

Washington DNR Timber Sales Program

Updated information is being provided for Stilly Revisited timber sale documents as follows:

Documents amended:

Brief Description	DATE	Initials
Information has been added to the Notice of Sale and Draft Contract regarding the following: The Legacy Forest Defense Coalition and North Cascade Conservation Council has appealed the Board of Natural Resources approval of the “Stilly Revisited” timber sale (Agreement No. 30-93860) to Snohomish County Superior Court. To ensure this information reaches perspective bidders, we will allow a 2 minute opportunity to remove any submitted bids for “Stilly Revisited” timber sale before opening the envelopes.	07/10/2024	WC



DEPARTMENT OF NATURAL RESOURCES

PRODUCT SALES & LEASING DIVISION
1111 WASHINGTON STREET SE, MS 47014

(360) 902-1600
WWW.DNR.WA.GOV

To: Prospective Purchasers of Stilly Revisited Timber Sale

From: Michael Kearney, Product Sale & Leasing, Division Manager

Subject: Notice of Legal Appeal

Date: July 10, 2024

This letter is to ensure you are aware that the Legacy Forest Defense Coalition and North Cascade Conservation Council filed a legal appeal on the Stilly Revisited Timber Sale (Agreement No. 30-93860) and associated environmental review and complaint seeking declaratory judgment. Language about the lawsuit has been added to the Notice of Sale.

The appeal requests:

- An order invalidating the Board's approval of the Stilly Revisited Project for auction, based on violations of the Public Lands Act and SEPA,
- An order invalidating the DNS for the Stilly Revisited Project as violating SEPA and "clearly erroneous",
- An order declaring the Stilly Revisited Project has probable, significant adverse impacts to the environment, necessitating preparation of an environmental impact statement,
- An order enjoining or requiring DNR to enjoin all forest practices pursuant to the Stilly Revisited Project,
- If forest practices are carried out prior to the requested relief before this Court or on review in a court of appeals, an order requiring mitigation for any and all impacts of the Stilly Revisited Project,
- A declaratory order interpreting DNR's legal obligations with respect to structurally complex forests, older forests, and fully functional forests under the State Trust Lands Habitat Conservation Plan ("HCP"), Policy for Sustainable Forests ("DNR Policy"), and PR 14-004-046 ("DNR Procedures"),
- An order granting Appellants their costs and attorneys' fees based on the Equal Access to Justice Act, RCW Ch. 4.84, or any other applicable provision of law; and
- Any other relief that this Court deems just and proper.

The lawsuit was filed with Snohomish County Superior Court as Cause No. 24-2-05089-31.

Please consult an attorney before bidding on this sale if you have questions about the risk associated with the lawsuit.

Notice of the appeal will be shared again verbally prior to auction of the sale on July 24, 2024

Please be aware:

- Appellants may request a temporary restraining order or preliminary injunction from the court.
- Your bid on the Stilly Revisited Timber Sale, and your operations under the contract, will be conducted with the acknowledgment that the court could order DNR to shut down your operations.
- The State is not responsible for legal actions filed by third-parties that may affect the operability of timber sales.
- The purchaser assumes the risk of loss for any costs, damages, or business expectations related to this resulting from such legal action.
- The standard 10-day confirmation period applies as with all DNR timber sales.

DNR values our customers and wanted to ensure you are informed of the situation prior to auction.



TIMBER NOTICE OF SALE

SALE NAME: *STILLY REVISITED*

AGREEMENT NO: 30-93860

AUCTION: July 24, 2024 starting at 10:00 a.m., **COUNTY:** Snohomish
Northwest Region Office, Sedro Woolley, WA

SALE LOCATION: Sale located approximately 13 miles northeast of Arlington, WA.

**PRODUCTS SOLD
AND SALE AREA:**

All timber bounded by white timber sale boundary tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags and the ST-ML Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber bounded by white timber sale boundary tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs) and trees marked with blue paint on the bole and root collar in Unit #3.

All timber bounded by white timber sale boundary tags and the ST-ML Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs) and trees marked with blue paint on the bole and root collar in Unit #4.

All timber bounded by white timber sale boundary tags and the ST-37 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #5.

All timber bounded by white timber sale boundary tags, property lines and the ST-37 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #6.

All timber bounded by orange right-of-way tags and all timber within 30 feet of centerline of roads to be constructed.

All forest products above located on part(s) of Sections 3, 4 and 5 all in Township 32 North, Range 6 East, W.M., containing 152 acres, more or less.

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



TIMBER NOTICE OF SALE

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	25.6	9	3,220			117	153		2,459	446	30	15
Hemlock	21.1		3,208						2,503	573	81	51
Silver fir	29.6		557						529	28		
Redcedar	20.6		460							421	39	
Red alder	17.2		373						181	100	88	4
Maple	18.5		112						57	43	9	3
Other Hardwood												
Other Conifer												
Sale Total			7,930									

MINIMUM BID: \$2,036,000.00 **BID METHOD:** Sealed Bids

PERFORMANCE SECURITY: \$100,000.00 **SALE TYPE:** Lump Sum

EXPIRATION DATE: March 31, 2027 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$203,600.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Cable OR tethered equipment (See below for restrictions); shovel, “6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires” (See below for restrictions), tracked skidder or rubber-tired skidder on sustained slopes 35% or less; self-leveling equipment on sustained slopes 50% or less (See below for restrictions).

Prior written approval of the Contract Administrator is required before tethered or self-leveling equipment may be used. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the use of this equipment will no longer be authorized.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where “6 wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires” can operate. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.

Additional restrictions apply, see Remarks section below.

ROADS: 56.86 stations of required construction. 26.14 stations of required reconstruction. 238.90 stations of required prehaul maintenance. 14.06 stations of abandonment.

Rock may be obtained from the following source on State land at no charge to the Purchaser: Oceanview Pit at station 2+71 of the ST-3702 Road.

Development of existing rock source will involve drilling, shooting, and processing rock to generate riprap, 2-inch-minus surfacing, and 3-inch-minus ballast rock.



TIMBER NOTICE OF SALE

An estimated total quantity of rock needed for this proposal: 180 cubic yards of riprap and 2,070 cubic yards of surfacing rock and 7,990 cubic yards of ballast rock.

Additional restrictions apply, see Remarks section below.

Road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.

ACREAGE DETERMINATION

CRUISE METHOD: Acres determined by GPS traverse. Cruise was conducted via variable plot sample type. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.

FEES: \$134,810.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS:

1. Trees marked with a pink "T" represent the last take tree along property line boundaries.
2. No hauling on weekends or federal holidays.
3. No hauling before 7:00 AM or after 5:00 PM.
4. No operations before 7:00 AM or after 5:00 PM within 100 feet of neighbors in Unit 6.
5. HQ DF noted within the sale area. See cruise for further details.

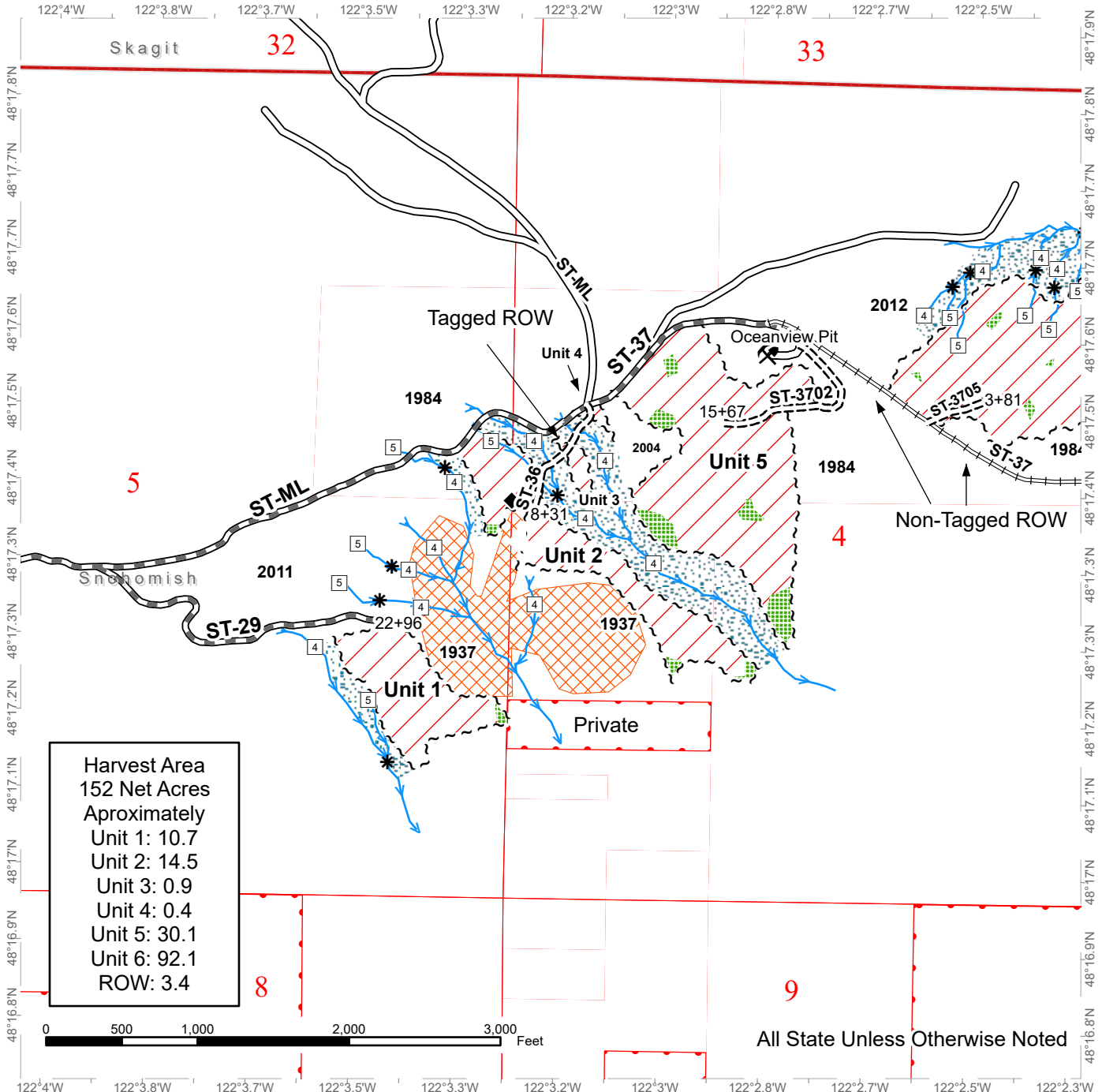
ATTENTION:

The Legacy Forest Defense Coalition and North Cascade Conservation Council has appealed the Board of Natural Resources approval of the "Stilly Revisited" timber sale (Agreement No. 30-93860) to Snohomish County Superior Court. To ensure this information reaches perspective bidders, we will allow a 2 minute opportunity to remove any submitted bids for "Stilly Revisited" timber sale before opening the envelopes.

TIMBER SALE MAP

SALE NAME: STILLY REVISITED
AGREEMENT #: 30-093860
TOWNSHIP(S): T32R6E
TRUST(S): Agricultural School (4), State Forest Purchase (2), State Forest Transfer (1), Common School (3)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 680-1960



Harvest Area
 152 Net Acres
 Approximately
 Unit 1: 10.7
 Unit 2: 14.5
 Unit 3: 0.9
 Unit 4: 0.4
 Unit 5: 30.1
 Unit 6: 92.1
 ROW: 3.4



All State Unless Otherwise Noted

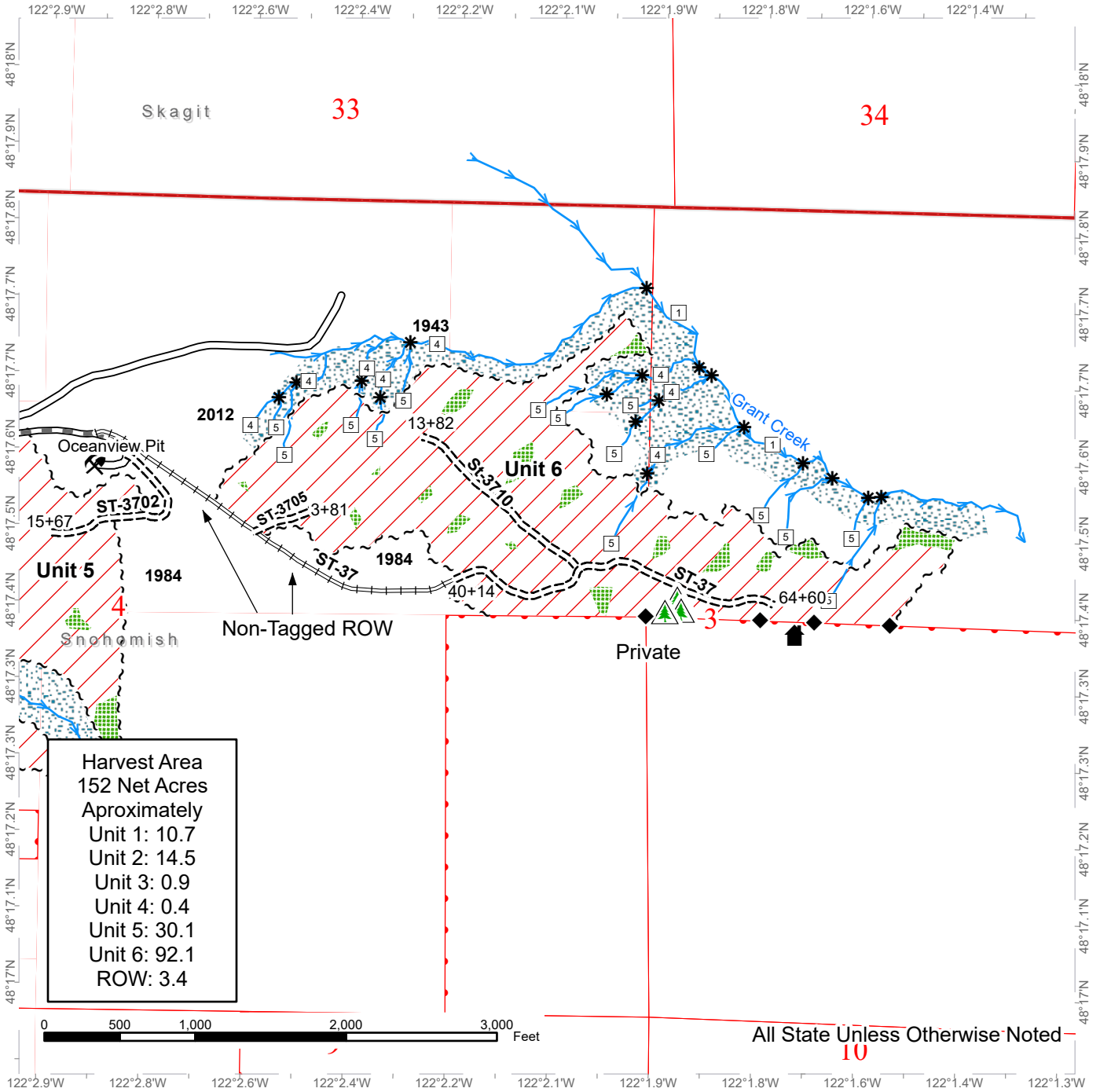
Variable Retention Harvest	Stream Type 4	Required Pre-Haul Maintenance
Sale Boundary Tags	Stream Type 5	Required Construction
No Entry	Stream Break	Required Reconstruction
Leave Tree Area	Survey Monument	DNR Managed Lands
Riparian Mgt Zone	Rock Pit	
Streams	Existing Roads	



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 152 Net Acres
 Approximately
 Unit 1: 10.7
 Unit 2: 14.5
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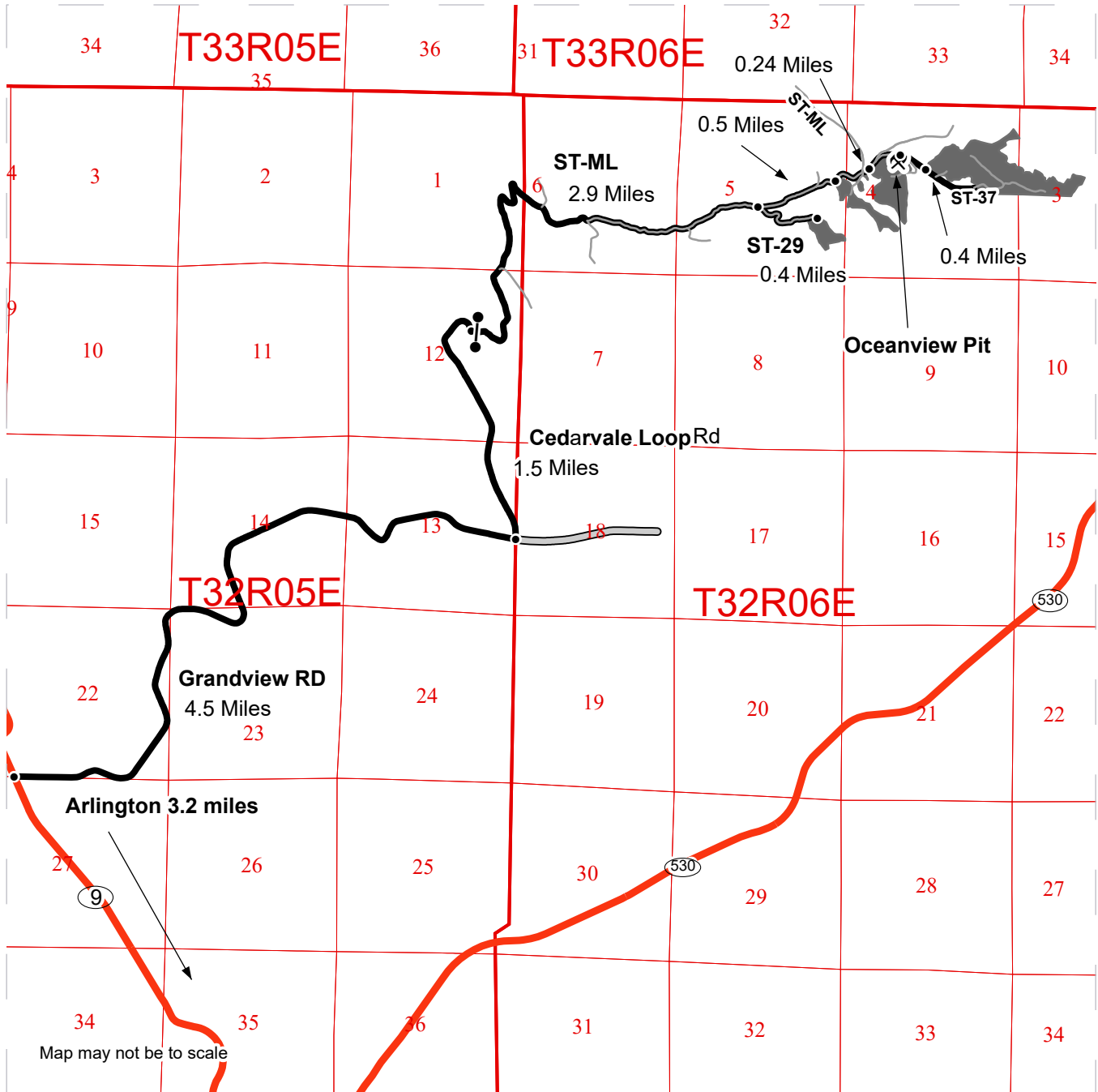
All State Unless Otherwise Noted

Variable Retention Harvest	Stream Type 5	Existing Roads
Sale Boundary Tags	Stream Break	Required Pre-Haul Maintenance
Leave Tree Area	Non-Tradeable Leave Trees	Required Construction
Riparian Mgt Zone	Survey Monument	Required Reconstruction
Streams	Rock Pit	DNR Managed Lands
Stream Type 1	Structure	
Stream Type 4		

DRIVING MAP

SALE NAME: STILLY REVISITED
AGREEMENT#: 30-093860
TOWNSHIP(S): T32R6E
TRUST(S): Agricultural School (4), Common School and Indemnity (3), State Forest Purchase (2), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 680-1960



- Timber Sale Unit
- Haul Route
- Other Road
- Distance Indicator
- Gate (F1-3)
- Rock Pit

Driving Directions:
 From Arlington: Travel north on HWY 9 for 3.2 miles. Turn right onto Grandview Rd and continue for 4.5 miles. Turn left onto Cedarvale Loop Rd, travel for 1.5 miles before reaching the ST- ML on the left side of the road.
 Unit 1: From the junction of Cedarvale Loop Rd and the ST-ML, travel through the gate and along the ML for 2.9 miles. Turn right onto the ST-29 and continue for 0.4 miles before reaching unit 1.
 Unit 2: From the junction of the ST-ML and ST-29 continue 0.5 miles, unit 2 will be on the right.
 Unit 3, 4 & 5: From Unit 2, Continue on the ML and on the right will be Unit 3, Unit 4 and Unit 5.
 Unit 6: From the junction of the ST-ML and ST-37, continue on the ST-37 for 0.4 miles to reach the start of unit 6.
 Oceanview Rockpit: From the junction ST-ML and ST-37, continue 0.2 miles to the ST-3702. Drive for 0.1 miles to reach the rockpit.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-093860

SALE NAME: STILLY REVISITED

**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 24, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber bounded by white timber sale boundary tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags and the ST-ML Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

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All timber bounded by orange right-of-way tags and all timber within 30 feet of centerline of roads to be constructed.

