WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

TIMBER NOTICE OF SALE

***SALE NAME**: TRANSYLVANIA VRH RMZ SORTS* ***AGREEMENT NO**: 30-100066 - 30-100072*

AUCTION: May 7, 2020 starting at 10:00 a.m. **COUNTY: Skamania**
Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 15 miles east of Washougal, WA

PRODUCTS SOLD AND SALE AREA: All delivered logs, except leave trees marked with blue paint, yellow "Leave Tree Area" tags and all down timber existing 5 years prior to the day of sale, bounded by the following; Unit 1 is bound by W-1230 road, private property and white "Timber Sale Boundary" Tags with Pink Flagging. Units 2 and 3 are bound by W-1300 and W-1330 roads, private property and white "Timber Sale Boundary" Tags with Pink Flagging. Unit 4 WMZ thinning; all harvest trees are marked with a band of orange paint bound by W-1300 and W-1330 roads, blue "Special Management Unit Boundary" tags and white "Timber Sale Boundary" Tags with Pink Flagging, meeting the specifications described below; on parts of Sections 16, 21, 23, and 26 all in Township 2 North, Range 5 East W.M., containing 219 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estimated Volume		Tons Per MBF	Minimum Bid Delivered Prices		Total Appraised Value	Bid Deposit
				Mbf	Tons		$/mbf	$/Ton		
100066	2	DF 12" - 19"	28	2760	15456	5.6	$530.00		$1,462,800.00	$146,280.00
100067	3	DF 20"+	28	1049	5140	4.9	$515.00		$540,235.00	$54,023.50
100069	5	WW 5"+	28	84	521	6.2	$450.00		$37,800.00	$3,780.00
100072	8	RC 5"+	28	6	36	6	$800.00		$4,800.00	$480.00
Totals:				**3899**	**21153**				**$2,045,635.00**	

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

BID METHOD: Sealed Bids **UNIT OF MEASURE:** MBF Scale/Tonnage Scale

EXPIRATION DATE: October 31, 2020 **ALLOCATION:** Export Restricted

PAYMENT SECURITY: To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.

BIDDING PROCEDURES: A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Pacific Cascade Region Office in Castle Rock WA. Phone number (360)577-2025.

TIMBER EXCISE TAX: Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2 %. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.

Use the following rates for estimating taxable stumpage:

Harvest Cost = $99.58 per MBF for sorts 2, 3, 5 and 8.

Hauling Services Payment Rate per Ton
= (Base Rate + Mileage Rate) x (1.25)

Base Rate = $2.35 per ton

Mileage Rate = (($0.16 x C miles) + ($0.11 x A miles)) x Fuel Index Factor

ARRF = $26.00 per MBF for sorts 2, 3, 5, and 8.

Note: To calculate ARRF rates per ton use the tons\mbf conversion factor in the table above.

CONFIRMATION: Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

SPECIAL REMARKS: The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

Anticipated log delivery date of May 18, 2020 to October 31, 2020.

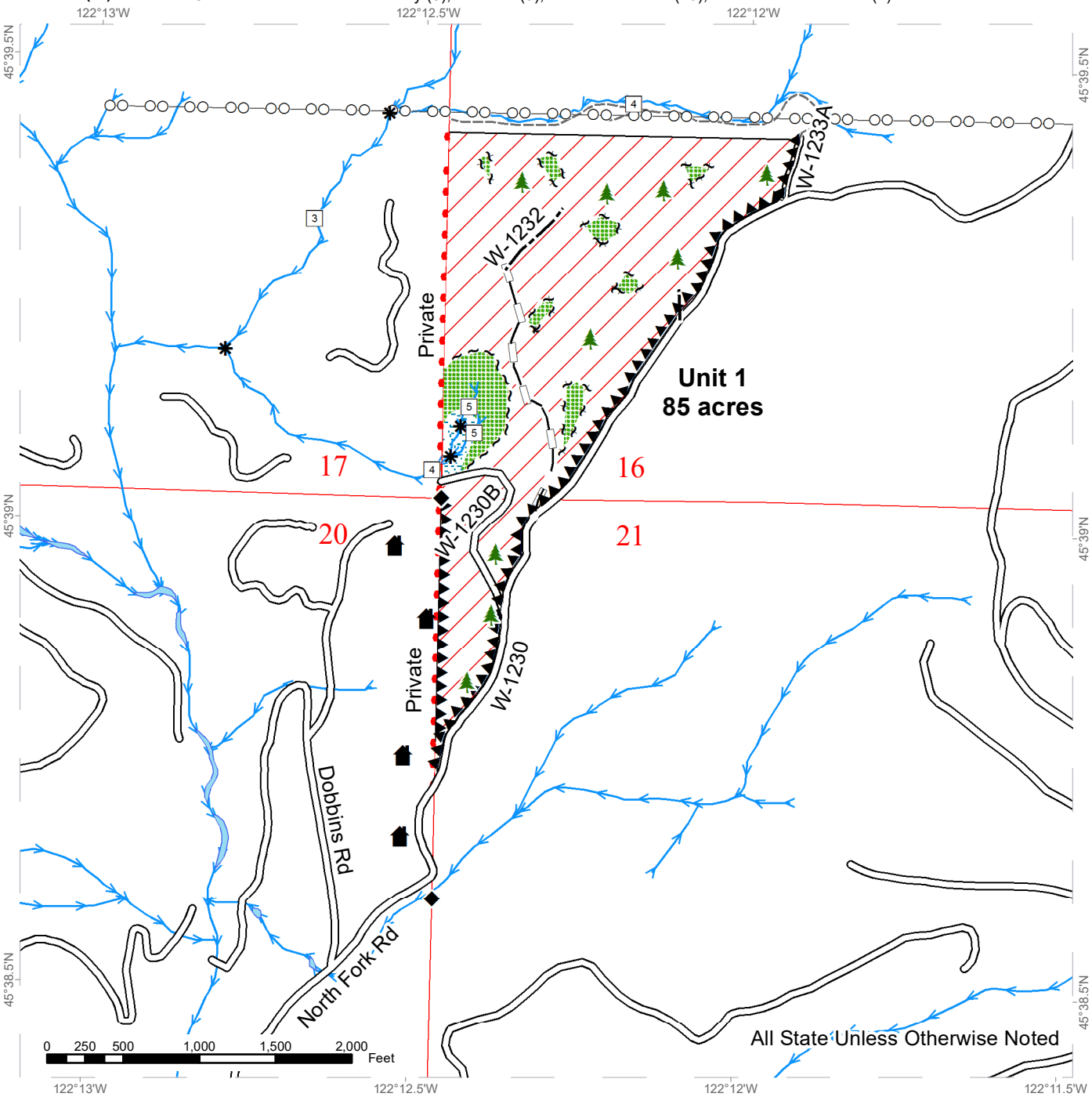
PCP 1-1 gate keys may be obtained from the Pacific Cascade Region office.

For more information regarding this log sort sale visit our web site: http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets. If you have questions call Jon Olson at the Pacific Cascade Region Office at (360)577-2025 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

SALE NAME: TRANSYLVANIA VRH RMZ SORTS
AGREEMENT #: 30-099598
TOWNSHIP(S): T2R5E
TRUST(S): Common School and Indemnity (3), Escheat (9), Scientific School (10), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Skamania
ELEVATION RGE: 787-2546



Variable Retention Harvest
Leave Tree Area
Riparian Mgt Zone
Sale Boundary Tags
Leave Tree Tags
Property Line
Timber Type Change
Hazard Abatement Area
Power Lines
Existing Roads
Optional Construction
Optional Reconstruction
Old Grades/Trails
Streams
Stream Type
Stream Type Break
Leave Tree Area <1/4-acre
Structure
Survey Monument

