

TIMBER NOTICE OF SALE

SALE NAME: LICORICE ROOT AGREEMENT NO: 30-103624

AUCTION: November 14, 2023 starting at 10:00 a.m., COUNTY: Mason

South Puget Sound Region Office, Enumclaw, WA

SALE LOCATION: Sale located approximately 14 miles northwest of Hoodsport, WA

PRODUCTS SOLD

AND SALE AREA: All timber, except trees marked with blue paint or bounded out by yellow leave tree area

tags, snags, and down wood greater than 5 years from the day of the sale, bounded by the following: white Timber Sale Boundary tags and the 2580 Road in Unit #1; white Timber Sale Boundary tags, the 2580 Road, and private property marked with yellow USFS tags and pink ribbon in Unit #2; white Timber Sale Boundary tags, timber type change marked with pink flagging, private property marked with yellow USFS tags and

pink ribbon in Unit #3;

All timber bounded by orange Right of Way tags in Unit #4;

All forest products above located on part(s) of Sections 3 and 4 all in Township 24

North, Range 3 West, W.M., containing 111 acres, more or less.

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert

no: BVC-SFIFM-018227)

ESTIMATED SALE VOLUMES AND QUALITY:

Avg Ring			Total	otal MBF by Grade									
Species	DBH C	ount	MBF		1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	14.9	9	2,663							1,003	1,264	388	8
Hemlock	12.1		652							115	354	146	37
Redcedar	13.5		200								115	85	
Red alder	12.9		25							5	3	17	
Cottonwood	23		10							10			
Sale Total			3,550										

MINIMUM BID: \$1,040,000.00 BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$100,000.00 SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2026 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$104,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

HARVEST METHOD: Harvest activities are estimated to be 80 percent uphill cable, 15 percent downhill cable

and 5 percent ground based harvest. Cable and ground based equipment, with self-leveling equipment limited to sustained slopes of 60 percent or less, ground based equipment limited to sustained slopes of 45 percent or less and tracked ground based equipment limited to sustained slopes of 35 percent or less. Yarding may be restricted

during wet weather if rutting becomes excessive, per clause H-017.

Page 1 of 2 9/27/2023



TIMBER NOTICE OF SALE

Falling, yarding, timber haul will not be permitted on weekends or State recognized holidays, unless approved in writing by the Contract Administrator.

ROADS:

45.34 stations of optional construction. 30.71 stations of optional reconstruction. 274.14 stations of required prehaul maintenance. 292.25 stations of post-haul maintenance. 31.37 stations of abandonment, if constructed. 24.11 stations of abandonment, if used. Purchaser maintenance on the 2510, 2572, 2573 and 2580 roads and Spurs 1 and 2. Designated maintenance on all other roads used.

Rock for this proposal can be obtained from the State Owned 2510 Pit at no cost to the Purchaser or any commercial source at the Purchaser's expense. Rock source development is to be per Section 6 in the Road Plan and according to the Rock Source.

Operation of road construction equipment and rock haul will not be permitted on weekends or State recognized holidays, unless authority to do so is granted in writing by the Contract Administrator.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage was determined by traversing boundaries by GPS and by multiplying length

times width. GPS data files are available at DNR's website for timber sale packets. See

cruise narrative for cruise method.

FEES: \$60,350.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in

addition to the bid price.

SPECIAL REMARKS: This sale contains Douglas-fir high quality poles and saw logs.

Tailhold restriction areas for slope stability protection are located near Units #1, #2, and

#3.

Non-tradeable leave trees and clumps are located within Units #1, #2, and #3.

Full bench construction is associated with portions of Spurs 1 and 2 per Road Plan clause

4-12.

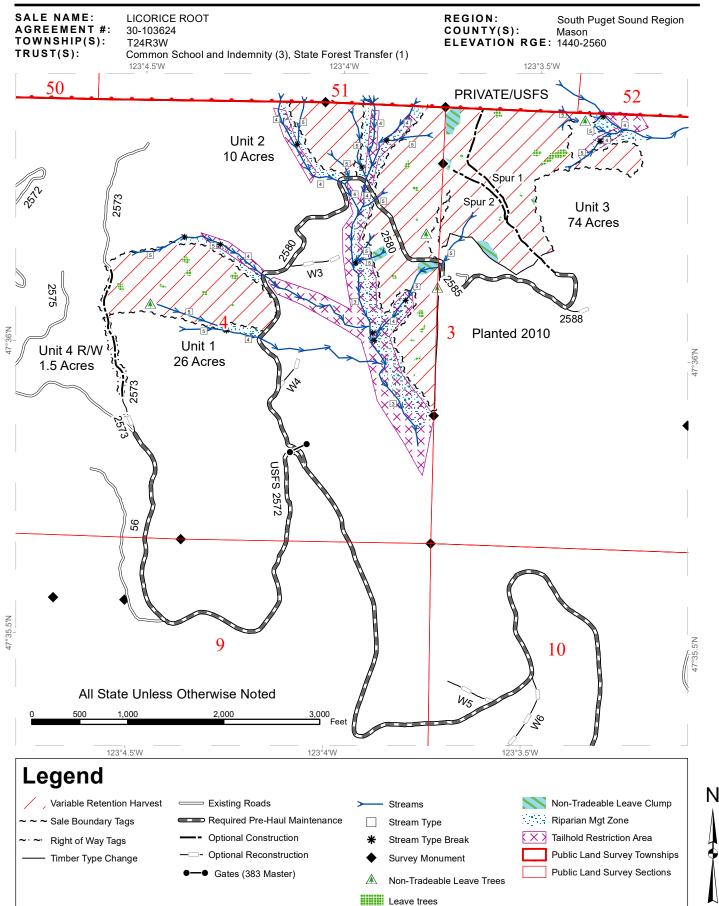
Downhill yarding within Unit #2 and #3 is likely necessary.

Note to cruisers and appraisers: Please refrain from leaving pink, orange or blue flagging from your cruises in or around the sale area to avoid confusion with DNR's marking. Additionally, for the safety of the public, please remove from roads all string from string

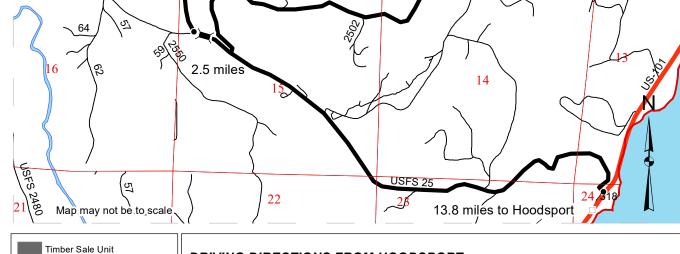
boxes used during appraising or cruising this sale.

See map for gate locations. Gate keys may be obtained by contacting the South Puget Sound Region Office at 360-825-1631 or by contacting Jeremy Homer at 360-520-1409.

Page 2 of 2 9/27/2023



DRIVING MAP SALE NAME: LICORICE ROOT South Puget Sound Region REGION: AGREEMENT#: 30-103624 COUNTY(S): Mason TOWNSHIP(S): T24R3W ELEVATION RGE: 1440-2560 Common School and Indemnity (3), State Forest Transfer (1) TRUST(S): T25R03W 50 51 52 35 Unit 2 Unit3 0.5 mile USFS 0.7 mile Unit 1 3 Unit 4 0.3 mile 2510 Pit 1.0 milé 2531 2.8 mile 10 3.7 Miles T24R0 251



Haul Route
Other Road
Highway
Milepost Markers
Bridge
UIIII Culvert
Distance Indicator
Gate (383 Master)
Rock Pit

DRIVING DIRECTIONS FROM HOODSPORT:

Travel north on US-101 for 13.8 miles. Left onto USFS 25 Road for 2.5 miles. Right on the USFS 2572 Road for 2.8 miles. Right on the 2580 Road (gate #36) for 0.3 miles to Unit 1, Continue for 0.5 miles to Unit 2 then continue for 0.7 miles to Unit 3.

To rock pit: Left on USFS 25 Road for 2.3 miles. Right on the USFS 2510 Road for 3.7 miles to pit.

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

Export Restricted Lump Sum AGREEMENT NO. 30-103624

SALE NAME: LICORICE ROOT

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

9/27/2023 1 of 27 Agreement No. 30-103624

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on November 14, 2023 and the sale was confirmed on _______. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees marked with blue paint or bounded out by yellow leave tree area tags, snags, and down wood greater than 5 years from the day of the sale, bounded by the following: white Timber Sale Boundary tags and the 2580 Road in Unit #1; white Timber Sale Boundary tags, the 2580 Road, and private property marked with yellow USFS tags and pink ribbon in Unit #2; white Timber Sale Boundary tags, timber type change marked with pink flagging, private property marked with yellow USFS tags and pink ribbon in Unit #3;

All timber bounded by orange Right of Way tags in Unit #4;

All forest products above located on approximately 111 acres on part(s) of Sections 3, and 4 all in Township 24 North, Range 3 West W.M. in Mason County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State

9/27/2023 2 of 27 Agreement No. 30-103624

that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2026.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

9/27/2023 3 of 27 Agreement No. 30-103624

- d. Payment of an amount based on 12 percent interest per annum on the unpaid portion of the total contract price.
 - All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.
- e. Payment of \$1,099.00 per acre per annum for the acres on which an operating release has not been issued in the harvest units.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.
- G-053 Surveys Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

9/27/2023 4 of 27 Agreement No. 30-103624

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

G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in

9/27/2023 5 of 27 Agreement No. 30-103624

this paragraph void, be deemed a breach of the contract and may subject Purchaser to liability for violation of the Endangered Species Act.

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

G-063 Incidental Take Permit Notification Requirements

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

G-064 Permits

Purchaser is responsible for obtaining any permits not already obtained by the State that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project

9/27/2023 6 of 27 Agreement No. 30-103624

Approval permits obtained by the State shall be transferred to Purchaser. Purchaser is responsible for all permits, amendments and renewals.

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to Purchaser will be limited to a return of the initial deposit,

9/27/2023 7 of 27 Agreement No. 30-103624

unapplied payments, and credit for unamortized improvements made by Purchaser. The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

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

G-116 Sustainable Forestry Initiative® (SFI®) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

9/27/2023 8 of 27 Agreement No. 30-103624

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

The repair work identified by the State shall be promptly completed by Purchaser at an agreed price. The State may elect to accomplish repairs by means of State-provided resources.

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

Nothing contained in clauses G-120 and G-121 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or

9/27/2023 9 of 27 Agreement No. 30-103624

negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials. Authorization to haul does not warrant that Purchaser built roads are free from material defect and the State may require additional work, at Purchasers expense regardless of cost, to remedy deficiencies at any time.

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

9/27/2023 10 of 27 Agreement No. 30-103624

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

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

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

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

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

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

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

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

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

9/27/2023 11 of 27 Agreement No. 30-103624

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

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

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

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

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

G-160 Agents

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

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

9/27/2023 12 of 27 Agreement No. 30-103624

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

9/27/2023 13 of 27 Agreement No. 30-103624

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

9/27/2023 14 of 27 Agreement No. 30-103624

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; on Spurs 1 and 2, and the 25, 2510, 2572,

9/27/2023 15 of 27 Agreement No. 30-103624

2573, 2580 and 2588 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-380 Road Easement and Road Use Permit Requirements

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

Easement #55-000429 between the United States of America, acting by and through the Forest Service, Department of Agriculture and the State of Washington, Department of Natural Resources, dated January 22, 1969.

G-396 Public Hauling Permit

The hauling of forest products, rock or equipment may require a state, county, or city hauling permit. Purchaser is responsible for obtaining any necessary permit and any costs associated with extra maintenance or repair levied by the permitting agency. Purchaser must provide the Contract Administrator with a copy of the executed permit.

G-430 Open Fires

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

9/27/2023 16 of 27 Agreement No. 30-103624

G-450 Encumbrances

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

To be determined approximately one month prior to sale.

Section P: Payments and Securities

P-011 Initial Deposit

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in Clause P-020, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$92,300.00. The total contract price consists of a \$0.00 contract bid price plus \$92,300.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report

9/27/2023 17 of 27 Agreement No. 30-103624

of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Purchaser shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the

9/27/2023 18 of 27 Agreement No. 30-103624

Contract Administrator. Purchaser may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for unit 3. The plan shall address the tailhold restriction areas and cable roads in reprod, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable and ground based equipment, with self-leveling equipment limited to sustained slopes of 60 percent or less, ground based equipment limited to sustained slopes of 45 percent or less and tracked ground based equipment limited to sustained slopes of 35 percent or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

9/27/2023 19 of 27 Agreement No. 30-103624

- H-125 Log Suspension Requirements
 - Lead-end suspension is required for all yarding activities.
- H-126 Tailholds on State Land

If Purchaser tailholds on State land, methods to minimize damage to live trees outside the sale area shall be employed and must be approved in writing by the Contract Administrator.

H-127 Tailholds on Private Land

If Purchaser chooses to tailhold on private property, Purchaser shall obtain permit(s) and assumes responsibility for all costs and damages associated with the permit(s). Purchaser must provide the State with a copy of the executed permit(s) or a letter from the landowner indicating that a satisfactory tailhold permit(s) has been consummated between Purchaser and the landowner.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. The hauling of forest products will not be permitted on weekends and state recognized holidays unless authorized in writing by the Contract Administrator.
- B. Equipment limitation zones are required within 30 feet of Type 5 streams.
- C. Equipment crossings in Type 5 streams require Contract Administrator approval. Approved crossings require bank and channel protection and clean out.
- D. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- E. Limit impact to reprod stand with a maximum of two corridors, if yarding uphill on the 2580 road to the bottom of Unit 3.
- F. Provide, install, maintain caution signs approved by the Contract Administrator along the haul route at locations to be determined by the Contract Administrator.
- G. To facilitate proper reforestation in areas of high slash concentrations, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at a 12 foot by 12 foot spacing.
- H. Notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- I. In the event operations become inactive for long periods of time, skid trails shall be water barred prior to completion of yarding tributary timber to prevent water accumulation and sediment movement, if required by the Contract Administrator.

9/27/2023 20 of 27 Agreement No. 30-103624

J. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Leave 2 down logs per acre. A log is defined as having a minimum diameter of 12 inches on the small end of the log and a minimum length of 20 feet or at least 100 board feet.
- B. Areas restricting operations due to protection of potentially unstable slopes are located within and outside the sale boundary.
 - Locations inside the sale boundary of Units 1 and 3 are identified as Non-Tradeable Leave Trees marked with yellow Leave Tree Area tags as shown on the Timber Sale and Logging Plan Maps inside which no trees may be used as tailholds and no equipment may operate within, nor logs felled into or yarded through or over.
 - Locations outside the sale boundary are identified as Tailhold Restriction Areas on the Logging Plan and Timber Sale Maps. Trees within these areas shall not be used as tailholds.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 4/20/2023 are hereby made a part of this contract.

9/27/2023 21 of 27 Agreement No. 30-103624

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on Spurs 1 and 2, and USFS 25, 2510, 2572, 2573, and 2588. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

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

C-140 Water Bars

Purchaser shall, as directed by the Contract Administrator, construct water bars across haul roads, skid trails and fire trails as necessary to control soil erosion and water pollution.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

9/27/2023 22 of 27 Agreement No. 30-103624

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-040 Noxious Weed Control

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

Slash or debris which enters any stream as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-110 Resource Protection

No yarding and rubber tired equipment may operate within Riparian or Wetland Management Zones unless authority is granted in writing by the Contract Administrator.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

9/27/2023 23 of 27 Agreement No. 30-103624

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

9/27/2023 24 of 27 Agreement No. 30-103624

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

9/27/2023 25 of 27 Agreement No. 30-103624

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	Don Melton, Acting South Puget Sound Region Manager
Print Name	_ South Fuger Sound Region Manager
Date:Address:	Date:

9/27/2023 26 of 27 Agreement No. 30-103624

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

STATE OF)			
COUNTY OF _)			
On this	day of		, 20	_, before me pe	ersonally
				e known to of the co	
and on oath stated the	act and deed of the corp hat (he/she was) (they w EREOF, I have hereunto tten.	ere) authorized t	to execute sa	aid instrument.	
		Notary :	Public in an	d for the State of	·
		My app	ointment ex	pires	

9/27/2023 27 of 27 Agreement No. 30-103624



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: South Puget Sound

Timber Sale Name: Licorice Root

Application Number: 30-103624

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 1,397 linear feet

Road to be constructed (optional and required) but not abandoned

Reconstruction: 660 linear feet

Road to be reconstructed (optional and required) but not abandoned

Abandonment: linear feet

Abandonment of existing roads not reconstructed under the contract

Decommission: linear feet

Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 27,414 linear feet

Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 3,137 linear feet

Roads to be constructed (optional and required) and

then abandoned

2,411 linear feet

Temporary Reconstruction:

Roads to be reconstructed (optional and required) and

then abandoned

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Licorice Root	Region: South Puget Sound
Agreement #: 30-103624	District: Hoodcanal
Contact	Phone/
Forester: John Coble	Location: (360)-801-6915 Ext: /
Alternate	Phone/
Contact: Jeremy Homer	Location: (360)-520-1409 Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump Sum Required or Optional removal of utility as pulp (for scale sales only): Optional Evaluated for RFRS Implementation?: Yes
Percentage cable-uphill: 80% Percentage cable-downhill: 15% Percentage ground based: 5%
Species Onsite: RC DF WH DRA DBC DBIM DNF DSF DSS Dother: (Please List)

UNIT ACREAGES* AND METHOD OF DETERMINATION:

				Deductions from Gross Acres (No harvest acres)					Acreage
Unit # Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acres	Determination (List method, dimensions and error of closure if applicable)
1	Sec 4 / T 24N/ R 03 W	01,03	26.4	0	0.5	0	0	25.9	GPS, LxW
2	Sec 4/ T 24N/ R 03 W	03	10	0	0	0	0	10	GPS, LxW
3	Sec 3,4 / T 24N/ R 03 W	03	78.7	0	3.9	1.2	0	73.6	GPS, LxW
4 R/W	Sec 4/ T 24N/ R 03 W	03	1.5	0	0	0	0	1.5	GPS, LxW
TOTAL ACRES			116.6	0	4.4	1.2	0	111.0	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species.
1	VRH with blue painted and yellow tagged clumps	None	212 leave trees
2	VRH with blue painted leave trees.	None	81 leave trees
3	VRH with blue painted and yellow tagged clumps	None	792 leave trees
4			
R/W	R/W with orange tags and orange ribbon	None	None

OTHER PRE-CRUISE INFORMATION:

REMARKS:

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise	#36 383 Master	See attached maps.
2		#36 383 Master	See attached maps.
3		#36 383 Master	See attached maps.
4			
R/W		None	See attached maps.

