

## Washington DNR Timber Sales Program

Updated information is being provided for Carrot Timber Sale  
#30-103584 documents as follows:

### Documents amended:

Brief Description	DATE	Initials
Timber Notice of Sale Notification of current legal appeal.	2/9/24	AM
Timber Sale Contract Clause G-060 - Added notification of current legal appeal.	2/9/24	AM



DEPARTMENT OF NATURAL RESOURCES

PRODUCT SALES & LEASING DIVISION

1111 WASHINGTON STREET SE, MS 47014  
OLYMPIA, WA 98504-7014

360-902-1600

WWW.DNR.WA.GOV

**To: Prospective Purchasers of Carrot Timber Sale**

**Subject: Notice of Legal Appeal**

**Date: February 9, 2024**

This letter is to ensure you are aware that the Legacy Forest Defense Coalition and Thurston County filed a legal appeal on the Carrot Timber Sale and associated environmental review and complaint seeking declaratory judgment. Language about the lawsuit has been added to the Notice of Sale.

The appeal requests:

- an order invalidating the decision to approve the Carrot project for auction,
- an order invalidating the SEPA Determination of Non-Significance as violating SEPA,
- a declaration that the Carrot project could have probable, significant adverse impacts to the environment, necessitating preparation of an Environmental Impact Statement,
- an order requiring DNR to stop all harvest on the Carrot project,
- a declaration that DNR is not acting consistent with DNR's HCP, Policy and Procedures and an order requiring DNR to set aside a minimum of structurally complex forests before considering any structurally complex forests in the South Coast HCP Planning unit for harvest,
- an order requiring mitigation for any and all impacts of the Carrot project if forest practices are carried out prior to the requested relief, and
- other relief requested.

The lawsuit was filed with Thurston County Superior Court as Cause No. 24-2-00508-34.

**Please consult an attorney before bidding on this sale if you have questions about the risk associated with the lawsuit.**

Notice of the appeal will be shared again verbally prior to auction of the sale on February 27<sup>th</sup>.

Please be aware:

- Appellants may request a temporary restraining order or preliminary injunction from the court.
- Your bid on the Carrot sale, and your operations under the contract, will be conducted with the acknowledgment that the court could order DNR to shut down your operations.
- The State is not responsible for legal actions filed by third-parties that may affect the operability of timber sales.
- The purchaser assumes the risk of loss for any costs, damages, or business expectations related to this auction resulting from such legal action.
- The standard 10-day confirmation period applies as with all DNR timber sales.

DNR values our customers and wanted ensure you are informed of the situation prior to auction.



## TIMBER NOTICE OF SALE

**SALE NAME:** CARROT

**AGREEMENT NO:** 30-103584

**AUCTION:** February 27, 2024 starting at 10:00 a.m., **COUNTY:** Thurston  
South Puget Sound Region Office, Enumclaw, WA

**SALE LOCATION:** Sale located approximately 8 miles southwest of Littlerock, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber, except leave trees bounded out by yellow leave tree area tags, snags, down timber existing from the day of sale, and all trees 60 inches or larger measured at diameter at breast height, bounded by the following: white Timber Sale Boundary tags, timber type change marked with pink flagging, and the D-8000 Road in Unit #1; white Timber Sale Boundary tags, timber type change marked with pink flagging, and the E-Line Road in Unit #2; white Timber Sale Boundary tags and timber type change marked with pink flagging in Unit #3;

All timber meeting minimum dimensions as described in clause H-141 bounded by orange right of way tags in Unit #4.

All forest products above located on part(s) of Sections 1, 2, 11 and 12 all in Township 16 North, Range 4 West, Sections 7 all in Township 16 North, Range 3 West, W.M., containing 73 acres, more or less.

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

**ESTIMATED SALE VOLUMES AND QUALITY:**

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	26.2	8	3,241			55	186		2,635	252	84	29
Red alder	13.8		103						11	26	62	4
Hemlock	18.3		92						67	11	11	3
Redcedar	16.7		36							29	7	
Maple	15.6		7								7	
Sale Total			3,479									

**MINIMUM BID:** \$1,431,000.00

**BID METHOD:** Sealed Bids

**PERFORMANCE  
SECURITY:**

\$100,000.00

**SALE TYPE:** Lump Sum

**EXPIRATION DATE:** October 31, 2026

**ALLOCATION:** Export Restricted

**BID DEPOSIT:** \$143,100.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Harvesting activities are estimated to be 33 percent cable and 67 percent ground based harvest. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 65 percent or less, all other ground based equipment limited to tracked equipment on sustained slopes of 45 percent or less, except rubber tired skidders on a pre-approved skid trail in Unit #2 only per clause H-



## TIMBER NOTICE OF SALE

140. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.

Falling and Yarding will not be permitted on weekends or State recognized holidays in all units, unless authorized in writing by the Contract Administrator. In addition, yarding with rubber tired skidders will not be permitted in Unit #2 from November 1 to April 30, unless authorized in writing by the Contract Administrator.

### **ROADS:**

36.02 stations of optional construction. 3.00 stations of optional reconstruction. 213.24 stations of required prehaul maintenance. 24.02 stations of abandonment, if constructed. 3.00 stations of abandonment, if reconstructed. Purchaser maintenance on the D-0351, D-8000, D-8004, D-8004-EXT, D-8600, D-8620, E-6030, E-6030-1, E-6030-EXT, and E-6750 roads. Designated maintenance on all other roads used.

Rock for this proposal may be obtained from the State owned Scott Paper Quarry, and from the existing stockpile at the Scott Paper Quarry per Road Plan clause 6-3, at no cost to the Purchaser or any commercial rock source at the Purchaser's expense.

The operation of road construction equipment will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authority to do so is granted, in writing, by the Contract Administrator. If permission is granted to operate from November 1 to April 30, a maintenance plan may be required per Road Plan clause 1-26.

The hauling of forest products will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authorized in writing by the Contract Administrator. If permission is granted to operate from November 1 to April 30, preventative measures may be required to protect water, soil, roads, and other forest assets.

### **ACREAGE DETERMINATION**

**CRUISE METHOD:** Acreage was determined by traversing boundaries by GPS in all units. GPS data files are available at DNR's website for timber sale auction packets. See cruise narrative for cruise method.

**FEES:** \$59,143.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:** The Legacy Forest Defense Coalition and Thurston County appealed the Board's approval of the "Carrot" timber sale to Thurston County Superior Court, Cause No. 24-2-00508-34. Please consult an attorney before bidding on this sale if you have questions about the risk of impacts to operability under the contract.

This sale contains high quality Douglas-fir and transmission quality poles in Units #1-#3, with the highest concentration of poles in Unit #1.

While Units #2 and #3 contain areas with steep slopes, road and landing locations are designed to facilitate efficient ground-based logging. See also clause H-140 l.

Within Units #1-#3 are remnant blue painted bands from prior operations. Trees with blue painted bands are take trees, unless located within tagged leave tree area clumps. All individual leave trees are marked with yellow Leave Tree Area tags with pink flagging.





## TIMBER NOTICE OF SALE

Purchaser shall remove from daylighting Unit #4 all forest products as specified in clause H-141.

Within Units #1-#4, Purchaser shall cut all hardwood stems 6 feet tall and greater, leaving a stump no more than 12 inches in height.

Extreme hazard abatement is required within 200 feet of Cedar Creek Corrections Center storage structure located adjacent to Unit #4 ROW on the D-8600 Road, just past the D-8000 Road. Purchaser shall provide a slash disposal plan for hazard abatement, per contract clause S-020.

Facility equipment and materials belonging to Cedar Creek Camp are stored just within the edge of the ROW boundary at the intersection of the D-8600 and D-8000 in front of the aforementioned storage structures. Contract Administrator will ensure Camp removes these materials prior to operations beginning.

Purchaser is required to notify Department of Corrections prior to any road work beginning on the D-8000 and D-8600 roads due to the proximity to utilities. See the Road Plan for details.

Per clause H-140, Purchaser shall create a safety plan and coordinate with other active timber sales using the D-Line prior to any operations or closures affecting the D-Line.

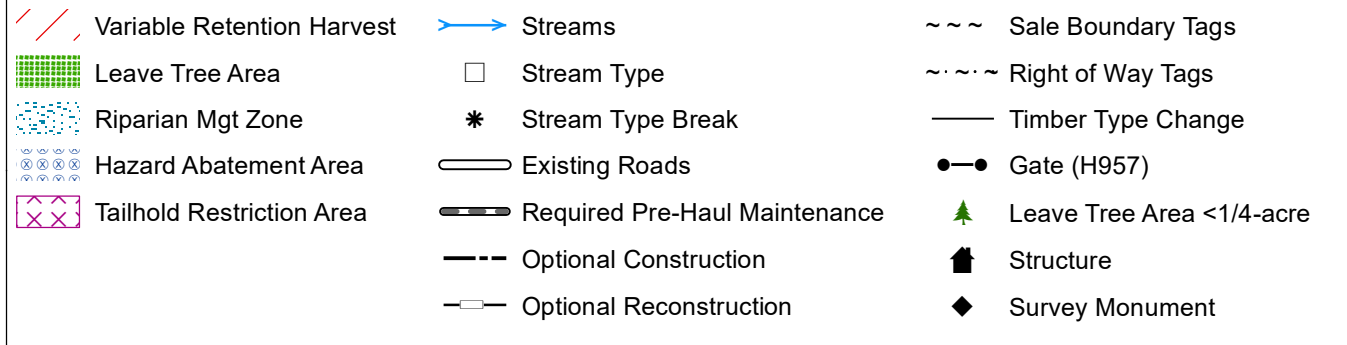
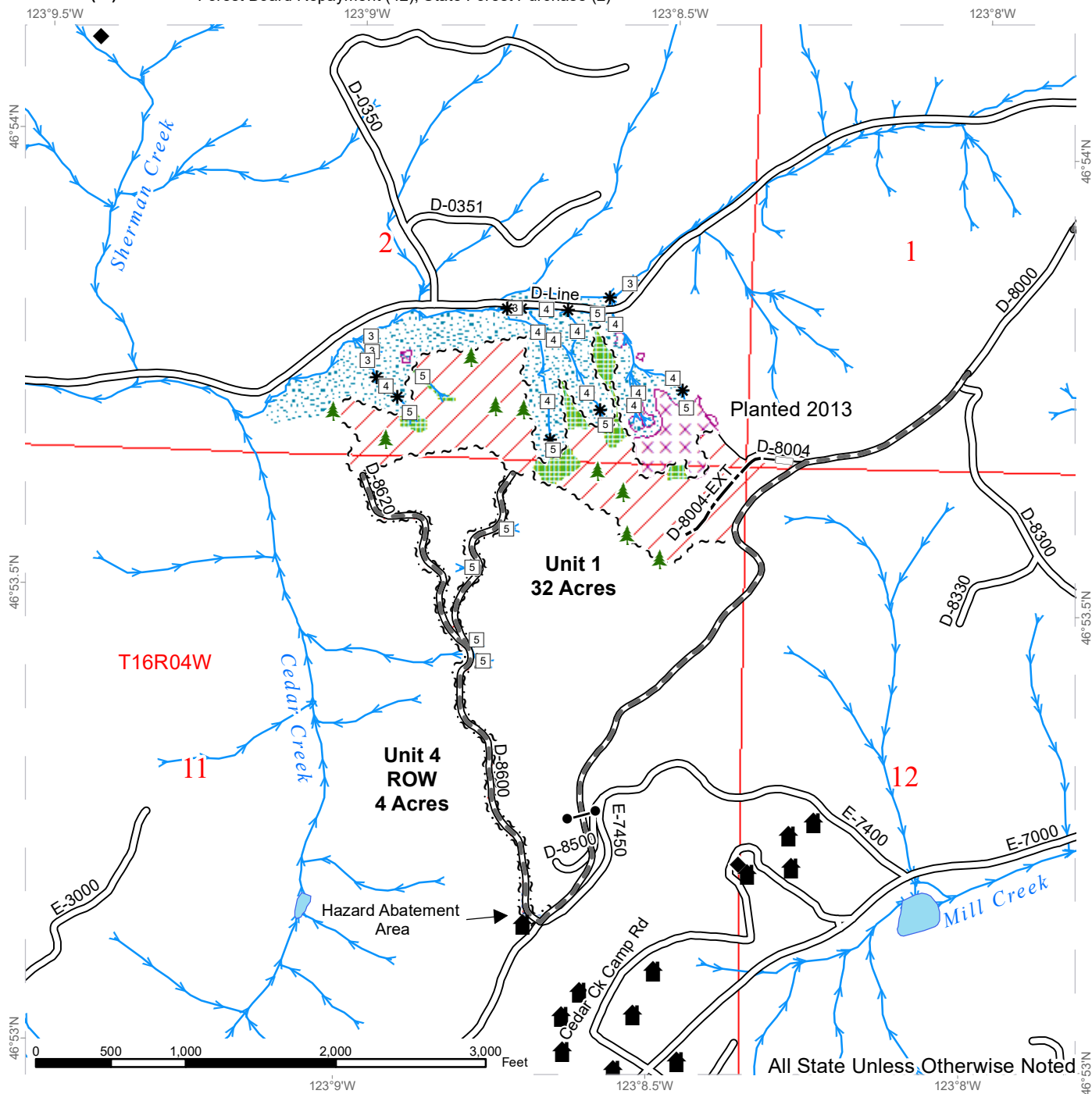
Note to cruisers and appraisers: Please refrain from leaving pink, orange or blue flagging from your cruises in or around the sale area to avoid confusion with DNR's marking. Additionally, for the safety of the public, please remove from roads and trails all string from string boxes used during appraising or cruising this sale.

See map for gate locations. Gate keys may be obtained by contacting the South Puget Sound Region office at (360) 825-1631 or by contacting Derwood Duncan at (360) 280-3113.

# TIMBER SALE MAP

**SALE NAME:** CARROT  
**AGREEMENT #:** 30-103584  
**TOWNSHIP(S):** T16R4W, T16R3W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

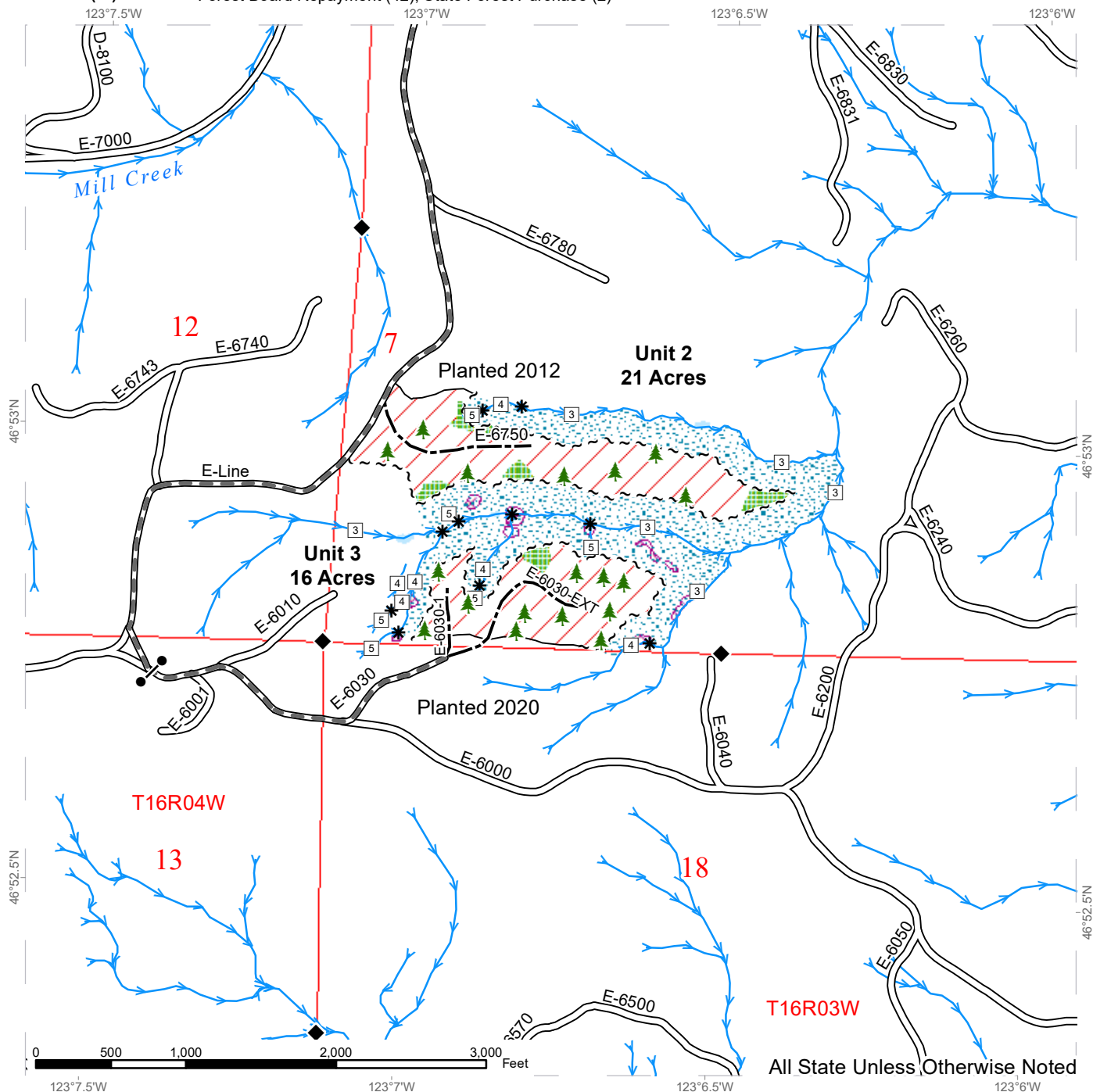
**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200



# TIMBER SALE MAP

**SALE NAME:** CARROT  
**AGREEMENT #:** 30-103584  
**TOWNSHIP(S):** T16R4W, T16R3W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200

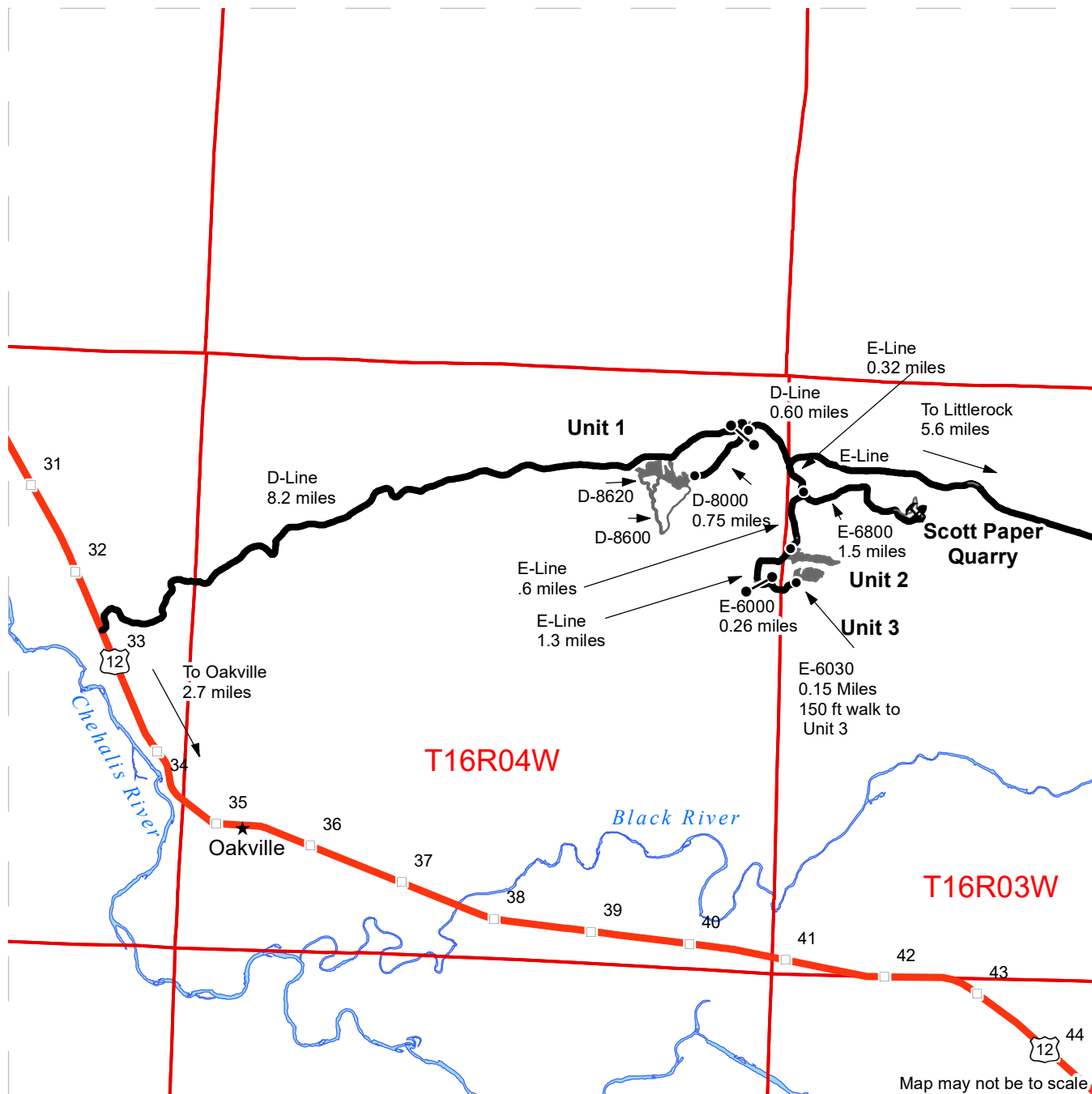


- |                            |                               |                           |
|----------------------------|-------------------------------|---------------------------|
| Variable Retention Harvest | Streams                       | Sale Boundary Tags        |
| Leave Tree Area            | Stream Type                   | Timber Type Change        |
| Riparian Mgt Zone          | Stream Type Break             | Gate (H957)               |
| Forested Wetland           | Existing Roads                | Leave Tree Area <1/4-acre |
| Tailhold Restriction Area  | Required Pre-Haul Maintenance | Survey Monument           |
|                            | Optional Construction         |                           |

# DRIVING MAP

**SALE NAME:** CARROT  
**AGREEMENT#:** 30-108534  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200



**Legend:**

- Timber Sale Unit
- Haul Route
- Other Road
- Milepost Markers
- Highway
- Distance Indicator
- Gate (H-957)
- Rock Pit

## DRIVING DIRECTIONS:

From US-12: Turn east onto the D-Line for 8.2 miles.  
 To Unit 1 turn right onto the D-8000 for 0.75 miles.  
 To the Scott Paper Quarry from the junction of the D-Line and the D-8000  
 Continue on the D-Line for 0.60 miles, go south on the E-Line for 0.32 miles,  
 then turn left onto the E-6800 for 1.5 miles.  
 To Unit 2 from the junction of the E-line and the E-6800, continue on the E-Line for 0.6 miles.  
 To Unit 3 from the junction of the E-Line and the E-6800, continue on the E-Line for 1.3 miles,  
 turn left onto E-6000 for 0.26 miles, turn left onto the E-6030 for 0.15 miles.  
 Walk approximately 150 feet from the end of the E-6030 to Unit 3.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-103584**

**SALE NAME: CARROT**

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL  
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY  
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

Bill of Sale and Contract for Forest Products: Contract between the Purchaser and the State, which sets forth the procedures and obligations of the Purchaser in exchange for the right to remove forest products from the sale area. The Bill of Sale and Contract for Forest Products may include a Road Plan for any road construction or reconstruction, where applicable.

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser are met.

Forest Product: Any material derived from the forest for commercial use.

Purchaser: The company or individual that has entered into a Bill of Sale and Contract for Forest Products with the State for the right to harvest and remove forest products from the timber sale area.

Road Construction: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

State: The Washington State Department of Natural Resources, landowner and seller of Forest Products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

Subcontractor: Individual or company employed by the Purchaser to perform a portion or all of the services required by The Bill of Sale and Contract for Forest Products. The Purchaser is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on February 27, 2024 and the sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except leave trees bounded out by yellow leave tree area tags, snags, down timber existing from the day of sale, and all trees 60 inches or larger measured at diameter at breast height, bounded by the following: white Timber Sale Boundary tags, timber type change marked with pink flagging, and the D-8000 Road in Unit #1; white Timber Sale Boundary tags, timber type change marked with pink flagging, and the E-Line Road in Unit #2; white Timber Sale Boundary tags and timber type change marked with pink flagging in Unit #3;

All timber meeting minimum dimensions as described in clause H-141 bounded by orange right of way tags in Unit #4.

All forest products described above located on approximately 73 acres on part(s) of Sections 1, 2, 11, and 12 all in Township 16 North, Range 4 West, Section 7 in Township 16 North, Range 3 West W.M. in Thurston County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value

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

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$1,065.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- 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.

The Legacy Forest Defense Coalition and Thurston County appealed the Board's approval of the "Carrot" timber sale to Thurston County Superior Court, Cause No. 24-2-00508-34. Please consult an attorney before bidding on this sale if you have questions about the risk of impacts to operability under the contract.

**G-061 Inadvertent Discovery of Cultural Resources**

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

**G-062 Habitat Conservation Plan**

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

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

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

**G-063 Incidental Take Permit Notification Requirements**

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

authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

removing timber. A reduction in total contract price terminates all of the Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

**G-070 Limitation on Damage**

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

**G-080 Scope of State Advice**

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

**G-091 Sale Area Adjustment**

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

**G-101 Forest Products Not Designated**

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

The pricing schedule has not been set for the sale.

**G-106 Adding Naturally Damaged Forest Products**

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

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

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

#### G-140 Indemnity

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

#### G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**G-160 Agents**

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

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

**G-170 Assignment and Delegation**

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

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200 Notice**

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

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

**G-280 Operating Release**

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

**G-310 Road Use Authorization**

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; the D-line, D-Line-Y, D-0350, D-0351, D-8000, D-8004, D-8004-EXT, D-8300, D-8600, D-8620, E-Line, E-line Tie, E-6000, E-6030, E-6030-1, E-6030-EXT, E-6750, E-6800, and E-6800-1 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

**G-330 Pre-work Conference**

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

**G-340 Preservation of Markers**

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

**G-360 Road Use Reservation**

The State shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on State lands by Purchaser under this contract. The State may extend such rights to others. If the State grants such rights to others, the State shall require performance or payment, as directed by the State, for their proportionate share of maintenance based on their use.

**G-370 Blocking Roads**

Purchaser shall not block the D-line, D-0350, D-0351, D-line-Y, E-line, E-line Tie, D-8000, E-6000, E-6800, or E-6800-1 roads, 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:

Easement #55-000753 entered into between the State and Mason County Logging Company, dated April 13, 1942.

**G-396 Public Hauling Permit**

The hauling of forest products, rock or equipment may require a state, county, or city hauling permit. Purchaser is responsible for obtaining any necessary permit and any costs associated with extra maintenance or repair levied by the permitting agency. Purchaser must provide the Contract Administrator with a copy of the executed permit.

**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:

Lease, including the terms and provisions thereof,

For: Minor Forest Products

In Favor of: DNR – South Puget Sound Region

Disclosed by Application No.: 35-SPSTC01

Granted: 1/1/2015

Expires: Indef.

Lease, including the terms and provisions thereof,

For: Land Use License

In Favor of: West Consultants Inc

Disclosed by Application No.: 60-WS1173

Granted: 6/1/2021

Expires: 12/31/2026

**Section P: Payments and Securities****P-011 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in Clause P-020, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full

payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$90,454.00. The total contract price consists of a \$0.00 contract bid price plus \$90,454.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the

performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-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-017 Preventing Excessive Soil Disturbance

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

## H-035 Fall Trees Into Sale Area

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

## H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for the entire sale area. The plan shall address the felling, yarding, decking, and landing locations; tailholds and cable corridors where applicable; skid trails and slash disposal areas, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

## H-051 Branding and Painting

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

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

## H-080 Snags Not to be Felled

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

## H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 65 percent or less, all other ground based equipment limited to tracked equipment on sustained slopes of 45 percent or less, except rubber tire skidders on a pre-approved skid trail in Unit #2 only per clause H-140. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

## H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

## H-126 Tailholds on State Land

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



## H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authorized in writing by the Contract Administrator.

## H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Falling and Yarding in all units will not be permitted on weekends and holidays. In addition, yarding with rubber tired skidders in Unit #2 will not be permitted from November 1 through April 30.
- b. Existing downed trees yarded to the landing shall be returned to their original locations.
- c. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- d. A safety plan for operations across and within a tree length and half of the D-Line shall be created prior to any harvest activities starting in Unit #1. This plan shall include traffic control on the D-Line. Purchaser shall implement safety mitigation measures prior to operations starting in this unit. Additionally, Purchaser shall coordinate with any other active timber sales using the D-Line prior to any operations affecting the D-Line.
- e. Harvest of Unit #4 shall be completed prior to haul of forest products from Unit #1.
- f. Notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- g. Designated haul roads have been designed to allow for the transport of poles. If the Purchaser chooses to remove poles greater than allowable by the designated haul route, an alternative haul plan must be submitted in writing to the Contract Administrator detailing the desired haul route, additional reconstruction needs, and mitigation for damage, which is a result of hauling oversize material. If approved in writing by the Contract Administrator, all work shall be at the Purchaser's expense.

## Stream Protection

- h. Equipment limitation zones are required within 30 feet of Type 5 streams.
- i. Crossings of Type 5 streams may be allowed at locations approved in writing by the Contract Administrator. Purchaser shall place a culvert or log puncheon at crossing locations (when water is present) to protect the stream bank and prevent sedimentation.

All materials placed in and/or over the stream at these crossings shall be removed immediately upon completion of yarding on that skid trail.

j. Take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Methods may include construction of water bars, “sweeping” with logs, silt traps, or other measures on skid trails, yarding corridors and haul roads.

k. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.

#### Skid Trail Requirements

l. Rubber tire skidders are only permitted on one (1) pre-approved skid trail location authorized by the Contract Administrator in Unit #2. Prior to the felling of timber in Unit #2, Purchaser shall mark location of the skid trail and receive written approval by the Contract Administrator.

m. Not have more than two skid trails open to active skidding in a single unit at any one time.

n. Skid trail closure shall occur immediately upon completion of yarding all tributary timber. Closure shall consist of creating plantable spots at approximately 11 foot by 11 foot spacing to facilitate reforestation and creating water bars or other methods as directed by the Contract Administrator to prevent water accumulation and sediment movement.

o. In the event operations become inactive for long periods of time, skid trails shall be water barred prior to completion of yarding tributary timber to prevent water accumulation and sediment movement, if required by the Contract Administrator.

p. Once a skid trail is closed, the Purchaser shall not reopen a skid trail unless approved in writing by the Contract Administrator.

q. To facilitate proper reforestation in areas of high slash concentrations, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at an 11.5 foot by 11.5 foot spacing.

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

#### H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

a. Fall and remove from State Land all forest products in Unit #4 that meet the following minimum dimensions:

Species	Net bd ft	Log length (ft)	Log dib
All conifer	10	12	5
All Hardwood	20	16	5

b. Leave 2 down logs per acre. A log is defined as having a minimum diameter of 12 inches on the small end of the log and a minimum length of 20 feet or at least 100 board feet throughout Units #1-#3.

c. Tailhold locations outside the timber sale boundary are restricted due to protection of Cultural Resources and potentially unstable slopes. Locations where trees shall not be used as tailholds are identified as Tailhold Restriction Areas on the Logging Plan and Timber Sale Maps.

