



TIMBER NOTICE OF SALE

SALE NAME: MISSION CREEK

AGREEMENT NO: 30-100535

AUCTION: June 16, 2020 starting at 10:00 a.m., **COUNTY:** Mason
South Puget Sound Region Office, Enumclaw, WA

SALE LOCATION: Sale located approximately 5 miles northwest of Belfair.

PRODUCTS SOLD AND SALE AREA: All timber, except trees marked with blue paint, and down timber existing more than 5 years from the day of sale bounded by the following: white timber sale boundary tags, timber type change, and the B-5010 Road in Unit #1; on part(s) of Sections 18 all in Township 23 North, Range 1 West, W.M., containing 6 acres, more or less.

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: PwC-SFIFM-513) and FSC 100% raw materials under the Forest Stewardship Council® Standard (cert no: BV-FM/COC-080501).

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade									
				1P	2P	3P	SM	1S	2S	3S	4S	UT	
Douglas fir	16.5	8	203						98	84	21		
Hemlock	12.9		12						1	8	3		
Sale Total			215										

MINIMUM BID: \$45,000.00 **BID METHOD:** Sealed Bids

PERFORMANCE SECURITY: \$15,000.00 **SALE TYPE:** Lump Sum

EXPIRATION DATE: October 31, 2020 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$4,500.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Harvest activities are estimated to be 20 percent cable and 80 percent ground based harvest. Cable and ground based equipment, with self-leveling equipment limited to sustained slopes 65 percent or less, and all other ground based equipment limited to sustained slopes 45 percent or less. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.

Falling, yarding, and timber haul will not be permitted weekdays from 7:00 pm to 7:00 am, weekends or State recognized holidays, unless approved in writing by the Contract Administrator.

ROADS: 6.25 stations of optional construction. 14.42 stations of required prehaul maintenance. 6.25 stations of abandonment, if constructed. Purchaser maintenance on all roads used.

Rock for this proposal may be obtained from the State owned Sandhill Pit or any commercial rock source at the Purchaser's expense. If Purchaser elects to use the Sandhill Pit, rock source development work is may be required per Section 6 in the Road Plan.



TIMBER NOTICE OF SALE

Road work is in close proximity to utilities. Associated requirements are listed in Road Plan clause 1-43.

Road construction equipment and rock haul will not be permitted weekdays from 7:00 pm to 7:00 am, weekends or State recognized holidays, unless approved in writing by the Contract Administrator.

ACREAGE DETERMINATION

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

FEES: \$3,655.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: This timber sale is located adjacent to DNR's Belfair Work Center and Mission Creek Correctional Facility.

Delmore Road is not to be used to access the sale area.

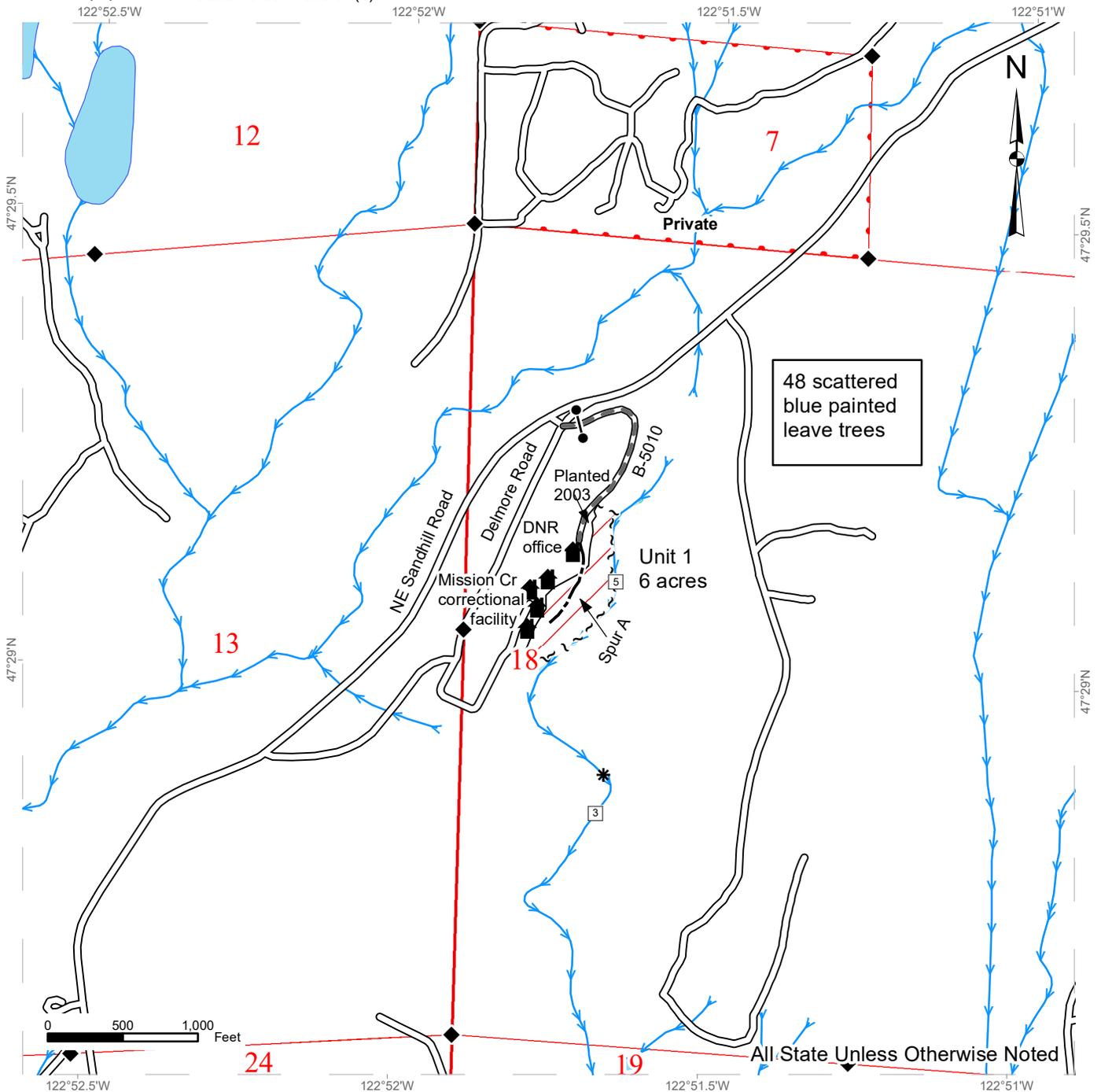
Purchaser must provide a written Extreme Hazard Abatement Plan, which meets the requirements of contract clause S-020. Hazard Abatement is required within 200 feet from all structures adjacent to the sale area. Piling brush with the expectation of burning, and creating a 4 foot wide firebreak around piles is an acceptable option.

See map for gate locations. Gate keys may be obtained by contacting the South Puget Sound Region Office at 360-825-1631 or by contacting Nathan McReynolds at 253-381-2015.

TIMBER SALE MAP

SALE NAME: MISSION CREEK
AGREEMENT #: 30-100535
TOWNSHIP(S): T23R1W
TRUST(S): State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 410-480

