

# Washington DNR Timber Sales Program

**The documents for Minus 5 Timber Sale have been changed as follows:**

**Documents amended:**

[illegible]



## TIMBER NOTICE OF SALE

**SALE NAME:** MINUS 5

**AGREEMENT NO:** 30-103277

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

**COUNTY:** Klickitat

**SALE LOCATION:** Sale located approximately 9 miles north of Lyle, WA

**PRODUCTS SOLD  
AND SALE AREA:**

All timber not marked in blue leave tree paint or bound by leave tree tags in Unit 1, 3, 41, 42, 43, and 44; delineated by timber sale boundary tags and pink flagging; and all timber marked in orange take tree paint in Unit 21 and 22; delineated by timber sale boundary tags and/or blue special management area tags and pink flagging.

All forest products above located on part(s) of Sections 21, 29 and 33 all in Township 4 North, Range 12 East, W.M., containing 133 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								
					1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	19.4		2,258	\$379.00				133		870	1,150	106	
Grand fir	16.5		838	\$153.00						229	541	68	
Sale Total			3,096										

**MINIMUM BID:** \$379/MBF (est. value \$984,000.00) **BID METHOD:** Sealed Bids

**PERFORMANCE**

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

**EXPIRATION DATE:** October 31, 2025 **ALLOCATION:** Export Restricted

**BIDDABLE SPECIES:** Douglas fir

**BID DEPOSIT:** \$98,400.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Ground based equipment. Hand felling and Track skidder is required for skidding in Unit 21 and Unit 22. Falling and Yarding will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

**ROADS:** 22.70 stations of required construction. 52.20 stations of required reconstruction. 97.05 stations of required prehaul maintenance. Road construction will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator. The hauling of forest products will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator.

**ACREAGE DETERMINATION**

**CRUISE METHOD:** The sale acres were determined using a Garmin 64 delineation. Cruise was completed using variable plot cruise methods.



## TIMBER NOTICE OF SALE

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**FEES:** A fee of \$7,800.00 payable to Series One of Twin Creeks Timber, LLC. for an RUP dated 1/6/2023. Check must be provided to DNR, for forwarding to RUP permit holder, within 30 days of the sale day. \$52,632.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:** This sale contains approximately 133 MBF special mill DF; and 93 MBF high quality DF 2 Saw. See Cruise for additional information.

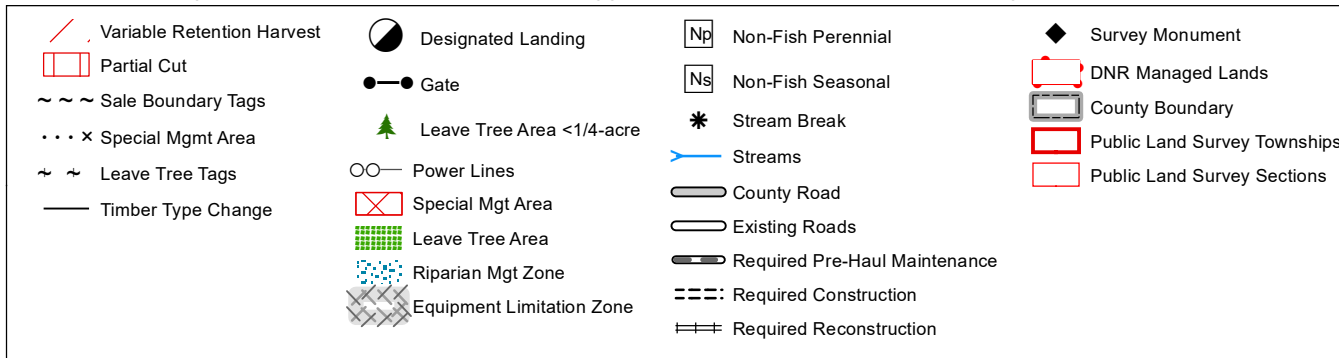
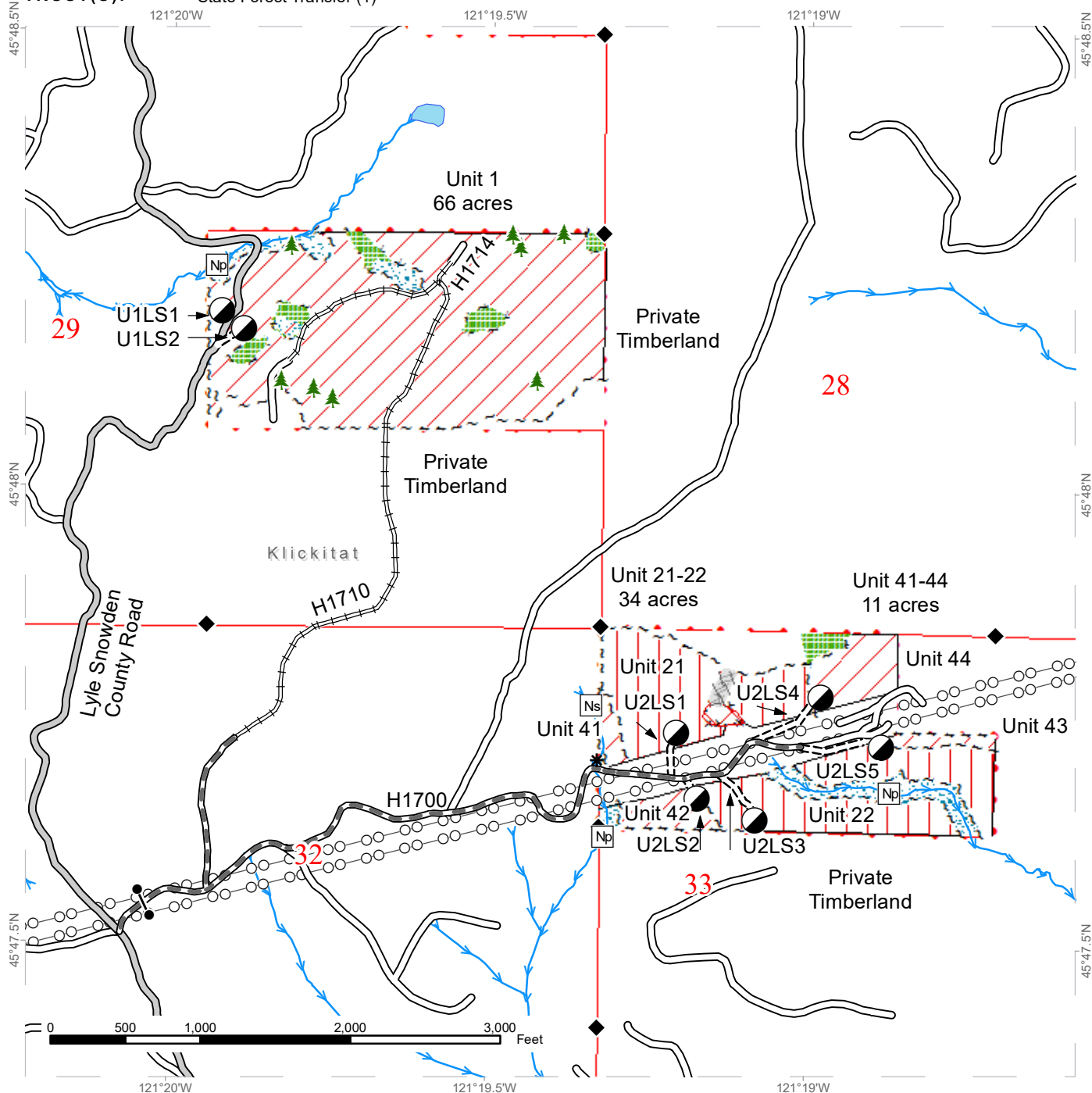
Due to the native surface roads required for haul, this timber sale is not likely to be permitted by the CA during the wet weather restriction November 1 - April 30. See contract clause H-142; a timing restriction of April 1- August 31 may apply to Unit 3 dependent on spring surveying for a sensitive species.

There is a private gate at the H1700 road to access Units 21, 22, 41, 42, 43, and 44. Contact Albert Durkee, Klickitat Unit Forester at (541) 490-3678 for access, or walk in 1 mile from the gate.

# TIMBER SALE MAP

**SALE NAME:** MINUS 5  
**AGREEMENT #:** 30-103277  
**TOWNSHIP(S):** T4R12E  
**TRUST(S):** State Forest Transfer (1)

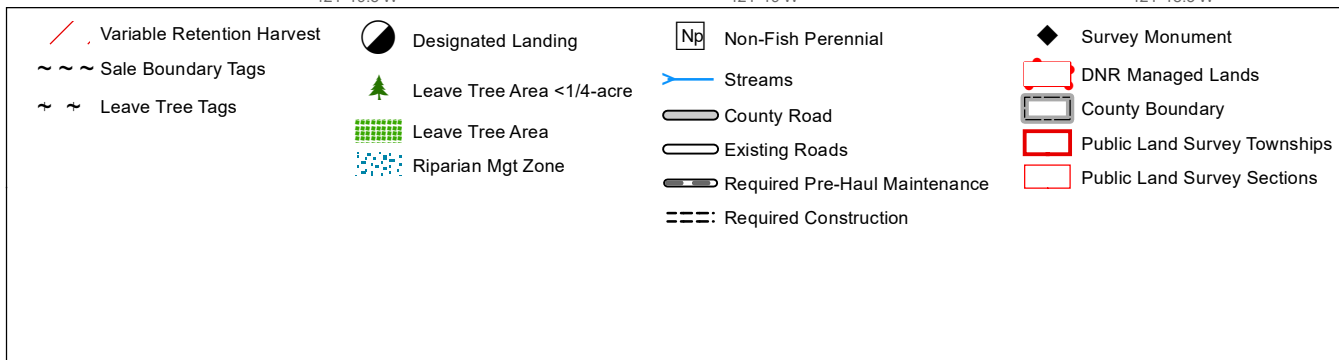
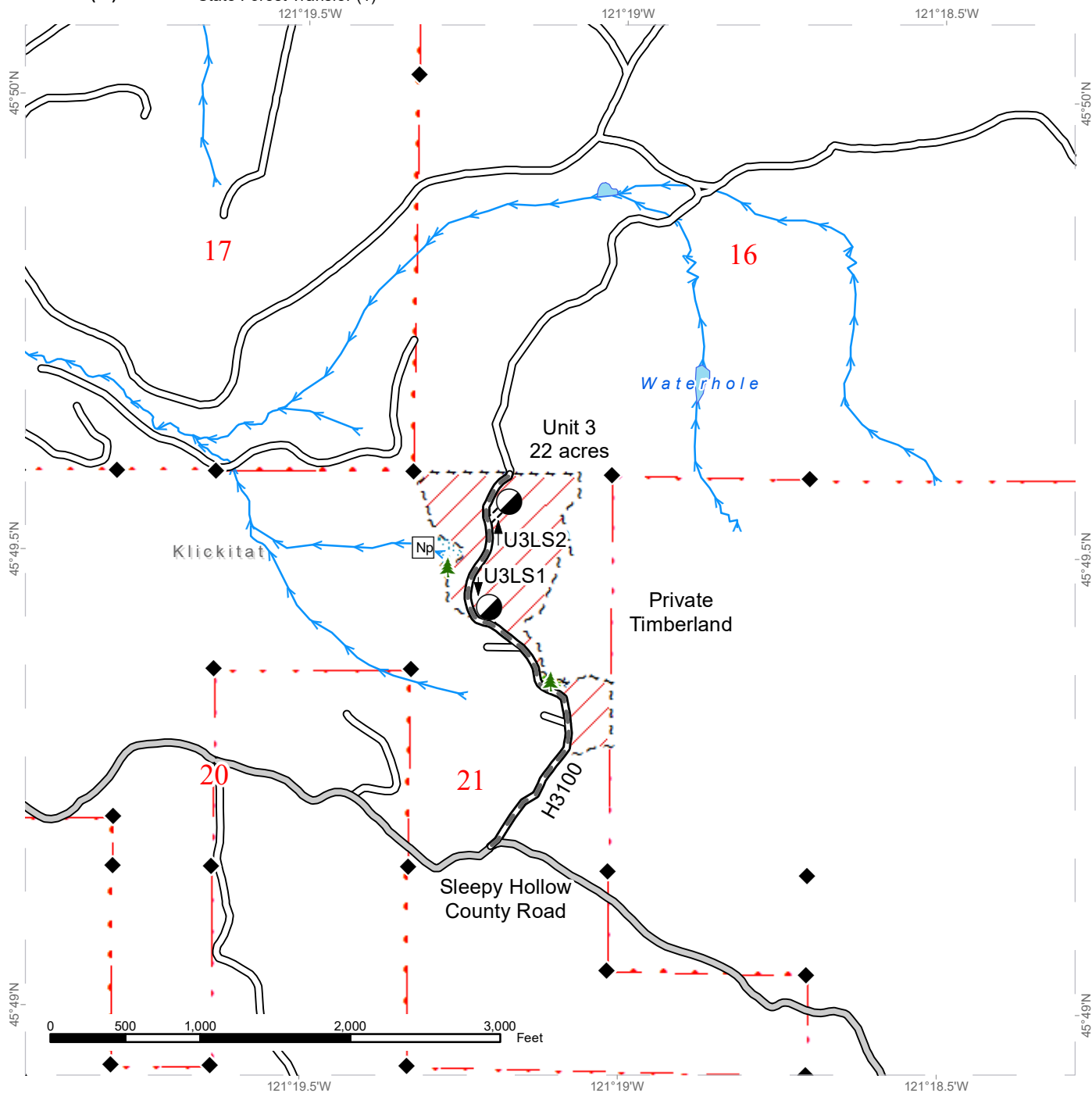
**REGION:** Southeast Region  
**COUNTY(S):** Klickitat  
**ELEVATION RGE:** 2440' - 2760'



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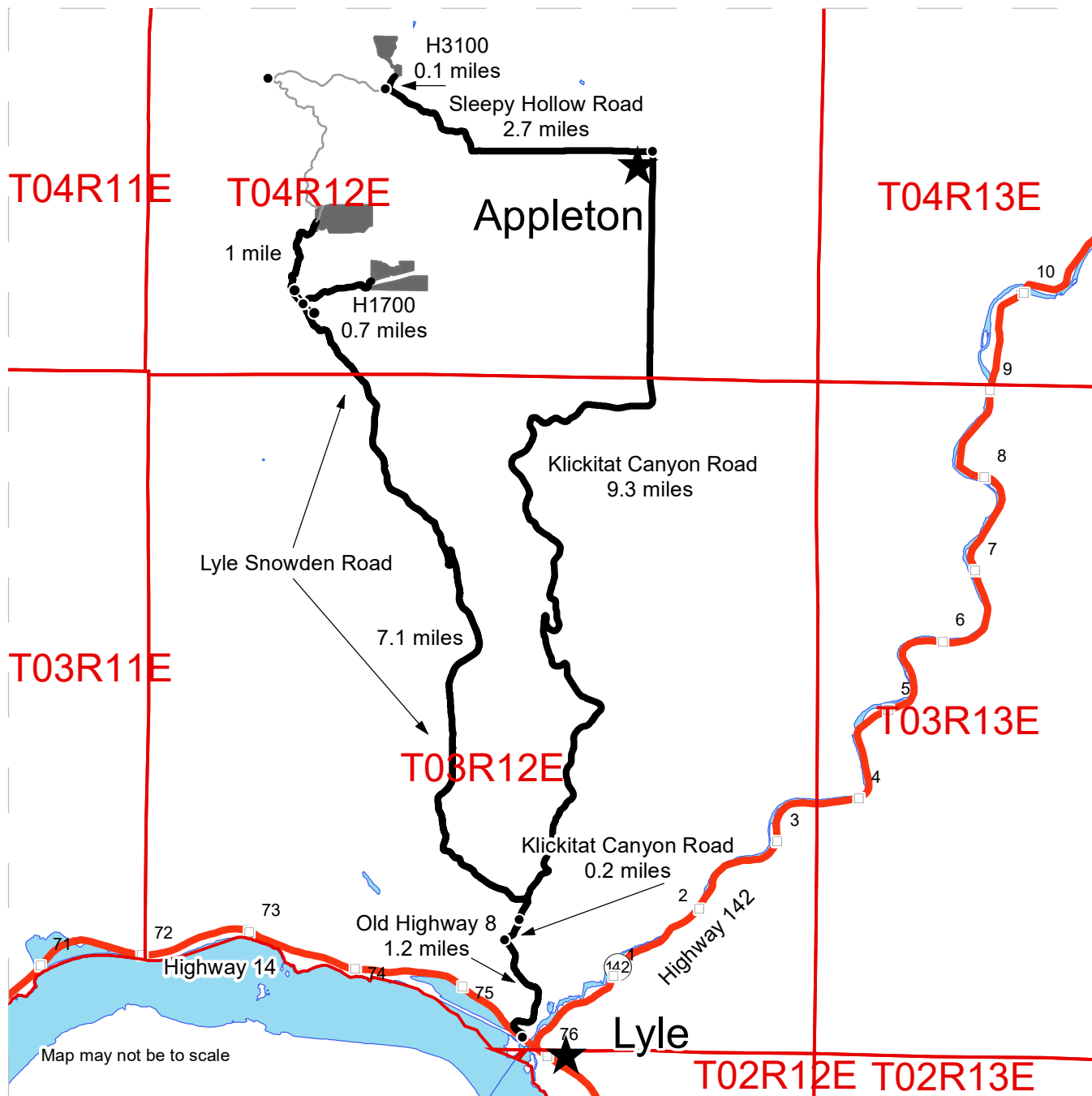
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# DRIVING MAP

**SALE NAME:** MINUS 5  
**AGREEMENT#:** 30-103277  
**TOWNSHIP(S):** T4R12E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY(S):** Klickitat  
**ELEVATION RGE:** 2440' - 2760'



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

## DRIVING DIRECTIONS:

From Highway 14:  
 North onto Old Highway 8 for 1.2 miles.  
 Turn right onto Klickitat Canyon Road for 0.2 miles.  
 For Unit 3, continue on the Klickitat Canyon Road for 9.3 miles.  
 Turn left on the Sleepy Hollow Road for 2.7 miles.  
 Turn right on the H3100 Road and continue for 0.1 mile.  
 For Unit 1, Unit 2, and Unit 4, turn left onto the Lyle Snowden Road at 0.2 miles on the Klickitat Canyon Road and continue for 7.1 miles.  
 For Unit 2 and Unit 4, turn right at the gate onto the H1700 road and continue for 0.7 miles.  
 For Unit 1, continue on the Lyle Snowden Road for another 1 mile.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted MBF Scale AGREEMENT NO. 30-0103277**

**SALE NAME: MINUS 5**

**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 not marked in blue leave tree paint or bound by leave tree tags in Unit 1, 3, 41, 42, 43, and 44; delineated by timber sale boundary tags and pink flagging; and all timber marked in orange take tree paint in Unit 21 and 22; delineated by timber sale boundary tags and/or blue special management area tags and pink flagging., located on approximately 133 acres on part(s) of Sections 21, 29, and 33 all in Township 4 North, Range 12 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-030 Contract Term**

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

**G-040 Contract Term Adjustment - No Payment**

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

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

**G-050 Contract Term Extension - Payment**

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

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

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

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

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

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

- e. Payment of \$7.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

**G-053 Surveys - Sensitive, Threatened, Endangered Species**

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

**G-060 Exclusion of Warranties**

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.

- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-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-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-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; H3100, H1700, H1710, H1714, and Logging Spurs: U1LS1, U1LS2, U2LS1, U2LS2, U2LS3, U2LS4, U2LS5, U3LS1 and U3LS2. 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 Lyle-Snowden Road, H1700 Road and H3100 Road, 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 with Twin Creeks Timber, LLC. dated 01/06/2023.

**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 \$52,632.00 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 \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability

L-010 Forest Products Conveyed

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

L-020 Short Logs - Peeler Blocks

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

**L-040 Utility Logs**

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

**L-060 Load Tickets**

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

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

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

**L-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-013 Reserve Tree Damage Definition**

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

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

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

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

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

**H-015 Skid Trail Requirements**

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 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 6 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-025 Timing Requirements for Timber Removal**

All non-utility timber must be removed within 45 days of being felled.

**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 the timber sale area. The plan shall address the logging plan and landing location, 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 ground based equipment with the exception of Unit 21 and Unit 22, which shall require hand felling. 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-140 Special Harvest Requirements**

Purchaser shall accomplish the following during the harvest operations:

1. While felling timber, two warning signs must be posted on the Lyle-Snowden Road for Unit 1, and the H3100 Road for Unit 3.
2. Bucking of the first log is required before skidding in Unit 21 and Unit 22.
3. Tracked skidder is required in Unit 21 and Unit 22.

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

#### H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. If a Northern Goshawk is discovered in the sale area during operations, the Contract Administrator and Region Biologist must be immediately notified.

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

#### H-142 Wildlife Timing Restrictions

The following wildlife timing restrictions apply to this contract and shall be in place in the locations shown on the attached timber sale map.

For Unit 3, a timing restriction of April 1- August 31 may be required if northern goshawks are detected and determined to be nesting during spring surveying.

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
All species	20	16	6

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 12/6/2022 are hereby made a part of this contract.

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

Purchaser shall perform work at their own expense on H1700, H1710, H1714, H3100, and Logging Spurs: U1LS1, U1LS2, U2LS1, U2LS2, U2LS3, U2LS4, U2LS5, U3LS1, U3LS2. 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-100 Landing Location Restricted**

Landing locations are restricted to those shown on the timber sale map unless otherwise authorized in writing by the Contract Administrator.

**C-140 Water Bars**

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

**Section S: Site Preparation and Protection****S-001 Emergency Response Plan**

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

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

**S-010 Fire Hazardous Conditions**

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

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

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

**S-020 Extreme Hazard Abatement**

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

Within Unit 1 along the Lyle-Snowden county road.

## S-030 Landing Debris Clean Up

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

## S-035 Logging Debris Clean Up

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

## S-040 Noxious Weed Control

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

## S-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: Interest =  $r \times LD \times N$ .

Where:

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

LD = Liquidated damage value.

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

**D-030 Inadequate Log Accountability**

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the State can result in substantial injury to the State. Failure to

properly account for loads and scaling and/or weighing information can result in loss to the State. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the State's administration costs, the actual costs of which are difficult to assess.

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

D-041 Reserve Tree Excessive Damage

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

**SIGNATURES**

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

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

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

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

\_\_\_\_\_  
Larry Leach

Southeast Region Manager (Acting)

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

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

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

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

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

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

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

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

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



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### 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>MINUS 5</b>	Region: <b>Southeast</b>
Agreement #: <b>30-103277</b>	District: Klickitat
Contact Forester: Bryan Inglin Phone / Location: (509) 201-2562	County(s): Choose a county, Klickitat
Alternate Contact: Albert Durkee Phone / Location: (541) 490-3678	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>	Unit 1: 100% Unit 2: 100% Unit 3: 100% Unit 4: 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. 29 T4N R12E	01	79.5	3	3.5		Non- merch = 7	66	GPS (Garmin)
2a – 2b	Sec. 33 T4N R12E	01	54	4.5	0.5 (SMA)		BPA Transmi- ssion = 10 / Non- merch = 5	34	GPS (Garmin)
3	Sec. 21 T4N R12E	01	23	0.5	0.5			22	GPS (Garmin)
4a – 4d	Sec. 33 T4N R12E	01	16	0.5	1		BPA Transmi- ssion = 3.5	11	GPS (Garmin)
<b>TOTAL ACRES</b>								<b>133</b>	

### 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 flashers, and pink flagging. Leave trees marked with blue paint rings.	Leave Tree Areas marked with yellow LTA boundary tags and pink flagging.	
2a – 2b	White timber sale boundary tags, pink flashers, and pink flagging. Take trees marked with Orange	Special Management Area marked with blue SMA boundary tags and pink flagging.	
3	White timber sale boundary tags, pink flashers, and pink flagging. Leave trees marked with blue paint rings.	Leave Tree Areas marked with yellow LTA boundary tags and pink flagging.	
4a – 4d	White timber sale boundary tags, pink flashers, and pink flagging. Leave trees marked with blue paint rings.	Leave Tree Areas marked with yellow LTA boundary tags and pink flagging.	

#### OTHER PRE-CRUISE INFORMATION:

Unit#	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Douglas-fir, grand fir 1,900 MBF	No gates. Walk-in access from the Lyle-Snowden Road.	
2a – 2b	Douglas-fir, grand fir 550 MBF (ALL Unit 2)	The H1700 road is accessed from Lyle-Snowden road and runs under BPA transmission lines. A Green Diamond gate at the junction requires a Masterlock Key. See Bryan Inglin for access.	
3	Douglas-fir, grand fir 550 MBF	No gates. Full access from the H3100 Road off the Sleepy Hollow Road.	
4a – 4d	Douglas-fir, grand fir 352 MBF (ALL Unit 4)	The H1700 road is accessed from Lyle-Snowden road and runs under BPA transmission lines. A Green Diamond gate at the junction requires a Masterlock Key. See Bryan Inglin for access.	
TOTAL MBF	3,352 MBF		

#### REMARKS:

The Sleepy Hollow Road is a county dirt road and can be impassable when wet. Best access is guaranteed May – October.

The H1700 road is a management road for Bonneville Power Administration (BPA) and can be impassable when wet. Best access is guaranteed May – October.

**Prepared By:** Bryan Inglin  
**Date:** 5/24/2022

**Title:** Forester

**CC:**

## Timber Sale Cruise Report Minus 5

**Sale Name:** MINUS 5

**Sale Type:** MBF SCALE

**Region:** SOUTHEAST

**District:** KCLICKITAT

**Lead Cruiser:** Bryan Inglin

**Other Cruisers:** Albert Durkee, Nick Betz

**Cruise Narrative:**

Location: Sale is approximately 9 miles north of Lyle, WA. Unit 1 is accessible from the Lyle Snowden county road. Unit 3 is accessible from the Sleepy Hollow county road. Units 2 and 4 are accessible from the H1700 road but require a gate key for access through a Green Diamond gate near the junction with the Lyle Snowden county road.

Cruise Design: Variable Plots.

Unit 1

1 plot/2 acres.

62.5 BAF for all plots

160 BAF for selecting cruise trees on plots.

Unit 2

1 plot/1 acre

62.5 BAF for all plots

160 BAF for selecting cruise trees on plots.

Unit 3

1 plot/2 acres.

40 BAF for all plots

160 BAF for selecting cruise trees on plots.

Unit 4

1 plot/2 acres.

46.9 BAF for all plots

160 BAF for selecting cruise trees on plots.

Both 32' and 40' log lengths used up to 40% FP of the bole height.

Units 1, 3, and 4 are Variable Retention Harvests; Leave trees are Blue Ring trees.

Unit 2 is a Shelterwood harvest; Take trees are identified in Orange ring trees.

**Timber Quality:**

133 MBF of Specialty Mill grade DF in Unit 2.

**Timber Sale Average DBH by species:**

-DF: 19.4"

-GF: 18.5"

**Logging and Stand Conditions:** 100% ground-based.

**Timber Sale Notice Volume (MBF)**

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	19.4	17.0		2,258	133	870	1,150	106
GF	16.5			838		229	541	68
ALL	18.5	17.0		3,096	133	1,098	1,691	174

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade				
	All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	18,759	826	6,567	10,557	809
GF	7,600		1,856	5,318	425
ALL	26,359	826	8,423	15,876	1,235

**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 (%)
238.9	5.2	143.2	2.5	34,445	5.7

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
MINUS 5 U2	BBL: VR, Big BAF (160 Measure, 62.5 Count) Sighting Ht = 4.5 ft	34.0	39.2	34	34	1
MINUS 5 U1	BBL: VR, Big BAF (160 Measure, 62.5 Count) Sighting Ht = 4.5 ft	66.0	72.6	32	32	0
MINUS 5 U3 SLEEPY HOLLOW	BBL: VR, Big BAF (160 Measure, 40 Count) Sighting Ht = 4.5 ft	22.0	23.1	12	12	0
MINUS 5 U4	BBL: VR, Big BAF (160 Measure, 46.94 Count) Sighting Ht = 4.5 ft	11.0	12.8	8	8	0
All		133.0	147.6	86	86	1

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.2	40	5,839	5,839	0.0	5,967.7	776.5
DF	LIVE	2 SAW	HQ-A	14.9	39	699	699	0.0	599.2	93.0
DF	LIVE	3 SAW	Domestic	8.7	39	8,653	8,649	0.0	10,557.3	1,150.4
DF	LIVE	4 SAW	Domestic	6.0	18	795	795	0.0	809.3	105.7

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	SPECIAL MILL	HQ-A	19.7	40	999	999	0.0	825.9	132.9
GF	LIVE	2 SAW	Domestic	14.7	39	1,724	1,719	0.3	1,856.0	228.7
GF	LIVE	3 SAW	Domestic	8.2	39	4,068	4,068	0.0	5,318.3	541.0
GF	LIVE	4 SAW	Domestic	5.7	17	512	512	0.0	425.3	68.1

#### 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	6.6	29	3,943	0.1	4,892.9	524.4
DF	9 - 11	LIVE	Domestic	10.2	39	5,501	0.0	6,473.7	731.7
DF	12 - 14	LIVE	HQ-A	13.1	37	170	0.0	171.9	22.6
DF	12 - 14	LIVE	Domestic	13.2	40	3,258	0.0	3,578.5	433.3
DF	15 - 19	LIVE	Domestic	16.1	40	2,512	0.0	2,328.9	334.1
DF	15 - 19	LIVE	HQ-A	17.0	40	1,077	0.0	887.9	143.2
DF	20+	LIVE	Domestic	20.1	40	69	0.0	60.3	9.1
DF	20+	LIVE	HQ-A	21.5	40	451	0.0	365.2	60.0
GF	5 - 8	LIVE	Domestic	6.5	28	2,855	0.0	3,547.0	379.7
GF	9 - 11	LIVE	Domestic	10.3	39	1,725	0.0	2,196.7	229.4
GF	12 - 14	LIVE	Domestic	13.4	39	796	0.6	871.0	105.9
GF	15 - 19	LIVE	Domestic	16.8	40	845	0.0	916.2	112.3
GF	20+	LIVE	Domestic	20.4	40	78	0.0	68.7	10.4

## Cruise Unit Report MINUS 5 U2

### Unit Sale Notice Volume (MBF): MINUS 5 U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	25.0	17.0		318	133	138	42	6
GF	21.9			90		56	31	3
ALL	24.1	17.0		409	133	194	73	9

### Unit Cruise Design: MINUS 5 U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
BBL: VR, Big BAF (160 Measure, 62.5 Count) Sighting Ht = 4.5 ft	34.0	39.2	34	34	1

### Unit Cruise Summary: MINUS 5 U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		1	0.0	0
DF	23	117	3.4	2
GF	8	15	0.4	0
ALL	31	133	3.9	2

### Unit Cruise Statistics (Cut + Leave Trees): MINUS 5 U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	1.8	583.1	100.0						
DF	215.1	58.2	10.0	195.8	27.9	5.8	42,116	64.5	11.6
GF	27.6	231.4	39.7	144.6	14.5	5.1	3,988	231.8	40.0
ALL	244.5	48.5	8.3	190.0	27.9	5.0	46,453	55.9	9.7

### Unit Summary: MINUS 5 U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	23	ALL	24.8	100	127	9,373	9,359	0.1	14.2	47.8	9.6	318.2
DF	LIVE	LEA	3	ALL	33.9	100	111	32,805	32,757	0.1	26.7	167.3	28.7	1,113.7
GF	LIVE	CUT	8	ALL	21.3	88	110	2,679	2,658	0.7	7.4	18.4	4.0	90.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
GF	LIVE	LEA	2	ALL	22.2	83	101	1,339	1,329	0.7	3.4	9.2	2.0	45.2
PP	LIVE	LEA	0	ALL	28.4						0.4	1.8	0.3	
ALL	LIVE	LEA	5	ALL	32.7	98	110	34,144	34,086	0.2	30.5	178.3	31.0	1,158.9
ALL	LIVE	CUT	31	ALL	23.7	96	121	12,051	12,018	0.3	21.6	66.2	13.6	408.6
ALL	ALL	ALL	36	ALL	29.3	97	115	46,196	46,103	0.2	52.1	244.5	44.6	1,567.5

## Cruise Unit Report MINUS 5 U1

### Unit Sale Notice Volume (MBF): MINUS 5 U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	18.9			1,525	615	834	76
GF	16.3			467	158	268	41
ALL	18.2			1,992	773	1,102	117

### Unit Cruise Design: MINUS 5 U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
BBL: VR, Big BAF (160 Measure, 62.5 Count) Sighting Ht = 4.5 ft	66.0	72.5	32	32	0

### Unit Cruise Summary: MINUS 5 U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
MA		2	0.1	0
DF	38	99	3.1	0
GF	11	28	0.9	0
ALL	49	129	4.0	0

### Unit Cruise Statistics (Cut + Leave Trees): MINUS 5 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	3.9	565.7	100.0						
DF	193.4	58.8	10.4	134.4	24.4	4.0	25,994	63.7	11.1
GF	54.7	118.8	21.0	129.4	29.7	9.0	7,079	122.5	22.8
ALL	252.0	43.0	7.6	133.3	25.3	3.6	33,594	49.9	8.4

### Unit Summary: MINUS 5 U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	38	ALL	18.3	84	106	23,106	23,106	0.0	94.1	171.9	40.2	1,525.0
DF	LIVE	LEA	0	ALL	21.4			2,888	2,888	0.0	8.6	21.5	4.6	190.6
GF	LIVE	CUT	11	ALL	16.1	81	103	7,079	7,079	0.0	38.7	54.7	13.6	467.2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
MA	LIVE	CUT	0	ALL	21.1						1.6	3.9	0.9	
ALL	LIVE	CUT	49	ALL	17.7	83	105	30,185	30,185	0.0	134.4	230.5	54.7	1,992.2
ALL	LIVE	LEA	0	ALL	21.4			2,888	2,888	0.0	8.6	21.5	4.6	190.6
ALL	ALL	ALL	49	ALL	18.0	83	105	33,073	33,073	0.0	143.0	252.0	59.3	2,182.8

## Cruise Unit Report MINUS 5 U3 SLEEPY HOLLOW

### Unit Sale Notice Volume (MBF): MINUS 5 U3 SLEEPY HOLLOW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
GF	14.4			247		224	23
DF	17.7			173	85	86	2
ALL	15.7			420	85	310	25

### Unit Cruise Design: MINUS 5 U3 SLEEPY HOLLOW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
BBL: VR, Big BAF (160 Measure, 40 Count) Sighting Ht = 4.5 ft	22.0	23.1	12	12	0

### Unit Cruise Summary: MINUS 5 U3 SLEEPY HOLLOW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
GF	6	32	2.7	0
DF	5	25	2.1	0
ALL	11	57	4.8	0

### Unit Cruise Statistics (Cut + Leave Trees): MINUS 5 U3 SLEEPY HOLLOW

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 (%)
GF	106.7	99.0	28.6	112.3	11.1	4.5	11,974	99.6	28.9
DF	83.3	77.8	22.5	117.8	17.2	7.7	9,820	79.7	23.7
ALL	190.0	50.9	14.7	114.7	13.8	4.2	21,794	52.7	15.3

### Unit Summary: MINUS 5 U3 SLEEPY HOLLOW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	5	ALL	15.9	75	94	7,856	7,856	0.0	48.4	66.7	16.7	172.8
DF	LIVE	LEA	0	ALL	22.2			1,964	1,964	0.0	6.2	16.7	3.5	43.2
GF	LIVE	CUT	6	ALL	16.7	79	100	11,226	11,226	0.0	65.7	100.0	24.5	247.0
GF	LIVE	LEA	0	ALL	31.2			748	748	0.0	1.3	6.7	1.2	16.5
ALL	LIVE	CUT	11	ALL	16.4	77	98	19,081	19,081	0.0	114.1	166.7	41.2	419.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	LEA	0	ALL	24.0			2,712	2,712	0.0	7.5	23.3	4.7	59.7
ALL	ALL	ALL	11	ALL	16.9	77	98	21,794	21,794	0.0	121.6	190.0	45.9	479.5

