



TIMBER NOTICE OF SALE

SALE NAME: GUNDERS THUNDER

AGREEMENT NO: 30-105580

AUCTION: March 27, 2024 starting at 10:00 a.m., Olympic Region Office, Forks, WA

COUNTY: Clallam

SALE LOCATION: Sale located approximately 9 miles northwest of Forks, WA

PRODUCTS SOLD AND SALE AREA:

All timber, except downed red cedar, trees marked with a band of blue paint or bounded out by leave tree boundary tags, bounded by; timber sale boundary tags and the D-2410.5 Road in Unit 1; timber sale boundary tags in Units 2 and 3; timber sale boundary tags and the D-2450 Road in Unit 3.

All forest products above located on part(s) of Sections 13, 14 and 15 all in Township 29 North, Range 14 West, W.M., containing 209 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

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

MINIMUM BID: \$670,000.00

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: September 30, 2026

ALLOCATION: Export Restricted

BID DEPOSIT: \$67,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Ground: 95%, Cable: 5%. Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment.

ROADS: 8110.80 stations of optional prehaul maintenance. 13.75 stations of abandonment, if built. Pipe replacements on the D-2420 from stations 0+00 - 69+00 will not be permitted from October 15 to April 15 unless authorized in writing by the Contract Administrator.



TIMBER NOTICE OF SALE

Crossing C3 on the D-2430 must be installed and replaced within one operating season between July 1 and September 30. Culvert C4 on the D-2439 must be removed within the same operating season.

D-2000, East Fork Dickey bridge will be closed for up to 1 month between June 30th to October 1st, 2024. 14-day notice will be given to the purchaser for planned closures.

ACREAGE DETERMINATION

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

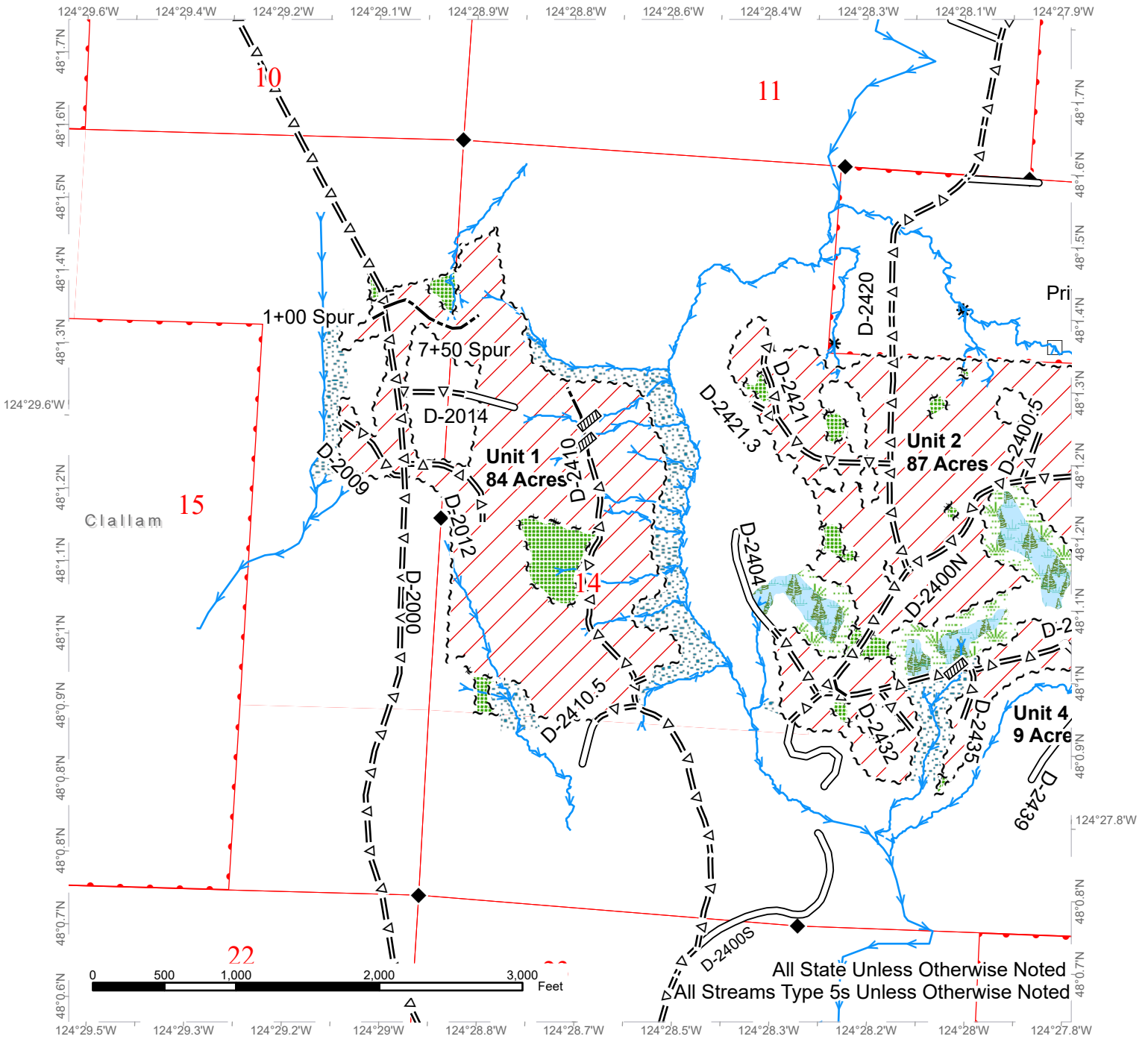
FEES: \$58,548.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: There are locked gates on the Mary Clark Pit and Loop Pit. Contact the Olympic Region Dispatch Center at 360-374-2811 to obtain a AA-1 key.

TIMBER SALE MAP

SALE NAME: GUNDERS THUNDER
AGREEMENT #: 30-105580
TOWNSHIP(S): T29R14W
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 240'-520'



All State Unless Otherwise Noted
 All Streams Type 5s Unless Otherwise Noted

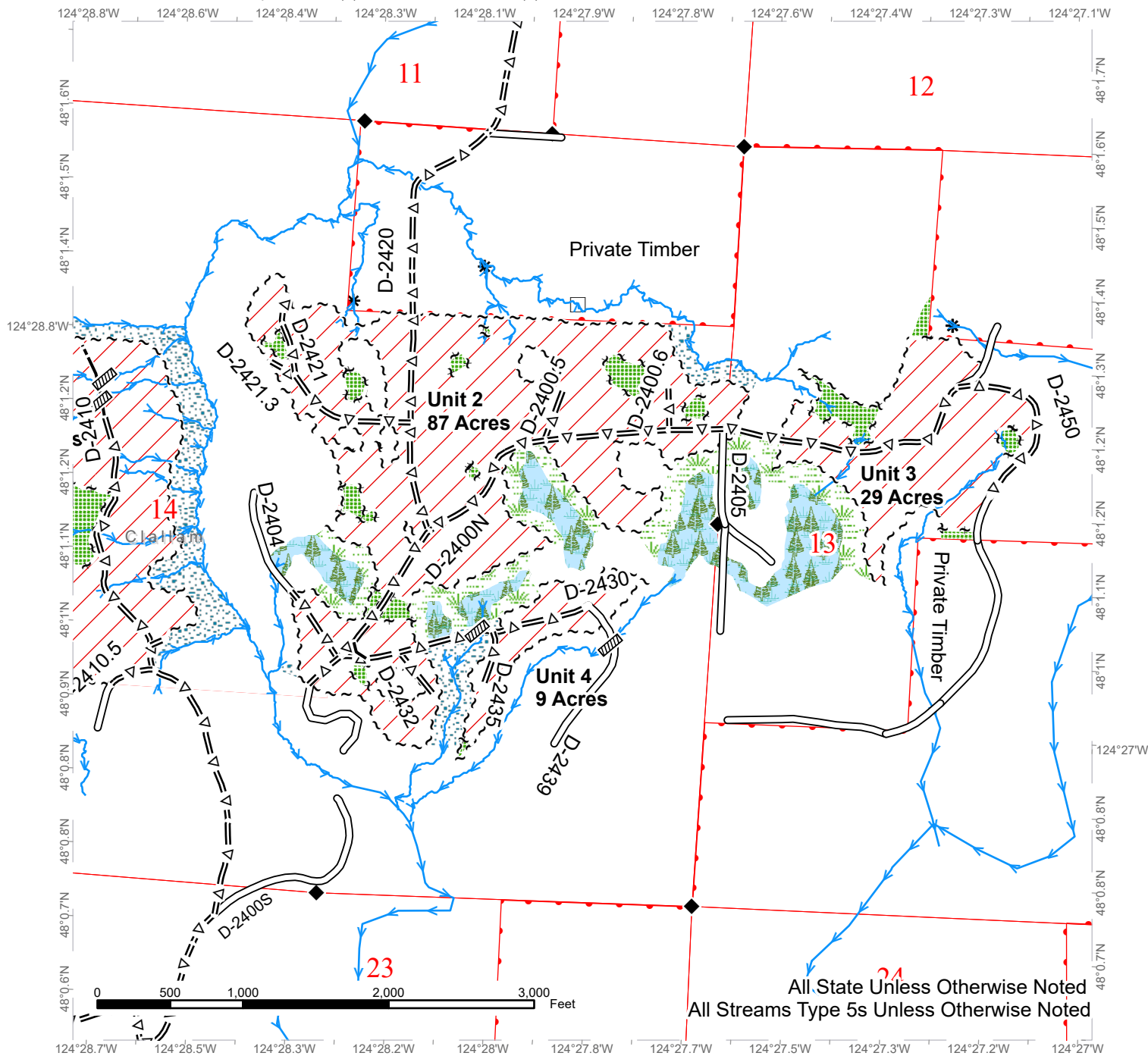
Streams	Wetland Mgt Zone	DNR Managed Lands
Sale Boundary Tags	Survey Monument	Existing Roads
Leave Tree Tags	Stream Crossing	Optional Pre-Haul Maintenance
Variable Retention Harvest	Stream Type	Optional Construction
Leave Tree Area	Stream Type Break	
Riparian Mgt Zone	Public Land Survey Sections	
Forested Wetland	Public Land Survey Townships	



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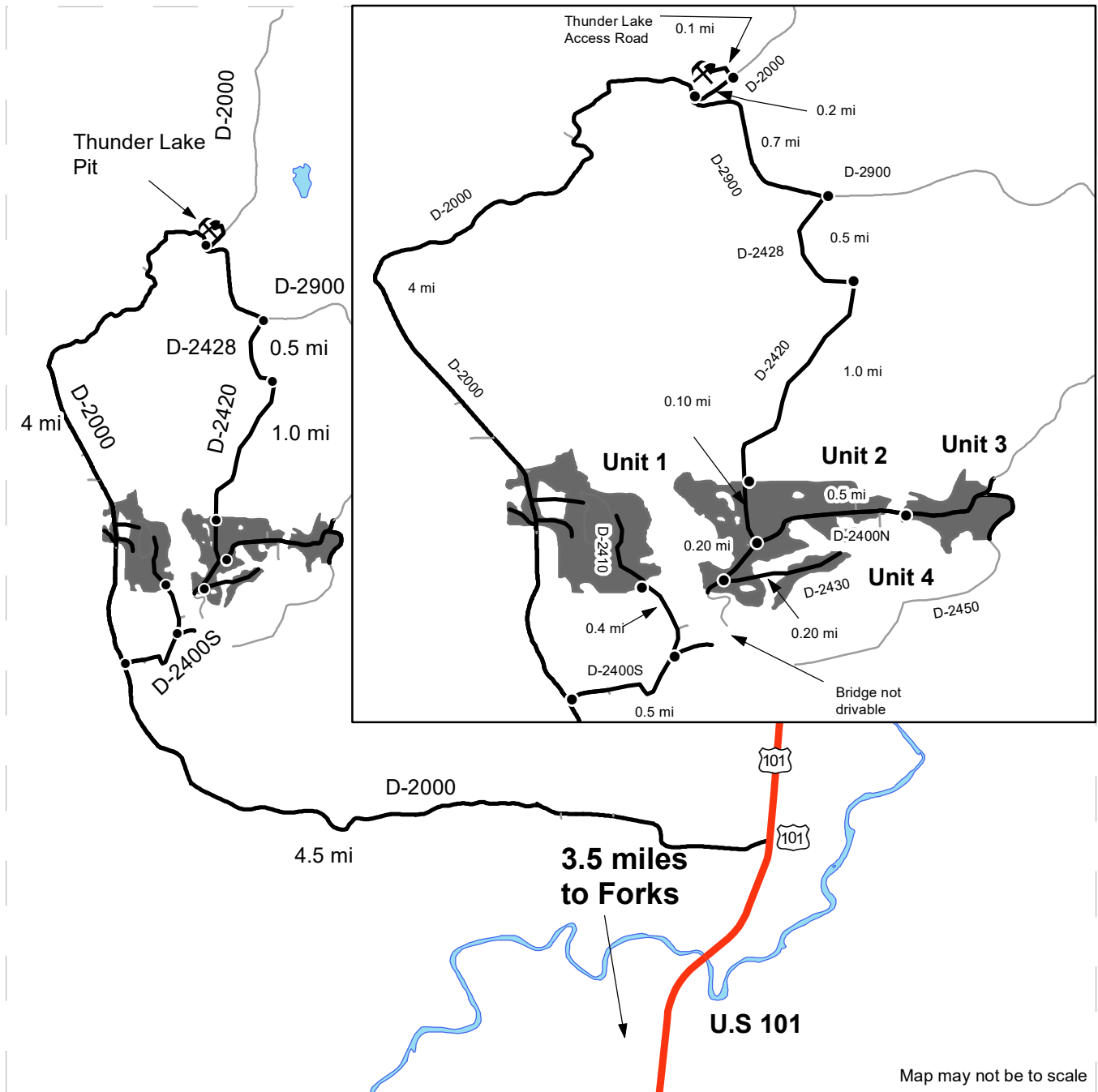
Streams	Wetland Mgt Zone	DNR Managed Lands
Sale Boundary Tags	Survey Monument	Existing Roads
Leave Tree Tags	Stream Crossing	Optional Pre-Haul Maintenance
Variable Retention Harvest	Stream Type	Optional Construction
Leave Tree Area	Stream Type Break	
Riparian Mgt Zone	Public Land Survey Sections	
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DRIVING MAP

SALE NAME: GUNDERS THUNDER
AGREEMENT#: 30-105580
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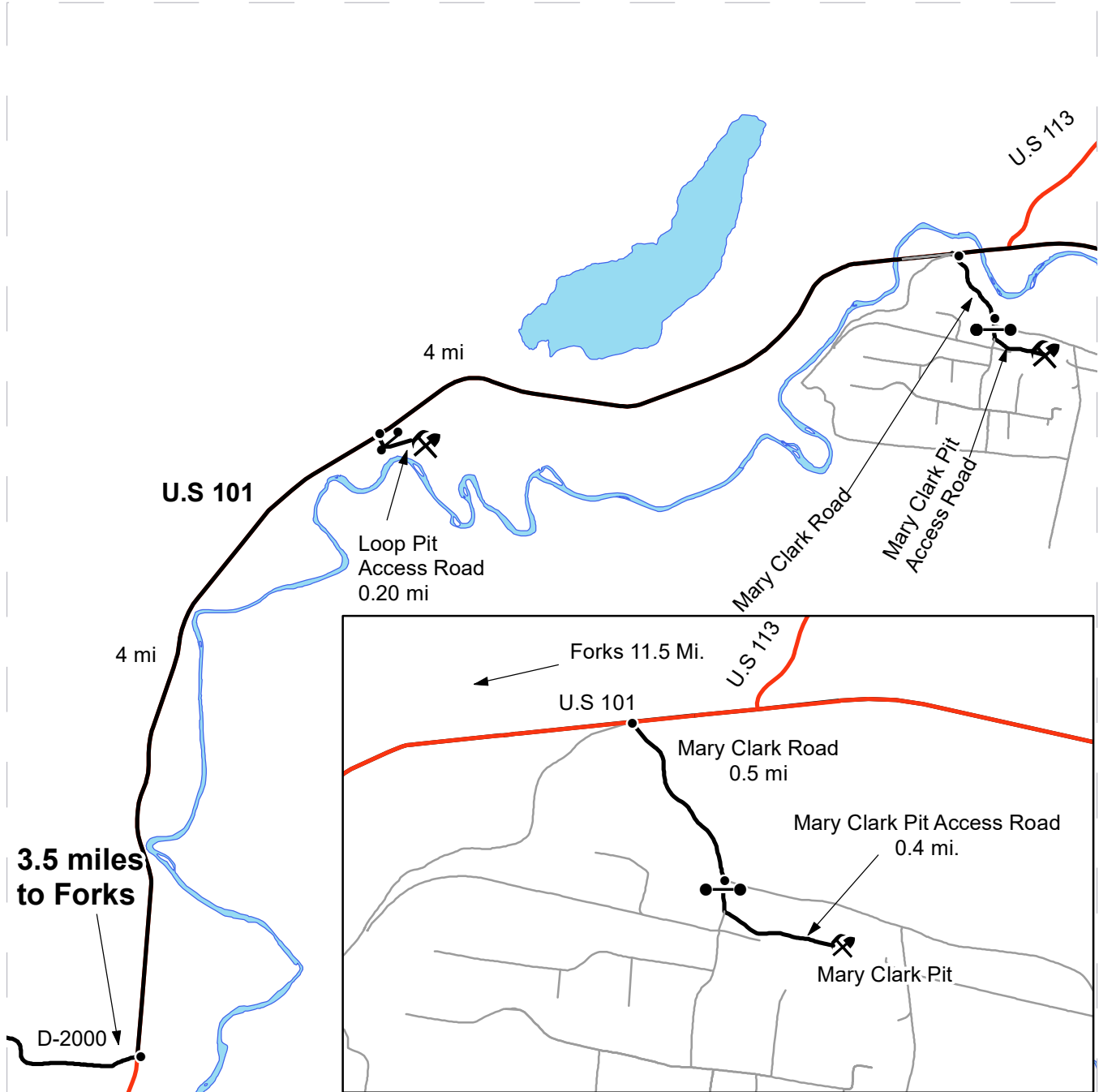


<ul style="list-style-type: none"> Timber Sale Unit Haul Route Other Road Highway 	<p><u>DRIVING DIRECTIONS:</u></p> <p>Unit 1: From U.S. 101 drive 4.5 miles on the D-2000. Turn right and continue on the D-2400S for 0.5 miles. Turn left on the D-2410 and continue for 0.4 miles to reach unit 1.</p> <p>Unit 2: From the D-2000/ D-2400S junction head north on the D-2000 for 4 miles. Keep right on the D-2900 for 0.7 miles. Turn right on the D-2428 and continue for 0.5 mi, turn on the D-2420, continue for 1 mile to reach unit 2.</p> <p>Unit 3: From unit 2 continue on the D-2420 for 0.10 miles. Turn left on the D-2400N and continue straight for 0.5 miles to reach unit 3.</p> <p>Unit 4: From the D-2400N/D-2420 junction, turn right and continue for 0.20 miles. Turn left on the D-2430 and continue for 0.20 miles to reach unit 4.</p> <p>Thunder Lake Pit: From the D-2900/D-2000 Junction drive 0.2 miles north, turn left on Thunder Lake Pit Access Road. Continue for 0.1 miles to reach Thunder Lake Pit.</p>
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GUNDERS THUNDER PIT DRIVING MAP

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ELEVATION RGE: 240'-520'



- Haul Route
- Other Road
- Highway
- Gate (AA1)
- Rock Pit

DRIVING DIRECTIONS:

Loop Pit: From the D-2000/ U.S 101 junction, head 4 miles north and turn right on to Loop Pit Access Road. Drive 0.20 miles to reach Loop Pit.

Mary Clark Pit: From the Loop Pit Access Road/ U.S 101 junction, head 4 miles north and turn right on Mary Clark Road. Continue for 0.5 miles. Keep right on on Mary Clark Pit Access Road for 0.4 miles to reach Mary Clark Pit.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0105580

SALE NAME: GUNDERS THUNDER

**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 March 27, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except downed red cedar, trees marked with a band of blue paint or bounded out by leave tree boundary tags, bounded by; timber sale boundary tags and the D-2410.5 Road in Unit 1; timber sale boundary tags in Units 2 and 3; timber sale boundary tags and the D-2450 Road in Unit 3.

All forest products described above located on approximately 209 acres on part(s) of Sections 13, 14, and 15 all in Township 29 North, Range 14 West W.M. in Clallam County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	SLASH PILING SPECS
B	GREEN TREE RETENTION PLAN

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$790.00 per acre per annum for the acres on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to

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

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

G-063 Incidental Take Permit Notification Requirements

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

authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

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

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

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

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; D-2000, D-2009, D-2410, D-2410.5, D-2012, D-2014, D-2404, D-2400S, D-2400N, D-2900, D-2428, D-2420, D-2421, D-2421.3, D-2400.5, D-2400.6, D-2450, D-2430, D-2439, D-2432, D-2435, 7+50 Spur, Junction Spur, 1+00 Spur, Loop Pit Access Road, Mary Clark Access Road and Thunder Lake Pit Access Road.. 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-370 Blocking Roads

Purchaser shall not block the D-2000, D-2400N, D-2420, and the D-2900, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

#55-000050 with ITT Rauyonier Inc.

#55-000050 with ROTC

#55101886/101887 with Rayonier

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.

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 \$89,544.00. The total contract price consists of a \$0.00 contract bid price plus \$89,544.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall be determined by the State and shall equal or exceed the value of the cutting proposed by Purchaser.

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

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

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percent and less. Ground based equipment is limited to tracked equipment on sustained slopes that are 45 percent or less. Rubber tired skidders are restricted unless approved by the Contract Administrator. Shovel logging and cable assist/tethered logging must meet rutting and skidding requirements and harvest plan.

30' Equipment Limitation Zones on all typed water, shovel logging and cable assist/tethered logging must meet rutting and skidding requirements and harvest plan. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
2. While felling timber, two warning signs must be posted on the D-2000, D-2400, and the D-2420.
3. Yarding equipment shall not cross live streams without an HPA.
4. Purchaser shall fully suspend one end of log above the ground during logging operations.
4. The Purchaser shall notify all employees and contractors working on this sale that any danger

tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 10/11/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

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

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on D-2000 (Stations: 0+00 – 485+00), Loop Pit Access Road, Mary Clark Pit Access Road and Thunder Lake Pit Access Road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

personnel protection, release notification and emergency response, cleanup, and waste disposal.

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units 1-4.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
SLASH PILING SPECS

Specifications for Slash Piling

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

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

Schedule B
Green Tree Retention Plan

Leave the following as directed by the Contract Administrator:

1. All trees marked with a blue band of paint and all leave tree area clumps shall remain standing.

The perimeter of the leave tree clumps are designated by Leave Tree Area tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	194	4	478	672
2	259	10	453	712
3	21	4	211	232
4	42	1	30	72



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)

Timber Sale Cruise Report Gunders Thunder

Sale Name: GUNDERS THUNDER

Sale Type: LUMP SUM

Region: OLYMPIC

District: OZETTE

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is located off of the D-2000 road system and does not require a key. Access to all units is pretty good.

Cruise Design:

I used a 40 BAF for all units and species on this sale. Merch height was determined at 40% of the diameter at 16". All but logs were cruised in 40' lengths.

Timber Quality:

This sale is a mixture of mature WH and DF that was left after a thinning 8 years ago. Most trees have diameter range of 14-24" and bole heights between 70-90'. There is also a good portion on SS in unit 1 and is scattered thru out the other units.

Common defects were sweep, forked tops and broken tops.

Logging and Stand Conditions:

This sale is pretty flat, unit 1 is quite brushy but the other units aren't too bad to walk thru.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	15.3	6.0		1,472	684	541	248
DF	16.3	5.8		1,288	264	757	267
SS	18.3	5.0		563	206	270	87
RA	11.5			121			121
ALL	15.4	5.8		3,444	1,154	1,567	723

Timber Sale Notice Weight (tons)

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
WH	15,367	6,461	6,102	2,804
DF	12,642	2,398	7,140	3,105
SS	5,003	1,702	2,381	919
RA	1,202			1,202

Tons by Grade				
Sp	All	2 Saw	3 Saw	4 Saw
ALL	34,213	10,561	15,623	8,030

Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
155.3	3.4	106.1	2.0	16,479	4.0

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
GUNDERS THUNDER U1	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	84.0	90.2	42	14	3
GUNDERS THUNDER U2	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	87.0	94.9	44	16	2
GUNDERS THUNDER U3	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	29.0	32.9	16	8	1
GUNDERS THUNDER U4	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	9.0	8.5	6	3	0
All		209.0	226.5	108	41	6

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.4	40	1,355	1,263	6.8	2,397.6	264.1
DF	LIVE	3 SAW	Domestic	9.4	40	3,834	3,621	5.6	7,139.9	756.9
DF	LIVE	4 SAW	Domestic	5.5	33	1,306	1,278	2.2	3,104.5	267.0
RA	LIVE	4 SAW	Domestic	5.8	35	580	580	0.0	1,201.8	121.3
SS	LIVE	2 SAW	Domestic	14.1	40	1,101	987	10.4	1,702.0	206.2
SS	LIVE	3 SAW	Domestic	10.2	39	1,323	1,290	2.5	2,381.2	269.5
SS	LIVE	4 SAW	Domestic	5.7	32	418	418	0.0	919.3	87.4
WH	LIVE	2 SAW	Domestic	13.3	40	3,313	3,270	1.3	6,460.9	683.5
WH	LIVE	3 SAW	Domestic	7.9	40	2,656	2,586	2.6	6,101.5	540.5
WH	LIVE	4 SAW	Domestic	5.4	31	1,185	1,185	0.0	2,804.3	247.7

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	5.9	35	2,159	1.8	4,980.0	451.1
DF	9 - 11	LIVE	Domestic	11.3	40	2,740	6.9	5,264.4	572.7
DF	12 - 14	LIVE	Domestic	13.2	40	1,041	6.7	2,035.3	217.5
DF	15 - 19	LIVE	Domestic	15.1	40	223	7.2	362.3	46.5
RA	5 - 8	LIVE	Domestic	5.8	35	580	0.0	1,201.8	121.3
SS	5 - 8	LIVE	Domestic	6.0	33	649	0.3	1,445.7	135.5
SS	9 - 11	LIVE	Domestic	11.5	40	1,059	2.8	1,854.8	221.4
SS	12 - 14	LIVE	Domestic	13.1	40	216	10.3	422.6	45.2
SS	15 - 19	LIVE	Domestic	15.2	40	770	10.5	1,279.5	161.0
WH	5 - 8	LIVE	Domestic	6.0	33	2,920	0.8	7,013.1	610.3
WH	9 - 11	LIVE	Domestic	10.7	40	851	5.1	1,892.6	177.9
WH	12 - 14	LIVE	Domestic	13.2	40	3,083	1.4	6,147.9	644.5
WH	15 - 19	LIVE	Domestic	15.1	40	187	0.0	313.0	39.0

Cruise Unit Report GUNDERS THUNDER U1

Unit Sale Notice Volume (MBF): GUNDERS THUNDER U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	14.3	6.0		564	285	198	81
DF	16.7	6.0		553	121	344	88
SS	15.9	5.0		283	81	135	66
RA	11.5			50			50
ALL	15.3	5.8		1,450	488	678	284

Unit Cruise Design: GUNDERS THUNDER U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	84.0	90.2	42	14	3

Unit Cruise Summary: GUNDERS THUNDER U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	10	61	1.5	1
DF	18	63	1.5	2
SS	13	35	0.8	1
RA	4	8	0.2	0
ALL	45	167	4.0	4

Unit Cruise Statistics: GUNDERS THUNDER U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	58.1	108.8	16.8	115.5	17.8	5.6	6,711	110.3	17.7
DF	60.0	101.2	15.6	109.8	15.8	3.7	6,587	102.4	16.1
SS	33.3	132.3	20.4	101.0	22.5	6.2	3,367	134.2	21.3
RA	7.6	452.6	69.8	77.6	18.9	9.4	591	453.0	70.5
ALL	159.0	37.9	5.8	108.5	19.4	2.9	17,256	42.5	6.5

Unit Summary: GUNDERS THUNDER U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	18	ALL	16.7	73	92	6,916	6,587	4.8	39.4	60.0	14.7	553.3
RA	LIVE	CUT	4	ALL	11.5	51	61	591	591	0.0	10.6	7.6	2.2	49.7
SS	LIVE	CUT	13	ALL	15.9	62	78	3,571	3,367	5.7	24.2	33.3	8.4	282.8
WH	LIVE	CUT	10	ALL	14.3	63	77	6,780	6,711	1.0	52.1	58.1	15.4	563.7
ALL	LIVE	CUT	45	ALL	15.2	65	81	17,858	17,256	3.4	126.3	159.0	40.7	1,449.5
ALL	ALL	ALL	45	ALL	15.2	65	81	17,858	17,256	3.4	126.3	159.0	40.7	1,449.5

Cruise Unit Report GUNDERS THUNDER U2

Unit Sale Notice Volume (MBF): GUNDERS THUNDER U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	15.5	6.0		596	231	230	135
DF	15.1	5.5		479	89	247	143
SS	20.4			192	81	95	16
RA	11.5			49			49
ALL	15.1	5.7		1,316	401	572	343

Unit Cruise Design: GUNDERS THUNDER U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	87.0	94.9	44	16	2

Unit Cruise Summary: GUNDERS THUNDER U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	19	74	1.7	1
DF	14	65	1.5	2
SS	2	20	0.5	0
RA	4	8	0.2	0
ALL	39	167	3.8	3

Unit Cruise Statistics: GUNDERS THUNDER U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	67.3	89.6	13.5	101.8	24.3	5.6	6,847	92.8	14.6
DF	59.1	97.4	14.7	93.2	25.6	6.8	5,510	100.7	16.2
SS	18.2	129.5	19.5	121.2	0.6	0.4	2,203	129.5	19.5
RA	7.3	463.6	69.9	77.6	18.9	9.4	565	463.9	70.5
ALL	151.8	33.4	5.0	99.6	24.4	3.9	15,124	41.4	6.4

Unit Summary: GUNDERS THUNDER U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	14	ALL	15.1	64	79	5,831	5,510	5.5	47.5	59.1	15.2	479.3
RA	LIVE	CUT	4	ALL	11.5	51	61	565	565	0.0	10.1	7.3	2.1	49.1
SS	LIVE	CUT	2	ALL	20.4	75	95	2,304	2,203	4.4	8.0	18.2	4.0	191.6
WH	LIVE	CUT	19	ALL	15.5	63	77	7,002	6,847	2.2	51.3	67.3	17.1	595.7
ALL	LIVE	CUT	39	ALL	15.4	63	78	15,701	15,124	3.7	116.9	151.8	38.5	1,315.8
ALL	ALL	ALL	39	ALL	15.4	63	78	15,701	15,124	3.7	116.9	151.8	38.5	1,315.8

Cruise Unit Report GUNDERS THUNDER U3

Unit Sale Notice Volume (MBF): GUNDERS THUNDER U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	17.9	6.0		257	155	89	13
DF	17.6	6.0		160	21	113	26
SS	24.0			53	44	8	
RA	11.5			23			23
ALL	16.5	6.0		492	221	210	61

Unit Cruise Design: GUNDERS THUNDER U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	29.0	32.9	16	8	1

Unit Cruise Summary: GUNDERS THUNDER U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	8	28	1.8	1
DF	7	20	1.3	1
SS	1	6	0.4	0
RA	4	4	0.3	0
ALL	20	58	3.6	2

Unit Cruise Statistics: GUNDERS THUNDER U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	70.0	89.7	22.4	126.6	11.8	4.2	8,861	90.5	22.8
DF	50.0	122.2	30.6	110.2	11.7	4.4	5,511	122.8	30.9
SS	15.0	133.3	33.3	120.6	0.0	0.0	1,809	133.3	33.3
RA	10.0	400.0	100.0	77.6	18.9	9.4	776	400.4	100.4
ALL	145.0	30.0	7.5	117.0	18.3	4.1	16,958	35.1	8.5

Unit Summary: GUNDERS THUNDER U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	17.6	77	97	5,898	5,511	6.6	29.6	50.0	11.9	159.8
RA	LIVE	CUT	4	ALL	11.5	51	61	776	776	0.0	13.9	10.0	2.9	22.5
SS	LIVE	CUT	1	ALL	24.0	75	95	1,976	1,809	8.5	4.8	15.0	3.1	52.5
WH	LIVE	CUT	8	ALL	17.9	76	94	8,924	8,861	0.7	40.1	70.0	16.5	257.0
ALL	LIVE	CUT	20	ALL	17.4	72	90	17,575	16,958	3.5	88.4	145.0	34.5	491.8
ALL	ALL	ALL	20	ALL	17.4	72	90	17,575	16,958	3.5	88.4	145.0	34.5	491.8

Cruise Unit Report GUNDERS THUNDER U4

Unit Sale Notice Volume (MBF): GUNDERS THUNDER U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	17.6	6.0		96	33	53	10
WH	11.6			55	12	24	19
SS	18.0			36		31	6
ALL	15.2	6.0		187	45	107	35

Unit Cruise Design: GUNDERS THUNDER U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	9.0	8.4	6	3	0

Unit Cruise Summary: GUNDERS THUNDER U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	14	2.3	1
WH	4	9	1.5	0
SS	2	5	0.8	0
ALL	15	28	4.7	1

Unit Cruise Statistics: GUNDERS THUNDER U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	93.3	58.6	23.9	113.6	10.0	3.3	10,606	59.4	24.1
WH	60.0	55.8	22.8	102.4	15.9	8.0	6,141	58.0	24.1
SS	33.3	90.3	36.9	120.8	1.0	0.7	4,028	90.3	36.9
ALL	186.7	37.5	15.3	111.3	11.7	3.0	20,775	39.3	15.6

Unit Summary: GUNDERS THUNDER U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	17.6	76	95	10,919	10,606	2.9	55.2	93.3	22.2	95.5
SS	LIVE	CUT	2	ALL	18.0	74	93	4,028	4,028	0.0	18.9	33.3	7.9	36.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	4	ALL	11.6	54	65	6,427	6,141	4.5	81.8	60.0	17.6	55.3
ALL	LIVE	CUT	15	ALL	14.8	64	79	21,374	20,775	2.8	155.9	186.7	47.7	187.0
ALL	ALL	ALL	15	ALL	14.8	64	79	21,374	20,775	2.8	155.9	186.7	47.7	187.0



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2618199

Effective Date: 1/22/2024

Expiration Date: 1/22/2027

Shut Down Zone: 650

EARR Tax Credit: Eligible Non-eligible

Reference: WA DNR

Gunders Thunder

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

Ground-based equipment will not enter DSL-2. Trees may be directionally felled and removed by ground-based equipment outside of DSL-2 or ground-based equipment may reach in and remove trees.

Ground-based harvest will use low impact harvest methods in areas with hydric soils.

Issued By: Elliot Mann

Region: Olympic

Title: Forest Practices Forester

Date: 1/22/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: 

Date: 01/22/2024

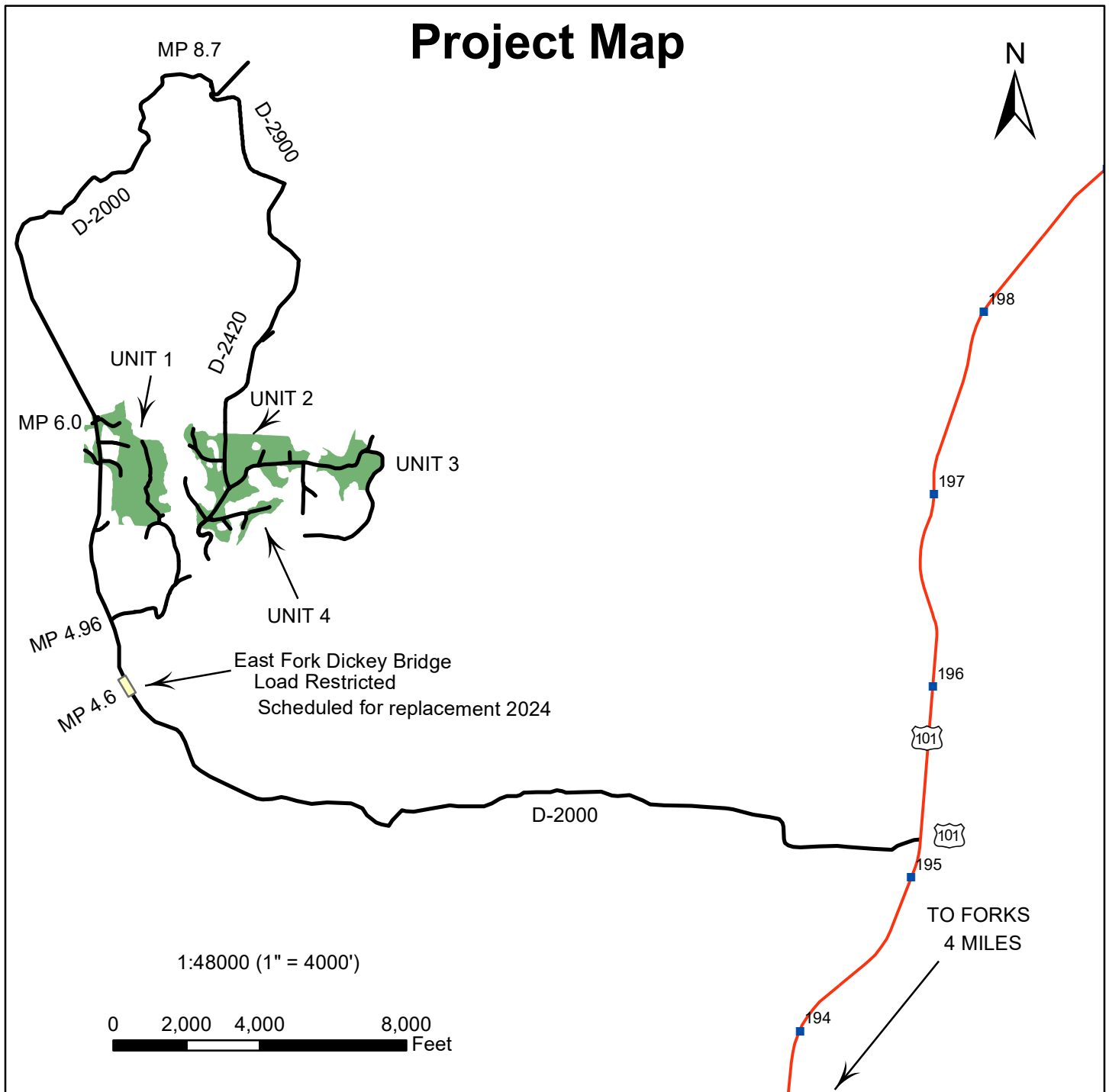
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
GUNDERS THUNDER TIMBER SALE ROAD PLAN
CLALLAM COUNTY
COAST DISTRICT

AGREEMENT NO.: 30-105580

DISTRICT ENGINEER: BILL MEHL

DATE: 25 January 2024

DRAWN AND COMPILED BY: BILL MEHL



PRE-HAUL MAINTENANCE

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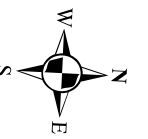
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D-2000

Highway 101

MP 195.2



Legend

Required Decommission	POI	County Road	Existing Roads
<all other values>	Bridge	Required Pre-Haul Maintenance	Required Construction
Culvert Installation	Culvert Installation	Required Reconstruction	Required Reconstruction
Culvert Maintenance	Culvert Maintenance	Optional Pre-Haul Maintenance	Optional Construction
Culvert Removal	Culvert Removal	Optional Reconstruction	Required Abandonment
Culvert Replacement	Culvert Replacement	Required Abandonment	Old Grades/Trails
Ditchout	Ditchout	Designated Skid Trail	Gunders_Thunder_Engineer_Shape
Landing	Landing	Highway_101	Survey - Section Lines
Road Block	Road Block	Survey - Township Lines	Survey - Township Lines
Rock Pit	Rock Pit		
Spot Patch	Spot Patch		
Stream Protection	Stream Protection		
Turnout/Turnaround	Turnout/Turnaround		
Waste Area	Waste Area		

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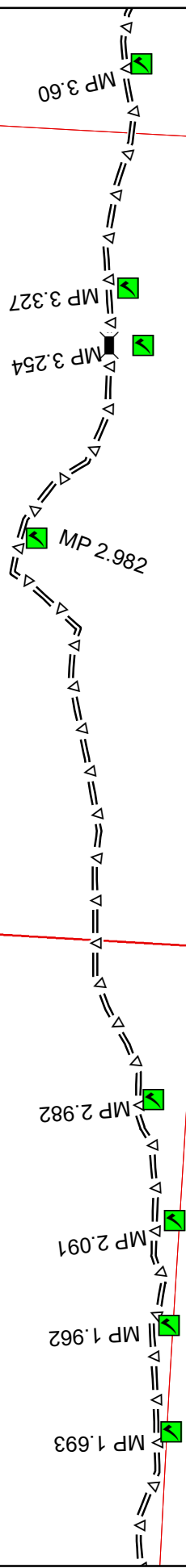
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Legend

POI

- Required Decommission
- <all other values>

POI

- County Road
- Existing Roads
- Required Pre-Haul Maintenance
- Required Reconstruction
- Required Reconstruction
- Required Reconstruction
- Optional Pre-Haul Maintenance
- Optional Construction
- Optional Reconstruction
- Required Abandonment
- Old Grades/Trails

POI

- Designated Skid Trail
- Gunders_Thunder_Engineer_Shape
- Highway_101
- Survey - Section Lines
- Survey - Township Lines

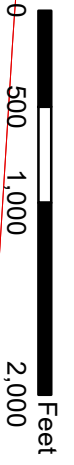
POI

- Stream Protection
- Spot Patch
- Rock Pit
- Road Block
- Landing
- Ditchout
- Turnout/Turnaround
- Waste Area

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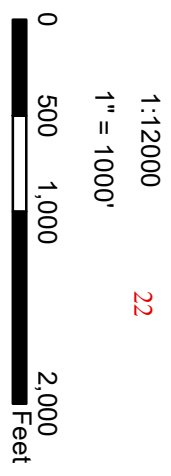


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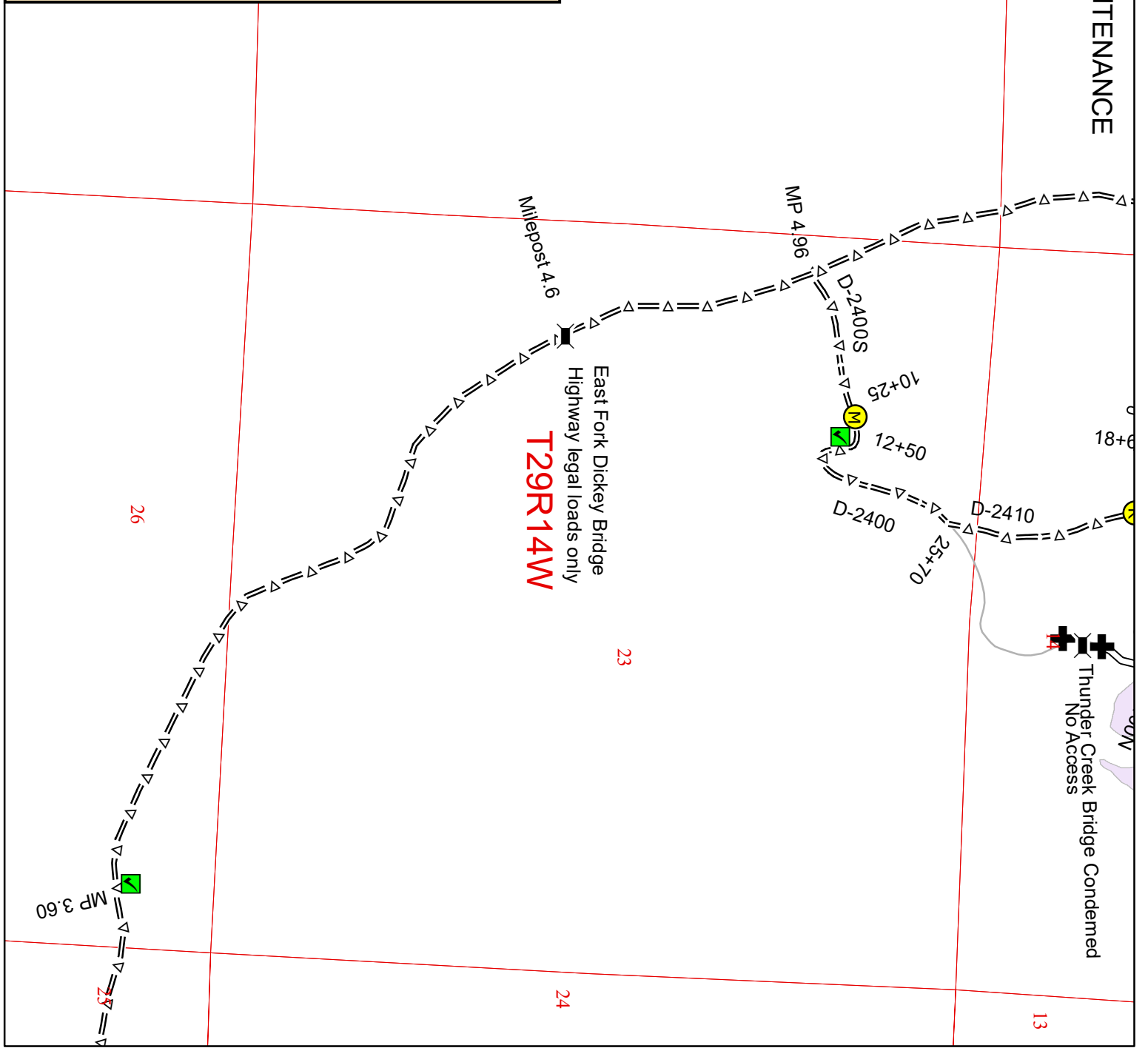


