



TIMBER NOTICE OF SALE

SALE NAME: NORTH CAVANAUGH VRH VDT

AGREEMENT NO: 30-103173

AUCTION: March 29, 2023 starting at 10:00 a.m., **COUNTY:** Skagit
Northwest Region Office, Sedro Woolley, WA

SALE LOCATION: Sale located approximately 21 miles southeast of Sedro-Woolley, WA.

**PRODUCTS SOLD
AND SALE AREA:**

All timber bounded by white timber sale boundary tags, adjacent young stands, Lake Cavanaugh Road and NC-0102 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Units #1A, and #1B.

All timber as described for removal in Schedule B bounded by white timber sale boundary tags and the NC-01 Road in Unit #1C.

All timber bounded by white timber sale boundary tags and adjacent young stands, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2 (collectively labeled 2A and 2B).

All timber bounded by white timber sale boundary tags and flag line, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3

All timber bounded by white timber sale boundary tags and property lines, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #4.

All timber bounded by orange right-of-way tags or right-of-way tags and the LK-14 Road and all timber within 30 feet of centerline of the NC-0301, NC-0303 and NC-03 roads to be constructed, except that title to the timber within the right-of-way associated with areas of road construction (located outside of units) is not conveyed to the Purchaser unless the road segment is actually constructed.

All forest products above located on part(s) of Sections 16, 21 and 22 all in Township 33 North, Range 6 East, W.M., containing 149 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Hemlock	17		4,141						1,968	1,710	236	227
Douglas fir	18.2	10	368						112	149	71	36
Redcedar	18.1		219							201	18	
White fir	22.7		134						107	22	4	1



TIMBER NOTICE OF SALE

Red alder	14.8	92	22	23	16	31
Cottonwood	26.1	13	13			
Sale Total		4,967				

MINIMUM BID: \$668,000.00

BID METHOD: Sealed Bids

**PERFORMANCE
SECURITY:**

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: March 31, 2025

ALLOCATION: Export Restricted

BID DEPOSIT: \$66,800.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Shovel, tracked skidder or 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires (See below for restrictions) on sustained slopes 35% or less; self-leveling equipment on sustained slopes 50% or less; also, a feller-buncher/processor may be utilized on sustained slopes 35% or less.

Falling and yarding in Unit #1C shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires equipment prior to use. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.

ROADS:

42.48 stations of required construction. 9.96 stations of required reconstruction. 15.87 stations of optional construction. 2.73 stations of optional reconstruction. 187.76 stations of required prehaul maintenance. 13.53 stations of abandonment. 13.09 stations of abandonment, if built.

Rock may be obtained from the following source(s) on State land at no charge to the Purchaser: Acquisition Pit at station 5+00 of the LK-14 Road. Stockpiles of 3-inch-minus ballast located at 20+85 of the LK-ML and at 0+05 of the LK-14.

Development of a new rock source will involve clearing, stripping, drilling, shooting, and processing rock to generate riprap and 3-inch-minus ballast rock.

An estimated total quantity of rock needed for this proposal: 135 cubic yards of riprap, 500 cubic yards of stockpile and 7,300 cubic yards of ballast rock.

Fill removal at station 8+17 on the NC-01 Road shall not occur between October 1 through June 30; this is not waivable. Road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.



TIMBER NOTICE OF SALE

ACREAGE DETERMINATION

CRUISE METHOD: Acres determined by GPS traverse for units and right-of-way. Cruise was conducted via variable plot sample type. Cruise acres are based on FMA (Forest Management Activity) acres including leave tree areas. Leave tree volume is not included in the cruise. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.

FEES: 1. Purchaser shall furnish the State with a check made payable to Mid-Valley Resources, INC. in the amount of \$754.40 on the day of sale for permit #55-103501, for road construction and road use. 2. \$84,439.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

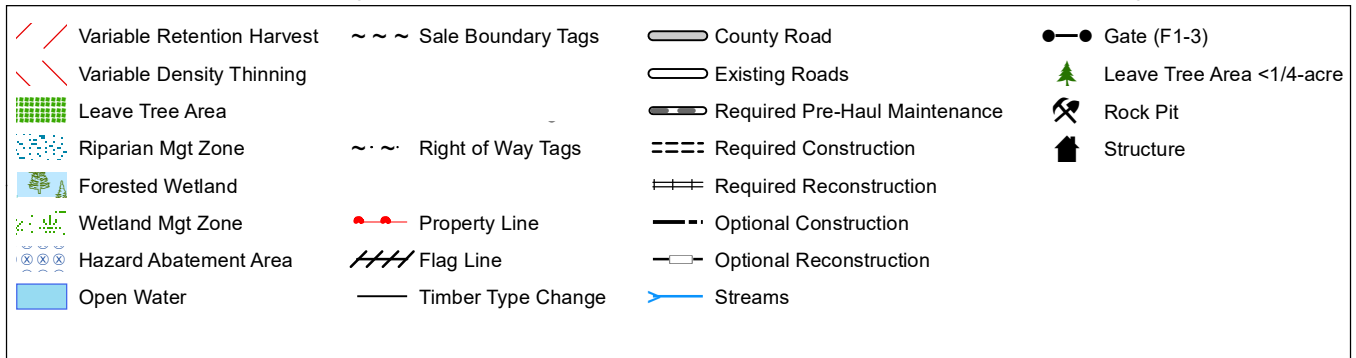
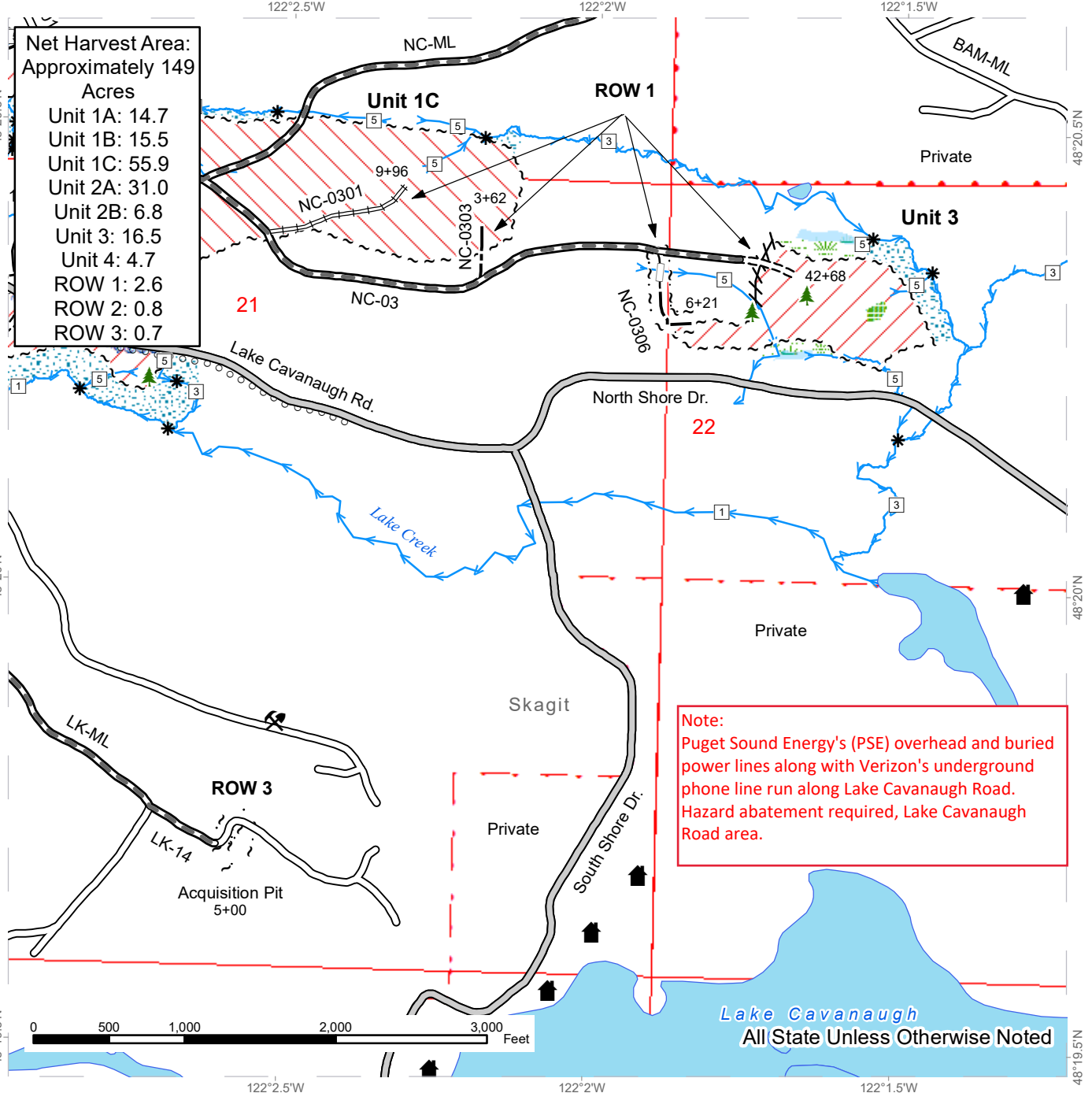
SPECIAL REMARKS:

1. Trees marked with pink and purple paint represent the last take tree along property line boundaries.
2. Cedar salvage will be offered for sale separately from the timber sale and is NOT included in the products sold.
3. Fill removal at station 8+17 on the NC-01 Road shall not occur between October 1 through June 30; this is not waivable.
4. Operations are in close proximity to utilities running along Lake Cavanaugh Road. Puget Sound Energy's (PSE) overhead and buried power lines along with Verizon's underground phone line run along Lake Cavanaugh Road.
5. Hazard abatement required, Lake Cavanaugh Road area.

TIMBER SALE MAP

SALE NAME: NORTH CAVANAUGH VRH VDT
AGREEMENT #: 30-103173
TOWNSHIP(S): T33R6E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

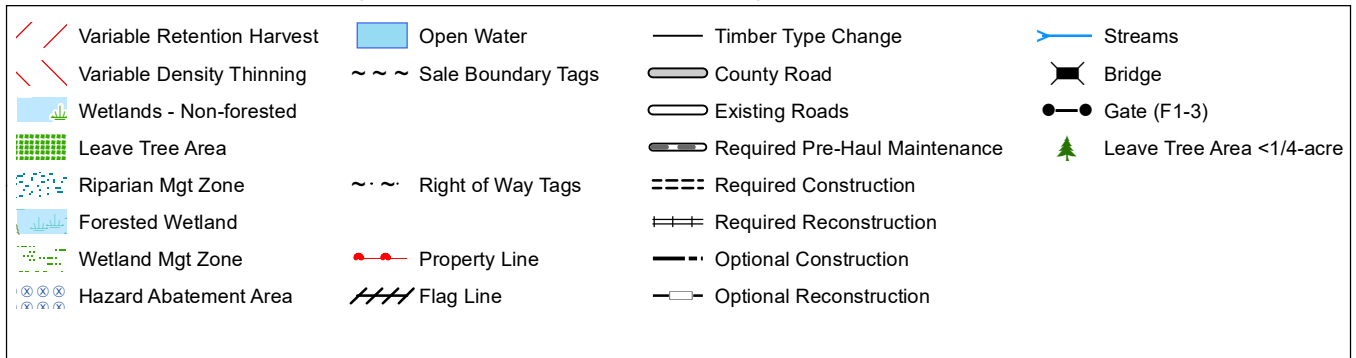
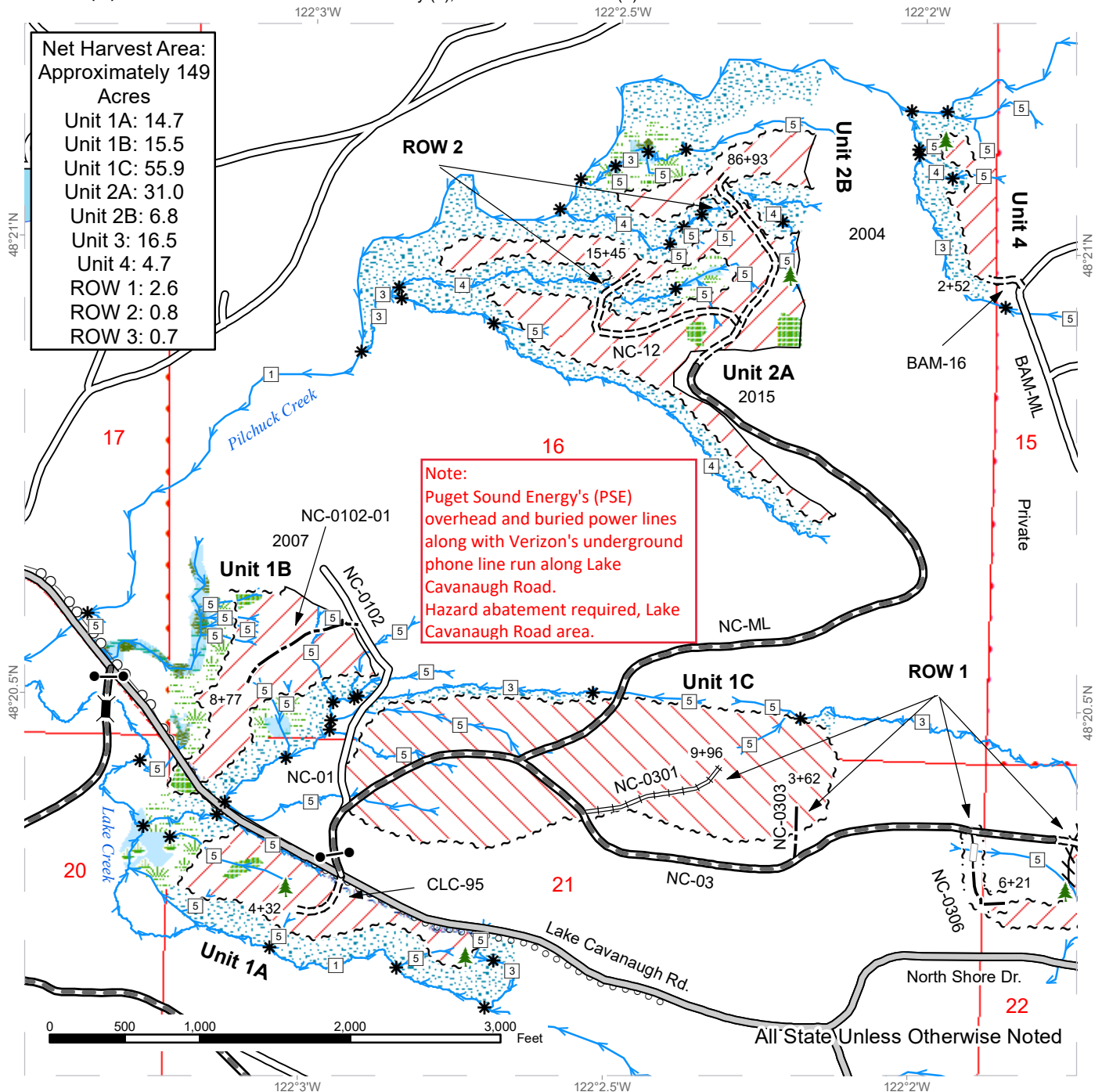
REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 960-1080



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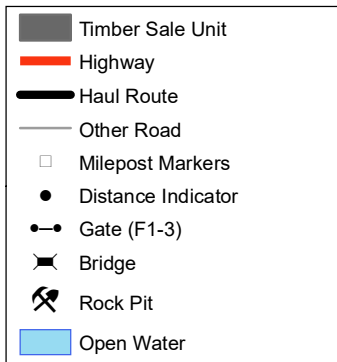
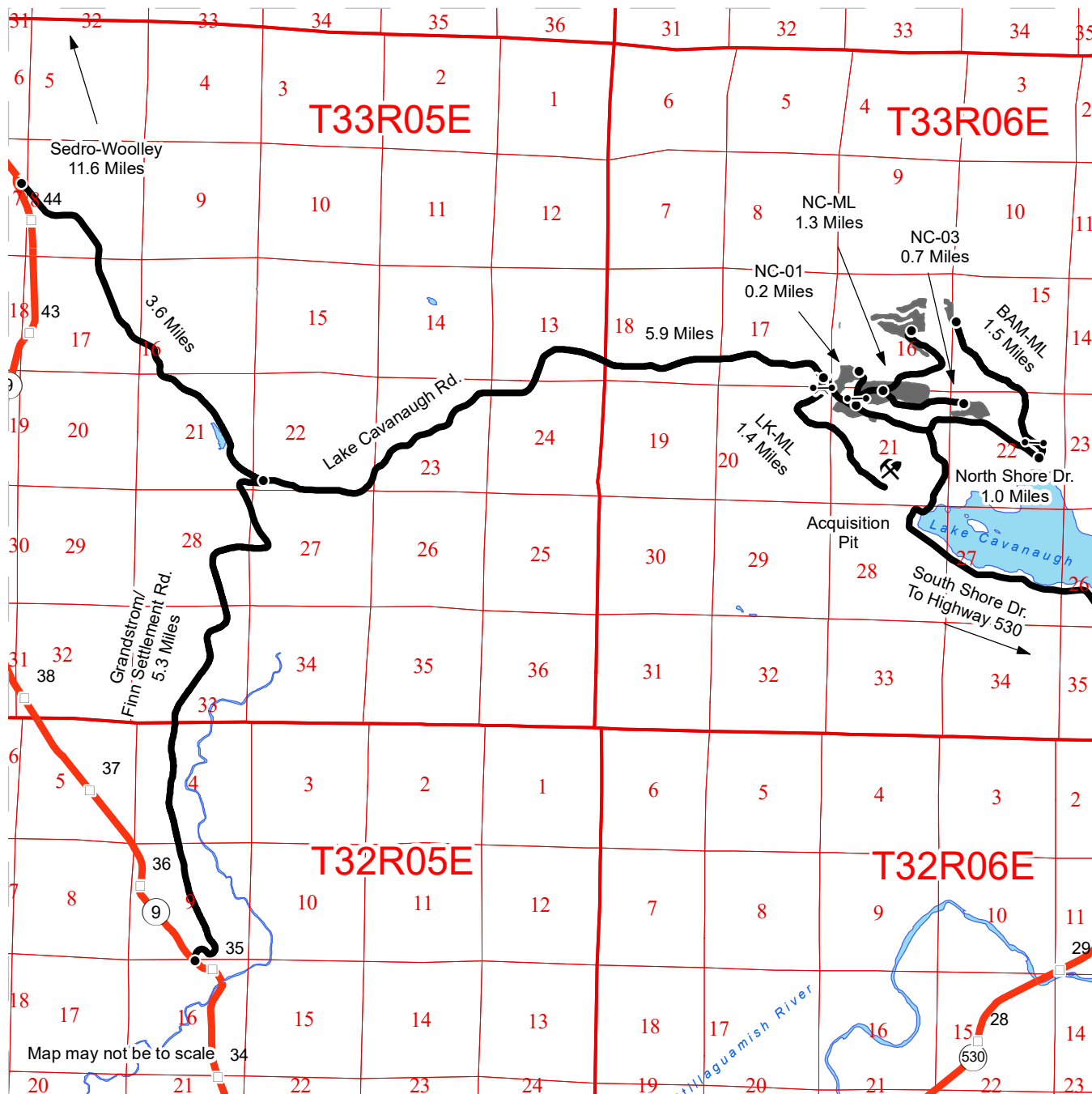
REGION: Northwest Region
COUNTY(S): Skagit
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DRIVING MAP

SALE NAME: NORTH CAVANAUGH VRH VDT
AGREEMENT#: 30-103173
TOWNSHIP(S): T33R6E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 960-1080



DRIVING DIRECTIONS:

From the junction of Highway 20 and Highway 9 in Sedro-Woolley, travel south 11.6 miles on Highway 9 to Lake Cavanaugh road. Travel east on Lake Cavanaugh road for 9.5 miles to NC-ML gate on the north side of Lake Cavanaugh road. Unit 1A - At the NC-ML gate, Unit 1A is on the south side of Lake Cavanaugh road. Unit 1B - From the NC-ML gate, travel 0.1 miles, take the left fork onto the NC-01, follow for 0.2 miles to the unit. Unit 1C - From the NC-ML gate, travel 0.3 miles on the NC-ML, you have arrived in the middle of unit 1C. Unit 2A, 2B - From the NC-ML gate, travel 1.3 miles on the NC-ML to units 2A and 2B. Unit 3 - From the NC-ML gate, travel 0.3 miles on the NC-ML, take the right fork onto the NC-03, travel 0.7 miles to unit 3. Unit 4 - From the NC-ML gate, travel east on North Cavanaugh road for 0.7 miles. Continue on North Shore drive 1.0 miles to the Bamboo Mainline. Follow Bamboo Mainline for 1.5 miles to unit 4. Acquisition Pit - From the NC-ML gate, travel 0.4 miles west on North Cavanaugh road to the LK-ML gate on the south side of Lake Cavanaugh road. Travel 1.4 miles on LK-ML to Acquisition Pit.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0103173

SALE NAME: NORTH CAVANAUGH VRH VDT

**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 March 29, 2023 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 bounded by white timber sale boundary tags, adjacent young stands, Lake Cavanaugh Road and NC-0102 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Units #1A, and #1B.

All timber as described for removal in Schedule B bounded by white timber sale boundary tags and the NC-01 Road in Unit #1C.

All timber bounded by white timber sale boundary tags and adjacent young stands, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2 (collectively labeled 2A and 2B).

All timber bounded by white timber sale boundary tags and flag line, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3

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All timber bounded by orange right-of-way tags or right-of-way tags and the LK-14 Road and all timber within 30 feet of centerline of the NC-0301, NC-0303 and NC-03 roads to be constructed, except that title to the timber within the right-of-way associated with areas of road construction (located outside of units) is not conveyed to the Purchaser unless the road segment is actually constructed.

All forest products above located on approximately 149 acres on part(s) of Sections 16, 21, and 22 all in Township 33 North, Range 6 East W.M. in Skagit 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-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
B	Thinning Prescription

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to March 31, 2025.

G-040 Contract Term Adjustment - No Payment

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

- a. Road and bridge failures which deny access.
- b. Access road closures imposed by road owner.

- c. Excessive suspensions as provided in clause G-220.
- d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.

G-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 \$141.00 per acre per annum for the acres on which an operating release has not been issued in Variable Density Thinning (VDT) Unit #1C. Payment of \$981.00 per acre per annum for the acres on which an operating release has not been issued in Variable Retention Harvest (VRH) areas.
- 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-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources

may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Cottonwood	\$42.73	0	\$0.00	\$9.00	\$9.00
Douglas fir	\$157.52	0	\$0.00	\$9.00	\$9.00
Hemlock	\$126.25	0	\$0.00	\$9.00	\$9.00
Red alder	\$117.19	0	\$0.00	\$9.00	\$9.00
Redcedar	\$268.62	0	\$0.00	\$9.00	\$9.00
White fir	\$127.30	0	\$0.00	\$9.00	\$9.00
Other	\$163.15	0	\$0.00	\$9.00	\$9.00

G-111 Title and Risk of Loss

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

G-116 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

Before starting work, Purchaser shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements specified in the contract. Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to

remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.

- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; BAM-ML, BAM-16, CLC-95, LK-ML, LK-14, NC-ML, NC-01, NC-0102, NC-0102-01, NC-03, NC-0301, NC-0303, NC-0306 and NC-12. 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-380 Road Easement and Road Use Permit Requirements

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

RUP with:

Mid-Valley Resources, Inc.; #55-103501; dated August 10, 2022.

Purchaser shall furnish the State with a check made payable to Mid-Valley Resources, Inc., in the amount of \$754.40 on the day of sale for permit #55-103501, for road use.

G-390 Road Approach Permit Requirements

Purchaser agrees to comply with the attached terms and conditions of the road approach permit entered into between the State and Skagit County, dated April 5, 2022.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$129,142.00. The total contract price consists of a \$0.00 contract bid price plus \$129,142.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Felling and Yarding will not be permitted from November 1 to March 31 BY GROUND-BASED EQUIPMENT unless authorized in writing by the Contract Administrator.

H-011 Certification of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.

Excessive damage for reserve trees is defined in clause H-013.

Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012,

Purchaser shall be subject to liquidated damages (clause D-040)

When reserve tree damage exceeds the limits set forth in clause H-013,

Purchaser shall be subject to liquidated damages (clause D-041).

H-012 Leave Tree Damage Definition

Leave trees are trees required for retention within the sale boundary. Purchaser shall protect leave trees from being cut, damaged, or removed during operations.

Leave tree damage exists when more than 5 percent of the leave trees are damaged in a unit and when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 20 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave 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 leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

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

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

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

H-016 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 8 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-050 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-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 shovel, tracked skidder or 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires (See H-141 for restrictions) on sustained slopes 35% or less; self-leveling equipment on sustained slopes 50% or less; also, a feller-buncher/processor may be utilized on sustained slopes 35% 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-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. The following types of equipment are considered ground-based equipment:

SHOVEL is defined as a low ground pressure track-mounted machine with hydraulic boom and grapple capable of picking up one end of the largest log 25 feet from the center of the machine.

LOG PROCESSOR/DE-LIMBER is defined as a mobile machine with a hydraulic boom capable of simultaneously bucking, delimbing and/or debarking and chipping whole trees while sitting stationary at the landing.

FELLER-BUNCHER/HARVESTER is defined as a track mounted machine with hydraulic boom and cutter head capable of felling, bucking, limbing, and decking logs in one operation.

FORWARDER is defined as a track or rubber tire machine used for transporting logs to a landing by use of a bunk with self loading boom in which logs are carried free of the ground.

TRACKED SKIDDER is defined as any tracked tractor or skidder, fixed or articulated, used to drag logs to landings. Logs are generally pulled in groups of six or less, with one end on the ground.

B. When yarding and loading operations are occurring simultaneously, an additional shovel shall be required for loading to avoid extra trips to the landing. Shovel yarding shall not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.

C. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than 6 weeks before any activities resume on site.

D. For operational purposes, single banded, blue painted leave trees may be traded with prior approval of Contract Administrator. Any damaged or exchanged leave trees shall be replaced with a tree of the same species, age class, DBH, with the same wildlife characteristics, and in the same area so as to maintain the required 400 foot leave tree spacing.

E. Falling and yarding shall occur away from all typed waters. All type 5 streams shall have a 30-foot equipment limitation zone measured from each bank. The limited crossings shall be as close to perpendicular as possible.

F. Ground-based equipment crossings over type 5 streams shall be located by Purchaser and approved by Contract Administrator before use. Front end suspension is required over all streams.

G. Falling and yarding in Unit #1C shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

H. If any cultural resources are discovered during operations, the Contract Administrator shall be notified immediately. Work in the area shall cease, pursuant to the department's Cultural Resources Inadvertent Discovery Guidance or its successor procedure.

I. Operations are in close proximity to utilities running along Lake Cavanaugh Road. Puget Sound Energy's (PSE) overhead and buried power lines along with Verizon's underground phone line run along Lake Cavanaugh Road. It is the purchaser's obligation to notify PSE and Verizon, and to provide the CA with proof of notice, prior to any road work and timber harvest. PSE's contact number is 1-888-225-5773, Verizon's contact number is 1-800-424-5555.

J. "Trucks Entering Roadway," signs must be in place 200 feet on both sides of the intersection of Lake Cavanaugh Road and the CLC-95 during all periods of rock and timber haul on the CLC-95. The Contract Administrator may approve alternative sign language.

K. During felling operations within a tree length and a half from the county road, trained flaggers must be in place to control traffic for public safety, provided at the Purchaser's expense.

L. No loading on county roads.

M. The Purchaser shall take precautionary measures to protect the asphalt surface and gravel shoulders of Lake Cavanaugh Road when moving construction equipment from one road to another. Purchaser must provide a plan for transporting equipment on a trailer or other methods approved by the Contract Administrator. The Purchaser shall repair any damage done to Lake Cavanaugh Road or improvements of the county within its right of way. Any repairs that need to be made will be at the Purchaser's expense, and may require county approval. The Contract Administrator shall approve the Purchaser's plan to move equipment between units prior to implementation.

N. No tree felling, yarding or use of chainsaws before 7:00 AM weekdays, weekends and federal holidays within Unit 3.

O. Purchaser shall notify District Engineer a minimum of 3 working days prior to commencement of the culvert removal at 8+17 on the NC-01 and obtain approval from the Contract Administrator for completed work.

P. The NC-ML and LK-ML gates must be locked at the end of the day.

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. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize 6-wheeled-rubber-tired-skidders-with-over-the-tire-tracks-spanning-both-sets-of-rear-tires equipment prior to use. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized.

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.

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 8/4/2022 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the BAM-ML, BAM-16, CLC-95, LK-ML, LK-14, NC-ML, NC-01, NC-0102, NC-0102-01, NC-03, NC-0301, NC-0303, NC-0306 and NC-12 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-090 Landing Location

Landings shall be built no closer than 100 feet off the Lake Cavanaugh road(s).

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

Slash or debris which enters any stream (with exception of RMZ enhancement trees) 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-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$50.00 per tree for all damaged trees in the Variable Density Thinning area, Unit #1C.

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 Variable Retention Harvest areas.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Print Name

Date: _____
Address: _____

Jay Guthrie
Northwest Region Manager

Date: _____

DRAFT

DRAFT

DRAFT

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

STATE OF _____)

_____)

COUNTY OF _____)

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

_____ to me known to be the
_____ of the corporation

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule B
Thinning Prescription

No cedar salvage: this includes cedar snags, preexisting dead and down cedar trees and cedar logs.

THINNING PRESCRIPTION: UNIT 1C

- Purchaser shall leave a residual stand that will achieve the following, evenly distributed across each unit:

Average spacing of 19 feet x 19 feet

To accomplish this prescription, fallers shall harvest trees starting with smallest diameter trees working up to the larger trees (thin from below). The following take tree preference shall be followed to achieve the desired residual stand spacing:

- 1) All hardwoods
- 2) Western Hemlock
- 3) Defective or diseased Douglas-fir
- 4) Smallest diameter Douglas-fir

- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms which should be prioritized for take.
- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class that has the best form and is undamaged.
- Corridors are limited to 14 feet wide (including rub trees) and no less than 70 feet apart as measured from the center of the corridor. Where possible corridors should be located in a manner that minimizes the chance of damaging or needing to remove any leave trees. No yarding will take place on slopes greater than 35%.
- Western redcedar is not to be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations or those which pose safety hazards shall be considered for approval.

RIPARIAN FOREST RESTORATION STRATEGY TREES

Purchaser shall mark 5 trees per acre of RMZ for riparian enhancement. These 5 trees must be trees that would otherwise have been cut to meet the prescription. Once approved by the

Contract Administrator, the Purchaser shall fell 3 per acre towards the stream for Large Woody Debris and the remaining two per acre shall be girdled by the Purchaser to create snags. Girdling shall expose the cambium the entire circumference of the tree for a width of no less than 3 inches. Snags created by mechanized equipment shall be at least 20 feet tall and tops are to remain on site. See timber sale maps and the table below for number of trees and locations.

RMZ IDENTIFIER	RMZ AC	# OF SNAG CREATION TREES	# OF FELLED TREES
Unit 1C stream 3A	0.9	3	2
Unit 1C stream 3B	4.1	13	8
Total	5.0	16	10



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.
(Revised 9/18)

DNR Timber Sale Trust Distribution Form

Sale Name
NORTH CAVANAUGH

Agreement Number
103173

Region
Northwest

District
CLEAR LAKE

Unit
Cavanaugh

Legal Location

Section(s)	16, 21, 22	Township	33	Range	6	E/W	E
------------	------------	----------	----	-------	---	-----	---

Auction Date
3/29/2023

Contract Expiration Date
3/31/2025

Sale Acres
149

Sale Class
Board

Sale Method
Lump Sum

Stand Origin Year
1965

FPA Number
2818853

FPA Renewal Date
1/9/2026

Sale Volume Ratio

Conifer		
White fir	134	2.70%
Redcedar	219	4.40%
Hemlock	4141	83.40%
Douglas fir	368	7.40%
Totals For Conifer	4862	97.90%
Hardwood		
Red alder	92	1.90%
Cottonwood	13	0.30%
Totals For Hardwood	105	2.20%
Total	4967	100.10%

Harvest Type

Harvest Type	% of Sale
Variable Density Thinning	37.50%
Variable Retention Harvest	62.50%
Total	100.00%

Trust Distribution Table

County	1	3	Totals							
29 - Skagit	32.80%	67.20%	100.00%							
			100.00%							

DNR Timber Sale Trust Distribution Form

Trust Levy Codes

29 - Skagit	
1300	100.00%
TOTAL:	100.00%

Instructions:

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

Nature Data Reviewed by:

X

(Print Name)

(Signature)

Date:

DNR Timber Sale Trust Distribution Form

Trust Distribution Details

29-Skagit

Trust	Harvest Area	Volume
1	1	32.80
Total for 1		32.80

3	1	67.20
Total for 3		67.20

Total For 29-Skagit 100.00

Total Volume	100.00
---------------------	--------

Timber Sale Trust Distribution

Current as of 02/02/2023 at 02:01 AM [OPEN IN EXCEL](#)

Region	District	Local	Fisc...	Timber Sale	Activity Name	Sale Status
Northwest	Clear Lake	(blank)	2018	HOG WILD	NORTH CAVANAUG...	PLANNED
Northeast	Alpine	Belfair	2019	MARBLE RYE	NORTH CAVANAUG...	COMPLETED
Olympic	Arcadia	Black Diamond	2020	MELODY THIN	NORTH CAVANAUG...	SOLD
Pacific Cascade	Baker	Boulder	2021	MIDGE	NORTH CAVANAUG...	
South Puget ...	Black Hills	Clallam River	2022	NORTH CAVANAUGH	NORTH CAVANAUG...	
Southwest	Coquille	Coquille	2023	ORION	NORTH CAVANAUG...	

County		Harvest Type	Treated Acres	Acres %	MBF	MBF %
Federal	Skagit					
	03 - Common School and Indemnity	Regen	31.9	20.4%	1,617	32.6%
	43 - Land Bank	Regen	0.7	0.5%	10	0.2%
Skagit	Skagit					
	01 - State Forest Transfer	Regen	64.8	41.3%	3,011	60.6%
		Thinning	59.4	37.9%	329	6.6%
Total			156.8	100.0%	4,967	100.0%

Theresa, you can pull the trigger on this North Cavanaugh timber sale and the small Land Bank portion of timber by the pit area will remain as Land Bank for this timber sale. I hope the March auction goes well. Let myself or Robin know if you need anything else.

Hi Bob,

At what point should we commit to a decision on which trust to attribute the money for the small Land Bank acreage included in this sale? I don't want it to slip through the cracks as time progresses.

Let me know.

Happy Holidays to you,

From: Klepl, Theresa (DNR)
Sent: Monday, October 10, 2022 11:45 AM
To: WINSLOW, ROBERT (DNR) <ROBERT.WINSLOW@dnr.wa.gov>
Subject: RE: New Trust into Nature

Theresa Klepl
Management Forester
Northwest Region
Washington State Department of Natural Resources (DNR)
(360) 856-3500
theresa.klepl@dnr.wa.gov
www.dnr.wa.gov

Hi Bob,

Theresa Klepl
Management Forester
Northwest Region
Washington State Department of Natural Resources (DNR)
(360) 856-3500
theresa.klepl@dnr.wa.gov
www.dnr.wa.gov

From: WINSLOW, ROBERT (DNR) <ROBERT.WINSLOW@dnr.wa.gov>
Sent: Monday, October 10, 2022 10:36 AM
To: Klepl, Theresa (DNR) <TERESA.KLEPL@dnr.wa.gov>
Cc: HAMMILL, ROBIN (DNR) <ROBIN.HAMMILL@dnr.wa.gov>; FERGUSON, PATRICK (DNR) <PATRICK.FERGUSON@dnr.wa.gov>; WINSLOW, ROBERT (DNR) <ROBERT.WINSLOW@dnr.wa.gov>
Subject: RE: New Trust into Nature

For **Ralphie**, if the current trust ownership code is Land Bank as of this date, then my understanding is that the timber sale revenue should be applied for the benefit of the Common School Trust.

For the **North Cavanaugh** area, it is almost certain that the Land Bank trust ownership will be changing soon to specific trust codes within the next nine months, so for the North Cavanaugh T.S. there will need to be additional and closer communications between the region and trust transactions groups. We look forward to having additional discussions and planning the best outcomes for all DNR parties and DNR trusts, once the requested timber sale information has been shared.

