



TIMBER NOTICE OF SALE

SALE NAME: SALT & SAND

AGREEMENT NO: 30-99547

AUCTION: January 29, 2020 starting at 10:00 a.m.,
Olympic Region Office, Forks, WA

COUNTY: Clallam

SALE LOCATION: Sale located approximately 11 miles West of Port Angeles, WA

**PRODUCTS SOLD
AND SALE AREA:**

All timber, except trees marked with a band of blue paint , property line (red banded trees are the last row of trees to be cut) in Unit 1 on part(s) of Sections 13 all in Township 30 North, Range 8 West, W.M., containing 12 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	25.3	8	400						318	71	11	
Red cedar	16.2		84							62	22	
Red alder	18.6		19						8	5	3	3
Hemlock	16.6		18						15	1	2	
Sale Total			521									

MINIMUM BID: \$173,000.00

BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$34,600.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 30, 2020

ALLOCATION: Export Restricted

BID DEPOSIT: \$17,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: 100 % ground based. No rubber tired skidders unless approved by the State. 30' Equipment Limitation Zones on all typed waters. Falling and yarding will not be permitted from November 1 to April 30, or weekdays from 7:00 pm to 5:00 am, or weekends and State recognized holidays unless authorized in writing by the Contract Administrator.

ROADS: 12.30 stations of required construction. 38.65 stations of required prehaul maintenance. All activities are restricted on all roads from November 1 - April 30 and on weekends and State recognized holidays. On the PA-I-2600, PA-I-2610 , PA-I-2620 and Place Pit from April 1 to September 23, all operations other than hauling are prohibited from one hour before official sunrise to two hours after official sunrise and from on hour before official sunset to one hour after official sunset due to Marbled Murrelet timing restrictions.

ACREAGE DETERMINATION

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



TIMBER NOTICE OF SALE

FEES: \$8,857.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

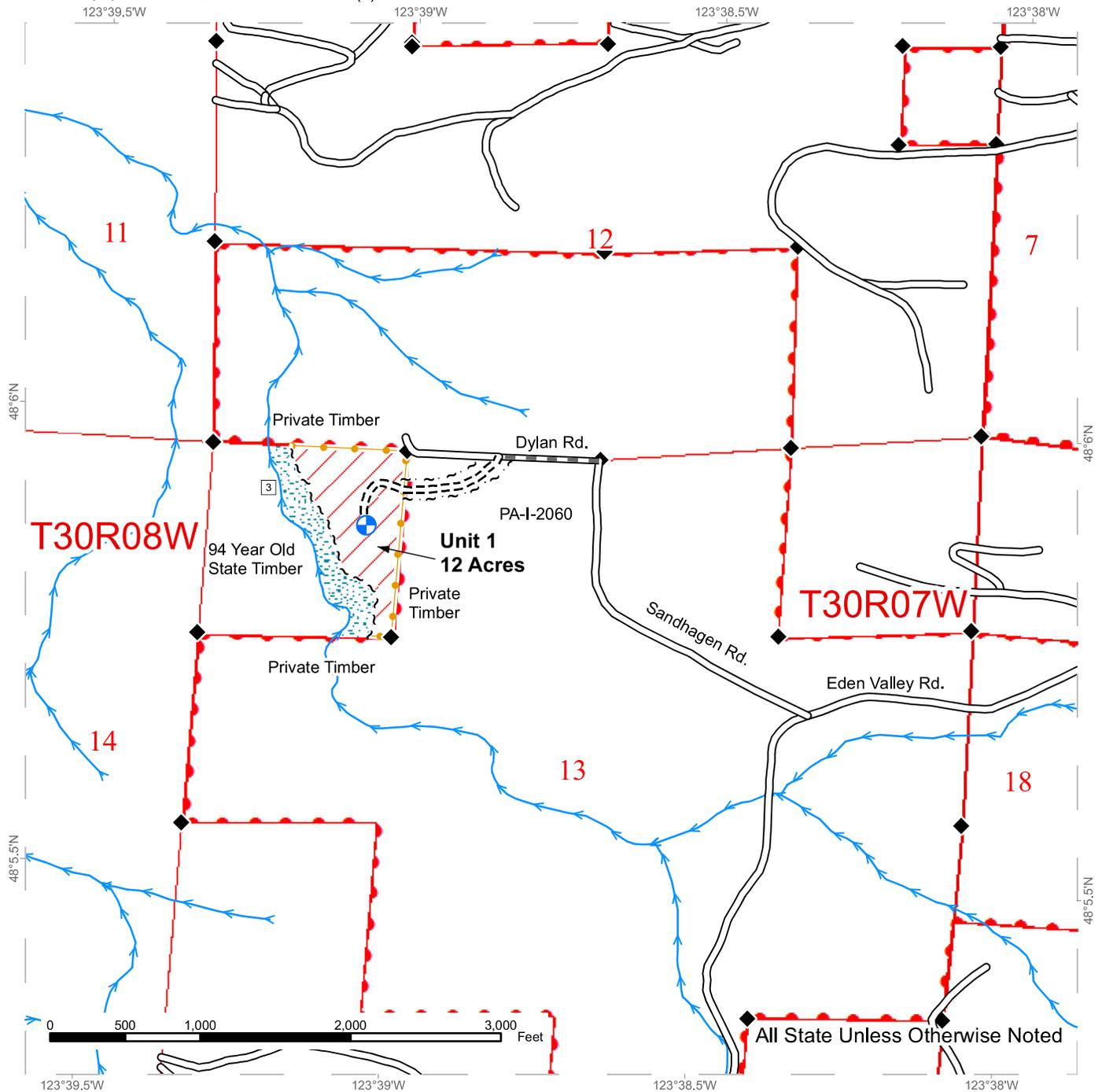
SPECIAL REMARKS: There is a locked gate on the PA-I-2600, contact the Olympic Region office at 360-374-2800 for an AA-1 key.

All Right-of -Way timber in 13(30-8W) associated with Easement 55-099240 shall be cut and decked. Title of this timber does not transfer to timber sale purchaser.

TIMBER SALE MAP

SALE NAME: SALT AND SAND
AGREEMENT #: 30-099547
TOWNSHIP(S): T30R8W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 760'-800'



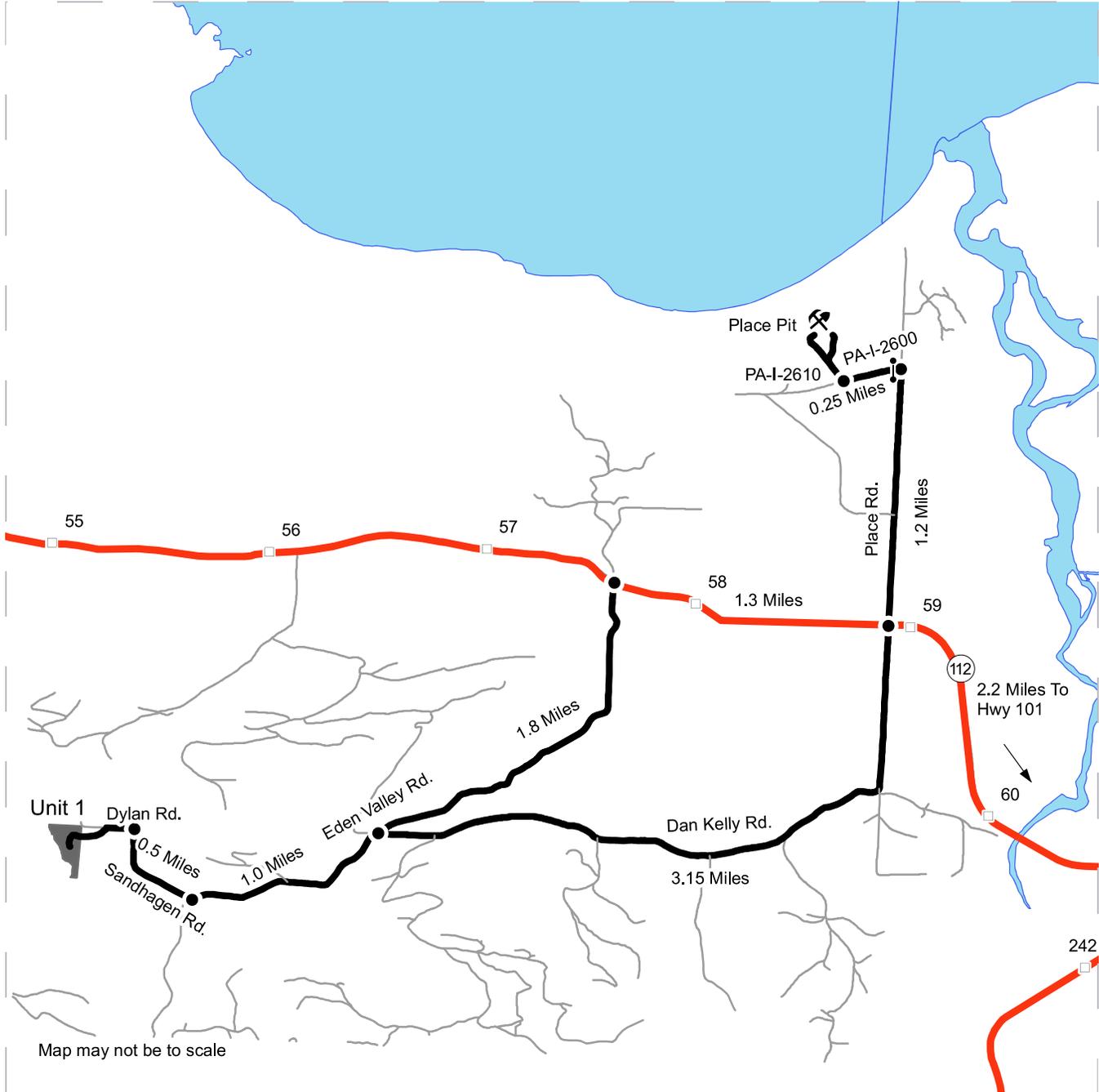
	Variable Retention Harvest		Existing Road		Stream Type
	Riparian Management Zone		Required Construction		Survey Monument
	Timber Sale Boundary Tags		Required Prehaul Maintenance		Section Lines
	Right of Way Tags		Landing		Township/Range Lines
	Take / Removal Trees		Streams		DNR Managed Lands



DRIVING MAP

SALE NAME: SALT AND SAND
AGREEMENT#: 30-099547
TOWNSHIP(S): T30R8W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 760'-800'



Map may not be to scale

-  Gate
-  Distance Indicator
-  Rock Pit
-  Milepost Markers
-  Other Roads
-  Haul Route
-  Highway
-  Timber Sale Unit

Place Pit: From Port Angeles drive 4.5 miles west on Hwy 101. Turn right onto Hwy 112 and drive 2.2 miles to Place Rd. Turn right onto Place Rd. and drive 1.2 miles to the PA-I-2600. Turn left onto PA-I-2600 and drive 0.25 miles to the PA-I-2610. Turn right onto the PA-I-2610 and drive to Place Pit.

Unit 1: From the Junction of Hwy 112 and Place Rd. drive west on Hwy 112 for 1.3 miles to Eden Valley Rd. Turn left onto Eden Valley Rd. and drive 2.8 miles to Sandhagen Rd. Turn right onto Sandhagen Rd. and drive 0.5 miles to Dylan Rd. Turn left onto Dylan Rd. and drive 0.12 miles to where the new construction on PA-I-2060 begins and walk to the unit.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-099547

SALE NAME: SALT & SAND

**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 January 29, 2020 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 trees marked with a band of blue paint , bounded by timber sale boundary tags, property line (red banded trees are the last row of trees to be cut) in Unit 1, located on approximately 12 acres on part(s) of Section 13 in Township 30 North, Range 8 West W.M. in Clallam County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
----------	-------

A	SLASH PILING SPECS
B	GREEN TREE RETENTION PLAN
C	BIO MASS REMOVAL SCHEDULE

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to September 30, 2021.

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 \$761.00 per acre per annum for the acres on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the State's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. 812521 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, PRT-812521 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.

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Douglas fir	\$0.00	0	\$0.00	\$9.00	\$9.00
Hemlock	\$0.00	0	\$0.00	\$9.00	\$9.00
Red alder	\$0.00	0	\$0.00	\$9.00	\$9.00
Red cedar	\$0.00	0	\$0.00	\$9.00	\$9.00
Other	\$0.00	0	\$0.00	\$9.00	\$9.00

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 program Standard under certificate number: BV-SFIS-US09000572.

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

Road is defined as the road bed, including but not limited to its component parts, such as 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. 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.

For each event, Purchaser shall be solely responsible for the initial \$5,000 in repairs. For repairs in excess of \$5,000, the parties shall share equally the portion of costs

between \$5,000 and \$15,000. The State shall be solely responsible for the portion of the cost of repairs that exceed \$15,000.

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

G-140 Indemnity

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

G-150 Insurance

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

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

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

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance

notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

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

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

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

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

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

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

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

trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

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

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

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

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

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

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Forks, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180.

No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.

- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operation

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; Dylan Rd., PA-I-2600, PA-I-2610, PA-I-2620, PA-I-2060. 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 Dylan Road, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement-55-099240- Linda J Lund

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-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 \$13,546.00. The total contract price consists of a \$0.00 contract bid price plus \$13,546.00 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 \$34,600.00. 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-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from November 1 to April 30, on weekends and State recognized holidays or from 7:00 p.m. to 5:00 a.m., unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.

- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-016 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 15 feet in width, including rub trees.
- b. Skid trails shall not cover more than 20 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

Trees shall be felled into the sale area unless otherwise approved 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 ground methods. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30, on weekends and State recognized holidays or from 7:00 p.m. to 5:00 a.m., unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Purchaser must have utility lines located before beginning road construction/reconstruction or digging next to Dylan Rd.
2. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
3. While felling timber one warning sign must be posted on Dylan Rd.
4. The purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
5. 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. Notify 811 before starting road work.
6. All slash and stumps generated on the new private road shall be stacked on State land as directed by the Contract Administrator.

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

H-142 Wildlife Timing Restrictions

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

On the PA-I-2600, PA-I-2610 , PA-I-2620 and Place Pit from April 1 to September 23, all operations other than hauling are prohibited from one hour before official sunrise to two hours after official sunrise and from on hour before official sunset to one hour after official sunset due to Marbled Murrelet timing restrictions.

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.

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

Road construction and associated work provisions of the Road Plan for this sale, dated 7/23/2019 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 Dylan Rd. and PA-I-2060. 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 PA-I-2600, PA-I-2610 and PA-I-2620 and all other roads not listed in clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

C-130 Dust Abatement

Purchaser shall abate dust on the Dylan Rd.

C-140 Water Bars

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

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

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-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-070 Water Supply

Purchaser shall provide, during the "closed season", a water supply with a minimum capacity of 250 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-100 Stream Cleanout

Slash or debris which enters any typed waters 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-110 Resource Protection

No equipment may operate within any typed waters unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any 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.

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, the Purchaser is responsible for notifying the following:

Appropriate Department of Ecology regional office (contact information below).

DNR Contract Administrator

ECY - Northwest Region:

1-425-649-7000

(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

ECY - Southwest Region:

1-360-407-6300

(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

ECY - Central Region:

1-509-575-2490

(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

ECY - Eastern Region:

1-509-329-3400

(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

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

DRAFT

DRAFT

DRAFT

the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Sale Area.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Mona Griswold

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address:

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
SLASH PILING SPECS

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

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

Schedule B
GREEN TREE RETENTION PLAN

Leave the following as directed by the Contract Administrator:

1. All trees marked with a blue band of paint shall remain standing.

<u>Unit #</u>	<u># of Individually Marked Trees</u>	<u># of Clumps</u>	<u># of Trees Clumped</u>	<u>Total # of Leave Trees</u>
1	96	0	0	96

Schedule C
BIO MASS REMOVAL SCHEDULE

Purchaser may remove biomass within 100 feet of roads and landings within the sale area.

Biomass is defined as the 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, and is eligible for removal under the terms of this contract.



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

DNR Timber Sale Trust Distribution Form

Sale Name
SALT & SAND

Agreement Number
99547

Region
Olympic

District
STRAITS

Unit

Legal Location

Section(s) 13	Township	30	Range	8	E/W	W
---------------	----------	----	-------	---	-----	---

Auction Date
1/29/2020

Contract Expiration Date
9/30/2021

Sale Acres
12

Sale Class
Regional Sale

Sale Method
Lump Sum

Stand Origin Year
1925

FPA Number

FPA Renewal Date

Sale Volume Ratio

Conifer		
Red cedar	84	16.10%
Hemlock	18	3.50%
Douglas fir	400	76.80%
Totals For Conifer	502	96.40%
Hardwood		
Red alder	19	3.60%
Totals For Hardwood	19	3.60%
Total	521	100.00%

Harvest Type

Harvest Type	% of Sale
Variable Retention Harvest	100.00%
Total	100.00%

Trust Distribution Table

County	1	Totals					
5 - Clallam	100.00%	100.00%					
		100.00%					

DNR Timber Sale Trust Distribution Form

Trust Levy Codes

Instructions:

To ensure proper distribution of funds to the trust beneficiaries of this sale, the State Lands Assistant must review the data in NaturE and sign in the space provided below.

NaturE Data Reviewed by:

X

(Print Name)

(Signature)

Date:

DNR Timber Sale Trust Distribution Form

Trust Distribution Details

5-Clallam

Trust	Harvest Area	Acres
1	1	12.00
Total for 1		12.00
Total For 5-Clallam		12.00
Total Acres		12.00

**State of Washington
Department of Natural Resources
Timber Bill of Sale Extension Charges**

Extension Per Acre Charge Worksheet

Agreement No.:

Sale Name:

Region:

Sale Method:

Harvest Type:

Geographic Area:

Site Class (westside only):

- 1. Growth Loss
 - 2. Additional Growth
 - 3. Loss thru Disrupt.
- Per Acre Charge**

Westside PC/Thin		Westside Evenage		Eastside PC/Thin		Eastside Evenage	
scale	lump	scale	lump	scale	lump	scale	lump
			15.00				
			710.09				
			35.50				
\$0.00	\$0.00	\$0.00	\$760.60	\$0.00	\$0.00	\$0.00	\$0.00

Total Per Acre Charge:

This figure to be Input into the G-050 or G051 clause.

Cruise Narrative

Sale Name: Salt and Sand	Region: Olympic
Agreement #: 30-099547	District: Straits
Lead Cruiser: Kevin Peterson	Completion Date: 8/15/19
Other Cruisers: none	

Unit acreage specifications:

Unit #	Cruised Acres	Cruised acres agree with sale acres? Y/N	If acres do not agree explain why.
1	12	Y	
Total	12	Y	

Unit cruise specifications:

Unit #	Sample Type (VP,FP,ITS,100%)	Expansion Factor (baf,full/half)	Sighting Height (4.5', 16')	Grid Size (plot spacing)	Plot Ratio (cruise/count)	Number of plots
1	VP	62.50/40	4.5'	190 x 190	All Cruise	16

Sale/Cruise Description:

Minor species cruise intensity	Minor species sampled using same cruise plots. Red Cedar, Bigleaf Maple and Red Alder were cruised at a 40 BAF					
Minimum cruise spec:	40% of Form Factor at 16 ft. D.O.B or 5 inch top.					
Average ring count:	DF =	8	WH =		SS =	
Leave/take tree description:	Leave tree clumps are bounded out with yellow tags, pink flashers and blue paint. Individual leave trees are marked with blue bands and two blue butt marks.					
Other conditions:	Exterior boundaries are marked with white tags and pink flashers					

<p>Sort Description:</p>	<p>HA– Logs meeting the following criteria: Surface characteristics for a high quality A sort will have sound tight knots not to exceed 1 ½” in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots and knot indicators ½” in diameter and smaller shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log. (minimum diameter 8”.)</p> <p>R – Logs meeting the following criteria: Gross diameter of 12 inches or greater, excessive knots greater than 2 ½ inches with recovery less than 65% of the net scale.</p>
---------------------------------	--

Field Observations:

Salt and Sand is a one unit sale located between Port Angeles and Joyce near Eden Valley Rd. The sale is 12 acres and has access through a private ROW. The sale is 100% ground based and no key is needed.

The sale has a total volume of 520 MBF. The sale is comprised of 77% Douglas-fir and 16% Western Red Cedar; with traces of Red Alder and Western Hemlock. The average DF has a DBH of 25.3” and a bole height of 100’, 25% of the DF is of high quality. The average RC has a DBH of 16.2” and a bole height of 47’. Common defects are crooks and butt rot, I did notice some black knot rot in a couple of the Red Alders.

