

TIMBER NOTICE OF SALE

SALE NAME: UPTICK AGREEMENT NO: 30-103377

AUCTION: March 30, 2023 starting at 10:00 a.m., COUNTY: Pacific

Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 10 miles southeast Raymond

PRODUCTS SOLD

AND SALE AREA: All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees

marked with blue paint, existing 5 years prior to the day of sale, and snags bounded by

the following;

Units 1, 4 and 5: White "Timber Sale Boundary" tags and pink "Timber Harvest

Boundary" flagging, reprod, the P&E 100 and P&E 175 road;

Unit 2: White "Timber Sale Boundary" tags and pink "Timber Harvest Boundary"

flagging, and reprod;

Unit 3 (ROW): Orange "Right of Way" tags and orange flagging;

All forest products above located on part(s) of Section 31 all in Township 13 North,

Range 7 West, W.M., containing 63 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:

	Avg F	Ring	Total			N	IBF by	Grade	•			
Species	DBH Co	ount	MBF	1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	25.8	7	1,237				58		803	325	36	16
Red alder	14.5		752						194	154	388	17
Spruce	19.1		31							28	2	
Hemlock	14.5		30						17	5	7	1
Grand fir	28.4		17						13	4		
Redcedar	34.9		17							17		
Maple	23.1		13						7	3	1	2
Sale Total			2,097									

MINIMUM BID: \$584,000.00 BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$100,000.00 SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2024 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$58,400.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

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HARVEST METHOD: Shovel, and Track skidder. This sale is estimated to be 100 percent ground based harvest systems. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent. Self-Leveling yarding equipment will not be permitted on sustained slopes over 55 percent. For additional harvesting restrictions see Clause H-140 in the contract.

ROADS:

25.55 stations of optional construction. 586.50 stations of required prehaul maintenance. Rock used in accordance with the quantities on the ROCK LIST may be obtained from the P&E Ridge Quarry (Sec. 24 T13N R7W) and Browns Quarry (Sec. 19 T13N R6W) at no charge to the purchaser. For additional information see Road Plan 6-2. Rock used in accordance with the quantities on the ROCK LIST may be obtained from existing stockpiles; P&E Ridge Quarry (Sec. 24 T13N R7W) and Browns Quarry (Sec. 19 T13N R6W) at no charge to the purchaser. See Road Plan 6-3 for additional information. 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. For additional information see Road Plan 6-5. Purchaser shall conduct rock source development in accordance with Rock Source Development Plan. See Road Plan 6-10 for additional information.

Purchaser shall maintain access to existing utility roads adjacent to P&E Mainline from stations 0+00 to 30+00. See Road Plan 1+42 for additional information. Purchaser responsible for identifying any utilities not listed. See Road plan 1-43 for additional information. Purchaser shall work in accordance with all applicable laws or rules concerning utilities adjacent to P&E Mainline between stations 0+00 to 30+00. Purchaser is responsible for all notification, including "Call Before You Dig" and liabilities associated with the Utilities and their rights of way.

Marbled Murrelet timing restrictions are applied to P&E Mainline between P&E 1700 and P&E 2300. Any road work, right-of-way timber falling and yarding, rock pit operations, or heavy equipment operation is not allowed from two hours before official sunset to two hours after official sunrise from April 1 through September 23. This restriction does not apply to hauling timber, rock or equipment. See Road Plan 1-27 and Contract H-142 for additional information.

New road construction and pre-haul maintenance work will be restricted from October 1 to April 30. See Road Plan 1-25 for additional information.

ACREAGE DETERMINATION

CRUISE METHOD: The sale acres were determined by GPS delineation. Cruise was completed using variable

plot cruise methods.

\$35,649.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in **FEES:**

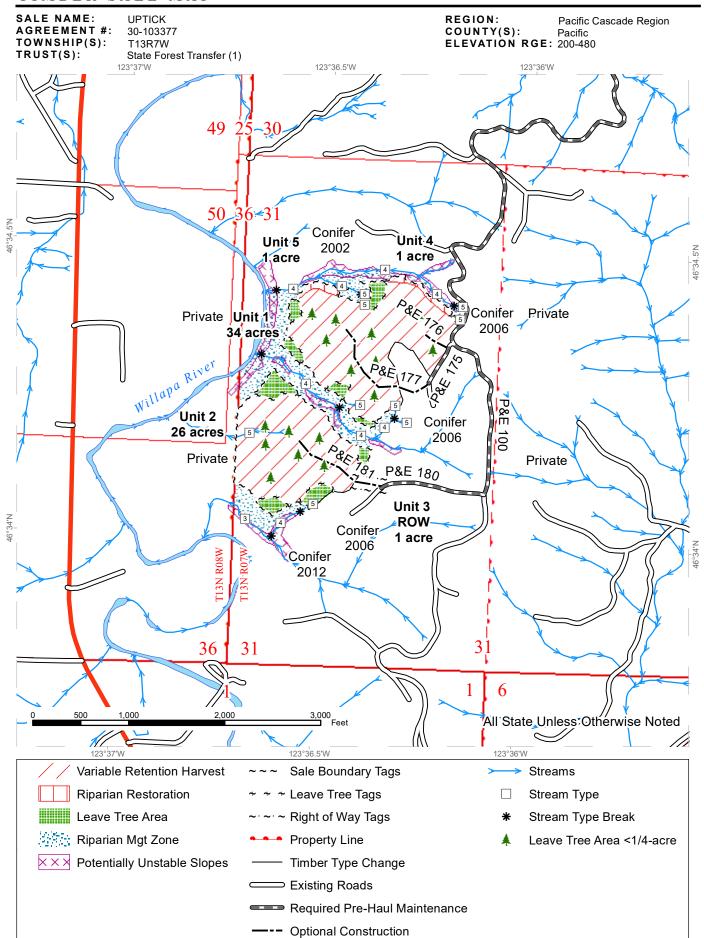
addition to the bid price.

SPECIAL REMARKS: This sale contains approximately 337 MBF DF special mill, 100 MBF high quality DF 2

Saw, 20 MBF high quality DF 3 Saw. See Cruise for additional information.

Pacific County haul permit needed for all county roads.

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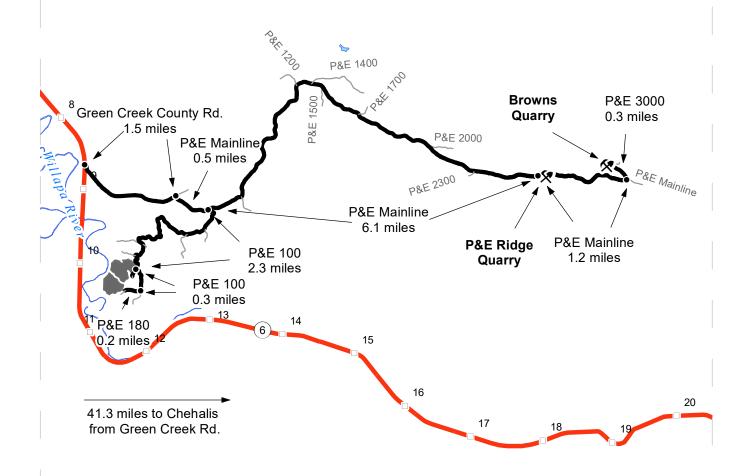


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SALE NAME: UPTICK REGION: Pacific Cascade Region

AGREEMENT#: 30-103377 COUNTY(S): Pacific TOWNSHIP(S): T13R7W ELEVATION RGE: 200-480

TRUST(S): State Forest Transfer (1)



Map may not be to scale



Distance Indicator

Rock Pit

DRIVING DIRECTIONS:

From SR 6 between milepost 8 and 9 turn east on Green Creek Rd. for 1.5 miles Turn southeast onto the P&E Mainline for 0.5 miles to the P&E 100 To Units:

Turn south onto the P&E 100 for 2.3 miles to the P&E 175 and Unit 1. Unit 4 and Unit 5 are attached to Unit 1.

Continue on the P&E 100 0.3 miles, turn west on P&E 180 for 0.2 miles to Unit 3 which leads to Unit 2.

To Quarries from the intersection of the P&E Mainline and the P&E 100: Continue on the P&E Mainline for 6.1 miles to the P&E Ridge Quarry From the P&E Ridge Quarry continue 1.2 miles on the P&E mainline to the P&E 3000 Turn northwest on the P&E 3000 for 0.3 miles to the Browns Quarry N

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

Export Restricted Lump Sum AGREEMENT NO. 30-0103377

SALE NAME: UPTICK

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.

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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, existing 5 years prior to the day of sale, and snags bounded by the following;

Units 1, 4 and 5: White "Timber Sale Boundary" tags and pink "Timber Harvest Boundary" flagging, reprod, the P&E 100 and P&E 175 road;

Unit 2: White "Timber Sale Boundary" tags and pink "Timber Harvest Boundary" flagging, and reprod;

Unit 3 (ROW): Orange "Right of Way" tags and orange flagging;

All forest products above located on approximately 63 acres on part(s) of Section 31 in Township 13 North, Range 7 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

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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.

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- 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 \$1,667.00 per acre per annum for the acres on which an operating release has not been issued for all harvest units.
- 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.

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- 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

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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

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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

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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.

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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 Purchasers expense regardless of cost, to remedy deficiencies at any time.

G-140 Indemnity

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

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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

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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

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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.

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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.

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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.

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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; P&E Mainline, P&E 100, P&E 175, P&E 176, P&E 177, P&E 180, P&E 181, P&E 2400 and P&E 3000. 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

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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, reestablish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

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

G-380 Road Easement and Road Use Permit Requirements

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

Road use easement between Washington State Department of Natural Resources and Roy Kotula. Dated: October 14, 1975. Expiration: Indefinite.

Agreement Number: 55-001314

G-396 Public Hauling Permit

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

G-430 Open Fires

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

G-450 Encumbrances

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

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 \$54,522.00. The total contract price consists of a \$0.00 contract bid price plus \$54,522.00 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

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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.

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H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

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

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable assist, shovel, tracked skidder and 6 Wheeled Skidder similar to Eco TracksTM. 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.
- 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 45 percent.
- d. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 55 percent.
- e. Six-Wheeled skidder with tracks similar to ECO-TRACKSTM, will not be permitted on sustained slopes over 40 percent.
- f. Cable assist operations will not be permitted on slopes over 60 percent.

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- g. Cable-assist will only be allowed in areas where a written harvest plan has been provided to the CA and the CA has provided written approval for cable-assist logging to occur.
- h. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. If trees 60 inches DBH or greater needs to be felled for safety reasons, trees will be left where felled.
- i. Long butts remaining on the sale must be dispersed as directed by the Contract Administrator.
- j. All skid trails used by the 6 wheel drive skidder shall be identified by the purchaser and approved by the Contract Administrator in writing.