All forest products described above located on approximately 152 acres on part(s) of Sections 3, 4, and 5 all in Township 32 North, Range 6 East W.M. in Snohomish 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 March 31, 2027.

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 \$1,035.00 per acre per annum for the acres on which an operating release has not been issued in the sale area.
- 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.

The Legacy Forest Defense Coalition and North Cascade Conservation Council has appealed the Board of Natural Resources approval of the “Stilly Revisited” timber sale (Agreement No. 30-93860) to Snohomish County Superior Court. To ensure this information reaches perspective bidders, we will allow a 2 minute opportunity to remove any submitted bids for “Stilly Revisited” timber sale before opening the envelopes.

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts,

or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.

- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does

not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Douglas fir	\$288.89	0	\$0.00	\$9.00	\$9.00
Hemlock	\$205.24	0	\$0.00	\$9.00	\$9.00
Maple	\$153.82	0	\$0.00	\$9.00	\$9.00
Other Conifer	\$0.00	0	\$0.00	\$9.00	\$9.00
Other Hardwood	\$0.00	0	\$0.00	\$9.00	\$9.00
Red alder	\$234.62	0	\$0.00	\$9.00	\$9.00
Redcedar	\$491.79	0	\$0.00	\$9.00	\$9.00
Silver fir	\$208.95	0	\$0.00	\$9.00	\$9.00
Other	\$275.05	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

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

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

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

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

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

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Sedro Woolley, 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; ST-ML, ST-29, ST-36, ST-37, 3T-3702, ST-3705 and ST-3710. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-380 Road Easement and Road Use Permit Requirements

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

Easements with:

W.N. and Florence J. Wesson; #55-000238; dated March 27, 1959.

Pacific Denkmann Company; #55-002035; dated May 27, 1983.

Pacific Denkmann Company; #55-002064; dated April 3, 1984.

Pacific Denkmann Company; #55-002064 Supplement; dated September 23, 1991.

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:

No Encumbrances of Record.

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 \$206,180.00. The total contract price consists of a \$0.00 contract bid price plus \$206,180.00 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-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from November 1 to March 31 BY GROUND-BASED EQUIPMENT 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 200 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-016 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 18 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.

- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 8 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-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-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 cable or tethered equipment (See H-141 for restrictions); shovel, "6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires" (See H-141 for restrictions), tracked skidder or rubber-tired skidder on sustained slopes 35% or less; self-leveling equipment on sustained slopes 50% or less (See H-141 for restrictions).

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

H-126 Tailholds on State Land

If Purchaser tailholds on State land, methods to minimize damage to live trees outside the sale area shall be employed and must be approved in writing by the Contract Administrator.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. The following types of equipment are considered ground-based equipment:

SHOVEL is defined as a low ground pressure track-mounted machine with hydraulic boom and grapple capable of picking up one end of the largest log 25 feet from the center of the machine.

LOG PROCESSOR/DE-LIMBER is defined as a mobile machine with a hydraulic boom capable of simultaneously bucking, delimiting and/or debarking and chipping whole trees while sitting stationary at the landing.

FELLER-BUNCHER/HARVESTER is defined as a track mounted machine with hydraulic boom and cutter head capable of felling, bucking, limbing, and decking logs in one operation.

FORWARDER is defined as a track or rubber tire machine used for transporting logs to a landing by use of a bunk with self loading boom in which logs are carried free of the ground.

RUBBER-TIRED SKIDDER is defined as a skidder mounted on rubber tires used to drag logs to a landing. Logs are generally pulled in groups of six or less, with one end on the ground.

TRACKED SKIDDER is defined as any tracked tractor or skidder, fixed or articulated, used to drag logs to landings. Logs are generally pulled in groups of six or less, with one end on the ground.

B. Equipment shall remain at least 30 feet from all water courses or areas of wet/soft soils, except as necessary to cross at approved locations. Water course crossing structures must be approved by the Contract Administrator.

C. When yarding and loading operations are occurring simultaneously, an additional shovel shall be required for loading to avoid extra trips to the landing. Shovel yarding

shall not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.

D. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than two weeks before any activities resume on site.

E. Single banded, blue painted leave trees may be traded with a like tree with prior approval of Contract Administrator.

F. Falling and yarding shall occur away from all scattered leave trees, leave tree areas, and typed waters where possible. Avoid parallel cable yarding in, across, or adjacent to stream channels where possible. All type 5 streams will have a 30-foot equipment exclusion zone measured from each bank. The limited crossings shall be as close to perpendicular as possible.

G. The Purchaser shall mark and the Contract Administrator must approve all Type 5 stream crossings. Front end suspension is required over all streams.

H. Purchaser shall ensure all gates associated with this project remain closed and locked during operations with the exception of periods of hauling. When hauling, the Purchaser shall ensure all gates are closed, and locked at the end of each day.

I. Hauling restrictions:

1. No hauling on weekends or federal holidays.
2. No hauling before 7:00 AM or after 5:00 PM.

J. No operations before 7:00 AM or after 5:00 PM within 100 feet of neighbors in Unit 6.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. A copy of the timber sale map, contract, and the FPA shall be present on site during active operations.

B. Prior written approval of the Contract Administrator is required before tethered or self-leveling equipment may be used. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the use of this equipment will no longer be authorized.

C. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where "6 wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires" can operate. If ground disturbance is causing excessive damage,

as determined by the Contract Administrator, the equipment will no longer be authorized.

D. Between Unit #1 and Unit #2 is a no entry zone. No disruption may occur in this area.

E. There are three double-banded, blue paint, non-tradeable eave trees between the property line and ST-37 in Unit #6. These shall not be disturbed.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 8/17/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the ST-29, ST-36, ST-37, 3T-3702, ST-3705 and ST-3710 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

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

C-130 Dust Abatement

Purchaser shall abate dust on the ST-ML (0+00 to 46+09) while hauling.

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-020 Extreme Hazard Abatement

Purchaser shall provide a written Extreme Hazard Abatement plan that meets the requirements of WAC 332-24 prior to the beginning of logging operations. The plan must be acceptable to the Contract Administrator. The plan will identify how Purchaser will accomplish abatement. Purchaser shall also provide, and keep current, a written timetable for completion of all specified work in the plan. The Contract Administrator's acceptance and approval of Purchaser's hazard abatement plan shall not be construed as any statement or warranty that the hazard abatement plan is adequate for Purchaser's purposes or complies with applicable laws.

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-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed

season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-100 Stream Cleanout

Slash or debris which enters Type 5 streams 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-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In

the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

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

Jay Guthrie
Northwest Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



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

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.
(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Stilly Revisited	Region: Northwest
Agreement #: 30-093860	District: Cascade
Contact Forester: Bailey Vos Phone / Location: Cell: 360 815 9227	County(s): Choose a county, Snohomish
Alternate Contact: Cameron Eskeberg Phone / Location: Cell: 360 708 6380	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Uphill Cable, Ground Based	See Logging Plan Map

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	Sec 5 T32 R06E	01	10.9	0.0	0.2	0.0	0.0	10.7	GPS (Garmin)
2	Sec 4, 5 T32 R06E	01,02,03,04	15.2	0.0	0.7	0.0	0.0	14.5	GPS (Garmin)
3	Sec 4 T32 R06E	04	0.9	0.0	0.0	0.0	0.0	0.9	GPS (Garmin)
4	Sec 4 T32 R06E	04	0.4	0.0	0.0	0.0	0.0	0.4	GPS (Garmin)
5	Sec 4 T32 R06E	01,02,04	33.1	0.0	3.0	0.0	0.0	30.1	GPS (Garmin)
6	Sec 3,4,T32 R06E	01,04	97.6	0.0	5.5	0.0	0.0	92.1	GPS (Garmin)
ROW	Sec 4 T32 R06E	04	3.4	0.0	0.0	0.0	0.0	3.4	Combination
TOTAL ACRES			161.5	0.0	9.4	0.0	0.0	152.1	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, timber type break All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	80 total leave trees (82 clumped, 8 dispersed) are marked with yellow leave tree area tags and/or blue paint.
2	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, and the ST-ML road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	122 total leave trees (116 clumped, 6 dispersed) are marked with yellow leave tree area tags and/or blue paint.
3	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags. All trees marked with blue paint are designated as leave trees.	None	7 total leave trees are marked with blue paint.
4	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags. All trees marked with blue paint are designated as leave trees.	None	4 total leave trees are marked with blue paint.
5	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, timber type break, and the ST-37 road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	265 total leave trees) are marked with yellow leave tree area tags.
6	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags, timber type break, and the ST-37 road. Last take trees are marked with a circled pink "T" along the property line. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	780 total leave trees (746 clumped, 34 dispersed) are marked with yellow leave tree area tags and/or blue paint.
ROW	Right-of-Way take all trees within 30 feet of centerline on the reconstruction section of the ST-37.	none	

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF-WH-RC/ 535 MBF	Stimson Mainline off Cedarville road. F1-3 key required.	Traverse and vicinity maps attached.
2	DF-WH 725 MBF		
3	WH/SF 43 MBF		
4	WH-SF 12 MBF		
5	DF-WH 1,654 MBF		
6	WH-DF-SF 3,680 MBF		
ROW	30 MBF		
TOTAL MBF	6,669 MBF		

REMARKS:

Units 1 and 2 are nearly identical in stocking, high MBF per acre Douglas-Fir dominate. The top of unit 5 is WH and SF dominate, where the unit breaks over the hill Douglas Fir is dominate and highly stocked. Unit 6 is variable and patchy. Large western hemlock and silver fir are found throughout. Hardwood patches are mixed within the unit as well. The eastern part of the unit has a larger Douglas-Fir component.

Prepared By: Bailey Vos Date: 8/17/2023	Title: Forester	CC:
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Timber Sale Cruise Report Stilly Revisited - NW

Sale Name: STILLY REVISITED

Sale Type: LUMP SUM

Region: NORTHWEST

District: CLEAR LAKE

Lead Cruiser: Matt Llobet

Other Cruisers: Bailey Vos

Stilly Revisited is located north of Arlington off the Grandview Road. It consists of 6 units and includes one Right of Way (ROW). Topography is a combination of steep cable gradient and flat ground harvest areas. Forest roads provide drive access to most of the sale, but unit 6 requires a short hike to reach.

My total net cruise volume for Stilly Revisited is 7,930 MBF. Most of the sale contains a variable stocked Douglas-fir and western hemlock component in the medium-large diameter range. Common defects seen throughout the sale are spike knots, sway, and crooks.

For this cruise different basal area factors were selected based on stocking levels, tree sizes, and understory conditions. My plots were generated in GIS and located in the field using Avenza. Bole height was measured with a laser and taken to a 5" top or break point (40% of diameter at 16 feet). Trees were segmented into appropriate west-side log lengths and defect was accounted for accordingly at each cruise plot.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	25.6	9.2		3,220	117	153	2,459	446	30	15
WH	21.1			3,208			2,503	573	81	51
SF	29.6			557			529	28		
RC	20.6			460				421	39	
RA	17.2			373			181	100	88	4
MA	18.5			112			57	43	9	3
ALL	21.9	9.1		7,930	117	153	5,729	1,611	247	73

Timber Sale Notice Weight (tons)

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	23,494			17,197	5,104	834	359
DF	18,932	598	938	13,845	3,236	229	85
RC	3,358				2,995	363	
SF	3,288			3,065	222		
RA	2,679			1,105	775	759	39
MA	854			404	347	82	21
ALL	52,604	598	938	35,617	12,679	2,267	504

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 (%)
264.5	4.6	195.8	2.3	52,136	5.0

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
STILLY REVISITED 1	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	10.7	10.9	10	10	0
STILLY REVISITED 2	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	14.5	15.2	10	10	0
STILLY REVISITED 3	FX: FR plots (20 tree / acre expansion)	0.9	0.9	1	1	0
STILLY REVISITED 4	FX: FR plots (20 tree / acre expansion)	0.4	0.5	1	1	0
STILLY REVISITED 5	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	30.1	33.1	19	19	0
STILLY REVISITED 6	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	92.1	97.5	48	27	1
STILLY REVISITED ROW	FX: FR plots (20 tree / acre expansion)	3.4	3.5	5	5	0
All		152.1	161.5	94	73	1

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	17.6	39	12,427	12,368	0.5	10,669.9	1,881.1
DF	LIVE	2 SAW	HQ-A	21.6	40	899	899	0.0	781.4	136.7
DF	LIVE	2 SAW	HQ-B	21.5	40	2,908	2,901	0.3	2,394.1	441.3
DF	LIVE	3 PEELER	HQ-A	26.7	37	771	771	0.0	598.4	117.3
DF	LIVE	3 SAW	Domestic	9.3	36	2,944	2,934	0.3	3,235.6	446.3
DF	LIVE	4 SAW	Domestic	7.3	22	194	194	0.0	229.5	29.6
DF	LIVE	SPECIAL MILL	HQ-A	18.3	40	1,004	1,004	0.0	938.2	152.7
DF	LIVE	UTILITY	Pulp	8.8	31	98	98	0.0	85.3	14.9
MA	LIVE	2 SAW	Domestic	15.7	28	407	377	7.2	403.7	57.4
MA	LIVE	3 SAW	Domestic	11.3	30	281	281	0.0	346.8	42.7

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
MA	LIVE	4 SAW	Domestic	8.1	25	59	59	0.0	82.3	9.0
MA	LIVE	UTILITY	Pulp	11.0	20	19	19	0.0	20.7	2.9
RA	LIVE	2 SAW	Domestic	14.8	30	1,216	1,192	2.0	1,105.1	181.3
RA	LIVE	3 SAW	Domestic	11.3	30	684	656	4.1	775.1	99.7
RA	LIVE	4 SAW	Domestic	8.7	24	579	579	0.0	759.2	88.1
RA	LIVE	UTILITY	Pulp	10.8	20	28	28	0.0	39.4	4.2
RC	LIVE	3 SAW	Domestic	12.8	37	2,474	2,436	1.5	2,577.5	370.5
RC	LIVE	3 SAW	Pole	10.1	52	332	332	0.0	417.5	50.4
RC	LIVE	4 SAW	Domestic	6.9	24	256	256	0.0	362.7	38.9
RC	LIVE	CULL	Cull	24.9	25	194	0	100.0	0.0	0.0
SF	LIVE	2 SAW	Domestic	17.9	38	3,571	3,475	2.7	3,065.3	528.6
SF	LIVE	3 SAW	Domestic	9.7	28	185	185	0.0	222.3	28.2
WH	LIVE	2 SAW	Domestic	16.6	39	16,873	16,457	2.5	17,197.2	2,503.0
WH	LIVE	3 SAW	Domestic	9.0	35	3,827	3,768	1.5	5,103.8	573.1
WH	LIVE	4 SAW	Domestic	7.1	23	549	534	2.7	833.8	81.2
WH	LIVE	CULL	Cull	22.6	18	506	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	15.0	28	349	333	4.5	359.1	50.7

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	6.2	27	28	0.0	30.7	4.2
DF	5 - 7	LIVE	Domestic	6.9	30	541	0.0	614.2	82.3
DF	8 - 11	LIVE	Domestic	9.8	36	2,529	0.4	2,790.4	384.6
DF	12 - 15	LIVE	Domestic	13.7	39	3,802	0.1	3,790.5	578.2
DF	12 - 15	LIVE	HQ-B	15.8	40	52	0.0	44.2	7.9
DF	16 - 19	LIVE	HQ-B	17.6	40	988	0.0	857.3	150.3
DF	16 - 19	LIVE	HQ-A	17.7	40	1,034	0.0	982.6	157.2
DF	16 - 19	LIVE	Domestic	17.9	40	3,149	1.0	2,691.4	479.0
DF	20+	LIVE	Domestic	24.0	40	5,475	0.4	4,248.5	832.8
DF	20+	LIVE	HQ-B	24.1	40	1,861	0.4	1,492.6	283.1
DF	20+	LIVE	HQ-A	24.2	39	1,640	0.0	1,335.3	249.5
DF	20+	LIVE	Pulp	33.1	24	71	0.0	54.6	10.7
MA	5+	LIVE	Pulp	11.0	20	19	0.0	20.7	2.9
MA	5+	LIVE	Domestic	11.7	29	717	3.9	832.8	109.0
RA	5+	LIVE	Domestic	9.9	27	2,427	2.1	2,639.4	369.1
RA	5+	LIVE	Pulp	10.8	20	28	0.0	39.4	4.2
RC	5+	LIVE	Domestic	9.8	31	2,692	1.4	2,940.2	409.4

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RC	5+	LIVE	Pole	10.1	52	332	0.0	417.5	50.4
RC	5+	LIVE	Cull	23.7	29	0	100.0	0.0	0.0
SF	5 - 7	LIVE	Domestic	7.2	32	17	0.0	25.0	2.5
SF	8 - 11	LIVE	Domestic	10.4	28	140	0.0	170.0	21.3
SF	12 - 15	LIVE	Domestic	13.4	35	553	0.0	570.2	84.2
SF	16 - 19	LIVE	Domestic	18.2	39	1,327	0.6	1,170.8	201.9
SF	20+	LIVE	Domestic	23.8	39	1,623	5.1	1,351.5	246.8
WH	5 - 7	LIVE	Domestic	6.7	30	1,177	0.6	1,756.0	179.0
WH	8 - 11	LIVE	Pulp	9.6	24	21	0.0	33.9	3.2
WH	8 - 11	LIVE	Domestic	10.0	33	3,009	2.1	4,042.8	457.7
WH	8 - 11	LIVE	Cull	11.6	14	0	100.0	0.0	0.0
WH	12 - 15	LIVE	Pulp	12.0	32	18	47.1	48.3	2.7
WH	12 - 15	LIVE	Domestic	14.0	39	5,095	1.2	6,014.7	774.9
WH	16 - 19	LIVE	Domestic	17.5	40	6,422	2.5	6,723.4	976.8
WH	16 - 19	LIVE	Pulp	19.1	24	75	0.0	63.5	11.3
WH	20+	LIVE	Domestic	23.3	40	5,055	3.6	4,597.9	768.9
WH	20+	LIVE	Pulp	30.3	40	220	0.0	213.3	33.5
WH	20+	LIVE	Cull	33.2	22	0	100.0	0.0	0.0

Cruise Unit Report STILLY REVISITED 1

Unit Sale Notice Volume (MBF): STILLY REVISITED 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	19.1			612	427	180	5
RC	12.2			3		3	
ALL	18.9			615	427	183	5

Unit Cruise Design: STILLY REVISITED 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	10.7	10.9	10	10	0

Unit Cruise Summary: STILLY REVISITED 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	42	42	4.2	0
RC	1	1	0.1	0
ALL	43	43	4.3	0

Unit Cruise Statistics: STILLY REVISITED 1

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	262.5	38.6	12.2	218.1	29.5	4.6	57,239	48.6	13.0
RC	4.0	316.2	100.0	70.2	0.0	0.0	281	316.2	100.0
ALL	266.5	39.1	12.4	215.8	31.3	4.8	57,520	50.0	13.2