N

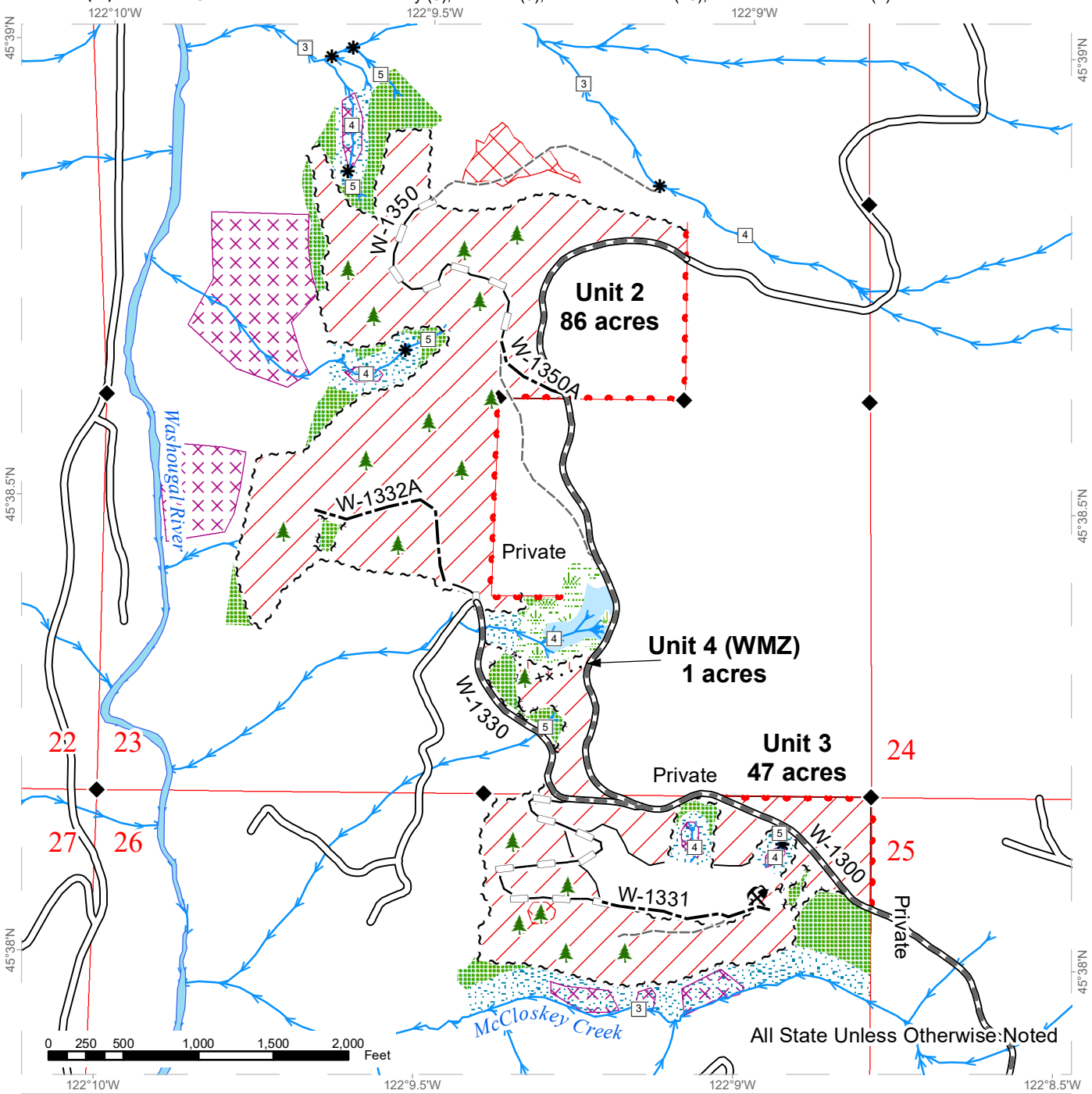
Prepared By: wbut490

Modification Date: ggor490 12/10/2019

TIMBER SALE MAP

SALE NAME: TRANSYLVANIA VRH RMZ SORTS
AGREEMENT #: 30-099598
TOWNSHIP(S): T2R5E
TRUST(S): Common School and Indemnity (3), Escheat (9), Scientific School (10), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Skamania
ELEVATION RGE: 787-2546



Variable Retention Harvest	Sale Boundary Tags	Existing Roads
WMZ Thinning	Special Mgmt Area	Required Pre-Haul Maintenance
Talus	Leave Tree Tags	Optional Construction
Leave Tree Area	Property Line	Optional Reconstruction
Riparian Mgt Zone	Timber Type Change	Old Grades/Trails
Wetlands - Non-forested	Leave Tree Area <1/4-acre	Streams
Wetland Mgt Zone	Rock Pit	Stream Type
Potentially Unstable Slopes	Survey Monument	Stream Type Break

N

Prepared By: wbut490

Modification Date: ggor490 2/11/2020

DRIVING MAP

SALE NAME: TRANSYLVANIA VRH RMZ SORTS
AGREEMENT#: 30-099598
TOWNSHIP(S): T2R5E
TRUST(S): Common School and Indemnity (3), Escheat (9), Scientific School (10), State Forest Transfer (1)

REGION: Pacific Cascade Region
COUNTY(S): Skamania
ELEVATION RGE: 787-2546

- Timber Sale Unit
- Haul Route
- Other Road
- Milepost Markers
- Distance Indicator
- Gate (PCP1-1)
- Rock Pit

DRIVING DIRECTIONS:

Unit 1
From Washougal, WA, follow State Route 14 east for 10 miles (milepost 26). Turn north onto Salmon Falls Road and follow for 0.5 miles. Turn left onto Canyon Creek Road and follow for 3.0 miles. Turn right onto Washougal River Road and follow for 0.9 miles.
Turn left onto North Fork Road and follow for 2.7 miles

Units 2, 3, 4
From State Route 14 (milepost 26), turn north onto Salmon Falls Rd. and follow for 0.8 miles. Turn east on Mabee Mines Rd. and follow for 2.2 miles. Stay left at the fork to start on the W-1300 road and follow for 1.7 miles to reach the edge of Unit 3.
To access Units 2 continue on the W-1300 for another 1.0 miles.

N

Prepared By: wbut490

Modification Date: ggor490 12/10/2019

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100066

SALE NAME: TRANSYLVANIA VRH RMZ SORTS 2

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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on April 30, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the TRANSYLVANIA VRH RMZ SORTS Timber Sale described as parts of Sections 16, 21, 23, and 26 all in Township 2 North, Range 5 East W.M., in Skamania County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
100066	2	DF 12" - 19"	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule

100066	2	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

   1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

   2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending October 31, 2020.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

$0.00/MBF

$250.00/MBF for incorrect species delivery*

$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

Payment Reduction = (B x M) x R
Where:
B = Bid rate from P-028.2 clause
M = Mis-sorted volume exceeding threshold excluding utility
R = Reduction factor*
0.2 for diameter mis-sort
0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

Log Length Payment Reduction = (B x V x L) x (.01)

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = $2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = r x LD x N
Where:
r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: $250.00 each time a load weight is not provided as required by the contract, and $250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

_____
Purchaser

_____
Print Name

Date: _____
Address:

_____
Eric Wisch
Pacific Cascade Region Manager

Date: _____

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 _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100067

SALE NAME: TRANSYLVANIA VRH RMZ SORTS 3

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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on April 30, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the TRANSYLVANIA VRH RMZ SORTS Timber Sale described as parts of Sections 16, 21, 23, and 26 all in Township 2 North, Range 5 East W.M., in Skamania County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
100067	3	DF 20"+	

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
100067	3	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

   1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

   2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending October 31, 2020.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

$0.00/MBF

$250.00/MBF for incorrect species delivery*

$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

Payment Reduction = (B x M) x R
Where:
B = Bid rate from P-028.2 clause
M = Mis-sorted volume exceeding threshold excluding utility
R = Reduction factor*
0.2 for diameter mis-sort
0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

Log Length Payment Reduction = (B x V x L) x (.01)

Where:

B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = $2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = r x LD x N
Where:
r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: $250.00 each time a load weight is not provided as required by the contract, and $250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

_____
Purchaser

_____
Print Name

Date: _____
Address:

_____
Eric Wisch
Pacific Cascade Region Manager

Date: _____

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 _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100069

SALE NAME: TRANSYLVANIA VRH RMZ SORTS 5

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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on April 30, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the TRANSYLVANIA VRH RMZ SORTS Timber Sale described as parts of Sections 16, 21, 23, and 26 all in Township 2 North, Range 5 East W.M., in Skamania County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
100069	5	WW 5"+	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule

100069	5	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

   1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

   2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending October 31, 2020.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

$0.00/MBF

$250.00/MBF for incorrect species delivery*

$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

Payment Reduction = (B x M) x R
Where:
B = Bid rate from P-028.2 clause
M = Mis-sorted volume exceeding threshold excluding utility
R = Reduction factor*
0.2 for diameter mis-sort
0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