Grants: 01

Prepared By: Kevin Peterson – Olympic Region Cruiser

TC PSTATS		PROJECT STATISTICS							PAGE	1	
		PROJECT		SALT			DATE		8/15/2019		
TWP	RGE	SC	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
000	000	00	SAND	UI	12.00	16	97	S	W		
		PLOTS		TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		16		97	6.1						
CRUISE		16		97	6.1	1,657	5.9				
DBH COUNT		REFOREST		COUNT		BLANKS		100 %			
STAND SUMMARY											
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC	
DOUG FIR	49	54.9	25.3	100	38.1	191.4	34,782	33,304	8,382	8,375	
WR CEDAR	37	64.8	16.2	47	23.0	92.5	7,901	6,993	2,599	2,599	
R ALDER	8	10.6	18.6	65	4.6	20.0	2,195	1,580	638	548	
WHEMLOCK	3	7.8	16.6	51	2.9	11.7	1,608	1,485	407	407	
TOTAL	97	138.1	20.5	69	69.8	315.6	46,485	43,362	12,026	11,930	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL	68.1	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		96.8	25.0	41	55	69					
WR CEDAR		74.3	19.2	52	65	77					
R ALDER		195.5	50.5	5	11	16					
WHEMLOCK		303.8	78.4	2	8	14					
TOTAL		39.0	10.1	124	138	152	65	33	16		
CL	68.1	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		63.6	16.4	160	191	223					
WR CEDAR		64.6	16.7	77	93	108					
R ALDER		206.6	53.3	9	20	31					
WHEMLOCK		215.0	55.5	5	12	18					
TOTAL		28.0	7.2	293	316	338	33	17	8		
CL	68.1	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		58.6	15.1	28,266	33,304	38,343					
WR CEDAR		83.5	21.6	5,484	6,993	8,501					
R ALDER		277.4	71.6	448	1,580	2,712					
WHEMLOCK		260.1	67.2	488	1,485	2,482					
TOTAL		38.5	9.9	39,048	43,362	47,676	63	32	16		
CL	68.1	COEFF	V_BAR/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		58.6	15.1	148	174	200					
WR CEDAR		83.5	21.6	59	76	92					
R ALDER		277.4	71.6	22	79	136					
WHEMLOCK		260.1	67.2	42	127	212					
TOTAL		34.2	8.8	124	137	151	50	25	12		

Species Summary - Trees, Logs, Tons, CCF, MBF

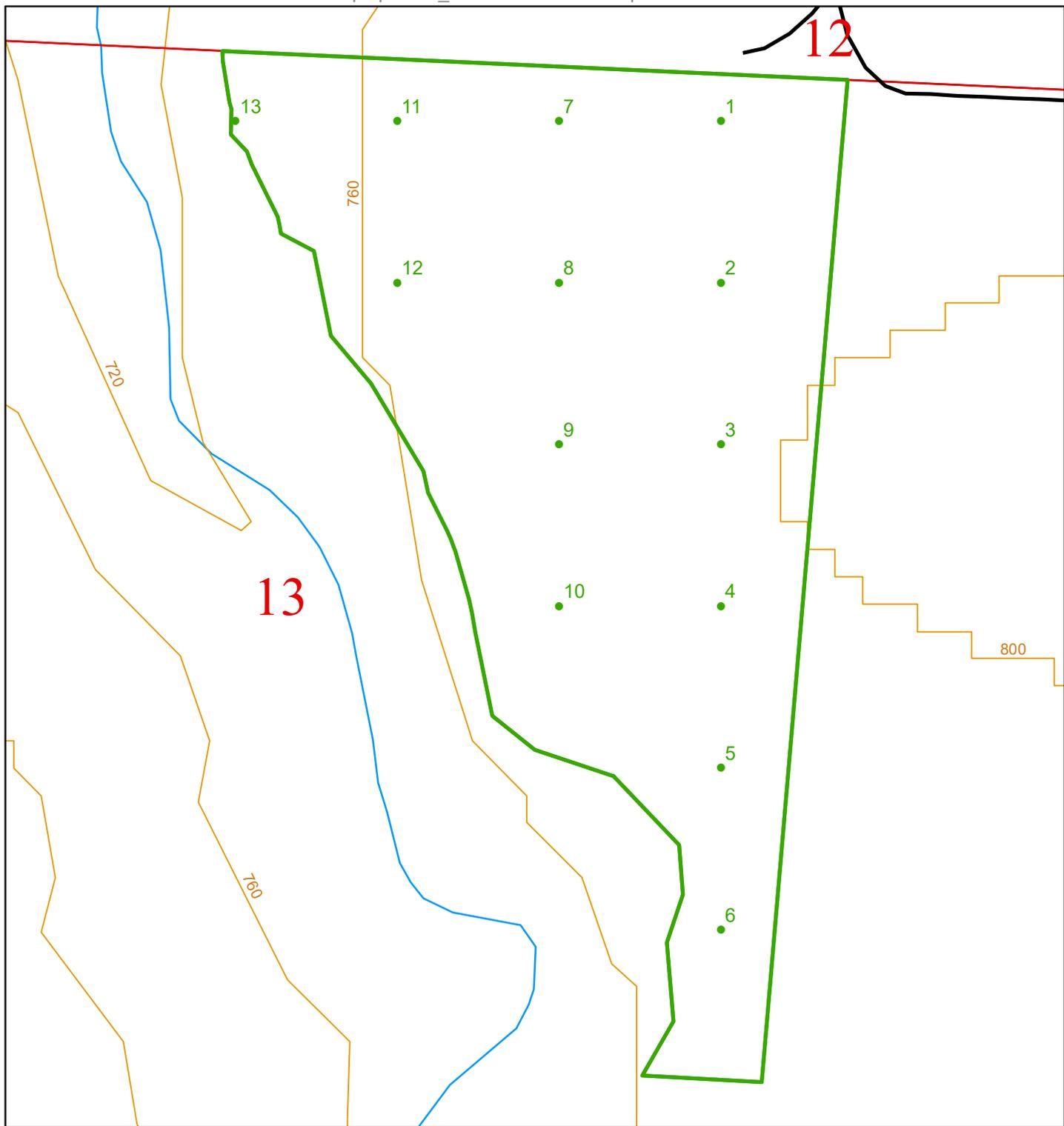
T000 R000 S00 TyU1 12.0

Project SALT
Acres 12.00

Page No 1
Date: 8/15/2019
Time 7:35:01AM

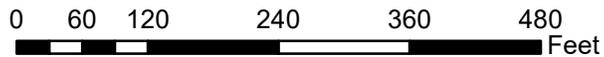
Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
DOUG FIR	659	1,756	2,867	152.56	57.25	1.59	1,006	1,005	417	400
WR CEDAR	778	1,040	733	40.10	30.00	0.97	312	312	95	84
R ALDER	127	254	211	51.91	25.96	0.84	77	66	26	19
WHEMLOCK	94	117	156	52.07	41.90	1.23	49	49	19	18
Totals	1,657	3,165	3,967	86.38	45.23	1.33	1,443	1,432	558	520

Wood Type	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
Species	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
C	1,530	2,912	3,756	89.24	46.91	1.37	1,367	1,366	531	501
H	127	254	211	51.91	25.96	0.84	77	66	26	19
Totals	1,657	3,165	3,967	86.38	45.23	1.33	1,443	1,432	558	520



Cruiser Sample Point Locations

LAYER NAME: saltandsand_boundary	Township: T30R08W
POLY ID: 1	Total Sample Points: 13
Acres: 12	Spacing Between Points: 200
	Point Rotation Degrees: 0



Scale 1:2,100

Legend

- Sample Points
- Unit
- Public Land Survey Sections
- Contours 40-foot



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2615471
 Effective Date: 7/6/2018
 Expiration Date: 7/6/2021
 Shut Down Zone: 653S
 EARR Tax Credit: Eligible Non-eligible
 Reference: Linda Lund

Decision

- Notification 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.
- Closed Applicant has withdrawn FPA/N.

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: Erik Dukes

Region: Olympic

Title: Forest Practice Forester

Date: 7/6/2018

Copies to: Landowner, Timber Owner and Operator.

Issued in person: Landowner Timber Owner Operator By: _____

Appeal Information

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:

Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501

Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903

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

At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

Office of the Attorney General
Natural Resources Division
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

And

Department Of Natural Resources
Olympic Region
411 Tillicum Lane
Forks, WA 98331

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: <http://www.dnr.wa.gov/businesspermits/forestpractices>. Notify DNR of new Operators within 48 hours.

Continuing Forest Land Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)

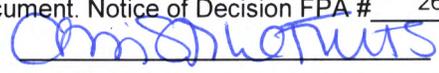
Obligations include reforestation, road maintenance and abandonment plans, conversions of forest land to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest land 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 forest land obligation, the seller must pay the buyer's costs related to continuing forest land obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forest land obligation against the seller.

Failure by the seller to send the required notice to the 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 forest land obligation prior to sale.

DNR affidavit of mailing:

On this day <u>7/6/2018</u>	I placed in the United States mail at <u>Forks</u>	<u>WA,</u>
(date)	(post office location)	
postage paid, a true and accurate copy of this document. Notice of Decision FPA # <u>2615471</u>		
<u>Christine Fouts</u>		
(Printed name)	(Signature)	



For DNR Region Office Use Only	
FPA/N #:	
Region:	
Received Date:	

Forest Practices Application/Notification Western Washington

Project Name: _____

Agreement # 30-099547
Trust 01: 100%

PLEASE USE THE INSTRUCTIONS TO COMPLETE THIS APPLICATION.

1. Landowner, Timber Owner and Operator

Legal Name of LANDOWNER	Legal Name of TIMBER OWNER <input type="checkbox"/> Same as Landowner	Legal Name of OPERATOR <input type="checkbox"/> Same as Landowner
Mailing Address:	Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:	City, State, Zip:
Phone:	Phone:	Phone:
Email:	Email:	Email:

2. Contact Person

Contact Person:	Phone:
	Email:

3. Are you converting the land to non-forestry use within 3 years of harvest?

No Yes If yes, include your SEPA checklist and SEPA determination (if applicable) and county clearing and grading permit (if applicable).

4. a. If you are harvesting timber, enter the Forest Tax Number of the Timber Owner:

Contact the Department of Revenue at 1-800-548-8829 for tax reporting information or to obtain a number.

b. Are you eligible for EARR Tax Credit? No Yes

5. Are you a small forest landowner per RCW 76.09.450? See instructions

No Yes If yes, **Check all that apply.** If no, skip to Question 6.

My entire proposed harvest area is on a single contiguous ownership consisting of one or more parcels.

- My proposed forest practices activities are within an area covered by an approved Forest Stewardship Plan or Forest Management Plan developed in cooperation with DNR.
- I received technical assistance from a DNR small forest landowner Stewardship and Technical Assistance Forester in preparing this FPA/N.
- I have participated in a Washington State University Extension Service and/or DNR-sponsored Forest Stewardship Coached Planning course.
- I have attended a Washington State University Extension Service and/or DNR-sponsored Family Forest Owner Field Day.

6. Are you substituting prescriptions from an approved state or federal conservation agreement or Watershed Analysis?

- No Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks for approved state or federal conservation agreements or Watershed Analysis on file at the Region office.

7. What is the legal description of your forest practices?

Section	Township	Range	E/W	Tax Parcel Number	County

8. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.

- No Yes If you made any contacts, please provide information in Question 28.

9. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?

- a. No Yes If no, skip to c.,
If yes, enter your RMAP number: _____, continue to b.
- b. No Yes Is this Forest Practices Application/Notification for work that is included in this approved RMAP?
- c. No Yes Is a Checklist RMAP required (see instructions)?

10. Are there potentially unstable slopes or landforms in or around the area of your forest practices activity?

- No Yes If yes, attach Appendix D. Slope Stability Informational Form and map of areas reviewed for and locations of unstable slopes and landforms found. If applicable, attach a geotechnical letter, memo, or report, Watershed Analysis prescriptions, and/or a SEPA Environmental Checklist.

11. Is this Forest Practices Application/Notification (answer every question):

- a. No Yes A request for a multi-year permit? If yes, length requested: 4 years or 5 years.
Not everyone qualifies for a multi-year permit. See instructions for details.
- b. No Yes An Alternate Plan? If yes, include a template or detailed plan. See instructions for details.

- c. No Yes For a funded Forest Family Fish Passage Program project?
- d. No Yes Within an urban growth area? If yes, see instructions for additional required documents.
- e. No Yes Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination, except for harvest/salvage of less than 5,000 board feet within a developed public park.
Park name: _____
- f. No Yes Within 500 feet of a public park? Park name: _____
- g. No Yes In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.
- h. No Yes Within 200 feet of the Ordinary High Water Mark (OHWM) or floodway of Type S Water? If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.
- i. No Yes Within 50 miles of saltwater AND you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
- j. No Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.

You are required to verify all waters within 200 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Water Type Classification Worksheet and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

******* If not working in or over typed Waters, skip to Question 16 *******

Prior to answering Questions 12-15 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

12. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?

- a. No Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F Water(s) that exceeds a five percent gradient?
- b. No Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F Water(s)?
- c. No Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F Water(s)?

13. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F Water? No Yes

14. If installing, replacing, removing, or maintaining structures in or over any typed Water, complete the table below. Provide crossing locations and identifiers on your Activity Map. Provide plan details in Question 28 or attach plan to the FPA/N. Type S and F Waters require detailed plan information. Complex hydraulic projects in Type N Waters may also be required per WAC 222-24-042(2). See instructions for detailed plan requirements.

Crossing Identifier (letter, number)	Water Type (S, F, Np, Ns)	*Existing HPA Number (if applicable)	HPA Expiration Date (if applicable)	Planned Activity (install, replace, remove, temporary, structure maintenance)	Structure (bridge, ford/equipment crossing** punchon/fill, arch, pipe arch, round culvert, other)	Proposed Size (width x length)	Culvert Design Method (no-slope, stream-sim, hydraulic, other) (F and S only)	Channel Bed Width (ft) (F and S only)	Stream Gradient (%) (F and S only)	Is this an RMAP Project?

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

**Fords and/or equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain threatened or endangered fish species. For more information, see 'Background for the State's Incidental Take Permits for certain threatened and endangered fish species' following Question 22 of the FPA/N Instructions.

15. If conducting any of the following activities in or over typed Water(s), complete the table below. Some activities will require identifiers on the Activity Map and/or more information in Question 28. See instructions.

*Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing**	PROVIDE DETAILS IN QUESTION 14			
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 28)				

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

** Fords and/or equipment crossings on Type S and F Waters must be identified in Question 14.

16. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for all temporary roads and abandonment projects.

Road Identifier (name, number)	Road Construction		Road Abandonment	
	Length (feet)	Steepest Side-slope (%)	Length (feet)	Abandonment Date (MM/YYYY)

17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the Activity Map.

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)	Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

18. If operating within 200 feet of a wetland that is not associated with Type S or F Water, complete the table below. Wetlands associated with Type S or F water should be listed in Question 25. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zones on the Activity Map. See instructions for information.

Wetland Identifier (letter, number)	Wetland Type (A, B, Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many Acres will be drained?	How many Acres will be filled?

***** **If not harvesting or salvaging timber, skip to Question 27** *****

19. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on the Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

Unit Number	Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way)	Biomass Harvest (Y or N)	Harvest Method (rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered logging, animal, chipper, forwarder, slash bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Biomass Volume to be Harvested (tonnage)	Volume to be Harvested (%)	Steepest Slope in Harvest Unit (%)

20. Reforestation. Check all that apply:

- Planting. Tree Species: _____
- Natural. Include a Natural Regeneration Plan
- Not required because of one or more of the following:
 - I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.
 - Individual dead, dying, down, or wind-thrown trees will be salvaged.
 - Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.
 - I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.
 - An average of 190 tree seedlings per acre are established on the harvest area and my harvest will not damage them.
 - Road right-of-way or rock pit development harvest only.

**** Do you own MORE than 80 acres of forest land in Washington? If yes, skip to Question 25 ****

21. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule (WAC 222-30-023) on Type S, F, or Np Waters?

- No Skip to Question 25.
- Yes Continue to Question 22. See instructions for qualifications and information.

22. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.

- a. ALL of the following apply to me and my land: (If no, answer b.)
 - Between June 5, 2006 and today's date I have always owned less than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forest land in Washington.
- b. ONE OR MORE of the following apply to me and/or my land (check all that apply):**
If any of the statements below apply AND you use the exempt 20-acre parcel RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Question 22).
 - Between June 5, 2006 and today's date I have owned more than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has been owned by someone that has owned more than 80 forested acres in Washington.

23. If harvesting within 115 feet of a Type S or F Water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met, using the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Segment Length (feet)	Bankfull Width (feet)	RMZ Maximum Width (feet)	Are you harvesting within the maximum RMZ? (Y or N)

24. Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?

- No Skip to Question 27.
- Yes See instructions and describe leave tree strategy in Question 28. Then skip to Question 27.

25. If harvesting within 200 feet of any Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below. Include Desired Future Condition (DFC) for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ, whichever is less, stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Site Class (I - V)	Stream Width (feet)	Is there a CMZ? (Y or N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)

26. If harvesting within 50 feet of Type Np Water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)

27. How are the following currently marked on the ground? (*Flagging color, paint color, road, fence, etc.*)

Harvest/Salvage Boundaries: _____

Clumped Wildlife Reserve Trees/Green Recruitment Trees: _____

Right-of-Way Limits/Road Centerlines: _____

Stream Crossing Work: _____

Riparian Management Zone Boundaries and Leave/Take Trees: _____

Channel Migration Zone: _____

Wetland Management Zone Boundaries and Leave/Take Trees: _____

28. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N Water(s) see instructions for required plan information. If applicable, include mitigation measures from a geotechnical memo, letter, or report.

29. We acknowledge the following:

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - The Forest Practices Act and Rules AND
 - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery – Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

Signature of Legal LANDOWNER	Signature of Legal TIMBER OWNER*	Signature of Legal OPERATOR
	(If different than landowner)	(If different than landowner)
Print Name: Graywolf Nattinger	Print Name:	Print Name:
Date: 9-12-2019	Date:	Date:

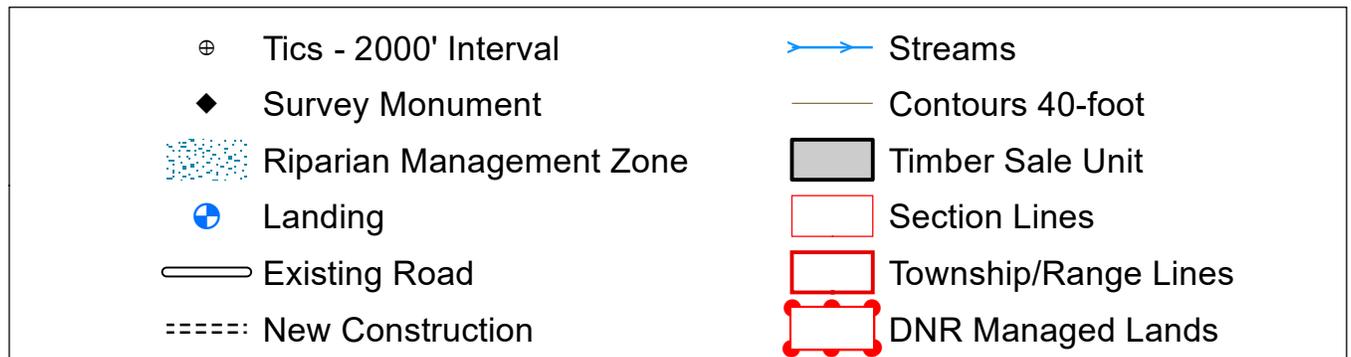
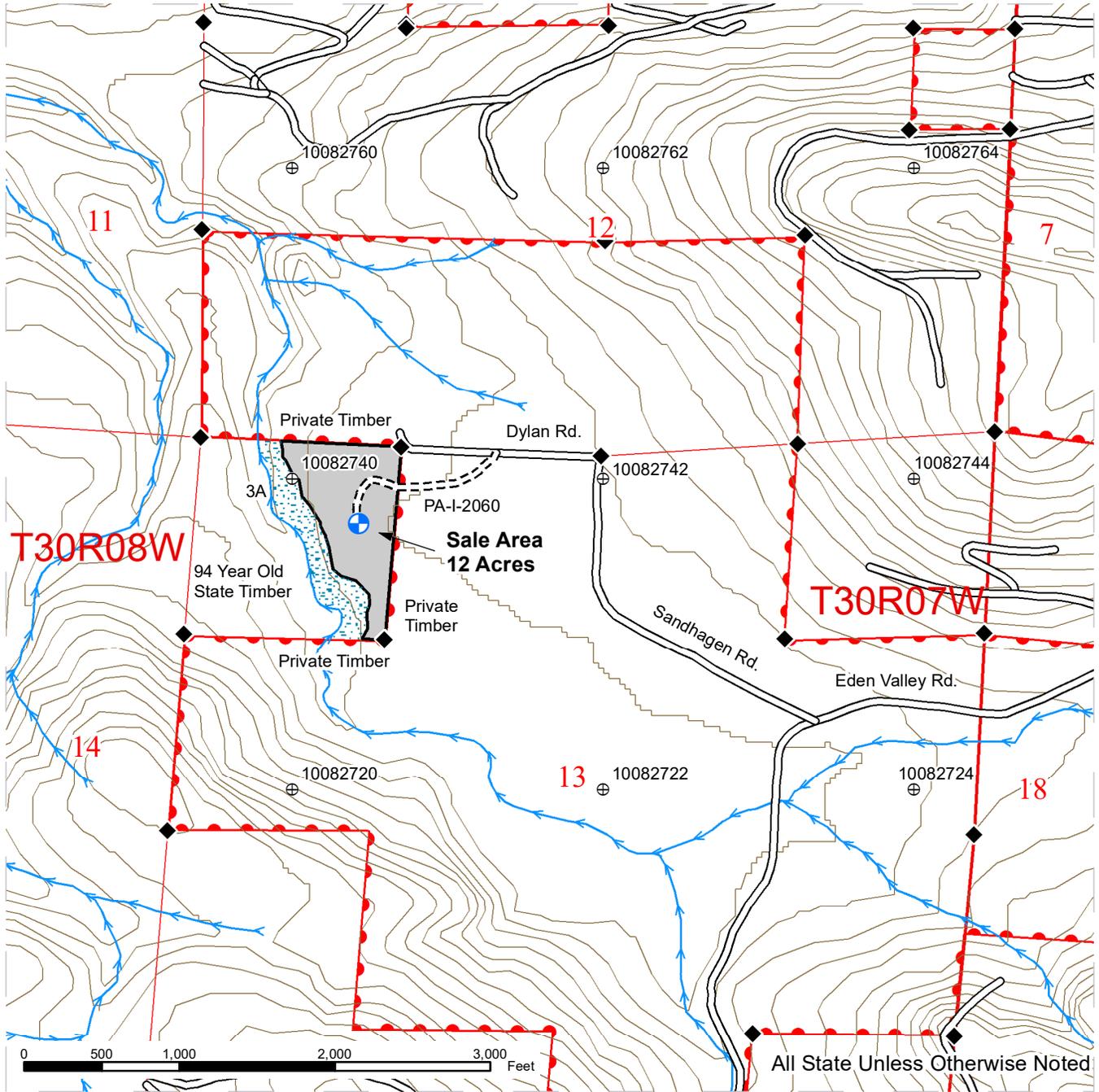
* NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.

