TIMBER NOTICE OF SALE

SALE NAME: Q BOYER EAST SORTS  AGREEMENT NO: 30-103137 - 30-103167

AUCTION: May 24, 2022 starting at 10:00 a.m.  COUNTY: Pend Oreille
Northeast Region Office, Colville, WA

SALE LOCATION: Sale located approximately 13 miles southwest of Usk, WA.

PRODUCTS SOLD AND SALE AREA: All timber except for leave trees banded with blue paint in Units 1, 2, 3, and 4 bounded by white timber sale boundary tags; and all timber bounded by orange right of way boundary tags meeting the specifications described below; on parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., containing 174 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

<table>
<thead>
<tr>
<th>Agreement #</th>
<th>Sort #</th>
<th>Species and Sort Specifications</th>
<th>Average Log Length</th>
<th>Estimated Volume</th>
<th>Tons Per MBF</th>
<th>Minimum Bid Delivered Prices</th>
<th>Total Appraised Value</th>
<th>Bid Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>30103137</td>
<td>01</td>
<td>DF/WL 7-10” dib</td>
<td>N/A</td>
<td>243</td>
<td>1458</td>
<td>6</td>
<td>$79.00</td>
<td>$115,182.00</td>
</tr>
<tr>
<td>30103138</td>
<td>02</td>
<td>DF/WL 11”+ dib</td>
<td>N/A</td>
<td>655</td>
<td>3275</td>
<td>5</td>
<td>$95.00</td>
<td>$311,125.00</td>
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<tr>
<td>30103139</td>
<td>03</td>
<td>GF/WH/WP/LP &amp; non-chuckable DF/WL 7-10” dib</td>
<td>N/A</td>
<td>510</td>
<td>3162</td>
<td>6.2</td>
<td>$68.00</td>
<td>$215,016.00</td>
</tr>
<tr>
<td>30103140</td>
<td>04</td>
<td>GF/WH/WP/LP &amp; non-chuckable DF/WL 11”+ dib</td>
<td>N/A</td>
<td>2201</td>
<td>11665</td>
<td>5.3</td>
<td>$79.00</td>
<td>$921,535.00</td>
</tr>
<tr>
<td>30103141</td>
<td>05</td>
<td>PP 6-10” dib</td>
<td>N/A</td>
<td>45</td>
<td>338</td>
<td>7.5</td>
<td>$47.00</td>
<td>$15,886.00</td>
</tr>
<tr>
<td>30103142</td>
<td>06</td>
<td>PP 11”+ dib</td>
<td>N/A</td>
<td>50</td>
<td>275</td>
<td>5.5</td>
<td>$73.00</td>
<td>$20,075.00</td>
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<tr>
<td>30103143</td>
<td>07</td>
<td>WRC Poles 35’+</td>
<td>N/A</td>
<td>234</td>
<td>913</td>
<td>3.9</td>
<td>$480.00</td>
<td>$438,240.00</td>
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<tr>
<td>30103144</td>
<td>08</td>
<td>WRC 5”+ dib</td>
<td>N/A</td>
<td>1405</td>
<td>6182</td>
<td>4.4</td>
<td>$380.00</td>
<td>$2,349,160.00</td>
</tr>
<tr>
<td>30103145</td>
<td>09</td>
<td>DF/WL/GF/WH/WP/LP 5-6” dib</td>
<td>N/A</td>
<td>413</td>
<td>2643</td>
<td>6.4</td>
<td>$52.00</td>
<td>$137,436.00</td>
</tr>
<tr>
<td>30103167</td>
<td>10</td>
<td>All conifer species except WRC 2”+ utility</td>
<td>N/A</td>
<td>91</td>
<td>819</td>
<td>9</td>
<td>$25.00</td>
<td>$20,475.00</td>
</tr>
</tbody>
</table>

Totals: 5847 30730 $4,544,130.00

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

BID METHOD: Sealed Bids  UNIT OF MEASURE: Tonnage Scale

EXPIRATION DATE: January 31, 2023  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 Northeast Region Office in Colville WA. Phone number (509)684-7474.

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 = $34.00 per Ton for sort 07, $32.00 per Ton for sorts 01, 02, 03, 04, 05, 06, 08 and 09 and $13.00 per Ton for sort 10.

Hauling Services Payment Rate per Ton
= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

Base Rate = $2.35 per ton

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

ARRF = $0.00 per MBF for sorts 05 and 10 and $26.00 per MBF for sorts 01, 02, 03, 04, 06, 07, 08 and 09.

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

Long-haul surcharge: An additional haul payment of $25/mbf net scale for mbf scale sorts or $4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

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.

Locked gate restricts access to the sale area. Contact the Northeast Region Office for access.

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 Mary-Ellen Reyna at the Northeast Region Office at (509)890-8154 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.
**DRIVING DIRECTIONS:**

**To Unit 4:** From the intersection of Westside Calispel Rd and HWY 211 travel 4.6 miles and turn left onto Middle Fork Rd. Take Middle Fork for 1.5 miles then turn onto E324321A (Power Lake Rd) and drive for approximately 4.5 miles until you reach E324333A (Boyer East turn off). Drive for approximately 1.1 miles and continue on E314304E to reach the bottom of Unit 4.

**To the bottom of Unit 2 and 3:** From intersection of E324321A (Power Lake Rd) and E324333A (Boyer East turn off). Take E324333A for approximately 2.4 miles to reach the bottom of Unit 3. Continue for another 0.1 miles on the E324333A road to reach bottom of Unit 2.

**To the middle of Units 1, 2 and 3:** From intersection of Westside Calispel Rd and Middle Fork Rd. Take Middle Fork for 1.5 miles then turn onto E324321A (Power Lake Rd) and drive for approximately 7 miles to the gate of road E314304A. Follow E314304A for about 200 feet and merge left onto road E314304G. In 0.1 miles stay left onto road E314304H and travel for 0.3 miles. Take a right on road E31404L and travel approximately 0.7 miles to reach Unit 3. Continue about 0.2 miles to reach Unit 2. Continue an additional 0.6 miles to reach Unit 1.
**DRIVING DIRECTIONS:**

**To Unit 4:** From the intersection of Westside Calispel Rd and HWY 211 travel 4.6 miles and turn left onto Middle Fork Rd. Take Middle Fork for 1.5 miles then turn onto E324321A (Power Lake Rd) and drive for approximately 4.5 miles until you reach E324333A (Boyer East turn off). Drive for approximately 1.1 miles and continue on E314304E to reach the bottom of Unit 4.

**To the bottom of Unit 2 and 3:** From intersection of E324321A (Power Lake Rd) and E324333A (Boyer East turn off). Take E324333A for approximately 2.4 miles to reach the bottom of Unit 3. Continue for another 0.1 miles on the E324333A road to reach bottom of Unit 2.

**To the middle of Units 1, 2 and 3:** From intersection of Westside Calispel Rd and Middle Fork Rd. Take Middle Fork for 1.5 miles then turn onto E324321A (Power Lake Rd) and drive for approximately 7 miles to the gate of road E314304A. Follow E314304A for about 200 feet and merge left onto road E314304G. In 0.1 miles stay left onto road E314304H and travel for 0.3 miles. Take a right on road E314304L and travel approximately 0.7 miles to reach Unit 3. Continue about 0.2 miles to reach Unit 2. Continue an additional 0.6 miles to reach Unit 1.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103137

SALE NAME: Q BOYER EAST SORT 01

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103137</td>
<td>1</td>
<td>DF/WL 7-10&quot; dib</td>
<td></td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Scaling Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>103137</td>
<td>01</td>
<td>ES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average Log Length</th>
<th>Preferred Log Lengths</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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
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 January 31, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

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:

\[ \text{Payment Reduction} = (B \times M) \times R \]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

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 2 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-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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:

\[ LD = (0.35V-I) + C + A - P \]

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:

\[ \text{Interest} = r \times LD \times N \]

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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser ___________________________  
Print Name ___________________________
Date: ___________________________  
Address: ___________________________

Ken McNamee  
Northeast 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 ________________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103138

SALE NAME: Q BOYER EAST SORT 02

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103138</td>
<td>2</td>
<td>DF/WL 11&quot;+ dib</td>
<td></td>
</tr>
</tbody>
</table>

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.
"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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 January 31, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

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 2 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-090  Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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:

\[
LD = (0.35V - I) + C + A - P
\]

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:

\[
\text{Interest} = r \times LD \times N
\]

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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

________________________________________  _______________________
Purchaser Ken McNamee

________________________________________  _______________________
Print Name Northeast Region Manager

Date: ______________________  Date: ______________________
Address:  

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

STATE OF _________________
COUNTY OF _________________

On this _________ day of _____________________, 20___, before me personally appeared ______________________________________________
____________________________________________________________
that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of

My appointment expires _____________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103139

SALE NAME: Q BOYER EAST SORT 03

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103139</td>
<td>3</td>
<td>GF/WH/ WP/LP &amp; non-chuckable DF/WL 7-10&quot; dib</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Scaling Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>103139</td>
<td>03</td>
<td>ES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average Log Length</th>
<th>Preferred Log Lengths</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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 January 31, 2023.

G-050.2 Contract Term Extension
Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

**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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times 0.2
\]

Where:
\[
B = \text{Bid rate from P-028.2 clause}
\]
\[
M = \text{Mis-manufactured volume exceeding threshold excluding utility}
\]

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-039.2 Tonnage Sort Payment Reduction Requirements**

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

**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 2 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-090  Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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:

\[ \text{Interest} = r \times LD \times N \]

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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

______________________  ________________________
Purchaser Ken McNamee
____________________ Northeast Region Manager
Print Name

Date:    ________________ Date:    _________________
Address:
CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF ____________________________
COUNTY OF ____________________________

On this ___________ day of ________________, 20__, before me personally appeared ______________________________________________
__________________________________________________ to me known to be the
____________________________________________________________ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of

____________________________________
My appointment expires _____________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103140

SALE NAME: Q BOYER EAST SORT 04

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103140</td>
<td>4</td>
<td>GF/WH/WP/LP &amp; non-chuckable DF/WL 11”+ dib</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Scaling Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>103140</td>
<td>04</td>
<td>ES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average Log Length</th>
<th>Preferred Log Lengths</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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 January 31, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

Where:

\[
B = \text{Bid rate from P-028.2 clause}
\]

\[
M = \text{Mis-manufactured volume exceeding threshold excluding utility}
\]

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-039.2 Tonnage Sort Payment Reduction Requirements**

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

**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 2 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-090  Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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.
SIGNATURES

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

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

<table>
<thead>
<tr>
<th>Purchaser</th>
<th>Ken McNamee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Northeast Region Manager</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES
CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF  ____________________________ )
COUNTY OF  ____________________________ )

On this _____________ day of _______________________, 20___, before me personally appeared _____________________________________________
__________________________________________________ to me known to be the _____________________________________________ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of

____________________________________
My appointment expires ______________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103141

SALE NAME: Q BOYER EAST SORT 05

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103141</td>
<td>5</td>
<td>PP 6-10&quot; dib</td>
<td></td>
</tr>
</tbody>
</table>

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.

Unless otherwise listed in the table above, no blue stain is allowed in ponderosa pine sorts.
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.

