



TIMBER NOTICE OF SALE

SALE NAME: FRANCES 40 SORTS

AGREEMENT NO: 30-100363-30-100366

AUCTION: July 30, 2020 starting at 10:00 a.m.
Pacific Cascade Region Office, Castle Rock, WA

COUNTY: Pacific

SALE LOCATION: Sale located approximately 12 miles southeast of Raymond

PRODUCTS SOLD

AND SALE AREA: All timber, except for leave trees bounded by yellow "Leave Tree Area" tags, individual leave trees marked with blue paint and all down timber existing 5 years prior to the day of sale, bound by the following: white "Timber Sale Boundary" tags with pink "Timber Harvest Boundary" flagging in Units 1 and 2 meeting the specifications described below; on parts of Sections 9, and 10 all in Township 13 North, Range 7 West W.M., containing 85 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Table with 10 columns: Agreement #, Sort #, Species and Sort Specifications, Average Log Length, Estimated Volume (Mbf, Tons), Tons Per MBF, Minimum Bid Delivered Prices (\$/mbf, \$/Ton), Total Appraised Value, Bid Deposit. Includes a Totals row.

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

BID METHOD: Sealed Bids UNIT OF MEASURE: MBF Scale/Tonnage Scale

EXPIRATION DATE: October 31, 2020 ALLOCATION: Export Restricted

PAYMENT SECURITY: To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.

BIDDING PROCEDURES: A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Pacific Cascade Region Office in Castle Rock WA. Phone number (360)577-2025.

TIMBER EXCISE TAX: Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2 %. Taxable Stumpage = Total Delivered Value - (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.



## TIMBER NOTICE OF SALE

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Use the following rates for estimating taxable stumpage:

Harvest Cost = \$0.00 per MBF for sorts 12, 13 and 14 and \$12.00 per Ton for sort 15.

Hauling Services Payment Rate per Ton  
= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

Base Rate = \$2.35 per ton

Mileage Rate = (( $\$0.16 \times C$  miles) + ( $\$0.11 \times A$  miles)) x Fuel Index Factor

ARRF = \$0.00 per MBF for sort 15 and \$26.00 per MBF for sorts 12, 13 and 14.

Note: To calculate ARRF rates per ton use the tons\mbf conversion factor in the table above.

**CONFIRMATION:** Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

**SPECIAL REMARKS:** The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

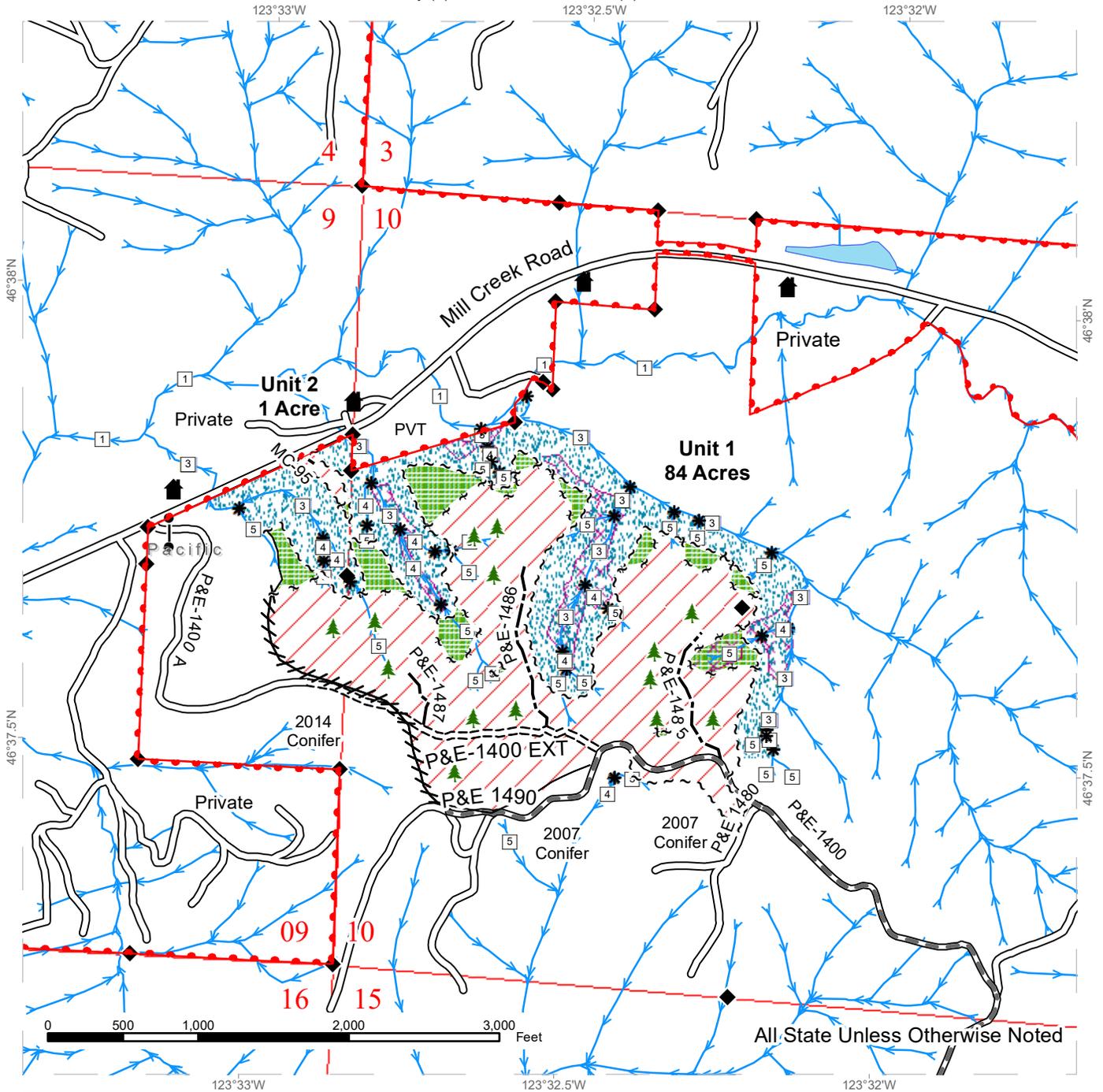
Deliveries for Right-of-Way Sorts 12, 13, 14 and 15 will begin approximately August 17, 2020. Sorts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 11 are planned for auction on February 25, 2021.

For more information regarding this log sort sale visit our web site:  
<http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets>. If you have questions call Josh Watten at the Pacific Cascade Region Office at (360)577-2025 or Steve Tietzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

# TIMBER SALE MAP

**SALE NAME:** FRANCES 40 SORTS  
**AGREEMENT #:** 30-100023  
**TOWNSHIP(S):** T13R7W  
**TRUST(S):** Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** Pacific Cascade Region  
**COUNTY(S):** Pacific  
**ELEVATION RGE:** 218-750



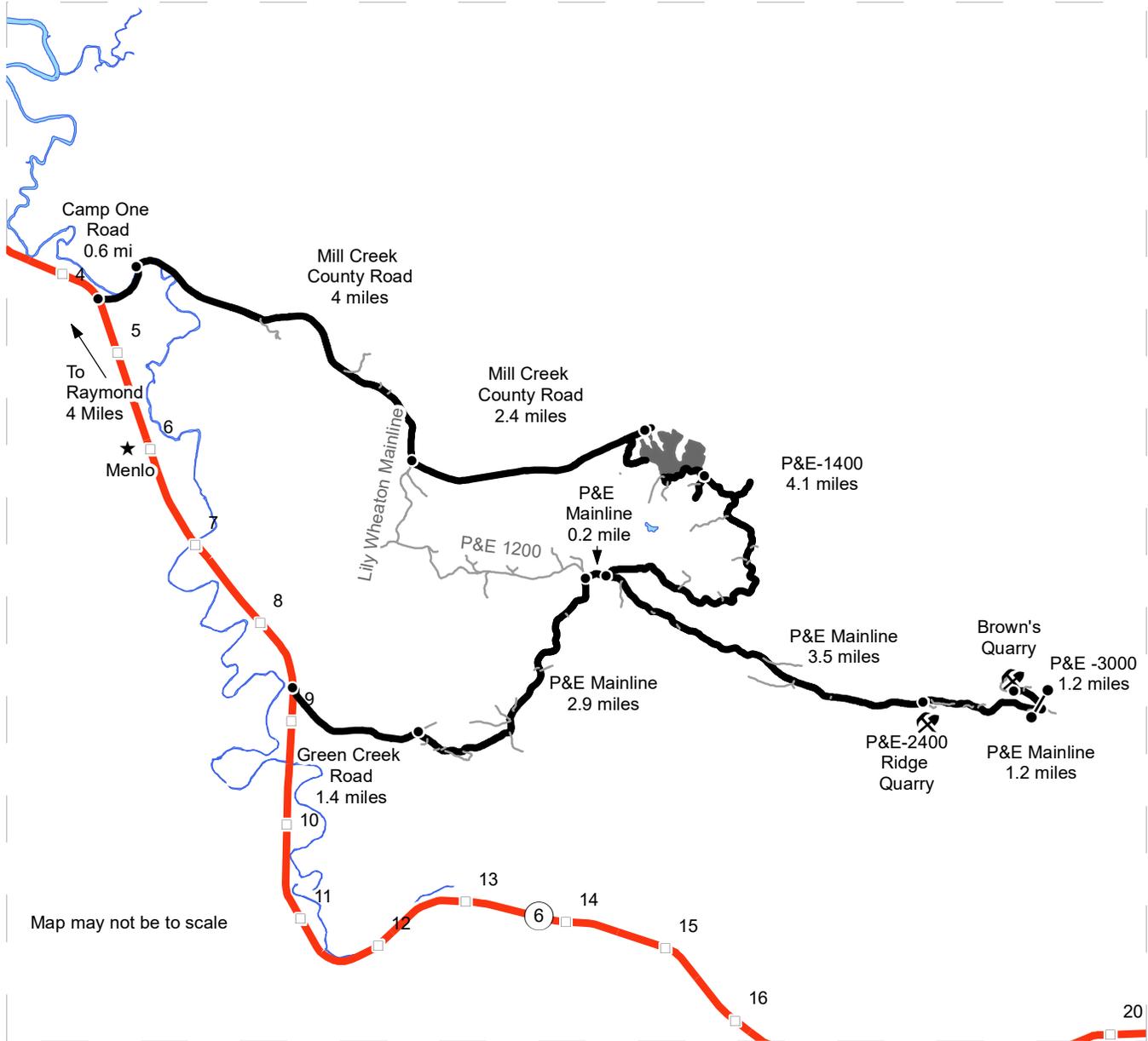
Variable Retention Harvest	Sale Boundary Tags	Streams
Riparian Mgt Zone	Timber Type Change	Stream Type
Leave Tree Area	Leave Tree Tags	Stream Type Break
Potentially Unstable Slopes	Property Line	Survey Monument
Flag Line	Gate (PCP1-1)	Leave Tree
Existing Roads	Structure	
Required Pre-Haul Maintenance		
Required Construction		
Optional Construction		



# DRIVING MAP

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	Timber Sale Unit
	Highway
	Haul Route
	Other Road
	Milepost Markers
	Distance Indicator
	Gate (PCP1-1)
	Rock Pit
	Town

**Unit 1**  
 From State Route 6, MP 9 turn east on Green Creek County Road. Follow Green Creek County Road for 1.4 mi. Turn east on the P&E Mainline on right, Continue for 2.9 miles to the intersection with the P&E 1200. Turn Right and continue on P&E mainline for 0.2 miles to the P&E 1400. Turn Left on the P&E-1400 and continue for 4.1 mi. to Unit 1.

**Unit 2**  
 State Route 6, MP post 5 turn left on Camp One RD. Follow Camp One RD for 0.6 mi. Turn east on Mill Creek County Road follow for 6.4 mi. Unit 2, south of Co. RD.

**Quarries**  
 P&E Extension: From junction of P&E-1400 & P&E ML continue east on P&E ML for 3.5 mi, south on P&E-2400. Brown's Quarry From P&E Extension Quarry & P&E-ML, continue east on P&E ML for 1.2 miles. North on P&E-3000, yellow gate PCP-1-1 key. Continue 1.2 mi on P&E-3000; rock pit is to the right.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-100363**

**SALE NAME: FRANCES 40 SORT 12 ROW**

**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-001.2 Definitions**

The following definitions apply throughout this contract;

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

**Contractor:** State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

**Delivery:** Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

**Harvesting:** A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

#### **G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on July 30, 2020 and sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the FRANCES 40 SORTS Timber Sale described as parts of Sections 9, and 10 all in Township 13 North, Range 7 West W.M., in Pacific County.

#### **G-022.2 Sorting Specifications**

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
100363	12	DF 5" + ROW	

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

#### **G-024.2 Manufacturing Standards**

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
100363	12	WS

Average Log Length	Preferred Log Lengths
28'	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

#### **G-026.2 Log Delivery Destination**

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending October 31, 2020.