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 ground based equipment shall operate within 25 feet of the white "Timber Sale Boundary" tags in Unit 4 and Unit 5.

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

H-142 Wildlife Timing Restrictions

The following wildlife timing restrictions apply to this contract and shall be in place in the locations described below.

Marbled Murrelet - Timing restrictions are described as no operation of heavy equipment within the critical nesting season. Restriction applies from two hours before official sunset to two hours after official sunrise April 1 to September 23. Heavy equipment is identified as felling, yarding, and loading equipment for logging, any road work, right-of-way timber falling and yarding, rock pit operation, or heavy equipment operation. This restriction does not apply to hauling timber, rock, or equipment.

P&E Mainline from the P&E 1700 to the P&E 2300.

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

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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-250 Additional Falling 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 7/28/2022 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on P&E 175, P&E 176, P&E 177. P&E 180, P&E 181. 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 included in Clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

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.

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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-100 Stream Cleanout

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

S-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,

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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.

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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.

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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	Eric Wisch Pacific Cascade Region Manager
Print Name	I active Cascade Region Manager
Date:	Date:

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

STATE OF)				
COUNTY OF _)				
On this	day of		, 20	, before	me person	nally
				of t	n to be the corpora	ation
free and voluntary a	rithin and foregoing ins act and deed of the corp hat (he/she was) (they w	oration, for the	uses and pr	urposes the	erein mentic	
IN WITNESS WHE	EREOF, I have hereunto tten.	set my hand an	d affixed n	ny official	seal the day	and
		Notary	Public in a	nd for the	State of	
		My apr	pointment e	expires		

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PRE-CRUISE NARRATIVE

Sale Name: Uptick TBS	Region: Pacific Cascade
Agreement #: 30-103377	District: Lewis
Contact Forester: Roy Franklin Phone / Location: (360) 520-1971	County(s): Choose a county, Pacific
Alternate Contact: Phone / Location: Click here to enter text.	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground Based	100

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit#	Lavel Decembris		sal	Ded		rom Gro vest acr	es)	Acres	Acreage Determinatio
Harvest R/W or RMZ WMZ	Legal Description (Enteronly one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest A	n (List method and error of closure if applicable)
1	Sec 31 T13N R07W	01	51	14	3	0	0	34	GPS (Trimble)
2	Sec 31 T13N R07W	01	39	9	4	0	0	26	GPS (Trimble)
3 ROW	Sec 31 T13N R07W	01	1	0	0	0	0	1	Combination
4 HWC	Sec 31 T13N R07W	01	1	0	0	0	0	1	GPS (Garmin)
5 HWC	Sec 31 T13N R07W	01	1	0	0	0	0	1	GPS (Garmin)
TOTAL ACRES			93	23	7	0	0	63	

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 Sale Boundary" tags and pink "Harvest Boundary" flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags, pink "Harvest Boundary" flagging, and blue paint. Individual trees are marked with blue paint.	N/A	N/A
2	Same as U1	N/A	N/A

3	Orange ROW Tags and Orange		
ROW	Flagging	N/A	N/A
4			Individual leave trees
RMZ		This is an a hardwood	only, all marked in blue
		conversion area. The	paint.
		alder will be removed	If any conifer or maple
	Alder Conversion Harvest; Same as Unit	with harvest, retaining	trees are found in the
	1 – marked as part of the contiguous Unit	conifers and maple. It	conversion unit please
	1, there is no separation between the	will be replanted back	mark them as leave
	units becase the have the same RX.	into conifer species.	trees.
5			Individual leave trees
RMZ		This is an a hardwood	only, all marked in blue
		conversion area. The	paint.
		alder will be removed	If any conifer or maple
	Alder Conversion Harvest; Same as Unit	with harvest, retaining	trees are found in the
	1 – marked as part of the contiguous Unit	conifers and maple. It	conversion unit please
	1, there is no separation between the	will be replanted back	mark them as leave
	units becase the have the same RX.	into conifer species.	trees.

OTHER PRE-CRUISE INFORMATION:

Unit#	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	1300	See Driving Map	Maps on TSDC
2	1000	See Driving Map	Maps on TSDC
3 ROW	10	See Driving Map	Maps on TSDC
4 RMZ	6	See Driving Map	Maps on TSDC
4 RMZ	6	See Driving Map	Maps on TSDC
TOTAL MBF	2,326		

REMARKS:

Unit 3 ROW contais 6 trees that are part of an old Leave Tree Patch that the road crosses through. The rest of the ROW is reprod.

There is no flag or tag line on the ground separating Unit 1 from the Unit 4 or 5. The RX is the same so they were not separated. Please cruise Unit 4 and 5 separate from Unit 1. Volume numbers for RMZ entries needs to be recorded separately. The units are delineated in the planned harvest layer and a GIS line can be added and used in the field to determine the boundary.

Prepared By: Roy Franklin	Title: Forester	CC:
Date: 2/14/2022		

Timber Sale Cruise Report Uptick

Sale Name: UPTICK
Sale Type: LUMP SUM
Region: PACIFIC CASC

District: LEWIS

Lead Cruiser: BEWarnstadt, AMHerrman

Other Cruisers: Cruise Narrative:

Uptick is a small sale composed of 2 Variable Retention Harvest Units (U1 and U2), 2 Hardwood Conversions (U4 and U5), and a Right-of-Way (U3).

The sale is located 4 miles east of Menlo. It is accessed off the Green Creek Rd via the P&E 100 Rd.

Units 1 and 2 were cruised using two BAFs; 62.5 BAF for the Douglas-fir and a 46.94 BAF for the remaining species. All trees were measured. Conifers were cruised to 40' log lengths. Hardwoods were cruised to 30' lengths. Units 4 and 5 were cruised using 1/20th acre fixed plots.

This sale is predominantly red alder and Douglas-fir with a secondary component of spruce. There are trace amounts of western hemlock, red cedar, grand fir and big-leaf maple. The Douglas-fir are very large. Average DBH is 25.8". Most show good form. Some contain Special Mill and High Quality B logs. The main driver of defect in Douglas-fir is large branches causing them to be sorted as 3saw Domestic logs. RA averages 14" DBH. Most trees are in excellent shape with straight trunks, few forks, and little defect.

This sale is gently sloped with slightly broken topography. Recommended to be cut using 100% ground based harvesting methods.

Timber Sale Notice Volume (MBF)

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	25.8	6.8		1,237	58	803	325	36	16
RA	14.5			752		194	154	388	17
SS	19.1			31			28	2	
WH	14.5			30		17	5	7	1
RC	34.9			18			17	0	
GF	28.4			17		13	4		
MA	23.1			13		7	3	1	2
ALL	17.4	6.8		2,097	58	1,034	537	433	35

Timber Sale Notice Weight (tons)

	Tons by Grade								
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility			
DF	7,599	337	4,794	2,093	278	97			
RA	6,164		1,374	1,124	3,522	144			

	Tons by Grade										
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility					
WH	296		154	59	78	5					
SS	266			241	25						
RC	156			153	4						
MA	142		61	30	12	40					
GF	131		95	35							
ALL	14,754	337	6,478	3,735	3,918	286					

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)	_		V-BAR SE (%)		
222.4	5.9	151.8	3.2	33,882	6.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
UPTICK U1	B2: VR, 2 BAF (62.5, 46.94 for some species) Measure All, Sighting Ht = 4.5 ft	34.0	36.7	33	33	1
UPTICK U2	B2: VR, 2 BAF (62.5, 46.94 for some species) Measure All, Sighting Ht = 4.5 ft	26.0	29.7	26	26	1
UPTICK U3	ST: Strip/Percent Sample (1 tree expansion)	0.3	0.3	1	1	0
UPTICK U1 RR1	FX: FR plots (20 tree / acre expansion)	0.8	0.8	2	2	0
UPTICK U1 RR2	FX: FR plots (20 tree / acre expansion)	8.0	0.8	2	2	0
All		61.9	68.3	64	64	2

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	19.0	39	11,880	11,353	4.4	4,184.6	702.8
DF	LIVE	2 SAW	HQ-B	20.4	40	1,638	1,611	1.6	609.3	99.7
DF	LIVE	3 SAW	Domestic	14.0	38	5,148	4,929	4.3	1,938.8	305.1
DF	LIVE	3 SAW	HQ-B	10.8	40	324	318	1.9	154.0	19.7
DF	LIVE	4 SAW	Domestic	6.5	27	585	578	1.2	277.7	35.8
DF	LIVE	CULL	Cull	12.1	3	120	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	23.3	40	955	938	1.8	337.0	58.1
DF	LIVE	UTILITY	Pulp	6.7	20	267	260	2.7	97.0	16.1

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
GF	LIVE	2 SAW	Domestic	19.0	40	224	210	6.1	95.3	13.0
GF	LIVE	3 SAW	Domestic	10.7	37	67	64	4.5	35.2	4.0
GF	LIVE	CULL	Cull	8.3	11	5	0	100.0	0.0	0.0
MA	LIVE	2 SAW	Domestic	15.2	30	123	118	3.5	60.5	7.3
MA	LIVE	3 SAW	Domestic	11.0	30	61	56	8.2	29.7	3.4
MA	LIVE	4 SAW	Domestic	7.1	30	14	10	27.1	11.7	0.6
MA	LIVE	CULL	Cull	13.5	13	141	0	100.0	0.0	0.0
MA	LIVE	UTILITY	Pulp	6.3	26	30	30	0.0	40.5	1.9
RA	LIVE	2 SAW	Domestic	14.0	30	3,246	3,130	3.6	1,374.3	193.8
RA	LIVE	3 SAW	Domestic	10.9	30	2,521	2,488	1.3	1,124.3	154.0
RA	LIVE	4 SAW	Domestic	6.8	29	6,381	6,260	1.9	3,522.1	387.5
RA	LIVE	CULL	Cull	7.0	6	491	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.1	18	268	268	0.0	143.5	16.6
RC	LIVE	3 SAW	Domestic	13.8	32	316	281	10.9	152.6	17.4
RC	LIVE	4 SAW	Domestic	8.5	18	4	4	0.0	3.6	0.3
RC	LIVE	CULL	Cull	41.7	8	35	0	100.0	0.0	0.0
SS	LIVE	3 SAW	Domestic	12.6	39	489	458	6.4	241.2	28.3
SS	LIVE	4 SAW	Domestic	5.0	27	37	37	0.0	24.8	2.3
SS	LIVE	CULL	Cull	6.8	9	13	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	15.6	40	304	280	7.8	153.6	17.4
WH	LIVE	3 SAW	Domestic	8.0	39	81	81	0.5	59.3	5.0
WH	LIVE	4 SAW	Domestic	5.4	32	106	104	1.4	77.9	6.4
WH	LIVE	CULL	Cull	5.0	2	2	0	100.0	0.0	0.0
_WH	LIVE	UTILITY	Pulp	5.1	14	12	12	0.0	4.9	0.8