Prepared By: John Coble	Title: NRS2	CC:	
i repared by domin dobie	THIC. HINOZ	00.	
Date:			

Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)

Timber Sale Cruise Report Licorice Root

Sale Name: LICORICE ROOT

Sale Type: LUMP SUM
Region: SO PUGET
District: HOOD CANAL

Lead Cruiser: Aaron Coleman Other Cruisers: Phil Kirner

Cruise Narrative:

This sale consists of 3 variable retention harvest (VRH) units and 1 right-of-way (R/W) unit located off the 2580 road in the Hood Canal State Forest. No keys were need for access and all roads are in good condition.

The primary species for this sale is as follows:

Douglas-fir (75%) with an average diameter of 14 inches.

Western hemlock (18%) with an average diameter of 12 inches.

Western red cedar (5%) with an average diameter of 13 inches.

All units contain pole-quality trees, which were captured on VP plots. Though all of the units are majority cable ground, there are areas where shovel/tethered logging would work, especially in Unit 3. Mostly a DF dominant stand, with areas of a DF/WH cohort. Higher form, larger DBH/height trees present at the lower elevations.

Most commonly observed defect was broken/forked tops, sweep, frost crack.

NET acres were used as cruise acres. Plots that fell within or next to leave tree clumps and roads were NOT sampled.

Timber Sale Notice Volume (MBF)

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility	
DF	14.9	8.8		2,664	1,003	1,265	388	8	
WH	12.1			652	115	355	146	37	
RC	13.5			200		115	85		
RA	12.9			25	5	3	17		
BC	23.0			10	10				
ALL	13.7	8.8		3,550	1,133	1,738	635	44	

Timber Sale Notice Weight (tons)

	Tons by Grade						
Sp	All	2 Saw	3 Saw	4 Saw	Utility		
DF	20,685	6,959	10,318	3,341	68		
WH	6,201	1,022	3,446	1,432	301		
RC	2,178		1,385	793			

	Tons by Grade							
Sp	All	2 Saw	3 Saw	4 Saw	Utility			
RA	266	36	25	204				
ВС	62	62						
ALL	29,391	8,079	15,174	5,770	369			

Timber Sale Overall Cruise Statistics

BA	BA SE	V-BAR	V-BAR SE		
(sq ft/acre)	(%)	(bf/sq ft)	(%)	(bf/acre)	(%)
254.1	3.8	125.4	2.5	31,986	4.6

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
LICORICE ROOT U1	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	25.9	26.4	26	13	0
LICORICE ROOT U2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	10.0	10.0	10	5	0
LICORICE ROOT U3	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	73.6	78.7	73	36	0
LICORICE ROOT U4	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.5	1.5	3	3	0
All		111.0	116.7	112	57	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
ВС	LIVE	2 SAW	Domestic	13.5	40	91	91	0.0	61.5	10.1
BC	LIVE	CULL	Cull	7.1	22	6	0	100.0	0.0	0.0
DF	LIVE	2 SAW	Domestic	15.0	36	2,425	2,323	4.2	1,854.6	257.8
DF	LIVE	2 SAW	HQ-B	14.6	39	4,067	4,021	1.1	3,045.3	446.3
DF	LIVE	2 SAW	Pole	14.3	40	2,708	2,696	0.4	2,059.5	299.2
DF	LIVE	3 SAW	Domestic	7.3	39	3,526	3,458	1.9	3,346.0	383.8
DF	LIVE	3 SAW	HQ-B	9.8	38	5,020	4,984	0.7	4,393.4	553.2
DF	LIVE	3 SAW	Pole	9.7	40	2,955	2,955	0.0	2,578.2	328.0
DF	LIVE	4 SAW	Domestic	5.5	27	3,536	3,493	1.2	3,340.5	387.7
DF	LIVE	CULL	Cull	6.8	18	48	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	5.1	18	68	68	0.0	67.5	7.5
RA	LIVE	2 SAW	Domestic	12.1	30	46	46	0.0	36.1	5.1
RA	LIVE	3 SAW	Domestic	10.5	20	32	27	15.5	25.1	3.0

2 of 12

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
RA	LIVE	4 SAW	Domestic	7.2	28	179	153	14.7	204.3	17.0
RC	LIVE	3 SAW	Domestic	9.7	36	1,299	1,033	20.5	1,384.8	114.6
RC	LIVE	4 SAW	Domestic	5.4	28	764	764	0.0	792.7	84.8
RC	LIVE	CULL	Cull	5.0	12	19	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	15.2	40	1,191	1,034	13.2	1,021.8	114.7
WH	LIVE	3 SAW	Domestic	8.7	40	3,397	3,199	5.8	3,446.0	355.1
WH	LIVE	4 SAW	Domestic	5.3	26	1,325	1,310	1.2	1,432.3	145.4
WH	LIVE	CULL	Cull	5.7	30	30	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.3	23	331	331	0.0	301.1	36.8

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
ВС	5 - 7	LIVE	Cull	7.1	22	0	100.0	0.0	0.0
BC	8 - 11	LIVE	Domestic	11.1	40	31	0.0	19.0	3.4
BC	12 - 15	LIVE	Domestic	15.8	40	60	0.0	42.5	6.7
DF	5 - 7	LIVE	Pulp	5.2	20	68	0.0	67.5	7.5
DF	5 - 7	LIVE	Cull	5.3	13	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	5.7	30	5,514	1.1	5,326.8	612.1
DF	5 - 7	LIVE	Pole	7.3	40	261	0.0	247.8	28.9
DF	8 - 11	LIVE	Cull	8.6	24	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.2	36	1,437	3.4	1,359.7	159.5
DF	8 - 11	LIVE	HQ-B	9.7	38	4,728	0.8	4,182.8	524.8
DF	8 - 11	LIVE	Pole	9.9	40	2,694	0.0	2,330.4	299.1
DF	12 - 15	LIVE	HQ-B	13.4	38	2,603	1.1	2,085.1	289.0
DF	12 - 15	LIVE	Pole	13.6	40	2,112	0.6	1,662.0	234.4
DF	12 - 15	LIVE	Domestic	13.8	38	1,427	2.5	1,124.1	158.4
DF	16 - 19	LIVE	Pole	17.2	40	584	0.0	397.4	64.9
DF	16 - 19	LIVE	Domestic	17.4	40	895	6.8	730.5	99.4
DF	16 - 19	LIVE	HQ-B	17.8	38	1,524	1.2	1,074.7	169.2
DF	20+	LIVE	HQ-B	20.7	34	149	0.0	96.1	16.6
RA	5 - 7	LIVE	Domestic	5.7	28	93	12.6	124.7	10.3
RA	8 - 11	LIVE	Domestic	9.6	22	87	17.1	104.8	9.7
RA	12 - 15	LIVE	Domestic	12.1	30	46	0.0	36.1	5.1
RC	5 - 7	LIVE	Cull	5.0	12	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	5.6	29	994	0.3	1,013.6	110.4
RC	8 - 11	LIVE	Domestic	9.6	37	501	25.7	761.7	55.6
RC	12 - 15	LIVE	Domestic	13.7	35	255	22.5	345.9	28.3

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RC	16 - 19	LIVE	Domestic	18.6	36	46	24.9	56.3	5.1
WH	5 - 7	LIVE	Pulp	5.1	22	244	0.0	221.4	27.1
WH	5 - 7	LIVE	Cull	5.7	30	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	5.7	30	2,061	3.6	2,329.0	228.8
WH	8 - 11	LIVE	Domestic	9.9	40	2,448	5.3	2,549.3	271.7
WH	12 - 15	LIVE	Pulp	13.2	40	88	0.0	79.7	9.7
WH	12 - 15	LIVE	Domestic	14.0	40	808	10.0	795.9	89.7
WH	16 - 19	LIVE	Domestic	17.9	40	225	22.8	225.8	25.0

Cruise Unit Report LICORICE ROOT U1

Unit Sale Notice Volume (MBF): LICORICE ROOT U1

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
DF	18.3			586	376	161	44	6			
WH	12.2			230	52	114	26	37			
RC	11.8			64		33	31				
RA	13.5			7		3	4				
ALL	14.1			887	428	311	105	43			

Unit Cruise Design: LICORICE ROOT U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	25.9	26.4	26	13	0

Unit Cruise Summary: LICORICE ROOT U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	28	66	2.5	1
WH	24	35	1.3	0
RC	7	19	0.7	0
RA	2	2	0.1	0
ALL	61	122	4.7	1

Unit Cruise Statistics: LICORICE ROOT U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	138.2	71.5	14.0	163.8	31.6	6.0	22,639	78.2	15.2
WH	73.3	109.1	21.4	120.9	37.4	7.6	8,860	115.3	22.7
RC	39.8	166.7	32.7	62.0	25.9	9.8	2,465	168.7	34.1
RA	4.2	509.9	100.0	63.2	3.0	2.1	265	509.9	100.0
ALL	255.4	47.8	9.4	134.0	42.6	5.5	34,229	64.0	10.8

Unit Summary: LICORICE ROOT U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	28	ALL	18.3	83	105	23,269	22,639	2.7	75.7	138.2	32.3	586.3
RA	LIVE	CUT	2	ALL	13.5	59	72	361	265	26.6	4.2	4.2	1.1	6.9
RC	LIVE	CUT	7	ALL	11.8	46	56	2,849	2,465	13.5	52.4	39.8	11.6	63.9
WH	LIVE	CUT	24	ALL	12.2	57	70	9,328	8,860	5.0	90.3	73.3	21.0	229.5
ALL	LIVE	CUT	61	ALL	14.5	63	78	35,807	34,229	4.4	222.6	255.4	66.0	886.5
ALL	ALL	ALL	61	ALL	14.5	63	78	35,807	34,229	4.4	222.6	255.4	66.0	886.5

Cruise Unit Report LICORICE ROOT U2

Unit Sale Notice Volume (MBF): LICORICE ROOT U2

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
DF	14.5			217	76	108	34	0			
WH	13.7			61	17	27	17				
RC	13.6			25		11	14				
BC	23.0			10	10						
RA	12.2			8	5		3				
ALL	14.3			322	108	145	69	0			

Unit Cruise Design: LICORICE ROOT U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	10.0	10.0	10	5	0

Unit Cruise Summary: LICORICE ROOT U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	20	30	3.0	0
WH	3	8	0.8	0
RC	2	8	0.8	0
ВС	1	1	0.1	0
RA	2	2	0.2	0
ALL	28	49	4.9	0

Unit Cruise Statistics: LICORICE ROOT U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	163.3	52.1	16.5	133.1	31.8	7.1	21,738	61.1	17.9
WH	43.6	114.9	36.3	140.2	43.3	25.0	6,106	122.8	44.1
RC	43.6	234.2	74.1	57.2	25.2	17.8	2,490	235.6	76.2
ВС	5.4	316.2	100.0	185.4	0.0	0.0	1,010	316.2	100.0
RA	10.9	316.2	100.0	75.9	56.0	39.6	826	321.1	107.6
ALL	266.8	32.6	10.3	120.6	40.1	7.6	32,170	51.6	12.8

Unit Summary: LICORICE ROOT U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ВС	LIVE	CUT	1	ALL	23.0	105	132	1,076	1,010	6.1	1.9	5.4	1.1	10.1
DF	LIVE	CUT	20	ALL	14.5	71	90	22,685	21,738	4.2	142.4	163.3	42.9	217.4
RA	LIVE	CUT	2	ALL	12.2	39	46	899	826	8.1	13.4	10.9	3.1	8.3
RC	LIVE	CUT	2	ALL	13.6	46	56	3,208	2,490	22.4	43.2	43.6	11.8	24.9
WH	LIVE	CUT	3	ALL	13.7	69	85	6,299	6,106	3.1	42.5	43.6	11.8	61.1
ALL	LIVE	CUT	28	ALL	14.2	65	81	34,167	32,170	5.8	243.4	266.8	70.7	321.7
ALL	ALL	ALL	28	ALL	14.2	65	81	34,167	32,170	5.8	243.4	266.8	70.7	321.7

Cruise Unit Report LICORICE ROOT U3

Unit Sale Notice Volume (MBF): LICORICE ROOT U3

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw				
DF	13.9	8.8		1,857	550	997	310				
WH	11.8			358	46	211	102				
RC	14.5			110		71	40				
RA	13.0			10			10				
ALL	13.5	8.8		2,335	596	1,278	461				

Unit Cruise Design: LICORICE ROOT U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	73.6	78.7	73	36	0

Unit Cruise Summary: LICORICE ROOT U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	118	254	3.5	4
WH	28	57	0.8	0
RC	20	29	0.4	0
RA	3	3	0.0	0
ALL	169	343	4.7	4

Unit Cruise Statistics: LICORICE ROOT U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	189.4	50.0	5.9	133.2	34.6	3.2	25,225	60.8	6.7
WH	42.5	140.4	16.4	114.4	38.6	7.3	4,863	145.6	18.0
RC	21.6	200.1	23.4	69.3	32.6	7.3	1,499	202.7	24.5
RA	2.2	633.3	74.1	60.5	12.9	7.5	135	633.4	74.5
ALL	255.8	37.5	4.4	124.0	39.0	3.0	31,723	54.1	5.3

Unit Summary: LICORICE ROOT U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	118	ALL	13.9	74	85	25,409	25,225	0.7	179.8	189.4	50.8	1,856.6
RA	LIVE	CUT	3	ALL	13.0	48	73	139	135	2.7	2.4	2.2	0.6	10.0
RC	LIVE	CUT	20	ALL	14.5	60	72	1,691	1,499	11.3	18.9	21.6	5.7	110.3
WH	LIVE	CUT	28	ALL	11.8	64	75	5,275	4,863	7.8	56.0	42.5	12.4	357.9
ALL	LIVE	CUT	169	ALL	13.5	71	82	32,514	31,723	2.4	257.1	255.8	69.5	2,334.8
ALL	ALL	ALL	169	ALL	13.5	71	82	32,514	31,723	2.4	257.1	255.8	69.5	2,334.8

Cruise Unit Report LICORICE ROOT U4

Unit Sale Notice Volume (MBF): LICORICE ROOT U4

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
WH	14.0			4		3	0	0			
DF	13.3			3	2	0		1			
RC	19.0			0		0					
ALL	14.3			7	2	4	0	1			

Unit Cruise Design: LICORICE ROOT U4

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.5	1.5	3	3	0

Unit Cruise Summary: LICORICE ROOT U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	2	2	0.7	0
DF	2	2	0.7	0
RC	1	1	0.3	0
ALL	5	5	1.7	0

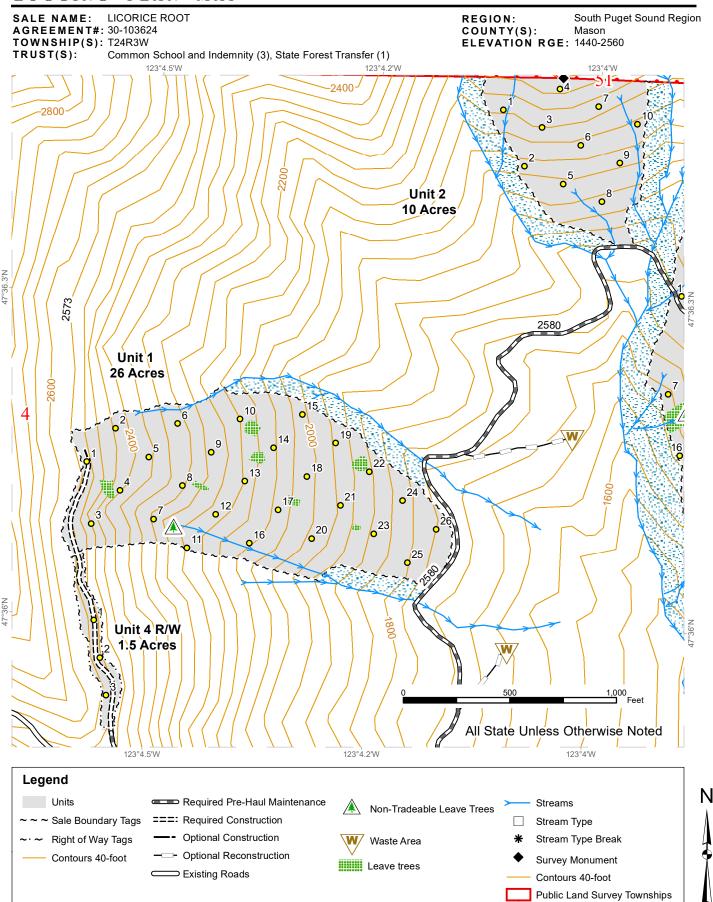
Unit Cruise Statistics: LICORICE ROOT U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	26.7	86.6	50.0	89.8	19.2	13.5	2,395	88.7	51.8
DF	26.7	86.6	50.0	86.1	60.1	42.5	2,296	105.4	65.6
RC	13.3	173.2	100.0	18.3	0.0	0.0	244	173.2	100.0
ALL	66.7	69.3	40.0	74.0	56.0	25.0	4,935	89.1	47.2

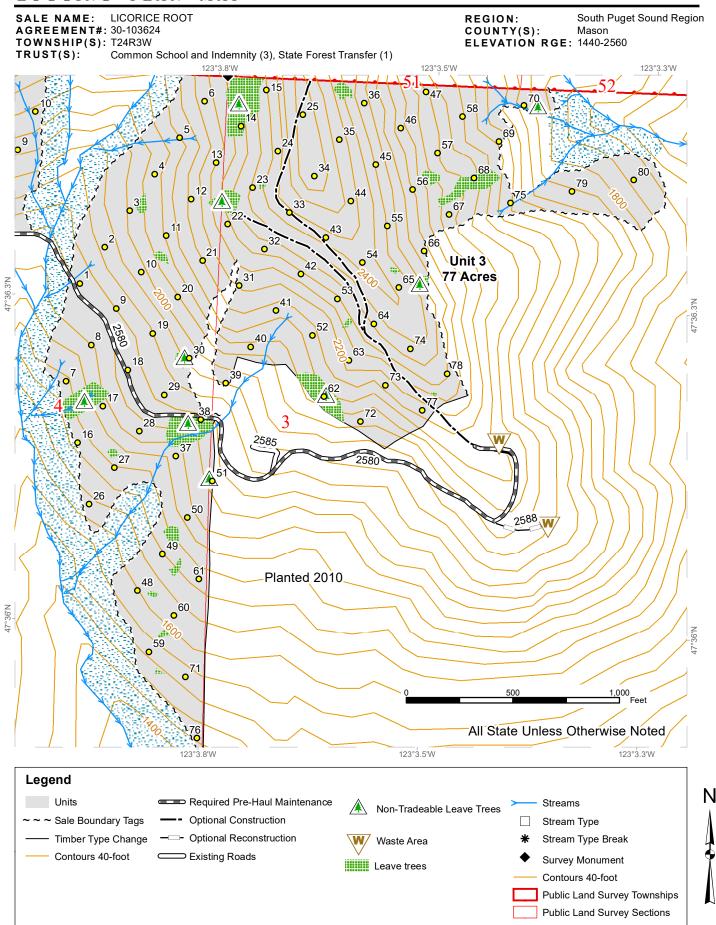
Unit Summary: LICORICE ROOT U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	2	ALL	13.3	38	45	2,296	2,296	0.0	27.6	26.7	7.3	3.4
RC	LIVE	CUT	1	ALL	19.0	50	62	488	244	50.0	6.8	13.3	3.1	0.4
WH	LIVE	CUT	2	ALL	14.0	60	74	2,395	2,395	0.0	24.9	26.7	7.1	3.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	5	ALL	14.4	49	59	5,179	4,935	4.7	59.3	66.7	17.5	7.4
ALL	ALL	ALL	5	ALL	14.4	49	59	5,179	4,935	4.7	59.3	66.7	17.5	7.4