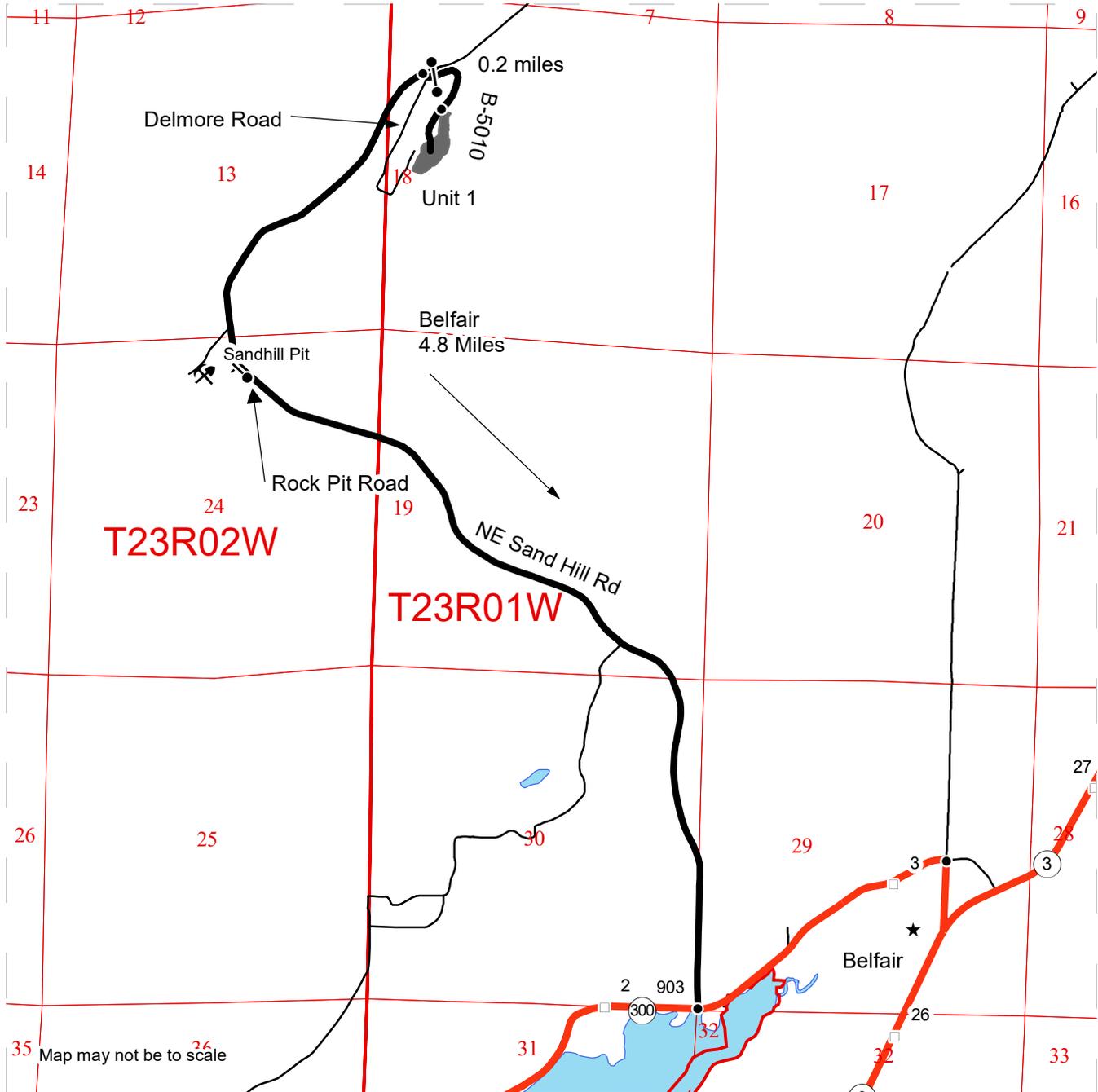


	Variable Retention Harvest		Existing Roads		Streams
	Forested Wetland		Required Pre-Haul Maintenance		Stream Type
	Sale Boundary Tags		Optional Construction		Stream Type Break
	Timber Type Change		Survey Monument		Gate: Master 383
	Property Line		Structure		

DRIVING MAP

SALE NAME: MISSION CREEK
AGREEMENT#: 30-100535
TOWNSHIP(S): T23R1W
TRUST(S): State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 410-480



<ul style="list-style-type: none">  Timber Sale Unit  Haul Route  Distance Indicator  Gate  Rock Pit  Town  Milepost Markers 	<p><u>DRIVING DIRECTIONS:</u></p> <p>To Rockpit: From Belfair turn west onto North Shore Road (SR-300) and drive 1.0 miles. Turn right onto NE Sandhill Road and follow for 2.7 miles to Rock Pit Road/Sandhill Pit.</p> <p>To Unit 1: From Rockpit continue north on NE Sandhill Road for 1.1 miles and turn right onto Delmore Road then take the gravel road to the left going up the hill. Continue through yellow DNR gate 0.2 miles to north end of Unit 1 on left side of road.</p>
--	---



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0100535

SALE NAME: MISSION CREEK

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on June 16, 2020 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees marked with blue paint, and down timber existing more than 5 years from the day of sale bounded by the following: white timber sale boundary tags, timber type change, and the B-5010 Road in Unit #1;, located on approximately 6 acres on part(s) of Section 18 in Township 23 North, Range 1 West W.M. in Mason County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2020.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$762.00 per acre per annum for the acres on which an operating release has not been issued within the harvest area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.

- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, the added forest products become a part of this contract. The State shall determine the volume added and shall

calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

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

G-115 Forest Stewardship Council® (FSC®) Certification

Forest products purchased under this contract are FSC 100% certified as being in conformance with the Forest Stewardship Council Standard under certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

The repair work identified by the State shall be promptly completed by Purchaser at an agreed price. The State may elect to accomplish repairs by means of State-provided resources. The State will bear the cost to repair damages caused by a third party. In all other cases, the Purchaser shall bear responsibility for the costs as described below.

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold

harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements

stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

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

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

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

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

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

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

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

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including

death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Purchaser waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operation

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

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

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

If it reasonably appears that the damage that the State is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed 6 months, and Purchaser has complied with this contract, the provisions of clause G-066 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; on the B-5010 and Rock Pit roads and Spur A. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with

the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the B-5010 Road, unless authority is granted in writing by the Contract Administrator.

G-396 Public Hauling Permit

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

G-430 Open Fires

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

G-450 Encumbrances

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

Lease, including the terms and provisions thereof,

For: Brush

In Favor of: Northwest Fresh

Disclosed by Application No.: 35-095628

Granted: 7/1/2017

Expires: 6/30/2020

Easement, including the terms and provisions thereof,
For: Overhead Power Line
In Favor of: PUD No. 3 of Mason County
Disclosed by Application No.: 50-026885
Granted: 9/1/1965
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Buried Power Cable
In Favor of: PUD No. 3 of Mason County
Disclosed by Application No.: 50-047329
Granted: 8/7/1985
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Buried Power Cable
In Favor of: PUD No. 3 of Mason County
Disclosed by Application No.: 50-049053
Granted: 9/15/1987
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: County Road
In Favor of: Mason County
Disclosed by Application No.: 50-072733
Granted: 7/26/2002
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Utility
In Favor of: PUD No. 3 of Mason County
Disclosed by Application No.: 50-076566
Granted: 8/10/2004
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Utility
In Favor of: PUD No. 3 of Mason County
Disclosed by Application No.: 50-089623
Granted: 7/30/2013
Expires: 7/29/2033

Easement, including the terms and provisions thereof,
For: Road & Communications
In Favor of: PUD No. 3 of Mason County
Disclosed by Application No.: 50-096812

Granted: 9/11/2018
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Power & Communications
In Favor of: PUD No. 3 of Mason County
Disclosed by Application No.: 50-096813
Granted: 9/11/2018
Expires: Indefinite

Lease, including the terms and provisions thereof,
For: Recreation
In Favor of: DNR
Disclosed by Application No.: 59-091853
Granted: 3/29/2011
Expires: 3/28/2041

Lease, including the terms and provisions thereof,
For: Land Use License
In Favor of: Washington Department of Fish & Wildlife
Disclosed by Application No.: 60-095576
Granted: 5/2/2017
Expires: 6/30/2022

Lease, including the terms and provisions thereof,
For: Special Use License
In Favor of: State of Washington, Department of Corrections
Disclosed by Application No.: 60-C64703
Granted: 7/1/2011
Expires: 6/30/2021

Water Right, including the terms and provisions thereof,
For: Well
In Favor of: DNR
Disclosed by Application No.: 78-000611
Granted: 5/28/1976
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Well
In Favor of: Well
Disclosed by Application No.: 78-004142
Granted: 11/1/1973
Expires: Indefinite

Region Encumbrances

Lease, including the terms and provisions thereof,
For: Land Use License
In Favor of: The Mountaineers
Disclosed by Application No.: 60-WS1023
Granted: 2/15/2019
Expires: 12/31/2028

Special Notations

*Parcel is benefitted by water right only. Well is located in Sec. 13, T23N, R2W.

Located within the Point No Point Treaty area. Intergovernmental agreements for vehicle access with Lower Elwha Tribal Community (92-095264), Skokomish Indian Tribe (92-095268), Jamestown S’Klallam Tribe (92-097129), and Port Gamble S’Klallam Tribe (92-097130).

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$5,590.00. The total contract price consists of a \$0.00 contract bid price plus \$5,590.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$15,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for Unit #1. The plan shall address the felling and yarding operations and requirements in clause H-140, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable and ground based equipment, with self-leveling equipment limited to sustained slopes 65 percent or less, and all other ground based equipment limited to sustained slopes 45 percent or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Existing downed trees or logs dead for more than 5 years yarded to the landing shall be returned to their original locations.
- b. Equipment limitation zones are required within 30 feet of Type 5 streams.
- c. Fall all snags inside the sale area within 150 feet of the B-5010 Road and along the western edge of Unit #1 as directed by the Contract Administrator.
- d. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- e. Falling, yarding, and timber haul will not be permitted weekdays from 7:00 pm to 7:00 am, weekends or State recognized holidays, unless approved in writing by the Contract Administrator.
- f. To facilitate proper reforestation in areas of high slash concentrations, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at a 11.5 foot by 11.5 foot spacing.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 3/9/2020 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads used. All work shall be completed to the specifications detailed in the Road Plan.

C-080 Landing Locations Approved Prior to Construction

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

C-090 Landing Location

Landings shall be built 50 feet off the B-5010 road(s).

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed

season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-100 Stream Cleanout

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

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Purchaser to have all emergency contact information readily available

and a means of remote communication for purposes of quick notification. In the event of a spill, the Purchaser is responsible for notifying the following:

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

ECY - Northwest Region:
1-425-649-7000
(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

ECY - Southwest Region:
1-360-407-6300
(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

ECY - Central Region:
1-509-575-2490
(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

ECY - Eastern Region:
1-509-329-3400
(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Print Name

Scott Sargent
South Puget Sound Region Manager

Date: _____
Address: _____

Date: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: South Puget Sound

Timber Sale Name: Mission Creek

Application Number: 30-100535

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: 1442 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 625 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

❖ **LRM MUST** be spatially updated for all associated harvest FMAs when the pre-cruise narrative is submitted.

