



TIMBER NOTICE OF SALE

SALE NAME: RAINY PASS

AGREEMENT NO: 30-102791

AUCTION: March 30, 2023 starting at 10:00 a.m., **COUNTY:** Pacific
Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 9 miles southwest of Pe Ell, WA

**PRODUCTS SOLD
AND SALE AREA:**

All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, all down timber existing 5 years prior to the day of sale, all downed timber greater than 10 inches and snags bounded by the following:

Unit 1: White "Timber Sale Boundary" tags with pink "Timber Harvest Boundary" flagging, BPA-1796 and the RCP-320 roads;

Unit 2: White "Timber Sale Boundary Tags" with pink "Timber Harvest Boundary" flagging, RCP Mainline and the RCP-50 road;

All forest products above located on part(s) of Sections 2 and 3 all in Township 12 North, Range 6 West, W.M., containing 50 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	16.1	5	494				29		295	104	57	9
Red alder	15.7		346						137	76	114	19
Hemlock	19.5		91						37	42	8	4
Grand fir	15.6		55						28	18	6	3
Spruce	29.2		52						17	33		2
Maple	17.3		28						17	4	5	2
Sale Total			1,066									

MINIMUM BID: \$227,000.00

BID METHOD: Sealed Bids

**PERFORMANCE
SECURITY:**

\$45,400.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2024

ALLOCATION: Export Restricted

BID DEPOSIT: \$22,700.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Shovel



TIMBER NOTICE OF SALE

ROADS: 9.50 stations of optional construction. 21.25 stations of optional reconstruction. 156.80 stations of required prehaul maintenance. 4.25 stations of abandonment. Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source on state land at no charge to the Purchaser: Wallville Quarry located in Section 23, T13N, R6W, W.M. for Select Pit Run. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source.

ACREAGE DETERMINATION

CRUISE METHOD: The sale acres were determined by GPS. The sale area was cruised using a variable plot cruise method.

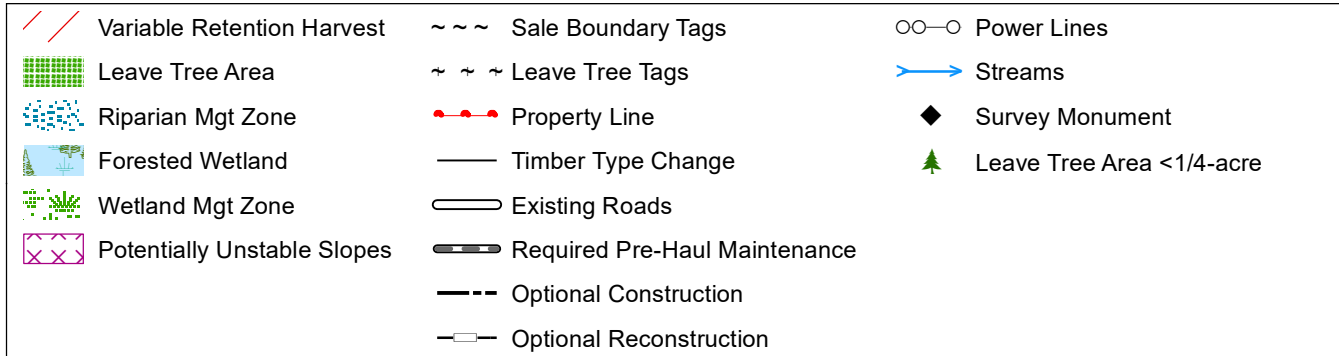
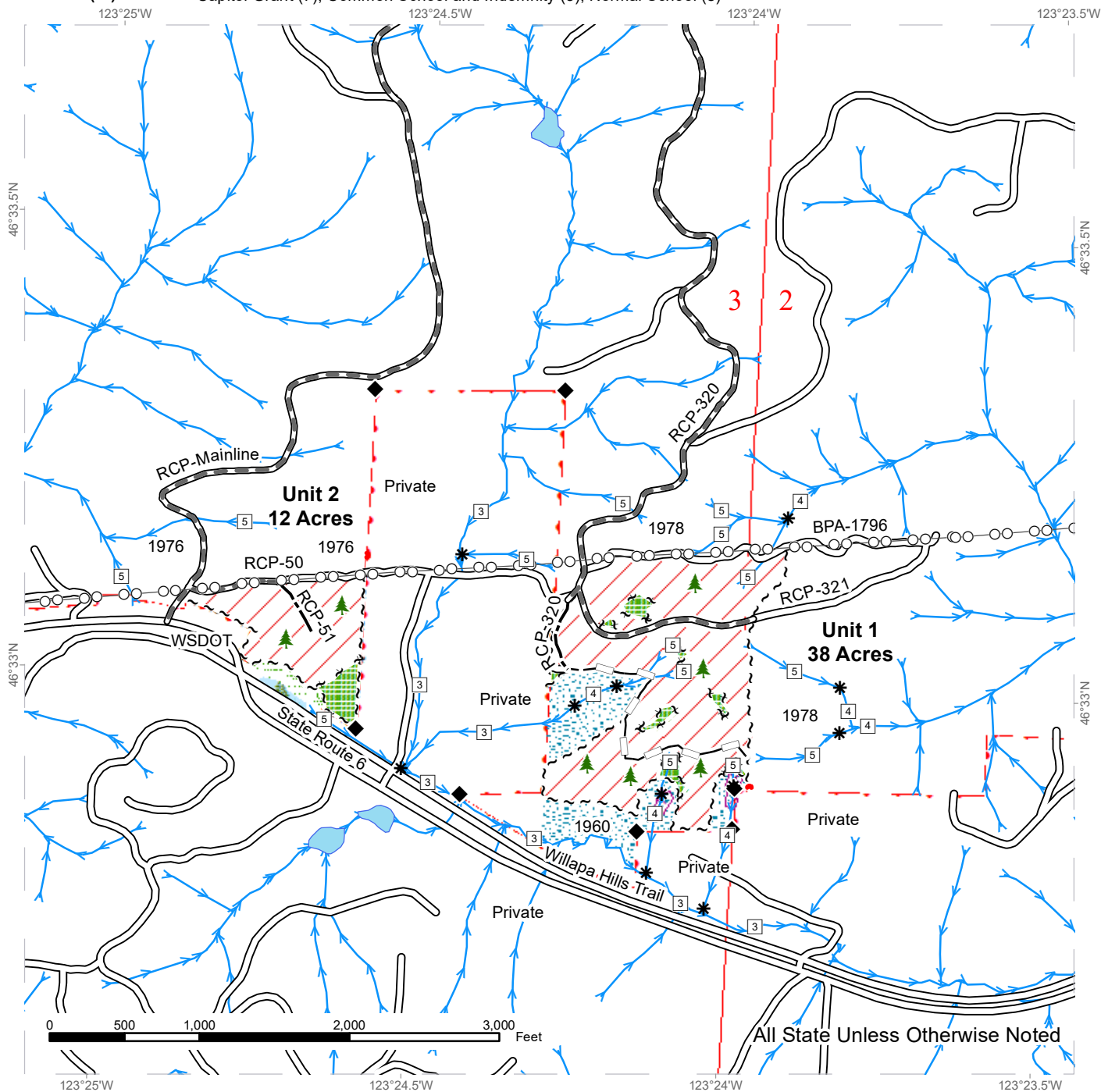
FEES: \$18,122.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: Flaggers will be required on the Willapa Hills Trail while felling on Unit 2. Flaggers certified by the Washington State Department of Transportation will be required on State Route 6 while Unit 2 is being felled. Bonneville Power Administration must be contacted 10 days before felling begins on Units 1 and 2, see clause H-141.

TIMBER SALE MAP

SALE NAME: RAINY PASS
AGREEMENT #: 30-102791
TOWNSHIP(S): T12R6W
TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

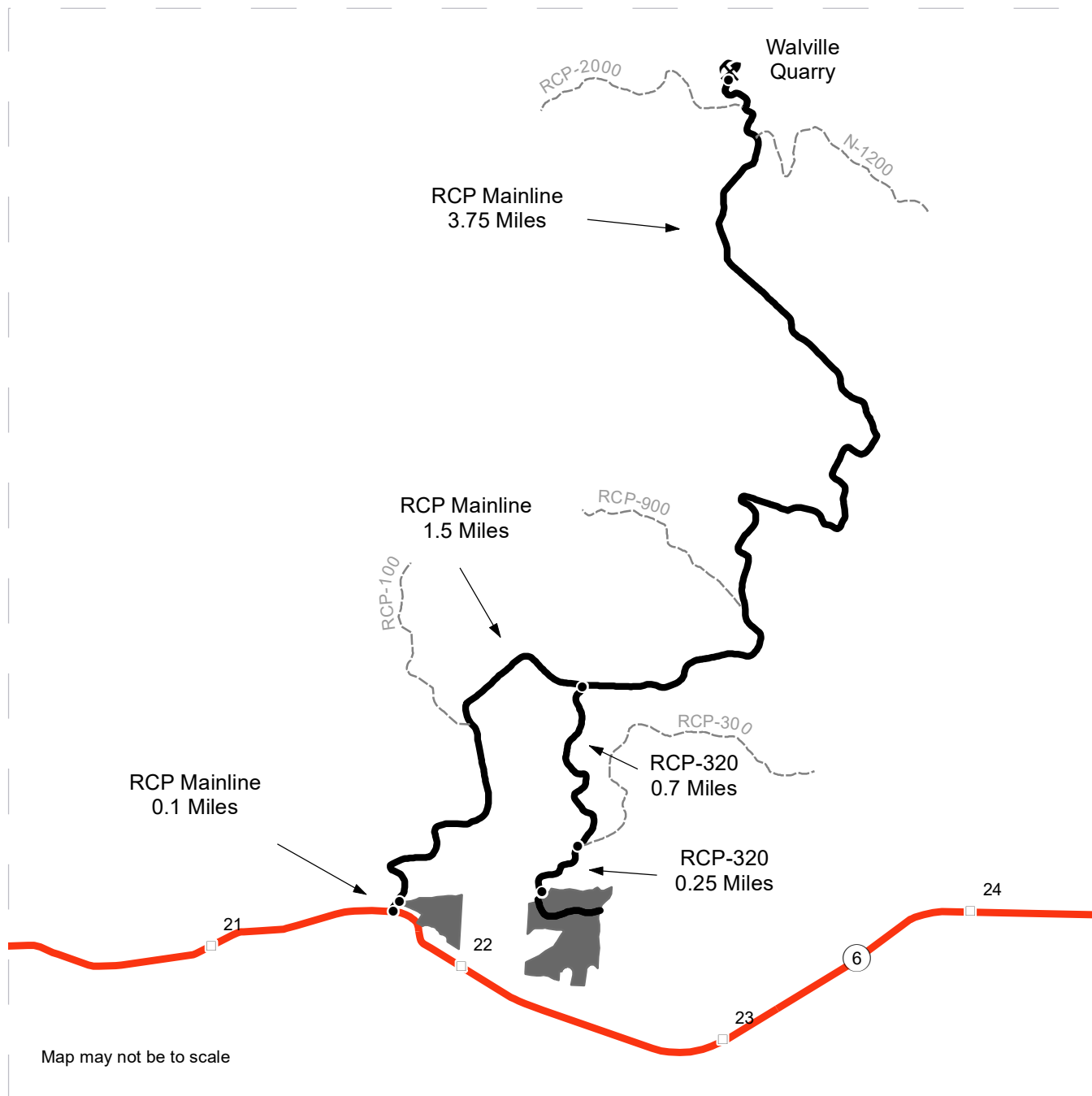
REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 760-1000



DRIVING MAP

SALE NAME: RAINY PASS
AGREEMENT#: 30-102791
TOWNSHIP(S): T12R6W
TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 760-1000



- Timber Sale Unit
- Haul Route
- View Only Route
- Milepost Markers

DRIVING DIRECTIONS:

Units: At mile marker 21.75 on SR 6, turn north on to the RCP Mainline. Continue on for 0.1 miles and turn right on to the RCP-50 to arrive at Unit 2. Continue on the RCP Mainline for 1.5 miles and turn on to the RCP-320 for 0.7 miles then continue on to the RCP-320 for 0.25 miles to Unit 1.

Rock Quarry: From the RCP Mainline and RCP-300 continue on the RCP Mainline for 3.75 mile to the Walville Quarry.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0102791

SALE NAME: RAINY PASS

**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 30, 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, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, all down timber existing 5 years prior to the day of sale, all downed timber greater than 10 inches and snags bounded by the following:

Unit 1: White "Timber Sale Boundary" tags with pink "Timber Harvest Boundary" flagging, BPA-1796 and the RCP-320 roads;

Unit 2: White "Timber Sale Boundary Tags" with pink "Timber Harvest Boundary" flagging, RCP Mainline and the RCP-50 road;

All forest products above located on approximately 50 acres on part(s) of Sections 2, and 3 all in Township 12 North, Range 6 West W.M. in Pacific County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

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

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2024.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$1,342.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts,

or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does

not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

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

G-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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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; BPA-1796, RCP-Mainline, RCP-50, RCP-51, RCP-300, RCP-320 (0+00 to 53+50, 58+75 to 80+00) and RCP-321. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the BPA-1796, RCP-Mainline, RCP-50, RCP-300, RCP-320 and RCP-321 roads, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Land Use Agreement #55-103683 between State and Bonneville Power Administration dated June 16, 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 \$27,716.00. The total contract price consists of a \$0.00 contract bid price plus \$27,716.00 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 \$0.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit

must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other

mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for Unit 2. The plan shall address the felling and yarding operations, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using shovels. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. Active Haul Routes will be posted with CB channels by Purchaser.

B. Shovels must be large enough to pick up one end of the largest log 35 feet from machine.

C. Ground based yarding equipment will not be permitted on sustained slopes over 40 percent.

D. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 55 percent.

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. Sediment delivery from roads will not be allowed. Hauling operations will be shut down as needed until conditions improve or work can be completed that eliminates the delivery of sediment.

B. No Yarding will be permitted through or over areas identified to be potentially unstable on the FPA Slope Stability Form and all maps.

C. Within shovel logging areas, the shovel operator shall break up concentrations of logging debris greater than 10 feet by 10 feet to allow exposure of natural soils to ensure proper reforestation.

D. Any and all snags cut because of safety concerns cannot be removed and must remain where they were felled.

E. Any timber harvest within two tree lengths of BPA right-of-way will require at least ten (10) days advance notice to the local BPA Operations and Maintenance District: Olympia District - Jason Hunt - Office(360) 570-4307 or Cell (253) 880-4112.

F. No operations on weekends or State holidays in Unit 2. Flaggers required for Willapa Hills Trail when felling within 400 feet of trail. WSDOT certified flaggers required for felling operations within 400 feet of State Route 6.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

H-240 Lop and Scatter

The tops of all felled trees shall be lopped and slash scattered away from leave trees .

H-250 Additional Felling Requirements

Within all units, all non-merchantable hardwood stems 2 inches DBH or 10 feet tall, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

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

Road construction and associated work provisions of the Road Plan for this sale, dated 2/15/2022 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on BPA-1796, RCP50, RCP-51, RCP-320 (0+00 to 53+50, 58+75 to 80+00) and RCP-321 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

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

C-080 Landing Locations Approved Prior to Construction

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

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-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-070 Water Supply

Purchaser shall provide, during the "closed season", a water supply with a minimum capacity of 300 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

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.

S-140 Fence Repair

Purchaser shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

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: _____

Eric Wisch
Pacific Cascade 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 _____

PRE-CRUISE NARRATIVE

Sale Name: Rainy Pass	Region: Pacific Cascade
Agreement #: 30-102791	District: Lewis
Contact Forester: Tyler Kaech Phone / Location: 360-749-3144/Menlo	County(s): Choose a county, Pacific
Alternate Contact: Roy Franklin Phone / Location: 360-520-1971/Menlo	Other information: Click here to enter text.

Type of Sale: Lump Sum	100
Harvest System: Ground based Click here to enter text.	100

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec 2 and 3/ T12N/ R06W	03,07,08	51	11	2	0	0	38	GPS (Garmin)
2	Sec 3/ T12N/ R06W	03	14	1	1	0	0	12	GPS (Garmin)
TOTAL ACRES			65	12	3	0	0	50	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit#	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Variable retention harvest. Boundaries are marked with white "Timber Harvest Boundary" tags and pink "Timber Harvest Boundary" ribbon		Leave trees are marked in clumps with yellow tags and pink "timber harvest boundary" ribbon. Individual leave

			trees are marked with blue paint.
2	Variable retention harvest. Boundaries are marked with white "Timber Harvest Boundary" tags and pink "Timber Harvest Boundary" ribbon		Leave trees are marked in clumps with yellow tags and pink "timber harvest boundary" ribbon. Individual leave trees are marked with blue paint.

OTHER PRE-CRUISE INFORMATION:

Unit#	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	1600	See Driving Map	Maps on TSDC
2	400	See Driving Map	Maps on TSDC
TOTAL MBF	2000		

REMARKS:

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Prepared By: Tyler Kaech Date: 6/29/2021	Title: Frances Forester	CC:
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Timber Sale Cruise Report RAINY PASS

Sale Name: RAINY PASS

Sale Type: LUMP SUM

Region: PACIFIC CASC

District: LEWIS

Lead Cruiser: Blake Warnstadt

Other Cruisers: K. Bailey, D. Clark

Cruise Narrative:

Location: Rainy Pass is located just off Highway Six near Pluvius.

Cruise Design: This sale was cruised using variable radius plots with a measure to count frequency of 1:1. Conifer first logs are scaled in 40' lengths, hardwood first logs are scaled in 30' lengths. Software used is TRISS.

Timber Quality: There is a gambit of sorts here and the ballast of volume is in the DF #2 saw, most of which is regular domestic because of full crowned trees with low spread live limbs. There is a small amount of HQB and SM DF. The larger RA logs are straight with low visible defect. This sale also has a moderate amount of both conifer and hardwood pulp.

Stand Conditions: These stands are a mosaic of two age classes. The older age class is around 80 years old, the younger age class is approximately 30 years old. DF is the dominant species, RA is the secondary species, there is also an abundance of WH and SS, RC and MA are present in trace amounts. All species are represented in both age classes. Stocking is variable with thick clumps of older DF, small groves of older RA, comely plots of managed young DF, incidental rinds of young RA, and open non stocked brush pits.