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

#### H-190 Completion of Settings

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

#### H-220 Protection of Residual or Adjacent Trees

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

#### H-230 Tops and Limbs Outside the Sale Boundary

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

#### H-250 Additional Falling Requirements

Within Units #1-#4, all hardwood stems 6 feet tall or greater, shall be felled. Remaining stump shall be no more than 12 inches in height. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

#### H-260 Fall Leaners

Trees in all units that have been pushed over in falling or skidding operations shall be felled.

### Section C: Construction and Maintenance

#### C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 6/9/2023 are hereby made a part of this contract.

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

Purchaser shall perform work at their own expense on the D-0351, D-8000, D-8004, D-8004-EXT, D-8600, D-8620, E-6030, E-6030-1, E-6030-EXT, and E-6750 roads. All work shall be completed to the specifications detailed in the Road Plan.

**C-060 Designated Road Maintainer**

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on all other roads used not covered in clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

**C-080 Landing Locations Approved Prior to Construction**

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

**C-090 Landing Location**

Landings shall be built a minimum of 75 feet off the E-6750, D-8000, and E-line road(s).

**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.

Extreme hazard abatement is required within 200 feet of Cedar Creek Corrections Center storage structure located adjacent to Unit #4 ROW on the D-8600 Road, just past the D-8000 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-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-120 Stream Protection

No timber shall be felled into, across, or yarded through Type 3 or Type 4 streams.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

## Section D: Damages

## D-013 Liquidated Damages or Failure to Perform

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

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

## D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units #1-#3.

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: \_\_\_\_\_

\_\_\_\_\_  
Don Melton

South Puget Sound Region Manager

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



DRAFT

DRAFT

DRAFT

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

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

\_\_\_\_\_)

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

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

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

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

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

\_\_\_\_\_

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



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** South Puget Sound

**Timber Sale Name:** Carrot

**Application Number:** 30- 103584

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** 1,200 linear feet  
*Road to be constructed (optional and required) but not abandoned*

**Reconstruction:** 0 linear feet  
*Road to be reconstructed (optional and required) but not abandoned*

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

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

**Pre-Haul Maintenance:** 21,324 linear feet  
*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Construction:** 2,402 linear feet  
*Roads to be constructed (optional and required) and then abandoned*

300 linear feet

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

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Carrot</b>	Region: <b>South Puget Sound</b>
Agreement #: <b>30-103584</b>	District: <b>Black Hills</b>
Contact Forester: <b>Jesse Gehrke</b>	Phone/ Location: <b>(360) 628-3788</b>
Alternate Contact: <b>Duncan Derwood III</b>	Phone/ Location: <b>(360)-280-3113</b>

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): **Lump Sum**

Required or Optional removal of utility as pulp (*for scale sales only*): **N/A**

Evaluated for RFRS Implementation?: **Yes it was evaluated; due to potential wind throw and cost RFRS was not implemented.**

Percentage cable-uphill: **33%**

Percentage cable-downhill: **0%**

Percentage ground based: **67%**

Species Onsite: ☒RC, ☒DF, ☒WH, ☒RA, ☐BC, ☒BLM, ☐NF, ☐SF, ☐SS, ☐ Other:(Please List)

### UNIT ACREAGES\* AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method, dimensions and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (Unstable Slopes/ Inoperable)		
1 (VRH)	Sec 7/ T16N/ R03W		37.2	0	5	0	0	32.2	*See in Remarks below
2 (VRH)	Sec 7/ T16N/ R03W		23.6	0	2.9	0	0	20.7	*See in Remarks below
3 (VRH)	Sec 1,2,11,12/ T16N/ R04W		17.2	0	1.4	0	0	15.8	*See in Remarks below
4 (ROW)	Sec 11/ T16N/ R04W		4.4	0	0	0	0	4.4	*See in Remarks below
<b>TOTAL ACRES</b>			82.4	0	9.3	0	0	73.1	

### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species.
1 (VRH)	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags with pink flagging, "Timber Type Change," and the D-8000. All leave trees are marked with yellow "Leave Tree Area" tags with pink flagging	N/A	8 leave trees per acre.
2 (VRH)	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags with pink flagging, "Timber Type Change," and the E-Line. All leave trees are marked with yellow "Leave Tree Area" tags with pink flagging	N/A	8 leave trees per acre.

3 (VRH)	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags with pink flagging, and "Timber Type Change." All leave trees are marked with yellow "Leave Tree Area" tags with pink flagging	N/A	8 leave trees per acre.
4 (ROW)	Right-Of-Way Boundaries are marked with orange "Right-of-Way" Tags with orange flagging.	N/A	100% removal

#### OTHER PRE-CRUISE INFORMATION:

Unit #	Estimated Volume (RS_FRIS)	Access information (957 Locks)	Photos, traverse maps required
1	See Cruise	D-Line to D-8000 and D-8000 to D-8600 <b>Gate on D-8000 with H957 lock.</b>	Traverse maps with contours, roads and leave trees. Photo (Scale 1" to 400')
2	See Cruise	E-Line	Traverse maps with contours, roads and leave trees. Photo (Scale 1" to 400')
3	See Cruise	E-Line to E-6000; 150' walk into unit. <b>Gate on E-6000 with H957 lock.</b>	Traverse maps with contours, roads and leave trees. Photo (Scale 1" to 400')
4	See Cruise	D-Line to D-8000 and D-8000 to D-8600	Traverse maps with contours, roads and leave trees. Photo (Scale 1" to 400')

#### REMARKS:

- Acreage Determination:**

Unit 1 – Two devices used concurrently for boundary traverse point comparisons (half of perimeter with Garmin 64s & Trimble R1 with iPhone GNSS receiver, half with Garmin 66s & Trimble R1 with iPhone GNSS receiver)

Unit 2 – Two devices used concurrently for boundary traverse point comparisons (Garmin 64s & Trimble R1 with iPhone GNSS receiver)

Unit 3 – Two devices used concurrently for boundary traverse point comparisons (Garmin 64s & Trimble R1 with iPhone GNSS receiver)

Unit 4 ROW – Two devices used concurrently for boundary traverse point comparisons (half of perimeter with Garmin 64s & Trimble R1 with iPhone GNSS receiver, half with Garmin 66s & Trimble R1 with iPhone GNSS receiver)

- Remnant blue-painted bands on some trees from previous operations throughout units.
- Devil's club is dense and dominant in the understory in all units, particularly in Unit 1.
- Two cohorts evident in Units 2 & 3, with higher defect among the older trees from disturbance.
- Poles in all units, with higher quality logs presumed in Unit 3; storm damage consistent in Unit 2.
- All of Units 2 & 3 planned for shovel logging; Unit 1 south and central tower logging with ground-based and pre-bunching equipment possible on the northern flat. Some areas in all of Units 1 and 3 may benefit from tethered and/or self-leveling equipment.

**Prepared By:** Jesse Gehrke  
**Date:** 06/06/2023

**Title:** Forester - NRS 2

**CC:** Derwood Duncan III and Product Sales Group.

*Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)*

## Timber Sale Cruise Report Carrot

**Sale Name:** CARROT

**Sale Type:** LUMP SUM

**Region:** SO PUGET

**District:** BLACK HILLS

**Lead Cruiser:** Mike Sly

**Other Cruisers:** Phil Kirner, Aaron Coleman

**Cruise Narrative:**

**Location:**

This sale is located in Capital Forest and consists of 3 variable retention harvest (VRH) units and one right of way (ROW) unit located off of the D-Line, D-8000, D-8600, E-Line, E-6000. Unit 1 and 4 (ROW) require a 957 key to access.

**Cruise Design:**

Variable plot sampling was used in all units. A 62.5, 40 BAF was used in unit 1. A 54.44, 40 BAF was used in units 2 and 3. A 40 BAF was used in unit 4.

Conifer logs were cruised in 2-foot multiples - maximizing 32-40 ft. lengths. Bole heights were measured to a 5" top or break point (40% of diameter at 16 feet). Trees were segmented into appropriate west side log lengths and defect was applied.

Some units contain trees with blue bands from a previous thinning; these trees were cruised through equally with the rest of the stand and will be harvested.

Cruise acres were based on net harvest acres. Leave trees were not sampled.

**Timber Quality & Logging and Stand Conditions:**

Units 1-3 contain older Douglas Fir dominated stands with pockets of RC, WH and RA throughout. Common defects observed were spike knots, forked tops, root rot pockets and broken up ground that will result in a high percentage of breakage. Unit 4 is a daylighting unit through plantation DF. High quality DF and transmission quality poles were present in units 1-3 with the highest concentration of poles throughout unit 1.

**Logging percentages:**

Cable: 33%

Shovel 67%

**General remarks:**

Dry season operation and steep slope machines in unit 1 should be able to facilitate logging operations and reduce overall tower ground. Leave areas and leave trees appear to facilitate the use of tethered equipment.

## Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	26.2	8.5		3,241	55	186	2,634	252	84	29
RA	13.8			103			11	26	61	4
WH	18.3			92			67	11	11	3
RC	16.7			36				29	7	
MA	15.6			7					7	
ALL	22.1	8.5		3,479	55	186	2,713	318	171	36

## Timber Sale Notice Weight (tons)

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	20,107	251	1,037	15,368	2,340	903	208
RA	985			108	207	648	23
WH	822			504	138	153	27
RC	373				283	90	
MA	152					152	
ALL	22,438	251	1,037	15,980	2,968	1,945	257

## Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
249.9	5.9	187.1	3.5	47,532	6.9

## Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
CARROT U1	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	32.2	37.2	40	23	2
CARROT U2	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	20.8	23.6	16	6	0
CARROT U3	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	15.8	17.2	16	9	0
CARROT U4 ROW	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	4.4	4.4	5	5	0

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
All		73.2	82.5	77	43	2

### Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	DEAD	UTILITY	Pulp	17.3	32	280	254	9.4	95.9	18.6
DF	LIVE	2 SAW	Domestic	18.1	33	26,064	25,226	3.2	11,061.5	1,846.5
DF	LIVE	2 SAW	HQ-A	24.3	32	3,358	3,354	0.1	1,225.3	245.5
DF	LIVE	2 SAW	HQ-B	20.1	33	5,457	5,422	0.6	2,311.2	396.9
DF	LIVE	2 SAW	Pole	18.3	32	1,984	1,984	0.0	770.2	145.3
DF	LIVE	3 PEELER	Domestic	30.0	32	756	756	0.0	251.2	55.4
DF	LIVE	3 SAW	Domestic	10.0	31	3,249	2,957	9.0	2,049.4	216.4
DF	LIVE	3 SAW	HQ-B	9.3	38	391	391	0.0	236.3	28.6
DF	LIVE	3 SAW	Pole	10.5	23	96	96	0.0	54.6	7.0
DF	LIVE	4 SAW	Domestic	6.5	26	1,216	1,149	5.5	902.9	84.1
DF	LIVE	CULL	Cull	10.5	21	426	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	23.2	33	2,544	2,544	0.0	1,036.6	186.2
DF	LIVE	UTILITY	Pulp	9.1	25	146	146	0.0	111.7	10.7
MA	LIVE	4 SAW	Domestic	5.5	34	117	91	22.3	152.1	6.7
RA	LIVE	2 SAW	Domestic	13.1	40	200	152	23.7	107.8	11.2
RA	LIVE	3 SAW	Domestic	10.6	35	368	361	2.1	206.6	26.4
RA	LIVE	4 SAW	Domestic	6.8	33	918	838	8.8	647.6	61.3
RA	LIVE	UTILITY	Pulp	5.0	20	54	54	0.0	22.5	3.9
RC	LIVE	3 SAW	Domestic	8.9	36	405	395	2.6	283.4	28.9
RC	LIVE	4 SAW	Domestic	5.1	30	102	100	1.9	89.6	7.3
WH	LIVE	2 SAW	Domestic	16.4	32	941	921	2.1	503.6	67.4
WH	LIVE	3 SAW	Domestic	8.7	35	161	144	10.2	137.9	10.6
WH	LIVE	4 SAW	Domestic	7.1	24	179	156	13.1	153.0	11.4
WH	LIVE	CULL	Cull	11.8	32	56	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.1	23	42	42	0.0	27.3	3.0

### Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	5.3	24	4	0.0	4.1	0.3
DF	5 - 7	LIVE	Cull	5.8	21	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	5.8	31	1,204	3.9	932.8	88.1
DF	8 - 11	LIVE	HQ-B	9.3	38	391	0.0	236.3	28.6

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	8 - 11	LIVE	Pulp	9.4	29	142	0.0	107.6	10.4
DF	8 - 11	LIVE	Domestic	9.9	29	2,675	10.4	1,890.2	195.8
DF	8 - 11	DEAD	Pulp	10.2	32	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Cull	10.5	18	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Pole	10.5	23	96	0.0	54.6	7.0
DF	12 - 15	LIVE	HQ-B	12.1	34	118	0.0	82.2	8.6
DF	12 - 15	LIVE	HQ-A	12.6	34	130	0.0	84.6	9.5
DF	12 - 15	LIVE	Domestic	13.7	32	4,780	4.6	2,466.2	349.9
DF	12 - 15	LIVE	Cull	14.4	28	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Pole	14.9	32	464	0.0	217.4	34.0
DF	16 - 19	LIVE	HQ-A	17.9	33	416	1.0	186.2	30.5
DF	16 - 19	LIVE	Cull	18.0	27	0	100.0	0.0	0.0
DF	16 - 19	DEAD	Pulp	18.1	32	92	0.0	34.7	6.7
DF	16 - 19	LIVE	Domestic	18.1	35	7,228	3.1	3,165.9	529.1
DF	16 - 19	LIVE	HQ-B	18.3	34	2,751	0.0	1,236.3	201.4
DF	16 - 19	LIVE	Pole	19.4	32	588	0.0	224.5	43.1
DF	20+	LIVE	Pole	22.2	32	932	0.0	328.3	68.2
DF	20+	LIVE	HQ-B	23.3	32	2,553	1.3	992.6	186.9
DF	20+	DEAD	Pulp	23.5	32	162	0.0	61.2	11.9
DF	20+	LIVE	Domestic	24.4	34	14,200	2.6	5,809.9	1,039.5
DF	20+	LIVE	HQ-A	25.2	32	5,352	0.0	1,991.1	391.7
MA	5 - 7	LIVE	Domestic	5.5	34	91	22.3	152.1	6.7
RA	5 - 7	LIVE	Pulp	5.0	20	54	0.0	22.5	3.9
RA	5 - 7	LIVE	Domestic	5.8	33	442	14.1	352.5	32.4
RA	8 - 11	LIVE	Domestic	9.3	33	756	2.0	501.6	55.4
RA	12 - 15	LIVE	Domestic	13.1	40	152	23.7	107.8	11.2
RC	5 - 7	LIVE	Domestic	5.6	34	217	0.9	189.0	15.9
RC	8 - 11	LIVE	Domestic	10.1	32	178	3.5	126.2	13.0
RC	12 - 15	LIVE	Domestic	15.7	32	40	0.0	27.7	2.9
RC	20+	LIVE	Domestic	22.1	32	61	6.3	30.1	4.5
WH	5 - 7	LIVE	Pulp	5.1	23	42	0.0	27.3	3.0
WH	5 - 7	LIVE	Domestic	6.4	30	165	5.3	169.2	12.1
WH	8 - 11	LIVE	Domestic	9.5	23	135	18.5	121.6	9.9
WH	8 - 11	LIVE	Cull	11.8	32	0	100.0	0.0	0.0
WH	12 - 15	LIVE	Domestic	13.4	32	244	5.1	154.9	17.9
WH	16 - 19	LIVE	Domestic	18.1	32	495	1.3	267.2	36.2
WH	20+	LIVE	Domestic	23.7	32	182	0.0	81.6	13.3



## Cruise Unit Report CARROT U1

### Unit Sale Notice Volume (MBF): CARROT U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	24.3	8.5		1,644	55	86	1,352	86	45	20
WH	18.6			89			67	11	11	
RC	16.7			35				29	6	
RA	14.7			16				2	14	
ALL	21.4	8.5		1,785	55	86	1,419	128	76	20

### Unit Cruise Design: CARROT U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	32.2	37.2	40	23	2

### Unit Cruise Summary: CARROT U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	81	142	3.6	1
WH	16	16	0.4	0
RC	10	10	0.3	0
RA	8	8	0.2	0
ALL	115	176	4.4	1

### Unit Cruise Statistics: CARROT U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	221.9	65.3	10.3	230.2	37.9	4.2	51,066	75.6	11.2
WH	25.0	194.5	30.7	111.0	56.1	14.0	2,776	202.4	33.8
RC	15.6	217.2	34.3	69.7	26.3	8.3	1,089	218.8	35.3
RA	8.6	206.3	32.6	59.0	32.2	11.4	505	208.8	34.6
ALL	271.1	53.9	8.5	204.5	49.9	4.7	55,436	73.4	9.7

**Unit Summary: CARROT U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	DEAD	CUT	1	ALL	32.0	99	126	366	360	1.8	0.3	1.6	0.3	11.6
DF	LIVE	CUT	80	ALL	24.2	73	94	51,662	50,707	1.8	69.0	220.3	44.8	1,632.8
RA	LIVE	CUT	8	ALL	14.7	43	61	525	505	3.8	7.3	8.6	2.2	16.3
RC	LIVE	CUT	10	ALL	16.7	51	66	1,114	1,089	2.3	10.3	15.6	3.8	35.1
WH	LIVE	CUT	16	ALL	18.6	54	68	3,039	2,776	8.6	13.2	25.0	5.8	89.4
ALL	LIVE	CUT	114	ALL	22.3	66	85	56,340	55,076	2.2	99.8	269.5	56.6	1,773.5
ALL	DEAD	CUT	1	ALL	32.0	99	126	366	360	1.8	0.3	1.6	0.3	11.6
ALL	ALL	ALL	115	ALL	22.3	66	85	56,707	55,436	2.2	100.1	271.1	56.9	1,785.0

## Cruise Unit Report CARROT U2

### Unit Sale Notice Volume (MBF): CARROT U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	28.7			1,040	58	863	105	13	1
MA	15.6			7				7	
RA	15.0			6			5	1	
RC	18.0			1				1	
ALL	25.4			1,054	58	863	109	22	1

### Unit Cruise Design: CARROT U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	20.8	23.6	16	6	0

### Unit Cruise Summary: CARROT U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	21	72	4.5	0
MA	2	6	0.4	0
RA	1	1	0.1	0
RC	1	1	0.1	0
ALL	25	80	5.0	0

### Unit Cruise Statistics: CARROT U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	245.0	43.7	10.9	204.2	20.5	4.5	50,013	48.3	11.8
MA	15.0	290.1	72.5	21.4	81.5	57.6	321	301.3	92.6
RA	2.5	400.0	100.0	108.4	0.0	0.0	271	400.0	100.0
RC	2.5	400.0	100.0	22.6	0.0	0.0	57	400.0	100.0
ALL	265.0	39.7	9.9	191.2	38.2	7.6	50,661	55.0	12.5

Unit Summary: CARROT U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	28.7	109	139	52,593	50,013	4.9	54.5	245.0	45.7	1,040.3
MA	LIVE	CUT	2	ALL	15.6	36	42	412	321	22.3	11.3	15.0	3.8	6.7
RA	LIVE	CUT	1	ALL	15.0	65	80	285	271	5.0	2.0	2.5	0.6	5.6
RC	LIVE	CUT	1	ALL	18.0	42	51	61	57	7.0	1.4	2.5	0.6	1.2
ALL	LIVE	CUT	25	ALL	26.5	94	120	53,351	50,661	5.0	69.2	265.0	50.8	1,053.7
ALL	ALL	ALL	25	ALL	26.5	94	120	53,351	50,661	5.0	69.2	265.0	50.8	1,053.7

## Cruise Unit Report CARROT U3

### Unit Sale Notice Volume (MBF): CARROT U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	28.6			502	41	416	32	4	9
RA	13.5			81		11	20	46	4
WH	9.0			3					3
ALL	19.0			585	41	427	52	50	16

### Unit Cruise Design: CARROT U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	15.8	17.2	16	9	0

### Unit Cruise Summary: CARROT U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	22	46	2.9	0
RA	12	19	1.2	0
WH	1	1	0.1	0
ALL	35	66	4.1	0

### Unit Cruise Statistics: CARROT U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	156.5	95.8	23.9	202.8	31.7	6.8	31,738	100.9	24.9
RA	47.5	174.5	43.6	107.8	23.1	6.7	5,122	176.1	44.1
WH	3.4	400.0	100.0	56.6	0.0	0.0	193	400.0	100.0
ALL	207.4	65.2	16.3	178.6	40.3	6.8	37,052	76.7	17.7

### Unit Summary: CARROT U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	28.6	107	137	34,063	31,738	6.8	35.1	156.5	29.3	501.5
RA	LIVE	CUT	12	ALL	13.5	68	83	5,690	5,122	10.0	47.8	47.5	12.9	80.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	1	ALL	9.0	32	37	193	193	0.0	7.7	3.4	1.1	3.0
ALL	LIVE	CUT	35	ALL	20.5	80	100	39,945	37,052	7.2	90.6	207.4	43.3	585.4
ALL	ALL	ALL	35	ALL	20.5	80	100	39,945	37,052	7.2	90.6	207.4	43.3	585.4

## Cruise Unit Report CARROT U4 ROW

### Unit Sale Notice Volume (MBF): CARROT U4 ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.5			55	3	29	23
ALL	13.5			55	3	29	23

### Unit Cruise Design: CARROT U4 ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	4.4	4.4	5	5	0

### Unit Cruise Summary: CARROT U4 ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	21	22	4.4	0
ALL	21	22	4.4	0

### Unit Cruise Statistics: CARROT U4 ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	176.0	34.5	15.4	71.2	35.3	7.7	12,537	49.4	17.2
ALL	176.0	34.5	15.4	71.2	35.3	7.7	12,537	49.4	17.2

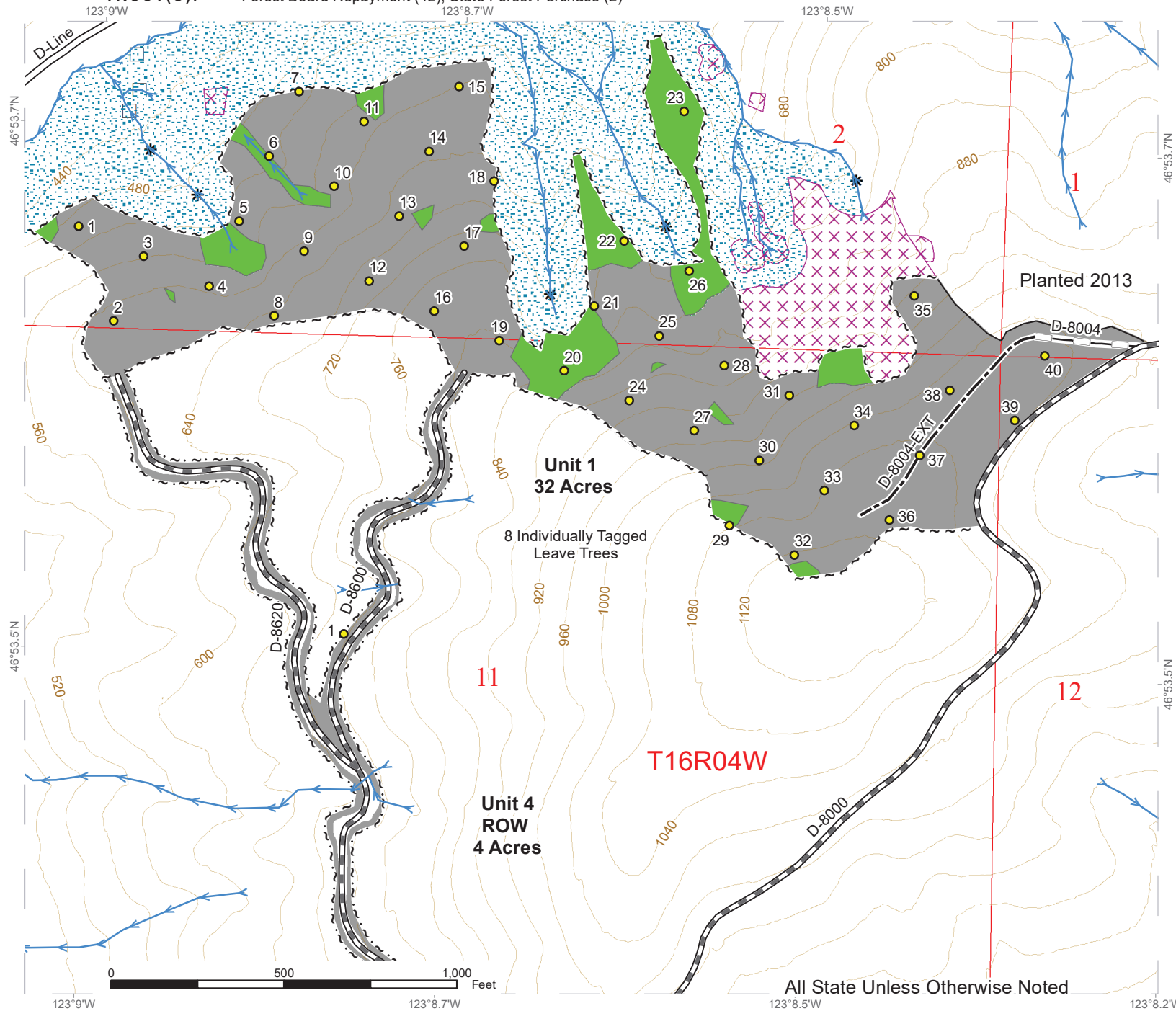
### Unit Summary: CARROT U4 ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	13.5	47	60	13,058	12,537	4.0	177.1	176.0	47.9	55.2
ALL	LIVE	CUT	21	ALL	13.5	47	60	13,058	12,537	4.0	177.1	176.0	47.9	55.2
ALL	ALL	ALL	21	ALL	13.5	47	60	13,058	12,537	4.0	177.1	176.0	47.9	55.2

# CRUISE MAP

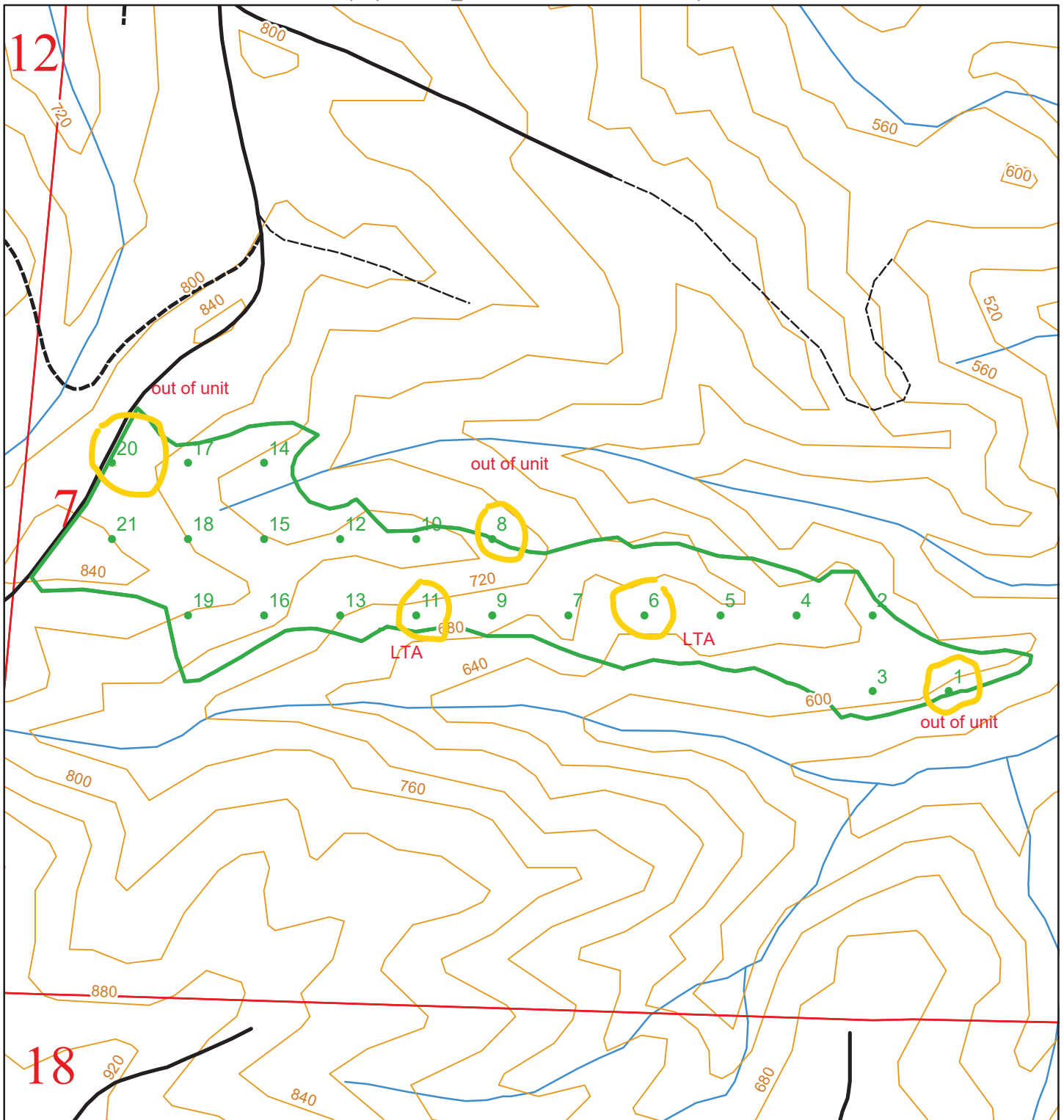
**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200