Sale Name: Mission Creek	Region: South Puget Sound
Agreement #: 30-100535	District: Hood Canal
Contact Forester: Nathan McReynolds	Phone/ Location: (360)-381-2015 Ext: /
Alternate Contact: Roger Hart	Phone/ Location: (360)-277-8008 Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump Sum
Required or Optional removal of utility as pulp (<i>for scale sales only</i>): N/A
Evaluated for RFRS Implementation?: N/A
Percentage cable-uphill: 20%
Percentage cable-downhill:
Percentage ground based: 80%
Species Onsite: <input type="checkbox"/> RC, <input checked="" type="checkbox"/> DF, <input checked="" type="checkbox"/> WH, <input checked="" type="checkbox"/> RA, <input type="checkbox"/> BC, <input type="checkbox"/> BLM, <input type="checkbox"/> NF, <input type="checkbox"/> SF, <input type="checkbox"/> SS, <input type="checkbox"/> Other:(Please List)

UNIT ACREAGES* AND METHOD OF DETERMINATION:

Unit #	Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	Deductions from Gross Acres (No harvest acres)			Net Harvest Acres	Acreage Determination (List method, dimensions and error of closure if applicable)	
					RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres			Other Acres (describe)
1		Sec18/ T23N/ R01 W	01	5.8	0	0	0	0	5.8	GPS
TOTAL ACRES				5.8	0	0	0	0	5.8	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species.
1	Pink flagging and white "TIMBER SALE BOUNDARY" tags. Blue paint banded around individual leave trees.	N/A	47 Leave Trees

OTHER PRE-CRUISE INFORMATION:

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise	Gate #109, Lock SPB	Available at Belfair Office

REMARKS:

--

Prepared By: Jeremy Homer Date: 2/6/2020	Title: Belfair Unit Manager	CC:
---	------------------------------------	------------

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

Cruise Narrative

Sale Name: Mission Creek	Region: South Puget Sound
App. #: 30-100535	District: Hood Canal
Lead Cruiser: Aaron Coleman	Completion Date: 3/17/2020
Other Cruisers: n/a	

Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
VRH U1	5.8	Yes	
Total	5.8	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
VRH U1	VP	40.00 – ALL	4.5 ft	100' x 100'	1:1	24
						24

Sale/Cruise Description:

Minor species cruise intensity:	Cruised on appropriate plots.
Minimum cruise spec:	40% of Form-Factor at 16 feet D.O.B or 5 inch Top, and merchantable top.
Avg. ring count by sp:	DF = 8 WH = 8
Leave/take tree description:	Unit 1 contains leave tree areas bound with yellow "Leave Tree Area" tags and pink flashers/flagging, as well as a single band of blue paint on individual leave trees.
Sort Description:	<p>HA - Logs meeting the following criteria: Surface characteristics for a high quality A sort will have sound tight knots not to exceed 1 1/2" 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 1/2" 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. (High Quality sort. Grades SM, 2S, 3S. Lengths 16ft-40ft, 2ft multiples min TDIB 8".)</p> <p>HB - Logs meeting the following criteria: Surface characteristics for an Intermediate B sort will have sound tight knots not to exceed 1 1/2" in diameter. May include logs with not more than two larger knots up to 2 1/2" 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. (Intermediate sort. Grades 2S, 3S. Lengths 16ft-40ft, 2ft multiples min TDIB 8".)</p> <p>D - Domestic quality logs that do not meet high quality or intermediate definitions. (Domestic sort. Grades 2S, 3S, 4S and utility. Lengths 16ft-40ft, min TDIB 5".)</p> <p>R - Logs meeting the following criteria: Surface characteristics for a rough log sort will not meet the requirements for a domestic 2S, but still be in limitations for a domestic 3S. Meaning logs will contain excessive knots in excess of 2 1/2" and not exceeding 3" with a recovery of less than 65% of the net scale and greater than 33% of the gross scale. (Rough oversize sort. Grade 3S. Lengths 16ft-40ft, 2ft multiples TDIB 12"+)</p>

Field observations:

This sale consists of 1 variable retention harvest (VRH) unit behind the Mission Creek Corrections Center located within the Tahuya State Forest.

The primary species breakdown for this sale is as follows:
Douglas-fir (DF): **94%**

The DF throughout this sale averages 16" diameter with 82' bole height.

This is mostly shovel ground, with relatively uncomplicated logging access.

Common defect consisted of sweep and broken/forked tops.

Grant(s):01**Prepared by: Aaron Coleman****Title: Forest Check Cruiser**

Timber Sale Cruise Report Mission Creek

Sale Name: MISSION CREEK

Sale Type: LUMP SUM

Region: SO PUGET

District: HOOD CANAL

Lead Cruiser: Aaron Coleman

Other Cruisers: n/a

Cruise Narrative:

Timber Sale Notice Volume (MBF)

Sp	QMD	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	16.5	8.0		203.0	98.2	83.5	21.3
WH	12.9			11.9	0.9	7.7	3.2
ALL	15.9	8.0		214.9	99.1	91.3	24.5

Timber Sale Notice Weight (tons)

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	1,471.3	660.3	628.3	182.8
WH	99.0	8.8	63.2	27.0
ALL	1,570.3	669.1	691.4	209.8

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
225.0	6.8	164.7	3.1	37,051	7.4

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
MISSION CREEK U1	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	5.8	5.8	24	12	0
All		5.8	5.8	24	12	0

Timber Sale Log Grade x Diameter Bin Summary

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.6	30.0	3,541	0.1	176.1	20.5
DF	5 - 7	LIVE	3 SAW	6.6	38.0	1,998	1.8	99.9	11.6
DF	8 - 11	LIVE	4 SAW	8.4	25.0	137	0.0	6.7	0.8
DF	8 - 11	LIVE	3 SAW	10.1	37.0	12,185	2.7	519.8	70.7
DF	12 - 15	LIVE	3 SAW	12.7	36.0	217	0.0	8.6	1.3
DF	12 - 15	LIVE	2 SAW	13.9	36.0	11,916	4.2	467.9	69.1
DF	16 - 19	LIVE	2 SAW	17.2	37.0	3,693	6.7	140.1	21.4
DF	20+	LIVE	2 SAW	22.4	39.0	1,316	13.3	52.3	7.6
WH	5 - 7	LIVE	4 SAW	5.8	29.0	548	1.8	27.0	3.2
WH	5 - 7	LIVE	3 SAW	6.4	40.0	159	0.0	8.4	0.9
WH	8 - 11	LIVE	3 SAW	9.4	36.0	1,176	2.4	54.7	6.8
WH	12 - 15	LIVE	2 SAW	14.5	36.0	163	16.7	8.8	0.9

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.8	32.0	5,540	0.7	276.0	32.1
DF	8 - 11	LIVE	Domestic	9.9	36.0	9,281	1.9	397.9	53.8
DF	8 - 11	LIVE	HQ-B	10.6	36.0	3,041	4.9	128.6	17.6
DF	12 - 15	LIVE	HQ-B	13.5	36.0	4,204	5.0	170.2	24.4
DF	12 - 15	LIVE	Domestic	14.1	36.0	7,930	3.7	306.2	46.0
DF	16 - 19	LIVE	HQ-B	16.5	36.0	419	5.6	16.1	2.4
DF	16 - 19	LIVE	Domestic	17.3	37.0	3,274	6.9	124.0	19.0
DF	20+	LIVE	Domestic	22.4	39.0	1,316	13.3	52.3	7.6
WH	5 - 7	LIVE	Domestic	5.9	31.0	707	1.4	35.5	4.1
WH	8 - 11	LIVE	Domestic	9.4	36.0	1,176	2.4	54.7	6.8
WH	12 - 15	LIVE	Domestic	14.5	36.0	163	16.7	8.8	0.9

Timber Sale Distribution of Volume by County and Timber Trust by Sale Unit

Unit	Harvest Type	N Trusts	Timber Trust	County	Unit MBF	Sale MBF	Unit % of Sale	Trust % of Unit	Trust % of Sale
MISSION CREEK U1	VRH	1	1	Mason	214.9	214.9	100.00	100.00	100.00

Timber Sale Distribution of Volume by County and Timber Trust for the Timber Sale

Timber Trust	County	Trust % of Sale
1	Mason	100.00

Cruise Unit Report MISSION CREEK U1

Unit Sale Notice Volume (MBF): MISSION CREEK U1

Sp	QMD	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	16.5	8.0		203.0	98.2	83.5	21.3
WH	12.9			11.9	0.9	7.7	3.2
ALL	15.9	8.0		214.9	99.1	91.3	24.5

Unit Sale Notice Weight (tons): MISSION CREEK U1

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	1,471.3	660.3	628.3	182.8
WH	99.0	8.8	63.2	27.0
ALL	1,570.3	669.1	691.4	209.8

Unit Cruise Design: MISSION CREEK U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	5.8	5.8	24	12	0

Unit Cruise Summary: MISSION CREEK U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	59	126	5.3	2
WH	9	9	0.4	0
ALL	68	135	5.6	2

Unit Cruise Statistics (Cut + Leave Trees): MISSION CREEK U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	210.0	31.9	6.5	166.7	25.9	3.4	35,004	41.1	7.3
WH	15.0	153.5	31.3	136.4	19.8	6.6	2,046	154.8	32.0
ALL	225.0	33.1	6.8	164.7	25.9	3.1	37,051	42.0	7.4

Unit Summary: MISSION CREEK U1

Sp	Status	Rx	N	D	QMD	BL	THT	BF Net	Defect %	TPA	BA	RD	Tons	MBF Net
DF	LIVE	CUT	59	ALL	16.5	82	104	35,004	3.8	141.4	210.0	51.7	1,471.3	203.0
WH	LIVE	CUT	9	ALL	12.9	68	85	2,046	3.4	16.5	15.0	4.2	99.0	11.9
ALL	LIVE	CUT	68	ALL	16.2	81	102	37,050	3.8	157.9	225.0	55.9	1,570.3	214.9
ALL	ALL	ALL	68	ALL	16.2	81	102	37,050	3.8	157.9	225.0	55.9	1,570.3	214.9