Logging: This entire sale can be shovel logged. Ground is gentle south slope with good drainage.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	16.3	4.5	38	494	29	295	104	57	9
RA	15.7			345		137	76	114	19
WH	19.5			91		37	42	8	4
GF	15.6			55		29	18	6	3
SS	29.2			52		18	33		2
MA	17.5			28		17	4	5	2
ALL	16.4	4.6	40	1,065	29	531	276	190	39

Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	3,560	161	1,935	886	505	74
RA	2,949		986	598	1,211	154
WH	898		333	405	132	29
GF	489		209	196	67	18
SS	422		143	272		7
MA	199		98	30	58	14
ALL	8,518	161	3,703	2,386	1,973	295

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 (%)
186.1	6.9	116.1	3.4	21,641	7.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
RAINY PASS U1	B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 16 ft	38.0	38.2	58	33	3
RAINY PASS U2	B2C: VR, 2 BAF (46.94, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	12.0	13.5	19	10	0
All		50.0	51.7	77	43	3

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	18.2	38	5,093	4,881	4.2	1,610.0	244.0
DF	LIVE	2 SAW	HQ-B	18.4	39	1,044	1,014	2.9	324.6	50.7
DF	LIVE	3 SAW	Domestic	9.0	37	2,140	2,086	2.5	885.8	104.3
DF	LIVE	4 SAW	Domestic	5.3	29	1,229	1,136	7.6	505.4	56.8
DF	LIVE	CULL	Cull	7.8	5	223	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	23.5	35	576	573	0.6	160.7	28.6
DF	LIVE	UTILITY	Pulp	5.2	22	187	186	0.4	73.7	9.3
GF	LIVE	2 SAW	Domestic	15.4	39	596	569	4.4	208.5	28.5
GF	LIVE	3 SAW	Domestic	8.0	37	374	353	5.7	195.7	17.6
GF	LIVE	4 SAW	Domestic	5.2	32	117	116	0.6	67.1	5.8

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
GF	LIVE	CULL	Cull	9.7	7	9	0	100.0	0.0	0.0
GF	LIVE	UTILITY	Pulp	5.1	15	57	57	0.0	18.0	2.8
MA	LIVE	2 SAW	Domestic	16.6	24	354	330	6.8	98.3	16.5
MA	LIVE	3 SAW	Domestic	10.1	22	90	84	6.1	29.5	4.2
MA	LIVE	4 SAW	Domestic	6.7	21	121	106	12.6	57.9	5.3
MA	LIVE	CULL	Cull	12.5	13	85	0	100.0	0.0	0.0
MA	LIVE	UTILITY	Pulp	12.0	20	36	36	0.0	13.8	1.8
RA	LIVE	2 SAW	Domestic	14.0	30	2,885	2,731	5.4	986.4	136.5
RA	LIVE	3 SAW	Domestic	10.6	29	1,592	1,522	4.4	597.7	76.1
RA	LIVE	4 SAW	Domestic	6.8	31	2,378	2,276	4.3	1,211.2	113.8
RA	LIVE	CULL	Cull	6.7	8	202	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	6.9	21	383	380	0.7	153.9	19.0
SS	LIVE	2 SAW	Domestic	16.3	35	365	349	4.3	143.0	17.5
SS	LIVE	3 SAW	Domestic	14.1	37	702	651	7.3	271.8	32.5
SS	LIVE	CULL	Cull	8.4	10	35	0	100.0	0.0	0.0
SS	LIVE	UTILITY	Pulp	9.9	15	32	32	0.0	6.7	1.6
WH	LIVE	2 SAW	Domestic	15.2	39	797	747	6.3	332.6	37.4
WH	LIVE	3 SAW	Domestic	11.0	37	848	832	1.9	405.3	41.6
WH	LIVE	4 SAW	Domestic	5.9	27	170	161	5.3	131.6	8.0
WH	LIVE	CULL	Cull	7.9	7	19	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	9.4	15	81	81	0.0	28.8	4.1

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Cull	5.0	4	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	5.2	22	186	0.4	73.7	9.3
DF	5 - 7	LIVE	Domestic	5.6	31	1,591	6.3	742.2	79.5
DF	8 - 11	LIVE	Domestic	9.5	33	939	2.2	437.4	46.9
DF	8 - 11	LIVE	Cull	10.1	5	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Cull	12.4	3	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.7	38	1,285	4.1	517.8	64.2
DF	12 - 15	LIVE	HQ-B	14.0	40	88	0.0	27.6	4.4
DF	16 - 19	LIVE	Cull	18.0	13	0	100.0	0.0	0.0
DF	16 - 19	LIVE	Domestic	18.0	39	901	4.0	282.6	45.1
DF	16 - 19	LIVE	HQ-B	18.1	38	562	4.5	192.9	28.1
DF	16 - 19	LIVE	HQ-A	19.4	40	141	0.0	43.7	7.1
DF	20+	LIVE	HQ-B	21.5	40	364	0.8	104.1	18.2

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	20+	LIVE	Domestic	23.6	39	3,387	3.9	1,021.2	169.4
DF	20+	LIVE	HQ-A	24.4	34	431	0.8	117.1	21.6
DF	20+	LIVE	Cull	27.3	5	0	100.0	0.0	0.0
GF	5 - 7	LIVE	Pulp	5.1	15	57	0.0	18.0	2.8
GF	5 - 7	LIVE	Domestic	6.1	33	255	4.3	139.7	12.7
GF	5 - 7	LIVE	Cull	7.9	7	0	100.0	0.0	0.0
GF	8 - 11	LIVE	Domestic	8.5	40	214	4.7	123.1	10.7
GF	8 - 11	LIVE	Cull	10.8	7	0	100.0	0.0	0.0
GF	12 - 15	LIVE	Cull	12.8	7	0	100.0	0.0	0.0
GF	12 - 15	LIVE	Domestic	13.0	38	233	1.3	97.6	11.7
GF	16 - 19	LIVE	Domestic	16.8	40	91	10.0	37.6	4.5
GF	20+	LIVE	Domestic	24.8	40	245	5.0	73.3	12.3
MA	5 - 7	LIVE	Cull	5.0	18	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Domestic	6.1	20	52	15.3	23.6	2.6
MA	8 - 11	LIVE	Domestic	9.6	27	138	7.6	63.8	6.9
MA	8 - 11	LIVE	Cull	9.8	17	0	100.0	0.0	0.0
MA	12 - 15	LIVE	Pulp	12.0	20	36	0.0	13.8	1.8
MA	12 - 15	LIVE	Domestic	14.0	27	125	4.4	40.2	6.2
MA	16 - 19	LIVE	Domestic	17.6	24	113	8.9	33.1	5.6
MA	16 - 19	LIVE	Cull	18.1	11	0	100.0	0.0	0.0
MA	20+	LIVE	Cull	21.9	5	0	100.0	0.0	0.0
MA	20+	LIVE	Domestic	23.1	17	92	7.2	25.0	4.6
RA	5 - 7	LIVE	Cull	5.5	8	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Pulp	5.6	23	222	1.3	104.2	11.1
RA	5 - 7	LIVE	Domestic	5.7	32	1,464	4.9	808.7	73.2
RA	8 - 11	LIVE	Domestic	10.0	30	2,334	3.9	1,000.2	116.7
RA	8 - 11	LIVE	Cull	10.5	4	0	100.0	0.0	0.0
RA	8 - 11	LIVE	Pulp	11.1	15	99	0.0	34.0	5.0
RA	12 - 15	LIVE	Domestic	13.5	30	2,005	5.5	741.2	100.2
RA	12 - 15	LIVE	Cull	14.6	12	0	100.0	0.0	0.0
RA	12 - 15	LIVE	Pulp	15.2	14	59	0.0	15.7	2.9
RA	16 - 19	LIVE	Cull	17.0	4	0	100.0	0.0	0.0
RA	16 - 19	LIVE	Domestic	17.2	31	726	5.1	245.2	36.3
SS	5 - 7	LIVE	Cull	6.1	9	0	100.0	0.0	0.0
SS	8 - 11	LIVE	Domestic	9.6	36	103	3.6	62.8	5.1
SS	8 - 11	LIVE	Pulp	9.9	15	32	0.0	6.7	1.6
SS	8 - 11	LIVE	Cull	10.4	16	0	100.0	0.0	0.0
SS	12 - 15	LIVE	Domestic	12.0	33	96	10.5	56.2	4.8

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
SS	16 - 19	LIVE	Domestic	18.7	37	189	5.4	84.2	9.5
SS	20+	LIVE	Domestic	23.7	40	612	6.2	211.7	30.6
SS	20+	LIVE	Cull	24.0	5	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Pulp	5.1	15	11	0.0	5.7	0.6
WH	5 - 7	LIVE	Cull	5.5	7	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	6.2	31	229	5.4	181.3	11.4
WH	8 - 11	LIVE	Domestic	10.1	36	416	2.0	230.7	20.8
WH	12 - 15	LIVE	Cull	13.5	5	0	100.0	0.0	0.0
WH	12 - 15	LIVE	Domestic	13.9	39	446	5.7	212.4	22.3
WH	16 - 19	LIVE	Pulp	16.4	16	70	0.0	23.1	3.5
WH	16 - 19	LIVE	Domestic	18.1	39	364	6.0	144.4	18.2
WH	20+	LIVE	Domestic	21.5	40	285	1.2	100.7	14.3

Cruise Unit Report RAINY PASS U1

Unit Sale Notice Volume (MBF): RAINY PASS U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	15.2	4.0	30	375	22	216	80	48	9
RA	15.2			169		59	35	56	19
WH	19.7			86		37	38	7	4
GF	15.6			55		29	18	6	3
SS	29.7			50		18	33		
MA	15.3			18		10	2	3	2
ALL	16.0	4.0	30	753	22	368	206	120	37

Unit Cruise Design: RAINY PASS U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 16 ft	38.0	38.2	58	33	3

Unit Cruise Summary: RAINY PASS U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	66	111	1.9	1
RA	38	68	1.2	0
WH	14	29	0.5	0
GF	12	20	0.3	0
SS	9	16	0.3	0
MA	7	10	0.2	0
ALL	146	254	4.4	1

Unit Cruise Statistics (Cut + Leave Trees): RAINY PASS U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	75.9	127.6	16.8	132.4	49.4	6.1	10,053	136.8	17.8
RA	46.0	155.3	20.4	96.8	33.8	5.5	4,453	159.0	21.1
WH	19.6	164.7	21.6	119.7	37.1	9.9	2,349	168.8	23.8
GF	13.7	291.2	38.2	105.2	44.0	12.7	1,441	294.5	40.3
SS	12.1	200.9	26.4	108.8	40.7	13.6	1,316	205.0	29.7

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 (%)
MA	7.1	246.6	32.4	65.5	40.9	15.5	465	250.0	35.9
ALL	174.4	61.5	8.1	115.1	47.9	4.0	20,077	77.9	9.0

Unit Summary: RAINY PASS U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	66	ALL	15.2	47	68	10,561	9,872	6.5	59.2	74.6	19.1	375.1
GF	LIVE	CUT	12	ALL	15.6	57	72	1,516	1,441	4.9	10.3	13.7	3.5	54.8
MA	LIVE	CUT	7	ALL	15.3	24	38	537	465	13.4	5.6	7.1	1.8	17.7
RA	LIVE	CUT	38	ALL	15.2	56	75	4,766	4,453	6.6	36.5	46.0	11.8	169.2
SS	LIVE	CUT	9	ALL	29.7	60	75	1,449	1,316	9.2	2.5	12.1	2.2	50.0
WH	LIVE	CUT	14	ALL	20.2	58	71	2,376	2,268	4.5	8.5	19.0	4.2	86.2
ALL	LIVE	CUT	146	ALL	16.1	51	69	21,205	19,815	6.6	122.6	172.4	42.6	753.0
ALL	ALL	ALL	146	ALL	16.1	51	69	21,205	19,815	6.6	122.6	172.4	42.6	753.0

Cruise Unit Report RAINY PASS U2

Unit Sale Notice Volume (MBF): RAINY PASS U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
RA	16.2			176		77	42	58	
DF	19.6	6.0	64	119	7	79	24	9	
MA	21.4			10		6	2	2	
WH	16.3			5			3	2	
SS	13.0			2					2
ALL	17.4	6.0	64	312	7	163	71	70	2

Unit Cruise Design: RAINY PASS U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (46.94, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	12.0	13.5	19	10	0

Unit Cruise Summary: RAINY PASS U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	29	68	3.6	0
DF	13	17	0.9	3
MA	5	5	0.3	0
WH	2	3	0.2	0
SS	1	1	0.1	0
ALL	50	94	4.9	3

Unit Cruise Statistics (Cut + Leave Trees): RAINY PASS U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	139.7	52.5	12.0	105.1	23.1	4.3	14,686	57.4	12.8
DF	59.0	246.3	56.5	178.4	27.1	7.5	10,520	247.8	57.0
MA	10.2	248.4	57.0	83.3	46.3	20.7	847	252.7	60.6
WH	10.5	237.3	54.4	38.6	60.0	42.4	406	244.8	69.0
SS	4.0	435.9	100.0	33.6	0.0	0.0	133	435.9	100.0
ALL	223.3	58.0	13.3	119.1	43.0	6.1	26,593	72.2	14.6

Unit Summary: RAINY PASS U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	19.6	78	99	10,273	9,887	3.8	26.5	55.4	12.5	118.6
MA	LIVE	CUT	5	ALL	21.4	57	70	1,158	847	26.9	4.1	10.2	2.2	10.2
RA	LIVE	CUT	29	ALL	16.2	61	76	15,906	14,686	7.7	97.6	139.7	34.7	176.2
SS	LIVE	CUT	1	ALL	13.0	17	17	133	133	0.0	4.3	4.0	1.1	1.6
WH	LIVE	CUT	2	ALL	16.3	46	55	457	406	11.1	7.3	10.5	2.6	4.9
ALL	LIVE	CUT	50	ALL	17.0	62	77	27,927	25,959	7.0	139.8	219.8	53.1	311.5
ALL	ALL	ALL	50	ALL	17.0	62	77	27,927	25,959	7.0	139.8	219.8	53.1	311.5



Forest Practices Application/Notification
Notice of Decision

FPA/N No: 2940202
Effective Date: 05/04/2022
Expiration Date: 05/04/2025
Shut Down Zone: 651N
EARR Tax Credit: ☒ Eligible ☐ Non-eligible
Reference: 02,03-12-06W
Rainy Pass

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

No additional conditions.

Issued By: Brooke Acosta

Region: Pacific Cascade

Title: Forest Practices Forester

Date: 05/04/2022

Copies to: ☐ Landowner, ☐ Timber Owner ☐ Operator

Issued in person: ☒ Landowner ☐ Timber Owner ☐ Operator

By: Jaqui Spahr

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 Pacific Cascade Region
Physical Address 1111 Israel Road, SW Suite 301 Tumwater, WA 98501	Physical Address 1125 Washington Street, SE Olympia, WA 98504	Physical Address 601 Bond Road Castle Rock WA 98611
Mailing address Post Office Box 40903 Olympia, WA 98504-0903	Mailing Address Post Office Box 40100 Olympia, WA 98504-0100	Mailing Address Post Office Box 280 Castle Rock WA 98611

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

Other Applicable Laws

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

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

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website <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 Affidavit of Mailing

On this day 05/04/2022 I placed in the United States mail at Castle Rock, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA # 2940202.

Jacqui Spahr

(Printed Name)

(Signature)