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Scaling Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>103141</td>
<td>05</td>
<td>ES</td>
</tr>
</tbody>
</table>

Average Log Length

Preferred Log Lengths

N/A

"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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 January 31, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

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 2 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-090  Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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:

\[
LD = (0.35V - I) + C + A - P
\]

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:

\[ \text{Interest} = r \times LD \times N \]

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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

______________________  ________________________
Purchaser Ken McNamee

____________________
Print Name Northeast Region Manager

Date: ________________ Date: _________________

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

STATE OF ____________________________
COUNTY OF ____________________________

On this _____________ day of _______________________, 20___, before me personally appeared ______________________________________________
__________________________________________________ to me known to be the ________________________________________________ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of

____________________________________
My appointment expires ________________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103142

SALE NAME: Q BOYER EAST SORT 06

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103142</td>
<td>6</td>
<td>PP 11&quot;+ dib</td>
<td></td>
</tr>
</tbody>
</table>

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.

Unless otherwise listed in the table above, no blue stain is allowed in ponderosa pine sorts.
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.

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Scaling Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>103142</td>
<td>06</td>
<td>ES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average Log Length</th>
<th>Preferred Log Lengths</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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 January 31, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

**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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

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 accepts the 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 2 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-090  Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

______________________  ________________________
Purchaser Ken McNamee
____________________ Northeast Region Manager
Print Name

Date: ________________ Date: ________________
Address:
CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF ____________________________
COUNTY OF ____________________________

On this ___________ day of _______________________, 20___, before me personally appeared ______________________________________________
______________________________________________________________ to me known to be the _________________________________ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of ____________________________

____________________________________
My appointment expires _______________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103143

SALE NAME: Q BOYER EAST SORT 07

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103143</td>
<td>7</td>
<td>WRC Poles 35'+</td>
<td></td>
</tr>
</tbody>
</table>

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.
"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
<tr>
<td>P</td>
<td>POLE SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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

G-050.2 Contract Term Extension
Contract extensions and any other conditions subject to the extension as agreed to by
the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

P-035.2 Missorts and Payment Reduction for Delivered Poles

Poles delivered that do not meet the sorting specifications in G-022.2 and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract may be considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving potential missorts and set aside the missort poles for DNR inspection unless otherwise directed by the Contract Administrator in writing.

Purchaser is required to pay the State for missorted poles at the Purchaser’s bid price listed in clause P-028.2 ‘Payment for Logs Delivered’ of this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. Final determination of eligibility for payment reduction of Purchaser identified missorted poles is subject to DNR approval.

Delivered poles approved as missort(s) by DNR shall be rescaled at purchaser’s expense by a third party scaling organization unless the original third party scaling documentation is applicable and available.

Purchaser agrees to pay the State for delivered poles eligible for missort payment reduction at the following rate:

DATA MISSING / mbf

Payment reductions approved by DNR shall be applied at the end of deliveries.

Purchaser’s exclusive remedy for missorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements**

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>
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 State’s 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 2 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-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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 Intermittions 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:

\[ \text{Interest} = r \times LD \times N \]

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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

__________________________________________________________________
Purchaser

________________________
Print Name

Date: _____________________
Address:

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

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

____________________________________
Notary Public in and for the State of 

____________________________________
My appointment expires ______________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
Schedule P
POLE SPECIFICATIONS

Poles produced under this contract shall meet the following specifications:

MINIMUM SAPWOOD: Required both butt and top; 1-inch on Douglas-fir and none on western redcedar.

BUTTS: Shall be cut above the swell and hook.

SWEEP: Poles shall be line straight. That is, a straight line from the center of the butt to the center of the top will not pass outside the body of the pole.

KNOTS: Maximum diameter of a single knot shall not exceed 3 inches. The sum of the diameters of all knots (1/2 inch and larger) in any 1-foot section shall not exceed 8 inches on 45-foot and shorter and 10 inches on 50-foot and longer poles.

TRIM: Poles shall have a minimum of 12 inches of trim.

MAXIMUM DIAMETER AT GROUND LINE: Shall not be more than 7 inches or 20% larger than the specified minimum, whichever is greater.

CLASSIFICATION: The diameter (D.O.B.) at ground line (6 feet up from the butt) will determine the true class of the pole, provided that its top is large enough. Otherwise, the diameter (D.I.B.) at the top will determine the true class.

PROHIBITED DEFECTS: Poles shall be free of sucker knots, knot clusters, rotten knots, short crooks, splits, shake, scars or catfaces, deadwood streaks, snowbreak, cross break, decay, and worm or insect damage.

REFERENCE: American National STANDARDS INSTITUTE: A.N.S.I. 05.1-2008 or later
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
LOG SALE AND PURCHASE CONTRACT
AGREEMENT NO. 30-0103144
SALE NAME: Q BOYER EAST SORT 08

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREAFTER 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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103144</td>
<td>8</td>
<td>WRC 5&quot;+ dib</td>
<td></td>
</tr>
</tbody>
</table>

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.
"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-025 Schedules**

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

**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 January 31, 2023.

G-050.2 Contract Term Extension
Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

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:

\[ \text{Payment Reduction} = (B \times M) \times R \]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

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 2 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-090  Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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:

\[ \text{Interest} = r \times LD \times N \]

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.
SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

______________________  ________________________  
Purchaser Ken McNamee  
______________________  ________________________  
Print Name  
Northeast Region Manager

Date: ________________  Date: ________________

Address:  

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

STATE OF  ____________________________)  
COUNTY OF  ____________________________)  

On this _____________ day of _______________________, 20___, before me personally  
appeared ________________________________________________  
__________________________________________________ to me known to be the  
____________________________________________________________ of the corporation  
that executed the within and foregoing instrument and acknowledged said instrument to be the  
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,  
and on oath stated that (he/she was) (they were) authorized to execute said instrument.  

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

____________________________________  
Notary Public in and for the State of  

____________________________________  
My appointment expires ______________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
LOG SALE AND PURCHASE CONTRACT
AGREEMENT NO. 30-0103145
SALE NAME: Q BOYER EAST SORT 09

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103145</td>
<td>9</td>
<td>DF/WL/GF/WH/WP/LP 5-6” dib</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Scaling Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>103145</td>
<td>09</td>
<td>ES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average Log Length</th>
<th>Preferred Log Lengths</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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 January 31, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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

Notifications 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/Ton

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.

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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements**

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

**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 2 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-090  Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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:

\[ \text{Interest} = r \times LD \times N \]

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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

____________________________________  _______________________________________
Purchaser                              Ken McNamee
____________________________________  Northeast Region Manager
Print Name

Date: ____________________  Date: ____________________
Address:
CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF ____________________________)
COUNTY OF ____________________________

On this _____________ day of _______________________, 20___, before me personally appeared ________________________________________________
__________________________________________________ to me known to be the
____________________________________________________________ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of

____________________________________
My appointment expires _______________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0103167

SALE NAME: Q BOYER EAST SORT 10

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 May 24, 2022 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 Q BOYER EAST SORTS Timber Sale described as parts of Sections 4, and 5 all in Township 31 North, Range 43 East W.M., in Pend Oreille 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:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Description</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>103167</td>
<td>10</td>
<td>All conifer species except WRC 2&quot;+ utility</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Scaling Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>103167</td>
<td>10</td>
<td>ES</td>
</tr>
</tbody>
</table>

Average Log Length | Preferred Log Lengths
N/A |  

"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-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SORT SPECIFICATIONS</td>
</tr>
</tbody>
</table>

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 DATA MISSING 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 January 31, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

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, QUANTITY, 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 Colville, 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/Ton

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.

**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:

\[
\text{Payment Reduction} = (B \times M) \times R
\]

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:

\[
\text{Payment Reduction} = (B \times M) \times (0.2)
\]

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-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State’s acceptance of Purchaser’s written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

<table>
<thead>
<tr>
<th>Species Type</th>
<th>Preferred Lengths</th>
</tr>
</thead>
</table>

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 2 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-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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 enroute 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:

\[ LD = (0.35V - I) + C + A - P \]

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:

\[ \text{Interest} = r \times LD \times N \]

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.
SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

__________________________________  ________________________
Purchaser Ken McNamee

__________________________________
Print Name Northeast Region Manager

Date: ________________ Date: ________________

Address:  

2/3/2022 16 of 18 Agreement No. 30-0103167
CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF ____________________________ )
COUNTY OF ____________________________ )

On this ____________ day of ____________________, 20__, before me personally appeared ______________________________________________
__________________________________________________ to me known to be the
____________________________________________________________ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of

____________________________________
My appointment expires ________________
Schedule A
SORT SPECIFICATIONS

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, white pine and western hemlock 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, white pine and western hemlock 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar poles 35 feet in length and greater. Poles shall be manufactured accordingly to meet ANSI specifications.

Sort #8: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #9: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #10: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.
## PRE-CRUISE NARRATIVE

<table>
<thead>
<tr>
<th>Sale Name: Q Boyer East Sorts</th>
<th>Region: Northeast</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement #: 30-102002</td>
<td>District: Arcadia</td>
</tr>
<tr>
<td>Contact Forester: Mary-Ellen Reyna</td>
<td>County(s): Pend Oreille, Choose a county</td>
</tr>
<tr>
<td>Phone / Location: (509)890-8154</td>
<td>Other information:</td>
</tr>
<tr>
<td>Alternate Contact: Chad Godley</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Phone / Location: (509)890-8120</td>
<td></td>
</tr>
</tbody>
</table>

| Type of Sale: Log Sort (Contract harvest) | |
| Harvest System: Ground based | Click here to enter text. |
| Harvest System: Select harvest system | Click here to enter percent sale acres. |
| Harvest System: Select harvest system | Click here to enter percent sale acres. |

### UNIT ACREAGES AND METHOD OF DETERMINATION:

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Harvest R/W or RMZ WMZ</th>
<th>Legal Description (Enter only one legal for each unit)</th>
<th>Sec/Twp/Rng</th>
<th>Gross Proposal Acres</th>
<th>Deductions from Gross Acres (No harvest acres)</th>
<th>Acreage Determination (List method and error of closure if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Grant or Trust</td>
<td>runners</td>
<td>RMZ/WMZ Acres</td>
<td>Leave Tree Acres</td>
<td>Existing Road Acres</td>
</tr>
<tr>
<td>1</td>
<td>Sec 5 T31N R43E</td>
<td>03</td>
<td>6.3</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Sec 5 T31N R43E</td>
<td>03</td>
<td>79.4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>Sec 4 T31N R43E</td>
<td>03</td>
<td>22.6</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Sec 4 T31N R43E</td>
<td>03</td>
<td>63.5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ROW 5</td>
<td>Sec 5 T31N R43E</td>
<td>03</td>
<td>0.2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ROW 6</td>
<td>Sec 5 T31N R43E</td>
<td>03</td>
<td>0.2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ROW 7</td>
<td>Sec 5 T31N R43E</td>
<td>03</td>
<td>0.2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ROW 8</td>
<td>Sec 4 T31N R43E</td>
<td>03</td>
<td>1.6</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL ACRES</td>
<td></td>
<td></td>
<td>174.0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
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</table>

### HARVEST PLAN AND SPECIAL CONDITIONS:

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Harvest Prescription</th>
<th>Special Management</th>
<th>Other conditions (#)</th>
</tr>
</thead>
</table>

Revised 03/15/2010 (FRCD)
(Leave, take, paint color, tags, flagging etc.)

