



TIMBER NOTICE OF SALE

SALE NAME: TACOMA CREEK PIT EXPANSION

AGREEMENT NO: 30-99415

AUCTION: May 27, 2020 starting at 10:00 a.m.,
Olympic Region Office, Forks, WA

COUNTY: Jefferson

SALE LOCATION: Sale located approximately 36 miles southeast of Forks

**PRODUCTS SOLD
AND SALE AREA:**

All timber, except trees marked with a band of blue paint or bounded out by leave tree area tags, bounded by Timber Sale Boundary tags, the Q-3360S Road, the Q-3300 Road and a distinct timber type change in Unit 1; Right of Way tags in Unit 2.

Located on part(s) of Sections 4 and 9 all in Township 24 North, Range 11 West, W.M., containing 17 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade									
				1P	2P	3P	SM	1S	2S	3S	4S	UT	
Hemlock	16.2	7	163							54	80	29	
Douglas fir	16.9	6	162							40	89	28	5
Red alder	22.9		1								1		
Sale Total			326										

MINIMUM BID: \$50,000.00

BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$10,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2020

ALLOCATION: Export Restricted

BID DEPOSIT: \$5,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: 100% Ground based.

ROADS: 225.50 stations of required prehaul maintenance.

Timber felling, road work or operation of heavy equipment performed during the marbled murrelet nesting season (April 1 through September 23), is restricted to, two hours after sunrise to two hours before sunset on the Q-3307 road between stations 0+00 and 8+00 and the entire Q-3300 road. This does not apply to hauling timber, rock or equipment.

ACREAGE DETERMINATION

CRUISE METHOD: Sale acreage was 100% GPS'd. Sale units were cruised using a variable plot sample.

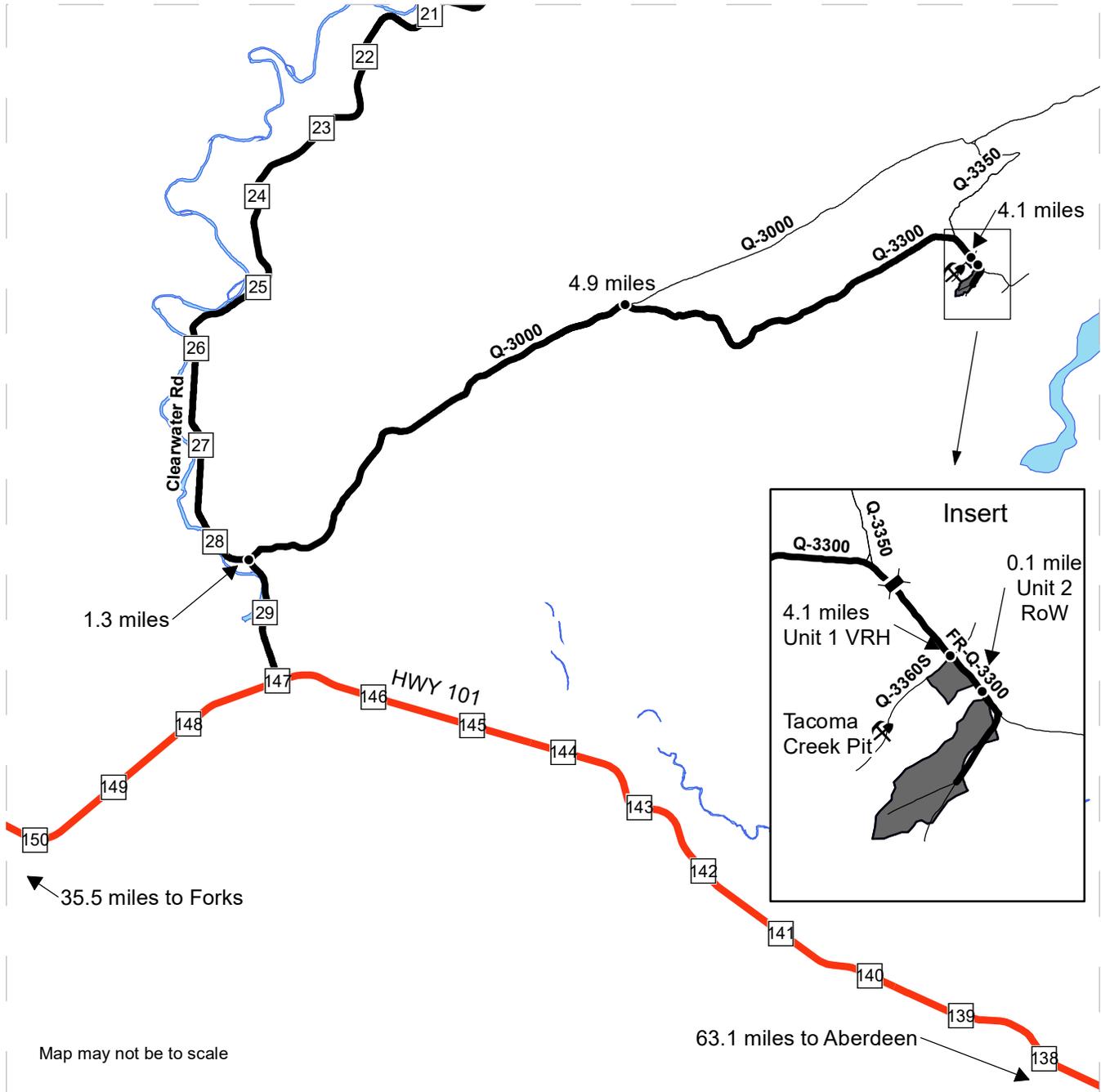
FEES: \$5,542.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: None

DRIVING MAP

SALE NAME: TACOMA CREEK PIT EXPANSION
AGREEMENT#: 30-099415
TOWNSHIP(S): T24R11W
TRUST(S): University - Transferred (5)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 400'



Map may not be to scale

	Timber Sale Unit
	Haul Route
	Other Road
	Highway
	Distance Indicator
	Rock Pit
	Mile Markers

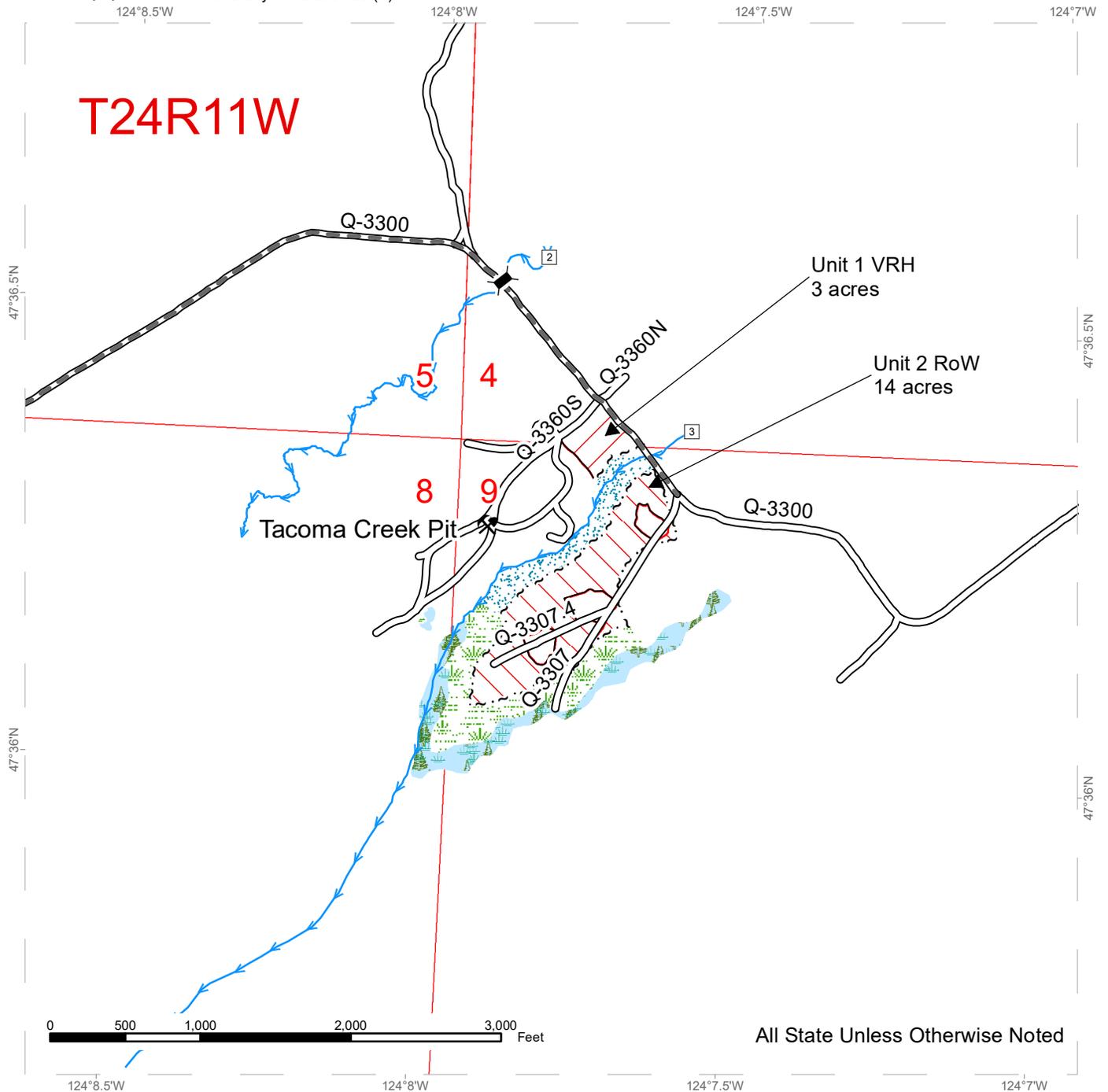
From Forks WA: Travel south on Hwy 101 approximately 35.5 miles to the Clearwater Rd.
 From Aberdeen WA: Travel north on Hwy 101 approximately 63.1 miles to the Clearwater Rd.
 To the Harvest Units:
 From the junction of Hwy 101 and the Clearwater Rd travel north on the Clearwater Rd approximately 1.3 miles and turn right on the Q-3000. Continue on the Q-3000 for approximately 4.9 miles to the Q-3300. Take the right fork onto the Q-3300 and travel approximately 4.1 miles to unit one and another 0.1 mile to the unit two.



TIMBER SALE MAP

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Variable Retention Harvest	Streams	Existing Roads
Right of Way Harvest	Sale Boundary Tags	Required Pre-Haul Maintenance
Riparian Mgt Zone	Right of Way Tags	Stream Type
Wetlands - Non-forested	Timber Type Change	Stream Type Break
Forested Wetland		Bridge
Wetland Mgt Zone		Rock Pit



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-099415

SALE NAME: TACOMA CREEK PIT EXPANSION

**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 May 27, 2020 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees marked with a band of blue paint or bounded out by leave tree area tags, bounded by Timber Sale Boundary tags, the Q-3360S Road, the Q-3300 Road and a distinct timber type change in Unit 1; Right of Way tags in Unit 2.

Located, located on approximately 17 acres on part(s) of Sections 4, and 9 all in Township 24 North, Range 11 West W.M. in Jefferson County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	SLASH PILING SPECS
B	GREEN TREE RETENTION PLAN

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$730.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.

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

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that

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

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

- a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

under the contract. Purchaser retains the final responsibility for its operations under this contract and State shall not be liable for any injuries resulting from Purchaser's reliance on any State advice regarding the method or manner of performance.

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

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.

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

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

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

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

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

Nothing contained in clauses G-120 and G-121 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials. Authorization to haul does not warrant that Purchaser

built roads are free from material defect and the State may require additional work, at Purchasers expense regardless of cost, to remedy deficiencies at any time.

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

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

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

G-220 State Suspends Operation

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; Hoh-Clearwater Mainline, Q-3000, Q-3300, Q-3307, Q-3307.4, and the Q-3360S. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the Q-3000 or the Q-3300, 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:

Easement No. 55-000051 with Rayonier

Easement No. 55-093231 with The Nature Conservancy

G-430 Open Fires

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

G-450 Encumbrances

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

Lease, including the terms and provisions thereof,
 For: Land Use License
 In Favor of: 10,000 Year Institute
 Disclosed by Application No.: 60-099199
 Granted: 5/23/2019
 Expires: 5/1/2022

No Pending Applications of Record

Region Encumbrances

Lease, including the terms and provisions thereof,
 For: Minor Forest Products
 In Favor of: DNR – Olympic Region
 Disclosed by Application No.: 35-FPFB01
 Granted: 9/12/1997
 Expires: Indefinite

Lease, including the terms and provisions thereof,
 For: Minor Forest Products
 In Favor of: DNR – Olympic Region
 Disclosed by Application No.: 35-FPNQ01
 Granted: 1/1/1997
 Expires: Indefinite

Lease, including the terms and provisions thereof,
 For: Minor Forest Products
 In Favor of: DNR – Olympic Region
 Disclosed by Application No.: 35-FPWP02
 Granted: 9/24/2015
 Expires: Indefinite

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 \$8,476.00. The total contract price consists of a \$0.00 contract bid price plus \$8,476.00 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 \$10,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser

agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-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 'Trespass and Unauthorized Activity' clause. Purchaser is required to leave all cut or damaged reserve trees on site.

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

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

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

H-120 Harvesting Equipment

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. While felling timber, one (1) Warning sign must be posted on the Q-3300 road.
2. Yarding equipment shall not cross live streams without an FPHP.
3. The Purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
4. An equipment limitation zone of 30 feet on all typed water applies. Equipment movement and pass through within 30 feet of typed water shall be limited to that which is necessary for timber felling and yarding.

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

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 2/4/2020 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the Q-3300, Q-3307, and Q-3307.4 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on Q-3000, Q-3360S, and all other roads not listed in clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills

from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

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

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

DNR Contract Administrator

ECY - Northwest Region:

1-425-649-7000

(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

ECY - Southwest Region:

1-360-407-6300

(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

ECY - Central Region:

1-509-575-2490

(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

ECY - Eastern Region:

1-509-329-3400

(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Mona Griswold

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address:

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
SLASH PILING SPECS

Specifications for Slash Piling

The areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

1. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.
2. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.
3. Piles shall not be placed on large stumps or logs.
4. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave tree areas and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
5. Piling shall be completed using an approved hydraulic shovel and grapples.
6. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
7. Slash shall be placed in skid roads or ahead of machinery. Slash which accumulates on landings and/or roads shall be lopped and scattered within the harvest area or as designated by the Contract Administrator.
8. Slash generated during cable yarding shall be stacked in dirt free piles and shall not block roads or interfere with functioning of drainage structures, ditches, or stream channels.

Schedule B
GREEN TREE RETENTION PLAN

Leave the following as directed by the Contract Administrator:

1. All trees marked with a blue band of paint and all leave tree area clumps shall remain standing.

The perimeter of the leave tree clumps are designated by Leave Tree Area tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	24	0	0	24



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Tacoma Creek Pit Expansion	Region: Olympic
Agreement #: 30-099415	District: Coast
Contact Forester: Kevin Alexander Phone / Location: 360-640-5506	County(s): Jefferson
Alternate Contact: Phone / Location:	Other information: Trust: 05 = 100%

Type of Sale: Lump Sum	
Harvest System: Ground based	100%

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
RoW	Sec 9 T24N R11W	05	24.6	0	0	1.2	2.4	21	GPS (Garmin)
VRH	Sec 9 T24N R11W	05	9	0	0	0	0	9	Combination GPS/Photo
TOTAL ACRES			33.6	0	0	1.2	2.4	30	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
RoW	Boundaries: are marked with orange Right-of-Way tags, red flashers, pink ribbon, and orange paint; and by the Q-3300 road.		This is a pit expansion and no leave trees where marked.
VRH	Boundaries: are marked with orange Right-of-Way tags, red flashers, pink ribbon, and orange paint; blue Special Management tags, red flashers, pink ribbon, and blue paint; timber type change; and by the Q-3300 and Q-3360S roads.	Special Management tags were used due to the amount of Timber Sale Boundary tags around the sale area.	32 individually marked leave trees were marked.

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary, secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
RoW	DF/WH		
VRH	DF/WH/SS		
TOTAL MBF	Approximately 500 mbf sale volume	Take the Q-3000 road off of the Hoh-Clearwater mainline to the Q-3350. Turn left on the Q-3300 and the units will be to the right on the Q-3307.	Cruise Map

REMARKS:

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Prepared By: Kevin Alexander Date: 6/4/2019	Title: Unit Coordinator	CC:
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Cruise Narrative

Sale Name: Tacoma Creek Pit Expansion	Region: Olympic
Agreement #: 30-099415	District: Coast
Lead Cruiser: Jason Michaud	Completion Date: 6-24-2019
Other Cruisers: None	

Unit acreage specifications:

Unit #	Cruised Acres	Cruised acres agree with sale acres? Y/N	If acres do not agree explain why.
1(VRH)	3	y	
2(ROW)	14	y	
Total	17	y	

Unit cruise specifications:

Unit #	Sample Type (VP,FP,ITS,100%)	Expansion Factor (baf,full/half)	Sighting Height (4.5', 16')	Grid Size (plot spacing)	Plot Ratio (cruise/co unt)	Number of plots
1	VP	46.95	4.5', 16'	200X200	1:1	9
2	VP	54.45	4.5', 16'	200X200	1:1	23

Sale/Cruise Description:

Minor species cruise intensity	Minor species sampled using same cruise plots.					
Minimum cruise spec:	40% of Form Factor at 16 ft. D.O.B or 5 inch top or merchantable top					
Average ring count:	DF =	6	WH =	7	SS=	
Leave/take tree description:	Leave tree clumps are bounded out with yellow tags, pink flashers and blue paint. Individual leave trees are marked with blue bands and two blue butt marks.					
Other conditions:	Exterior boundaries are marked with white tags and pink flashers					

Sort Description:	HB – Logs meeting the following criteria: Surface characteristics for a B sort will have sound tight knots not to exceed 1 ½" in diameter. May include logs with not
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	<p>more than two larger knots up to 2 ½" in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third to end of the log. (minimum diameter 8".)</p> <p>R – Logs meeting the following criteria: Gross diameter of 12 inches or greater, excessive knots greater than 2 ½ inches with recovery less than 65% of the net scale.</p>
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Field Observations:

The Tacoma creek pit expansion timber sale is located along the Q-3300 road system. The units both have easy access and will utilize 100 percent ground based operations. The major species are Douglas-fir and western hemlock with minor species of alder scattered throughout. The average bole length for the Douglas-fir is 74 and the average length for the hemlock is 66. Major defects in the stand include spike knot, double tops, speed wobble and butt rot. The average volume per acre is 18,800bf/acre

Grants: 05

Prepared By: Jason Michaud

Forester / Timber Cruiser

Edited By: Kevin Alexander

Unit Forester

Edits indicated by highlighting.