FOREST PRACTICES ACTIVITY MAP

SALE NAME: SALT AND SAND
 APPLICATION #: TBD by FP staff

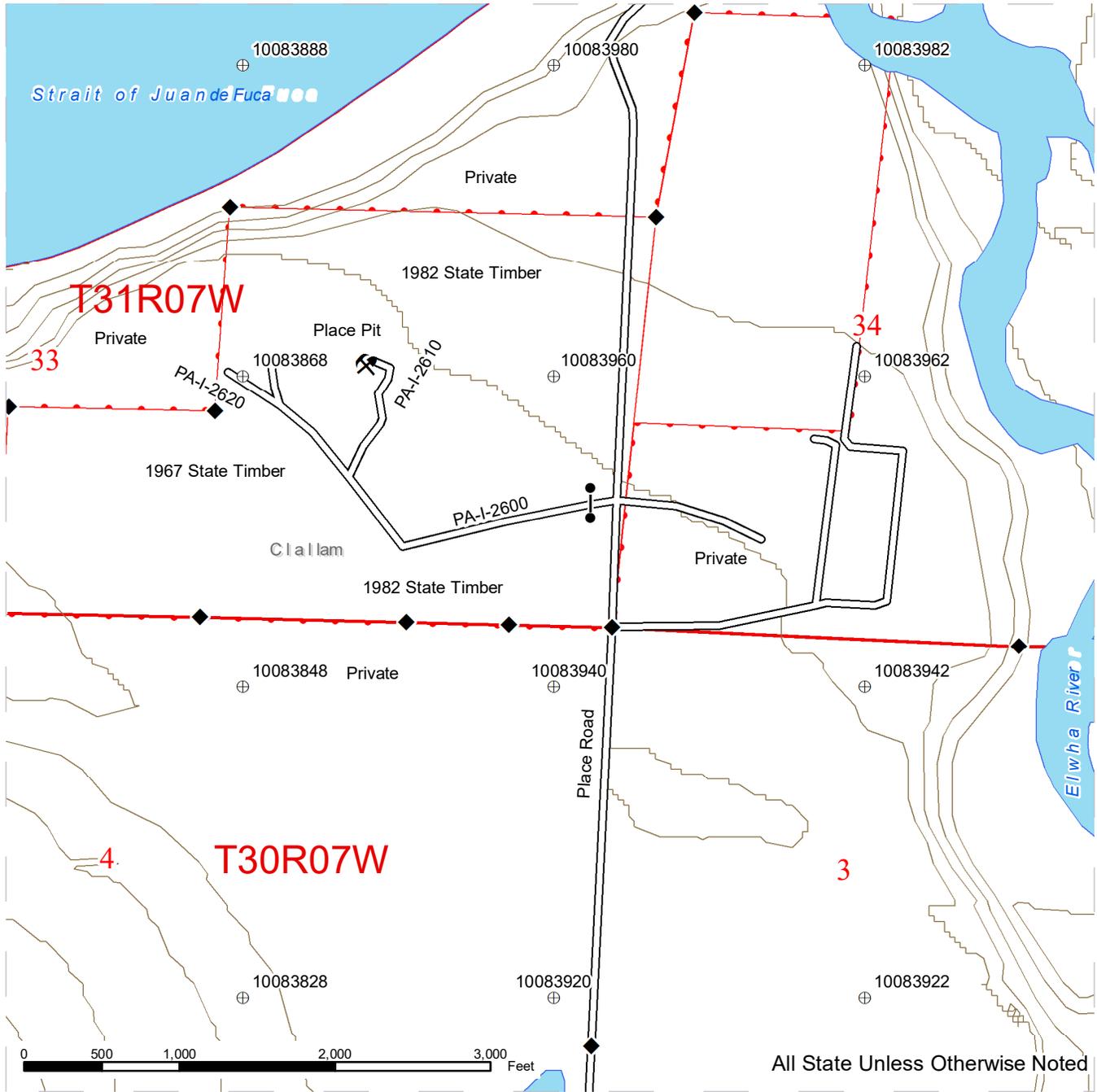
COUNTY(S): Clallam
 TOWNSHIP(S): T30R8W



FOREST PRACTICES ACTIVITY MAP

SALE NAME: SALT AND SAND
 APPLICATION #: TBD by FP staff

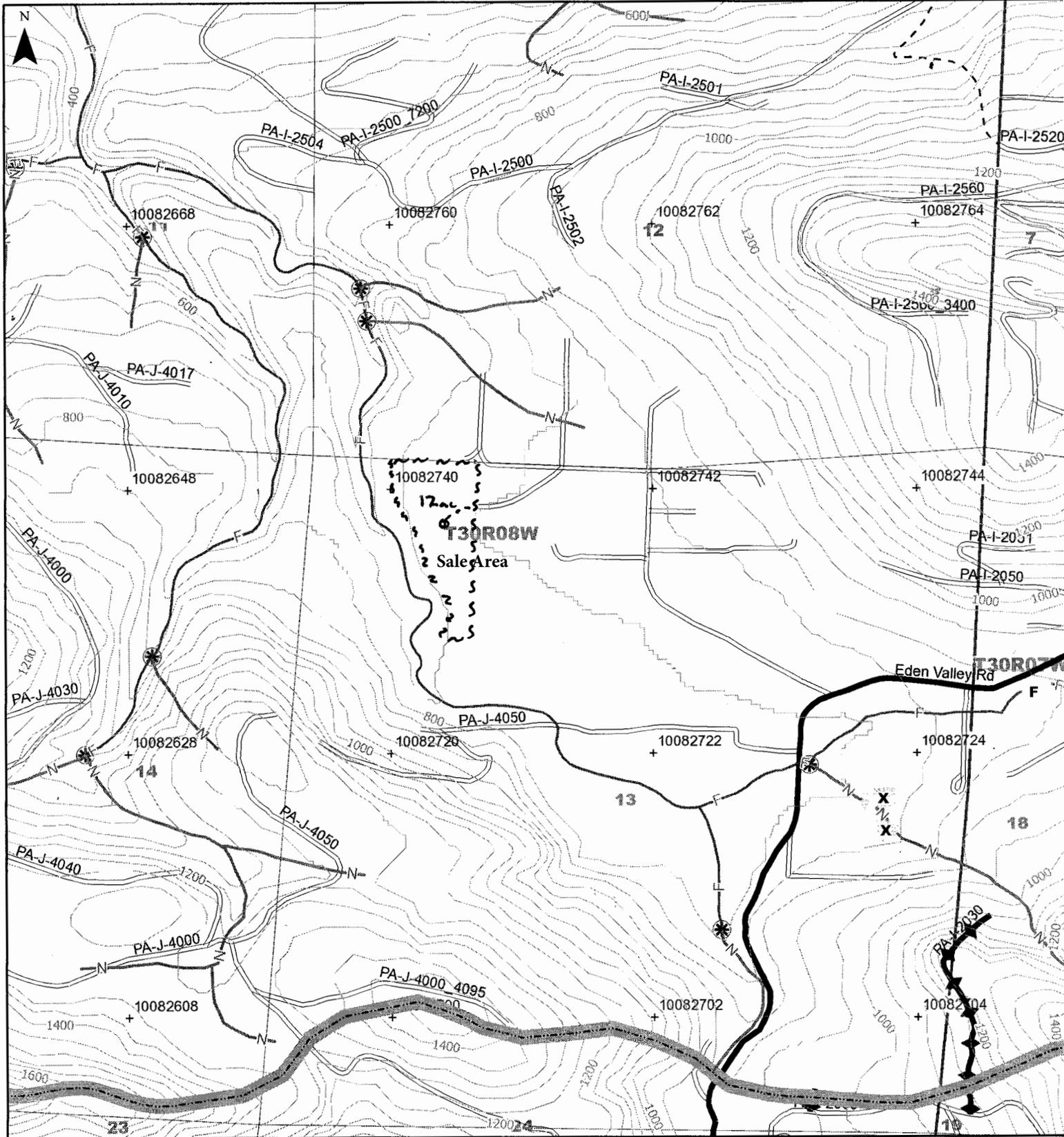
COUNTY(S): Clallam
 TOWNSHIP(S): T31R07W



DNR Managed Lands	Contours 40-foot	Gates
Open Water	Tics - 2000' Interval	Rock Pit
Existing Roads	Survey Monument	



Forest Practices Activity Map - Application # 30-099547



Map Symbols	Additional Information	Legal Description
<ul style="list-style-type: none"> Harvest Boundary Road Construction Stream RMZ / WMZ Buffers Rock Pit Landing Waste Area Clumped WRTS/GRTS Existing Structure 	<p>Extreme care was used during the compilation of this map to ensure its accuracy. However, due to changes in data and the need to rely on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions, and therefore, there are no warranties that accompany this material.</p>	<p>S13 T30.0N R08.0W</p>
<p>WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES</p>	<p>0 0.25 Miles</p> <p>Date: 9/10/2019 Time: 2:40:05 PM</p>	



**Forest Practices Application/Notification
Office Checklist Page 1
Olympic Region**

FPAN #: 2615471

Received Date: 6/4/18

WDFW Concurrence Due Date: _____

WDFW Concurrence Review Completed: _____

Comments Due Date: 6-20-18

Decision Due Date: 7-6-18

FP Forester: 3082

Shutdown Zone: 6535

RMAP #: _____

FPAN CLASSIFICATION: [] II [] III <input checked="" type="checkbox"/> IVG [] IVS		Biomass [] FFFPP [] 20-acre exempt []	
Landowner Name: <u>Linda J. Lund</u>	Project Name: _____		
WRIA: <u>Lyre-Hoko</u>	WAU: <u>Salt Creek</u>		
WRIA: _____	WAU: _____		
WRIA: _____	WAU: _____		
Legal Description: <u>13 (30-84)</u>	County: <u>Clallam</u>		
Activity Type: Harvest <u>22</u> ac	Spray _____ ac	Stream Crossing(s) _____	
Road Construction <u>500</u> ft	Road Abandonment _____ ft	Rock Pit _____ ac	
		Spoils _____ cy	

ALTERNATIVE PRESCRIPTIONS

- Alternate Plan
- Ten-Year Forest Management Plan
- Columbia River Gorge National Scenic Area
- Watershed Analysis: _____
- Habitat Conservation Plan
- Landowner Option Plan for Northern Spotted Owl
- Cooperative Habitat Enhancement Agreement

RESOURCE REVIEW

- Unstable Slopes (Risk: Highway, Water; _____)
 - Soils Map (Highly Erodible & Very Unstable)
 - SLPSTAB
 - Landslide Hazard Zonation
 - Landslide Inventory Polygon
- Rain-on-Snow and Outside Approved WA
- Hydric Soils
 - Wetland Forested, [] A, [] B 43 acres
 - In WMZ of [] A, or [] B Wetland
 - In RMZ/ELZ of Type [] S, [] F, [] N water
 - Water Verification
- Bull Trout Overlay
- HCP Bull Trout Population
- Bald Eagle nest or roost within 660 feet
- Group A or B Water Supply
- Hatchery (Name: _____)
- Even-Aged Harvest greater than 120 Acres
- Ground-based Equipment on Slopes greater than 40%
- Road Construction on Slopes greater than 65%
- Saltwater Islands (Name: _____)
- In or Over Typed Water [] S, [] F, [] Ns, [] Np
- LTCA

ASSOCIATED NON-SCANNED DOCUMENTS – On file with the FPAN at the Region office.

- SEPA Checklist/Documents
- Large Landowner Road Maintenance and Abandonment Plan

ASSOCIATED SCANNED DOCUMENTS

- Conversion Option Harvest Plan
- FPHP Plans & Specifications
- Qualified Expert Report; Type: _____
- Natural Regeneration Plan
- Shoreline Permit
- Marbled Murrelet Form
- FPBM Appendix(s) _____
- Small Landowner RMAP Checklist
- CMZ Assessment Form
- Hardwood Conversion Form
- Wetland Mitigation Plan
- Water Protocol Surveys
- Modification Form# _____
- Water Classification Worksheet
- Shade Documentation (Stream Shade Assessment Worksheet)
- Watershed Analysis Worksheet
- DFC Printout
- Slope Stability Informational Form

EARR Tax Credit [] Yes No

ADDITIONAL COMMENTS:

Form completed by gm



Forest Practices Application/Notification Western Washington

For DNR Region Office Use Only	
FPA/N #:	2615471
Region:	Olympic
Received Date:	6/6/18

PLEASE USE THE INSTRUCTIONS TO COMPLETE THIS APPLICATION. TYPE OR PRINT IN INK.

1. Landowner, Timber Owner and Operator

Legal Name of LANDOWNER	Legal Name of TIMBER OWNER <small>(if different than Landowner)</small>	Legal Name of OPERATOR <small>(if different than Landowner)</small>
Linda J Lund		
Mailing Address: 345 Sandhagen Road	Mailing Address:	Mailing Address:
City, State, Zip Port Angeles, WA 98363	City, State, Zip	City, State, Zip
Phone (360)452 9023	Phone ()	Phone ()
Email:	Email:	Email:

2. Contact Person

Contact Person: Kenneth D Gilbertson	Phone (360)460 6244 Email: kgforestcon@yahoo.com
---	--

3. Landownership information: See instructions

a. No Yes Are you a small forest landowner per RCW 76.09.450?

If yes, continue to b.

b. No Yes Is your entire proposed harvest area on a single contiguous ownership consisting of one or more parcel?

4. If you are harvesting timber, enter the Forest Tax Reporting Account Number of the Timber Owner:

800 083 098

For tax reporting information or to receive a tax number, call the Department of Revenue at 1-800-548-8829.

5. Are you substituting prescriptions from an approved state or federal conservation agreement or watershed analysis?

No Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks on file at the Region office.

6. What is the legal description of your forest practices?

Section	Township	Range	E/W	Tax Parcel Number	County
13	30N	8	W	08 30 13 210100 0000	Clallam
13	30N	8	W	08 30 13 210400 0000	Clallam
13	30N	8	W	08 30 13 210000 0000	Clallam
13	30N	8	W	08 30 13 219010 0000	Clallam

7. When are you planning to begin work on the proposed activity? Summer 2018

8. Is the taxpayer eligible for the EARR Tax Credit?

 No Yes

9. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.

 No Yes

10. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?

a. No Yes List the RMAP number: _____

If no, continue to b.

b. No Yes Is a Checklist RMAP required (see instructions)?

11. Are there potentially unstable slopes or landforms in the area of your forest practices activity?

 No Yes – attach Slope Stability Informational Form. If applicable, attach geotechnical report, the SEPA Environmental Checklist, HCP, or Watershed Analysis prescriptions.

12. Are there potentially unstable slopes or landforms around the area of your forest practices activity?

 No Yes – attach Slope Stability Informational Form. If applicable, attach geotechnical report, HCP, or Watershed Analysis prescriptions.

13. Is this forest practice application/notification (answer every question):

a. No Yes Within city limits or inside an urban growth area? If yes, see instructions for additional required documents.b. No Yes For road work that is included in an approved Road Maintenance and Abandonment Plan (RMAP)?c. No Yes Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination - except for harvest/salvage of less than 5,000 board feet within a developed public park.d. No Yes Within 500 feet of a public park? Park name: _____e. No Yes In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.f. No Yes Within 200' of the Ordinary High Water Mark (OHWM) or floodway of Type S water? If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.g. No Yes A request for a multi-year permit? If yes, length requested: 4 years or 5 years. Not everyone qualifies for a multi-year permit. See instructions for details.

- h. No Yes An Alternate Plan? If yes, include a copy.
- i. No Yes Within 50 miles of saltwater and do you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
- j. No Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.

***** **If not working in or over typed waters, skip to Question 18** *****

You are required to verify Type Np and Ns water types within 200 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Additional Information section, additional pages, the Water Type Classification Worksheet, and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

Prior to answering Questions 14-17 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

14. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?

- a. No Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F water(s) that exceeds a five percent gradient?
- b. No Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F water(s)?
- c. No Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F water(s)?

15. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F water? No Yes

16. If installing, replacing, removing, or maintaining structures in or over any typed water, complete the table below. Type S and F waters require detailed plan information. Provide plan details in Question 31 or attach plan to the FPA/N. Provide crossing locations and identifiers on your Activity Map. A detailed plan with profiles may also be required for more complex hydraulic projects in Type N Waters per WAC 222-24-042(2).

Crossing Identifier (letter and/or number)	Water Type (S, F, Np, Ns)	*Existing HPA Number (if applicable)	HPA Expiration Date (if applicable)	Planned Activity (install, replace, remove, temporary, structure maintenance)	Structure (culvert, bridge, ford**, punchon, arch, other)	Proposed Size (dimensions of structure)	Culvert Design Method (No-slope, Stream-sim, Hydraulic, Other) (F and S only)	Channel Bed Width (ft) (F and S only)	Stream Gradient (%) (F and S only)	RMAP Project (Y or N)	FFFPP Project (Y or N)

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

** Fords and equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain endangered or threatened fish species. For more information, see 'Background for the State's Incidental Take Permits for certain endangered and threatened fish species' following Question 24 of the FPA/N Instructions.

17. If conducting any of the following activities in or over typed water, complete the table below. Some activities will require identifiers on the Activity map and/or more information in Question 31. See instructions.

*Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing**				
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 31)				

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

** Fords and equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain endangered or threatened fish species. For more information, see 'Background for the State's Incidental Take Permits for certain endangered and threatened fish species' following Question 24 of the FPA/N Instructions.

18. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for temporary roads and abandonment projects.

Road Identifier (name, number)	Road Construction		Road Abandonment	
	Length (feet)	Steepest Side-slope (%)	Length (feet)	Abandonment Date
R1	500	5		

19. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the Activity Map.

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)	Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded
NA				

20. If operating in or within 200 feet of a wetland, complete the table below. Show the boundaries of each wetland, along with its identifier, and WMZ on the Activity Map. See instructions for information.

Wetland Identifier (number, letter)	Wetland Type (A, B, or Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Area (acres)	How many acres will be drained?	How many acres will be filled?
W	Forested	None	NA	1/2 acre	0	0

***** If not harvesting or salvaging timber, skip to Question 29 *****

21. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on the Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

Unit Number	Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way)	Biomass Harvest (Y/N)	Harvest Method (Rubber Tired Skidder, Tracked Skidder, Dozer, Shovel, Full Suspension Cable, Lead-end Suspension Cable, Helicopter, Animal, Chipper-forwarder, Slash Bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Volume to be Harvested (biomass tonnage)	Volume to be Harvested (%)	Steepest Slope in Harvest Unit (%)
1	Even-aged	N	Shovel	22	500	0	100	35

22. Reforestation. Check the appropriate box(es).

- Planting. Tree Species: _____
- Natural. Include a Natural Regeneration Plan
- Not required because of one or more of the following:
- I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.
 - Individual dead, dying, down, or wind-thrown trees will be salvaged.
 - Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.
 - I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.
 - An average of 190 tree seedlings per acre are established on the harvest area and my harvest will not damage it.
 - Road right-of-way or rock pit development harvest only.

**** **If you own MORE than 80 forested acres in Washington, skip to Question 27** ****

23. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule on type S, F, or Np waters?

- No If no, continue to Question 27.
- Yes If yes, continue to Question 24. See instructions for qualifications and information.

24. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.

- a. ALL of the following apply to me and my land: (If no, answer b.)
- Between June 5, 2006 and today's date I have always owned less than 80 acres of forestland in Washington.
 - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forestland in Washington.

b. ONE OR MORE of the following apply to me and/or my land (check all that apply):

- I currently own more than 80 acres of forestland in Washington.
- Between June 5, 2006 and today's date I have owned more than 80 acres of forestland in Washington.
- Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
- Between June 5, 2006 and today's date this parcel has been owned by someone that has owned more than 80 forested acres in Washington.

If any of the statements in (b) above apply AND you use the 20-acre exempt RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Questions 24).

25. If harvesting within 115 feet of a Type S or F water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe how stream shade was determined to be met, using the 'Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Segment Length (feet)	Bankfull Width (feet)	Maximum RMZ Width (feet)	Are you harvesting within the maximum RMZ? (Y or N)

26. Are you harvesting within 29 feet of a Type Np water on a 20-acre exempt parcel?

- No Continue to Question 29.
- Yes See instructions and describe leave tree strategy in Question 31. Then continue to Question 29.

27. If harvesting within 200 feet of any of Type S or F water, complete the table below. Include DFC for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe how stream shade was determined to be met, using the 'Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S or F)	Site Class (I - V)	Stream Width (feet)	Is there a CMZ? (Y/N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)
NA							

28. If harvesting within 50 feet of Type Np water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)	Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)
NA					

29. How are the following marked on the ground? (Flagging, paint, road, fence, etc.)

Harvest Boundaries: Roads / Fences / lawn / Property Surveylines

Clumped Wildlife Reserve Trees/Green Recruitment Trees: Conversion to Residential Usage

Right-of-way limits/road centerlines: Orange flagging

Stream Crossing Work: NA

Riparian Management Zone Boundaries and Leave/Take Trees: NA

Channel Migration Zone: NA

Wetland Management Zone Boundaries and Leave/Take Trees: NA

30. Are you converting the land to non-forestry use within 3 years of harvest?

No Yes If yes, include your SEPA Determination and/or SEPA checklist.

31. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N water(s) see instructions for required plan information.

There are no streams within the forested acreage. A small .24 (quarter acre) man made pond is within the acreage. There are not inlets or outlets associated with the man made pond. It is located in a swale where ground water accumulates in the wet season. There are no fish in the pond. There is an existing residence and large shop within the site.

32. We acknowledge the following:

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - The Forest Practices Act and Rules AND
 - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery – Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

Signature of LANDOWNER 	Signature of TIMBER OWNER* (If different than landowner)	Signature of OPERATOR (If different than landowner)
Print Name: LINDA J. LUND	Print Name:	Print Name:
Date: 6/4/2018	Date:	Date:

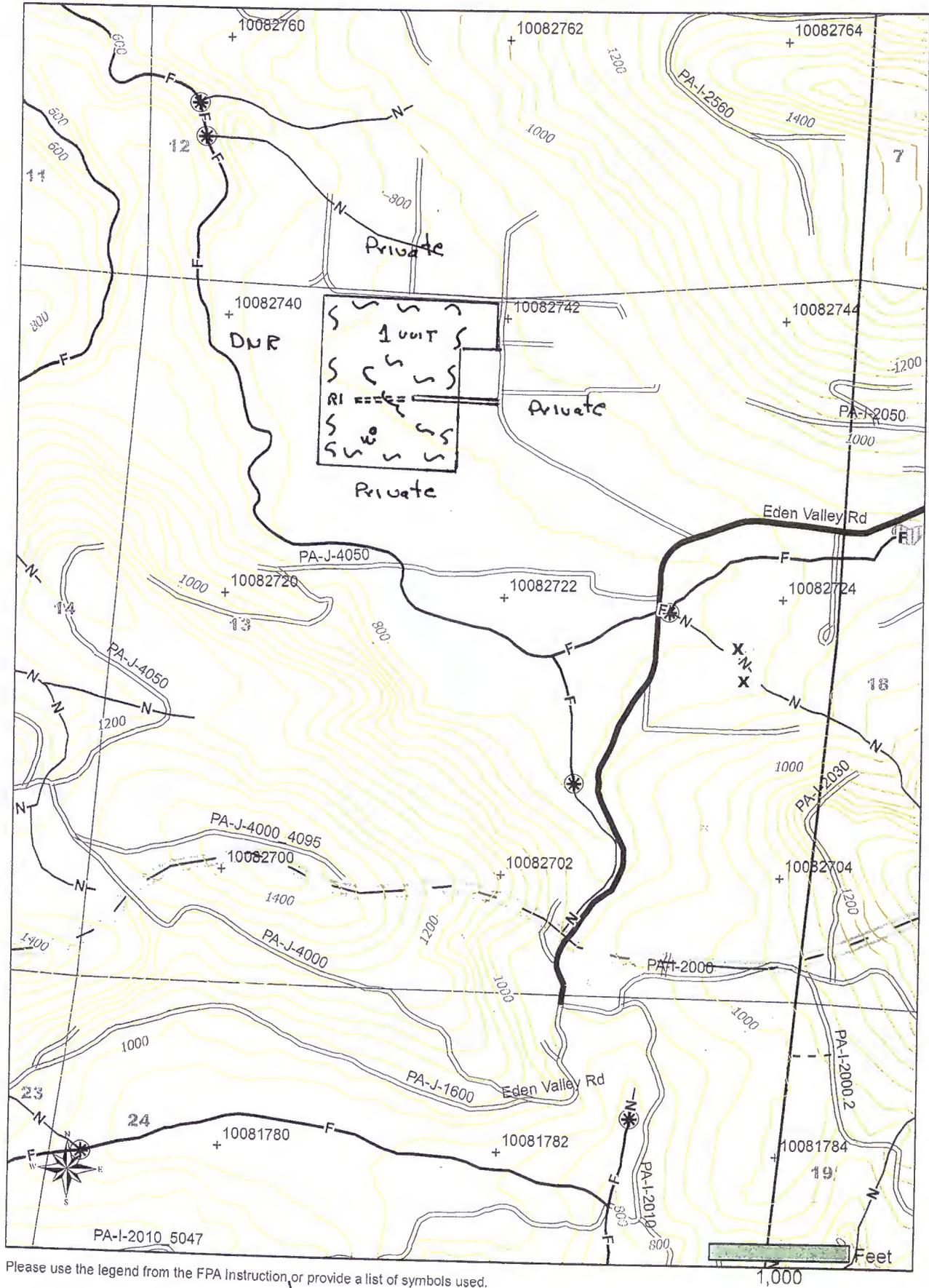
* NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 30 NORTH HALF 0, RANGE 08 WEST (W.M.) HALF 0, SECTION 13

Application #: 2615471



Please use the legend from the FPA Instruction or provide a list of symbols used.