Public Land Survey Sections





Forest Practices Application/Notification Notice of Decision

FPA/N NO.	2423311
Effective Date:	8/28/2023
•	
Expiration Date:	8/28/2026
•	
Shut Down Zone:	652 SE

Reference: Licorice Root #30-103624

⋈ Non-eligible

EARR Tax Credit: □ Eligible

<u>Decision</u>			
☐ Notification Accepted	Operations shall not begin before the effective date.		
	This Forest Practices Application is	s subject to the conditions listed	d below.
☐ Disapproved	This Forest Practices Application is	s disapproved for the reasons I	isted below.
☐ Withdrawn	Applicant has withdrawn the Fores	t Practices Application/Notifica	tion (FPA/N).
□ Closed	All forest practices obligations are	met.	
FPA/N Classification		Number of Years Grante	d on Multi-Year Request
☐ Class II ☐ Class III	☐ Class IVG ☐ Class IVS	☐ 4 years ☐ 5 years	
Conditions on Approval/R	Reasons for Disapproval		
stable condition.			
Issued By: Dave Dalzott	do	Region: South Puget So	und Region
Title: Resource Protecti	on Forester	Date: 8/30/2023	
Copies to: ⊠ La	ndowner, Timber Owner and Oper	ator	
Issued in person: 🛛 🖂 LC	D □ TO □ OP By:		Date: 08/30/23

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources South Puget Sound Region
Physical Address 1111 Israel Road SW Suite 301	Physical Address 1125 Washington Street, SE	Physical Address 950 Farman Ave N
Tumwater, WA 98501 Mailing address Post Office Box 40903 Olympia, WA 98504-0903	Olympia, WA 98504 Mailing Address Post Office Box 40100 Olympia, WA 98504-0100	Enumclaw, WA 98022 Mailing Address 950 Farman Ave N Enumclaw, WA 98022

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

Other Applicable Laws

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

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

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

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

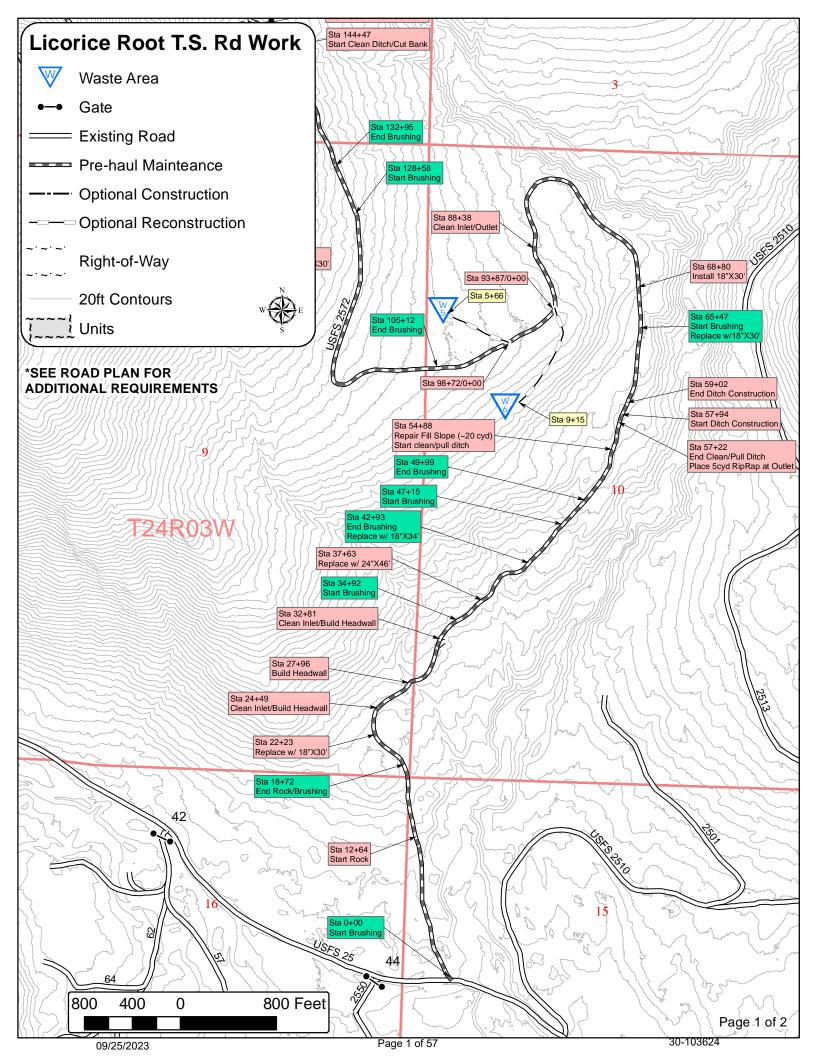
Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land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

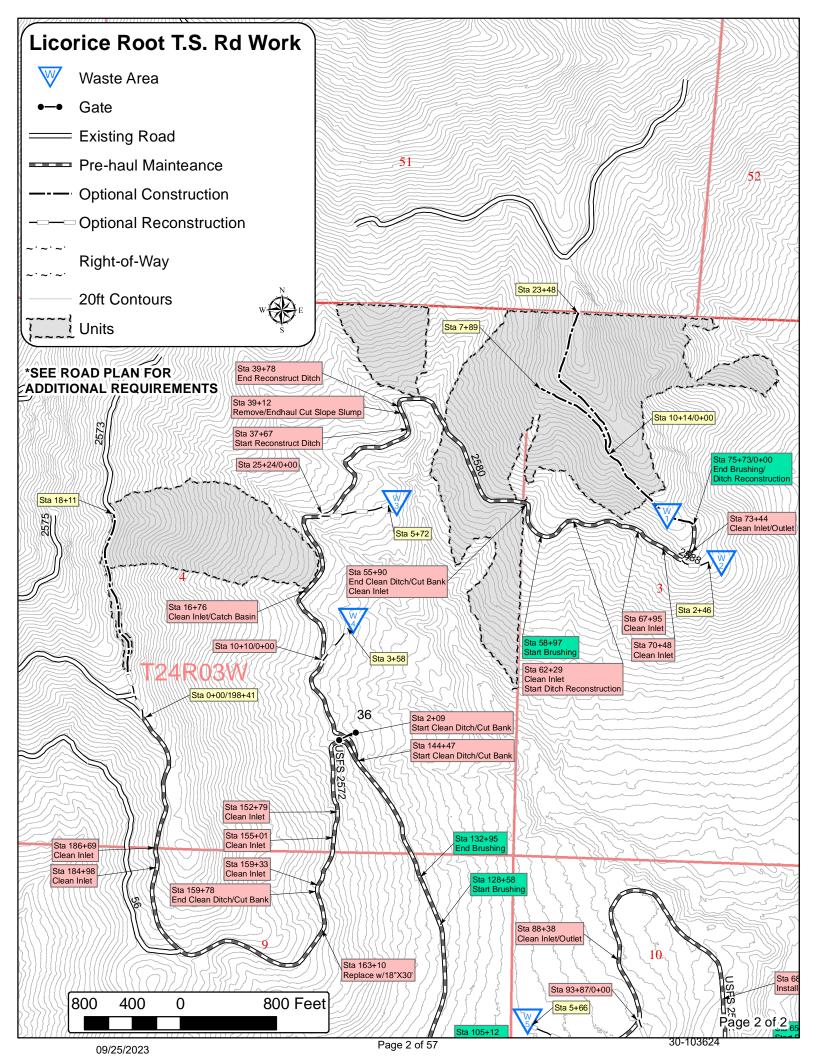
If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against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

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

DNR Declaration of Mailing

	, caused the Notice of Decision for FPA/N No. <u>24</u> stage paid. I declare under penalty of perjury of t nd correct.	•
8/30/2023 (Date)	Enumclaw, WA (City & State where signed)	(Signature)





STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

LICORICE ROOT TIMBER SALE ROAD PLAN MASON COUNTY HOODCANAL DISTRICT SOUTH PUGET SOUND REGION

AGREEMENT NO.: 30-103624 ENGINEER: Heymann

DATE: 4/20/23

SECTION 0 - SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
2572	0+00 to 198+41	Pre-haul Maintenance
2580	0+00 to 75+73	Pre-haul Maintenance
Spur 1	0+00 to 23+48	Abandonment – if constructed
Spur 2	0+00 to 7+89	Abandonment – if constructed
2572	0+00 to 198+41	Post Haul Maintenance
2573	0+00 to 18+11	Post Haul Maintenance
2580	0+00 to 75+73	Post Haul Maintenance
W3	0+00 to 5+72	Abandonment - if used
W4	0+00 to 3+58	Abandonment – if used
W5	0+00 to 5+66	Abandonment – if used
W6	0+00 to 9+15	Abandonment – if used

0-3 OPTIONAL ROADS

The specified work on the following roads is not required. Any optional roads built by the Purchaser must meet all the specifications in the road plan.

Road	<u>Stations</u>	<u>Type</u>
2573	0+00 to 4+14	Reconstruction
2573	4+14 to 18+11	Construction
Spur 1	0+00 to 23+48	Construction
Spur 2	0+00 to 7+89	Construction
W2	0+00 to 2+46	Reconstruction –waste area 2588 Rd
W3	0+00 to 5+72	Reconstruction – waste area
W4	0+00 to 3+58	Reconstruction – waste area

W5	0+00 to 5+66	Reconstruction – waste area
W6	0+00 to 9+15	Reconstruction – waste area

0-4 CONSTRUCTION

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

clearing;

grubbing;

right-of-way debris disposal;

excavation and/or embankment to subgrade;

landing construction;

acquisition and installation of drainage structures;

acquisition, manufacture, and application of rock;

road abandonment.

0-5 RECONSTRUCTION

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

clearing existing excavation and embankment slopes;

grubbing existing excavation and embankment slopes;

right-of-way debris disposal;

pulling ditches;

cleaning ditches;

constructing ditches;

acquisition and installation of additional drainage structures;

grading and shaping existing road surface and turnouts;

compaction of road surface;

acquisition, manufacture, and application of rock.

0-6 PRE-HAUL MAINTENANCE

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

brushing right-of-way;

removing fallen right-of-way debris;

pulling ditches;

cleaning ditches;

constructing catch basin and headwall;

cleaning culvert inlets and outlets;

cross drain culvert replacement;

acquisition and installation of additional drainage structures;

acquisition and placement of riprap;

acquisition and placement of borrow for fill slope failure;

removing cutslope slumps;

grading and shaping existing road surface and turnouts;

removing berms from road shoulders;

spot rocking.

0-7 POST-HAUL MAINTENANCE

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

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:

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

- 6. Standard Details.
- 7. Road Work maps.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Purchaser shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation.

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state's marked location.

1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes and reference points set in the field for grade and alignment. Reconstruction of existing road grades must conform to the original location except where construction staked or designed.

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-23 ROAD WORK PHASE APPROVAL

Purchaser shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Drainage installation & Subgrade compaction
- Rock compaction

1-25 ACTIVITY TIMING RESTRICTION

The operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 ASPHALT SURFACE RESTRICTION

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

If tracked equipment is used on asphalt surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the asphalt surface(s) and have surface(s) evaluated by the Region Engineer or their designee for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser's expense, as directed by the Contract Administrator.

Purchaser shall have asphalt surfaces reviewed by a third party, specializing in asphalt construction and repair. The third party's scope of the damage and repairs must be agreed upon between the Purchaser and the Contract Administrator. Damage to the asphalt from transporting equipment will be repaired at the Purchaser's expense.

1-33 SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface before rock application and/or timber haul. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

<u>Road</u>	<u>Stations</u>
2572	0+00 to 198+41
2580	0+00 to 75+73

2-6 CLEANING CULVERTS

On the following road(s), Purchaser shall clean the inlets and outlets of culverts listed below

<u>Road</u>	<u>Stations</u>
2572	24+49, 32+81, 88+38, 152+79, 155+01, 184+98 & 186+69
2580	16+76, 55+90, 62+29, 67+95, 70+48 & 73+44

2-7 CLEANING DITCHES, HEADWALLS, CUT BANK AND CATCH BASINS

On the following road(s), Purchaser shall clean ditches, headwalls, cut bank and catchbasins. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION SHEET dimensions.

<u>Road</u>	<u>Stations</u>
2572	54+88 to 57+22, 144+47 to 159+78
2580	2+09 to 55+90, 62+29, 67+95, 70+48 & 73+44

2-8 RECONSTRUCT DITCH

On the following road(s), Purchaser shall reconstruct ditches. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION SHEET dimensions.

<u>Road</u>	<u>Stations</u>
2572	57+94 to 59+02
2580	37+67 to 39+78

3-1 BRUSHING

On the following road(s),>Purchaser shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
2572	0+00 to 18+72, 34+92 to 42+93, 47+15 to 49+99,
	65+47 to 105+12, 128+58 to 132+95
2580	58+97 to 75+73

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-8 PROHIBITED DECKING AREAS

Purchaser shall not deck right-of-way timber in the following areas:

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 65%.
- Against standing trees.

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Purchaser shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Grubbing must be completed before starting excavation and embankment.

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris before rock application and/or timber haul.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.

- On road subgrades, or excavation and embankment slopes.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the grubbing limits in natural openings. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

SECTION 4 - EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

Purchaser shall use a track mounted hydraulic excavator for construction work involving pioneering, clearing and grubbing, unless authorized in writing by the Contract Administrator.

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. In addition, the following actions must be taken as pioneering progresses:

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings must be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment except as designed:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.

4-5 CUT SLOPE RATIO

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

<u> </u>	Excavation Slope
Slope Ratio	<u>Percent</u>
1:1	100
³ ½ :1	133
½:1	200
1/2:1	200
½:1	400
	1:1 ¾:1 ½:1 ½:1

4-6 EMBANKMENT SLOPE RATIO

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

	<u>Embankment</u>	<u>Embankment</u>
Material Type	Slope Ratio	Slope Percent
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	11/4:1	80

4-7 SHAPING CUT AND FILL SLOPE

Purchaser shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

4-12 FULL BENCH CONSTRUCTION

On the following road(s), and where side slopes exceed 45%, Purchaser shall use full bench construction for the entire subgrade width. If designated, Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

Road	Full Bench Location
Spur 1	0+00 to 23+48
Spur 2	0+00 to 7+89

4-13 REQUIRED END HAUL LOCATIONS

On the following road(s), Purchaser shall use full bench construction for the entire subgrade width, except as construction staked or designed. Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

Road	<u>Stations</u>
Spur 1	10+14 to 17+74

4-22 TURNAROUNDS

Optional Turnarounds must be no larger than 30 feet long and 30 feet wide.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

4-35 WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 70% if the waste material is and free of organic debris. On side slopes greater than 70%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in areas identified or approved by the Contract Administrator. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	Waste Area Location	<u>Comment</u>
Spur 1 (W1)	1+77 to 2+15	Old landing
2588 (W2)	1+38 to 2+46	Old road/landing – 18ft max pile width on road grade
2580 (W3-1)	25+24 – old spur right	Reopen old spur 0+00 to 5+77 – 18ft max pile width on road grade
2580 (W4-1)	10+10 – old spur right	Reopen old spur 0+00 to 7+65 – 18ft max pile width on road grade
2572 (W5-1)	98+72 – old spur right	Reopen old spur 0+00 to 5+66 – 18ft max pile width on road grade
2572 (W6-1)	93+87 – old spur right	Reopen old spur 0+00 to 9+15 – 18ft max pile width on road grade

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 70%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

4-46 COMMON BORROW

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

4-47 BORROW MATERIAL

Borrow material may not contain more than 5% clay, organic debris, or trash by volume.

4-49 BORROW SOURCE

Purchaser shall obtain borrow material from borrow sources identified or approved by the Contract Administrator. Development of the borrow source must be in accordance with a written BORROW SOURCE DEVELOPMENT PLAN to be submitted by the Purchaser and approved in writing by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Yards</u>
Borrow 1	2572 – Sta 62+03 Right side in-bound berm	Approximately 20 cubic yards

4-50 BORROW APPLICATION

Purchaser shall apply borrow in accordance with quantities shown below. Borrow must be spread, shaped, and compacted full width concurrent with hauling operations.

Road	<u>Stations</u>	Cubic Yards	<u>Comments</u>
2572	54+88	20	Repair fill slope failure

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed or reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application and/or timber haul.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

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

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-24.

5-7 USED CULVERT MATERIAL

On the following road(s), Purchaser may install used culverts. All other culverts must have new culverts installed.

<u>Road</u>	<u>Stations</u>
Spur 1	0+00 to 23+48

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT LIST that are not installed will become the property of the state. Purchaser shall stockpile materials as directed by the Contract Administrator.

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except for temporary culverts. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 - ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Purchaser. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source(s), a joint operating plan must be developed. All parties shall follow this plan.

Source	<u>Location</u>	Rock Type
2510 Pit	SW ¼ SW ¼ Sec 2 T24N R03W	3 Inch Jaw Run/Quarry Spalls/
		Light Loose Rip Rap

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources will be subject to written approval by the Contract Administrator before their use.

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator.

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications, unless otherwise specified in the ROCK SOURCE DEVELOPMENT PLAN:

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

Material	Maximum Slope Ratio (Horiz. :Vert.)	Maximum Slope Percent
Sand	2:1	50
Gravel	1.5:1	67
Common Earth	1:1	100
Fractured Rock	0.5:1	200
Solid Rock	0:1	vertical

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

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

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

6-21 IN-PLACE PROCESSING

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clause 6-34 3-INCH JAW RUN ROCK. The use of in-place processing methods is subject to written approval by the Contract Administrator.

6-23 ROCK GRADATION TYPES

Purchaser shall provide and/or manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

6-34 3-INCH JAW RUN ROCK

% Passing 3" square sieve 100% % Passing 1 ½" square sieve 45 - 65%

Rock may contain no more than 5 percent organic debris, dirt, and trash. All percentages are by weight.

6-43 QUARRY SPALLS

% Passing 8" square sieve 100%

% Passing 3" square sieve 40% maximum % Passing 3/4" square sieve 10% maximum

Rock may not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

6-50 LIGHT LOOSE RIP RAP

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

<u>Quantity</u>	Approximate Size Range
20% to 90%	500 lbs. to 1 ton (18"- 28")
15% to 80%	50 lbs. to 500 lbs. (8"- 18")
10% to 20%	3 inch to 50 lbs. (3"- 8")

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are compacted yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

SECTION 7 – STRUCTURES

7-70 GATE CLOSURE

Purchaser shall keep gates closed and locked except during periods of haul. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed at termination of use.