Unit Stand Table: MISSION CREEK U1

Sp	D	Status	Rx	N	QMD	BL	THT	BF Net	Defect %	TPA	BA	RD	Tons	MBF Net
DF	10	LIVE	CUT	4	9.5	51	62	1,125	0.0	29.2	14.2	4.6	53.1	6.5
DF	12	LIVE	CUT	3	11.3	57	70	929	3.7	15.3	10.7	3.2	45.3	5.4
DF	14	LIVE	CUT	3	13.6	77	97	1,400	1.2	10.5	10.7	2.9	65.3	8.1
DF	16	LIVE	CUT	9	15.6	85	108	4,720	4.0	24.0	32.0	8.1	209.0	27.4
DF	18	LIVE	CUT	10	17.6	97	125	5,746	3.2	21.1	35.6	8.5	257.1	33.3
DF	20	LIVE	CUT	10	19.5	102	131	6,561	3.3	17.2	35.6	8.1	273.8	38.1
DF	22	LIVE	CUT	10	21.3	104	133	7,204	2.6	14.4	35.6	7.7	274.7	41.8
DF	24	LIVE	CUT	4	23.2	109	140	2,860	4.7	4.8	14.2	3.0	115.0	16.6
DF	26	LIVE	CUT	2	25.5	112	143	1,426	5.0	2.0	7.1	1.4	57.4	8.3
DF	28	LIVE	CUT	1	27.0	115	147	715	4.8	0.9	3.6	0.7	29.0	4.1
DF	32	LIVE	CUT	2	31.0	116	149	1,478	9.7	1.4	7.1	1.3	59.6	8.6
DF	36	LIVE	CUT	1	35.0	125	161	841	11.9	0.5	3.6	0.6	32.1	4.9
WH	10	LIVE	CUT	1	10.0	58	71	192	0.0	3.1	1.7	0.5	8.5	1.1
WH	12	LIVE	CUT	2	11.5	63	78	369	0.0	4.6	3.3	1.0	18.7	2.1
WH	14	LIVE	CUT	3	13.0	69	86	664	1.3	5.4	5.0	1.4	32.2	3.8
WH	16	LIVE	CUT	2	15.5	80	101	542	3.8	2.6	3.3	0.8	25.2	3.1
WH	20	LIVE	CUT	1	20.0	95	120	279	12.9	0.8	1.7	0.4	14.3	1.6

Unit Log Grade Summary: MISSION CREEK U1

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.7	36.0	16,925	5.6	660.3	98.2
DF	LIVE	3 SAW	9.2	37.0	14,401	2.5	628.3	83.5
DF	LIVE	4 SAW	5.7	30.0	3,678	0.1	182.8	21.3
WH	LIVE	2 SAW	14.5	36.0	163	16.7	8.8	0.9
WH	LIVE	3 SAW	8.8	37.0	1,335	2.1	63.2	7.7
WH	LIVE	4 SAW	5.8	29.0	548	1.8	27.0	3.2

Unit Log Sort Summary: MISSION CREEK U1

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	8.6	34.0	27,340	3.4	1,156.4	158.6
DF	LIVE	HQ-B	12.0	36.0	7,664	5.0	314.9	44.5
WH	LIVE	Domestic	7.5	33.0	2,046	3.4	99.0	11.9

Unit Log Grade x Sort Summary: MISSION CREEK U1

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	15.1	36.0	12,302	5.7	474.0	71.4
DF	LIVE	2 SAW	HQ-B	13.7	36.0	4,623	5.0	186.3	26.8
DF	LIVE	3 SAW	Domestic	8.9	37.0	11,360	1.9	499.7	65.9
DF	LIVE	3 SAW	HQ-B	10.6	36.0	3,041	4.9	128.6	17.6
DF	LIVE	4 SAW	Domestic	5.7	30.0	3,678	0.1	182.8	21.3
WH	LIVE	2 SAW	Domestic	14.5	36.0	163	16.7	8.8	0.9
WH	LIVE	3 SAW	Domestic	8.8	37.0	1,335	2.1	63.2	7.7
WH	LIVE	4 SAW	Domestic	5.8	29.0	548	1.8	27.0	3.2

Unit Log Grade x Diameter Bin Summary: MISSION CREEK U1

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.6	30.0	3,541	0.1	176.1	20.5
DF	5 - 7	LIVE	3 SAW	6.6	38.0	1,998	1.8	99.9	11.6
DF	8 - 11	LIVE	4 SAW	8.4	25.0	137	0.0	6.7	0.8
DF	8 - 11	LIVE	3 SAW	10.1	37.0	12,185	2.7	519.8	70.7
DF	12 - 15	LIVE	3 SAW	12.7	36.0	217	0.0	8.6	1.3
DF	12 - 15	LIVE	2 SAW	13.9	36.0	11,916	4.2	467.9	69.1
DF	16 - 19	LIVE	2 SAW	17.2	37.0	3,693	6.7	140.1	21.4
DF	20+	LIVE	2 SAW	22.4	39.0	1,316	13.3	52.3	7.6
WH	5 - 7	LIVE	4 SAW	5.8	29.0	548	1.8	27.0	3.2
WH	5 - 7	LIVE	3 SAW	6.4	40.0	159	0.0	8.4	0.9
WH	8 - 11	LIVE	3 SAW	9.4	36.0	1,176	2.4	54.7	6.8
WH	12 - 15	LIVE	2 SAW	14.5	36.0	163	16.7	8.8	0.9

Unit Log Sort x Diameter Bin Summary: MISSION CREEK U1

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.8	32.0	5,540	0.7	276.0	32.1
DF	8 - 11	LIVE	Domestic	9.9	36.0	9,281	1.9	397.9	53.8
DF	8 - 11	LIVE	HQ-B	10.6	36.0	3,041	4.9	128.6	17.6

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 15	LIVE	HQ-B	13.5	36.0	4,204	5.0	170.2	24.4
DF	12 - 15	LIVE	Domestic	14.1	36.0	7,930	3.7	306.2	46.0
DF	16 - 19	LIVE	HQ-B	16.5	36.0	419	5.6	16.1	2.4
DF	16 - 19	LIVE	Domestic	17.3	37.0	3,274	6.9	124.0	19.0
DF	20+	LIVE	Domestic	22.4	39.0	1,316	13.3	52.3	7.6
WH	5 - 7	LIVE	Domestic	5.9	31.0	707	1.4	35.5	4.1
WH	8 - 11	LIVE	Domestic	9.4	36.0	1,176	2.4	54.7	6.8
WH	12 - 15	LIVE	Domestic	14.5	36.0	163	16.7	8.8	0.9



FMA Name: MISSION CREEK U1	N Plots: 24	Plot Spacing: 100.7 ft
Grid Name: MISSION CREEK U1 - 2	Acres Treated: 5.8	Main Azimuth: 20.2 deg



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2421592

Effective Date: 5/28/2020

Expiration Date: 5/28/2023

Shut Down Zone 654

EARR Tax Credit: Eligible Non-eligible

Reference: **Mission Creek #30-100535**

Decision

- Notification Accepted** Operations shall not begin before the effective date.
- Approved** This Forest Practices Application is subject to the conditions listed below.
- Disapproved** This Forest Practices Application is disapproved for the reasons listed below.
- Closed** Applicant has withdrawn the FPA/N.

FPA/N Classification

- Class II
- Class III
- Class IVG
- Class IVS

Number of Years Granted on Multi-Year Request

- 4 yrs
- 5 yrs

Conditions on Approval/Reasons for Disapproval

Issued By: Jason Sharp

Region: South Puget Sound

Title: Resource Protection Forester

Date: 5/28/2020

Copies to: Landowner, Timber Owner and Operator

Issued in person: Landowner Timber Owner Operator

By: 

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources South Puget Sound Region
Physical Address 1111 Israel Road, SW Suite 301 Tumwater, WA 98501	Physical Address 1125 Washington Street, SE Olympia, WA 98504	Physical & Mailing Address 950 Farman Ave N Enumclaw, WA 98022
Mailing address Post Office Box 40903 Olympia, WA 98504-0903	Mailing Address Post Office Box 40100 Olympia, WA 98504-0100	

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

Other Applicable Laws

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

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

Use the “Notice of Transfer of Approved Forest Practices Application/Notification” form. This form is available at region offices and on the Forest Practices website: <http://www.dnr.wa.gov/businesspermits/forestpractices>. Notify DNR of new Operators within 48 hours.

Continuing Forestland Obligations (RCW 76.09.060. RCW 76.09.070. RCW 76.09.390. and WAC 222-20-055)

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

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

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

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

DNR affidavit of mailing:

On this day **5/28/2020**, I hand delivered at **Enumclaw**, WA, a true and accurate copy of this document.
Notice of Decision FPA #**2421592**

Betty Burton

(Printed Name)



(Signature)

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

MISSION CREEK TIMBER SALE ROAD PLAN
MASON COUNTY
HOOD CANAL DISTRICT
SOUTH PUGET SOUND REGION

AGREEMENT NO.: 30-100535

STAFF ENGINEER: Heymann

DATE: 3/9/2020

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
B-5010	0+00 to 14+42	Pre-haul Maintenance
Spur 1	0+00 to 6+25	Abandonment

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Spur 1	0+00 to 6+25	Construction

0-4 CONSTRUCTION

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

- clearing;
- grubbing;
- right-of-way debris disposal;
- excavation and/or embankment to subgrade;
- landing construction;
- acquisition, manufacture, and application of rock.

0-6 PRE-HAUL MAINTENANCE

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

- cleaning ditches;
- grading and shaping existing road surface and turnouts.

0-7 POST-HAUL MAINTENANCE

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

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

1. Addenda.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.
4. Typical Section Sheet.

5. Standard Lists.
6. Standard Details.
7. Road Work maps.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Purchaser shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation.

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state's marked location.

1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes and reference points set in the field for grade and alignment.

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-23 ROAD WORK PHASE APPROVAL

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

- Drainage installation & Subgrade compaction
- Rock compaction

1-25 ACTIVITY TIMING RESTRICTION

The operation of road construction equipment is not allowed from 7pm to 7am, nor on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-32 ASPHALT SURFACE RESTRICTION

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

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

Purchaser shall have asphalt surfaces reviewed by a third party, specializing in asphalt construction and repair. The third party's scope of the damage and repairs must be agreed upon between the Purchaser and the Contract Administrator. Damage to the asphalt from transporting equipment will be repaired at the Purchaser's expense.