Unit Summary: STILLY REVISITED 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	42	ALL	19.1	95	128	57,432	57,239	0.3	131.9	262.5	60.1	612.5
RC	LIVE	CUT	1	ALL	12.2	39	60	281	281	0.0	4.9	4.0	1.1	3.0
ALL	LIVE	CUT	43	ALL	18.9	93	125	57,712	57,520	0.3	136.8	266.5	61.2	615.5
ALL	ALL	ALL	43	ALL	18.9	93	125	57,712	57,520	0.3	136.8	266.5	61.2	615.5

Cruise Unit Report STILLY REVISITED 2

Unit Sale Notice Volume (MBF): STILLY REVISITED 2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	20.3	9.0		807	607	183	16
WH	16.4			79	46	30	4
RC	11.9			21		14	7
MA	15.9			10		10	
ALL	18.7	9.0		917	653	236	27

Unit Cruise Design: STILLY REVISITED 2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	14.5	15.2	10	10	0

Unit Cruise Summary: STILLY REVISITED 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	38	38	3.8	1
WH	5	5	0.5	0
RC	4	4	0.4	0
MA	2	2	0.2	0
ALL	49	49	4.9	1

Unit Cruise Statistics: STILLY REVISITED 2

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	237.5	44.4	14.0	234.4	24.9	4.0	55,671	50.9	14.6
WH	31.3	141.4	44.7	174.8	42.0	18.8	5,463	147.5	48.5
RC	16.0	241.5	76.4	89.3	57.4	28.7	1,428	248.3	81.6
MA	8.0	210.8	66.7	82.9	6.0	4.3	663	210.9	66.8
ALL	292.8	21.4	6.8	216.0	35.1	5.0	63,226	41.1	8.4

Unit Summary: STILLY REVISITED 2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	38	ALL	20.3	99	135	56,158	55,671	0.9	105.7	237.5	52.7	807.2
MA	LIVE	CUT	2	ALL	15.9	57	94	663	663	0.0	5.8	8.0	2.0	9.6
RC	LIVE	CUT	4	ALL	11.9	37	60	1,428	1,428	0.0	20.7	16.0	4.6	20.7
WH	LIVE	CUT	5	ALL	16.4	77	96	5,463	5,463	0.0	21.3	31.3	7.7	79.2
ALL	LIVE	CUT	49	ALL	18.7	86	118	63,713	63,226	0.8	153.5	292.8	67.1	916.8
ALL	ALL	ALL	49	ALL	18.7	86	118	63,713	63,226	0.8	153.5	292.8	67.1	916.8

Cruise Unit Report STILLY REVISITED 3

Unit Sale Notice Volume (MBF): STILLY REVISITED 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	2 Saw	3 Saw
WH	18.1			24	10	15
SF	24.2			14	8	5
ALL	19.5			38	18	20

Unit Cruise Design: STILLY REVISITED 3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	0.9	0.9	1	1	0

Unit Cruise Summary: STILLY REVISITED 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	3	4	4.0	0
SF	1	1	1.0	0
ALL	4	5	5.0	0

Unit Cruise Statistics: STILLY REVISITED 3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	142.7	0.0	0.0	187.8	47.8	27.6	26,800	47.8	27.6
SF	63.9	0.0	0.0	238.3	0.0	0.0	15,220	0.0	0.0
ALL	206.6	0.0	0.0	203.4	40.9	20.5	42,020	40.9	20.5

Unit Summary: STILLY REVISITED 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
SF	LIVE	CUT	1	ALL	24.2	112	145	15,220	15,220	0.0	20.0	63.9	13.0	13.7
WH	LIVE	CUT	3	ALL	18.1	84	105	28,400	26,800	5.6	79.9	142.7	33.5	24.1
ALL	LIVE	CUT	4	ALL	19.5	89	113	43,620	42,020	3.7	99.9	206.6	46.5	37.8
ALL	ALL	ALL	4	ALL	19.5	89	113	43,620	42,020	3.7	99.9	206.6	46.5	37.8

Cruise Unit Report STILLY REVISITED 4

Unit Sale Notice Volume (MBF): STILLY REVISITED 4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
SF	27.0			7	6	1	
WH	15.0			3		2	1
RC	23.5			3		3	
ALL	20.8			13	6	7	1

Unit Cruise Design: STILLY REVISITED 4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	0.4	0.5	1	1	0

Unit Cruise Summary: STILLY REVISITED 4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
SF	1	1	1.0	0
WH	1	2	2.0	0
RC	1	1	1.0	0
ALL	3	4	4.0	0

Unit Cruise Statistics: STILLY REVISITED 4

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 (%)
SF	79.5	0.0	0.0	222.3	0.0	0.0	17,680	0.0	0.0
WH	49.1	0.0	0.0	158.1	0.0	0.0	7,760	0.0	0.0
RC	60.2	0.0	0.0	127.8	0.0	0.0	7,700	0.0	0.0
ALL	188.8	0.0	0.0	175.5	27.5	15.9	33,140	27.5	15.9

Unit Summary: STILLY REVISITED 4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RC	LIVE	CUT	1	ALL	23.5	74	94	7,700	7,700	0.0	20.0	60.2	12.4	3.1
SF	LIVE	CUT	1	ALL	27.0	112	145	20,480	17,680	13.7	20.0	79.5	15.3	7.1
WH	LIVE	CUT	1	ALL	15.0	70	92	7,760	7,760	0.0	40.0	49.1	12.7	3.1
ALL	LIVE	CUT	3	ALL	20.8	82	106	35,940	33,140	7.8	80.0	188.8	40.4	13.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	3	ALL	20.8	82	106	35,940	33,140	7.8	80.0	188.8	40.4	13.3

Cruise Unit Report STILLY REVISITED 5

Unit Sale Notice Volume (MBF): STILLY REVISITED 5

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	29.3	9.3		1,520	100	153	1,179	68	6	15
WH	19.3			364			249	85	19	11
RC	29.6			44				44		
SF	29.7			38			33	5		
ALL	25.3	9.3		1,965	100	153	1,462	201	24	26

Unit Cruise Design: STILLY REVISITED 5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	30.1	33.1	19	19	0

Unit Cruise Summary: STILLY REVISITED 5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	56	56	2.9	3
WH	22	22	1.2	0
RC	6	6	0.3	0
SF	2	2	0.1	0
ALL	86	86	4.5	3

Unit Cruise Statistics: STILLY REVISITED 5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	184.2	80.3	18.4	274.0	22.1	3.0	50,483	83.3	18.7
WH	72.4	112.5	25.8	167.1	30.1	6.4	12,093	116.4	26.6
RC	12.6	259.7	59.6	114.8	55.8	22.8	1,451	265.6	63.8
SF	6.6	435.9	100.0	191.7	2.2	1.6	1,261	435.9	100.0
ALL	275.8	38.2	8.8	236.7	34.1	3.7	65,288	51.2	9.5

Unit Summary: STILLY REVISITED 5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	56	ALL	29.3	114	147	50,515	50,483	0.1	39.3	184.2	34.0	1,519.5
RC	LIVE	CUT	6	ALL	29.6	82	105	1,802	1,451	19.5	2.6	12.6	2.3	43.7
SF	LIVE	CUT	2	ALL	29.7	94	121	1,360	1,261	7.3	1.4	6.6	1.2	38.0
WH	LIVE	CUT	22	ALL	19.3	75	94	12,483	12,093	3.1	35.6	72.4	16.5	364.0
ALL	LIVE	CUT	86	ALL	25.3	95	121	66,160	65,288	1.3	78.9	275.8	54.0	1,965.2
ALL	ALL	ALL	86	ALL	25.3	95	121	66,160	65,288	1.3	78.9	275.8	54.0	1,965.2

Cruise Unit Report STILLY REVISITED 6

Unit Sale Notice Volume (MBF): STILLY REVISITED 6

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Peeler	2 Saw	3 Saw	4 Saw	Utility
WH	21.5			2,737		2,198	441	58	39
SF	29.4			470		453	17		
RC	20.1			381			350	31	
RA	17.3			370		181	100	84	4
DF	36.5	9.0		269	18	245	6		
MA	18.7			102		57	33	9	3
ALL	21.6	9.0		4,328	18	3,135	946	183	47

Unit Cruise Design: STILLY REVISITED 6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	92.1	97.5	48	27	1

Unit Cruise Summary: STILLY REVISITED 6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	65	113	2.4	0
SF	12	15	0.3	0
RC	25	45	0.9	0
RA	15	42	0.9	0
DF	8	8	0.2	1
MA	11	16	0.3	0
ALL	136	239	5.0	1

Unit Cruise Statistics: STILLY REVISITED 6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	147.1	97.8	14.1	202.0	28.8	3.6	29,715	101.9	14.6
SF	19.5	248.4	35.8	261.1	12.2	3.5	5,099	248.7	36.0
RC	37.5	138.1	19.9	110.3	40.5	8.1	4,136	143.9	21.5
RA	35.0	152.1	22.0	114.7	23.0	5.9	4,013	153.8	22.7
DF	10.4	484.7	70.0	280.1	9.3	3.3	2,917	484.7	70.0

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
MA	13.3	257.6	37.2	83.4	15.3	4.6	1,112	258.1	37.5
ALL	262.9	47.3	6.8	178.7	42.2	3.6	46,993	63.4	7.7

Unit Summary: STILLY REVISITED 6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	36.5	126	163	2,934	2,917	0.6	1.4	10.4	1.7	268.7
MA	LIVE	CUT	11	ALL	16.3	60	73	1,160	1,112	4.2	9.2	13.3	3.3	102.4
RA	LIVE	CUT	15	ALL	17.0	62	78	4,099	4,013	2.1	22.2	35.0	8.5	369.6
RC	LIVE	CUT	25	ALL	21.6	66	83	4,406	4,136	6.1	14.7	37.5	8.1	380.9
SF	LIVE	CUT	12	ALL	30.1	114	146	5,214	5,099	2.2	4.0	19.5	3.6	469.6
WH	LIVE	CUT	65	ALL	20.8	87	109	31,243	29,715	4.9	62.4	147.1	32.3	2,736.8
ALL	LIVE	CUT	136	ALL	20.6	79	99	49,056	46,993	4.2	113.9	262.9	57.4	4,328.0
ALL	ALL	ALL	136	ALL	20.6	79	99	49,056	46,993	4.2	113.9	262.9	57.4	4,328.0

Cruise Unit Report STILLY REVISITED ROW

Unit Sale Notice Volume (MBF): STILLY REVISITED ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
SF	36.8			28	28			
DF	14.1	6.0		12		10	2	0
RC	18.9			8		8	1	
RA	8.9			4			4	
WH	10.5			1		1		
ALL	15.1	6.0		53	28	18	6	0

Unit Cruise Design: STILLY REVISITED ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	3.4	3.5	5	5	0

Unit Cruise Summary: STILLY REVISITED ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
SF	1	1	0.2	0
DF	8	8	1.6	1
RC	3	3	0.6	0
RA	8	8	1.6	0
WH	1	1	0.2	0
ALL	21	21	4.2	1

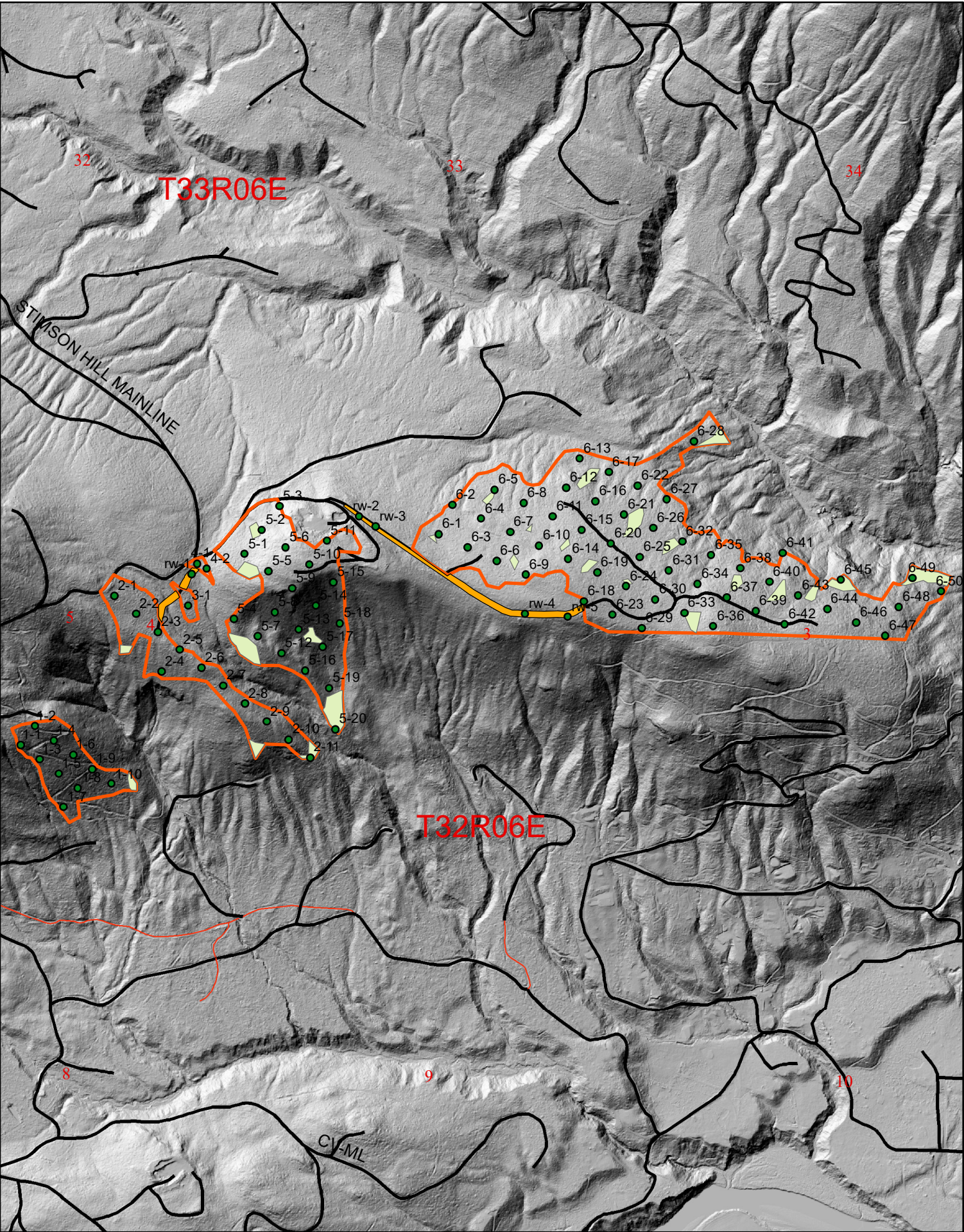
Unit Cruise Statistics: STILLY REVISITED ROW

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 (%)
SF	29.5	223.6	100.0	282.6	0.0	0.0	8,348	223.6	100.0
DF	34.9	135.3	60.5	100.6	25.8	9.1	3,512	137.8	61.2
RC	23.5	223.6	100.0	105.3	9.1	5.3	2,472	223.8	100.1
RA	13.9	162.1	72.5	78.0	8.1	2.9	1,084	162.3	72.6
WH	2.4	223.6	100.0	104.7	0.0	0.0	252	223.6	100.0
ALL	104.2	95.3	42.6	150.3	30.7	6.7	15,668	100.1	43.1

Unit Summary: STILLY REVISITED ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	14.1	51	74	3,512	3,512	0.0	32.2	34.9	9.3	11.9
RA	LIVE	CUT	8	ALL	8.9	34	66	1,084	1,084	0.0	32.2	13.9	4.7	3.7
RC	LIVE	CUT	3	ALL	18.9	66	83	2,472	2,472	0.0	12.0	23.5	5.4	8.4
SF	LIVE	CUT	1	ALL	36.8	109	140	8,348	8,348	0.0	4.0	29.5	4.9	28.4
WH	LIVE	CUT	1	ALL	10.5	44	70	252	252	0.0	4.0	2.4	0.7	0.9
ALL	LIVE	CUT	21	ALL	15.0	49	75	15,668	15,668	0.0	84.4	104.2	25.0	53.3
ALL	ALL	ALL	21	ALL	15.0	49	75	15,668	15,668	0.0	84.4	104.2	25.0	53.3

Stilly Revisited - NW





Forest Practices Application/Notification Notice of Decision

FPA/N No: 2819253

Effective Date: 2/21/2024

Expiration Date: 2/21/2027

Shut Down Zone: 658

EARR Tax Credit: Eligible Non-eligible

Reference: Stilly Revisited

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

Timing Limitations on Type S and F water(s):

No timing limitations apply.

Condition(s) required for approval/disapproval:

No additional conditions apply.

Issued By: Bryent Daugherty

Region: Northwest Region

Title: Resource Protection Forester

Date: 2/21/2024

Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP By: *Chad Schmidt* Date: 2/21/2024

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 Northwest 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	<u>Physical Address</u> 919 North Township Street Sedro-Woolley, WA 98284 <u>Mailing Address</u> 919 North Township Street Sedro-Woolley, WA 98284

Information regarding the Pollution Control Hearings Board can be found at: <https://eluh0.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 Choose an item , caused the Notice of Decision for FPA/N No. _____ To be placed in the United States mail at **Sedro-Woolley, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

(Date)

(City & State where signed)

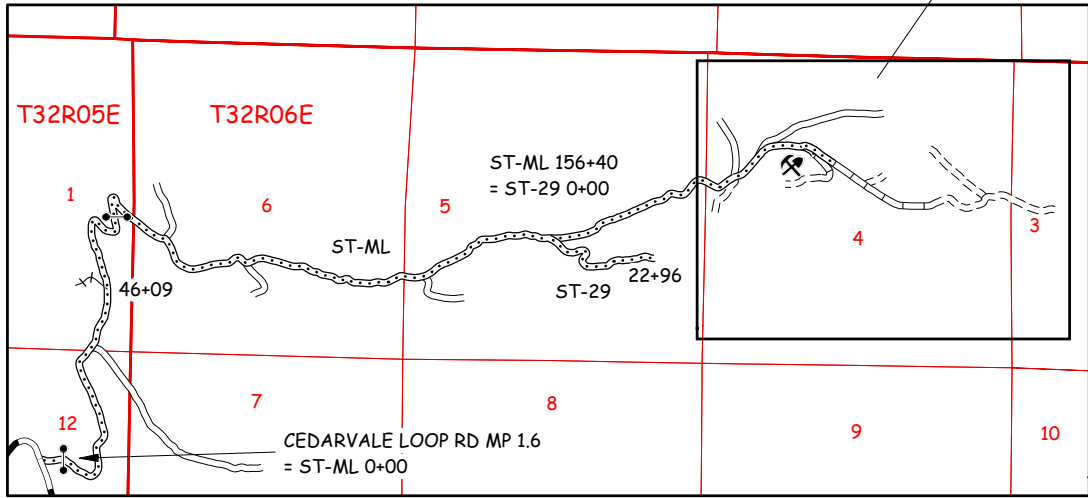
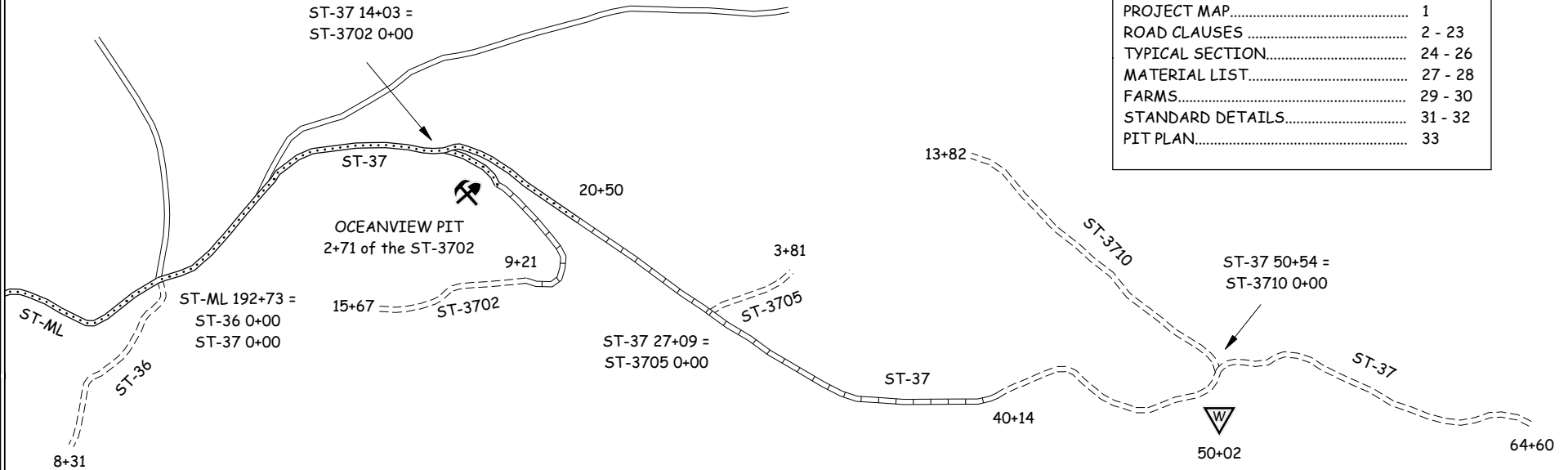
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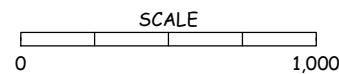
ROAD PLAN AND SPECIFICATIONS