SECTION 9 - POST-HAUL ROAD WORK

9-1 BARRICADES

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
Spur 1	0+00
W3	0+00
W4	0+00
W5	0+00
W6	0+00

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

Road	<u>Stations</u>	Additional Requirements
2572	0+00 to 198+41	Grade and install drivable water bars
2573	0+00 to 18+11	Grade
2580	0+00 to 75+73	Grade and install drivable waterbars

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>
Spur 1	0+00 to 23+48
Spur 2	0+00 to 7+89
W3	0+00 to 5+72
W4	0+00 to 3+58
W5	0+00 to 5+66
W6	0+00 to 9+15

9-22 ABANDONMENT

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with barricades in accordance with the attached BARRICADE DETAIL.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1.5:1.

SECTION 10 MATERIALS

10-17 CORRUGATED PLASTIC CULVERT

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

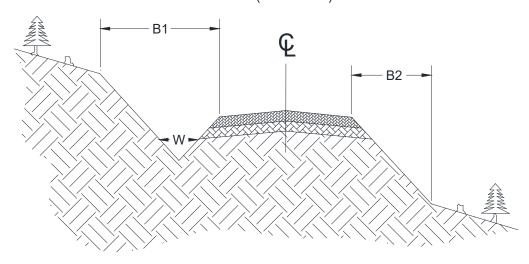
10-22 PLASTIC BAND

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

COMPACTION LIST

Road	From Station	To Station	Туре	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
2572 2573 Spur 1 Spur 2	12+64 0+00 0+00 0+00	18+72 18+11 23+48 7+89	Embankment Subgrade Rock	12	Vibratory Smooth Drum	14,000	4	3

BRUSHING DETAIL (not to scale)

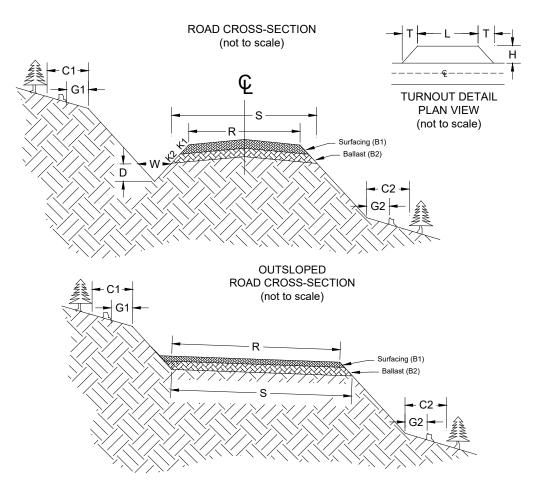


BRUSHING LIST

Road Number	From station	To station	Road Width (feet)	Dit	tch	Brushing Limits (feet)		Remarks
				Width (feet)	Depth (feet)			In addition to brushing
				W	D	B1	B2	
2572	0+00	18+72	12	2.5	1	10	10	
	34+92	42+93	12	2.5	1	10	10	
	47+15	49+99	12	2.5	1	10	10	
	65+47	105+12	12	2.5	1	10	10	
	128+58	132+95	12	2.5	1	10	10	
2580	58+97	75+73	12	2.5	1	10	10	

<u>B1</u> extends horizontally the specified distance in feet from the back of the ditch. <u>B2</u> extends horizontally the specified distance in feet from the outside edge of the running surface. Brush is defined as all non-merchantable vegetative material found within the specified limits. Brush that is cut shall be removed to the downhill side of the road and placed such that it will not block ditches, ditch-outs, or drainage structures. Signs, culvert location markers, culverts or any other identification features damaged by brushing shall be replaced at the Purchasers expense.

TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Di Width (feet)	tch Depth (feet)	Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio	Fill Slope Ratio
				S	R	W	D		G1	G2	C1	C2	%	%
2572	0+00	198+41	Α	16	12	2.5	1	4	0	0	10	10	100	67
2573	0+00	4+14	С	16	12	2.5	1	4	7	7	10	10	133	67
	4+14	13+01	С	16	12	2.5	1	4	7	7	Tags	Tags	133	67
	13+01	18+11	С	16	12	2.5	1	4	7	7	10	10	133	67
2580	0+00	75+73	В	16	12	2.5	1	4	7	7	10	10	100	67
Spur 1	0+00	23+48	С	16	12	2.5	1	4	0	0	0	0	133	67
Spur 2	0+00	7+89	С	16	12	2.5	1	3% Outslop e	0	0	0	0	133	67
W2	0+00	2+46	С	16	-	0	0	0	0	0	0	0	133	75
W3	0+00	5+72	С	16	-	0	0	0	0	0	0	0	133	75
W4	0+00	3+58	С	16	-	0	0	0	0	0	0	0	133	75
W5	0+00	5+66	С	16	-	0	0	0	0	0	0	0	133	75
W6	0+00	9+15	С	16	-	0	0	0	0	0	0	0	133	75

ROCK LIST

BALLAST

Road	From	То	Rock	Compacted Rock	C.Y.	# of	C.Y.	Rock		Turnout	
Number	Station	Station	Slope	Depth	Station	Stations	Subtotal	Source	Length	Width	Taper
			K2	B2				3 Inch Jaw Run	L	Н	Т
2572	12+64	18+72	1 ½ : 1	8"	32	6.08	195	2510 Pit			
2572	0+00	198+41	Spot Rock	for Culvert Rep		nd/or Install 5 ds per Culvert	25	2510 Pit			
2573	0+00	18+11	1 ½ : 1	8"	32	18.11	580	2510 Pit			
Spur 1	0+00	23+48	1 ½ : 1	8"	32	23.48	751	2510 Pit			
Spur 2	0+00	7+89	1 ½ : 1	8"	32	7.89	253	2510 Pit			
			Quarry Spalls	for culvert hea	dwalls/ener	gy dissipaters	12	2510 Pit			
			Light Loose Riprap for energy dissipater		5	2510 Pit					

OPTIONAL ROCK <u>1,584</u> Cubic Yards REQUIRED ROCK <u>237</u> Cubic Yards BALLAST TOTAL <u>1,821</u> Cubic Yard

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement.

^{*}Optional Rock: If Purchaser elects to haul on optional rock roads in wet weather, the depth listed above is recommended but not required.

CULVERT LIST

Road		Cu	lvert		Length (ft)		Riprap (C.Y.)		Backfill	Placement			
Number	Location	Dia.	Туре	Culvert	Downspt	Flume	Inlet	Outlet	Туре	Material	Method	Remarks	
2572	22+23	18"	PD	30			0.5	0.5	QS			Replace Existing	
	24+49						0.5		QS			Clean Inlet/Rebuild Headwall	
	27+96						1.5		QS			Build Headwall	
	32+81						0.5		QS			Clean Inlet/Build Headwall	
	37+63	24"	PD	46			1	1	QS			Replace Existing – Type 4	
	42+93	18"	PD	34			0.5	0.5	QS			Replace Existing	
	57+22							5	LL			Riprap Outlet 5 cyd	
	68+80	18"	PD	30			0.5	0.5	QS				
	88+38											Clean Inlet/Outlet	
	152+79											Clean Inlet	
	155+01											Clean Inlet	
	159+33											Clean Inlet	
	163+10	18"	PD	30			0.5	0.5	QS			Replace Existing	
	184+98											Clean Inlet	
	186+69											Clean Inlet	
2580	16+76											Clean Inlet/Catch Basin	
	55+90											Clean Inlet Clean Inlet Clean Inlet	
	62+92												
	67+95												
	70+48											Clean Inlet	
	73+44											Clean Inlet/Outlet	
2573	4+14	18"	PD	30			0.5	0.5	QS				
	10+38	18"	PD	40			0.5	0.5	QS				
	14+66	18"	PD	30			0.5	0.5	QS				
Spur 1	4+97	18"	TEMP	30									
	7+21	18"	TEMP	30									
	9+74	18"	TEMP	40								Ditch Out Outlet	
	12+41	18"	TEMP	34									
	15+34	18"	TEMP	30									
	18+16	18"	TEMP	30									
	20+54	18"	TEMP	30									

PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

TEMP = Temporary Culvert

QS = Quarry Spalls

LL = Light Loose Riprap

Legal Description: SW ¼ SW ¼ Sec 2 T24N R03W

Rock Pit Name: 2510 Pit

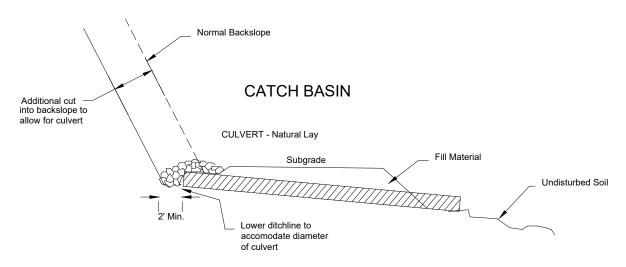
PIT DEVELOPMENT PLAN

1. Scatter root wads and organic debris larger than one cubic foot in volume as directed by the Contract Administrator.

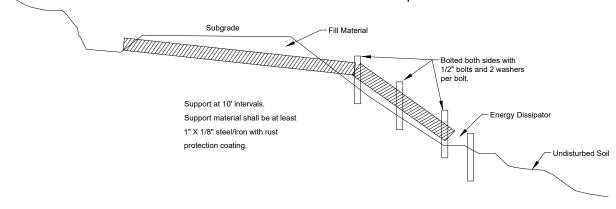
- 2. A minimum stripping width of 20 feet must be maintained from all pit faces and at the termination of operations pit shall be left in said condition.
- 3. Pile all reject rock and overburden away from pit working area as shown.
- 4. Pit floor shall be sloped to allow drainage as shown. No ponding will be allowed.
- 5. Maximum face height shall not exceed 30 feet in height.
- 6. Pit face shall have a maximum backslope of 1/4:1.
- 7. Working bench width shall be a minimum of 25 feet.
- 8. At the completion of operations, Contractor shall request written approval from the Contract Administrator for final rock source condition and compliance with the terms of this plan
- 9. Quantity and Quality of ballast pit is not guaranteed by the State.

CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 3)



CULVERT - With Flume or Downspout



CULVERT AND DRAINAGE SPECIFICATION DETAIL

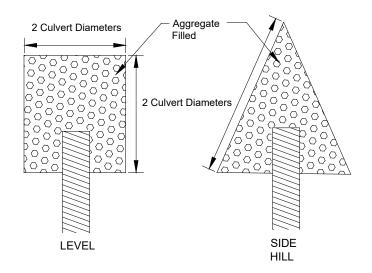
(Page 2 of 3)

Proper preparation of foundation and placement of bedding material shall precede the installation of all culvert pipe. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform dense unyielding base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.

Headwall Low spot allows for water to continue down ditch in case of plugged culvert Subgrade Ditch Culvert Headwall 30° Skew

Headwalls to be constructed of material that will resist erosion.

ENERGY DISSIPATORS



Dissipator Specifications:
Depth: 1 culvert diameter
Aggregate: as specified in the
CULVERT LIST.

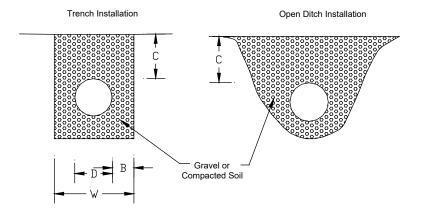
CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 3 of 3)

POLYETHYLENE PIPE INSTALLATION

INSTALLATION REQUIREMENTS:

- 1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
- The corrugated pipe shall be laid on grade, on a layer of bedding material as shown for the two types of
 installations. If native soil is used as the bedding and backfill material, it shall be well compacted in six inch
 layers under the haunches, around the sides and above the pipe to the recommended minimum height of
 cover.
- 3. Either crushed aggregate or flexible (asphalt) pavement may be laid as part of the minimum cover requirements.
- 4. Site conditions and availability of bedding materials often dictate the type of installation method used.
- 5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% is required. This minimum compaction can be achieved by either hand or mechanical tamping.



MINIMUM DIMENSIONS

Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width		
D	D B		W		
18"	6"	12"	36"		
24"	6"	12"	42"		
30"	6"	12"	48"		
36"	6"	12"	54"		

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

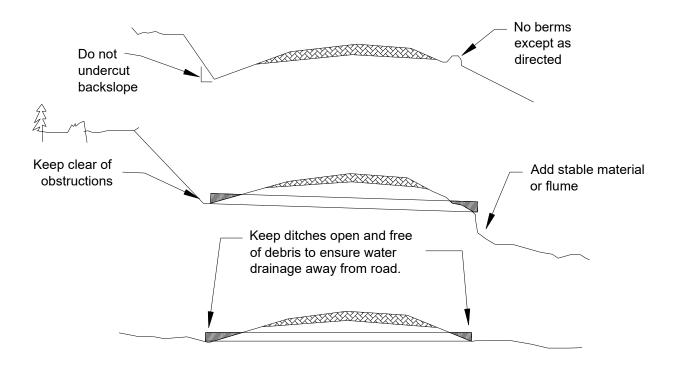
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

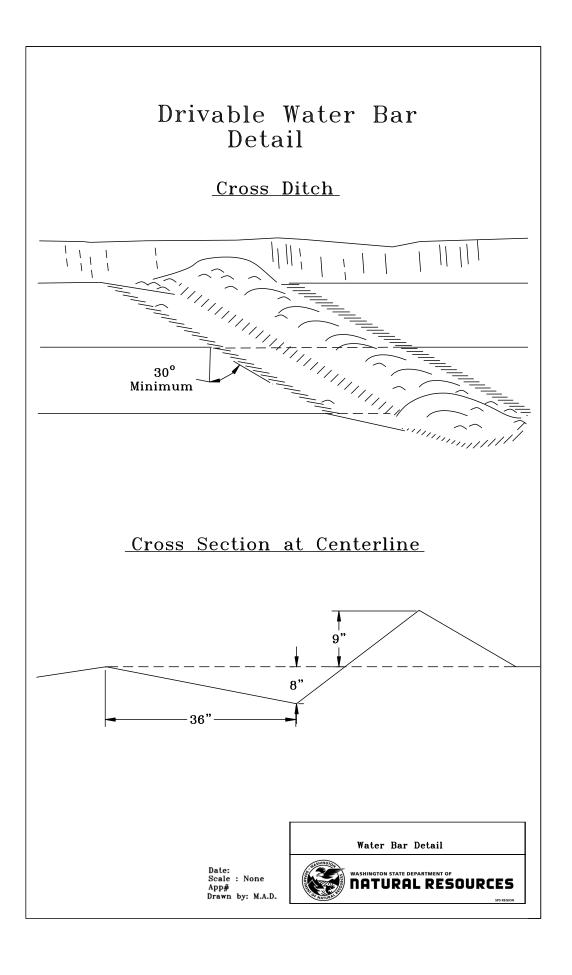
Termination of Use or End of Season

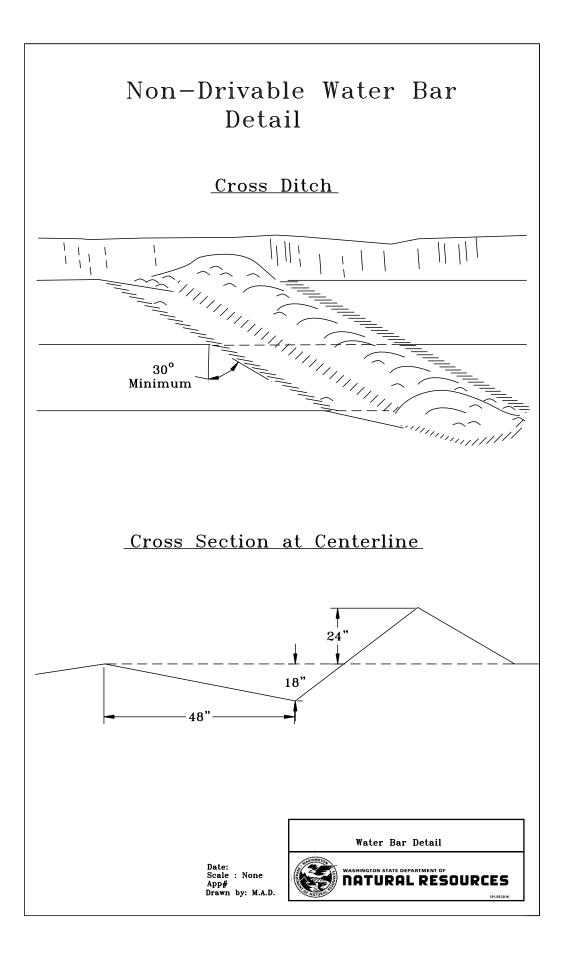
At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

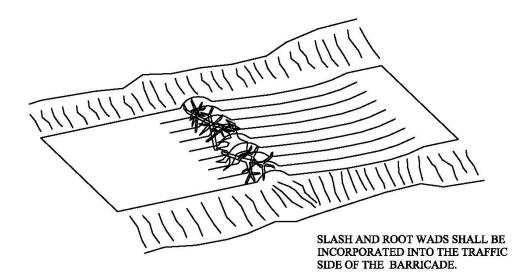
Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