Log Length Payment Reduction = (B x V x L) x (.01)

Where:

B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = $2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = r x LD x N
Where:
r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: $250.00 each time a load weight is not provided as required by the contract, and $250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

_____
Purchaser

_____
Print Name

Date: _____
Address:

_____
Eric Wisch
Pacific Cascade Region Manager

Date: _____

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 _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100072

SALE NAME: TRANSYLVANIA VRH RMZ SORTS 8

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-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on April 30, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the TRANSYLVANIA VRH RMZ SORTS Timber Sale described as parts of Sections 16, 21, 23, and 26 all in Township 2 North, Range 5 East W.M., in Skamania County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
100072	8	RC 5"+	

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule

100072	8	WS

Average Log Length	Preferred Log Lengths
28	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

   1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

   2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending October 31, 2020.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 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.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 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-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

$0.00/MBF

$250.00/MBF for incorrect species delivery*

$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

Payment Reduction = (B x M) x R
Where:
B = Bid rate from P-028.2 clause
M = Mis-sorted volume exceeding threshold excluding utility
R = Reduction factor*
0.2 for diameter mis-sort
0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

Log Length Payment Reduction = (B x V x L) x (.01)

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

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.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = $2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = r x LD x N
Where:
r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: $250.00 each time a load weight is not provided as required by the contract, and $250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

_____
Purchaser

_____
Print Name

Date: _____
Address:

_____
Eric Wisch
Pacific Cascade Region Manager

Date: _____

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 _____

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Pacific Cascade

Timber Sale Name: TRANSYLVANIA SORTS

Application Number: 30- 099598

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 3,052 **linear feet**
Road to be constructed (optional and required) but not abandoned

Reconstruction: 4,379 **linear feet**
Road to be reconstructed (optional and required) but not abandoned

Abandonment: 1,443 **linear feet**
Abandonment of existing roads not reconstructed under the contract

Decommission: 0 **linear feet**
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 10,091 **linear feet**
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 655 **linear feet**
Roads to be constructed (optional and required) and then abandoned

Temporary Reconstruction: 1,702 **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 contact. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.
(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Translyvania VRH RMZ Sorts	Region: **Pacific Cascade**
Agreement #: 30-099598	District: Yacolt
Contact Forester:Glynis Gordon Phone / Location: 360-791-4340	County(s): Skamania,
Alternate Contact:Mandi Reller Phone / Location: 720-272-5626	Other information:

Type of Sale: Lump Sum	
Harvest System: Ground based	90
Harvest System: Uphill Cable	10

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1 VRH	S16/T02N/R05E S21/T02N/R05E	01	98	2	8	3		85	GPS (Garmin)
2 VRH	S23/T02N/R05E	01, 10	109	9	12	2		86	GPS (Garmin)
3 VRH	S23/T02N/R05E S26/T02N/R05E	01, 09	75	17	9	2		47	GPS (Garmin)
4 WMZ	S23/T02N/R05E	09	1	0	0	0		1	GPS (Garmin)
TOTAL ACRES			283	28	29	7		219	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Unit 1 is a Variable Retention Harvest bounded by white "Timber Sale Boundary" tags, pink flagging, powerline		747 clumped and scattered leave trees

Revised 03/15/2010 (FRCD)

	corridor and the W-1230 road. Property lines are marked with white carsonite posts and pink flagging. Clumped leave trees are bounded by yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with a ring of blue paint.		
2	Unit 2 is a Variable Retention Harvest bounded by white "Timber Sale Boundary" tags, pink flagging, and the W-1300 road. Property lines are marked with white carsonite posts and pink flagging. Clumped leave trees are bounded by yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with a ring of blue paint.		801 clumped and scattered leave trees
3	Unit 2 is a Variable Retention Harvest bounded by white "Timber Sale Boundary" tags, pink flagging, and the W-1300 and W-1330 roads. Clumped leave trees are bounded by yellow "Leave Tree Area" tags and pink flagging. Individual leave trees are marked with a ring of blue paint		477 clumped and scattered leave trees
4	Unit 4 is Riparian Restoration Thinning adjacent to Unit 3 bounded by blue "Special Management Boundary tags, white "Timber Sale Boundary" tags, and pink flagging. A single ring of orange paint designates a take tree.		Remove all trees painted with a single band of orange paint.

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF,WH 1750 MBF		
2	DF, WH 2400 MBF	PCP 1-1 key required for gate on the W-1300	
3	DF, WH 1250 MBF	PCP 1-1 key required for gate on the W-1300	
4	DF 3 MBF	PCP 1-1 key required for gate on the W-1300	
TOTAL MBF	5403 MBF		

REMARKS:

From Highway 14, head north on Washougal River road. Turn north (left) onto North Fork road. Follow road until it turns to gravel. Just past where the road turns to gravel there is a large turnaround on the right. Unit 1 is adjacent and to the west of the main line from this location. Units 2-3 are accessed by heading further east on Highway 14. Turn north (left) onto Salmon Falls Road. Turn east (right) onto Mabee Mines Road. Follow Mabee Mines until it turns to gravel and veer slightly left to stay on Mabee Mines road. Past the gate becomes W-1300. Unit 3 begins approximately 1 mile past the gate and is just to west of a private clearcut . Unit 2 is further up the road, approximately 1.8 miles past the gate.

Prepared By: Glynis Gordon Date: 05/15/2019	Title: Three Corner Rock Unit Forester	CC:

Cruise Narrative

Sale Name: Translyvania Sorts	**Region:** Pacific Cascade
App. #: 30-099598	**District:** Yacolt
Lead Cruiser: K. Bailey	**Completion date:** 10-15-2019
Other Cruisers: none	

Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
1	85	Yes	
2	86	Yes	
3	47	Yes	
4	1	Yes	
Total	219	Yes	

Unit cruise specifications:

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/ half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (Cru./Tally)	Total number of plots
1	VP	27.78	16’	208’ x 208’	1:1	85
2	VP	27.78	16’	208’ x 208’	1:1	86
3	VP	27.78	16’	208’ x 208’	1:1	47
4	VP	27.78	16’	104’ x 104’	3:1	4

Sale/Cruise Description:

Minor species cruise intensity:	Cruised on appropriate plots.					
Minimum cruise spec:	40% 0f Form- Factor at 16 feet D.O.B or 5 inch Top, and merchantable top.					
Avg. ring count by sp:	**DF** =	5	**WH** =	NA	**SS** =	NA
Leave/take tree description:	Leave tree clumps are bounded with yellow “Leave Tree Area” tags and pink flagging, individual leave trees are marked with a single band of blue paint. Unit 4 harvest trees are marked with an orange band at DBH.					
Sort Description:	**HA**– Logs meeting the following criteria: Surface characteristics for a high quality A sort will have sound tight knots not to exceed 1 ½” in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots and knot indicators ½” in diameter and smaller shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log. (min dia 8”.) **DF only** **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 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. (min dia 8”.) **DF only** **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.					

Field observations:

Transylvania Sorts is a 3 unit timber sale with one associated RFRS unit for a total combined acreage of 219.

Timber to be left in the RFRS unit is designated with an “L” in the status column of the cruise.

These 3 units are all fairly similar in stand characteristics. Dominantly DF, with minor amounts of RA, WH, BM and RC. Portions of this sale have been previously commercially thinned, while other portions have not.

Metrics for the sale are as follows; DF 20.8 inches @ DBH with 79 feet of bole. RA 13.2 inches @ DBH with 52 feet of bole. And WH 16.4 inches @ DBH with 56 feet of bole.

Common defects noticed consisted of spike knots, crooks, forks, conk, and general roughness on some of the more open grown timber.

Very little high quality was noticed in these stands due to the lack of ring count.

The majority of this sale is on gentle slopes and shall make for good shovel logging, although there are a few steeper pitches that will require some cable techniques.

Access is good to all units of the sale. Unit 1 is located on the North side of the river and can be accessed off North Fork Rd. Units 2 and 3 are located on the south side of the river and can be accessed via Mabee Mines Rd.

A PCP1-1 gate key is required for access to the southern units.

