WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

TIMBER NOTICE OF SALE

***SALE NAME**: Q COUSINS SORTS PART 2* ***AGREEMENT NO**: 30-104068 - 30-104074*

AUCTION: May 23, 2023 starting at 10:00 a.m. **COUNTY: Stevens**
Northeast Region Office, Colville, WA

SALE LOCATION: Sale located approximately 12 miles west of Colville, WA.

PRODUCTS SOLD AND SALE AREA: All timber except for leave trees banded with blue paint or bounded by yellow leave tree area tags in Unit 2, 5 and 6 bounded by white timber sale boundary tags and all right of way timber bounded by orange right of way boundary tags meeting the specifications described below; on parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., containing 172 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estimated Volume		Tons Per MBF	Minimum Bid Delivered Prices		Total Appraised Value	Bid Deposit
				Mbf	Tons		$/mbf	$/Ton		
104068	01	DF/WL 7-10" dib	N/A	783	4698	6		$80.00	$375,840.00	$37,584.00
104069	02	DF/WL 11"+ dib	N/A	553	2765	5		$100.00	$276,500.00	$27,650.00
104070	03	GF/AF/ES/LP non-chuckable DF/WL 7-10" dib	N/A	270	1674	6.2		$67.00	$112,158.00	$11,215.80
104071	04	GF/AF/ES/LP non-chuckable DF/WL 11"+ dib	N/A	291	1543	5.3		$80.00	$123,440.00	$12,336.00
104072	05	WRC 5"+ dib	N/A	516	2270	4.4		$159.00	$360,930.00	$36,093.00
104073	06	DF/WL/GF/AF/ES/LP 5-6" dib	N/A	575	3681	6.4		$52.00	$191,412.00	$19,136.00
104074	07	all conifer species except WRC 2"+ dib utility	N/A	161	1449	9		$30.00	$43,470.00	$5,000.00
Totals:				**3149**	**18080**				**$1,483,618.00**	

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, 2024 **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 = $32.00 per Ton for sorts 01, 02, 03, 04, 05 and 06 and $13.00 per Ton for sort 07.

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 sort 07 and $26.00 per MBF for sorts 01, 02, 03, 04, 05 and 06.

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.

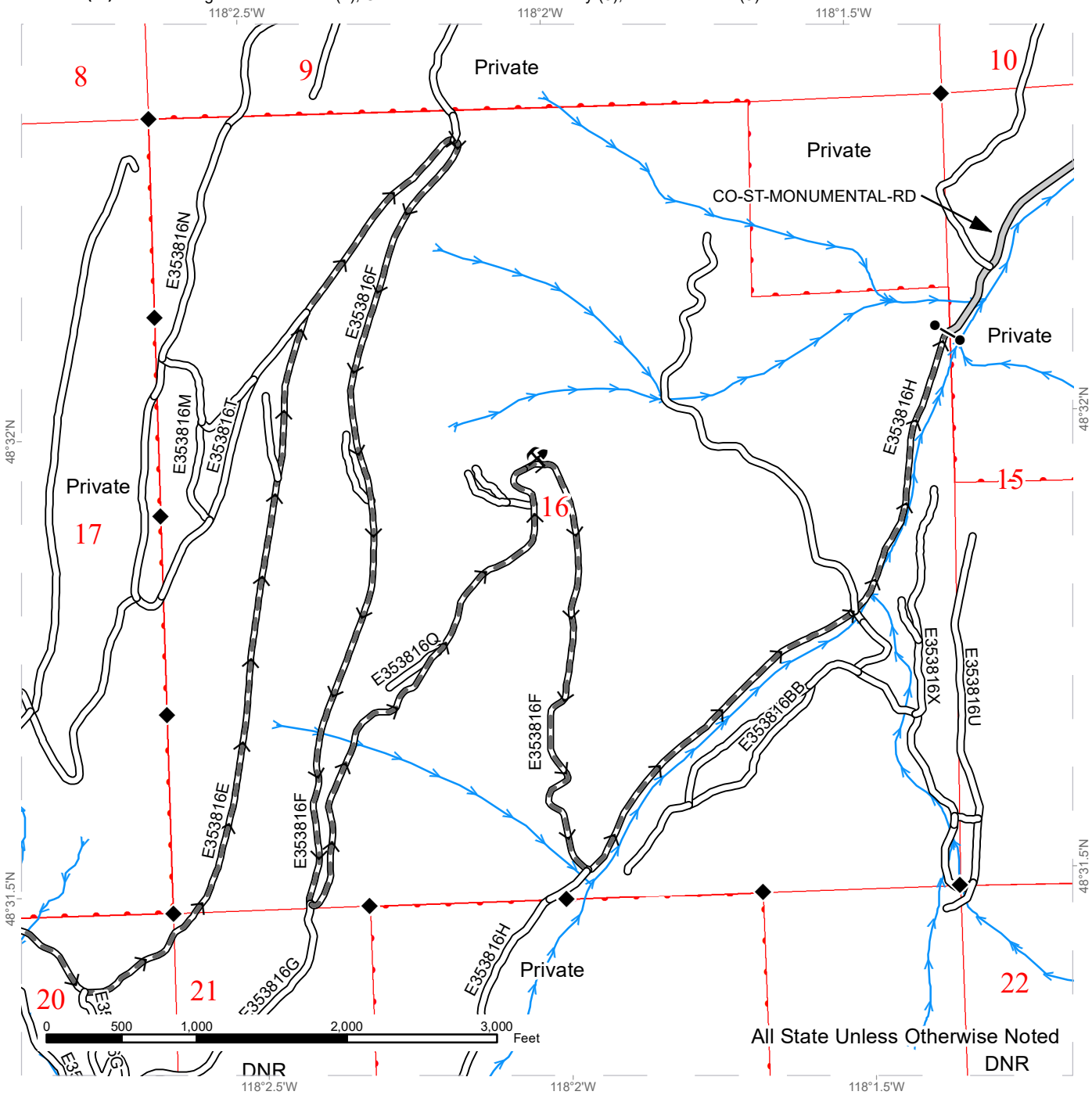
Sort 7 Utility volume is estimated and was not cruised. Locked gate restricts access to the sale area. Contact the Northeast Region Office at (509) 684-7474 for access.

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 Berny Beardslee at the Northeast Region Office at (509)675-5119 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

SALE NAME: Q COUSINS SORTS PART 2
AGREEMENT #: 30-104032
TOWNSHIP(S): T35R38E
TRUST(S): Agricultural School (4), Common School and Indemnity (3), Normal School (8)

REGION: Northeast Region
COUNTY(S): Stevens
ELEVATION RGE: 3800-5160



- Public Land Survey Townships
- DNR Managed Lands
- County Road
- Haul Route
- Existing Roads
- Required Pre-Haul Maintenance
- Streams
- Survey Monument
- Gate
- Rock Pit

N

Prepared By: mlou490

Note: Entire sale Variable Retention Harvest

Modification Date: ljen490 2/13/2023

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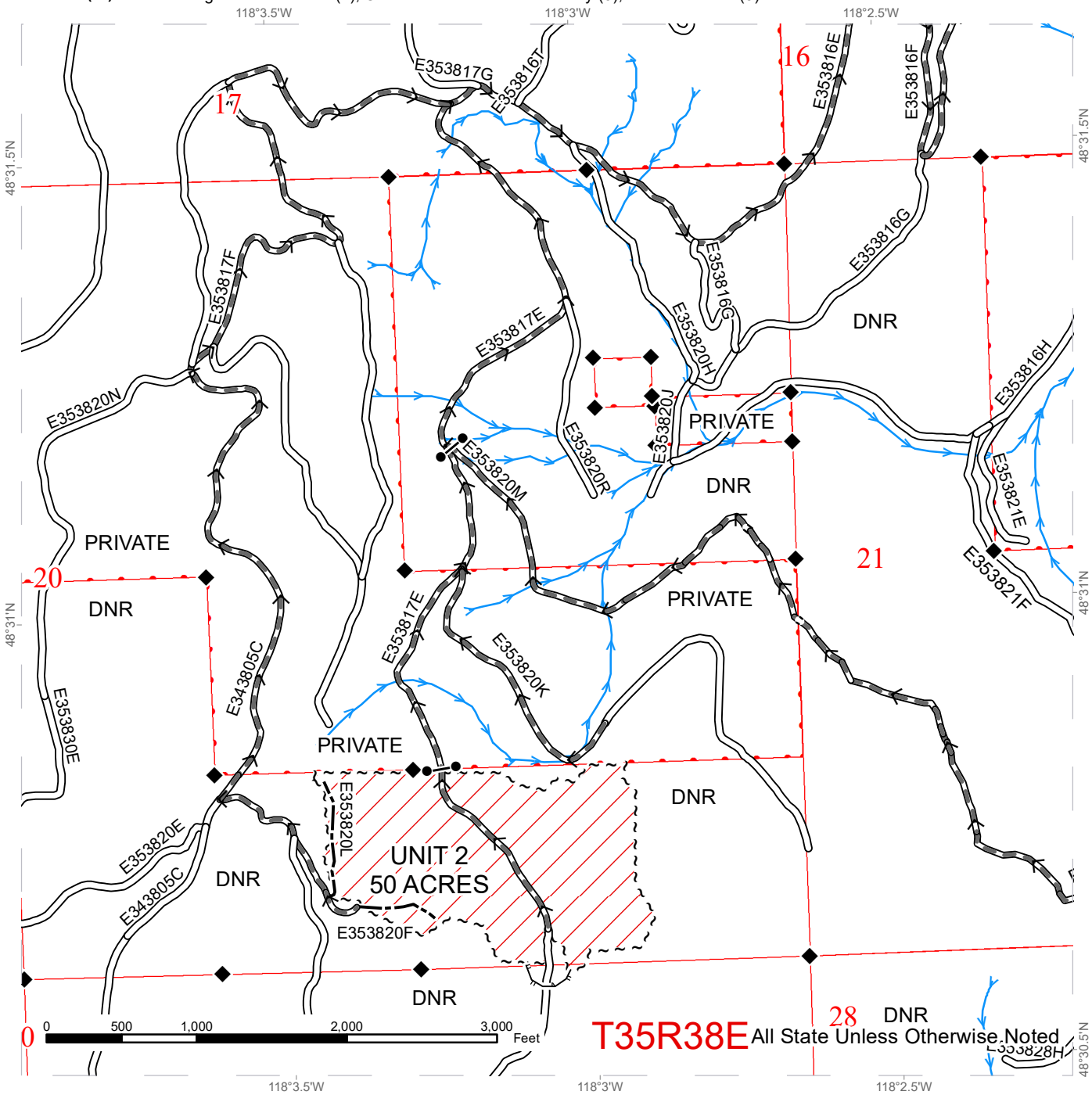

Public Land Survey Townships	Sale Boundary Tags	Streams
DNR Managed Lands	Haul Route	Survey Monument
Ground Harvest	Existing Roads	Gate
	Required Pre-Haul Maintenance	
	Required Construction	
	Optional Construction	
	Designated Skid Trail	

