



TIMBER NOTICE OF SALE

SALE NAME: NAKIA CREEK SALVAGE

AGREEMENT NO: 30-105102

AUCTION: October 26, 2023 starting at 10:00 a.m., COUNTY: Clark
Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 22 miles East of Battle Ground, WA

PRODUCTS SOLD AND SALE AREA:

All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with yellow paint, leave trees marked with blue paint, and all down timber greater than 30 inches diameter bound by the following:

Unit 1, White "timber sale boundary" tags and pink flagging, pink flagging and reprod, pink flagging and property lines;

Unit 2, White "timber sale boundary" tags and pink flagging, pink flagging and the L-1500 road;

Unit 3, White "timber sale boundary" tags and pink flagging, pink flagging and the L-1500 road, pink flagging and the L-1532 road;

Unit 4, White "timber sale boundary" tags and pink flagging, pink flagging and reprod, pink flagging and property lines;

All forest products above located on part(s) of Sections 28, 29, 32 and 34 all in Township 3 North, Range 4 East, W.M., containing 166 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, Total \$/MBF, and MBF by Grade (1P, 2P, 3P, SM, 1S, 2S, 3S, 4S, UT). Rows include Douglas fir, Noble fir, Hemlock, Red alder, and Sale Total.

MINIMUM BID: \$261/MBF (est. value \$687,000.00) BID METHOD: Sealed Bids

PERFORMANCE SECURITY: \$100,000.00 SALE TYPE: MBF Scale

EXPIRATION DATE: October 31, 2025 ALLOCATION: Export Restricted

BIDDABLE SPECIES: Douglas fir

BID DEPOSIT: \$68,700.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.



TIMBER NOTICE OF SALE

HARVEST METHOD: Cable, Cable-Assist, Shovel, and Track skidder. This sale is estimated to be 15 percent cable and cable assist and 85 percent ground based yarding. A detailed felling and yarding plan shall be required prior to any harvest activities. Shovel yarding is restricted to slopes of 40 percent or less. Cable-Assist systems will not be permitted on slopes over 70 percent. 6 Wheeled skidder with tracks similar to ECO-TRACKS™, will not be permitted on sustained slopes over 40 percent. For additional harvest requirements, refer to the H-140 clause in the contract. Falling and Yarding will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

ROADS: 2.65 stations of optional construction. 28.39 stations of optional reconstruction. 600.08 stations of required prehaul maintenance. 31.04 stations of abandonment, if built. Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile on state land at no charge to the Purchaser: L-1401 Stockpile, L-1050 Stockpiles, L-1001B Stockpiles. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator. See Road Plan for further details. All road work will not be permitted from October 1 to April 30 unless authorized in writing by the Contract Administrator. The hauling of forest products will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

ACREAGE DETERMINATION

CRUISE METHOD: Acres determined by GPS. The sale area was cruised using a variable plot cruise method.

FEES: \$46,308.00 is due on day of sale. \$9.00 per MBF is due upon removal. This is in addition to the bid price.

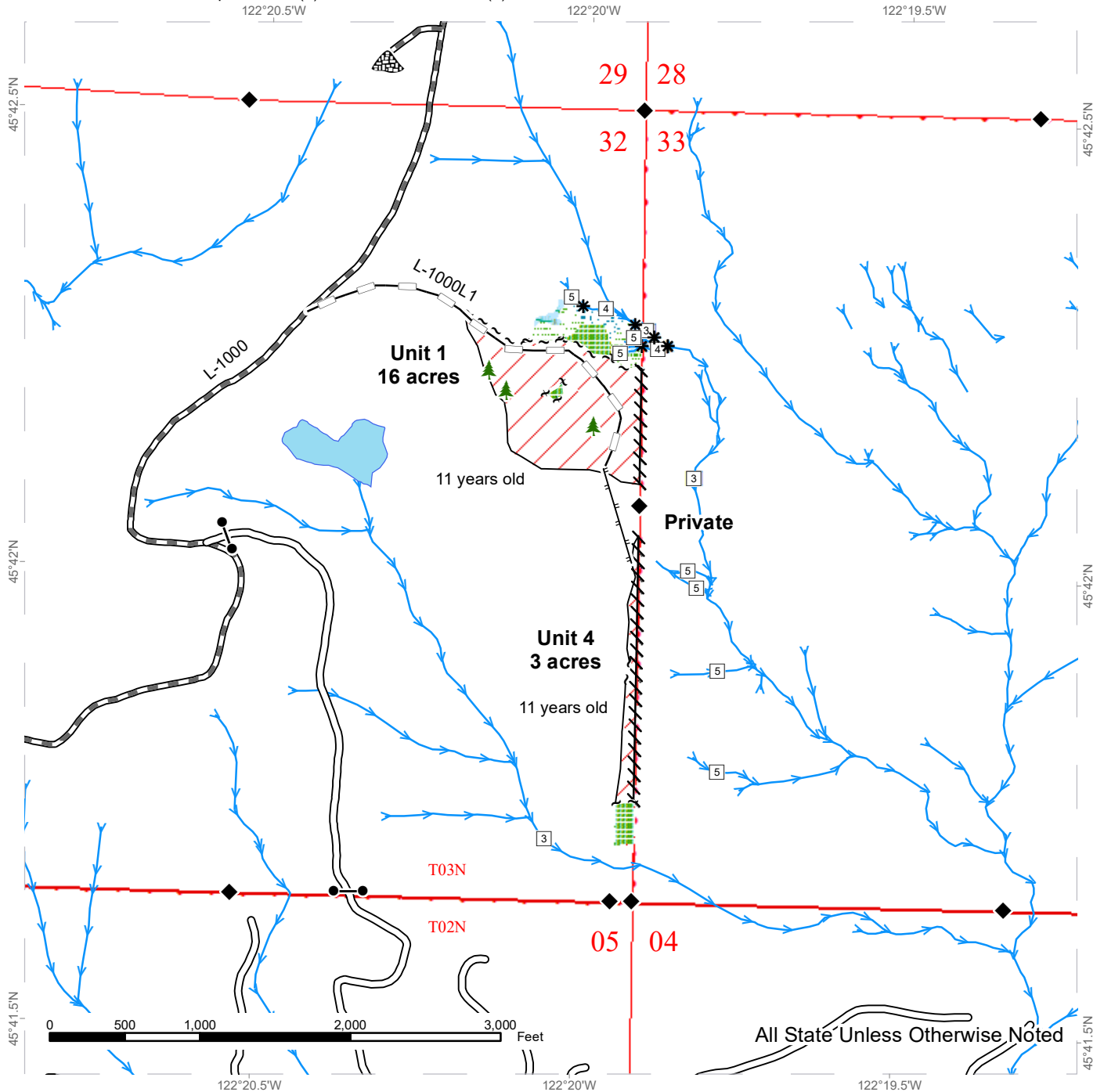
SPECIAL REMARKS: Any hazard trees can be felled and left on site, notify contract administrator. Includes trees in RMZ's and leave tree areas. Where operationally feasible, hazard trees felled for safety within RMZs shall be felled towards the streams. Hazard Abatement shall be required along the L-1500, L-1530 and L-1532 roads.

No operations shall occur on weekends or State recognized holidays.

TIMBER SALE MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT #: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



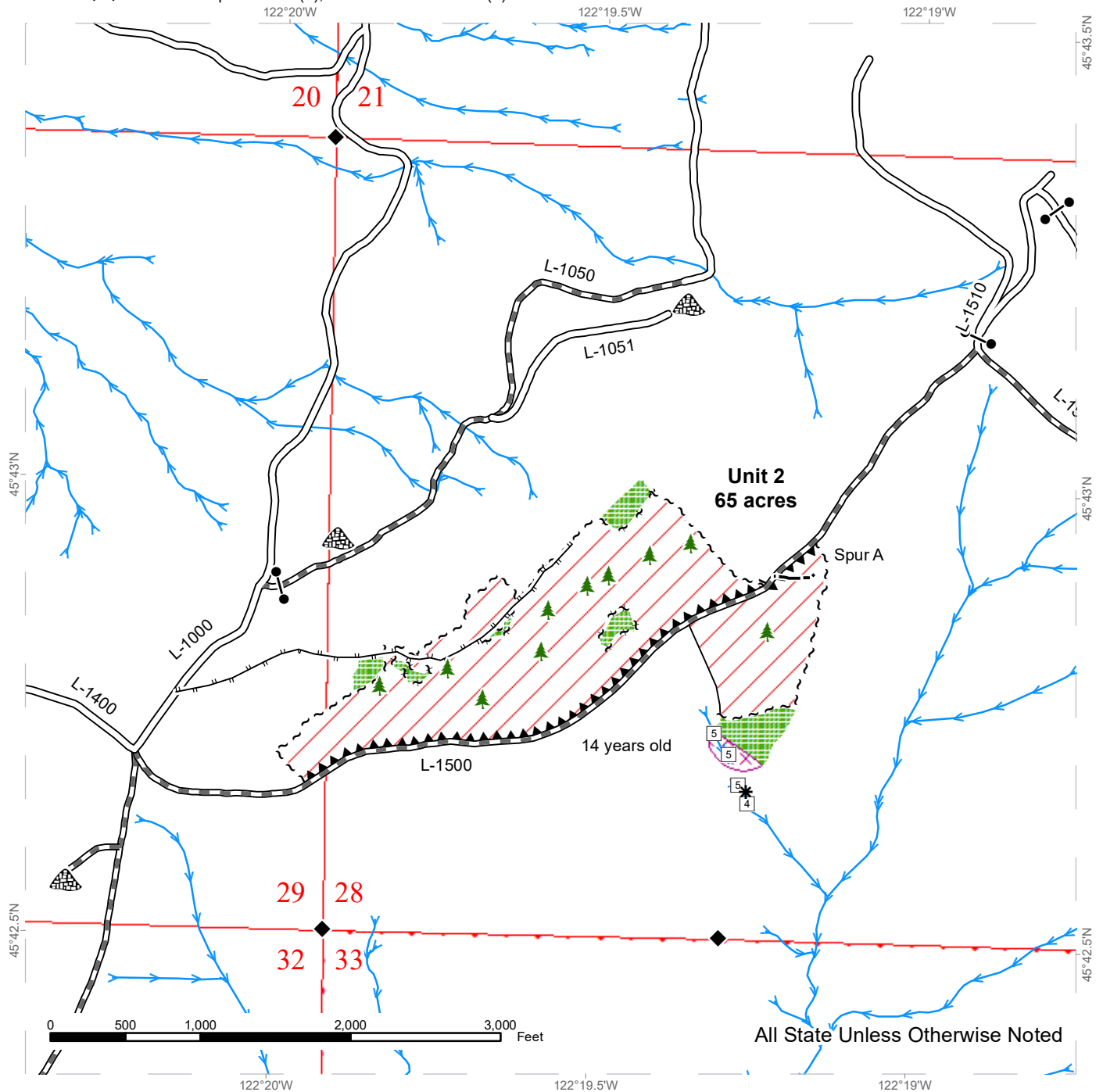
Variable Retention Harvest	Sale Boundary Tags	Streams
Leave Tree Area	Leave Tree Tags	Stream Type
Riparian Mgt Zone	Flag Line	Stream Type Break
Forested Wetland	Timber Type Change	Gate (PCP 1-1)
Wetland Mgt Zone	Existing Roads	Leave Tree Area <1/4-acre
	Optional Reconstruction	Stockpile
	Required Pre-Haul Maintenance	
	Designated Skid Trail	



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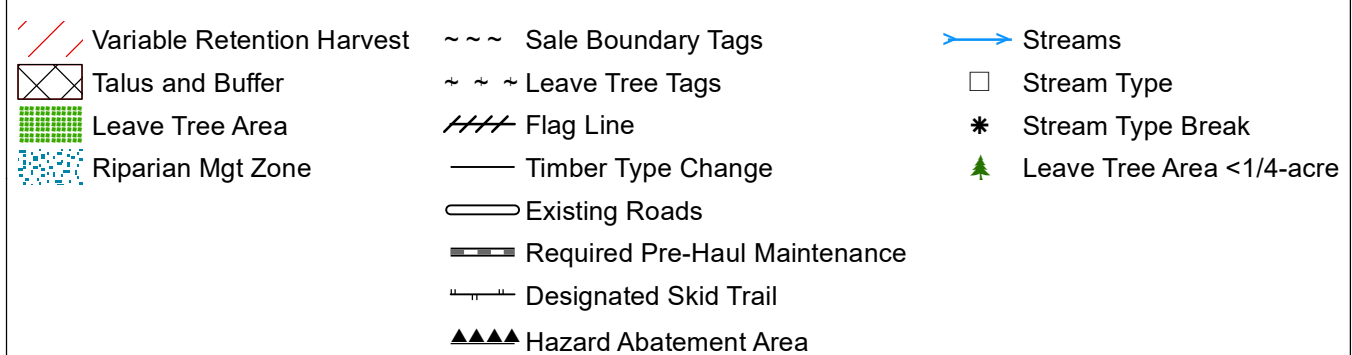
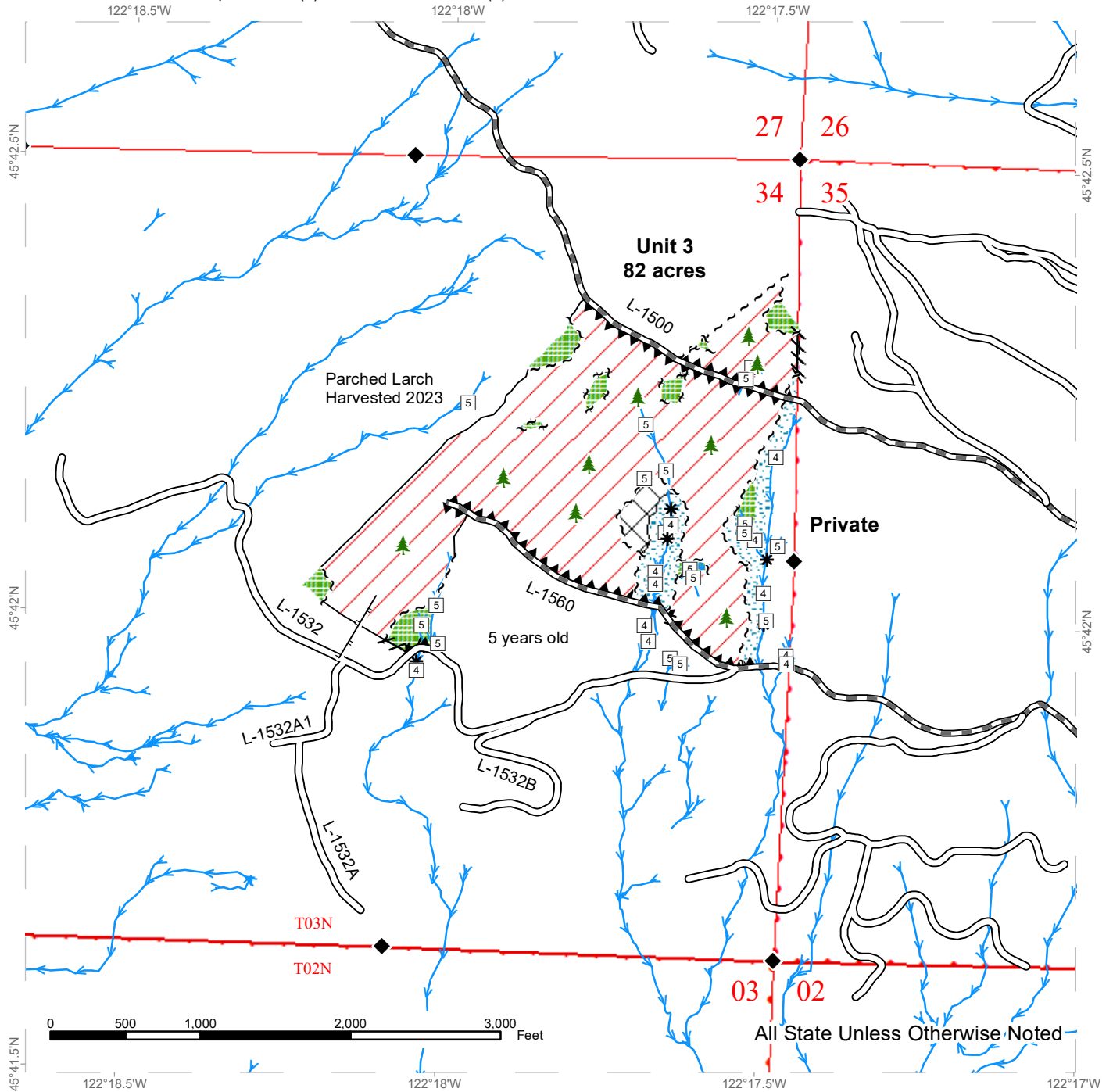
	Variable Retention Harvest		Sale Boundary Tags		Streams
	Leave Tree Area		Leave Tree Tags		Stream Type
	Potentially Unstable Slopes		Timber Type Change		Stream Type Break
			Existing Roads		Gate (PCP 1-1)
			Optional Construction		Leave Tree Area <1/4-acre
			Required Pre-Haul Maintenance		Stockpile
			Designated Skid Trail		
			Hazard Abatement Area		



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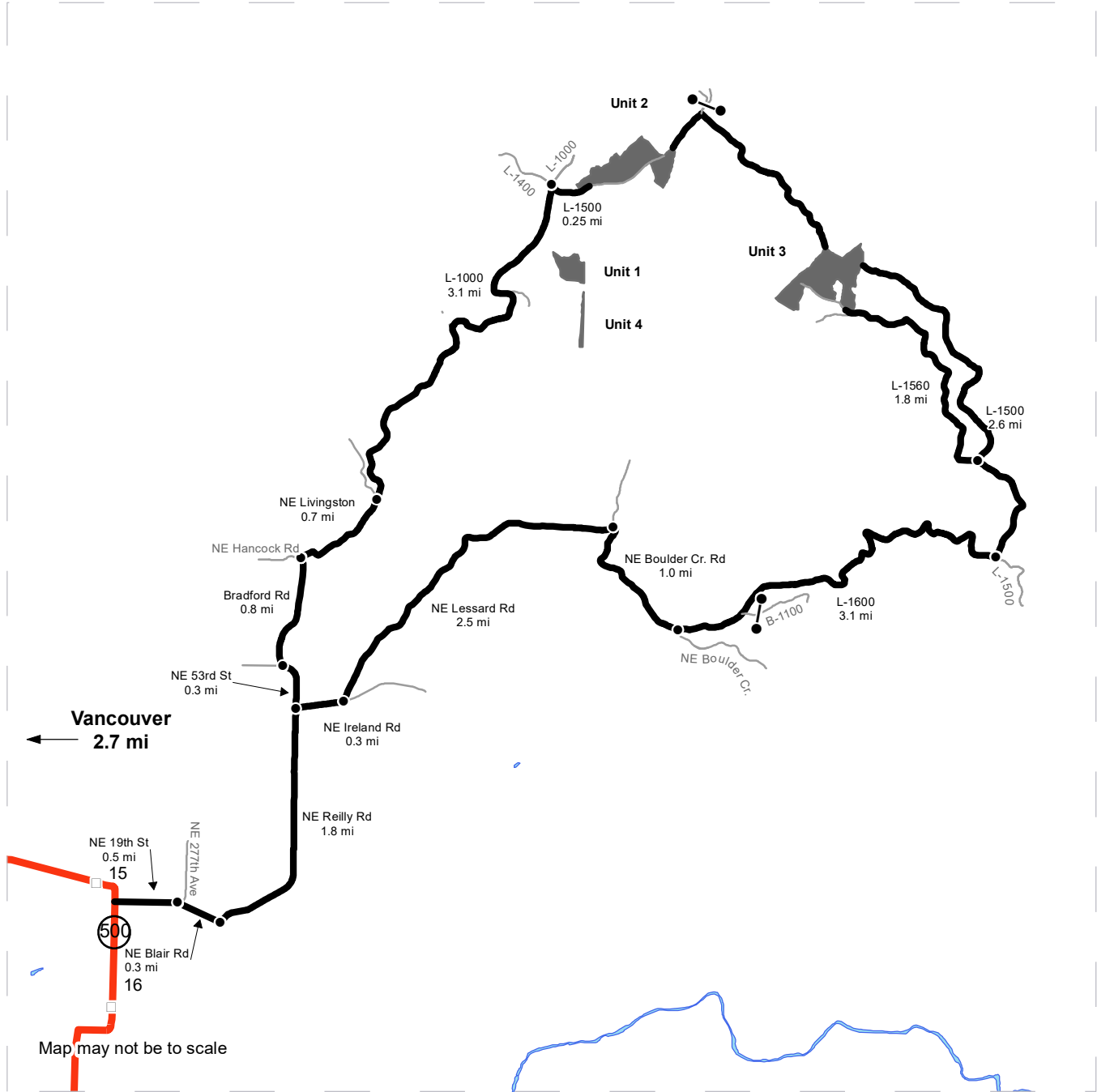
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DRIVING MAP

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	Timber Sale Unit
	Highway
	Haul Route
	Other Road
	Milepost Markers
	Distance Indicator
	Gate

DRIVING DIRECTIONS:
See Attached



Nakia Creek Salvage Driving Directions

From SR 500 (MP 15),

Turn east on NE 19th St. and follow for 0.5 miles

Veer right onto NE Blair Rd. for 0.3 miles

Turn left on to NE Reilly Rd. for 1.8 miles

Units 1 and 4:

Continue onto NE 53rd St. for 0.3 miles

Veer right onto Bradford Rd. for 0.8 miles

Turn right onto NE Livingston Rd. for 0.7 miles

Continue on L-1000 road for 3 miles

The L-1000L1 road is on the right

Units are accessed by foot

Unit 2:

From L-1000L1 Rd.

Continue for 0.3 miles

At the junction, turn right onto the L-1500 Rd.

Continue for 0.25 miles

Unit 2 is to the North.

Unit 3:

From NE Reilly Rd.

Turn right onto NE Ireland Rd. for 0.3 miles

Turn left onto NE Lessard Rd. for 2.5 miles

Continue onto NE Boulder Creek Rd. for 1.0 mile

Veer left onto the L-1600 (Jones Creek ORV Area).

Follow L-1600 for 3 miles

Turn left onto the L-1500 after 0.9 miles

Bottom of Unit 3: Turn Left onto L-1560 for 1.8 miles

Top of Unit 3: continue on the L-1500 for 2.6 miles

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted MBF Scale AGREEMENT NO. 30-0105102

SALE NAME: NAKIA CREEK SALVAGE

**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-010 Products Sold and Sale Area

Purchaser was the successful bidder on October 26, 2023 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with yellow paint, leave trees marked with blue paint, and all down timber greater than 30 inches diameter bound by the following:

Unit 1, White "timber sale boundary" tags and pink flagging, pink flagging and reprod, pink flagging and property lines;

Unit 2, White "timber sale boundary" tags and pink flagging, pink flagging and the L-1500 road;

Unit 3, White "timber sale boundary" tags and pink flagging, pink flagging and the L-1500 road, pink flagging and the L-1532 road;

Unit 4, White "timber sale boundary" tags and pink flagging, pink flagging and reprod, pink flagging and property lines;, located on approximately 166 acres on part(s) of Sections 28, 29, 32, and 34 all in Township 3 North, Range 4 East W.M. in Clark County(s) as shown on the attached timber sale map and as designated on the sale area.

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-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to October 31, 2025.

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-050 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 contract value based on the contract payment rate and advertised volume.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the contract value based on the contract payment rate base and advertised volume.

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 timber value of the contract.

To determine the unpaid portion of the contract, multiply the contract payment rate for each item by the remaining volume for each item based on the volumes from the Timber Notice of Sale. In addition, all cash deposits that can be used for timber payments, except the initial deposit, will be deducted from the unpaid portion of the contract.

- e. Payment of \$30.00 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-090 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, added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-100 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 shall be paid for at the same rate and manner as other forest products under this contract.

G-105 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 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 same rate and manner as other forest products under this contract.

G-110 Title and Risk of Loss

Title to the forest products conveyed passes at confirmation of the sale. Purchaser bears the risk of loss of or damage to and has an insurable interest in the forest products in this contract from the time of confirmation of the sale of forest products. In the event of loss of or damage to the forest products after passage of title, whether the cause is foreseeable or unforeseeable, the forest products shall be paid for by Purchaser. Breach of this contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this contract shall revert to the State as provided in RCW 79.15.100.