ROAD PLAN MAP

SALE NAME: RAINY PASS

AGREEMENT#: 30-102791

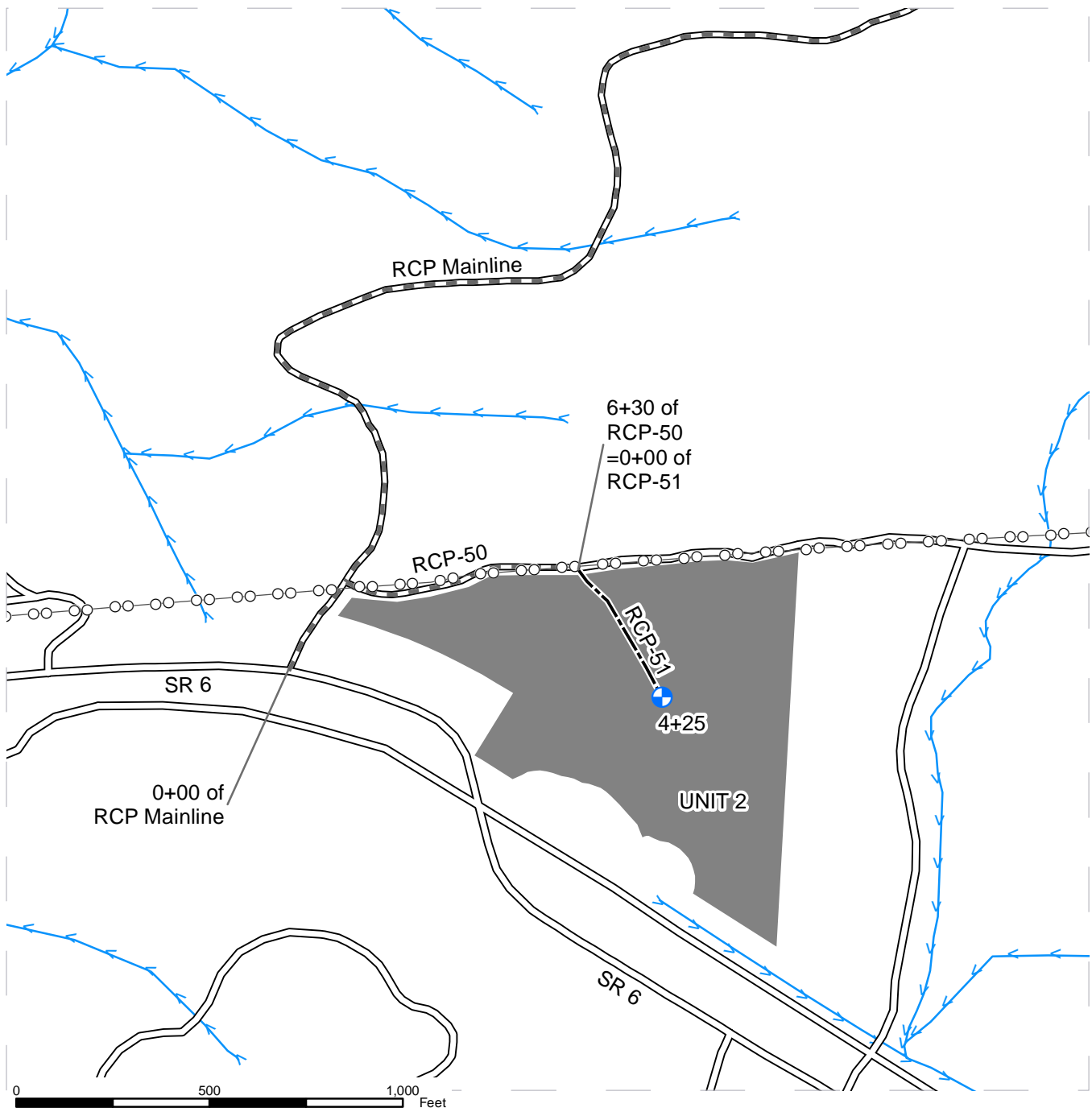
TOWNSHIP(S): T12R6W

TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

REGION: Pacific Cascade Region

COUNTY(S): Pacific

ELEVATION RGE: 760-1000



Existing Roads

Required Pre-Haul Maintenance

Optional Construction

Landing - Proposed

Harvest Unit

Power Lines

Streams

ROAD PLAN MAP

SALE NAME: RAINY PASS

AGREEMENT#: 30-102791

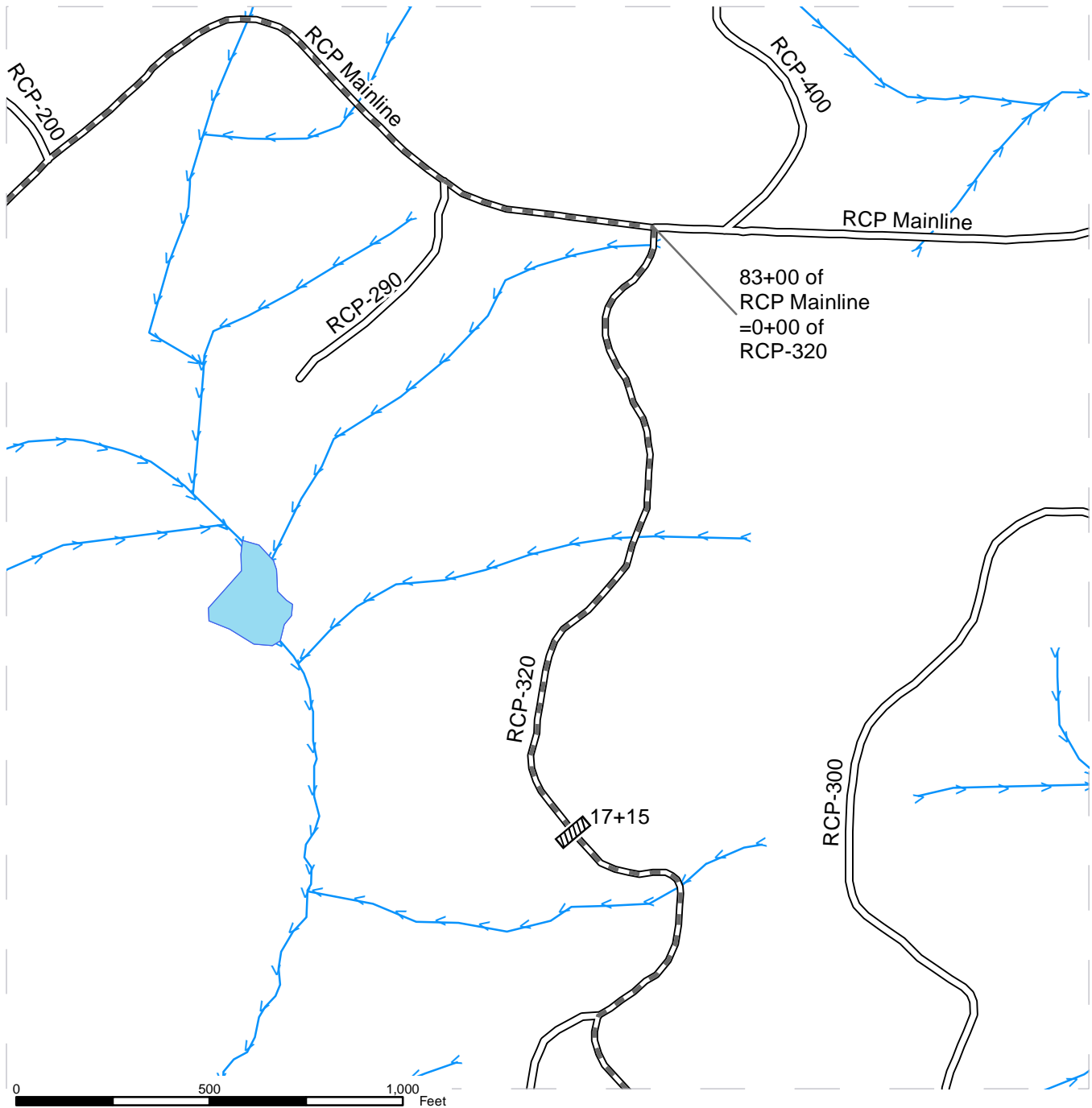
TOWNSHIP(S): T12R6W

TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

REGION: Pacific Cascade Region

COUNTY(S): Pacific

ELEVATION RGE: 760-1000



Existing Roads

Required Pre-Haul Maintenance

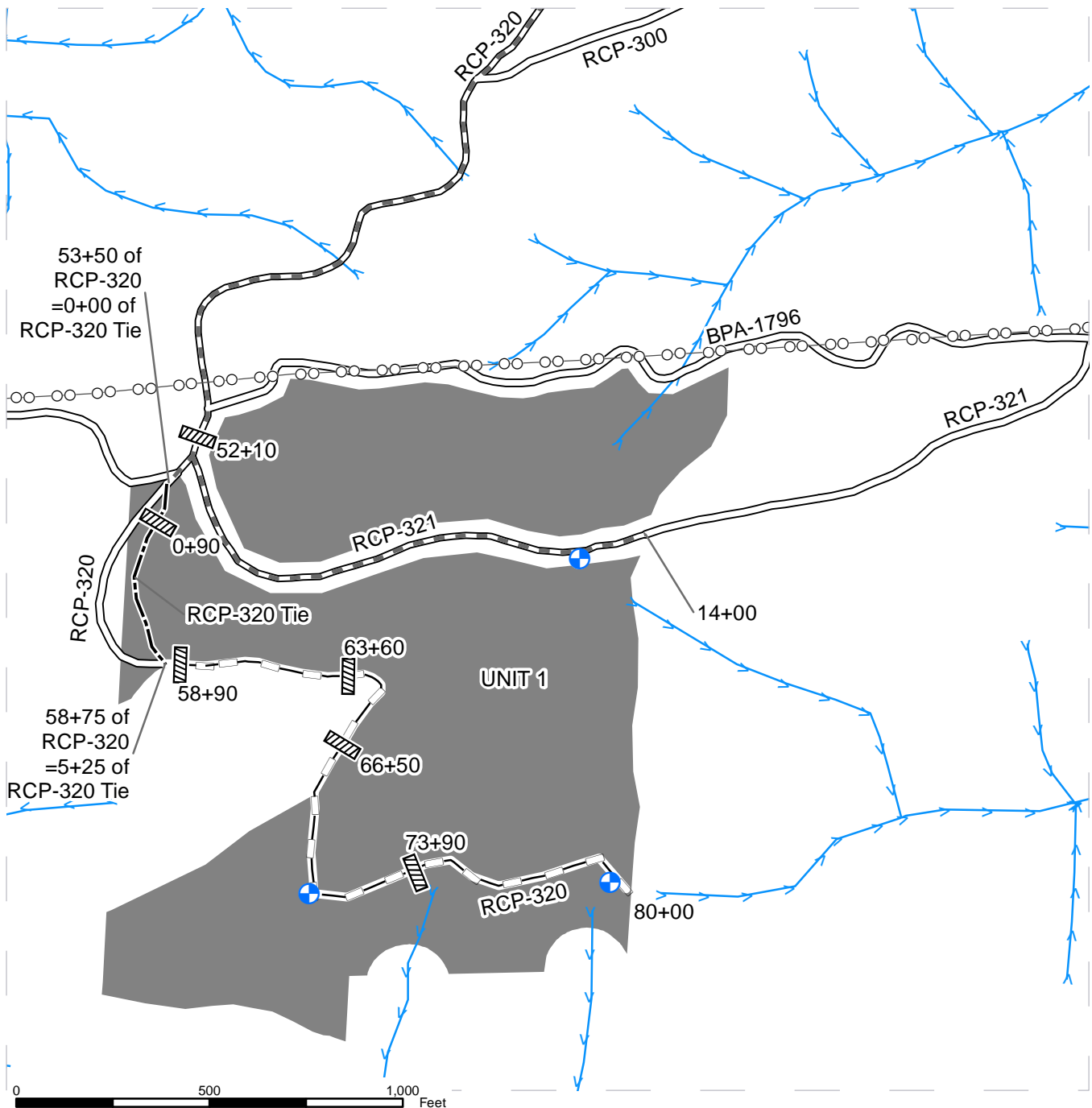
Culvert

Streams

ROAD PLAN MAP

SALE NAME: RAINY PASS
AGREEMENT#: 30-102791
TOWNSHIP(S): T12R6W
TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 760-1000



- | | | |
|-------------------------------|--------------------|--------------|
| Existing Roads | Culvert | Harvest Unit |
| Required Pre-Haul Maintenance | Landing - Proposed | Power Lines |
| Optional Construction | | Streams |
| Optional Reconstruction | | |

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
RAINY PASS SALE ROAD PLAN
PACIFIC COUNTY
LEWIS DISTRICT
PACIFIC CASCADE REGION

AGREEMENT NO.: 30-102791

STAFF ENGINEER: RICH WALLMOW

DRAWN & COMPILED BY: ALICIA COMPTON

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

Clauses in this road plan apply to all road related work, including landings, rock source development and acquisition of crushed rock, 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>
RCP Mainline	0+00 to 83+00	Pre-haul Maintenance
RCP-50	0+00 to 6+30	Pre-haul Maintenance
RCP-320	0+00 to 53+50	Pre-haul Maintenance
RCP-321	0+00 to 14+00	Pre-haul Maintenance

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>
RCP-51	0+00 to 4+25	Construction
RCP-320 Tie	0+00 to 5+25	Construction
RCP-320	58+75 to 80+00	Reconstruction

0-4 CONSTRUCTION

Construction includes, but is not limited to: clearing; grubbing; right-of-way debris disposal; excavation and/or embankment to subgrade; construct waste areas; end haul of waste; landing construction; acquisition and installation of drainage structures; development, acquisition, manufacture and application of rock.

0-5 RECONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
RCP-320	58+75 to 80+00	Clear and grub in accordance with Typical Section Sheet, curve and embankment widening. Install culverts, grade, shape and compact prior to rock application; apply rock as shown on the Rock List; grade, shape and compact the applied rock.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
RCP Mainline	0+00 to 83+00	Grade and shape existing road surface prior to application of rock; apply spot rock in accordance with the Rock List; grade, shape and compact after rock application.
RCP-50	0+00 to 6+30	Install culverts in accordance with Culvert List; grade and shape existing road surface prior to application of rock; apply spot rock in accordance with the Rock List; grade, shape and compact after rock application.
RCP-320	0+00 to 53+50	Clean ditch and culverts; install culverts in accordance with Culvert List; grade and shape existing road surface prior to application of rock; apply spot rock in accordance with the Rock List; grade, shape and compact after rock application.
RCP-321	0+00 to 14+00	Grade and shape existing road surface prior to application of rock; apply spot rock in accordance with the Rock List; grade, shape and compact after rock application.

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source. Rock source development will involve clearing, stripping, drilling, shooting and manufacturing. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Centerline construction stakes, orange paint, orange.
- Orange flagging and painted trees, construction stakes and RP's for reconstruction.
- Orange painted trees or construction stakes for pre-haul maintenance.

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

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 drainage installation
- Rock application and compaction
- Road Abandonment

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	Road Work	October 1 to April 30

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, 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.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 6 inches on pit run, jaw run, or native surface roads.
- Wheel track rutting exceeds 2 inches on crushed rock roads.
- Surface or base stability problems persist.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 BRIDGE SURFACE RESTRICTION

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

If tracked equipment is used on bridge surfaces, Purchaser shall immediately cease all operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge surface(s) and have surface(s) evaluated by the District Engineer or their designee for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser's expense, as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

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.

1-42 UTILITY ACCESS ROAD

The following roads intersect along existing utility access roads. Purchaser shall conduct road work on the intersecting roads so that the utility access roads are accessible at all times.

<u>Road</u>	<u>Stations</u>
RCP-50	0+00 to 6+30
RCP-51	0+00 to 4+25

1-43 ROAD WORK AROUND UTILITIES

Road work is in close proximity to a utility. Known utilities are listed, but it is the Purchaser's responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way. Purchaser shall notify the Bonneville Power Administration utility before starting road work.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>
RCP-50	0+00 to 6+30	BPA
RCP-51	0+00 to 4+25	BPA

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following roads, Purchaser shall use a grader to shape the existing surface before rock application.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
RCP Mainline	0+00 to 83+00	Grade, shape and compact existing road prior to spot rock application, apply rock, grade and compact.
RCP-50	0+00 to 6+30	Grade and compact existing road as directed by CA prior to rock application, apply spot rock, grade and compact.
RCP-320	0+00 to 53+50	Grade, shape and compact existing road prior to rock application, apply spot rock, grade and compact.
RCP-321	0+00 to 14+00	Grade and compact existing road as directed by CA prior to rock application, apply spot rock, grade and compact.

2-6 CLEANING CULVERTS

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

<u>Road</u>	<u>Stations</u>
RCP-320	0+00 to 53+50

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

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

<u>Road</u>	<u>Stations</u>	
RCP-320	0+00 to 53+50	Clean ditches and remove debris as needed.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 2 inches DBH or over 4 feet high between the marked right-of-way boundaries and within waste and debris areas, or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-8 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 45%.
- Against standing trees, unless approved by the Contract Administrator.

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.

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps adjacent to the road shoulder and in compliance with all other clauses in this road plan.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

Purchaser is not required to remove stumps within waste areas if they are cut flush with the ground.

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all 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, and stumps that are larger than one cubic foot in volume within the grubbing and brushing area limits as shown on the TYPICAL SECTION SHEET and BRUSHING DETAIL.

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditch lines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, before subgrade compaction, the application of rock, and timber haul.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located as listed below or within the cleared right-of-way or in natural openings as designated by the Contract Administrator.

<u>Road</u>	<u>Requirements</u>
Walville Quarry	As shown on pit plan.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

SECTION 4 – EXCAVATION

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 15 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 70%)	1:1	100
Common Earth (on slopes over 70%)	$\frac{3}{4}$:1	133
Fractured or loose rock	$\frac{1}{2}$:1	200
Hardpan or solid rock	$\frac{1}{4}$:1	400

4-6 EMBANKMENT SLOPE RATIO

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

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	$1\frac{1}{2}$:1	67
Angular Rock	$1\frac{1}{4}$: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.

Curve widening is modified as follows:

<u>Road</u>	<u>Stations</u>	<u>Curve Widening (ft)</u>	<u>Remarks</u>
RCP-320	64+75 to 65+25	6	Right, 30 CY
	65+50 to 66+50	4	Left, 30 CY
	74+50 to 75+50	4	Left, 30 CY

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.

Embankment widening is modified as follows:

<u>Road</u>	<u>Stations</u>	<u>Embankment Widening (ft)</u>	<u>Apply Widening to :</u>	<u>Remarks</u>
RCP-320	60+75 to 61+75	4	Right	30 CY

4-10 WIDEN THE EXISTING SUBGRADE

On the following road, Purchaser shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Purchaser shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches.

<u>Road</u>	<u>Stations</u>
RCP-320	58+75 to 80+00

4-21 TURNOUTS

Purchaser shall construct turnouts as designated on the ROCK LIST. Locations changes 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 as designated on the ROCK LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts 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 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>
Walville Quarry	Walville Quarry	Overburden

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas, except as otherwise specified in this plan:

- Within 25 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.

4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 4 inches in any dimension.

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width, except ditch.

4-63 EXISTING SURFACE COMPACTION

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

SECTION 5 – DRAINAGE

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-17 through 10-22.

5-10 CULVERT MARKER INSTALLATION

At all new culverts, Purchaser shall provide and install culvert markers at the inlet in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and CULVERT LIST.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT 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 Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter sections of banded culvert shall be installed at the inlet end.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 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.

The type of energy dissipater and the amount of material must be consistent with the specifications on the CULVERT LIST, except for temporary culverts. Placement must be by zero drop-height method only. Energy dissipater installation is subject to approval by the Contract Administrator.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 3 feet wide and 4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

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

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source 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. Purchaser shall notify the Contract Administrator a minimum of 3 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Walville Quarry	Sec. 23, T13N R6W	Select Pit Run

6-5 ROCK FROM COMMERCIAL SOURCE

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

<u>Possible Source</u>	<u>Location</u>	<u>Rock Type</u>
Hawk's Superior Rock	Raymond, WA	1 ¼" & 3" Minus Crushed

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>
Walville Quarry	Select Pit Run

6-22 FRACTURE REQUIREMENT FOR ROCK

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

6-23 ROCK GRADATION TYPES

Purchaser shall provide rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

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

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

6-33 3-INCH MINUS CRUSHED ROCK

% Passing 3" square sieve	100%
% Passing 2" square sieve	65 - 95%
% Passing 3/4" square sieve	28 - 70%
% Passing U.S. #4 sieve	10 - 35%
% Passing U.S. #200 sieve	0 - 10%

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

6-41 SELECT PIT RUN ROCK

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST 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.