N

Prepared By: mlou490

Note: Entire sale Variable Retention Harvest

Modification Date: ljen490 2/13/2023

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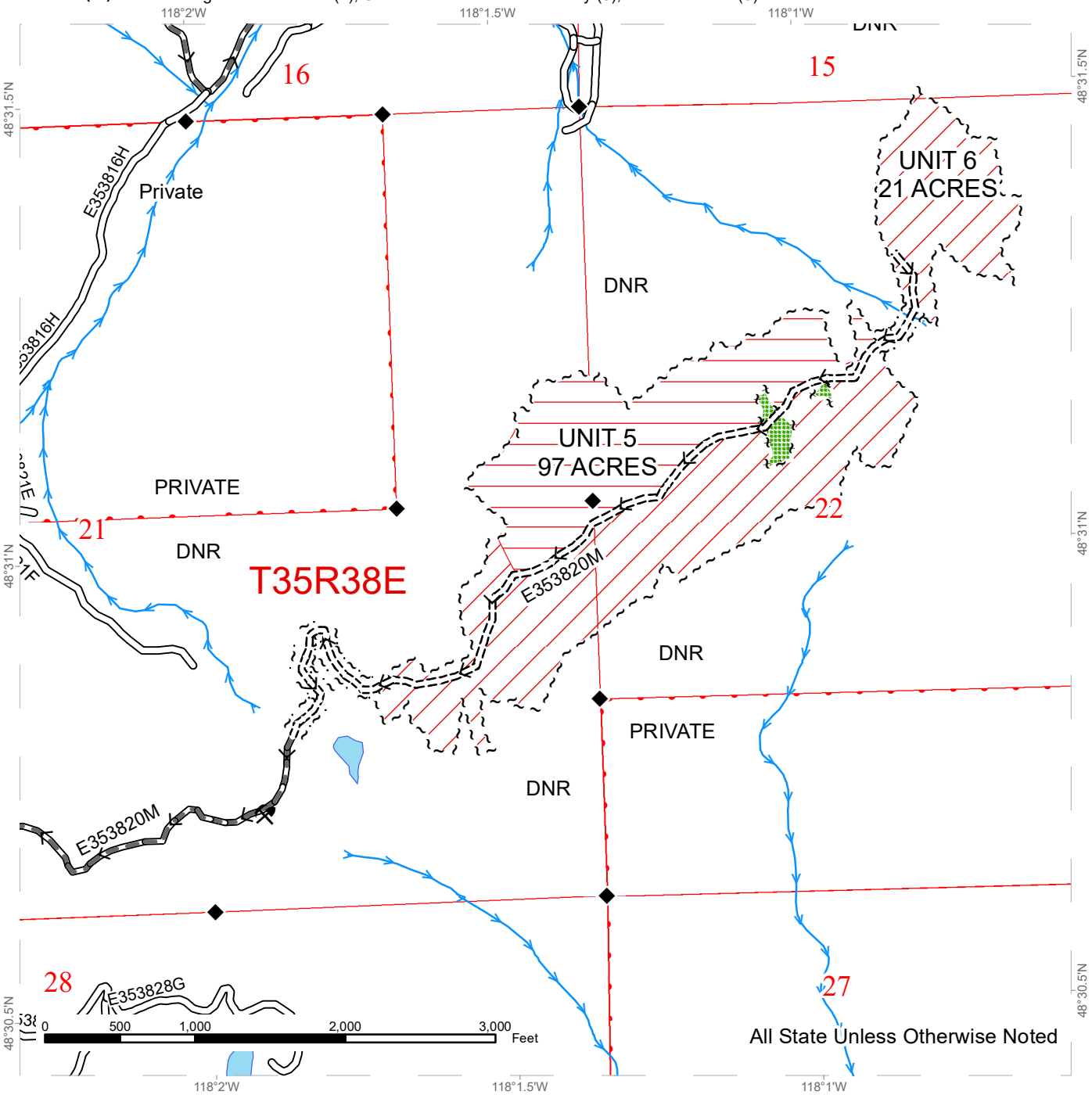

Public Land Survey Townships
DNR Managed Lands
Ground Harvest
Cable Harvest
Leave Tree Area
Sale Boundary Tags
Leave Tree Tags
Right of Way Tags = 4 Acres
Haul Route
Existing Roads
Required Pre-Haul Maintenance
Required Construction
Streams
Survey Monument
Rock Pit
N

Prepared By: mlou490

Note: Entire sale Variable Retention Harvest

Modification Date: ljen490 2/13/2023

DRIVING MAP

SALE NAME: Q COUSINS SORTS PART 2
AGREEMENT#: 30-104032
TOWNSHIP(S): T35R38E
TRUST(S): Agricultural School (4), Common School and Indemnity (3), Normal School (8)

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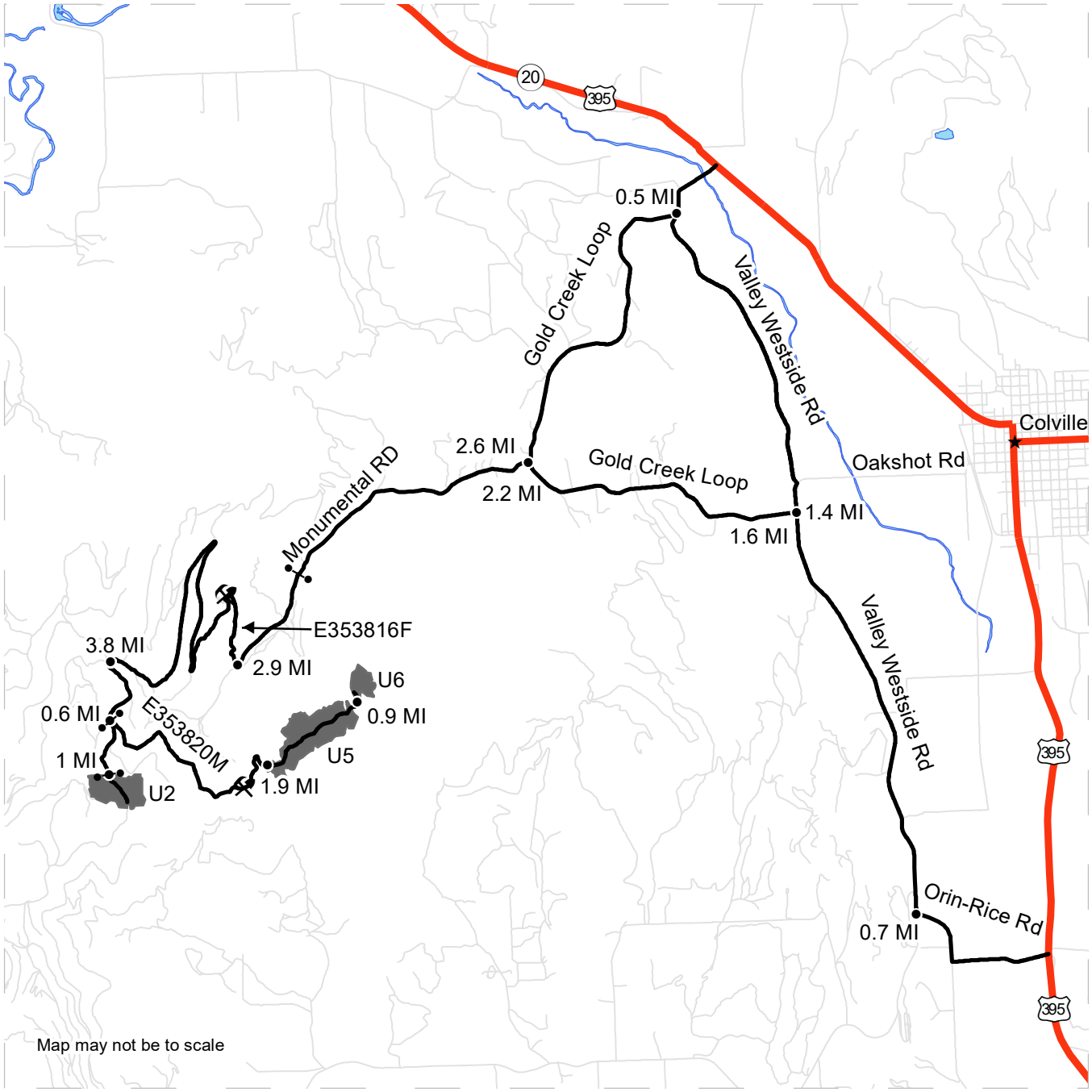

- Timber Sale Unit
- Highway
- Haul Route
- Other Route
- Town
- Distance Indicator
- Gate
- Rock Pit

DRIVING DIRECTIONS:

From the town of Colville travel west on Oakshot Rd. 1.4 miles then turn right onto Gold creek loop Rd. go 2.2 miles to Monumental Rd. turn left go 2.9 Miles to signed junction.

If sorts are delivered south of Colville travel 3.2 miles south of Colville to Orin Rice Rd. Turn right, then travel 0.7 miles to Valley West Side Rd. Turn right and travel 1.6 miles to Gold Creek Loop Rd. Turn Left go 2.2 miles to Monumental Rd. Follow Monumental mainline Rd. for 7.5 miles to road number E353820M which leads to Units 5 and 6. From the E353820M junction continue up main line 0.7 miles to Unit 2.

If sorts are delivered west of Colville, from the town of Colville travel 2.5 miles to Valley Westside Rd. turn left go 0.5 miles to Gold Creek Loop Rd. Go 2.6 miles to Monumental road and follow Monumental mainline road again as described be for.

Main line will have signage along the way.

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Prepared By: mlou490

Modification Date: ljen490 2/14/2023

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0104068

SALE NAME: Q COUSINS PART 2 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 23, 2023 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 COUSINS SORTS PART 2 Timber Sale described as parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., in Stevens County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
104068	1	DF/WL 7-10" dib	

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

G-024.2 Manufacturing Standards

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

Agreement No.	Sort #	Scaling Rule
104068	01	ES

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:

Schedule	Title
A	SORT SPECIFICATIONS

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, 2024.

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at 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:

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

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

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

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

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

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

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

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

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

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

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

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

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

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

P-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:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

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.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
_____ Purchaser _____ Print Name	_____ Pat Ryan Acting Northeast Region Manager
Date: _____ Address:	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, Engelmann spruce, and sub-alpine fir 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, Engelmann spruce, and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

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

Sort #6: Douglas-fir, western larch, lodgepole pine, grand fir, Engelmann spruce and sub-alpine fir 5 inches to 6 inches in diameter inside the bark.

Sort #7: 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. 30-0104069

SALE NAME: Q COUSINS PART 2 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 23, 2023 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 COUSINS SORTS PART 2 Timber Sale described as parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., in Stevens County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
104069	2	DF/WL 11"+ dib	

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

G-024.2 Manufacturing Standards

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

Agreement No.	Sort #	Scaling Rule
104069	02	ES

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:

Schedule	Title
A	SORT SPECIFICATIONS

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, 2024.

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at 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:

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

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

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

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

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

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

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

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

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

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

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

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

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

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

P-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:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

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.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
_____ Purchaser _____ Print Name	_____ Pat Ryan Acting Northeast Region Manager
Date: _____ Address:	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, Engelmann spruce, and sub-alpine fir 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, Engelmann spruce, and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

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

Sort #6: Douglas-fir, western larch, lodgepole pine, grand fir, Engelmann spruce and sub-alpine fir 5 inches to 6 inches in diameter inside the bark.

Sort #7: 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. 30-0104070

SALE NAME: Q COUSINS PART 2 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 23, 2023 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 COUSINS SORTS PART 2 Timber Sale described as parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., in Stevens County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
104070	3	GF/AF/ES/LP non-chuckable DF/WL 7-10" dib	

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

G-024.2 Manufacturing Standards

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

Agreement No.	Sort #	Scaling Rule
104070	03	ES

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:

Schedule	Title
A	SORT SPECIFICATIONS

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, 2024.

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at 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:

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

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

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

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

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

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

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

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

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

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

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

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

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

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

P-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:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

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.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
_____ Purchaser	_____ Pat Ryan Acting Northeast Region Manager
_____ Print Name	
Date: _____ Address:	Date: _____

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

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before 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, Engelmann spruce, and sub-alpine fir 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, Engelmann spruce, and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

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

Sort #6: Douglas-fir, western larch, lodgepole pine, grand fir, Engelmann spruce and sub-alpine fir 5 inches to 6 inches in diameter inside the bark.

Sort #7: 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. 30-0104071

SALE NAME: Q COUSINS PART 2 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 23, 2023 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 COUSINS SORTS PART 2 Timber Sale described as parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., in Stevens County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
104071	4	GF/AF/ES/LP non-chuckable DF/WL 11"+ dib	

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

G-024.2 Manufacturing Standards

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

Agreement No.	Sort #	Scaling Rule
104071	04	ES

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:

Schedule	Title
A	SORT SPECIFICATIONS

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, 2024.

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at 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:

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

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

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

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

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

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

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

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

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

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

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

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

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

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

P-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:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

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.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
_____ Purchaser _____ Print Name	_____ Pat Ryan Acting Northeast Region Manager
Date: _____ Address:	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, Engelmann spruce, and sub-alpine fir 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, Engelmann spruce, and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

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

Sort #6: Douglas-fir, western larch, lodgepole pine, grand fir, Engelmann spruce and sub-alpine fir 5 inches to 6 inches in diameter inside the bark.

Sort #7: 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. 30-0104072

SALE NAME: Q COUSINS PART 2 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 23, 2023 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 COUSINS SORTS PART 2 Timber Sale described as parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., in Stevens County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
104072	5	WRC 5"+ dib	

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

G-024.2 Manufacturing Standards

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

Agreement No.	Sort #	Scaling Rule
104072	05	ES

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:

Schedule	Title
A	SORT SPECIFICATIONS

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, 2024.

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at 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:

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

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

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

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

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

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

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

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

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

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

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

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

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

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

P-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:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

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.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
_____ Purchaser _____ Print Name	_____ Pat Ryan Acting Northeast Region Manager
Date: _____ Address:	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, Engelmann spruce, and sub-alpine fir 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, Engelmann spruce, and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

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

Sort #6: Douglas-fir, western larch, lodgepole pine, grand fir, Engelmann spruce and sub-alpine fir 5 inches to 6 inches in diameter inside the bark.