Legend
 Small manmade pond and associated small forested w/ wetland
 New road ---- RI
 UNIT 4 ~ ~ ~

Date: 6/2/2018 Time: 6:18:36 AM
 NAD 83
 Contour Interval: 40 Feet



Forest Practices Application/Notification
NOTICE OF TRANSFER

I/we transfer my/our rights, privileges, and obligations under this approved Forest Practices Application or Notification. I/we affirm that the information contained below is true and agree to comply with the rules authorized by the Forest Practices Act and be bound by all conditions on the approved application or notification.

FPA/N Number: 2615471 Section(s): 13 Township: 30N Range: 8W

Original Landowner (Signature): Linda J. Lund

Original Landowner (Printed): LINDA J. LUND Date: 8/15/2018

New Operator - Complete this section only if you are:
[X] Changing an operator for: [X] Timber harvest [] Aerial spray
[] Adding an operator for: [] Road construction [] Timber harvest [] Aerial spray
Legal Name of New Operator: (Print) Oakes Logging LLC
Mailing Address: 462 Billy Smith Road, Port Angeles, WA 98362
Phone: 360 477 6036
Date: 8/15/18
New Operator Signature:

New Landowner - Complete this section only if you are transferring your FPA to a new landowner
[] No [] Yes Are you a small forest landowner per RCW 76.09.450 (if yes, continue to question below)
[] No [] Yes Is your entire proposed harvest area on a single contiguous ownership consisting of one or more parcel(s)?
Legal Name of New Landowner: (Print)
Mailing Address:
Phone:
Email:
Date:
New Landowner Signature:

New Timber Owner - Complete this section only if you are transferring your timber rights
Legal Name of Timber Owner: (Print)
Mailing Address:
Phone:
Email:
Forest Tax Reporting Account Number: (Contact Dept. of Revenue at: 1-800-548-8829)
Date:
New Timber Owner Signature:

[X] Received by: J. Michaud Date: 8/22/18
(DNR Forest Practices Staff Signature) 11/01/2017



FPA/N No: 2615471

Date of Service: 06/26/2019

Reference: Linda Lund SFLO 22

Request to Amend
Forest Practices Application/Notification
DNR's Decision

Decision

- Approved** This request for an amendment is approved and subject to the conditions listed below
- Disapproved** This request for an amendment is disapproved for the reasons listed below

Conditions on Approval/Reasons for Disapproval

Appeal Information (RCW 76.09.090(3), WAC 222-46-030(4), and WAC 332-08-215(3))

The Landowner, Timber Owner, or Operator has 15 calendar days from the Date of Service to request a Brief Adjudicative Proceeding for this **amendment which is a Notice to Comply for an authorized deviation**. Appeal requests must:

- Be in writing
- Include signature(s)
- Include the factual basis for the appeal and the issue to be adjudicated
- Sent to the Region Office at DNR Olympic Region, 411 Tillicum Lane Forks, WA 98331
- With a copy sent to the Department of Natural Resources, Forest Practices Division, PO Box 47012, Olympia, WA 98504-7012

Issued By: , Erik Dukes Title: Forest Practice Forester

Copies Sent To: Landowner (via US Mail), Timber Owner (via US Mail), Operator (via US Mail), WDFW, ECY, Affected Indian Tribes, LGE, other _____

DNR affidavit of mailing:

On this day _____, I placed in the United States mail at Forks _____, WA,	
(date)	(post office location)
postage paid, a true and accurate copy of this Amendment Request Notice of Decision for FPA # _____	
_____	_____
(Printed name)	(Signature)



WASHINGTON STATE DEPT OF NATURAL RESOURCES

Request to Amend Forest Practices Application/Notification

For DNR Region Office Use Only
Region: Olympic

Use this to request an amendment to an approved Western Washington, Eastern Washington, or Aerial Chemical Applications/Notifications

TYPE OR PRINT IN INK:

1. Landowner, Timber Owner, and Operator information

Table with 3 columns: Landowner, Timber Owner, Operator. Includes fields for Name, Mailing Address, City/State/Zip, Phone, and Email.

2. Approved FPA/N Number 2615471

3. Describe the proposed amendment to the original FPA/N. You can attach revised pages of an FPA/N, or give specific details. Include a new Activity Map if you are proposing any changes to the original.

Amendment consists of construction of additional 740' of new forest road within boundary of approved FPA. The steepest side slope involved in construction is ~5%. This road will be managed in perpetuity for a forestry use easement held by DNR.

4. I affirm that the information contained herein is true, and understand that this proposed forest practice is subject to the Forest Practices Act and Rules, as well as all other federal, state or local regulations. Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws. I understand this amendment is a request for a Notice to Comply for an authorized deviation as described in WAC 222-20-060.

5. [Signature] Landowner's Signature

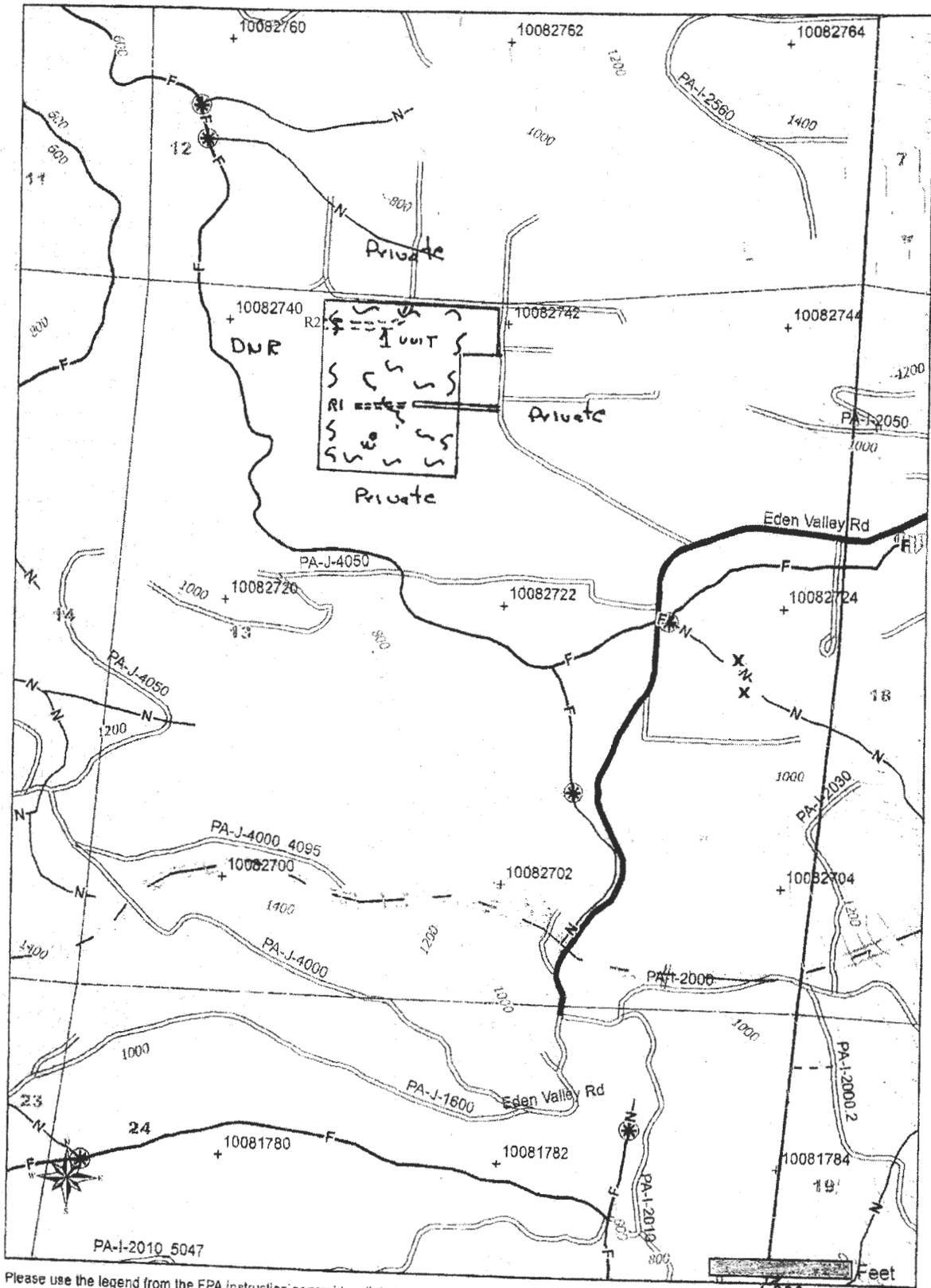
[Date] Date

CC: Erik 6/20/19 KK

FOREST PRACTICE ACTIVITY MAP (Amended)

TOWNSHIP 30 NORTH HALF 0, RANGE 08 WEST (W.M.) HALF 0, SECTION 13

Application #: 2615471



Please use the legend from the FPA instruction or provide a list of symbols used.

Legend
 Small manmade pond and associated small forested wetland
 new road ~~xxxx~~ R1, R2
 UNIT 4 ~ ~ ~

Date: 6/2/2018 Time: 6:18:36 AM
 NAD 83
 Contour Interval: 40 Feet

Forest Practices Application/Notification Addendum
DNR Proprietary HCP Implementation Checklist for the Marbled Murrelet, 2014
OESF, Straits, South Coast, and Columbia Planning Units Only

Refer to the DNR Proprietary HCP Implementation Agreement for the Marbled Murrelet, 2014. Marbled Murrelet GIS habitat and occupied site delineation is available on the Quick Data Loader and State Uplands Viewing Tool titled “State Lands – Marbled Murrelet – HCP Policy”.

1. Is the Forest Practices activity located within an occupied marbled murrelet site, OESF Science Team Additional habitat, OESF marbled murrelet Old Forest or reclassified habitat not available for release¹?
 - Yes, if harvest, salvage or new road construction, then proposal is **inconsistent** with the current HCP strategy. Harvest deferment of habitat. **Stop Proposed Activity** or document in Question #4 the specifics of proposal and Forest Resources Division (FRD) or Services approval if intending to proceed. Other forest practices may be permitted but requires FRD consultation. If FRD approved, continue to Question #2.
 - No, go to Question #2.

2. Is the proposed activity within 0.25 miles of any occupied site(s) or OESF unsurveyed old forest?
 - Yes, consult with Region biologist/specialist for recommendations and describe in question #4 any buffers or timing restrictions that are applied, but first go to question #3.
 - No, proposal is consistent with the current HCP strategy. Go to Question #3.

3. Is the proposed activity within an area of reclassified habitat available and designated for release¹?
 - Yes, go to Question #4 to document the WAU name, **total** acres allowed to be harvested and the **total** acres to date of habitat harvested within the WAU after this proposed harvest and proceed with activity. It is the region’s responsibility to ensure that the WAU will maintain at least 50% of the total reclassified habitat.
 - No, proceed with activity; go to Question #4 if any documentation is required.

¹ All reclassified habitat within the OESF and within SW Washington (SWWA) is harvest deferred without release. Some reclassified habitat within the Straits, Columbia and South Coast Planning Units, but outside of SWWA may be available for harvest if 50% of the habitat will remain within the WAU and it is greater than 0.5 miles from an occupied site. Check MM WAU status. SWWA is defined as those portions of the Columbia and South Coast Planning Unit west of Interstate 5 and that portion of the South Coast planning unit south of Highway 8 and south of Hwy. 12 between Elma and Aberdeen. WAUs outside of SWWA and the OESF must maintain at least 50% habitat.

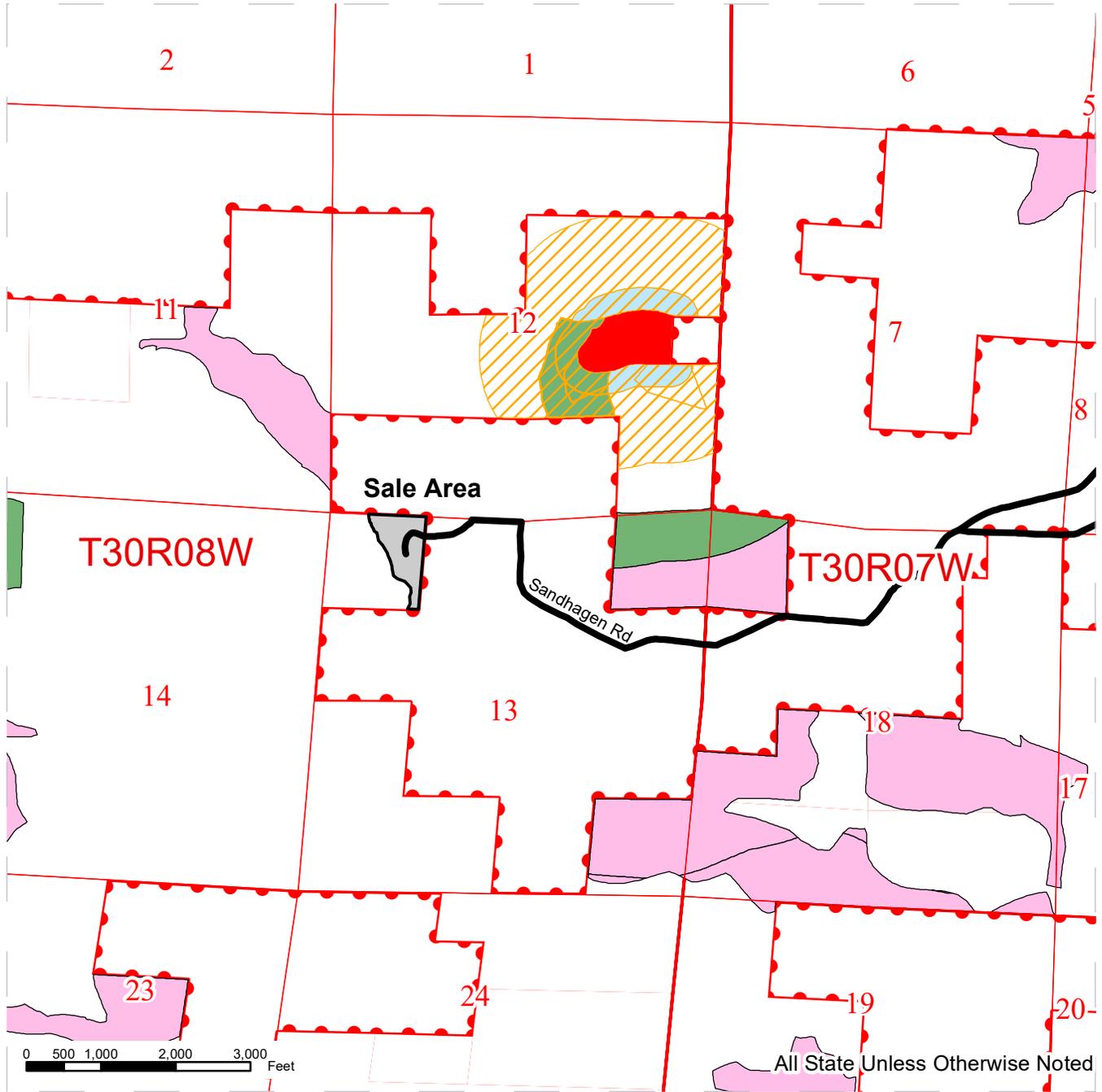
4. This question or section is for additional information the checklist suggested you provide in previous questions or any additional information you think is relevant to the proposal. If you were able to answer the previous questions without a “Stop Proposed Activity” notification then your proposal is consistent with the HCP and may proceed. Otherwise, more documentation is required here. If varying from current HCP guidance, attach consultation agreement from Forest Resources Division and/or USFWS and discuss below.

The entire proposal area was evaluated for habitat protection or other marbled murrelet conservation opportunities. The timber sale unit within the proposal was identified as non-habitat by the Marbled Murrelet habitat model. Updated information from the US Fish and Wildlife Services (USFWS Ref# 13410-2009-F-0388) indicates 100 meters as the threshold distance for significant murrelet behavioral response. For this reason, the region biologist does not recommend timing restrictions beyond 100 meters. Harvest activities associated with this proposal are not located within a 100 meters of any designated occupied or unsurveyed old forests. However, portions of the Place Road, Place Pit, I-2600, and I-2610 are within the 100 meter buffer. Due to this, these roads will have road and pit activity timing restrictions from one hour before official sunrise to two hours after official sunrise, and from one hour before official sunset to one hour after official sunset from April 1 through September 23.

MARBLED MURRELET ADJACENCY MAP

SALE NAME: SALT AND SAND
 APPLICATION #: TBD by FP Staff

COUNTY(S): Clallam
 TOWNSHIP(S): T30R8W

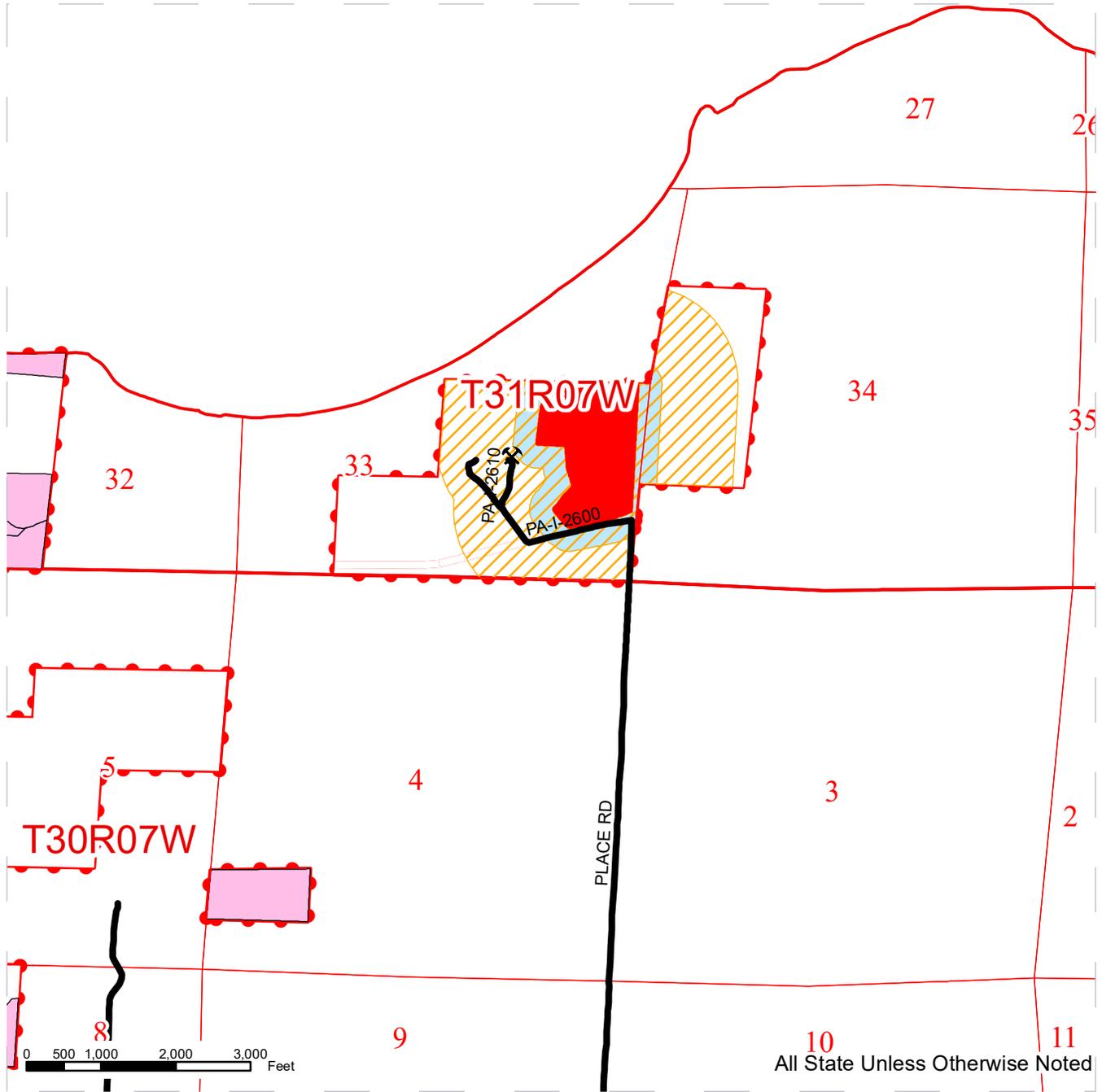


 Deferred from Harvest, Occupied Site	 Timber Sale Unit
 Deferred from Harvest	 Section Lines
 Reclassified Habitat	 Township/Range Lines
 Occupied Buffer (300 Foot)	 DNR Managed Lands
 Within 1/4 mile of Occupied Site	 Haul Route
 Released Reclassified - Available	

MARBLED MURRELET ADJACENCY MAP

SALE NAME: SALT AND SAND
 APPLICATION #: TBD by FP Staff

COUNTY(S): Clallam
 TOWNSHIP(S): T30R8W



All State Unless Otherwise Noted

	Deferred from Harvest, Occupied Site		Section Lines
	Occupied Buffer (300 Foot)		Township/Range Lines
	Within 1/4 mile of Occupied Site		DNR Managed Lands
	Released Reclassified - Available		Haul Route
			Place Pit

**Forest Practices Application/Notification Addendum DNR
State Trust Lands HCP Implementation Checklist for the
Northern Spotted Owl, 2017 (all HCP planning units & OESF)**

Refer to the DNR State Trust Lands HCP Implementation Agreement for the NSO, 2017.

1. Is the Forest Practice activity within a NRF Management Area?
 Yes, Go to #2.
 No, Go to #6.
2. Is the Forest Practice activity within a designated 500-acre Nest Patch?
 Yes, Harvesting within a nest patch is **inconsistent** with HCP without consultation, refer to Substitution Agreement, Section I.A. **Stop Proposed Activity** or document in Question #17 the specifics of proposal and Forest Resources Division concurrence if intending to proceed. Maintenance of existing roads is permitted, describe road maintenance activity in Question #17. If able to proceed, go to #3.
 No, Go to #3.
3. Is the Forest Practice activity within 0.7 miles of a spotted owl nest site (status 1 or 2)?
 Yes, Apply timing restrictions; refer to Substitution Agreement, Section I. Go to #4.
 No, Go to #4.
4. Is the SOMU where the Forest Practice activity is located above the target amount of 50% NRF habitat?
 Yes, Proceed with the activity, ensuring that habitat within the SOMU will not fall below the target amount of 50% and no more than 5% of sub-mature or better habitat within the SOMU is harvested within two years. Please describe in Question #17; if the activity will be harvesting habitat or non-habitat, whether it is an enhancement activity or even- age harvest and how many acres or percentage of NRF habitat will remain within the SOMU after harvest. Go to #16.
 No, Go to #5.
5. Is the Forest Practice activity within suitable sub-mature habitat or better or “next best”?
 Yes, Ensure NRF habitat remains after completion of the harvest activity or that the activity will not increase the length of time for the target amount to reach a suitable habitat condition. Please describe in Question #17, type of activity, how habitat will be maintained or next best stands enhanced and what the final stand condition will be. Go to #16.
 No, Ensure that target amount of habitat within the SOMU will not take longer to achieve after activity. Please describe in Question #17 how management activity will maintain and/or achieve the NRF target amount. Go to #16.
6. Is the Forest Practice activity within a Dispersal or DFC Management Area?
 Yes, Go to #7.
 No, Go to #10.
7. Is the Forest Practice activity within 0.7 miles of a spotted owl nest site (status 1 or 2)?
 Yes, Apply timing restrictions; refer to Substitution Agreement, Section I. Go to #8.
 No, Go to #8.
8. Is the SOMU where the Forest Practice activity is located, above the target amount of 50% dispersal habitat?
 Yes, Proceed with the activity, ensuring that habitat within the SOMU will not fall

below the target amount of 50%. Please describe in Question #17; if the activity will be harvesting habitat or non-habitat, whether it is an enhancement activity or even- age harvest and how many acres or percentage of dispersal habitat will remain within the SOMU after harvest. Go to #16.