## Cruise Unit Report MINUS 5 U4

### Unit Sale Notice Volume (MBF): MINUS 5 U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	16.0			242	31	189	22
GF	20.8			33	15	18	1
ALL	16.8			276	46	207	23

### Unit Cruise Design: MINUS 5 U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
BBL: VR, Big BAF (160 Measure, 46.94 Count) Sighting Ht = 4.5 ft	11.0	12.8	8	8	0

### Unit Cruise Summary: MINUS 5 U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	7	37	4.6	0
GF	2	4	0.5	0
ALL	9	41	5.1	0

### Unit Cruise Statistics (Cut + Leave Trees): MINUS 5 U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	217.1	65.3	23.1	113.8	22.3	8.4	24,711	69.0	24.6
GF	23.5	151.2	53.5	128.7	22.8	16.1	3,022	152.9	55.8
ALL	240.6	58.5	20.7	115.3	21.8	7.3	27,732	62.4	21.9

### Unit Summary: MINUS 5 U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	16.8	76	93	22,039	22,039	0.0	125.8	193.6	47.2	242.4
DF	LIVE	LEA	0	ALL	29.4			2,671	2,671	0.0	5.0	23.5	4.3	29.4
GF	LIVE	CUT	2	ALL	17.8	83	106	3,022	3,022	0.0	13.6	23.5	5.6	33.2
ALL	LIVE	LEA	0	ALL	29.4			2,671	2,671	0.0	5.0	23.5	4.3	29.4
ALL	LIVE	CUT	9	ALL	16.9	77	94	25,061	25,061	0.0	139.4	217.1	52.8	275.7
ALL	ALL	ALL	9	ALL	17.5	77	94	27,732	27,732	0.0	144.4	240.6	57.1	305.1



## Forest Practices Application/Notification Notice of Decision

FPA/N No: 2707459

Effective Date: 1/12/2023

Expiration Date: 1/12/2026

Shut Down Zone: 609W

EARR Tax Credit: ☒ Eligible ☐ Non-eligible

Reference: DNR-Minus 5

Sec 21,29,33 T4N R12E

### 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: 1/12/2023

Copies to: ☐ Landowner, Timber Owner and Operator

Issued in person: ☒ LO ☒ TO ☒ OP By: Brenda Young

Date: 1/12/2023

### **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://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> Choose an item. <b>Region</b>
<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	

Information regarding the Pollution Control Hearings Board can be found at: <https://eluh0.wa.gov>

### **Other Applicable Laws**

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

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

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

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

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

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

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

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

### **DNR Declaration of Mailing**

I Enter Name, caused the Notice of Decision for FPA/N No. Enter FPA/N No. to be placed in the United States mail at Enter Location, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City & State where signed)

\_\_\_\_\_  
(Signature)

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

MINUS 5 TIMBER SALE ROAD PLAN  
KLICKITAT COUNTY  
SOUTHEAST REGION

AGREEMENT NO.: 30-103277

STAFF ENGINEER: TARA BAKER

DATE: DECEMBER 6, 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>
H1700	0+00 to 53+75	Pre-haul Maintenance
H1710	0+00 to 11+55	Pre-haul Maintenance
H1710	11+55 to 62+00	Reconstruction
H1714	0+00 to 1+75	Reconstruction
H3100	0+00 to 30+75	Pre-haul Maintenance
U1LS1	0+00 to 1+00	Pre-haul Maintenance
U1LS2	0+00 to 2+50	Construction
U2LS1	0+00 to 3+00	Construction
U2LS2	0+00 to 2+00	Construction
U2LS3	0+00 to 4+00	Construction
U2LS4	0+00 to 5+10	Construction
U2LS5	0+00 to 3+50	Construction
U3LS1	0+00 to 1+10	Construction
U3LS2	0+00 to 1+50	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>
U1LS2	0+00 to 2+50	Clearing, grubbing, excavation to grade, construct ditch, subgrade compaction and debris disposal.
U2LS1	0+00 to 3+00	Clearing, grubbing, excavation to grade, subgrade compaction and debris disposal.
U2LS2	0+00 to 2+00	Clearing, grubbing, excavation to grade, subgrade compaction and debris disposal.
U2LS3	0+00 to 4+00	Clearing, grubbing, excavation to grade, subgrade compaction and debris disposal.
U2LS4	0+00 to 5+10	Clearing, grubbing, excavation to grade, subgrade compaction and debris disposal.
U2LS5	0+00 to 3+50	Clearing, grubbing, excavation to grade, subgrade compaction and debris disposal.
U3LS1	0+00 to 1+10	Clearing, grubbing, excavation to grade, subgrade compaction and debris disposal.
U3LS2	0+00 to 1+50	Clearing, grubbing, excavation to grade, subgrade compaction and debris disposal.

**0-5 RECONSTRUCTION**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
H1710	11+55 to 62+00	Clearing, grubbing, excavation to grade, reconstruct ditch, and debris disposal.
H1714	0+00 to 1+75	Clearing, grubbing, excavation to grade, reconstruct ditch, and debris disposal.

**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>
H1700	0+00 to 2+95	Grade and shape.
	2+95 to 7+35	Grade and shape, rock acquisition and placement.
	7+35 to 53+75	Grade and shape, clean ditch and clean culvert inlets at Station 39+15 and Station 50+00.
H1710	0+00 to 11+55	Brush, grade and shape.
H3100	0+00 to 30+75	Grade and shape, clean ditch and clean culvert inlets at Station 5+50 and Station 30+75.
U1LS1	0+00 to 1+00	Grade and shape.

**0-7 POST-HAUL MAINTENANCE**

This project includes Post-Haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE.

**0-8 CLOSURE**

This project includes road closure listed in Clause 9-15 ROAD CLOSURE.

**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 marks centerline with orange flagging for construction.

### **SUBSECTION TIMING**

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

Purchaser shall complete all road work, except work identified in Section 9 POST HAUL 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>
H1700	0+00 to 53+75

**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
- Rock application
- Rock compaction

**1-25 ACTIVITY TIMING RESTRICTION**

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

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
H1700	0+00 to 53+75	Pre-haul Maintenance	November 1 <sup>st</sup> to April 30 <sup>th</sup>
H1710	0+00 to 11+55	Pre-haul Maintenance	November 1 <sup>st</sup> to April 30 <sup>th</sup>
H3100	0+00 to 30+75	Pre-haul Maintenance	November 1 <sup>st</sup> to April 30 <sup>th</sup>

**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.

### **1-40 ROAD APPROACHES TO COUNTY ROADS**

Requirements for all Lyle Snowden County Road approaches:

Purchaser shall build up approaches to allow a smooth grade transition between approaches and the Lyle Snowden County Road. The road approaches shall be constructed in accordance with the Klickitat County Right of Way Road Approach Permits listed in the following table.

Road	Station	Permit No.
U1LS1	0+00 to 1+00	P101822-2
U1LS2	0+00 to 2+50	P101822-2

**1-42 UTILITY ACCESS ROAD**

The following road intersects existing utility access roads. Purchaser shall conduct road work on the intersecting roads so that the utility access roads are accessible at all times.

<u>Road</u>	<u>Stations</u>
H1700	0+00 to 53+75
H1710	0+00 to 0+75
U2LS1	0+00 to 3+00
U2LS2	0+00 to 2+00
U2LS3	0+00 to 4+00
U2LS4	0+00 to 5+10
U2LS5	0+00 to 3+50

**1-43 ROAD WORK AROUND UTILITIES**

Road work is in close proximity to a utility. Known utilities are listed, but it is the Purchaser's responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way. Purchaser shall notify the Bonneville Power Administration (BPA) before starting road work. BPA contact info: Ryan Tanner 503.230.5605.

<u>Road</u>	<u>Stations</u>
H1700	0+00 to 53+75
H1710	0+00 to 0+75
U2LS1	0+00 to 3+00
U2LS2	0+00 to 2+00
U2LS3	0+00 to 4+00
U2LS4	0+00 to 5+10
U2LS5	0+00 to 3+50

**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.

## **2-4 PASSAGE OF ALL VEHICLES**

Purchaser shall maintain the H1700 Road in a condition that will allow the passage of vehicles necessary for maintenance and management of BPA utilities. Purchaser's use of the H1700 Road shall not interfere with BPA access along the transmission line right-of-way or operation and maintenance.

<u>Road</u>	<u>Stations</u>
H1700	0+00 to 53+75

# **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>
H1710	0+00 to 11+55

## **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.

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

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

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

## **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.

## **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.
- 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	1½:1	67
Angular Rock	1¼:1	80

#### 4-7 SHAPING CUT AND FILL SLOPE

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

#### 4-9 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 by routing excavation equipment over the entire width of each lift. Waste material may be placed by end-dumping or side-casting 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.

## SECTION 6 – ROCK

### SUBSECTION ROCK SOURCE

#### 6-1 ROCK SOURCE NOT ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source on private land at the Purchaser's expense.

<u>Source</u>	<u>Location</u>	<u>Pit Owner</u>	<u>Letter Dated</u>	<u>Rock Type</u>
Staats Pit	NE ¼ Sec 22 T04N R11E Lat/Long 121.41096 N/45.823 W	TCT Columbia Holdings LLC	January 6, 2022	4" Minus Pit Run

#### 6-5 ROCK FROM COMMERCIAL SOURCE

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

### SUBSECTION PIT PLAN

#### 6-10 PIT PLAN BY STATE

Purchaser shall conduct rock removal and use at the Staats TCT Columbia Holdings LLC source, in accordance with the written STAATS PIT PLAN prepared by the State. Upon completion of rock removal, the rock source must be left in the condition specified in the STAATS PIT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 7 calendar days before starting any operations at the rock source.

### SUBSECTION ROCK GRADATIONS

#### 6-41 PIT RUN ROCK

No more than 50 percent of the rock may be larger than 4 inches in any dimension and no rock may be larger than 8 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

## 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 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 STRUCTURES

### **9-1 EARTHEN BARRICADES**

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

<u>Road</u>	<u>Station</u>
U1LS2	0+20

## 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>
H1700	0+00 to 53+75	Grade the road surface, turnouts, and shoulders according to the specifications on the TYPICAL SECTION SHEET. Clean the ditch and the culvert inlets at Stations 39+15 and 50+00.
H1710	0+00 to 62+00	Grade the road surface, turnouts, and shoulders and clean the ditch according to the specifications 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 20 feet and with a maximum spacing of 500 feet between water bars.
H1714	0+00 to 1+75	Grade the road surface and clean the ditch according to the specifications on the TYPICAL SECTION SHEET.
H3100	0+00 to 30+75	Grade the road surface, turnouts, and shoulders according to the specifications on the TYPICAL SECTION SHEET. Clean culvert inlets at Stations 5+50 and 30+75.
U1LS1	0+00 to 1+00	Grade the road surface and clean the ditch according to the specifications on the TYPICAL SECTION SHEET.
U2LS1	0+00 to 3+00	Grade the road surface according to the specifications on the TYPICAL SECTION SHEET.
U2LS2	0+00 to 2+00	Grade the road surface according to the specifications on the TYPICAL SECTION SHEET.
U2LS3	0+00 to 4+00	Grade the road surface according to the specifications on the TYPICAL SECTION SHEET.
U2LS4	0+00 to 5+10	Grade the road surface according to the specifications 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 10 feet and with a maximum spacing of 200 feet between water bars.
U2LS 5	0+00 to 3+50	Grade the road surface according to the specifications on the TYPICAL SECTION SHEET. Install drivable water bars according to the drivable water bar detail at a maximum spacing that will produce a vertical drop of no more than 10 feet and with a maximum spacing of 200 feet between water bars.
U3LS1	0+00 to 1+10	Grade the road surface according to the specifications on the TYPICAL SECTION SHEET.
U3LS2	0+00 to 1+50	Grade the road surface according to the specifications on the TYPICAL SECTION SHEET.

**9-10 LANDING DRAINAGE**

Purchaser shall provide surface drainage at all landing surfaces.

**SUBSECTION CLOSURE****9-15 ROAD CLOSURE**

Purchaser shall close the following road before the termination of this contract.

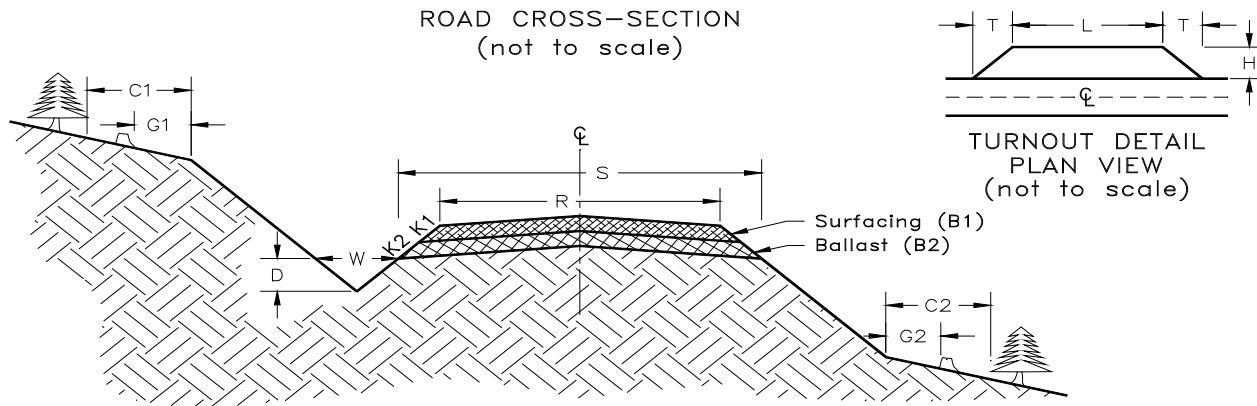
<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
U1LS2	0+00 to 2+50	Per Clause 9-16 CLOSURE

**9-16 CLOSURE**

At a minimum, closure consists of:

- Maintain road according to the FOREST ACCESS ROAD SPECIFICATIONS.
- Outslope road surface and landings at a minimum of 4 percent.
- Construct drivable waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 50 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must drain onto stable locations.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Install EARTHEN BARRICADE per EARTHEN BARRICADE DETAIL and Clause 9-1 EARTHEN BARRICADE.

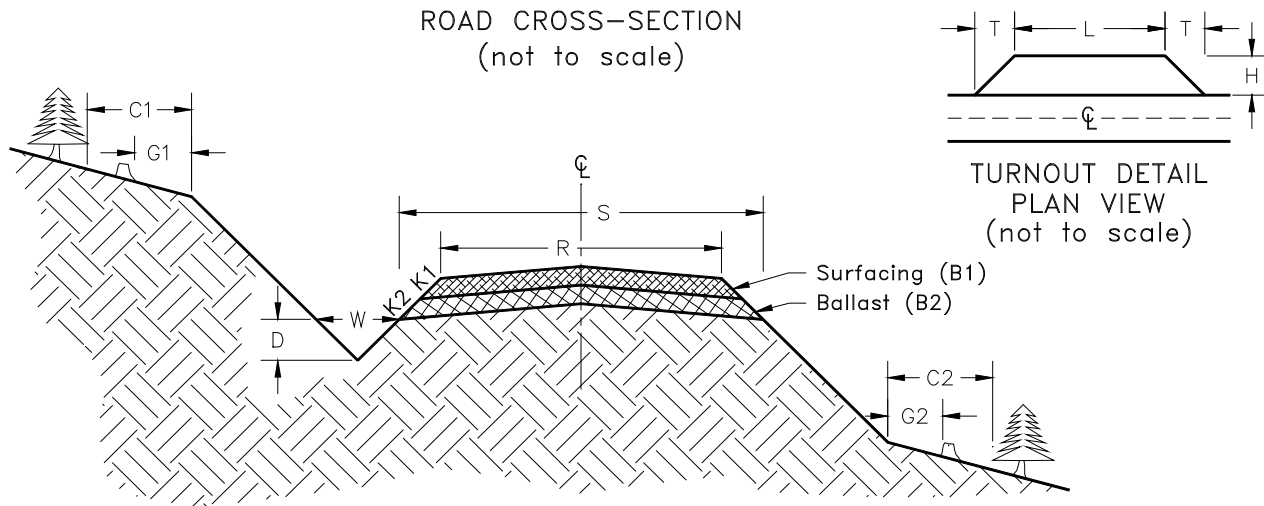
## TYPICAL SECTION SHEET



NOTE: GRUBBING LIMITS FOR  
RECONSTRUCTION ARE 1' BEYOND  
EDGE OF ROAD OR BACK OF DITCH.  
CLEARING LIMITS POSTED WITH  
RIGHT OF WAY TAGS AND YELLOW  
FLAGGING. IF NOT POSTED, SEE  
RIGHT-OF-WAY SPECIFICATION  
SHEET.