Grants: 01,09,10 **Prepared by: K.Bailey** **Title: Check Cruiser**

TC PSPCSTGR

Species, Sort Grade - Board Foot Volumes (Project)

T02N R05E S16 Ty00U1
THRU
T02N R05E S16 Ty00U4

Project: **TRANS**

Acres **219.00**

Page **1**
Date **10/15/2019**
Time **10:28:05AM**

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent of Net Board Foot Volume: Log Scale Dia. 5-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		CU	CU		100.0	115											2	8		0.00	16.0
DF		HB	2S			222	222	49			100					100	38	13	234	1.46	.9
DF		HB	3S	1		39	39	9		100						100	40	11	180	1.21	.2
DF		D	2S	69	3.3	17,704	17,124	3,750			44	56	0	0	1	98	38	15	359	2.19	47.7
DF		D	3S	23	1.3	5,693	5,620	1,231	21	79			1	5	7	87	36	8	99	0.78	57.1
DF		D	4S	5	1.9	1,256	1,232	270	91	9			24	22	29	25	28	6	33	0.38	37.6
DF		D	UT	1		210	210	46	61	8		31	59	19		23	19	7	34	0.46	6.2
DF		RO	3S	1	12.3	106	93	20			29	71	8	12	8	71	30	15	280	2.38	.3
DF	**Totals**			95	3.2	25,346	24,541	5,374	10	19	31	40	2	3	4	91	31	10	148	1.19	166.1
DF	L	CU	CU															6		0.00	.0
DF	L	D	2S	16		22	22	5			100					100	40	12	212	1.43	.1
DF	L	D	3S	62	2.2	85	83	18	16	84						100	36	9	98	0.74	.8
DF	L	D	4S	22		28	28	6	100				8	31	25	37	30	5	32	0.31	.9
DF	**Totals**			1	1.4	134	132	29	31	52	16		2	6	5	87	33	7	71	0.60	1.9
RA		CU	CU		100.0	61											11	7		0.00	3.8
RA		D	UT	18		121	121	26	100				28	72			21	5	22	0.29	5.5
RA		D	2S	19	1.2	124	123	27			100		32	68			27	13	141	1.43	.9
RA		D	3S	22	2.5	144	140	31		100			8	76		17	28	10	106	1.02	1.3
RA		D	4S	22	4.9	146	139	30		100				89		11	31	8	60	0.66	2.3
RA		D	4S	19		119	119	26	100					87		13	31	6	43	0.41	2.8
RA	**Totals**			2	10.2	714	642	140	37	43	19		13	78		9	23	7	39	0.50	16.6
BM		CU	CU		100.0	12											16	5		0.00	.6
BM		D	UT	21		20	20	4		100			18	82			22	8	44	0.87	.4
BM		D	3S	58	12.6	60	52	11		100			21	79			26	11	94	1.08	.6
BM		D	4S	21	20.0	23	19	4	100					100			30	7	40	0.46	.5
BM	**Totals**			0	21.1	115	91	20	21	79			16	84			23	8	43	0.63	2.1
WH		CU	CU		100.0	48											5	12		0.00	1.8
WH		D	2S	58	6.1	240	225	49			41	59		16		84	38	16	380	2.49	.6
WH		D	3S	21	.8	80	79	17	20	80				11	17	72	35	9	96	0.87	.8
WH		D	4S	21	1.6	80	79	17	77	23			25	21	37	17	27	6	31	0.36	2.6
WH	**Totals**			1	14.4	448	383	84	20	21	24	35	5	16	11	68	23	9	67	0.82	5.7
RC		D	3S	100	2.2	27	26	6		16		84				100	36	16	435	3.53	.1
RC	**Totals**			0	2.2	27	26	6		16		84				100	36	16	435	3.53	.1
Totals					3.6	26,785	25,815	5,653	11	20	31	38	2	5	4	89	30	9	134	1.13	192.5

Total Sale volume = 5,653 mbf
Leave Tree volume = 29 mbf
Total harvestable volume = 5,624 mbf

TC PSTATS

PROJECT STATISTICS

PROJECT TRANS

DATE 10/15/2019

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
02N	05E	16	TRANS	00U1	THR	219.00	222	1,027	S	W
02N	05E	16	TRANS	00U4						

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	222	1027	4.6		
CRUISE	117	486	4.2	18,098	2.7
DBH COUNT					
REFOREST					
COUNT	103	524	5.1		
BLANKS	2				
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
DOUG FIR	421	69.3	20.8	79	36.0	164.1	25,346	24,541	6,193	6,171
DOUG FIR-L	17	1.0	14.7	73	0.3	1.2	134	132	37	37
R ALDER	30	8.4	13.4	52	2.2	8.1	714	642	205	187
WHEMLOCK	12	2.6	16.4	56	0.9	3.8	448	383	116	107
BL MAPLE	5	1.3	14.6	50	0.4	1.5	115	91	35	31
WR CEDAR	1	.0	36.0	74	0.0	.2	27	26	8	8
TOTAL	*486*	*82.6*	*19.9*	*75*	*40.1*	*179.0*	*26,785*	*25,815*	*6,593*	*6,540*

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	7	10
DOUG FIR	85.3	4.2	532	555	578			
DOUG FIR-L	47.5	11.9	135	154	172			
R ALDER	50.3	9.3	86	95	104			
WHEMLOCK	72.7	21.9	238	304	371			
BL MAPLE	38.5	19.1	65	80	95			
WR CEDAR								
TOTAL	*92.6*	*4.2*	*481*	*502*	*523*	*342*	*175*	*86*

CL 68.1	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	73.1	3.6	128	133	138			
DOUG FIR-L	49.7	12.4	38	43	49			
R ALDER	49.1	9.1	25	28	30			
WHEMLOCK	69.6	21.0	66	83	101			
BL MAPLE	36.4	18.1	22	26	31			
WR CEDAR								
TOTAL	*79.7*	*3.6*	*117*	*121*	*125*	*254*	*129*	*63*

CL 68.1	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	66.8	4.5	66	69	72			
DOUG FIR-L	771.8	51.8	0	1	2			
R ALDER	357.1	23.9	6	8	10			
WHEMLOCK	482.2	32.3	2	3	3			
BL MAPLE	724.3	48.6	1	1	2			
WR CEDAR	1490.0	99.9	0	0	0			
TOTAL	*54.6*	*3.7*	*80*	*83*	*86*	*119*	*61*	*30*

CL 68.1	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	55.6	3.7	158	164	170			
DOUG FIR-L	769.9	51.6	1	1	2			
R ALDER	377.3	25.3	6	8	10			
WHEMLOCK	408.4	27.4	3	4	5			

TC PSTATS

PROJECT STATISTICS

PROJECT TRANS

DATE 10/15/2019

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
02N	05E	16	TRANS	00U1	THR	219.00	222	1,027	S	W
02N	05E	16	TRANS	00U4						

CL 68.1	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.00	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
BL MAPLE	735.4	49.3	1	2	2			
WR CEDAR	1490.0	99.9	0	0	0			
TOTAL	*44.6*	*3.0*	*174*	*179*	*184*	*79*	*40*	*20*

CL 68.1	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	63.2	4.2	23,501	24,541	25,581			
DOUG FIR-L	770.5	51.7	64	132	201			
R ALDER	377.5	25.3	479	642	804			
WHEMLOCK	420.4	28.2	275	383	491			
BL MAPLE	736.4	49.4	46	91	136			
WR CEDAR	1490.0	99.9	0	26	53			
TOTAL	*56.2*	*3.8*	*24,843*	*25,815*	*26,787*	*126*	*64*	*31*

CL 68.1	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	58.7	3.9	5,928	6,171	6,414			
DOUG FIR-L	769.4	51.6	18	37	56			
R ALDER	374.3	25.1	140	187	233			
WHEMLOCK	409.2	27.4	77	107	136			
BL MAPLE	743.0	49.8	15	31	46			
WR CEDAR	1490.0	99.9	0	8	15			
TOTAL	*50.6*	*3.4*	*6,318*	*6,540*	*6,762*	*102*	*52*	*26*

CL 68.1	COEFF		V_BAR/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR			143	150	156			
DOUG FIR-L	536.3	36.0	54	112	170			
R ALDER	321.9	21.6	59	79	99			
WHEMLOCK	319.7	21.4	72	100	128			
BL MAPLE	508.2	34.1	31	60	90			
WR CEDAR	1490.0	99.9	0	123	246			
TOTAL	*56.0*	*3.8*	*139*	*144*	*150*	*125*	*64*	*31*

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: TRANS

Date 10/15/2019

Time 10:28:09AM

T02N R05E S16 T00U1

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
02N	05E	16	TRANS	00U1	85.00	85	178	S	W