No, Go to #9.

9. Is the Forest Practice activity within suitable dispersal habitat or better or “next best”?

Yes, Ensure dispersal habitat remains after completion of the harvest activity or that the activity will not increase the length of time for the target amount to reach a suitable habitat condition. Please describe in Question #17, type of activity, how habitat will be maintained or next best stands enhanced and what the final stand condition will be. Go to #16.

No, Ensure that target amount of habitat within the SOMU will not take longer to achieve after activity. Please describe in Question #17 how management activity will maintain and/or achieve the dispersal target amount. Go to #16.

10. Is the Forest Practice activity located within the OESF?

Yes, Go to #11.

No, Go to #16.

11. Is the Forest Practice Activity within Young Forest Habitat, Old Forest Habitat, or a Pathways Management Candidate Stand?

Yes, Go to #12.

No, Proceed with the activity, Please describe in Question #17; whether it is an enhancement activity or even-age harvest and how many acres. Describe percentage of suitable habitat will remain within the SOMU after harvest. Go to #16.

12. Is the Forest Practice activity in a SOMU in the maintenance and enhancement phase?

Yes, Activity can proceed if it ensures commitments to OESF Forest Land Plan as described within the Substitution Agreement, Section II and that habitat within the SOMU will not fall below the target amount. For Old Forest Habitat both the 20% Old Forest and 40% Young Forest and Better thresholds must be maintained. Active and Passive Pathways Management Candidate Stands are available if thresholds are maintained. Please describe in Question #17 how management activity will maintain habitat thresholds and how any candidate stands will be managed in accordance with the pathway prescription. Go to #16.

No, Go to # 13.

13. Is the Forest Practice activity in Old Forest Habitat in a SOMU that is in the Restoration Phase?

Yes, No harvesting of Old Forest Habitat is allowed during the Restoration Phase.

No, Go to #14.

14. Is the Forest Practice activity a regeneration harvest of Young Forest Habitat in a SOMU that is in the Restoration Phase?

Yes, No regeneration harvest of Young Forest Habitat in a SOMU during the Restoration Phase without consultation with the HCP and Scientific Consultation Section. Describe in #17 how many acres or percentage of suitable habitat will remain within the SOMU after harvest. Document the reasons for harvest of young forest habitat and provide documentation of approval. Go to #16.

No, Go to #15.

15. Is the Forest Practice activity in an Active or Passive Pathways Management Candidate Stand in a SOMU that is in the Restoration Phase?
- Yes, No harvesting of Passive Pathways Management Candidate Stand is allowed during the Restoration Phase. Active Pathways Management Candidate Stands can only have thinning activities. Please describe in Question # 17 how management activity will maintain habitat thresholds or how thinning activities will enhance habitat. Describe in #17 how many acres or percentage of suitable habitat will remain within the SOMU after harvest.
- No, Proceed with the activity, if commitments to the OESF Forest Land Plan as described within the Substitution Agreement and the SOMU are maintained and habitat does not fall below the minimum threshold. Please describe in Question # 17 how management activity will maintain habitat thresholds or how thinning activities will enhance habitat. Describe in #17 how many acres or percentage of suitable habitat will remain within the SOMU after harvest. Go to #16.
16. Is the Forest Practice activity located within a Status 1 or 2 spotted owl management circle based on the WDFW database?
- Yes, Apply harvest timing restrictions to activities within the best 70-acre core around the site center; refer to Substitution Agreement, Section III. Include location of best 70-acre core on Forest Practices Map. Go to #17.
- No, Go to #17.
17. Provide any additional information or details requested from previous questions on the following lines. If no additional information is required, simply state “not applicable” below. Otherwise, include the SOMU name(s) when necessary if activity is within NRF or dispersal management areas or OESF and how habitat will be maintained or enhanced, etc. If varying from standard HCP guidance, attach concurrence/variance approval from Land Management Division and/or Federal Services and discuss below.

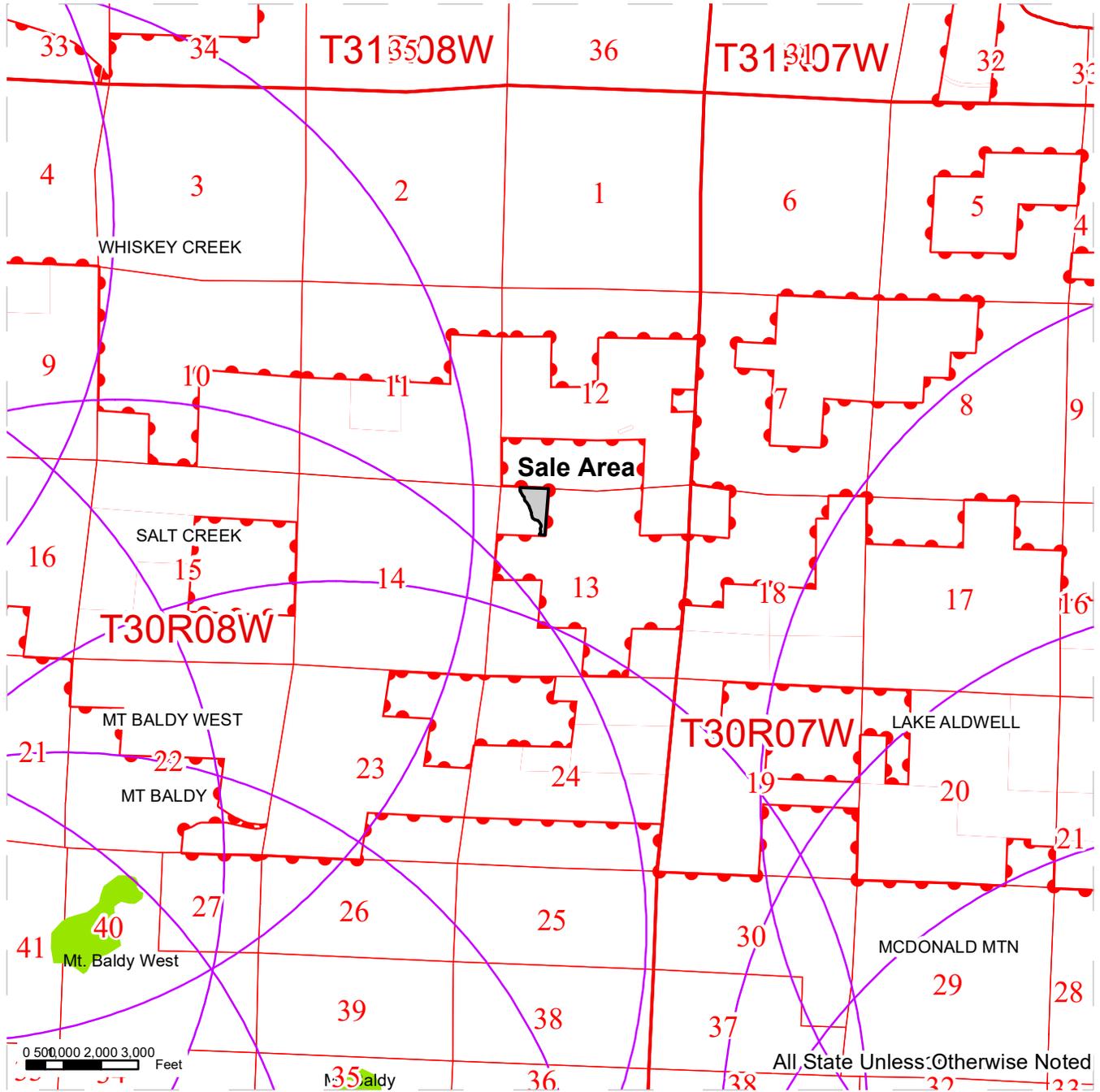
End checklist.

Not Applicable

NORTHERN SPOTTED OWL BEST 70 MAP

SALE NAME: SALT AND SAND
 APPLICATION #: 30-099547

COUNTY(S): Clallam
 TOWNSHIP(S): T30R8W



 Olympic Status 1 and 2 Owl Circles	 Section Lines
 Olympic Best 70	 Township/Range Lines
 Timber Sale Unit	 DNR Managed Lands



**Forest Practices Application/Notification Addendum
DNR Proprietary HCP, WAC Replacement Summary for Aquatic Resources, 2008
Five West-side Planning Units, Excluding the OESF**

Please refer to the DNR Proprietary HCP Substitution Agreement for Aquatic Resources, 2008. Please check all HCP prescriptions and/or activities, which are relevant to this proposal and describe the management prescriptions and final stand composition at the end of this checklist.

NOTE: When assessing hydrologic maturity for each sub-basin inside the rain-on-snow zone, DNR staff will use the most updated data layer delineating Watershed Administrative Units as designated by Forest Practices.

- Assessing Hydrologic Maturity in the Rain-On-Snow (ROS) Zone (Refer to item A in the Agreement Memo). If the activity lies within the ROS zone and subbasin will be managed for ROS, fill out the following table. If within ROS zone, but subbasin will not be managed for ROS, describe why in additional information section below.

1. SUB-BASIN NAME	2. TOTAL ROS ACRES (DNR) WITHIN SUB-BASIN	3. HYDRO MATURE TARGET ACRES (2/3 of Column 2)	4. CURRENT DNR SUB-BASIN ACRES IN HYDRO MATURE FOREST IN ROS	5. ACRES OF HYDRO MATURE FOREST TO BE REMOVED	6. SUPRLUS (+) OR DEFICIT (-) ACRES AFTER ACTIVITY

- Wetlands Protection, road construction within wetlands or wetland buffers, requires mitigation. (Refer to item B in the Agreement Memo). If this activity will include road construction within a wetland or WMZ, describe the type of wetland, potential loss of wetland function and how and where the loss of function will be mitigated.
- Harvesting within Forested Wetlands. (Refer to items C & E in the Agreement Memo). Describe the remaining stand characteristics within the wetland and map any forested wetlands greater than 3 acres.
- Wetland Management Zones. (Refer to item D in the Agreement Memo). Describe the site index and WMZ width. If harvesting within the WMZ, describe the remaining stand characteristics within the WMZ.
- Riparian Management Zones for Type 1, 2 and 3 Waters (Refer to item F and Appendix 1 in the Agreement Memo). Describe the site index, RMZ width and if a wind buffer was applied. Describe if the RMZ begins from the outer edge of a CMZ or 100-year floodplain and how they were typed.
- Riparian Management Zones for Type 4 and 5 Waters (Refer to item G and Appendix 1 in the Agreement Memo). Describe any special protection for Type 5 waters.
- Harvesting or Salvaging within Type 1, 2, 3 and 4 Riparian Management Zones. (Refer to item F-J and Appendix 3 in the Agreement Memo). If harvesting, describe the general

HCP Riparian Forest Restoration Strategy management scenario under which the proposal's riparian stand will be managed. Describe stand treatment including removals, down wood and snag recruitment and type of activities. Describe post-harvest stand; how it meets the management parameters of the general management scenario, what species composition and diameter classes will remain, trees per acre, basal area, relative density. If salvaging, describe how you will be meeting the RDFC conditions, what you will retain and removals and other salvage/restoration conditions described within the Ecosystem Services Section approved site specific restoration plan (and/or attach plan).

Please provide any requested additional information below. If varying from standard HCP guidance, attach concurrence/variance approval from Land Management Division and/or Federal Services and discuss below (e.g. research).

Riparian Management Zone: Type-3 waters- There is one Type 3 stream associated with this proposal. It is protected with a Riparian Management Zone buffer of 150' determined by site index.

All streams were typed using the "Water Typing System for the Forested State Trust HCP Lands"

Project Name:

Appendix D. Slope Stability Informational Form

Complete and attach this form to your FPA/N if you answered “Yes” to FPA Question 10. Refer to WAC 222-16-050(1)(d) and Forest Practices Board Manual Section 16 - *Guidelines for Evaluating Potentially Unstable Slopes* for definitions and descriptions of potentially unstable slopes or landforms.

1. a. What preliminary screening tools were used to identify unstable slopes or landform features in and/or around your proposal? Check all of the following boxes that apply.

Aerial Photo LiDAR Landslide Inventory Landslide Hazard Zones GIS

Other, describe:

1. b. Did any of the features identified during the preliminary screening (1.a.) not exist when you performed a field review?

No. Go to Question 2(a).

Yes. If yes, describe:

2. a. Are you conducting forest practices activities in or over potentially unstable slopes or landforms?

No. Go to Question 3(a).

Yes. If yes, check all the following boxes that apply.

Inner Gorge	Bedrock Hollow	Convergent Headwalls	Outer Edges of Meander Bends
Groundwater Recharge Areas for Glacial Deep-seated Landslides	Toe of Deep-Seated Landslides Steeper than 65%	Category E - see instructions (<i>Example: active deep-seated landslides and others</i>)	

Other. If other is selected, describe:

Project Name:

2.b. What activities may occur in or over potentially unstable slopes or landforms? Check all the following boxes that apply.

Timber Harvest Suspending Cables Yarding Tailholds
Road Construction

3. a. Are you conducting forest practices activities around potentially unstable slopes or landforms?

No. Go to Question 4(a)

Yes. If yes, check all the following boxes that apply.

Inner Gorge Bedrock Hollow Convergent Headwalls Outer Edges of Meander Bends
Groundwater Recharge Areas for Glacial Deep-seated Landslides Toe of Deep-Seated Landslides Steeper than 65% Category E - see instructions (Example: active deep-seated landslides and others)

Other. If other is selected, describe:

3. b. What forest practices activities may occur around potentially unstable slopes or landforms? Check all the following boxes that apply.

Timber harvest Road construction Suspending cables Yarding Tailholds

4. a. Were any features identified in Question 3.a. excluded from forest practices activity?

No. Go to Question 5.

Yes. Continue to Question 4(b)

4. b. Describe the field indicators you used to exclude potentially unstable slopes or landforms from your forest practices activity (i.e.: flagging was placed a crown width away from the break in slope of the inner gorge.):

Project Name:

5. Are there areas of public use (which may include, but are not limited to: public roads, utilities, designated recreation areas, occupied structures, etc.) located in or around the area of your proposed forest practices activity?

No. Go to Question 6.

Yes. Show these locations on the map in Question 7.

Public Road(s) Utility(ies) Designated Recreation Area(s) Occupied Structure(s)

6. Complete the table below with date(s) and information about field review participant(s):

FIELD REVIEW(S)		
Date (mm/dd/yyyy)	Name	Title/Position

7. Attach a legible map that shows the following:

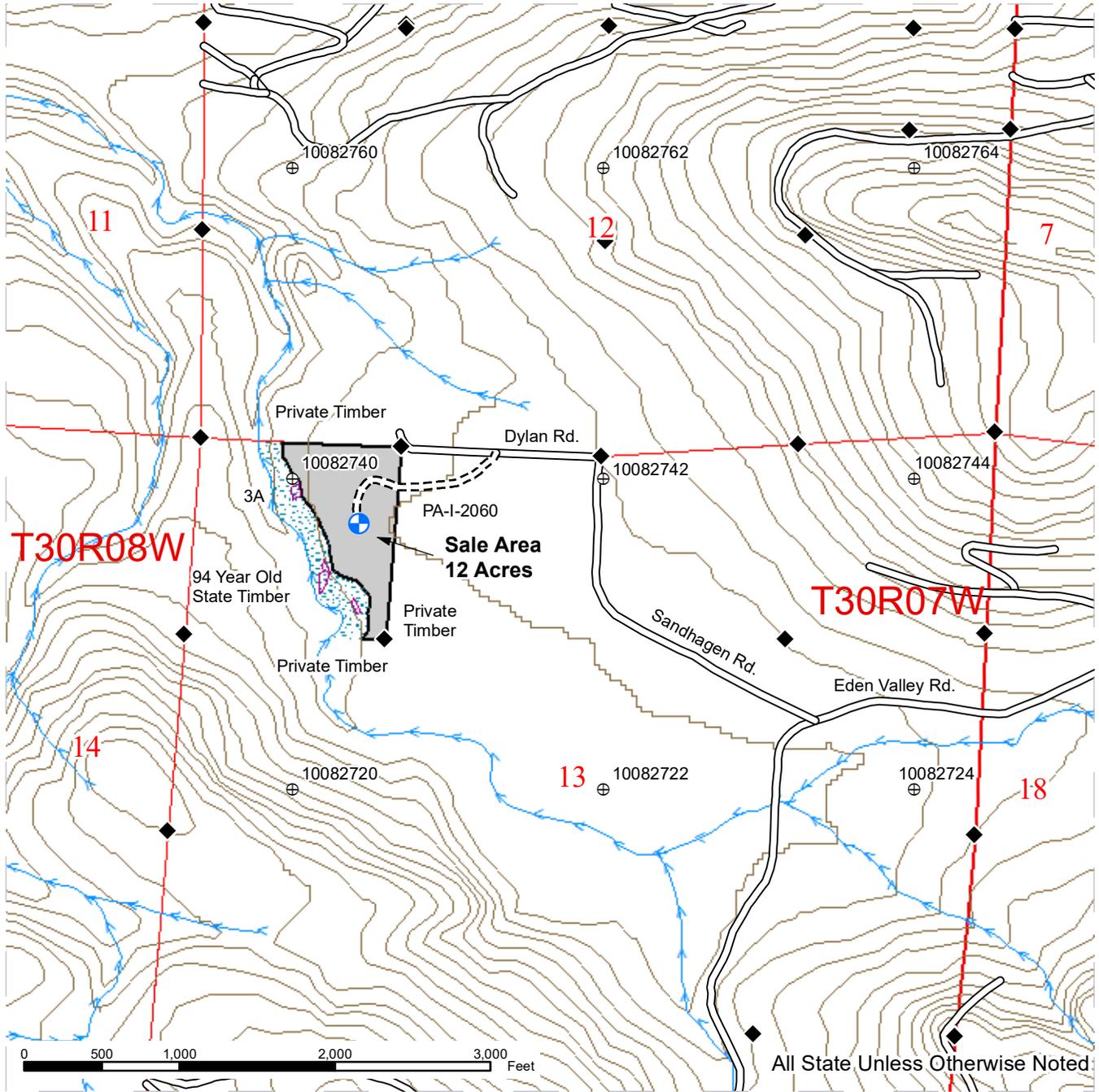
- All areas reviewed.
- Locations of unstable slopes or landforms that were identified as described in Questions 2.a. and 3.a. above
- Locations where areas of public use exist as described in Question 5 above.

This map is intended to be developed by the field practitioner. This can be a forest practices activity map, harvest map, or GIS map – See attached example.

SLOPE STABILITY MAP

SALE NAME: SALT AND SAND
 APPLICATION #: TBD by FP Staff

COUNTY(S): Clallam
 TOWNSHIP(S): T30R8W



⊕ Tics - 2000' Interval	— Existing Road	▨ Riparian Mgt Zone
◆ Survey Monument	==== Construction	⊗ Inner Gorge
⊕ Landing	→ Streams	■ Timber Sale Unit
	— Contours 40-foot	



Olympic Region State Lands Water Type Worksheet

Stream/Segment ID: 3A

Stream/Segment ID: _____

Stream/Segment ID: _____

1. Does the stream segment have a defined channel of 20 feet or greater in width between the ordinary high-water marks and have a gradient of less than 4 percent?

- Yes. Type 2 water, Stop.
- No. Continue.

- Yes. Type 2 water, Stop.
- No. Continue.

- Yes. Type 2 water, Stop.
- No. Continue.

2. Do you have a protocol survey? (See the Board Manual Section 13.) Or, does the stream have waiver characteristics? (See WAC 222-16-031(3) (b) (ii).)

- No. Continue.
- Yes:

- No. Continue.
- Yes:

- No. Continue.
- Yes:

Fish found. Type 3 water, Stop.

Fish found. Type 3 water, Stop.

Fish found. Type 3 water, Stop.

No fish. Continue to #6.

No fish. Continue to #6.

No fish. Continue to #6.

Yes, meets waiver criteria.

Yes, meets waiver criteria.

Yes, meets waiver criteria.

3. List the date stream observations were made for water typing:

Date observed: 7/19

Date observed: _____

Date observed: _____

4. Were fish observed or are fish known to use the stream any time of the year?

- Yes. Type 3 water, Stop.
- No. Continue.

- Yes. Type 3 water, Stop.
- No. Continue.

- Yes. Type 3 water, Stop.
- No. Continue.

5. Does the stream segment have a defined channel of 2 feet or greater in width between the ordinary high-water marks and have a gradient of 16 percent or less?

- Yes. Type 3 water, Stop.
- No. Continue.

- Yes. Type 3 water, Stop.
- No. Continue.

- Yes. Type 3 water, Stop.
- No. Continue.

6. Does the stream segment have a defined channel of 2 feet or greater in width between the ordinary high-water marks and have a gradient greater than 16 percent and less than or equal to 20 percent; and have greater than 50 acres in contributing basin size?

- Yes. Type 3 water, Stop.
- No. Continue.

- Yes. Type 3 water, Stop.
- No. Continue.

- Yes. Type 3 water, Stop.
- No. Continue.

7. Does the stream have a channel width greater than 2 feet between the ordinary high-water marks?

- Yes. Type 4 water, Stop.
- No. Type 5 water, Stop.

- Yes. Type 4 water, Stop.
- No. Type 5 water, Stop.

- Yes. Type 4 water, Stop.
- No. Type 5 water, Stop.

Watershed Analysis Worksheet

(Use a separate worksheet for each Watershed Analysis Unit)

Watershed Administrative Unit Name:

Check all of the following that apply:

- I have reviewed the Watershed Analysis Prescription documents. My proposal is not located on or adjacent to any of the described features. Prescriptions do not effect my proposal.
- I have reviewed the descriptions and maps for all prescriptions. My proposal is located on or adjacent to the following prescription areas:
 - Surface Erosion Prescriptions
 - Mass Wasting Prescriptions
 - Hydrology Prescriptions
 - Water Quality
 - Water Supply / Public Works
 - Riparian – applicable to landowners using the 20 acre exempt RMZ rule

Complete the following information for each prescription that affects your proposal or is adjacent to your proposal. Identify the resource sensitivity name and if you are implementing the prescriptions or not.

Attach required reports and additional information as necessary.

