

Washington DNR Timber Sales Program

Updated information is being provided for **Festival timber sale documents as follows:**

Documents amended:

Brief Description	DATE
Timing Restrictions clarified for both Road Work and Hauling. Road work done between 11.1 and 3.31 must be authorized in writing by the State. No hauling of forest products shall occur between 11.1 and 3.31. These changes were made to the Notice and to H-131 in the Contract.	10.19.2023



TIMBER NOTICE OF SALE

SALE NAME: FESTIVAL

AGREEMENT NO: 30-104525

AUCTION: October 25, 2023 starting at 10:00 a.m., **COUNTY:** Whatcom
Northwest Region Office, Sedro Woolley, WA

SALE LOCATION: Sale located approximately 7 miles northeast of Deming WA.

**PRODUCTS SOLD
AND SALE AREA:**

All timber bounded by white timber sale boundary tags, adjacent young stands, and existing roads (BE-ML, BE-26, BE-2604 and BE-2605 roads), 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, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, property lines, adjacent young stands and existing roads (BE-ML and BE-35 roads), 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, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber bounded by white timber sale boundary tags and the BE-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 #3.

All timber as described for removal in Schedule B located in the RMZ/WMZ Riparian Restoration thinning areas (beyond the blue special management tags up to the white timber sale boundary tags) within Units #1 and #2.

All forest products above located on part(s) of Sections 8, 9, 16 and 17 all in Township 39 North, Range 5 East, W.M., containing 101 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	16	7	2,414				15		852	1,296	245	6
Hemlock	16.1		398						92	253	52	1
Redcedar	19.3		28							24	4	
Red alder	15		22						2	14	5	1
Cottonwood	15		5								5	
Sale Total			2,867									

MINIMUM BID: \$913,000.00 **BID METHOD:** Sealed Bids

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



TIMBER NOTICE OF SALE

EXPIRATION DATE: March 31, 2026 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$91,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Cable; tracked-based equipment and/or "6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires" on sustained slopes 40% or less; self-leveling equipment on sustained slopes 55% or less; tethered equipment may be utilized (See below for restrictions to authorized equipment); also, a feller-buncher may be utilized on sustained slopes 40% or less.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered feller-buncher equipment or "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" equipment prior to use. Trees may be felled and pre-bunched by the equipment but must be yarded by cable, if authorized by the Contract Administrator. 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.

ROADS: 295.10 stations of required prehaul maintenance.

Road work will not be permitted from November 1 to March 31 unless authorized in writing by the State.

The hauling of forest products restriction will not be waived: The hauling of forest products will not be permitted from November 1 to March 31.

ACREAGE DETERMINATION

CRUISE METHOD: Acres determined by GPS traverse for unit. 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: \$48,739.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

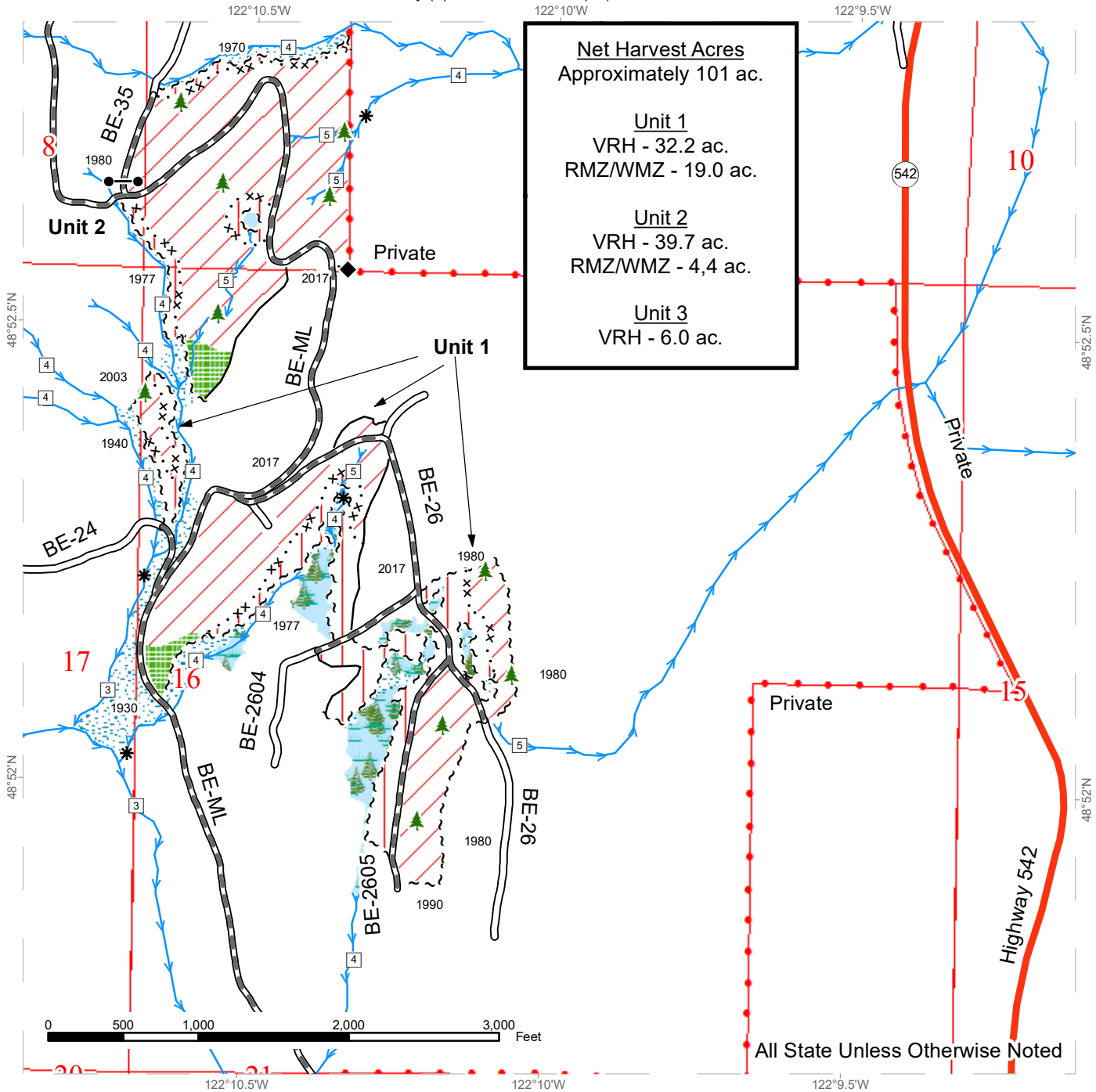
SPECIAL REMARKS:

1. Trees marked with pink paint represent the last take tree along property line boundaries.
2. Outer boundary of harvest area in RMZ/WMZ Riparian Restoration thinning areas is demarcated with blue special management tags within the sale area.
3. HQ DF noted within the sale area as well a pole quality DF. See cruise for further details.
4. Harvest is anticipated by 100% ground-based method.
5. Hauling operations are restricted from November 1 to March 31. This shall not be waived.

TIMBER SALE MAP

SALE NAME: FESTIVAL
AGREEMENT #: 30-104525
TOWNSHIP(S): T39R5E
TRUST(S): Common School and Indemnity (3), Scientific School (10)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1300-2100



Net Harvest Acres
 Approximately 101 ac.

Unit 1
 VRH - 32.2 ac.
 RMZ/WMZ - 19.0 ac.

Unit 2
 VRH - 39.7 ac.
 RMZ/WMZ - 4.4 ac.

Unit 3
 VRH - 6.0 ac.

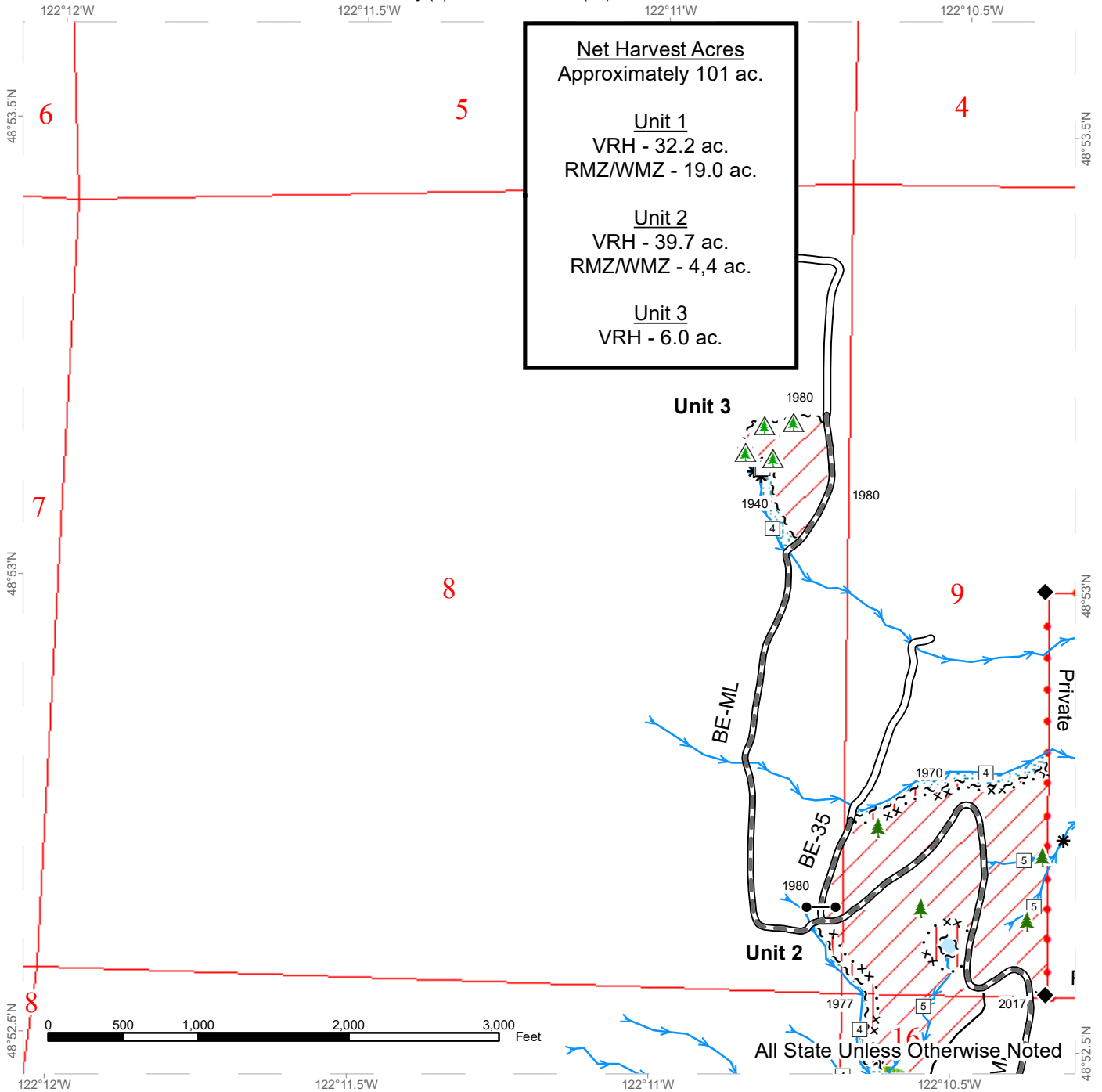
Variable Retention Harvest	Special Mgmt Area	Gate
Riparian Restoration	Timber Type Change	Leave Tree Area <1/4-acre
Leave Tree Area	Existing Roads	Found Survey Monuments
No harvest RMZ/WMZ	Required Pre-Haul Maintenance	
Forested Wetland	Streams	
DNR Managed Lands	Stream Type	
Sale Boundary Tags	Stream Type Break	



TIMBER SALE MAP

SALE NAME: FESTIVAL
AGREEMENT #: 30-104525
TOWNSHIP(S): T39R5E
TRUST(S): Common School and Indemnity (3), Scientific School (10)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1300-2100



Net Harvest Acres
 Approximately 101 ac.

Unit 1
 VRH - 32.2 ac.
 RMZ/WMZ - 19.0 ac.