Sort #7: 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. 30-0104073

SALE NAME: Q COUSINS PART 2 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 23, 2023 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 COUSINS SORTS PART 2 Timber Sale described as parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., in Stevens County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
104073	6	DF/WL/GF/AF/ES/LP 5-6" dib	

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

G-024.2 Manufacturing Standards

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

Agreement No.	Sort #	Scaling Rule
104073	06	ES

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:

Schedule	Title
A	SORT SPECIFICATIONS

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, 2024.

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at 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:

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

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

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

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

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

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

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

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

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

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

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

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

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

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

P-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:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

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.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
_____ Purchaser _____ Print Name	_____ Pat Ryan Acting Northeast Region Manager
Date: _____ Address:	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, Engelmann spruce, and sub-alpine fir 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, Engelmann spruce, and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

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

Sort #6: Douglas-fir, western larch, lodgepole pine, grand fir, Engelmann spruce and sub-alpine fir 5 inches to 6 inches in diameter inside the bark.

Sort #7: 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. 30-0104074

SALE NAME: Q COUSINS PART 2 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 23, 2023 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 COUSINS SORTS PART 2 Timber Sale described as parts of Sections 15, 20, 21, 22, and 29 all in Township 35 North, Range 38 East W.M., in Stevens County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
104074	7	all conifer species except WRC 2"+ dib utility	

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

G-024.2 Manufacturing Standards

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

Agreement No.	Sort #	Scaling Rule
104074	07	ES

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:

Schedule	Title
A	SORTS SPECIFICATIONS

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, 2024.

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at 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:

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

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

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

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

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

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

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

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

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

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

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

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

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

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

P-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:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

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.

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
_____ Purchaser _____ Print Name	_____ Pat Ryan Acting Northeast Region Manager
Date: _____ Address:	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
SORTS 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, Engelmann spruce, and sub-alpine fir 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, Engelmann spruce, and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

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

Sort #6: Douglas-fir, western larch, lodgepole pine, grand fir, Engelmann spruce and sub-alpine fir 5 inches to 6 inches in diameter inside the bark.

Sort #7: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

PRE-CRUISE NARRATIVE

Sale Name: Cousins	Region: **Northeast**
Agreement #: 30-064324	District: North Columbia
Contact Forester:Berny Beardslee Phone / Location: (509) 684-7474, Colville	County(s): Stevens, Choose a county
Alternate Contact:Tony Flanagan Phone / Location: (509) 684-7474, Colville	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	88%
Harvest System: Uphill Cable Click here to enter text. Enter % of sale acres	12%
Harvest System: Other(Specify) Tether logging	Alterative to cable

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec, 19,20,30 Twn. 35, Rng. 38E	03, 08	70.52	NA	NA	2.0	NA	68.52	GPS (Garmin)GPS
2	Sec.20, Twn.35, Rng. 38E	03	51.57	NA	NA	1.3	NA	50.27	GPS (Garmin)
3	Sec.21, Twn.35, Rng.38	03	68.39	NA	1.4	NA	Unstable area .9	66.09	GPS (Garmin)
4	Sec.21, Twn.35, Rng. 38	03	95.75	NA	NA	NA	NA	95.75	GPS (Garmin)
5	Sec.22, Twn.35, Rng.38	03	98.71	NA	1.8	NA	NA	98.71	GPS (Garmin)
6	Sec.22, Twn.35, Rng. 38	03	20.46	NA	NA	NA	NA	20.46	GPS (Garmin)
7	Sec.21,Twn.35	03	5.8 Ac	NA	NA	NA	Private	6.6	GPS

Revised 03/15/2010 (FRCD)

R/W	Rng.38		on state				R/W=.7 Ac		(Garmin)
TOTAL ACRES			411.2		3.2	3.3	.9	406.4	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1,2,4,6	Cut all timber not marked with blue paint		6-7 leave trees per acre.
3,5	Cut all timber not marked with blue paint. Leave tree areas are marked with yellow tags and pink ribbon		6-7 leave trees per acre.
State ROW	State ROW tags exterior to the Units.		
PVT ROW	Blue ribbon is on the outer edge of the R/W clearing Limits.		

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF/WL-12 MBF per Ac	All Units access from Dominion County Road.	
2	DF/SAP-14 MBF per Ac		
3	DF/RC-16 MBF per Ac.	Just above the 3 mile marker turn left on PVT gate has state master lock to access Units 3,4,5,6	
4	RC/GF-20 MBF per Ac.		
5	DF/RC -16 MBF per Ac		
6	DF/WL-15 MBF per Ac		
TOTAL MBF	6.418 MBF		

REMARKS:

Just above the 3 mile marker turn left. PVT gate has state master lock to access Units 3,4,5,6

Prepared By:Berny Beardslee Date: 9/25/19	NRS1	CC:

Cruise Narrative

Sale Name: Cousins Sorts part 2	**Region:** Northeast
Agreement Number: 30-104032	**District:** North Columbia
Lead Cruiser: Dylan Worlock	**Completion Date:** 12/10/2019
Other Cruisers on sale: Dave Richards, Phil Kirner, Matt Llobet, Dan Clark	**Legal:** Sections 15, 20, 21, 22, & 29 T 35 N, R 38 E WM.

Unit Acreage Specifications:

Unit #	**Gross Acres**	**Net Acres**	**Total Deletions**	Existing Roads	Leave Tree Acres	Power Line	Other
2	51.6	50.3	1.3	1.3			
5	98.7	96.9	1.8	1.8	0.0		0.0
6	20.5	20.5	0.0				
ROW	3.8	3.8					
Total	174.6	171.5	3.1	3.1	0.0	0.0	0.0

Cruise Sample Design:

This timber sale was cruised using **variable plot** sampling, utilizing a cruise plot – count plot method. The ROW was cruised using **fixed radius** plots. Each plot was a full plot. Plot locations were created using a computer generated grid, and located using a hand held GPS unit.

Unit #	Sample Type (VP, FP, ITS, 100%))	Expansion Factor (BAF OR RADIUS)	Sighting height	Grid size (plot spacing in feet)	Plot Ratio Cruise:Count	% Cruise to count Actual	Total number of Plots
1	VP	20	D4H	270’ x 270’	1:2 (33%)	38%	33
5	VP	40	D4H	270’ x 270’	1:2 (33%)	33%	58
6	VP	40	D4H	220’ x 220’	1:1 (50%)	62%	15
ROW	FP	1/10th acre	D4H	250’	N/A	N/A	10
Total							116

Cruise Specifications:

Minor species cruise intensity:	We grade the first tree of all minor species encountered; then cruise as appropriate.
Minimum top dib:	**Ponderosa pine and western red cedar:** Trees less than 17.5" DBH have a minimum top of 5.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16'or a 6" top whichever is greater. **All other species:** Trees less than 17.5" DBH have a minimum top of 4.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16'or a 6" top whichever is greater.
Minimum dbh:	Ponderosa pine and western red cedar: 8.0 inches DBH All other species: 7.0 inches DBH
Log lengths:	Saw logs: 32 feet where possible, minimum of 12 feet
Take / Leave tree description:	Harvest all green conifers that meet the minimum cruise specifications and are not banded with blue paint. Leave tree areas are marked with yellow tags and pink ribbon. State ROW tags and orange ribbon mark the State-owned ROW boundaries; blue ribbon marks the private ROW boundaries.
Commercial species observed in sale area, but not in cruise:	
Utility wood:	N/A
Status codes used:	P – Pole
Sort codes used	D – saw log
Species table used:	NE
Grade table used:	NEGRADE
Other tables used (cruise adjustment):	

Field Observations:

Location:	Western-central Stevens County, 6 miles west of Colville, Washington. Access via Monumental Road
Aspect:	Primarily northern aspect with west, east, south
Elevation:	3800' to 5120'
Slope:	Unit 2 – 0% to 60%, Average 32% Unit 5 – 0% to 53%, Average 23% Unit 6 – 0% to 56%, Average 29%
Harvest Methods:	100% ground-based
Stand Composition:	The stands are second growth western larch, Douglas-fir, western red cedar, grand fir, and subalpine fir. Small amounts of lodgepole, Engelmann spruce, and ponderosa pine can be found throughout areas of the sale. There are larger residual trees including legacy trees within the sale area. Average DBH within the sale is 11.2", with an average merchantable bole length of 50'.
Stand Health:	Defect in the stand includes damage from root rot, spike knots, mistletoe, competition mortality, etc. There is blowdown throughout the sale. There are isolated pockets of root rot.
Timber Quality:	The timber is a mix of domestic quality western larch (32%), Douglas-fir (26%), western red cedar (16%), and grand fir (13%). There is a minor component of sub-alpine fir (4%), lodgepole pine (3%), Engelmann spruce (2%), and ponderosa pine (<1%).
Non-board Foot Volume:	Utility volume is present in the sale but not included in the cruise.
Remarks:	An estimated 25 mbf of the volume consists of pole quality western red cedar. This exists in unit 5. There is also an estimated 76 mbf of pole quality western larch within the units, primarily in units 2 and 5. There is a significant amount of standing and downed dead timber that could be utilized as firewood. The firewood component is not included in any volume reports.

Trust and Counties:

Entire sale is within Stevens County and within Trust 03.

Prepared by: Dylan Worlock

Title: NRS-2

CC: Timber Sales Document Center & File #30-104032

TC PSPCSTGR

Species, Sort Grade - Board Foot Volumes (Project)

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE

Acres 171.50

Page 1
Date 1/4/2022
Time 2:42:37PM

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent of Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
WL		D	2	10	.7	597	593	102			100				100		32	13	205	1.23	2.9
WL		D	3	56	4.3	3,237	3,098	531		100				4	96		32	8	85	0.56	36.3
WL		D	4	34	.3	1,841	1,836	315	61	39			19	23	58	0	25	5	34	0.28	54.0
WL	**Totals**			32	2.6	5,676	5,527	948	20	69	11		6	10	84	0	28	7	59	0.44	93.2
WL	P	D	3	84		374	374	64		100				15	85		30	9	97	0.67	3.9
WL	P	D	4	16		69	69	12	92	8			8	92			22	5	29	0.27	2.4
WL	**Totals**			3		443	443	76	14	86			1	27	72		27	7	71	0.54	6.2
GF		D	2	52	1.1	1,201	1,188	204			60	40			100		32	14	306	1.63	3.9
GF		D	3	34	.8	787	781	134		100			2	3	95		31	8	97	0.62	8.0
GF		D	4	14	7.4	339	314	54	49	51			6	45	49		26	6	37	0.33	8.5
GF	**Totals**			13	1.9	2,327	2,283	391	7	41	31	21	2	7	91		29	8	112	0.72	20.4
DF		D	2	38	1.7	1,747	1,718	295			76	24	3		97		30	14	269	1.62	6.4
DF		D	3	40	2.7	1,880	1,829	314		100				15	85		31	9	102	0.73	17.9
DF		D	4	22	13.7	1,110	958	164	47	53			19	18	63		26	5	31	0.29	31.4
DF	**Totals**			26	4.9	4,738	4,505	773	10	52	29	9	5	10	85		28	7	81	0.61	55.7
RC		D	3	19	3.0	577	560	96		73	27			4	59	37	34	8	88	0.73	6.4
RC		D	4	81		2,300	2,300	394		100			11	55	27	8	25	6	35	0.32	65.6
RC	**Totals**			16	.6	2,876	2,859	490		95	5		9	45	33	13	26	6	40	0.37	71.9
RC	P	D	3	100		144	144	25		100						100	40	6	69	0.68	2.1
RC	**Totals**			1		144	144	25		100						100	40	6	69	0.68	2.1
AF		D	3	42		329	329	56		100					100		32	9	104	0.66	3.2
AF		D	4	58		442	442	76	62	38				16	84		29	5	43	0.31	10.2
AF	**Totals**			4		771	771	132	36	64				9	91		30	6	58	0.40	13.3
ES		D	3	79		309	309	53		100					100		32	10	140	0.85	2.2
ES		D	4	21		79	79	14	59	41			97		3		18	6	24	0.34	3.4
ES	**Totals**			2		389	389	67	12	88			20		80		23	8	70	0.62	5.6
LP		D	2	11		58	58	10			100				100		32	12	190	1.01	.3
LP		D	3	62	2.4	320	312	54		100					100		32	8	96	0.58	3.2
LP		D	4	27	6.4	141	132	23	59	41			7	38	55		26	6	35	0.29	3.8
LP	**Totals**			3	3.2	519	503	86	15	73	12		2	10	88		29	7	69	0.46	7.3
PP		D	4	100		37	37	6				100		100			23	20	420	2.56	.1
PP	**Totals**			0		37	37	6				100		100			23	20	420	2.56	.1
Totals					2.6	17,919	17,460	2,994	13	66	16	5	6	16	76	3	28	7	63	0.49	276.0

TC PSTATS

PROJECT STATISTICS

PROJECT **COUSPOLE**

DATE 1/4/2022

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	20	COUSINS	0002	THR	171.50	116	479	S	E
35N	38E	22	COUSINS	ROW7						

