

TIMBER NOTICE OF SALE

SALE NAME: WIL	SON	AGREEMENT NO: 30-92626				
AUCTION:	March 30, 2023 starting at 10:00 a.m., Pacific Cascade Region Office, Castle Rock, V	COUNTY: Wahkiakum VA				
SALE LOCATION:	Sale located approximately 5 miles northeast of	of Skamokawa				
PRODUCTS SOLD AND SALE AREA:	All timber, except leave trees bound by yellow marked with blue paint, and all down timber g years prior to the day of sale, and snags bound	reater than 30 inches diameter or existing 5				
	Unit 1: White "Timber Sale" tags with pink fla	agging, and timber type change;				
	Unit 2: White "Timber Sale" tags with pink fla property line;	agging, timber type change and private				
	Unit 3: White "Timber Sale" tags with pink fla property line;	agging, timber type change and private				
	Unit 4: White "Timber Sale" tags and pink flagging private property line;					
	Unit 5 - ROW: Orange "Right of Way" tags an	nd pink flagging;				
	Unit 6 - ROW: Orange "Right of Way" tags an	nd pink flagging;				
	All forest products above located on part(s) of North, Range 6 West, W.M., containing 80 acr	1				
CERTIFICATION:	This sale is certified under the Sustainable For	estry Initiative® program Standard (cert				

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				Ν	1BF by	Grade	:				
Species	DBH Co	ount	MBF		1P	2P	3P	SM	1S	2S	3S	4S	UT	
Hemlock	18.8		1,259							856	300	81	22	
Douglas fir	17.5	5	911							375	448	78	10	
Red alder	15.4		447						10	163	80	174	20	
Spruce	29.6		42							36	5	1		
Redcedar	22		4								4	1		
Sale Total			2,663											
MINIMUM B	ID:	\$491	,000.00				BII) MET	HOD:	S	ealed H	Bids		
PERFORMA SECURITY:	NCE	\$98,	200.00				SA	LE TY	PE:	L	ump S	um		
EXPIRATION	N DATE:	Octo	ober 31, 202	4			AL	LOCA	TION	: E	xport I	Restrict	ted	
BID DEPOSI	Т:	\$49	100 00 or B	id Bond	Said (denosit	shall	constit	ute an	openin	o bid a	t the ar	nraise	•

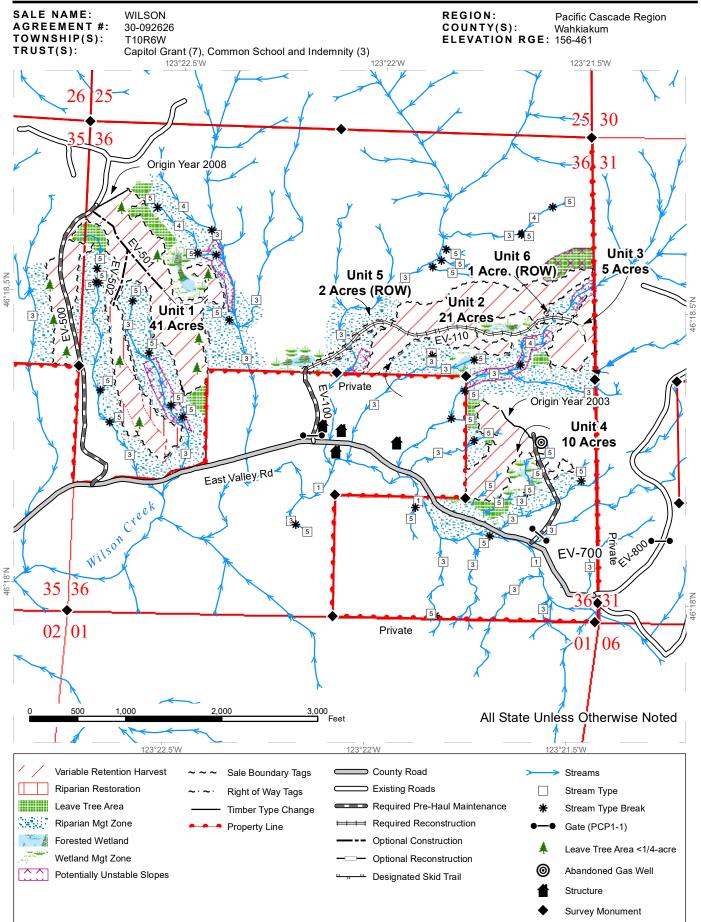
BID DEPOSIT: \$49,100.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.



TIMBER NOTICE OF SALE

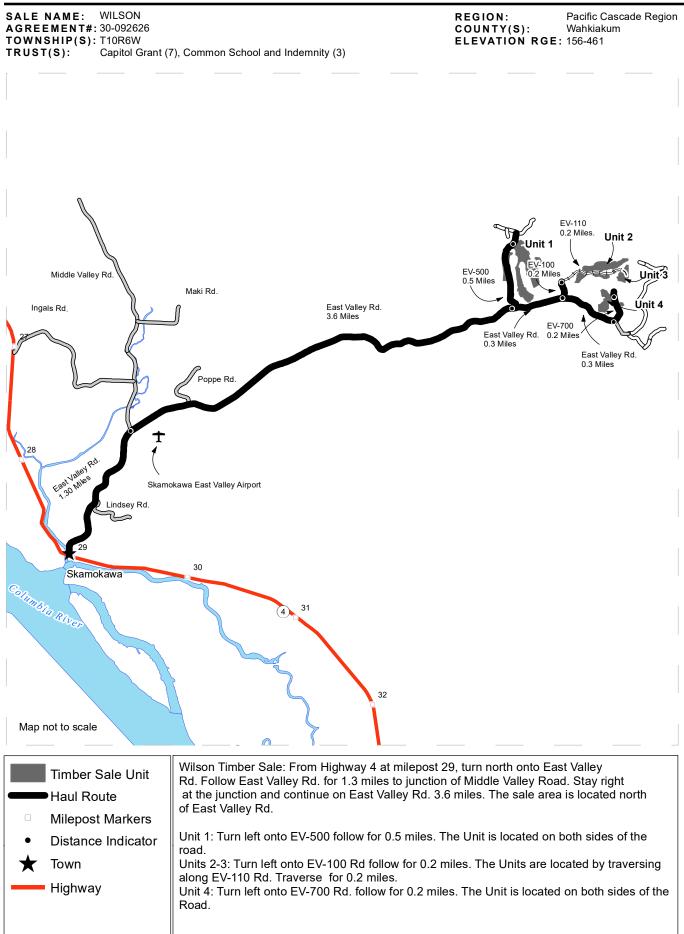
HARVEST METHOD:	Harvesting activities are estimated to be 100% ground-based. See Clause H-140 for further harvest requirements. A detailed felling and yarding plan shall be required prior to any harvest activities and approved in writing by the Contract Administrator.
ROADS:	30.49 stations of required reconstruction. 16.89 stations of optional construction. 2.84 stations of optional reconstruction. 53.49 stations of required prehaul maintenance. 38.90 stations of abandonment. 2.84 stations of abandonment, if built. 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. Road construction and reconstruction will be restricted from October 1 to April 30. In fish-stream work will be restricted on weekends and State recognized holidays. See FPA for permitted work season dates. See Road Plan 1-25 for additional information. The hauling of forest products will not be permitted from November 1 to April 30 unless authorized in writing by the State.
ACREAGE DETERMIN	ATION
CRUISE METHOD:	The sale acres were determined by GPS. The sale area was cruised using a variable plot cruise method.
FEES:	\$45,271.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.
SPECIAL REMARKS:	This sale contains approximately 27 MBF high quality 2 Saw DF and 33 MBF high quality 3 saw DF. See Cruise for additional information.

TIMBER SALE MAP



Ν

DRIVING MAP



Prepared By: tcha490

Ν

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

Export Restricted Lump Sum AGREEMENT NO. 30-092626

SALE NAME: WILSON

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on March 30, 2023 and the sale was confirmed on _______. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, and all down timber greater than 30 inches diameter or existing 5 years prior to the day of sale, and snags bounded by the following;

Unit 1: White "Timber Sale" tags with pink flagging, and timber type change;

Unit 2: White "Timber Sale" tags with pink flagging, timber type change and private property line;

Unit 3: White "Timber Sale" tags with pink flagging, timber type change and private property line;

Unit 4: White "Timber Sale" tags and pink flagging private property line;

Unit 5 - ROW: Orange "Right of Way" tags and pink flagging;

Unit 6 - ROW: Orange "Right of Way" tags and pink flagging;

All forest products above located on approximately 80 acres on part(s) of Sections 35, and 36 all in Township 10 North, Range 6 West W.M. in Wahkiakum County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

- a. Road and bridge failures which deny access.
- b. Access road closures imposed by road owner.
- c. Excessive suspensions as provided in clause G-220.
- d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.
- G-051 Contract Term Extension Payment

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

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Completion of all required roads and compliance with all contract and regulatory requirements.

c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the total contract price.

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

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

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

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

- e. Payment of \$1,376.00 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.
- 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. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject Purchaser to liability for violation of the Endangered Species Act.

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

- G-063 Incidental Take Permit Notification Requirements
 - a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
 - b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
 - c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
 - d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

- G-066 Governmental Regulatory Actions
 - a. Risk

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

b. Sale Area

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

- i. RCW 79.15.140 shall govern all adjustments to the contract area.
- c. Adjustment of Price

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

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to Purchaser will be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser.

The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

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

G-116 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

G-150 Insurance

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

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

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

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

payment of premium, the State shall be given 10 days advance notice of cancellation.

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

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

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

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

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

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

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products

completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

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

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

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

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

G-160 Agents

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

Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Purchaser shall inform the State in

writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract G-220 State Suspends Operations

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

G-210 Violation of Contract

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

- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.
- G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor
 - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor -Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; EV-100, EV-110, EV-500, EV-501, EV-

502 and EV-700. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, 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-370 Blocking Roads

Purchaser shall not block the EV-100, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Agreement Number: 55-000844

Road Easement between Mr. and Mrs. Will Slayton and the STATE. Dated 08/26/1960. Expiration: Indefinite

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 \$69,238.00. The total contract price consists of a \$0.00 contract bid price plus \$69,238.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$0.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

- Section H: Harvesting Operations
- H-001 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the contract, unless approved in writing by the State.

H-013 Reserve Tree Damage Definition

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

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

a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.

b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.

c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 16 feet in width, including rub trees.
- b. Skid trails shall not cover more than 5 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

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

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using shovel, forwarder and tracked 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-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-131 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30 unless authorized in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

a. Active Haul Routes will be posted with CB channels by purchaser.

b. The use of unmuffled compression breaks will not be permitted on site.

c. Ground based yarding equipment shall only operate during dry soil conditions.

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

e. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent.

f. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 60 percent.

g. 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.

h. 6 Wheeled skidder with tracks similar to ECO-TRACKSTM, will not be permitted for use in Units 2, 3 and 4.

i. 6 Wheeled skidder with tracks similar to ECO-TRACKSTM, will not be permitted on sustained slopes over 35 percent.

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.

k. The designated skid trail in Unit 1 will not be permitted for use from October 1st- June 15th.

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

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

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

Road construction and associated work provisions of the Road Plan for this sale, dated 11/9/2022 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on EV-100, EV-110, EV-500, EV-501, EV-502 and EV-700. 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.

C-130 Dust Abatement

Purchaser shall abate dust on the EV-100.

- Section S: Site Preparation and Protection
- S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations under this agreement following the

requirements of WAC 332-24-005 and WAC 332-24-405 and further agrees to use the highest degree of care to prevent uncontrolled fires from starting.

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser shall thoroughly clean all off road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved 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-110 Resource Protection

No ground based equipment may operate within 25 feet of Type 5 streams unless authority is granted in writing by the Contract Administrator.

- S-130 Hazardous Materials
 - a. Hazardous Materials and Waste Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for

operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup, and waste disposal.

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

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

S-131 Refuse Disposal

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

shall be covered/secured such that these waste materials are properly contained during transport.

- Section D: Damages
- D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch Pacific Cascade Region Manager

Print Name

Date:

Address:

Date: _____

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

STATE OF)				
)				
COUNTY OF)				
On this	day of		, 20	_, before n	ne persor	nally
			_ to _m		to be corpora	
that executed the wi	thin and foregoing ins	strument and ackno	wledged		1	
•	ct and deed of the corj at (he/she was) (they w		-	-		oned,

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

Notary Public in and for the State of

My appointment expires _____

PRE-CRUISE NARRATIVE

Sale Name: WILSON	Region: Pacific Cascade
Agreement #: 30-92626	District: St. Helens
Contact Forester:Marty Cozart Phone / Location: 360 749-6825	County(s): Choose a county, Wahkiakum
Alternate Contact:Click here to enter text. Phone / Location: Click here to enter text.	Other information: Click here to enter text.

Type of Sale: MBF Scale	
Harvest System: Ground based Click here to enter text.	100
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal		sal	Ded		rom Gro vest acr	es)	Acres	Acreage
Harve st R/W or RMZ WMZ	Description (Enter only 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 Ac	Determinatio n (List method and error of closure if applicable)
1	SEC35,36T10NR06 W	03,0 7	63	55	7	1		41	Combination
2	SEC36T10NR06W	03	40	15	4	0		21	Combination
3	SEC36T10NR06W	03	11	5	1	0		5	Combination
4	SEC36T10NR06W	03	25	13	3	0		10	Combination
5 ROW	SEC36T10NR06W	03	2	0	0	0		2	Combination
6 ROW	SEC36T10NR06W	03	1	0	0	0		1	Combination
TOTAL ACRES			142	88	15	1		80	

Unit#	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
	Variable retention harvest bound by white "T imber Sale Boundary" tags and pink flagging.		384 leave trees (85 trees marked with blue
1		N/A	paint)
2	Variable retention harvest bound by white "Timber Sale Boundary" tags and pink flagging.		
		N/A	268 leave trees
3	Variable retention harvest bound by white "T imber Sale Boundary" tags and pink flagging.		
		N/A	86 leave trees
4	Variable retention harvest bound by white "T imber Sale Boundary" tags and pink flagging.	N/A	189 leave trees
5 (ROW)	Right of Way Unit bound by orange "Right of Way Boundary" tags and pink flagging	ROW	
6 (ROW)	Right of Way Unit bound by orange "Right of Way Boundary" tags and pink flagging	ROW	

HARVEST PLAN AND SPECIAL CONDITIONS:

OTHER PRE-CRUISE INFORMATION:

Unit# Primary,secondary Species / Estimated Volume (MBF)		Access information (Gates, locks, etc.)	Photos, traverse maps required		
1	WH, RA (1,900)	Access via the EV-500 Rd from East Valley Rd, (MP 29 on SR4 in Skamokawa). Follow East Valley Rd for approx 5 miles, turn left onto the EV-500 and follow for for approx. 0.3 miles to Unit.	See Logging Plan Map		
2	DF,RA (525)	Access via the EV-100 Rd from East Valley Rd, (MP 29 on SR4 in Skamokawa). Follow	See Logging Plan Map		

		East Valley Rd for approx 5.2 miles, turn left onto the EV-100 follow for 0.1 miles to end. Follow EV-110 trav for 0.2 miles.to Unit	
3	DF, RA (125)	Access via the EV-100 Rd from East Valley Rd, (MP 29 on SR4 in Skamokawa). Follow East Valley Rd for approx 5.2 miles, turn left onto the EV-100 follow for 0.1 miles to end. Follow EV-110 trav for 0.5 miles. to Unit.	See Logging Plan Map
4	DF, RA (250)	Access via the EV-700 Rd from East Valley Rd, (MP 29 on SR4 in Skamokawa). Follow East Valley Rd for approx. 6 miles, turn left onto the EV-700 and follow for for approx. 0.3 miles to Unit.	See Logging Plan Map
5 ROW	DF RA (5)	Access via the EV-100 Rd from East Valley Rd, (MP 29 on SR4 in Skamokawa). Follow East Valley Rd for approx 5.2 miles, turn left onto the EV-100 follow for 0.1 miles to end.	See Logging Plan Map
6 ROW	DF RA (2)	Access via the EV-100 Rd from East Valley Rd, (MP 29 on SR4 in Skamokawa). Follow East Valley Rd for approx 5.2 miles, turn left onto the EV-100 follow for 0.1 miles to end. Follow EV-110 trav for 0.5 miles. to Unit.	See Logging Plan Map
TOTAL MBF	2,663		

REMARKS:

Wilson is a mixed bag of different aged timber with Unit 1 primarly consisting of 65-80 year-old mixed conifer stand and the rest of the Units consisting of 45 year-old DF stand.

Prepared By:		Title:	CC: Marty Cozart
Date:	Tom Chandler	Forester	-

Timber Sale Cruise Report Wilson

Sale Name: WILSON

Sale Type: LUMP SUM

Region: PACIFIC CASC

District: ST.HELENS

Lead Cruiser: DPClark,

Other Cruisers:KJBailey, BEWarnstadt

Cruise Narrative:

Location: Wilson is a 80 acre sale 5 miles NE of Skamokawa off Highway 4. There are three access points to this sale off the East Valley RD, all have approximately a quarter mile haul from gravel to pavement.

Cruise Design: Units 1 and RR1 U-1 were cruised using 46.94 BAF on DF, WH and SS and a 27.78 BAF for hardwoods and RC sighted at 16 feet.

U-1A was cruised using a 40 BAF sighted at 16 feet.

RR2 U-1 was cruised using a 27.78 BAF sighted at 16 feet.

RR3 U-1 was cruised using a 40 BAF on DF and WH and a 27.78 BAF on for hardwoods and RC sighted at 16 feet.

Unit 2, Unit 3, Unit 4, and Unit 6 were cruised using a 40 BAF for DF, WH, and SS - and a 27.78 BAF was used for hardwoods and RC sighted at DBH.

Unit 5 was cruised using a 40 BAF sighted at DBH.

Timber Quality:

Wilson timber sale has two distinct age classes. Unit 1 is 65-80 yr old timber with some scattered high quality sorts.

All other units are fairly uniform 45 yr old DF plantation, containing all domestic wood.

Logging and Stand Conditions: The Wilson sale 100% ground based shovel logging.

Other notes:

**All thinning units are unmarked and leave/take trees were chosen on plot with the silvicultural prescription.

**FMA names and Unit numbers are as follows:

FMA Name / Unit Name

WILSON UNIT 1 / UNIT 1 WILSON UNIT 1A / UNIT 1 RR1 WILSON UNIT 1 / UNIT 1 RR2 WILSON UNIT 1 / UNIT 1 RR3 WILSON UNIT 1 / UNIT 1 WILSON UNIT 2 / UNIT 2 WILSON UNIT 3 / UNIT 3 WILSON UNIT 4 / UNIT 4 WILSON UNIT 5 / UNIT 5

793afe74-9975-4600-85c3-a3a07246c51b

Timber Sale Notice Volume (MBF)

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	1 Saw	2 Saw	3 Saw	4 Saw	Utility	
WH	18.8			1,259		856	300	81	22	
DF	17.5	5.0	48	911		375	448	78	10	
RA	15.4			447	10	163	80	174	20	
SS	29.6			42		36	5	1		
RC	22.0			4			4	1		
ALL	17.7	5.0	48	2,663	10	1,430	836	335	52	

Timber Sale Notice Weight (tons)

	Tons by Grade								
Sp	All	1 Saw	2 Saw	3 Saw	4 Saw	Utility			
WH	9,983		6,422	2,616	814	131			
DF	7,570		2,943	3,812	734	80			
RA	3,354	62	1,109	572	1,463	148			
SS	265		219	36	10				
RC	37			29	8				
ALL	21,208	62	10,693	7,064	3,030	359			

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)			V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
215.0	5.7	150.6	1.7	33,282	6.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
WILSON UNIT 1	B2C: VR, 2 BAF (46.94, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	32.0	36.2	31	16	1
WILSON UNIT1A	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 16 ft	4.0	4.7	4	4	0
RR1 WILSON UNIT 1	B2C: VR, 2 BAF (46.94, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	2.0	2.5	4	4	0
RR2 WILSON	B1: VR, 1 BAF (27.78) Measure All,	1.0	0.7	1	1	0

793afe74-9975-4600-85c3-a3a07246c51b

September 14, 2022 13:02:41

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
UNIT 1	Sighting Ht = 16 ft					
RR3 WILSON UNIT 1	B2C: VR, 2 BAF (40, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	2.0	2.0	3	3	0
WILSON UNIT 2	B2C: VR, 2 BAF (40, 27.78 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	21.0	24.1	19	10	0
WILSON UNIT 3	B2C: VR, 2 BAF (40, 27.78 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	5.0	5.7	5	3	0
WILSON UNIT 4	B2: VR, 2 BAF (40, 27.78 for some species) Measure All, Sighting Ht = 4.5 ft	10.0	12.6	12	12	0
WILSON UNIT 5	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.0	1.8	3	3	0
WILSON UNIT 6	B2: VR, 2 BAF (40, 27.78 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	0.7	1	1	0
All		80.0	91.1	83	57	1

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	13.8	40	4,464	4,351	2.5	2,753.0	348.1
DF	LIVE	2 SAW	HQ-B	12.9	40	331	331	0.0	190.2	26.5
DF	LIVE	3 SAW	Domestic	8.8	39	5,360	5,184	3.3	3,543.7	414.7
DF	LIVE	3 SAW	HQ-B	10.3	40	438	412	5.9	268.0	33.0
DF	LIVE	4 SAW	Domestic	5.3	31	995	977	1.7	734.1	78.2
DF	LIVE	CULL	Cull	6.0	4	57	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	6.1	14	139	129	6.8	80.4	10.4
RA	LIVE	1 SAW	Domestic	18.4	18	129	126	2.1	62.4	10.1
RA	LIVE	2 SAW	Domestic	14.2	30	2,172	2,041	6.0	1,108.7	163.3
RA	LIVE	3 SAW	Domestic	11.1	30	1,034	992	4.0	571.8	79.4
RA	LIVE	4 SAW	Domestic	6.6	28	2,278	2,179	4.3	1,463.2	174.3
RA	LIVE	CULL	Cull	10.4	8	256	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	6.2	20	255	249	2.5	148.0	19.9
RC	LIVE	3 SAW	Domestic	13.7	36	46	46	0.0	29.1	3.7
RC	LIVE	4 SAW	Domestic	6.7	30	8	8	0.0	7.6	0.6
SS	LIVE	2 SAW	Domestic	17.6	39	482	452	6.1	219.0	36.2
SS	LIVE	3 SAW	Domestic	10.7	27	61	56	8.8	35.6	4.5
SS	LIVE	4 SAW	Domestic	8.6	19	14	14	0.0	10.4	1.1

793afe74-9975-4600-85c3-a3a07246c51b

September 14, 2022 13:02:41

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
WH	LIVE	2 SAW	Domestic	15.6	40	11,052	10,697	3.2	6,422.2	855.8
WH	LIVE	3 SAW	Domestic	9.0	38	3,785	3,752	0.9	2,615.9	300.2
WH	LIVE	4 SAW	Domestic	6.0	28	1,026	1,014	1.2	814.3	81.1
WH	LIVE	CULL	Cull	10.2	5	638	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	8.4	12	271	271	0.0	130.8	21.7

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	5.6	4	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	5.7	34	1,882	1.6	1,401.7	150.5
DF	5 - 7	LIVE	Pulp	6.1	15	123	7.1	75.3	9.8
DF	8 - 11	LIVE	Pulp	8.5	13	6	0.0	5.2	0.5
DF	8 - 11	LIVE	Domestic	9.8	39	4,279	3.7	2,876.1	342.3
DF	8 - 11	LIVE	HQ-B	10.3	40	412	5.9	268.0	33.0
DF	8 - 11	LIVE	Cull	10.9	5	0	100.0	0.0	0.0
DF	12 - 15	LIVE	HQ-B	12.9	40	331	0.0	190.2	26.5
DF	12 - 15	LIVE	Domestic	13.3	39	3,447	2.9	2,277.0	275.8
DF	16 - 19	LIVE	Domestic	17.1	40	629	0.8	343.7	50.3
DF	20+	LIVE	Domestic	21.5	40	274	2.0	132.3	22.0
RA	5 - 7	LIVE	Pulp	5.3	23	194	3.1	117.9	15.5
RA	5 - 7	LIVE	Domestic	5.9	28	1,344	3.8	893.4	107.5
RA	5 - 7	LIVE	Cull	6.2	10	0	100.0	0.0	0.0
RA	8 - 11	LIVE	Pulp	8.1	15	16	0.0	11.6	1.3
RA	8 - 11	LIVE	Domestic	9.7	30	1,771	4.5	1,115.1	141.7
RA	8 - 11	LIVE	Cull	11.5	7	0	100.0	0.0	0.0
RA	12 - 15	LIVE	Domestic	13.4	30	1,610	6.4	894.6	128.8
RA	12 - 15	LIVE	Cull	14.6	10	0	100.0	0.0	0.0
RA	16 - 19	LIVE	Pulp	16.4	12	39	0.0	18.6	3.1
RA	16 - 19	LIVE	Domestic	17.2	27	560	3.0	274.8	44.8
RA	16 - 19	LIVE	Cull	17.9	3	0	100.0	0.0	0.0
RA	20+	LIVE	Domestic	21.1	24	54	12.5	28.2	4.3
RC	5 - 7	LIVE	Domestic	6.7	30	8	0.0	7.6	0.6
RC	12 - 15	LIVE	Domestic	13.7	36	46	0.0	29.1	3.7
SS	5 - 7	LIVE	Domestic	7.8	18	6	0.0	4.6	0.5
SS	8 - 11	LIVE	Domestic	9.4	21	21	0.0	13.8	1.7
SS	12 - 15	LIVE	Domestic	12.7	39	84	6.0	53.6	6.7
SS	16 - 19	LIVE	Domestic	18.2	34	247	5.3	115.2	19.8

793afe74-9975-4600-85c3-a3a07246c51b

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
SS	20+	LIVE	Domestic	25.3	35	163	8.6	77.8	13.0
WH	5 - 7	LIVE	Pulp	5.3	12	52	0.0	25.2	4.1
WH	5 - 7	LIVE	Cull	5.4	5	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	6.0	31	1,548	0.9	1,198.1	123.8
WH	8 - 11	LIVE	Cull	9.2	7	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	9.7	37	3,146	1.0	2,191.1	251.7
WH	12 - 15	LIVE	Domestic	13.8	40	4,824	2.0	3,144.9	385.9
WH	12 - 15	LIVE	Cull	14.6	3	0	100.0	0.0	0.0
WH	16 - 19	LIVE	Domestic	17.7	40	4,823	4.5	2,752.8	385.9
WH	16 - 19	LIVE	Pulp	19.6	12	98	0.0	46.1	7.9
WH	20+	LIVE	Domestic	22.4	35	1,122	2.3	565.5	89.8
WH	20+	LIVE	Pulp	23.5	14	121	0.0	59.5	9.7
WH	20+	LIVE	Cull	23.9	6	0	100.0	0.0	0.0

Unit Sale Notice Volume (MBF): WILSON UNIT 1

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	1 Saw	2 Saw	3 Saw	4 Saw	Utility		
WH	18.9			1,190		824	274	71	22		
RA	18.1			160	4	82	38	33	4		
DF	18.0			158		77	70	10	1		
SS	29.2			29		27	1	1			
RC	22.0			4			4	1			
ALL	18.8			1,541	4	1,009	386	114	27		

Unit Cruise Design: WILSON UNIT 1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2C: VR, 2 BAF (46.94, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	32.0	36.2	31	16	1

Unit Cruise Summary: WILSON UNIT 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	44	92	3.0	0
RA	23	31	1.0	0
DF	8	14	0.5	0
SS	2	2	0.1	0
RC	1	1	0.0	0
ALL	78	140	4.5	0

Unit Cruise Statistics (Cut + Leave Trees): WILSON UNIT 1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	195.3	81.7	14.7	190.4	23.9	3.6	37,186	85.1	15.1
RA	39.9	160.8	28.9	125.5	26.6	5.6	5,004	163.0	29.4
DF	28.3	282.3	50.7	173.6	23.8	8.4	4,922	283.3	51.4
SS	4.3	556.8	100.0	211.0	6.4	4.5	906	556.8	100.1
RC	1.4	556.8	100.0	96.6	0.0	0.0	135	556.8	100.0
ALL	269.2	59.6	10.7	178.9	28.2	3.2	48,153	65.9	11.2

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	18.0	93	119	5,075	4,922	3.0	16.0	28.3	6.7	157.5
RA	LIVE	CUT	23	ALL	18.1	75	93	5,738	5,004	12.8	22.3	39.9	9.4	160.1
RC	LIVE	CUT	1	ALL	22.0	68	86	135	135	0.0	0.5	1.4	0.3	4.3
SS	LIVE	CUT	2	ALL	29.2	104	134	957	906	5.4	0.9	4.3	0.8	29.0
WH	LIVE	CUT	44	ALL	18.9	89	112	39,669	37,186	6.3	100.3	195.3	44.9	1,190.0
ALL	LIVE	CUT	78	ALL	18.8	87	110	51,574	48,153	6.6	140.0	269.2	62.1	1,540.9
ALL	ALL	ALL	78	ALL	18.8	87	110	51,574	48,153	6.6	140.0	269.2	62.1	1,540.9

Unit Sale Notice Volume (MBF): WILSON UNIT1A

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	1 Saw	2 Saw	3 Saw	4 Saw	Utility		
RA	15.6			46	6	14	9	11	7		
WH	16.5			24		13	7	4			
SS	24.0			9		5	3	1			
ALL	16.4			80	6	32	19	15	7		

Unit Cruise Design: WILSON UNIT1A

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 16 ft	4.0	4.7	4	4	0

Unit Cruise Summary: WILSON UNIT1A

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	5	5	1.3	0
WH	3	3	0.8	0
SS	1	1	0.3	0
ALL	9	9	2.3	0

Unit Cruise Statistics (Cut + Leave Trees): WILSON UNIT1A

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	68.5	103.7	51.8	169.0	11.6	5.2	11,570	104.3	52.1
WH	40.4	200.0	100.0	150.1	5.5	3.2	6,056	200.1	100.1
SS	13.8	200.0	100.0	162.6	0.0	0.0	2,251	200.0	100.0
ALL	122.7	67.7	33.8	162.0	10.6	3.5	19,876	68.5	34.0

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	5	ALL	15.6	82	102	12,001	11,570	3.6	51.6	68.5	17.3	46.3
SS	LIVE	CUT	1	ALL	24.0	85	108	2,396	2,251	6.1	4.4	13.8	2.8	9.0
WH	LIVE	CUT	3	ALL	16.5	87	110	6,652	6,056	9.0	27.2	40.4	9.9	24.2

793afe74-9975-4600-85c3-a3a07246c51b

September 14, 2022 13:02:41

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	9	ALL	16.4	84	105	21,049	19,876	5.6	83.2	122.7	30.1	79.5
ALL	ALL	ALL	9	ALL	16.4	84	105	21,049	19,876	5.6	83.2	122.7	30.1	79.5

Unit Sale Notice Volume (MBF): RR1 WILSON UNIT 1

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility	
RA	14.5			31	15	6	8	2	
SS	46.0			4	4	0			
ALL	15.1			35	19	6	8	2	

Unit Cruise Design: RR1 WILSON UNIT 1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2C: VR, 2 BAF (46.94, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	2.0	2.5	4	4	0

Unit Cruise Summary: RR1 WILSON UNIT 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	12	12	3.0	0
SS	1	1	0.3	0
ALL	13	13	3.3	0

Unit Cruise Statistics (Cut + Leave Trees): RR1 WILSON UNIT 1

Sp	BA (sq ft/acre)			V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	112.3	44.8	22.4	139.2	25.2	7.3	15,641	51.4	23.6
SS	10.6	200.0	100.0	179.0	0.0	0.0	1,895	200.0	100.0
ALL	122.9	51.2	25.6	142.7	24.8	6.9	17,536	56.9	26.5

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	12	ALL	14.5	70	86	16,850	15,641	7.2	98.0	112.3	29.5	31.3
SS	LIVE	CUT	1	ALL	46.0	85	108	2,166	1,895	12.5	0.9	10.6	1.6	3.8
ALL	LIVE	CUT	13	ALL	15.1	70	86	19,016	17,536	7.8	98.9	122.9	31.1	35.1
ALL	ALL	ALL	13	ALL	15.1	70	86	19,016	17,536	7.8	98.9	122.9	31.1	35.1

Unit Sale Notice Volume (MBF): RR2 WILSON UNIT 1

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility	
RA	14.9			33	7	10	13	3	
ALL	14.9			33	7	10	13	3	

Unit Cruise Design: RR2 WILSON UNIT 1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (27.78) Measure All, Sighting Ht = 16 ft	1.0	0.7	1	1	0

Unit Cruise Summary: RR2 WILSON UNIT 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	6	6	6.0	0
ALL	6	6	6.0	0

Unit Cruise Statistics (Cut + Leave Trees): RR2 WILSON UNIT 1

Sp	BA (sq ft/acre)			V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	220.2	0.0	0.0	149.7	19.4	7.9	32,956	19.4	7.9
ALL	220.2	0.0	0.0	149.7	19.4	7.9	32,956	19.4	7.9

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	6	ALL	14.9	82	102	34,452	32,956	4.3	181.9	220.2	57.0	33.0
ALL	LIVE	CUT	6	ALL	14.9	82	102	34,452	32,956	4.3	181.9	220.2	57.0	33.0
ALL	ALL	ALL	6	ALL	14.9	82	102	34,452	32,956	4.3	181.9	220.2	57.0	33.0

Unit Sale Notice Volume (MBF): RR3 WILSON UNIT 1

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
RA	15.8			59	31	6	18	3		
ALL	15.8			59	31	6	18	3		

Unit Cruise Design: RR3 WILSON UNIT 1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2C: VR, 2 BAF (40, 27.78 for some species) Measure/Count Plots, Sighting Ht = 16 ft	2.0	2.0	3	3	0

Unit Cruise Summary: RR3 WILSON UNIT 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	15	15	5.0	0
ALL	15	15	5.0	0

Unit Cruise Statistics (Cut + Leave Trees): RR3 WILSON UNIT 1

Sp	BA (sq ft/acre)				V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	184.1	0.5	0.3	159.6	21.9	5.6	29,379	21.9	5.7
ALL	184.1	0.5	0.3	159.6	21.9	5.6	29,379	21.9	5.7

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	15	ALL	15.8	81	100	31,105	29,379	5.5	135.2	184.1	46.3	58.8
ALL	LIVE	CUT	15	ALL	15.8	81	100	31,105	29,379	5.5	135.2	184.1	46.3	58.8
ALL	ALL	ALL	15	ALL	15.8	81	100	31,105	29,379	5.5	135.2	184.1	46.3	58.8

Unit Sale Notice Volume (MBF): WILSON UNIT 2

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
DF	17.4	5.0	49	426	180	205	35	6			
RA	10.7			72		9	62				
WH	20.0			5	4	1					
ALL	16.2	5.0	49	502	184	215	97	6			

Unit Cruise Design: WILSON UNIT 2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2C: VR, 2 BAF (40, 27.78 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	21.0	24.1	19	10	0

Unit Cruise Summary: WILSON UNIT 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	42	75	3.9	1
RA	7	24	1.3	0
WH	1	1	0.1	0
ALL	50	100	5.3	1

Unit Cruise Statistics (Cut + Leave Trees): WILSON UNIT 2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	157.9	27.3	6.3	128.4	13.2	2.0	20,273	30.3	6.6
RA	35.1	160.2	36.7	97.1	25.7	9.7	3,406	162.2	38.0
WH	2.1	435.9	100.0	103.2	0.0	0.0	217	435.9	100.0
ALL	195.1	21.6	5.0	122.5	17.2	2.4	23,896	27.6	5.5

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	42	ALL	17.4	80	101	20,981	20,273	3.4	95.6	157.9	37.9	425.7
RA	LIVE	CUT	7	ALL	10.7	54	66	3,716	3,406	8.3	56.2	35.1	10.7	71.5

793afe74-9975-4600-85c3-a3a07246c51b

September 14, 2022 13:02:41

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	1	ALL	20.0	74	92	237	217	8.5	1.0	2.1	0.5	4.6
ALL	LIVE	CUT	50	ALL	15.3	70	88	24,935	23,896	4.2	152.8	195.1	49.1	501.8
ALL	ALL	ALL	50	ALL	15.3	70	88	24,935	23,896	4.2	152.8	195.1	49.1	501.8

Unit Sale Notice Volume (MBF): WILSON UNIT 3

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw				
DF	17.8	5.0		97	33	55	10				
WH	18.1			31	16	13	3				
RA	12.0			3			3				
ALL	17.4	5.0		131	48	67	15				

Unit Cruise Design: WILSON UNIT 3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2C: VR, 2 BAF (40, 27.78 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	5.0	5.7	5	3	0

Unit Cruise Summary: WILSON UNIT 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	17	3.4	1
WH	3	5	1.0	0
RA	1	1	0.2	0
ALL	15	23	4.6	1

Unit Cruise Statistics (Cut + Leave Trees): WILSON UNIT 3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	136.0	16.1	7.2	142.5	12.0	3.6	19,375	20.1	8.1
WH	40.0	100.0	44.7	153.8	12.6	7.2	6,152	100.8	45.3
RA	5.6	223.6	100.0	112.0	0.0	0.0	623	223.6	100.0
ALL	181.6	23.2	10.4	144.0	13.1	3.4	26,149	26.6	10.9

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	17.8	86	109	19,777	19,375	2.0	78.7	136.0	32.2	96.9
RA	LIVE	CUT	1	ALL	12.0	69	85	623	623	0.0	7.1	5.6	1.6	3.1

793afe74-9975-4600-85c3-a3a07246c51b

September 14, 2022 13:02:41

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	3	ALL	18.1	84	105	6,300	6,152	2.3	22.4	40.0	9.4	30.8
ALL	LIVE	CUT	15	ALL	17.5	85	107	26,699	26,149	2.1	108.2	181.6	43.2	130.7
ALL	ALL	ALL	15	ALL	17.5	85	107	26,699	26,149	2.1	108.2	181.6	43.2	130.7

Unit Sale Notice Volume (MBF): WILSON UNIT 4

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility				
DF	17.3	5.0	45	200	76	102	20	2				
RA	11.0			26	3	2	21					
ALL	15.6	5.0	45	226	79	103	42	2				

Unit Cruise Design: WILSON UNIT 4

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2: VR, 2 BAF (40, 27.78 for some species) Measure All, Sighting Ht = 4.5 ft	10.0	12.6	12	12	0

Unit Cruise Summary: WILSON UNIT 4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	44	46	3.8	1
RA	10	12	1.0	0
ALL	54	58	4.8	1

Unit Cruise Statistics (Cut + Leave Trees): WILSON UNIT 4

Sp	BA (sq ft/acre)	BA CV (%)		V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	153.3	42.8	12.4	130.7	16.7	2.5	20,036	46.0	12.6
RA	27.8	134.8	38.9	92.3	25.2	8.0	2,563	137.2	39.7
ALL	181.1	23.9	6.9	124.8	21.0	2.9	22,600	31.9	7.5

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	44	ALL	17.3	81	102	20,968	20,036	4.4	93.9	153.3	36.9	200.4
RA	LIVE	CUT	10	ALL	11.0	49	63	2,773	2,563	7.6	42.1	27.8	8.4	25.6
ALL	LIVE	CUT	54	ALL	15.6	71	90	23,741	22,600	4.8	136.0	181.1	45.2	226.0
ALL	ALL	ALL	54	ALL	15.6	71	90	23,741	22,600	4.8	136.0	181.1	45.2	226.0

Unit Sale Notice Volume (MBF): WILSON UNIT 5

				_	MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
DF	15.9	6.0	57	26	9	13	3	0		
RA	16.9			10	6		3			
WH	11.2			9		5	4			
ALL	14.4	6.0	57	45	15	19	10	0		

Unit Cruise Design: WILSON UNIT 5

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.0	1.8	3	3	0

Unit Cruise Summary: WILSON UNIT 5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	7	7	2.3	1
RA	3	3	1.0	0
WH	3	3	1.0	0
ALL	13	13	4.3	1

Unit Cruise Statistics (Cut + Leave Trees): WILSON UNIT 5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	93.3	89.2	51.5	139.4	16.6	6.3	13,010	90.7	51.9
RA	40.0	173.2	100.0	119.9	25.6	14.8	4,796	175.1	101.1
WH	40.0	100.0	57.7	115.1	20.0	11.6	4,604	102.0	58.9
ALL	173.3	26.6	15.4	129.3	19.6	5.4	22,410	33.1	16.3

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	15.9	82	104	13,156	13,010	1.1	67.7	93.3	23.4	26.0
RA	LIVE	CUT	3	ALL	16.9	63	80	5,587	4,796	14.2	25.7	40.0	9.7	9.6

793afe74-9975-4600-85c3-a3a07246c51b

September 14, 2022 13:02:41

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	3	ALL	11.2	57	70	4,675	4,604	1.5	58.5	40.0	12.0	9.2
ALL	LIVE	CUT	13	ALL	14.5	69	87	23,418	22,410	4.3	151.9	173.3	45.1	44.8
ALL	ALL	ALL	13	ALL	14.5	69	87	23,418	22,410	4.3	151.9	173.3	45.1	44.8

Unit Sale Notice Volume (MBF): WILSON UNIT 6

					MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
RA	17.0			8	5		2	1		
DF	16.0			4		3		1		
ALL	16.6			12	5	3	2	2		

Unit Cruise Design: WILSON UNIT 6

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2: VR, 2 BAF (40, 27.78 for some species) Measure All, Sighting Ht = 4.5 ft	1.0	0.7	1	1	0

Unit Cruise Summary: WILSON UNIT 6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	1	2	2.0	0
DF	1	1	1.0	0
ALL	2	3	3.0	0

Unit Cruise Statistics (Cut + Leave Trees): WILSON UNIT 6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	55.6	0.0	0.0	139.5	0.0	0.0	7,753	0.0	0.0
DF	40.0	0.0	0.0	106.0	0.0	0.0	4,240	0.0	0.0
ALL	95.6	0.0	0.0	125.5	18.9	13.4	11,993	18.9	13.4

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	16.0	68	85	4,813	4,240	11.9	28.6	40.0	10.0	4.2
RA	LIVE	CUT	1	ALL	17.0	79	98	7,753	7,753	0.0	35.2	55.6	13.5	7.8
ALL	LIVE	CUT	2	ALL	16.6	74	92	12,566	11,993	4.6	63.8	95.6	23.5	12.0
ALL	ALL	ALL	2	ALL	16.6	74	92	12,566	11,993	4.6	63.8	95.6	23.5	12.0



Notice of Decision

FPA/N No:	2940996	
Effective Date:	12/20/2022	
Expiration Date:	12/20/2025	
Shut Down Zone:	651S	
EARR Tax Credit:	Eligible	Non-eligible
Reference:	Wilson TBS	•
	30-092626	

Decision

Notification Accepted	Operations shall not begin before the effective date.			
	This Forest Practices Application is subject to the conditions listed below.			
Disapproved	This Forest Practices Application is disapproved for the reasons listed below.			
Withdrawn	Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).			
Closed	All forest practices obligations are met.			
FPA/N Classification			Number of Y	ears Granted on Multi-Year Request
Class II Class III	Class IVG	Class IVS	4 years	5 years

Conditions on Approval/Reasons for Disapproval

Timing Limitations on Type S and F water(s): All work below the ordinary high water mark shall only occur between July 16 and September 30.

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

**Correction to add timing window that was left off in error.

Issued By: Brian Wesemann	Region: Pacific Cascade
Title: Forest Practices Forester	Date: 12/20/2022
Copies to: Landowner, Timber Owner Operator	
Issued in person: Landowner 🖬 Timber Owner 🖬 Operator	Bx acqui Spahr

*

Appeal Information

You have thirty (30) days to *file* (i.e., *actually deliver*) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See <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 1111 Israel Road, SW Suite 301 Tumwater, WA 98501	Physical Address 1125 Washington Street, SE Olympia, WA 98504	Physical Address 601 Bond Road Castle Rock WA 98611
<u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Mailing Address</u> Post Office Box 280 Castle Rock WA 98611

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

Other Applicable Laws

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

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

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

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

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

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

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

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

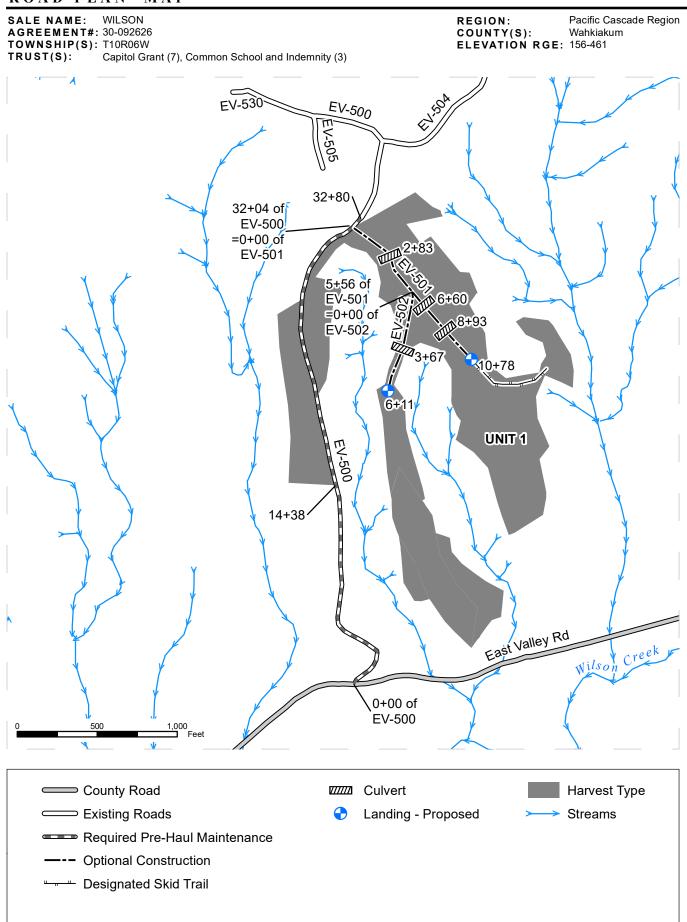
DNR Affidavit of Mailing

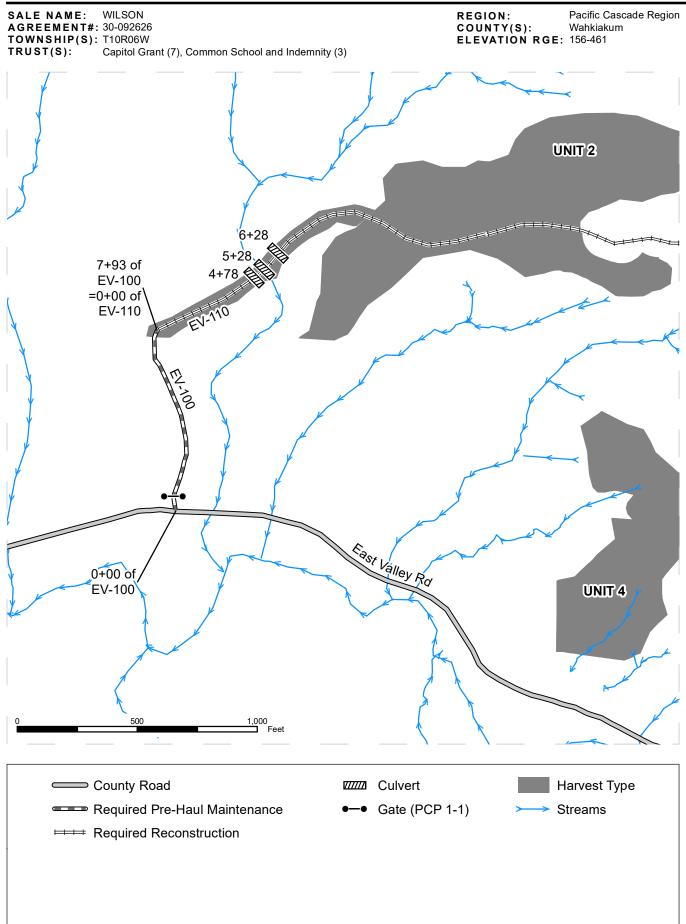
On this day ______ I placed in the United States mail at <u>Castle Rock</u>, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA #______

(Printed Name)

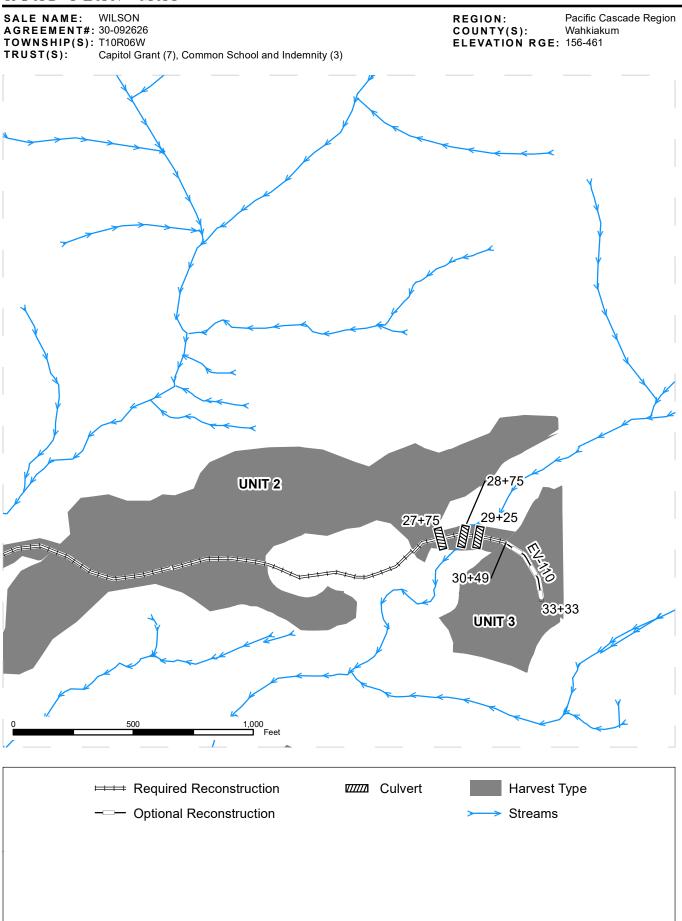
(Signature)

ROAD PLAN MAP

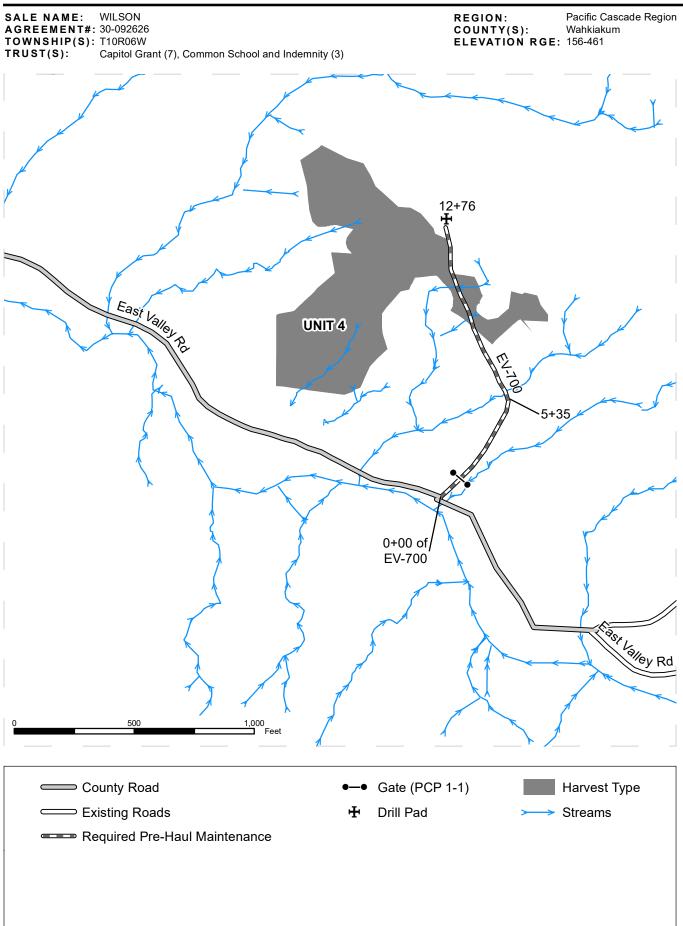




ROAD PLAN MAP



ROAD PLAN MAP



STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

WILSON TIMBER SALE ROAD PLAN WAHKIAKUM COUNTY ST HELENS DISTRICT PACIFIC CASCADE REGION

AGREEMENT NO.: 30-092626

STAFF ENGINEER: BRETT WALLACHY

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.

<u>Road</u>	Stations	<u>Түре</u>
EV-100	0+00 to 7+93	Pre-haul maintenance
EV-110	0+00 to 30+49	Reconstruction
EV-500	0+00 to 32+80	Pre-haul maintenance
EV-700	0+00 to 12+76	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>
EV-110	30+49 to 33+33	Reconstruction
EV-501	0+00 to 10+78	Construction
EV-502	0+00 to 6+11	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to: clearing and grubbing; excavation, embankment, and fill; landing, turnaround, and ditch construction; acquisition and installation of drainage structures; shaping and compaction; acquisition and application of rock; acquisition and application of erosion control.

0-5 RECONSTRUCTION

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

Road	<u>Requirements</u>
EV-110	Clearing and grubbing, widening the road prism, culverts, shaping and compaction,
	erosion control

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Requirements</u>
EV-100	
EV-500	Brushing, maintenance grading, rock
EV-700	

0-10 ABANDONMENT

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

SECTION 1 - GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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.

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 3 business days before the closure of any road.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

WILSON

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

Stakes, orange ribbon, orange paint, and aluminum tags

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for timber haul, 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:

- Brushing
- Maintenance grading
- Subgrade construction and reconstruction
- Culvert installations
- Shaping & compaction
- Rock application & compaction
- Post-construction and reconstruction erosion control application
- Abandonment
- Post-abandonment erosion control application

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. Restrictions for hauling forest products are specified in Contract Clause H-131 HAULING SCHEDULE.

<u>Activity</u>	<u>Closure Period</u>
Road construction and reconstruction	October 1 to April 30
Fish stream work	Weekends and State recognized holidays. Refer to the approved FPA for the permitted work season. Temporary fish stream crossing must be installed and removed in the same season.

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-131 HAULING SCHEDULE, Purchaser shall provide and comply with a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 6 inches on jaw run and pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 8 inches on native surface 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. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

1-43 ROAD WORK AROUND UTILITIES

Road work is in close proximity to a utility. 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.

Road	Stations	Utility	Utility Contact
EV-100	0+00 to 1+00		
EV-500	0+00 to 1+00	Overhead and/or underground	811
EV-700	0+00 to 1+00		
EV-700	12+76	Buried well head. Avoid ground disturbance on	?
		and around the drill pad.	

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain road(s) in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s) Purchaser shall use a grader to shape the existing surface before rock application. Purchaser shall accomplish all grading using a motor grader.

<u>Road</u>	Stations	<u>Requirements</u>
EV-100	0+00 to 7+93	
EV-500	0+00 to 32+80	Grade, shape, apply specified rock, compact
EV-700	0+00 to 12+76	

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 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>	Stations
EV-100	0+00 to 7+93
EV-500	0+00 to 14+38
EV-700	0+00 to 12+76

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 5 feet high between the marked right-of-way boundaries, 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.

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the grubbing limits, on the downhill side of the road, and in compliance with all other clauses in this road plan. Stumps must be stable.

3-20 ORGANIC DEBRIS DEFINITION

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

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 timber haul.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located as listed below.

<u>Road</u>	Disposal Location	<u>Requirements</u>
EV-110	4+28	Within road prism, for abandonment only
EV-110	6+28	
EV-110	27+75	
EV-110	29+75	
EV-700	4+35	
EV-700	6+35	

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.
- On the uphill side of the road.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the grubbing limits on the downhill side of the road unless otherwise detailed in this road plan.

3-30 EXCLUSION OF DOZER BLADES

Purchaser shall not use dozer blades for the piling of organic debris.

3-31 PILING

Purchaser shall pile organic debris no closer than 3 feet from standing timber in areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS. Piles must be free of rock and soil.

3-32 END HAULING ORGANIC DEBRIS

On slopes greater than 45%, Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS.

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.
- Culverts at live stream crossings must be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 12% in 100 feet.
- Maximum grade change for crest vertical curves is 8% in 100 feet.

4-5 CUT SLOPE RATIO

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

Excavation Slope RatioExcavation Slope Percent1:1100

4-6 EMBANKMENT SLOPE RATIO

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

Embankment Slope Ratio	Embankment Slope Percent
1½:1	67

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.

4-10 WIDEN THE EXISTING SUBGRADE

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

<u>Road</u>	Stations
EV-110	0+00 to 33+33

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified as needed. 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. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	Waste Area Location	<u>Requirements</u>
EV-110	4+28	
EV-110	6+28	
EV-110	27+75	Within road prices for abandonment only
EV-110	29+75	Within road prism, for abandonment only
EV-700	4+35	
EV-700	6+35	

4-38 PROHIBITED WASTE DISPOSAL AREAS

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

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

4-48 NATIVE MATERIAL

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

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

5-1 REMOVAL OF SHOULDER BERMS

Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

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 may be new or used material and must meet the specifications in Clauses 10-15 through 10-24.

5-6 CULVERT TYPE

On the following road(s), Purchaser shall install culverts made of plastic in accordance with Clauses 10-15 through 10-24.

<u>Road</u>	Stations
EV-501	0+00 to 10+78
EV-502	0+00 to 6+11

5-7 USED CULVERT MATERIAL

On temporary roads, Purchaser may install used culverts. All other roads must have new culverts installed.

5-8 TEMPORARY STREAM CULVERT INSTALLATION

Purchaser shall install temporary culverts as shown in the CULVERT LIST. Temporary stream culverts must be located in the natural channel of the stream. Temporary culverts must be installed and removed within the permitted work season listed in the FPA.

Road	Stations
EV-110	5+28
EV-110	28+75

5-10 CULVERT MARKER INSTALLATION

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

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 Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 20 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 24 inches in diameter and over before backfilling.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

All 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 at all culverts on the CULVERT LIST that specify the placement of rock at the outlet. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts on the CULVERT LIST that specify the placement of rock at the inlet. Rock may not restrict the flow of water into culvert inlets or catch basins. The type and quantity of rock used for headwalls shall be as specified on the CULVERT LIST.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 100 feet.

SECTION 6 - ROCK AND SURFACING

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST shall 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.

Possible Source	<u>Phone</u>
Burns Construction	360-957-4183

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. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	55 - 75%
% Passing U.S. #4 sieve	20 - 50%
Of the fraction passing the No. 4 sie	ve, 40% to 60% must pass the No. 10 sieve.

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

6-37 4-INCH JAW RUN ROCK

% Passing 4" square sieve % Passing U.S. #40 sieve % Passing U.S. #200 sieve 95% 16% maximum 5% maximum

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) 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 replacement, culvert, landing, and turnaround rock is on a cubic yard truck measure basis. 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 as shown in ROCK ACCOUNTABILITY DETAIL and shall give them to the Contract Administrator on a weekly basis during rocking operations.

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

6-75 OPTIONAL ROCK EXCEPTION

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

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

Road	Stations
EV-501	0+00 to 10+78
EV-502	0+00 to 6+11

6-76 DRY WEATHER ROCK COMPACTION

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

SECTION 7 – STRUCTURES

7-6 STREAM CROSSING INSTALLATION

Purchaser shall install stream crossing structures in accordance with the approved FPA, EV-110 CROSSING DETAIL, LIVE STREAM CULVERT INSTALLATION PROCEDURE, CULVERT AND DRAINAGE SPECIFICATION DETAIL, and any other requirements in this road plan.

SECTION 8 – EROSION CONTROL

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.

8-15 REVEGETATION

Purchaser shall spread grass seed on all exposed soils resulting from road work activities. Required seed not spread by the termination of this contract will become the property of the state.

Road	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>
EV-110	0+00 to 30+49	84	Abandonment
EV-110	30+49 to 33+33	8	Abandonment
EV-501	0+00 to 10+78	54	Construction
EV-502	0+00 to 6+11	31	Construction
EV-700	4+35 to 12+76	23	Abandonment

*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.

8-17 REVEGETATION TIMING

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

8-25 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 in Mixture	<u>% by Weight</u>
Ryegrass	35-45
Fescue	30-40
Highland Bent	5-15
White Clover	10-20
Inert and Other Crop	0.5

SECTION 9 - POST-HAUL ROAD WORK

9-2 CULVERT REMOVAL FROM LIVE STREAM

On the following road(s), Purchaser shall remove existing culverts from live streams and leave the resulting channel open with excavation slope and excavated channel width as specified. Place excavated material in a waste area designated in Clause 4-37 WASTE AREA LOCATION. Culvert removal from live streams must be in accordance with the approved FPA, LIVE STREAM CULVERT REMOVAL PROCEDURE, and any other requirements in this road plan.

<u>Road</u>	<u>Stations</u>	Excavated Channel Width	<u>Slope Ratio</u>	<u>Comments</u>
EV-700	5+35	_	-	Per EV-700 ABANDONMENT
				DETAIL

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads in accordance with the approved FPA.

<u>Road</u>	Stations
EV-110	0+00 to 33+33
EV-700	4+35 to 12+76

9-22 ABANDONMENT

- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1:1.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 50 feet of any live stream, with a 4-inch deep layer of straw.

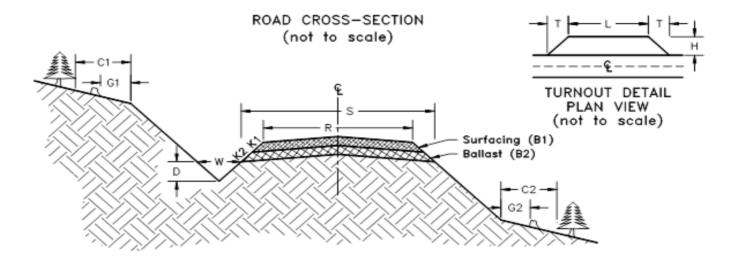
SECTION 10 MATERIALS

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.

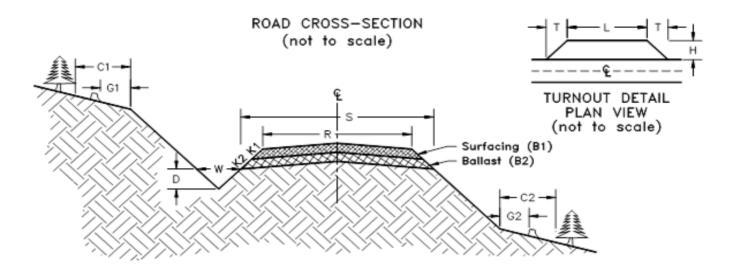
10-22 PLASTIC BAND

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.



				<u>Width</u>	<u>Width (ft)</u>		h (ft)	<u>Grubbin</u>		bing	g <u>Clearing</u>	
<u>Road</u>	<u>From</u>	<u>To</u>	<u>Tolerance</u>	<u>Subgrade</u>	<u>Road</u>	<u>Width</u>	<u>Depth</u>		<u>Limits (ft)</u>		Limits (ft	
<u>Name</u>	Station	<u>Station</u>	<u>Class</u>	<u>S</u>	<u>R</u>	<u>W</u>	<u>D</u>	<u>Crown (%)</u>	<u>G1</u>	<u>G2</u>	<u>C1</u>	<u>C2</u>
EV-100	0+00	7+93	Α	-	12	-	-	4	-	-	-	-
EV-110	0+00	30+49	В	16	12	3	1	4	0	0	0	0
EV-110	30+49	33+33	В	16	12	3	1	4	0	0	0	0
EV-500	0+00	32+80	Α	-	12	-	-	4	-	-	-	-
EV-501	0+00	10+78	С	16	12	3	1	4	5	5	10	10
EV-502	0+00	6+11	С	16	12	3	1	4	5	5	10	10
EV-700	0+00	12+76	А	-	12	-	-	4	-	-	-	-

ROCK LIST (Page 1 of 1)



1 1/4-INCH MINUS CRUSHED ROCK

				<u>Compacted</u>				<u>Rock</u>			
				<u>Rock</u>	<u>CY/</u>	<u>No.</u>	<u>CY</u>	<u>Source</u>	<u>Tur</u>	nout	(ft)
<u>Road</u>		<u>From</u>	<u>To</u>	<u>Depth (in)</u>	<u>Station</u>	<u>Stations</u>	<u>Subtotal</u>	Commercial	<u> L </u>	<u> H </u>	<u> </u>
EV-100	-	0+00	7+93	3	16	7.93	129				
EV-110	-	Culvert	-	-	-	-	90				
EV-500	-	0+00	14+38	3	16	14.38	234				
EV-500	-	14+38	32+80	Replac	cement re	ock	18				
EV-700	-	0+00	12+76	Replacement rock			12				

REQUIRED 1 1/4-INCH MINUS CRUSHED ROCK TOTAL 483 Cubic Yards

4-INCH JAW RUN ROCK

				Compacted Rock		<u>Rock</u>					
				<u>Rock</u>	<u>CY/</u>	<u>No.</u>	<u>CY</u>	<u>Source</u>	Tu	nout	(ft)
<u>Road</u>		<u>From</u>	<u>To</u>	<u>Depth (in)</u>	<u>Station</u>	Stations	<u>Subtotal</u>	Commercial		<u>H</u>	<u> </u>
EV-501	*	0+00	10+78	18	98	10.78	1,051				
EV-501	*	Landing	10+78	-	-	-	95				
EV-501	*	Turnaround	9+78	-	-	-	63				
EV-501	*	Culvert	-	-	-	-	6				
EV-502	*	0+00	6+11	18	98	6.11	596				
EV-502	*	Landing	6+11	-	-	-	95				
EV-502	*	Turnaround	5+11	-	-	-	63				
EV-502	*	Culvert	-	-	-	-	2				

OPTIONAL 4-INCH JAW RUN ROCK TOTAL <u>1969</u> Cubic Yards

* Optional rock, see Road Plan Clause 6-75

CULVERT LIST

<u>Road</u>		<u>Culvert</u>	Length (ft)	Er	osion rock		Bed	ding/backfill	Construction Culvert marker			
<u>Name</u>	Station	Diameter (in)	Culvert	Inlet (CY)	Outlet (CY)	Type	(CY)	Туре	Staked (Y/N)	Inlet (Y/N)	Outlet (Y/N)	<u>Remarks</u>
EV-110	4+78	18	30	-	-	-	-	NT	N	N	N	Disconnect
EV-110	5+28	48	60	-	-	-	60	CR	N	N	N	Temp T3 xing
EV-110	6+28	18	30	-	-	-	-	NT	N	N	N	Disconnect
EV-110	27+75	18	30	-	-	-	-	NT	N	N	N	Disconnect
EV-110	28+75	24	60	-	-	-	30	CR	N	N	N	Temp T4 xing
EV-110	29+25	18	30	-	-	-	-	NT	N	N	N	Disconnect
EV-501	2+83	18	30	1	1	4"	-	NT	N	Y	Y	Cross drain
EV-501	6+60	18	40	1	1	4"	-	NT	N	Y	Y	Cross drain
EV-501	8+93	18	30	1	1	4"	-	NT	N	Y	Y	Cross drain
EV-502	3+67	18	30	1	1	4"	-	NT	N	Y	Y	Cross drain
EV-700	5+35	-	-	-	-	-	-	-	-	-	-	T3 xing removal

Key

CR- 1 1/4-INCH MINUS CRUSHED ROCK

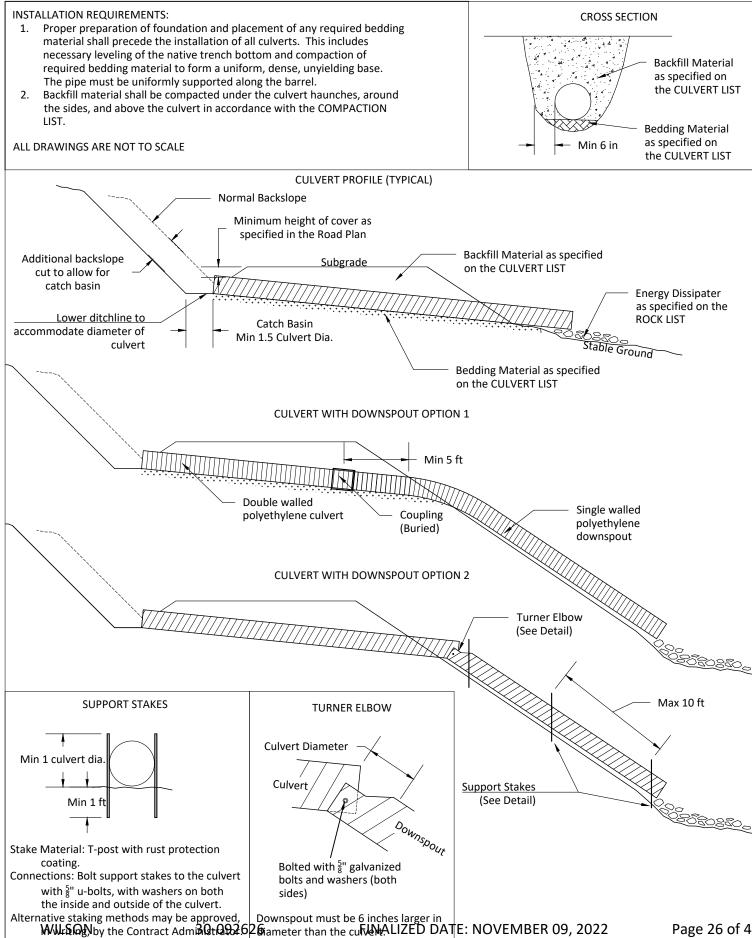
4"- 4-INCH JAW RUN ROCK

NT- NATIVE MATERIAL

COMPACTION LIST

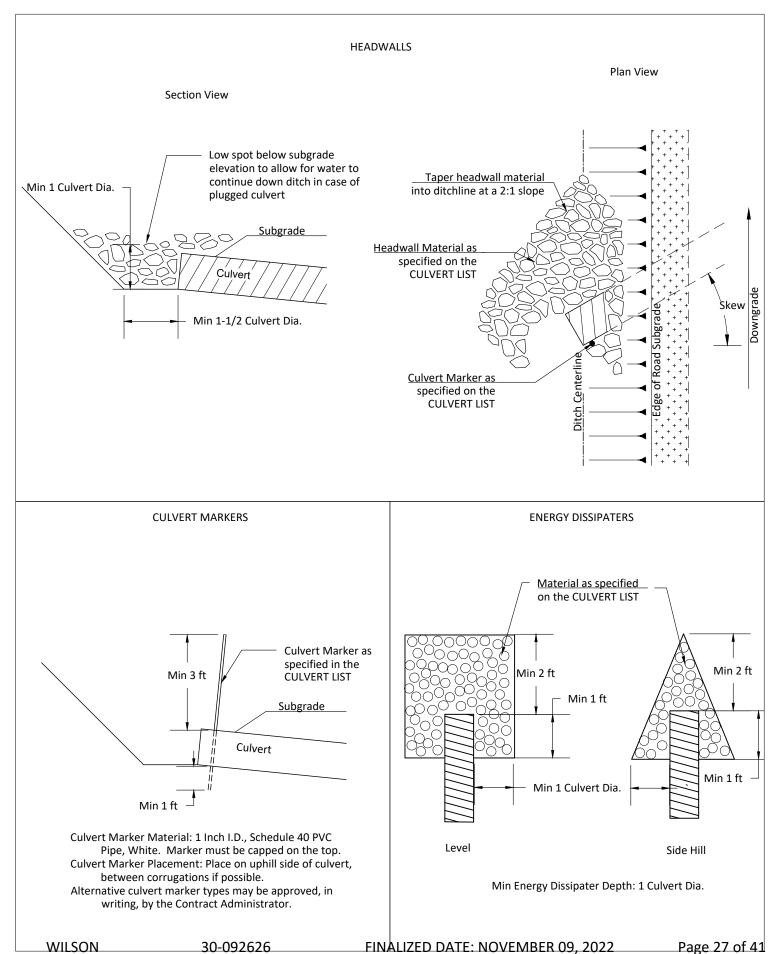
				Maximum				<u>Maximum</u>	<u>Maximum</u>
				<u>Depth</u>		<u>Equipment</u>	<u>Minimum</u>	Operating	Amount of
<u>Road</u>	<u>From</u>	<u>To</u>		<u>Per Lift</u>	<u>Equipment</u>	<u>Weight</u>	<u>Number</u>	<u>Speed</u>	Deflection
<u>Name</u>	<u>Station</u>	Station	<u>Туре</u>	<u>(inches)</u>	<u>Type</u>	<u>(pounds)</u>	of Passes	<u>(MPH)</u>	<u>(inches)</u>
					Vibratory				
All	-	-	Existing Surface	-	Smooth	20000	5	3	1
					Drum				
					Vibratory				
All	-	-	Subgrade	-	Smooth	20000	4	3	1
					Drum				
All	-	-	Embankment	12	Excavation	30000	4	3	2
All	-	-	Fill	24	Excavation	30000	4	3	2
					Vibratory				
All	-	-	Rock	-	Smooth	20000	5	3	1
					Drum				
All	-	-	Waste Area	24	Excavation	30000	-	-	4

CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 1 OF 2



Page 26 of 41

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 with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS Page 2 of 2

Preventative Maintenance

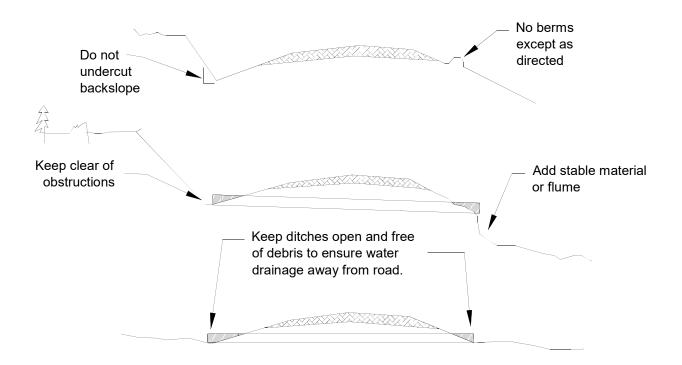
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

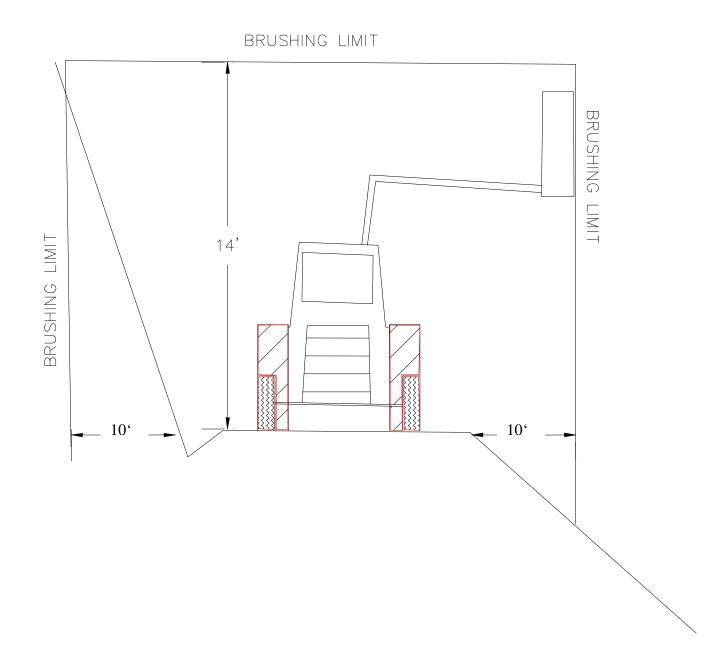
Termination of Use or End of Season

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

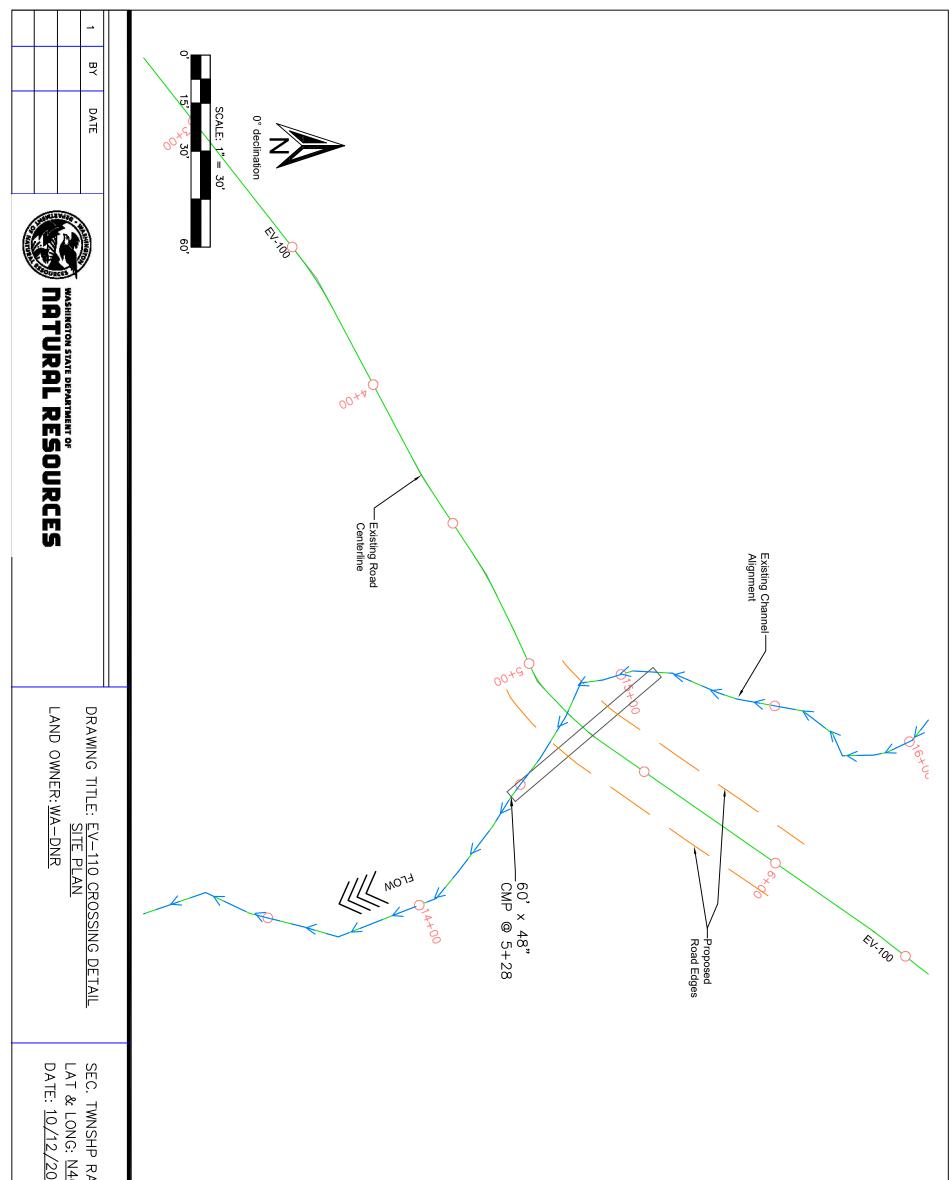
Debris

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

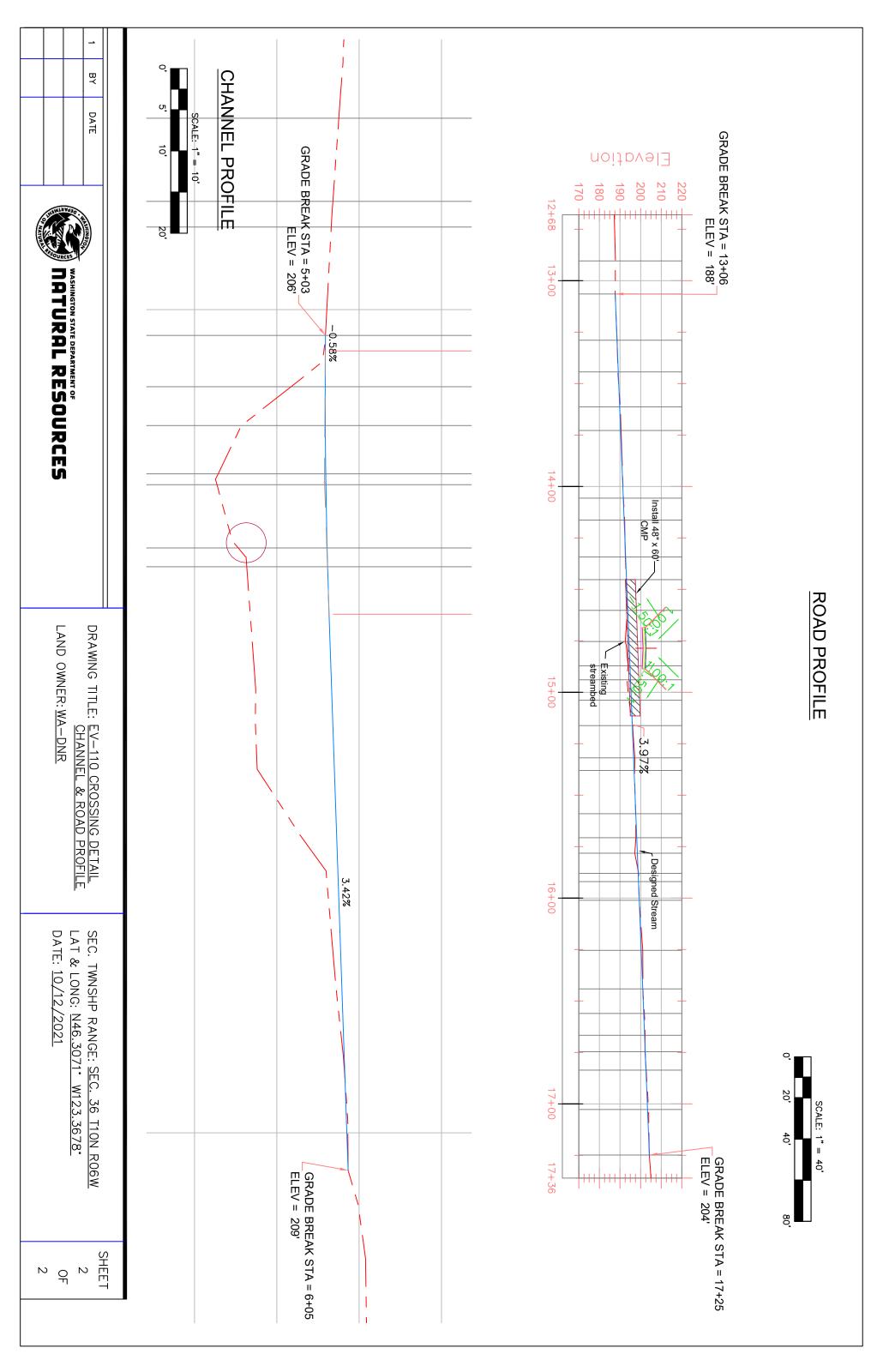




Page 30 of 41



RANGE: <u>SEC. 36 T10N R06W</u> 4 <u>6.3071* W123.3678*</u> 1 <u>021</u>	
SHEET 1 OF 2	



LIVE STREAM CULVERT INSTALLATION PROCEDURE

Order of work is as follows, deviations must be approved in writing by the Contract Administrator.

- 1) Purchaser shall notify the Contract Administrator of intent to install each live stream culvert.
- 2) Assemble the items on the Materials List onsite before proceeding.
- 3) Culvert installation may not start during rain or forecast of rain.
- 4) Manage stream water according to the DEWATERING DETAIL.
- 5) Establish culvert lay, install energy dissipater, install culvert, build road fill, and place fill armor.
- 6) Backfill sumps.
- 7) Apply erosion control according to Section 8 of the Road Plan.

Materials List:

- pumps
- culvert rock
- culvert
- fill material
- grass seed
- straw bales

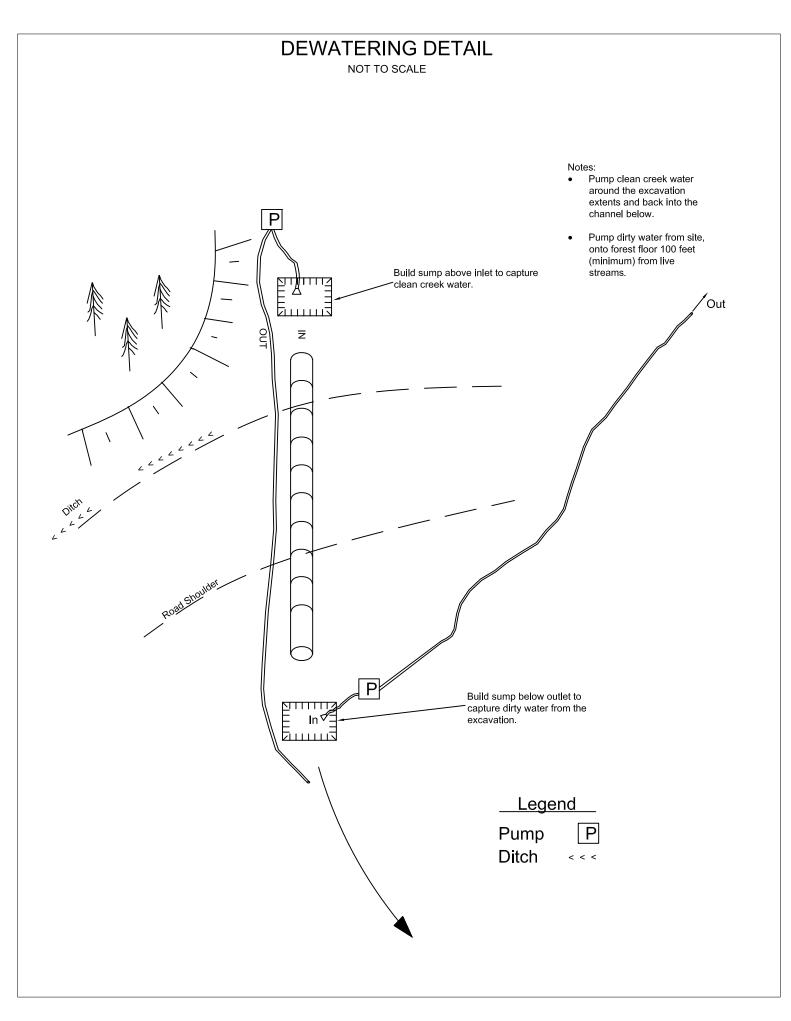
LIVE STREAM CULVERT REMOVAL PROCEDURE

Order of work is as follows, deviations shall be approved, in writing, by the Contract Administrator.

- 1) Purchaser shall notify the Contract Administrator of intent to remove each live stream culvert.
- 2) Assemble the items on the Materials List onsite before proceeding.
- 3) Culvert removal should not start during rain or forecast of rain.
- 4) Manage stream water according to the DEWATERING DETAIL.
- 5) Remove fill, remove culvert.
- 6) Backfill sumps.
- 7) Apply erosion control according to Section 8 of the Road Plan.

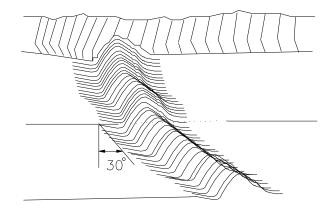
Materials List:

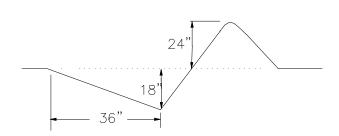
- pumps
- grass seed
- straw bales

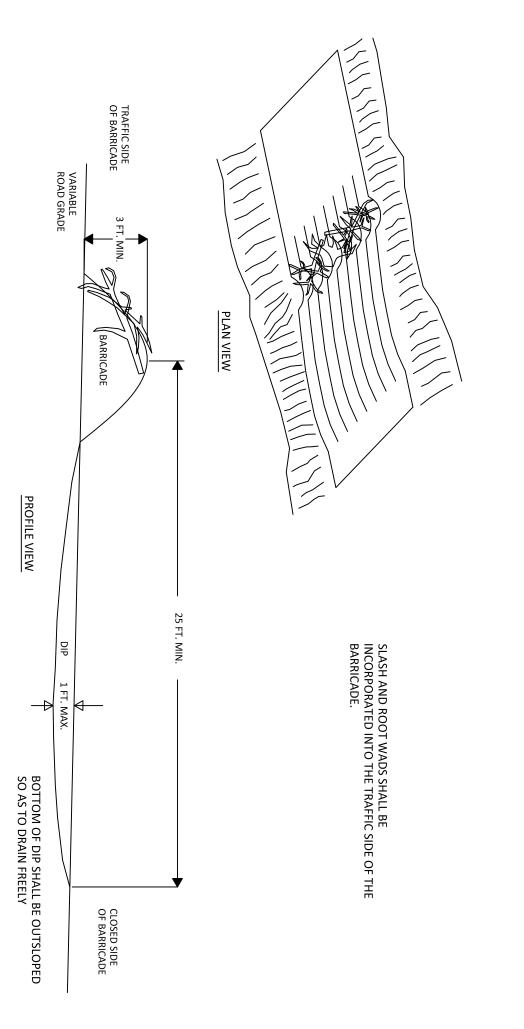


WILSON

NON-DRIVABLE WATER BAR DETAIL







EARTHEN BARRICADE DETAIL

ROCK ACCOUNTABILITY DETAIL

SALE NAME: _____

Agreement #: _____

Rock Quarry/Pit:_____

Purchaser:_____
Contractor:_____

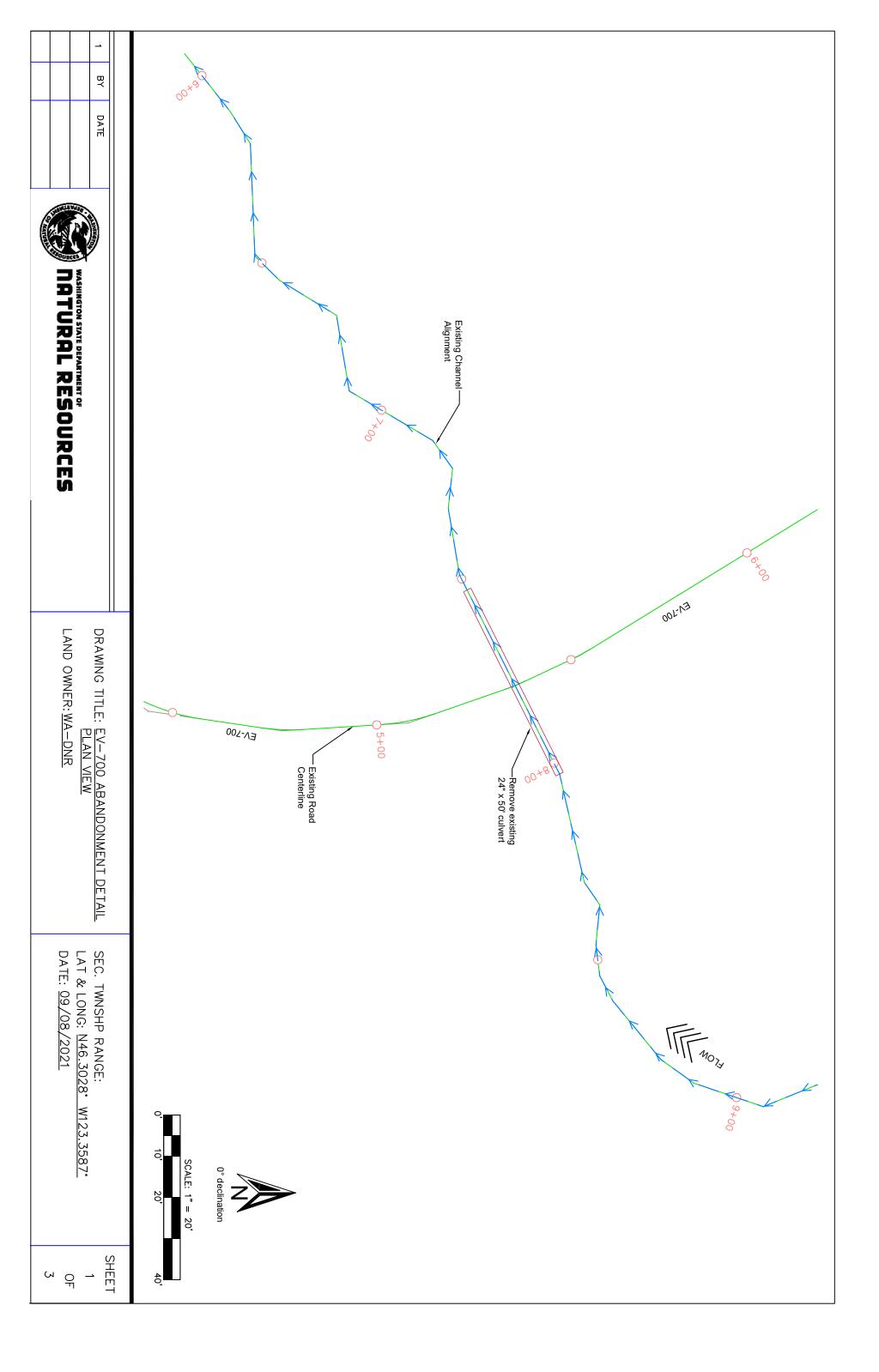
Truck No:_____

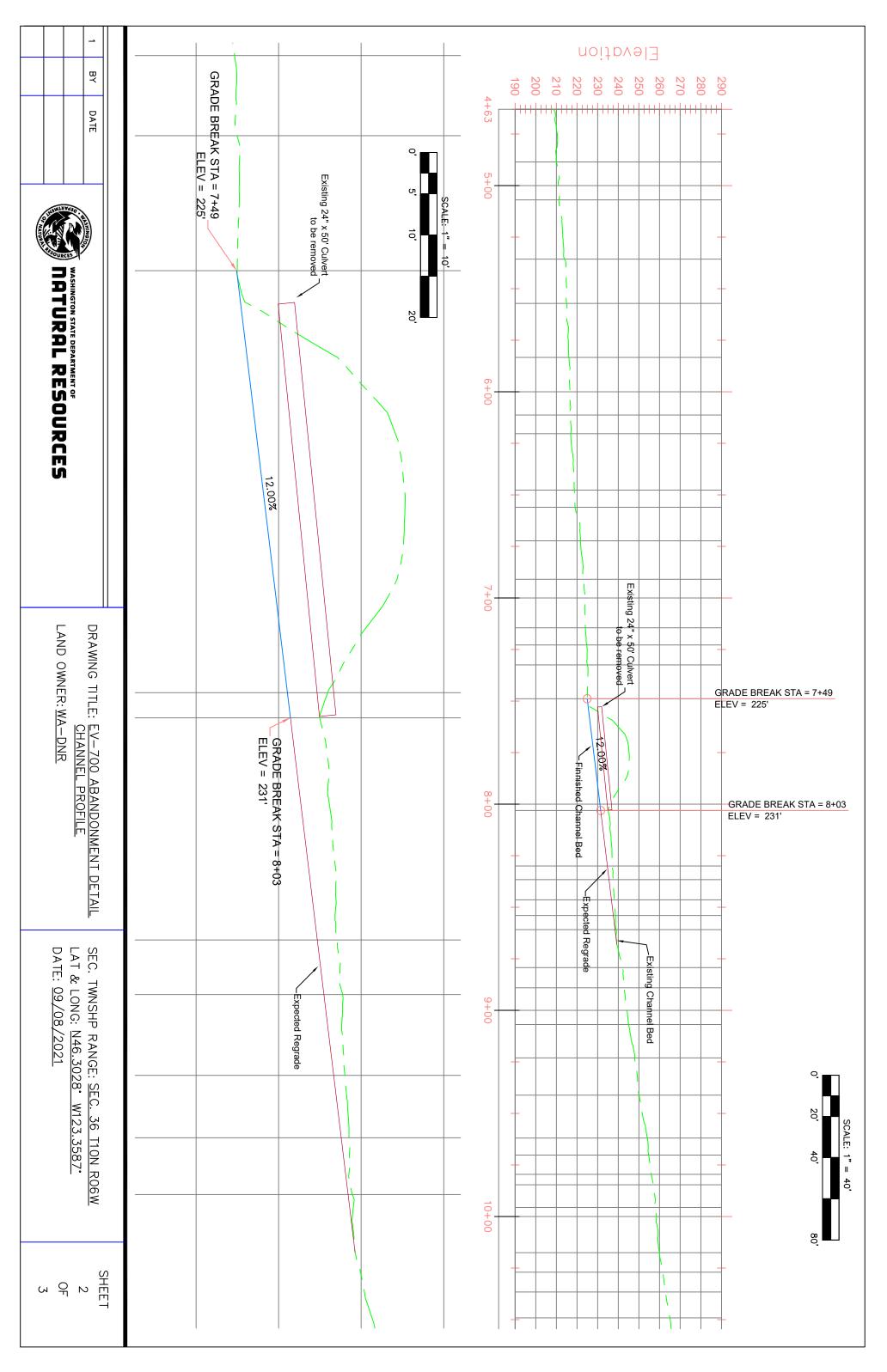
DAILY ROCK LOAD RECORD										
DATE	LOADLOADCOMMENTSDATETIMEROAD NO.TYPE OF ROCKQUANTITY									
				-						
l										

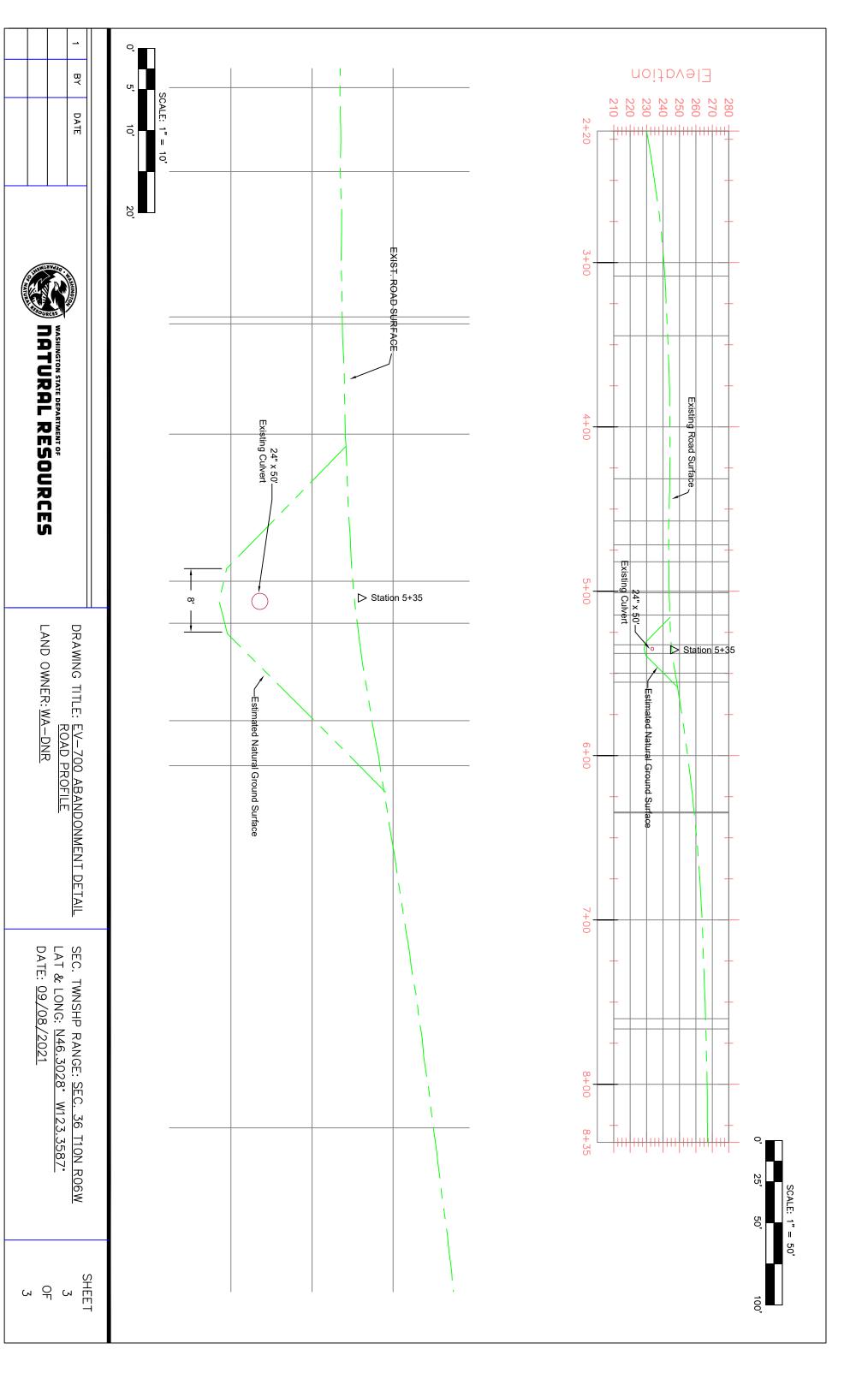
Truck Driver Signature

SIGNATURE

DATE







SUMMARY Road Development Estimate REGION Pacific Cascade DISTRICT St Helens

SALE/PROJECT NAME	Wilson		AGREEMENT NO. 30-092626				
ROAD NAME	EV-50	1, EV-502	E	V-110	EV-100, EV-500, EV-700		
ROAD STANDARD	Con	struction	Reco	nstruction	Maintenance		
NUMBER OF STATIONS		16.89	3	3.33	53.49		
CLEARING & GRUBBING	\$	3,263	\$	3,173	\$ -		
EXCAVATION AND FILL	\$	5,811	\$	5,399	\$ -		
MISC. MAINTENANCE	\$	285	\$	630	\$ 1,834		
ROAD ROCK	Optional \$ Required \$ Total \$	56,510 - 56,510		- 2,810 2,810	\$ - \$ 12,759 \$ 12,759		
ROCK STOCKPILE PROD	\$	-	\$	-	\$ -		
CULVERTS AND FLUMES	\$	2,439	\$	7,738	\$ -		
STRUCTURES	\$	-	\$	-	\$ -		
MOBILIZATION	\$	2,300	\$	2,300	\$ 2,300		
TOTAL COSTS	\$	70,608	\$	22,050	\$ 16,893		
COST PER STATION	\$	4,180	\$	662	\$ 316		

ROAD DEACTIVATION & ABANDONMENT COSTS \$ 20,217

TOTAL (All Roads) \$129,769

- TOTAL (Minus Optional Rock) \$73,258
 - SALE VOLUME MBF 3407
 - TOTAL \$/MBF \$ 38.09

TOTAL \$/MBF (Minus Optional Rock) \$ 21.50

ESTIMATED BY Brett Wallachy

ROCK SOURCE SUMMARY

SALE/PROJECT NAME Wilson CONTRACT # 30-092626

ASSUMED COMMERCIAL SOURCE Burns Construction ASSUMED ROCK SWELL FACTOR LOOSE/COMPACTED 1.25 ASSUMED ROCK DENSITY TONS/CY 1.3

ROCK PURCHASE			
1 1/4-INCH MINUS CRUSHED ROCK	\$ 15.60 per CY x	483	\$ 7,530
4-INCH JAW RUN ROCK	\$ 13.00 per CY x	1969	\$ 25,594

MISCELLANEOUS TOTAL \$ 33,124

SALE/PROJECT NAME Wilson CONTRACT # 30-092626

PRE-HAUL/CONSTRUCTION EQUIPMENT

MOBILIZATION						
Grader	\$1	,000	each x	1	\$1	L,000
Dump truck	\$	100	each x	2	\$	200
Dozer, small	\$	500	each x	1	\$	500
Dozer, large	\$1	,000	each x	1	\$1	L,000
Brusher	\$	500	each x	1	\$	500
Excavator, small	\$	500	each x	1	\$	500
Excavator, large	\$1	,000	each x	1	\$1	L,000
Roller	\$	500	each x	1	\$	500
PRE-HAUL/CONSTR	RUC	TION	SUBTOT	AL	\$5	5,200

POST-HAUL/ABANDONMENT EQUIPMENT

MOBILIZATION						
Dump truck	\$	100	each x	2	\$	200
Dozer, small	\$	500	each x	1	\$	500
Excavator, large	\$1	,000,	each x	1	\$ 2	1,000
POST-HAUL/ABAND	ONN	1ENT	SUBTOT	AL	\$ 2	1,700

MOBILIZATION TOTAL \$6,900

SALE/PROJECT NAME Wilson CONTRACT # 30-092626 ROAD NAME EV-100

Required pre-haul maintenance (stations) 7+93 Distance to commercial rock (miles) 14.00

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE	-					
Brushing	\$	21.94	per station x	7.93		\$ 174
Maintenance grading	\$	13.26	per station x	7.93		\$ 105
Maintenance rolling	\$	9.09	per station x	7.93		\$ 72
ROAD ROCK REQUIRED						
Rock haul	\$	97.00	per hour x	20 round trip haul (miles)	28.15	\$ 1,968
Spread & roll rock	\$	2.04	per CY x	129		\$ 262

TOTAL ROAD COST \$ 2,581

SALE/PROJECT NAME V	Vilson
CONTRACT # 3	0-092626
ROAD NAME E	V-110

	Require Distance Optior Distance	ed recons to comm nal recons to comm	d length (stations) truction (stations) hercial rock (miles) truction (stations) hercial rock (miles) onment (stations)) 30+49) 14.15) 2+84) 14.73			
	REQUIRED	RECONST	RUCTION 0+00 to	30+49			
CLEARING & GRUBBING Clearing & grubbing	\$	95.20	per station x	30.49		\$	2,903
EXCAVATION AND FILL							
Reconstruction	\$	138.00	per station x	30.49		\$	4,208
Shape & compact subgrade	\$	23.99	per station x	30.49		\$	731
MISC. MAINTENANCE							
Straw mulching	\$	3,151.40	per acre x	0.2		\$	630
ROAD ROCK							
REQUIRED							
Rock haul	\$	97.00	per hour x	14.5 r	ound trip haul (miles) 28.88	\$	1,406
CULVERTS AND FLUMES							
18" Polyethylene, double wall	\$		per foot x	120			2,096
24" Polyethylene, double wall	\$		per foot x	60			1,469
48" Corrugated Metal Pipe	\$	66.74	per foot x	60			4,004
Live water installation, diversion/pumping	\$	84.00	each x	2		\$	168
ROAD DEACTIVATION & ABANDONMENT							
Light abandonment	\$		per station x	30.49			3,116
Fill removal	\$		per cubic yard x	1000			2,300
Fill removal	\$		per cubic yard x	1000			4,825
Live water removal, diversion/pumping	\$		each x	2		\$	168
Cross drain removal and disposal	\$		each x	4		\$	972
Stream culvert removal and disposal	\$		each x	2		\$ \$	654 281
Grass seeding Straw mulching	\$		per pound x per acre x	84 0.4		ې \$	281 1,261
	Ļ	5,151.40		0.4		Ļ	1,201
				REQUIREI	D RECONSTRUCTION SUBTOTAL	\$	31,192
CLEARING & GRUBBING	OPTIONAL I	RECONSTI	RUCTION 30+49 to	33+33			
Clearing & grubbing	\$	95.20	per station x	2.84		\$	270
EXCAVATION AND FILL							
Reconstruction	\$	138.00	per station x	2.84		\$	392
Shape & compact subgrade	\$		per station x	2.84		\$	68
ROAD DEACTIVATION & ABANDONMENT							
Light abandonment	\$	102.20	per station x	2.84		\$	290
Grass seeding	\$		per pound x	8		\$	26
							4 9 4 7

OPTIONAL RECONSTRUCTION SUBTOTAL \$ 1,047

TOTAL ROAD COST \$ 32,239

SALE/PROJECT NAME Wilson CONTRACT # 30-092626 ROAD NAME EV-500

Required pre-haul maintenance (stations) 32+80 Distance to commercial rock (miles) 13.50

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE			
Brushing	\$ 21.94 per station x	14.38	\$ 316
Maintenance grading	\$ 13.26 per station x	32.80	\$ 435
Maintenance rolling	\$ 9.09 per station x	18.42	\$ 167
ROAD ROCK			
REQUIRED			
Rock haul	\$ 97.00 per hour x	38 round trip haul (miles)	27.27 \$ 3,733
Spread & compact rock	\$ 2.04 per CY x	234	\$ 476

TOTAL ROAD COST \$ 5,127

SALE/PROJECT NAME Wilson CONTRACT # 30-092626 ROAD NAME EV-501

Optional construction (stations) 10+78 Distance to commercial rock (miles) 14.12

	OF	OPTIONAL CONSTRUCTION						
CLEARING & GRUBBING Clearing & grubbing	\$	193.20	per station x	10.78	\$ 2,083			
EXCAVATION AND FILL								
Construction	\$	276.00	per station x	10.78	\$ 2,975			
Landing	\$	186.00	each x	1	\$ 186			
Turnaround	\$	186.00	each x	1	\$ 186			
Shape & compact subgrade	\$	23.99	per station x	10.78	\$ 259			
MISC. MAINTENANCE								
Grass seeding	\$	3.34	per pound x	54	\$ 182			
ROAD ROCK								
OPTIONAL								
Rock haul	\$	97.00	per hour x	192 round trip haul (miles)	28.45 \$ 18,620			
Spread & compact rock	\$	2.04	per CY x	192	\$ 391			
CULVERTS AND FLUMES								
18" Polyethylene, double wall	\$	17.47	per foot x	100	\$ 1,747			
Culvert marker	\$	21.00	each x	6	\$ 126			

TOTAL ROAD COST \$ 26,754

SALE/PROJECT NAME Wilson CONTRACT # 30-092626 ROAD NAME EV-502

Optional construction (stations) 6+11 Distance to commercial rock (miles) 14.25

	OP	TIONAL C	ONSTRUCTION				
CLEARING & GRUBBING Clearing & grubbing	\$	193.20	per station x	6.11	\$	5 1	L,180
EXCAVATION AND FILL							
Construction	\$	276.00	per station x	6.11	\$	5 1	L,686
Landing	\$	186.00	each x	1	\$	5	186
Turnaround	\$	186.00	each x	1	\$	5	186
Shape & compact subgrade	\$	23.99	per station x	6.11	\$	5	147
MISC. MAINTENANCE							
Grass seeding	\$	3.34	per pound x	31	\$	5	103
ROAD ROCK							
OPTIONAL							
Rock haul	\$	97.00	per hour x	120 round trip haul (miles)	28.61 \$	5 11	L,661
Spread & compact rock	\$	2.04	per CY x	120	\$	5	245
CULVERTS AND FLUMES							
18" Polyethylene, double wall	\$	17.47	per foot x	30	\$	5	524
Culvert marker	\$	21.00	each x	2	\$	5	42

TOTAL ROAD COST \$ 15,960

SALE/PROJECT NAME Wilson CONTRACT # 30-092626 ROAD NAME EV-700

Total road length (stations) 12+76 Required pre-haul maintenance (stations) 12+76 Distance to commercial rock (miles) 14.40 Required abandonment (stations) 8+41

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE						
Brushing	\$	21.94	per station x	12.76	\$	280
Maintenance grading	\$	13.26	per station x	12.76	\$	169
Maintenance rolling	\$	9.09	per station x	12.76	\$	116
ROAD ROCK						
REQUIRED						
Rock haul	\$	97.00	per hour x	2.0 round trip haul (miles)	29.04 \$	194
REQUIRED PRE-HAUL MAINTENANCE SUBTOTAL \$					BTOTAL \$	759

REQUIRED ABANDONMENT 4+35 to 12+76

ROAD DEACTIVATION & ABANDONMENT				
Light abandonment	\$ 1	102.20 per station x	8.41	\$ 860
Fill removal	\$	4.83 per cubic yard	x 800	\$ 3,860
Live water removal, diversion/pumping	\$	84.00 each x	1	\$ 84
Cross drain removal and disposal	\$ 2	243.00 each x	2	\$ 486
Stream culvert removal and disposal	\$ 3	327.00 each x	1	\$ 327
Grass seeding	\$	3.34 per pound x	23	\$ 77
Straw mulching	\$ 3,1	151.40 per acre x	0.2	\$ 630

REQUIRED ABANDONMENT SUBTOTAL \$ 6,324

TOTAL ROAD COST \$ 7,083



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

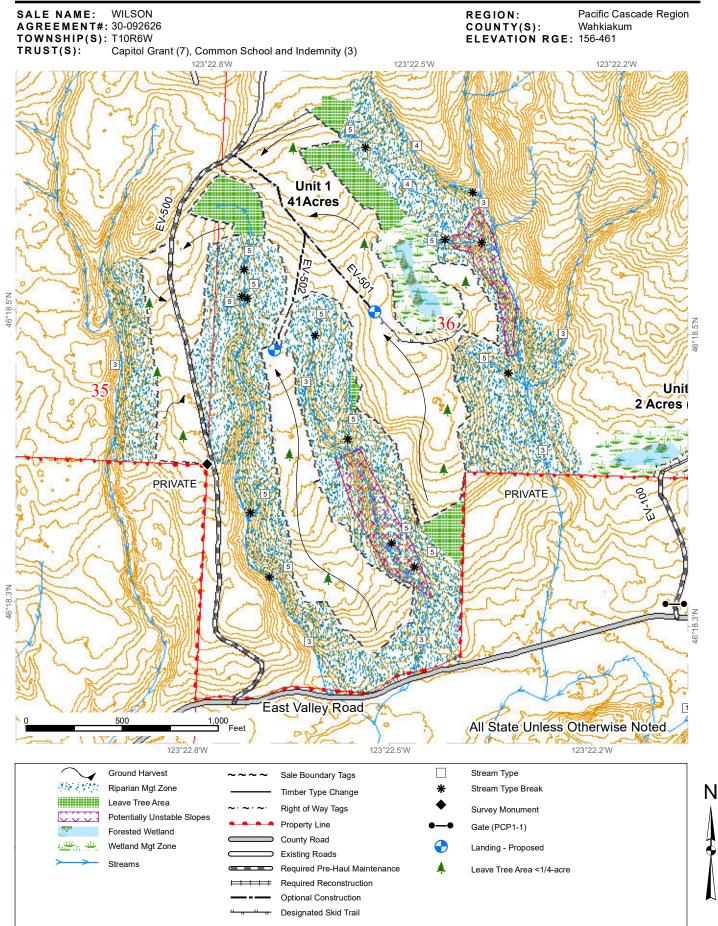
linear feet

linear feet

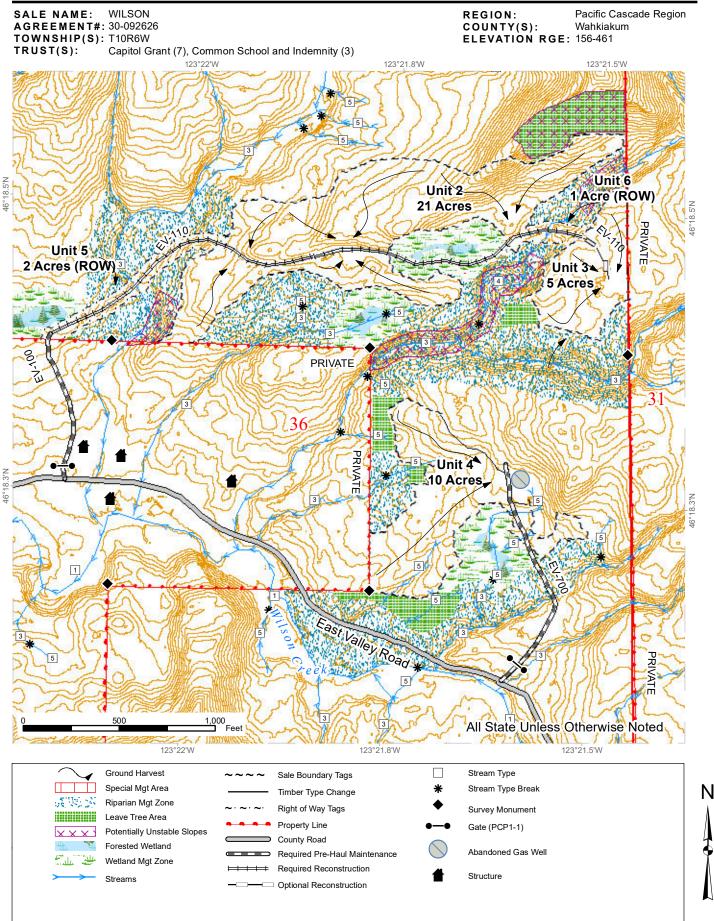
Temporary Reconstruction: *Roads to be reconstructed (optional and required) and then abandoned*

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale 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 9/18)

linear feet



LOGGING PLAN MAP



The Grantor,

- 55-000844

Mr. and Mrs. Will Slayton

A S E 26165

upon receiving payment of 201.00 from the purchaser of the first State timber sale in section 36, TION, RGW, after the signing of this Easement, does convey and grant to the STATE OF WASHINGTON, DEPARTMENT OF NATURAL RE-SOURCES, grantee and/or assigns, an easement for road right-of-way over and across the following described lands in Wahkiakum County, State of Washington, to-wit: NE $\frac{1}{4}SW_{\frac{1}{4}}$ section 36, Township 10 North, Range 6 West, W.M. as shown on plat attached to and by reference made a part of this easement, for the purpose of removing State timber and for fire protection. This easement shall not be assignable to a third party for any purpose other than the removal of forest products from State land. If the State land in the N $\frac{1}{2}$ of section 36 is deeded to a private owner, then this easement is null and void.

It is specifically understood that the grantors have granted this Easement to the grantee in connection with the purposes for which it is granted and that the grantors assume no liability either to the grantee, its agents or employees, or any other person or firm using said Easement by permission of the grantee or otherwise. The State shall require each purchaser of State owned timber and other valuable materials using such road to agree to release, indemnify, and save harmless the grantor, his operators, agents, and employees, from and against any and all liabilities.

PROVIDED nothing herein will prevent the grantor from making use of such road on his own risk provided the grantor shall contribute to the maintenance thereof in proportion to such use to the end that such maintenance will leave the road in as good a condition as existed at the commencement of such use.

The amount of \$201.00 for the Easement is arrived at from the following costs:

- \$ 25.00 Bare land R/W Easement value.
- \$130.00 This amount Slayton will need for fence to protect future livestock from road traffic.
- \$ 20.00 Permission for the State to widen and deepen the water exit from the swamp near the Shayton- State of Washington property line just west of the road Right-of-Way.
- \$ 26.00 Damages Slayton's water system may sustain as a result of normal logging operations upstream.

\$201.00 -- Total

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals this 26th day of August 1960.

Will Slayton (SEAL) This is to certify that transaction Tax in the sum of ; NONE has been mid on within Instrument. (SEAL) Se Pest No. EXEMPT) Date murtle Draa (SEAL) Myrtle Braaten Wahkiakum County Treas. I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 26th day of <u>August</u>, 19<u>60</u>, personally appeared before me <u>Will Alayton this</u> to me known to be the individuals described in and who executed the within instrument and acknowledged that <u>they</u> signed and sealed the same as <u>their</u> free and voluntary act and deed for the uses and perposes herein mentioned. LA MITNESS WAREOF I have hereunto set my hand and affixed my official seal the day and ther first above written. Actual ingand for the State of Wash. residing at Cathlamet Files for Hecord Jenne 14 18 71 Request of Matural Resources Mary A. Faymonville, Wahklakum County Auditor MIOB Den.