Resource Sensitivity Name/No:	AA AAAAA Implementing Prescription: AAA Yes AA No
Describe harvest techniques proposed	
Describe road techniques proposed	
Describe other techniques proposed	

Resource Sensitivity Name/No:	AAAAA Implementing Prescription: AAA Yes AA No
Describe harvest techniques proposed	
Describe road techniques proposed	
Describe other techniques proposed	

Resource Sensitivity Name/No:	AAAAA Implementing Prescription: AAA Yes AA No
Describe harvest techniques proposed	
Describe road techniques proposed	
Describe other techniques proposed	

Watershed Analysis Worksheet Instructions

This form must be submitted along with your Forest Practice Application/Notification (FPA) form if:

- You are harvesting timber (including salvage) or constructing roads within or adjacent to an approved Watershed Administrative Unit. OR
- If you answered yes to Question # 5 of the FPA because you are substituting Watershed Analysis Prescriptions.

A separate worksheet should be used for each Watershed Administrative Unit.

The following information must be included in the space provided or on additional pages.

- The name of the Watershed Administrative Unit where your proposal is located.
- Check all of the boxes that apply regarding your review of Watershed Analysis Prescriptions.
- Indicate each Resource Sensitivity Name (prescription name) that may affect your proposal.
- Indicate if you are implementing the prescription.
- Describe the specific harvest, road and other techniques you will use to implement the prescription.

Many prescriptions provide a landowner with a variety of different operational options. Sufficient detail needs to be included so that we can evaluate your proposal.

If your proposal is located on an area of resource sensitivity (prescription) AND you are choosing not to follow the prescription your FPA will be processed as a Class IV-Special and require a State Environmental Policy Act (SEPA) checklist.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

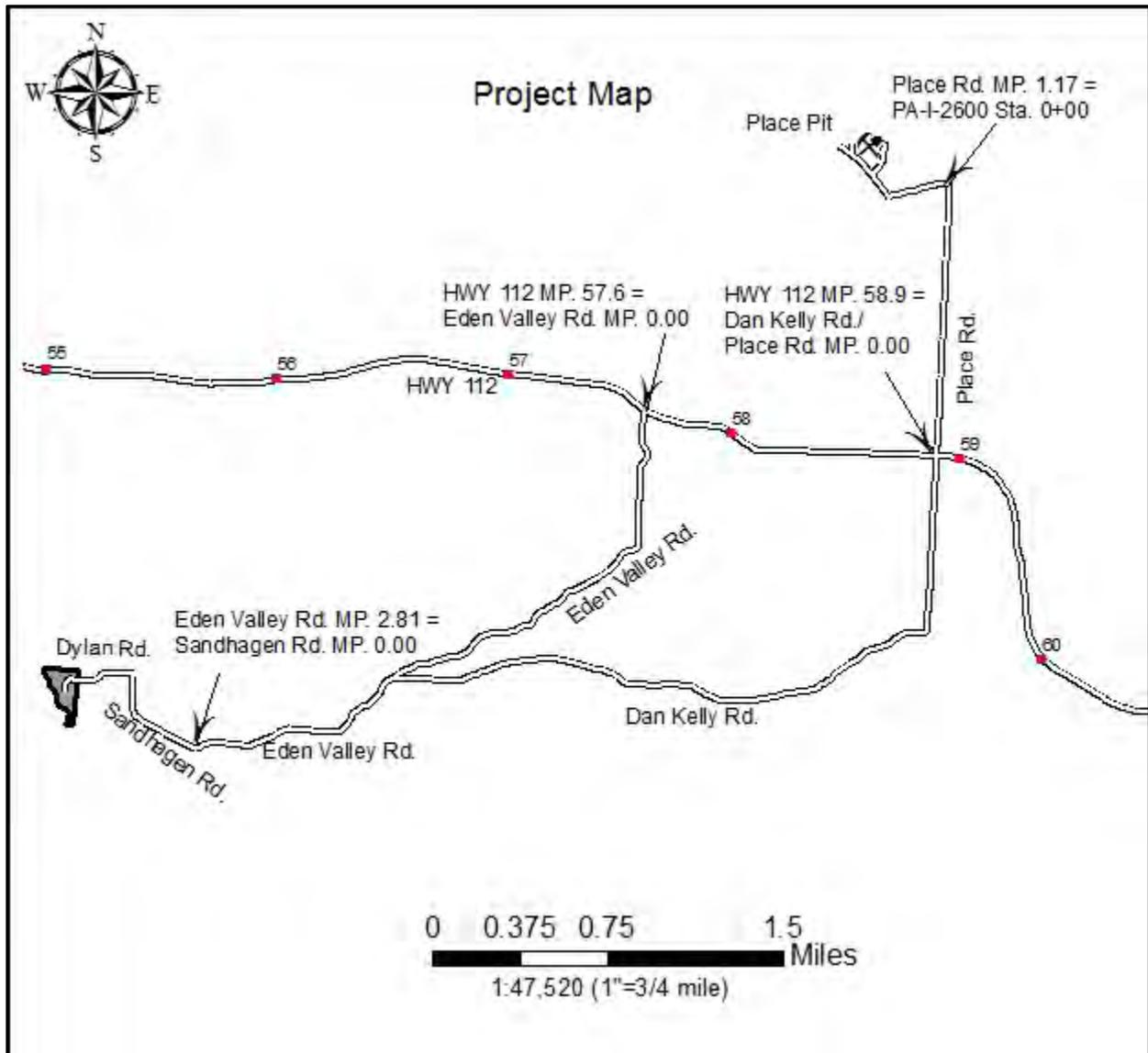
SALT AND SAND TIMBER SALE ROAD PLAN
CLALLAM COUNTY
STRAITS DISTRICT
OLYMPIC REGION

AGREEMENT NO.: 30-099547

DISTRICT ENGINEER: GREG ELLIS

DATE: 7-23-19

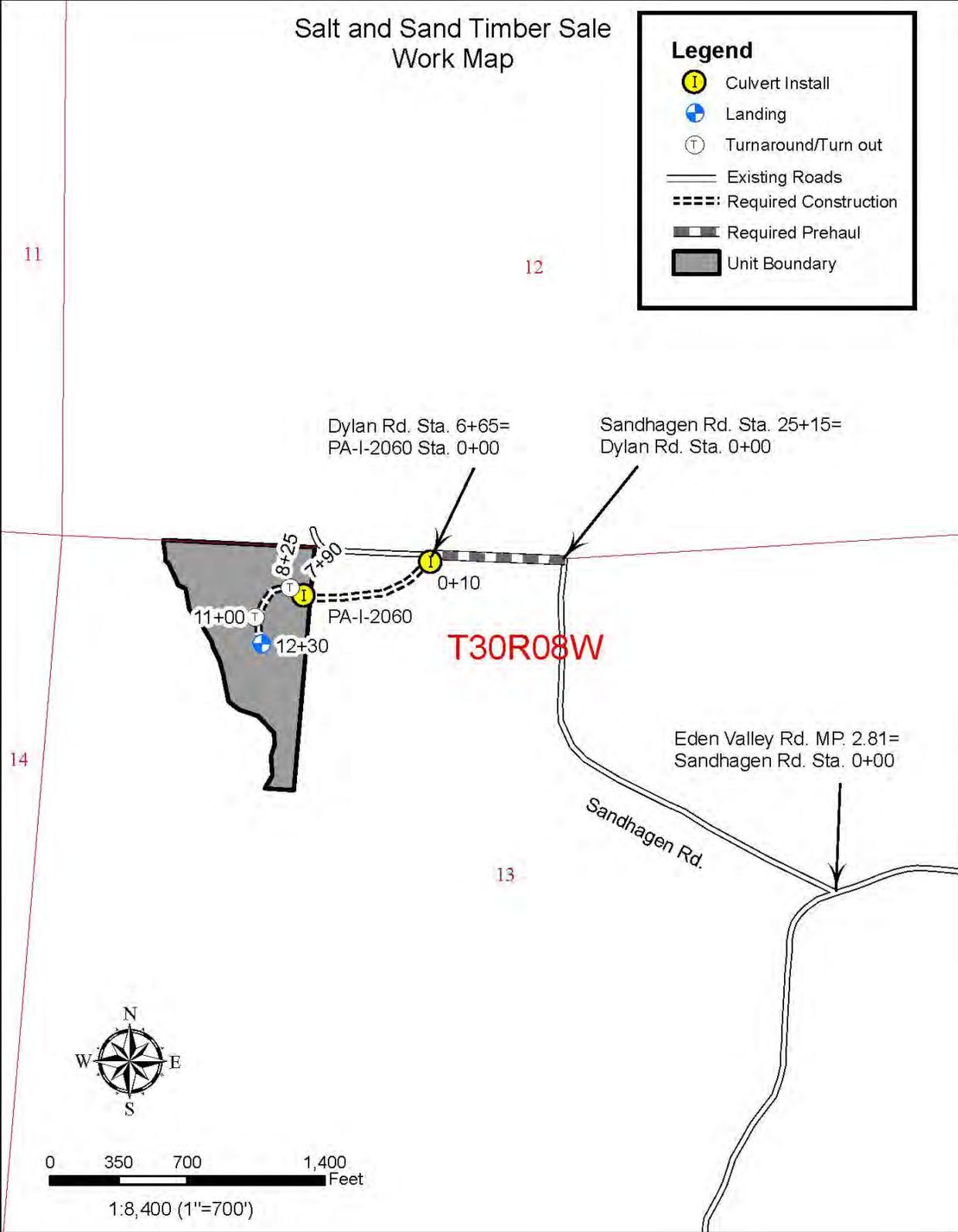
DRAWN & COMPILED BY: STERLING SMITH

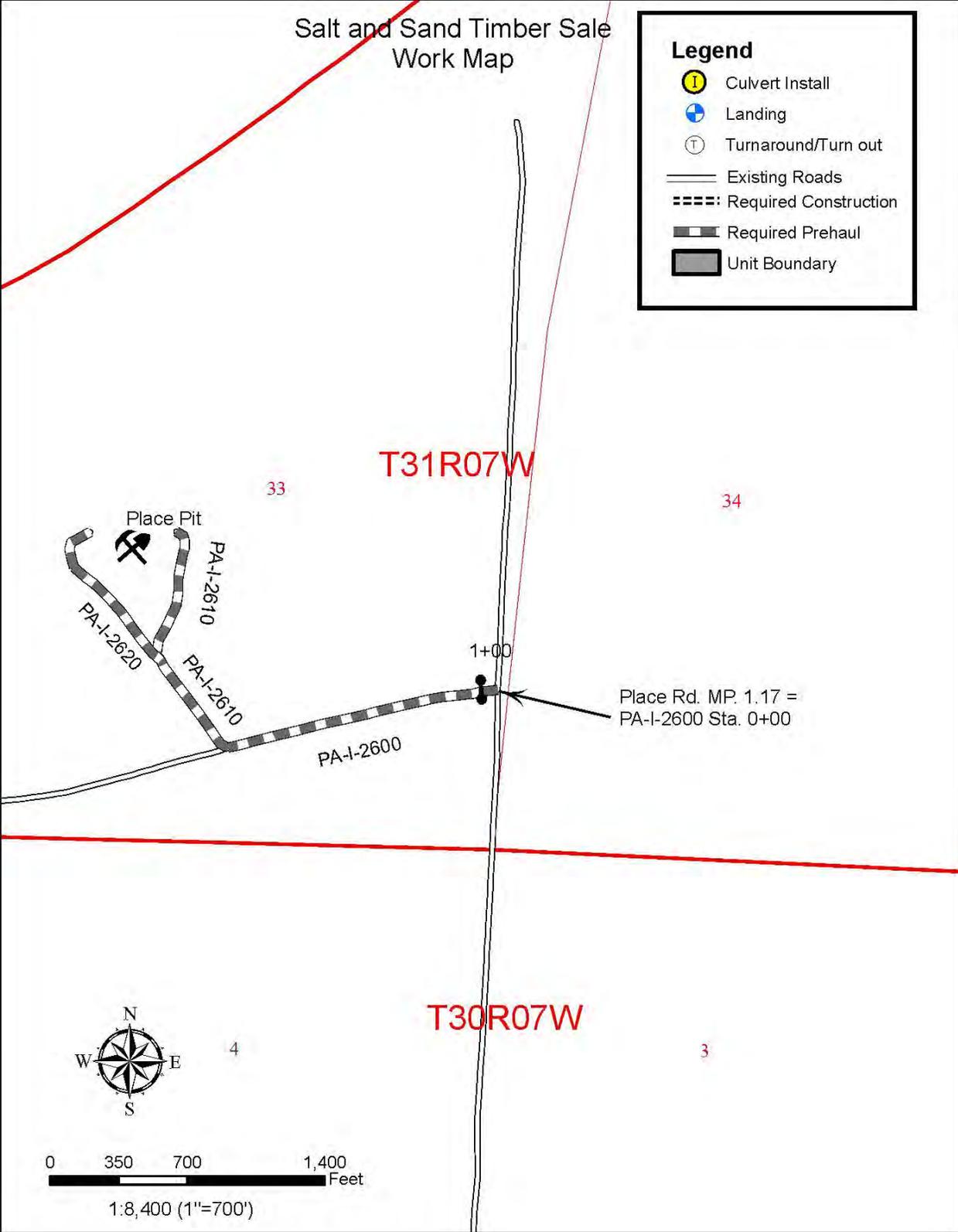


Salt and Sand Timber Sale Work Map

Legend

- Culvert Install
- Landing
- Turnaround/Turn out
- Existing Roads
- Required Construction
- Required Prehaul
- Unit Boundary





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>
Dylan Rd.	0+00 to 6+65	Pre-Haul Maintenance
PA-I-2600	0+00 to 14+10	Pre-Haul Maintenance
PA-I-2610	0+00 to 8+90	Pre-Haul Maintenance
PA-I-2620	0+00 to 9+00	Pre-Haul Maintenance
PA-I-2060	0+00 to 12+30	New Construction

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-I-2060	0+00 to 12+30	See Below
Total Stations	12.30 Stations	

Construction includes, but is not limited to: Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts, constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-2600	0+00 to 14+10	Grade, shape and compact existing running surface in accordance to Clause 2-5 or as directed by contract administrator and perform gate maintenance in accordance with Clause 7-75.
PA-I-2610	0+00 to 8+90	Grade, shape and compact existing running surface in accordance to Clause 2-5 or as directed by contract administrator.
PA-I-2620	0+00 to 9+00	Grade, shape and compact existing running surface in accordance to Clause 2-5 or as directed by contract administrator.
Dylan	0+00 to 6+65	Grade, shape and compact existing running surface in accordance to Clause 2-5, apply rock per rocklist.
Total Stations	38.65 Stations	

Pre-haul maintenance includes, but is not limited to: Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacements, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

0-7 POST-HAUL MAINTENANCE

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

0-13 STRUCTURES

Purchaser acquire and install all structures. Requirements for these structures are listed in Section 7 STRUCTURES.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

If the Purchaser desires a change from this road plan including, but not limited to, relocation, extension, change in design, or adding roads; a revised road plan 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.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-10 WSDOT STANDARD SPECIFICATION REFERENCE

References in this road plan to “WSDOT Standard Specifications” mean the Washington State Department of Transportation’s Standard Specifications for Road, Bridge, and Municipal Construction 2012 (M41-10).

1-12 SURVEY MONUMENTS

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

1-13 LOG LOADING

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

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

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

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

1-18 REFERENCE POINT DAMAGE

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

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Purchaser shall complete reconstruction, construction and pre-haul road work before the start of timber haul.

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

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

1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
All	All	All	Weekends and State Recognized Holidays
All	All	All	November 1 st – April 30 th

1-26 OPERATING DURING CLOSURE PERIOD

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

1-27 TIMING RESTRICTION FOR MARBLED MURRELET

On the following road(s), any road work, right-of-way timber falling and yarding, rock pit operation, or heavy equipment operation is not allowed from one hour before official sunrise to two hours after official sunrise, and from one hour before official sunset to one hour after official sunset from April 1 through September 23. This restriction does not apply to hauling timber, rock, or equipment.

<u>Road</u>	<u>Stations</u>
PA-I-2600, PA-I-2610, PA-I-2620	All
Place Pit	All

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 6 inches on pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 4 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 ASPHALT SURFACE RESTRICTION

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

If tracked equipment is used on 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 asphalt surface(s). Any damage to the surface(s) will be repaired, at the Purchaser’s expense, as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

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

SUBSECTION OTHER INFRASTRUCTURE

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.

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

<u>Road Name</u>
Eden Valley Rd.
Dan Kelly Rd.
Place Rd.
Hwy 112

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. Notify 811 before starting road work.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
Dylan Rd.	All	811	811

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

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

<u>Road</u>	<u>Stations</u>
PA-I-2060	All
Dylan Rd.	All

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
Dylan Rd.	0+00 to 6+65	Grade, shape, compact and remove shoulder vegetation per contract administrator.
PA-I-2060	0+00 to 14+10	Grade, shape, compact and remove shoulder vegetation per contract administrator.
PA-I-2610	0+00 to 8+90	Grade, shape, compact and remove shoulder vegetation per contract administrator.
PA-I-2620	0+00 to 9+00	Grade, shape, compact and remove shoulder vegetation per contract administrator.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION CLEARING

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

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

SUBSECTION GRUBBING

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Purchaser shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

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

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract 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 the application of rock. All slash and stumps from the PA-I-2060 from Stations 0+00 to 7+30 shall be stacked on DNR land as directed by the contract administrator.

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 grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this road plan and as directed by the Contract Administrator.

SUBSECTION PILE

3-30 EXCLUSION OF DOZER BLADES

Purchaser shall not use dozer blades for the piling of organic debris.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

Purchaser shall use a track mounted hydraulic excavator for construction, reconstruction and maintenance work unless stated otherwise within this Road Plan or authorized in writing by the Contract Administrator.

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 16 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.

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

Purchaser shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22 TURNAROUNDS

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

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

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 end hauled to the location specified in Clauses 4-36 through 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

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

4-39 WASTE AREA COMPACTION

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

SUBSECTION BORROW

4-47 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 12 inches in any dimension.

SUBSECTION SHAPING

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

SUBSECTION COMPACTION

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

4-64 WASTE MATERIAL COMPACTION

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

4-65 CULVERT BACKFILL COMPACTION

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

4-66 COMPACTION BY METHOD

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

On the following road(s), Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-3 PUNCHEON PLACEMENT

On the following road(s), puncheon shall be utilized in the subgrade on the following road. Puncheon shall consist of logs of at least 4 inches in diameter and shall be at least 17 feet long.

<u>Road</u>	<u>Stations</u>
PA-I-2060	7+30 to 12+30

5-4 PUNCHEON RESTRICTED

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator or as approved by Clause 5-3.

SUBSECTION CULVERTS

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-23.

5-6 CULVERT TYPE

On all roads, purchaser may install culverts made of steel and plastic in accordance with Clauses 10-15 through 10-23.

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-13 CONTINGENCY CULVERTS

The following culvert(s) will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator. In the event that culverts are not used, culvert(s) shall be stockpiled at Place Pit.

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

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL SHEET, TYPICAL TYPE NS NP CULVERT INSTALLATION DETAIL SHEET, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts over 15 inches diameter 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

Cross drain culverts must be installed with a depth of cover of not less than 18 inches of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover specified in the Engineer's design, TYPICAL TYPE NS NP DETAIL SHEET, or recommended by the culvert manufacturer for the type and size of the pipe, whichever is greater.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL at all cross drain culverts that specify the placement of rock. Rock used for headwalls must consist of oversize or quarry spall material. 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. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Purchaser. 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 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Place Pit	T 31N R07W Sec.33	Pit Run Rock

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST shall 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. Rock source(s) must be a WSDOT certified source. Prior to approval, purchaser shall submit a passing sieve test performed by procedure described in WSDOT FOP for WAQTC T 27/11.

SUBSECTION ROCK SOURCE DEVELOPMENT

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 ROCK SOURCE 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 ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 business days before starting any operations in the rock source.

<u>Source</u>	<u>Rock Type</u>
Place Pit	Pit Run Rock

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications, unless otherwise specified in the ROCK SOURCE DEVELOPMENT AND RECLAMATION PLAN:

- Pit 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

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- 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 pit faces must be blocked.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	5%

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.

6-41 PIT RUN ROCK

No more than 50 percent of the rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade drainage installation included grading and compaction before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width and in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply 1 1/4" minus rock in accordance with the quantities shown on the ROCK LIST.

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>	<u>Amount</u>
Dylan Rd.	All	1 1/4" minus	50 yd ³

6-76 DRY WEATHER ROCK COMPACTION

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

6-78 ROCK FOR SPOT PATCHING

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

SECTION 7 – STRUCTURES

SUBSECTION SIGNS

7-1 SIGN INSTALLATION

Purchaser shall purchase, install, and maintain the following road signs. Signs must be installed a minimum of 7 days before hauling logs and/or rock. Signs must comply with the Federal Highway Administration’s Manual on Uniform Traffic Control Devices.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
Eden Valley Rd.	Junction of Eden Valley and Sandhagen	2 Truck Crossing signs North and South

SUBSECTION STREAM CROSSING STRUCTURES GENERAL

7-5 STRUCTURE DEBRIS

Purchaser shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structure(s) must be removed from state land or, as directed in writing, by the Contract Administrator. 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, and as directed by the District Engineer or their designee.

SUBSECTION GATE CLOSURE

7-70 GATE CLOSURE

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

<u>Road</u>	<u>Station</u>
PA-I-2600	1+00

SUBSECTION GATES AND FENCES

7-75 GATE MAINTENANCE

Purchaser shall conduct gate maintenance consisting of list requirements.

<u>Road</u>	<u>Station</u>	<u>Requirements</u>
I-2600	1+00	Lubricate all grease points

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 3-inch layer of straw or hay to all exposed soils at culvert installations and at the culvert removal location. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

SUBSECTION REVEGETATION

8-15 REVEGETATION

Purchaser shall spread grass seed and hay mulch on all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pullback areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of covering must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the all seed, mulch, straw and/or hay, matting etc..

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

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

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop of grass. Purchaser shall reapply the seed and/or mulch in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and/or mulch at no addition cost to the state.

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil at a rate of 60 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>	<u>Minimum % germination</u>
Perennial Rye	35-45	90
Red Fescue	30-40	90
Highland Bent	5-15	85
White Clover	10-20	90
Inert and Other Crop	0.5	

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator.
Dylan	All	Apply post haul rock per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

SECTION 10 MATERIALS

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be galvanized (zinc coated meeting AASHTO M-218).