<table>
<thead>
<tr>
<th></th>
<th>Unit 1 is bound by white “Timber Sale Boundary” tags and pink flagging, private timber industry property to the south. Leave trees are marked with a band of blue paint</th>
<th>areas: VRH</th>
<th>leave trees, etc. 40 leave trees</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Unit 2 is bound by white “Timber Sale Boundary” tags and pink flagging. Leave trees are marked with a band of blue paint.</td>
<td>VRH</td>
<td>481 leave trees</td>
</tr>
<tr>
<td>3</td>
<td>Unit 3 is bound by white “Timber Sale Boundary” tags and pink flagging. Leave trees are marked with a band of blue paint.</td>
<td>VRH</td>
<td>148 leave trees</td>
</tr>
<tr>
<td>4</td>
<td>Unit 4 is bound by white “Timber Sale Boundary” tags and pink flagging, United State Forest Service property to the north and private timber industry to the east. Leave trees are marked with a band of blue paint.</td>
<td>VRH</td>
<td>391 leave trees</td>
</tr>
<tr>
<td>ROW 5</td>
<td>Right-of-way harvest limits are marked with orange “Right-of-way harvest” tags.</td>
<td>ROW</td>
<td>N/A</td>
</tr>
<tr>
<td>ROW 6</td>
<td>Right-of-way harvest limits are marked with orange “Right-of-way harvest” tags.</td>
<td>ROW</td>
<td>N/A</td>
</tr>
<tr>
<td>ROW 7</td>
<td>Right-of-way harvest limits are marked with orange “Right-of-way harvest” tags.</td>
<td>ROW</td>
<td>N/A</td>
</tr>
<tr>
<td>ROW 8</td>
<td>Right-of-way harvest limits are marked with orange “Right-of-way harvest” tags.</td>
<td>ROW</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**OTHER PRE-CRUISE INFORMATION:**

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Primary,secondary Species / Estimated Volume (MBF)</th>
<th>Access information (Gates, locks, etc.)</th>
<th>Photos, traverse maps required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GF, WRC / 189</td>
<td>Access via Westside Calispel Road, to Middle Fork Road, to the E324321A road, to the E324333A Road. Drive road to property line. Easiest path is to walk the property line to Unit 1. Foot access only.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GF, WRC / 2,300</td>
<td>Access via Westside Calispel Road, to Middle Fork Road, to the E324321A road, to the E324333A road. Road will access lower section of unit.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>GF, WRC / 660</td>
<td>Access via Westside Calispel Road, to Middle Fork Road, to the E324321A road, to the E324333A road. Road will access lower section</td>
<td></td>
</tr>
<tr>
<td>ROW</td>
<td>Access via Westside Calispel Road, to Middle Fork Road, to the E324321A road, to the E324333A road, to the E314304E road. An ATV can be utilized on an old road prism through the unit as hunters have kept it open.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROW 5</td>
<td>GF, DF / 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROW 6</td>
<td>Access via Westside Calispel Road, to Middle Fork Road, to the E324321A road, to the E324333A road.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROW 7</td>
<td>WRC, GF / 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROW 8</td>
<td>Access via Westside Calispel Road, to Middle Fork Road, to the E324321A road, to the E324333A road. Easiest path is to walk north to the unit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL MBF</td>
<td>4,149</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REMARKS:**
Cruise for western red cedar poles and western larch poles. We do not think there are a lot of western larch poles, but can discuss before cruising starts. Can make access to the upper end of the units if you stay on the E324321A road to the 6.5 mile marker and access through red DNR gate. The Boyer Timber Sale may be active depending on time of cruise. Call Boyer CA (Clay Chambers) for gate combo and status of sale to ensure there will be enough room on the haul route for parking. An ATV may be a preferred tool to access units depending on the time of the year. Some sizeable mud holes on the E324333A road on DNR ownership.
Timber Sale Cruise Report
Boyer East Sorts

Sale Name: Q BOYER EAST SORTS
Sale Type: SORT
Region: NORTHEAST
District: ARCADIA
Lead Cruiser: Kevin Parkinson
Other Cruisers: Jake Culp, Phil Kirner, Dylan Worlock

Cruise Narrative:

Location:

Legal – Sections 4 and 5, T 31 N, R 43 E. WM.

General – Units are 18 miles east of Chewelah, Wa. in Pend Oreille County.

Access – The sale location for all units is based off of Westside Calispel Road and Middle Fork Rd.

Cruise Design:

This sale was cruised using variable radius plots, utilizing the cruise-count method. The walk-through method was used on plots near boundaries. Each plot was a full plot.

Minor species cruise intensity:

We grade the first tree of all minor species encountered; then follow the set cruise design.

Min. DBH: 7” DBH for all species
Log Length: 32’ logs where possible, minimum of 12’ lengths
Top DIB: Trees less than 17.5” DBH have a minimum top of 5.6” DIB for ponderosa pine and western red cedar, and 4.6” DIB for all species; Trees 17.6” and greater DBH have a minimum top DOB of 40% of DOB at 16’ or a 6” top, whichever is greater.

Take/Leave Prescription:

Cut all conifers not marked with Blue paint.

Cruise Acres determination:

FMA unit acreages with existing road acreages removed.

Stand composition:
The stands are second growth grand fir, western red cedar, Douglas-fir with minor components of, western larch, ponderosa pine, western hemlock, lodgepole pine and western white pine, with larger residual trees. Legacy trees are present within the sale area.

Timber quality:

Timber to be harvested is comprised of domestic quality grand fir (48%), western red cedar (28%), Douglas-fir (12%), western larch (8%), ponderosa pine (1%), western hemlock (1%), lodgepole pine (<1%), and western white pine (<1%).
Stand health/defect:

Root rot is found scattered throughout the sale area in concentrated patches. Older timber in the sale area can be rough, with branch clusters, sweep, and crooks. Other defects noted include mistletoe, dead and dying tops, forks, spike knots, wind and snow damage.

Aspect: North, East, South and West. Elevation: 3400’- 3800’.

Harvesting methods: 100% ground based.

Slope:

Unit 1- 0-38%; Avg: 18%
Unit 2- 0-46%; Avg: 16%
Unit 3- 0-46%; Avg: 23%
Unit 4- 0-56%; Avg: 20

Other considerations/remarks:
This sale exists on fairly rolling ground with some steep pitches. There are patches of jackstraw downed timber in most of the units.

Trust: All units are associated with Trust 3.

Timber Sale Notice Volume (MBF)

<table>
<thead>
<tr>
<th>Sp</th>
<th>DBH</th>
<th>Rings/In</th>
<th>Age</th>
<th>All</th>
<th>1 Saw</th>
<th>2 Saw</th>
<th>3 Saw</th>
<th>4 Saw</th>
<th>5 Saw</th>
<th>Utility</th>
</tr>
</thead>
<tbody>
<tr>
<td>GF</td>
<td>19.2</td>
<td></td>
<td></td>
<td>2,789</td>
<td>223</td>
<td>1,782</td>
<td>624</td>
<td>118</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>RC</td>
<td>14.8</td>
<td></td>
<td></td>
<td>1,639</td>
<td></td>
<td>1,451</td>
<td></td>
<td></td>
<td>188</td>
<td></td>
</tr>
<tr>
<td>DF</td>
<td>16.7</td>
<td></td>
<td></td>
<td>723</td>
<td>374</td>
<td>287</td>
<td>50</td>
<td></td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>WL</td>
<td>14.2</td>
<td></td>
<td></td>
<td>466</td>
<td>194</td>
<td>98</td>
<td>137</td>
<td></td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>PP</td>
<td>16.1</td>
<td></td>
<td></td>
<td>95</td>
<td></td>
<td></td>
<td></td>
<td>40</td>
<td>55</td>
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</tr>
<tr>
<td>WH</td>
<td>14.4</td>
<td></td>
<td></td>
<td>60</td>
<td>33</td>
<td>19</td>
<td>7</td>
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<td>1</td>
<td></td>
</tr>
<tr>
<td>LP</td>
<td>17.9</td>
<td></td>
<td></td>
<td>56</td>
<td>38</td>
<td>15</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>WP</td>
<td>23.4</td>
<td></td>
<td></td>
<td>20</td>
<td>16</td>
<td>3</td>
<td>1</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>ALL</td>
<td>16.5</td>
<td></td>
<td></td>
<td>5,847</td>
<td>223</td>
<td>2,439</td>
<td>2,496</td>
<td>542</td>
<td>55</td>
<td>93</td>
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</table>

Timber Sale Notice Weight (tons)

<table>
<thead>
<tr>
<th>Sp</th>
<th>All</th>
<th>1 Saw</th>
<th>2 Saw</th>
<th>3 Saw</th>
<th>4 Saw</th>
<th>5 Saw</th>
<th>Utility</th>
</tr>
</thead>
<tbody>
<tr>
<td>GF</td>
<td>7,577</td>
<td>385</td>
<td>4,210</td>
<td>2,225</td>
<td>525</td>
<td>231</td>
<td></td>
</tr>
<tr>
<td>RC</td>
<td>7,104</td>
<td></td>
<td>6,165</td>
<td>939</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>WL</td>
<td>3,405</td>
<td>607</td>
<td>316</td>
<td>1,990</td>
<td></td>
<td>492</td>
<td></td>
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<tr>
<td>DF</td>
<td>2,782</td>
<td>1,230</td>
<td>1,233</td>
<td>246</td>
<td></td>
<td>73</td>
<td></td>
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<tr>
<td>PP</td>
<td>418</td>
<td></td>
<td>115</td>
<td>302</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>WH</td>
<td>315</td>
<td>160</td>
<td>108</td>
<td>35</td>
<td>11</td>
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</table>
### Tons by Grade

<table>
<thead>
<tr>
<th>Sp</th>
<th>All</th>
<th>1 Saw</th>
<th>2 Saw</th>
<th>3 Saw</th>
<th>4 Saw</th>
<th>5 Saw</th>
<th>Utility</th>
</tr>
</thead>
<tbody>
<tr>
<td>LP</td>
<td>161</td>
<td>103</td>
<td>48</td>
<td>4</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WP</td>
<td>25</td>
<td>18</td>
<td>5</td>
<td>1</td>
<td>1</td>
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<td></td>
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<tr>
<td>ALL</td>
<td>21,786</td>
<td>385</td>
<td>6,328</td>
<td>10,100</td>
<td>3,856</td>
<td>302</td>
<td>814</td>
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</tbody>
</table>

### Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

<table>
<thead>
<tr>
<th>BA (sq ft/acre)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
<th>Vol SE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>206.6</td>
<td>3.9</td>
<td>172.6</td>
<td>3.0</td>
<td>36,316</td>
<td>4.9</td>
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</tbody>
</table>