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

1-43 ROAD WORK AROUND UTILITIES

Road work is in close proximity to a utility. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way.

<u>Road</u>	<u>Stations</u>
B-5010	0+00 to 14+42
Spur 1	0+00 to 0+53

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface before timber haul. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

<u>Road</u>	<u>Stations</u>
B-5010	0+00 to 14+42

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before grading and or timber haul.

<u>Road</u>	<u>Stations</u>
B-5010	0+00 to 14+42

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-8 PROHIBITED DECKING AREAS

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

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

On the following road(s), Purchaser shall scatter organic debris in natural openings. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

<u>Road</u>	<u>Stations</u>
Spur 1	0+00 to 6+25

SECTION 4 – EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. In addition, the following actions must be taken as pioneering progresses:

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-35 WASTE MATERIAL DEFINITION

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

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

4-48 NATIVE MATERIAL

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

SECTION 5 – DRAINAGE

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 200 feet.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Sandhill Pit	NW, NE & NE, NW Sec 24 T23N R02W	Pit Run

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

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

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

6-12 ROCK SOURCE SPECIFICATIONS

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

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

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

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.

6-41 PIT RUN ROCK

No more than 50 percent of the rock may be larger than 6 inches in any dimension and no rock may be larger than 8 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade before rock application.

SECTION 9 – POST-HAUL ROAD WORK

9-1 BARRICADES

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
Spur 1	0+75

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
B-5010	0+00 to 14+42	Grade and compact

9-21 ROAD ABANDONMENT

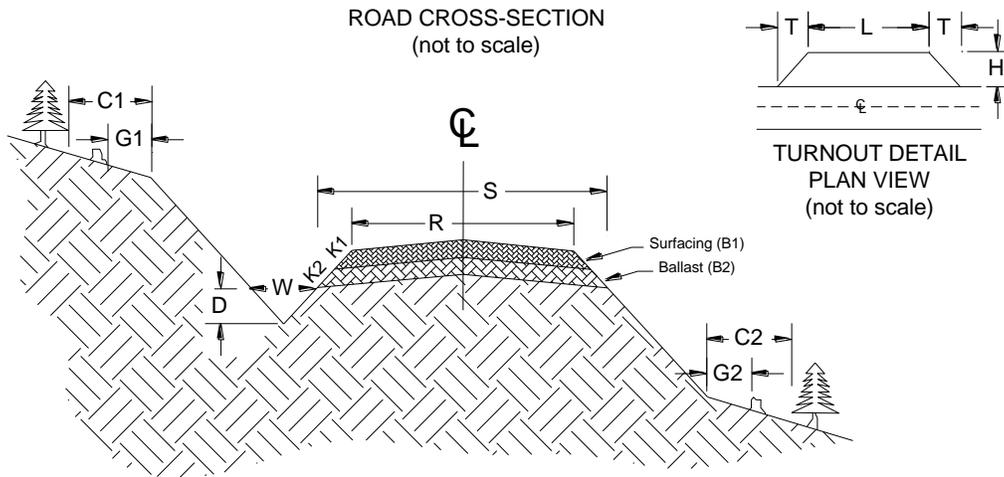
Purchaser shall abandon the following road(s) before the termination of this contract.

<u>Road</u>	<u>Stations</u>
Spur 1	0+00 to 6+25

9-22 ABANDONMENT

- Rip the surface to a minimum depth of 10 inches.
- Block roads with barricades in accordance with the attached BARRICADE DETAIL.

TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio	Fill Slope Ratio
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
				S	R	W	D		G1	G2	C1	C2	%	%
B-5010	0+00	14+42	C	18	16	2	1	4	0	0	0	0	100	67
Spur 1	0+00	6+25	C	16	12	2	1	4	0	0	0	0	100	67

ROCK LIST

BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y. Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2				Pit Run	L	H	T
Spur 1	0+00	6+25	2:1	8"	32	6.26	200	Sandhill Pit			

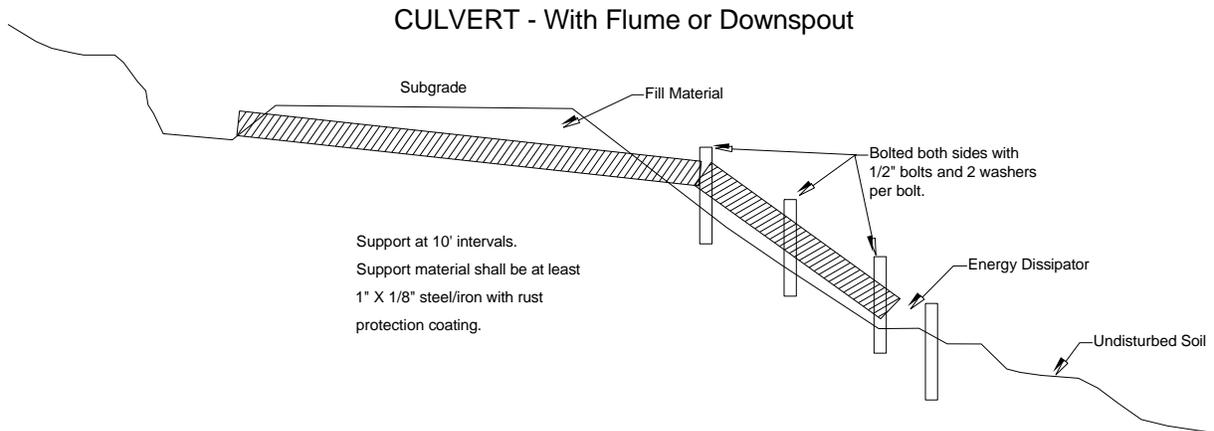
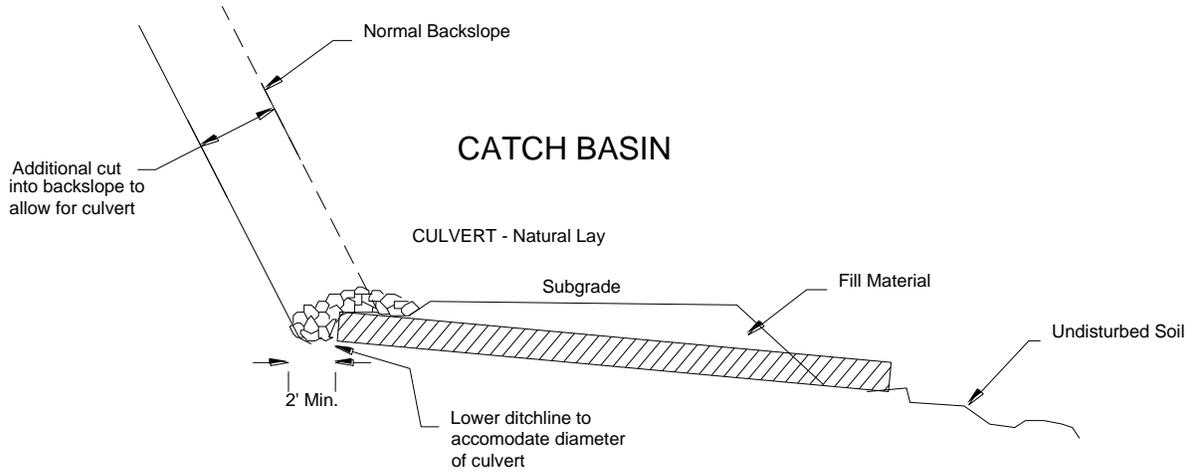
OPTIONAL BALLAST TOTAL 200 Cubic Yards

*Optional Rock: If Purchaser elects to haul on optional rock roads in wet weather, the depth listed above is recommended but not required.

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement.

CULVERT AND DRAINAGE SPECIFICATION DETAIL

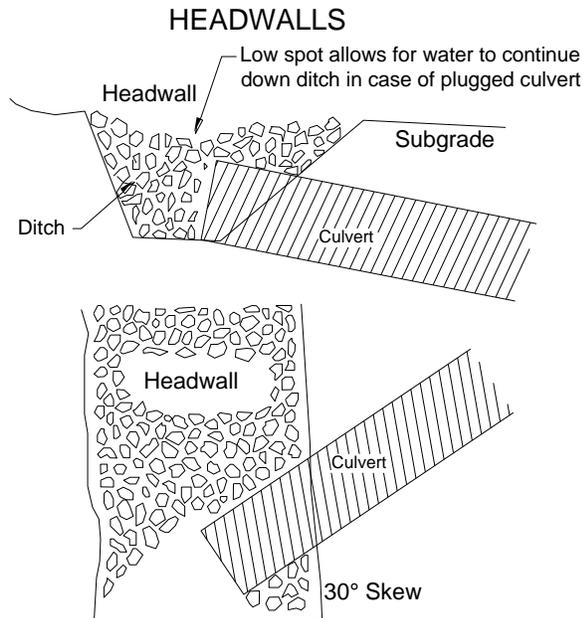
(Page 1 of 3)



CULVERT AND DRAINAGE SPECIFICATION DETAIL

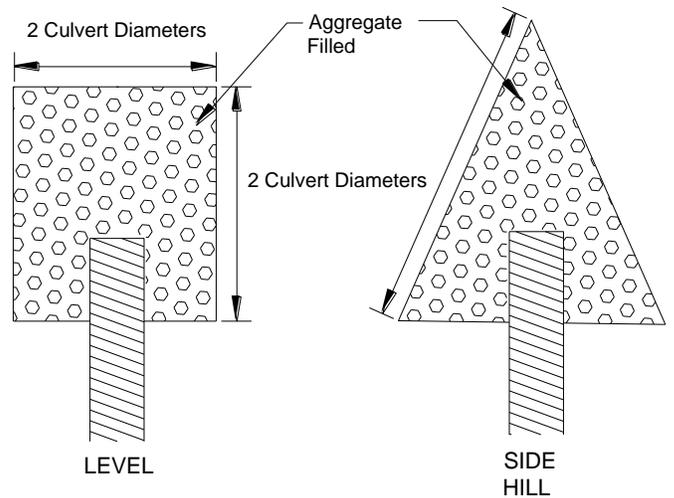
(Page 2 of 3)

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



Headwalls to be constructed of material that will resist erosion.