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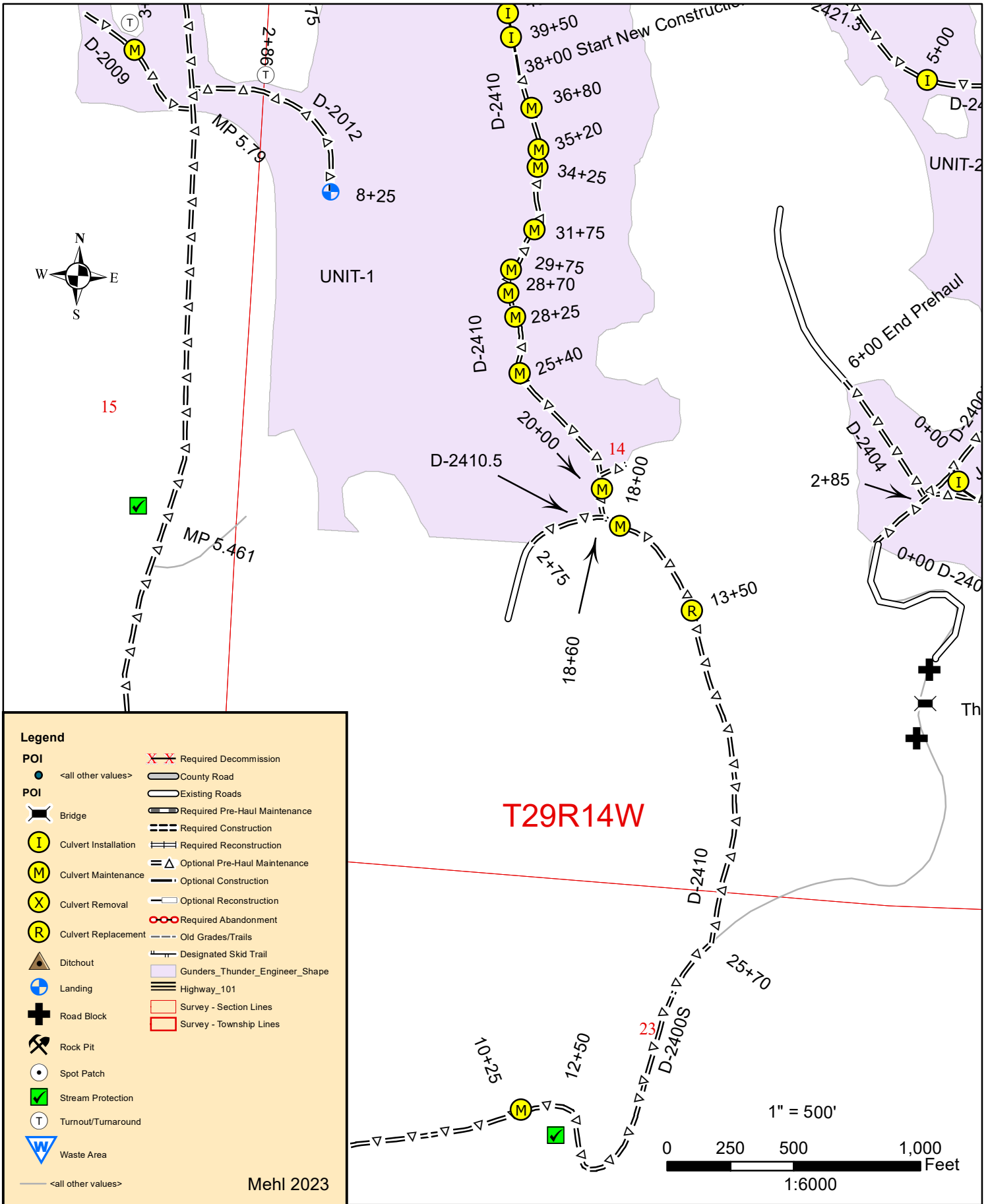
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POI	POI
POI	POI
Bridge	Bridge
Culvert Installation	Culvert Installation
Culvert Maintenance	Culvert Maintenance
Culvert Removal	Culvert Removal
Culvert Replacement	Culvert Replacement
Ditchout	Ditchout
Landing	Landing
Road Block	Road Block
Rock Pit	Rock Pit
Spot Patch	Spot Patch
Stream Protection	Stream Protection
Turnout/Turnaround	Turnout/Turnaround
Waste Area	Waste Area
<all other values>	<all other values>

Required Decommission	Required Decommission
County Road	County Road
Existing Roads	Existing Roads
Required Pre-Haul Maintenance	Required Pre-Haul Maintenance
Required Construction	Required Construction
Required Reconstruction	Required Reconstruction
Optional Pre-Haul Maintenance	Optional Pre-Haul Maintenance
Optional Reconstruction	Optional Reconstruction
Required Abandonment	Required Abandonment
Old Grades/Trails	Old Grades/Trails
Designated Skid Trail	Designated Skid Trail
Gunders_Thunder_Engineer_Shape	Gunders_Thunder_Engineer_Shape
Highway_101	Highway_101
Survey - Section Lines	Survey - Section Lines
Survey - Township Lines	Survey - Township Lines

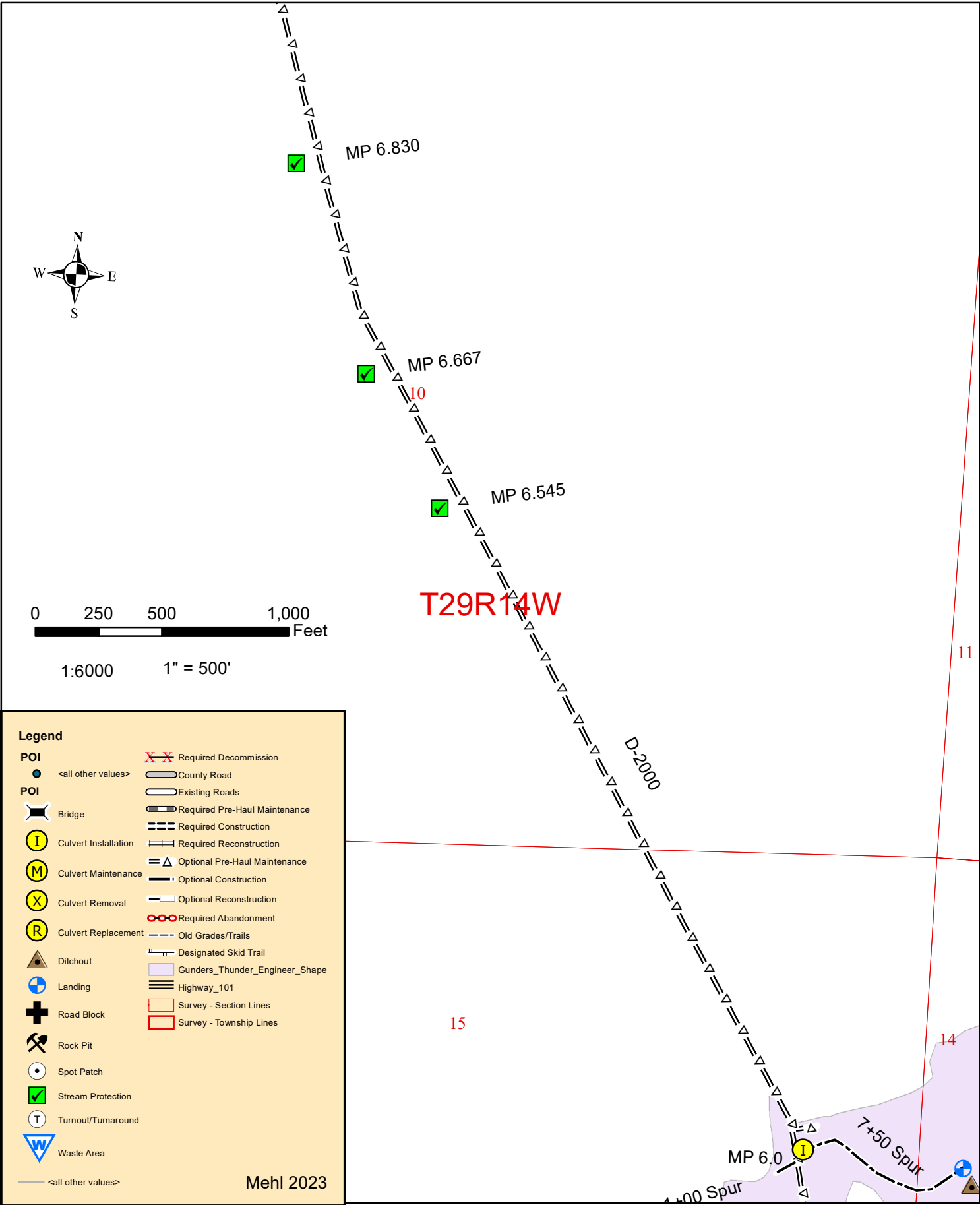
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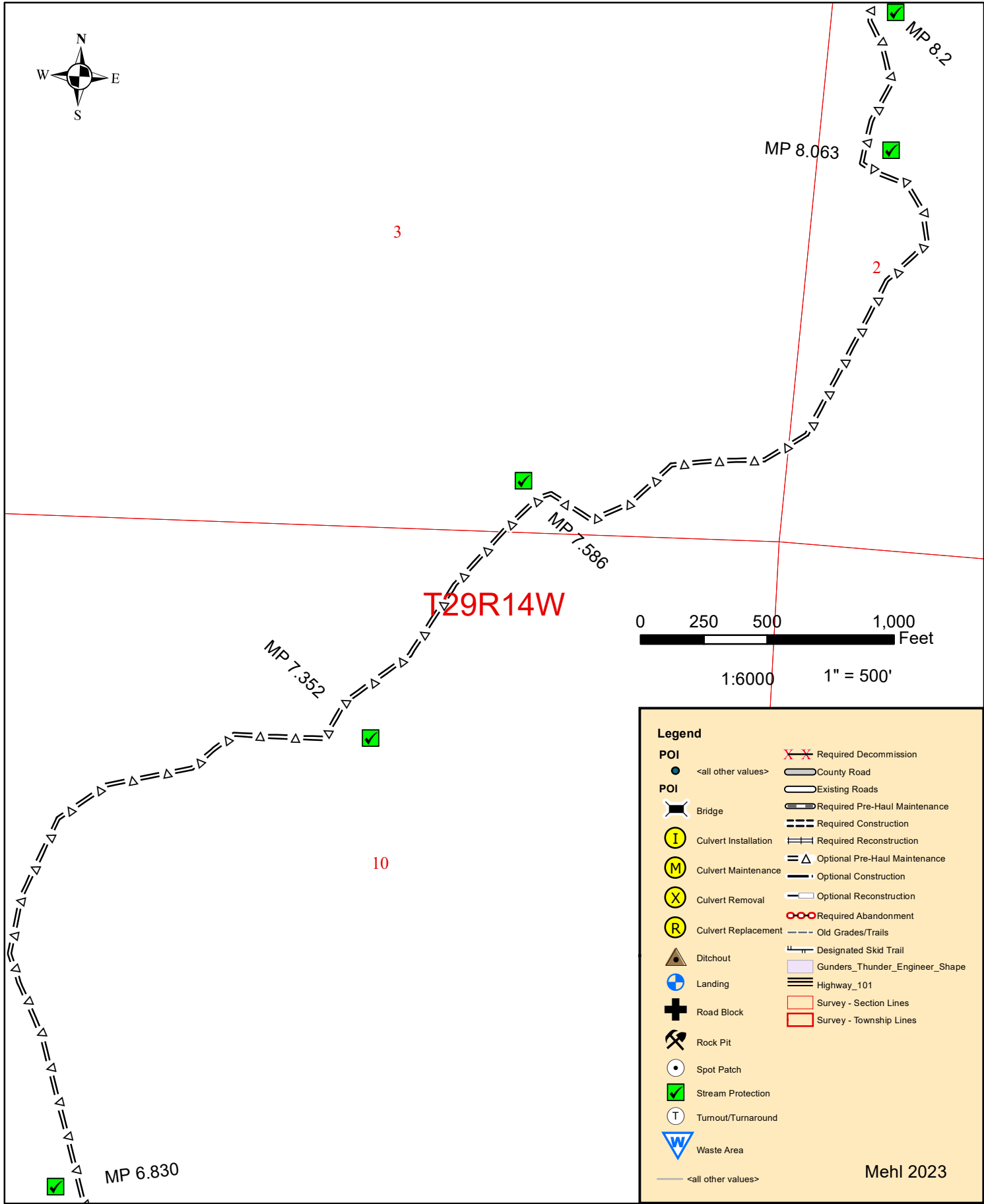
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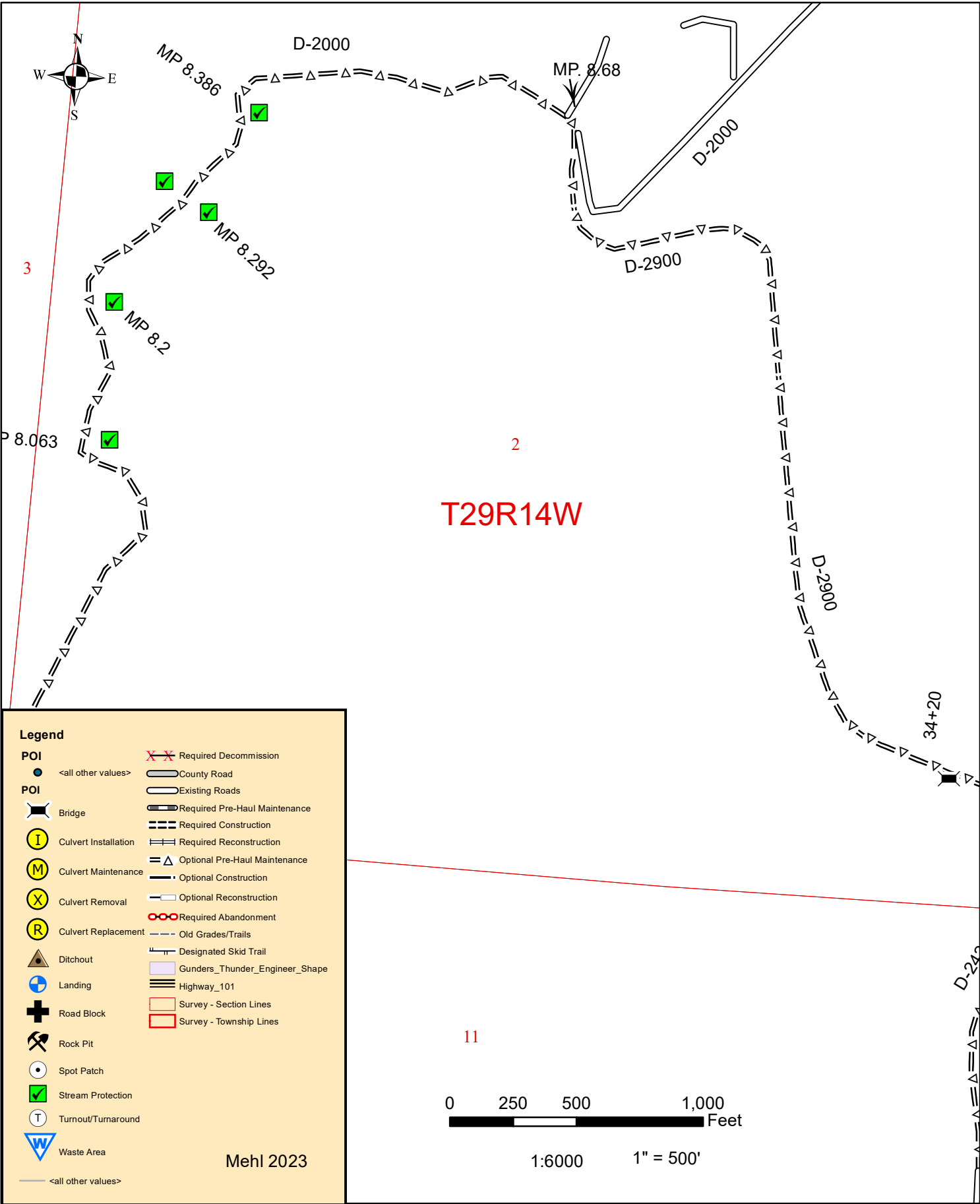


Legend

<all other values>	Required Decommission
Culvert Installation	County Road
Culvert Maintenance	Existing Roads
Culvert Removal	Required Pre-Haul Maintenance
Culvert Replacement	Required Construction
Ditchout	Required Reconstruction
Landing	Optional Pre-Haul Maintenance
Road Block	Optional Construction
Rock Pit	Optional Reconstruction
Spot Patch	Required Abandonment
Stream Protection	Old Grades/Trails
Turnout/Turnaround	Designated Skid Trail
Waste Area	Gunders_Thunder_Engineer_Shape
	Highway_101
	Survey - Section Lines
	Survey - Township Lines
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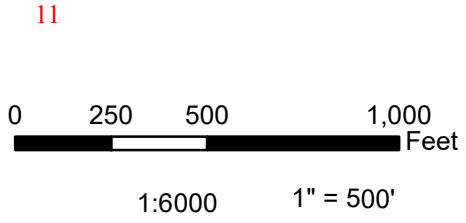
PRE-HAUL MAINTENANCE



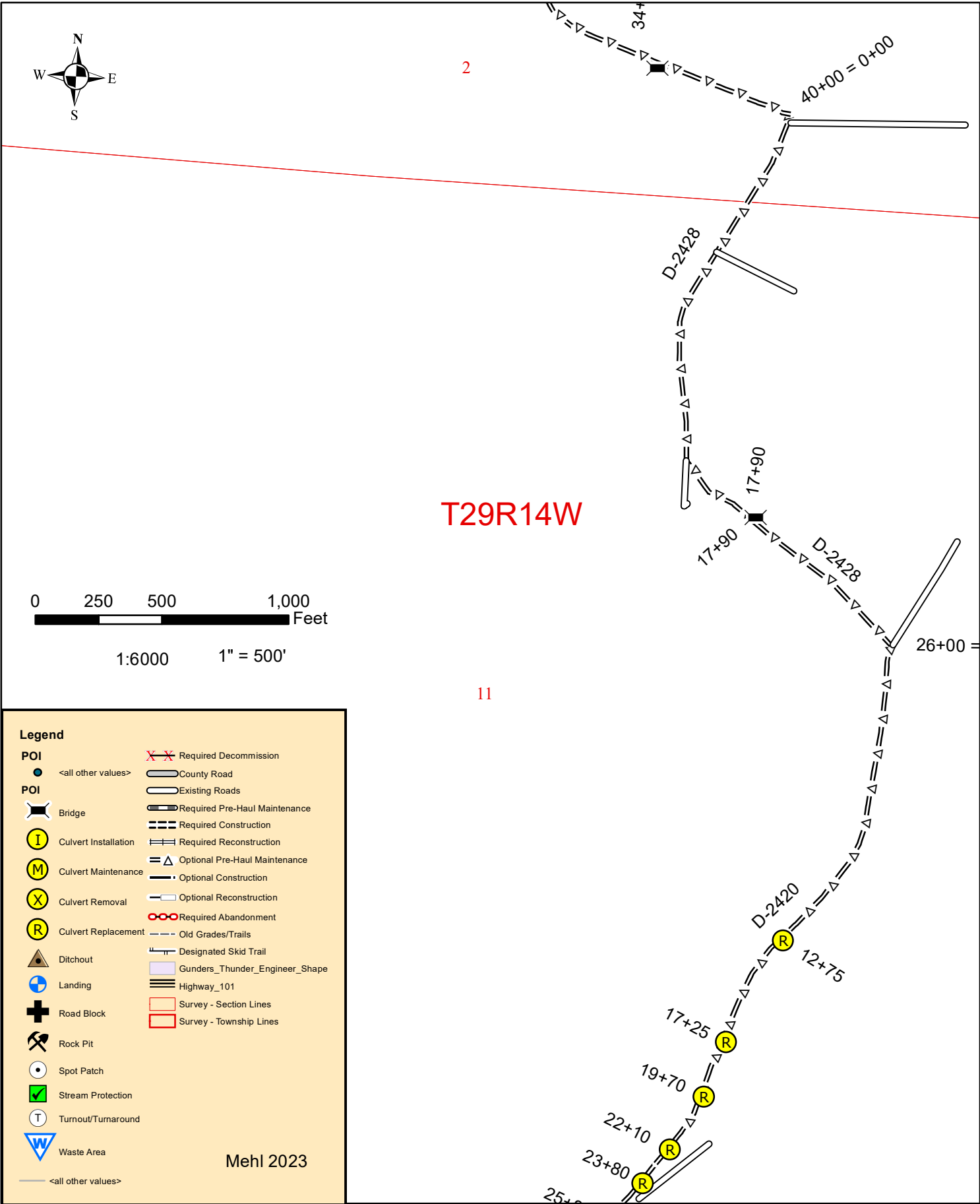
Legend

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POI	○ Existing Roads
POI	▬ Required Pre-Haul Maintenance
Bridge	▬ Required Construction
ⓘ Culvert Installation	▬ Required Reconstruction
Ⓜ Culvert Maintenance	▬ Optional Pre-Haul Maintenance
ⓧ Culvert Removal	▬ Optional Construction
Ⓡ Culvert Replacement	▬ Optional Reconstruction
▲ Ditchout	○ Required Abandonment
⊕ Landing	--- Old Grades/Trails
⊕ Road Block	▬ Designated Skid Trail
⚡ Rock Pit	▬ Gunders_Thunder_Engineer_Shape
⊙ Spot Patch	▬ Highway_101
☑ Stream Protection	▬ Survey - Section Lines
Ⓣ Turnout/Turnaround	▬ Survey - Township Lines
Ⓜ Waste Area	
▬ <all other values>	

Mehl 2023



PRE-HAUL MAINTENANCE



T29R14W

11

Legend

- | | |
|------------------------|--------------------------------|
| ● <all other values> | ✕✕ Required Decommission |
| POI | County Road |
| Bridge | Existing Roads |
| ⓘ Culvert Installation | Required Pre-Haul Maintenance |
| Ⓜ Culvert Maintenance | Required Construction |
| ⓧ Culvert Removal | Required Reconstruction |
| Ⓡ Culvert Replacement | Optional Pre-Haul Maintenance |
| ▲ Ditchout | Optional Construction |
| Ⓛ Landing | Optional Reconstruction |
| ⊕ Road Block | Required Abandonment |
| ⚒ Rock Pit | Old Grades/Trails |
| ⦿ Spot Patch | Designated Skid Trail |
| ☑ Stream Protection | Gunders_Thunder_Engineer_Shape |
| Ⓣ Turnout/Turnaround | Highway_101 |
| Ⓜ Waste Area | Survey - Section Lines |
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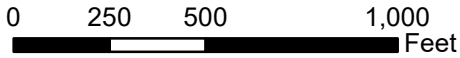
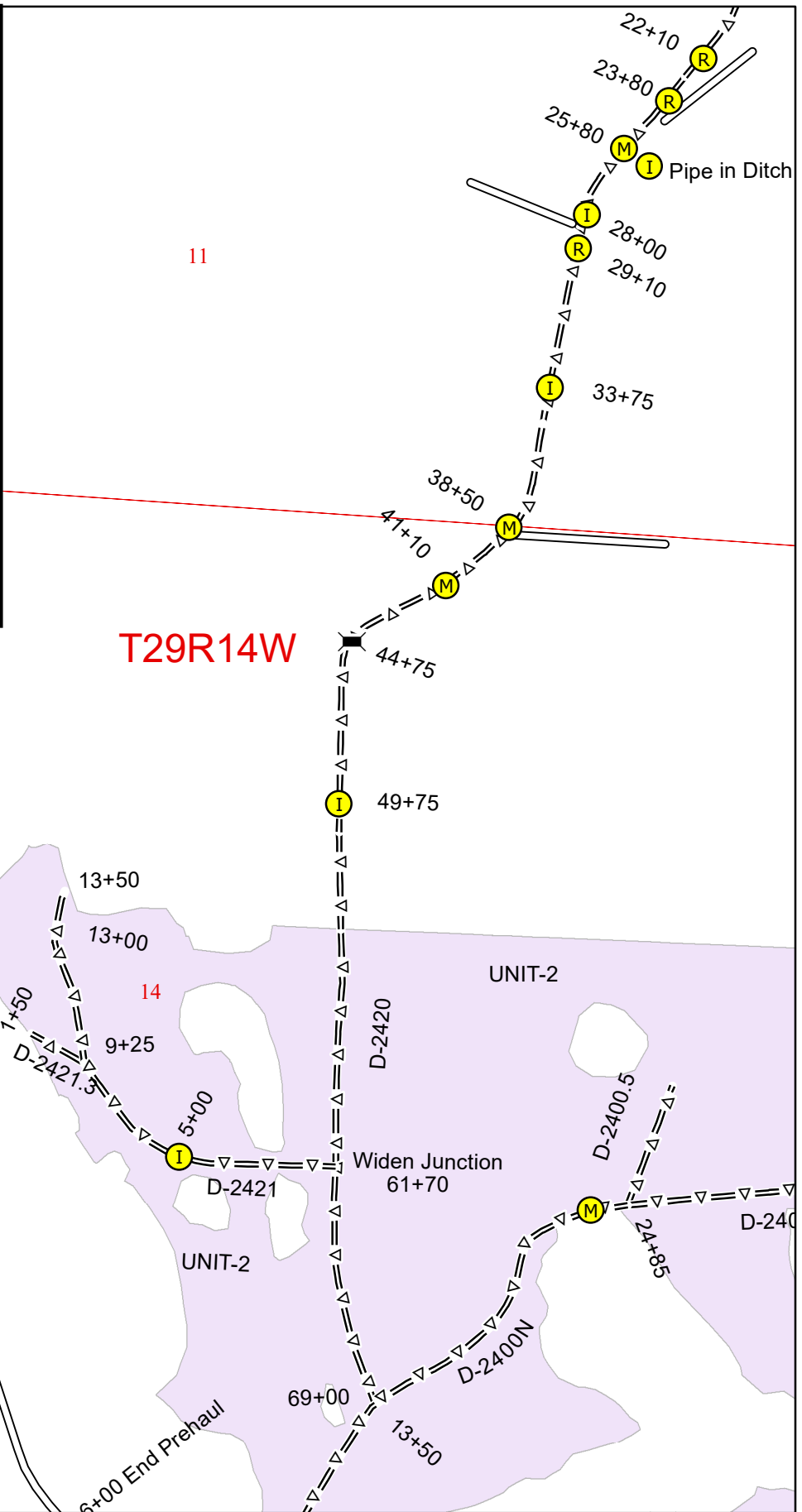
Mehl 2023

PRE-HAUL MAINTENANCE

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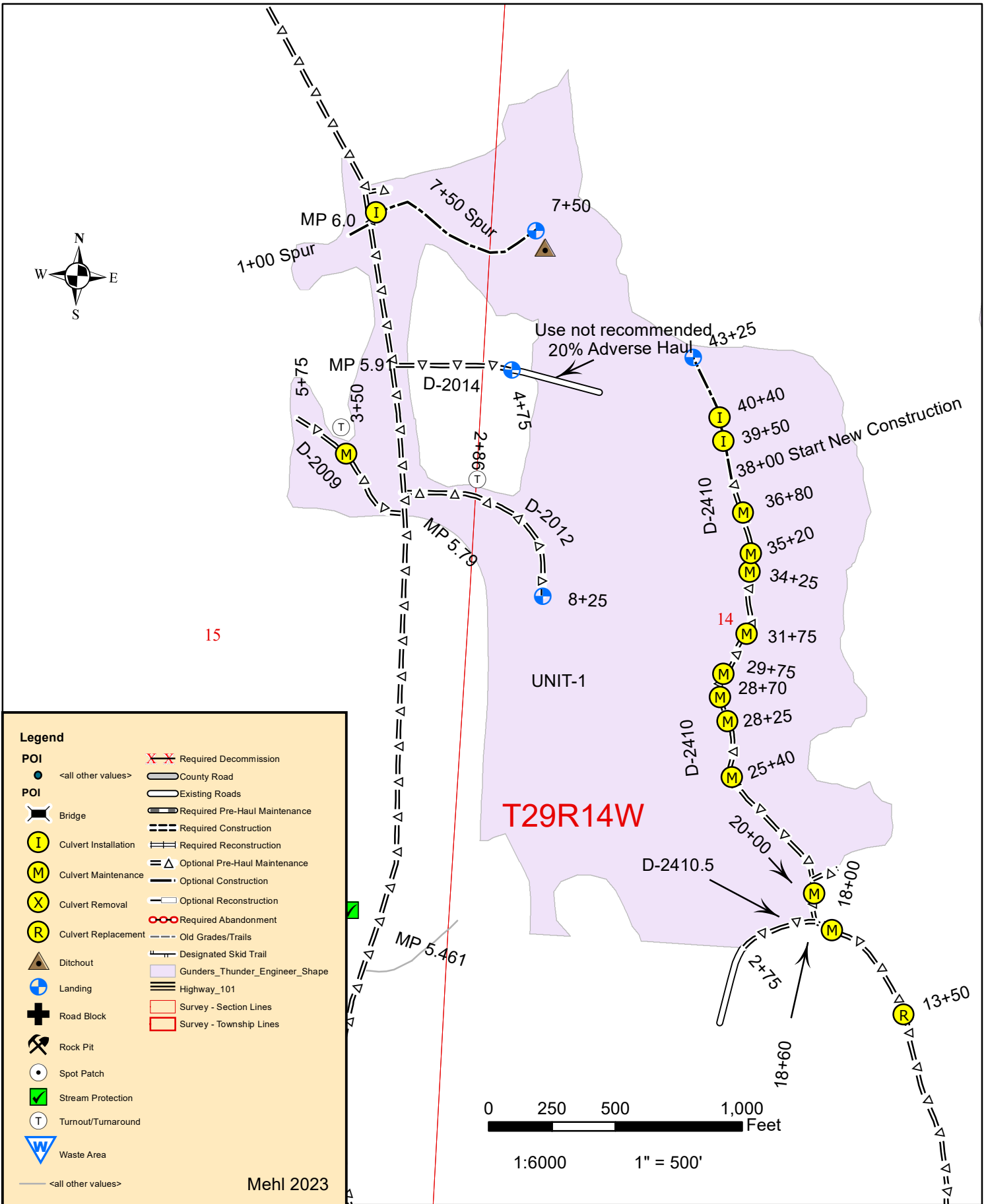
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▬ Bridge	▬ Existing Roads
ⓘ Culvert Installation	▬ Required Pre-Haul Maintenance
Ⓜ Culvert Maintenance	▬ Required Construction
ⓧ Culvert Removal	▬ Required Reconstruction
Ⓡ Culvert Replacement	▬ Optional Pre-Haul Maintenance
▲ Ditchout	▬ Optional Construction
⊕ Landing	▬ Optional Reconstruction
⊕ Road Block	⊕ Required Abandonment
⚒ Rock Pit	▬ Old Grades/Trails
⦿ Spot Patch	▬ Designated Skid Trail
☑ Stream Protection	▬ Gunders_Thunder_Engineer_Shape
Ⓣ Turnout/Turnaround	▬ Highway_101
Ⓜ Waste Area	▬ Survey - Section Lines
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Mehl 2023

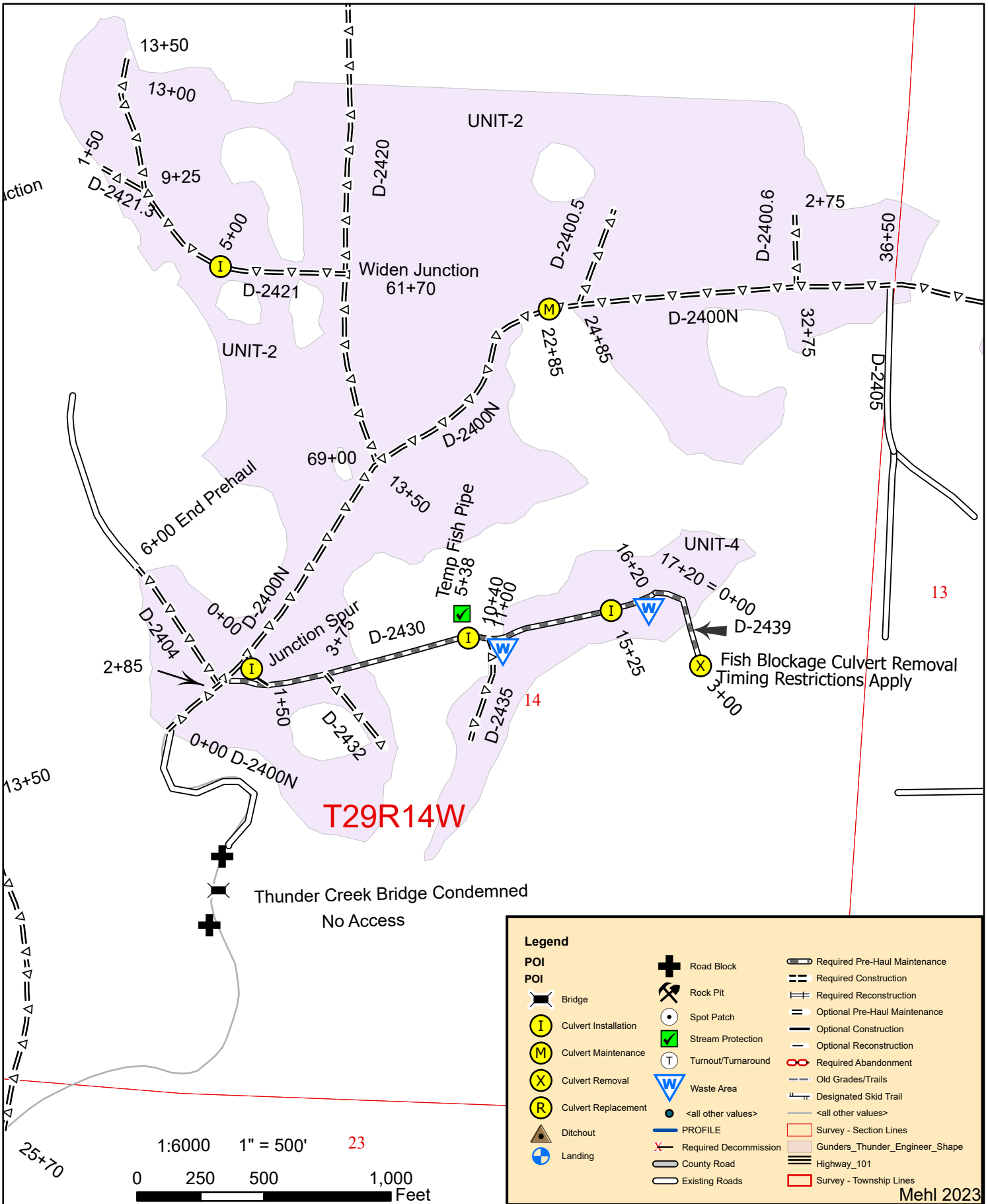


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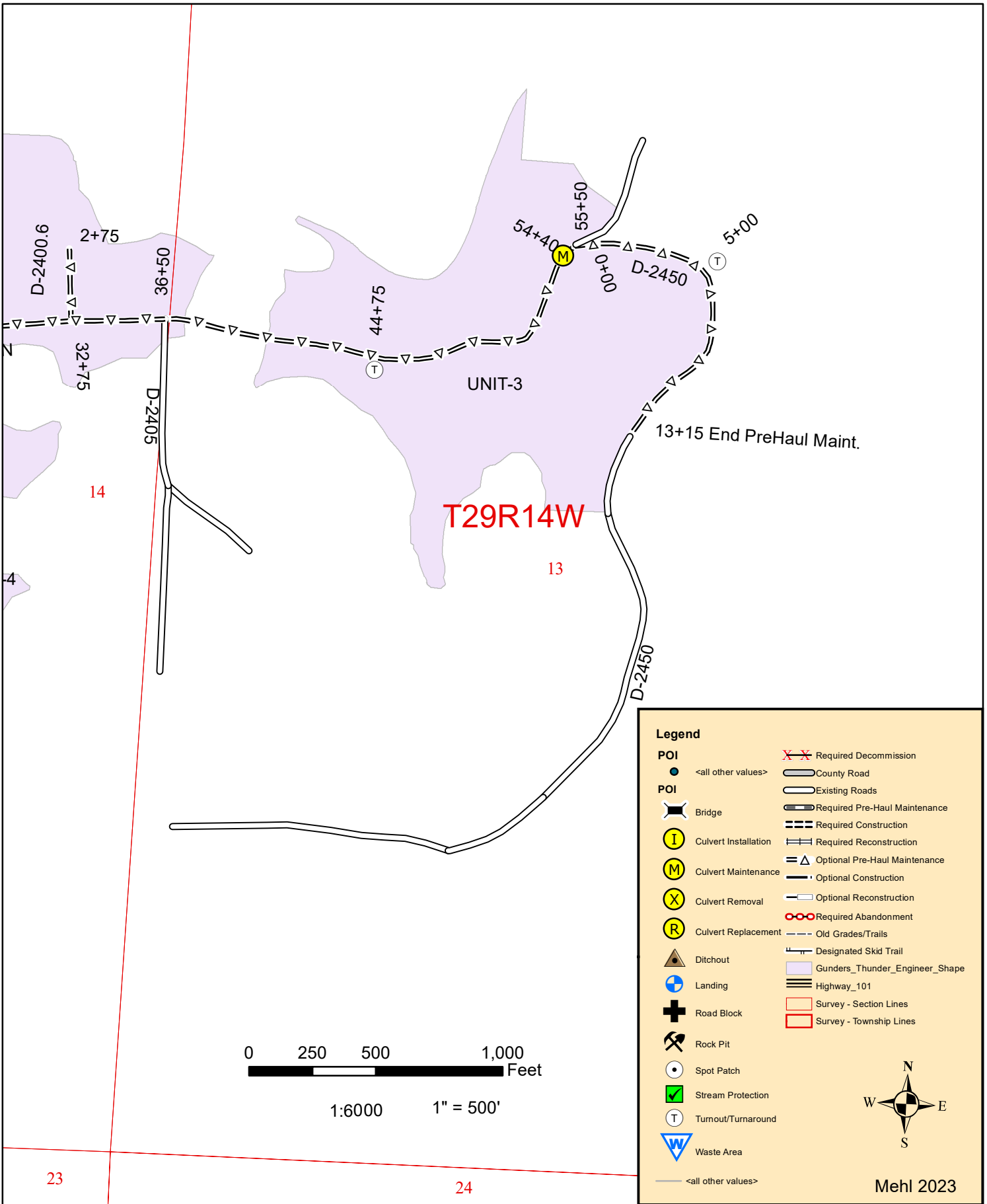
UNIT 1



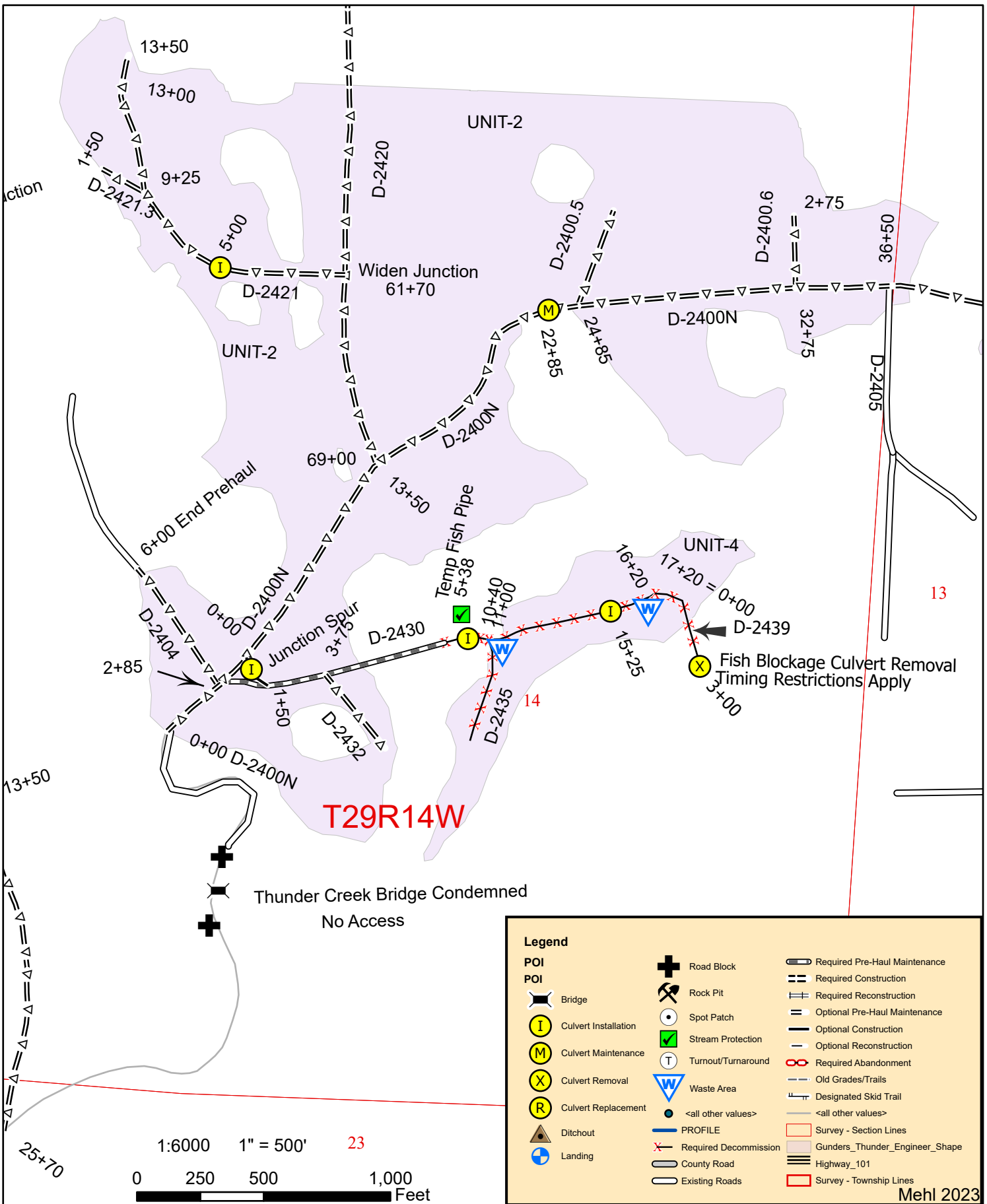
UNITS 2 & 4



UNIT 3



DECOMMISSION MAP



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>
D-2430	17.20	Required Pre-Haul Maintenance
D-2429	3.00	Required Pre-Haul Maintenance
D-2429	3.00	Required Decommissioning

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-2000	470.00	Pre-Haul Maintenance
D-2009	5.75	Pre-Haul Maintenance
D-2410	38.00	Pre-Haul Maintenance
D-2410	5.25	Optional Construction
D-2410.5	3.00	Pre-Haul Maintenance
D-2012	8.25	Pre-Haul Maintenance
D-2014	4.75	Pre-Haul Maintenance
D-2404	6.00	Pre-Haul Maintenance
D-2400S	25.70	Pre-Haul Maintenance
D-2400N	55.50	Pre-Haul Maintenance
D-2900	40.00	Pre-Haul Maintenance
D-2428	26.00	Pre-Haul Maintenance
D-2420	69.00	Pre-Haul Maintenance
D-2421	13.50	Pre-Haul Maintenance
D-2421.3	1.50	Pre-Haul Maintenance
D-2400.5	4.00	Pre-Haul Maintenance
D-2400.6	2.75	Pre-Haul Maintenance
D-2450	13.15	Pre-Haul Maintenance
D-2432	3.50	Pre-Haul Maintenance
D-2435	4.25	Pre-Haul Maintenance
7+50 Spur	7.50	Optional Construction
Junction Spur	1.50	Optional Construction
1+00 Spur	1.00	Optional Construction

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-2410	38+00 – 43.25	See Below

7+50 Spur	0+00 – 7+50	See Below
1+00 Spur	0+00 – 1+00	See Below
Junction Spur	0+00 – 1+50	See Below
Total:	15.25 Sta	

Construction includes, but is not limited to:

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

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-2000	0+00 -470+00	Grade and shape road in accordance with Clause 2-5. Maintain erosion control structures in accordance with Clause 2-8, Clause 8-1 and as directed by Contract Administrator Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2009	0+00 – 5+75	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2410	0+00 – 38+00	Brush road in accordance with Clause 2-9, 3-1 and Brushing Detail. Install/replace/maintain culverts in accordance with Culvert List. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2410.5	0+00 – 3+00	Brush road in accordance with Clause 3-1 and Brushing Detail.
D-2012	0+00 – 8+25	Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2014	0+00 – 4+75	No work required for pre-haul
D-2404	0+00 – 6+00	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2400S	0+00 – 25+70	Grade and shape road in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Maintain

		pipe in accordance with culvert list, Install sediment control structures in accordance with 8-1 and 2-7.
D-2400N	0+00 – 55+50	Brush road in accordance with Clause 3-1 and Brushing Detail. Grade and shape road in accordance with Clause 2-5. Maintain erosion control structures as directed by Contract Administrator Maintain pipes in accordance with culvert list Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List
D-2900	0+00 – 40+00	Brush road in accordance with Clause 3-1 and Brushing Detail. Grade and shape road in accordance with Clause 2-5.
D-2428	0+00 – 26+00	Grade and shape road in accordance with Clause 2-5.
D-2420	0+00 – 69+00	Grade and shape road in accordance with Clause 2-5. Install/replace/maintain culverts in accordance with Culvert List. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2421	0+00 – 13+50	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2421.3	0+00 – 1+50	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2400.5	0+00 – 4+00	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Grade and shape road in accordance with Clause 2-5. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2400.6	0+00 – 2+75	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2430	0+00 – 17+20	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Install/replace/maintain culverts in accordance with Culvert List. Install

		sediment control structures in accordance with 8-1 and 2-7. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2429	0+00 – 3+00	Remove vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Remove fish blockage pipe and widen stream channel in accordance with attached drawings.
D-2432	0+00 – 3+50	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2435	0+00 – 4+25	Remove all vegetative material with a minimum loss of rock in accordance with Clause 2-9 and 3-23. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-2450	0+00 – 13+15	Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
Total:	814.80	

Maintenance includes, but is not limited to:

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

0-7 POST-HAUL MAINTENANCE

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

0-9 DECOMMISSIONING

This project includes, but is not limited to decommissioning listed in Clause 9-20 ROAD DECOMMISSIONING.