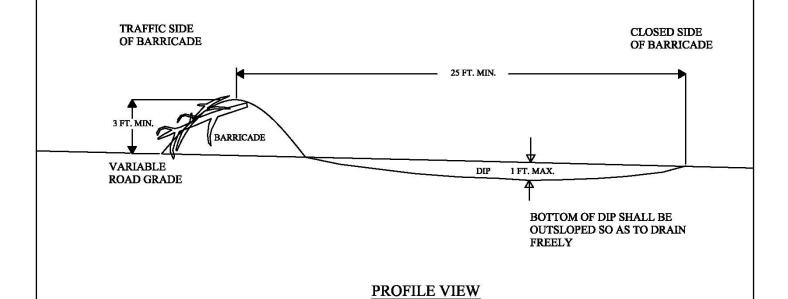


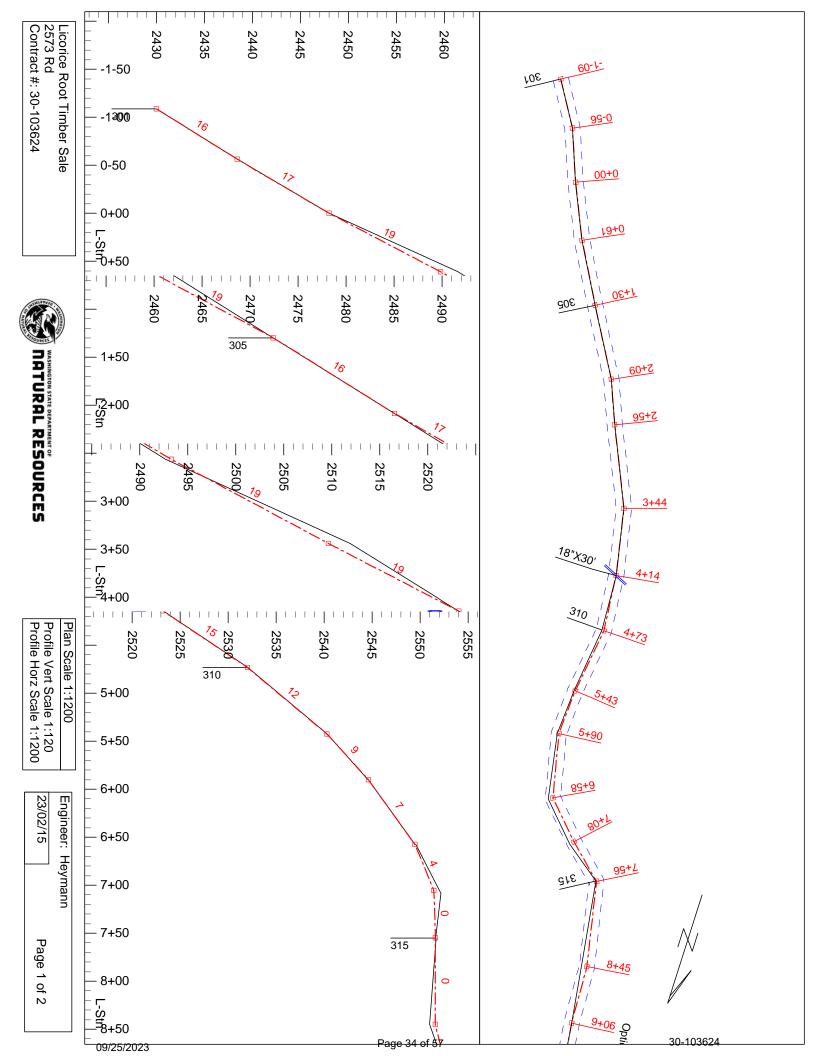


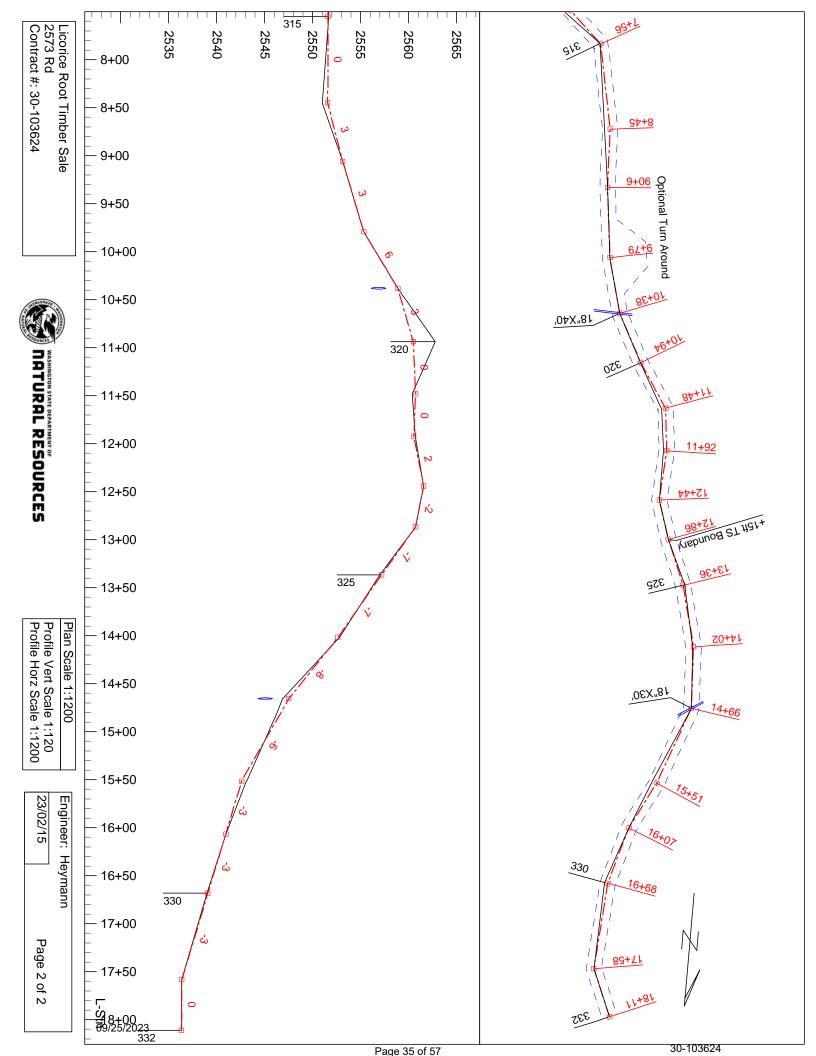
BARRICADE DETAIL

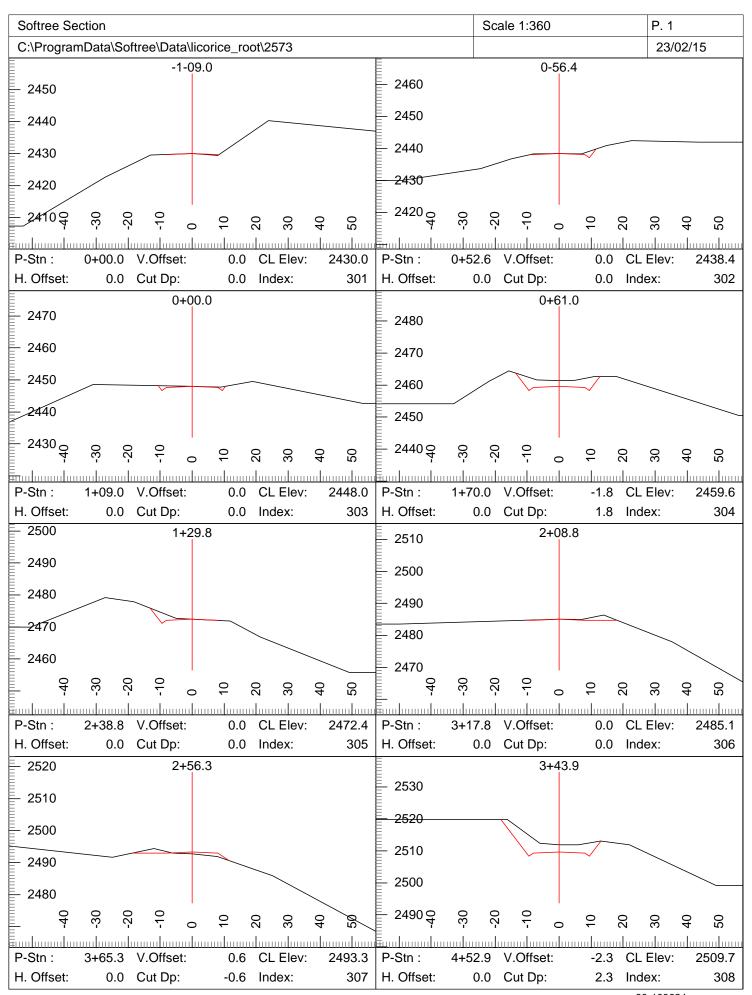


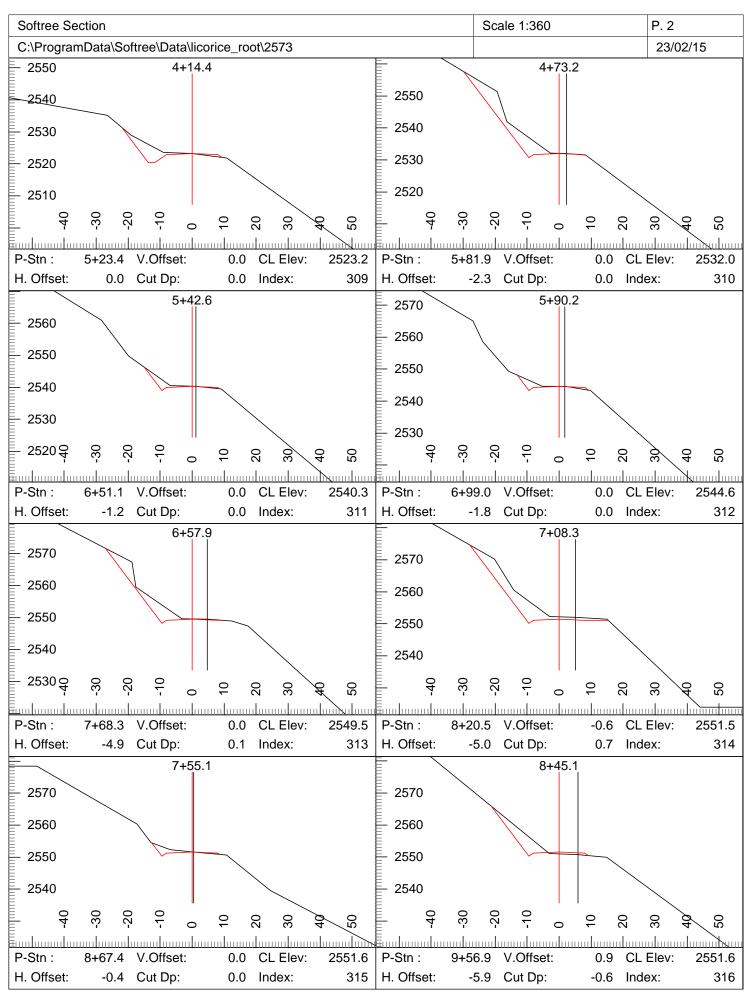
PLAN VIEW



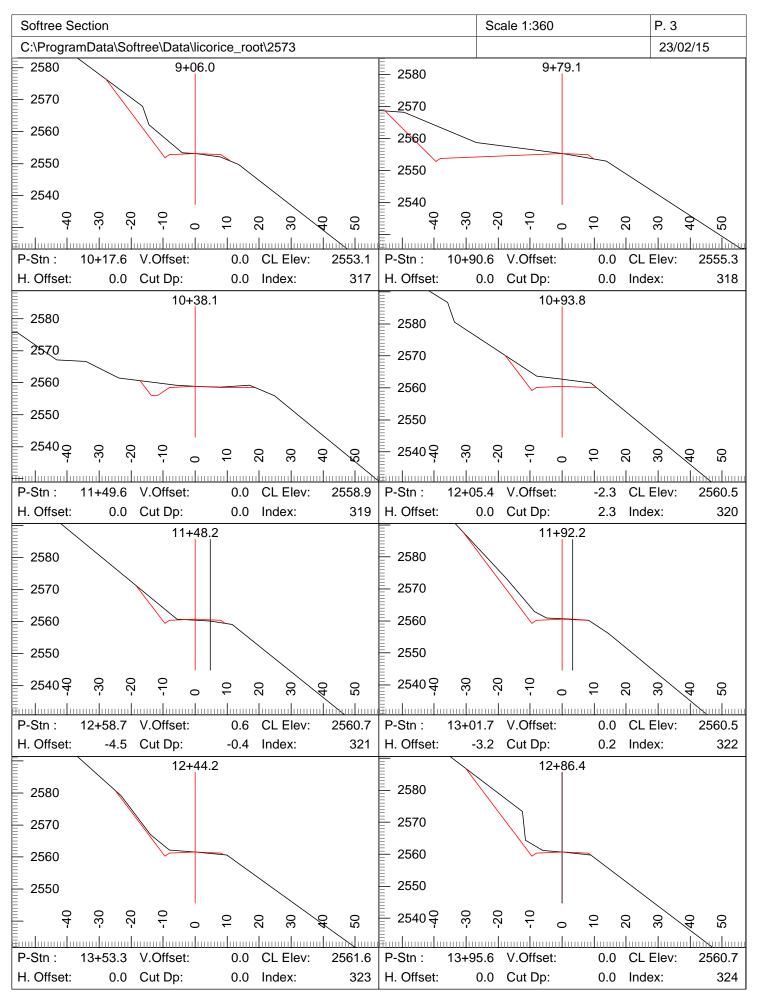


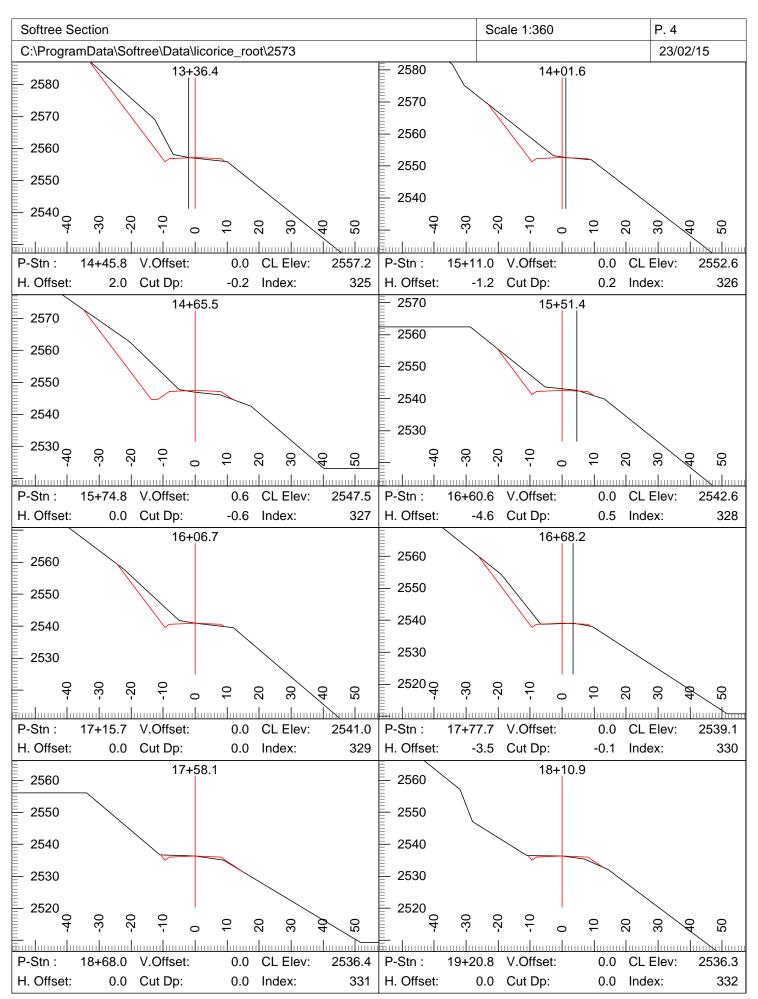


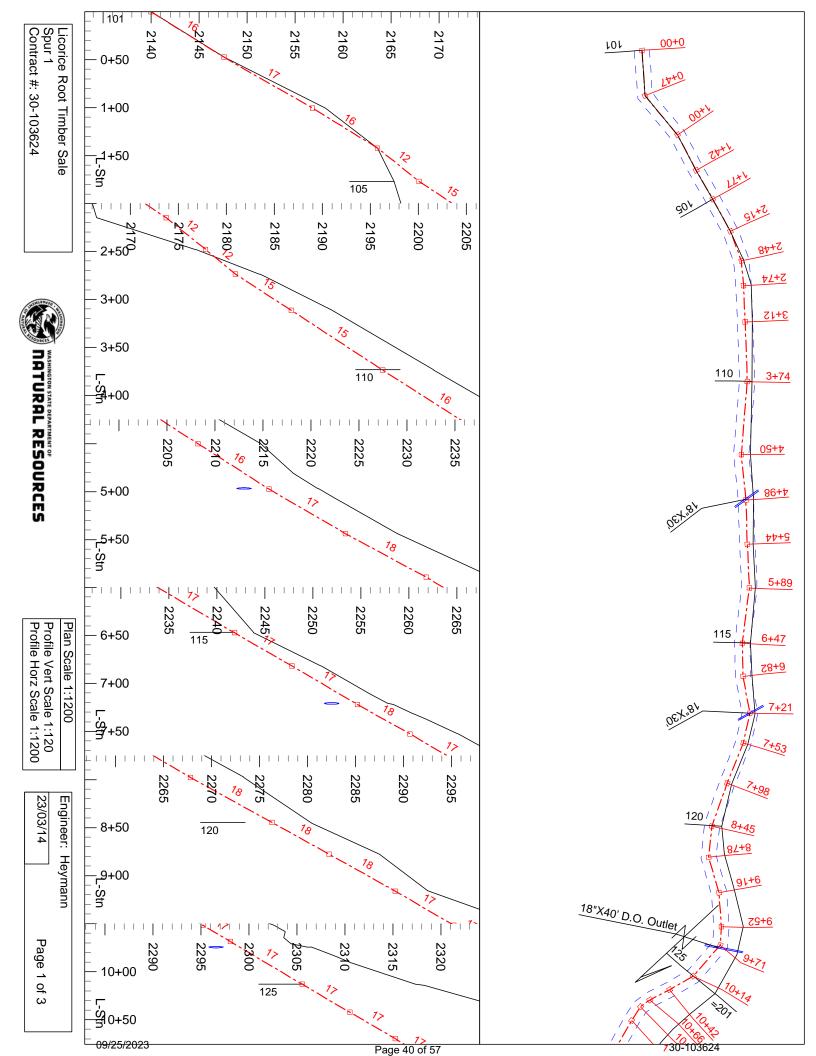


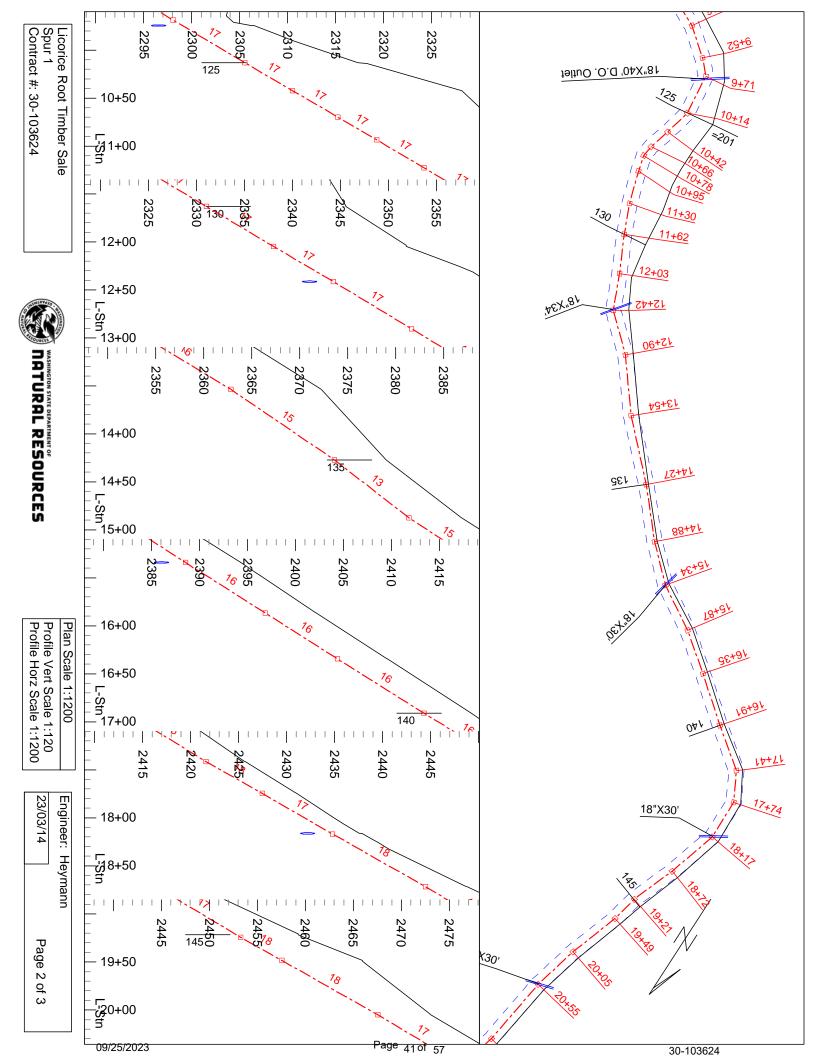


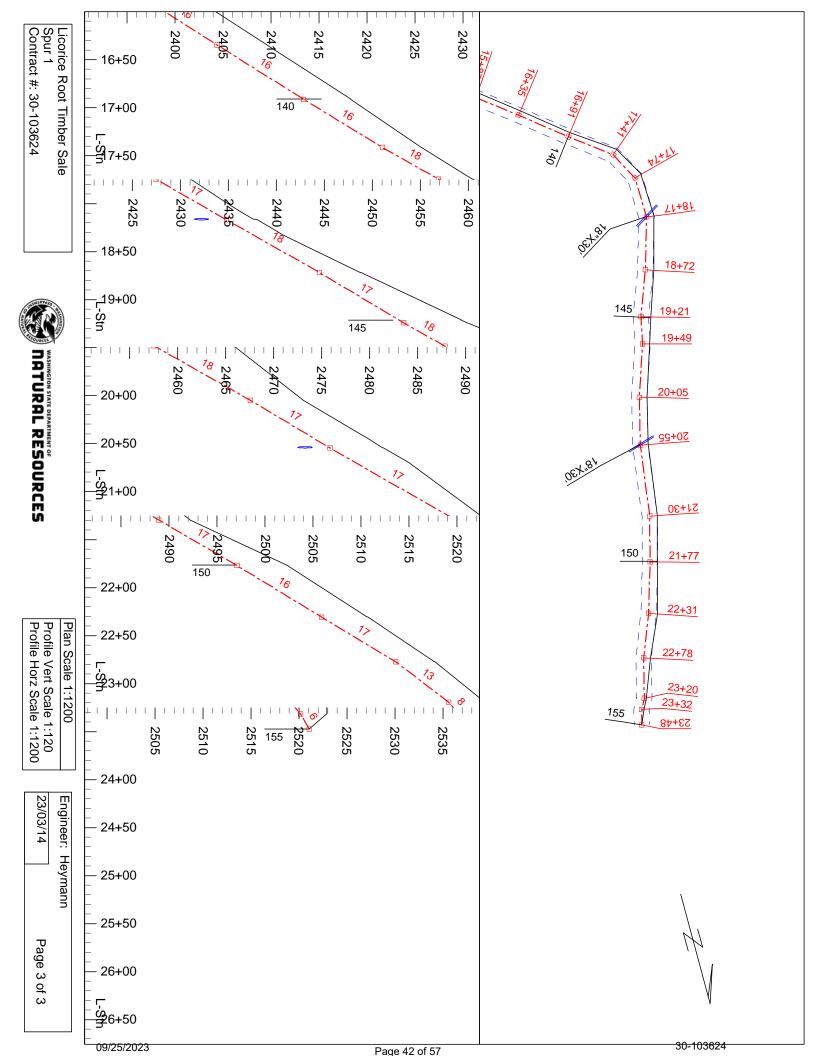
30-103624

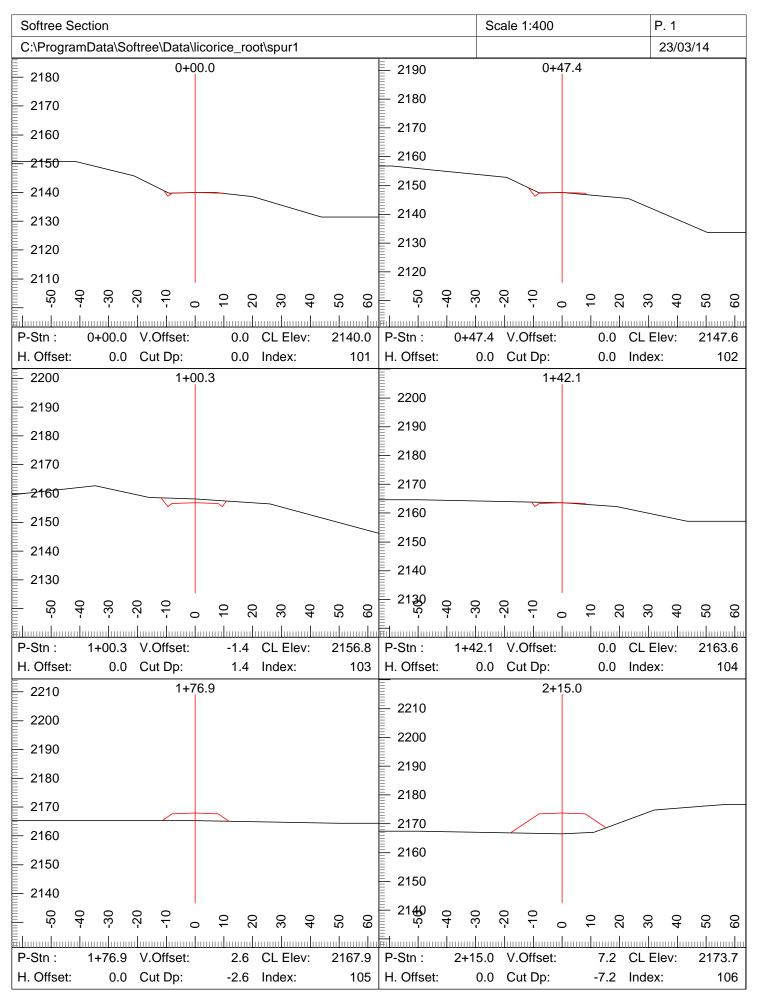


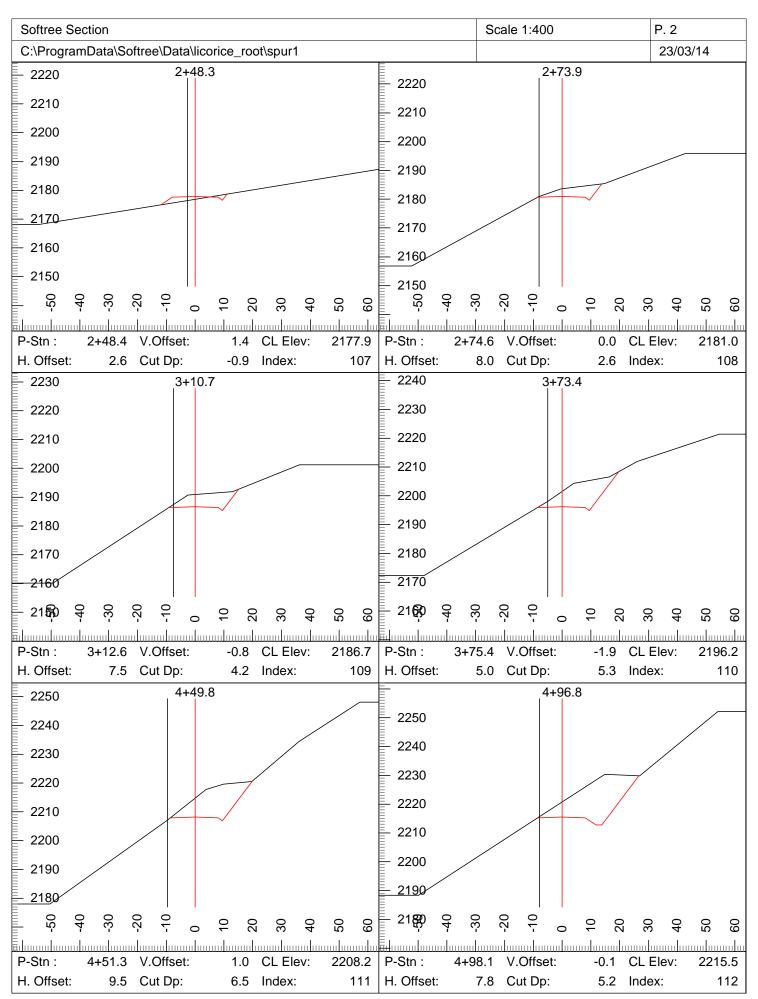


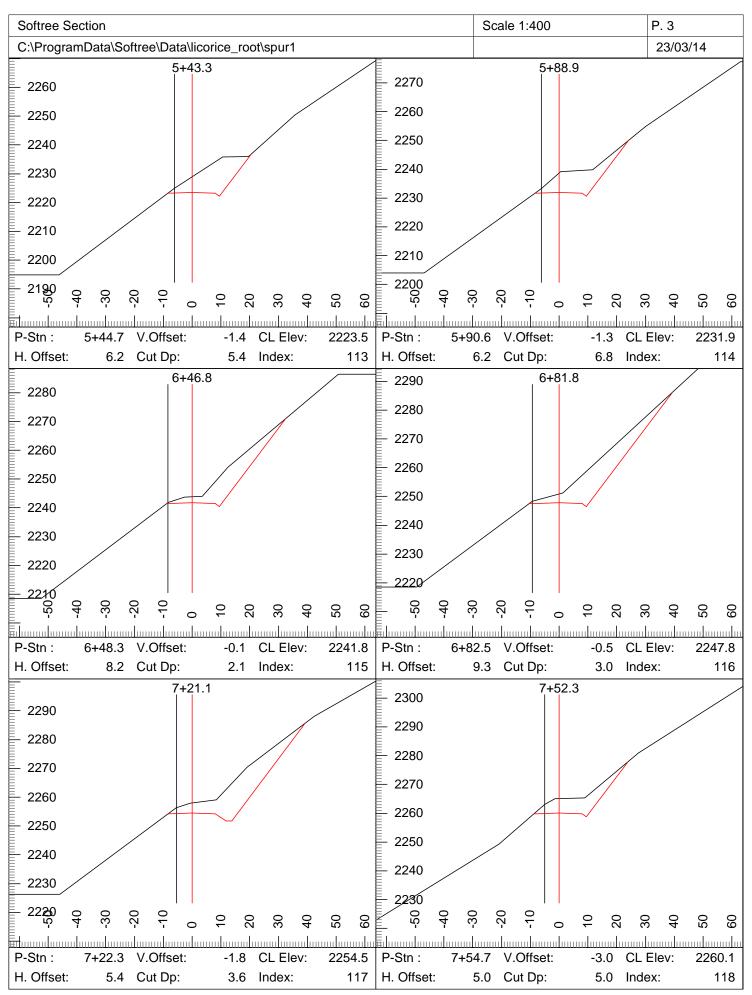


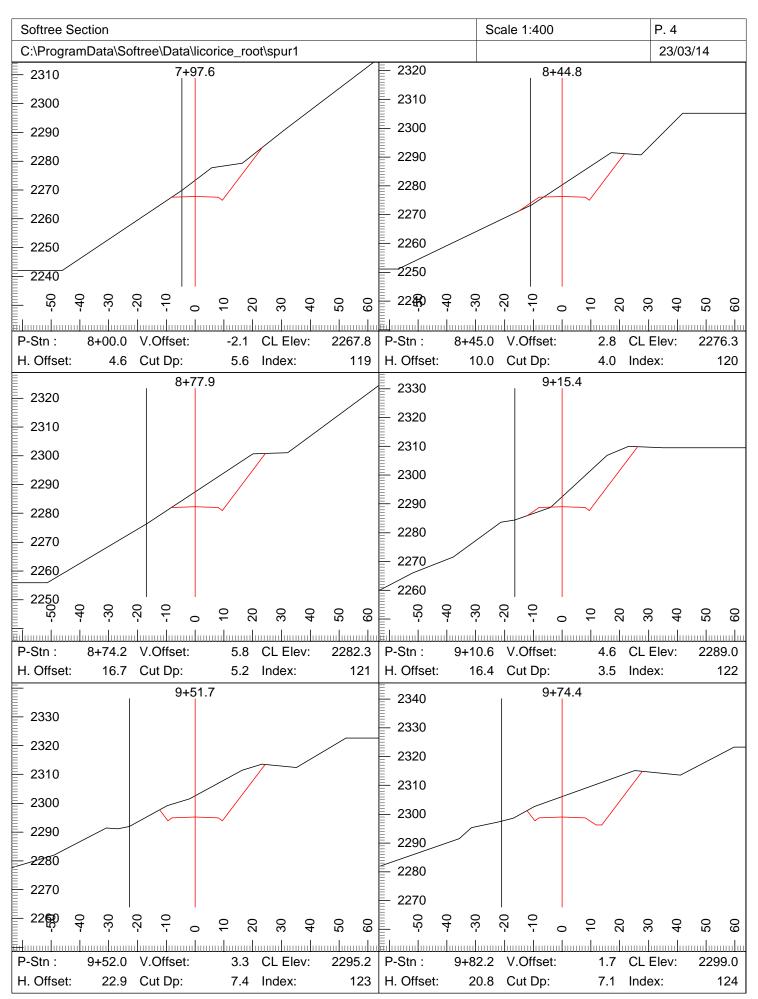


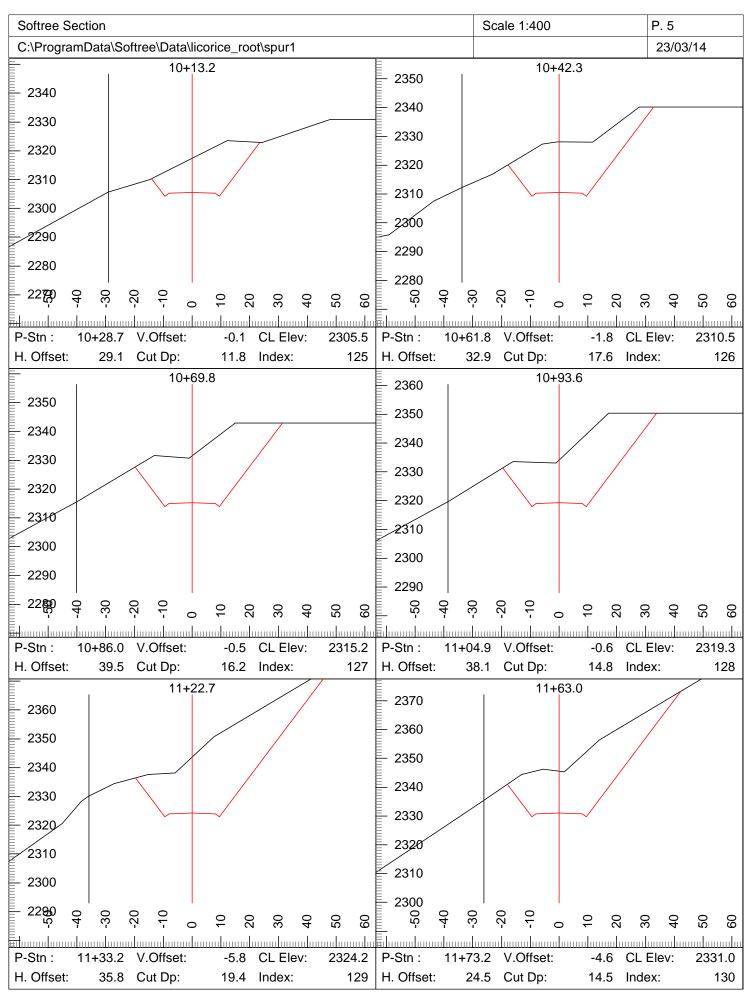


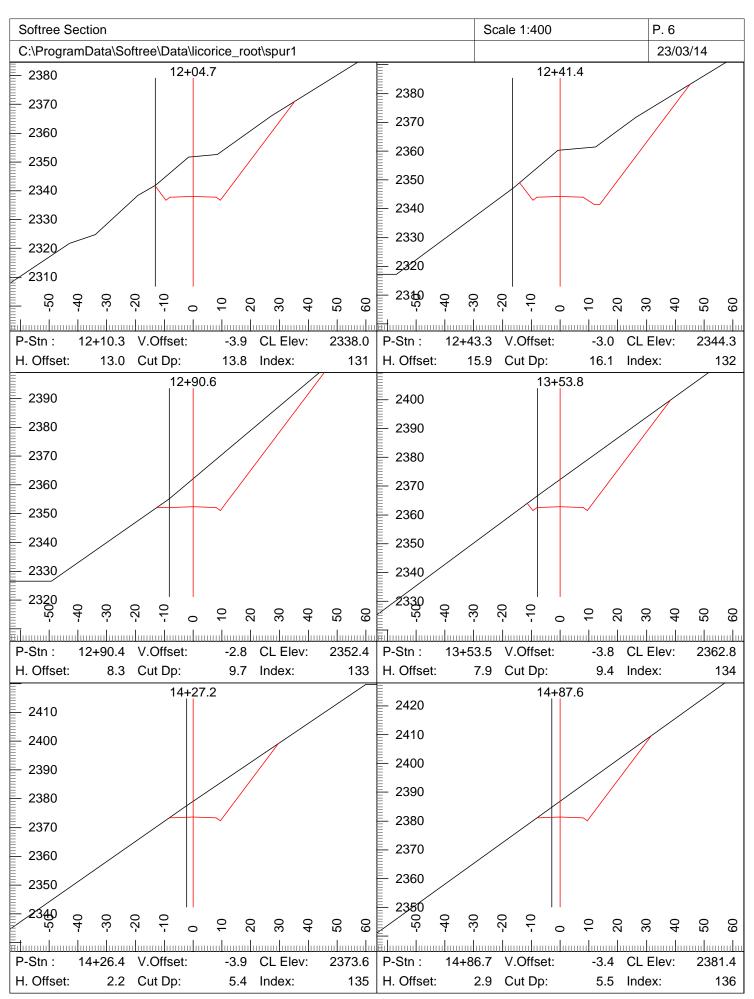


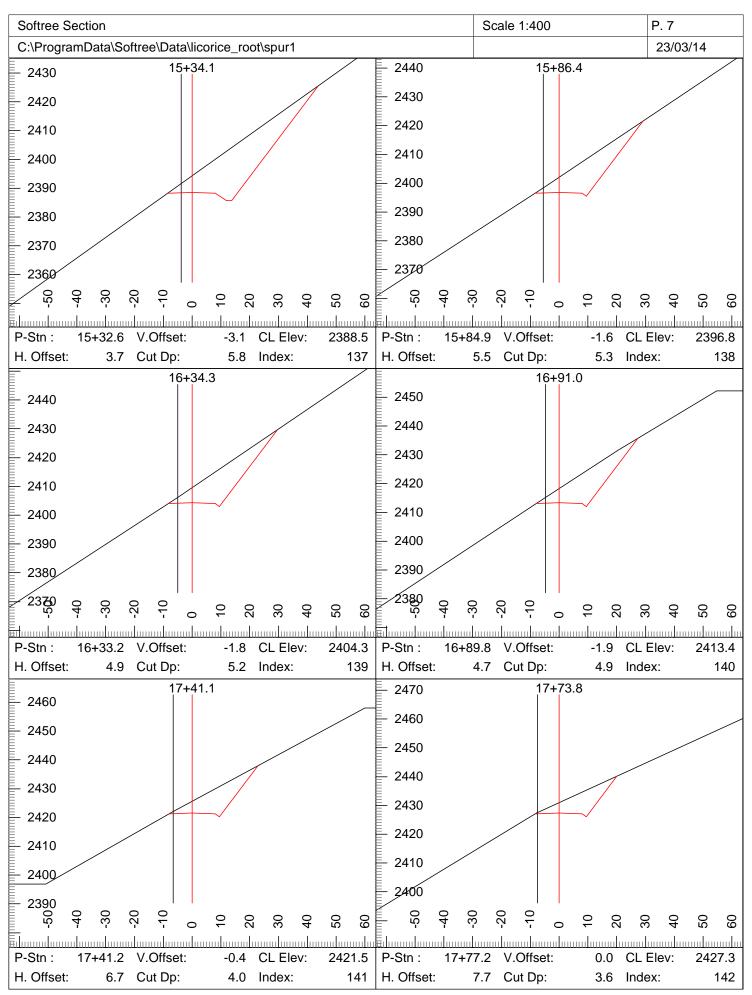


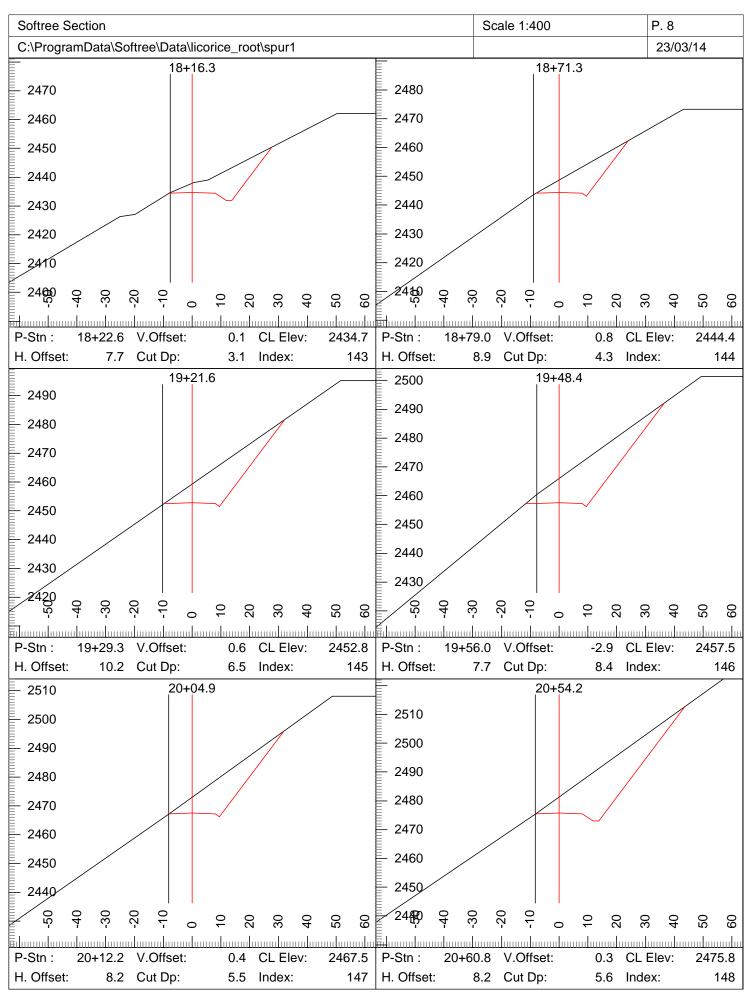


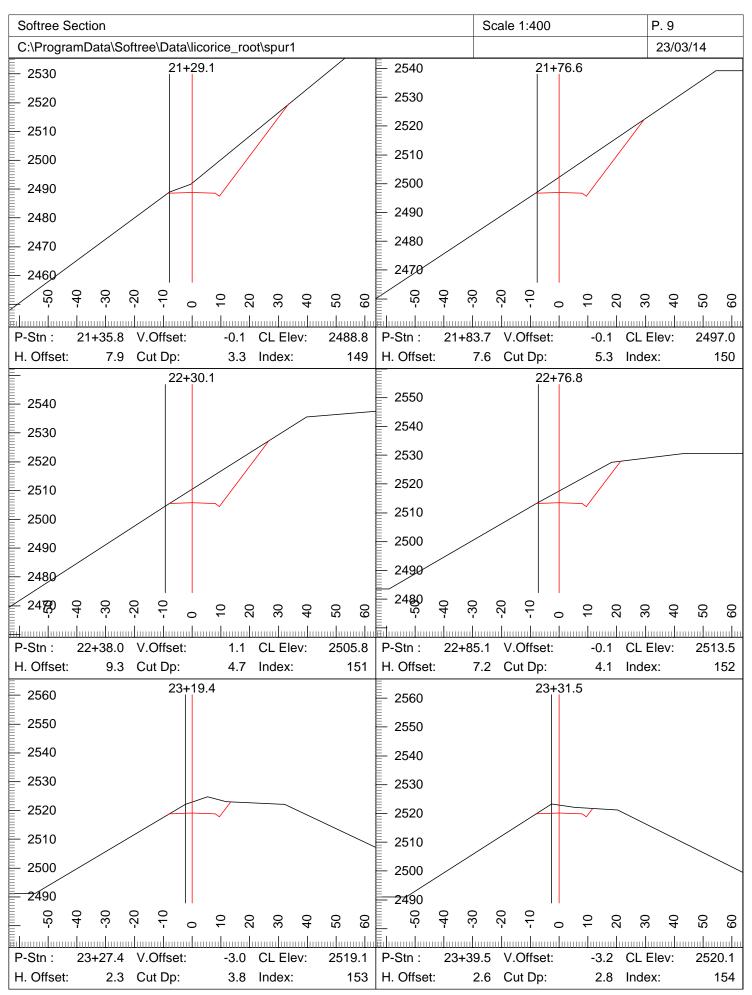




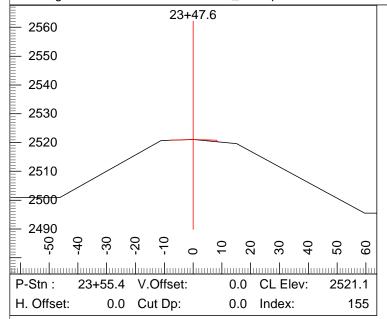


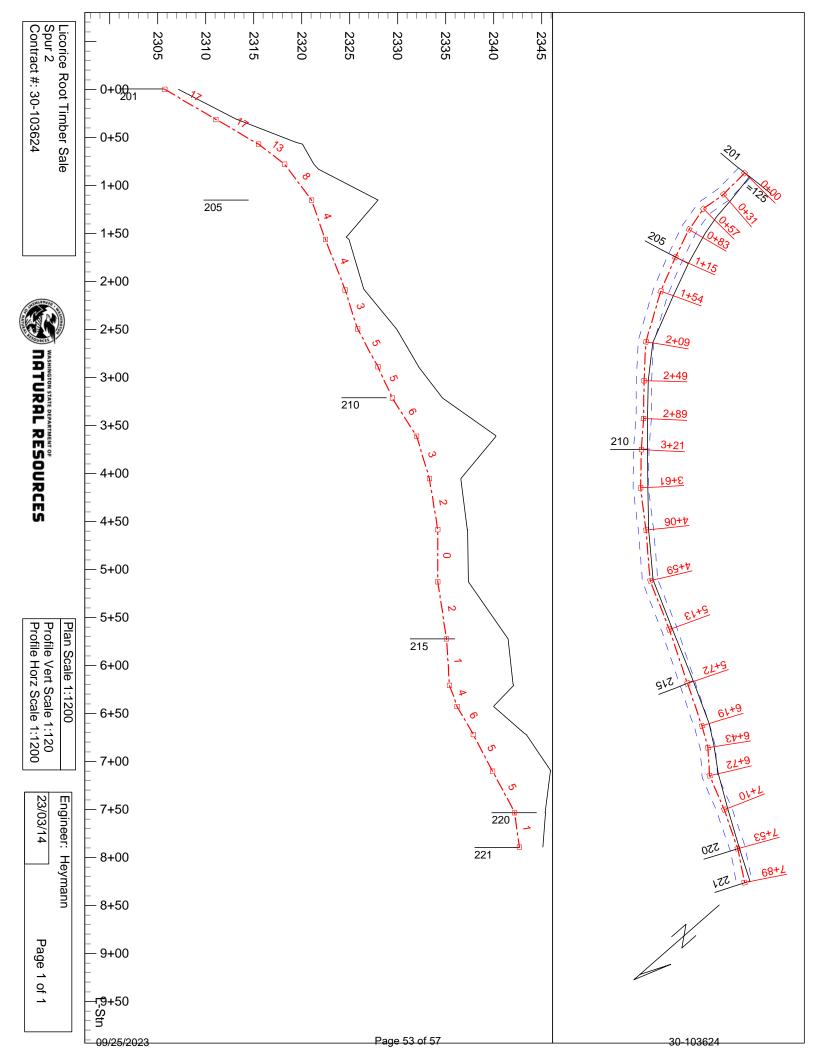


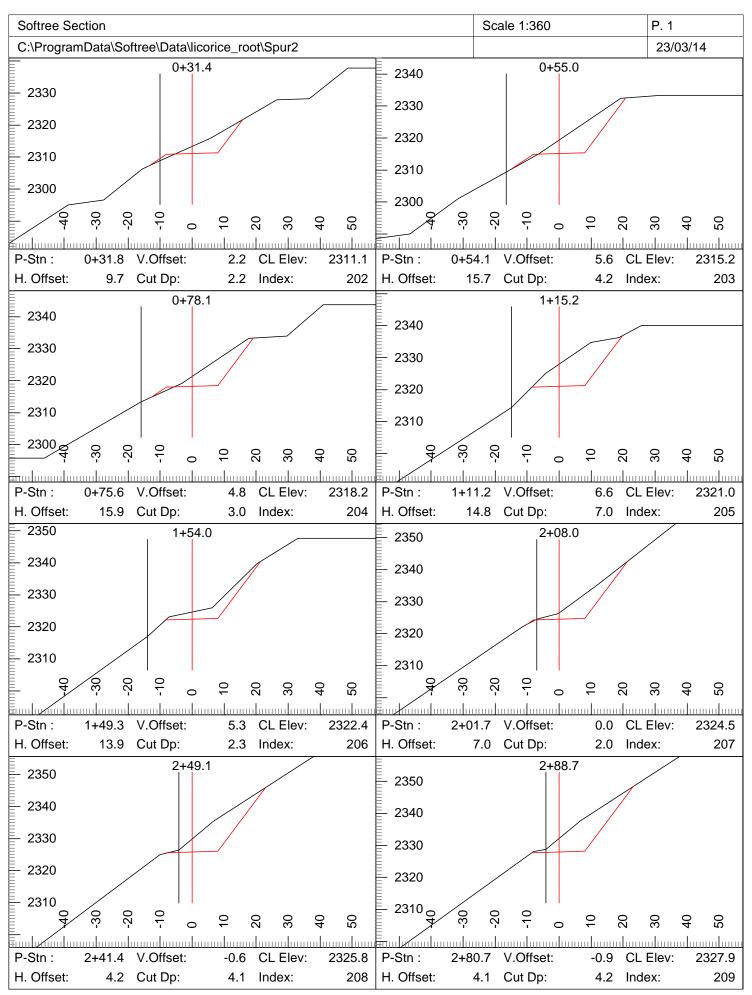


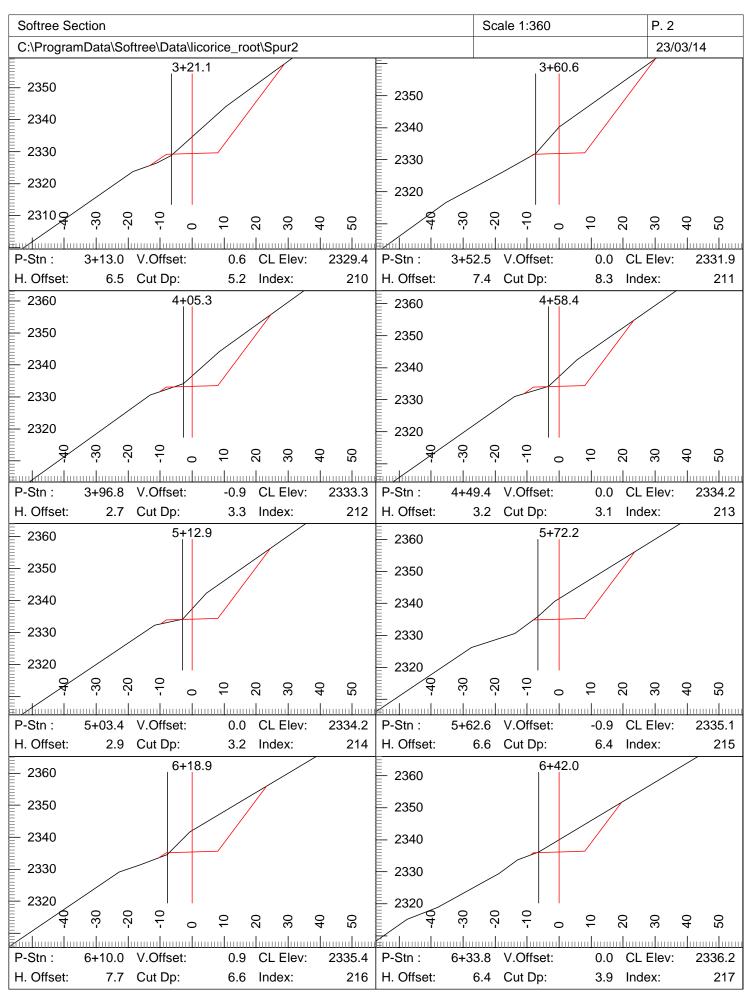


Softree Section	Scale 1:400	P. 10
C:\ProgramData\Softree\Data\licorice_root\spur1		23/03/14

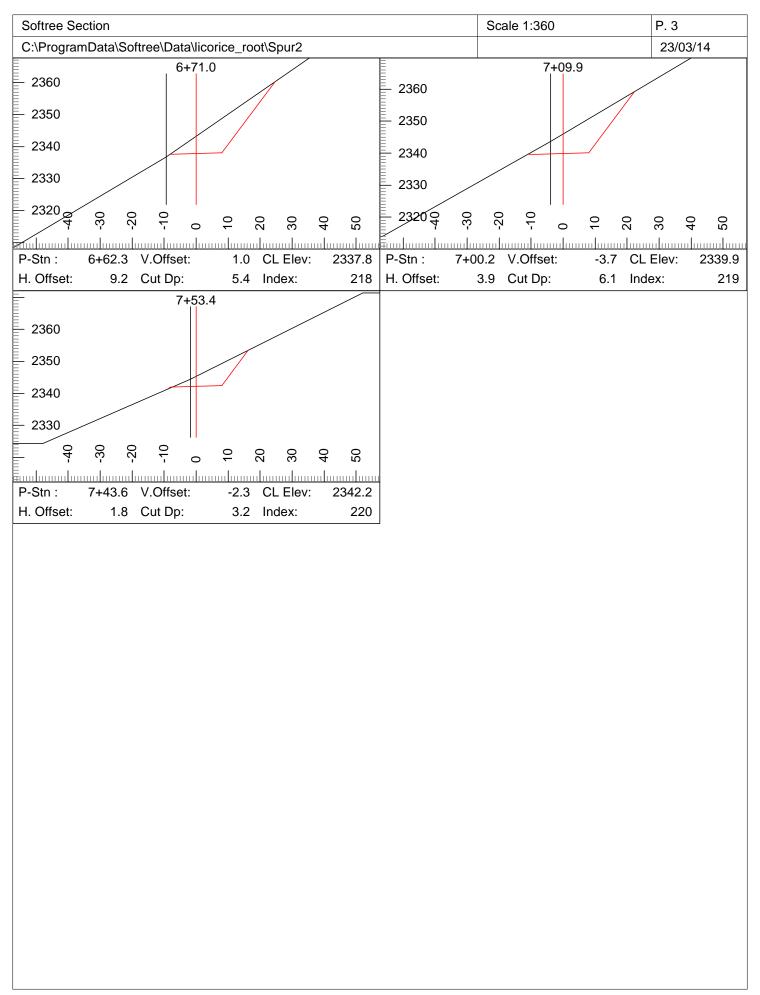


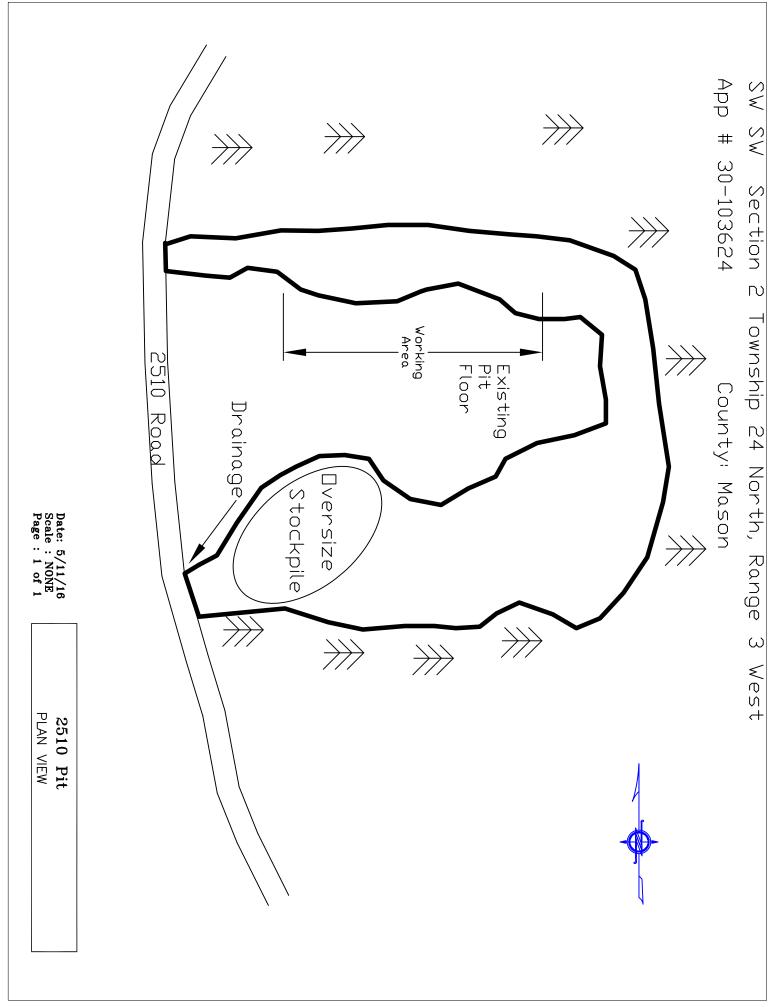






30-103624





DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 01-09)

Road Development Cost Estimate

(For internal DNR use only. Costs are estimates only & are not guaranteed by the State or part of the Road Plan.)

REGION: South Puget Sound DISTRICT: Hood Canal

SALE/PROJECT NAME: Licorice Root

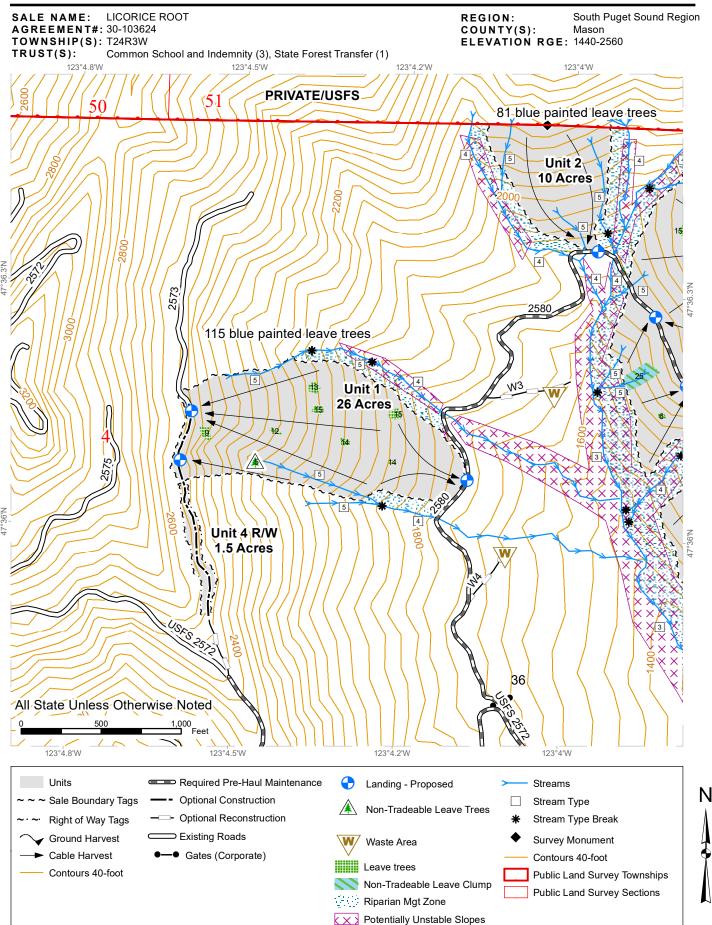
LEGAL DESCRIPTION: Sec 3 & 4 T24N R03W

Root

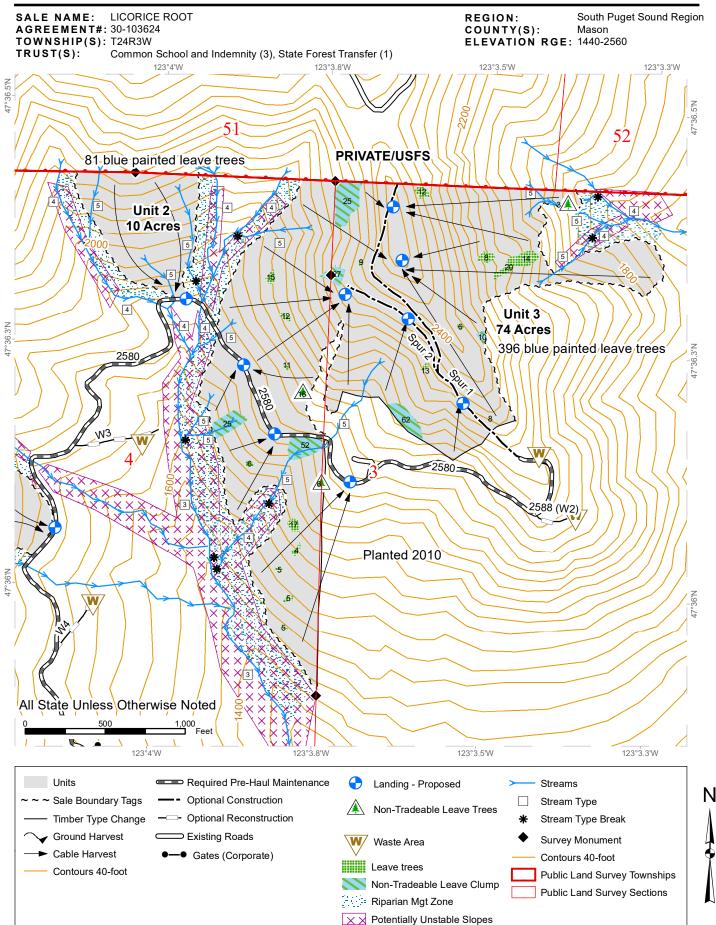
CONTRACT NUMBER: 30-103624

ROAD NUMBER:	2573 Spur 1 Spur 2	2573 W2-W6	2572 2580
ROAD STANDARD:	Construction	Reconstruction	Pre-haul maintenance
NUMBER OF STATIONS:	45.34	30.71	274.14
SIDESLOPE:	25-72%	5-25%	0-25%
CLEARING AND GRUBBIN	G: \$11,426	\$1,228	
EXCAVATION AND FILL: MISC. MAINTENANCE:	\$46,580	\$5,112	\$6,365
ROCK TOTALS (Cu. Yds.): Ballast: 2507	\$44,983	\$3,764	\$4,790
Surface: 0	\$0	\$0	\$0
Riprap: 17	\$65	\$0	\$253
CULVERTS AND FLUMES:	\$6,542	\$0	\$3,925
STRUCTURES:	\$0	\$0	\$0
GENERAL EXPENSES:	\$8,768	\$1,010	\$1,533
MOBILIZATION:	\$3,867	\$3,867	\$3,867
TOTAL COSTS:	\$122,230	\$14,981	\$20,733
COST PER STATION:	\$2,696	\$488	\$76
ROAD DEACTIVATION AN	D ABANDONMENT COSTS:	\$4,208	
NOTE ¹ : This appraisal has no NOTE ² : This appraisal does no		TOTAL (All Roads) =	\$162,152
NOTE. This appraisal does no	n account for optional fock.	SALE VOLUME MBF =	3,550
		TOTAL COST PER MBF =	\$45.68
			Detai 04/20/22

Date: 04/20/23



Prepared By: jcob490



2 of 2

MEMORANDUM

TO:

TITLE OFFICE

FROM:

LISA CUNNINGHAM, PRODUCT SALES & LEASING DIVISION, RIGHTS-OF-WAY

SUBJECT:

PARTIAL CANCELLATION OF 55-000429

DATE:

4/5/07

Good morning,

There has been a partial cancellation of easement 55-000429 due to merger in title.

DNR acquired a portion of Sections 7, 8 & 9, Township 24, Range 3 West from Hama Hama Company by Warranty Deed dated 10/16/81 (Exchange 188, Resolution No. 342). This acquisition resulted in the merger in title of fee ownership and the lesser easement rights granted in Easement 50-000429 over Sections 7, 8, & 9.

Please ensure that the Transportation Books are updated appropriately.

Let me know if you have any questions.

Thanks

TERMINATION OF A SEGMENT OF AN EASEMENT

WHEREAS, on June 15, 1967, the United States of America, acting by and through the Forest Service, Department of Agriculture as Grantor, executed an easement for a road across certain land in Jefferson County, Washington, to Department of Natural Resources, an agency of the State of Washington as Grantee, which deed was recorded in the public records of Jefferson County, on August 18, 1967, in Volume 175 of Deeds at pages 175-180, reference to said easement and the record thereof is hereby made for a more complete description of said easement and the terms thereof; and

WHEREAS, said easement provided that the Chief, Forest Service, may terminate the easement or any segment thereof by consent of the Grantee; and

WHEREAS, for good and valuable consideration, Department of Natural Resources, State of Washington, Grantee, by joining in the execution of this document, consents to the termination of a portion of said easement as shown approximately on the location map attached hereto and made a part hereof as Exhibit A, and described as follows:

Hamma Hamma Road No. 249, now known as Waketickeh Road No. 2510

A strip of land 66 feet in width traversing the following described real property:

SE1/4SE1/4 sec. 34; and SW1/4, SW1/4NW1/4, W1/2SE1/4, and S1/2NE1/4, sec. 35, T. 25 N., R. 3 W., W.M.

NOW THEREFORE, the United States of America, by the Director of Lands, Pacific Northwest Region, Forest Service, pursuant to the delegation of authority by the Chief, Forest Service, dated August 22, 1984, (49 FR 34283), does hereby terminate a portion of said easement.

UNITED STATES OF AMERICA

<u>Jan. 26, 1990</u>

Date

CARLIN B. JACKSON
Director of Lands
Pacific Northwest Region
Forest Service

Department of Agriculture

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

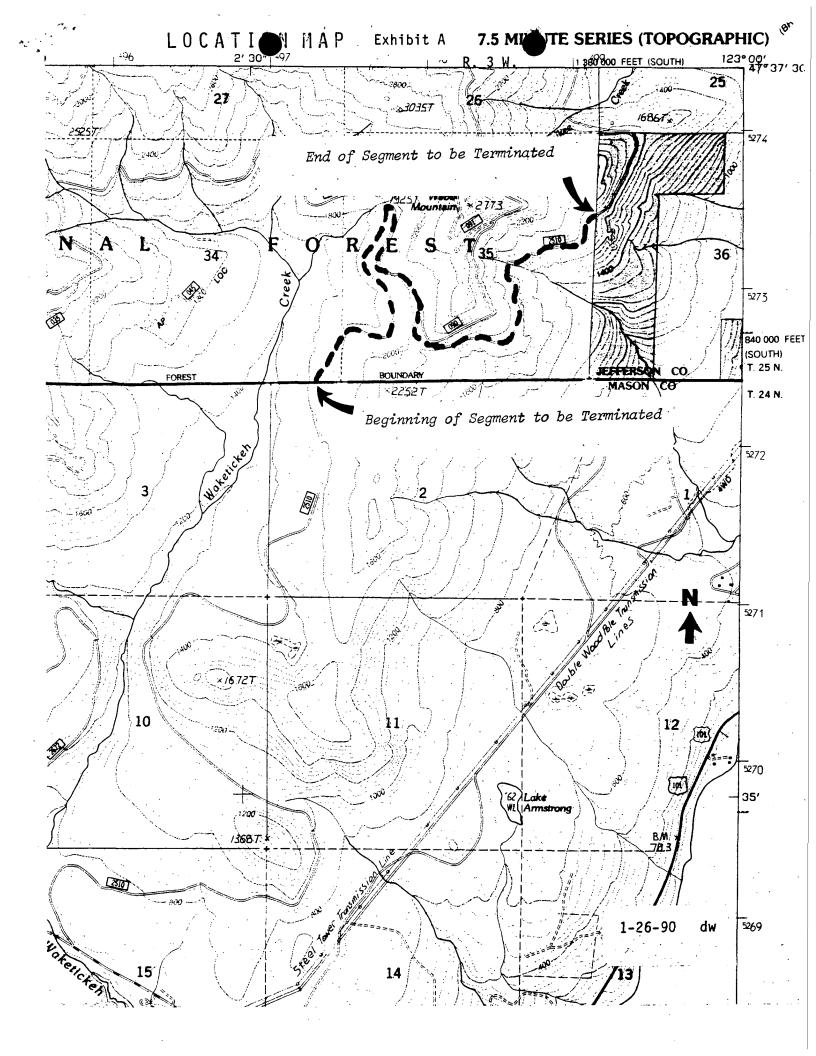
129/90 Data

Title

Page 1 of 2

ACKNOWLEDGMENT

STATE OF OREGON)	
)ss. County of Multnomah)	
On this	
the day and year above written.	
SEAL Notary Public for the State of Oregon Residing at Alexa, DR My commission expires 8/8/93	
ACKNOWLEDGMENT	
STATE OF WASHINGTON))ss. County of Thurston)	
On this	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.	
SEAL Notary Public for the State of Washington Residing at Olympia My Commission Expires 1-3-93	



to: Conditions

Certified Correct as

description and

247462

EASEMENT

THIS EASEMENT, dated this 23 day of October, 1969, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor", to Department of Natural Resources, an agency of the State of Washington, hereinafter called "Grantee",

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Mason, State of Washington and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of reciprocal right-of-way received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across parcel of land, hereinafter defined as the "premises", over and across the following described lands in the County of Mason, State of Washington:

A strip of land variable feet in width traversing the following described real property:

Lot 4 of Section 13, Lot 1 of Section 24 all in Township 24 North, Range 3 West, Willamette Meridian.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

Said premises are more specifically described by a centerline description contained in Exhibit "A" attached hereto.

Said premises shall be variable feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted.

("Religion processary")

Koronded <u>—</u>

Comprise)

in the second

If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's rights to use the road shall include, but shall not be limited to, use for the purposes of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

- 1. All bridges and other structures are subject to the posted loading capacity.
- 2. Cleated equipment shall not be used on paved roads.
- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the road for disposal by Grantor.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road.

E. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, The amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

- 1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
- 2. The right alone to extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

- 3. The right to cross and recross the permises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
- 4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated December 24, 1953, 19 Fed. Reg. 74, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above-written.

UNITED STATES OF AMERICA

cting Regional For

Forest Service

Department of Agriculture

State of Oregon) ss County of Multnomak)

On this day personally appeared before me CM, Holfe Lee, to me known to be the identical individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 23 day of Ottober 1969.

AFFIDAVIT.
No. 20098
WN. REAL ESTATE
EXCISE TAX

EXEMPT

DEC 1 1969

JOHN R. COLE Treas., Jn County Elva M. Mollet

Notary Public in and for the State of

aregore

Residing at fortland

My commission expires 10/20/70

RECURDED FILED FILED FILED FILED FILED FILED FILED FILED FILED FOR MASO COUNTY RUCH E GOYSEN AM 11:04

*69 DEC | AM ||: 04

Stoy Hard. Dept Natural Res. Bak 168 An 985 as, Olympia An 985 as,

240506

EASEMENT

THIS EASEMENT, dated this <u>22</u> day of <u>January</u>, 1969, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to Department of Natural Resources, an agency of the State of Washington, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Mason, State of Washington and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of reciprocal right-of-way received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across parcel of land, hereinafter defined as the "premises," over and across the following described lands in the County of Mason, State of Washington:

A strip of land variable feet in width traversing the following described real property:

SW\(\frac{1}{2}\) SW\(\frac{1}{2}\) of Section 13, SE\(\frac{1}{2}\) SE\(\frac{1}{2}\) of Section 14, all in Township 24 North, Range 3 West, Willamette Meridian.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

Said premises are more specifically described by a centerline description contained in Exhibit "A" attached hereto.

Said premises shall be variable feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted.

(schultz)

Pororded M

If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's rights to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

- 1. All bridges and other structures are subject to the posted loading capacity.
- 2. Cleated equipment shall not be used on paved roads.
- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the road for disposal by Grantor.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road.

E. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, The amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

- 1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
- 2. The right alone to extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

- The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
- The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated December 24, 1953, 19 Fed. Reg. 74, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above-written.

UNITED STATES OF AMERICA

WN. REAL ESTATE

EXEMPT

FEB 7

JOHN B. COLE Treas., Mason County

Regional Forester

Forest Service

Department of Agriculture

RECORDED FILED_ 54 FRAME 885 - 91 ALDITOR MASON COUNTY

Ruth E. Beyman '69 FEB 7 AM

REQUEST OF

State of Mash. Dept Materal Resources Bogs 168 Olympia, In 9,8501

State of Oregon	
County of Multromaly)	SS

On this day personally appeared before me to me known to be the identical individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the

uses and purposes therein mentioned. Given under my hand and seal this 22 day of January,

My commission expires (201970

Approved as to Form Only 24 day of Feb 1969. SLADE GORTON

D) E J S V ()

EASEMENT

esteresioner ef public lands

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over certain lands or assignable easements owned by the United States in the Counties of Mason and Jefferson, State of Washington and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of reciprocal rights-of-way received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across parcels of land, hereinafter defined as the "premises," over and across the following described lands in the Counties of Mason and Jefferson, State of Washington:

PARCEL I

A strip of land variable feet in width traversing the following described real property:

N½ NW½, NW½ NE½ of Section 23, N½ SE½, SE½ SE½ of Section 15, S½ SW½ of Section 9, N½ S½, SE½ SE½ of Section 8, S½ NE½ and NE½ SE½ of Section 7, all in Township 24 North, Range 3 West, Willamette Meridian.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately, in red, on Exhibit "A" attached hereto.

Said premises are more specifically described by a centerline description contained in Exhibit "B" attached hereto.

Said "premises" shall be variable feet on each side of the centerline with such additional width as required for accompdation and protection of

Recorded

borngmas

°00004 ____

CONDITIONS, description and consideration.

VOL 175 MAJE 175

cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereafter provided.

PARCEL II

A strip of land 66 feet in width traversing the following described real property:

SE\(SE\(\) Section 34 and SW\(\), SW\(\) NW\(\), W\(\) SE\(\), and S\(\)
NE\(\), Section 35, Township 25 North, Range 3 West,
Willamette Meridian.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately, in blue, on Exhibit "A" attached hereto.

Said "premises" shall be 33 feet on each side of the centerline with such additional width as required for accomodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in a manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and

rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's rights to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

- 1. All bridges and other structures are subject to the posted loading capacity.
- 2. Cleated equipment shall not be used on paved roads.
- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the road for disposal by Grantor.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road.

E. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect

ī

to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, The amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

- 1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
- 2. The right alone to extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Granter so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
- 3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
- 4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated December 24, 1953, 19 Fed. Reg. 74, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above-written.

UNITED STATES OF AMERICA

By

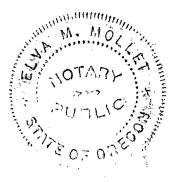
Regional Forester

Forest Service
Department of Agriculture

RECORDED FILED

REC

to me known to be the identical individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Cha M, Mollet

Notary Public in and for the State of

Creyon

Residing at Portland Ore

My commission expires Oct, 20, 1970

Mail State of Hash,

Common of Public Lands

Attn: Vaul & Krauer

Blympia Ha.

VOL 175 HAVE 179