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	116	479	4.1		
CRUISE	52	240	4.6	34,440	.7
DBH COUNT					
REFOREST					
COUNT	62	235	3.8		
BLANKS	2				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	70	39.2	12.6	58	9.6	34.2	4,738	4,505	960	950
W LARCH	53	49.3	11.9	68	11.0	38.1	5,676	5,527	1,133	1,133
W LARCH-P	4	2.6	14.0	72	0.8	2.8	443	443	91	91
WR CEDAR	66	70.5	9.1	30	10.5	31.7	2,876	2,859	695	695
WR CEDAR-P	2	2.1	13.1	47	0.5	1.9	144	144	57	57
GR FIR	25	17.0	12.9	53	4.3	15.3	2,327	2,283	433	433
ALP FIR	10	13.3	9.8	61	2.2	6.9	771	771	159	159
LP PINE	6	4.4	11.2	57	0.9	3.0	519	503	98	98
P PINE	1	.0	27.0	48	0.0	.2	37	37	5	5
E SPRUCE	3	2.3	14.0	67	0.6	2.4	389	389	81	81
TOTAL	*240*	*200.8*	*11.2*	*50*	*40.9*	*136.6*	*17,919*	*17,460*	*3,713*	*3,703*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL 68.1	COEFF		**SAMPLE TREES - BF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	98.0	12.1	161	183	206			
W LARCH	62.7	8.9	115	126	138			
W LARCH-P	41.6	23.8	116	153	189			
WR CEDAR	105.1	13.8	72	84	95			
WR CEDAR-P	20.2	18.9	57	70	83			
GR FIR	92.6	20.7	174	220	266			
ALP FIR	73.4	24.4	60	80	100			
LP PINE	65.8	29.3	93	132	170			
P PINE								
E SPRUCE	63.8	44.1	74	133	192			
TOTAL	*103.3*	*7.0*	*132*	*142*	*152*	*426*	*217*	*106*

CL 68.1	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	89.3	11.1	34	38	42			
W LARCH	62.1	8.8	24	26	28			
W LARCH-P	27.1	15.5	28	33	38			
WR CEDAR	102.2	13.4	18	20	23			
WR CEDAR-P	11.7	11.0	25	28	31			
GR FIR	85.5	19.1	34	42	50			
ALP FIR	74.6	24.8	12	17	21			
LP PINE	56.8	25.3	19	25	32			
P PINE								
E SPRUCE	63.6	44.0	15	27	39			
TOTAL	*91.9*	*6.2*	*28*	*30*	*31*	*337*	*172*	*84*

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

PROJECT STATISTICS

PROJECT **COUSPOLE**

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	20	COUSINS	0002	THR	171.50	116	479	S	E
35N	38E	22	COUSINS	ROW7						

DOUG FIR	155.8	14.5	34	39	45			
W LARCH	150.3	13.9	42	49	56			
W LARCH-P	372.7	34.6	2	3	4			
WR CEDAR	167.9	15.6	60	71	82			
WR CEDAR-P	711.1	66.0	1	2	3			
GR FIR	204.2	18.9	14	17	20			
ALP FIR	310.7	28.8	9	13	17			
LP PINE	385.4	35.8	3	4	6			
P PINE	1077.0	99.9	0	0	0			
E SPRUCE	456.7	42.4	1	2	3			
TOTAL	*70.7*	*6.6*	*188*	*201*	*214*	*200*	*102*	*50*

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

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	139.5	12.9	30	34	39			
W LARCH	149.6	13.9	33	38	43			
W LARCH-P	375.0	34.8	2	3	4			
WR CEDAR	155.8	14.5	27	32	36			
WR CEDAR-P	710.5	65.9	1	2	3			
GR FIR	206.1	19.1	12	15	18			
ALP FIR	312.0	28.9	5	7	9			
LP PINE	373.2	34.6	2	3	4			
P PINE	1077.0	99.9	0	0	0			
E SPRUCE	463.8	43.0	1	2	3			
TOTAL	*61.6*	*5.7*	*129*	*137*	*144*	*151*	*77*	*38*

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

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	151.3	14.0	3,873	4,505	5,138			
W LARCH	152.4	14.1	4,745	5,527	6,308			
W LARCH-P	384.9	35.7	285	443	602			
WR CEDAR	158.4	14.7	2,439	2,859	3,279			
WR CEDAR-P	710.6	65.9	49	144	238			
GR FIR	218.4	20.3	1,820	2,283	2,745			
ALP FIR	327.4	30.4	537	771	1,005			
LP PINE	395.5	36.7	318	503	687			
P PINE	1077.0	99.9	0	37	74			
E SPRUCE	460.3	42.7	223	389	555			
TOTAL	*68.1*	*6.3*	*16,357*	*17,460*	*18,563*	*185*	*94*	*46*

CL 68.1 COEFF **NET CUFT FT/ACRE** # OF PLOTS REQ. INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	147.7	13.7	820	950	1,081			
W LARCH	149.9	13.9	975	1,133	1,291			
W LARCH-P	378.4	35.1	59	91	124			
WR CEDAR	155.7	14.4	595	695	796			
WR CEDAR-P	710.5	65.9	19	57	95			
GR FIR	218.6	20.3	345	433	521			
ALP FIR	323.8	30.0	111	159	207			
LP PINE	385.5	35.8	63	98	133			
P PINE	1077.0	99.9	0	5	10			
E SPRUCE	458.4	42.5	46	81	115			
TOTAL	*65.3*	*6.1*	*3,479*	*3,703*	*3,928*	*170*	*87*	*43*

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: COUSPOLE

Date 1/4/2022

Time 2:42:37PM

T35N R38E S20 T0002

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
35N	38E	20	COUSINS	0002	50.30	33	51	S	E

T35N R38E S20 T0002

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		D	2	4	18.5	248	202	10			100				100		32	14	220	1.63	.9
DF		D	3	44	1.9	1,821	1,787	90		100					100		32	8	102	0.68	17.5
DF		D	4	52	19.6	2,627	2,111	106	56	44			12	21	67		26	5	29	0.27	73.4
DF		**Totals**		34	12.7	4,696	4,101	206	29	66	5		6	11	83		27	6	45	0.38	91.8
WL		D	2	8		346	346	17			100				100		32	13	210	1.25	1.6
WL		D	3	45	9.4	2,009	1,820	92		100					100		32	8	75	0.60	24.2
WL		D	4	47		1,857	1,857	93	51	49			11	13	76		26	5	36	0.29	51.7
WL		**Totals**		34	4.5	4,211	4,022	202	24	68	9		5	6	89		28	6	52	0.43	77.5
WL	P	D	3	91		193	193	10		100					100		32	8	73	0.55	2.6
WL	P	D	4	9		18	18	1		100			100				16	6	20	0.27	.9
WL	**P**	**Totals**		2		211	211	11		100			9		91		28	7	60	0.51	3.5
AF		D	3	42		1,121	1,121	56		100					100		32	9	104	0.66	10.8
AF		D	4	58		1,506	1,506	76	62	38				16	84		29	5	43	0.31	34.7
AF		**Totals**		22		2,627	2,627	132	36	64				9	91		30	6	58	0.40	45.5
GF		D	3	59		182	182	9		100					100		32	9	115	0.82	1.6
GF		D	4	41	14.3	147	126	6		100					100		32	7	60	0.46	2.1
GF		**Totals**		3	6.4	329	308	15		100					100		32	8	84	0.62	3.7
ES		D	3	84		421	421	21		100					100		32	9	110	0.83	3.8
ES		D	4	16		77	77	4	100				100				18	5	20	0.29	3.8
ES		**Totals**		4		498	498	25	15	85			15		85		25	7	65	0.64	7.7
RC		D	4	100		96	96	5		100			100				20	6	20	0.37	4.8
RC		**Totals**		1		96	96	5		100			100				20	6	20	0.37	4.8
LP		D	4	100	50.0	61	31	2	100				100				20	5	10	0.20	3.1
LP		**Totals**		0	50.0	61	31	2	100				100				20	5	10	0.20	3.1
Type Totals					6.6	12,730	11,894	598	27	69	5		6	8	87		28	6	50	0.41	237.6

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: COUSPOLE

Date 1/4/2022

Time 2:42:37PM

T35N R38E S22 T00U5

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
35N	38E	22	COUSINS	00U5	96.90	58	70	S	E

T35N R38E S22 T00U5

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
RC		D	3	14	1.2	600	593	57		69	31			6	32	62	35	7	90	0.72	6.6
RC		D	4	86		3,640	3,640	353		100			10	57	29	4	25	6	35	0.33	104.2
RC		**Totals**		21	.2	4,240	4,233	410		96	4		8	50	30	12	26	6	38	0.36	110.8
RC	P	D	3	100		254	254	25		100						100	40	6	69	0.68	3.7
RC	**P**	**Totals**		1		254	254	25		100						100	40	6	69	0.68	3.7
WL		D	2	12		751	751	73			100				100		32	13	210	1.25	3.6
WL		D	3	57	3.2	3,501	3,388	328		100				6	94		32	8	85	0.54	39.7
WL		D	4	31		1,797	1,797	174	68	32			22	29	49		24	5	33	0.27	54.6
WL		**Totals**		30	1.9	6,050	5,937	575	21	67	13		7	12	81		27	7	61	0.44	97.9
WL	P	D	3	83	.0	562	562	54		100				18	82		30	9	103	0.70	5.5
WL	P	D	4	17		113	113	11	100					100			23	5	30	0.27	3.8
WL	**P**	**Totals**		3		675	675	65	17	83				32	68		27	8	73	0.55	9.2
DF		D	2	51	.6	2,372	2,357	228			69	31	4		96		30	14	270	1.62	8.7
DF		D	3	41	3.3	1,954	1,889	183		100				19	81		30	9	103	0.77	18.3
DF		D	4	8		324	324	31	25	75			36	17	47		24	6	34	0.36	9.5
DF		**Totals**		23	1.7	4,650	4,570	443	2	47	35	16	5	9	86		28	9	125	0.89	36.6
GF		D	2	58		1,779	1,779	172			53	47			100		32	15	319	1.66	5.6
GF		D	3	35		1,075	1,075	104		100					100		32	8	95	0.59	11.3
GF		D	4	7		202	202	20	57	43				100			24	5	28	0.27	7.2
GF		**Totals**		15		3,055	3,055	296	4	38	31	28		7	93		30	9	127	0.78	24.1
LP		D	3	76	2.4	566	553	54		100					100		32	8	96	0.58	5.7
LP		D	4	24	.0	170	170	16	71	29				52	48		27	6	37	0.28	4.6
LP		**Totals**		4	1.8	736	723	70	17	83				12	88		30	7	70	0.46	10.3
ES		D	3	77		329	329	32		100					100		32	11	170	0.86	1.9
ES		D	4	23		97	97	9	40	60			100				18	7	25	0.37	3.9
ES		**Totals**		2		426	426	41	9	91			23		77		22	8	73	0.61	5.8
Type Totals					1.1	20,087	19,873	1,926	9	66	18	8	5	19	72	4	27	7	67	0.51	298.3

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: COUSPOLE

Date 1/4/2022

Time 2:42:37PM

T35N R38E S22 T00U6

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
35N	38E	22	COUSINS	00U6	20.50	15	26	S	E

T35N R38E S22 T00U6

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
WL		D	2	7	5.6	596	563	12			100				100		32	12	170	1.09	3.3
WL		D	3	66	3.1	5,301	5,135	105		100					100		32	9	99	0.61	52.1
WL		D	4	27	2.0	2,119	2,076	43	51	49			25	21	54		24	6	34	0.28	60.2
WL	**Totals**			40	3.0	8,015	7,773	159	14	79	7		7	6	88		28	7	67	0.48	115.6
DF		D	2	47	2.2	2,370	2,318	48			100				100		32	14	288	1.66	8.0
DF		D	3	32	1.3	1,569	1,549	32		100				37	63		29	9	97	0.68	16.0
DF		D	4	21		989	989	20	28	72			28		72		26	6	35	0.30	28.2
DF	**Totals**			25	1.5	4,928	4,856	100	6	46	48		6	12	82		28	8	93	0.66	52.2
GF		D	2	42	6.6	1,642	1,534	31			100				100		32	14	250	1.50	6.1
GF		D	3	23	4.5	870	831	17		100			16	23	61		28	10	112	0.84	7.4
GF		D	4	35	11.1	1,418	1,260	26	55	45			10	15	76		28	6	44	0.37	28.5
GF	**Totals**			19	7.8	3,930	3,626	74	19	38	42		7	10	83		28	8	86	0.64	42.0
RC		D	3	44	5.6	1,148	1,084	22		100					100		32	7	68	0.69	15.9
RC		D	4	56		1,373	1,373	28		100			6	42		52	31	6	42	0.28	32.8
RC	**Totals**			13	2.5	2,520	2,457	50		100			3	23	44	29	31	6	50	0.41	48.7
LP		D	2	67		485	485	10			100				100		32	12	190	1.01	2.6
LP		D	4	33		230	230	5		100					100		32	7	90	0.53	2.6
LP	**Totals**			4		714	714	15		32	68				100		32	10	140	0.77	5.1
Type Totals					3.4	20,107	19,426	398	10	64	25		6	10	80	4	29	7	74	0.53	263.6