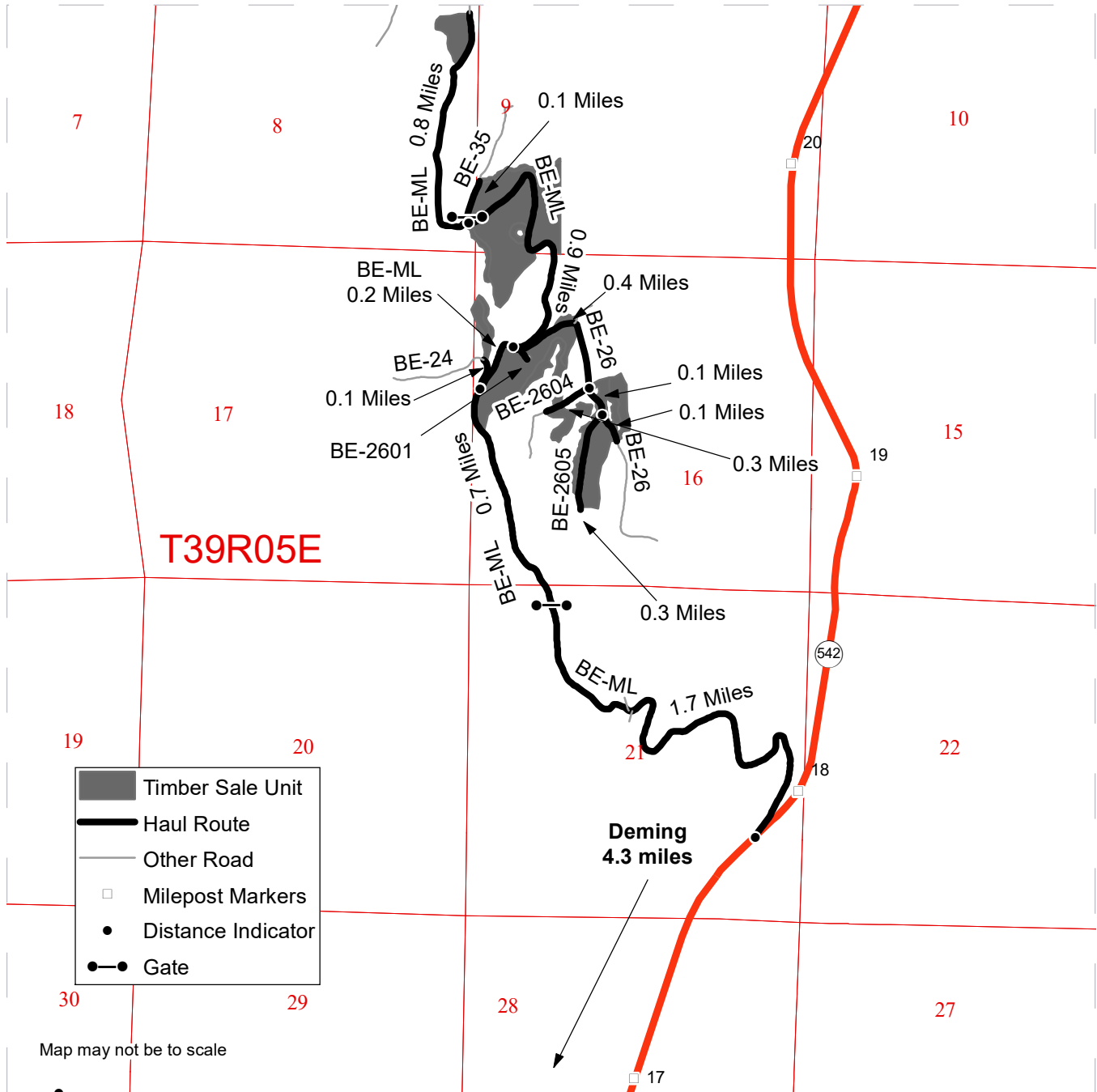
Unit 2
 VRH - 39.7 ac.
 RMZ/WMZ - 4.4 ac.

Unit 3
 VRH - 6.0 ac.

DRIVING MAP

SALE NAME: FESTIVAL
AGREEMENT#: 30-104525
TOWNSHIP(S): T39R5E
TRUST(S): Common School and Indemnity (3), Scientific School (10)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1300-2100



DRIVING DIRECTIONS:

Unit 1

From the Intersection of the BE-ML and Highway 542 (between mile posts 17 and 18), travel along the BE-ML for 1.7 miles to a yellow gate (F1-3 lock).

Continue on the BE-ML for 0.7 miles. (Unit 1 will be on the right after 0.6 miles).

Turn left onto the BE-24 for 0.1 miles to access another sub-unit of Unit 1, or continue on the BE-ML for an additional 0.2 miles (Unit 1 will be on the right).

From the intersection of the BE-26 and BE-ML, turn right onto the BE-26 for 0.4 miles to access more of Unit 1.

An additional Sub-unit and RMZ/WMZ thinning areas can be accessed from the BE-26, BE-2604, and BE-2605.

Unit 2

From the intersection of the BE-26, continue on the BE-ML for 0.9 miles. Unit 2 is on both sides of the BE-ML.

BE-35 also has access to Unit 2 (0.1 miles behind yellow gate with F1-3 lock).

Unit 3

From the intersection of the BE-ML and BE-35, travel along BE-ML for 0.8 miles (unit on left after 0.6 miles).



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0104525

SALE NAME: FESTIVAL

**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 October 25, 2023 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, adjacent young stands, and existing roads (BE-ML, BE-26, BE-2604 and BE-2605 roads), 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, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, property lines, adjacent young stands and existing roads (BE-ML and BE-35 roads), 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, forest products tagged out by blue special management tags (WMZs/RMZs), and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber bounded by white timber sale boundary tags and the BE-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 #3.

All timber as described for removal in Schedule B located in the RMZ/WMZ Riparian Restoration thinning areas (beyond the blue special management tags up to the white timber sale boundary tags) within Units #1 and #2.

All forest products above located on approximately 101 acres on part(s) of Sections 8, 9, 16, and 17 all in Township 39 North, Range 5 East W.M. in Whatcom County(s) as designated on the sale area and as shown on the attached timber sale map.

All forest products described above from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs,

including but not limited to tree tops, branches, limbs, needles, leaves, stumps, are not eligible for removal under the terms of this contract.

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
B	Thinning Prescription
D	DWD Compartment Maps (2 pages)

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$124.00 per acre per annum for the acres on which an operating release has not been issued in the Riparian Restoration (RMZ/WMZ Thinning) areas in Unit #1 and Unit #2). Payment of \$868.00 per acre per annum for the acres on which an operating release has not been issued in Variable Retention Harvest (VRH) areas.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES

EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious

manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract

Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Cottonwood	\$72.04	0	\$0.00	\$9.00	\$9.00
Douglas fir	\$328.98	0	\$0.00	\$9.00	\$9.00
Hemlock	\$237.88	0	\$0.00	\$9.00	\$9.00
Red alder	\$280.01	0	\$0.00	\$9.00	\$9.00
Redcedar	\$630.34	0	\$0.00	\$9.00	\$9.00
Other	\$326.12	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; BE-ML, BE-24, BE-26, BE-2604, BE-2605, and BE-35. 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:

Easement with:

- Anna Marie Butcher; 55-000249; dated July 21, 1967.
- Howard M. and Winifred S. Wangsness, Lucile Lind; 55-000690; dated May 8, 1972.
- G.S. Williams and Laura A. Williams; 55-000691; dated March 29, 1972.

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:

- Easement, including the terms and provisions thereof,
- For: Road
- In Favor of: C K McMillin
- Disclosed by Application No.: 50-041681

Granted: 9/2/1924
Expires: Indefinite

Assessment, including the terms and provisions thereof,
For: Flood Control
In Favor of: Whatcom County Flood Control District
Disclosed by Application No.: 79-000275
Granted: 4/14/1992
Expires: Indefinite

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 \$74,542.00. The total contract price consists of a \$0.00 contract bid price plus \$74,542.00 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

Felling 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-011 Certification of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.
Excessive damage for reserve trees is defined in clause H-013.

Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012, Purchaser shall be subject to liquidated damages (clause D-040)
When reserve tree damage exceeds the limits set forth in clause H-013, Purchaser shall be subject to liquidated damages (clause D-041).

H-012 Leave Tree Damage Definition

Leave trees are trees required for retention within the sale boundary. Purchaser shall protect leave trees from being cut, damaged, or removed during operations.

Leave tree damage exists when more than 5 percent of the leave trees are damaged in a unit and when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 20 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave 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 leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

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-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-018 Temporary Stream Crossings

A temporary stream crossing is required to access any type 5 stream.

Purchaser shall comply with the following during the yarding operation:

- a. Adhere to the approved Hydraulic Permit Application (HPA) or Forest Practice Application (FPA) with approved hydraulic project work, if required, amend a current FPA or obtain a new FPA prior to commencing any new stream crossing construction.
- b. Location of the temporary stream crossing must be approved by the Contract Administrator.
- c. A temporary stream crossing shall not exceed 12 feet in width, including rub trees.
- d. Purchaser shall suspend operations during periods of wet weather when a high potential for sediment delivery into typed waters may occur.
- e. Temporary stream crossings shall be removed at the time of completion of yarding as 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-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-090 Designated Trees Felled

All black cottonwood in the harvest area must be yarded to a landing, or upon approval of the Contract Administrator the Purchaser may provide a plan to leave a portion of these trees treated and unharvested; however, if felled shall be felled concurrently with the falling operation.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable; tracked-based equipment and/or "6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires" on sustained slopes 40% or less; self-leveling equipment on sustained slopes 55% or less; tethered equipment may be utilized (See H-141 for restrictions to authorized equipment); also, a feller-buncher may be utilized on sustained slopes 40% or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-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-131 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to March 31.

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.

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. Marked leave trees with a single blue band may be traded for trees of the same size and species with prior approval from the Contract Administrator. Marked leave trees in "Leave Tree Area" tags may be traded in the same manner with written approval from the Contract Administrator, unless in an area specified as nontradeable.

F. Fall and yard away timber from all typed waters.

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. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered feller-buncher equipment, or "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" equipment prior to use. Trees may be felled and pre-bunched by the equipment but must be yarded by cable, if authorized by the Contract Administrator. If ground disturbance is causing

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

C. There are 4 non-tradeable leave tree areas depicted on sale maps, all in Unit 3. These trees shall not be harvested.

D. Marked leave trees with a double blue band are non-tradeable and shall not be harvested.

E. Where the BE-ML crosses private property, no haul is permitted between 7:00 pm and 7:00 am. And a speed limit of 10 mph will be enforced.

F. Exposed mineral soils created by falling or yarding operations with the potential to deliver sediment to any watercourse must be mulched, water-barred and/or grass seeded prior to November 1, or concurrent with operations between November 1 and March 31.

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.

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 1/30/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on BE-ML (88+40 to 226+25), BE-24, BE-26, BE-2604, BE-2605, and BE-35 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 BE-ML (0+00 to 88+40) 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 BE-ML (0+00 to 63+70).

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-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 any type 5 stream as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-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-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$250.00 per tree for all damaged trees in the Variable Density Thinning area.

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 Variable Retention Harvest 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

Print Name

Jay Guthrie
Northwest Region Manager

Date: _____
Address: _____

Date: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule B
Thinning Prescription

No cedar salvage: this includes cedar snags, preexisting dead and down cedar trees and cedar logs.

THINNING PRESCRIPTION (RIPARIAN RESTORATION AREAS):

Units 1 and 2 RMZ/WMZ Thinning

Trees shall be selected for harvest within this special management area following the selection priority below:

1. Harvest all red alder, birch, and cottonwood (cottonwood per H-90 clause).
2. Where sufficient trees are remaining, harvest the residual conifer stand to an even 20' x 20' spacing following the selection priority below:
 - Remove western hemlock and Douglas-fir starting from the smallest diameter class.

Trees that are not described above, including western redcedar, are not designated for harvest unless necessary to facilitate safe operations. Any conifer that may need to be felled to facilitate safe operations must be approved by the Contract Administrator.

The Contract Administrator (CA) will approve and certify in writing all persons engaged in felling of timber prior to any cutting operations, per the H-011 clause of the contract.