All State Unless Otherwise Noted





### FMA POLYGON AND SAMPLE POINT INFORMATION

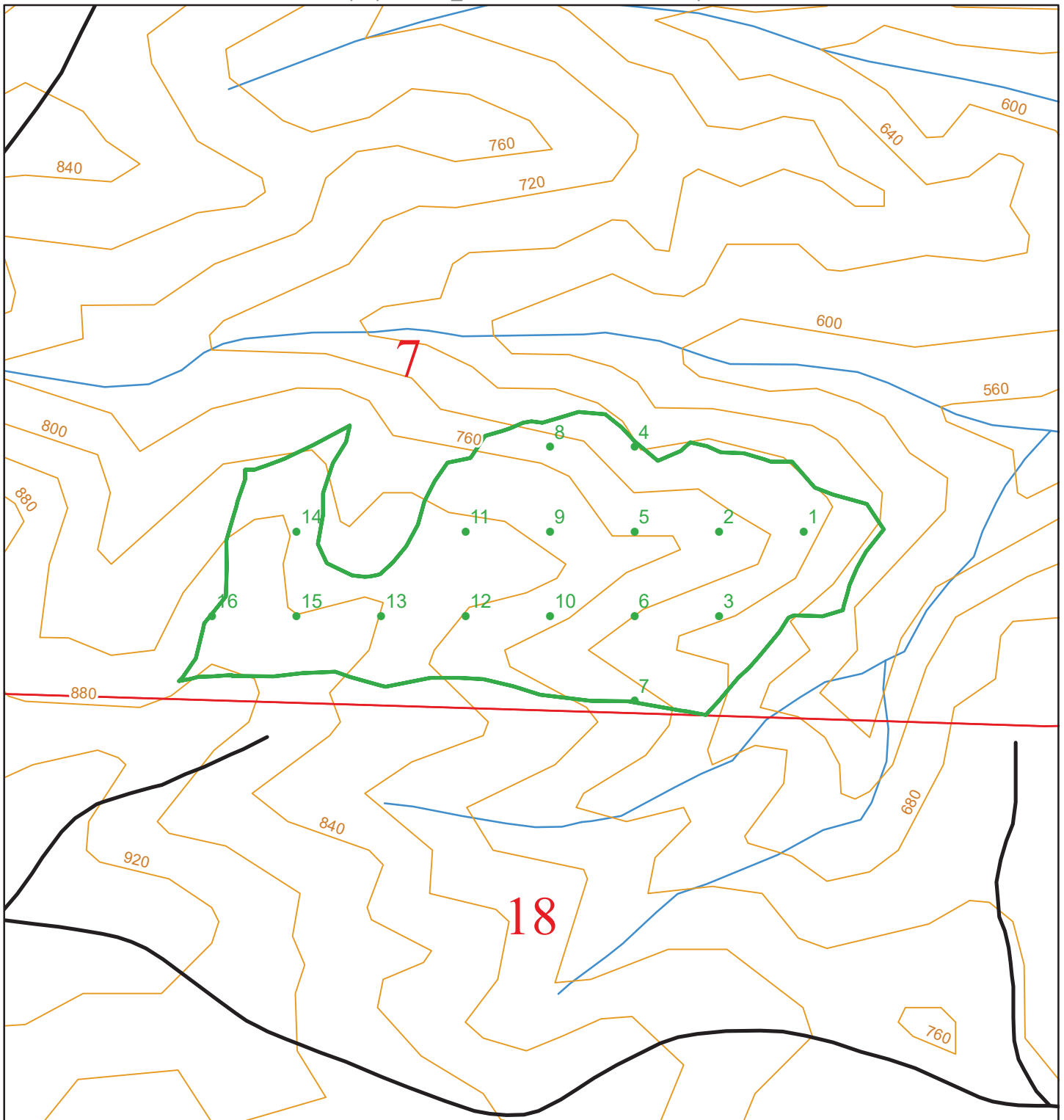
FMA_NM:	CARROT U2	Township:	T16R03W
FMA_ID:	317858	DNR Region:	SO PUGET
Acres:	24	Total Sample Points:	21
County:	THURSTON	Spacing Between Points:	225
		Point Rotation Degrees:	0



0 145 290 580 870 1,160 Feet  
Scale 1:5,000

#### Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot



### FMA POLYGON AND SAMPLE POINT INFORMATION

FMA_NM:	CARROT U3	Township:	T16R03W
FMA_ID:	317859	DNR Region:	SO PUGET
Acres:	17	Total Sample Points:	16
County:	THURSTON	Spacing Between Points:	200
		Point Rotation Degrees:	0



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Scale 1:4,000

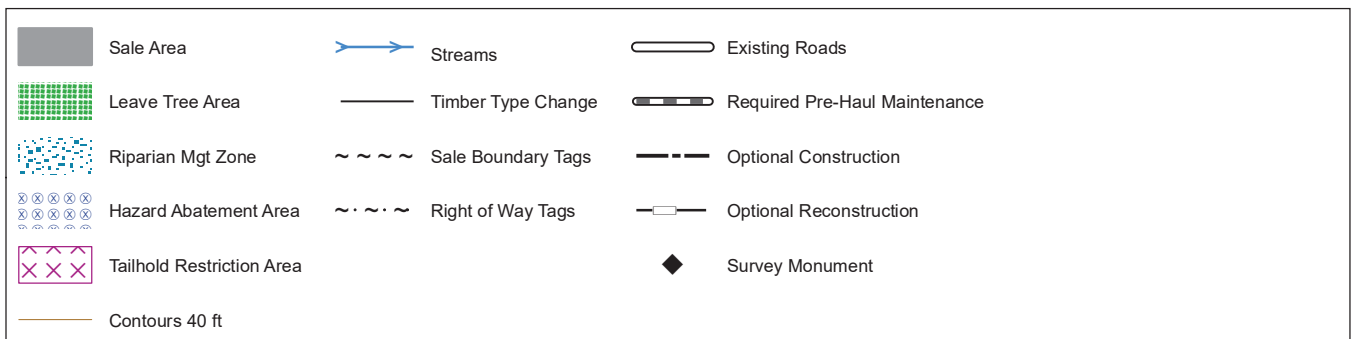
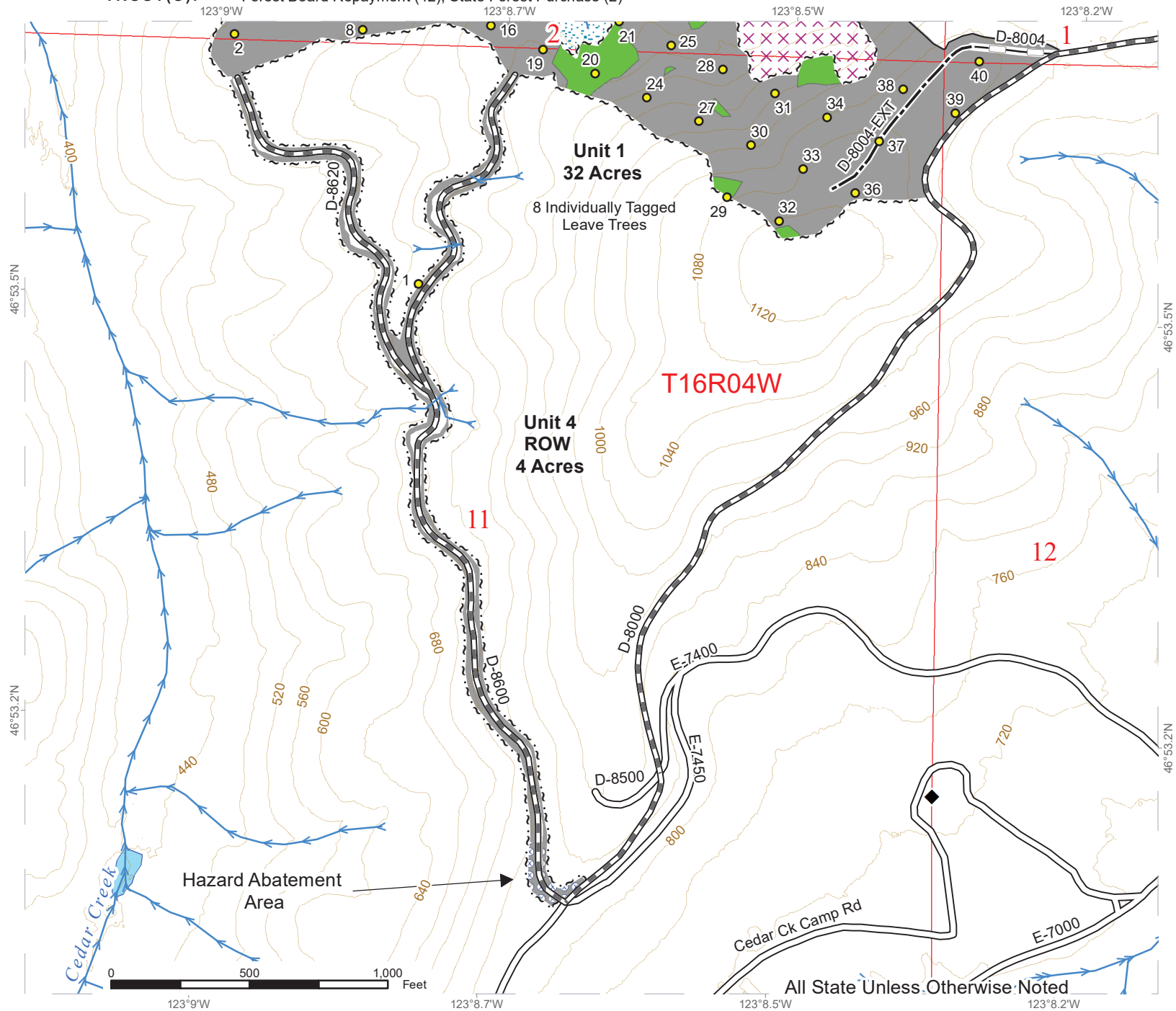
#### Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot

# CRUISE MAP

**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200





## Forest Practices Application/Notification Notice of Decision

FPA/N No: 2423640

Effective Date: 10/6/2023

Expiration Date: 10/6/2026

Shut Down Zone: 651 N

EARR Tax Credit: ☒ Eligible ☐ Non-eligible

Reference: Carrot #30-103584

### 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

Issued By: Matt Brady

Region: South Puget Sound Region

Title: Resource Protection Forester

Date: 10/6/2023

Copies to: ☒ Landowner, Timber Owner and Operator

Issued in person: ☒ LO ☒ TO ☒ OP By:  Date: 10/6/2023

### **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](https://rcw.wa.gov/title-76/chapter-09/section-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 South Puget Sound 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	<u>Physical Address</u> 950 Farman Ave N Enumclaw, WA 98022  <u>Mailing Address</u> 950 Farman Ave N Enumclaw, WA 98022

Information regarding the Pollution Control Hearings Board can be found at: <https://elaho.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, **Julie Antonsen**, caused the Notice of Decision for FPA/N No. **2423640** to be placed in the United States mail at **Olympia, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

**10/6/2023**

(Date)

**Enumclaw, WA**

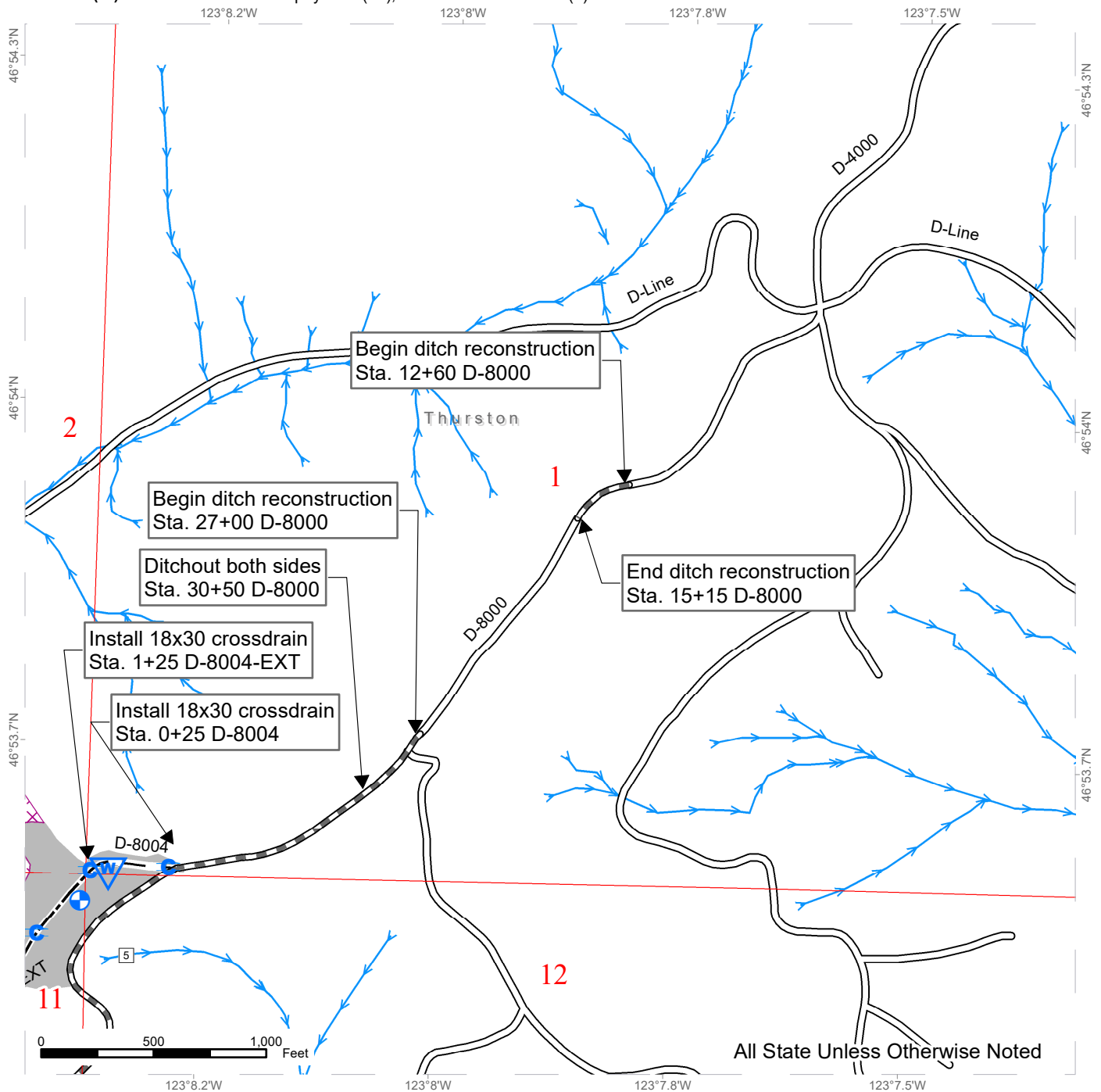
(City & State where signed)

(Signature)

# ROAD PLAN MAP 1 OF 4

**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200

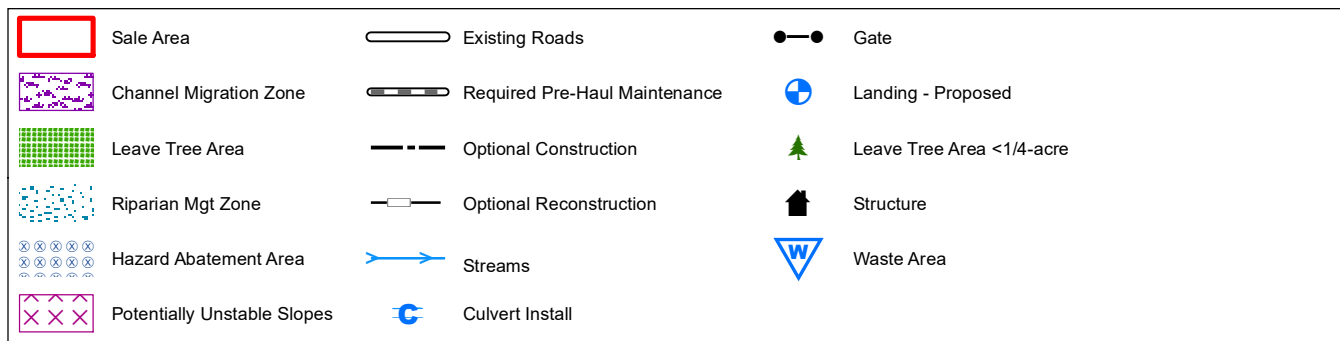
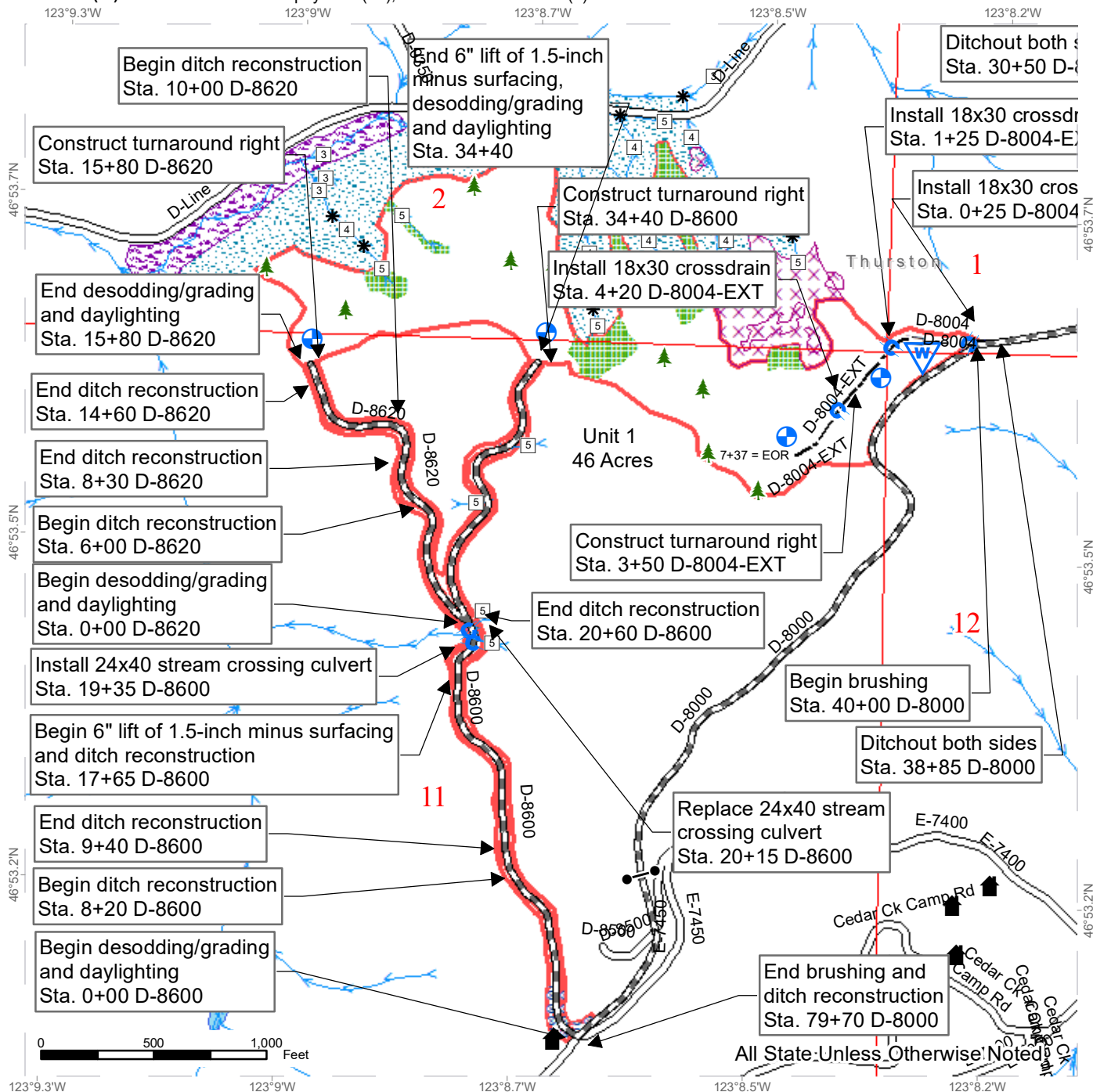




# ROAD PLAN MAP 2 OF 4

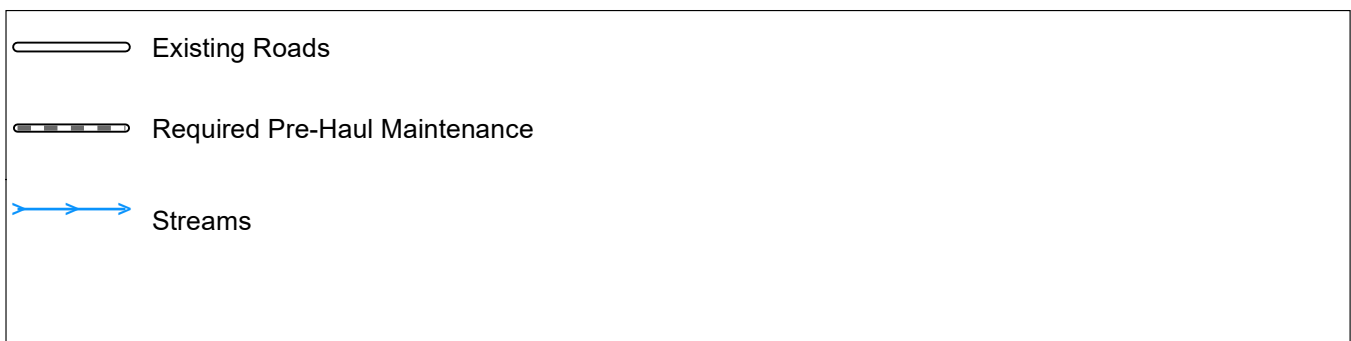
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**AGREEMENT#:** 30-108534  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200



**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200

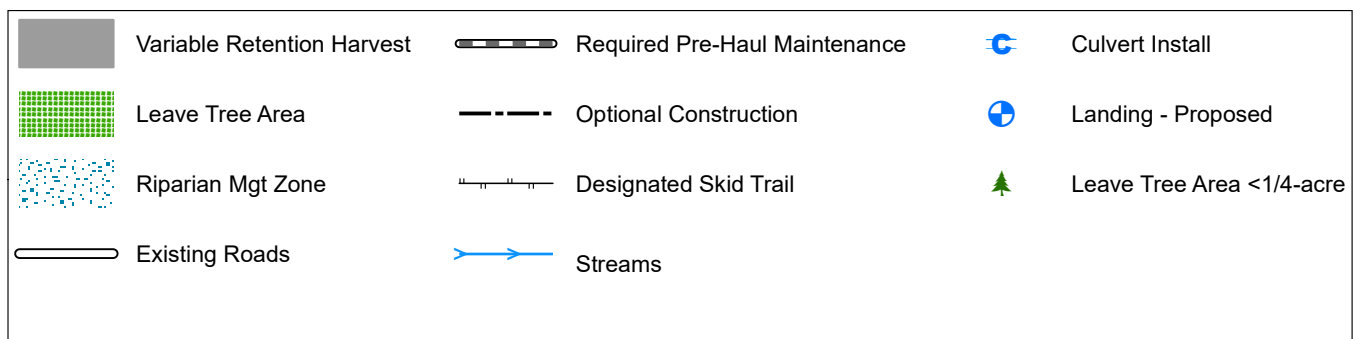
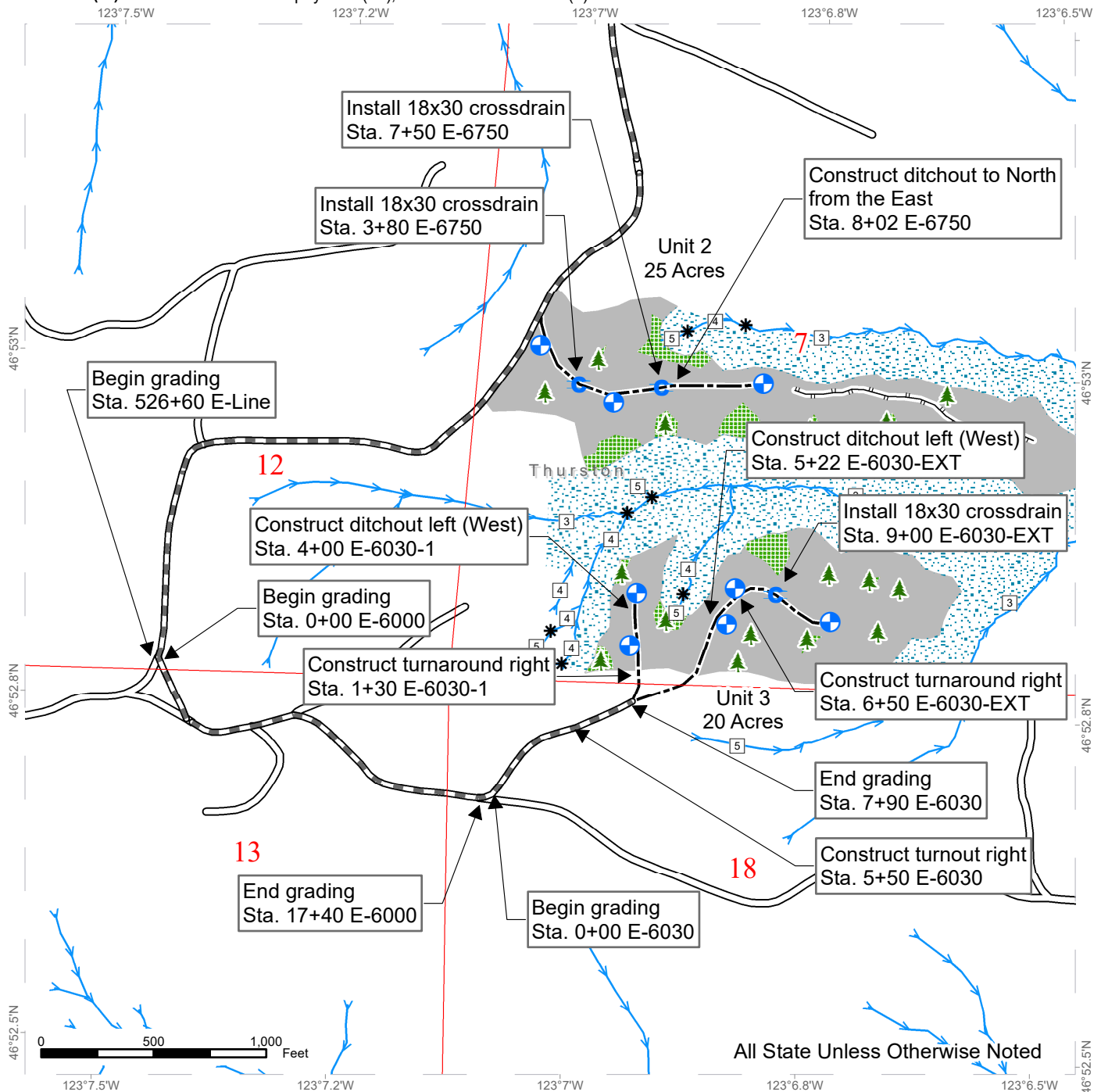




# ROAD PLAN MAP 4 OF 4

**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

CARROT TIMBER SALE ROAD PLAN  
THURSTON COUNTY  
LITTLEROCK UNIT  
BLACK HILLS DISTRICT  
SOUTH PUGET SOUND REGION

AGREEMENT NO.: 30-103584

STAFF ENGINEER: G. GERRITSEN

DATE: 06/09/2023

SECTION 0 – SCOPE OF PROJECT

**0-1 ROAD PLAN SCOPE**

Clauses in this road plan apply to all road related work, including landings and rock source development, unless otherwise noted.

**0-2 REQUIRED ROADS**

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-Line-Y	0+00 to 1+24	Pre-Haul Maintenance
D-8000	12+60 to 15+15, 27+00 to 79+70	Pre-Haul Maintenance
D-8004	0+00 to 3+00	Abandonment, if Reconstructed
D-8004-EXT	0+00 to 7+37	Abandonment, if Constructed
D-8600	0+00 to 34+40	Pre-Haul Maintenance
D-8620	0+00 to 15+80	Pre-Haul Maintenance
E-Line	526+60 to 607+85	Pre-Haul Maintenance
E-6000	0+00 to 17+40	Pre-Haul Maintenance
E-6030	0+00 to 7+90	Pre-Haul Maintenance
E-6030-1	0+00 to 4+75	Abandonment, if Constructed
E-6030-EXT	0+00 to 11+90	Abandonment, if Constructed

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-8004	0+00 to 3+00	Reconstruction
D-8004-EXT	0+00 to 7+37	Construction
E-6030-1	0+00 to 4+75	Construction
E-6030-EXT	0+00 to 11+90	Construction
E-6750	0+00 to 12+00	Construction

#### **0-4 CONSTRUCTION**

Construction includes, but is not limited to:

- Clearing;
- Grubbing;
- Right-of-way debris disposal;
- Excavation and/or embankment to subgrade;
- Acquisition and installation of drainage structures;
- Acquisition, manufacture, and application of rock.

#### **0-5 RECONSTRUCTION**

Reconstruction includes, but is not limited to:

- Clearing;
- Grubbing;
- Right-of-way debris disposal;
- Re-establishment of existing subgrade;
- Acquisition and installation of drainage structures;
- Acquisition, manufacture, and application of rock.

#### **0-6 PRE-HAUL MAINTENANCE**

Pre-haul maintenance includes, but is not limited to:

- Acquisition and installation of drainage structures;
- Acquisition, manufacture, and application of rock;
- Grading road surfaces;
- Ditching and/or ditch reconstruction;
- Turnout and turnaround reconstruction;
- Brushing;

#### **0-10 ABANDONMENT**

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

#### **0-12 DEVELOP ROCK SOURCE**

Purchaser may develop an existing rock source. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

### **SECTION 1 – GENERAL**

#### **1-1 ROAD PLAN CHANGES**

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

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

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

### 1-3 ROAD DIMENSIONS

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

### 1-4 ROAD TOLERANCES

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

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

### 1-6 ORDER OF PRECEDENCE

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

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

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

### 1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road.

### 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

### 1-9 DAMAGED METALLIC COATING

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

### 1-15 ROAD MARKING

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

- Construction: Orange ribbon tied at eye-height along centerline, with orange-flagged stakes marking centerline. Triple orange ribbon signals the end of construction.
- Reconstruction: Existing road prism.
- Pre-Haul: Orange-flagged stakes

### 1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes and reference points set in the field for grade and alignment. Reconstruction of existing road grades must conform to the original location except where construction staked or designed.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-8004	0+00	RP Start of Reconstruction
D-8004	3+00	RP End of Reconstruction
D-8004-EXT	0+00	RP Start of Construction
D-8004-EXT	0+00 to 7+37	Centerline Alignment Staking
D-8004_EXT	7+37	RD End of Construction
D-8600	19+35	RP Culvert Install on Type 5 Stream
D-8600	20+15	RP Culvert Replacement on Type 5 Stream
E-6030-1	0+00	RP start of construction
E-6030-1	0+00 to 4+75	Centerline Alignment Staking
E-6030-1	4+75	End of Construction
E-6030-EXT	0+00 to 11+90	Centerline Alignment Staking
E-6750	0+00	RP Start of Construction
E-6750	0+00 to 12+00	Centerline Alignment Staking
E-6750	12+00	RP End of Construction

### 1-18 REFERENCE POINT DAMAGE

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

**1-21 HAUL APPROVAL**

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

**1-22 WORK NOTIFICATIONS**

On the following road(s), Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
D-8600	19+35 and 20+15

**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 including compaction prior to rock application
- Grading of existing roads prior to rock application
- Haul approval

**1-25 ACTIVITY TIMING RESTRICTION**

The operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator. The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Activity</u>	<u>Closure Period</u>
Operation of road construction equipment	November 1 through April 30

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130 HAULING SCHEDULE, Purchaser shall comply with a maintenance plan, when a plan is determined necessary by the Contract Administrator, to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

**1-29 SEDIMENT RESTRICTION**

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

**1-30 CLOSURE TO PREVENT DAMAGE**

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

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

- Wheel track rutting exceeds 2 inches on the E-Line or D-Line.
- Wheel track rutting exceeds 4 inches on all other roads.

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.

### **1-32 BRIDGE OR ASPHALT SURFACE RESTRICTION**

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated by the Region Engineer or their designee for any damage caused by transporting equipment.

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

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

### **1-34 CEDAR CREEK BRIDGE (D-LINE) HAUL RESTRICTION**

All loads crossing the Cedar Creek Bridge, located at 82+41 of the D-Line in the Capital Forest, must meet legal load requirements. Any permit loads shall be approved by the Region Engineer or their designee.

