



## TIMBER NOTICE OF SALE

**SALE NAME:** *FOGGY NOTION*

**AGREEMENT NO:** 30-102288

**AUCTION:** April 27, 2023 starting at 10:00 a.m.,  
Southeast Region Office, Ellensburg, WA

**COUNTY:** Klickitat

**SALE LOCATION:** Sale located approximately 5 miles north of Husum, Washington.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber meeting the Schedule A cutting prescription bounded by timber sale tags and pink flagging

All forest products above located on part(s) of Sections 4 all in Township 4 North, Range 11 East, W.M., containing 276 acres, more or less.

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: PwC-SFIFM-513)

### ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	Total \$/MBF	MBF by Grade								UT
					1P	2P	3P	SM	1S	2S	3S	4S	
Douglas fir	16		1,756	\$329.00						477	1,073	206	
Grand fir	18		79	\$140.00						35	40	4	

Species	Avg DBH	Ring Count	Total MBF	Total \$/MBF	MBF by Grade								UT
					P	SM	1S	2S	3S	4S	5S	6S	
Ponderosa pine	11		9	\$35.00								9	
Sale Total			1,844										

**MINIMUM BID:** \$329/MBF (est. value \$589,000.00) **BID METHOD:** Sealed Bids

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

**EXPIRATION DATE:** December 30, 2024 **ALLOCATION:** Export Restricted

**BIDDABLE SPECIES:** Douglas fir

**BID DEPOSIT:** \$58,900.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

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

**ROADS:** 10.00 stations of required construction. 200.50 stations of required prehaul maintenance. 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:** Garmin 64 traverse. Variable plot cruise 1 plot/2 acres.



## TIMBER NOTICE OF SALE

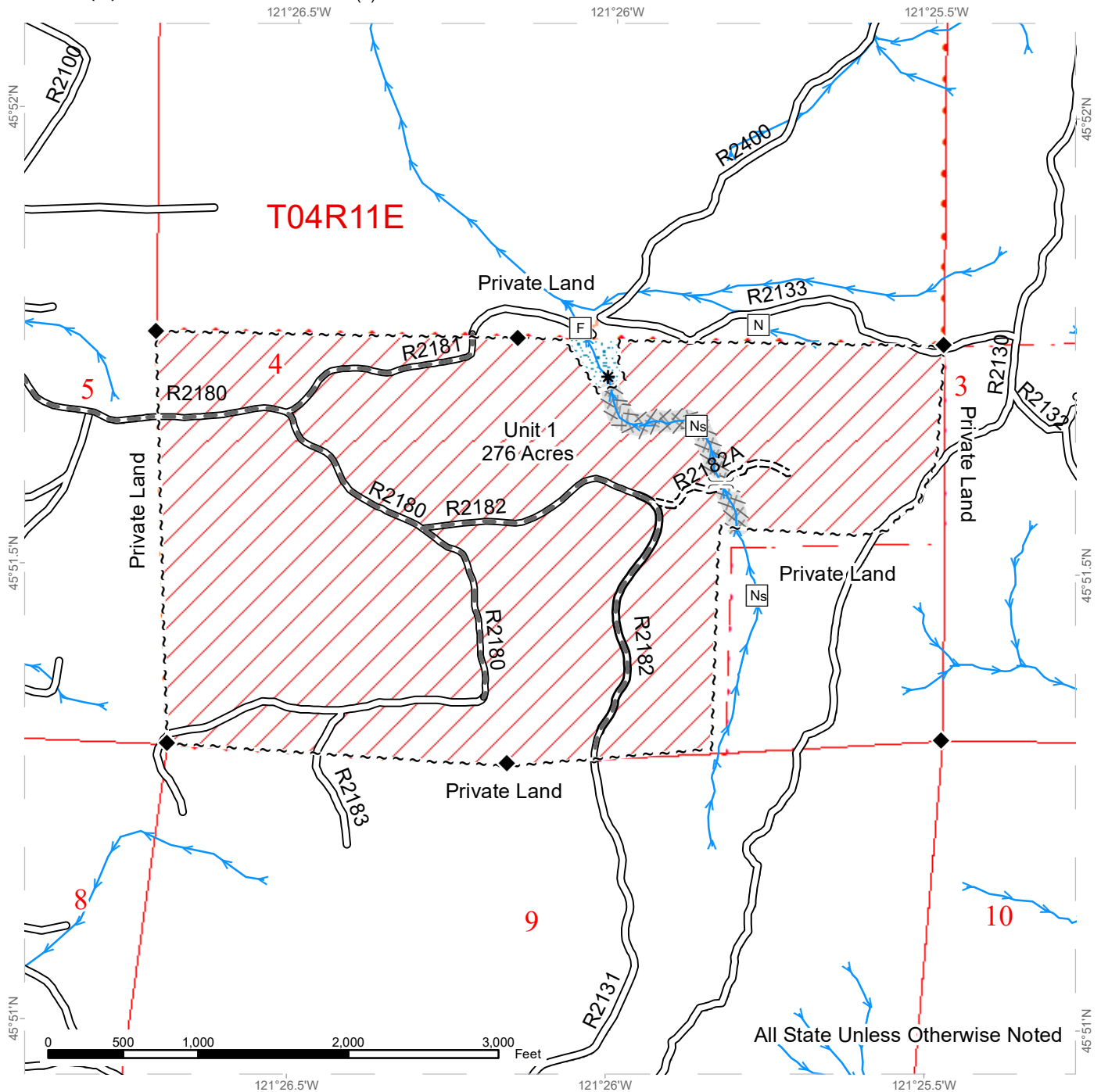
**FEES:** In addition to the bid price and ARRF charge; a fee of \$850.00 payable to Riggleman Orchards, Inc. for RUP dated 8/19/2022 and a fee of \$5,972.99 payable to Weyerhaeuser Timber Holdings, Inc. for an RUP dated January 1, 2023. Both checks must be provided to DNR, for forwarding to RUP permit holders, within 30 days of the sale day. \$31,348.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:** Sale is behind a locked gate off the Postgren county road.

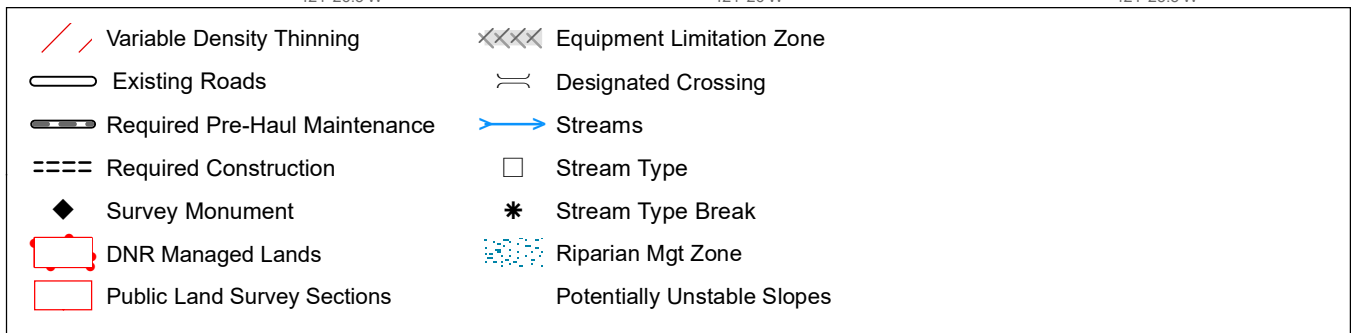
# TIMBER SALE MAP

**SALE NAME:** FOGGY NOTION  
**AGREEMENT #:** 30-102288  
**TOWNSHIP(S):** T4R11E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY(S):** Klickitat  
**ELEVATION RGE:** 1960'-2400'



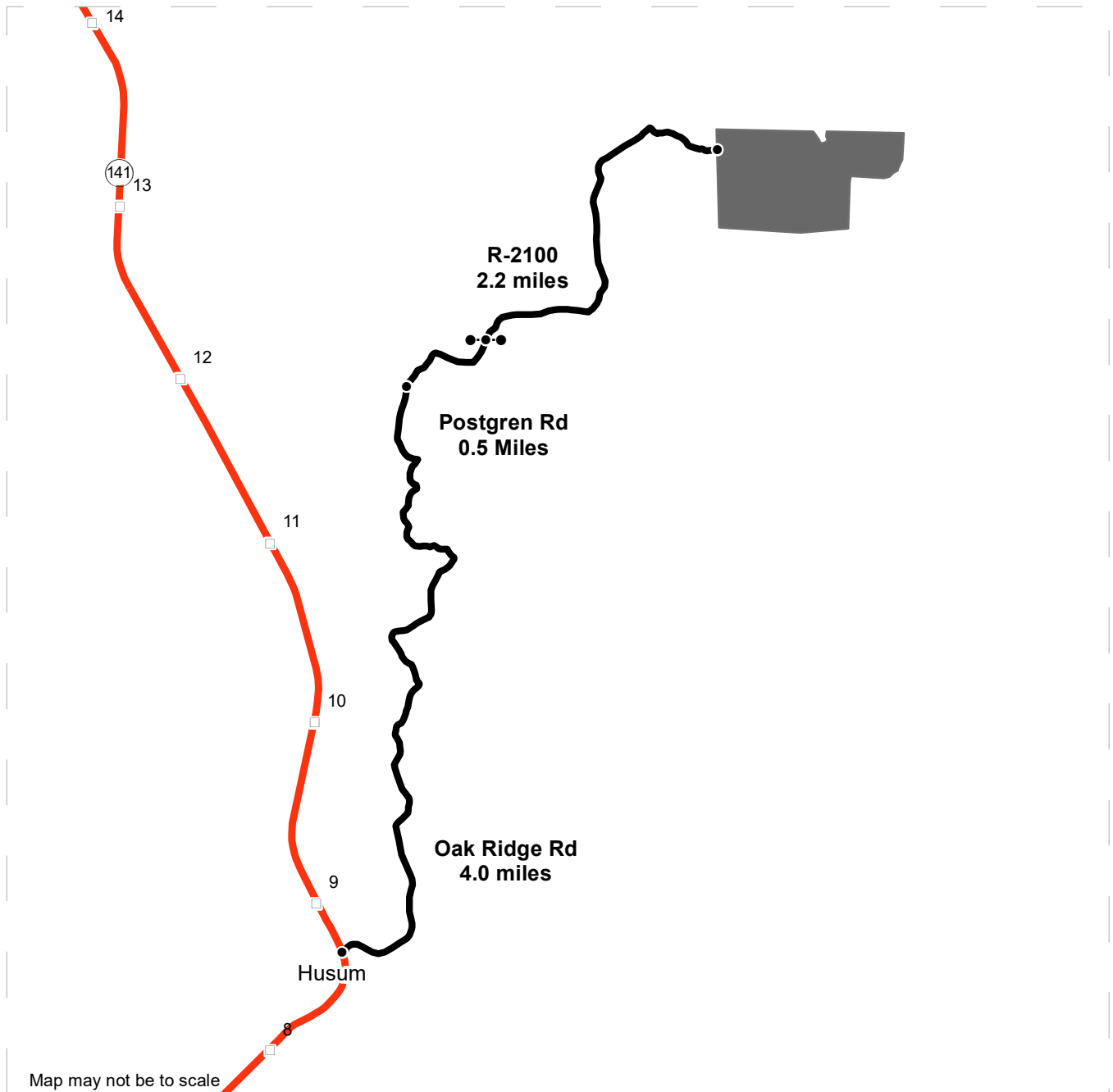
All State Unless Otherwise Noted








## DRIVING MAP

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-  Timber Sale Unit
-  Milepost Markers
-  Distance Indicator
-  Gate (SEK1)
-  Haul Route

### **DRIVING DIRECTIONS:**

From Husum, take Oak Ridge Road for 4 miles.  
Turn right onto Postgren road, stay on Postgren road for 0.5 miles  
to the green gate at the R2100 road.  
Take R2100 for 2.2 miles to get to the Foggy Notion Timber Sale.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted MBF Scale AGREEMENT NO. 30-0102288**

**SALE NAME: FOGGY NOTION**

**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 April 27, 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 meeting the Schedule A cutting prescription bounded by timber sale tags and pink flagging, located on approximately 276 acres on part(s) of Section 4 in Township 4 North, Range 11 East W.M. in Klickitat 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-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Cutting Prescription

**G-030 Contract Term**

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to December 30, 2024.

**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 \$1.00 per acre per annum for the acres on which an operating release has not been issued in Unit 1.
- 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-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 program Standard under certificate number: PwC-SFIFM-513.

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® program Standard. Purchaser shall designate in writing the name(s) of the individual(s) who will be on-site and provide proof of their successful completion of an approved training program prior to active operations.

**G-120 Responsibility for Work**

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

**G-121 Exceptions**

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

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

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

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

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

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

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

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

## G-140 Indemnity

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

## G-150 Insurance

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

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

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

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

Before starting work, Purchaser shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements specified in the contract. Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

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

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

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

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

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

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

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

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

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

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

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

#### G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Ellensburg, 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; the R2100, R2180, R2181, R2182, and R218A. 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 R2100, unless authority is granted in writing by the Contract Administrator.