T02N R05E S16 T00U1

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 5-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		CU	CU		100.0	82											3	8		0.00	21.8
DF		HB	3S			101	101	9		100						100	40	11	180	1.21	.6
DF		DM	2S	64	3.4	15,170	14,657	1,246			58	42	1	0	1	98	38	14	304	1.98	48.2
DF		DM	3S	28	1.5	6,453	6,354	540	23	77			1	1	9	89	37	8	100	0.78	63.8
DF		DM	4S	6	3.9	1,426	1,370	116	94	6			26	18	31	24	28	6	32	0.38	42.8
DF		DM	UT	1		294	294	25	93	7			36	22		42	19	6	25	0.39	11.5
DF		RO	3S	1	7.1	87	80	7			31	69	13	18		69	28	15	259	2.29	.3
DF	**Totals**			99	3.2	23,612	22,855	1,943	13	22	37	27	3	2	5	91	30	9	121	1.06	189.0
RA		DM	UT	27		37	37	3	100				31	69			21	5	23	0.28	1.6
RA		DM	3S	21		27	27	2		100			100				16	10	60	0.81	.5
RA		DM	4S	52		69	69	6		100				100			30	8	60	0.57	1.2
RA	**Totals**			1		133	133	11	28	72			29	71			23	7	41	0.46	3.2
BM		DM	UT	25		9	9	1		100			100				10	8	20	0.45	.5
BM		DM	3S	75		28	28	2		100			100				18	10	60	0.81	.5
BM	**Totals**			0		37	37	3		100			100				14	9	40	0.68	.9
Type Totals					3.2	23,782	23,026	1,957	13	23	37	27	3	2	5	90	30	9	119	1.05	193.2

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: TRANS

Date 10/15/2019

Time 10:28:09AM

T02N R05E S16 T00U2

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
02N	05E	16	TRANS	00U2	86.00	86	183	S	W

T02N R05E S16 T00U2

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 5-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		CU	CU		100.0	173											3	8		0.00	10.6
DF		HB	2S	1		566	566	49			100					100	38	13	234	1.46	2.4
DF		DM	2S	83	3.4	24,364	23,538	2,024			25	75	0	1	1	98	39	17	458	2.61	51.4
DF		DM	3S	12	.7	3,591	3,566	307	18	82			4	15	10	72	34	9	96	0.80	37.3
DF		DM	4S	3	1.1	623	616	53	70	30			54	30		16	22	6	31	0.42	20.0
DF		DM	UT			130	130	11		18		82	100				13	13	86	1.23	1.5
DF		RO	3S	1	14.7	185	158	14			28	72	6	9	13	72	30	15	292	2.43	.5
DF	**Totals**			93	3.6	29,632	28,574	2,457	4	11	23	62	2	3	2	93	31	12	231	1.70	123.7
RA		CU	CU		100.0	154											11	7		0.00	9.6
RA		DM	UT	15		198	198	17	100				16	84			22	5	22	0.32	8.9
RA		DM	2S	25	1.2	317	313	27			100		32	68			27	13	141	1.43	2.2
RA		DM	3S	26	2.7	339	329	28		100				82		18	30	10	114	1.04	2.9
RA		DM	4S	19	7.5	245	227	20		100				83		17	31	8	61	0.71	3.7
RA		DM	4S	15		188	188	16	100					78		22	32	6	42	0.41	4.4
RA	**Totals**			4	12.9	1,441	1,255	108	31	44	25		11	78		11	22	7	40	0.54	31.8
WH		CU	CU		100.0	122											5	12		0.00	4.5
WH		DM	2S	57	6.3	510	478	41			40	60		19		81	38	17	399	2.56	1.2
WH		DM	3S	20	1.0	164	162	14	25	75				9	21	70	35	9	97	0.84	1.7
WH		DM	4S	23		189	189	16	75	25			25	22	34	19	28	6	31	0.36	6.0
WH	**Totals**			3	15.8	985	830	71	22	20	23	35	6	18	12	65	22	9	62	0.77	13.4
Type Totals					4.4	32,058	30,658	2,637	5	13	23	59	3	7	2	89	29	11	182	1.48	168.9

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: TRANS

Date 10/15/2019

Time 10:28:09AM

T02N R05E S16 T00U3

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
02N	05E	16	TRANS	00U3	47.00	47	105	S	W

T02N R05E S16 T00U3

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 5-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		CU	CU		100.0	68											1	7		0.00	16.0
DF		DM	2S	49	2.5	10,479	10,214	480			85	15			1	99	39	13	249	1.68	41.1
DF		DM	3S	39	1.4	8,218	8,105	381	22	78				1	4	96	37	8	100	0.77	81.2
DF		DM	4S	10		2,111	2,111	99	98	2			4	23	41	32	32	5	35	0.35	60.3
DF		DM	UT	2		211	211	10	50			50	67	33			19	7	40	0.48	5.3
DF	**Totals**			95	2.1	21,086	20,640	970	19	31	42	8	1	3	6	90	33	8	101	0.86	203.9
BM		CU	CU		100.0	56											16	5		0.00	3.0
BM		DM	UT	21		75	75	4		100				100			30	8	60	0.96	1.2
BM		DM	3S	54	15.4	229	194	9		100				100			30	11	110	1.16	1.8
BM		DM	4S	25	20.0	108	87	4	100					100			30	7	40	0.46	2.2
BM	**Totals**			2	24.1	468	355	17	24	76				100			25	7	43	0.62	8.2
RA		DM	UT	29		133	133	6	100				60	40			17	5	20	0.20	6.6
RA		DM	4S	24		107	107	5		100				100			30	8	60	0.57	1.8
RA		DM	4S	47		212	212	10	100					100			30	6	44	0.39	4.9
RA	**Totals**			2		452	452	21	76	24			18	82			24	6	34	0.35	13.3
WH		DM	2S	65	5.1	184	175	8			48	52				100	37	15	306	2.24	.6
WH		DM	3S	27		72	72	3		100				18		82	35	9	93	0.96	.8
WH		DM	4S	8	21.6	27	21	1	100				28		72		22	5	22	0.44	1.0
WH	**Totals**			1	5.4	283	268	13	8	27	32	34	2	5	6	87	30	9	116	1.19	2.3
RC		DM	3S	100	2.2	126	123	6		16		84				100	36	16	435	3.53	.3
RC	**Totals**			1	2.2	126	123	6		16		84				100	36	16	435	3.53	.3
Type Totals					2.6	22,414	21,838	1,026	20	31	40	9	1	6	6	87	32	8	96	0.84	228.0

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: TRANS

Date 10/15/2019

Time 10:28:09AM

T02N R05E S16 T00U4

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
02N	05E	16	TRANS	00U4	1.00	4	21	S	W

T02N R05E S16 T00U4

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 5-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF	L	CU	CU															6		0.00	7.0
DF	L	DM	2S	16		4,781	4,781	5			100					100	40	12	212	1.43	22.5
DF	L	DM	3S	62	2.2	18,518	18,107	18	16	84						100	36	9	98	0.74	184.5
DF	L	DM	4S	22		6,119	6,119	6	100				8	31	25	37	30	5	32	0.31	193.0
DF	**L**	**Totals**		87	1.4	29,418	29,008	29	31	52	16		2	6	5	87	33	7	71	0.60	407.1
DF		DM	3S	72	3.2	3,226	3,122	3	52	48						100	36	8	69	0.53	45.1
DF		DM	4S	28		1,162	1,162	1	100				46	27	27		22	5	26	0.23	45.1
DF		**Totals**		13	2.4	4,388	4,284	4	65	35			13	7	7	73	29	6	48	0.42	90.1
Type Totals					1.5	33,806	33,292	33	36	50	14		3	7	6	85	32	7	67	0.57	497.2

TC TSTATS

STATISTICS

PROJECT TRANS

PAGE 1
DATE 10/15/2019

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
02N	05E	16	TRANS	00U1	85.00	85	384	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	85	384	4.5		
CRUISE	45	178	4.0	7,089	2.5
DBH COUNT					
REFOREST					
COUNT	40	197	4.9		
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
DOUG FIR	174	81.3	19.8	75	39.0	173.5	23,612	22,855	6,067	6,050
R ALDER	3	1.6	12.6	53	0.4	1.4	133	133	35	35
BL MAPLE	1	.5	14.0	30	0.1	.5	37	37	9	9
TOTAL	*178*	*83.4*	*19.6*	*74*	*39.6*	*175.4*	*23,782*	*23,026*	*6,111*	*6,094*