6-56 ROCK MEASUREMENT BY TRUCK VOLUME

Measurement of energy dissipaters and landing rock is on a cubic yard truck measure basis. The Contract Administrator will measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Purchaser shall maintain load tally sheets for each truck and shall give them to the Contract Administrator on a weekly basis during rocking operations. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

6-57 ROCK MEASUREMENT BY TRUCK SCALE

Measurement of culvert backfill and spot rock is on scaled truck weight. Purchaser shall provide scaled weight using a commercial scale. Purchaser shall provide the Contract Administrator with all scale sheets.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for SUBGRADE CONSTRUCTION AND DRAINAGE INSTALLATION before rock application.

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way, unless otherwise specified in the ROCK LIST.

6-75 OPTIONAL ROCK EXCEPTION

On the following roads, if hauling takes place from May 1 to September 30, Purchaser may provide and place less rock than shown on the ROCK 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.

<u>Road</u>	<u>Stations</u>
RCP-51	0+00 to 4+25
RCP-320 Tie	0+00 to 5+25
RCP-320	58+75 to 80+00

SECTION 8 – EROSION CONTROL**8-1 SEDIMENT CONTROL STRUCTURES**

Sediment control shall be accomplished using sediment traps, silt fences, settling ponds, or other methods as approved in writing by the Contract Administrator.

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 50 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

8-15 REVEGETATION

On the following roads, Purchaser shall spread seed on all exposed soils resulting from road work activities using manual dispersion. Other methods of covering must be approved in writing by the Contract Administrator. Required seed not spread by the termination of this contract will become the property of the state.

<u>Road</u>	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>	<u>Remarks</u>
RCP-51	0+00 to 4+25	13	Seed	Abandonment only
RCP-320 Tie	0+00 to 5+25	16	Seed	
RCP-320	58+75 to 80+00	42	Seed	
Walville Quarry	Waste Area	15	Seed	

Quantities are estimates only. Actual quantities may vary and are the responsibility of the Purchaser.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed.

8-17 REVEGETATION TIMING

Purchaser shall revegetate after road work is completed and between March 15 and September 30. 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.

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 2-inch tall grass. Purchaser shall reapply the grass seed 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 grass seed at no addition cost to the state.

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil 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, unless a comparable mix is approved in writing by the Contract Administrator.

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

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
RCP-51	0+00 to 4+25

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 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. Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
RCP-51	0+00 to 4+25	Light

9-22 LIGHT ABANDONMENT

- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Scatter woody debris onto abandoned road surfaces.

SECTION 10 MATERIALS

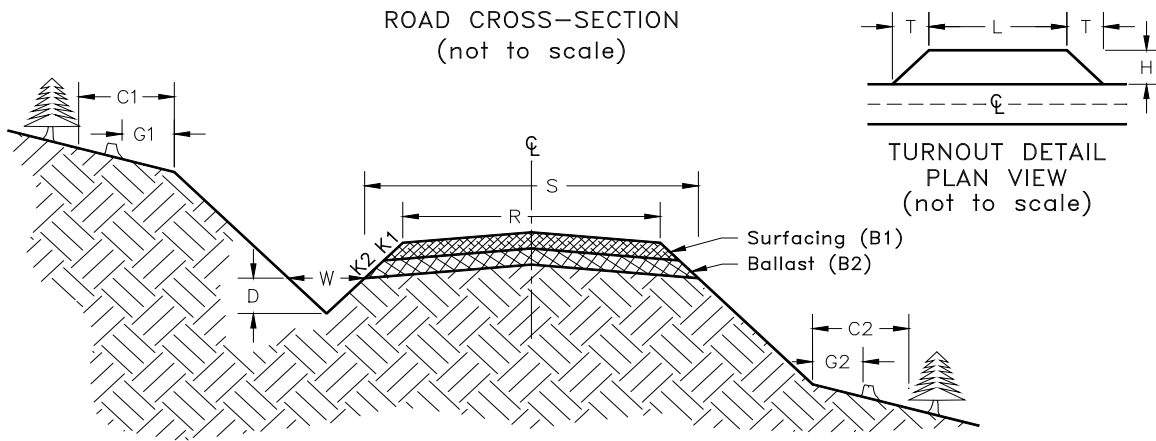
10-17 CORRUGATED PLASTIC CULVERT

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

10-22 PLASTIC BAND

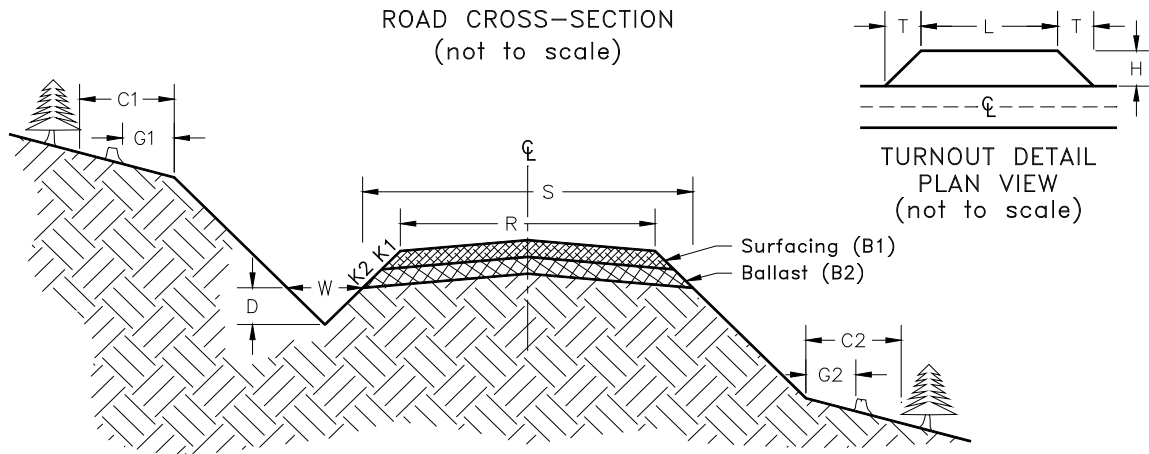
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe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

TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width	Road Width	Ditch Width	Ditch Depth	Crown @ CL	Grubbing Limits		Clearing Limits	
				ft	ft	ft	ft		G1	G2	C1	C2
RCP Mainline	0+00	83+00	A	-	14	-	-	4	-	-	-	-
RCP-50	0+00	6+30	A	-	12	-	-	4	-	-	-	-
RCP-51	0+00	4+25	C	16	12	3	1	4	2	2	5	5
RCP-320	0+00	53+50	A	-	12	3	1	4	-	-	-	-
RCP-320 Tie	0+00	5+25	C	16	12	3	1	4	5	5	10	10
RCP-320	58+75	80+00	C	16	12	3	1	4	2	2	5	5
RCP-321	0+00	14+00	A	-	12	-	-	4	-	-	-	-

ROCK LIST



SELECT PIT RUN

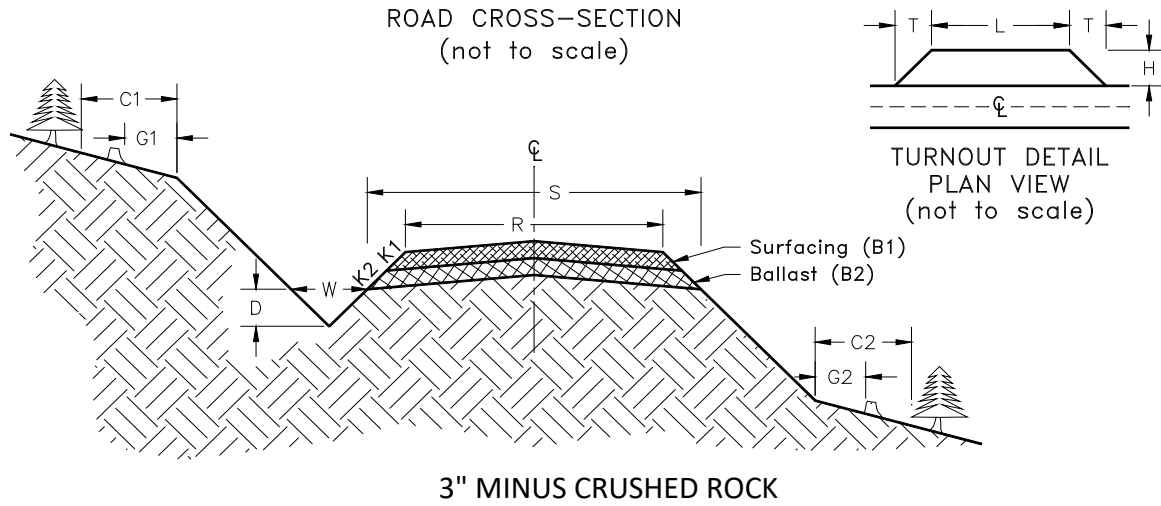
Road Number		From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
										Length	Width	Taper
				K2	B2				Walville Quarry	L	H	T
RCP-51	*	0+00	4+25	1 1/2:1	15	81	4.25	344				
	*	Turnarounds				43	1	43				
	*	Curve Widening						12				
	*	Junctions				15	1	15				
RCP-320		Energy Dissipater						2				
RCP-320 Tie	*	0+00	5+25	1 1/2:1	15	81	5.25	425				
	*	Curve Widening						15				
	*	Junctions				15	1	15				
	*	Energy Dissipater						1				
RCP-320	*	58+75	80+00	1 1/2:1	12	63	21.25	1339				
	*	Turnarounds				34	1	34				
	*	Turnouts				19	1	19		40	10	25
	*	Curve & Embankment Widening						167				
	*	Junctions				12	1	12				
	*	Landings				54	2	108				
	*	Energy Dissipater						4				
RCP-321		Turnaround (9+70)				40	1	40				
		Spot Rock (1+25)				30	1	30				
		Landing (12+50)				50	1	50				

*Optional Rock in accordance with 6-75

REQUIRED SELECT PIT RUN: 122 CY

OPTIONAL SELECT PIT RUN: 2553 CY

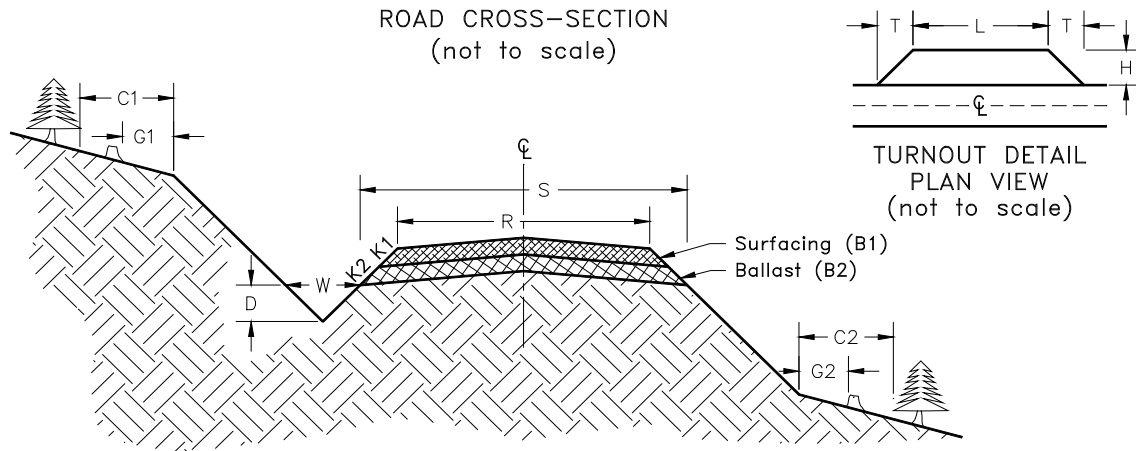
ROCK LIST



Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2				Commercial	L	H	T
RCP-320	51+50	53+50	1 1/2:1	8	41	2.00	82				
	Junction						8				
	Spot Rock (7+65, 10+40, 13+25, 15+45, 22+80, 27+20, 37+35, 41+00, 49+70)				10	9	90				
	Spot Rock (0+00, 17+15, 33+45)				20	3	60				
	Spot Rock (19+70, 30+55)				30	2	60				
	Culvert Backfill				20	2	40				

REQUIRED SELECT PIT RUN: 340 CY

ROCK LIST



1-1/4" MINUS CRUSHED ROCK

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K1	B1				Commercial	L	H	T
RCP Mainline	69+30	75+30	1 1/2:1	4	20	6.00	120				
RCP-50	Spot Rock (0+20)				30	1	30				

REQUIRED CRUSHED ROCK: 150 CY

CULVERT LIST

Road Number	Location	Culvert			Armoring (C.Y.)			Backfill	Inlet	Remarks
		Dia (In)	Length	Type	Inlet	Outlet	Type	Material	Marker	
RCP-320	17+15	18	30	PD	0.5	0.5	SP	CR	Y	Replace
	52+10	18	30	PD	0.5	0.5	SP	CR	Y	
RCP-320 Tie	0+90	18	30	PD	0.5	0.5	SP	NT	Y	
RCP-320	58+90	18	30	PD	0.5	0.5	SP	NT	Y	
	63+60	18	30	PD	0.5	0.5	SP	NT	Y	
	66+50	18	30	PD	0.5	0.5	SP	NT	Y	
	73+90	18	30	PD	0.5	0.5	SP	NT	Y	

Key:

- SP - Select Pit Run
- NT - Native (bank run)
- CR - 3 Inch Minus Crushed
- LL - Light Loose Riprap
- PD - Polyethylene Pipe Double Wall
- PSDS - Polyethylene Downspout Single Wall

COMPACTION LIST

Road	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes
All Roads	Subgrade	12	Vibratory Smooth Drum	14,000	4
All Roads	Fill/Embankment	12	Vibratory Smooth Drum	14,000	4
All Roads	Waste Area	24	Excavation	28,000	-
All Roads	Pre-haul Surface	6	Vibratory Smooth Drum	14,000	4
All Roads	Rock	12	Vibratory Smooth Drum	14,000	3

CULVERT AND DRAINAGE SPECIFICATION DETAIL

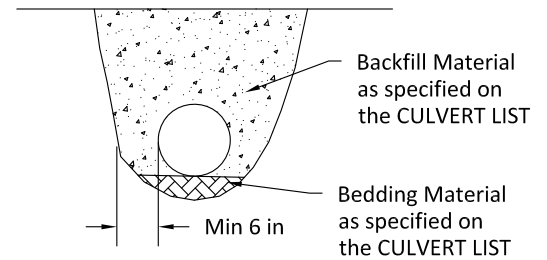
PAGE 1 OF 2

INSTALLATION REQUIREMENTS:

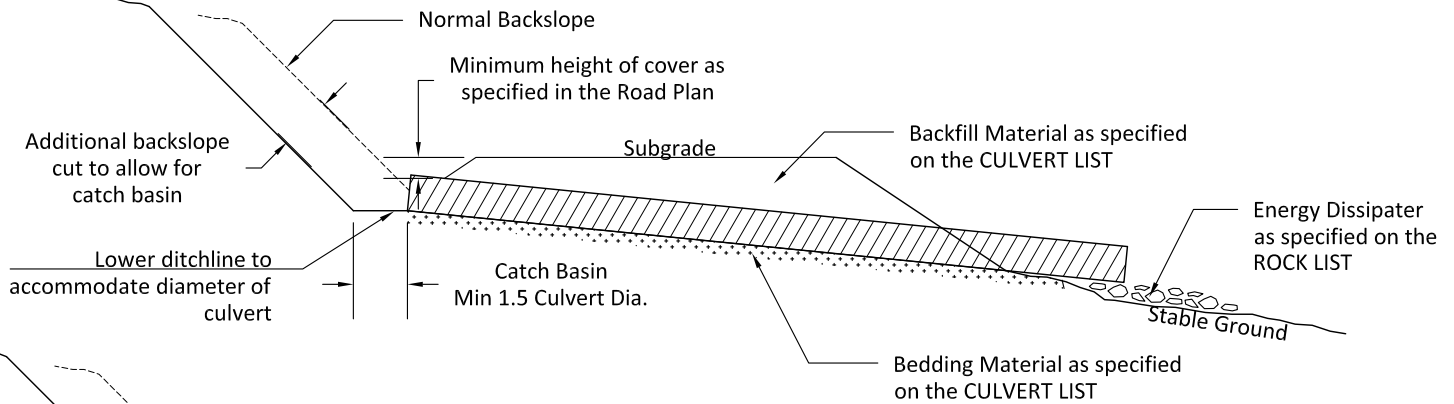
1. Proper preparation of foundation and placement of any required bedding material shall precede the installation of all culverts. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform, dense, unyielding base. The pipe must be uniformly supported along the barrel.
2. Backfill material shall be compacted under the culvert haunches, around the sides, and above the culvert in accordance with the COMPACTION LIST.