**G-380 Road Easement and Road Use Permit Requirements**

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

RUP 55-3103790 with Rigglesman Orchards dated 8/19/2022

RUP with Weyerhaeuser dated 1/1/2023

**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 \$31,348.00 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-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 \$0.00. 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-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-100 Scaling Rules**

Determination of volume and grade of any forest products, except ponderosa pine, 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.

Determination of volume and grade of ponderosa pine logs shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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-011 Certification of Fallers and Yarder Operators**

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

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

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

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

When leave tree damage exceeds the limits set forth in clause H-012,

Purchaser shall be subject to liquidated damages (clause D-040)

When reserve tree damage exceeds the limits set forth in clause H-013,

Purchaser shall be subject to liquidated damages (clause D-041).

**H-012 Leave Tree Damage Definition**

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

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

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

**H-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 18 feet in width, including rub trees.

- b. Skid trails shall not cover more than 20 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 8 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-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 Unit 1. The plan shall address the Schedule A Cutting Prescription, 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-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 rubber-tired skidder. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

If a northern goshawk is identified within or near the sale area the Contract Administrator and Region Biologist must be notified immediately.

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

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
Douglas-fir	20	16	6
Grand fir	20	16	6
Ponderosa pine	20	16	8

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.

**Section C: Construction and Maintenance****C-040 Road Plan**

Road construction and associated work provisions of the Road Plan for this sale, dated 8/15/2022 are hereby made a part of this contract.

**C-050 Purchaser Road Maintenance and Repair**

Purchaser shall perform work at their own expense on the R2100, R2180, R2181, R2182, and R2182A. All work shall be completed to the specifications detailed in the Road Plan.

**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-030 Landing Debris Clean Up

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

## S-040 Noxious Weed Control

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

## S-060 Pump Truck or Pump Trailer

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

## S-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-040 Leave Tree Excessive Damage**

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$500.00 per tree for all damaged trees in Unit 1.

**SIGNATURES**

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Todd Welker  
Southeast Region Manager

Date: \_\_\_\_\_

DRAFT

DRAFT

DRAFT

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

STATE OF \_\_\_\_\_)

\_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

## Schedule A

### Foggy Notion Timber Sale Cutting Prescription

#### **Harvest Objective**

Cut by prescription,

Variable Density Thinning (VDT) across all diameters from 8in –28in DBH to promote greater structural complexity and increased tree growth. This will be accomplished by removing approximately 45% of the basal area and 53% of the trees per acre.

#### **Pre-harvest**

Species	Trees/acre	Basal area/ acre
Douglas-fir	82	142.9
Grand fir	2	3.4
Ponderosa pine	2	1.7
Total:	86	148

#### **Post-harvest**

Species	Trees/acre	Basal area/ acre
Douglas-fir	38	79.2
Grand fir	1	1.2
Ponderosa pine	1	1.2
Total:	40	81.6

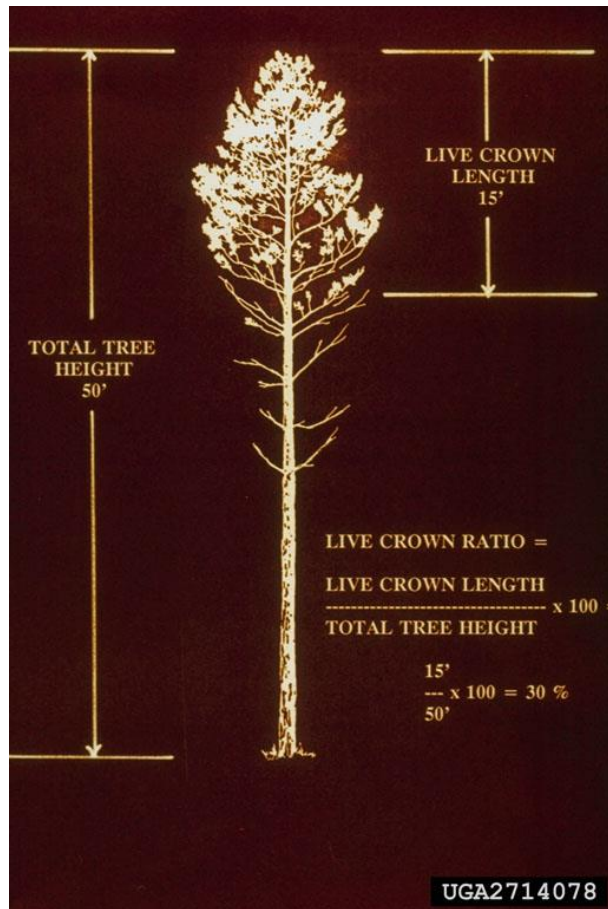
#### **Cut tree Selection:**

- Trees 8” – 30” DBH with less than 40% live crown ratio (LCR) exhibiting signs of suppression.
- Cut trees in clumps should be removed as a unit to avoid excessive damage to leave trees.

#### **Leave trees:**

- Trees across all diameters exhibiting desirable growth characteristics with a LCR greater than 40%.
  - Desirable growth characteristics include; straight bowl growth, single leader stem, and a well-formed crown.
- Legacy trees
  - Several mature Douglas-fir trees exist throughout the stand that meet the legacy tree criteria as defined in (Identifying Old Trees and Forests in Eastern Washington, Robert Van Pelt, 2008). An approximately 1/10<sup>th</sup> acre No-harvest buffer shall be left around legacy trees.
- Trees with physical defect that enhance wildlife habitat, including forks, cavities, broken tops, or mistletoe.
- Trees ringed with blue marking paint
- All trees greater than 28in DBH

## Live Crown Ratio Diagram





## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:**

**Timber Sale Name:**

**Application Number:**

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** linear feet

*Road to be constructed (optional and required) but not abandoned*

**Reconstruction:** linear feet

*Road to be reconstructed (optional and required) but not abandoned*

**Abandonment:** linear feet

*Abandonment of existing roads not reconstructed under the contract*

**Decommission:** linear feet

*Road to be made undriveable but not officially abandoned.*

**Pre-Haul Maintenance:** linear feet

*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Construction:** linear feet

*Roads to be constructed (optional and required) and then abandoned*

**Temporary Reconstruction:** linear feet

*Roads to be reconstructed (optional and required) and then abandoned*

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>FOGGY NOTION</b>	Region: <b>Southeast</b>
Agreement #: <b>30-102288</b>	District: Klickitat
Contact Forester: Nick Betz Phone / Location: 509-856-5559 / Husum W.C.	County(s): Klickitat,
Alternate Contact: Albert Durkee Phone / Location: 541-490-3678 / Husum W.C	Other information: <a href="#">Click here to enter text.</a>

Type of Sale: MBF Scale	
Harvest System: Ground based <a href="#">Click here to enter text.</a>	100%

## UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit)  Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec. 4 / T4N / R11E	01	279	2	0	0	1 (buffer off of property line)	276	GPS (Garmin)
TOTAL ACRES			279	2			1	276	

## HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	White Timber sale boundary tags, pink flagging, and pink or orange flashers mark the unit boundary. Trees with less than a 40% crown ratio will be considered take trees. Cutting diameter limit of trees over 30in DBH.		Some individual leave trees are marked with a blue ring. Maintain owl dispersal habitat per the amended HCP dispersal management area guidelines.

## OTHER PRE-CRUISE INFORMATION:

Unit#	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	<u>Douglas-fir</u> 1,756 MBF, <u>Grand fir</u> 79 MBF	Gate from Postgren rd to R2100, Lock: Best, Key: SEK 1. Full access: R2100	Cruise Map
TOTAL MBF	1,844		

**REMARKS:**

Prescriptive harvest. Leave well-formed trees with greater than 40 percent crown ratio or trees exhibiting unique growth characteristics that enhance wildlife habitat and hold low commercial value.

<b>Prepared By:</b> <b>Date: 05/03/2022</b>	<b>Nick Betz</b>	<b>Title: Forester</b>	<b>CC:</b>
--	------------------	------------------------	------------

## Timber Sale Cruise Report FOGGY NOTION

**Sale Name:** FOGGY NOTION

**Sale Type:** MBF SCALE

**Region:** SOUTHEAST

**District:** KCLICKITAT

**Lead Cruiser:** Nick Betz

**Other Cruisers:** Albert Durkee

**Cruise Narrative:**

Location:

S4 of 4/11E

Approximately 2 miles out the R2100 road behind a gate on the Postgren county road. This road is off the Oakridge county road.

Cruise Design:

33.6 BAF for all trees measured for basal area and 160 BAF for cruised trees.

74 selected cruise trees of 266 cut trees on plots. 1 in 3.6 trees cruised or 28%.

Minimum DBH of 8". 40' log lengths.

Leave trees are the dominant trees greater than 40% live crown ratio. Residual stand of 40 TPA at an approximate spacing of 32'.

Timber Quality:

Good quality DF with minimal defect.

Logging and Stand Conditions:

Stand had a pole removal and light thinning in 2005. Good ground based unit.

General Remarks:

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					Utility
				All	2 Saw	3 Saw	4 Saw	5 Saw	
DF	16.3			1,756	477	1,073	206		
GF	17.8			79	35	40	5		
PP	11.0			9				8	1
ALL	16.3			1,844	512	1,113	210	8	1

### Timber Sale Notice Weight (tons)

Sp	Tons by Grade						Utility
	All	2 Saw	3 Saw	4 Saw	5 Saw		
DF	16,584	4,228	10,593	1,763			
GF	665	232	391	42			
PP	66				55	11	
ALL	17,315	4,461	10,984	1,804	55	11	



**Timber Sale Overall Cruise Statistics (Cut + Leave Trees)**

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
149.1	3.4	100.1	1.5	14,923	3.7

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FOGGY NOTION U1	BBL: VR, Big BAF (160 Measure, 33.61 Count) Sighting Ht = 4.5 ft	276.0	275.1	135	135	0
All		276.0	275.1	135	135	0

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.6	40	1,735	1,728	0.4	4,228.0	476.8
DF	LIVE	3 SAW	Domestic	8.3	39	3,898	3,888	0.2	10,593.0	1,073.1
DF	LIVE	4 SAW	Domestic	5.8	21	745	745	0.0	1,762.5	205.5
GF	LIVE	2 SAW	Domestic	16.0	40	126	126	0.0	232.4	34.7
GF	LIVE	3 SAW	Domestic	8.5	40	144	144	0.0	391.2	39.8
GF	LIVE	4 SAW	Domestic	5.8	19	18	18	0.0	41.5	4.9
PP	LIVE	5 SAW	Domestic	6.3	24	28	28	0.0	54.8	7.7
PP	LIVE	UTILITY	Pulp	3.1	15	5	5	0.0	11.3	1.3

**Timber Sale Log Sort x Diameter Bin Summary**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	6.4	29	2,382	0.0	6,536.4	657.5
DF	9 - 11	LIVE	Domestic	10.6	40	2,229	0.4	5,762.1	615.2
DF	12 - 14	LIVE	Domestic	13.2	40	1,378	0.3	3,537.6	380.2
DF	15 - 19	LIVE	Domestic	16.1	40	372	0.8	747.4	102.6
GF	5 - 8	LIVE	Domestic	6.5	30	70	0.0	214.3	19.3
GF	9 - 11	LIVE	Domestic	10.1	40	92	0.0	218.4	25.4
GF	12 - 14	LIVE	Domestic	14.2	40	30	0.0	57.3	8.2
GF	15 - 19	LIVE	Domestic	16.8	40	96	0.0	175.2	26.5
PP	< 5	LIVE	Pulp	3.1	15	5	0.0	11.3	1.3
PP	5 - 8	LIVE	Domestic	6.3	24	28	0.0	54.8	7.7

## Cruise Unit Report FOGGY NOTION U1

### Unit Sale Notice Volume (MBF): FOGGY NOTION U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade					Utility
				All	2 Saw	3 Saw	4 Saw	5 Saw	
DF	16.3			1,756	477	1,073	206		
GF	17.8			79	35	40	5		
PP	11.0			9				8	1
ALL	16.3			1,844	512	1,113	210	8	1

### Unit Cruise Design: FOGGY NOTION U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
BBL: VR, Big BAF (160 Measure, 33.61 Count) Sighting Ht = 4.5 ft	276.0	275.1	135	135	0

### Unit Cruise Summary: FOGGY NOTION U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
MA		4	0.0	0
DF	256	574	4.3	0
GF	8	14	0.1	0
PP	2	7	0.1	0
ALL	266	599	4.4	0

### Unit Cruise Statistics (Cut + Leave Trees): FOGGY NOTION 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 (%)
MA	1.0	707.1	60.9						
DF	142.9	42.6	3.7	99.8	24.1	1.5	14,261	48.9	4.0
GF	3.5	445.1	38.3	128.4	26.6	9.4	448	445.9	39.4
PP	1.7	637.4	54.9	65.4	4.3	3.0	114	637.4	54.9
ALL	149.1	39.4	3.4	100.1	24.7	1.5	14,923	46.5	3.7