### **1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS**

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

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

### **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.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
D-8000	73+00 to 82+00	Water Lines	<b>John Johnson</b> <b>DOC Shop Manager</b> <b>(360)-359-4141</b>
D-8600	0+00 to 2+00	Water Lines	

## SECTION 2 – MAINTENANCE

### 2-1 GENERAL ROAD MAINTENANCE

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

### 2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

### 2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

### 2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface to the specifications shown on the TYPICAL SECTION SHEET before application of rock, or if not applying rock, before timber haul. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower. All grading work shall be immediately followed by compaction as specified in the COMPACTION LIST.

<u>Road</u>	<u>Stations</u>
D-8600	0+00 to 34+40
D-8620	0+00 to 15+80
E-Line	526+60 to 607+85
E-6000	0+00 to 17+40
E-6030	0+00 to 7+90

## SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

### 3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or 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>
D-8000	40+00 to 79+70



### **3-5 CLEARING**

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

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

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

<u>Road</u>	<u>Stations</u>
D-8600	0+00 to 34+40
D-8620	0+00 to 15+80

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

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

- 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.

### **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. Grubbing must be completed before starting excavation and embankment.

### **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 grubbing 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 before 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 slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

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

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

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

Purchaser shall scatter organic debris outside of the clearing limits in natural openings. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

## **SECTION 4 – EXCAVATION**

### **4-2 PIONEERING**

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

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

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

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

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

### **4-5 CUT SLOPE RATIO**

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

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

### **4-6 EMBANKMENT SLOPE RATIO**

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

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

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

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

#### **4-8 CURVE WIDENING**

The minimum widening placed on the inside of curves is:

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

#### **4-9 EMBANKMENT WIDENING**

The minimum embankment widening is:

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

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

#### **4-21 TURNOUTS**

Purchaser shall construct turnouts as designated on the TURNOUT AND TURNAROUND LIST. Locations may be adjusted to fit the final subgrade alignment and sight distances. Minimum dimensions are shown on the TURNOUT AND TURNAROUND LIST.

#### **4-22 TURNAROUNDS**

Purchaser shall construct turnarounds as designated on the TURNOUT AND TURNAROUND LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide.

#### **4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

On the following road(s), Purchaser shall construct and/or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET.

<u>Road</u>	<u>Stations</u>
D-8000	12+60 to 15+15, 27+00 to 79+70

#### **4-27 DITCH WORK – MATERIAL USE PROHIBITED**

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be disposed of as specified in Clause 4-36 DISPOSAL OF WASTE MATERIAL.

#### **4-28 DITCH DRAINAGE**

Ditches must drain to cross-drain culverts or ditchouts.

#### **4-29 DITCHOUTS**

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

#### **4-35 WASTE MATERIAL DEFINITION**

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

#### **4-36 DISPOSAL OF WASTE MATERIAL**

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

#### **4-37 WASTE AREA LOCATION**

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Volume (c.y.)</u>
D-8004-EXT	0+00	600
E-6800	86+20	1,000

#### **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.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

#### **4-48 NATIVE MATERIAL**

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 6 inches in any dimension.

#### **4-55 ROAD SHAPING**

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

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

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. A plate compactor must be used for embankment and waste area segments too narrow to accommodate equipment. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

#### **4-61 SUBGRADE COMPACTION**

Purchaser shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before the application of rock, or if not applying rock, before timber haul.

#### **4-63 EXISTING SURFACE COMPACTION**

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

### **SECTION 5 – DRAINAGE**

#### **5-1 REMOVAL OF SHOULDER BERMS**

Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

#### **5-5 CULVERTS**

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

#### **5-7 USED CULVERT MATERIAL**

On the following road(s), Purchaser may install used culverts. All other roads must have new culverts installed. Culverts must meet the specifications in Clauses 10-15 through 10-24.

<u>Road</u>	<u>Stations</u>
D-8004	0+00 to 3+00
D-8004-EXT	0+00 to 7+37
E-6030-EXT	0+00 to 11+90

#### **5-10 CULVERT MARKER INSTALLATION**

On the following road(s), Purchaser shall provide and install culvert markers at the inlet in accordance with the CULVERT MARKER DETAIL.

<u>Road</u>	<u>Stations</u>
E-6750	3+80, 7+50

#### **5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the CULVERT AND DRAINAGE LIST and materials listed in Clause 5-13 CONTINGENCY CULVERTS that are not installed will become the property of the state. Purchaser shall stockpile materials at Mima Mounds Pit (SW¼ NW¼ Section 10 T16R03W).

### 5-13 CONTINGENCY CULVERTS

The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator.

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	18" x 30' culvert 18" culvert band

### 5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

### 5-17 CROSS DRAIN SKEW AND SLOPE

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

### 5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a depth of cover of not less than 6 inches of compacted subgrade over the top of the culvert at the shallowest point.

### 5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts that specify the placement of rock. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE LIST. Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet.

### 5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

### 5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT AND DRAINAGE LIST. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins.

### 5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 100 feet.

## SECTION 6 – ROCK AND SURFACING

### 6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Scott Paper Quarry	SE ¼ NW ¼ Sec. 8 T16R03W	1 ½-Inch Minus, 4-Inch In-Place, Quarry Spalls

### 6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity (c.y.)</u>
Scott Paper Quarry	SE ¼ NW ¼ Sec. 8 T16R03W	1 ½-Inch Minus	465

### 6-5 ROCK FROM COMMERCIAL SOURCE

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

<u>Possible Sources</u>	<u>Location</u>
Black Lake Resources	10201 Littlerock Rd SW Olympia, WA 98512
Northwest Rock Inc.	6801 State Route 12 Oakville, WA 98568

## 6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written LOW BANK QUARRY DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the LOW BANK QUARRY DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

<u>Source</u>	<u>Rock Type</u>
Scott Paper Quarry	1 ½-Inch Minus, 4-Inch In-Place, Quarry Spalls

## 6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications, unless otherwise specified in the QUARRY DEVELOPMENT PLAN:

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

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

- Quarry walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of quarry benches must be a minimum of 20ft.
- The surface of quarry floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- All vegetation including stumps shall be cleared a minimum of 35 feet beyond the top of all working faces. Surface shall be scalped of all overburden within 20 feet of working face at all times. Overburden faces shall be sloped no steeper than 1:1.
- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 500 cubic yards. Oversize material is defined as rock fragments larger than two feet in any direction.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- All vehicle access to the top of the quarry faces must be blocked.



#### **6-14 DRILL AND SHOOT**

Rock drilling and shooting must meet the following specifications:

- Purchaser shall notify the Contract Administrator a minimum of 5 working days before blasting operations.
- Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator 5 working days before any drilling (Form #M-126PAC).
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads and trails before blasting operations.

#### **6-20 ROCK CRUSHING OPERATIONS**

Rock crushing operations must conform to the following specifications:

- Operations and placement of oversize material must be conducted in or near the rock source site, as approved in writing by the Contract Administrator.
- At the request of the Contract Administrator, Purchaser shall produce a sieve analysis for manufactured rock. Purchaser may use a commercial testing lab to produce sieve analysis.
- The crushing operation must be concluded within 30 working days from the time it begins.

#### **6-21 IN-PLACE PROCESSING**

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall remove any existing organic debris before the start of in-place crushing operations.

#### **6-22 FRACTURE REQUIREMENT FOR ROCK**

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

#### **6-23 ROCK GRADATION TYPES**

Purchaser shall manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

#### **6-25 FINES**

% Passing U.S. #40 sieve	100%
% Passing U.S. #200 sieve	0%

The portion of aggregate retained on the No. 200 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

**6-29 1 ½-INCH MINUS CRUSHED ROCK**

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

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

**6-37 4-INCH JAW RUN ROCK**

% Passing 4" square sieve	95%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

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

**6-38 4-INCH IN-PLACE ROCK**

4-inch in-place rock must have a minimum of 90 percent of the top 4 inches of the running surface pass a 4-inch square opening.

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 50 percent of rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension.

**6-43 QUARRY SPALLS**

% Passing 8" square sieve	100%
% Passing 3" square sieve	40% maximum
% Passing 3/4" square sieve	10% maximum

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

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

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are 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, unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

**6-70 APPROVAL BEFORE ROCK APPLICATION**

Purchaser shall obtain written approval from the Contract Administrator for subgrade construction and compaction on all new construction, and road grading on all existing roads before rock application.

**6-71 ROCK APPLICATION**

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

**6-73 ROCK FOR WIDENED PORTIONS**

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

**6-75 OPTIONAL ROCK EXCEPTION**

On the following roads, Purchaser may place less rock than shown on the ROCK LIST.

<u>Road</u>	<u>Stations</u>	<u>Options</u>
D-8004-EXT	0+00 to 7+37	4-Inch In-Place
E-6030-1	0+00 to 4+75	4-Inch In-Place
E-6030-EXT	0+00 to 11+90	4-Inch In-Place
Landings	All	4-Inch In-Place

**SECTION 7 – STRUCTURES****7-5 STRUCTURE DEBRIS**

Purchaser shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structures(s) must be removed from state land. Purchaser shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately, and placed in the site(s) designated for stockpiling or disposal. Purchaser shall retrieve all material carried downstream from the jobsite.

**7-6 STREAM CROSSING INSTALLATION**

Purchaser shall install stream crossing structures in accordance with the manufacturer's requirements, engineered drawings and CULVERT AND DRAINAGE SPECIFICATION DETAIL.

**7-57 CULVERT SHAPE CONTROL**

Purchaser shall monitor the culvert shape during backfill and compaction. Special attention must be paid to maintaining the structure's rise dimensions, concentricity, and smooth uniform curvature. If compaction methods are resulting in peaking or deflection of the culvert, Purchaser shall modify the compaction method to achieve the appropriate end result.

**7-70 GATE CLOSURE**

On the following road(s), Purchaser shall keep gates closed and locked except during daytime hauling activities. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed and locked at termination of use.

<u>Road</u>	<u>Station</u>
D-8000	2+45 and 71+25
E-6000	3+35
E-6800	25+50

**SECTION 8 – EROSION CONTROL****8-2 PROTECTION FOR EXPOSED SOIL**

Purchaser shall provide and evenly spread a layer of straw to all exposed soils within 100 feet of a stream or wetland. Soils may not sit exposed during any rain event.

**8-15 REVEGETATION**

Purchaser shall spread grass seed on all exposed soils resulting from road work activities within 50 feet of a stream or wetland. Purchaser shall revegetate during the first available opportunity after road construction is completed.

<u>Qty</u>	<u>Type</u>
50lbs/acre	Pasture Mix

**8-16 REVEGETATION SUPPLY**

The Purchaser shall provide the Pasture Mix grass seed and straw.

**SECTION 9 – POST-HAUL ROAD WORK****9-1 EARTHEN BARRICADES**

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
D-8004	0+00
E-6030-1	0+00
E-6030-EXT	0+00

**9-3 CULVERT MATERIAL REMOVED FROM STATE LAND**

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

**9-10 LANDING DRAINAGE**

Purchaser shall provide for drainage of the landing surface.

## 9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>
D-8004	0+00 to 3+00
D-8004-EXT	0+00 to 7+37
E-6030-1	0+00 to 4+75
E-6030-EXT	0+00 to 11+90

## 9-22 ABANDONMENT

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached BARRICADE DETAIL.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1.5:1.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.

## SECTION 10 MATERIALS

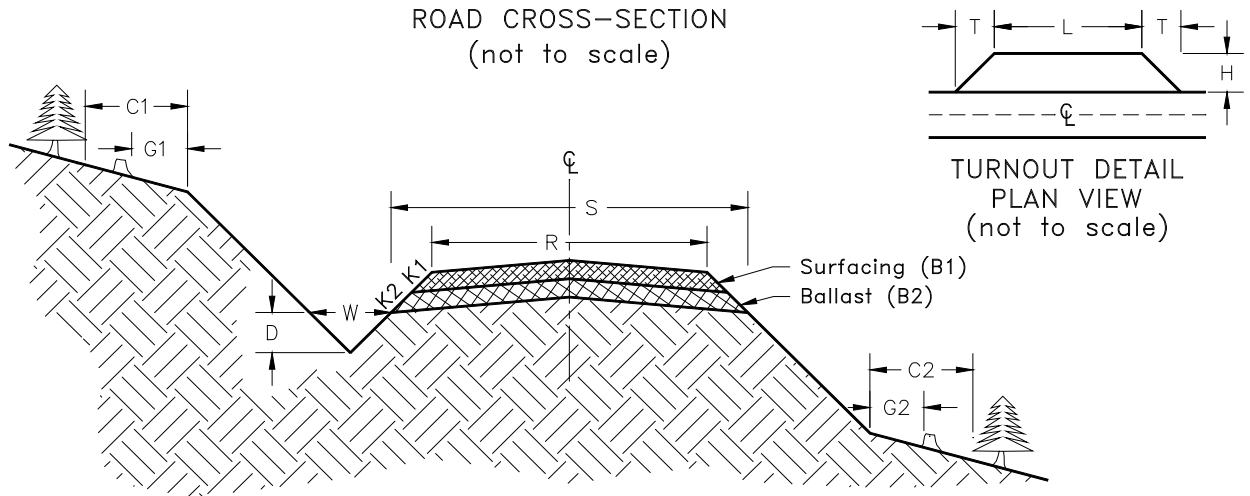
### 10-17 CORRUGATED PLASTIC CULVERT

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

### 10-22 PLASTIC BAND

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

# TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width	Road Width	Ditch		Crown in. @ CL	Grubbing Limits		Clearing Limits	
						Width	Depth		G1	G2	C1	C2
				S	R	W	D					
D-Line	0+00	423+90	A	25	22	3	1	4	-	-	-	-
D-Line-Y	0+00	1+24	C	15	12	3	1	4	-	-	-	-
D-8000	0+00	79+70	C	15	12	3	1	4	5	5	10	10
D-8004	0+00	3+00	C	15	12	3	1	4	0	0	0	0
D-8004-EXT	0+00	7+37	C	15	12	3	1	4	0	0	0	0
D-8600	0+00	34+40	C	15	12	3	1	4	-	-	ROW Tags	ROW Tags
D-8620	0+00	15+80	C	15	12	3	1	4	-	-	ROW Tags	ROW Tags
E-Line	526+60	718+90	A	25	22	3	1	4	-	-	-	-
E-Line Tie	0+00	3+65	C	15	12	3	1	4	-	-	-	-
E-6000	0+00	17+40	C	15	12	3	1	4	-	-	-	-
E-6030	0+00	7+90	C	15	12	3	1	4	-	-	-	-
E-6030-1	0+00	4+75	C	15	12	3	1	4	0	0	0	0
E-6030-EXT	0+00	11+90	C	15	12	3	1	4	0	0	0	0
E-6750	0+00	12+00	C	15	12	3	1	4	5	5	10	10
E-6800	0+00	81+15	C	15	12	3	1	4	-	-	-	-
E-6800-1	25+55	31+00	C	15	12	3	1	4	-	-	-	-

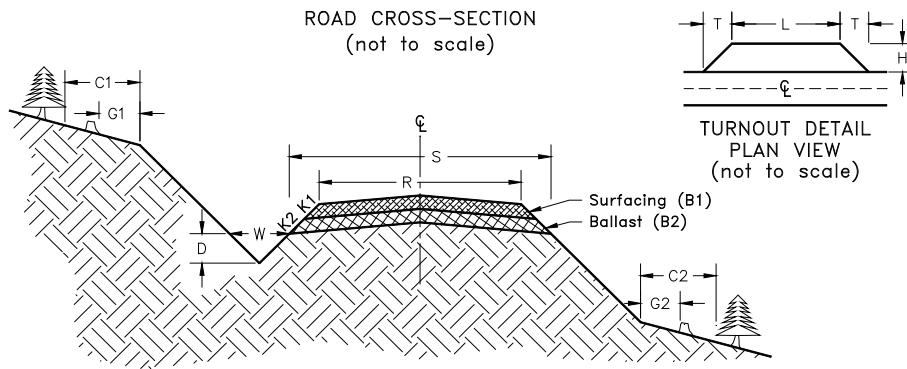
## TURNOUT & TURNAROUND LIST

Road Number	Station	Turnaround Length (ft)	Turnaround Width (ft)	Turnout Length (ft)	Turnout Width (ft)	Turnout Transition Length (ft)	Notes
D-8004-EXT	3+50	30	30				Turnaround Left (East)
D-8600	34+40	30	30				Turnaround Right (East)
D-8620	15+80	30	30				Turnaround Right (East)
E-6030	5+50			75	10	25	Turnout Right (South)
E-6030-1	1+30	30	30				Turnaround Right (East)
E-6030-EXT	6+50	30	30				Turnaround Right (South)
E-6750	10+00	30	30				Turnaround Left (North)

## COMPACTION LIST

	Section	Maximum Depth	Equipment	Minimum Equipment	Minimum Number	Maximum Operating
Activity	Layer	Per Lift (in)	Type	Weight (lbs)	Of Passes	Speed (mph)
All Construction	Subgrade	12"	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5
All Construction	Rock	6"	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5
All Reconstruction	Subgrade	12"	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5
All Reconstruction	Rock	6"	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5
Prehaul Maintenance (before rock application)	Existing Surface	N/A	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5
Prehaul Maintenance (after rock application)	Surfacing	6"	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5
Prehaul Maintenance (after grading, if grading is not followed by rock application)	Graded Surface	N/A	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5
Waste Areas	Embankment	12"	Smooth Drum Vibratory Roller	12,000	3 on low freq. vibe	3.5

# ROCK LIST



Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source
			K2	B2	4-Inch In-Place			
*D-8004-EXT	0+00	7+37	1 ½:1	12"	53	7.37	391	Scott Paper Quarry Stockpile, Scott Paper Quarry or Commercial Source
*E-6030-1	0+00	4+75	1 ½:1	18"	79	4.75	375	
*E-6030-EXT	0+00	11+90	1 ½:1	12"	53	11.90	631	
E-6730	0+00	12+00	1 ½:1	12"	53	12	636	
Turnouts and Turnarounds				12"	37	7	259	
*Landing Rock				12"	75	12	900	
					1 ½ - Inch Minus			
D-Line-Y	0+00	1+24	1 ½:1	6"	25	1.24	31	Scott Paper Quarry Stockpile, Scott Paper Quarry or Commercial Source
D-8600	17+65	34+40	1 ½:1	6"	25	16.75	419	
Culvert Backfill					5	3	15	
					Quarry Spalls			
Culvert Headwalls and Dissipaters					2	8	16	Scott Paper Quarry or Commercial Source

\*Optional Rock: Purchaser is allowed the above rock depths from State-owned rock sources, but application of rock is not required. If Purchaser elects to haul on optional rock roads in dry weather, the depth listed above is recommended but not required. Reference Clause 6-75. NOTE: Yardages are estimated on a compacted (in-place) basis. Compliance of required rock will be based on compacted depth measurement. Apply appropriate factors to determine loose volumes for estimating purposes.

4-Inch In-Place Total: 3,192 Cubic Yards  
1 ½-Inch Minus Total: 465 Cubic Yards  
Quarry Spalls Total: 16 Cubic Yards  
Total Rock: 3,673 Cubic Yards



## CULVERT AND DRAINAGE LIST

[illegible]

PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

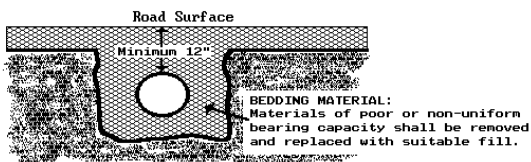
AS10 = Aluminized Steel AASHTO No. M274, 10 Gauge

TEMP = Temporary Culvert

**Key:**

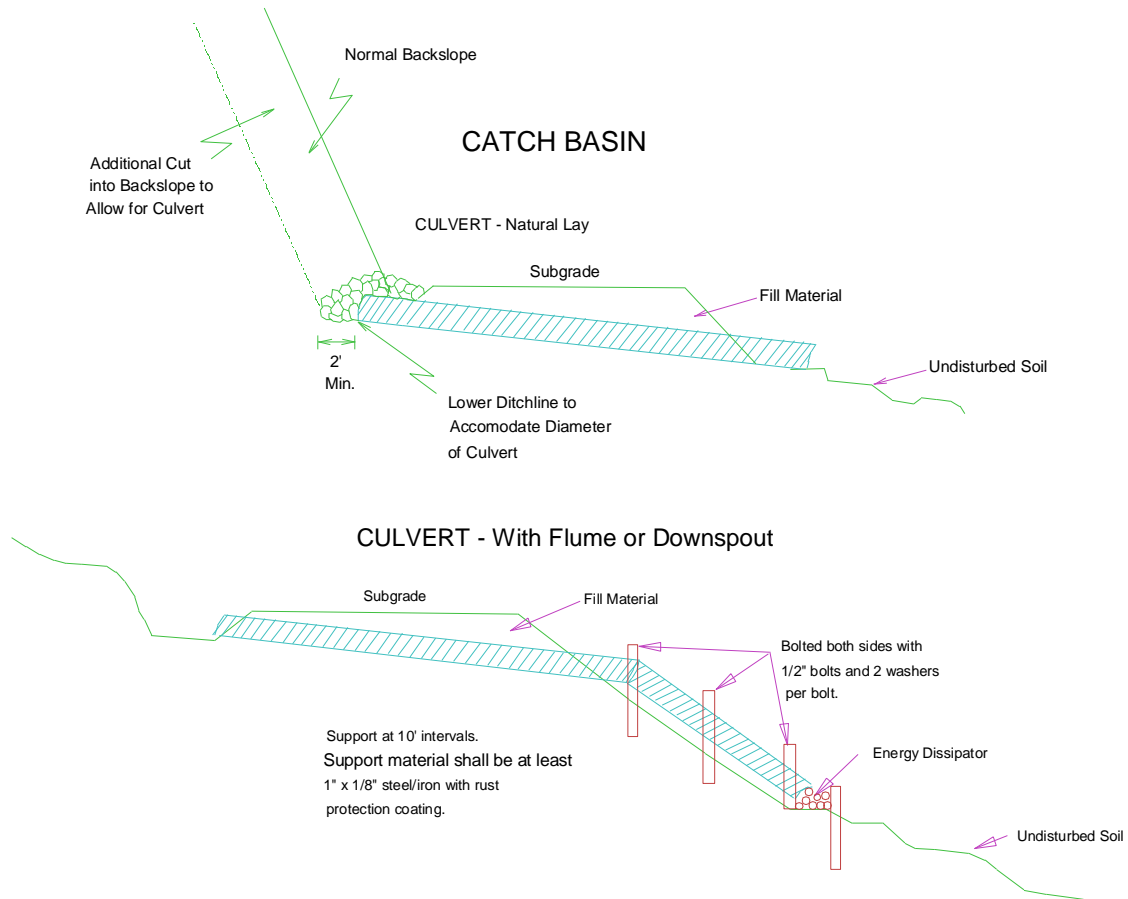
- |           |   |                            |
|-----------|---|----------------------------|
| CR        | - | 1½-Inch minus crushed rock |
| QS        | - | Quarry Spalls              |
| SR        | - | Shot Rock                  |
| NT        | - | Native (bank run)          |
| SL        | - | Select Fill                |
| HL        | - | Heavy Loose Riprap         |
| LL        | - | Light Loose Riprap         |
| Flume     | - | Half round pipe            |
| Downspout | - | Full round pipe            |

### CULVERT BACKFILL AND BASE PREPARATION (For culverts less than 36")



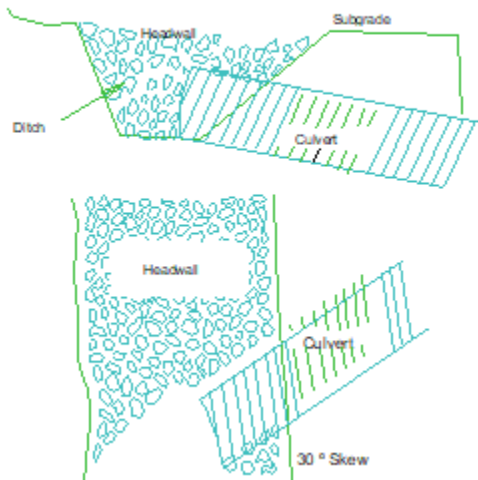
# CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 2)

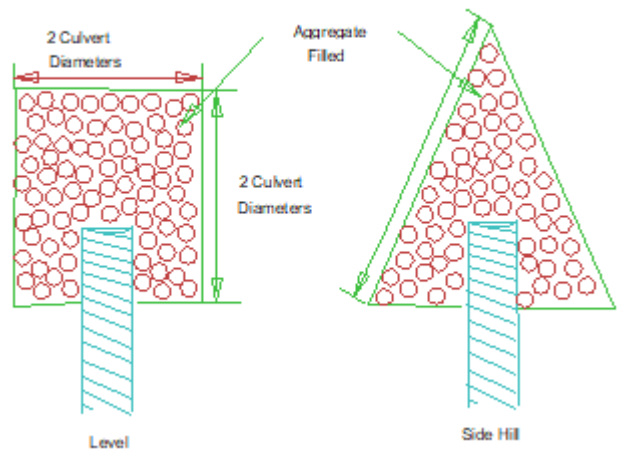


Proper preparation of foundation and placement of bedding material shall precede the installation of all culvert pipe. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform dense unyielding base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.

## HEADWALLS



## ENERGY



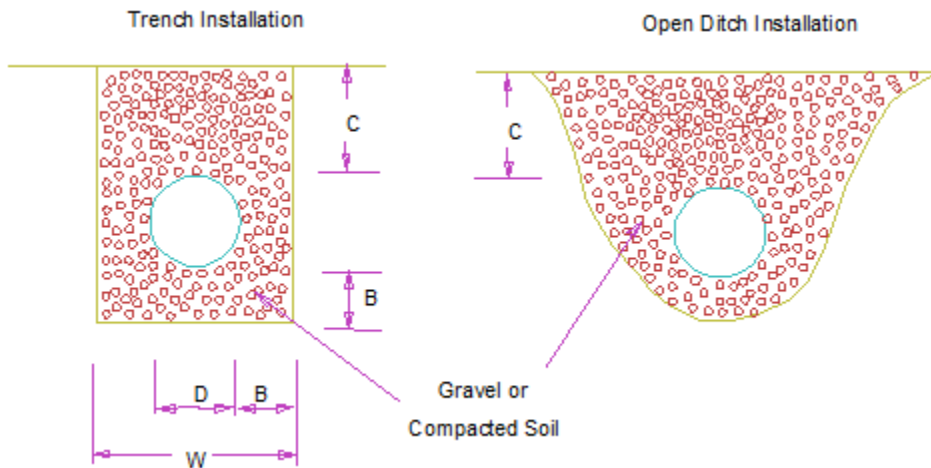
## CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 2)

### POLYETHYLENE PIPE INSTALLATION

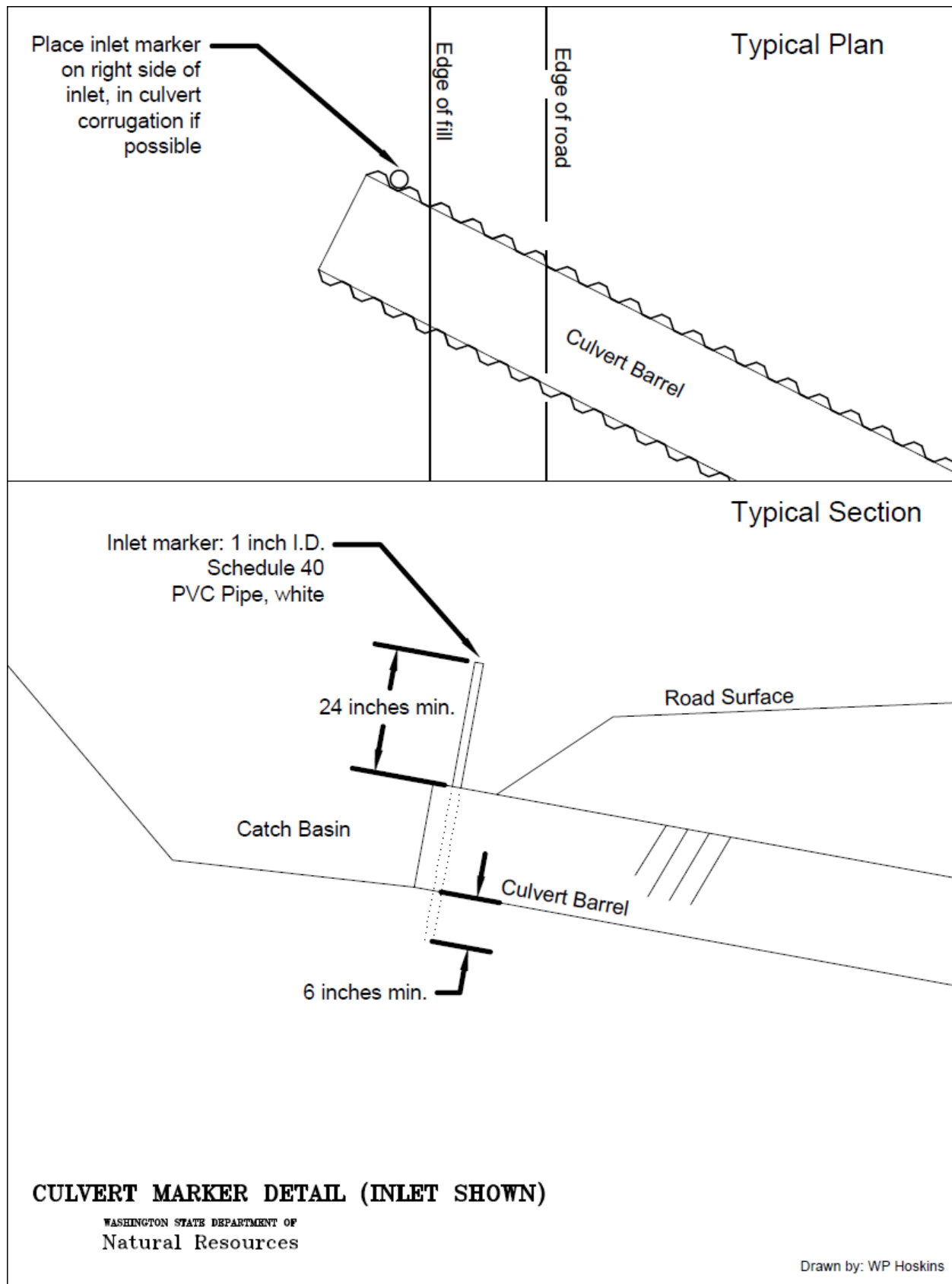
#### INSTALLATION REQUIREMENTS:

1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
2. The corrugated pipe shall be laid on grade, on a layer of bedding material as shown for the two types of installations. If native soil is used as the bedding and backfill material, it shall be well compacted in six inch layers under the haunches, around the sides and above the pipe to the recommended minimum height of cover.
3. Either crushed aggregate or flexible (asphalt) pavement may be laid as part of the minimum cover requirements.
4. Site conditions and availability of bedding materials often dictate the type of installation method used.
5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% of that material is required. This minimum compaction can be achieved by either hand or mechanical tamping. Purchaser shall test the compaction level and bare all associated costs.