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 Castle Rock, 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; L-1000, L-1000L1, L-1001B, L-1050, L-1400, L-1401, L-1500, L-1530, L-1532, L-1560, L-1600 and Spur A roads. 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 L-1000 and L-1500 roads, unless authority is granted in writing by the Contract Administrator.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-010 Initial Deposit

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

P-021 Payment for Forest Products

Purchaser agrees to pay the following rates per MBF Scribner net log scale for forest products conveyed and cut or removed from the sale area plus \$46,308.00 on day of sale and \$9.00 per MBF upon removal in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

DATA MISSING

Species that are conveyed but are not listed in the table above shall be paid for at a rate to be determined by the State.

Utility logs, special cull and peelable cull logs of all species, included on loads of logs that are required to be removed and scaled per clause H-150 will be paid for on an adjusted gross scale basis at the rate of \$20.00 per MBF plus fees.

P-027 Payment for Removal of Optional Forest Products

Purchaser agrees to weigh all loads and pay the rate of \$2.00 per ton for forest products approved for removal from the sale area under clause H-157.

P-040 Weighing and Scaling Costs

Purchaser agrees to pay for all scaling and weighing costs for logs and other products sold under this contract. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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-052 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this contract the State will compute and forward to the Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the Pacific Cascade region office on or before the date shown on the billing statement.

If a third party LLRS is not required by this contract, Purchaser shall pay for forest products removed on a monthly basis. Payments will be submitted to the office listed above on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the State with at least one payment each month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

Payment will be based on the contract rate multiplied by the tons (tonnage contracts) or volume (mbf contracts) removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and weight or volume for each load.

P-070 Payment for Products: Damage, Theft, Loss, or Mismatch

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-021 shall apply.

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 L: Log Definitions and Accountability

L-010 Forest Products Conveyed

Forest products conveyed are all logs or parts of logs described by the 'Products Sold and Sale Area' (G-010) clause meeting the removal requirements listed in the 'Required Removal of Forest Products' (H-150) clause.

L-020 Short Logs - Peeler Blocks

Logs or parts of logs which are removed from the sale area that fail to meet the minimum gross length requirements shall be scaled and graded as short logs or peeler blocks. Such material shall be paid for at the forest products rates specified in this contract.

L-040 Utility Logs

Utility logs are logs that meet the minimum utility log standards as described by the log scaling rules applicable for this contract.

L-060 Load Tickets

Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the State to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the contract, or as otherwise required by the Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

The State may also treat load tickets either not accounted for or not returned as lost forest products per clause P-070. All costs associated with computing the billings for lost forest products shall be borne by Purchaser

L-070 Purchaser to Furnish Log Scale Information

Purchaser agrees to furnish the State with scaling information, supplied by a third party scaling organization showing the scale, count, and measure of forest products removed during each billing period unless the scale, count, and measure is performed by the State.

L-071 Log and Load Reporting Service

This contract requires the use of a State approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 1 business day of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the State.

If during the term of this contract, the State discontinues use of the LLRS, the State will notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the State.

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling

organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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

L-120 Long Log Taper Distribution

Forest products over 40 feet long plus trim shall be segment scaled and the lower segment diameters shall be determined using actual taper. In order to utilize taper rules for determining segment diameters for poles and pilings greater than 40 feet in length plus trim, Purchaser must request use of a Pole and Piling Scaling Specification Agreement on file in the region office. Approval for usage of a special Pole and Piling Scaling Specification Agreement may be granted at the sole discretion of the State.

Following State approval for usage of the Pole and Piling Scaling Specification Agreement, the Brand Designation form shall be amended to incorporate the long log taper rules. The volume reported by the scaling organization for forest products over 40 feet plus trim will be expanded by 5 percent and the additional 5 percent volume shall be billed to the purchaser at the contract rate.

L-130 Conversion Factors

Forest products removed from the sale area that are not measured in units specified in the 'Payment for Forest Products' clause of this contract shall be converted to board feet using Department of Natural Resources' standard conversion factors.

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 14 feet in width, including rub trees.
- b. Skid trails shall not cover more than 5 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 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-030 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of forest products and other valuable materials conveyed.

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 all units. The plan shall address the felling and yarding, 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-052 Branding and Painting

Forest products shall be branded with a brand furnished by the State prior to removal from the landing. 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-060 Skid Trail Locations

Locations of skid trails must be marked by Purchaser and approved by the Contract Administrator prior to the felling of timber.

H-080 Snags Not to be Felled

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

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-assist, shovel, tracked skidder and 6 Wheeled Skidder Similar to Eco Tracks. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted on the L-1000, L-1000L1, L-1500, L-1530, L-1532 and L-1560 roads from November 1 to April 30 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. Active Haul Routes will be posted with CB channels by Purchaser.

B. No operations shall occur on weekends or State recognized holidays.

C. Ground based yarding equipment shall only operate during dry soil conditions.

D. Ground based yarding equipment will not be permitted on sustained slopes over 40 percent.

E. Sediment delivery from roads will not be allowed. Hauling operations will be shut down as needed until conditions improve or work can be completed that eliminates the delivery of sediment.

F. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. If trees 60 inches DBH or greater needs to be felled for safety reasons, trees will be left where felled.

G. 6 Wheeled skidder with tracks similar to ECO-TRACKS™, will not be permitted on sustained slopes over 40 percent.

H. All skid trails used by the 6 wheel dive skidder shall be identified by the purchaser and approved by the Contract Administrator in writing.

I. Cable assist operations will not be permitted on slopes over 70 percent.

J. Cable-assist will only be allowed in areas where a written harvest plan has been provided to the CA and the CA has provided written approval for cable-assist logging to occur.

K. Tailhold locations will be marked by the purchaser to avoid Rule Identified Landforms and approved in writing by the Contract Administrator prior to commencement of operations.

L. Designated skid trail will be required access for Unit 4.

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

H-150 Required Removal of Forest Products

Purchaser shall remove from the sale area and present for scaling or weighing all forest products conveyed in the G-010 clause that meet the following minimum dimensions:

Species	Net bd ft	Log length (ft)	Log dib
Conifer	10	12	5
Hardwoods	20	16	5

The State may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this contract. At the State's option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-027 shall apply.

Forest products designated as optional shall be decked separately from forest products designated as required for removal. Prior to removal from the sale area, optional forest products as described in this clause must be inspected and approved by the Contract Administrator. Optional forest products may not be mixed with forest products that are required for removal by this contract and shall be removed from the sale area in separate truck loads using load tickets specified by the Contract Administrator.

All material removed under this clause is subject to the same log and load accountability rules as defined in the Log Definitions and Accountability section of this contract. Purchaser shall follow the payment procedures as required in the P-052 clause and will submit a separate summary report for all forest products removed from the sale area under the authority of this clause.

H-160 Mismanufacture

Mismanufacture is defined as forest products remaining on the sale area that would have met the specifications in clause H-150 if bucking lengths had been varied to include such products.

The State may treat mismanufacture as a breach of this contract. At the State's option, forest products that are left on the sale area may be scaled for volume by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling and computing the billing will be borne by Purchaser.

H-180 Removal of Specialized Forest Products or Firewood

Prior to the removal of conveyed specialized forest products or firewood from the sale area, Purchaser and the State shall agree in writing to the method of accounting for/and removal of such products.

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 05/15/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on L-1000L1, L-1001B, L-1401 and Spur A roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on all roads not listed in Clause C-050. 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-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

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-020 Extreme Hazard Abatement

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

Unit 2 along the L-1500 and Unit 3 along the L-1500, L-1530 and L-1532 roads.

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-040 Noxious Weed Control

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

S-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-110 Resource Protection

No ground based equipment may operate within 25 feet of type 5 streams unless authority is granted in writing by the Contract Administrator.

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-010 Liquidated Damages

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

understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-020 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the contract term results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

$$LD = .35V-ID-P+C+A$$

Where:

LD = Liquidated Damage value.

V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal volume to date from the State's cruise volume multiplied by the contract bid rates.

ID = Initial Deposit paid at date of contract that has not been applied to timber payments.

P = Advance payments received but not yet applied to specific contract requirements.

C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.

A = Administrative Fee = \$2,500.00.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula: $\text{Interest} = r \times LD \times N$.

Where:

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

LD = Liquidated damage value.

N = Number of days from date of breach to date payment is received.

D-030 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the State can result in substantial injury to the State. Failure to properly account for loads and scaling and/or weighing information can result in loss to the State. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the State's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and \$250 each unused ticket that is not returned to the State, for any reason.

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 all harvest units.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Scott Sargent

Print Name

Pacific Cascade 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 _____

PRE-CRUISE NARRATIVE

Sale Name: Nakia Creek Salvage	Region: Pacific Cascade
Agreement #: 30-105102	District: Yacolt
Contact Forester: Janessa Cimfl Phone / Location: (360) 827-2283	County(s): Clark
Alternate Contact: Aaron Nelson Phone / Location: (360) 601-0296	Other information:

Type of Sale: MBF Scale	Enter % of sale acres
Harvest System: Ground based	85
Harvest System: Uphill Cable	15

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	32 03N 04E	7	23	4	1	2		16	GPS (Garmin)
2	28 03N 04E	1, 7	72	0	6	1		65	GPS (Garmin)
3	34 03N 04E	7	101	10	6	1	2 (talus)	82	GPS (Garmin)
4	32 03N 04E	7	4	0	1	0		3	GPS (Garmin)
TOTAL ACRES			199	14	14	4	2	166	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1 VRH	Bounded by white "timber sale boundary" tags and pink flagging, reprod and pink flagging. Private property boundaries are marked with pink flagging. Individual reserve trees are marked with a yellow ring of paint.	VRH	152 leave trees clumped and scattered

2 VRH	Bounded by white "timber sale boundary" tags and pink flagging, the L-1500 road and pink flagging. Reserve trees are marked with yellow "Leave Tree Area" tags and pink flagging. Individual reserve trees are marked with a yellow ring of paint. Road centerlines are marked with orange flagging and stakes.	VRH	595 leave trees clumped and scattered
3 VRH	Bounded by white "timber sale boundary" tags and pink flagging, the L-1500 road and pink flagging, reprod and pink flagging. Reserve trees are marked with yellow "Leave Tree Area" tags and pink flagging. Individual reserve trees are marked with a yellow ring of paint.	VRH	648 leave trees clumped and scattered
4 VRH	Bounded by white "timber sale boundary" tags and pink flagging, reprod and pink flagging. Private property boundaries are marked with pink flagging.	VRH	28 leave trees clumped

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF 428 mbf	Accessed from the L-1000 and L-1000L1	Logging Plan Map/ Cruise Maps and Driving Map
2	DF, NF 1494 mbf	Accessed from the L-1500	Logging Plan Map/ Cruise Maps and Driving Map
3	DF, NF 712 mbf	Accessed from the L-1500 and the L-1560	Logging Plan Map/ Cruise Maps and Driving Map
4	DF 89 mbf	Accessed from the L-1000 and L-1000L1	Logging Plan Map/ Cruise Maps and Driving Map
TOTAL MBF	2723 mbf		

REMARKS:

Foot access only to Unit 4

Prepared By: Janessa Cimfl Date: 02/28/2023	Title: NRS1	CC:
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Timber Sale Cruise Report Nakia Creek Salvage

Sale Name: NAKIA CREEK SALVAGE

Sale Type: MBF SCALE

Region: PACIFIC CASC

District: YACOLT

Lead Cruiser: A Herrman

Other Cruisers: B Warnstadt, D Buchanan

Cruise Narrative:

Location:

Nakia Creek Salvage is located in Yacolt Burn State Forest, 9 miles northeast of Camas, WA.

Units 2 and 3 have excellent road access via the L-1500 and L-1530 forest roads. Units 1 and 4 require a walk-in on abandoned roads L-1000L1 and L-1000L2.

Cruise Design:

161 variable radius plots were used to count 644 trees, of which 382 were measured.

Diameters were measured to the nearest whole inch. Bole heights were measured to a 5" top or estimated break point.

Trees were segmented into lengths based on a preference for long logs and taking into account location of defect. Preferred length for conifers is 40'. Preferred length for hardwoods is 30'.

Trees killed by the Nakia Creek Fire are included in this cruise. They are labelled "DEAD". Some contain salvageable wood, others do not. In most cases, dead trees have no surviving crown or only minimal crown remaining. To determine salvageability, dead trees were sounded with an axe and/or had their inner wood exposed for examination.

Timber Quality:

Douglas-fir is the predominant species in all units. Bole lengths average short. Most are in the 60'-70' range. Broken/split tops and spike knots suggest repeated crown damage. Lower limb retention limits the potential for high quality sorts.

Burn damage and tree mortality vary throughout the sale. Small parts of each unit saw no fire at all. Some places experienced low-intensity understory burning that caused only minor damage. Other areas were ravaged and contain no surviving trees. Unit 3 appears to have burned the hottest, with over half the unit scorched over.

In hard hit areas, dead trees show signs of advancing decay and wood loss. Evidence of beetles, fungus, bark seepage, and internal knot burning were observed. Most trees exhibiting these symptoms were completely culled.

Logging and Stand Conditions:

A majority of the sale lays on moderate slopes that can be ground harvested.

Since most of the understory burned away, foot travel and line-of-sight through the stand is excellent.

However, burned out stump holes, snags, and weakened trees create dangerous working conditions. Rocky terrain in places may result in additional breakage when falling trees.

General Remarks:

Forest roads around Nakia Creek Salvage are heavily trafficked. Use caution.

Please refer to 'Nakia Creek Salvage Cruise Addendum' for maps and pictures.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	20.8	7.8		2,564	12	1,641	758	140	13
NF	16.8			69		37	19	12	1
WH	21.0			67		41	24	1	1
RA	13.5			24			13	11	
ALL	20.3	7.8		2,723	12	1,719	813	164	16

Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	24,966	102	13,736	9,203	1,809	116
WH	684		380	282	8	15
NF	645		335	167	133	11
RA	189			82	107	
ALL	26,484	102	14,450	9,734	2,057	141

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 (%)
213.4	3.2	75.5	3.3	16,503	5.2

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
NAKIA CREEK SALVAGE U1	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	16.0	19.1	15	15	0
NAKIA CREEK SALVAGE U2	B1C: VR, 1 BAF (62.5) Measure/ Count Plots, Sighting Ht = 4.5 ft	65.0	72.5	64	30	2
NAKIA CREEK SALVAGE U3	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	81.0	89.3	77	40	0
NAKIA CREEK SALVAGE U4	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	3.0	3.5	5	4	0
All		165.0	184.4	161	89	2

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	DEAD	2 SAW	Domestic	15.1	40	2,326	1,444	37.9	2,809.5	238.2
DF	DEAD	2 SAW	HQ-B	12.1	40	112	94	15.8	151.0	15.5
DF	DEAD	3 SAW	Domestic	9.7	38	1,901	1,049	44.8	2,922.1	173.1
DF	DEAD	3 SAW	HQ-B	10.7	40	168	118	30.0	223.5	19.4
DF	DEAD	4 SAW	Domestic	6.1	25	329	219	33.4	571.5	36.2
DF	DEAD	CULL	Cull	7.7	28	5,461	0	100.0	0.0	0.0
DF	DEAD	SPECIAL MILL	HQ-A	20.7	40	105	74	30.0	101.9	12.2
DF	LIVE	2 SAW	Domestic	16.0	40	8,473	7,711	9.0	9,975.4	1,272.4
DF	LIVE	2 SAW	HQ-B	15.3	40	702	698	0.5	799.9	115.2
DF	LIVE	3 SAW	Domestic	9.1	38	3,547	3,169	10.7	5,694.8	522.9
DF	LIVE	3 SAW	HQ-B	11.1	40	256	256	0.0	363.0	42.2
DF	LIVE	4 SAW	Domestic	5.9	26	706	631	10.7	1,237.5	104.1
DF	LIVE	CULL	Cull	7.1	10	237	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	7.3	14	82	78	5.5	116.1	12.8
NF	LIVE	2 SAW	Domestic	15.1	40	261	221	15.2	334.8	36.5
NF	LIVE	3 SAW	Domestic	8.7	37	116	113	2.4	166.6	18.7
NF	LIVE	4 SAW	Domestic	5.6	32	73	73	0.8	133.1	12.0
NF	LIVE	CULL	Cull	12.6	5	1	0	100.0	0.0	0.0
NF	LIVE	UTILITY	Pulp	5.1	14	8	8	0.0	10.6	1.4
RA	LIVE	3 SAW	Domestic	10.7	30	77	77	0.0	82.1	12.8
RA	LIVE	4 SAW	Domestic	6.3	33	70	65	7.6	106.6	10.7
RA	LIVE	CULL	Cull	5.0	1	0	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	17.8	40	292	249	14.5	379.6	41.2
WH	LIVE	3 SAW	Domestic	8.8	39	152	143	6.0	281.6	23.5
WH	LIVE	4 SAW	Domestic	6.2	21	4	4	0.0	8.0	0.7
WH	LIVE	CULL	Cull	5.8	10	8	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	7.5	12	8	8	0.0	14.7	1.3

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	DEAD	Cull	5.9	25	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Cull	5.9	9	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	6.0	14	29	13.5	41.3	4.8
DF	5 - 7	DEAD	Domestic	6.1	28	323	31.8	877.7	53.3
DF	5 - 7	LIVE	Domestic	6.1	30	1,298	7.8	2,475.9	214.3
DF	8 - 11	LIVE	Pulp	9.0	14	43	0.0	68.6	7.1

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	8 - 11	LIVE	Cull	9.4	11	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.8	37	2,198	13.0	4,045.4	362.6
DF	8 - 11	DEAD	Cull	9.9	34	0	100.0	0.0	0.0
DF	8 - 11	DEAD	Domestic	10.2	38	885	46.8	2,496.3	146.1
DF	8 - 11	LIVE	HQ-B	10.5	40	256	0.0	363.0	42.2
DF	8 - 11	DEAD	HQ-B	10.7	40	118	30.0	223.5	19.4
DF	12 - 19	LIVE	Pulp	12.0	12	6	0.0	6.2	0.9
DF	12 - 19	DEAD	HQ-B	12.1	40	94	15.8	151.0	15.5
DF	12 - 19	LIVE	Cull	12.9	16	0	100.0	0.0	0.0
DF	12 - 19	DEAD	Cull	14.6	38	0	100.0	0.0	0.0
DF	12 - 19	DEAD	Domestic	14.7	39	1,235	38.4	2,506.6	203.9
DF	12 - 19	LIVE	HQ-B	14.7	40	542	0.7	651.7	89.5
DF	12 - 19	LIVE	Domestic	15.0	40	5,958	8.9	8,137.2	983.0
DF	20+	DEAD	Cull	20.5	40	0	100.0	0.0	0.0
DF	20+	DEAD	HQ-A	20.7	40	74	30.0	101.9	12.2
DF	20+	LIVE	HQ-B	21.0	40	156	0.0	148.2	25.8
DF	20+	DEAD	Domestic	21.5	40	268	35.3	422.5	44.2
DF	20+	LIVE	Domestic	22.4	39	2,058	8.7	2,249.1	339.5
DF	20+	LIVE	Cull	23.7	12	0	100.0	0.0	0.0
NF	5 - 7	LIVE	Pulp	5.1	14	8	0.0	10.6	1.4
NF	5 - 7	LIVE	Domestic	5.8	31	79	0.7	146.3	13.0
NF	8 - 11	LIVE	Domestic	8.8	37	107	2.5	153.4	17.7
NF	12 - 19	LIVE	Cull	12.6	5	0	100.0	0.0	0.0
NF	12 - 19	LIVE	Domestic	14.5	40	195	10.3	293.3	32.2
NF	20+	LIVE	Domestic	26.7	40	26	40.0	41.5	4.2
RA	5 - 7	LIVE	Cull	5.0	1	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.1	35	41	5.6	64.4	6.7
RA	8 - 11	LIVE	Domestic	9.9	30	102	2.8	124.3	16.8
WH	5 - 7	LIVE	Cull	5.4	10	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Pulp	6.3	12	5	0.0	9.3	0.8
WH	5 - 7	LIVE	Domestic	6.8	35	31	2.4	50.3	5.1
WH	8 - 11	LIVE	Pulp	9.0	13	3	0.0	5.4	0.5
WH	8 - 11	LIVE	Domestic	9.7	38	116	6.7	239.3	19.1
WH	12 - 19	LIVE	Cull	12.3	2	0	100.0	0.0	0.0
WH	12 - 19	LIVE	Domestic	14.9	40	105	13.5	188.4	17.4
WH	20+	LIVE	Domestic	24.8	40	144	15.2	191.2	23.8

Cruise Unit Report NAKIA CREEK SALVAGE U1

Unit Sale Notice Volume (MBF): NAKIA CREEK SALVAGE U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	18.4	8.0		428	290	112	25	0
ALL	18.4	8.0		428	290	112	25	0

Unit Cruise Design: NAKIA CREEK SALVAGE U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	16.0	19.1	15	15	0

Unit Cruise Summary: NAKIA CREEK SALVAGE U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	75	75	5.0	1
ALL	75	75	5.0	1

Unit Cruise Statistics: NAKIA CREEK SALVAGE U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	272.2	47.8	12.3	98.3	78.5	9.1	26,749	91.9	15.3
ALL	272.2	47.8	12.3	98.3	78.5	9.1	26,749	91.9	15.3

Unit Summary: NAKIA CREEK SALVAGE U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	DEAD	CUT	28	ALL	18.1	73	95	15,768	9,986	36.7	56.9	101.6	23.9	159.8
DF	LIVE	CUT	47	ALL	18.7	74	95	26,468	16,763	36.7	89.4	170.6	39.4	268.2
ALL	LIVE	CUT	47	ALL	18.7	74	95	26,468	16,763	36.7	89.4	170.6	39.4	268.2
ALL	DEAD	CUT	28	ALL	18.1	73	95	15,768	9,986	36.7	56.9	101.6	23.9	159.8
ALL	ALL	ALL	75	ALL	18.5	74	95	42,237	26,749	36.7	146.3	272.2	63.3	428.0

Cruise Unit Report NAKIA CREEK SALVAGE U2

Unit Sale Notice Volume (MBF): NAKIA CREEK SALVAGE U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	22.3	8.1		1,432	12	1,016	358	40	6
NF	17.9			29		22	1	6	
RA	13.5			24			13	11	
WH	20.0			9			8		1
ALL	21.6	8.1		1,494	12	1,038	380	57	7

Unit Cruise Design: NAKIA CREEK SALVAGE U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (62.5) Measure/Count Plots, Sighting Ht = 4.5 ft	65.0	72.5	64	30	2

Unit Cruise Summary: NAKIA CREEK SALVAGE U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	110	215	3.4	1
NF	5	5	0.1	0
RA	3	3	0.0	0
WH	1	2	0.0	0
ALL	119	225	3.5	1

Unit Cruise Statistics: NAKIA CREEK SALVAGE U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	210.0	51.5	6.4	104.9	42.5	4.0	22,028	66.8	7.6
NF	4.9	572.6	71.6	92.7	19.3	8.6	453	573.0	72.1
RA	2.9	592.5	74.1	123.4	12.6	7.2	361	592.6	74.4
WH	2.0	561.2	70.1	69.2	0.0	0.0	135	561.2	70.1
ALL	219.7	47.5	5.9	104.6	41.4	3.8	22,978	63.0	7.1

Unit Summary: NAKIA CREEK SALVAGE U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	DEAD	CUT	30	ALL	20.4	64	83	9,197	7,479	18.7	31.4	71.3	15.8	486.2
DF	LIVE	CUT	80	ALL	23.2	71	90	17,889	14,549	18.7	47.2	138.7	28.8	945.7
NF	LIVE	CUT	5	ALL	17.9	53	70	471	453	3.9	2.8	4.9	1.2	29.4
RA	LIVE	CUT	3	ALL	13.5	70	87	376	361	3.8	2.9	2.9	0.8	23.5
WH	LIVE	CUT	1	ALL	20.0	54	66	150	135	9.6	0.9	2.0	0.4	8.8
ALL	LIVE	CUT	89	ALL	22.5	70	88	18,886	15,499	17.9	53.8	148.4	31.2	1,007.4
ALL	DEAD	CUT	30	ALL	20.4	64	83	9,197	7,479	18.7	31.4	71.3	15.8	486.2
ALL	ALL	ALL	119	ALL	21.7	68	86	28,083	22,978	18.2	85.2	219.7	47.0	1,493.6

Cruise Unit Report NAKIA CREEK SALVAGE U3

Unit Sale Notice Volume (MBF): NAKIA CREEK SALVAGE U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	17.9	7.0		616	259	277	74	6
WH	21.1			58	41	16	1	1
NF	16.0			39	14	18	6	1
ALL	17.9	7.0		713	315	310	80	8

Unit Cruise Design: NAKIA CREEK SALVAGE U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	81.0	89.3	77	40	0

Unit Cruise Summary: NAKIA CREEK SALVAGE U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	156	307	4.0	1
WH	10	10	0.1	0
NF	8	8	0.1	0
ALL	174	325	4.2	1

Unit Cruise Statistics: NAKIA CREEK SALVAGE U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	187.2	37.2	4.2	40.6	105.5	8.4	7,600	111.9	9.5
WH	6.1	439.0	50.0	117.2	28.7	9.1	715	439.9	50.8
NF	4.9	369.0	42.0	99.0	24.9	8.8	483	369.8	43.0
ALL	198.1	30.2	3.4	44.4	105.0	8.0	8,798	109.3	8.7

Unit Summary: NAKIA CREEK SALVAGE U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	DEAD	CUT	107	ALL	17.6	58	77	12,870	5,298	58.8	77.2	130.5	31.1	429.1
DF	LIVE	CUT	49	ALL	18.7	61	76	5,593	2,302	58.8	29.7	56.7	13.1	186.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
NF	LIVE	CUT	8	ALL	16.0	59	74	557	483	13.4	3.5	4.9	1.2	39.1
WH	LIVE	CUT	10	ALL	21.1	62	78	824	715	13.2	2.5	6.1	1.3	57.9
ALL	LIVE	CUT	67	ALL	18.6	60	76	6,974	3,500	49.8	35.7	67.7	15.7	283.5
ALL	DEAD	CUT	107	ALL	17.6	58	77	12,870	5,298	58.8	77.2	130.5	31.1	429.1
ALL	ALL	ALL	174	ALL	17.9	59	77	19,845	8,798	55.7	112.9	198.1	46.8	712.6

Cruise Unit Report NAKIA CREEK SALVAGE U4

Unit Sale Notice Volume (MBF): NAKIA CREEK SALVAGE U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	27.3			89	76	11	2
ALL	27.3			89	76	11	2

Unit Cruise Design: NAKIA CREEK SALVAGE U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	3.0	3.5	5	4	0

Unit Cruise Summary: NAKIA CREEK SALVAGE U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	14	19	3.8	0
ALL	14	19	3.8	0

Unit Cruise Statistics: NAKIA CREEK SALVAGE 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	178.4	47.1	21.1	165.8	18.5	4.9	29,578	50.6	21.6
ALL	178.4	47.1	21.1	165.8	18.5	4.9	29,578	50.6	21.6

Unit Summary: NAKIA CREEK SALVAGE U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	14	ALL	27.3	88	111	31,666	29,578	6.6	43.9	178.4	34.1	88.7
ALL	LIVE	CUT	14	ALL	27.3	88	111	31,666	29,578	6.6	43.9	178.4	34.1	88.7
ALL	ALL	ALL	14	ALL	27.3	88	111	31,666	29,578	6.6	43.9	178.4	34.1	88.7



**Forest Practices Application/Notification
Notice of Decision**

FPA/N No: 2941575

Effective Date: 7/14/2023

Expiration Date: 7/14/2026

Shut Down Zone: 660 ; .