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
H1700	Pre-haul Maintenance	0+00	8+80		12'		4"	12'	NA NA	NA NA	NA NA
		8+80	13+70		12'	4"		12'	3' 1'	NA NA	NA NA
		13+70	15+26		12'		4"	12'	NA NA	NA NA	NA NA
		15+26	24+90		12'	4"		12'	3' 1'	NA NA	NA NA
		24+90	32+00		12'		4"	12'	NA NA	NA NA	NA NA
		32+00	37+45		12'	4"		12'	3' 1'	NA NA	NA NA
		37+45	53+75		12'		4"	12'	NA NA	NA NA	NA NA
H1710	Pre-haul Maintenance	0+00	11+55		12'		4"	12'	NA NA	NA NA	NA NA
	Reconstruction	11+55	38+65	C	12'		4"	12'	NA NA	See Note	10' 8'
	Reconstruction	38+65	49+55	C	12'	4"		12'	3' 1'	See Note	13' 11'
	Reconstruction	49+55	62+00	C	12'	4"		12'	3' 1'	See Note	12' 7'
H1714	Reconstruction	0+00	1+75	C	12'	4"		12'	3' 1'	See Note	6' 6'
H3100	Pre-haul Maintenance	0+00	30+75		12'	4"		12'	3' 1'	NA NA	NA NA
U1LS1	Pre-haul Maintenance	0+00	1+00		12'		4"	12'	NA NA	NA NA	NA NA
U1LS2	Construction	0+00	2+50	C	12'	4"		12'	3' 1'	1' 1'	6' 5'
U2LS1	Construction	0+00	1+90	C	12'		4"	12'	NA NA	1' 1'	6' 5'
	Construction	1+90	3+00	C	12'		4"	12'	NA NA	3' 3'	6' 5'
U2LS2	Construction	0+00	2+00	C	12'		4"	12'	NA NA	1' 1'	5' 10'
U2LS3	Construction	0+00	4+00	C	12'		4"	12'	NA NA	1' 1'	10' 5'
U2LS4	Construction	0+00	5+10	C	12'		4"	12'	NA NA	1' 1'	5' 10'
U2LS 5	Construction	0+00	3+50	C	12'		4"	12'	NA NA	1' 1'	5' 10'
U3LS1	Construction	0+00	1+10	C	12'		4"	12'	NA NA	1' 1'	10' 5'
U3LS2	Construction	0+00	1+50	C	12'		4"	12'	NA NA	1' 1'	10' 5'

## 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
H1700	2+95	7+35	1 ½ :1	6"	25	4.40	110	Staats Private Pit or Commercial

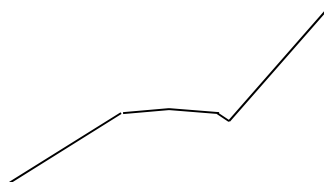
PIT RUN ROCK TOTAL 110 Cubic Yards

## 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 outsloped 4" in 10'.

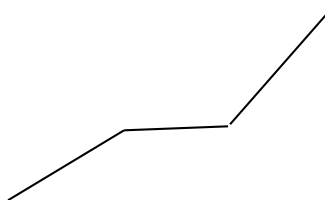
### CROWNED ROAD WITH DITCH RIGHT

<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'



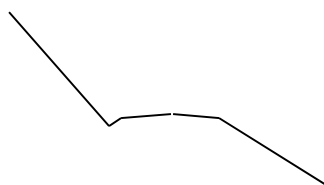
### OUTSLOPE LEFT ROAD

<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'



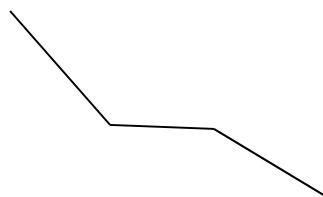
### CROWNED ROAD WITH DITCH LEFT

<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'

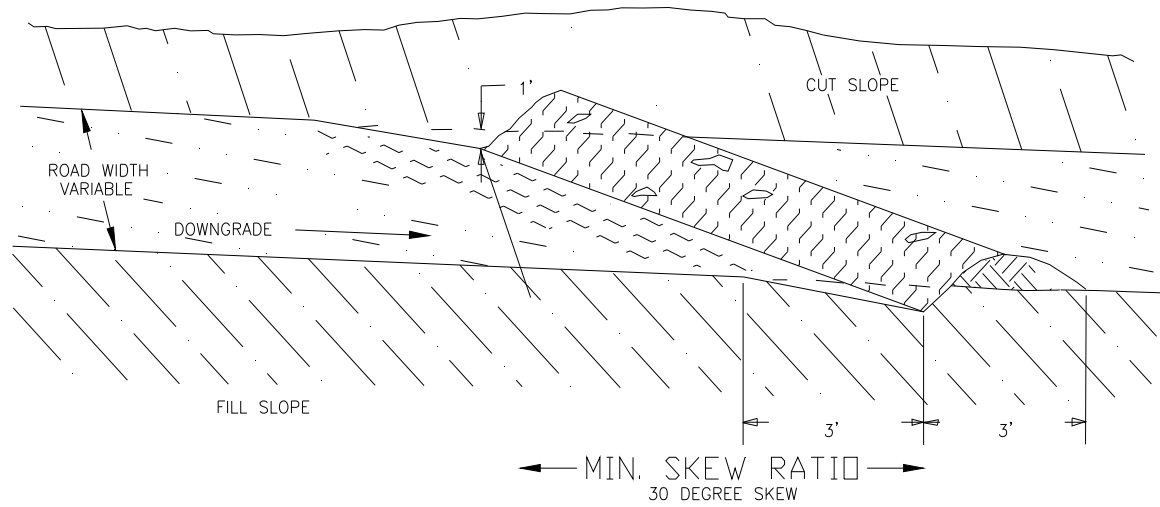


STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
SOUTHEAST REGION

**STAATS PIT PLAN**

1. The pit floor shall have continuity of slope, providing drainage at a minimum of 2% grade and directed to the pit floor drain, a physical break in the safety berm located on the west side of the pit floor.
2. The stockpile's working face shall not exceed 20 feet in height with a back slope no steeper than ½:1.
3. All operations shall be carried out in compliance with all regulations of:
  - “Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations” (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
  - “Safety Standards for Construction Work” (296-155 WAC). Washington Department of Labor Industries.
4. Upon completion of operations, the site shall be cleared of all temporary structures, equipment and rubbish, and shall be left in a neat and presentable condition.

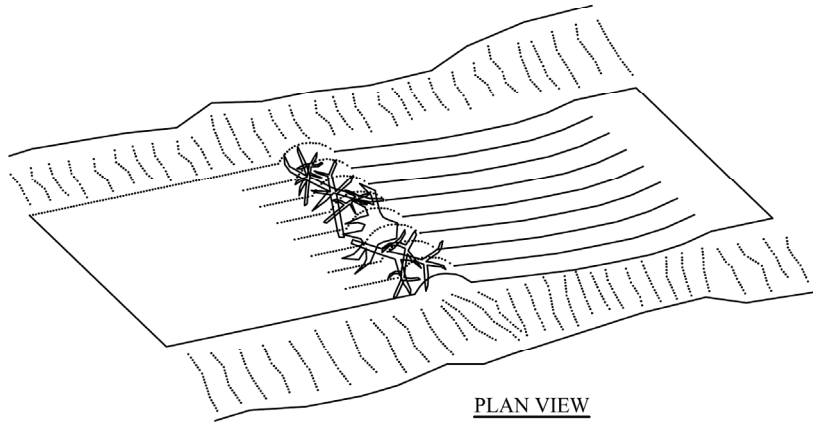
## DRIVABLE WATER BAR DETAIL



### NOTES

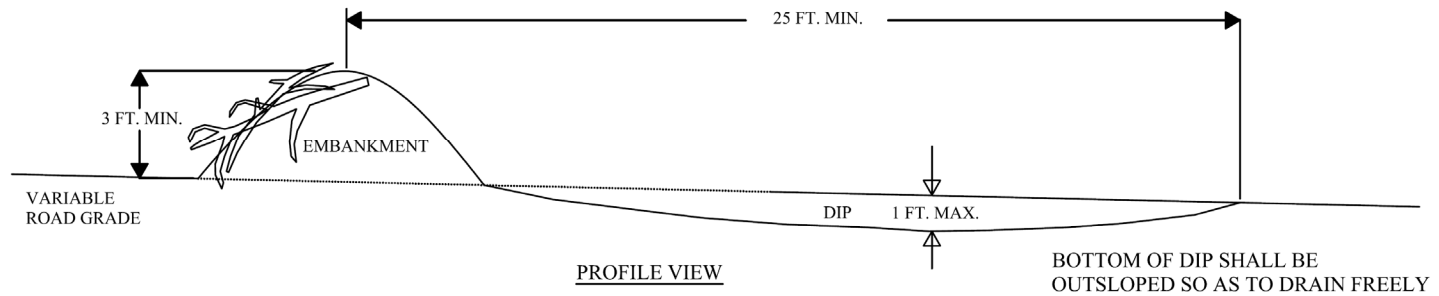
1. ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
2. ALL WATER BARS SHALL HAVE FREE FLOWING OUTLETS.

# EARTHEN BARRICADE DETAIL

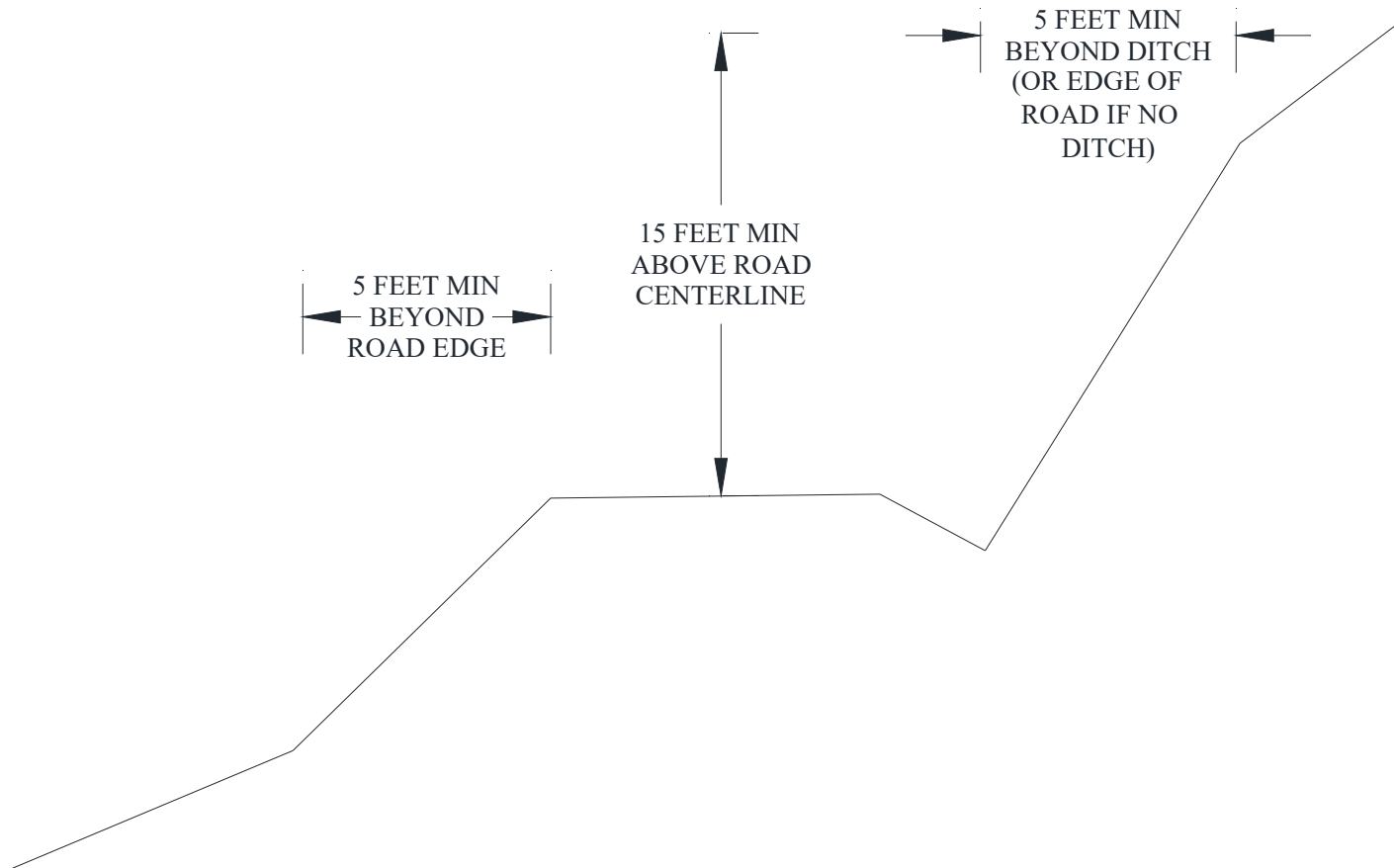


SLASH AND ROOT WADS SHALL BE INCORPORATED IN THE EMBANKMENT SIDE OF THE BARRICADE.

NOTE: EMBANKMENT SIDE OF BARRICADE SHALL BE PLACED ON SIDE VEHICLE TRAFFIC WILL BE COMING FROM.



## 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

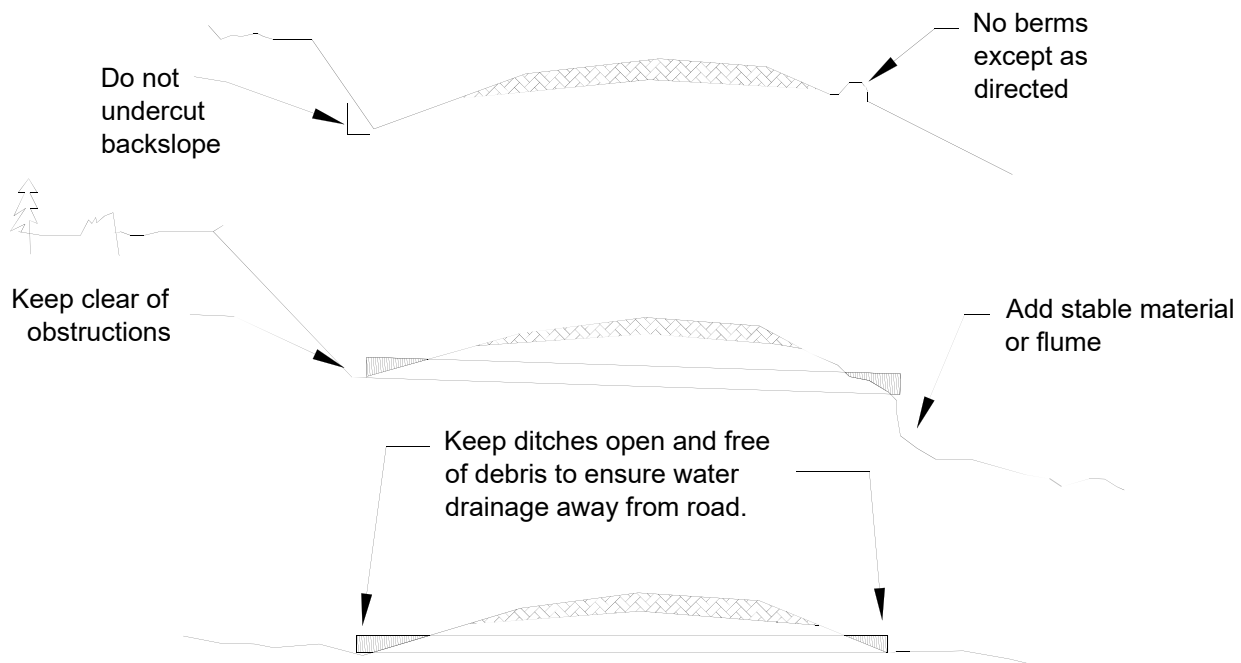
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

### Termination of Use or End of Season

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

### Debris

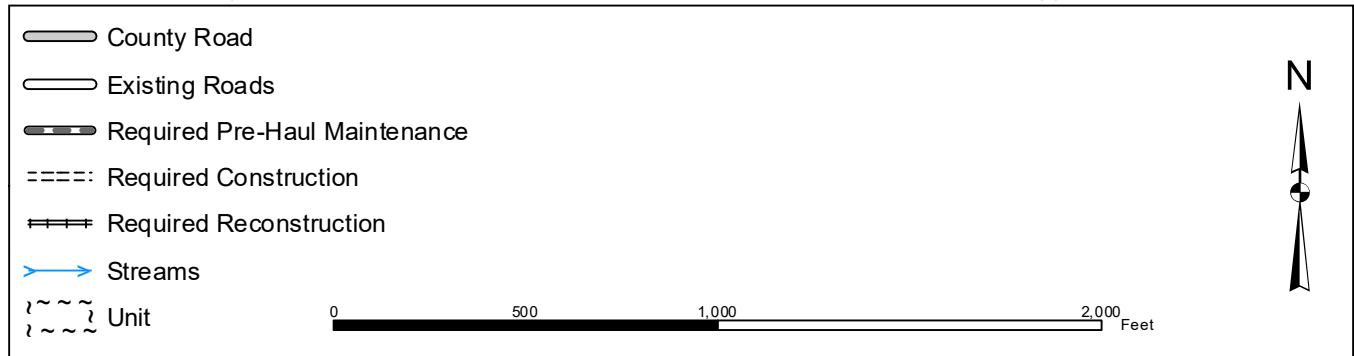
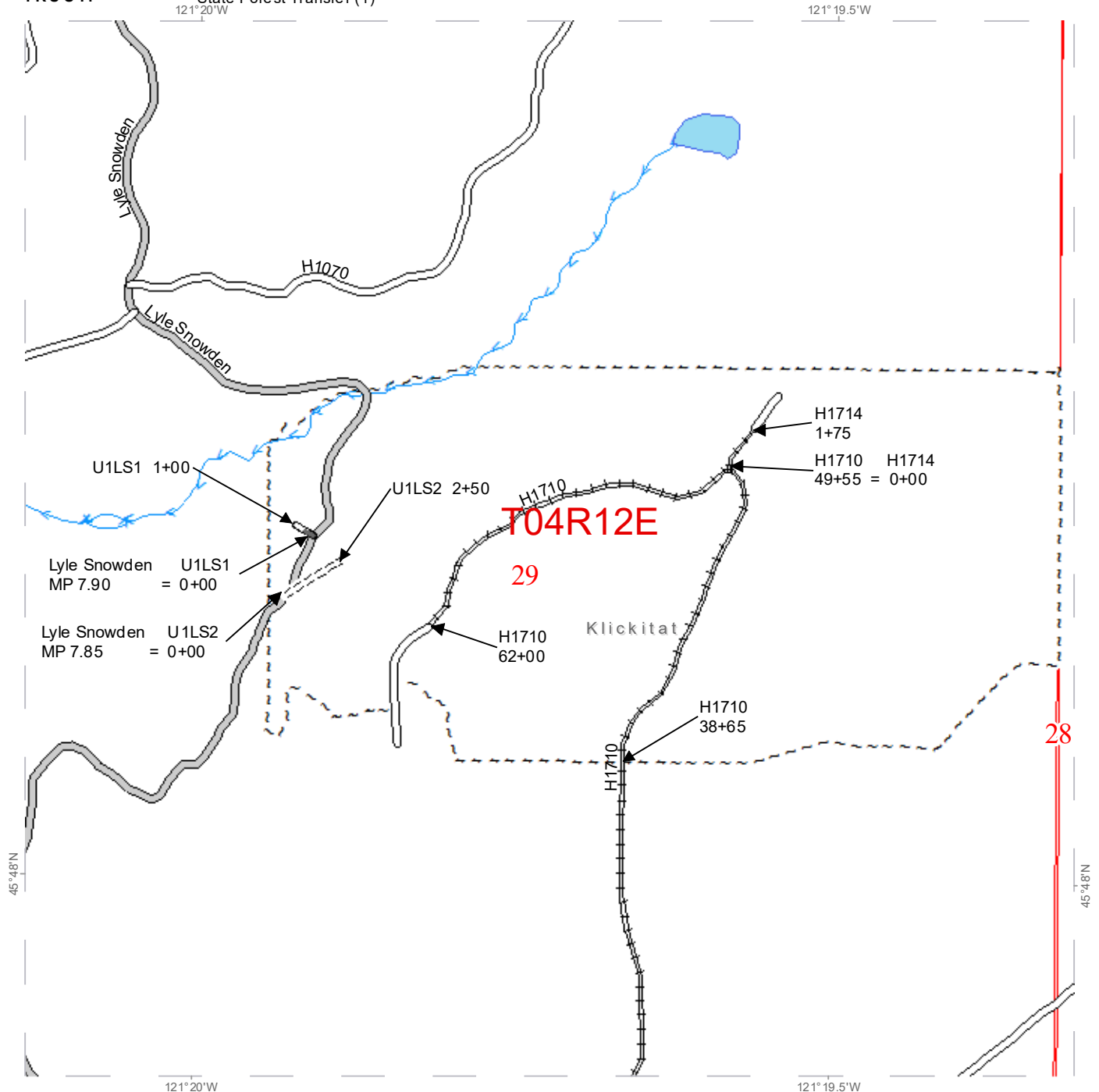
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