#30-093860 STILLY REVISITED TIMBER SALE

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DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
J. WESTRA	ZYLSTRA 10/25/2023	ZYLSTRA 10/25/2023	8/17/2023	1 OF 33

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

STILLY REVISITED TIMBER SALE ROAD PLAN
SNOHOMISH COUNTY
CLEAR LAKE DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-093860

STAFF ENGINEER: J. WESTRA

DATE: AUGUST 17, 2023

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>
ST-ML	0+00 to 192+73	PREHAUL MAINTENANCE
ST-29	0+00 to 22+96	PREHAUL MAINTENANCE
ST-36	0+00 to 8+31	CONSTRUCTION
ST-37	0+00 to 20+50	PREHAUL MAINTENANCE
ST-37	20+50 to 40+14	RECONSTRUCTION
ST-37	40+14 to 64+60	CONSTRUCTION
ST-3702	0+00 to 2+71	PREHAUL MAINTENANCE
ST-3702	2+71 to 9+21	RECONSTRUCTION
ST-3702	9+21 to 15+67	CONSTRUCTION
ST-3705	0+00 to 3+81	CONSTRUCTION
ST-3710	0+00 to 13+82	CONSTRUCTION

0-4 CONSTRUCTION

Construction may include, but is not limited to clearing, grubbing, excavation and embankment to subgrade, drill and shoot, full-bench end-haul, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

0-5 RECONSTRUCTION

Reconstruction includes, but is not limited to clearing, grubbing, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
ST-ML	0+00 to 46+09	GRADE, APPLICATION OF 3" OF 2-INCH MINUS SURFACING
ST-ML	46+09 to 192+73	GRADE
ST-29	0+00 to 22+96	GRADE, APPLICATION OF 3" OF 2-INCH MINUS SURFACING
ST-37	0+00 to 14+03	GRADE
ST-37	14+03 to 20+50	GRADE, APPLICATION OF 3" OF 2-INCH MINUS SURFACING
ST-3702	0+00 to 2+71	GRADE

Additionally, Purchaser shall brush all haul roads if necessary and directed by Contract Administrator.

0-7 POST-HAUL MAINTENANCE

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source. Rock source development will involve drilling, shooting and processing rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

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.

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.

<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. Road Plan Clauses.
3. Typical Section Sheet.
4. Standard Lists.
5. Standard Details.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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.

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.

1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state’s marked location. All road work is marked as follows:

- Orange flagging and/or stakes for road centerline
-

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for any hauling other than timber cut on the right-of-way, without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 3 business 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 and compaction
- Drainage installation
- Rock application and compaction

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
ALL ROADS	ALL ACTIVITIES	November 1 to March 31

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 including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

Purchaser's maintenance plan must include a total volume of rock that will be provided at the Purchaser's expense in addition to what is specified in this road plan. This rock shall be available before permission is granted to operate during the closure period and will be used as necessary along the haul route. The Contract Administrator may direct the Purchaser where to apply this maintenance rock.

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 crushed rock 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.

1-33 SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. 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.

1-43 ROAD WORK AROUND UTILITIES

Road work is in close proximity to a utility. Known utilities are listed, but it is the Purchaser’s responsibility to identify any utilities not listed. 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.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
ST-ML	0+00 to 46+09	SNOHOMISH PUD: BURIED POWER	425-783-1000

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain all roads in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On haul roads, Purchaser shall use a grader to shape the existing surface before timber haul.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

As needed or directed by Contract Administrator on Prehaul Maintenance roads, Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by 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.

3-5 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.

3-8 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 50%.
- Against standing trees.

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

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 clearing limits as shown on the TYPICAL SECTION SHEET and BRUSHING DETAIL.

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 the application of rock.

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 or at areas approved 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 50%.
- 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 outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

3-32 END HAULING ORGANIC DEBRIS

On the following road, and 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.

<u>Road</u>	<u>Stations</u>
ST-37	52+63 to 56+97

SECTION 4 – EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 500 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:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

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:

<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 (on side slopes 56-70%)	¾:1	150
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.

4-12 FULL BENCH CONSTRUCTION

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

<u>Road</u>	<u>Full Bench Location</u>
ST-37	52+63 to 56+97

4-21 TURNOUTS

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

4-22 TURNAROUNDS

Purchaser shall construct turnarounds in accordance with the TURNAROUND DETAIL on all roads. 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 end hauled to the location specified in Clauses 4-36 through 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified on the MATERIALS LIST and 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 55% 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 identified by the Contract administrator.

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>
ST-37	50+02	Place waste on east side of road. Spread grass seed on all exposed soils.

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.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

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.

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades by routing equipment over the entire width.

SECTION 5 – DRAINAGE

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 MATERIALS LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and 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 MATERIALS LIST that are not installed will become the property of the state. Purchaser shall stockpile materials as directed by the Contract Administrator.

5-13 CONTINGENCY CULVERTS

The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator.

<u>Road</u>	<u>Size</u>
Reconstruction or new construction roads.	One: 18" x 30' culvert

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings".

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 36 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

Cross drain 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 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 SPECIFICATION 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 SPECIFICATION DETAIL.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

5-27 ARMORING FOR STREAM CROSSING CULVERTS

At stream crossing culverts, Purchaser shall place riprap in conjunction with construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the MATERIALS LIST or as directed by the Contract Administrator. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following source 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, a joint operating plan must be developed. All parties shall follow this plan.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
OCEANVIEW PIT	2+71 of the ST-3702	3-INCH MINUS BALLAST RIPRAP

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following existing stockpiles on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Rock Type</u>	<u>Quantity</u>
OCEANVIEW PIT	2-INCH MINUS SURFACING	2,070 Cubic Yds.

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense.

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. 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.

<u>Source</u>	<u>Rock Type</u>
OCEANVIEW PIT	2-INCH MINUS SURFACING 3-INCH MINUS BALLAST RIPRAP

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.

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 5% of the total volume mined in that source.
- Oversize material is defined as rock fragments too large to be converted by the Purchaser to a size that will meet specifications used for the roads in this sale.
- All operations must be carried out in compliance with 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 the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-23 ROCK GRADATION TYPES

Purchaser shall provide rock in accordance with the types and amounts listed in the TYPICAL SECTION and MATERIALS LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation

6-34 3-INCH MINUS BALLAST ROCK

Ballast rock must be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock may contain no more than 5 percent organic debris, dirt, and trash.

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")

6-51 HEAVY LOOSE RIP RAP

Heavy 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. Heavy 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>Size Range</u>
30% to 90%	1 ton to 2 ton (28" - 36")
30% to 70%	500 lbs. to 1 ton (18" - 28")
20% to 50%	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 depths using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION are loose 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 culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the TYPICAL SECTION. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the TYPICAL SECTION by routing equipment over the entire width.

6-72 ROCK APPLICATION AFTER HAULING

On the following roads, upon completion of all hauling operations, Purchaser shall apply rock in accordance with the quantities shown on the ROCK LIST and listed below.

<u>Road</u>	<u>Location</u>	<u>Rock Type</u>
ST-ML	0+00 to 46+09	3" lift of 2-Inch Minus Surfacing

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.

6-81 CHEMICAL TREATMENT FOR DUST ABATEMENT

Purchaser shall treat the following roads with Lignin Sulfonate for dust abatement. No other chemical may be used for dust abatement. The Lignin Sulfonate may not be used for any other purposes.

<u>Road</u>	<u>Stations</u>
ST-ML	0+00 to 46+09

6-82 CHEMICAL RESTRICTION

Purchaser shall not allow chemicals used for dust abatement to enter any streams.

6-83 LIGNIN SULFONATE APPLICATION RATE

The "as supplied" liquid Lignin Sulfonate must be diluted with an adequate amount of water to obtain a 25% solids content for application. Purchaser shall apply Lignin Sulfonate to the surface at a rate not less than 0.5 gallons per square yard (approximately 77.8 gallons per station).

6-85 CHEMICAL DUST ABATEMENT EQUIPMENT

Application equipment used to spread dust abatement chemicals must be capable of uniform application. A tanker truck with a “slash pan” or “plate” is not acceptable. Field dilution must be accomplished within the application vehicle.

6-86 TIMING FOR CHEMICAL APPLICATION

Purchaser shall obtain prior written approval from the Contract Administrator for the timing of application for dust abatement chemicals. It is intended that dust abatement chemicals be applied during the summer season.

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 3-inch layer of straw to all exposed soils at culvert installations. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

8-15 REVEGETATION

Purchaser shall spread seed and fertilizer on all exposed soils within the grubbing limits resulting from road work activities. Cover all exposed soils using manual dispersal of grass seed and fertilizer. Other methods of covering must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed and fertilizer.

8-17 REVEGETATION TIMING

Purchaser shall revegetate during the first available opportunity after road work is completed. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover may consist of dispersed straw, jute matting, or clear plastic sheets. The protective cover requirement may be waived in writing by the Contract Administrator if Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Purchaser shall reapply the grass seed and fertilizer in areas that have failed to germinate or have been damaged through any cause. Restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and fertilizer at no addition cost to the state.

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 50 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Creeping Red Fescue	50
Elf Perennial Rye Grass	25
Highland Colonial Bentgrass	15
White Clover	10
Inert and Other Crop	0.5

8-27 FERTILIZER

Purchaser shall evenly spread the fertilizer listed below on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer must meet the following specifications:

<u>Chemical Component</u>	<u>% by Weight</u>
Nitrogen	16
Phosphorous	16
Potassium	16
Sulphur	3
Inerts	49

SECTION 9 – POST-HAUL road work

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 and as specified below.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
ST-ML	0+00 to 46+09	Apply post haul rock per Clause 6-72.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
ST-37	50+54 to 64+60

9-22 ABANDONMENT

- Remove all ditch relief culverts. The resulting slopes must be 1:1 or flatter. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes must be 1.5:1 or flatter. Strive to match the existing native stream bank gradient. The natural streambed width must be re-established. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts are the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- 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.

- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Place and compact removed material in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

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).

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts must be Type S – double walled with a corrugated exterior and smooth interior.

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.

10-22 PLASTIC BAND

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

10-24 GAUGE AND CORRUGATION

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

<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 48"	14 (0.079")	2 2/3" X 1/2"
54" to 96"	14 (0.079")	3" X 1"

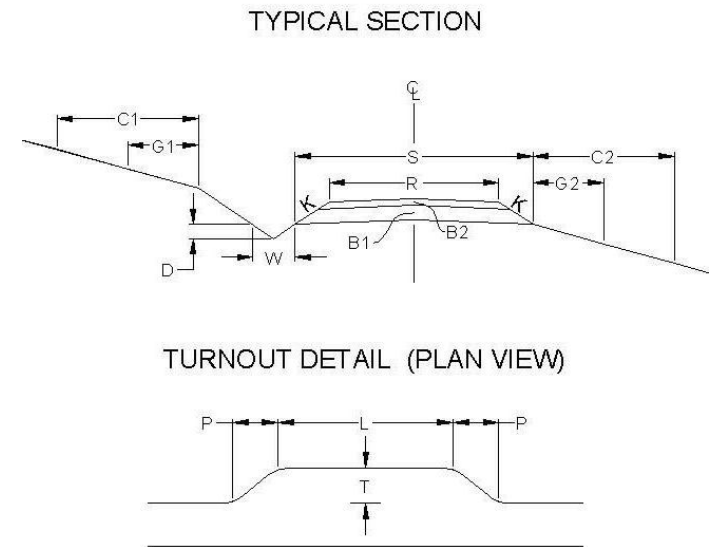
SECTION 11 SPECIAL NOTES

11-1 LANDING CONSTRUCTION ON EXISTING ROADS

Purchaser may construct landings at the ends or edges of existing roads as listed below. Landings must not impede road traffic, ditch flow or culvert drainage. Waste soils must be hauled to a location approved by the contract administrator.

<u>Road</u>	<u>Station</u>	<u>Comment</u>
ST-29	22+96	Landing may be constructed on downhill side of road.

ROAD #		ST-ML	ST-ML	ST-ML	ST-29
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PRE-HAUL	POST-HAUL	PRE-HAUL	PRE-HAUL
TOLERANCE CLASS (A/B/C)		C	C	C	C
STATION / MP TO		0+00	0+00	46+09	0+00
STATION / MP		46+09	46+09	192+73	22+96
ROAD WIDTH	R	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3
DITCH WIDTH	W	3	3	3	3
DITCH DEPTH	D	1	1	1	1
TURNOUT LENGTH	L	--	--	--	--
TURNOUT WIDTH	T	--	--	--	--
TURNOUT TAPER	P	--	--	--	--
GRUBBING	G1	--	--	--	--
	G2	--	--	--	--
CLEARING	C1	--	--	--	--
	C2	--	--	--	--
ROCK FILLSLOPE	K:1	1 ½ : 1	1 ½ : 1	--	1 ½ : 1
❖ BALLAST DEPTH	B1	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY BALLAST		--	--	--	--
❖ SURFACING DEPTH	B2	3	3	--	3
CUBIC YARDS / STATION		17	17	--	17
➤ TOTAL CY SURFACING		785 ^A	785 ^A	--	390 ^A
➤ TOTAL CUBIC YARDS		785	785	--	390
SUBGRADE WIDTH	S	12.5	12.5	--	12.5
BRUSHCUT (Y/N)		N	N	N	N
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	Y	Y



SYMBOL NOTES

- ❖ Specified Rock Depth is FINISHED COMPACTED DEPTH in inches.
- Specified Rock Quantity is LOOSE MEASURE (Truck Cubic Yards) needed to accomplish specified FINISHED COMPACTED DEPTH. Rock quantities include volume for turnouts, curve widening and landings.

Rock Totals Summary

Type	Quantity (Cubic Yards)
A: 2-Inch Minus Surfacing	2,070
B: 3-Inch Minus Ballast	7,990
Rip Rap	180

ROAD #		ST-36	ST-37	ST-37	ST-37	ST-37	ST-3702	ST-3702	ST-3702
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		CONSTRUCT	PRE-HAUL	PRE-HAUL	RECONSTRUCT	CONSTRUCT	PRE-HAUL	RECONSTRUCT	CONSTRUCT
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C	C
STATION / MP TO		0+00	0+00	14+03	20+50	40+14	0+00	2+71	9+21
STATION / MP		8+31	14+03	20+50	40+14	64+60	2+71	9+21	15+67
ROAD WIDTH	R	12	12	12	12	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3	3	3	3	3
DITCH WIDTH	W	3	3	3	3	3	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1	1	1
TURNOUT LENGTH	L	--	--	--	50	50	--	--	50
TURNOUT WIDTH	T	--	--	--	10	10	--	--	10
TURNOUT TAPER	P	--	--	--	25	25	--	--	25
GRUBBING	G1	5	--	--	5	5	--	--	5
	G2	5	--	--	5	5	--	--	5
CLEARING	C1	10	--	--	10	10	--	--	10
	C2	10	--	--	10	10	--	--	10
ROCK FILLSLOPE	K:1	1 ½ : 1	--	--	1 ½ : 1	1 ½ : 1	--	1 ½ : 1	1 ½ : 1
❖ BALLAST DEPTH	B1	18	--	--	9	18	--	9	18
CUBIC YARDS / STATION		114	--	--	53	114	--	53	114
➤ TOTAL CY BALLAST		945 ^B	--	--	1,040 ^B	2,790 ^B	--	470 ^B	735 ^B
❖ SURFACING DEPTH	B2	--	--	3	--	--	--	--	--
CUBIC YARDS / STATION		--	--	17	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	110 ^A	--	--	--	--	--
➤ TOTAL CUBIC YARDS		945	--	110	1,040	2,790	--	470	735
SUBGRADE WIDTH	S	16.5	12	12	14	16.5	12	14	16.5
BRUSHCUT (Y/N)		N	N	N	N	N	N	N	N
BLADE, SHAPE, & DITCH (Y/N)		N	Y	Y	N	N	Y	N	N

ROAD #		ST-3705	ST-3710					
REQUIRED / OPTIONAL		REQUIRED	REQUIRED					
CONSTRUCT / RECONSTRUCT		CONSTRUCT	CONSTRUCT					
TOLERANCE CLASS (A/B/C)		C	C					
STATION / MP TO		0+00	0+00					
STATION / MP		3+81	13+82					
ROAD WIDTH	R	12	12					
CROWN (INCHES @ C/L)		3	3					
DITCH WIDTH	W	3	3					
DITCH DEPTH	D	1	1					
TURNOUT LENGTH	L	--	50					
TURNOUT WIDTH	T	--	10					
TURNOUT TAPER	P	--	25					
GRUBBING	G1	5	5					
	G2	5	5					
CLEARING	C1	10	10					
	C2	10	10					
ROCK FILLSLOPE	K:1	1 ½ : 1	1 ½ : 1					
❖ BALLAST DEPTH	B1	18	18					
CUBIC YARDS / STATION		114	114					
➤ TOTAL CY BALLAST		435 ^B	1,575 ^B					
❖ SURFACING DEPTH	B2	--	--					
CUBIC YARDS / STATION		--	--					
➤ TOTAL CY SURFACING		--	--					
➤ TOTAL CUBIC YARDS		435	1,575					
SUBGRADE WIDTH	S	16.5	16.5					
BRUSHCUT (Y/N)		N	N					
BLADE, SHAPE, & DITCH (Y/N)		N	N					

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
ST-36	1+26	18	30	PD	--	--	2	3	L	NT	C			
ST-36	2+01	24	30	PD	--	--	2	3	L	NT	C	TYPE 4 STREAM		
ST-36	4+32	18	30	PD	--	--	2	3	L	NT	C			
ST-36	4+97	36	50	GM	--	--	4	6	L/H	NT	C	TYPE 4 STREAM		
ST-36	6+42	24	30	PD	--	--	2	3	L	NT	C	TYPE 5 STREAM		
ST-36	7+45	18	30	PD	--	--	2	3	L	NT	C			
ST-37	16+93	18	30	PD	--	--	2	3	L	NT	C			
ST-37	19+03	18	30	PD	--	--	2	3	L	NT	C			
ST-37	21+50	18	30	PD	--	--	2	3	L	NT	C			
ST-37	23+63	18	30	PD	--	--	2	3	L	NT	C			
ST-37	26+05	18	30	PD	--	--	2	3	L	NT	C			
ST-37	29+03	18	30	PD	--	--	2	3	L	NT	C			
ST-37	31+03	18	30	PD	--	--	2	3	L	NT	C			
ST-37	33+06	18	30	PD	--	--	2	3	L	NT	C			
ST-37	34+37	18	30	PD	--	--	2	3	L	NT	C			
ST-37	35+99	18	30	PD	--	--	2	3	L	NT	C			
ST-37	37+54	18	30	PD	--	--	2	3	L	NT	C			
ST-37	49+22	18	30	PD	--	--	2	3	L	NT	C			
ST-37	51+36	18	30	PD	--	--	2	3	L	NT	C			
ST-37	53+59	18	30	PD	--	--	2	3	L	NT	C			