### Timber Sale Unit Cruise Design

<table>
<thead>
<tr>
<th>Unit</th>
<th>Design</th>
<th>Cruise Acres</th>
<th>FMA Acres</th>
<th>N Plots</th>
<th>N Cruise Plots</th>
<th>N Void Plots</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOYER EAST SORTS UNIT 1</td>
<td>B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft</td>
<td>6.3</td>
<td>6.4</td>
<td>6</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>BOYER EAST SORTS UNIT 2</td>
<td>B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft</td>
<td>79.4</td>
<td>79.4</td>
<td>58</td>
<td>16</td>
<td>1</td>
</tr>
<tr>
<td>BOYER EAST SORTS UNIT 3</td>
<td>B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft</td>
<td>22.6</td>
<td>22.6</td>
<td>14</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>BOYER EAST SORTS UNIT 4</td>
<td>B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft</td>
<td>63.7</td>
<td>63.5</td>
<td>43</td>
<td>12</td>
<td>3</td>
</tr>
<tr>
<td>BOYER EAST SORTS ROW 5</td>
<td>B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft</td>
<td>0.2</td>
<td>0.2</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>BOYER EAST SORTS ROW 6</td>
<td>B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>BOYER EAST SORTS ROW 7</td>
<td>B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>BOYER EAST SORTS ROW 8</td>
<td>B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
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### Unit Sale Notice Volume (MBF): BOYER EAST SORTS UNIT 1

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### Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS UNIT 1

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## Cruise Unit Report

### BOYER EAST SORTS UNIT 2

### Unit Sale Notice Volume (MBF): BOYER EAST SORTS UNIT 2

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### Unit Cruise Summary: BOYER EAST SORTS UNIT 2

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### Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS UNIT 2

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<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
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### Unit Summary: BOYER EAST SORTS UNIT 2

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Cruise Unit Report

BOYER EAST SORTS UNIT 3

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Unit Cruise Design: BOYER EAST SORTS UNIT 3

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Unit Cruise Summary: BOYER EAST SORTS UNIT 3

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Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS UNIT 3

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### (sq ft/acre) (%) (%) (bf/sq ft) (%) (%) (bf/acre) (%) (%)
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#### Unit Summary: BOYER EAST SORTS UNIT 3

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Cruise Unit Report
BOYER EAST SORTS UNIT 4

Unit Sale Notice Volume (MBF): BOYER EAST SORTS UNIT 4

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Unit Cruise Design: BOYER EAST SORTS UNIT 4

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<th>N Cruise Plots</th>
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Unit Cruise Summary: BOYER EAST SORTS UNIT 4

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Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS UNIT 4

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<th>BA CV (%)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
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**Unit Summary: BOYER EAST SORTS UNIT 4**

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### Cruise Unit Report

**BOYER EAST SORTS ROW 5**

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#### Unit Cruise Design: BOYER EAST SORTS ROW 5

<table>
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<tr>
<th>Design</th>
<th>Cruise Acres</th>
<th>FMA Acres</th>
<th>N Plots</th>
<th>N Cruise Plots</th>
<th>N Void Plots</th>
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<tbody>
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<td>B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft</td>
<td>0.2</td>
<td>0.2</td>
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#### Unit Cruise Summary: BOYER EAST SORTS ROW 5

<table>
<thead>
<tr>
<th>Sp</th>
<th>Cruised Trees</th>
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<th>Trees/Plot</th>
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#### Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS ROW 5

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<tr>
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<th>BA (sq ft/acre)</th>
<th>BA CV (%)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR CV (%)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
<th>Vol CV (%)</th>
<th>Vol SE (%)</th>
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<tr>
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#### Unit Summary: BOYER EAST SORTS ROW 5

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<th>BA</th>
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Cruise Unit Report
BOYER EAST SORTS ROW 6

Unit Sale Notice Volume (MBF): BOYER EAST SORTS ROW 6

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<tr>
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Unit Cruise Design: BOYER EAST SORTS ROW 6

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<th>N Cruise Plots</th>
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Unit Cruise Summary: BOYER EAST SORTS ROW 6

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<th>Sp</th>
<th>Cruised Trees</th>
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Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS ROW 6

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<thead>
<tr>
<th>Sp</th>
<th>BA (sq ft/acre)</th>
<th>BA CV (%)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR CV (%)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
<th>Vol CV (%)</th>
<th>Vol SE (%)</th>
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<tr>
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<td>0.0</td>
<td>177.7</td>
<td>7.8</td>
<td>3.2</td>
<td>42,660</td>
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Unit Summary: BOYER EAST SORTS ROW 6

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<th>TPA</th>
<th>BA</th>
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<td>56.5</td>
<td>240.0</td>
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Cruise Unit Report
BOYER EAST SORTS ROW 7

Unit Sale Notice Volume (MBF): BOYER EAST SORTS ROW 7

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<tr>
<th>Sp</th>
<th>DBH</th>
<th>Rings/In</th>
<th>Age</th>
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<tr>
<td>RC</td>
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Unit Cruise Design: BOYER EAST SORTS ROW 7

<table>
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<tr>
<th>Design</th>
<th>Cruise Acres</th>
<th>FMA Acres</th>
<th>N Plots</th>
<th>N Cruise Plots</th>
<th>N Void Plots</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft</td>
<td>0.2</td>
<td>0.2</td>
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Unit Cruise Summary: BOYER EAST SORTS ROW 7

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<th>Cruised Trees</th>
<th>All Trees</th>
<th>Trees/Plot</th>
<th>Ring-Count Trees</th>
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Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS ROW 7

<table>
<thead>
<tr>
<th>Sp</th>
<th>BA (sq ft/acre)</th>
<th>BA CV (%)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR CV (%)</th>
<th>V-BAR SE (%)</th>
<th>Net Vol (bf/acre)</th>
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<th>Vol SE (%)</th>
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<tr>
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<tr>
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<td>0.0</td>
<td>128.5</td>
<td>22.7</td>
<td>7.6</td>
<td>46,265</td>
<td>22.7</td>
<td>7.6</td>
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Unit Summary: BOYER EAST SORTS ROW 7

<table>
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<tr>
<th>Sp</th>
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<th>N</th>
<th>D</th>
<th>DBH</th>
<th>BL</th>
<th>THT</th>
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<th>Defect %</th>
<th>TPA</th>
<th>BA</th>
<th>RD</th>
<th>MBF Net</th>
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<tbody>
<tr>
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<td>ALL</td>
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<td>77</td>
<td>46,265</td>
<td>46,265</td>
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Cruise Unit Report  
BOYER EAST SORTS ROW 8

Unit Sale Notice Volume (MBF): BOYER EAST SORTS ROW 8

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Unit Cruise Design: BOYER EAST SORTS ROW 8

<table>
<thead>
<tr>
<th>Design</th>
<th>Cruise Acres</th>
<th>FMA Acres</th>
<th>N Plots</th>
<th>N Cruise Plots</th>
<th>N Void Plots</th>
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</thead>
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<tr>
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Unit Cruise Summary: BOYER EAST SORTS ROW 8

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<th>Sp</th>
<th>Cruised Trees</th>
<th>All Trees</th>
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<th>Ring-Count Trees</th>
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<tr>
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Unit Cruise Statistics (Cut + Leave Trees): BOYER EAST SORTS ROW 8

<table>
<thead>
<tr>
<th>Sp</th>
<th>BA (sq ft/acre)</th>
<th>BA CV (%)</th>
<th>BA SE (%)</th>
<th>V-BAR (bf/sq ft)</th>
<th>V-BAR CV (%)</th>
<th>V-BAR SE (%)</th>
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Unit Summary: BOYER EAST SORTS ROW 8

<table>
<thead>
<tr>
<th>Sp</th>
<th>Status</th>
<th>Rx</th>
<th>N</th>
<th>D</th>
<th>DBH</th>
<th>BL</th>
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<th>BF Net</th>
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<tr>
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<td>31.1</td>
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<td>10.4</td>
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</tbody>
</table>
FMA Name: BOYER EAST SORTS UNIT 2
N Plots: 60
Plot Spacing: 239.8 ft

Grid Name: BOYER EAST SORTS UNIT 2 - 1
Acres Treated: 79.4
Main Azimuth: 37.8 deg
FMA Name: BOYER EAST SORTS UNIT 3
N Plots: 15
Plot Spacing: 240.3 ft
Grid Name: BOYER EAST SORTS UNIT 3 - 1
Acres Treated: 22.6
Main Azimuth: 40.4 deg
<table>
<thead>
<tr>
<th>FMA Name</th>
<th>BOYER EAST SORTS ROW 6</th>
<th>N Plots: 1</th>
<th>Plot Spacing: 102.7 ft</th>
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</thead>
<tbody>
<tr>
<td>Grid Name</td>
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<td>Acres Treated: 0.2</td>
<td>Main Azimuth: 28.9 deg</td>
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FMA Name: BOYER EAST SORTS ROW 7
N Plots: 1
Plot Spacing: 98.1 ft

Grid Name: BOYER EAST SORTS ROW 7 - 1
Acres Treated: 0.2
Main Azimuth: 41.9 deg
FMA Name: BOYER EAST SORTS ROW 8  
N Plots: 2  
Plot Spacing: 130 ft
Grid Name: BOYER EAST SORTS ROW 8 - 1  
Acres Treated: 1.6  
Main Azimuth: 32.4 deg
Forest Practices Application/Notification

Notice of Decision

FPA/N No: 3025467

Effective Date: 12/7/2021

Expiration Date: 12/7/2024

Shut Down Zone: 688

EARR Tax Credit: ☒ Eligible ☐ Non-eligible

Dept. of Natural Resources

Reference: "Q Boyer East Sorts" 4, 5-31-43

Decision

☐ Notification Accepted  Operations shall not begin before the effective date.

☒ Approved  This Forest Practices Application is subject to the conditions listed below.

☐ Disapproved  This Forest Practices Application is disapproved for the reasons listed below.

☐ Withdrawn  Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).

☐ Closed  All forest practices obligations are met.

FPA/N Classification

☐ Class II  ☒ Class III  ☐ Class IVG  ☐ Class IVS

Number of Years Granted on Multi-Year Request

☐ 4 years  ☐ 5 years

Conditions on Approval/Reasons for Disapproval

APPROVED WITH NO CONDITIONS

Issued By: Erica Christie-Jones

Title: Forest Practices Forester

Region: Northeast

Date: 12/7/2021

Copies to: ☒ Landowner, ☒ Timber Owner ☒ Operator

Issued in person: ☒ Landowner ☒ Timber Owner ☒ Operator

By: Anna [Signature] 12/7/21
Appeal Information
You have thirty (30) days to file (i.e., actually deliver) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See RCW 76.09.205. The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

<table>
<thead>
<tr>
<th>Pollution Control Hearings Board</th>
<th>Office of the Attorney General Natural Resources Division</th>
<th>Department Of Natural Resources Northeast Region</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address</td>
<td>Physical Address</td>
<td>Physical Address</td>
</tr>
<tr>
<td>1111 Israel Road, SW</td>
<td>1125 Washington Street, SE</td>
<td>225 S Silke Road</td>
</tr>
<tr>
<td>Tumwater, WA 98501</td>
<td>Olympia, WA 98504</td>
<td>Colville, WA 99114</td>
</tr>
<tr>
<td>Mailing address</td>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>Post Office Box 40903</td>
<td>Post Office Box 40100</td>
<td></td>
</tr>
<tr>
<td>Olympia, WA 98504-0903</td>
<td>Olympia, WA 98504-0100</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Transfer of Forest Practices Application/Notification (WAC 222-20-010)
Use the “Notice of Transfer of Approved Forest Practices Application/Notification” form. This form is available at region offices and on the Forest Practices website https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and. Notify DNR of new Operators within 48 hours.