**G-050.2 Contract Term Extension**

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

**G-054.2 Early Contract Termination**

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

**G-056.2 Force Majeure**

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

**G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

**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-070.2 Limitation on Damage**

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

**G-112.2 Title**

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: PwC-SFIFM-513.

**G-160.2 Agents**

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**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-200.2 Notice**

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination  
G-027.2 Log Delivery and Schedule Conditions  
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

**G-210.2 Violation of Contract**

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

**G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax**

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

#### **G-253.2 Harvesting Cost Information**

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

#### **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-330.2 Contract Review**

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

### **Section P: Payments and Securities**

#### **P-010 Initial Deposit**

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

#### **P-028.2 Payment for Forest Products Delivered**

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **P-036.2 Missorts and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

**P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **P-040.2 Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

#### **P-045.2 Guarantee of Payment**

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

**P-050.2 Billing and Payment Procedure for Forest Products Delivered**

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

**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.

**Section L: Log Definitions and Accountability****L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

**L-014.2 Sorts Delivered to Incorrect Destination**

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

**L-071.2 Log and Load Reporting Service**

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

**L-080 Scaling Rules**

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

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

**L-110 State Approval of Log Scaling and Weighing Locations**

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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

**Section D: Damages****D-010 Liquidated Damages**

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

**D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance**

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

#### **D-027.2 Failure to Accept Forest Products Sold**

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages  
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.  
I = Initial Deposit  
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.  
A = Administrative fee = \$2,500.00  
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

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

N = Number of days from work stoppage to time of payment

**D-030.2 Inadequate Log Accountability**

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Eric Wisch

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

Pacific Cascade Region Manager

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

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

Address:

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

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

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

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

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

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

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

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

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-100364**

**SALE NAME: FRANCES 40 SORT 13 ROW**

**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-001.2 Definitions**

The following definitions apply throughout this contract;

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

**Contractor:** State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

**Delivery:** Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

**Harvesting:** A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

#### **G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on July 30, 2020 and sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the FRANCES 40 SORTS Timber Sale described as parts of Sections 9, and 10 all in Township 13 North, Range 7 West W.M., in Pacific County.

#### **G-022.2 Sorting Specifications**

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
100364	13	WW 5"+ ROW	

#### **G-024.2 Manufacturing Standards**

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
100364	13	WS

Average Log Length	Preferred Log Lengths
28'	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

#### **G-026.2 Log Delivery Destination**

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending October 31, 2020.

**G-050.2 Contract Term Extension**

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

**G-054.2 Early Contract Termination**

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

**G-056.2 Force Majeure**

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

**G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

**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-070.2 Limitation on Damage**

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

**G-112.2 Title**

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: PwC-SFIFM-513.

**G-160.2 Agents**

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**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-200.2 Notice**

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination  
G-027.2 Log Delivery and Schedule Conditions  
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

**G-210.2 Violation of Contract**

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

**G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax**

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

#### **G-253.2 Harvesting Cost Information**

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

#### **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-330.2 Contract Review**

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

### **Section P: Payments and Securities**

#### **P-010 Initial Deposit**

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

#### **P-028.2 Payment for Forest Products Delivered**

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **P-036.2 Missorts and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

**P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **P-040.2 Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

#### **P-045.2 Guarantee of Payment**

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

**P-050.2 Billing and Payment Procedure for Forest Products Delivered**

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

**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.

**Section L: Log Definitions and Accountability****L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

**L-014.2 Sorts Delivered to Incorrect Destination**

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

**L-071.2 Log and Load Reporting Service**

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

**L-080 Scaling Rules**

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

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

**L-110 State Approval of Log Scaling and Weighing Locations**

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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

**Section D: Damages****D-010 Liquidated Damages**

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

**D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance**

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

#### **D-027.2 Failure to Accept Forest Products Sold**

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages  
 V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.  
 I = Initial Deposit  
 C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.  
 A = Administrative fee = \$2,500.00  
 P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

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

N = Number of days from work stoppage to time of payment

**D-030.2 Inadequate Log Accountability**

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser’s payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Eric Wisch

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

Pacific Cascade Region Manager

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

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

Address:

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

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

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

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

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

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

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

\_\_\_\_\_

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

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-100365**

**SALE NAME: FRANCES 40 SORT 14 ROW**

**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-001.2 Definitions**

The following definitions apply throughout this contract;

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

**Contractor:** State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

**Delivery:** Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

**Harvesting:** A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

**G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on July 30, 2020 and sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the FRANCES 40 SORTS Timber Sale described as parts of Sections 9, and 10 all in Township 13 North, Range 7 West W.M., in Pacific County.

**G-022.2 Sorting Specifications**

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
100365	14	RC 5"+ ROW	

**G-024.2 Manufacturing Standards**

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
100365	14	WS

Average Log Length	Preferred Log Lengths
28'	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

#### **G-026.2 Log Delivery Destination**

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending July 31, 2021.

**G-050.2 Contract Term Extension**

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

**G-054.2 Early Contract Termination**

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

**G-056.2 Force Majeure**

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

**G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

**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-070.2 Limitation on Damage**

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

**G-112.2 Title**

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: PwC-SFIFM-513.

**G-160.2 Agents**

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**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-200.2 Notice**

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

- G-026.2 Log Delivery Destination
- G-027.2 Log Delivery and Schedule Conditions
- G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

**G-210.2 Violation of Contract**

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

**G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax**

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

#### **G-253.2 Harvesting Cost Information**

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

#### **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-330.2 Contract Review**

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

### **Section P: Payments and Securities**

#### **P-010 Initial Deposit**

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

#### **P-028.2 Payment for Forest Products Delivered**

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **P-036.2 Missorts and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

**P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **P-040.2 Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

#### **P-045.2 Guarantee of Payment**

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

**P-050.2 Billing and Payment Procedure for Forest Products Delivered**

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

**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.

**Section L: Log Definitions and Accountability****L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

**L-014.2 Sorts Delivered to Incorrect Destination**

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

**L-071.2 Log and Load Reporting Service**

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

**L-080 Scaling Rules**

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

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

**L-110 State Approval of Log Scaling and Weighing Locations**

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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

**Section D: Damages****D-010 Liquidated Damages**

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

**D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance**

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

#### **D-027.2 Failure to Accept Forest Products Sold**

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages  
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.  
I = Initial Deposit  
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.  
A = Administrative fee = \$2,500.00  
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

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

N = Number of days from work stoppage to time of payment

**D-030.2 Inadequate Log Accountability**

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Eric Wisch

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

Pacific Cascade Region Manager

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

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

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

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

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

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

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

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

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

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

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

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-100366**

**SALE NAME: FRANCES 40 SORT 15 ROW**

**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-001.2 Definitions**

The following definitions apply throughout this contract;

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

**Contractor:** State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

**Delivery:** Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

**Harvesting:** A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

#### **G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on July 30, 2020 and sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the FRANCES 40 SORTS Timber Sale described as parts of Sections 9, and 10 all in Township 13 North, Range 7 West W.M., in Pacific County.

#### **G-022.2 Sorting Specifications**

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
100366	15	Conifer Pulp 2"+ ROW	

#### **G-024.2 Manufacturing Standards**

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
100366	15	WS

Average Log Length	Preferred Log Lengths
NA	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

#### **G-026.2 Log Delivery Destination**

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending July 31, 2021.

**G-050.2 Contract Term Extension**

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

**G-054.2 Early Contract Termination**

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

**G-056.2 Force Majeure**

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

**G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

**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-070.2 Limitation on Damage**

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

**G-112.2 Title**

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: PwC-SFIFM-513.

**G-160.2 Agents**

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**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-200.2 Notice**

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination  
G-027.2 Log Delivery and Schedule Conditions  
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

**G-210.2 Violation of Contract**

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

**G-240.2 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 five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax**

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

#### **G-253.2 Harvesting Cost Information**

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

#### **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-330.2 Contract Review**

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

### **Section P: Payments and Securities**

#### **P-010 Initial Deposit**

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

#### **P-028.2 Payment for Forest Products Delivered**

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$250.00/MBF for incorrect species delivery\*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **P-036.2 Missorts and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

**P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products**

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**P-039.2 Tonnage Sort Payment Reduction Requirements**

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

#### **P-040.2 Weighing and Scaling Costs**

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

#### **P-045.2 Guarantee of Payment**

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

**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.

**Section L: Log Definitions and Accountability**

**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

**L-014.2 Sorts Delivered to Incorrect Destination**

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

**L-071.2 Log and Load Reporting Service**

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

**L-080 Scaling Rules**

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

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

**L-110 State Approval of Log Scaling and Weighing Locations**

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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

**Section D: Damages****D-010 Liquidated Damages**

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

**D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance**

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

**D-027.2 Failure to Accept Forest Products Sold**

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages  
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.  
I = Initial Deposit  
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.  
A = Administrative fee = \$2,500.00  
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

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

N = Number of days from work stoppage to time of payment

**D-030.2 Inadequate Log Accountability**

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Eric Wisch  
Pacific Cascade Region Manager

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

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 \_\_\_\_\_



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:**

**Timber Sale Name:**

**Application Number:**

#### EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

#### EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Frances 40 Sorts</b>	Region: <b>Pacific Cascade</b>
Agreement #: <b>30-100023</b>	District: Lewis
Contact Forester: Tyler Kaech Phone / Location: 360.749.3144	County(s): Pacific
Alternate Contact: Roy Franklin Phone / Location: 360.520.1971	Other information:

Type of Sale: Lump Sum	
Harvest System: Ground based	75
Harvest System: Uphill Cable	25
Enter % of sale acres	

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	SEC 09/10 T13N R07W	01 03	140	48	13.1	0.9		78	GPS (Garmin)
2	SEC 09 T13N R07W	03	6.6	5.7	0.1	0		0.8	GPS (Garmin)
3 (ROW)	SEC 09/10 T13N R07W	01 03	5.7	0	0	0		5.7	GPS (Garmin)
<b>TOTAL ACRES</b>			152.3	53.7	13.2	0.9		84.5	

**HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
Unit 1	Variable retention harvest. Boundaries are marked with white "Timber Sale Boundary" tags and pink "Timber Harvest Boundary" flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags, pink "Timber Harvest Boundary" flagging, and blue paint.		Leave trees mainly in clumps, some scattered.
Unit 2	Variable retention harvest. Boundaries are marked with white "Timber Sale Boundary" tags and pink "Timber Harvest Boundary" flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags, pink "Timber Harvest Boundary" flagging, and blue paint.		Leave trees are clumped in southern portion of unit.
Unit 3	New road construction acres		

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Western hemlock, Douglas-fir, red alder 1840 mBF	See driving map.	Maps on TSDC
2	Red alder 30 mBF	See driving map.	Maps on TSDC
3	WH, DF, RA 160 mBF	See driving map.	Maps on TSDC
TOTAL MBF	2,230		

**REMARKS:**

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Prepared By: Maureen Crabtree Date: 05/28/2019	Title: NRS 2	CC:
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# Cruise Narrative

<b>Sale Name:</b> Frances 40 Sorts	<b>Region:</b> Pacific Cascade
<b>App. #:</b> 30-0	<b>District:</b> Lewis
<b>Lead Cruiser:</b> DPClark	<b>Completion date:</b> 9-30-19
<b>Other Cruisers:</b> ACChaey	

**Unit acreage specifications:**

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
1	78	YES	
2	0.8	YES	
3	5.7	YES	
Total	84.5	YES	

**Unit cruise specifications:**

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (Cru./Tally)	Total number of plots
1	VP	27.78/46.94	16'	208'	1:1	85
2	VP	27.78/40	16'	150'	3 cruised	3
3	VP	27.78/46.94	16'	Extrapolated U1	1:1	85

**Sale/Cruise Description:**

<b>Minor species cruise intensity:</b>	Cruised on appropriate plots.
<b>Minimum cruise spec:</b>	40% Of Form- Factor at 16 feet D.O.B or 5 inch Top, and merchantable top.
<b>Avg. ring count by sp:</b>	<b>DF =</b> 6 <b>WH =</b> 6 <b>SS =</b> NA
<b>Leave/take tree description:</b>	
<b>Sort Description:</b>	<p><b>SM</b> - Special Mill</p> <p><b>HA</b> - 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. (min dia 8".)</p> <p><b>HB</b> - Logs meeting the following criteria: Surface characteristics for a B sort will have sound tight knots not to exceed 1 ½" in diameter. May include logs with not more than two larger knots up to 2 ½" in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third to end of the log. (min dia 8".)</p> <p><b>R</b> - 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> <p><b>D</b> - Domestic</p>

**Field observations:**

Frances 40 Sorts is a timber Sale located on the north slope of a gentle ridge between the Pand E ridge and Mill Creek. Access for unit 1 is off the Pand E mainline. Access for unit 2 is from Mill Creek.