ENERGY DISSIPATORS



Dissipator Specifications:
Depth: 1 culvert diameter
Aggregate: as specified in the
CULVERT LIST.

CULVERT AND DRAINAGE SPECIFICATION DETAIL

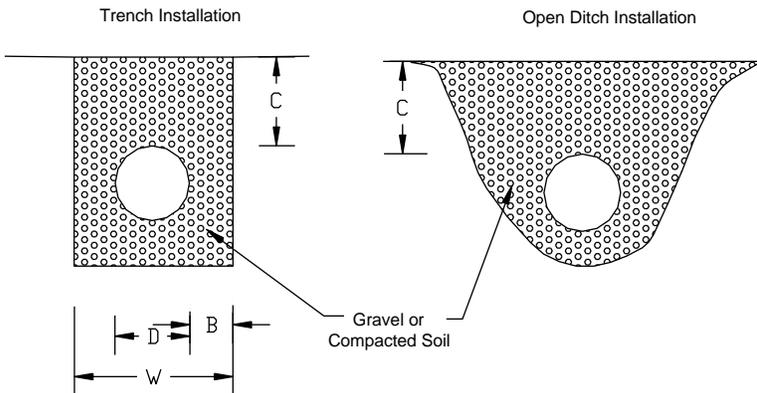
(Page 3 of 3)

POLYETHYLENE PIPE INSTALLATION

INSTALLATION REQUIREMENTS:

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

MINIMUM DIMENSIONS



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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the construction materials. Remove slides from ditches and the roadway. Repair fill-failures, in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

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

Drainage

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

Preventative Maintenance

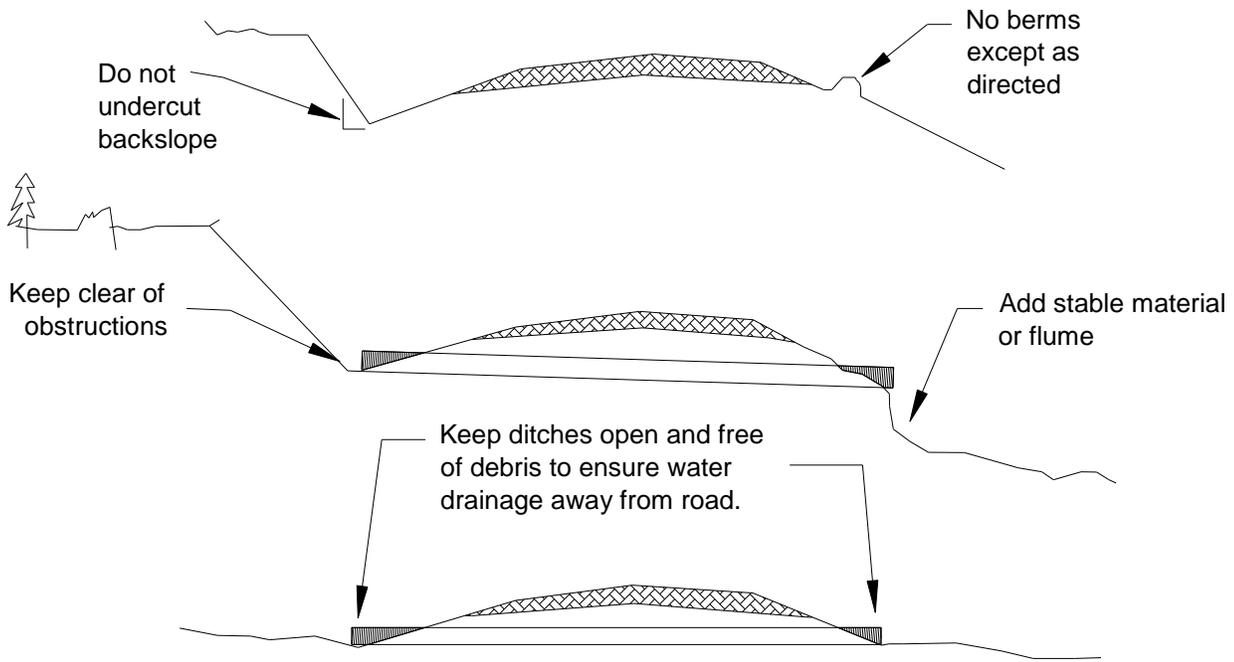
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

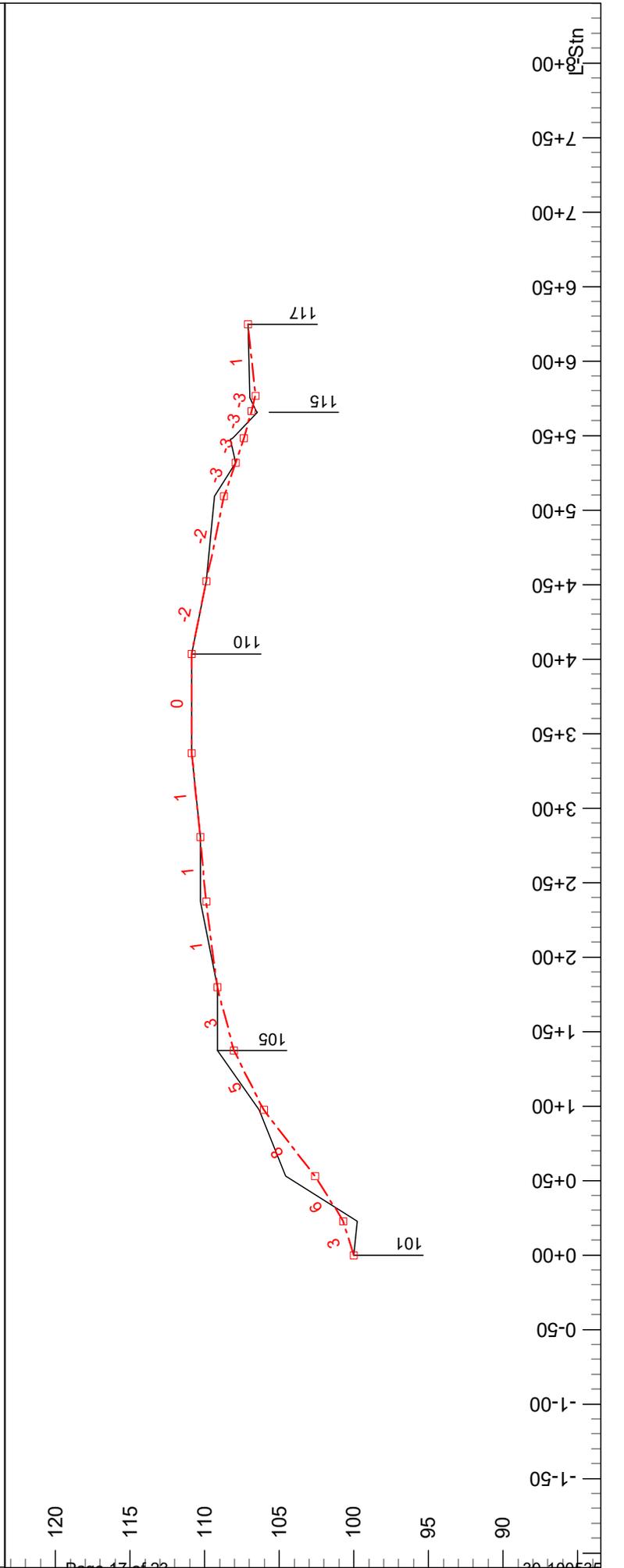
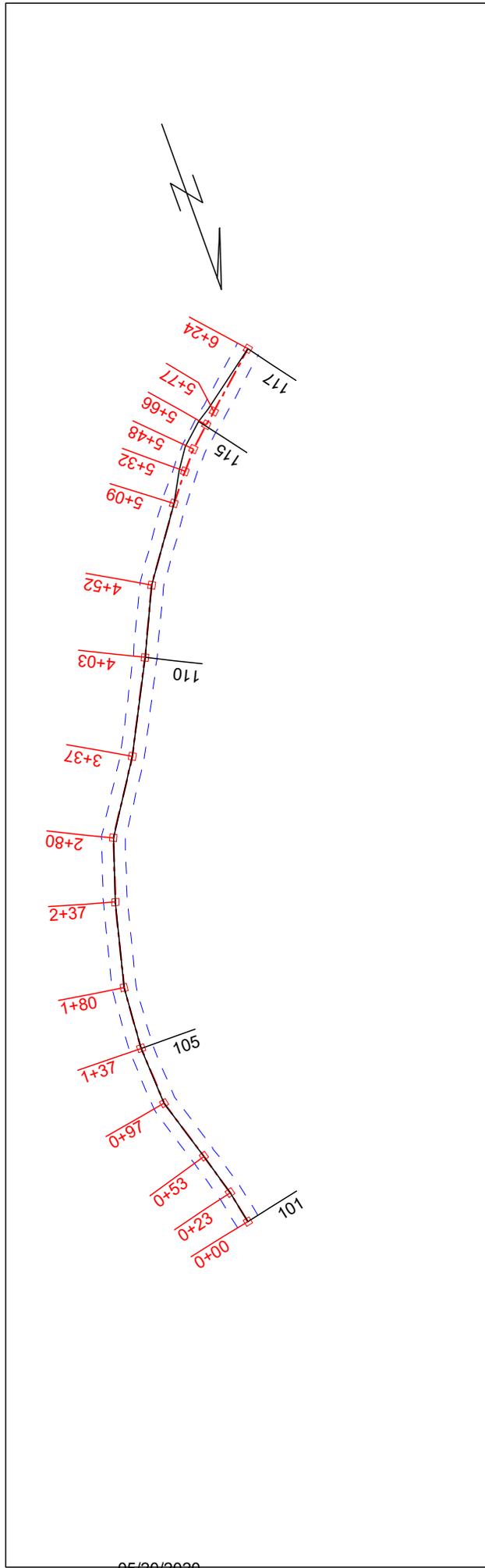
Termination of Use or End of Season