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
ST-37	56+32	18	30	PD	--	--	2	3	L	NT	C			
ST-37	57+49	18	30	PD	--	--	2	3	L	NT	C			
ST-37	59+35	18	30	PD	--	--	2	3	L	NT	C			
ST-37	60+85	18	30	PD	--	--	2	3	L	NT	C			
ST-37	63+12	18	30	PD	--	--	2	3	L	NT	C			
ST-3702	4+98	18	30	PD	--	--	2	3	L	NT	C			
ST-3702	11+67	18	30	PD	--	--	2	3	L	NT	C			
ST-3702	12+95	18	30	PD	--	--	2	3	L	NT	C			
ST-3705	2+29	18	30	PD	--	--	2	3	L	NT	C			
ST-3710	1+87	18	30	PD	--	--	2	3	L	NT	C			
ST-3710	2+53	18	30	PD	--	--	2	3	L	NT	C			
ST-3710	5+11	18	30	PD	--	--	2	3	L	NT	C			
ST-3710	7+55	18	30	PD	--	--	2	3	L	NT	C			
ST-3710	11+10	18	30	PD	--	--	2	3	L	NT	C			
ST-3710	12+55	18	30	PD	--	--	2	3	L	NT	C			

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

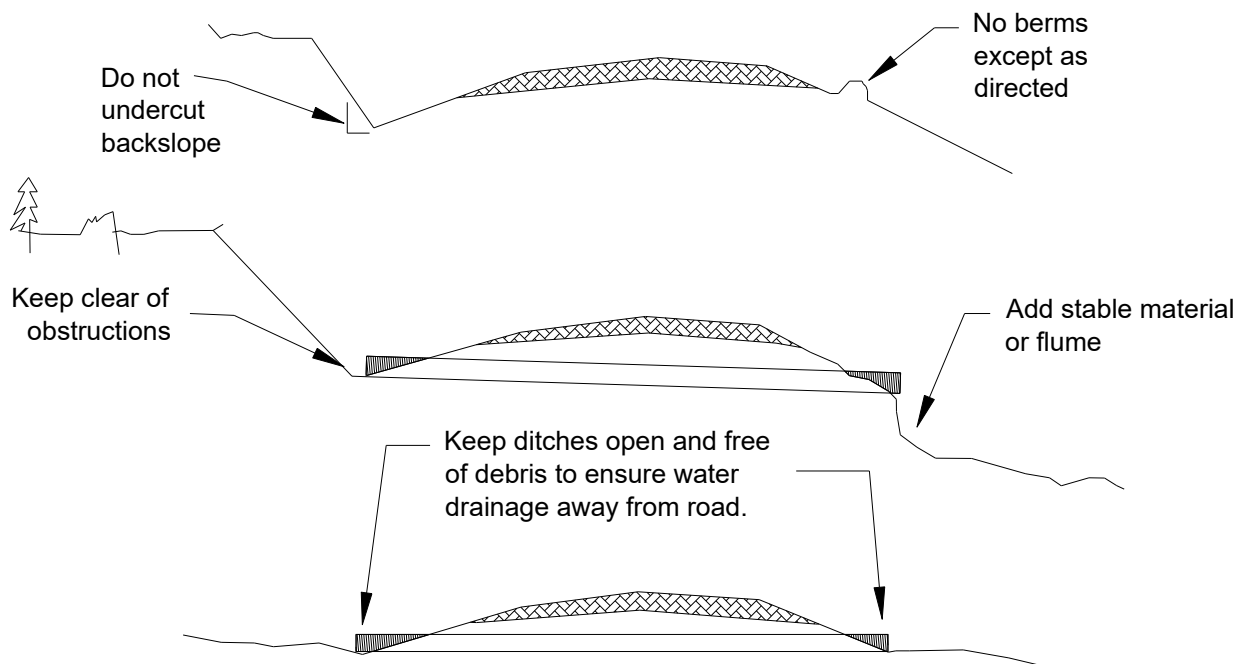
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

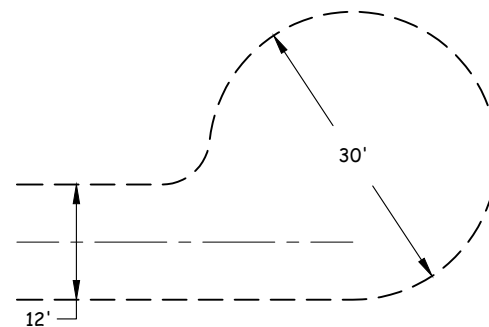
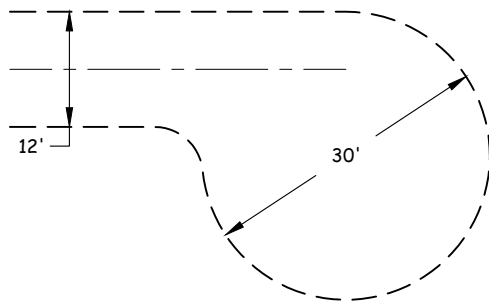
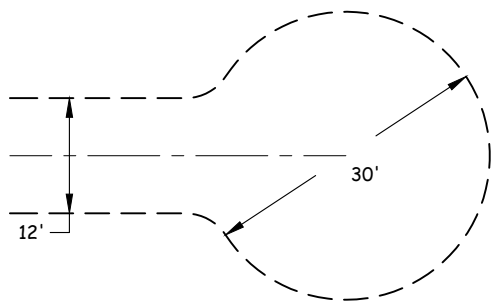
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

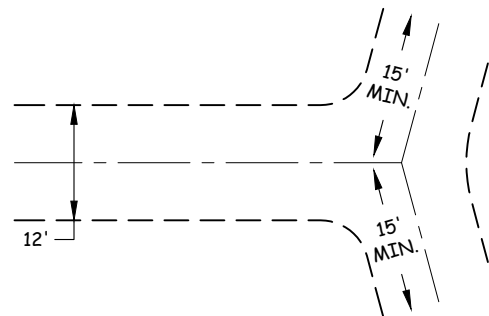
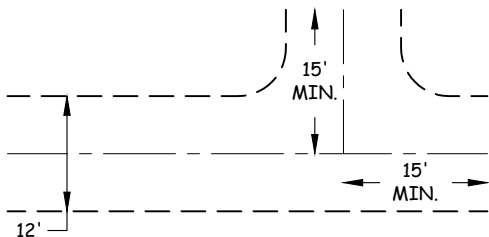
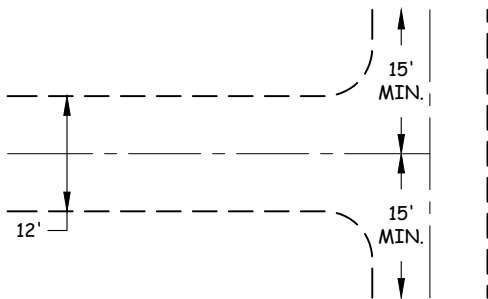
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



TURNAROUND DETAILS



CUL-DE-SAC



HAMMERHEAD

3-POINT SIDE

3-POINT WYE

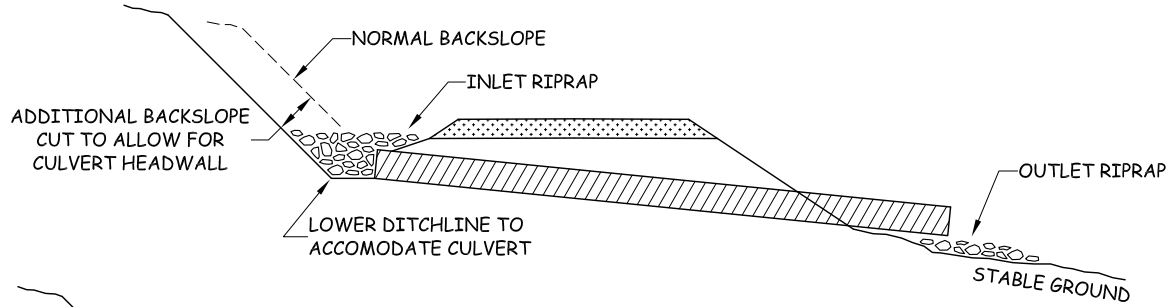
TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

ROCK SHALL BE APPLIED THROUGHOUT THE TURNAROUND TO THE SAME DEPTH AND SPECIFICATIONS AS LISTED IN THE TYPICAL SECTION.

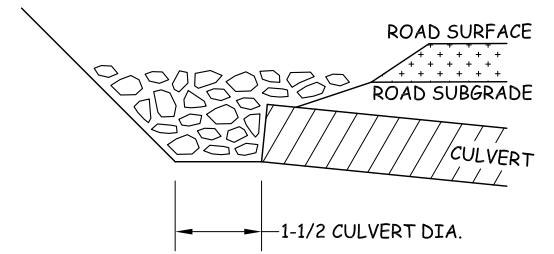
CONTRACT # 30-093860	PROJECT STILLY REVISITED	SHEET 31 OF 32
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CULVERT AND DRAINAGE SPECIFICATIONS

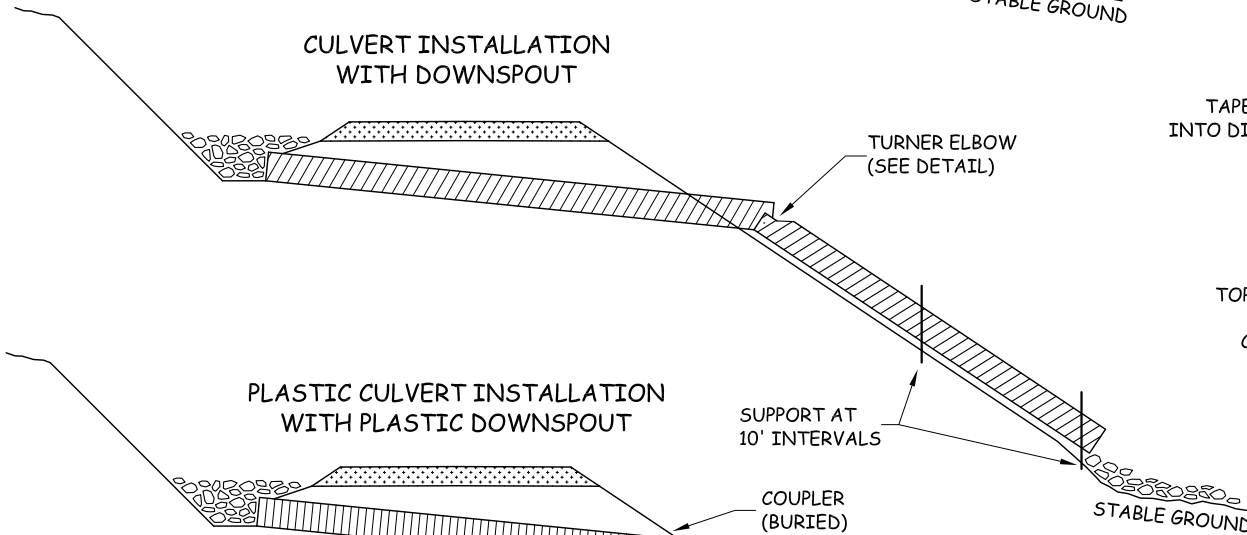
CULVERT INSTALLATION (TYPICAL)



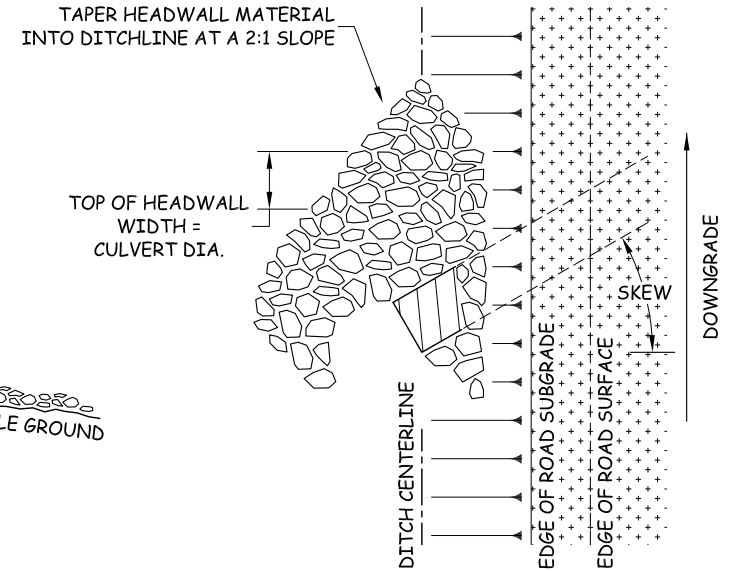
CULVERT HEADWALL - SECTION VIEW



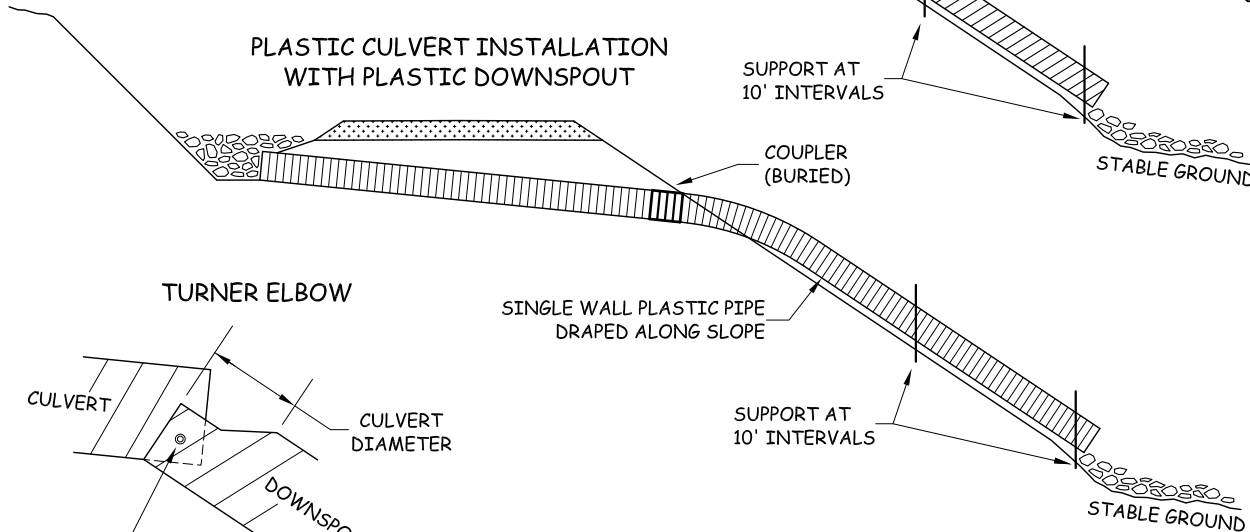
CULVERT INSTALLATION WITH DOWNSPOUT



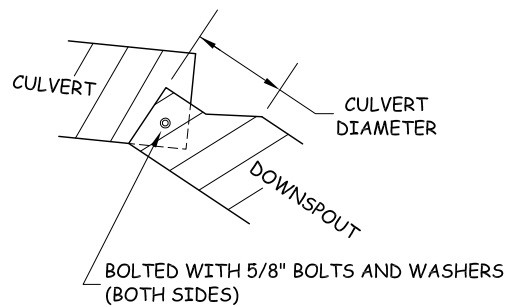
CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



TURNER ELBOW

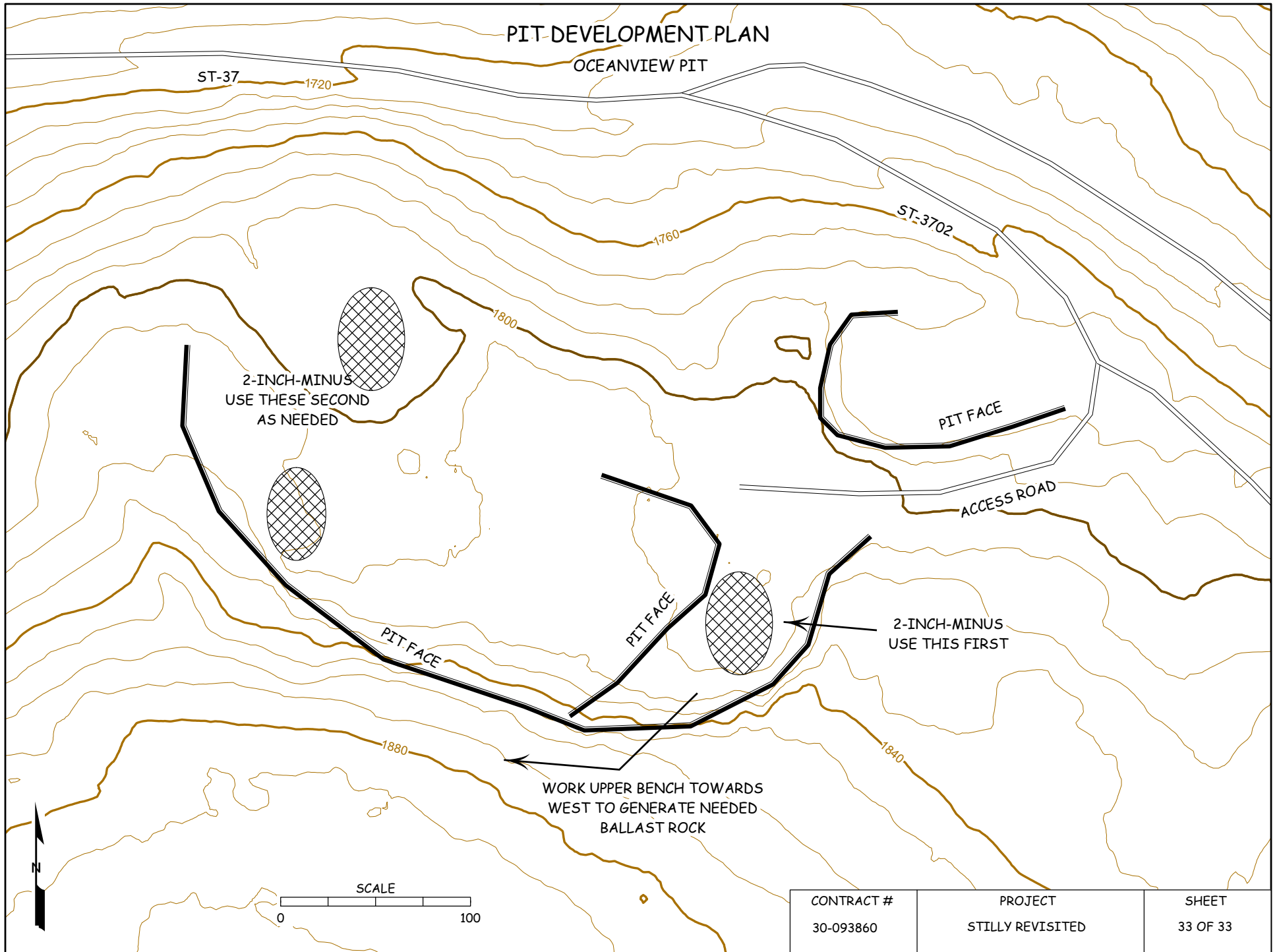


HEADWALL NOTE:
 HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT # 30-093860	PROJECT STILLY REVISITED	SHEET 32 OF 33
-------------------------	-----------------------------	-------------------

PIT DEVELOPMENT PLAN

OCEANVIEW PIT



CONTRACT # 30-093860	PROJECT STILLY REVISITED	SHEET 33 OF 33
-------------------------	-----------------------------	-------------------

SUMMARY - Road Development Costs

REGION: NW

DISTRICT: Clear Lake

SALE/PROJECT NAME: STILLY REVISITED

CONTRACT #: 30-093860

ROAD NUMBERS:	ST-36, ST-37, ST-3702, ST-3705, ST-3710	ST-37, ST-3702	ST-ML, ST-29, ST-37, ST-3702
ROAD STANDARD:	Construction	Reconstruction	Pre and Post Haul Maintenance
NUMBER OF STATIONS:	56.86	26.14	238.90
CLEARING & GRUBBING:	\$32,365	\$3,973	\$0
EXCAVATION & FILL:	\$63,726	\$9,087	\$0
MISC. MAINTENANCE:	\$0	\$0	\$23,123
ROAD ROCK:	\$104,110	\$22,861	\$25,375
ROCK STOCKPILE PROD:	\$0	\$0	\$0
CULVERTS & FABRIC:	\$16,491	\$7,680	\$0
STRUCTURES:	\$0	\$0	\$0
MOBILIZATION:	\$1,814	\$1,814	\$1,336
TOTAL COSTS:	\$218,506	\$45,415	\$49,834
COST PER STATION:	\$3,843	\$1,737	\$209
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$1,308	
	TOTAL (All Roads) =		\$315,063
	ESTIMATED PRECRUISE SALE VOLUME MBF =		6650
	ESTIMATED TOTAL \$/MBF =		\$47.38