Timber type for both units is a highly variable mix of conifers with a few hardwood patches. The stand is older and is decadent in areas. Root disease mortality pockets have left brushy openings, advanced regen patches, and heavy fuels. The southern end of unit 1 has heavy blowdown and naturally poorly stocked areas. Log quality in these areas is poor. The north half of the stand is stocked with large high quality DF and WH. Log surfaces are clean and defect is low. No stem decaying conks observed. Scattered RC and SS are present. RC is in good shape. SS has large limbs. The small amount of RA and BM present are of modest quality.

**Grants:** 1,3**Prepared by:** DPClark**Title:** Timber Cruiser

TC		PSPCSTGR		Species, Sort Grade - Board Foot Volumes (Project)																		
<div style="border: 1px solid black; padding: 2px;"> T13N R07W S09 Ty00U1      78.00  T13N R07W S09 Ty00U2      .80  T13N R07W S09 Ty00U3      5.70 </div>				<b>Project: FRANCIS</b> <b>Acres 84.50</b>										<b>Page 1</b> <b>Date 12/19/2019</b> <b>Time 11:57:17AM</b>								
Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre	
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf		
									5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40						
WH	CU	CU			100.0	336											4	17		0.00	7.6	
WH	D	2S		83	4.3	15,051	14,410	1,218			27	73		1	5	2	91	38	17	446	2.50	32.3
WH	D	3S		9	2.3	1,682	1,643	139	11	89			3	11	23	62	35	9	99	0.79	16.7	
WH	D	4S		4	6.0	694	652	55	87	13			24	32	38	6	26	6	30	0.41	21.6	
WH	D	UT		2	11.1	450	400	34	5	18		77	45	37	18		24	11	194	1.70	2.1	
WH	RO	3S		2		237	237	20				100			58	42	33	21	594	3.11	.4	
<b>WH</b>	<b>Totals</b>			41	6.0	18,450	17,342	1,465	4	9	22	64	3	8	6	82	30	12	215	1.58	80.7	
RC	CU	CU			100.0	11											6	17		0.00	.9	
RC	D	3S		92	6.4	1,112	1,040	88	2	23	5	70	3	32	1	64	31	13	245	2.16	4.2	
RC	D	4S		8	19.6	106	85	7	88	12			18	61	21		25	5	25	0.56	3.4	
<b>RC</b>	<b>Totals</b>			3	8.4	1,229	1,125	95	8	22	5	65	4	34	1	61	26	10	131	1.48	8.6	
SS	CU	CU			100.0	102											6	19		0.00	1.2	
SS	D	2S		66	4.0	1,047	1,005	85			23	77			3	97	39	17	495	2.85	2.0	
SS	D	3S		2	13.9	32	28	2		100					88	12	35	8	62	0.66	.5	
SS	D	4S		2		27	27	2	31	69			100				15	7	26	0.52	1.0	
SS	D	UT		8		118	118	10		25		75			12	88	37	14	360	2.24	.3	
SS	RO	3S		22		332	332	28				100				100	40	33	2661	13.05	.1	
<b>SS</b>	<b>Totals</b>			4	9.0	1,658	1,509	128	1	5	15	79	2	1	4	94	26	15	294	2.49	5.1	
DF	CU	CU			100.0	42											9	16		0.00	3.6	
DF	HA	3P		8		1,822	1,822	154				100				100	40	26	1235	5.18	1.5	
DF	HA	SM		19		3,974	3,974	336				100			5	95	39	21	770	3.51	5.2	
DF	HB	2S		44	1.8	9,671	9,499	803			11	89			2	98	39	19	644	2.89	14.7	
DF	HB	3S		1		149	149	13		100					100		34	10	119	0.81	1.3	
DF	D	2S		22	3.6	4,966	4,785	404			21	79	1	2	8	89	36	17	508	2.71	9.4	
DF	D	3S		5	.5	1,044	1,038	88	6	94			23	6	24	47	29	10	104	0.95	10.0	
DF	D	4S				75	75	6	40	60			79	21			18	7	28	0.42	2.7	
DF	D	UT		1		98	98	8		7		93	100				14	14	125	1.45	.8	
<b>DF</b>	<b>Totals</b>			51	1.8	21,841	21,440	1,812	0	5	9	85	2	1	6	92	33	16	437	2.46	49.1	
RA	CU	CU			100.0	16											22	11		0.00	.5	
RA	D	UT		17		59	59	5	26	74						100	40	9	116	1.38	.5	
RA	D	1S		34	3.7	118	114	10				100		100			23	19	329	3.43	.3	
RA	D	2S		24	1.4	80	79	7			100			86	14		31	14	207	1.81	.4	
RA	D	3S		17	5.6	61	58	5		100					100		40	11	170	1.21	.3	
RA	D	4S		3		9	9	1		100				100			30	9	70	1.42	.1	
RA	D	4S		5	3.4	15	15	1	100					76	24		29	5	33	0.45	.4	
<b>RA</b>	<b>Totals</b>			1	7.2	359	333	28	9	33	24	34		61	39		30	11	125	1.27	2.7	
BM	CU	CU			100.0	9											13	9		0.00	.7	
BM	D	UT		60	3.3	239	231	20	54	21	12	14	23	15	17	45	29	6	51	0.71	4.5	
BM	D	1S		9	12.5	40	35	3				100	100				16	24	350	5.30	.1	
BM	D	2S		19	9.9	82	74	6			100		40	60			25	13	131	1.37	.6	
BM	D	4S		12		43	43	4		100					100		36	9	100	1.01	.4	
<b>BM</b>	<b>Totals</b>			1	7.2	413	383	32	32	24	26	18	31	21	10	38	27	8	60	0.79	6.3	

**Species, Sort Grade - Board Foot Volumes (Project)**

T13N R07W S09 Ty00U1      78.00 T13N R07W S09 Ty00U2      .80 T13N R07W S09 Ty00U3      5.70	<b>Project:</b> <b>FRANCIS</b> <b>Acres</b> <b>84.50</b>	<b>Page</b> <b>2</b> <b>Date</b> <b>12/19/2019</b> <b>Time</b> <b>11:57:17AM</b>
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S Spp	So T	Gr rt ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre
				Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf	
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40					
<b>Totals</b>				4.1	43,950	42,134	3,560	3	8	15	74	3	5	6	86	31	13	276	1.87	152.5

TC PSTATS					<b>PROJECT STATISTICS</b>					PAGE	1
					<b>PROJECT FRANCIS</b>					DATE	12/19/2019
TWP	RGE	SC	TRACT	TYPE	ACRES		PLOTS	TREES	CuFt	BdFt	
13N	07	09	40 SORTS	00U1	84.50		173	550	S	W	
13N	07W	09	40 SORTS	00U2							
13N	07W	09	40 SORTS	00U3							
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES		PERCENT SAMPLE TREES				
TOTAL		173	550	3.2							
CRUISE		91	296	3.3	4,797		6.2				
DBH COUNT REFOREST COUNT		66	252	3.8							
BLANKS		16									
100 %											
<b>STAND SUMMARY</b>											
SAMPLE TREES		TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC	
WHEMLOCK		124	32.5	22.7	80	19.2	91.5	18,450	17,342	3,920	
DOUG FIR		98	13.2	31.6	126	12.8	71.9	21,841	21,440	3,977	
WR CEDAR		27	4.6	20.5	54	2.3	10.5	1,229	1,125	334	
R ALDER		12	1.4	22.4	61	0.8	3.7	359	333	110	
S SPRUCE		17	1.4	31.3	98	1.4	7.6	1,658	1,509	350	
BL MAPLE		18	3.7	16.6	53	1.3	5.5	413	383	139	
<b>TOTAL</b>		<b>296</b>	<b>56.8</b>	<b>24.8</b>	<b>87</b>	<b>38.3</b>	<b>190.7</b>	<b>43,950</b>	<b>42,134</b>	<b>8,831</b>	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL	68.1	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		90.7	8.3	1,049	1,144	1,239					
DOUG FIR		50.0	5.1	1,966	2,072	2,178					
WR CEDAR		99.9	19.6	529	658	787					
R ALDER		51.8	15.6	235	278	322					
S SPRUCE		163.6	40.9	1,781	3,012	4,242					
BL MAPLE		102.1	24.7	138	183	229					
<b>TOTAL</b>		<b>115.9</b>	<b>6.8</b>	<b>1,323</b>	<b>1,420</b>	<b>1,517</b>	<b>536</b>	<b>274</b>	<b>134</b>		
CL	68.1	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		79.2	7.2	223	240	258					
DOUG FIR		44.5	4.5	359	376	393					
WR CEDAR		93.4	18.3	148	181	214					
R ALDER		40.4	12.2	74	84	94					
S SPRUCE		146.0	36.5	386	607	829					
BL MAPLE		81.5	19.8	47	58	70					
<b>TOTAL</b>		<b>103.4</b>	<b>6.1</b>	<b>266</b>	<b>283</b>	<b>301</b>	<b>427</b>	<b>218</b>	<b>107</b>		
CL	68.1	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		202.7	15.4	28	33	38					
DOUG FIR		224.1	17.0	11	13	15					
WR CEDAR		532.8	40.5	3	5	6					
R ALDER		492.3	37.4	1	1	2					
S SPRUCE		389.6	29.6	1	1	2					
BL MAPLE		826.3	62.8	1	4	6					
<b>TOTAL</b>		<b>154.1</b>	<b>11.7</b>	<b>50</b>	<b>57</b>	<b>63</b>	<b>948</b>	<b>484</b>	<b>237</b>		
CL	68.1	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		178.6	13.6	79	91	104					
DOUG FIR		215.3	16.4	60	72	84					
WR CEDAR		449.0	34.1	7	10	14					

TC PSTATS			<b>PROJECT STATISTICS</b>					PAGE	2		
			<b>PROJECT</b>		<b>FRANCIS</b>			DATE	12/19/2019		
TWP	RGE	SC	TRACT	TYPE	ACRES			PLOTS	TREES	CuFt	BdFt
13N	07	09	40 SORTS	00U1	84.50			173	550	S	W
13N	07W	09	40 SORTS	00U2							
13N	07W	09	40 SORTS	00U3							
CL	68.1		COEFF	<b>BASAL AREA/ACRE</b>			# OF PLOTS REQ.		INF. POP.		
SD:	1.00		VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
R ALDER			487.4	37.0	2	4	5				
S SPRUCE			340.1	25.8	6	8	10				
BL MAPLE			696.8	52.9	3	5	8				
<b>TOTAL</b>			<i>132.0</i>	<i>10.0</i>	<i>172</i>	<i>191</i>	<i>210</i>	<i>695</i>	<i>355</i>	<i>174</i>	
CL	68.1		COEFF	<b>NET BF/ACRE</b>			# OF PLOTS REQ.		INF. POP.		
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK			185.5	14.1	14,899	17,342	19,785				
DOUG FIR			215.5	16.4	17,931	21,440	24,950				
WR CEDAR			489.7	37.2	707	1,125	1,544				
R ALDER			485.3	36.9	210	333	456				
S SPRUCE			341.4	25.9	1,118	1,509	1,901				
BL MAPLE			702.1	53.3	179	383	588				
<b>TOTAL</b>			<i>144.0</i>	<i>10.9</i>	<i>37,525</i>	<i>42,134</i>	<i>46,743</i>	<i>828</i>	<i>423</i>	<i>207</i>	
CL	68.1		COEFF	<b>NET CUFT FT/ACRE</b>			# OF PLOTS REQ.		INF. POP.		
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK			181.8	13.8	3,333	3,867	4,401				
DOUG FIR			214.7	16.3	3,320	3,967	4,613				
WR CEDAR			465.2	35.3	214	331	448				
R ALDER			484.4	36.8	65	103	142				
S SPRUCE			336.6	25.6	249	334	419				
BL MAPLE			707.9	53.8	63	135	208				
<b>TOTAL</b>			<i>137.9</i>	<i>10.5</i>	<i>7,822</i>	<i>8,737</i>	<i>9,653</i>	<i>760</i>	<i>388</i>	<i>190</i>	
CL	68.1		COEFF	<b>V BAR/ACRE</b>			# OF PLOTS REQ.		INF. POP.		
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK			93.0	7.1	163	190	216				
DOUG FIR			124.3	9.4	249	298	347				
WR CEDAR			434.3	33.0	67	107	147				
R ALDER			363.5	27.6	56	89	122				
S SPRUCE			218.2	16.6	146	198	249				
BL MAPLE			682.2	51.8	33	70	108				
<b>TOTAL</b>			<i>141.3</i>	<i>10.7</i>	<i>197</i>	<i>221</i>	<i>245</i>	<i>797</i>	<i>407</i>	<i>199</i>	

T13N R07W S09 T00U1										T13N R07W S09 T00U1				
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt					
13N	07W	09	40 SORTS	00U1	78.00	85	144	S	W					