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	7	10
DOUG FIR	91.1	7.0	391	420	449			
R ALDER	6.9	4.8	79	83	87			
BL MAPLE								
TOTAL	*92.5*	*7.0*	*383*	*412*	*441*	*342*	*174*	*85*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	74.4	5.7	100	107	113			
R ALDER	4.4	3.0	21	22	22			
BL MAPLE								
TOTAL	*75.9*	*5.7*	*99*	*105*	*111*	*230*	*117*	*58*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	43.9	4.8	77	81	85			
R ALDER	707.8	76.7	0	2	3			
BL MAPLE	922.0	99.9	0	0	1			
TOTAL	*41.2*	*4.5*	*80*	*83*	*87*	*68*	*35*	*17*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	39.3	4.3	166	174	181			
R ALDER	677.4	73.4	0	1	2			
BL MAPLE	922.0	99.9	0	0	1			
TOTAL	*37.1*	*4.0*	*168*	*175*	*182*	*55*	*28*	*14*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	42.7	4.6	21,797	22,855	23,913			
R ALDER	695.5	75.4	33	133	233			
BL MAPLE	922.0	99.9	0	37	75			
TOTAL	*41.1*	*4.5*	*22,000*	*23,026*	*24,051*	*67*	*34*	*17*

CL: 68.1 %	COEFF		**NET CUFT FT/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	40.1	4.3	5,787	6,050	6,314			
R ALDER	702.6	76.1	8	35	61			
BL MAPLE	922.0	99.9	0	9	18			

TC TSTATS

STATISTICS

PROJECT **TRANS**

DATE 10/15/2019

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
02N	**05E**	**16**	**TRANS**	**00U1**	85.00	85	384	S	W

CL: 68.1 %	COEFF		**NET CUFT FT/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
TOTAL	*38.5*	*4.2*	*5,840*	*6,094*	*6,348*	*59*	*30*	*15*

CL: 68.1 %	COEFF		**V-BAR/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR			126	132	138			
R ALDER	702.9	76.2	24	96	168			
BL MAPLE	922.0	99.9	0	75	150			
TOTAL	*212.8*	*23.1*	*125*	*131*	*137*	*1,809*	*923*	*452*

TC TSTATS

STATISTICS

PROJECT TRANS

DATE 10/15/2019

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
02N	05E	16	TRANS	00U2	86.00	86	394	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	86	394	4.6		
CRUISE	43	182	4.2	5,732	3.2
DBH COUNT					
REFOREST					
COUNT	42	212	5.0		
BLANKS	1				
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
DOUG FIR	149	44.5	25.3	91	30.9	155.4	29,632	28,574	6,621	6,588
R ALDER	24	16.1	14.0	50	4.6	17.1	1,441	1,255	426	380
WHEMLOCK	9	6.1	15.9	56	2.1	8.4	985	830	251	226
TOTAL	*182*	*66.6*	*22.3*	*78*	*38.3*	*180.9*	*32,058*	*30,658*	*7,298*	*7,194*

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	7	10
DOUG FIR	54.9	4.5	869	910	951			
R ALDER	52.5	10.9	89	100	110			
WHEMLOCK	77.2	27.2	221	303	386			
TOTAL	*70.2*	*5.2*	*731*	*772*	*812*	*197*	*100*	*49*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	49.7	4.1	196	204	213			
R ALDER	48.8	10.2	27	30	33			
WHEMLOCK	72.6	25.6	59	80	100			
TOTAL	*64.2*	*4.8*	*166*	*175*	*183*	*164*	*84*	*41*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	80.2	8.6	41	45	48			
R ALDER	264.1	28.5	12	16	21			
WHEMLOCK	318.8	34.3	4	6	8			
TOTAL	*63.0*	*6.8*	*62*	*67*	*71*	*159*	*81*	*40*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	69.5	7.5	144	155	167			
R ALDER	266.9	28.8	12	17	22			
WHEMLOCK	275.4	29.7	6	8	11			
TOTAL	*50.4*	*5.4*	*171*	*181*	*191*	*102*	*52*	*25*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	70.4	7.6	26,407	28,574	30,740			
R ALDER	279.8	30.1	877	1,255	1,634			
WHEMLOCK	285.2	30.7	575	830	1,085			
TOTAL	*60.1*	*6.5*	*28,675*	*30,658*	*32,642*	*144*	*73*	*36*

CL: 68.1 %	COEFF		**NET CUFT FT/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	70.1	7.5	6,091	6,588	7,085			
R ALDER	269.9	29.1	269	380	490			
WHEMLOCK	278.8	30.0	158	226	294			
TOTAL	*57.4*	*6.2*	*6,749*	*7,194*	*7,639*	*132*	*67*	*33*

TC TSTATS

STATISTICS

PAGE 2

DATE 10/15/2019

PROJECT **TRANS**

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
02N	**05E**	**16**	**TRANS**	**00U2**	86.00	86	394	S	W

CL:	68.1 %	COEFF		**V-BAR/ACRE**			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10

CL:	68.1 %	COEFF		**V-BAR/ACRE**			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR				170	184	198			
R ALDER		236.2	25.5	51	73	96			
WHEMLOCK		203.0	21.9	69	99	129			
TOTAL		*241.2*	*26.0*	*159*	*170*	*180*	*2,324*	*1,186*	*581*

TC TSTATS

STATISTICS

PROJECT TRANS

DATE 10/15/2019

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
02N	05E	16	TRANS	00U3	47.00	47	218	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	47	218	4.6		
CRUISE	26	105	4.0	5,013	2.1
DBH COUNT					
REFOREST COUNT	20	105	5.3		
BLANKS	1				
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
DOUG FIR	94	93.5	18.0	75	39.1	165.8	21,086	20,640	5,745	5,736
BL MAPLE	4	5.2	14.7	53	1.6	6.1	468	355	146	128
R ALDER	3	6.6	10.7	60	1.3	4.2	452	452	111	111
WHEMLOCK	3	1.2	20.2	62	0.6	2.6	283	268	83	83
WR CEDAR	1	.1	36.0	74	0.2	1.0	126	123	36	36
TOTAL	*105*	*106.7*	*17.6*	*73*	*42.9*	*179.7*	*22,414*	*21,838*	*6,121*	*6,093*

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	7	10
DOUG FIR	45.4	4.7	252	264	276			
BL MAPLE	44.5	25.4	60	80	100			
R ALDER	24.7	17.1	58	70	82			
WHEMLOCK	72.9	50.5	152	307	461			
WR CEDAR								
TOTAL	*54.5*	*5.3*	*245*	*258*	*272*	*118*	*60*	*30*

CL: 68.1 % COEFF — **SAMPLE TREES - CF** — # OF TREES REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	42.6	4.4	70	73	76			
BL MAPLE	35.5	20.3	22	28	34			
R ALDER	29.9	20.7	14	18	22			
WHEMLOCK	74.2	51.3	46	95	143			
WR CEDAR								
TOTAL	*52.9*	*5.2*	*69*	*72*	*76*	*112*	*57*	*28*

CL: 68.1 % COEFF — **TREES/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	58.9	8.6	86	94	102			
BL MAPLE	364.3	53.1	2	5	8			
R ALDER	300.5	43.8	4	7	10			
WHEMLOCK	422.1	61.5	0	1	2			
WR CEDAR	685.6	99.9	0	0	0			
TOTAL	*51.2*	*7.5*	*99*	*107*	*115*	*105*	*53*	*26*

CL: 68.1 % COEFF — **BASAL AREA/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	48.6	7.1	154	166	178			
BL MAPLE	368.1	53.7	3	6	9			
R ALDER	293.0	42.7	2	4	6			
WHEMLOCK	387.7	56.5	1	3	4			
WR CEDAR	685.6	99.9	0	1	2			
TOTAL	*42.0*	*6.1*	*169*	*180*	*191*	*71*	*36*	*18*

CL: 68.1 % COEFF — **NET BF/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	49.6	7.2	19,149	20,640	22,132			
BL MAPLE	375.3	54.7	161	355	550			

TC TSTATS

STATISTICS

PROJECT TRANS

DATE 10/15/2019

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
02N	05E	16	TRANS	00U3	47.00	47	218	S	W