# ROAD PLAN MAP 1 OF 4

**SALE NAME:** MINUS 5  
**AGREEMENT #:** 30-103277  
**TOWNSHIP:** T4R12E  
**TRUST:** State Forest Transfer (1)

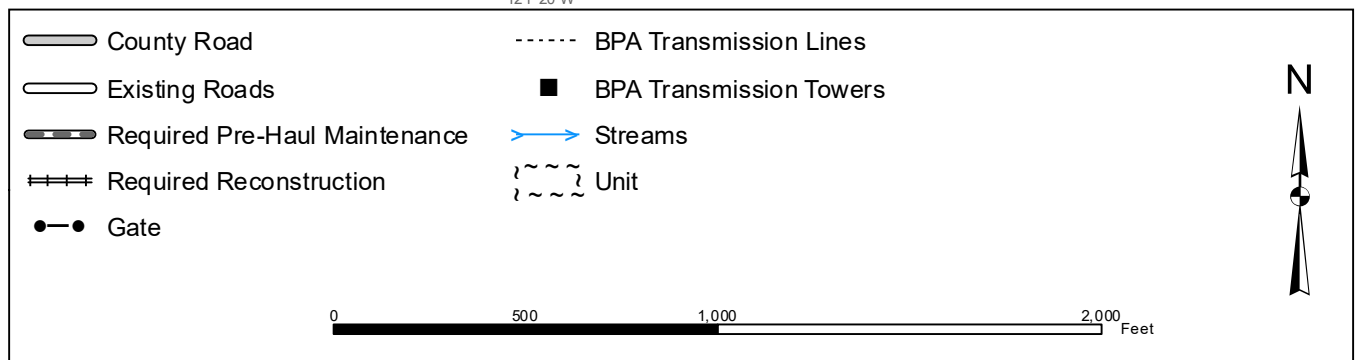
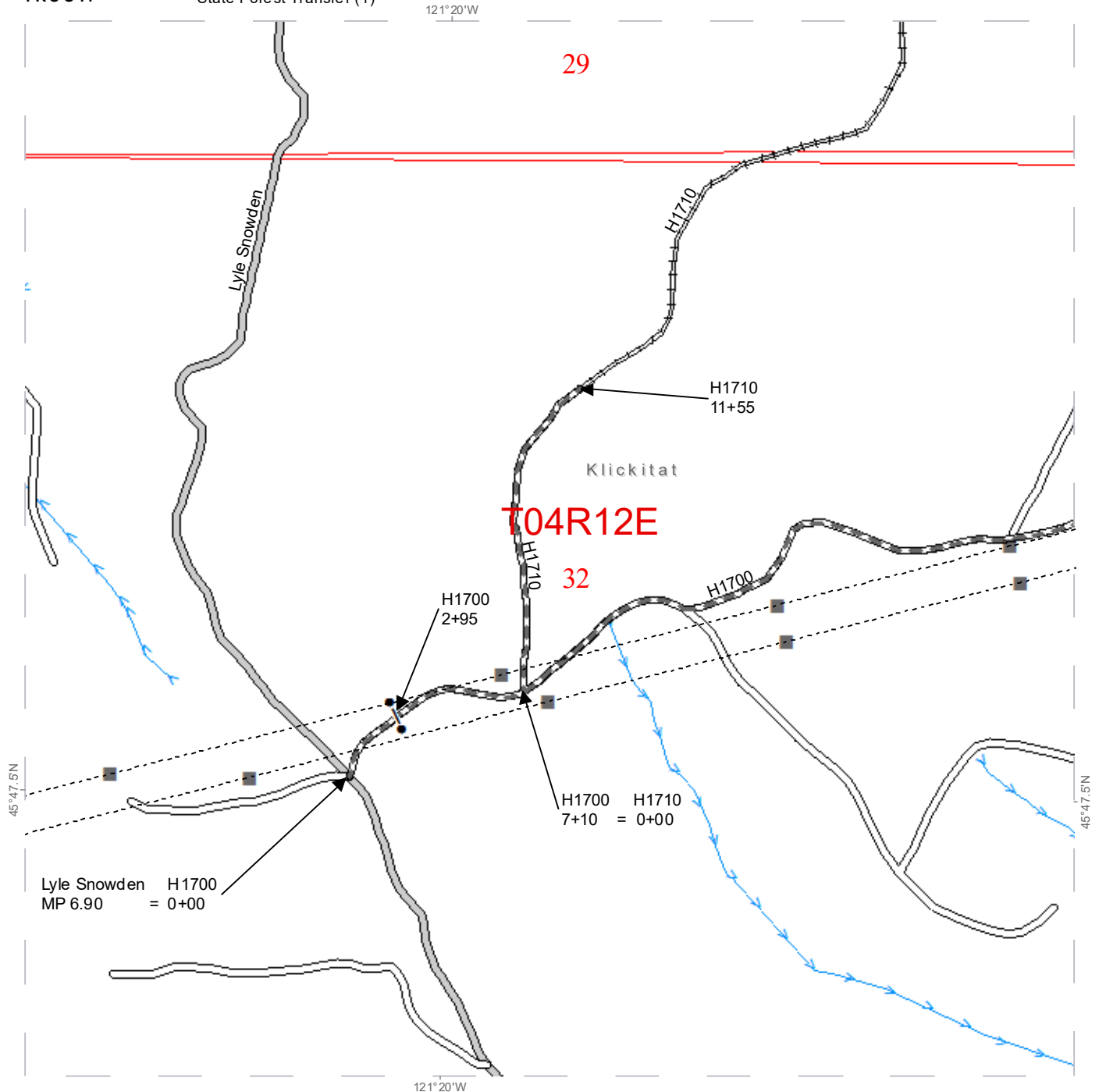
**REGION:** Southeast Region  
**COUNTY:** Klickitat  
**ELEVATION RGE:** 2440-2760



# ROAD PLAN MAP 2 OF 4

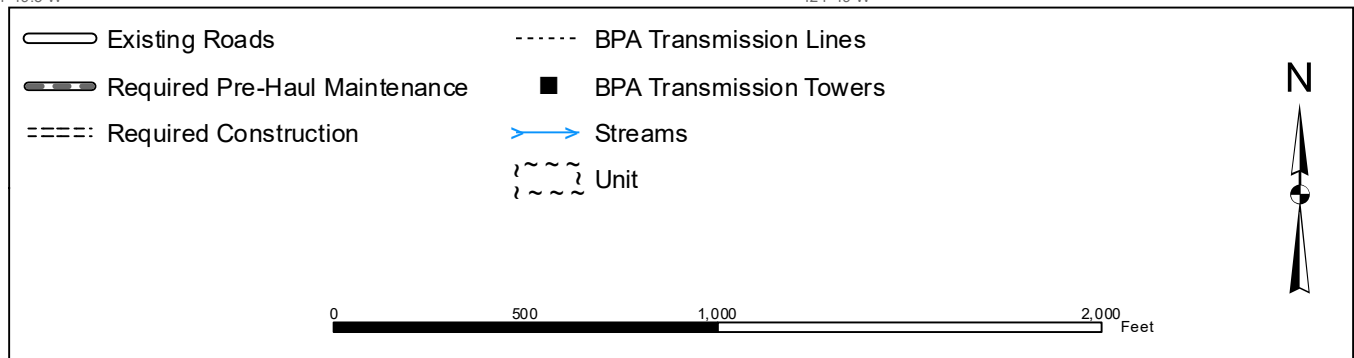
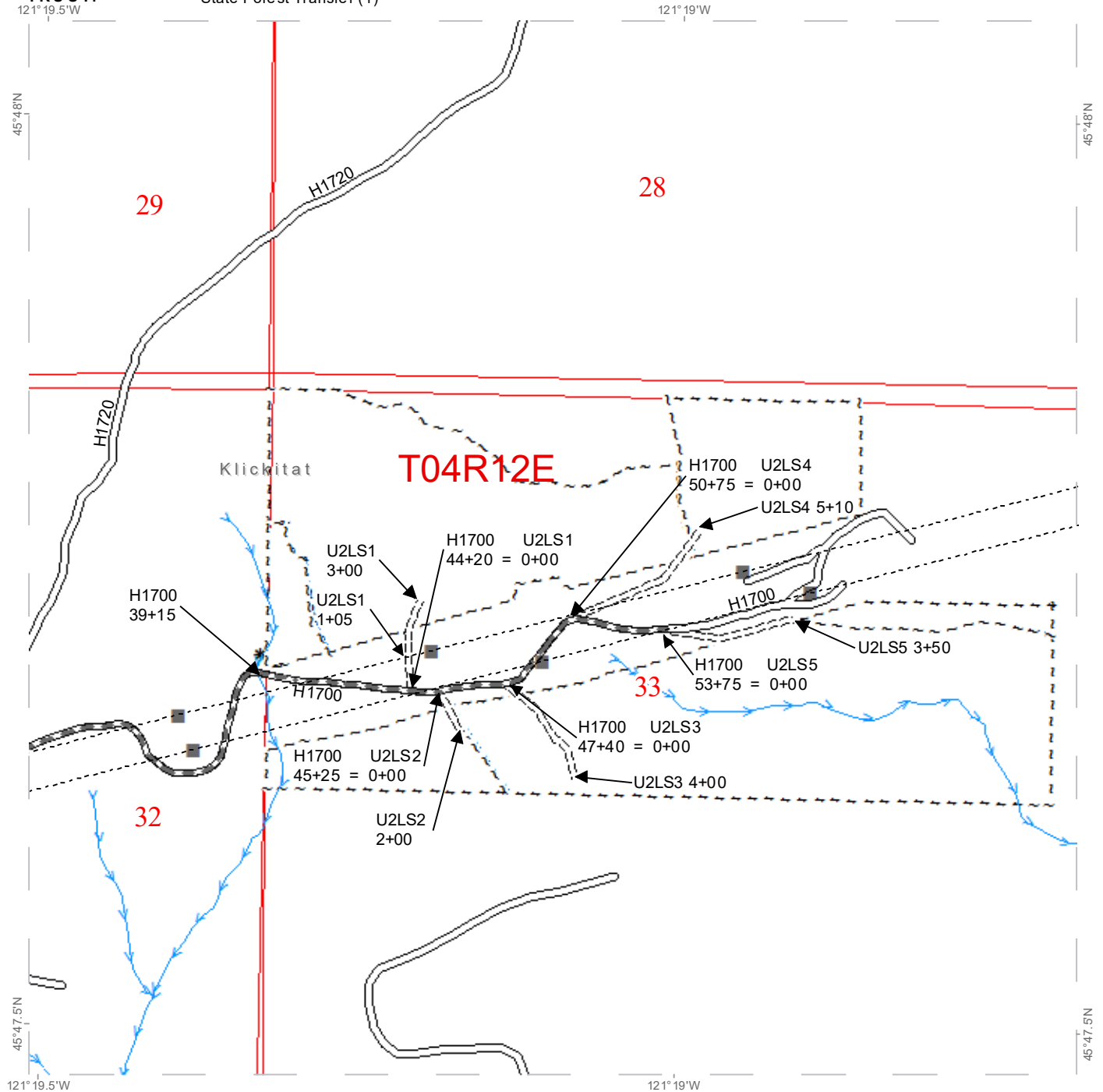
SALE NAME: MINUS 5  
 AGREEMENT #: 30-103277  
 TOWNSHIP: T4R12E  
 TRUST: State Forest Transfer (1)

REGION: Southeast Region  
 COUNTY: Klickitat  
 ELEVATION RGE: 2440-2760



**SALE NAME:** MINUS 5  
**AGREEMENT #:** 30-103277  
**TOWNSHIP:** T4R12E  
**TRUST:** State Forest Transfer (1)

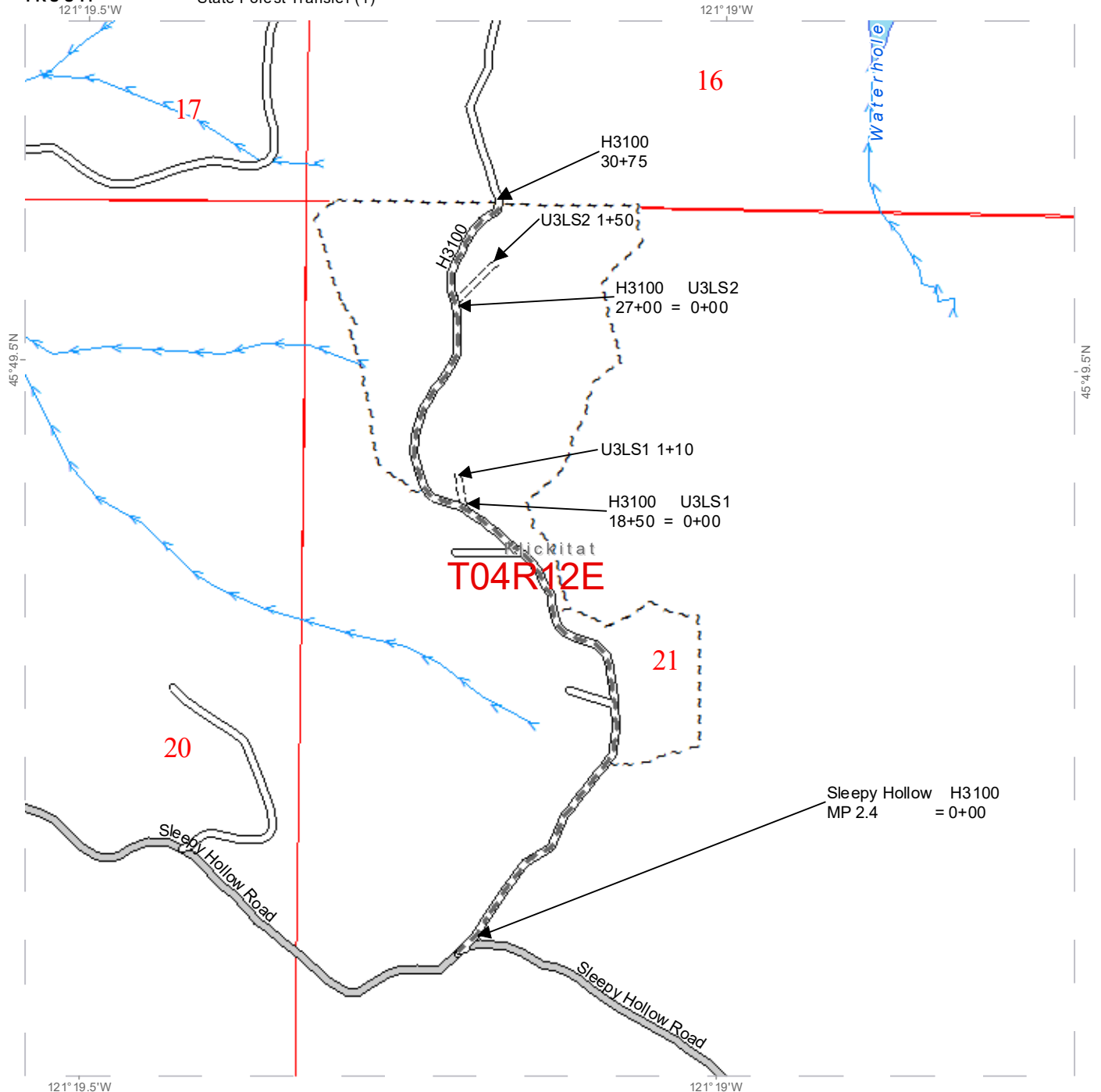
**REGION:** Southeast Region  
**COUNTY:** Klickitat  
**ELEVATION RGE:** 2440-2760



# ROAD PLAN MAP 4 OF 4

**SALE NAME:** MINUS 5  
**AGREEMENT #:** 30-103277  
**TOWNSHIP:** T4R12E  
**TRUST:** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY:** Klickitat  
**ELEVATION RGE:** 2440-2760



- County Road
- Existing Roads
- Required Pre-Haul Maintenance
- Required Construction
- Streams
- Unit

0 500 1,000 2,000 Feet



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

Minus 5  
30-103277  
Sections 21, 29, 33 Township 04 North Range 12 East  
Klickitat  
3,096  
Tuesday, December 6, 2022  
Tara Baker

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	\$310	2	\$620.00
Excavator	\$450	2	\$900.00
Dozer (D5)	\$275	2	\$550.00
Total Post-Haul Mobilization =			<u>\$2,070.00</u>

**Total Mobilization:** **\$4,820.00**

SOUTHEAST REGION - ROAD COST ESTIMATE - RECONSTRUCTION

SALE NAME: Minus 5

CONTRACT NUMBER: 30-103277

I. CLEARING AND GRUBBING:

	Flat Rate -	% Side Slope	MBF/ac	Disposal Factor	Production Factor	Cost/ Station	Width Factor	Total Stations	Sub Total
H1710		10	20.0	1.00	2.00	\$50	1.00	23.35	\$2,335.00
H1710		25	20.0	1.00	2.00	\$50	1.00	27.10	\$2,710.00
H1714		25	30.0	1.00	2.44	\$50	1.00	1.75	\$213.50
Clear and Grub TOTAL =									\$5,258.50