0-12 DEVELOP ROCK SOURCE

The Purchaser shall develop rock at Thunder Creek Pit. Development will involve stripping ½ acre to be ready to drill and shoot, and reducing oversize boulders to manageable size (approximately 2 feet in diameter or smaller) using an excavator mounted hydraulic breaker, sorting rock into piles by size class and general pit cleanup. State expects up to 80 hours of machine time with a 40 ton size or larger excavator to be allocated. Alternate methods of reducing boulder size will be considered by District Engineer and the Contract Administrator. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

0-13 STRUCTURES

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-5 DESIGN DATA

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-7 TEMPORARY ROAD CLOSURE

The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Road work shall not close any road for more than 3 consecutive days.

Road	Number of Allowable Closed Days
D-2420	3
D-2400N	3

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-11 FPHP REQUIREMENTS

The following work is subject to requirements under a Forest Practice Hydraulics Project Approval issued by the State of Washington.

<u>FPA Crossing Identifier</u>	<u>Road</u>	<u>Stations</u>	<u>Work Type</u>
C3	D-2430	5+38	Temp Fish Pipe Installation
C4	D-2429	3+00	Fish Blockage culvert removal.

1-12 SURVEY MONUMENTS

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

1-13 LOG LOADING

At no time shall the loading of logs occur on the D-2000 road. In addition, no debris from harvesting operations shall be allowed on this road.

1-14 NON-SALE ASSOCIATED CLOSURE

Bridge replacement work is currently scheduled to take place on the D-2000 (East Fork Dickey) at MP 4.6 sometime during the Construction season of 2024, June 30th to October 11th, which could result in the road being closed for up to 2 months. State shall give at least 2 weeks notice to Purchaser before closure begins.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

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

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

1-16 CONSTRUCTION STAKES SET BY STATE

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-2430	5+38	Pipe Installation
D-2429	3+00	Pipe removal/channel restoration.

1-18 REFERENCE POINT DAMAGE

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

SUBSECTION TIMING

1-20 COMPLETE BY DATE

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

1-21 HAUL APPROVAL

The Purchaser shall not use roads under this Road Plan without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

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

1-23 ROAD WORK PHASE APPROVAL

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

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

SUBSECTION RESTRICTIONS

1-25 ACTIVITY TIMING RESTRICTION

On the following road(s), the specified activities are not permitted during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
D-2420	0+00 – 69+00	Pipe Replacements	October 15 th – April 15 th
D-2430	5+38	Temp fish pipe install	October 1 – June 30 th
D-2429	3+00	Fish blockage removal	October 1 – June 30 th

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 Activity Timing Restriction, the Purchaser shall provide a maintenance plan to include further protection of State resources. The Contract Administrator must approve the maintenance plan in writing, and preventative measures shall be put in place, before

operation in the closure period. The Purchaser shall be 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 shall be developed. All parties shall follow this plan.

1-27 TIMING RESTRICTION FOR MARBLED MURRELET

On portions of the below listed Roads; Any road work, right-of-way timber falling and yarding, rock pit operations or operation of heavy equipment performed during the marbled murrelet nesting season (April 1 through September 23) is restricted to two hours after sunrise to two hours before sunset. This restriction does not apply to hauling timber, rock or equipment.

<u>Road</u>	<u>Stations</u>
D-2000	Milepost 4.5 to Milepost 5.8

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, as approved in writing by Contract Administrator, shall be used. If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road work and hauling operations. Any dirt, rock, or other material tracked or spilled on bridge or asphalt surface(s) shall be removed immediately. Any damage to the surface(s) shall be repaired at the Purchaser’s expense as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

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

1-34 BRIDGE WEIGHT LIMIT RESTRICTIONS

The East Fork Dickey Bridge, over the Dickey River, at approximately milepost 4.6 on the D-2000 road shall be limited to highway legal loads not exceeding a maximum gross vehicle weight limit of 105,500 pounds. Loads not within the maximum gross vehicle weight limits specified above shall be restricted to using the RY-9000 road until bridge replacement is completed later in 2024.

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

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

<u>Road Name</u>
Hwy 101

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

C-060 Designated Roads

<u>Road</u>	<u>Stations</u>
D-2000	0+00 – 475+00
Loop Pit Access Road	All

Sappho LTSP Main	0+00 – 4+80
Mary Clark Pit Access Road	All

2-4 PASSAGE OF LIGHT VEHICLES

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

Road	Stations
D-2000	0+00 - 475+00

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

Road	Stations	Requirements
D-2000	0+00 – 470+00	Grade/shape/compact
D2400S	0+00 – 25+70	Grade/shape/compact
D-2400N	0+00 – 55+60	Grade/shape/compact
D-2900	0+00 – 40+00	Grade/shape/compact
D-2428	0+00 – 26+00	Grade/shape/compact
D-2420	0+00 – 69+00	Grade/shape/compact

2-6 CLEANING CULVERTS

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

Roads	Stations
All	See Culvert List

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean and/or construct the ditches, headwalls, and catch basins. Work shall be completed before the start of timber haul and shall be done in accordance with the Typical Section Sheet. Pulling ditch material across the road or mixing in with the road surface will not be allowed. Ditchlines, headwalls, and catch basins shall not encroach into the existing road.

Road	Stations	Left or Right	Comments
All	All	L & R	As needed or directed by C/A

2-8 MAINTAINING EROSION CONTROL STRUCTURES

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

<u>Road</u>	<u>Mileposts</u>	<u>Work Needed</u>
D-2000	1.693	Repair/Replace silt fences
D-2000	2.091	Repair/Replace silt fences
D-2000	2.244	Repair/Replace silt fences
D-2000	2.982	Repair/Replace silt fences
D-2000	3.254	Repair/Replace silt fences
D-2000	3.327	Repair/Replace silt fences
D-2000	3.60	Repair/Replace silt fences
D-2000	5.461	Repair/Replace silt fences
D-2000	6.545	Repair/Replace silt fences
D-2000	6.667	Repair/Replace silt fences
D-2000	6.830	Repair/Replace silt fences
D-2000	7.352	Repair/Replace silt fences
D-2000	8.063	Repair/Replace silt fences
D-2000	8.20	Pipes in ditch
D-2000	8.292	SF 50' L & R
D-2000	8.386	SF 150' R
D-2000	8.583	Repair/Replace silt fences

2-9 REMOVING VEGETATIVE MATERIAL

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

<u>Road</u>	<u>Stations</u>
D-2009	0+00 – 5+75
D-2410	0+00 – 38+00
D-2400.5	0+00 – 4+00
D-2400.6	0+00 – 2+75
D-2404	0+00 – 6+00
D-2421	0+00 – 13+50
D-2421.3	0+00 – 1+50
D-2430	0+00 – 17+20
D-2432	0+00 – 3+50
D-2435	0+00 – 4+25
D-2429	0+00 – 3+00

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

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

<u>Road</u>	<u>Stations</u>
D-2400S	0+00 – 25+40 L & R
D-2410	0+00 – 38+00 L & R
D-2410.5	0+00 – 3+00 L & R
D-2012	0+00 – 8+25 L & R
D-2900	0+00 – 40+00 L & R
D-2421	0+00 – 13+50 L & R
D-2421.3	0+00 – 1+50 L & R
D-2450	0+00 – 13+15 L & R

3-2 BRUSHING RESTRICTION

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

3-3 BRUSH REMOVAL

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

SUBSECTION CLEARING

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

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

SUBSECTION GRUBBING

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

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

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

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

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

SUBSECTION PILE

3-31 PILING

Organic debris shall be piled no closer than 20 feet from standing timber and no higher than 20 feet. Piles shall be free of rock and soil.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

4-2 PIONEERING

Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 1000 feet beyond completed

construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed:

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

4-4 SWITCHBACK STANDARDS

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

The following standards for switchbacks shall be followed:

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

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

Embankment widening shall be applied equally to both sides of the road to achieve the required width.

4-12 FULL BENCH CONSTRUCTION

Where side slopes exceed 45%, Purchaser shall use full bench construction for the entire subgrade width.

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

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

<u>Road</u>	<u>Stations</u>
D-2421	0+00 – 0+50

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

<u>Road</u>	<u>Stations</u>
7+50 Spur	7+50 R

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas:

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

4-39 WASTE AREA COMPACTION

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

SUBSECTION BORROW

4-45 SELECT BORROW

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

4-46 COMMON BORROW

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

4-47 NATIVE MATERIAL

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

4-48 BORROW MATERIAL

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

SUBSECTION SHAPING

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

SUBSECTION COMPACTION

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades in accordance with the Compaction List by routing equipment over the entire width, except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before placement of rock.

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

4-64 WASTE MATERIAL COMPACTION

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

4-65 CULVERT BACKFILL COMPACTION

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

4-66 COMPACTION BY METHOD

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

SUBSECTION SUBGRADE REINFORCEMENT
SECTION 5 – DRAINAGE

5-4 PUNCHEON RESTRICTED

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

SUBSECTION CULVERTS

5-5 CULVERTS

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

5-11 UNUSED MATERIALS STATE PROPERTY

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

5-12 CONTINGENCY CULVERTS

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

<u>Road</u>	<u>Size</u>
As Directed	(2) 18" x 30'
By C/A	

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

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

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

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

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

5-19 ABOVE GROUND CULVERTS

At 25+50 on the D-2420, an above ground ditch culvert shall be installed. Culvert shall be installed in ditch to have ditch water diverted past the existing culvert at 25+80 and continue down the ditch line to a cross drain.

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

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

5-21 DOWNSPOUTS AND FLUMES

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

5-22 ABOVE GROUND CULVERT ENERGY DISSIPATORS

At the end of the culvert, approximately 1 yd³ of oversize material shall be placed. The extents of placement shall be in accordance with Culvert Installation Typical Details Page.

5-23 STAKING ABOVE GROUND CULVERTS

Culverts shall be staked on both the outlet and inlet. In addition, no more than 10ft of culvert shall be allowed without being staked. Staking shall consist of driving two heavy duty steel fence posts, or 1 ½" X 3/16" angle iron, at least 2 feet into the ground at each point, and attaching them to the culvert using No.10 or larger galvanized smooth wire.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

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

5-27 ARMORING FOR STREAM CROSSING CULVERTS

At the following culvert(s), rip rap shall be set in place immediately following construction of the embankment. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the Typical Type Ns Np Culvert Installation Detail as directed by the Contract Administrator. Rock shall not restrict the flow of water into culvert inlets or catch basins. Rock shall be set in place by machine. Placement shall be by zero-drop-height method only. No placement by end dumping or dropping of rock shall be allowed.

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>
D-2420	22+10	LL
D-2420	29+10	LL

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the Rock List may be obtained from the following source(s) on state land at no charge to the Purchaser. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using, or desire to use, the rock source(s), a joint operating plan shall be developed. All parties shall follow this plan. The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Loop Tavern Pit	T29N R13W Sec 3	4" Jaw Run, Oversize, LL rip-rap
Thunder Lake Pit	T29N R14W Sec 2	Ballast, Oversize, LL rip-rap
Mary Clark Pit	T30N R12W Sec 32	1-1/2" crushed

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the Rock List may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall remove no more than 5150 of 4" jaw run and 250 CY of 1 1/2" minus crushed rock, unless authorized by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Quantity (yd³)</u>
4" Jaw Run	Loop Tavern Pit	5,150 yd ³
1 1/2" Crushed	Mary Clark Pit	250 yd ³

6-5 ROCK FROM COMMERCIAL SOURCE

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

SUBSECTION ROCK SOURCE DEVELOPMENT

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

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

6-12 ROCK SOURCE SPECIFICATIONS

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

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

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

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

6-15 REQUIRED ROCK SOURCE WORK

The following rock source work is required. Work is to be done according to the approved Rock Source Development And Reclamation Plan and as directed by the Contract Administrator.

<u>Site</u>	<u>Requirements</u>
Thunder Lake Pit	1. Strip ½ Acre to be ready to drill and shoot. 2. Reduce oversize boulders to manageable size, (2’ diameter or less) sort, stack as directed by engineer. 80 hours with 40 ton or larger excavator with hydraulic breaker to reduce boulders. Alternate plans for reducing boulders to be submitted in writing to District Engineer.

WEATHER LIMITATIONS

When, in the opinion of the State’s Engineer, the weather is such that satisfactory results cannot be obtained in any phase of operation, Purchaser shall suspend operations until the weather is favorable. Before and during any suspension, Purchaser shall protect the work from damage or deterioration.

SUBSECTION ROCK GRADATIONS

6-29 1 ½-INCH MINUS CRUSHED ROCK

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

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

6-39 4-INCH JAW RUN ROCK

% Passing 4” in one dimension	100%
% Passing 3” square sieve	45 - 65%

Rock shall not contain more than 5% organic debris and trash. All percentages are by weight.

6-50 LIGHT LOOSE RIP RAP

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

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

6-51 HEAVY LOOSE RIP RAP

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

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

6-52 OVERSIZE

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

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

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

SUBSECTION ROCK STOCKPILE

6-67 ROCK STOCKPILE SPECIFICATIONS

Rock stockpiles shall meet the following specifications and must be approved by C/A:

- Before placing aggregates upon the stockpile site, the site shall be cleared of vegetation, trees, stumps, brush, rocks or other debris and the ground leveled to a smooth, firm, uniform surface.
- When completed, the stockpile shall be neat and regular in shape.
- The stockpile height shall be limited to a maximum of 30 feet.

- Stockpiles in excess of 500 cubic yards shall be built up in layers not more than 8 feet in depth. Stockpile layers shall be constructed by trucks, clamshells, or other methods approved, in writing, by the Contract Administrator.
- Each layer shall be completed over the entire area of the pile before depositing aggregates in the next layer. The aggregates shall not be dumped so that they run down and over the lower layers in the stockpile. The method of dropping from a bucket or spout in one location so as to form a cone shaped pile will not be permitted.
- Stockpiles of different types or sizes of aggregate shall be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates.

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-72 ROCK APPLICATION AFTER HAULING

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

<u>Road</u>	<u>Stations</u>	<u>Amount</u>
D-2000	0+00 -470+00 (As directed or needed)	100 yd ³
D-2420	0+00 – 69+00	100 yd ³

6-73 ROCK FOR WIDENED PORTIONS

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

6-78 ROCK FOR SPOT PATCHING

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

SUBSECTION STREAM CROSSING STRUCTURES GENERAL

7-5 STRUCTURE DEBRIS

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

stream. Debris entering any stream shall be removed immediately and placed in the site(s) designated for stockpiling or disposal. The Purchaser is responsible for retrieving all material carried downstream from the jobsite by the stream current.

7-6 STREAM CROSSING INSTALLATION

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

7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES

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

SUBSECTION ACCEPTANCE

7-20 REQUIRED NOTIFICATION AND APPROVAL

Purchaser shall provide the District engineer or their designee 3 day notification prior to beginning road work on the D-2420. Purchaser shall receive approval for completed road work on the D-2420 road from the District engineer or their designee prior to log haul on those roads.

SUBSECTION BRIDGE MAINTENANCE

7-30 BRIDGE MAINTENANCE

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

<u>Road</u>	<u>Station</u>	<u>Requirements</u>	<u>Detail Sheet</u>
D-2428	17+90	Clean Bridge Deck & fix delineators	N/A
D-2420	44+75	Clean Bridge Deck post haul.	N/A

SUBSECTION LARGE CULVERTS

7-55 LARGE CULVERT INSTALLATION

On the following road(s), Purchaser shall install large culverts as specified below. The installation of the culvert shall follow the appropriate detail sheet. Culvert designs shall meet or exceed the following specifications:

<u>Road</u>	D-2420	D-2420	
<u>Station</u>	17+25	19+70	
<u>Type</u>	Steel	Plastic	
<u>Material and Coating Type*</u>	Aluminized	Double wall	
<u>Span (in.)</u>	36"	30"	
<u>Rise (in.)</u>	36"	30"	

<u>Length (ft.)</u>	60'	40'	
<u>Depth of Cover Material (ft.)</u>	3'	3'	
<u>End design</u>	round	round	
<u>Corrugations</u>	2 2/3" X 1/2"	2 2/3" X 1/2"	
<u>Gauge</u>	14	14	
<u>Detail Sheet</u>	None	None	

* See Clause 10-15 Corrugated Steel Culvert or Clause 10-18 Corrugated Steel Structural Plate

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

Steel pipe, pipe arches, and structural plate culverts shall be installed according to the National Corrugated Pipe Association Installation Manual, and are subject to the inspection and approval of the Contract Administrator before placement and backfill. The latest edition of the NCSPA Installation Manual can be found at www.ncspa.org.

7-57 CULVERT SHAPE CONTROL

Purchaser shall monitor the culvert shape during backfill and compaction. Special attention shall be paid to maintaining the structure's rise dimensions, concentricity and smooth, uniform curvature. If compaction methods are resulting in peaking and/or deflection of the culvert, Purchaser shall, in consultation with the District Engineer or their designee, modify their compaction method to achieve the appropriate end-result. The National Corrugated Steel Pipe Association "Installation Manual for Corrugated Steel Pipe, Pipe Arches, and Structural Plate" includes guidance on how to monitor culvert shape control and recommends corrective actions to take when shape control problems arise.

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

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

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
D-2400S	12+50	100' of silt fence on Right
D-2430	9+60	Add settling ponds
D-2420	25+80	Pipe in ditch
D-2000	0+00 – 470+00	See Clause 2-8

8-2 PROTECTION FOR EXPOSED SOIL

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

SUBSECTION REVEGETATION

8-15 REVEGETATION

Purchaser shall grass seed and hay mulch all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pull back areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of

exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of revegetation must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

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

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

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

8-19 ASSURANCE FOR SEEDED AREA

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

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

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

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

Grass seed shall meet the following specifications:

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

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION STRUCTURES

9-3 REMOVAL OF CULVERT MATERIAL FROM STATE LAND

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

9-2 CULVERT REMOVAL FROM LIVE STREAM

On the following road(s), Purchaser shall remove existing culverts from live streams and leave the resulting channel open with excavation slope and excavated channel width as specified. Excavated material shall be end hauled to an approved waste area designated in Clause 4-37 Waste Area Location. Culvert removal from live streams shall be in accordance with the <insert Detail Sheets>.

<u>Road</u>	<u>Stations</u>	<u>Excavated Channel Width</u>	<u>Slope Ratio</u>	<u>Comments</u>
D-2429	3+00	10'	2:1	Timing window July 1 through September 30 th .

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator
D-2000	0+00 – 470+00	Apply post haul rock as per Clause 6-72.
D-2420	0+00 – 69+00	Apply post haul rock as per Clause 6-72.
D-2420	44+75	Clean Bridge Deck

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

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

9-20 ROAD DECOMMISSIONING

The following road(s) shall be decommissioned by the Purchaser before the termination of this contract.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-2439	0+00 – 3+00	Light Decommissioning
D-2435	0+00 – 4+25	Light Decommissioning
D-2430	5+25 – 17+20	Light Decommissioning
Total:	19.20	

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

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

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

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

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

10-16 CORRUGATED ALUMINUM CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-20 FLUME AND DOWNSPOUT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

Plastic coupling and end bands shall meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer shall be used. Couplings shall be split coupling band. Split coupling bands shall have a minimum of four corrugations, two on each side of the pipe joint.

10-23 RUBBER CULVERT GASKETS

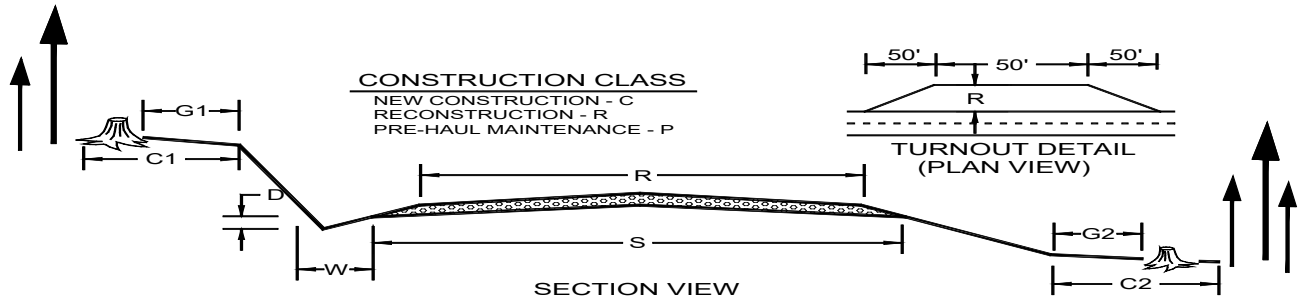
Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

10-24 GAGE AND CORRUGATION

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

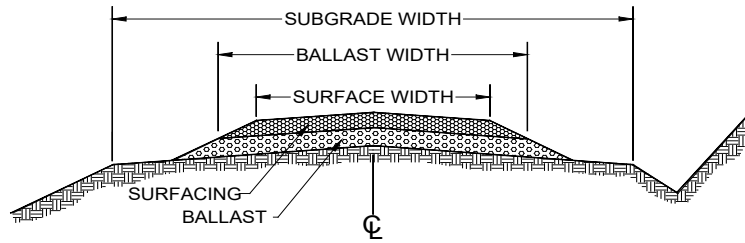
<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 48"	14 (0.079")	2 2/3" X 1/2"
54"	12	5" X 1"
60" +	10	5" X 1"

TYPICAL SECTION SHEET



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	CROWN AT CL (in)	DITCH WIDTH (W)	DITCH DEPTH (D)	GRUBBING CUT BANK (G1)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (C1)	ROAD FILL CLEARING (C2)
D-2000	0+00	470+00	P		16'	3"	2'	1'				
D-2009	0+00	5+75	P		14'	3"	2'	1'				
D-2410	0+00	38+00	P		14'	3"	2'	1'				
D-2410	38+00	43+25	C	17'	14'	3"	2'	1'	3'	5'	10'	5'
D-2410.5	0+00	3+00	P		14'	3"	2'	1'				
D2012	0+00	8+25	P		14'	3"	2'	1'				
D-2014	0+00	4+75	P		14'	3"	2'	1'				
D-2404	0+00	6+00	P		14'	3"	2'	1'				
D-2400S	0+00	25+70	P		14'	3"	2'	1'				
D-2400N	0+00	55+50	P		14'	3"	2'	1'				
D-2900	0+00	40+00	P		14'	3"	2'	1'				
D-2928	0+00	26+00	P		14'	3"	2'	1'				
D-2420	0+00	69+00	P		14'	3"	2'	1'				
D-2421	0+00	13+50	P		14'	3"	2'	1'				
D-2421.3	0+00	1+50	P		14'	3"	2'	1'				
D-2400.5	0+00	4+00	P		14'	3"	2'	1'				
D-2400.6	0+00	2+75	P		14'	3"	2'	1'				
Jct spur	0+00	1+50	C	17'	14'	3"	2'	1'	3'	5'	10'	5'
D-2430	0+00	17+20	P		14'	3"	2'	1'				
D-2432	0+00	3+50	P		14'	3"	2'	1'				
D-2435	0+00	4+25	P		14'	3"	2'	1'				
D-2450	0+00	13+15	P		14'	3"	2'	1'				
7+50 Spur	0+00	7+50	C	17'	14'	3"	2'	1'	3'	5'	10'	5'
1+00 Spur	0+00	1+00	C	17'	14'	3"	2'	1'	3'	5'	10'	5'

ROCK LIST SHEET

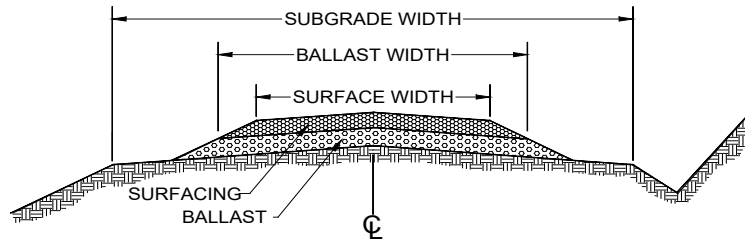


SECTION VIEW

1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= 1: Loop Tavern 4" Jaw, 2: Loop Tavern Pit Pitrun, 3: Loop Tavern Oversize, 4. Thunder Pit Ballast, 5. Mary Clark Pit 1 ½" minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap
D-2000															
Post-Haul	0+00	470+00							5				100		
D-2410														3	25
Lift	0+00	38+00							1	12	8	45	1710		
Culvert	13+50			2				20							
Lift	38+00	43+25		2	12	18	110	580							
Culvert	39+50			2				40							
Culvert	40+40			2				40							
Landing	43+25			2				50							
D-2410.5															
Misc	0+00	3+00							1				10		
D-2009															
Lift	0+00	5+75							1	12	6	35	200		
D-2012															
Lift	0+00	8+25							1	12	6	35	290		
D-2420															
Misc	0+00	69+00							1				100		
Culvert	12+75			2				20							
Culvert	17+25			2				100							
Totals:								Pitrun: 850				Jaw: 2310, Crushed: 100			25

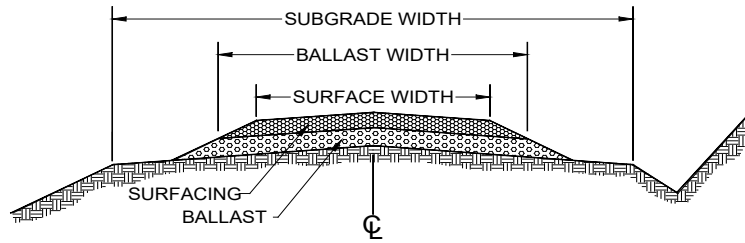
ROCK LIST SHEET CONTINUED



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ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap	Oversize/Rip Rap Quantity(yd ³)
D-2420 Cont.															
Culvert	19+70			2			40								
Culvert	22+10			2			40							3	10
Culvert	23+80			2			40							3	5
Culvert	25+80								1				40		
Culvert	28+00			2			20								
Culvert	29+10			2			100								
Culvert	33+75			2			20							3	5
Culvert	49+75			2			20								
Post-Haul									5				100		
D-2421															
Lift	0+00	13+50							1	12	6	35	470		
Jct Widening	0+10								1				50		
Culvert	5+00			2			20								
D-2421.3															
Lift	0+00	1+50							1	12	6	35	50		
1+00 Spur															
lift	0+00	1+00		4	12	24	150	150							
7+50 Spur															
Lift	0+00	7+50		4	14	18	110	820							
Totals:															20
Ballast: 970, Pitrun: 300								Jaw: 610, Crushed: 100							

ROCK LIST SHEET CONTINUED

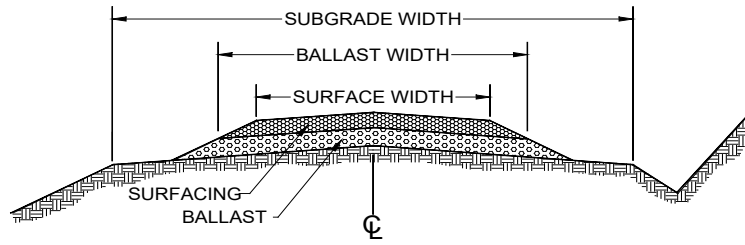


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ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip Rap Source	Oversize/Rip Rap Quantity(yd ³)
7+50 Spur Cont.															
Lift	0+00	7+50							1	12	6	35	260		
Culvert	0+10								1			40			
D-2400N															
Misc	0+00	55+50							5				50		
Junction Spur															
Lift	0+00	1+50							1	12	18	110	170		
Culvert	0+10								1				20		
D-2430															
Lift	0+00	17+20							1	12	6	35	600		
Culvert	9+60			2				40							
Culvert	15+25			2				20							
D-2432															
Lift	0+00	3+50							1	12	6	35	120		
D-2435															
Lift	0+00	4+25							1	12	6	35	150		
D-2404															
Lift	0+00	6+00							1	12	6	35	210		
D-2400.5															
Lift	0+00	4+00							1	12	6	35	140		
Totals:								Pitrun: 60					Jaw: 1670, Crushed 50		

ROCK LIST SHEET CONTINUED



SECTION VIEW

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6. Rock sources= 1: Loop Tavern 4" Jaw, 2: Loop Tavern Pit Pitrun, 3: Loop Tavern Oversize, 4. Thunder Pit Ballast, 5. Mary Clark Pit 1 ½" minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity (yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
D-2400.6															
Lift	0+00	2+75							1	12	6	35	100		
D-2450															
Lift	0+00	13+15							1	12	6	35	460		
Totals:															Jaw: 560

ROCK LIST SHEET GRAND TOTAL

Source	Quantity (yd ³)
1: Loop Pit PitRun	1210
2: Loop Pit 4" Jawrun	5150
3: Thunder Pit Ballast	970
4: Mary Clark 1 ½" Crushed	250
5: Loop Pit Oversize	45

CULVERT LIST

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)	RIP RAP - INLET (cy)	RIP RAP - OUTLET (cy)	BACKFILL MATERIAL	NOTES
D-2400N	10+25							Culvert Maintenance, Clean Inlet
D-2410	0+10							Culvert Maintenance, Clean Inlet
D-2410	13+50	18	30				PR	Replace existing culvert
D-2410	18+00							Culvert Maintenance, Clean Inlet
D-2410	20+00							Culvert Maintenance, Clean Inlet
D-2410	25+40					5		Culvert Maintenance, Clean Inlet add ED to outlet
D-2410	28+25					5		Culvert Maintenance, Clean Inlet add ED to outlet
D-2410	28+70							Culvert Maintenance, Clean Inlet
D-2410	29+75							Culvert Maintenance, Clean Inlet
D-2410	31+75					5		Culvert Maintenance, Clean Inlet add ED to outlet t
D-2410	34+25					5		Culvert Maintenance, Clean Inlet add ED to outlet
D-2410	35+20							Culvert Maintenance, Clean Inlet
D-2410	36+80					5		Culvert Maintenance, Clean Inlet add ED to outlet
D-2410	39+50	18	30				PR	New culvert installation
D-2410	40+40	18	40				PR	New culvert installation
D-2009	3+50							Culvert Maintenance, Clean Inlet & Outlet
7+50 Spur	0+10	18	50				PR	New Junction Pipe
D-2420	12+75	24	40				PR	Replace existing culvert
D-2420*	17+25	36	60	40			PR	Replace existing Ns stream culvert
D-2420	19+70	30	40	20			PR	Replace existing culvert
D-2420*	22+10	24	40			10	PR	Replace existing Ns stream culvert
D-2420	23+80	18	30			5	PR	Replace existing culvert
D-2420	25+80	18	60					Pipe in ditch, Clean inlet existing
D-2420	28+00	18	30				PR	New culvert installation
D-2420	29+10	24	60				PR	Replace existing culvert

All rip rap shall be Oversize unless specified in the Rock List, or in the field.
All backfill shall be native material (NT) unless specified otherwise. CR= 1 1/2"- crushed rock, PR = pit run.

CULVERT LIST Continued

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)		RIP RAP - INLET (cy)	RIP RAP - OUTLET (cy)	BACKFILL MATERIAL	NOTES
D-2420	33+75	18	30					PR	New culvert installation
D-2420	38+50								Culvert Maintenance, Clean Inlet
D-2420	41+10								Culvert Maintenance, Clean Inlet
D-2420	49+75	18	26					PR	New culvert installation
D-2421	5+00	18	30					PR	New culvert installation
Jct. Spur	0+10	18	40					PR	New Junction Pipe
D-2430*	5+38	24	30						Temp Fish stream culvert install
D-2430	15+25	18	26						New culvert installation
D-2429*	3+00								Fish blockage Culvert Removal
D-2400N	22+85								Culvert Maintenance, Clean Inlet
D-2400N	54+40								Culvert Maintenance, Clean Inlet
Contingency		18	30						Contingency Pipe
Contingency		18	30						Contingency Pipe

All rip rap shall be Oversize unless specified in the Rock List, or in the field.
All backfill shall be native material (NT) unless specified otherwise. CR= 1 ¼"- crushed rock,
PR = pit run.

COMPACTION LIST

Road	Stations	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Pre-haul	All	Culvert Backfill	8"	Jumping Jack		3	
Pre-haul	All	Rock Lifts	6"	Vibratory Smooth Drum	6,000	3	3
Pre-haul	All	Pre-haul Surface		Vibratory Smooth Drum	6,000	3	3
Construction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Construction	All	Culvert Backfill	8"	Jumping Jack		3	
Construction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Culvert Backfill	8"	Jumping Jack		3	
Reconstruction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Post-haul Maintenance	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3

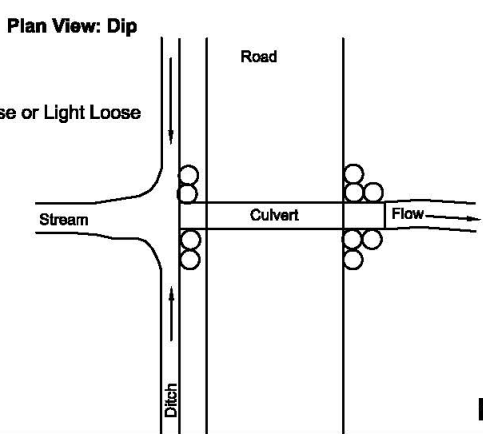
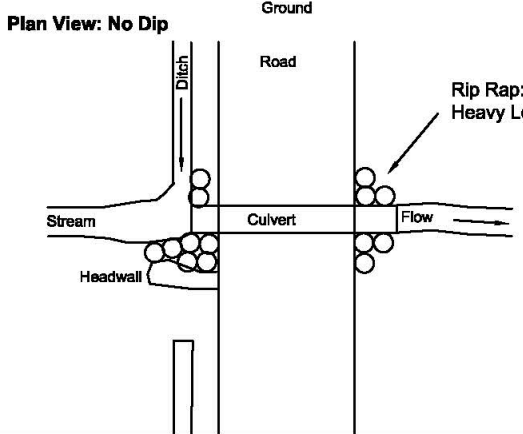
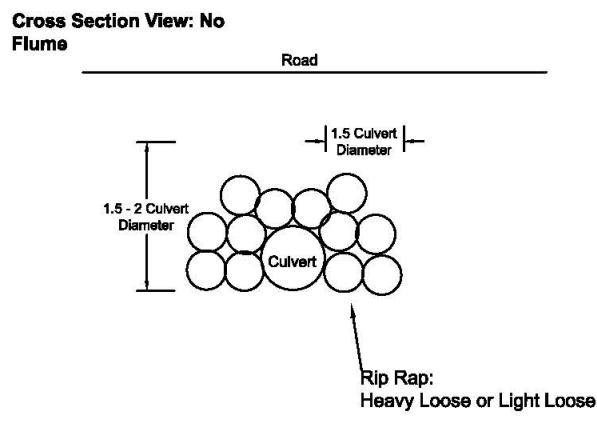
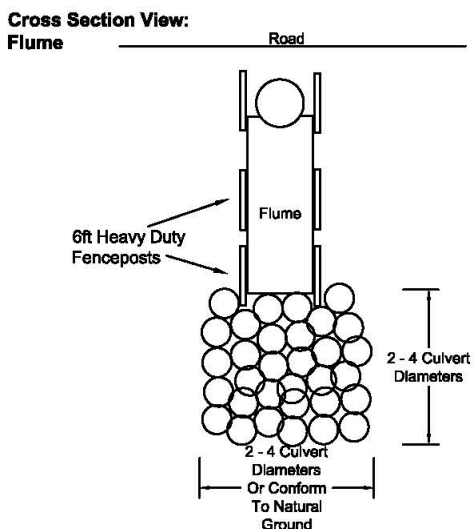
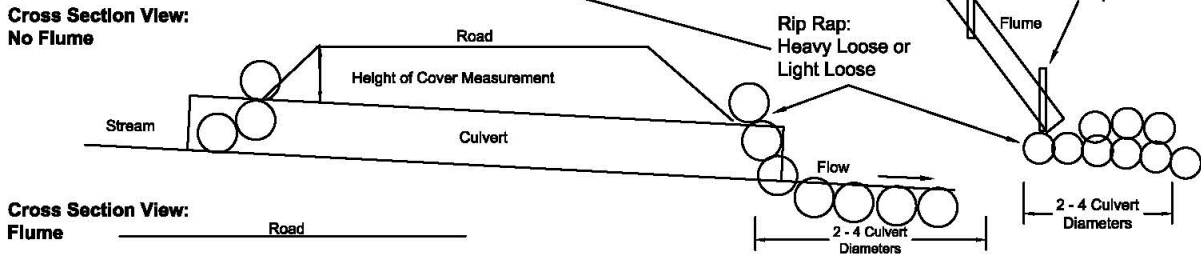
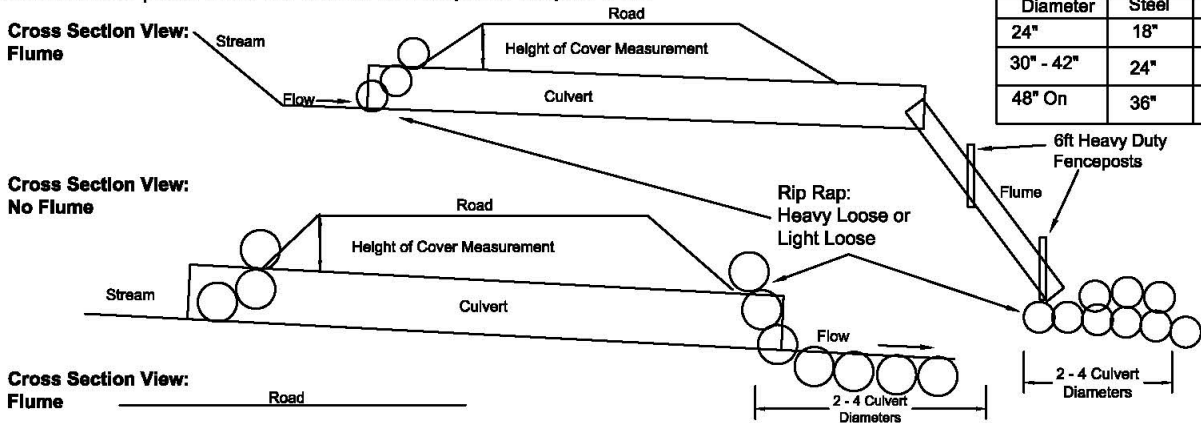
SUMMARY - Road Development Costs				REGION:	Olympic	DISTRICT:	Olympic	TOTAL:	SHEET #2-4				
SALE NAME: Gunders Thunder		CONTRACT#: 30-105580											
LEGAL DESCRIPTION:		T29NRI4W Sec 14											
ROAD NAME:	D-2410	7+50 Spur	I+00 Spur	Jet Spur	D-2000	D-2009	D-2410	D-2410.5	D-2012	D-2014	D-2404	TOTAL:	
ROAD TYPE:	Construction	Construction	Construction	Construction	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul		
NUMBER OF STATIONS:	5	8	1	2	470	6	38	3	8	5	6	551.00	881.05
SIDESLOPE:	20%	10%	5%	5%	0%	0%	0%	0%	0%	0%	0%	40%	0%
CLEARING AND GRUBBING:	\$664	\$1,043	\$100	\$86	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,893	\$0
ROAD BRUSHING:	\$0	\$0	\$0	\$0	\$0	\$0	\$1,034	\$82	\$224	\$129	\$0	\$1,469	\$1,854
EXCAVATION AND FILL:	\$1,187	\$1,271	\$141	\$212	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,811	\$0
ROAD GRADING:	\$0	\$0	\$0	\$0	\$119	\$0	\$0	\$0	\$171	\$0	\$0	\$290	\$7,164
DITCH CLEANING/CONSTRUCTION:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:													
Ballast:	1450	1450	820	150	0	0	0	0	0	0	0	970	480
	\$0	\$7,872	\$1,478	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,084	
Surface:	6130	6,130	710	300	0	200	1,710	0	290	0	210	3,609	2,529
	\$11,650	\$6,230	\$0	\$4,129	\$0	\$3,306	\$28,061	\$0	\$4,784	\$0	\$4,563	\$62,723	\$56,338
Oversize:	45	45	0	0	0	0	25	0	0	0	0	25	20
	\$0	\$0	\$0	\$0	\$0	\$0	\$423	\$0	\$0	\$0	\$0	\$423	\$427
CULVERTS AND FLUMES:	\$1,820	\$1,300	\$0	\$1,040	\$0	\$0	\$780	\$0	\$0	\$0	\$0	\$4,940	\$22,478
STRUCTURES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:	\$81	\$64	\$64	\$10	\$500	\$584	\$400	\$0	\$48	\$0	\$584	\$2,276	\$6,476
OVERHEAD:	\$1,386	\$1,600	\$155	\$493	\$40	\$321	\$2,456	\$7	\$418	\$10	\$412	\$7,298	\$8,572
TOTAL COSTS:	\$16,788	\$19,380	\$1,880	\$5,969	\$540	\$4,330	\$33,153	\$88	\$5,646	\$140	\$5,559	\$93,472	\$112,392
COST PER STATION:	\$3,198	\$2,584	\$1,880	\$3,979	\$1	\$753	\$872	\$29	\$684	\$29	\$927	\$170	\$127,566,947
MOBILIZATION:		\$8,200	\$5,613										
ROAD DEACTIVATION AND ABANDONMENT COSTS:			\$40,000										
Pit Work			\$40,000										
NOTE: This appraisal has no allowance for profit and risk													
Sheet 1 of 2													
Plans to be furnished by:	Mehl			Compiled by:	Bill Mehl								
												Date:	10/11/2023

SUMMARY - Road Development Costs																					
SALE NAME:	Gunders Thunder CONTRACT #:	30-105580		REGION:	Olympic	DISTRICT:		Olympic													
LEGAL DESCRIPTION:	T29NR14W Sec 14																				
ROAD NAME:	D-2400S	D-2400N	D-2900	D-2428	D-2420	D-2421	D-2421.3	D-2400.5	D-2400.6	D-2430	D-2432	D-2435	D-2450	D-2000	D-2900	D-2428	D-2420				
ROAD TYPE:	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Posthaul	Posthaul	Posthaul	Posthaul				
NUMBER OF STATIONS:	26	56	40	26	69	14	2	4	3	17	4	4	13	470	40	26	69				
SIDESLOPE:	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
CLEARING AND GRUBBING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
ROAD BRUSHING:	\$0	\$0	\$1,088	\$0	\$0	\$367	\$41	\$0	\$0	\$0	\$0	\$0	\$358	\$0	\$0	\$0	\$0				
EXCAVATION AND FILL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
ROAD GRADING:	\$0	\$1,151	\$830	\$339	\$1,431	\$0	\$0	\$83	\$57	\$0	\$0	\$0	\$273	\$0	\$830	\$539	\$1,431				
DITCH CLEANING/CONSTRUCTION:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
ROCK TOTALS (Cu. Yds./Y/ROCK COSTS:																					
Ballast:	0	0	0	0	400	20	0	0	0	60	0	0	0	0	0	0	0				
Surface:	0	50	0	0	140	520	50	140	100	600	120	150	460	100	0	0	0				
Oversize:	0	\$1,274	\$0	\$0	\$2,919	\$11,216	\$1,069	\$3,049	\$2,197	\$13,122	\$2,613	\$3,275	\$10,323	\$2,360	\$0	\$0	\$2,920				
CUTVERTS AND FLUMES:	\$0	\$0	\$0	\$0	\$427	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
STRUCTURES:	\$0	\$1,560	\$0	\$0	\$20,138	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
MISC. EXPENSES:	\$289	\$100	\$234	\$152	\$366	\$1,314	\$146	\$389	\$268	\$1,674	\$341	\$414	\$0	\$0	\$234	\$152	\$404				
OVERHEAD:	\$23	\$327	\$172	\$55	\$2,608	\$1,129	\$100	\$282	\$202	\$1,290	\$236	\$295	\$876	\$260	\$117	\$76	\$523				
TOTAL COSTS:	\$312	\$4,411	\$2,324	\$747	\$35,210	\$15,243	\$1,356	\$3,803	\$2,724	\$17,413	\$3,190	\$3,984	\$11,830	\$2,620	\$1,181	\$767	\$5,278				
COST PER STATION:	\$12	\$79	\$58	\$29	\$510	\$1,129	\$904	\$951	\$991	\$1,012	\$912	\$937	\$900	\$6	\$30	\$30	\$76				
						Total															
						Costs \$112,392															
						Stations 881.05															
						Cost/station \$127.57															

Typical Type Ns, Np Culvert Installation Detail Sheet.