#### MINIMUM DIMENSIONS Trench or Open Ditch Installation

Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width
D	B	C	W
18"	6"	12"	36"
24"	6"	12"	42"
30"	6"	12"	48"
36"	6"	12"	54"



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

### Drainage

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

## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

### Preventative Maintenance

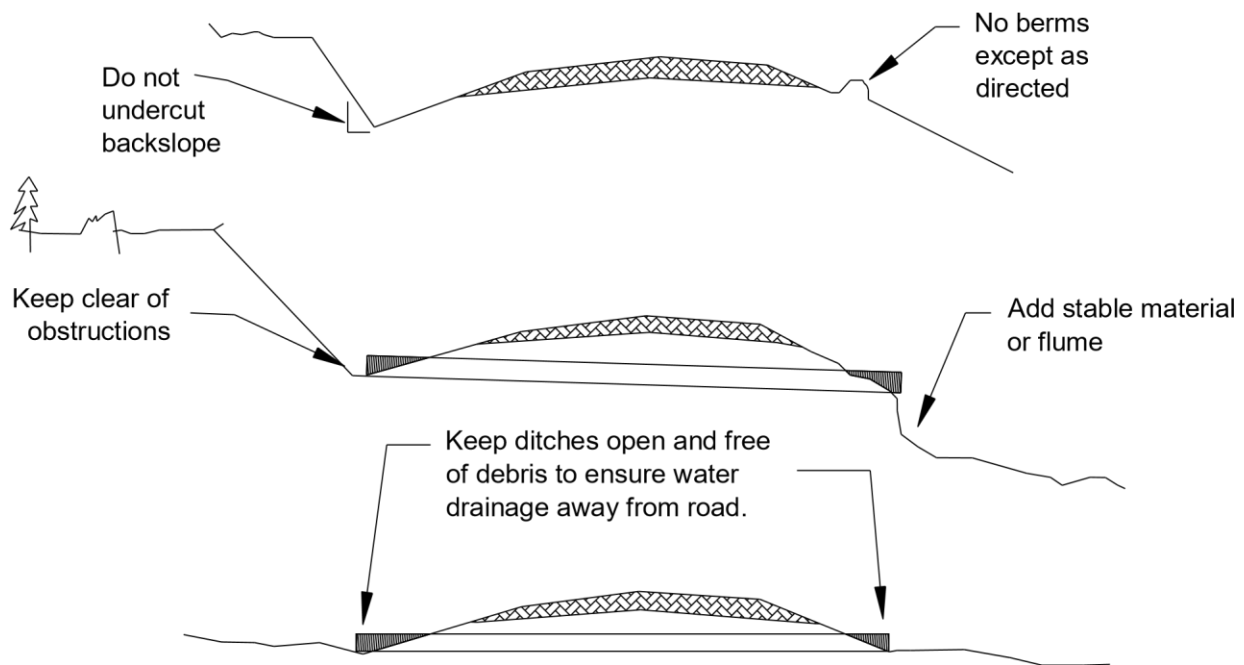
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

### Termination of Use or End of Season

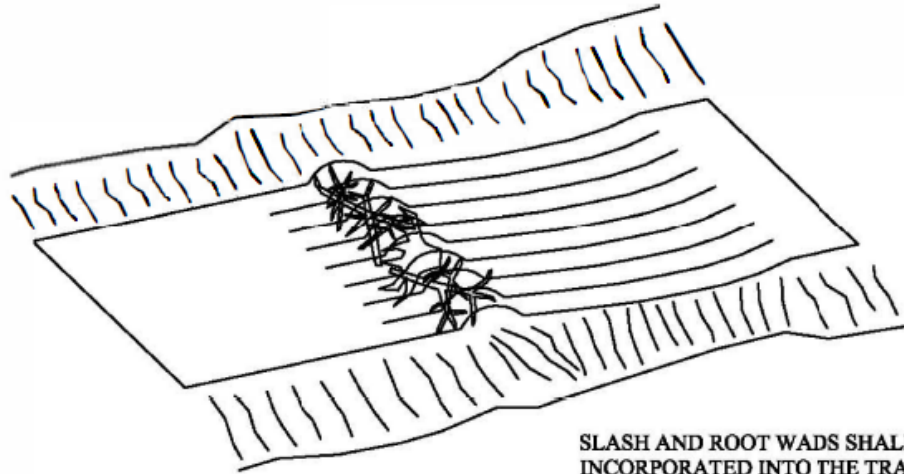
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

### Debris

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

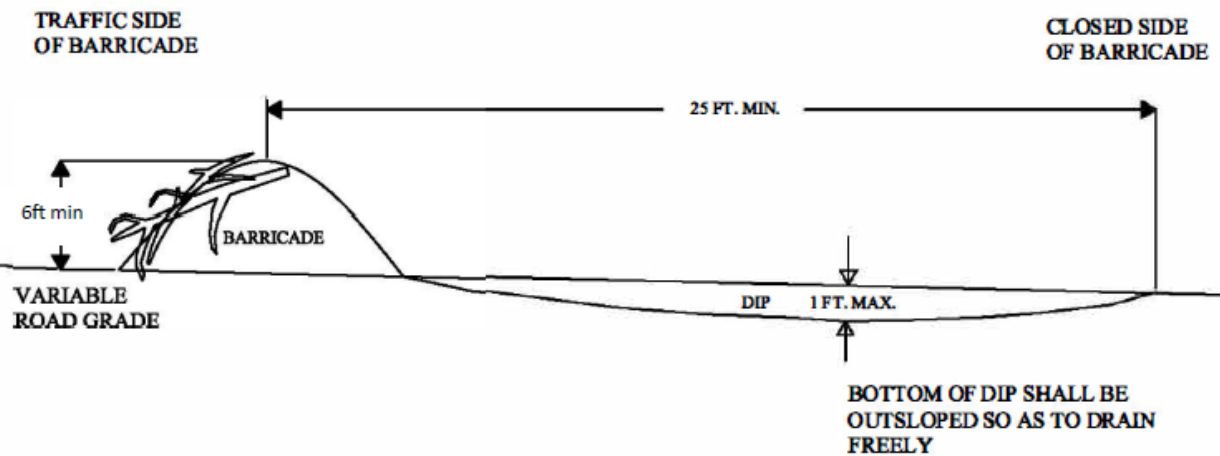


# BARRICADE DETAIL

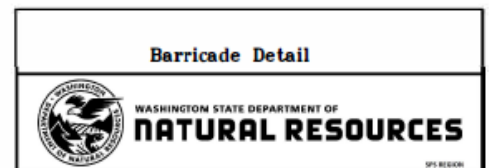


SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.

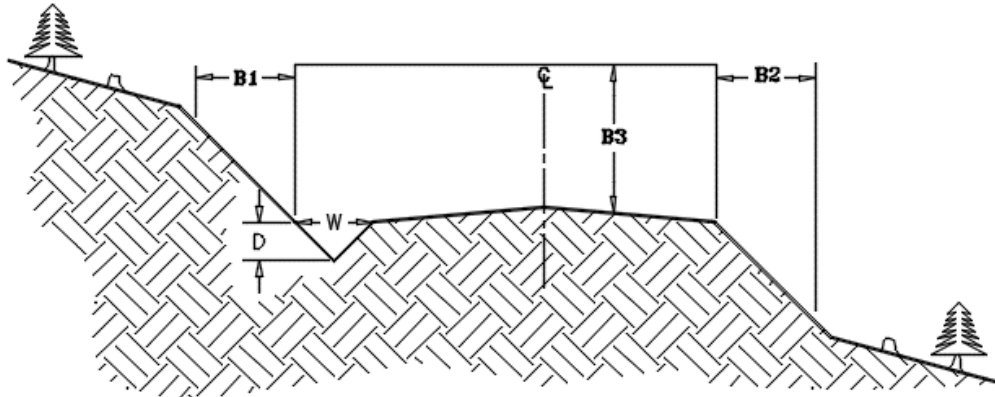
PLAN VIEW



PROFILE VIEW



## BRUSHING DETAIL (not to scale)



## BRUSHING LIST

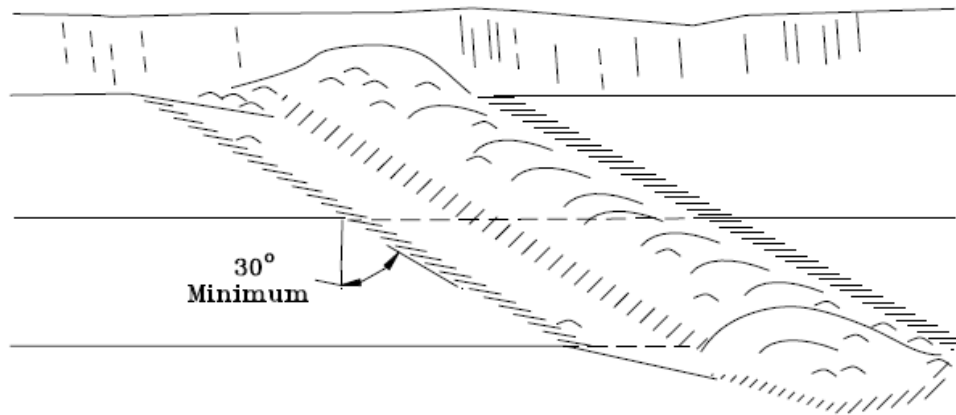
Road Number	Stations	Road Width (feet)	Ditch		Brushing Limits (feet)			Remarks  <u>In addition to brushing...</u>
			Width (feet)	Depth (feet)	B1	B2	B3	
D-8000	40+00 to 79+70	Variable	3	1	6	6	14	Remove brush an extra 16 feet on the inside of curves to provide extra visibility on switchbacks and curves

B1 extends horizontally the specified distance in feet from the back of the ditch. B2 extends horizontally the specified distance in feet from the outside edge of the running surface. Brush is defined as all non-merchantable vegetative material found within the specified limits, up to 6 inches in diameter. Brush must be cut to a height of 3 inches above the ground. Brush that is cut shall be removed to a specified vegetative waste area or the downhill side of the road and placed such that it will not block ditches, ditch-outs, or drainage structures. Signs, culverts, culvert location markers, or any other identification features damaged by brushing shall be replaced at the Purchasers expense.

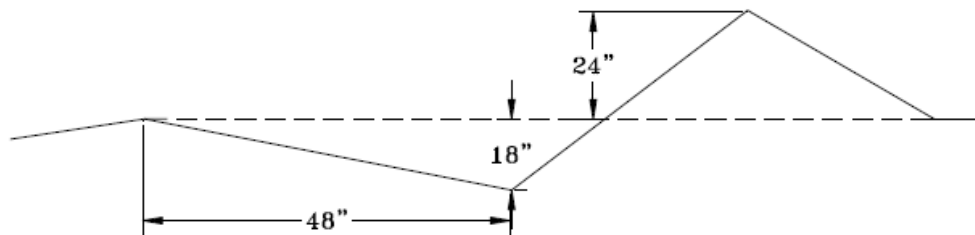


# Non-Drivable Water Bar Detail

## Cross Ditch

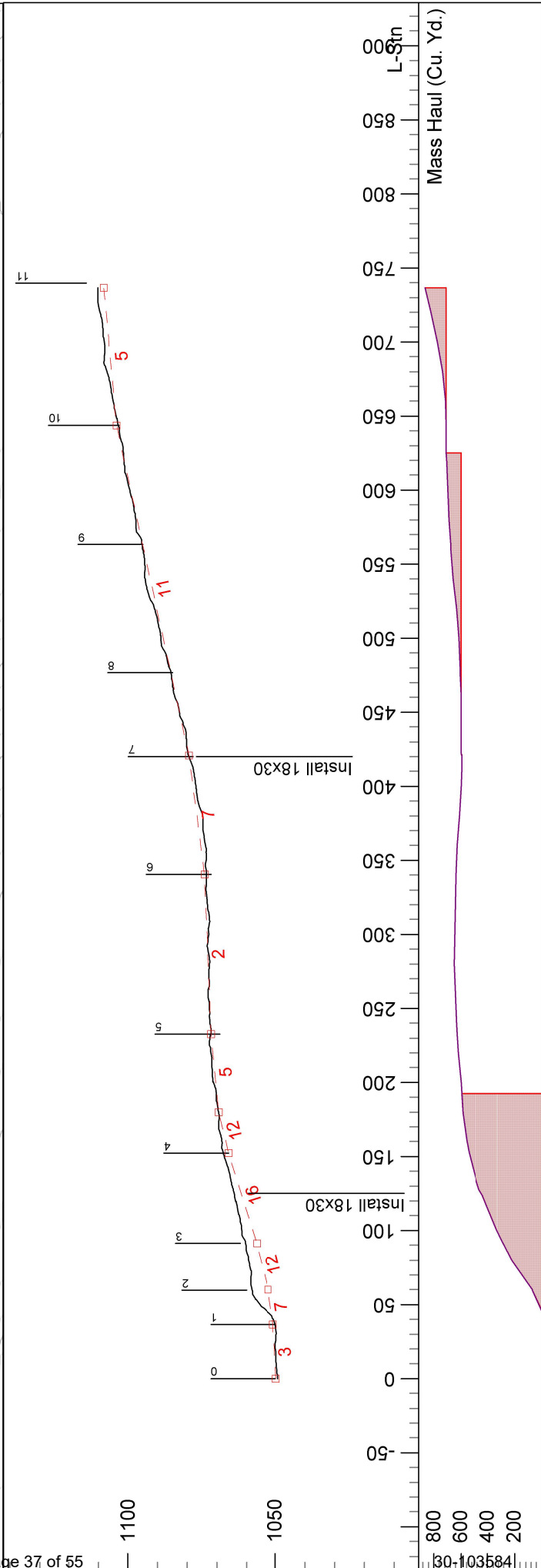
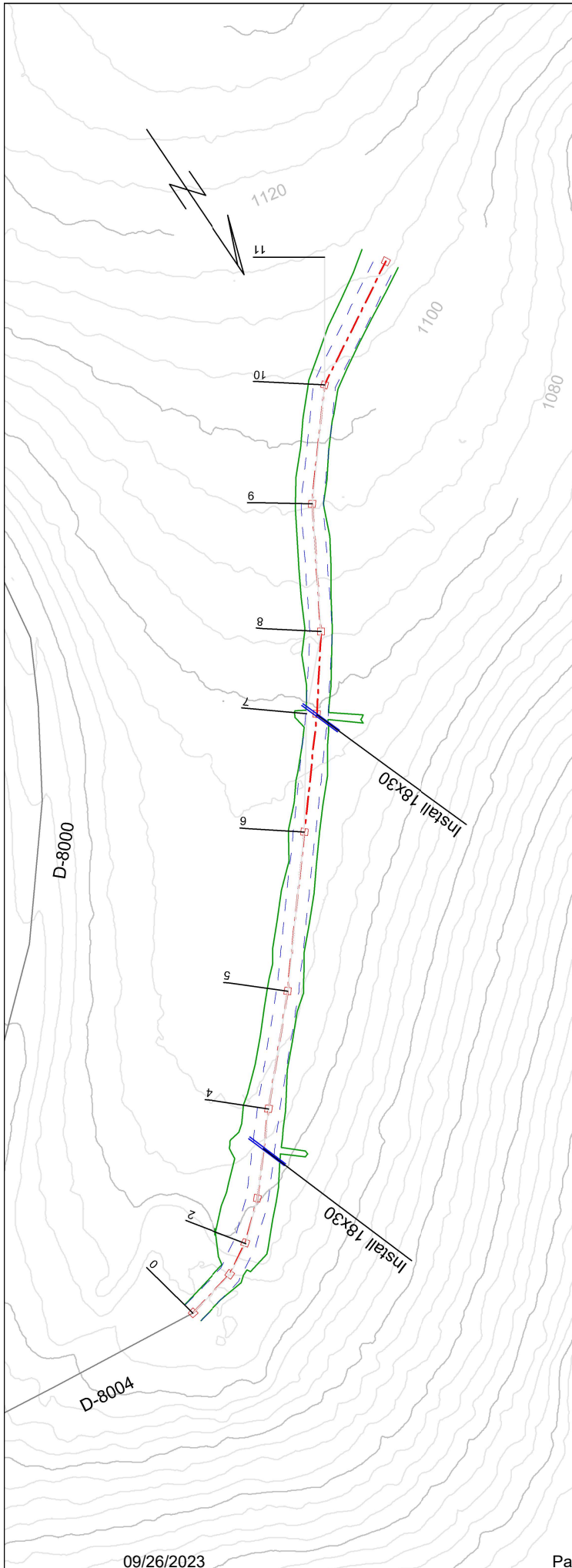


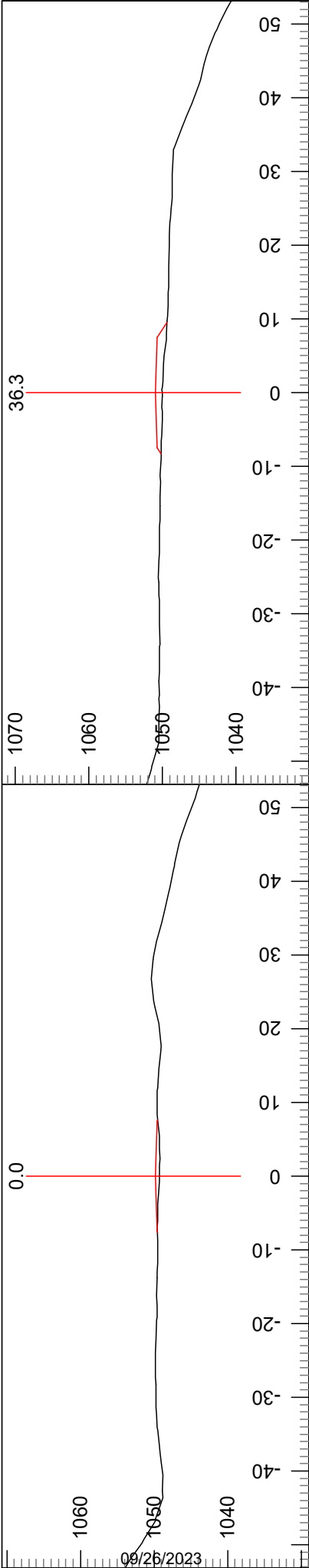
## Cross Section at Centerline



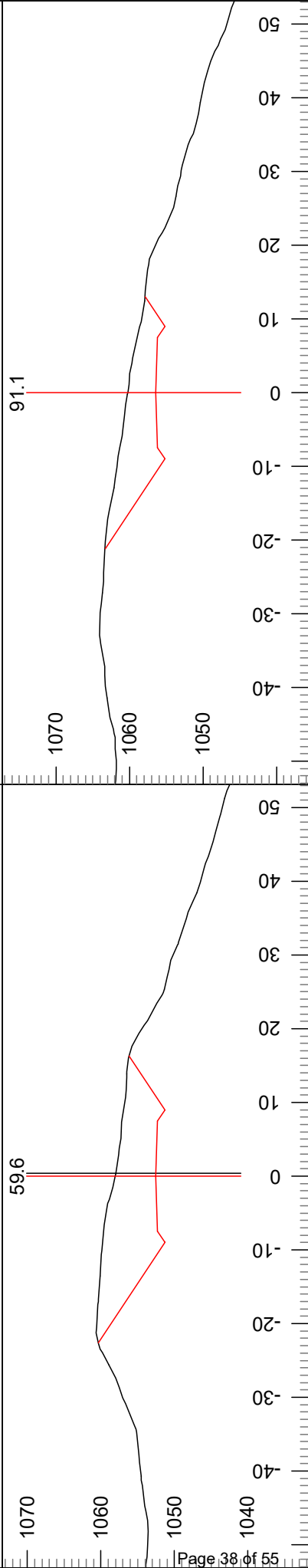
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Drawn by: M.A.D.



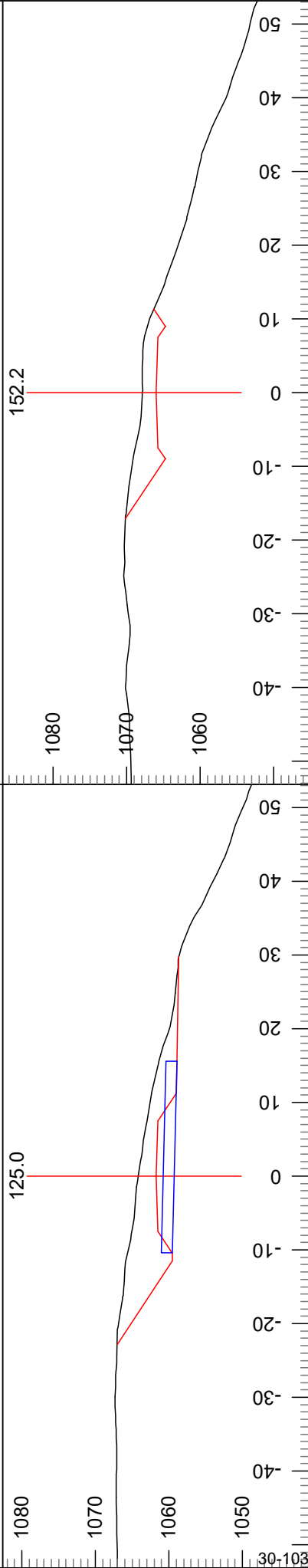




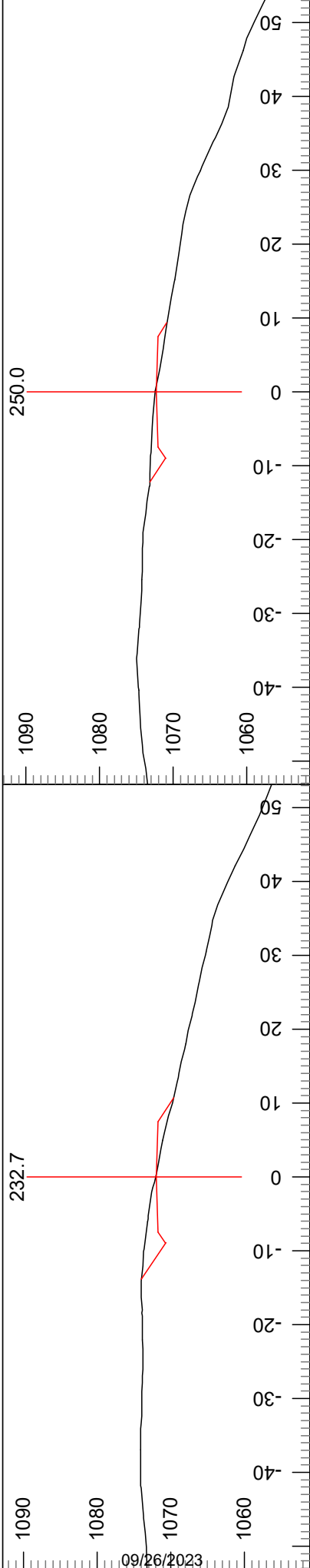
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L-Stn : 0.0 H. Offset: 0.0 Cul DIA:



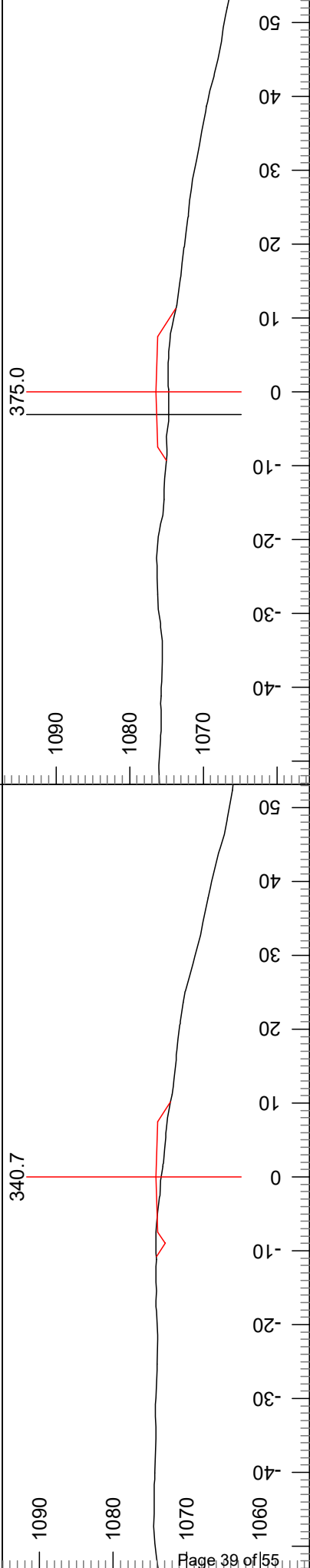
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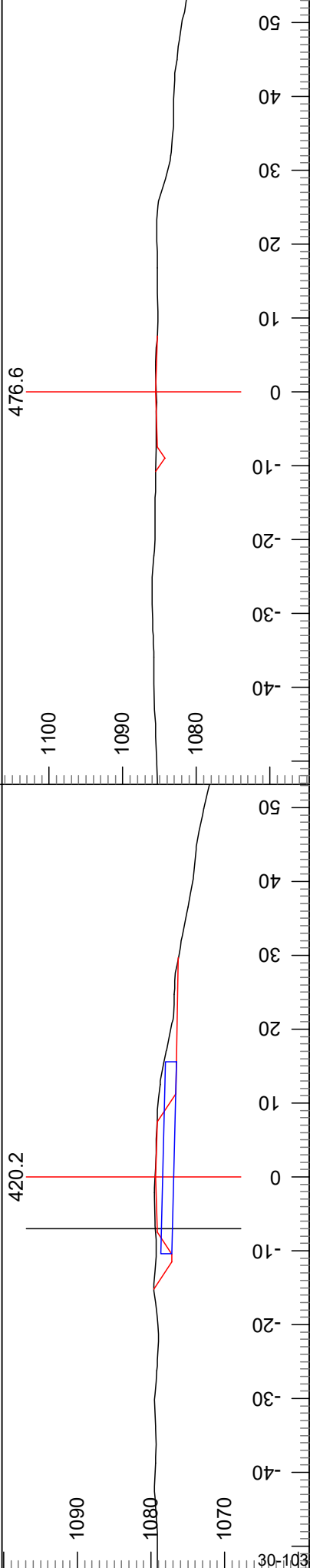
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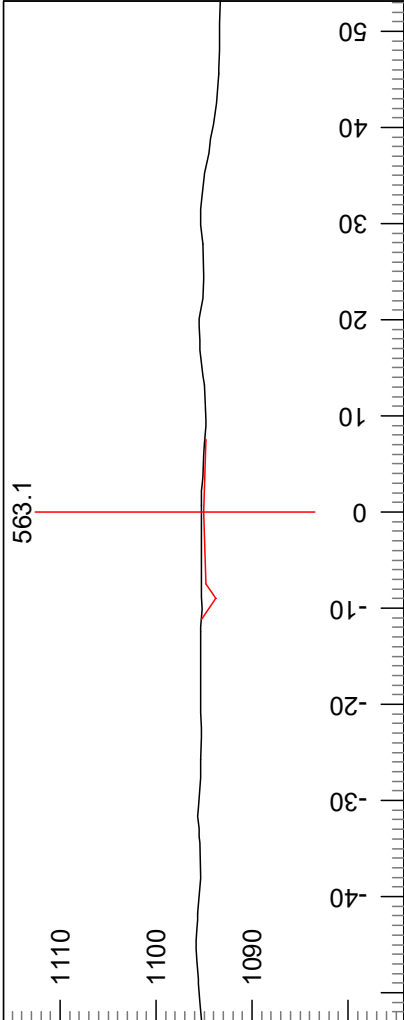
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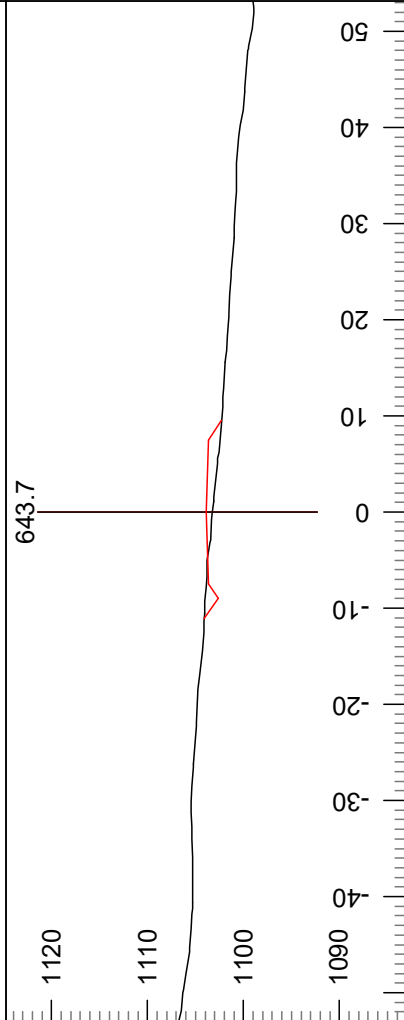
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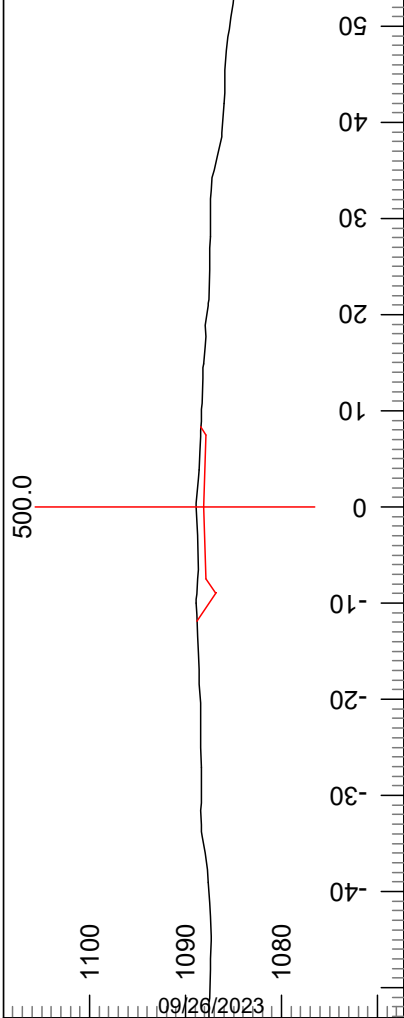
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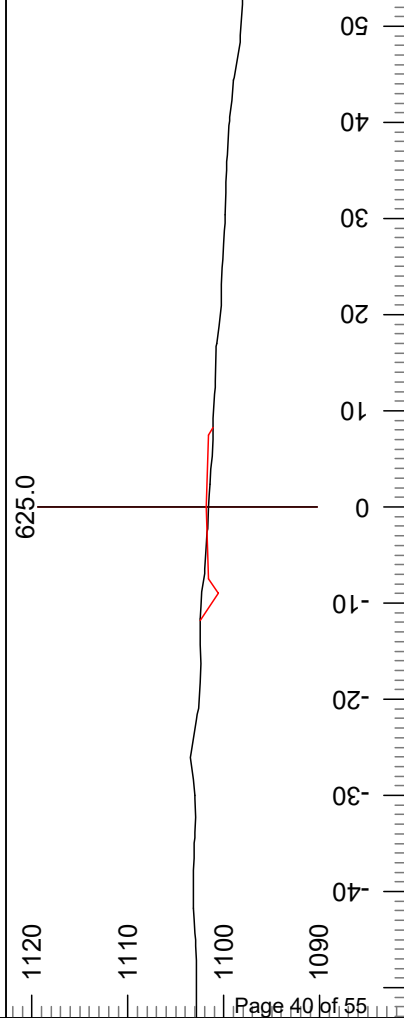
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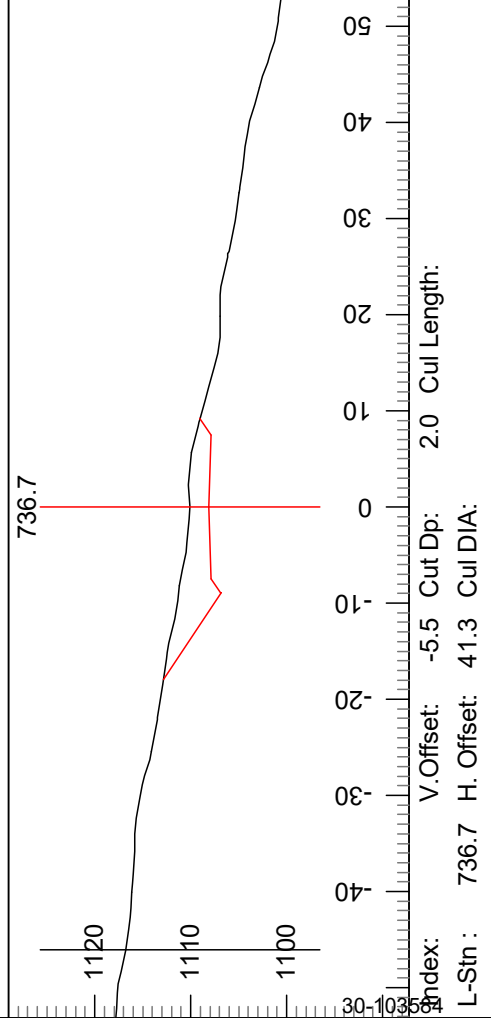
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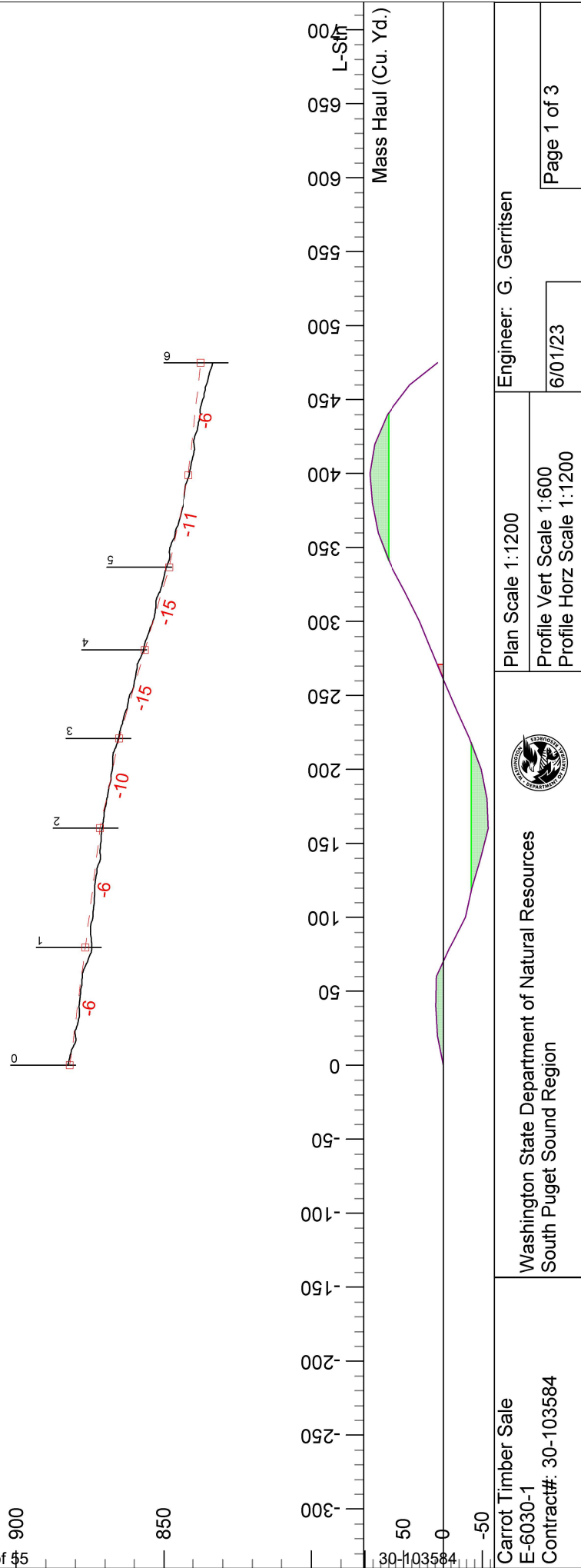
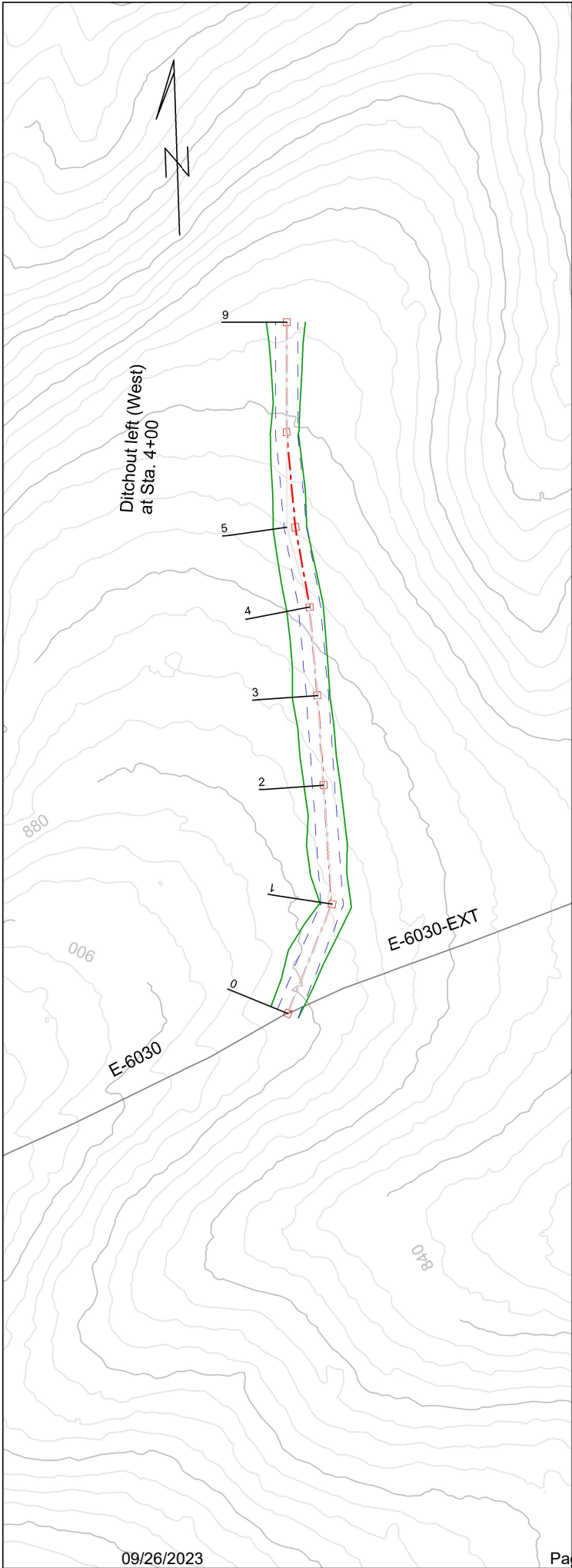
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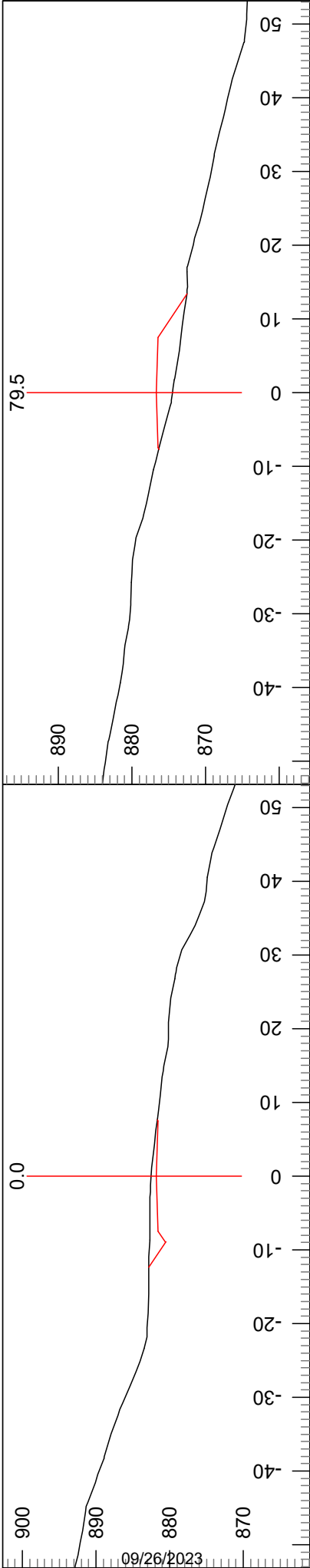


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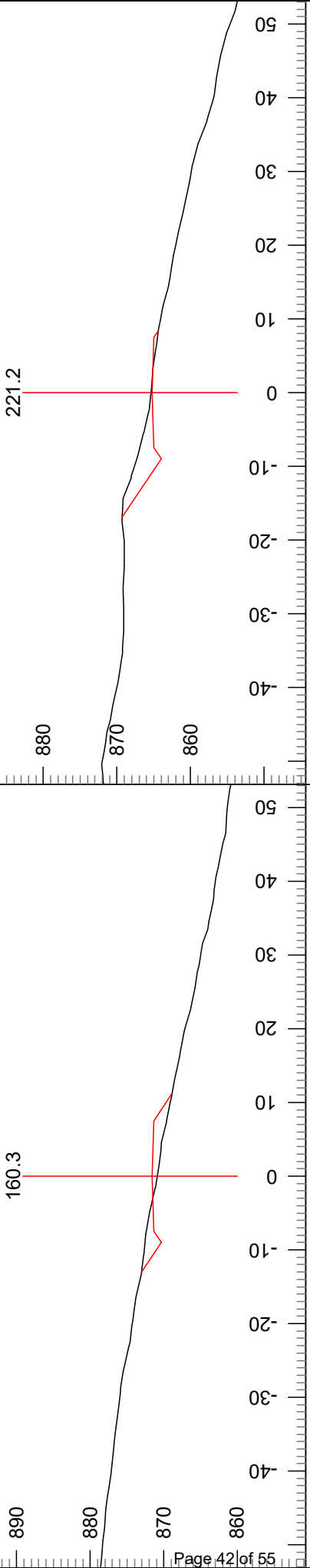


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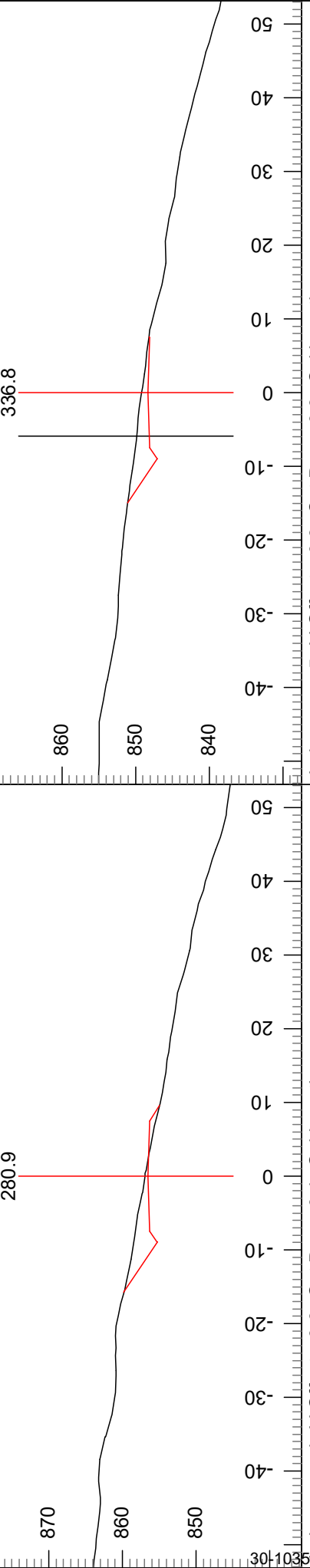




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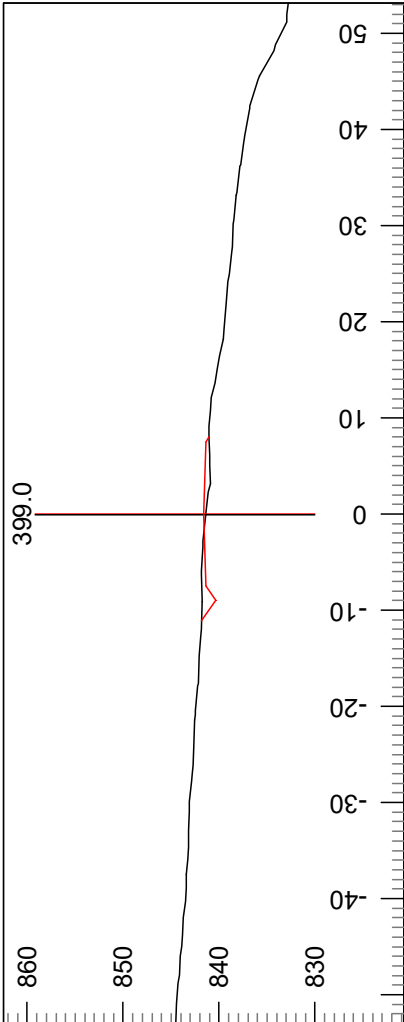


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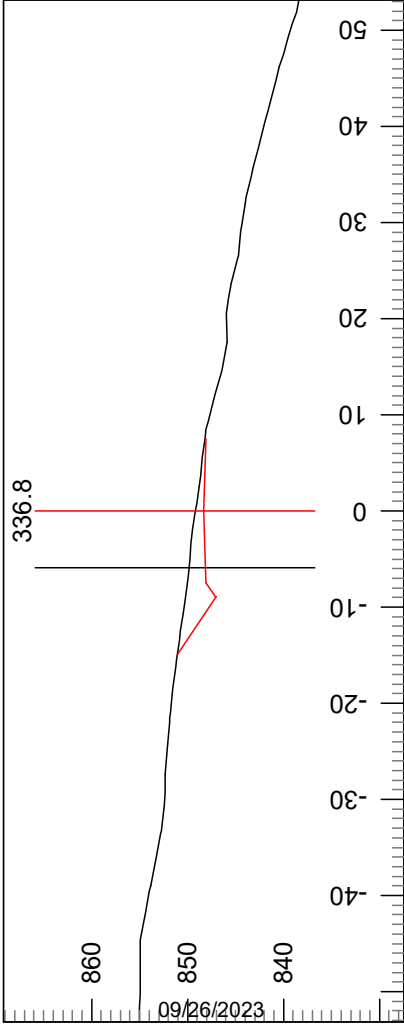


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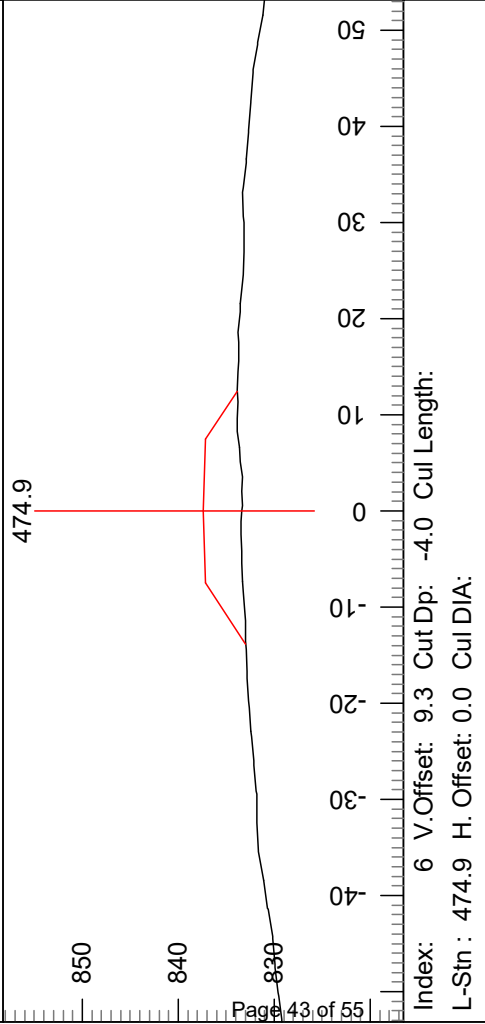
	Washington State Department of Natural Resources South Puget Sound Region		Engineer: G. Gerritsen
	Carrot Timber Sale E-6030-1 Contract#: 30-103584	Section Scale 1:240	6/01/23 Page 2 of 3



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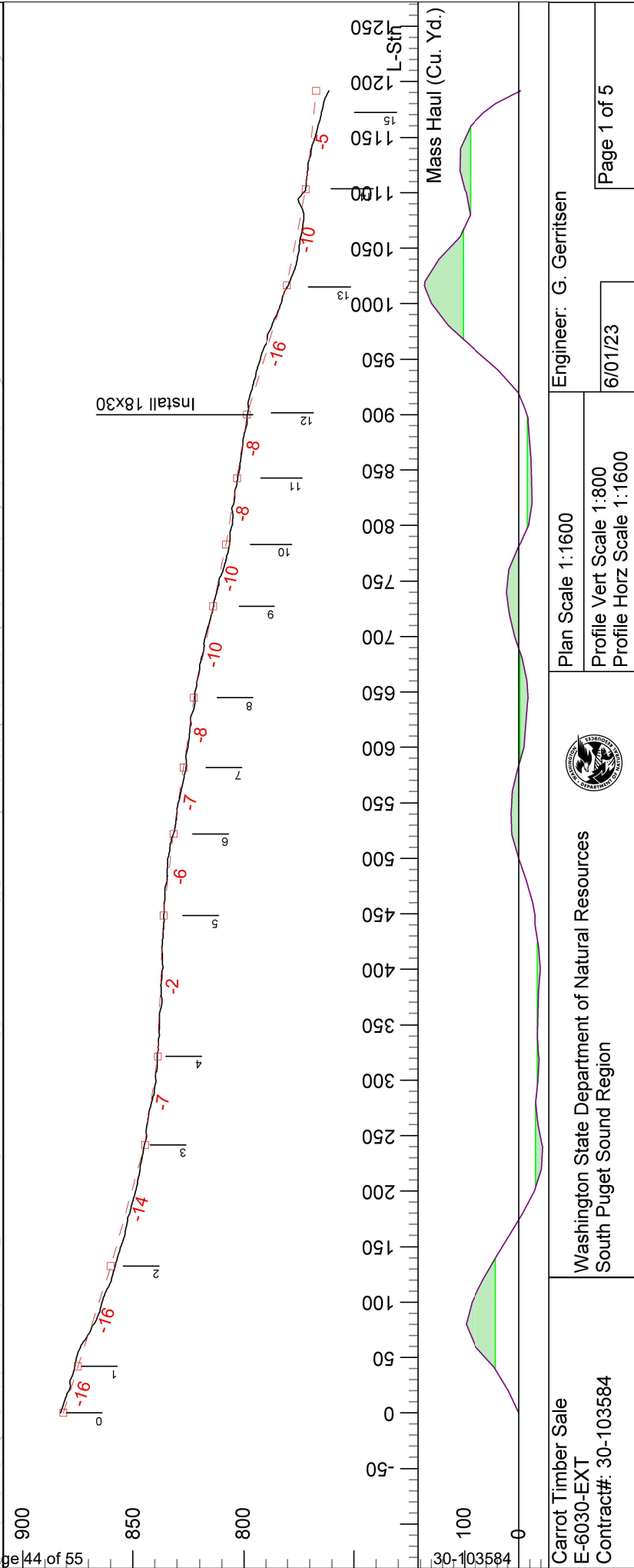
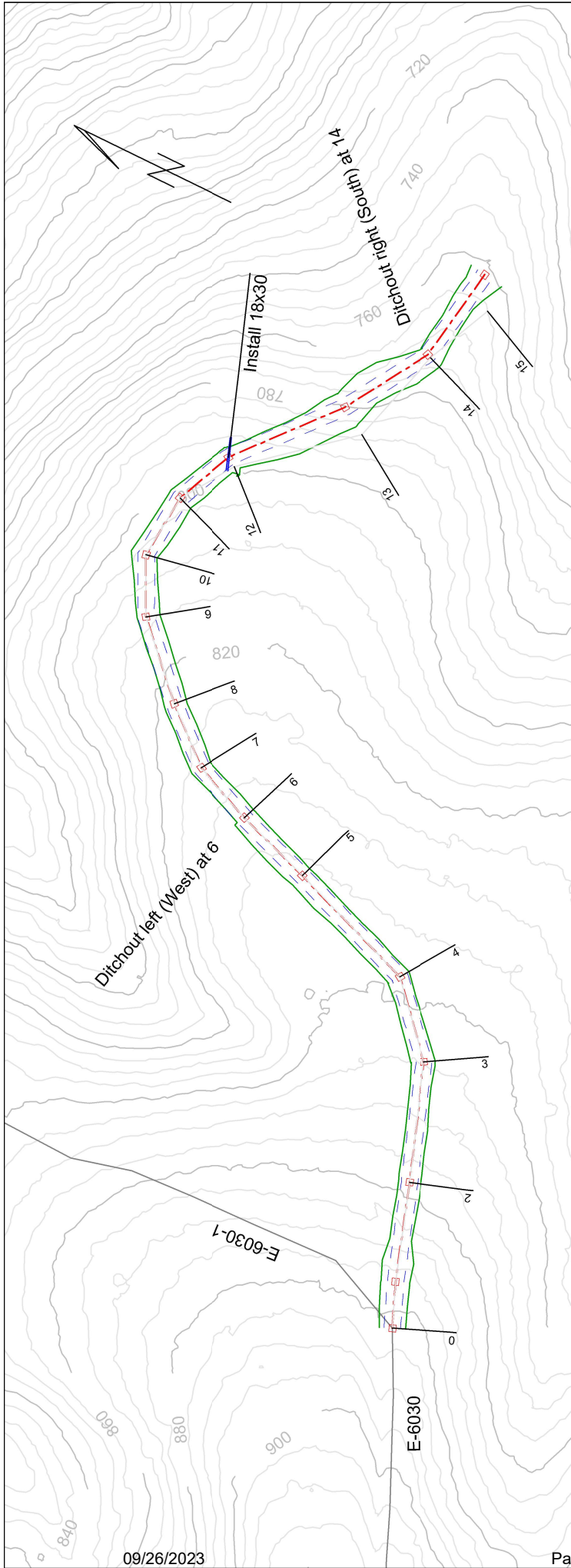


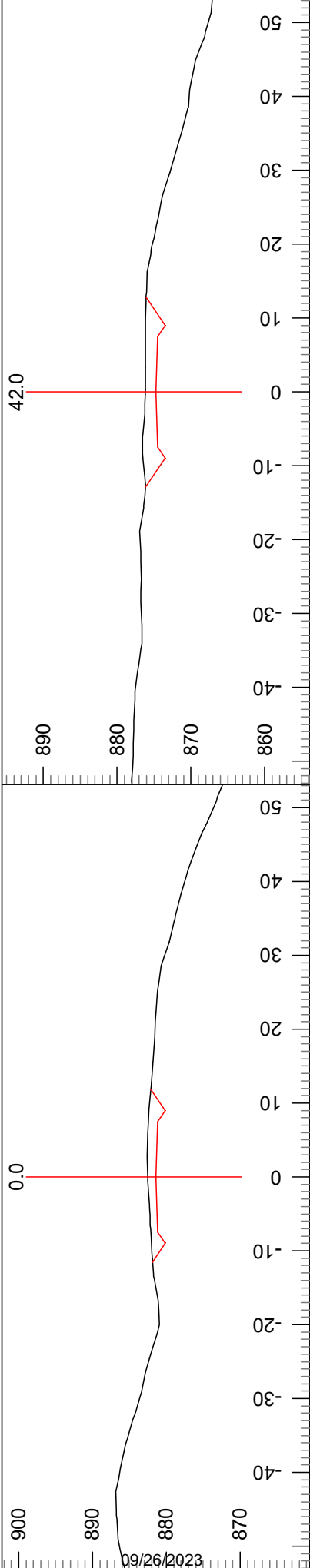
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Carrot Timber Sale E-6030-1 Contract#: 30-103584	 Washington State Department of Natural Resources South Puget Sound Region	Engineer: G. Gerritsen	Page 3 of 3
		Section Scale 1:240 6/01/23	

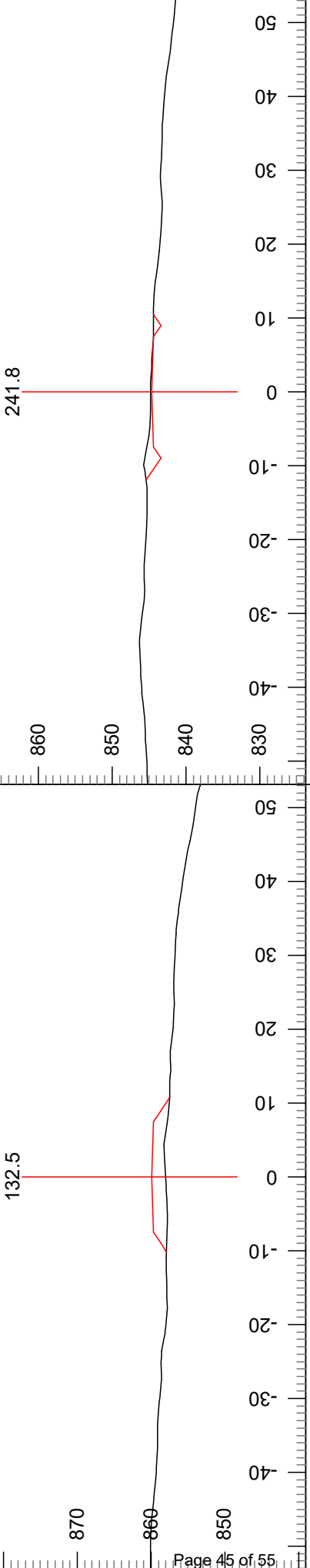




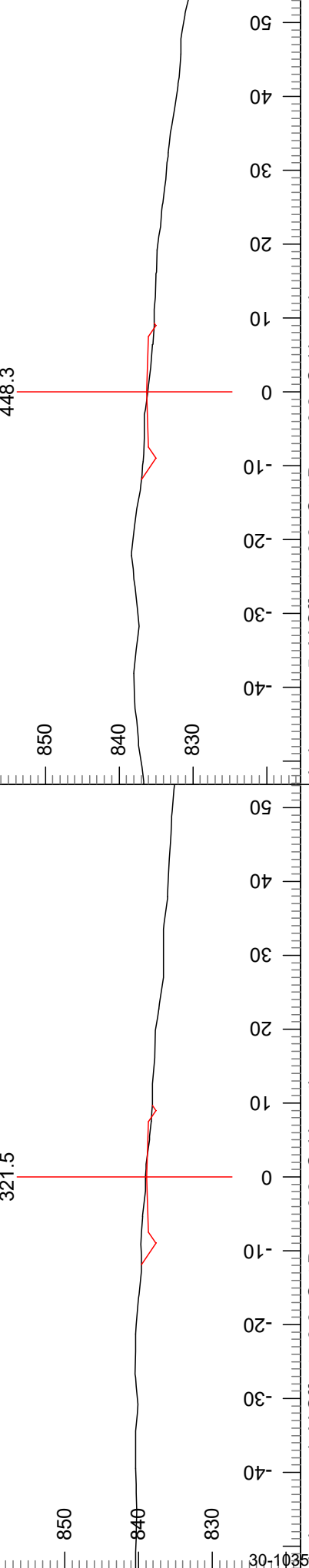




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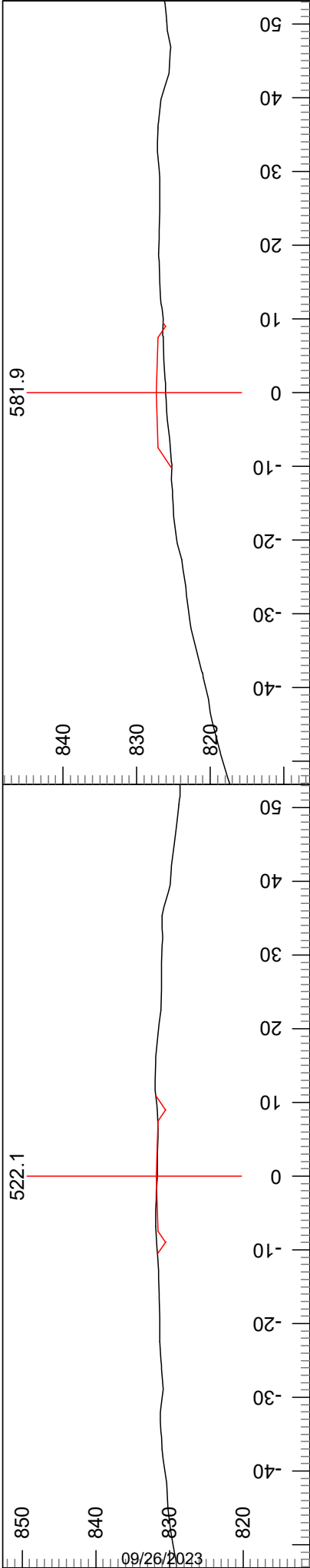
Washington State Department of Natural Resources  
South Puget Sound Region