**Unit Summary: FOGGY NOTION U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	256	ALL	16.3	58	80	6,378	6,360	0.3	44.0	63.7	15.8	1,755.5
DF	LIVE	LEA	315	ALL	19.5	62	82	7,922	7,901	0.3	38.2	79.2	17.9	2,180.6
GF	LIVE	CUT	8	ALL	17.8	74	90	288	288	0.0	1.3	2.2	0.5	79.4
GF	LIVE	LEA	4	ALL	22.7	85	101	160	160	0.0	0.4	1.2	0.3	44.1
MA	LIVE	LEA	4	ALL	10.2	32	65				1.8	1.0	0.3	
PP	LIVE	CUT	2	ALL	11.0	26	51	33	33	0.0	0.8	0.5	0.2	9.0
PP	LIVE	LEA	5	ALL	14.5	39	62	81	81	0.0	1.1	1.2	0.3	22.5
ALL	LIVE	CUT	266	ALL	16.3	58	80	6,698	6,681	0.3	46.1	66.5	16.5	1,843.9
ALL	LIVE	LEA	328	ALL	19.1	60	81	8,164	8,142	0.3	41.5	82.7	18.8	2,247.2
ALL	ALL	ALL	594	ALL	17.7	59	81	14,862	14,823	0.3	87.6	149.1	35.3	4,091.1



## Forest Practices Application/Notification Notice of Decision

FPA/N No: 2707422  
Effective Date: 11/8/2022  
Expiration Date: 11/8/2025  
Shut Down Zone: 609W  
EARR Tax Credit: ☒ Eligible ☐ Non-eligible  
Reference: DNR-FOGGY NOTION  
Sec 4 T4N R11E

### 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 CONDITIONS.

NOTE: Western Gray Squirrels (WGS) and/or WGS habitat may exist within or adjacent to the FPA proposal. WGS is a protected species in Washington (WAC 220-200-100). For assistance in protecting any WGS nests or habitat, contact Amber Johnson from WDFW at (360) 701-2738. For additional information see WDFW's internet web page for the Western Gray Squirrel: <https://wdfw.wa.gov/species-habitats/species/sciurus-griseus>

Issued By: Steve Crow

Region: Southeast

Title: Forest Practices Forester

Date: 11/8/2022

Copies to: ☐ Landowner, ☐ Timber Owner ☐ Operator

Issued in person: ☒ Landowner ☒ Timber Owner ☐ Operator

By: Brenda Young

### **Appeal Information**

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

**You must file your appeal at all three addresses below:**

<b>Pollution Control Hearings Board</b>	<b>Office of the Attorney General Natural Resources Division</b>	<b>Department Of Natural Resources</b> Insert Region Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501  <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504  <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	713 Bowers Road Ellensburg, WA 98926

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

### **Other Applicable Laws**

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

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

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

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

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

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

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

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

### **DNR Affidavit of Mailing**

On this day, I placed in the United States mail at Ellensburg, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA # 27074122

Brenda Jeong  
(Printed Name)

Brenda Jeong  
(Signature)

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

FOGGY NOTION TIMBER SALE ROAD PLAN  
YAKIMA COUNTY  
KLICKITAT DISTRICT  
SOUTHEAST REGION

AGREEMENT NO.: 30-102288

STAFF ENGINEER: TARA BAKER

DATE: AUGUST 15, 2022

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 acquisition, 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>
R2100	0+00 to 95+25	Pre-haul Maintenance
R2180	0+00 to 55+40	Pre-haul Maintenance
R2181	0+00 to 14+70	Pre-haul Maintenance
R2182	0+00 to 33+15	Pre-haul Maintenance
R2182A	0+00 to 10+00	Construction

**0-4 CONSTRUCTION**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
R2182A	0+00 to 10+00	Clearing, grubbing, excavation to grade, debris disposal, acquisition and placement of rock, construction of armored ford according to ARMORED FORD DETAIL

## **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>
R2100	0+00 to 95+25	Brush right-of-way, right-of-way debris disposal, clean ditch, grade and shape existing road surface and turnouts.
R2180	0+00 to 55+40	Brush right-of-way, right-of-way debris disposal, clean ditch, grade and shape existing road surface and turnouts.
R2181	0+00 to 14+70	Brush right-of-way, right-of-way debris disposal, clean ditch, grade and shape existing road surface and turnouts.
R2182	0+00 to 33+15	Brush right-of-way, right-of-way debris disposal, clean ditch, grade and shape existing road surface and turnouts.

## **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 any submitted plan that changes the scope of work or environmental condition from the original road plan.

### **1-2 UNFORESEEN CONDITIONS**

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

### **1-3 ROAD DIMENSIONS**

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

#### **1-4 ROAD TOLERANCES**

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

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

#### **1-6 ORDER OF PRECEDENCE**

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

1. Addenda.
2. 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.

### **SUBSECTION ROAD MARKING**

#### **1-15 ROAD MARKING**

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

- 4' lathe with orange flagging for construction.

### **SUBSECTION TIMING**

#### **1-20 COMPLETE BY DATE**

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



**1-21 HAUL APPROVAL**

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

**1-22 WORK NOTIFICATIONS**

On the following roads, Purchaser shall notify the Contract Administrator a minimum of 7 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
R2182A	0+00 to 10+00

**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
- Subgrade compaction
- Armored Ford construction
  - Rock application
  - Rock compaction

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a closure period in Contract Clause H-130, 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.

**SUBSECTION RESTRICTIONS****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 pit run roads.
- Wheel track rutting exceeds 4 inches on native surface roads.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

### **1-33 SNOW PLOWING RESTRICTION**

On all roads, snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contract Administrator upon request. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

## **SECTION 2 – MAINTENANCE**

### **2-1 GENERAL ROAD MAINTENANCE**

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

### **2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE**

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

### **2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER**

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

## **2-5 MAINTENANCE GRADING – EXISTING ROAD**

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

<u>Road</u>	<u>Stations</u>
R2100	0+00 to 95+25
R2180	0+00 to 55+40
R2181	0+00 to 14+70
R2182	0+00 to 33+15

## **SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

### **SUBSECTION BRUSHING**

#### **3-1 BRUSHING**

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

<u>Road</u>	<u>Stations</u>
R2100	0+00 to 95+25
R2180	0+00 to 55+40
R2181	0+00 to 14+70
R2182	0+00 to 35+15
R2182A	0+00 to 10+00

### **SUBSECTION CLEARING**

#### **3-5 CLEARING**

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

### **3-7 RIGHT-OF-WAY DECKING**

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

### **3-8 PROHIBITED DECKING AREAS**

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

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

## **SUBSECTION GRUBBING**

### **3-10 GRUBBING**

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

### **3-12 STUMP PLACEMENT**

Purchaser shall place grubbed stumps outside of the clearing limits 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.

<u>Road</u>	<u>Stations</u>
R2182A	0+00 to 10+00

## **SUBSECTION ORGANIC DEBRIS**

### **3-20 ORGANIC DEBRIS DEFINITION**

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

### **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, except burning, before start of timber haul.

### **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 locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

### **3-24 BURYING ORGANIC DEBRIS RESTRICTED**

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

### **3-25 SCATTERING ORGANIC DEBRIS**

On all roads, Purchaser shall scatter organic debris outside of the grubbing limits, or 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 1,000 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.

### **4-3 ROAD GRADE AND ALIGNMENT STANDARDS**

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

#### 4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	$\frac{3}{4}$ :1	133
Common Earth (on slopes over 70%)	$\frac{1}{2}$ :1	200
Fractured or loose rock	$\frac{1}{2}$ :1	200
Hardpan or solid rock	$\frac{1}{4}$ :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	$1\frac{1}{2}$ :1	67
Angular Rock	$1\frac{1}{4}$ :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.

#### 4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

### SUBSECTION WASTE MATERIAL (DIRT)

#### 4-35 WASTE MATERIAL DEFINITION

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

#### **4-38 PROHIBITED WASTE DISPOSAL AREAS**

Purchaser shall not deposit waste material in the following areas:

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

### **SUBSECTION SHAPING**

#### **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, Purchaser shall supply and apply water. The method of water application is subject to written approval by the Contract Administrator.

### **SUBSECTION COMPACTION**

#### **4-60 FILL COMPACTION**

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing excavation equipment over the entire width of each lift. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

#### **4-62 DRY WEATHER COMPACTION**

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

## SECTION 5 - DRAINAGE

### SUBSECTION SURFACE DRAINAGE

#### 5-33 NATIVE SURFACE ROADS

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

### SUBSECTION FORDS

#### 5-40 ARMORED FORD CONSTRUCTION

On the following R2182A, the Purchaser shall construct armored fords in accordance with the ARMORED FORD DETAIL and the ROCK LIST. Fords must be installed at the time of construction and must be maintained in an operable condition

<u>Road</u>	<u>Station</u>
R2182A	5+20

## SECTION 6 – ROCK

### SUBSECTION ROCK SOURCE

#### 6-5 ROCK FROM COMMERCIAL SOURCE

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

### SUBSECTION ROCK GRADATIONS

#### 6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	55 - 75%
% Passing U.S. #4 sieve	20 - 50%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

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



## SUBSECTION ROCK MEASUREMENT

### **6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH**

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

## SUBSECTION 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 excavation equipment over the entire width.

### **6-76 DRY WEATHER ROCK COMPACTION**

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

## SECTION 9 – POST-HAUL ROAD WORK

### SUBSECTION POST-HAUL MAINTENANCE

#### 9-5 POST-HAUL MAINTENANCE

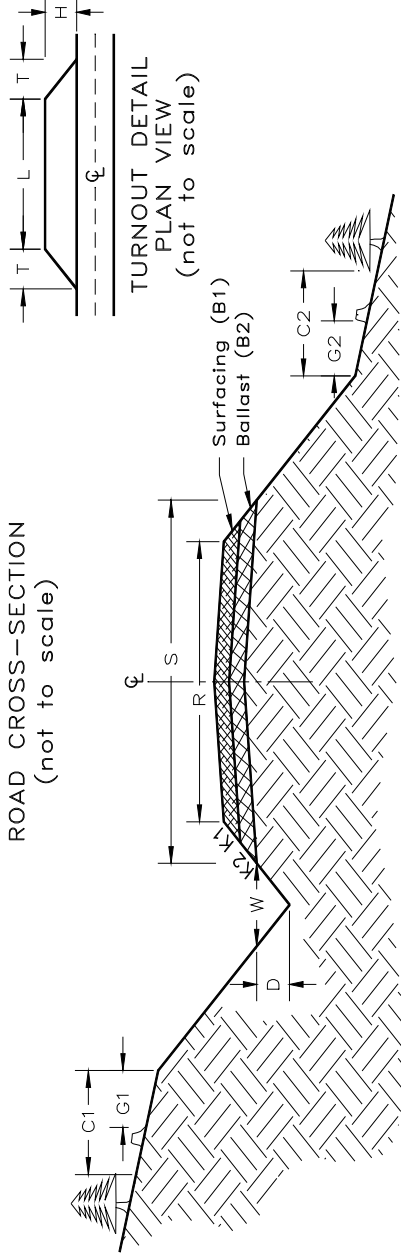
Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS and as specified below.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
R2180	20+95 to 55+40	Grade the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Remove fallen timber, limbs, brush and stumps from ditchlines. Reinstall drivable water bars according to drivable water bar detail.
R2181	0+00 to 14+70	Grade the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Install drivable water bars according to drivable water bar detail at a maximum spacing that will produce a vertical drop of no more than 40 feet between water bars or between natural drainage paths and with a maximum spacing of 300 feet.
R2182	0+00 to 33+15	Grade the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Remove fallen timber, limbs, brush and stumps from ditchlines. Install drivable water bars according to drivable water bar detail at a maximum spacing that will produce a vertical drop of no more than 40 feet between water bars or between natural drainage paths and with a maximum spacing of 300 feet.
R2182A	0+00 to 10+00	Grade the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Install drivable water bars at the following stations 0+80, 4+70, and 5+90. Ensure that the ARMORED FORD at Sta. 5+20 meets the ARMORED FORD DETAIL specifications after timber haul.