EARR Tax Credit: Eligible Non-eligible

Reference: Nakia Creek Salvage
30-105102

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

No additional conditions.

Issued By: Michael Rutledge

Region: Pacific Cascade Region

Title: Forest Practices Forester

Date: 7/14/2023

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP

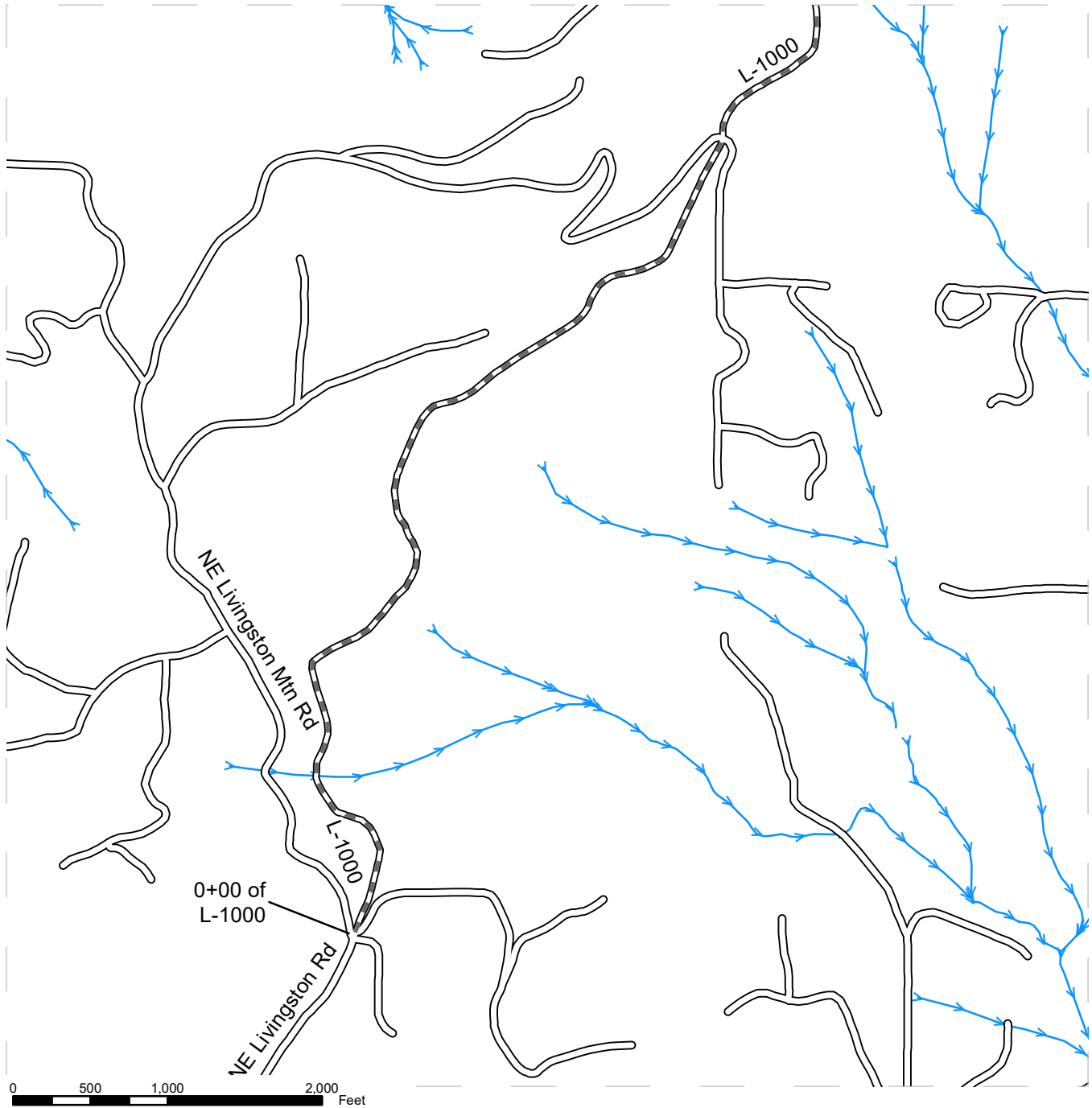
By: Jacqui Fahr

Date: 7/14/2023

ROAD PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



Legend:

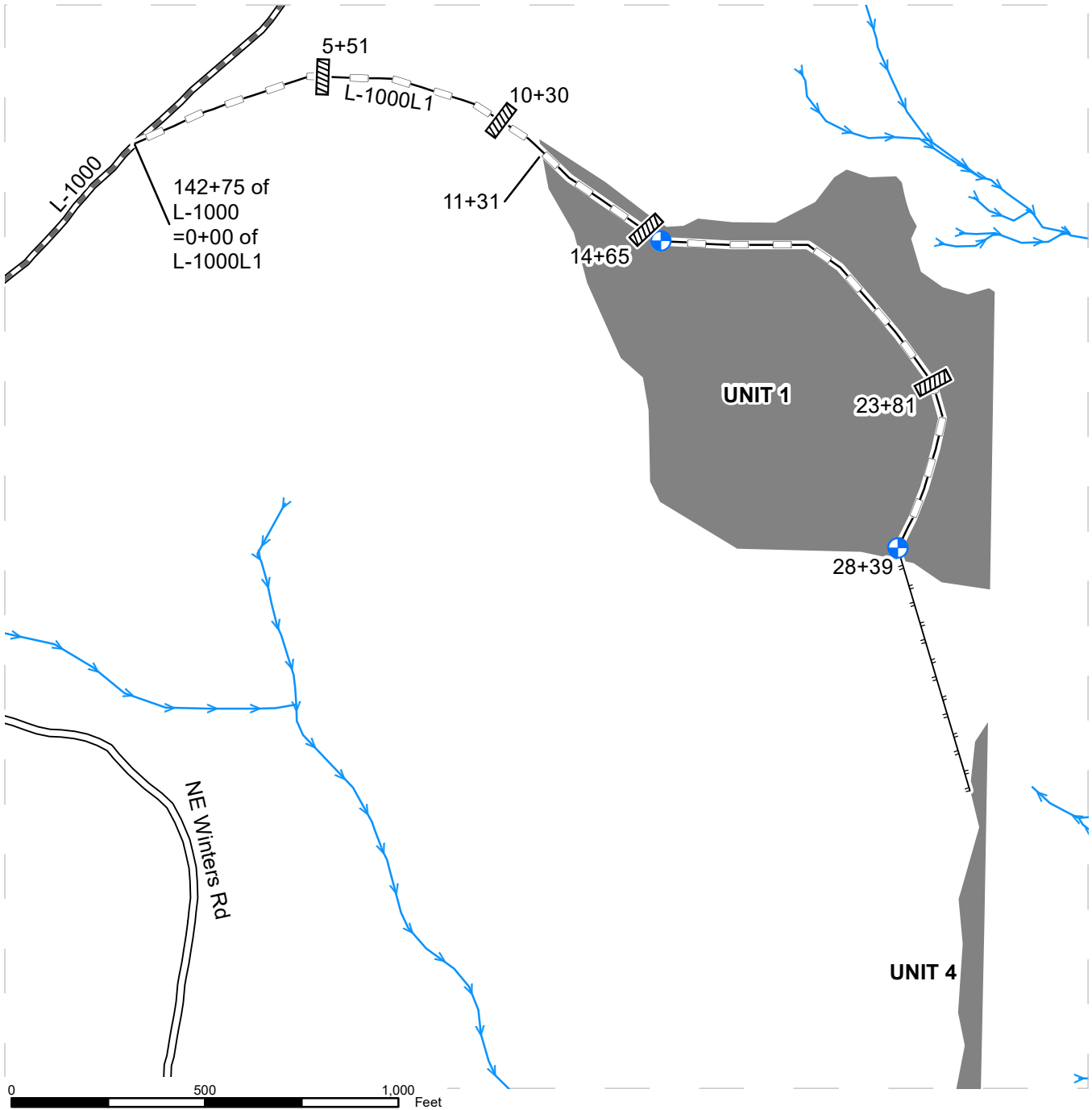
- Existing Roads
- Required Pre-Haul Maintenance
- Streams

North Arrow

ROAD PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



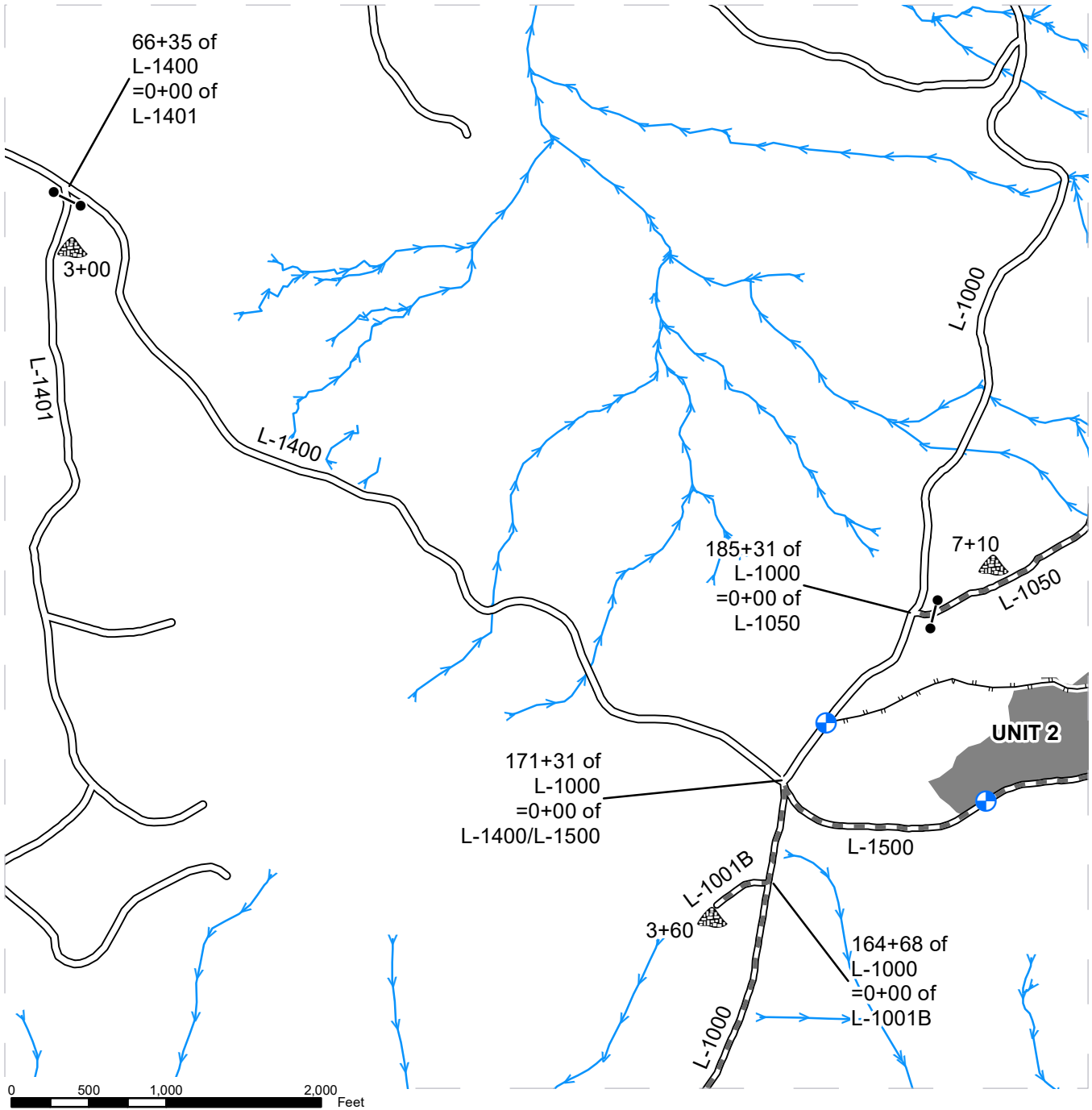
Existing Roads	Culvert	Harvest Unit
Required Pre-Haul Maintenance	Landing - Proposed	Streams
Optional Reconstruction		
Designated Skid Trail		



ROAD PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



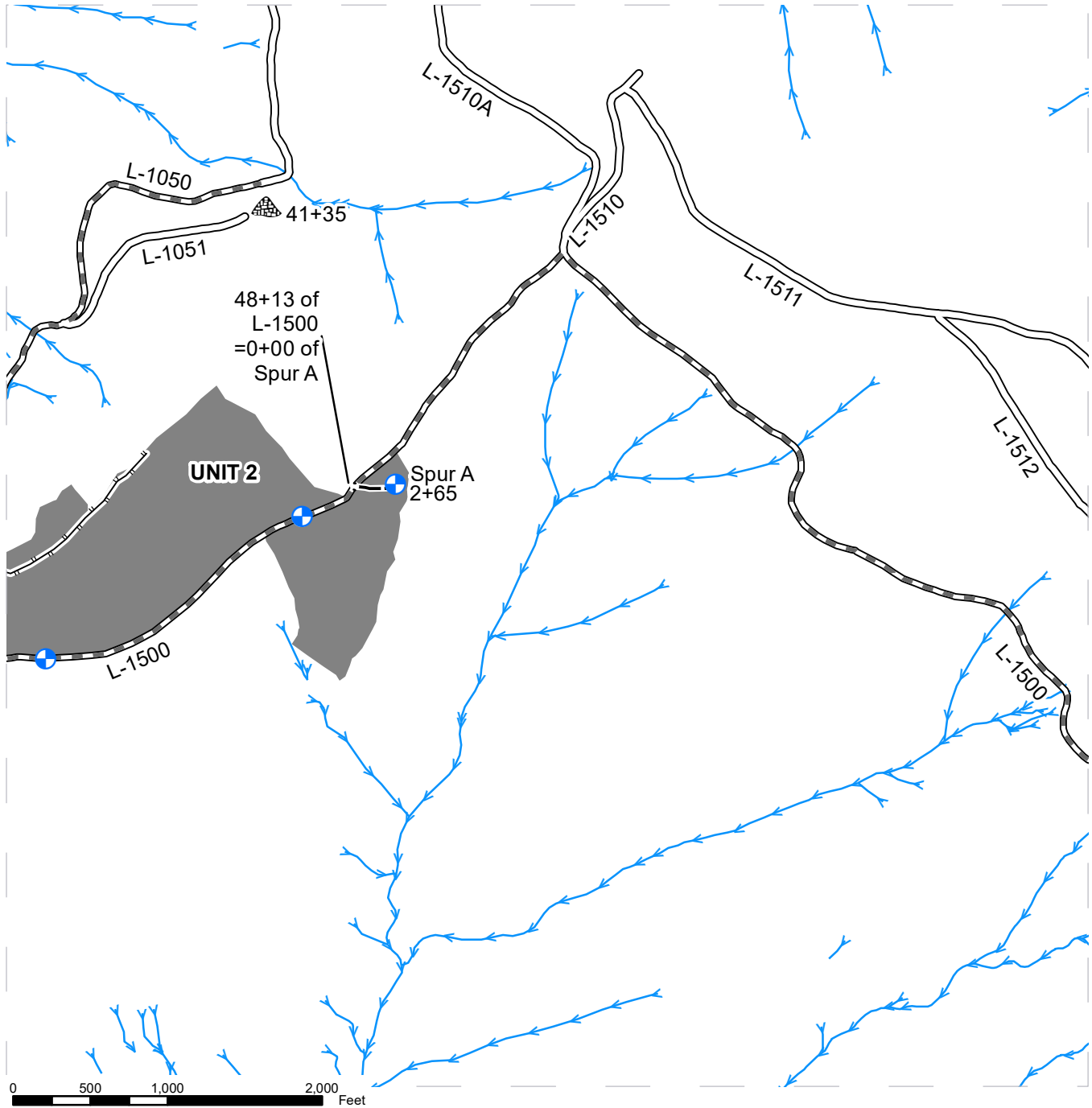
Existing Roads	Gate (PCP 1-1)	Harvest Unit
Required Pre-Haul Maintenance	Landing - Proposed	Streams
Designated Skid Trail	Stockpile	



ROAD PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



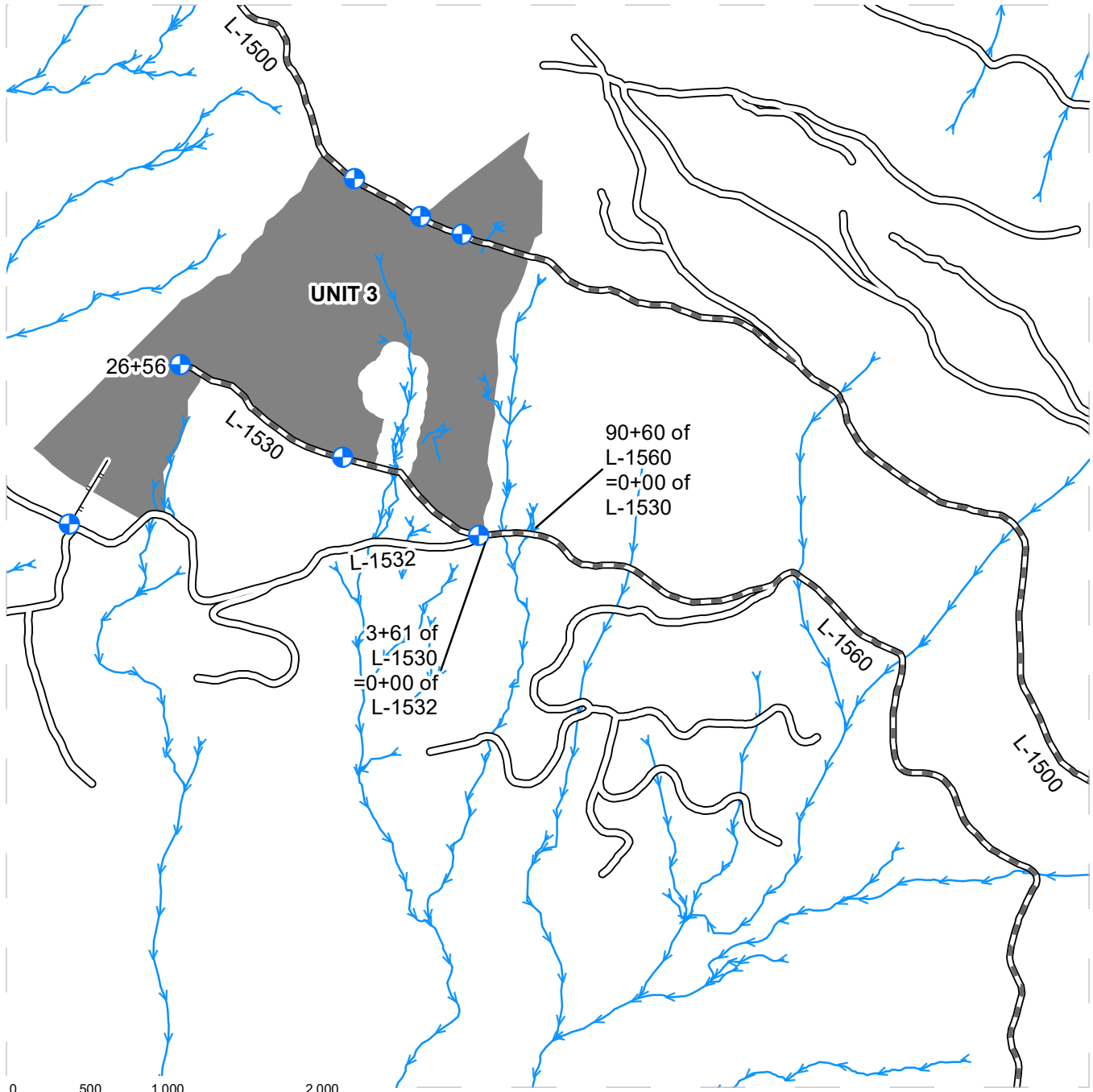
Existing Roads	Landing - Proposed	Harvest Unit
Required Pre-Haul Maintenance	Stockpile	Streams
Required Construction		
Optional Construction		
Designated Skid Trail		