Carrot Timber Sale  
E-6030-EXT  
Contract#: 30-103584

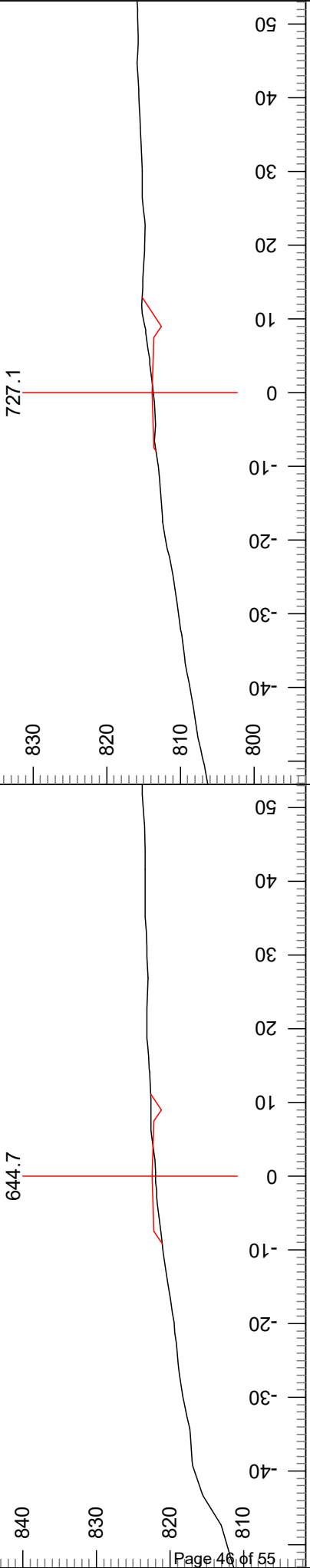
Section Scale 1:240

Engineer: G. Gerritsen  
6/01/23

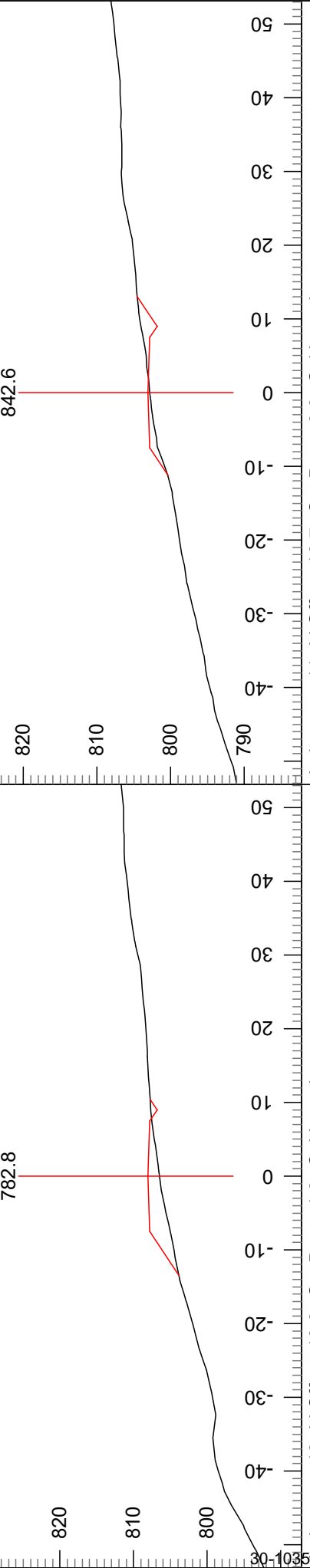
Page 2 of 5



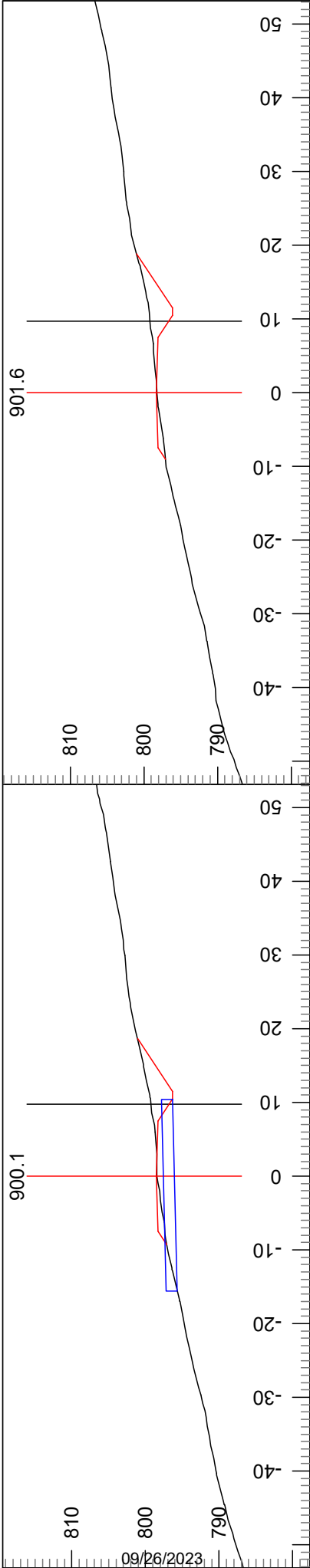
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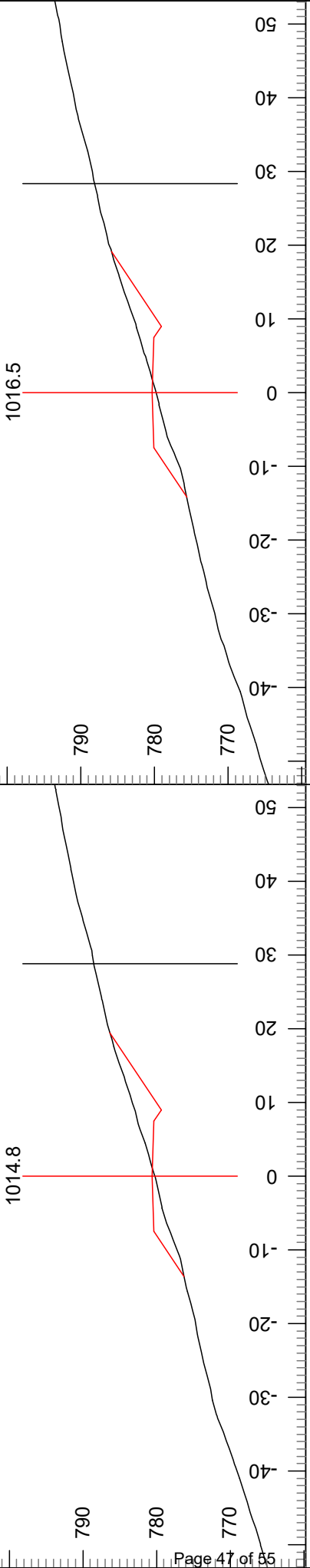
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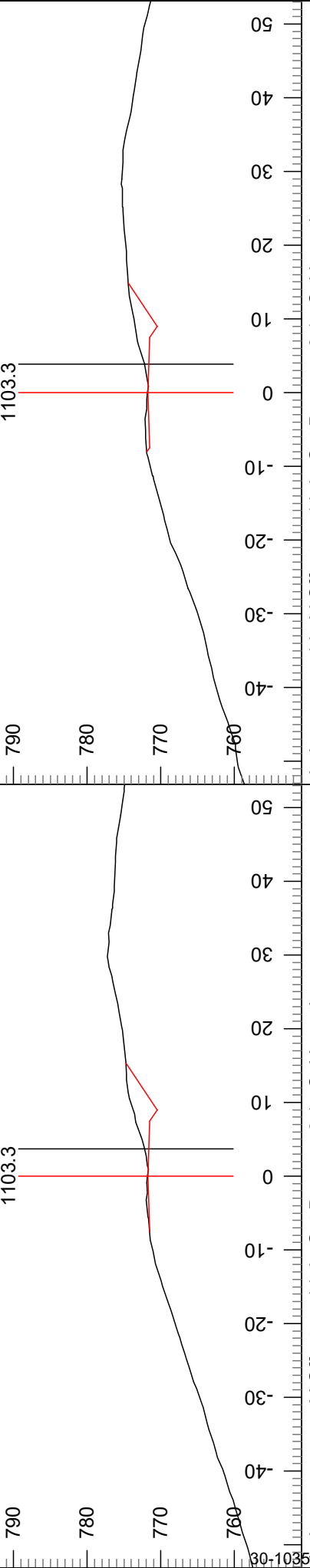
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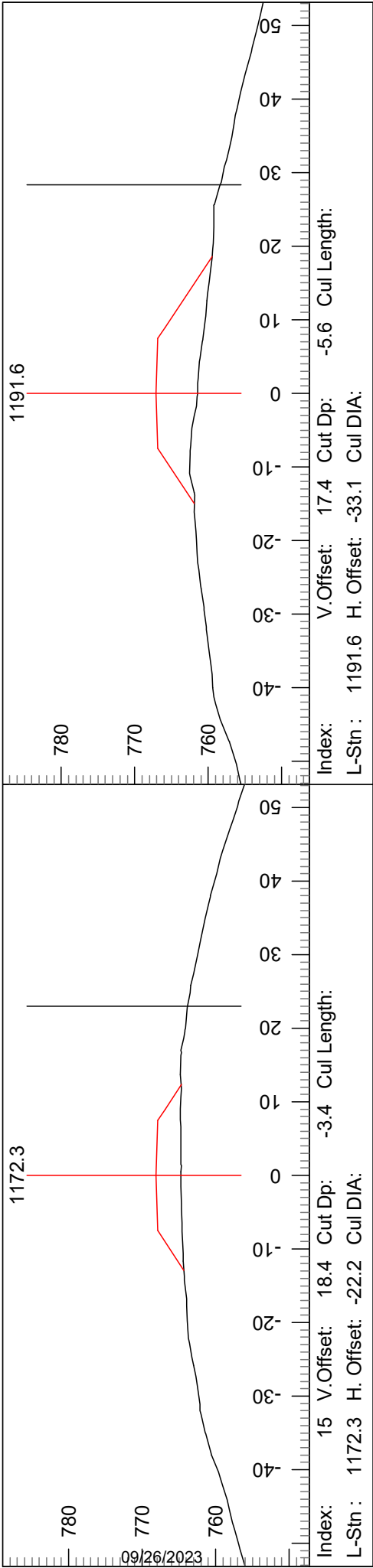
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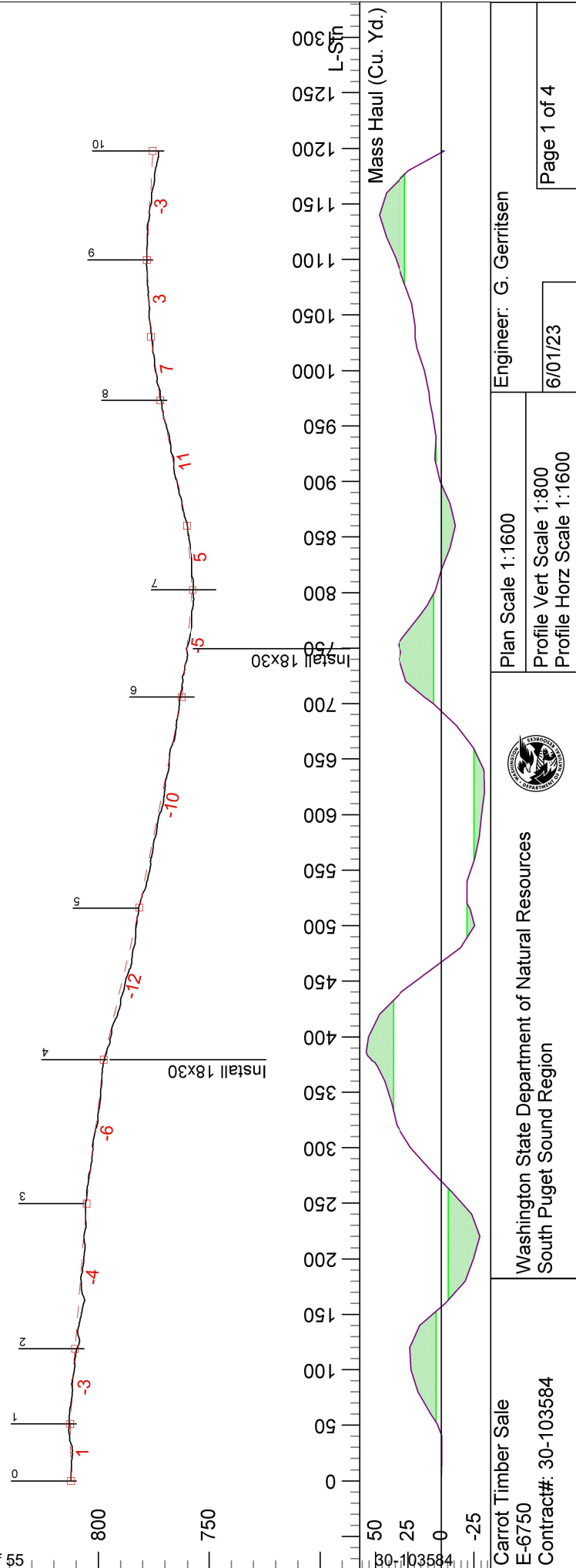
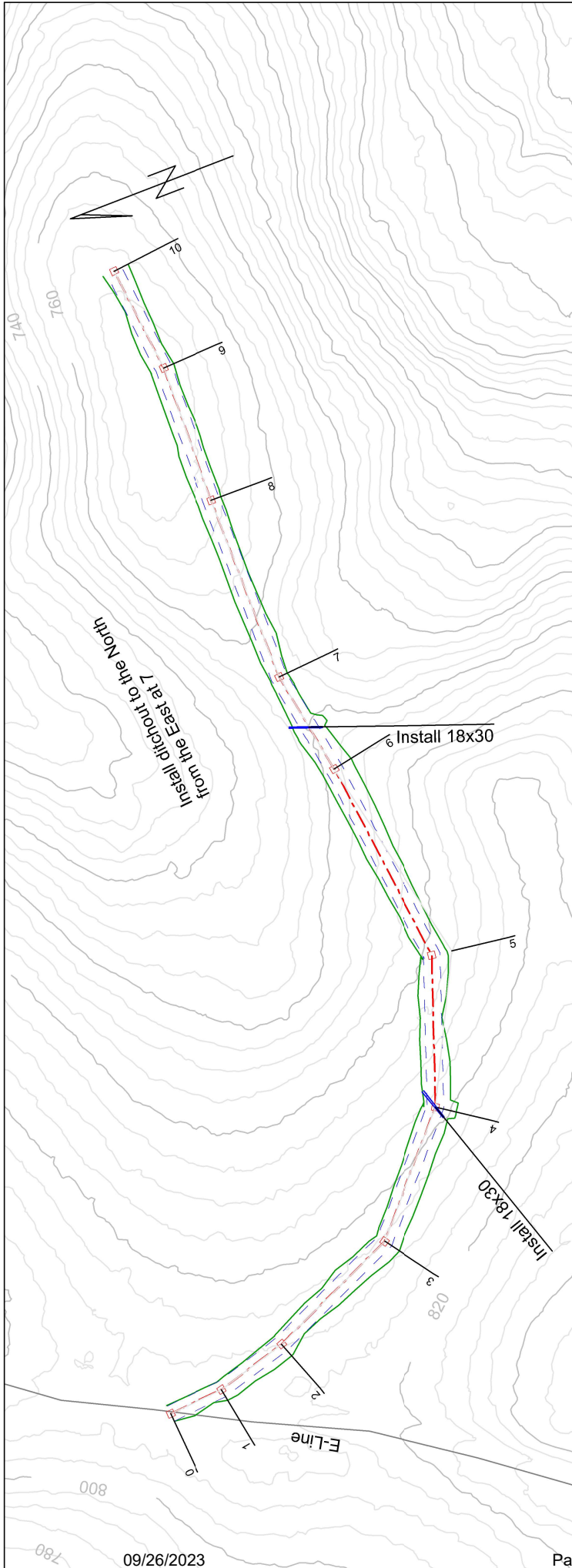


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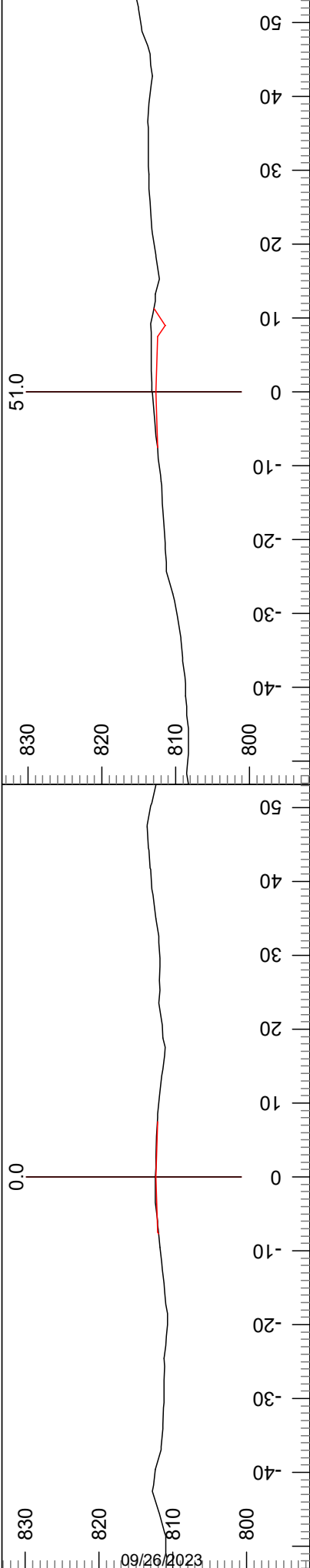


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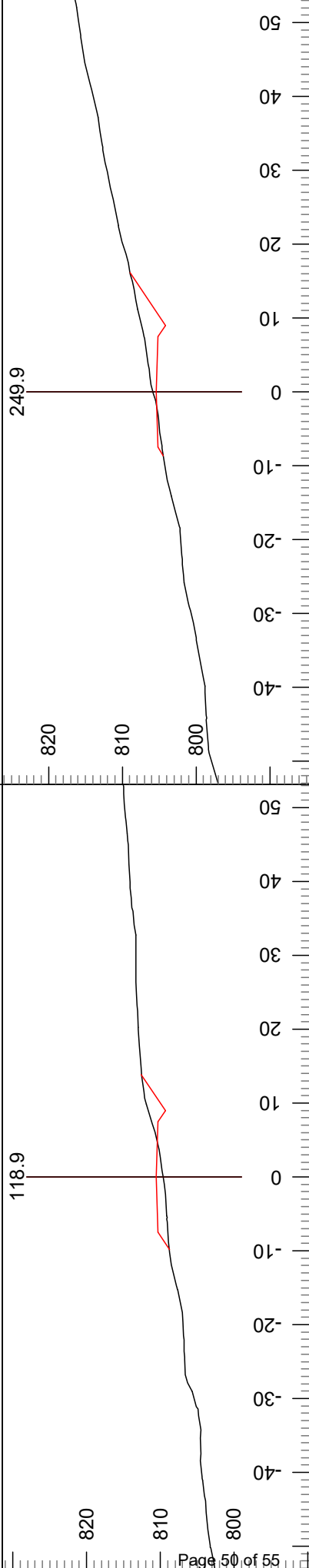




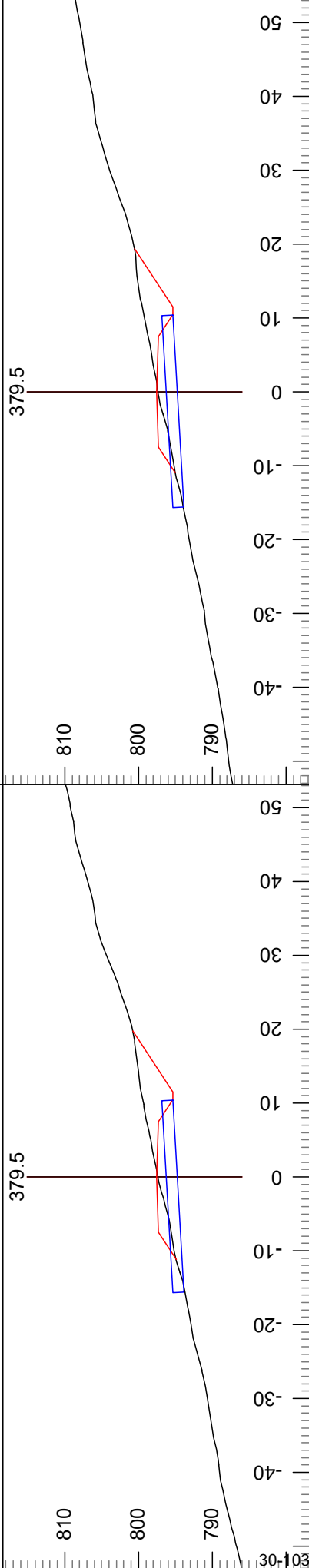




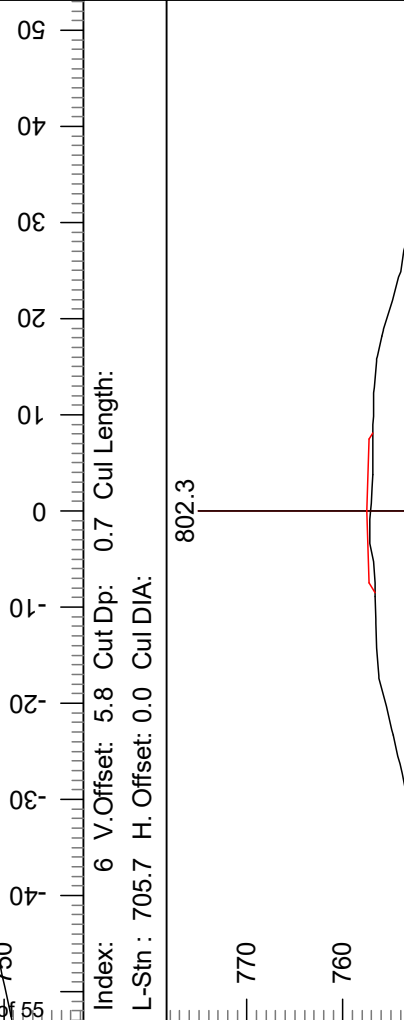
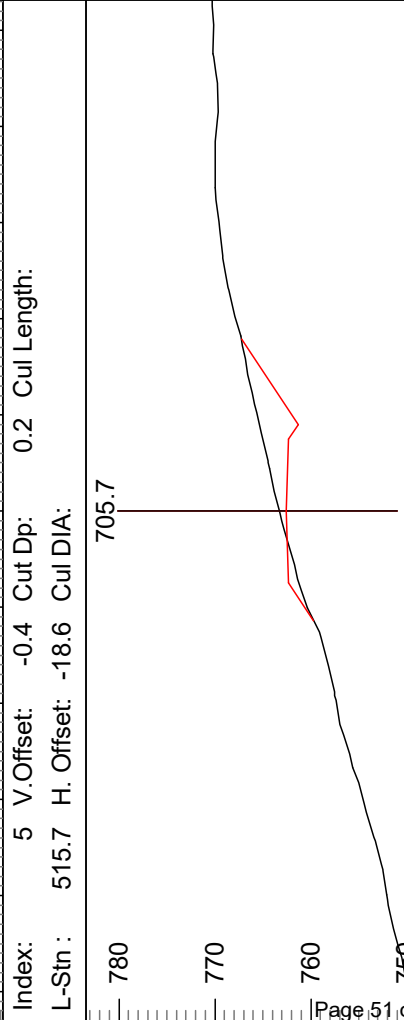
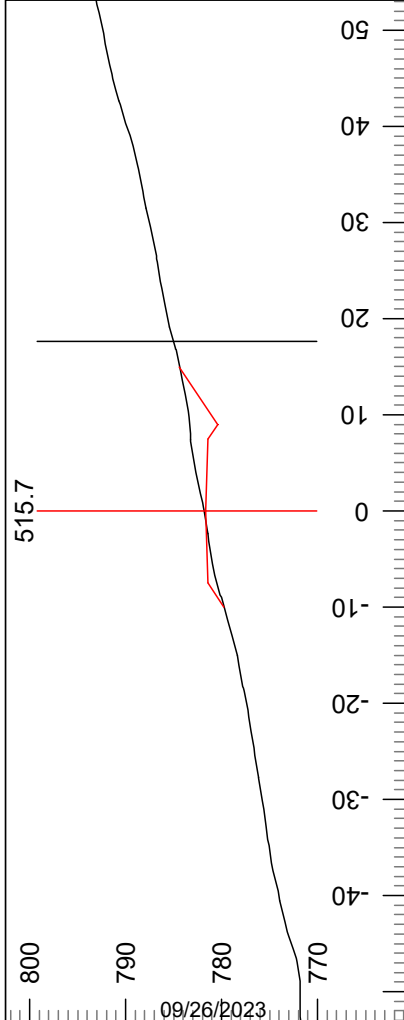
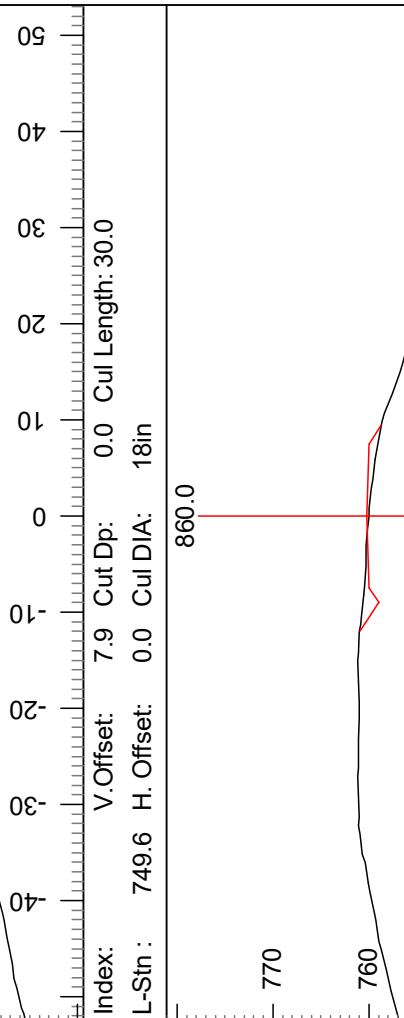
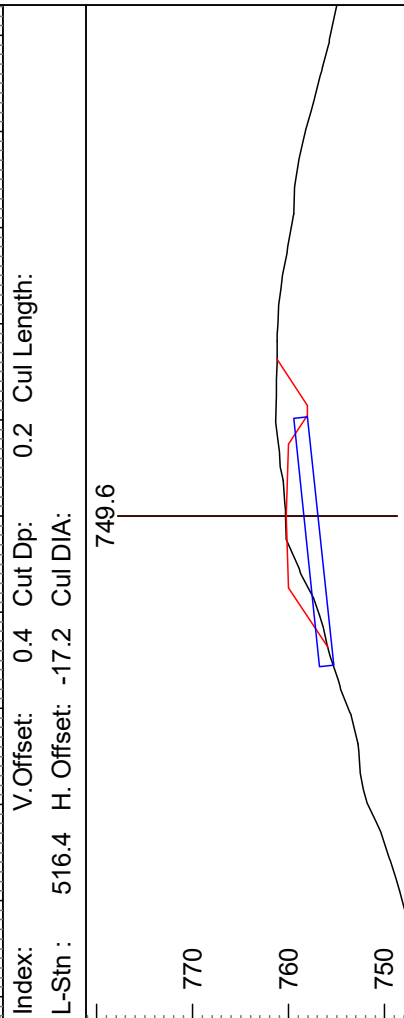
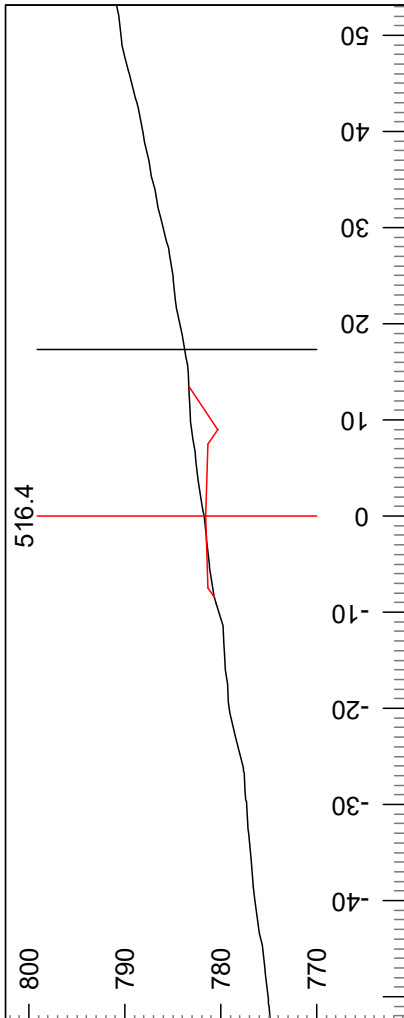
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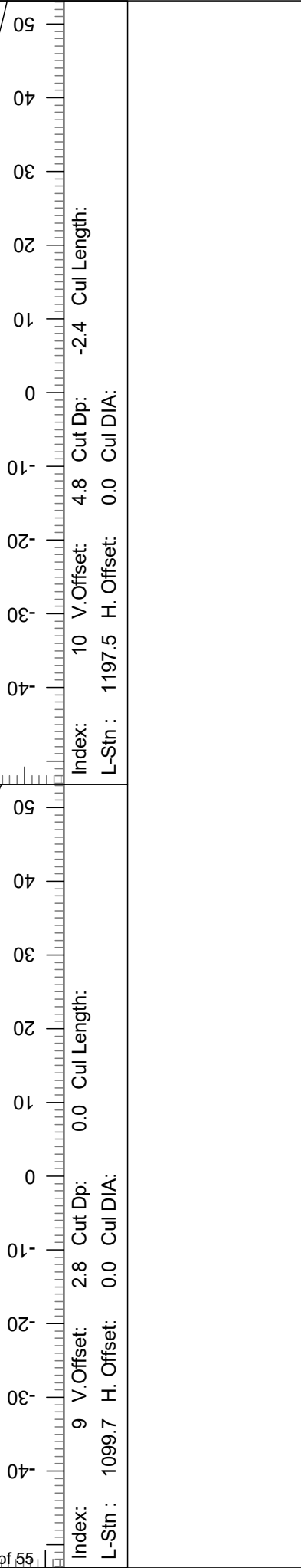
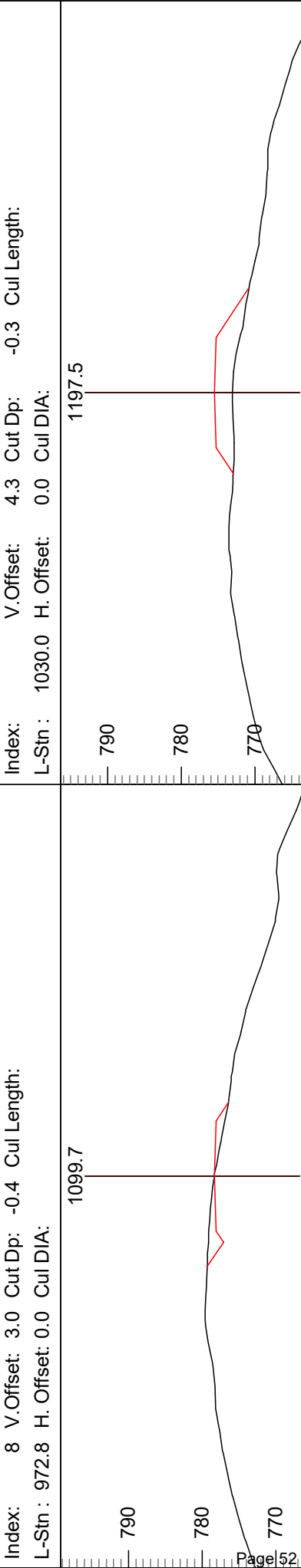
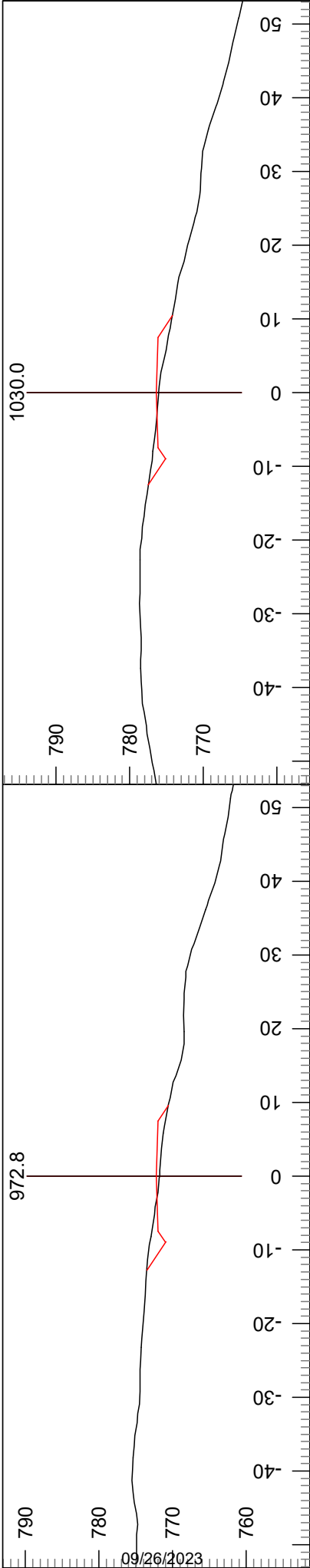
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Index: V.Offset: 1.3 Cut Dp: -0.2 Cul Length: 30.0  
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30-103584

Carrot Timber Sale  
E-6750  
Contract#: 30-103584



Washington State Department of Natural Resources  
South Puget Sound Region

Engineer: G. Gerritsen

Section Scale 1:240

6/01/23

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# SCOTT PAPER QUARRY DEVELOPMENT PLAN

SE ¼ NW ¼ Section 8, Township 16 North, Range 03 West, W.M.