#### 9-10 LANDING DRAINAGE

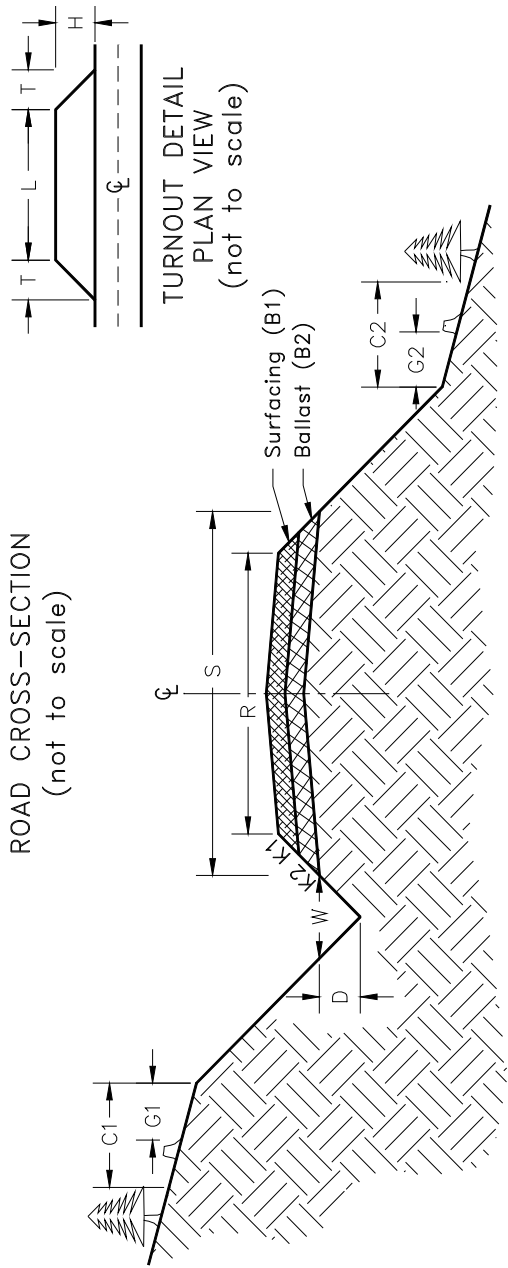
Purchaser shall provide for drainage at all landing surfaces

ROAD CROSS-SECTION  
(not to scale)



ROAD	CONSTRUCTION/ RECONSTRUCTION/ PRE-HAUL	FROM STATION	TO STATION	TOL. CLASS	SUBGRADE WIDTH S	CROWN INCHES @ CENTERLINE	OUTSLOPE INCHES IN 10 FEET	ROAD WIDTH R	DITCH WIDTH DEPTH W D	GRUBBING LIMITS G1 G2	CLEARING LIMITS C1 C2
R2100	Pre-haul Maintenance	0+00	95+25		16'	4"		15'	3'	1'	NA
R2180	Pre-haul Maintenance	0+00	55+40		16'	4"		15'	3'	1'	NA
R2181	Pre-haul Maintenance	0+00	14+70		12'	4"		12'	3'	1'	NA
R2182	Pre-haul Maintenance	0+00	33+15		12'	4"		12'	3'	1'	NA
R2182A	Construction	0+00	10+00		12'		4"	12'	NA	10'	1'

# ROCK LIST



Road Number	From Station	To Station	Rock Slope K2	Compacted Rock Depth B2	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Comments
R2182A	4+80	5+80	1 ½ :1	6"	40	1	40	Commercial	Armored Ford Crossing

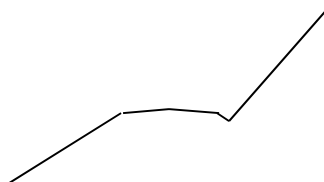
ROCK TOTAL 40 Cubic Yards

## RIGHT-OF-WAY SPECIFICATION SHEET

Based on a 12' road width. All clearing distances are measured horizontally from the centerline of the road. All ditches are 1' deep. Ditched roads are crowned 4" at the centerline. Roads with no ditch are outslopped 4" in 10'.

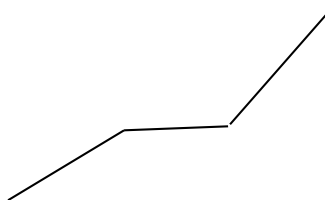
### CROWNED ROAD WITH DITCH RIGHT

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	16'	14'
10-20%	17'	15'
20-30%	19'	17'
30-40%	22'	18'
40-50%	27'	22'



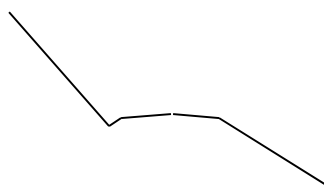
### OUTSLOPE LEFT ROAD

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	16'	11'
10-20%	17'	12'
20-30%	19'	13'
30-40%	22'	15'
40-50%	27'	17'



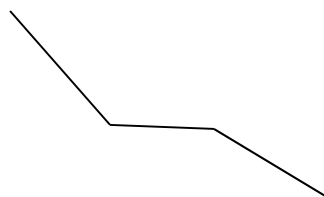
### CROWNED ROAD WITH DITCH LEFT

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	14'	16'
10-20%	15'	17'
20-30%	17'	19'
30-40%	18'	22'
40-50%	22'	27'

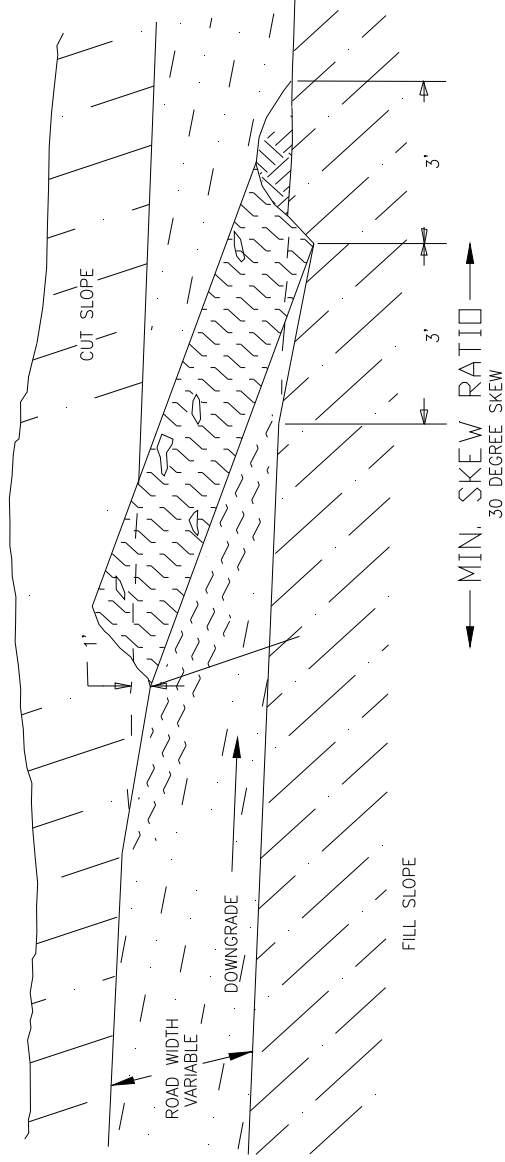


### OUTSLOPE RIGHT ROAD

<u>Sideslope</u>	<u>Clearing Left</u>	<u>Clearing Right</u>
0-10%	11'	16'
10-20%	12'	17'
20-30%	13'	19'
30-40%	15'	22'
40-50%	17'	27'



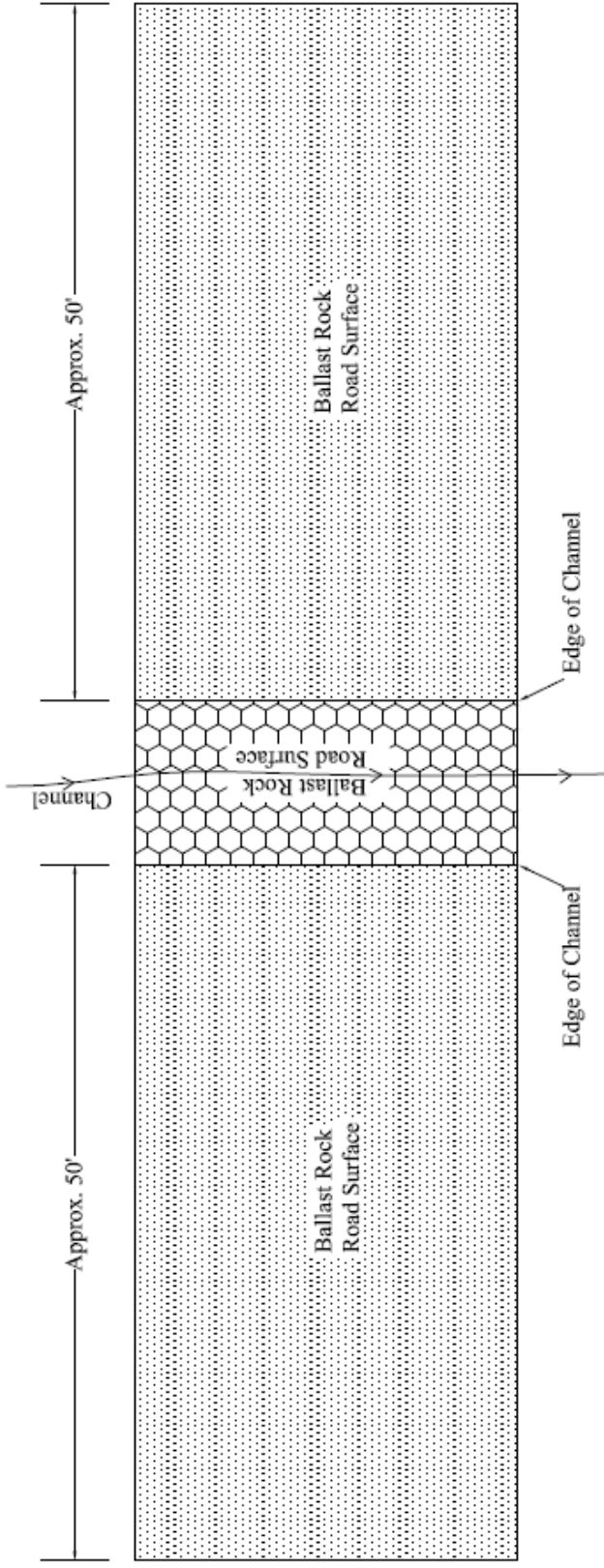
# DRIVABLE WATER BAR DETAIL



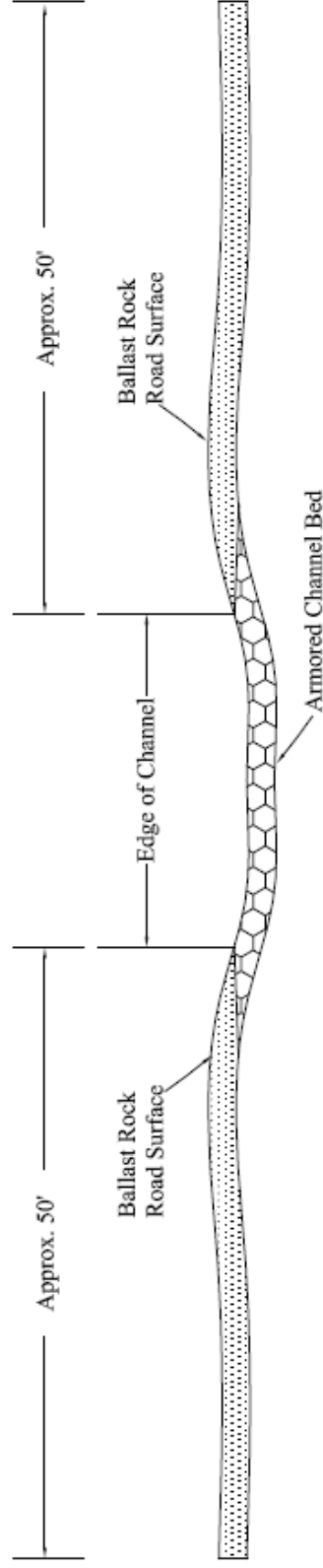
## NOTES

1. ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
2. ALL WATER BARS SHALL HAVE FREE FLOWING OUTLETS.