S Sp	So T	Gr rt ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre			
				Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf		
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40							
WH	CU	CU		100.0	339												4	17		0.00	7.6	
WH	DM	2S	83	4.2	15,008	14,370	1,121			27	73			1	5	2	91	38	17	447	2.51	32.1
WH	DM	3S	9	2.4	1,677	1,638	128	11	89					3	11	23	62	35	9	98	0.79	16.7
WH	DM	4S	4	6.1	692	650	51	88	12					23	32	39	6	26	6	30	0.41	21.5
WH	DM	UT	2	11.1	454	404	32	5	18		77			45	37	18		24	11	194	1.70	2.1
WH	RO	3S	2		239	239	19				100						58		21	594	3.11	.4
<b>WH</b>	<b>Totals</b>		41	6.0	18,410	17,301	1,349	4	9	22	64			3	9	6	82	30	12	215	1.58	80.4
DF	CU	CU		100.0	42													9	16		0.00	3.6
DF	HA	3P	8		1,839	1,839	143				100						100	40	26	1235	5.18	1.5
DF	HA	SM	19		4,012	4,012	313				100					5	95	39	21	770	3.51	5.2
DF	HB	2S	44	1.8	9,763	9,590	748			11	89					2	98	39	19	644	2.89	14.9
DF	HB	3S	1		150	150	12			100							100	34	10	119	0.81	1.3
DF	DM	2S	22	3.6	5,014	4,831	377				21	79		1	2	8	89	36	17	508	2.71	9.5
DF	DM	3S	5	.5	1,054	1,048	82	6	94					23	6	24	47	29	10	104	0.95	10.1
DF	DM	4S			76	76	6	40	60					79	21			18	7	28	0.42	2.7
DF	DM	UT	1		99	99	8			7	93			100				14	14	125	1.45	.8
<b>DF</b>	<b>Totals</b>		51	1.8	22,050	21,645	1,688	0	5	9	85			2	1	6	92	33	16	437	2.46	49.6
RC	CU	CU		100.0	2													6	17		0.00	.9
RC	DM	3S	92	6.4	1,112	1,040	81	2	23	5	70			3	32	1	64	31	13	245	2.16	4.2
RC	DM	4S	8	19.6	107	86	7	88	12					18	61		21	25	5	25	0.56	3.5
<b>RC</b>	<b>Totals</b>		3	7.7	1,220	1,126	88	8	22	5	65			4	35	1	61	26	10	131	1.48	8.6
SS	CU	CU		100.0	103													6	20		0.00	1.1
SS	DM	2S	66	3.9	1,041	1,001	78			23	77					3	97	39	17	498	2.85	2.0
SS	DM	3S	2	14.3	29	25	2			100							100	34	8	60	0.64	.4
SS	DM	4S	1		27	27	2	31	69					100				15	7	26	0.52	1.0
SS	DM	UT	8		119	119	9			25	75					12	88	37	14	360	2.24	.3
SS	RO	3S	23		335	335	26				100						100	40	33	2661	13.05	.1
<b>SS</b>	<b>Totals</b>		4	8.9	1,654	1,507	118	1	5	15	79			2	1	4	93	26	15	298	2.50	5.1
BM	CU	CU		100.0	9													13	9		0.00	.7
BM	DM	UT	60	3.3	241	233	18	54	21	12	14			23	15	17	45	29	6	51	0.71	4.6
BM	DM	1S	9	12.5	40	35	3				100			100				16	24	350	5.30	.1
BM	DM	2S	19	9.9	83	75	6			100				40	60			25	13	131	1.37	.6
BM	DM	4S	12		44	44	3			100							100	36	9	100	1.01	.4
<b>BM</b>	<b>Totals</b>		1	7.2	417	387	30	32	24	26	18			31	21	10	38	27	8	60	0.79	6.4
RA	CU	CU		100.0	17													27	11		0.00	.4
RA	DM	UT	19		59	59	5	26	74								100	40	9	116	1.38	.5
RA	DM	1S	37	3.7	119	115	9				100						100	23	19	329	3.43	.3
RA	DM	2S	19		58	58	5			100							100	30	14	210	1.85	.3

T13N R07W S09 T00U1										T13N R07W S09 T00U1			
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt				
13N	07W	09	40 SORTS	00U1	78.00	85	144	S	W				

S T	So rt	Gr ad	%	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre	
								Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/		
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40	Ft	In	Ft	Lf		
RA	DM	3S	18	5.6	62	58	5	100				100				40	11	170	1.21	.3	
RA	DM	4S	3		9	9	1	100				100				30	9	70	1.42	.1	
RA	DM	4S	4		10	10	1	100				100				28	5	30	0.40	.3	
<b>RA Totals</b>			1	7.3	334	309	24	8	36	19	37	62				38	32	11	131	1.29	2.4
<b>Type Totals</b>				4.1	44,085	42,276	3,297	3	8	15	75	3	5	6	86	31	13	277	1.88	152.4	

T13N R07W S09 T00U2										T13N R07W S09 T00U2				
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt					
13N	07W	09	40 SORTS	00U2	.80	3	10	S	W					

Spp	So	Gr	%	Bd. Ft. per Acre			Total	Percent Net Board Foot Volume								Average Log				Logs Per /Acre						
								Net	Def%	Gross	Net	Net MBF	Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/Lf		
													5-7	8-11	12-15	16+	12-20	21-30	31-35						36-40	Ft
WH	CU	CU																								
WH	DM	2S	85	5.1	19,615	18,610	15				28	72					100				5	21			0.00	9.7
WH	DM	3S	11		2,187	2,187	2			100											39	16		372	2.21	50.0
WH	DM	4S	4		849	849	1	43	57					77	23						34	10		120	0.85	18.3
<b>WH</b>	<b>Totals</b>		79	4.4	22,651	21,646	17	2	12	24	62			3	2		95				29	13		201	1.62	107.7
RA	CU	CU																			3	13			0.00	11.6
RA	DM	2S	82	4.8	2,433	2,316	2			100							51	49			32	14		199	1.70	11.6
RA	DM	4S	18	10.2	533	479	0	100									23	77			31	6		41	0.59	11.6
<b>RA</b>	<b>Totals</b>		10	5.8	2,966	2,795	2	17		83				46	54						22	11		80	1.09	34.9
RC	CU	CU		100.0	986																16	24			0.00	2.5
RC	DM	3S	100	6.4	1,158	1,084	1		11	89							11	89			29	13		220	1.85	4.9
<b>RC</b>	<b>Totals</b>		4	49.4	2,144	1,084	1		11	89				11	89						25	17		147	1.45	7.4
SS	CU	CU																			8				0.00	4.2
SS	DM	2S	80	15.0	1,698	1,443	1			100							100				40	16		340	2.69	4.2
SS	DM	3S	20	11.1	382	340	0	100									100				40	8		80	0.87	4.2
<b>SS</b>	<b>Totals</b>		7	14.3	2,080	1,783	1		19	81							100				27	11		140	1.78	12.7
<b>Type Totals</b>				8.5	29,840	27,308	22	3	11	27	58			2	7		91				27	12		168	1.53	162.7

T13N R07W S09 T00U3 T13N R07W S09 T00U3  
 Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdBft  
 13N 07W 09 40 SORTS 00U3 5.70 85 144 S W

S Sp	So T	Gr rt ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre			
				Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf		
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40							
WH	CU	CU		100.0	339													4	17		0.00	7.6
WH	DM	2S	83	4.2	15,008	14,370	82			27	73			1	5	2	91	38	17	447	2.51	32.1
WH	DM	3S	9	2.4	1,677	1,638	9	11	89					3	11	23	62	35	9	98	0.79	16.7
WH	DM	4S	4	6.1	692	650	4	88	12					23	32	39	6	26	6	30	0.41	21.5
WH	DM	UT	2	11.1	454	404	2	5	18		77			45	37	18		24	11	194	1.70	2.1
WH	RO	3S	2		239	239	1				100					58	42	33	21	594	3.11	.4
<b>WH</b>	<b>Totals</b>		41	6.0	18,410	17,301	99	4	9	22	64			3	9	6	82	30	12	215	1.58	80.4
DF	CU	CU		100.0	42													9	16		0.00	3.6
DF	HA	3P	8		1,839	1,839	10				100						100	40	26	1235	5.18	1.5
DF	HA	SM	19		4,012	4,012	23				100					5	95	39	21	770	3.51	5.2
DF	HB	2S	44	1.8	9,763	9,590	55			11	89					2	98	39	19	644	2.89	14.9
DF	HB	3S	1		150	150	1		100								100	34	10	119	0.81	1.3
DF	DM	2S	22	3.6	5,014	4,831	28			21	79			1	2	8	89	36	17	508	2.71	9.5
DF	DM	3S	5	.5	1,054	1,048	6	6	94					23	6	24	47	29	10	104	0.95	10.1
DF	DM	4S			76	76	0	40	60					79	21			18	7	28	0.42	2.7
DF	DM	UT	1		99	99	1		7		93			100				14	14	125	1.45	.8
<b>DF</b>	<b>Totals</b>		51	1.8	22,050	21,645	123	0	5	9	85			2	1	6	92	33	16	437	2.46	49.6
RC	CU	CU		100.0	2													6	17		0.00	.9
RC	DM	3S	92	6.4	1,112	1,040	6	2	23	5	70			3	32	1	64	31	13	245	2.16	4.2
RC	DM	4S	8	19.6	107	86	0	88	12					18	61		21	25	5	25	0.56	3.5
<b>RC</b>	<b>Totals</b>		3	7.7	1,220	1,126	6	8	22	5	65			4	35	1	61	26	10	131	1.48	8.6
SS	CU	CU		100.0	103													6	20		0.00	1.1
SS	DM	2S	66	3.9	1,041	1,001	6			23	77					3	97	39	17	498	2.85	2.0
SS	DM	3S	2	14.3	29	25	0		100								100	34	8	60	0.64	.4
SS	DM	4S	1		27	27	0	31	69					100				15	7	26	0.52	1.0
SS	DM	UT	8		119	119	1		25		75				12		88	37	14	360	2.24	.3
SS	RO	3S	23	.0	335	335	2				100						100	40	33	2661	13.05	.1
<b>SS</b>	<b>Totals</b>		4	8.9	1,654	1,507	9	1	5	15	79			2	1	4	93	26	15	298	2.50	5.1
BM	CU	CU		100.0	9													13	9		0.00	.7
BM	DM	UT	60	3.3	241	233	1	54	21	12	14			23	15	17	45	29	6	51	0.71	4.6
BM	DM	1S	9	12.5	40	35	0				100			100				16	24	350	5.30	.1
BM	DM	2S	19	9.9	83	75	0			100				40	60			25	13	131	1.37	.6
BM	DM	4S	12		44	44	0		100								100	36	9	100	1.01	.4
<b>BM</b>	<b>Totals</b>		1	7.2	417	387	2	32	24	26	18			31	21	10	38	27	8	60	0.79	6.4
RA	CU	CU		100.0	17													27	11		0.00	.4
RA	DM	UT	19		59	59	0	26	74								100	40	9	116	1.38	.5
RA	DM	1S	37	3.7	119	115	1				100						100	23	19	329	3.43	.3
RA	DM	2S	19		58	58	0			100							100	30	14	210	1.85	.3

T13N R07W S09 T00U3										T13N R07W S09 T00U3			
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt				
13N	07W	09	40 SORTS	00U3	5.70	85	144	S	W				

S T	So rt	Gr ad	%	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre	
								Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/		
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40	Ft	In	Ft	Lf		
RA	DM	3S	18	5.6	62	58	0	100					100	40	11	170	1.21	.3			
RA	DM	4S	3		9	9	0	100		100				30	9	70	1.42	.1			
RA	DM	4S	4		10	10	0	100		100				28	5	30	0.40	.3			
<b>RA Totals</b>			1	7.3	334	309	2	8	36	19	37		62	38	32	11	131	1.29	2.4		
<b>Type Totals</b>				4.1	44,085	42,276	241	3	8	15	75		3	5	6	86	31	13	277	1.88	152.4