ROAD PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



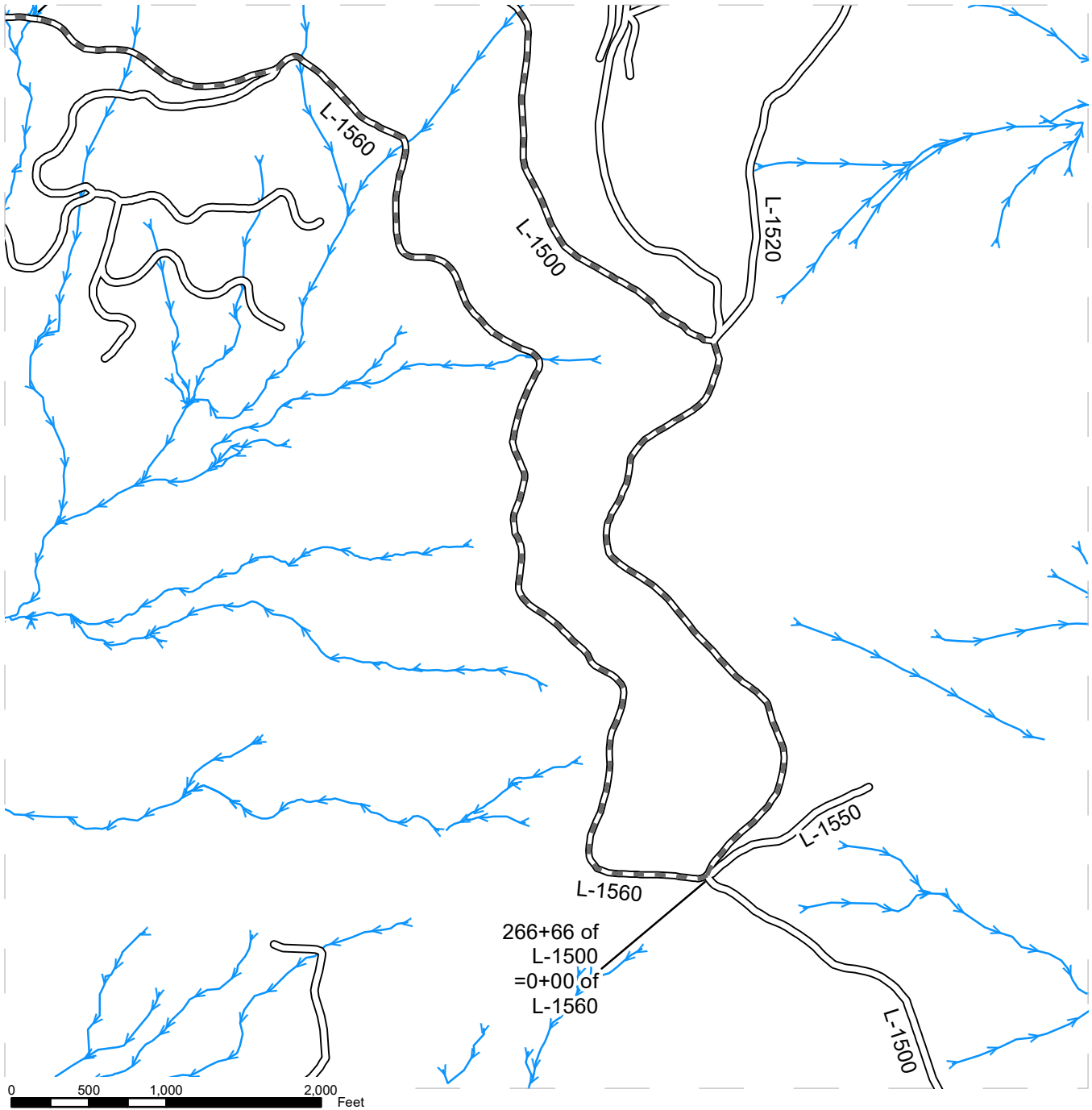
Existing Roads	Landing - Proposed	Harvest Unit
Required Pre-Haul Maintenance		Streams
Designated Skid Trail		






ROAD PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



	Existing Roads
	Required Pre-Haul Maintenance
	Streams



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

NAKIA CREEK SALVAGE TIMBER SALE ROAD PLAN
CLARK COUNTY
LARCH UNIT, YACOLT DISTRICT
PACIFIC CASCADE REGION

AGREEMENT NO.: 30-105102

STAFF ENGINEER: DAVID STONE

DRAWN & COMPILED BY: ALICIA COMPTON
& DAVID STONE

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>
L-1000	0+00 to 171+31	Pre-haul Maintenance
L-1001B	0+00 to 3+60	Pre-haul Maintenance
L-1050	0+00 to 41+35	Pre-haul Maintenance
L-1500	0+00 to 266+66	Pre-haul Maintenance
L-1560	0+00 to 90+60	Pre-haul Maintenance
L-1530	0+00 to 26+56	Pre-haul Maintenance

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>
L-1000L1	0+00 to 28+39	Reconstruction
Spur A	0+00 to 2+65	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to: clearing; grubbing; right-of-way debris disposal; excavation and embankment to sub-grade; turnout, turnaround and landing construction; acquisition and installation of drainage structures; shaping subgrade; manufacture and application of rock; compaction of earthwork and rock; and acquisition and application of erosion control materials.

0-5 RECONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
L-1000L1	0+00 to 28+39	Clear, grub, widen subgrade, excavate ditchlines, grade, shape, and compact subgrade surface in accordance to TYPICAL SECTION SHEET. Right-of-way debris disposal. Compact earthwork. Reconstruct road grade according to stakes and reference points marked in the field. Acquire and install drainage structures in accordance to CULVERT LIST. Apply rock in accordance to ROCK LIST. Grade, shape, and compact rock.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
L-1000	0+00 to 171+31	Spot grade, shape, and compact existing surface in spot grading locations accordance to TYPICAL SECTION SHEET. Apply rock in accordance to ROCK LIST. Grade, shape, and compact rock.
L-1001B	0+00 to 3+60	
L-1050	0+00 to 41+35	
L-1500	0+00 to 266+66	
L-1560	0+00 to 90+60	
L-1530	0+00 to 26+56	

0-10 ABANDONMENT

This project includes abandonment listed in Clause 9-21 ROAD ABANDONMENT.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

Purchaser shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Construction and Reconstruction roads: Centerline stakes with orange flagging, orange paint, and aluminum reference tags. Right-of-Way (ROW) boundary tags - where timber is not within the harvest unit.
- Pre-haul Maintenance roads: Orange paint and aluminum reference tags.

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for timber hauling, rock hauling, or right-of-way hauling, without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction and drainage installation
- Subgrade compaction
- Rock application and compaction
- Abandonment

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure periods unless authorized in writing by the Contract Administrator. Restrictions for hauling forest products are specified in Contract Clause H-130 Hauling Schedule.

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
All	Construction, Reconstruction, Pre-haul Maintenance, Abandonment, Decommissioning, & Rock Source Work	October 1 to April 30

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 4 inches on jaw run roads.
- Wheel track rutting exceeds 2 inches on crushed rock roads.
- Wheel track rutting exceeds 2 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

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, approved in writing by Contract Administrator, must be used. Other methods must meet the following criteria: Material utilized to protect the deck surface from tracked equipment damage must be of substantial thickness, durability and width to support the machine weight and prevent grousers from touching the bridge deck and asphalt surfaces.

If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surfaces and have surfaces evaluated by the District Engineer or their designee for any damage caused by transporting equipment. Any damage to the surfaces will be repaired, at the Purchaser's expense, as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

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

<u>Road</u>	<u>Stations</u>
L-1000	0+00 to 171+31
L-1001B	0+00 to 3+60
L-1000L1	0+00 to 11+31
L-1050	0+00 to 41+35
L-1500	0+00 to 266+66
L-1560	0+00 to 90+60
L-1530	0+00 to 26+56
L-1532	0+00 to 32+60
L-1401	0+00 to 3+00

2-5 MAINTENANCE GRADING – EXISTING ROAD

Purchaser shall use a grader to shape the existing surface before applying rock.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 45%.
- Against standing trees.
- On slopes above a cut bank.

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Stumps over 22 inches diameter must be split. Stumps over 40 inches must be quartered. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.
- On slopes above a cut bank.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the clearing limits in natural openings downhill side of the road, unless otherwise detailed in this road plan and as directed by the Contract Administrator.

SECTION 4 – EXCAVATION

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 13 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 6% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

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

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 3 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

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

4-10 WIDEN THE EXISTING SUBGRADE

On the following roads, Purchaser shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Purchaser shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches and turnouts.

<u>Road</u>	<u>Stations</u>
L-1000L1	0+00 to 28+39

4-21 TURNOUTS

Purchaser shall construct non designated turnouts intervisible with a maximum distance of 1000 feet between turnouts. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the ROCK LIST.

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in designated areas. Designated waste areas shall be identified and approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas, except as otherwise specified in this plan:

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

4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 4 inches in any dimension.

4-55 ROAD SHAPING

Purchaser shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material 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 for embankment, waste area, and 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 rock application and timber haul.

4-62 DRY WEATHER COMPACTION

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.

SECTION 5 – DRAINAGE

5-5 CULVERTS

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

5-6 CULVERT TYPE

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

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL, LIVE STREAM INSTALLATION PROCEDURE 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 must be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a compacted depth of cover over the top of the culvert, as recommended by the culvert manufacturer for the type and size of the pipe.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock. Energy dissipater installation is subject to approval by the Contract Administrator. The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Placement must be done using only the zero-drop-height method. No placement by end dumping or dropping of rock is allowed.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 3 feet wide and 4 feet long with back slopes consistent with Clause 4-5 CUT SLOPE RATIO.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. Rock type must meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by October 1. Purchaser shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 200 feet.

SECTION 6 – ROCK AND SURFACING

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 on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Comments</u>
L-1401 Stockpile	3+00	Jaw Run	For use on L-1000L1 & all Landings.
L-1050 Stockpile	7+10	Jaw Run/2 ½" Minus Mixed	For use on Spur A, L-1000L1 0+00 to 3+00, L-1530
L-1050 Stockpile	41+35	Pit Run and Light Loose Rip Rap	For use on Spur A, all Landings, & L-1000L1 culverts.
L-1001B Stockpile	3+60	1 ½" Minus	For use on L-1000, L-1001B, L-1050, L-1500, L-1560, & L-1530.

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-23 ROCK GRADATION TYPES

Purchaser shall provide or manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality during manufacture and placement into a stockpile. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator. Purchaser shall provide a sieve analysis upon request from the Contract Administrator. Gradation specifications in Clause 6-50.

6-50 LIGHT LOOSE RIP RAP

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

<u>Quantity</u>	<u>Approximate Size Range</u>
20% to 90%	18" - 28"
15% to 80%	8" - 18"
10% to 20%	3" - 8"

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depths using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

6-56 ROCK MEASUREMENT BY TRUCK VOLUME

Measurement of Spot Rocking, Landing, Junction, and Rip Rap Rock is on a cubic yard truck measure basis. The Contract Administrator will measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Purchaser shall maintain load tally sheets for each truck as shown in ROCK ACCOUNTABILITY DETAIL and shall give them to the Contract Administrator or mail them to the Pacific Cascade Region Office on a weekly basis during rocking operations.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for completed subgrade and drainage installation, including inlet and outlet armor and subgrade compaction, before rock application.

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

6-75 OPTIONAL ROCK EXCEPTION

On the following roads, if hauling takes place from June 1 to September 30 the Purchaser may place less rock than shown on the ROCK LIST when approved in writing by the Contract Administrator.

If less rock is applied, Purchaser shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

<u>Road</u>	<u>Stations</u>
L-1000L1	0+00 to 28+39

6-76 DRY WEATHER ROCK COMPACTION

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

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 100 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

8-15 REVEGETATION

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

<u>Road</u>	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Abandonment</u>
L-1000	Landing	0.9	
L-1500	Landings	2.7	
L-1530	Landings	2.7	
L-1532	Landing	0.9	
L-1000L1	0+00 to 28+39	41.0	88.8
Spur A	0+00 to 2+65	4.5	8.4

*Quantities are estimates only. Actual quantities may vary and are the responsibility of the Purchaser.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the grass seed.

8-17 REVEGETATION TIMING

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

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop at least 75% coverage of 3-inch tall grass. Purchaser shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed at no additional cost to the state.

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 40 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>	<u>Minimum % germination</u>
Perennial Rye	25-35	90
Red Fescue	40-50	90
Highland Bent	5-15	85
Red and White Clover	10-20	90
Inert and Other Crop	0.5	

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
L-1000L1	0+10 & 0+30
Spur A	0+10 & 0+30

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-12 LANDING EMBANKMENT REMOVAL

Purchaser shall reduce or relocate the landing embankment, as directed by the Contract Administrator. Place excavated material in a waste area designated by the Contract Administrator.

9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads before the termination of this contract by the specified date. Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Type</u>	<u>Date</u>
L-1000L1	0+00 to 28+39	LIGHT	Before the termination of this contract
Spur A	0+00 to 2+65	LIGHT	Before the termination of this contract

9-22 LIGHT ABANDONMENT

- Remove road shoulder berms except as directed.
- Rip the surface to a minimum depth of 10 inches
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing which will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 200 feet, or as marked in the field.
- Place a waterbar within 20 feet of a culvert removal.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars shall be outsloped to provide positive drainage. Outlets shall be on stable locations.
- Remove culverts and leave the resulting trench open. The removed fill material shall be placed and compacted in a location that will not erode into any Type 1 through 5 waters or wetlands. Slope all trench walls and approach embankments no steeper than 1.5:1.
- Scatter woody debris onto abandoned road surfaces.
- Block roads with earthen barricades according to the attached EARTHEN BARRICADE DETAIL.
- Apply grass seed concurrently with abandonment to all exposed soil within the old roadway limits and in accordance with Section 8 EROSION CONTROL.
- Provide and evenly spread a 4-inch layer of straw to all exposed soils within 100 feet of a stream.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

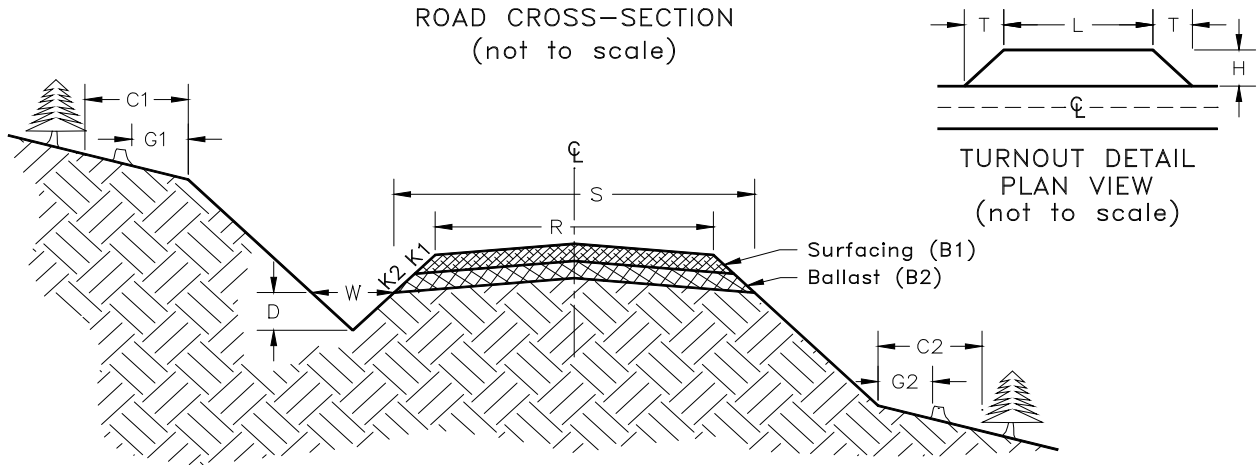
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe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

10-24 GAUGE AND CORRUGATION

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

<u>Diameter</u>	<u>Gauge</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 "

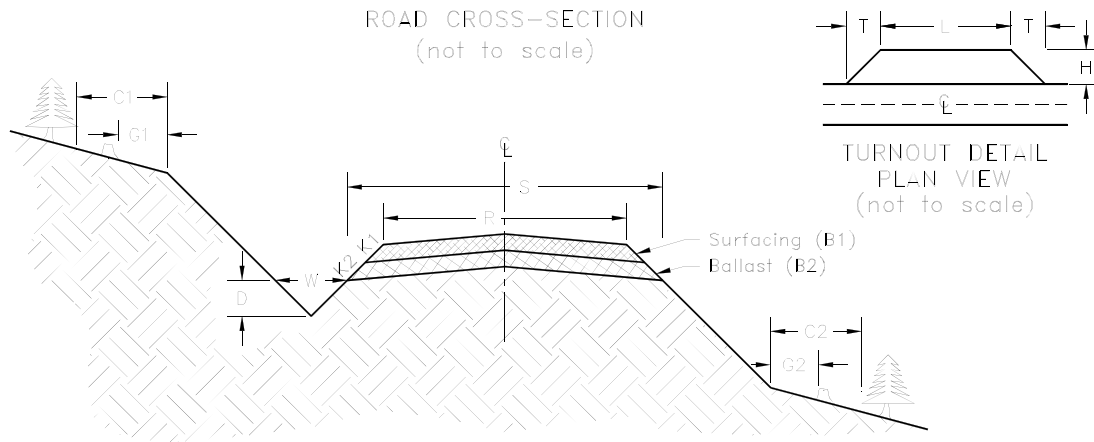
TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown at CL (%)	Grubbing Limits (feet)		Clearing Limits (feet)	
						Width (feet)	Depth (feet)		G1	G2	C1	C2
				S	R	W	D					
L-1000	0+00	171+31	A	--	16-20	3	1	4	NA	NA	NA	NA
L-1001B	0+00	3+60	B	--	12	3	1	4	NA	NA	NA	NA
L-1050	0+00	41+35	A	--	12	3	1	4	NA	NA	NA	NA
L-1500	0+00	266+66	A	--	12	3	1	4	NA	NA	NA	NA
L-1560	0+00	90+60	A	--	12	3	1	4	NA	NA	NA	NA
L-1530	0+00	26+56	A	--	12	3	1	4	NA	NA	NA	NA
* L-1000L1	0+00	11+31	C	16	12	3	1	4	3	3	ROW TAGS	
* L-1000L1	11+31	28+39	C	16	12	3	1	4	3	3	5	5
* Spur A	0+00	2+65	C	16	12	3	1	4	3	3	5	5

* Optional Roads

ROCK LIST
(Page 1 of 3)



BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length (feet)	Width (feet)	Taper (feet)
			K2	B2					L	H	T
PIT RUN											
L-1000 LANDING	--	--	--	--	41/Landing	1 Landing	41	L-1050 Stockpile @ 41+35			
L-1500 LANDING	--	--	--	--	41/Landing	3 Landings	123				
L-1530 LANDING	--	--	--	--	41/Landing	3 Landings	123				
L-1532 LANDING	--	--	--	--	41/Landing	1 Landing	41				
Spur A LANDING	--	--	--	--	41/Landing	1 Landing	41				
JAW RUN/2 1/2" Minus Mix											
L-1530	0+00	26+56	SPOT ROCK		--	--	370	L-1050 Stockpile @ 7+10			
* L-1000L1	0+00	3+00	SPOT ROCK		--	--	100				
Spur A CURVE WIDENING	0+00	2+65	1 1/2:1	9	46	2.65	122				
JUNCTION	--	--	1 1/2:1	9	--	--	7				
		0+00	--	--	--	--	12				

ROCK LIST
(Page 2 of 3)

BALLAST CONTINUED

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length (feet)	Width (feet)	Taper (feet)
			K2	B2					L	H	T
* L-1000L1	3+00	28+39	SPOT ROCK		--	--	380	L-1401 Stockpile @ 3+00			
* L-1000L1 LANDING	--	--	--	--	41/Landing	2 Landings	82				

*Optional Rock see Clause 6-75

Required Pit Run/JAW RUN BALLAST TOTAL **880** Cubic Yards
Optional JAW RUN BALLAST TOTAL **562** Cubic Yards

SURFACE

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length (feet)	Width (feet)	Taper (feet)
			K1	B1					L	H	T
L-1000	0+00	171+31	SPOT ROCK		--	--	685	L-1001B Stockpile @ 3+60			
L-1001B	0+00	3+60	SPOT ROCK		--	--	55				
L-1050	0+00	41+35	SPOT ROCK		--	--	250				
L-1500	0+00	266+66	SPOT ROCK		--	--	350				
L-1560	0+00	90+60	SPOT ROCK		--	--	150				

Required 1 1/2 -INCH MINUS CRUSHED SURFACE TOTAL **1,490** Cubic Yards

ROCK LIST
(Page 3 of 3)

RIP-RAP

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	C.Y. Total	Rock Source
			K1	B1				
Culvert headwall, energy dissipators and armor					LIGHT LOOSE RIPRAP			L-1050 Stockpile @ 41+35, or Rock found during excavation on road Construction and Reconstruction
	--	--	--	--	--	--		
	--	--	--	--	--	--		
	--	--	--	--	--	--		
L-1000L1 Culverts	--	--	--	--	--	--	4.0	

LIGHT LOOSE RIPRAP TOTAL 4.0 Cubic Yards

CULVERT LIST

Road Number	Location	Culvert			Armoring (Cubic Yards)			Backfill Material	Bedding Material	Culvert Marker (Y/N)	Remarks
		Dia. (inches)	Length (feet)	Type	Inlet	Outlet	Type				
L-1000L1	5+51	18	30	XX	0.5	0.5	LL	NT	NT	N	Cross drain
	10+30	18	30	XX	0.5	0.5	LL	NT	NT	N	Cross drain
	14+65	18	30	XX	0.5	0.5	LL	NT	NT	N	Cross drain
	23+81	18	30	XX	0.5	0.5	LL	NT	NT	N	Cross drain

Key:

- CR - Crushed Rock – 1 ¼ “ minus
- NT - Native (bank run)
- SR - Shot Rock
- LL - Light Loose Riprap
- HL - Heavy Loose Riprap
- GM - Galvanized Metal
- PD - Polyethylene Pipe Dual Wall
- AM - Aluminized Metal
- XX - PD or GM

COMPACTION LIST

Road	From Station	To Station	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
All roads	All	All	Embankment	12	Excavation	28,000	4	--
All roads	All	All	Subgrade	12	Vibratory Smooth Drum	20,000	4	5
All roads	All	All	Jaw Run	12	Vibratory Grid	20,000	4	5
All roads	All	All	1 1/2"Minus	6	Vibratory Smooth Drum	20,000	4	5

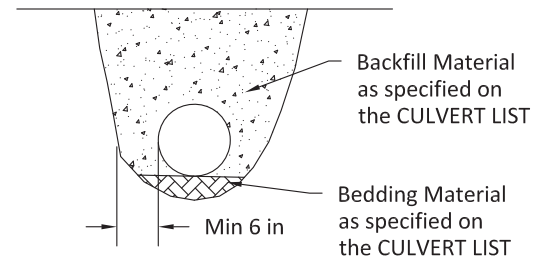
CULVERT AND DRAINAGE SPECIFICATION DETAIL
PAGE 1 OF 2

INSTALLATION REQUIREMENTS:

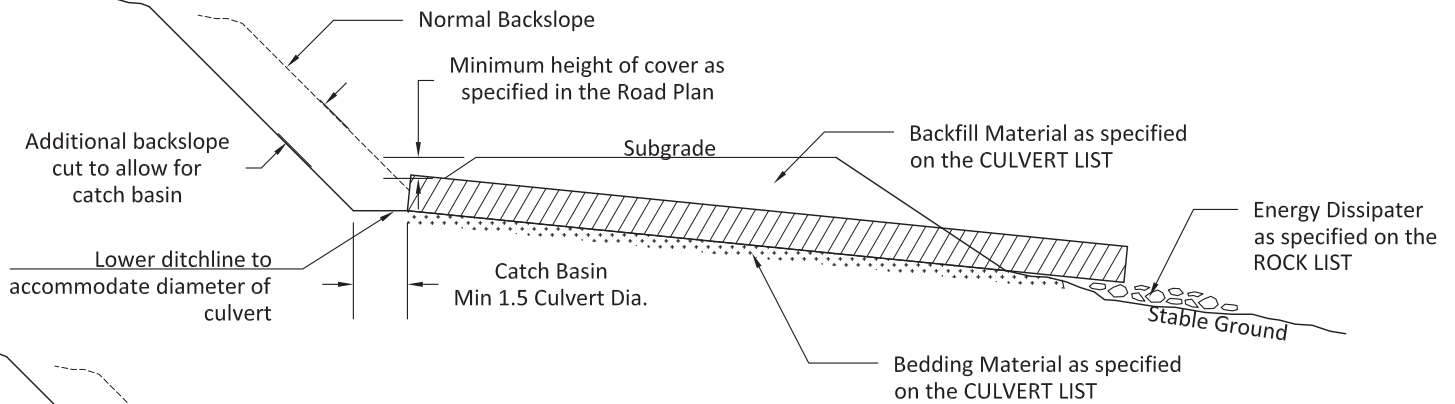
1. Proper preparation of foundation and placement of any required bedding material shall precede the installation of all culverts. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform, dense, unyielding base. The pipe must be uniformly supported along the barrel.
2. Backfill material shall be compacted under the culvert haunches, around the sides, and above the culvert in accordance with the COMPACTION LIST.