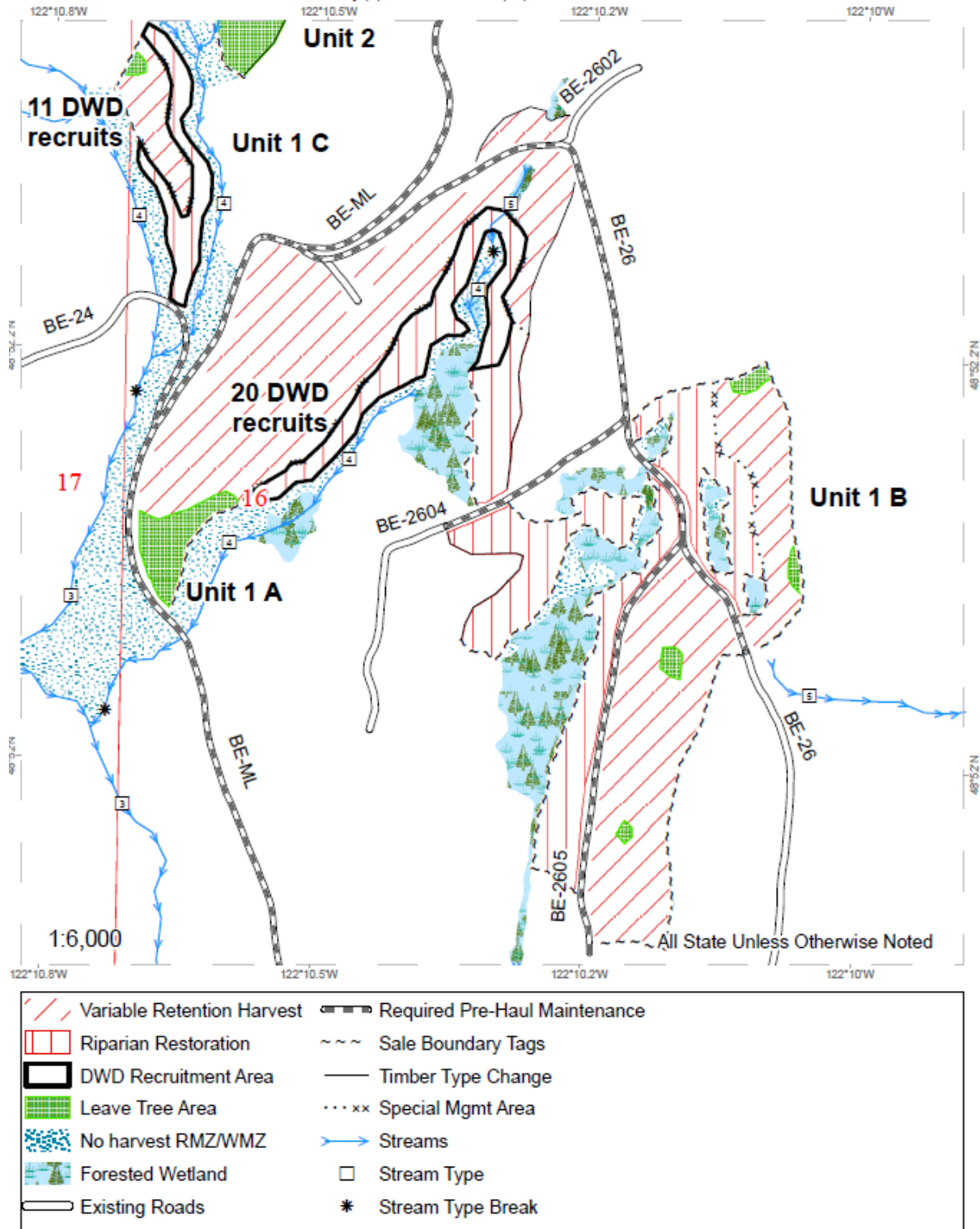
OTHER REQUIREMENTS

When operating in the RMZs, five of the largest designated conifer take trees per acre must be felled towards the buffered creek to serve as downed woody debris recruitment (DWD).

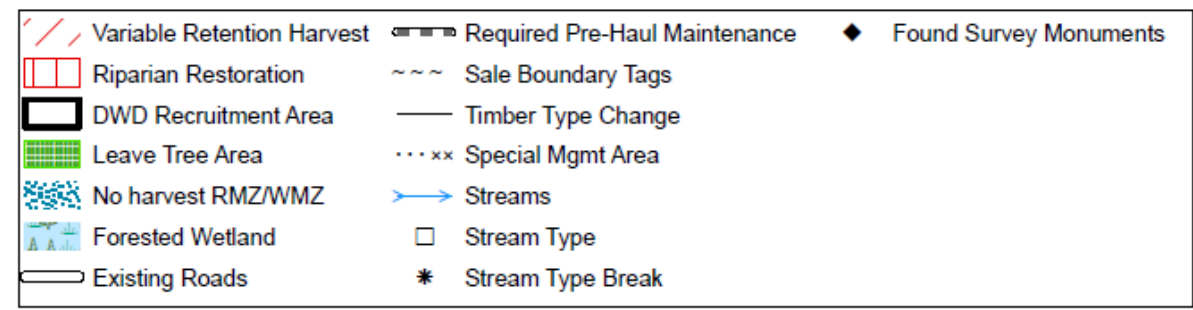
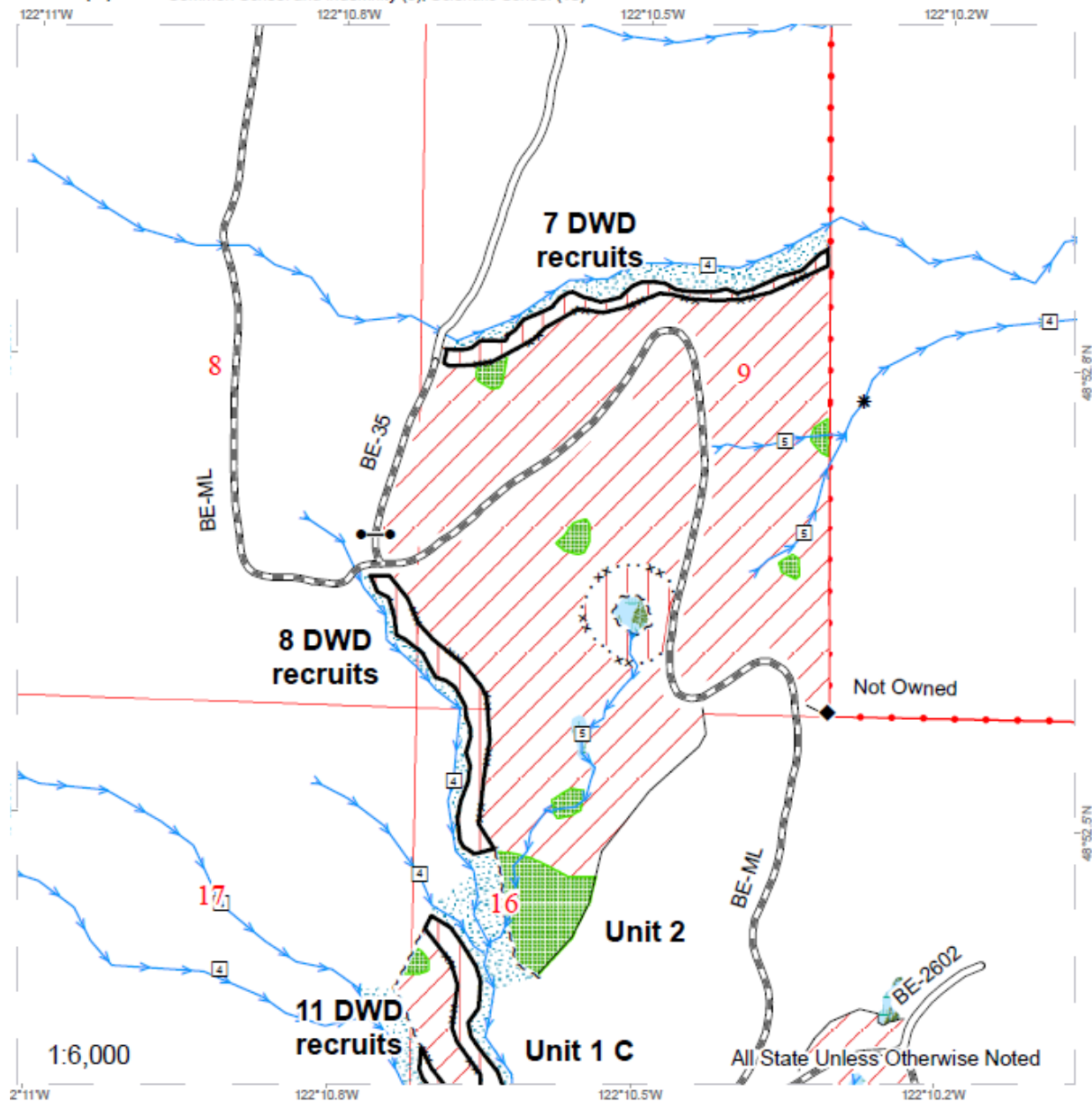
- Operator shall select the trees to be felled into the creek for DWD.
- Selected trees shall be from the largest diameter class of the designated take trees.
- There shall not be more than 100' between trees unless approved by the Contract Administrator.
- DWD recruit trees shall be selected from within 25' of the timber sale boundary tags.
- The DWD recruit trees shall be marked with orange paint on the butt and paint shall be visible from the interior of the sale.

There are 9.1 acres of RMZ thinning, not including conifer release, requiring 46 trees for DWD recruitment. See Schedule D - DWD map for DWD recruit areas and total DWD recruits per area.

Schedule D
DWD Compartment Maps (2 pages)



Schedule D DWD Compartment Maps (2 pages)





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: Festival	Region: Northwest
Agreement #: 30-104525	District: Baker
Contact Forester: Kody Beesley Phone / Location: (360) 391-2429/ Deming WC	County(s): Whatcom
Alternate Contact: Kyle Galloway Phone / Location: (360) 319-6720/ Deming WC	Other information: No CB channel designated on BE-ML.

Type of Sale: Lump Sum	
Harvest System: 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 VRH	Section 16 & 17 T39 R05E	03 10	34.5		2.2			32.3	GPS (Garmin)
1 RMZ/ WMZ	Section 16 T39 R05E	03	19.0					19.0	GPS (Garmin)
2 VRH	Sections 8, 9, & 16 T39 R05E	03 10	42.3		2.6			39.7	GPS (Garmin)
2 RMZ/ WMZ	Sections 8, 9, & 16 T39 R05E	03 10	4.4					4.4	GPS (Garmin)
3 VRH	Section 8 T39 R05E	10	6.4		0.4			6.0	GPS (Garmin)
TOTAL ACRES			106.6		5.2			101.4	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1 VRH	Variable Retention Harvest (VRH). Scattered leave trees marked with single blue ring around bole and blue slash on root collar. Leave tree clumps marked		309 total leave trees. (10 scattered and 299 clumped). A couple small pockets of root

	with "Leave Tree Area" tags. Outer boundary marked by "Timber Sale Boundary" tags with pink ribbon, pink ribbon along timber break, roads, and "Special Management Unit Boundary" with pink and blue ribbon.		rot.
1 RMZ/WMZ	Commercial thinning. Harvest all red alder, birch and cottonwood. Where sufficient trees are remaining, harvest residual conifer stand to a 20x20 spacing following the selection priority order of removing western hemlock and Douglas-fir from the smallest diameter classes first. Western redcedar is not designated for harvest. In RMZ areas, 5 of the largest conifer take trees per acre will need to be left for DWD recruitment.		See Schedule B and DWD map associated with for further clarification of prescription.
2 VRH	Variable Retention Harvest (VRH). Scattered leave trees marked with single blue ring around bole and blue slash on root collar. Leave tree clumps marked with "Leave Tree Area" tags. Outer boundary marked by "Timber Sale Boundary" tags with pink ribbon, pink ribbon along timber break, roads, and "Special Management Unit Boundary" with pink and blue ribbon.		336 total leave trees (29 scattered and 307 clumped).
2 RMZ/WMZ	Commercial thinning. Harvest all red alder, birch and cottonwood. Where sufficient trees are remaining, harvest residual conifer stand to a 20x20 spacing following the selection priority order of removing western hemlock and Douglas-fir from the smallest diameter classes first. Western redcedar is not designated for harvest. In RMZ areas, 5 of the largest conifer take trees per acre will need to be left for DWD recruitment		See Schedule B and DWD map associated with for further clarification of prescription.
3 VRH	Variable Retention Harvest (VRH). Scattered leave trees marked with single or double blue ring around bole and blue slash on root collar. Leave tree clumps marked with "Leave Tree Area" tags. Outer boundary marked by "Timber Sale		69 total leave trees (18 scattered and 51 clumped). Double banded trees and all clumps in this unit are non-tradeable.

	Boundary" tags with pink ribbon, and roads.		
--	---	--	--

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1 VRH	DF and WH w/ RA @ 26.3 mbf/ac ~850 mbf	BE-ML has a gate at start of DNR property with an F1-3 lock.	Traverse and driving maps are attached
1 RMZ/WMZ	DF and WH @ 11.1 mbf/ac ~210 mbf		
2 VRH	DF and WH @30.5 mbf/ac ~1210	Additional gate with F1-3 lock at start of the BE-35.	
2 RMZ/WMZ	DF and WH @11.4 mbf/ac ~50 mbf		
3 VRH	DF, WH, and RC w/ RA @38 mbf/ac ~230 mbf		
TOTAL MBF	~2550 mbf		

REMARKS:

<p>Timber age in units 1 and 2 ~45 years. Timber age in Unit 3 ~80 years.</p> <p>Traverse points marked with aluminum tags attached to blue and red ribbon.</p>

Prepared By: Kody Beesley Date:	Title: Natural Resource Specialist 2	CC: Kyle Galloway
--	---	--------------------------

Timber Sale Cruise Report Festival - NW

Sale Name: FESTIVAL

Sale Type: LUMP SUM

Region: NORTHWEST

District: BAKER

Lead Cruiser: Matt Llobet

Festival is located east of Deming, up the BE-ML. It consists of 3 units and includes two Riparian Management Zones (RMZs). Topography is flat with a gentle gradient in some areas. Forest roads provide drive access to all of the sale.

My total net cruise volume for Festival is 2,867 MBF. Most of the sale contains uniformly stocked, "plantation-style" Douglas-fir and western hemlock in the small-medium diameter range. The exception to this is unit 3, where the timber is an older age class and more variable. This area contains Douglas-fir, Western Hemlock, Western Red Cedar, and hardwoods. Some of the Douglas-fir contain high quality segments and pole quality specifications.