Continuing Forestland Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)
Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

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

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

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

DNR Affidavit of Mailing
On this day , I placed in the United States mail at Colville, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA #3025467

(Printed Name) (Signature)
T32R43E

T31R43E

Legend
- Public Land Survey Townships
- PLS Sections
- Existing Road
- New Construction
- Reconstruction
- Pre Haul Maintenance
- State or County Road
- Yellow Tube Steel Gate
- Existing Bridge
- Boyer East Units
- Granted Trust Lands

Date: 10/22/2021
0-1 **ROAD PLAN SCOPE**
Clauses in this road plan apply to all road related work, including landings and rock source development, unless otherwise noted.

0-2 **REQUIRED ROADS**
The specified work on the following roads is required.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>E324321A</td>
<td>0+00 to 274+77</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>E324333A</td>
<td>0+00 to 172+63</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>E314304E</td>
<td>0+00 to 14+84</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>E314304A</td>
<td>0+00 to 1+81</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>E314304G</td>
<td>0+00 to 5+75</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>E314304H</td>
<td>0+00 to 13+93</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td>E314304L</td>
<td>0+00 to 25+33</td>
<td>Pre-Haul Maintenance</td>
</tr>
<tr>
<td></td>
<td>25+33 to 82+15</td>
<td>Construction</td>
</tr>
<tr>
<td>E314304O</td>
<td>0+00 to 35+39</td>
<td>Reconstruction</td>
</tr>
<tr>
<td>E314304P</td>
<td>0+00 to 1+13</td>
<td>Construction</td>
</tr>
</tbody>
</table>

0-4 **CONSTRUCTION**
This project includes, but is not limited to the following construction requirements:

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>E314304L</td>
<td>25+33 to 82+15</td>
<td>New construction, construct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List. Full bench construction is required at several</td>
</tr>
<tr>
<td>Location</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>30+13</td>
<td>Install 18” x 42’ culvert, armor inlet and outlet with 1/2 cy light loose rip rap for each. Spread and compact 10 cy 1-1/4” minus surface rock to road surface.</td>
<td></td>
</tr>
<tr>
<td>31+05 to 33+92</td>
<td>Cut slopes up to ¾:1 allowed</td>
<td></td>
</tr>
<tr>
<td>33+92 to 34+58</td>
<td>Exposed rock in road route, site visit is encouraged to assess rock excavation requirements</td>
<td></td>
</tr>
<tr>
<td>34+86</td>
<td>Install 24” x 64’ culvert in live water, armor inlet and outlet with 1/2 cy light loose rip rap for each. Spread and compact 10 cy 1-1/4” minus surface rock to road surface.</td>
<td></td>
</tr>
<tr>
<td>35+66 to 36+35</td>
<td>Cut slopes up to ¾:1 allowed</td>
<td></td>
</tr>
<tr>
<td>39+60</td>
<td>Exposed rock in road route, site visit is encouraged to assess rock excavation requirements</td>
<td></td>
</tr>
<tr>
<td>42+58</td>
<td>Exposed rock in road route, site visit is encouraged to assess rock excavation requirements</td>
<td></td>
</tr>
<tr>
<td>44+89</td>
<td>Install 18” x 46’ culvert, armor inlet and outlet with 1 cy light loose rip rap for each. Spread and compact 10 cy 1-1/4” minus surface rock to road surface.</td>
<td></td>
</tr>
<tr>
<td>47+49</td>
<td>Install 36” x 62’ culvert in live water, armor inlet and outlet with 1/2 cy light loose rip rap for each. Spread and compact 10 cy 1-1/4” minus surface rock to road surface.</td>
<td></td>
</tr>
<tr>
<td>53+83</td>
<td>Install 18” x 42’ culvert, armor inlet and outlet with 1/2 cy light loose rip rap for each. Spread and compact 10 cy 1-1/4” minus surface rock to road surface.</td>
<td></td>
</tr>
<tr>
<td>73+06</td>
<td>Install 18” x 70’ culvert, armor inlet and outlet with 1/2 cy light loose rip rap for each. Spread and compact 10 cy 1-1/4” minus surface rock to road surface.</td>
<td></td>
</tr>
<tr>
<td>Road</td>
<td>Stations</td>
<td>Requirements</td>
</tr>
<tr>
<td>--------------</td>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>E314304P</td>
<td>0+00 to 1+13</td>
<td>New construction, construct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List.</td>
</tr>
</tbody>
</table>

Construction includes, but is not limited to clearing & grubbing, pioneering & decking logs, subgrade construction and compaction, rolling dip, cross drain, and culvert installation, Fish passage structure installation, cut & fill, embankment construction, riprap and rock application. Construct to the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications, unless otherwise specified in design details.

0-5 **RECONSTRUCTION**
This project includes, but is not limited to the following reconstruction requirements:

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>E314304O</td>
<td>0+00 to 35+39</td>
<td>Reconstruction, reconstruct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List.</td>
</tr>
</tbody>
</table>

Reconstruction includes, but is not limited to clearing & grubbing, subgrade reconstruction, rolling dip, cross drain, and culvert installation, cut & fill, embankment construction, culvert and ditch cleaning, riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications.

0-6 **PRE-HAUL MAINTENANCE**
This project includes, but is not limited to the following pre-haul maintenance requirements:

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>E324321A</td>
<td>0+00 to 274+77</td>
<td>Pre-haul maintenance. Reshape road to provide drainage as needed</td>
</tr>
<tr>
<td>Mileage</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>21+56</td>
<td>Existing bridge, spread and compact 5 cy 5/8” minus surface rock on each approach</td>
<td></td>
</tr>
<tr>
<td>153+41</td>
<td>Intersection with existing E324333A on left</td>
<td></td>
</tr>
<tr>
<td>E324333A 0+00 to 172+63</td>
<td>Pre-haul maintenance. Reshape road to provide drainage as needed</td>
<td></td>
</tr>
<tr>
<td>39+87</td>
<td>Enter DNR managed land</td>
<td></td>
</tr>
<tr>
<td>59+97</td>
<td>Intersection with existing E314304E on left</td>
<td></td>
</tr>
<tr>
<td>101+07</td>
<td>Waste area on left. See Clause 4-36 DISPOSAL OF WASTE MATERIAL and Clause 4-37 WASTE AREA LOCATION</td>
<td></td>
</tr>
<tr>
<td>141+00</td>
<td>Intersection with new construction E314304P on the right</td>
<td></td>
</tr>
<tr>
<td>E314304E 0+00 to 14+84</td>
<td>Pre-haul maintenance. Reshape road to provide drainage as needed</td>
<td></td>
</tr>
<tr>
<td>E314304A 0+00 to 1+81</td>
<td>Pre-haul maintenance. Reshape road to provide drainage as needed</td>
<td></td>
</tr>
<tr>
<td>0+50</td>
<td>Existing tube steel gate. Close and lock gate each day once hauling is complete, see Clause 7-70 GATE CLOSURE</td>
<td></td>
</tr>
<tr>
<td>1+81</td>
<td>End pre-haul maintenance and intersection with existing E314304G on left</td>
<td></td>
</tr>
<tr>
<td>E314304G 0+00 to 5+75</td>
<td>Pre-haul maintenance. Reshape road to provide drainage as needed</td>
<td></td>
</tr>
<tr>
<td>E314304H 0+00 to 13+93</td>
<td>Pre-haul maintenance. Reshape road to provide drainage as needed</td>
<td></td>
</tr>
<tr>
<td>E314304L 0+00 to 25+33</td>
<td>Pre-haul maintenance. Reshape road to provide drainage as needed</td>
<td></td>
</tr>
<tr>
<td>18+35</td>
<td>Waste area on left. See Clause 4-36 DISPOSAL OF WASTE MATERIAL and Clause 4-37 WASTE AREA LOCATION</td>
<td></td>
</tr>
<tr>
<td>25+33</td>
<td>End pre-haul maintenance and begin new construction</td>
<td></td>
</tr>
</tbody>
</table>

Maintenance includes, but is not limited to brushing, clearing, grubbing, subgrade reshaping, rolling dip, cross drain, and culvert installation, cleaning culverts and ditches, grading, and riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications.

**0-7 POST-HAUL MAINTENANCE**

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE9-5.
SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES
If the Purchaser desires a change from this road plan including, but not limited to relocation, extension, change in design, or adding roads; a revised road plan shall be submitted, in writing, to the Contract Administrator for consideration. The State must approve the submitted plans before road work begins.

1-2 UNFORESEEN CONDITIONS
Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to unforeseen conditions, or Purchaser's choice of construction season or techniques will be at the Purchaser's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

1-3 ROAD DIMENSIONS
Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan, unless controlled by construction stakes or design data (plan, profile, and cross-sections).

1-4 ROAD TOLERANCES
Purchaser shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

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

1-6 ORDER OF PRECEDENCE
Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:
1. Addenda.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.
4. Typical Section Sheet.
5. Standard Lists.
7. Road Plan maps.

In case of any ambiguity or dispute over interpreting the road plan, the Contract Administrator’s or designee’s decision will be final.
1-7 TEMPORARY ROAD CLOSURE
Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction may not close any road for more than 21 consecutive calendar days.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS
Purchaser shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer’s recommendation, and may not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING
Any cut ends, or damaged galvanized or aluminized coating on existing or new bridge components, culverts, downspouts, and flumes must be cleaned and treated with a minimum of two coats of zinc rich paint or cold galvanizing compound.

1-15 ROAD MARKING
Purchaser shall perform road work in accordance with the state’s marked location. All road work is marked as follows:
- Centerline marked with orange ribbon for new construction.
- Road stationing marked on orange ribbon and/or pink tags.

1-18 REFERENCE POINT DAMAGE
Purchaser shall reset reference points (RPs) that were moved or damaged at any time during construction to their original locations. Excavation and embankment may not proceed on road segments controlled by said RPs until Purchaser resets all moved or damaged RPs.

1-21 HAUL APPROVAL
Purchaser shall not use roads under this road plan for timber hauling, rock hauling, other than timber cut on the right-of-way, without written approval from the Contract Administrator.

1-23 ROAD WORK PHASE APPROVAL
Purchaser shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:
- Subgrade construction
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction
1-25 ACTIVITY TIMING RESTRICTION
Construction restrictions apply to this contract. All construction, reconstruction and transportation of heavy equipment and/or trucks is prohibited between the following dates, except as may be authorized in writing by the Contract Administrator.

November 15 to May 31

1-26 OPERATING DURING CLOSURE PERIOD
If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTIONS, the Contractor shall provide a maintenance plan to include further protection of state resources. The Contract Administrator must approve the maintenance plan, in writing, before operation in the closure period. The Contractor shall be required to maintain all haul roads including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER.

1-29 SEDIMENT RESTRICTION
Purchaser shall not allow silt-bearing runoff to enter any streams.

1-30 CLOSURE TO PREVENT DAMAGE
In accordance with Contract Clause G-220 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 4 inches on jaw run roads.
- Wheel track rutting exceeds 3 inches on crushed rock roads.
- Wheel track rutting exceeds 6 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- In the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 BRIDGE OR ASPHALT SURFACE RESTRICTION
The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.
If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated for any damage caused by transporting equipment. The Contract Administrator will immediate inform the Region Engineer, or their designee. Any damage to the surface(s) will be repaired, at the Purchaser’s expense, as directed by the Contract Administrator.

1-33  **SNOW PLOWING RESTRICTION**
Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contract Administrator upon request.