II. EXCAVATION:

Flat Rate -	% Side Slope	Exc. Type Fact.	Production Factor	Cost/ Station	Width Factor	Total Stations	Sub Total
H1710	10	1.0	1.50	\$100	1.00	23.35	\$3,502.50
H1710	25	1.0	2.25	\$100	1.00	27.10	\$6,097.50
H1714	25	1.0	2.25	\$100	1.00	1.75	\$393.75
Excavation TOTAL =							\$9,993.75
SHEET TOTAL =							\$15,252.25

SOUTHEAST REGION - ROAD COST ESTIMATE - CONSTRUCTION

SALE NAME: Minus 5

CONTRACT NUMBER: 30-103277

I. CLEARING AND GRUBBING:

	Flat Rate -	% Side	MBF/ac	Disposal	Production	Cost/	Width	Total	Sub
	Slope	Slope		Factor	Factor	Station	Factor	Stations	Total
U1LS2		30	25.0	1.00	3.72	\$75	1.00	2.50	\$697.50
U2LS1		10	0.0	1.00	1.00	\$75	1.00	3.00	\$225.00
U2LS2		10	0.0	1.00	1.00	\$75	1.00	2.00	\$150.00
U2LS3		10	0.0	1.00	1.00	\$75	1.00	4.00	\$300.00
U2LS4		10	0.0	1.00	1.00	\$75	1.00	5.10	\$382.50
U2LS5		30	0.0	1.00	2.00	\$75	1.00	3.50	\$525.00
U3LS1		10	30.0	1.00	2.44	\$75	1.00	1.10	\$201.30
U3LS2		10	30.0	1.00	2.44	\$75	1.00	1.50	\$274.50
Clear and Grub TOTAL =									\$2,755.80

II. EXCAVATION:

Flat Rate -	% Side Slope	Exc. Type Fact.	Production Factor	Cost/ Station	Width Factor	Total Stations	Sub Total
U1LS2	30	1.0	2.50	\$150	1.00	2.50	\$937.50
U2LS1	10	1.0	1.75	\$150	1.00	3.00	\$787.50
U2LS2	10	1.0	2.00	\$150	1.00	2.00	\$600.00
U2LS3	10	1.0	2.25	\$150	1.00	4.00	\$1,350.00
U2LS4	10	1.0	2.50	\$150	1.00	5.10	\$1,912.50
U2LS5	30	1.0	8.00	\$150	1.00	3.50	\$4,200.00
U3LS1	10	1.0	4.25	\$150	1.00	1.10	\$701.25
U3LS2	10	1.0	5.50	\$150	1.00	1.50	\$1,237.50
Excavation TOTAL =							\$11,726.25
SHEET TOTAL =							\$14,482.05

Minus 5

CONTRACT NUMBER: 30-103277

I. MISC. MAINTENANCE ITEMS:

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
H1700	grading =	\$15.00	53.75	\$806.25

Road TOTAL = \$806.25

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
H1710	mechanical brushing =	\$20.00	11.55	\$231.00
	grading =	\$15.00	11.55	\$173.25

Road TOTAL = \$404.25

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
H3100	grading =	\$15.00	30.75	\$461.25

Road TOTAL = \$461.25

<u>Road</u>		Station	Stations	Total
U1LS1	grading =	\$15.00	1.00	\$15.00

Road TOTAL = \$15.00

III. BALLAST AND SURFACING :

Ballast source Commercial      Staats Pit

Surface source:

Riprap source :

Description	cu.yds/sta x stations =	cubic yards
Ballast (1 1/4"")		0
Ballast (4"")	25	4.40
Riprap		0

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

R.T. Miles =	17.0
Ave. Speed =	15
Delay (Hrs.)=	0.1
Cost / Hour =	\$125.00
CY / Load =	10

Ballast (1 1/4"")	0	Cu. yds @
Ballast (4"")	110	Cu. yds @
Riprap	0	Cu. yds @

\$19.08	/cu. yd =	\$0.00
\$19.08	/cu. yd =	\$2,099.20
\$19.08	/cu. yd =	\$0.00

Rock total = \$2,099.20

SHEET TOTAL = \$3,785.95

SOUTHEAST REGION - ROAD COST ESTIMATE - FINAL MAINTENANCE

SALE NAME: Minus 5

CONTRACT NUMBER: 30-103277

I. MISC. ROAD FINAL MAINTENANCE COSTS:

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
H1700	grade & shape =	\$9.60	53.75	\$516.00
	ditch cleaning =	\$7.20	19.99	\$143.93

	Cost / Item	#	
culvert cleaning =	\$25.00	2	\$50.00

Road Total: \$709.93

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
H1710	grade & shape =	\$15.00	62.00	\$930.00
	ditch cleaning =	\$7.20	23.35	\$168.12

	Cost /Item	#	
drivable waterbar install =	\$20.00	10	\$200.00

Road Total: \$1,298.12

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
H1714	grade & shape =	\$15.00	1.75	\$26.25
	ditch cleaning =	\$7.20	1.75	\$12.60

Road Total: \$38.85

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
H3100	grade & shape =	\$15.00	30.75	\$461.25
	ditch cleaning =	\$7.20	30.75	\$221.40

	Cost / Item	#	
culvert cleaning =	\$25.00	2	\$50.00

Road Total: \$732.65

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U1LS1	grade & shape =	\$15.00	1.00	\$15.00

Road Total: \$15.00

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U2LS1	grade & shape =	\$15.00	3.00	\$45.00
			Road Total:	\$45.00

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U2LS2	grade & shape =	\$15.00	2.00	\$30.00
			Road Total:	\$30.00

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U2LS3	grade & shape =	\$15.00	4.00	\$60.00
			Road Total:	\$60.00

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U2LS4	grade & shape =	\$15.00	5.10	\$76.50
		Cost /Item	#	
	drivable waterbar install =	\$20.00	2	\$40.00
			Road Total:	\$116.50

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U2LS5	grade & shape =	\$15.00	3.50	\$52.50
		Cost /Item	#	
	drivable waterbar install =	\$20.00	2	\$40.00
			Road Total:	\$92.50

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U3LS1	grade & shape =	\$15.00	1.10	\$16.50
			Road Total:	\$16.50

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U3LS2	grade & shape =	\$15.00	1.50	\$22.50
			Road Total:	\$22.50

**SHEET TOTAL = \$3,177.55**

SOUTHEAST REGION - ROAD COST ESTIMATE - CLOSURE

SALE NAME: Minus 5

CONTRACT NUMBER: 30-103277

I. MISC. ROAD FINAL MAINTENANCE COSTS:

<u>Road</u>		Cost/ Station	Total Stations	Sub Total
U1LS2	grade & shape =	\$15.00	2.50	\$37.50
		Cost /Item	#	
	waterbar install =	\$25.00	1	\$25.00
	earthen barricade =	\$100.00	1	\$100.00

Road Total: \$162.50

SHEET TOTAL = \$162.50

SUMMARY - ROAD COST ESTIMATE  
REGION: SOUTHEAST  
DISTRICT: Klickitat

SALE/PROJECT NAME: Minus 5

CONTRACT #: 30-103277

MOBILIZATION:

Pre-haul: \$2,750.00  
Post haul: \$2,070.00

**Total Cost for Mobilization:** \$4,820.00

NEW CONSTRUCTION:

U1LS2      Total Cost = \$1,635.00  
Total Stations = 2.50  
Cost / Station = \$654.00

Total Stations of New Construction: 22.70

**Total Cost for New Construction:** \$14,482.05

U2LS1      Total Cost = \$1,012.50  
Total Stations = 3.00  
Cost / Station = \$337.50

U2LS2      Total Cost = \$750.00  
Total Stations = 2.00  
Cost / Station = \$375.00

U2LS3      Total Cost = \$1,650.00  
Total Stations = 4.00  
Cost / Station = \$412.50

U2LS4      Total Cost = \$2,295.00  
Total Stations = 5.10  
Cost / Station = \$450.00

U2LS5      Total Cost = \$4,725.00  
Total Stations = 3.50  
Cost / Station = \$1,350.00

U3LS1      Total Cost = \$902.55  
Total Stations = 1.10  
Cost / Station = \$820.50

U3LS2      Total Cost = \$1,512.00  
Total Stations = 1.50  
Cost / Station = \$1,008.00

RECONSTRUCTION:

H1710      Total Cost = \$14,645.00  
Total Stations = 50.45  
Cost / Station = \$290.29

Total Stations of Reconstruction: 52.20

**Total Cost for Reconstruction:** \$15,252.25

H1714      Total Cost = \$607.25  
Total Stations = 1.75  
Cost / Station = \$347.00

PRE-HAUL MAINTENANCE:

H1700	Total Cost =	\$2,905.45
	Total Stations =	53.75
	Cost / Station =	\$54.05

Total Stations Pre-Haul Maintenance: 97.05

**Total Cost for Pre-Haul Maintenance: \$3,785.95**

H1710	Total Cost =	\$404.25
	Total Stations =	11.55
	Cost / Station =	\$35.00

H3100	Total Cost =	\$461.25
	Total Stations =	30.75
	Cost / Station =	\$15.00

U1LS1	Total Cost =	\$15.00
	Total Stations =	1.00
	Cost / Station =	\$15.00

FINAL MAINTENANCE:

H1700	Total Cost =	\$709.93
	Total Stations =	53.75
	Cost / Station =	\$13.21

Total Stations for Final Maintenance: 169.45

**Total Cost for Final Maintenance: \$3,177.55**

H1710	Total Cost =	\$1,298.12
	Total Stations =	62.00
	Cost / Station =	\$20.94

H1714	Total Cost =	\$38.85
	Total Stations =	1.75
	Cost / Station =	\$22.20

H3100	Total Cost =	\$732.65
	Total Stations =	30.75
	Cost / Station =	\$0.72

U1LS1	Total Cost =	\$15.00
	Total Stations =	1.00
	Cost / Station =	\$15.00

U2LS1	Total Cost =	\$45.00
	Total Stations =	3.00
	Cost / Station =	\$15.00

U2LS2	Total Cost =	\$30.00
	Total Stations =	2.00
	Cost / Station =	\$15.00

U2LS3	Total Cost =	\$60.00
	Total Stations =	4.00
	Cost / Station =	\$15.00

U2LS4	Total Cost =	\$116.50
	Total Stations =	5.10
	Cost / Station =	\$22.84

U2LS5	Total Cost =	\$92.50
	Total Stations =	3.50
	Cost / Station =	\$26.43

U3LS1	Total Cost =	\$16.50
	Total Stations =	1.10
	Cost / Station =	\$15.00

U3LS2	Total Cost =	\$22.50
	Total Stations =	1.50
	Cost / Station =	\$15.00

CLOSURE:

U1LS2	Total Cost =	\$162.50
	Total Stations =	2.50
	Cost / Station =	\$65.00

Total Stations for CLOSURE: 2.50

**Total Cost for CLOSURE:** \$162.50

OVERHEAD 15% = \$6,252.04

**ROADS SUBTOTAL:** \$41,680.29

**PROFIT & RISK:=** \$6,252.04

**TOTAL (ALL ROADS):** \$47,932.34

**SALE VOLUME MBF:** 3,096

**TOTAL COST PER MBF:** \$15.48

## SUMMARY - Road Development Costs

REGION: Southeast  
DISTRICT: Klickitat

SALE/PROJECT NAME: Minus 5

CONTRACT #: 30-103277

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ROAD NUMBERS:	U1LS2, U2LS1, U2LS2, U2LS3, U2LS4, U2LS5, U3LS1, U3LS2	H1710, H1714	H1700, H1710, H3100, U1LS1
ROAD STANDARD:	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:	22.70	52.20	97.05
CLEARING & GRUBBING:	\$2,755.80	\$5,258.50	
EXCAVATION AND FILL:	\$11,726.25	\$9,993.75	-
MISC. MAINTENANCE:			\$1,686.75
ROAD ROCK:	-		\$2,099.20
STRUCTURES:	-		-
MOBILIZATION:	\$363.04	\$834.84	\$1,552.12
 TOTAL COSTS:	 \$14,845.09	 \$16,087.09	 \$5,338.07
 COST PER STATION:	 \$653.97	 \$308.18	 \$55.00
FINAL MAINTENANCE:		\$3,177.55	
CLOSURE		\$162.50	
POST-HAUL MOBILIZATION		\$2,070.00	
OVERHEAD			\$6,252.04
 <b>TOTAL (All Roads) =</b>			<b>\$47,932.34</b>
<b>SALE VOLUME MBF =</b>			<b>3,096</b>
<b>TOTAL \$/MBF =</b>			<b>\$15.48</b>

Compiled by: Tara Baker

Date: 12/6/2022

LEGAL DESCRIPTION:  
DATE:

Sections 21, 29, 33 Township 04 North Range 12 East  
12/6/2022

ROAD	H1700	H1710	H1714	H3100	U1LS1	U1LS2	U2LS1	U2LS2
PRE-HAUL SUMMARY								
PRE-HAUL MAINTENANCE STA.	53.75	11.55	---	30.75	1.00	---	---	---
CONSTRUCTION STA.	---	---	---	---	---	2.50	3.00	2.00
RECONSTRUCTION STA.		50.45	1.75	---	---	---	---	---
PURCHASER MAINT. STA.	53.75	62.00	1.75	30.75	1.00	2.50	3.00	2.00
OUTSLOPED ROAD STA.	33.76	38.65	---	---	1.00	---	3.00	2.00
CROWNED ROAD STA.	19.99	23.35	1.75	30.75	---	2.50	---	---
ROCK APPLICATION CYD.	110	---	---	---	---	---	---	---
POST HAUL SUMMARY								
CLEAN DITCH	19.99	23.35	1.75	30.75	---	---	---	---
FINAL MAINT STA.	53.75	62.00	1.75	30.75	1.00	---	3.00	2.00
CLOSURE STA.	---	---	---	---	---	2.50	---	---
DRIVABLE WATER BAR INSTALL OR REINSTALL	---	10	---	---	---	1	---	---

LEGAL DESCRIPTION:  
DATE:

SALE/PROJECT NAME: Minus 5  
CONTRACT #: 30-103277

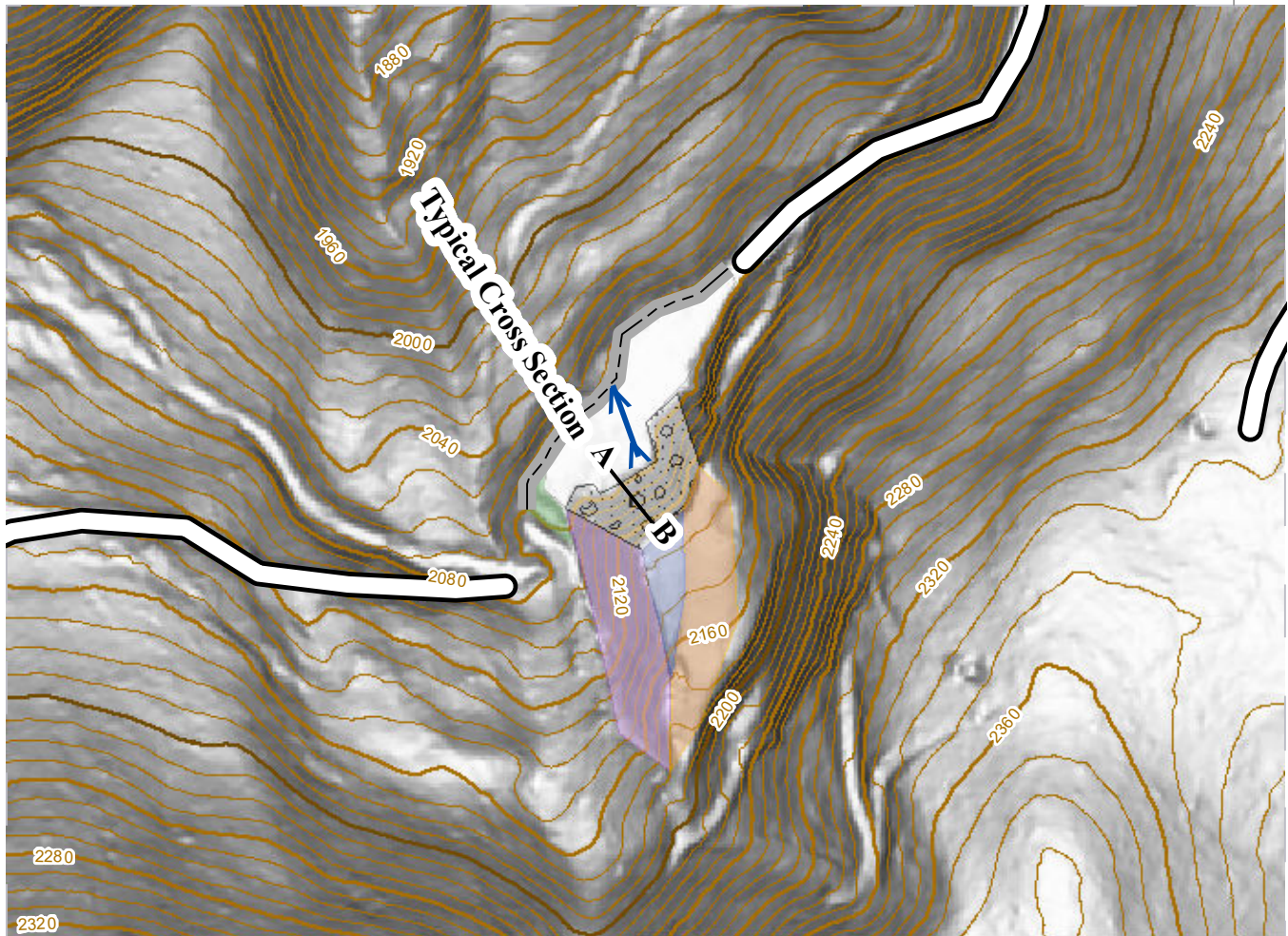
ROAD	U2LS3	U2LS4	U2LS5	U3LS1	U3LS2	TOTAL
PRE-HAUL SUMMARY						
PRE-HAUL MAINTENANCE STA.	---	---	---	---	---	97.05
CONSTRUCTION STA.	4.00	5.10	3.50	1.10	1.50	22.70
RECONSTRUCTION STA.	---	---	---	---	---	52.20
PURCHASER MAINT. STA.	4.00	5.10	3.50	1.10	1.50	171.95
OUTSLOPED ROAD STA.	4.00	5.10	3.50	1.10	1.50	93.61
CROWNED ROAD STA.	---	---	---	---	---	78.34
ROCK APPLICATION CYD.	---	---	---	---	---	110
POST HAUL SUMMARY						
CLEAN DITCH	---	---	---	---	---	75.84
FINAL MAINT STA.	4.00	5.10	3.50	1.10	1.50	169.45
CLOSURE STA.	---	---	---	---	---	2.50
DRIVABLE WATER BAR INSTALL OR REINSTALL	---	2	2	---	---	15