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

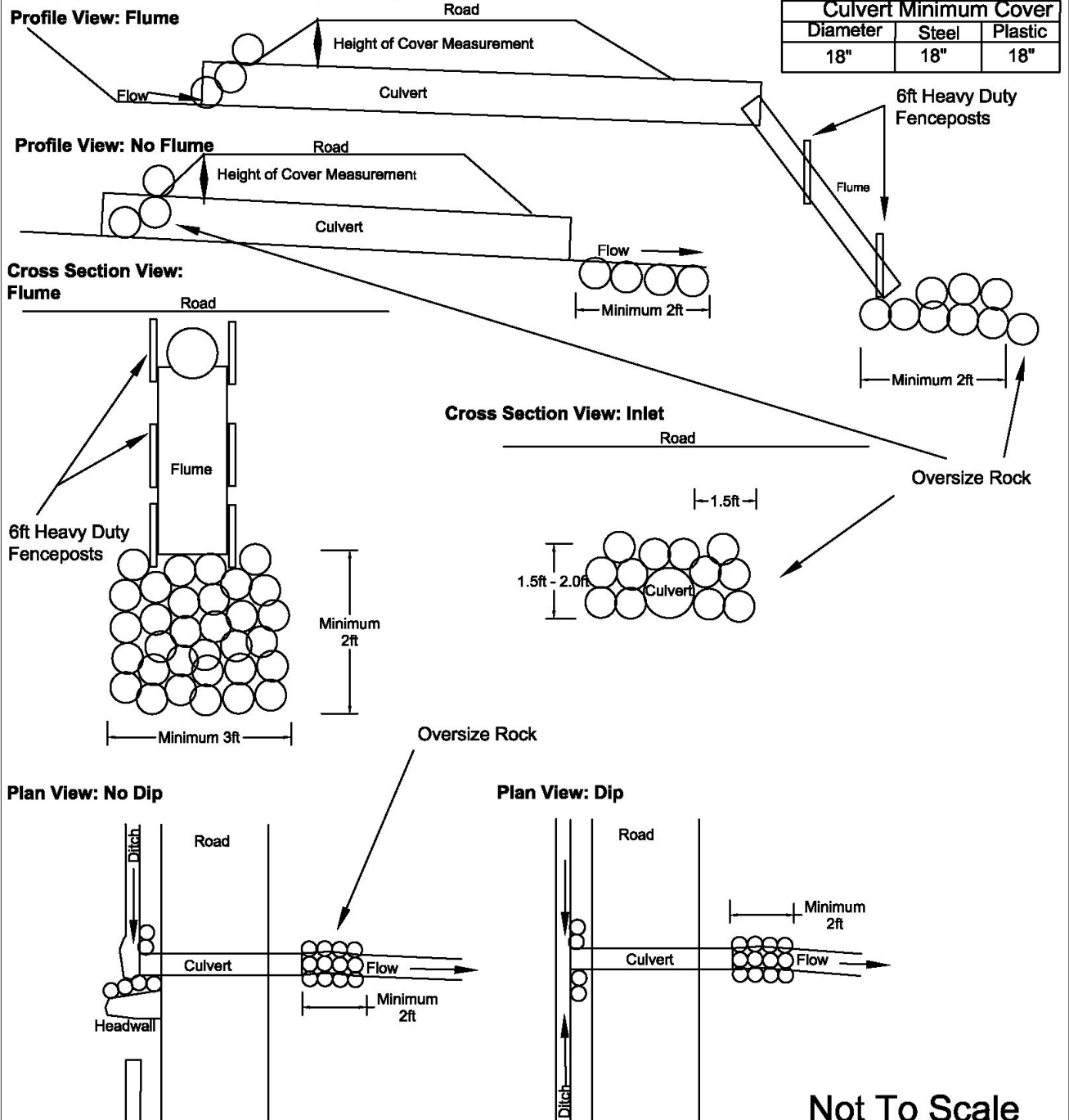
Culvert Minimum Cover		
Diameter	Steel	Plastic
24"	18"	24"
30" - 42"	24"	24"
48" On	36"	36"



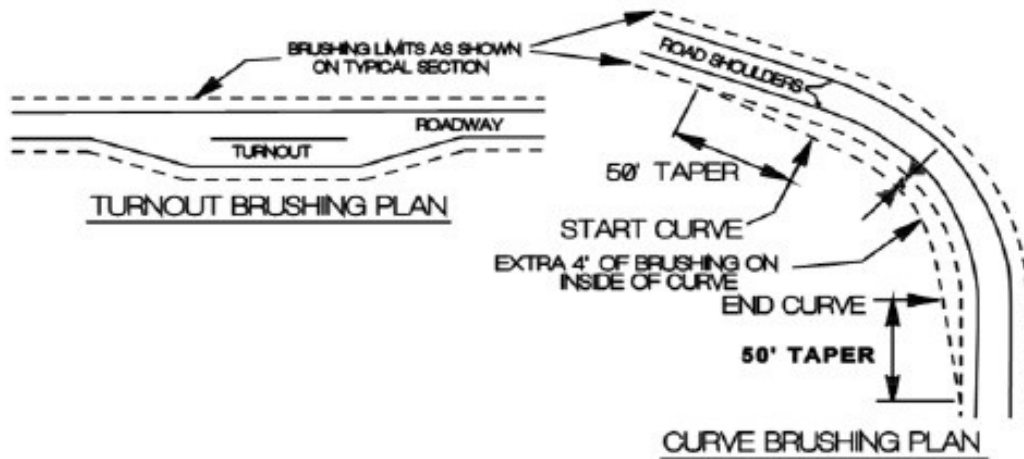
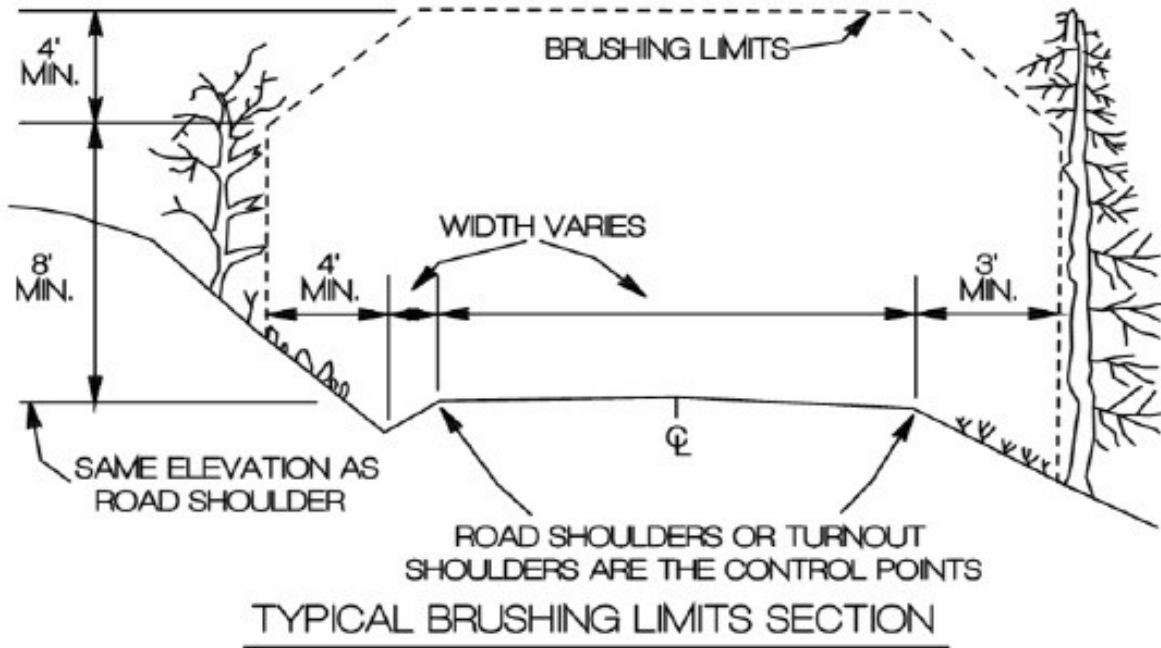
Not To Scale

Typical Cross Drain Culvert Installation Detail Sheet

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

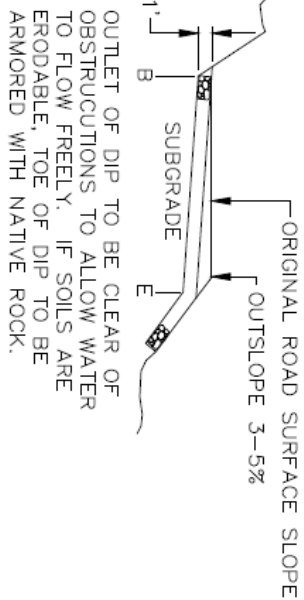
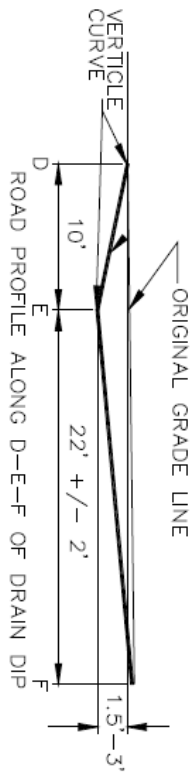
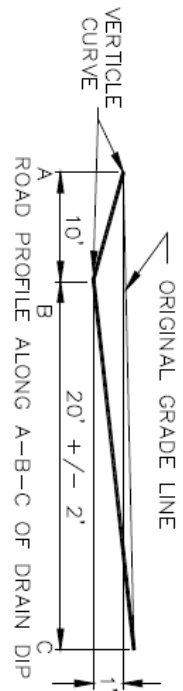


BRUSHING DETAIL

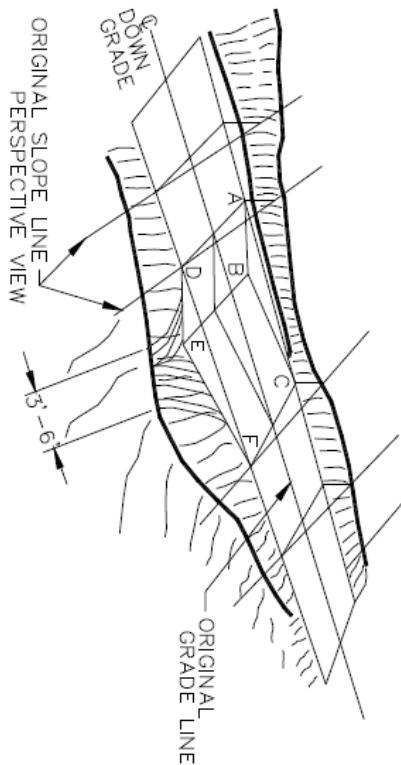


- 1) ALL VEGETATION WITHIN THE BRUSHING LIMITS SHALL BE CUT TO WITHIN 8' OF THE GROUND, UNLESS OTHERWISE DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 2) ALL BRUSH, TREES, LIMBS, ETC. SHALL BE REMOVED FROM THE ROAD SURFACE.
- 3) ALL BRUSH, TREES, LIMBS, ETC. THAT MAY RESTRICT THE FLOW OF WATER SHALL BE REMOVED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

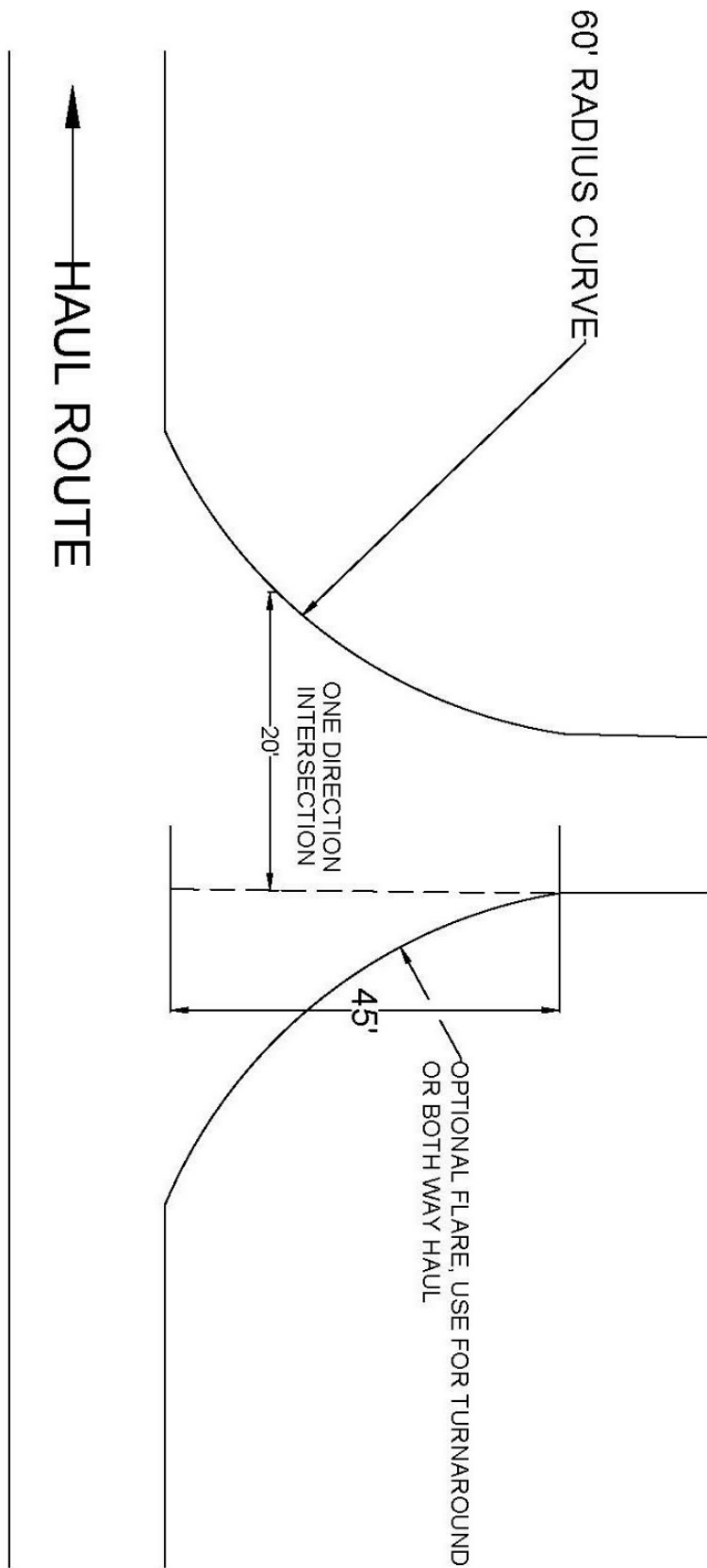
ROLLING DIP DETAIL



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

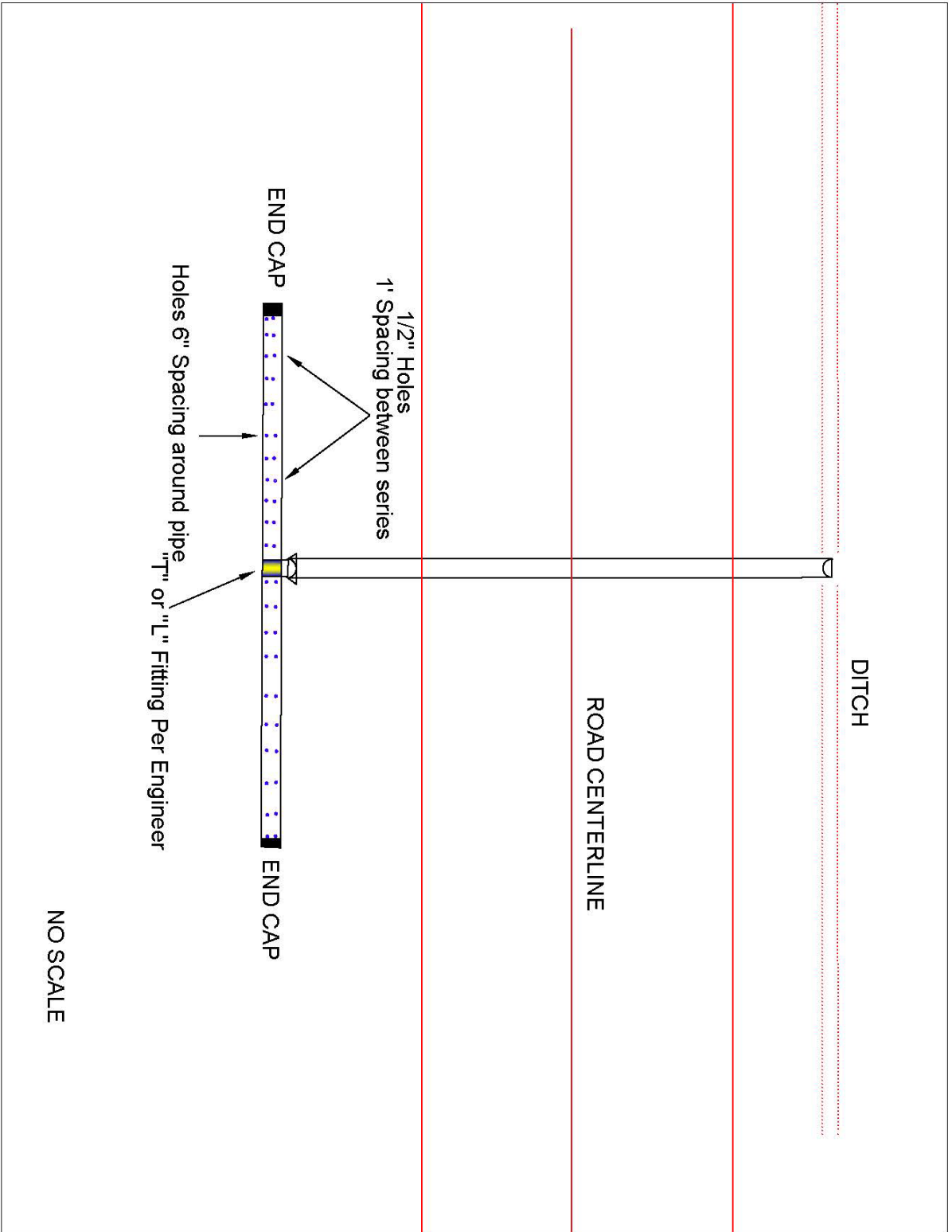


TYPICAL INTERSECTION



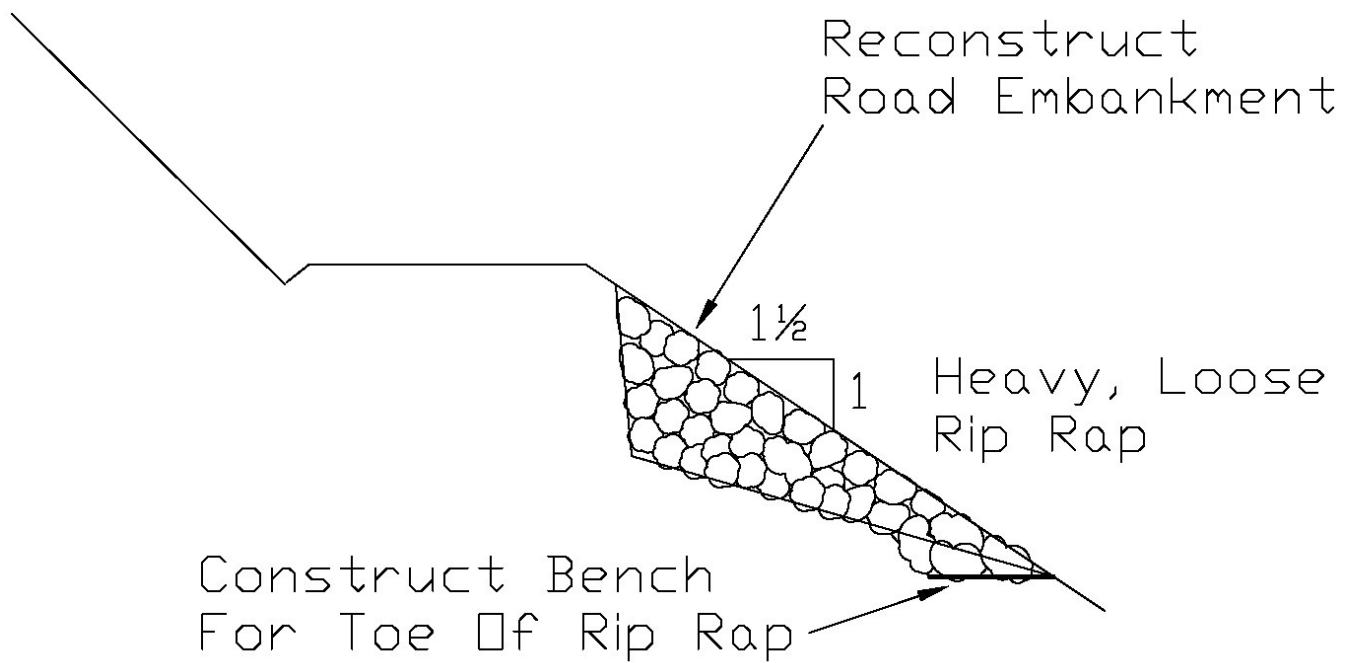
NOT TO SCALE

TYPICAL PERFORATED PIPE INSTALLATION



Typical Embankment Key Detail

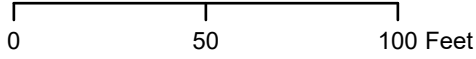
Except where designed otherwise, road reconstruction with rip rap keyed toe and embankment.



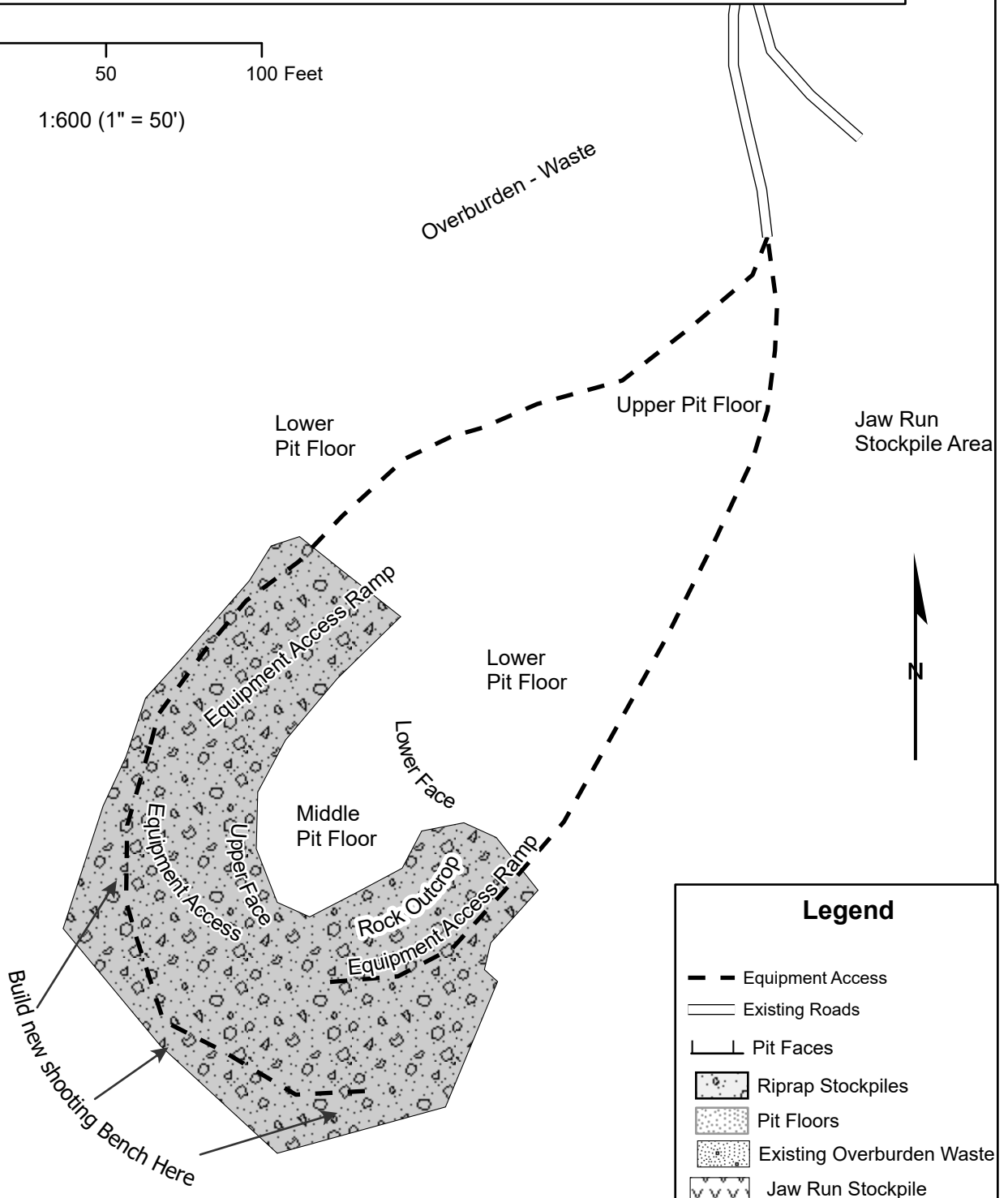
Thunder Lake Pit T29N, R14W, Sec. 2

Pit Development and Reclamation Plan

1. Areas to be developed as directed by the Contract Administrator.
2. Waste, Oversize and Riprap shall be placed as directed by the Contract Administrator.
3. Working face height shall not exceed 30 feet.



1:600 (1" = 50')

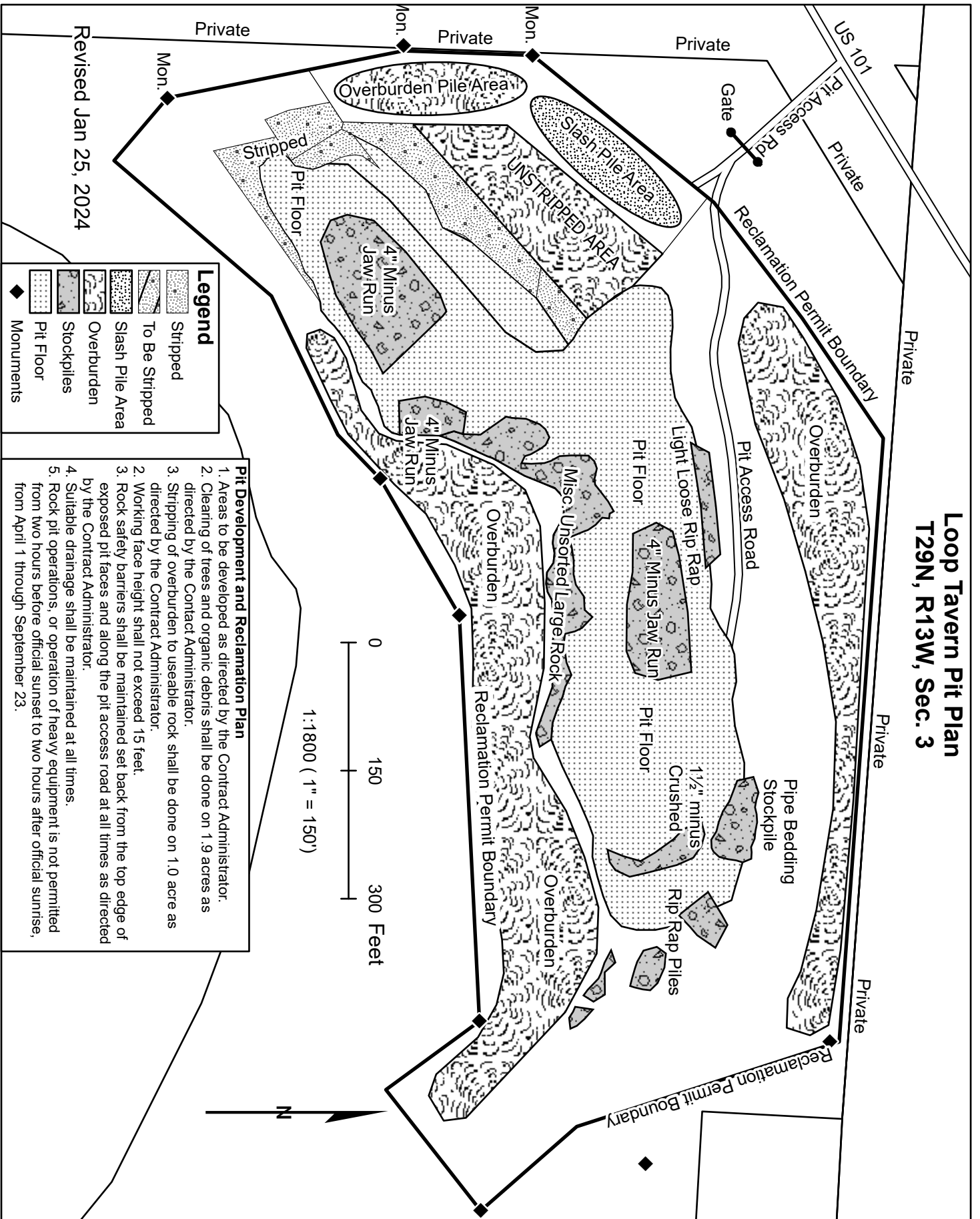


Legend

- Equipment Access
- Existing Roads
- Pit Faces
- Riprap Stockpiles
- Pit Floors
- Existing Overburden Waste
- Jaw Run Stockpile

Revised 01/24/2024
B. Mehl

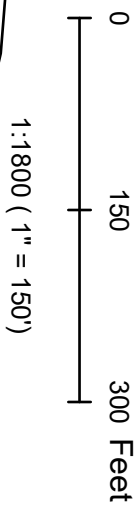
Loop Tavern Pit Plan T29N, R13W, Sec. 3



Legend

[Pattern: Dotted]	Stripped
[Pattern: Diagonal lines]	To Be Stripped
[Pattern: Stippled]	Slash Pile Area
[Pattern: Wavy lines]	Overburden
[Pattern: Horizontal lines]	Stockpiles
[Pattern: Dotted]	Pit Floor
[Symbol: Diamond]	Monuments

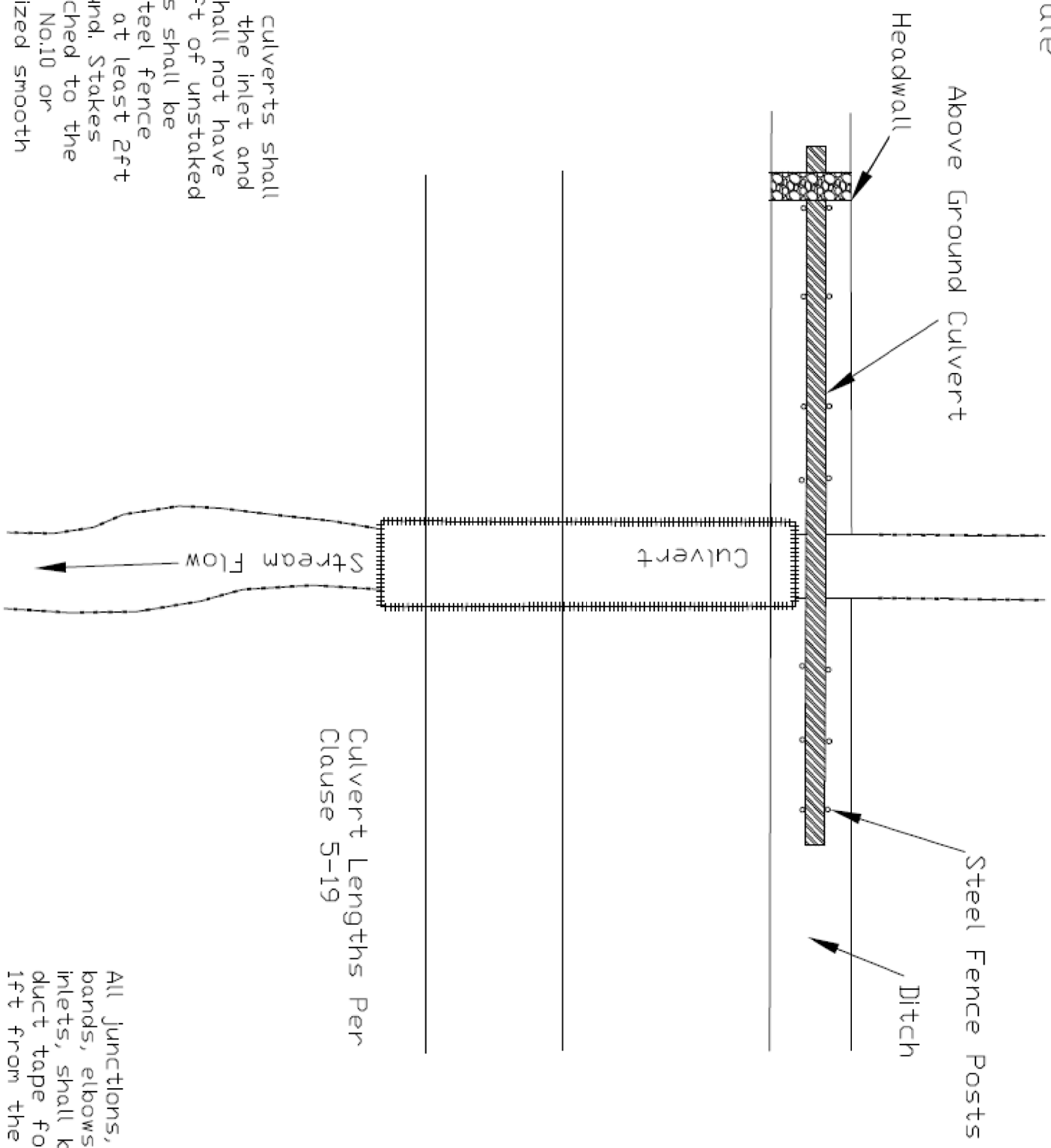
- Pit Development and Reclamation Plan**
1. Areas to be developed as directed by the Contract Administrator.
 2. Clearing of trees and organic debris shall be done on 1.9 acres as directed by the Contract Administrator.
 3. Stripping of overburden to useable rock shall be done on 1.0 acre as directed by the Contract Administrator.
 4. Working face height shall not exceed 15 feet.
 5. Rock safety barriers shall be maintained set back from the top edge of exposed pit faces and along the pit access road at all times as directed by the Contract Administrator.
 6. Suitable drainage shall be maintained at all times.
 7. Rock pit operations, or operation of heavy equipment is not permitted from two hours before official sunset to two hours after official sunrise, from April 1 through September 23.



Revised Jan 25, 2024

Above Ground Ditch Culvert Typical Drawing

Not To Scale

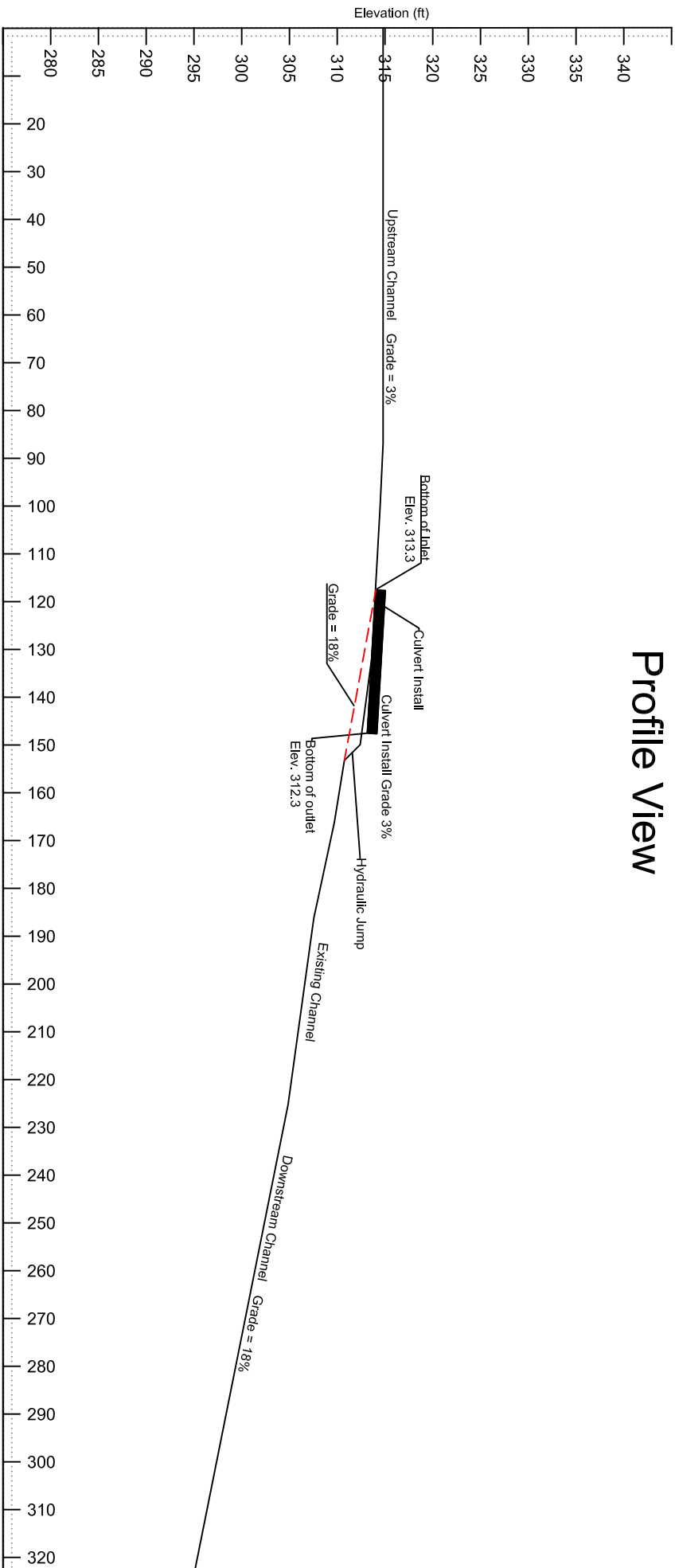


Culvert Lengths Per
Clause 5-19

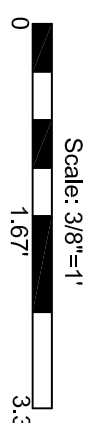
Above ground culverts shall be staked at the inlet and outlet, and shall not have more than 10ft of unstaked length. Stakes shall be heavy duty steel fence posts, driven at least 2ft into the ground. Stakes shall be attached to the culvert using No.10 or larger galvanized smooth wire.

All junctions, including bands, elbows, and flare inlets, shall be sealed with duct tape for at least 1ft from the band or junction.

Gunder Thunder Road Plan D-2430 STA 5+38 Temporary Log Fill Crossing Profile View

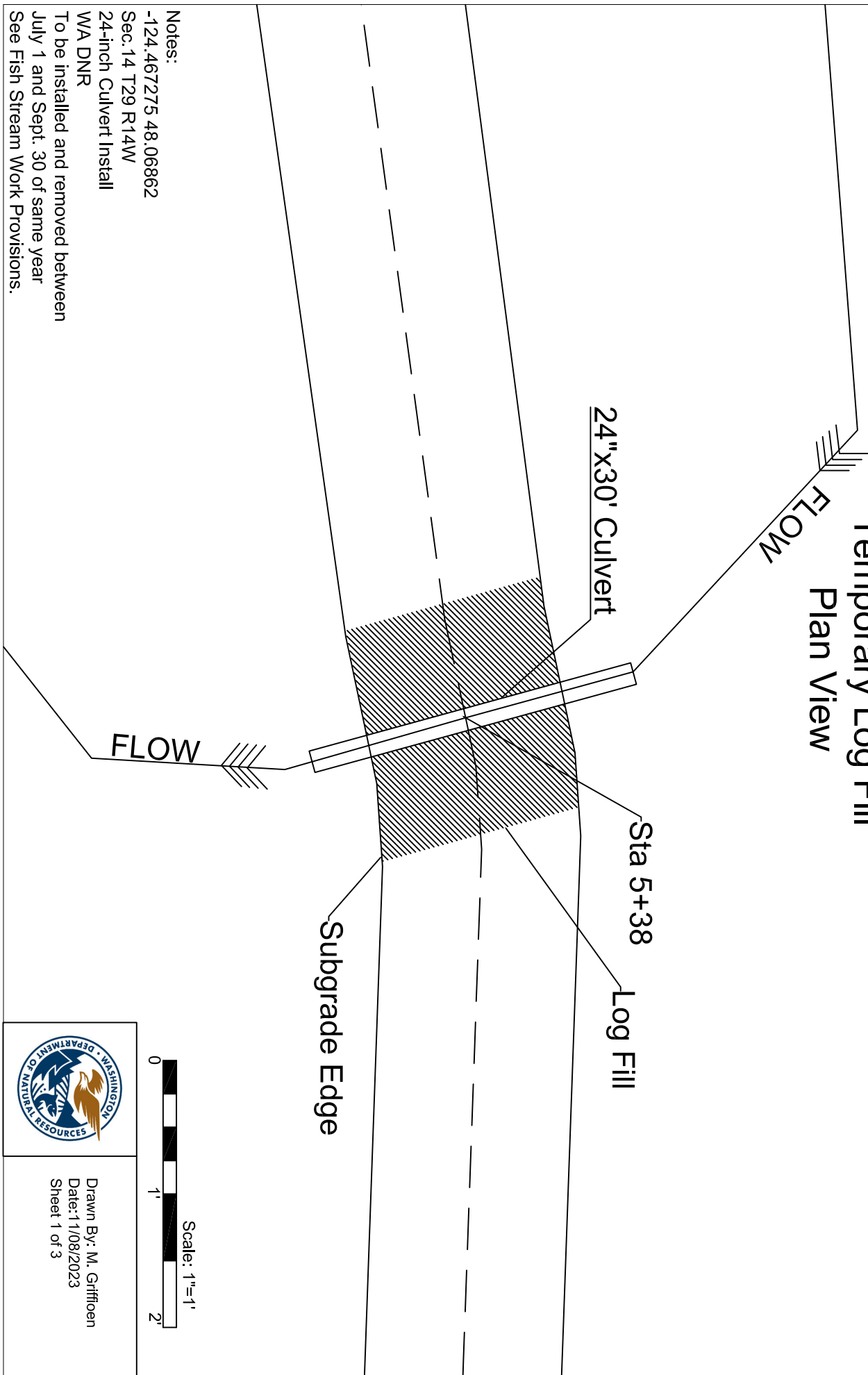


Notes:
 -124.467275 48.06862
 Sec. 14 T29 R14W
 24-inch Culvert Install
 WA DNR
 To be installed and removed between
 July 1 and Sept. 30 of same year
 See Fish Stream Work Provisions.