# DRIVABLE FORD DETAIL

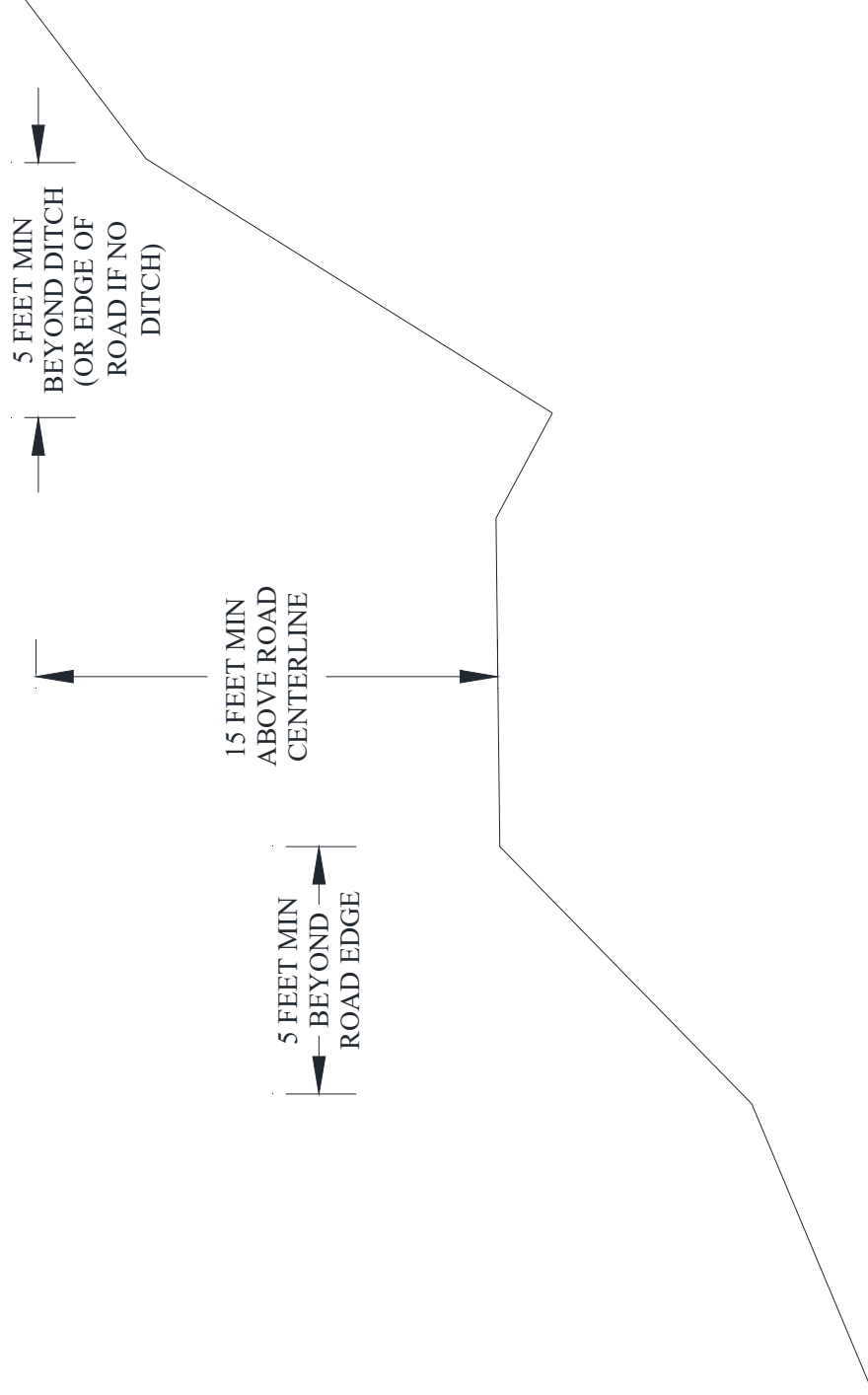


PLAN VIEW



CROSS SECTIONAL VIEW

# BRUSHING DETAIL





## **FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS**

### **Cuts and Fills**

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides up to 50 cubic yards in volume 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 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.

### Preventative Maintenance

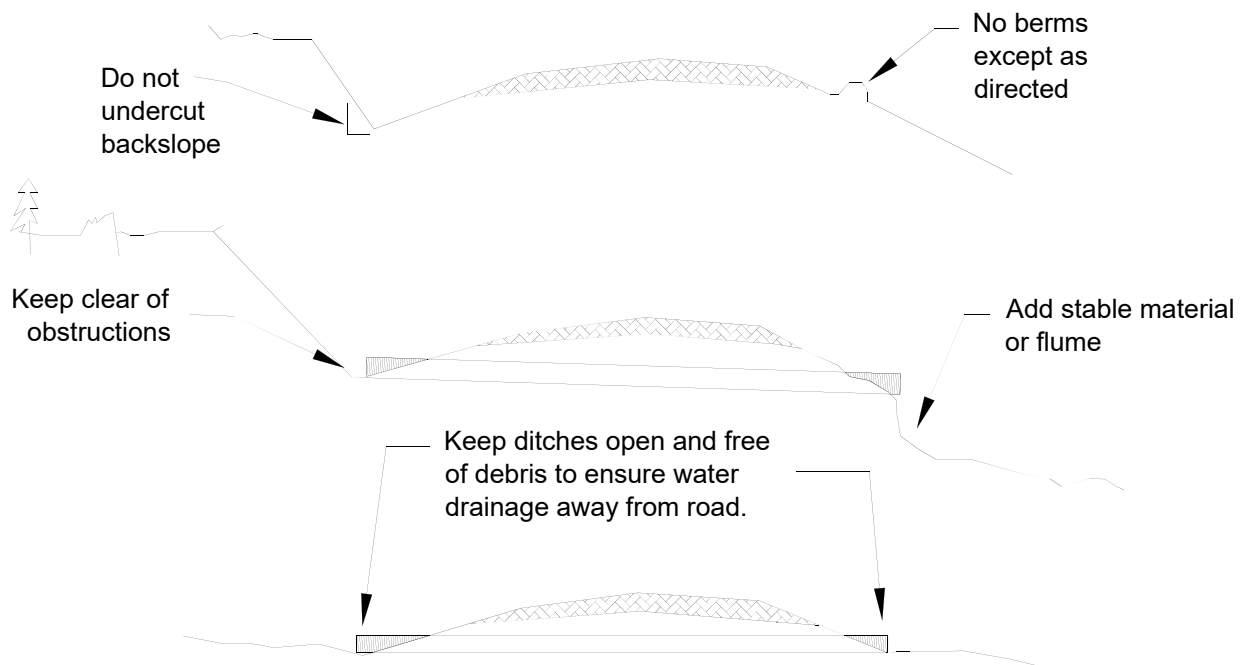
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

### Termination of Use or End of Season

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

### Debris

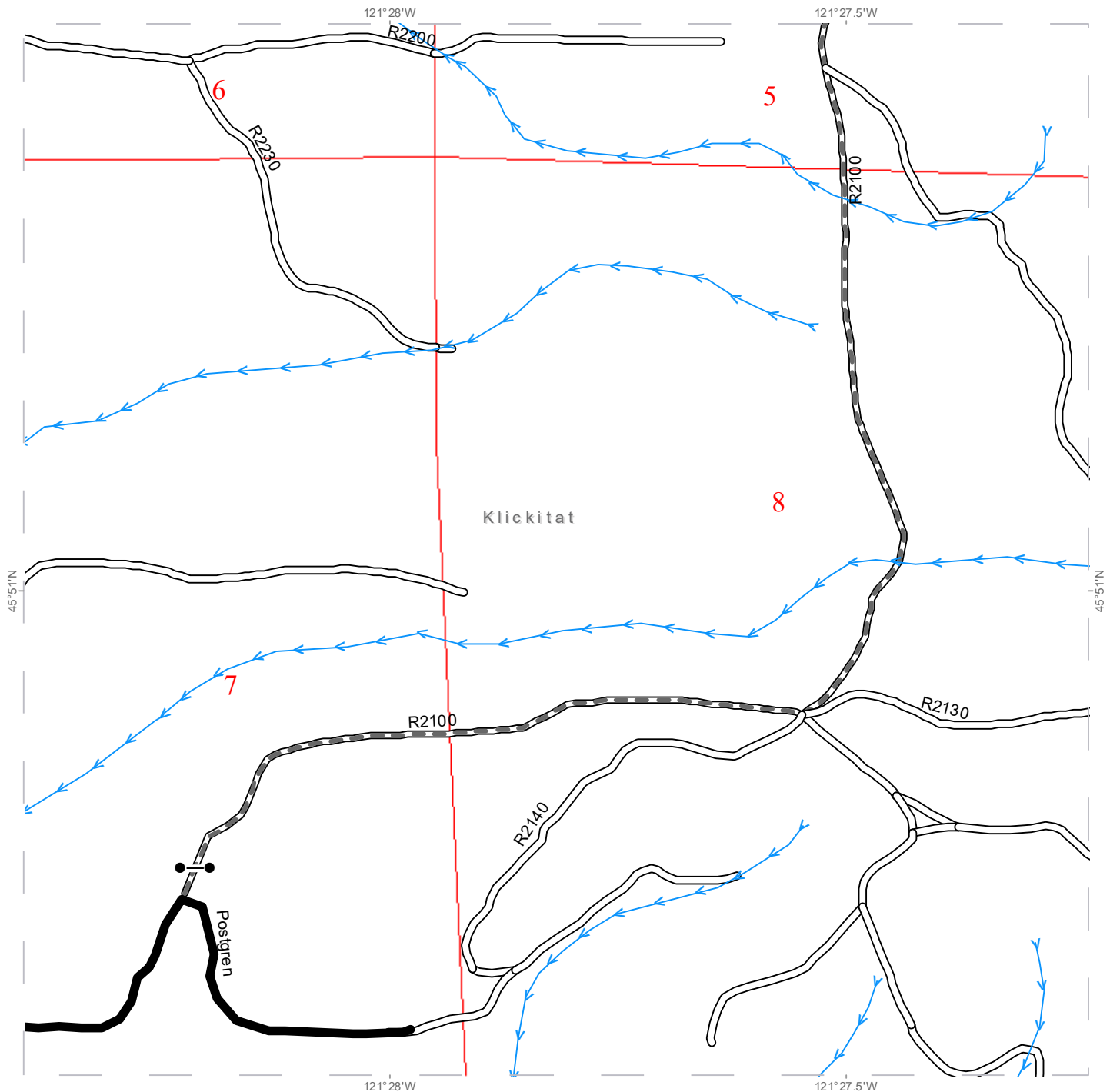
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



# ROADPLAN MAP PAGE 1 OF 3

**SALE NAME:** FOGGY NOTION  
**AGREEMENT #:** 30-102288  
**TOWNSHIP:** T04N R11E  
**TRUST:** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY:** Klickitat  
**ELEVATION RGE:** 1960-2400



- Gate
- Klickitat County Roads
- Existing Roads
- Required Pre-Haul Maintenance
- Streams

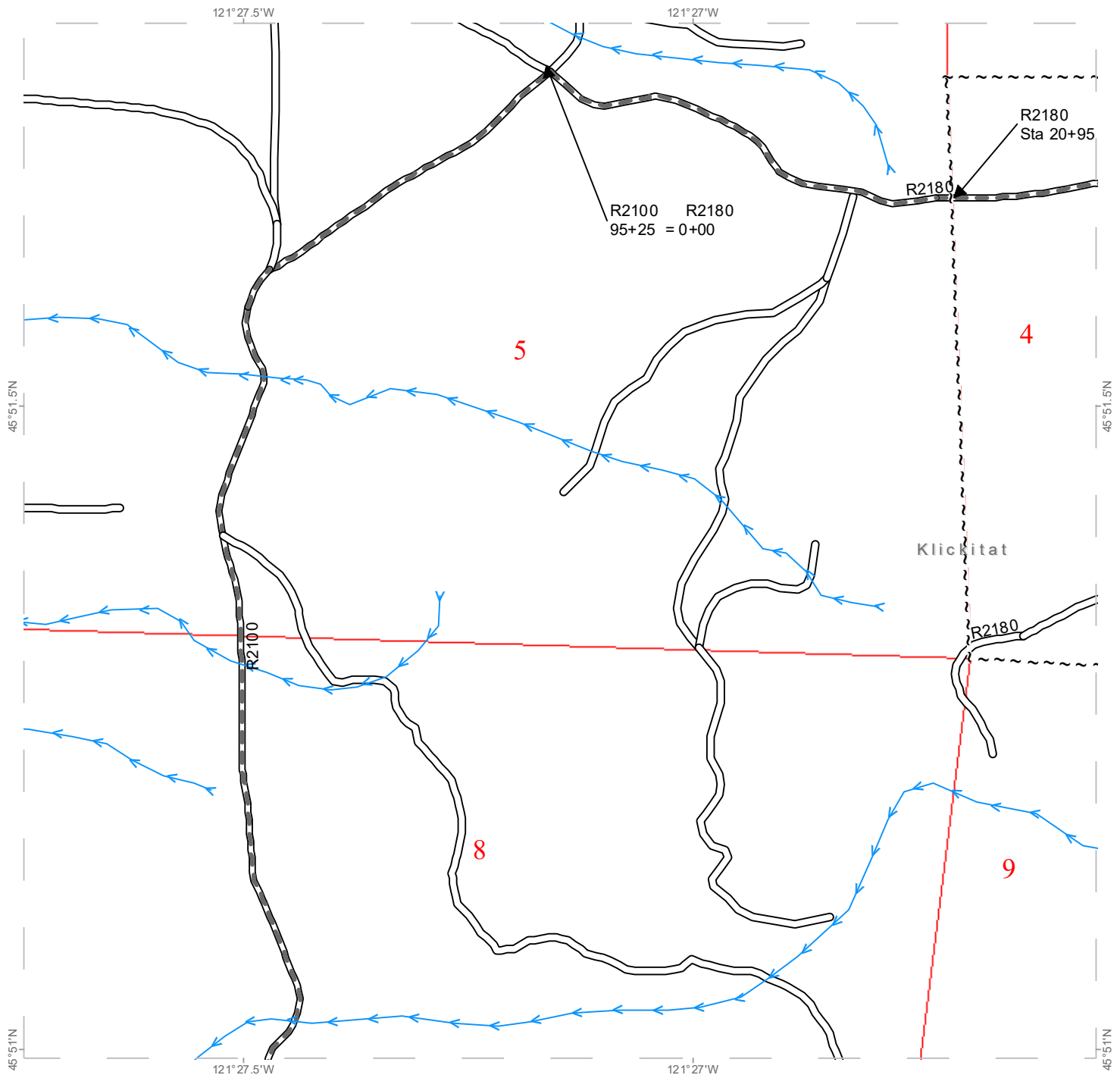
0 500 1,000 2,000 3,000 Feet



## ROADPLAN MAP PAGE 2 OF 3

**SALE NAME:** FOGGY NOTION  
**AGREEMENT #:** 30-102288  
**TOWNSHIP:** T04N R11E  
**TRUST:** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY:** Klickitat  
**ELEVATION RGE:** 1960-2400