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: COUSPOLE

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Date 1/4/2022
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T35N R38E S22 TROW7

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
35N	38E	22	COUSINS	ROW7	3.80	10	93	S	E

T35N R38E S22 TROW7

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/Lf	Logs Per /Acre
RC		D	3	65	5.7	4,540	4,280	16		51	49			2	98		32	9	126	0.89	34.0
RC		D	4	35		2,280	2,280	9		100			12	50	38		25	6	37	0.34	62.0
RC	**Totals**			34	3.8	6,820	6,560	25		68	32		4	19	77		27	7	68	0.57	96.0
DF		D	2	36	1.7	2,320	2,280	9			100				100		32	13	228	1.46	10.0
DF		D	3	37	4.9	2,460	2,340	9		100				15	85		31	9	98	0.67	24.0
DF		D	4	27	1.2	1,720	1,700	6	69	31			26	34	40		23	5	33	0.32	52.0
DF	**Totals**			33	2.8	6,500	6,320	24	19	45	36		7	15	78		26	7	73	0.60	86.0
WL		D	3	56		1,620	1,620	6		100				12	88		32	7	68	0.44	24.0
WL		D	4	44		1,260	1,260	5	71	29			11	24	59	6	26	5	33	0.24	38.0
WL	**Totals**			15		2,880	2,880	11	31	69			5	17	75	3	28	6	46	0.33	62.0
GF		D	3	63	7.8	1,020	940	4		100					100		32	7	67	0.43	14.0
GF		D	4	37		540	540	2	48	52			44	37	19		20	6	30	0.25	18.0
GF	**Totals**			8	5.1	1,560	1,480	6	18	82			16	14	70		25	6	46	0.35	32.0
PP		D	4	100		1,680	1,680	6				100		100			23	20	420	2.56	4.0
PP	**Totals**			9		1,680	1,680	6				100		100			23	20	420	2.56	4.0
ES		D	4	100		100	100	0	100						100		32	5	50	0.24	2.0
ES	**Totals**			1		100	100	0	100						100		32	5	50	0.24	2.0
Type Totals					2.7	19,540	19,020	72	13	55	23	9	6	24	70	0	27	7	67	0.52	282.0

TC PSPCTLTCM

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

T35N R38E S20 Ty0002	50.3
T35N R38E S22 Ty00U5	96.9
T35N R38E S22 TyROW	3.8

Project COUSPOLE
Acres 171.50

Page No 1
Date: 1/4/2022
Time 2:42:38PM

Species	ST	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
W LARCH		8,458	15,991	4,664	22.97	12.15	0.43	1,943	1,943	973	948
DOUG FIR		6,728	9,558	4,694	24.22	17.05	0.61	1,647	1,630	812	773
WR CEDAR		12,096	12,339	2,802	9.86	9.66	0.37	1,192	1,192	493	490
GR FIR		2,916	3,499	2,129	25.48	21.23	0.72	743	743	399	391
ALP FIR		2,273	2,290	682	12.00	11.91	0.40	273	273	132	132
LP PINE		762	1,258	404	22.11	13.39	0.48	169	168	89	86
W LARCH	P	454	1,072	377	34.54	14.64	0.54	157	157	76	76
E SPRUCE		388	955	359	35.64	14.46	0.62	138	138	67	67
WR CEDAR	P	357	357	230	27.37	27.37	0.68	98	98	25	25
P PINE		8	15	22	117.89	58.94	2.56	9	9	6	6
Totals		34,440	47,334	16,361	18.44	13.42	0.48	6,368	6,351	3,073	2,994

Wood Type Species	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
C	34,440	47,334	16,361	18.44	13.42	0.48	6,368	6,351	3,073	2,994
Totals	34,440	47,334	16,361	18.44	13.42	0.48	6,368	6,351	3,073	2,994

TC PLOGSTVB

Log Stock Table - MBF

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

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Date 1/4/2022
Time 2:42:39PM

Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
WL		D	2	32	102		102	10.7				12	90							
WL		D	3	26	19		19	2.0			19									
WL		D	3	30	1		1	.1		1										
WL		D	3	32	535	4.5	511	54.0		32	444	35								
WL		D	4	12	0		0	.0		0										
WL		D	4	14	10		10	1.0		10										
WL		D	4	15	7		7	.7		7										
WL		D	4	16	5		5	.5		5										
WL		D	4	17	9		9	.9		5	4									
WL		D	4	18	21		21	2.2		12	8									
WL		D	4	19	3		3	.4		3										
WL		D	4	20	5		5	.5		5										
WL		D	4	22	4		4	.5		4	0									
WL		D	4	24	55		55	5.8		29	26									
WL		D	4	25	7		7	.8		7										
WL		D	4	26	5		5	.6		0	5									
WL		D	4	30	0		0	.0		0										
WL		D	4	31	8		8	.9		8										
WL		D	4	32	174		174	18.3		162	12									
WL		D	4	35	0		0	.0		0										
WL		D	4	38	0		0	.0		0										
WL		Totals			973	2.6	948	31.7		292	518	47	90							
WL	P	D	3	24	10		10	12.9			10									
WL	P	D	3	32	54		54	71.5		2	28	25								
WL	P	D	4	16	1		1	1.2		1										
WL	P	D	4	22	5		5	6.4		5										
WL	P	D	4	24	6		6	8.0		6										
WL		Totals			76		76	2.5		14	38	25								
GF		D	2	32	206	1.1	204	52.1				56	10	56	81					
GF		D	3	20	3		3	.7			3									
GF		D	3	26	4		4	1.0			4									
GF		D	3	31	11		11	2.7			11									
GF		D	3	32	118		117	29.8		4	66	46								
GF		D	4	15	1		1	.2		1										
GF		D	4	16	1		1	.4		1	0									

TC PLOGSTVB

Log Stock Table - MBF

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
GF		D	4	17	1		1	.4		1										
GF		D	4	21	0		0	.1		0										
GF		D	4	24	15		15	3.8		11	4									
GF		D	4	26	8		8	2.1			8									
GF		D	4	27	0		0	.1		0										
GF		D	4	32	31	14.0	26	6.7		12	14									
GF		Totals			399	1.9	391	13.1		31	110	103	10	56	81					
DF		D	2	16	10		10	1.3				10								
DF		D	2	32	290	1.7	285	36.9				46	113	55	46	25				
DF		D	3	23	3		3	.4			3									
DF		D	3	24	34		34	4.4			21	13								
DF		D	3	26	1		1	.1			1									
DF		D	3	30	12	16.7	10	1.3			10									
DF		D	3	32	267	2.5	260	33.7		7	169	83								
DF		D	3	34	6		6	.7			6									
DF		D	4	12	1		1	.1		1										
DF		D	4	15	3	50.0	2	.2		2										
DF		D	4	16	6		6	.8		5	2									
DF		D	4	17	4		4	.5		2	2									
DF		D	4	18	11	33.0	8	1.0		8										
DF		D	4	19	1		1	.1		1										
DF		D	4	20	13	27.3	10	1.2		10										
DF		D	4	21	1		1	.1		1										
DF		D	4	23	0		0	.1			0									
DF		D	4	24	6		6	.8		6										
DF		D	4	25	11	100.0														
DF		D	4	26	1		1	.1		1										
DF		D	4	27	8	33.3	5	.7		5										
DF		D	4	30	17		17	2.2		17										
DF		D	4	31	1		1	.1			1									
DF		D	4	32	86	3.7	82	10.7		70	12									
DF		D	4	34	15		15	1.9		15										
DF		D	4	35	6		6	.8		6										
DF		Totals			812	4.9	773	25.8		155	226	152	113	55	46	25				
RC		D	3	24	3		3	.7		3										
RC		D	3	28	0		0	.1		0										

TC PLOGSTVB

Log Stock Table - MBF

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
RC		D	3	32	58	3.9	55	11.3		6	41		6	2						
RC		D	3	34	1	6.7	1	.2			1									
RC		D	3	36	18	3.7	18	3.6					18							
RC		D	3	40	18		18	3.7		18										
RC		D	4	12	7		7	1.3		7										
RC		D	4	14	12		12	2.5		12										
RC		D	4	15	0		0	.0		0										
RC		D	4	16	16		16	3.3			16									
RC		D	4	18	1		1	.2		1										
RC		D	4	19	2		2	.4		2										
RC		D	4	20	5		5	1.0		5										
RC		D	4	21	52		52	10.5		52										
RC		D	4	22	16		16	3.2		16										
RC		D	4	23	0		0	.0		0										
RC		D	4	24	37		37	7.6		37	0									
RC		D	4	26	10		10	2.1		10										
RC		D	4	27	31		31	6.3		31										
RC		D	4	28	0		0	.1		0										
RC		D	4	29	69		69	14.0		69										
RC		D	4	30	0		0	.1		0										
RC		D	4	31	17		17	3.5		17										
RC		D	4	32	3		3	.5		2	1									
RC		D	4	34	41		41	8.3		41										
RC		D	4	35	47		47	9.5		47										
RC		D	4	36	30		30	6.0		30										
RC		Totals			493		490	16.4		405	59		23	2						
RC	P	D	3	40	25		25	100.0		12	13									
RC		Totals			25		25	.8		12	13									
AF		D	3	32	56		56	42.7			56									
AF		D	4	21	4		4	3.1		4										
AF		D	4	24	8		8	6.3		8										
AF		D	4	32	63		63	47.9		50	13									
AF		Totals			132		132	4.4		62	70									
ES		D	3	32	53		53	79.6			21	32								
ES		D	4	17	6		6	8.4			6									

TC PLOGSTVB

Log Stock Table - MBF

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
ES		D	4	18	8		8	11.4		8										
ES		D	4	32	0		0	.6		0										
ES		Totals			67		67	2.2		8	27	32								
LP		D	2	32	10		10	11.5				10								
LP		D	3	32	55	2.4	54	62.2			54									
LP		D	4	20	3	50.0	2	1.8		2										
LP		D	4	22	5		5	5.4			5									
LP		D	4	29	4		4	4.6		4										
LP		D	4	31	8		8	9.1		8										
LP		D	4	32	5		5	5.5			5									
LP		Totals			89	3.2	86	2.9		13	63	10								
PP		D	4	22	3		3	42.9								3				
PP		D	4	24	4		4	57.1									4			
PP		Totals			6		6	.2								3	4			
Total		All Species			3,073	2.6	2,994	100.0		994	1124	368	236	113	128	28	4			

TC PLOGSTVT_SED

Project Log Stock Table - TONS(SED)

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

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Spp	ST	Sort	Grade	Log Len	SED	TONS	Tons by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
WL		D	2	32	12.6	469				57	412							
WL		D	3	26	10.0	79			79									
WL		D	3	30	6.0	3		3										
WL		D	3	32	8.3	2,580		191	2220	169								
WL		D	4	12	5.0	1		1										
WL		D	4	14	5.0	55		55										
WL		D	4	15	5.0	25		25										
WL		D	4	16	5.0	16		16										
WL		D	4	17	5.7	39		19	20									
WL		D	4	18	5.6	97		54	43									
WL		D	4	19	6.0	29		29										
WL		D	4	20	5.5	37		37										
WL		D	4	22	5.3	23		22	1									
WL		D	4	24	6.3	265		140	125									
WL		D	4	25	5.0	42		42										
WL		D	4	26	6.1	27		2	25									
WL		D	4	30	5.0	1		1										
WL		D	4	31	5.0	31		31										
WL		D	4	32	5.5	840		787	53									
WL		D	4	35	5.0	2		2										
WL		D	4	38	5.0	1		1										
Graded						4664		1458	2568	226	412							
WL		Totals			6.8	4,664		1458	2568	226	412							
WL	P	D	3	24	8.0	47			47									
WL	P	D	3	32	9.0	270		11	151	108								
WL	P	D	4	16	6.0	5		5										
WL	P	D	4	22	5.0	21		21										
WL	P	D	4	24	5.0	34		34										
Graded						377		70	198	108								
WL		Totals			7.5	377		70	198	108								
GF		D	2	32	14.1	995				292	55	278	370					
GF		D	3	20	10.0	18			18									
GF		D	3	26	10.0	23			23									
GF		D	3	31	9.0	73			73									
GF		D	3	32	7.8	658		25	369	264								