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	1	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	5.2	23	161	0.0	58.4	10.0
DF	5 - 7	LIVE	Domestic	6.0	28	261	2.7	184.4	16.2
DF	8 - 11	LIVE	Domestic	9.6	36	958	2.0	526.0	59.3
DF	8 - 11	LIVE	Pulp	9.9	13	26	21.6	12.7	1.6
DF	8 - 11	LIVE	Cull	10.0	3	0	100.0	0.0	0.0
DF	8 - 11	LIVE	HQ-B	10.9	40	318	1.9	154.0	19.7
DF	12 - 15	LIVE	Cull	13.1	6	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.5	38	1,897	3.9	906.7	117.4
DF	12 - 15	LIVE	Pulp	14.0	13	65	0.0	23.2	4.0

Sp	Bin	Status	Sort	Dia	Len	RE Not	Defect %	Tons	MBF Net
DF		LIVE	HQ-B	14.6	40	114	2.8	56.8	7.1
DF		LIVE	HQ-B	17.5	40	264	1.3	109.6	16.3
DF	16 - 19		Pulp	17.5	12	8	0.0	2.7	0.5
DF	16 - 19		Domestic	17.3	39	2,850	4.3	1,109.5	176.4
DF	16 - 19		HQ-A	18.1	40	280	0.0	110.5	170.4
DF	16 - 19		Cull	18.7	6	0	100.0	0.0	0.0
DF	20+	LIVE	Cull	22.4	4	0	100.0	0.0	0.0
DF	20+	LIVE	HQ-B	23.6	40	1,234	1.6	442.9	76.4
DF	20+	LIVE	Domestic		40	10,895	4.6	3,674.6	674.4
DF	20+	LIVE	HQ-A	30.6	40	658	2.5	226.5	40.7
GF	8 - 11	LIVE	Cull	8.3	11	0	100.0	0.0	0.0
GF	8 - 11	LIVE	Domestic	10.8	38	64	4.5	35.2	4.0
GF	16 - 19	LIVE	Domestic	17.9	40	120	5.0	54.9	7.4
GF	20+	LIVE	Domestic	20.7	40	90	7.6	40.4	5.6
MA	5 - 7	LIVE	Pulp	5.7	26	18	0.0	28.8	1.1
MA	5 - 7	LIVE	Cull	6.5	13	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Domestic	7.1	30	10	27.1	11.7	0.6
MA	8 - 11	LIVE	Domestic	11.0	30	56	8.2	29.7	3.4
MA	8 - 11	LIVE	Pulp	11.0	25	13	0.0	11.6	0.8
MA	12 - 15		Domestic	15.1	30	118	3.5	60.5	7.3
MA	16 - 19	LIVE	Cull	17.5	12	0	100.0	0.0	0.0
MA	20+	LIVE	Cull	27.2	16	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Pulp	5.1	18	262	0.0	138.0	16.2
RA	5 - 7	LIVE	Cull	5.3	6	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.9	29	3,476	1.6	1,980.3	215.1
RA	8 - 11	LIVE	Pulp	9.1	22	6	0.0	5.4	0.4
RA	8 - 11	LIVE	Domestic	9.6	30	5,054	1.4	2,567.5	312.9
RA	8 - 11	LIVE	Cull	10.0	4	0	100.0	0.0	0.0
RA	12 - 15	LIVE	Domestic	13.4	30	2,506	2.5	1,103.5	155.1
RA	12 - 15	LIVE	Cull	13.6	6	0	100.0	0.0	0.0
RA	16 - 19	LIVE	Domestic	16.8	29	843	8.6	369.4	52.2
RA	16 - 19	LIVE	Cull	18.2	5	0	100.0	0.0	0.0
RA	20+	LIVE	Cull	22.6	14	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	6.0	32	14	22.0	21.2	0.8
RC	8 - 11	LIVE	Domestic	9.4	19	11	6.0	7.7	0.7
RC	12 - 15	LIVE	Domestic	13.8	31	22	10.3	13.8	1.4
RC	16 - 19	LIVE	Domestic	17.0	30	41	13.3	25.9	2.5
RC	20+	LIVE	Domestic	24.2	37	199	9.6	87.6	12.3

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RC	20+	LIVE	Cull	41.7	8	0	100.0	0.0	0.0
SS	5 - 7	LIVE	Domestic	5.0	27	37	0.0	24.8	2.3
SS	5 - 7	LIVE	Cull	5.7	10	0	100.0	0.0	0.0
SS	8 - 11	LIVE	Cull	8.0	6	0	100.0	0.0	0.0
SS	8 - 11	LIVE	Domestic	9.8	40	142	5.7	125.5	8.8
SS	12 - 15	LIVE	Domestic	13.4	18	8	11.0	3.7	0.5
SS	12 - 15	LIVE	Cull	15.1	4	0	100.0	0.0	0.0
SS	16 - 19	LIVE	Domestic	18.7	40	78	3.9	34.0	4.8
SS	20+	LIVE	Domestic	30.5	40	229	7.4	78.0	14.2
WH	5 - 7	LIVE	Cull	5.0	2	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Pulp	5.1	14	12	0.0	4.9	0.8
WH	5 - 7	LIVE	Domestic	5.9	34	163	0.9	120.3	10.1
WH	8 - 11	LIVE	Domestic	9.5	37	22	1.7	16.9	1.3
WH	12 - 15	LIVE	Domestic	12.6	40	88	2.3	61.8	5.5
WH	16 - 19	LIVE	Domestic	18.6	40	87	10.2	46.3	5.4
WH	20+	LIVE	Domestic	25.2	40	105	10.0	45.5	6.5

Cruise Unit Report UPTICK U1

Unit Sale Notice Volume (MBF): UPTICK U1

			_	MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility	
DF	25.7	7.0		767	58	444	245	11	9	
RA	14.3			434		119	82	222	10	
WH	14.8			14		10	1	3		
RC	41.4			9			9			
GF	32.0			7		6	1			
MA	20.3			6		5		1	1	
SS	25.0			1			1			
ALL	17.2	7.0		1,238	58	583	340	238	20	

Unit Cruise Design: UPTICK U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2: VR, 2 BAF (62.5, 46.94 for some species) Measure All, Sighting Ht = 4.5 ft	34.0	36.7	33	33	1

Unit Cruise Summary: UPTICK U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	52	52	1.6	1
RA	89	89	2.7	0
WH	3	3	0.1	0
RC	2	2	0.1	0
GF	1	1	0.0	0
MA	2	2	0.1	0
SS	1	1	0.0	0
ALL	150	150	4.5	1

Unit Cruise Statistics (Cut + Leave Trees): UPTICK U1

Sp	BA (sq ft/acre)			V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	98.5	141.9	24.7	229.0	31.4	4.4	22,554	145.4	25.1
RA	126.6	61.8	10.8	100.8	31.1	3.3	12,756	69.2	11.3
WH	4.3	321.1	55.9	98.4	41.3	23.9	420	323.8	60.8

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 (%)
RC	2.8	399.8	69.6	95.4	27.3	19.3	271	400.7	72.2
GF	1.4	574.5	100.0	137.6	0.0	0.0	196	574.5	100.0
MA	2.8	399.8	69.6	64.6	108.1	76.4	184	414.2	103.4
SS	1.4	574.5	100.0	23.2	0.0	0.0	33	574.5	100.0
ALL	237.9	48.8	8.5	153.1	51.9	4.2	36,414	71.2	9.5

Unit Summary: UPTICK U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	52	ALL	25.7	82	104	23,714	22,554	4.9	27.3	98.5	19.4	766.8
GF	LIVE	CUT	1	ALL	32.0	75	95	210	196	6.9	0.3	1.4	0.3	6.7
MA	LIVE	CUT	2	ALL	20.3	43	51	191	184	3.7	1.3	2.8	0.6	6.3
RA	LIVE	CUT	89	ALL	14.3	57	71	13,405	12,756	4.8	113.5	126.6	33.5	433.7
RC	LIVE	CUT	2	ALL	41.4	66	83	302	271	10.1	0.3	2.8	0.4	9.2
SS	LIVE	CUT	1	ALL	25.0	42	51	37	33	10.2	0.4	1.4	0.3	1.1
WH	LIVE	CUT	3	ALL	14.8	41	55	441	420	4.8	3.6	4.3	1.1	14.3
ALL	LIVE	CUT	150	ALL	17.2	61	77	38,299	36,414	4.9	146.7	237.9	55.6	1,238.1
ALL	ALL	ALL	150	ALL	17.2	61	77	38,299	36,414	4.9	146.7	237.9	55.6	1,238.1

Cruise Unit Report UPTICK U2

Unit Sale Notice Volume (MBF): UPTICK U2

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
DF	25.9	6.6		467	357	79	25	7			
RA	14.7			301	69	70	155	6			
SS	18.9			30		27	2				
WH	14.2			15	8	4	3	1			
GF	26.0			10	7	3					
RC	27.8			9		8	0				
MA	25.6			7	3	3		1			
ALL	17.7	6.6		838	443	195	185	15			

Unit Cruise Design: UPTICK U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2: VR, 2 BAF (62.5, 46.94 for some species) Measure All, Sighting Ht = 4.5 ft	26.0	29.7	26	26	1

Unit Cruise Summary: UPTICK U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	31	31	1.2	1
RA	56	57	2.2	0
SS	6	6	0.2	0
WH	3	3	0.1	0
GF	1	1	0.0	0
RC	3	3	0.1	0
MA	4	4	0.2	0
ALL	104	105	4.0	1

Unit Cruise Statistics (Cut + Leave Trees): UPTICK U2

Sp	BA (sq ft/acre)				V-BAR CV (%)		Net Vol (bf/acre)		Vol SE (%)
DF	74.5	103.5	20.3	241.0	25.4	4.6	17,962	106.5	20.8
RA	104.7	83.1	16.3	110.5	26.9	3.6	11,574	87.4	16.7
SS	11.4	249.5	48.9	99.3	84.1	34.3	1,135	263.3	59.8

8 of 12

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	5.4	373.9	73.3	107.1	46.3	26.7	580	376.8	78.0
GF	2.4	509.9	100.0	165.2	0.0	0.0	397	509.9	100.0
RC	5.4	282.4	55.4	60.1	70.8	40.9	326	291.1	68.8
MA	7.2	398.2	78.1	37.5	47.6	23.8	271	401.1	81.6
ALL	211.1	38.8	7.6	152.7	51.7	5.1	32,245	64.6	9.1

Unit Summary: UPTICK U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	31	ALL	25.9	81	115	18,655	17,962	3.7	20.4	74.5	14.6	467.0
GF	LIVE	CUT	1	ALL	26.0	94	120	429	397	7.4	0.7	2.4	0.5	10.3
MA	LIVE	CUT	4	ALL	25.6	55	67	629	271	56.9	2.0	7.2	1.4	7.1
RA	LIVE	CUT	56	ALL	14.8	65	82	12,506	11,574	7.5	87.6	104.7	27.2	300.9
RC	LIVE	CUT	3	ALL	27.8	41	50	452	326	27.9	1.3	5.4	1.0	8.5
SS	LIVE	CUT	6	ALL	18.9	42	52	1,236	1,135	8.1	5.9	11.4	2.6	29.5
WH	LIVE	CUT	3	ALL	14.2	56	68	618	580	6.2	4.9	5.4	1.4	15.1
ALL	LIVE	CUT	104	ALL	17.8	66	85	34,525	32,245	6.6	122.8	211.1	48.9	838.4
ALL	ALL	ALL	104	ALL	17.8	66	85	34,525	32,245	6.6	122.8	211.1	48.9	838.4

Cruise Unit Report UPTICK U3

Unit Sale Notice Volume (MBF): UPTICK U3

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
DF	23.9			3	3	1	0	0		
WH	19.0			0		0	0			
ALL	23.2			4	3	1	0	0		

Unit Cruise Design: UPTICK U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
ST: Strip/Percent Sample (1 tree expansion)	0.3	0.3	1	1	0

Unit Cruise Summary: UPTICK U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	5	5	5.0	0
WH	1	1	1.0	0
ALL	6	6	6.0	0

Unit Cruise Statistics (Cut + Leave Trees): UPTICK U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)		V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	52.0	0.0	0.0	216.2	26.7	11.9	11,239	26.7	11.9
WH	6.6	0.0	0.0	101.5	0.0	0.0	666	0.0	0.0
ALL	58.6	0.0	0.0	203.3	31.0	12.7	11,905	31.0	12.7

Unit Summary: UPTICK U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	5	ALL	23.9	96	126	11,582	11,239	3.0	16.7	52.0	10.6	3.4
WH	LIVE	CUT	1	ALL	19.0	58	71	666	666	0.0	3.3	6.6	1.5	0.2
ALL	LIVE	CUT	6	ALL	23.2	90	117	12,248	11,905	2.8	20.0	58.5	12.1	3.6
ALL	ALL	ALL	6	ALL	23.2	90	117	12,248	11,905	2.8	20.0	58.5	12.1	3.6

Cruise Unit Report UPTICK U1 RR1

Unit Sale Notice Volume (MBF): UPTICK U1 RR1

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	4 Saw	Utility		
RA	11.7			9	1	8	0		
ALL	11.7			9	1	8	0		

Unit Cruise Design: UPTICK U1 RR1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	0.8	0.8	2	2	0

Unit Cruise Summary: UPTICK U1 RR1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	14	15	7.5	0
ALL	14	15	7.5	0

Unit Cruise Statistics (Cut + Leave Trees): UPTICK U1 RR1

Sp	BA (sq ft/acre)				V-BAR CV (%)				Vol SE (%)
RA	119.9	31.9	22.5	96.8	25.3	6.8	11,605	40.7	23.5
ALL	119.9	31.9	22.5	96.8	25.3	6.8	11,605	40.7	23.5

Unit Summary: UPTICK U1 RR1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
RA	LIVE	CUT	14	ALL	12.1	58	71	12,307	11,605	5.7	150.2	119.9	34.5	9.3
ALL	LIVE	CUT	14	ALL	12.1	58	71	12,307	11,605	5.7	150.2	119.9	34.5	9.3
ALL	ALL	ALL	14	ALL	12.1	58	71	12,307	11,605	5.7	150.2	119.9	34.5	9.3

Cruise Unit Report UPTICK U1 RR2

Unit Sale Notice Volume (MBF): UPTICK U1 RR2

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
RA	16.9			8	4	2	2	0		
ALL	16.9			8	4	2	2	0		

Unit Cruise Design: UPTICK U1 RR2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	8.0	0.8	2	2	0

Unit Cruise Summary: UPTICK U1 RR2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	6	6	3.0	0
ALL	6	6	3.0	0

Unit Cruise Statistics (Cut + Leave Trees): UPTICK U1 RR2

Sp	BA (sq ft/acre)	BA CV (%)		V-BAR (bf/sq ft)	V-BAR CV (%)	_	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	94.0	75.8	53.6	106.5	23.9	9.8	10,010	79.4	54.5
ALL	94.0	75.8	53.6	106.5	23.9	9.8	10,010	79.4	54.5

Unit Summary: UPTICK U1 RR2

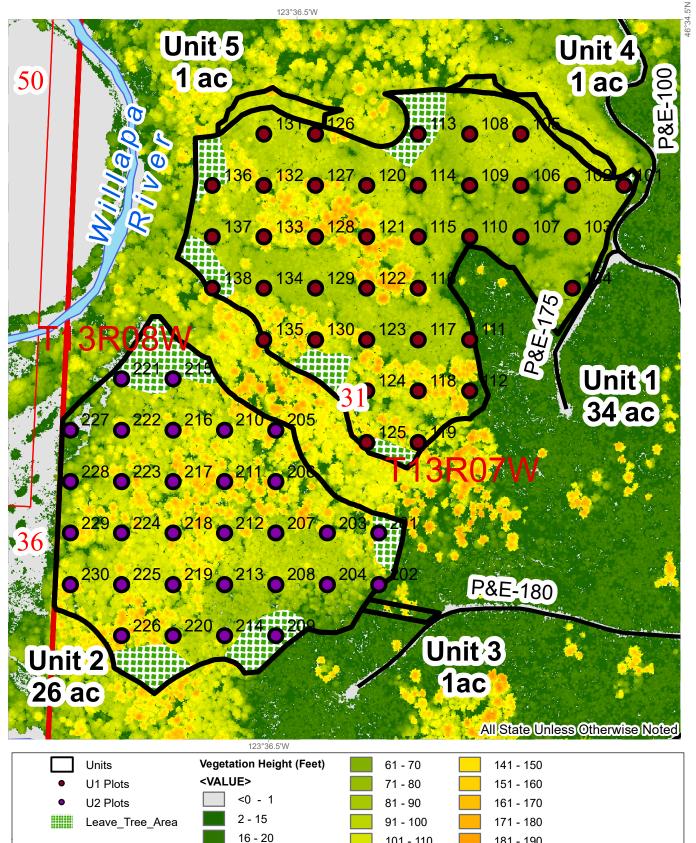
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	6	ALL	16.9	59	74	10,270	10,010	2.5	60.3	94.0	22.9	8.0
ALL	LIVE	CUT	6	ALL	16.9	59	74	10,270	10,010	2.5	60.3	94.0	22.9	8.0
ALL	ALL	ALL	6	ALL	16.9	59	74	10,270	10,010	2.5	60.3	94.0	22.9	8.0



A typical view from within Uptick: Red alder with large Douglas-fir looming in the background.



Many of the alder display excellent form.



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TAR Y			FPA/N No:	2940997	
RIMET		1	Effective Date:	12/20/2022	
130	NATURALE	E	piration Date:	12/20/2025	
	es Application/Notific		ut Down Zone:	651N	
Notice	of Decision) EAI	RR Tax Credit:	Eligible	☐ Non-eligible
			Reference:	Uptick TBS	
				30-103377	**
Decision					
☐ Notification Acce	pted Operations shall r	not begin before the e	ffective date.		
■ Approved	This Forest Practi	ices Application is sul	oject to the cond	ditions listed bel	DW.
☐ Disapproved		ices Application is dis			
☐ Withdrawn		ndrawn the Forest Pra			
☐ Closed		s obligations are met.		OIMAOUIICAUOIT (reavin).
FPA/N Classification		s obligations are met.			
☐ Class II ☐ Clas		Class IVC			Multi-Year Reques
	=	Class IVS	☐ 4 years	☐ 5 years	
	oval/Reasons for Disapp	<u>oroval</u>			
No additional condition	ns.				
ssued By: Eric Weir	nke	D.			

Issued By: Eric Weinke	Region: Pacific Cascade
Title: Forest Practices Forester	Date: 12/20/2022
Copies to: ☐ Landowner, ☐ Timber Owner ☐ Operator	
Issued in person: Landowner Timber Owner Operator	ву:
	· V

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 <u>RCW 76.09.205</u>. 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	Physical Address	Physical Address
1111 Israel Road, SW	1125 Washington Street, SE	601 Bond Road
Suite 301	Olympia, WA 98504	Castle Rock WA 98611
Tumwater, WA 98501		
	Mailing Address	Mailing Address
Mailing address	Post Office Box 40100	Post Office Box 280
Post Office Box 40903	Olympia, WA 98504-0100	Castle Rock WA 98611
Olympia, WA 98504-0903		

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.

On this day _____ 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 #_____. (Printed Name) (Signature)

N

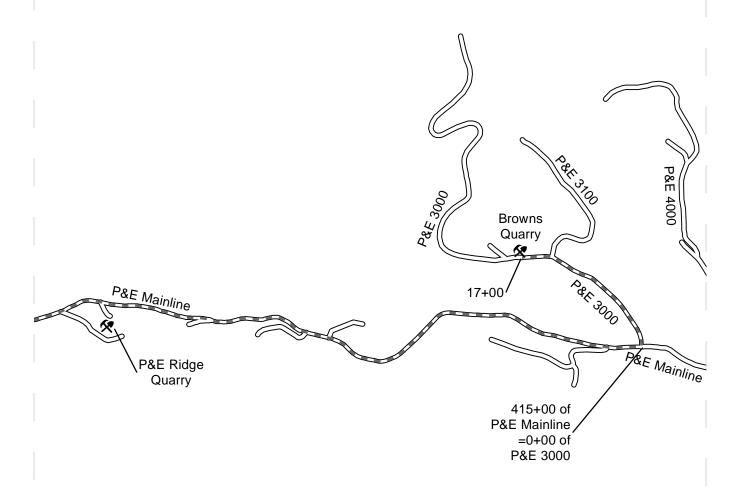
ROAD PLAN MAP

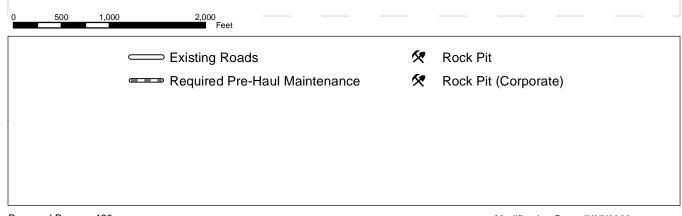
SALE NAME: UPTICK AGREEMENT#: 30-103377 TOWNSHIP(S): T13R7W

TRUST(S): State Forest Transfer(1)

REGION: Pacific Cascade Region

COUNTY(S): Pacific ELEVATION RGE: 200-480





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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

UPTICK TIMBER SALE ROAD PLAN PACIFIC COUNTY LEWIS DISTRICT PACIFIC CASCADE REGION

AGREEMENT NO.: 30-103377 STAFF ENGINEER: OLIVIA CANTWELL

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 and rock source development, unless otherwise noted.

0-2 REQUIRED ROADS

The specified work on the following roads is required.

Road	<u>Stations</u>	<u>Type</u>
P&E Mainline	0+00 to 415+00	Pre-haul maintenance
P&E 3000	0+00 to 17+00	Pre-haul maintenance
P&E 100	0+00 to 138+50	Pre-haul maintenance
P&E 175	0+00 to 5+00	Pre-haul maintenance
P&E 180	0+00 to 11+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>
P&E 176	0+00 to 2+90	Construction
P&E 177	0+00 to 12+85	Construction
P&E 181	0+00 to 9+80	Construction

0-4 CONSTRUCTION

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

UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022 Page 1 of 32

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>		
P&E Mainline	0+00 to 415+00	Brush road according to Clauses 3-1		
		and 3-2, and BRUSHING DETAIL.		
		Apply and compact spot rock as		
		directed by the Contract		
		Administrator.		
P&E 3000	0+00 to 17+00	Brush road according to Clauses 3-1		
		and 3-2, and BRUSHING DETAIL.		
P&E 100	0+00 to 138+50	Brush road according to Clauses 3-1		
		and 3-2, and BRUSHING DETAIL. Clear		
		slide material and endhaul waste as		
		specified in Clause 4-36.		
P&E 175	0+00 to 5+00	Apply, shape, and compact surface		
		rock per ROCK LIST.		
P&E 180	0+00 to 11+00	Brush road according to Clauses 3-1		
		and 3-2, and BRUSHING DETAIL.		
		Apply, shape, and compact surface		
		rock per ROCK LIST.		

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source. Rock source development will involve clearing and stripping overburden, endhauling waste material to waste area as specified in Clause 4-37 and the ROCK SOURCE DEVELOPMENT PLAN, and extracting rock by digging. 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.

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UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

Tolerance Class	<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.

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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 flagging, orange paint for new construction.
- Construction stakes, orange flagging, and orange paint for pre-haul maintenance.

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

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Road</u>	<u>Activity</u>	Closure Period	
All Roads	New construction and pre-haul	October 1 to April 30	
	maintenance	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.

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UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022

1-27 TIMING RESTRICTION FOR MARBLED MURRELET

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

<u>Road</u>	<u>Location</u>
P&E Mainline	Between the P&E 1700 and P&E 2300

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

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

1-33 SNOW PLOWING RESTRICTION

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

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.

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1-42 UTILITY ACCESS ROAD

The following road(s) intersect(s) 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>
P&E Mainline	0+00 to 30+00

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.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>
P&E Mainline	0+00 to 30+00	Overhead power lines

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.

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2-4 PASSAGE OF LIGHT VEHICLES

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

UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
P&E Mainline	0+00 to 415+00
P&E 3000	0+00 to 17+00
P&E 100	0+00 to 138+50
P&E 180	0+00 to 11+00

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

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.

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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 vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the grubbing 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, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris before subgrade compaction, rock application, 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-ofway or in natural openings as designated by the Contract Administrator.

<u>Disposal Location</u>	<u>Requirements</u>
P&E Ridge Quarry	As shown on ROCK SOURCE
	DEVELOPMENT 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.

UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022 Page 8 of 32

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:

- 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:

	<u>Excavation</u>	Excavation Slope
Material Type	Slope Ratio	<u>Percent</u>
Common Earth (on side slopes up to 70%)	1:1	100
Common Earth (on slopes over 70%)	¾:1	133
Fractured or loose rock	1/2:1	200
Hardpan or solid rock	½:1	400

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UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022

4-6 EMBANKMENT SLOPE RATIO

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

	<u>Embankment</u>	<u>Embankment</u>
<u>Material Type</u>	Slope Ratio	Slope Percent
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	11/4:1	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.

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

4-21 TURNOUTS

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

4-22 TURNAROUNDS

Turnarounds must be no larger than 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.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be scattered outside the grubbing limits.

UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022 Page 10 of 32

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.

Waste Area Location	<u>Comments</u>
P&E Ridge Quarry	See ROCK SOURCE
	DEVELOPMENT PLAN

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.

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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 subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

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 and 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 MARKER INSTALLATION DETAIL and CULVERT LIST.

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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 section of banded culvert shall be installed at the inlet end.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point.

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 listed on the CULVERT LIST. Placement must with a zero-drop-height only. Energy disspater 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.

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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 the placement of rock. 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. Placement must be with a zero-drop-height only.

SECTION 6 - ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Purchaser. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source(s), a joint operating plan must be developed. All parties shall follow this plan. Purchaser shall notify the Contract Administrator a minimum of 3 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	Rock Type
P&E Ridge Quarry	T13R07W Sec. 24	Select Pit Run, Quarry
		Spalls
Browns Quarry	T13R06W Sec. 19	2.5"- Crushed Rock

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	Rock Type
P&E Ridge Quarry	Select Pit Run
Browns Quarry	2.5"- Crushed Rock

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.

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6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 3 business days before starting any operations in the rock source.

<u>Source</u>	Rock Type
P&E Ridge Quarry	Select Pit Run, Quarry
	Spalls

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.

6-32 2 ½-INCH MINUS CRUSHED ROCK

% Passing 2 ½" square sieve
 % Passing 1 ¼" square sieve
 % Passing U.S. #4 sieve
 20 - 45%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

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.

6-43 QUARRY SPALLS

% Passing 8" square sieve 100%

% Passing 3" square sieve 40% maximum % Passing 3/4" square sieve 10% maximum

Rock may not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

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6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depths using the compaction methods required in this road plan. Estimated quantities specified in the 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. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

6-56 ROCK MEASURMENT BY TRUCK VOLUME

Measurement of energy dissipaters, culvert backfill, and landing rock is on a cubic yard truck measure basis. The Purchaser shall 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.

6-70 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. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width.

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.

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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>
P&E 176	0+00 to 2+90

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 road(s), Purchaser shall spread grass seed on all exposed soils resulting from road work activities using manual dispersal. 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>	Qty (lbs)*
P&E 176	7.6
P&E 177	33.2
P&E 181	25.2
Total	66

^{*}Quantities are estimates only. Actual quantities may vary and are the responsibility of the Purchaser.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the grass seed.

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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 additional 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.

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

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SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-10 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.

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.

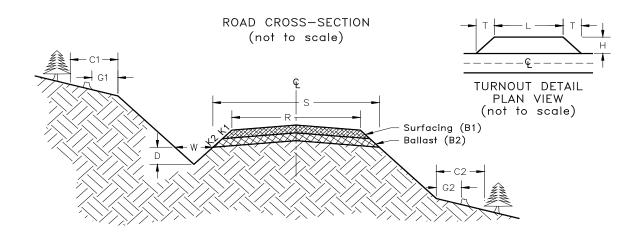
10-22 PLASTIC BAND

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.

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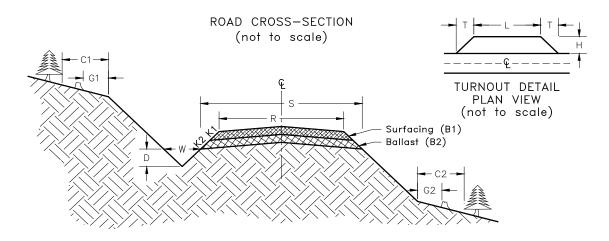
TYPICAL SECTION SHEET



	From		Tolerance	Subgrade	Road			Crown	Grub	bing		
Road Number	Station	To Station	Class	Width	Width	Ditch		in. @ CL	Limits		Clearing Limits	
						Width Depth						
				(feet)	(feet)	(feet) (feet)		(inches)	(fe	(feet)		et)
				S	R	W	D		G1	G2	C1	C2
P&E Mainline	0+00	415+00	Α	-	16	3	1	4	-	-	-	-
P&E 3000	0+00	17+00	Α	-	16	3	1	4	-	-	-	-
P&E 100	0+00	138+50	Α	-	16	3	1	4	-	-	-	-
P&E 175	0+00	5+00	В	-	14	3	1	4	-	-	-	-
P&E 180	0+00	11+00	В	-	14	3	1	4	-	-	-	-
P&E 176	0+00	2+90	С	16	12	3	1	4	5	5	10	10
P&E 177	0+00	12+85	С	16	12	3	1	4	5	5	10	10
P&E 181	0+00	9+80	С	16	12	3	1	4	5	5	10	10

UPTICK

ROCK LIST



BALLAST

					Compacted	C.Y. per # of				Turnout		
		From	То	Rock	Rock Depth	Station or	Stations or	C.Y.				
Road Number		Station	Station	Slope	(in)	Unit	Units	Subtotal	Rock Source	Length	Width	Taper
				K2	B2	SELECT PIT RUN		P&E RIDGE	L	Н	Т	
P&E 176	*	0+00	2+90	1 1/2:1	12	63	2.90	183				
	*	Curve W	idening/					6				
	*	Land	ings			54	1	54				
P&E 177		0+00	12+85	1 1/2:1	15	81	12.85	1040				
		Turn	outs			23	1	23		40	10	25
		Curve W	idening/					36				
		Land	ings			68	1	68				
P&E 181		0+00	9+80	1 1/2:1	15	81	9.80	793				
		Turn	outs			23	1	23		40	10	25
		Curve W	idening/					28				
		Junct	tions			15	1	15				
		Land	ings			68	1	68				

^{*}Optional Rock: If Contractor elects to haul on optional rock roads in dry weather, the depth listed above is recommended but not required.

REQUIRED BALLAST: 2094 CY OPTIONAL BALLAST: 243 CY

ENERGY DISSPATERS

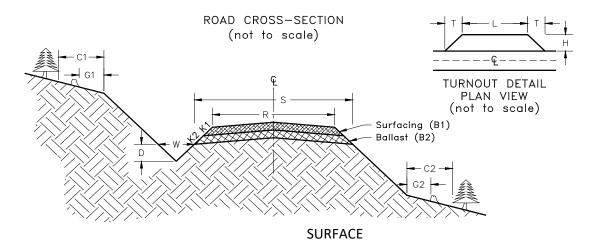
				Compacted	C.Y. per	# of					
	From	То	Rock	Rock Depth	Station or	Stations or	C.Y.			Turnout	
Road Number	Station	Station	Slope	(in)	Unit	Units	Subtotal	Rock Source	Length	Width	Taper
			K2	B2	QUARRY SPALLS			P&E RIDGE	L	Н	Т
P&E 100					1	2	2				
P&E 177					1	3	3				
P&E 181					1	1	1				

MODIFIED DATE: JULY 28, 2022

REQUIRED ENERGY DISSIPATERS: 6 CY

UPTICK

ROCK LIST



Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)		# of Stations or Units	C.Y. Subtotal	Rock Source		Turnout Width	Taper
			K2	B2	2.	5"- CRUSHED)	BROWNS	L	Н	Т
P&E Mainline	Spot	Rock					100				
P&E 100	Culvert	Backfill			10	2	20				
P&E 175	0+00	5+00	1 1/2:1	4	19	5.00	97				
	Curve W	/idening					3				
	Junc	tions			4	1	4				
P&E 180	0+00	11+00	1 1/2:1	4	19	11.00	214				
	Curve W	/idening					7				
	Junc	tions			4	1	4				

REQUIRED CRUSHED ROCK: 449 CY

CULVERT LIST

		Culvert		Le	ength (ft)		(C.Y.)		Backfill	Placement	Const.	
Road Number	Location	Dia	Gauge	Culvert	Down- spout	Eluma	Inlet	Outlet	Туре	Material	Method	Staked	Remarks
		in.	if Steel										
P&E 100	13+00	18		30			0.5	0.5	QS	CR	ZDH	No	
P&E 100	130+50	18		30			0.5	0.5	QS	CR	ZDH	No	
P&E 177	0+50	18		30			0.5	0.5	QS	NT	ZDH	No	
P&E 177	5+00	18		30			0.5	0.5	QS	NT	ZDH	No	
P&E 177	10+90	18		30			0.5	0.5	QS	NT	ZDH	No	
P&E 181	5+70	18		30			0.5	0.5	QS	NT	ZDH	No	

Key:

SP Select Pit Run NT -Native (bank run)

2.5 Inch Minus Crushed CR LL Light Loose Riprap Zero Drop Height ZDH -

MODIFIED DATE: JULY 28, 2022

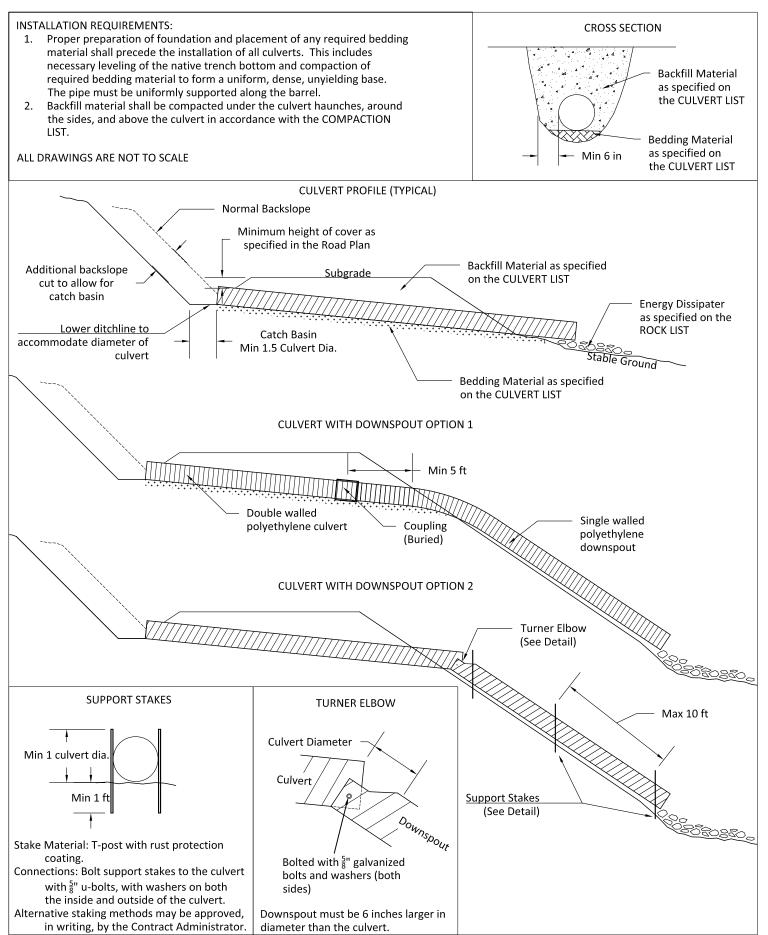
UPTICK

COMPACTION LIST

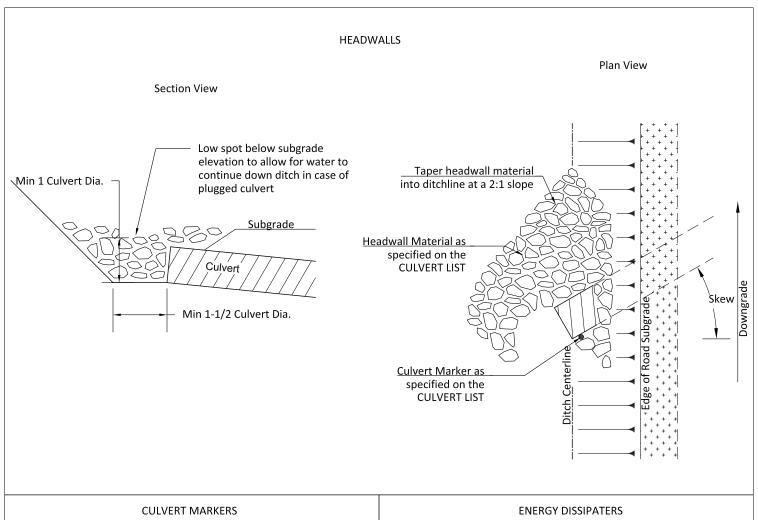
	T			IVIdX				1	IVIAXIIIIUIII
				Depth		Equipment	Minimum	Maximum	Amount of
	From			Per Lift		Weight	Number of	Operating	Deflection
Road	Station	To Station	Type	(inches)	Equipment Type	(lbs)	Passes	Speed (mph)	(inches)
					Vibratory				
All Roads			Subgrade	12	Smooth Drum	14,000	4	3	2
					Vibratory				
All Roads			Fill	24	Smooth Drum	14,000	4	3	2
All Roads			Waste Area	24	Excavation	28,000	-	-	4
			Pre-haul		Vibratory				
All Roads			Surface	6	Smooth Drum	14,000	5	3	1
					Vibratory				
All Roads			Rock	9	Smooth Drum	14,000	3	3	1

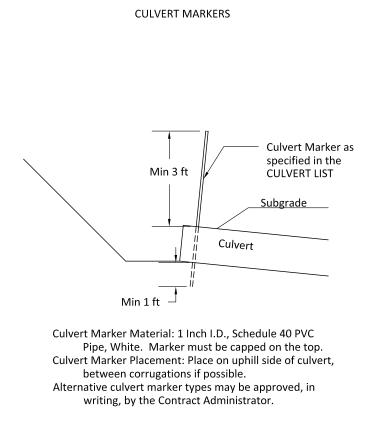
MODIFIED DATE: JULY 28, 2022

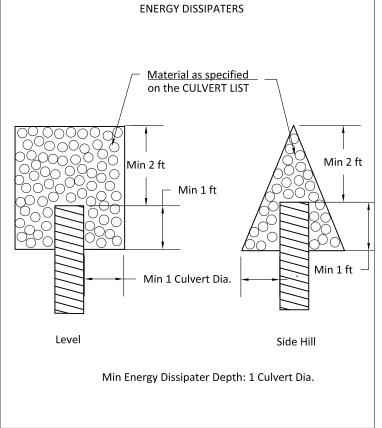
CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 1 OF 2



CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 2 OF 2







FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

Cuts and Fills

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

Surface

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

Drainage

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

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FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

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Preventative Maintenance

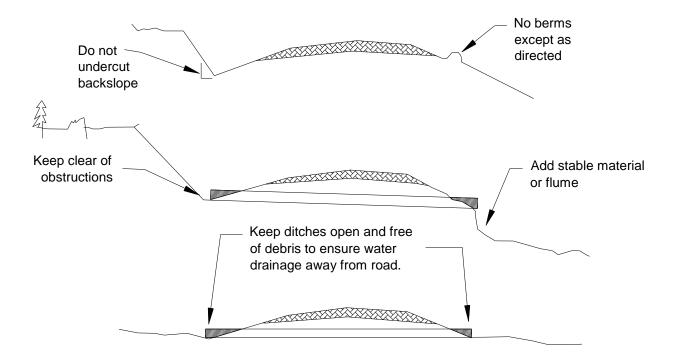
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

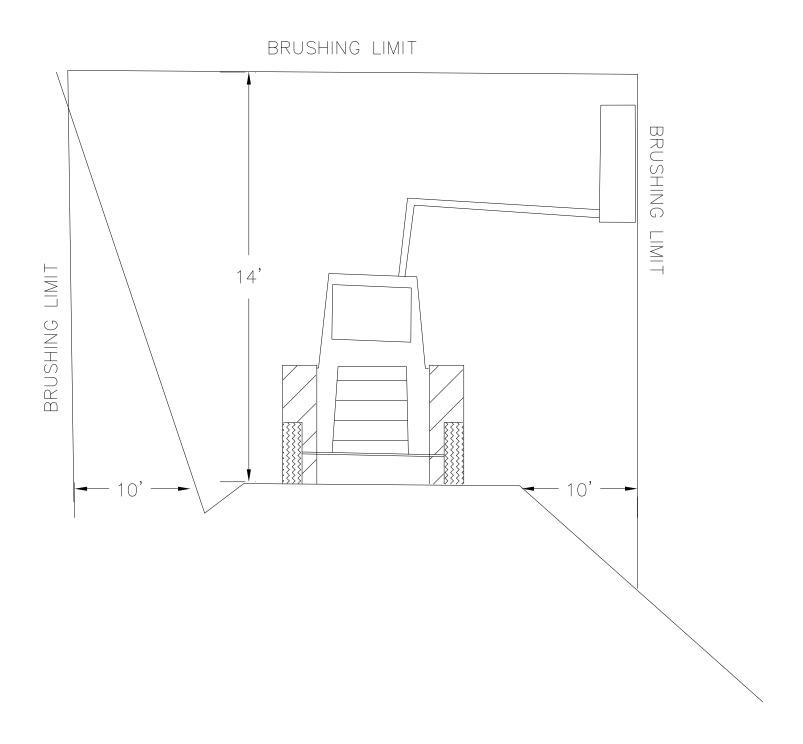
Debris

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



30-103377 N

BRUSHING SECTION DETAIL



STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

P&E RIDGE QUARRY DEVELOPMENT PLAN

SE ¹/₄, SE ¹/₄, Section 24, Township 13 North, Range 7 West, W.M. (Page 1 of 3)

- 1. Mining shall occur in Area A.
- 2. All vegetation including stumps shall be cleared a minimum of 20 feet beyond the edges of all working faces. Trees shall be cleared to a minimum of 3/4 of the height of the tallest tree adjacent to the pit. The Contractor shall maintain a minimum of 15 foot wide stripped area from the pit face at all times.
- 3. Overburden shall be end hauled or pushed to the designated waste area and compacted. Minimal acceptable compaction is achieved by placing waste material in 2 foot or shallower lifts and routing excavation equipment over entire width of the lifts.
- 4. 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.
- 5. Pit faces shall not exceed 25 feet in height. Faces shall be sloped at 1/4:1. Working bench width shall be a minimum of 20 feet.
- 6. The quarry floor shall have continuity of slope, be left in a smooth and neat condition, providing drainage to the southwest at a minimum of 2 percent.
- 7. Oversize material remaining in the rock source 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, oversize material shall be placed as directed by the Contract Administrator.
- 8. At the end of operations, quarry faces and walls shall be scaled and cleared of loose and overhanging material, benches shall have safety berms constructed or access blocked to highway vehicles. Upon completion of operations in the pit, the area will be left in a condition that will not endanger public safety, damage property, or be hazardous to animal or human life.
- 9. 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 Metal and Nonmetallic Mines, Quarries, Pits, and Crushing Operations" (296-61 WAC), Washington Department of Labor and Industries.
 - c. "Safety Standards for Construction Work" (296-155 WAC), Washington Department of Labor and Industries.

UPTICK 30-103377 MODIFIED DATE: JULY 28, 2022 Page 30 of 32

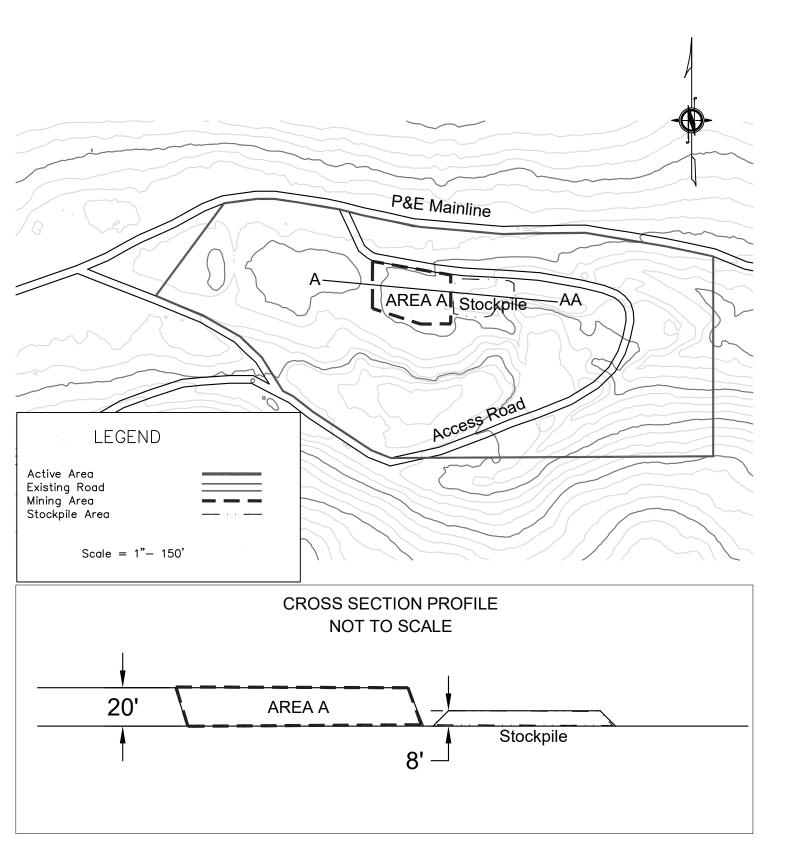
P&E RIDGE QUARRY DEVELOPMENT PLAN

SE 1/4, SE 1/4, Section 24, Township 13 North, Range 7 West, W.M. (Page 2 of 3)

- 10. The Contractor shall submit an informational drilling and shooting plan to the Contract Administrator 5 working days prior to any drilling (Form #M-126PAC).
- 11. At the completion of rock source operations, Contractor shall ask Contract Administrator for written approval of final rock source condition and compliance with the terms of this plan.
- 12. The pit area shall be worked and left in a condition that future operations may proceed in an orderly manner.
- 13. Upon completion of operations, the site shall be cleared of all temporary structures, equipment and rubbish, and shall be left in a neat and presentable condition.

30-103377 MODIFIED DATE: JULY 28, 2022

P&E RIDGE QUARRY SE $\frac{1}{4}$ SEC. 24, T13N, R07W, W.M. Page 3 of 3



SUMMARY - Road Development Costs

REGION: Pacific Cascade

DISTRICT: Lewis

SALE/PROJECT NAME: Uptick AGREEMENT #: 30-103377

Optional: P&E 176, P&E 177, P&E 181 **ROAD NUMBERS:**

Required: P&E Mainline, P&E 3000, P&E 100, P&E 175, P&E 180

ROAD STANDARD:		Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:		25.55	0.00	586.50
CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:		\$11,814.07	\$0.00	\$13,229.72
ROAD ROCK:	Optional: Required: Total:	\$0.00 \$48,898.66 \$48,898.66	\$0.00 \$0.00 \$0.00	\$0.00 \$6,216.88 \$6,216.88
STOCKPILE:		-	-	\$0.00
CULVERTS AND FLUMES	:	\$2,692.80	\$0.00	\$1,346.40
STRUCTURES:		-	-	-
MOBILIZATION:		\$1,247.08	\$0.00	\$1,396.52
TOTAL COSTS:		\$64,652.61	\$0.00	\$22,189.52
COST PER STATION:		\$2,530	\$0	\$38
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$0.00	\$0.00	\$0
	TOTAL (All R TOTAL (Minu SALE VOLUM TOTAL \$/MB	us Optional Rock) = ME MBF = F = F (Minus Optional R	-	\$8,684.21 \$95,526.34 \$95,526.34 2,200 \$43.42 \$43.42

Road:

P&E Mainline

COST PER STATION

\$31.96

Sale:

Uptick

Required Pre-Haul Maintenance- Required Abandonment-	7.86 m	niles	Required Reconstruction - Optional Reconstruction -	0.00 r	stations miles stations miles	Required Construction - Optional Construction -	0.00	stations miles stations miles	
PRE-HAUL MAIN	TENANCE								
CLEARING Roadside Brushing				7.86	miles @	\$1,140.00 RING, GRUBBING		\$8,960.40 N, FILL, and MISC.	\$8,960.40
ROCK Spot Rock	0+00	100	cy. of	Crushed	@	\$43.03	per c.y.=	\$4,303.00 TOTAL ROCK	\$4,303.00
								SUBTOTAL	\$13,263.40
Optional Rock?	NO							TOTAL	\$13,263.40

Sale:	Uptick	Road: P&E 3000	
Required Pre-Haul Maintenance- Required Abandonment-	17+00 stations miles 0.32 miles Required Reconstruction - Optional Reconstruction - 0.00 miles	stations one of the stations of the stations one of the stations of th	
PRE-HAUL MAIN CLEARING Roadside Brushing		0.32 miles @ \$1,140.00 per mile = \$364.80 TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.	\$364.80
		SUBTOTAL	\$364.80
Optional Rock?	NO	TOTAL COST PER STATION	\$364.80 \$21.46

Sale:	Uptick			_		Road:	P&E 100		
Required Pre-Haul Maintenance- Required Abandonment-	138+50 2.62 0.00	stations miles stations miles	Required Reconstruction - Optional Reconstruction -	0.00	stations miles stations miles	Required Construction - Optional Construction -	0.00	stations miles stations miles	
PRE-HAUL MAIN	ΓENANCE								
CLEARING Roadside Brushing				2.62	miles @	\$1,140.00	per mile =	\$2,986.80	
EXCAVATION Clear slide at station 110+00				100	cy. @	\$1.62	per c.y.	\$162.00	
ENDHAUL Clear slide at station 110+00				100	cy. @ TOTAL CLE <i>I</i>	\$1.80 ARING, GRUBBING	per c.y.	\$180.00 DN, FILL, and MISC.	\$3,328.80
CULVERTS - MAT	ERIALS &	INSTA Culverts 60		" \$1,346.40					
		00	21 01 10	Ψ1,540.40				TOTAL CULVERTS	\$1,346.40
ROCK Culvert Backfill Energy Dissipator	0+00 0+00	20 2		Crushed QuarrySpalls	@ @	\$43.03 \$28.64	per c.y.= per c.y.=	\$860.60 \$57.28 TOTAL ROCK	\$917.88
								SUBTOTAL	\$5,593.08
Optional Rock?	NO	1						TOTAL	\$5,593.08
- I		_					cc	ST PER STATION	\$40.38

Sale:	Uptick			_		Road:	P&E 175		_
Required Pre-Haul Maintenance- Required Abandonment-	5+00 0.09	stations miles stations miles	Required Reconstruction Optional Reconstruction	0.00	stations miles stations miles	Required Construction - Optional Construction -	0.00	stations miles stations miles	
PRE-HAUL MAIN	ΓENANCE								
MISC. Grade and shape crushed surf Roll shaped road surface w/ v	facing - ibratory roller -			5.00 5.00	stations @	\$13.75 \$7.27 RING, GRUBBING	per station	\$68.75 \$36.35 N, FILL, and MISC.	\$105.10
ROCK 0+00 to	5+00	104	cy. of	Crushed	@	\$3.00	per c.y.=	\$312.00 TOTAL ROCK	\$312.00
								SUBTOTAL	\$417.10
Optional Rock?	NO]					COS	TOTAL ST PER STATION	\$417.10 \$83.42