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 Maps. Bole height was measured with a laser and taken to a 5-6" top or break point (40% of diameter at 16 feet). Trees were segmented into appropriate log lengths based on preferred westside log lengths and location of defect.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	16.0	7		2,414	15	852	1,296	245	6
WH	16.1			398		92	253	52	2
RC	19.3			28			24	4	
RA	15.0			22		2	14	5	1
BC	15.0			5				5	
ALL	15.9			2,867	15	946	1,587	311	9

Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	18,953	90	6,367	10,358	2,093	44
WH	3,420		699	2,157	545	19
RC	235			205	30	
RA	171		16	96	52	8
BC	40				40	

Tons by Grade						
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
ALL	22,820	90	7,082	12,817	2,759	71

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
253.3	3.6	131.1	1.2	33,235	3.8

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FESTIVAL 1	B2C: VR, 2 BAF (46.94, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	32.3	34.5	34	18	0
FESTIVAL 1 RMZ	B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	19.0	19.0	8	8	0
FESTIVAL 2	B2C: VR, 2 BAF (46.94, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	39.7	42.3	38	19	0
FESTIVAL 2 RMZ	B2: VR, 2 BAF (46.94, 40 for some species) Measure All, Sighting Ht = 4.5 ft	4.4	4.4	4	4	0
FESTIVAL 3	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	6.0	6.4	7	7	0
All		101.4	106.6	91	56	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	4 SAW	Domestic	8.1	35	51	51	0.0	40.1	5.2
DF	LIVE	2 SAW	Domestic	13.4	38	8,395	8,246	1.8	6,266.6	836.2
DF	LIVE	2 SAW	HQ-A	15.5	32	60	60	0.0	37.3	6.1
DF	LIVE	2 SAW	Pole	15.1	36	97	97	0.0	63.5	9.8
DF	LIVE	3 SAW	Domestic	8.7	36	12,884	12,661	1.7	10,266.4	1,283.8
DF	LIVE	3 SAW	Pole	11.0	35	117	117	0.0	91.9	11.9
DF	LIVE	4 SAW	Domestic	5.7	27	2,449	2,398	2.1	2,075.1	243.1
DF	LIVE	4 SAW	Pole	8.8	21	20	20	0.0	17.8	2.0
DF	LIVE	CULL	Cull	11.2	10	157	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	18.6	40	157	147	6.3	90.4	14.9
DF	LIVE	UTILITY	Pulp	5.2	22	61	61	0.0	44.3	6.2

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
RA	LIVE	2 SAW	Domestic	12.9	20	22	18	15.3	15.5	1.9
RA	LIVE	3 SAW	Domestic	11.0	30	143	140	2.1	95.8	14.2
RA	LIVE	4 SAW	Domestic	6.9	29	52	50	4.2	51.9	5.1
RA	LIVE	UTILITY	Pulp	8.8	20	8	8	0.0	8.1	0.8
RC	LIVE	3 SAW	Domestic	9.4	36	254	240	5.4	205.3	24.4
RC	LIVE	4 SAW	Domestic	5.3	19	36	36	0.0	30.0	3.6
RC	LIVE	CULL	Cull	23.1	20	26	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	14.9	39	932	905	2.9	699.0	91.7
WH	LIVE	3 SAW	Domestic	9.3	35	2,517	2,497	0.8	2,157.1	253.2
WH	LIVE	4 SAW	Domestic	6.1	24	514	509	1.0	544.6	51.6
WH	LIVE	UTILITY	Pulp	5.4	20	15	15	0.0	19.0	1.6

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5 - 7	LIVE	Domestic	6.3	30	12	0.0	9.2	1.3
BC	8 - 11	LIVE	Domestic	9.9	40	39	0.0	30.9	4.0
DF	5 - 7	LIVE	Pulp	5.2	22	61	0.0	44.3	6.2
DF	5 - 7	LIVE	Domestic	6.2	30	5,271	1.8	4,622.5	534.5
DF	5 - 7	LIVE	Cull	6.8	13	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.7	37	9,787	1.8	7,719.0	992.5
DF	8 - 11	LIVE	Pole	10.2	30	137	0.0	109.7	13.9
DF	8 - 11	LIVE	Cull	10.9	9	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.2	38	7,375	1.6	5,684.7	747.8
DF	12 - 15	LIVE	Pole	13.8	32	28	0.0	18.6	2.8
DF	12 - 15	LIVE	HQ-A	15.5	32	60	0.0	37.3	6.1
DF	16 - 19	LIVE	Pole	16.2	40	69	0.0	44.9	7.0
DF	16 - 19	LIVE	Domestic	16.4	40	790	3.4	536.0	80.1
DF	16 - 19	LIVE	Cull	16.6	10	0	100.0	0.0	0.0
DF	16 - 19	LIVE	HQ-A	18.6	40	147	6.3	90.4	14.9
DF	20+	LIVE	Domestic	20.2	40	82	0.0	45.9	8.3
DF	20+	LIVE	Cull	20.5	16	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	6.6	26	31	0.0	31.6	3.1
RA	8 - 11	LIVE	Pulp	8.8	20	8	0.0	8.1	0.8
RA	8 - 11	LIVE	Domestic	10.4	29	159	3.2	116.1	16.1
RA	12 - 15	LIVE	Domestic	12.9	20	18	15.3	15.5	1.9
RC	5+	LIVE	Domestic	8.7	31	276	4.7	235.3	28.0
RC	5+	LIVE	Cull	23.1	20	0	100.0	0.0	0.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	5 - 7	LIVE	Pulp	5.4	20	15	0.0	19.0	1.6
WH	5 - 7	LIVE	Domestic	6.2	27	779	0.6	786.4	79.0
WH	8 - 11	LIVE	Domestic	9.9	35	2,227	0.9	1,915.3	225.8
WH	12 - 15	LIVE	Domestic	13.5	39	459	1.2	379.5	46.5
WH	16 - 19	LIVE	Domestic	17.3	40	364	3.9	265.8	36.9
WH	20+	LIVE	Domestic	20.1	40	82	7.6	53.7	8.3

Cruise Unit Report FESTIVAL 1

Unit Sale Notice Volume (MBF): FESTIVAL 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.1			950	341	493	111	6
WH	12.8			74		64	10	
ALL	14.8			1,025	341	556	121	6

Unit Cruise Design: FESTIVAL 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (46.94, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	32.3	34.5	34	18	0

Unit Cruise Summary: FESTIVAL 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	86	170	5.0	0
WH	8	15	0.4	0
ALL	94	185	5.4	0

Unit Cruise Statistics (Cut + Leave Trees): FESTIVAL 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	234.7	40.0	6.9	125.4	16.3	1.8	29,422	43.2	7.1
WH	20.7	194.8	33.4	110.9	18.7	6.6	2,296	195.7	34.1
ALL	255.4	31.4	5.4	124.2	16.7	1.7	31,718	35.6	5.7

Unit Summary: FESTIVAL 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	86	ALL	15.1	69	90	30,402	29,422	3.2	188.7	234.7	60.4	950.3
WH	LIVE	CUT	8	ALL	12.8	62	77	2,325	2,296	1.2	23.2	20.7	5.8	74.2
ALL	LIVE	CUT	94	ALL	14.9	69	89	32,727	31,718	3.1	211.9	255.4	66.2	1,024.5
ALL	ALL	ALL	94	ALL	14.9	69	89	32,727	31,718	3.1	211.9	255.4	66.2	1,024.5

Cruise Unit Report FESTIVAL 1 RMZ

Unit Sale Notice Volume (MBF): FESTIVAL 1 RMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	13.8			128	102	26
WH	16.0			72	62	10
ALL	14.5			200	164	36

Unit Cruise Design: FESTIVAL 1 RMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	19.0	19.0	8	8	0

Unit Cruise Summary: FESTIVAL 1 RMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	37	4.6	0
WH	5	6	0.8	0
ALL	14	43	5.4	0

Unit Cruise Statistics (Cut + Leave Trees): FESTIVAL 1 RMZ

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	217.1	22.9	8.1	128.0	12.8	4.3	27,783	26.3	9.2
WH	35.2	185.2	65.5	129.1	11.0	4.9	4,546	185.5	65.6
ALL	252.3	28.0	9.9	128.1	11.7	3.1	32,329	30.4	10.4

Unit Summary: FESTIVAL 1 RMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	13.8	71	93	6,776	6,758	0.3	50.8	52.8	14.2	128.4
WH	LIVE	CUT	5	ALL	16.0	70	87	3,806	3,788	0.5	21.0	29.3	7.3	72.0
ALL	LIVE	CUT	14	ALL	14.5	70	91	10,582	10,546	0.3	71.8	82.1	21.5	200.4
ALL	ALL	ALL	14	ALL	14.5	70	91	10,582	10,546	0.3	71.8	82.1	21.5	200.4

Cruise Unit Report FESTIVAL 2

Unit Sale Notice Volume (MBF): FESTIVAL 2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	16.4			1,196	449	645	102	
WH	15.5			80		63	16	2
RA	15.0			11		9	3	
RC	15.0			7		5	1	
BC	15.0			5			5	
ALL	16.3			1,299	449	721	127	2

Unit Cruise Design: FESTIVAL 2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (46.94, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	39.7	42.3	38	19	0

Unit Cruise Summary: FESTIVAL 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	86	179	4.7	0
WH	6	14	0.4	0
RA	1	2	0.1	0
RC	1	2	0.1	0
BC	1	1	0.0	0
ALL	95	198	5.2	0

Unit Cruise Statistics (Cut + Leave Trees): FESTIVAL 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	221.1	43.3	7.0	136.2	18.1	2.0	30,112	46.9	7.3
WH	17.3	239.6	38.9	117.0	34.3	14.0	2,024	242.1	41.3
RA	2.1	616.4	100.0	132.0	0.0	0.0	278	616.4	100.0
RC	2.1	616.4	100.0	79.9	0.0	0.0	168	616.4	100.0
BC	1.1	616.4	100.0	124.7	0.0	0.0	131	616.4	100.0
ALL	243.7	33.9	5.5	134.3	19.6	2.0	32,714	39.1	5.8

Unit Summary: FESTIVAL 2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	15.0	82	102	131	131	0.0	0.9	1.1	0.3	5.2
DF	LIVE	CUT	86	ALL	16.4	76	99	30,595	30,112	1.6	150.7	221.1	54.6	1,195.5
RA	LIVE	CUT	1	ALL	15.0	70	87	278	278	0.0	1.7	2.1	0.5	11.0
RC	LIVE	CUT	1	ALL	15.0	58	73	168	168	0.0	1.7	2.1	0.5	6.7
WH	LIVE	CUT	6	ALL	15.5	60	75	2,033	2,024	0.4	13.2	17.3	4.4	80.4
ALL	LIVE	CUT	95	ALL	16.3	75	97	33,205	32,714	1.5	168.2	243.7	60.4	1,298.7
ALL	ALL	ALL	95	ALL	16.3	75	97	33,205	32,714	1.5	168.2	243.7	60.4	1,298.7

Cruise Unit Report FESTIVAL 2 RMZ

Unit Sale Notice Volume (MBF): FESTIVAL 2 RMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	16.1			38	36	3
WH	11.7			19	14	4
ALL	13.9			57	50	7

Unit Cruise Design: FESTIVAL 2 RMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (46.94, 40 for some species) Measure All, Sighting Ht = 4.5 ft	4.4	4.4	4	4	0

Unit Cruise Summary: FESTIVAL 2 RMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	5	15	3.8	0
WH	3	5	1.3	0
ALL	8	20	5.0	0

Unit Cruise Statistics (Cut + Leave Trees): FESTIVAL 2 RMZ

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	176.0	33.6	16.8	148.3	20.2	9.0	26,106	39.2	19.1
WH	58.7	151.4	75.7	119.6	2.8	1.6	7,015	151.5	75.7
ALL	234.7	16.3	8.2	141.1	19.2	6.8	33,121	25.2	10.6

Unit Summary: FESTIVAL 2 RMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	5	ALL	16.1	81	104	8,920	8,702	2.5	41.5	58.7	14.6	38.3
WH	LIVE	CUT	3	ALL	11.7	60	80	4,209	4,209	0.0	47.2	35.2	10.3	18.5
ALL	LIVE	CUT	8	ALL	13.9	70	91	13,130	12,911	1.7	88.7	93.9	24.9	56.8
ALL	ALL	ALL	8	ALL	13.9	70	91	13,130	12,911	1.7	88.7	93.9	24.9	56.8

Cruise Unit Report FESTIVAL 3

Unit Sale Notice Volume (MBF): FESTIVAL 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
WH	18.7			153		92	50	11	
DF	22.7			102	15	62	21	4	
RC	20.6			21			19	2	
RA	14.9			11		2	6	3	1
ALL	19.5			287	15	156	96	20	1

Unit Cruise Design: FESTIVAL 3

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	6.0	6.3	7	7	0

Unit Cruise Summary: FESTIVAL 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	18	18	2.6	0
DF	11	11	1.6	0
RC	7	7	1.0	0
RA	4	4	0.6	0
ALL	40	40	5.7	0