- Existing Roads
- Required Pre-Haul Maintenance
- Sale Boundary Tags
- Streams

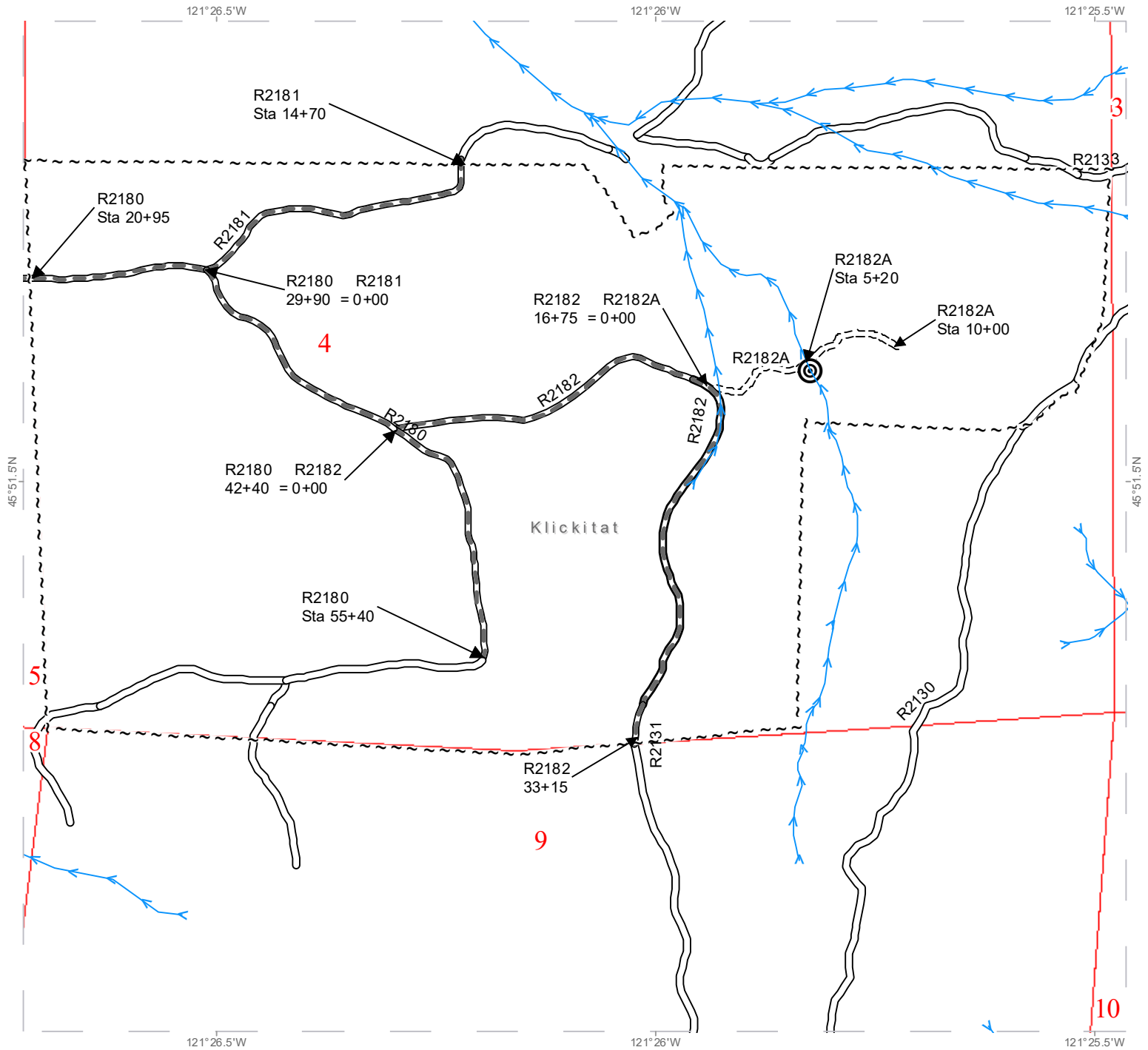
0 500 1,000 2,000 3,000 Feet



# ROADPLAN MAP PAGE 3 OF 3

**SALE NAME:** FOGGY NOTION  
**AGREEMENT #:** 30-102288  
**TOWNSHIP:** T04N R11E  
**TRUST:** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY:** Klickitat  
**ELEVATION RGE:** 1960-2400



**File Name:**  
**Sale/Project Name:**  
**Contract # :**  
**Legal Desc. :**  
**District :**  
**Sale Volume (MBF):**  
**Contract Date:**  
**Compiled by:**  
**Date Compiled:**

Foggy Notion  
30-102288  
Section 4 Township 04 North Range 11 East  
Klickitat  
1,844  
Monday, August 15, 2022  
Tara Baker  
August 3, 2022

PRE-HAUL MOBILIZATION:

Description	\$ per Move	# of Moves	Sub-total
Dump Trucks	\$125	2	\$250.00
Grader	\$250	2	\$500.00
Brusher	\$275	2	\$550.00
Excavator	\$450	2	\$900.00
Dozer (D5)	\$275	2	\$550.00
Total Pre-Haul Mobilization =			<u>\$2,750.00</u>

POST-HAUL MOBILIZATION:

Description	\$ per Move	# of Moves	Sub-total
Dump Trucks	\$125		\$0.00
Compactor	\$275		\$0.00
Grader	\$250	2	\$500.00
Excavator	\$450	2	\$900.00
Dozer (D5)	\$275	2	\$550.00
Total Post-Haul Mobilization =			<u>\$1,950.00</u>

**Total Mobilization:** **\$4,700.00**

SOUTHEAST REGION - ROAD COST ESTIMATE - CONSTRUCTION

SALE NAME: Foggy Notion

CONTRACT NUMBER: 30-102288

I. CLEARING AND GRUBBING:

Flat Rate -	% Side Slope	MBF/ac	Disposal Factor	Production Factor	Cost/ Station	Width Factor	Total Stations	Sub Total
R2182A	10	25.0	1.00	2.22	\$75	1.00	10.00	\$1,665.00
Clear and Grub TOTAL =								\$1,665.00

II. EXCAVATION:

Flat Rate -	% Side Slope	Exc. Type Fact.	Production Factor	Cost/ Station	Width Factor	Total Stations	Sub Total
R2182A	10	1.0	1.50	\$150	1.00	10.00	\$2,250.00
Excavation TOTAL =							\$2,250.00

III. BALLAST AND SURFACING :

Ballast source: Commercial  
Surface source:  
Riprap source :

Description  
Ballast (1 1/4"") = cu.yds/sta x stations = cubic yards  
Ballast (4"-) 40  
Riprap 0  
0

UNIT COSTS	Ballast	Ballast	Riprap
Drill & Shoot			
Dig and load		\$0.75	
Crushing			
Purchase	\$14.20		
Haul *	\$9.67	\$9.67	\$9.67
Spread	\$0.80	\$0.80	
Compact	\$0.45	\$0.45	
Strip			
Reclamation			
Use tax	\$0.08	\$0.08	\$0.08
TOTAL (\$/cy)	\$27.13	\$11.75	\$9.75

\* Haul Formula: (R.T.Miles/MPH+Delay)(\$/hr / Cy/load)

R.T. Miles = 20.2  
Ave. Speed = 30  
Delay (Hrs.)= 0.1  
Cost / Hour = \$125.00  
CY / Load = 10

40 Cu. yds @ \$27.13 /cu. yd = \$1,085.18  
0 Cu. yds @ \$11.75 /cu. yd = \$0.00  
0 Cu. yds @ \$9.75 /cu. yd = \$0.00

Rock total = \$1,085.18

SHEET TOTAL = \$5,000.18



## I. MISC. MAINTENANCE ITEMS:

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2100	mechanical brushing =	\$20.00	95.25	\$1,905.00
	grading =	\$14.40	95.25	\$1,371.60

Road TOTAL = \$3,276.60

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2180	mechanical brushing =	\$20.00	55.40	\$1,108.00
	grading =	\$14.40	55.40	\$797.76

Road TOTAL = \$1,905.76

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2181	mechanical brushing =	\$15.10	14.70	\$221.97
	grading =	\$14.40	14.70	\$211.68

Road TOTAL = \$433.65

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2182	mechanical brushing =	\$11.40	33.15	\$377.91
	grading =	\$14.40	33.15	\$477.36

Road TOTAL = \$855.27

SHEET TOTAL = \$6,471.28

SOUTHEAST REGION - ROAD COST ESTIMATE - FINAL MAINTENANCE

SALE NAME: Foggy Notion

CONTRACT NUMBER: 30-102288

I. MISC. ROAD FINAL MAINTENANCE COSTS:

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2180	grade & shape =	\$9.60	34.45	\$330.72
	ditch pulling =	\$7.20	34.45	\$248.04
		Cost / Item	#	
	culvert cleaning =	\$25.00	1	\$25.00
	drivable waterbar install =	\$20.00	3	\$60.00
			Road Total:	\$663.76

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2181	grade & shape =	\$9.60	14.70	\$141.12
		Cost / Item	#	
	culvert cleaning =	\$25.00	1	\$25.00
	drivable waterbar install =	\$20.00	4	\$80.00
			Road Total:	\$246.12

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2182	grade & shape =	\$9.60	33.15	\$318.24
	ditch pulling =	\$7.20	33.15	\$238.68
		Cost / Item	#	
	culvert cleaning =	\$25.00	1	\$25.00
	drivable waterbar install =	\$20.00	3	\$60.00
			Road Total:	\$641.92

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
R2182A	grade & shape =	\$9.60	10.00	\$96.00
		Cost / Item	#	
	drivable waterbar install =	\$20.00	3	\$60.00
			Road Total:	\$156.00

**Final Maintenance Total: \$1,707.80**

SUMMARY - ROAD COST ESTIMATE  
REGION: SOUTHEAST  
DISTRICT: Klickitat

SALE/PROJECT NAME: Foggy Notion

CONTRACT #: 30-102288

MOBILIZATION:

Pre-haul: \$2,750.00  
Post haul: \$1,950.00

**Total Cost for Mobilization:** \$4,700.00

NEW CONSTRUCTION:

R2182A      Total Cost = \$5,000.18  
Total Stations = 10.00  
Cost / Station = \$500.02

Total Stations of New Construction: 10.00

**Total Cost for New Construction:** \$5,000.18

PRE-HAUL MAINTENANCE:

R2100      Total Cost = \$3,276.60  
Total Stations = 95.25  
Cost / Station = \$34.40

Total Stations Pre-Haul Maintenance: 198.50

**Total Cost for Pre-Haul Maintenance:** \$6,471.28

R2180      Total Cost = \$1,905.76  
Total Stations = 55.40  
Cost / Station = \$34.40

R2181      Total Cost = \$433.65  
Total Stations = 14.70  
Cost / Station = \$29.50

R2182      Total Cost = \$855.27  
Total Stations = 33.15  
Cost / Station = \$25.80

FINAL MAINTENANCE:

R2180      Total Cost = \$663.76  
Total Stations = 34.45  
Cost / Station = \$19.27

Total Stations for Final Maintenance: 187.55

**Total Cost for Final Maintenance:** \$1,707.80

R2181      Total Cost = \$246.12  
Total Stations = 14.70  
Cost / Station = \$16.74

R2182      Total Cost = \$641.92  
Total Stations = 33.15  
Cost / Station = \$19.36

R2182A      Total Cost = \$156.00  
Total Stations = 10.00  
Cost / Station = \$15.60

**ROADS SUBTOTAL:** \$17,879.26

PROFIT & RISK:

15% = \$2,681.89

**PROFIT & RISK:=** \$2,681.89

**TOTAL (ALL ROADS):** \$20,561.15

**SALE VOLUME MBF:** 1,844

**TOTAL COST PER MBF:** \$11.15

## SUMMARY - Road Development Costs

REGION: Southeast  
DISTRICT: Klickitat

SALE/PROJECT NAME: Foggy Notion

CONTRACT #: 30-102288

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ROAD NUMBERS:	R2100, R2180, R2181, R2182	R2182A
ROAD STANDARD:	Construction	Maintenance
NUMBER OF STATIONS:	10.00	198.50
CLEARING & GRUBBING:	\$1,665.00	
EXCAVATION AND FILL:	\$2,250.00	-
MISC. MAINTENANCE:		\$6,471.28
ROAD ROCK:	\$1,085.18	-
STRUCTURES:	-	-
MOBILIZATION:	\$131.89	\$2,618.11
TOTAL COSTS:	\$5,132.08	\$9,089.39
COST PER STATION:	\$513.21	\$45.79
FINAL MAINTENANCE:	\$3,657.80	
PROFIT AND RISK		\$2,681.89
TOTAL (All Roads) =		\$20,561
SALE VOLUME MBF =		1,844
TOTAL \$/MBF =		\$11.15

Compiled by: Tara Baker

Date: 8/3/2022

LEGAL DESCRIPTION:  
DATE:

Section 4 Township 04 North Range 11 East  
8/3/2022

SALE/PROJECT NAME:  
CONTRACT #:

Foggy Notion  
30-102288

ROAD	R2100	R2180	R2181	R2182	R2182A	TOTAL
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PRE-HAUL SUMMARY

PRE-HAUL MAINTENANCE STA.	95.25	55.40	14.70	33.15	---	198.50
CONSTRUCTION STA.	---	---	---	---	10.00	10.00
PURCHASER MAINT. STA.	---	34.45	14.70	33.15	10.00	92.30
DESIGNATED MAIN. STA.	95.25	20.95	---	---	---	116.20
OUTSLOPED ROAD STA.	---	---	---	---	10.00	10.00
CROWNED ROAD STA.	95.25	55.40	14.70	33.15	---	198.50
FORD ROCK APPLICATION CYD.	---	---	---	---	40.00	40.00
FORD INSTALLATION	---	---	---	---	1	1

POST HAUL SUMMARY

FINAL MAINT STA.	95.25	34.45	14.70	33.15	10.00	187.55
DRIVABLE WATER BAR INSTALL OR REINSTALL	1	3	4	3	3	14



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

## ROAD USE PERMIT

**Permit No. 55-103790**

**THIS PERMIT**, made and entered into this \_\_\_\_\_ day of 8/19/2022, 2022, by and between Rigglesman Orchards, Inc., herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

**Conveyance.** Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose timber haul and management activities associated with Grantee's planned Foggy Notion Timber Sale on lands owned by Grantee, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the NE1/4 of the SW1/4 of Section 5, Township 4 North, Range 11 East, W.M., in Klickitat County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

**Consideration.** The consideration is as follows: Eight Hundred Fifty and no/100 Dollars (\$850.00). The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Foggy Notion Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling will occur until the consideration is paid in full.

**Termination.** This permit shall terminate December 31, 2025, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

**Reservations.** Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

**Compliance with Laws.** For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

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

**Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

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

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

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

**Repairs.** Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

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

the improver.

**Prior rights.** This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

**Operational Restrictions.** Site-specific operational requirements are listed in Exhibit B. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

**Plan of Operation.** In the event that Grantee intends to construct or reconstruct roads within the premises, Grantee shall obtain Grantor's written approval of the road construction plans prior to commencing construction work.

**Damage.** Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

**Waste.** Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

**Survey Markers.** Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be



adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

**Fire Prevention and Control.** The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

**Indemnity by Grantee.** Grantee shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of the Grantee 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, Grantee's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of Grantee and its Permittee in contribution to such claim. Grantee waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the permit.

**Notice.** Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To Grantee:  
DEPARTMENT OF NATURAL RESOURCES  
Southeast Region  
713 Bowers Rd  
Ellensburg, WA 98926

To Grantor:  
Riggleman Orchards, Inc.  
580 Oak Ridge Road  
White Salmon, WA 98672

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

necessary to effectuate the provisions and purposes of this Permit.

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

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

**Assignment.** This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

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

**Exhibits.** All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

RIGGLEMAN ORCHARDS, INC.

Dated: 8/19/2022, 20\_\_.

DocuSigned by:

*Jonathan Riggleman*

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JONATHAN RIGGLEMAN  
Vice President

580 Oak Ridge Road  
White Salmon, WA 98672  
(509) 493-1699

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: 8/19/2022, 20\_\_.

DocuSigned by:

*Larry Leach*

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LARRY LEACH  
Assistant Region Manager

713 Bowers Rd  
Ellensburg, WA 98926  
(509) 925-8510

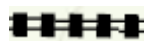
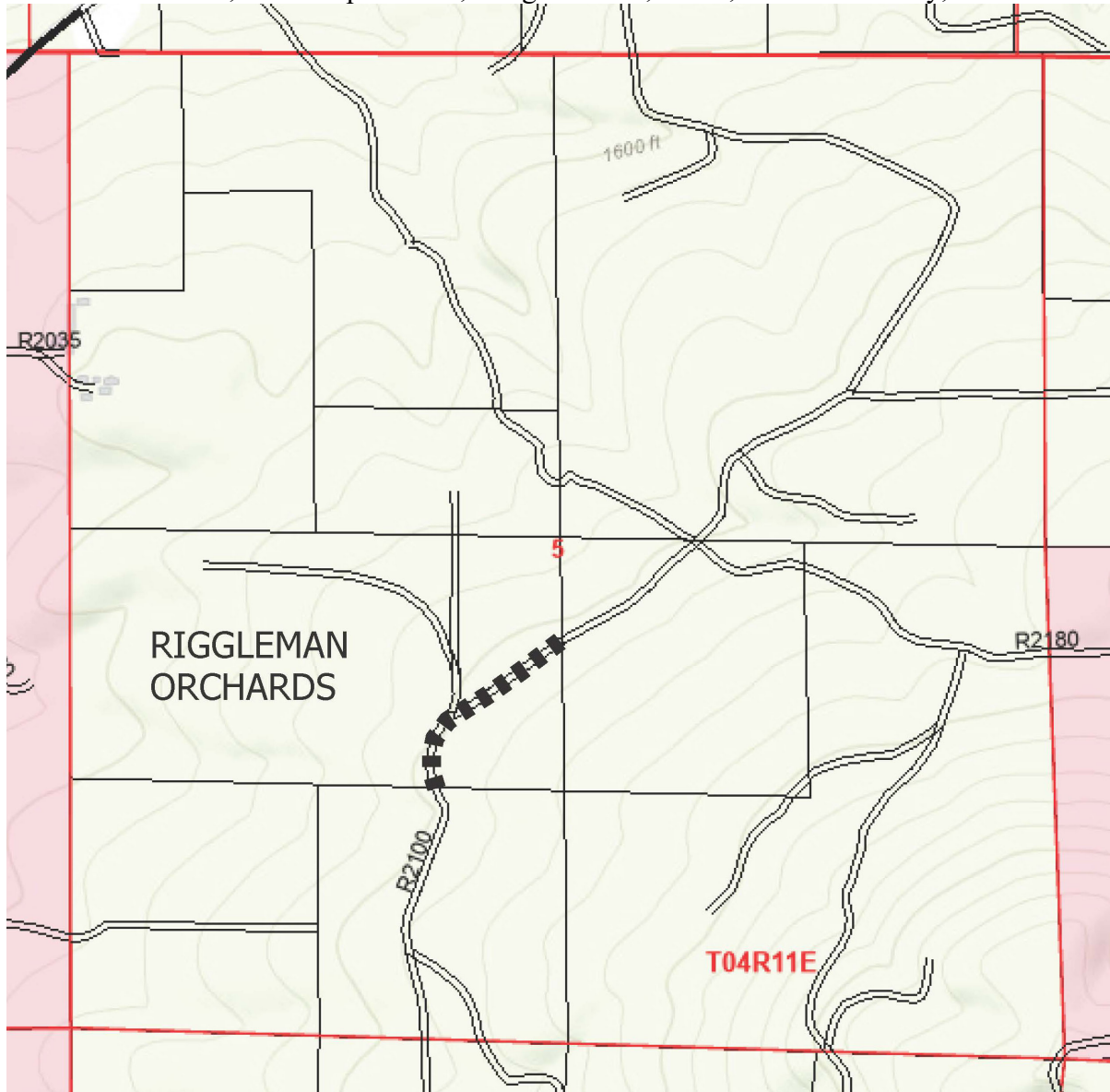


Approved as to Form this  
11<sup>th</sup> day of June, 2004.  
By: James Schwartz  
Assistant Attorney General  
State of Washington

Revised as to Form this  
11<sup>th</sup> day of March, 2008  
Roger Braden, Assistant Attorney General

**Exhibit A**  
**Permit Premises**

Section 5, Township 4 North, Range 11 East, W.M., Klickitat County, WA



Permit Premises Road  
Width = 40'  
Length = 0.21 miles +/-

## Road Use Permit

This Road Use Permit (“**Permit**”) is made by and between **WEYERHAEUSER TIMBER HOLDINGS, INC.**, a Delaware Corporation (“**Weyerhaeuser**”), and **STATE OF WASHINGTON – DEPARTMENT OF NATURAL RESOURCES**, an agency of the State of Washington (“**Permittee**”) and is effective as of January 1st, 2023 (“**Effective Date**”). As used in this Permit, “Permittee” includes Permittee, its affiliates, and all of their officers, employees, agents, contractors and subcontractors at all tiers, invitees, and other representatives.

The parties acknowledge that this Permit is granted in connection with the sale and harvest of certain timber located on certain lands owned by Permittee in Section 4 of Township 4 North, Range 11 East, W.M., which project Permittee calls the Foggy Notion Timber Sale (“**Project**”).

- 1. Road Use.** Weyerhaeuser grants Permittee the non-exclusive right to enter and be upon those certain roads located on Weyerhaeuser lands in portions of Sections 5 and 8 of Township 4 North, Range 11 East, W.M, Klickitat County, Washington as depicted on the map attached as Exhibit A (“**Permit Roads**”), and the Weyerhaeuser owned lands underlying and surrounding such roads (“**Weyerhaeuser Property**”), for the limited purpose of ingress to and egress from Permittee’s lands described above which are also depicted on the map attached as Exhibit A (“**DNR Property**”). All access across Permit Roads shall be to conduct forestry and harvest operations related to the Project. This includes commercial vehicular ingress and egress to and from the DNR Property for purposes of forestry activities only, including: road maintenance, reconstruction, construction, hauling of forest products, and access related to the planning of forestry activities and projects, all subject to the general operational rules set forth on Exhibit C (“**Permitted Uses**”).

Permittee shall have the right to improve Permit Roads as necessary or appropriate for the Project; provided, however, that Weyerhaeuser must first approve of such work and all plans for such work in advance. All Permit Roads used hereunder must be put into serviceable condition at the end of this operation and otherwise be left in a condition that is reasonably acceptable to Weyerhaeuser.

- 2. Permit Roads and Uses.** Permittee shall provide Weyerhaeuser in advance with a schedule of its planned uses of Permit Roads, which it shall update from time to time as necessary, and provide a list of all persons and equipment that will use Permit Roads. All Permitted Uses and all compliance with this Permit shall be made at Permittee’s sole cost and expense. All Permitted Uses hereunder must be conducted solely to facilitate the Project. In no event shall this Permit be interpreted to authorize, and this Permit does not authorize, any harvesting of timber on Weyerhaeuser lands and no such timber may be removed, killed or otherwise materially damaged hereunder. Further, in all cases Permitted Uses shall be conducted so as not to unreasonably interfere with other uses of and operations on the Weyerhaeuser Property.

This Permit and all Permitted Uses are subject to all existing easements, licenses, exceptions, and other encumbrances whether recorded, unrecorded, or evident on the

ground affecting, and subject to all prior uses occurring on the Weyerhaeuser Property. 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 in any of the Permit Roads 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.

3. **Permit Fees:** Administrative fee consideration of \$500 and a road use fee of \$5,472.99 shall be paid. A total payment of \$5,972.99. The purchaser of the Foggy Notion Timber Sale will pay both the fees. Payment shall be made to Weyerhaeuser Timber Holdings, Inc. Please mail check to: Land Use, P. O. Box 667, Longview, WA. 98632.
4. **Term – Date of Expiration.** The term of this Permit commences upon the Effective Date and terminates 3 years after effective date, or any earlier completion of the Project and all restoration and similar requirements hereunder.
5. **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 on Permittee's activities:
  - a) 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, Weyerhaeuser Company and their affiliates shall be designated as Additional Insureds 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 Timber Holdings, Inc., Weyerhaeuser Company and their subsidiaries**. 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 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 auto coverages and limits will be: Comprehensive Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of: (i) For heavy vehicles, equal to or more than 12,000 pounds (gross vehicle weight): combined single limit of \$1,000,000; or (ii) For light vehicles, less than 12,000 pounds (gross vehicle weight): combined single limit of \$300,000.

- c) Workers' Compensation or Industrial Accident insurance providing benefits as required by local law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident. Licensee may fulfill this obligation by qualifying as a self-insurer.

Please send insurance documents to Jeremy Sapp at [Jeremy.sapp@wy.com](mailto:Jeremy.sapp@wy.com)

Upon request from Weyerhaeuser, Permittee shall furnish Weyerhaeuser with a Certificate of Insurance evidencing compliance herewith. Permittee shall require Permittee's insurance carrier to give Weyerhaeuser at least thirty (30) days written notice prior to cancellation of said coverages, either in whole or in part, and the failure of Permittee's insurance carrier to give said notice as required shall be considered a default on Permittee's part. Permittee shall ensure that its contractors and 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 contractor's and subcontractor's insurance companies shall waive right of subrogation against Weyerhaeuser, Weyerhaeuser Company and their affiliates. All insurance or self-insurance of Weyerhaeuser, Weyerhaeuser Company and their affiliates shall be excess of any insurance provided by Permittee, its contractors or subcontractors.