ALL DRAWINGS ARE NOT TO SCALE

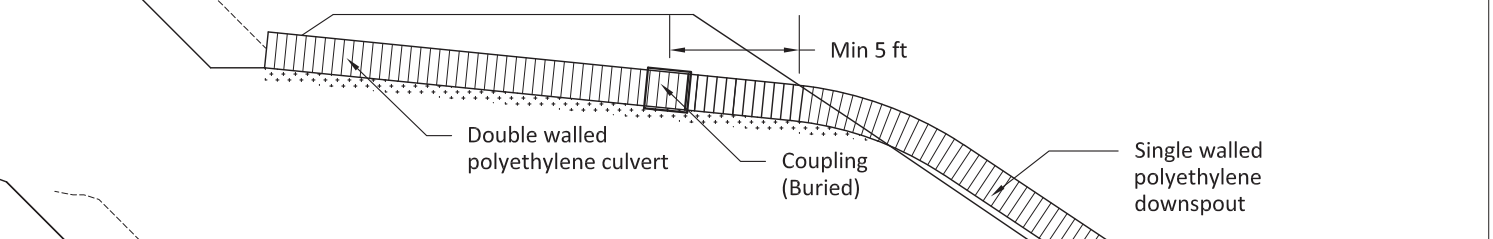
CROSS SECTION



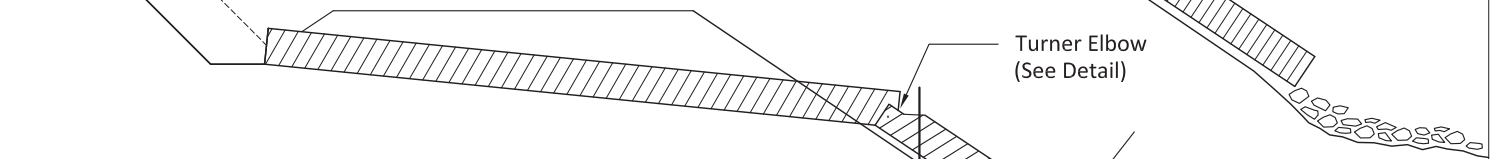
CULVERT PROFILE (TYPICAL)



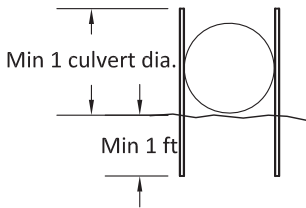
CULVERT WITH DOWNSPOUT OPTION 1



CULVERT WITH DOWNSPOUT OPTION 2

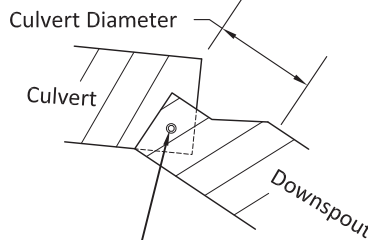


SUPPORT STAKES



Stake Material: T-post with rust protection coating.
Connections: Bolt support stakes to the culvert with $\frac{5}{8}$ " u-bolts, with washers on both the inside and outside of the culvert.
Alternative staking methods may be approved, in writing, by the Contract Administrator.

TURNER ELBOW

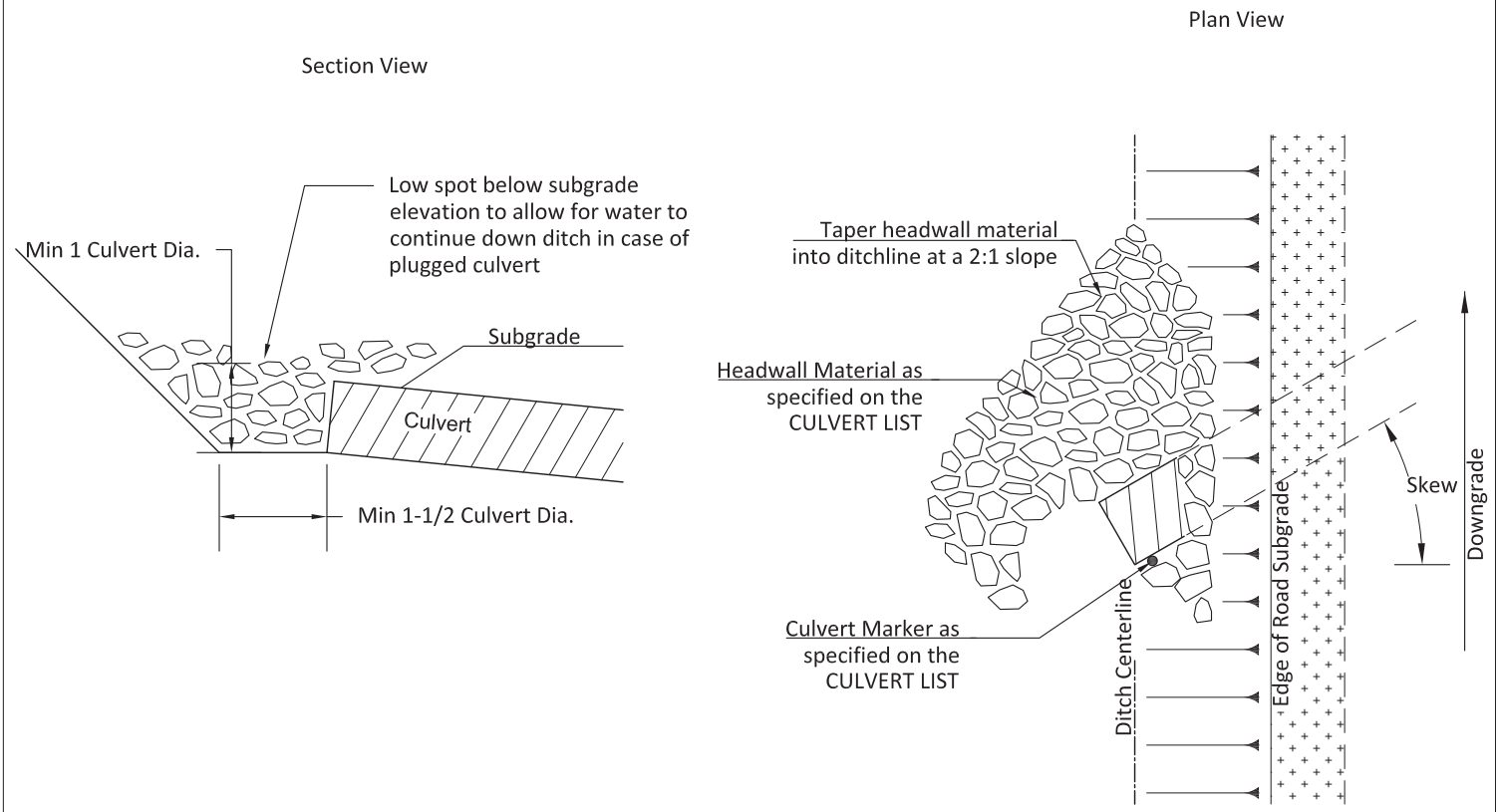


Bolted with $\frac{5}{8}$ " galvanized bolts and washers (both sides)
Downspout must be 6 inches larger in diameter than the culvert.

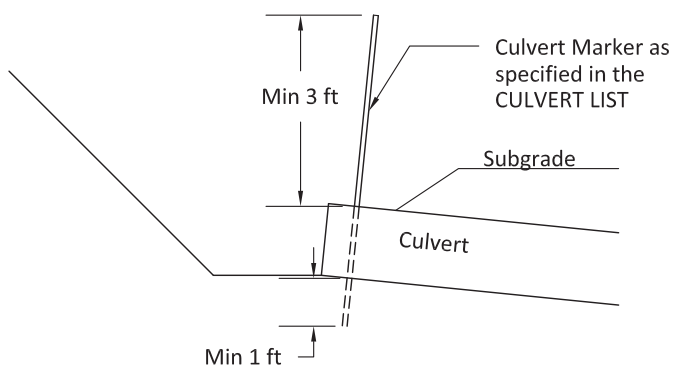
Support Stakes (See Detail)

CULVERT AND DRAINAGE SPECIFICATION DETAIL
PAGE 2 OF 2

HEADWALLS

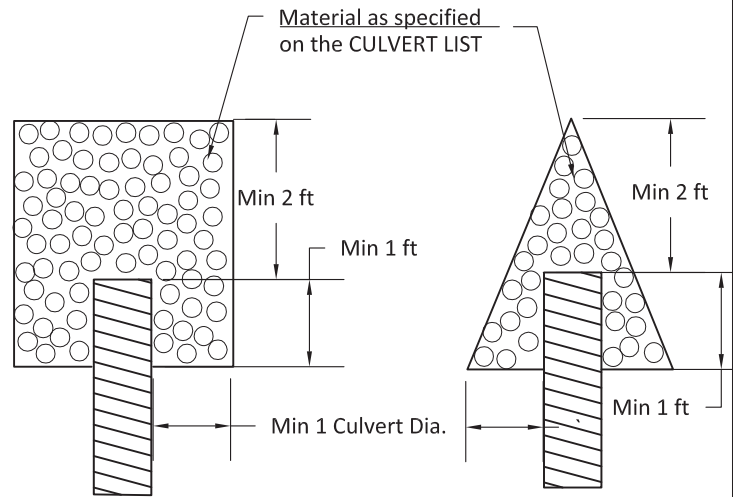


CULVERT MARKERS



Culvert Marker Material: 1 Inch I.D., Schedule 40 PVC Pipe, White. Marker must be capped on the top.
 Culvert Marker Placement: Place on uphill side of culvert, between corrugations if possible.
 Alternative culvert marker types may be approved, in writing, by the Contract Administrator.

ENERGY DISSIPATORS



Min Energy Dissipater Depth: 1 Culvert Dia.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

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, with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

Preventative Maintenance

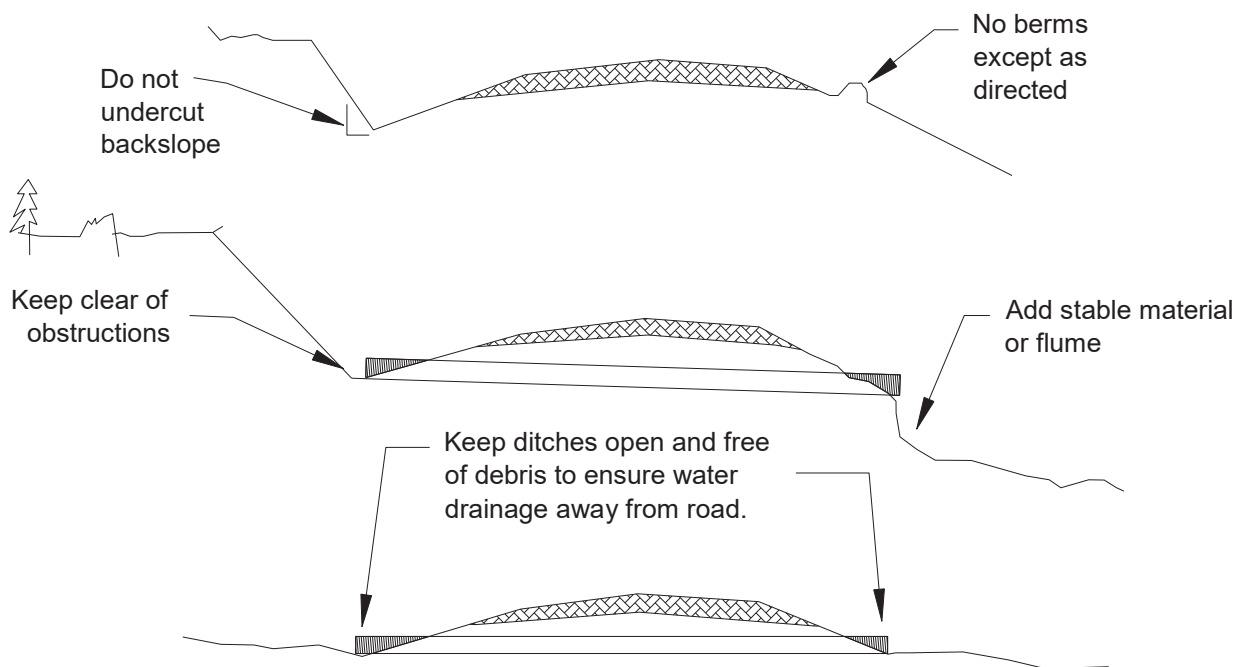
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

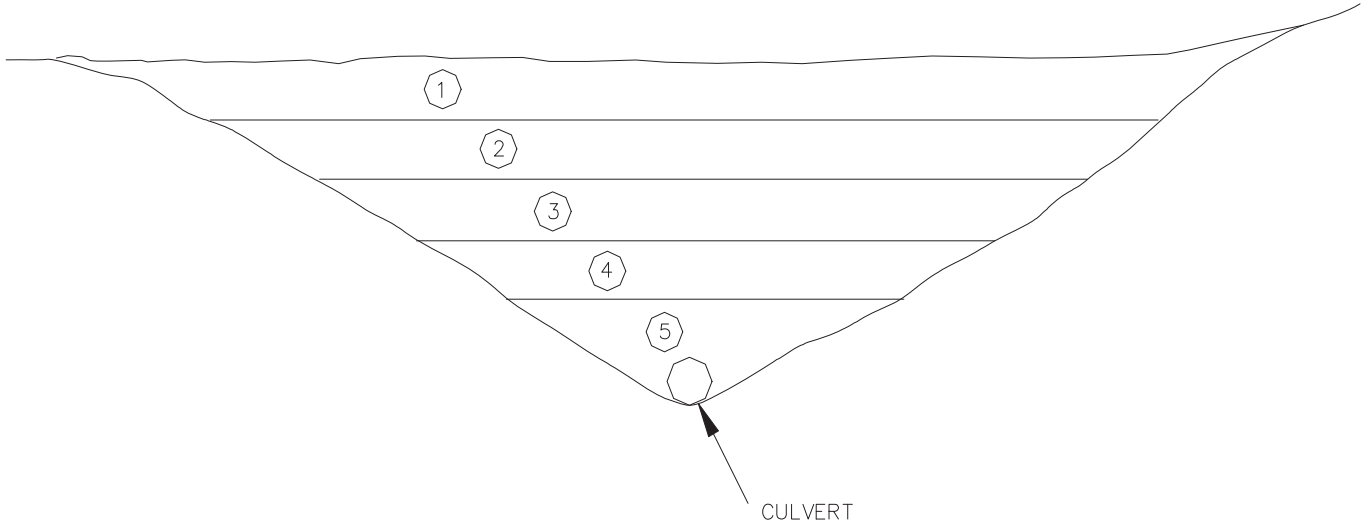
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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

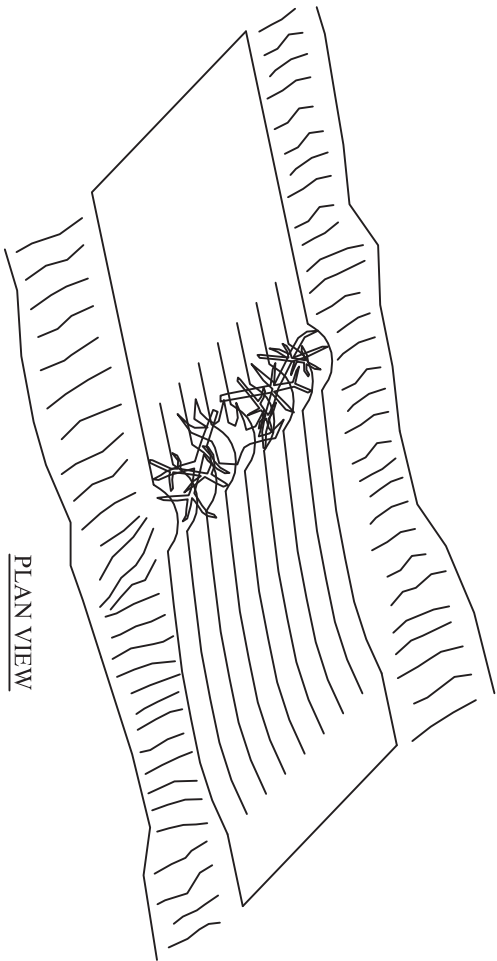


FILL REMOVAL DETAIL

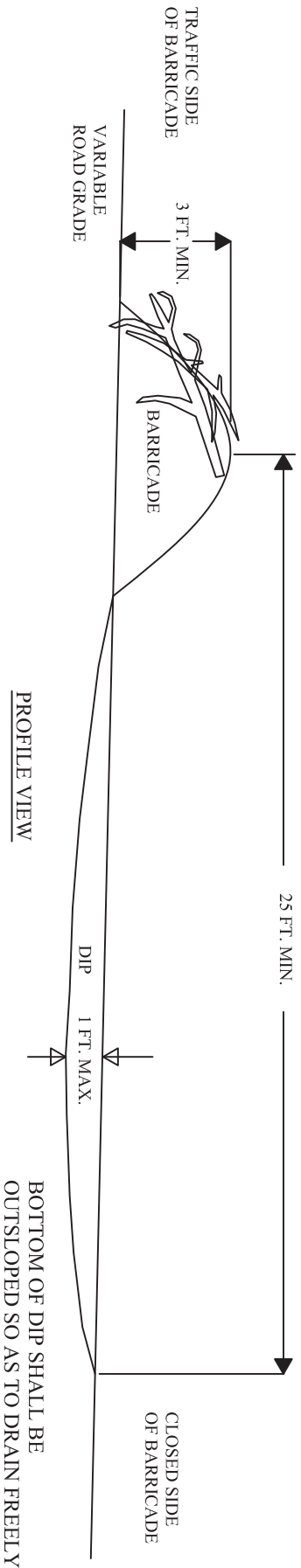


- Remove fill in layers not to exceed 3 feet.

EARTHEN BARRICADE DETAIL

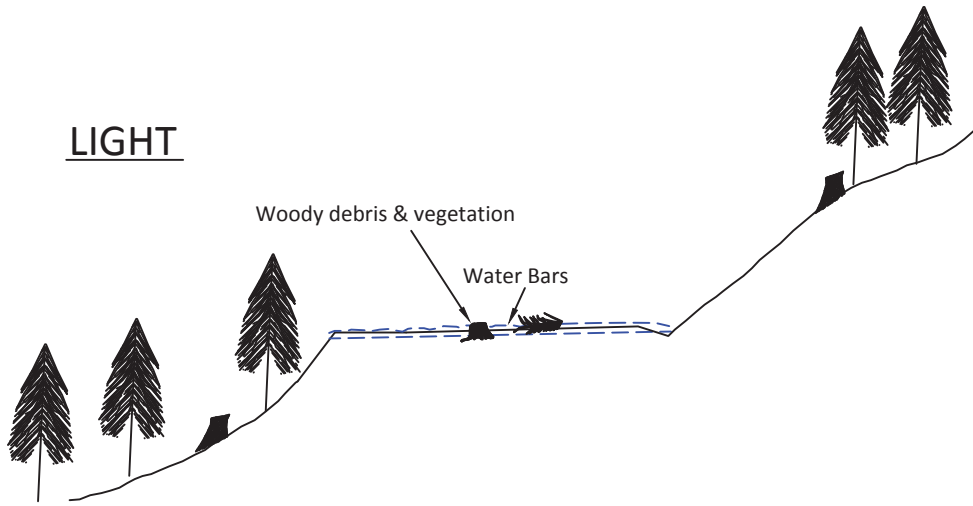


SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.