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT		FRANCIS		DATE	12/19/2019	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
13N	07W	09	40 SORTS	00U1	78.00	85	270	S	W	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL		85	270	3.2						
CRUISE		44	143	3.3	4,432		3.2			
DBH COUNT										
REFOREST										
COUNT		33	126	3.8						
BLANKS		8								
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
WHEMLOCK	59	32.5	22.7	80	19.2	91.3	18,410	17,301	3,909	3,855
DOUG FIR	49	13.3	31.6	126	12.9	72.6	22,050	21,645	4,015	4,005
WR CEDAR	13	4.6	20.4	54	2.3	10.4	1,220	1,126	333	332
S SPRUCE	8	1.4	31.5	98	1.3	7.6	1,654	1,507	348	331
BL MAPLE	9	3.7	16.6	53	1.4	5.5	417	387	141	137
R ALDER	5	1.3	22.6	61	0.7	3.5	334	309	103	96
<b>TOTAL</b>	<i>143</i>	<i>56.8</i>	<i>24.8</i>	<i>87</i>	<i>38.3</i>	<i>190.9</i>	<i>44,085</i>	<i>42,276</i>	<i>8,849</i>	<i>8,756</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	SAMPLE TREES - BF					# OF TREES REQ.	INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	91.3	12.1	1,023	1,164	1,304					
DOUG FIR	50.3	7.3	1,922	2,072	2,222					
WR CEDAR	102.4	29.5	470	666	863					
S SPRUCE	164.4	62.0	1,207	3,174	5,141					
BL MAPLE	105.2	37.1	115	183	251					
R ALDER	58.6	29.1	203	286	369					
<b>TOTAL</b>	<i>115.1</i>	<i>9.7</i>	<i>1,309</i>	<i>1,449</i>	<i>1,590</i>	<i>529</i>	<i>270</i>	<i>132</i>		
CL: 68.1 %	COEFF	SAMPLE TREES - CF					# OF TREES REQ.	INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	80.0	10.6	218	243	269					
DOUG FIR	44.8	6.5	352	376	401					
WR CEDAR	95.3	27.5	133	183	234					
S SPRUCE	147.6	55.6	282	636	990					
BL MAPLE	84.0	29.7	41	58	76					
R ALDER	45.4	22.6	67	86	106					
<b>TOTAL</b>	<i>103.1</i>	<i>8.7</i>	<i>263</i>	<i>288</i>	<i>313</i>	<i>425</i>	<i>217</i>	<i>106</i>		
CL: 68.1 %	COEFF	TREES/ACRE					# OF PLOTS REQ.	INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	139.2	15.1	28	33	37					
DOUG FIR	154.9	16.8	11	13	16					
WR CEDAR	397.5	43.1	3	5	7					
S SPRUCE	293.4	31.8	1	1	2					
BL MAPLE	618.2	67.0	1	4	6					
R ALDER	394.0	42.7	1	1	2					
<b>TOTAL</b>	<i>96.6</i>	<i>10.5</i>	<i>51</i>	<i>57</i>	<i>63</i>	<i>372</i>	<i>190</i>	<i>93</i>		
CL: 68.1 %	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.	INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	119.0	12.9	80	91	103					
DOUG FIR	147.7	16.0	61	73	84					
WR CEDAR	336.3	36.4	7	10	14					
S SPRUCE	251.7	27.3	6	8	10					

TC TSTATS				STATISTICS				PAGE	2	
				PROJECT		FRANCIS		DATE	12/19/2019	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
13N	07W	09	40 SORTS	00U1	78.00	85	270	S	W	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
BL MAPLE		520.0	56.4	2	6	9				
R ALDER		385.4	41.8	2	4	5				
<b>TOTAL</b>		<b>75.3</b>	<b>8.2</b>	<b>175</b>	<b>191</b>	<b>206</b>	<b>227</b>	<b>116</b>	<b>57</b>	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		124.9	13.5	14,959	17,301	19,643				
DOUG FIR		147.9	16.0	18,177	21,645	25,114				
WR CEDAR		365.9	39.7	679	1,126	1,572				
S SPRUCE		251.1	27.2	1,097	1,507	1,917				
BL MAPLE		524.1	56.8	167	387	607				
R ALDER		387.6	42.0	179	309	439				
<b>TOTAL</b>		<b>86.7</b>	<b>9.4</b>	<b>38,302</b>	<b>42,276</b>	<b>46,249</b>	<b>300</b>	<b>153</b>	<b>75</b>	
CL:	68.1 %	COEFF	NET CUFT FT/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		121.9	13.2	3,346	3,855	4,365				
DOUG FIR		147.2	16.0	3,366	4,005	4,643				
WR CEDAR		346.4	37.5	207	332	456				
S SPRUCE		248.8	27.0	242	331	421				
BL MAPLE		528.5	57.3	58	137	215				
R ALDER		385.9	41.8	56	96	137				
<b>TOTAL</b>		<b>81.1</b>	<b>8.8</b>	<b>7,987</b>	<b>8,756</b>	<b>9,525</b>	<b>262</b>	<b>134</b>	<b>66</b>	
CL:	68.1 %	COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		26.4	2.9	164	190	215				
DOUG FIR		65.7	7.1	250	298	346				
WR CEDAR		322.9	35.0	65	108	151				
S SPRUCE		152.0	16.5	145	199	253				
BL MAPLE		509.0	55.2	30	70	110				
R ALDER		285.6	31.0	51	88	125				
<b>TOTAL</b>		<b>237.2</b>	<b>25.7</b>	<b>201</b>	<b>221</b>	<b>242</b>	<b>2,246</b>	<b>1,146</b>	<b>561</b>	

TC TSTATS				STATISTICS				PAGE	1		
				PROJECT	FRANCIS			DATE	12/19/2019		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
13N	07W	09	40 SORTS	00U2	0.80	3	10	S	W		
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES					
TOTAL		3	10	3.3							
CRUISE		3	10	3.3	41	24.5					
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	
WHEMLOCK	6	32.7	25.2	99	22.6	113.5	22,651	21,646	5,076	5,076	
R ALDER	2	11.6	20.5	68	5.9	26.6	2,966	2,795	835	835	
WR CEDAR	1	2.5	35.0	76	2.8	16.5	2,144	1,084	481	264	
S SPRUCE	1	4.2	25.0	87	2.9	14.5	2,080	1,783	604	604	
<b>TOTAL</b>	<i>10</i>	<i>51.0</i>	<i>24.8</i>	<i>90</i>	<i>34.3</i>	<i>171.0</i>	<i>29,840</i>	<i>27,308</i>	<i>6,997</i>	<i>6,779</i>	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.	INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		49.0	21.8	602	770	938					
R ALDER		5.9	5.5	227	240	253					
WR CEDAR											
S SPRUCE											
<b>TOTAL</b>		<i>61.3</i>	<i>20.4</i>	<i>474</i>	<i>596</i>	<i>718</i>	<i>167</i>	<i>85</i>	<i>42</i>		
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.	INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		48.3	21.5	141	179	218					
R ALDER		3.1	2.9	70	72	74					
WR CEDAR											
S SPRUCE											
<b>TOTAL</b>		<i>54.1</i>	<i>18.0</i>	<i>121</i>	<i>147</i>	<i>173</i>	<i>130</i>	<i>66</i>	<i>32</i>		
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.	INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		31.5	21.8	26	33	40					
R ALDER		87.1	60.2	5	12	19					
WR CEDAR		173.2	119.8		2	5					
S SPRUCE		173.2	119.8		4	9					
<b>TOTAL</b>		<i>53.3</i>	<i>36.9</i>	<i>32</i>	<i>51</i>	<i>70</i>	<i>163</i>	<i>83</i>	<i>41</i>		
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.	INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		1.2	.8	113	114	114					
R ALDER		86.6	59.9	11	27	42					
WR CEDAR		173.2	119.8		16	36					
S SPRUCE		173.2	119.8		14	32					
<b>TOTAL</b>		<i>39.2</i>	<i>27.1</i>	<i>125</i>	<i>171</i>	<i>217</i>	<i>88</i>	<i>45</i>	<i>22</i>		
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.	INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK		12.0	8.3	19,843	21,646	23,449					
R ALDER		87.9	60.8	1,094	2,795	4,496					
WR CEDAR		173.2	119.8		1,084	2,383					
S SPRUCE		173.2	119.8		1,783	3,919					
<b>TOTAL</b>		<i>23.3</i>	<i>16.1</i>	<i>22,905</i>	<i>27,308</i>	<i>31,711</i>	<i>31</i>	<i>16</i>	<i>8</i>		

TC TSTATS				STATISTICS				PAGE	2	
				PROJECT FRANCIS				DATE	12/19/2019	
TWP	RGE	SECT	TRACT	TYPE	ACRES		PLOTS	TREES	CuFt	BdFt
13N	07W	09	40 SORTS	00U2	0.80		3	10	S	W
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	7	10	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		9.5	6.6	4,743	5,076	5,410				
R ALDER		87.5	60.5	330	835	1,340				
WR CEDAR		173.2	119.8		264	580				
S SPRUCE		173.2	119.8		604	1,328				
<b>TOTAL</b>		26.6	18.4	5,530	6,779	8,028	41	21	10	
CL:	68.1 %	COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		11.9	8.3	175	191	207				
R ALDER		87.7	60.6	41	105	169				
WR CEDAR		173.2	119.8		66	145				
S SPRUCE		173.2	119.8		123	271				
<b>TOTAL</b>		29.3	20.3	134	160	185	49	25	12	

TC TSTATS				STATISTICS				PAGE	1		
				PROJECT	FRANCIS			DATE	12/19/2019		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt		
13N	07W	09	40 SORTS	00U3	5.70	85	270	S	W		
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES					
TOTAL		85	270	3.2							
CRUISE		44	143	3.3	324	44.2					
DBH COUNT											
REFOREST											
COUNT		33	126	3.8							
BLANKS		8									
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	
WHEMLOCK	59	32.5	22.7	80	19.2	91.3	18,410	17,301	3,909	3,855	
DOUG FIR	49	13.3	31.6	126	12.9	72.6	22,050	21,645	4,015	4,005	
WR CEDAR	13	4.6	20.4	54	2.3	10.4	1,220	1,126	333	332	
S SPRUCE	8	1.4	31.5	98	1.3	7.6	1,654	1,507	348	331	
BL MAPLE	9	3.7	16.6	53	1.4	5.5	417	387	141	137	
R ALDER	5	1.3	22.6	61	0.7	3.5	334	309	103	96	
<b>TOTAL</b>	<i>143</i>	<i>56.8</i>	<i>24.8</i>	<i>87</i>	<i>38.3</i>	<i>190.9</i>	<i>44,085</i>	<i>42,276</i>	<i>8,849</i>	<i>8,756</i>	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	91.3	12.1		1,023	1,164	1,304					
DOUG FIR	50.3	7.3		1,922	2,072	2,222					
WR CEDAR	102.4	29.5		470	666	863					
S SPRUCE	164.4	62.0		1,207	3,174	5,141					
BL MAPLE	105.2	37.1		115	183	251					
R ALDER	58.6	29.1		203	286	369					
<b>TOTAL</b>	<i>115.1</i>	<i>9.7</i>		<i>1,309</i>	<i>1,449</i>	<i>1,590</i>	<i>529</i>	<i>270</i>	<i>132</i>		
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	80.0	10.6		218	243	269					
DOUG FIR	44.8	6.5		352	376	401					
WR CEDAR	95.3	27.5		133	183	234					
S SPRUCE	147.6	55.6		282	636	990					
BL MAPLE	84.0	29.7		41	58	76					
R ALDER	45.4	22.6		67	86	106					
<b>TOTAL</b>	<i>103.1</i>	<i>8.7</i>		<i>263</i>	<i>288</i>	<i>313</i>	<i>425</i>	<i>217</i>	<i>106</i>		
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	139.2	15.1		28	33	37					
DOUG FIR	154.9	16.8		11	13	16					
WR CEDAR	397.5	43.1		3	5	7					
S SPRUCE	293.4	31.8		1	1	2					
BL MAPLE	618.2	67.0		1	4	6					
R ALDER	394.0	42.7		1	1	2					
<b>TOTAL</b>	<i>96.6</i>	<i>10.5</i>		<i>51</i>	<i>57</i>	<i>63</i>	<i>372</i>	<i>190</i>	<i>93</i>		
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
WHEMLOCK	119.0	12.9		80	91	103					
DOUG FIR	147.7	16.0		61	73	84					
WR CEDAR	336.3	36.4		7	10	14					
S SPRUCE	251.7	27.3		6	8	10					
BL MAPLE	520.0	56.4		2	6	9					
R ALDER	385.4	41.8		2	4	5					

TC TSTATS				STATISTICS				PAGE	2	
				PROJECT FRANCIS				DATE	12/19/2019	
TWP	RGE	SECT	TRACT	TYPE	ACRES		PLOTS	TREES	CuFt	BdFt
13N	07W	09	40 SORTS	00U3	5.70		85	270	S	W
CL:	68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
<b>TOTAL</b>		75.3	8.2	175	191	206	227	116	57	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		124.9	13.5	14,959	17,301	19,643				
DOUG FIR		147.9	16.0	18,177	21,645	25,114				
WR CEDAR		365.9	39.7	679	1,126	1,572				
S SPRUCE		251.1	27.2	1,097	1,507	1,917				
BL MAPLE		524.1	56.8	167	387	607				
R ALDER		387.6	42.0	179	309	439				
<b>TOTAL</b>		86.7	9.4	38,302	42,276	46,249	300	153	75	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		121.9	13.2	3,346	3,855	4,365				
DOUG FIR		147.2	16.0	3,366	4,005	4,643				
WR CEDAR		346.4	37.5	207	332	456				
S SPRUCE		248.8	27.0	242	331	421				
BL MAPLE		528.5	57.3	58	137	215				
R ALDER		385.9	41.8	56	96	137				
<b>TOTAL</b>		81.1	8.8	7,987	8,756	9,525	262	134	66	
CL:	68.1 %	COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		26.4	2.9	164	190	215				
DOUG FIR		65.7	7.1	250	298	346				
WR CEDAR		322.9	35.0	65	108	151				
S SPRUCE		152.0	16.5	145	199	253				
BL MAPLE		509.0	55.2	30	70	110				
R ALDER		285.6	31.0	51	88	125				
<b>TOTAL</b>		237.2	25.7	201	221	242	2,246	1,146	561	