- 6. **Compliance with Law.** Permittee shall comply with all applicable federal, state, and local laws, regulations, and other requirements, including all rules and regulations under the Oregon Forest Practices Act ("FPA"). All road work hereunder, and all other Permitted Uses, must also be conducted in full compliance with the FPA. Permittee shall further be responsible for obtaining at its expense all permits and other authorizations necessary to conduct the Permitted Uses.
- 7. **Safety.** Permittee shall comply with the following safety rules:
  - 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. Permittee must sign road to keep public from entering the area when the gate is open for your operations.
  - i. Permittee is responsible for opening the gate if members of the public became locked behind the gate.
  - j. 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.

- k. Strictly comply with all safety rules and traffic regulations promulgated by Weyerhaeuser or any public authority which safety rules of Weyerhaeuser may be changed from time to time at the sole discretion of Weyerhaeuser. Further comply with all other rules, regulations or directives issued by Weyerhaeuser from time to time.
  - l. Suspend use of the Permit Road(s) whenever the use, due to weather conditions, will cause excessive damage to the Permit Road(s).
  - m. Gate(s) must be closed and locked during times of no activity.
  - n. Notify Weyerhaeuser representative Jeremy Sapp at (360) 355-6251 with issues or concerns.
- 8. Road Maintenance.** Permittee shall maintain and leave the Permit Road(s) at a standard that allows normal use by passenger cars. Acceptable road conditions include the following:
- a. Culverts need to be open, free flowing, and in good working order. If they become obstructed or damaged, they shall be opened, 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. Road surfaces shall be smoothed and shaped. Surface repair must be made if necessary, as determined by Weyerhaeuser.
- 9. 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 Permittee learns of a fire on or near the Permit Roads or other portions of the Weyerhaeuser Property, 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 provided the same can be safely done. Permittee will be liable for and reimburse Weyerhaeuser for all damages allowed under Washington Law (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Permittee's activities, whether negligent or not, except to the extent such fires were the result of the sole negligence of Weyerhaeuser. Permittee shall indemnify Weyerhaeuser against all third party claims brought against Weyerhaeuser as a result of any such fire, except to the extent that the fire was the result of the sole negligence of Weyerhaeuser.



**10. Hazardous Materials.** Permittee shall:

- a. Comply strictly with all laws, rules, and regulations governing or concerning hazardous, dangerous or otherwise regulated substances and materials.
- b. Not dispose, discard or release any dangerous, hazardous, or regulated products or materials including, but not limited to, petroleum products, anti-freeze, oil filters, grease tubes, etc., on the Weyerhaeuser Property.
- c. 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 the Weyerhaeuser Property.
- d. 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.
- e. 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.
- f. Report all oil sheen on waters and all spills within two (2) hours to the responsible local agency.
- g. In no event shall Permittee use or allow to be used any products containing glyphosate on the Weyerhaeuser Property.

**11. Firearms and Weapons.** Permittee shall not use or display firearms or weapons on the Weyerhaeuser Property while operating under this Permit.

**12. 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 Permittee of any kind, which may have accumulated on or around the Permit Roads. Permittee shall leave all Permit Roads in a good and satisfactory condition, as determined by Weyerhaeuser. On-site disposal of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise, is specifically prohibited (except as expressly authorized above for the disposal of slash).

**13. 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, email, or regular U.S. mail, postage prepaid. 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.

**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 discretion, and Weyerhaeuser may consider any attempted assignment without this consent to be void and may thereafter terminate this Permit.

**15. Assumption of Risks.** Permittee acknowledges and agrees that all use of Permit Roads shall be in their current AS-IS, WHERE-IS, with all faults condition. Permittee assumes

all risks of personal injury or property damage to itself, its affiliates and all of their employees, agents, contractors, subcontractors, invitees and other representatives 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 the Weyerhaeuser Property or the Permit Road(s), the character of traffic on the Weyerhaeuser Property or Permit Road(s), or any other factor affecting Permittee's risks. Permittee shall pay for all damage to the Weyerhaeuser Property and any of Weyerhaeuser's personal property resulting directly or indirectly from Permittee's acts or omissions under this Permit, even if not attributable to negligence by Permittee.

- 16. Indemnification.** To the extent permitted by law, Permittee shall defend, indemnify, and hold harmless Weyerhaeuser, its affiliates and all of their directors, officers, employees, contractors, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising from any act or omission of Permittee under this Permit or otherwise in or around the Weyerhaeuser Property, except to the extent such Claims are caused solely by Weyerhaeuser's gross negligence or willful misconduct. This includes, without limitation, any Claims for injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and environmental damages, cleanups, and corrective actions. If Weyerhaeuser chooses to retain its own counsel for Claims covered by Permittee's indemnity, Permittee shall reimburse Weyerhaeuser for all costs reasonably incurred to defend against such Claims through the attorneys of its choice. Permittee shall take all steps needed to keep the Weyerhaeuser Property free of liens arising from Permittee's activities, and promptly obtain or bond the release of any such liens that may be filed arising from Permittee's activity. This indemnity shall survive termination and expiration of this Permit.
- 17. Termination.** All rights under this Permit shall terminate upon thirty (30) days notice by either party. If Weyerhaeuser terminates this Permit for any reason, except default, the unearned portion of any prepaid consideration shall be returned to Permittee. All of Permittee's obligations to Weyerhaeuser survive expiration or any earlier termination of Permittee's rights under this Permit, until these obligations have been fulfilled.

18. **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.
19. **Time Is Of The Essence.** Time is of the essence for each and every provision of this Agreement.
20. **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.
21. **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.
22. **Recording.** Permittee may not record this Permit in any public records.
23. **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.
24. **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.

25. **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 shall occur unless made in writing by the applicable party. 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.
26. **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 original intent of this Permit.
27. **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. The parties agree the courts of any Native American 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 Permit.
28. **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.
29. **Exhibits.** All exhibits referred to in this Permit are deemed to be incorporated by reference in this Permit in their entirety.
30. **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.

- 31. 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 combined copy of said counterparts. Execution of this Permit by electronic means and/or 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.

**State of Washington -Department of**

**Natural Resources**

DocuSigned by:  
By: Larry Leach ll  
Name: Larry Leach

Its: SE State Lands Assistant Region  
Manager

Address: 713 Bowers Road  
Ellensburg, WA 98926

Contact: Larry Leach  
Tel: (O)- 509 925-8510  
Email: Larry.Leach@dnr.wa.gov

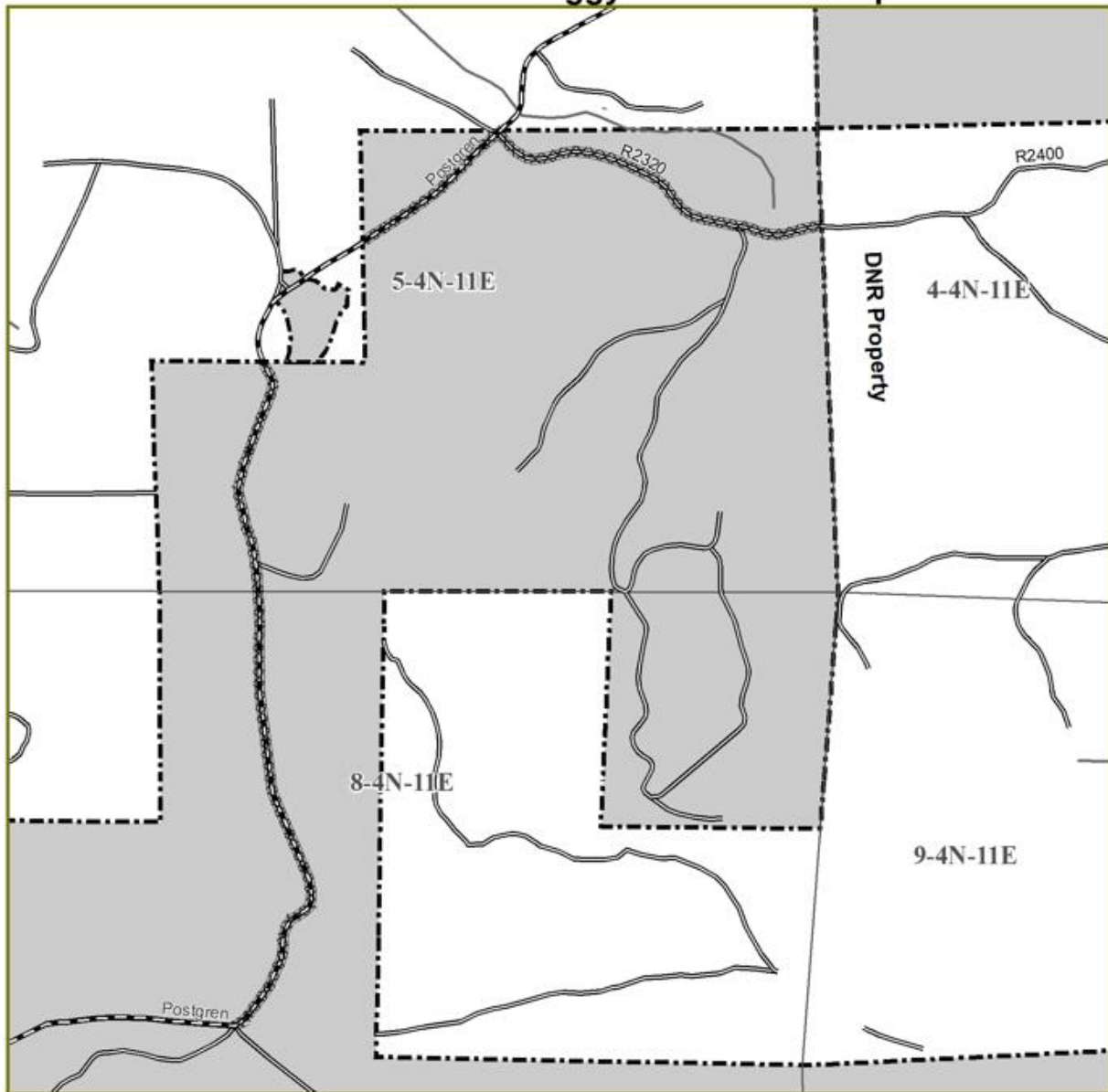
**Weyerhaeuser Timber Holdings, Inc.**

DocuSigned by:  
By: Bill Frings 9/14/2022  
Name: Bill Frings

Its: WTL Vice President

Address: P. O. Box 667  
Longview, WA. 98632

Contact: Bill Frings  
Tel: (503)-899-7158  
Email: Bill.Frings@wy.com

**EXHIBIT A****DNR Timber Sale - Foggy Notion RUP map****Weyerhaeuser Company**

Klickitat County

Sections 5, 8 T4N R11E

xxxxxx Permit Road 1.4 miles of road

----- Weyerhaeuser Property

==== Major Gravel Rd

---- Minor Unimproved Rd

~~~~ Major Streams



1 inch = 1,000 feet      0      0.275      0.55 Miles

5/31/2022

**EXHIBIT B**  
**OPERATIONAL REQUIREMENTS**

1. Permittee shall keep all roads open to haul forest or rock products.
2. Permittee shall be responsible for reimbursement for any damage caused to standing timber within road use permit area.

## EXHIBIT C

### General Safety and Operations Rules for Permittees:

**(Important: This is not a permit. See your Permit for complete terms, conditions and obligations.)**

**DRIVING.** Safe driving practices are required. Vehicle operators must drive to actual conditions and observe the following:

- **Maximum speed limit is 25 mph on all private logging roads; slower in most cases.**
- Road conditions, bad weather and limited visibility will require slower speeds.
- Always drive to the right side of the road but be aware of hazardous, soft road shoulders. Yield to heavy equipment.
- Do not enter active logging areas, unless authorized. Wait for equipment operators to clearly provide directions.
- Drive with lights on at all times.
- Safety belts must be worn by all passengers when driving on Weyerhaeuser lands.
- Do not block roadways, without prior permission of an authorized Weyerhaeuser representative.
- CB channels may be available for contact with log trucks but do not depend on CBs.
- Drive defensively - assume there is oncoming traffic around every corner and yield to loaded log trucks.

**LAWS.** In addition to Weyerhaeuser Company rules, Permittee must comply with all applicable state and federal laws and regulations.

**PPE.** High-viz. orange clothing, hard-hats and other personal protective equipment are highly recommended and **required** in active operating areas.

Drug and alcohol use on company property or jobs sites is strictly forbidden.

Weapons are not allowed in vehicles while operating under this permit for business purposes.

No off-road motorized vehicles and no driving off-road unless previously authorized in writing by Weyerhaeuser.

**OPERATING AREAS.** Stay clear of all logging, forestry or road construction activities, equipment, and lines (cable) until you have direct contact with the operator and are instructed that it is safe to proceed and:

- Stay at least 300 feet from feller-buncher equipment or chainsaw fallers (cutting trees). This equipment can throw limbs and chunks long distances. CB channel to contact the operator may be posted at the unit.
- Stay at least 150 feet from log processors - this equipment handles logs tree length and has a large radius that is a hazardous area.

**OBEY ALL SIGNS** (ex. “ROAD CLOSED” sign means you must not go beyond the sign for any reason).

- Even if a unit is not posted with signs, use common sense and follow the instructions given above.

**GATES** are to be closed at the end of each working day and during working days where there is no log hauling.