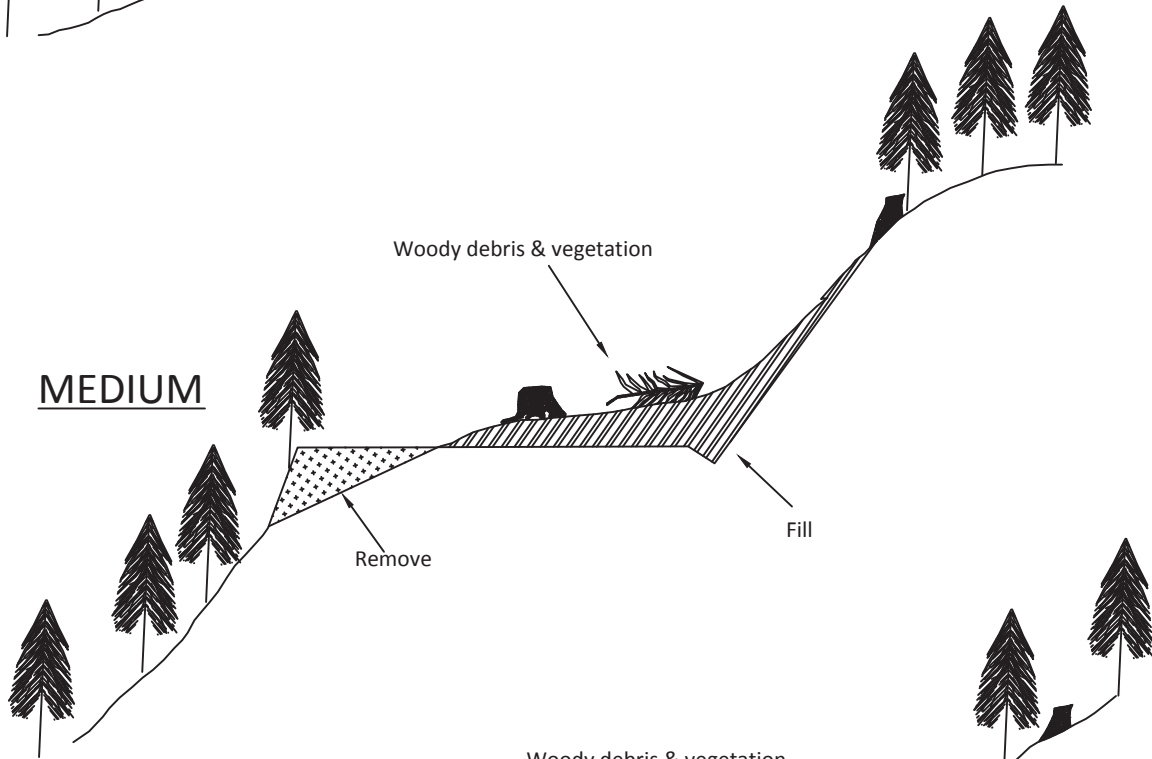


ROAD ABANDONMENT CROSS SECTIONS

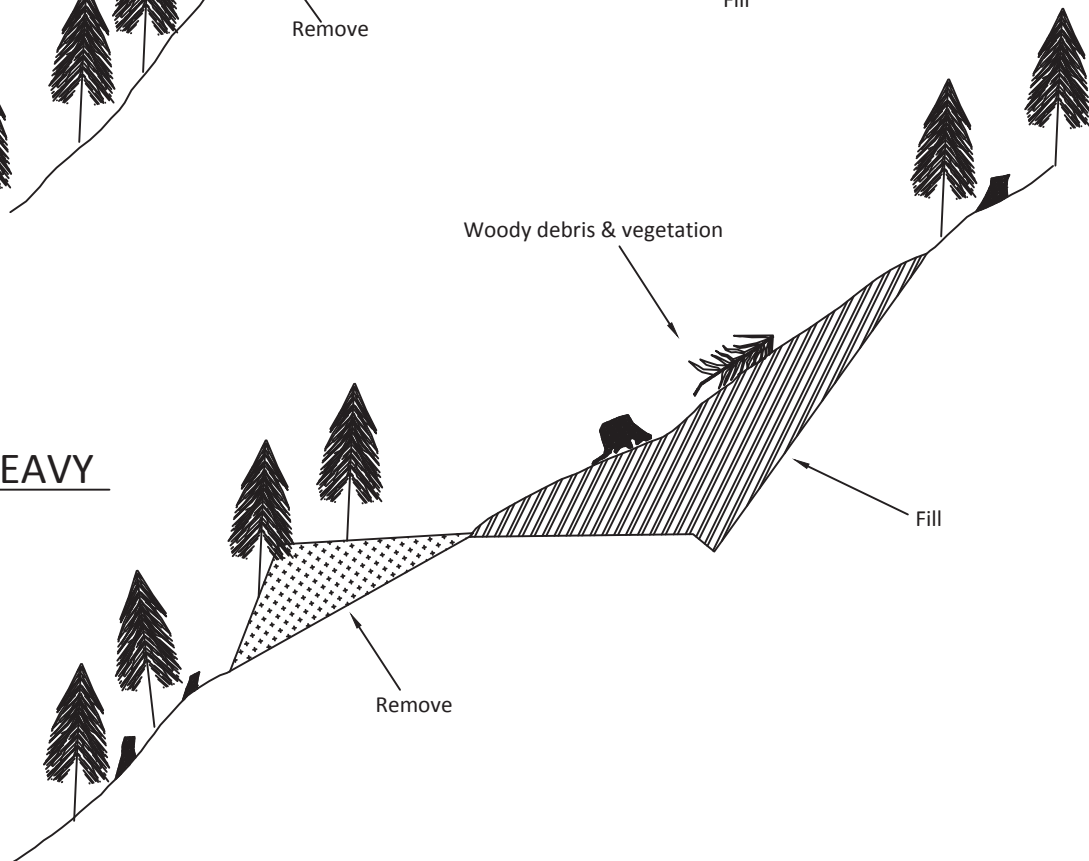
LIGHT



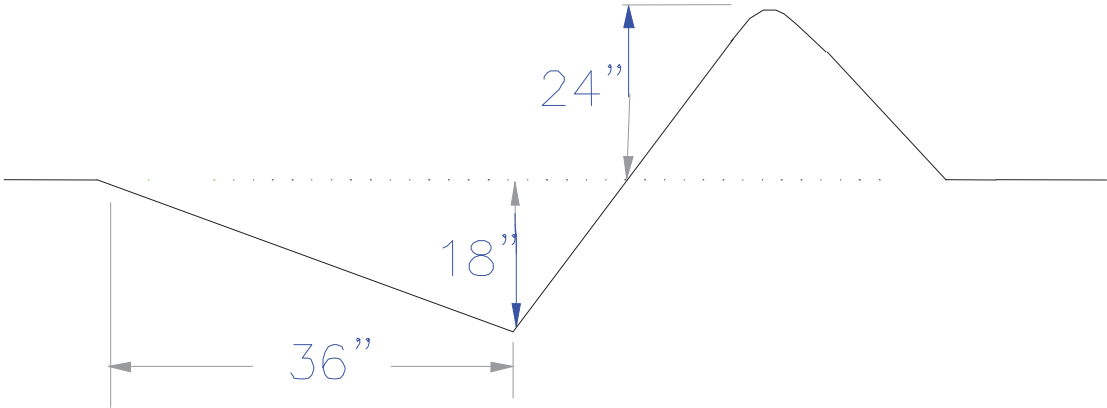
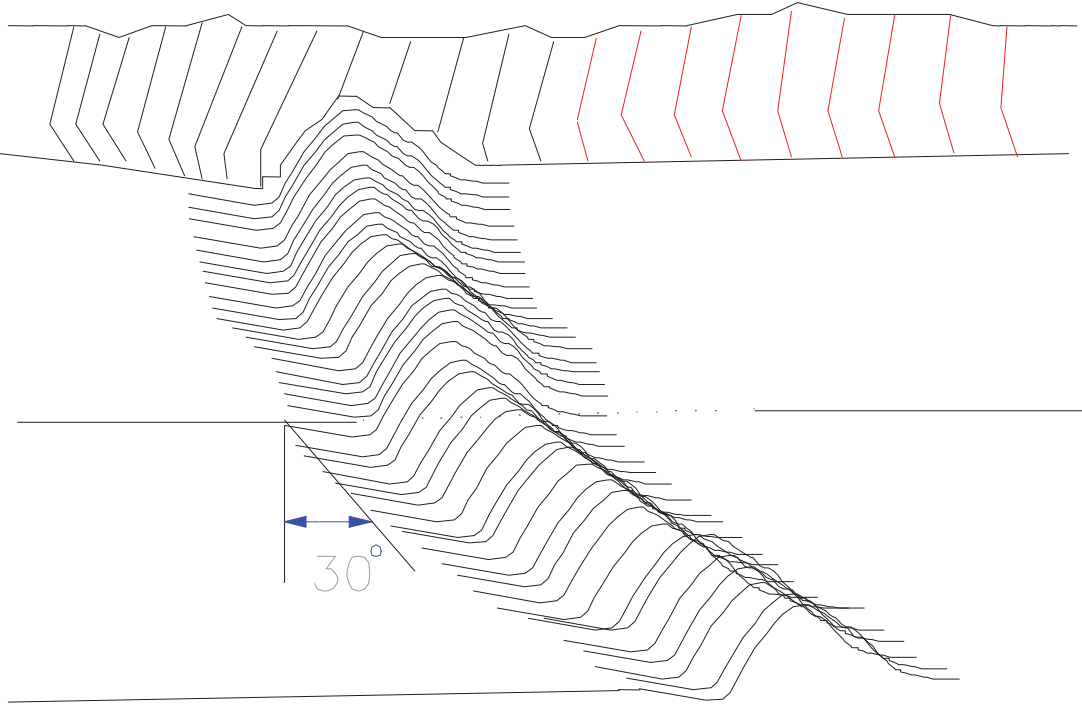
MEDIUM



HEAVY



NON-DRIVABLE WATER BAR DETAIL



SUMMARY - Road Development Costs

REGION: Pacific Cascade
DISTRICT: Yacolt

SALE/PROJECT NAME: Nakia Creek Salvage

AGREEMENT #: 30-105102

ROAD NUMBERS:	Spur A	L-1000L1	L-1000, L-1001B, L-1050, L-1500, L-1560, & L-1530
ROAD STANDARD:	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:	2.65	28.39	600.08
CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:	\$1,420.33	\$6,012.27	\$14,058.10
ROAD ROCK:			
	Optional:	\$0.00	\$0.00
	Required:	\$1,396.48	\$28,502.09
	Total:	\$1,396.48	\$28,502.09
STOCKPILE/PIT DEVELOPMENT:	\$0.00	\$0.00	\$0.00
CULVERTS AND FLUMES:	\$0.00	\$2,990.72	\$0.00
STRUCTURES:	\$0.00	\$0.00	\$0.00
DUST ABATEMENT	\$0.00	\$0.00	\$0.00
MOBILIZATION:	\$260.95	\$1,252.56	\$3,705.51
 TOTAL COSTS:	 \$3,077.76	 \$15,256.07	 \$46,265.70
COST PER STATION:	\$1,161	\$537	\$77
ROAD DEACTIVATION & ABANDONMENT COSTS:	\$679.54	\$4,714.28	\$0.00
			\$6,999.34
			\$76,992.69
			\$71,992.17
			2,723
			\$28.27
			\$26.44

Profit and Risk costs are accounted on an individual basis.

Compiled by: David Stone

Date: May 15, 2023

SUMMARY OF ROAD

Sale: Nakia Creek Salvage

Road: L-1000

Required Pre-Haul Maintenance- 171+31 stations
3.24 miles

Required Reconstruction - 0.00 stations
0.00 miles

Required Construction - 0.00 stations
0.00 miles

Required Abandonment- 0.00 stations
0.00 miles

Optional Reconstruction - 0.00 stations
0.00 miles

Optional Construction - 0.00 stations
0.00 miles

PRE-HAUL MAINTENANCE

CLEARING

EXCAVATION

MISC.

Spot grade and shape existing road surface -	85.66	stations @	\$27.10	per station	\$2,321.39
Spot roll shaped road surface w/ vibratory roller prior to rocking -	85.66	stations @	\$14.40	per station	\$616.75
Construct landing -	1	@	\$185.50	each	\$185.50
Grass seed -	0.9	lbs @	\$9.00	per lb	\$8.10

ENDHAUL

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$3,131.74**

RECONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CULVERTS - MATERIALS & INSTALLATION

<u>Culverts & Bands</u>						
0	LF of 18"	\$0.00		0	LF of 24"	\$0.00
0	LF of 30"	\$0.00		0	LF of 36"	\$0.00
0	LF of 42"	\$0.00	w/gasket-bevel	0	LF of 48"	\$0.00
0	LF of 54"	\$0.00		0	LF of 60"	\$0.00
0	LF of 66"	\$0.00		0	LF of 72"	\$0.00
		\$0.00				\$0.00
<u>Half Rounds</u>						
0	LF of 24"	\$0.00		0	LF of 30"	\$0.00
0	LF of 36"	\$0.00		0	LF of 42"	\$0.00
		\$0.00				\$0.00
<u>Culvert Stakes & Markers</u>						
0	stakes	\$0.00				
0	markers	\$0.00				
		\$0.00				\$0.00
					<u>TOTAL CULVERTS</u>	\$0.00

ROCK

0+00 to 171+31 Spot Rock/L-1001B stockpile	685	cy. of	1 1/2" Minus	@	\$10.00	per c.y.=	\$6,850.00	
Landing/L-1050 stockpile @ 41+35	41	cy. of	Pit Run	@	\$6.89	per c.y.=	\$282.49	
							<u>TOTAL ROCK</u>	\$7,132.49

ADDITIONAL REQUIREMENTS

TOTAL ADDITIONAL REQUIREMENTS **\$0.00**

ABANDONMENT

TOTAL ABANDONMENT **\$0.00**

Required Pre-Haul Maintenance- \$10,264.23

Required Reconstruction - \$0.00

SUBTOTAL **\$10,264.23**

Required Abandonment- \$0.00

Optional Reconstruction - \$0.00

Required Construction - \$0.00

Optional Construction - \$0.00

TOTAL \$10,264.23

COST PER STATION \$59.92

SUMMARY OF ROAD

Sale: Nakia Creek Salvage

Road: L-1001B

Required Pre-Haul Maintenance- 3+60 stations
0.07 miles

Required Reconstruction - 0.00 stations
0.00 miles

Required Construction - 0.00 stations
0.00 miles

Required Abandonment- 0.00 stations
0.00 miles

Optional Reconstruction - 0.00 stations
0.00 miles

Optional Construction - 0.00 stations
0.00 miles

PRE-HAUL MAINTENANCE

CLEARING

EXCAVATION

MISC.

Spot grade and shape existing road surface -	2.70	stations @	\$27.10	per station	\$73.17
Spot roll shaped road surface w/ vibratory roller prior to rocking -	2.70	stations @	\$14.40	per station	\$38.88

ENDHAUL

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$156.05**

RECONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>					
0	LF of 18"	\$0.00		0	LF of 24" \$0.00
0	LF of 30"	\$0.00		0	LF of 36" \$0.00
0	LF of 42"	\$0.00		0	LF of 48" \$0.00
0	LF of 54"	\$0.00		0	LF of 60" \$0.00
0	LF of 66"	\$0.00		0	LF of 72" \$0.00
		\$0.00			\$0.00
<u>Half Rounds</u>					
0	LF of 24"	\$0.00		0	LF of 30" \$0.00
0	LF of 36"	\$0.00		0	LF of 42" \$0.00
		\$0.00			\$0.00
<u>Culvert Stakes & Markers</u>					
0	stakes	\$0.00			
0	markers	\$0.00			
		\$0.00			
				<u>TOTAL CULVERTS</u>	\$0.00

ROCK

0+00 to 3+60 Spot Rock/L-1001B stockpile	55	cy. of	1 1/2" Minus	@	\$5.78	per c.y.=	<u>\$317.90</u>	
							TOTAL ROCK	\$317.90

ADDITIONAL REQUIREMENTS

TOTAL ADDITIONAL REQUIREMENTS **\$0.00**

ABANDONMENT

TOTAL ABANDONMENT **\$0.00**

Required Pre-Haul Maintenance- \$473.95

Required Reconstruction - \$0.00

Required Abandonment- \$0.00

Optional Reconstruction - \$0.00

Required Construction - \$0.00

Optional Construction - \$0.00

SUBTOTAL **\$473.95**

TOTAL \$473.95

COST PER STATION \$131.65

SUMMARY OF ROAD

Sale: Nakia Creek Salvage

Road: L-1050

Required Pre-Haul Maintenance - 41+35 stations
0.78 miles

Required Reconstruction - 0.00 stations
0.00 miles

Required Construction - 0.00 stations
0.00 miles

Required Abandonment - 0.00 stations
0.00 miles

Optional Reconstruction - 0.00 stations
0.00 miles

Optional Construction - 0.00 stations
0.00 miles

PRE-HAUL MAINTENANCE

CLEARING

EXCAVATION

MISC.

Spot grade and shape existing road surface -	31.01	stations @	\$27.10	per station	\$840.37
Spot roll shaped road surface w/ vibratory roller prior to rocking -	31.01	stations @	\$14.40	per station	\$446.54

ENDHAUL

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$1,286.91**

RECONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CULVERTS - MATERIALS & INSTALLATION

Culverts

0	LF of 18"	\$0.00	0	LF of 24"	\$0.00
0	LF of 30"	\$0.00	0	LF of 36"	\$0.00
0	LF of 42"	\$0.00	0	LF of 48"	\$0.00
0	LF of 54"	\$0.00	0	LF of 60"	\$0.00
0	LF of 66"	\$0.00	0	LF of 72"	\$0.00
		\$0.00			\$0.00

Half Rounds

0	LF of 24"	\$0.00	0	LF of 30"	\$0.00
0	LF of 36"	\$0.00	0	LF of 42"	\$0.00
		\$0.00			\$0.00

Culvert Stakes & Markers

0	stakes	\$0.00
0	markers	\$0.00
		\$0.00

TOTAL CULVERTS **\$0.00**

ROCK

0+00 to 41+35 Spot Rock/L-1001B stockpile	250	cy. of	1 1/2" Minus	@	\$7.44	per c.y.=	\$1,860.00
							TOTAL ROCK

\$1,860.00

ADDITIONAL REQUIREMENTS

TOTAL ADDITIONAL REQUIREMENTS **\$0.00**

ABANDONMENT

TOTAL ABANDONMENT **\$0.00**

Required Pre-Haul Maintenance - \$3,146.91

Required Reconstruction - \$0.00

SUBTOTAL **\$3,146.91**

Required Abandonment - \$0.00

Optional Reconstruction - \$0.00

Required Construction - \$0.00

Optional Construction - \$0.00

TOTAL \$3,146.91

COST PER STATION \$76.10

SUMMARY OF ROAD

Sale: Nakia Creek Salvage

Road: L-1500

Required
Pre-Haul Maintenance- 266+66 stations
5.05 miles

Required
Reconstruction - 0.00 stations
0.00 miles

Required
Construction - 0.00 stations
0.00 miles

Required Abandonment- 0.00 stations
0.00 miles

Optional
Reconstruction - 0.00 stations
0.00 miles

Optional
Construction - 0.00 stations
0.00 miles

PRE-HAUL MAINTENANCE

CLEARING

EXCAVATION

MISC.

Spot grade and shape existing road surface -	106.66	stations @	\$27.10	per station	\$2,890.49
Spot roll shaped road surface w/ vibratory roller prior to rocking -	106.66	stations @	\$14.40	per station	\$1,535.90
Construct landings -	3	@	\$185.50	each	\$556.50
Grass seed -	2.7	lbs @	\$9.00	per lb	\$24.30

ENDHAUL

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$5,007.19**

RECONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>						
0	LF of 18"	\$0.00		0	LF of 24"	\$0.00
0	LF of 30"	\$0.00		0	LF of 36"	\$0.00
0	LF of 42"	\$0.00		0	LF of 48"	\$0.00
0	LF of 54"	\$0.00		0	LF of 60"	\$0.00
0	LF of 66"	\$0.00		0	LF of 72"	\$0.00
		<u>\$0.00</u>				<u>\$0.00</u>
<u>Half Rounds</u>						
0	LF of 24"	\$0.00		0	LF of 30"	\$0.00
0	LF of 36"	\$0.00		0	LF of 42"	\$0.00
		<u>\$0.00</u>				<u>\$0.00</u>
<u>Culvert Stakes & Markers</u>						
0	stakes	\$0.00				
0	markers	\$0.00				
		<u>\$0.00</u>				
				<u>TOTAL CULVERTS</u>		<u>\$0.00</u>

ROCK

0+00 to 266+66 Spot Rock/L-1001B stockpile	350	cy. of	1 1/2" Minus	@	\$13.06	per c.y.=	\$4,571.00
Landings/L-1050 stockpile @ 41+35	123	cy. of	Pit Run	@	\$11.24	per c.y.=	\$1,382.52
							<u>TOTAL ROCK</u>
							\$5,953.52

ADDITIONAL REQUIREMENTS

TOTAL ADDITIONAL REQUIREMENTS **\$0.00**

ABANDONMENT

TOTAL ABANDONMENT **\$0.00**

Required
Pre-Haul Maintenance- \$10,960.71

Required
Reconstruction - \$0.00

Required Abandonment- \$0.00

Optional
Reconstruction - \$0.00

Required Construction - \$0.00

Optional
Construction - \$0.00

SUBTOTAL **\$10,960.71**

TOTAL \$10,960.71

COST PER STATION \$41.10

SUMMARY OF ROAD

Sale: Nakia Creek Salvage

Road: L-1560

Required
Pre-Haul Maintenance- 90+60 stations
1.72 miles

Required
Reconstruction - 0.00 stations
0.00 miles

Required
Construction - 0.00 stations
0.00 miles

Required Abandonment- 0.00 stations
0.00 miles

Optional
Reconstruction - 0.00 stations
0.00 miles

Optional
Construction - 0.00 stations
0.00 miles

PRE-HAUL MAINTENANCE

CLEARING

EXCAVATION

MISC.

Spot grade and shape existing road surface -	67.95	stations @	\$27.10	per station	\$1,841.45
Spot roll shaped road surface w/ vibratory roller prior to rocking -	67.95	stations @	\$14.40	per station	\$978.48

ENDHAUL

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$2,819.93**

RECONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CULVERTS - MATERIALS & INSTALLATION

Culverts

0	LF of 18"	\$0.00		0	LF of 24"	\$0.00
0	LF of 30"	\$0.00		0	LF of 36"	\$0.00
0	LF of 42"	\$0.00		0	LF of 48"	\$0.00
0	LF of 54"	\$0.00		0	LF of 60"	\$0.00
0	LF of 66"	\$0.00		0	LF of 72"	\$0.00
		\$0.00				\$0.00

Half Rounds

0	LF of 24"	\$0.00		0	LF of 30"	\$0.00
0	LF of 36"	\$0.00		0	LF of 42"	\$0.00
		\$0.00				\$0.00

Culvert Stakes & Markers

0	stakes	\$0.00
0	markers	\$0.00
		\$0.00

TOTAL CULVERTS **\$0.00**

ROCK

0+00 to 90+60 Spot Rock/L-1001B stockpile	150	cy. of	1 1/2" Minus	@	\$18.01	per c.y.=	\$2,701.50
							TOTAL ROCK

\$2,701.50

ADDITIONAL REQUIREMENTS

TOTAL ADDITIONAL REQUIREMENTS **\$0.00**

ABANDONMENT

TOTAL ABANDONMENT **\$0.00**

Required
Pre-Haul Maintenance- \$5,521.43

Required
Reconstruction - \$0.00

Required Abandonment- \$0.00

Optional
Reconstruction - \$0.00

Required Construction - \$0.00

Optional
Construction - \$0.00

SUBTOTAL **\$5,521.43**

TOTAL \$5,521.43

COST PER STATION \$60.94

SUMMARY OF ROAD

Sale: Nakia Creek Salvage

Road: L-1532 Landing & L-1530

Optional Pre-Haul Maintenance-	26+56 <u>0.50</u>	stations miles	Required Reconstruction -	<u>0.00</u>	stations miles	Required Construction -	<u>0.00</u>	stations miles
Required Abandonment-	<u>0.00</u>	stations miles	Optional Reconstruction -	<u>0.00</u>	stations miles	Optional Construction -	<u>0.00</u>	stations miles

PRE-HAUL MAINTENANCE

CLEARING

EXCAVATION

MISC.

Spot grade and shape existing road surface -	21.25	stations @	\$27.10	per station	\$575.88
Spot roll shaped road surface w/ vibratory roller prior to rocking -	21.25	stations @	\$14.40	per station	\$306.00
Construct landing -	4	@	\$185.50	each	\$742.00
Grass seed -	3.6	lbs @	\$9.00	per lb	\$32.40

ENDHAUL

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$1,656.28**

RECONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>					
0	LF of 18"	\$0.00	0	LF of 24"	\$0.00
0	LF of 30"	\$0.00	0	LF of 36"	\$0.00
0	LF of 42"	\$0.00	0	LF of 48"	\$0.00
0	LF of 54"	\$0.00	0	LF of 60"	\$0.00
0	LF of 66"	\$0.00	0	LF of 72"	\$0.00
		<u>\$0.00</u>			<u>\$0.00</u>
<u>Half Rounds</u>					
0	LF of 24"	\$0.00	0	LF of 30"	\$0.00
0	LF of 36"	\$0.00	0	LF of 42"	\$0.00
		<u>\$0.00</u>			<u>\$0.00</u>
<u>Culvert Stakes & Markers</u>					
0	stakes	\$0.00			
0	markers	\$0.00			
		<u>\$0.00</u>			
			<u>TOTAL CULVERTS</u>		<u>\$0.00</u>

ROCK

0+00 to 26+56 Spot Rock/L-1050 stockpile @	370	cy. of	Jaw Run/2 1/	@	\$19.77	per c.y.=	\$7,314.90
Landings/L-1050 stockpile @ 41+35	123	cy. of	Pit Run	@	\$19.51	per c.y.=	\$2,399.73
L-1532 Landing/L-1050 stockpile @ 41+35	41	cy. of	Pit-Run	@	\$20.05	per c.y.=	\$822.05
						<u>TOTAL ROCK</u>	<u>\$10,536.68</u>

ABANDONMENT

TOTAL ABANDONMENT **\$0.00**

Required Pre-Haul Maintenance-	\$12,192.96	Required Reconstruction -	\$0.00		
Required Abandonment-	\$0.00	Optional Reconstruction -	\$0.00	SUBTOTAL	\$12,192.96
Required Construction -	\$0.00	Optional Construction -	\$0.00	TOTAL	\$12,192.96
				COST PER STATION	\$459.07

SUMMARY OF ROAD

Sale:	Nakia Creek Salvage		Road:	L-1000L1	
Required Pre-Haul Maintenance-	0.00	stations miles	Required Reconstruction -	0.00	stations miles
Required Abandonment-	28+39 0.54	stations miles	Optional Reconstruction -	28+39 0.54	stations miles
			Required Construction -	0+00 0.00	stations miles
			Optional Construction -	0.00	stations miles

PRE-HAUL MAINTENANCE

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

RECONSTRUCTION

CLEARING/GRUBBING

Scattering Organic Debris	1.55	acres @	\$1,010.00	per acre	\$1,565.50
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EXCAVATION

Reconstruct and Widen Road Prism/with ditchline - includes embankment	28.39	stations @	\$80.40	per station	\$2,282.56
Grade and shape subgrade -	28.39	stations @	\$22.55	per station	\$640.19

FILL

MISC.

Roll subgrade w/ vibratory roller prior to rocking -	28.39	stations @	\$18.00	per station	\$511.02
Reconstruct turnouts -	3	@	\$91.00	each	\$273.00
Construct landing -	2	@	\$185.50	each	\$371.00
Grass seed -	41.0	lbs @	\$9.00	per lbs	\$369.00

ENDHAUL

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$6,012.27**

CONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CULVERTS - MATERIALS & INSTALLATION

Culverts & Bands

120	LF of 18"	\$2,990.72	0	LF of 24"	\$0.00
0	LF of 30"	\$0.00	0	LF of 36"	\$0.00 w/bevel
0	LF of 42"	\$0.00	0	LF of 48"	\$0.00
0	LF of 54"	\$0.00	0	LF of 60"	\$0.00
0	LF of 66"	\$0.00	0	LF of 72"	\$0.00
		\$2,990.72			\$0.00

Half Rounds

0	LF of 24"	\$0.00	0	LF of 30"	\$0.00
0	LF of 36"	\$0.00	0	LF of 42"	\$0.00
		\$0.00			\$0.00

Culvert Stakes & Markers

0	stakes	\$0.00			
0	markers	\$0.00			
		\$0.00			

TOTAL CULVERTS **\$2,990.72**

ROCK

0+00 to 3+00 Spot Rock/L-1050 stockpile @	100	cy. of	Jaw Run/2 1/	@	\$6.99	per c.y.=	\$699.00
3+00 to 28+39 Spot Rock/L-1401 stockpile	380	cy. of	Jaw Run	@	\$9.46	per c.y.=	\$3,594.80
Energy Dissipator/Headwall - culverts	4.0	cy. of	Riprap LL	@	\$9.81	per c.y.=	\$39.24
Landings/L-1401 stockpile	82	cy. of	Jaw Run	@	\$8.14	per c.y.=	\$667.48
						TOTAL ROCK	\$5,000.52

ADDITIONAL REQUIREMENTS

TOTAL ADDITIONAL REQUIREMENTS **\$0.00**

ABANDONMENT

Construct waterbar -	13	@	\$98.00	each	\$1,274.00
Construct Earthen Barricade - 0+10 & 0+30	2	@	\$188.00	each	\$376.00
Rip roadway -	28.39	stations @	\$35.60	per station	\$1,010.68
Grass seed -	88.8	lbs @	\$9.00	per lbs	\$799.20
Remove culverts -	2.0	hours @	\$178.00	per hour	\$356.00
Remove culverts from state lands -	4	@	\$100.00	each	\$400.00
Scatter woody debris -	2.8	hours @	\$178.00	per hour	\$498.40
				TOTAL ABANDONMENT	\$4,714.28

Required Pre-Haul Maintenance-	\$0.00	Required Reconstruction -	\$0.00		
Required Decommissioning-	\$4,714.28	Optional Reconstruction -	\$14,003.51	SUBTOTAL	\$18,717.79
Required Construction -	\$0.00	Optional Construction -	\$0.00	TOTAL	\$18,717.79

COST PER STATION \$659.31

SUMMARY OF ROAD

Sale:	Nakia Creek Salvage		Road: Spur A
Required Haul Maintenance- Required Abandonment-	Pre- 0.00 stations miles 2+65 stations 0.05 miles	Required Reconstruction - 0.00 stations miles Optional Reconstruction - 0.00 stations miles	Required Construction - 0.00 stations miles Optional Construction - 2+65 stations 0.05 miles

PRE-HAUL MAINTENANCE

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

RECONSTRUCTION

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$0.00**

CONSTRUCTION

CLEARING/GRUBBING

Scattering Organic Debris	0.27	acres @	\$1,010.00	per acre	\$272.70
Remove large stumps -	3	@	\$117.00	each	\$351.00

EXCAVATION - includes drift endhaul

Road Construction Earthwork - includes embankment work	2.65	sta. @	\$174.78	per sta. =	\$463.17
Grade and shape subgrade -	2.65	stations @	\$22.55	per station	\$59.76

FILL

MISC.