TC PLOGSTVT_SED

Project Log Stock Table - TONS(SED)

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

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Spp	ST	Sort	Grade	Log Len	SED	TONS	Tons by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
GF		D	4	15	5.0	2		2										
GF		D	4	16	6.7	9		7	2									
GF		D	4	17	5.0	12		12										
GF		D	4	21	6.0	2		2										
GF		D	4	24	6.3	100		77	23									
GF		D	4	26	7.0	55			55									
GF		D	4	27	6.0	1		1										
GF		D	4	32	5.7	178		78	100									
Graded						2129		205	664	557	55	278	370					
GF		Totals			7.5	2,129		205	664	557	55	278	370					
DF		D	2	16	12.0	47				47								
DF		D	2	32	13.9	1,481				242	583	274	252	131				
DF		D	3	23	8.0	22			22									
DF		D	3	24	9.6	202			116	86								
DF		D	3	26	9.0	4			4									
DF		D	3	30	8.0	113			113									
DF		D	3	32	8.6	1,587		48	1069	470								
DF		D	3	34	8.0	41			41									
DF		D	4	12	5.0	5		5										
DF		D	4	15	5.0	15		15										
DF		D	4	16	5.7	43		29	15									
DF		D	4	17	5.2	33		19	14									
DF		D	4	18	5.1	67		67										
DF		D	4	19	5.0	6		6										
DF		D	4	20	5.0	79		79										
DF		D	4	21	5.0	3		3										
DF		D	4	23	7.0	3			3									
DF		D	4	24	5.5	49		49										
DF		D	4	25	5.0	53		53										
DF		D	4	26	5.3	6		6										
DF		D	4	27	5.0	61		61										
DF		D	4	30	5.0	117		117										
DF		D	4	31	7.0	4			4									
DF		D	4	32	5.6	513		448	65									
DF		D	4	34	6.0	90		90										
DF		D	4	35	6.0	48		48										

TC PLOGSTVT_SED

Project Log Stock Table - TONS(SED)

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

Date 1/4/2022
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Spp	ST	Sort	Grade	Log Len	SED	TONS	Tons by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
Graded						4694		1143	1466	845	583	274	252	131				
DF		Totals			7.2	4,694		1143	1466	845	583	274	252	131				
RC		D	3	24	6.0	21		21										
RC		D	3	28	6.0	2		2										
RC		D	3	32	8.6	344		59	246		27	12						
RC		D	3	34	10.0	6			6									
RC		D	3	36	13.0	125					125							
RC		D	3	40	6.0	140		140										
RC		D	4	12	6.0	43		43										
RC		D	4	14	6.0	54		54										
RC		D	4	15	6.0	1		1										
RC		D	4	16	7.0	62			62									
RC		D	4	18	6.0	4		4										
RC		D	4	19	6.0	13		13										
RC		D	4	20	6.0	42		42										
RC		D	4	21	6.0	224		224										
RC		D	4	22	6.0	86		86										
RC		D	4	23	6.0	2		2										
RC		D	4	24	6.1	176		174	2									
RC		D	4	26	6.0	89		89										
RC		D	4	27	6.0	177		177										
RC		D	4	28	6.0	1		1										
RC		D	4	29	6.0	356		356										
RC		D	4	30	6.0	2		2										
RC		D	4	31	6.0	92		92										
RC		D	4	32	6.2	14		11	3									
RC		D	4	34	6.0	271		271										
RC		D	4	35	6.0	263		263										
RC		D	4	36	6.0	192		192										
Graded						2802		2319	319		152	12						
RC		Totals			6.6	2,802		2319	319		152	12						
RC	P	D	3	40	6.5	230		117	113									
Graded						230		117	113									
RC		Totals			6.5	230		117	113									
AF		D	3	32	8.6	288			288									
AF		D	4	21	5.0	17		17										

TC PLOGSTVT_SED

Project Log Stock Table - TONS(SED)

T35N R38E S20 Ty0002
THRU
T35N R38E S22 TyROW7

Project: COUSPOLE
Acres 171.50

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Spp	ST	Sort	Grade	Log Len	SED	TONS	Tons by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
AF		D	4	24	5.0	51		51										
AF		D	4	32	5.6	325		255	70									
Graded						682		323	359									
AF		Totals			6.2	682		323	359									
ES		D	3	32	9.7	269			134	135								
ES		D	4	17	8.0	42			42									
ES		D	4	18	5.0	47		47										
ES		D	4	32	5.0	2		2										
Graded						359		49	175	135								
ES		Totals			7.1	359		49	175	135								
LP		D	2	32	12.0	40				40								
LP		D	3	32	8.4	248			248									
LP		D	4	20	5.0	15		15										
LP		D	4	22	7.0	25			25									
LP		D	4	29	5.0	26		26										
LP		D	4	31	5.0	28		28										
LP		D	4	32	7.0	21			21									
Graded						404		70	294	40								
LP		Totals			7.5	404		70	294	40								
PP		D	4	22	19.0	9								9				
PP		D	4	24	21.0	13									13			
Graded						22								9	13			
PP		Totals			20.0	22								9	13			
Total		All Species				16,361		5754	6156	1911	1201	564	622	140	13			

TC TSTATS

STATISTICS

PROJECT COUSPOLE

DATE 1/4/2022

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	20	COUSINS	0002	50.30	33	133	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	33	133	4.0		
CRUISE	13	51	3.9	9,865	.5
DBH COUNT					
REFOREST					
COUNT	19	78	4.1		
BLANKS	1				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	21	80.5	9.8	58	13.5	42.1	4,696	4,101	990	956
W LARCH	11	46.4	11.2	78	9.5	32.0	4,211	4,022	929	929
W LARCH-P	2	1.8	13.2	88	0.5	1.7	211	211	50	50
ALP FIR	10	45.2	9.8	61	7.5	23.6	2,627	2,627	542	542
GR FIR	4	10.6	9.3	54	1.7	5.1	329	308	73	73
E SPRUCE	1	3.8	14.2	65	1.1	4.2	498	498	122	122
WR CEDAR	1	4.8	9.8	42	0.8	2.5	96	96	36	36
LP PINE	1	3.1	7.1	37	0.3	.8	61	31	12	12
TOTAL	*51*	*196.1*	*10.2*	*63*	*35.0*	*112.0*	*12,730*	*11,894*	*2,754*	*2,719*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 % SD: 1.0	COEFF VAR.%	S.E.%	SAMPLE TREES - BF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
DOUG FIR	101.4	22.7	69	89	109			
W LARCH	75.6	23.9	88	115	143			
W LARCH-P	35.4	33.1	80	120	160			
ALP FIR	73.4	24.4	60	80	100			
GR FIR	150.0	85.7	10	73	135			
E SPRUCE								
WR CEDAR								
LP PINE								
TOTAL	*89.7*	*12.6*	*79*	*91*	*102*	*321*	*164*	*80*

CL: 68.1 % SD: 1.0	COEFF VAR.%	S.E.%	SAMPLE TREES - CF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
DOUG FIR	97.1	21.7	16	20	24			
W LARCH	67.6	21.4	21	26	32			
W LARCH-P	18.3	17.1	24	28	33			
ALP FIR	74.6	24.8	12	17	21			
GR FIR	147.3	84.1	3	17	31			
E SPRUCE								
WR CEDAR								
LP PINE								
TOTAL	*85.4*	*12.0*	*18*	*20*	*23*	*291*	*149*	*73*

CL: 68.1 % SD: 1.0	COEFF VAR.%	S.E.%	TREES/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR	108.3	18.8	65	80	96			
W LARCH	143.2	24.9	35	46	58			
W LARCH-P	400.0	69.6	1	2	3			
ALP FIR	143.8	25.0	34	45	57			
GR FIR	326.6	56.8	5	11	17			
E SPRUCE	373.4	64.9	1	4	6			

TC TSTATS

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PROJECT COUSPOLE

DATE 1/4/2022

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	20	COUSINS	0002	50.30	33	133	S	E

CL: 68.1 %	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	422.8	73.5	1	5	8			
LP PINE	574.5	99.9	0	3	6			
TOTAL	*47.3*	*8.2*	*180*	*196*	*212*	*90*	*46*	*22*

CL: 68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	118.0	20.5	33	42	51			
W LARCH	145.8	25.4	24	32	40			
W LARCH-P	399.8	69.5	1	2	3			
ALP FIR	144.7	25.2	18	24	30			
GR FIR	321.1	55.9	2	5	8			
E SPRUCE	373.4	64.9	1	4	7			
WR CEDAR	422.8	73.5	1	3	4			
LP PINE	574.5	99.9	0	1	2			
TOTAL	*50.6*	*8.8*	*102*	*112*	*122*	*102*	*52*	*26*

CL: 68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	150.0	26.1	3,031	4,101	5,170			
W LARCH	151.2	26.3	2,965	4,022	5,079			
W LARCH-P	410.1	71.3	61	211	362			
ALP FIR	154.3	26.8	1,922	2,627	3,332			
GR FIR	325.0	56.5	134	308	482			
E SPRUCE	373.4	64.9	174	498	821			
WR CEDAR	422.8	73.5	26	96	167			
LP PINE	574.5	99.9	0	31	61			
TOTAL	*63.3*	*11.0*	*10,585*	*11,894*	*13,202*	*160*	*82*	*40*

CL: 68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	138.7	24.1	725	956	1,186			
W LARCH	149.1	25.9	688	929	1,170			
W LARCH-P	401.9	69.9	15	50	85			
ALP FIR	152.0	26.4	399	542	685			
GR FIR	323.5	56.3	32	73	114			
E SPRUCE	373.4	64.9	43	122	201			
WR CEDAR	422.8	73.5	9	36	62			
LP PINE	574.5	99.9	0	12	24			
TOTAL	*59.7*	*10.4*	*2,437*	*2,719*	*3,002*	*142*	*73*	*36*

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PROJECT **COUSPOLE** DATE 1/4/2022

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	22	COUSINS	00U5	96.90	58	211	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	58	211	3.6		
CRUISE	21	70	3.3	20,731	.3
DBH COUNT					
REFOREST					
COUNT	36	141	3.9		
BLANKS	1				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
WR CEDAR	24	110.1	8.9	29	15.9	47.4	4,240	4,233	1,020	1,020
WR CEDAR-P	2	3.7	13.1	47	1.0	3.4	254	254	101	101
W LARCH	14	51.2	12.0	63	11.6	40.1	6,050	5,937	1,175	1,175
W LARCH-P	2	3.8	14.2	69	1.1	4.1	675	675	136	136
DOUG FIR	17	19.2	17.0	63	7.3	30.2	4,650	4,570	928	928
GR FIR	6	18.4	13.7	52	5.1	18.9	3,055	3,055	557	557
LP PINE	4	5.7	11.7	60	1.2	4.3	736	723	141	141
E SPRUCE	1	1.9	14.0	70	0.6	2.1	426	426	79	79
TOTAL	*70*	*213.9*	*11.4*	*44*	*44.6*	*150.4*	*20,087*	*19,873*	*4,136*	*4,136*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 %	COEFF		**SAMPLE TREES - BF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	111.8	23.3	39	51	63			
WR CEDAR-P	20.2	18.9	57	70	83			
W LARCH	71.2	19.7	115	143	171			
W LARCH-P	42.0	39.4	112	185	258			
DOUG FIR	75.0	18.7	262	322	383			
GR FIR	80.5	35.9	235	367	498			
LP PINE	10.3	5.9	118	125	132			
E SPRUCE								
TOTAL	*111.8*	*13.3*	*150*	*173*	*197*	*499*	*255*	*125*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	127.8	26.6	10	14	17			
WR CEDAR-P	11.7	11.0	25	28	31			
W LARCH	70.5	19.5	23	28	34			
W LARCH-P	31.3	29.3	26	37	48			
DOUG FIR	67.7	16.9	52	63	74			
GR FIR	77.5	34.5	42	65	87			
LP PINE	9.2	5.3	23	25	26			
E SPRUCE								
TOTAL	*100.1*	*12.0*	*31*	*35*	*39*	*401*	*204*	*100*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	116.2	15.2	93	110	127			
WR CEDAR-P	500.0	65.6	1	4	6			
W LARCH	138.2	18.1	42	51	60			
W LARCH-P	297.6	39.0	2	4	5			
DOUG FIR	150.6	19.8	15	19	23			
GR FIR	162.9	21.4	14	18	22			
LP PINE	299.5	39.3	3	6	8			
E SPRUCE	431.9	56.7	1	2	3			
TOTAL	*66.6*	*8.7*	*195*	*214*	*233*	*177*	*90*	*44*

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PROJECT **COUSPOLE**

DATE 1/4/2022

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	22	COUSINS	00U5	96.90	58	211	S	E