1-40  **ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS**
Purchaser shall immediately remove any mud, dirt, rock, or other material tracked or spilled on to county roads and state highways.

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

**SECTION 2 – MAINTENANCE**

2-1  **GENERAL ROAD MAINTENANCE**
Purchaser shall maintain all roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this contract. Maintenance is required even during periods of inactivity.

2-2  **ROAD MAINTENANCE – PURCHASER MAINTENANCE**
Purchaser shall perform maintenance on roads listed in Contract Clause C-050 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-4  **PASSAGE OF LIGHT VEHICLES**
Purchaser shall maintain road(s) in a condition that will allow the passage of light Administrative vehicles.

2-5  **MAINTENANCE GRADING – EXISTING ROAD**
Purchaser shall use a grader to shape the existing surface before commencement of haul and upon completion of the sale. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.
2-6 **CLEANING CULVERTS**  
Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before beginning hauling activities or rock application.

2-7 **CLEANING DITCHES, HEADWALLS, AND CATCH BASINS**  
Purchaser shall clean ditches, headwalls, and catch basins. Work shall be completed before commencement of haul and upon completion of the sale and shall be subject to the written approval of the Contract Administrator. Work shall be done in accordance with the Culvert and Drainage Detail. Pulling ditch material across crushed rock road surfaces or mixing in with the road surface is not allowed.

2-8 **MAINTAINING EROSION CONTROL STRUCTURES**  
Purchaser shall clean and maintain all erosion control structures. Work must be completed before hauling begins and must be done in accordance with the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL. Excavated material must be scattered outside the grubbing limits.

**SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

3-1 **BRUSHING**  
Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Contractor shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

3-5 **CLEARING**  
Purchaser shall fall all vegetative material larger than 3 inches DBH or over 6 feet high between the marked right-of-way boundaries and within waste and debris areas. If not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-7 **RIGHT-OF-WAY DECKING**  
Purchaser shall deck all right-of-way timber. Decks must be parallel to the road centerline and placed within the cleared right-of-way. Decks must be free of dirt, limbs, and other right-of-way debris, and removable by standard log loading equipment from the roadbed.

3-8 **PROHIBITED DECKING AREAS**  
Purchaser shall not deck right-of-way timber in the following areas:
- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 35%.
- Against standing trees.

3-10 **GRUBBING**
Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Stumps over 22 inches diameter shall be split. Stumps over 40 inches shall be quartered. Grubbing shall be completed before starting excavation and embankment.

3-12 **STUMP PLACEMENT**
Purchaser shall place grubbed stumps outside of the grubbing limits or as directed by the Contract Administrator and in compliance with all other clauses in this road plan.

3-14 **STUMPS WITHIN DESIGNATED WASTE AREAS**
Purchaser is not required to remove stumps within waste areas if they are cut flush with the ground.

3-20 **ORGANIC DEBRIS DEFINITION**
Organic debris is defined as all vegetative material not eligible for removal by Contract Clauses G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the grubbing limits as shown on the TYPICAL SECTION SHEET.

3-21 **DISPOSAL COMPLETION**
Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, except by burning, before the application of rock or timber haul.

3-22 **DESIGNATED WASTE AREA FOR ORGANIC DEBRIS**
Waste areas for organic debris shall be located within the cleared right-of-way or in natural openings, or in areas approved in writing by the Contract Administrator.
3-23 PROHIBITED DISPOSAL AREAS
Purchaser shall not place organic debris in the following areas:
- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, wetland, or within the riparian management zone.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 35%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED
Purchaser shall not bury organic debris unless otherwise stated in this plan.

3-25 SCATTERING ORGANIC DEBRIS
On all new construction, Purchaser shall scatter organic debris outside of the clearing limits of the road or as directed by the Contract Administrator.

3-30 EXCLUSION OF DOZER BLADES
Purchaser shall not use dozer blades for the piling of organic debris.

3-31 PILING
Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 10 feet. Piles must be free of rock and soil. Debris piles shall be placed within the cleared right-of-way, or in natural openings, as designated by the Contract Administrator. Placement of debris piles outside of the right-of-way limits is subject to the written approval of the Contract Administrator. No piling within the Riparian Management Zone (RMZ).

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION
Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized, in writing, by the Contract Administrator.
4-2 PIONEERING
Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:
- Drainage shall be provided on all uncompleted construction.
- Road pioneering operations shall not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings shall be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS
Purchaser shall follow these standards for road grade and alignment except as designed:
- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 16 percent favorable and 10 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS
A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees. Purchaser shall follow these standards for switchbacks:
- Maximum adverse grades for switchbacks is 10%
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO
Purchaser shall construct excavation slopes no steeper than shown on the following table, unless construction staked or designed:

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Excavation Slope Ratio</th>
<th>Excavation Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Earth (on side slopes up to 55%)</td>
<td>1:1</td>
<td>100</td>
</tr>
<tr>
<td>Common Earth (56% to 70% side slopes)</td>
<td>¾:1</td>
<td>133</td>
</tr>
<tr>
<td>Common Earth (on slopes over 70%)</td>
<td>½:1</td>
<td>200</td>
</tr>
<tr>
<td>Fractured or loose rock</td>
<td>½:1</td>
<td>200</td>
</tr>
<tr>
<td>Hardpan or solid rock</td>
<td>¼:1</td>
<td>400</td>
</tr>
</tbody>
</table>
4-6 **EMBANKMENT SLOPE RATIO**
Purchaser shall construct embankment slopes no steeper than shown on the following table, unless construction staked or designed:

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Embankment Slope Ratio</th>
<th>Embankment Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandy Soils</td>
<td>2:1</td>
<td>50</td>
</tr>
<tr>
<td>Common Earth and Rounded Gravel</td>
<td>1½:1</td>
<td>67</td>
</tr>
<tr>
<td>Angular Rock</td>
<td>1¼:1</td>
<td>80</td>
</tr>
</tbody>
</table>

4-7 **SHAPING CUT AND FILL SLOPE**
Purchaser shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8 **CURVE WIDENING**
The minimum widening placed on the inside of curves is:
- 7 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-9 **EMBANKMENT WIDENING**
The minimum embankment widening is:
- 2 feet for embankment heights at centerline of 1 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

4-10 **WIDEN THE EXISTING SUBGRADE**
On the following road(s), Purchaser shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Purchaser shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches. Pulling excavation material across the road or mixing in with the existing road surface is not allowed.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>E3143040</td>
<td>0+00 to 35+39</td>
</tr>
</tbody>
</table>
4-12  **FULL BENCH CONSTRUCTION**
Where side slopes exceed 45%, Purchaser shall use full bench construction for the entire subgrade width except as construction staked or designed. If designated, Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

<table>
<thead>
<tr>
<th>Road</th>
<th>Full Bench Location</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>E314304L</td>
<td>31+05 to 33+92, 35+66 to 36+35, 37+91 to 43+46, 46+47 to 48+42, 51+94 to 52+49, 54+88 to 55+37, 65+13 to 65+69, 67+92 to 68+69, 70+70 to 71+17, 74+00 to 76+13, and 78+39 to 79+01</td>
<td>Sidecast up to 55% slopes, end haul is required from station 33+01 to 33+48</td>
</tr>
</tbody>
</table>

4-21  **TURNOUTS**
Purchaser shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22  **TURNAROUNDS**
Turnarounds shall be no larger than 30 feet long and 30 feet wide. Locations shall be subject to approval by the Contract Administrator.

4-25  **DITCH CONSTRUCTION AND RECONSTRUCTION**
Purchaser shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-28  **DITCH DRAINAGE**
Ditches must drain to cross-drain culverts or ditchouts.

4-29  **DITCHOUTS**
Purchaser shall construct ditchouts as identified and as needed and as directed by the Contract Administrator. Ditchouts shall be constructed in a manner that diverts ditch water onto the forest floor and shall have excavation backslopes no steeper than a 1:1 ratio.

4-35  **WASTE MATERIAL DEFINITION**
Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.
4-36 DISPOSAL OF WASTE MATERIAL
Purchaser may sidecast waste material on side slopes up to 55% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified.

4-37 WASTE AREA LOCATION
Purchaser shall deposit waste material in the listed designated areas or areas approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator or as listed.

<table>
<thead>
<tr>
<th>Road</th>
<th>Waste Area Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>E314304L</td>
<td>18+35</td>
</tr>
<tr>
<td>E324333A</td>
<td>101+07</td>
</tr>
<tr>
<td>E314304O</td>
<td>14+84</td>
</tr>
</tbody>
</table>

4-38 PROHIBITED WASTE DISPOSAL AREAS
Purchaser shall not deposit waste material in the following areas:
- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 35%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

4-45 SELECT BORROW
Select borrow consists of granular material, either naturally occurring or processed, and contains no more than 5% clay, organic debris, or trash by volume. Select borrow material must be free of rocks greater than 6 inches in any dimension.

4-46 COMMON BORROW
Common borrow consists of soil, and/or aggregate that is non-plastic and contains no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines in the sample cannot be rolled, between the hand and a smooth surface, into a thread at any moisture content. Common borrow material must be free of rocks greater than 6 inches in any dimension.

4-47 BORROW MATERIAL
Borrow material may not contain more than 5% clay, organic debris, or trash by volume. Borrow material must be free of rocks greater than 6 inches in any dimension.
4-48  **NATIVE MATERIAL**
Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 6 inches in any dimension.

4-55  **ROAD SHAPING**
Purchaser shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free. Purchaser shall accomplish all shaping using a motor grader with a minimum of 175 horsepower.

4-56  **DRY WEATHER SHAPING**
The Contract Administrator may require the application of water to facilitate shaping activities. The method of water application is subject to written approval by the Contract Administrator.

4-60  **FILL COMPACTION**
Purchaser shall compact all embankment and waste material. Minimum acceptable compaction is achieved by placing embankments in 1 foot or shallower lifts, and routing excavation equipment over the entire width of each lift.

Except as otherwise specified in this plan, a vibratory plate compactor or tamper shall be used for areas specifically requiring keyed embankment construction, and for embankment segments too narrow to accommodate equipment. Compaction with a plate compactor shall be made by a minimum of three full coverages; each lift shall not exceed 6 inches in depth.

4-61  **SUBGRADE COMPACTION**
Purchaser shall compact constructed or reconstructed subgrades deeper than 3 feet at the road shoulder by routing equipment over the entire width. Contractor shall obtain written approval from the Contract Administrator for subgrade compaction before Rock application.

4-62  **DRY WEATHER COMPACTION**
The Contract Administrator may require the application of water to facilitate compaction activities. The method of water application is subject to written approval by the Contract Administrator.

4-63  **EXISTING SURFACE COMPACTION**
Purchaser shall compact maintained road surfaces by routing equipment over the entire width.
SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS
Purchaser shall remove berms from road shoulders to permit the escape of runoff. The construction of ditchouts will be required where ponding will result from the effects of sidecast debris.

5-5 CULVERTS
Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT & DRAINAGE LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts shall be new steel, aluminum, or polyethylene meeting the material specifications in Clauses 10-15 through 10-23. Culvert placement shall precede embankment construction.

5-12 UNUSED MATERIALS STATE PROPERTY
On required roads, any materials listed on the CULVERT & DRAINAGE LIST that are not installed will become the property of the state. Contractor shall stockpile materials at Northeast Region Headquarters in Colville.

5-13 CONTINGENCY CULVERTS
The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator.