(Pg. 1 of 3)

## General:

1. Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator 5 calendar days prior to any drilling.
2. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before blasting operations. Access roads and recreational trails in the area shall be blocked prior to blasting operations.
3. Oversize material left in quarry at the conclusion of operation shall be placed in "Area D" and shall not exceed 500 cubic yards. Any excess oversize material generated shall be reduced in size to a 4-inch jaw run rock (clause 6-37). Oversize material is defined as rock fragments larger than 2 feet in any dimension.
4. All vegetation including stumps shall be cleared a minimum of 35 feet beyond the top of all working faces. Surface shall be scalped of all overburden within 20 feet of working face at all times. Overburden cut slopes shall be sloped no steeper than 1:1.
5. Endhaul overburden to waste area at station 86+60 on the E-8600 road. Additional locations may be used if approved in writing by the Contract Administrator. Root wads and organic debris larger than one cubic foot in volume shall be separated from overburden material and piled in the vegetative waste area as shown on the Scott Paper Quarry Development Plan.
6. Maximum face height shall be 30 feet.
7. The minimum width of benches shall be 20ft.
8. Quarry walls shall be maintained in a condition to minimize the possibility of the walls sliding or failing.
9. Quarry floor shall have continuity of slope and be left in a smooth and neat condition, providing positive drainage. No ponding will be allowed.
10. All operations shall be carried out in compliance with all regulations of:
  - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
  - b. "Safety Standards for Construction Work" (296-155 WAC), Washington Department of Labor and Industries.
11. At the end of operation, benches shall have safety berms constructed or access blocked to highway vehicles. Berms shall be at least mid-axle height of the largest self-propelled mobile equipment which usually travels adjacent to benches. Upon completion of operations in the quarry, the area will be left in a condition that will not endanger public safety, damage property, or be hazardous to animal or human life.
12. 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. Reclamation will not be required following use.
13. At the completion of rock source operations, Purchaser shall request written approval from the Contract Administrator for final rock source condition and compliance with the terms of this plan.
14. Quantity and quality of quarry material is not guaranteed by the State.
15. See "Scott Paper Quarry Planview, pg. 3 of 3" drawing for additional information.

## SCOTT PAPER QUARRY DEVELOPMENT PLAN

SE ¼ NW ¼ Section 8, Township 16 North, Range 03 West, W.M.

(Pg. 2 of 3)

### Specific Rock Source Work Requirements:

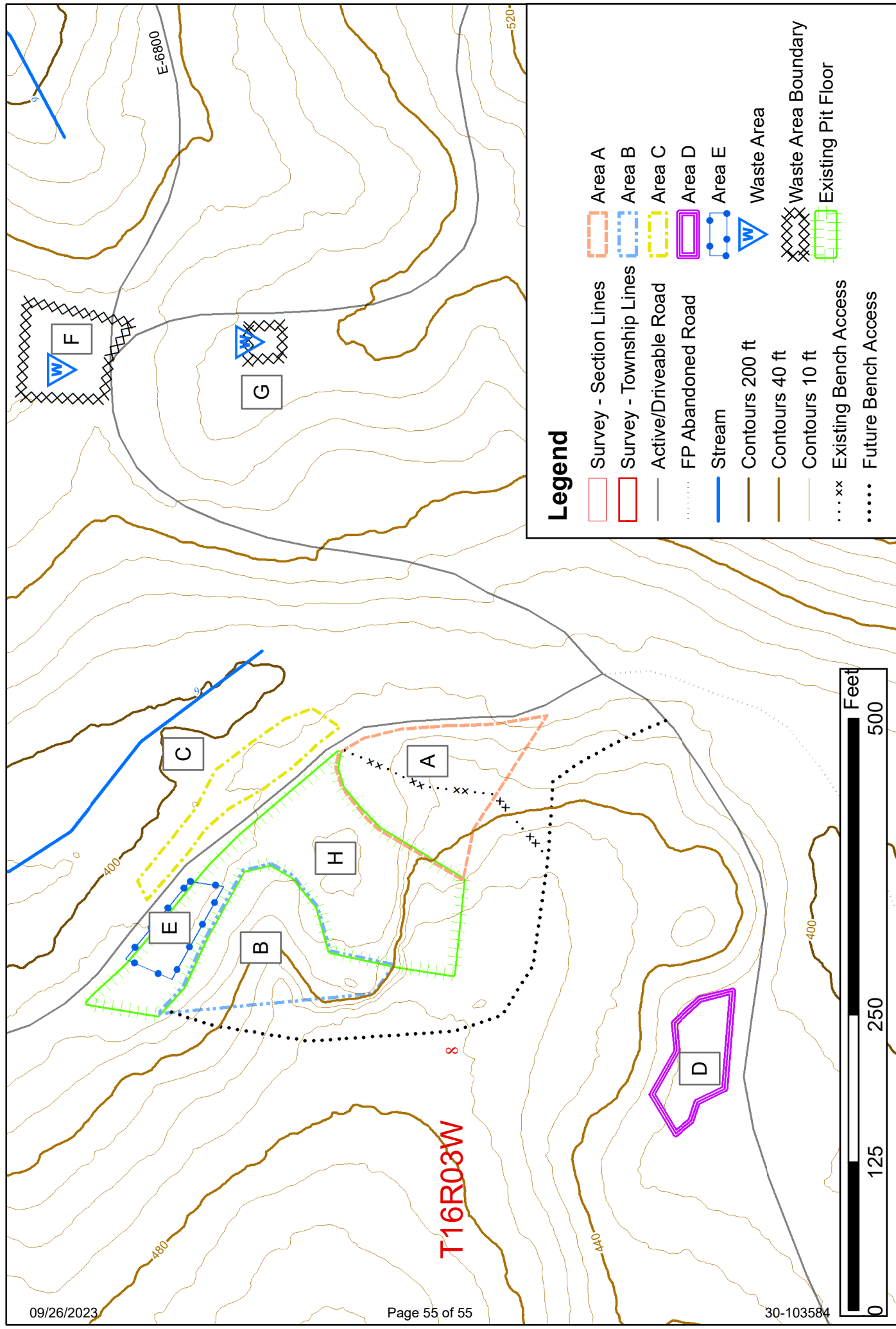
Points are shown on the Scott Paper Quarry Plan View, pg. 3 of 3.

Point	Requirements
A	Secondary work area to be developed, after area B is exhausted
B	Work area to be developed, after areas C and D are exhausted.
C	Oversize rock stockpile, to be crushed until the elevation of the stockpile is equal to the elevation of the adjacent road.
D	Secondary rock stockpile, to be crushed after area C is exhausted.
E	Existing 1.5-inch minus stockpile
F	Designated overburden storage area.
G	Designated vegetative waste storage area (30ft x 30ft).
H	Existing pit floor.

\*Updated 6/01/2022 by G. Gerritsen

# Scott Paper Quarry Development Plan Pg. 3 of 3

SE 1/4 NW 1/4 Section 8, Township 16 North, Range 03 West, W.M.



Note: Pit face contours are out of date, reference Existing Pit Floor boundary for current topography.

## DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 05-03)

**SUMMARY - ROAD DEVELOPMENT COSTS  
(FOR INTERNAL DNR USE ONLY)**UNIT: **Littlerock**SALE/PROJECT NAME: **Carrot**CONTRACT NUMBER: **30-103584**

LEGAL DESCRIPTION: T16R03W/R04W

ROAD NUMBER:	D-8004-EXT, E-6030-1, E-6030-EXT, E-6750	D-8004	D-Line-Y, D-8000, D-8600, D-8620, E-Line, E-6000, E-6030
TYPE:	CONSTRUCTION	RECONSTRUCTION	PRE-HAUL MAINT
NUMBER OF STATIONS:	36.02	3.00	213.24
AVG. SIDESLOPE:	16	35	
CLEARING AND GRUBBING:	\$4,150	\$255	
EXCAVATION AND FILL:	\$9,129	\$702	
MISC. MAINTENANCE:			\$25,380
ROCK TOTALS (Cu. Yds.):			
Ballast: 3191	\$67,968	\$0	\$0
Surface: 465	\$0	\$114	\$10,463
Quarry Spalls: 30	\$416	\$37	\$394
CULVERTS AND FLUMES:	\$4,044	\$809	\$2,811
STRUCTURES:	\$0	\$0	\$0
GENERAL EXPENSES:	\$6,857	\$230	\$3,514
MOBILIZATION:	\$4,543	\$4,543	\$4,543
TOTAL COSTS:	\$97,107	\$6,690	\$47,106
COST PER STATION:	\$2,696	\$2,230	\$221
ROAD DEACTIVATION AND ABANDONMENT COSTS:		\$6,929	

NOTE: This appraisal has no  
allowance for profit and risk.

TOTAL (All Roads) =	\$157,832
SALE VOLUME MBF =	3,479
TOTAL COST PER MBF =	\$45.37

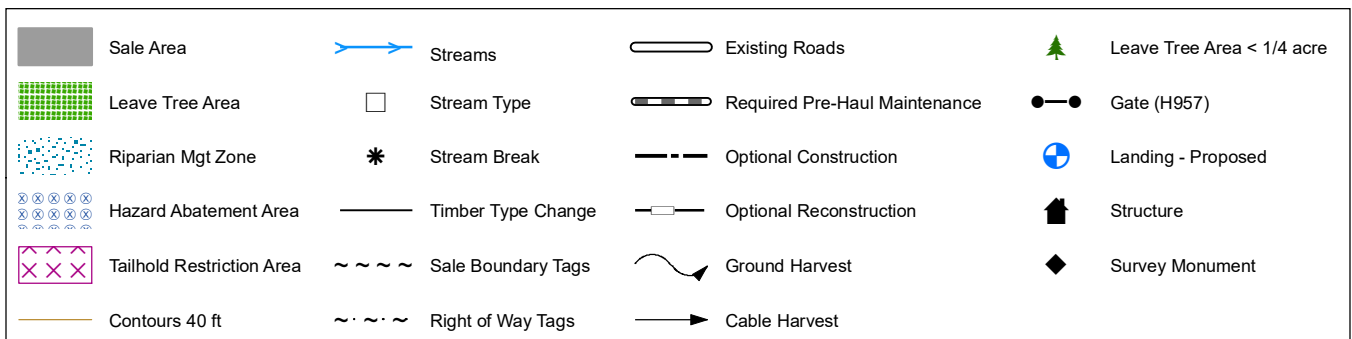
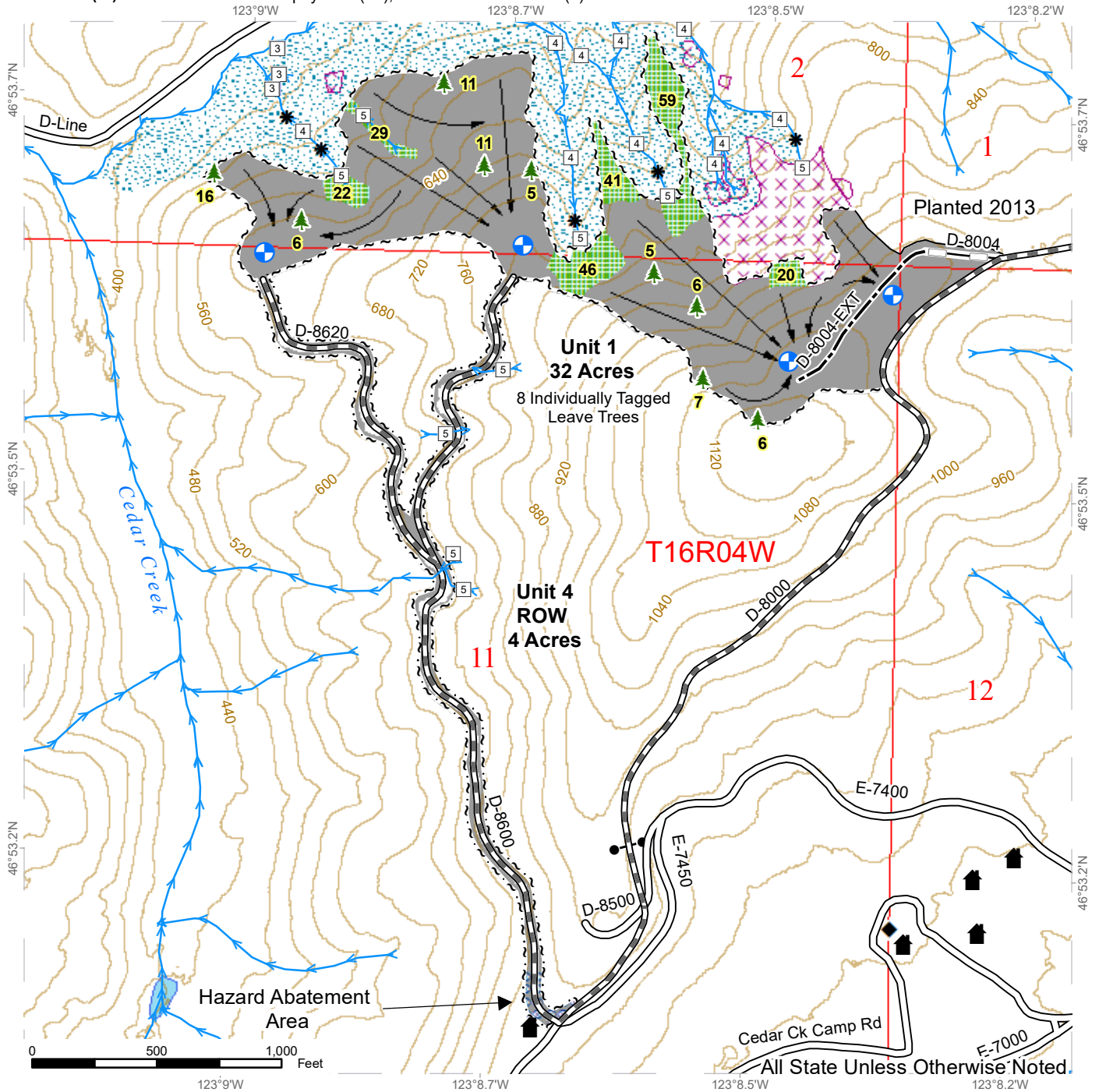
Plans to be furnished by:  
Sheet 1 of 5

Compiled by: G. GerritsenDate: 06/09/23

# LOGGING PLAN MAP

**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

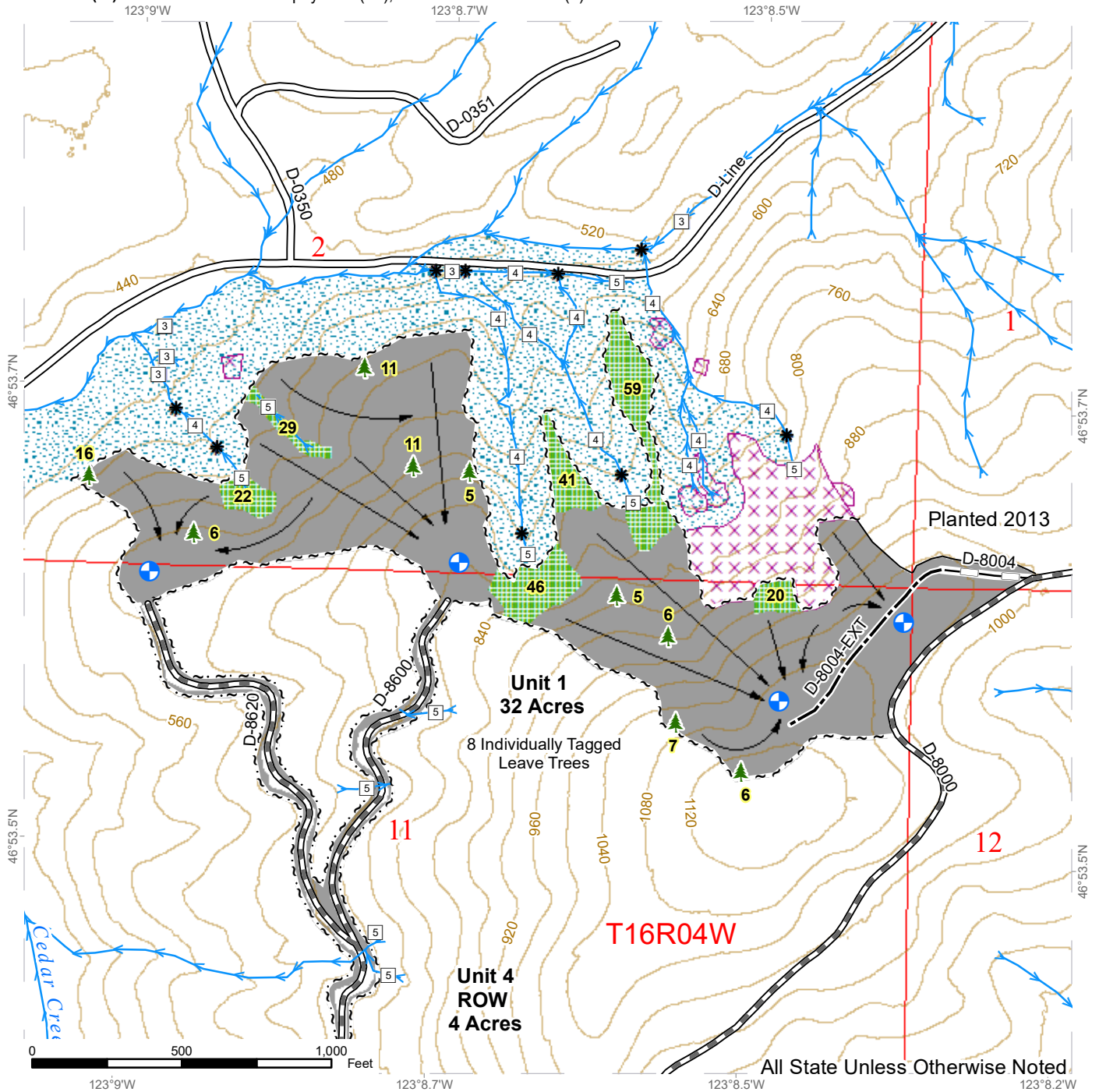
**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200



# LOGGING PLAN MAP

**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200



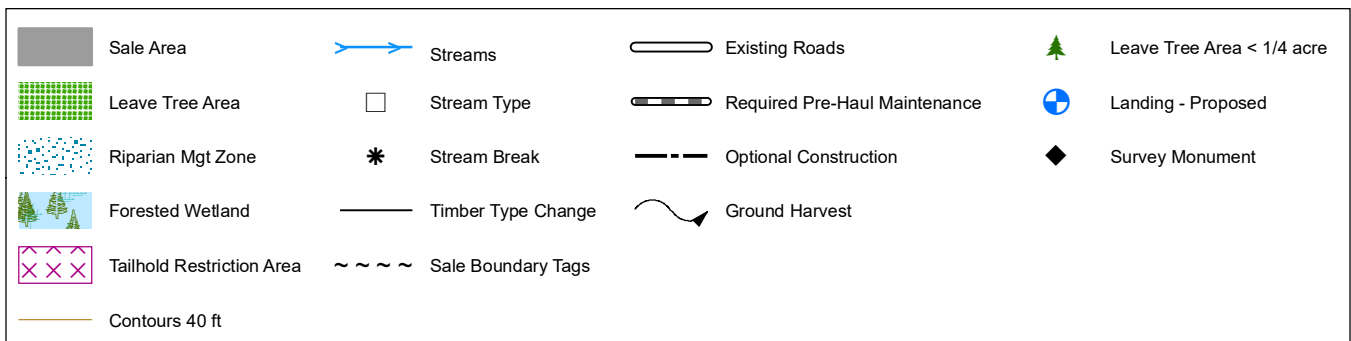
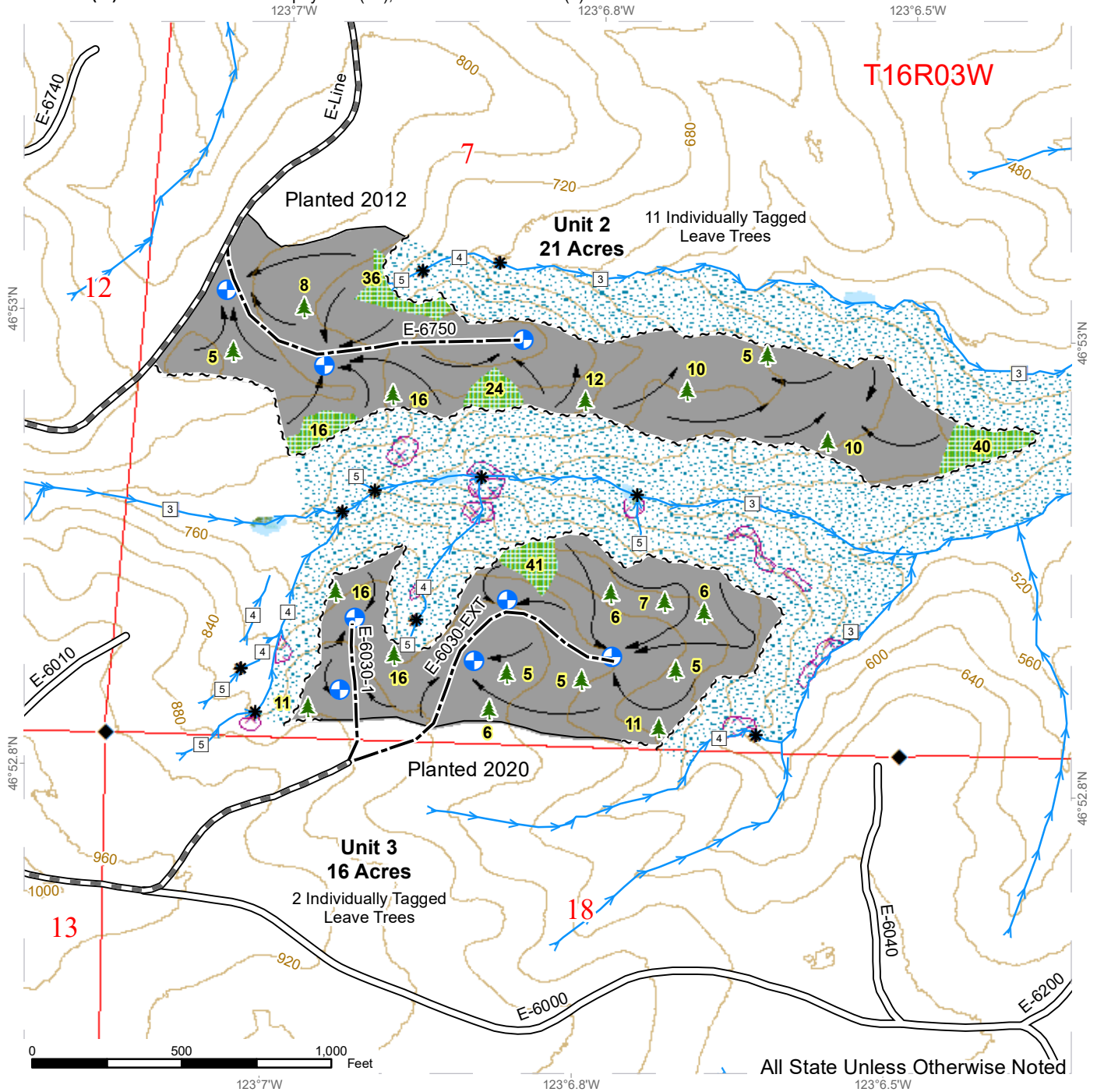
	Sale Area		Streams		Existing Roads		Leave Tree Area < 1/4 acre
	Leave Tree Area		Stream Type		Required Pre-Haul Maintenance		Landing - Proposed
	Riparian Mgt Zone		Stream Break		Optional Construction		
	Tailhold Restriction Area		Timber Type Change		Optional Reconstruction		
	Contours 40 ft		Sale Boundary Tags		Ground Harvest		
			Right of Way Tags		Cable Harvest		



# LOGGING PLAN MAP

**SALE NAME:** CARROT  
**AGREEMENT#:** 30-103584  
**TOWNSHIP(S):** T16R3W, T16R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 440-1200





## WARRANTY DEED

This Warranty Deed is made and executed this 13 day of April, 1942, by and between C. R. Bordeaux and A. E. Hillier, Trustees in Liquidation of the Mason County Logging Company, a corporation organized under the laws of the State of Washington, hereinafter called the grantors, and the State of Washington, hereinafter called the grantee, WITNESSETH:

That said grantors under the conditions herein set forth and for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the grantee, the receipt whereof is hereby acknowledged, hereby convey and warrant to the said grantee the following described real estate situate in Thurston County, State of Washington, to-wit:

✓ Southeast quarter of Southwest quarter ( $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ) and the South one-half of Southeast quarter ( $S\frac{1}{2}$  of  $SE\frac{1}{4}$ ), all in Section six (6), Township sixteen (16) North, Range three (3) West of W. M.

*Colored orange in tract 66*

✓ Northwest quarter ( $NW\frac{1}{4}$ ); North one-half ( $N\frac{1}{2}$  of  $SW\frac{1}{4}$ ) of Southwest quarter; West three-fourths of Southwest quarter of Southwest quarter ( $W-\frac{3}{4}$  of  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ), all in Section five (5), Township sixteen (16) North, Range three (3) West of W. M.

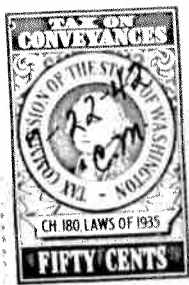
*Colored orange in tract book*

✓ North one-half of Northeast quarter ( $N\frac{1}{2}$  of  $NE\frac{1}{4}$ ); Northeast quarter of Southwest quarter ( $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ ); Southwest quarter of Southwest quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ), all in Section 8, Township 17 North, Range 3 West of W. M., being a total of 559.59 acres, more or less.

*Colored yellow in Tract Book*

excepting therefrom, however, all public highways situate on said premises and likewise excepting all reservations contained in United States patents and chain of title.

It is specifically understood and agreed between the parties hereto that the grantors reserve the right to maintain the reservoir and existing pipe lines situate on, over and across the Southeast quarter of the Southwest quarter ( $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ) and the South one-half of the Southeast quarter ( $S\frac{1}{2}$  of  $SE\frac{1}{4}$ ) of Sec-



tion 6, Township 16 North, Range 3 West of W. M. and the West three-fourths of the Southwest quarter of the Southwest quarter (W-3/4 of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section 5, Township 16 North, Range 3 West of W. M., together with the right of ingress and egress to enter upon said lands for the purpose of operating, maintaining and repairing said reservoir and pipe line. It is understood, however, that should the grantors, their successors or assigns, fail to use said pipe line for a period of two years that in such event such easement hereby reserved shall cease to exist and be of no further force and effect.

There is likewise conveyed to the grantee the right to use for road purposes a strip of land twenty feet wide on each side of the following described center line, to-wit:

A strip of land in Section 5, Township 16 North, Range 3 West, W. M. 20 feet wide on each side of the following described center line:

Starting from the southwest corner of Section 5, Township 16 North, Range 3 West, W. M. Thence North 0° 34' West 653.4 feet. Thence South 86° 07' East 851.3 feet along center line of lower road to true point of beginning. Thence North 73° 50' East 97.7 feet. Thence North 87° 41' East 752.9 feet; Thence North 41° 02' East 121.9 feet. Thence South 64° 19' East 177.0 feet. Thence North 80° 30' East 55.6 feet. Thence South 55° 20' East 208.5 feet. Thence South 74° 20' East 137.2 feet. Thence South 29° 25' East 260.3 feet. Thence South 67° 42' East 236.5 feet. Thence South 80° 42' East 366.8 feet. Thence South 74° 23' East 99.6 feet. Thence South 84° 09' East 449.6 feet to center line and end of county road in the southwest quarter of the southeast quarter of Section 5.

Said road is designated "upper road" on the plat hereto attached, now referred to and by such reference made a part hereof.

There is likewise conveyed to the grantee the right to use for road purposes a strip of land twenty feet wide on each side of the following described center line, to-wit:

A strip of land in Sections 5 and 8, Township 16 North, Range 3 West, W. M. 20 feet wide on each side of the following described center line:

Starting from the southwest corner of Section 5, Township 16 North, Range 3 West, W. M., thence North

0° 34' West 653.4 feet to center line of road which is true point of beginning. Thence South 86° 07' East 969.5 feet. Thence North 89° 50' East 799.4 feet. Thence South 66° 18' East 347.6 feet. Thence South 53° 04' East 400.0 feet. Thence South 57° 56' East 218.1 feet. Thence South 76° 56' East 200.0 feet. Thence South 80° 12' East 200.0 feet. Thence South 76° 15' East 344.2 feet. Thence North 87° 03' East 233.3 feet. Thence North 69° 28' East 369.3 feet. Thence North 88° 13' East 239.3 feet. Thence South 86° 23' East 165.0 feet. Thence North 71° 08' East 437.4 feet. Thence South 77° 48' East 296.0 feet. Thence South 54° 55' East 211.6 feet. Thence South 44° 18' East 232.3 feet to approximate center line of the county road. Said point lies South 0° 34' East 223.6 feet from the southeast corner of said Section 5.

said road being designated as "lower road" on said attached plat.

Provided, however, that the grantee shall at its own expense maintain said two roads for ordinary use. In the event that the grantee ceases to use the so-called "upper road" for a period of three years, then such easement so far as the said "upper road" is concerned shall cease.

There is likewise sold, transferred and conveyed to the grantee the right for a period of ninety-nine years beginning with the date hereof to use gravel without cost to itself from an open gravel pit situate in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 9, Township 16 North, Range 3 West, W. M.

Witness our hands and seals the day and year first above written.

C. R. Bordeaux  
A. J. Brown  
Trustees in Liquidation of the  
Mason County Logging Company.

Co.