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

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	109.0	14.3	41	47	54			
WR CEDAR-P	499.5	65.5	1	3	6			
W LARCH	134.7	17.7	33	40	47			
W LARCH-P	297.0	39.0	3	4	6			
DOUG FIR	149.1	19.6	24	30	36			
GR FIR	158.0	20.7	15	19	23			
LP PINE	297.6	39.0	3	4	6			
E SPRUCE	431.9	56.7	1	2	3			
TOTAL	*50.7*	*6.6*	*140*	*150*	*160*	*103*	*52*	*26*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	111.6	14.6	3,614	4,233	4,853			
WR CEDAR-P	499.6	65.5	88	254	421			
W LARCH	131.8	17.3	4,910	5,937	6,963			
W LARCH-P	299.1	39.2	410	675	940			
DOUG FIR	148.3	19.5	3,681	4,570	5,460			
GR FIR	162.8	21.4	2,402	3,055	3,708			
LP PINE	301.7	39.6	437	723	1,008			
E SPRUCE	431.9	56.7	185	426	667			
TOTAL	*53.7*	*7.0*	*18,472*	*19,873*	*21,273*	*115*	*59*	*29*

CL: 68.1 %	COEFF		**NET CUFT FT/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	109.7	14.4	873	1,020	1,167			
WR CEDAR-P	499.5	65.5	35	101	167			
W LARCH	131.6	17.3	972	1,175	1,378			
W LARCH-P	297.7	39.1	83	136	189			
DOUG FIR	149.2	19.6	746	928	1,109			
GR FIR	162.0	21.3	438	557	675			
LP PINE	299.1	39.2	86	141	196			
E SPRUCE	431.9	56.7	34	79	123			
TOTAL	*52.0*	*6.8*	*3,854*	*4,136*	*4,418*	*108*	*55*	*27*

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PROJECT COUSPOLE

DATE 1/4/2022

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	22	COUSINS	00U6	20.50	15	42	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	15	42	2.8		
CRUISE	8	26	3.3	3,137	.8
DBH COUNT					
REFOREST COUNT	7	16	2.3		
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
W LARCH	9	49.9	13.1	69	13.0	46.9	8,015	7,773	1,539	1,539
DOUG FIR	5	30.2	13.8	51	8.4	31.3	4,928	4,856	969	969
GR FIR	6	25.8	13.3	53	6.9	25.0	3,930	3,626	762	762
WR CEDAR	5	44.6	10.1	36	7.9	25.0	2,520	2,457	629	629
LP PINE	1	2.6	15.0	80	0.8	3.1	714	714	125	125
TOTAL	*26*	*153.0*	*12.5*	*53*	*37.1*	*131.4*	*20,107*	*19,426*	*4,025*	*4,025*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 %	COEFF		**SAMPLE TREES - BF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
W LARCH	34.7	12.3	157	179	201			
DOUG FIR	67.8	33.7	187	282	377			
GR FIR	74.7	33.3	155	232	309			
WR CEDAR	57.3	28.5	47	66	85			
LP PINE								
TOTAL	*71.1*	*14.2*	*166*	*193*	*221*	*210*	*107*	*53*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
W LARCH	36.0	12.7	31	36	40			
DOUG FIR	68.0	33.8	37	56	74			
GR FIR	70.6	31.4	32	47	62			
WR CEDAR	59.5	29.6	13	18	24			
LP PINE								
TOTAL	*66.5*	*13.3*	*34*	*39*	*45*	*184*	*94*	*46*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
W LARCH	177.1	47.3	26	50	74			
DOUG FIR	135.0	36.1	19	30	41			
GR FIR	186.0	49.7	13	26	39			
WR CEDAR	153.2	40.9	26	45	63			
LP PINE	387.3	103.4		3	5			
TOTAL	*75.9*	*20.3*	*122*	*153*	*184*	*247*	*126*	*62*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
W LARCH	164.8	44.0	26	47	68			
DOUG FIR	135.0	36.0	20	31	43			
GR FIR	211.0	56.4	11	25	39			
WR CEDAR	156.3	41.8	15	25	35			
LP PINE	387.3	103.4		3	6			
TOTAL	*67.8*	*18.1*	*108*	*131*	*155*	*197*	*100*	*49*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
W LARCH	166.8	44.5	4,311	7,773	11,236			

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PROJECT **COUSPOLE**

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TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	22	COUSINS	00U6	20.50	15	42	S	E

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	142.0	37.9	3,015	4,856	6,697			
GR FIR	219.7	58.7	1,498	3,626	5,753			
WR CEDAR	160.2	42.8	1,406	2,457	3,508			
LP PINE	387.3	103.4		714	1,453			
TOTAL	*67.6*	*18.0*	*15,920*	*19,426*	*22,931*	*195*	*100*	*49*

CL: 68.1 %	COEFF		**NET CUFT FT/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
W LARCH	165.3	44.2	859	1,539	2,219			
DOUG FIR	139.1	37.2	609	969	1,330			
GR FIR	218.3	58.3	318	762	1,206			
WR CEDAR	158.8	42.4	362	629	896			
LP PINE	387.3	103.4		125	254			
TOTAL	*68.3*	*18.2*	*3,291*	*4,025*	*4,758*	*199*	*102*	*50*

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PROJECT COUSPOLE

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TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	22	COUSINS	ROW7	3.80	10	93	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	10	93	9.3		
CRUISE	10	93	9.3	707	13.2
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
WR CEDAR	36	72.0	11.4	39	15.1	50.9	6,820	6,560	1,494	1,494
DOUG FIR	27	54.0	12.9	46	13.7	49.4	6,500	6,320	1,355	1,355
W LARCH	19	38.0	10.0	67	6.6	20.7	2,880	2,880	566	566
GR FIR	9	18.0	10.0	51	3.1	9.8	1,560	1,480	282	282
P PINE	1	2.0	27.0	48	1.5	8.0	1,680	1,680	236	236
E SPRUCE	1	2.0	8.0	35	0.2	.7	100	100	16	16
TOTAL	*93*	*186.0*	*11.7*	*48*	*40.7*	*139.5*	*19,540*	*19,020*	*3,950*	*3,950*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 %	COEFF		**SAMPLE TREES - BF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	89.8	17.3	97	117	137			
DOUG FIR	71.8	15.7	121	144	166			
W LARCH	34.7	8.9	82	90	98			
GR FIR			148	148	148			
P PINE								
E SPRUCE								
TOTAL	*92.7*	*10.8*	*116*	*130*	*144*	*343*	*175*	*86*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	86.9	16.7	22	27	31			
DOUG FIR	70.2	15.3	26	31	36			
W LARCH	42.3	10.9	16	18	20			
GR FIR			28	28	28			
P PINE								
E SPRUCE								
TOTAL	*80.9*	*9.5*	*24*	*27*	*30*	*261*	*133*	*65*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	89.0	29.6	51	72	93			
DOUG FIR	89.1	29.7	38	54	70			
W LARCH	211.2	70.3	11	38	65			
GR FIR	161.0	53.6	8	18	28			
P PINE	316.2	105.2		2	4			
E SPRUCE	316.2	105.2		2	4			
TOTAL	*48.4*	*16.1*	*156*	*186*	*216*	*104*	*53*	*26*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	131.3	43.7	29	51	73			
DOUG FIR	105.6	35.1	32	49	67			
W LARCH	207.9	69.2	6	21	35			
GR FIR	145.3	48.4	5	10	14			
P PINE	316.2	105.2		8	16			

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PROJECT **COUSPOLE**

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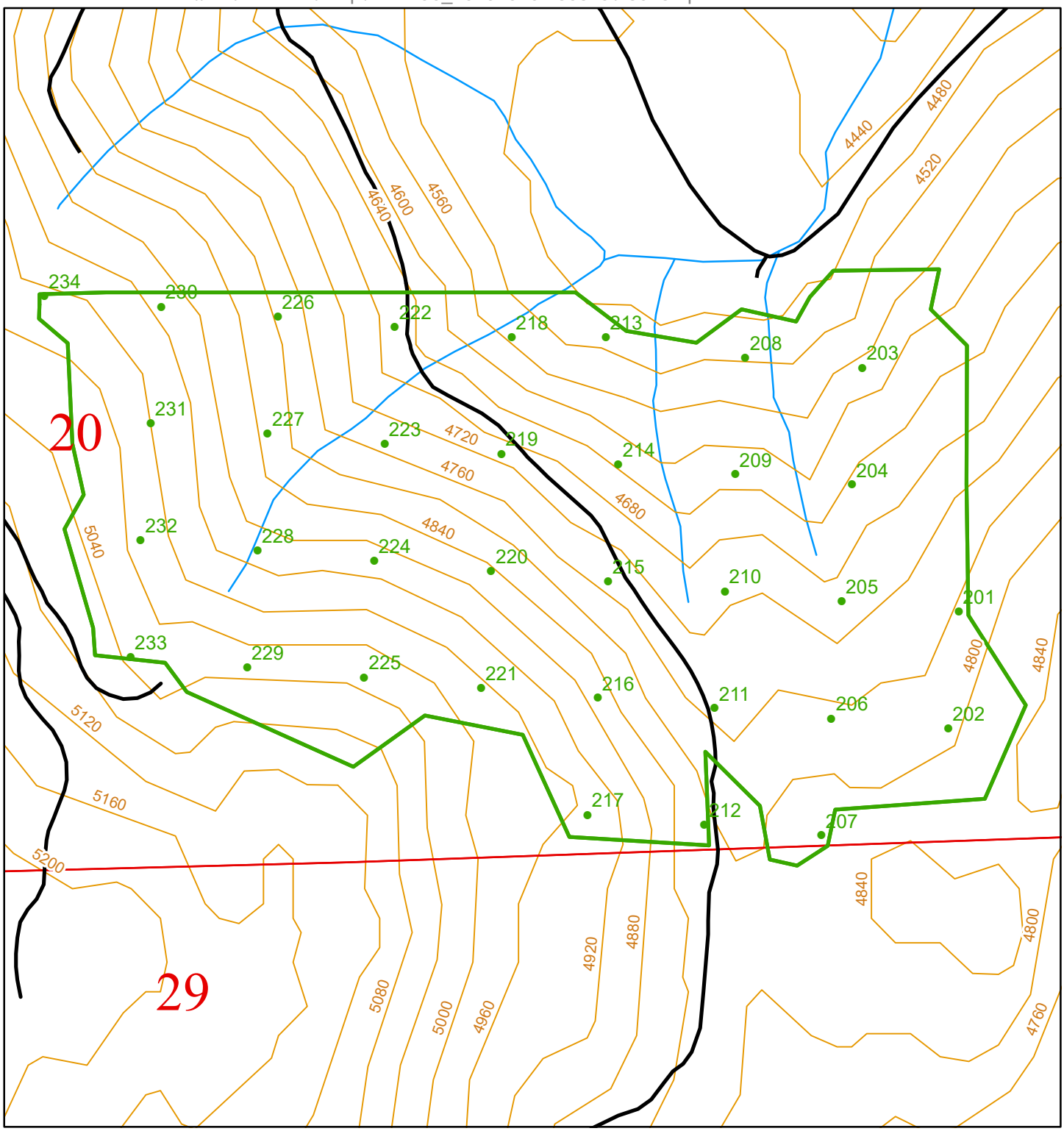
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
35N	38E	22	COUSINS	ROW7	3.80	10	93	S	E

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
E SPRUCE	316.2	105.2		1	1			
TOTAL	*42.5*	*14.1*	*120*	*139*	*159*	*80*	*41*	*20*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	153.8	51.2	3,201	6,560	9,919			
DOUG FIR	111.2	37.0	3,982	6,320	8,658			
W LARCH	219.4	73.0	777	2,880	4,983			
GR FIR	149.8	49.9	742	1,480	2,218			
P PINE	316.2	105.2		1,680	3,448			
E SPRUCE	316.2	105.2		100	205			
TOTAL	*48.3*	*16.1*	*15,964*	*19,020*	*22,076*	*103*	*53*	*26*

CL: 68.1 %	COEFF		**NET CUFT FT/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WR CEDAR	157.2	52.3	713	1,494	2,276			
DOUG FIR	108.8	36.2	865	1,355	1,846			
W LARCH	223.0	74.2	146	566	987			
GR FIR	148.8	49.5	142	282	422			
P PINE	316.2	105.2		236	484			
E SPRUCE	316.2	105.2		16	32			
TOTAL	*51.7*	*17.2*	*3,270*	*3,950*	*4,629*	*118*	*60*	*30*



FMA POLYGON AND SAMPLE POINT INFORMATION

FMA_NM:	COUSINS GAP U2	Township:	T35R38E
FMA_ID:	289751	DNR Region:	NORTHEAST
Acres:	52	Total Sample Points:	34
County:	STEVENS	Spacing Between Points:	Width: 270 Height: 270
		Point Rotation Degrees:	5