# Staats Pit Site Plan

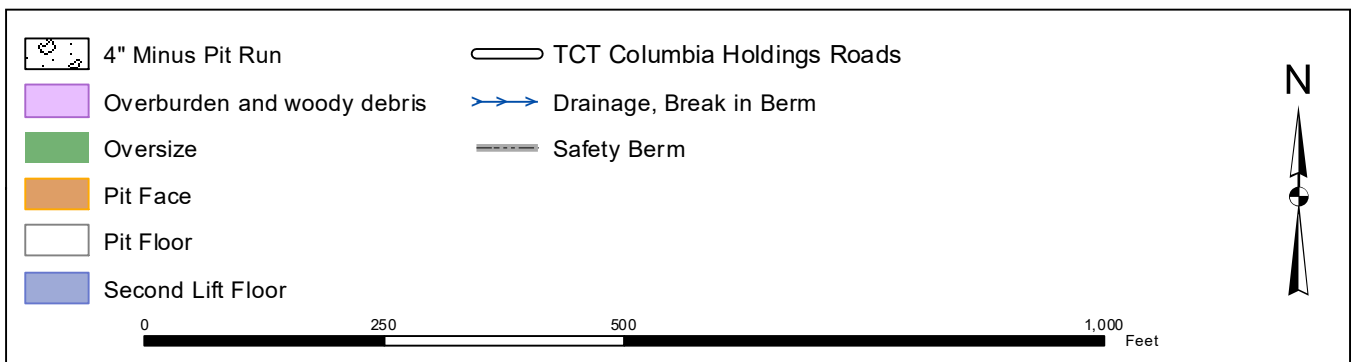
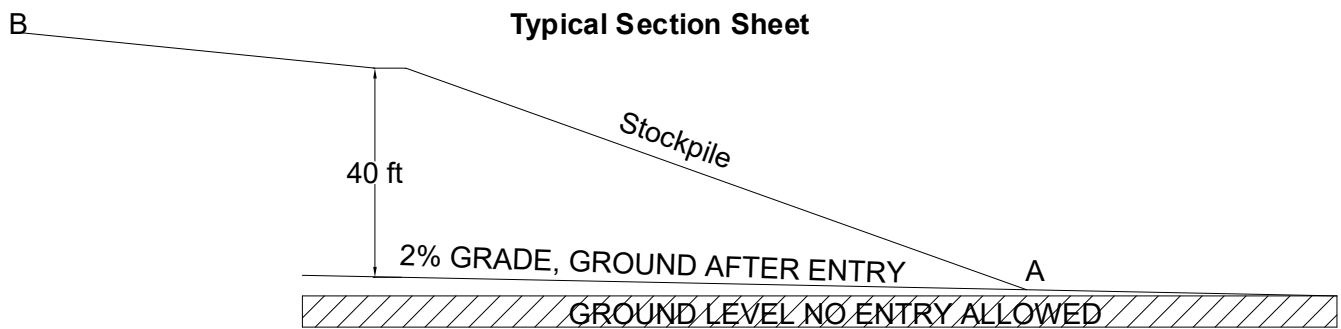
SALE NAME: MINUS 5  
 AGREEMENT #: 30-103277  
 LEGAL DESCRIPTION: SEC 22 T4N R12E

REGION: Southeast Region  
 COUNTY: Klickitat  
 ELEVATION RGE: 2440-2760

121°24.5'W



121°24.5'W

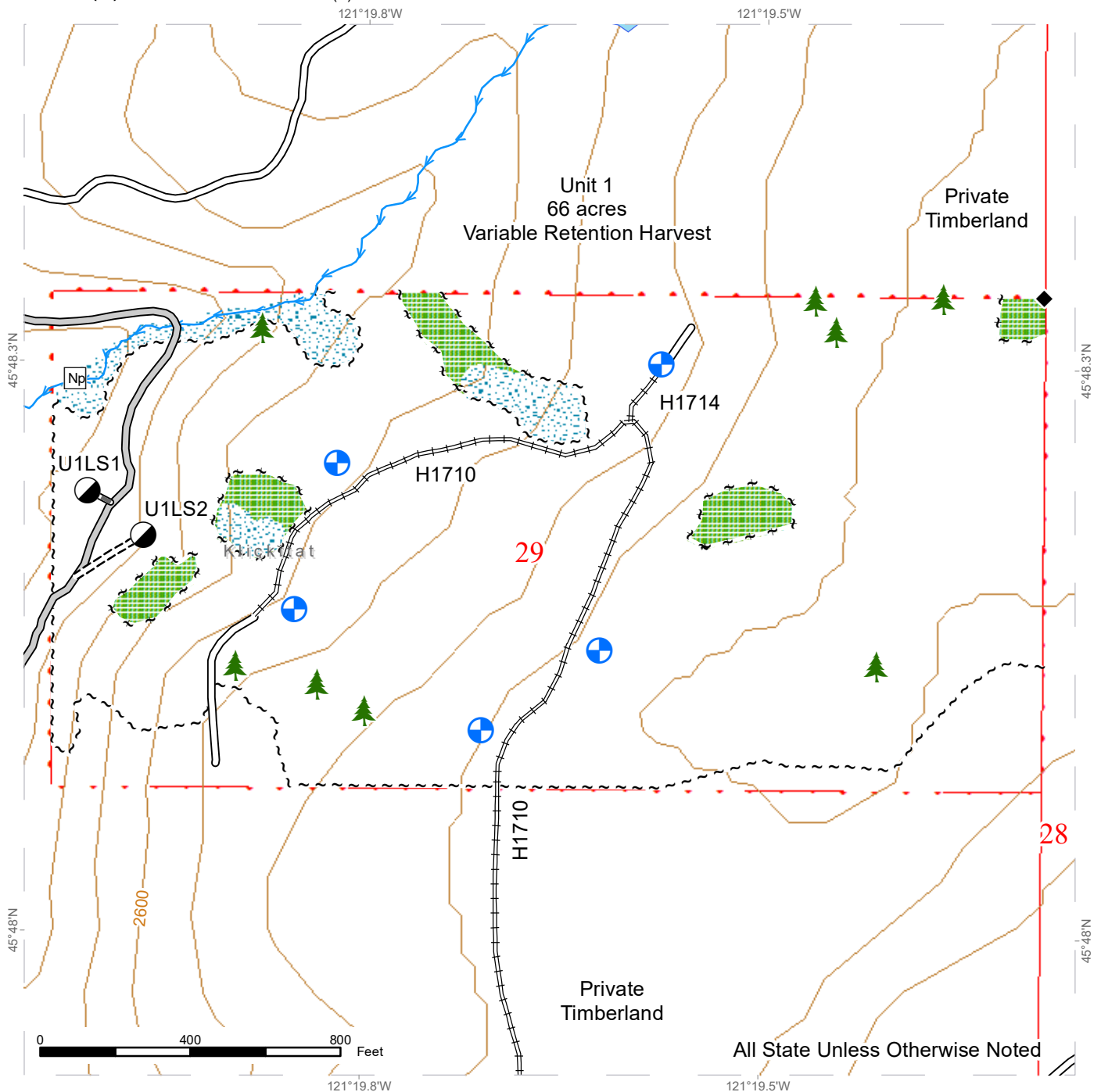


Modification Date: tbak490 12/8/2022

# LOGGING PLAN MAP

**SALE NAME:** MINUS 5  
**AGREEMENT#:** 30-103277  
**TOWNSHIP(S):** T4R12E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY(S):** Klickitat  
**ELEVATION RGE:** 2440' - 2760'

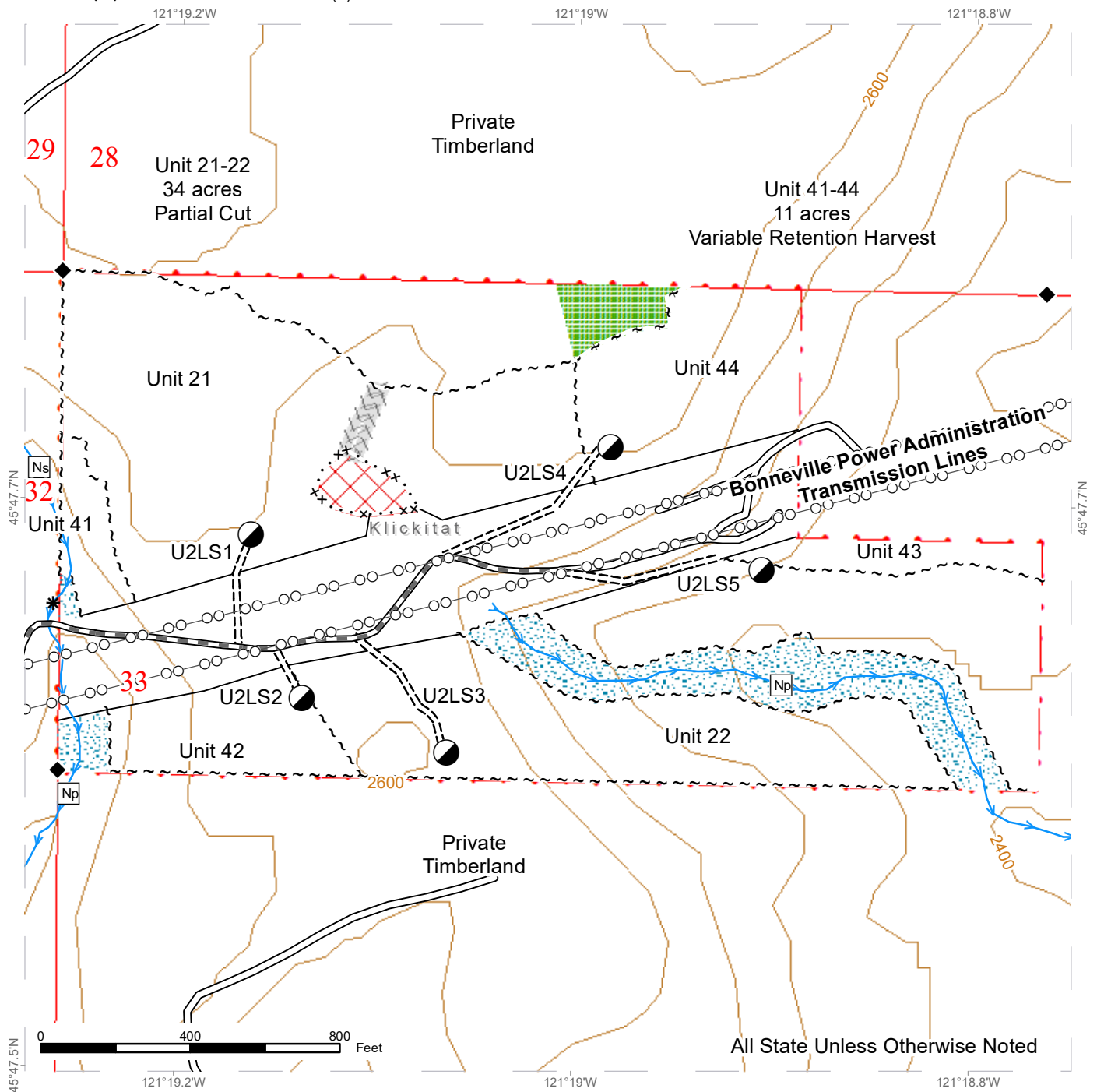


~ ~ ~ Sale Boundary Tags	County Road	Designated Landing
~ ~ Leave Tree Tags	Existing Roads	Landing - Proposed
Leave Tree Area	Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Required Construction	Contours 40-foot
	Required Reconstruction	Survey Monument
	Streams	DNR Managed Lands
	Stream Type	
	Stream Type Break	

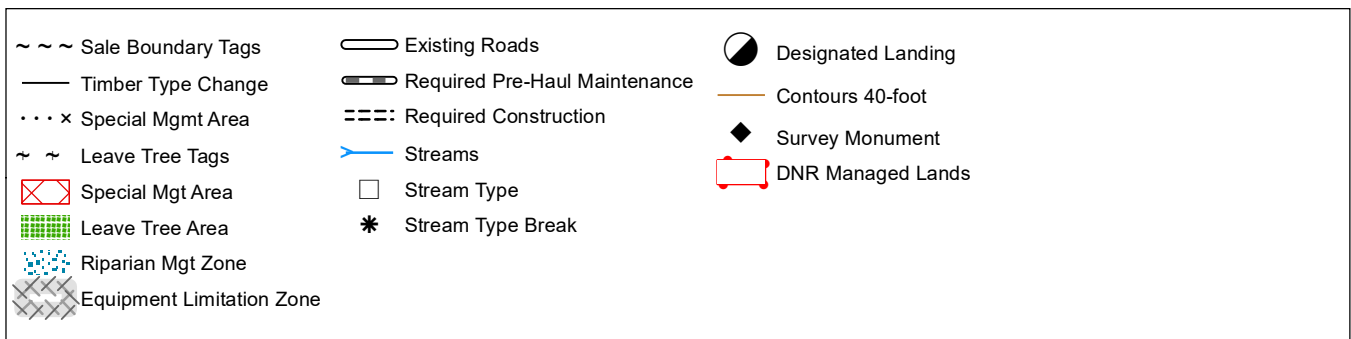
# LOGGING PLAN MAP

**SALE NAME:** MINUS 5  
**AGREEMENT#:** 30-103277  
**TOWNSHIP(S):** T4R12E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY(S):** Klickitat  
**ELEVATION RGE:** 2440' - 2760'



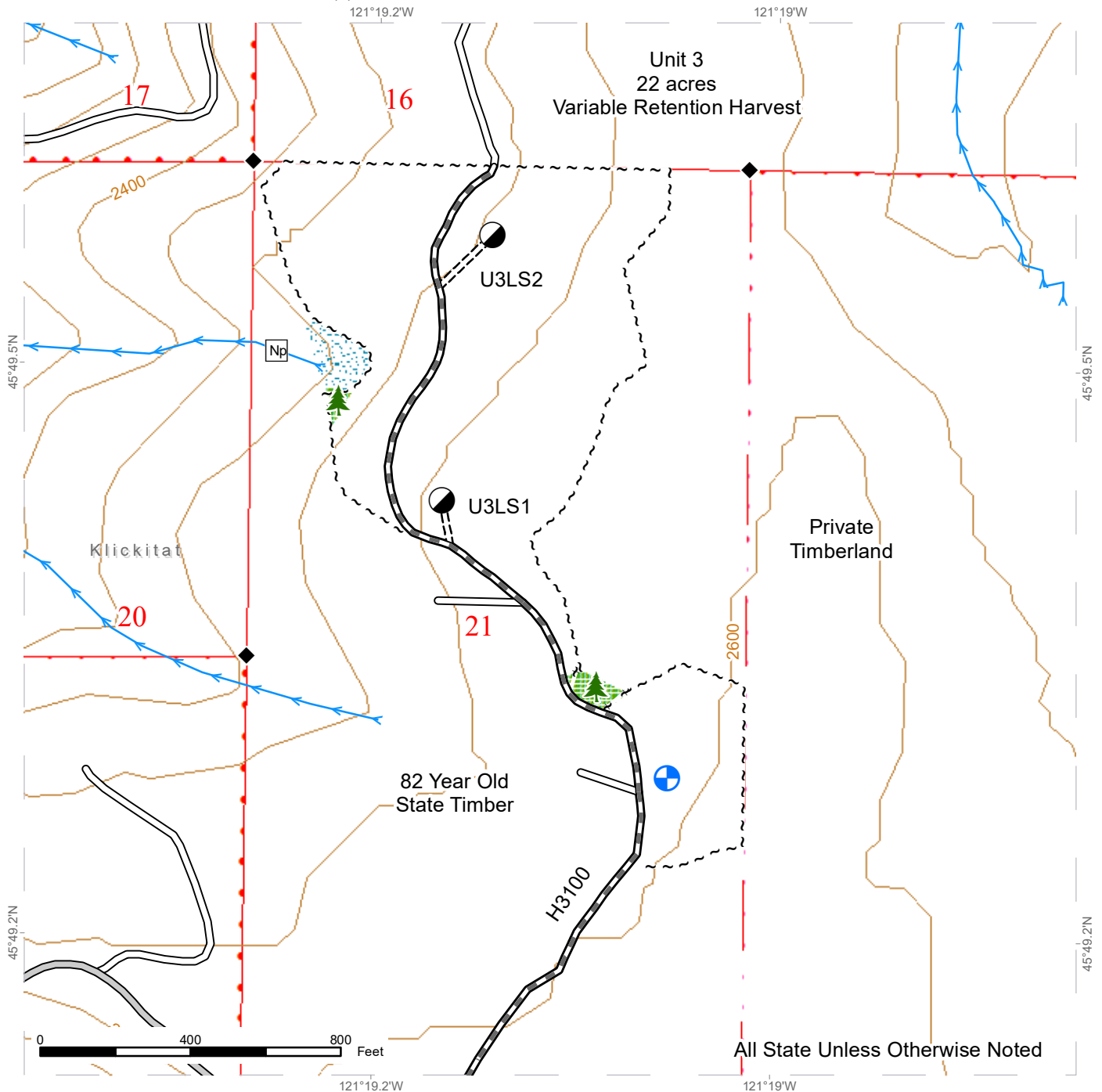
All State Unless Otherwise Noted



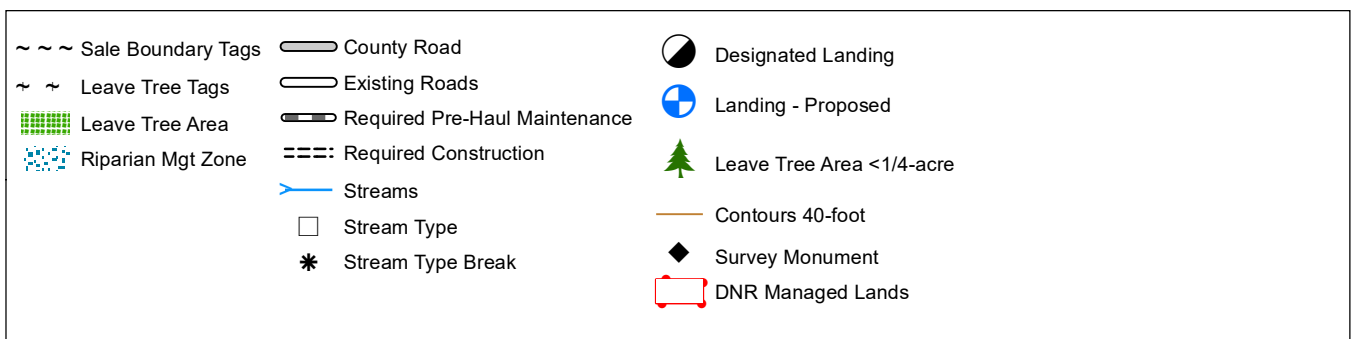
# LOGGING PLAN MAP

**SALE NAME:** MINUS 5  
**AGREEMENT#:** 30-103277  
**TOWNSHIP(S):** T4R12E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Southeast Region  
**COUNTY(S):** Klickitat  
**ELEVATION RGE:** 2440' - 2760'



All State Unless Otherwise Noted



## TWIN CREEKS TIMBER, LLC

### **TEMPORARY ROAD USE AGREEMENT Columbia Basin Management Area**

This TEMPORARY ROAD USE Agreement (the “Permit”) is made by and between TWIN CREEKS TIMBER, LLC, a Delaware limited liability company, by its authorized property manager, Green Diamond Management Company (hereinafter “Owner”) and Washington Department of Natural Resources, hereinafter “Permittee”).