Unit Cruise Statistics (Cut + Leave Trees): FESTIVAL 3

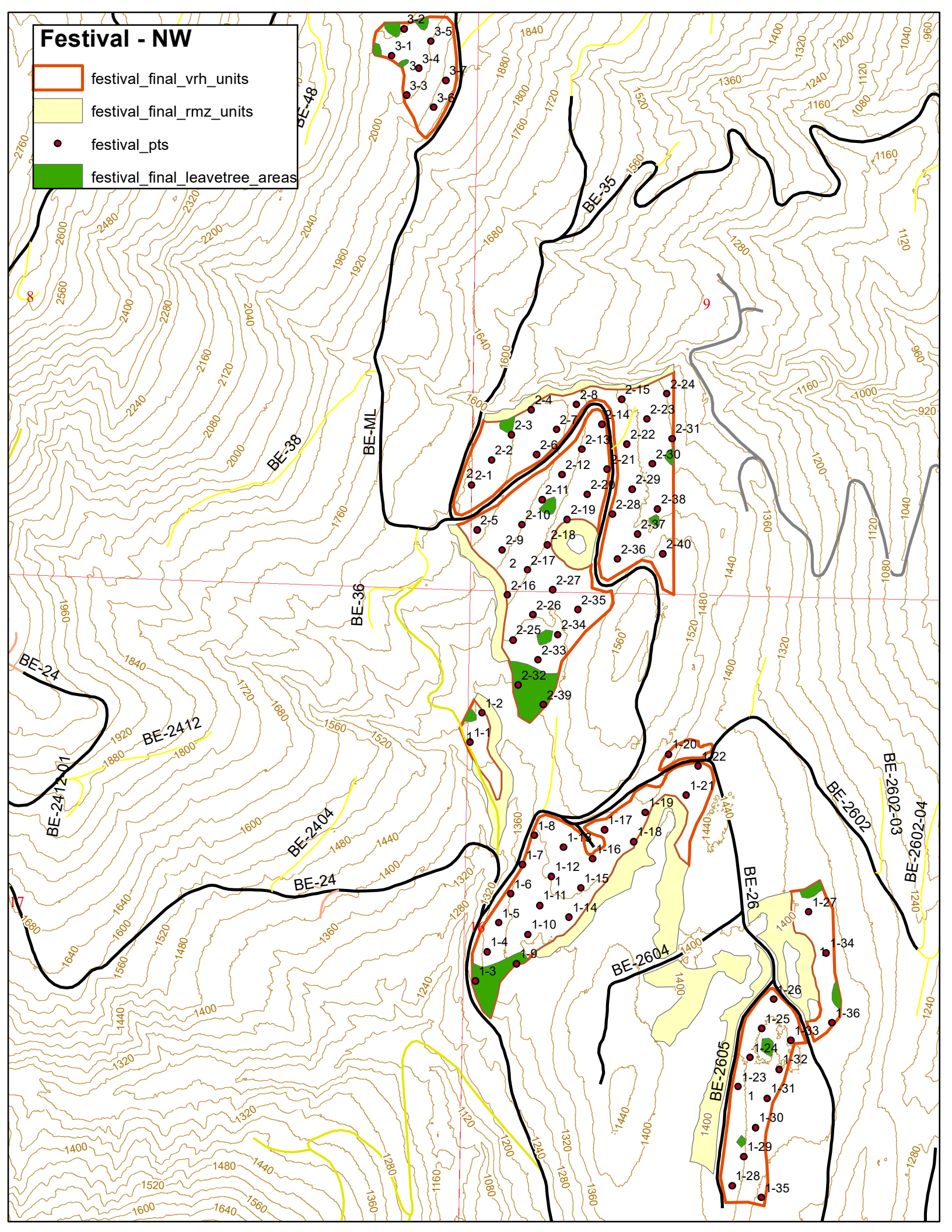
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	160.7	86.5	32.7	158.8	20.6	4.8	25,518	89.0	33.1
DF	98.2	159.5	60.3	172.3	21.6	6.5	16,921	161.0	60.7
RC	40.0	100.0	37.8	88.8	35.2	13.3	3,552	106.0	40.1
RA	22.9	198.4	75.0	79.5	24.8	12.4	1,817	200.0	76.0
ALL	321.8	47.2	17.8	148.6	32.3	5.1	47,808	57.1	18.5

Unit Summary: FESTIVAL 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	23.3	97	124	9,928	9,230	7.0	18.1	53.6	11.1	55.4
DF	LIVE	POLE	5	ALL	21.9	93	119	8,273	7,691	7.0	17.1	44.6	9.5	46.1
RA	LIVE	CUT	4	ALL	14.9	53	64	1,962	1,817	7.4	18.9	22.9	5.9	10.9
RC	LIVE	CUT	7	ALL	20.6	60	75	4,231	3,552	16.0	17.3	40.0	8.8	21.3
WH	LIVE	CUT	18	ALL	18.7	79	99	26,116	25,518	2.3	84.3	160.7	37.2	153.1
ALL	LIVE	CUT	35	ALL	19.2	76	95	42,236	40,117	5.0	138.6	277.1	63.0	240.7
ALL	LIVE	POLE	5	ALL	21.9	93	119	8,273	7,691	7.0	17.1	44.6	9.5	46.1
ALL	ALL	ALL	40	ALL	19.5	78	97	50,509	47,808	5.3	155.7	321.8	72.5	286.8

Festival - NW

-  festival_final_vrh_units
-  festival_final_rmz_units
-  festival_pts
-  festival_final_leavetree_areas





Forest Practices Application/Notification
Notice of Decision

FPA/N No: 2819070

Effective Date: 8/4/2023

Expiration Date: 8/4/2026

Shut Down Zone: 656

EARR Tax Credit: Eligible Non-eligible

Reference: Festival

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: Megan Pike

Region: Northwest Region

Title: Resource Protection Forester

Date: 8/4/2023

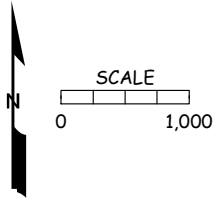
Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP By:  Date: 8/4/2023

ROAD PLAN AND SPECIFICATIONS #30-104525 FESTIVAL



WASHINGTON STATE
DEPT. OF NATURAL RESOURCES
NORTHWEST REGION

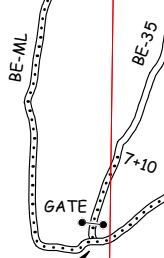


8

9

10

186+15 =
0+00 BE-35



17

127+30 =
0+00 BE-24

136+90 =
0+00 BE-26

21+65 =
0+00 BE-2604

27+05 =
0+00 BE-2605

BE-24

10+20

BE-2604

BE-2605

16+20

BE-26

31+20

T39R05E

15

BELL CREEK MAINLINE (BL-ML)

GATE (88+40)

63+70

21

BE-ML

MP 17.8 =
0+00 BE-ML

22

SR-542

LEGEND	
PRE-HAUL MAINTENANCE	----
REQUIRED CONSTRUCTION	----
OPTIONAL CONSTRUCTION	----
REQUIRED RECONSTRUCTION	----
OPTIONAL RECONSTRUCTION	----

SHEET INDEX	
PROJECT MAP.....	1
ROAD CLAUSES	2-8
TYPICAL SECTION.....	9-10
FARMS.....	11-12
STANDARD DETAILS.....	13-14

DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
CARLSON	ZYLSTRA 4/23/2023	ZYLSTRA 4/23/2023	1/30/2023	1 OF 14

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

FESTIVAL TIMBER SALE ROAD PLAN
WHATCOM COUNTY
BAKER DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-104525

STAFF ENGINEER: CARLSON

DATE: JANUARY 30, 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>
BE-ML	0+00 to 226+25	Pre-haul Maintenance
BE-24	0+00 to 4+15	Pre-haul Maintenance
BE-26	0+00 to 31+20	Pre-haul Maintenance
BE-2604	0+00 to 10+20	Pre-haul Maintenance
BE-2605	0+00 to 16+20	Pre-haul Maintenance
BE-35	0+00 to 7+10	Pre-haul Maintenance

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>
BE-ML BE-24	0+00 to 88+40 0+00 to 4+15	Road surface grading.
BE-ML	88+40 to 226+25	Brushing. Road surface grading.
BE-26 BE-2604 BE-2605 BE-35	0+00 to 31+20 0+00 to 10+20 0+00 to 16+20 0+00 to 7+10	Brushing. Cleaning culverts, ditches, headwalls, and catch basins. Blading, shaping, and ditching the road prism to dimensions shown in the TYPICAL SECTION.

0-7 POST-HAUL MAINTENANCE

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan, unless controlled by construction stakes.

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

1-21 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.

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure periods unless authorized in writing by the State.

<u>Activity</u>	<u>Closure Period</u>
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.

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 6 inches on roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-33 SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contract 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.

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.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following roads, Purchaser shall use a grader to shape the existing surface before any hauling. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

<u>Road</u>	<u>Stations</u>
BE-ML	0+00 to 226+25 see Clause 0-6 PRE-HAUL MAINTENANCE
BE-24	0+00 to 4+15 see Clause 0-6 PRE-HAUL MAINTENANCE
BE-26	0+00 to 31+20 see Clause 0-6 PRE-HAUL MAINTENANCE
BE-2604	0+00 to 10+20 see Clause 0-6 PRE-HAUL MAINTENANCE
BE-2605	0+00 to 16+20 see Clause 0-6 PRE-HAUL MAINTENANCE
BE-35	0+00 to 7+10 see Clause 0-6 PRE-HAUL MAINTENANCE

2-6 CLEANING CULVERTS

On the following roads, Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before any hauling.

<u>Road</u>	<u>Stations</u>
BE-26	0+00 to 31+20
BE-2604	0+00 to 10+20
BE-2605	0+00 to 16+20
BE-35	0+00 to 7+10

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following roads, Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before any hauling and must be done in accordance with the TYPICAL SECTION.

<u>Road</u>	<u>Stations</u>
BE-26	0+00 to 31+20
BE-2604	0+00 to 10+20
BE-2605	0+00 to 16+20
BE-35	0+00 to 7+10

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road, 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.

<u>Road</u>	<u>Stations</u>
BE-ML	88+40 (gate) to 226+25
BE-26	0+00 to 31+20
BE-2604	0+00 to 10+20
BE-2605	0+00 to 16+20
BE-35	0+00 to 7+10

SECTION 4 – EXCAVATION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Purchaser shall reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-55 ROAD SHAPING

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

SECTION 6 – ROCK AND SURFACING

6-80 WATERING FOR DUST ABATEMENT

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

<u>Road</u>	<u>Stations</u>
BE-ML	0+00 to 63+70

SECTION 9 – POST-HAUL ROAD WORK

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

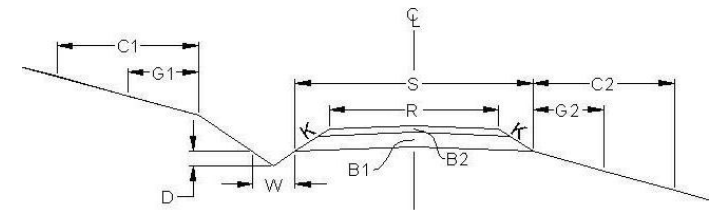
Purchaser shall provide for drainage of the landing surface.

9-12 LANDING EMBANKMENT REMOVAL

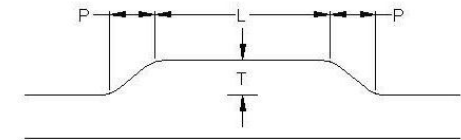
Purchaser shall reduce or relocate the landing embankment. Place excavated material in a waste area approved in writing by the Contract Administrator.

ROAD #		BE-ML	BE-ML	BE-24	BE-26
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PRE-HAUL	PRE-HAUL	PRE-HAUL	PRE-HAUL
TOLERANCE CLASS (A/B/C)		A	A	A	A
STATION / MP TO		0+00	88+40	0+00	0+00
STATION / MP		88+40	226+25	4+15	31+20
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	50	50	50	50
TURNOUT WIDTH	T	10	10	10	10
TURNOUT TAPER	P	25	25	25	25
GRUBBING	G1	--	--	--	--
	G2	--	--	--	--
CLEARING	C1	--	--	--	--
	C2	--	--	--	--
ROCK FILLSLOPE	K:1	--	--	--	--
❖ BALLAST DEPTH	B1	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY BALLAST		--	--	--	--
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		--	--	--	--
SUBGRADE WIDTH	S	--	--	--	--
BRUSHCUT (Y/N)		N	Y	N	Y
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	Y	Y

TYPICAL SECTION



TURNOUT DETAIL (PLAN VIEW)



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.

ROAD #		BE-2604	BE-2605	BE-35				
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED				
CONSTRUCT / RECONSTRUCT		PRE-HAUL	PRE-HAUL	PRE-HAUL				
TOLERANCE CLASS (A/B/C)		A	A	A				
STATION / MP TO		0+00	0+00	0+00				
STATION / MP		10+20	16+20	7+10				
ROAD WIDTH	R	12	12	12				
CROWN (INCHES @ C/L)		3	3	3				
DITCH WIDTH	W	3	3	3				
DITCH DEPTH	D	1	1	1				
TURNOUT LENGTH	L	50	50	50				
TURNOUT WIDTH	T	10	10	10				
TURNOUT TAPER	P	25	25	25				
GRUBBING	G1	--	--	--				
	G2	--	--	--				
CLEARING	C1	--	--	--				
	C2	--	--	--				
ROCK FILLSLOPE	K:1	--	--	--				
❖ BALLAST DEPTH	B1	--	--	--				
CUBIC YARDS / STATION		--	--	--				
➤ TOTAL CY BALLAST		--	--	--				
❖ SURFACING DEPTH	B2	--	--	--				
CUBIC YARDS / STATION		--	--	--				
➤ TOTAL CY SURFACING		--	--	--				
➤ TOTAL CUBIC YARDS		--	--	--				
SUBGRADE WIDTH	S	--	--	--				
BRUSHCUT (Y/N)		Y	Y	Y				
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	Y				

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.

Preventative Maintenance

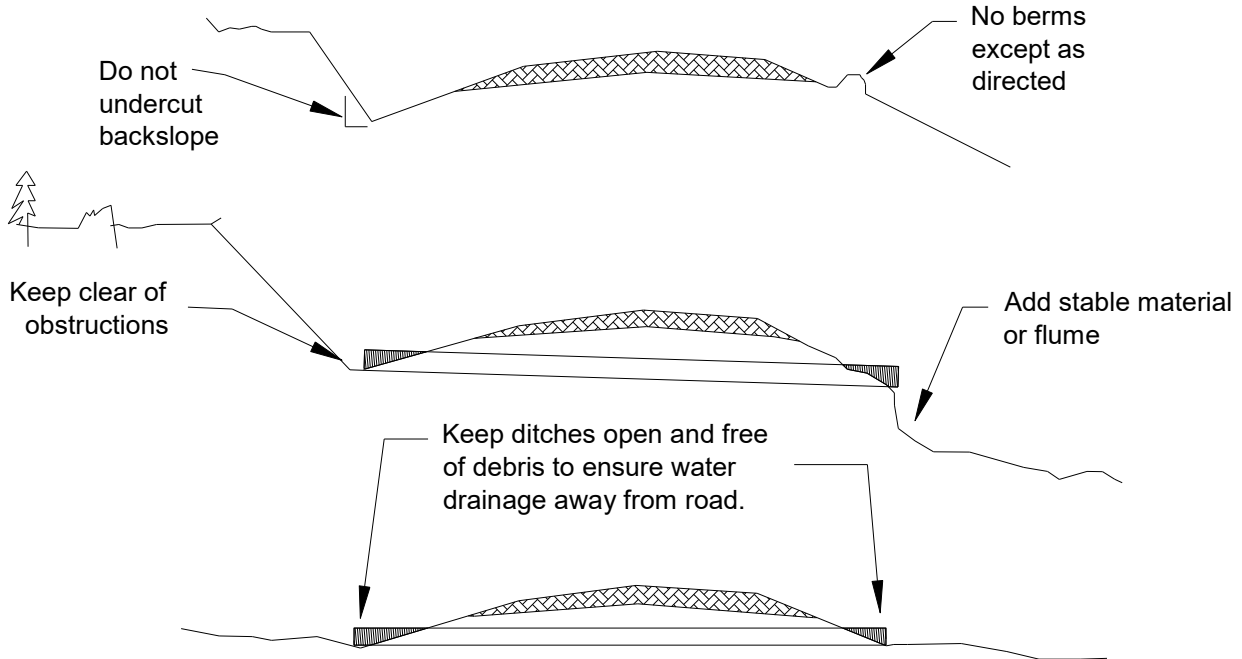
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

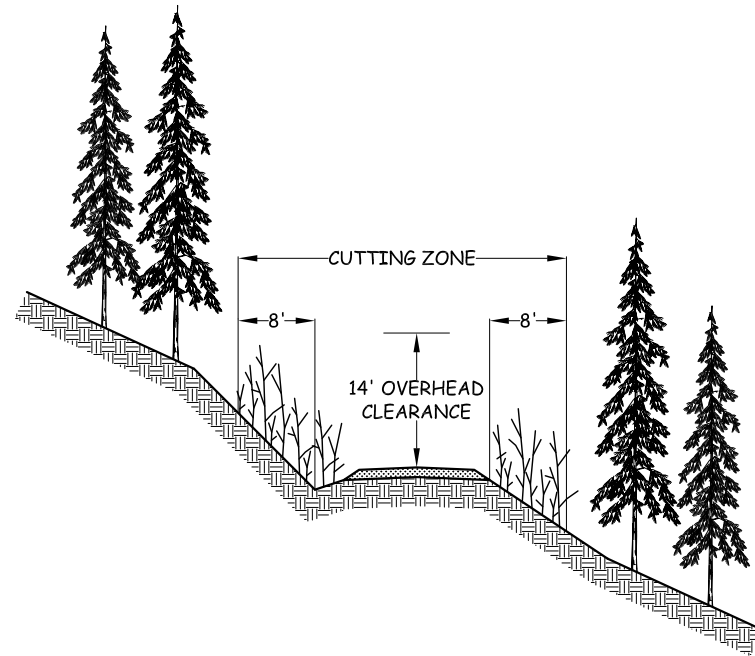
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



ROAD BRUSHING DETAILS



SPECIFICATIONS

BRUSH SHALL BE CUT ON THE ROAD SURFACE AND 8 ft. BACK FROM ROAD DITCH AND OUTSIDE EDGE OF RUNNING SURFACE.

ON THE INSIDE OF SWITCHBACKS AND TIGHT CURVES, BRUSH SHALL BE CUT BACK 16 ft. FOR VISIBILITY.

ON TRUCK TURNOUTS, BRUSH SHALL BE CUT 8 ft. BACK FROM OUTSIDE EDGE.

BRUSH SHALL BE CUT TO PROVIDE AN OVERHEAD CLEARANCE OF 14 ft. ABOVE THE ROAD RUNNING SURFACE.

BRUSH SHALL BE CUT TO WITHIN 6 in. OF THE GROUND.

SLASH SHALL BE REMOVED FROM CUT SLOPES ABOVE THE ROAD AND SCATTERED ON EMBANKMENT SLOPES.

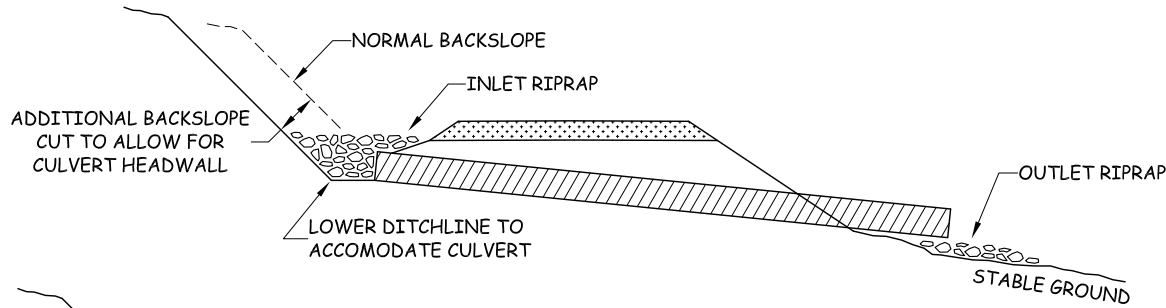
DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

CULVERT INLETS AND OUTLETS SHALL BE CLEANED A MINIMUM DISTANCE OF TWO PIPE DIAMETERS AWAY.

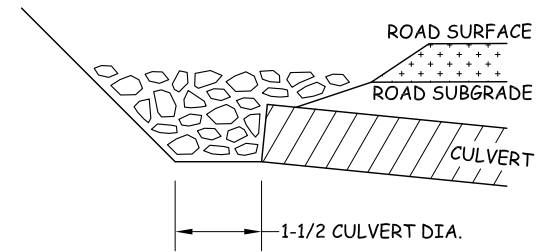
CONTRACT #	PROJECT	SHEET
30-104525	FESTIVAL	13 OF 14

CULVERT AND DRAINAGE SPECIFICATIONS

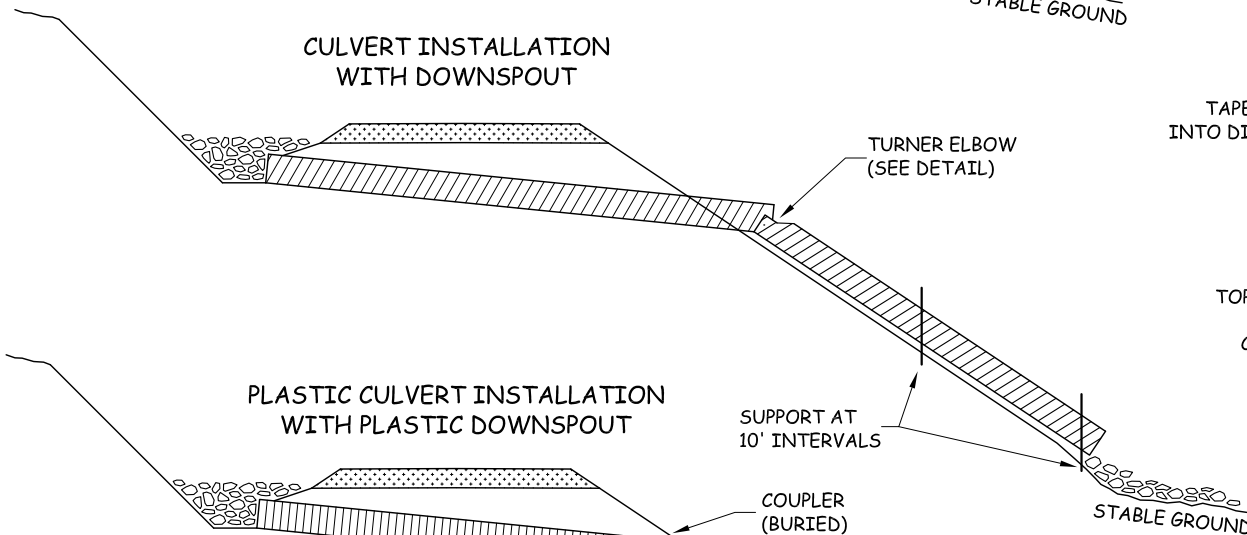
CULVERT INSTALLATION (TYPICAL)



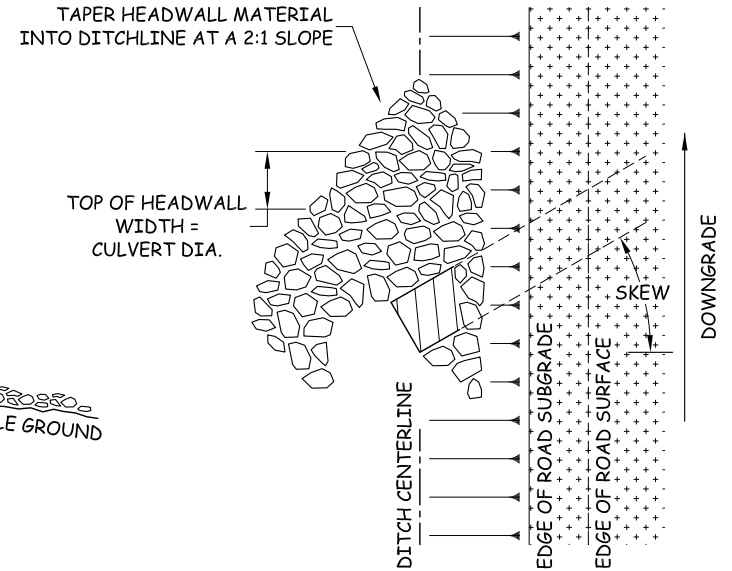
CULVERT HEADWALL - SECTION VIEW



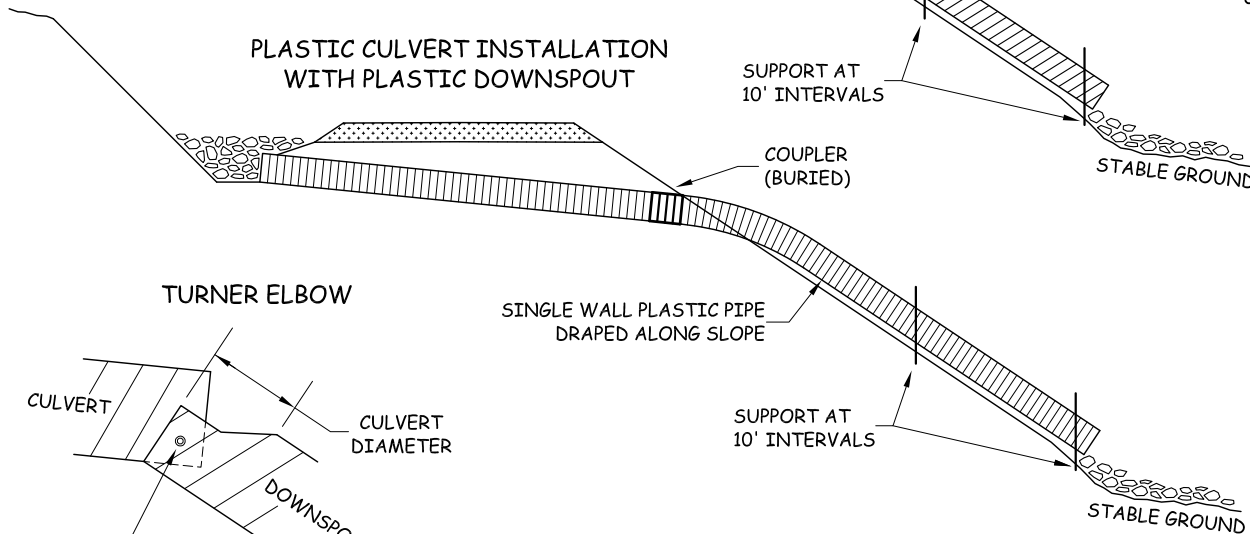
CULVERT INSTALLATION WITH DOWNSPOUT



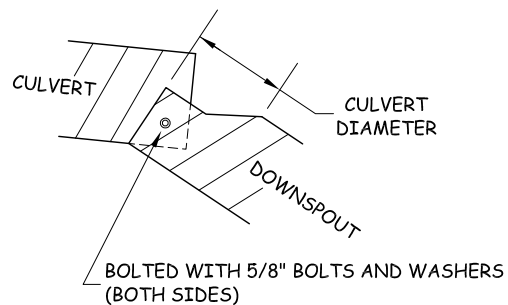
CULVERT HEADWALL - PLAN VIEW



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 #	PROJECT	SHEET
30-104525	FESTIVAL	14 OF 14

ROAD COST SUMMARY

FESTIVAL Timber Sale #30-104525

PRE-HAUL MAINTENANCE SUMMARY

ROAD #	STATIONING	TOTAL STATIONS	ROCK PRODUCTION COST	ROCK LOADING COST	ROCK HAUL COST	ROCK SPREADING COST	CULVERT COST	OTHER COST	PRE-HAUL GRADING AND BRUSHING	TOTAL COST	COST/STA
BE-ML	0+00 to 88+40	88.40	\$0	\$0	\$0	\$0	\$0	\$0	\$1,005	\$1,005	\$11
BE-ML	88+40 to 226+25	137.85	\$0	\$0	\$0	\$0	\$0	\$0	\$4,699	\$4,699	\$34
BE-24	0+00 to 4+15	4.15	\$0	\$0	\$0	\$0	\$0	\$0	\$141	\$141	\$34
BE-26	0+00 to 31+20	31.20	\$0	\$0	\$0	\$0	\$0	\$1,326	\$1,182	\$2,508	\$80
BE-2604	0+00 to 10+20	10.20	\$0	\$0	\$0	\$0	\$0	\$434	\$386	\$820	\$80
BE-2605	0+00 to 16+20	16.20	\$0	\$0	\$0	\$0	\$0	\$689	\$614	\$1,302	\$80
BE-35	0+00 to 7+10	7.10	\$0	\$0	\$0	\$0	\$0	\$302	\$269	\$571	\$80
									TOTAL	\$11,046	

OTHER COSTS include cleaning culverts, ditches, headwalls, catch basins, culvert installation, and miscellaneous other requirements detailed in the road plan.

POST-HAUL MAINTENANCE SUMMARY

ROAD #	STATIONING	TOTAL STATIONS	POST-HAUL GRADING COST	OTHER COST	TOTAL COST	COST/STA
BE-ML	0+00 to 88+40	88.40	\$1,005	\$0	\$1,005	\$11
BE-ML	88+40 to 226+25	137.85	\$1,566	\$0	\$1,566	\$11
BE-24	0+00 to 4+15	4.15	\$47	\$0	\$47	\$11
BE-26	0+00 to 31+20	31.20	\$355	\$0	\$355	\$11
BE-2604	0+00 to 10+20	10.20	\$116	\$0	\$116	\$11
BE-2605	0+00 to 16+20	16.20	\$184	\$0	\$184	\$11
BE-35	0+00 to 7+10	7.10	\$81	\$0	\$81	\$11
				TOTAL	\$3,353	

OTHER COSTS include miscellaneous other requirements detailed in the road plan.

NOTE: ALL MOBILIZATION COSTS HAVE BEEN AMORTIZED IN WITH OTHER COSTS.

TOTAL ROAD COST	\$14,400	
SALE VOLUME (MBF)	1965	PRE-CRUISE ESTIMATED VOLUME
ROAD COST/MBF	\$7	

EASEMENT

249

The Grantor, TED BUTCHER, individually, and as executor for the estate of Anna Marie Butcher, of Copalis Crossing, Washington, for and in consideration of Three Hundred Twenty-Seven Dollars (\$327.00), receipt of which is hereby acknowledged, grants and conveys unto the State of Washington, Department of Natural Resources, its successors and assigns, a perpetual, nonexclusive easement for a road right of way sixty (60) feet in width over and across the following described lands in Whatcom County, Washington, to wit:

All that portion of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-One (21), Township Thirty-Nine (39) North, Range Five (5) East, W.M., lying westerly and northwesterly of the Mt. Baker Highway, having thirty (30) feet of such width on each side of the center-line of the existing road,

as shown on the plat marked Exhibit A, which is attached hereto and by this reference made a part hereof.

This easement is granted for the purpose of constructing, reconstructing, maintaining, improving, or operating a road within the limits thereof to provide access to and from lands presently or hereafter owned by or under the control of the Grantee, its agents, contractors, employees, licensees, successors, and assigns, for land management, administrative or recreational activities, including but not limited to timber and other valuable material hauling.

Grantor reserves to himself, his successors and assigns, the right to use, at his own risk, the road in any manner which does not unreasonably interfere with the use of said road by Grantee, its agents, contractors, employees, licensees, successors, and assigns; Provided, that when using said road, Grantor, his successors and assigns, will maintain or contribute to the maintenance of the said road in the proportion of his use to the total use of said road.

Grantor reserves to himself, his successors and assigns, all timber now on or hereafter growing within the limits of the right of way; provided, that any trees which become necessary to cut and/or remove to satisfy the purpose of this easement may be removed,

- (1) upon payment of the appraised value thereof, or

EASEMENT

(2) will be cut into normal log lengths and decked adjacent to the right of way, free of limbs and debris, by the Grantee if the Grantor so designates.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal this

21 day of July, 1967.

Ted Butcher
Ted Butcher

On this day personally appeared before me Ted Butcher, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of July, 1967.

Berk Halper
Notary Public in and for the State
of Washington, residing at Aberdeen

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

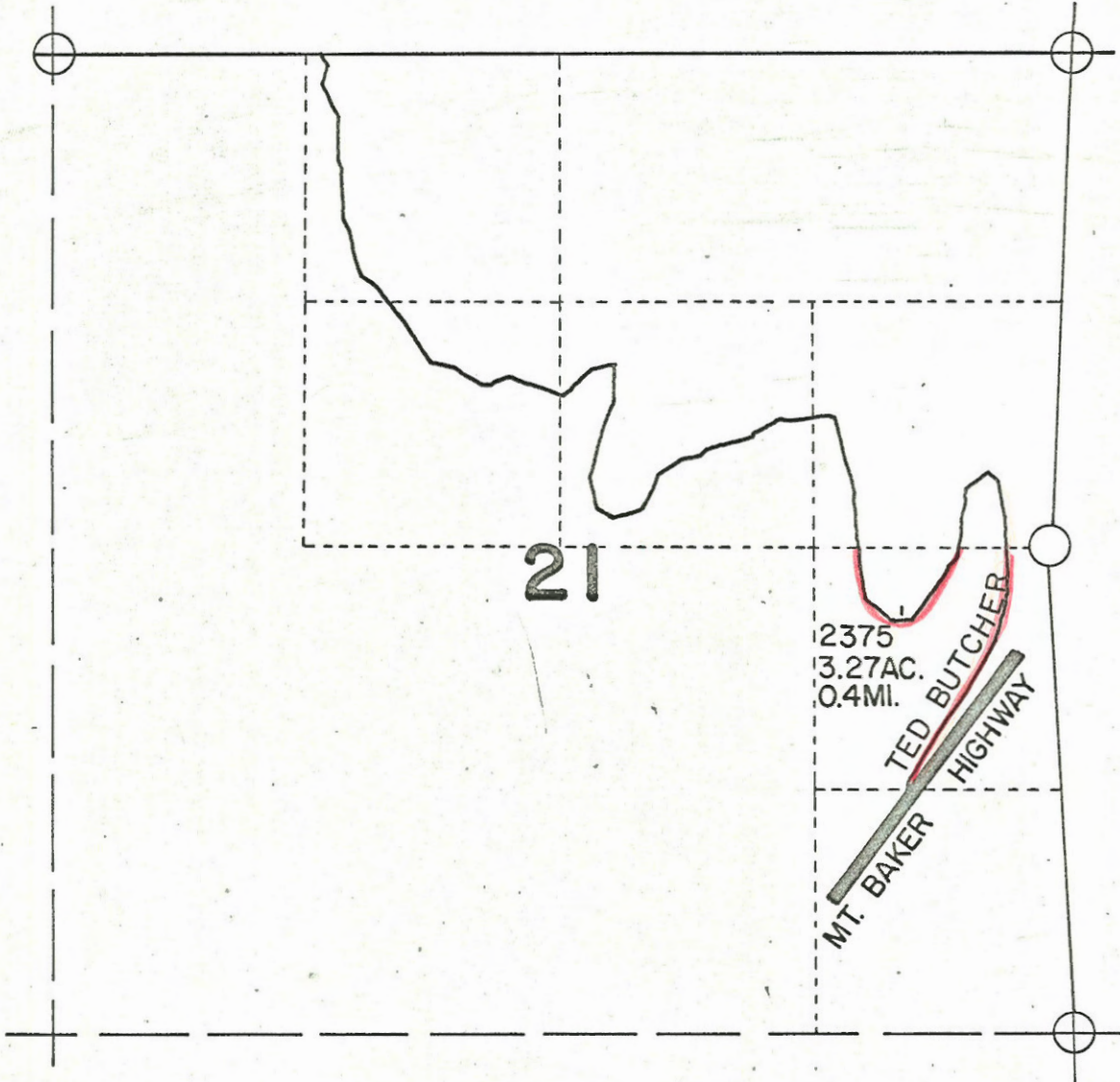
Application No.

County WHATCOM

Name of Sale

District DEMING

TOWNSHIP 39 NORTH, RANGE 5 (E.) (==) W.M.



(CORNERS)

○ APPROXIMATE

R/W = 60'

⊙ ACCURATE

SCALE: 1 INCH = 1000 FEET

⊕ OTHER AGENCY

EXHIBIT 'A'

⊗ COINCIDENT

□ 1/16

LEGEND

SCALE:

Drawn By:

Date:

690

EASEMENT

The grantors Derwent E. Carlson and Jessie M. Carlson, his wife; Howard N. Wangsness and Winifred S. Wangsness, his wife, of Marysville, Washington, and Lucile Lind, a widow, of Bellingham, Washington, for and in consideration of three thousand dollars (\$3,000.00), grant and convey to the State of Washington, Department of Natural Resources, the grantee, its successors and assigns, a permanent non-exclusive easement for a road right of way sixty (60) feet in width over and across the following described lands in Whatcom County, State of Washington, to wit: a portion of the S 1/2 NE 1/4 of Section 21, Township 39 North, Range 5 East, W.M. having thirty (30) feet of such width on each side of the centerline of the existing road, as shown on the plat marked Exhibit A, attached hereto and by this reference made a part hereof, also as more fully described on Exhibit B attached hereto and by this reference made a part hereof.

The rights granted hereinabove shall be subject to the following terms and conditions:

1. The easement is conveyed for the sole purpose of constructing and/or maintaining a road to provide access to and from lands presently owned or hereinafter acquired by the grantee, or controlled by the grantee, for land management and administration activities, including but not limited to valuable material removal operations.
2. The grantors reserve to themselves, its successors and assigns, the right to use, at their own risk, the roadway in any manner which does not unreasonably interfere with the use of said road by the grantee, its assigns, successors, agents, contractors, employees, or licensees. Said road users will, however, contribute their pro rata share to the maintenance costs caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal this 24th day of May, 1972

Lucile Lind (SEAL)
Derwent E. Carlson (SEAL)
Jessie M. Carlson (SEAL)
Howard N. Wangsness (SEAL)
Winifred S. Wangsness ()

On this day personally appeared before me Derwent E. & Jessie M. Carlson Howard N. & Winifred S. Wangsness Lucile Lind, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of May, 1972.