N

0 112.5 225 450 675 900 Feet

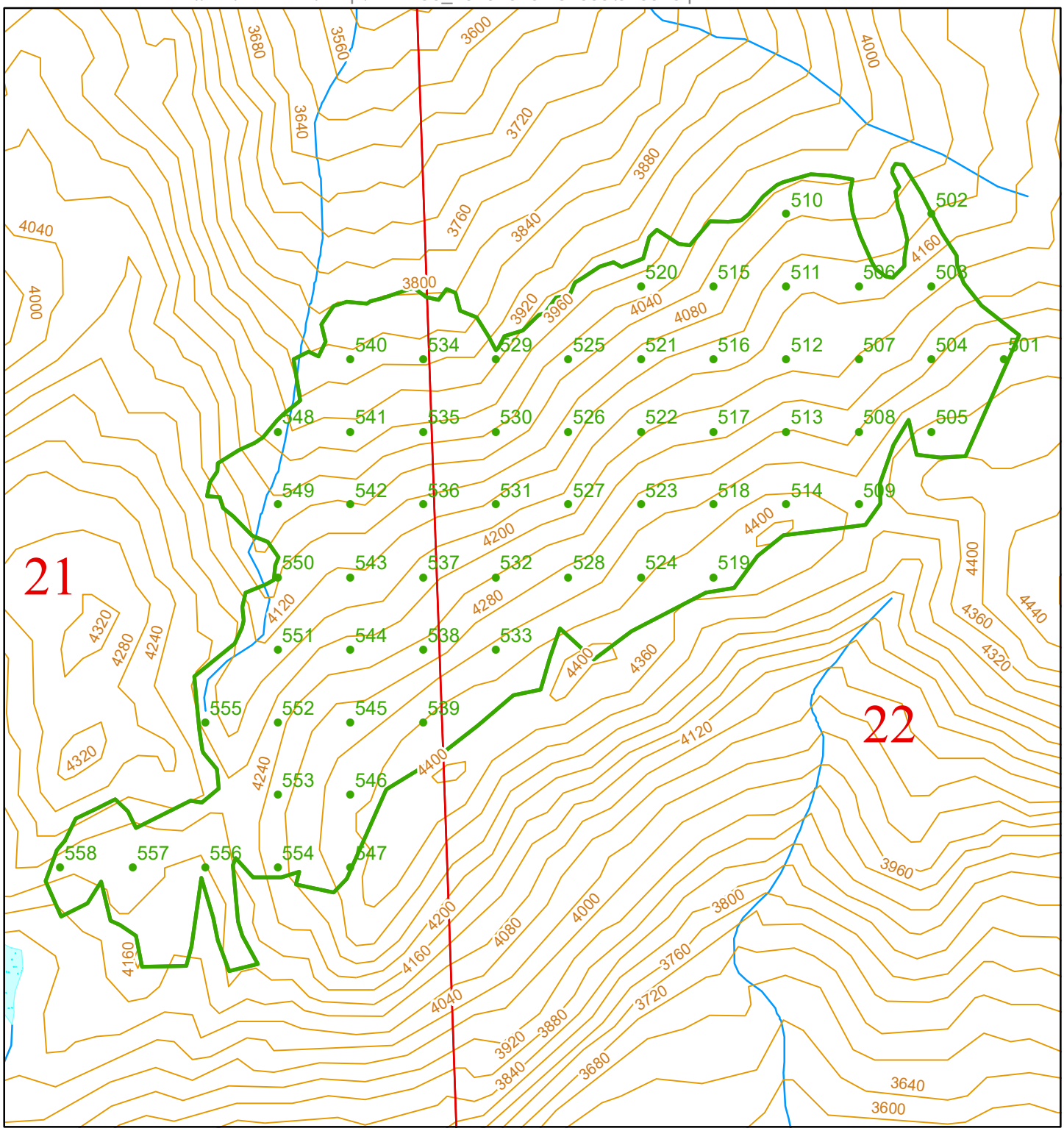
Scale 1:3,900

Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot

Washington State Department of Natural Resources
Hilary Franz, Commissioner of Public Lands

Oct 10, 2019 03:08 PM



FMA POLYGON AND SAMPLE POINT INFORMATION

FMA_NM:	COUSINS GAP U5	Township:	T35R38E
FMA_ID:	315946	DNR Region:	NORTHEAST
Acres:	99	Total Sample Points:	58
County:	STEVENS	Spacing Between Points:	Width: 270 Height: 270
		Point Rotation Degrees:	0

N

0 180 360 720 1,080 1,440 Feet

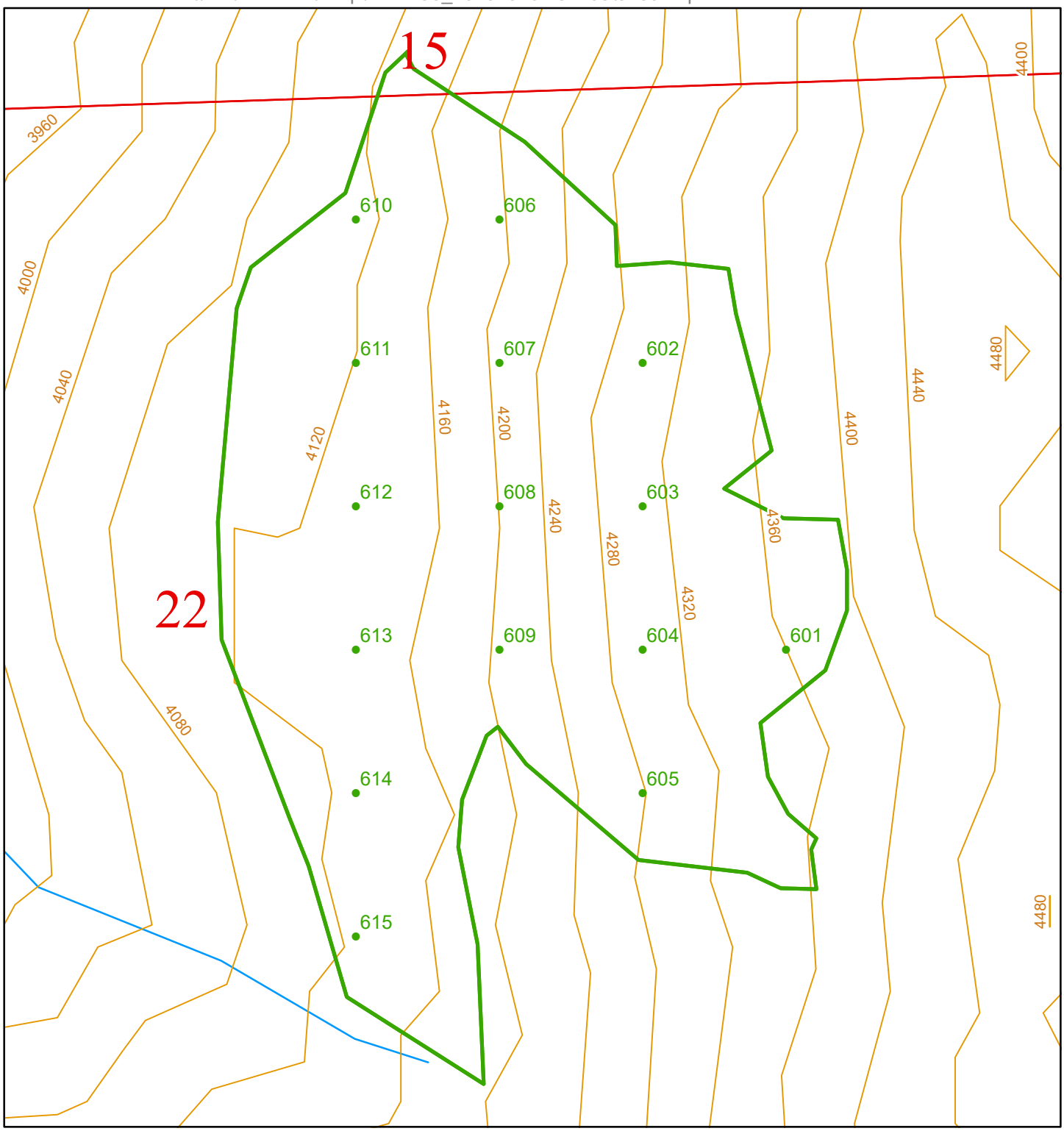
Scale 1:6,300

Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot

Washington State Department of Natural Resources
Hilary Franz, Commissioner of Public Lands

Oct 10, 2019 03:17 PM



FMA POLYGON AND SAMPLE POINT INFORMATION

FMA_NM:	COUSINS GAP U6	Township:	T35R38E
FMA_ID:	315947	DNR Region:	NORTHEAST
Acres:	20	Total Sample Points:	15
County:	STEVENS	Spacing Between Points:	Width: 220 Height: 220
		Point Rotation Degrees:	0

N

0 75 150 300 450 600 Feet

Scale 1:2,600

Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot

Washington State Department of Natural Resources
Hilary Franz, Commissioner of Public Lands

Oct 10, 2019 03:22 PM

WASHINGTON STATE DEPT OF
NATURAL RESOURCES

3024004

Forest Practices Application/Notification Renewal

Instructions:

You may renew your current Forest Practices Application or Notification if :

- You are not proposing to modify the uncompleted operation.
- There are no outstanding enforcement actions associated with the application/notification.
- The current forest practices rules do not require a change in the nature and extent of the forest practice.
- You are within 60 days of expiration.

Fill out this form. Send the forms with the appropriate fees to the department region office that is responsible for the geographic area of the operation. **Type or print in permanent ink.** You can find a list of DNR region offices by going to the DNR web site at http://www.dnr.wa.gov and clicking on "Regions".

Renewal requests must be received and accepted at the region office prior to the expiration date of your current forest practices application or notification.

APPLICATION NUMBER: 3024004 EXPIRATION DATE: 2/27/23

Classification of the original forest practice: Class II - ☐ Class III - ☑ Class IV General - ☐ Class IV Special - ☐

Are you a Small Forest Landowner per RCW 76.09.450? ☐ Yes ☑ No

If yes, is entire proposed harvest on a single contiguous ownership consisting of one or more parcels? ☑ Yes ☐ No

Are you proposing any modifications of the original forest practices?

☐ Yes. Stop. You must complete a new Forest Practice Application/ Notification Form.

☑ No. Continue.

1) Full legal name of **Landowner**	2) Full legal name of **Timber Owner**	3) Full legal name of **Operator**
WADNR State Lands Business Contact:	Business Contact:	Business Contact:
Mailing Address 225 S. Silke Rd	Mailing Address	Mailing Address
City, State or Province, Country, and Zip or Postal Code Colville WA 99114	City, State or Province, Country, and Zip or Postal Code	City, State or Province, Country, and Zip or Postal Code
Phone (509) 684-7474 685-2731 E-Mail: robert.hechinger@dnr.wa.gov	Phone ( ) E-Mail:	Phone ( ) E-Mail:

4) Legal description and county of the forest practice activity.

Sub-Division (¼, ¼)	Section	Township	Range	E/W	Tax Parcel Number	County
Parts of 19, 20, 21						
22, 28, 29, 30,	16	35	38	E		Stevens

5) I/We affirm that the information contained herein is true, and understand that this proposed forest practice is subject to the current rules of the Forest Practices Act, as well as any applicable federal, state or local rules and regulations. Compliance with this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Signature of **Landowner**: Robert Hechinger Date: 2/13/22	Signature of **Timber Owner**: Date:	Signature of **Operator**: Date:
Print **Landowner** name: Robert Hechinger	Print **Timber Owner** name:	Print **Operator** name:

Agency Use Below the Line

RMS PAYMENT # _____

RMAP # R2302700

FPA/N # 3024004

DATE RCVD: 2-13-2023

REGION Northeast

Decision:

EFFECTIVE DATE 2-13-2023

EXPIRATION DATE 2-13-2026

[X] MEETS REQUIREMENTS FOR RENEWAL

[ ] DOES NOT MEET REQUIREMENTS FOR RENEWAL

- [ ] Modification(s) to the uncompleted operation
- [ ] Outstanding enforcement actions associated with this application / notification
- [ ] The current forest practices rules require a change in the nature and extent of the forest practice.
- [ ] Request was not received and accepted at the region office prior to the expiration date of your current forest practices application or notification.

[ ] CLOSED-OUT

CONDITIONS:

[X] ALL CONDITIONS OF THE ORIGINAL APPLICATION / NOTIFICATION APPLY

[ ] THE FOLLOWING CONDITIONS APPLY:

Paladin Hook, NRT2 — DNR signature / Title

NE — Region

2-13-2023 — Date