CL: 68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
R ALDER	297.6	43.4	256	452	648			
WHEMLOCK	395.1	57.6	114	268	422			
WR CEDAR	685.6	99.9	0	123	245			
TOTAL	*44.0*	*6.4*	*20,437*	*21,838*	*23,239*	*77*	*39*	*19*

CL: 68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	48.5	7.1	5,331	5,736	6,141			
BL MAPLE	368.2	53.7	59	128	196			
R ALDER	293.7	42.8	64	111	159			
WHEMLOCK	392.1	57.1	35	83	130			
WR CEDAR	685.6	99.9	0	36	72			
TOTAL	*42.7*	*6.2*	*5,714*	*6,093*	*6,472*	*73*	*37*	*18*

CL: 68.1 %	COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR			115	124	133			
BL MAPLE	233.7	34.1	26	58	90			
R ALDER	224.4	32.7	62	109	156			
WHEMLOCK	393.1	57.3	44	104	164			
WR CEDAR	685.6	99.9	0	123	246			
TOTAL	*207.2*	*30.2*	*114*	*122*	*129*	*1,714*	*875*	*429*

TC TSTATS

STATISTICS

PROJECT TRANS

DATE 10/15/2019

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
02N	05E	16	TRANS	00U4	1.00	4	31	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	4	31	7.8		
CRUISE	3	21	7.0	265	7.9
DBH COUNT					
REFOREST COUNT	1	10	10.0		
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
DOUG FIR	4	45.1	12.5	68	10.9	38.4	4,388	4,284	1,100	1,100
DOUG FIR-L	17	219.5	14.7	73	67.6	259.2	29,418	29,008	8,059	8,059
TOTAL	*21*	*264.5*	*14.4*	*72*	*78.5*	*297.6*	*33,806*	*33,292*	*9,159*	*9,159*

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	7	10
DOUG FIR	28.3	16.2	84	100	116			
DOUG FIR-L	47.5	11.9	135	154	172			
TOTAL	*48.6*	*10.9*	*128*	*143*	*159*	*99*	*50*	*25*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	36.6	20.9	21	26	32			
DOUG FIR-L	49.7	12.4	38	43	49			
TOTAL	*51.9*	*11.6*	*35*	*40*	*45*	*113*	*58*	*28*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	81.4	46.5	24	45	66			
DOUG FIR-L	34.0	19.4	177	219	262			
TOTAL	*22.9*	*13.1*	*230*	*265*	*299*	*27*	*14*	*7*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	81.6	46.7	21	38	56			
DOUG FIR-L	32.9	18.8	210	259	308			
TOTAL	*22.1*	*12.6*	*260*	*298*	*335*	*25*	*13*	*6*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	86.5	49.4	2,167	4,284	6,401			
DOUG FIR-L	33.2	19.0	23,501	29,008	34,514			
TOTAL	*24.2*	*13.9*	*28,680*	*33,292*	*37,903*	*31*	*16*	*8*

CL: 68.1 %	COEFF		**NET CUFT FT/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	85.2	48.7	565	1,100	1,636			
DOUG FIR-L	32.6	18.6	6,557	8,059	9,560			
TOTAL	*23.2*	*13.3*	*7,945*	*9,159*	*10,374*	*28*	*14*	*7*

CL: 68.1 %	COEFF		**V-BAR/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	86.5	49.4	56	111	166			
DOUG FIR-L			91	112	133			
TOTAL	*130.4*	*74.5*	*96*	*112*	*127*	*889*	*453*	*222*

TC PSPCTLTCM

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

T02N R05E S16 Ty00U1	85.0
T02N R05E S16 Ty00U2	86.0
T02N R05E S16 Ty00U	1.0

Project TRANS
Acres 219.00

Page No 1
Date: 10/15/2019
Time 10:28:19AM

Species	S T	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
DOUG FIR		15,182	32,866	38,651	89.02	41.12	1.21	13,562	13,515	5,551	5,374
R ALDER		1,832	2,805	1,233	22.30	14.56	0.56	448	409	156	140
WHEMLOCK		575	873	815	40.61	26.75	0.87	255	234	98	84
DOUG FIR	L	219	400	230	36.72	20.14	0.61	81	81	29	29
BL MAPLE		283	323	202	23.86	20.93	0.80	76	68	25	20
WR CEDAR		7	13	40	254.17	127.09	3.53	17	17	6	6
Totals		18,098	37,281	41,170	79.14	38.42	1.16	14,438	14,322	5,866	5,653

Wood Type Species	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
C	15,983	34,153	39,735	86.63	40.54	1.20	13,914	13,846	5,684	5,493
H	2,115	3,128	1,435	22.51	15.22	0.59	525	476	182	160
Totals	18,098	37,281	41,170	79.14	38.42	1.16	14,438	14,322	5,866	5,653

TC PLOGSTVB

Log Stock Table - MBF

T02N R05E S16 Ty00U1
THRU
T02N R05E S16 Ty00U4

Project: TRANS
Acres 219.00

Page 1
Date 10/15/2019
Time 10:28:26AM

Spp	ST	So Grt de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF		HB 2S	36	29		29	.5						19	9					
DF		HB 2S	40	20		20	.4						10	10					
DF		HB 3S	40	9		9	.2					9							
DF		DM 2S	16	7	14.4	6	.1						6						
DF		DM 2S	19	1		1	.0						1						
DF		DM 2S	21	1		1	.0						1						
DF		DM 2S	26	11	5.8	10	.2						1			9			
DF		DM 2S	28	1	7.1	1	.0						1						
DF		DM 2S	30	2		2	.0						2						
DF		DM 2S	32	37	2.3	36	.7						28	8					
DF		DM 2S	36	995	3.3	962	17.9						262	278	299	102	21		
DF		DM 2S	38	11		11	.2								11				
DF		DM 2S	40	2,812	3.3	2,720	50.6						610	438	751	597	324		
DF		DM 3S	16	2		2	.0					2							
DF		DM 3S	18	3		3	.0					3							
DF		DM 3S	19	2		2	.0				1	1							
DF		DM 3S	20	8		8	.2				5	3							
DF		DM 3S	21	5		5	.1				2	3							
DF		DM 3S	22	2		2	.0				1	1							
DF		DM 3S	23	3	5.4	3	.1				1	2							
DF		DM 3S	24	5	3.1	5	.1				4	1							
DF		DM 3S	25	10		10	.2				6	4							
DF		DM 3S	26	5		5	.1					5							
DF		DM 3S	27	5		5	.1				3	1							
DF		DM 3S	28	4		4	.1				1	3							
DF		DM 3S	29	11		11	.2				7	4							
DF		DM 3S	30	5		5	.1				5								
DF		DM 3S	31	4		4	.1			1	2								
DF		DM 3S	32	44	1.3	43	.8			4	7	32							
DF		DM 3S	33	11		11	.2			9		2							
DF		DM 3S	34	20	3.0	19	.4			10	3	6							
DF		DM 3S	35	14	1.7	14	.3			11	2	2							
DF		DM 3S	36	473	1.6	465	8.7			65	156	244							
DF		DM 3S	37	27	3.6	26	.5			18	2	6							
DF		DM 3S	38	28		27	.5			22	3	2							
DF		DM 3S	39	11		11	.2			8	2								