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

T13N R07W S09 Ty00U	78.0
T13N R07W S09 Ty00U	.8
T13N R07W S09 Ty00U	5.7

Project **FRANCIS**  
Acres **84.50**

Page No **1**  
Date: **12/19/2019**  
Time **11:57:20AM**

Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
DOUG FIR	1,117	3,847	9,579	300.16	87.14	2.49	3,361	3,352	1,846	1,812
WHEMLOCK	2,750	6,174	10,600	118.81	52.93	1.56	3,313	3,267	1,559	1,465
S SPRUCE	120	335	769	234.48	84.25	2.62	296	282	140	128
WR CEDAR	386	649	663	72.43	43.10	1.60	282	280	104	95
BL MAPLE	309	476	312	37.04	24.00	0.83	118	114	35	32
R ALDER	115	182	256	76.21	48.08	1.47	93	87	30	28
<b>Totals</b>	<b>4,797</b>	<b>11,663</b>	<b>22,179</b>	<b>153.91</b>	<b>63.30</b>	<b>1.88</b>	<b>7,462</b>	<b>7,383</b>	<b>3,714</b>	<b>3,560</b>

Wood Type Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
C	4,373	11,004	21,611	164.20	65.26	1.93	7,252	7,181	3,649	3,500
H	423	658	568	47.65	30.65	1.02	211	202	65	61
<b>Totals</b>	<b>4,797</b>	<b>11,663</b>	<b>22,179</b>	<b>153.91</b>	<b>63.30</b>	<b>1.88</b>	<b>7,462</b>	<b>7,383</b>	<b>3,714</b>	<b>3,560</b>











# Cruise Narrative

<b>Sale Name:</b> Frances 40 Sorts	<b>Region:</b> Pacific Cascade
<b>App. #:</b> 30-0	<b>District:</b> Lewis
<b>Lead Cruiser:</b> DPClark	<b>Completion date:</b> 9-30-19
<b>Other Cruisers:</b> ACChaey	

**Unit acreage specifications:**

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
1	83.5	YES	
2	1	YES	
Total	84.5	YES	

**Unit cruise specifications:**

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (Cru./Tally)	Total number of plots
1	VP	27.78/46.94	16'	208'	1:1	85
2	VP	27.78/40	16'	150'	3 cruised	3

**Sale/Cruise Description:**

<b>Minor species cruise intensity:</b>	Cruised on appropriate plots.						
<b>Minimum cruise spec:</b>	40% Of Form- Factor at 16 feet D.O.B or 5 inch Top, and merchantable top.						
<b>Avg. ring count by sp:</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>DF =</b></td> <td style="width: 25%; text-align: center;">6</td> <td style="width: 15%;"><b>WH =</b></td> <td style="width: 15%; text-align: center;">6</td> <td style="width: 15%;"><b>SS =</b></td> <td style="width: 20%; text-align: center;">NA</td> </tr> </table>	<b>DF =</b>	6	<b>WH =</b>	6	<b>SS =</b>	NA
<b>DF =</b>	6	<b>WH =</b>	6	<b>SS =</b>	NA		
<b>Leave/take tree description:</b>							
<b>Sort Description:</b>	<p><b>SM</b> - Special Mill</p> <p><b>HA</b>– 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. (min dia 8".)</p> <p><b>HB</b> – Logs meeting the following criteria: Surface characteristics for a B sort will have sound tight knots not to exceed 1 ½" in diameter. May include logs with not more than two larger knots up to 2 ½" in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third to end of the log. (min dia 8".)</p> <p><b>R</b> – 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> <p><b>D</b> - Domestic</p>						

**Field observations:**

Frances 40 Sorts is a timber Sale located on the north slope of a gentle ridge between the Pand E ridge and Mill
--

Creek. Access for unit 1 is off the Pand E mainline. Access for unit 2 is from Mill Creek.

Timber type for both units is a highly variable mix of conifers with a few hardwood patches. The stand is older and is decadent in areas. Root disease mortality pockets have left brushy openings, advanced regen patches, and heavy fuels. The southern end of unit 1 has heavy blowdown and naturally poorly stocked areas. Log quality in these areas is poor. The north half of the stand is stocked with large high quality DF and WH. Log surfaces are clean and defect is low. No stem decaying conks observed. Scattered RC and SS are present. RC is in good shape. SS has large limbs. The small amount of RA and BM present are of modest quality.

**Grants:** 1,3

**Prepared by:** DPClark

**Title:** Timber Cruiser

TC		PSPCSTGR		Species, Sort Grade - Board Foot Volumes (Project)																		
T13N R07W S09 Ty00U1 83.50 T13N R07W S09 Ty00U2 1.00				<b>Project: FRANCIS</b> <b>Acres 84.50</b>										<b>Page 1</b> <b>Date 9/30/2019</b> <b>Time 1:48:23PM</b>								
Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre	
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf		
									5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40						
WH	CU	CU			100.0	335											4	17		0.00	7.6	
WH	D	2S		83	4.3	15,062	14,420	1,219				27	73	1	5	2	91	38	17	446	2.50	32.4
WH	D	3S		9	2.3	1,683	1,644	139	11	89				3	11	23	63	35	9	99	0.79	16.7
WH	D	4S		4	6.0	694	652	55	87	13				24	32	38	6	26	6	30	0.41	21.6
WH	D	UT		2	11.1	449	399	34	5	18		77		45	37	18		24	11	194	1.70	2.1
WH	RO	3S		2		236	236	20				100				58	42	33	21	594	3.11	.4
<b>WH Totals</b>				41	6.0	18,460	17,353	1,466	4	9	22	64		3	8	6	82	30	12	215	1.58	80.8
RC	CU	CU			100.0	13											6	18		0.00	.9	
RC	D	3S		92	6.4	1,112	1,041	88	2	23	5	70		3	32	1	64	31	13	245	2.15	4.2
RC	D	4S		8	19.6	105	85	7	88	12				18	61	21		25	5	25	0.56	3.4
<b>RC Totals</b>				3	8.6	1,231	1,125	95	8	22	5	65		4	34	1	61	26	10	131	1.48	8.6
SS	CU	CU			100.0	102											6	19		0.00	1.2	
SS	D	2S		66	4.1	1,048	1,006	85			22	78				3	97	39	17	495	2.85	2.0
SS	D	3S		2	13.9	33	29	2		100						86	14	35	8	62	0.67	.5
SS	D	4S		2		27	27	2	31	69			100					15	7	26	0.52	1.0
SS	D	UT		8		118	118	10		25		75				12	88	37	14	360	2.24	.3
SS	RO	3S		22		331	331	28				100					100	40	33	2661	13.05	.1
<b>SS Totals</b>				4	9.0	1,659	1,510	128	1	5	15	79		2	1	4	94	26	15	293	2.48	5.2
DF	CU	CU			100.0	42											9	16		0.00	3.6	
DF	HA	3P		8		1,817	1,817	154				100					100	40	26	1235	5.18	1.5
DF	HA	SM		19		3,965	3,965	335				100				5	95	39	21	770	3.51	5.1
DF	HB	2S		44	1.8	9,648	9,476	801			11	89				2	98	39	19	644	2.89	14.7
DF	HB	3S		1		148	148	13		100						100		34	10	119	0.81	1.3
DF	D	2S		22	3.6	4,954	4,774	403			21	79		1	2	8	89	36	17	508	2.71	9.4
DF	D	3S		5	.5	1,041	1,036	88	6	94				23	6	24	47	29	10	104	0.95	10.0
DF	D	4S				75	75	6	40	60				79	21			18	7	28	0.42	2.7
DF	D	UT		1		98	98	8		7		93		100				14	14	125	1.45	.8
<b>DF Totals</b>				51	1.8	21,789	21,389	1,807	0	5	9	85		2	1	6	92	33	16	437	2.46	49.0
RA	CU	CU			100.0	16											21	11		0.00	.5	
RA	D	UT		17		59	59	5	26	74							100	40	9	116	1.38	.5
RA	D	1S		33	3.7	118	113	10				100		100				23	19	329	3.43	.3
RA	D	2S		25	1.6	86	85	7			100			84		16		31	14	206	1.80	.4
RA	D	3S		17	5.6	61	57	5		100						100		40	11	170	1.21	.3
RA	D	4S		3		9	9	1		100				100				30	9	70	1.42	.1
RA	D	4S		5	3.9	16	16	1	100					72		28		29	5	33	0.46	.5
<b>RA Totals</b>				1	7.2	365	339	29	9	32	25	33			60	40		30	11	124	1.27	2.7
BM	CU	CU			100.0	9											13	9		0.00	.7	
BM	D	UT		60	3.3	238	231	19	54	21	12	14		23	15	17	45	29	6	51	0.71	4.5
BM	D	1S		9	12.5	39	34	3				100		100				16	24	350	5.30	.1
BM	D	2S		19	9.9	82	74	6			100			40	60			25	13	131	1.37	.6
BM	D	4S		12		43	43	4		100						100		36	9	100	1.01	.4
<b>BM Totals</b>				1	7.2	412	382	32	32	24	26	18		31	21	10	38	27	8	60	0.79	6.3

**Species, Sort Grade - Board Foot Volumes (Project)**

T13N R07W S09 Ty00U1      83.50 T13N R07W S09 Ty00U2      1.00	<b>Project: FRANCIS</b> <b>Acres 84.50</b>	<b>Page 2</b> <b>Date 9/30/2019</b> <b>Time 1:48:23PM</b>
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S Spp	So T	Gr rt ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre
				Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf	
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40					
<b>Totals</b>				4.1	43,916	42,098	3,557	3	8	15	74	3	5	6	86	31	13	276	1.87	152.6

TC PSTATS			<b>PROJECT STATISTICS</b>					PAGE <b>1</b>				
			<b>PROJECT FRANCIS</b>					DATE 9/30/2019				
TWP	RGE	SC	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt			
13N	07	09	40 SORTS	00U1	84.50	88	280	S	W			
13N	07W	09	40 SORTS	00U2								
			PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES					
TOTAL			88	280	3.2							
CRUISE			47	153	3.3	4,796	3.2					
DBH COUNT												
REFOREST												
COUNT			33	126	3.8							
BLANKS			8									
100 %												
<b>STAND SUMMARY</b>												
			SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
WHEMLOCK			65	32.5	22.7	80	19.2	91.5	18,460	17,353	3,923	3,870
DOUG FIR			49	13.2	31.6	126	12.8	71.7	21,789	21,389	3,968	3,957
R ALDER			7	1.4	22.4	61	0.8	3.8	365	339	112	105
WR CEDAR			14	4.6	20.5	54	2.3	10.5	1,231	1,125	334	331
S SPRUCE			9	1.4	31.3	98	1.4	7.7	1,659	1,510	351	335
BL MAPLE			9	3.6	16.6	53	1.3	5.5	412	382	139	135
<b>TOTAL</b>			<b>153</b>	<b>56.8</b>	<b>24.8</b>	<b>87</b>	<b>38.3</b>	<b>190.6</b>	<b>43,916</b>	<b>42,098</b>	<b>8,827</b>	<b>8,733</b>
CONFIDENCE LIMITS OF THE SAMPLE												
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR												
CL	68.1	COEFF	SAMPLE TREES - BF					# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
WHEMLOCK		90.8	11.4	997	1,126	1,255						
DOUG FIR		50.3	7.3	1,922	2,072	2,222						
R ALDER		50.9	20.7	216	273	329						
WR CEDAR		101.3	28.1	468	650	832						
S SPRUCE		173.2	61.1	1,115	2,868	4,620						
BL MAPLE		105.2	37.1	115	183	251						
<b>TOTAL</b>		<b>116.9</b>	<b>9.5</b>	<b>1,260</b>	<b>1,393</b>	<b>1,525</b>	<b>546</b>	<b>279</b>	<b>137</b>			
CL	68.1	COEFF	SAMPLE TREES - CF					# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
WHEMLOCK		79.0	9.9	214	237	261						
DOUG FIR		44.8	6.5	352	376	401						
R ALDER		39.9	16.2	69	82	95						
WR CEDAR		95.1	26.3	131	178	225						
S SPRUCE		153.7	54.2	266	581	897						
BL MAPLE		84.0	29.7	41	58	76						
<b>TOTAL</b>		<b>104.0</b>	<b>8.5</b>	<b>255</b>	<b>279</b>	<b>303</b>	<b>432</b>	<b>220</b>	<b>108</b>			
CL	68.1	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
WHEMLOCK		140.5	15.0	28	33	37						
DOUG FIR		158.7	16.9	11	13	15						
R ALDER		364.8	38.9	1	1	2						
WR CEDAR		402.1	42.8	3	5	7						
S SPRUCE		289.2	30.8	1	1	2						
BL MAPLE		629.1	67.0	1	4	6						
<b>TOTAL</b>		<b>98.1</b>	<b>10.4</b>	<b>51</b>	<b>57</b>	<b>63</b>	<b>384</b>	<b>196</b>	<b>96</b>			
CL	68.1	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10			
WHEMLOCK		119.7	12.8	80	92	103						
DOUG FIR		151.4	16.1	60	72	83						
R ALDER		361.9	38.5	2	4	5						
WR CEDAR		336.2	35.8	7	10	14						