Sale:	Uptick			_		Road:	P&E 180		
Required Pre-Haul Maintenance- Required Abandonment-	0.21	niles	Required Reconstruction - Optional Reconstruction -	0.00	stations miles stations miles	Required Construction - Optional Construction -	station miles station miles 0.00 miles		
PRE-HAUL MAIN	TENANCE								
CLEARING Roadside Brushing				0.21	miles @	\$1,140.00	per mile =	\$239.40	
MISC. Grade and shape crushed sur Roll shaped road surface w/ V				11.00 11.00	stations @ stations @ TOTAL CLEAI	\$13.75 \$7.27 RING, GRUBBING		\$151.25 \$79.97 and MISC.	\$470.62
ROCK 0+00 to	11+00	225	cy. of	Crushed	@	\$3.04		\$684.00 DTAL ROCK	\$684.00
								SUBTOTAL	\$1,154.62
Optional Rock?	NO							TOTAL	\$1,154.62
Optional Nock!	NO						COST PER	STATION	\$104.97

Sale:	Uptick						Road:	P&E 176		
Required Pre-Haul Maintenance- Required Abandonment-	0.00	stations miles stations miles	Required Reconstruction Optional Reconstruction	0.0	00	stations miles stations miles	Required Construction - Optional Construction -	0.00 2+90 0.05	stations miles stations miles	
CONSTRUCTION										
CLEARING/GRUBBING Scattering Organic Debris					2.90	sta @	\$230.00	per sta	\$667.00	
EXCAVATION Road Construction Earthwork Grade and shape subgrade -					2.90 2.90	sta. @ stations @	\$109.57 \$11.00	per sta. = per station	\$317.75 \$31.90	
MISC. Roll subgrade w/ vibratory roll Construct landing - Grass seed and fertilize -	er prior to roc	king -			2.90 1.00 7.60	stations @ @ Ibs @	\$9.09 \$387.70 \$2.80	per station each per lbs	\$26.36 \$387.70 \$21.28	
						TOTAL CLEA	RING, GRUBBING	, EXCAVATIC	N, FILL, and MISC.	\$1,451.99
ROCK 0+00 to	2+90	243	cy. of	Ballast		@	\$20.30	per c.y.=	\$4,932.90 TOTAL ROCK	\$4,932.90
									SUBTOTAL	\$6,384.89
Optional Rock?	I NO	ı							TOTAL	\$6,384.89
optional Rook:	110							со	ST PER STATION	\$2,201.69

Sale:	Uptick			_		Road:	P&E 177		
Required Pre-Haul Maintenance- Required Abandonment-	0.00	stations miles stations miles	Required Reconstruction Optional Reconstruction	0.00	stations miles stations miles	Required Construction - Optional Construction -	0.00 12+85 0.24	stations miles stations miles	
CONSTRUCTION									
CLEARING/GRUBBING Scattering Organic Debris				12.85	sta @	\$230.00	per sta	\$2,955.50	
EXCAVATION Road Construction Earthwork Grade and shape subgrade -				12.85 12.85	sta. @ stations @	\$193.85 \$11.00	per sta. = per station	\$2,490.97 \$141.35	
MISC. Roll subgrade w/ vibratory roll Construct turnouts @ sta Construct landing - Grass seed and fertilize -	ler prior to rock	ing -		12.85 1.00 1.00 33.20	stations @ @ @ Ibs @	\$9.09 \$96.93 \$387.70 \$2.80	per station each each per lbs	\$116.81 \$96.93 \$387.70 \$92.96	
					TOTAL CLEA	ARING, GRUBBING	, EXCAVATIO	N, FILL, and MISC.	\$6,282.22
CULVERTS - MAT	ERIALS &	& INSTA Culverts 90		\$2,019.60 \$2,019.60				TOTAL CULVERTS	\$2,019.60
ROCK Energy Dissipator 0+00 to	0+00 12+85	3 1,167		QuarrySpalls Ballast	@ @	\$28.64 \$20.64	per c.y.= per c.y.=	\$85.92 \$24,086.88	
								TOTAL ROCK	\$24,172.80
								SUBTOTAL	\$32,474.62
Optional Rock?	NO							TOTAL	\$32,474.62
							CO	ST PER STATION	\$2,527.21

Sale:	Uptick			<u> </u>		Road:	P&E 181		
Required Pre-Haul Maintenance- Required Abandonment-	0.00 r	miles	Required Reconstruction - Optional Reconstruction -	0.00	stations miles stations miles	Required Construction - Optional Construction -	0.00 9+80 0.19	stations miles stations miles	
CONSTRUCTION									
CLEARING/GRUBBING Scattering Organic Debris				9.80	sta @	\$230.00	per sta	\$2,254.00	
EXCAVATION Road Construction Earthwork Grade and shape subgrade -				9.80 9.80	sta. @ stations @	\$109.57 \$11.00	per sta. = per station	\$1,073.79 \$107.80	
MISC. Roll subgrade w/ vibratory rol Construct turnouts @ sta Construct landing - Grass seed and fertilize -	ler prior to rocking	-		9.80 1.00 1.00 25.20	stations @ @ @ lbs @	\$9.09 \$96.93 \$387.70 \$2.80	per station each each per lbs	\$89.08 \$96.93 \$387.70 \$70.56	
OLUVEDTO MAT		INICTAL	LATION		TOTAL CLEA	ARING, GRUBBING	, EXCAVATIO	N, FILL, and MISC.	\$4,079.86
CULVERTS - MAT		Culverts 30	LF of 18	\$673.20 \$673.20				TOTAL CULVERTS	\$673.20
ROCK Energy Dissipator 0+00 to	0+00 9+80	1 927	cy. of cy. of	QuarrySpalls Ballast	@ @	\$29.32 \$21.32	per c.y.= per c.y.=	\$29.32 \$19,763.64 TOTAL ROCK	\$19,792.96
								SUBTOTAL	\$24,546.02
Ontional Books	NO							TOTAL	\$24,546.02
Optional Rock?	NO						co	ST PER STATION	\$2,504.70



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

Temporary Optional Construction:

Temporary Optional Reconstruction:

New Abandonment:

Optional roads to be constructed and then abandoned

Optional roads to be reconstructed and then abandoned

Abandonment of roads constructed or reconstructed under the contract

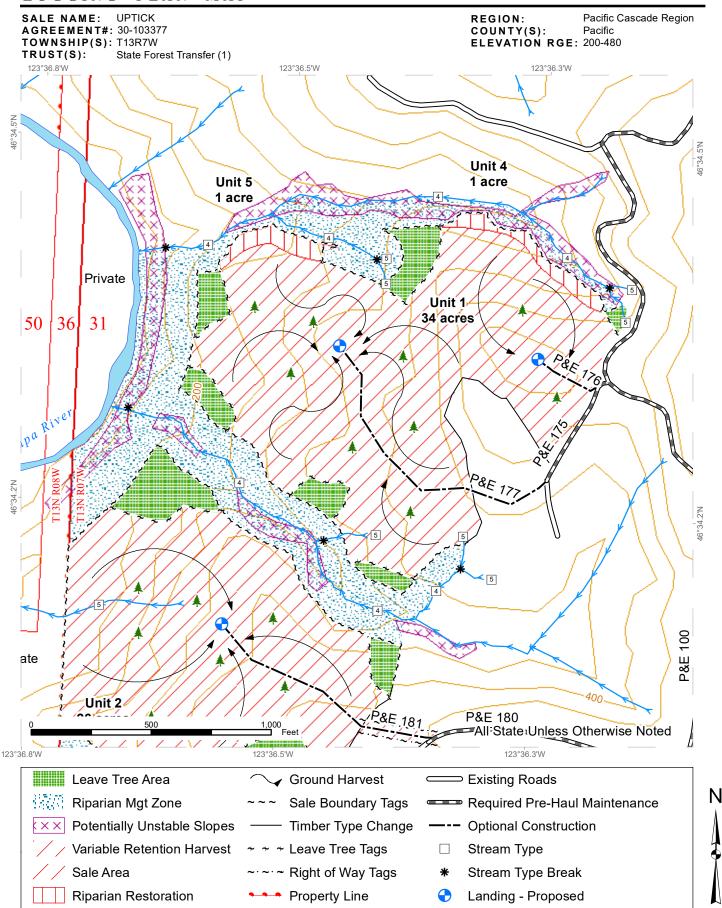
EXCISE TAX APPLICABLE ACTIVITIES	
Construction: Road to be constructed (optional and require	linear feet ed) but not abandoned
Reconstruction: Road to be reconstructed (optional and requ	linear feet ired) but not abandoned
Abandonment: Abandonment of existing roads not reconstr	linear feet ucted under the contract
Decommission: Road to be made undriveable but not official	linear feet lly abandoned.
Pre-Haul Maintenance: Existing road to receive maintenance work (linear feet (specifically required by the contract) prior to haul
EXCISE TAX EXEMPT ACTIVITIES	

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contact. 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 6/13)

linear feet

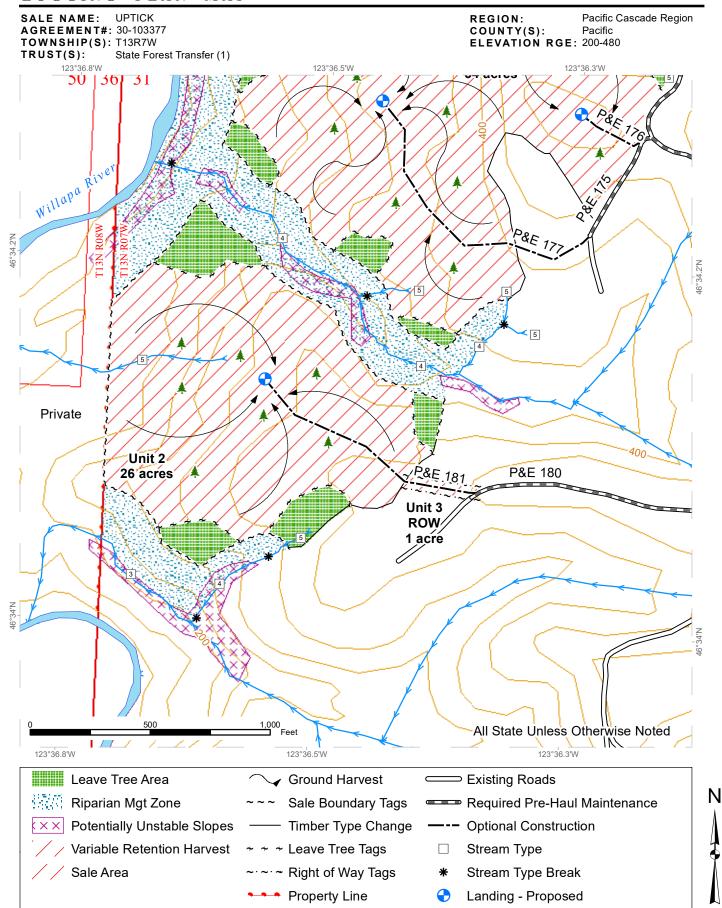
linear feet

linear feet



Streams

Leave Tree Area <1/4-acre



Streams

Leave Tree Area <1/4-acre