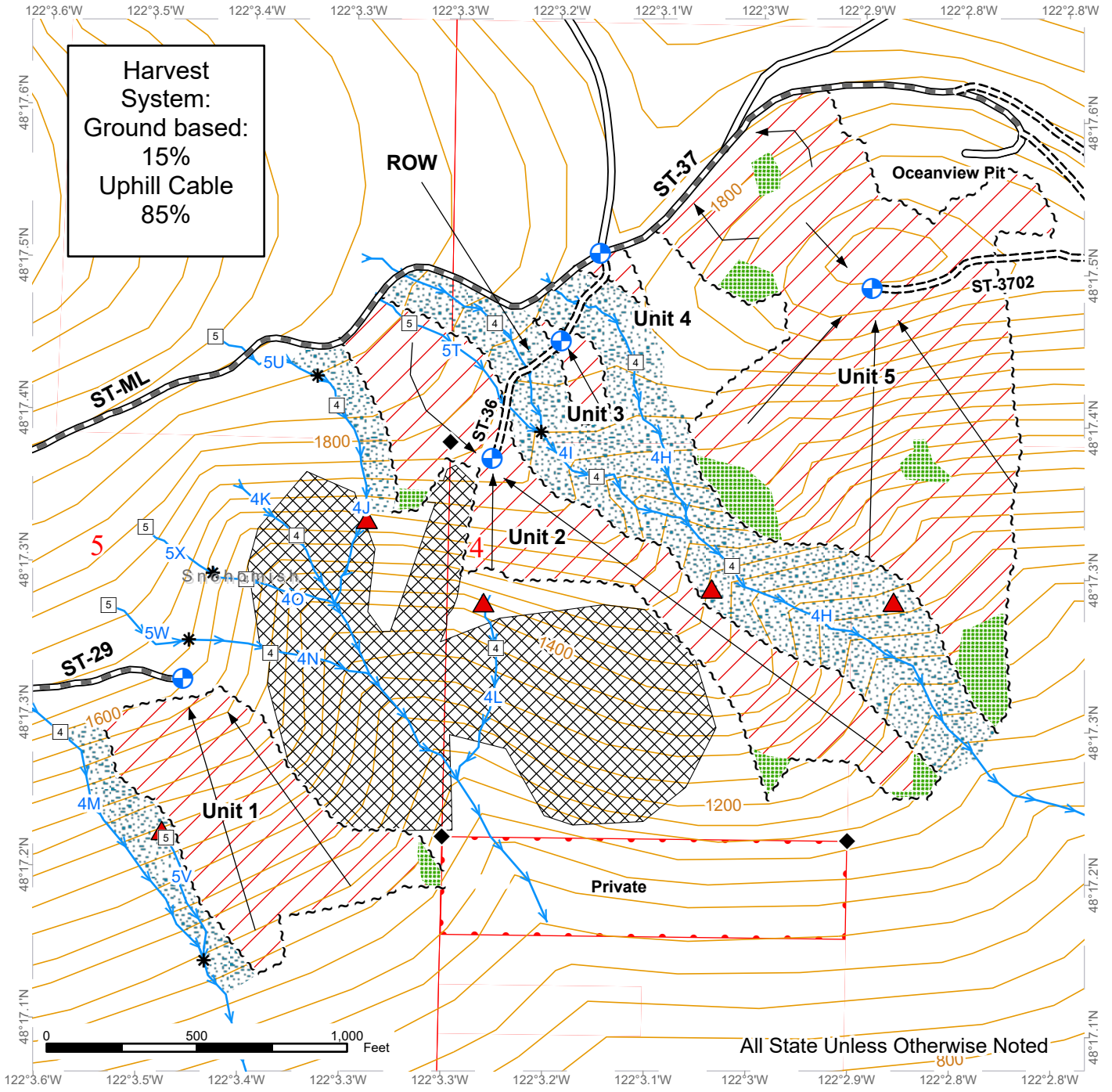
Compiled by: J. Westra

Date: 8/17/2023

LOGGING PLAN MAP

SALE NAME: STILLY REVISITED
AGREEMENT#: 30-093860
TOWNSHIP(S): T32R6E
TRUST(S): Agricultural School (4), State Forest Purchase (2), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 680-1960



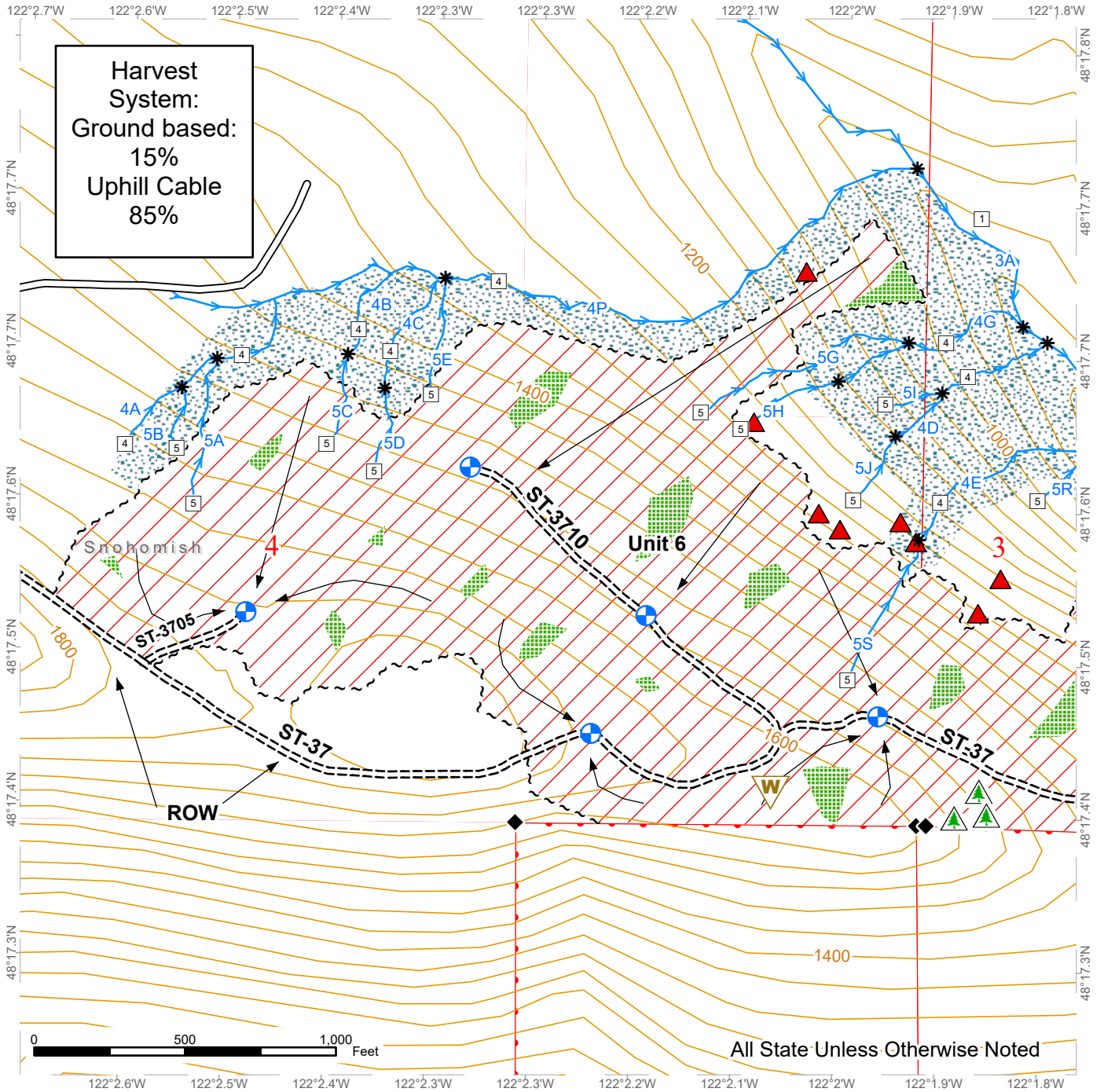
Harvest System:
 Ground based: 15%
 Uphill Cable 85%

→ Cable Harvest	* Stream Break	▭ DNR Managed Lands
~ ~ ~ Sale Boundary Tags	○ Existing Roads	◆ Survey Monument
▨ Variable Retention Harvest	▬ Required Pre-Haul Maintenance	▲ Bedrock Hollow
⊕ Landing - Proposed	▬ New Construction	▨ No Entry
→ Streams	— Contours 40-foot	▨ Leave Tree Area
▭ Stream Type 4	▭ Public Land Survey Townships	▨ Riparian Mgt Zone
▭ Stream Type 5	▭ Public Land Survey Sections	

LOGGING PLAN MAP

SALE NAME: STILLY REVISITED
AGREEMENT#: 30-093860
TOWNSHIP(S): T32R6E
TRUST(S): Agricultural School (4), State Forest Purchase (2), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 680-1960



Harvest System:
 Ground based: 15%
 Uphill Cable 85%

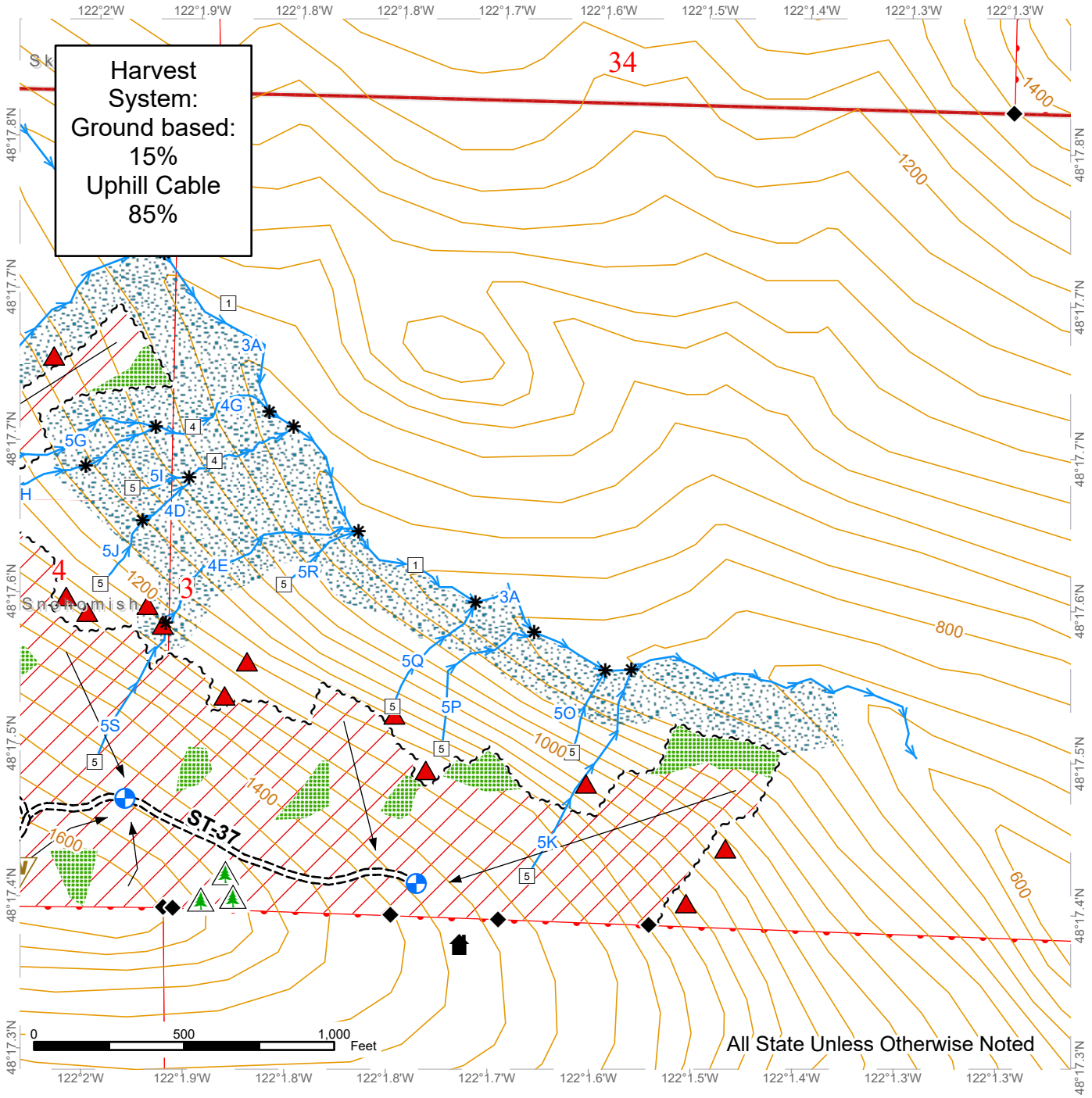
→ Cable Harvest	W Waste Area	Existing Roads	◆ Survey Monument
~ ~ Sale Boundary Tags	Streams	--- New Construction	▲ Bedrock Hollow
Variable Retention Harvest	1 Stream Type 1	Contours 40-foot	Leave Tree Area
⊕ Landing - Proposed	4 Stream Type 4	Public Land Survey Townships	Riparian Mgt Zone
▲ Non-Tradeable Leave Trees	5 Stream Type 5	Public Land Survey Sections	
* Stream Break		DNR Managed Lands	



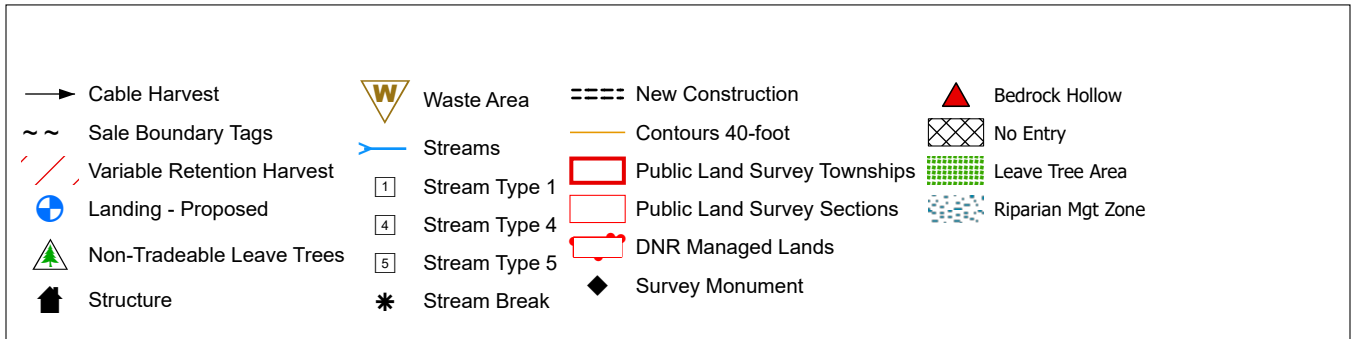
LOGGING PLAN MAP

SALE NAME: STILLY REVISITED
AGREEMENT#: 30-093860
TOWNSHIP(S): T32R6E
TRUST(S): Agricultural School (4), State Forest Purchase (2), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 680-1960



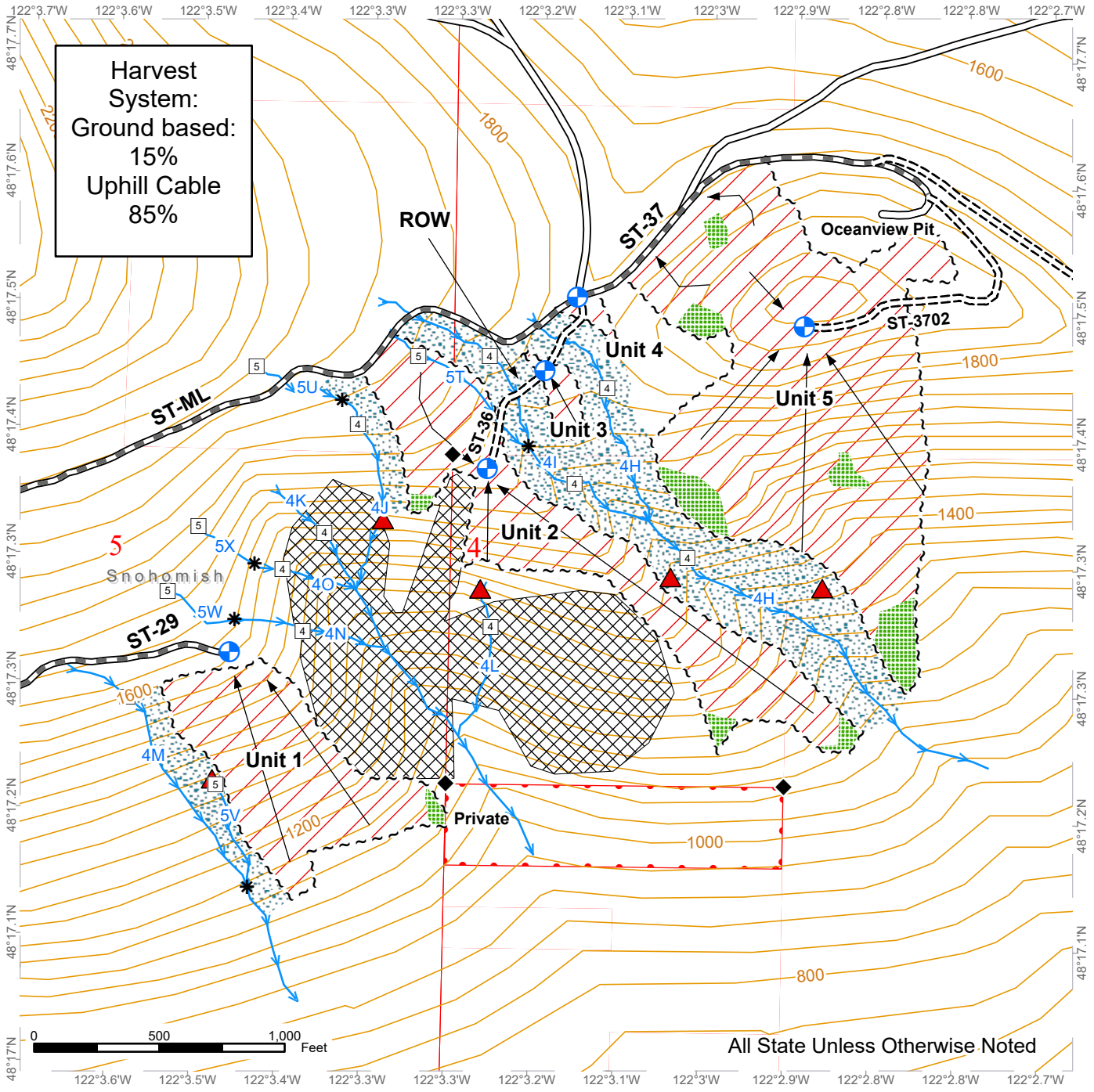
All State Unless Otherwise Noted



LOGGING PLAN MAP

SALE NAME: STILLY REVISITED
AGREEMENT#: 30-093860
TOWNSHIP(S): T32R6E
TRUST(S): Agricultural School (4), State Forest Purchase (2), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 680-1960



Harvest System:
 Ground based: 15%
 Uphill Cable 85%

All State Unless Otherwise Noted

→ Cable Harvest	* Stream Break	▭ DNR Managed Lands
~ ~ ~ Sale Boundary Tags	— Existing Roads	◆ Survey Monument
▨ Variable Retention Harvest	— Required Pre-Haul Maintenance	▲ Bedrock Hollow
⊕ Landing - Proposed	--- New Construction	▧ No Entry
— Streams	— Contours 40-foot	▨ Leave Tree Area
④ Stream Type 4	▭ Public Land Survey Townships	▨ Riparian Mgt Zone
⑤ Stream Type 5	▭ Public Land Survey Sections	