From: Klepl, Theresa (DNR) <THERESA.KLEPL@dnr.wa.gov>
Sent: Thursday, October 6, 2022 11:58 AM
To: WINSLOW, ROBERT (DNR) <ROBERT.WINSLOW@dnr.wa.gov>
Cc: HAMMILL, ROBIN (DNR) <ROBIN.HAMMILL@dnr.wa.gov>; FERGUSON, PATRICK (DNR) <PATRICK.FERGUSON@dnr.wa.gov>
Subject: FW: New Trust into Nature

Morning,

I just want verify that the Distribution for Land Bank Trust -43, listed as the timber trust on upcoming timber sales, is still to be distributed for the benefit of Common School Trust – 03. This is the guidance you shared with the Region in 2019, see screen capture of that email communication below under my signature field in this email. I am just double-checking to ensure that is still the most accurate information since it has been a few years and there is the potential that things changed.

There is also a disconnect in the documentation of what is done with the Land Bank timber sold as there is no Trust 43 Code in NaturE, so we need to ensure we manually enter the correct trust for financial distribution of the timber sale proceeds. My staff made a request to enter Trust 43 into NaturE, but that is not an option at this time. I will be including this email, and your response, with our Trust Distribution paperwork for Audit purposes.

We have two upcoming sales with Land Bank Trust being reported in the Trust Distribution Data Cubes. One sale is auctioning this month, Ralphie; the other is auctioning next March/April, North Cavanaugh.

Please let me know at your earliest convenience. I see that you have an out of office reply until October 10, so I am cc'ing your supervisor as I am sure you will be swamped with "catch up" when you return.

Thanks,

Theresa Klepl
Management Forester
Northwest Region
Washington State Department of Natural Resources (DNR)
(360) 856-3500
theresa.klepl@dnr.wa.gov
www.dnr.wa.gov

From: [Bergvall, Laurie \(DNR\)](#)
To: [Klepl, Theresa \(DNR\)](#); [Mesman, Annette \(DNR\)](#)
Subject: FW: Land Bank on Trust Distribution for Millhouse timber sale
Date: Tuesday, August 13, 2019 8:06:56 AM
Attachments: [lmaoe001.Lnq](#)

From: WINSLOW, ROBERT (DNR) <ROBERT.WINSLOW@dnr.wa.gov>
Sent: Monday, August 12, 2019 4:58 PM
To: Hankey, Chris (DNR) <CHRISTOPHER.HANKEY@dnr.wa.gov>; Arneson, Mark (DNR) <MARK.ARNESEN@dnr.wa.gov>; Bergvall, Laurie (DNR) <LAURIE.BERGVALL@dnr.wa.gov>
Cc: McDonald, Cory (DNR) <cory.mcdonald@dnr.wa.gov>; Steele, Jesse (DNR) <JESSE.STEELE@dnr.wa.gov>; WINSLOW, ROBERT (DNR) <ROBERT.WINSLOW@dnr.wa.gov>
Subject: FW: Land Bank on Trust Distribution for Millhouse timber sale

FYI. As long as the recent trust purchases in NW Region remain as Land Bank, all timber harvest receipts on these acquired Land Bank lands will be forwarded as revenue for the benefit of the Common School Trust – Trust Code 03, **unless** prior to a future timber sale action the Land Bank property was to be officially re-designated via an inter-trust land exchange (will be many months to a year away) as a defined Trust such as (Agricultural College, Capitol Trust, Scientific School, ect...).

This timber revenue distribution applies to the Briarwood purchase and the other recent Land Bank purchases in the region such as Bloedel 90. Call me if there are any questions.

From: Coleman, Cortney (DNR) <Cortney.Coleman@dnr.wa.gov>
Sent: Thursday, October 6, 2022 11:17 AM
To: Kinsman, Carla (DNR) <Carla.Kinsman@dnr.wa.gov>; CROSIER, GRANT (DNR) <Grant.Crosier@dnr.wa.gov>; Carriker, Celia (DNR) <Celia.Carriker@dnr.wa.gov>; Klepl, Theresa (DNR) <THERESA.KLEPL@dnr.wa.gov>; Mesman, Annette (DNR) <ANNETTE.MESMAN@dnr.wa.gov>
Subject: RE: New Trust into Nature

Hello,

I was just advised to apply the percentage of Trust 43 as Trust 03. Trust 43 is Land Bank. Theresa received guidance to do that application from Division but she will find out more information if that is the direction we need to do in the future. So, we do not need to add Trust 43 into Nature anymore. Sorry for any inconvenience.

Thank you,

Cortney Coleman
Timber Sales/Silviculture Technician
Northwest Region
Washington State Department of Natural Resources
(360) 854-2838
Cortney.coleman@dnr.wa.gov
www.dnr.wa.gov

From: Kinsman, Carla (DNR) <Carla.Kinsman@dnr.wa.gov>
Sent: Thursday, October 6, 2022 10:35 AM
To: Coleman, Cortney (DNR) <Cortney.Coleman@dnr.wa.gov>
Subject: FW: New Trust into Nature

Hi Cortney,

Can you double check the trust code. DNR does not have a TRUST 43 ☹

Thanks,
Carla

ADMINISTRATIVE TRUSTS				
00	No Specific Trust (s)	Various		
13	Administrative Sites (s)	See footnote		
30	DOF (s)	001 75% 041 25%		
31	DSHS (s)	001 75% 041 25%		
32	DFW - Agriculture Leases (s)	001 75% 041 25%		
33	DFW - Oil and Gas Leases (s)	104 75% 041 25%		
34	PAROS (s)	200 75% 041 25%		
35	DOT (s)	100 100%		
39	DSHS Developmental Disabilities (s)	011 75% 041 25%		
40	Dept of Veterans Affairs (s)	001 75% 041 25%		
41	University Repeymnt (a, b)	001 23.50% 999 26.50% 054 17.86% 041 32.14%		
42	Forest Based Repeymnt (a, b)	001 23.50% 999 26.50% 054 17.86% 041 32.14%		
46	CEP & RI Transferred (s, b)	042 60% 041 31%		
47	Mitauakwee Road Corridor	001 100%		
48	Community Forest (S, T)	540 100%		
74	Natural Area Preserves (hab)	107 100%		
75	Natural Resource Conservation Areas (NRCA)	107 100%		
77	King County Water Pollution Control District (a, b)	999 75% 014 25%		

From: CROSIER, GRANT (DNR) <Grant.Crosier@dnr.wa.gov>
Sent: Thursday, October 6, 2022 10:31 AM
To: Carriker, Celia (DNR) <Celia.Carriker@dnr.wa.gov>; Kinsman, Carla (DNR) <Carla.Kinsman@dnr.wa.gov>
Cc: Coleman, Cortney (DNR) <Cortney.Coleman@dnr.wa.gov>; Childress, Sam (DNR) <Sam.Childress@dnr.wa.gov>
Subject: RE: New Trust into Nature

Carla, can you verify the trust? There are NO trust 43s in Nature.

Here are all of the trusts available for Skagit County already entered.

BE	Name of BE	Person Resp.
T0029	NO SPECIFIC TRUST - SKAGIT CO	PBAU490
T0129	F8 TRANSFER - SKAGIT CO	PBAU490
T0229	F8 PURCHASE - SKAGIT CO	PBAU490
T0329	COMM SCHOOL & INDEMN - SKAGIT CO	PBAU490
T0429	AGRICULTURAL SCHOOL - SKAGIT CO	PBAU490
T0529	UNIVERSITY TRANSFERR - SKAGIT CO	PBAU490
T0629	CEP & RI - SKAGIT CO	PBAU490
T0729	CAPITOL BUILDING - SKAGIT CO	PBAU490
T0829	NORMAL SCHOOL - SKAGIT CO	PBAU490
T0929	ESCHEAT - SKAGIT CO	PBAU490
T1029	SCIENTIFIC SCHOOL - SKAGIT CO	PBAU490
T1129	UNIVERSITY ORIGINAL - SKAGIT CO	PBAU490
T1229	COMM COLL FOREST RES - SKAGIT CO	PBAU490
T1329	ADMINISTRATIVE SITES - SKAGIT CO	PBAU490
T1529	BEDS OF NAVIG WATERS - SKAGIT CO	PBAU490
T2029	1ST CL TIDE/SHORELAND - SKAGIT CO	PBAU490
T2129	2ND CL TIDE/SHORELAND - SKAGIT CO	PBAU490
T2529	HARBOR AREAS - SKAGIT CO	PBAU490
T3129	DSHS - SKAGIT CO	PBAU490
T3229	DFW - AGRICUL LEASES -SKAGIT CO	PBAU490
T3329	DFW - OIL & GAS LEAS - SKAGIT CO	PBAU490
T3529	DOT - SKAGIT CO	PBAU490
T4129	UNIVERSITY REPYMENT - SKAGIT CO	PBAU490
T4629	CEP & RI TRANSFERRED - SKAGIT CO	PBAU490
T4829	COMMUNITY FOREST TRUST - SKAGIT CO	RHLL490
T7429	NAP - SKAGIT CO	PBAU490
T7529	NRCA - SKAGIT CO	PBAU490

Grant Crosier
Uplands Business Analyst and Application Developer
Agriculture Resources Unit
Product Sales & Leasing Division
Grant.crosier@dnr.wa.gov
360-902-1726
360-819-7117 (cell)

From: Carriker, Celia (DNR) <Celia.Carriker@dnr.wa.gov>
Sent: Thursday, October 6, 2022 10:18 AM
To: Kinsman, Carla (DNR) <Carla.Kinsman@dnr.wa.gov>; CROSIER, GRANT (DNR) <Grant.Crosier@dnr.wa.gov>
Cc: Coleman, Cortney (DNR) <Cortney.Coleman@dnr.wa.gov>
Subject: RE: New Trust into Nature

I don't enter those..... Grant, are you able to enter a new trust and county?

Thanks,
Celia

From: Kinsman, Carla (DNR) <Carla.Kinsman@dnr.wa.gov>
Sent: Thursday, October 6, 2022 10:17 AM
To: Carriker, Celia (DNR) <Celia.Carriker@dnr.wa.gov>
Cc: Coleman, Cortney (DNR) <Cortney.Coleman@dnr.wa.gov>
Subject: FW: New Trust into Nature

Good morning Celia,

Can you add the below trust code for Cortney?

Thanks a bunch! ☺
Carla

From: Coleman, Cortney (DNR) <Cortney.Coleman@dnr.wa.gov>
Sent: Wednesday, October 5, 2022 3:40 PM
To: Kinsman, Carla (DNR) <Carla.Kinsman@dnr.wa.gov>
Subject: New Trust into Nature

Hey Carla,

I have a sale that has the trust 43 in Skagit Co (29). I did not see it in Nature and was not sure who to reach out to, to help us input that into the system for us. ☺

Thank you very much and hope all is well!

Cortney Coleman
Timber Sales/Silviculture Technician
Northwest Region
Washington State Department of Natural Resources
(360) 854-2838

Cortney.coleman@dnr.wa.gov
www.dnr.wa.gov

Header Panel

Not Spatial

Washington\NORTHWEST\CLEAR LAKE\CLEAR LAKE\Decade - 2020\Fiscal Year - 2023\FY - Timber Sale (10)\NORTH CAVANAUGH - PLANNED

Admin CD

TS ID

Sale Name

Status

Acres

Plan Date

Auction Date

1940

59103

NORTH CAVANAUGH

PLANNED

157

03/29/2023

03/29/2023

Data View

FY - Timber Sale

Timber Sale ID	Timber Sale Name	Status	Planned Date	FPA No.	Pre-Sales Auction Date	Sale Acres	Timber Sale Lock	Comments	Documents
32094	MARBLE RYE	SOLD	07/27/2022	2818506	07/27/2022	141.2	Y		Yes
100886	MELODY THIN	PLANNED	04/26/2023		04/26/2023	404.3	Y		Yes
59103	NORTH CAVANAUGH	PLANNED	03/29/2023	2818853	03/29/2023	156.8	Y		Yes

FY - Timber Sale FMA Volume

FY - Timber Sale FMAs

FY - Timber Sale Volume

Activity ID	Activity Name	Activity Type	Technique	Crew	Status	Salvage	Land Class	Planned Date
309962	NORTH CAVANAUGH 1A	TIM_HARV	VRH	PURCHASER	PLANNED	N	UPLAND	03/29/2023
310000	NORTH CAVANAUGH 1B	TIM_HARV	VRH	PURCHASER	PLANNED	N	UPLAND	03/29/2023
331788	NORTH CAVANAUGH 1C	TIM_HARV	COMMRCL_THIN	PURCHASER	PLANNED	N	UPLAND	03/29/2023
332817	NORTH CAVANAUGH 1C RMZ 1	TIM_HARV	COMMRCL_THIN	PURCHASER	PLANNED	N	RIPARIAN	03/29/2023
332818	NORTH CAVANAUGH 1C RMZ 2	TIM_HARV	COMMRCL_THIN	PURCHASER	PLANNED	N	RIPARIAN	03/29/2023
331789	NORTH CAVANAUGH 2A	TIM_HARV	VRH	PURCHASER	PLANNED	N	UPLAND	03/29/2023
331790	NORTH CAVANAUGH 2B	TIM_HARV	VRH	PURCHASER	PLANNED	N	UPLAND	03/29/2023
331791	NORTH CAVANAUGH 3	TIM_HARV	VRH	PURCHASER	PLANNED	N	UPLAND	03/29/2023
331792	NORTH CAVANAUGH 4	TIM_HARV	VRH	PURCHASER	PLANNED	N	UPLAND	03/29/2023
331793	NORTH CAVANAUGH ROW 1	TIM_HARV	LAND_USE_CON	PURCHASER	PLANNED	N	NOT_APPLICAB	03/29/2023
331794	NORTH CAVANAUGH ROW 2	TIM_HARV	LAND_USE_CON	PURCHASER	PLANNED	N	NOT_APPLICAB	03/29/2023
331795	NORTH CAVANAUGH ROW 3	TIM_HARV	LAND_USE_CON	PURCHASER	PLANNED	N	NOT_APPLICAB	03/29/2023

User:TKLE490.IMF MF

No Edits

2/2/2023

FY - Harvest FY - Harvest Method FY - Harvest Volume FY - Tasks FY - Objectives FY - FMA Overlap FY - RsFRIS FY - Special Concerns FY - Ownership						
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres
309962	1	State Forest Transfer	1	State Forest Transfer	Skagit	15.3











FY - Harvest	FY - Harvest Method	FY - Harvest Volume	FY - SDI	FY - Tasks	FY - Objectives	FY - FMA Overlap	FY - RsFRIS	FY - Special Concerns	FY - Ownership
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres			
310000	3	Common School and Indemnity	3	Common School and Indemnity	Skagit	13.0			
310000	1	State Forest Transfer	1	State Forest Transfer	Skagit	3.6			

FY - Harvest	FY - Harvest Method	FY - Harvest Volume	FY - SDI	FY - Tasks	FY - Objectives	FY - FMA Overlap	FY - RsFRIS	FY - Special Concerns	FY - Ownership
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres			
331788	1	State Forest Transfer	1	State Forest Transfer	Skagit	54.4			











FY - Harvest	FY - Harvest Method	FY - Harvest Volume	FY - SDI	FY - Tasks	FY - Objectives	FY - FMA Overlap	FY - RsFRIS	FY - Special Concerns	FY - Ownership
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres			
332817	1	State Forest Transfer	1	State Forest Transfer	Skagit	4.1			

FY - Harvest	FY - Harvest Method	FY - Harvest Volume	FY - SDI	FY - Tasks	FY - Objectives	FY - FMA Overlap	FY - RsFRIS	FY - Special Concerns	FY - Ownership
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres			
332818	1	State Forest Transfer	1	State Forest Transfer	Skagit	0.9			











FY - Harvest	FY - Harvest Method	FY - Harvest Volume	FY - SDI	FY - Tasks	FY - Objectives	FY - FMA Overlap	FY - RsFRIS	FY - Special Concerns	FY - Ownership
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres			
331789	3	Common School and Indemnity	3	Common School and Indemnity	Skagit	11.3			
331789	1	State Forest Transfer	1	State Forest Transfer	Skagit	21.1			

 FY - Harvest	 FY - Harvest Method	 FY - Harvest Volume	 FY - SDI	 FY - Tasks	 FY - Objectives	 FY - FMA Overlap	 FY - RsFRIS	 FY - Special Concerns	 FY - Ownership
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




Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres
331790	3	Common School and Indemnity	3	Common School and Indemnity	Skagit	6.8

 FY - Harvest	 FY - Harvest Method	 FY - Harvest Volume	 FY - SDI	 FY - Tasks	 FY - Objectives	 FY - FMA Overlap	 FY - RsFRIS	 FY - Special Concerns	 FY - Ownership
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Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres
331791	1	State Forest Transfer	1	State Forest Transfer	Skagit	17.0

 FY - Harvest	 FY - Harvest Method	 FY - Harvest Volume	 FY - SDI	 FY - Tasks	 FY - Objectives	 FY - FMA Overlap	 FY - RsFRIS	 FY - Special Concerns	 FY - Ownership
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Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres
331792	3	Common School and Indemnity	3	Common School and Indemnity	Skagit	0.4
331792	1	State Forest Transfer	1	State Forest Transfer	Skagit	4.3

 FY - Harvest	 FY - Harvest Method	 FY - Harvest Volume	 FY - SDI	 FY - Tasks	 FY - Objectives	 FY - FMA Overlap	 FY - RsFRIS	 FY - Special Concerns	 FY - Ownership
--	---	---	--	--	--	--	---	---	--

Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres
331793	1	State Forest Transfer	1	State Forest Transfer	Skagit	3.0

FY - Harvest	FY - Harvest Method	FY - Harvest Volume	FY - SDI	FY - Tasks	FY - Objectives	FY - FMA Overlap	FY - RsFRIS	FY - Special Concerns	FY - Ownership
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres			
331794	1	State Forest Transfer	1	State Forest Transfer	Skagit	0.4			
331794	3	Common School and Indemnity	3	Common School and Indemnity	Skagit	0.4			

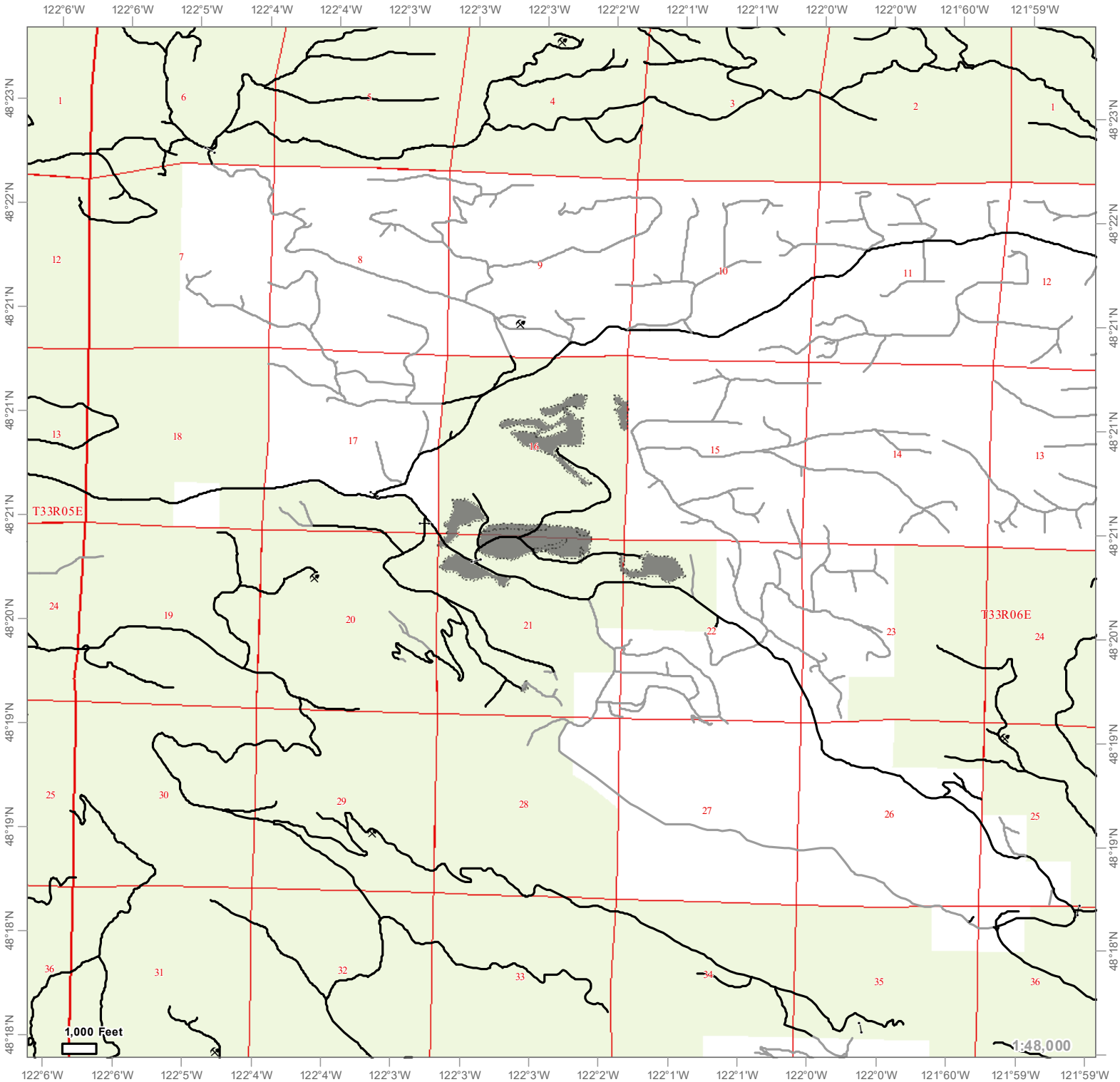
FY - Harvest	FY - Harvest Method	FY - Harvest Volume	FY - SDI	FY - Tasks	FY - Objectives	FY - FMA Overlap	FY - RsFRIS	FY - Special Concerns	FY - Ownership
Activity ID	Surface Trust CD	Surface Trust	Timber Trust CD	Timber Trust	County	Overlap Acres			
331795	43	Land Bank	43	Land Bank	Skagit	0.7			

NORTH CAVANAUGH

Timber Sale Review Map

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 156.8
SALE STATUS: PLANNED



Forest Management Activity

DNR Managed Timber Lands

Public Land Survey Townships

Public Land Survey Sections

DNR Active Roads

Non-DNR Roads

Gates

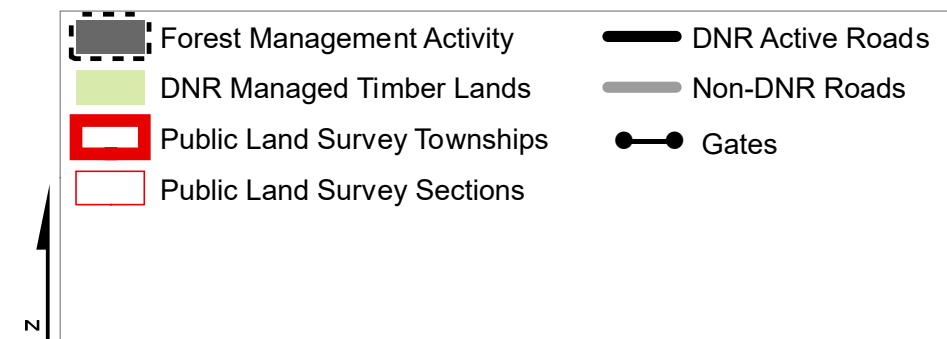
Existing Rock Pit

Activity ID	Activity Name	Area (ac)
309962	NORTH CAVANAUGH 1A	15.3
310000	NORTH CAVANAUGH 1B	16.6
331788	NORTH CAVANAUGH 1C	54.4
331789	NORTH CAVANAUGH 2A	32.4
331790	NORTH CAVANAUGH 2B	6.8
331791	NORTH CAVANAUGH 3	17
331792	NORTH CAVANAUGH 4	4.8
331793	NORTH CAVANAUGH ROW 1	3
331794	NORTH CAVANAUGH ROW 2	8
331795	NORTH CAVANAUGH ROW 3	7
332817	NORTH CAVANAUGH 1C RMZ 1	4.1
332818	NORTH CAVANAUGH 1C RMZ 2	9

Prepared By: TKLE490
Creation Date: 2/2/2023

Timber Sale Review Map

SALE ID:	59103
SALE AREA:	3
SALE STATUS:	PLANNED



Activity ID	Activity Name	Area (ac)
331793	NORTH CAVANAUGH ROW 1	3

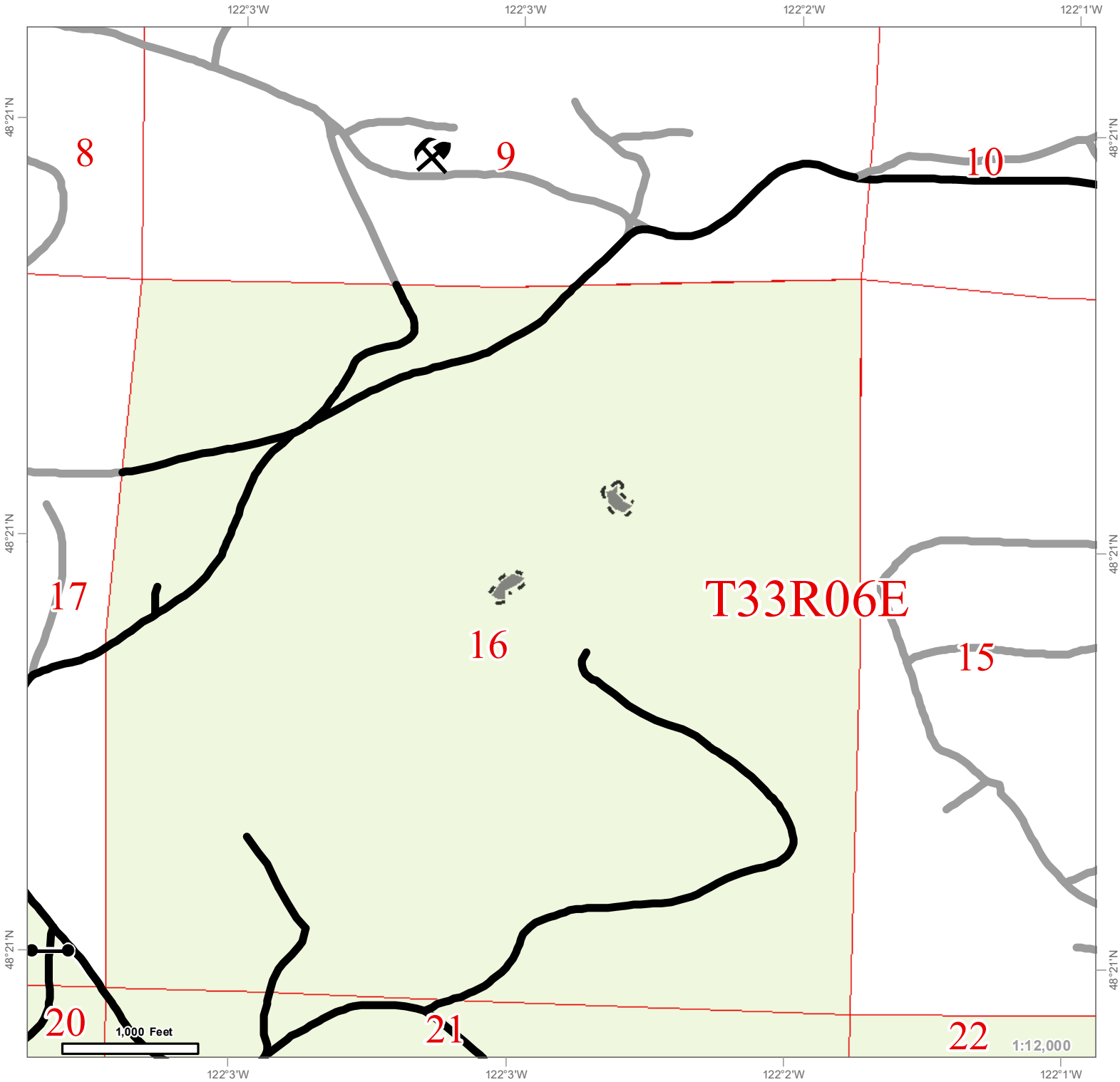
Prepared By: TKLE490
Creation Date: 12/15/2022









NORTH CAVANAUGH

Timber Sale Review Map

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 0.8
SALE STATUS: PLANNED



- | | |
|---|---|
|  Forest Management Activity |  DNR Active Roads |
|  DNR Managed Timber Lands |  Non-DNR Roads |
|  Public Land Survey Townships |  Gates |
|  Public Land Survey Sections |  Existing Rock Pit |

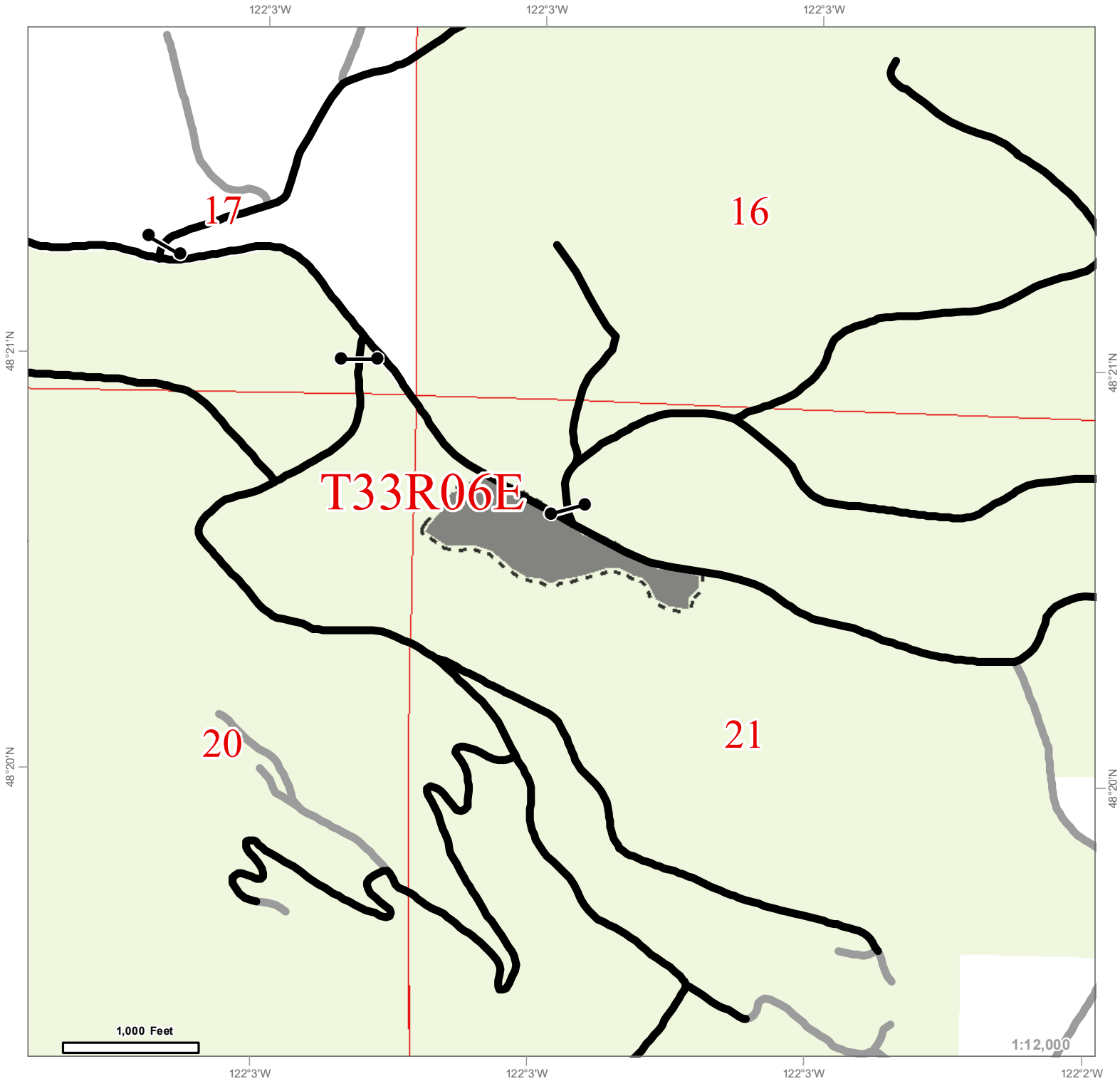
Activity ID	Activity Name	Area (ac)
331794	NORTH CAVANAUGH ROW 2	.8


NORTH CAVANAUGH


Timber Sale Review Map


REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE


SALE ID: 59103
SALE AREA: 15.3
SALE STATUS: PLANNED





**Forest Management Activity**


**DNR Managed Timber Lands**


**Public Land Survey Townships**

**Public Land Survey Sections**

**DNR Active Roads**

**Non-DNR Roads**

**Gates**



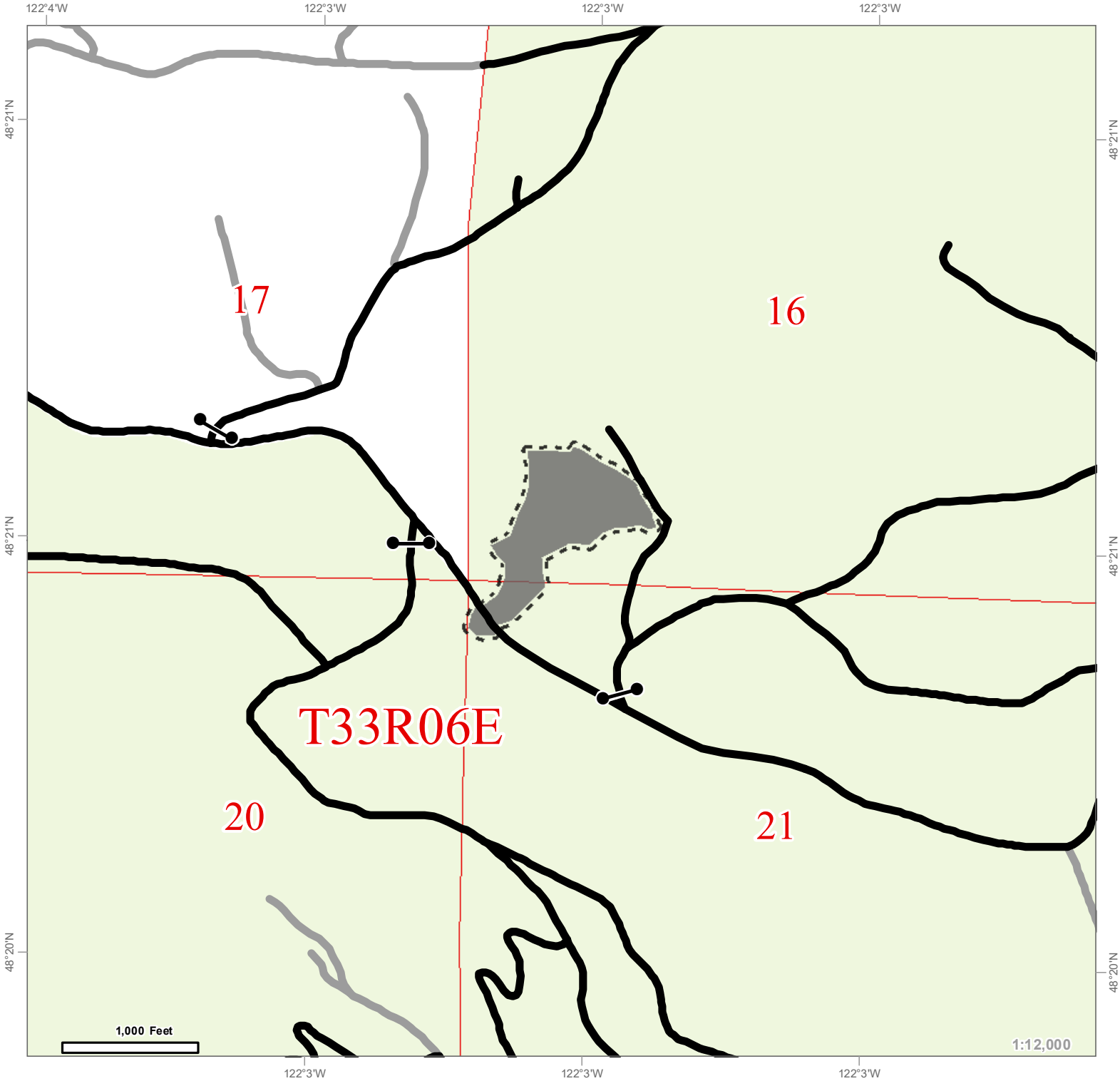
Activity ID	Activity Name	Area (ac)
309962	NORTH CAVANAUGH 1A	15.3

NORTH CAVANAUGH

Timber Sale Review Map

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 16.6
SALE STATUS: PLANNED



Forest Management Activity
 DNR Active Roads

DNR Managed Timber Lands
 Non-DNR Roads

Public Land Survey Townships
 Gates

Public Land Survey Sections

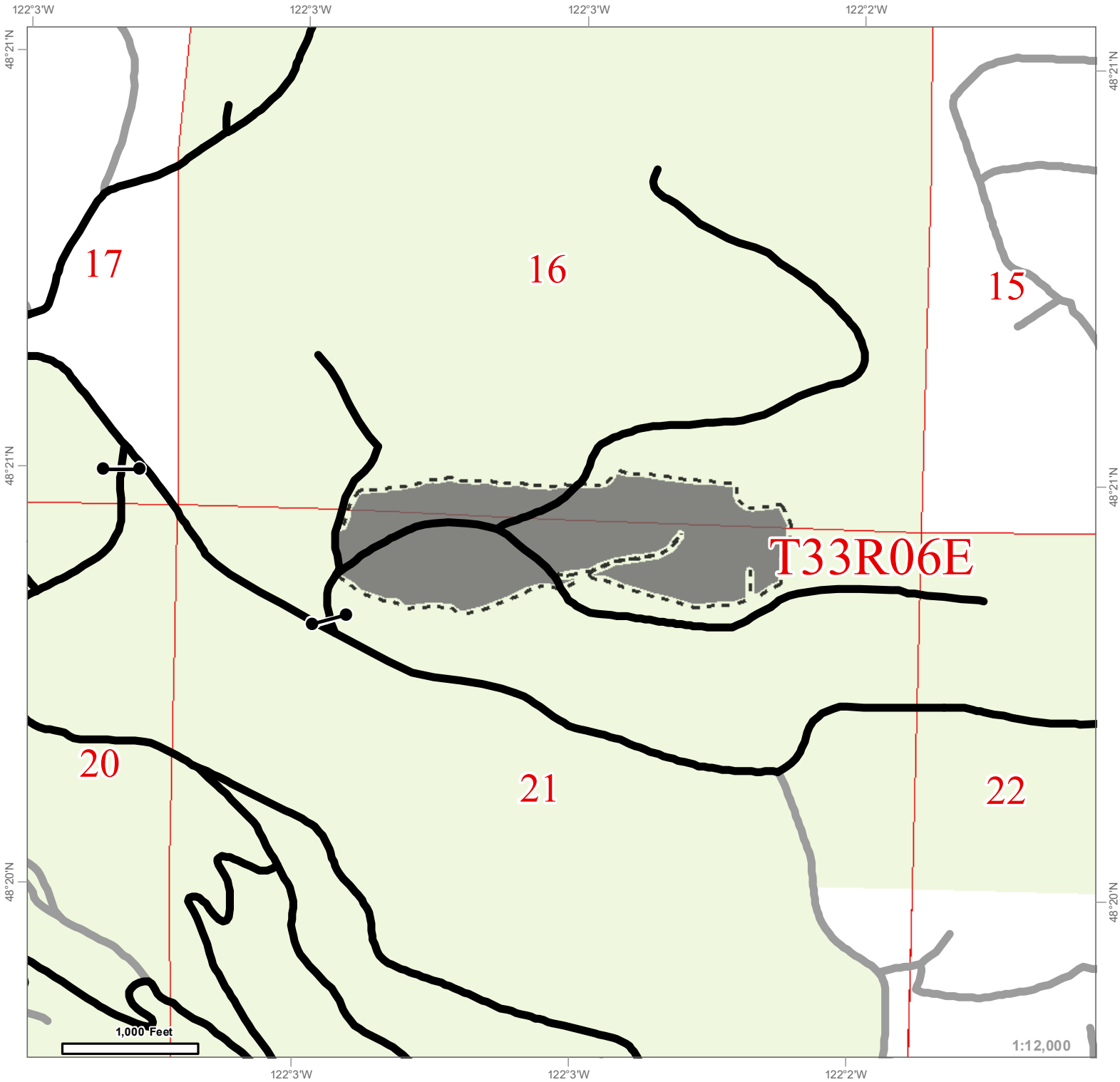
Activity ID	Activity Name	Area (ac)
310000	NORTH CAVANAUGH 1B	16.6


NORTH CAVANAUGH

Timber Sale Review Map


REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 54.4
SALE STATUS: PLANNED







Forest Management Activity




DNR Managed Timber Lands




Public Land Survey Townships




Public Land Survey Sections




DNR Active Roads



Non-DNR Roads



Gates



N

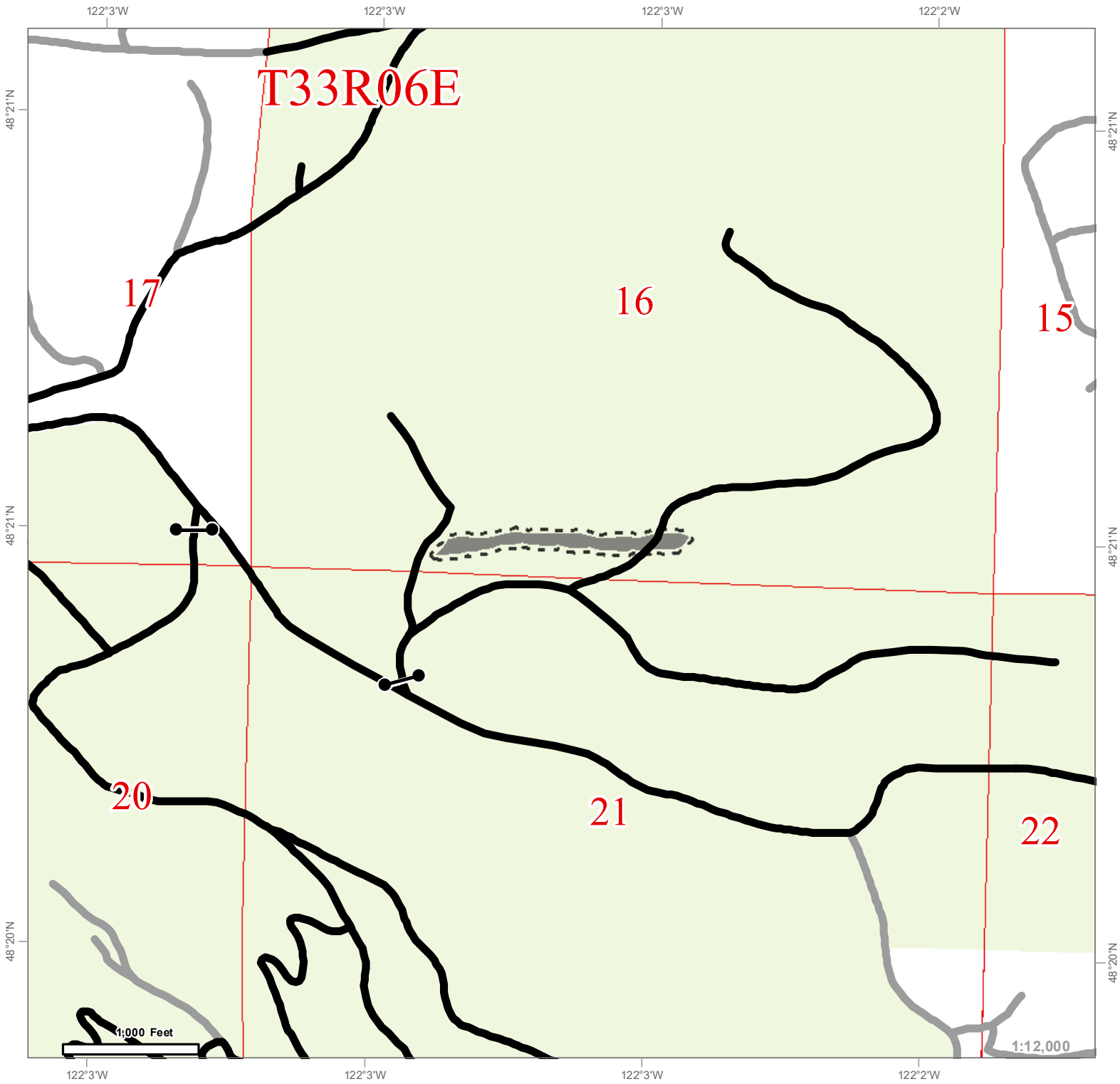
Activity ID	Activity Name	Area (ac)
331788	NORTH CAVANAUGH 1C	54.4

NORTH CAVANAUGH

Timber Sale Review Map

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 4.1
SALE STATUS: PLANNED



Forest Management Activity

DNR Managed Timber Lands

Public Land Survey Townships

Public Land Survey Sections

DNR Active Roads

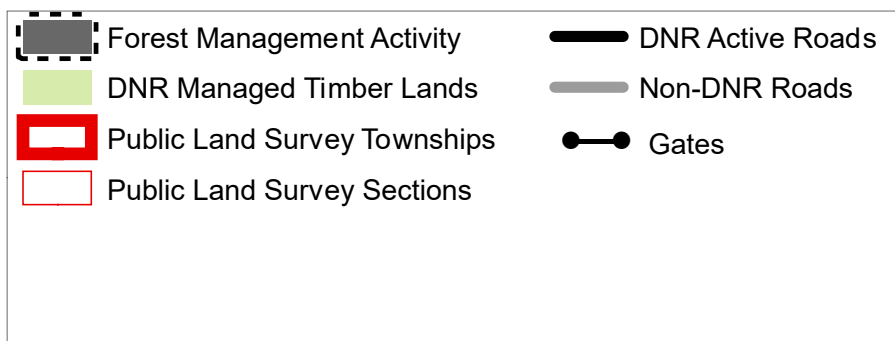
Non-DNR Roads

Gates

Activity ID	Activity Name	Area (ac)
332817	NORTH CAVANAUGH 1C RMZ	4.1

Timber Sale Review Map

SALE ID:	59103
SALE AREA:	0.9
SALE STATUS:	PLANNED



Activity ID	Activity Name	Area (ac)
332818	NORTH CAVANAUGH 1C RMZ 2	.9

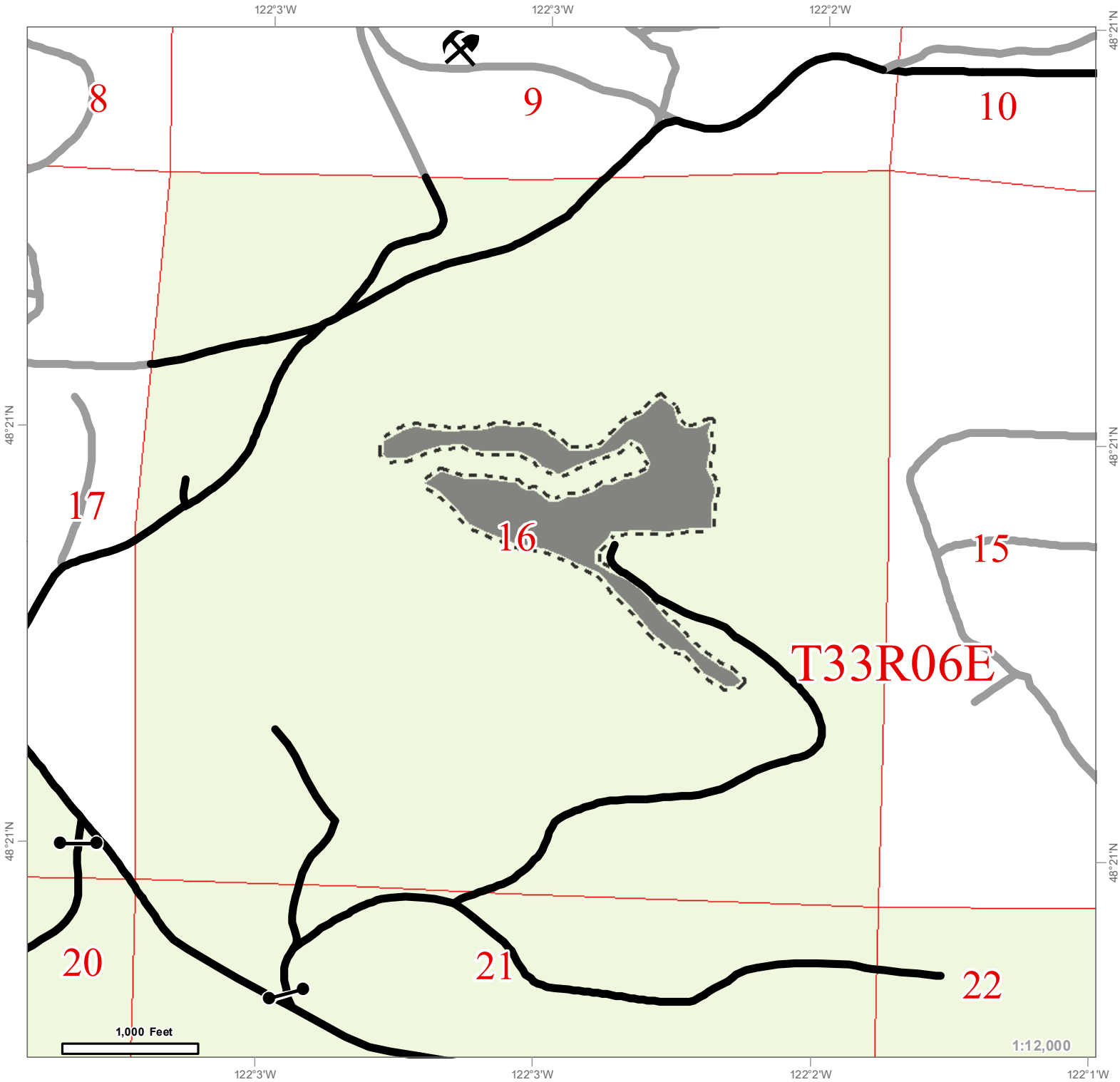
Prepared By: TKLE490
Creation Date: 12/15/2022


NORTH CAVANAUGH

Timber Sale Review Map


REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 32.4
SALE STATUS: PLANNED







Forest Management Activity




DNR Managed Timber Lands




Public Land Survey Townships




Public Land Survey Sections




DNR Active Roads




Non-DNR Roads



Gates



Existing Rock Pit



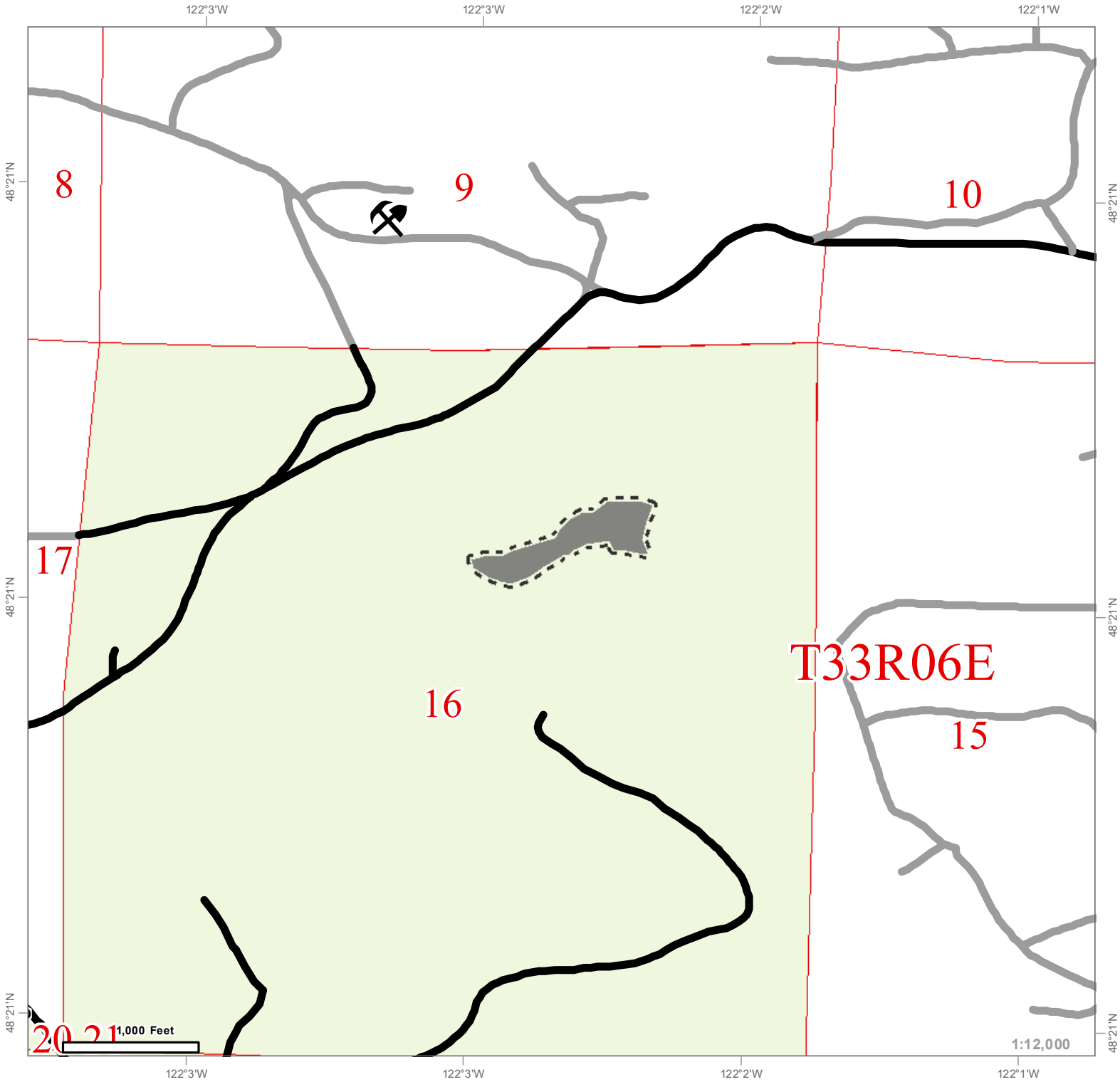
Activity ID	Activity Name	Area (ac)
331789	NORTH CAVANAUGH 2A	32.4


NORTH CAVANAUGH

Timber Sale Review Map


REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 6.8
SALE STATUS: PLANNED







Forest Management Activity




DNR Managed Timber Lands




Public Land Survey Townships




Public Land Survey Sections




DNR Active Roads




Non-DNR Roads



Gates



Existing Rock Pit



N

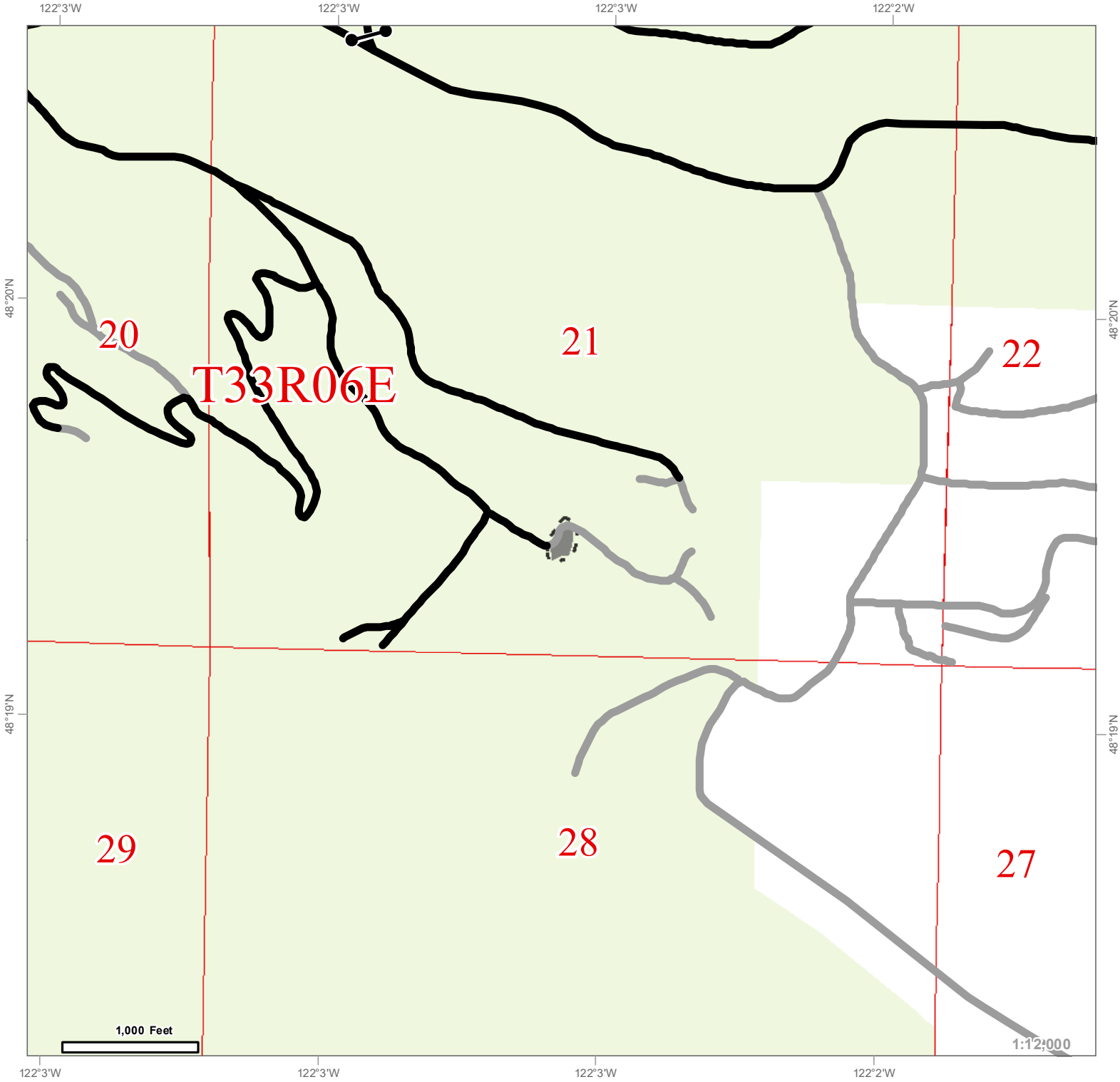
Activity ID	Activity Name	Area (ac)
331790	NORTH CAVANAUGH 2B	6.83990385

NORTH CAVANAUGH

Timber Sale Review Map

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 0.7
SALE STATUS: PLANNED



- Forest Management Activity
- DNR Managed Timber Lands
- Public Land Survey Townships
- Public Land Survey Sections
- DNR Active Roads
- Non-DNR Roads
- Gates

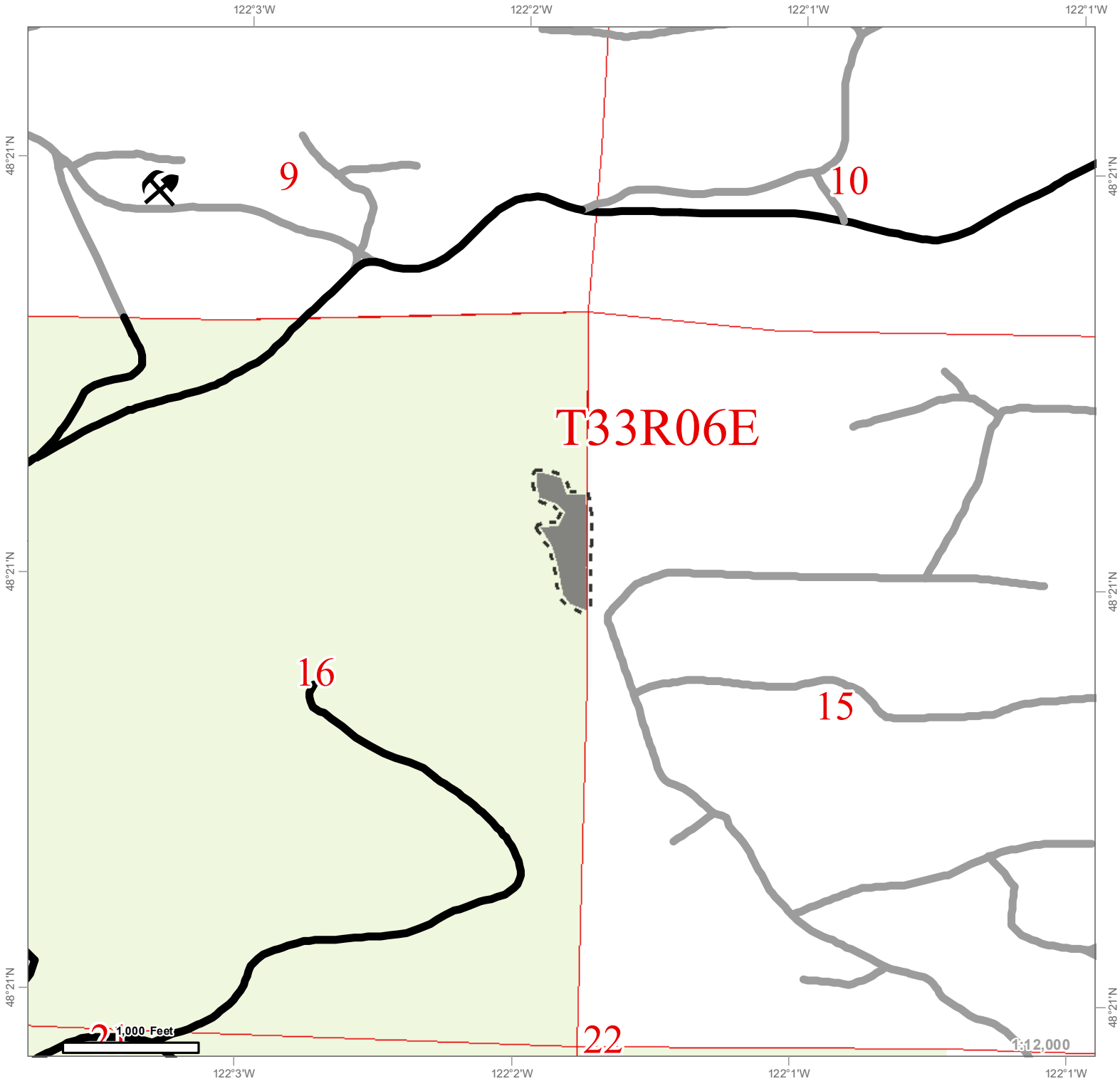
Activity ID	Activity Name	Area (ac)
331795	NORTH CAVANAUGH ROW 3	.7

NORTH CAVANAUGH

Timber Sale Review Map

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
ADMIN: CLEAR LAKE

SALE ID: 59103
SALE AREA: 4.8
SALE STATUS: PLANNED



- Forest Management Activity
- DNR Managed Timber Lands
- Public Land Survey Townships
- Public Land Survey Sections
- DNR Active Roads
- Non-DNR Roads
- Existing Rock Pit

Activity ID	Activity Name	Area (ac)
331792	NORTH CAVANAUGH 4	4.8

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

Extension Per Acre Charge Worksheet

Agreement No.:

Sale Name:

Region:

Sale Method:

Harvest Type:

Geographic Area:

Site Class (westside only):

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

Westside PC/Thin		Westside Evenage		Eastside PC/Thin		Eastside Evenage	
scale	lump	scale	lump	scale	lump	scale	lump
	0.00						
	133.97						
	6.70						
\$0.00	\$140.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Per Acre Charge:

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

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

Extension Per Acre Charge Worksheet

Agreement No.:

Sale Name:

Region:

Sale Method:

Harvest Type:

Geographic Area:

Site Class (westside only):

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

Westside PC/Thin		Westside Evenage		Eastside PC/Thin		Eastside Evenage	
scale	lump	scale	lump	scale	lump	scale	lump
			15.00				
			920.45				
			46.02				
\$0.00	\$0.00	\$0.00	\$981.47	\$0.00	\$0.00	\$0.00	\$0.00

Total Per Acre Charge:

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

PRE-CRUISE NARRATIVE

Sale Name: North Cavanaugh	Region: Northwest
Agreement #: 30-103173	District: Clear Lake
Contact Forester: Jack Armstrong Phone / Location: 360-982-1567	County(s): Skagit
Alternate Contact: Grant Becker Phone / Location: 360-595-3448	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based	See Logging Plan Map

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (ROW 1 within unit)		
1A	Sec 21, T33, R06E	01/43	15.3	0.0	0.6	0.0	0.0	14.7	GPS (Garmin)
1B	Sec 16, 21, T33, R06E	01/03	16.6	0.0	0.8	0.3	0.0	15.5	GPS (Garmin)
1C	Sec 16, 21, T33, R06E	01	61.0	0.0	0.0	4.0	1.1	55.9	GPS (Garmin)
2A	Sec 16, T33, R06E	01/03	32.4	0.0	1.4	0.0	0.0	31.0	GPS (Garmin)
2B	Sec 16, T33, R06E	03	6.8	0.0	0.0	0.0	0.0	6.8	GPS (Garmin)
3	Sec 21, 22, T33, R06E	01	17.0	0.0	0.5	0.0	0.0	16.5	GPS (Garmin)
4	Sec 16, T33, R06E	01/03	4.8	0.0	0.1	0.0	0.0	4.7	GPS (Garmin)
ROW1	Sec 21, 22, T33, R06E	01	2.6	0.0	0.0	0.0	0.0	2.6	Combination
ROW2	Sec 16, T33, R06E	01/03	0.8	0.0	0.0	0.0	0.0	0.8	GPS (Garmin)
ROW3	Sec 21, T33, R06E	43	0.7	0.0	0.0	0.0	0.0	0.7	GPS (Garmin)
TOTAL ACRES			158.0	0.0	3.4	4.3	1.1	149.2	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1A	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags and Lake Cavanaugh Road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	123 total leave trees (108 clumped, 15 dispersed) are marked with yellow leave tree area tags and/or blue paint.
1B	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags and Lake Cavanaugh Road. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	134 total leave trees (126 clumped, 8 dispersed) are marked with yellow leave tree area tags and/or blue paint.
1C	Commercial Thinning (CT) , take all trees as described in Schedule B, bounded by white "Timber Sale Boundary" tags and NC-01 road.	None	N/A
2A	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	262 total leave trees (224 clumped, 38 dispersed) are marked with yellow leave tree area tags and/or blue paint.
2B	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	55 total leave trees (55 dispersed) are marked with yellow leave tree area tags and/or blue paint.
3	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	145 total leave trees (128 clumped, 17 dispersed) are marked with yellow leave tree area tags and/or blue paint.
4	Variable Retention Harvest (VRH), take all trees bounded by white "Timber Sale Boundary" tags and pink and purple painted Last Take Trees. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	36 total leave trees (31 clumped, 5 dispersed) are marked with yellow leave tree area tags and/or blue paint.

ROW1	Right-of-Way, take all trees within 30 feet of the road centerline or all trees bound by orange Right-of-Way Tags.	None	
ROW2	Right-of-Way, take all trees bound by orange Right-of-Way Tags.	None	
ROW3	ROW for rock pit. Take all trees bound by orange Right-of-Way tags.	None	

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1A	WH-RC / 632 MBF	Lake Cavanaugh Road	Traverse and vicinity maps are attached
1B	WH-RC / 668 MBF	North Cavanaugh Mainline off Lake Cavanaugh Road. F1-3 required	
1C	WH-DF/ 559 MBF		
2A	WH-DF / 1,302 MBF		
2B	WH-DF / 306 MBF		
3	WH-DF / 710 MBF		
4	WH-DF / 212 MBF		
ROW1	DF-WH / 21 MBF		
ROW2	WH-DF / 34 MBF		
ROW3	DF-WH / 8 MBF	Lake Creek Mainline off Lake Cavanaugh Road. F1-3 required	
TOTAL MBF	4,451 MBF		

REMARKS:**Directions:**

From the junction of Highway 20 and Highway 9 in Sedro-Woolley, travel south 11.6 miles on Highway 9 to Lake Cavanaugh road. Travel east on Lake Cavanaugh road for 9.5 miles to NC-ML gate on the north side of Lake Cavanaugh road.

Unit 1A

At the NC-ML gate, Unit 1A is on the south side of Lake Cavanaugh road.

Unit 1B

From the NC-ML gate, travel 0.1 miles, take the left fork onto the NC-01, follow for 0.2 miles to the unit.

Unit 1C

From the NC-ML gate, travel 0.3 miles on the NC-ML, you have arrived in the middle of unit 1C.

Unit 2A, 2B

From the NC-ML gate, travel 1.3 miles on the NC-ML to units 2A and 2B.

Unit 3

From the NC-ML gate, travel 0.3 miles on the NC-ML, take the right fork onto the NC-03, travel 0.7 miles to unit 3.

Unit 4

From the NC-ML gate, travel east on North Cavanaugh road for 0.7 miles. Continue on North Shore drive 1.0 miles to the Bamboo Mainline. Follow Bamboo Mainline for 1.5 miles to unit 4.

Acquisition Pit

From the NC-ML gate, travel 0.4 miles west on North Cavanaugh road to the LK-ML gate on the south side of Lake Cavanaugh road. Travel 1.4 miles on LK-ML to Acquisition Pit.

Existing road acres calculated using GIS measure tool.

Existing road acres in Unit 1B: $200 \text{ ft.} \times 60 \text{ ft.} = 12,000 \text{ sq. ft.} / 43,560 \text{ sq. ft.} / \text{acre} = 0.3 \text{ acres}$

Existing road acres in Unit 1C: NC-ML & NC-03, $2630 \text{ ft.} \times 60 \text{ ft.} = 157,800 \text{ sq. ft.} / 43,560 \text{ sq. ft.} / \text{acre} = 3.6 \text{ acres}$

NC-0301, $960 \text{ ft.} \times 20 \text{ ft.} = 19,200 \text{ sq. ft.} / 43,560 \text{ sq. ft.} / \text{acre} = 0.4 \text{ acres}$

See traverse and vicinity maps for more detail.

Right of way acreages were accounted for by length multiplied by width.

Prepared By: Jack Armstrong
Date: 8/8/2022

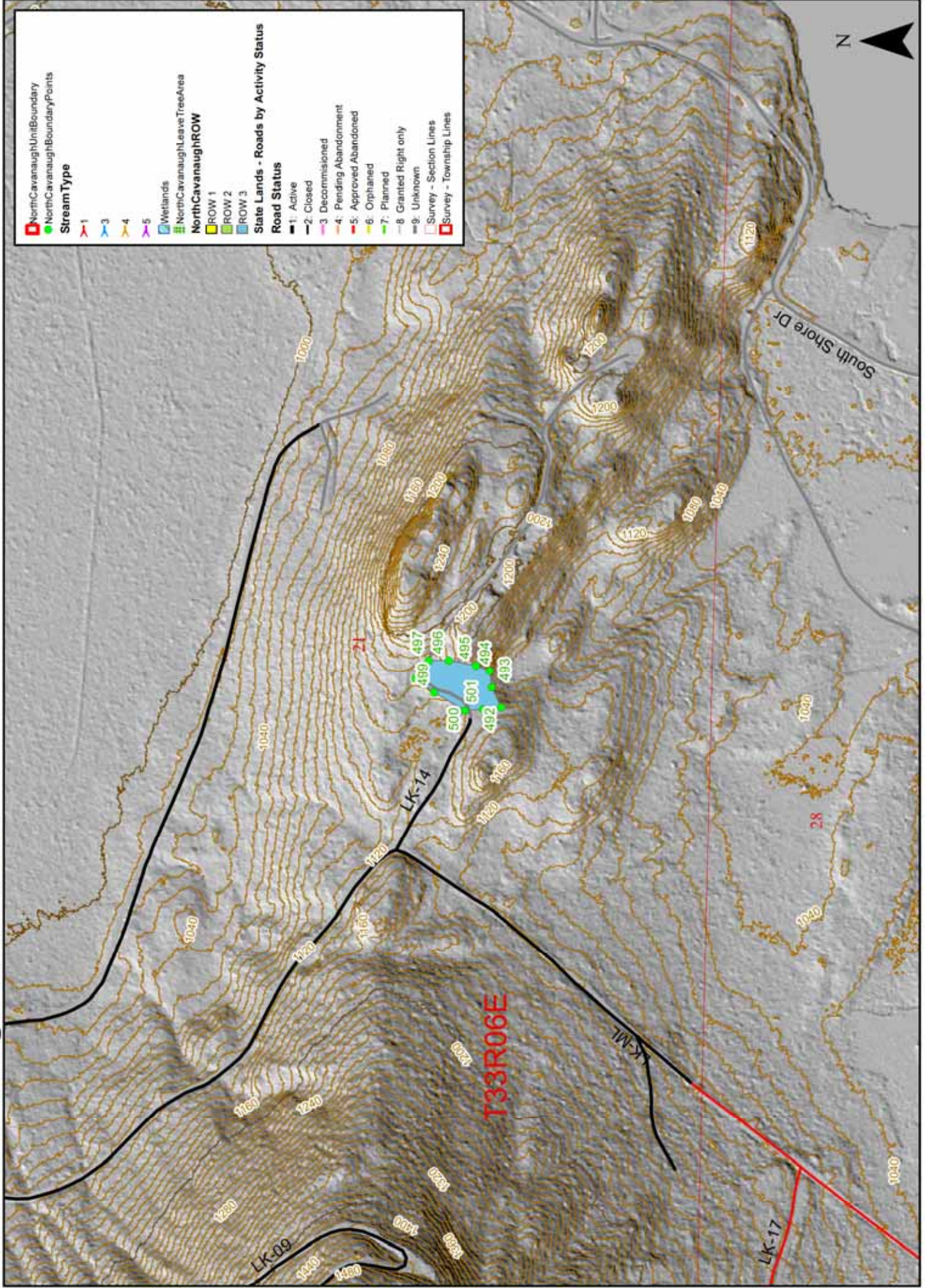
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CC:

North Cavanaugh Timber Sale

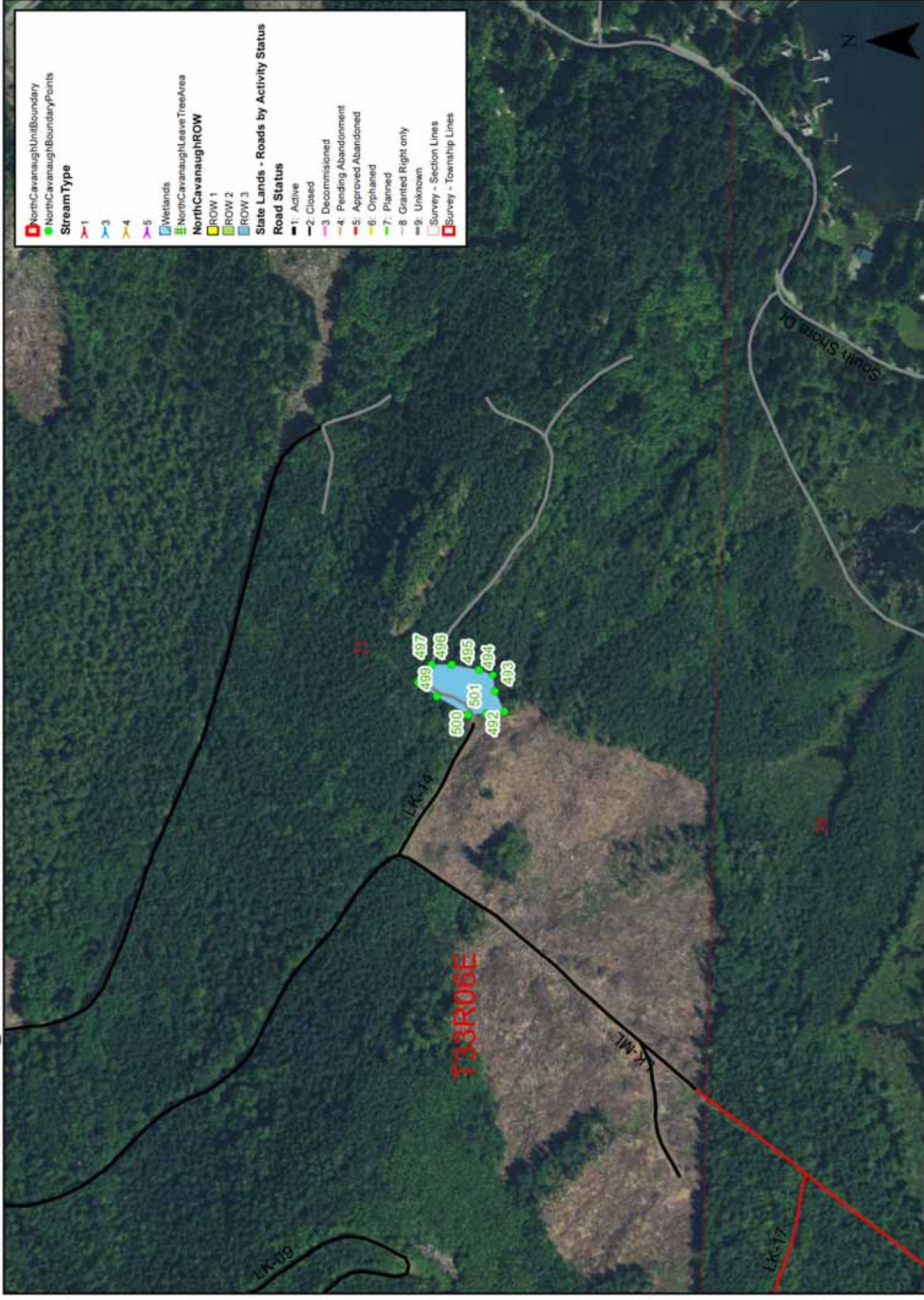
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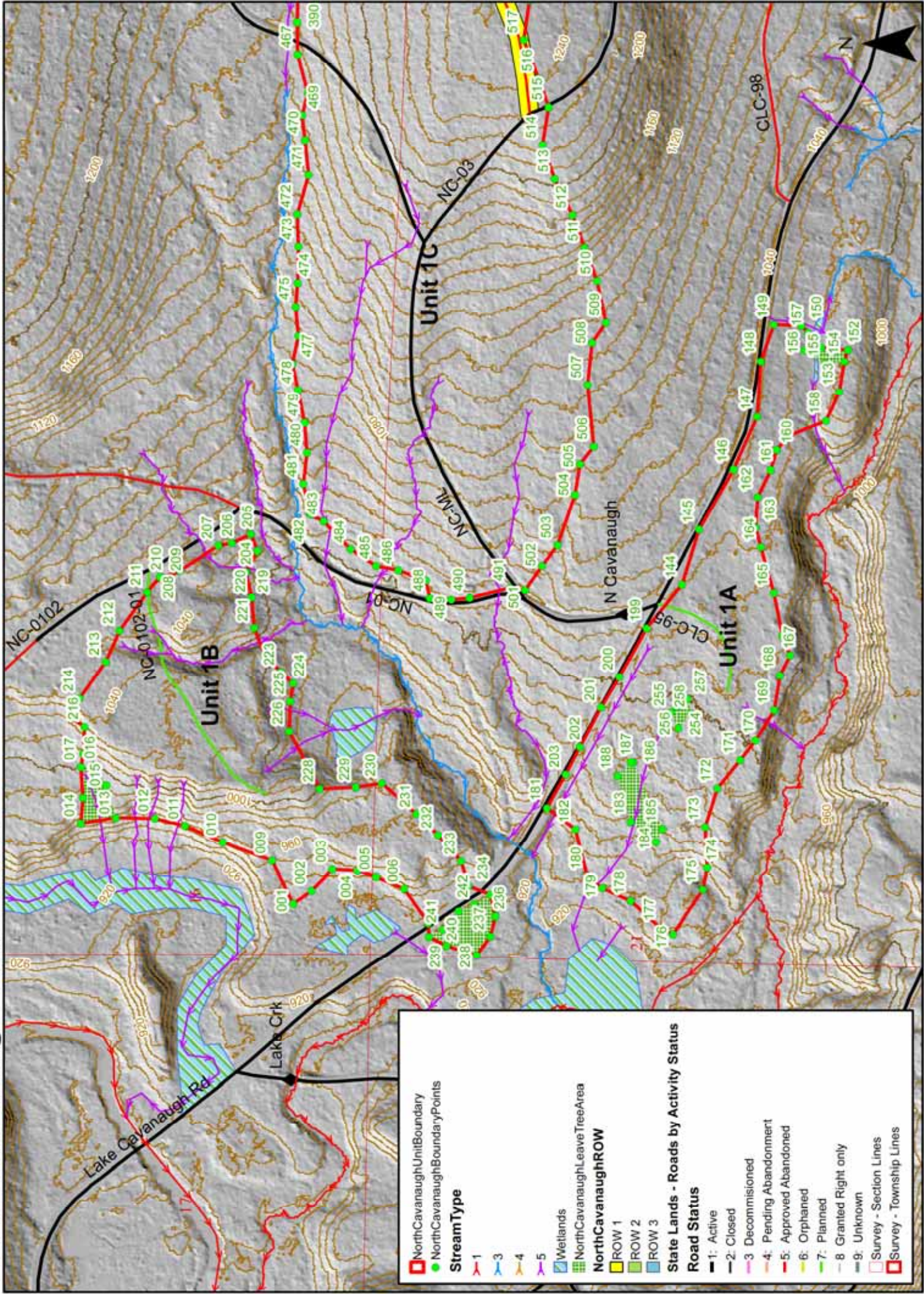
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North Cavanaugh Timber Sale

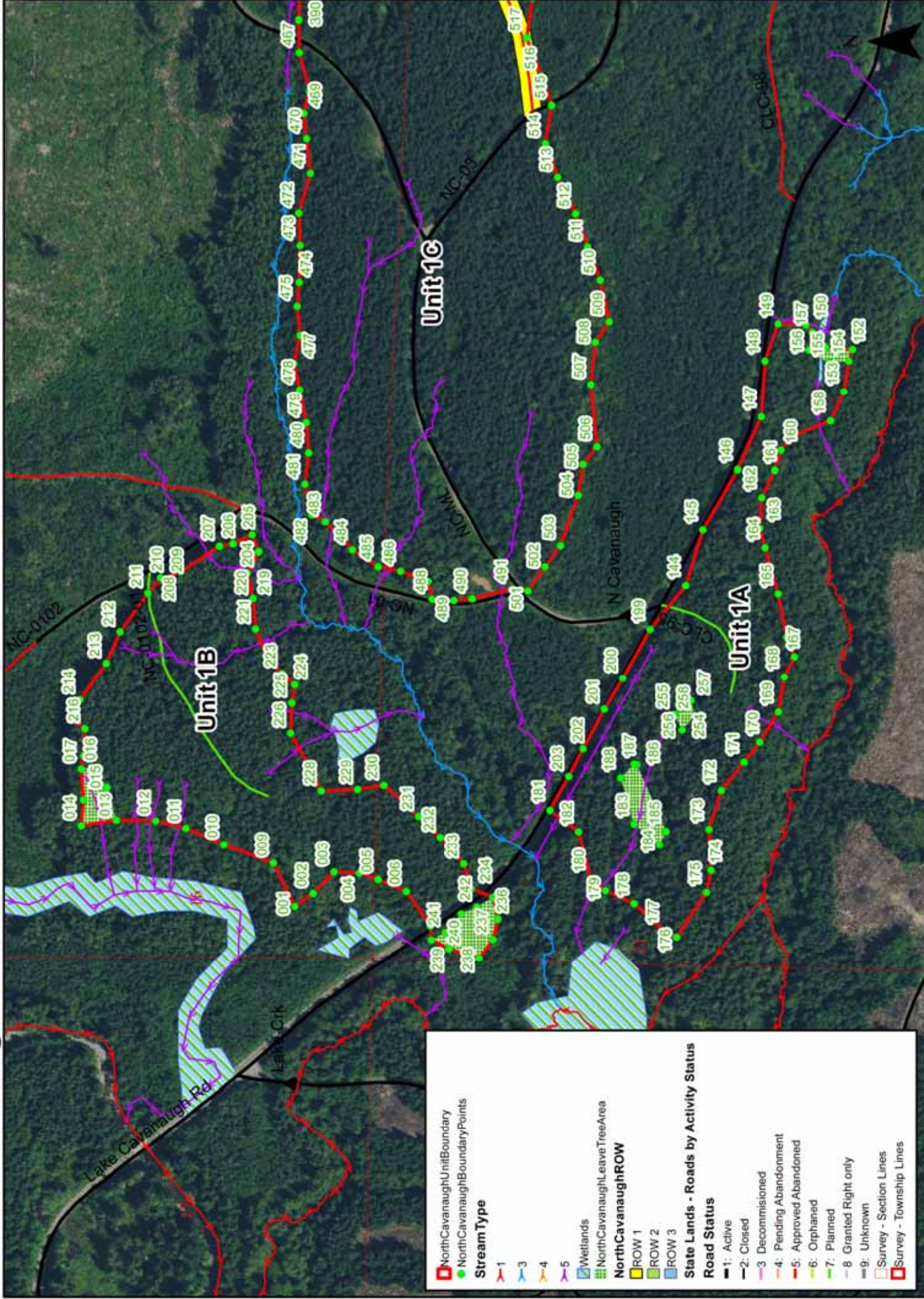
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North Cavanaugh Timber Sale

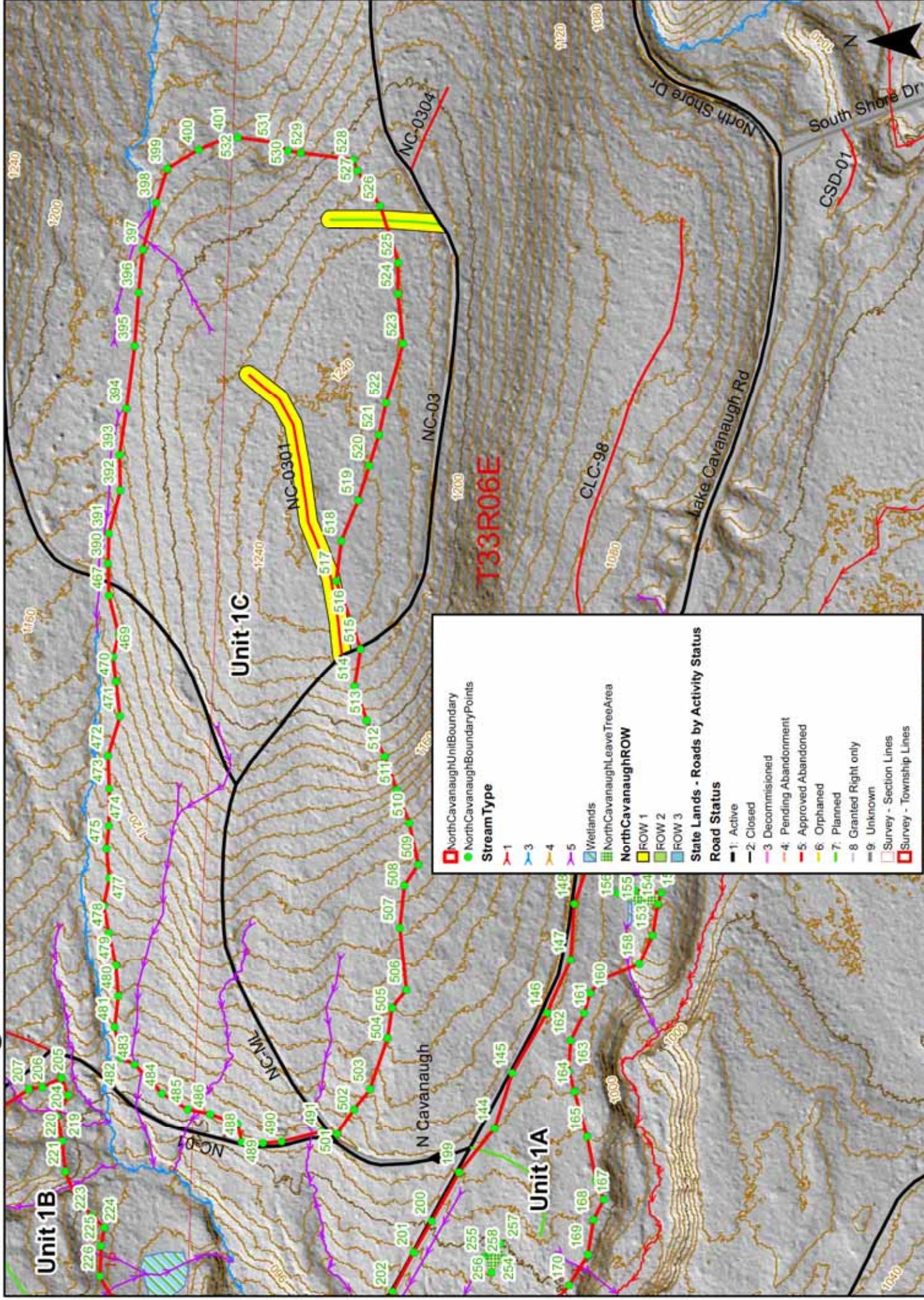
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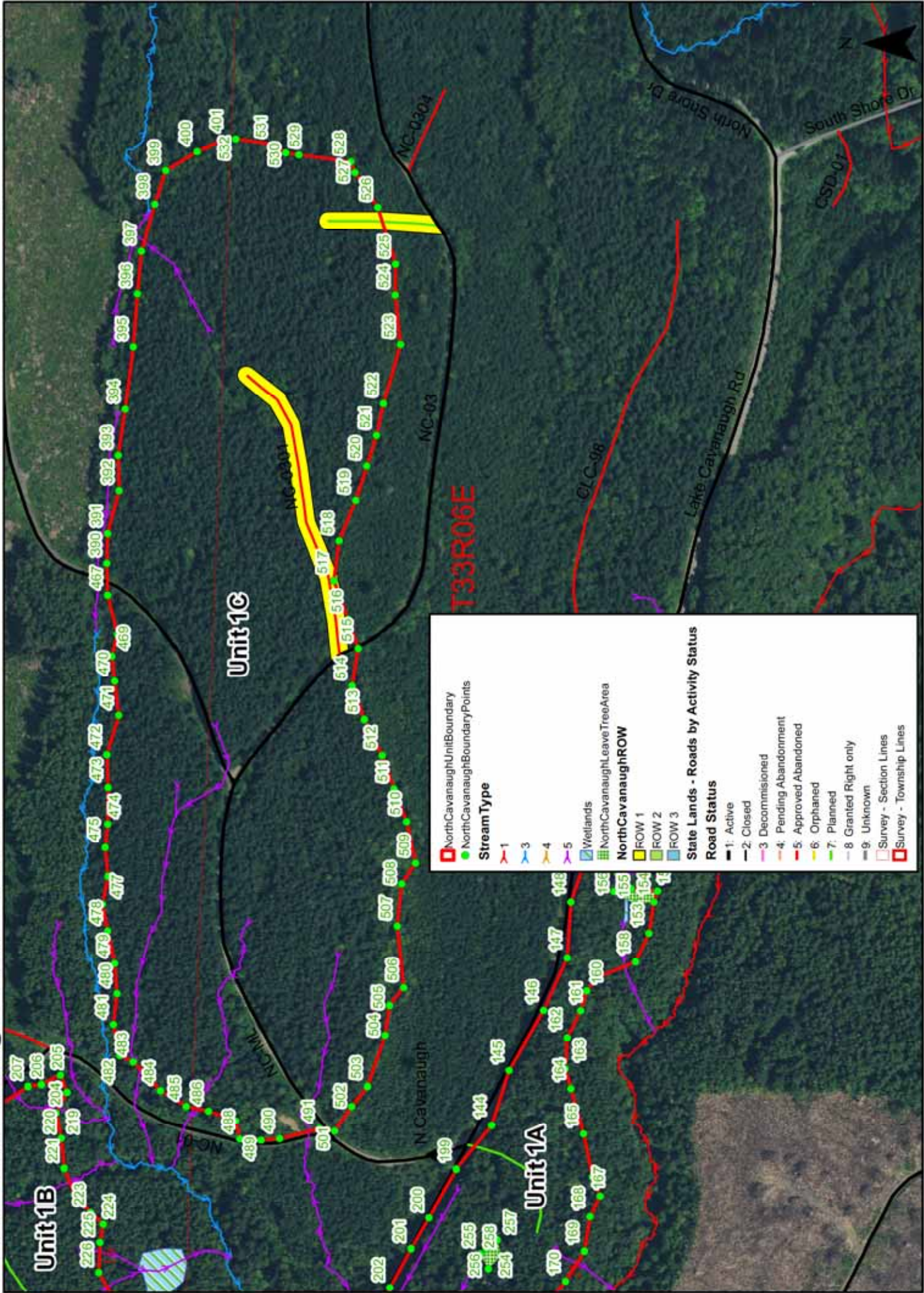


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North Cavanaugh Timber Sale



NorthCavanaughUnitBoundary

NorthCavanaughBoundaryPoints

Stream Type

1

3

4

5

Wetlands

NorthCavanaughLeaveTreeArea

NorthCavanaughROW

ROW 1

ROW 2

ROW 3

State Lands - Roads by Activity Status

Road Status

1: Active

2: Closed

3: Decommissioned

4: Pending Abandonment

5: Approved Abandonment

6: Orphaned

7: Planned

8: Granted Right only

9: Unknown

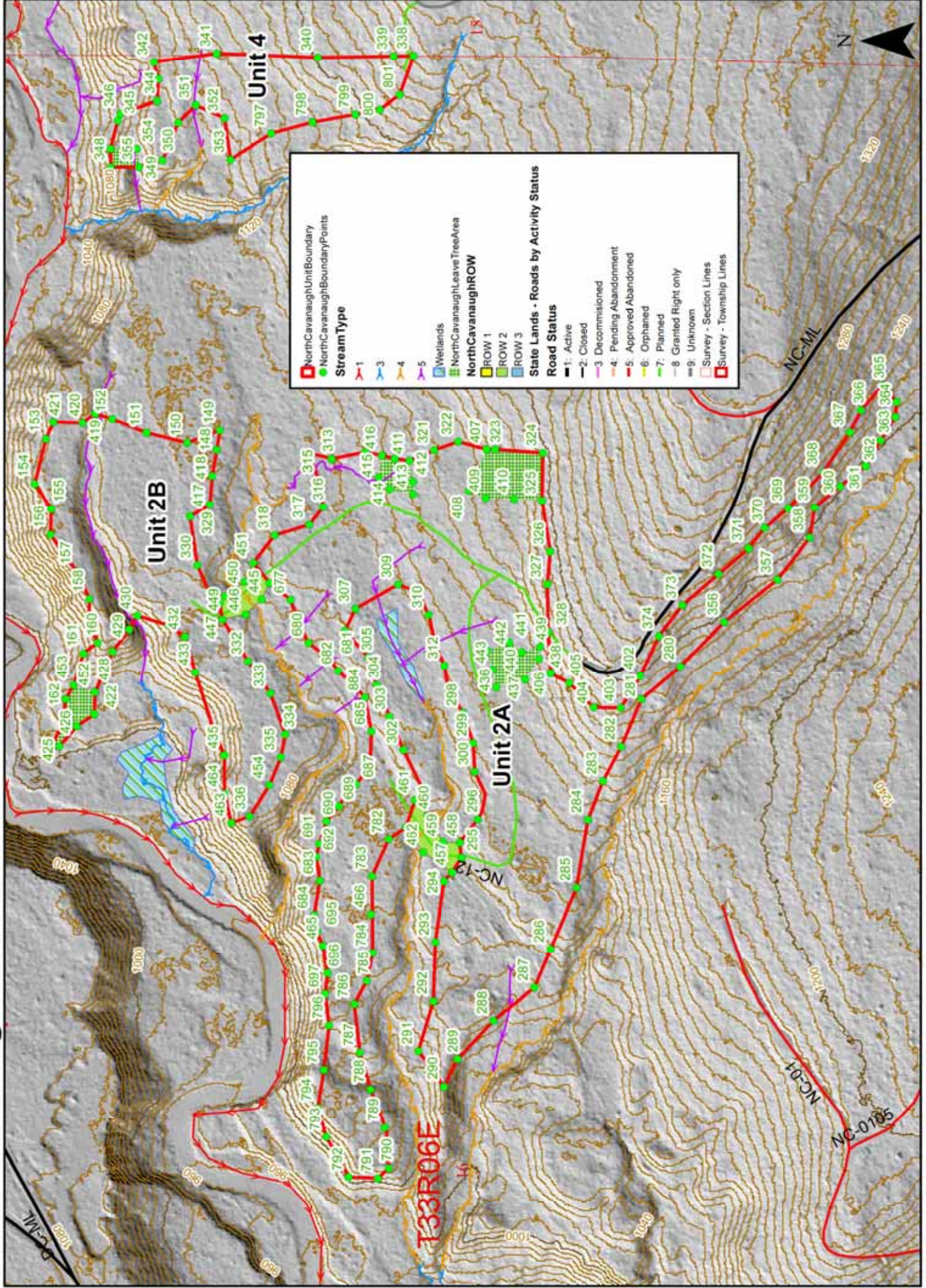
Survey - Section Lines

Survey - Township Lines

North Cavanaugh Timber Sale

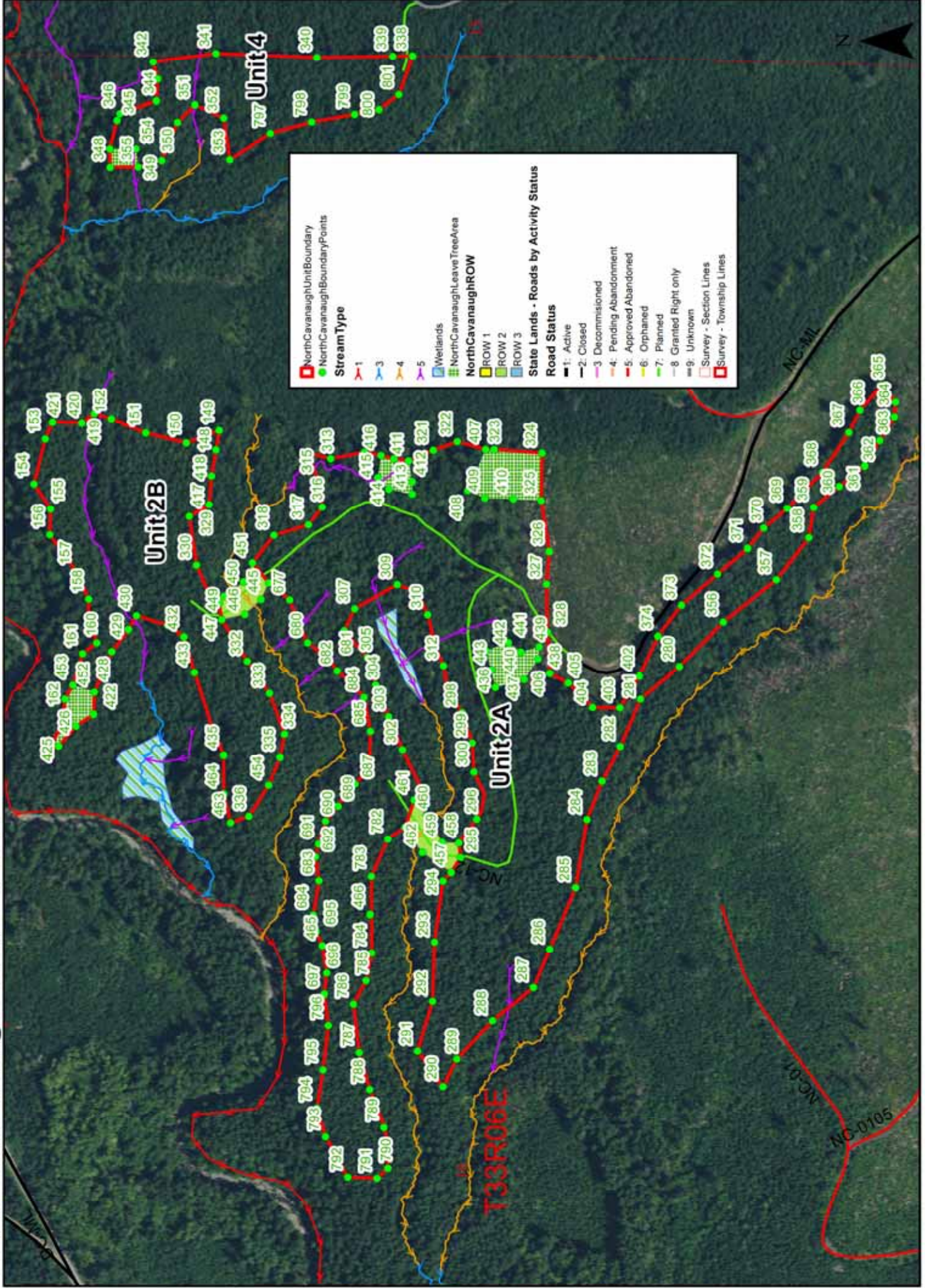
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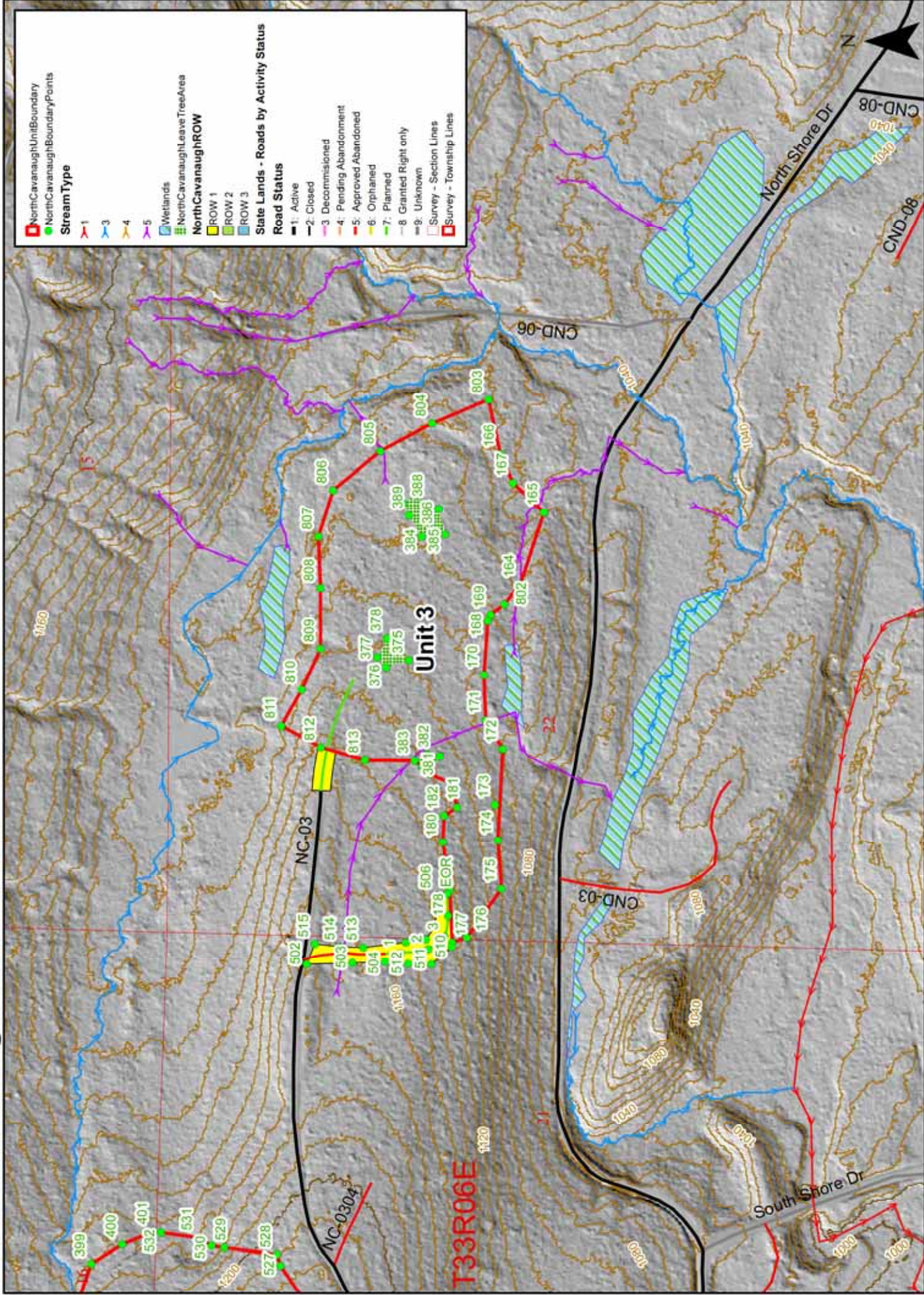
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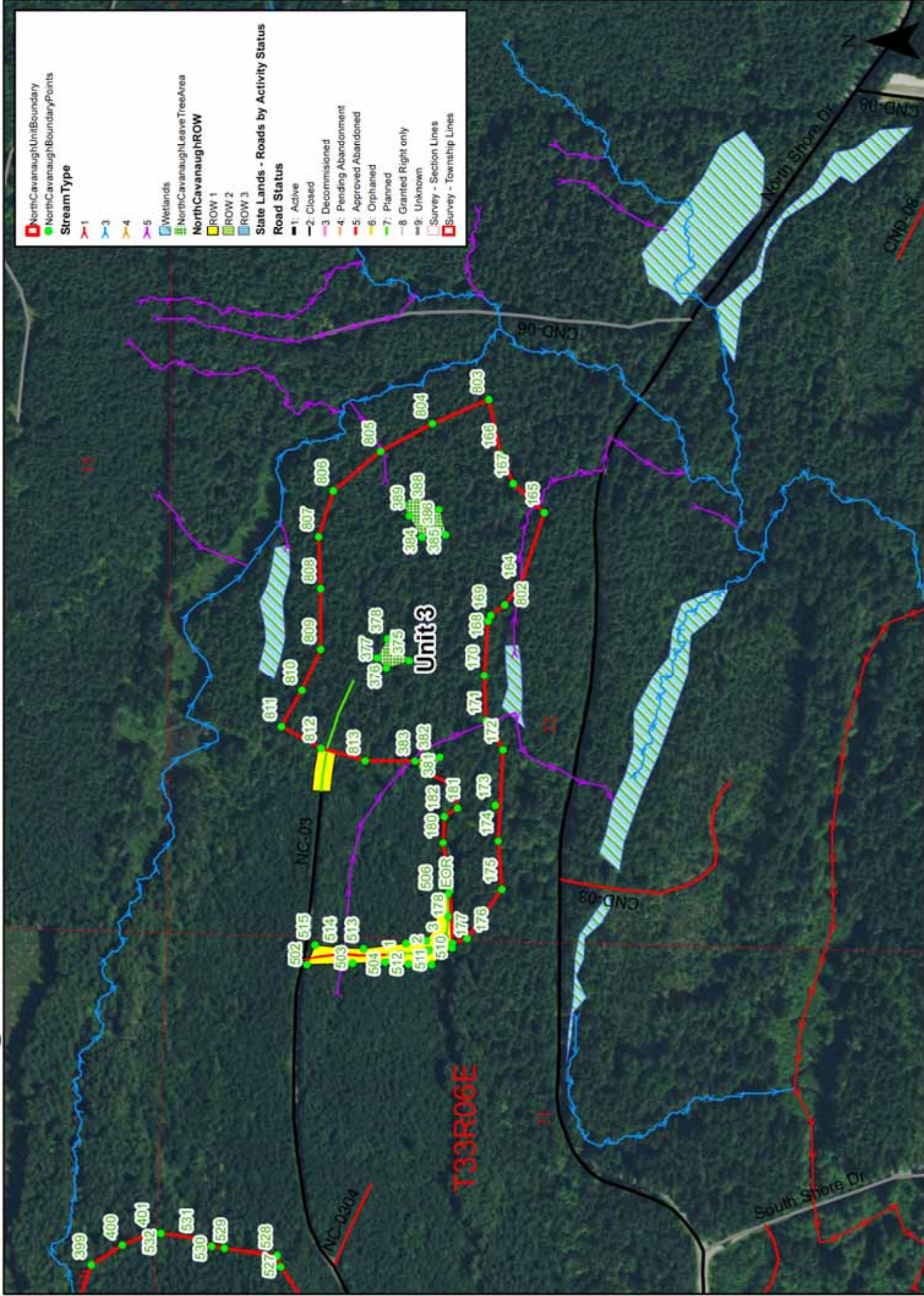
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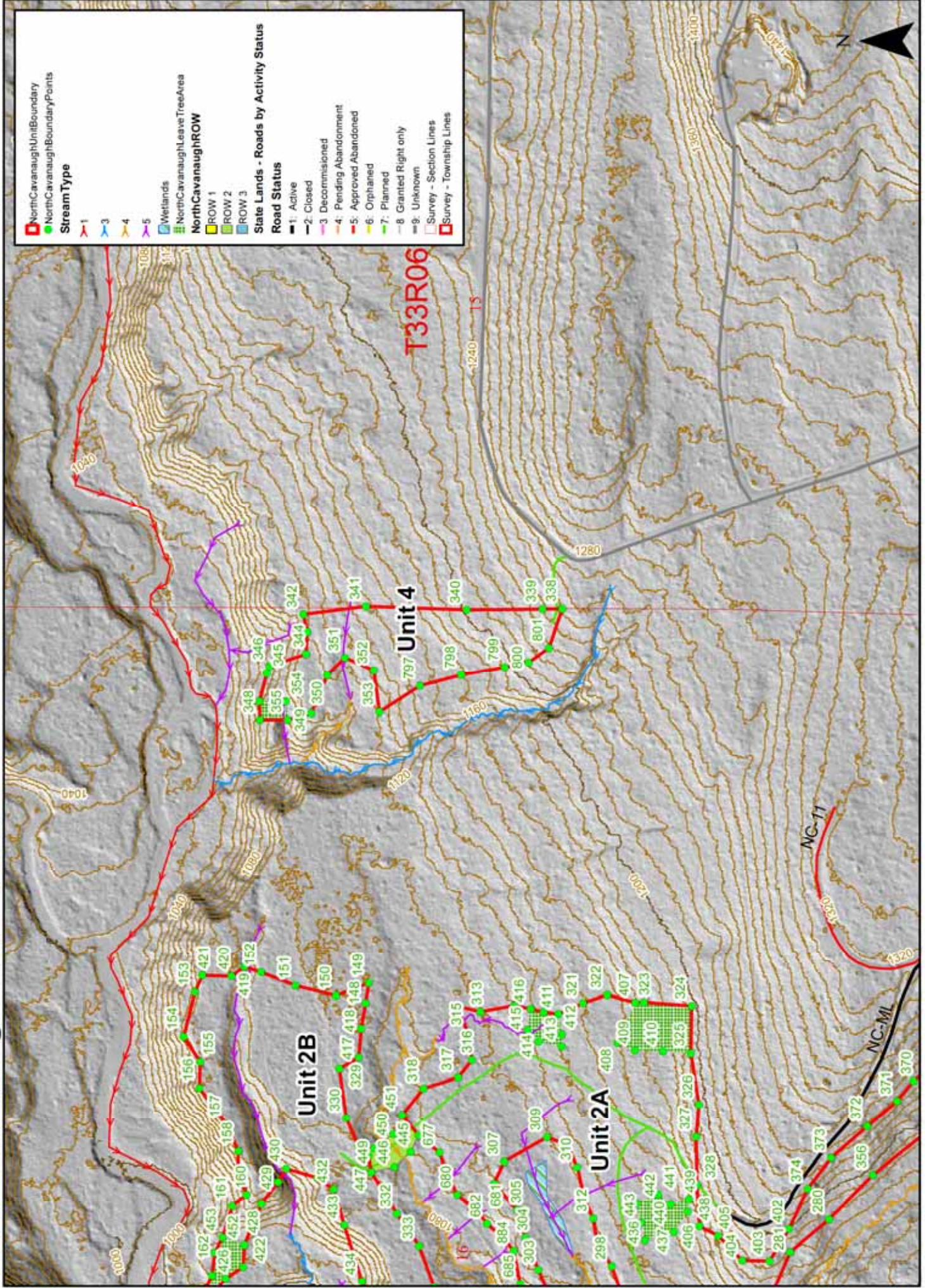
North Cavanaugh Timber Sale

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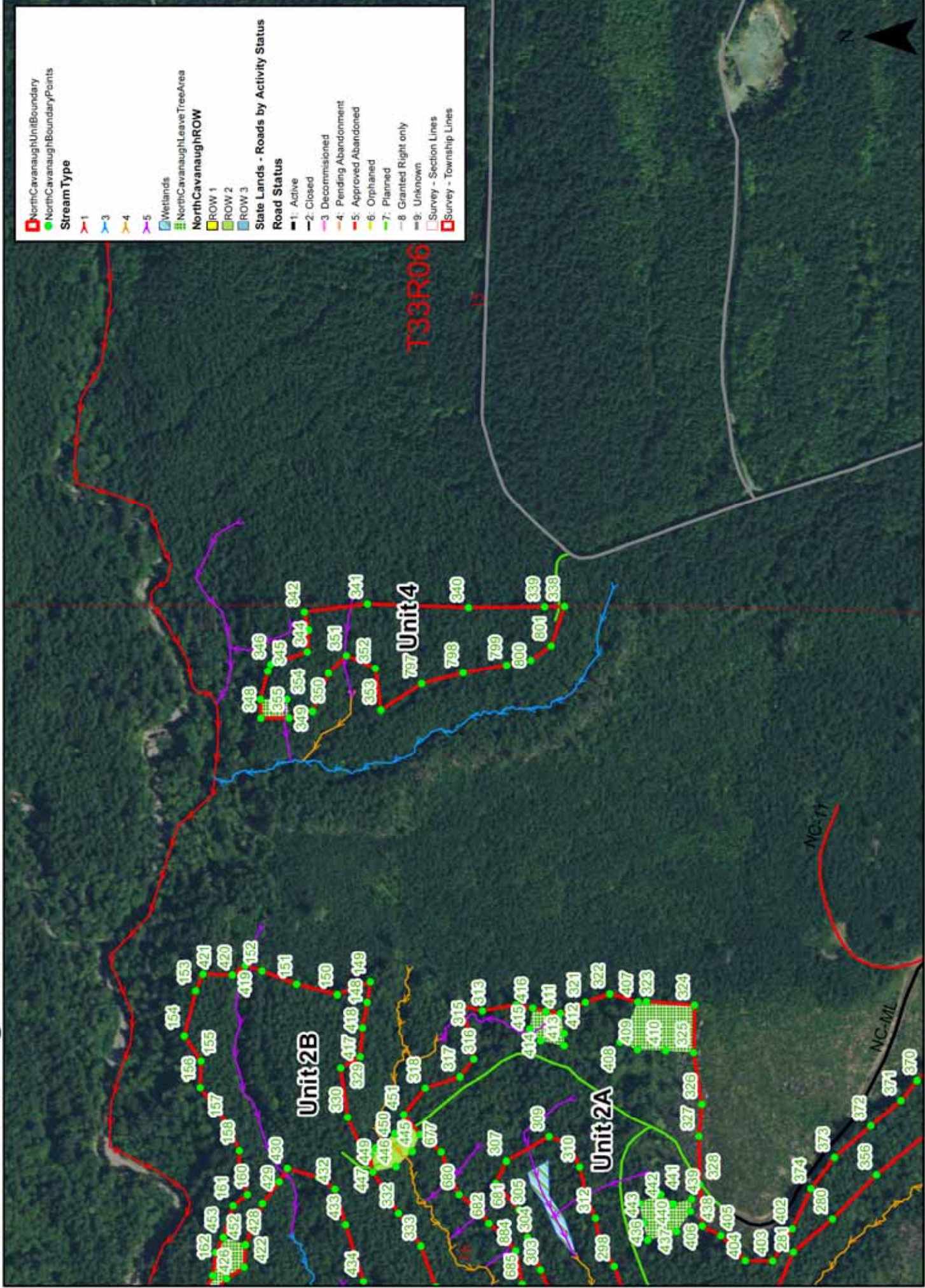


North Cavanaugh Timber Sale

1:4,800



North Cavanaugh Timber Sale



Timber Sale Cruise Report North Cavanaugh - NW

Sale Name: NORTH CAVANAUGH

Sale Type: LUMP SUM

Region: NORTHWEST

District: CLEAR LAKE

Lead Cruiser: Matt Llobet

Location:

North Cavanaugh is a four unit timber sale located south of Sedro Woolley off the Lake Cavanaugh road. The sale ranges from 960 feet to 1,080 feet in elevation and has good road access to all four units.

Cruise Design:

All VHR units were cruised using a 54.4/40 BAF. Unit 1C and the ROW units were cruised using a 40.0 BAF. The smallest merchantable tree cruised throughout the sale had a DBH of 7.0 inches and 5.0 inches at 16 feet.

Conifer log lengths were cruised in 2 foot multiples - maximizing 32-40 ft. lengths. Hardwood log lengths were cruised in 10 foot multiples - no longer than 30 feet long.

If a plot landed near or in a "Leave Tree Area" the leave trees were recorded as leave. A species and DBH was obtained. This volume is not included in the sale volume. Cruise acres are based on FMA acres including leave tree areas. Internal road acres were extracted from cruise acres.

Unit 1A & 1B:

The stand characteristics throughout unit 1A & 1B showed a variable timber type with an open understory. The terrain throughout was gentle/mild, making for excellent operator ground. The species composition consists of Douglas fir, Western Hemlock, Pacific Silver fir, Western Red Cedar, and scattered hardwoods.

Unit 1C:

The stand showed a homogenous timber type with Douglas fir and Western Hemlock being the dominant species. Terrain throughout the unit was mild - making for good productive thinning ground.

Unit 2, 3, & 4

These stands consists of a variable timber type with minor vegetation throughout the understory. The operator ground was straightforward with gentle/mild terrain. The species composition consists of Douglas fir, Western Hemlock, Pacific Silver fir, Western Red Cedar, and hardwoods.

Right of Way:

The right of way volume associated with North Cavanaugh is a combination of fully timbered new construction and partially timbered old road grade.

Logging and Stand Conditions:

Approximately 100% of the sale is ground base harvest. North Cavanaugh showed highly productive operator ground throughout all units.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	17.0			4,141	1,968	1,710	236	227
DF	18.2	10.0		368	112	149	71	35
RC	18.1			218		201	18	
SF	22.7			134	107	22	4	1
RA	14.8			93	22	23	16	32
BC	26.1			13	13			
ALL	16.9	10.0		4,967	2,221	2,105	346	296

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
WH	32,862	14,505	14,471	2,248	1,638
DF	2,746	653	1,256	601	237
RC	1,817		1,664	153	
SF	880	655	179	37	9
RA	764	156	179	151	279
BC	72	72			
ALL	39,142	16,041	17,749	3,189	2,162

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 (%)
262.7	3.9	141.4	1.5	39,267	4.5

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
NORTH CAVANAUGH 1A	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	15.3	15.3	10	10	0
NORTH CAVANAUGH 1B	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	15.5	16.6	9	9	1
NORTH CAVANAUGH 1C	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	55.9	54.4	35	20	0

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
NORTH CAVANAUGH 2A	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	32.4	32.4	28	15	2
NORTH CAVANAUGH 2B	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	6.8	6.8	12	8	1
NORTH CAVANAUGH 3	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	17.0	17.0	10	10	0
NORTH CAVANAUGH 4	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	4.8	4.8	4	4	0
NORTH CAVANAUGH ROW 1	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.6	3.0	6	6	0
NORTH CAVANAUGH ROW 2	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	0.8	0.8	3	3	0
NORTH CAVANAUGH ROW 3	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.7	0.7	2	2	0
All		151.8	151.8	119	87	4

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	2 SAW	Domestic	15.9	40	86	86	0.0	72.3	13.1
BC	LIVE	UTILITY	Pulp	9.1	18	5	0	100.0	0.0	0.0
DF	LIVE	2 SAW	Domestic	18.4	36	768	739	3.7	653.1	112.2
DF	LIVE	3 SAW	Domestic	8.6	34	992	984	0.7	1,256.0	149.4
DF	LIVE	4 SAW	Domestic	5.8	23	496	470	5.3	600.4	71.3
DF	LIVE	CULL	Cull	10.2	9	37	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	5.9	23	230	230	0.0	236.7	34.8
RA	LIVE	2 SAW	Domestic	12.6	27	150	145	3.7	156.0	22.0
RA	LIVE	3 SAW	Domestic	11.4	30	154	148	3.8	178.6	22.4
RA	LIVE	4 SAW	Domestic	8.8	25	111	107	3.4	150.9	16.3
RA	LIVE	CULL	Cull	5.6	24	29	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	7.8	24	213	213	0.0	278.8	32.3
RC	LIVE	3 SAW	Domestic	9.9	38	1,355	1,321	2.5	1,664.4	200.5
RC	LIVE	4 SAW	Domestic	6.3	26	118	117	0.9	152.7	17.7
RC	LIVE	CULL	Cull	12.6	11	87	0	100.0	0.0	0.0
SF	LIVE	2 SAW	Domestic	17.1	38	725	702	3.1	654.5	106.6

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
SF	LIVE	3 SAW	Domestic	9.9	36	147	144	1.9	179.4	21.8
SF	LIVE	4 SAW	Domestic	6.2	30	27	27	0.0	36.8	4.1
SF	LIVE	UTILITY	Pulp	8.3	20	6	6	0.0	9.0	1.0
WH	LIVE	2 SAW	Domestic	14.5	39	13,188	12,961	1.7	14,505.4	1,967.5
WH	LIVE	3 SAW	Domestic	8.9	37	11,349	11,267	0.7	14,470.6	1,710.3
WH	LIVE	4 SAW	Domestic	6.1	24	1,566	1,554	0.8	2,248.1	235.9
WH	LIVE	CULL	Cull	13.2	7	319	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	6.9	27	1,498	1,498	0.0	1,637.9	227.4

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	8 - 11	LIVE	Pulp	9.1	18	0	100.0	0.0	0.0
BC	12 - 15	LIVE	Domestic	13.0	40	27	0.0	23.7	4.1
BC	16 - 19	LIVE	Domestic	18.7	40	59	0.0	48.6	9.0
DF	5 - 7	LIVE	Cull	5.1	12	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	5.1	23	134	0.0	138.6	20.4
DF	5 - 7	LIVE	Domestic	5.7	26	646	3.9	826.0	98.0
DF	8 - 11	LIVE	Domestic	9.1	33	808	0.9	1,030.5	122.7
DF	8 - 11	LIVE	Pulp	11.8	16	40	0.0	46.9	6.1
DF	12 - 15	LIVE	Cull	14.6	4	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	14.6	35	105	2.8	95.9	15.9
DF	12 - 15	LIVE	Pulp	15.3	24	55	0.0	51.1	8.3
DF	16 - 19	LIVE	Domestic	17.5	40	148	0.0	133.4	22.5
DF	16 - 19	LIVE	Cull	19.5	6	0	100.0	0.0	0.0
DF	20+	LIVE	Domestic	22.4	39	487	5.0	423.8	73.9
DF	20+	LIVE	Cull	28.4	7	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Cull	5.4	24	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.9	29	20	0.0	32.4	3.1
RA	5 - 7	LIVE	Pulp	6.6	26	117	0.0	173.3	17.7
RA	8+	LIVE	Domestic	10.5	27	379	3.9	453.1	57.6
RA	8+	LIVE	Pulp	11.3	24	96	0.0	105.6	14.6
RC	5+	LIVE	Domestic	8.7	34	1,438	2.4	1,817.1	218.3
RC	5+	LIVE	Cull	11.6	12	0	100.0	0.0	0.0
SF	5 - 7	LIVE	Domestic	5.5	32	19	0.0	24.8	2.9
SF	8 - 11	LIVE	Pulp	8.3	20	6	0.0	9.0	1.0
SF	8 - 11	LIVE	Domestic	9.4	34	120	0.0	151.4	18.2
SF	12 - 15	LIVE	Domestic	13.3	39	167	1.6	181.5	25.3

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
SF	16 - 19	LIVE	Domestic	18.2	38	421	3.8	388.3	63.9
SF	20+	LIVE	Domestic	24.9	40	146	3.9	124.6	22.2
WH	5 - 7	LIVE	Pulp	5.5	29	571	0.0	729.7	86.6
WH	5 - 7	LIVE	Cull	5.7	13	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	6.5	30	3,411	0.4	4,766.2	517.8
WH	8 - 11	LIVE	Domestic	9.8	37	9,327	0.8	11,842.0	1,415.9
WH	8 - 11	LIVE	Cull	10.0	6	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Pulp	10.1	29	216	0.0	243.2	32.8
WH	12 - 15	LIVE	Domestic	13.5	39	7,934	1.4	9,364.8	1,204.5
WH	12 - 15	LIVE	Cull	14.6	5	0	100.0	0.0	0.0
WH	12 - 15	LIVE	Pulp	15.1	23	287	0.0	277.2	43.5
WH	16 - 19	LIVE	Domestic	17.3	39	4,336	2.3	4,508.2	658.2
WH	16 - 19	LIVE	Cull	17.4	6	0	100.0	0.0	0.0
WH	16 - 19	LIVE	Pulp	17.7	24	271	0.0	260.4	41.2
WH	20+	LIVE	Pulp	21.7	18	154	0.0	127.4	23.3
WH	20+	LIVE	Domestic	21.9	39	773	3.0	742.9	117.3
WH	20+	LIVE	Cull	24.2	5	0	100.0	0.0	0.0

Cruise Unit Report NORTH CAVANAUGH 1A

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH 1A

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	19.0			618	342	206	23	47
RA	14.8			55	10	15	9	22
RC	15.3			39		34	4	
SF	24.0			16	12	4		
ALL	17.9			728	365	259	36	69

Unit Cruise Design: NORTH CAVANAUGH 1A

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	15.3	15.3	10	10	0

Unit Cruise Summary: NORTH CAVANAUGH 1A

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	36	41	4.1	0
RA	9	9	0.9	0
RC	6	10	1.0	0
SF	1	1	0.1	0
ALL	52	61	6.1	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH 1A

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 (%)
WH	223.2	55.7	17.6	195.2	21.8	3.6	43,572	59.8	18.0
RA	36.0	184.8	58.4	100.6	15.4	5.1	3,622	185.5	58.7
RC	40.0	156.3	49.4	90.1	27.9	11.4	3,605	158.8	50.7
SF	5.4	316.2	100.0	195.5	0.0	0.0	1,064	316.2	100.0
ALL	304.6	27.4	8.7	170.2	34.0	4.7	51,862	43.7	9.9

Unit Summary: NORTH CAVANAUGH 1A

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	9	ALL	14.8	60	74	3,704	3,622	2.2	30.1	36.0	9.4	55.4
RC	LIVE	CUT	6	ALL	15.3	59	74	2,927	2,523	13.8	21.9	28.0	7.2	38.6
SF	LIVE	CUT	1	ALL	24.0	95	122	1,064	1,064	0.0	1.7	5.4	1.1	16.3
WH	LIVE	CUT	36	ALL	19.0	91	115	41,851	40,383	3.5	105.1	206.9	47.5	617.9
ALL	LIVE	CUT	52	ALL	17.9	81	102	49,546	47,593	3.9	158.8	276.3	65.1	728.2
ALL	ALL	ALL	52	ALL	17.9	81	102	49,546	47,593	3.9	158.8	276.3	65.1	728.2

Cruise Unit Report NORTH CAVANAUGH 1B

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH 1B

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	18.9			679	408	193	29	50
DF	29.4	10.0		86	66	10	2	8
RC	17.4			50		48	2	
RA	15.1			17	12			6
ALL	18.9	10.0		832	485	250	33	63

Unit Cruise Design: NORTH CAVANAUGH 1B

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	15.5	16.6	9	9	1

Unit Cruise Summary: NORTH CAVANAUGH 1B

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	39	39	4.3	0
DF	4	4	0.4	1
RC	8	8	0.9	0
RA	3	3	0.3	0
ALL	54	54	6.0	1

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH 1B

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 (%)
WH	235.9	60.0	20.0	185.6	18.6	3.0	43,789	62.8	20.2
DF	24.2	118.6	39.5	229.7	18.5	9.3	5,558	120.0	40.6
RC	35.6	104.4	34.8	89.9	34.8	12.3	3,197	110.0	36.9
RA	13.3	300.0	100.0	83.0	35.0	20.2	1,107	302.0	102.0
ALL	309.0	49.1	16.4	173.6	31.3	4.3	53,652	58.3	16.9

Unit Summary: NORTH CAVANAUGH 1B

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	29.4	109	139	5,809	5,558	4.3	5.1	24.2	4.5	86.1
RA	LIVE	CUT	3	ALL	15.1	57	70	1,245	1,107	11.1	10.7	13.3	3.4	17.2
RC	LIVE	CUT	6	ALL	16.0	62	79	2,777	2,398	13.6	19.1	26.7	6.7	37.2
RC	LIVE	POLE	2	ALL	26.0	90	115	926	799	13.6	2.4	8.9	1.7	12.4
WH	LIVE	CUT	39	ALL	18.9	91	115	45,085	43,789	2.9	121.1	235.9	54.3	678.7
ALL	LIVE	CUT	52	ALL	18.8	85	109	54,915	52,852	3.8	156.0	300.1	68.8	819.2
ALL	LIVE	POLE	2	ALL	26.0	90	115	926	799	13.6	2.4	8.9	1.7	12.4
ALL	ALL	ALL	54	ALL	18.9	85	109	55,841	53,652	3.9	158.4	309.0	70.6	831.6

Cruise Unit Report NORTH CAVANAUGH 1C

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH 1C

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	12.2			201		118	57	27
WH	10.2			118	9	47	35	27
RA	14.2			10		5	4	2
ALL	11.3			330	9	170	96	55

Unit Cruise Design: NORTH CAVANAUGH 1C

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	55.9	54.4	35	20	0

Unit Cruise Summary: NORTH CAVANAUGH 1C

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	16	134	3.8	0
WH	13	34	1.0	0
RA	2	3	0.1	0
ALL	31	171	4.9	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH 1C

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	153.1	45.9	7.8	98.5	18.5	4.6	15,089	49.5	9.0
WH	38.9	137.9	23.3	92.4	21.0	5.8	3,589	139.4	24.0
RA	3.4	331.4	56.0	81.6	45.4	32.1	280	334.5	64.5
ALL	195.4	28.0	4.7	97.0	20.2	3.6	18,958	34.5	6.0

Unit Summary: NORTH CAVANAUGH 1C

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	16	ALL	11.8	59	74	3,687	3,603	2.3	48.2	36.6	10.6	201.4
RA	LIVE	CUT	2	ALL	14.2	57	69	221	187	15.5	2.1	2.3	0.6	10.4
WH	LIVE	CUT	13	ALL	10.4	52	64	2,114	2,111	0.1	38.7	22.9	7.1	118.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	31	ALL	11.3	56	70	6,022	5,901	2.0	89.0	61.7	18.3	329.9
ALL	ALL	ALL	31	ALL	11.3	56	70	6,022	5,901	2.0	89.0	61.7	18.3	329.9

Cruise Unit Report NORTH CAVANAUGH 2A

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH 2A

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	16.5			1,532	652	721	86	72
RC	17.3			62		56	7	
DF	27.2			41	38	4		
BC	26.1			13	13			0
RA	15.0			6			3	4
ALL	16.8			1,655	703	780	96	76

Unit Cruise Design: NORTH CAVANAUGH 2A

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	32.4	32.4	28	15	2

Unit Cruise Summary: NORTH CAVANAUGH 2A

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	63	141	5.0	0
RC	9	17	0.6	0
DF	2	4	0.1	0
BC	1	1	0.0	0
RA	1	1	0.0	0
ALL	76	164	5.9	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH 2A

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 (%)
WH	274.1	57.8	10.9	174.9	16.7	2.1	47,948	60.2	11.1
RC	24.3	169.7	32.1	96.1	32.5	10.8	2,334	172.8	33.9
DF	7.8	249.4	47.1	218.7	4.4	3.1	1,701	249.5	47.2
BC	1.9	529.2	100.0	208.3	0.0	0.0	405	529.2	100.0
RA	1.4	529.2	100.0	137.7	0.0	0.0	197	529.2	100.0
ALL	309.6	53.0	10.0	169.9	23.4	2.7	52,585	58.0	10.4

Unit Summary: NORTH CAVANAUGH 2A

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	26.1	104	131	427	405	5.3	0.5	1.9	0.4	13.1
DF	LIVE	CUT	2	ALL	27.2	111	143	1,372	1,276	7.0	1.4	5.8	1.1	41.3
RA	LIVE	CUT	1	ALL	15.0	70	87	197	197	0.0	1.2	1.4	0.4	6.4
RC	LIVE	CUT	6	ALL	15.2	58	72	1,021	961	5.9	7.9	10.0	2.6	31.1
RC	LIVE	POLE	3	ALL	26.9	89	112	1,021	961	5.9	2.5	10.0	1.9	31.1
WH	LIVE	CUT	63	ALL	16.5	86	109	48,318	47,268	2.2	182.0	270.3	66.5	1,531.5
ALL	LIVE	POLE	3	ALL	26.9	89	112	1,021	961	5.9	2.5	10.0	1.9	31.1
ALL	LIVE	CUT	73	ALL	16.6	85	108	51,335	50,107	2.4	193.0	289.5	71.0	1,623.5
ALL	ALL	ALL	76	ALL	16.7	85	108	52,356	51,068	2.5	195.5	299.5	72.9	1,654.6

Cruise Unit Report NORTH CAVANAUGH 2B

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH 2B

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	16.6			344	162	158	19	4
RC	20.0			8		8		
DF	33.8			7	6	1		
ALL	16.9			359	169	166	19	4

Unit Cruise Design: NORTH CAVANAUGH 2B

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	6.8	6.8	12	8	1

Unit Cruise Summary: NORTH CAVANAUGH 2B

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	39	68	5.7	0
RC	1	3	0.3	0
DF	1	1	0.1	0
ALL	41	72	6.0	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH 2B

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 (%)
WH	308.5	45.4	13.1	182.7	16.9	2.7	56,358	48.4	13.4
RC	10.0	346.4	100.0	119.7	0.0	0.0	1,197	346.4	100.0
DF	4.5	346.4	100.0	227.7	0.0	0.0	1,033	346.4	100.0
ALL	323.0	43.5	12.6	181.4	17.9	2.8	58,587	47.1	12.9

Unit Summary: NORTH CAVANAUGH 2B

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	33.8	125	161	1,219	1,033	15.2	0.7	4.5	0.8	7.0
RC	LIVE	CUT	1	ALL	20.0	85	108	1,197	1,197	0.0	4.6	10.0	2.2	8.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	39	ALL	16.6	90	114	50,754	50,556	0.4	184.1	276.7	67.9	343.8
ALL	LIVE	CUT	41	ALL	16.8	90	114	53,169	52,786	0.7	189.4	291.3	70.9	358.9
ALL	ALL	ALL	41	ALL	16.8	90	114	53,169	52,786	0.7	189.4	291.3	70.9	358.9

Cruise Unit Report NORTH CAVANAUGH 3

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	16.5			641	323	276	27	15
SF	22.5			117	94	18	4	1
RC	21.8			51		47	4	
DF	11.2			7		7		
ALL	17.1			815	417	347	35	16

Unit Cruise Design: NORTH CAVANAUGH 3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	17.0	17.0	10	10	0

Unit Cruise Summary: NORTH CAVANAUGH 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	40	46	4.6	0
SF	6	6	0.6	0
RC	5	8	0.8	0
DF	1	2	0.2	0
ALL	52	62	6.2	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH 3

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 (%)
WH	250.4	35.8	11.3	173.0	25.9	4.1	43,334	44.2	12.0
SF	32.7	140.5	44.4	211.1	20.3	8.3	6,895	142.0	45.2
RC	32.0	129.1	40.8	106.6	16.0	7.2	3,413	130.1	41.4
DF	10.9	210.8	66.7	73.1	0.0	0.0	796	210.8	66.7
ALL	326.0	22.4	7.1	167.0	30.1	4.2	54,437	37.5	8.2

Unit Summary: NORTH CAVANAUGH 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	11.2	55	68	501	398	20.6	8.0	5.4	1.6	6.8
RC	LIVE	CUT	3	ALL	19.8	69	91	1,726	1,706	1.1	7.5	16.0	3.6	29.0
RC	LIVE	POLE	2	ALL	25.7	85	109	1,294	1,280	1.1	3.3	12.0	2.4	21.8
SF	LIVE	CUT	6	ALL	22.5	95	122	7,123	6,895	3.2	11.8	32.7	6.9	117.2
WH	LIVE	CUT	40	ALL	16.5	80	100	38,698	37,681	2.6	146.7	217.8	53.6	640.6
ALL	LIVE	POLE	2	ALL	25.7	85	109	1,294	1,280	1.1	3.3	12.0	2.4	21.8
ALL	LIVE	CUT	50	ALL	16.9	79	99	48,048	46,681	2.8	174.0	271.9	65.7	793.6
ALL	ALL	ALL	52	ALL	17.1	79	100	49,343	47,960	2.8	177.3	283.9	68.1	815.3

Cruise Unit Report NORTH CAVANAUGH 4

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH 4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	14.2			182	59	95	16	12
RC	17.2			9		9	1	
ALL	14.4			191	59	104	16	12

Unit Cruise Design: NORTH CAVANAUGH 4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	4.8	4.8	4	4	0

Unit Cruise Summary: NORTH CAVANAUGH 4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	17	17	4.3	0
RC	2	2	0.5	0
ALL	19	19	4.8	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH 4

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 (%)
WH	231.4	40.2	20.1	163.6	22.5	5.5	37,863	46.1	20.8
RC	20.0	115.5	57.7	93.1	37.1	26.2	1,862	121.3	63.4
ALL	251.4	45.0	22.5	158.0	26.6	6.1	39,726	52.3	23.3

Unit Summary: NORTH CAVANAUGH 4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RC	LIVE	CUT	1	ALL	16.5	58	72	935	931	0.4	6.7	10.0	2.5	4.5
RC	LIVE	POLE	1	ALL	18.1	85	109	935	931	0.4	5.6	10.0	2.4	4.5
WH	LIVE	CUT	17	ALL	14.2	79	97	38,113	37,863	0.7	210.4	231.4	61.4	181.7
ALL	LIVE	POLE	1	ALL	18.1	85	109	935	931	0.4	5.6	10.0	2.4	4.5
ALL	LIVE	CUT	18	ALL	14.3	78	96	39,047	38,794	0.6	217.1	241.4	63.9	186.2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	19	ALL	14.4	78	97	39,982	39,726	0.6	222.7	251.4	66.2	190.7

Cruise Unit Report NORTH CAVANAUGH ROW 1

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH ROW 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	10.2			14	6	8
WH	14.6			6	6	1
RA	13.9			4	3	1
ALL	11.3			24	14	10

Unit Cruise Design: NORTH CAVANAUGH ROW 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.6	3.0	6	6	0

Unit Cruise Summary: NORTH CAVANAUGH ROW 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	10	1.7	0
WH	3	3	0.5	0
RA	3	3	0.5	0
ALL	16	16	2.7	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH ROW 1

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	66.7	62.0	25.3	81.6	26.5	8.4	5,438	67.4	26.6
WH	20.0	167.3	68.3	123.6	16.6	9.6	2,472	168.1	69.0
RA	20.0	167.3	68.3	68.9	21.4	12.4	1,378	168.7	69.4
ALL	106.7	30.6	12.5	87.1	30.8	7.7	9,288	43.4	14.7

Unit Summary: NORTH CAVANAUGH ROW 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	10.2	47	57	5,576	5,438	2.5	117.5	66.7	20.9	14.1
RA	LIVE	CUT	3	ALL	13.9	52	63	1,916	1,378	28.1	19.0	20.0	5.4	3.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	3	ALL	14.6	68	84	2,504	2,472	1.2	17.2	20.0	5.2	6.4
ALL	LIVE	CUT	16	ALL	11.3	50	61	9,996	9,288	7.1	153.7	106.7	31.5	24.1
ALL	ALL	ALL	16	ALL	11.3	50	61	9,996	9,288	7.1	153.7	106.7	31.5	24.1

Cruise Unit Report NORTH CAVANAUGH ROW 2

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH ROW 2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	16.6			23	12	10	1	0
DF	21.0			2	2	1		
ALL	16.9			25	14	11	1	0

Unit Cruise Design: NORTH CAVANAUGH ROW 2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	0.8	0.8	3	3	0

Unit Cruise Summary: NORTH CAVANAUGH ROW 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	10	10	3.3	0
DF	1	1	0.3	0
ALL	11	11	3.7	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH ROW 2

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 (%)
WH	181.5	17.3	10.0	155.0	29.3	9.3	28,133	34.0	13.6
DF	18.1	173.2	100.0	155.5	0.0	0.0	2,821	173.2	100.0
ALL	199.6	15.7	9.1	155.1	27.8	8.4	30,954	31.9	12.4

Unit Summary: NORTH CAVANAUGH ROW 2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	21.0	90	115	2,821	2,821	0.0	7.5	18.1	4.0	2.3
WH	LIVE	CUT	10	ALL	16.6	74	96	29,033	28,133	3.1	120.7	181.5	44.5	22.5
ALL	LIVE	CUT	11	ALL	16.9	75	97	31,854	30,954	2.8	128.2	199.6	48.5	24.8
ALL	ALL	ALL	11	ALL	16.9	75	97	31,854	30,954	2.8	128.2	199.6	48.5	24.8

Cruise Unit Report NORTH CAVANAUGH ROW 3

Unit Sale Notice Volume (MBF): NORTH CAVANAUGH ROW 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	10.7			9	4	5
ALL	10.7			9	4	5

Unit Cruise Design: NORTH CAVANAUGH ROW 3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.7	0.7	2	2	0

Unit Cruise Summary: NORTH CAVANAUGH ROW 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	6	7	3.5	0
ALL	6	7	3.5	0

Unit Cruise Statistics (Cut + Leave Trees): NORTH CAVANAUGH ROW 3

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	140.0	20.2	14.3	88.8	20.3	8.3	12,432	28.7	16.5
ALL	140.0	20.2	14.3	88.8	20.3	8.3	12,432	28.7	16.5

Unit Summary: NORTH CAVANAUGH ROW 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	10.7	51	63	12,432	12,432	0.0	224.2	140.0	42.8	8.7
ALL	LIVE	CUT	6	ALL	10.7	51	63	12,432	12,432	0.0	224.2	140.0	42.8	8.7
ALL	ALL	ALL	6	ALL	10.7	51	63	12,432	12,432	0.0	224.2	140.0	42.8	8.7

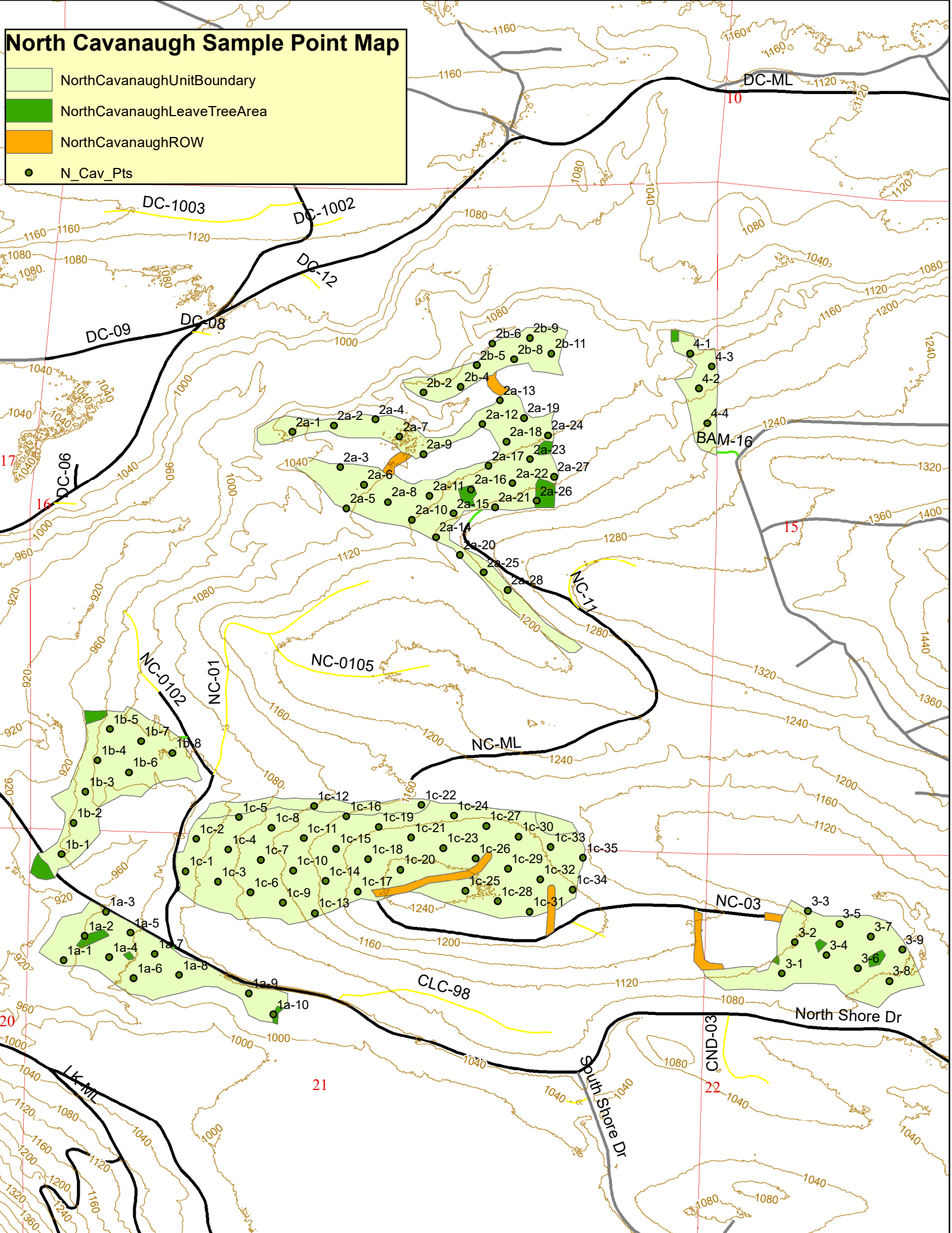
North Cavanaugh Sample Point Map

NorthCavanaughUnitBoundary

NorthCavanaughLeaveTreeArea

NorthCavanaughROW

N_Cav_Pts





Forest Practices Application/Notification Notice of Decision

FPA/N No: 2818853

Effective Date: 1/9/2023

Expiration Date: 1/9/2026

Shut Down Zone: 658

EARR Tax Credit: ☒ Eligible ☐ Non-eligible

Reference: North Cavanaugh

Decision

- ☐ **Notification Accepted** Operations shall not begin before the effective date.
- ☒ **Approved** This Forest Practices Application is subject to the conditions listed below.
- ☐ **Disapproved** This Forest Practices Application is disapproved for the reasons listed below.
- ☐ **Withdrawn** Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
- ☐ **Closed** All forest practices obligations are met.

FPA/N Classification

☐ Class II ☒ Class III ☐ Class IVG ☐ Class IVS

Number of Years Granted on Multi-Year Request

☐ 4 years ☐ 5 years

Conditions on Approval/Reasons for Disapproval

Timing Limitations on Type S and F water(s):

No timing limitations apply.

Condition(s) required for approval/disapproval:

No additional conditions apply.

Issued By: Jared Coleman

Region: Northwest Region

Title: Resource Protection Forester

Date: 1/9/2023

Copies to: ☐ Landowner, Timber Owner and Operator

Issued in person: ☒ LO ☒ TO ☒ OP By: *Chad Schmitt* Date: 1/9/2023

Appeal Information

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See RCW 76.09.205. 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 Northwest Region
<u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical Address</u> 919 North Township Street Sedro-Woolley, WA 98284 <u>Mailing Address</u> 919 North Township Street Sedro-Woolley, WA 98284

Information regarding the Pollution Control Hearings Board can be found at: <https://elaho.wa.gov/content/11>

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I **Ada Schmidt**, caused the Notice of Decision for FPA/N No. 2818853 To be placed in the United States mail at **Sedro-Woolley, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

1/9/2023
(Date)

Sedro-Woolley, WA
(City & State where signed)


(Signature)



WASHINGTON STATE
DEPT. OF NATURAL RESOURCES
NORTHWEST REGION

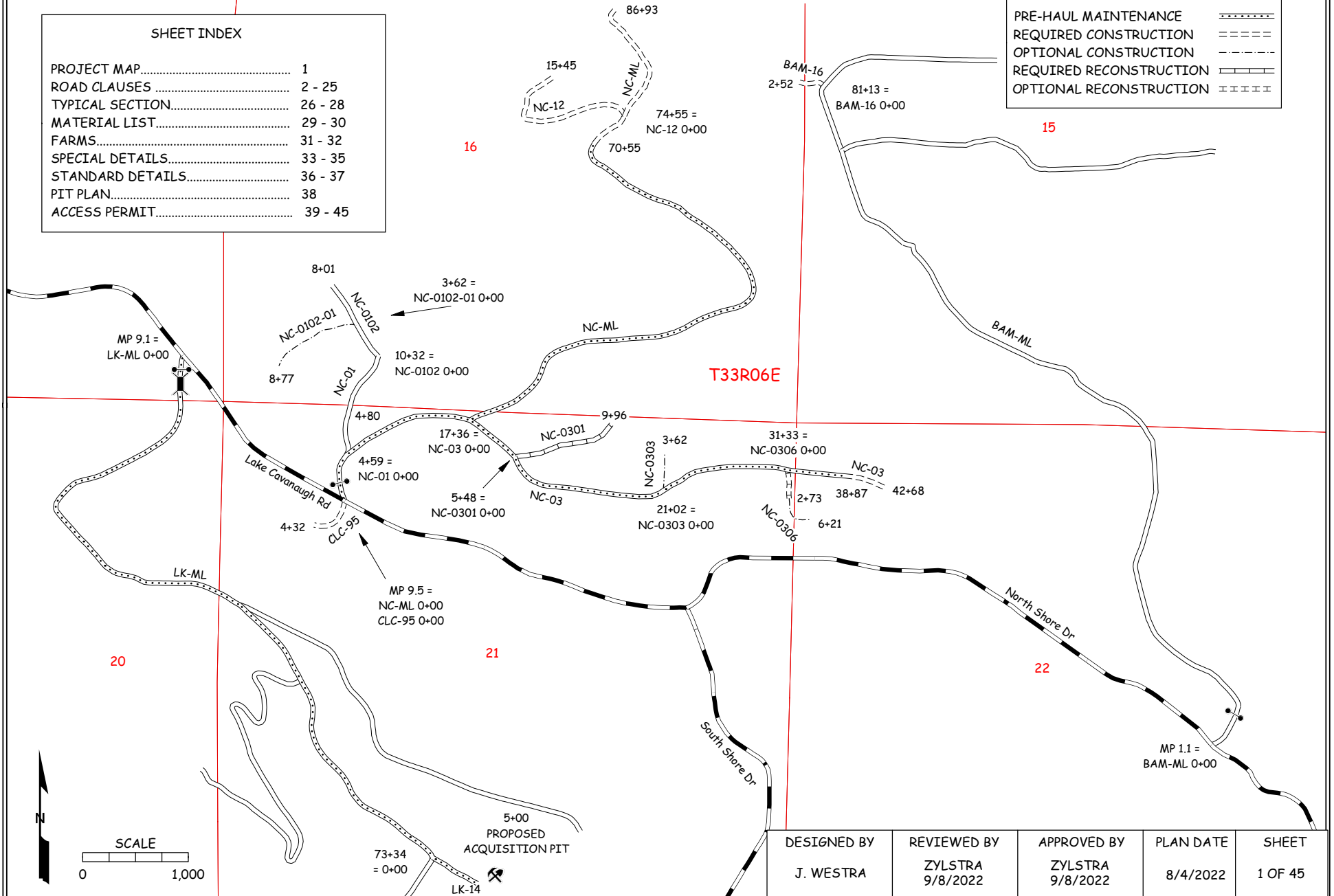
ROAD PLAN AND SPECIFICATIONS #30-103173 NORTH CAVANAUGH TIMBER SALE

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LEGEND

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REQUIRED CONSTRUCTION	=====
OPTIONAL CONSTRUCTION	-----
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OPTIONAL RECONSTRUCTION	=====



DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
J. WESTRA	ZYLSTRA 9/8/2022	ZYLSTRA 9/8/2022	8/4/2022	1 OF 45

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

NORTH CAVANAUGH TIMBER SALE ROAD PLAN
SKAGIT COUNTY
CLEAR LAKE DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-103173

STAFF ENGINEER: J. WESTRA

DATE: AUGUST 4, 2022

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

Clauses in this road plan apply to all road related work, including landings and rock 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>
LK-ML	0+00 to 73+34	PREHAUL MAINTENANCE
LK-14	0+00 to 5+00	PREHAUL MAINTENANCE
NC-ML	0+00 to 70+55	PREHAUL MAINTENANCE
NC-ML	70+55 to 86+93	CONSTRUCTION
NC-01	4+80 to 10+32	ABANDONMENT
NC-0102	0+00 to 8+01	ABANDONMENT
NC-03	0+00 to 38+87	PREHAUL MAINTENANCE
NC-03	38+87 to 42+68	CONSTRUCTION
NC-0301	0+00 to 9+96	RECONSTRUCTION
NC-12	0+00 to 15+45	CONSTRUCTION
CLC-95	0+00 to 4+32	CONSTRUCTION
BAM-16	0+00 to 2+52	CONSTRUCTION

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>
NC-0102-01	0+00 to 8+77	CONSTRUCTION
NC-0303	0+00 to 3+62	CONSTRUCTION
NC-0306	0+00 to 2+73	RECONSTRUCTION
NC-0306	2+73 to 6+21	CONSTRUCTION

0-4 CONSTRUCTION

Construction may include, but is not limited to clearing, grubbing, excavation and embankment to subgrade, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

0-5 RECONSTRUCTION

Reconstruction includes, but is not limited to clearing, grubbing, excavation and embankment to subgrade, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Requirements</u>
LK-ML	– BRUSHING
LK-14	– BRUSHING
NC-ML	– GATE BLOCKING WITH RIPRAP – SEE MATERIALS LIST – GRADING – BRUSHING – CULVERT, CATCHBASIN AND DITCH CLEANOUT – CULVERT INSTALLATION AND REPLACEMENT
NC-03	– GRADING – BRUSHING – CULVERT, CATCHBASIN AND DITCH CLEANOUT – SPOT ROCKING

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 a new rock source. Rock source development will involve clearing, stripping, drilling, shooting and processing. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL**1-1 ROAD PLAN CHANGES**

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Orange flagging and/or stakes for road centerline

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 other than timber cut on the right-of-way, without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 3 business days before work begins.

1-23 ROAD WORK PHASE APPROVAL

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

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

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
ALL ROADS	ALL ACTIVITIES	November 1 to March 31
NC-01 8+17	FILL REMOVAL	October 1 to June 30*

*Not waivable by Contract Administrator, WDFW Fish window.

1-26 OPERATING DURING CLOSURE PERIOD

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

Purchaser's maintenance plan must include a total volume of rock that will be provided at the Purchaser's expense in addition to what is specified in this road plan. This rock shall be available before permission is granted to operate during the closure period and will be used as necessary along the haul route. The Contract Administrator may direct the Purchaser where to apply this maintenance rock.

Rock from stockpiles may not be used for out of season maintenance.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

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.

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for the Lake Cavanaugh road approach:

Purchaser shall build up approaches to allow a smooth grade transition between the CLC-95 and Lake Cavanaugh roads. The top of the CLC-95 road surfacing must be kept level with the surface of Lake Cavanaugh road at all times. The surface of the CLC-95 approach must slope down from the edge of the Lake Cavanaugh road at the rate of 2% for a minimum distance of 8 feet.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain roads in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On Prehaul Maintenance roads, Purchaser shall use a grader to shape the existing surface before timber haul.

2-6 CLEANING CULVERTS

On the following roads, Purchaser shall clean the inlets and outlets of all culverts before timber haul.

<u>Road</u>	<u>Stations</u>
NC-ML	0+00 to 70+55
NC-03	0+00 to 38+87

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following roads, Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before timber haul. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
NC-ML	0+00 to 70+55
NC-03	0+00 to 38+87

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On Prehaul Maintenance roads, Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

3-5 CLEARING

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

In accordance with the Road Use Permit, on the following road if timber is standing at time of construction, Purchaser shall cut and deck timber along the side of the road.

<u>Road</u>	<u>Station</u>	<u>Comments</u>
BAM-16	0+00 to 2+01	Deck timber if applicable

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 50%.
- Against standing trees.

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris before the application of rock.

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 50%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

SECTION 4 – EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions must be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

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 (on side slopes 56-70%)	¾:1	150
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

4-21 TURNOUTS

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

4-22 TURNAROUNDS

Purchaser shall construct turnarounds in accordance with the TURNAROUND DETAIL on all roads. Turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be end hauled to the location specified in Clauses 4-36 through 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified on the MATERIALS LIST and as needed and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 55% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites identified by the Contract administrator.

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.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades by routing equipment over the entire width.

SECTION 5 – DRAINAGE

5-5 CULVERTS

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

5-7 USED CULVERT MATERIAL

On temporary roads, Purchaser may install used culverts. All other roads must have new culverts installed. Purchaser shall obtain approval from the Contract Administrator for the quality of the used culverts before installation.

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings".

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 36 inches in diameter and over before backfilling.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

5-27 ARMORING FOR STREAM CROSSING CULVERTS

At stream crossing culverts, Purchaser shall place riprap in conjunction with construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the MATERIALS LIST or as directed by the Contract Administrator. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following source 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, a joint operating plan must be developed. All parties shall follow this plan.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
ACQUISITION PIT	5+00 of the LK-14	3-INCH-MINUS BALLAST, RIPRAP

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following existing stockpiles on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage. Other stockpiles may not be used.

<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
20+85 of the LK-ML	3-INCH-MINUS BALLAST	ALL AVAILABLE
0+05 of the LK-14	3-INCH-MINUS BALLAST	ALL AVAILABLE

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense.

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.

<u>Source</u>	<u>Rock Type</u>
ACQUISITION PIT	3-INCH-MINUS BALLAST, RIPRAP

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications:

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

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

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

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 5% of the total volume mined in that source. No oversize material is allowed to remain in the rock source at the termination of this timber sale.
- Oversize material is defined as rock fragments too large to be converted by the Purchaser to a size that will meet specifications used for the roads in this sale.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-23 ROCK GRADATION TYPES

Purchaser shall provide rock in accordance with the types and amounts listed in the TYPICAL SECTION and MATERIALS LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation

6-34 3-INCH MINUS BALLAST ROCK

Ballast rock must be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock may contain no more than 5 percent organic debris, dirt, and trash.

6-50 LIGHT LOOSE RIP RAP

Light loose rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather. Light loose rip rap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<u>Quantity</u>	<u>Approximate Size Range</u>
20% to 90%	500 lbs. to 1 ton (18" - 28")
15% to 80%	50 lbs. to 500 lbs. (8" - 18")
10% to 20%	3 inch to 50 lbs. (3" - 8")

6-51 HEAVY LOOSE RIP RAP

Heavy loose rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather. Heavy loose rip rap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<u>Quantity</u>	<u>Size Range</u>
30% to 90%	1 ton to 2 ton (28" - 36")
30% to 70%	500 lbs. to 1 ton (18" - 28")
20% to 50%	50 lbs. to 500 lbs. (8" - 18")
10% to 20%	3 inch to 50 lbs. (3" - 8")

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depths using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION are loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements, and are not subject to reduction.

6-65 ROCK STOCKPILE LOCATION

Purchaser shall stockpile rock as listed below. Rock stockpiles must be in accordance Clause 6-67 ROCK STOCKPILE SPECIFICATIONS.

<u>Rock Source</u>	<u>Rock Type</u>	<u>Quantity (c.y.)</u>	<u>Stockpile Location</u>
ACQUISITION PIT	3-INCH-MINUS	500	ACQUISITION PIT

6-67 ROCK STOCKPILE SPECIFICATIONS

Rock stockpiles listed in Clause 6-65 ROCK STOCKPILE LOCATION must meet the following specifications:

Before placing aggregates upon the stockpile site, the site must be cleared of vegetation, trees, stumps, brush, rocks, or other debris and the ground leveled to a smooth, firm, uniform surface.

When completed, the stockpile must be neat and regular in shape. The stockpile height is limited to a maximum of 24 feet. Stockpiles in excess of 200 cubic yards must be built up in layers of not more than 4 feet deep. Stockpile layers must be constructed by trucks, clamshells, or other methods approved in writing by the Contract Administrator. Each layer must be completed over the entire area of the pile before depositing aggregates in the next layer. The aggregates may not be dumped so that they run down and over the lower layers in the stockpile.

Stockpiles of different types or sizes of aggregate must be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the TYPICAL SECTION. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the TYPICAL SECTION by routing equipment over the entire width.

6-73 ROCK FOR WIDENED PORTIONS

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

6-75 OPTIONAL ROCK EXCEPTION

On the temporary roads, if hauling takes place from May 1 to September 30 Purchaser may provide and place less rock than shown on the TYPICAL SECTION and MATERIALS LIST, when approved in writing by the Contract Administrator.

If less rock is applied, Purchaser shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

SECTION 7 – STRUCTURES

7-1 SIGN INSTALLATION

Purchaser shall install, and maintain the following road signs. Signs must be installed during all periods of rock and timber haul on the CLC-95. The Contract Administrator may approve alternative sign language.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
Lake Cavanaugh Road	200 feet on both sides of the intersection of Lake Cavanaugh Road and the CLC-95	TRUCKS ENTERING ROADWAY

7-30 BRIDGE MAINTENANCE

Purchaser shall conduct bridge maintenance as listed. Purchaser shall remove all old bridge material from state land before the termination of the contract. Purchaser may choose to protect bridge decking by placement of road steel plates; if Purchaser covers bridge decking they will be waived of the requirements listed below.

<u>Road</u>	<u>Station</u>	<u>Requirements</u>
LK-ML	1+95	During periods of rock haul, Contract Administrator may require the Purchaser to replace any and all bridge decking showing signs of heavy deterioration.

7-31 BRIDGE DECK REPAIR

Purchaser shall repair bridge decks using 4"x12" planks covering the entire area. All deck material must be No. 2 or better Douglas fir. The planks must be installed with a minimum 3-foot stagger. Planks are to be fastened to the bridge with carriage bolts; the head of the bolt shall be on the running surface of the plank and the washer and nut shall be underneath the bridge.

7-33 BRIDGE DECK FASTENING (STEEL BRIDGE)

The running planks must be fastened with galvanized machined grade 8 bolts with nuts and washers. The bolt holes must be pre-drilled. All bridge lifting locations must remain accessible.

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

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

8-15 REVEGETATION

Purchaser shall spread seed and fertilizer on all exposed soils within the grubbing limits resulting from road work activities. Cover all exposed soils using manual dispersal of grass seed and fertilizer. Other methods of covering must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed and fertilizer.

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover may consist of dispersed straw, jute matting, or clear plastic sheets. The protective cover requirement may be waived in writing by the Contract Administrator if Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Purchaser shall reapply the grass seed and fertilizer in areas that have failed to germinate or have been damaged through any cause. Restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and fertilizer at no addition cost to the state.

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 50 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Creeping Red Fescue	50
Elf Perennial Rye Grass	25
Highland Colonial Bentgrass	15
White Clover	10
Inert and Other Crop	0.5

8-27 FERTILIZER

Purchaser shall evenly spread the fertilizer listed below on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer must meet the following specifications:

<u>Chemical Component</u>	<u>% by Weight</u>
Nitrogen	16
Phosphorous	16
Potassium	16
Sulphur	3
Inerts	49

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
NC-01	4+80 to 10+32
NC-0102	0+00 to 8+01
NC-0102-01	0+00 to 8+77
CLC-95	0+00 to 4+32

9-22 ABANDONMENT

- Remove all ditch relief culverts. The resulting slopes must be 1:1 or flatter. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes must be 1.5:1 or flatter. Strive to match the existing native stream bank gradient. The natural streambed width must be re-established. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts are the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Place and compact removed material in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used.

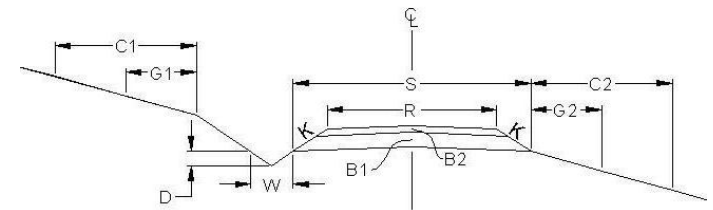
10-24 GAUGE AND CORRUGATION

Metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

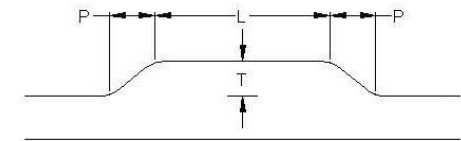
<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1 ¹ / ₂ "
24" to 48"	14 (0.079")	2 ² / ₃ " X 1 ¹ / ₂ "
54" to 96"	14 (0.079")	3" X 1"

ROAD #		LK-ML	LK-14	NC-ML	NC-ML
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		MAINTENANCE	MAINTENANCE	MAINTENANCE	CONSTRUCT
TOLERANCE CLASS (A/B/C)		C	C	C	C
STATION / MP TO		0+00	0+00	0+00	70+55
STATION / MP		73+34	5+00	70+55	86+93
ROAD WIDTH	R	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3
DITCH WIDTH	W	3	3	3	3
DITCH DEPTH	D	1	1	1	1
TURNOUT LENGTH	L	--	--	--	50
TURNOUT WIDTH	T	--	--	--	10
TURNOUT TAPER	P	--	--	--	25
GRUBBING	G1	--	--	--	5
	G2	--	--	--	5
CLEARING	C1	--	--	--	10
	C2	--	--	--	10
ROCK FILLSLOPE	K:1	--	--	--	1 ½ : 1
❖ BALLAST DEPTH	B1	--	--	--	18
CUBIC YARDS / STATION		--	--	--	114
➤ TOTAL CY BALLAST		--	--	30	1,865
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		--	--	30 ^A	1,865
SUBGRADE WIDTH	S	12	12	12	16.5
BRUSHCUT (Y/N)		Y	Y	Y	N
BLADE, SHAPE, & DITCH (Y/N)		N	N	Y	N

TYPICAL SECTION



TURNOUT DETAIL (PLAN VIEW)



SYMBOL NOTES

- ❖ Specified Rock Depth is FINISHED COMPACTED DEPTH in inches.
- Specified Rock Quantity is LOOSE MEASURE (Truck Cubic Yards) needed to accomplish specified FINISHED COMPACTED DEPTH. Rock quantities include volume for turnouts, curve widening and landings.

A: Culvert Cover/Prehaul Maintenance

B: Spot Patching/Prehaul Maintenance

Rock Totals Summary

Type	Quantity (Cubic Yards)
Ballast	7,300
Stockpile	500
Rip Rap	135

ROAD #		NC-0102-01	NC-03	NC-03	NC-0301	NC-0303	NC-0306	NC-0306	NC-12
REQUIRED / OPTIONAL		OPTIONAL	REQUIRED	REQUIRED	REQUIRED	OPTIONAL	OPTIONAL	OPTIONAL	REQUIRED
CONSTRUCT / RECONSTRUCT		CONSTRUCT	MAINTENANCE	CONSTRUCT	RECONSTRUCT	CONSTRUCT	RECONSTRUCT	CONSTRUCT	CONSTRUCT
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C	C
STATION / MP TO		0+00	0+00	38+87	0+00	0+00	0+00	2+73	0+00
STATION / MP		8+77	38+87	42+68	9+96	3+62	2+73	6+21	15+45
ROAD WIDTH	R	12	12	12	12	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3	3	3	3	3
DITCH WIDTH	W	2	3	3	3	3	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1	1	1
TURNOUT LENGTH	L	--	--	--	--	--	--	--	50
TURNOUT WIDTH	T	--	--	--	--	--	--	--	10
TURNOUT TAPER	P	--	--	--	--	--	--	--	25
GRUBBING	G1	5	--	5	5	5	5	5	5
	G2	5	--	5	5	5	5	5	5
CLEARING	C1	10	--	10	10	10	10	10	10
	C2	10	--	10	10	10	10	10	10
ROCK FILL SLOPE	K:1	1 ½ : 1	--	1 ½ : 1	1 ½ : 1	1 ½ : 1	1 ½ : 1	1 ½ : 1	1 ½ : 1
❖ BALLAST DEPTH	B1	18	--	18	9	18	3	18	18
CUBIC YARDS / STATION		114	--	114	53	114	17	114	114
➤ TOTAL CY BALLAST		1,000	50	435	530	415	45	395	1,760
❖ SURFACING DEPTH	B2	--	--	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		1,000	50 ^B	435	530	415	45	395	1,760
SUBGRADE WIDTH	S	16.5	12	16.5	14	16.5	12.5	16.5	16.5
BRUSH CUT (Y/N)		N	Y	N	N	N	N	N	N
BLADE, SHAPE, & DITCH (Y/N)		N	Y	N	N	N	N	N	N

ROAD #		CLC-95	BAM-16						
REQUIRED / OPTIONAL		REQUIRED	REQUIRED						
CONSTRUCT / RECONSTRUCT		CONSTRUCT	CONSTRUCT						
TOLERANCE CLASS (A/B/C)		C	C						
STATION / MP TO		0+00	0+00						
STATION / MP		4+35	2+52						
ROAD WIDTH	R	12	12						
CROWN (INCHES @ C/L)		3	3						
DITCH WIDTH	W	2	3						
DITCH DEPTH	D	1	1						
TURNOUT LENGTH	L	--	--						
TURNOUT WIDTH	T	--	--						
TURNOUT TAPER	P	--	--						
GRUBBING	G1	5	5						
	G2	5	5						
CLEARING	C1	10	10						
	C2	10	10						
ROCK FILLSLOPE	K:1	1 ½ : 1	1 ½ : 1						
❖ BALLAST DEPTH	B1	18	18						
CUBIC YARDS / STATION		114	114						
➤ TOTAL CY BALLAST		490	285						
❖ SURFACING DEPTH	B2	--	--						
CUBIC YARDS / STATION		--	--						
➤ TOTAL CY SURFACING		--	--						
➤ TOTAL CUBIC YARDS		490	285						
SUBGRADE WIDTH	S	16.5	16.5						
BRUSHCUT (Y/N)		N	N						
BLADE, SHAPE, & DITCH (Y/N)		N	N						

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:
												Diameter
												18"162 2/3" x 1/2"
												24" – 48"142 2/3" x 1/2"
												54" – 96"143" x 1"
NC-ML	0+15	--	--	--	--	--	--	--	--	--	--	5 YARDS RIPRAP TO BLOCK ACCESS AROUND GATE
NC-ML	25+41	18	30	XX	--	--	2	3	L	NT	C	
NC-ML	25+71	30	30	XX	--	--	4	6	L	NT	C	TYPE 4 STREAM. REPLACMENT. EXCAVATE/CLEAN INLET.
NC-ML	26+01	18	30	XX	--	--	2	3	L	NT	C	
NC-ML	74+09	18	30	XX	--	--	2	3	L	NT	C	
NC-ML	75+33	18	30	XX	--	--	2	3	L	NT	C	
NC-ML	78+42	18	30	XX	--	--	2	3	L	NT	C	
NC-ML	81+58	18	30	XX	--	--	2	3	L	NT	C	
NC-ML	84+10	18	30	XX	--	--	2	3	L	NT	C	
NC-ML	84+82	36	30	XX	--	--	4	6	L	NT	C	TYPE 4 STREAM
NC-ML	86+21	18	30	XX	--	--	2	3	L	NT	C	
NC-0102-01	2+24	24	30	XX	--	--	2	3	L	NT	C	TYPE 5 STREAM
NC-0102-01	2+81	24	30	XX	--	--	2	3	L	NT	C	TYPE 5 STREAM
NC-0102-01	6+84	18	30	XX	--	--	2	3	L	NT	C	
NC-03	9+08	--	--	--	--	--	--	--	--	--	--	20 YARDS SPOT PATCHING/PREHAUL MAINTENANCE
NC-03	17+90	--	--	--	--	--	--	--	--	--	--	20 YARDS SPOT PATCHING/PREHAUL MAINTENANCE
NC-03	26+27	--	--	--	--	--	--	--	--	--	--	10 YARDS SPOT PATCHING/PREHAUL MAINTENANCE
NC-03	39+53	18	30	XX	--	--	2	3	L	NT	C	

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
												18” 24” – 48” 54” – 96”	16 14 14	2 2/3" x 1/2" 2 2/3" x 1/2" 3" x 1"
NC-0301	2+39	18	30	XX	--	--	2	3	L	NT	C			
NC-0303	0+15	18	30	XX	--	--	2	3	L	NT	C		DITCHLAY	
NC-0306	1+03	24	30	XX	--	--	2	3	L	NT	C		TYPE 5 STREAM	
NC-0306	5+63	18	30	XX	--	--	2	3	L	NT	C			
NC-12	2+35	24	30	XX	--	--	2	3	L	NT	C		TYPE 5 STREAM	
NC-12	12+94	18	30	XX	--	--	2	3	L	NT	C			
NC-12	13+35	30	30	XX	--	--	4	6	L	NT	C		TYPE 4 STREAM	
CLC-95	0+15	12	40	XX	--	--	2	3	L	NT	C		REQUIRED PER COUNTY ACCESS PERMIT	
BAM-16	2+01	18	30	XX	--	--	2	3	L	NT	C			

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

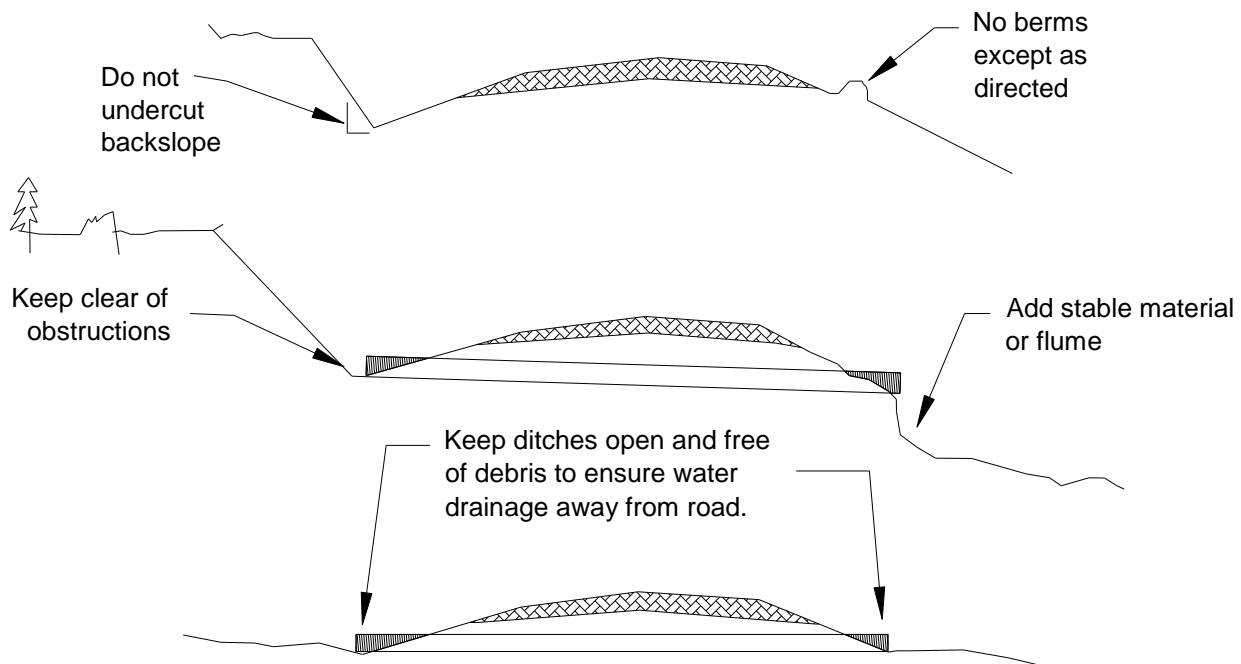
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

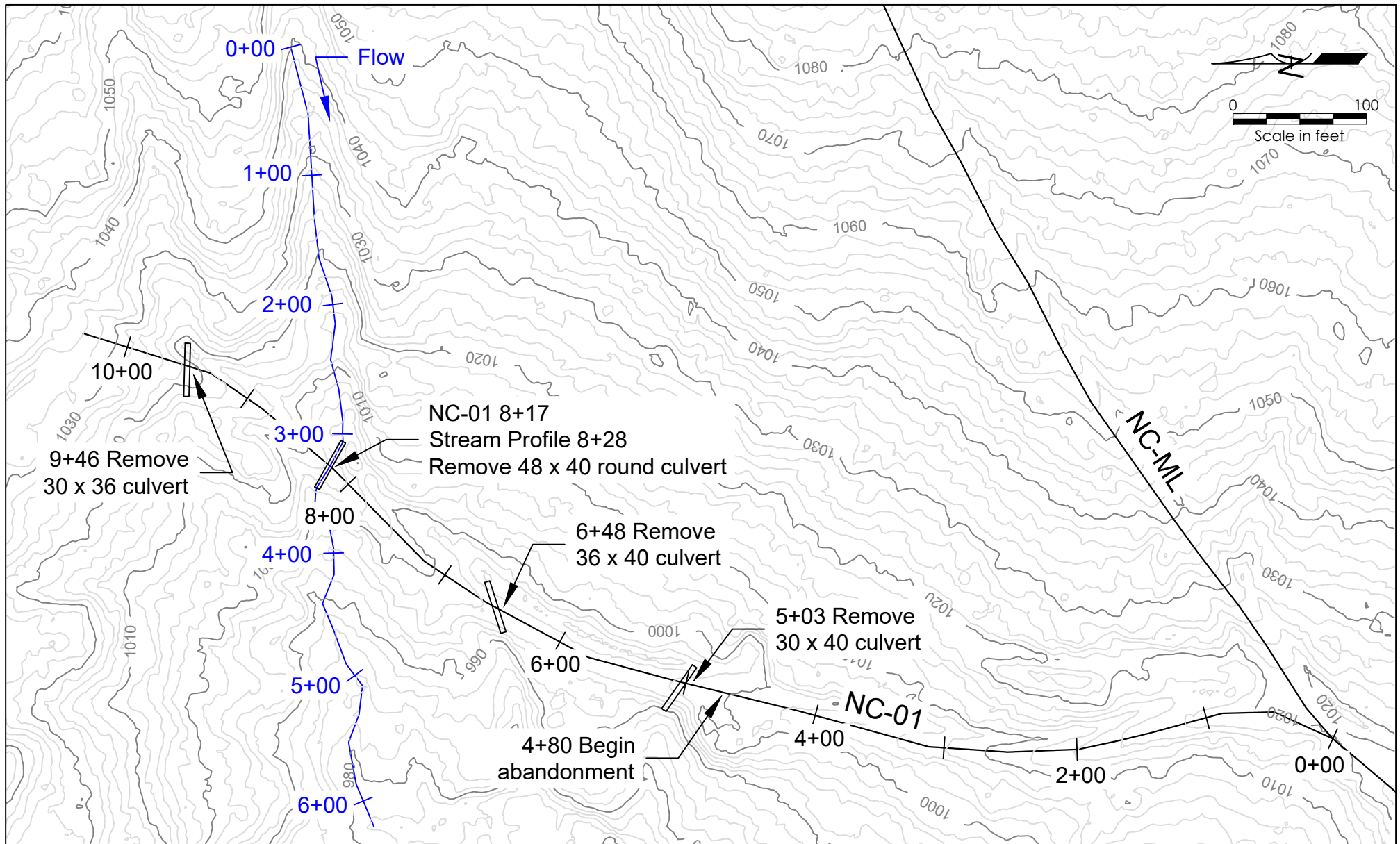
Termination of Use or End of Season

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

Debris

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

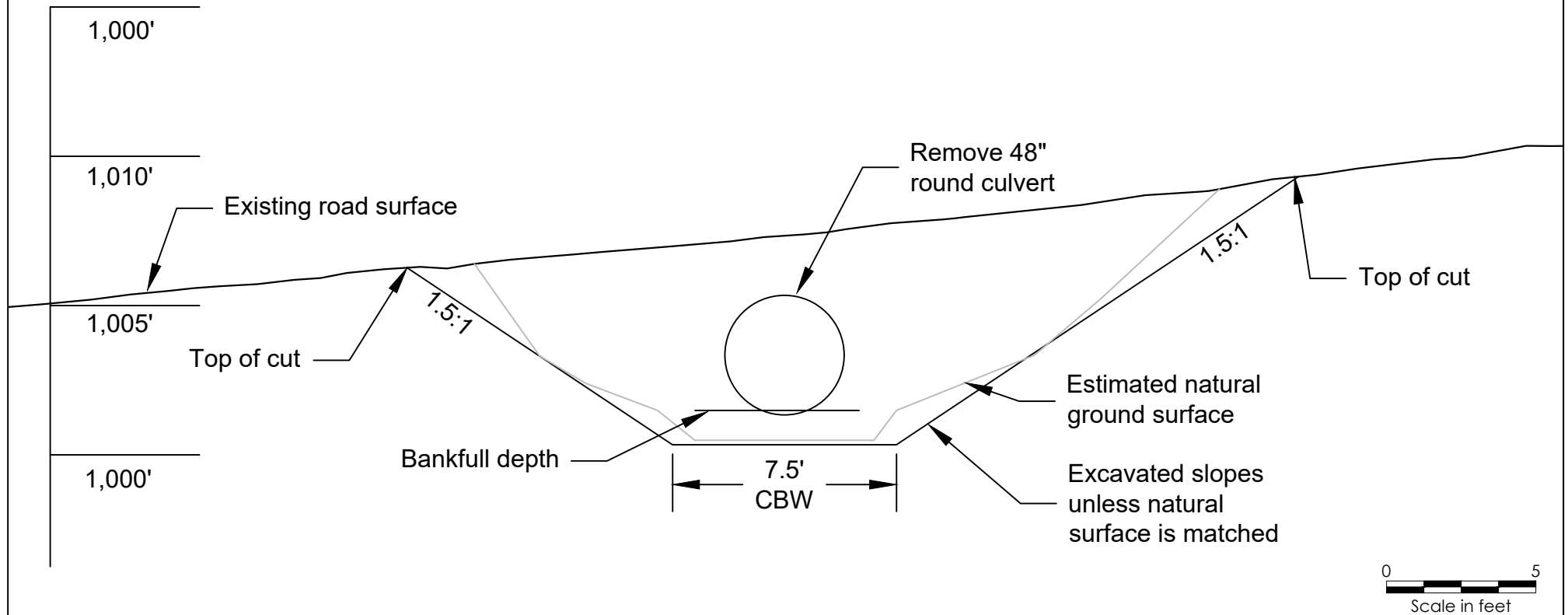




Revisions:	By	Date	<div>SITE PLAN</div> <div>WA DNR STATE LANDS</div>	<div>Sec 16 T33 N R06 E</div> <div>Lat & Long: 48°20.503' N</div> <div>122°2.887' W</div> <div>Date: April 12, 2022</div>	<div>Page</div> <div>33 of 45</div>

Abandonment notes;

- Remove all angular rock from stream bed.
- Spread grass seed and straw on all exposed soils in accordance with Section 8
- If stream is flowing during abandonment, Purchaser shall bypass pump and exclude fish from the culvert removal site.
- In stream work limited to WDFW fish window July 1 through September 30.

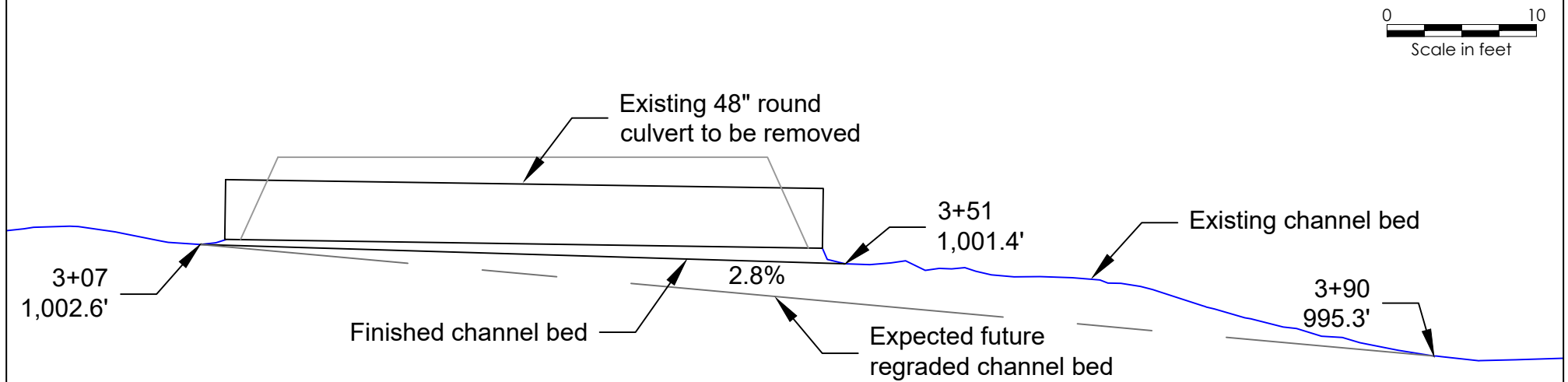
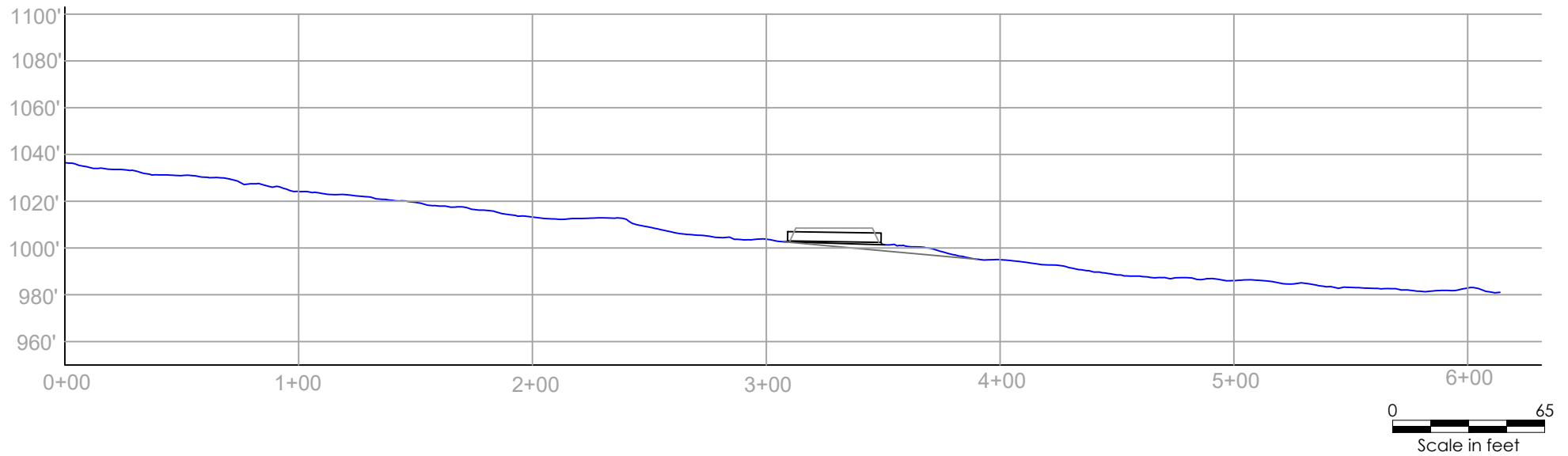


Revisions:	By	Date

ROAD PROFILE WA DNR STATE LANDS

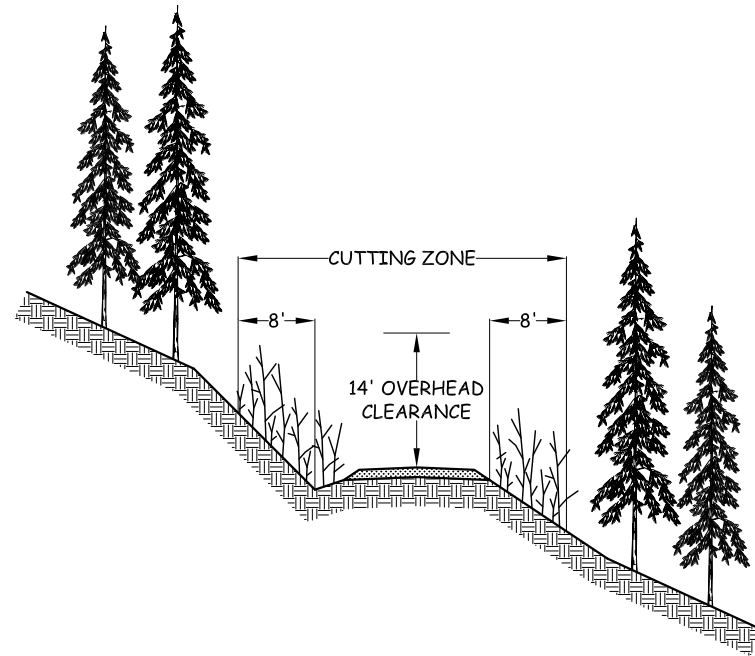
Sec 16 T33 N R06 E
 Lat & Long: 48°20.503' N
 122°2.887' W
 Date: April 12, 2022

Page
34 of 45



Revisions:	By	Date	CHANNEL PROFILE WA DNR STATE LANDS	Sec 16 T33 N R06 E Lat & Long: 48°20.503' N 122°2.887' W Date: April 12, 2022	Page 35 of 45

ROAD BRUSHING DETAILS



SPECIFICATIONS

BRUSH SHALL BE CUT ON THE ROAD SURFACE AND 8 ft. BACK FROM ROAD DITCH AND OUTSIDE EDGE OF RUNNING SURFACE.

ON THE INSIDE OF SWITCHBACKS AND TIGHT CURVES, BRUSH SHALL BE CUT BACK 16 ft. FOR VISIBILITY.

ON TRUCK TURNOUTS, BRUSH SHALL BE CUT 8 ft. BACK FROM OUTSIDE EDGE.

BRUSH SHALL BE CUT TO PROVIDE AN OVERHEAD CLEARANCE OF 14 ft. ABOVE THE ROAD RUNNING SURFACE.

BRUSH SHALL BE CUT TO WITHIN 6 in. OF THE GROUND.

SLASH SHALL BE REMOVED FROM CUT SLOPES ABOVE THE ROAD AND SCATTERED ON EMBANKMENT SLOPES.

DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

CULVERT INLETS AND OUTLETS SHALL BE CLEANED A MINIMUM DISTANCE OF TWO PIPE DIAMETERS AWAY.

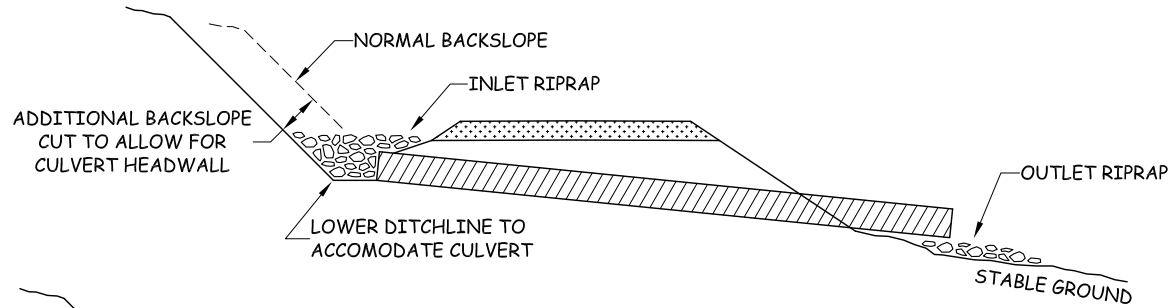
CONTRACT #
30-103173

PROJECT
NORTH CAVANAUGH

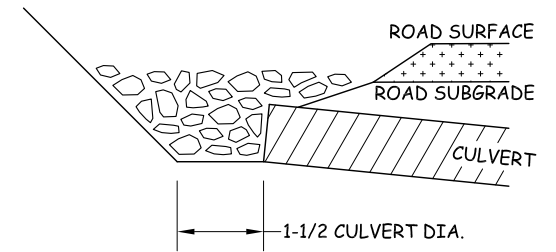
SHEET
36 OF 45

CULVERT AND DRAINAGE SPECIFICATIONS

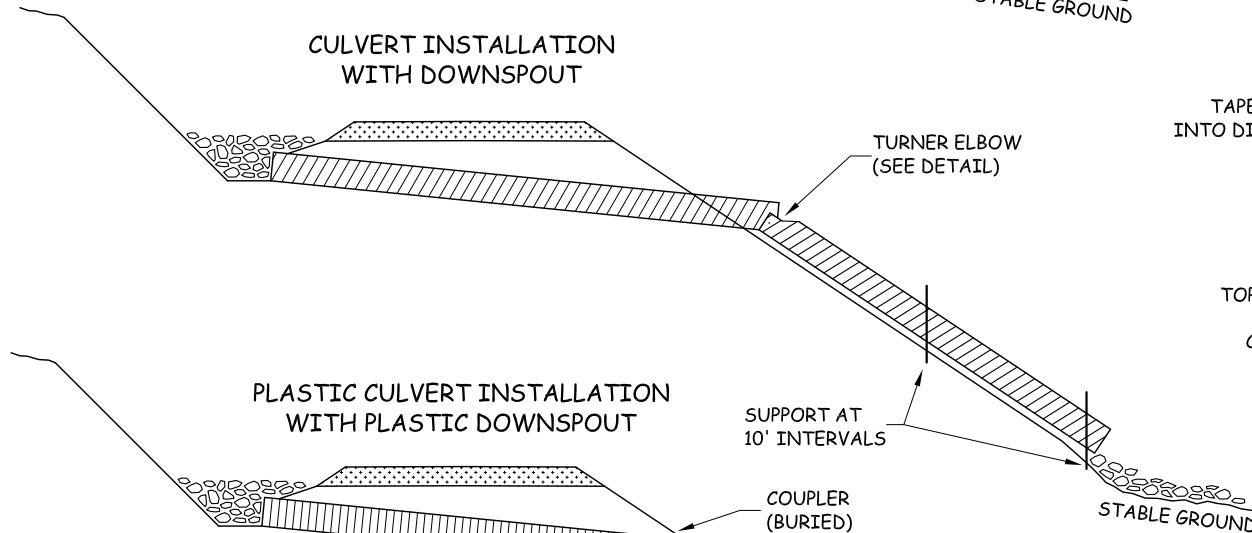
CULVERT INSTALLATION (TYPICAL)



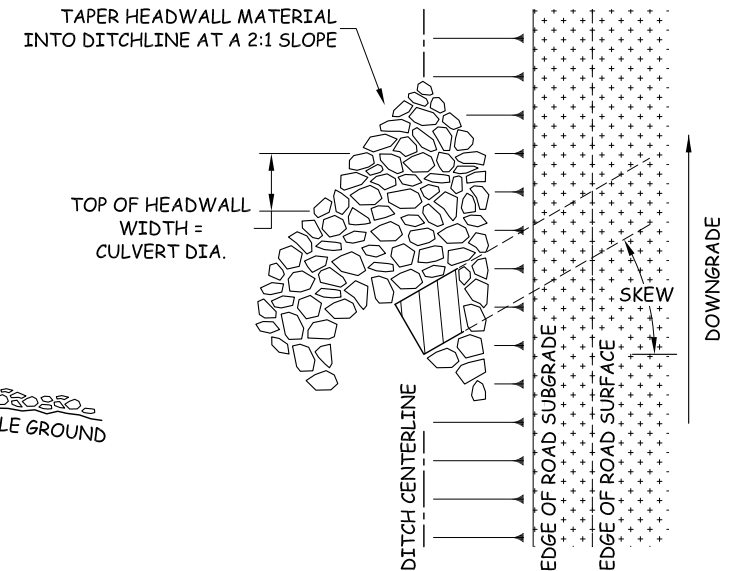
CULVERT HEADWALL - SECTION VIEW



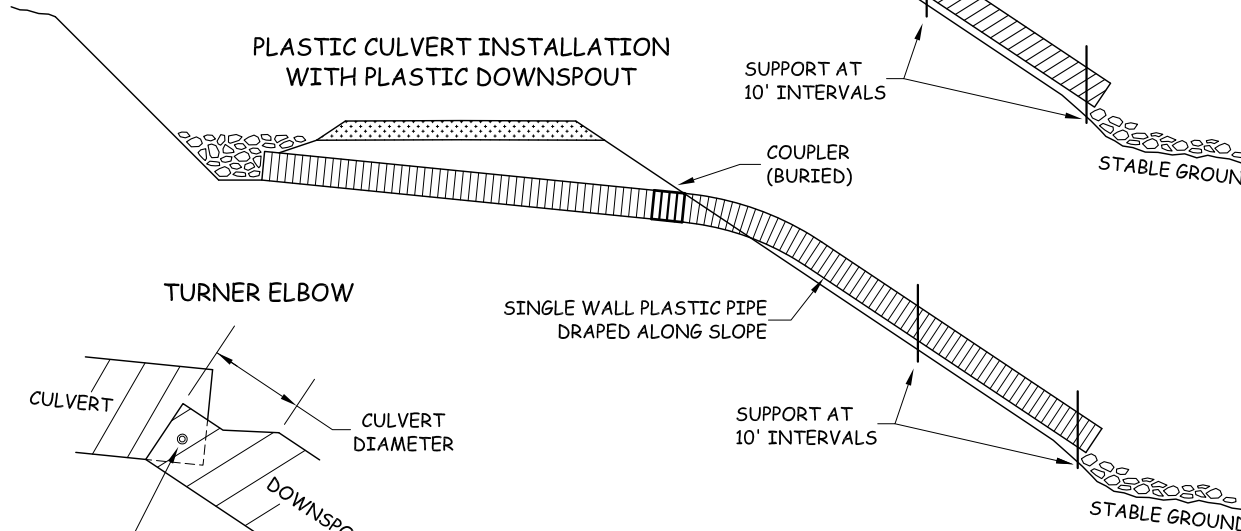
CULVERT INSTALLATION WITH DOWNSPOUT



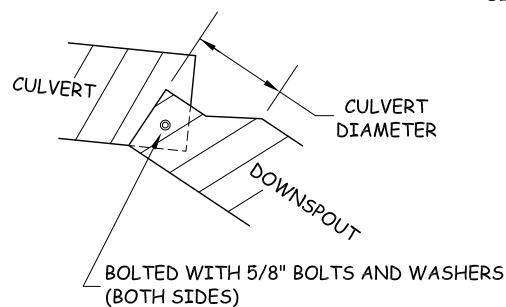
CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



TURNER ELBOW



HEADWALL NOTE:

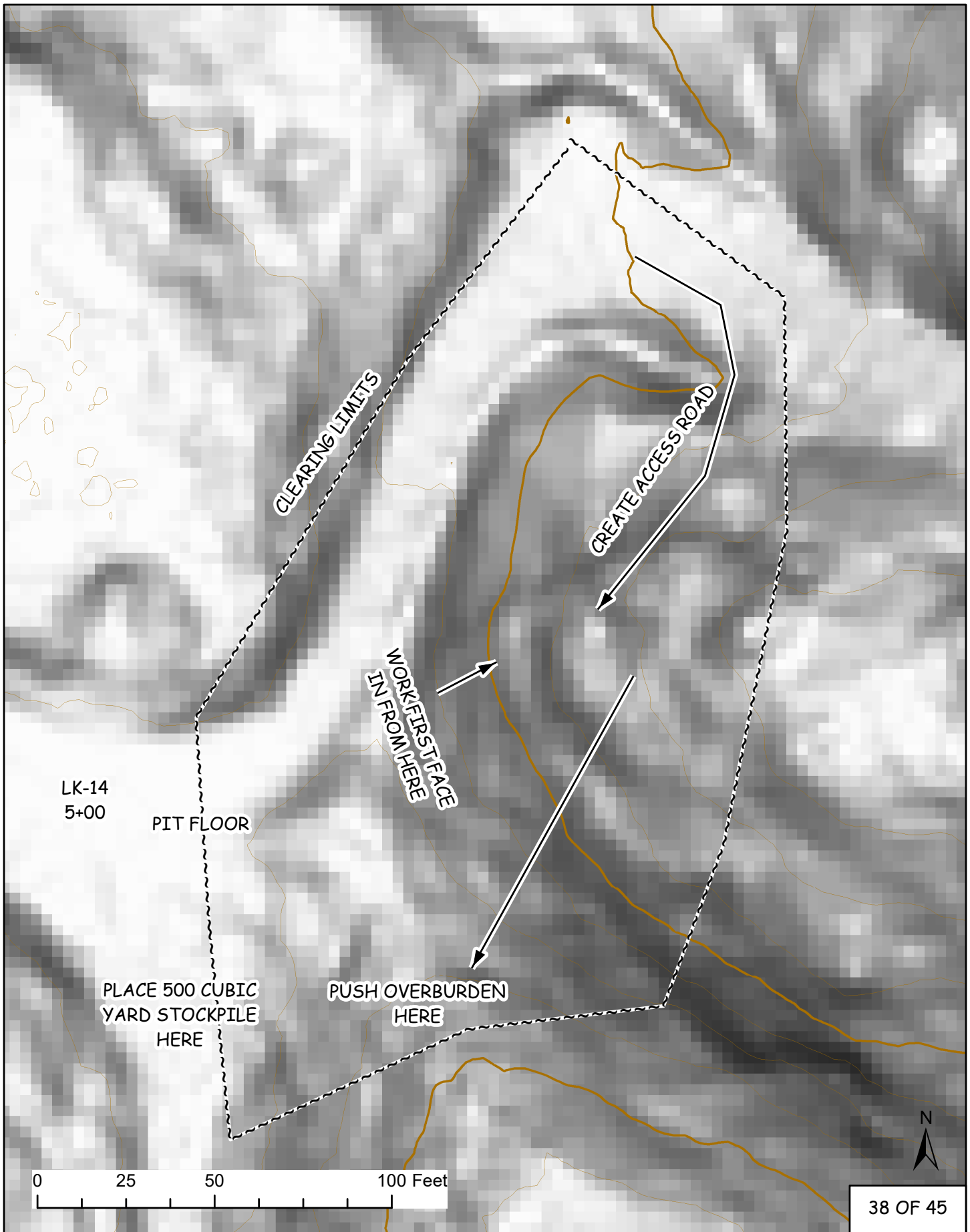
HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT #
30-103173

PROJECT
NORTH CAVANAUGH

SHEET
37 OF 45

ACQUISITION PIT -- PIT PLAN



Right-of-Way/Utility Permit Application



Skagit County Public Works

1800 Continental Place
Mount Vernon, WA 98273

Phone: 360.416-1400
www.skagitcounty.net
pw@co.skagit.wa.us

Internal Use Only

Permit Number

Road Number

Mile Post

Road District

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Permission is hereby granted to: (Issued in the name of the utility owner)

Name:	WA DNR		
Address:	919 North Township	City:	Sedro Woolley
State:	WA	Zip:	98284
Contractor	TBD	Phone:	360-982-1432
		Contr Lic #	TBD
Email:	jeremy.westra@dnr.wa.gov		

Proposed start:	TBD	Finish:	TBD
Project location:			

Project Description: (attach construction plans)

Construction of a temporary logging road at MP 9.57 on Lake Cavanaugh Road. New access will take off on the south side of county road directly across from existing DNR access road. Upon completion of timber harvest DNR will decommission road and return the county Right-of-Way to original conditions.
Applying for a "draft" permit, subcontractor will submit final application and pay fee upon award of DNR timber sale bid.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from the Skagit County Road Engineer or his representative.

Approved By: _____

Date Issued: _____

Permit expires 90 days from date of issuance.

Please be sure to read and sign the following pages of this application.

FINAL INSPECTION REQUIRED 24 HOURS MINIMUM NOTICE

Inspected by:			
Date:		Final:	
Comments:			

Applicant is responsible for having all utilities located prior to construction. Call before you dig 1-800-424-5555

GENERAL PROVISIONS APPLICABLE TO ALL WORK WITHIN COUNTY RIGHT-OF-WAY

Insurance

The Applicant shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict required coverage must be pre-approved by the County. The Permit shall not be effective until evidence of all required insurance and bonding is provided to the County. The Applicant's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Applicant and returned to the County Department with whom the Permit is executed. The insurance policy or policies will not be cancelled, materially changed or altered without forty-five (45) day prior notice submitted to the department with whom the Permit is executed. The policy shall be endorsed and the certificate shall reflect that the County is an additional named insured on the Applicant's general liability policy with respect to activities under the Permit. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be in excess and not contributory insurance to that provided by the Applicant.

The Applicant shall not commence work, nor shall the Applicant allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the County and filed with the department with whom the Permit is executed. Upon request, the Applicant shall forward to the County the original policy, or endorsement obtained, to the Applicant's policy currently in force.

Failure of the Applicant to fully comply with the insurance requirements set forth herein, during the term of the Permit, shall be considered a material breach of contract and cause for immediate termination of the Permit at the County's discretion.

Providing coverage in the amounts listed shall not be construed to relieve the Applicant from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

1. GENERAL LIABILITY INSURANCE: The Applicant shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Skagit County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy or insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used, "Skagit County, its Officers, Agents and Employees are named Additional Insured."

The Applicant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the County.

GENERAL PROVISIONS APPLICABLE TO ALL WORK WITHIN COUNTY RIGHT-OF-WAY

The construction of all public and private roads in Skagit County shall comply with the most recent version of the Skagit County Public Works Standards adopted by the Board of Skagit County Commissioners. See, **SCC 14.36.010**

No person shall be permitted to build or construct any approach to any county road without first obtaining permission therefor from the Board [of Skagit County Commissioners]. See, **RCW 36.75.130**

A bond in the amount of \$ (120% of the actual contract amount) is required for the protection of Skagit County asset forth in the terms of the bond.

All work shall comply with Skagit County Utility Policy and Road Standards. Available online at <http://www.skagitcounty.net/Departments/PublicWorksDevelopmentReview/main.htm>

All work shall comply with Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction. <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

The Applicant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the County.

The undersigned hereby accept this permit subject to the terms and conditions as herein set forth.

Signature of applicant: _____

Print name:	Jeremy Westra	Date:	3/21/2022
Title of Applicant:	District Engineer, WA DNR Northwest Region		

Please complete roadside safety section:

ROADSIDE HAZARDS

- ☐ This installed utility meets Skagit County Control Zone Guidelines.
- ☐ This installed utility does not meet Skagit County Control Zone Guidelines and the completed Control Zone Variance Request form is attached.

TRAFFIC CONTROL PLAN

- ☐ This work will not impede traffic, there will be no equipment, workers, or hazards in or near the traveled way.
- ☐ This work will affect traffic, a complete traffic control plan is attached with this application.

Traffic control plan information:

http://www.wsdot.wa.gov/NR/rdonlyres/7C537BEC-B174-4E13-8C26-B33B6BADADD8/0/WZSB_Traffic_Control_Plans.pdf

Skagit County Road Temp Logging Access Inspector's Report: PW22-0*** Lk Cavanaugh Rd

Note: Access permit authorizes access location and allowed work within the County right-of-way only
(Applicant is responsible for securing Critical Area Review and applicable permits for driveway within parcel.)

Any construction near the travel lane that will affect traffic must submit a traffic control plan.

A.) Road **#00200** Class **08** Maintenance District **2** Site review date: **03/31/2022** Inspector: **Paul Erickson**
B.) Access Permit is hereby: ☐ Granted ☒ **DRAFT ONLY - LOCATION OK** Date: **04/05/2022**
C.) Install: ☐ Single ☐ Double width ☒ Pvt. Rd: **Temporary logging access** Mile Post **9.570**

Subject to all the terms, conditions and provisions written or printed below or on any part of this form. Access to be installed per County Standards and all permit conditions subject to the following:

☒ Access requires improvements as indicated below; certificate of insurance must be submitted for review by Skagit County Risk Management prior to any work within County Right-of-Way.

☒ Access requires improvements as indicated below, certificate of insurance submitted prior to permit issuance:

☒ Minimum **40** feet of **12** inch culvert is required at this **30'** wide access. (16 ga CMP, concrete, N-12 poly) **12" min. cover**

☒ Ditch must be cleaned of debris/organics and culvert set at proper gradient, consistent with adjacent culverts.

☒ Bevel culvert ends and driveway fill slopes within right-of-way control zone to **3h→:1v↑** 

☒ The shoulder surface at apron shall have a slope of 2% away from the County road surface minimum **eight** feet.

☒ Access point grades and apron lengths per Skagit County Road Standards - see attached for reference

☒ Surface construction access with quarry spalls, see BMP C105 attached

☒ Minimum sight braking distance of **450'** is required.

☒ Vegetation must be trimmed by the applicant to provide adequate sight distance. Any tree removal within right-of-way must follow Skagit County Tree Cutting Policy

☒ Remove culvert and restore ditch at completion.

***RCW 46.61.655 (4)(b) Any vehicle with deposits of mud, rocks, or other debris on the vehicle's body, fenders, frame, undercarriage, wheels, or tires shall be cleaned of such material before the operation of the vehicle on a paved public highway.**

No surface drainage shall flow onto the County road surface. The surface of the shoulder apron shall have a slope of 2% away from the road from its connection with the County road pavement. All surface drainage from access road must be dispersed on property or contained and directed to an open ditch when approved by the County.

A bond in the amount of _____ is required to insure compliance with the above conditions, said bond to be kept in full force and effect for a period of _____ years following completion and inspection of work authorized by this permit.

☒ No work shall be done under this application until the party or parties to whom it is granted have communicated with or received issued instructions from: Name: **Paul Erickson** Email: perickson@co.skagit.wa.us Phone: **(360) 416-1400**

☒ Culvert placement req'd: _____ ☒ Grade inspection req'd: _____ ☒ Final inspection req'd: _____

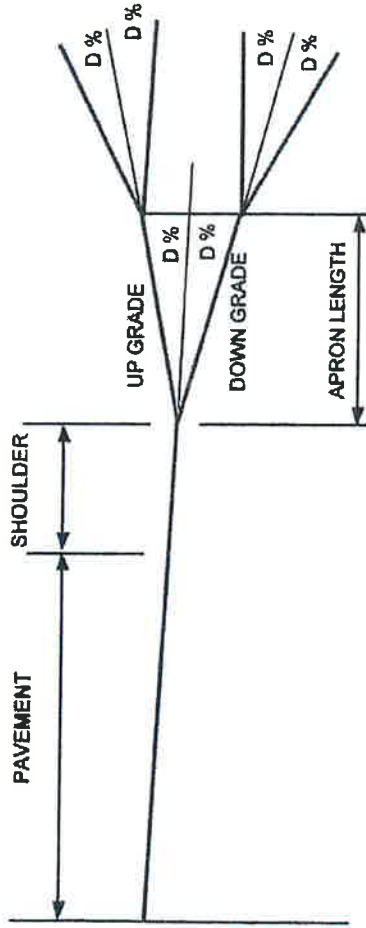
☒ Final Inspection by: _____ Date: _____

It is the responsibility of the owner to notify all utilities and private property owners when such property is subject to injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

The construction of all public and private roads in Skagit County shall comply with the most recent version of the Skagit County Public Works Standards adopted by the Board of Skagit County Commissioners. See, SCC 14.36.010

No person shall be permitted to build or construct any approach to any county road without first obtaining permission therefor from the Board [of Skagit County Commissioners]. The boards of the several counties of the state may adopt reasonable rules for the construction of approaches which, when complied with, shall entitle a person to build or construct an approach from any abutting property to any county road. The rules may include provisions for the construction of culverts under the approaches, the depth of fills over the culverts and for such other drainage facilities as the board deems necessary. The construction of approaches, culverts, fills, or such other drainage facilities as may be required shall be under the supervision of the county road engineer, and all such construction shall be at the expense of the person benefited by the construction. See, RCW 36.75.130

UTILITY DAMAGE IS COSTLY, CALL BEFORE YOU DIG 811 (aka) 1-800-424-5555.



ACCESS POINT GRADES AND APRON LENGTHS FOR ROADWAYS AND DRIVEWAYS

DESIGN VALUES			
ROADWAY CLASSIFICATION	APRON LENGTH (A)	GRADE CHANGE (D)	
		DESIRABLE	MAXIMUM
ARTERIAL	MIN. 20 FEET	4% OR LESS	5%
COLLECTOR	MIN. 15 FEET	5% OR LESS	6%
LOCAL ACCESS	MIN. 10 FEET	6% OR LESS	7%

AccessGrades.doc

GENERAL NOTES

1. PIVOT POINT SHALL BE AT THE EDGE OF SHOULDER
2. DESIRABLE WIDTHS SHOWN WILL BE THE REQUIREMENT, UNLESS THE APPLICANT DEMONSTRATES TO THE ENGINEER'S SATISFACTION THAT THEY CANNOT BE OBTAINED.
3. VERTICAL CURVES ARE NOT TO EXCEED A 3-1/4" HUMP OR A 2" DEPRESSION IN A 10 FOOT CHORD.
4. IN CASES OF FUTURE LAND WIDENING AND ADDITIONAL LANES, THE APRON LENGTH SHALL BE INCREASED TO ACCOMMODATE FUTURE WIDENING.



SKAGIT COUNTY
DEPARTMENT OF
PUBLIC WORKS

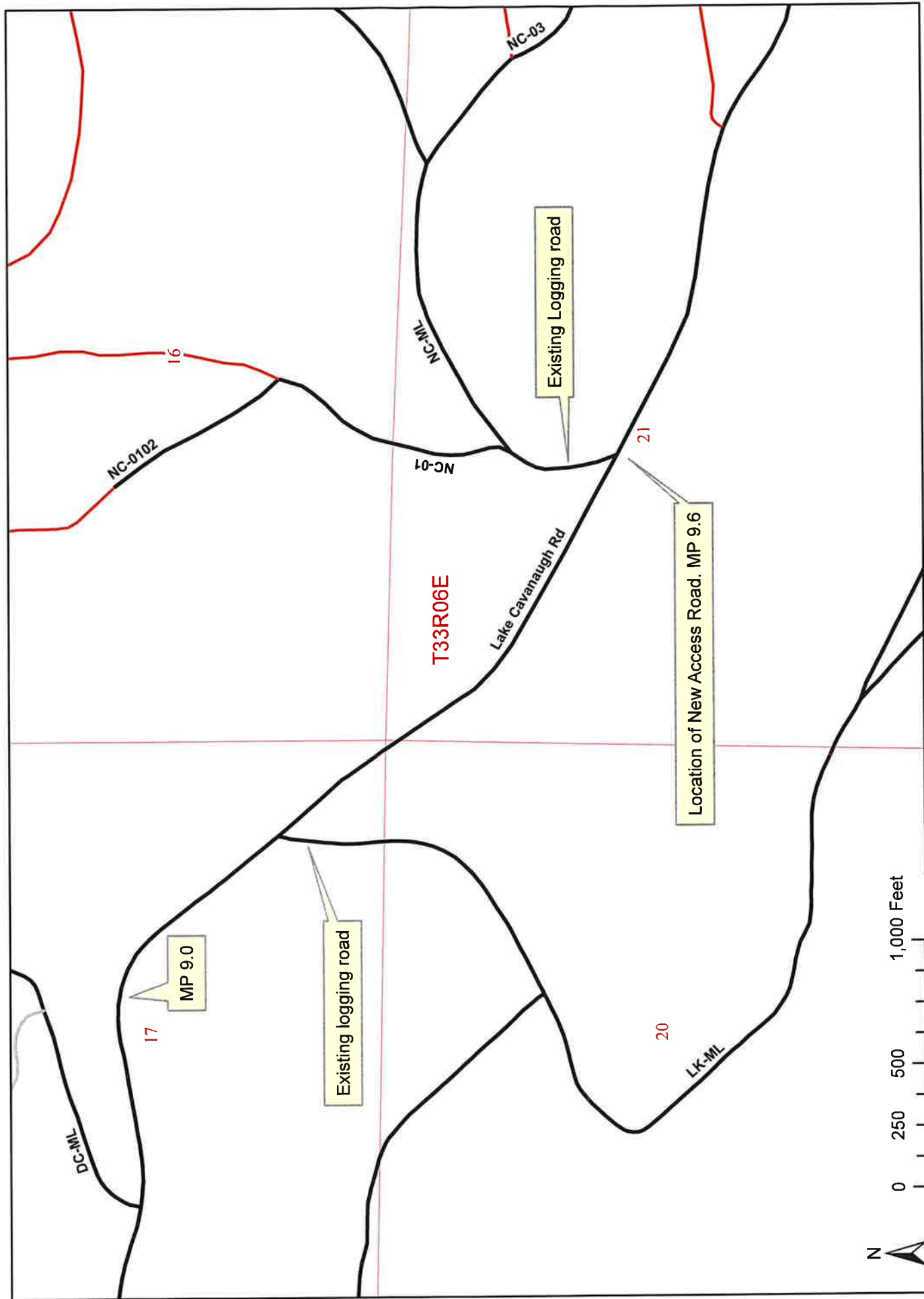
REVISIONS	DATE

ROADWAY
STANDARDS

ACCESS POINT GRADES

FIGURE C - 4

6/26/2000



SUMMARY - Road Development Costs

REGION: NW

DISTRICT: Clear Lake

SALE/PROJECT NAME: North Cavanaugh

CONTRACT #: 30-103173

ROAD NUMBERS:	NC-ML, NC-0102-01, NC-03, NC-0303, NC-0306, NC-12, CLC-95, BAM-16	NC-0301, NC-0306	LK-ML, LK-14 NC-ML, NC-03
ROAD STANDARD:	Construction	Reconstruction	Pre-Haul Maintenance
NUMBER OF STATIONS:	58.35	31.02	187.76
CLEARING & GRUBBING:	\$25,611	\$1,750	\$0
EXCAVATION & FILL:	\$54,630	\$6,307	\$0
MISC. MAINTENANCE:	\$0	\$0	\$7,125
ROAD ROCK:	\$133,200	\$10,760	\$1,204
ROCK STOCKPILE PROD:	\$6,483	\$0	\$0
CULVERTS & FABRIC:	\$13,561	\$1,374	\$2,595
STRUCTURES:	\$0	\$0	\$0
MOBILIZATION:	\$1,524	\$1,524	\$1,266
TOTAL COSTS:	\$235,009	\$21,715	\$12,190
COST PER STATION:	\$4,028	\$700	\$65
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$2,285	
TOTAL (All Roads) =			\$271,199
SALE VOLUME MBF =			4600
TOTAL \$/MBF =			\$58.96

Compiled by: J. Westra

Date: 8/4/2022

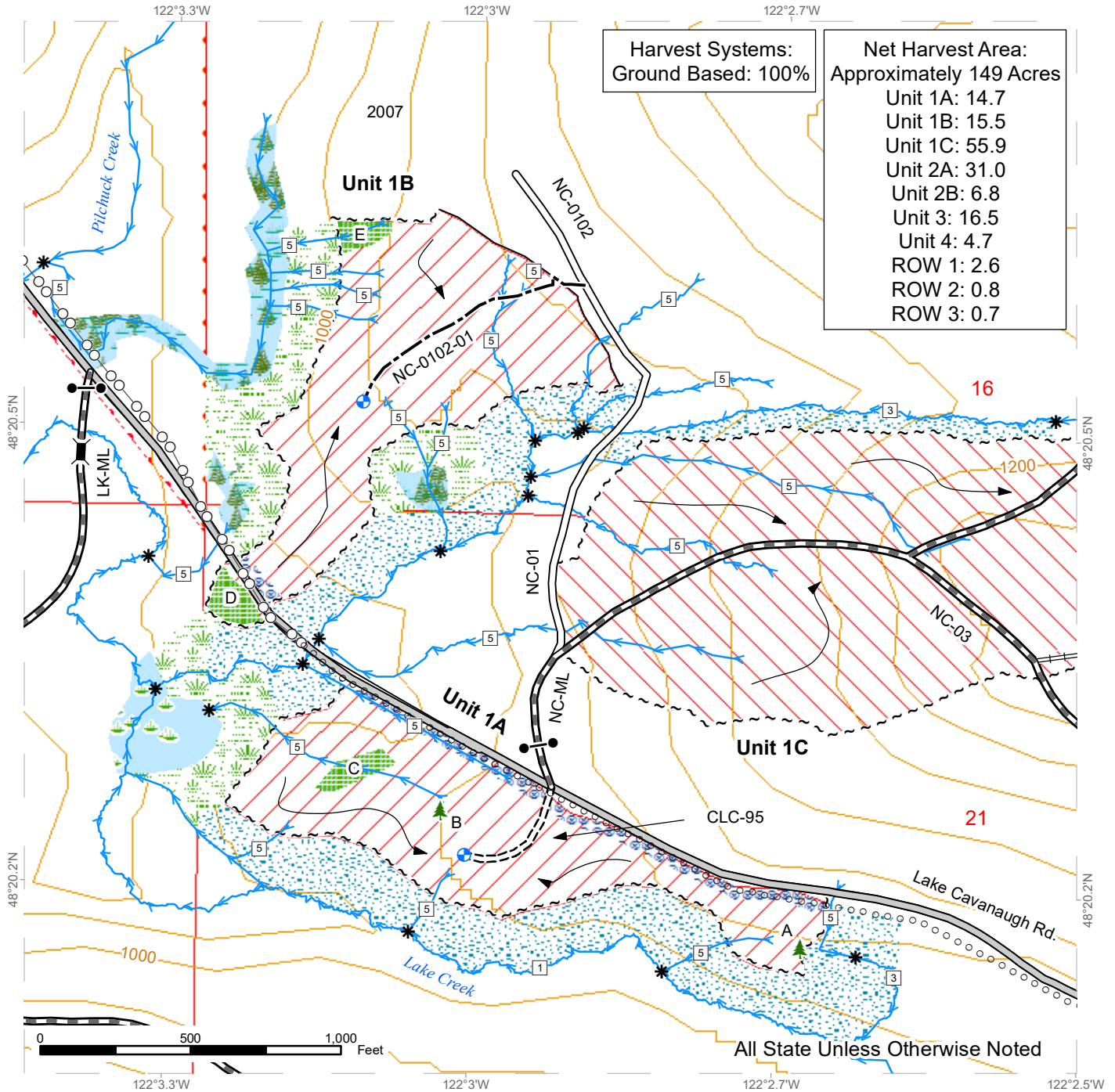
LOGGING PLAN MAP

SALE NAME: NORTH CAVANAUGH
AGREEMENT#: 30-103173
TOWNSHIP(S): T33R6E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 960-1080

Harvest Systems:
 Ground Based: 100%

Net Harvest Area:
 Approximately 149 Acres
 Unit 1A: 14.7
 Unit 1B: 15.5
 Unit 1C: 55.9
 Unit 2A: 31.0
 Unit 2B: 6.8
 Unit 3: 16.5
 Unit 4: 4.7
 ROW 1: 2.6
 ROW 2: 0.8
 ROW 3: 0.7

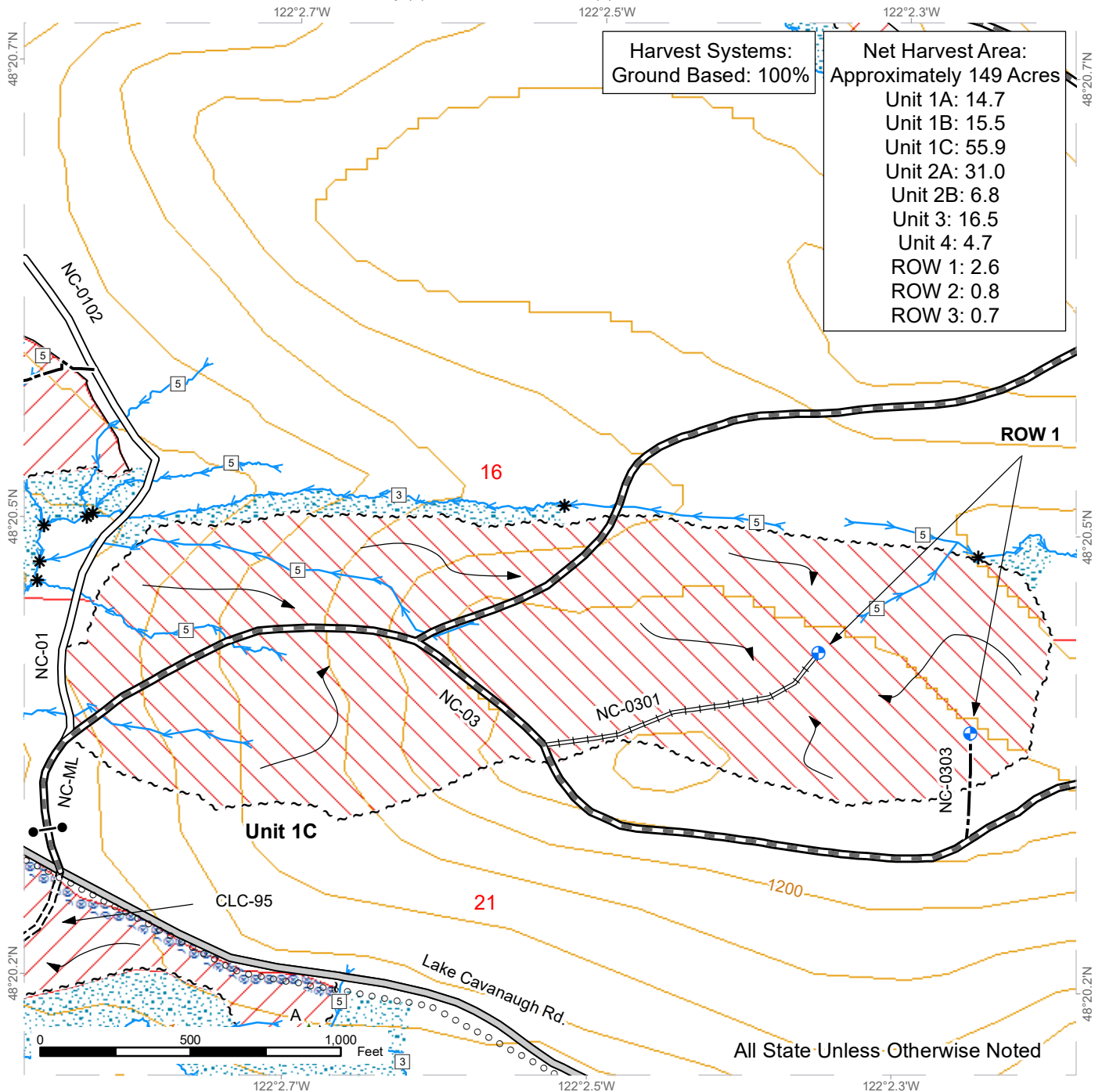


All State Unless Otherwise Noted

LOGGING PLAN MAP

SALE NAME: NORTH CAVANAUGH
AGREEMENT#: 30-103173
TOWNSHIP(S): T33R6E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
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ELEVATION RGE: 960-1080



Harvest Systems:
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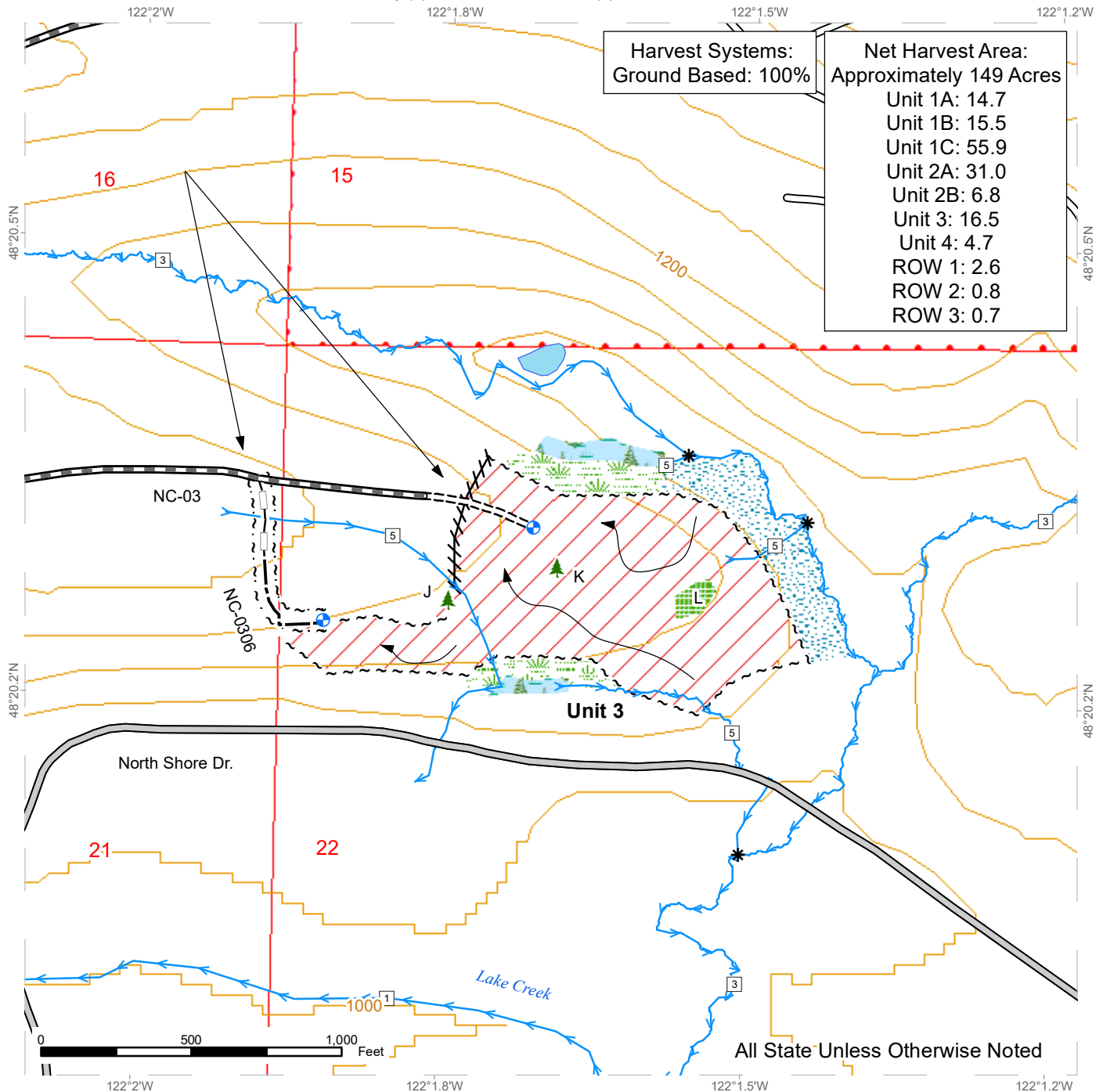
	Variable Retention Harvest		Special Mgmt Area		Required Pre-Haul Maintenance
	Variable Density Thinning		Leave Tree Tags		Required Construction
	Riparian Mgt Zone		Right of Way Tags		Required Reconstruction
	Hazard Abatement Area		Take / Removal Trees		Optional Construction
	Ground Harvest		Property Line		Buried Lines (approx)
	Streams		Flag Line		Gate (F1-3)
	Sale Boundary Tags		County Road		Landing - Proposed
	Timber Type Change		Existing Roads		Leave Tree Area <1/4-acre



LOGGING PLAN MAP

SALE NAME: NORTH CAVANAUGH
AGREEMENT#: 30-103173
TOWNSHIP(S): T33R6E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 960-1080



Harvest Systems:
 Ground Based: 100%

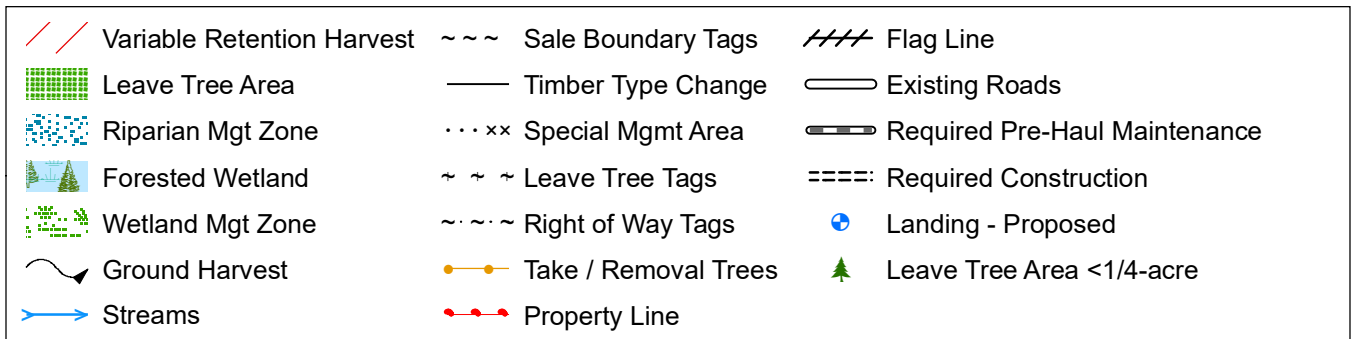
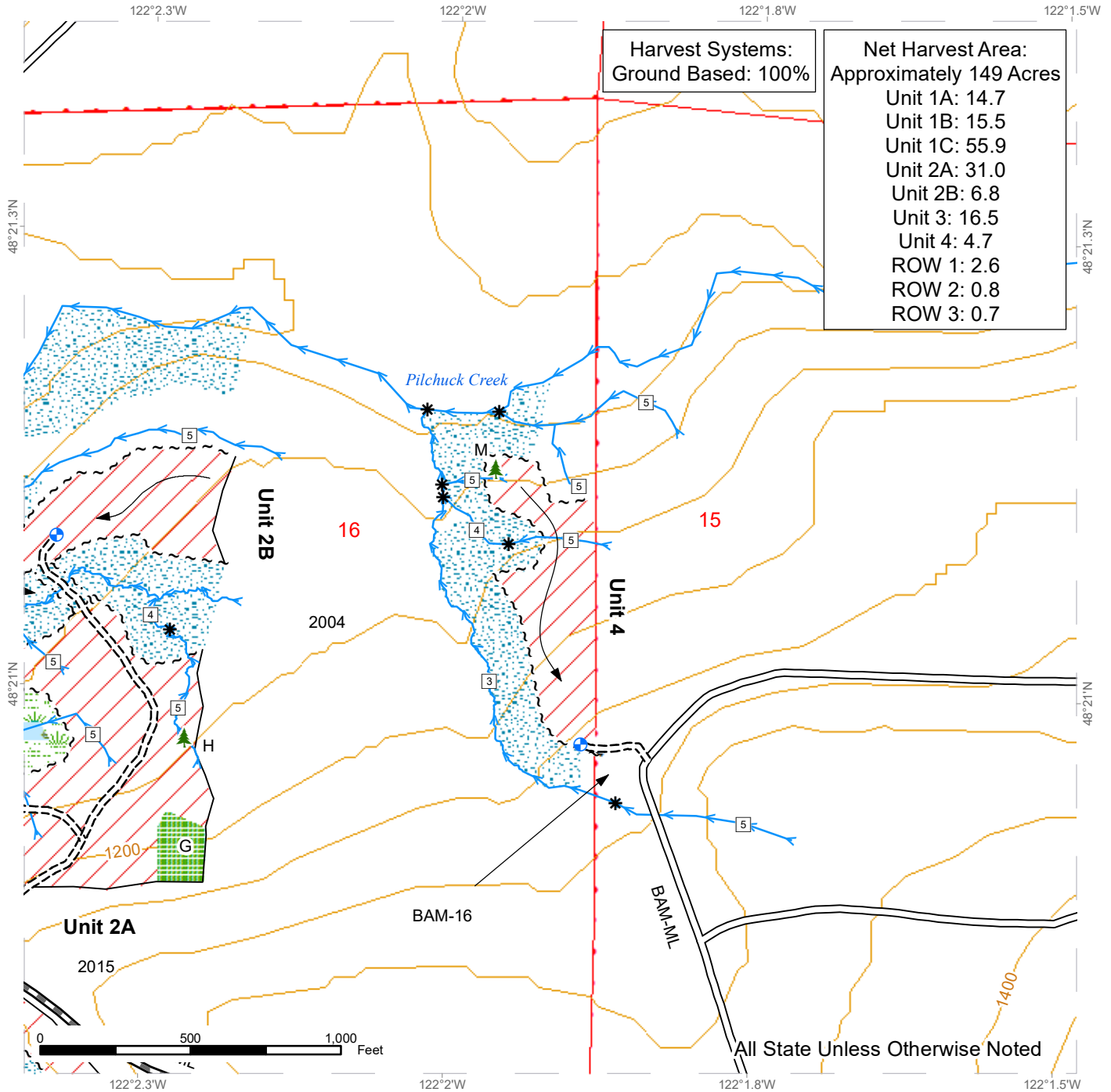
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 Unit 2A: 31.0
 Unit 2B: 6.8
 Unit 3: 16.5
 Unit 4: 4.7
 ROW 1: 2.6
 ROW 2: 0.8
 ROW 3: 0.7

Variable Retention Harvest	Timber Type Change	Existing Roads
Leave Tree Area	Special Mgmt Area	Required Pre-Haul Maintenance
Riparian Mgt Zone	Leave Tree Tags	Required Construction
Forested Wetland	Right of Way Tags	Optional Construction
Wetland Mgt Zone	Take / Removal Trees	Optional Reconstruction
Ground Harvest	Property Line	Landing - Proposed
Streams	Flag Line	Leave Tree Area <1/4-acre
Sale Boundary Tags	County Road	Open Water

LOGGING PLAN MAP

SALE NAME: NORTH CAVANAUGH
AGREEMENT#: 30-103173
TOWNSHIP(S): T33R6E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

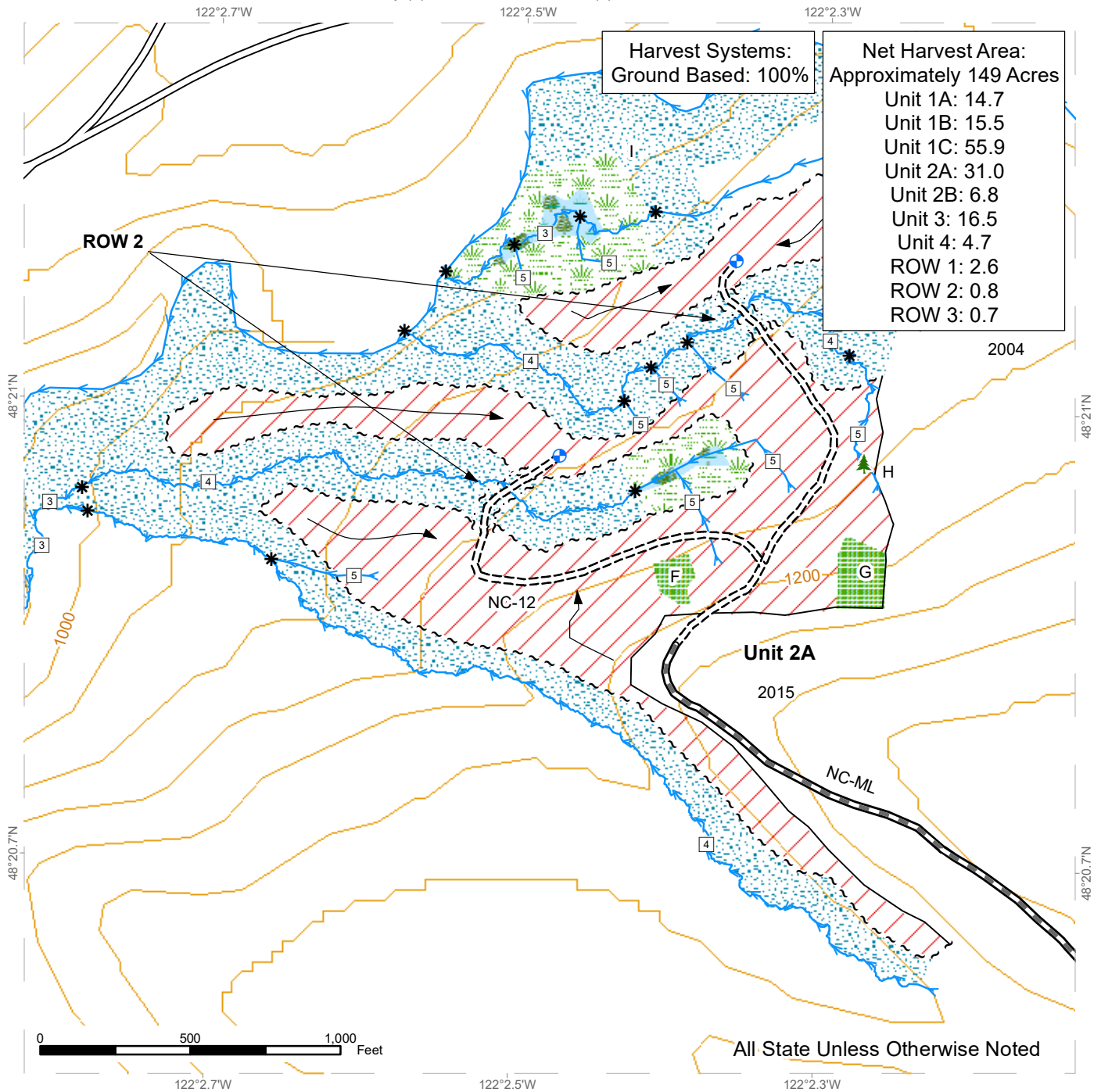
REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 960-1080



LOGGING PLAN MAP

SALE NAME: NORTH CAVANAUGH
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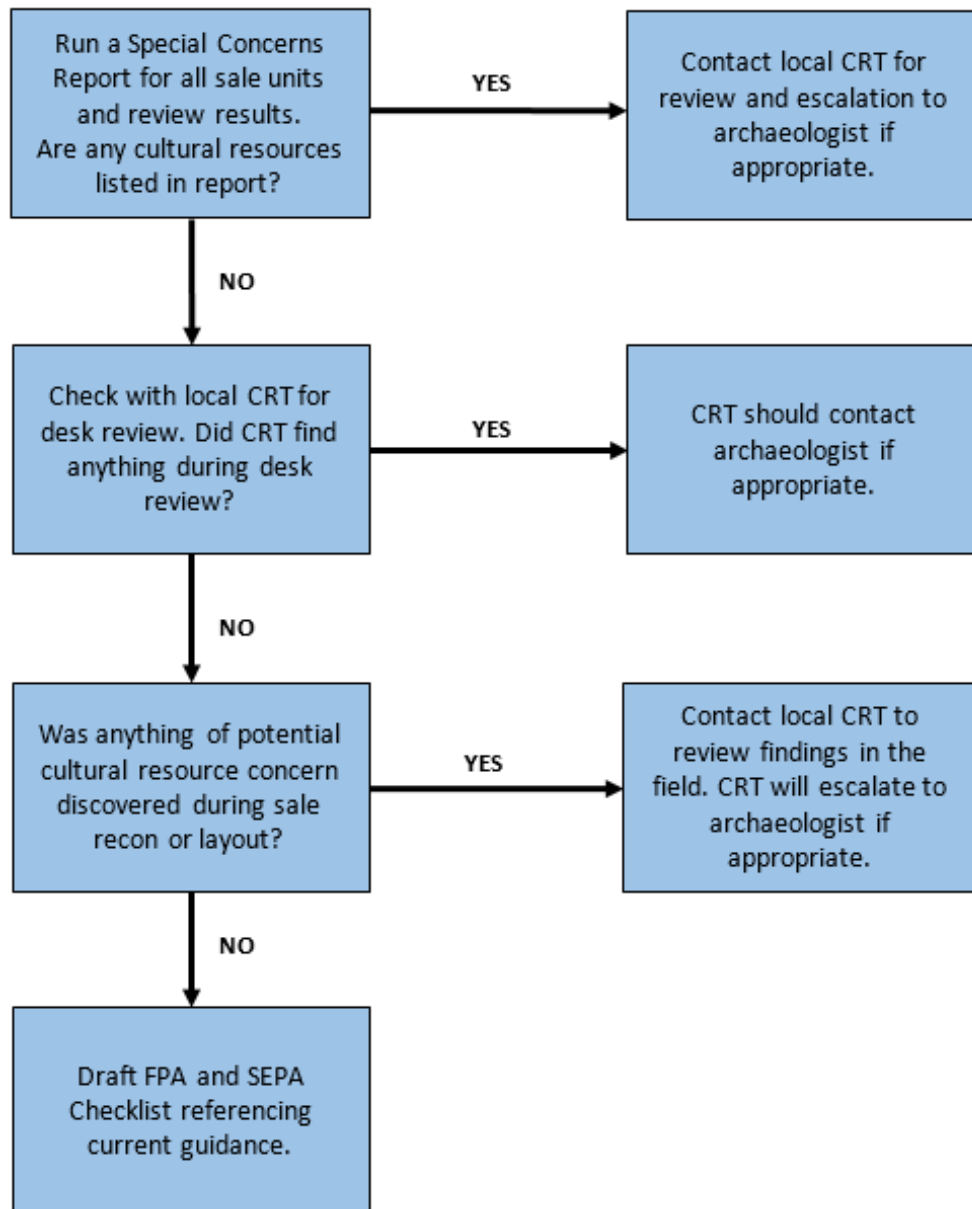


	Variable Retention Harvest		Sale Boundary Tags		Flag Line
	Leave Tree Area		Timber Type Change		Existing Roads
	Riparian Mgt Zone		Special Mgmt Area		Required Pre-Haul Maintenance
	Forested Wetland		Leave Tree Tags		Required Construction
	Wetland Mgt Zone		Right of Way Tags		Landing - Proposed
	Ground Harvest		Take / Removal Trees		Leave Tree Area <1/4-acre
	Streams		Property Line		

Timber Sale Cultural Resource Screening & Documentation

As with other concerns which could impact a timber sale (wildlife, geology, etc.), the Department has a legal and ethical obligation to document and manage cultural resources on State Trust Lands. In order to efficiently screen all planned timber sales for potential cultural resource concerns, this screening checklist and review documentation form has been developed for statewide usage. When planning a timber sale, Cultural Resource Technicians (CRT) and Archaeologist(s) should be provided adequate time to review information collected during sale screening and to complete all appropriate subsequent steps prior to sale finalization. Cultural resources work should be completed on your timber sale six months prior to the planned auction date. *It is imperative a CRT is involved as early as possible during this review process to ensure proposed sales do not get delayed.*

This flow chart provides a simplified depiction of the cultural resources screening process. When applicable, boxes shown in the right column will lead to information needed for both the FPA and SEPA Checklist. Staff are advised to follow the SEPA Checklist guidance linked on the next page and to work with a CRT or archaeologist to determine appropriate language when necessary.



Planning/Desk Review Screening Steps

1. Contact anyone (forester, unit forester, district manager, etc.) who may have local knowledge or know the history of the area in which the planned activity is located. These knowledgeable people may have insights regarding the location of undocumented cultural resources or information about known cultural resources within the proposal area.
2. Run a [Special Concerns Report](#) or use the [Special Concerns tool in ArcMap](#)
 1. Note any concerns and record the site numbers (i.e. TN00402) or other relevant data in appropriate section below
3. Use [TopoView Beta](#) to view/review historical USGS topographic maps:
 1. Navigate to activity location
 2. Click on area to display available maps
 3. Click on desired map in right panel to display more options
 - a) Down Arrows – download map as JPEG, GeoTiff, GeoPDF, or KMZ
 - b) “Show” – displays selected map on overview map
 - c) “Info” – displays map information (i.e. date)
 - d) “Zoom” – goes to full selected map extent
 - e) “Pan” – automatically pans to selected map at current scale
 4. Note any mapped concerns such as grades, trails, or structures and document in appropriate section below
4. Review the General Land Office (GLO) maps. These maps are often pre-1900 and will show various trails, grades, roads, structures, etc. GLO maps can be viewed either by:
 1. Going directly to the US Bureau of Land Management’s [GLO Records document search](#)
 - a) Select applicable State, County, Township, Range
 - b) Click “Search Surveys”
 - c) Click “Plat Image” link to view map
 2. Adding the “Survey – GLO Plat Map Layers” from quick data loader (QDL) in ArcMap
 - a) Add layer from QDL: core/Admin Boundaries & Survey (Cadastre)/ Survey - GLO Plat Map Layers
 - b) Navigate to sale area
 - c) Note any mapped concerns such as grades, trails, or structures and document in appropriate section below
5. If any potential concern(s) or area(s) of interest is identified within the proposal area from any of the sources listed above, contact a CRT and provide them notes of potential concerns. The CRT will complete further review and take appropriate next steps.
6. Standardized language exists for the cultural resource section of the SEPA Checklist and can be found here: [Timber Sale SEPA Checklist Guidance](#)

Cultural Resource Screening Documentation

Potential cultural resource concerns identified during remote reviews and all work completed as part of cultural resources review during sale planning and layout should be documented in the appropriate sections below. This form should be appropriately saved with other specialist documents to record the diligent efforts undertaken to review for and protect cultural resources.

Project Name: _____

Region/District: _____

Desk Review

Completed

Special Concerns Report

Yes No

Completed By: _____ Date Completed: _____

Remarks:

Historical USGS Maps Review

Yes No

Completed By: _____ Date Completed: _____

Maps Reviewed (include titles, scales, and dates):

Remarks:

GLO Map Review

Yes No

Completed By: _____ Date Completed: _____

Maps Reviewed (include date(s) and legal description(s)):

Remarks:

CRT Review

Yes No

Completed By: _____ Date Completed: _____

Remarks:

Field Review

Completed

Presales/Recon

Completed By: _____

CRT Reconnaissance

Yes No, explain below

Completed By: _____ Date Completed: _____

Remarks: _____

Archaeologist Review Required

Completed By: _____ Date Completed: _____

Remarks: _____

Other Information and Documentation

Completed

Stakeholder Outreach (Tribes, local group(s), etc.)

Yes No

Completed By: _____ Date Completed: _____

Remarks (with whom, method used, pertinent additional details, etc): _____

Additional Notes/Other Resources

List other sources used to identify potential cultural resource concerns during review including source citation (author(s), year created/written, location obtained, etc.).

Additional Sources: _____

Save this form appropriately with other specialist documents to record the diligent efforts undertaken to review for and protect cultural resources.

HCP CHECKLIST

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

Name of Proposed Activity North Cavanaugh Agreement # 30-103173 FPA# _____ Planning Unit North Puget

Location (provide for activities other than timber sales) T _____ N R _____ (E/W; W.M.) Sec _____

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

W=Westside HCP Planning Units

O=OESF

E=Eastside HCP Planning Units

SIGNATURES

Proponent: Jack Armstrong Title: Forester – NRS 2 Date: 10/10/2022

Approved by: Lamin Bergall Title: SLA Date: 12/6/22

This checklist is required for the following activities: 1) Timber harvest activities 2) Construction or expansion of footprint of a road, rock pit, recreation site, communication site, leasing site (for example: antenna, wind turbine, etc.), or right-of-way.

Checklist must be filed with the timber sale packet or sent to implementation.monitoring@dnr.wa.gov

Revised 12/2013



WASHINGTON STATE DEPARTMENT OF

NATURAL RESOURCES

HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-103501

THIS PERMIT, made and entered into this 10th day of August, 2022, by and between MID-VALLEY RESOURCES, INC, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose timber haul, rock haul, road construction, road abandonment and administrative access, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the SW 1/4 NW 1/4, N 1/2 SW 1/4, SE 1/4 SW 1/4, SW 1/4 SE 1/4 of Section 15, Govt. Lot 2, W 1/2 NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4 of Section 22, Township 33 North, Range 6 East, W.M., in Skagit County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: SEVEN HUNDRED FIFTY-FOUR and 40/100 Dollars (\$754.40). The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the North Cavanaugh Timber Sale, and this permit shall not be effective until the consideration is tendered to Grantor. In the event that the Grantee is granted a perpetual easement over this road within two (2) years of the termination date of this permit, the Grantee shall be entitled to a credit in the amount of THREE HUNDRED EIGHTY-FIVE and 07/100 Dollars (\$385.07), which shall be applied to the consideration to be paid for the easement.

Termination. This permit shall terminate March 31, 2025, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

Permittees. The Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein. Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

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

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit B. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

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

Notice. Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Northwest Region
919 North Township Street
Sedro-Woolley, WA 98284

To Grantor:
Mid-Valley Resources
500 Metcalf Street, Bldg F-5E
Sedro-Woolley, WA 98284

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

Severability. If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

Construction. The terms of this Permit shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

Headings. The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

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

MID-VALLEY RESOURCES, INC

Dated: 7-18, 2022

S. M. Vroman
Mark Vroman
Timberlands Manager
500 Metcalf Street, Bldg F-5E
Sedro-Woolley, WA 98284
(360) 424-2014

DEPARTMENT OF NATURAL RESOURCES

Dated: 8/10, 2022

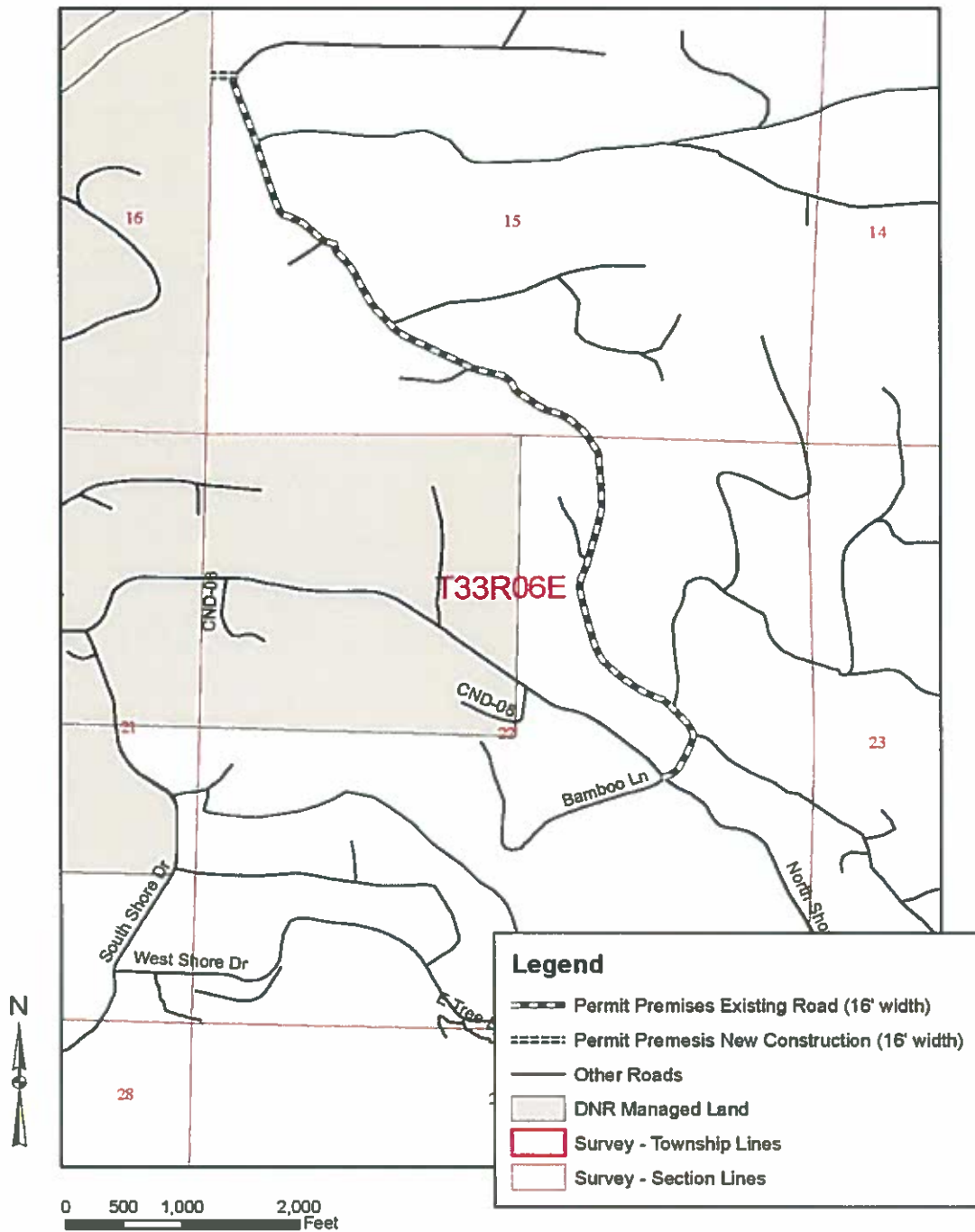
J. Guthrie
Jay Guthrie
Northwest Region Manager
919 North Township Street
Sedro-Woolley, WA 98284
(360) 856-3500



Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden, Assistant Attorney General

Exhibit A Permit Premises



Operational Requirements

- Mid-Valley has a timber sale planned for summer of 2023 in the area of the new road construction. If merchantable timber remains along the right of way for the new construction at the start of activities, the Mid-Valley timber must be cut and decked along the road.