Roll subgrade w/ vibratory roller prior to rocking -	2.65	stations @	\$18.00	per station	\$47.70
Construct landing -	1	@	\$185.50	each	\$185.50
Grass seed -	4.5	lbs @	\$9.00	per lbs	\$40.50

ENDHAUL - by trucking

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$1,420.33**

CULVERTS - MATERIALS & INSTALLATION

Culverts

0	LF of 18"	\$0.00		0	LF of 24"	\$0.00
0	LF of 30"	\$0.00		0	LF of 36"	\$0.00
0	LF of 42"	\$0.00		0	LF of 48"	\$0.00
0	LF of 54"	\$0.00	w/gasket-bevel	0	LF of 60"	\$0.00
0	LF of 66"	\$0.00		0	LF of 72"	\$0.00
		\$0.00				\$0.00

Half Rounds

0	LF of 24"	\$0.00		0	LF of 30"	\$0.00
0	LF of 36"	\$0.00		0	LF of 42"	\$0.00
		\$0.00				\$0.00

Culvert Stakes & Markers

0	stakes	\$0.00	
0	markers	\$0.00	
		\$0.00	

TOTAL CULVERTS **\$0.00**

ROCK

Landing/L-1050 stockpile @ 41+35	41	cy. of	Pit Run	@	\$7.58	per c.y. =	\$310.78
0+00 to 2+65 Rock/L-1050 stockpile @ 7+10	141	cy. of	Jaw Run/2 1/2	@	\$7.70	per c.y. =	\$1,085.70
							TOTAL ROCK

\$1,396.48

ADDITIONAL REQUIREMENTS

TOTAL ADDITIONAL REQUIREMENTS **\$0.00**

ABANDONMENT

Construct waterbar -	1	@	\$98.00	each	\$98.00
Construct Earthen Barricade - 0+10 & 0+30	2	@	\$188.00	each	\$376.00
Rip roadway -	2.65	stations @	\$35.60	per station	\$94.34
Grass seed -	8.4	lbs @	\$9.00	per lbs	\$75.60
Scatter woody debris -	0.2	hours @	\$178.00	per hour	\$35.60

TOTAL ABANDONMENT **\$679.54**

Required Pre-Haul Maintenance-	\$0.00	Required Reconstruction -	\$0.00	
Required Abandonment-	\$679.54	Optional Reconstruction -	\$0.00	SUBTOTAL
Required Construction -	\$0.00	Optional Construction -	\$2,816.81	\$3,496.35

TOTAL \$3,496.35

COST PER STATION \$1,319.38

ROCK DEVELOPMENT COST SUMMARY

	Existing 1 1/2" Minus Stockpile	3+60 on L-1001B
	Existing Jaw Run Stockpile	3+00 on L-1401
	Existing Mixed - 2 1/2" Minus/Jaw Run Stockpile	7+10 on L-1050
Pit:	Existing Pit Run & Rip Rap Stockpiles	Location: 41+35 on L-1050
Sale:	Nakia Creek Salvage	Road: 2936. c.y.
Swell:	1.30	Stockpile: c.y.
Shrinkage	1.16	Total Truck Loads: 2936. c.y.
Drill Pct.:	0%	In Place Total: c.y.

Pit Development & Cleanup including Clearing and grubbing of Waste Area @ adjacent to pit, place overburden

in Waste Area, spread and compact.	\$0.00	/cu.yd x	0	cu.yds.	\$0.00
Drill & Shoot:	\$3.65	/cu.yd x	0	cu.yds.	\$0.00
Rip Rock:	\$2.50	/cu.yd x	0	cu.yds.	\$0.00
Push Rock:	\$1.35	/cu.yd x	0	cu.yds.	\$0.00
Load Crusher:	\$0.75	/cu.yd x	0	cu.yds.	\$0.00
Crush 3" Rock:	\$4.05	/cu.yd x	0	cu.yds.	\$0.00
Load Dump Truck - Crushed, Jaw/Pit Run	\$0.75	/cu.yd x	2932	cu.yds.	\$2,199.00
Load Dump Truck - Riprap:	\$2.25	/cu.yd x	4.0	cu.yds.	\$9.00
	\$0.00	/ton x	0	tons =	\$0.00
	\$0.00	/ton x	0	tons =	\$0.00
	\$0.00	/ton x	0	tons =	\$0.00
	\$0.00	/cu.yd x	0	cu.yds.	\$0.00
Subtotal	\$2,208.00				

Move In/Set-up Jaw	0	@	\$0.00	=	\$0.00
Move In/Set-up 2 Stage Crusher	0	@	\$0.00	=	\$0.00
Move In/Set-up 3 Stage Crusher	0	@	\$0.00	=	\$0.00
Move In and set up Drill and Compressor	0	@	\$0.00	=	\$0.00
Move in Roller and Compactor	1	@	\$429.40	=	\$429.40
Move in Grader	1	@	\$274.89	=	\$274.89
Move in D-8	0	@	\$0.00	=	\$0.00
Move in Loader	1	@	\$495.49	=	\$495.49
Move in Excavator	0	@	\$0.00	=	\$0.00
Move in Trucks	5	@	\$157.77	=	\$788.85
Move in Water Truck	0	@	\$0.00	=	\$0.00
Subtotal	\$1,988.63				

TOTAL PRODUCTION COSTS \$4,196.63

Base Cost= \$1.43 Per Cu.Yd.

Road Segment	Haul Cost	Proc Cost	Load Cost		Number	Speed	One-way	ROCK COST
	/cu.yd.	/cu.yd.	Base Cst.	Cost	Cu. Yds	(Mi/hr.)	Dist (ft)	
L-1000 0+00 to 171+31 Spot Rock/L-1001B stockpile 1 1/2" Minus	\$6.87	\$1.70	\$1.43	\$10.00	685	17	12711	\$6,850.00
L-1000 Landing/L-1050 stockpile @ 41+35 Pit Run	\$4.86	\$0.60	\$1.43	\$6.89	41	10	5135	\$282.49
L-1001B 0+00 to 3+60 Spot Rock/L-1001B stockpile 1 1/2" Minus	\$2.65	\$1.70	\$1.43	\$5.78	55	5	360	\$317.90
L-1050 0+00 to 41+35 Spot Rock/L-1001B stockpile 1 1/2" Minus	\$4.31	\$1.70	\$1.43	\$7.44	250	17	5731	\$1,860.00
L-1500 0+00 to 266+66 Spot Rock/L-1001B stockpile 1 1/2" Minus	\$9.93	\$1.70	\$1.43	\$13.06	350	17	21023	\$4,571.00
L-1500 Landings/L-1050 stockpile @ 41+35 Pit Run	\$9.21	\$0.60	\$1.43	\$11.24	123	17	20555	\$1,382.52
L-1560 0+00 to 90+60 Spot Rock/L-1001B stockpile 1 1/2" Minus	\$14.88	\$1.70	\$1.43	\$18.01	150	17	34484	\$2,701.50
L-1530 0+00 to 26+56 Spot Rock/L-1050 stockpile @ 7+10 Jaw Run/2	\$16.89	\$1.45	\$1.43	\$19.77	370	17	39961	\$7,314.90
L-1530 Landings/L-1050 stockpile @ 41+35 Pit Run	\$17.48	\$0.60	\$1.43	\$19.51	123	17	43061	\$2,399.73
L-1532 Landing/L-1050 stockpile @ 41+35 Pit-Run	\$18.02	\$0.60	\$1.43	\$20.05	41	17	44521	\$822.05
L-1000L1 0+00 to 3+00 Spot Rock/L-1050 stockpile @ 7+10 Jaw Run	\$4.11	\$1.45	\$1.43	\$6.99	100	17	5191	\$699.00
L-1000L1 3+00 to 28+39 Spot Rock/L-1401 stockpile Jaw Run	\$6.58	\$1.45	\$1.43	\$9.46	380	17	11921	\$3,594.80
L-1000L1 Energy Dissipator/Headwall - culverts Riprap LL	\$6.58	\$1.80	\$1.43	\$9.81	4	15	9856	\$39.24
L-1000L1 Landings/L-1401 stockpile Jaw Run	\$6.11	\$0.60	\$1.43	\$8.14	82	17	12121	\$667.48
Spur A Landing/L-1050 stockpile @ 41+35 Pit Run	\$5.55	\$0.60	\$1.43	\$7.58	41	17	10613	\$310.78
Spur A 0+00 to 2+65 Rock/L-1050 stockpile @ 7+10 Jaw Run/2 1/2"	\$4.82	\$1.45	\$1.43	\$7.70	141	17	7122	\$1,085.70
Total C.Y.					2936.0			Sub Total \$34,899.09

TOTAL ROCKING COSTS \$34,899.09

Road Building Move-In Calculations

Sale: **Nakia Creek Salvage**

LOWBOY HAUL (Round Trip)		
DIST. (mi)	ROADWAY	AVE SPEED (mph)
15.0	Highway	40
7.5	County/ Mainline	17
1.4	Steep Grades	10

No.	EQUIPMENT DESCRIPTION	Move in Cost	Pilot Cars	within Area			Within		Total Cost
				Move (\$/mile)	Begin Mileage	End Mileage	Total Miles	Area Cost	
0	Brush Cutter	\$324.73		\$17.80	0.00	0.00	0	\$0.00	\$0.00
1	Graders	\$508.21		\$19.83	0.00	0.00	5	\$99.15	\$607.36
0	Loader (Small)	\$324.73		\$15.00	0.00	0.00	0	\$0.00	\$0.00
0	Loader (Med. & Large)	\$508.21		\$17.00	0.00	0.00	0	\$0.00	\$0.00
1	Rollers & Compactors	\$324.73		\$27.14	0.00	0.00	5	\$135.70	\$460.43
0	Drill & Compressor	\$324.73		\$35.60	0.00	0.00	0	\$0.00	\$0.00
1	Excavators (Small)	\$324.73		\$50.00	0.00	0.00	4	\$200.00	\$524.73
1	Excavators (Large)	\$639.26	2	\$56.00	0.00	0.00	2	\$112.00	\$824.72
0	Tired Backhoes/Skidlers	\$508.21		\$12.50	0.00	0.00	0	\$0.00	\$0.00
1	Tractors (D6)	\$508.21		\$32.43	0.00	0.00	4	\$129.72	\$637.93
0	Tractors (D7)	\$508.21		\$30.00	0.00	0.00	0	\$0.00	\$0.00
0	Tractor (D8)	\$639.26	0	\$57.43	0.00	0.00	0	\$0.00	\$0.00
5	Dump Truck (10 cy +)	\$157.77		\$11.00	0.00	0.00	5	\$275.00	\$2,163.85
0	Dump Truck (Off Hiway)	\$456.24		\$9.00	0.00	0.00	0	\$0.00	\$0.00
0	Water Truck (1500 Gal)	\$120.48		\$10.50	0.00	0.00	0	\$0.00	\$0.00
0	Water Truck (2500 Gal)	\$140.56		\$12.25	0.00	0.00	0	\$0.00	\$0.00

	TOTAL MOVE-IN COSTS: \$5,219.02
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WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Pacific Cascade

Timber Sale Name: Nakia Creek Salvage

Application Number: 30- 105102

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 265 linear feet
Road to be constructed (optional and required) but not abandoned

Reconstruction: 2,839 linear feet
Road to be reconstructed (optional and required) but not abandoned

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

Decommission: 0 linear feet
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 60,008 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 265 linear feet
Roads to be constructed (optional and required) and then abandoned

2,839 linear feet
Temporary Reconstruction:
Roads to be reconstructed (optional and required) and then abandoned

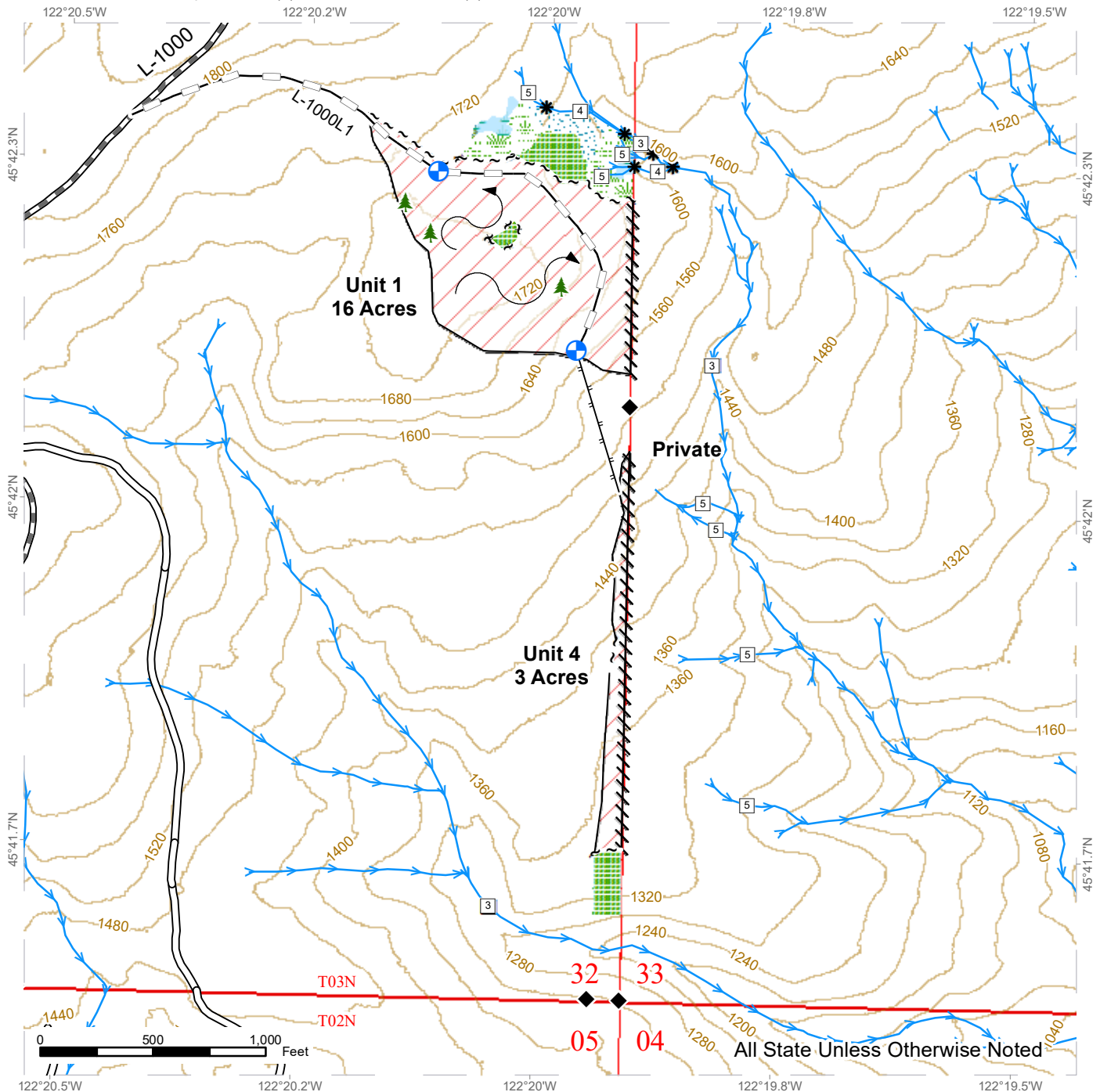
All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact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

(Revised 9/18)

LOGGING PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



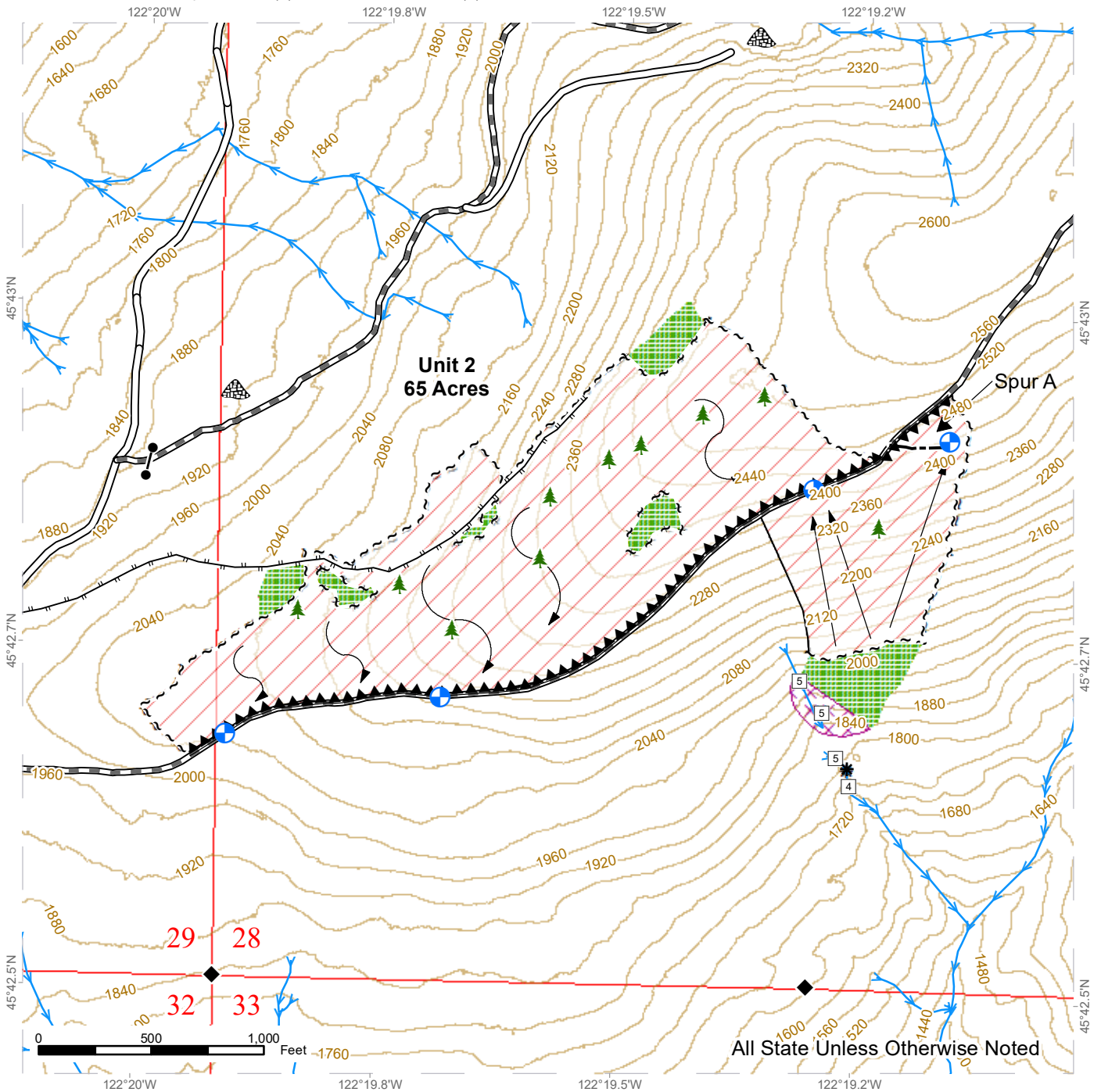
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	Ground Harvest		Timber Type Change		Stream Type
	Leave Tree Area		Leave Tree Tags		Stream Type Break
	Riparian Mgt Zone		Flag Line		Landing - Proposed
	Forested Wetland		Existing Roads		Leave Tree Area <1/4-acre
	Wetland Mgt Zone		Required Pre-Haul Maintenance		
			Optional Reconstruction		
			Designated Skid Trail		



LOGGING PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



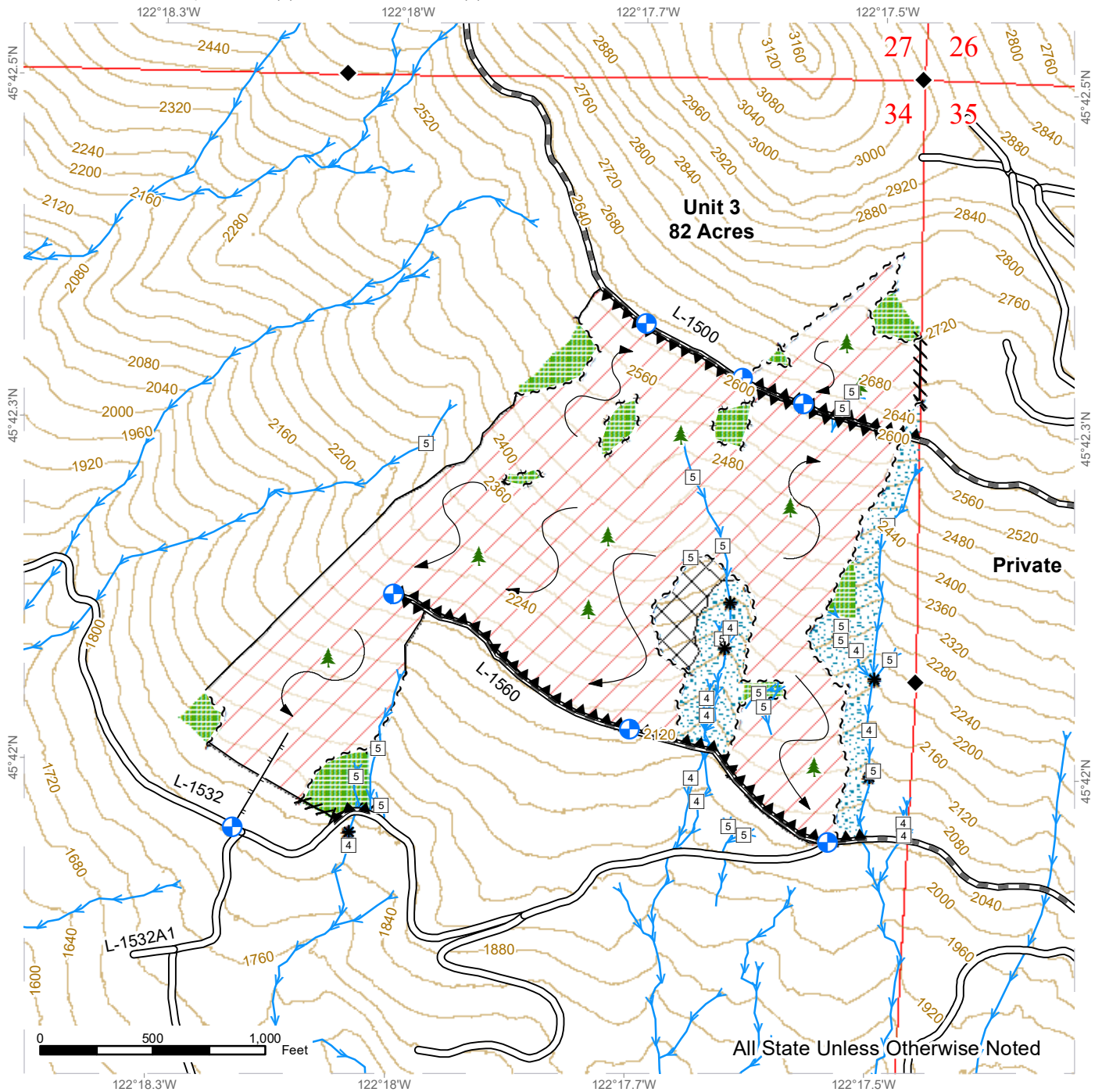
All State Unless Otherwise Noted

	Variable Retention Harvest		Sale Boundary Tags		Streams
	Ground Harvest		Timber Type Change		Stream Type
	Cable Harvest		Leave Tree Tags		Stream Type Break
	Leave Tree Area		Existing Roads		Gate (PCP 1-1)
	Potentially Unstable Slopes		Required Pre-Haul Maintenance		Landing - Proposed
			Optional Construction		Leave Tree Area <1/4-acre
			Designated Skid Trail		Stockpile
			Hazard Abatement Area		


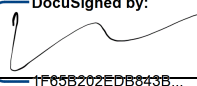
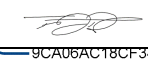
LOGGING PLAN MAP

SALE NAME: NAKIA CREEK SALVAGE
AGREEMENT#: 30-105102
TOWNSHIP(S): T3R4E
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Clark
ELEVATION RGE: 1320-2760



	Variable Retention Harvest		Sale Boundary Tags		Streams
	Ground Harvest		Timber Type Change		Stream Type
	Talus and Buffer		Leave Tree Tags		Stream Type Break
	Leave Tree Area		Flag Line		Landing - Proposed
	Riparian Mgt Zone		Existing Roads		Leave Tree Area <1/4-acre
			Required Pre-Haul Maintenance		
			Designated Skid Trail		
			Hazard Abatement Area		

WTL Transaction Approval Request		File Reference # CA2023-200-1705	
Name of Other Party Washington State – Department of Natural Resources (DNR)		Type of Transaction Road Use Permit	
Term May 1st, 2023-October 31st, 2026		Consideration \$3,697.60	
Location Section 35, T3N, R4E W.M. Clark County, Washington			
Transaction Description Washington State – DNR wishes to use our logging roads to facilitate the transport of a fire salvage sale. DNR has named this timber sale “Nakia Creek TBS”. Due to this being nearly a four-year transaction I need your approvals.			
Approval Initiator Jeremy Sapp	Location Lower Columbia Region	Telephone 360-355-6251	Date 3/30/23
NAME	INSTRUCTIONS	APPROVED	DATE APPROVED
Land Use Manager – Jeremy Sapp	Please approve, forward to next on list, and copy Jeremy Sapp	DocuSigned by: 	3/31/2023
Area Manager - Yazmina Venegas		897DE60F6D96413... DocuSigned by: 	4/2/2023
Region Manager – Travis Ridgeway		1F65B202EDB843B... DocuSigned by: 	4/2/2023
VP WTL Bill Frings		9CA06AC18CF3427/... DocuSigned by: Bill Frings	4/3/2023
VP Timberlands Travis Keatley		B09ABF54EE24412... DocuSigned by: Travis Keatley	4/3/2023
Post Approval			
Jeremy Sapp	Collect signatures and mail approved document to DNR.		