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

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

10-23 RUBBER CULVERT GASKETS

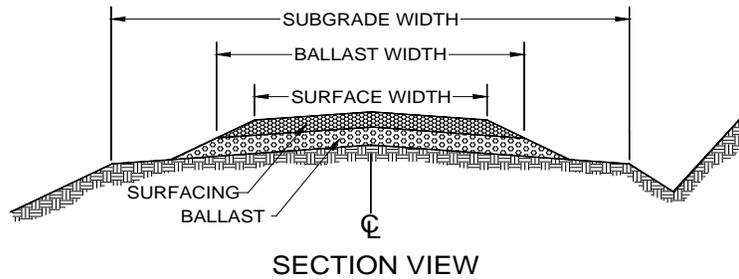
Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

10-24 GAUGE AND CORRUGATION

Unless otherwise stated in the engineer's design, metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1/2"
24" to 48"	14 (0.079")	2 ² / ₃ " X 1/2"
54" to 96"	12 (0.109")	3" X 1"

ROCK LIST SHEET

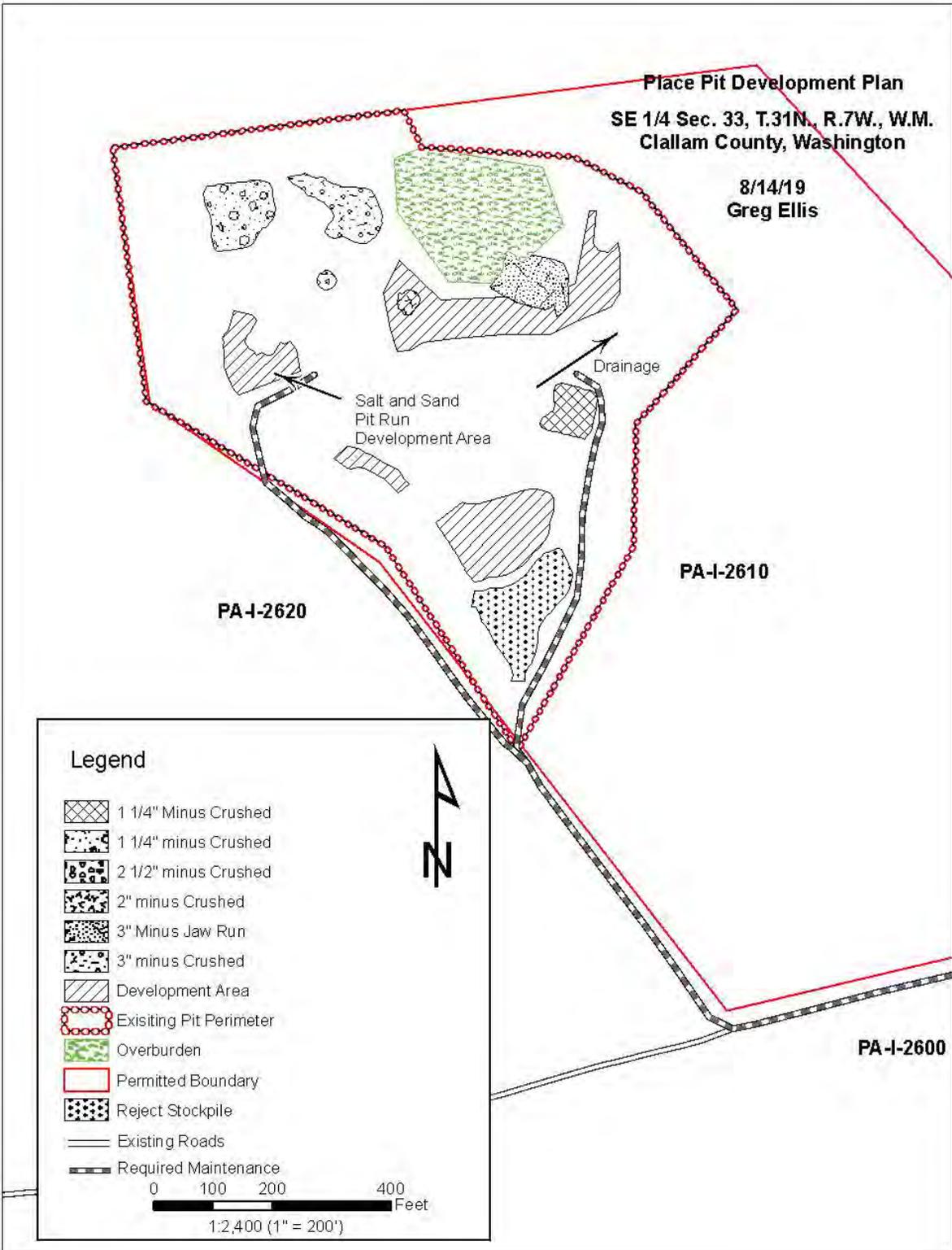


1. Rock quantities, subtotals and totals are “truck measure” estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun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

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
Dylan															
Lift	0+00	6+65							2	12	4	20	130		
Post Haul Rock									2				50		
PA-I-2060															
Lift	0+00	7+30	17	1	14	12	70	510	2	12	4	20	150		
Lift	7+30	12+30	17	1	12	18	110	550							
Culvert	0+10			1				20							
Culvert	7+90			1				20							
Turnout	8+25			1				50							
Turnaround	11+00			1				50							
Landing	12+30			1				50							
Totals:								1250					330		

COMPACTION LIST

Road	Stations	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Construction	All	Subgrade	6"	Vibratory Smooth Drum	6000	2	3
Construction	All	Rock Placement	6"	Vibratory Smooth Drum	6000	2	3
Construction	All	Culvert Backfill	8"	Jumping Jack		3	
Pre-haul	All	Pre-haul Surface		Vibratory Smooth Drum	6000	2	3
Pre-haul	All	Rock Placement	6"	Vibratory Smooth Drum	6000	2	3
Post haul Maintenance	All	Rock Placement	6"	Vibratory Smooth Drum	6000	2	3



Place Pit
ROCK SOURCE DEVELOPMENT PLAN
Sec. 33, T.31N., R.07W.
PIT USE REQUIREMENTS

PIT USE REQUIREMENTS include but are not limited to the following:

1. Activity and Marbled Murrelet restrictions per **Clause 1-25** and **Clause 1-27**
2. Purchaser shall give the Contract Administrator a minimum of 7 days' notice prior to commencing any operations, and prepare an approved ROCK SOURCE DEVELOPMENT PLAN as per **Clause 6-10**.
3. Only the quantities and sorts specified in this road plan for this sale may be used or manufactured, unless otherwise approved by the Contract Administrator in writing.
4. If Purchaser elects to use rock from a stockpile or from a pit face, Purchaser shall remove no more than the following volume of material (cubic yards truck measure) from the existing stockpile or pit face as shown on the PLAN VIEW and PROFILE VIEW, unless otherwise approved by the Contract Administrator in writing.
5. Maintain drainage of the pit floor and all drainage structures within the pit boundaries at all times to the designated settling ponds.
6. Excavated face height shall not exceed 15 feet.
7. All excavated slopes shall have a 1 1/2:1 backslope or less at the completion of operations.
8. A minimum 4 foot high berm shall be constructed and constantly maintained along the upper edge of excavated pit faces. No pit faces shall be left unblocked at any time.
9. All operations shall be completed prior to the end of each operating season, including but not limited to: drainage maintenance, sloping of the excavated face, and construction of berms, unless otherwise approved in writing by the Contract Administrator.
10. The quality and quantity of rock and materials are not guaranteed.
11. All material shall remain the property of the State.
12. At the conclusion of operations, Purchaser shall ask the Contract Administrator for written approval of the final rock source condition and compliance with the terms of this plan.
13. All operations shall be carried out in compliance with the regulation 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
14. All work shall be conducted according to relevant specifications in this Road Plan, and the Contract Administrator.

Forest Access Road Maintenance Specifications

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides from ditches and the roadway. Repair fill-failures , in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, 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 to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away , or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

Drainage

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

Forest Access Road Maintenance Specifications

Preventative Maintenance

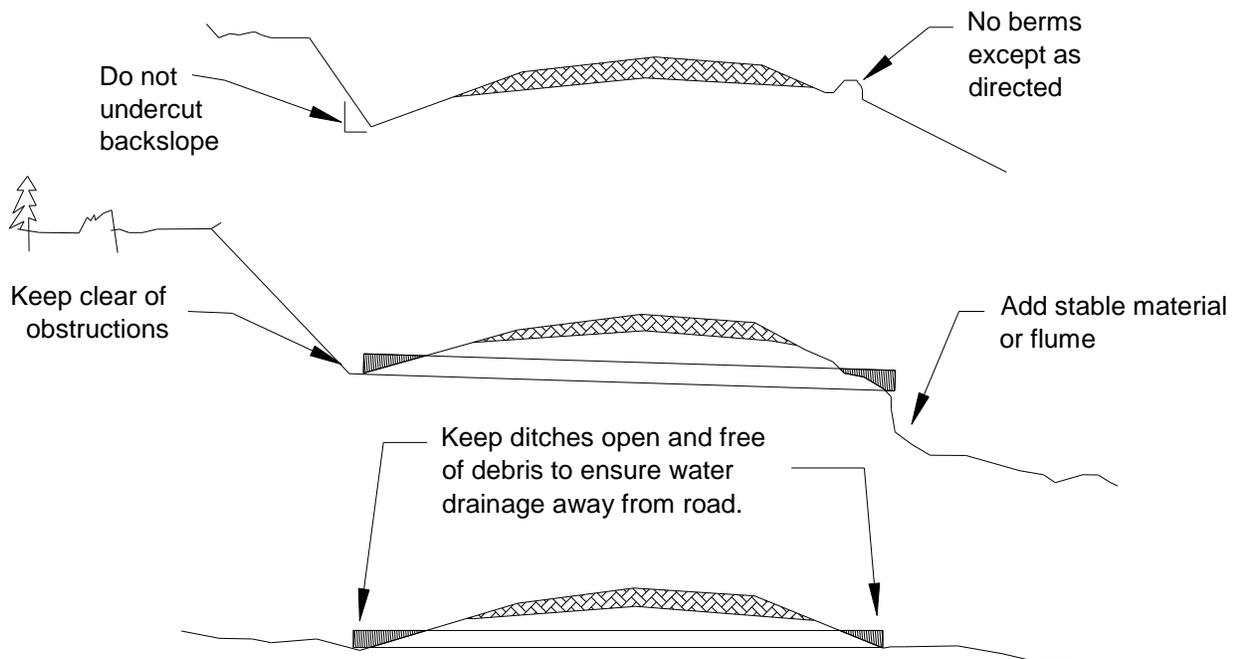
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

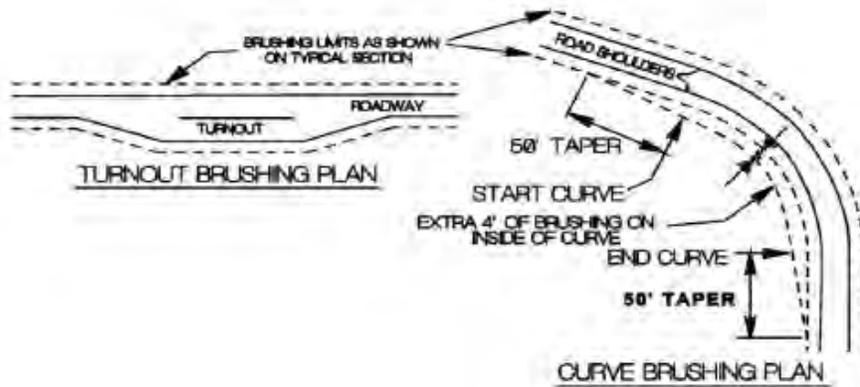
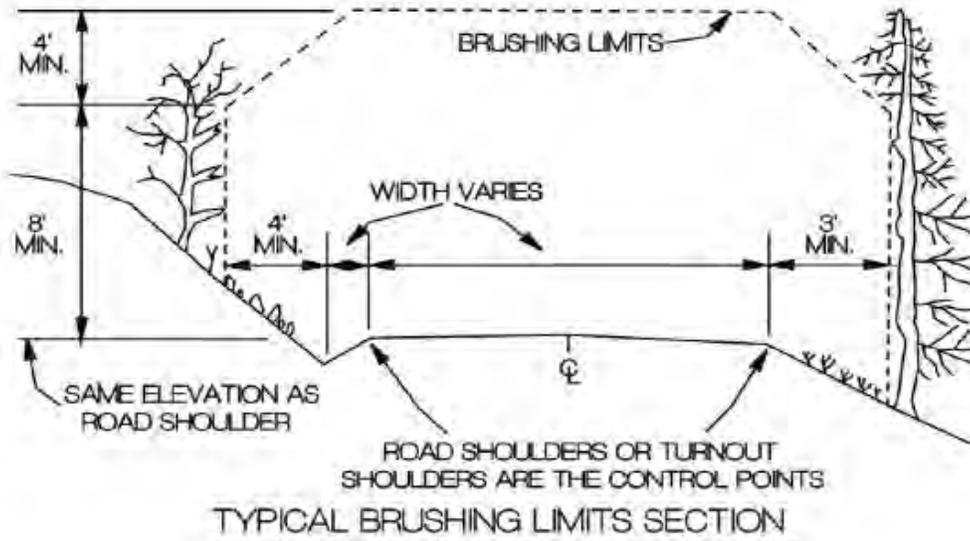
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



BRUSHING DETAIL



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

Typical Type Ns, Np Culvert Installation Detail Sheet.

-Water shall be diverted away from the work site before any "in stream" work begins, and shall continue until culvert installation is complete.

-Culvert lay shall match stream gradient up to 5%.

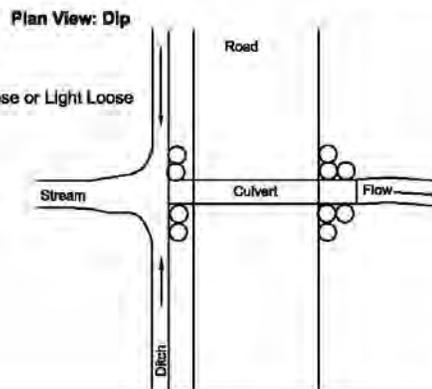
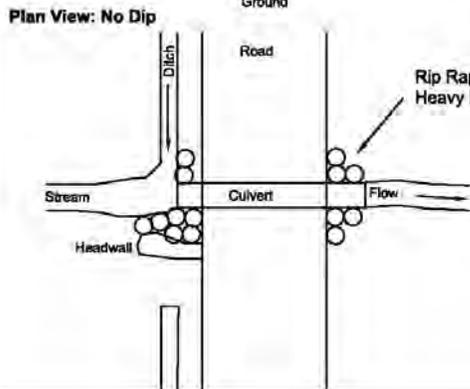
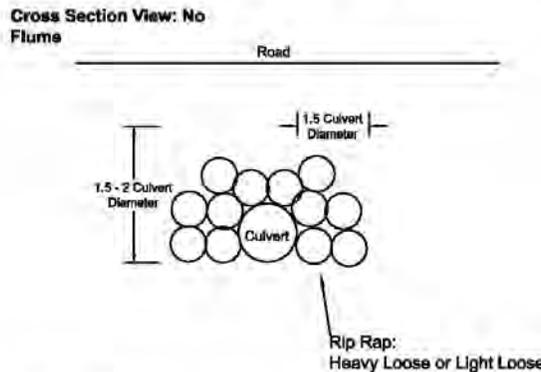
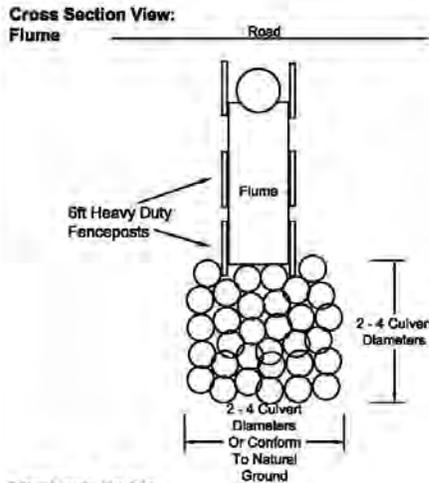
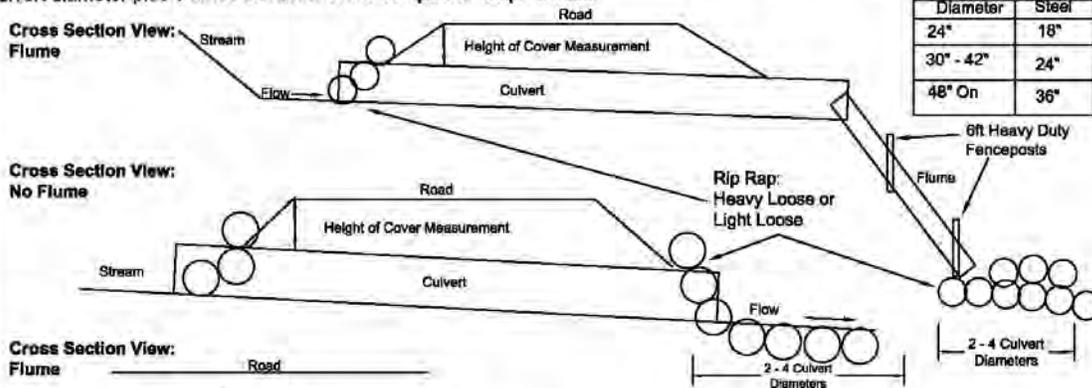
-Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.

-Rip rap shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.

-Rip rap shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume rip rap shall be placed along the fill at the outlet, unless there is stream drop or it is called for in the Road Plan, at which point it will be installed as an energy dissipater at the end of the culvert as specified in this Detail. All rip rap distance to be determined by the Contract Administrator or the District Engineer.

-Backfill compaction shall be achieved using a jumping jack, walk behind vibratory roller, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation french width shall be at least culvert diameter plus 3 times the width of the compactor footprint used.

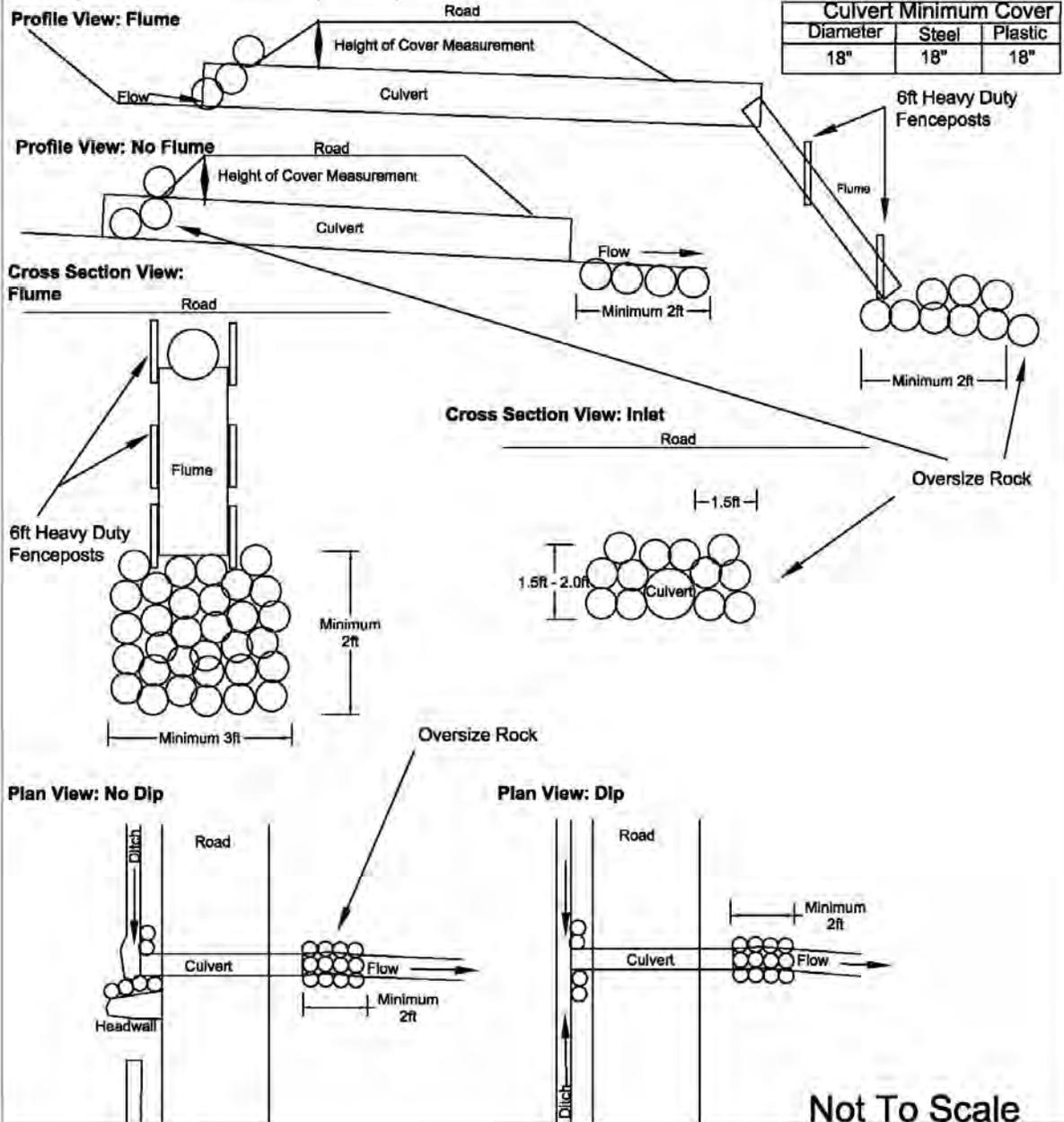
Culvert Diameter	Culvert Minimum Cover	
	Steel	Plastic
24"	18"	24"
30" - 42"	24"	24"
48" On	36"	36"



