



TIMBER NOTICE OF SALE

SALE NAME: BEIGNET

AGREEMENT NO: 30-105182

AUCTION: June 12, 2024 starting at 10:00 a.m., COUNTY: Snohomish Northwest Region Office, Sedro Woolley, WA

SALE LOCATION: Sale located approximately 9 miles east of Arlington, WA.

PRODUCTS SOLD AND SALE AREA:

All timber bounded by white timber sale boundary tags, adjacent young stands, and the EB-ML and EB-40 roads, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1 (collectively labeled 1A and 1B).

All timber bounded by white timber sale boundary tags, adjacent young stands, and the EB-ML Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber bounded by white timber sale boundary tags and adjacent young stands, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3.

All timber bounded by white timber sale boundary tags, adjacent young stands, and the EB-ML, EB-12, EB-1215 and EB-1215-03 roads, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #4 (collectively labeled 4A and 4B).

All timber bounded by orange right-of-way tags.

All forest products above located on part(s) of Sections 30 all in Township 32 North, Range 7 East, Sections 13, 14, 23, 24, 25, 26 and 35 all in Township 32 North, Range 6 East, W.M., containing 129 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:

Table with columns: Species, Avg Ring DBH, Ring Count, Total MBF, and MBF by Grade (1P, 2P, 3P, SM, 1S, 2S, 3S, 4S, UT). Rows include Douglas fir, Hemlock, Red alder, Cottonwood, Redcedar, and Sale Total.

MINIMUM BID: \$1,702,000.00

BID METHOD: Sealed Bids



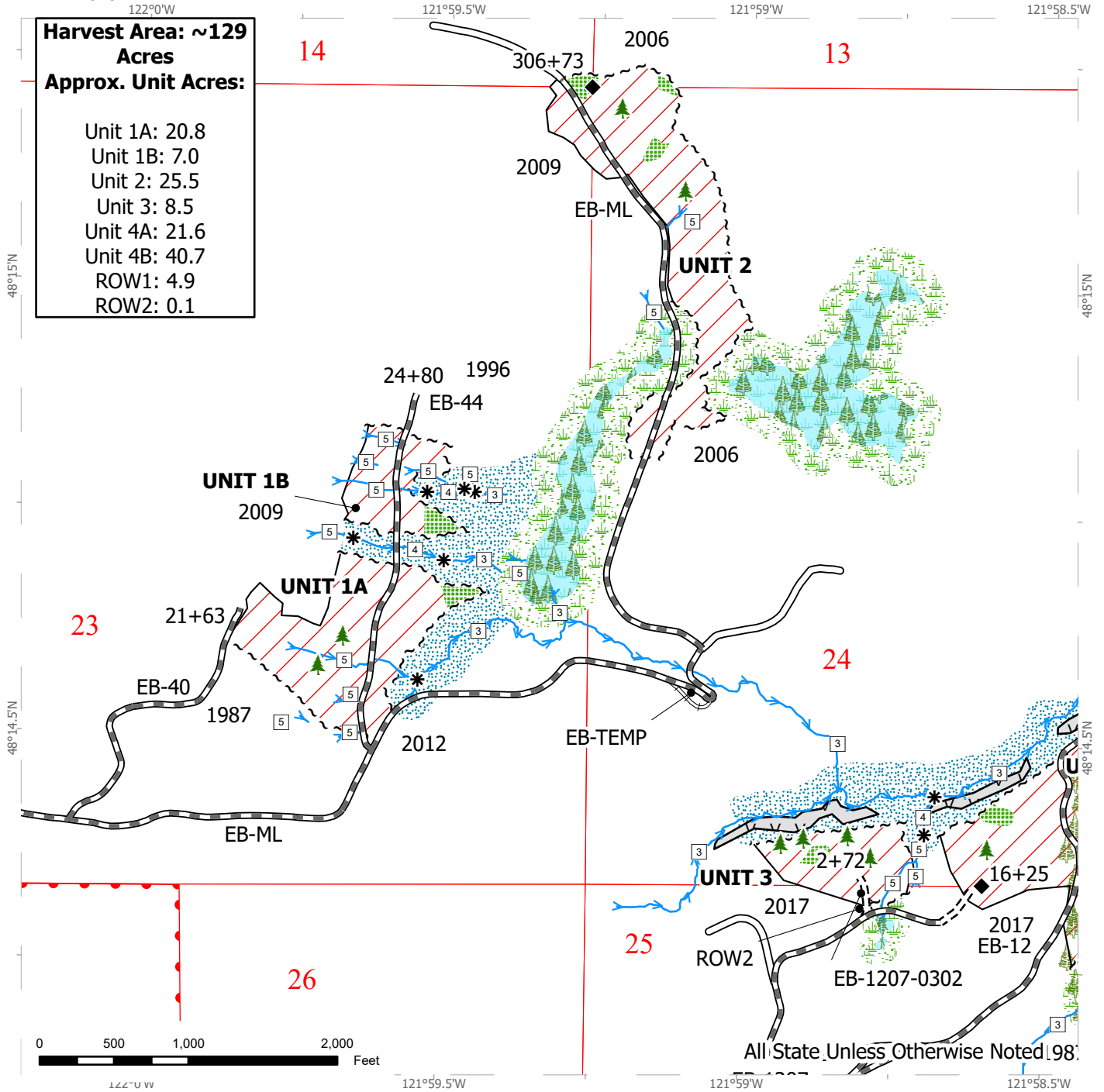
TIMBER NOTICE OF SALE

- SPECIAL REMARKS:**
1. Harvest was planned to be 100% ground-based.
 2. HQ DF noted within the sale area. See cruise for further details.
 3. Douglas-fir poles were noted within the sale area.
 4. Extreme Hazard Abatement (Clause S-020) is required for harvest activities near the Ebey Mountain Road.
 5. EB-Temp road to be abandoned at the start of operations.
 6. Dust abatement on the EB-ML road shall be in the form of Lignin Sulfonate. See road plan for further details.

TIMBER SALE MAP

SALE NAME: BEIGNET
AGREEMENT #: 30-105182
TOWNSHIP(S): T32R6E, T32R7E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1640



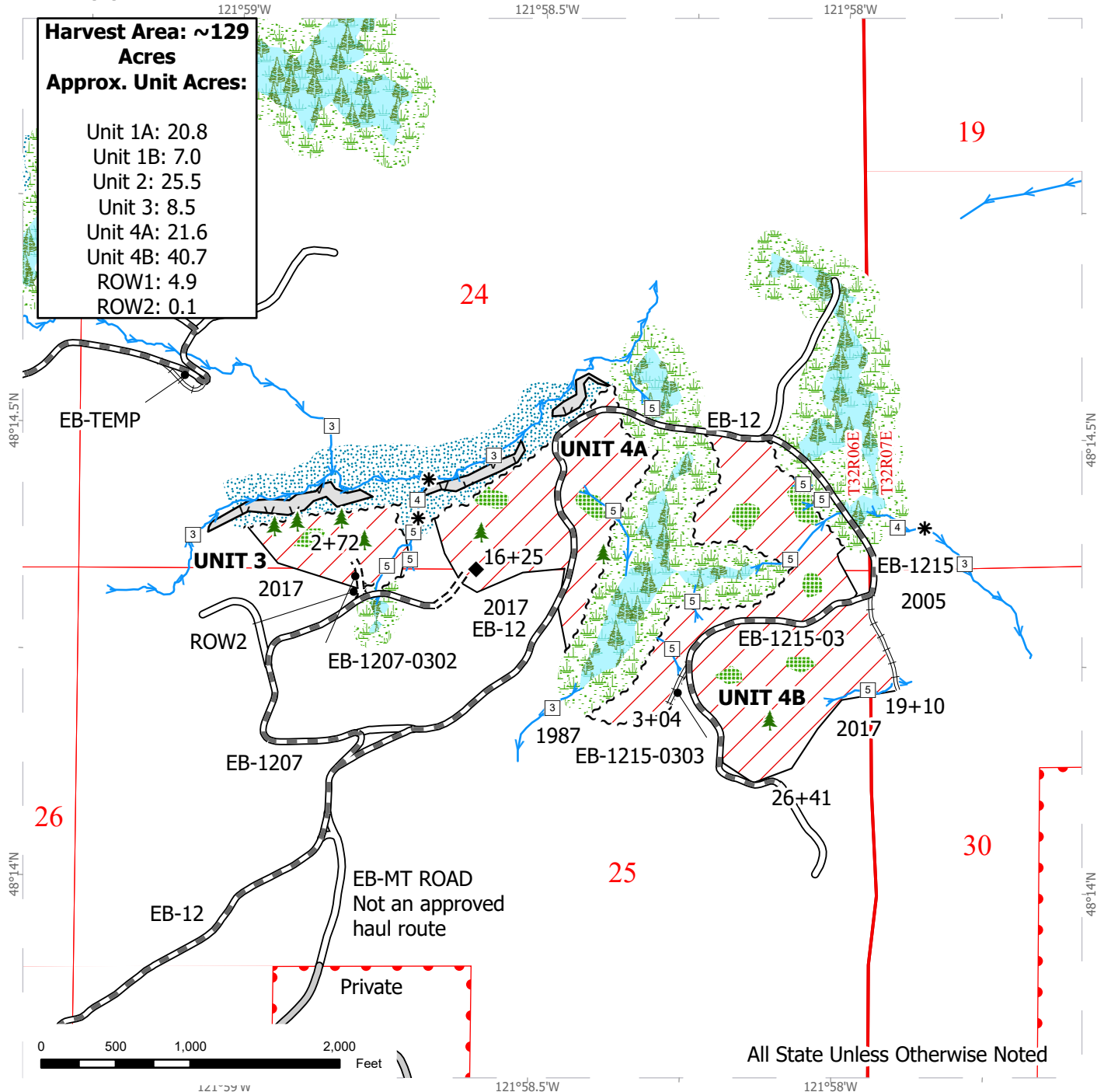
Variable Retention Harvest	Right of Way Tags	Streams
Leave Tree Area	Timber Type Change	Stream Type
Forested Wetland	DNR Managed Lands	Stream Type Break
Wetland Mgt Zone	Existing Roads	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Required Pre-Haul Maintenance	Survey Monument
No-Entry Zone	Required Construction	
Sale Boundary Tags	Required Reconstruction	



TIMBER SALE MAP

SALE NAME: BEIGNET
AGREEMENT #: 30-105182
TOWNSHIP(S): T32R6E, T32R7E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1640



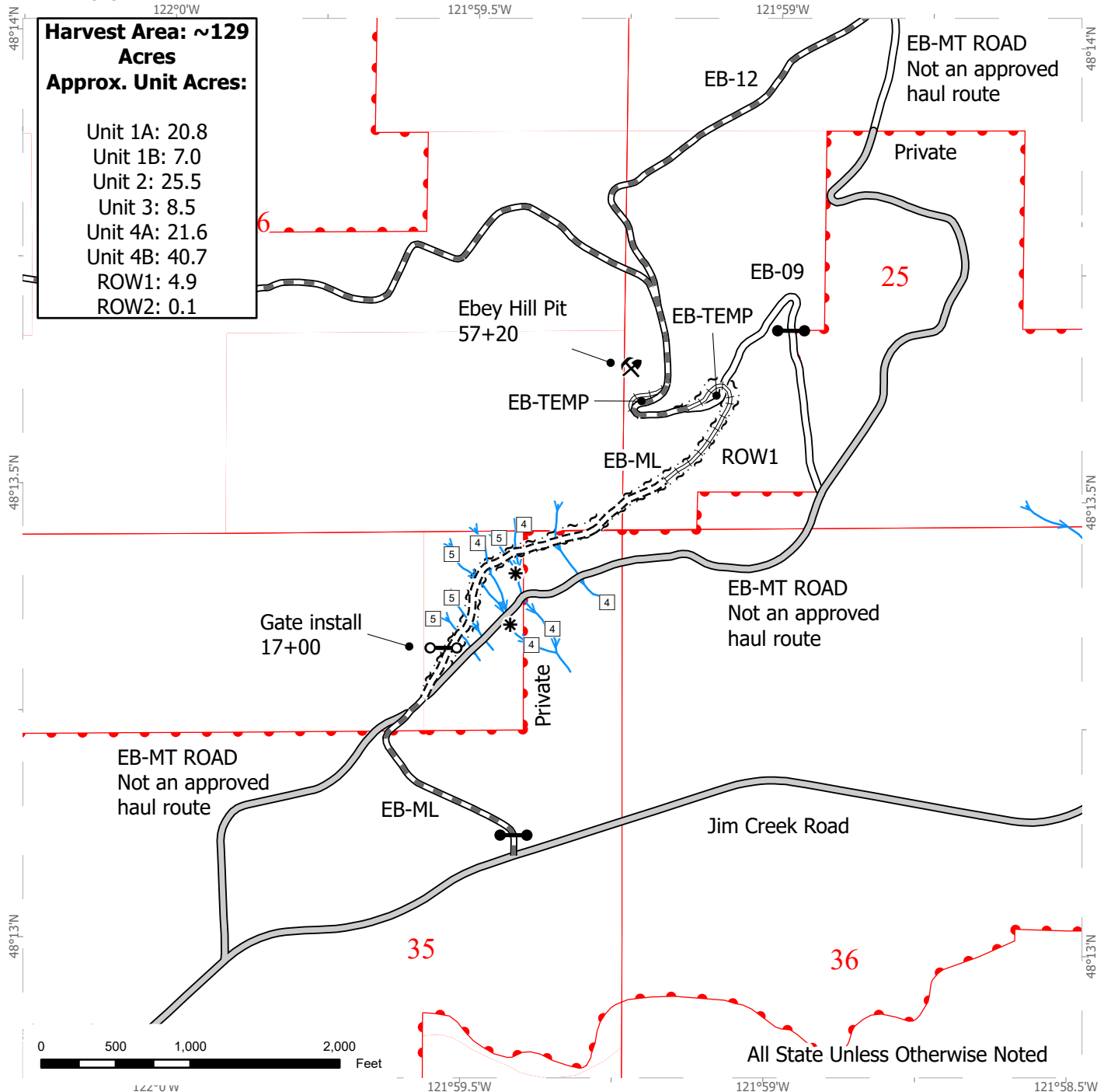
Variable Retention Harvest	Right of Way Tags	Required Reconstruction
Leave Tree Area	Timber Type Change	Streams
Forested Wetland	DNR Managed Lands	Stream Type
Wetland Mgt Zone	County Road	Stream Type Break
Riparian Mgt Zone	Existing Roads	Leave Tree Area <1/4-acre
No-Entry Zone	Required Pre-Haul Maintenance	Survey Monument
Sale Boundary Tags	Required Construction	



TIMBER SALE MAP

SALE NAME: BEIGNET
AGREEMENT #: 30-105182
TOWNSHIP(S): T32R6E, T32R7E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1640



Harvest Area: ~129 Acres
Approx. Unit Acres:

- Unit 1A: 20.8
- Unit 1B: 7.0
- Unit 2: 25.5
- Unit 3: 8.5
- Unit 4A: 21.6
- Unit 4B: 40.7
- ROW1: 4.9
- ROW2: 0.1

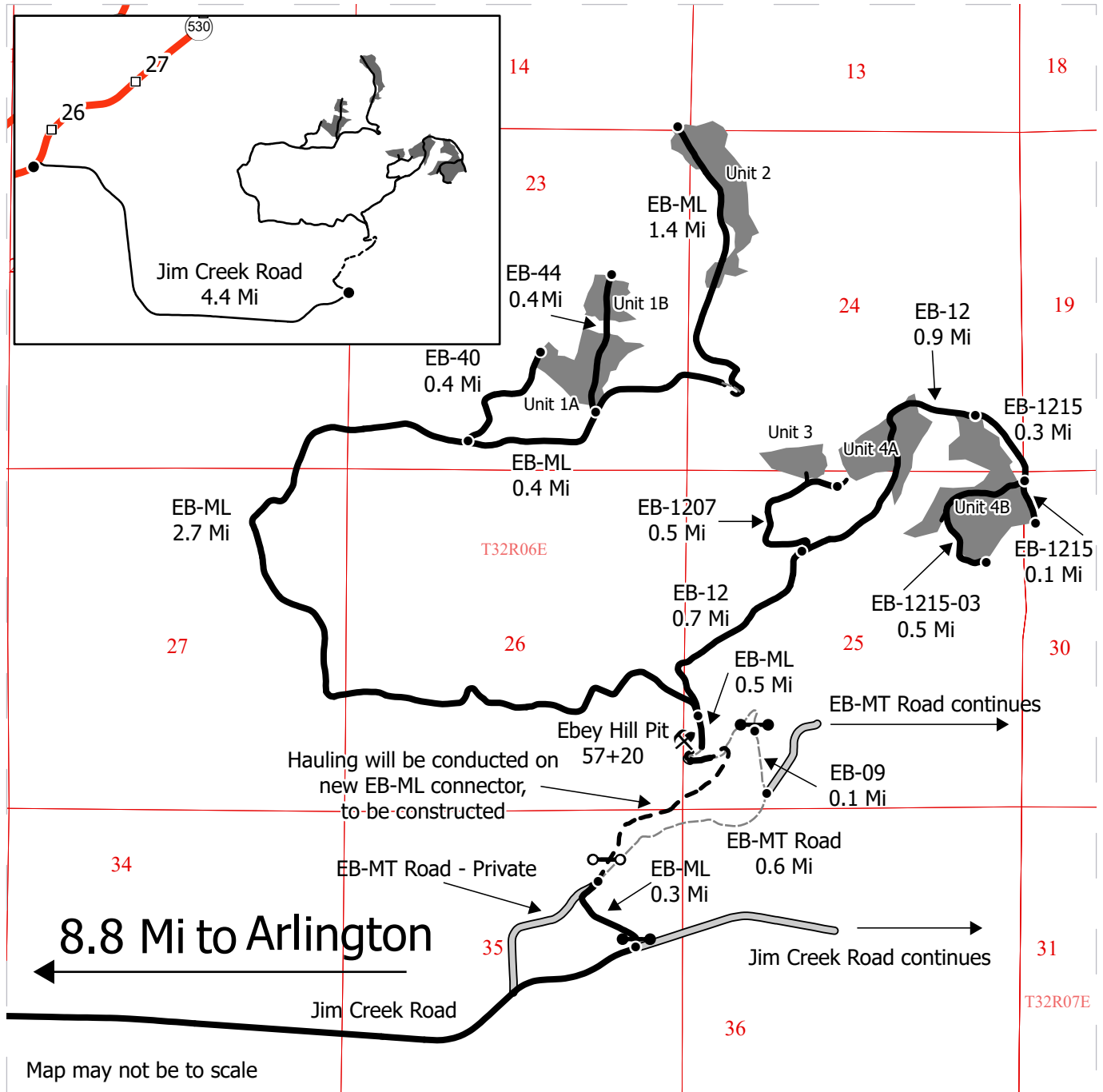
- | | |
|---------------------------------|---------------------|
| ~ ~ Right of Way Tags | — Stream |
| ⬮ DNR Managed Lands | □ Stream Type |
| — County Road | * Stream Type Break |
| — Existing Roads | ⚡ Rock Pit |
| — Required Pre-Haul Maintenance | ● Gate (F 1-3) |
| --- Required Construction | ○ Gate Installation |
| == Required Reconstruction | |



DRIVING MAP

SALE NAME: BEIGNET
AGREEMENT #: 30-105182
TOWNSHIP(S): T32R6E, T32R7E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1640



- Harvest Unit
- County Road
- Haul Route
- View Only Route
- New Construction
- Distance Indicator
- Gate (F 1-3)
- Gate Installation
- Rock Pit

DRIVING DIRECTIONS:

From the Highway 9/State Route 530 NE intersection in Arlington, travel 4.4 miles northeast on State Route 530. Turn right onto Jim Creek Road. Travel 4.4 miles east on Jim Creek Road. Turn left onto the EB-ML; F 1-3 key required. Continue 0.3 miles to the junction of EB-ML and EB-MT Road. Continue on EB-MT Road for 0.6 miles, then turn left onto EB-09. After 0.1 miles, pass the gate; F 1-3 key required. To access units 3, 4A, and 4B, continue for 0.5 miles. Turn right at the fork onto the EB-12. After 0.7 miles, turn left onto EB-1207 to access unit 3. For unit 4A, continue on EB-12 for 0.9 miles beyond the EB-1207 fork. To access unit 4B, continue on EB-1215 for 0.3 miles. Unit is located on the right. To access units 1A, 1B, and 2, turn left at the EB-12 fork. Continue on the EB-ML for 3.1 miles. Turn left onto the EB-44 to access units 1A and 1B. Otherwise, continue on the EB-ML for 1.4 miles to access unit 2.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0105182

SALE NAME: BEIGNET

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on June 12, 2024 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 bounded by white timber sale boundary tags, adjacent young stands, and the EB-ML and EB-40 roads, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1 (collectively labeled 1A and 1B).

All timber bounded by white timber sale boundary tags, adjacent young stands, and the EB-ML Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber bounded by white timber sale boundary tags and adjacent young stands, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3.

All timber bounded by white timber sale boundary tags, adjacent young stands, and the EB-ML, EB-12, EB-1215 and EB-1215-03 roads, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #4 (collectively labeled 4A and 4B).

All timber bounded by orange right-of-way tags.

All forest products described above located on approximately 129 acres on part(s) of Section 30 in Township 32 North, Range 7 East, Sections 13, 14, 23, 24, 25, 26, and 35 all in Township 32 North, Range 6 East W.M. in Snohomish County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to March 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.

- 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 \$937.00 per acre per annum for the acres on which an operating release has not been issued in the sale area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."

- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Cottonwood	\$105.20	0	\$0.00	\$9.00	\$9.00
Douglas fir	\$394.23	0	\$0.00	\$9.00	\$9.00
Hemlock	\$288.79	0	\$0.00	\$9.00	\$9.00
Red alder	\$313.98	0	\$0.00	\$9.00	\$9.00
Redcedar	\$689.53	0	\$0.00	\$9.00	\$9.00
Other	\$387.76	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and

hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends 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.
- 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; EB-ML, EB-12, EB-1207, EB-1207-03, EB-1207-0302, EB-1215, EB-1215-03, EB-1215-0303, EB-40, EB-44, EB-50. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the Ebey Mountain Road, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

RUP with:

Merrill & Ring Inc.; #55-106182; dated December 4, 2023.

Purchaser shall furnish the State with a check made payable to Merrill & Ring Inc., in the amount of \$2,052.00, on the day of sale for permit #55-106182, for right-of-way timber.

G-430 Open Fires

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

G-450 Encumbrances

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

Easement, including the terms and provisions thereof,

For: Road

In Favor of: Scott Paper Company

Disclosed by Application No.: 50-031964

Granted: 9/15/1970

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Overhead Power

In Favor of: Public Utility District #1 of Snohomish County

Disclosed by Application No.: 50-076901
Granted: 7/21/1956
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Scott Paper Company
Disclosed by Application No.: 50-076905
Granted: 4/29/1975
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Scott Paper Company
Disclosed by Application No.: 50-082290
Granted: 7/7/1989
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Ebey Logging Company
Disclosed by Application No.: 50-086019
Granted: 2/25/1909
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Transmission
In Favor of: United States of America
Disclosed by Application No.: 50-100174
Granted: 3/28/1950
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: County Road
In Favor of: Snohomish County
Disclosed by Application No.: 50-1000175
Granted: 9/11/2019
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road Use Permit
In Favor of: Merrill & Ring, Inc.
Disclosed by Application No.: 50-102887
Granted: 1/18/2022
Expires: 11/30/2024

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 \$118,612.00. The total contract price consists of a \$0.00 contract bid price plus \$118,612.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$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-001 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the contract, unless approved in writing by the State.

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from November 1 to March 31 BY GROUND-BASED EQUIPMENT unless authorized in writing by the Contract Administrator.

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 200 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Purchaser shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the Contract Administrator. Purchaser may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.

Removal of designated reserve trees from the sale area is unauthorized, and may invoke the use of the G-230 '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 8 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

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

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

H-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-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable or tethered equipment (See H-141 for restrictions); feller-buncher, shovel or "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" (See H-141 for restrictions) on sustained slopes 35% or less; self-leveling equipment on sustained slopes 55% or less (See H-141 for restrictions). Authority to use other

equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-130 Hauling Schedule

The hauling of forest products will not be permitted on any roads from November 1 to March 31 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. The following types of equipment are considered ground-based equipment:

SHOVEL is defined as a low ground pressure track-mounted machine with hydraulic boom and grapple capable of picking up one end of the largest log 25 feet from the center of the machine.

FELLER-BUNCHER/HARVESTER is defined as a track mounted machine with hydraulic boom and cutter head capable of felling, bucking, limbing, and decking logs in one operation.

FORWARDER is defined as a track or rubber tire machine used for transporting logs to a landing by use of a bunk with self loading boom in which logs are carried free of the ground.

RUBBER-TIRED SKIDDER is defined as a skidder mounted on rubber tires used to drag logs to a landing. Logs are generally pulled in groups of six or less, with one end on the ground.

TRACKED SKIDDER is defined as any tracked tractor or skidder, fixed or articulated, used to drag logs to landings. Logs are generally pulled in groups of six or less, with one end on the ground.

B. Equipment shall remain at least 30 feet from all water courses or areas of wet/soft soils, except as necessary to cross at approved locations. Water course crossing structures must be approved by the Contract Administrator.

C. When yarding and loading operations are occurring simultaneously, an additional shovel shall be required for loading to avoid extra trips to the landing. Shovel yarding shall not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.

D. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of

operations) or operations moved off site for a period of more than two weeks before any activities resume on site.

E. Maintain a 30-foot equipment limitation zone on either side of all type-5 streams. Trees shall be felled away from all typed waters where possible.

F. Purchaser is responsible for all notification signage relating to logging or road construction activity at the Purchaser's expense.

G. Purchaser shall not block the Ebey Mountain Road unless authority is granted in writing by the Contract Administrator. Flaggers and signage are required, and provided at the Purchaser's expense, when active harvesting operations are within a tree length and a half of Ebey Mountain Road.

H. The EB-ML gates must be closed and locked at the end of each day. Refer to Timber Sale Prospectus map for gate locations.

I. Leave trees may be traded for trees of the same size, species, and similar location with prior approval from the Contract Administrator.

J. Hauling of timber on Ebey Mountain Road is not permitted.

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. A copy of the timber sale map, contract, and the FPA shall be present on site during active operations.

B. There are "No Entry Area"(s) adjacent to Units 3 and 4A where no activity is allowed to occur. If any timber from the sale area accidentally falls into the "No Entry Area"(s), the tree must be left where it lands.

C. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize self-leveling and/or tethered equipment prior to use. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized.

D. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" equipment prior to use. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, skidders will no longer be authorized.

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 12/14/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the EB-ML, EB-12, EB-1207, EB-1207-03, EB-1207-0302, EB-1215, EB-1215-03, EB-1215-0303, EB-40, EB-44, EB-50 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-130 Dust Abatement

Purchaser shall abate dust on the EB-ML (12+60 to 17+60) from July 1 to October 1 as directed by the Contract Administrator while hauling. The Contract Administrator may require the Purchaser to develop a dust abatement plan which may include but not be limited to application of water, lignin, magnesium chloride, reduction in truck speed.

Section S: Site Preparation and Protection**S-001 Emergency Response Plan**

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

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

S-010 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations under this agreement following the

requirements of WAC 332-24-005 and WAC 332-24-405 and further agrees to use the highest degree of care to prevent uncontrolled fires from starting.

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

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

S-020 Extreme Hazard Abatement

Purchaser shall provide a written Extreme Hazard Abatement plan that meets the requirements of WAC 332-24 prior to the beginning of logging operations. The plan must be acceptable to the Contract Administrator. The plan will identify how Purchaser will accomplish abatement. Purchaser shall also provide, and keep current, a written timetable for completion of all specified work in the plan. The Contract Administrator's acceptance and approval of Purchaser's hazard abatement plan shall not be construed as any statement or warranty that the hazard abatement plan is adequate for Purchaser's purposes or complies with applicable laws.

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-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-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

Purchaser shall be responsible for restoring the site in the event of a spill 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.

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 the sale area.

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

Jay Guthrie
Northwest Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Beignet	Region: Northwest
Agreement #: 30-105182	District: Cascade
Contact Forester: Hunter Billen Phone / Location: 360-410-5458 / Granite Falls	County(s): Choose a county, Snohomish
Alternate Contact: John Moon Phone / Location: 360-770-4436 / Granite Falls	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: See Logging Plan Map	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
U1 VRH	Sec 23 / Twp 32 / Rng 06E	01	31.9	0.0	1.5	2.6	0.0	27.8	GPS (Garmin)
U2 VRH	Sec 24 / Twp 32 / Rng 06E	01	29.1	0.0	1.7	1.9	0.0	25.5	GPS (Garmin)
U3 VRH	Sec 24 / Twp 32 / Rng 06E	01	9.3	0.0	0.8	0.0	0.0	8.5	GPS (Garmin)
U4 VRH	Sec 24 / Twp 32 / Rng 06E	01	72.0	0.0	4.5	5.2	0.0	62.3	GPS (Garmin)
ROW1*	Sec 35 / Twp 32 / Rng 06E	03	6.0	0.0	0.0	0.1	0.8*	5.1	GPS (Garmin)
ROW2	Sec 25 / Twp 32 / Rng 06E	01	0.1	0.0	0.0	0.0	0.0	0.1	
TOTAL ACRES			148.4	0.0	8.5	9.8	0.8	129.3	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
Unit 1	Variable Retention Harvest (VRH). Take all trees bounded by white "Timber Sale		Clumped: 209

	Boundary" tags and pink flagging. Leave tree areas are marked with yellow "Leave Tree Area" tags and individual leave trees are marked with a band of blue paint.		Scattered: 28 Total: 237
Unit 2	Variable Retention Harvest (VRH). Take all trees bounded by white "Timber Sale Boundary" tags and pink flagging. Leave tree areas are marked with yellow "Leave Tree Area" tags and individual leave trees are marked with a band of blue paint.		Clumped: 216 Scattered: 1 Total: 217
Unit 3	Variable Retention Harvest (VRH). Take all trees bounded by white "Timber Sale Boundary" tags and pink flagging. Leave tree areas are marked with yellow "Leave Tree Area" tags and individual leave trees are marked with a band of blue paint.		Clumped: 72 Scattered: 5 Total: 77
Unit 4	Variable Retention Harvest (VRH). Take all trees bounded by white "Timber Sale Boundary" tags and pink flagging. Leave tree areas are marked with yellow "Leave Tree Area" tags and individual leave trees are marked with a band of blue paint.		Clumped: 360 Scattered: 174 Total: 534
ROW1, ROW2	Take all tree bounded by orange "Right of Way" tags.		

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
Unit 1	WH, DF / 562	See Driving Directions	See driving and traverse maps
Unit 2	WH, DF / 634	See Driving Directions	Same as above
Unit 3	WH, DF / 212	See Driving Directions	Same as above
Unit 4	WH, DF / 2500	See Driving Directions	Same as above
ROW1	WH, DF / 60	See Driving Directions	Same as above
ROW2	WH, DF / 1	See Driving Directions	Same as above
TOTAL MBF	3969 MBF		

REMARKS:

- GPS points are marked with green and pink flagging; some GPS values are written in blue paint on the
--

back of the tree.

- There are multiple distinct timber types between each unit within this proposal. Unit 1 is a primarily younger stand of dominant WH and sub-dominant DF within the 55-70 year age range. Unit 2 is of similar structure with a more evident WH dominance. Unit 3 is a distinctly older cohort with multiple canopy layers and scatterings of trees within the 120+ year age range, primarily towards the northern boundary. Unit 4 has an evident co-dominance of WH and DF within the canopy. It is comprised of two distinct cohorts, an older/larger DF cohort and a younger/smaller cohort of WH.

- The understory of all units within this proposal is heavily dominated by salmonberry. Individual tree spacing is also larger than average, except for units 1A and 1B, suggesting over-thinning in past management.

*0.8 Acres of ROW1 passes through non-state land, and as such will need to be cruised separately. The exact location of the RUP acres can be found in the ROW_RUP shapefile located within the shapefiles for cruisers folder.

Driving Directions:

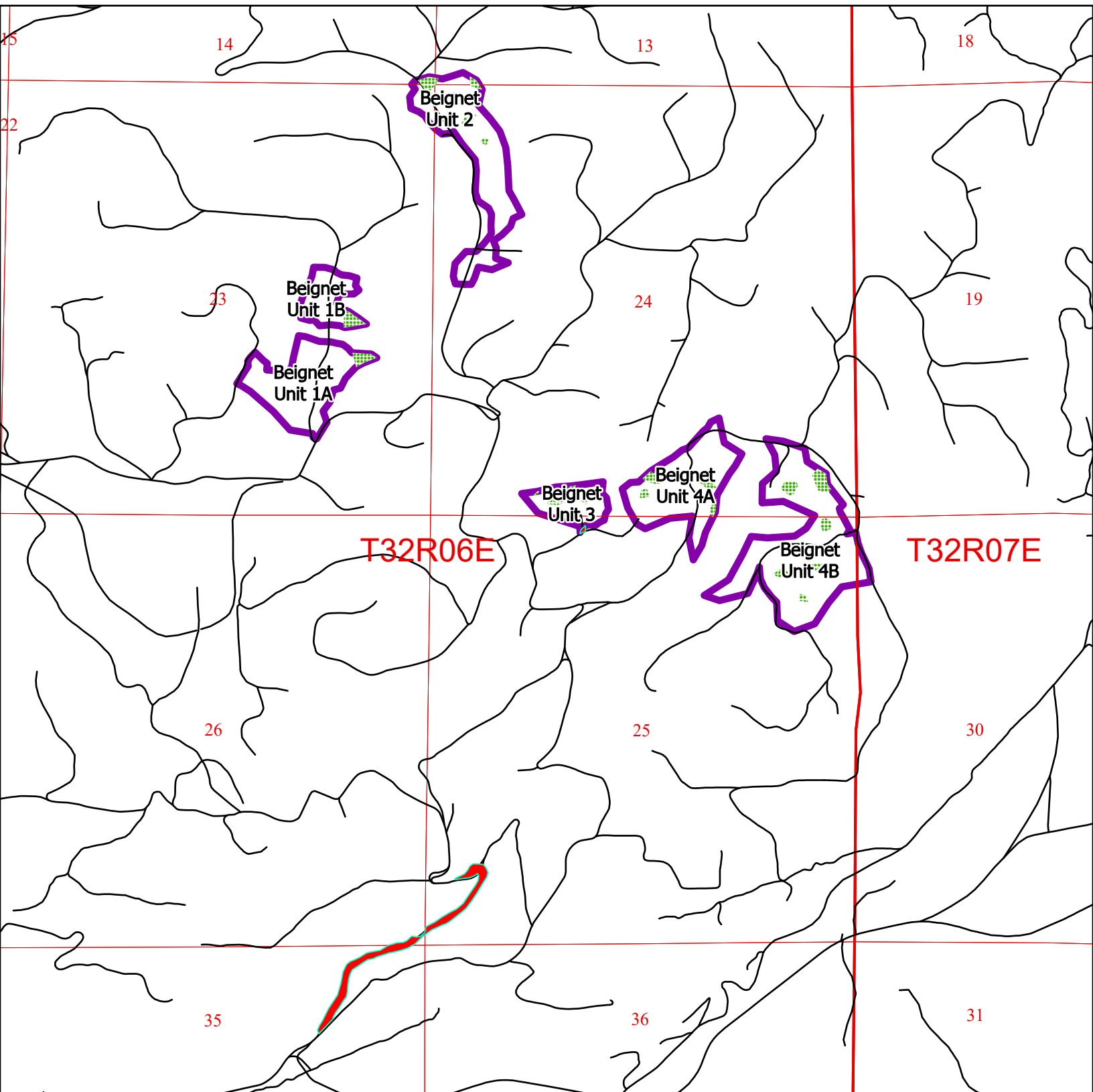
From the Highway 9/State Route 530 NE Intersection in Arlington, travel 4.4 miles northeast on State Route 530 NE. Turn right onto Jim Creek Road. Travel 4.4 miles east on Jim Creek Road. Turn left onto the EB-ML; F 1-3 key required. Continue 0.3 miles to the junction of EB-ML and EB-MT Road. Continue on EB-MT Road for 0.6 miles, then turn left onto EB-09. After 0.1 miles, pass the gate; F 1-3 key required.







To access units 3, 4A, and 4B, continue for 0.5 miles. Turn right at the fork onto the EB-12. After 0.7 miles, turn left onto EB-1207 to access unit 3. For units 4A and 4B, continue for 0.9 miles beyond the EB-1207 fork.

To access units 1A, 1B, and 2, Turn left at the EB-12 Fork. Continue on the EB-ML for 3.1 miles. Turn left onto the EB-44 to access units 1A and 1B. Otherwise, continue for 1.4 miles on the EB-ML to access unit 2.

Prepared By: Hunter Billen Date: 10/9/2023	Title: Pre-Sales Forester	CC: John Moon
---	----------------------------------	----------------------

Beignet Timber Sale



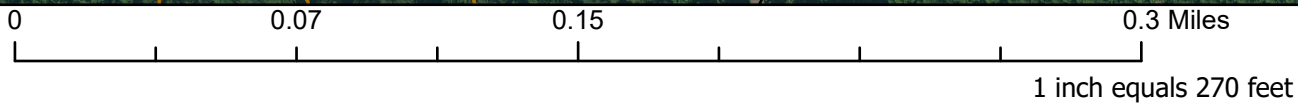
-  Beignet
-  Leave Tree Areas
-  Survey - Section Lines
-  Right of Way
-  Survey - Township Lines
-  Roads










1 inch equals 1,600 feet

Produced On: 12/27/2023 1:32 PM

Produced by: hbil490

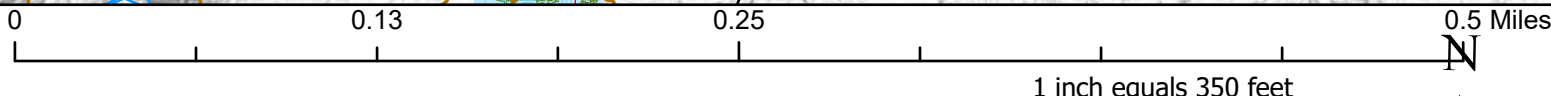
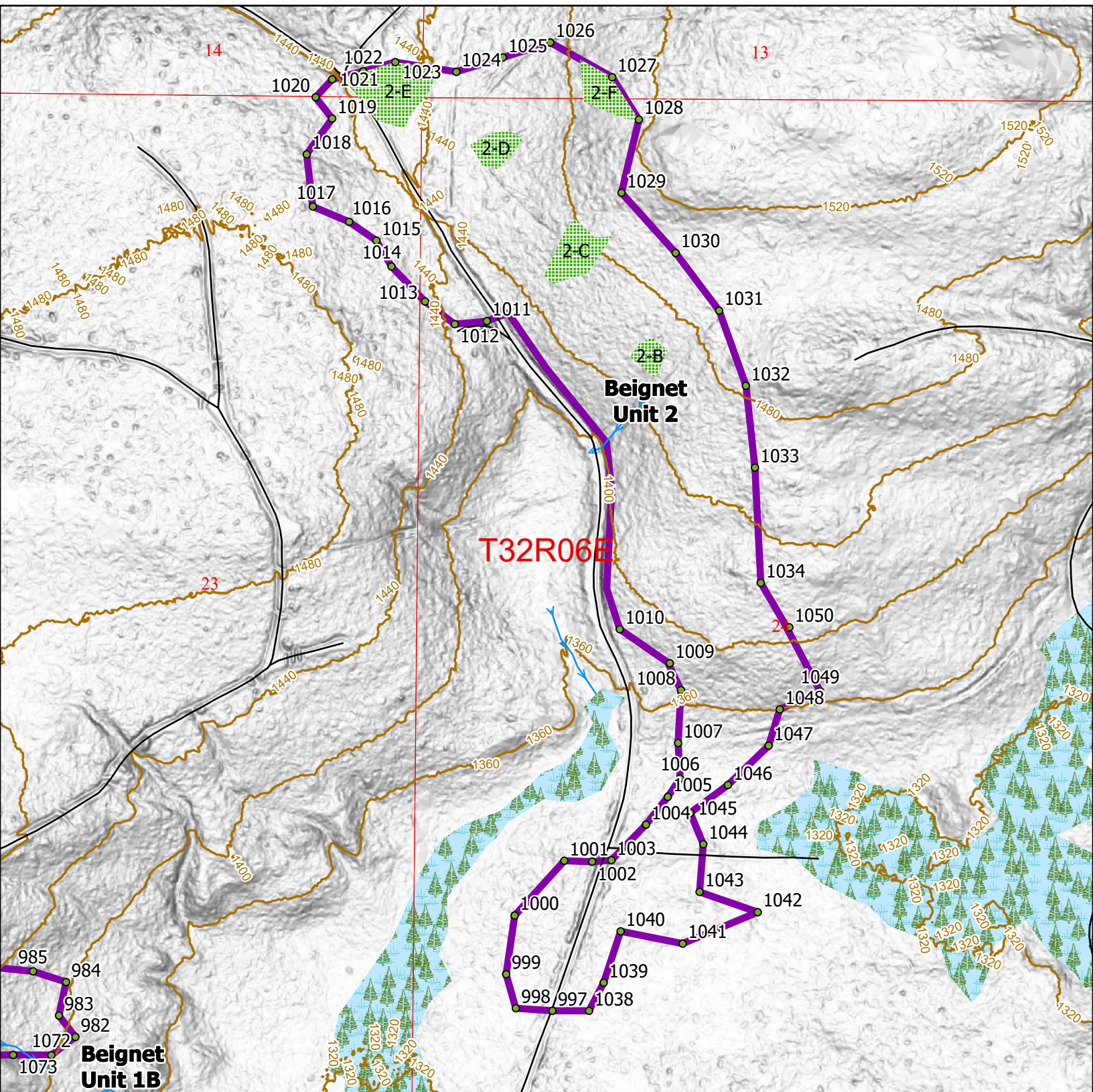
Beignet Timber Sale - Unit 1 Orthophoto












-  Streams
-  Wetlands
-  Beignet
-  Survey - Section Lines
-  Survey - Township Lines
-  Boundary Traverse
-  Roads
-  Contours 40 ft
-  Leave Tree Areas



Beignet Timber Sale - Unit 2 Hillshade

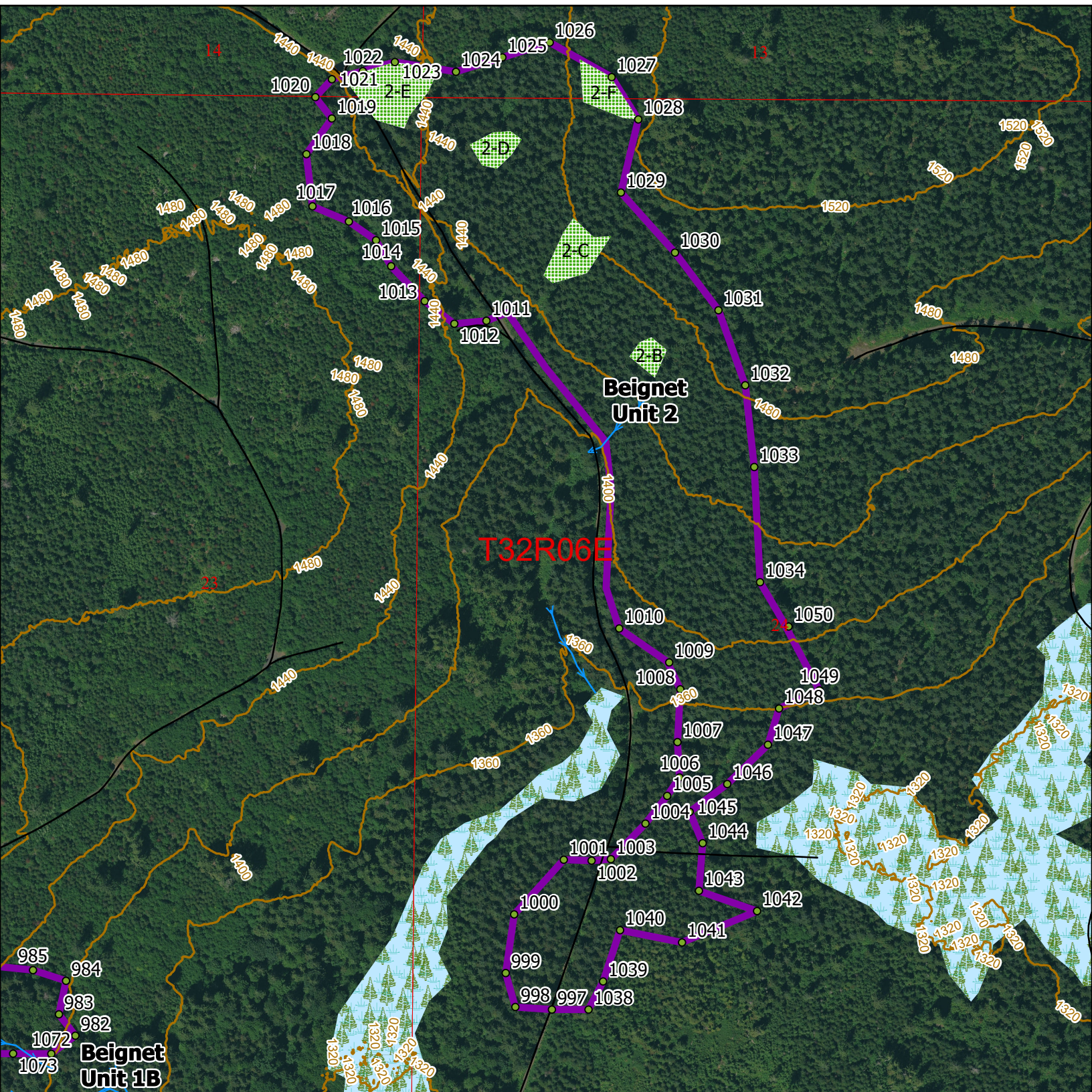


-  Streams
-  Wetlands
-  Beignet
-  Survey - Section Lines
-  Survey - Township Lines
-  Boundary Traverse
-  Roads
-  Contours 40 ft
-  Leave Tree Areas

Produced On: 12/27/2023 2:07 PM

Produced by: hbil490

Beignet Timber Sale - Unit 2 Orthophoto



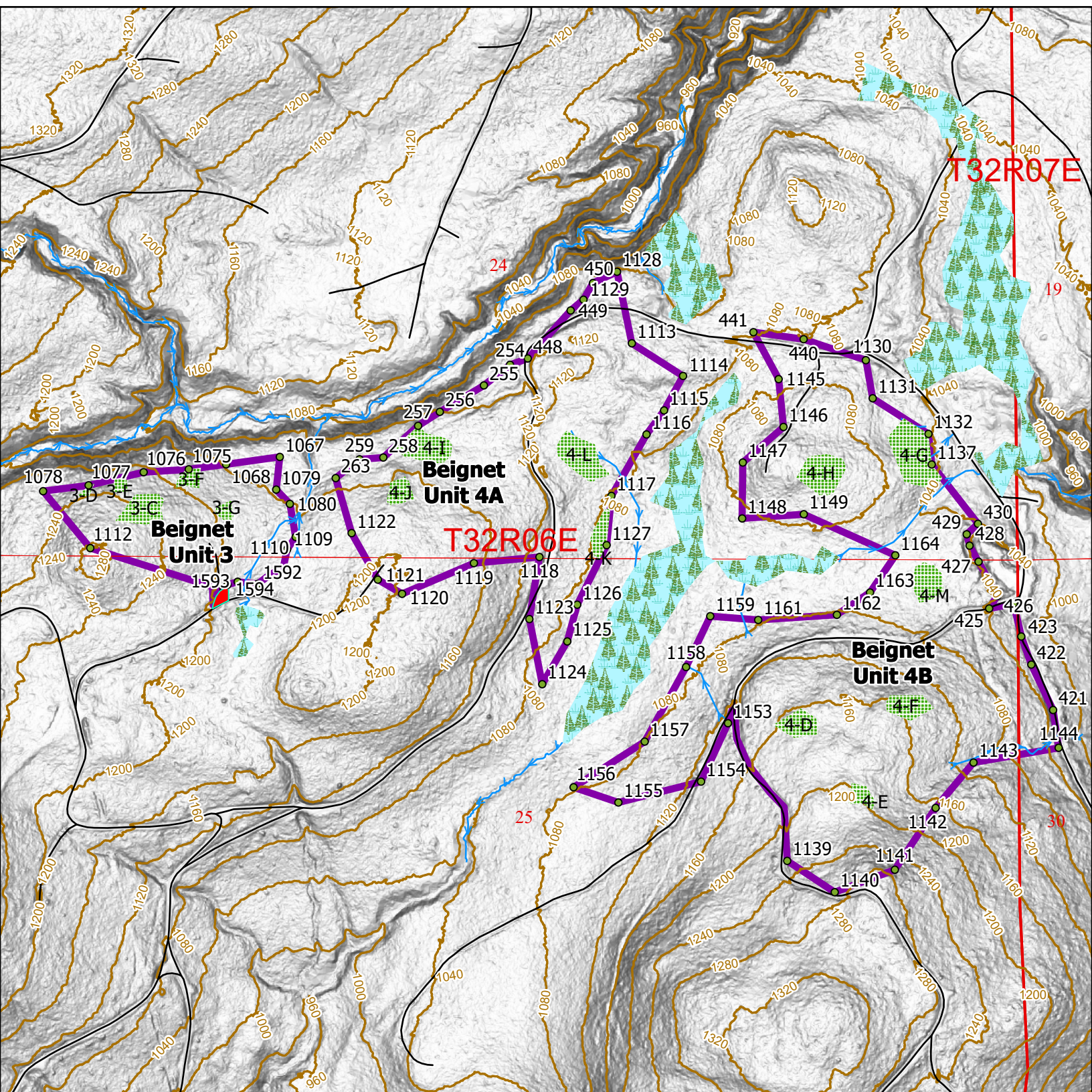
- Streams
- Wetlands
- Beignet
- Survey - Section Lines
- Survey - Township Lines
- Leave Tree Areas
- Roads
- Contours 40 ft
- Boundary Traverse

1 inch equals 350 feet

Produced On: 12/27/2023 2:02 PM

Produced by: hbil490

Beignet Timber Sale - Unit 3&4 Hillshade



0 0.17 0.35 0.7 Miles

1 inch equals 550 feet

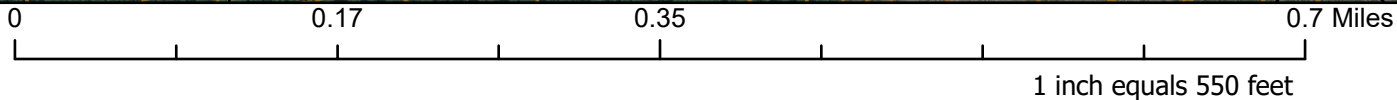
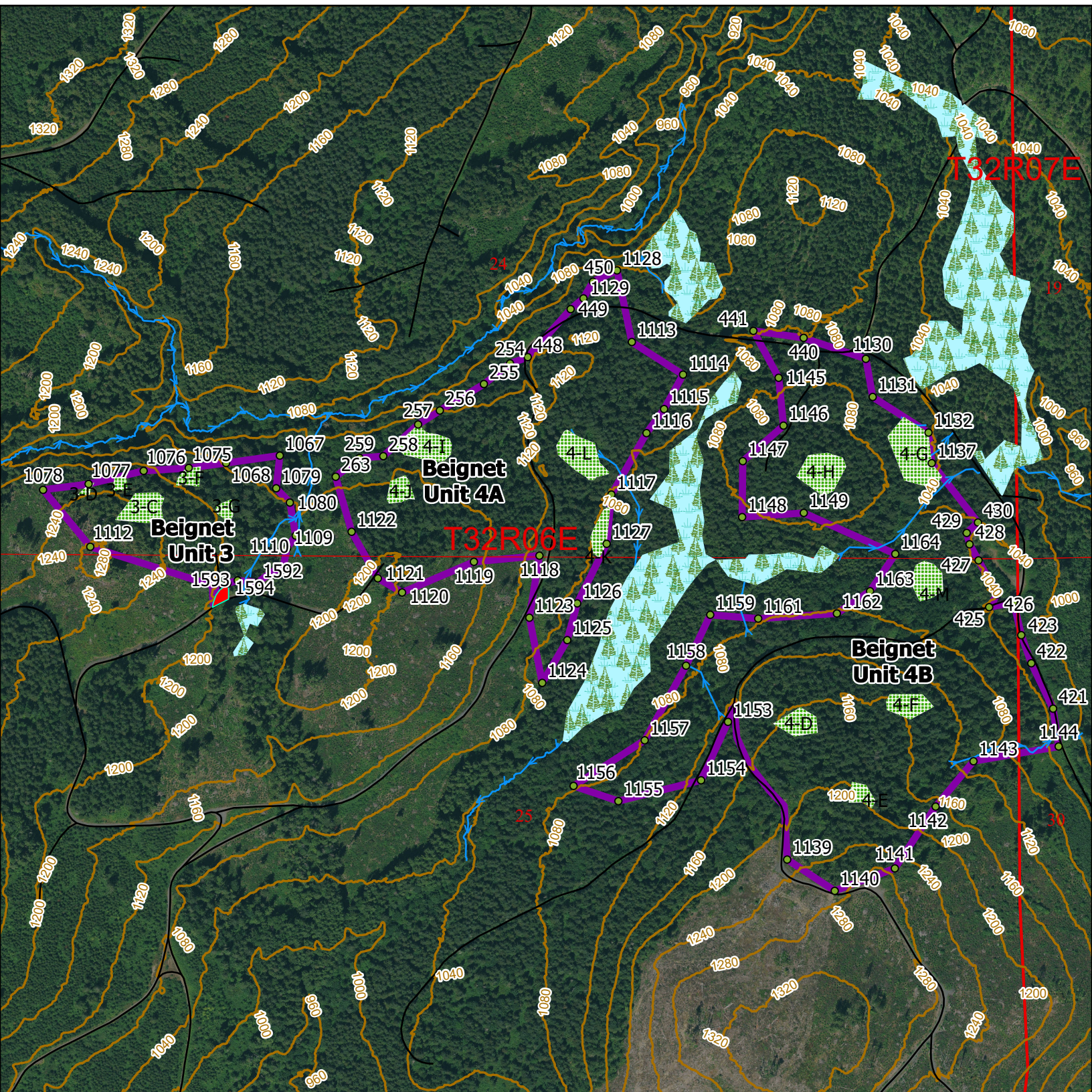
-  Streams
-  Beignet
-  Survey - Section Lines
-  Survey - Township Lines
-  Boundary Traverse
-  Roads
-  Contours 40 ft
-  Leave Tree Areas
-  Right of Way
-  Wetlands













Produced On: 12/27/2023 2:57 PM

Produced by: hbil490

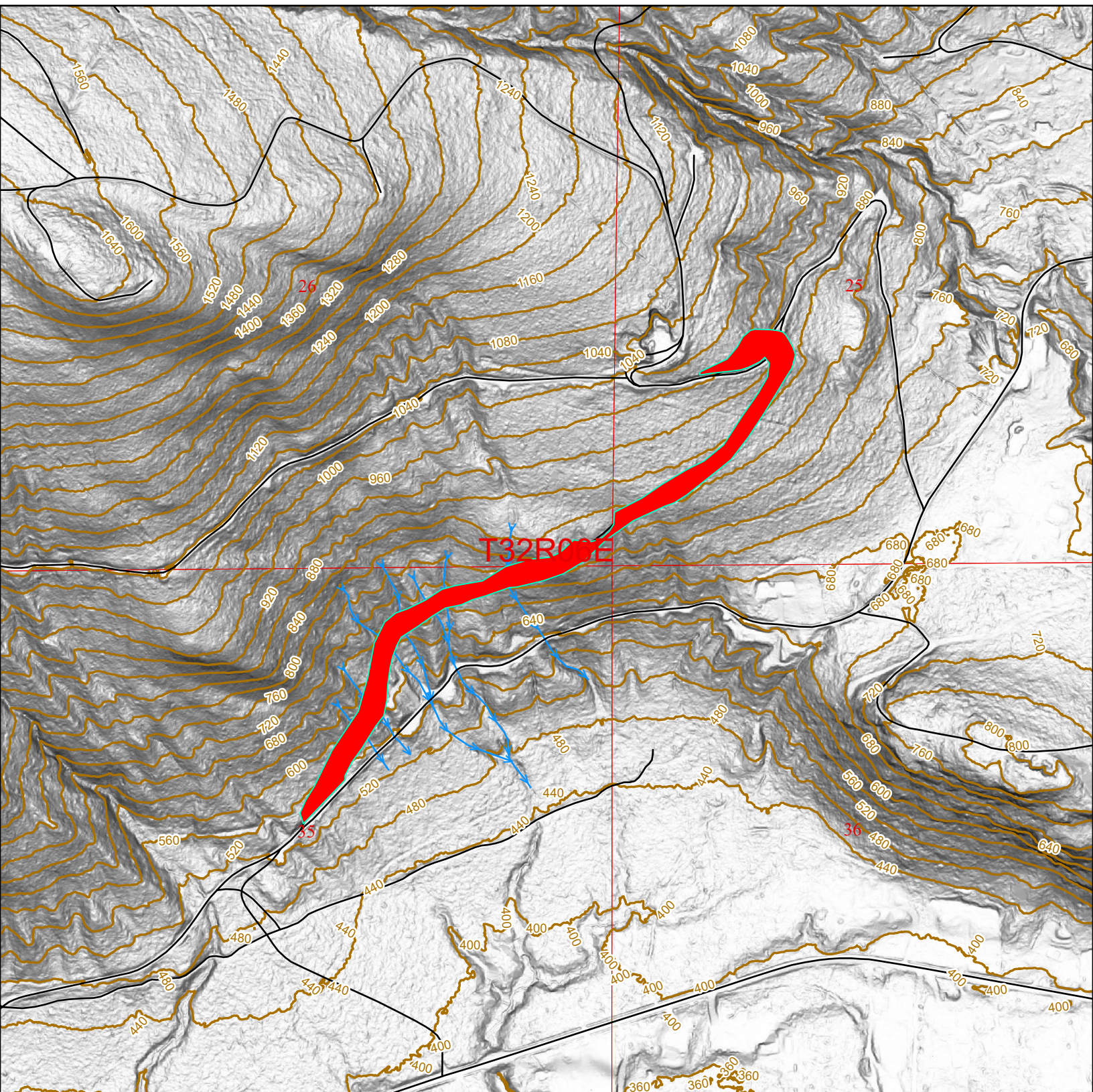
Beignet Timber Sale - Unit 3&4 Orthophoto



-  Streams
-  Beignet
-  Survey - Section Lines
-  Survey - Township Lines
-  Boundary Traverse
-  Roads
-  Contours 40 ft
-  Leave Tree Areas
-  Right of Way
-  Wetlands









Beignet Timber Sale - Right-of-Way 1 Hillshade



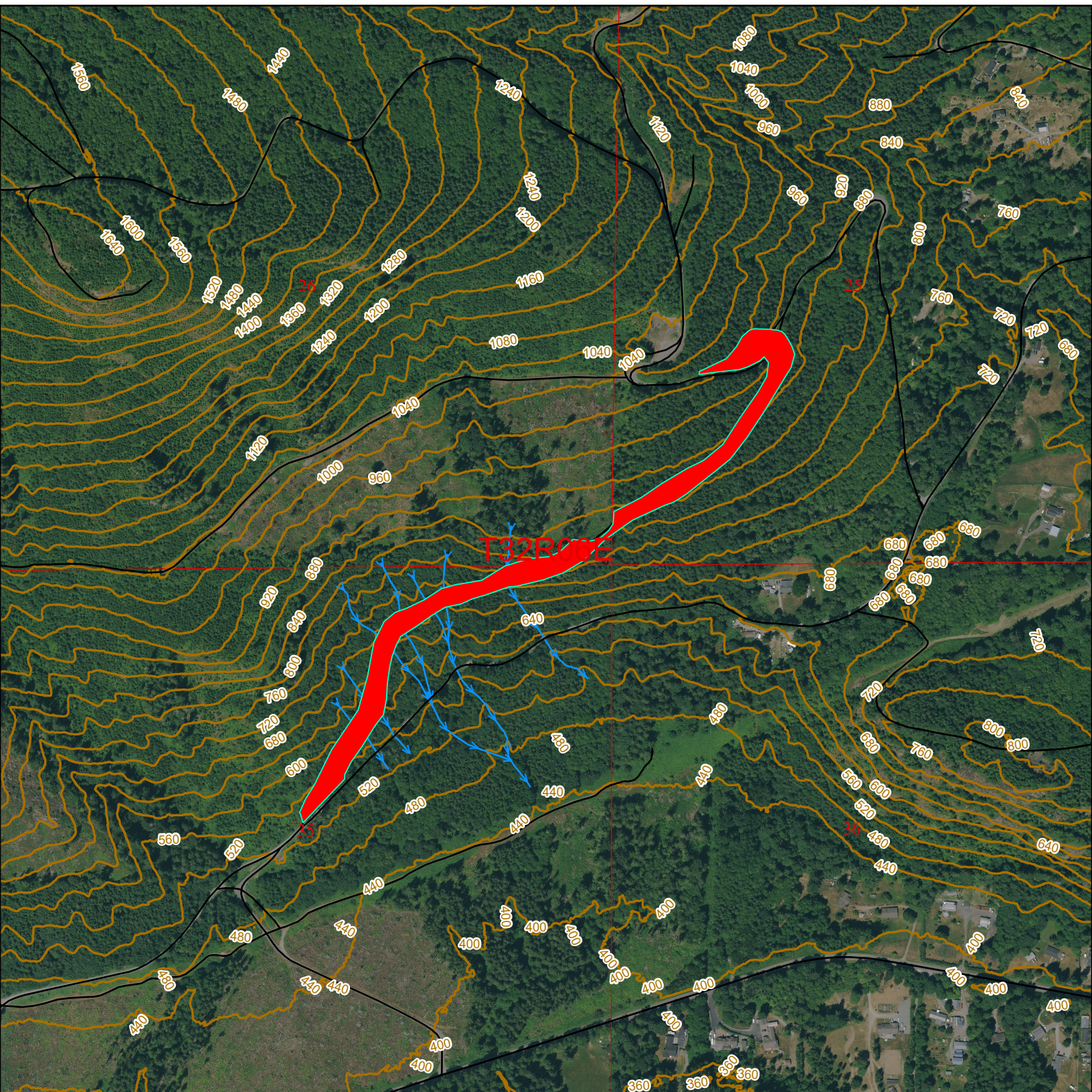
0 0.17 0.35 0.7 Miles

1 inch equals 550 feet

-  Streams
-  Contours 40 ft
-  Survey - Section Lines
-  Right of Way
-  Survey - Township Lines
-  Roads



Beignet Timber Sale - Right-of-Way 1 Orthophoto



0 0.17 0.35 0.7 Miles

1 inch equals 550 feet

- Streams
- Survey - Section Lines
- Survey - Township Lines
- Roads
- Contours 40 ft
- Right of Way



Produced On: 12/27/2023 3:13 PM

Produced by: hbil490

Timber Sale Cruise Report Beignet - NW

Sale Name: BEIGNET

Sale Type: LUMP SUM

Region: NORTHWEST

District: CASCADE

Lead Cruiser: Matt Llobet

Other Cruisers: Bailey Vos

Cruise Narrative:

Beignet is a four unit timber sale located 4.4 miles east of Arlington, off the EB-ML. The sale ranges from 1054 feet to 1550 feet in elevation. Forest roads provide good road access throughout all four units.

All VHR units were cruised using a 54.4/40 BAF and a 1:1 sample ratio was applied. The right of way units were cruised using a 54.4/40.0 BAF and a cruise-all sample was applied. The smallest merchantable tree cruised throughout the sale had a DBH of 7.0 inches and 5.0 inches at 16 feet.

Conifer log lengths were cruised in 2 foot multiples - maximizing 32-40 ft. lengths.

Hardwood log lengths were cruised in 10 foot multiples - no longer than 30 feet long.

The stand characteristics throughout Beignet showed a uniform Douglas fir (79%) dominant timber type with scattered Western Hemlock (18%) throughout. The terrain showed productive harvesting ground throughout all four units. Beignet cruised out at 35,281 bf per acre and all timber showed good form. Portions of Beignet carry a dense WH understory with thick brush, which made sighting stems on plot difficult. Douglas fir poles (71mbf) were cruised throughout the sale, in both transmission and distribution lengths.

Right of Way:

The right of way volume associated with Beignet is fully timbered new construction.

Logging:

Approximately 100% of the sale is ground base harvest with productive operator ground.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	19.0	8.0		3,619	1,799	1,633	170	18
WH	19.0			825	493	284	47	1
RA	12.4			76	3	25	47	
BC	21.7			27	26		1	
RC	23.4			15		12	2	
ALL	18.4	8.0		4,562	2,321	1,955	267	19

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	26,589	12,024	12,871	1,539	155
WH	6,823	3,611	2,742	454	16
RA	591	25	193	374	
BC	165	158		7	
RC	114		99	16	
ALL	34,282	15,817	15,904	2,389	171

Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
231.9	4.7	153.5	1.8	35,281	5.1

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
BEIGNET U1	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	27.8	31.9	20	10	0
BEIGNET U2	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	25.5	29.1	18	10	0
BEIGNET U3	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	8.5	9.2	9	6	0
BEIGNET U4	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	62.3	72.0	31	17	0
BEIGNET ROW1	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	5.1	5.6	8	8	0
BEIGNET ROW2	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 0 ft	0.1	0.1	1	1	0
All		129.3	147.8	87	52	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	2 SAW	Domestic	13.0	38	208	200	4.0	157.7	25.8
BC	LIVE	4 SAW	Domestic	5.6	30	8	8	0.0	7.2	1.0
DF	LIVE	2 SAW	Domestic	14.9	38	13,577	13,323	1.9	11,550.5	1,722.6
DF	LIVE	2 SAW	HQ-B	28.1	40	208	208	0.0	135.1	26.9

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Pole	14.5	40	380	380	0.0	338.5	49.1
DF	LIVE	3 SAW	Domestic	9.0	37	12,597	12,460	1.1	12,709.9	1,611.1
DF	LIVE	3 SAW	Pole	9.9	40	172	172	0.0	161.0	22.2
DF	LIVE	4 SAW	Domestic	6.6	24	1,350	1,312	2.8	1,538.9	169.7
DF	LIVE	CULL	Cull	12.7	8	36	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	6.5	29	137	137	0.0	155.2	17.7
RA	LIVE	2 SAW	Domestic	12.4	30	26	25	3.4	24.5	3.2
RA	LIVE	3 SAW	Domestic	10.6	28	195	195	0.0	192.5	25.2
RA	LIVE	4 SAW	Domestic	6.7	21	365	365	0.0	374.1	47.3
RC	LIVE	3 SAW	Domestic	9.8	25	99	95	4.3	98.7	12.3
RC	LIVE	4 SAW	Domestic	5.3	24	18	18	0.0	15.5	2.3
WH	LIVE	2 SAW	Domestic	14.4	39	3,839	3,811	0.7	3,610.9	492.8
WH	LIVE	3 SAW	Domestic	9.3	37	2,247	2,200	2.1	2,742.1	284.5
WH	LIVE	4 SAW	Domestic	6.3	24	361	361	0.0	453.8	46.7
WH	LIVE	CULL	Cull	15.3	10	56	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	7.5	24	11	11	0.0	15.9	1.4

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5 - 7	LIVE	Domestic	6.3	30	17	0.0	14.8	2.2
BC	8 - 11	LIVE	Domestic	9.8	32	78	2.9	67.4	10.1
BC	16 - 19	LIVE	Domestic	17.5	40	113	5.0	82.7	14.6
DF	5 - 7	LIVE	Pulp	5.8	25	68	0.0	74.0	8.7
DF	5 - 7	LIVE	Domestic	6.7	31	4,164	1.2	4,715.7	538.5
DF	8 - 11	LIVE	Pulp	8.4	40	69	0.0	81.1	8.9
DF	8 - 11	LIVE	Pole	9.9	40	172	0.0	161.0	22.2
DF	8 - 11	LIVE	Domestic	10.1	37	9,607	1.3	9,533.1	1,242.2
DF	12 - 15	LIVE	Cull	12.7	8	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.5	39	8,012	1.8	7,403.7	1,035.9
DF	12 - 15	LIVE	Pole	14.5	40	380	0.0	338.5	49.1
DF	16 - 19	LIVE	Domestic	17.3	38	4,567	1.9	3,642.7	590.5
DF	20+	LIVE	Domestic	24.3	40	744	2.4	504.0	96.2
DF	20+	LIVE	HQ-B	28.1	40	208	0.0	135.1	26.9
RA	5+	LIVE	Domestic	7.6	24	585	0.2	591.1	75.7
RC	5+	LIVE	Domestic	9.6	27	112	3.7	114.3	14.5
WH	5 - 7	LIVE	Domestic	6.5	27	677	0.0	890.5	87.5
WH	5 - 7	LIVE	Pulp	7.5	24	11	0.0	15.9	1.4

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	8 - 11	LIVE	Domestic	10.0	36	1,882	2.4	2,303.0	243.4
WH	12 - 15	LIVE	Domestic	13.6	38	2,088	0.4	2,167.8	270.0
WH	12 - 15	LIVE	Cull	15.3	10	0	100.0	0.0	0.0
WH	16 - 19	LIVE	Domestic	17.3	38	875	1.0	801.9	113.1
WH	20+	LIVE	Domestic	23.4	40	850	1.3	643.7	109.9

Cruise Unit Report BEIGNET U1

Unit Sale Notice Volume (MBF): BEIGNET U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.6	8.0		1,016	246	701	69
WH	15.4			51	12	34	5
RA	10.8			46		9	37
RC	13.3			7		5	2
ALL	14.9	8.0		1,119	258	749	112

Unit Cruise Design: BEIGNET U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	27.8	31.9	20	10	0

Unit Cruise Summary: BEIGNET U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	44	96	4.8	1
WH	4	7	0.4	0
RA	4	6	0.3	0
RC	1	1	0.1	0
ALL	53	110	5.5	1

Unit Cruise Statistics: BEIGNET 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	261.3	49.9	11.2	139.9	18.9	2.9	36,563	53.4	11.5
WH	19.1	212.9	47.6	96.0	21.7	10.8	1,829	214.0	48.8
RA	16.3	244.2	54.6	100.4	12.6	6.3	1,639	244.6	55.0
RC	2.7	447.2	100.0	87.1	0.0	0.0	237	447.2	100.0
ALL	299.4	40.7	9.1	134.5	22.1	3.0	40,268	46.3	9.6

Unit Summary: BEIGNET U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	44	ALL	15.6	73	102	36,992	36,563	1.2	196.9	261.3	66.2	1,016.5
RA	LIVE	CUT	4	ALL	10.8	48	68	1,639	1,639	0.0	25.7	16.3	5.0	45.6
RC	LIVE	CUT	1	ALL	13.3	51	68	237	237	0.0	2.8	2.7	0.7	6.6
WH	LIVE	CUT	4	ALL	15.4	58	79	1,846	1,829	0.9	14.7	19.1	4.9	50.8
ALL	LIVE	CUT	53	ALL	15.1	69	96	40,715	40,268	1.1	240.1	299.4	76.7	1,119.5
ALL	ALL	ALL	53	ALL	15.1	69	96	40,715	40,268	1.1	240.1	299.4	76.7	1,119.5

Cruise Unit Report BEIGNET U2

Unit Sale Notice Volume (MBF): BEIGNET U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	17.2			812	351	419	38	4
WH	14.2			30		23	7	
ALL	16.9			843	351	442	45	4

Unit Cruise Design: BEIGNET U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	25.5	29.1	18	10	0

Unit Cruise Summary: BEIGNET U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	41	77	4.3	0
WH	3	4	0.2	0
ALL	44	81	4.5	0

Unit Cruise Statistics: BEIGNET 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	232.9	29.8	7.0	136.8	20.1	3.1	31,863	36.0	7.7
WH	12.1	246.7	58.2	98.6	12.7	7.4	1,192	247.1	58.6
ALL	245.0	30.7	7.2	134.9	21.1	3.2	33,055	37.3	7.9

Unit Summary: BEIGNET U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	41	ALL	17.2	77	98	32,530	31,863	2.1	144.3	232.9	56.2	812.5
WH	LIVE	CUT	3	ALL	14.2	59	73	1,390	1,192	14.2	11.0	12.1	3.2	30.4
ALL	LIVE	CUT	44	ALL	17.0	76	96	33,919	33,055	2.5	155.3	245.0	59.4	842.9
ALL	ALL	ALL	44	ALL	17.0	76	96	33,919	33,055	2.5	155.3	245.0	59.4	842.9

Cruise Unit Report BEIGNET U3

Unit Sale Notice Volume (MBF): BEIGNET U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	22.6			266	214	49	2	1
DF	39.1			113	113			
RC	31.2			7		7	0	
RA	17.4			4	3		1	
ALL	25.4			391	330	56	3	1

Unit Cruise Design: BEIGNET U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	8.5	9.2	9	6	0

Unit Cruise Summary: BEIGNET U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	14	26	2.9	0
DF	7	7	0.8	0
RC	2	2	0.2	0
RA	1	1	0.1	0
ALL	24	36	4.0	0

Unit Cruise Statistics: BEIGNET 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 (%)
WH	157.3	61.1	20.4	199.2	32.8	8.8	31,331	69.3	22.2
DF	42.3	124.9	41.6	314.4	8.6	3.3	13,311	125.2	41.8
RC	8.9	198.4	66.1	92.1	75.8	53.6	819	212.4	85.1
RA	4.4	300.0	100.0	113.2	0.0	0.0	503	300.0	100.0
ALL	212.9	33.0	11.0	215.8	40.7	8.3	45,964	52.4	13.8

Unit Summary: BEIGNET U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	39.1	134	173	13,311	13,311	0.0	5.1	42.3	6.8	113.1
RA	LIVE	CUT	1	ALL	17.4	65	80	517	503	2.6	2.7	4.4	1.1	4.3
RC	LIVE	CUT	2	ALL	31.2	69	81	884	819	7.4	1.7	8.9	1.6	7.0
WH	LIVE	CUT	14	ALL	22.6	87	109	31,682	31,331	1.1	56.5	157.3	33.1	266.3
ALL	LIVE	CUT	24	ALL	24.3	89	112	46,394	45,964	0.9	66.0	212.9	42.5	390.7
ALL	ALL	ALL	24	ALL	24.3	89	112	46,394	45,964	0.9	66.0	212.9	42.5	390.7

Cruise Unit Report BEIGNET U4

Unit Sale Notice Volume (MBF): BEIGNET U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	20.7			1,638	1,082	480	62	13
WH	17.6			476	266	177	33	
BC	24.5			20	20			
RA	16.0			12		12		
ALL	19.6			2,146	1,368	670	95	13

Unit Cruise Design: BEIGNET U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	62.3	72.0	31	17	0

Unit Cruise Summary: BEIGNET U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	46	86	2.8	0
WH	19	31	1.0	0
BC	1	1	0.0	0
RA	1	2	0.1	0
ALL	67	120	3.9	0

Unit Cruise Statistics: BEIGNET 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 (%)
DF	151.0	66.3	11.9	174.1	19.3	2.9	26,288	69.0	12.2
WH	54.4	171.3	30.8	140.3	23.5	5.4	7,638	172.9	31.2
BC	1.8	556.8	100.0	186.0	0.0	0.0	327	556.8	100.0
RA	2.6	556.8	100.0	75.9	0.0	0.0	196	556.8	100.0
ALL	209.8	46.3	8.3	164.2	22.9	2.8	34,449	51.7	8.8

Unit Summary: BEIGNET U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	24.5	95	119	344	327	5.0	0.5	1.8	0.4	20.4
DF	LIVE	CUT	46	ALL	20.7	90	114	26,786	26,288	1.9	64.6	151.0	33.2	1,637.7
RA	LIVE	CUT	1	ALL	16.0	50	60	196	196	0.0	1.8	2.6	0.6	12.2
WH	LIVE	CUT	19	ALL	17.6	74	92	7,771	7,638	1.7	32.2	54.4	13.0	475.9
ALL	LIVE	CUT	67	ALL	19.7	84	106	35,096	34,449	1.8	99.1	209.8	47.2	2,146.2
ALL	ALL	ALL	67	ALL	19.7	84	106	35,096	34,449	1.8	99.1	209.8	47.2	2,146.2

Cruise Unit Report BEIGNET ROW1

Unit Sale Notice Volume (MBF): BEIGNET ROW1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.1			39	6	32	1
RA	12.7			14		4	10
BC	12.9			7	5		1
ALL	13.9			59	11	36	12

Unit Cruise Design: BEIGNET ROW1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	5.1	5.6	8	8	0

Unit Cruise Summary: BEIGNET ROW1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	11	1.4	0
RA	7	7	0.9	0
BC	2	2	0.3	0
ALL	20	20	2.5	0

Unit Cruise Statistics: BEIGNET ROW1

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	55.0	128.6	45.5	137.8	19.0	5.7	7,580	130.0	45.8
RA	35.0	113.3	40.0	76.2	22.9	8.7	2,667	115.6	41.0
BC	10.0	282.8	100.0	128.1	17.7	12.5	1,281	283.4	100.8
ALL	100.0	42.8	15.1	115.3	31.9	7.1	11,528	53.4	16.7

Unit Summary: BEIGNET ROW1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	2	ALL	12.9	75	93	1,281	1,281	0.0	11.0	10.0	2.8	6.5
DF	LIVE	CUT	11	ALL	15.1	69	94	7,597	7,580	0.2	44.2	55.0	14.2	38.7
RA	LIVE	CUT	7	ALL	12.7	57	70	2,667	2,667	0.0	39.8	35.0	9.8	13.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	20	ALL	13.9	65	84	11,545	11,528	0.1	95.0	100.0	26.8	58.8
ALL	ALL	ALL	20	ALL	13.9	65	84	11,545	11,528	0.1	95.0	100.0	26.8	58.8

Cruise Unit Report BEIGNET ROW2

Unit Sale Notice Volume (MBF): BEIGNET ROW2

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	2 Saw	3 Saw
WH	23.1			2	1	1
RC	36.2			1		1
DF	15.5			1		1
ALL	21.0			4	1	2

Unit Cruise Design: BEIGNET ROW2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 0 ft	0.1	0.1	1	1	0

Unit Cruise Summary: BEIGNET ROW2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	2	2	2.0	0
RC	1	1	1.0	0
DF	1	1	1.0	0
ALL	4	4	4.0	0

Unit Cruise Statistics: BEIGNET ROW2

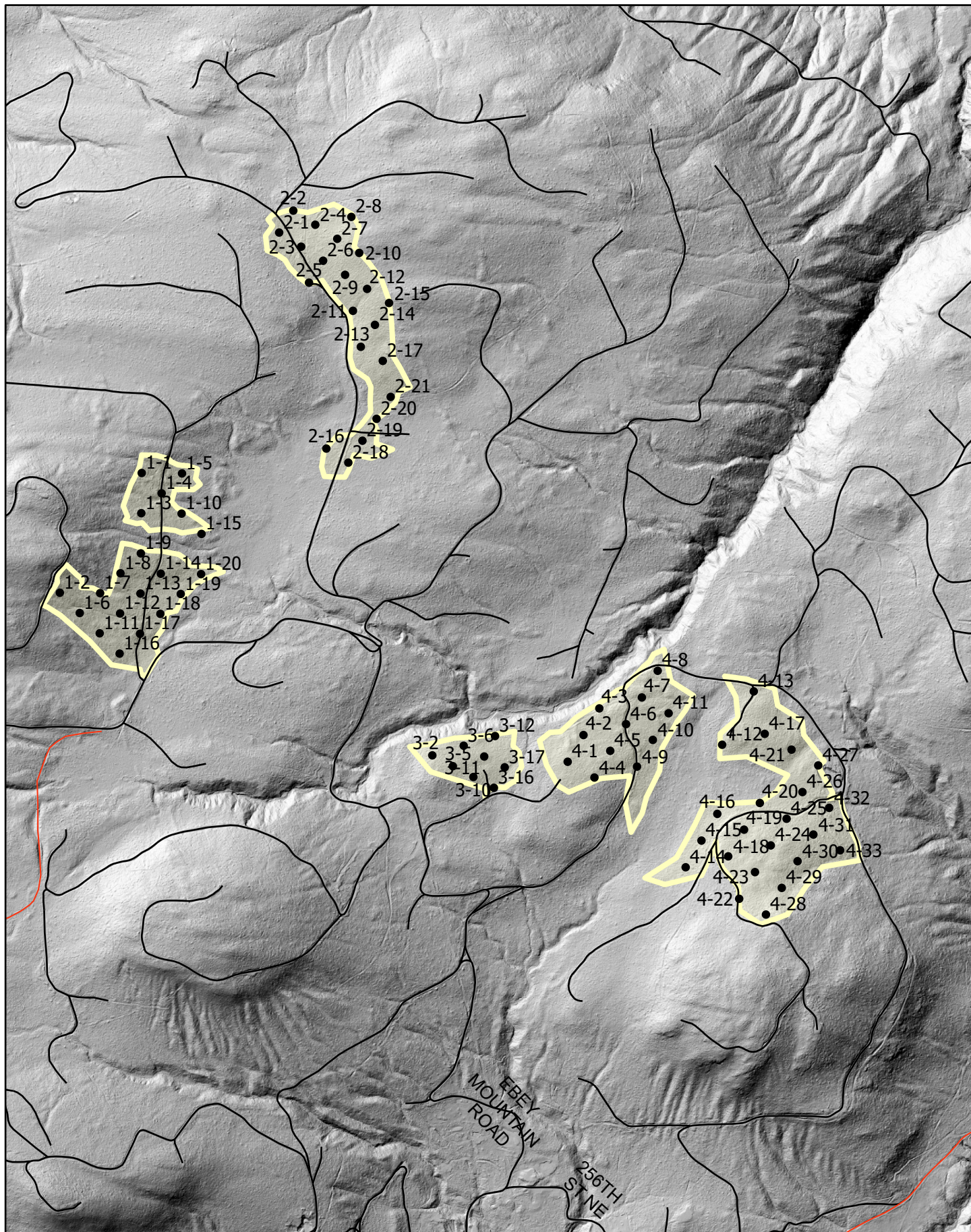
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	108.9	0.0	0.0	181.0	15.3	10.8	19,711	15.3	10.8
RC	40.0	0.0	0.0	248.1	0.0	0.0	9,923	0.0	0.0
DF	54.4	0.0	0.0	154.2	0.0	0.0	8,393	0.0	0.0
ALL	203.3	0.0	0.0	187.0	23.0	11.5	38,027	23.0	11.5

Unit Summary: BEIGNET ROW2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	15.5	75	94	8,393	8,393	0.0	41.5	54.4	13.8	0.8
RC	LIVE	CUT	1	ALL	36.2	100	128	9,923	9,923	0.0	5.6	40.0	6.6	1.0
WH	LIVE	CUT	2	ALL	23.1	94	118	20,582	19,711	4.2	37.4	108.9	22.7	2.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	4	ALL	21.0	85	107	38,898	38,027	2.2	84.5	203.3	43.1	3.8
ALL	ALL	ALL	4	ALL	21.0	85	107	38,898	38,027	2.2	84.5	203.3	43.1	3.8

Beignet Cruise Map





Forest Practices Application/Notification
Notice of Decision

FPA/N No: 2819304
Effective Date: 3/26/2024
Expiration Date: 3/26/2027
Shut Down Zone: 658
EARR Tax Credit: [X] Eligible [] Non-eligible
Reference: Beignet

Decision

- [] Notification Accepted Operations shall not begin before the effective date.
[X] Approved This Forest Practices Application is subject to the conditions listed below.
[] Disapproved This Forest Practices Application is disapproved for the reasons listed below.
[] Withdrawn Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
[] Closed All forest practices obligations are met.

FPA/N Classification

Number of Years Granted on Multi-Year Request

- [] Class II [X] Class III [] Class IVG [] Class IVS [] 4 years [] 5 years

Conditions on Approval/Reasons for Disapproval

Timing Limitations on Type S and F water(s):

No timing limitations apply.

Condition(s) required for approval/disapproval:

No additional conditions apply.

Issued By: Bryent Daugherty Region: Northwest Region

Title: Resource Protection Forester Date: 3/26/2024

Copies to: [X] Landowner, Timber Owner, and Operator

Issued in person: [X] LO [X] TO [X] OP By: [Signature] Date: 3/26/2024

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Northwest Region
<u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical Address</u> 919 North Township Street Sedro-Woolley, WA 98284 <u>Mailing Address</u> 919 North Township Street Sedro-Woolley, WA 98284

Information regarding the Pollution Control Hearings Board can be found at: <https://eluh0.wa.gov/>

Other Applicable Laws

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

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

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

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

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

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

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

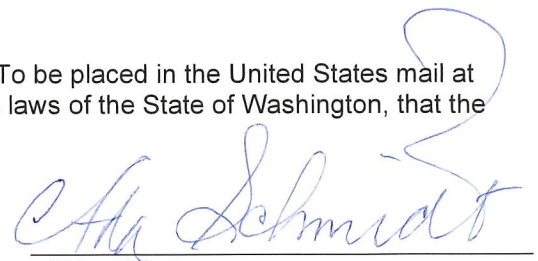
Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

DNR Declaration of Mailing

I **Ada Schmidt**, caused the Notice of Decision for FPA/N No. 2819304 To be placed in the United States mail at **Sedro-Woolley, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

3/27/2024
(Date)

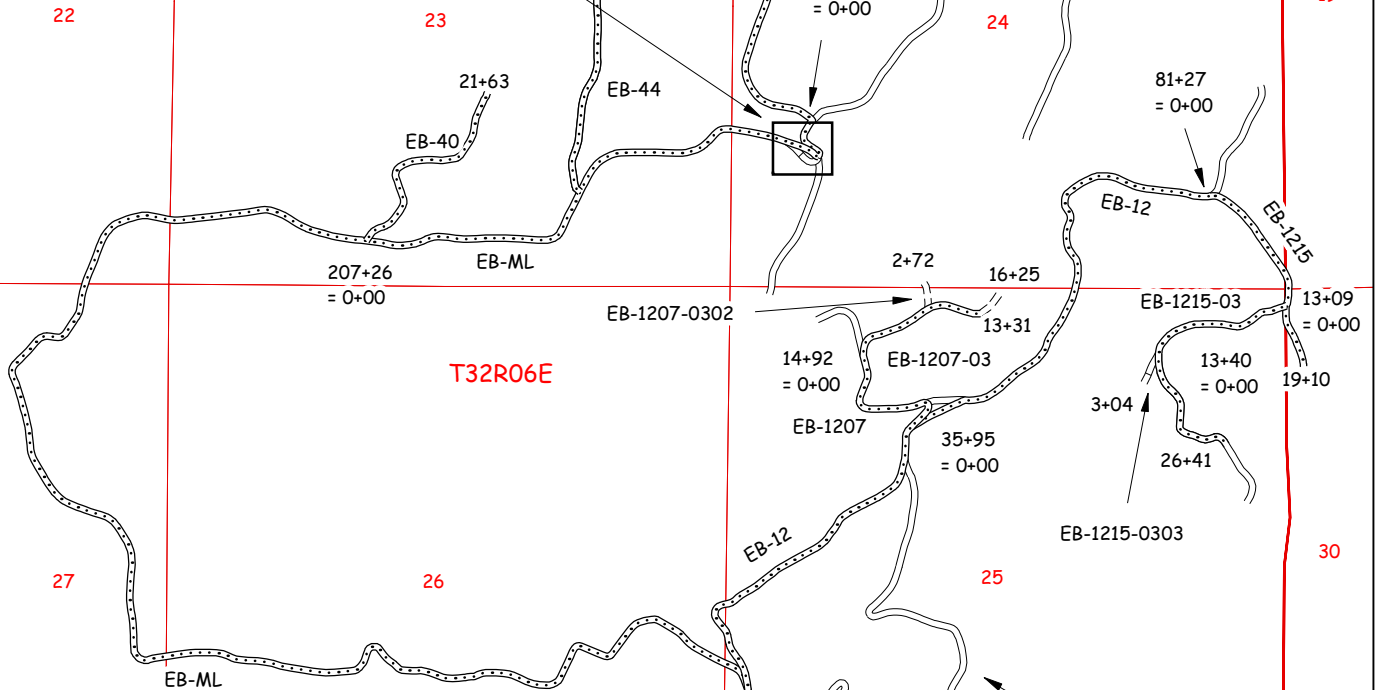
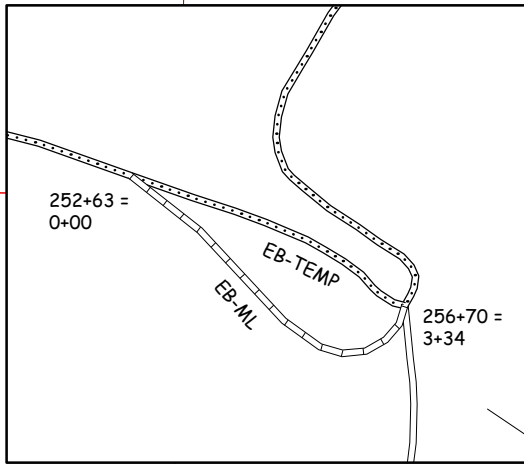
Sedro-Woolley, WA
(City & State where signed)


(Signature)



ROAD PLAN AND SPECIFICATIONS #30-105182 BEIGNET TIMBER SALE

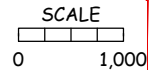
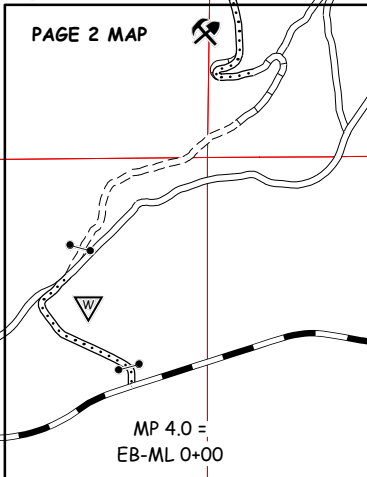
SHEET INDEX	
PROJECT MAPS.....	1 - 2
ROAD CLAUSES	3 - 24
TYPICAL SECTION.....	25 - 27
MATERIAL LIST.....	28 - 29
FARMS.....	30 - 31
STANDARD DETAILS.....	32 - 34
PIT PLAN TEMPLATE.....	35



T32R06E

EB-MT RD
NOT AN APPROVED
HAUL ROUTE

LEGEND	
PRE-HAUL MAINTENANCE	-----
REQUIRED CONSTRUCTION	-----
OPTIONAL CONSTRUCTION	-----
REQUIRED RECONSTRUCTION	-----
OPTIONAL RECONSTRUCTION	-----



35 EB-MT RD
NOT AN APPROVED
HAUL ROUTE

JIM CREEK RD

DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
J. WESTRA	ZYLSTRA 1/4/2024	ZYLSTRA 1/4/2024	12/14/2023	1 OF 35



ROAD PLAN AND SPECIFICATIONS #30-105182 BEIGNET TIMBER SALE

EBEY HILL PIT
57+20



58+46

EB-09

54+31

51+18

39+85

EB-ML

NOT AN APPROVED HAUL ROUTE

EB-MT ROAD

GATE INSTALL
17+00



16+27

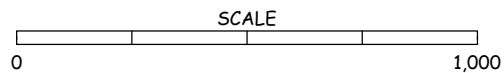


12+57

EB-ML

JIM CREEK RD

MP 4.0 =
EB-ML 0+00



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BEIGNET TIMBER SALE ROAD PLAN
SNOHOMISH COUNTY
CASCADE DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-105182

STAFF ENGINEER: J. WESTRA

DATE: DECEMBER 14, 2023

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>
EB-ML	0+00 to 16+27 51+18 to 306+73	PREHAUL MAINTENANCE
EB-ML	16+27 to 39+85	CONSTRUCTION
EB-ML	39+85 to 51+18 54+31 to 58+46 252+63 to 256+70	RECONSTRUCTION
EB-12	0+00 to 81+27	PREHAUL MAINTENANCE
EB-1207	0+00 to 14+29	PREHAUL MAINTENANCE
EB-1207-03	0+00 to 13+31	PREHAUL MAINTENANCE
EB-1207-03	13+31 to 16+25	CONSTRUCTION
EB-1207-0302	0+00 to 2+72	CONSTRUCTION
EB-1215	0+00 to 19+10	PREHAUL MAINTENANCE
EB-1215-03	0+00 to 26+41	PREHAUL MAINTENANCE
EB-1215-0303	0+00 to 3+04	RECONSTRUCTION
EB-40	0+00 to 21+63	PREHAUL MAINTENANCE
EB-44	0+00 to 24+80	PREHAUL MAINTENANCE
EB-TEMP	0+00 to 3+34	ABANDONMENT

0-4 CONSTRUCTION

Construction may include, but is not limited to clearing, grubbing, excavation and embankment to subgrade, drill and shoot, full-bench end-haul, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

0-5 RECONSTRUCTION

Reconstruction includes, but is not limited to clearing, grubbing, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

Additional reconstruction notes are listed below:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
EB-ML	47+02 to 51+18	Construct 65' radius switchback, key lower leg fill onto existing abandoned road prism.
EB-ML	54+31 to 58+46	Move centerline into cutslope to widen switchback to a 65' radius. Endhaul waste.
EB-ML	252+63 to 256+70	Construct 65' radius curve and abandon existing road grade along stream.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
EB-ML	0+00 to 16+27 51+18 to 306+73	BRUSHCUT
EB-12	0+00 to 81+27	
EB-1207	0+00 to 14+29	BRUSHCUT AND GRADE
EB-1207-03	0+00 to 13+31	
EB-1215	0+00 to 19+10	
EB-1215-03	0+00 to 26+41	
EB-40	0+00 to 21+63	
EB-44	0+00 to 24+80	

0-7 POST-HAUL MAINTENANCE

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

0-11 ABANDONMENT BEFORE TIMBER REMOVAL

Purchaser shall abandon the following road at the start of the timber sale contract, before the removal of timber.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
EB-TEMP	0+00 to 3+34	ABANDON CONCURRENT WITH 65' RADIUS CURVE CONSTRUCTION

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source. Rock source development will involve clearing, stripping, drilling, shooting and processing rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

0-13 STRUCTURES

Purchaser shall provide and install a gate. Requirements for this structure is listed in Section 7 STRUCTURES.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

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.

<u>Tolerance Class</u>	<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. Road Plan Clauses.
3. Typical Section Sheet.
4. Standard Lists.
5. Standard Details.

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

1-8 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. All road work is marked as follows:

- Orange flagging and/or stakes for road centerline

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.

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 3 business days before work begins.

1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction and compaction
- Drainage installation
- Rock application and compaction

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure period unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
ALL ROADS	ALL ACTIVITIES	November 1 to March 31

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

Purchaser’s maintenance plan must include a total volume of rock that will be provided at the Purchaser’s expense in addition to what is specified in this road plan. This rock shall be available before permission is granted to operate during the closure period and will be used as necessary along the haul route. The Contract Administrator may direct the Purchaser where to apply this maintenance rock.

Rock from stockpiles may not be used for out of season maintenance.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 4 inches on crushed rock roads.
- 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.

1-33 SNOW PLOWING RESTRICTION

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain all roads in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On prehaul maintenance roads Purchaser shall use a grader to shape the existing surface before timber haul.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On all haul roads, Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by 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.

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 and within waste and debris areas, 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 50%.
- 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. 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 clearing limits as shown on the TYPICAL SECTION SHEET and BRUSHING DETAIL.

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 the application of rock.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located at areas approved in writing by the Contract Administrator.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 50%.
- 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 clearing limits in natural openings unless otherwise detailed in this road plan.

3-32 END HAULING ORGANIC DEBRIS

On slopes greater than 45%, Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS.

SECTION 4 – EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. 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:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (on side slopes 56-70%)	¾:1	150
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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.

Purchaser shall apply embankment widening equally to both sides of the road to achieve the required width.

4-12 FULL BENCH CONSTRUCTION

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

<u>Road</u>	<u>Full Bench Location</u>	<u>Comments</u>
EB-ML	30+40 to 36+19	Approx. 3,800 yards
EB-ML	54+31 to 58+46	Approx. 1,500 yards

4-21 TURNOUTS

Purchaser shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22 TURNAROUNDS

Purchaser shall construct turnarounds in accordance with the TURNAROUND DETAIL on all roads. Turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be end hauled to the location specified in Clauses 4-36 through 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified on the MATERIALS LIST and 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 55% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites identified by the Contract administrator.

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>
EB-ML	12+57	Fill in old utility access road, spread grass seed on all exposed soils.

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.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades by routing equipment over the entire width.

SECTION 5 – DRAINAGE

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 MATERIALS 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 must meet the specifications in Clauses 10-15 through 10-24.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the MATERIALS 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 National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings".

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

Cross drain 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. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. 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 AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

5-27 ARMORING FOR STREAM CROSSING CULVERTS

At stream crossing culverts, Purchaser shall place riprap in conjunction with construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the MATERIALS LIST or as directed by the Contract Administrator. 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.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following sources 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 sources, a joint operating plan must be developed. All parties shall follow this plan.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
EBEY HILL PIT	57+20 of the EB-ML	3-INCH MINUS BALLAST, RIPRAP

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense.

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER

Purchaser shall conduct rock source development and use at the following sources, in accordance with a written ROCK SOURCE DEVELOPMENT PLAN to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any rock source operations. 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.

<u>Source</u>	<u>Rock Type</u>	<u>Comment:</u>
EBEY HILL PIT	3-INCH MINUS BALLAST, RIPRAP	Use the attached LiDAR based template.

Rock source development plans prepared by the Purchaser must show the following information:

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.
- Rock source reclamation plan describing how the area will be left in a condition that will ensure public safety and minimize environmental impacts.
-

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications:

- 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 too large to be converted by the Purchaser to a size that will meet specifications used for the roads in this sale.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-23 ROCK GRADATION TYPES

Purchaser shall provide rock in accordance with the types and amounts listed in the TYPICAL SECTION and MATERIALS LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation

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

6-34 3-INCH MINUS BALLAST ROCK

Ballast rock must be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock may contain no more than 5 percent organic debris, dirt, and trash.

6-42 SHOT ROCK FILL

No more than 10 percent of the rock by weight may exceed 12 inches in any dimension and no rock may be larger than 18 inches in any dimension. Shotrock may not contain more than 5 percent by weight of organic debris and trash.

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>	<u>Approximate Size Range</u>
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 depths using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION are loose 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 culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction before rock application.

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

6-81 CHEMICAL TREATMENT FOR DUST ABATEMENT

Purchaser shall treat the following roads with Lignin Sulfonate for dust abatement. No other chemical may be used for dust abatement. The Lignin Sulfonate may not be used for any other purposes.

<u>Road</u>	<u>Stations</u>
EB-ML	12+60 to 17+60

6-82 CHEMICAL RESTRICTION

Purchaser shall not allow chemicals used for dust abatement to enter any streams.

6-83 LIGNIN SULFONATE APPLICATION RATE

The “as supplied” liquid Lignin Sulfonate must be diluted with an adequate amount of water to obtain a 25% solids content for application. Purchaser shall apply Lignin Sulfonate to the surface at a rate not less than 0.5 gallons per square yard (approximately 77.8 gallons per station).

6-85 CHEMICAL DUST ABATEMENT EQUIPMENT

Application equipment used to spread dust abatement chemicals must be capable of uniform application. A tanker truck with a “slash pan” or “plate” is not acceptable. Field dilution must be accomplished within the application vehicle.

6-86 TIMING FOR CHEMICAL APPLICATION

Purchaser shall obtain prior written approval from the Contract Administrator for the timing of application for dust abatement chemicals. It is intended that dust abatement chemicals be applied during the summer season.

SECTION 7 – STRUCTURES

7-76 GATE INSTALLATION

Purchaser shall install the listed gate. Gate installations must be completed within 30 days of commencement of road building operations.

<u>Road</u>	<u>Station</u>	<u>Type</u>	<u>Provided by</u>
EB-ML	17+00	Tubular with LOCK BOX	Purchaser

Tubular gate installation must be in accordance with the STEEL GATE DETAIL.

The gate and lock box must be installed plumb and aligned to ensure all mating components match with precision. Each post must be filled with concrete and set in a minimum of 2 cubic yards of poured-in-place concrete.

If Purchaser wishes to install an alternate design, detailed plans for the construction of the gate must be submitted to the Contract Administrator. Purchaser shall obtain written approval for the plans from the Contract Administrator or their designee, before gate installation begins.

Purchaser shall provide and place 10 cubic yards of stumps to prevent vehicles driving around the gate.

7-78 GATE SUPPLIED BY PURCHASER

Purchaser shall provide all gates specified for installation in Clause 7-76 GATE INSTALLATION. Purchaser shall obtain written approval for the gates from the Contract Administrator before installation.

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 3-inch layer of straw to all exposed soils at culvert installations. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

8-15 REVEGETATION

Purchaser shall spread seed and fertilizer on all exposed soils within the grubbing limits resulting from road work activities. Cover all exposed soils using manual dispersal of grass seed and fertilizer. Other methods of covering must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed and fertilizer.

8-17 REVEGETATION TIMING

Purchaser shall revegetate during the first available opportunity after road work is completed. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover may consist of dispersed straw, jute matting, or clear plastic sheets. The protective cover requirement may be waived in writing by the Contract Administrator if Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Purchaser shall reapply the grass seed and fertilizer in areas that have failed to germinate or have been damaged through any cause. Restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and fertilizer at no addition cost to the state.

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 50 pounds per acre of exposed soil. Grass seed must meet the following specifications:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.
3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material
5. Seed must conform to the following mixture.

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Creeping Red Fescue	50
Elf Perennial Rye Grass	25
Highland Colonial Bentgrass	15
White Clover	10
Inert and Other Crop	0.5

8-27 FERTILIZER

Purchaser shall evenly spread the fertilizer listed below on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer must meet the following specifications:

<u>Chemical Component</u>	<u>% by Weight</u>
Nitrogen	16
Phosphorous	16
Potassium	16
Sulphur	3
Inerts	49

SECTION 9 – POST-HAUL ROAD WORK

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.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
EB-TEMP	0+00 to 3+34

9-22 ABANDONMENT

- Remove all ditch relief culverts. The resulting slopes must be 1:1 or flatter. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes must be 1.5:1 or flatter. Strive to match the existing native stream bank gradient. The natural streambed width must be re-established. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts are the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 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.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Place and compact removed material in a stable location.

- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be galvanized (zinc coated meeting AASHTO M-218).

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.

10-21 METAL BAND

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

10-22 PLASTIC BAND

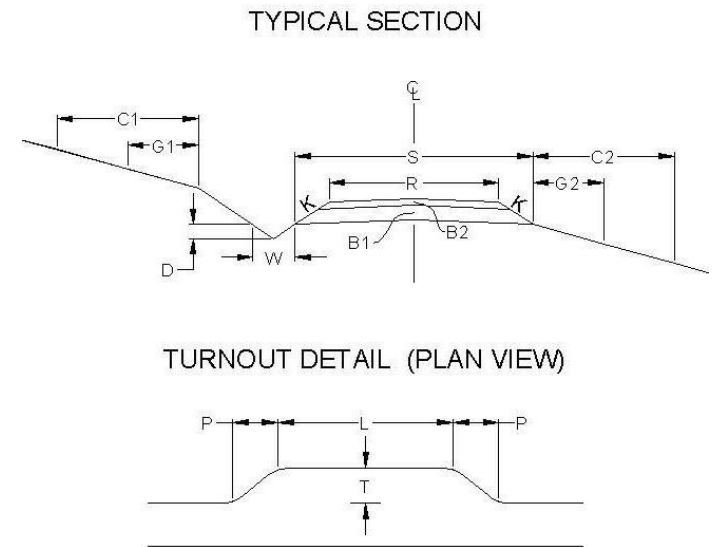
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used.

10-24 GAUGE AND CORRUGATION

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

<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1 ¹ / ₂ "
24" to 48"	14 (0.079")	2 ² / ₃ " X 1 ¹ / ₂ "
54" to 96"	14 (0.079")	3" X 1"

ROAD #		EB-ML	EB-ML	EB-ML	EB-ML
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PREHAUL	CONSTRUCT	RECONSTRUCT	PREHAUL
TOLERANCE CLASS (A/B/C)		C	C	C	C
STATION / MP TO		0+00	16+27	39+85	51+18
STATION / MP		16+27	39+85	51+18	54+31
ROAD WIDTH	R	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3
DITCH WIDTH	W	3	3	3	3
DITCH DEPTH	D	1	1	1	1
TURNOUT LENGTH	L	--	50	50	--
TURNOUT WIDTH	T	--	10	10	--
TURNOUT TAPER	P	--	25	25	--
GRUBBING	G1	--	5	5	--
	G2	--	5	5	--
CLEARING	C1	--	10	10	--
	C2	--	10	10	--
ROCK FILLSLOPE	K:1	--	1 ½ : 1	1 ½ : 1	--
❖ BALLAST DEPTH	B1	--	18	18	--
CUBIC YARDS / STATION		--	114	114	--
➤ TOTAL CY BALLAST		--	2,690	1,290	--
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		--	2,690	1,290	--
SUBGRADE WIDTH	S	--	16.5	16.5	--
BRUSHCUT (Y/N)		Y	N	N	Y
BLADE, SHAPE, & DITCH (Y/N)		N	N	N	N



SYMBOL NOTES

- ❖ Specified Rock Depth is FINISHED COMPACTED DEPTH in inches.
- Specified Rock Quantity is LOOSE MEASURE (Truck Cubic Yards) needed to accomplish specified FINISHED COMPACTED DEPTH. Rock quantities include volume for turnouts, curve widening and landings.

Rock Totals Summary

Type	Quantity (Cubic Yards)
Ballast	5,725
Shotrock	210
Rip Rap	119

ROAD #		EB-ML	EB-ML	EB-ML	EB-ML	EB-12	EB-1207	EB-1207-03	EB-1207-03
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		RECONSTRUCT	PREHAUL	RECONSTRUCT	PREHAUL	PREHAUL	PREHAUL	PREHAUL	CONSTRUCT
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C	C
STATION / MP TO		54+31	58+46	252+63	256+70	0+00	0+00	0+00	13+31
STATION / MP		58+46	252+63	256+70	306+73	81+27	14+29	13+31	16+25
ROAD WIDTH	R	12	12	12	12	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3	3	3	3	3
DITCH WIDTH	W	3	3	3	3	3	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1	1	1
TURNOUT LENGTH	L	--	--	--	--	--	--	--	--
TURNOUT WIDTH	T	--	--	--	--	--	--	--	--
TURNOUT TAPER	P	--	--	--	--	--	--	--	--
GRUBBING	G1	5	--	5	--	--	--	--	5
	G2	5	--	5	--	--	--	--	5
CLEARING	C1	10	--	10	--	--	--	--	10
	C2	10	--	10	--	--	--	--	10
ROCK FILLSLOPE	K:1	1 ½ : 1	--	1 ½ : 1	--	--	--	--	1 ½ : 1
❖ BALLAST DEPTH	B1	18	--	18	--	--	--	--	18
CUBIC YARDS / STATION		114	--	114	--	--	--	--	114
➤ TOTAL CY BALLAST		475	--	465	--	--	--	--	335
❖ SURFACING DEPTH	B2	--	--	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		475	--	465	--	--	--	--	335
SUBGRADE WIDTH	S	16.5	--	16.5	--	--	--	--	16.5
BRUSHCUT (Y/N)		Y	Y	Y	Y	Y	Y	Y	N
BLADE, SHAPE, & DITCH (Y/N)		N	N	N	N	N	Y	Y	N

ROAD #		EB-1207-0302	EB-1215	EB-1215-03	EB-1215-0303	EB-40	EB-44
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		CONSTRUCT	PREHAUL	PREHAUL	RECONSTRUCT	PREHAUL	PREHAUL
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C
STATION / MP TO		0+00	0+00	0+00	0+00	0+00	0+00
STATION / MP		2+72	19+10	26+41	3+04	21+63	24+80
ROAD WIDTH	R	12	12	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3	3	3
DITCH WIDTH	W	3	3	3	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1
TURNOUT LENGTH	L	--	--	--	--	--	--
TURNOUT WIDTH	T	--	--	--	--	--	--
TURNOUT TAPER	P	--	--	--	--	--	--
GRUBBING	G1	5	--	--	5	--	--
	G2	5	--	--	5	--	--
CLEARING	C1	10	--	--	10	--	--
	C2	10	--	--	10	--	--
ROCK FILLSLOPE	K:1	1 ½ : 1	--	--	1 ½ : 1	--	--
❖ BALLAST DEPTH	B1	18	--	--	9	--	--
CUBIC YARDS / STATION		114	--	--	53	--	--
➤ TOTAL CY BALLAST		310	--	--	160	--	--
❖ SURFACING DEPTH	B2	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		310	--	--	160	--	--
SUBGRADE WIDTH	S	16.5	--	--	16.5	--	--
BRUSHCUT (Y/N)		N	Y	Y	N	Y	Y
BLADE, SHAPE, & DITCH (Y/N)		N	Y	Y	N	Y	Y

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
		18"										18" 16 2 2/3" x 1/2"		
		24" – 48"										24" – 48" 14 2 2/3" x 1/2"		
		54" – 96"										54" – 96" 14 3" x 1"		
EB-ML	19+64	18	40	PD	--	--	2	3	L	NT	C			
EB-ML	21+30	30	40	PD	--	--	2	3	L	SR	C	TYPE 5 STREAM		
EB-ML	22+40	30	40	PD	--	--	2	3	L	SR	C	TYPE 5 STREAM		
EB-ML	23+45	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	25+27	30	35	PD	--	--	2	3	L	SR	C	TYPE 5 STREAM		
EB-ML	26+49	36	35	GM	--	--	3	5	L	SR	C	TYPE 4 STREAM		
EB-ML	27+83	30	35	PD	--	--	2	3	L	SR	C	TYPE 5 STREAM		
EB-ML	28+47	36	35	GM	--	--	3	5	L	SR	C	TYPE 4 STREAM		
EB-ML	28+99	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	29+99	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	31+31	36	40	GM	--	--	3	5	L	SR	C	TYPE 4 STREAM		
EB-ML	31+72	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	33+66	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	34+62	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	36+01	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	36+99	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	39+38	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	42+84	18	30	PD	--	--	2	3	L	NT	C			
EB-ML	45+39	18	30	PD	--	--	2	3	L	NT	C			

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
EB-1207-0302	0+10	18	40	PD	--	--	2	3	L	NT	C	DITCHLAY		
EB-1207-0302	1+31	18	30	PD	--	--	2	3	L	NT	C			
EB-1215-0303	0+56	18	30	PD	--	--	2	3	L	NT	C			

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

- Grade and shape the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Inslope or outslope as directed 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.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

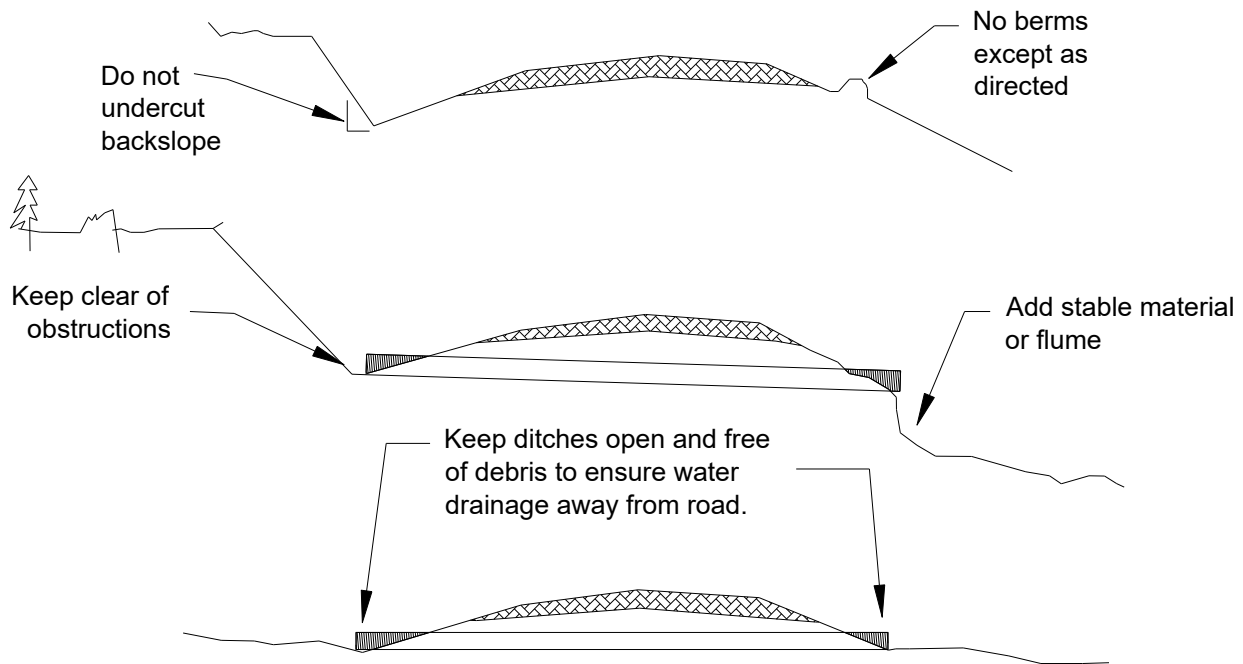
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

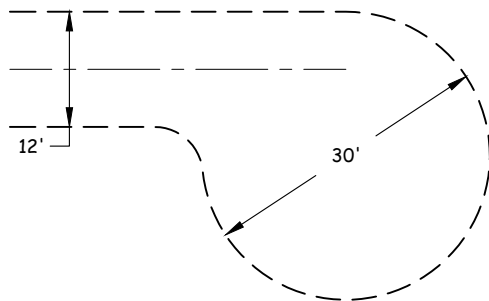
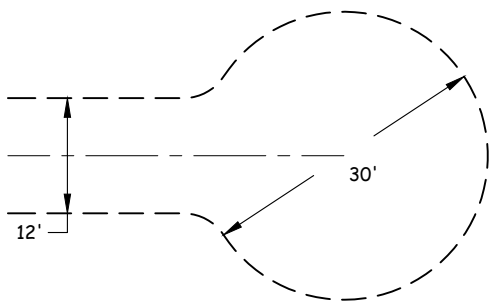
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

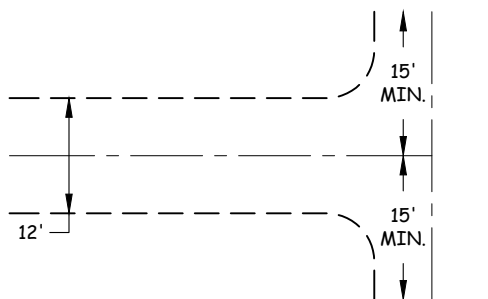
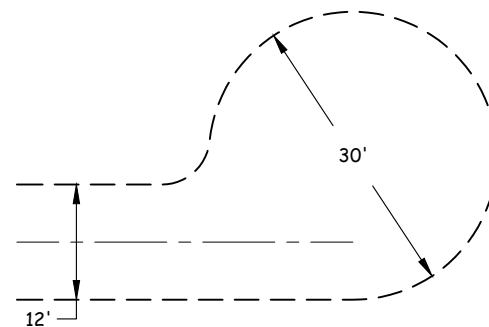
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



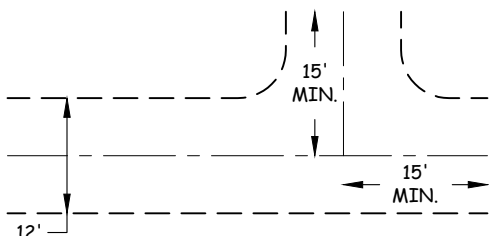
TURNAROUND DETAILS



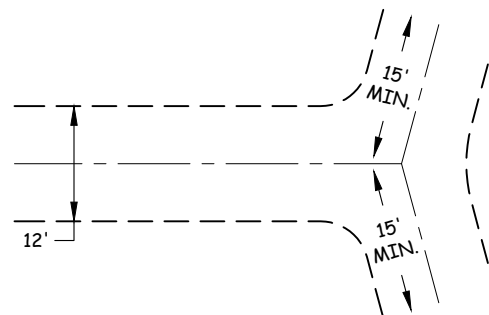
CUL-DE-SAC



HAMMERHEAD



3-POINT SIDE



3-POINT WYE

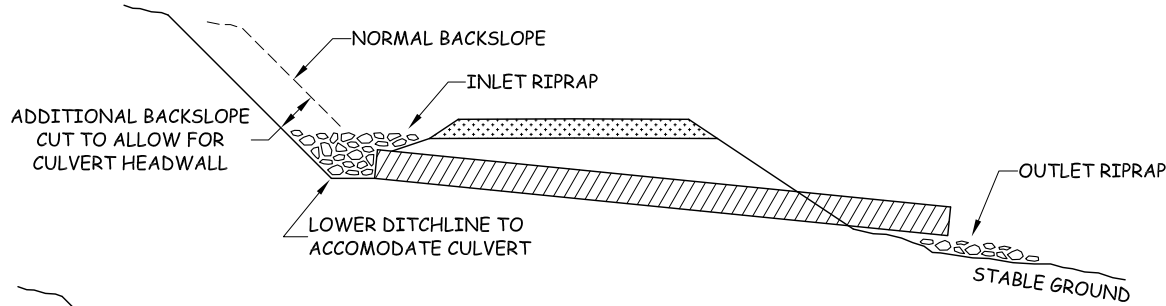
TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

ROCK SHALL BE APPLIED THROUGHOUT THE TURNAROUND TO THE SAME DEPTH AND SPECIFICATIONS AS LISTED IN THE TYPICAL SECTION.

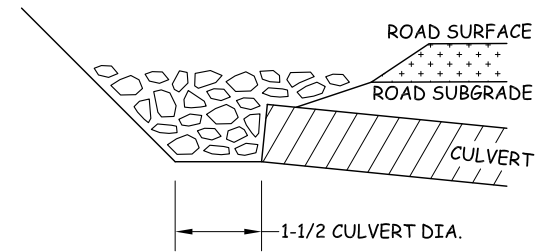
CONTRACT # 30-105182	PROJECT BEIGNET	SHEET 32 OF 35
-------------------------	--------------------	-------------------

CULVERT AND DRAINAGE SPECIFICATIONS

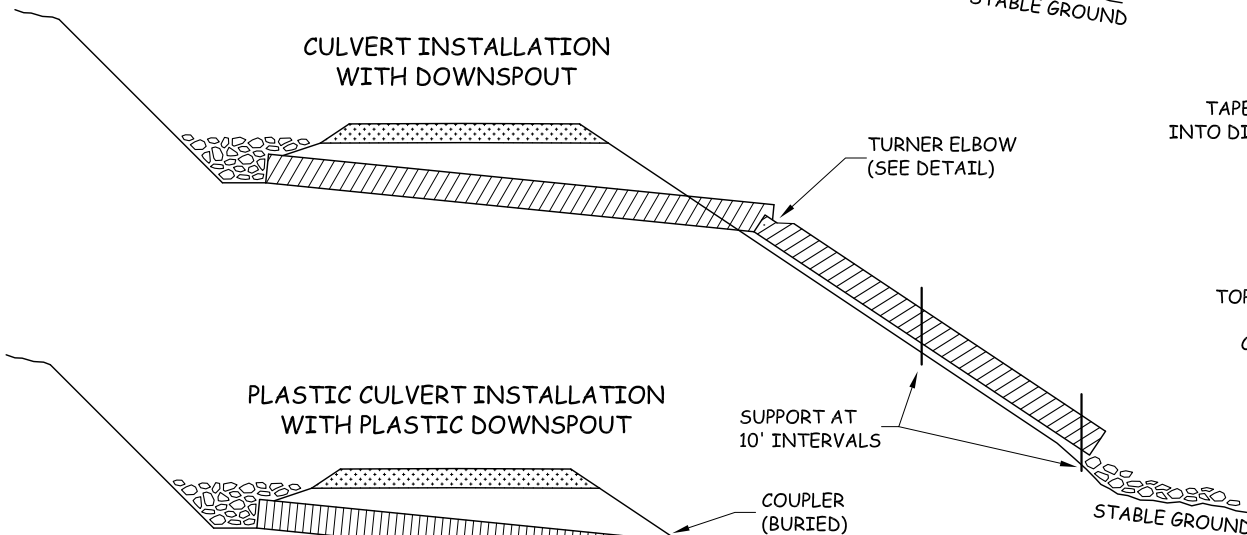
CULVERT INSTALLATION (TYPICAL)



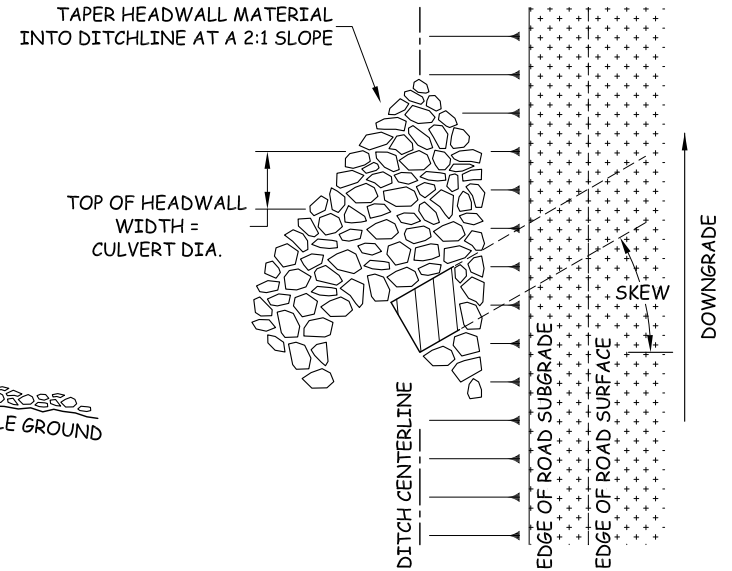
CULVERT HEADWALL - SECTION VIEW



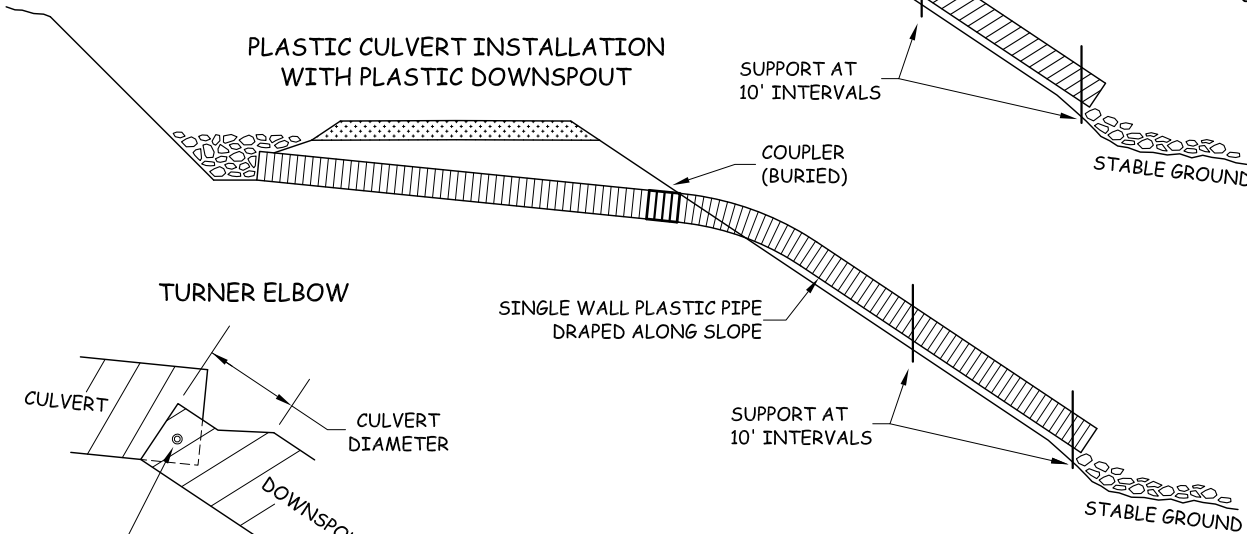
CULVERT INSTALLATION WITH DOWNSPOUT



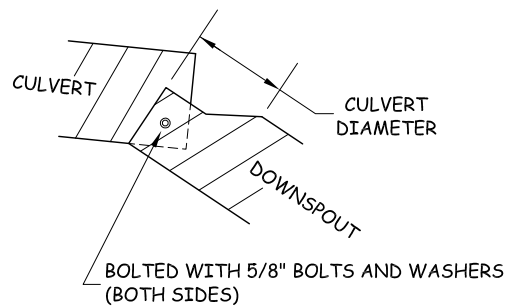
CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



TURNER ELBOW

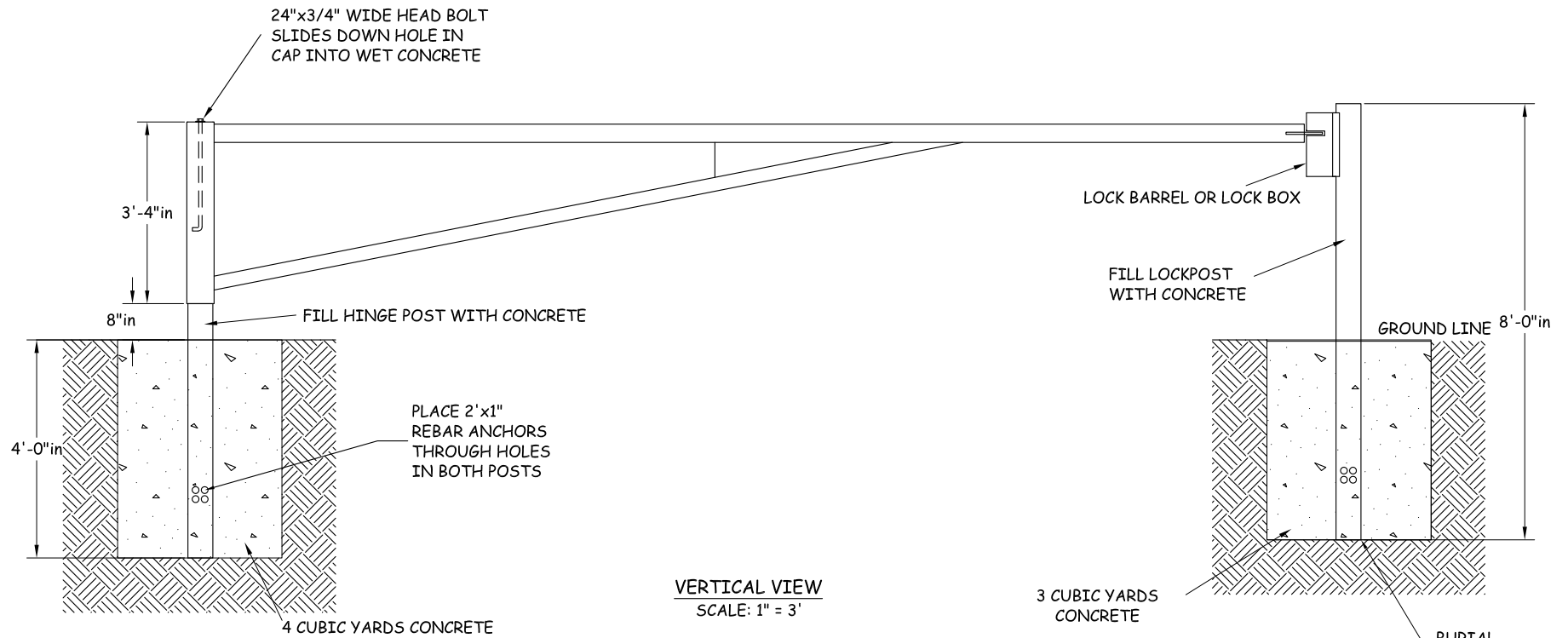


HEADWALL NOTE:
 HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT #	PROJECT	SHEET
30-105182	BEIGNET	33 OF 35

STEEL GATE INSTALLATION

EB-ML 17+00



CONSTRUCTION NOTES

1. ALL WELDS ARE FILLET WELDS.
2. ACTUAL LOCATION SHALL BE DESIGNATED BY THE CONTRACT ADMINISTRATOR.
3. ALL CONCRETE SHALL MEET MINIMUM REQUIREMENTS FOR CLASS B CONCRETE.

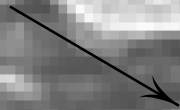
CONTRACT #	PROJECT	SHEET
30-105182	BEIGNET	34 OF 35

PIT DEVELOPMENT PLAN TEMPLATE

EBEY HILL PIT -- 57+20 OF THE EB-ML



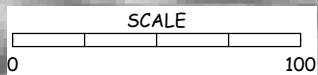
REQUIRED RECONSTRUCTION,
SEE CLAUSE 0-5



58+46

EB-ML

54+31



CONTRACT #
30-105182

PROJECT
BEIGNET

SHEET
35 OF 35

SUMMARY - Road Development Costs

REGION: NW

DISTRICT: Clear Lake

SALE/PROJECT NAME: Beignet

CONTRACT #: 30-105182

ROAD NUMBERS:	EB-ML, EB-1207-03, EB-1207-0302	EB-ML, EB-1215-0303	EB-ML, EB-12, EB-1207, EB-1207-03, EB-1215, EB-1215-03, EB-40 EB-44
ROAD STANDARD:	Construction	Reconstruction	Pre-Haul Maintenance
NUMBER OF STATIONS:	29.24	22.59	472.63
CLEARING & GRUBBING:	\$7,788	\$5,505	\$0
EXCAVATION & FILL:	\$27,658	\$24,425	\$0
MISC. MAINTENANCE:	\$0	\$0	\$23,909
ROAD ROCK:	\$62,033	\$45,935	\$0
ROCK STOCKPILE PROD:	\$0	\$0	\$0
CULVERTS & FABRIC:	\$18,877	\$2,560	\$0
STRUCTURES:	\$7,500	\$0	\$0
MOBILIZATION:	\$2,359	\$2,359	\$958
TOTAL COSTS:	\$126,214	\$80,784	\$24,867
COST PER STATION:	\$4,316	\$3,576	\$53
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$334	

TOTAL (All Roads) =	\$232,199
ESTIMATED PRECRUISE SALE VOLUME MBF =	3200
ESTIMATED TOTAL \$/MBF =	\$72.56

Compiled by: J. Westra

Date: 12/14/2023

Road Summary

SUMMARY INFORMATION					
Prehaul Maintenance (ft)	47,263	Construction (ft)	2,924	Reconstruction (ft)	2,259
Abandonment (ft)	407	Subgrade (acres)	1.11	Subgrade (acres)	0.86
Ballast Rock (CY)	5,725	Steepest Side Slope	0%	Steepest Side Slope	0%
Rip Rap (CY)	119				

PREHAUL MAINTENANCE

Road	From	To	STA	\$/STA	Total Cost
EB-ML	0	1,627	16+27	\$30	\$489
EB-ML	5,118	30,673	255+55	\$30	\$7,683
EB-40	0	2,163	21+63	\$111	\$2,405
EB-44	0	2,480	24+80	\$111	\$2,758
			+		
EB-12	0	8,127	81+27	\$30	\$2,443
EB-1207	0	1,429	14+29	\$111	\$1,589
EB-1207-03	0	1,331	13+31	\$111	\$1,480
EB-1215	0	1,910	19+10	\$111	\$2,124
EB-1215-03	0	2,641	26+41	\$111	\$2,937
TOTAL			472+63		\$23,909

NEW CONSTRUCTION

Road	From	To	STA	Subgrade		\$/STA	Total Cost
				Side Slope	Width		
EB-ML	1,627	3,985	23+58	16.50		\$4,415.13	\$104,109
			+				
EB-1207-03	1,331	1,625	2+94			\$3,156.45	\$9,280
			+				
EB-1207-0302	0	272	2+72			\$3,847.88	\$10,466
TOTAL			29+24				\$123,855

RECONSTRUCTION

Road	From	To	STA	Side Slope	Subgrade		\$/STA	Total Cost
					Width	Current Width		
EB-ML	3,985	5,118	11+33		13.0	13.0	\$3,477.11	\$39,396
EB-ML	5431	5,846	4+15				\$3,609.96	\$14,981
EB-ML	25,263	25,670	4+07				\$4,634.42	\$18,862
			+					
EB-1215-0303	0	304	3+04				\$1,815.61	\$5,519

Road Summary

TOTAL

22+59

\$78,759

Prehaul Maintenance

Road	STA	Miles	Brushing	Brushing \$	Grading	Grading \$	Rock*	Misc Cost	Total
EB-ML	16+27.	0.31	Yes	\$489	No				\$489
EB-ML	255+55.	4.84	Yes	\$7,683	No				\$7,683
EB-40	21+63.	0.41	Yes	\$650	Yes	\$1,755			\$2,405
EB-44	24+80.	0.47	Yes	\$746	Yes	\$2,012			\$2,758
	+								
EB-12	81+27.	1.54	Yes	\$2,443	No				\$2,443
EB-1207	14+29.	0.27	Yes	\$430	Yes	\$1,159			\$1,589
EB-1207-03	13+31.	0.25	Yes	\$400	Yes	\$1,080			\$1,480
EB-1215	19+10.	0.36	Yes	\$574	Yes	\$1,550			\$2,124
EB-1215-03	26+41.	0.50	Yes	\$794	Yes	\$2,143			\$2,937
TOTAL				\$14,210		\$9,699			\$23,909

*See Rock Production sheet

Clearing and Grubbing

CONSTRUCTION

Road	Side Slope	Acres	Factor	\$/Acre*	\$/STA	Cost
EB-ML		2.08	1.2	\$2,600	\$275.76	\$6,502
EB-1207-03		0.26	1.2	\$1,300	\$137.88	\$405
EB-1207-0302		0.24	1.2	\$3,050	\$323.48	\$880
TOTAL						\$7,788

RECONSTRUCTION

Road	Side Slope	Acres	Factor	\$/Acre*	\$/STA	Cost
EB-ML		1.00	1.2	\$3,050	\$323.48	\$3,665
EB-ML		0.37	1.2	\$1,630	\$172.88	\$717
EB-ML		0.36	1.2	\$1,630	\$172.88	\$704
EB-1215-0303		0.27	1.2	\$1,300	\$137.88	\$419
TOTAL						\$5,505

Excavation and Shaping

CONSTRUCTION

Road	Full Bench	Approx. Volume	Waste Area (mi)	Endhaul Cost	STA	STA/DAY	TOTAL
EB-ML	Yes	3800	0.50	\$7,315	23+58	3	\$23,439
					+		
EB-1207-03	No				2+94	4	\$2,192
					+		
EB-1207-0302	No				2+72	4	\$2,028
							\$27,658

RECONSTRUCTION

Road	End Haul	Approx. Volume	Waste Area (mi)	Endhaul Cost	STA	STA/DAY	TOTAL
EB-ML	No				11+33	3	\$11,262
EB-ML	Yes	1500	1.00	\$3,713	4+15	2	\$6,188
EB-ML	No				4+07	2	\$6,068
					+		
EB-1215-0303	No				3+04	10	\$907
							\$24,425

Rock Production, Haul and Spread

PREHAUL MAINTENANCE

Road	Ballast Depth	CY / STA	Ballast	Stockpile	Haul Mi	Rip Rap	Stockpile	Haul Mi	\$/Load		Haul Cost	Spread Cost	Total Cost	
									Prod Cost	Riprap				
EB-ML									\$13.75	\$13.75				
EB-ML									\$13.75	\$13.75				
EB-40									\$13.75	\$13.75				
EB-44									\$13.75	\$13.75				
									\$13.75	\$13.75				
EB-12									\$13.75	\$13.75				
EB-1207									\$13.75	\$13.75				
EB-1207-03									\$13.75	\$13.75				
EB-1215									\$13.75	\$13.75				
EB-1215-03									\$13.75	\$13.75				
TOTAL									\$0			\$0	\$0	\$0

CONSTRUCTION

Road	Ballast Depth	CY / STA	Ballast	Stockpile	Haul Mi	Rip Rap	Stockpile	Haul Mi	\$/Load		Haul Cost	Spread Cost	Total Cost	
									Prod Cost	Riprap				
EB-ML	18"	114	2,690	No	0.56	89		0.56	\$30,104	\$26.18	\$26.18	\$7,277	\$11,836	\$49,216
										\$13.75	\$13.75			
EB-1207-03	18"	114	335	No	1.33				\$3,749	\$42.94	\$13.75	\$1,460	\$1,474	\$6,683
										\$13.75	\$13.75			
EB-1207-0302	18"	114	310	No	1.22	10		1.22	\$3,469	\$40.64	\$40.64	\$1,300	\$1,364	\$6,134
			3,335			99			\$37,322			\$10,037	\$14,674	\$62,033

RECONSTRUCTION

Road	Ballast Depth	CY / STA	Ballast	Stockpile	Haul Mi	Rip Rap	Stockpile	Haul Mi	\$/Load		Haul Cost	Spread Cost	Total Cost	
									Prod Cost	Riprap				
EB-ML	18"	114	1,290	No	0.22	15			\$14,436	\$18.67	\$13.75	\$2,436	\$5,676	\$22,549
EB-ML	18"	114	475	No	0.01				\$5,316	\$13.97	\$13.75	\$671	\$2,090	\$8,076
EB-ML	18"	114	465	No	3.73				\$5,204	\$95.88	\$13.75	\$4,506	\$2,046	\$11,756
										\$13.75	\$13.75			
EB-1215-0303	9"	53	160	No	2.21	5		2.21	\$1,791	\$62.31	\$62.31	\$1,059	\$704	\$3,554
			2,390			20			\$26,746			\$8,673	\$10,516	\$45,935

Road Abandonment

CONSTRUCTION									
Road	Abandon	STA	Barriers	Culverts	Waterbars	Seed Acres		\$/STA	Cost
EB-ML	No		+						
			+						
EB-1207-03	No		+						
			+						
EB-1207-0302	No		+						
			+						

RECONSTRUCTION									
Road	Abandon	STA	Barriers	Culverts	Waterbars	Seed Acres		\$/STA	Cost
EB-ML	No		+						
EB-ML	No		+						
EB-TEMP	Yes	4+07.	2		2	0.01		\$82.04	\$334
			+						
EB-1215-0303	No		+						
		4+07.							\$334

Culverts

NEW CONSTRUCTION

Road	Round Culvert Pipe												Pipe-Arch				Total	
	18" # LF	24" # LF	30" # LF	36" # LF	42" # LF	48" # LF	54" # LF	60" # LF	66" # LF	72" # LF	84" # LF	96" # LF	54" # LF	60" # LF	72" # LF	84" # LF		
EB-ML	9	280	4	150	3	110												\$17,452
EB-1207-03																		
EB-1207-0302	2	70																\$1,425
TOTAL	11		4	3														\$18,877

RECONSTRUCTION

Road	Round Culvert Pipe												Pipe-Arch				Total	
	18" # LF	24" # LF	30" # LF	36" # LF	42" # LF	48" # LF	54" # LF	60" # LF	66" # LF	72" # LF	84" # LF	96" # LF	54" # LF	60" # LF	72" # LF	84" # LF		
EB-ML	3	90																\$1,920
EB-ML																		
EB-ML																		
EB-1215-0303	1	30																\$640
TOTAL	4																	\$2,560

Mobilization

Prehaul Maintenance 0.00 miles from gate

Equipment	#	Haul Rate	Gravel mph	Hours	Move In	Move Out	Comments
Brusher (80 PTO HP)	1	\$110.00	15	1	\$110	\$110	Truck and tilt trailer
Grader (175 HP)	3	\$123.00	5	1	\$369	\$369	Small lowboy.
Subtotal					\$479	\$479	

Construction/Reconstruction 4.00 miles from gate

Equipment	#	Haul Rate	Gravel mph	Hours	Move In	Move Out	Comments
Excavator (Large)	1	\$145.00	2	3	\$435	\$435	Large Lowboy
Truck (10CY Dual Axle)	3	\$98.00	20	2	\$588	\$588	Rate from 2015 ARRF
Cat (Medium: D5, 650J)	1	\$123.00	5	2	\$246	\$246	Small Lowboy
Grader (175 HP)		\$123.00	5	2			Small Lowboy.
Subtotal					\$1,269	\$1,269	

Pit 4.00 miles from gate

Equipment	#	Haul Rate	Gravel mph	Hours	Move In	Move Out	Comments
Rock Drill	1	\$110.00	15	2	\$220	\$220	Truck and tilt trailer. Half prehaul/construction
Jaw Crusher	1	\$145.00	2	3	\$435	\$435	Large lowboy. Half prehaul/construction
Front End Loader (Large)	1	\$145.00	2	3	\$435	\$435	Large lowboy. Half prehaul/construction
Subtotal					\$1,090	\$1,090	

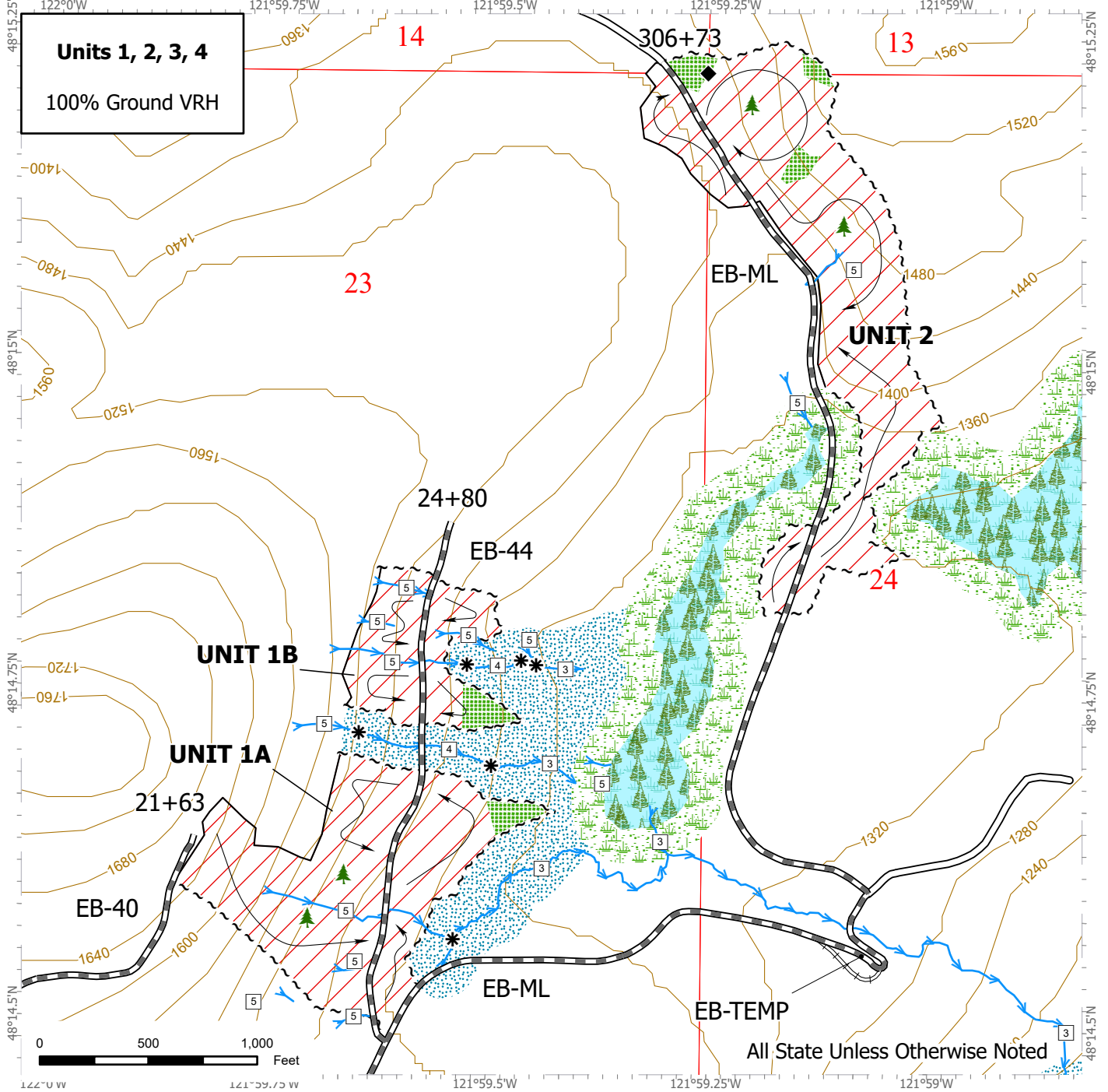
City	Miles to Gate
Everett	30
Granite	20
Arlington	10
Sedro	35
Bham	60
Use	30 miles
pavement	30 mph

Prehaul Mob	\$958
% of Project	0.41%
Construct/Reconstruct Mob	\$4,718
% of Project	2.07%
Total Mob	\$5,676
% of Project	2.51%

LOGGING PLAN MAP

SALE NAME: BEIGNET
AGREEMENT #: 30-105182
TOWNSHIP(S): T32R6E, T32R7E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1640



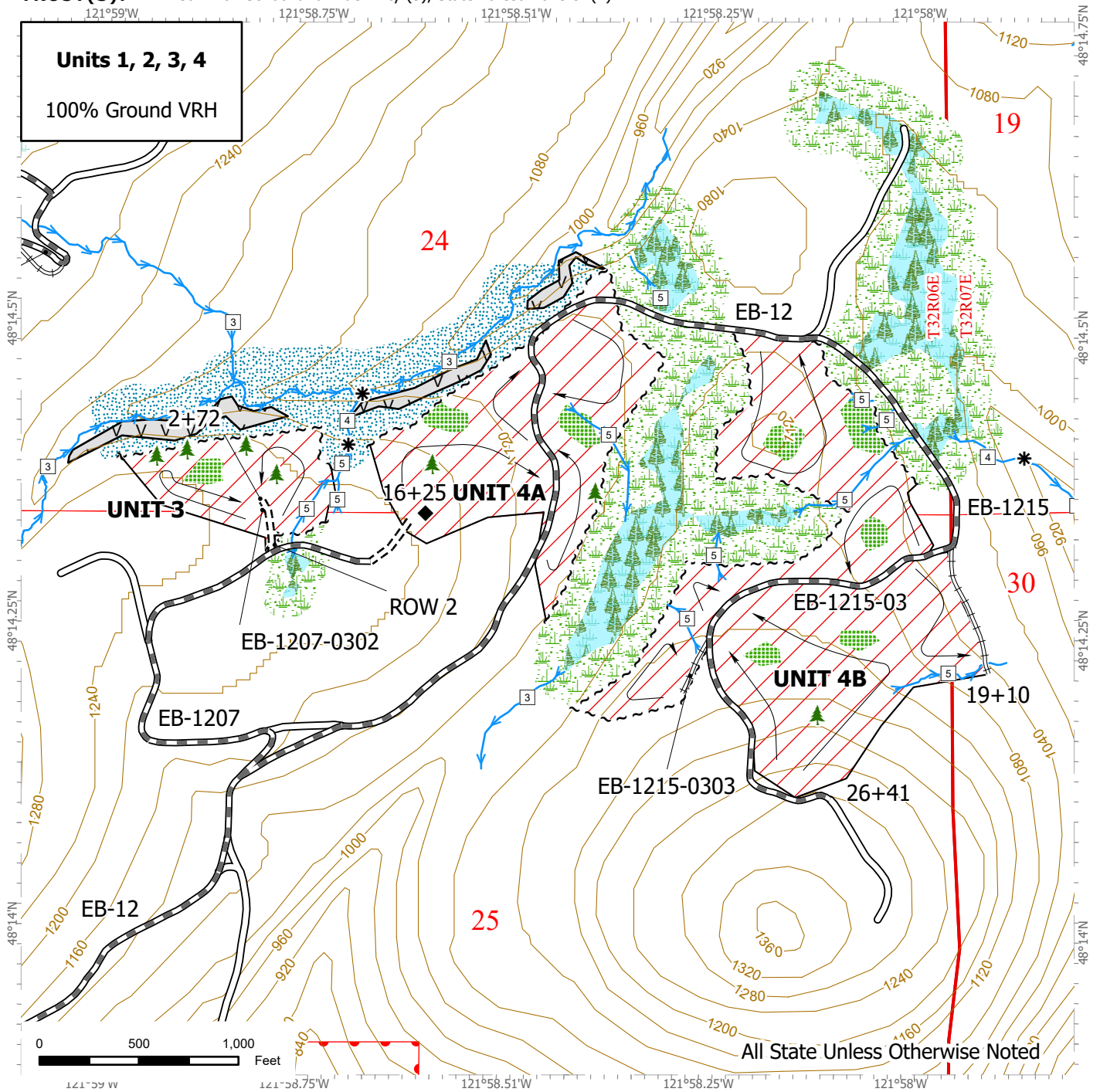
Ground	Timber Type Change	Stream Type Break
Leave Tree Area	Existing Roads	Leave Tree Area <1/4-acre
Forested Wetland	Required Pre-Haul Maintenance	Survey monument
Wetland Mgt Zone	Required Reconstruction	Variable Retention Harvest
Riparian Mgt Zone	Streams	
Sale Boundary Tags	Stream Type	



LOGGING PLAN MAP

SALE NAME: BEIGNET
AGREEMENT #: 30-105182
TOWNSHIP(S): T32R6E, T32R7E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1640



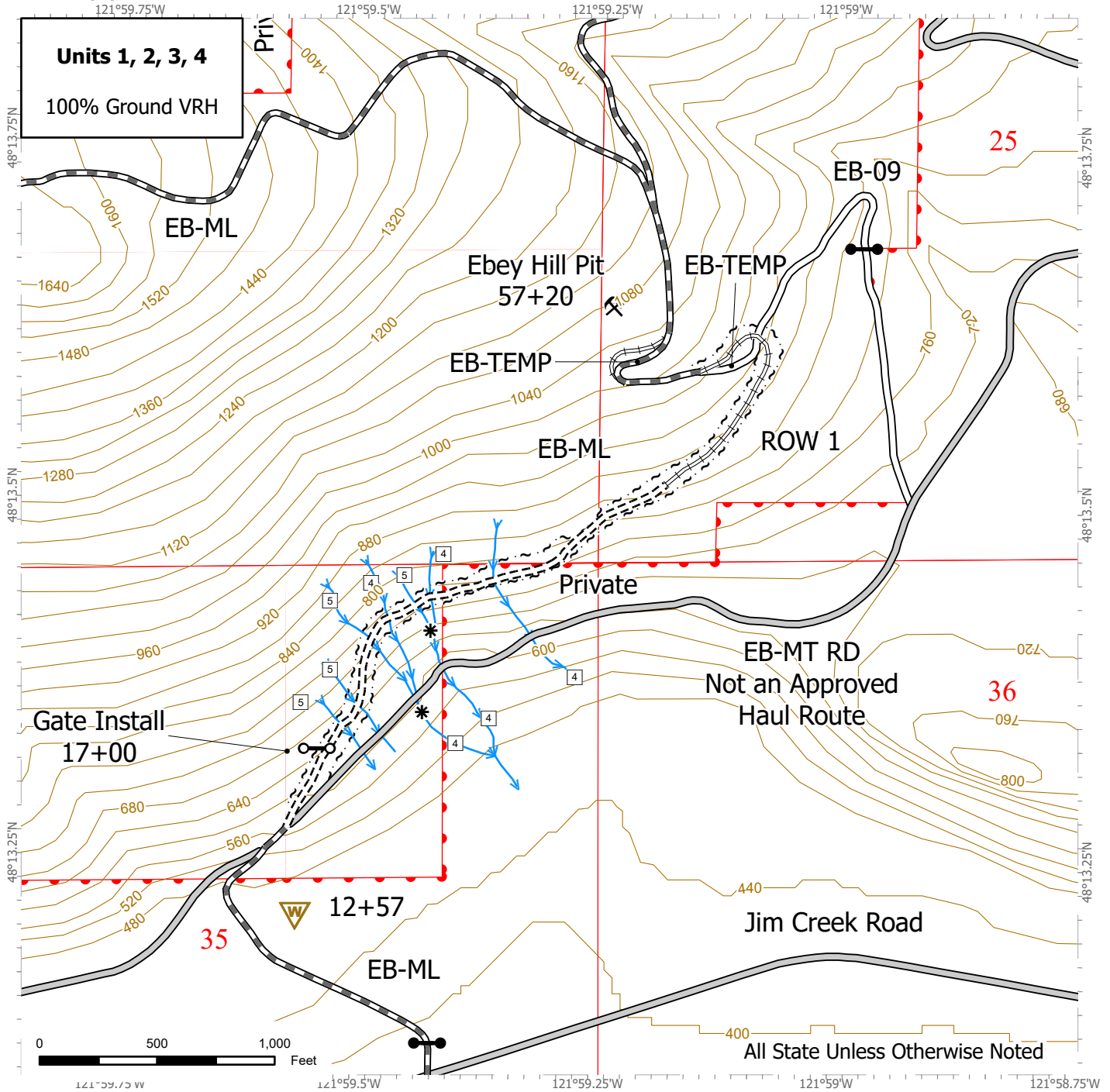
Ground	Right of Way Tags	Streams
Leave Tree Area	Timber Type Change	Stream Type
Forested Wetland	County Road	Stream Type Break
Wetland Mgt Zone	Existing Roads	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Required Pre-Haul Maintenance	Survey monument
No-Entry Zone	Required Construction	Variable Retention Harvest
Sale Boundary Tags	Required Reconstruction	



LOGGING PLAN MAP

SALE NAME: BEIGNET
AGREEMENT #: 30-105182
TOWNSHIP(S): T32R6E, T32R7E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1640



All State Unless Otherwise Noted

	Right of Way Tags		Streams		Waste Area
	County Road		Stream Type		Stream Type Break
	Existing Roads		Rock Pit		Gate (F 1-3)
	Required Pre-Haul Maintenance		Gate Installation		
	Required Construction				
	Required Reconstruction				



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-106182

THIS PERMIT, made and entered into this 4th day of December, 2023, by and between MERRILL & RING, INC., herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose road construction, timber haul, rock haul and administrative access, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the NE 1/4 NE 1/4 of Section 35, Township 32 North, Range 6 East, W.M., in Snohomish County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: Mutual Benefits and TWO THOUSAND FIFTY-TWO and no/100 Dollars (\$2,052.00) for right of way timber. The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Beignet Timber Sale, and this permit shall not be effective until the consideration is tendered to Grantor.

Termination. This permit shall terminate October 31, 2028, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

Permittees. The Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein. Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit B. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments.

As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumps, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

Indemnity by Grantee. Grantee shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of the State or its Permittees in their use of the permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the permit.

Notice. Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Northwest Region
919 North Township Street
Sedro-Woolley, WA 98284

To Grantor:
MERRILL & RING, INC.
809 East 8th Street
Port Angeles, WA 98362

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

Severability. If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable.

If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

Construction. The terms of this Permit shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

Headings. The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

MERRILL & RING, INC.

Dated: November 28, 2023.



Jamie Hillery
Forest Operations Manager
809 East 8th Street
Port Angeles, WA 98362
(425) 330-7713

DEPARTMENT OF NATURAL RESOURCES

Dated: 12/4, 2023.



Jay Guthrie
Northwest Region Manager
919 North Township Street
(360) 856-3500



Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden, Assistant Attorney General

**Exhibit A
Permit Premises**

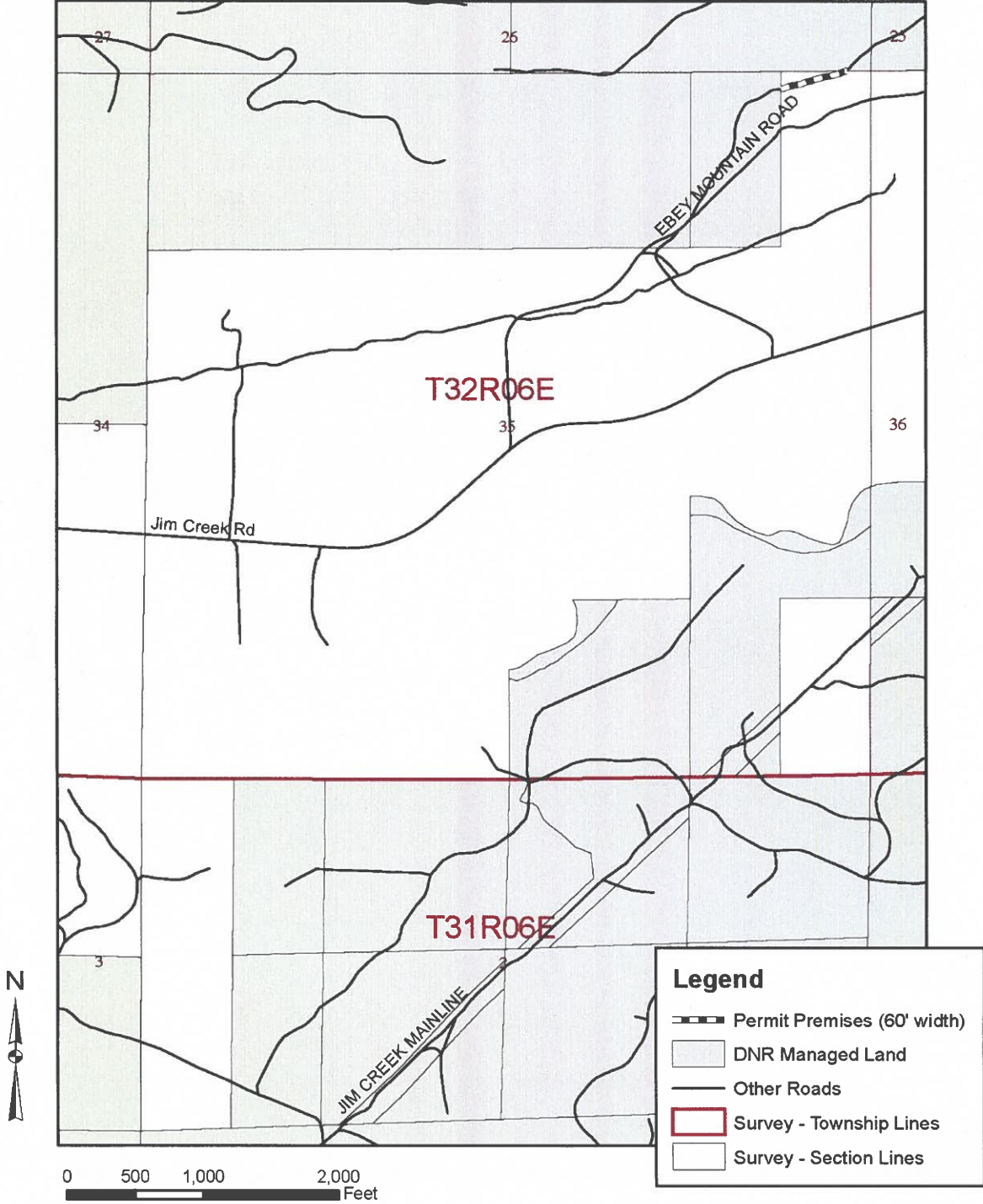


Exhibit B
Operational Requirements

ACTIVITY TIMING RESTRICTION

Timber felling, road construction and the hauling of forest products is not allowed between November 1 and March 31, unless otherwise approved by a M&R representative.

If permission is granted to operate during a closure period, Grantee shall provide a maintenance plan to include further protection of state resources. Grantee shall obtain written approval from the M&R representative for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Grantee is required to maintain all haul roads at their own expense. Grantee shall perform all maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

Grantee shall be prepared to apply ballast rock and crushed surfacing to existing roads as directed by the M&R representative. As an example, such directions may include a six inch lift of 3-inch-minus ballast rock for complete road segments.

Rock shall meet the following specifications for gradation and uniform quality. Use of rock with different specifications will be subject to written approval by the M&R representative before their use.

3-INCH MINUS BALLAST ROCK

Ballast rock shall be 100% equal to, or smaller than, 3 inches in at least one dimension.

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

1 ½-INCH MINUS CRUSHED ROCK

% Passing 1 ½" square sieve	100%
% Passing 1" square sieve	70 - 90%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	7.5% maximum

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

If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

CLOSURE TO PREVENT DAMAGE

The DNR representative will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 3 inches.
- Surface or base stability problems persist.
- Weather is such that in the opinion of the M&R representative, satisfactory results cannot be obtained in areas of operations.
- When, in the opinion of the M&R representative, excessive road damage or rutting may occur.

Operations must stop unless authority to continue working or hauling is granted in writing by the M&R representative. In the event that surface or base stability problems persist, Grantee shall cease operations, or perform corrective maintenance or repairs. Before and during any suspension, Grantee shall protect the work from damage or deterioration.

SNOW PLOWING RESTRICTION

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

POST-HAUL MAINTENANCE

Post-haul maintenance shall be performed in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