TC PLOGSTVB

Log Stock Table - MBF

T02N R05E S16 Ty00U1
THRU
T02N R05E S16 Ty00U4

Project: TRANS
Acres 219.00

Page 2
Date 10/15/2019
Time 10:28:26AM

Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF		DM	3S	40	546	1.0	540	10.0			116	149	275							
DF		DM	4S	15	1		1	.0				1								
DF		DM	4S	16	13		13	.2		5	5	3								
DF		DM	4S	17	16	1.3	16	.3		2	10	4								
DF		DM	4S	18	10		10	.2		1	7	2								
DF		DM	4S	19	13	3.4	13	.2		2	3	8								
DF		DM	4S	20	11		11	.2		0	6	4								
DF		DM	4S	21	5		5	.1		3	1	1								
DF		DM	4S	22	6		6	.1		2	3	1								
DF		DM	4S	23	5		5	.1		3		2								
DF		DM	4S	24	4		4	.1		0	3									
DF		DM	4S	25	4		4	.1		4										
DF		DM	4S	26	9		9	.2		7	2									
DF		DM	4S	27	9		9	.2		9										
DF		DM	4S	28	6		6	.1		5	1									
DF		DM	4S	29	8	8.5	8	.1		4	3									
DF		DM	4S	30	5		5	.1		4	1									
DF		DM	4S	31	13		13	.2		12	1									
DF		DM	4S	32	3		3	.1		3										
DF		DM	4S	33	25	13.4	22	.4		20	2									
DF		DM	4S	34	20	3.0	20	.4		20										
DF		DM	4S	35	20		20	.4		20										
DF		DM	4S	36	24		24	.5		24										
DF		DM	4S	37	12		12	.2		12										
DF		DM	4S	38	13		13	.2		13										
DF		DM	4S	39	2		2	.0		2										
DF		DM	4S	40	17		17	.3		17										
DF		DM	UT	9	1		1	.0		1										
DF		DM	UT	10	1		1	.0			1									
DF		DM	UT	11	4		4	.1		2	1	1								
DF		DM	UT	12	0		0	.0				0								
DF		DM	UT	13	2		2	.0			2									
DF		DM	UT	14	14		14	.3								14				
DF		DM	UT	15	1		1	.0				1								
DF		DM	UT	17	1		1	.0					1							
DF		DM	UT	18	1		1	.0		1										
DF		DM	UT	23	2		2	.0		2										

TC PLOGSTVB

Log Stock Table - MBF

T02N R05E S16 Ty00U1
THRU
T02N R05E S16 Ty00U4

Project: TRANS
Acres 219.00

Page 3
Date 10/15/2019
Time 10:28:26AM

Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF		DM	UT	27	1		1	.0			1									
DF		DM	UT	28	5		5	.1		5										
DF		DM	UT	40	10		10	.2			10									
DF		RO	3S	16	1		1	.0						1						
DF		RO	3S	18	1		1	.0						1						
DF		RO	3S	27	1		1	.0						1						
DF		RO	3S	28	1		1	.0						1						
DF		RO	3S	31	2		2	.0						2						
DF		RO	3S	36	5	11.1	4	.1								4				
DF		RO	3S	40	12	18.6	10	.2								5	5			
DF		Totals			5,551	3.2	5,374	95.1		206	331	391	612	947	743	1084	713	346		
DF	L	DM	2S	40	5		5	16.5						5						
DF	L	DM	3S	36	16	2.5	16	55.0			3	9	5							
DF	L	DM	3S	40	2		2	7.5			0		2							
DF	L	DM	4S	19	0		0	1.6		0										
DF	L	DM	4S	24	1		1	2.0		1										
DF	L	DM	4S	28	0		0	1.5		0										
DF	L	DM	4S	30	1		1	3.0		1										
DF	L	DM	4S	32	2		2	5.3		2										
DF	L	DM	4S	36	1		1	5.0		1										
DF	L	DM	4S	37	0		0	1.3		0										
DF	L	DM	4S	38	0		0	1.3		0										
DF		Totals			29	1.4	29	.5		6	3	9	6	5						
RA		DM	UT	10	0		0	.3		0										
RA		DM	UT	11	1		1	.4		1										
RA		DM	UT	13	1		1	1.0		1	1									
RA		DM	UT	14	1		1	.4		1										
RA		DM	UT	15	1		1	.7		1										
RA		DM	UT	16	3		3	2.1		3										
RA		DM	UT	18	1		1	.5		1										
RA		DM	UT	21	2		2	1.6		2										
RA		DM	UT	23	3		3	2.1		3										
RA		DM	UT	24	4		4	2.7		4										
RA		DM	UT	25	2		2	1.8		2										
RA		DM	UT	26	1		1	.7		1										

TC PLOGSTVB

Log Stock Table - MBF

T02N R05E S16 Ty00U1
THRU
T02N R05E S16 Ty00U4

Project: TRANS
Acres 219.00

Page 4
Date 10/15/2019
Time 10:28:26AM

Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
RA		DM	UT	27	1		1	.8		1										
RA		DM	UT	28	1		1	.8		1										
RA		DM	UT	30	4		4	2.9		4										
RA		DM	2S	20	9		9	6.1						4		4				
RA		DM	2S	30	19	1.7	18	13.0						18						
RA		DM	3S	16	2		2	1.7					2							
RA		DM	3S	24	4		4	2.9					4							
RA		DM	3S	30	20	4.0	19	13.6					19							
RA		DM	3S	40	5		5	3.7					5							
RA		DM	4S	30	28	4.1	27	19.2				27								
RA		DM	4S	40	4	11.1	3	2.4				3								
RA		DM	4S	30	23		23	16.1			23									
RA		DM	4S	40	3		3	2.5		3										
RA		Totals			156	10.2	140	2.5		29	23	30	31	23		4				
BM		DM	UT	10	1		1	4.0				1								
BM		DM	UT	30	4		4	17.7				4								
BM		DM	3S	18	2		2	12.0					2							
BM		DM	3S	30	11	15.4	9	45.8					9							
BM		DM	4S	30	5	20.0	4	20.5			4									
BM		Totals			25	21.1	20	.4			4	4	11							
WH		DM	2S	28	10	19.7	8	9.2									8			
WH		DM	2S	36	4		4	4.7						4						
WH		DM	2S	40	39	3.4	38	44.8							16	21				
WH		DM	3S	28	1	10.0	1	1.5					1							
WH		DM	3S	30	1		1	.7				1								
WH		DM	3S	32	1		1	1.7				1								
WH		DM	3S	35	1		1	1.7			1									
WH		DM	3S	36	10		10	12.5				3	8							
WH		DM	3S	39	2		2	2.4			2									
WH		DM	4S	16	1	50.0	0	.3		0										
WH		DM	4S	20	4		4	4.8				4								
WH		DM	4S	22	2		2	2.4		2										

TC PLOGSTVB

Log Stock Table - MBF

T02N R05E S16 Ty00U1
THRU
T02N R05E S16 Ty00U4

Project: TRANS
Acres 219.00

Page 5
Date 10/15/2019
Time 10:28:26AM

Spp	St	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
WH		DM	4S	29	2		2	2.0		2										
WH		DM	4S	31	6		6	7.5		6	1									
WH		DM	4S	38	3		3	3.6		3										
WH		Totals			98	14.4	84	1.5		13	4	9	9	4	16	21	8			
RC		DM	3S	36	6	2.2	6	100.0					1				5			
RC		Totals			6	2.2	6	.1					1				5			
Total		All Species			5,866	3.6	5,653	100.0		254	366	444	671	979	764	1105	726	346		

FPA/N No:	2937181
Effective Date:	01/09/2020
Expiration Date:	01/09/2023
Shut Down Zone:	660S
EARR Tax Credit:	[X] Eligible [ ] Non-eligible
Reference:	Transylvania VRH RMZ Sorts 30-099598

Forest Practices Application/Notification
Notice of Decision

Decision

[ ] Notification	Operations shall not begin before the effective date.
[X] Approved	This Forest Practices Application is subject to the conditions listed below.
[ ] Disapproved	This Forest Practices Application is disapproved for the reasons listed below.
[ ] Closed	Applicant has withdrawn FPA/N.

FPA/N Classification

[ ] Class II [X] Class III [ ] Class IVG [ ] Class IVS

Number of Years Granted on Multi-Year Request

[ ] 4 years [ ] 5 years

Conditions on Approval / Reasons for Disapproval

No additional conditions.

Issued By: Luke Warthen **Region:** Pacific Cascade

Title: Forest Practices Forester **Date:** 01/09/2020

Copies to: **[ ] Landowner, Timber Owner and Operator.**

Issued in person: **[X] Landowner [X]Timber Owner [X] Operator By:**

Appeal Information

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:
Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501
Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903
Information regarding the Pollution Control Hearings Board can be found at: http://www.eluho.wa.gov/
At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

Office of the Attorney General
Natural Resources Division
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

And

Department Of Natural Resources
Pacific Cascade Region
PO Box 280
Castle Rock WA 98611

Other Applicable Laws

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

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

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website: **http://www.dnr.wa.gov/businesspermits/forestpractices**. Notify DNR of new Operators within 48 hours.

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

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

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

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

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

DNR affidavit of mailing:

On this day_____, I placed in the United States mail at Castle Rock, WA,
(date) (post office location)
postage paid, a true and accurate copy of this document. Notice of Decision FPA #_____

_____ _____
(Printed name) (Signature)