#### **1. GRANT OF PERMISSION AND PERMIT AREA**

In consideration of Permittee’s promises contained in this Permit, Owner hereby grants to Permittee the non-exclusive permission, pursuant to the terms and conditions herein, to make vehicular use of Owner’s roads located in Sections 29 and 32, Township 4 North, Range 12 East, W.M., Klickitat County, State of Washington, as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference (the “Permit Area”). Permittee shall acquaint itself with and confine such vehicular use of Owner’s roads within the Permit Area boundaries, and shall be responsible and liable for any trespass outside such boundaries that occurs as a result of the Activities.

#### **2. PERMITTED USE**

The Permit Area and any existing improvements in the Permit Area may be used by Permittee for the sole purpose of ingress and egress for the purpose of hauling harvested timber thereon (the “Activities”).

Permittee is solely responsible for the cost of the Activities including maintenance and repair of the Permit Area required under this Permit. Unless otherwise authorized herein, before installing new improvements to the Permit Area, Permittee shall obtain Owner’s written approval of a written proposal to install such improvements in the Permit Area. The entry permission herein shall extend only to Permittee, its employees, agents or contractors involved in the Activities (collectively be described herein as “Permittee”).

#### **3. PERMIT TERM**

The term of this Permit shall commence on January 6<sup>th</sup>, 2022 and shall expire on October 15, 2026 unless the Permit is earlier terminated in accordance with the terms hereof.

#### **4. RESERVATION OF RIGHTS**

A. This Permit and Permittee's privileges hereunder are personal and shall not be assigned, in whole or in part, without the express written consent of Owner, which may grant or deny such consent within its sole discretion.

B. Permittee will never assail or resist Owner's title or claim any interest or estate whatever in the Permit Area by virtue of this Permit or the exercise or privileges given hereunder.

C. By acceptance of this Permit, Permittee acknowledges that the Permit Area and Owner's property surrounding the Permit Area are commercial timberland, and Owner manages its property for timber production including, but not limited to, harvesting, slash burning, and herbicide application. Permittee shall exercise its privileges under this Permit so as to avoid any interference with Owner's use of its own property as commercial timberland or with the exercise by other permittees of privileges that Owner may give them in the Permit Area. Permittee further agrees that Permittee will not object to any lawfully conducted timber harvesting, management activities and/or development of property carried out by Owner or its agents, other permittees, lessees, contractors, successors, or assigns.

D. The privileges granted herein to Permittee are given expressly subject to existing encumbrances, regulatory requirements, and other matters of record affecting the privileges in any manner whatsoever. Owner does not warrant that it has authority to permit the Activities on behalf of any third party and Permittee shall secure all other permits, privileges or rights required for the lawful conduct of the Activities. Owner does not warrant title to the Permit Area and shall not be liable for defects thereto or failure thereof.

E. Owner makes no representation as to the present or future conditions of the Permit Area and its fitness for the Activities under this Permit. Permittee accepts this Permit subject to all danger or injury to persons and damages or destruction to property while Permittee is on or about the Permit Area. In this regard, Permittee assumes all risk of injury or death to individuals who are on the Permit Area pursuant to this Permit and all risk of damage to property upon or in proximity to the Permit Area with Permittee's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects in the Permit Area or by the negligence of Owner or any person in the employ or service of Owner.

F. Owner reserves the right to enter and inspect the Permit Area at any time.

G. Permittee acknowledges that its use is not exclusive, and that others are entitled to use the road(s) described hereunder, including use for hauling operations, and that it is responsible for coordination and cooperation with all road users. Permittee agrees to cooperate and coordinate with Owner and Owner's contractors, timber purchasers and other users of Owner's roads in the Permit Area.

H. Owner retains ownership of all merchantable and pre-merchantable timber on the Permit Area.

## **5. CONSIDERATION**

As consideration for the rights granted in this Permit, Permittee agrees to:

Prior to commencement of any hauling activity, a flat fee payment shall be made to the Owner in the amount of:

**Seven Thousand Eight Hundred Dollars: \$7,800.00**

Payment shall be made to:

### **Electronic Payments (Wire or ACH):**

Bank Name:	MUFG Union Bank, N.A.
Bank Address:	400 California Street San Francisco, CA 94104
Bank Routing Number (ABA):	122000496
Swift Code:	BOFCUS33MPK
Beneficiary Account Name:	Series One of Twin Creeks Timber, LLC
Beneficiary Account Number:	0093868800

### **Check Payments:**

Series One of Twin Creeks Timber, LLC  
PO Box 100056  
Atlanta, GA 30348-0056

## **6. CONDITIONS FOR USE OF THE PERMIT AREA**

A. Permittee shall carry on all Activities in the Permit Area in a careful manner and shall comply, at Permittee's expense, with all laws, regulations and permits of any municipal, state, or federal authority that are applicable to Permittee's activities. Permittee shall not perform any disorderly conduct or commit any nuisance on the Permit Area, and shall maintain the Permit Area in an orderly, clean and sanitary manner as required by Owner.

B. Permittee shall keep the Permit Area free from any liens or encumbrances arising out of any work performed by Permittee, materials furnished by Permittee, or

obligations incurred by Permittee. Owner shall have the right to pay and discharge any lien imposed against Owner's property due to Permittee's breach of the aforesaid covenant. Permittee shall reimburse Owner for the amount so paid, including the reasonable expenses of Owner in connection therewith, within thirty (30) days of receiving notice from Owner of any such payment with interest thereon at the rate of seven (7) percent per annum from the date of payment thereof by Owner until the repayment thereof by Permittee. If Owner shall exercise the option to make such payments, it shall not be obligatory on Owner to inquire into the validity of any such lien unless Permittee shall have given notice to Owner that said lien was being challenged and shall have furnished to Owner the bond of a surety company or other security satisfactory to Owner, in an amount satisfactory to Owner, securing Owner against the payment of the lien so contested and against any loss, damage, or penalty arising from Permittee's failure to pay it.

C. Permittee shall promptly report to Owner any violations of any laws, regulations, or permits relating to the Activities of which Permittee has knowledge and shall promptly send to Owner a copy of any notice of violation received by Permittee that relates to the Activities. A copy of all citations or other written documents Permittee receives from any agency shall accompany the notice of violation.

D. Permittee shall take reasonable care to prevent wildfires from igniting on or spreading onto the Permit Area.

F. In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Owner's operations, Owner shall notify Permittee's representative and Permittee shall immediately suspend the Activities.

G. Any labor, equipment, materials and supplies to complete any road maintenance, repair, construction or reconstruction authorized pursuant to this Permit shall be performed and paid for by Permittee. New road construction or reconstruction shall conform to state law, and shall be performed in accordance with any site-specific standards prescribed by Owner. The location and widths of any new roads permitted hereunder shall be added to Exhibit A to this Agreement. Any changes to the location or specifications for any road construction or reconstruction hereunder shall not proceed until approved in writing by Owner.

H. Permittee shall repair any damage to Owner's roads when such damage is caused by Permittee's use of the Permit Area. In the event that Permittee is the primary user of the road(s) Permittee shall maintain the road(s), at its sole cost and expense, on an ongoing basis during all periods of road use, including: periodic spot rocking and grading to prevent damage to subgrades; ditching and culvert maintenance to prevent water damage to the roads and creeks; and maintenance of all erosion control devices in good working order. In the event that both Permittee and Owner are using the road(s) for hauling during the Permit term, then during that period Permittee shall pay to Owner a share of maintenance costs associated with hauling activities, prorated during the time of use in proportion to the use.

I. This Permit does not authorize any hunting or fishing activities.

J. Permittee shall obey all posted traffic and speed regulations on Owner's roads.

K. If any portion of the Permit Area requires access through a locked gate owned or maintained by Owner, Owner shall issue copies of key(s) needed to open gates for the Activities herein. Permittee shall not copy the key(s) provided by Owner unless permitted to do so in writing by Owner. Permittee shall return any key(s) that has been so issued at the termination or expiration of this Permit. Permittee shall pay a fifty dollar (\$50) fee per key for any key(s) that is not so returned. Permittee shall keep gates closed and locked unless otherwise instructed by a Owner representative.

L. Permittee shall not dump, deposit, or place any of the materials being hauled on the Permit Area or any other property of Owner.

M. Permittee shall obtain prior written permission from Owner's authorized representative before gating, obstructing, or storing equipment on the Permit Area, and before causing or allowing any dirt, mud or other materials to be placed on or graded over any roads owned by Owner.

## **7. INDEMNITY**

A. Permittee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Owner and its agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with the occupation or use of the Permit Area by Permittee or anyone else entering the Permit Area at Permittee's direction or invitation, or the failure on the part of Permittee to perform fully its promises contained herein. This indemnity obligation shall apply whether such liability is caused by or contributed to by Owner or any other party indemnified herein, unless caused by the sole active negligence or willful misconduct of Owner.

B. In any and all claims against Owner by any employee of Permittee, any contractor of Permittee, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, Permittee's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for Permittee or any contractor under any industrial insurance act, workers' compensation act, disability benefit act, or other employee benefit act, and Permittee hereby expressly waives any immunity it may have under such acts to the extent necessary or permitted under the law to assure the validity and enforceability by Owner of Permittee's aforesaid indemnification obligation.

## **9. HAZARDOUS MATERIALS**

In the event of a spill or release of Hazardous Materials, Permittee shall promptly comply with all federal, state, and local spill notification and response requirements and shall

notify Owner of the spill event. Permittee shall be responsible for the response and restoration costs of any release of Hazardous Materials in connection with the Permit, and shall indemnify, defend, and hold harmless Owner from any liability arising from claims or damages in connection with such release. "Hazardous Materials" shall mean any pollutant, contaminant, chemical, or hazardous, toxic or dangerous waste, substance, chemical, or material, or any other substance or material regulated or controlled pursuant to any environmental laws now or at any time hereafter in effect.

## **10. INSURANCE**

All liability policies will be purchased at Permittee's expense. Policies of insurance will be issued in a form and by an insurance company with Best's Key Rating Guide of B+ VI (financial class) or better, or as deemed acceptable by Owner and with minimum limits as indicated below:

A. Commercial General Comprehensive Liability/Permittee's Liability insurance with minimum limits of \$500,000 each occurrence; \$500,000 in the aggregate for Bodily Injury, Property Damage, Personal Injury and Advertising Injury, Contractual Liability, Products and Completed Operation. The policy shall provide Cross Liability/Separation of Insureds and Pollution arising out of heat, smoke or fumes from hostile fires. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

B. Business Automobile Liability insurance covering owned, non-owned, hired, leased and other vehicles ("any auto"), with a combined single limit of \$1,000,000 for Bodily Injury, Death and Property Damage per occurrence.

C. The policies specified in 10. A. and 10. B. above shall include an endorsement which shall name Twin Creeks Timber, LLC and Green Diamond Management Company as additional insureds on a primary basis for the duration of the Permit term. The additional insured endorsement must be ISO CG 20 10 10 01 (as amended from time to time or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

D. Permittee shall provide Owner with 30-days written notice prior to cancellation or other material modification in the policy affecting the requirements in this Permit. No such cancellation or modification shall affect Permittee's obligation to maintain the insurance coverage required by this Permit.

E. All liability coverage must be on an "occurrence" basis as opposed to "claims made."

F. Permittee hereby waives any subrogation claim against Owner by its insurers under the policies specified in subsections 10. A. and 10. B. above, for damages arising from any peril insured against under such policies.

G. All insurance shall be in a form sufficient to protect Permittee and Permittee's contractors to the extent they are involved in the Permit and Owner against the claims of third persons, and to cover claims by Owner against Permittee for which the Permittee has assumed liability under this Permit.

H. Prior to the commencement of the Activities, Permittee shall furnish Owner a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Owner and containing a representation that coverage of the types listed above is provided with the required limits. Owner reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificates shall be sent to Attn: Owner at:

VIA EMAIL: [coi@greendiamond.com](mailto:coi@greendiamond.com)

With respect to the requirements under 10. Insurance, Permittee shall be responsible for payment of any and all deductibles or self-insured retentions under its insurance policy.

## **11. TERMINATION**

A. Owner shall have the right to terminate this Permit at any time with 15-days' written notice to Permittee. Such termination may occur even though Permittee may have expended time and money on the Activities.

B. Whether by expiration or earlier termination or surrender of this Permit, Permittee shall, at Permittee's cost, restore the Permit Area to the conditions that existed before the Permit. Permittee shall repair all damage and deterioration of the road or road segments caused by its use, and remove all debris from road surfaces and drainage structures. Permittee shall remove all personal property, fixtures and improvements from the Permit Area, and if Permittee fails to do so, Owner shall have the right to make such removal at Permittee's expense, the amount of which Permittee shall pay to Owner on demand, and if Owner so elects, it shall have the right to take possession of and appropriate to itself without payment therefore any property of Permittee, or anyone claiming under Permittee, then remaining on the Permit Area. This term will not apply to roads or road improvements constructed by Permittee that Permittee and Owner agree, in the Road Construction Standards, or any document altering the road location or specifications approved by Owner, will remain or become permanent.

## **12. NOTICE**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed given and received when personally delivered or three (3) days after deposit in the United States Mail, postage prepaid, Certified or Registered Mail, Return Receipt requested, addressed to Permittee or Owner, as the case may be, to the following address:

If to Permittee:  
Washington Department of Natural  
Resources  
Attn: Larry Leach  
713 E. Bowers Road  
Ellensburg, WA 98926-9301

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Ph: 509-925-8510

If to Owner:  
Green Diamond Management Company  
  
Attn: Jon Cole or Jeremy Grose  
92 Office Road, Suite B  
Underwood, WA 98651

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Ph: 360-427-4041

### **13. INTERPRETATION**

A. This Permit shall be governed by and construed in accordance with the laws of the state where the Permit Area is located, without regard to the conflicts of law principles of such state.

B. A party's waiver of any right hereunder or of any other party's breach or failure to perform shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other party, whether of a similar nature or otherwise.

C. If any term or condition of this Permit is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

D. Terms and conditions of this Permit which, by their sense and context, survive the termination, cancellation, or expiration of this Permit, including, but not limited to, Permittee's obligations under Sections 8, 9, 10 and 14, shall so survive.

E. This Permit constitutes the entire agreement of the parties with respect to the matters described herein and supersedes all prior written or oral negotiations or agreements with respect thereto. Each party to this Permit acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Permit shall be valid or binding. Any modification of this Permit will be effective only if it is in writing signed by both parties, and the amended Permit remains subject to the enforcement provisions of this Permit.

F. This Permit shall bind and inure to the benefit of the successors, personal representatives, and permitted assignees of the respective parties.

G. Each of the parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this transaction. No provision of this Permit shall be construed against one party as the drafter of the Permit for that provision.

### **14. ENFORCEMENT**

A. If an action is instituted to enforce any of the terms, covenants, conditions or agreements contained in this Permit or if an action is commenced because of any breach hereof, then the prevailing party in such action shall be entitled to all of its costs and reasonable attorneys' fees as fixed by the trial and appellate courts in said action.

B. Permittee and Owner hereby expressly and irrevocably waive all right to a trial by jury in any action, proceeding, claim, counterclaim or other litigation arising out of or relating to the Permit or any of the activities or events referenced in this Permit.

## 15. EXECUTION

A. Unless otherwise provided herein, this Permit shall be effective on the last date of execution by the undersigned parties. This Permit shall not be binding upon either Party until approved and signed by each Party.

B. Each of the undersigned represents that they have sufficient authority to execute this binding Permit on behalf of the party they represent.

C. 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.

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

THE TERMS OF THIS PERMIT ARE HEREBY ACCEPTED.

Washington Department of Natural  
Resources

By:  B475E545E91E4B9

Print Name: Larry Leach

Title: State Lands Assistant Manager

Date: 01/06/2023

TWIN CREEKS TIMBER, LLC, Owner  
By Green Diamond Management Company

S/s:  F3E4AD035ED742A...

Print Name: Jon Cole

Title: CBMA Area Manager

Date: 01/05/2023

# **EXHIBIT A** **PERMIT AREA**

## **DNR State Lands** **MINUS 5 Timber Sale - RUP Request**