TC PSTATS		<b>PROJECT STATISTICS</b>							PAGE	<b>2</b>	
		<b>PROJECT FRANCIS</b>							DATE	9/30/2019	
TWP	RGE	SC	TRACT	TYPE	ACRES			PLOTS	TREES	CuFt	BdFt
13N	07	09	40 SORTS	00U1	84.50			88	280	S	W
13N	07W	09	40 SORTS	00U2							
CL	68.1		COEFF		<b>BASAL AREA/ACRE</b>			# OF PLOTS REQ.		INF. POP.	
SD:	1.00		VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
S SPRUCE			251.0	26.7	6	8	10				
BL MAPLE			529.4	56.4	2	5	9				
<b>TOTAL</b>			<b>77.0</b>	<b>8.2</b>	<b>175</b>	<b>191</b>	<b>206</b>	<b>236</b>	<b>121</b>	<b>59</b>	
CL	68.1		COEFF		<b>NET BF/ACRE</b>			# OF PLOTS REQ.		INF. POP.	
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK			125.7	13.4	15,030	17,353	19,675				
DOUG FIR			151.6	16.1	17,936	21,389	24,843				
R ALDER			359.6	38.3	209	339	469				
WR CEDAR			368.3	39.2	684	1,125	1,567				
S SPRUCE			252.4	26.9	1,104	1,510	1,916				
BL MAPLE			533.5	56.8	165	382	600				
<b>TOTAL</b>			<b>88.8</b>	<b>9.5</b>	<b>38,118</b>	<b>42,098</b>	<b>46,078</b>	<b>315</b>	<b>161</b>	<b>79</b>	
CL	68.1		COEFF		<b>NET CUFT FT/ACRE</b>			# OF PLOTS REQ.		INF. POP.	
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK			122.5	13.1	3,365	3,870	4,375				
DOUG FIR			150.9	16.1	3,321	3,957	4,593				
R ALDER			359.1	38.2	65	105	145				
WR CEDAR			349.4	37.2	208	331	454				
S SPRUCE			248.3	26.4	246	335	423				
BL MAPLE			537.9	57.3	58	135	212				
<b>TOTAL</b>			<b>82.9</b>	<b>8.8</b>	<b>7,962</b>	<b>8,733</b>	<b>9,503</b>	<b>274</b>	<b>140</b>	<b>69</b>	
CL	68.1		COEFF		<b>V BAR/ACRE</b>			# OF PLOTS REQ.		INF. POP.	
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK			28.1	3.0	164	190	215				
DOUG FIR			69.5	7.4	250	298	346				
R ALDER			266.6	28.4	55	90	124				
WR CEDAR			325.3	34.6	65	107	149				
S SPRUCE			153.4	16.3	144	197	250				
BL MAPLE			518.1	55.2	30	70	110				
<b>TOTAL</b>			<b>86.1</b>	<b>9.2</b>	<b>200</b>	<b>221</b>	<b>242</b>	<b>296</b>	<b>151</b>	<b>74</b>	

T13N R07W S09 T00U1 T13N R07W S09 T00U1  
 Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdBft  
 13N 07W 09 40 SORTS 00U1 83.50 85 144 S W

S Sp	So T	Gr rt ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre		
				Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf			
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40							
WH	CU	CU		100.0	339													4	17		0.00	7.6
WH	DM	2S	83	4.2	15,008	14,370	1,200			27	73			1	5	2	91	38	17	447	2.51	32.1
WH	DM	3S	9	2.4	1,677	1,638	137	11	89					3	11	23	62	35	9	98	0.79	16.7
WH	DM	4S	4	6.1	692	650	54	88	12					23	32	39	6	26	6	30	0.41	21.5
WH	DM	UT	2	11.1	454	404	34	5	18		77			45	37	18		24	11	194	1.70	2.1
WH	RO	3S	2		239	239	20				100					58	42	33	21	594	3.11	.4
<b>WH</b>	<b>Totals</b>		41	6.0	18,410	17,301	1,445	4	9	22	64			3	9	6	82	30	12	215	1.58	80.4
DF	CU	CU		100.0	42													9	16		0.00	3.6
DF	HA	3P	8		1,839	1,839	154				100						100	40	26	1235	5.18	1.5
DF	HA	SM	19		4,012	4,012	335				100					5	95	39	21	770	3.51	5.2
DF	HB	2S	44	1.8	9,763	9,590	801			11	89					2	98	39	19	644	2.89	14.9
DF	HB	3S	1		150	150	13			100							100	34	10	119	0.81	1.3
DF	DM	2S	22	3.6	5,014	4,831	403			21	79			1	2	8	89	36	17	508	2.71	9.5
DF	DM	3S	5	.5	1,054	1,048	88	6	94					23	6	24	47	29	10	104	0.95	10.1
DF	DM	4S			76	76	6	40	60					79	21			18	7	28	0.42	2.7
DF	DM	UT	1		99	99	8		7		93			100				14	14	125	1.45	.8
<b>DF</b>	<b>Totals</b>		51	1.8	22,050	21,645	1,807	0	5	9	85			2	1	6	92	33	16	437	2.46	49.6
RC	CU	CU		100.0	2													6	17		0.00	.9
RC	DM	3S	92	6.4	1,112	1,040	87	2	23	5	70			3	32	1	64	31	13	245	2.16	4.2
RC	DM	4S	8	19.6	107	86	7	88	12					18	61		21	25	5	25	0.56	3.5
<b>RC</b>	<b>Totals</b>		3	7.7	1,220	1,126	94	8	22	5	65			4	35	1	61	26	10	131	1.48	8.6
SS	CU	CU		100.0	103													6	20		0.00	1.1
SS	DM	2S	66	3.9	1,041	1,001	84			23	77					3	97	39	17	498	2.85	2.0
SS	DM	3S	2	14.3	29	25	2			100							100	34	8	60	0.64	.4
SS	DM	4S	1		27	27	2	31	69					100				15	7	26	0.52	1.0
SS	DM	UT	8		119	119	10			25	75				12		88	37	14	360	2.24	.3
SS	RO	3S	23		335	335	28				100						100	40	33	2661	13.05	.1
<b>SS</b>	<b>Totals</b>		4	8.9	1,654	1,507	126	1	5	15	79			2	1	4	93	26	15	298	2.50	5.1
BM	CU	CU		100.0	9													13	9		0.00	.7
BM	DM	UT	60	3.3	241	233	19	54	21	12	14			23	15	17	45	29	6	51	0.71	4.6
BM	DM	1S	9	12.5	40	35	3				100			100				16	24	350	5.30	.1
BM	DM	2S	19	9.9	83	75	6			100				40	60			25	13	131	1.37	.6
BM	DM	4S	12		44	44	4			100							100	36	9	100	1.01	.4
<b>BM</b>	<b>Totals</b>		1	7.2	417	387	32	32	24	26	18			31	21	10	38	27	8	60	0.79	6.4
RA	CU	CU		100.0	17													27	11		0.00	.4
RA	DM	UT	19		59	59	5	26	74								100	40	9	116	1.38	.5
RA	DM	1S	37	3.7	119	115	10				100						100	23	19	329	3.43	.3
RA	DM	2S	19		58	58	5			100							100	30	14	210	1.85	.3

T13N R07W S09 T00U1										T13N R07W S09 T00U1			
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt				
13N	07W	09	40 SORTS	00U1	83.50	85	144	S	W				

S Spp	So T	Gr rt ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre		
								Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/			
								5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40	Ft	In	Ft	Lf			
RA	DM	3S	18	5.6	62	58	5	100							100	40	11	170	1.21	.3		
RA	DM	4S	3		9	9	1	100						100		30	9	70	1.42	.1		
RA	DM	4S	4		10	10	1	100						100		28	5	30	0.40	.3		
<b>RA Totals</b>			1	7.3	334	309	26	8	36	19	37			62	38	32	11	131	1.29	2.4		
<b>Type Totals</b>				4.1	44,085	42,276	3,530	3	8	15	75			3	5	6	86	31	13	277	1.88	152.4

T13N R07W S09 T00U2										T13N R07W S09 T00U2				
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt					
13N	07W	09	40 SORTS	00U2	1.00	3	10	S	W					

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
									Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf	
									5-7	8-11	12-15	16+	12-20	21-30	31-35	36-40	Ft	In	Ft	Lf	
WH		CU	CU														5	21		0.00	9.7
WH		DM	2S	85	5.1	19,615	18,610	19			28	72				100	39	16	372	2.21	50.0
WH		DM	3S	11		2,187	2,187	2		100				13		87	34	10	120	0.85	18.3
WH		DM	4S	4		849	849	1	43	57			77	23			18	7	28	0.49	29.8
<b>WH</b>	<b>Totals</b>			79	4.4	22,651	21,646	22	2	12	24	62	3	2	95		29	13	201	1.62	107.7
RA		CU	CU														3	13		0.00	11.6
RA		DM	2S	82	4.8	2,433	2,316	2		100				51		49	32	14	199	1.70	11.6
RA		DM	4S	18	10.2	533	479	0	100					23		77	31	6	41	0.59	11.6
<b>RA</b>	<b>Totals</b>			10	5.8	2,966	2,795	3	17	83			46	54			22	11	80	1.09	34.9
RC		CU	CU		100.0	986											16	24		0.00	2.5
RC		DM	3S	100	6.4	1,158	1,084	1		11	89			11		89	29	13	220	1.85	4.9
<b>RC</b>	<b>Totals</b>			4	49.4	2,144	1,084	1		11	89			11	89		25	17	147	1.45	7.4
SS		CU	CU														8			0.00	4.2
SS		DM	2S	80	15.0	1,698	1,443	1		100					100		40	16	340	2.69	4.2
SS		DM	3S	20	11.1	382	340	0	100						100		40	8	80	0.87	4.2
<b>SS</b>	<b>Totals</b>			7	14.3	2,080	1,783	2		19	81				100		27	11	140	1.78	12.7
<b>Type Totals</b>					8.5	29,840	27,308	27	3	11	27	58	2	7	91		27	12	168	1.53	162.7

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT FRANCIS				DATE	9/30/2019	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
13N	07W	09	40 SORTS	00U1	83.50	85	270	S	W	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL		85	270	3.2						
CRUISE		44	143	3.3	4,745		3.0			
DBH COUNT										
REFOREST										
COUNT		33	126	3.8						
BLANKS		8								
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
WHEMLOCK	59	32.5	22.7	80	19.2	91.3	18,410	17,301	3,909	3,855
DOUG FIR	49	13.3	31.6	126	12.9	72.6	22,050	21,645	4,015	4,005
WR CEDAR	13	4.6	20.4	54	2.3	10.4	1,220	1,126	333	332
S SPRUCE	8	1.4	31.5	98	1.3	7.6	1,654	1,507	348	331
BL MAPLE	9	3.7	16.6	53	1.4	5.5	417	387	141	137
R ALDER	5	1.3	22.6	61	0.7	3.5	334	309	103	96
<b>TOTAL</b>	<i>143</i>	<i>56.8</i>	<i>24.8</i>	<i>87</i>	<i>38.3</i>	<i>190.9</i>	<i>44,085</i>	<i>42,276</i>	<i>8,849</i>	<i>8,756</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK	91.3	12.1		1,023	1,164	1,304				
DOUG FIR	50.3	7.3		1,922	2,072	2,222				
WR CEDAR	102.4	29.5		470	666	863				
S SPRUCE	164.4	62.0		1,207	3,174	5,141				
BL MAPLE	105.2	37.1		115	183	251				
R ALDER	58.6	29.1		203	286	369				
<b>TOTAL</b>	<i>115.1</i>	<i>9.7</i>		<i>1,309</i>	<i>1,449</i>	<i>1,590</i>	<i>529</i>	<i>270</i>	<i>132</i>	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK	80.0	10.6		218	243	269				
DOUG FIR	44.8	6.5		352	376	401				
WR CEDAR	95.3	27.5		133	183	234				
S SPRUCE	147.6	55.6		282	636	990				
BL MAPLE	84.0	29.7		41	58	76				
R ALDER	45.4	22.6		67	86	106				
<b>TOTAL</b>	<i>103.1</i>	<i>8.7</i>		<i>263</i>	<i>288</i>	<i>313</i>	<i>425</i>	<i>217</i>	<i>106</i>	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK	139.2	15.1		28	33	37				
DOUG FIR	154.9	16.8		11	13	16				
WR CEDAR	397.5	43.1		3	5	7				
S SPRUCE	293.4	31.8		1	1	2				
BL MAPLE	618.2	67.0		1	4	6				
R ALDER	394.0	42.7		1	1	2				
<b>TOTAL</b>	<i>96.6</i>	<i>10.5</i>		<i>51</i>	<i>57</i>	<i>63</i>	<i>372</i>	<i>190</i>	<i>93</i>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK	119.0	12.9		80	91	103				
DOUG FIR	147.7	16.0		61	73	84				
WR CEDAR	336.3	36.4		7	10	14				
S SPRUCE	251.7	27.3		6	8	10				

TC TSTATS				STATISTICS				PAGE	2	
				PROJECT		FRANCIS		DATE	9/30/2019	
TWP	RGE	SECT	TRACT	TYPE	ACRES		PLOTS	TREES	CuFt	BdFt
13N	07W	09	40 SORTS	00U1	83.50		85	270	S	W
CL:	68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
BL MAPLE		520.0	56.4	2	6	9				
R ALDER		385.4	41.8	2	4	5				
<b>TOTAL</b>		<b>75.3</b>	<b>8.2</b>	<b>175</b>	<b>191</b>	<b>206</b>	<b>227</b>	<b>116</b>	<b>57</b>	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		124.9	13.5	14,959	17,301	19,643				
DOUG FIR		147.9	16.0	18,177	21,645	25,114				
WR CEDAR		365.9	39.7	679	1,126	1,572				
S SPRUCE		251.1	27.2	1,097	1,507	1,917				
BL MAPLE		524.1	56.8	167	387	607				
R ALDER		387.6	42.0	179	309	439				
<b>TOTAL</b>		<b>86.7</b>	<b>9.4</b>	<b>38,302</b>	<b>42,276</b>	<b>46,249</b>	<b>300</b>	<b>153</b>	<b>75</b>	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		121.9	13.2	3,346	3,855	4,365				
DOUG FIR		147.2	16.0	3,366	4,005	4,643				
WR CEDAR		346.4	37.5	207	332	456				
S SPRUCE		248.8	27.0	242	331	421				
BL MAPLE		528.5	57.3	58	137	215				
R ALDER		385.9	41.8	56	96	137				
<b>TOTAL</b>		<b>81.1</b>	<b>8.8</b>	<b>7,987</b>	<b>8,756</b>	<b>9,525</b>	<b>262</b>	<b>134</b>	<b>66</b>	
CL:	68.1 %	COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		26.4	2.9	164	190	215				
DOUG FIR		65.7	7.1	250	298	346				
WR CEDAR		322.9	35.0	65	108	151				
S SPRUCE		152.0	16.5	145	199	253				
BL MAPLE		509.0	55.2	30	70	110				
R ALDER		285.6	31.0	51	88	125				
<b>TOTAL</b>		<b>237.2</b>	<b>25.7</b>	<b>201</b>	<b>221</b>	<b>242</b>	<b>2,246</b>	<b>1,146</b>	<b>561</b>	

TC TSTATS				STATISTICS				PAGE 1		
				PROJECT FRANCIS		DATE 9/30/2019				
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
13N	07W	09	40 SORTS	00U2	1.00	3	10	S	W	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
		PLOTS	TREES	PER PLOT	TREES	TREES				
TOTAL		3	10	3.3						
CRUISE		3	10	3.3	51		19.6			
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
WHEMLOCK	6	32.7	25.2	99	22.6	113.5	22,651	21,646	5,076	5,076
R ALDER	2	11.6	20.5	68	5.9	26.6	2,966	2,795	835	835
WR CEDAR	1	2.5	35.0	76	2.8	16.5	2,144	1,084	481	264
S SPRUCE	1	4.2	25.0	87	2.9	14.5	2,080	1,783	604	604
<b>TOTAL</b>	<b>10</b>	<b>51.0</b>	<b>24.8</b>	<b>90</b>	<b>34.3</b>	<b>171.0</b>	<b>29,840</b>	<b>27,308</b>	<b>6,997</b>	<b>6,779</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>				# OF TREES REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7			10
WHEMLOCK	49.0	21.8	602	770	938					
R ALDER	5.9	5.5	227	240	253					
WR CEDAR										
S SPRUCE										
<b>TOTAL</b>	<b>61.3</b>	<b>20.4</b>	<b>474</b>	<b>596</b>	<b>718</b>	<b>167</b>	<b>85</b>			<b>42</b>
CL: 68.1 %	COEFF	<b>SAMPLE TREES - CF</b>				# OF TREES REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7			10
WHEMLOCK	48.3	21.5	141	179	218					
R ALDER	3.1	2.9	70	72	74					
WR CEDAR										
S SPRUCE										
<b>TOTAL</b>	<b>54.1</b>	<b>18.0</b>	<b>121</b>	<b>147</b>	<b>173</b>	<b>130</b>	<b>66</b>			<b>32</b>
CL: 68.1 %	COEFF	<b>TREES/ACRE</b>				# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7			10
WHEMLOCK	31.5	21.8	26	33	40					
R ALDER	87.1	60.2	5	12	19					
WR CEDAR	173.2	119.8		2	5					
S SPRUCE	173.2	119.8		4	9					
<b>TOTAL</b>	<b>53.3</b>	<b>36.9</b>	<b>32</b>	<b>51</b>	<b>70</b>	<b>163</b>	<b>83</b>			<b>41</b>
CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>				# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7			10
WHEMLOCK	1.2	.8	113	114	114					
R ALDER	86.6	59.9	11	27	42					
WR CEDAR	173.2	119.8		16	36					
S SPRUCE	173.2	119.8		14	32					
<b>TOTAL</b>	<b>39.2</b>	<b>27.1</b>	<b>125</b>	<b>171</b>	<b>217</b>	<b>88</b>	<b>45</b>			<b>22</b>
CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>				# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7			10
WHEMLOCK	12.0	8.3	19,843	21,646	23,449					
R ALDER	87.9	60.8	1,094	2,795	4,496					
WR CEDAR	173.2	119.8		1,084	2,383					
S SPRUCE	173.2	119.8		1,783	3,919					
<b>TOTAL</b>	<b>23.3</b>	<b>16.1</b>	<b>22,905</b>	<b>27,308</b>	<b>31,711</b>	<b>31</b>	<b>16</b>			<b>8</b>

TC TSTATS				STATISTICS				PAGE	2	
				PROJECT FRANCIS				DATE	9/30/2019	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
13N	07W	09	40 SORTS	00U2	1.00	3	10	S	W	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		9.5	6.6	4,743	5,076	5,410				
R ALDER		87.5	60.5	330	835	1,340				
WR CEDAR		173.2	119.8		264	580				
S SPRUCE		173.2	119.8		604	1,328				
<b>TOTAL</b>		<b>26.6</b>	<b>18.4</b>	<b>5,530</b>	<b>6,779</b>	<b>8,028</b>	<b>41</b>	<b>21</b>	<b>10</b>	
CL:	68.1 %	COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	7	10	
WHEMLOCK		11.9	8.3	175	191	207				
R ALDER		87.7	60.6	41	105	169				
WR CEDAR		173.2	119.8		66	145				
S SPRUCE		173.2	119.8		123	271				
<b>TOTAL</b>		<b>29.3</b>	<b>20.3</b>	<b>134</b>	<b>160</b>	<b>185</b>	<b>49</b>	<b>25</b>	<b>12</b>	







Log Stock Table - MBF

T13N R07W S09 Ty00U1	83.50
T13N R07W S09 Ty00U2	1.00

Project: FRANCIS  
Acres 83.50

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Spp	S T	So Gr rt de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
								2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF		DM 3S	32	3		3	.1					3							
DF		DM 3S	33	2		2	.1				2								
DF		DM 3S	34	14		14	.8					14							
DF		DM 3S	36	4		4	.2					4							
DF		DM 3S	37	6	3.6	5	.3					5							
DF		DM 3S	38	3	9.1	3	.2				3								
DF		DM 3S	39	3		3	.2					3							
DF		DM 3S	40	26		26	1.4			3	6	17							
DF		DM 4S	12	1		1	.0				1								
DF		DM 4S	16	2		2	.1				2								
DF		DM 4S	18	1		1	.1			1									
DF		DM 4S	19	1		1	.1				1								
DF		DM 4S	23	1		1	.1			1									
DF		DM UT	12	2		2	.1				1			1					
DF		DM UT	16	7		7	.4							7					
DF		Totals		1,841	1.8	1,807	50.8			1	6	24	76	76	94	327	453	618	134
RA		DM UT	39	1		1	4.5			1									
RA		DM UT	40	4		4	12.8					4							
RA		DM 1S	22	5	8.0	4	14.8							4					
RA		DM 1S	24	5		5	18.7								5				
RA		DM 2S	28	1	5.0	1	4.1							1					
RA		DM 2S	30	5		5	16.9							5					
RA		DM 2S	36	1	4.5	1	4.0						1						
RA		DM 3S	40	5	5.6	5	17.0					5							
RA		DM 4S	30	1		1	2.6				1								
RA		DM 4S	21	0	33.3	0	.4			0									
RA		DM 4S	28	1		1	3.0				1								
RA		DM 4S	39	0		0	1.3			0									
RA		Totals		31	7.2	29	.8			1	2	1	9	1	6	4	5		
BM		DM UT	12	4		4	11.0			1		0					3		
BM		DM UT	13	0		0	.8				0								
BM		DM UT	18	1		1	2.3				1								

**Log Stock Table - MBF**

T13N R07W S09 Ty00U1	83.50
T13N R07W S09 Ty00U2	1.00

**Project: FRANCIS**  
**Acres 83.50**

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Spp	S T	So Gr rt de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches													
								2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+		
BM		DM	UT	29	1	1	2.1		1												
BM		DM	UT	30	2	2	7.0						2								
BM		DM	UT	32	3	3	10.0			3											
BM		DM	UT	39	2	2	6.9		2												
BM		DM	UT	40	7	7	20.2		3		4										
BM		DM	1S	16	3	3	9.0										3				
BM		DM	2S	20	3	3	7.8						3								
BM		DM	2S	30	4	4	11.6					4									
BM		DM	4S	36	4	4	11.3				4										
BM		Totals			35	32	7.2	.9		7	3	8		4	5		3	3			
Total		All Species			3,711	3,557	4.1	100.0		42	51	113		168	319	217	739	668	887	305	47

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

T13N R07W S09 Ty00U	83.5
T13N R07W S09 Ty00U	1.0

**Project FRANCIS**  
**Acres 84.50**

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Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
DOUG FIR	1,114	3,837	9,556	300.16	87.14	2.49	3,353	3,344	1,841	1,807
WHEMLOCK	2,750	6,179	10,608	118.90	52.92	1.56	3,315	3,270	1,560	1,466
S SPRUCE	121	336	771	233.83	84.18	2.61	296	283	140	128
WR CEDAR	386	649	664	72.47	43.11	1.60	283	280	104	95
BL MAPLE	308	475	311	37.04	24.00	0.83	117	114	35	32
R ALDER	117	186	260	76.13	47.77	1.46	94	89	31	29
<b>Totals</b>	4,796	11,662	22,169	153.87	63.27	1.88	7,459	7,379	3,711	3,557

Wood Type Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
C	4,371	11,001	21,598	164.18	65.23	1.93	7,247	7,176	3,645	3,496
H	425	661	571	47.78	30.69	1.02	212	203	66	61
<b>Totals</b>	4,796	11,662	22,169	153.87	63.27	1.88	7,459	7,379	3,711	3,557



# Forest Practices Application/Notification Notice of Decision

FPA/N No: 2937343  
 Effective Date: 3/20/2020  
 Expiration Date: 3/20/2023  
 Shut Down Zone: 651N  
 EARR Tax Credit:  Eligible     Non-eligible  
 Reference: 09, 10, 24-13-07W  
 Frances 40 Sorts

### 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

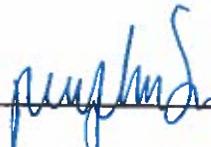
### Number of Years Granted on Multi-Year Request

- Class II     Class III     Class IVG     Class IVS     4 years     5 years

### Conditions on Approval / Reasons for Disapproval

Notify the Department of Natural Resources two business days before beginning operations. Call 360-577-2025 or email (pcforestpractices@dnr.wa.gov and the Forest Practices Forester) and provide the application number and legal description for your activity.

Issued By: Alex Lilla      Region: Pacific Cascade  
 Title: Forest Practices Forester      Date: 3/20/2020

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  
Pacific Cascade Region  
PO Box 280  
Castle Rock WA 98611

**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 _____,	I placed in the United States mail at _____	Castle Rock	_____	WA,
(date)		(post office location)		
postage paid, a true and accurate copy of this document. Notice of Decision FPA # _____				
_____	_____			
(Printed name)	(Signature)			