TC PSTATS		PROJECT STATISTICS							PAGE	1	
		PROJECT		TCP			DATE		6/24/2019		
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt	
24N	11	09	TCP	ROW		17.00	32	113	S	W	
24N	11W	09	TCP	VRH							
			PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL			32	113	3.5						
CRUISE			15	52	3.5	3,669	1.4				
DBH COUNT REFOREST COUNT			17	61	3.6						
BLANKS			100 %								
STAND SUMMARY											
SAMPLE TREES		TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC	
WHEMLOCK		23	60.2	16.2	66	21.4	86.0	10,040	9,459	2,857	
DOUG FIR		28	61.6	16.9	74	23.4	96.4	10,755	9,252	3,162	
R ALDER		1	.5	22.9	50	0.3	1.6	131	131	37	
TOTAL		52	122.3	16.6	70	45.1	183.9	20,926	18,842	6,055	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL	68.1	COEFF		SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
WHEMLOCK		46.0	9.8	172	191	210					
DOUG FIR		60.7	11.7	165	187	209					
R ALDER											
TOTAL		53.2	7.4	176	190	204	113	28	13		
CL	68.1	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
WHEMLOCK		118.5	20.9	48	60	73					
DOUG FIR		99.1	17.5	51	62	72					
R ALDER		565.7	99.9	0	1	1					
TOTAL		43.4	7.7	113	122	132	75	19	8		
CL	68.1	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
WHEMLOCK		107.5	19.0	70	86	102					
DOUG FIR		92.0	16.2	81	96	112					
R ALDER		565.7	99.9	0	2	3					
TOTAL		34.0	6.0	173	184	195	46	12	5		
CL	68.1	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
WHEMLOCK		112.0	19.8	7,587	9,459	11,330					
DOUG FIR		93.6	16.5	7,723	9,252	10,781					
R ALDER		565.7	99.9	0	131	263					
TOTAL		40.3	7.1	17,501	18,842	20,183	65	16	7		
CL	68.1	COEFF		V_BAR/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15		
WHEMLOCK		32.0	5.6	88	110	132					
DOUG FIR				80	96	112					
R ALDER		565.7	99.9	0	84	168					
TOTAL		40.9	7.2	95	102	110	67	17	7		

Species Summary - Trees, Logs, Tons, CCF, MBF

T24N R11W S09 TyRO	21.0
T24N R11W S09 TyVR	9.0

Project TCP
Acres 30.00

Page No 1
Date: 6/24/2019
Time 8:22:30AM

Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
WHEMLOCK	1,805	3,148	2,742	47.44	27.20	0.80	857	856	301	284
DOUG FIR	1,847	3,219	2,703	51.33	29.45	0.81	948	948	323	278
R ALDER	16	33	31	67.84	33.92	1.41	11	11	4	4
Totals	3,669	6,400	5,476	49.49	28.37	0.81	1,817	1,816	628	565

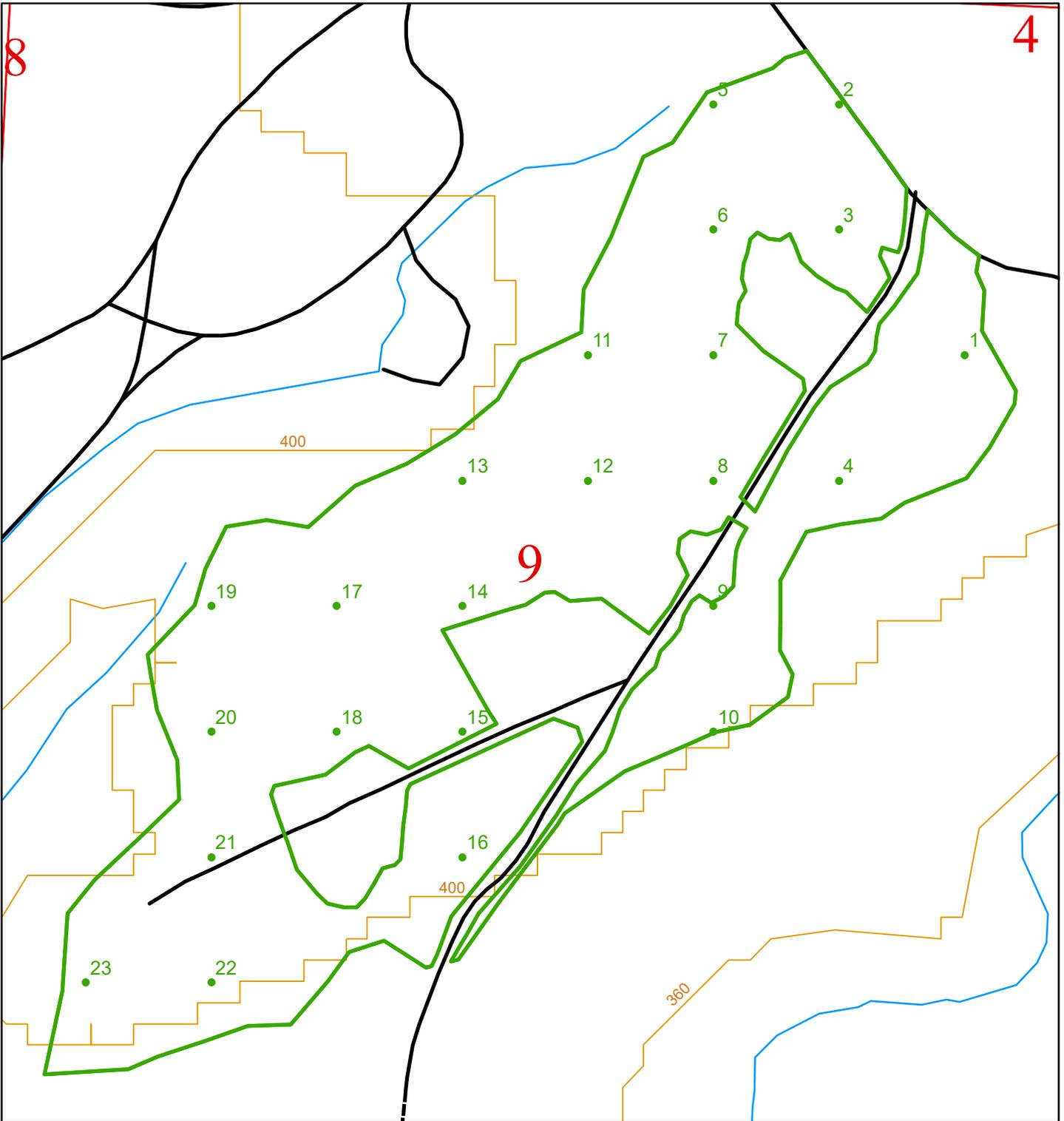
Wood Type	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
Species	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
A	16	33	31	67.84	33.92	1.41	11	11	4	4
B	1,805	3,148	2,742	47.44	27.20	0.80	857	856	301	284
D	1,847	3,219	2,703	51.33	29.45	0.81	948	948	323	278
Totals	3,669	6,400	5,476	49.49	28.37	0.81	1,817	1,816	628	565

T24N R11W S09 TROW										T24N R11W S09 TROW				
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt					
24N	11W	09	TCP	ROW	14.00	23	36	S	W					

Spp	S	So	Gr	%	Bd. Ft. per Acre			Total	Percent Net Board Foot Volume								Average Log				Logs			
									Net	BdFt	Def%	Gross	Net	Net MBF	Log Scale Dia.				Log Length				Ln	Dia
					5-7	8-11	12-15								16+	12-20	21-30	31-35	36-99	Ft		In		
DF	D	2S		19	12.1	2,153	1,892	27	100				100				40	13	197	1.86	9.6			
DF	D	3S		56	21.4	7,217	5,670	79	10	90					2	98	36	9	90	0.87	63.1			
DF	D	4S		21	3.7	2,099	2,022	28	100					5	27	68	35	5	40	0.34	50.3			
DF	D	UT		4	374		374	5	100				100				36	9	100	0.92	3.7			
DF	Totals			51	15.9	11,843	9,958	139	26	55	19					1	7	92	36	8	79	0.75	126.8	
WH	D	2S		32	3.2	3,273	3,170	45	100				100				40	13	224	1.58	14.1			
WH	D	3S		51	3.2	5,163	4,996	70	7	82	11					2	98	37	10	130	0.97	38.4		
WH	D	4S		17	1,557		1,557	22	100				14	36	50	33	5	41	0.42	38.4				
WH	Totals			49	2.7	9,993	9,722	137	20	42	38					2	7	91	35	8	107	0.86	91.0	
Type	Totals				9.9	21,836	19,680	276	23	48	28					2	7	92	36	8	90	0.80	217.8	

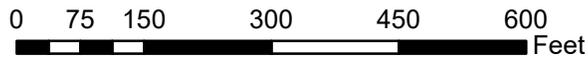
TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	TCP		DATE	6/24/2019		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
24N	11W	09	TCP	ROW	21.00	23	77	S	W	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
					TREES	TREES				
TOTAL		23	77	3.3						
CRUISE		11	36	3.3	2,420		1.5			
DBH COUNT										
REFOREST										
COUNT		12	41	3.4						
BLANKS										
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	21	69.8	16.5	75	25.6	104.2	11,843	9,958	3,418	3,417
WHEMLOCK	15	45.5	17.7	74	18.5	78.1	9,993	9,722	2,779	2,778
TOTAL	36	115.2	17.0	74	44.2	182.3	21,836	19,680	6,197	6,195
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR	43.5	9.7		149	165	181				
WHEMLOCK	23.3	6.2		212	226	240				
TOTAL	37.1	6.2		179	190	202	55	14	6	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR	93.5	19.9		56	70	84				
WHEMLOCK	120.8	25.7		34	45	57				
TOTAL	44.0	9.4		104	115	126	81	20	9	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR	81.8	17.4		86	104	122				
WHEMLOCK	114.8	24.4		59	78	97				
TOTAL	35.6	7.6		168	182	196	53	13	6	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR	80.0	17.1		8,260	9,958	11,655				
WHEMLOCK	115.5	24.6		7,330	9,722	12,115				
TOTAL	38.2	8.1		18,078	19,680	21,282	61	15	7	
CL:	68.1 %	COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
DOUG FIR				79	96	112				
WHEMLOCK	43.1	9.2		94	124	155				
TOTAL	210.7	44.9		99	108	117	1,854	463	206	

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	TCP		DATE	6/24/2019		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
24N	11W	09	TCP	VRH	9.00	9	36	S	W	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		9	36	4.0						
CRUISE		4	16	4.0	1,249	1.3				
DBH COUNT REFOREST COUNT		5	20	4.0						
BLANKS 100 %										
STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
WHEMLOCK	8	94.4	14.2	58	27.7	104.3	10,149	8,843	3,038	3,033
DOUG FIR	7	42.5	18.4	71	18.3	78.3	8,215	7,605	2,562	2,563
R ALDER	1	1.8	22.9	50	1.1	5.2	438	438	124	124
TOTAL	<i>16</i>	<i>138.8</i>	<i>15.8</i>	<i>62</i>	<i>47.3</i>	<i>187.8</i>	<i>18,802</i>	<i>16,886</i>	<i>5,723</i>	<i>5,720</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	84.1	31.7		85	125	165				
DOUG FIR	72.3	29.4		179	254	329				
R ALDER										
TOTAL	<i>80.4</i>	<i>20.7</i>		<i>150</i>	<i>189</i>	<i>228</i>	<i>275</i>	<i>69</i>	<i>31</i>	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	95.4	33.7		63	94	126				
DOUG FIR	119.4	42.1		25	42	60				
R ALDER	300.0	105.9			2	4				
TOTAL	<i>38.1</i>	<i>13.5</i>		<i>120</i>	<i>139</i>	<i>157</i>	<i>65</i>	<i>16</i>	<i>7</i>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	94.9	33.5		69	104	139				
DOUG FIR	127.3	44.9		43	78	113				
R ALDER	300.0	105.9			5	11				
TOTAL	<i>30.6</i>	<i>10.8</i>		<i>168</i>	<i>188</i>	<i>208</i>	<i>42</i>	<i>11</i>	<i>5</i>	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK	109.1	38.5		5,437	8,843	12,249				
DOUG FIR	136.5	48.2		3,941	7,605	11,269				
R ALDER	300.0	105.9			438	901				
TOTAL	<i>48.0</i>	<i>16.9</i>		<i>14,025</i>	<i>16,886</i>	<i>19,747</i>	<i>103</i>	<i>26</i>	<i>11</i>	
CL:	68.1 %	COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
WHEMLOCK				52	85	117				
DOUG FIR	65.1	23.0		50	97	144				
R ALDER	300.0	105.9			84	173				
TOTAL	<i>238.8</i>	<i>84.3</i>		<i>75</i>	<i>90</i>	<i>105</i>	<i>2,557</i>	<i>639</i>	<i>284</i>	



Cruiser Sample Point Locations

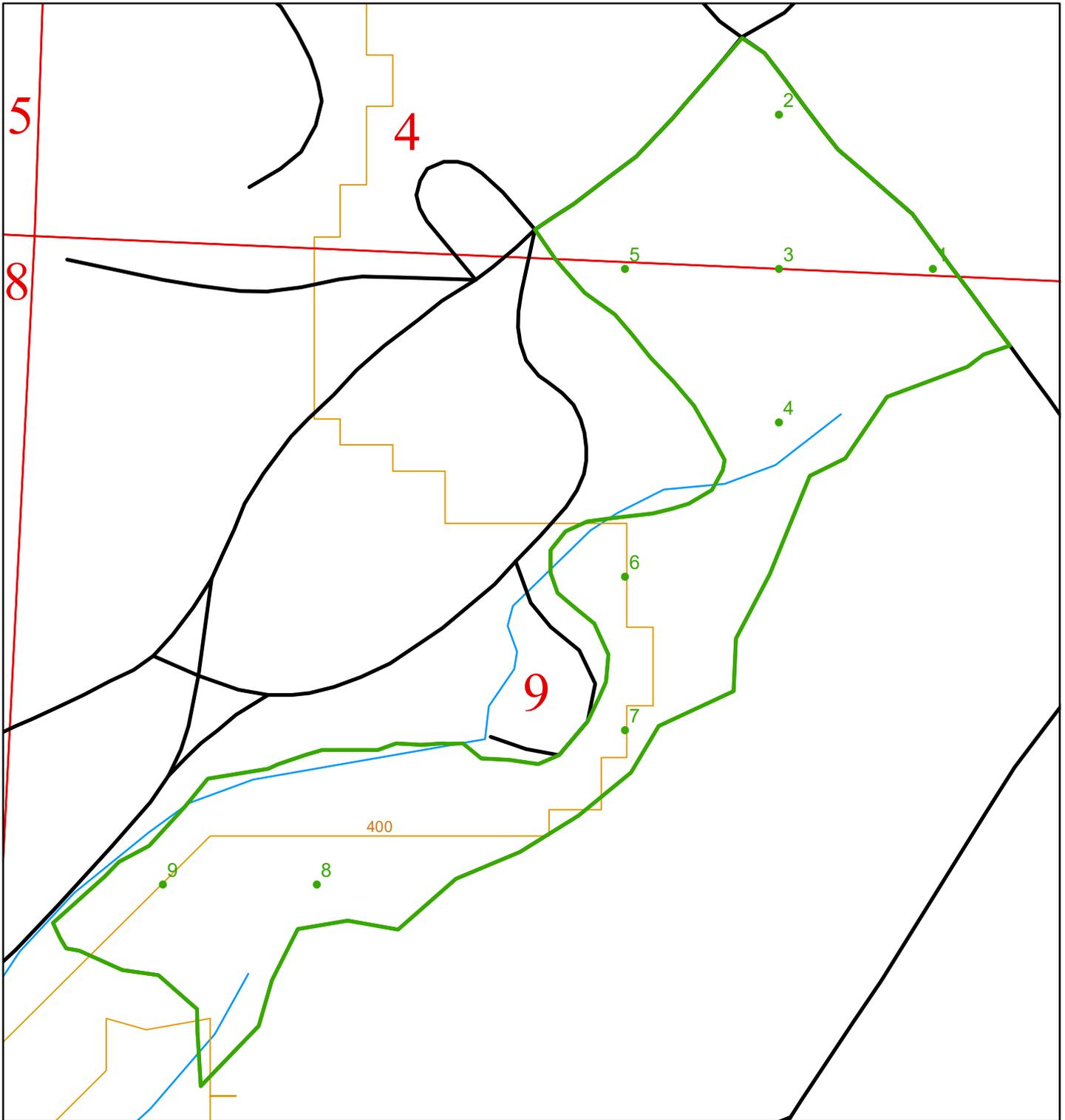
LAYER NAME:	row	Township:	T24R11W
POLY ID:	1	Total Sample Points:	23
Acres:	21	Spacing Between Points:	200
		Point Rotation Degrees:	0



Scale 1:2,700

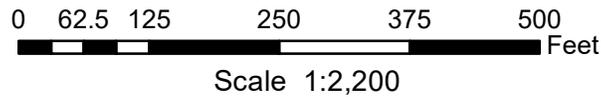
Legend

- Sample Points
- Unit
- Public Land Survey Sections
- Contours 40-foot



Cruiser Sample Point Locations

LAYER NAME:	vrh	Township:	T24R11W
POLY ID:	1	Total Sample Points:	9
Acres:	acres	Spacing Between Points:	200
		Point Rotation Degrees:	0



Legend

- Sample Points
- Unit
- Public Land Survey Sections
- Contours 40-foot

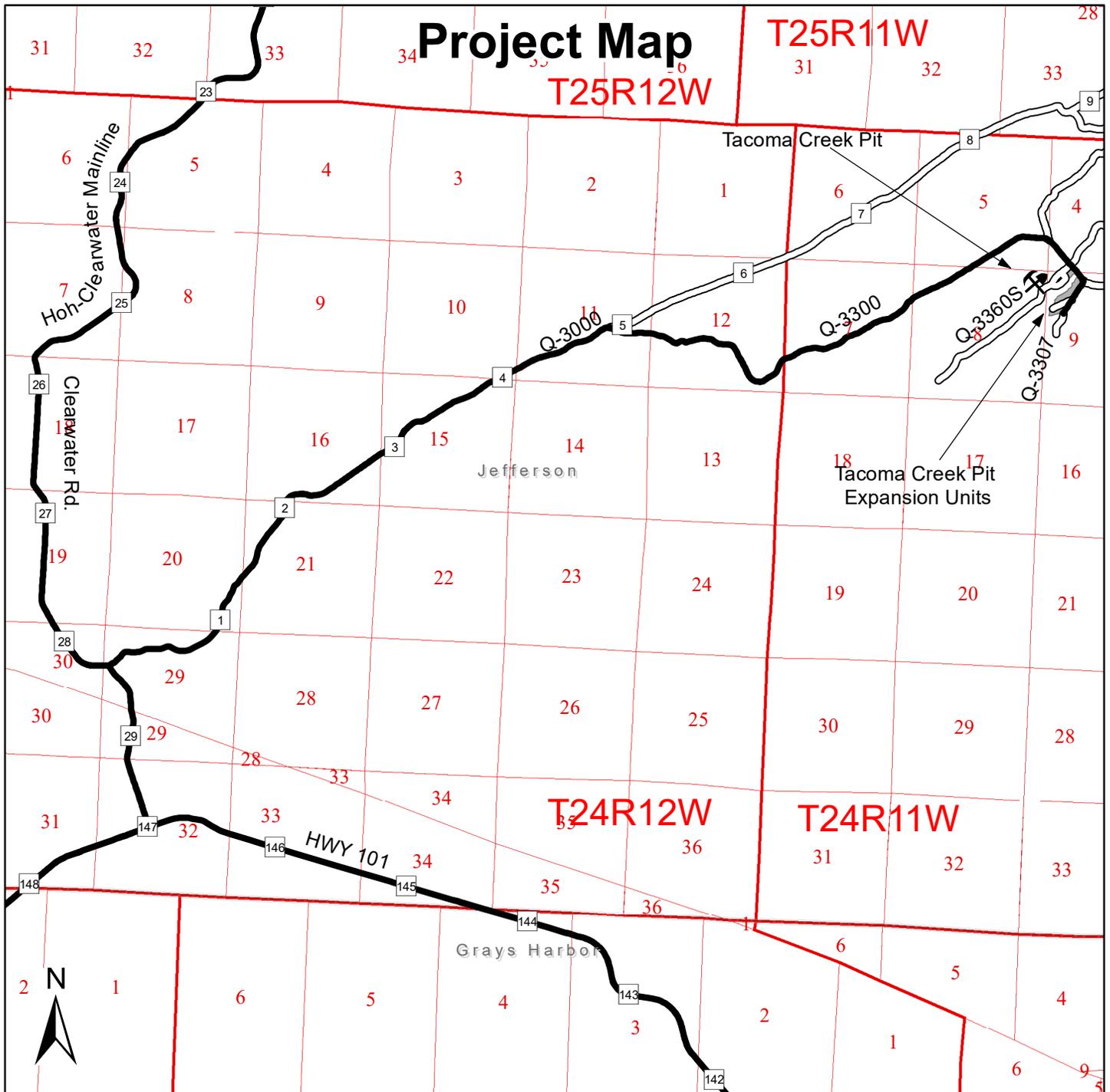
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
TACOMA CREEK PIT EXPANSION TIMBER SALE ROAD PLAN
JEFFERSON COUNTY
COAST DISTRICT

AGREEMENT NO.: 30-099415

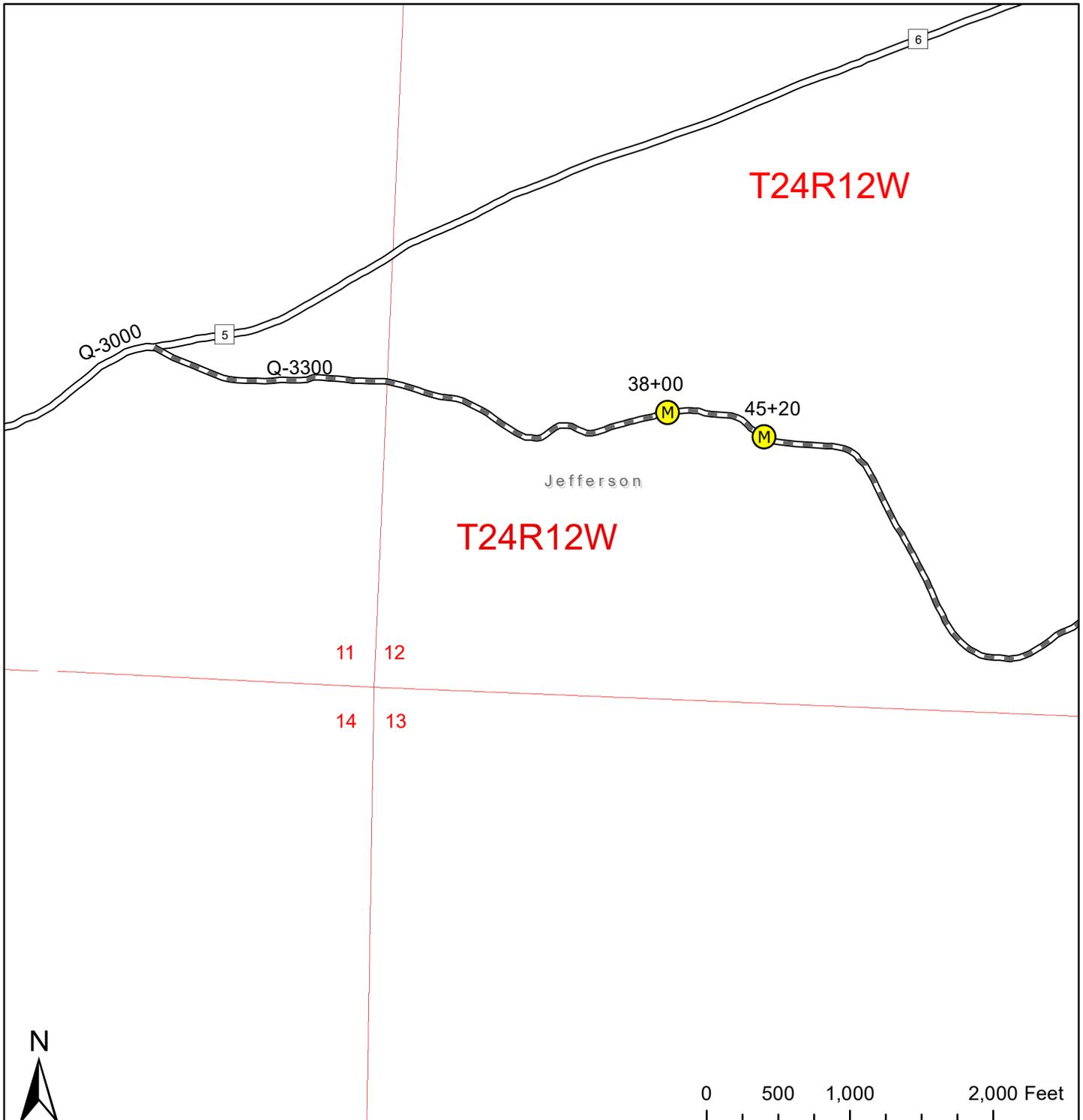
DISTRICT ENGINEER: BILL MEHL

DATE: 04 February 2020

DRAWN AND COMPILED BY: KEVIN ALEXANDER



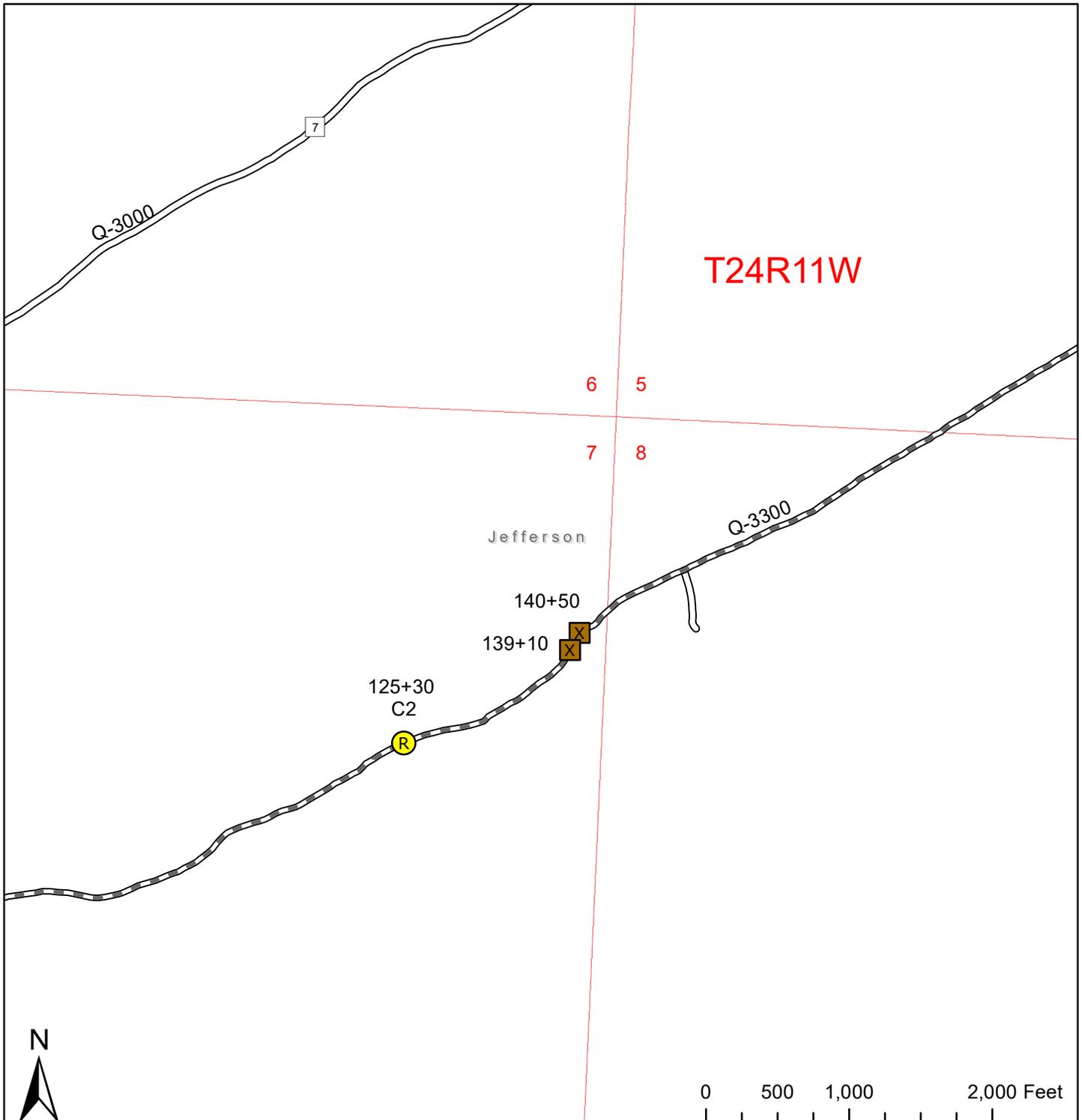
Maintenance Map



Legend

- | | | |
|-------------------------------|---------------------|---------------------|
| Milepost_Markers_Oly | Bridge Maintenance | Culvert Replacement |
| Existing Roads | Berm Removal | Rock Pit |
| Required Pre-Haul Maintenance | Culvert Maintenance | Waste Area |

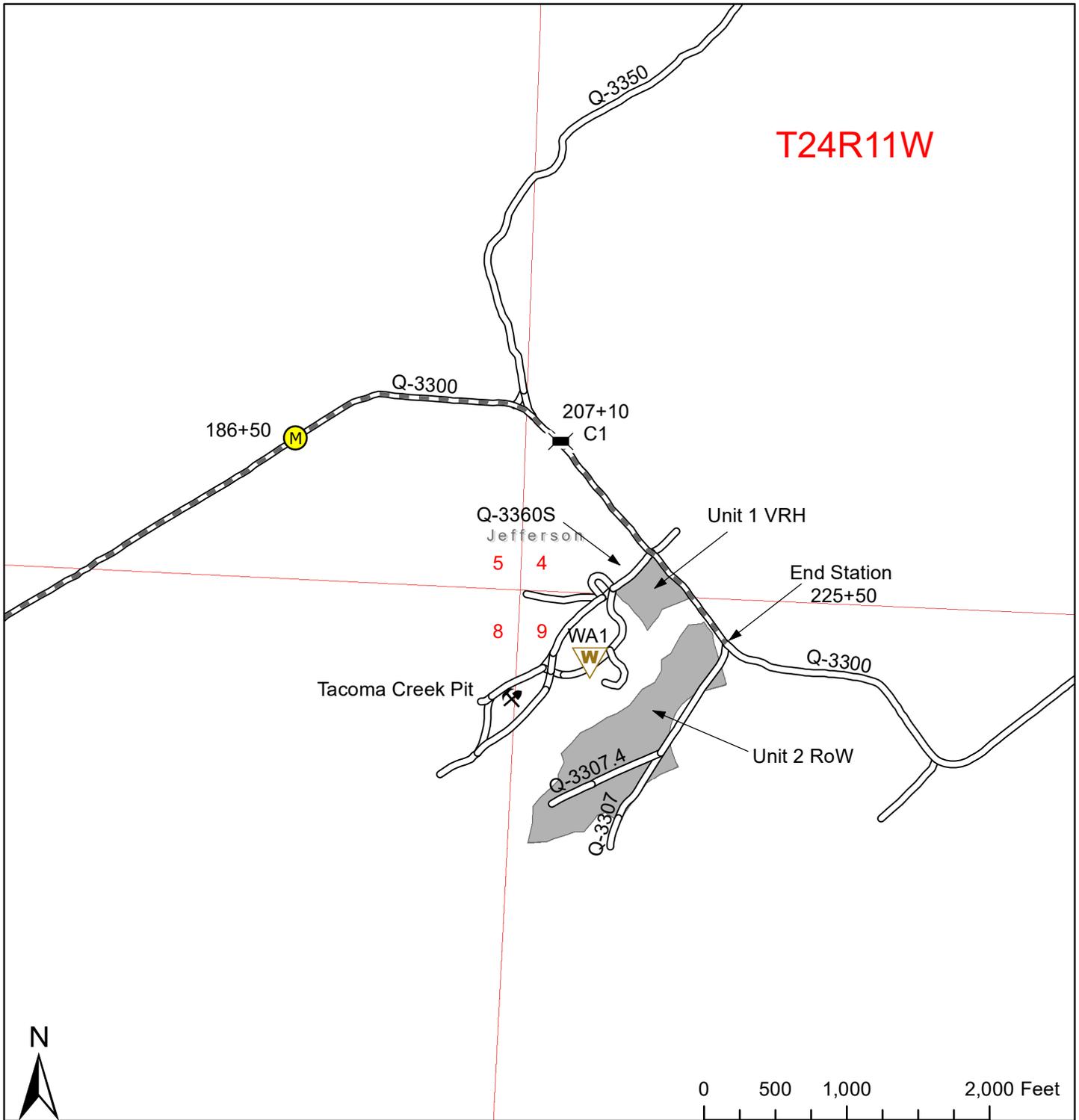
Maintenance Map



Legend

- | | | |
|-------------------------------|---------------------|---------------------|
| Milepost_Markers_Oly | Bridge Maintenance | Culvert Replacement |
| Existing Roads | Berm Removal | Rock Pit |
| Required Pre-Haul Maintenance | Culvert Maintenance | Waste Area |

Unit Map



Legend

- | | | |
|---|---|---|
|  Harvest Area |  Bridge Maintenance |  Culvert Replacement |
|  Milepost_Markers_Oly |  Berm Removal |  Rock Pit |
|  Existing Roads |  Culvert Maintenance |  Waste Area |
|  Required Pre-Haul Maintenance | | |

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Q-3300	0+00 - 225+50	Pre-Haul Maintenance
Total	225.50	

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
Q-3300	0+00 - 225+50	<p>Grade, shape and compact gravel portions of road in accordance with Clause 2-5</p> <p>Maintain culverts in accordance with culvert list and Clause 2-6</p> <p>Construct and/or clean ditches in accordance with Clause 2-7, 4-37, and 4-38.</p> <p>Maintain erosion control structures in accordance with Clause 2-8 and as directed by Contract Administrator.</p> <p>Remove shoulder berms in accordance with Clause 4-37, 4-38, and 5-1</p> <p>Maintain erosion control structures in accordance with Clause 2-8 and as directed by Contract Administrator.</p> <p>Conduct bridge maintenance in accordance with Clause 7-30 and associated drawings.</p> <p>Apply rock in accordance with Rock list</p> <p>Compact rock in accordance with Compaction List</p> <p>Install/replace/maintain culverts in accordance with Culvert List.</p>
Total	225.50	

Maintenance includes, but is not limited to:

Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacement, installing erosion

control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

0-7 POST-HAUL MAINTENANCE

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

0-13 STRUCTURES

The Purchaser shall acquire and install all structures. Requirements for these structures are listed in Section 7 Structures.

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 shall be submitted, in writing, to the Contract Administrator for consideration. The State must approve the submitted plans before road work begins.

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

Unless controlled by construction stakes or design data (plan, profile, and cross-sections), road work shall be performed in accordance with the dimensions shown on the Typical Section Sheet and the specifications within this Road Plan.

1-5 DESIGN DATA

Design data is available upon request at the Department of Natural Resources Olympic Region Office in Forks, WA.

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in this Road Plan shall be resolved by giving the documents precedence in the following order:

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

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

1-7 TEMPORARY ROAD CLOSURE

The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Road work shall not close any road for more than 3 consecutive days.

<u>Road</u>	<u>Number of Allowable Closed Days</u>
Q-3300	5

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

The Purchaser is responsible for the repair or replacement of all materials, roadway infrastructure, and road components damaged during roadwork or operation activities. Repairs and replacements shall be directed by the Contract Administrator. Repairs to structural materials will be made according to the manufacturer’s recommendation, and shall not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

Any 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.

1-10 WSDOT STANDARD SPECIFICATION REFERENCE

References in this road plan to “WSDOT Standard Specifications” mean the Washington State Department of Transportation’s Standard Specifications for Road, Bridge, and Municipal Construction 2018 (M41-10).

1-11 FPHP REQUIREMENTS

The following work is subject to requirements under a Forest Practice Hydraulics Project Approval issued by the State of Washington.

<u>FPA Crossing Identifier</u>	<u>Road</u>	<u>Stations</u>	<u>Work Type</u>
C1	Q-3300	207+10	Bridge Maintenance: Bull rail installation

Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.

1-12 SURVEY MONUMENTS

At no time during construction, reconstruction, or maintenance shall survey monuments, witness trees, or bearing trees be disturbed or damaged. If damaged or disturbed, Purchaser shall hire a licensed land surveyor to repair, replace, and/or reset them.

1-13 LOG LOADING

At no time shall the loading of logs occur on the Q-3300 road. In addition, no debris from harvesting operations shall be allowed on this road.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

Road work must be in accordance with the State's marked location. All road work is marked as follows:

- Orange ribbon and paint for asphalt cutting.
- Construction stakes for everything else.

1-16 CONSTRUCTION STAKES SET BY STATE

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Q-3300	125+30	Np Culvert Replacement and Realignment
Q-3300	207+10	Bridge Maintenance

1-18 REFERENCE POINT DAMAGE

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

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul.

1-21 HAUL APPROVAL

The Purchaser shall not use roads under this Road Plan without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

On all roads, the Purchaser shall notify the Contract Administrator a minimum of 3 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

Written approval by Contract Administrator needs to be given at these phases of road work:

- Subgrade approval
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS

1-27 TIMING RESTRICTION FOR MARBLED MURRELET

On the following road(s), timber felling, roadwork or operation of heavy equipment performed during the marbled murrelet nesting season (April 1 through September 23), is restricted to, two hours after sunrise to two hours before sunset. This does not apply to hauling timber, rock or equipment.

<u>Road</u>	<u>Stations</u>
Q-3300	All Stations
Q-3307	0+00 to 8+00

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 shall suspend roadwork or hauling of right-of-way timber, forest products, or rock under the following conditions:

- 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, the Purchaser will be required to cease operations, or perform corrective maintenance or repairs, subject to specifications within this Road Plan. Before and during any suspension, the Purchaser shall protect the work from damage or deterioration.

1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

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

If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road work and hauling operations. Any dirt, rock, or other material tracked or spilled on bridge or asphalt surface(s) shall be removed immediately. Any damage to the surface(s) shall be repaired at the Purchaser's expense as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

On all roads, snow plowing shall be permitted only after the execution of a Snow Plowing Agreement, which is available from the Contact Administrator upon request. Purchaser shall request a Snow Plowing Agreement each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

At existing road approaches to county roads and state highways, any mud, dirt, rock or other material tracked or spilled on the asphalt surface shall be removed immediately by the Purchaser.

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

The following county roads and state highways are affected by this sale:

<u>Road Name</u>
Clearwater County Road

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.

C-060 Designated Roads

<u>Road</u>	<u>Stations</u>
Q-3000	All
Q-3360S	All

2-4 PASSAGE OF LIGHT VEHICLES

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

<u>Road</u>	<u>Stations</u>
Q-3000	All
Q-3300	0+00 – 225+50

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), a grader shall be used to shape the existing surface.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
Q-3300	0+00 – 255+50	Grade, shape, compact, and remove shoulder and surface vegetation on non-asphalt areas

2-6 CLEANING CULVERTS

As directed by Contract Administrator, inlets and outlets of culverts shall be cleaned before the start of timber haul and shall be subject to the written approval of the Contract Administrator.

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean and/or construct the ditches, headwalls, and catch basins. Work shall be completed before the start of timber haul and shall be done in accordance with the Typical Section Sheet. Pulling ditch material across the road or mixing in with the road surface will not be allowed. Ditchlines, headwalls, and catch basins shall not encroach into the existing road.

<u>Road</u>	<u>Left or Right</u>	<u>Comments</u>
Q-3300	L&R	As directed by Contract Administrator

2-8 MAINTAINING EROSION CONTROL STRUCTURES

On the following road(s), Purchaser shall clean and maintain all erosion control devices. Work shall be completed before the start of timber haul and shall be done in accordance with all pertaining clauses contained in this Road Plan. Excavated material shall be disposed of in accordance with Clause 4-35 through Clause 4-38.

<u>Road</u>	<u>Stations</u>	<u>Work Needed</u>
Q-3300	All	As Directed

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract Clauses G-010 Products Sold And Sale Area or G-011 Right To Remove Forest Products And Contract Area, that is larger than one cubic foot in volume within the grubbing Typical Section Sheet.

3-21 DISPOSAL COMPLETION

All disposal of organic debris, shall be completed before the application of rock.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris at the following locations shall be located as listed below.

<u>Road</u>	<u>Stations</u>	<u>Waste Area Location</u>	<u>FPA Identifier</u>
All	As needed	Tacoma Creek Pit	WA1

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades road prism 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 will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Organic debris shall not be buried unless otherwise stated in this Road Plan.

SUBSECTION PILE

3-31 PILING

Organic debris shall be piled no closer than 20 feet from standing timber in areas specified in Clause 3-22 Designated Waste Area For Organic Debris. Piles shall be free of rock and soil.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

All roads shall be constructed, reconstructed, and maintained using a track mounted hydraulic excavator unless stated otherwise within this Road Plan, or permission to do otherwise is granted in writing by the Contract Administrator.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-5 CUT SLOPE RATIO

Unless construction staked or designed excavation slopes shall be constructed no steeper than shown on the following table:

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

4-6 EMBANKMENT SLOPE RATIO

Unless construction staked or designed embankment slopes shall be constructed no steeper than shown on the following table:

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

4-7 SHAPING CUT AND FILL SLOPE

Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier revegetation.

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.

Embankment widening shall be applied equally to both sides of the road to achieve the required width.

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

Turnouts shall be intervisible with maximum of 1,000 feet between turnouts unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Turnout locations shall be subject to written approval by the Contract Administrator.

4-22 TURNAROUNDS

Turnarounds shall be no larger than 50 feet long and 30 feet wide. Locations shall be subject to written approval by the Contract Administrator.

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

The Purchaser shall construct ditches into the subgrade as specified on the Typical Section Sheet. Excavated slopes shall be consistent with Clause 4-5 Cut Slope Ratio. Ditches shall be constructed concurrently with construction of the subgrade.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

On all roads, pulling ditch material across the road or mixing in with the road surface will not be allowed. Excavated material shall be disposed of as specified in Clause 4-36 through Clause 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

SUBSECTION WASTE MATERIAL (DIRT)

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

Waste material shall be deposited in the listed designated areas. The amount of material to be contained in a waste area shall be at the discretion of the Contract Administrator.

Note: All amount values are estimated bank yards.

<u>Waste Area Location</u>	<u>FPA Identifier</u>	<u>Waste Generated From Road</u>	<u>Estimated Volume</u>	<u>Waste Area Permitted Vol.</u>
Tacoma Creek Pit	WA1	All Roads	As Needed	1,000 yd ³

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

4-39 WASTE AREA COMPACTION

Excavated material may be deposited adjacent to the road prism on side slopes up to 45% if the waste material is compacted and free of debris. On side slopes of 45% or more, all excavation shall be end hauled or pushed to designated waste areas. All waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts and routing excavation equipment over the entire width of the lifts, with the exception of side hill embankments too narrow to accommodate excavation equipment which may be placed by end-dumping or sidecasting until sufficiently wide to support the equipment.

SUBSECTION SHAPING

4-55 ROAD SHAPING

The road subgrade and surface shall be shaped as shown on the Typical Section Sheet. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free.

4-56 DRY WEATHER SHAPING

At any time of year, 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.

SUBSECTION COMPACTION

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. A plate compactor must be used for areas specifically requiring keyed embankment construction, and embankment segments too narrow to accommodate equipment.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades in accordance with the Compaction List by routing equipment over the entire width, except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before placement of rock.

4-62 DRY WEATHER COMPACTION

At any time of the year, 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.

4-64 WASTE MATERIAL COMPACTION

All waste material shall be compacted by running equipment over it or bucket tamping.

4-65 CULVERT BACKFILL COMPACTION

Culvert backfills shall be accomplished by using a jumping jack compactor, performing at least 2 passes per lift, in lifts not to exceed 8 inches.

4-66 COMPACTION BY METHOD

Compaction shall consist of three complete passes over the entire width of each lift with a vibratory drum roller weighing a minimum of 6,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

On the following road(s), berms shall be removed from road shoulders to permit the escape of runoff. Material shall be disposed of in accordance with Clauses 4-35 through 4-38. The construction of ditchouts will be required where ponding will result from the effects of sidecast debris.

<u>Road</u>	<u>Stations</u>
Q-3300	138+60 to 139+60 & 140+00 to 150+00

5-4 PUNCHEON RESTRICTED

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator.

SUBSECTION CULVERTS

5-5 CULVERTS

Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall 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 shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil. Culverts shall be new and meet the material specifications in Clauses 10-15 through 10-23.

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Installation shall be in accordance with the Typical Cross Drain Culvert Installation Detail, Typical Type Ns Np Culvert Installation Detail, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures", and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe shall be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

Cross drains on road grades in excess of 3% shall 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. Where the cross drain is at the low point in the road, culverts shall not be skewed. Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

5-18 CULVERT DEPTH OF COVER

Cross drain culverts shall be installed with a depth of cover of not less than 18 inches of compacted depth over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer's design, Type Ns Np Typical Detail Sheet, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. Rock shall weigh at least 10 pounds and be placed by zero-drop-height method. Energy dissipater shall extend a minimum of $\frac{3}{4}$ foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

Catch basins shall be constructed to resist erosion. Approximate dimensions are 1-2 feet deep, 1-2 feet wide, and 2-4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Headwalls shall be constructed in accordance with the Typical Cross Drain Culvert Installation Detail at all cross drain culverts that specify the placement of rock. Rock used for headwalls shall consist of oversize or quarry spall material. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Rock shall not restrict the flow of water into culvert inlets or catch basins. No end dumping of rock is allowed.

5-27 ARMORING FOR STREAM CROSSING CULVERTS

At the following culvert(s), rip rap shall be set in place immediately following construction of the embankment. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the Typical Type Ns Np Culvert Installation Detail as directed by the Contract Administrator. Rock shall not restrict the flow of water into culvert inlets or catch basins. Rock shall be set in place by machine. Placement shall be by zero-drop-height method only. No placement by end dumping or dropping of rock shall be allowed.

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>	<u>yd³</u>
Q-3300	38+00	Light Loose Rip Rap	2
Q-3300	45+20	Light Loose Rip Rap	2
Q-3300	125+30	Light Loose Rip Rap	2
Q-3300	As Directed by CA	Light Loose Rip Rap	4

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Tacoma Creek Pit	T24N R11W Sec4, 8, 9	Crushed, Pit Run, and Light Loose Rip Rap

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the Rock List may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall remove no more than 30 cubic yards of 1½”minus crushed rock, unless authorized by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Quantity (yd³)</u>
Tacoma Creek Pit	1 ½” Stock Pile	30yd ³

SUBSECTION ROCK GRADATIONS

6-29 1 ½-INCH MINUS CRUSHED ROCK

% Passing 1 ½” square sieve	100%
% Passing 1” square sieve	50 - 85%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

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

6-50 LIGHT LOOSE RIP RAP

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

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
20% / 90%	300 lbs. to 1 ton	12”- 36”

SUBSECTION ROCK MEASUREMENT

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 estimated truck 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.

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

Subgrade drainage installation including grading and compaction, shall be completed and approved in writing by the Contract Administrator, before rock application.

6-71 ROCK APPLICATION

Rock shall be applied in accordance with the specifications and quantities shown on the Rock List. Rock shall be spread, shaped, and compacted full-width concurrent with rock hauling operations. Rock shall be compacted in accordance with Compaction List, in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply 1 1/2" minus crushed rock in accordance with the quantities shown on the Rock List.

<u>Road</u>	<u>Stations</u>	<u>Amount</u>
Q-3300	As Needed	20yd ³

6-78 ROCK FOR SPOT PATCHING

Rock for spot patching shall be applied before any grading is done and before any rock lifts are applied. Once applied, spot patches shall be graded into the existing running surface.

SECTION 7 – STRUCTURES

SUBSECTION STREAM CROSSING STRUCTURES GENERAL

7-5 STRUCTURE DEBRIS

The Purchaser shall ensure that debris from the installation or removal of structures does not enter any stream. Components removed from the existing structures(s) shall be placed at designated site(s), as directed in writing by the Contract Administrator. The Purchaser is responsible for maintaining a clean jobsite, with all materials stored away from any high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream shall be removed immediately and placed in the site(s) designated for stockpiling or disposal. The Purchaser is responsible for retrieving all material carried downstream from the jobsite by the stream current.

7-6 STREAM CROSSING INSTALLATION

Installation of stream crossing structures shall be in accordance with the manufacturer's requirements, and as directed by the District Engineer or their designee.

7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES

Bank protection shall be designed and constructed to prevent the undermining of the structure.

SUBSECTION ACCEPTANCE

7-20 REQUIRED NOTIFICATION AND APPROVAL

Purchaser shall provide the District engineer or their designee 3 day notification prior to beginning road work on the Q-3300. Purchaser shall receive approval for completed road work on the Q-3300 roads from the District engineer or their designee prior to log haul on those roads.

SUBSECTION BRIDGE MAINTENANCE

7-30 BRIDGE MAINTENANCE

On the following road(s), bridge maintenance, as listed below, is required as part of this contract. All old bridge material shall be removed from state land by the Purchaser before the termination of the contract.

<u>Road</u>	<u>Station</u>	<u>Requirements</u>	<u>Detail Sheet</u>
Q-3300	207+10	Install Bull Rails	Bridge Surfacing and Shear Rail Details

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

On the following road(s), Purchaser shall install sediment control structures as listed below.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
Q-3300	As needed	Silt Fencing and Catch basins as directed by the CA.

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall furnish and evenly spread a 3-inch layer of straw to all exposed soils at stream culvert installations. Soils shall not be allowed to sit exposed during any rain event.

SUBSECTION REVEGETATION

8-15 REVEGETATION

Purchaser shall grass seed and hay mulch all exposed soils (except active areas within pits and newly stripped pit areas) as directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of revegetation must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

All seed, mulch, hay, matting, etc. will be provided by the Purchaser.

8-17 REVEGETATION TIMING

Purchaser shall perform revegetation during the first available opportunity. Soils shall not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator. Soils shall not be allowed to sit exposed during any rain event.

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover over the revegetated area. The protective cover may consist of, but not be limited to, such items as dispersed hay mulch 3" thick or jute matting.

8-19 ASSURANCE FOR SEEDED AREA

The Purchaser shall be responsible to ensure a uniform and dense crop of grass. The Purchaser shall reapply the seed and/or mulch in areas that have been damaged through any cause, before approval from the Contract Administrator. The Purchaser shall restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and/or mulch at no additional cost to the state.

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soils at a rate of 60 pounds per acre of exposed soil.

<u>Seed Species</u>	<u>% by Weight</u>
• Perennial Ryegrass	40.00
• Creeping Red Fescue	40.00
• White Dutch Clover	10.00
• Colonial Bentgrass	10.00

Grass seed shall 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

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

Post-haul maintenance shall be performed in accordance with the Forest Access Road Maintenance Specifications and as specified below.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
Q-3300	0+00 – 225+50	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator Apply post haul rock as per Clause 6-72.
Q-3307	All	Clean ditches, grade road shape and compact as directed by the Contract Administrator
Q-3307.4	All	Grade road shape as directed by the Contract Administrator

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

Geotextiles shall meet the following minimum requirements for strength and property qualities, and shall be designed by the manufacturer to be used for filtration. Woven slit-film geotextiles will not be allowed. Material shall be free of defects, cuts, and tears.

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.
Water permittivity	D 4491	0.02 sec ⁻¹
Grab tensile strength	D 4632	180 lb. in machine direction, 100lb in cross-machine direction
Grab tensile elongation	D 4632	30% max. at 180 lb. or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts shall meet AASHTO M-36 (ASTM A-760) specifications. Culverts shall be aluminized (aluminum type 2 coated meeting AASHTO M-274).

10-16 CORRUGATED ALUMINUM CULVERT

Aluminum culverts shall meet AASHTO M-196 (ASTM A-745) specifications.

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts shall meet AASHTO M-294 specifications. Culverts shall be Type S – double walled with a corrugated exterior and smooth interior.

10-20 FLUME AND DOWNSPOUT

Downspouts and flumes shall meet the AASHTO specification designated for the culvert. Plastic downspouts and flumes shall be Type S – double walled with a corrugated exterior and smooth interior.

10-21 METAL BAND

Metal coupling and end bands shall meet the AASHTO specification designated for the culvert and shall have matching corrugations. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches. On culverts over 24 inches, bands shall have a minimum width of 24 inches.

10-22 PLASTIC BAND

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

10-23 RUBBER CULVERT GASKETS

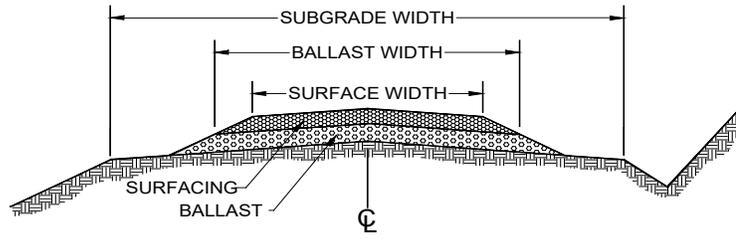
Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

10-24 GAGE AND CORRUGATION

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

<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1/2"
24" to 42"	14 (0.079")	2 ² / ₃ " X 1/2"
48" to 54"	12	3" X 1"
60" +	10	5" X 1"

ROCK LIST SHEET



1. Rock quantities, subtotals and totals are “truck measure” estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼” minus to 4” minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources = 1: Tacoma Creek Pit (1½” minus)
 2: Tacoma Creek Pit (Pit Run)
 3: Tacoma Creek Pit (Light Loose Rip Rap)

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
Q-3300	0+00	225+50							1	16	3	-	20		
Culvert	38+00													3	2
Culvert	45+20													3	2
Culvert	124+80	125+80	18		16	3	40	20	1	16	3	10	10	3	2
Misc.														3	4
Totals:								40					30		10

CULVERT LIST

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)		RIP RAP - INLET (cy)	RIP RAP - OUTLET (cy)	BACKFILL MATERIAL	NOTES
Q-3300									
Culvert	38+00			-		-	2		
Culvert	45+20			-		-	2		
Culvert	125+30	36	50	-		-	2	PR	*Back fill with PR and cap with Crushed

All rip rap shall be Oversize unless specified in the Rock List, or in the field.
ALL BACKFILL SHALL BE NATIVE MATERIAL (NT) UNLESS SPECIFIED OTHERWISE.
CR= 1 1/2" - CRUSHED ROCK, PR = PIT RUN.
*** INDICATES TYPED WATER CROSSING.**

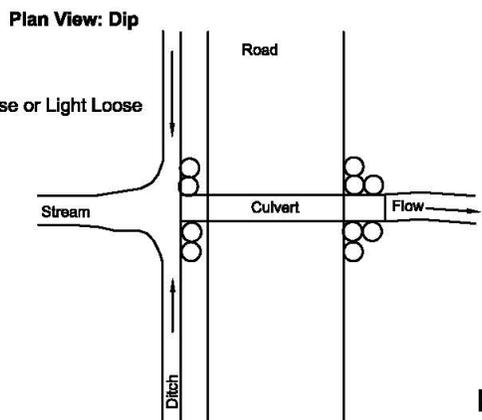
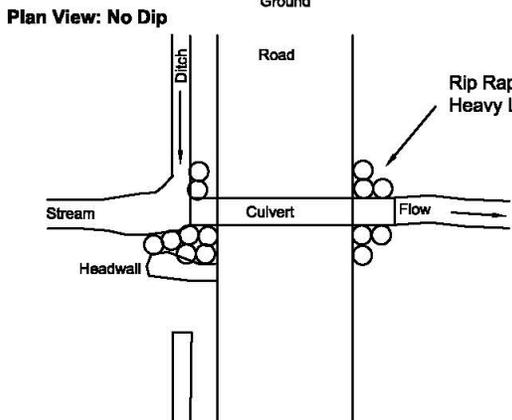
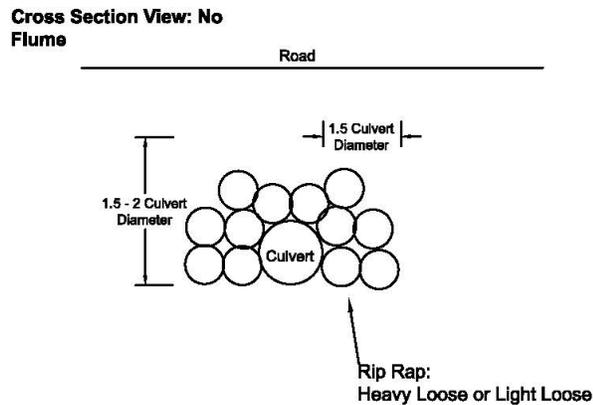
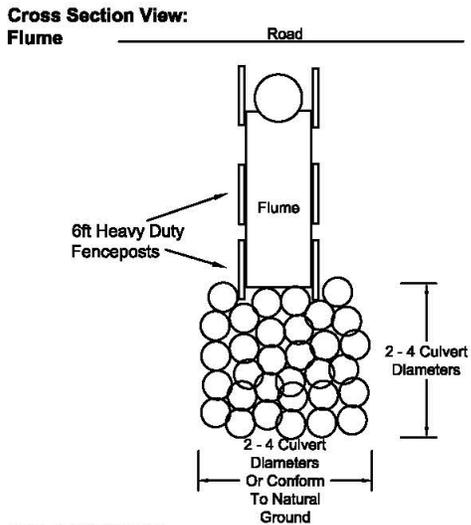
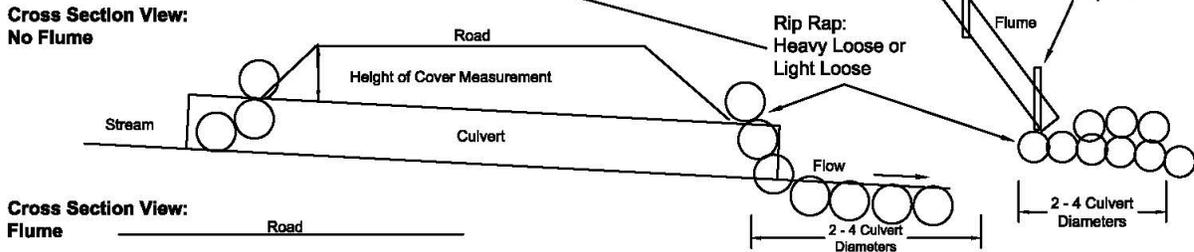
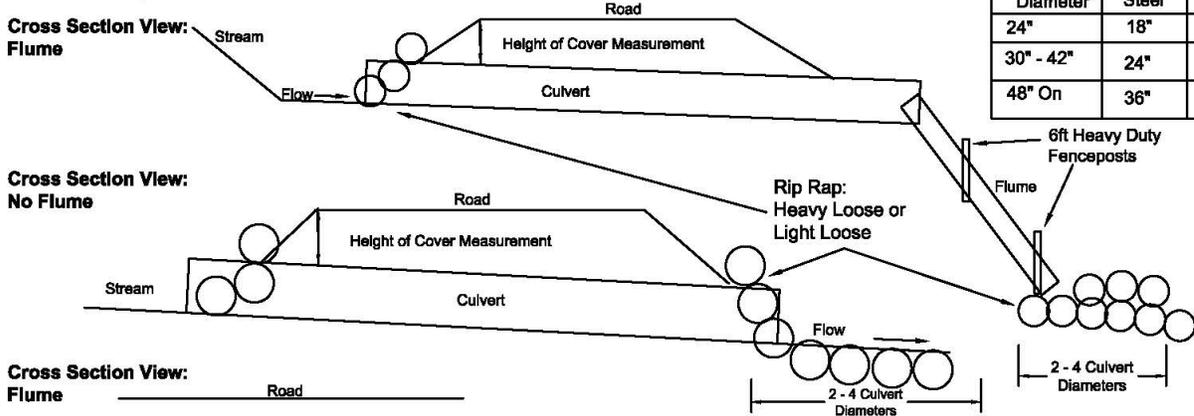
COMPACTION LIST

Road	Stations	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Q-3300	All	Culverts	3	Jumping Jack		3	
	All Non-Paved Section	Pre-haul Surface, Rock, Post-haul Surfaces	6	Vibratory Smooth Drum	6000	2	3
Q-3307	All						

Typical Type Ns, Np Culvert Installation Detail Sheet.

- Water shall be diverted away from the work site before any "in stream" work begins, and shall continue until culvert installation is complete.
- Culvert lay shall match stream gradient up to 5%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Rip rap shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Rip rap shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume rip rap shall be placed along the fill at the outlet, unless there is stream drop or it is called for in the Road Plan, at which point it will be installed as an energy dissipater at the end of the culvert as specified in this Detail. All rip rap distance to be determined by the Contract Administrator or the District Engineer.
- Backfill compaction shall be achieved using a jumping jack, walk behind vibratory roller, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus 3 times the width of the compactor footprint used.

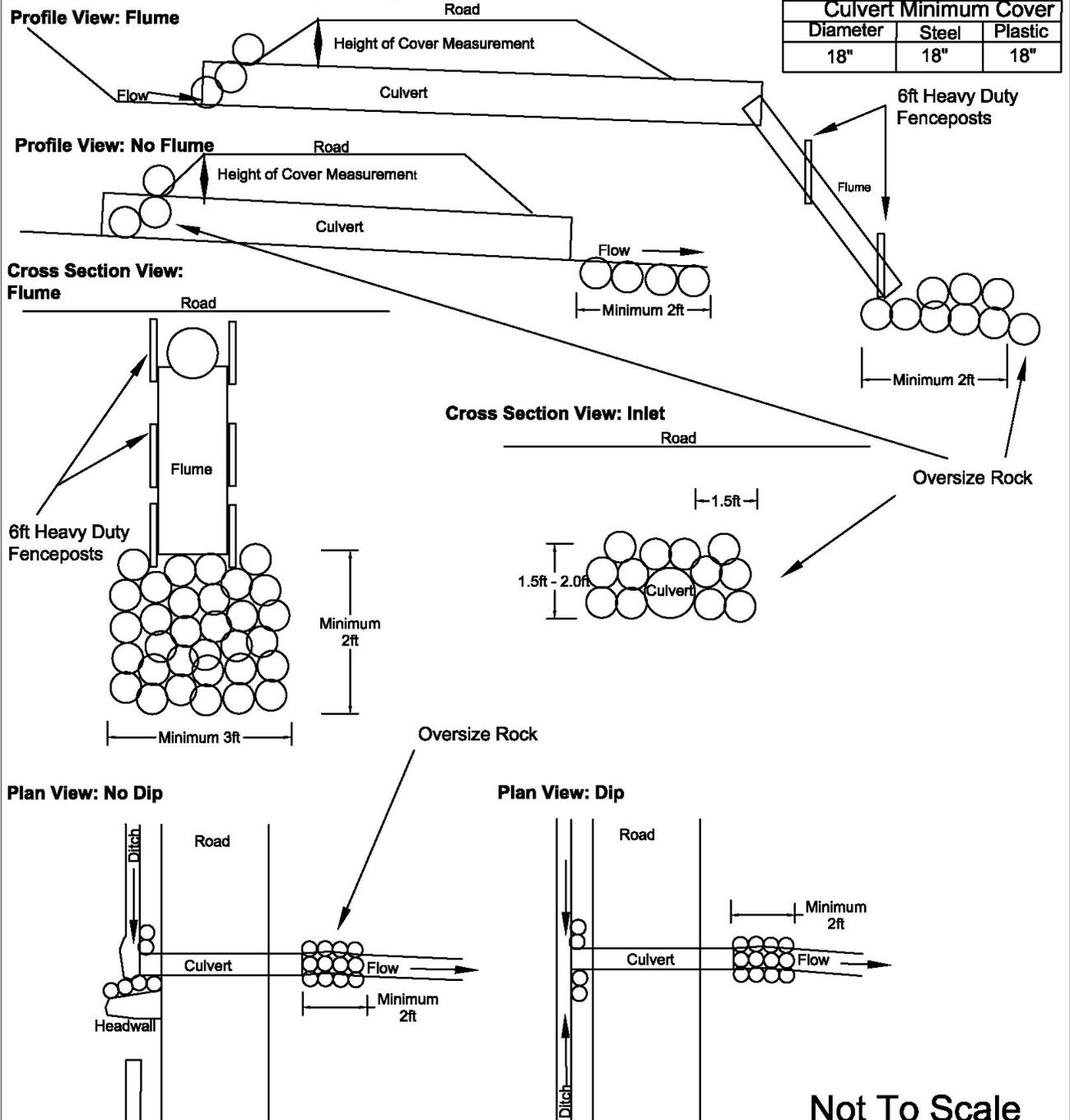
Culvert Minimum Cover		
Diameter	Steel	Plastic
24"	18"	24"
30" - 42"	24"	24"
48" On	36"	36"



Not To Scale

Typical Cross Drain Culvert Installation Detail Sheet

- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipater as specified in this Detail. All oversize distance to be determined by the Contract Administrator.
- Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus at least the width of the compactor footprint used..



Not To Scale

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

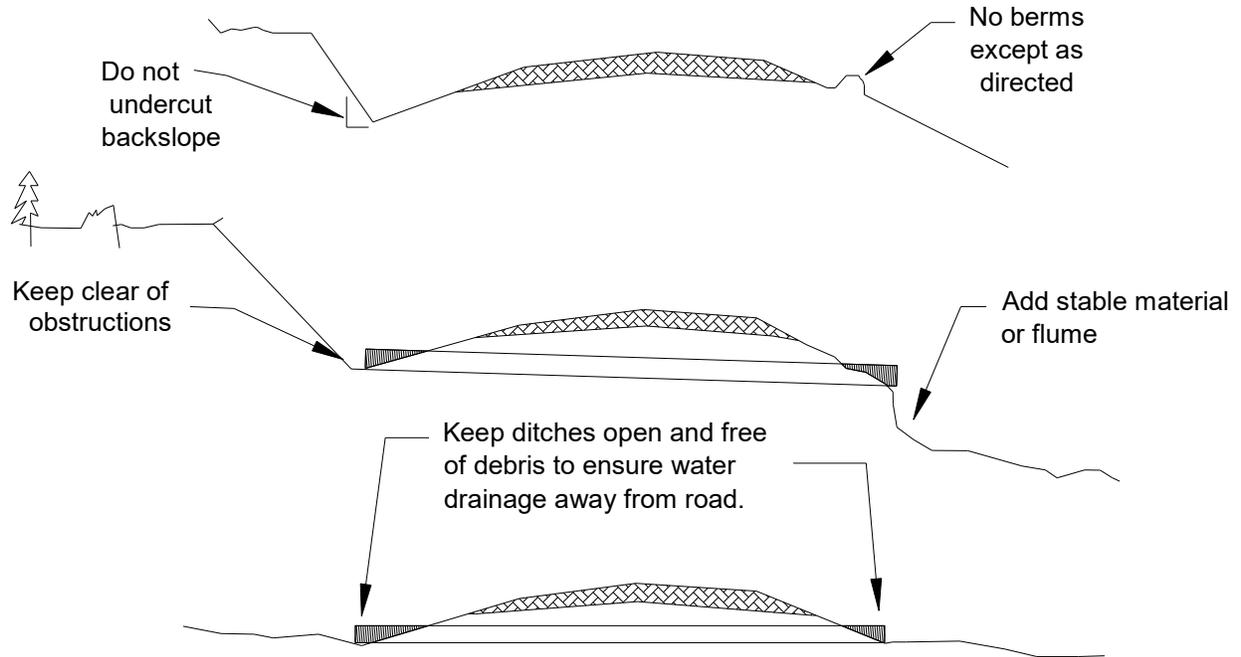
Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

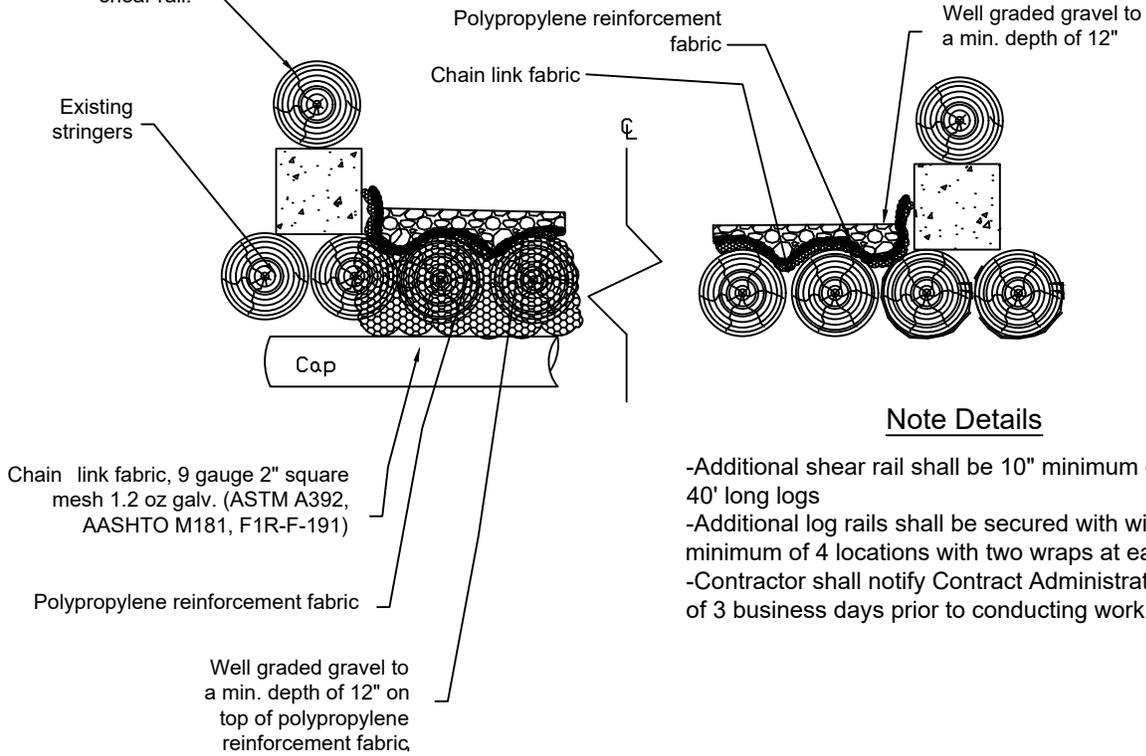
Debris

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



SHEAR RAIL ADDITION DETAILS

Tie 10" minimum diameter 40' log on top of existing concrete block shear rail.



Chain link fabric, 9 gauge 2" square mesh 1.2 oz galv. (ASTM A392, AASHTO M181, F1R-F-191)

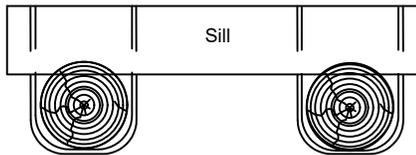
Polypropylene reinforcement fabric

Well graded gravel to a min. depth of 12" on top of polypropylene reinforcement fabric

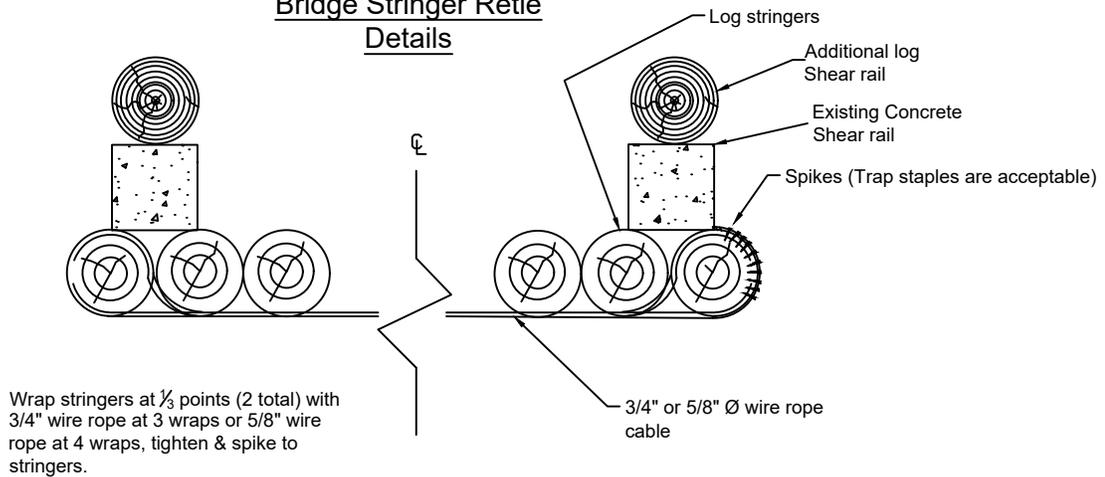
Note Details

- Additional shear rail shall be 10" minimum diameter by 40' long logs
- Additional log rails shall be secured with wire rope at a minimum of 4 locations with two wraps at each location.
- Contractor shall notify Contract Administrator a minimum of 3 business days prior to conducting work.

Lashing Detail



Bridge Stringer Retie Details



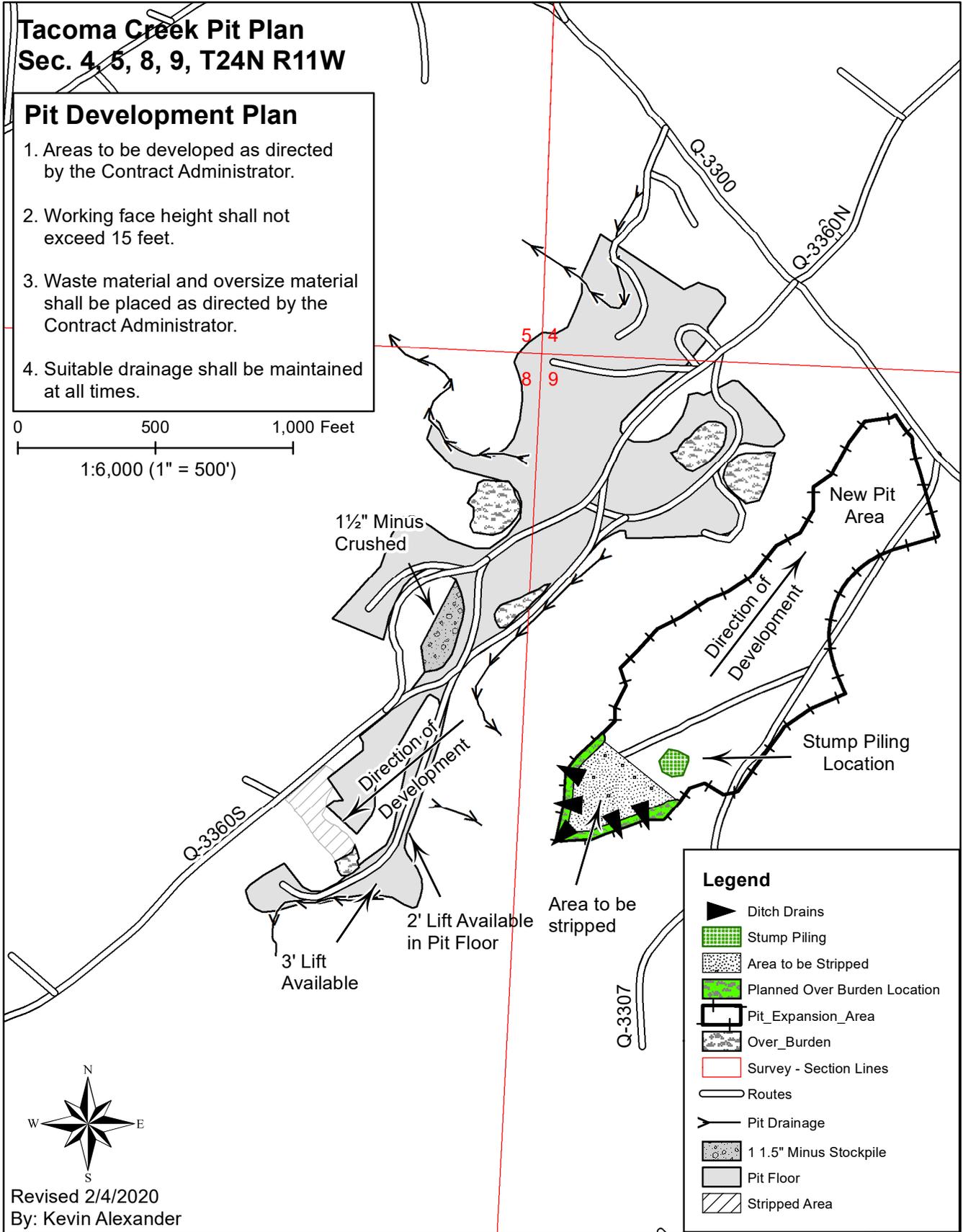
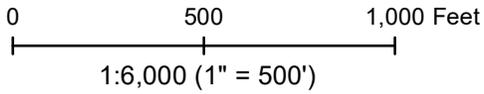
Wrap stringers at $\frac{1}{3}$ points (2 total) with $\frac{3}{4}$ " wire rope at 3 wraps or $\frac{5}{8}$ " wire rope at 4 wraps, tighten & spike to stringers.

Tacoma Creek Pit Plan

Sec. 4, 5, 8, 9, T24N R11W

Pit Development Plan

1. Areas to be developed as directed by the Contract Administrator.
2. Working face height shall not exceed 15 feet.
3. Waste material and oversize material shall be placed as directed by the Contract Administrator.
4. Suitable drainage shall be maintained at all times.



Legend

- Ditch Drains
- Stump Piling
- Area to be Stripped
- Planned Over Burden Location
- Pit Expansion Area
- Over Burden
- Survey - Section Lines
- Routes
- Pit Drainage
- 1 1.5" Minus Stockpile
- Pit Floor
- Stripped Area

Revised 2/4/2020
By: Kevin Alexander

DEPARTMENT OF NATURAL RESOURCES

FORM 9-87(Rev. 01-08)

SUMMARY - Road Development Costs

SALE NAME: Tacoma Creek Pit Expansio CONTRACT#: 30-099415 REGION: Olympic DISTRICT: Coast
 LEGAL DESCRIPTION: Sec: 4, 7, 9 T24N R11W

ROAD NAME:	Q-3300	Q-3300	Q-3307	TOTAL:		
ROAD TYPE:	Prehaul	Posthaul	Posthaul			
NUMBER OF STATIONS:	226	226	15	465.50		
SIDESLOPE:	0	0	0	0%		
CLEARING AND GRUBBING:	\$ -	\$ -	\$ -	\$0		
ROAD BRUSHING:	\$ -	\$ -	\$ -	\$0		
EXCAVATION AND FILL:	\$ -	\$ -	\$ -	\$0		
ROAD GRADING:	\$ 1,465.75	\$ 1,465.75	\$ 94.25	\$3,026		
DITCH CLEANING/CONSTRUCTION:	\$ -	\$ -	\$ -	\$0		
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:						
Ballast:	40	20	40	0	0	\$40
			\$ 405.20	\$ -	\$ -	
Surface:	30	30	30	0	0	\$30
			\$ 296.40	\$ -	\$ -	
Oversize:	10	10	10	0	0	\$10
			\$ 103.80	\$ -	\$ -	104
CULVERTS AND FLUMES:	\$ 3,899.00	0	0			\$3,899
STRUCTURES:	\$ 1,000.00	\$ -	\$ -			\$1,000
MISC. EXPENSES:	\$ 1,569.18	\$ 1,319.18	\$ 84.83			\$2,973
OVERHEAD:	\$ 961.33	\$ 334.19	\$ 21.49			\$1,317
TOTAL COSTS:	\$ 9,700.65	\$ 3,119.12	\$ 200.56			\$13,020
COST PER STATION:	\$ 43.02	\$ 13.83	\$ 13.83			\$28

MOBILIZATION: \$5,150
 ROAD DECOMMISSIONING AND ABANDONMENT COSTS: \$0

Pit Work

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

Sheet 1 of 1

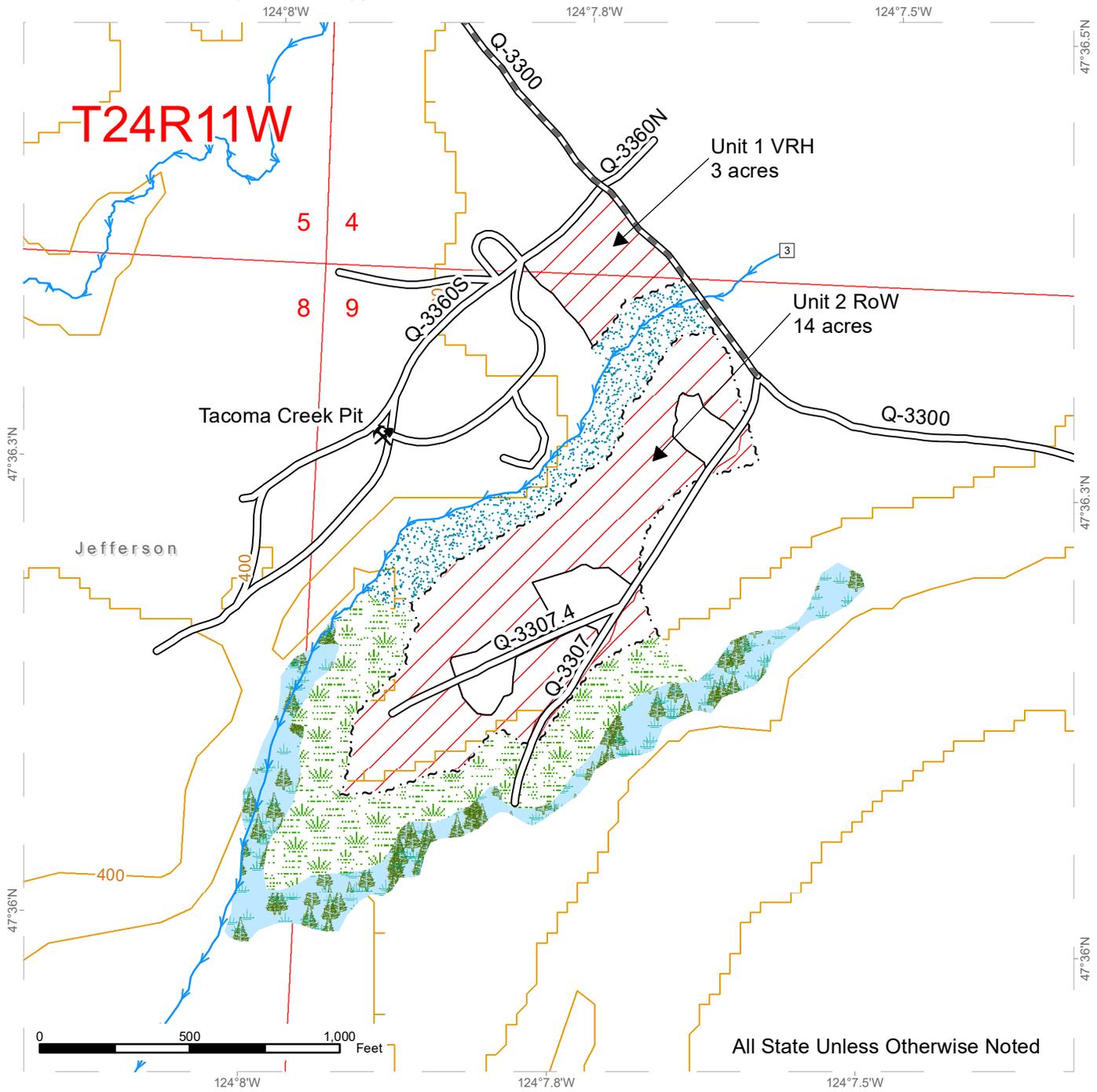
Plans to be furnished by: Kevin Alexander

Road Standard	Const.	Reconst.	Prehaul	Posthaul	TOTAL (All Roads) =	\$18,170.33
Total Costs =	\$ -	\$ -	\$ 12,275.65	\$ 5,894.68	SALE VOLUME MBF =	326
Total Sta. =	0	0	226	240	TOTAL COST PER MBF =	\$55.74
Cost per Sta. =			\$ 54.44	\$ 24.56	TOTAL COST PER STATION =	\$39.03
Compiled by:	Kevin Alexander				Date:	12/4/2019

LOGGING PLAN MAP

SALE NAME: TACOMA CREEK PIT EXPANSION
AGREEMENT#: 30-099415
TOWNSHIP(S): T24R11W
TRUST(S): University - Transferred (5)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 400'



~ ~ ~	Sale Boundary Tags		Streams		Forested Wetland
—	Timber Type Change		Stream Type		Riparian Mgt Zone
~ ~ ~ ~	Right of Way Tags	*	Stream Type Break		Wetland Mgt Zone
	Existing Roads		Rock Pit		Contours 40-foot
	Required Pre-Haul Maintenance				Ground Harvest Method





WASHINGTON STATE DEPARTMENT OF
Natural Resources
 Peter Goldmark - Commissioner of Public Lands

DOCUMENT INFORMATION

Access Road

Application No: 55-093231
Region: Olympic
County: Jefferson
Grantee: WA State Department of Natural Resources
Grantor: The Nature Conservancy

Description

Portions of:	Sec	Twp	Rge	Trust		GIS Parcel #
*Gov. Lots 13, 15, 16, 17, SE1/4SE1/4	6	24	12W	Private	(00)	0000
*Gov. Lots 1-2, 5-12, 15, NE1/4NE1/4, SE1/4SE1/4	7	24	12W	Private	(00)	0000
*W1/2W1/2	8	24	12W	Private	(00)	0000
*Gov. Lots 2, 3, 4, 5, 6, 7, W1/2NE1/4, NW1/4SE1/4, E1/2SW1/4SE1/4, Tax lot 8	18	24	12W	Private	(00)	0000
*Gov. Lots 8-10, E1/2NE1/4, SW1/4NE1/4	19	24	12W	Private	(00)	0000
*Gov. Lots 5-6, SE1/4NE1/4	1	24	13W	Private	(00)	0000
*E1/2E1/2	13	24	13W	Private	(00)	0000
*All	33	25	12W	Private	(00)	0000
**SE1/4	20	24	12W	Private	(00)	0000
**All	21	24	12W	Private	(00)	0000
**N1/2NE1/4, NE1/4NW1/4	29	24	12W	Private	(00)	0000

Granted prior to state ownership by The Nature Conservancy via grant of existing easement rights through Corrected Warranty Deed to DNR dated June 8, 2015.

*First easement was granted by The Nature Conservancy to Rayonier Forest Resources LP via Easement dated February 22, 2011.

**Second Easement was granted by Timberlands Holding Company Washington, Inc. to The Nature Conservancy via Easement dated November 20, 2013.

Special Notations

Acquired pursuant to Queets East acquisition (08-089163).

Easement benefits property acquired by DNR under this transaction.

Title Examiner: Beth Hughes

Date: November 2, 2015

Proofread by _____ Date. _____

577626 PGS:13 EASE

07/17/2013 03 30 PM \$84.00 JEFFERSON TITLE CO INC
Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

When recorded return to:

RAYONIER FOREST RESOURCES LP
3033 INGRAM STREET
HOQUIAM WA 98550

NO REAL ESTATE
EXCISE TAX REQUIRED
JEFFERSON COUNTY TREASURER

BY: *A. Legendy*

RE: 75749

THIS DOCUMENT IS BEING RE-RECORDED TO ADD A MAP EXHIBIT

Document Title:

EASEMENT

Grantor:

THE NATURE CONSERVANCY

Grantee:

RAYONIER FOREST RESOURCES LP

LEGAL DESCRIPTION (Abbreviated):

The Nature Conservancy (encumbered) Property:

APN	SEC/TWN/RGE	LEGAL
412063002	S6 T24 R12W	LT 13,15,16,17; SESE
PTN 412071001	S7 T24 R12W	LOTS 1-2; LOTS 5 THRU 12,15; NENE, SESE
PTN 412082000	S8 T24 R12W	W1/2NW; W1/2SW EXC ROW
PTN 412182004	S18 T24 R12W	LT 2,3,6,7& LT4 LS N 1191.9 W/RD; W1/2 NE1/4; NWSE; E1/2SW1/4SE1/4
412182020	S18 T24 R12W	GOV LOT 5
412183009	S18 T24 R12W	TX 8
412193002	S19 T24 R12W	LTS 8,9,10; E1/2NE1/4; SWNE
PTN 413011002	S1 T24 R13W	GOV LOTS 5 AND 6, SENE
PTN 413131000	S13 T24 R13W	E1/2NE1/4; E1/2SE1/4
512331001	S33 T25 R12W	ALL OF SECTION

Rayonier (benefited) Property:

APN	SEC/TWN/RGE	LEGAL
412011001	S1 T24 R12W	GOV LOTS 1,2,3
412021001	S2 T24 R12W	GOV LOT 2(LESS R/W)
412031001	S3 T24 R12W	GOV LOTS 1,2,3,4 &
412041001	S4 T24 R12W	LTS 1,2,3,4, SE1/4,
412051002	S5 T24 R12W	S1/2 NE
412071001	S7 T24 R12W	GOV LOT 3 AND 4; E1/2 NE1/4
412081000	S8 T24 R12W	ALL OF SECTION EXC W1/2NW1/4 & W1/2SW1/4
412091000	S9 T24 R12W	ALL OF SECTION
412101001	S10 T24 R12W	N1/2 NE
412151000	S15 T24 R12W	ALL OF SECTION
412171001	S17 T24 R12W	ALL OF SECTION(LESS
412182004	S18 T24 R12W	E1/2NE1/4, E1/2SE1/4
412201001	S20 T24 R12W	NE1/4(LESS NW NE)
413011001	S1 T24 R13W	GOV LOT 1-4; S1/2NW1/4; W1/2SE1/4; SW; SWNE
413021001	S2 T24 R13W	LOTS 1,2,3
413111000	S11 T24 R13W	ALL OF SECTION
413124001	S12 T24 R13W	LOTS 1,2
413131000	S13 T24 R13W	SW; NW, W1/2NE1/4, W1/2SE1/4
413141000	S14 T24 R13W	ALL OF SECTION
413232001	S23 T24 R13W	E1/2
413241000	S24 T24 R13W	ALL OF SECTION
413251001	S25 T24N R13W	GOV LOTS 1,2,3 & 4
413261002	S26 T24N R13W	GOV LOTS 1,2,3 & 4
512303000	S30 T25 R12W	LT 3 & 4
512312000	S31 T25 R12W	GOV LTS 1,2
513253000	S25 T25 R13W	S1/2 OF SECTION
513363000	S36 T25 R13W	GOV LOTS 3,4

558206 PGS:10 EASE

02/22/2011 02:29 PM \$71.00 JEFFERSON TITLE CO INC
Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

AFTER RECORDING RETURN TO:

Rayonier Forest Resources, L. P.
3033 Ingram Street
Hoquiam, WA 98550

NO REAL ESTATE
EXCISE TAX REQUIRED
JEFFERSON COUNTY TREASURER

BY: *[Signature]*

EASEMENT

75749

DOCUMENT TITLE(s):

- 1. Easement

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED

None

GRANTOR(s):

- 1. The Nature Conservancy

*THIS DOCUMENT IS BEING
RE-RECORDED TO ADD THE
EXHIBIT A MAP

GRANTEE(s):

- 1. Rayonier Forest Resources, L.P.

LEGAL DESCRIPTION (Abbreviated):

The Nature Conservancy (encumbered) Property:

APN	SEC/TWN/RGE	LEGAL
412063002	S6 T24 R12W	LT 13,15,16,17; SESE
PTN 412071001	S7 T24 R12W	LOTS 1-2; LOTS 5 THRU 12,15; NENE, SESE
PTN 412082000	S8 T24 R12W	W1/2NW; W1/2SW EXC ROW
PTN 412182004	S18 T24 R12W	LT 2,3,6,7& LT4 LS N 1191.9 W/RD; W1/2 NE1/4; NWSE; E1/2SW1/4SE1/4
412182020	S18 T24 R12W	GOV LOT 5
412183009	S18 T24 R12W	TX 8
412193002	S19 T24 R12W	LTS 8,9,10; E1/2NE1/4; SWNE
RTN 413011002	S1 T24 R13W	GOV LOTS 5 AND 6, SENE
PTN 413131000	S13 T24 R13W	E1/2NE1/4; E1/2SE1/4
512331001	S33 T25 R12W	ALL OF SECTION

Rayonier (benefited) Property:

APN	SEC/TWN/RGE	LEGAL
412011001	S1 T24 R12W	GOV LOTS 1,2,3
412021001	S2 T24 R12W	GOV LOT 2(LESS R/W)
412031001	S3 T24 R12W	GOV LOTS 1,2,3,4 &
412041001	S4 T24 R12W	LTS 1,2,3,4, SE1/4,
412051002	S5 T24 R12W	S1/2 NE
412071001	S7 T24 R12W	GOV LOT 3 AND 4; E1/2 NE1/4
412081000	S8 T24 R12W	ALL OF SECTION EXC W1/2NW1/4 & W1/2SW1/4
412091000	S9 T24 R12W	ALL OF SECTION
412101001	S10 T24 R12W	N1/2 NE
412151000	S15 T24 R12W	ALL OF SECTION
412171001	S17 T24 R12W	ALL OF SECTION(LESS
412182004	S18 T24 R12W	E1/2NE1/4, E1/2SE1/4
412201001	S20 T24 R12W	NE1/4(LESS NW NE)
413011001	S1 T24 R13W	GOV LOT 1-4; S1/2NW1/4; W1/2SE1/4; SW; SWNE
413021001	S2 T24 R13W	LOTS 1,2,3
413111000	S11 T24 R13W	ALL OF SECTION
413124001	S12 T24 R13W	LOTS 1,2
413131000	S13 T24 R13W	SW; NW, W1/2NE1/4, W1/2SE1/4
413141000	S14 T24 R13W	ALL OF SECTION
413232001	S23 T24 R13W	E1/2
413241000	S24 T24 R13W	ALL OF SECTION
413251001	S25 T24N R13W	GOV LOTS 1,2,3 & 4
413261002	S26 T24N R13W	GOV LOTS 1,2,3 & 4
512303000	S30 T25 R12W	LT 3 & 4
512312000	S31 T25 R12W	GOV LTS 1,2
513253000	S25 T25 R13W	S1/2 OF SECTION
513363000	S36 T25 R13W	GOV LOTS 3,4

After recording return document to:
Rayonier Forest Resources, L.P.
3033 Ingram Street
Hoquiam WA 98550

EASEMENT

THIS AGREEMENT, made and entered into the 22nd day of February 2011, by and between THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation, with an address of 1917 First Avenue, Seattle, Washington 98101, ("Grantor") and RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, with a business address of 3033 Ingram Street, Hoquiam, Washington 98550, ("Grantee").

Witnesseth:

Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, non-exclusive easement upon, over, and along a right-of-way, sixty (60) feet in width, being thirty (30) feet on each side of the centerline of the roadways identified on the map attached hereto as Exhibit "A" and incorporated herein, said easement being located over and across Grantor's property described in Exhibit "B" which is attached hereto and incorporated herein.

The easement is for access to and intended to benefit Grantee's property described in Exhibit "C" and shall be appurtenant to and run with said lands.

The easement conveyed hereunder is subject as to said lands to all matters of public record.

The parties hereto hereby agree that the rights hereinabove granted by one party to the other shall be subject to the following terms and conditions:

1. The easement conveyed hereby is for ingress and egress for the purpose of construction, reconstruction, use and maintenance of roads for hauling timber, other forest products, rock, gravel and other valuable material. No rights of public access are granted by this easement. The Grantor's conveyance of an easement to Grantee shall be subject to the following conditions:
 - a. The Grantee's easement over the roadways identified in Exhibit A as Road Group 1 shall be effective only at such time as a bridge over the Clearwater River is constructed to connect the roadways in Road Group 1, provided that Grantor shall bear no portion of the cost of such construction.
 - b. The Grantee's easement over the roadways identified in Exhibit A as Road Group 2 shall be limited to use of only one alignment accessing Grantee's property at any one time, except for such use of both alignments as necessary during a period in which the alignment not in active use is being constructed, reconstructed, or maintained.

2. Grantor reserves for itself, its successors and assigns, all rights and privileges not expressly granted, including without limitation, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said rights-of-way on lands owned by Grantor and to use the roads on said rights-of-way in a manner that will not unreasonably interfere with the rights granted to the Grantee. In the event Grantee builds a bridge over the Clearwater River at the location shown in Road Group 1 on Exhibit A and Grantor desires to use such bridge for hauling forest products or other purposes, Grantor shall pay Grantee reasonable and customary use fees for use of the bridge.
3. Grantor reserves to itself all timber now on or hereafter growing within the rights-of-way on its said lands.
4. Grantee agrees to indemnify and save harmless Grantor from and against all cost, loss, liability and damage for injury to or death of persons and damage to or loss of property arising out of or related to the use, reconstruction, maintenance or repair of the roads or the easements by Grantee or any of the parties identified in Paragraph 9 herein.
5. The cost of road maintenance and resurfacing, if any, shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
 - (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
 - (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, including but not limited to, the road drainage systems, cuts, fills, sidecast areas, road structure and road facilities as nearly as possible in their present condition or as hereafter improved or as required by law.

In the event the road systems, or parts thereof, included in this agreement, are not being used for commercial hauling by any of the parties, the parties hereto shall meet and make provisions for maintenance of said roads. Such maintenance shall be the minimum required, unless otherwise agreed, to satisfy legal and safety considerations. The costs of such maintenance shall be shared based upon each party's percentage share of the total acreage tributary to the road or road segment.

6. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of

that which it would cause through normal and prudent usage of said road, and that damage which it causes through snowplowing or hauling during periods of inclement weather when road damage potential is, or should be, known to exist. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

7. Unless the parties hereto agree in writing to share the cost of improvements and/or road maintenance and resurfacing in advance of such improvements being made, such improvements shall be at the sole expense of the improver.

For the purposes of this agreement, improvement is defined as any valuable additions made to the road, amounting to more than maintenance, and intended to enhance the value or utility of a road.

8. **Dispute Resolution Procedures.** If a controversy, claim or dispute arises under this Agreement, either party may require that the matter shall be submitted for final and binding resolution to an arbitrator mutually agreed to by the parties, or, if they are unable to agree upon the arbitrator within ten (10) days, to an arbitrator to be chosen from the Arbitration Committee of the American Arbitration Association in Seattle, Washington. The arbitration shall be conducted in Seattle, Washington, pursuant to the laws of the State of Washington and the Commercial Arbitration Rules of the American Arbitration Association, and it shall proceed with due dispatch to resolution and award. The award shall be evidenced by a writing capable of being filed with any court of competent jurisdiction and enforced, and judgment upon the award rendered by the arbitrator may be entered in any such court. Nothing shall give the arbitrator the power or authority to alter, amend, change, modify, add to or subtract from any of the written terms of this Agreement.
9. Each party may grant to its employees, agents, contractors, timber buyers and business invitees, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party hereunder.
10. Grantee shall comply with all federal, state and local laws and regulations relating to its operations hereunder, including but not limited to any and all laws regulating forestry, fire and environmental protection, safety, workmen's compensation, labor and wage-and-hours, unemployment insurance, social security, and income tax. Grantee agrees to indemnify and hold Grantor harmless from any cost, loss, liability or obligation which the Grantor may sustain or incur by reason of the failure by the Grantee to comply with any and all such laws. Grantee shall comply with any additional reasonable measure which Grantor may specify.

[Signatures and acknowledgments on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

THE NATURE CONSERVANCY

By: _____

Its _____

GRANTEE.

RAYONIER FOREST RESOURCES, L.P.

By. Rayonier Timberlands Management, LLC
Its Managing General Partner

Its: _____
Authorized Individual

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of February, 2011, I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of The Nature Conservancy to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF GRAYS HARBOR)

On this 18 day of February, 2011, I certify that I know or have satisfactory evidence that EDUARDO HERNANDEZ is the person who appeared before me, and said

person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PACIFIC RESOURCE UNIT LEADER of Rayonier Timberlands Management, LLC, Managing General Partner of Rayonier Forest Resources, L.P., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

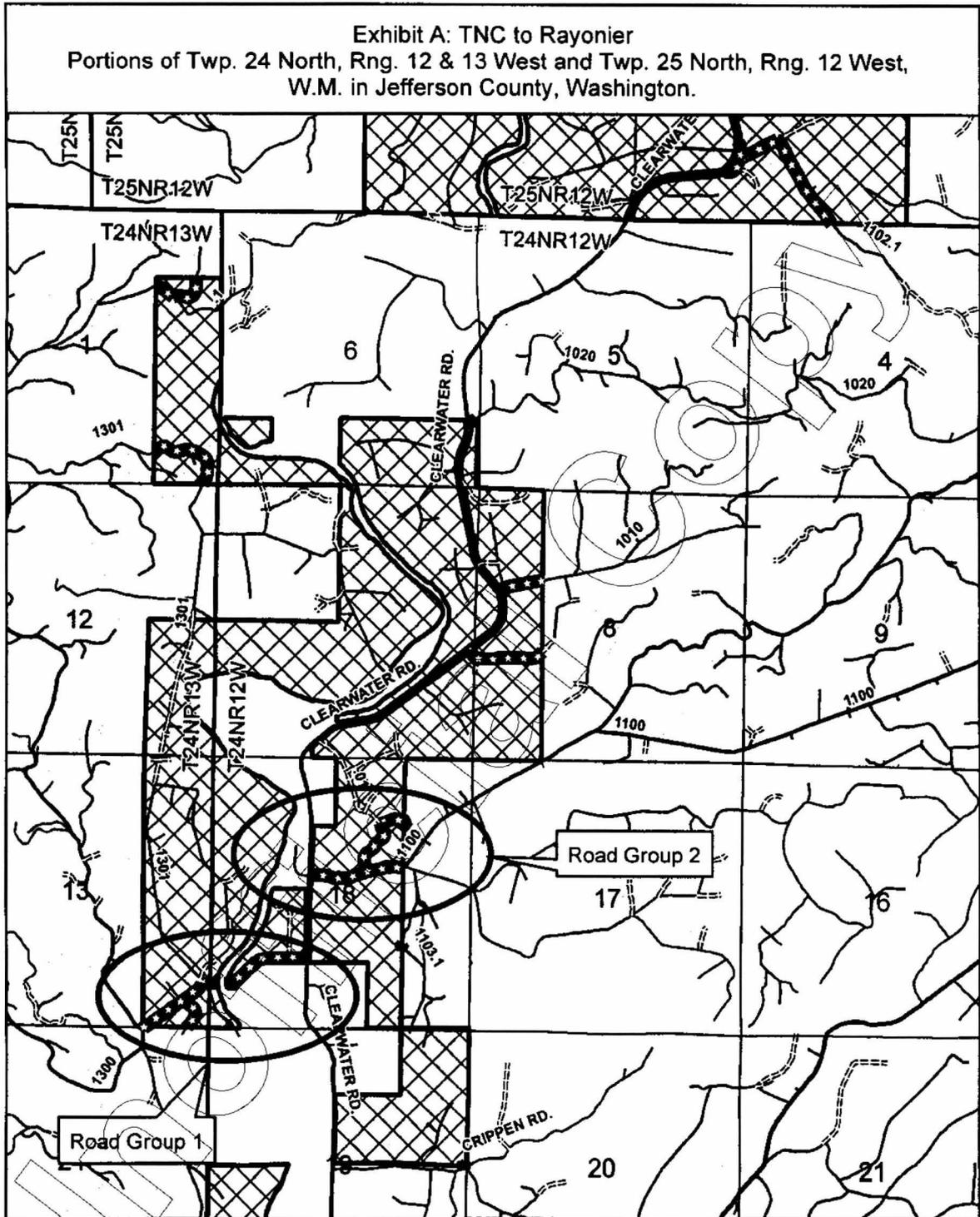
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official seal the day and year first above written.

MELANIE L. LINDSETH
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires **May 25, 2013**

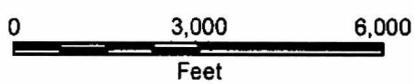
Melanie L. Lindseth
Print Name: MELANIE LINDSETH
NOTARY PUBLIC in and for the
State of Washington, residing
at GRAYS HARBOR COUNTY
My Commission Expires 5-25-2013

Unofficial CO

PRO 11/3/2015



 TNC Clearwater



 60' Easement to benefit Rayonier

RFR LP Ownership

1 inch = 3,000 feet



11

Exhibit "B" – Legal Description of Grantor Property(TNC Encumbered Property)

The following property is situated in the County of Jefferson, State of Washington and described as follows:

APN	SEC/TWN/RGE	LEGAL
412063002	S6 T24 R12W	LT 13,15,16,17; SESE
PTN 412071001	S7 T24 R12W	LOTS 1-2; LOTS 5 THRU 12,15; NENE, SESE
PTN 412082000	S8 T24 R12W	W1/2NW; W1/2SW EXC ROW
PTN 412182004	S18 T24 R12W	LT 2,3,6,7& LT4 LS N 1191.9 W/RD; W1/2 NE1/4; NWSE; E1/2SW1/4SE1/4
412182020	S18 T24 R12W	GOV LOT 5
412183009	S18 T24 R12W	TX 8
412193002	S19 T24 R12W	LTS 8,9,10; E1/2NE1/4; SWNE
PTN 413011002	S1 T24 R13W	GOV LOTS 5 AND 6, SENE
PTN 413131000	S13 T24 R13W	E1/2NE1/4; E1/2SE1/4
512331001	S33 T25 R12W	ALL OF SECTION

Exhibit "C" – Legal Description of Grantee Property(Rayonier Benefited Property)

The following property is situated in the County of Jefferson, State of Washington and described as follows:

APN	SEC/TWN/RGE	LEGAL
412011001	S1 T24 R12W	GOV LOTS 1,2,3
412021001	S2 T24 R12W	GOV LOT 2(LESS R/W)
412031001	S3 T24 R12W	GOV LOTS 1,2,3,4 &
412041001	S4 T24 R12W	LTS 1,2,3,4, SE1/4,
412051002	S5 T24 R12W	S1/2 NE
412071001	S7 T24 R12W	GOV LOT 3 AND 4; E1/2 NE1/4
412081000	S8 T24 R12W	ALL OF SECTION EXC W1/2NW1/4 & W1/2SW1/4
412091000	S9 T24 R12W	ALL OF SECTION
412101001	S10 T24 R12W	N1/2 NE
412151000	S15 T24 R12W	ALL OF SECTION
412171001	S17 T24 R12W	ALL OF SECTION(LESS
412182004	S18 T24 R12W	E1/2NE1/4, E1/2SE1/4
412201001	S20 T24 R12W	NE1/4(LESS NW NE)
413011001	S1 T24 R13W	GOV LOT 1-4; S1/2NW1/4; W1/2SE1/4; SW; SWNE
413021001	S2 T24 R13W	LOTS 1,2,3
413111000	S11 T24 R13W	ALL OF SECTION
413124001	S12 T24 R13W	LOTS 1,2
413131000	S13 T24 R13W	SW; NW, W1/2NE1/4, W1/2SE1/4
413141000	S14 T24 R13W	ALL OF SECTION
413232001	S23 T24 R13W	E1/2
413241000	S24 T24 R13W	ALL OF SECTION
413251001	S25 T24N R13W	GOV LOTS 1,2,3 & 4
413261002	S26 T24N R13W	GOV LOTS 1,2,3 & 4
512303000	S30 T25 R12W	LT 3 & 4
512312000	S31 T25 R12W	GOV LTS 1,2
513253000	S25 T25 R13W	S1/2 OF SECTION
513363000	S36 T25 R13W	GOV LOTS 3,4

15956

Rayonier Inc
To
State of Wash

VOL 165 PAGE 213

RECORDED AT *9 A.M.*
Vol. *165* Of *Books*
Page *213-232* Request of
Dept of Nat Resources
SEP 14 1964
HELEN J. EADS, Jefferson County Auditor
By *M. Eastfield* Deputy
Recorded *J. D.* Indexed *J. D.* Proof Read *J. D.*

EASEMENT

Rayonier Incorporated, a Delaware corporation, with offices at Hoquiam, Washington (hereinafter called Rayonier), for and in consideration of a grant by the Department of Natural Resources of a reciprocal easement across state lands, and of compliance by the State of Washington with each and every term and condition hereof, does hereby grant and convey to the State of Washington, acting by and through the Department of Natural Resources (hereinafter called the State), its successors and assigns, an easement to construct, reconstruct, improve, maintain and use a logging truck road over and across the following described lands in Jefferson County, Washington, to-wit:

A strip of land for right of way purposes, being one hundred (100) feet in width having fifty (50) feet of such width on each side of the centerline as the same is surveyed and staked out on the ground over, across and through the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty (20), the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-one (21), the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 15, and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Ten (10), all in Township Twenty-four (24) North, Range Twelve (12) West, W.M., Jefferson County, Washington, the centerline being more particularly described as follows:

Beginning at a point on the south line of said Section 20, which is West 937.0 feet from the Southeast corner thereof, thence running North 26° 30' East a distance of 209.0 feet, thence North 11° East a distance of 290.0 feet, thence North 9° 15' East a distance of 576.0 feet, thence North 42° 30' East a distance of 265.0 feet, thence North 17° East a distance of 200.0 feet (intersecting the north line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said

mail to
State of Wash
Dept of Nat. Resources
Box 110
Olympia, Wash.

Section 20 at approximately 80 feet), thence North 37° East a distance of 139.0 feet, thence North 17° 15' East a distance of 257.0 feet, thence North 46° 45' East a distance of 254.0 feet and thence North 30° 45' East a distance of 228.0 feet to a point on the east line of said Section 20, which is South 472.0 feet from the east quarter section corner thereof; also

Beginning at a point on the south line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21, which is East 1010.0 feet and North 1325.0 feet from the West quarter section corner thereof, running thence North 37° 30' East a distance of 267.0 feet and thence North 40° 15' East a distance of 237.0 feet to a point on the East line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; also

Beginning at a point on the West line of said Section 15, which is South 594 feet from the West quarter section corner thereof, thence running North 61° East a distance of 617.0 feet, thence North 55° East a distance of 179.0 feet, thence North 47° 45' East a distance of 87.0 feet, thence North 18° East a distance of 124.0 feet, thence North 13° 45' East a distance of 153.0 feet (intersecting the North line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15 at approximately 10 feet), thence North 23° 45' East a distance of 168.0 feet, thence North 39° East a distance of 147.0 feet, thence North 42° 15' East a distance of 142.0 feet, thence North 38° 45' East a distance of 120.0 feet, thence North 47° 15' East a distance of 163.0 feet, thence North 72° 45' East a distance of 109.0 feet (intersecting the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15 at approximately 50 feet), thence North 77° 45' East a distance of 132.0 feet, thence North 81° 30' East a distance of 195.0 feet, thence North 60° 30' East a distance of 96.0 feet, thence North 49° East a distance of 114.0 feet, thence North 55° 30' East a distance of 213.0 feet, thence North 61° East a distance of 305.0 feet, thence North 48° East a distance of 176.0 feet to a point on the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15 which point is also East 2440 feet and North 1320 feet from the West quarter section corner thereof; also

Beginning at a point on the South line of said Section 10, which is 614.6 feet West of the

Southeast corner thereof, running thence North 78° East a distance of 100.0 feet, thence North 43° East a distance of 129.0 feet, thence North 52° East a distance of 368.0 feet, and thence North 69° East a distance of 148.0 feet to a point on the East line of said Section 10, which is North 393.3 feet from the Southeast corner thereof.

The herein described right contains 2.29 acres, more or less, in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 3.26 acres, more or less, in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 20; 1.16 acres, more or less, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21; 2.33 acres, more or less, in the NW $\frac{1}{4}$ SW $\frac{1}{4}$; 2.14 acres, more or less, in the SW $\frac{1}{4}$ NW $\frac{1}{4}$; 2.96 acres, more or less, in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15; 1.71 acres, more or less, in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10.

The right and easement herein granted shall be upon and subject to the following terms and conditions:

1. This right and easement is granted to the State for the sole purpose of providing access to and from lands presently owned by or hereafter acquired by the State or controlled by the State for forest land management and administration activities, including but not limited to valuable material removal, but for no other purpose.

2. Rayonier reserves all right, title and interest to the present timber or any future timber within the confines of a right of way herein described. The State agrees at its expense to cause such timber which must be removed as a condition of the road construction, to be felled, bucked into logs of standard length, plus trim, and decked at reasonable intervals along the road location. Upon completion of such road construction, the State may cut and remove brush, timber or other obstructions

which interfere with the use of the road, provided payment of the appraised value of merchantable timber must be made prior to its removal.

3. Rayonier reserves to itself, its successors, assigns, contractors and purchasers of timber and other valuable materials the right to use, at its or their own risk, the right of way and road constructed thereon; provided, however, that such use of said right of way and road shall not unreasonably interfere with the use thereof by the State, its contractors or purchasers of State timber or valuable materials. The State agrees that it and its contractors and such purchasers shall not unreasonably interfere with the use of said right of way and road by Rayonier, its contractors and purchasers.

4. For the purpose of this paragraph, use by Rayonier shall include use by its contractors and purchasers of timber and other valuable materials; and use by the State shall include use by its contractors, purchasers of timber and other valuable materials, and permittees. Rayonier and the State agree that in the event of sole use by any one of them of said roadway for heavy hauling, that such user will leave the road in as good a condition upon completion of use as at the time of commencement of said use. Rayonier and the State further agree that during periods of concurrent use of said roadway for heavy hauling by any one of them that such users will perform their pro rata share of required maintenance or will contribute their pro rata share towards the cost of maintenance, which share shall be based upon

the volume of logs and other forest products hauled over said roadway by Rayonier or the State compared to the total volume of logs and other forest products hauled over said roadway by all users during the period.

5. The State, to the full extent that it may legally do so, agrees to indemnify and hold harmless Rayonier from all loss, cost, liability, damage or expense for injury to or death of persons or damage to or loss of property, arising out of the use or occupancy of the above described right of way by the State, its contractors or purchasers of timber or other valuable material.

6. The State shall include in each road use permit and contract for purchase of timber or other valuable materials, provisions requiring the permittee or purchaser of said timber or other valuable materials, to indemnify and hold harmless Rayonier from all loss, cost, liability, damage or expense of any kind for injury to or death of person or damage to or loss of property, arising out of or connected with the use or occupancy of the above described right of way by said permittee or purchaser and his agents, employees and contractors, and requiring said permittee or purchaser and his agents, employees and contractors to comply with each and every term and condition hereof.

7. The State shall include in each road use permit and contract for purchase of timber or other valuable materials, provisions requiring the permittee or purchaser of said timber or other valuable materials, to obtain and maintain in force during the entire term of the contract a policy of liability insurance,

insuring said permittee or purchaser, his agents, employees and contractors, against liability arising out of their operations, including use of vehicles. The minimum amounts of insurance shall be \$100,000 for injury to any one person and \$300,000 for any one occurrence as respects bodily injury, and \$100,000 for any one occurrence (using the logger's property damage coverage identified in Exhibit A attached hereto and by this reference made a part hereof, or its equivalent), as respects property damage; provided, however, that the parties may, by mutual agreement, establish such other limits as they deem necessary. Rayonier and the State shall not be named as an insured under any said policy. All insurance policies shall be obtained from insurance companies that are duly authorized to do business in the State of Washington, and are registered pursuant to Washington statutes. Further, the permittee or purchaser shall deliver to the State and to Rayonier a certificate from the insurer, stating that coverage in the named amount is in force, and that, in the event of cancellation or modification of said coverage, the insurer will give Rayonier and the State ten days' advance notice of any cancellation or modification.

8. The rights herein granted may be exercised by the State's contractors and purchasers of its timber and other valuable materials and may be assigned by the State to any future owner of State owned or controlled lands; provided, however, subject to the foregoing, the State shall not assign in whole or in part this easement or any of the rights herein granted without the prior

to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Mary E. O'Brien
Notary Public in and for the
State of New York, residing at
New York, N.Y.

MARY E. O'BRIEN
Notary Public, State of New York
No. 31-8179295
Qualified in New York County
Commission Expires March 30, 1966



LOGGERS PROPERTY DAMAGE LIABILITY SUPPLEMENT - BROAD FORM B

This supplement when attached to Policy No. 12 01 A.M. Standard Time at the address of the Insured as stated herein. shall become effective MONTH-DAY-YEAR and shall terminate MONTH-DAY-YEAR

1. COVERAGE. hereinafter called "the company," in consideration of the payment of premium as provided herein and subject to the terms and conditions set forth hereinafter, does hereby agree with

hereinafter called "the Insured" to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of injury to or destruction of property of others, including the loss of use thereof, arising out of an occurrence directly connected with the logging operations of the Insured or other operations of the Insured incidental to such logging operations including but not limited to

- 1. Damage to or destruction of trucks, trailers or railroad cars, the property of others while being loaded or unloaded.
2. Damage to or destruction of timber lands and/or standing timber and/or felled and/or bucked timber, the property of others.
(a) It is understood and agreed that for the purpose of this insurance, the term "logging" is a general term which includes logging, rail-roading, trucking, maintenance of camp sites and all other operations incidental to logging operations, including ownership and/or management of timberlands or other properties, operated, managed or maintained by, for or on behalf of the Insured(s) named herein.
(b) The company further agrees that if, in addition to being held liable for a claim as described in Paragraph 1 hereof, the Insured shall be also held liable, as a result of the same occurrence, for fire fighting expenses incurred by the same person, persons or entity, the amount of the Insured's liability for such fire fighting expenses shall be included in ascertaining the total amount of damages as herein above described.
2. LIMITS OF LIABILITY. The Company's limit of liability shall not exceed the sum of \$ as respects any one occurrence, as hereinafter set forth, which limit shall be a part of and not in addition to the applicable limit stated in the declarations.
3. DEDUCTIBLES. The company's liability under this supplement shall be subject to.

- (a) A deductible of \$ as respects any claim or series of claims arising out of any one occurrence by reason of the OWNERSHIP, MAINTENANCE OR USE OF ANY AUTOMOBILE. (The word "AUTOMOBILE" shall mean any land motor vehicle, trailer, or semi-trailer, provided the following described equipment shall NOT be deemed an automobile except while towed by or carried on a motor vehicle not so described, any crawler-type tractor, farm implement, ditch or trench digger, power crane or shovel, grader, scraper, roller, well-digging machinery, asphalt spreader, concrete mixer, mixing and finishing equipment for highway work, other than a concrete mixer of the "transit mix" type, and, if not subject to motor vehicle registration, any equipment used principally on premises owned by or rented to the Insured, farm tractor or trailer or semi-trailer).
(b) A deductible of \$ as respects any claim or series of claims arising out of one occurrence, OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF ANY AUTOMOBILE AS DESCRIBED ABOVE, it being understood, however, as respects both this sub-section and sub-section (a) above, that regardless of the number of claims arising out of any one occurrence, only one deductible shall be applied to each such one occurrence. (For the purpose of this insurance, the term "one occurrence" is defined as an unexpected event or happening which results in injury to or destruction of property during the supplement period or a continuous or repeated exposure to conditions which result in injury to or destruction of property during the supplement period, provided the Insured did not intend or anticipate that injury or destruction would result. All damage arising out of such exposure to substantially the same general conditions shall be construed as arising out of an occurrence).
(c) The terms of this supplement, including those with respect to notice of claim, and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount. The company may pay part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named Insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

- 4. DEFENSE AND APPEAL. The company shall.
(a) Defend in the name of the Insured any claim or suit in excess of the "deductible limits" brought against the Insured, even though groundless, false or fraudulent, to recover damages on account of such alleged property damage; provide all attachment appeal or other bonds required in such legal proceedings.
(b) In the event the Insured elects not to appeal judgment in excess of its limit of liability, the company may elect to conduct such appeal at their cost and expense and shall be liable for all costs and interest incidental thereto, but in no event shall the total liability of the company exceed the sum of \$ plus the expenses of such appeal.

5. PREMIUM COMPUTATION: This supplement is issued in consideration of an annual deposit premium of \$ The actual premium shall be computed by application of the following rates:

- \$ per \$100. of logging payroll.
\$ per \$100. of logging truck drivers payroll.
\$ per \$100. of sawmill payroll.
\$ per \$100. of the total contract cost of logging by Sub-Contractors.

The foregoing shall be computed by the Insured, (subject to confirmation by the company), and the resulting premium paid to the company or its representatives, within thirty (30) days from the end of each six (6) months period during which this supplement is in effect, subject

however to the company's retention of an annual minimum premium of \$. The actual premium shall be applied to the deposit premium and any amount in excess of said deposit premium shall become due and payable as provided for above, if such actual premium shall be less than the deposit premium, the company shall return the excess of the deposit premium to the Insured with or without written demand after each twelve (12) months adjustment.

(See Reverse Side for other Provisions Applying to this Supplement)

Countersigned by Authorized Representative

"EXHIBIT A"

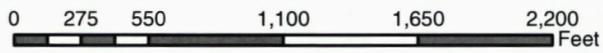
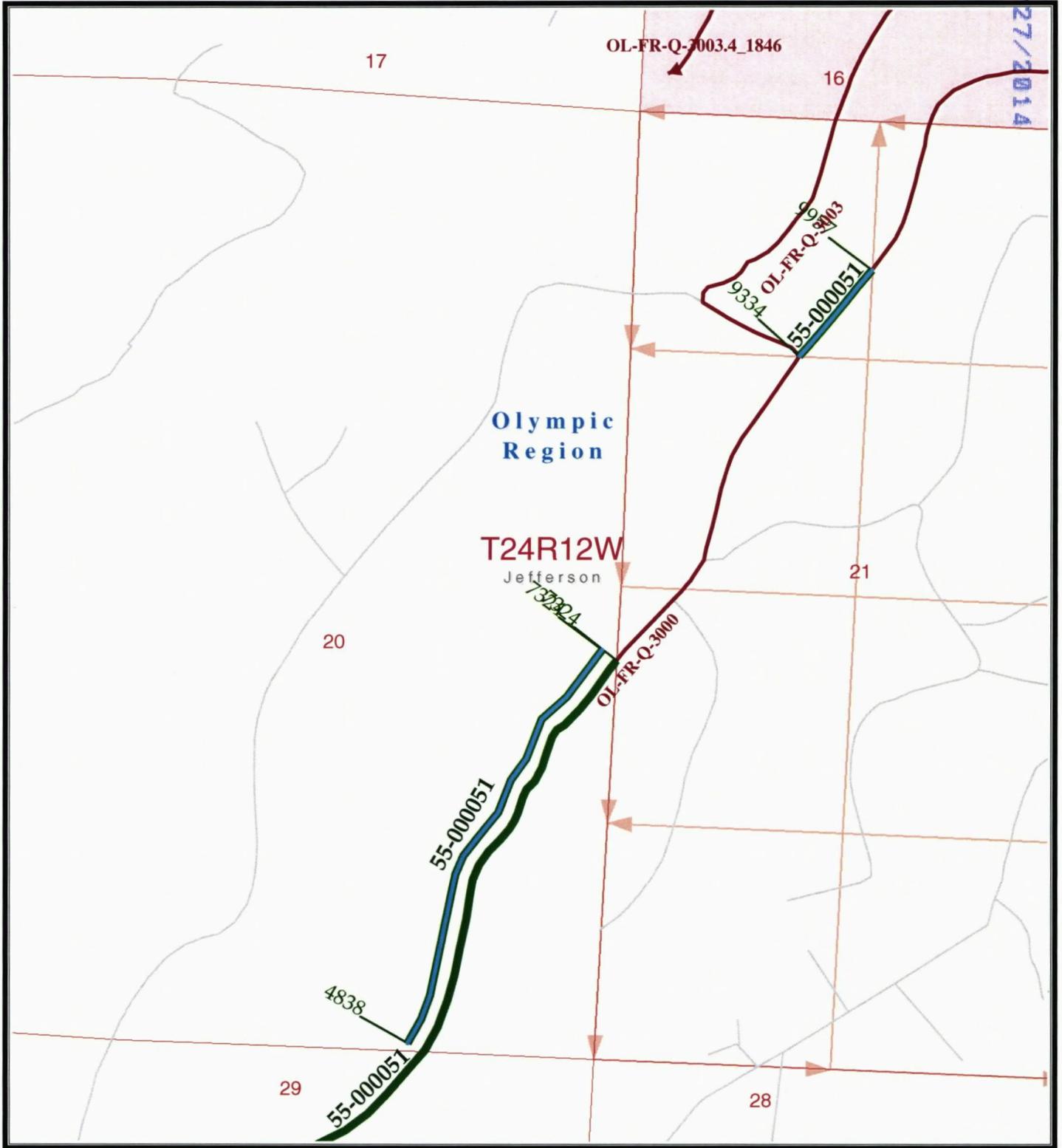
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- 6. EXCLUSIONS: Unless deleted by endorsement hereon and made a part hereof, the company shall not be liable for or on account claim:
 - (a) For fire fighting expenses except as provided for in Paragraph 1 (b); nor
 - (b) For damage to or destruction of property leased or rented by or in the care, custody or control of the Insured provided; however that for the purpose of this insurance:
 - (1) trucks, trailers or railroad cars, the property of others, while being loaded or unloaded, or
 - (2) timberlands and/or standing timber and/or felled and/or bucked timber, the property of others shall not be considered to be within the care, custody or control of the Insured.
 - (c) By reason of liability assumed by the Insured under any contract written, oral or otherwise, except a contract as defined hereon; nor
 - (d) For damage to or destruction of property of others in the possession of the Insured for sale, storage, processing, safekeeping or repair; nor
 - (e) For damage to or destruction of property of others while being carried in or upon any vehicle in charge of the Insured; nor
 - (f) For damage to or destruction of property of others resulting from the ownership or operation of any power driven vessel or aircraft owned or operated by or on behalf of the Insured; nor.
 - (g) For damage to a particular part of any property upon or with which operations are being performed by or on behalf of the Insured at the time of the injury to or destruction thereof, if restoration, repair or replacement thereof or thereto is made necessary by faulty, improper or defective work thereon by or on behalf of the Insured.

✓ None of the exclusions of the policy to which this endorsement is attached apply to the insurance afforded by this endorsement except exclusions and definitions applicable to the hazards of nuclear energy and other hazards related thereto.

- 7. ADMISSION OF LIABILITY: In connection with any losses coming within this supplement, the Insured shall not voluntarily incur any expense, settle any claim or in any way consent to any act or agreement which shall in any way admit any liability, without the company's consent, except at the Insured's own cost.
- 8. OTHER INSURANCE: This insurance does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this supplement, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- 9. SUBROGATION: To the extent of any payment made by it the company shall be subrogated to any right of recovery of the Insured against any third person, corporation or vessel arising out of or connected with the loss or damage with respect to which such payment is made and the Insured shall execute all papers required to secure to the company such rights.
- 10. SUIT AGAINST THE COMPANY: It is a condition of this supplement that no suit, action or proceeding for the recovery of any claim under this supplement shall be maintainable in any court, unless the same be commenced within twelve months next after the calendar date upon which the Insured has paid, or has by any final judgment been adjudicated to pay, said claim.
- 11. ASSIGNMENT: No assignment of interest under this supplement shall bind the company unless such assignment is consented to by endorsement agreed by the company in the event of bankruptcy or insolvency of the Named Insured within the supplement period, the supplement during the unexpired portion of such period shall cover the legal representative of the Named Insured, provided that notice in writing is given to the company within thirty days after the date of such bankruptcy or insolvency.
- 12. CO-OPERATION: The Insured, if requested, shall aid in securing evidence and co-operate with the company in all matters concerning any claim, claims, suit or suits; and all expenses so incurred by the Insured shall be for the account of the company even if the claim or claims are settled for less than the "deductible limits" or defeated altogether.
- 13. THE COMPANY'S LIABILITY:
 - (a) It is understood and agreed that liability under this supplement in respect to any one occurrence shall not attach unless and until the Insured shall, with the consent of the company, have admitted liability for the applicable deductible, or unless and until the Insured has by final judgment been adjudicated to pay a sum in excess of the amount of the applicable deductible.
 - (b) In the event of a claim occurring likely to exceed the applicable deductible, no costs shall be incurred without the consent of the company. Should the claim become settled previous to going into Court for a sum not in excess of such applicable deductible, no costs shall be payable by the company.
 - (c) Should, however, the sum for which the said claim may be settled exceed such applicable deductible, then the company, if they consent to proceedings continuing, shall contribute to the costs in the ratio that their proportion of the liability for the judgment rendered bears to the whole amount of said judgment.
- 14. DEFINITION OF CONTRACT: The word "contract" shall mean (a) a warranty of goods or products or, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, railroad sidetrack or private crossing agreement; or, (b) any other written contract or agreement under which the named Insured has agreed to indemnify or hold harmless the other party to the contract for claims against that party arising out of negligent loss or damage to property of others caused by the logging operations of the Insured or any other operations of the Insured incidental to such logging operations.
- 15. DEFINITION OF PROPERTY: The term "injury to or destruction of property" shall mean physical injury or destruction of corporeal property.
- 16. CANCELLATION: This supplement may be canceled at the written request of the Insured or by the company or its representative by giving thirty (30) days notice of such cancellation. Registered notice of cancellation sent to the Insured shall be deemed to be sufficient compliance with the conditions of this clause on the part of the company. If payment of premium is not made by the Insured within thirty (30) days after date due this supplement may be canceled at any time thereafter by the company or its representative giving to the Insured named herein, and to third party payee or payees (if any) named in the supplement, five (5) days notice of such cancellation. Such cancellation shall be without prejudice to the premiums earned and due for the period the supplement was in force. In the event of cancellation by the Insured the company shall retain not less than the annual minimum premium stated in Paragraph 5.
- 17. WARRANTIES: The Insured warrants that-
 - (a) Slash shall be burnt only at such times and under such conditions as the proper State and/or Federal officials may approve, direct or provide;
 - (b) All logging operations shall be completely suspended at all times when such suspension is directed by the proper State or Federal officials. For the purpose of this warranty the term "logging operations" shall mean the felling and bucking of timber, the operation of logging equipment (other than the operation of equipment while being used in road building operations and/or the operation of trucks and/or logging railroads) and loading and unloading of logs. A breach of the above warranties renders this supplement null and void during the period of such breach. However this insurance shall not be prejudiced by failure of the Insured to comply with the above warranties over which the Insured has no control.
- 18. OTHER MATTERS: All matters not provided for herein or by endorsement hereon, shall be governed by the terms and conditions of this company's printed policy form to which these provisions are attached and which have been issued in conjunction herewith. The foregoing clauses shall, however, be considered to supersede and annul clause or clauses therein which may be of the same or similar effect.

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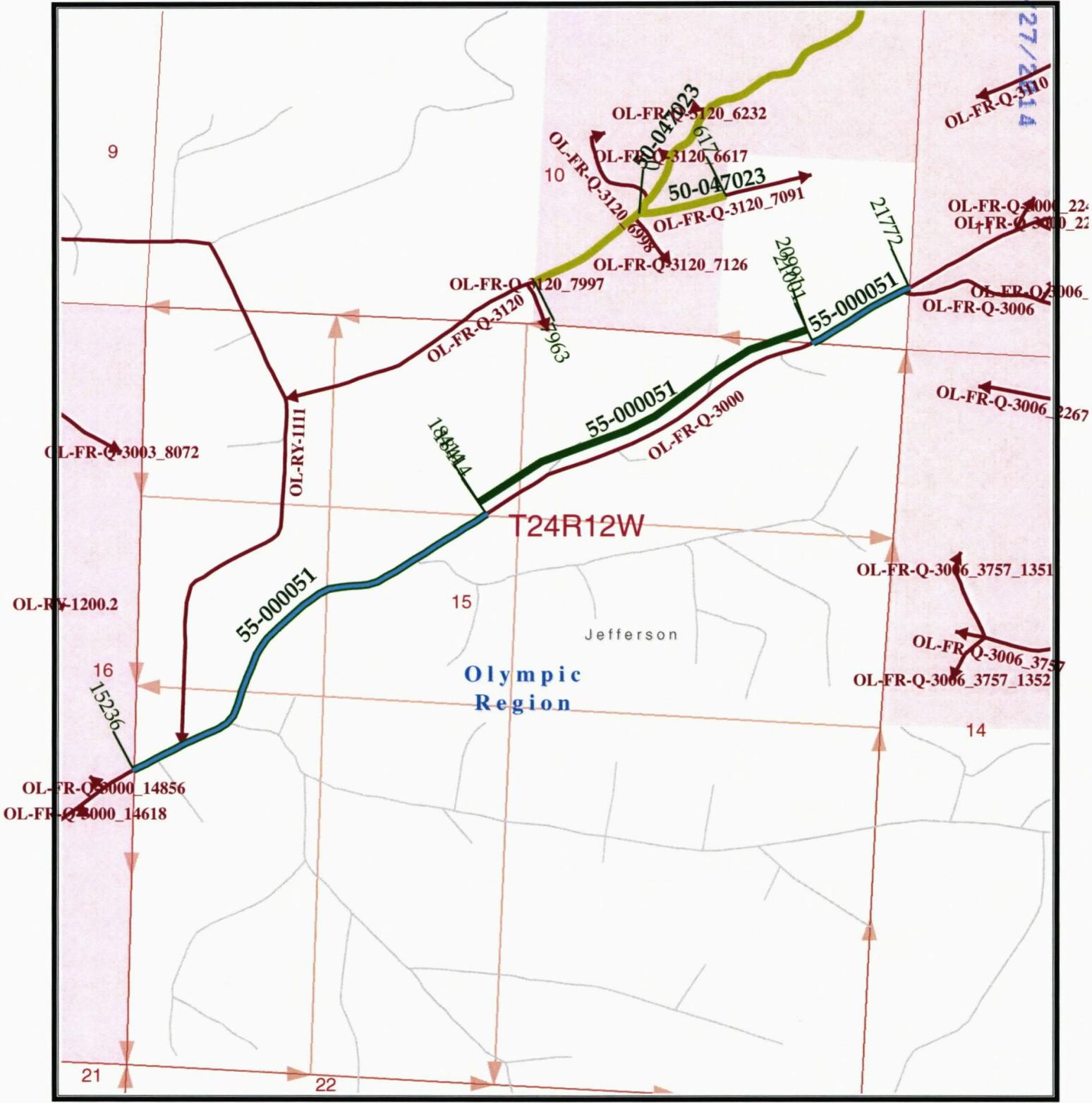


Right of Way Easements Road by USGS Class

- | | | | |
|--|--------------------|--|---|
| | 1: Acquired by DNR | | 1: Primary Highway/All-Weather/Hard Surface |
| | 2: Granted by DNR | | 2: Secondary Highway/All-Weather/Hard Surface |
| | DNR Routes | | 3: Light-Duty Road/All-Weather/Improved |
| | | | 4: Unimproved Road/Fair or Dry Weather |
| | | | 9: Freeway Ramps or Unknown |

DNR Managed Lands

- | | |
|--|--------------------------|
| | Granted Trust Lands |
| | Forest Board Trust Lands |
| | NAP / NRCA |
| | Other DNR-Managed Lands |



Right of Way Easements Road by USGS Class

- | | |
|---|--|
| — 1: Acquired by DNR | — 1: Primary Highway/All-Weather/Hard Surface |
| — 2: Granted by DNR | — 2: Secondary Highway/All-Weather/Hard Surface |
| DNR Routes | — 3: Light-Duty Road/All-Weather/Improved |
| ➔ Route Direction | — 4: Unimproved Road/Fair or Dry Weather |
| | — 9: Freeway Ramps or Unknown |

DNR Managed Lands

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|--|
| Granted Trust Lands |
| Forest Board Trust Lands |
| NAP / NRCA |
| Other DNR-Managed Lands |