ALL DRAWINGS ARE NOT TO SCALE

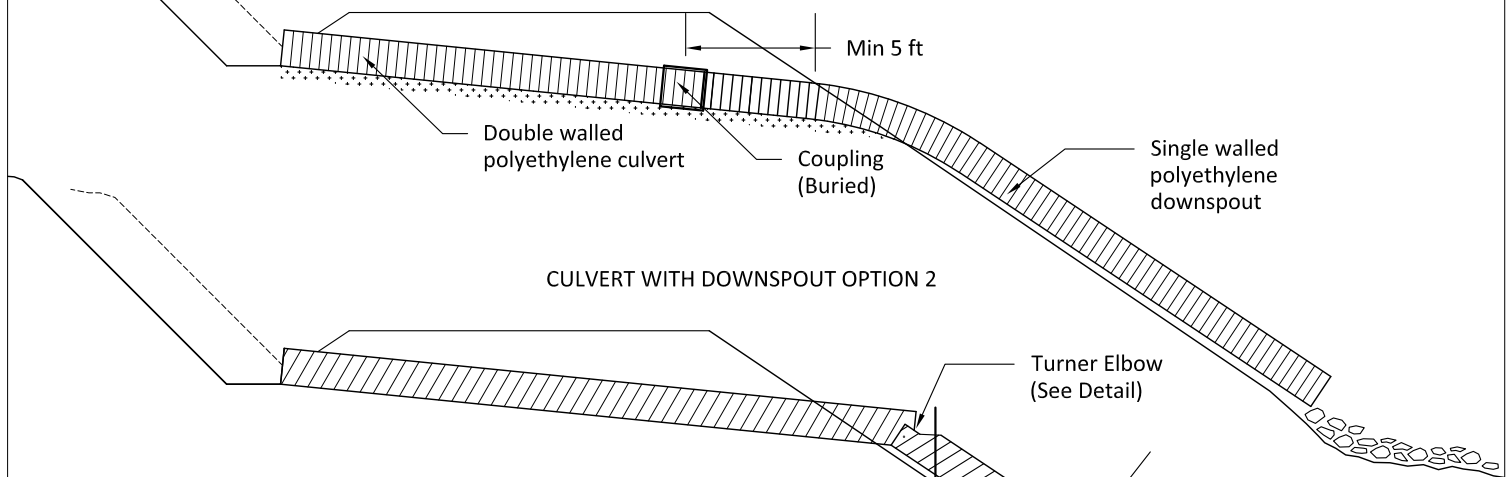
CROSS SECTION



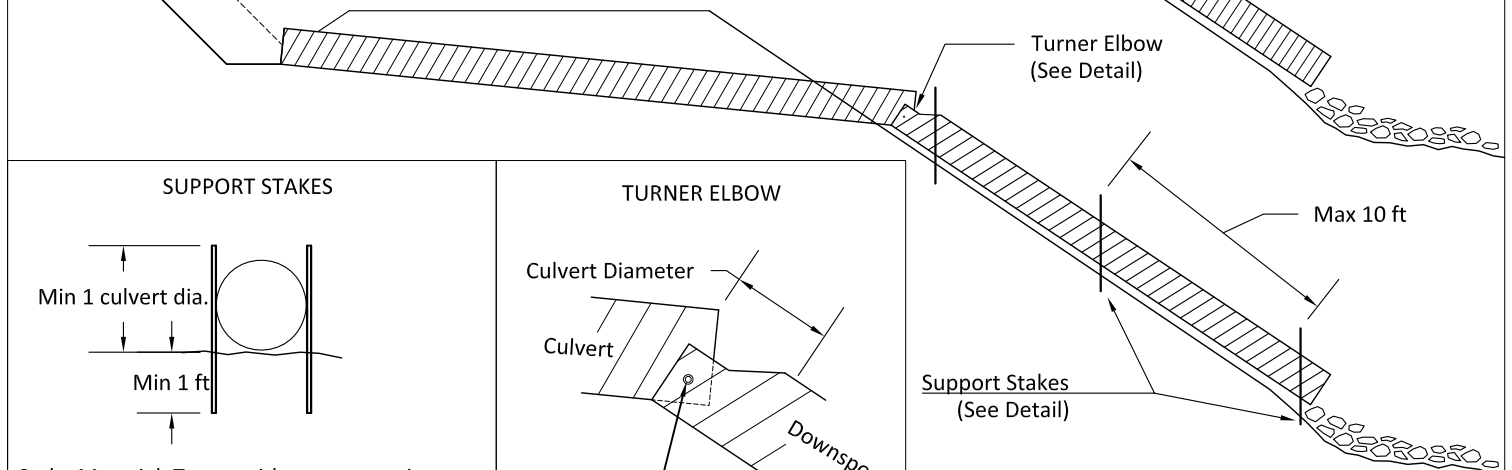
CULVERT PROFILE (TYPICAL)



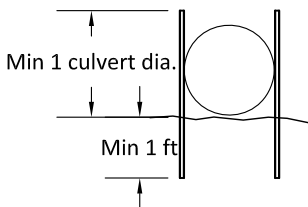
CULVERT WITH DOWNSPOUT OPTION 1



CULVERT WITH DOWNSPOUT OPTION 2

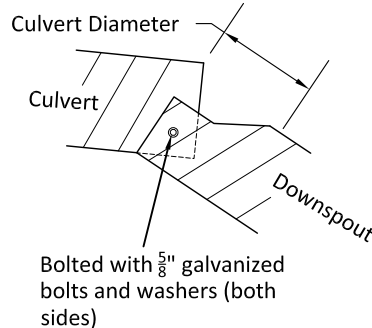


SUPPORT STAKES



Stake Material: T-post with rust protection coating.
Connections: Bolt support stakes to the culvert with $\frac{5}{8}$ " u-bolts, with washers on both the inside and outside of the culvert.
Alternative staking methods may be approved, in writing, by the Contract Administrator.

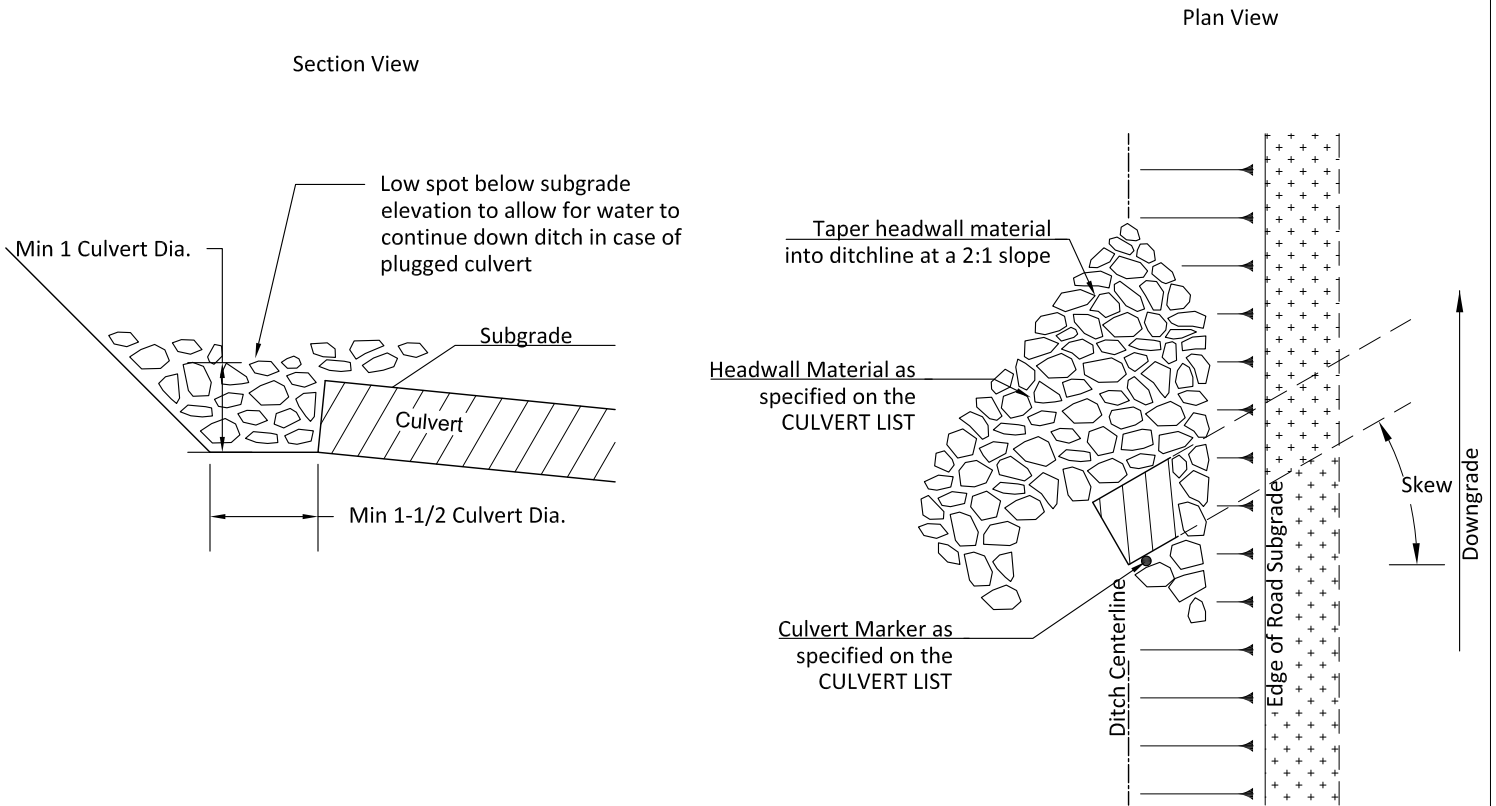
TURNER ELBOW



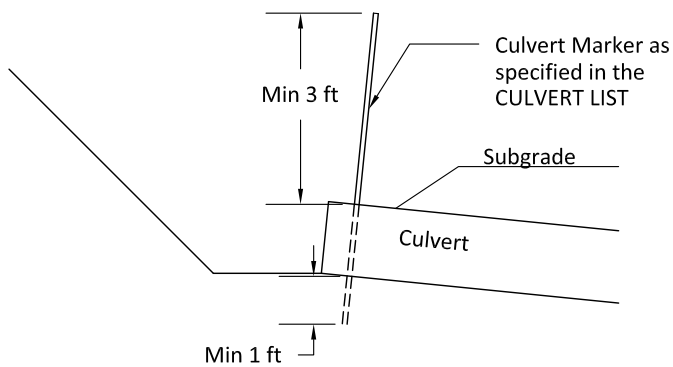
CULVERT AND DRAINAGE SPECIFICATION DETAIL

PAGE 2 OF 2

HEADWALLS

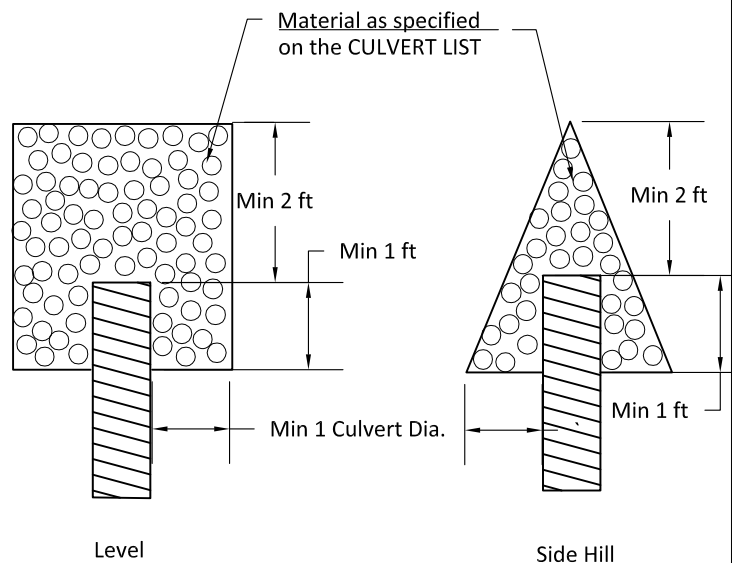


CULVERT MARKERS



Culvert Marker Material: 1 Inch I.D., Schedule 40 PVC Pipe, White. Marker must be capped on the top.
 Culvert Marker Placement: Place on uphill side of culvert, between corrugations if possible.
 Alternative culvert marker types may be approved, in writing, by the Contract Administrator.

ENERGY DISSIPATERS



Min Energy Dissipater Depth: 1 Culvert Dia.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

Cuts and Fills

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

Surface

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

Preventative Maintenance

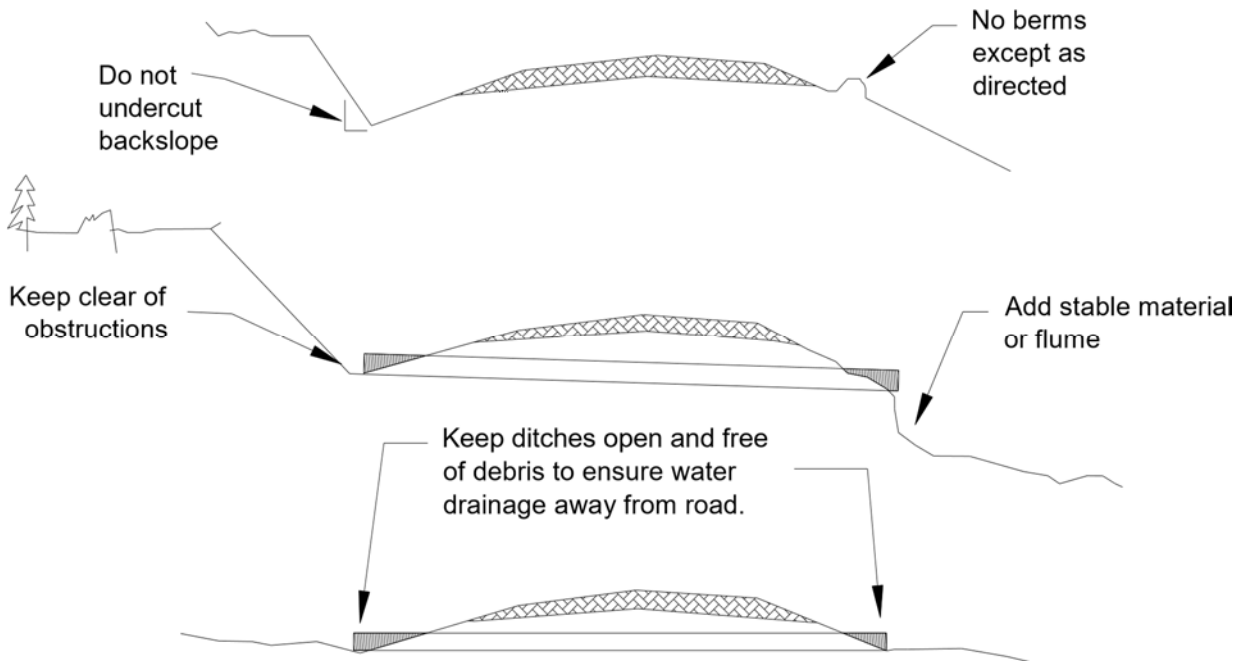
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

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.



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PACIFIC CASCADE REGION

WALVILLE QUARRY DEVELOPMENT PLAN

SW ¼, SE ¼, Section 23, Township 13 North, Range 6 West, W.M.

Page 1 of 3

1. All operations shall be carried out in compliance with all regulations of:
 - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
 - b. "Safety Standards for Construction Work" (296-155 WAC), Washington Department of Labor and Industries.
2. Purchaser shall arrange with the Contract Administrator to review the pit and examine the areas before beginning any operations. Development shall begin in Area A and proceed to Area B, if needed.
3. Pit faces shall not exceed 20 feet in height and shall be sloped no steeper than ¼:1.
4. All vegetation including stumps shall be cleared a minimum of 25 feet beyond the top of all working faces. The Contractor shall maintain a minimum of 20 foot wide area stripped to rock from the pit face at all times.
5. All overburden and excavated material from construction of equipment access trail that cannot be use for processing rock shall be end hauled, placed, and compacted at the designated waste areas. Waste Area compaction requirements are specified in the COMPACTION LIST.
6. Root wads and organic debris larger than one cubic foot in volume shall be separated from overburden material and piled in the designated waste area.
7. Upon request by the Contract Administrator, the Contractor will submit an informational drilling and shooting plan five working days prior to any drilling.
8. Drilling and rock extraction may begin when the Contract Administrator has approved, in writing, all of the clearing, grubbing and overburden removal.
9. Working bench width shall be a minimum of 20 feet and outsloped at 2%.
10. Upon request by the Contract Administrator, the Contractor will submit an informational drilling and shooting report after blasting has occurred.

WALVILLE QUARRY DEVELOPMENT PLAN

SW ¼, SE ¼, Section 23, Township 13 North, Range 6 West, W.M.

Page 2 of 3

11. The pit floor shall have continuity of slope with a smooth and neat condition that provides drainage at a minimum of 2 percent. All knobs, bumps, or extrusions shall be removed to the designated floor level by excavation or drill and shoot techniques. No sediment shall enter live water.
12. The location and amount of material deposited in a temporary stockpile is subject to approval by the Contract Administrator. All stockpiled material shall be maintained in a neat and useable condition.
13. Oversize material remaining in the pit at the conclusion of use shall not exceed 5 percent of the total volume mined during that operation. Oversize material is defined as rock fragments larger than two feet in any direction. At the conclusion of operations, all remaining oversize material shall be located as directed by the Contract Administrator.
14. Upon completion of pit operations, the following shall occur:
 - a. The maximum slope of pit walls must be consistent with recognized engineering standards for the type of material being excavated in accordance with the following table:

<u>Material</u>	<u>Maximum Slope Ratio (Horiz. :Vert.)</u>	<u>Maximum Slope Percent</u>
Sand	2:1	50
Gravel	1.5:1	67
Common Earth	1:1	100
Fractured Rock	½ :1	200
Solid Rock	¼:1	400

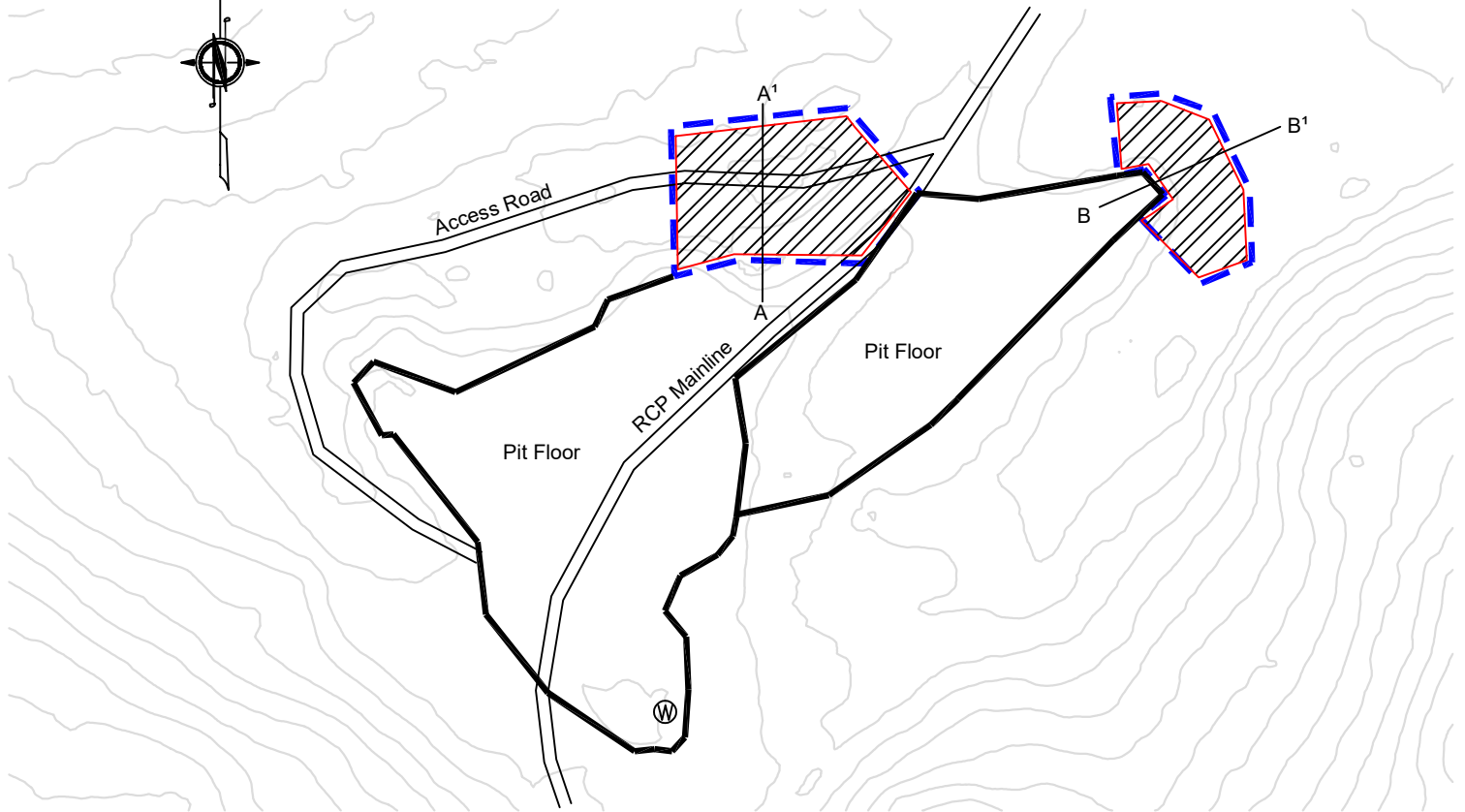
- b. Pit walls may not be undermined or over steepened. Pit walls must be maintained in a condition that minimizes the possibility of walls sliding or failing.
- c. Pit faces and walls shall be scaled and cleared of loose and overhanging material.
- d. Benches shall have safety berms constructed or access blocked to highway vehicles.
- e. The pit area will be left in a condition that will not endanger public safety, damage property, or be hazardous to animal or human life.
- f. All exposed soils in the Waste Areas shall be grass seeded in accordance with Section 8 of Road Plan.
- g. The pit area shall be worked and left in a condition that future operations may proceed in an orderly manner.
- h. The site shall be cleared of all temporary structures, equipment and rubbish, block access roads with existing on-site rip rap as directed by the Contract Administrator, and shall be left in a neat and presentable condition.
- i. The Contractor shall obtain written approval of final rock source condition and compliance with the terms of this plan.