Drawn By: M. Griffithen
 Date: 11/08/2023
 Sheet 3 of 3

Gunder Thunder Road Plan D-2430 STA 5+38 Temporary Log Fill Plan View



Notes:
-124.467275 48.06862
Sec. 14 T29 R14W
24-inch Culvert Install
WA DNR
To be installed and removed between
July 1 and Sept. 30 of same year
See Fish Stream Work Provisions.

FLOW

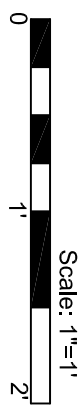
FLOW

24"x30' Culvert

Sta 5+38

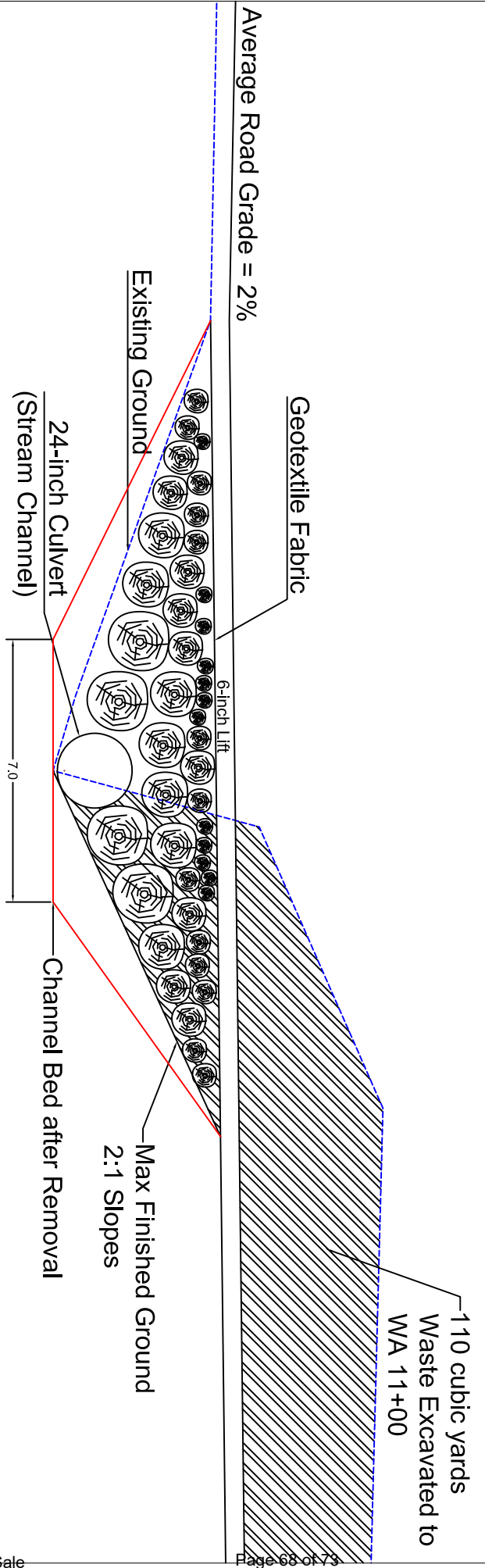
Log Fill

Subgrade Edge

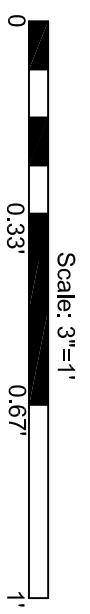



Drawn By: M. Griffithoen
Date: 1/08/2023
Sheet 1 of 3

Gunder Thunder Road Plan D-2430 STA 5+38 Temporary Log Fill Crossing Cross-section View



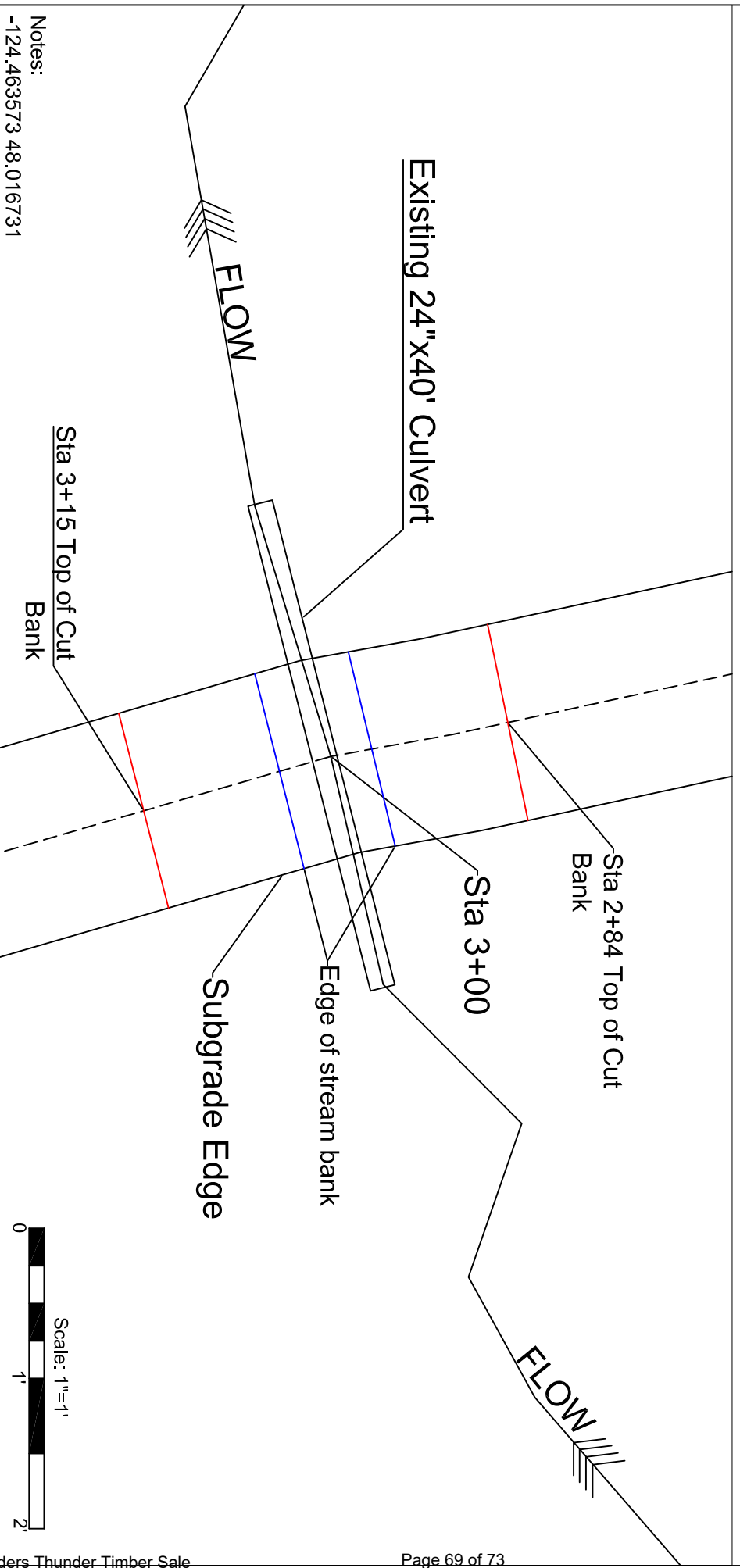
Notes:
 -124.467275 48.06862
 Sec: 14 T29 R14W
 24-inch Culvert Install
 WA DNR
 To be installed and removed between
 July 1 and Sept. 30 of same year
 See Fish Stream Work Provisions.



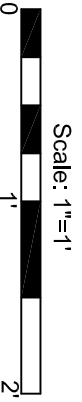


Drawn By: M. Griffithoen
 Date: 11/08/2023
 Sheet 2 of 3

Gunder Thunder Road Plan D-2439 STA 3+00 Pipe Removal Plan View

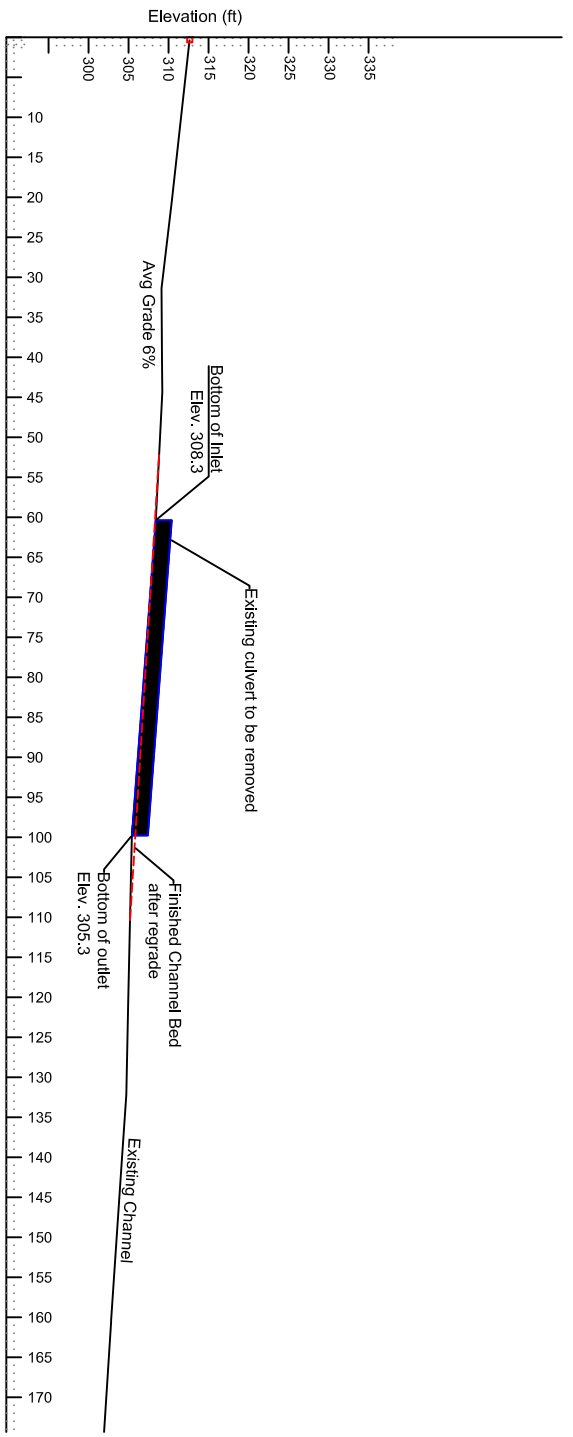


Notes:
 -124.463573 48.016731
 Sec. 14 T29 R14W
 Channel Bed Width 7.5'
 WA DNR
 To be installed and removed between
 July 1 and Sept. 30 of same year
 See Fish Stream Work Provisions.



Drawn By: M. Griffioen
 Date: 11/08/2023
 Sheet 1 of 3

Gunder Thunder Road Plan D-2439 STA 3+00 Pipe Removal Channel Profile View

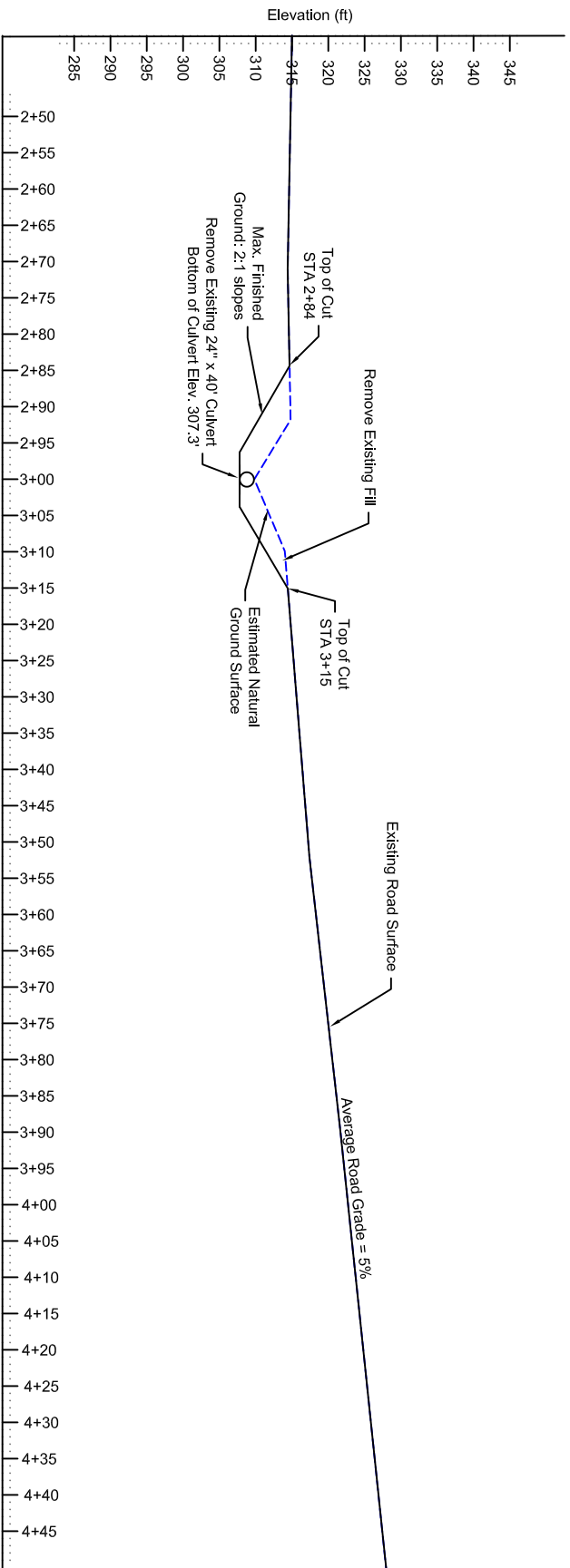


Notes:
 -124.463573 48.016731
 Sec. 14 T29 R14W
 Channel Bed Width 7.5'
 WA DNR
 To be installed and removed between
 July 1 and Sept. 30 of same year
 See Fish Stream Work Provisions.



Drawn By: M. Griffioen
 Date: 11/08/2023
 Sheet 3 of 3

Gunder Thunder Road Plan D-2439 STA 3+00 Pipe Removal Channel Cross-Section View



Notes:
 -124.463573 48.016731
 Sec. 14 T29 R14W
 Channel Bed Width 7.5'
 WA DNR
 To be installed and removed between
 July 1 and Sept. 30 of same year
 See Fish Stream Work Provisions.



Drawn By: M. Griffithen
 Date: 1/08/2023
 Sheet 2 of 3

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

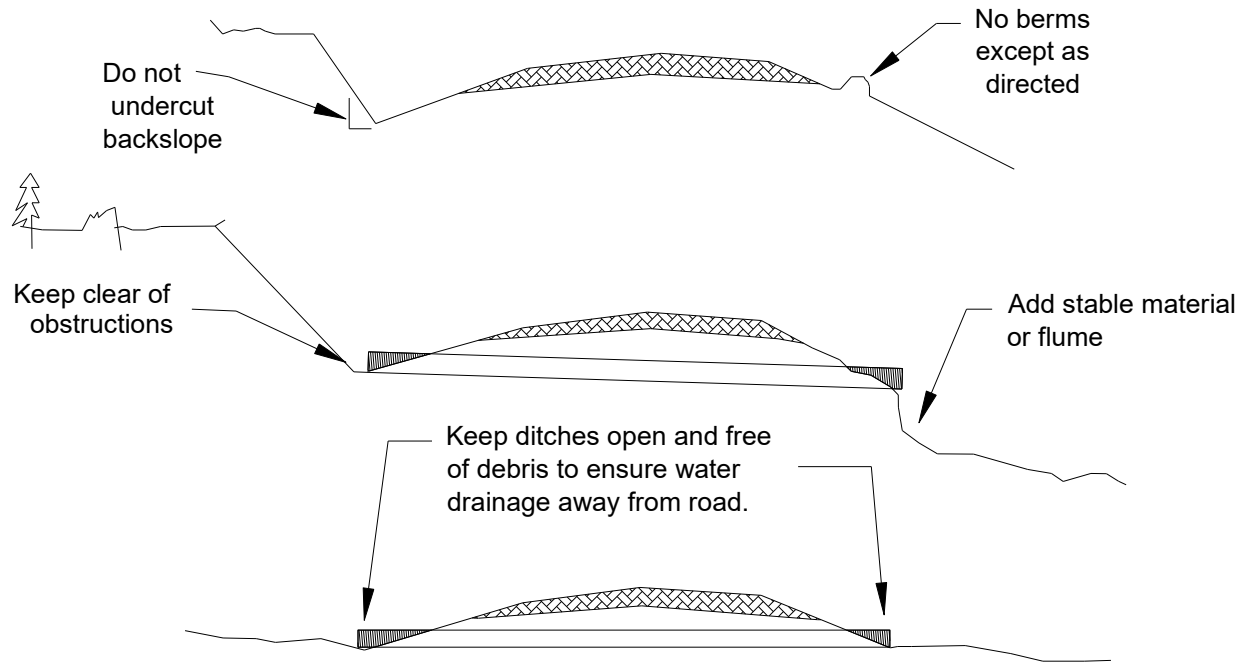
Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

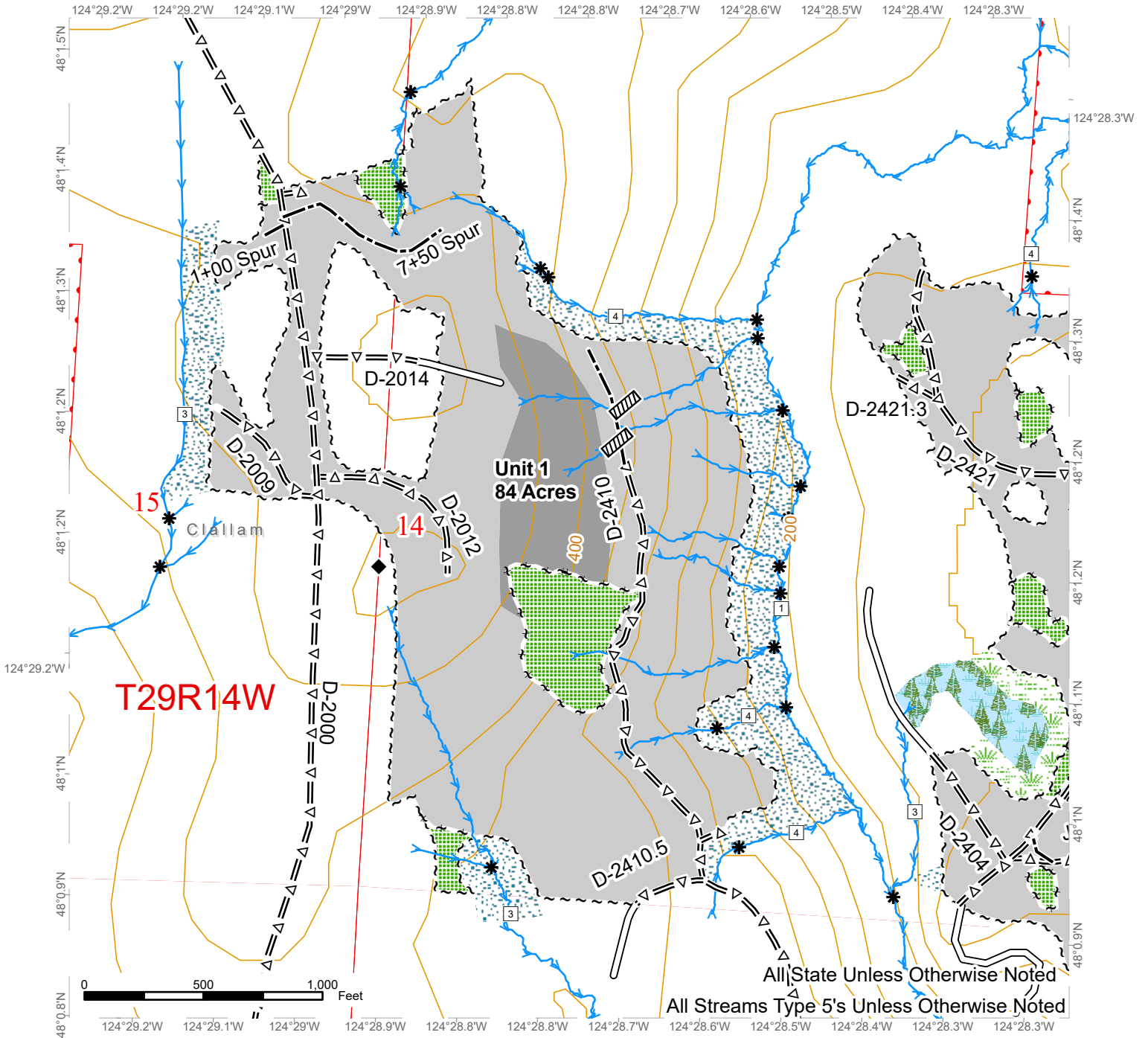
Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



LOGGING PLAN MAP

SALE NAME: GUNDERS THUNDER
AGREEMENT#: 30-105580
TOWNSHIP(S): T29R14W
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 240'-520'



T29R14W

**Unit 1
84 Acres**

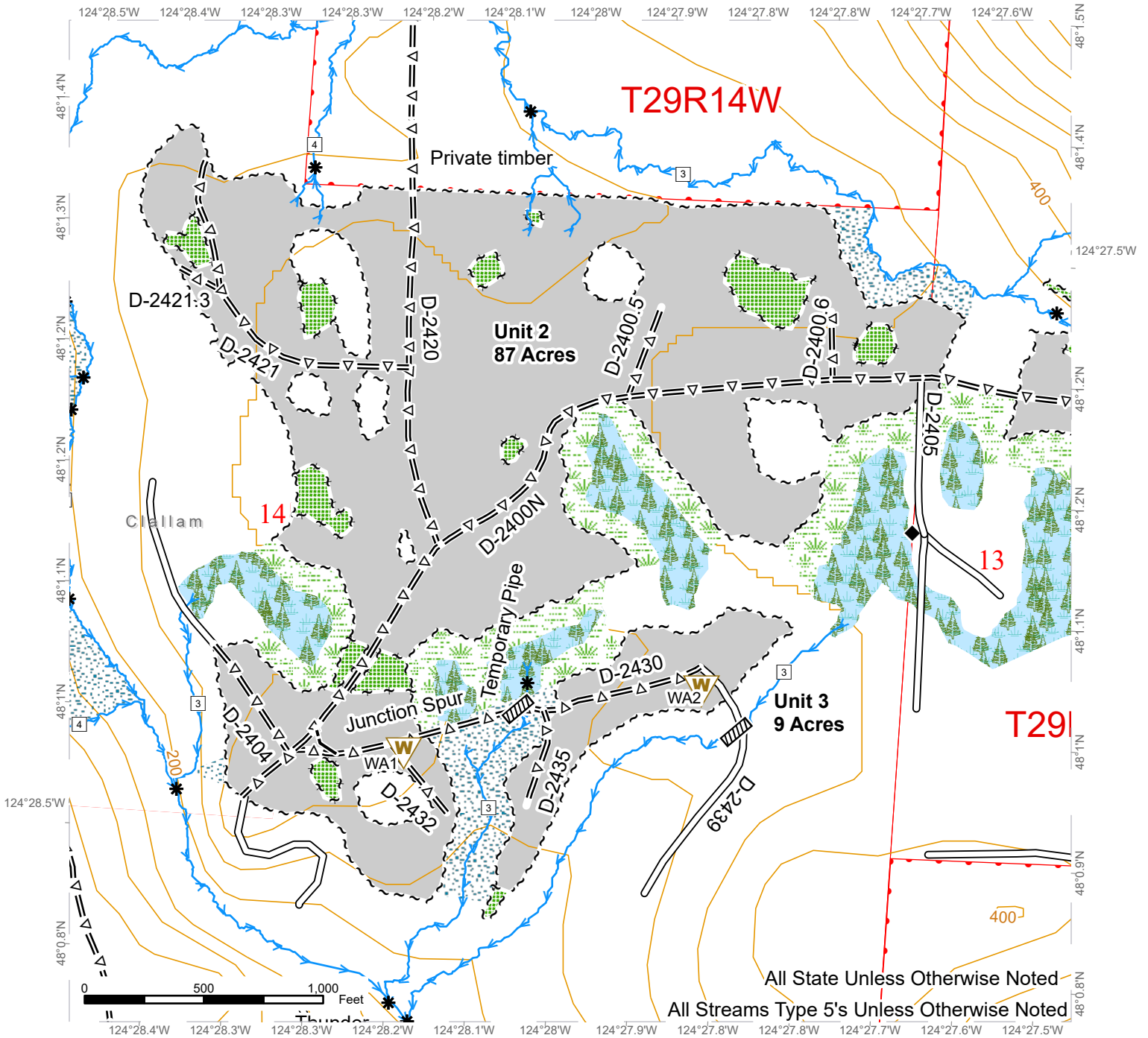
All State Unless Otherwise Noted
All Streams Type 5's Unless Otherwise Noted

~ ~	Sale Boundary Tags		Wetland Mgt Zone		Stream Type
~ ~	Leave Tree Tags		Survey Monument		Stream Type Break
	Streams		DNR Managed Lands		Existing Roads
	Contours 40-foot		Cable		Optional Pre-Haul Maintenance
	Leave Tree Area		Ground		Optional Construction
	Riparian Mgt Zone		Stream Crossing		
	Forested Wetland				

LOGGING PLAN MAP

SALE NAME: GUNDERS THUNDER
AGREEMENT#: 30-105580
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TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
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ELEVATION RGE: 240'-520'



All State Unless Otherwise Noted
 All Streams Type 5's Unless Otherwise Noted

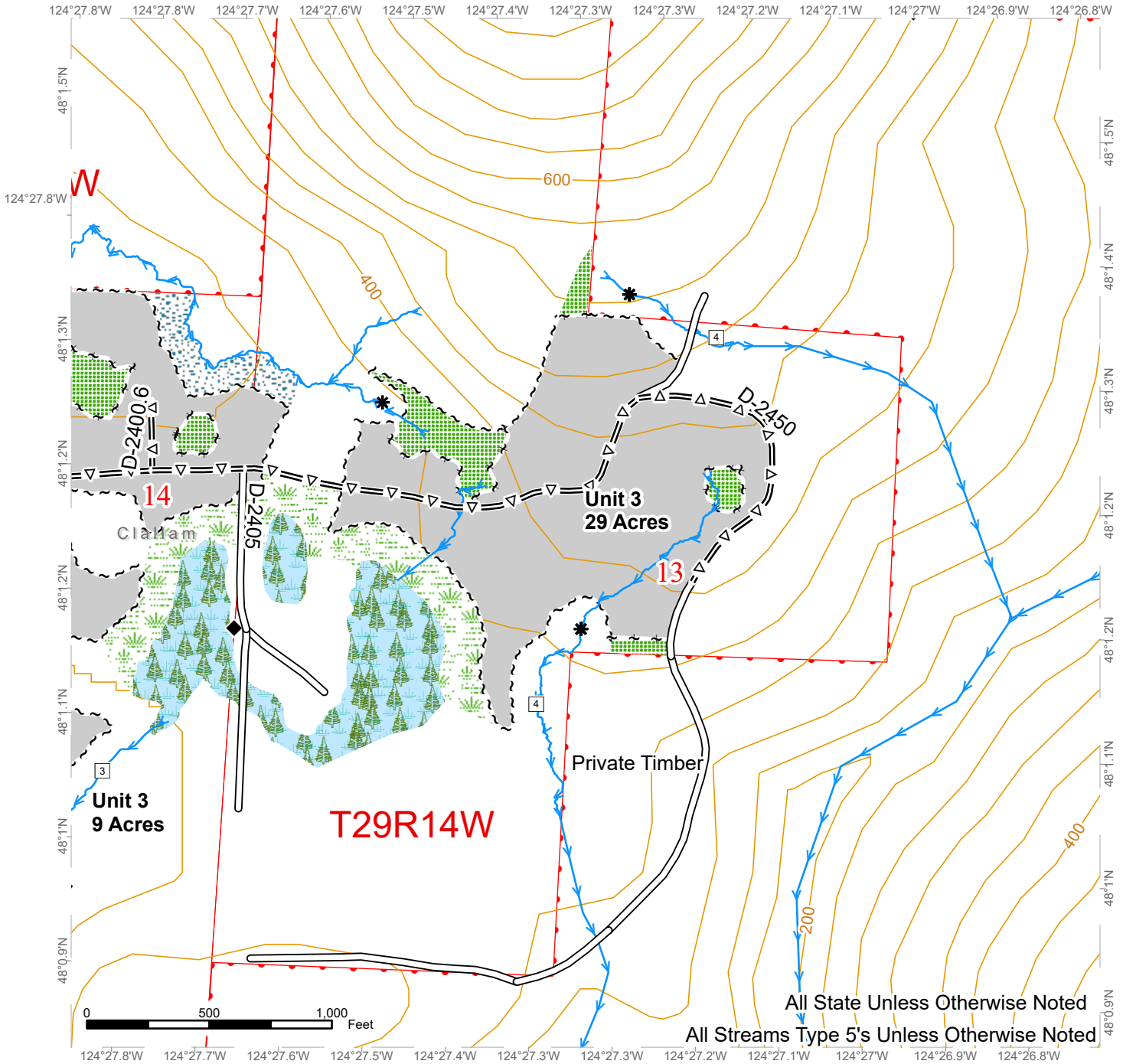
~ ~	Sale Boundary Tags		Wetland Mgt Zone		Stream Type
~ ~	Leave Tree Tags		Survey Monument		Stream Type Break
	Streams		DNR Managed Lands		Existing Roads
	Contours 40-foot		Ground		Optional Pre-Haul Maintenance
	Leave Tree Area		Stream Crossing		Optional Construction
	Riparian Mgt Zone		Waste Area		
	Forested Wetland				



LOGGING PLAN MAP

SALE NAME: GUNDERS THUNDER
AGREEMENT#: 30-105580
TOWNSHIP(S): T29R14W
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 240'-520'



All State Unless Otherwise Noted
 All Streams Type 5's Unless Otherwise Noted

~ ~	Sale Boundary Tags		Forested Wetland		Stream Crossing
~ ~	Leave Tree Tags		Wetland Mgt Zone		Stream Type
	Streams		Survey Monument		Stream Type Break
	Contours 40-foot		DNR Managed Lands		Existing Roads
	Leave Tree Area		Ground		Optional Pre-Haul Maintenance
	Riparian Mgt Zone				



405013

04389

EASEMENT AND AGREEMENT

In consideration of the grant to it of a reciprocal easement of even date by ITT RAYONIER INCORPORATED, a Delaware corporation with the offices of its Northwest Timber Division at Hoquiam, Washington and of Rayonier's compliance with each and every term and condition hereof.

The grantor, STATE OF WASHINGTON, acting by and through its Department of Natural Resources (the "State"), does hereby grant and convey to Rayonier its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("Rayonier") a perpetual, nonexclusive easement to use, maintain, repair, improve and replace the existing logging truck roads ("the roads") heretofore constructed located within rights of way sixty (60) feet in width lying thirty (30) feet on either side of the existing road center lines located approximately as shown on attached EXHIBITS A-1 and A-2 ("the rights-of-way") that traverse the legal subdivisions described in attached EXHIBIT B, all of which exhibits, by this reference, are incorporated herein.

The State reserves to itself, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material all right, title and interest to all merchantable timber located within the rights-of-way that has not been removed therefrom prior to the date hereof and to all timber located within the rights-of-way that may become merchantable subsequent to the date hereof and all rights and privileges with respect to the roads and rights-of-way not expressly

granted to Rayonier herein, including, without limitation, the right at its own risk to continue to use the roads and rights-of-way on the terms and conditions hereinafter provided.

The rights granted and reserved herein shall be exercised on and subject to the following terms and conditions:

1. Restrictions on Rayonier's Use. The roads may be used by Rayonier for access to and egress from land now owned or hereafter acquired by Rayonier that are benefited by the roads for: (a) land management and administration activities; (b) valuable material removal and (c) public access to and egress from such lands for recreational purposes; provided, however, that the use of the roads by Rayonier and by the public for the aforementioned purposes shall be subject to such rules, regulations, limitations and restrictions as may be established and at any time and from time to time re-established by either party hereto.

2. Payment for Timber Removed by Rayonier. All merchantable timber that necessarily must be removed from the rights-of-way by Rayonier as a necessary incidence of the use, maintenance, repair, improvement and replacement of the roads shall be appraised, removed, sold and paid for by Rayonier in accordance with the provisions of the parties' May 15, 1964 agreement.

3. Administration. Representatives of the parties shall meet at least once a year to discuss and, insofar as possible, agree upon the following matters: (a) intended use of the roads by each party; (b) rules and regulations for specific parts of the roads; (c) maintenance of the roads required as a result of public use; (d) maintenance methods; (e) the appoint-

ment and reappointment of a maintainer (that may be either one of the parties or a third party) who will maintain and resurface the roads or cause them to be maintained and resurfaced at a reasonable and agreed upon rate; and (f) the method of payment by which each party using the roads shall pay its share of the cost incurred by the maintainer in maintaining or resurfacing the roads. If the parties cannot agree on any one or more of the foregoing subjects, the State's determinations of fact and decisions thereon shall be conclusive and binding on both parties.

4. Maintenance. For the purposes of this agreement, maintenance is defined as the normal work necessary to preserve and keep the roadway, road structure or road facility as nearly as possible in the condition existing at the time use commenced or as hereafter improved. Maintenance shall not include replacement, which is the act of replacing or reconditioning road components that are destroyed, damaged, worn out or that have become unsafe from age, wear or the elements, and shall not include improvement, which is the act of reconditioning or replacing road components so that they are of a standard higher than that existing at the time use commenced.

4.1 Maintenance - Exclusive Use by One Party.

On completion of exclusive use of any part of the roads for heavy hauling by either party, it will leave that part of the roads in as good a condition as at the time it commences such exclusive use.

4.2 Maintenance - Concurrent Use. During periods of concurrent use of any part of the roads for heavy hauling, each party will perform or cause to be performed its share of required maintenance or will pay or will cause to be paid to the other party a share of the cost of such maintenance.

The parties' respective share shall be proportionate to the volume of logs and other forest products hauled by each party during the period of concurrent use over that part of the roads subject to concurrent use compared to the total volume of logs and other forest products hauled over such part of the roads during such period.

4.3 Maintenance - Resurfacing. If resurfacing is necessary as part of required maintenance, the parties' respective shares of the cost of resurfacing shall be proportionate to the volume of logs or other valuable materials hauled by each party over the part of the roads requiring resurfacing since the last resurfacing of that part.

5. Repairs. Each party agrees to repair or cause to be repaired, at its sole cost and expense, damage to the roads or any part thereof that is caused by it in excess of the wear and tear that would be corrected by normal maintenance. If such damage to the roads or any part thereof cannot be assessed against either party because the parties are unable to agree on the specific road user or users that caused the damage, the repair of the damages shall be deemed to be a replacement subject to paragraph 6 hereof.

6. Improvements and Replacements. The cost of an improvement or replacement, if any, of the roads will be shared only if, prior to the time that the improvement or the replacement is made, the parties agree in writing as to how the cost thereof will be paid for and shared.

7. Rayonier's Indemnification of the State. To the full extent that it may legally do so, Rayonier shall indemnify and hold harmless the State from all loss, costs, liability, damage or expense, for injury to or death of persons and damage

to or loss of property arising out of and caused by the sole negligence of Rayonier, its officers, agents and employees, in connection with the exercise of rights and uses granted to it hereunder and in connection with the performance of obligations undertaken by it hereunder.

8. Rayonier's Notification of the State. Rayonier shall notify the State not less than fifteen (15) days prior to each commencement of use of the roads for hauling of timber or other valuable materials, which notice shall set forth the name of the user exercising Rayonier's rights, the portion of the roads that will be used, and the approximate volume of timber and other valuable materials to be hauled.

9. Contract Requirements - Rayonier's Purchasers. Rayonier shall require the purchaser of each sale of Rayonier land, timber or other valuable material benefited by the roads:

9.1 Indemnity. To indemnify and hold harmless the State from all loss, cost, liability, damage or expense of any kind for injury to or death of persons and damage to or loss of property arising out of or connected in any way with the use or occupancy by said purchaser and his agents, employees and contractors of the roads and requiring each purchaser and his agents, employees and contractors to comply with each and every term and condition hereof.

9.2 Insurance. To deliver to the State a certificate from an insurer qualified to do business in Washington certifying that there is in force and that there will remain in force during the term of the purchaser's use of the roads the insurer's policy of liability insurance in the form and to

the limits hereinafter stipulated and that, if any such policy is to expire or is to be cancelled or modified, the insurer will give the State written notice of such expiration or cancellation on a day certain that shall be not less than ten days following the State's receipt of such notice. The insurance shall be in the form of logger's personal injury and property damage coverage or its equivalent insuring said purchaser against all liability arising out of its operations, including the use of vehicles. The State shall not be named as an insurer in any such policy. The minimum limits of such insurance shall be:

9.2.1 For log haulers, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence, and

9.2.2 For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

9.2.3 Such other limits as the parties may agree upon in writing from time to time.

10. Assignability. Notwithstanding the parties' intention that the rights herein granted to Rayonier shall benefit its successors and assigns, if any, as provided hereinabove, the rights herein granted to Rayonier shall not be assigned by Rayonier in whole or in part to any person or entity, except a

to be the Commissioner of Public Lands and ex officio administrator of the Department of Natural Resources of the State of Washington, the department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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

Paul E. Krausa

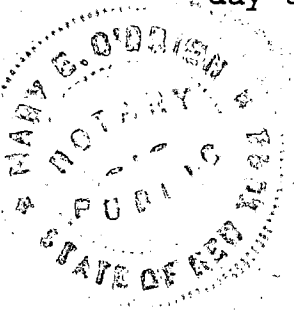
Notary Public in and for the State of Washington, residing at Olympia.



STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 12th day of July, 1971, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared C. E. Anderson and R. L. Lingelbach to me known to be the President and Secretary respectively, of ITT RAYONIER INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.



Mary E. O'Brien

Notary Public in and for the State of New York, residing at N.Y.N.Y.

MARY E. O'BRIEN
Notary Public, State of New York
No. 31-8179295
Qualified in New York County
Commission Expires March 30, 1972

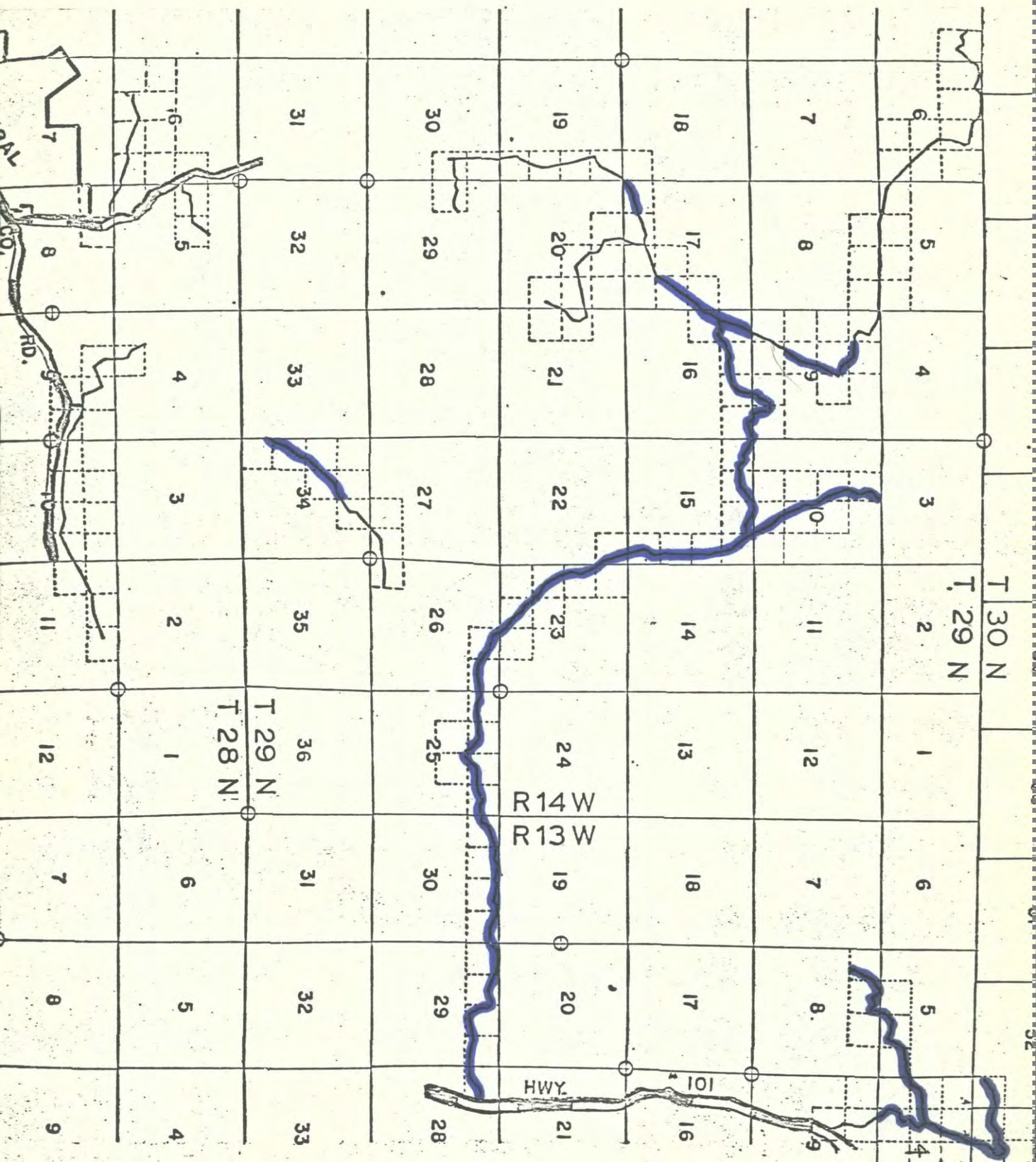




EXHIBIT "A-1"

 Public Roads.

 State Truck Road Easement to be Granted to ITT Rayonier Inc.

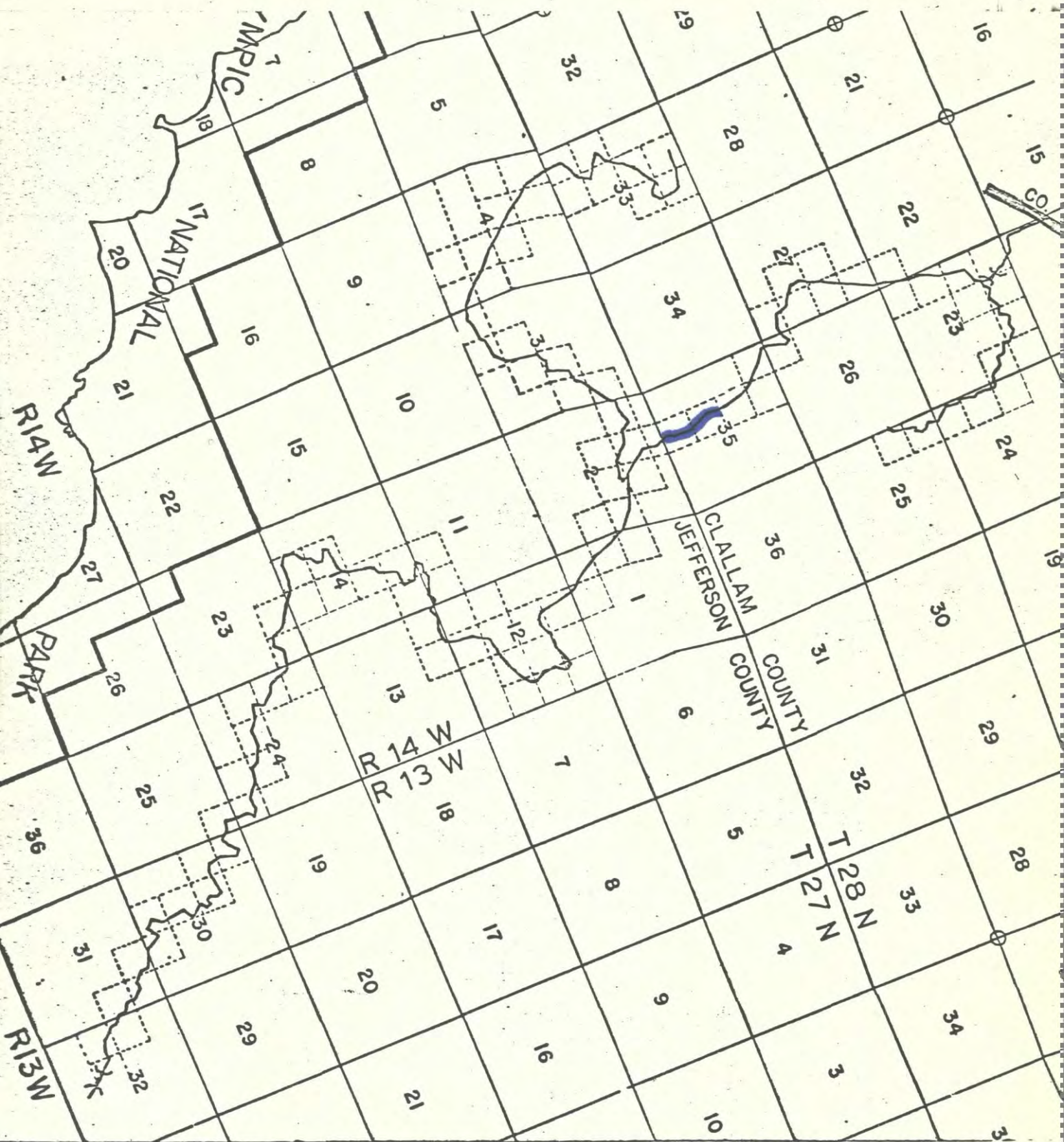


EXHIBIT "A-2"



Public roads.