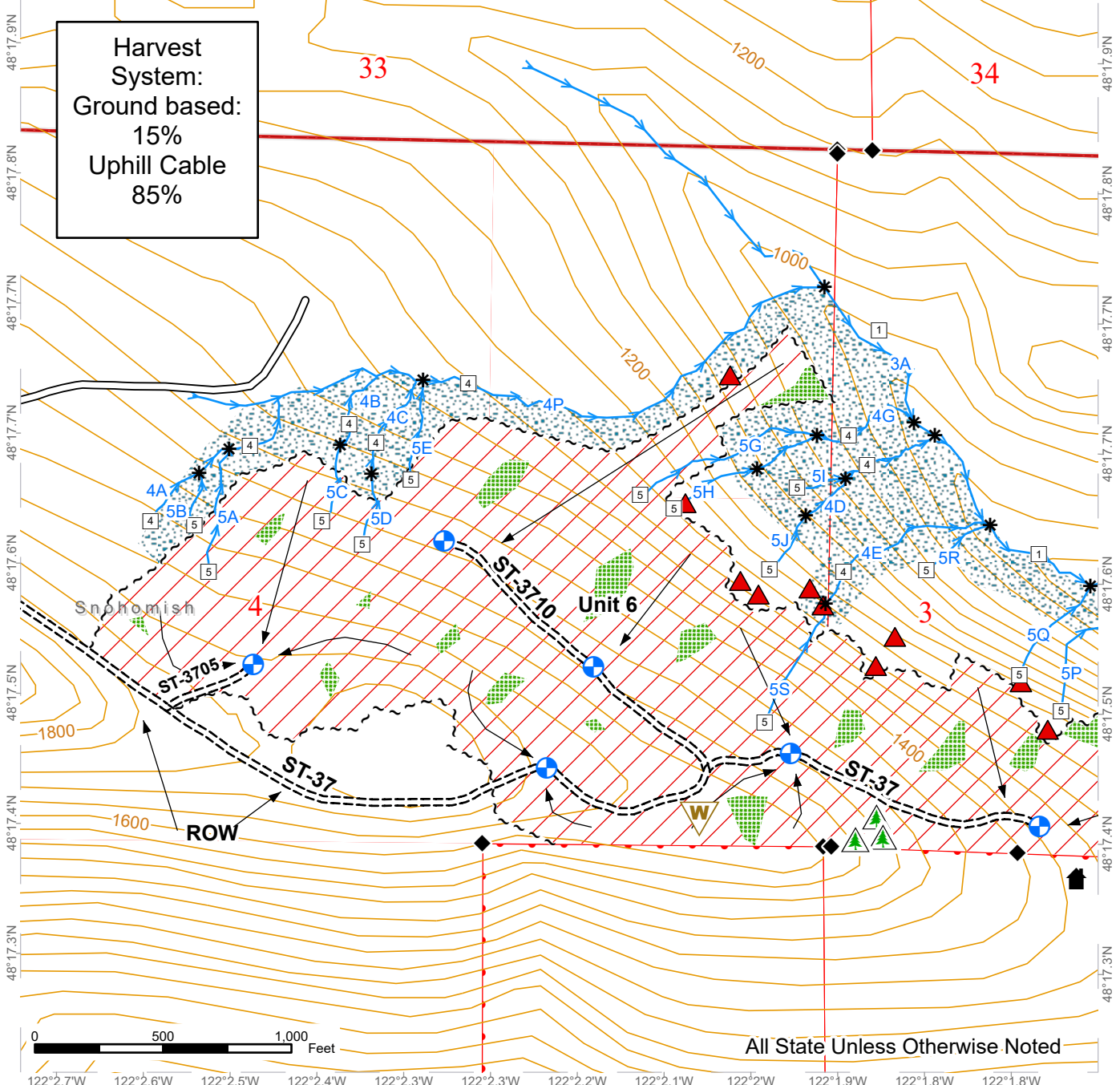


LOGGING PLAN MAP

SALE NAME: STILLY REVISITED
AGREEMENT#: 30-093860
TOWNSHIP(S): T32R6E
TRUST(S): Agricultural School (4), State Forest Purchase (2), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 680-1960

122°2.7'W 122°2.6'W 122°2.5'W 122°2.4'W 122°2.3'W 122°2.3'W 122°2.2'W 122°2.1'W 122°2'W 122°1.9'W 122°1.8'W 122°1.8'W

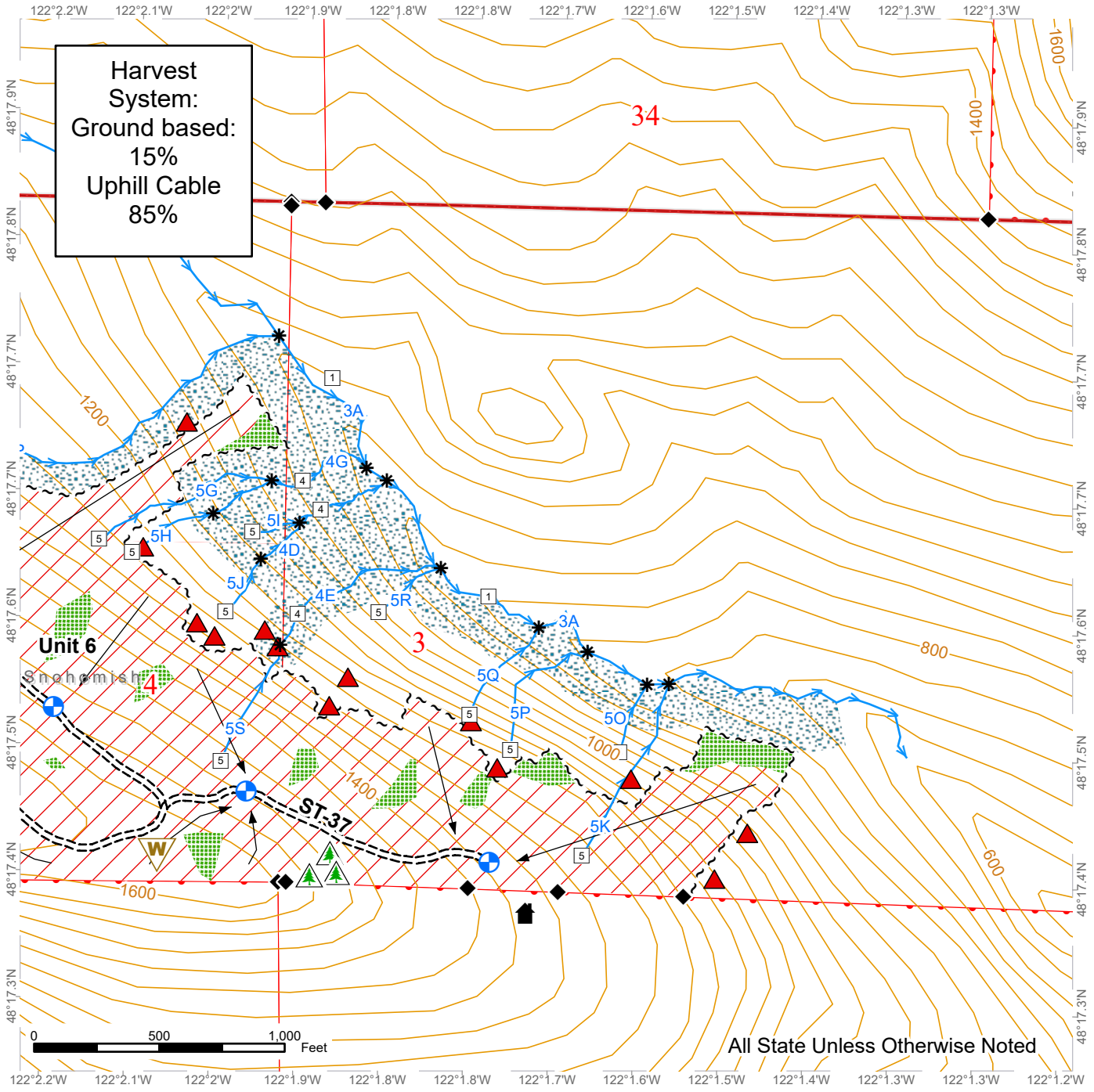


→ Cable Harvest	Waste Area	— Existing Roads	◆ Survey Monument
~ ~ ~ Sale Boundary Tags	Streams	=== New Construction	▲ Bedrock Hollow
Variable Retention Harvest	① Stream Type 1	— Contours 40-foot	No Entry
Landing - Proposed	④ Stream Type 4	Public Land Survey Townships	Leave Tree Area
Non-Tradeable Leave Trees	⑤ Stream Type 5	Public Land Survey Sections	Riparian Mgt Zone
Structure	* Stream Break	DNR Managed Lands	

LOGGING PLAN MAP

SALE NAME: STILLY REVISITED
 AGREEMENT#: 30-093860
 TOWNSHIP(S): T32R6E
 TRUST(S): Agricultural School (4), State Forest Purchase (2), State Forest Transfer (1)

REGION: Northwest Region
 COUNTY(S): Snohomish
 ELEVATION RGE: 680-1960



All State Unless Otherwise Noted

→ Cable Harvest	W Waste Area	--- New Construction	▲ Bedrock Hollow
~ ~ Sale Boundary Tags	Stream	— Contours 40-foot	⊠ No Entry
Variable Retention Harvest	1 Stream Type 1	Public Land Survey Townships	▨ Leave Tree Area
⊕ Landing - Proposed	4 Stream Type 4	Public Land Survey Sections	▨ Riparian Mgt Zone
▲ Non-Tradeable Leave Trees	5 Stream Type 5	DNR Managed Lands	
Structure	* Stream Break	◆ Survey Monument	

EASEMENT

Z 238

The Grantor: W. N. Wesson and Florence J. Wesson

husband and wife, for and in consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid, receipt whereof is hereby acknowledged, convey and grant to the STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, grantee and/or assigns, an easement for road right-of-way over and across the the following described lands in Snohomish County, State of Washington, to-wit: N¹/₂ of the SE¹/₄ of the SE¹/₄, Section 1, Township 32 North, Range 5 East, T. N. M.

For forest protection and forest management

as shown on plat attached to and by reference made a part of this easement, subject to the authority of the Supervisor of the Department of Natural Resources to regulate the use thereof.

It is specifically understood that the grantors have granted this easement to the grantee in connection with the purposes for which it is granted and that the grantors assume no liability either to the grantee, its agents or employees, or any other person or firm using said easement by permission of the grantee or otherwise; and that the grantee shall require any third party using said easement with its permission to provide liability insurance in an amount satisfactory to the grantor but limited to ten thousand Dollars (\$10,000.), indemnifying and protecting the grantors from any liability by reason of such use.

It is further understood and agreed that the grantors have exercised no authority or control over the grantee in the construction or utilization of said easement and that the same is for the use and benefit of the grantee and its assigns and is without any liability whatsoever on the part of the grantor in connection with the exercise thereof.

PROVIDED nothing herein will prevent the grantor from making use of such road on his own risk provided the grantor shall contribute to the maintenance thereof in proportion to such use to the end that such maintenance will leave the road in as good a condition as existed at the commencement of such use.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals this 27th day of March 19 59.

Approved as to Form Only

W. N. Wesson (SEAL)

3rd day of April, 1957

Florence J. Wesson (SEAL)

JOHN J. O'CONNELL
Attorney General

(SEAL)

By Mitchell Doumit
Assistant Attorney-General

(SEAL)

STATE OF WASHINGTON)

ss.

COUNTY OF Pierce)

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 27th day of March, 19 59, personally appeared before me W. N. Wesson and Florence J. Wesson to me known to be the individual s described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

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

Gay Loring
Notary Public in and for the State of Washington
residing at Tacoma

FORM -
EASEMENT
GENERAL

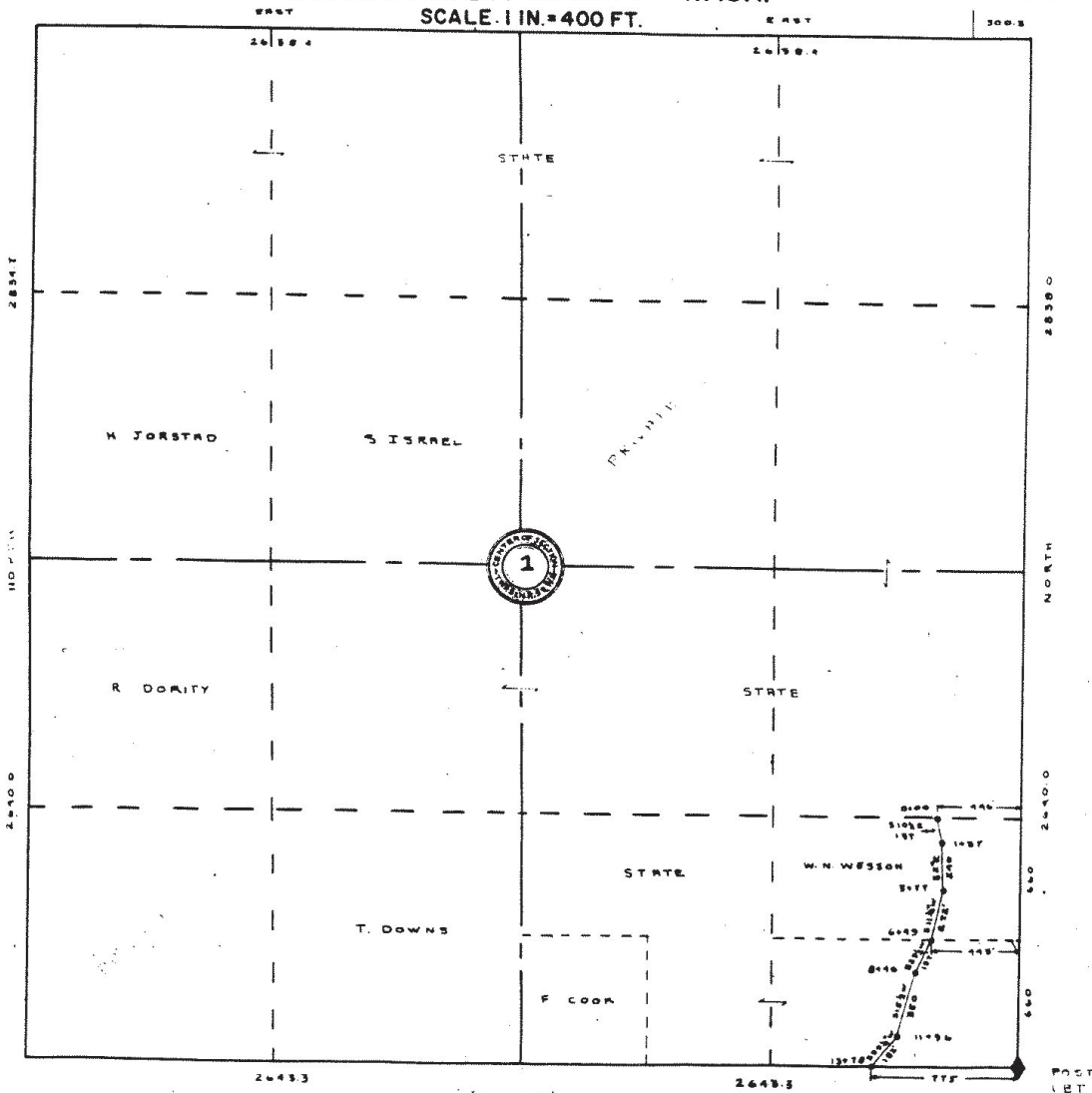
STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 RIGHT OF WAY PLAT

SL-0-1300 ROAD

SEC. 1 T.32N. R.5E. WM.
 SNOHOMISH COUNTY WASH.

3/25/53
 11/1/53
 17
 235

SCALE: 1 IN. = 400 FT.



TRAVERSED BY: R. GEIMER & S. ALBERT
 DRAWN BY: R. GEIMER
 DATE: 5-5-53
 DECLINATION: 22 1/2°

I, WILLIAM C. GROSS, SUPERVISOR OF FOREST ENGINEERING, DO
 HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE
 LOCATION OF SAID ACCESS ROAD ACROSS SECTION 1 TOWNSHIP
 32 NORTH, RANGE 5 WEST, WILLAMETTE MERIDIAN
 W. C. Gross
 SUPERVISOR OF FOREST ENGINEERING

AUG 9 - 1984

MARK SIEVERS, Snohomish County Treasurer
Mark Sievers
Deputy

THIS AGREEMENT, made and entered into this 11th day of July,
19 84, by and between PACIFIC DENKMANN COMPANY, herein called "Pacific Denkmann," and
STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein
called "the State," WITNESSETH:

I

Pacific Denkmann, for and in consideration of One Dollar (\$1.00), hereby grants and
conveys to the State, its successors and assigns, a perpetual non-exclusive easement upon,
over, and along rights of way thirty (30) feet in width over and across the property
legally described as the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$
lying easterly of the county road in Section 12, Township 32 North, Range 5 East, W.M., in
Shohomish County, Washington, being fifteen (15) feet on each side of the centerline of a
road or roads located approximately as shown in red for existing road and yellow for new
construction on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject
to the following terms and conditions:

1. The easement is conveyed for the purpose of construction, reconstruction, use and
maintenance of a road or roads for the purpose of hauling forest products and
other valuable materials from lands now owned or hereafter acquired by the State,
and to provide access to said lands for land management and administrative
activities.
2. Pacific Denkmann reserves for itself, its successors and assigns, the right at all
times for any purpose, to cross and recross at any place on grade or otherwise,
and to use said rights of way in a manner that will not unreasonably interfere
with the rights granted to the State herein.
3. Pacific Denkmann may grant to third parties, upon such terms as it chooses, any or
all of the rights reserved by it herein; provided, that use by such party shall be
subject to the terms and conditions of this agreement and shall not unreasonably
interfere with the rights granted to the State herein.
4. 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.

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5. 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 of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
6. Unless the parties hereto 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.
7. Pacific Denkmann reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
8. The 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 the State or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify Pacific Denkmann 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 forthwith upon the completion of such use notify Pacific Denkmann thereof.
9. The State shall require each of its Permittees, before using any of said roads for commercial purposes to:
 - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
 - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;
 - (2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or
 - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
 - (b) Deliver to Pacific Denkmann a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Pacific Denkmann ten (10) days' written notice prior to any cancellation or modification.
10. The State hereby releases and waives any claims or rights that it may have to or in any other easements or rights of way over and across the Property and hereby conveys and quit claims to Pacific Denkmann any interest it may have in the property.

It is understood and agreed between the parties hereto that this agreement supersedes and terminates the following instrument:

(a) Easement dated May 27, 1983, granted by Pacific Denkmann, as recorded under Auditors File Number 8307140230, in Volume 1797, pages 2940-2947 records of Snohomish County.