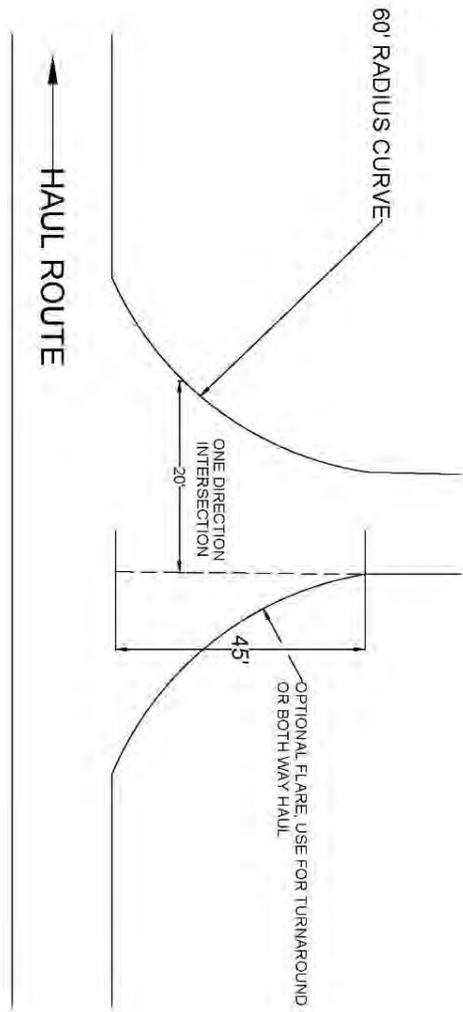
Not To Scale

Typical Cross Drain Culvert Installation Detail Sheet

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



TYPICAL INTERSECTION



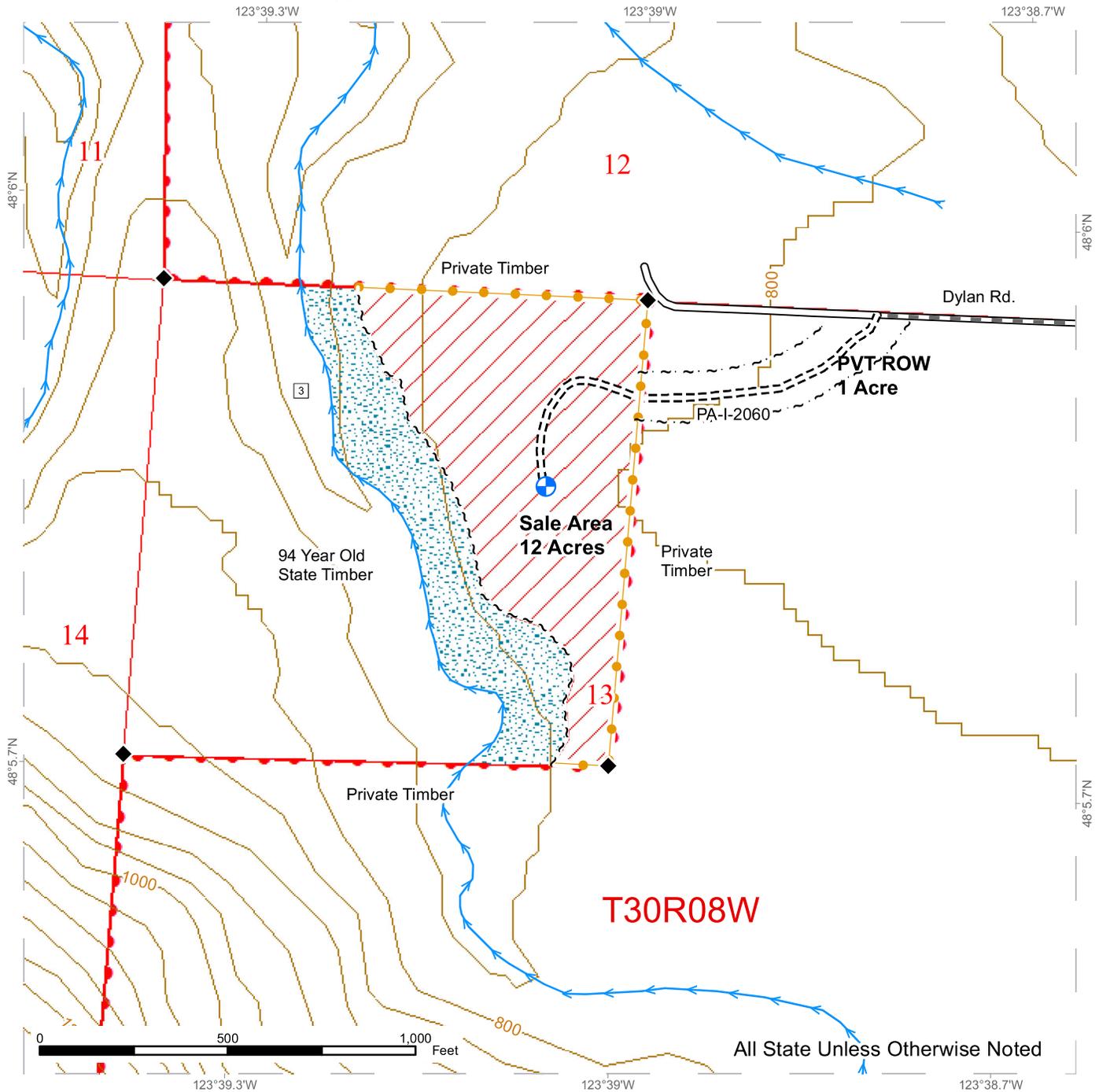
NOT TO SCALE

SALE NAME: Salt and Sand		SUMMARY - Road Development Costs										DISTRICT: Straits
LEGAL DESCRIPTION: T30R08W		CONTRACT#: 30-099547	REGION: Olympic	PA-1-2060	PA-1-2060	Dylan	PA-1-2060	Dylan	PA-1-2600	PA-1-2610	PA-1-2620	TOTAL:
ROAD NAME:		PA-1-2060	PA-1-2060	Dylan	PA-1-2060	Dylan	PA-1-2600	PA-1-2610	PA-1-2620	TOTAL:		
ROAD TYPE:	Construction	Construction	Prehaul	Posthaul	Posthaul	Prehaul	Prehaul	Prehaul	Prehaul			
NUMBER OF STATIONS:	7.30	5.00	6.65	7.30	5.00	6.65	14	9	9	37.90		
SIDE SLOPE:	10%	10%	0%	0%	0%	0%	0	0	0	20%		
CLEARING AND GRUBBING:	\$1,198	\$821	\$0	\$0	\$0	\$0	0	0	0	\$2,019		
ROAD BRUSHING:	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	\$0		
EXCAVATION AND FILL:	\$1,237	\$948	\$0	\$0	\$0	\$0	0	0	0	\$2,085		
ROAD GRADING:	\$0	\$0	\$43	\$47	\$33	\$43	92	58	59	\$166		
DITCH CLEANING/CONSTRUCTION:	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	\$0		
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:												
Ballast:	1250	530	720	0	0	0	0	0	0	1250		
		\$5,374	\$6,761	130	50	0	0	0	0	\$330		
Surface:	330	150	0	0	0	50	0	0	0	\$330		
		\$3,604	\$0	\$3,118	\$1,199					\$2		
Oversize:	2	1	1	0	0	0	0	0	0	20		
		\$10	\$10	\$0	0	0	0	0	0	\$2,220		
CULVERTS AND FLUMES:		\$1,560	\$660	0	0	0	0	0	0			
STRUCTURES:		\$0	\$0	\$0	\$0	\$0	0	0	0	\$0		
MISC. EXPENSES:		\$43	\$29	\$39	\$73	\$29	82	52	53	\$952		
OVERHEAD:		1,172	822	384	\$98	\$7	21	13	13	\$2,637		
TOTAL COSTS:		\$14,198	\$9,950	\$3,584	\$919	\$69	\$1,435	195	123	124	\$30,598	
COST PER STATION:		\$1,945	\$1,990	\$539	\$126	\$14	\$216	14	14	14	\$807	
MOBILIZATION:				\$6,750								
ROAD DEACTIVATION AND ABANDONMENT COSTS:				\$0								
Pt Work				\$0								
NOTE: This appraisal has no allowance for profit and risk.												
Sheet 1 of 1												
Plans to be furnished by:												
Road Standard Const.												
	Reconst.	Prehaul	Posthaul	TOTAL (All Roads) =								
Total Costs =	26,398	0	6,277	4,673	SALE VOLUME MBF =		434					
Total Sta. =	12	0	39	19	TOTAL COST PER MBF =		\$70.50					
Cost per Sta. =	2,146	0	162	247	TOTAL COST PER STATION =		\$807.33					
Completed by:	Sterling S.		Date: 8-12-19									

LOGGING PLAN MAP

SALE NAME: SALT AND SAND
AGREEMENT#: 30-099547
TOWNSHIP(S): T30R8W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 760-800



□ Stream Type	● Landing	▨ Riparian Management Zone
◆ Survey Monument	— Existing Roads	▧ Ground Based Logging
→ Streams	==== Required Construction	□ Section Lines
~ ~ ~ Timber Sale Boundary Tags	▬ Required Prehaul Maintenance	▭ Township/Range Lines
~ ~ ~ ~ Right of Way Tags	— Contours 40-foot	◻ DNR Managed Lands
● Take / Removal Trees (red bands and stump marks)		



HCP CHECKLIST

(Used to identify which HCP strategies are actually applied to this proposed management activity, i.e. those that affect the activity.)

Name of Proposed Activity Salt and Sand Agreement # 30-099547 FPA# _____ Planning Unit North Crescent

Location (provide for activities other than timber sales) T 30 N R 8 (W; W.M.) Sec 13

HCP strategy or component	Criteria for strategy application	Applicable planning units	Yes	No
Riparian conservation				
Potentially unstable slopes	Area of proposed activity includes potentially unstable landforms or proposal is modified to avoid potentially unstable landforms	W O	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rain-on-snow	Proposed activity is in the rain-on-snow zone of a subbasin where greater than 2/3 of DNR managed land must remain hydrologically mature	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roads – General	Road construction or maintenance activities are proposed	W O	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roads – In RMZ	Proposed road or recreation trail construction in an RMZ	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roads – In WMZ	Proposed road or recreation trail construction in a WMZ	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RMZ – Managed	Proposed activity includes riparian forest restoration (RMZ thinning, riparian hardwood conversion, or riparian individual conifer release)	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RMZ – Unmanaged	Proposed activity is adjacent to an unmanaged RMZ	W O	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WMZ – Managed	Proposed activity includes WMZ thinning	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
WMZ – Unmanaged	Proposed activity is adjacent to an unmanaged WMZ	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Northern spotted owl conservation				
Northern spotted owl	Proposed activity is in a NRF or dispersal/DFC management area or a timing restriction area; or adjacent to a 300-acre nest patch core area or a 200-acre buffer area	W O E	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Marbled murrelet conservation				
Marbled murrelet	Different thresholds and strategies apply depending on Planning Unit	W O	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Uncommon Habitats, Federally listed species and unlisted species conservation				
Large, structurally unique trees	Proposed final harvest activity retains 2 upland large structurally unique trees, 3 additional upland green trees, and 3 snags, if available (if snags are unavailable, replace with upland green trees), for each acre of final harvest	W O	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Balds	Proposed activity is on or adjacent to a bald	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Caves	Proposed activity is adjacent to a cave buffer	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cliffs	Proposed activity is on or adjacent to cliffs greater than 25 feet tall at an elevation of less than 5000 feet or cliffs greater than 150 feet tall	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mineral springs	Proposed activity is within 200 feet of a mineral spring	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oak woodlands	Proposed activity is in or adjacent to oak woodlands	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Talus	Proposed activity area is within or adjacent to non-forested or forested talus fields or a buffer or requires road construction or rock mining through forested or non-forested talus	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bats	Area of proposed activity includes myotis bats communal roosts or maternity colonies	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
California wolverine	Proposed activity is within 0.5 miles of an active California wolverine den site located in a spotted owl NRF management area	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Common loon	Proposed activity is within 500 feet of a common loon nest	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gray wolf	Proposed activity is within 8 miles of a class 1 gray wolf observation that occurred in the past 5 years	W O E	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Harlequin duck	Proposed activity is within 165 feet of a harlequin duck nest	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Northern goshawk	Proposed activity is within 0.55 miles of a northern goshawk nest site located in a NRF management area	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oregon silverspot butterfly	Proposed activity is within 0.25 miles of an Oregon silverspot butterfly occurrence	W O	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pacific fisher	Proposed activity is within 0.5 miles of an active Pacific fisher den site located in a northern spotted owl NRF management area	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pileated woodpecker	Area of proposed activity includes known pileated woodpecker nesting sites	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vaux's swift	Area of proposed activity includes Vaux's swift night roosts	W	<input type="checkbox"/>	<input checked="" type="checkbox"/>

W=Westside HCP Planning Units

O=OESF

E=Eastside HCP Planning Units

SIGNATURES

Proponent: *Graywolf Mattinger* Title: Planning Coordinator Date: 10-8-2017

Approved by: _____ Title: _____ Date: _____

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

NO 119627
CLALLAM COUNTY
TRANSACTION EXCISE TAX
DATE PAID JUL 16 2019 \$ 40.60
AMOUNT \$ 2000.00
COUNTY TREASURER
BY: Jeanette A. Dep.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
HILARY S. FRANZ, Commissioner of Public Lands**

Grantor(s): Linda Jean Lund, Trustee of The Lund Family Trust dated February 19, 2008
Grantee(s): STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES
Legal Description: NE1/4 NW1/4, Section 13, Township 30 North, Range 8 West, W. M.
Assessor's Property Tax Parcel or Account Number: 083013210000
Cross Reference: N/A
DNR Easement No.55-099240

EASEMENT

THIS AGREEMENT, made and entered into this 27th day of JUNE, 2019,
by and between LINDA JEAN LUND, Trustee of The Lund Family Trust dated February 19,
2008 herein called "Grantor," and STATE OF WASHINGTON, acting by and through the
Department of Natural Resources, herein called "State," WITNESSETH:

Conveyance. Grantor, for and in consideration of TWO THOUSAND AND NO/100
DOLLARS (\$2,000.00), hereby grants, conveys, and warrants to State, its successors and
assigns, a permanent Easement over a parcel of land in Clallam County legally described as
set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be Fifty (50) feet in
width running Twenty Five (25) feet on each side of a centerline of a road located
approximately as shown on Exhibit "B AND B2" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned
by State for any and all purposes and for the purpose of hauling forest products and/or other
profits including but not limited to sand, gravel, stone or farm products, leasing the property
and performing management activities associated with timber production, agriculture or the
extraction of profits, and leasing the property for all purposes including communications sites.
Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the
Easement Area.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in Clallam County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcel).

Reservations. Grantor reserves the right at all times for any purpose, to cross and re-cross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. Provided, in the event Grantor modifies its land use programs so as to establish facilities such as campsites, picnic grounds or other like facilities which invite or encourage public use, then Grantor will also assume its proportionate share of the maintenance and resurfacing responsibility for such use. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that

which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

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

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein. Provided, that when State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

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

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

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

LINDA JEAN LUND TRUSTEE OF THE
LUND FAMILY TRUST DATED FEBRUARY
19, 2008

Dated: JUNE 12, 2019.

Linda Jean Lund
LINDA JEAN LUND Trustee of The Lund
Family Trust dated February 19, 2008
3330 Narrows View Lane NE, Unit 101
Bremerton, WA. 98310
360.452.9023

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: June 27, 2019.

Angus W. Brodie
ANGUS W. BRODIE
Deputy Supervisor of State Uplands
P.O. Box 7000
1111 Washington Street SE
Olympia, WA. 98504-7000
360.902.1600



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Clallam

I certify that I know or have satisfactory evidence that Linda Jean Lund Trustee of The Lund Family Trust dated February 19, 2008 is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of, The Lund Family Trust Dated February 19, 2008, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 12, 2019

R. Kirsch
(Signature)

Robin Kirsch
(Print Name)

Notary Public in and for the State of Washington,
residing at Sequim WA

My appointment expires 06-29-2020



STATE ACKNOWLEDGMENT

State of Washington

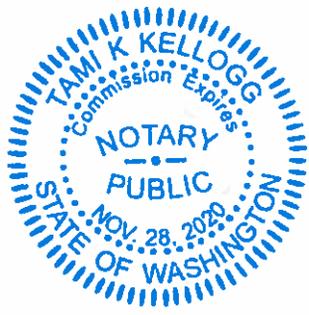
County of Thurston

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

Dated: 6/27/19

Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)



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

My appointment expires 11/28/2020

**EXHIBIT A
BURDENED PARCEL
Grantor Land**

Tax Parcel # 083013210000
NE1/4 NW1/4 of Section 13, Township 30 North, Range 8 West, W.M.
Clallam County, State of Washington

Exhibit A – Easement Description

A 50-foot wide strip for ingress and egress, situate in the Northeast quarter of the Northwest quarter of Section 13, Township 30 North, Range 8 West, W.M., Clallam County, Washington, lying 25 feet on both sides of the following described centerline:

Commencing at the Northeast corner of the Northeast quarter of the Northwest quarter of said Section;

Thence S 04°45'05" W along the East line of said subdivision, for 25.02 feet to the TRUE POINT OF BEGINNING of this centerline description;

Thence N 87°32'48" W, parallel with and 25 feet southerly of the north line of said subdivision, for 662.04 feet;

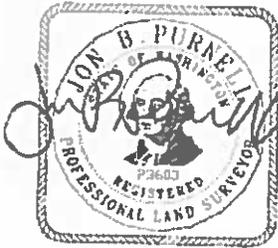
Thence S 49°04'29" W for 168.02 feet to the beginning of a tangent curve, whose radius point bears N 40°55'31" W, 250.00 feet distant, thence southwesterly along said curve for 160.60 feet through a Central Angle of 36°48'24";

Thence S 85°52'53" W for 58.32 feet to the beginning of a tangent curve, whose radius point bears S 04°07'07" E, 75.00 feet distant, thence southwesterly along said curve for 41.71 feet through a Central Angle of 31°51'56";

Thence S 54°00'57" W for 6.59 feet to the beginning of a tangent curve, whose radius point bears N 35°59'03" W, 75.00 feet distant, thence westerly along said curve for 51.17 feet through a Central Angle of 39°05'24";

Thence N 86°53'39" W for 222 feet, more or less, to a point on the West line of said Northeast quarter of the Northwest quarter, and the end of this centerline description.

The sidelines of the described strip terminate on or extend to the East or West lines of said Northeast quarter of the Northwest quarter. Bearings cited herein are relative to the bearing shown on DNR Final Map 27A, for the line between the 1/4 corner and the West 1/16th corners common to Sections 12 and 13, Township 30 North, Range 8 West, W.M. Distances cited herein are State Plane Grid values and are 0.9999056 of ground distance values. Area of strip as described is 1.57 acres, more or less.

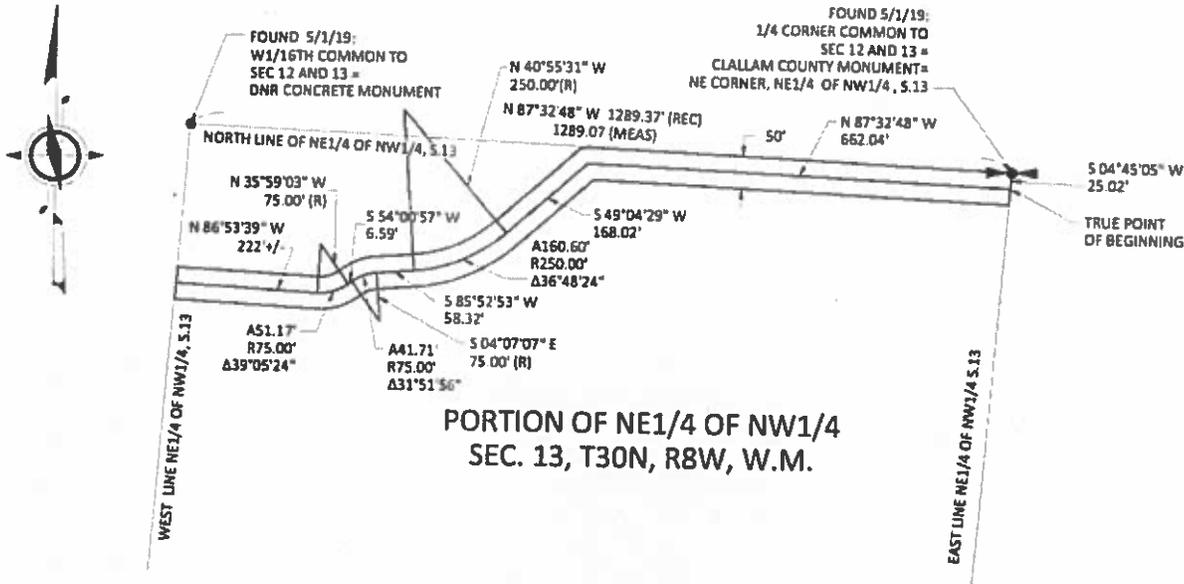


5/8/2019

May 8, 2019

Jon B. Purnell, PLS 23603
Olympic Region Surveyor

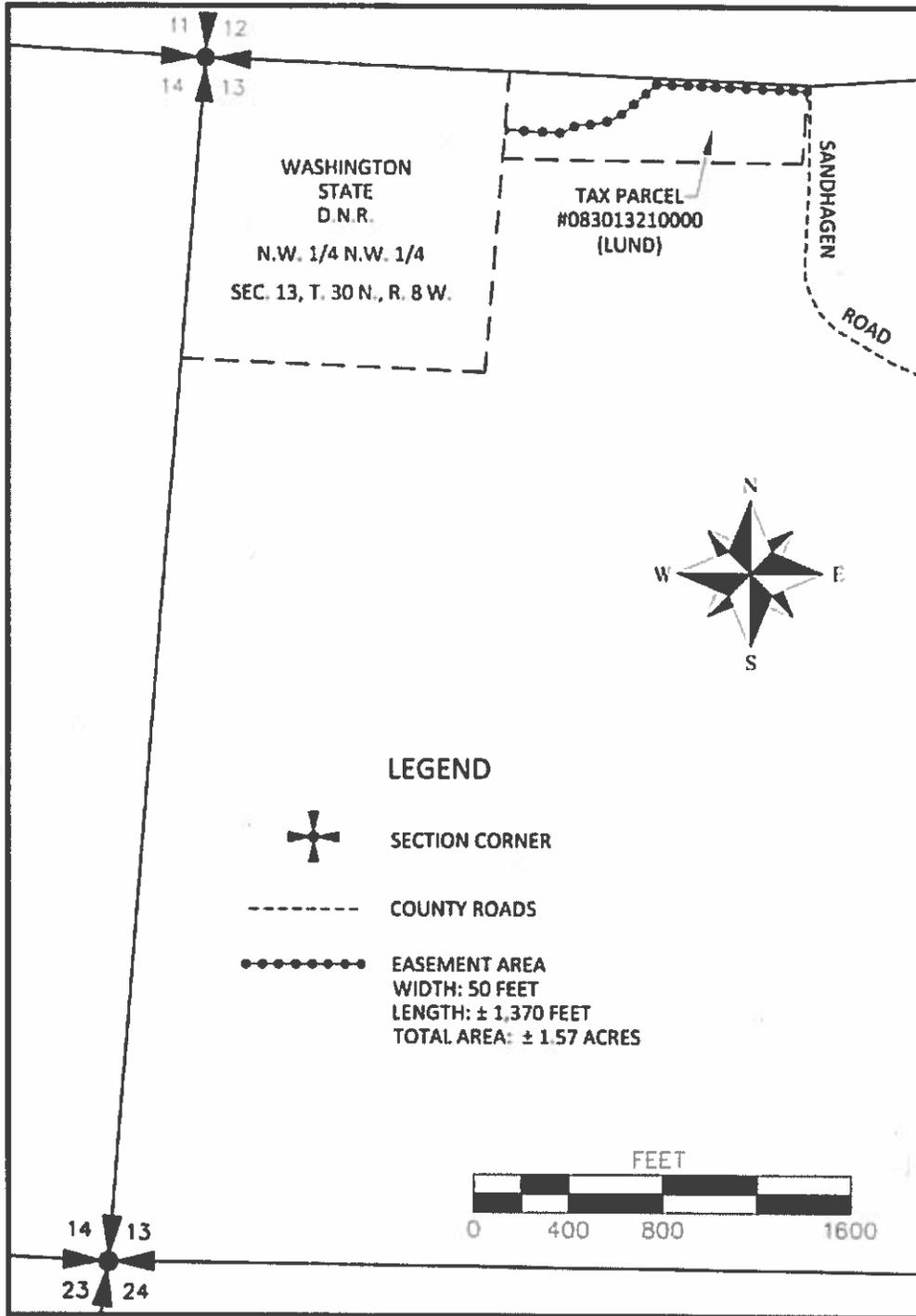
EXHIBIT B EASEMENT AREA



**EXHIBIT B
SHOWING LOCATION OF
PROPOSED EASEMENT IN THE
NE1/4 OF THE NW 1/4, SEC 13
T 30 N, R 8 W, W.M.**



**EXHIBIT B2
EASEMENT AREA**



**EXHIBIT C
BENEFITED PARCEL
State Land**

**Tax Parcel # 083013220000
NW1/4 NW1/4 of Section 13, Township 30 North, Range 8 West, W.M.
Clallam County, State of Washington**