<table>
<thead>
<tr>
<th>Road</th>
<th>Size</th>
</tr>
</thead>
</table>
| On any portion of road used for timber or rock haul. | 18” x 68’ culvert
|                                    | 18” culvert band      |

5-15 CULVERT INSTALLATION
Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association’s "Installation Manual for Corrugated Steel Drainage Structures" the Corrugated Polyethylene Pipe Association’s “Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings”. Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer’s recommendations.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION
Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 30 inches in diameter and over before backfilling.
5-17 CROSS DRAIN SKEW AND SLOPE
Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

5-18 CULVERT DEPTH OF COVER
All culverts shall be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer’s design, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

5-20 ENERGY DISSIPATERS
Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. The type of energy dissipater and the amount of material shall be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-21 DOWNSPOUTS AND FLUMES
Downspouts and flumes longer than 5 feet shall be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts, and fastened securely to the posts with No. 10 galvanized smooth wire or 1/2-inch bolts in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS
Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long unless specified otherwise on the CULVERT AND DRAINAGE LIST.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS
Purchaser shall construct headwalls accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except for temporary culverts. Headwalls shall also be constructed at all culverts identified on the CULVERT AND DRAINAGE LIST that specifies the placement of rock. Rock shall be placed by zero drop height methods. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameters above the top of the culvert.

5-27 ARMORING FOR CULVERTS
Purchaser shall place LIGHT LOOSE RIP RAP in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL or as directed by the Contract Administrator. Rock may not
restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. LIGHT LOOSE RIP RAP must meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-30 DRIVABLE WATERBAR CONSTRUCTION
Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL and as specified on the CULVERT AND DRAINAGE LIST or as marked in the field. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

5-31 ROLLING DIP CONSTRUCTION
Purchaser shall construct Rolling dips in accordance with the ROLLING DIP DETAIL and as specified on the CULVERT & DRAINAGE LIST or marked in the field. Rolling dips must be installed concurrently with construction of the subgrade and shall be maintained in an operable condition. Minimum frequency of rolling dips shall be at a maximum spacing of 400 feet horizontal or one for every 10 feet of vertical change or as directed by the Contractor Administrator.

5-33 NATIVE SURFACE ROADS
If overwintered, native surface roads must be water barred by November 15. Purchaser shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND
Rock used in accordance with the quantities on the ROCKLIST may be obtained from the following source(s) on state land at no charge to the Contractor. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using, or desire to use the rock source(s), a joint operating plan shall be developed. All parties shall follow this plan. The Contractor shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the listed locations.

<table>
<thead>
<tr>
<th>Source</th>
<th>Location</th>
<th>Rock Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Rock</td>
<td>Along any road listed in the road plan that is within DNR managed land.</td>
<td>Potential Pit Run &amp; surface rock, possibly ripable.</td>
</tr>
</tbody>
</table>
6-5 **ROCK FROM COMMERCIAL SOURCE**
Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources will be subject to written approval by the Contract Administrator before their use.

6-12 **ROCK SOURCE SPECIFICATIONS**
Rock sources must be in accordance with the following specifications, unless otherwise specified in the ROCK SOURCE DEVELOPMENT <AND RECLAMATION> PLAN:

- Pit walls may not be undermined or over steepled. The maximum slope of the walls must be consistent with recognized engineering standards for the type of material being excavated in accordance with the following table:

<table>
<thead>
<tr>
<th>Material</th>
<th>Maximum Slope Ratio (Horiz. : Vert.)</th>
<th>Maximum Slope Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand</td>
<td>2:1</td>
<td>50</td>
</tr>
<tr>
<td>Gravel</td>
<td>1.5:1</td>
<td>67</td>
</tr>
<tr>
<td>Common Earth</td>
<td>1:1</td>
<td>100</td>
</tr>
<tr>
<td>Fractured Rock</td>
<td>0.5:1</td>
<td>200</td>
</tr>
<tr>
<td>Solid Rock</td>
<td>0:1</td>
<td>vertical</td>
</tr>
</tbody>
</table>

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- All vehicle access to the top of the pit faces must be blocked.

6-14 **DRILL AND SHOOT**
Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale shall not exceed 5% of the total volume mined in that source.
- Oversize material is defined as rock fragments larger than three feet in any dimension.
- Oversized rock that exceeds the maximum allowable amount shall be reduced and stockpiled.
- Contractor shall notify the Contract Administrator a minimum of 3 working days before blasting operations.
- Contractor shall submit an informational drilling and shooting plan to the Contract Administrator 3 working days before any drilling.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads and trails before blasting operations.

6-25 **FINES**

<table>
<thead>
<tr>
<th>Test Sieve</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. #40</td>
<td>100%</td>
</tr>
<tr>
<td>U.S. #200</td>
<td>0%</td>
</tr>
</tbody>
</table>

The portion of aggregate retained on the No. 200 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

6-26 **5/8-INCH MINUS CRUSHED ROCK**

<table>
<thead>
<tr>
<th>Test Sieve</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8” square</td>
<td>100%</td>
</tr>
<tr>
<td>3/8” square</td>
<td>55 - 75%</td>
</tr>
<tr>
<td>U.S. #4</td>
<td>40 - 60%</td>
</tr>
</tbody>
</table>

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

6-28 **1 ¼-INCH MINUS CRUSHED ROCK**

<table>
<thead>
<tr>
<th>Test Sieve</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ¼” square</td>
<td>100%</td>
</tr>
<tr>
<td>5/8” square</td>
<td>50 - 80%</td>
</tr>
<tr>
<td>U.S. #4</td>
<td>30 - 50%</td>
</tr>
<tr>
<td>U.S. #40</td>
<td>3 - 18%</td>
</tr>
<tr>
<td>U.S. #200</td>
<td>5%</td>
</tr>
</tbody>
</table>

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

6-38 **4-INCH IN-PLACE ROCK**

4-inch in-place rock must have a minimum of 90 percent of the top 4 inches of the running surface pass a 4-inch square opening.

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 40 percent of rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension.
6-50  LIGHT LOOSE RIP RAP
Light loose rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather. Light loose rip rap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<table>
<thead>
<tr>
<th>At Least/Not More Than</th>
<th>Weight Range</th>
<th>Size Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>20% / 90%</td>
<td>300 lbs. to 1 ton</td>
<td>20” - 36”</td>
</tr>
<tr>
<td>80% / --</td>
<td>50 lbs. to ½ ton</td>
<td>12” - 30”</td>
</tr>
<tr>
<td>10% / 20%</td>
<td>50 lbs. max</td>
<td>3” - 8”</td>
</tr>
</tbody>
</table>

6-55  ROCK APPLICATION MEASURED BY COMPACTED DEPTH
Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are compacted yards. Contractor shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements, and are not subject to reduction.

6-70  APPROVAL BEFORE ROCK APPLICATION
Purchaser shall obtain written approval from the Contract Administrator before rock application.

6-71  ROCK APPLICATION
Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted by routing equipment over the entire width.

6-73  ROCK FOR WIDENED PORTIONS
Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

6-80  WATERING FOR DUST ABATEMENT
Purchaser shall use water for dust abatement as directed by the Contract Administrator.
SECTION 7 – STRUCTURES

7-70 GATE CLOSURE
On the following road(s), Purchaser shall keep gates closed and locked except during periods of haul. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed at termination of use.

<table>
<thead>
<tr>
<th>Road</th>
<th>Station</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>E314304A</td>
<td>0+50</td>
<td>Close and lock gate each day when hauling activities are complete</td>
</tr>
</tbody>
</table>

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES
Sediment control shall be accomplished using sediment traps, silt fences, settling ponds, slash windrows, or other methods as approved in writing by the Contract Administrator.

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND
Culvert material removed from roads becomes the property of the Purchaser and must be removed from state land.

9-5 POST-HAUL MAINTENANCE
Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS and as specified below.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Additional Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>E324321A</td>
<td>0+00 to 274+77</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E324333A</td>
<td>0+00 to 172+63</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E314304E</td>
<td>0+00 to 14+84</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E314304A</td>
<td>0+00 to 1+81</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E314304G</td>
<td>0+00 to 5+75</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E314304H</td>
<td>0+00 to 13+93</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E314304L</td>
<td>0+00 to 82+15</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E314304O</td>
<td>0+00 to 35+39</td>
<td>Post Haul Grade</td>
</tr>
<tr>
<td>E314304P</td>
<td>0+00 to 1+13</td>
<td>Post Haul Grade</td>
</tr>
</tbody>
</table>

9-10 LANDING DRAINAGE
Purchaser shall provide for drainage of the landing surface as approved, in writing, by the Contract Administrator.
LANDING EMBANKMENT
Purchaser shall slope landing embankments to the original construction specifications.

SECTION 10 MATERIALS

CORRUGATED STEEL CULVERT
Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be galvanized (zinc coated meeting AASHTO M-218) or aluminized aluminum type 2 coated meeting AASHTO M-274.

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

CORRUGATED STEEL STRUCTURAL PLATE
Structural plate culverts must be galvanized steel meeting AASHTO M-167 (ASTM A-761) specifications.

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

METAL BAND
Metal coupling and end bands must meet the AASHTO specification designated for the culvert and must have matching corrugations. Culverts 24 inches and smaller must have bands with a minimum width of 12 inches. Culverts over 24 inches must have bands with a minimum width of 24 inches.

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

RUBBER CULVERT GASKETS
Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.
10-24 GAUGE AND CORRUGATION

Unless otherwise stated in the engineer’s design, metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Gauge</th>
<th>Corrugation</th>
</tr>
</thead>
<tbody>
<tr>
<td>18&quot;</td>
<td>16 (0.064&quot;)</td>
<td>2 2/3&quot; X 1/2&quot;</td>
</tr>
<tr>
<td>24&quot; to 48&quot;</td>
<td>14 (0.079&quot;)</td>
<td>2 2/3&quot; X 1/2&quot;</td>
</tr>
<tr>
<td>54&quot; to 96&quot;</td>
<td>12 (0.109&quot;)</td>
<td>3&quot; X 1&quot;</td>
</tr>
</tbody>
</table>
FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

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

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

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

Preventative Maintenance
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.
**FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS**

**Termination of Use or End of Season**
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

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

![Diagram showing debris removal and maintenance specifications](image)
<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>START STATION</th>
<th>END STATION</th>
<th>CONSTRUCTION CLASS</th>
<th>CONSTRUCTION CLASS</th>
<th>FULL BENCH</th>
<th>ROAD WIDTH (R)</th>
<th>SUBGRADE WIDTH (S)</th>
<th>INSLOPE &quot;/10&quot;</th>
<th>OUTSLOPE &quot;/10&quot;</th>
<th>CROWN AT CL</th>
<th>DITCH WIDTH (W)</th>
<th>DITCH DEPTH (D)</th>
<th>DITCH 2 SIDES</th>
<th>GRUBBING CUT BANK (G1)</th>
<th>GRUBBING FILL TOE (G2)</th>
<th>ROAD CUT CLEARING (B1)</th>
<th>ROAD FILL CLEARING (B2)</th>
<th>R/W CUT CLEARING (C1)</th>
<th>R/W FILL CLEARING (C2)</th>
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<td>274+77</td>
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*Optional Page One of One DRAWN BY: RK
### CULVERT & DRAINAGE LIST

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<tr>
<th>Read Name</th>
<th>Station</th>
<th>CULVERT</th>
<th>LENGTH</th>
<th>RIPRAPP</th>
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</table>

Two additional 18"x34' CMP culverts to be installed at location to be determined by the Contract Administrator

Additional Rolling Dips shall be installed at the discretion of the Contract Administrator

### STRUCTURE NOTES

1. Install Headwall - See Detail D1
2. Install Catchbasin - See Detail D1
3. Armor Catchbasin - See Detail D1
4. Armor Ditch
5. Heavy Loose Riprap
6. Light Loose Riprap
7. Step Bevel Pipe Ends
8. Remove Existing Pipe
9. See Rolling Dip Detail D5 directed in section 9-5 Post Haul Maint.
10. See Pipe Installation Detail D1
11. Install Energy dissipater - See D1
12. Install Ditchout
1. ROCK DEPTHS ARE DEFINED AS COMPACTED DEPTHS.
2. LOOSE YARD QUANTITIES ARE DEPENDANT ON SOURCE.
3. ROCK SLOPES SHALL BE 1.5(H) : 1(V).
4. ALL ROCK SOURCES ARE SUBJECT TO APPROVAL BY THE CONTRACT ADMINISTRATOR.
5. THE ROCK QUANTITIES SHOWN ASSUME AN EXPANSION FACTOR OF 25%.