Road Use Permit
State of Washington- Department of Natural Resources – Log and Mineral
Haul road use permit

This Road Use Permit (this “**Permit**”), is effective as of May 1st, 2023 (the “**Effective Date**”), between **Weyerhaeuser Timber Holdings, Inc.**, a Delaware Corporation, with a mailing address of PO Box 667, Longview, WA., 98632 (“**Weyerhaeuser**”) and **State of Washington- Department of Natural Resources** with a mailing address of P.O. Box 280, Castle Rock, WA., 98611 (“**Permittee**”). Weyerhaeuser and Permittee are sometimes referred to herein individually as a “**Party**”, and collectively as, the “**Parties**”.

1. Road Use Permit Area & Permitted Uses. Weyerhaeuser grants Permittee the non-exclusive right to enter and be upon the Weyerhaeuser roads located in Section 35 Township 3N, Range 4E Skamania County, Washington, as depicted on the map attached as Exhibit A (the “**Permit Road**”) for the limited purpose of management of a timber sale and for the timber and mineral haul with respect to the purchase of the Nakia Creek Salvage TBS in Section 34 Township 03 North Range 04 East. Exhibit A depicts the permitted road(s).

The permission granted to Permittee in this Permit is limited to lands owned by Weyerhaeuser. Weyerhaeuser makes no representation or warranty as to its ownership rights as to the Permit Road, the adjacent property, or the interpretation by any third party of any laws, regulations, or government policies, or the existence or interpretation of any encumbrances or Indian treaties.

2. Term. This permit expires October 31st, 2026 commencing on the Effective Date. This permit may be terminated for any or no reason by either Weyerhaeuser or Permittee giving sixty (60) days written notice to the other of such termination.

3. Consideration. On or before the Effective Date the Permittee shall pay to Weyerhaeuser the sum of \$500 as a one-time permit fee and a road use fee \$3,197.60 for a total payment of **\$3,697.60**. Please make check payable to Weyerhaeuser Timber Holdings, Inc. Consideration is due within 30 days of the sale of the Nakia Creek TBS.

4. Insurance. Before commencing any activity under this Permit, Permittee shall obtain and maintain in full force and effect during the term of this Permit, at Permittee’s sole expense, the following insurance coverages:

- a) If, under this Permit, Permittee will operate equipment not licensed for use on public highways, the minimum coverages and limits will be: Comprehensive or Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products, completed operations, broad form property damage, and independent operator/contractors, with minimum limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate. Weyerhaeuser shall be designated as an Additional Insured evidenced by copy of the

Additional Insured Endorsement attached to the Certificate of Insurance and the endorsement is to include that the insurance will cover "Any and all operations performed by or for the Named Insured for Weyerhaeuser Company and its subsidiaries and affiliates." The endorsement may be specific to the project (CG 20 10, 0704, or equivalent) or may be a Blanket Additional Insured Endorsement applicable to all contracts, again equivalent to the CG 20 10 07 04, Permittee's insurance or self-insurance shall be primary and Weyerhaeuser's insurance or self-insurance is excess over other available coverage.

- b) If, under this Permit, Permittee will operate equipment which is licensed for use on public highways, the minimum coverages and limits will be: Comprehensive Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of: (a) For heavy vehicles, equal to or more than 12,000 pounds (gross vehicle weight): combined single limit of \$1,000,000; or (b) For light vehicles, less than 12,000 pounds (gross vehicle weight): combined single limit of \$300,000.

On or before the Effective Date, Permittee shall furnish Weyerhaeuser with a Certificate of Insurance evidencing compliance herewith. Permittee shall give Weyerhaeuser at least thirty (30) days written notice prior to cancellation of said coverage, either in whole or in part, and the failure of Permittee to give said notice as required shall be considered a default on Permittee's part. Permittee shall ensure that its subcontractors have insurance coverages and endorsements consistent with the above. Insurance companies providing coverage for Permittee and subcontractors shall have a Best's rating of no less than B+ VII. Permittee's and subcontractor's insurance companies shall waive right of subrogation against Weyerhaeuser and its subsidiaries and affiliates. All insurance or self-insurance of Weyerhaeuser and its subsidiaries and affiliates shall be excess of any insurance provided by Permittee or subcontractors.

- 5. Compliance with Law.** Permittee shall comply with all applicable federal, state, and local laws, regulations, and other requirements.
- 6. Safety.** Permittee shall comply with the safety rules listed below:
- a. Maximum speed is 25 mile-per-hour on all primary roads. Individual road conditions, weather, and limited visibility will require slower speeds.
 - b. All vehicle occupants must wear seat belts on Weyerhaeuser roads.
 - c. Drive with lights "on."
 - d. Drive on the right.
 - e. Be prepared to stop in no more than half your sight distance.
 - f. Do not block roads or otherwise interfere with forestry operations.
 - g. Take all reasonable precaution to prevent unauthorized persons from using the Permit Road(s) and from entering Weyerhaeuser or other lands by means of the Permit Road(s).
 - h. Keep the Permit Road(s) open and not obstruct them, nor land any logs or other forest products alongside them, nor load any trucks on them without Weyerhaeuser 's prior written permission.

- i. Strictly comply with all safety rules and traffic regulations promulgated by Weyerhaeuser or public authority which safety rules may be changed from time to time at the sole discretion of Weyerhaeuser.
- j. Suspend use of the Permit Road(s) whenever the use, due to weather conditions, will cause excessive damage to the Permit Road(s).
- k. After passing through, leave all gates in open or closed position as found prior to passing through, unless otherwise instructed to follow a different local gate policy.

7. Road Maintenance. Permittee shall maintain and leave the Permit Road(s) at a standard that allows normal use by passenger cars. If any portions of the Permit Roads are maintained by any other party, Permittee shall pay to the maintaining party Permittee's equitable share of the cost of such maintenance, to be agreed upon by the parties concerned. Acceptable road conditions include the following:

- a. Culverts need to be open, free flowing, and in good working order. If they become damaged, they shall be cut back, repaired, or replaced. Flowing streams need to be cleaned fifty (50) feet above the culvert inlet. Outlets shall be open and free of debris so blockage will not occur. Culverts shall be staked and clearly identified.
- b. Cutbanks shall be clean and free of logging debris (limbs, tops, etc.) to prevent debris from entering and blocking the ditch.
- c. Ditches shall be free of logging debris, well defined, and in good working order. They need to be able to accept and transport water to the nearest culvert or outlet and shall be cleaned if not functional.
- d. Road surfaces shall be smoothed and shaped. Surface repair must be made if necessary.
- e. Landings that are "perched" must be pulled back and stabilized to minimize possible failure.
- f. Logging debris shall not be pushed or sidecast onto an area where it could fail, slide, or enter a stream.
- g. Road maintenance activities shall minimize erosion and sediment delivery that impacts water quality. Such activities may include spreading an approved rock grade on road surfaces, water barring road, or placement of hay bales in ditches.

8. Fire Protection. Permittee shall comply with all laws and regulations pertaining to fire protection and suppression, and take every possible precaution to prevent fires from igniting on or spreading onto Weyerhaeuser's property. If a fire should occur on or near the Permit Road, Permittee shall immediately notify Weyerhaeuser at 360 - 355 - 6251 and appropriate government agencies and shall make every effort to help suppress or contain the fire. In addition to any liability for negligence, Permittee will reimburse Weyerhaeuser for all damages (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Permittee's activities, except to the extent such fires were the result of the negligence of Weyerhaeuser.

9. Hazardous Materials. Permittee shall:

- a. Not dispose or discard any dangerous, hazardous, or regulated products or materials including, but not limited to, petroleum products, anti-freeze, oil filters, grease tubes, etc., on Weyerhaeuser's property.
- b. Inspect, on a daily basis, all equipment used by Permittee for hydraulic and fuel leaks, and ensure that any such equipment will be repaired and properly maintained before entry upon Weyerhaeuser's property.
- c. Immediately clean up and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil, other than clean water.
- d. Report all oil sheen on waters and all spills immediately to Weyerhaeuser's designated representative and shall advise such person of the location, type of spill, and the steps being taken to contain and control the spill.
- e. Report all oil sheen on waters and all spills within two (2) hours to the responsible local agency.

10. Firearms and Weapons. Permittee shall not use or display firearms or weapons on Weyerhaeuser property while operating under this Permit.

11. Housekeeping. Permittee shall maintain satisfactory housekeeping practices during the duration of the Permit, and upon completion of work, shall remove all equipment, materials, tools, rubbish, and other materials of any kind, which may have accumulated on the premises. Leave the premises in a clean and satisfactory condition. On-site disposal of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise, is specifically prohibited.

12. Notices. All notices provided for in this Permit, except notices regarding fire suppression or hazardous materials spills, must be written and given by either personal hand-delivery (including Federal Express or other recognized, national overnight mail carrier), or regular U.S. mail, postage prepaid to the address above. All notices regarding fire suppression or hazardous materials must be reported in person or by telephone as soon as possible. All notices must be given to the persons whose signatures appear at the end of this Permit.

13. No Harvesting Activities Permitted. Permittee shall not conduct any harvesting operations upon the Permitted Roads or on any other Weyerhaeuser property including unloading, ramping, refueling or other activities related to Permittee's harvest activities other than ingress and egress from the adjoining property.

14. Non-Assignment. Permittee may not assign its rights under this Permit without Weyerhaeuser's prior written consent, which consent may be withheld in Weyerhaeuser's sole and absolute discretion, and Weyerhaeuser may consider any attempted assignment without this consent to be void and to terminate this Permit.

15. Indemnity by the State: State shall defend, indemnify and hold harmless the Weyerhaeuser from all claims that arise out of the negligence of the State or its Permittees in their use of the permit. A claim" as used in this section means any financial

loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use.

Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless Weyerhaeuser from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Weyerhaeuser and its Permittee. This indemnification shall survive the expiration or termination of the permit.

15. Assumption of Risk. Permittee assumes all risks of personal injury or property damage to itself and its employees, agents, and contractors in connection with Permittee's activities under this Permit. Permittee acknowledges that the Permit Road(s) are used for logging, forestry, and industrial operations and are maintained, if at all, only to standards required for such use. Permittee further acknowledges and understands that Weyerhaeuser has made no representations as to the present or future condition of its property or the Permit Road(s), the character of traffic on its property or Permit Road(s), or any other factor affecting Permittee's risks. Permittee shall pay for all damage to Weyerhaeuser's property resulting directly or indirectly from Permittee's acts or omissions under this Permit, even if not attributable to negligence by Permittee.

16. Suspension and Termination for Default. Weyerhaeuser may suspend Permittee's activities under this Permit immediately by written notice of any default. Suspension will continue until the default is remedied. Any time after ten (10) days from such a suspension notice, if Permittee is still in default, Weyerhaeuser may terminate Permittee's rights under this Permit. Weyerhaeuser's right to suspend and terminate Permittee's rights under this paragraph are in addition to all other available remedies. The following events shall constitute events of default: (a) Failure to comply with any of the terms or conditions of this Permit; and (b) Commencement of any proceeding or petition under the Bankruptcy Code or any other federal or state bankruptcy, insolvency, receivership, or similar law.

17. Liability for Loss or Damage. Permittee shall be liable to Weyerhaeuser for, and hereby covenants to pay for, all loss or damage to any Weyerhaeuser property, real, personal, or otherwise, caused by or resulting from Permittee's or the Permittee Parties' exercise of rights hereunder.

18. Relationship of Parties. This Agreement is not intended to create and shall not be construed to create any partnership or association for profit between Permittee and Weyerhaeuser, and any liabilities hereunder shall be several and not joint.

19. Confidentiality. The terms of this Permit may not be disclosed by Permittee to persons other than affiliates, parent or subsidiaries, or parties confidentially bound to Permittee without Weyerhaeuser's prior written consent, except in situations required by law or a court of competent jurisdiction.

20. Recording. Permittee may not record this Permit in any public records.

21. Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

22. Interpretation. Each party acknowledges that it and its legal counsel have had the opportunity to review this Permit. The parties agree that the terms and conditions of this Permit shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.

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

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

25. Governing Law & Venue. The validity, construction, and performance of this Permit shall be governed by and construed in accordance with the laws of the state in which the Permit Road(s) are located, without regard to its conflict of laws rules. The parties agree to submit to the jurisdiction of any state or federal court within such state in any action or dispute resolution process arising out of the terms, enforcement, or breach of this Permit, and the parties agree that the courts of any Indian Tribe, whether federally recognized or otherwise, shall not be utilized to resolve or adjudicate any action or dispute arising out of the terms, enforcement, or breach of this Lease.

26. Attorneys' Fees. Should any legal action or proceeding be commenced by either party to enforce all or any provision of this Permit, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with this Permit, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

27. Compliance with All Laws; Endangered Species. Permittee agrees to use the Permitted Roads for the purpose authorized in this Agreement strictly in accordance to all Federal, State and

local laws, rules and regulations concerned with the environmental protection and control and to strictly comply therewith.

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

29. Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

In Witness Whereof, the parties have executed this Road Use Permit as of the Effective Date.

WEYERHAEUSER Timber Holdings, Inc.
By:
Name: Bill Frings
Its: WTL Vice President

Address: PO Box 667
Longview, WA. 98632

PERMITTEE:

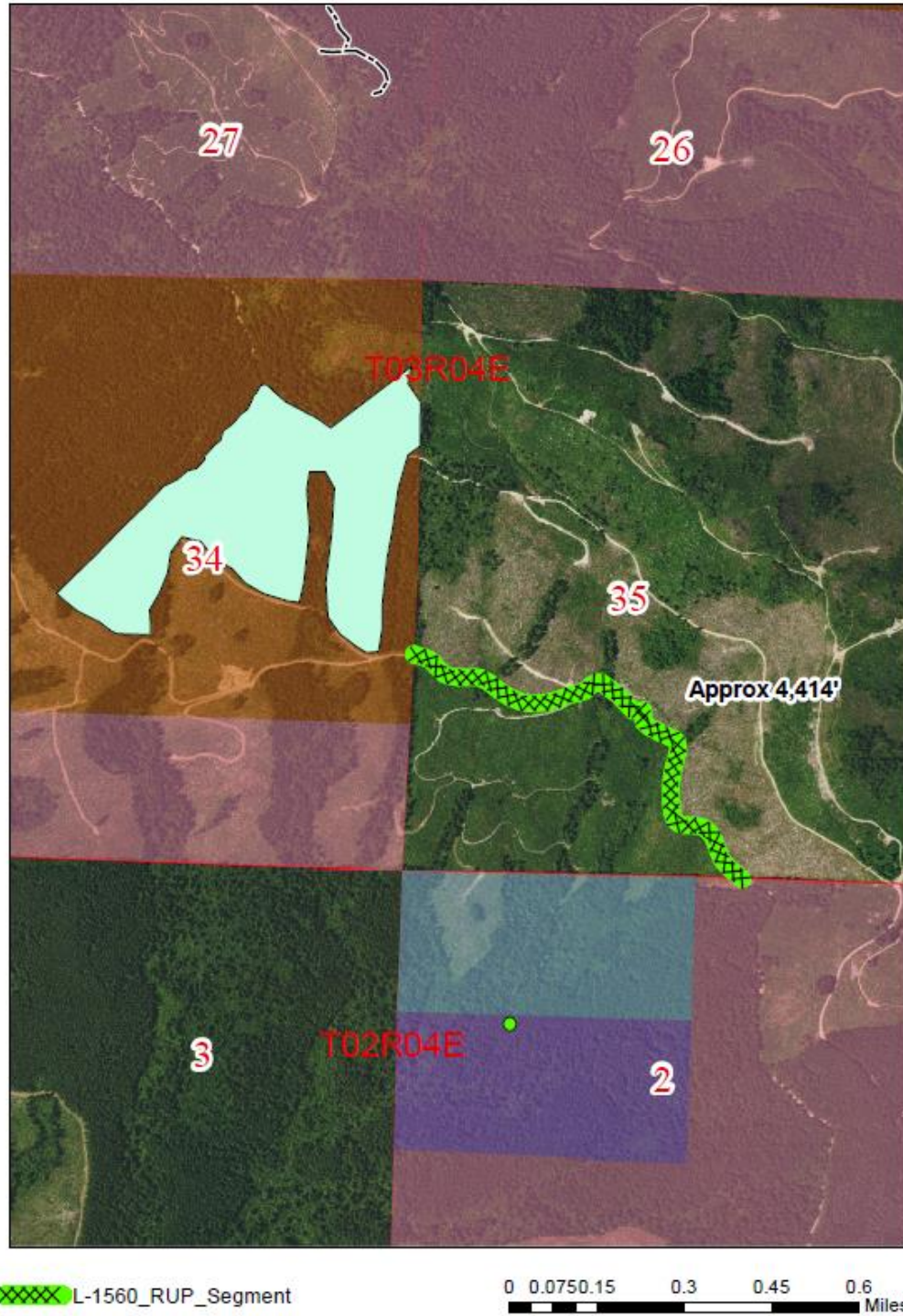
State of Washington – Department of Natural Resources

By:
Name: Eric Wisch
Its: PC Region Manager

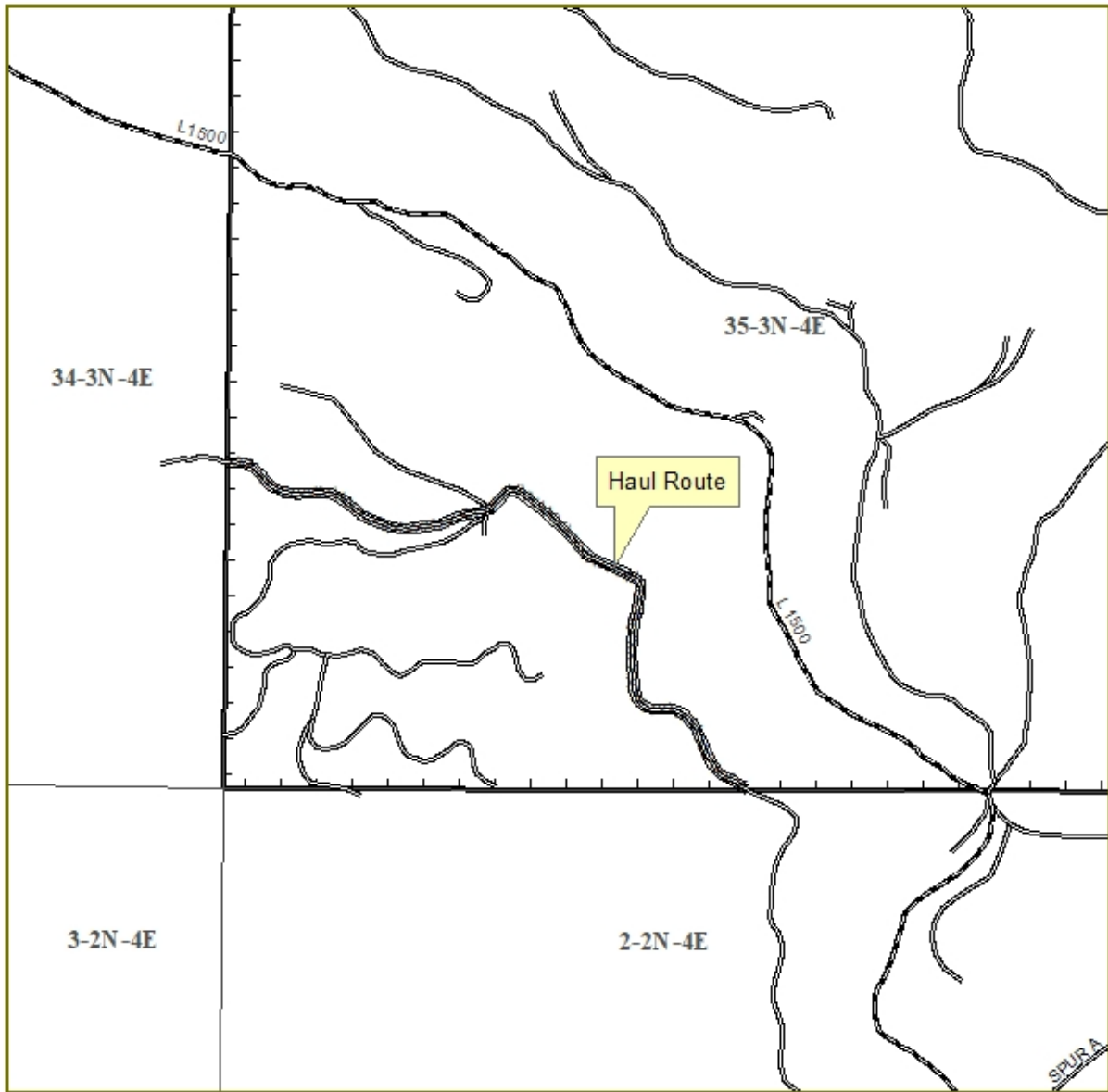
Address: PO Box 280
Castle Rock, WA. 98611

EXHIBIT A

RUP Request Map - Nakia Creek Salvage



DNR - Nakia Creek Timber Salvage Haul Route



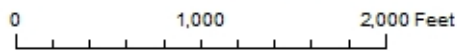
Weyerhaeuser Timber Holdings, Inc.
Clark County, Washington
Section 35
T3N R4E

Legend

- | | |
|-----------------|-----------------------------|
| road use permit | Minor Paved Rd |
| Interstate | Minor Unimproved Rd |
| Highway | Sections (full legal label) |
| Major Paved Rd | Weyerhaeuser Property |
| Major Gravel Rd | |



1 inch = 1,000 feet



3/30/2023