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

Debris

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





Mission Creek Timber Sale
 Spur 1
 Contract #: 30-100535

Washington State Department of Natural Resources
 Plan Scale 1:1200
 Profile Vert Scale 1:120
 Profile Horz Scale 1:1200

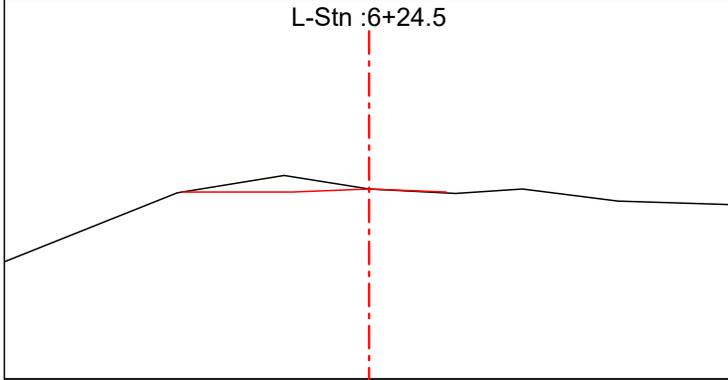


Engineer: Heymann
 20/03/09
 Page 1 of 1

Softree Section				Scale 1:240		P. 1	
C:\ProgramData\Softree\Data\mission_ck\spur1						20/03/09	
<p>L-Stn :0+00.0</p>				<p>L-Stn :0+22.8</p>			
P-Stn : 0+00.0		Cut Dp: 0.0		CL Elev: 100.0		P-Stn : 0+22.8	
V.Offset: 0.0		H. Offset: 0.0		Index: 101		V.Offset: 0.9	
H. Offset: 0.0		Index: 101		Index: 102			
<p>L-Stn :0+52.8</p>				<p>L-Stn :0+97.4</p>			
P-Stn : 0+52.8		Cut Dp: 2.0		CL Elev: 102.6		P-Stn : 0+97.4	
V.Offset: -2.0		H. Offset: 0.0		Index: 103		V.Offset: -0.3	
H. Offset: 0.0		Index: 103		Index: 104			
<p>L-Stn :1+37.3</p>				<p>L-Stn :1+79.6</p>			
P-Stn : 1+37.3		Cut Dp: 1.1		CL Elev: 108.0		P-Stn : 1+79.6	
V.Offset: -1.1		H. Offset: 0.0		Index: 105		V.Offset: 0.0	
H. Offset: 0.0		Index: 105		Index: 106			
<p>L-Stn :2+37.3</p>				<p>L-Stn :2+80.5</p>			
P-Stn : 2+37.3		Cut Dp: 0.4		CL Elev: 109.9		P-Stn : 2+80.5	
V.Offset: -0.4		H. Offset: 0.0		Index: 107		V.Offset: 0.0	
H. Offset: 0.0		Index: 107		Index: 108			

Softree Section				Scale 1:240		P. 2	
C:\ProgramData\Softree\Data\mission_ck\spur1						20/03/09	
<p>L-Stn :3+36.7</p>				<p>L-Stn :4+03.5</p>			
P-Stn : 3+36.7		Cut Dp: 0.0		CL Elev: 110.9		P-Stn : 4+03.5	
V.Offset: 0.0		H. Offset: 0.0		Index: 109		V.Offset: 0.0	
H. Offset: 0.0		Index: 109		Index: 110		Index: 110	
<p>L-Stn :4+52.3</p>				<p>L-Stn :5+09.2</p>			
P-Stn : 4+52.3		Cut Dp: 0.0		CL Elev: 109.9		P-Stn : 5+09.2	
V.Offset: 0.0		H. Offset: 0.0		Index: 111		V.Offset: -0.6	
H. Offset: 0.0		Index: 111		Index: 112		H. Offset: 0.0	
Index: 111		Index: 112		Index: 112		Index: 112	
<p>L-Stn :5+31.9</p>				<p>L-Stn :5+47.4</p>			
P-Stn : 5+31.7		Cut Dp: 0.0		CL Elev: 107.9		P-Stn : 5+48.0	
V.Offset: 0.4		H. Offset: 3.9		Index: 113		V.Offset: -0.6	
H. Offset: 3.9		Index: 113		Index: 114		H. Offset: 5.7	
Index: 113		Index: 114		Index: 114		Index: 114	
<p>L-Stn :5+65.6</p>				<p>L-Stn :5+75.5</p>			
P-Stn : 5+67.3		Cut Dp: -0.4		CL Elev: 106.9		P-Stn : 5+77.5	
V.Offset: 1.2		H. Offset: 5.6		Index: 115		V.Offset: 0.0	
H. Offset: 5.6		Index: 115		Index: 116		H. Offset: 4.1	
Index: 115		Index: 116		Index: 116		Index: 116	

L-Stn :6+24.5



P-Stn :	6+26.1	Cut Dp:	0.0	CL Elev:	107.1
V.Offset:	0.0	H. Offset:	0.0	Index:	117

Legal Description: NW, NE & NE, NW Sec 24 T23N R02W

Rock Pit Name: Sandhill Pit

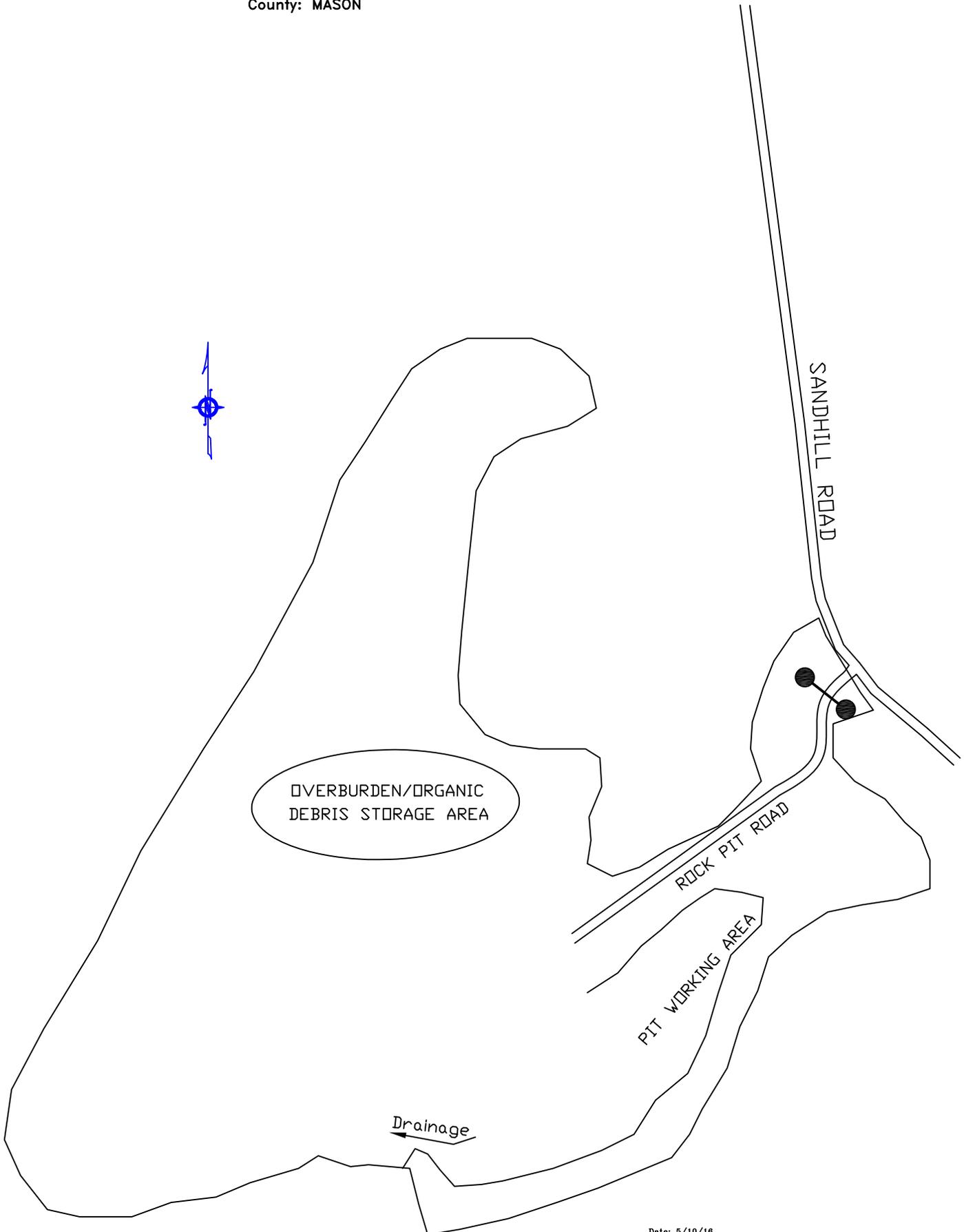
PIT DEVELOPMENT PLAN

1. Scatter root wads and organic debris larger than one cubic foot in volume as directed by the Contract Administrator.
2. A minimum stripping width of 20 feet must be maintained from all pit faces and at the termination of operations pit shall be left in said condition.
3. Pile all reject rock and overburden away from pit working area as shown.
4. Pit floor shall be sloped to allow drainage as shown. No ponding will be allowed.
5. Maximum face height shall not exceed 30 feet in height.
6. Pit face shall have a maximum backslope of 1/4:1.
7. Working bench width shall be a minimum of 25 feet.
8. At the completion of operations, Contractor shall request written approval from the Contract Administrator for final rock source condition and compliance with the terms of this plan
9. Quantity and Quality of ballast pit is not guaranteed by the State.

Sand Hill Pit

NW1/4 NE1/4 & NE1/4 NW1/4 SEC 24 TOWNSHIP 23 NORTH, RANGE 2 WEST

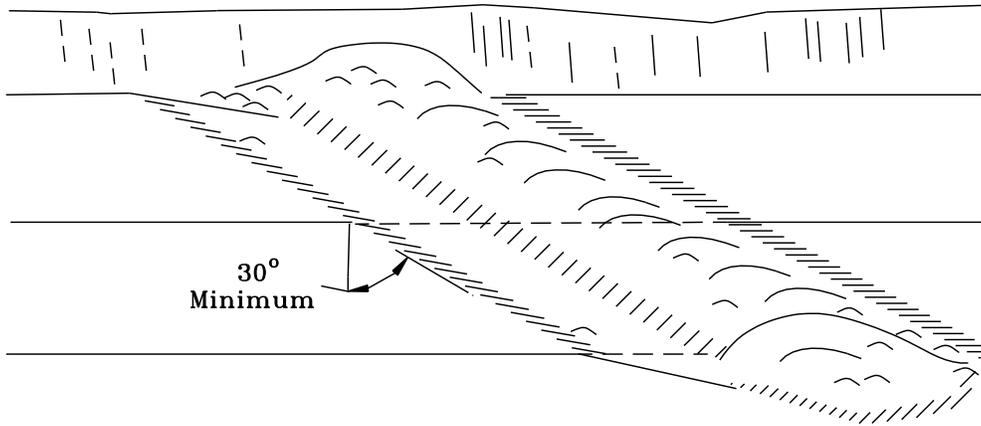
County: MASON



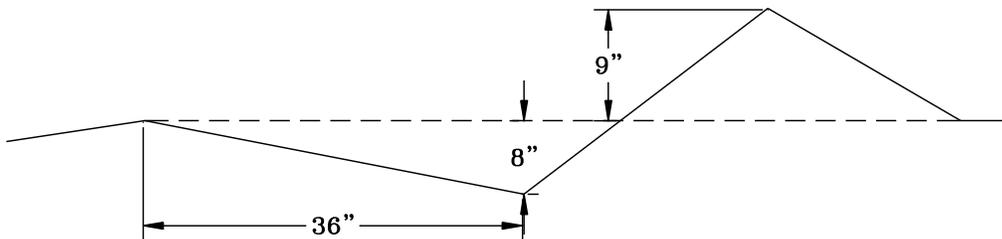
Date: 5/10/16
Scale: NTS
Page: 1 of 1
Drawn By: WJH

Drivable Water Bar Detail

Cross Ditch



Cross Section at Centerline



Date:
Scale : None
App#
Drawn by: M.A.D.

Water Bar Detail	
	WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
<small>SPS REGION</small>	

DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 01-09)

Road Development Cost Estimate

(For internal DNR use only. Costs are estimates only & are not guaranteed by the State or part of the Road Plan.)

REGION: South Puget Sound
DISTRICT: Hood Canal

SALE/PROJECT NAME: Mission Creek
LEGAL DESCRIPTION: Sec 18 T23N R01W

CONTRACT NUMBER: 30-100535

ROAD NUMBER:	Spur 1		B-5010
ROAD STANDARD:	Construction	Reconstruction	Pre/Post-haul maintenance
NUMBER OF STATIONS:	6.25	0.00	28.84
SIDESLOPE:	5-15%	0	5-15%
CLEARING AND GRUBBING:	\$625	\$0	
EXCAVATION AND FILL:	\$938	\$0	
MISC. MAINTENANCE:			\$981
ROCK TOTALS (Cu. Yds.):			
Ballast: 263	\$1,720	\$0	\$0
Surface: 0	\$0	\$0	\$0
Riprap: 0	\$0	\$0	\$0
CULVERTS AND FLUMES:	\$0	\$0	\$0
STRUCTURES:	\$0	\$0	\$0
GENERAL EXPENSES:	\$394	\$0	\$118
MOBILIZATION:	\$2,800	\$0	\$2,800
TOTAL COSTS:	\$6,477	\$0	\$3,898
COST PER STATION:	\$1,036	\$0	\$135

ROAD DEACTIVATION AND ABANDONMENT COSTS: \$985

NOTE¹: This appraisal has no allowance for profit and risk.

NOTE²: This appraisal does not account for optional rock.

TOTAL (All Roads) = \$11,360

SALE VOLUME MBF = 215

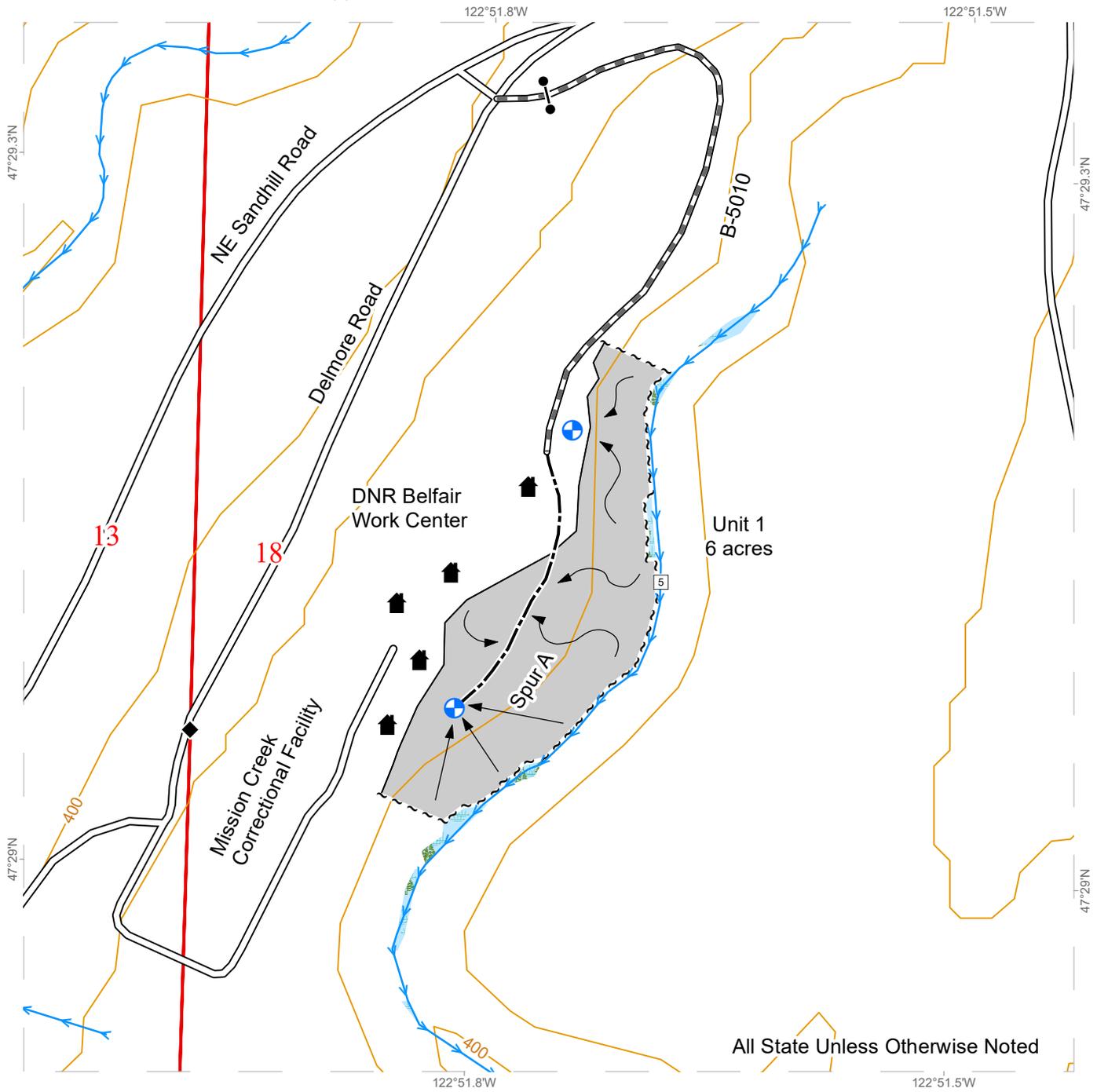
TOTAL COST PER MBF = \$52.86

Date: 03/09/20

LOGGING PLAN MAP

SALE NAME: MISSION CREEK
AGREEMENT#: 30-100535
TOWNSHIP(S): T23R1W
TRUST(S): State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 410-480



All State Unless Otherwise Noted

Ground Harvest	Existing Roads	Streams
Cable Harvest	Required Pre-Haul Maintenance	Stream Type
Timber Sale Area	Optional Construction	Stream Type Break
Forested Wetland	Contours	Gate: Master 383
Sale Boundary Tags		Landing - Proposed
Timber Type Change		Structure
		Survey Monument