Howard N. Wangsness
Notary Public in and for the State of
Washington, residing at Burlington

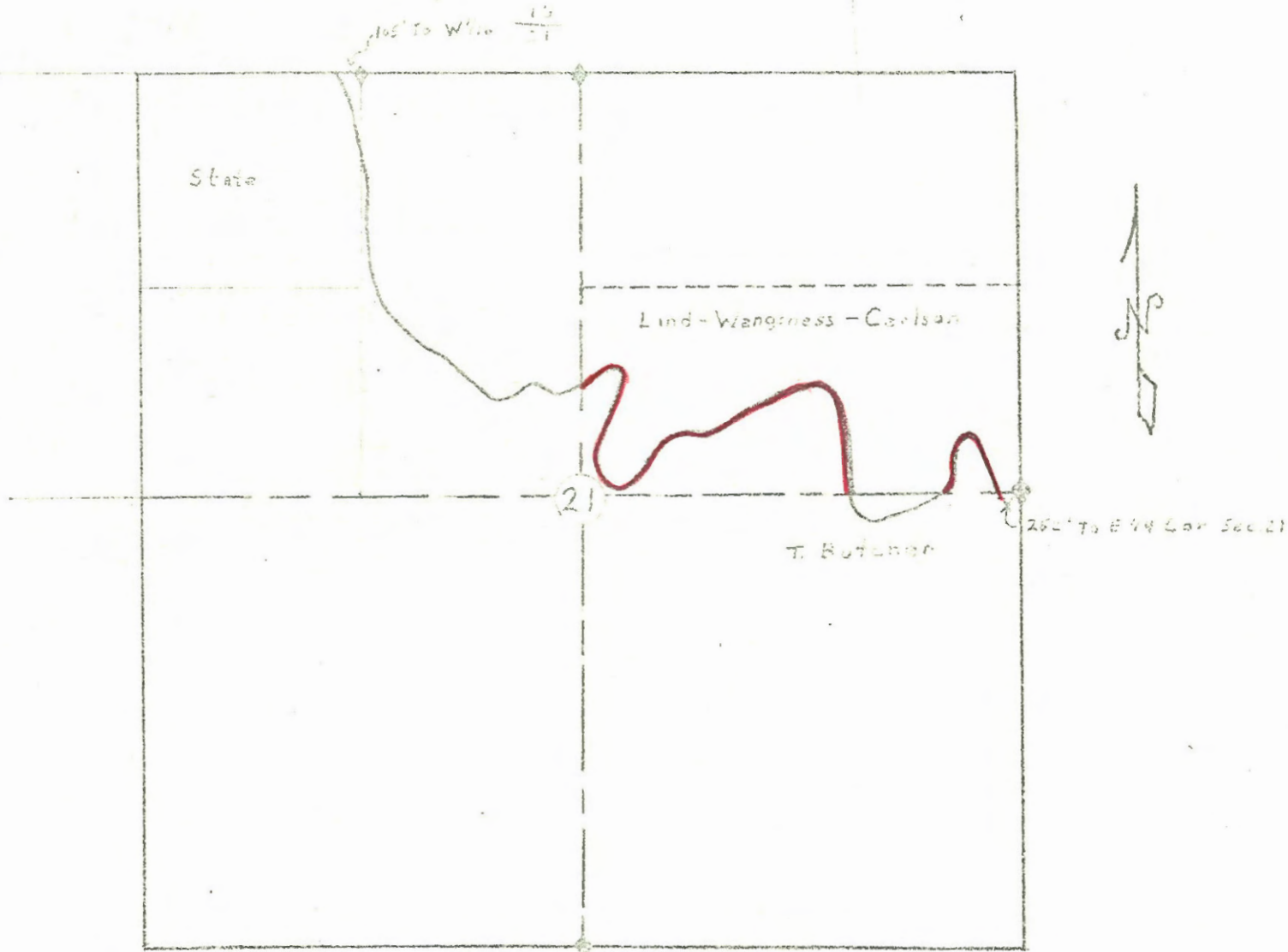
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Application No. 690
Name of Sale _____

County Whatcom
District Truman

TOWNSHIP 39 NORTH, RANGE 5 (E.) (W) W.M.

Exhibit A



SCALE:

LEGEND

Drawn By: J. A. ...

Date: ...

Vol. 171

Centerline Description of a Portion of the Bell Creek Road

Starting at a point in the center of the Bell Creek Road 252 feet West of East quarter corner of Section 21, Township 39 North, Range 5 East W.M. thence:

STATION	BEARING	DISTANCE	STATION	BEARING	DISTANCE
0 + 00	N 18W	357.5	45 + 79.2	S 61W	139.6
3 + 57.5	N 73E	69.2	47 + 18.8	S 51W	199.4
4 + 26.7	S 41W	49.8	49 + 18.2	N 75W	99.7
4 + 76.5	S 61W	199.4	50 + 17.9	N 62W	115.5
6 + 75.9	S 45W	198.6	51 + 33.4	S 62W	199.0
8 + 74.5	S 66W	178.6	53 + 22.4	N 78W	61.6
10 + 73.1	S 77W	198.6	53 + 94.0	N 42W	199.4
12 + 71.7	N 17W	144.0	55 + 93.4	N 52W	398.8
14 + 15.7	N 03W	399.2	59 + 92.2	N 46E	185.3
18 + 14.9	N 11W	199.4	61 + 77.5	N 35W	199.4
20 + 14.3	N 24E	124.6	63 + 76.9	N 11W	199.0
21 + 38.9	N 69W	140.5	65 + 75.9	N 02W	199.0
22 + 79.4	S 60E	397.2	67 + 74.9	N 02E	199.0
26 + 76.6	S 51W	198.6	69 + 73.9	N 07W	199.4
28 + 75.2	S 57W	49.6	71 + 73.3	N 11W	398.8
29 + 24.8	S 07W	218.5	75 + 72.1	N 24W	116.4
31 + 43.3	S 39W	199.0			
33 + 42.3	S 40W	159.0			
35 + 41.3	S 60W	104.5			
36 + 45.8	N 55W	99.5			
37 + 45.3	N 10W	155.3			
39 + 00.6	N 19E	597.0			
44 + 97.6	N 30W	81.6			

To Station 76 + 88.5 which is 104 feet West of the West 1/16 corner between Section 21/16 Township 39 North, Range 5 East W.M.

RECEIVED FOR RECORD AT 11.37 JUL 26 1972
 AT REQUEST OF Dept of Agriculture
 WELLA HANCOCK, CO. AUDITOR WHATCOMB CO. VIGEL

1113895

EASEMENT # 55- 000 191

11091

The Grantors, G. S. WILLIAMS and LAURA A. WILLIAMS, husband and wife, of Ellensburg, Washington, for an in consideration of the conveyance of a Quit Claim Deed of a certain right of way identified under Auditor's File Nos. 631448 and 1109839 records of Whatcom County, State of Washington, receipt of which is hereby acknowledged, grants and conveys unto the State of Washington, Department of Natural Resources, its successors and assigns, a perpetual, nonexclusive easement for a road right of way sixty (60) feet in width over and across the following-described lands in Whatcom County, Washington, to wit:

All that portion of the East half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-One (21), Township Thirty-Nine (39) North, Range Five (5) East, W.M., lying westerly and northwesterly of the Mt. Baker Highway, having thirty (30) feet of such width on each side of the centerline of the existing road,

as shown on the plat marked Exhibit A, which is attached hereto and by this reference made a part hereof.

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

This easement is granted for the purpose of reconstructing, maintaining, improving, or operating a road within the limits thereof to provide access to and from lands presently or hereafter owned by or under the control of the Grantee, its agents, contractors, employees, licensees, lessees, successors, and assigns, for land management, administrative or recreational activities, including but not limited to timber and other valuable material hauling.

Grantor reserves to himself, his successors and assigns, the right to use, at his own risk, the road in any manner which does not unreasonably interfere with the use of said road by Grantee, its agents, contractors, employees, licensees, lessees, successors, and assigns; Provided, that when using said road, Grantor, his successors and assigns, will maintain or contribute to the maintenance of the said road in the proportion of his use to the total use of said road.

APR-21-72 42228 - A ExcTax S 0.00 42228 - A ExcTax S

1113945

Grantor reserves to himself, his successors and assigns, all timber now on or hereafter growing within the limits of the right of way; provided, that any trees which become necessary to cut and/or remove to satisfy the purpose of this easement may be removed,

(1) upon payment of the appraised value thereof, or

(2) will be cut into normal log lengths and decked adjacent to the right of way, free of limbs and debris, by the Grantee if the Grantor so designates.

Provided however, Grantee, by acceptance hereof, does hereby acknowledge that the present road standard is adequate for known uses at this time and that the cutting of any trees will be only for safety reasons or in the event the road standard must be improved to satisfy an increased use.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal this

29th day of March, 1972.

G. S. Williams
G. S. WILLIAMS

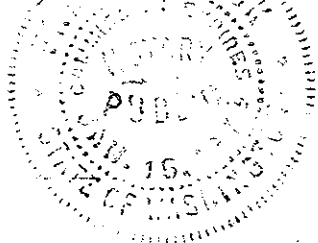
Laura A. Williams
LAURA A. WILLIAMS

mh
App. No. 691

On this day personally appeared before me G. S. Williams and Laura A. Williams, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of March, 1972.

March, 1972.

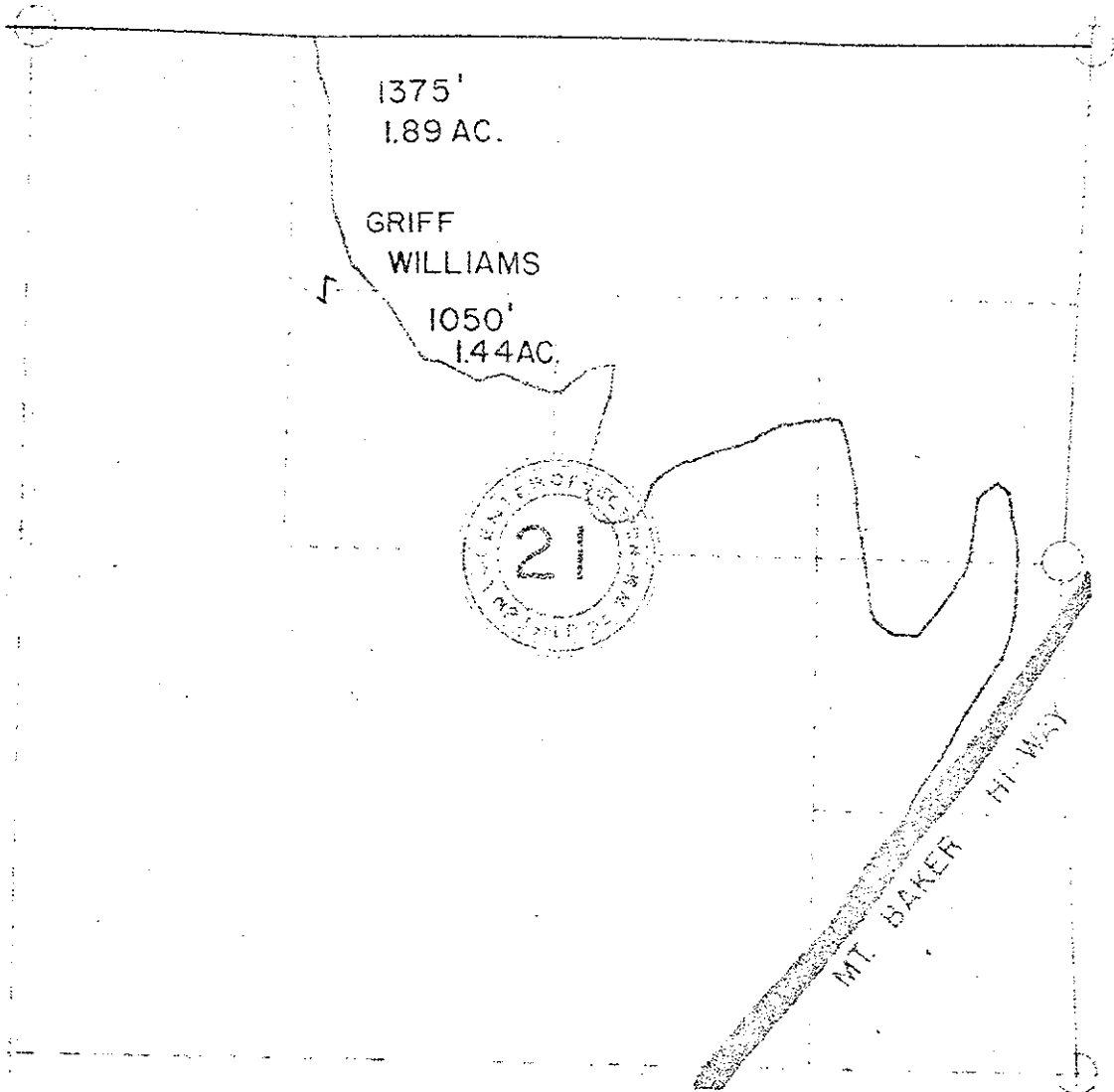


Frank J. [Signature]
Notary Public in and for the State of Washington, residing at Ellensburg.

WHATCOM

DEMING

TOWNSHIP 39 NORTH RANGE 5 WEST



(CORNERS)

○ APPROXIMATE

R/W = 60'

● ACCURATE

SCALE: 1 INCH = 1000 FEET

⊕ OTHER AGENCY

⊗ COINCIDENT

□ 1/16

RECEIVED FOR RECORD AT 11.32 APR 27 1972
 AT REQUEST OF State of Wash.
 WELLA HANSEN, CO. AUDITOR WHATCOM CO. WASH.

LEGEND

SCALE

Drawn By P L R

8-30-66

EXHIBIT A