Updated: 1/7/22 RW

WALVILLE QUARRY DEVELOPMENT PLAN

SW ¼, SE ¼, Section 23, Township 13 North, Range 6 West, W.M.

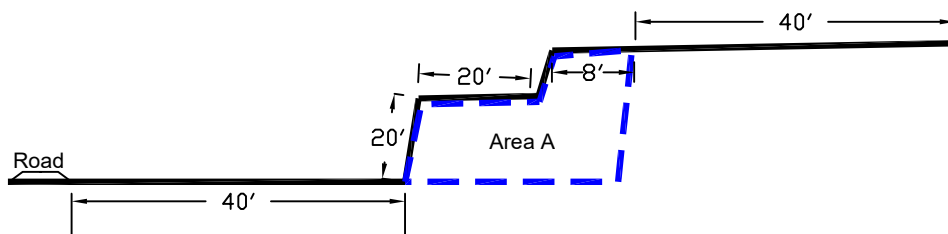
Page 3 of 3



CROSS SECTION PROFILE

A - A'

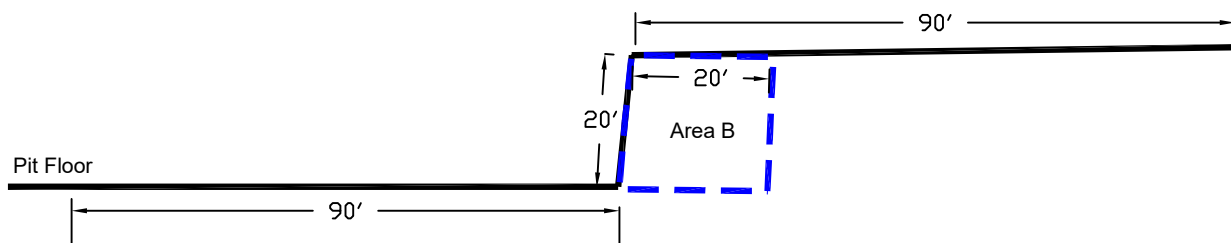
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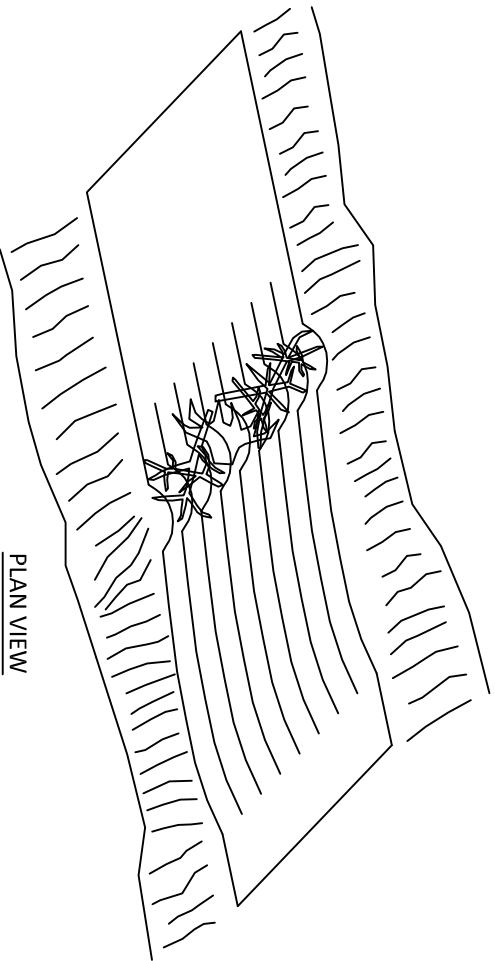
CROSS SECTION PROFILE

B - B'

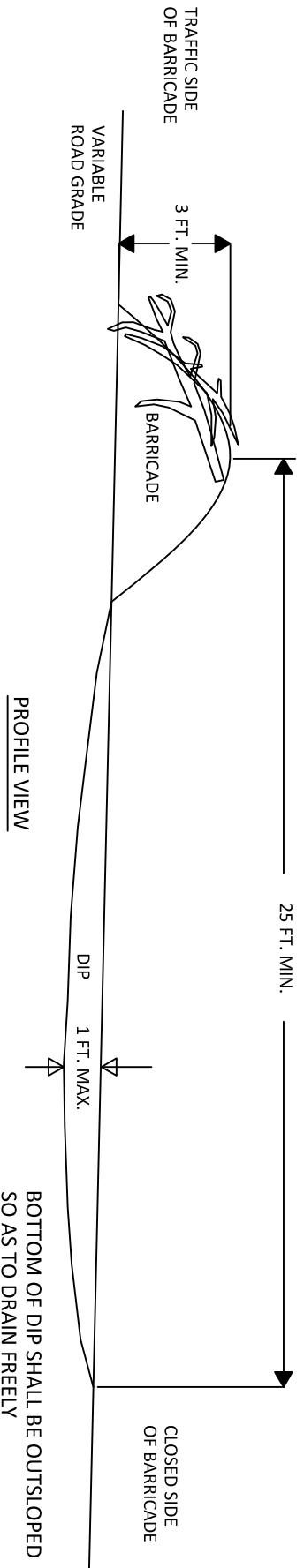
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EARTHEN BARRICADE DETAIL

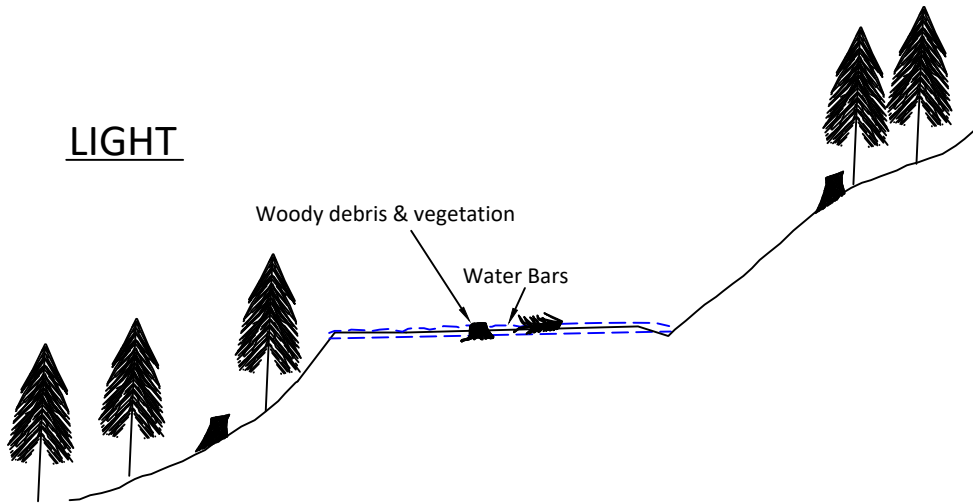


SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.

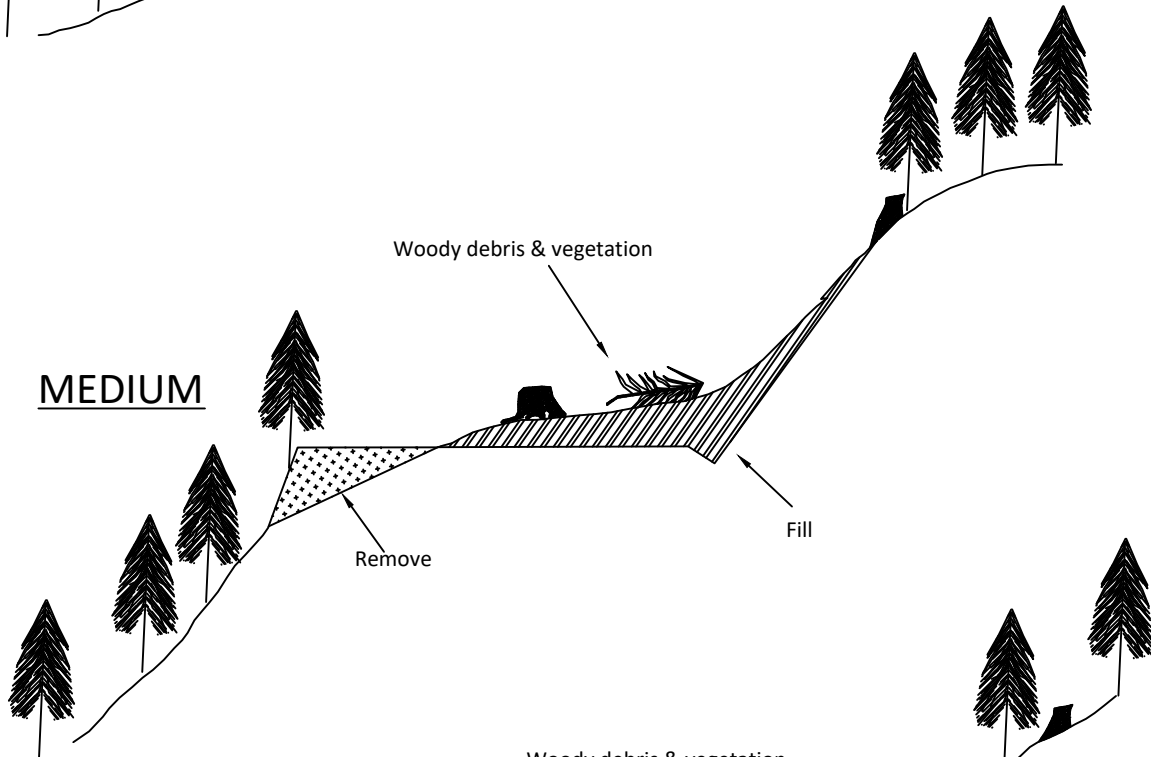


ROAD ABANDONMENT CROSS SECTIONS

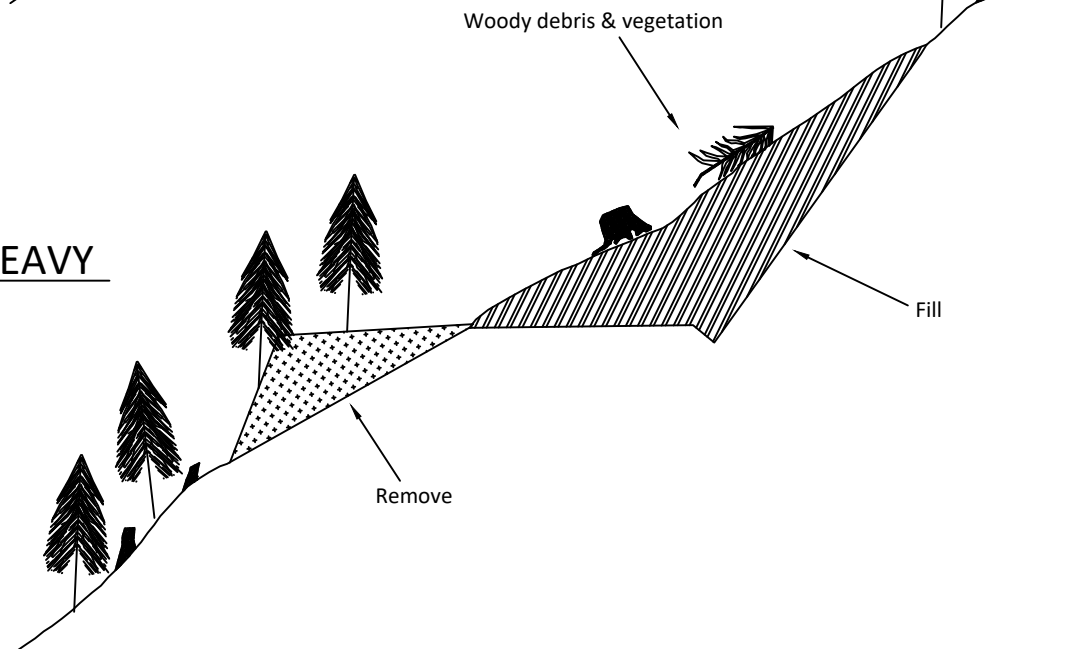
LIGHT



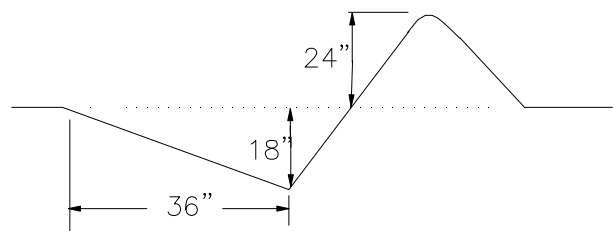
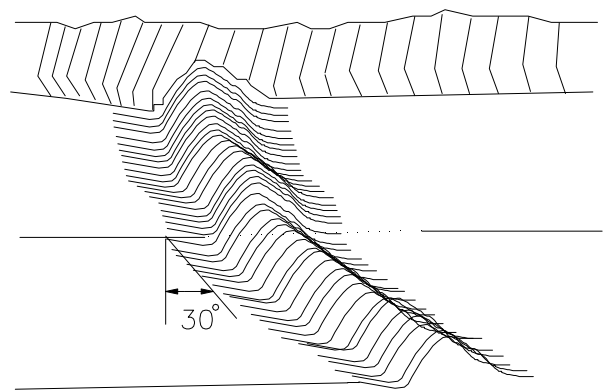
MEDIUM



HEAVY



NON-DRIVABLE WATER BAR DETAIL



SUMMARY - Road Development Costs

REGION: Pacific Cascade

DISTRICT: Lewis

SALE/PROJECT NAME: Rainy Pass

AGREEMENT #: 30-102791

ROAD NUMBERS: Optional: RCP-51, RCP-320 Tie, RCP-320 (58+75 to 80+00)

Required: RCP Mainline, RCP-50, RCP-320 (0+00 to 53+50), RCP-321

ROAD STANDARD:	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:	9.50	21.25	156.80
CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:	\$3,558.49	\$4,892.55	\$5,137.19
ROAD ROCK:			
Optional:	\$9,244.35	\$18,583.49	\$1,282.80
Required:	\$0.00	\$0.00	\$13,815.96
Total:	\$9,244.35	\$18,583.49	\$15,098.76
STOCKPILE:	-	-	\$0.00
CULVERTS AND FLUMES:	\$681.20	\$2,724.80	\$1,362.40
STRUCTURES:	-	-	-
MOBILIZATION:	\$1,910.50	\$2,626.73	\$2,758.07
TOTAL COSTS:	\$15,394.54	\$28,827.57	\$24,356.42
COST PER STATION:	\$1,620	\$1,357	\$155
ROAD DEACTIVATION & ABANDONMENT COSTS:	\$377.59	\$0.00	\$0

10% OVERHEAD AND GENERAL EXPENSE =	\$6,857.85
TOTAL (All Roads) =	\$75,813.97
TOTAL (Minus Optional Rock) =	\$46,703.33
SALE VOLUME MBF =	979
TOTAL \$/MBF =	\$77.44
TOTAL \$/MBF (Minus Optional Rock) =	\$47.71

Profit and Risk costs are accounted on an individual basis.

SUMMARY OF ROAD

Sale:

Rainy Pass

Road:

RCP Mainline

Required
Pre-Haul Maintenance- 83+00 stations
1.57 miles

Required
Reconstruction - 0+00
0.00 stations
miles

Required Construction - 0+00 stations
0.00 miles

Required Abandonment- 0+00 stations
0.00 miles

Optional
Reconstruction - 0+00 stations
0.00 miles

Optional Construction - 0+00 stations
0.00 miles

PRE-HAUL MAINTENANCE

MISC.