State Truck Road Easement to be Granted to ITT Rayonier Inc.

EXHIBIT "B"

State Ownership

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Subdivision</u>
← 28 N	14 W	35	E $\frac{1}{2}$ SW $\frac{1}{4}$
29 N	13 W	4	Lots 2-3, SW $\frac{1}{4}$
		5	S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
		8	N $\frac{1}{2}$ NW $\frac{1}{4}$
		28	NW $\frac{1}{4}$ NW $\frac{1}{4}$
		29	N $\frac{1}{2}$ N $\frac{1}{2}$
		30	N $\frac{1}{2}$ N $\frac{1}{2}$
29 N	14 W	9	E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
		10	E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
		15	E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$
		16	N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
		17	SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
		22	NE $\frac{1}{4}$ NE $\frac{1}{4}$
		23	W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
		25	N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$,
		26	N $\frac{1}{2}$ NE $\frac{1}{4}$
		34	NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
30 N	13 W	32	SE $\frac{1}{4}$ SE $\frac{1}{4}$
		33	E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

FILED FOR RECORD AT THE REQUEST

of *Dept. of Natural Resources*

RECORDED IN RECORDS OF CLALLAM CO.

1971 JUL 23 AM 10:54

VOL. 360 PAGE 454

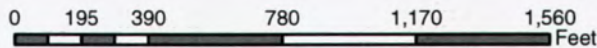
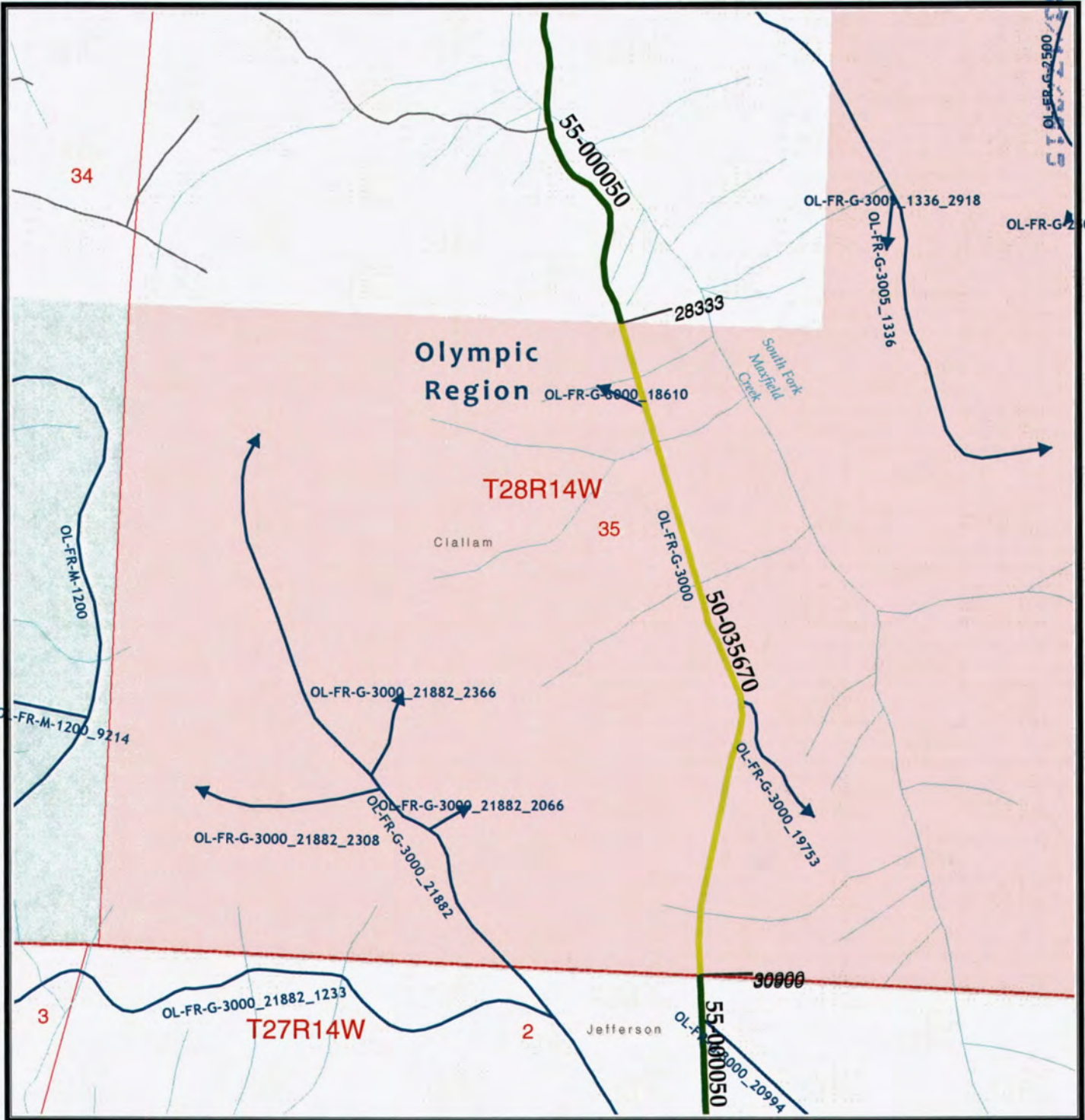
ALICE C. THORNE, AUDITOR

CLALLAM COUNTY, WASH.

BY *Deborah Mann* DEPUTY

Glean A. Yeary
Timber Sales Dept.
Box 168
Olympia 98504

405013



Right of Way Easements Road by USGS Class

Grant Code

- █ 1: Acquired by DNR
- █ 2: Granted by DNR
- █ 3: Merged in Title

DNR Routes

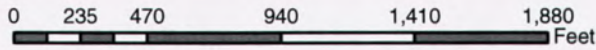
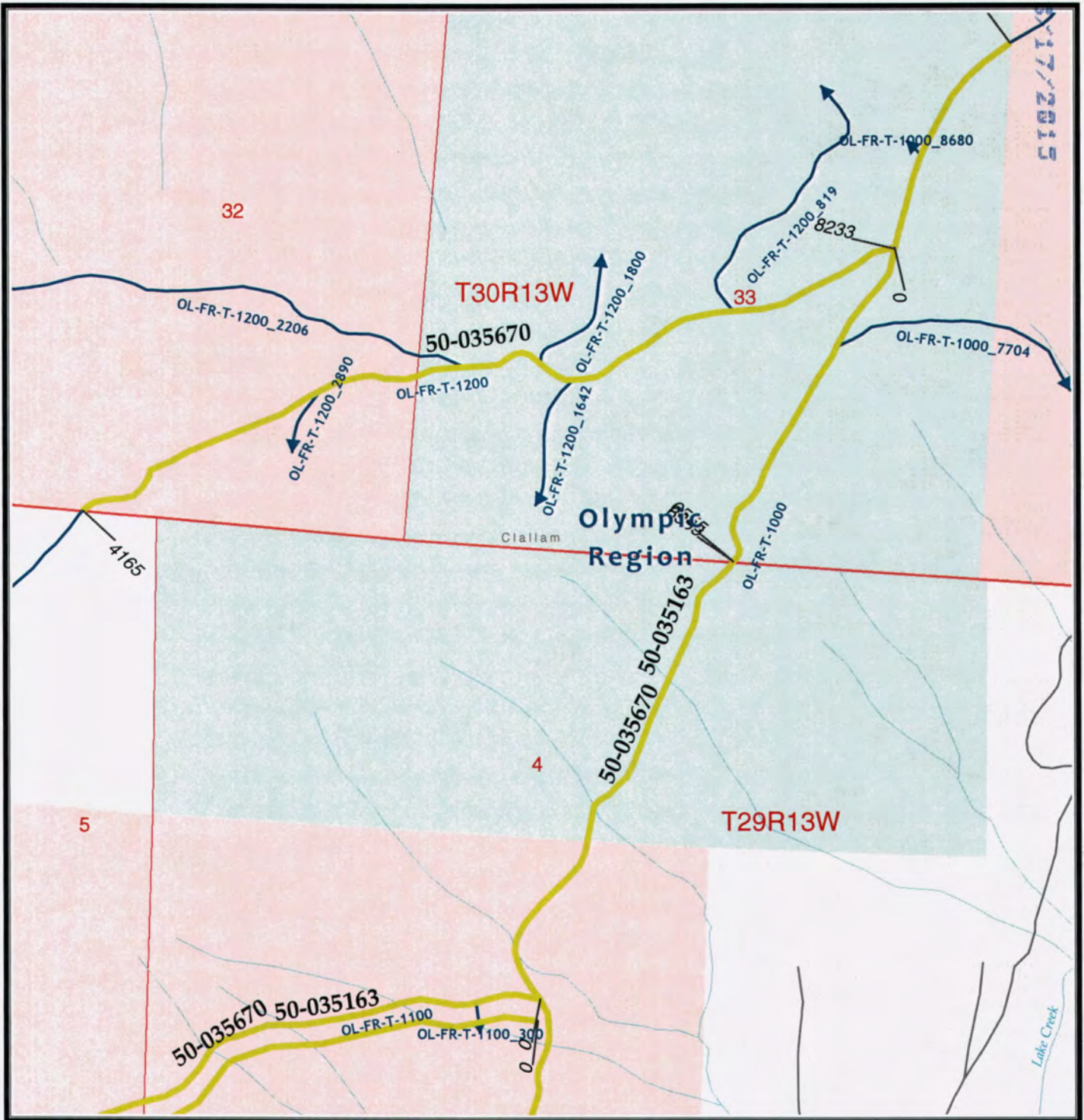
➔ Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- - - 5: 4 wheel drive

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;

PRO 11/17/2013



Right of Way Easements Road by USGS Class

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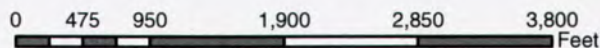
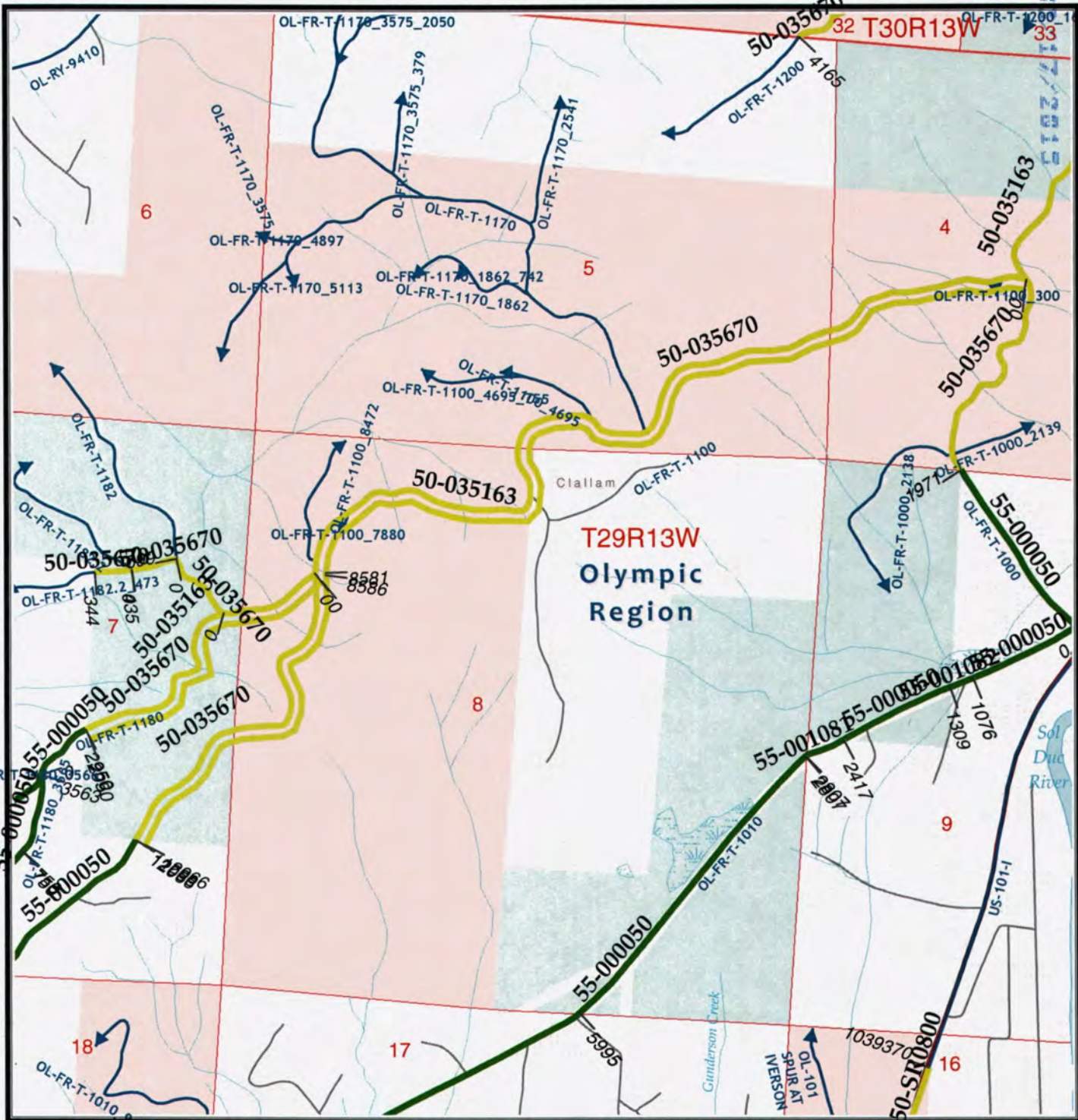
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DNR Managed Lands

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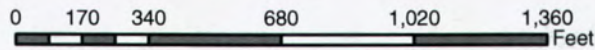
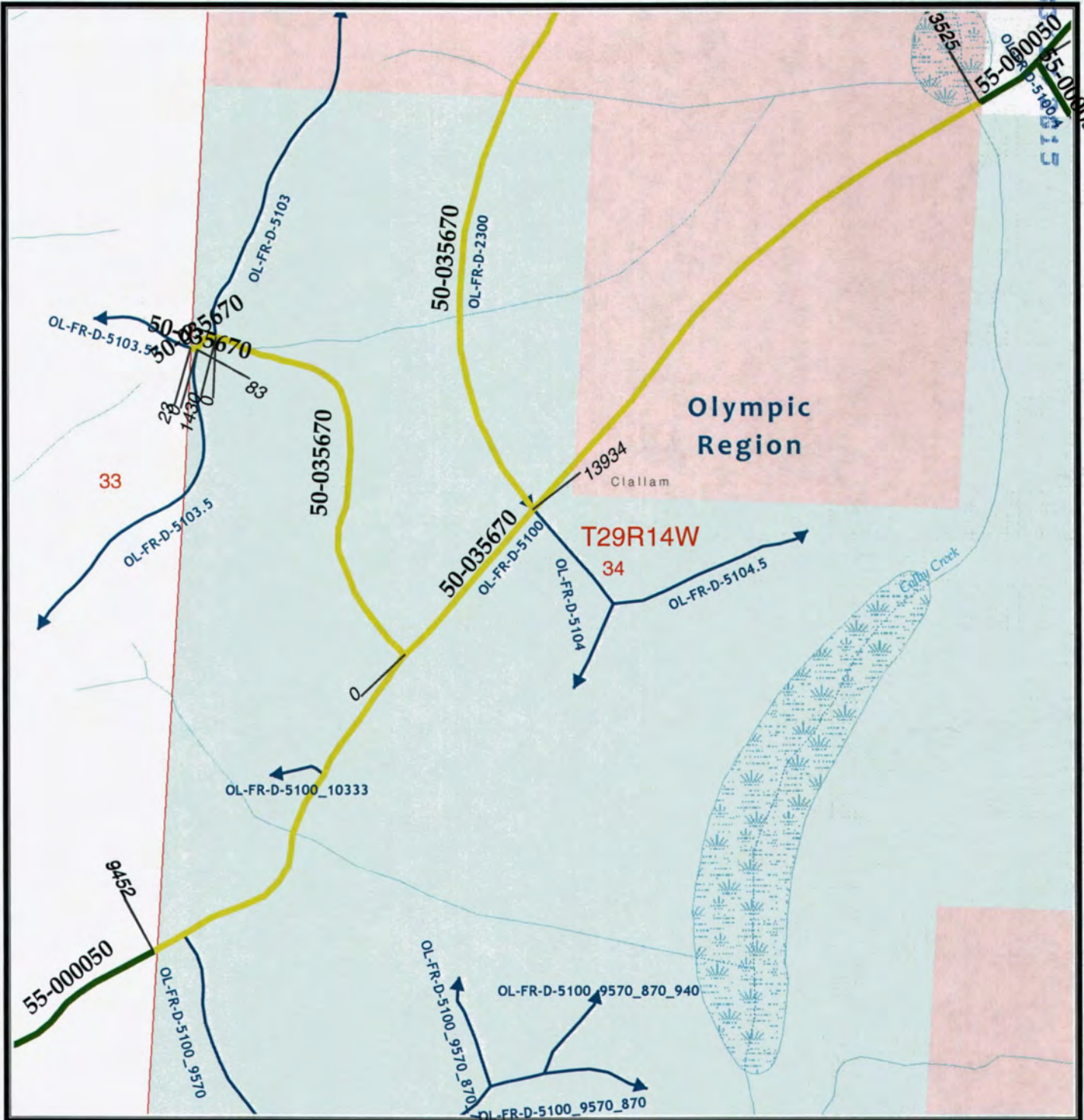
DNR Routes

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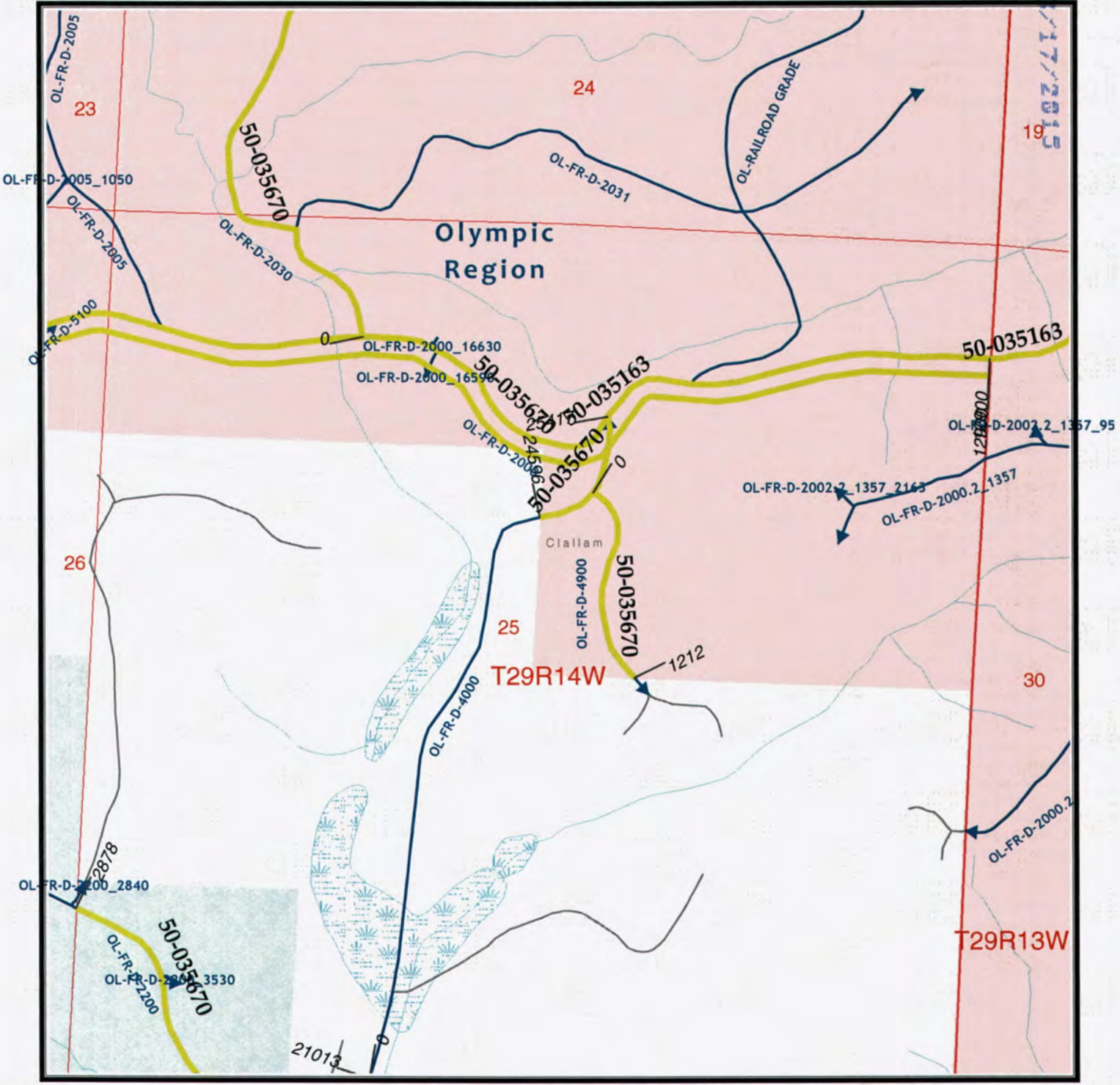
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FROM 7/17/2015



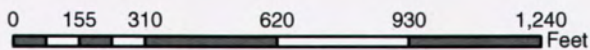
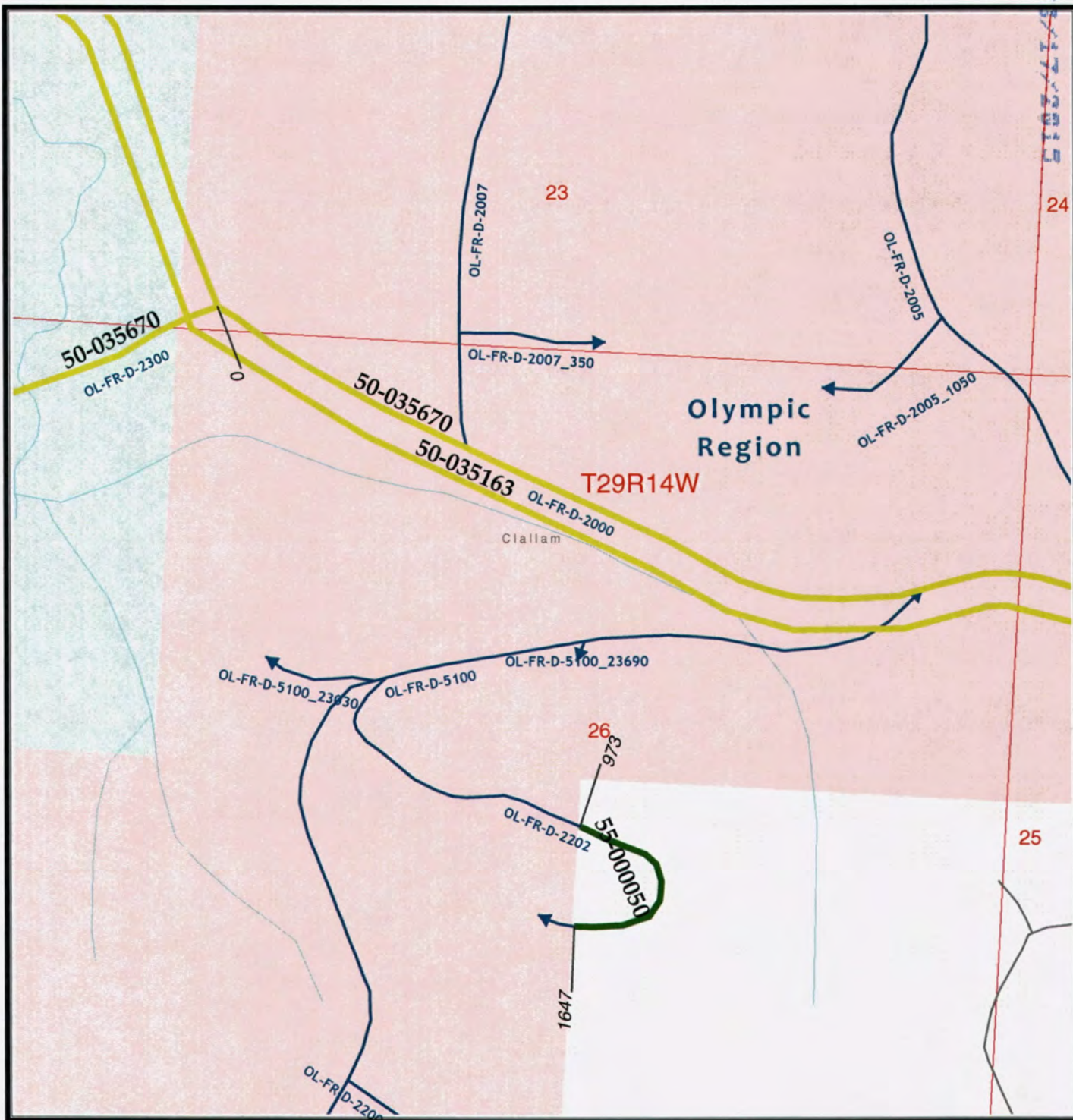
Right of Way Easements Road by USGS Class

- | | |
|---------------------------|--|
| Grant Code | 1: Primary Highway/All-Weather/Hard Surface |
| 1: Acquired by DNR | 2: Secondary Highway/All-Weather/Hard Surface |
| 2: Granted by DNR | 3: Light-Duty Road/All-Weather/Improved |
| 3: Merged in Title | 4: Unimproved Road/Fair or Dry Weather |
| | 5: 4 wheel drive |

DNR Routes
Route Direction

DNR Managed Lands

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- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;



Right of Way Easements Road by USGS Class

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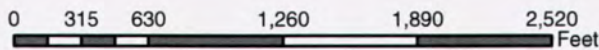
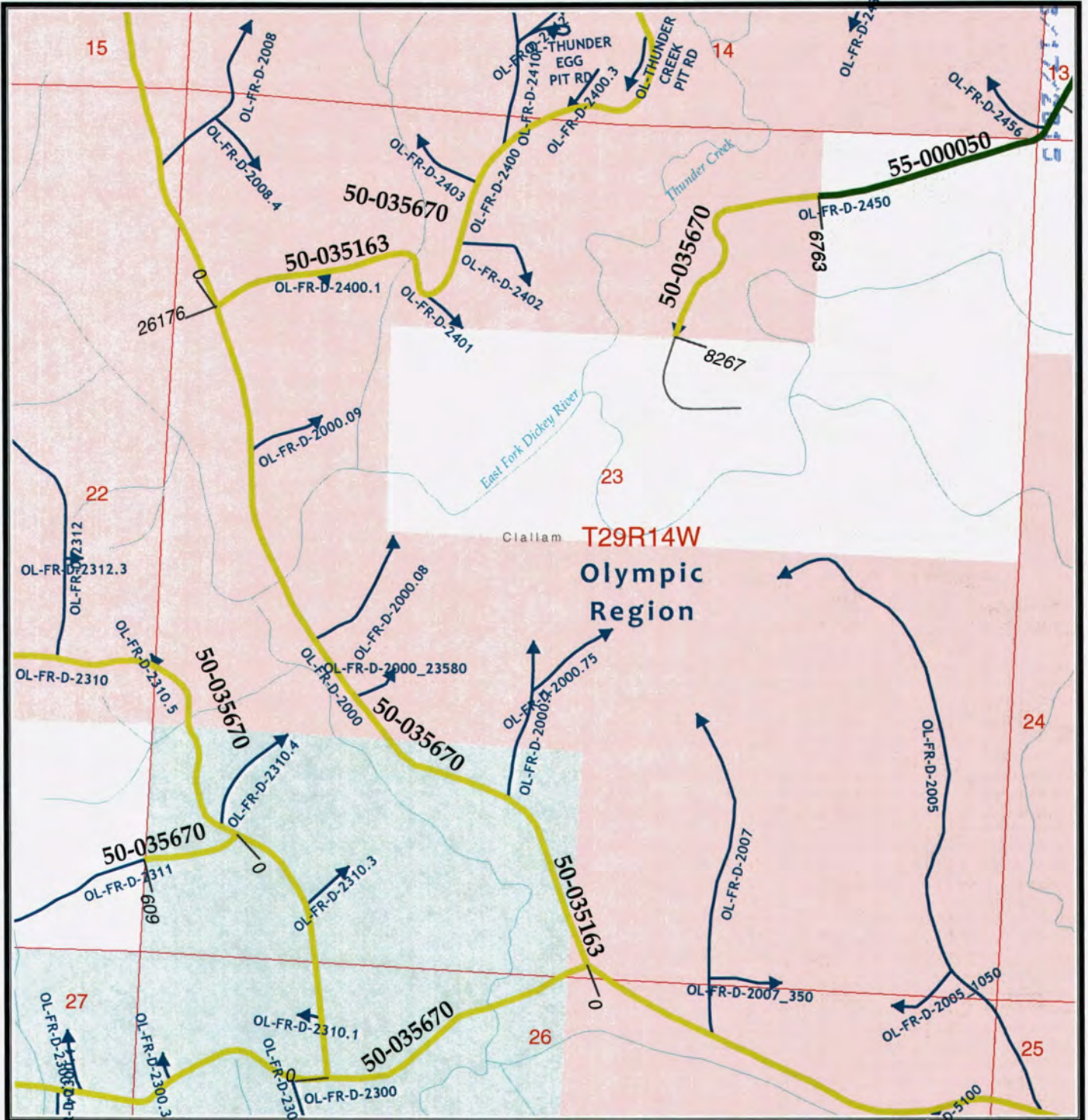
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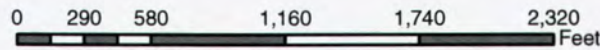
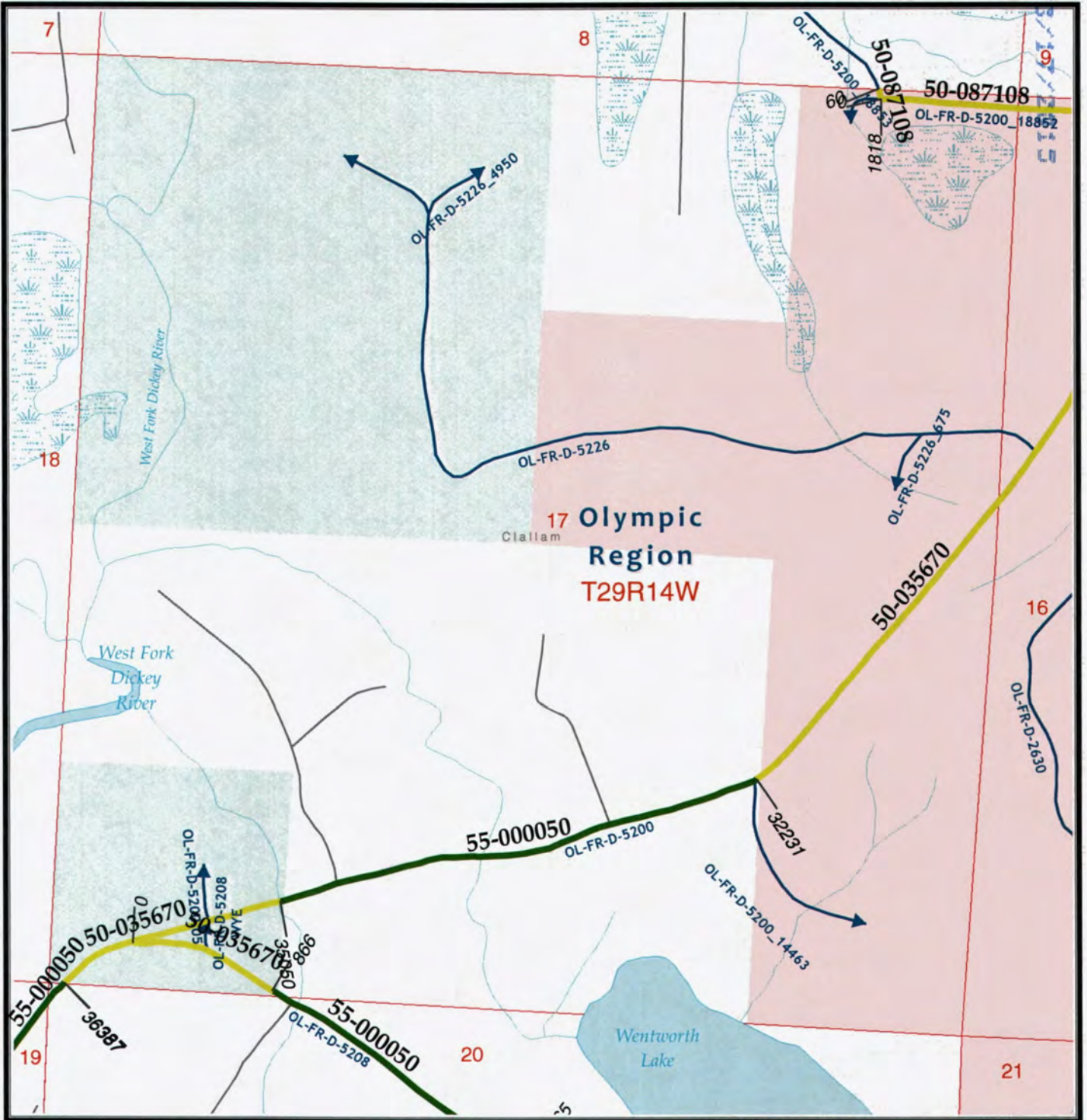
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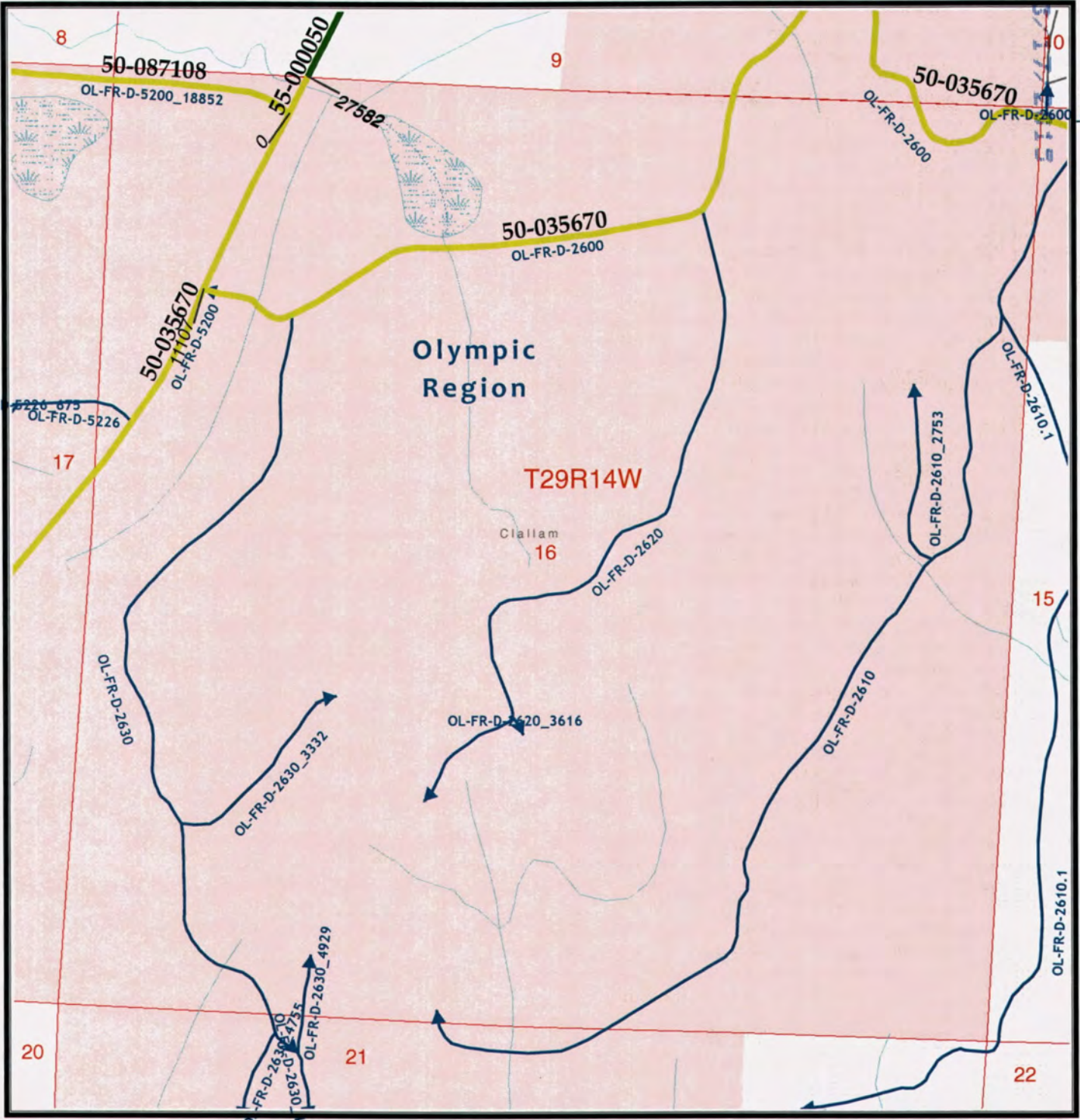
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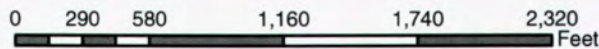
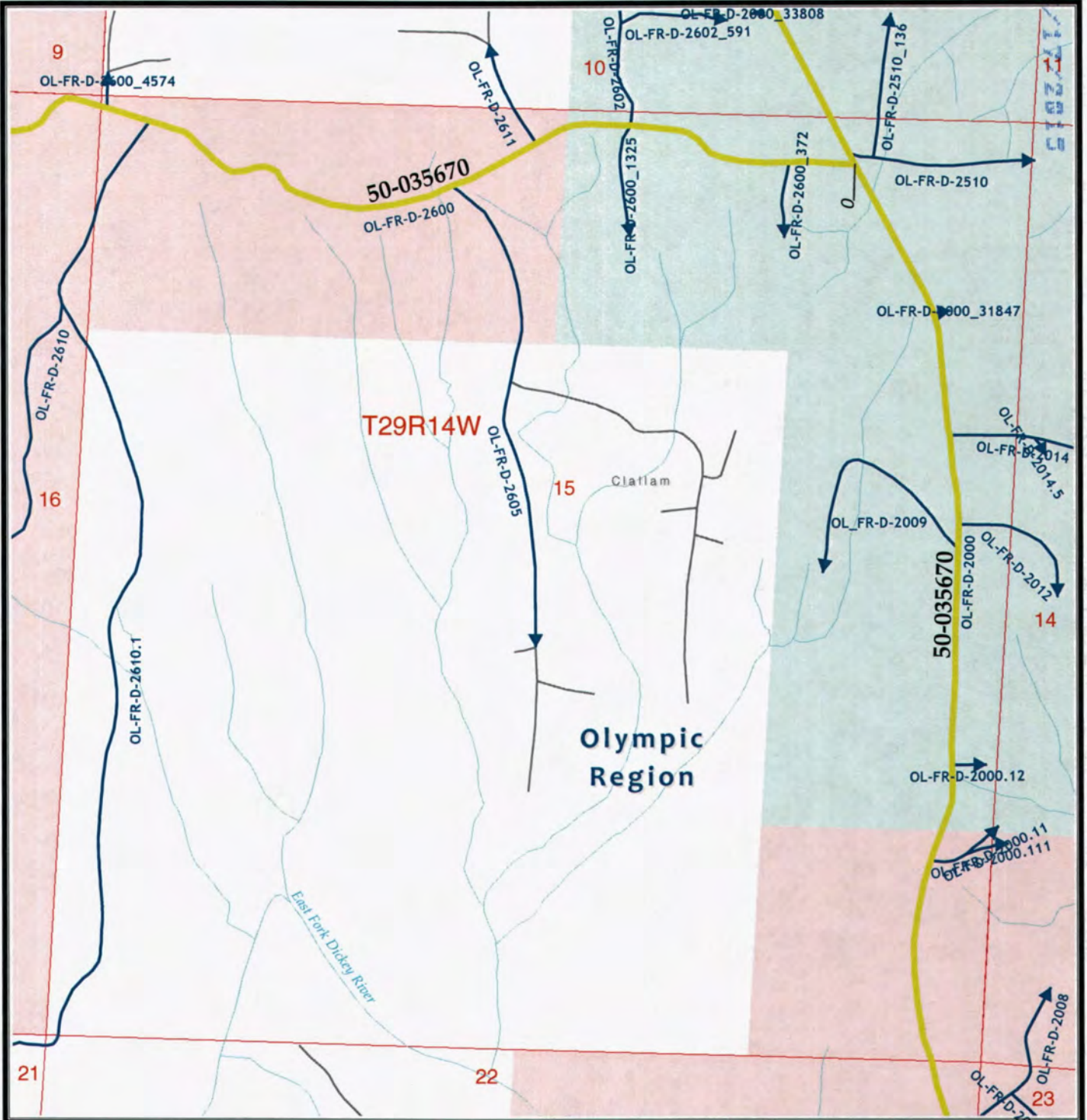
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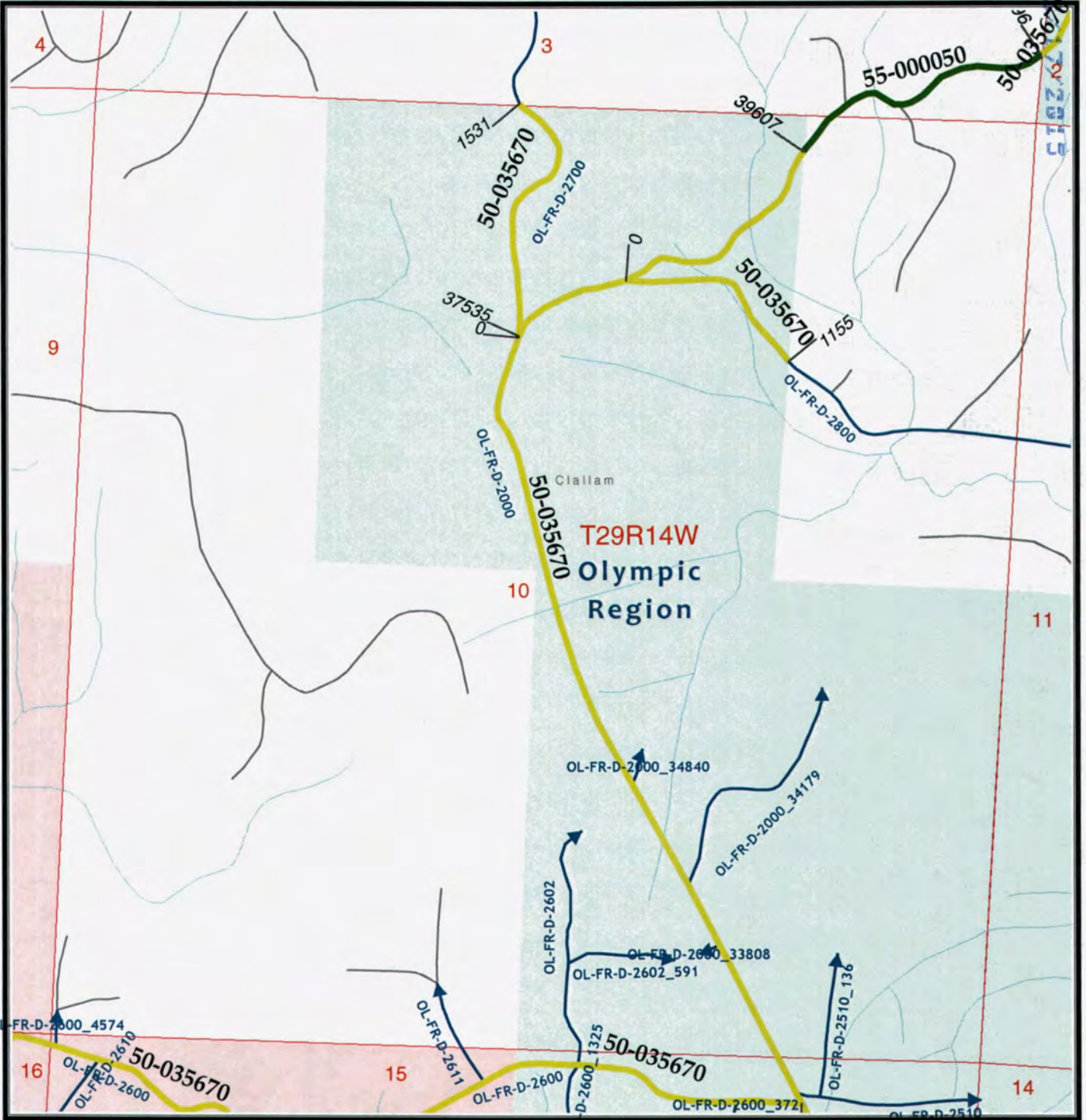
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➔ Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- - - 5: 4 wheel drive

DNR Managed Lands

- █ Granted Trust Lands
- █ Forest Board Trust Lands
- █ NAP / NRCA
- █ Other DNR-Managed Lands;



0 290 580 1,160 1,740 2,320 Feet

Right of Way Easements Road by USGS Class

Grant Code

- █ 1: Acquired by DNR
- █ 2: Granted by DNR
- █ 3: Merged in Title

DNR Routes

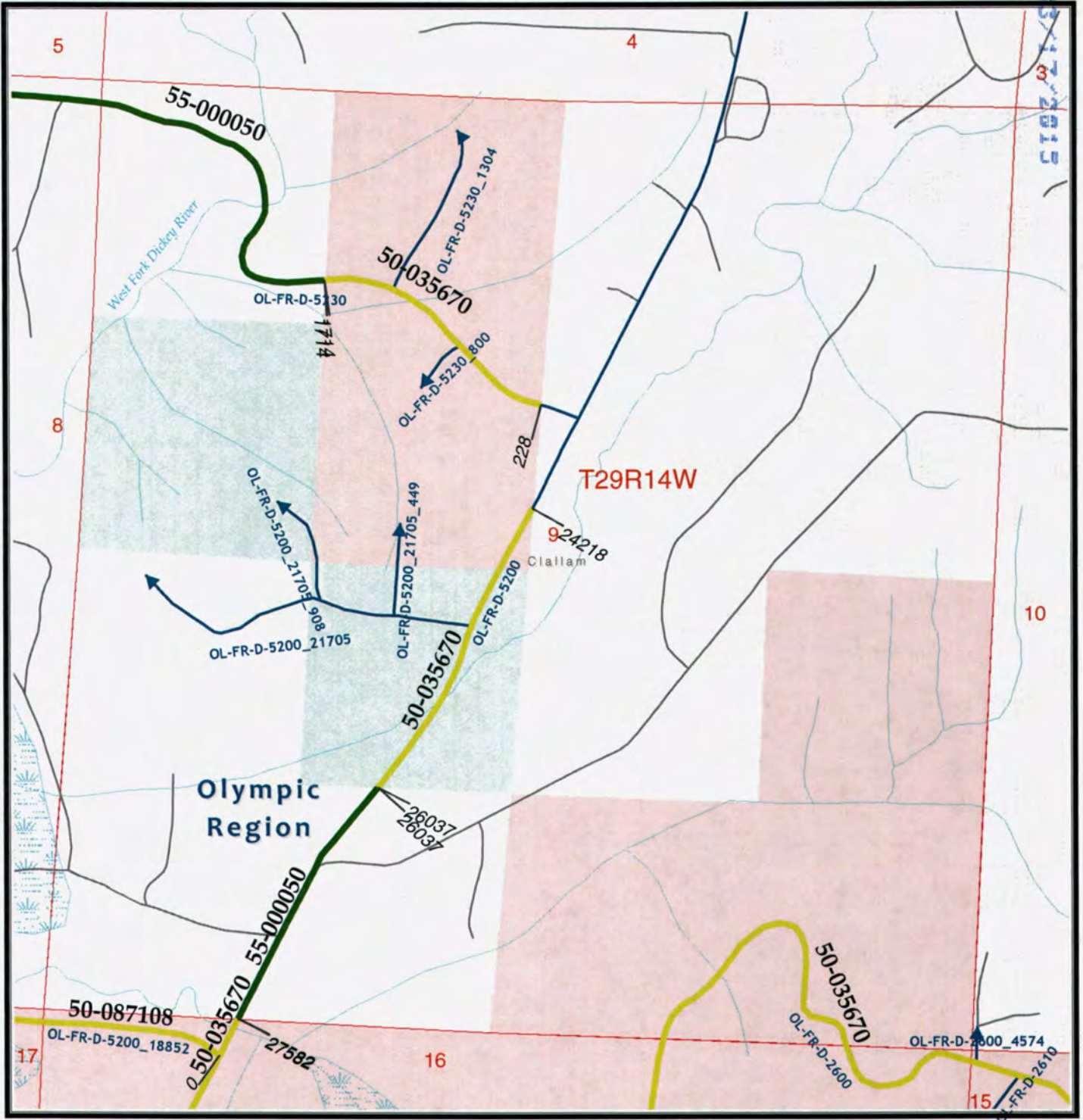
➔ Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- - - 5: 4 wheel drive

DNR Managed Lands

- █ Granted Trust Lands
- █ Forest Board Trust Lands
- █ NAP / NRCA
- █ Other DNR-Managed Lands;

FROM 50-17-2015



Right of Way Easements Road by USGS Class

Grant Code

- █ 1: Acquired by DNR
- █ 2: Granted by DNR
- █ 3: Merged in Title

DNR Routes

➔ Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
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DNR Managed Lands

- █ Granted Trust Lands
- █ Forest Board Trust Lands
- █ NAP / NRCA
- █ Other DNR-Managed Lands;

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TRO 8/26/2021

EASEMENT SUPPLEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 25th day of August 19 86, by and between RAYONIER TIMBERLANDS OPERATING COMPANY, L.P., LIMITED PARTNERSHIP, herein called "RTOC", successor in interest to ITT RAYONIER, INCORPORATED, a Delaware corporation, and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

On the 12th day of July, 1971, ITT Rayonier Incorporated, granted an easement referred to herein as the Original Easement, to the State, said Easement being recorded in the records of Clallam County, Washington, on July 23, 1971, in Volume 360 of Deeds, pages 429-442 under Auditor's File No. 405011. Said Original Easement is hereby supplemented as follows:

I

- A. RTOC, for and in consideration of One Hundred Twenty Four Thousand Four Hundred Fifty Five and no/100 Dollars (\$124,455.00), to be paid pursuant to Payment Agreement 50-A dated February 13, 1974, and the grant of a reciprocal easement of even date made by the State, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width, over and across the lands in Clallam County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown in red on the attached "Exhibit B."

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

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

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

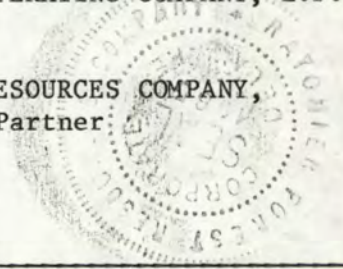
Except as herein supplemented all of the terms, conditions and reservations of the Original Easement shall remain in full force and effect.

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

RAYONIER TIMBERLANDS OPERATING COMPANY, L.P.
LIMITED PARTNERSHIP

By: RAYONIER FOREST RESOURCES COMPANY,
Managing General Partner:

Vice-President



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

ROY E. FRIIS, Manager
Timber Sales Division



Affix Seal of Commissioner
of Public Lands

Easement No. 50

STATE OF Connecticut)
County of Fairfield) ss

On this 5th day of August, in the year 1986, before me appeared G.J. Pollack, to me known to be the Vice President
(Name) (Title)

of Rayonier Forest Resources Company, Managing General Partner, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Managing General Partner, for the uses and purposes therein mentioned, and on oath stated that 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.

Janet E. McKay
Notary Public in and for the State of CT, residing at 30 Lakeside Ave. Stamford, CT
JANET E. MCKAY
NOTARY PUBLIC
My Commission Expires March 31, 1989

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 25th day of August, 1986, before me personally appeared ROY E. FRIIS, to me known to be the Timber Sales Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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

Virginia Hara
Notary Public in and for the State of Washington, residing at Olympia.
My appointment expires 1-26-90



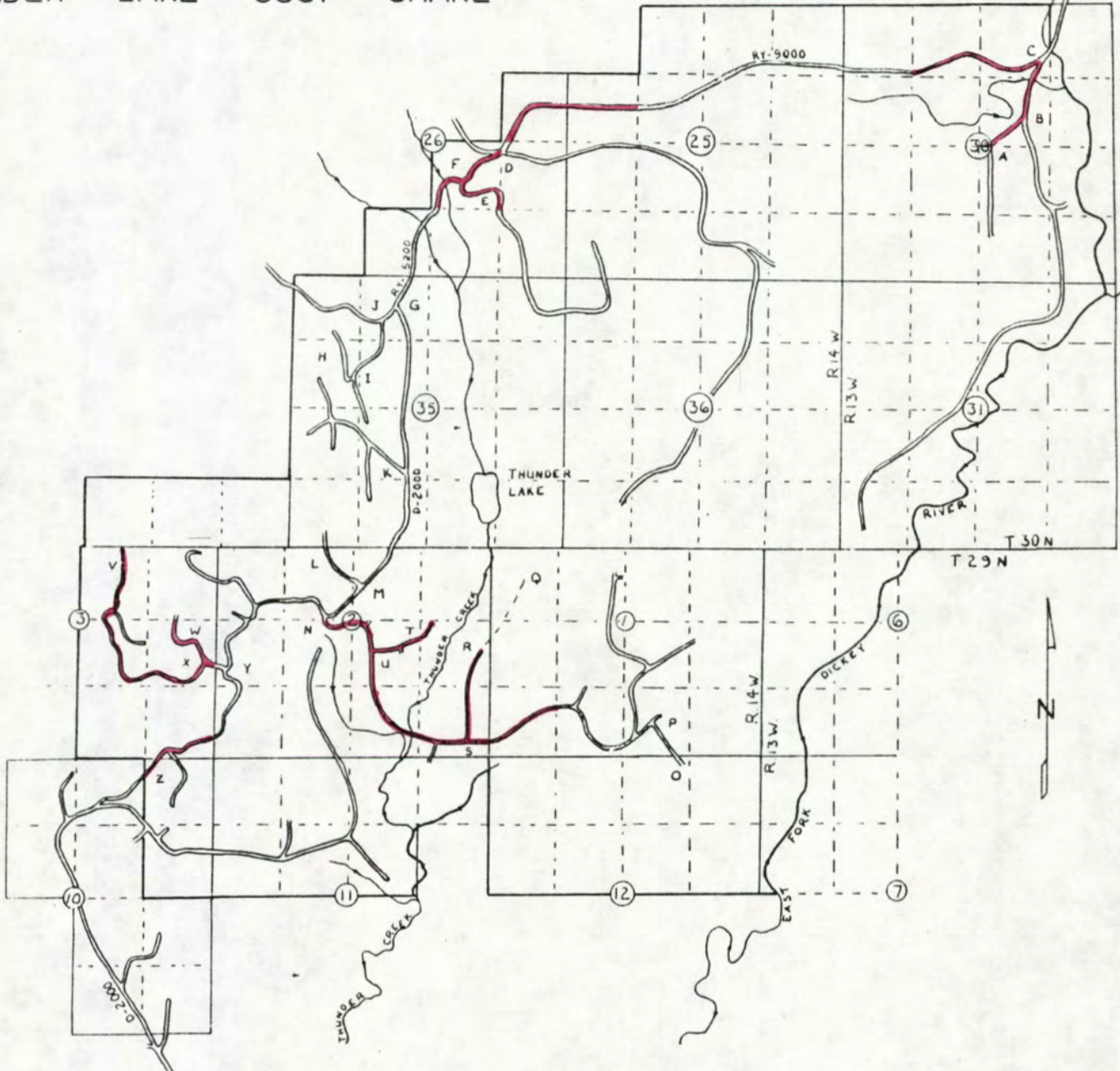
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EXHIBIT A

RTOC Lands

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
1	29N	14W	SW $\frac{1}{4}$ SW $\frac{1}{4}$
2	29N	14W	NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
3	29N	14W	Government Lot 2, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
10	29N	14W	NE $\frac{1}{4}$ NE $\frac{1}{4}$
30	30N	13W	W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
25	30N	14W	SW $\frac{1}{4}$ NW $\frac{1}{4}$
26	30N	14W	SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

THUNDER LAKE COST SHARE



State grant to RTOC ———
 RTOC grant to State ———

Cost Share Boundary

	acres
State	2,494
RTOC	1,855
MLC	807
Other	91
Total	5,247

drawn by RGL
 date: 1-25-84
 scale 1"=1600'

581727

FILED IN RECORDS AT THE CLERK'S OFFICE
 OF *Dept of Resources*
 RECORDED IN RECORDS OF CLALLAM CO.

1986 SEP -2 AM 10:42
 VOL. *743* PAGE *546*
 MARY HORDYK, AUDITOR
 CLALLAM COUNTY, WASH.
 BY *[Signature]* DEPUTY

When recorded return to:
Department of Natural Resources
Olympic Region
Attn: Albert Huggins
411 Tillicum lane
Forks, WA. 98331



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

EASEMENT EXCHANGE

Grantor(s): STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, POPE RESOURCES, & RAYONIER FOREST RESOURCES, LP

Grantee(s): STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES & RAYONIER FOREST RESOURCES, LP

Legal Description: See **Exhibits A1 (RFR Burdened Property), A2 (Pope Burdened Property), A3 (State Burdened Property), B1 (State Easement Grant to RFR), B2 (RFR Easement Grant to State), B3 (Pope Easement Grant to State), C1 (RFR Benefitted Property), and C2 (State Benefitted Property)**

Assessor's Property Tax Parcel Numbers: See **Exhibits A1, A2, and A3**
DNR Easement No. 55-101887 & 50-101886

This Easement Agreement is between POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP COMPANY ("Pope"), RAYONIER FOREST RESOURCES, LP, A DELAWARE LIMITED PARTNERSHIP COMPANY ("RFR") (Pope and RFR collectively referred to as "Rayonier"), and the STATE OF WASHINGTON ("State"), acting by and through the Department of Natural Resources (DNR), each also individually referred to as a "Party" and collectively as "Parties" and dated as of OCTOBER 3, 2022 ("Effective Date").

AGREEMENT

State and Rayonier agree to the following grant of reciprocal easements, with the final easements being mutually agreeable. State agrees to grant RFR the road easements over State property as shown on **Exhibit B1** and described herein, subject to the terms of this Agreement. RFR agrees to grant State the road easements as shown in **Exhibit B2** and described herein, subject to the terms of this Agreement. Pope agrees to grant State the road easements as shown in **Exhibit B3** and described herein, subject to the terms of this Agreement.

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

Conveyances.

1. To State:

- a. RFR hereby grants and conveys to State, its successors and assigns, a permanent, non-exclusive easement (the "State Easement") over certain portions of parcels of land in Clallam and Jefferson Counties legally described as set forth in **Exhibit A1**, said easements to be sixty (60) feet in width running thirty (30) feet on each side of the centerline of roads located and/or to be constructed approximately as shown on **Exhibit B2** (hereafter individually and collectively referred to as "State Easement Area").
- b. Pope hereby grants and conveys to State, its successors and assigns, a permanent, non-exclusive easement (the "State Easement") over certain portions of parcels of land in Jefferson County legally described as set forth in **Exhibit A2**, said easements to be sixty (60) feet in width, running thirty (30) feet on each side of the centerline of roads located and/or to be constructed approximately as shown on **Exhibit B3** (hereafter individually and collectively referred to as "State Easement Area").

2. To RFR:

State hereby grants and conveys to RFR, its successors and assigns, a permanent, non-exclusive easement (the "RFR Easement") over certain portions of parcels of land in Clallam, Jefferson and Grays Harbor Counties legally described as set forth in **Exhibit A2**, said easement to be sixty (60) feet in width running thirty (30) feet on each side of the centerline of a road located and/or to be constructed approximately as shown on **Exhibit B1** (hereafter individually and collectively referred to as "Rayonier Easement Area").

Purpose. The easements described above are conveyed to provide ingress and egress to and from lands owned or hereafter acquired by each grantee for resource management and administrative activities, including, but not limited to:

- Hauling timber products, valuable materials such as sand, gravel, stone and minerals, special forest products such as tree boughs and brush,
- Performing management activities associated with forestlands, such as reforestation, routine ongoing inventory and stocking control,
- Leasing, and managing communication, grazing and agricultural sites, and
- Leasing for other natural resource activities consistent with county zoning and other terms and conditions included in this Agreement.

Authorized use of easement shall include the right to travel, maintain, repair, construct or reconstruct roads on each respective easement area subject to the restrictions set forth hereafter.

No rights of public access are granted by either Party under this Agreement.

Nature of Estate. These easements shall be deemed appurtenant to real property located in Clallam, Jefferson and Grays Harbor Counties and legally described as set forth on **Exhibits C-1 and C-2** (hereafter Benefitted Parcels); *provided*, however, that either Party may add after acquired property as a benefitted parcel, subject to agreement between the Parties pertaining to re-allocation of easement maintenance costs, if any, pertaining to such after acquired property.

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

Timber Removal. Timber or other profits of the land comprising an Easement Area may be removed by the easement holder where reasonably necessary to use the easement area, but the fee owner shall be entitled to the market value of the material removed. The easement holder shall not cut or remove merchantable timber within the Easement Area located within the other Party's fee-owned property without the advance written consent of the fee owner, which shall not be unreasonably withheld. It is expressly understood and agreed that all merchantable timber within any Easement Area shall be the sole property of the fee owner and any permitted cutting or removal shall be for the sole benefit of the fee owner.

Where merchantable timber from the Easement Area must be removed to accommodate the easement holder's operations, the easement holder shall provide written notice to the fee owner at least sixty (60) days prior to commencement of timber harvest operations to allow the fee owner adequate time to remove timber or make arrangements for timber removal by the easement holder or other entity. If the fee owner arranges for timber removal by the easement holder, the fee owner shall provide the easement holder the merchantable timber value within thirty (30) days of receiving the easement holder's written notice.

The easement holder may cut and remove any non-merchantable timber within the Easement Area located within the fee owner's Burdened Property, provided that: (i) the easement holder has given the fee owner thirty (30) days prior written notice of the easement holder's intent to cut and remove such non-merchantable timber, except for such cutting and removal of non-merchantable timber as is necessary to perform maintenance as defined herein; (ii) the fee owner and the easement holder have adequately identified that portion of the Easement Area where non-merchantable timber will be removed through industry standard geolocation methods and staking (to the extent reasonably requested by the fee owner); (iii) the easement holder has compensated the fee owner for the loss of such non-merchantable timber based on the fee owner's formal or informal cruise of such non-merchantable timber and in accordance with the fee owner's customary method for valuing non-merchantable timber, which is based on the estimated value at maturity discounted to present value; and (iv) the easement holder has obtained, with the cooperation of the fee owner,

all required governmental approvals and permits for the cutting and removal of non-merchantable timber from that portion of the Easement Area where timber will be removed. The fee owner shall provide the easement holder the value of the non-merchantable timber within thirty (30) days of receiving the easement holder's written notice.

The easement holder shall cut and remove timber only as permitted hereunder and in accordance with any required governmental approvals and permits and as allowed under all applicable laws, regulations, and ordinances. Non-merchantable timber, slash, and debris shall be disposed of in accordance with governmental approvals and permits or, if not specified, as directed by the fee owner. Burnable slash and debris shall be piled and burned by the easement holder in accordance with the terms of any required governmental approvals and permits.

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

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

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

Maintenance. For the purposes of this agreement, maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practices standards set forth in Chapter 222-24 WAC as now written or hereafter amended. Maintenance shall not include replacement, which is the act of replacing or reconditioning road components that are destroyed, damaged, worn out or that have become unsafe from age, wear, or the elements.

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

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

- (1) The appointment of a maintainer, which may be one of the Parties or any third party, to perform all recurrent maintenance;
- (2) The extent of resurfacing necessary to keep the road(s) to the standard originally constructed or thereafter improved, and to reduce environmental impacts; and
- (3) A method of payment by which each Party using the road(s) or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Each Party shall repair, or cause to be repaired at its sole cost, that damage to the road(s) arising out of the easement holder's use, which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the easement holder if the easement holder is the sole user of the Road, the fee owner if the fee owner is the sole user of the road, and shared jointly if there is joint use of the Road.

Improvements. For the purpose of this Agreement, improvements are the act of reconditioning or replacing road components so that they are of a standard higher than that existing at the time use commenced.

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

Compliance with Habitat Conservation Plan. The easement areas on the State land are located within an area that is subject to state's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. TE812521-1 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Rayonier and all Permittees acting under Rayonier shall comply with the terms and conditions set forth in **Exhibit D** while operating on the Easement Area located on state owned land.

Prior Right. The easements granted by this agreement are subject to all matters of public record.

Operational Restrictions. Site-specific operational requirements are listed in **Exhibit E**. Non-compliance with these requirements shall constitute a breach of the easement and may result in the fee owner requiring the easement holder to suspend operations in the affected easement area until the breach is remedied.

Construction/Reconstruction Operation Plan(s). Thirty (30) days prior to any construction or reconstruction of a road by an easement holder on lands of the fee owner, the easement holder will submit a written plan of construction to the fee owner outlining the construction or activity for approval, which shall not be unreasonably withheld. All construction and reconstruction shall comply with applicable state and local laws. In the event of an emergency that requires immediate action to protect person or property, an easement holder may take reasonable corrective action without prior notice to the fee owner, but in such case will notify fee owner within 24 hours.

Notice of Operation. When an easement holder or one of its Permittees plans to use any portion of the road for the purpose of hauling timber or other profits, such Party shall notify the fee owner thereof at least five (5) days prior to the commencement of such use, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of timber, forest products, or other profits to be hauled and promptly upon the completion of such use notify the other Party thereof.

Gates. Each of RFR, Pope and State may install and maintain locked gates at reasonable intervals within their respective roads to restrict access. In the event, each Party shall provide a lock combination or a lock key or shall allow the other Party to place their own lock jointly with the other Party and other easement holders.

Waste. An easement holder shall not cause nor permit any filling activity to occur in or on the easement areas, except by prior written approval of the fee owner. An easement holder shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Areas within the fee owner's fee property except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Resource Conservation and Recovery Act (42 USC § 6901 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC § 9601 *et seq.*), or the Washington Model Toxic Control Act (RCW 70.105D). An easement holder shall immediately notify the fee owner if the easement holder becomes aware of any release or threatened release of hazardous substance on the easement area or adjoining property. If a release of hazardous substance occurs in, on, under, or above the easement area arising out of any action of the easement holder or its Permittees, the easement holder shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

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

pertaining to preservation of such monuments and reference points.

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

Before using any of said rights granted herein and at its own expense, Rayonier shall obtain and keep in force during the term of this agreement and require its Permittees to obtain while operating on the easement area, the following liability insurance policies, insuring Rayonier against liability arising out of its operations, including use of vehicles. In addition State shall require its Permittees to comply with the same insurance requirements. The limits of insurance, which may be increased by mutual agreement of both Parties, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence or Personal Liability insurance, as applicable, under a personal liability policy, commercial liability insurance policy, or package property and liability insurance policy. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".
- (d) Rayonier shall comply with all State of Washington workers' compensation statutes and regulations. Except as prohibited by law, Rayonier waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial general liability or commercial umbrella liability insurance. All contractors, subcontractors, or other permittees of Rayonier and State must comply with all State of Washington workers' compensation statutes and regulations

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

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

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

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW48.18 or RCW 48.15).

Rayonier shall include all Permittees as insureds under all required insurance policies or require separate certificates of insurance and endorsements for each. Rayonier shall require its Permittees, to provide certificates of insurance to Rayonier. Failure of Permittees to comply with Rayonier's insurance requirements does not limit Rayonier's liability or responsibility.

State shall require its Permittees to provide certificates of insurance to State and shall require Permittee's sub-contractors to be insured under the Permittee's or have in its possession separate certificates of insurance and endorsements for each. Failure of Permittees to comply with State's insurance requirements does not limit State's liability or responsibility.

State and Rayonier shall furnish upon request certificates of insurance and endorsements for any or all Permittees.

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

If Rayonier is self-insured, Rayonier certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in the Agreement. Rayonier shall provide to State evidence of its status as a self-insured entity. Upon request by State, Rayonier shall provide a written description of its financial condition and/or the self-insured funding mechanism. Rayonier shall provide State with at least thirty (30) days written notice prior to any material changes to Rayonier's self-insured funding mechanism.

By requiring insurance herein, the Parties do not represent that coverage and limits will be adequate to protect the other Party, and such coverage and limits shall not limit the Parties' respective liability and obligations under the indemnities and reimbursements granted in this agreement

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

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

Notice. Unless otherwise specified herein, any notices required or permitted under this Agreement may be (i) delivered personally, (ii) delivered by a recognized national overnight delivery service, or (iii) mailed by certified United States mail, postage prepaid and return receipt requested. Notices to any Party shall be directed to the address set forth below in this section, or to such other additional address as any Party may specify by notice to the other Party. Any notice delivered in accordance with this section shall be deemed given (a) in the case of personal delivery, on the day of delivery, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the day of delivery to this service, or (c) in the case of any notice mailed by certified U.S. mail, upon receipt of the return receipt.

To State:
DEPARTMENT OF NATURAL RESOURCES
Olympic Region
411 Tillicum lane
Forks, WA. 98331
Phone: 360-374-2800

To RFR and/or Pope:
RAYONIER FOREST RESOURCES, LP
3033 Ingram Street
Hoquiam, WA 98550
Phone: 360-538-7000

With a copy to:
POPE RESOURCES, LP
3033 Ingram Street
Hoquiam, WA 98550

And to:
Rayonier Forest Resources, LP
1 Rayonier Way
Wildlight, FL 32097
Attn: Legal Department

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

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

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

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

Recording. This Agreement shall be recorded by State in the official records of Counties of Jefferson, Grays Harbor, and Clallam, State of Washington.

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

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

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

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument

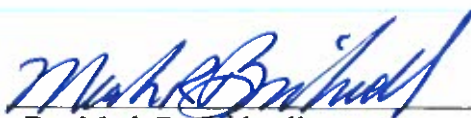
which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect its validity so long as all the Parties execute a counterpart of this Agreement.

[Signature pages follow]

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

POPE RESOURCES
A Delaware limited partnership

Dated: September 6, 2022.



By: Mark R. Bridwell
Its: Vice President and Corporate Secretary
3033 Ingram Street
Hoquiam, WA. 98550
360.538.7000

RAYONIER FOREST RESOURCES, L.P.
A Delaware limited partnership

By: Rayonier Timberlands Management LLC
Its Managing General Partner

Dated: September 6, 2022.



By: Mark R. Bridwell
Its: Vice President and Corporate Secretary
3033 Ingram Street
Hoquiam, WA. 98550
360.538.7000

Attest: 
By: Kyle Sawicki
Its: Assistant Secretary

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: October 3, 2022.



DUANE EMMONS
Acting Deputy Supervisor for State Uplands
P.O. Box 7000
1111 Washington Street SE
Olympia, WA. 98504-7000
360.902.1600



Approved as to Form
June 29, 2018
by Colleen Warren
Assistant Attorney General
for the State of Washington

RFR ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss
COUNTY OF NASSAU _____)

I, Anna Michelle Van Deren, a Notary Public in and for said County and State, hereby certify that Mark R. Bridwell, whose name as Vice President and Corporate Secretary and Kyle Sawicki, Assistant Secretary, respectively, Rayonier Timberlands Management, LLC, a Delaware limited liability company, in its capacity as manager of RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership is signed to the foregoing instrument and who are personally known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with fully authority, executed the same voluntarily for and as the act of said limited liability company in its capacity and with full authority as manager of said limited partnership.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on September 6, 2022.

Anna Michelle Van Deren
(Signature)

(Seal or stamp)



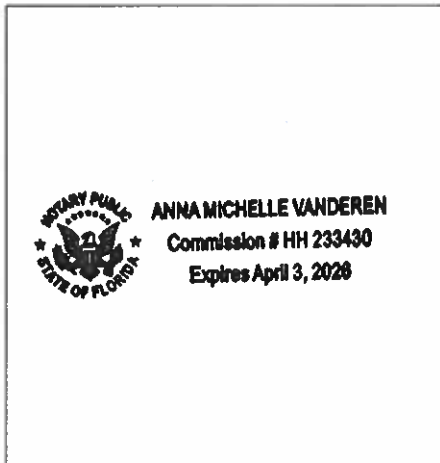
ANNA MICHELLE VANDEREN
Commission # HH 233430
Expires April 3, 2026

Anna Michelle Van Deren
Notary Public in and for the State of Washington,
residing at 1 Rayonier Way, Wildlight, FL 32097.
My appointment expires April 3, 2026.

POPE ACKNOWLEDGEMENT

STATE OF FLORIDA }
 }
 } SS.
COUNTY OF NASSAU }

This record was acknowledged before me on 6th day of September, 2022 by Mark R. Bridwell as Vice President and Corporate Secretary of Pope Resources, a Delaware limited partnership..



(Stamp)

(Signature of notary public) Anna Michelle Van Deren

Notary Public, State of Florida

(Title of office)

Residing at: 1 Rayonier Way, Wildlight, FL 32097.

My Commission Expires: April 3, 2026.

(Date)

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

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

Dated: 10/3/2022

(Seal or stamp)



Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)

Notary Public in and for the State of Washington,

residing at McCleary.

My appointment expires 11/28/2024

EXHIBIT A1

Legal Description of RFR Burdened Property

RFR Property:

Section	Legal Description	Tax Parcel Number
Township 29 North, Range 14 West, W.M., Clallam County		
2	SE1/4SE1/4	142902400000
11	N1/2NE1/4	142911200000
13	NE1/4SE1/4, S1/2SE1/4	142913100000
Township 29 North, Range 15 West, W.M., Clallam County		
14	SW1/4SE1/4	152914000000
23	NE1/4NE1/4, NW1/4NE1/4	152923000000
24	NW1/4NW1/4, SW1/4NW1/4, SE1/4NW1/4, E1/2SW1/4	152924000000
25	NE1/4NW1/4	152925110000
Township 27 North, Range 14 West, W.M., Jefferson County		
2	Lots 2, 3, 4, 5, 6 and 7	714021000
3	Lots 1, 2, 7 and 8	714031000
Township 25 North, Range 13 West, W.M., Jefferson County		
4	Lot 2	513041001

EXHIBIT A2

Legal Description of Pope Burdened Property

Pope Property:

Section	Legal Description	Tax Parcel Number
Township 25 North, Range 2 West, W.M., Jefferson County		
4	NW1/4NW1/4, SW1/4NW1/4, SE1/4NW1/4	502041000
	NE1/4SW1/4	502043001
	NW1/4SE1/4	502041000
	SW1/4SW1/4	502043001
5	Lot 1 & Lot 5	502051000
	Lot 4 & S1/2SW1/4, SW1/4SE1/4	502052000
Township 26 North, Range 2 West, W.M., Jefferson County		
33	SW1/4SW1/4	602332001

EXHIBIT A3

Legal Description of State Burdened Property

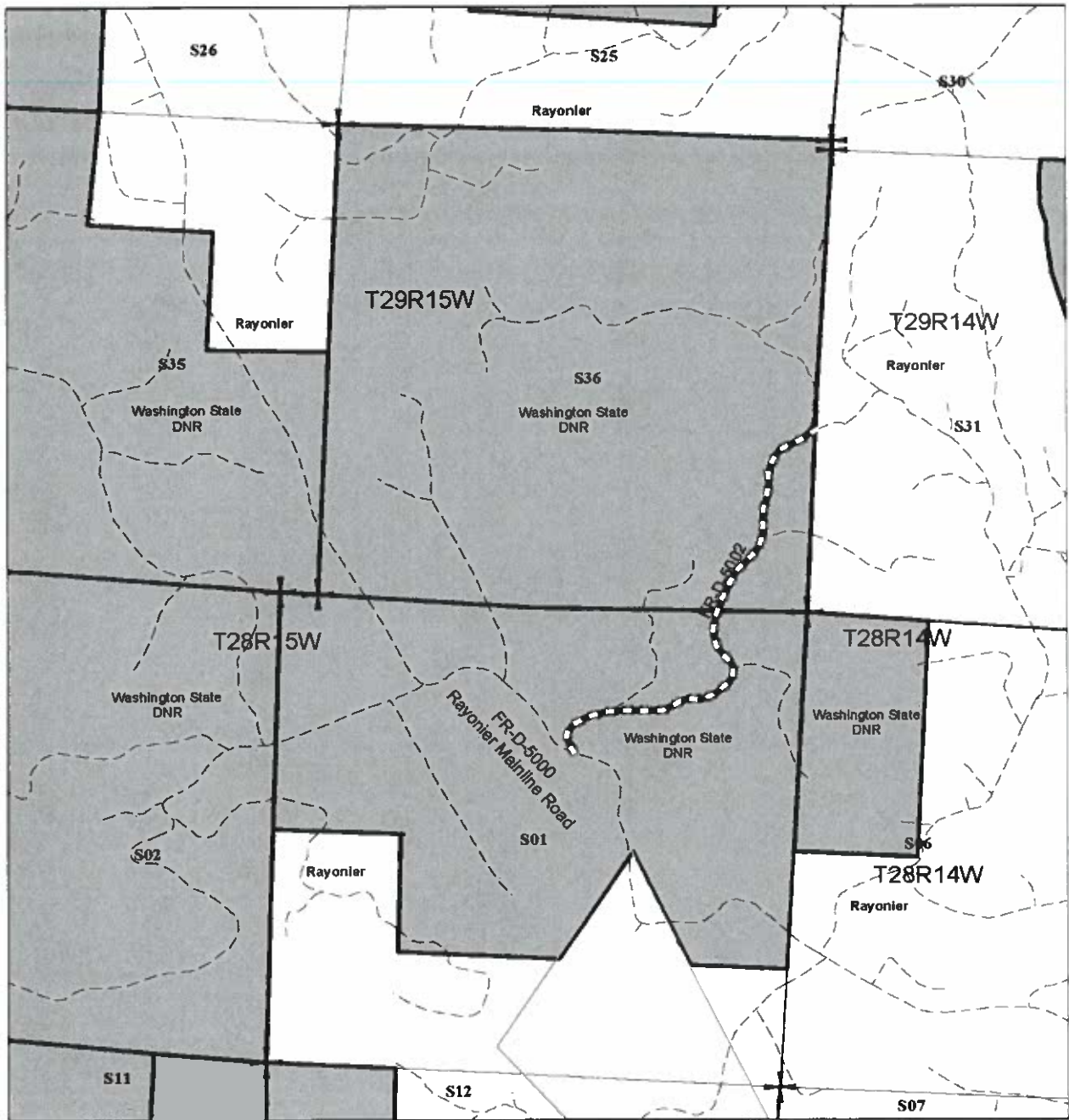
Section	Legal Description	Tax Parcel Number
Township 28 North, Range 15 West, W.M., Clallam County		
1	Lots 1 & 2, SW1/4NE1/4	152801110000
Township 29 North, Range 13 West, W.M., Clallam County		
18	NE1/4NW1/4	132918210000
	Lot 2 & SE1/4NW1/4	132918230000
	Lot 3	132918300000
Township 29 North, Range 14 West, W.M., Clallam County		
11	SE1/4NE1/4	142911140000
24	NW1/4NE1/4	142924100000
35	E1/2NE1/4	142935100000
	NE1/4SE1/4	142935400000
36	NW1/4NW1/4	142936220000
Township 29 North, Range 15 West, W.M., Clallam County		
36	Lot 1 & NE1/4SE1/4	152936000000
Township 25 North, Range 13 West, W.M., Jefferson County		
4	E1/2 SW1/4	513042000
9	NE1/4NW1/4	513091002
Township 21 North, Range 9 West, W.M., Grays Harbor County		
36	NE1/4, E1/2SW1/4, SE1/4	210936000000

EXHIBITS B1 – B3

Easement Grants: (B1) State to RFR; (B2) RFR to State; and (B3) Pope to State.

[See attached]

EXHIBIT B1
STATE Easement Grant to RFR



LEGEND



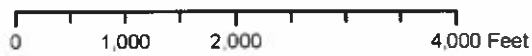
STATE LAND



EXISTING ROADS

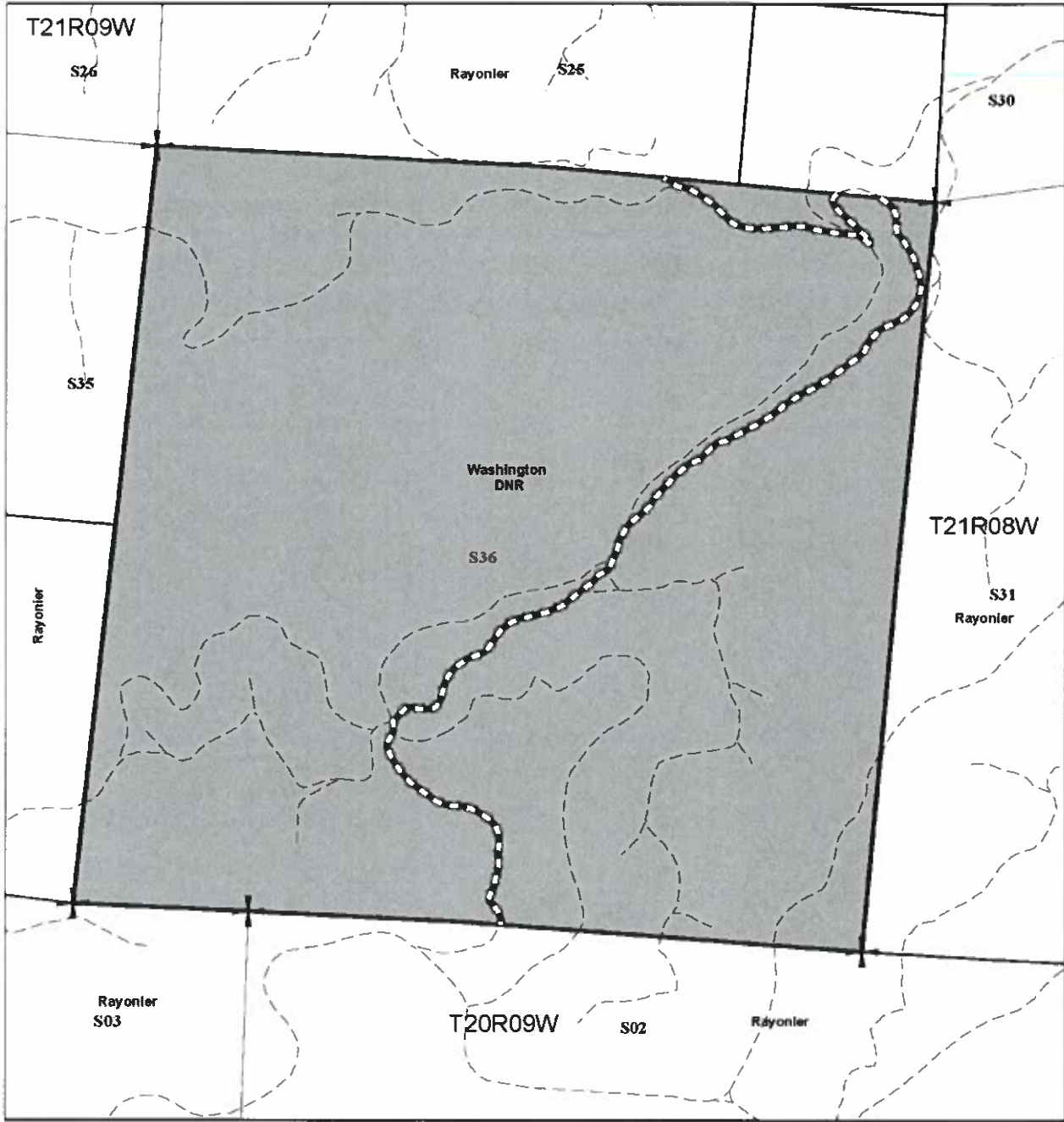


RAYONIER EASEMENT AREA
 LENGTH 5,420 ft, WIDTH 60 ft, AREA 7.7 acres



Map Prepared 4/12/2022

EXHIBIT B1
STATE Easement Grant to RFR



LEGEND



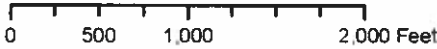
STATE LAND



RAYONIER EASEMENT AREA
LENGTH 10,100 ft, WIDTH 60 ft, AREA 13.9 acres

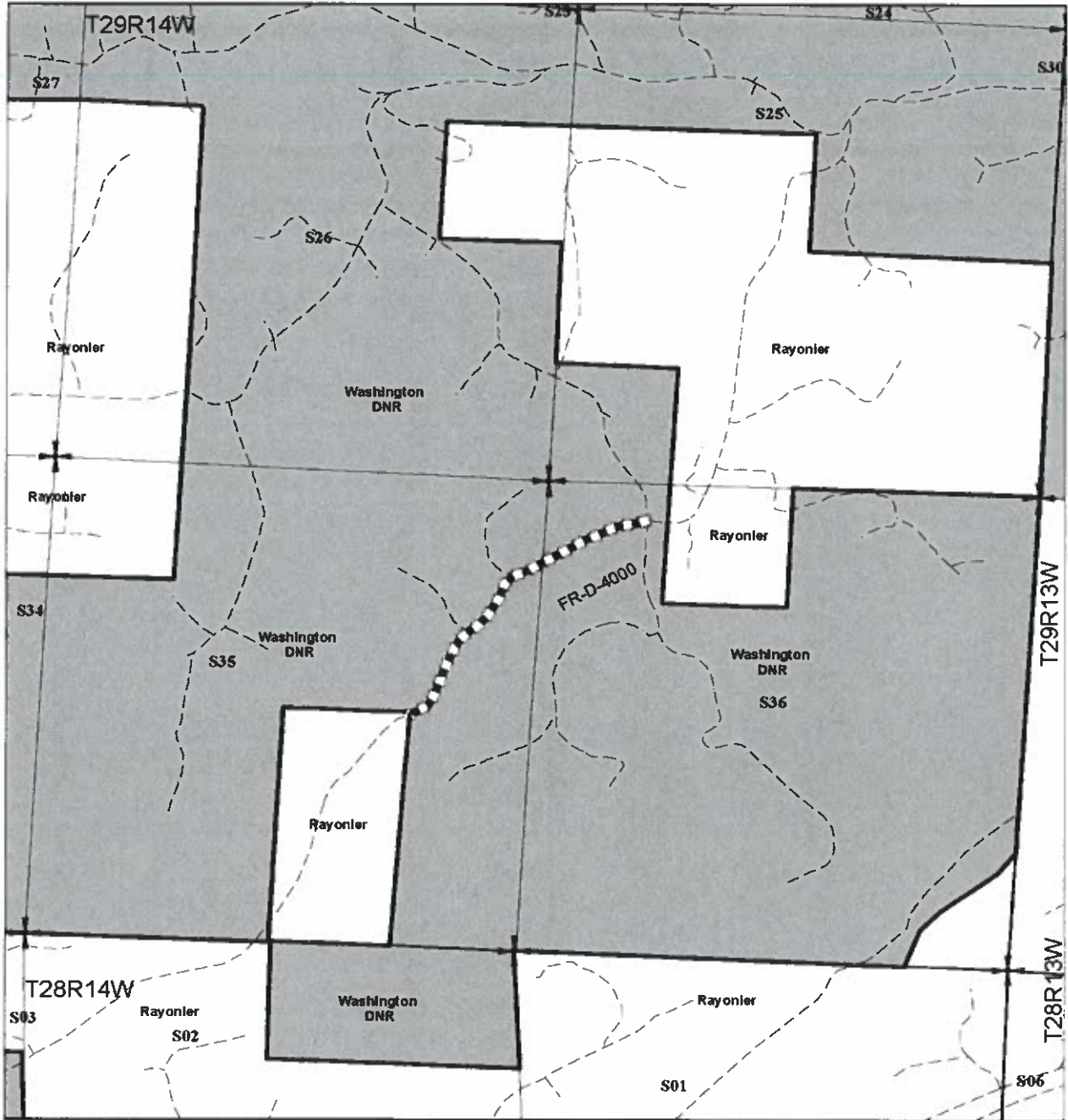


EXISTING ROADS



Map Prepared 4/12/2022

EXHIBIT B1
STATE Easement Grant to RFR



LEGEND



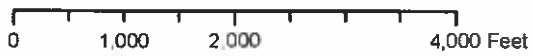
STATE LAND



RAYONIER EASEMENT AREA
 LENGTH 3,580 ft, WIDTH 60 ft, AREA 4.9 acres

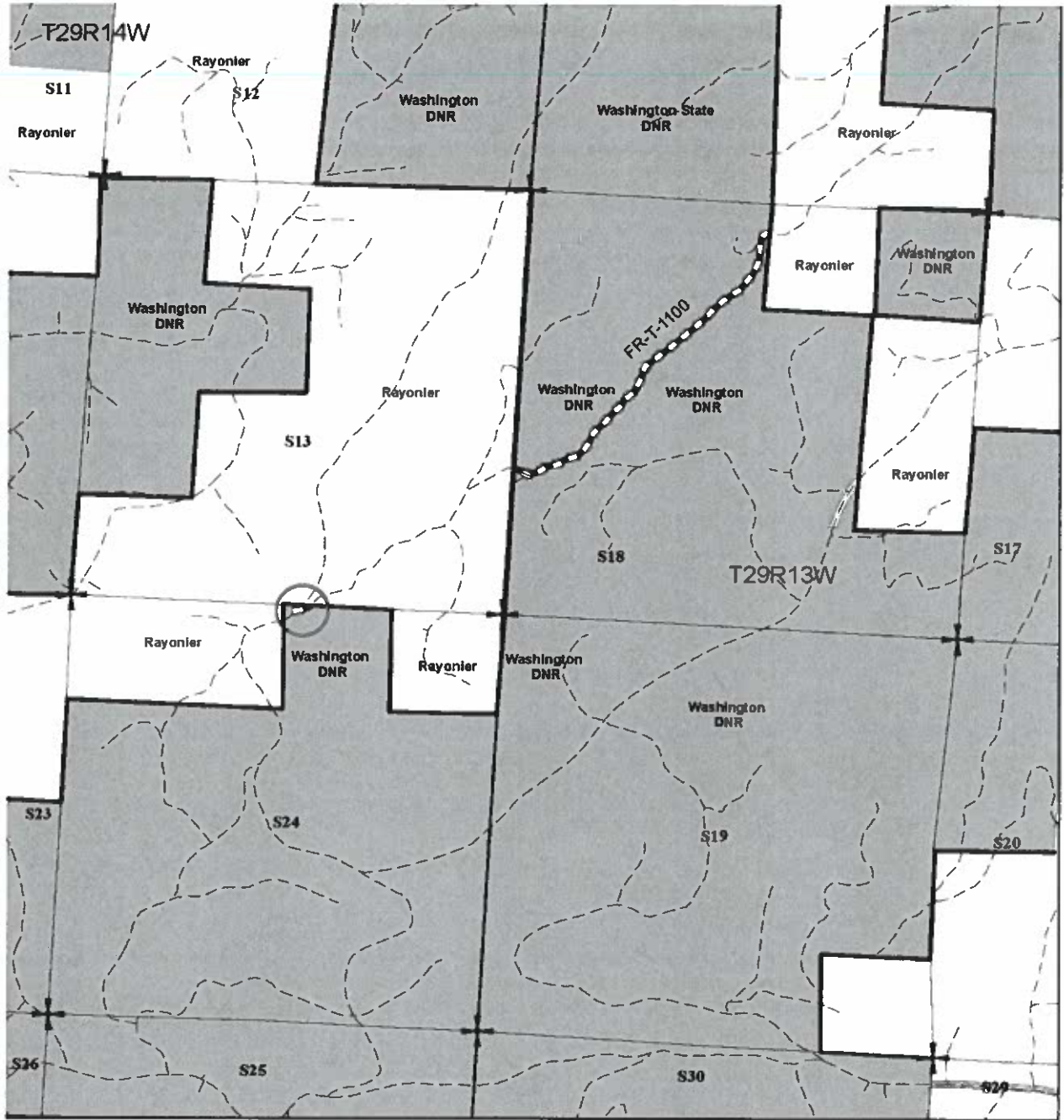


EXISTING ROADS



Map Prepared 4/12/2022

EXHIBIT B1
STATE Easement Grant to RFR



LEGEND



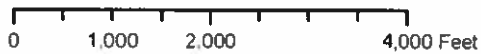
STATE LAND



EXISTING ROADS

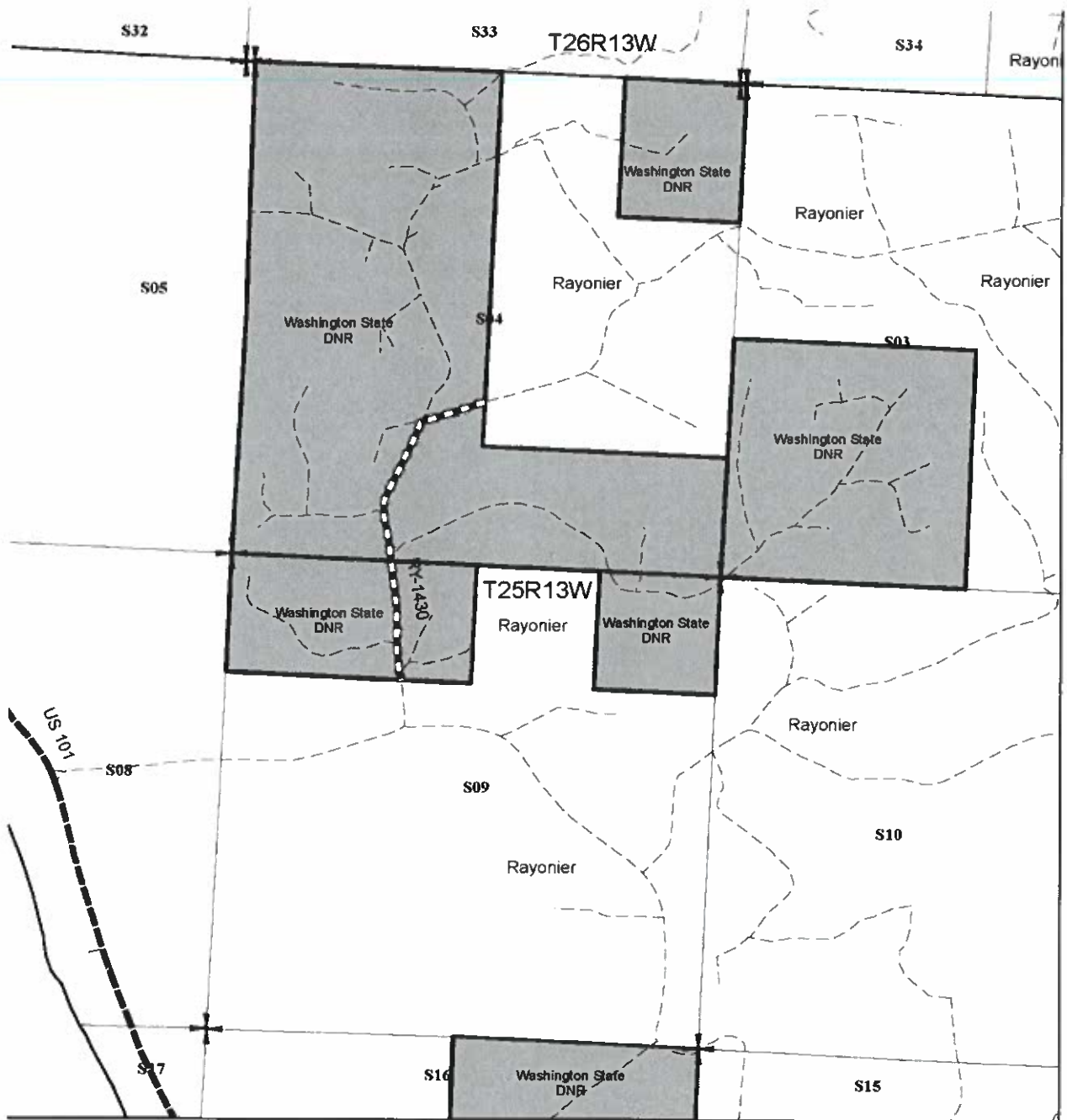


RAYONIER EASEMENT AREA
LENGTH 4,830 ft, WIDTH 60 ft, AREA 6.7 acres



Map Prepared 4/12/2022

**EXHIBIT B1
STATE Easement Grant to RFR**



LEGEND



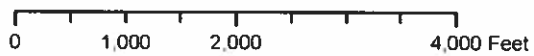
STATE LAND



RAYONIER EASEMENT AREA
LENGTH 3,702 ft, WIDTH 60 ft, AREA 5 acres

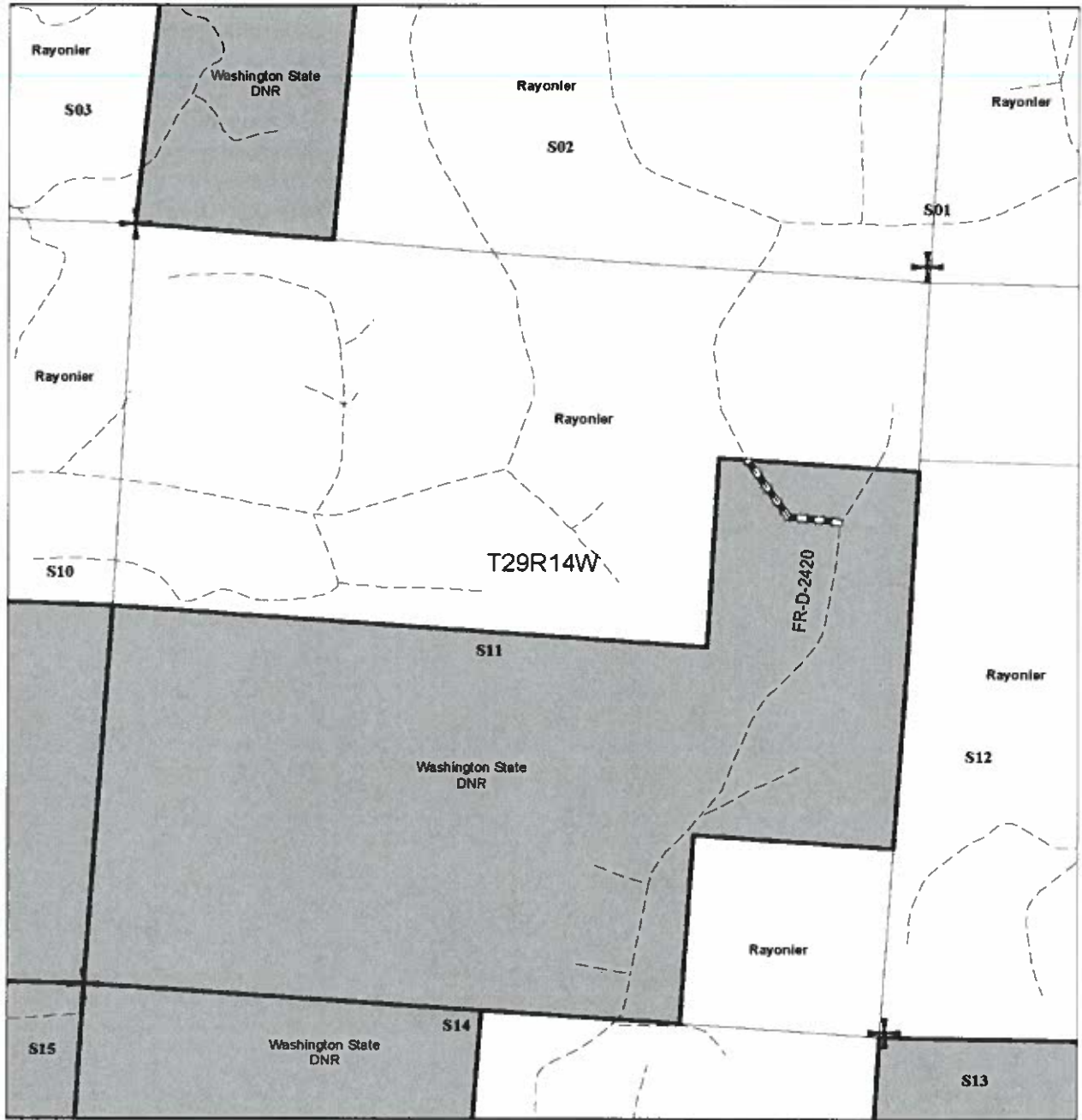


EXISTING ROADS



Map Prepared 4/12/2022

**EXHIBIT B1
STATE Easement Grant to RFR**



LEGEND



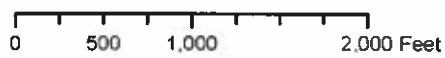
STATE LAND



RAYONIER EASEMENT AREA
LENGTH 700 ft, WIDTH 60 ft, AREA .97 acres

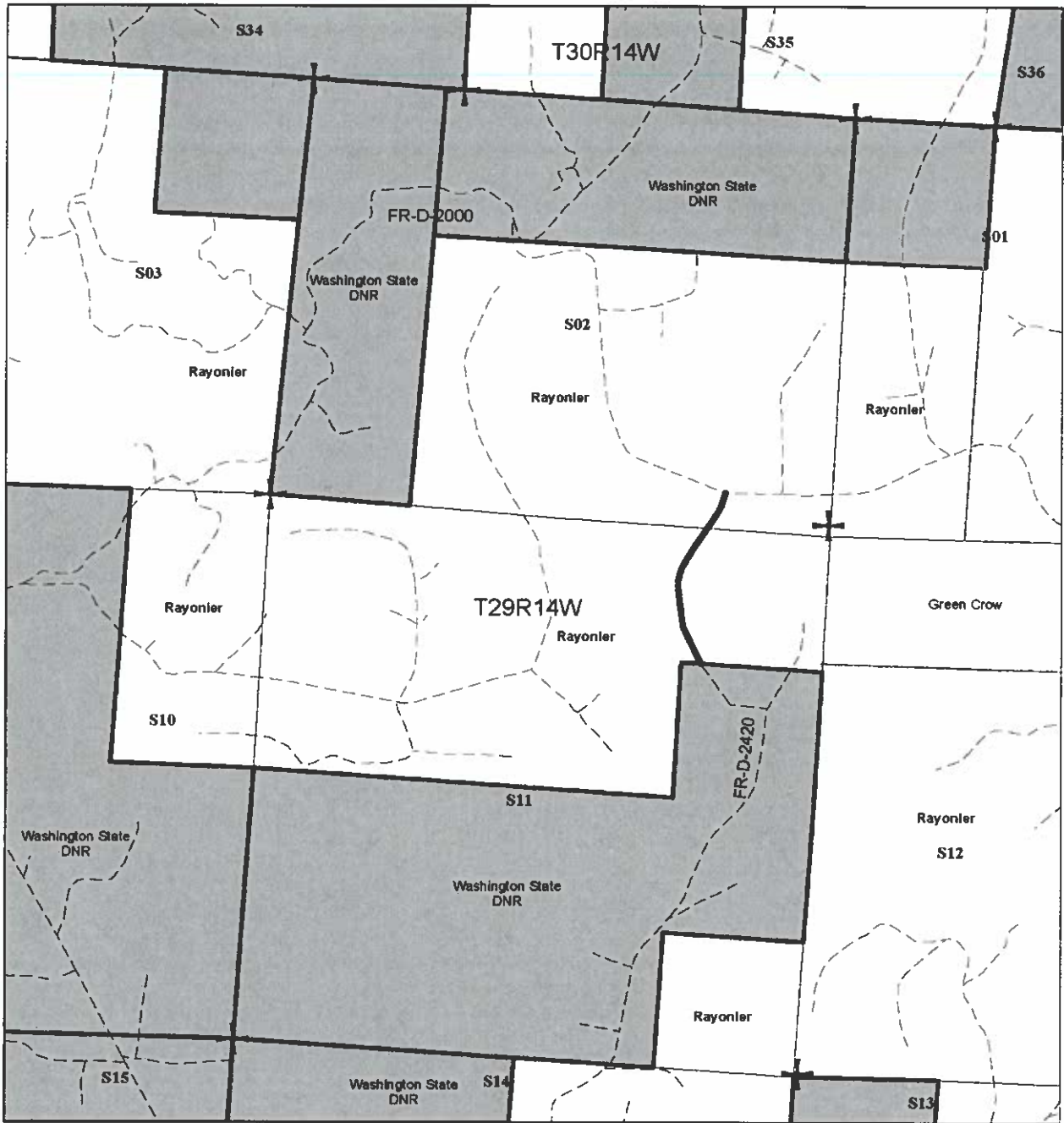


EXISTING ROADS



Map Prepared 4/12/2022

EXHIBIT B2
RFR Easement Grant to STATE



LEGEND



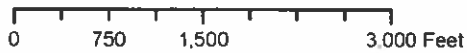
STATE LAND



STATE EASEMENT AREA
 LENGTH 2,090 ft, WIDTH 60 ft, AREA 2.9 acres

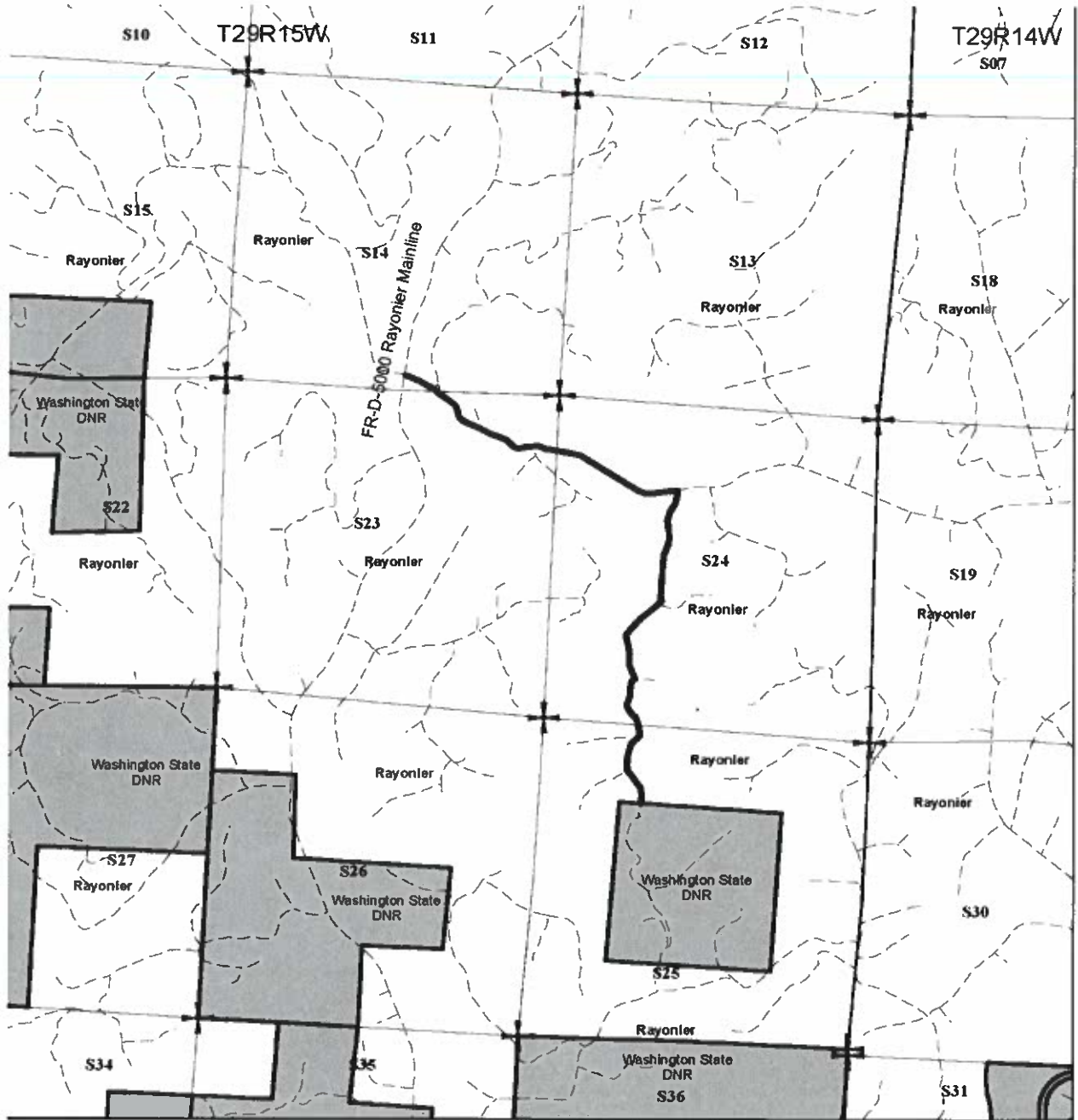


EXISTING ROADS



Map Prepared 4/12/2022

EXHIBIT B2
RFR Easement Grant to STATE



LEGEND



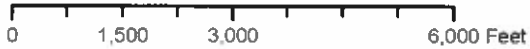
STATE LAND



EXISTING ROADS

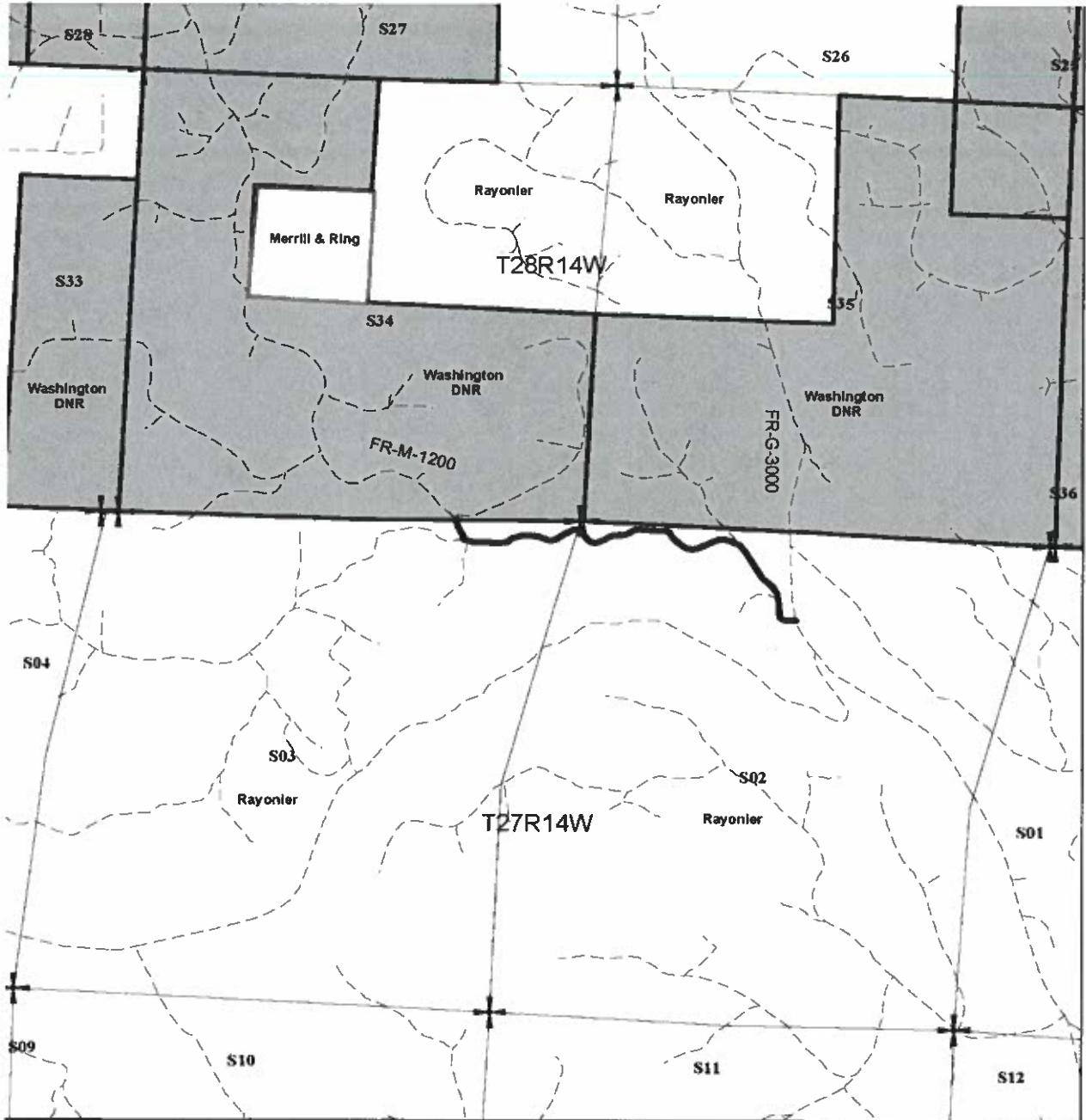


STATE EASEMENT AREA
 LENGTH 10,760 ft, WIDTH 60 ft, AREA 14.8 acres



Map Prepared 4/12/2022

EXHIBIT B2
RFR Easement Grant to STATE



LEGEND



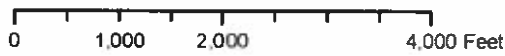
STATE LAND



EXISTING ROADS

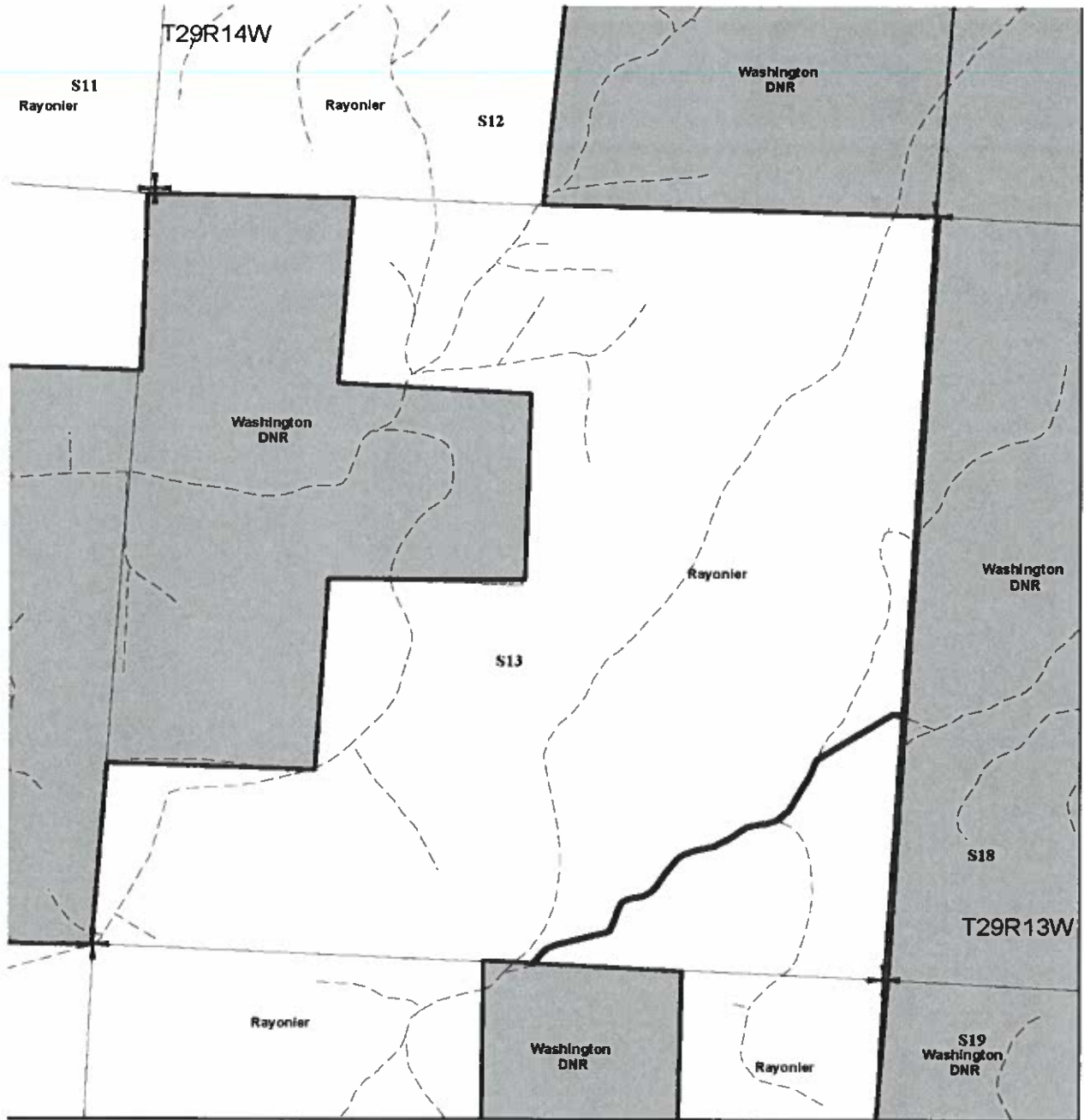


STATE EASEMENT AREA
 LENGTH 4,830 ft, WIDTH 60 ft, AREA 6.6 acres



Map Prepared 4/12/2022

EXHIBIT B2
RFR Easement Grant to STATE



LEGEND



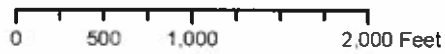
STATE LAND



EXISTING ROADS

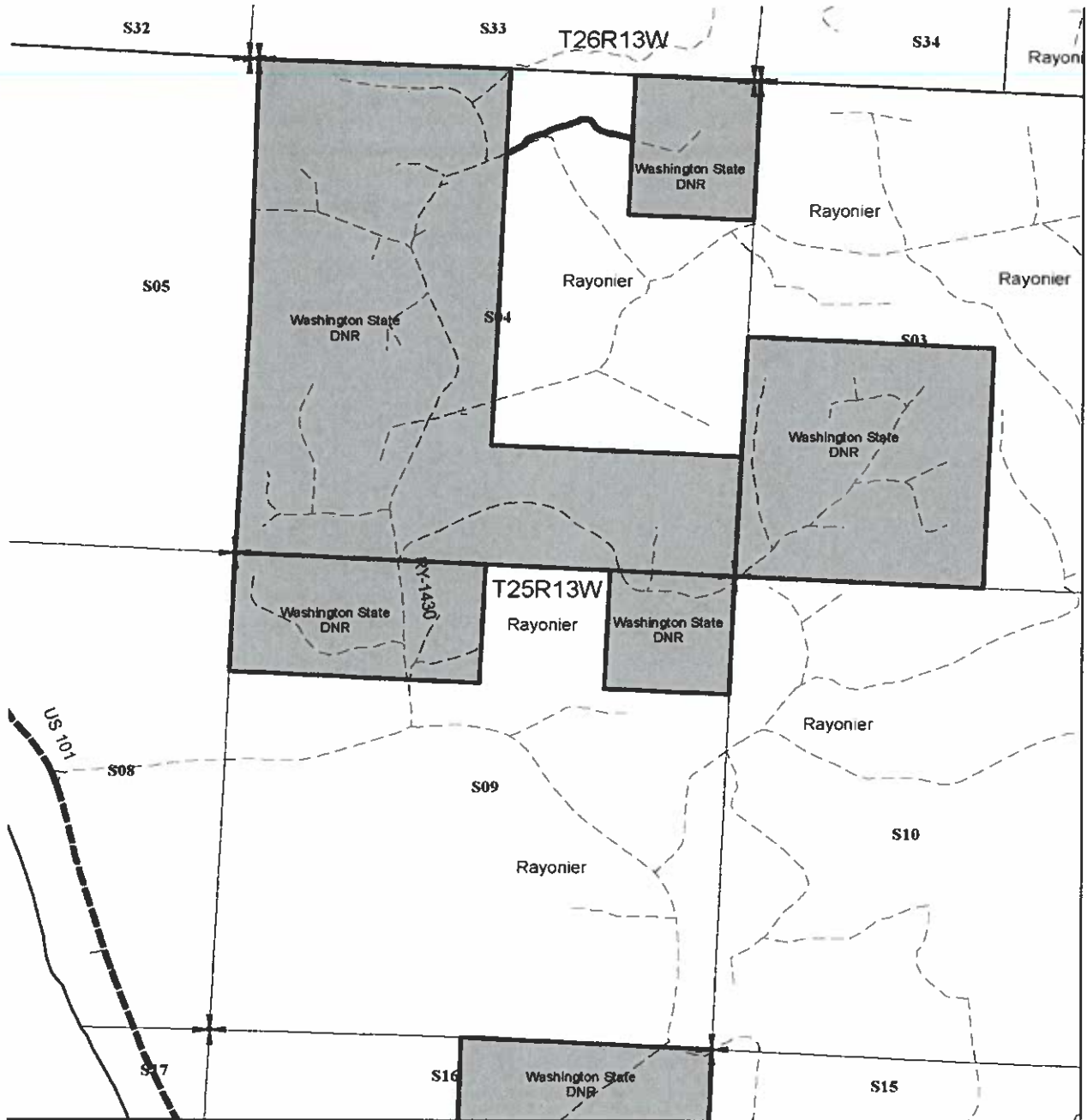


STATE EASEMENT AREA
LENGTH 3,170 ft, WIDTH 60 ft, AREA 4.4 acres



Map Prepared 4/12/2022

EXHIBIT B2
RFR Easement Grant to STATE



LEGEND



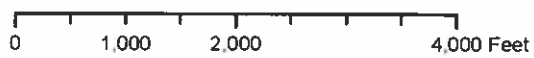
STATE LAND



STATE EASEMENT AREA
 LENGTH 1,519 ft, WIDTH 60 ft, AREA 2 acres

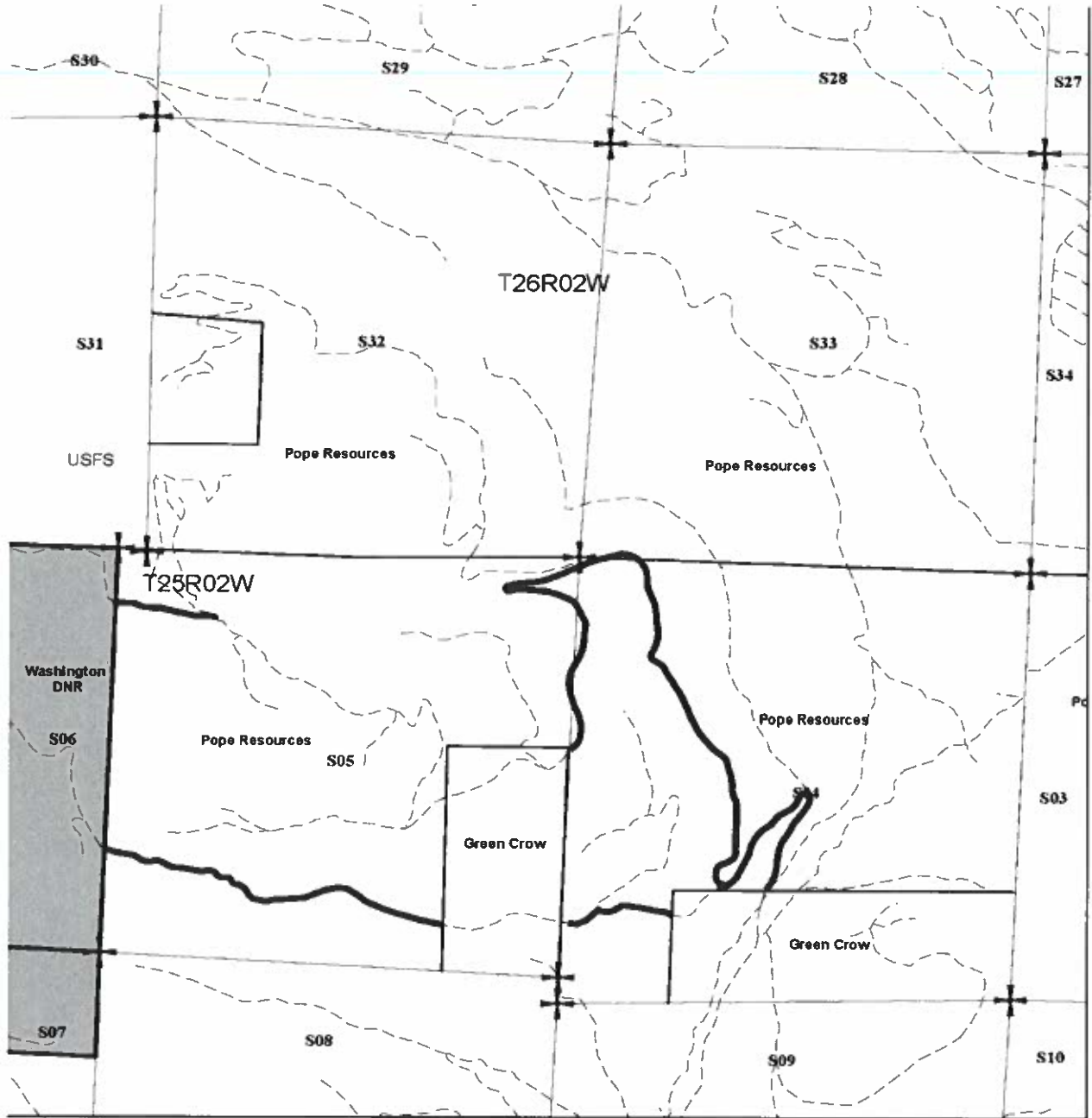


EXISTING ROADS



Map Prepared 4/12/2022

**EXHIBIT B3
POPE Easement Grant to STATE**



LEGEND



STATE LAND



EXISTING ROADS



STATE EASEMENT AREA
LENGTH 19,260 ft, WIDTH 60 ft, AREA 26.5 acres



Map Prepared 8/31/2022

EXHIBIT C1

RFR Benefitted Property

Township 29 North, Range 14 West, W.M., Clallam County, Washington

Section 11; NE1/4NE1/4, SE1/4SE1/4

Section 12; S1/2 NW1/4, all of SW1/4

Section 13; all of NE1/4, NE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4, all of SE1/4

Section 23; Portion of E1/2 NE1/4, SW1/4NE1/4 lying North of E. Fork Dickey River

Section 24; NE1/4NE1/4, N1/2NW1/4

Section 30; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Section 31; Portion of Lots 2, 3, 4, 5, 9, 10, 11, 12, E1/2SW1/4 lying West of Dickey River

Section 35; W1/2SE1/4

Township 29 North, Range 15 West, W.M., Clallam County, Washington

Section 25; SE1/4NE1/4, SW1/4SW1/4, NW1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4, E1/2SE1/4

Section 26; Portion of S1/2 NE1/4, SE1/4NW1/4, SW1/4SE1/4, E1/2SE1/4 lying East of Coal Creek

Section 35; Portion of E1/2NE1/4 lying East of Coal Creek

Township 21 North, Range 08 West, W.M., Grays Harbor County, Washington

All of Section 19

Section 20; W1/2 NW1/4, Lots 6, 7 and 10

Section 30; W1/2NE1/4, Lots 1, 2, 3, 4, E1/2 NW1/4, E1/2SW1/4, W1/2 SE1/4

Section 31; E1/2NW1/4, Lots 1, 2, 3

EXHIBIT C1

RFR Benefitted Property

Township 25 North, Range 13 West, W.M., Jefferson County, Washington

Section 2; S1/2 NW1/4

Section 3; All of NE1/4, NW1/4, & SE1/4

Section 4; NW1/4NE1/4, S1/2 NE1/4, N1/2 SE1/4

Section 9; NW1/4NE1/4

Township 21 North, Range 09 West, W.M., Grays Harbor County, Washington

Section 23; Portion of NE1/4SE1/4, S1/2SE1/4 lying East of E. Fork Humptulips River

Section 24; Portion of NE1/4, SE1/4NW1/4, SE1/4, SW1/4 lying East of E. Fork Humptulips River

Section 25; NE1/4, NW1/4, SW1/4, N1/2 SE1/4, SW1/4SE1/4

Section 26; Portion of NE1/4NE1/4 lying East of E. Fork Humptulips River

Section 35; N1/2SE1/4

EXHIBIT C2

State Benefitted Property

Township 25 North, Range 2 West, W.M., Jefferson County, Washington,

Section 6; Lots 1, 2, 3, 4, 5, 6, 7, 11, 12, SW1/4NE1/4, SE1/4NW1/4, NW1/4SE1/4

Section 7; NE1/4NE1/4

Township 25 North, Range 13 West, W.M., Jefferson County, Washington,

Section 4; Lot 1

Township 29 North, Range 13 West, W.M., Clallam County, Washington

Section 7; Portion of NW1/4NW1/4, SW1/4NW1/4 lying West of E. Fork Dickey River

Township 29 North, Range 14 West, W.M., Clallam County, Washington

Section 11; Portion of SE1/4NE1/4, NE1/4SE1/4, E1/4SW1/4 lying East of Thunder Creek

Section 12; N1/2NW1/4, portions of NE1/4 & SE1/4 lying West of E. Fork Dickey River

Section 13; NW1/4NW1/4, S1/2NW1/4, NW1/4SW1/4

Section 14; Portion of S1/2NE1/4, E1/2 NW1/4, NE1/4SW1/4 & SE1/4 lying East of Thunder Creek

Section 23; Portion of NW1/4NE1/4 & NE1/4NW1/4 East of Thunder Creek & West of E. Fork Dickey River

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

Section 25; SW1/4NE1/4, NE1/4NW1/4, SW1/4SW1/4, NW1/4NW1/4

Section 26; Portion of NE1/4SW1/4, NW1/4SE1/4 lying East of Coal Creek

Section 36; Portion of N1/2NE1/4, N1/2 NW1/4, SW1/4NW1/4 lying North of Tributary of East Fork Dickey

Township 29 North, Range 15 West, W.M., Clallam County, Washington

Section 25; SW1/4NE1/4, SE1/4NW1/4, NE1/4SW1/4, NW1/4SE1/4

Section 26; Portion of NW1/4SE1/4, NE1/4SW1/4 lying East of Coal Creek

Section 36; Portion of N1/2 NE1/4, N1/2NW1/4, SW1/4NW1/4 lying North of Tributaries to Coal Creek & West Fork Dickey River

EXHIBIT C2

State Benefitted Property

Township 28 North, Range 14 West, W.M., Clallam County, Washington

Section 27; Portion of SW1/4NW1/4, NW1/4SW1/4, S1/2 SW1/4, SW1/4SE1/4 lying South of Maxfield Creek

Section 28; Portion of SE1/4NE1/4, SW1/4, SE1/4 lying South of Maxfield Creek

Section 32; E1/2NE1/4

Section 33; SE1/4NE1/4, W1/2NW1/4, E1/2SE1/4

Section 34; N1/2 NW1/4, SW1/4NW1/4, SW1/4, SE1/4

Section 35; SW1/4

EXHIBIT D

HCP Requirements

- 1) Rayonier shall promptly notify State of the following:
 - a) That Rayonier has discovered within the Rayonier Easement Area any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b) That Rayonier has discovered within the Rayonier Easement Area any live, dead, injured, or sick specimens of any listed species.
- 2) Notification required in subsection 1) must in all circumstances occur as soon as practicable but in any event within 24 hours.
- 3) Rayonier may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
- 4) Any application for a Forest Practices Permit submitted by Rayonier for activities on the Rayonier Easement Area must identify that the Rayonier Easement Area is covered by the HCP.

EXHIBIT E

Operational Requirements

- Roads may not be used when continued use will result in excessive damage due to weather or other conditions as determined by the fee owner.
- No snow removal without permission from the fee owner, which shall not be unreasonably withheld.
- Gates must be kept closed and locked when not hauling. Caution signage must be used when there are safety concerns to ingress and egress. CB Channel(s) must be clearly posted with visible mileage markers along active haul route(s).
- All methods of chemical weed control shall be approved in writing by the fee owner prior to beginning such activities. No aerial spraying is permitted without prior approval by the fee owner.