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>START STATION</th>
<th>END STATION</th>
<th>SUBGRADE WIDTH (ft)</th>
<th>BALLAST SOURCE</th>
<th>BALLAST WIDTH (ft)</th>
<th>BALLAST DEPTH (in)</th>
<th>BALLAST QUANTITY (cu.yd./sta)</th>
<th>SURFACE SOURCE</th>
<th>SURFACE WIDTH (ft)</th>
<th>SURFACE DEPTH (in)</th>
<th>SURFACE QUANTITY (cu.yd./sta)</th>
<th>FABRIC WIDTH (ft)</th>
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</tr>
</tbody>
</table>

Additional surface rock for spot patching and additional culverts 220 cy C placed as directed by the Contract Administrator

Additional rip rap rock for additional culverts 1 cy D placed as directed by the Contract Administrator

B: Commercial 5/8 in minus source per contractor
C: Commercial 1-1/4 in minus source per contractor
D: Commercial or diggable onsite source for light loose rip rap per contractor
cy = cubic yards
CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1

HEADWALLS
Headwall to be constructed of material that will resist erosion

FLUME
Use where ground conditions are uniform, providing for stability of flume.

DOWNSPOUT
Use where ground conditions are irregular.

CULVERT BACKFILL & BASE PREPARATION
(For Culverts Less Than 36")

<table>
<thead>
<tr>
<th>Minimum Cover</th>
<th>Minimum Bed Depth</th>
<th>Min. Trench Width</th>
<th>Nominal Diameter</th>
</tr>
</thead>
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<tr>
<td></td>
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</tr>
<tr>
<td>A</td>
<td>3</td>
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<td>D</td>
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<td>12&quot;</td>
<td>6&quot;</td>
<td>54&quot;</td>
<td>36&quot;</td>
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</tbody>
</table>

TURNER ELBOW

DISSIPATOR SPEC'S
Size in Culvert Diameters
Area 2 x 2
Depth 1
Aggregate 1/3

BEDDING MATERIAL
Use granular material - 3” minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.

GROUND LINE

ROAD SURFACE

UNDISTURBED SOIL

SUBGRADE
BRUSHING DETAIL - D2

TYPICAL BRUSHING LIMITS SECTION

BRUSHING LIMITS

Trim all limbs, vegetation, and down logs that fall within brushing limits.

All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem.

Any trees less than 6" in diameter shall be cleared within the transition zones.

Trim all stumps and vegetation within 4' of edge of road and in ditch to at least 6" below the elevation of the edge of road.

CURVE BRUSHING PLAN

Brushing limits as shown on typical section

extra 4' brushing limits on inside of curve.

50' taper

TURNOUT BRUSHING PLAN

1. All vegetation within the brushing limits shall be cut to within 8" of the ground, unless otherwise directed by the contract administrator.
2. All brush, trees, limbs, etc. shall be removed from the road surface and ditchline.
3. All debris that may roll or migrate into the ditchline shall be removed.
STANDARD 30° ROLLING DIP - D5

Note: Plan of dip shown is for an outsloped rolling dip. Dips may be either insloped or outsloped. When insloped, dips shall discharge into a culvert, drop inlet, overside drain, or drainage ditch. When outsloped, they shall discharge into an overside drain or on to natural ground. Minimum skew is 30°, and the maximum skew is 45°.

The minimum cross grade from "B" to "E" is 1% greater than the original road grade.

<table>
<thead>
<tr>
<th>TABLE OF ROLLING DIP DIMENSIONS</th>
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<tbody>
<tr>
<td>Width</td>
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<tr>
<td>Dimension</td>
</tr>
<tr>
<td>Road Grade</td>
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<tr>
<td>6% and under</td>
</tr>
<tr>
<td>8%</td>
</tr>
<tr>
<td>10%</td>
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</tbody>
</table>

warp road to produce either standard outslope or inslope at this point

衮

CL of road

Downgrade

10' vertical curve

original ground line

15' 

J

H

C

10' vertical curve

original ground line

15'

D

E

F

add overside drain where required

Intersection with design grade line

bottom of dip

Water Course

Break with design grade line

PLAN OF ROLLING DIP

ROAD PROFILE ALONG A-B-C OF ROLLING DIP

ROAD PROFILE ALONG D-E-F OF ROLLING DIP

Drawn by: GP
1. Waterbar construction for forest roads Specifications are average and may be adjusted to conditions.
2. Waterbar shall keyed into the bank.
3. The waterbar shall be outsloped for proper drainage.
4. Rock outlet if fill slope is present.

Revised: 05/21/2012
EARTHEN BARRICADE DETAIL-D8

PLAN VIEW

NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stones shall be placed in front of and in the earthen barricade.

NOTE: 1/2 of stumps or rip rap shall be partially buried in the earthen barricade and/or road surface.
Index: 25
Trav.Cmnt: GPS 1745
Grd. Nxt.: 11
Grd. Lst: 11
L-Ssr: -30
Cut Dp: -5.6
Rd. Wd. L: 15.0
Rd. Wd. R: 11.0
CL Elev: 160.9
Cul DIA: 24in
Cul Length: 64.0
F Slope R: 3486.4

Index: 26
Trav.Cmnt: GPS 1746
Grd. Nxt.: 6
Grd. Lst: 6
L-Ssr: 50
Cut Dp: 6.4
Rd. Wd. L: 11.0
Rd. Wd. R: 7.0
CL Elev: 165.9
Cul DIA: 24in
Cul Length: 64.0
F Slope R: 3534.0

Index: 27
Trav.Cmnt: GPS 1747
Grd. Nxt.: 6
Grd. Lst: 6
L-Ssr: 60
Cut Dp: 10.0
Rd. Wd. L: 11.0
Rd. Wd. R: 7.0
CL Elev: 167.9
Cul DIA: 24in
Cul Length: 64.0
F Slope R: 3565.8

Index: 28
Trav.Cmnt: GPS 1748
Grd. Nxt.: 2
Grd. Lst: 6
L-Ssr: 60
Cut Dp: 5.6
Rd. Wd. L: 11.0
Rd. Wd. R: 7.0
CL Elev: 169.4
Cul DIA: 24in
Cul Length: 64.0
F Slope R: 3634.6

BEGIN FULL BENCH
BEGIN 3/4:1 CUTSLOPE
ALLOWANCE

END FULL BENCH
END 3/4:1 CUTSLOPE
ALLOWANCE

END 3/4:1 CUTSLOPE
BEGIN 3/4:1 CUTSLOPE
ALLOWANCE

BEGIN FULL BENCH
END 3/4:1 CUTSLOPE
ALLOWANCE
51+94 TO 52+49
FULL BENCH
CONSTRUCTION
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FULL BENCH CONSTRUCTION
67+92 TO 68+69
Index: 85
Trav.Cmnt: GPS 1805
Grd.Nxt.: -7
Grd.Lst: -7
L-Ssr: -35
L-Ssr: 30
Cut Dp: 6.6
Rd. Wd. L: 7.0
Rd. Wd. R: 7.0
CL Elev: 162.3
Cul DIA: 45
Cul Length: 88
F Slope R: 100

Index: 86
Trav.Cmnt: GPS 1806
Grd.Nxt.: -6
Grd.Lst: -6
L-Ssr: -35
L-Ssr: 35
Cut Dp: 6.1
Rd. Wd. L: 7.0
Rd. Wd. R: 7.0
CL Elev: 160.0
Cul DIA: 45
Cul Length: 90
F Slope R: 100

Index: 87
Trav.Cmnt: GPS 1807
Grd.Nxt.: -2
Grd.Lst: -6
L-Ssr: -45
L-Ssr: 45
Cut Dp: 3.1
Rd. Wd. L: 7.0
Rd. Wd. R: 7.0
CL Elev: 157.8
Cul DIA: 35
Cul Length: 92
F Slope R: 100

Index: 88
Trav.Cmnt: GPS 1808
Grd.Nxt.: -2
Grd.Lst: -2
L-Ssr: -40
L-Ssr: 45
Cut Dp: 3.8
Rd. Wd. L: 7.0
Rd. Wd. R: 7.0
CL Elev: 156.8
Cul DIA: 30
Cul Length: 95
F Slope R: 100
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BEGIN FULL BENCH CONSTRUCTION

[Graphs showing construction details and measurements]
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L-Ssr: 30  
Cut Dp: 3.2  
Rd. Wd. L: 11.0  
Rd. Wd. R: 7.0  
CL Elev: 117.3  
Cul DIA: 18in  
Cul Length: 42.0  
F Slope R: 100  
7894.4

Index: 102  
L-Ssr: 33  
Cut Dp: 7.2  
Rd. Wd. L: 11.0  
Rd. Wd. R: 7.0  
CL Elev: 111.0  
Cul DIA: 33  
Cul Length: 32  
F Slope R: 100  
7850.7

Index: 103  
L-Ssr: 33  
Cut Dp: 6.3  
Rd. Wd. L: 11.0  
Rd. Wd. R: 7.0  
CL Elev: 104.6  
Cul DIA: 18in  
Cul Length: 42.0  
F Slope R: 100  
7804.5

Index: 104  
L-Ssr: 53  
Cut Dp: 5.9  
Rd. Wd. L: 11.0  
Rd. Wd. R: 7.0  
CL Elev: 97.0  
Cul DIA: 33  
Cul Length: 32  
F Slope R: 100  
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110 FULL BENCH  
78+39 TO 79+01  
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## BOYER EAST SUMMARY - Road Development Costs

**REGION:** Northeast  
**CONTRACT #:** 30-102002  
**ENGINEER:** Travis Parry  
**DISTRICT:** Arcadia  
**DATE:** 10/22/2021

### ROAD NUMBERS:

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### ROAD STANDARD:

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### NUMBER OF STATIONS:

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### CLEARING & GRUBBING:

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**additional rock, culverts, tax**

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**TOTAL (All Roads) =**  
**SALE VOLUME mbf =**  
**TOTAL $/MBF =**

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**Sale Name: BOYER EAST SUMMARY - Road Development Costs**