Grade and shape existing road surface -	83.00	stations @	\$13.75	per station	\$1,141.25
Roll shaped road surface w/ vibratory roller prior to rocking -	83.00	stations @	\$7.27	per station	\$603.41

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.	\$1,744.66
---	------------

ROCK

69+30	to	75+30	120	cy. of	Crushed	@	\$28.68	per c. y. =	<u>\$3,441.60</u>
									TOTAL ROCK

SUBTOTAL	\$5,186.26
----------	------------

MOBILIZATION

SUBTOTAL	\$936.68
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OVERHEAD & GENERAL EXPENSES

10%

SUBTOTAL	\$612.29
----------	----------

Optional Rock?

NO

TOTAL	\$6,735.23
-------	------------

COST PER STATION **\$81.15**

Sale:	Rainy Pass		Road:	RCP-50	
Required Pre-Haul Maintenance-	<div>6+30</div> <div>0.12</div>	stations miles	Required Reconstruction -	<div>0+00</div> <div>0.00</div>	stations miles
Required Abandonment-	<div>0+00</div> <div>0.00</div>	stations miles	Optional Reconstruction -	<div>0+00</div> <div>0.00</div>	stations miles

CLEARING

MISC.

ROCK

MOBILIZATION

OVERHEAD & GENERAL EXPENSES

10%

SUBTOTAL	\$1,142.15
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SUBTOTAL	\$191.05
----------	----------

SUBTOTAL	\$133.32
----------	----------

TOTAL	\$1,466.52
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Optional Rock?

NO

COST PER STATION	\$232.78
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SUMMARY OF ROAD

Sale:	Rainy Pass		Road:	RCP-51	
Required			Required		
Pre-Haul Maintenance-	0+00 stations	Required	Reconstruction -	0+00 stations	Required
	0.00 miles			0.00 miles	Construction -
					0+00 stations
					0.00 miles
Required Abandonment-	0+00 stations	Optional	Reconstruction -	0+00 stations	Optional
	0.00 miles			0.00 miles	Construction -
					4+25 stations
					0.08 miles

CONSTRUCTION

CLEARING/GRUBBING					
Scattering Organic Debris	4.25	sta @	\$230.00	per sta	\$977.50
EXCAVATION					
Road Construction Earthwork	4.25	sta. @	\$109.57	per sta. =	\$465.67
Grade and shape subgrade -	4.25	stations @	\$11.00	per station	\$46.75
MISC.					
Roll subgrade w/ vibratory roller prior to rocking -	4.25	stations @	\$9.09	per station	\$38.63
Construct turnaround @ sta. - 0+00	1.00	@	\$96.93	each	\$96.93
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.					\$1,625.48

ROCK

0+00	to	4+25	414	cy. of	Pit Run	@	\$10.74	per c.y.=	\$4,446.36	
TOTAL ROCK										\$4,446.36

ABANDONMENT

Construct waterbar and/or rip -	3.00	@	\$57.33	each	\$171.99	
Construct Earthen Barricade -	1.00	@	\$172.00	each	\$172.00	
Grass seed and fertilize -	12.00	lbs @	\$2.80	per lbs	\$33.60	
TOTAL ADDITIONAL REQUIREMENTS					\$377.59	

MOBILIZATION

SUBTOTAL					\$6,449.43
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OVERHEAD & GENERAL EXPENSES

SUBTOTAL					\$732.21
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TOTAL					\$8,054.33
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COST PER STATION					\$1,895.14
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Optional Rock?

YES

SUMMARY OF ROAD

Sale:	<u>Rainy Pass</u>			Road:	<u>RCP-320 Pre-haul</u>			
Required				Required				
Pre-Haul Maintenance-	53+50	stations	Required Reconstruction -	0+00	stations	Required Construction -	0+00	stations
	1.01	miles		0.00	miles		0.00	miles
Required Abandonment-			Optional			Optional		
	0+00	stations	Reconstruction -	0+00	stations	Construction -	0+00	stations
	0.00	miles		0.00	miles		0.00	miles

PRE-HAUL MAINTENANCE

EXCAVATION								
Clean ditch where needed-	53.50	stations @	\$26.88	per station	\$1,438.08			
Remove culverts from state lands -	1.00	@	\$179.74	total	\$179.74			
MISC.								
Grade and shape existing road surface -	53.50	stations @	\$13.75	per station	\$735.63			
Roll shaped road surface w/ vibratory roller prior to rocking -	53.50	stations @	\$7.27	per station	\$388.95			
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.								\$2,742.40

CULVERTS - MATERIALS & INSTALLATION

Culverts								
60	LF of 18"	\$1,346.40						
		\$1,346.40						
Culvert Stakes & Markers								
2 markers		\$16.00						
		\$16.00						
TOTAL CULVERTS								\$1,362.40

ROCK

Culvert Backfill	See Rock List	40	cy. of	3" crushed	@	\$27.49	per c.y.=	\$1,099.60
Spot Rock	See Rock List	210	cy. of	3" crushed	@	\$27.49	per c.y.=	\$5,772.90
51+50 to	53+50	90	cy. of	3" crushed	@	\$29.83	per c.y.=	\$2,684.70
Energy Dissipator	52+10	2	cy. of	Pit-Run	@	\$15.43	per c.y.=	\$30.86
TOTAL ROCK								\$9,588.06

SUBTOTAL \$13,692.86

MOBILIZATION

SUBTOTAL \$1,472.35

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL \$1,516.52

Optional Rock? NO

TOTAL \$16,681.73

COST PER STATION \$311.81

SUMMARY OF ROAD

Sale: Rainy Pass

Road: RCP-320 Tie

Required Pre-Haul Maintenance-	<div>0+00</div> <div>0.00</div> stations miles	Required Reconstruction -	<div>0+00</div> <div>0.00</div> stations miles	Required Construction -	<div>0+00</div> <div></div> stations miles
Required Abandonment-	<div>0+00</div> <div>0.00</div> stations miles	Optional Reconstruction -	<div>0+00</div> <div>0.00</div> stations miles	Optional Construction -	<div>5+25</div> <div>0.10</div> stations miles

CONSTRUCTION

CLEARING/GRUBBING

Scattering Organic Debris	5.25	sta @	\$230.00	per sta	\$1,207.50
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EXCAVATION

Road Construction Earthwork	5.25	sta. @	\$109.57	per sta. =	\$575.24
Grade and shape subgrade -	5.25	stations @	\$11.00	per station	\$57.75

MISC.

Roll subgrade w/ vibratory roller prior to rocking -	5.25	stations @	\$9.09	per station	\$47.72
Grass seed and fertilize -	16.00	lbs @	\$2.80	per lbs	\$44.80

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.	\$1,933.01
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CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>					
30	LF of 18"	\$673.20		0	LF of 24"
		\$673.20			\$0.00
					\$0.00
<u>Culvert Stakes & Markers</u>					
1	markers	\$8.00			
		\$8.00			
					TOTAL CULVERTS

ROCK

Energy Dissipator	0+90	1	cy. of	Pit Run	@	\$11.39	per c.y.=	\$11.39
0+00 to	5+25	455	cy. of	Pit Run	@	\$10.52	per c.y.=	<u>\$4,786.60</u>
								TOTAL ROCK

\$4,797.99

SUBTOTAL	\$7,412.20
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MOBILIZATION

SUBTOTAL	\$1,037.80
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OVERHEAD & GENERAL EXPENSES

10%	SUBTOTAL	\$845.00
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Optional Rock?

YES

TOTAL	\$9,295.00
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COST PER STATION	\$1,770.48
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SUMMARY OF ROAD

Sale:	<u>Rainy Pass</u>			Road:	<u>RCP-320 Reconstruct</u>			
Required	<div><div></div></div>		Required	<div><div></div></div>		Required	<div><div></div></div>	
Pre-Haul Maintenance-	0+00	stations	Reconstruction -	0+00	stations	Construction -	0+00	stations
	0.00	miles		0.00	miles		0.00	miles
Required Abandonment-	<div><div></div></div>		Optional	<div><div></div></div>		Optional	<div><div></div></div>	
	0+00	stations	Reconstruction -	21+25	stations	Construction -	0+00	stations
	0.00	miles		0.40	miles		0.00	miles

RECONSTRUCTION

CLEARING/GRUBBING								
Scattering Organic Debris	21.25	sta	@	\$115.00	per sta		\$2,443.75	
EXCAVATION								
Pull and clean ditch-	21.25	stations	@	\$53.75	per station		\$1,142.19	
Grade and shape subgrade -	21.25	stations	@	\$11.00	per station		\$233.75	
MISC.								
Roll subgrade w/ vibratory roller prior to rocking -	21.25	stations	@	\$9.09	per station		\$193.16	
Reconstruct turnouts @ sta. -	1.00	@		\$96.93	each		\$96.93	
Reconstruct turnaround @ sta. -	1.00	@		\$96.93	each		\$96.93	
Reconstruct landing - 76+20, 79+50	2.00	@		\$193.85	each		\$387.70	
Grass seed and fertilize -	42.00	lbs	@	\$2.80	per lbs		\$117.60	
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.							\$4,892.55	

CULVERTS - MATERIALS & INSTALLATION

Culverts								
120	LF of 18"	\$2,692.80	0	LF of 24"	\$0.00			
		\$2,692.80			\$0.00			
Culvert Stakes & Markers								
4 markers		\$32.00						
		\$32.00				TOTAL CULVERTS	\$2,724.80	

ROCK								
Energy Dissipator	See Rock List	4	cy. of	Pit Run	@	\$16.03	per c.y.=	\$64.12
58+75 to	80+00	1,559	cy. of	Pit Run	@	\$11.03	per c.y.=	\$17,195.77
Curve and Embankment Widen	See Rock List	120	cy. of	Pit-Run	@	\$11.03	per c.y.=	\$1,323.60
TOTAL ROCK							\$18,583.49	

MOBILIZATON

OVERHEAD & GENERAL EXPENSES		10%		SUBTOTAL	\$2,882.76	
Optional Rock?					TOTAL	\$31,710.33
YES					COST PER STATION	\$1,492.25

SUMMARY OF ROAD

Sale:	Rainy Pass			Road:	RCP-321		
Required				Required			
Pre-Haul Maintenance-	14+00	stations	Required	Reconstruction -	0+00	stations	Required
	0.27	miles			0.00	miles	Construction -
							0+00
							stations
							miles
Required Abandonment-	0+00	stations	Optional	Reconstruction -	0+00	stations	Optional
	0.00	miles			0.00	miles	Construction -
							0+00
							stations
							miles

PRE-HAUL MAINTENANCE

MISC.								
Grade and shape existing road surface -	14.00	stations @	\$13.75	per station	\$192.50			
Roll shaped road surface w/ vibratory roller prior to rocking -	14.00	stations @	\$7.27	per station	\$101.78			
			TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.					\$294.28

ROCK

Spot Rock	0+00	120	cy. of	Pit Run	@	\$10.69	per c.y.=	\$1,282.80	
								TOTAL ROCK	\$1,282.80

SUBTOTAL \$1,577.08

MOBILIZATION

SUBTOTAL \$157.99

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL \$173.51

Optional Rock?	YES							TOTAL	\$1,908.58
								COST PER STATION	\$136.33



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

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

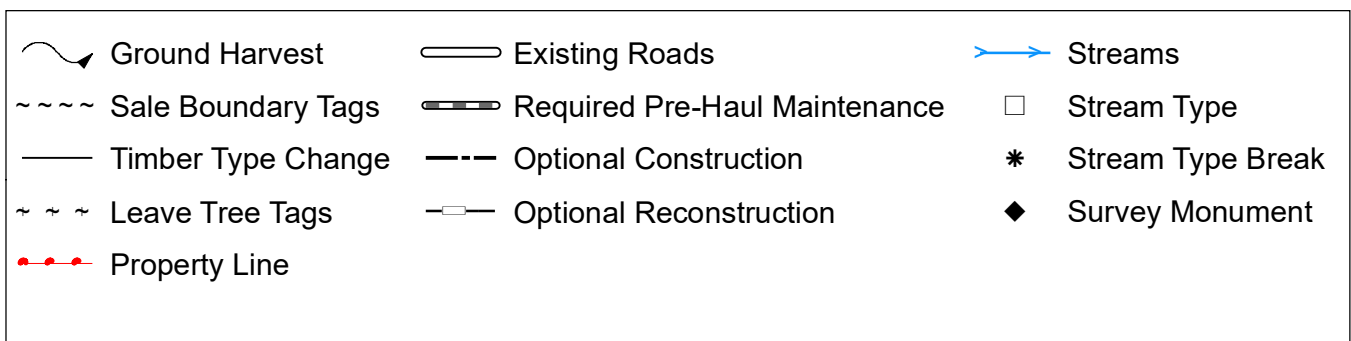
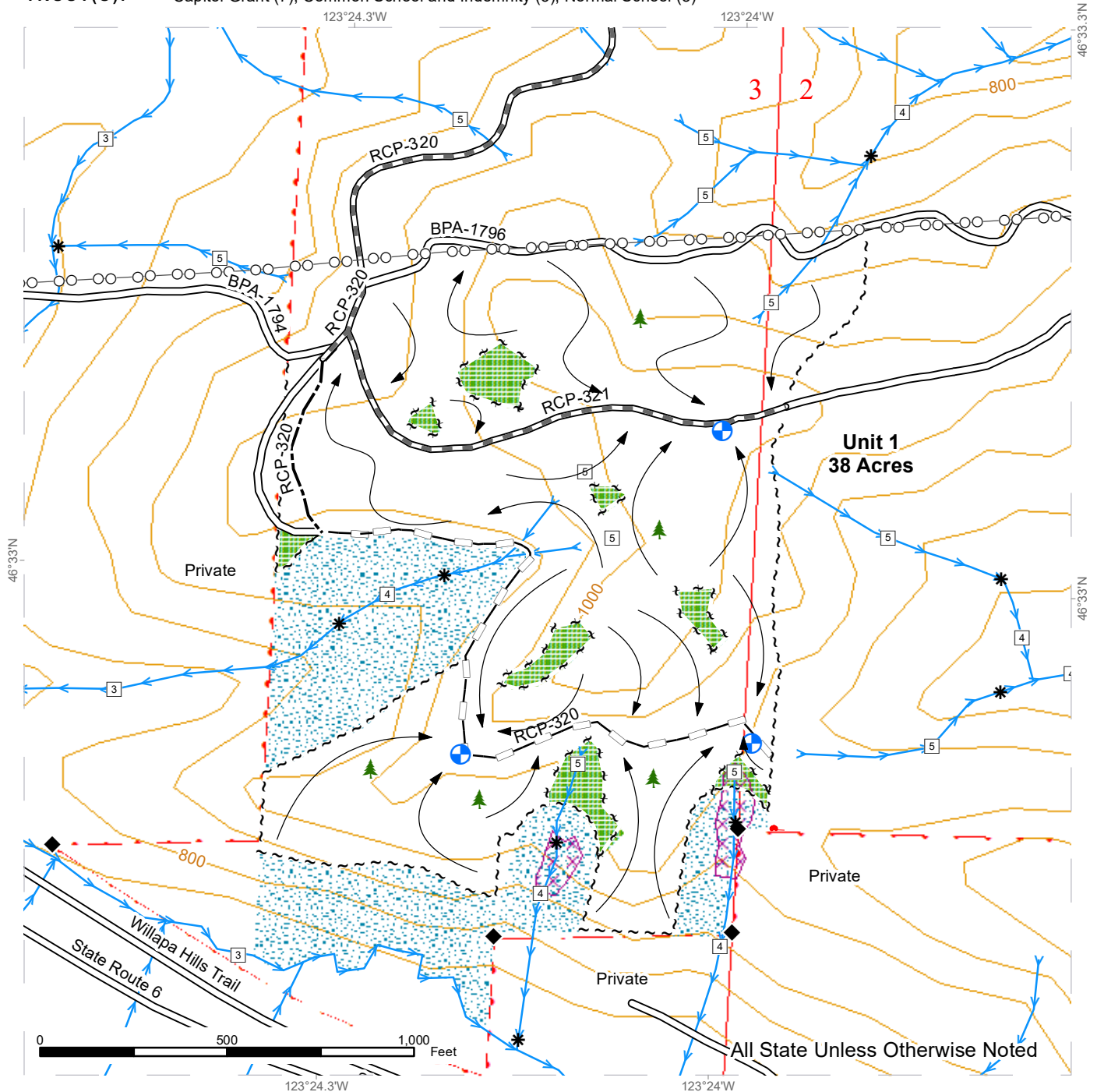
Temporary Reconstruction: **linear feet**
Roads to be reconstructed (optional and required) and then abandoned

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)

LOGGING PLAN MAP

SALE NAME: RAINY PASS
AGREEMENT#: 30-102791
TOWNSHIP(S): T12R6W
TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 760-1000