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11. Insofar as the State may be authorized to do so from time to time under the laws of the State of Washington, the State will protect, save and hold harmless Pacific Denkmann from all claims, costs, damages or expense arising out of the negligence of the State. In the case of negligence of both Pacific Denkmann and the State, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

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

PACIFIC DENKMANN COMPANY

By Nathaniel B Page President
Title

Attest Quane J. Weston Vice President
Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands

Easement No. 2035
401304

STATE OF WA }
County of King } ss

On this 12th day of July, 19 84, before me personally appeared Nathaniel B Page and Quane Weston, to me known to be the President and Vice President, respectively, of Pacific Denkmann Co. the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



A. Corrine Haimm
Notary Public in and for the State of
WA, residing at Kitsap.


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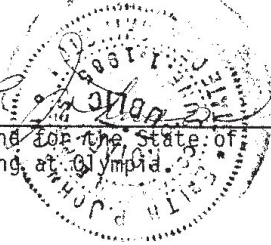
STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 19th day of July, 1987, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



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



8408100220

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Commissioner of Public Lands

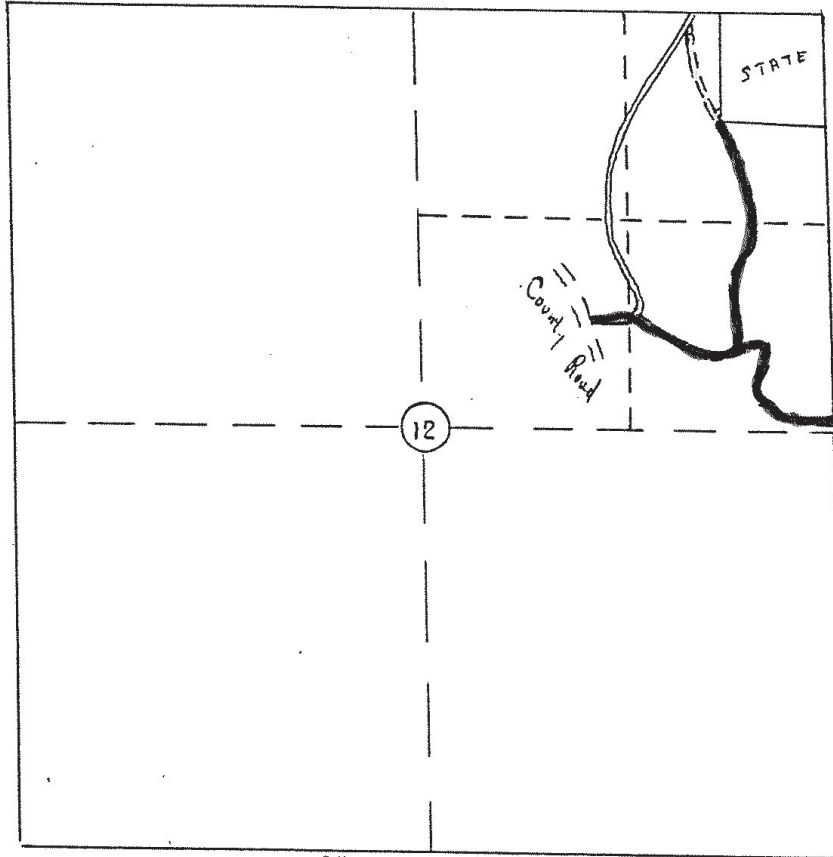
Application No. 43779

County Snohomish Co.

Name of Sale Stinson Hill

Area Northwest

TOWNSHIP 32 NORTH, RANGE 5 E. W.M.



Wesley Smith

1984 AUG 10 PM 12:36
DIANE WILLIAMS, AUCTIONEER
SNOHOMISH COUNTY, WASH.

RECORDED

8408100220

SCALE: 1" = 1000'

Drawn By: Andy Andersen

Date: 3/8/84

EXHIBIT 'A'

BRIAN BOYLE
Commissioner

MAY 1 - 1984

RECORDED
APR - 1984

EASEMENT
No. 2064

RECEIVED
1984 APR 19 PM 2:03

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY *Dean Williams*

0404190199

THIS AGREEMENT, made and entered into this 3rd day of April, 1984, by and between PACIFIC DENKMANN COMPANY, a Washington corporation, herein called "Pacific Denkmann," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

A. Pacific Denkmann for and in consideration of TWENTY THOUSAND ONE HUNDRED SEVENTY DOLLARS (\$20,170) and the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent nonexclusive easement upon, over, and along rights of way forty (40) feet in width, over and across the lands in Snohomish County, Washington, described on the attached "Exhibit A," being twenty (20) feet on each side of the centerline of a road, except said right of way shall be twenty (20) feet in width through the S1/2NE1/4SW1/4 and N1/2NE1/4SW1/4 being that portion of the road lying northwesterly of the centerline of said right of way, located approximately as shown in red on the attached "Exhibit B."

Subject as to said lands to all matters of public record.

B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Pacific Denkmann, its successors and assigns, a permanent nonexclusive easement upon, over, and along rights of way forty (40) feet in width over and across the lands in Snohomish County, Washington, described on the attached "Exhibit A," being twenty (20) feet on each side of the centerline of a road except said right-of-way shall be twenty (20) feet in width through the S1/2NE1/4SW1/4 and N1/2NE1/4SW1/4 being that portion of the road lying southeasterly of the centerline of said right-of-way,

NO SALES TAX
REQUIRED

APR 19 1984

KIRKE SIEVERS, Snohomish County Treasurer
By *Kirke Sievers*
Deputy

8404190199

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0404190199

located approximately as shown in green on the attached
"Exhibit B."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities.

Provided, however, thirty (30) days prior to any reconstruction, and/or betterment of said roads by either party on lands of the other party, the initiating party will submit to the land owning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide to the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

2. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise on its own lands, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

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3. Each party hereto may grant to third parties, upon such terms as it chooses, on its own lands, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

4. Each party hereto 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 a party hereto or one of its Permittees plans to use any portion of said roads which is on the land of the other party for the purpose of hauling timber or other valuable materials, such party shall notify the land owning party of such planned use 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 forthwith upon the completion of such use notify the other party thereof.

5. 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 at the standards

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share the costs of improvements in advance of such improvements

7. Unless the parties hereto agree in writing to

replacement cost to be borne by each user of said road.

party to undertake the replacement, and the shares of

hereto shall meet to agree upon the cost of replacement, the

not caused by an authorized user of said road, the parties

said road. Should inordinate damage to a road occur which is

that which it would cause through normal and prudent usage of

that damage to said road occasioned by it which is in excess of

repair, or cause to be repaired, at its sole cost and expense,

6. Each party using any portion of a road shall

their present condition or as hereafter improved.

road structure and road facilities as nearly as possible in

the work normally necessary to preserve and keep the roadway,

For purposes of this agreement, maintenance is defined as

resurfacing said road or portion thereof.

share of the cost incurred by said maintainer in maintaining or

using said road or a portion thereof, shall pay its pro rata

(b) A method of payment by which each party

portion thereof being used; and

upon rate the maintenance and resurfacing of the road or the

perform or cause to be performed at a reasonable and agreed

be one of the parties hereto or any third party, who will

(a) The appointment of a maintainer, which may

shall not be limited to:

maintenance provisions. Such provisions shall include, but

thereof, the parties hereto shall meet and establish necessary

more than one party is using the same road, or any portion

existing at the time use is commenced. During periods when

being made, such improvements shall be solely for the account of the improver.

8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes, to:

(a) Obtain and, during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000) for injury to one person, Five Hundred Thousand Dollars (\$500,000) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000) for injury to one person, Three Hundred Thousand Dollars (\$300,000) for any one occurrence, and one Hundred Thousand Dollars (\$100,000) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

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(b) Deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.

10. a) Insofar as the State may be authorized to do so from time to time under the laws of the State of Washington, the State will protect, save and hold harmless Pacific Denkmann from all claims, costs, damages or expense arising out of the negligence of the State resulting from the use of the easement.

b) Pacific Denkmann will protect, save and hold harmless the State from all claims, costs, damages or expense arising out of the negligence of Pacific Denkmann, its heirs, assigns, or permittees resulting from the use of the easement.

c) In a case of negligence by both Pacific Denkmann and the State, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

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11. (a) The State shall make arrangements to pay to Pacific Denkmann the sum of Twenty Thousand One Hundred Seventy Dollars (\$20,170), as identified in Paragraph I A., so that said obligation shall be extinguished within a period of four (4) years from the date hereof.

(b) In the event that the State and Pacific Denkmann shall amortize another easement agreement within a period of four (4) years from the date hereof and, as a result, Pacific Denkmann shall incur a monetary obligation to the State, the amount of Pacific Denkmann's obligation may be credited, at Pacific Denkmann's option, against the then remaining obligation of the State, if any, set forth in this easement.

12. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds; provided, however, that if the payments set forth in Paragraph 11(a) are not made within four (4) years from the date hereof, Pacific Denkmann's easement grant to the State set forth in Paragraph I A. shall be automatically rescinded and terminated and shall be null, void, and of no further force and effect.

PACIFIC DENKMANN COMPANY

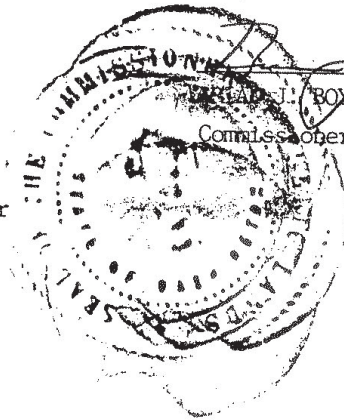
By Nathaniel B. Pass (Presi
TITLE

ATTEST Quame D. Weston - Vice Pres.
TITLE



Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

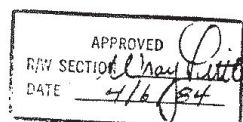


BOYLE
Commissioner of Public Lands

Affix Seal of Commissioner
of Public Lands
Easement No. 2064
013122

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STATE OF WASHINGTON)

) ss.

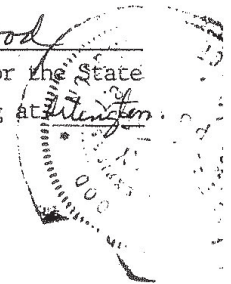
COUNTY OF SNOHOMISH)

On this 3rd day of April, 1984, before me, a Notary Public in and for the State of Washington, personally appeared Nathaniel B. Page and Duane D. Weston to me known to be the persons who signed as President and Vice President, respectively, of Pacific Denham Co. the corporation that executed the within and foregoing instrument; acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation

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

Barbara Wood

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



STATE OF WASHINGTON)

) ss.

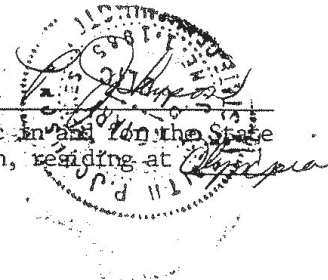
COUNTY OF THURSTON)

On this 4th day of April, 1984, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

Edith P. Johnson

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



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EXHIBIT A

PACIFIC DENKMANN COMPANY LANDS

Portions of Section 8, Township 32 North,
Range 6 East, W.M., described as follows:

S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, that portion
of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying north-
westerly of the centerline of the State Forestry
road.

STATE LANDS

Portions of Section 8, Township 32 North,
Range 6 East, W.M., described as follows:

NW $\frac{1}{4}$ SE $\frac{1}{4}$, and that portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and
N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying southeasterly of the centerline
of the State Forestry road.

Easement No. 2064

EXHIBIT A

8404190199

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

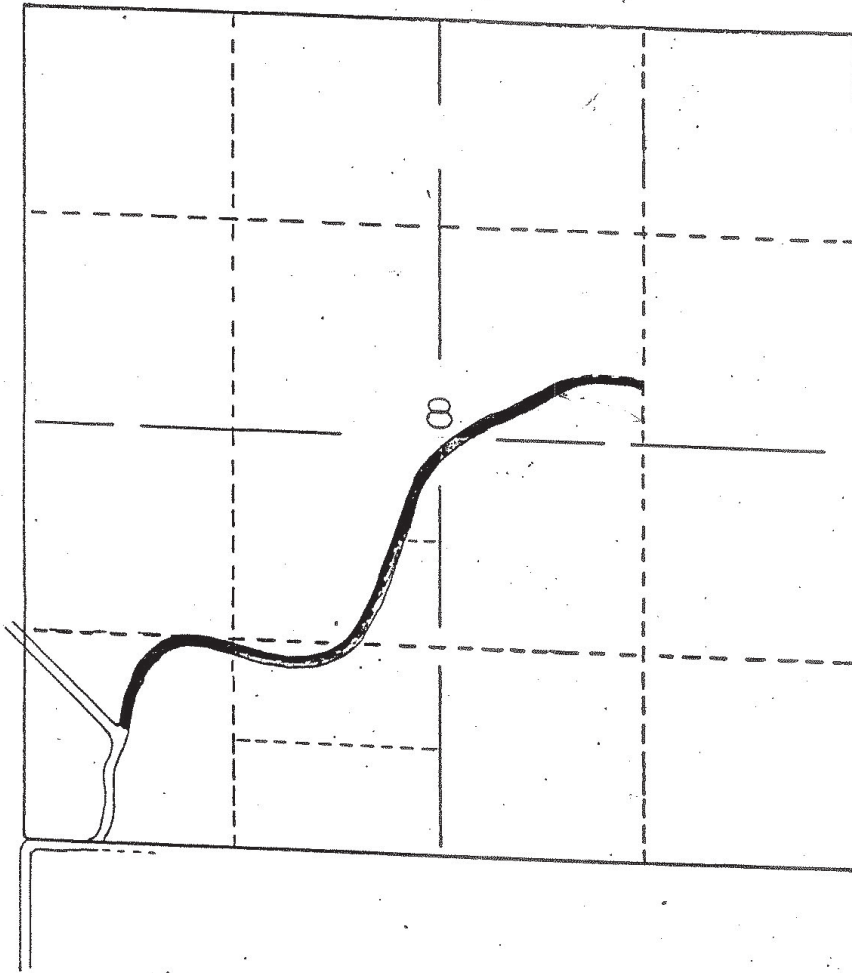
Application No. _____

County Snohomish

Name of Sale _____

District _____

TOWNSHIP 32 NORTH, RANGE 6 E. W.M.



8404190199

SCALE: 1" = 1000'

Drawn By: w.L.

Date: 6-29-83

LEGEND

GOVERNMENTAL
DOCUMENT
DEFERRED FEE

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands
Olympia, Washington 98504

NO EXCISE TAX
REQUIRED

SEP 30 1991

EASEMENT SUPPLEMENT

KIPKE SIEVERS, Snohomish County Treasurer

23rd Day KIPKE SIEVERS

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 23rd day of September 1991, by and between PACIFIC DENKMANN COMPANY, a Washington corporation herein called "Pacific Denkmann," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Whereas, on the 3rd day of April, 1984, Pacific Denkmann and the State entered into an easement exchange hereinafter called Original Easement, which was recorded in the records of Snohomish County, Washington, on the 19th day of April, 1984, in Volume 1839 of Deeds, pages 1322-1331 under Auditor's File No. 8404190199. Said Original Easement is hereby supplemented as follows:

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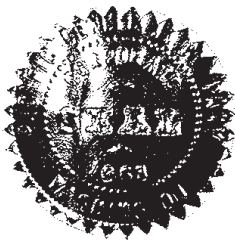
- A. Pacific Denkmann for and in consideration of Seven Thousand Nine Hundred Sixty Dollars (\$7,960.00) hereby grants and conveys to State, its successors and assigns; 1) a permanent, nonexclusive easement upon, over, and along rights of way sixty (60) feet in width, being thirty (30) feet on each side of the centerline of a road located in portions of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 12, Township 32 North, Range 5 East, W.M., in Snohomish County, Washington, and, 2) a permanent, non-exclusive easement upon, over, and along rights of way forty (40) feet in width, being twenty (20) feet on each side of a centerline of a road located in portions of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, Township 32 North, Range 6 East, W.M., in Snohomish County, Washington, both rights of ways being located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

- B. Thirty (30) days prior to any construction, reconstruction, or development, the State shall submit to Pacific Denkmann, for written approval, a complete and detailed plan of operation for the development of the right of way. The State's operations specified hereinabove shall be conducted in accordance with the provisions of the approved Plan of Operation in force at the time of the commencement of said operations and the State shall provide for the examination of the right of way with a Pacific Denkmann representative, before any construction, reconstruction, or development is commenced.

Except as herein supplemented all of the terms, conditions and reservations of the Original Easement shall remain in full force and effect.

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

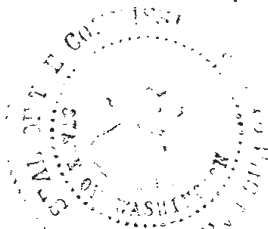


Affix Seal of Corporation

PACIFIC DENKMANN COMPANY

By Nashel R. Boye President
Title

Attest Shane D. Weston - Vice President
Title



Affix Seal of Commissioner of Public Lands

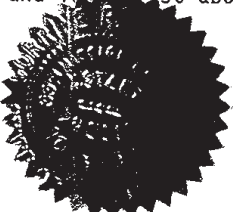
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

R. Bruce Mackey
R. BRUCE MACKEY, Manager
Division of Lands and Minerals

STATE OF WA)
County of King } ss

On this 11th day of Sept., 1991, before me personally appeared Duane Weston and Nathaniel B. Pease Vice President and President respectively, of Pacific Septom Co., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

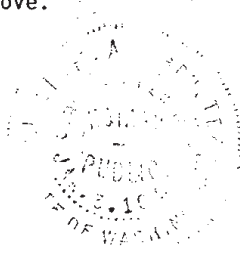


G Reinbold
Notary Public in and for the State of
King, residing at King.
My appointment expires 10/92.

STATE OF WASHINGTON)
COUNTY OF THURSTON } ss

On this 23rd day of September, 1991, before me personally appeared R. BRUCE MACKEY, to me known to be the Lands and Minerals Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



Julie M. Armbruster
Notary Public in and for the State of
Washington, residing at Olympia.
My appointment expires 1-3-93.

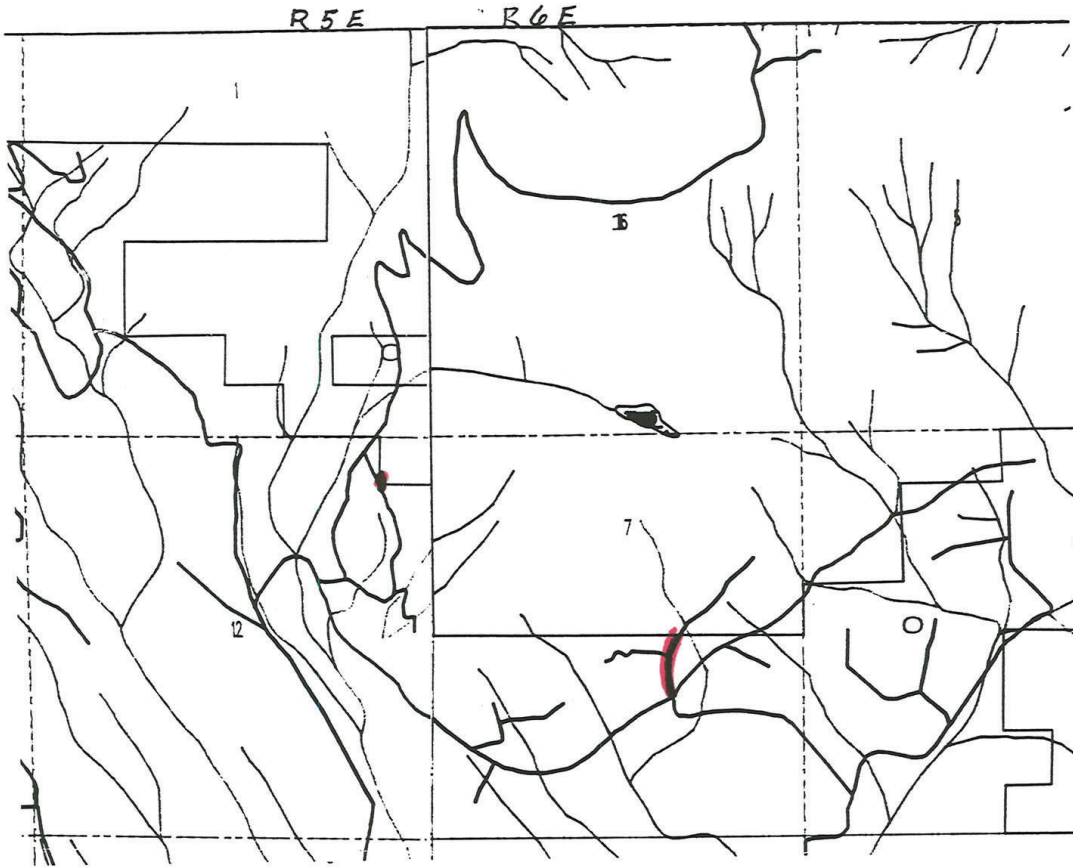
Application No.

County SNOHOMISH

Name of Sale PILCHUCK TREE FARM

Area N.W.R

TOWNSHIP 32 NORTH, RANGE 5, 6 (E.) (W.) W.M.



— EXISTING ROAD
 — RIGHT OF WAY - PILCHUCK TO STATE
 OVER NW¹/₄ NE¹/₄ NE¹/₄ SEC 12, T32N, R5E
 AND NW¹/₄ SE¹/₄ SEC 7, T32N, R6E

DEPUTY
 DEAN V. WILSON
 SNOHOMISH COUNTY CLERK
Deputy

91 OCT -2 A9:02

RECORDED

SCALE: 1:24,000

Drawn By:

Date: 8-14-91

EXHIBIT 'A'

9110020012

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