LOGGING PLAN MAP

SALE NAME: RAINY PASS

AGREEMENT#: 30-102791

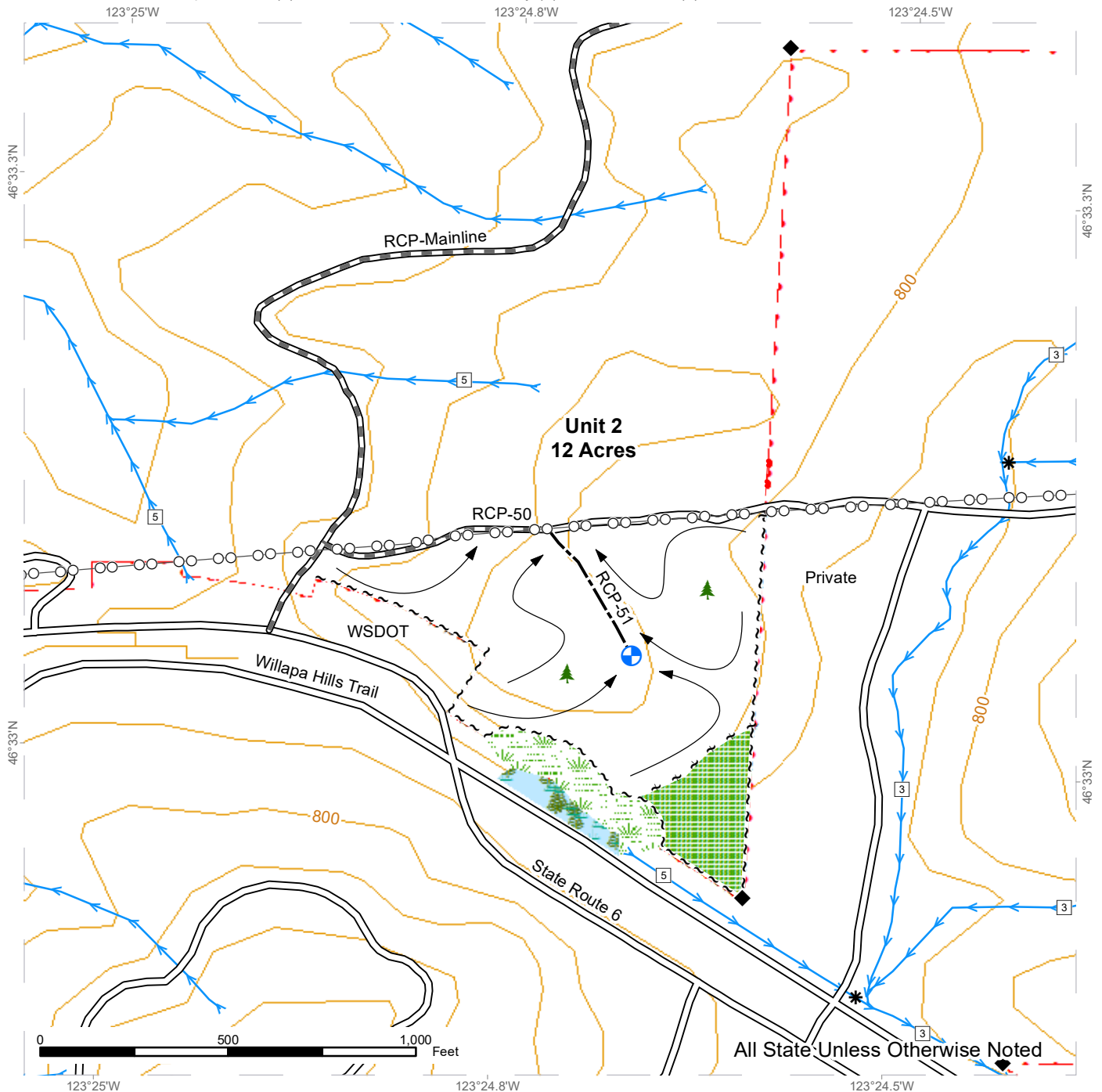
TOWNSHIP(S): T12R6W

TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

REGION: Pacific Cascade Region

COUNTY(S): Pacific

ELEVATION RGE: 760-1000



- | | | |
|--------------------|-------------------------------|-------------------|
| Ground Harvest | Existing Roads | Streams |
| Sale Boundary Tags | Required Pre-Haul Maintenance | Stream Type |
| Leave Tree Tags | Optional Construction | Stream Type Break |
| Property Line | | Survey Monument |





**Department of Energy
Bonneville Power Administration
5240 Trosper Rd SW
Tumwater WA 98512**

May 25, 2022

In reply refer to: TERR

BPA Case No.: 20220168
Tract Nos: H-N-1-A-4; K-R-23-A-192
Line Names: Holcomb-Naselle No 1
Chehalis-Raymond No 1
ADNOs: 8118; 8114
Location: Str. Nos: 1/8-1/9; 24/6 – 24/8

LAND USE AGREEMENT

Consent to Use of BPA's Easement Area

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and Washington State Department of Natural Resources ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

Government Lot 4 of Section 30, Township 13 North, Range 7 West, and Lot 13 of Section 3, Township 12 North, Range 6 West, Willamette Meridian, Pacific County, State of Washington, as shown on the attached segment of BPA Drawing Nos. 36001 and 7224, marked as Exhibit A

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for use and construction of access roads to support two timber sale projects named Creek Crick Sorts Timber Sale and Rainy Pass Timber Sale ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed in the manner and at the locations shown on Exhibit A, and on Holder's Timber Sale Maps, marked as Exhibit A-1 and Exhibit A-2, attached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. Holder is responsible for obtaining from the underlying landowner ("Landowner"), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder's Facility.

3. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.
4. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
5. Holder acknowledges and agrees that Holder's use of the property is subordinate to BPA's easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA's facilities. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, to correct an interference with BPA's easement rights or to accommodate future modifications of BPA's facilities.
6. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder's Facility. Contact: Jim Clark at: 503-758-3883; email jlclark@bpa.gov
9. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 30 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the BPA Easement Area to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the BPA Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense.
11. A copy of this Agreement shall be physically located at Holder's project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
12. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.
13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA Easement Area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended.

14. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.


15. Holder's contact information:

NAME: Washington State Department of Natural Resources
ADDRESS: P O Box 280
Castle Rock WA. 98611

PHONE: 360-577-2025/360-749-3144
EMAIL: tyler.kaech@dnr.wa.gov

Holder agrees to notify BPA in writing of any changes to the above listed contact information.


This Agreement becomes effective upon the signature of all parties.


F093C1068AD04F4...
Holder
Eric wisch

6/9/2022
Date

Print Name PC Region
Manager
Title (if applicable)

THIS AGREEMENT IS HEREBY AUTHORIZED:

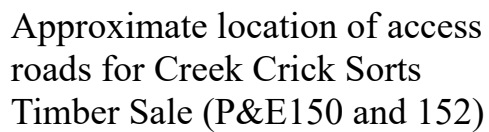
DocuSigned by:

9128DB411289A46D...
James Clark
Regional Realty Officer

6/16/2022
Date

NOTE: Execution in Counterparts; Electronic Signature; Electronic Transmittal. This Land Use Agreement may be executed in counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument. Electronic or digital signatures shall be deemed original signatures for purposes of this Land Use Agreement. Said counterparts may also be transmitted by one Party to the other by facsimile or electronic mail.

BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact James Clark ("BPA Representative") by telephone at 503-758-3883; email jlclark@bpa.gov or send written correspondence to the address listed at the top of this Agreement.



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Approximate location of
access roads for Rainy Pass
Timber Sale (RCP - 51)

BONNEVILLE POWER ADMINISTRATION PAUL J. RAYER, ADMINISTRATOR			
CHEHALIS-RAYMOND LINE 115 KV TRANSMISSION CIRCUIT MILE 24 FROM CHEHALIS SEC H2 SUBMILE 3 W FROM LEWIS CO L PACIFIC COUNTY WASHINGTON			
IN 45 SHEETS-SHEET NO. 24			
Sub. <i>578 Wright</i> Recn. <i>Camilleri</i> Recn. <i>Don Schmitt</i> <i>Don Schmitt</i>		Approved <i>S. C. Schmitt</i> 4-25-45 Acting Chief	
Designed: Drawn: ERM	Traced: FNA WRL Checked: L J S Hk	Date: 4-11-40 7224	File No. PC30-4-345-D1

Case No 20220168
Washington State DNR
Creek Crick Sort and Rainy Pass
Timber Sale Access Roads

TIMBER SALE MAP

SALE NAME: CREEK CRICK SORTS

AGREEMENT #: 30-102796

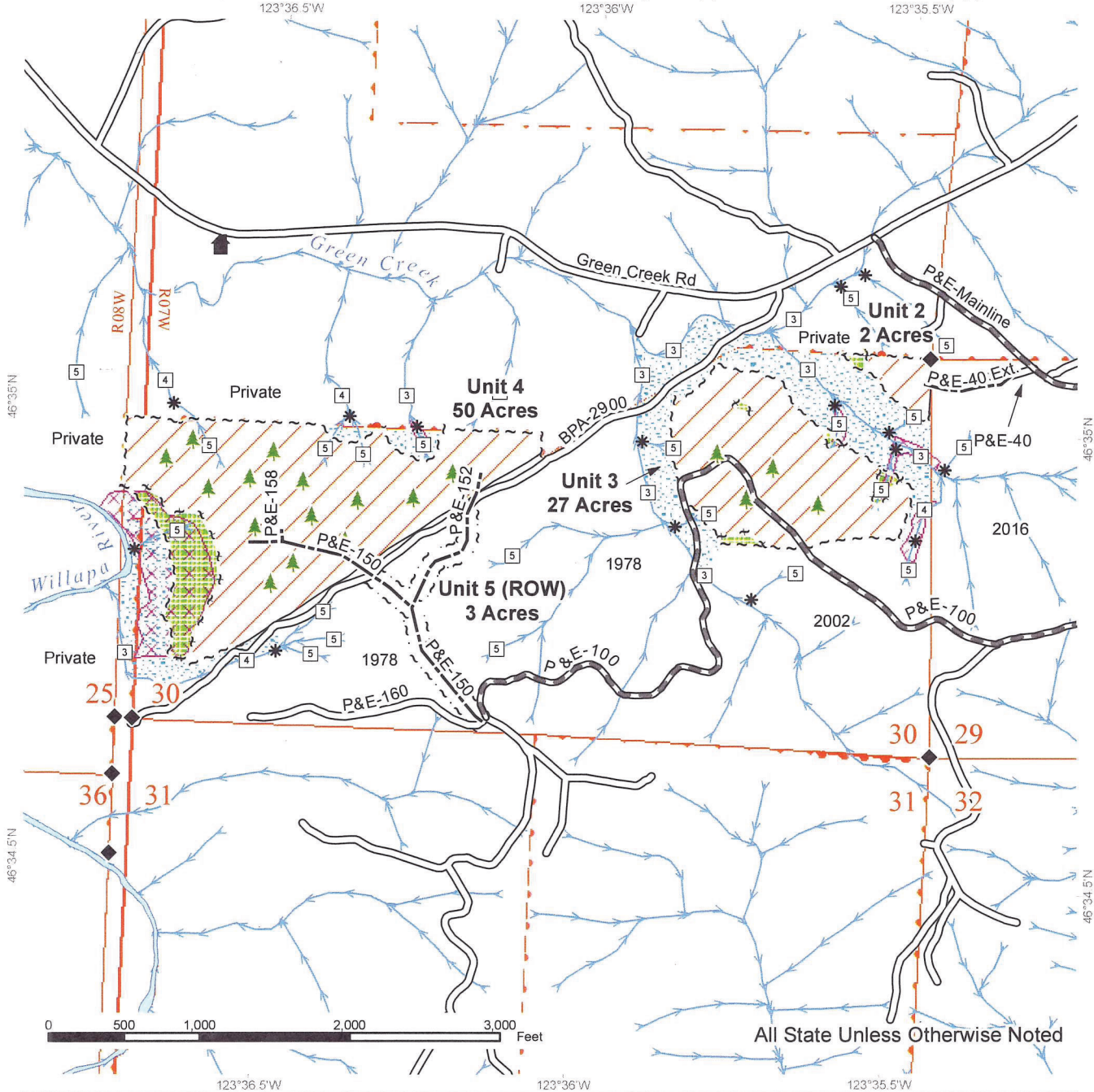
TOWNSHIP(S): T13R7W, T13R8W

TRUST(S): Capitol Grant (7), Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region

COUNTY(S): Pacific

ELEVATION RGE: 200-720



Variable Retention Harvest	Sale Boundary Tags	Streams
Leave Tree Area	Leave Tree Tags	Stream Type
Riparian Mgt Zone	Property Line	Stream Type Break
Potentially Unstable Slopes	Timber Type Change	Survey Monument
	Existing Roads	Leave Tree Area <1/4-acre
	Required Pre-Haul Maintenance	Structure
	Optional Construction	

Case 20220168

EXHIBIT A-2

TIMBER SALE MAP

SALE NAME: RAINY PASS

AGREEMENT #: 30-102791

TOWNSHIP(S): T12R6W

TRUST(S): Capitol Grant (7), Common School and Indemnity (3), Normal School (8)

REGION:

Pacific Cascade Region

COUNTY(S):

Pacific

ELEVATION RGE: 760-1000

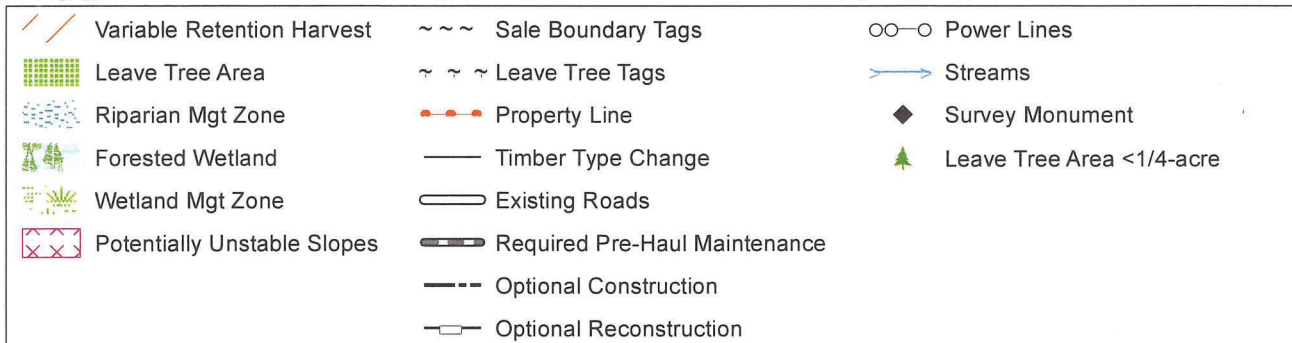
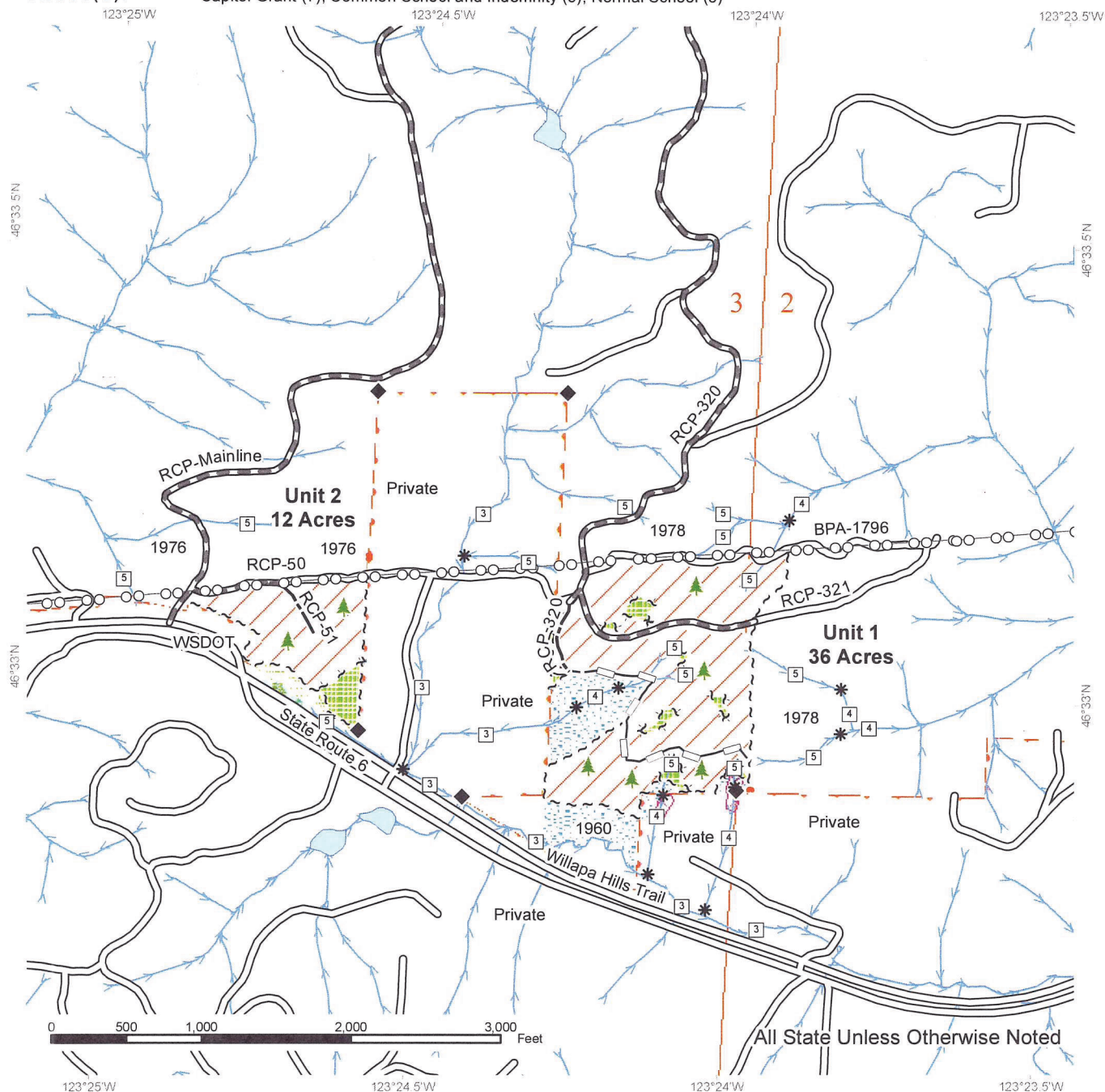


EXHIBIT B
ADDITIONAL TERMS AND CONDITIONS

1. Log decking and storage of logs on the BPA Easement Area is prohibited.
2. The haul road shall maintain a minimum horizontal clearance of 25 feet to the point where wood poles and guy anchors enter the earth.
3. Holder shall provide a written "plan of action", showing proposals to minimize hazards to BPA facilities from vehicular traffic. This plan should specifically deal with each structure closer than the minimum distance stated above. It should include such measures as road relocation, installing artificial barriers, the existence of natural barriers such as boulders or terrain, posting speed limits etc. (as applicable to this situation). Please contact Jeremy Jackson, TLM Foreman III, at (360) 791-2626 for approval.
4. All uses of the BPA Easement Area shall meet local/state/federal/national codes.
5. Access to BPA structures shall remain open and unobstructed at all times.
6. Construction equipment shall maintain a minimum distance of **15** feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means. If there is the possibility that any equipment can encroach on this distance, then a safety watcher is required.
7. BPA Easement Area shall be returned to its original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed use shall be repaired at Holder's expense.
8. No storage of flammable materials is allowed on the BPA Easement Area.
9. No refueling of vehicles or equipment is allowed on the BPA Easement Area.
10. Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration.