



**TIMBER NOTICE OF SALE**

**SALE NAME:** FARM VIEW VRH SWT

**AGREEMENT NO:** 30-104695

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

**SALE LOCATION:** Sale located approximately 12 miles northeast of Arlington, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber as described for removal in Schedule B bounded by white timber sale boundary tags and the CV-09 road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), in Unit #1.

All timber bounded by white timber sale boundary tags and property lines, 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 Units #2 and #3.

All timber bounded by orange right-of-way tags and all timber within 30 feet of centerline of roads to be constructed, except that title to the timber within the right-of-way associated with areas of road construction (located in the thinning area) is not conveyed to the Purchaser unless the road segment is actually constructed, except as described for removal in Schedule B.

All forest products above located on part(s) of Sections 8, 9, 16 and 17 all in Township 32 North, Range 6 East, W.M., containing 131 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:**

Species	Avg DBH	Ring Count	Total MBF	Total \$/MBF	MBF by Grade								
					1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	21.6	10	1,562	\$202.00	77			150		862	396	61	16
Hemlock	13.5		170	\$95.00						32	103	34	1
Redcedar	23.2		47	\$862.00							45	2	
Red alder	16.7		39	\$38.00						20	4	9	6
Maple	18.7		38	\$20.00						27		2	9
Cottonwood		23	12	\$20.00						12			
Other Hardwood				\$95.00									
Other Conifer				\$20.00									
Sale Total			1,868										

**MINIMUM BID:** \$202/MBF (est. value \$375,000.00) **BID METHOD:** Sealed Bids

**PERFORMANCE SECURITY:** \$75,000.00 **SALE TYPE:** MBF Scale

**EXPIRATION DATE:** March 31, 2027 **ALLOCATION:** Export Restricted

**BIDDABLE SPECIES:** Douglas fir



## TIMBER NOTICE OF SALE

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**BID DEPOSIT:** \$37,500.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Cable or tethered equipment (See below for restrictions); shovel, forwarder, tracked skidder, "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" or rubber-tired skidder (See below for restrictions) on sustained slopes 35% or less; self-leveling equipment on sustained slopes 55% or less (See below for restrictions); also, falling by tracked machinery may be utilized on sustained slopes 35% or less.

Falling and yarding in Unit 1 shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

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

Prior written approval of the Contract Administrator is required before tethered or self-leveling equipment may be used. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the use of this equipment will no longer be authorized. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.

**ROADS:** 8.59 stations of required construction. 2.35 stations of required reconstruction. 20.37 stations of optional construction. 26.24 stations of optional reconstruction. 27.63 stations of required prehaul maintenance.

Rock may be obtained from the following source(s) on State land at no charge to the Purchaser: Cedarvale Pit at station 8+70 of the CV-11 Road. Oceanview Pit at station 21+12 of the ST-37 Road. In addition, a rock stockpile is available in the Oceanview Pit, see road plan for details.

Development of an existing rock source(s) will involve drilling, shooting, and processing rock.

An estimated total quantity of rock needed for this proposal: 135 cubic yards of riprap, 40 cubic yards of stream simulation mix, 20 cubic yards of 5/8-inch minus bedding, 515 cubic yards of 2-inch minus surfacing, and 5,936 cubic yards of 3-inch minus ballast.

In-stream road work on the CV-ML (bridge installation) will not be permitted from August 16 to July 14; this shall not be waived. Rock haul on the ST-ML will not be permitted from October 1 to April 30 without written permission from the Clear Lake or Cascade District Manager. All remaining road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.



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### ACREAGE DETERMINATION

**CRUISE METHOD:** Acres determined by GPS traverse for units and a combination (GPS and GIS measure tool) for right-of-way. Cruise was conducted via variable plot sample type on units 1, 2 and 3, as well as fixed plot for RMZ, WMZ and right-of-way. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.

**FEES:** \$31,756.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:**

1. Trees marked with pink paint represent the last take tree along property line boundaries.
2. HQ DF noted within the sale area.
3. Sample Scale - weight conversion sample scaling requests will be authorized for the following species: Douglas-fir (pure loads) in Unit 1 only, and western hemlock (pure loads) in Unit 1 only. See Schedule S for more details. If approved for Sample Scale, diameter restrictions may apply.
4. No haul permitted on the CV-ML across Pilchuck Tree Farm (Pacific Denkman) property until the current log stringer at MP 0.1 on the CV-ML is replaced (anticipated by August 2024).
5. During the CV-ML 32+50 stream relocation and bridge installation, the purchaser must relocate any fish trapped in the plunge pools formed beneath the weirs, per FPA # 2819299.

**Schedule B**  
**Smallwood Thinning & RMZ Prescription**

THINNING PRESCRIPTION: UNIT 1 (SMALL WOOD THIN)

- Purchaser shall leave a residual stand that will achieve the following evenly distributed across each unit:

Average spacing of 17 feet x 17 feet

Only trees 8" DBH and great shall count toward the desired residual stand spacing.

To accomplish this prescription, fallers shall harvest trees starting with smallest diameter trees working up to the larger trees (thin from below). The following take tree preference shall be followed to achieve the desired residual stand spacing:

- 1) All hardwoods
- 2) western hemlock
- 3) Defective or diseased Douglas-fir
- 4) Smallest diameter Douglas-fir

- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms which should be prioritized for take.
- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class that has the best form and is undamaged.
- Western redcedar is not to be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations or those which pose safety hazards shall be considered for approval.

RIPARIAN FOREST RESTORATION STRATEGY TREES

- RMZs shall have an 8-13 inch diameter limit.
- Three enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be felled toward streams and left as down woody debris.
- Two enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be cut in a manner that facilitates snag creation and recruitment (girdled or topped).



- These enhancement trees are in addition to the residual stocking targets mentioned above, and should be distributed evenly throughout the RMZs.

RMZ 1: 4 felled trees, 2 snag creation trees.

RMZ 2: 4 felled trees, 3 snag creation trees.

RMZ 3: 2 felled trees, 1 created snags.

\* All cottonwood must be felled and yarded to a landing or girdled and left standing. Girdling requirements are two full >3” wide rings around the bole that are >3” apart. Felled cottonwood may not remain in the RMZ.

**Schedule S**  
**Sample Scaling**

Weight Conversion Sample Scaling

For this contract, weight conversion sample scaling will be allowed for the following species:  
[1] western hemlock, pure loads, in Unit 1 only.  
Douglas-fir, pure loads in Unit 1 only.

The Purchaser must make a written request for sample scaling and the State shall authorize in writing the use of sample scaling and amend the brand designation form accordingly. Upon facility inspection and approval for weight conversion sample scaling, DNR will set the sample scaling intensity for this contract.

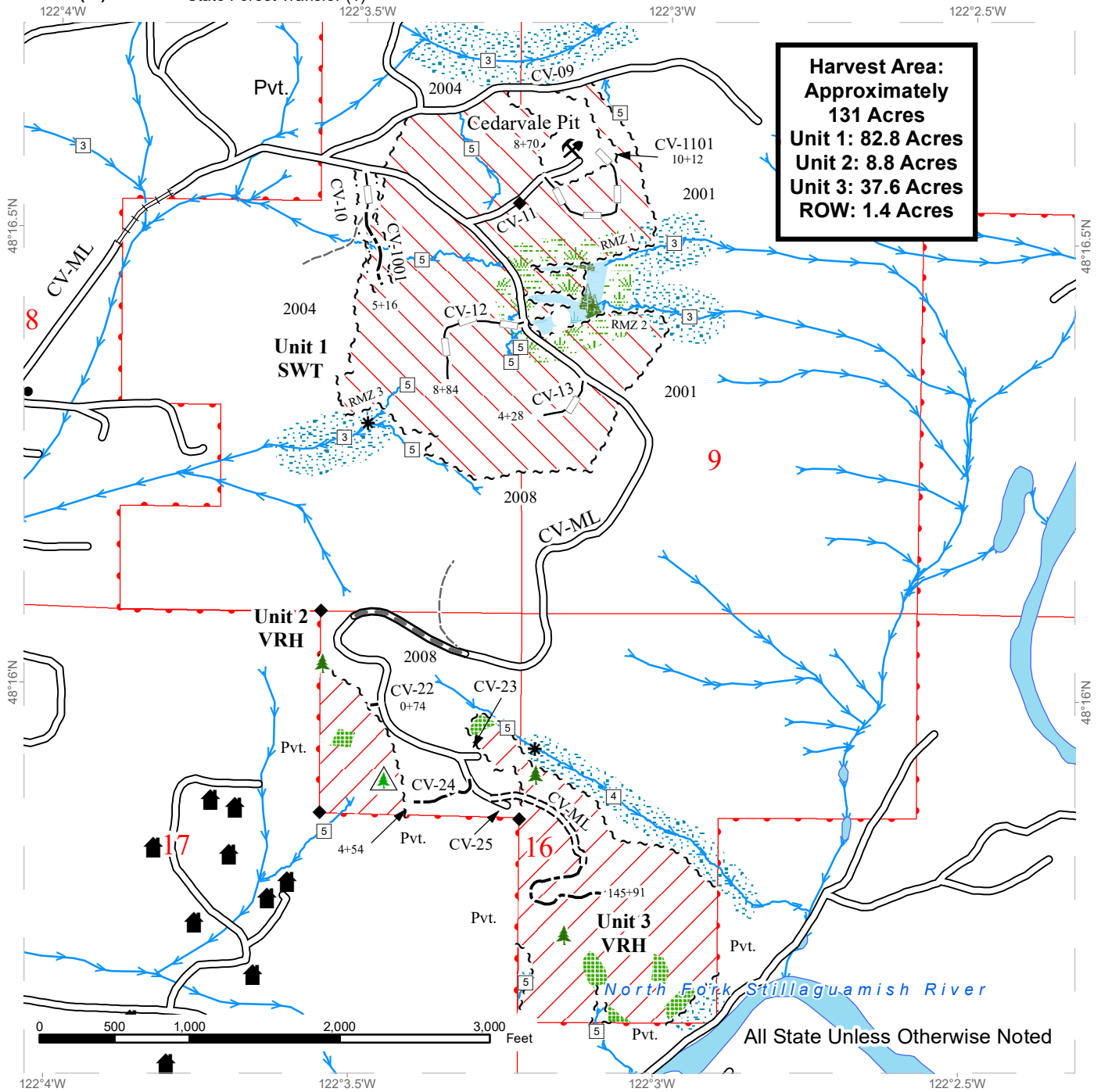
DNR requires roll out scale for all weight conversion sample scale loads. The default frequency shall be 1:2. However, any facility that can provide the most recent sample scale load for check scaling may use a frequency of 1:3.

All loads arriving at a facility approved for weight conversion sample scale shall be weighed. DNR may force scaling at any time. Scale data from the forced scale loads will be included in the sample pool. The State may revoke the approval of the facility for weight conversion sample scaling at any time. Any load presented for weight conversion sample scale that is mis-sorted by species or diameter in excess of one log shall be scaled and excluded from the sample pool.

# TIMBER SALE MAP

**SALE NAME:** FARM VIEW VRH SWT  
**AGREEMENT #:** 30-104695  
**TOWNSHIP(S):** T32R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 240-1040



**Harvest Area:  
 Approximately  
 131 Acres  
 Unit 1: 82.8 Acres  
 Unit 2: 8.8 Acres  
 Unit 3: 37.6 Acres  
 ROW: 1.4 Acres**

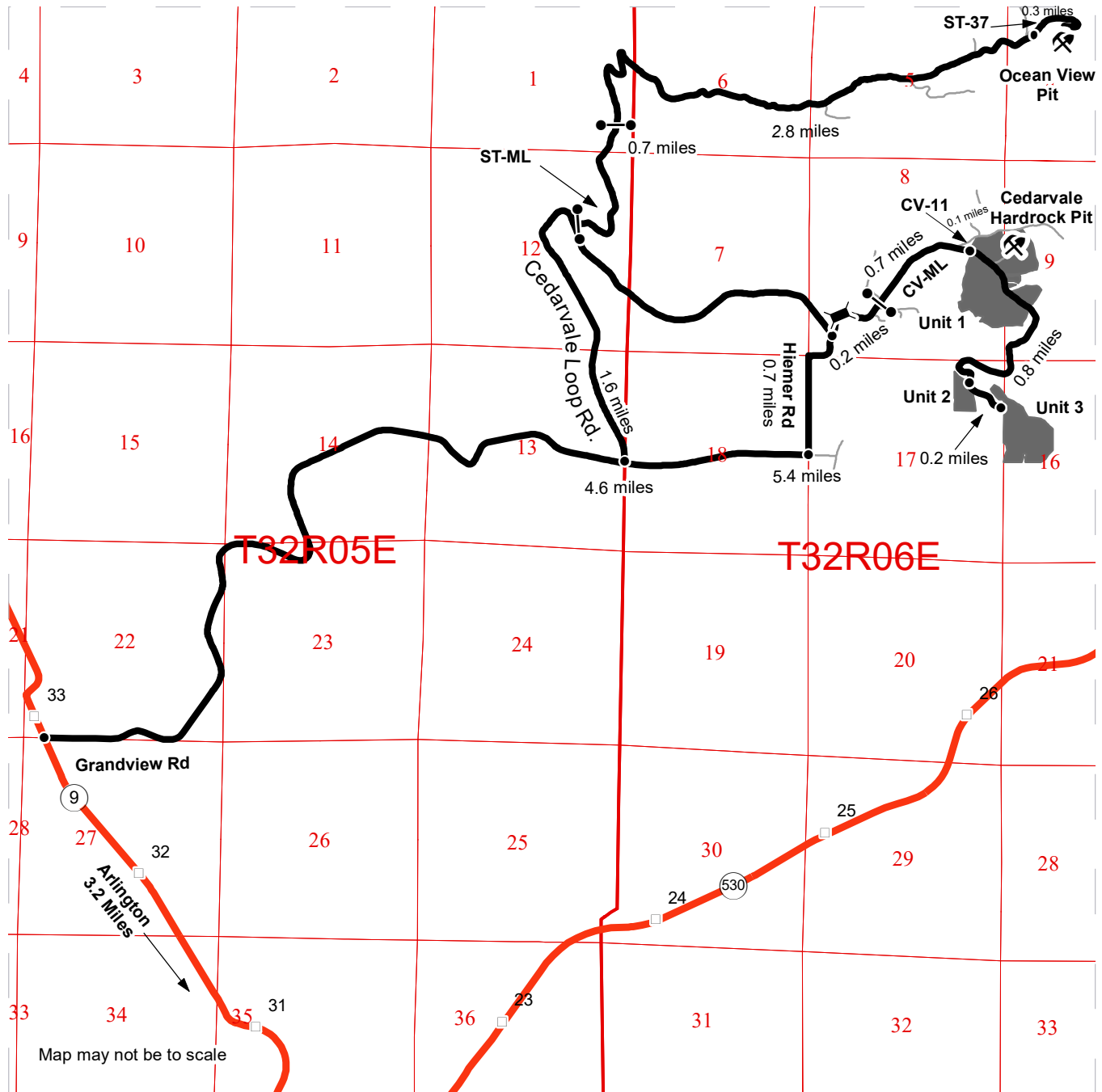
Variable Retention Harvest	Optional Reconstruction	Forested Wetland
Smallwood Thinning	Old Grade	Wetland Mgt Zone
Sale Boundary Tags	Streams	Gate (F1-3)
Right of Way Tags	Stream Type 3	Leave Tree Area <1/4-acre
Existing Roads	Stream Type 4	Non-Tradeable Leave Trees
Required Pre-Haul Maintenance	Stream Type 5	Rock Pit
Required Construction	Stream Break	Structure
Required Reconstruction	Leave Tree Area	Survey Monument
Optional Construction	Riparian Mgt Zone	DNR Managed Lands



# DRIVING MAP

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**REGION:** Northwest Region  
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Map may not be to scale

- Timber Sale Unit
- Haul Route
- Other Road
- Highway
- Milepost Markers
- Bridge
- Gate

**DRIVING DIRECTIONS:**

From the intersection of HWY 9 and State Route 530 in Arlington, travel 3.2 miles north on HWY 9 to Grandview Rd. Turn right and travel 5.4 miles to Hiemer Rd. Turn left and travel 0.7 miles to the CV-ML. Turn right and travel 0.2 miles to the gate. Pass through the locked gate; F 1-3 key required. Travel for another 0.7 miles on CV-ML to reach Unit 1. After passing through Unit 1, travel for another 0.8 miles to reach Unit 2. Continue for 0.2 miles to Unit 3.

Cedarvale Hardrock Pit: From the CV-ML gate, travel 0.9 miles to the CV-11. Turn left and travel 0.1 miles to the Cedarvale Hardrock Pit.

Ocean View Pit: From the HWY 9 intersection, travel 4.6 miles along Grandview Road. Turn left onto Cedarvale Loop Rd and continue for 1.6 miles to the Stimson Mainline (ST-ML). Pass through the gate; F 1-3 key required. Travel for 0.7 miles and pass through the gate; F 1-3 key required. Continue on ST-ML for 2.8 miles to the ST-37. Continue for 0.3 miles to access the Ocean View Pit.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted MBF Scale AGREEMENT NO. 30-0104695**

**SALE NAME: FARM VIEW VRH SWT**

**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-010 Products Sold and Sale 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, cut, and remove the following forest products: All timber as described for removal in Schedule B bounded by white timber sale boundary tags and the CV-09 road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), in Unit #1.

All timber bounded by white timber sale boundary tags and property lines, 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 Units #2 and #3.

All timber bounded by orange right-of-way tags and all timber within 30 feet of centerline of roads to be constructed, except that title to the timber within the right-of-way associated with areas of road construction (located in the thinning area) is not conveyed to the Purchaser unless the road segment is actually constructed, except as described for removal in Schedule B.

All forest products described above located on approximately 131 acres on part(s) of Sections 8, 9, 16, and 17 all in Township 32 North, Range 6 East W.M. in Snohomish County(s) as shown on the attached timber sale map and as designated on the sale area.

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-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
B	Smallwood Thinning & RMZ Prescription
S	Sample Scaling

G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to March 31, 2027.

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-050 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 contract value based on the contract payment rate and advertised volume.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the contract value based on the contract payment rate base and advertised volume.

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 timber value of the contract.

To determine the unpaid portion of the contract, multiply the contract payment rate for each item by the remaining volume for each item based on the volumes from the Timber Notice of Sale. In addition, all cash deposits that can be used for timber payments, except the initial deposit, will be deducted from the unpaid portion of the contract.

- e. Payment of \$1,035.00 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-090 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, added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-100 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 shall be paid for at the same rate and manner as other forest products under this contract.

**G-105 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 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 same rate and manner as other forest products under this contract.

**G-110 Title and Risk of Loss**

Title to the forest products conveyed passes at confirmation of the sale. Purchaser bears the risk of loss of or damage to and has an insurable interest in the forest products in this contract from the time of confirmation of the sale of forest products. In the event of loss of or damage to the forest products after passage of title, whether the cause is foreseeable or unforeseeable, the forest products shall be paid for by Purchaser. Breach of this contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this contract shall revert to the State as provided in RCW 79.15.100.

**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; CV-ML, CV-09, CV-10, CV-1001, CV-11, CV-1101, CV-12, CV-13, CV-22, CV-24, ST-ML and ST-37. 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-380 Road Easement and Road Use Permit Requirements

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

Easements with:

W.N. and Florence J. Wesson; #55-000238; dated March 27, 1959.

Pacific Denkmann Company; #55-002035; dated May 27, 1983.

Pacific Denkmann Company; #55-002064; dated April 3, 1984.

Pacific Denkmann Company; #55-002064 Supplement; dated September 23, 1991.

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: George Kunze

Disclosed by Application No.: 50-041678

Granted: 6/21/1921

Expires: Indefinite

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining

obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-021 Payment for Forest Products

Purchaser agrees to pay the following rates per MBF Scribner net log scale for forest products conveyed and cut or removed from the sale area plus \$31,756.00 on day of sale and \$9.00 per MBF upon removal in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

DATA MISSING

Species that are conveyed but are not listed in the table above shall be paid for at a rate to be determined by the State.

Utility logs, special cull and peelable cull logs of all species, included on loads of logs that are required to be removed and scaled per clause H-150 will be paid for on an adjusted gross scale basis at the rate of DATA MISSING per MBF plus fees.

P-027 Payment for Removal of Optional Forest Products

Purchaser agrees to weigh all loads and pay the rate of \$2.00 per ton for forest products approved for removal from the sale area under clause H-157.

P-040 Weighing and Scaling Costs

Purchaser agrees to pay for all scaling and weighing costs for logs and other products sold under this contract. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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-052 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this contract the State will compute and forward to the Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the Northwest region office on or before the date shown on the billing statement.

If a third party LLRS is not required by this contract, Purchaser shall pay for forest products removed on a monthly basis. Payments will be submitted to the office listed above on or before the fourteenth of the month following the month in which the timber

was removed or, according to an alternate payment schedule as approved by the State with at least one payment each month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

Payment will be based on the contract rate multiplied by the tons (tonnage contracts) or volume (mbf contracts) removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and weight or volume for each load.

P-070 Payment for Products: Damage, Theft, Loss, or Mismatch

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-021 shall apply.

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 \$75,000.00. 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 L: Log Definitions and Accountability

L-010 Forest Products Conveyed

Forest products conveyed are all logs or parts of logs described by the 'Products Sold and Sale Area' (G-010) clause meeting the removal requirements listed in the 'Required Removal of Forest Products' (H-150) clause.

L-020 Short Logs - Peeler Blocks

Logs or parts of logs which are removed from the sale area that fail to meet the minimum gross length requirements shall be scaled and graded as short logs or peeler blocks. Such material shall be paid for at the forest products rates specified in this contract.

L-060 Load Tickets

Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the State to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the contract, or as otherwise required by the Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

The State may also treat load tickets either not accounted for or not returned as lost forest products per clause P-070. All costs associated with computing the billings for lost forest products shall be borne by Purchaser.

L-071 Log and Load Reporting Service

This contract requires the use of a State approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 1 business day of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the State.

If during the term of this contract, the State discontinues use of the LLRS, the State will notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the State.

L-080 Scaling Rules

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



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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

L-120 Long Log Taper Distribution

Forest products over 40 feet long plus trim shall be segment scaled and the lower segment diameters shall be determined using actual taper. In order to utilize taper rules for determining segment diameters for poles and pilings greater than 40 feet in length plus trim, Purchaser must request use of a Pole and Piling Scaling Specification Agreement on file in the region office. Approval for usage of a special Pole and Piling Scaling Specification Agreement may be granted at the sole discretion of the State.

Following State approval for usage of the Pole and Piling Scaling Specification Agreement, the Brand Designation form shall be amended to incorporate the long log taper rules. The volume reported by the scaling organization for forest products over 40 feet plus trim will be expanded by 5 percent and the additional 5 percent volume shall be billed to the purchaser at the contract rate.

L-130 Conversion Factors

Forest products removed from the sale area that are not measured in units specified in the 'Payment for Forest Products' clause of this contract shall be converted to board feet using Department of Natural Resources' standard conversion factors.

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 unless authorized in writing by the Contract Administrator.

**H-011 Certification of Fallers and Yarder Operators**

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.

Excessive damage for reserve trees is defined in clause H-013.

Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012,

Purchaser shall be subject to liquidated damages (clause D-040)

When reserve tree damage exceeds the limits set forth in clause H-013,

Purchaser shall be subject to liquidated damages (clause D-041).

**H-012 Leave Tree Damage Definition**

Leave trees are trees required for retention within the sale boundary. Purchaser shall protect leave trees from being cut, damaged, or removed during operations.

Leave tree damage exists when more than 5 percent of the leave trees are damaged in a unit and when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 20 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave 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 leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

**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-016 Skid Trail Requirements

A skid trail is defined as an area that is used for more than three passes by any equipment.

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.

- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Purchaser shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator.

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-025 Timing Requirements for Timber Removal

All timber must be removed within 4 weeks of being felled.

H-030 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of forest products and other valuable materials conveyed.

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for sale area. The plan shall address the falling, yarding and hauling, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-050 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

H-052 Branding and Painting

Forest products shall be branded with a brand furnished by the State prior to removal from the landing. 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-090 Designated Trees Felled

All black cottonwood in the harvest area shall be felled concurrently with the falling operation and yarded to a landing or girdled and left standing (upon approval of the Contract Administrator).

## 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); shovel, forwarder, tracked skidder, "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" or rubber-tired skidder (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); also, falling by tracked machinery may be utilized on sustained slopes 35% or less. 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-126 Tailholds on State Land

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

## H-127 Tailholds on Private Land

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

## H-130 Hauling Schedule

The hauling of forest products will not be permitted 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.

LOG PROCESSOR/DE-LIMBER is defined as a mobile machine with a hydraulic boom capable of simultaneously bucking, delimiting and/or debarking and chipping whole trees while sitting stationary at the landing.

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. Falling and Yarding shall occur away from all scattered leave trees, leave tree areas, and typed waters where possible. Avoid parallel cable yarding in, across, or adjacent to stream channels where possible. All type 5 streams will have a 30-foot equipment limitation zone measured from each bank. The limited crossings shall be as close to perpendicular as possible. The Purchaser shall mark and the Contract Administrator must approve all Type 5 stream crossings. Front end suspension is required over all streams.

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. No operations of any kind are permitted before 7:00 AM in Unit 2 and before 6:00 AM in Unit 3.

F. No operations are permitted on weekends or federal holidays in Units 2 and 3.

G. Single banded, blue painted leave trees may be traded with a like tree with prior approval of Contract Administrator.

H. Falling and yarding in Unit 1 shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

I. In Unit 1, Purchaser shall mark 5 trees per acre of RMZ for riparian enhancement. Once approved by the Contract Administrator, the Purchaser shall fell 3 trees per acre towards the stream for Large Woody Debris and the remaining two per acre shall be girdled by the Purchaser to create snags. Girdling shall expose the cambium on the entire circumference of the tree for a width of no less than 3 inches. Snags created by mechanized equipment shall be at least 20 feet tall and tops are to remain on site.

J. If the Purchaser chooses to construct the CV-24 road they shall avoid cutting adjacent, previously retained, leave trees near the clearing limits. Adjacent, previously retained, leave trees are classified as any tree 16" DBH or greater. If any of these adjacent, previously retained, leave tree(s) need to be removed for safety or to achieve road grade standards then they shall be traded for tree(s) of similar species and size within Farm View Unit 2. Written permission from the Contract Administrator is required prior to removing adjacent, previously retained, leave trees.

K. Purchaser shall ensure all gates associated with this project remain closed and locked during operations with the exception of periods of hauling. When hauling, the Purchaser shall ensure all gates are closed, and locked at the end of each day.

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. Purchaser shall not be permitted to haul on the CV-ML across Pilchuck Tree Farm (Pacific Denkman) property until the current log stringer at MP 0.1 on the CV-ML is replaced (anticipated by August 2024).

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

D. Prior written approval of the Contract Administrator is required before tethered or self-leveling equipment may be used. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the use of this equipment will no longer be authorized.

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

H-150 Required Removal of Forest Products

Purchaser shall remove from the sale area and present for scaling or weighing all forest products conveyed in the G-010 clause that meet the following minimum dimensions:

Species	Net bd ft	Log length (ft)	Log dib
All Species	10	12	5

The State may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this contract. At the State's option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-027 shall apply.

Forest products designated as optional shall be decked separately from forest products designated as required for removal. Prior to removal from the sale area, optional forest products as described in this clause must be inspected and approved by the Contract Administrator. Optional forest products may not be mixed with forest products that are required for removal by this contract and shall be removed from the sale area in separate truck loads using load tickets specified by the Contract Administrator.

All material removed under this clause is subject to the same log and load accountability rules as defined in the Log Definitions and Accountability section of this contract. Purchaser shall follow the payment procedures as required in the P-052 clause and will submit a separate summary report for all forest products removed from the sale area under the authority of this clause.

H-160 Mismatch

Mismatch is defined as forest products remaining on the sale area that would have met the specifications in clause H-150 if bucking lengths had been varied to include such products.

The State may treat mismatch as a breach of this contract. At the State's option, forest products that are left on the sale area may be scaled for volume by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling and computing the billing will be borne by Purchaser.



**H-180 Removal of Specialized Forest Products or Firewood**

Prior to the removal of conveyed specialized forest products or firewood from the sale area, Purchaser and the State shall agree in writing to the method of accounting for/and removal of such products.

**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.

**Section C: Construction and Maintenance**

**C-040 Road Plan**

Road construction and associated work provisions of the Road Plan for this sale, dated 3/21/2023 are hereby made a part of this contract.

**C-050 Purchaser Road Maintenance and Repair**

Purchaser shall perform work at their own expense on CV-ML, CV-09, CV-10, CV-1001, CV-11, CV-1101, CV-12, CV-13, CV-22 and CV-24 roads. All work shall be completed to the specifications detailed in the Road Plan.

**C-060 Designated Road Maintainer**

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on the ST-ML and ST-37 roads. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

**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 Water Type 5 Streams 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-010 Liquidated Damages

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

D-020 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the contract term results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

$$LD = .35V-ID-P+C+A$$

Where:

LD = Liquidated Damage value.

V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal volume to date from the State's cruise volume multiplied by the contract bid rates.

ID = Initial Deposit paid at date of contract that has not been applied to timber payments.

P = Advance payments received but not yet applied to specific contract requirements.

C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.

A = Administrative Fee = \$2,500.00.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula:  $\text{Interest} = r \times \text{LD} \times N$ .

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

LD = Liquidated damage value.

N = Number of days from date of breach to date payment is received.

#### D-030 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the State can result in substantial injury to the State. Failure to properly account for loads and scaling and/or weighing information can result in loss to the State. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the State's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and \$250 each unused ticket that is not returned to the State, for any reason.

#### D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable.

Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$250.00 per tree for all damaged trees in the Smallwood Thinning area (Unit 1).

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 Variable Retention Harvest areas (Unit 2 and Unit 3).

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

\_\_\_\_\_  
Print Name

Northwest Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

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

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of the corporation

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_

My appointment expires \_\_\_\_\_

**Schedule B**  
**Smallwood Thinning & RMZ Prescription**

THINNING PRESCRIPTION: UNIT 1 (SMALLWOOD THIN)

- Purchaser shall leave a residual stand that will achieve the following evenly distributed across each unit:

Average spacing of 17 feet x 17 feet

Only trees 8" DBH and great shall count toward the desired residual stand spacing.

To accomplish this prescription, fallers shall harvest trees starting with smallest diameter trees working up to the larger trees (thin from below). The following take tree preference shall be followed to achieve the desired residual stand spacing:

- 1) All hardwoods
- 2) western hemlock
- 3) Defective or diseased Douglas-fir
- 4) Smallest diameter Douglas-fir

- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms which should be prioritized for take.
- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class that has the best form and is undamaged.
- Western redcedar is not to be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations or those which pose safety hazards shall be considered for approval.

RIPARIAN FOREST RESTORATION STRATEGY TREES

- RMZs shall have an 8-13 inch diameter limit.
- Three enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be felled toward streams and left as down woody debris.
- Two enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be cut in a manner that facilitates snag creation and recruitment (girdled or topped).



- These enhancement trees are in addition to the residual stocking targets mentioned above, and should be distributed evenly throughout the RMZs.

RMZ 1: 4 felled trees, 2 snag creation trees.

RMZ 2: 4 felled trees, 3 snag creation trees.

RMZ 3: 2 felled trees, 1 created snags.

\* All cottonwood must be felled and yarded to a landing or girdled and left standing. Girdling requirements are two full >3” wide rings around the bole that are >3” apart. Felled cottonwood may not remain in the RMZ.

**Schedule S**  
**Sample Scaling**

Weight Conversion Sample Scaling

For this contract, weight conversion sample scaling will be allowed for the following species:  
[1] western hemlock, pure loads, in Unit 1 only.  
Douglas-fir, pure loads in Unit 1 only.

The Purchaser must make a written request for sample scaling and the State shall authorize in writing the use of sample scaling and amend the brand designation form accordingly. Upon facility inspection and approval for weight conversion sample scaling, DNR will set the sample scaling intensity for this contract.

DNR requires roll out scale for all weight conversion sample scale loads. The default frequency shall be 1:2. However, any facility that can provide the most recent sample scale load for check scaling may use a frequency of 1:3.

All loads arriving at a facility approved for weight conversion sample scale shall be weighed. DNR may force scaling at any time. Scale data from the forced scale loads will be included in the sample pool. The State may revoke the approval of the facility for weight conversion sample scaling at any time. Any load presented for weight conversion sample scale that is mis-sorted by species or diameter in excess of one log shall be scaled and excluded from the sample pool.



## 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: <b>Farm View VRH SWT</b>	Region: <b>Northwest</b>
Agreement #: <b>30-104695</b>	District: <b>Clear Lake</b>
Contact Forester: Grant Becker Phone / Location: 360-595-3448	County(s): <b>Snohomish</b>
Alternate Contact: Jack Armstrong Phone / Location: 360-982-4757	Other information:

Type of Sale: <b>MBF Scale</b>	
Harvest System: <b>Ground based, Uphill Cable</b>	See logging plan map

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description  (Enter only one legal for each unit) <b>Sec/Twp/Rng</b>	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 (ROW)		
1	Sec 8, 9, T32N, R06E	01	74.8	0.0	0.0	3.5	0.8	70.5	GPS (Garmin)
1 RMZ	Sec 8, 9, T32N, R06E	01	3.0	0.0	0.0	0.0	0.0	3.0	GPS (Garmin)
1 WMZ	Sec 8, 9, T32N, R06E	01	9.5	0.0	0.0	0.2	0.0	9.3	GPS (Garmin)
2	Sec 17, T32N, R06E	01	9.3	0.0	0.5	0.0	0.0	8.8	GPS (Garmin)
3	Sec 16, 17, T32N, R06E	01	40.3	0.0	2.7	0.0	0.0	37.6	GPS (Garmin)
ROW	Sec 8, 9, T32N, R06E	01	1.4	0.0	-	-	-	1.4	Combination
<b>TOTAL ACRES</b>			138.3	0.0	3.2	3.7	0.8	130.6	

**HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	<b>Smallwood Thinning (SWT)</b> Trees will be thinned following the prescription listed in the Schedule B. Thinning areas are bounded by white "Timber Sale Boundary" tags and flagged timber type break.	None	
1 RMZ	<b>Variable Density Thinning (VDT)</b> Trees will be thinned following the prescription listed in the Schedule B. Thinning areas are bounded by white "Timber Sale Boundary" tags.	None	
1 WMZ	<b>Variable Density Thinning (VDT)</b> Trees will be thinned following the prescription listed in the Schedule B. Thinning areas are bounded by white "Timber Sale Boundary" tags and flagged timber type break.	None	
2	<b>Variable Retention Harvest (VRH)</b> Take all trees bounded by white "Timber Sale Boundary" tags and flagged timber type break. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	76 total leave trees (68 clumped, 8 dispersed) are marked with yellow leave tree area tags and/or blue paint.
3	<b>Variable Retention Harvest (VRH)</b> Take all trees bounded by white "Timber Sale Boundary" tags and flagged timber type break. All trees marked with blue paint or bounded by "Yellow Leave Tree Area" tags are designated as leave trees.	None	328 total leave trees (310 clumped, 18 dispersed) are marked with yellow leave tree area tags and/or blue paint.
ROW	Take all timber within 30 feet of road centerline.	None	

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, WH / 564 mbf	Access to unit via CV-ML; F1-3 required	Traverse and vicinity maps attached
1 RMZ	DF, WH / 16 mbf		
1 WMZ	DF, WH / 76 mbf		
2	DF, WH / 422 mbf		
3	DF, WH / 1,500 mbf		
ROW	DF, RA / 22 mbf		
TOTAL MBF	2,600 mbf		

**REMARKS:**

**Directions:** From the intersection of SR 9 and 530 in Arlington, travel 3.2 miles north on HWY 9 to Grandview Road. Turn right and travel 5.4 miles to Hiemer Rd. Turn left and travel 0.7 miles to the CV-ML. Turn right and travel 0.2 miles to the gate. Pass through the locked gate and travel for another 0.7 miles to reach Unit 1. After passing through Unit 1 travel for another 0.8 miles to reach Unit 2. Continue for 0.2 miles to Unit 3.

**Cedarvale Hardrock Pit:** From the CV-ML gate, travel 0.9 miles to the CV-11. Turn left and travel another 0.1 miles to the pit.

**Ocean View Pit:** From Grandview Road travel 4.6 miles. Turn left onto Cedarvale Loop Road and continue for 1.6 miles to the Stimson Mainline (ST-ML). Pass through the gate and travel for 0.7 miles to the next gate. Pass through the second gate and travel for 3.2 miles to access the Ocean View Pit.

**Existing road acres calculated using GPS and GIS measure tool.**

Existing road acres in Unit 1

CV-ML: 2,280 ft. \* 40 ft. = 91,200 sq. ft. / 43,560 sq. ft. / acre = 2.1 acres

CV-11: 616 ft. \* 40 ft. = 24,640 sq. ft. / 43,560 sq. ft. / acre = 0.6 acres

CV-12: 780 ft. \* 20 ft. = 15,600 sq. ft. / 43,560 sq. ft. / acre = 0.4 acres

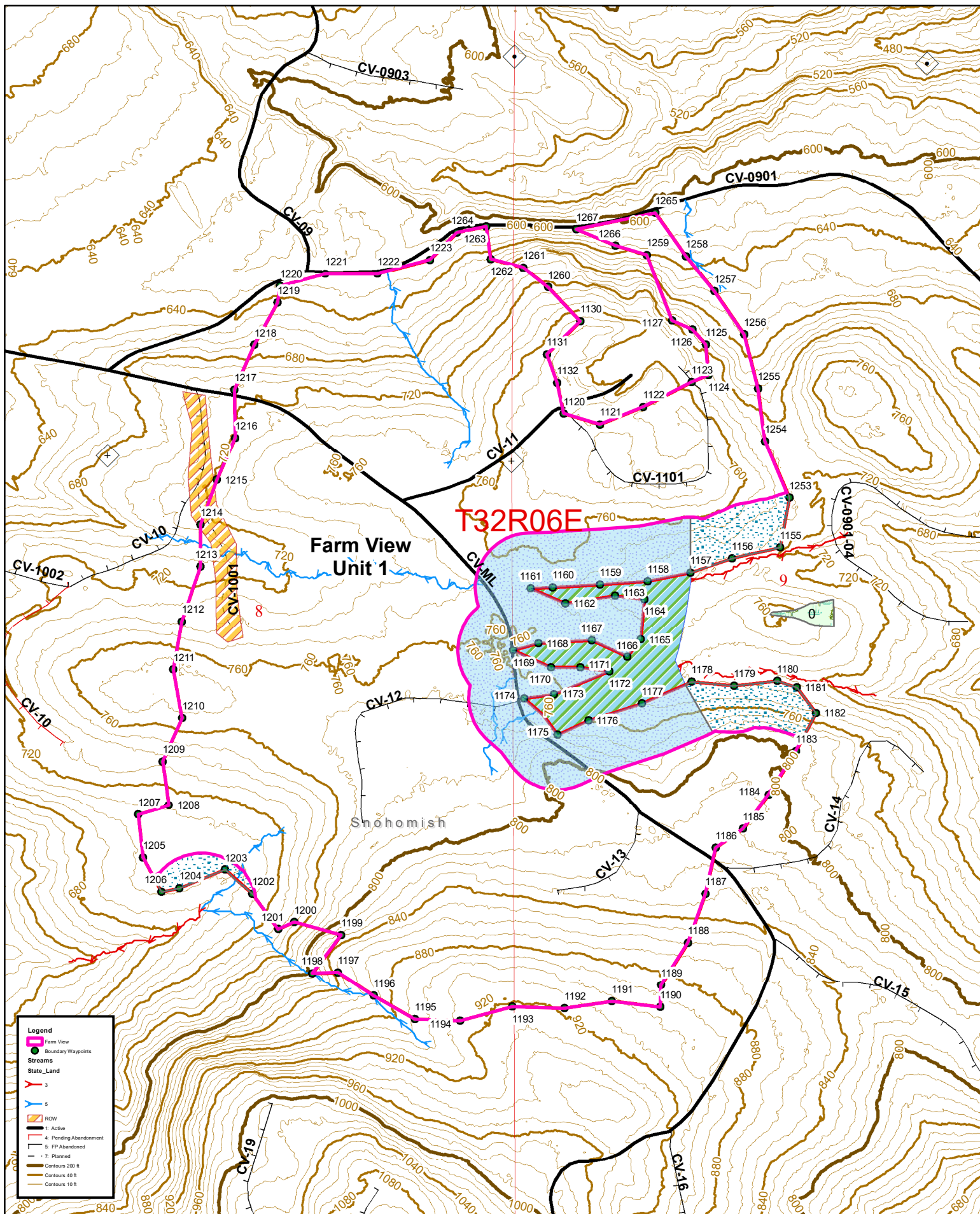
CV-13: 428 ft. \* 40 ft. = 17,120 sq. ft. / 43,560 sq. ft. / acre = 0.4 acres

**\*There is a significant hardwood component in Unit 3. See attached Hardwood map to adjust cruise design accordingly.**

**See traverse and vicinity maps for more detail.**

<b>Prepared By: Grant Becker</b> <b>Date: 3/6/2023</b>	<b>Title: Forester</b>	<b>CC:</b>
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# Farm View SWT VRH



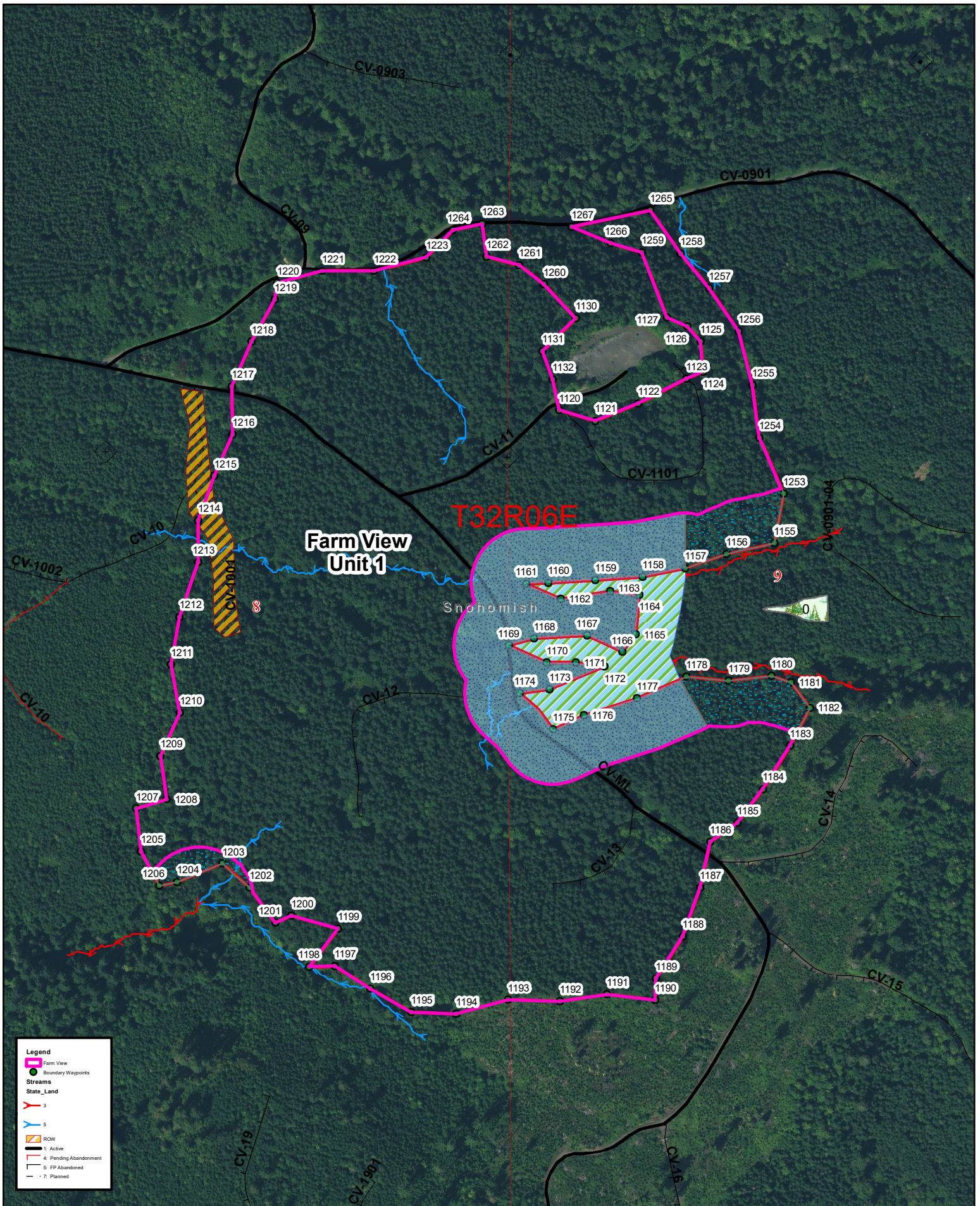
T32R06E

Farm View Unit 1

Snohomish



# Farm View SWT VRH



0 200 400 800 Feet

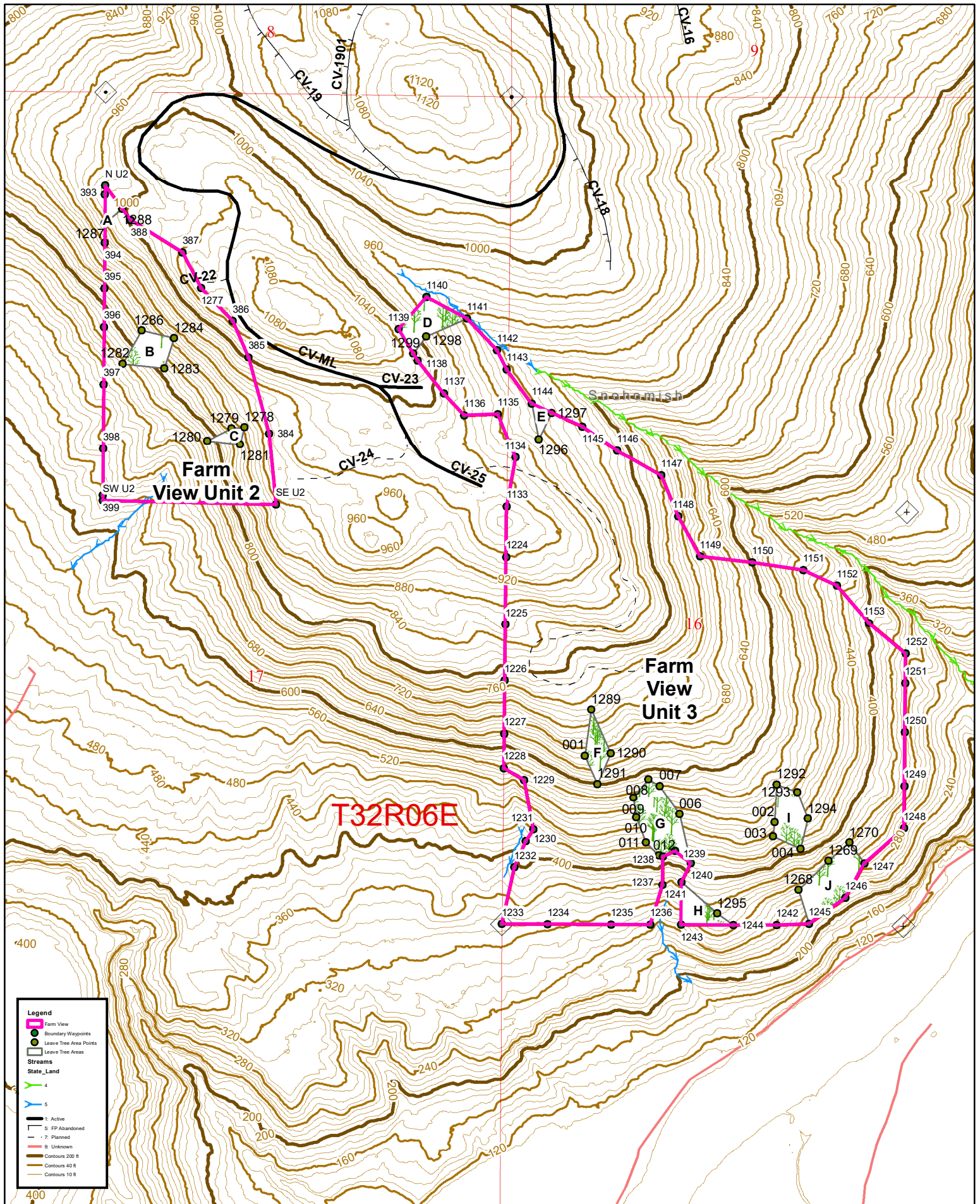
1 inch = 400 feet

Draft date: 4/6/2023



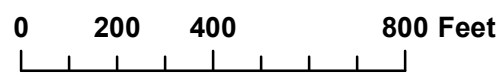


# Farm View SWT VRH



**Legend**

- Farm View
- Boundary/Waypoints
- Leave Tree Area Points
- Leave Tree Areas
- Streams
- State Land
- 4
- 5
- 1: Active
- 2: FP Abandoned
- 3: Planned
- 4: Unknown
- Contours 200 ft
- Contours 40 ft
- Contours 10 ft



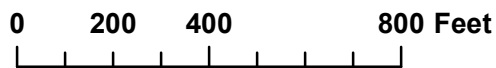
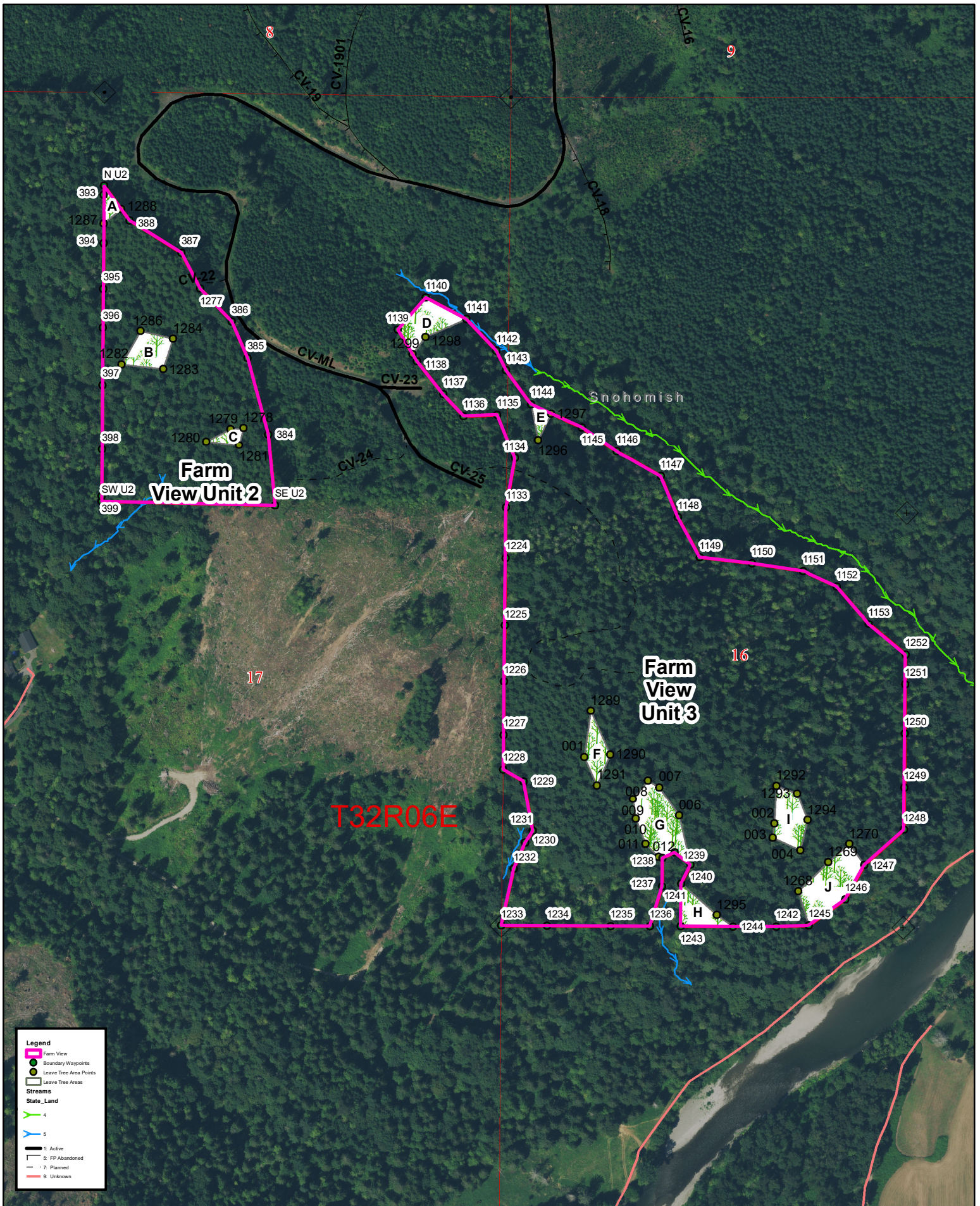
1 inch = 400 feet

Draft date: 4/6/2023





# Farm View SWT VRH



1 inch = 400 feet

Draft date: 4/6/2023





## Timber Sale Cruise Report Farm View SWT/VRH - NW

**Sale Name:** FARM VIEW

**Sale Type:** MBF SCALE

**Region:** NORTHWEST

**District:** CLEAR LAKE

**Lead Cruiser:** Matt Llobet

**Other Cruisers:** Bailey Vos

### Location:

Farm View TS is a three unit timber sale located North of Arlington off Grandview Road. The sale ranges from 240 feet to 1040 feet in elevation and has good road access to all three units.

### Cruise Design:

Unit 1 was cruised with a 1:2 sample ratio and a 40 BAF was used. Units 2 and 3 were cruised with a 62.5/40 BAF combination and a cruise all sample was applied. The ROW unit was sampled with a 1/20th acre fix plot 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.

### Unit 1:

The stand characteristics throughout unit 1 showed a homogenous timber type with an open understory. The terrain throughout unit 1 was gentle/mild, making for productive thinning ground. Unit 1 cruised out at 3,574 bf per acre of sawlog volume and all live timber showed excellent form, with minor defect. The species composition consists of Douglas fir, Western Hemlock, and scattered hardwoods.

### RMZ & WMZ:

Thin to an average spacing of 17' x 17' selecting trees from the smallest diameter class. The RMZ & WMZ units consist of a uniform Douglas fir and Western Hemlock timber type with good operator ground.

### Unit 2:

The stand consists of a variable stocking with Douglas fir being the dominant species. Operator ground is straightforward with steep terrain throughout. The species composition consists of Douglas fir, Western Red Cedar, and hardwoods. Unit 2 cruised out at 48,295 bf per acre. The Douglas fir made up 95% of the unit volume amounting to 405 mbf. The Douglas fir had an average DBH of 21 inches and an average bole length of 83 feet. High Quality segments were cruised throughout the Douglas fir - amounting to 125 mbf.

### Unit 3:

The stand consists of a variable stocking with mild/steep operator ground. The species composition consists of Douglas fir, Western Hemlock, Western Red Cedar, and scattered hardwoods. Douglas fir makes up 86% of the volume amounting to 973 mbf. The Western Hemlock makes up 4% of the volume amounting to 44 mbf. There is a scattered component of Western Red Cedar and hardwoods throughout unit 3 making up 10% of the unit volume. High Quality segments were cruised throughout the Douglas fir - amounting to 315 mbf.

### Logging and Stand Conditions:

Approximately 35% of the sale is cable harvest and the other 65% percent is ground base harvest.

**Timber Sale Notice Volume (MBF)**

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	21.6	9.5		1,563	77	150	862	396	61	17
WH	13.5			170			32	104	34	1
RC	23.2			47				45	2	
RA	16.7			39			20	4	9	6
MA	18.7			38			27		2	9
BC	23.0			12			12			
ALL	20.2	9.5		1,868	77	150	951	548	108	33

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	10,406	425	915	5,299	3,113	519	136
WH	1,510			254	936	295	25
RC	397				382	15	
RA	318			148	28	90	52
MA	279			182		19	78
BC	61			61			
ALL	12,970	425	915	5,944	4,459	937	292

**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 (%)
197.2	5.3	130.5	3.3	25,635	6.4

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FARM VIEW U1	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	70.5	74.8	37	14	0
FARM VIEW RMZ	FX: FR plots (20 tree / acre expansion)	3.0	3.0	4	4	0
FARM VIEW WMZ	FX: FR plots (20 tree / acre expansion)	9.3	9.5	5	5	0
FARM VIEW U2	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5	8.8	9.3	8	8	0

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
	ft					
FARM VIEW U3	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	37.6	40.3	33	33	1
FARM VIEW ROW	FX: FR plots (20 tree / acre expansion)	1.4	1.4	2	2	0
All		130.6	138.3	89	66	1

### 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	14.2	30	89	89	0.0	61.1	11.6
DF	LIVE	2 SAW	Domestic	16.4	38	5,031	4,966	1.3	3,962.6	648.5
DF	LIVE	2 SAW	HQ-A	15.4	40	398	398	0.0	348.0	52.0
DF	LIVE	2 SAW	HQ-B	18.1	40	1,240	1,234	0.5	988.0	161.2
DF	LIVE	3 PEELER	HQ-A	26.2	39	593	593	0.0	424.7	77.4
DF	LIVE	3 SAW	Domestic	9.2	35	3,055	3,034	0.7	3,112.6	396.2
DF	LIVE	4 SAW	Domestic	6.9	22	475	468	1.5	518.5	61.1
DF	LIVE	CULL	Cull	16.3	22	100	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	20.0	40	1,161	1,149	1.1	915.1	150.0
DF	LIVE	UTILITY	Pulp	10.6	30	127	127	0.0	136.3	16.5
MA	LIVE	2 SAW	Domestic	14.1	20	225	203	10.0	181.7	26.5
MA	LIVE	4 SAW	Domestic	9.9	20	18	18	0.0	19.0	2.3
MA	LIVE	UTILITY	Pulp	13.6	23	72	72	0.0	78.1	9.4
RA	LIVE	2 SAW	Domestic	13.5	24	166	152	8.2	148.4	19.8
RA	LIVE	3 SAW	Domestic	10.5	30	26	26	0.0	27.8	3.5
RA	LIVE	4 SAW	Domestic	8.8	30	74	72	2.4	89.8	9.4
RA	LIVE	UTILITY	Pulp	10.3	27	48	48	0.0	52.2	6.3
RC	LIVE	3 SAW	Domestic	11.7	37	365	341	6.5	381.9	44.6
RC	LIVE	4 SAW	Domestic	7.5	18	16	16	0.0	14.6	2.1
RC	LIVE	CULL	Cull	12.6	12	13	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	14.6	37	250	241	3.4	254.1	31.5
WH	LIVE	3 SAW	Domestic	8.3	38	796	796	0.0	936.3	104.0
WH	LIVE	4 SAW	Domestic	5.8	26	257	257	0.0	294.8	33.6
WH	LIVE	UTILITY	Pulp	2.2	20	6	6	0.0	25.0	0.8

**Timber Sale Log Sort x Diameter Bin Summary**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5+	LIVE	Domestic	14.2	30	89	0.0	61.1	11.6
DF	5 - 7	LIVE	Pulp	5.7	33	78	0.0	97.5	10.2
DF	5 - 7	LIVE	Domestic	6.7	28	861	0.9	956.4	112.4
DF	8 - 11	LIVE	Domestic	9.8	34	2,641	0.8	2,674.8	344.9
DF	12 - 15	LIVE	Domestic	13.3	37	1,390	0.7	1,276.6	181.5
DF	12 - 15	LIVE	Cull	14.0	24	0	100.0	0.0	0.0
DF	12 - 15	LIVE	HQ-B	14.1	40	185	0.0	174.2	24.2
DF	12 - 15	LIVE	HQ-A	14.6	40	257	0.0	232.0	33.5
DF	16 - 19	LIVE	HQ-B	17.2	40	547	0.0	451.8	71.5
DF	16 - 19	LIVE	Domestic	17.4	39	1,860	0.9	1,448.0	242.9
DF	16 - 19	LIVE	HQ-A	18.0	40	655	0.0	538.4	85.5
DF	16 - 19	LIVE	Cull	18.3	12	0	100.0	0.0	0.0
DF	16 - 19	LIVE	Pulp	19.9	24	49	0.0	38.7	6.4
DF	20+	LIVE	HQ-B	22.4	40	502	1.2	362.1	65.5
DF	20+	LIVE	Domestic	23.3	38	1,716	2.2	1,238.0	224.1
DF	20+	LIVE	Cull	24.2	20	0	100.0	0.0	0.0
DF	20+	LIVE	HQ-A	24.3	40	1,228	1.0	917.4	160.4
MA	5+	LIVE	Pulp	12.1	26	72	0.0	78.1	9.4
MA	5+	LIVE	Domestic	13.5	21	220	9.3	200.6	28.8
RA	5+	LIVE	Domestic	9.9	26	250	5.8	266.0	32.7
RA	5+	LIVE	Pulp	10.3	27	48	0.0	52.2	6.3
RC	5+	LIVE	Domestic	10.7	32	357	6.3	396.5	46.6
RC	5+	LIVE	Cull	12.6	12	0	100.0	0.0	0.0
WH	< 5	LIVE	Pulp	2.2	20	6	0.0	25.0	0.8
WH	5 - 7	LIVE	Domestic	6.0	32	522	0.0	613.5	68.1
WH	8 - 11	LIVE	Domestic	9.2	35	532	0.0	617.6	69.4
WH	12 - 15	LIVE	Domestic	14.0	36	161	5.1	183.0	21.1
WH	16 - 19	LIVE	Domestic	17.2	40	80	0.0	71.1	10.4

## Cruise Unit Report FARM VIEW U1

### Unit Sale Notice Volume (MBF): FARM VIEW U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
DF	13.5			138	112	27	
WH	11.6			113	84	29	1
ALL	12.5			252	195	55	1

### Unit Cruise Design: FARM VIEW U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	70.5	74.8	37	14	0

### Unit Cruise Summary: FARM VIEW U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA		1	0.0	0
RC		1	0.0	0
DF	6	115	3.1	0
WH	6	64	1.7	0
ALL	12	181	4.9	0

### Unit Cruise Statistics: FARM VIEW 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 (%)
RA	1.1	608.3	100.0						
RC	1.1	608.3	100.0						
DF	124.3	83.3	13.7	113.5	18.1	7.4	14,111	85.3	15.6
WH	69.2	96.0	15.8	106.1	24.6	10.1	7,342	99.1	18.7
ALL	195.7	47.6	7.8	110.9	20.5	5.9	21,693	51.9	9.8

### Unit Summary: FARM VIEW U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	13.0	64	93	1,971	1,963	0.4	18.8	17.3	4.8	138.4
WH	LIVE	CUT	6	ALL	12.3	51	78	1,606	1,606	0.0	18.3	15.1	4.3	113.2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	12	ALL	12.7	58	86	3,577	3,569	0.2	37.1	32.4	9.1	251.6
ALL	ALL	ALL	12	ALL	12.7	58	86	3,577	3,569	0.2	37.1	32.4	9.1	251.6



## Cruise Unit Report FARM VIEW RMZ

### Unit Sale Notice Volume (MBF): FARM VIEW RMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	11.6			10	8	2
WH	11.0			3	2	1
ALL	11.4			13	10	3

### Unit Cruise Design: FARM VIEW RMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	3.0	3.0	4	4	0

### Unit Cruise Summary: FARM VIEW RMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA		3	0.8	0
DF	4	31	7.8	0
WH	2	8	2.0	0
ALL	6	42	10.5	0

### Unit Cruise Statistics: FARM VIEW RMZ

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 (%)
RA	6.2	135.5	67.7						
DF	146.4	22.9	11.5	112.8	14.4	7.2	16,514	27.0	13.5
WH	32.5	126.7	63.3	80.3	26.7	18.9	2,610	129.4	66.1
ALL	185.1	16.4	8.2	106.9	21.4	8.7	19,784	27.0	12.0

### Unit Summary: FARM VIEW RMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	11.6	54	82	3,320	3,295	0.8	39.8	29.2	8.6	9.9
WH	LIVE	CUT	2	ALL	11.0	47	64	1,060	1,060	0.0	20.0	13.2	4.0	3.2
ALL	LIVE	CUT	6	ALL	11.4	52	76	4,380	4,355	0.6	59.8	42.4	12.6	13.1
ALL	ALL	ALL	6	ALL	11.4	52	76	4,380	4,355	0.6	59.8	42.4	12.6	13.1

## Cruise Unit Report FARM VIEW WMZ

### Unit Sale Notice Volume (MBF): FARM VIEW WMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
DF	12.1			35	19	6	10
WH	13.0			6	4	1	
ALL	12.2			41	23	7	10

### Unit Cruise Design: FARM VIEW WMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	9.3	9.5	5	5	0

### Unit Cruise Summary: FARM VIEW WMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	50	10.0	0
WH	1	1	0.2	0
ALL	10	51	10.2	0

### Unit Cruise Statistics: FARM VIEW WMZ

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	226.0	37.1	16.6	90.8	31.0	10.3	20,525	48.4	19.6
WH	3.7	223.6	100.0	162.8	0.0	0.0	600	223.6	100.0
ALL	229.7	36.0	16.1	92.0	37.7	11.9	21,125	52.1	20.0

### Unit Summary: FARM VIEW WMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	12.1	50	74	3,784	3,784	0.0	52.2	41.7	12.0	35.2
WH	LIVE	CUT	1	ALL	13.0	75	98	600	600	0.0	4.0	3.7	1.0	5.6
ALL	LIVE	CUT	10	ALL	12.2	52	76	4,384	4,384	0.0	56.2	45.4	13.0	40.8
ALL	ALL	ALL	10	ALL	12.2	52	76	4,384	4,384	0.0	56.2	45.4	13.0	40.8

## Cruise Unit Report FARM VIEW U2

### Unit Sale Notice Volume (MBF): FARM VIEW U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	20.6			405	11	10	257	120	6	
MA	17.4			16			9		2	5
RC	24.0			4				4		
ALL	20.3			425	11	10	266	125	8	5

### Unit Cruise Design: FARM VIEW U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	8.8	9.3	8	8	0

### Unit Cruise Summary: FARM VIEW U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	35	35	4.4	0
MA	5	5	0.6	0
RC	1	1	0.1	0
ALL	41	41	5.1	0

### Unit Cruise Statistics: FARM VIEW 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	273.4	45.6	16.1	168.1	32.4	5.5	45,978	56.0	17.0
MA	25.0	225.3	79.6	72.2	39.0	17.5	1,804	228.6	81.5
RC	5.0	282.8	100.0	95.5	0.0	0.0	477	282.8	100.0
ALL	303.4	27.6	9.8	159.0	38.3	6.0	48,259	47.2	11.5

### Unit Summary: FARM VIEW U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	35	ALL	20.6	83	108	46,926	45,978	2.0	118.1	273.4	60.2	404.6
MA	LIVE	CUT	5	ALL	17.4	47	58	1,951	1,804	7.5	15.1	25.0	6.0	15.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RC	LIVE	CUT	1	ALL	24.0	75	95	477	477	0.0	1.6	5.0	1.0	4.2
ALL	LIVE	CUT	41	ALL	20.3	79	102	49,353	48,259	2.2	134.8	303.4	67.3	424.7
ALL	ALL	ALL	41	ALL	20.3	79	102	49,353	48,259	2.2	134.8	303.4	67.3	424.7

## Cruise Unit Report FARM VIEW U3

### Unit Sale Notice Volume (MBF): FARM VIEW U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	23.6	9.5		973	67	140	605	136	19	6
WH	19.2			44			32	11	2	
RC	23.1			42				40	2	
RA	17.1			37			20	4	7	6
MA	19.7			22			18			5
BC	23.0			12			12			
ALL	22.3	9.5		1,129	67	140	685	191	30	18

### Unit Cruise Design: FARM VIEW U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	37.6	40.3	33	33	1

### Unit Cruise Summary: FARM VIEW U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	67	67	2.0	2
WH	5	5	0.2	0
RC	10	10	0.3	0
RA	10	10	0.3	0
MA	8	8	0.2	0
BC	1	1	0.0	0
ALL	101	101	3.1	2

### Unit Cruise Statistics: FARM VIEW U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	126.9	88.4	15.4	203.8	31.0	3.8	25,864	93.6	15.8
WH	9.5	240.3	41.8	122.5	42.8	19.2	1,160	244.1	46.0
RC	12.1	303.0	52.7	93.1	43.1	13.6	1,129	306.0	54.5
RA	12.1	174.7	30.4	80.7	30.4	9.6	978	177.3	31.9
MA	9.7	231.3	40.3	61.1	17.9	6.3	593	232.0	40.8

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 (%)
BC	1.9	574.5	100.0	163.2	0.0	0.0	309	574.5	100.0
ALL	172.2	65.7	11.4	174.4	44.9	4.5	30,034	79.6	12.3

**Unit Summary: FARM VIEW U3**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	23.0	75	93	309	309	0.0	0.7	1.9	0.4	11.6
DF	LIVE	CUT	67	ALL	23.6	88	115	26,360	25,864	1.9	41.8	126.9	26.1	972.5
MA	LIVE	CUT	8	ALL	19.7	49	60	637	593	6.9	4.6	9.7	2.2	22.3
RA	LIVE	CUT	10	ALL	17.1	52	66	1,031	978	5.2	7.6	12.1	2.9	36.8
RC	LIVE	CUT	10	ALL	23.1	62	82	1,258	1,129	10.2	4.2	12.1	2.5	42.4
WH	LIVE	CUT	5	ALL	19.2	63	78	1,190	1,160	2.5	4.7	9.5	2.2	43.6
ALL	LIVE	CUT	101	ALL	22.3	77	100	30,785	30,034	2.4	63.6	172.2	36.3	1,129.3
ALL	ALL	ALL	101	ALL	22.3	77	100	30,785	30,034	2.4	63.6	172.2	36.3	1,129.3

## Cruise Unit Report FARM VIEW ROW

### Unit Sale Notice Volume (MBF): FARM VIEW ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
WH	10.0			4	3	1
DF	9.8			2	1	1
RA	10.7			2		2
ALL	10.2			9	5	4

### Unit Cruise Design: FARM VIEW ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	1.4	1.4	2	2	0

### Unit Cruise Summary: FARM VIEW ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	6	6	3.0	0
DF	5	5	2.5	0
RA	5	5	2.5	0
ALL	16	16	8.0	0

### Unit Cruise Statistics: FARM VIEW ROW

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	32.6	141.4	100.0	92.8	18.0	7.3	3,030	142.6	100.3
DF	26.2	141.4	100.0	65.6	18.7	8.4	1,720	142.7	100.3
RA	31.2	14.7	10.4	50.1	16.3	7.3	1,560	22.0	12.7
ALL	90.0	15.2	10.7	70.1	30.2	7.5	6,310	33.8	13.1






### Unit Summary: FARM VIEW ROW

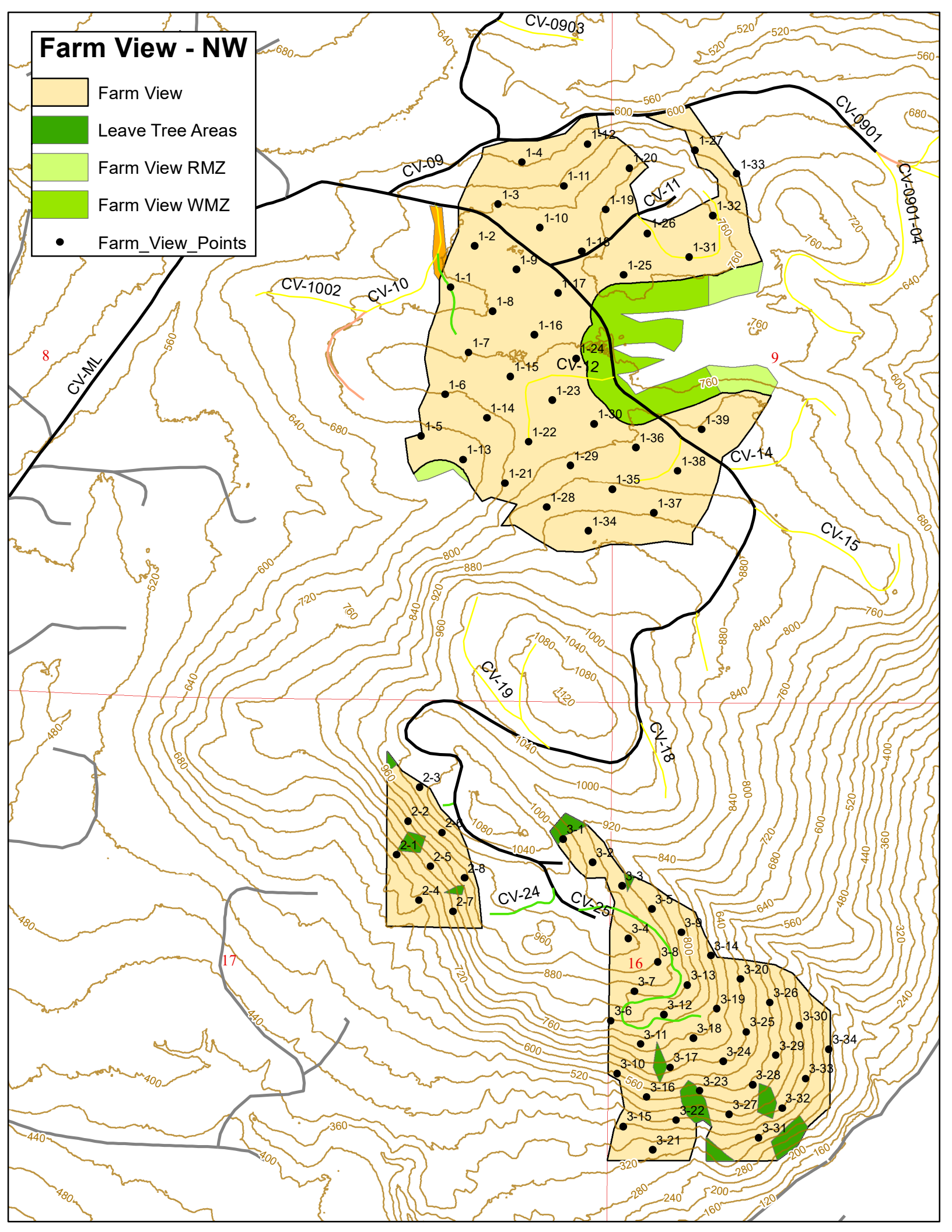
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	5	ALL	9.8	33	50	1,720	1,720	0.0	50.1	26.2	8.4	2.4
RA	LIVE	CUT	5	ALL	10.7	28	42	1,560	1,560	0.0	49.9	31.2	9.5	2.2
WH	LIVE	CUT	6	ALL	10.0	44	63	3,030	3,030	0.0	59.8	32.6	10.3	4.2
ALL	LIVE	CUT	16	ALL	10.2	35	52	6,310	6,310	0.0	159.8	90.0	28.2	8.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	16	ALL	10.2	35	52	6,310	6,310	0.0	159.8	90.0	28.2	8.8



# Farm View - NW

-  Farm View
-  Leave Tree Areas
-  Farm View RMZ
-  Farm View WMZ
-  Farm\_View\_Points





# Forest Practices Application/Notification Notice of Decision

FPA/N No: 2819299

Effective Date: 3/26/2024

Expiration Date: 3/26/2027

Shut Down Zone: 656/658

EARR Tax Credit:  Eligible  Non-eligible

Reference: Farm View VRH SWT

### Decision

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

### FPA/N Classification

- Class II
- Class III
- Class IVG
- Class IVS

### Number of Years Granted on Multi-Year Request

- 4 years
- 5 years

### Conditions on Approval/Reasons for Disapproval

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

All work below the ordinary high water line shall only occur between July 15 and August 15.

#### **Condition(s) required for approval/disapproval:**

Notify the Department of Natural Resources Forest Practices Forester at least 2 business days before beginning work in Type S or F water(s). Provide the application number and legal description for your activity.

1. Once the existing structure is removed and stream realignment is complete, the landowner will need to relocate any fish trapped in the plunge pools formed beneath the weirs.

Issued By: Bryent Daugherty

Region: Northwest Region

Title: Resource Protection Forester

Date: 3/26/2024

Copies to:  Landowner, Timber Owner, and Operator

Issued in person:  LO  TO  OP By:  Date: 3/26/2027



**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](http://www.wa.gov/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:**

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

Information regarding the Pollution Control Hearings Board can be found at: <https://elaho.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 Choose an item, caused the Notice of Decision for FPA/N No. \_\_\_\_\_ 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.

\_\_\_\_\_  
(Date)

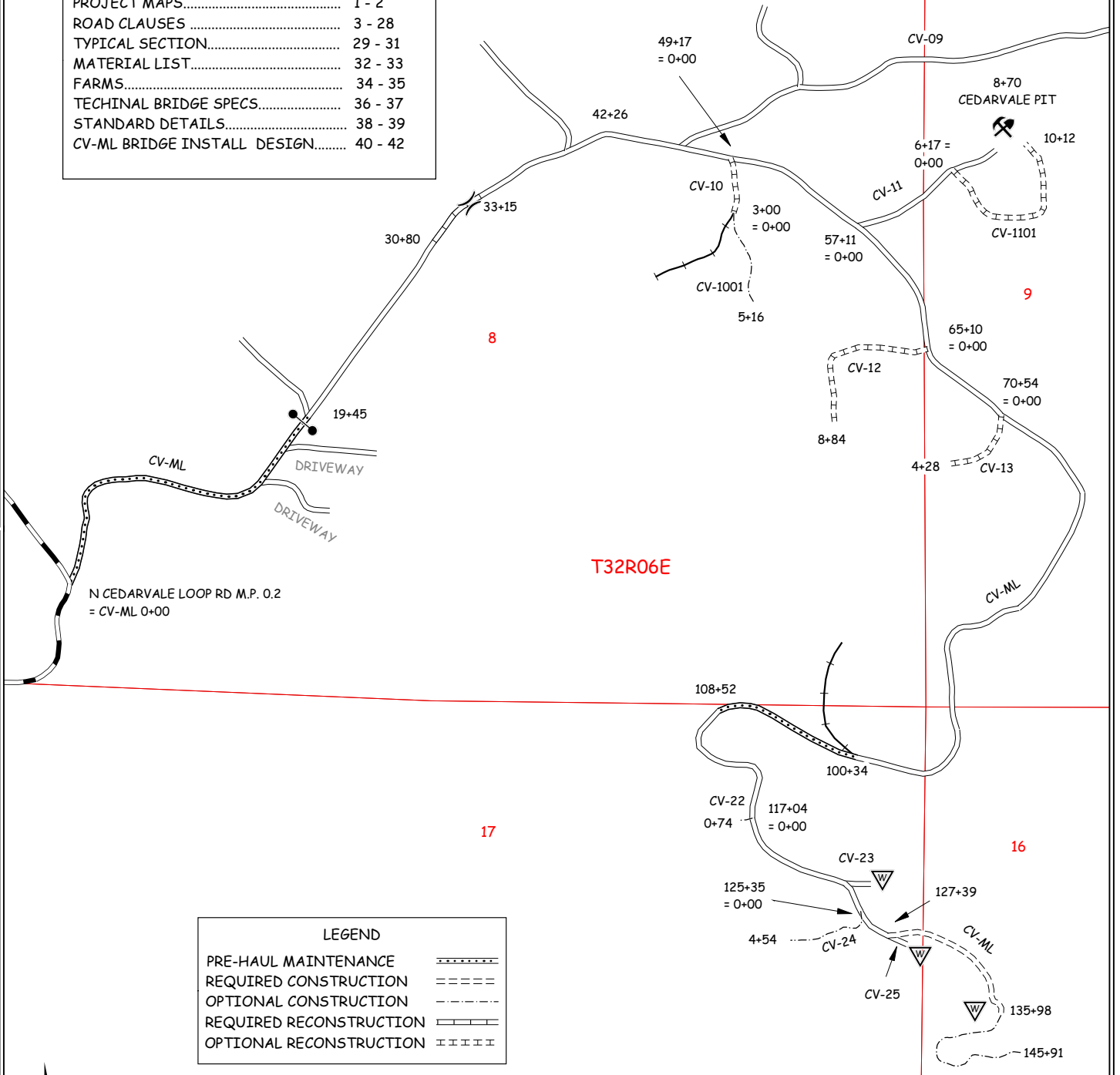
\_\_\_\_\_  
(City & State where signed)

\_\_\_\_\_  
(Signature)

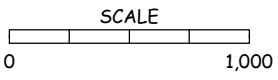
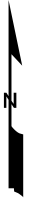


# ROAD PLAN AND SPECIFICATIONS #30-104695 FARMVIEW TIMBER SALE

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



DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
J. WESTRA	ZYLSTRA 1/8/2024	ZYLSTRA 1/8/2024	3/21/2023	1 OF 42

# PIT VICINITY MAP



ST-ML 192+86  
= ST-37 0+00

21+12  
OCEANVIEW PIT  
STOCKPILE OF  
2-INCH MINUS

NORTH CEDARVALE  
LOOP RD M.P. 1.9  
= ST-ML 0+00

NORTH CEDARVALE  
LOOP RD M.P. 0.2  
= CV-ML 0+00

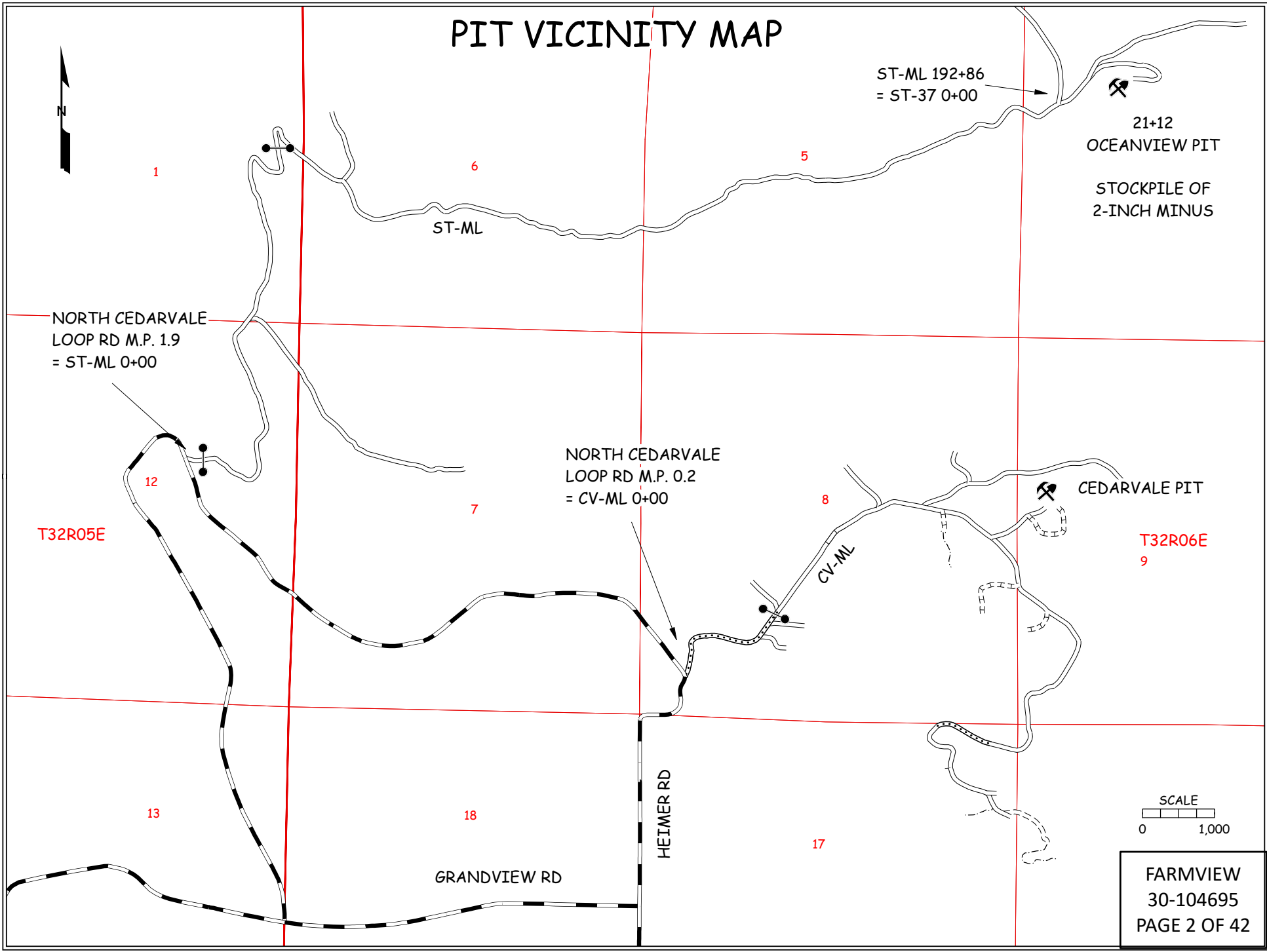
CEDARVALE PIT

T32R05E

T32R06E  
9

SCALE  
0 1,000

FARMVIEW  
30-104695  
PAGE 2 OF 42



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

FARMVIEW TIMBER SALE ROAD PLAN  
SNOHOMISH COUNTY  
CLEAR LAKE DISTRICT  
NORTHWEST REGION

AGREEMENT NO.: 30-104695

STAFF ENGINEER: J. WESTRA

DATE: MARCH 21, 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>
CV-ML	0+00 to 19+45 100+34 to 108+52	PREHAUL MAINTENANCE
CV-ML	30+80 to 33+15	RECONSTRUCTION
CV-ML	127+39 to 135+98	CONSTRUCTION

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
CV-ML	135+98 to 145+91	CONSTRUCTION
CV-10	0+00 to 3+00	RECONSTRUCTION
CV-1001	0+00 to 5+16	CONSTRUCTION
CV-1101	0+00 to 10+12	RECONSTRUCTION
CV-12	0+00 to 8+84	RECONSTRUCTION
CV-13	0+00 to 4+28	RECONSTRUCTION
CV-22	0+00 to 0+74	CONSTRUCTION
CV-24	0+00 to 4+54	CONSTRUCTION

**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, excavation and embankment to subgrade, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

Additional reconstruction requirements include:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
CV-ML	30+80 to 33+15	Replacement of 72" x 40' culvert with a 35' long x 14' wide precast concrete bridge. Application of 3 inches crushed rock surfacing.

**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>
CV-ML	0+00 to 19+45	Rip potholes, grade and application of 3 inches of crushed rock surfacing. Purchaser shall apply an additional 1 cubic yard crushed rock at driveway intersections and shape a smooth transition.
CV-ML	100+34 to 108+52	Grade and application of 3 inches crushed rock surfacing.

**0-7 POST-HAUL MAINTENANCE**

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

**0-12 DEVELOP ROCK SOURCE**

Purchaser may develop an existing rock source. Rock source development will involve 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 35-foot long, 14-foot wide precast concrete bridge, footings and precast concrete blocks. Requirements for these structures are listed in Section 7 STRUCTURES and the CV-ML 32+50 BRIDGE INSTALLATION DESIGN.

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, unless controlled by construction stakes or design data (plan, profile, and cross-sections).

**1-4 ROAD TOLERANCES**

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

<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
Bridge elevation (feet)	±0.25		

**1-5 DESIGN DATA**

Bridge design data is available upon request at the Department of Natural Resources Northwest Region Office in Sedro Woolley, WA.



**1-6 ORDER OF PRECEDENCE**

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

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

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

**1-7 TEMPORARY ROAD CLOSURE**

Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before the closure of any road. Construction may not close any road for more than 21 consecutive calendar days.

**1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS**

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

**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

**1-16 CONSTRUCTION STAKES SET BY STATE**

Purchaser shall perform work on the following road in accordance with the construction stakes and reference points set in the field for grade and alignment.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
CV-ML	32+50	Survey and Construction Reference Points

**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 initial work begins and a minimum of 5 business days before fish culvert 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>
*CV-ML	*BRIDGE INSTALLATION	*August 16 to July 14
ST-ML	**ROCK HAUL	**October 1 to April 30
ALL ROADS	ALL OTHER ACTIVITIES	November 1 to March 31

\*Not waivable without written permission from Forest Practices and WDFW

\*\*Not waivable without written permission from the Clear Lake or Cascade District Manager or their designee.

### **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.

**2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER**

Purchaser may be required to perform maintenance on roads listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Purchaser shall maintain roads 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

### **3-5 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 as listed below.

<u>Road</u>	<u>Disposal Location</u>	<u>Requirements</u>
CV-25	0+25 to 1+12	Keep separate from waste soils.
CV-ML	135+98	

**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 the following roads, and 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 or to a waste area located by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
CV-ML	130+70 to 134+85	Full Bench End Haul
	136+94 to 138+62	
	139+54 to 142+14	Switchback

## 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 roads, 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>
CV-ML	130+70 to 134+85 136+94 to 138+62	Full Bench End Haul

**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. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>	<u>Approx. Volume (C.Y.)</u>
CV-23	0+25 to 1+40	Potential Landing*	1,000
CV-25	0+25 to 1+12		1,200
CV-ML	135+98	Potential Landing*	2,500

\*Purchaser may use waste to build up cable landings. On the side of the waste area nearest haul roads Purchaser shall construct an access grade; the maximum allowable slope is 20% (5H : 1V). Purchaser shall apply a six inch layer of shotrock to the access grade and spread seed and straw on all other exposed soils in accordance with Clauses 8-16 through 8-27.

**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.

**4-47 BORROW MATERIAL**

Borrow material may not contain more than organic debris, or trash by volume

**4-50 BORROW APPLICATION**

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

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
CV-24	0+00 to 1+35	If the CV-24 is constructed, use waste from full bench end haul segments listed in Clause 4-12 to build up subgrade height to achieve a maximum 12% grade and smooth transition with the CV-ML.

**4-55 ROAD SHAPING**

Purchaser shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

**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.

**5-13 CONTINGENCY CULVERTS**

The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator.

<u>Road</u>	<u>Size</u>
On any portion of road used for haul.	Two: 18" x 30' HDPE culverts

**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".

**5-16 APPROVAL FOR LARGER CULVERT INSTALLATION**

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 36 inches in diameter and over before backfilling.

**5-17 CROSS DRAIN SKEW AND SLOPE**

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

**5-18 CULVERT DEPTH OF COVER**

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>
CEDARVALE PIT	8+70 of the CV-11	3-INCH MINUS BALLAST, SHOTROCK, RIPRAP
OCEANVIEW PIT	21+12 of the ST-37	2-INCH MINUS CRUSHED

**6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE**

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following existing stockpile on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
OCEANVIEW PIT	21+12 of the ST-37	2-INCH MINUS CRUSHED	510

**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>
CEDARVALE PIT	3-INCH MINUS BALLAST

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.

**6-21 IN-PLACE PROCESSING**

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clause 6-34 3-INCH MINUS BALLAST. Purchaser shall remove any existing organic debris before the start of in-place crushing operations. The use of in-place processing methods is subject to written approval by the Contract Administrator.

**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

**6-30 2-INCH MINUS CRUSHED ROCK**

% Passing 2" square sieve	100%
% Passing 1" square sieve	55 - 75%
% Passing U.S. #4 sieve	20 - 45%

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

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 SHOTROCK**

No more than 10 percent of the rock by visual inspection may exceed 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Shotrock may not contain more than 5 percent by weight of organic debris, dirt, and trash.

**6-44 STREAM SIMULATION ROCK**

Stream simulation rock must be manufactured on site or in a rock pit by mixing the components shown below with an excavator or front-end loader.

- 10% 12 – 18” round boulders
- 40% 6 – 12” round cobble
- 30% 1 – 6” round rock
- 20% Well graded pitrun round gravels and sand

**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”)

**6-51 HEAVY LOOSE RIP RAP**

Heavy 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. Heavy 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>Size Range</u>
30% to 90%	1 ton to 2 ton (28”- 36”)
30% to 70%	500 lbs. to 1 ton (18”- 28”)
20% to 50%	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.

**6-75 OPTIONAL ROCK EXCEPTION**

On the following roads, if hauling takes place from May 1 to September 30 Purchaser may provide and place less rock than shown on the TYPICAL SECTION and MATERIALS LIST, when approved in writing by the Contract Administrator.

If less rock is applied, Purchaser shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

<u>Road</u>	<u>Stations</u>	<u>Options</u>
CV-10	0+00 to 3+00	Minimum acceptable rock depth of 9".
CV-1101	0+00 to 10+12	
CV-12	0+00 to 8+84	
CV-13	0+00 to 4+28	
CV-22	0+00 to 0+74	

## SECTION 7 – STRUCTURES

### **7-5 STRUCTURE DEBRIS**

Purchaser shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structures must be removed from state land. Purchaser shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately, and placed in the site designated for stockpiling or disposal. Purchaser shall retrieve all material carried downstream from the jobsite.

### **7-6 STREAM CROSSING INSTALLATION**

Purchaser shall install stream crossing structures in accordance with the manufacturer's requirements, and the CV-ML 32+50 BRIDGE INSTALLATION DESIGN.

### **7-15 DRAWING AND CALCULATION REVIEW FOR ACCEPTANCE**

Purchaser shall prepare and submit three sets of complete design drawings and calculations for the superstructure and substructure, including footings, foundation and bank protection. All drawings and calculations must be prepared, stamped, and signed by a Registered Professional Engineer. Drawings can be in either electronic or hard copy form and must be no smaller than 11" X 17" sheets.

Send submittals to:

Department of Natural Resources  
Attn.: Tamra Zylstra  
919 N. Township St.  
Sedro Woolley, WA 98284  
(360)856-3500  
tamra.zylstra@dnr.wa.gov

Reports and plans will be accepted or rejected within 30 working days of receipt. Delays in work because of the possibility of rejection, revision, and resubmittal of documents are deemed a risk of the Purchaser and may not be the basis for claims of additional compensation.

### **7-17 STRUCTURE ACCEPTANCE**

The Region Engineer or designee will inspect the structure upon delivery. Acceptance will be issued if the structure meets all specifications and certifications. Structures that are not accepted may not be installed.

**7-18 INSTALLATION PRODUCTION SCHEDULE**

Purchaser shall provide the Contract Administrator or their designee, with a production schedule showing projected completion dates for the following items before starting construction of the structure. Production schedule must include:

- Dewatering
- Excavation, removal of existing culvert
- Stream channel realignment and placement of stream simulation mix
- Placement of precast block walls and footings
- Installation of bridge superstructure
- Backfill compaction, rock application and compaction

**7-19 INSTALLATION FINAL ACCEPTANCE**

Purchaser shall notify the Contract Administrator in writing when each structure is complete. Within 15 working days of final construction acceptance, Purchaser shall submit two complete sets of finalized plans to the Region Engineer and one to the Contract Administrator. Any omissions to the plans are the responsibility of the Purchaser to correct and include in the finalized set of plans. Submit finalized plans to the same location stated in Clause 7-15 DRAWING AND CALCULATION REVIEW FOR ACCEPTANCE.

**7-45 PURCHASER SUPPLIED BRIDGE**

Purchaser shall provide, and construct the bridge listed below. Refer to Technical Bridge Specifications and design sheets for details.

Road	Station	Length (ft)	W.B.S.R. <sup>1</sup> (ft)	Bridge Type	Footing / Abutment	Running Surface
CV-ML	32+80 to 33+15	35	14	Concrete Slab	Spread Footing on Precast Block Wall	Concrete

<sup>1</sup>W.B.S.R. = Width between shear rails.

## 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.

### **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.

## 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.

### **10-18 CORRUGATED STEEL STRUCTURAL PLATE**

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

### **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**

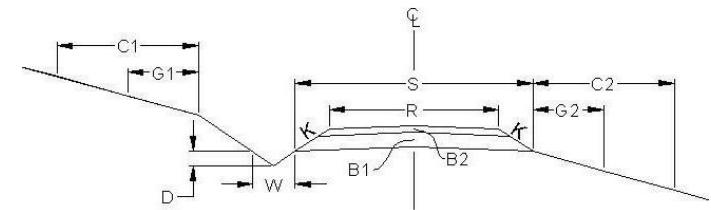
Metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

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

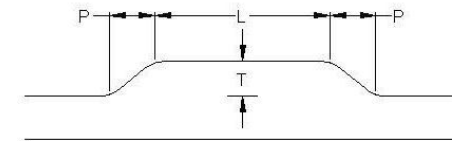
ROAD #		CV-ML	CV-ML	CV-ML	CV-ML
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PREHAUL	RECONSTRUCT	RECONSTRUCT	PREHAUL
TOLERANCE CLASS (A/B/C)		C	C	A	C
STATION / MP TO		0+00	30+80	32+80	100+34
STATION / MP		19+45	32+80	33+15	108+52
ROAD WIDTH	R	12	12		12
CROWN (INCHES @ C/L)		3	3		3
DITCH WIDTH	W	3	3		3
DITCH DEPTH	D	1	1		1
TURNOUT LENGTH	L	--	--		--
TURNOUT WIDTH	T	--	--		--
TURNOUT TAPER	P	--	--		--
GRUBBING	G1	--	--		--
	G2	--	--		--
CLEARING	C1	--	--		--
	C2	--	--		--
ROCK FILLSLOPE	K:1	1 ½ : 1	1 ½ : 1		1 ½ : 1
❖ BALLAST DEPTH	B1	--	15		--
CUBIC YARDS / STATION		--	93		--
➤ TOTAL CY BALLAST		--	186 <sup>B</sup>		--
❖ SURFACING DEPTH	B2	3	3		3
CUBIC YARDS / STATION		17	17		17
➤ TOTAL CY SURFACING		330 <sup>A</sup>	35 <sup>A</sup>		140 <sup>A</sup>
➤ TOTAL CUBIC YARDS		330	185		140
SUBGRADE WIDTH	S	13	13		13
BRUSHCUT (Y/N)		N	N	N	N
BLADE, SHAPE, & DITCH (Y/N)		Y	N	N	Y

35-FOOT SPAN, 14-FOOT WIDE, PRECAST CONCRETE BRIDGE ON  
22.5-FOOT BY 2-FOOT BY 1.5' PRECAST CONCRETE FOOTINGS SET ON  
PRECAST CONCRETE BLOCK WALLS

### TYPICAL SECTION



### TURNOUT DETAIL (PLAN VIEW)



### 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.

A: 2-Inch Minus Surfacing

B: 3-Inch Minus Ballast

### Rock Totals Summary

Type	Quantity (Cubic Yards)
Stream Simulation Mix	40
5/8-Inch Minus Bedding	20
2-Inch Minus Surfacing	515
3-Inch Minus Ballast	5,936
Rip Rap	135



ROAD #		CV-ML	CV-ML	CV-10	CV-1001	CV-1101	CV-12	CV-13
REQUIRED / OPTIONAL		REQUIRED	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
CONSTRUCT / RECONSTRUCT		CONSTRUCT	CONSTRUCT	RECONSTRUCT	CONSTRUCT	RECONSTRUCT	RECONSTRUCT	RECONSTRUCT
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C
STATION / MP TO		127+39	135+98	0+00	0+00	0+00	0+00	0+00
STATION / MP		135+98	145+91	3+00	5+16	10+12	8+84	4+28
ROAD WIDTH	R	12	12	12	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3	3	3	3
DITCH WIDTH	W	3	3	3	3	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1	1
TURNOUT LENGTH	L	50	50	--	--	--	--	--
TURNOUT WIDTH	T	10	10	--	--	--	--	--
TURNOUT TAPER	P	25	25	--	--	--	--	--
GRUBBING	G1	5	5	2	5	2	2	2
	G2	5	5	2	5	2	2	2
CLEARING	C1	10	10	5	5	5	5	5
	C2	10	10	5	5	5	5	5
ROCK FILLSLOPE	K:1	1 ½ : 1	1 ½ : 1	1 ½ : 1	1 ½ : 1	1 ½ : 1	1 ½ : 1	1 ½ : 1
❖ BALLAST DEPTH	B1	18	18	12	18	12	18	18
CUBIC YARDS / STATION		114	114	72	114	72	114	114
➤ TOTAL CY BALLAST		980 <sup>B</sup>	1,130 <sup>B</sup>	215 <sup>B</sup>	590 <sup>B</sup>	730 <sup>B</sup>	1,010 <sup>B</sup>	490 <sup>B</sup>
❖ SURFACING DEPTH	B2	--	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		980	1,130 <sup>B</sup>	215	590	730	1,010	490
SUBGRADE WIDTH	S	16.5	16.5	14	16.5	14	16.5	16.5
BRUSHCUT (Y/N)		N	N	N	N	N	N	N
BLADE, SHAPE, & DITCH (Y/N)		N	N	N	N	N	N	N

ROAD #		CV-22	CV-24			
REQUIRED / OPTIONAL		OPTIONAL	OPTIONAL			
CONSTRUCT / RECONSTRUCT		CONSTRUCT	CONSTRUCT			
TOLERANCE CLASS (A/B/C)		C	C			
STATION / MP TO		0+00	0+00			
STATION / MP		0+74	4+54			
ROAD WIDTH	R	12	12			
CROWN (INCHES @ C/L)		3	3			
DITCH WIDTH	W	3	3			
DITCH DEPTH	D	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	18			
CUBIC YARDS / STATION		114	114			
➤ TOTAL CY BALLAST		85 <sup>B</sup>	520 <sup>B</sup>			
❖ SURFACING DEPTH	B2	--	--			
CUBIC YARDS / STATION		--	--			
➤ TOTAL CY SURFACING		--	--			
➤ TOTAL CUBIC YARDS		85	520			
SUBGRADE WIDTH	S	16.5	16.5			
BRUSHCUT (Y/N)		N	N			
BLADE, SHAPE, & DITCH (Y/N)		N	N			

## MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS	
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE				<b>Note:</b> Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:
													<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Diameter</u></td> <td style="text-align: center;"><u>Gage</u></td> <td style="text-align: center;"><u>Corrugation</u></td> </tr> <tr> <td style="text-align: center;">18"</td> <td style="text-align: center;">16</td> <td style="text-align: center;">2 2/3" x 1/2"</td> </tr> <tr> <td style="text-align: center;">24" – 48"</td> <td style="text-align: center;">14</td> <td style="text-align: center;">2 2/3" x 1/2"</td> </tr> <tr> <td style="text-align: center;">54" – 96"</td> <td style="text-align: center;">14</td> <td style="text-align: center;">3" x 1"</td> </tr> </table>
<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>											
18"	16	2 2/3" x 1/2"											
24" – 48"	14	2 2/3" x 1/2"											
54" – 96"	14	3" x 1"											
CV-ML	32+80	--	--	--	--	--	--	--	--	--	A	Construct precast block wall consisting of: - 26 Full blocks - 2 3X Beams - 5 Full bench blocks	
CV-ML	32+80 to 33+15	--	--	--	--	--	--	--	--	--	A	35' by 14' Precast Concrete Bridge Set on precast concrete footings. Install 40 CY stream simulation mix. 50 CY riprap armoring. Type 3 stream.	
CV-ML	33+15	--	--	--	--	--	--	--	--	--	A	Construct precast block wall consisting of: - 26 Full blocks - 2 3X Beams 5 Full bench blocks	
CV-ML	42+26	--	--	--	--	--	--	--	--	--	--	Spot patch with 10 cubic yards 2-Inch Minus	
CV-ML	129+16	18	30	PD	--	--	2	3	L	NT	C		
CV-ML	131+85	18	30	PD	--	--	2	3	L	NT	C		
CV-ML	134+61	18	30	PD	--	--	2	3	L	NT	C		
CV-ML	138+17	18	30	PD	--	--	2	3	L	NT	C		
CV-ML	143+21	18	30	PD	--	--	2	3	L	NT	C		
CV-10	0+20	18	30	PD	--	--	2	3	L	NT	C		
CV-1001	2+77	24	30	PD	--	--	2	3	L	NT	C	Type 5 Stream	
CV-1001	3+15	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			DWNST		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
CV-1101	7+81	18	30	PD	--	--	2	3	L	NT	C			
CV-1101	9+34	18	30	PD	--	--	2	3	L	NT	C			
CV-12	0+85	18	30	PD	--	--	2	3	L	NT	C	Type 5 Stream		
CV-12	1+32	18	30	PD	--	--	2	3	L	NT	C	Replace existing culvert		
CV-12	3+73	18	30	PD	--	--	2	3	L	NT	C			
CV-12	6+97	18	30	PD	--	--	2	3	L	NT	C			
CV-13	0+71	18	30	PD	--	--	2	3	L	NT	C			
CV-13	3+22	18	30	PD	--	--	2	3	L	NT	C			
CV-24	3+21	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

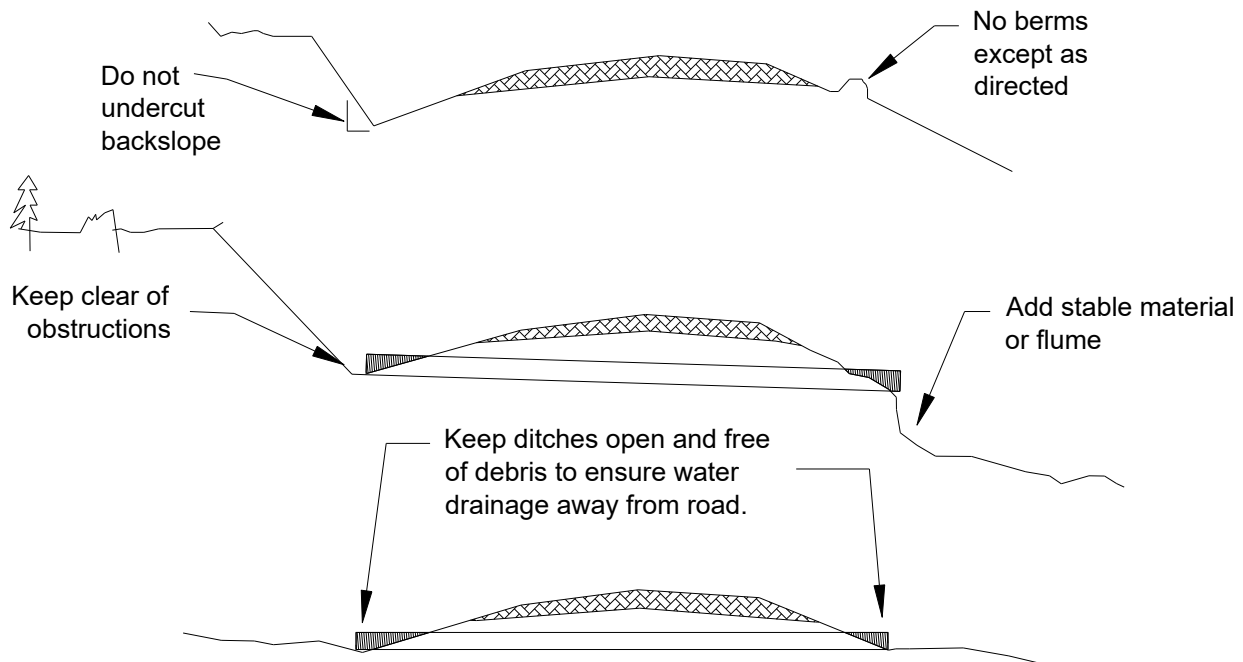
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

### 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.



## TECHNICAL BRIDGE SPECIFICATIONS

### PART B.1 – MATERIALS

#### B.1.1 ELASTOMERIC BEARING PADS

Elastomeric bearing pads shall conform to the requirements of AASHTO M251.

### PART B.2 – CONSTRUCTION REQUIREMENTS

#### B.2.1 PRECAST CONCRETE FABRICATOR QUALIFICATIONS

Precast concrete fabricator shall be certified under the Precast/Prestressed Concrete Institute's (PCI) Plant Certification Program at a level equivalent or higher than B1 – Precast Bridge Products (No Prestressed Reinforcement).

### PART B.3 – STRUCTURE DESIGN

#### B.3.1 PURCHASER'S DESIGN ENGINEER

All design work shall be completed by (or under the direct supervision of) a Professional Engineer, licensed in the state or province of manufacture, in the branch of Civil or Structural Engineering.

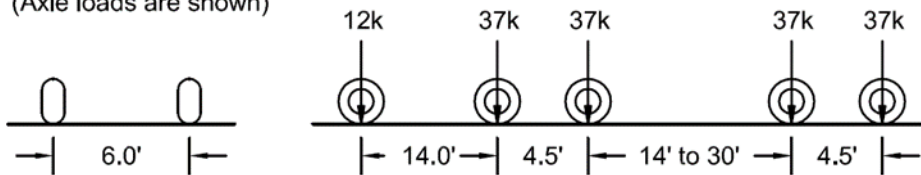
#### B.3.2 DESIGN METHOD

All design work shall be in conformance with the current edition of the AASHTO LRFD Bridge Design Specifications and all subsequent interim specifications. Design details not covered by the AASHTO Specifications shall be in accordance with normally accepted structural design standards.

#### B.3.3 DESIGN LOADING

Bridge and foundation shall be designed to HL-93 loading and U-80 special design vehicle with full impact (IM=33%).

U80 TRUCK LOADING - GVW = 80 TONS  
(Axle loads are shown)



#### B.3.4 BRIDGE DESIGN – GENERAL

- A. Bridge shall have integral bridge rails, which shall be thrie-beam or W-Beam with steel posts and shall be designed for TL-1 force requirements in accordance with AASHTO LRFD Appendix A13.2. Bridge Rails are not required to be crash tested. End sections shall conform to WSDOT Standard Plan C-7a, Design C. All rail elements shall be formed with minimum 12-gauge galvanized steel.
- B. Top of rail shall be a minimum of 18" above the top of the wearing surface.
- C. Bridge deck shall be continuous full width, with no gaps that allow water and sediment to drain through the bridge deck.
- D. Bridge components shall include functional lifting points to facilitate unloading and placement.
- E. Maximum individual component weight shall not exceed 20,000 lbs.

**B.3.5 BRIDGE SUPERSTRUCTURE DESIGN – CONCRETE SLAB**

Bridge superstructure members must meet or exceed the following parameters:

- A. All manufactured components of this bridge including, but not limited to, girders, deck, wingwalls, endwalls, and curbs shall be constructed of reinforced concrete with a minimum 28-day compressive strength of 4,000 psi.
- B. LRFD Article 2.5.2.6.2 – Criteria for Deflection shall be considered required. Vehicle load deflection limit of L/800 shall apply.
- C. Design shall include specifications for:
  - i. Required concrete strength at release and at 28 days.
  - ii. Maximum slump of concrete.
  - iii. Air content of concrete.
  - iv. Reinforcing steel size, grade, and coating if applicable.

**B.3.6 BRIDGE FOUNDATION DESIGN – SPREAD FOOTING**

The foundation shall meet or exceed the parameters outlined below.

- A. Foundation shall consist of pre-cast concrete spread footings, sized to meet design elevations shown on the plans.
- B. Nominal bearing resistance of the soil is assumed to be 4,000 pounds per square foot.
- C. Design of pre-cast components provided by Purchaser's Engineer shall include specifications for:
  - i. Required concrete strength at release.
  - ii. Required concrete strength for transport.
  - iii. Required concrete strength for exposure to construction loads.
  - iv. Required concrete strength at 28 days.
  - v. Reinforcing steel configuration, size, grade, and coating if applicable.

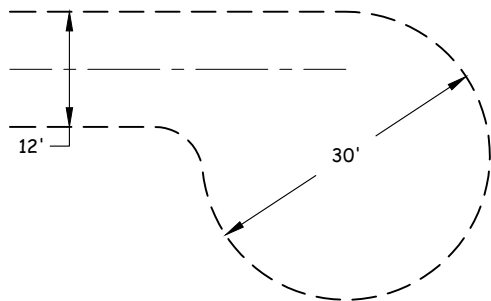
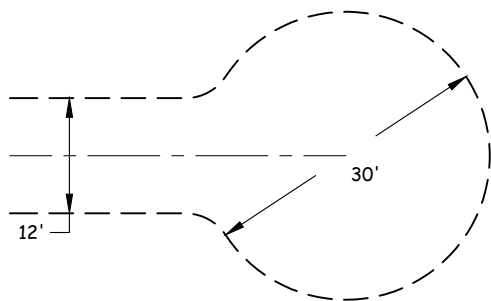
**B.3.7 BRIDGE FOUNDATION DESIGN – PRECAST BLOCK ABUTMENT**

Abutment wall shall consist of Ultrablock®-style precast concrete blocks. Blocks shall meet or exceed the parameters outlined below.

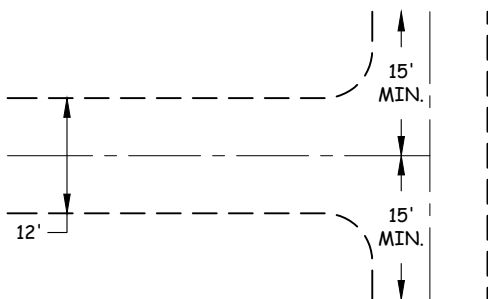
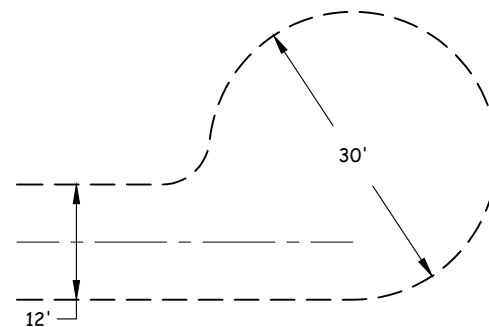
- A. Concrete shall have 28-day compressive strength of at least 2,200 psi and shall be air entrained 4-7% to protect the surface from freeze thaw degradation.
- B. Blocks shall be cast monolithically, no cold joints allowed.
- C. All exposed surfaces shall have a smooth finish.
- D. Block size shall be 2.5 feet wide x 2.5 feet deep x 5 feet long, unless special blocks as shown in the design. Dimensional tolerance shall be ½-inch for length, width, and height.
- E. Edges shall be chamfered.
- F. Blocks shall interlock with a shear key system.
- G. Each block shall include a satisfactory embedded lifting device.



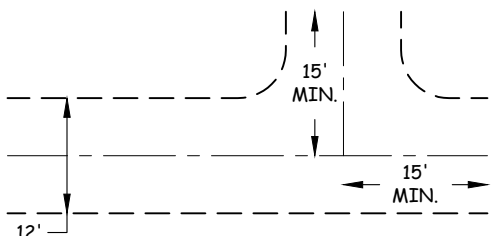
## TURNAROUND DETAILS



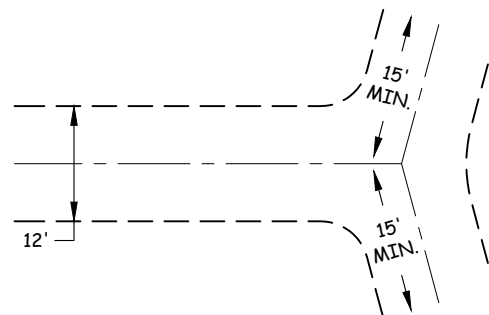
CUL-DE-SAC



HAMMERHEAD



3-POINT SIDE



3-POINT WYE

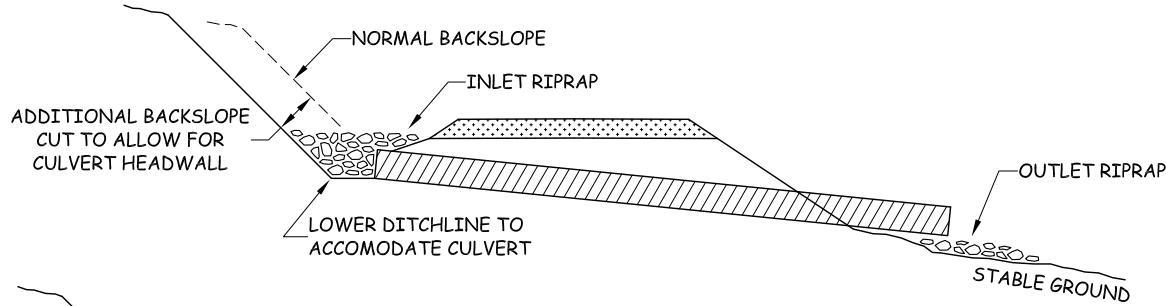
TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

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

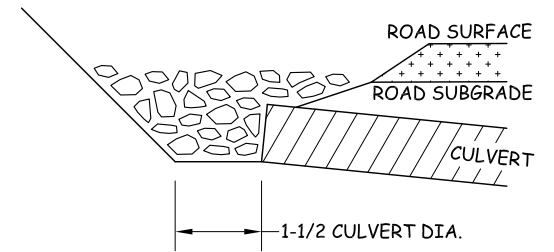
CONTRACT # 30-104695	PROJECT FARMVIEW	SHEET 38 OF 42
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# CULVERT AND DRAINAGE SPECIFICATIONS

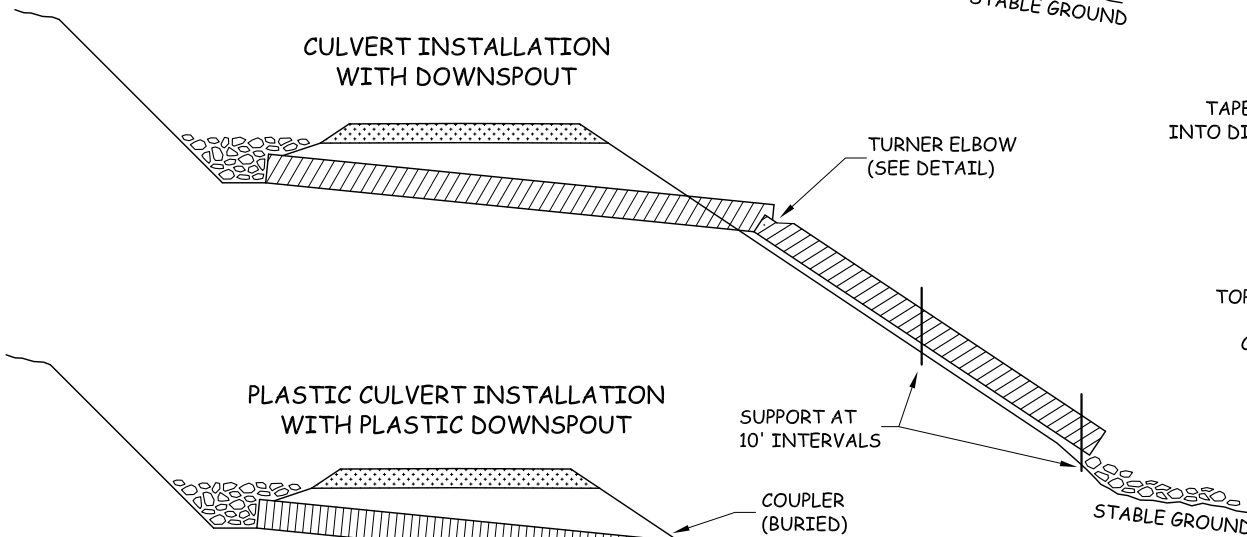
**CULVERT INSTALLATION (TYPICAL)**



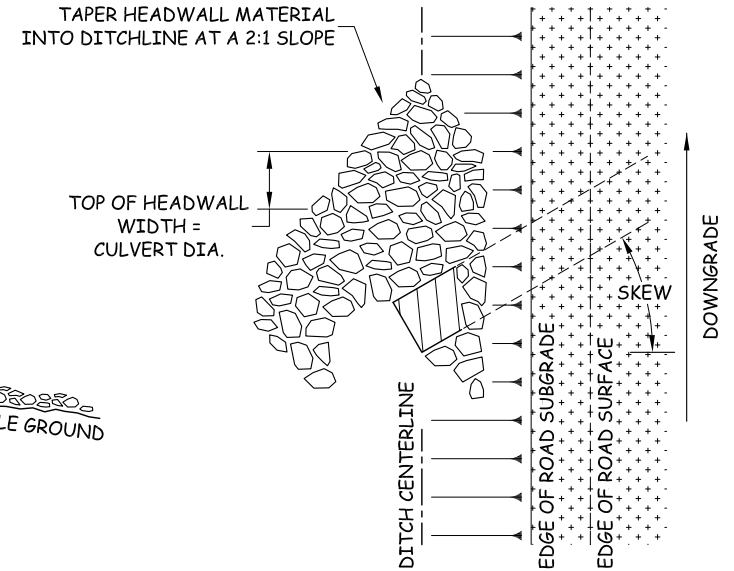
**CULVERT HEADWALL - SECTION VIEW**



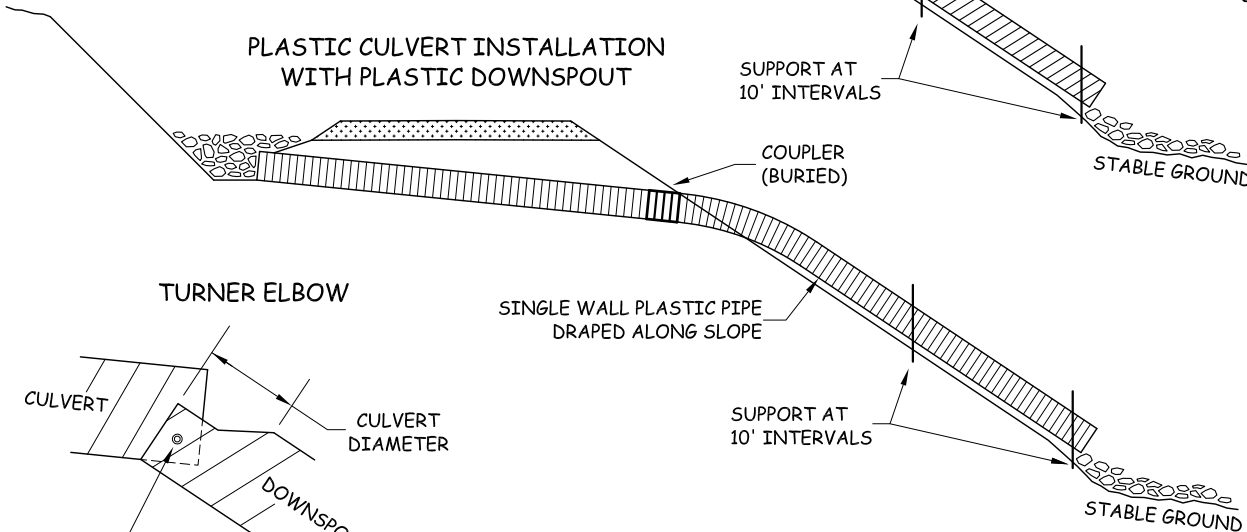
**CULVERT INSTALLATION WITH DOWNSPOUT**



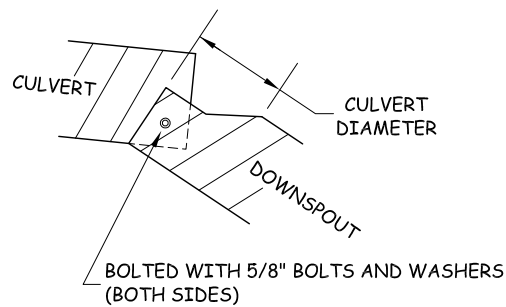
**CULVERT HEADWALL - PLAN VIEW**



**PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT**



**TURNER ELBOW**

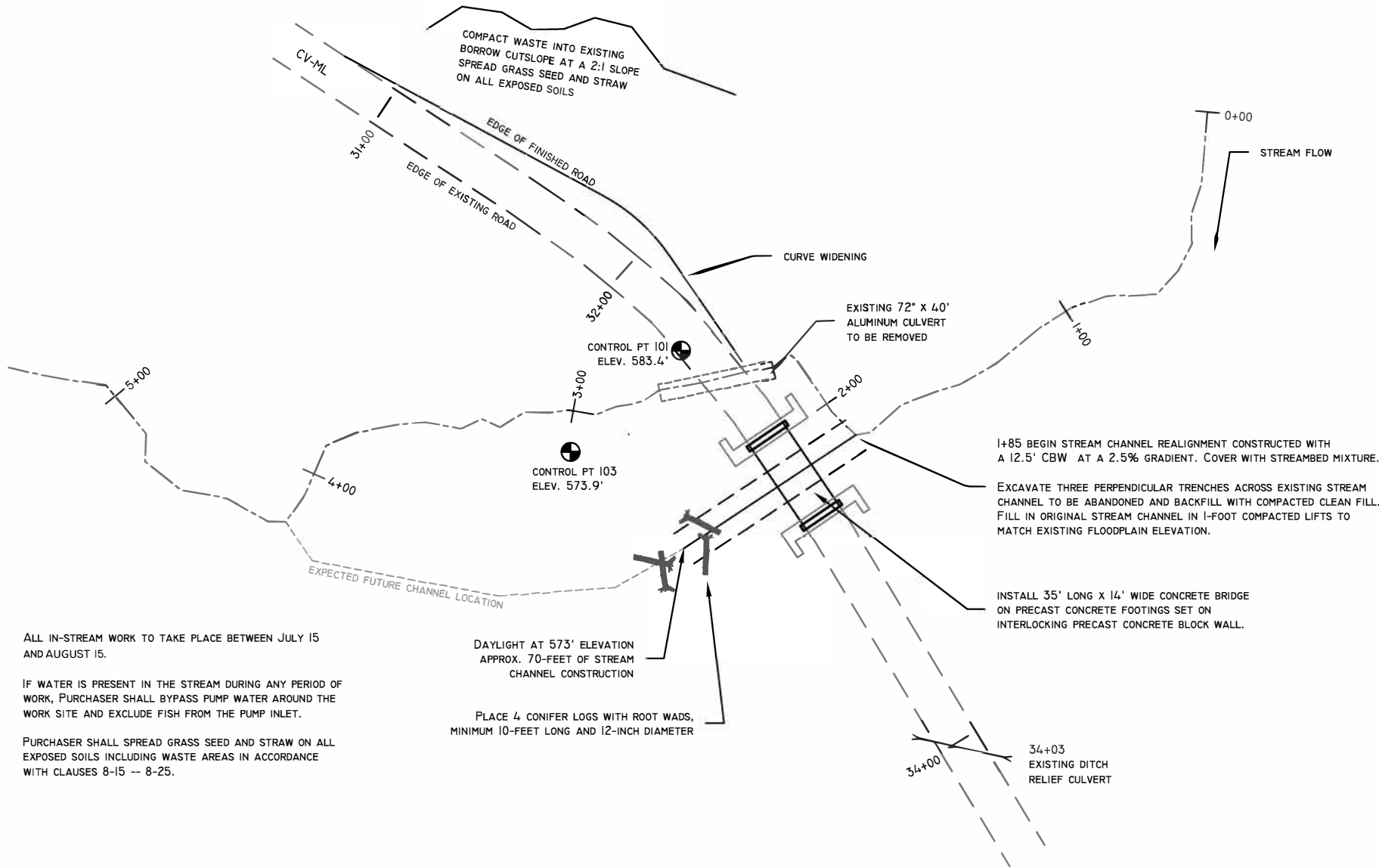


**HEADWALL NOTE:**  
 HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT # 30-104695	PROJECT FARMVIEW	SHEET 39 OF 42
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# CV-ML 32+50 PLAN VIEW

WA DNR STATE LANDS  
TOWNSHIP 32, RANGE 06 EAST, SECTION 8  
48.2753 NORTH  
122.06445 WEST  
DRAWN JANUARY 4, 2024  
NO REVISIONS



ALL IN-STREAM WORK TO TAKE PLACE BETWEEN JULY 15 AND AUGUST 15.

IF WATER IS PRESENT IN THE STREAM DURING ANY PERIOD OF WORK, PURCHASER SHALL BYPASS PUMP WATER AROUND THE WORK SITE AND EXCLUDE FISH FROM THE PUMP INLET.

PURCHASER SHALL SPREAD GRASS SEED AND STRAW ON ALL EXPOSED SOILS INCLUDING WASTE AREAS IN ACCORDANCE WITH CLAUSES 8-15 -- 8-25.

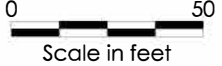
DAYLIGHT AT 573' ELEVATION APPROX. 70-FEET OF STREAM CHANNEL CONSTRUCTION

PLACE 4 CONIFER LOGS WITH ROOT WADS, MINIMUM 10-FEET LONG AND 12-INCH DIAMETER

1+85 BEGIN STREAM CHANNEL REALIGNMENT CONSTRUCTED WITH A 12.5' CBW AT A 2.5% GRADIENT. COVER WITH STREAMBED MIXTURE.

EXCAVATE THREE PERPENDICULAR TRENCHES ACROSS EXISTING STREAM CHANNEL TO BE ABANDONED AND BACKFILL WITH COMPACTED CLEAN FILL. FILL IN ORIGINAL STREAM CHANNEL IN 1-FOOT COMPACTED LIFTS TO MATCH EXISTING FLOODPLAIN ELEVATION.

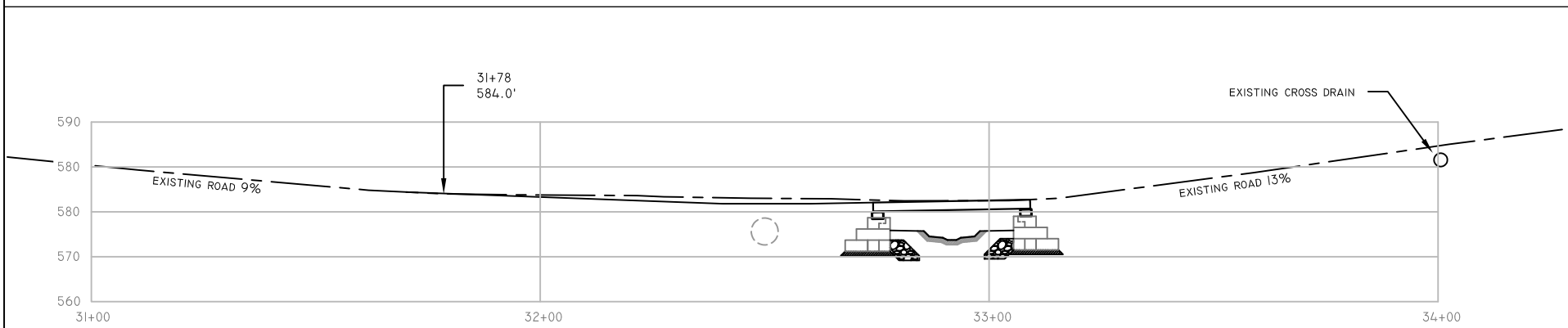
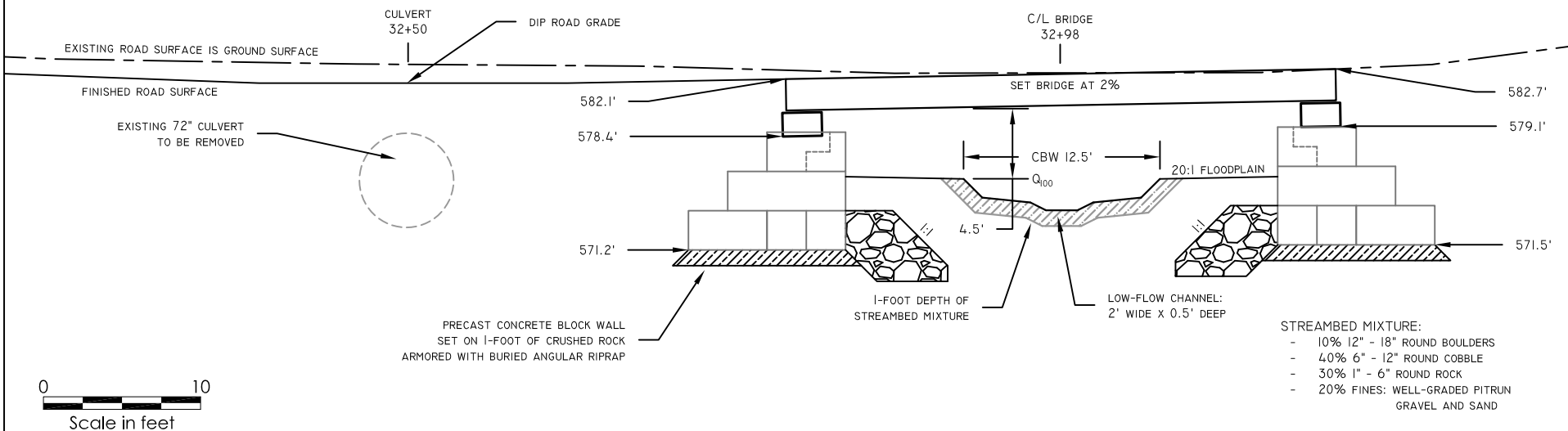
INSTALL 35' LONG X 14' WIDE CONCRETE BRIDGE ON PRECAST CONCRETE FOOTINGS SET ON INTERLOCKING PRECAST CONCRETE BLOCK WALL.



CONTRACT #	PROJECT	SHEET
30-104695	FARMVIEW	40 OF 42

# CV-ML 32+50 ROAD PROFILE

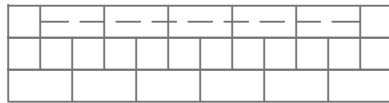
WA DNR STATE LANDS  
TOWNSHIP 32, RANGE 06 EAST, SECTION 8  
48.2753 NORTH  
122.06445 WEST  
DRAWN JANUARY 4, 2024  
NO REVISIONS



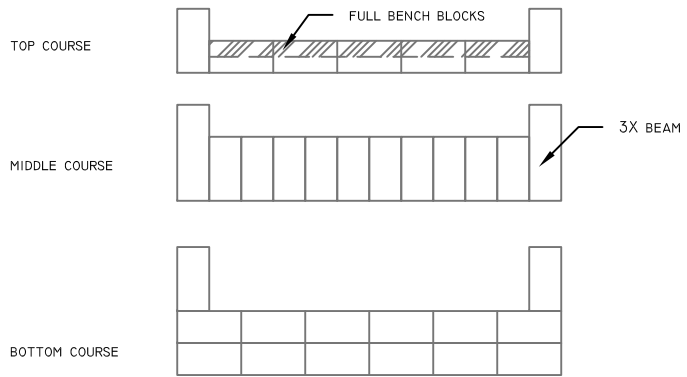
CONTRACT #	PROJECT	SHEET
30-104695	FARMVIEW	41 OF 42

# PRECAST BLOCK WALL DETAIL

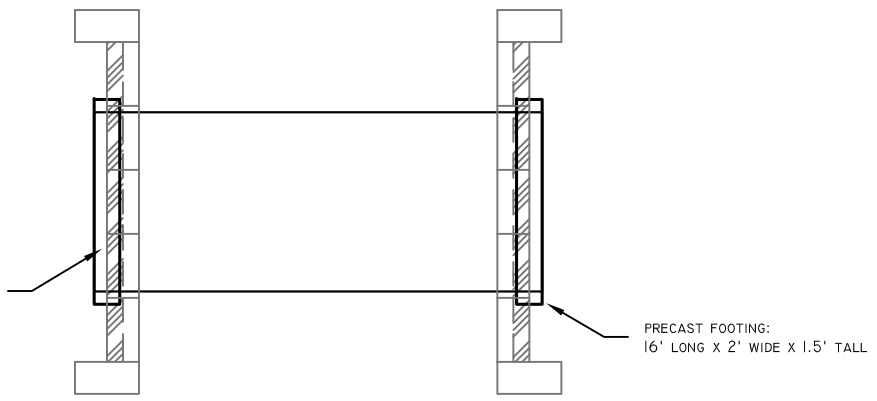
WA DNR STATE LANDS  
 TOWNSHIP 32, RANGE 06 EAST, SECTION 8  
 48.2753 NORTH  
 122.06445 WEST  
 DRAWN JANUARY 4, 2024  
 NO REVISIONS



SECTION VIEW



PLAN VIEW:  
 COURSE DETAIL



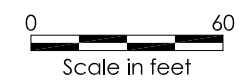
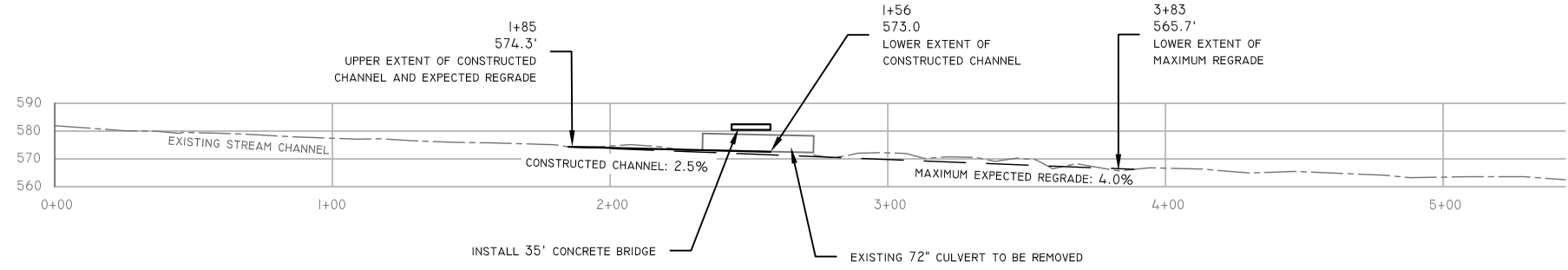
TOP INSIDE COURSE OF FULL BENCH BLOCKS. BACKFILLED WITH COMPACTED CRUSHED GRAVEL.

PRECAST FOOTING:  
 16' LONG X 2' WIDE X 1.5' TALL



- BLOCK TOTALS:
- FULL: 2.5' x 2.5' x 5' -- 52 TOTAL
  - 3X BEAM: 2.5' x 2.5' x 7.5' -- 4 TOTAL
  - FULL BENCH: 2.5' x 2.5' x 5' -- 10 TOTAL

# CV-ML 32+50 STREAM PROFILE



CONTRACT #	PROJECT	SHEET
30-104695	FARMVIEW	42 OF 42

# SUMMARY - Road Development Costs

REGION: NW

DISTRICT: Clear Lake

SALE/PROJECT NAME: Farmview

CONTRACT #: 30-104695

ROAD NUMBERS:	CV-ML, CV-1001, CV-22, CV-24	CV-ML, CV-10, CV-1101, CV-12, CV-13	CV-ML
ROAD STANDARD:	Construction	Reconstruction	Pre-Haul Maintenance
NUMBER OF STATIONS:	28.96	29.83	27.63
CLEARING & GRUBBING:	\$10,233	\$7,344	\$0
EXCAVATION & FILL:	\$46,296	\$8,372	\$0
MISC. MAINTENANCE:	\$0	\$0	\$2,242
ROAD ROCK:	\$50,631	\$39,590	\$9,584
ROCK STOCKPILE PROD:	\$0	\$0	\$0
CULVERTS & FABRIC:	\$5,214	\$5,760	\$0
STRUCTURES:	\$0	\$63,460	\$0
MOBILIZATION:	\$1,924	\$1,924	\$246
TOTAL COSTS:	\$114,298	\$126,449	\$12,072
COST PER STATION:	\$3,947	\$4,239	\$437
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$0	

**TOTAL (All Roads) = \$252,819**  
**ESTIMATED PRECRUISE SALE VOLUME MBF = 2750**  
**ESTIMATED TOTAL \$/MBF = \$91.93**

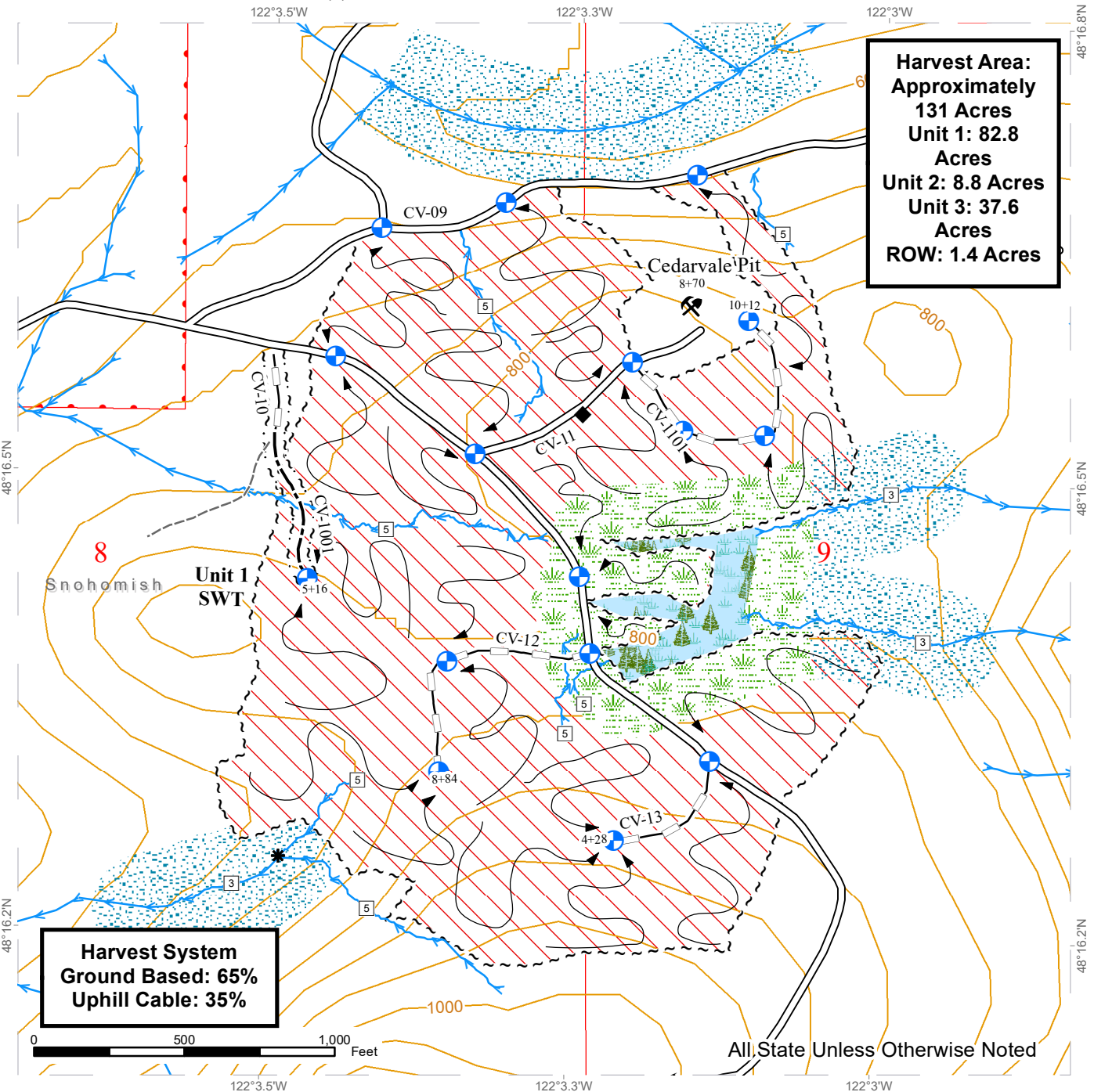
Compiled by: J. Westra

Date: 3/21/2023

# LOGGING PLAN MAP

SALE NAME: FARM VIEW VRH SWT  
 AGREEMENT#: 30-104695  
 TOWNSHIP(S): T32R6E  
 TRUST(S): State Forest Transfer (1)

REGION: Northwest Region  
 COUNTY(S): Snohomish  
 ELEVATION RGE: 240-1040



**Harvest Area:**  
 Approximately  
**131 Acres**  
 Unit 1: 82.8  
 Acres  
 Unit 2: 8.8 Acres  
 Unit 3: 37.6  
 Acres  
 ROW: 1.4 Acres

**Harvest System**  
 Ground Based: 65%  
 Uphill Cable: 35%

All State Unless Otherwise Noted

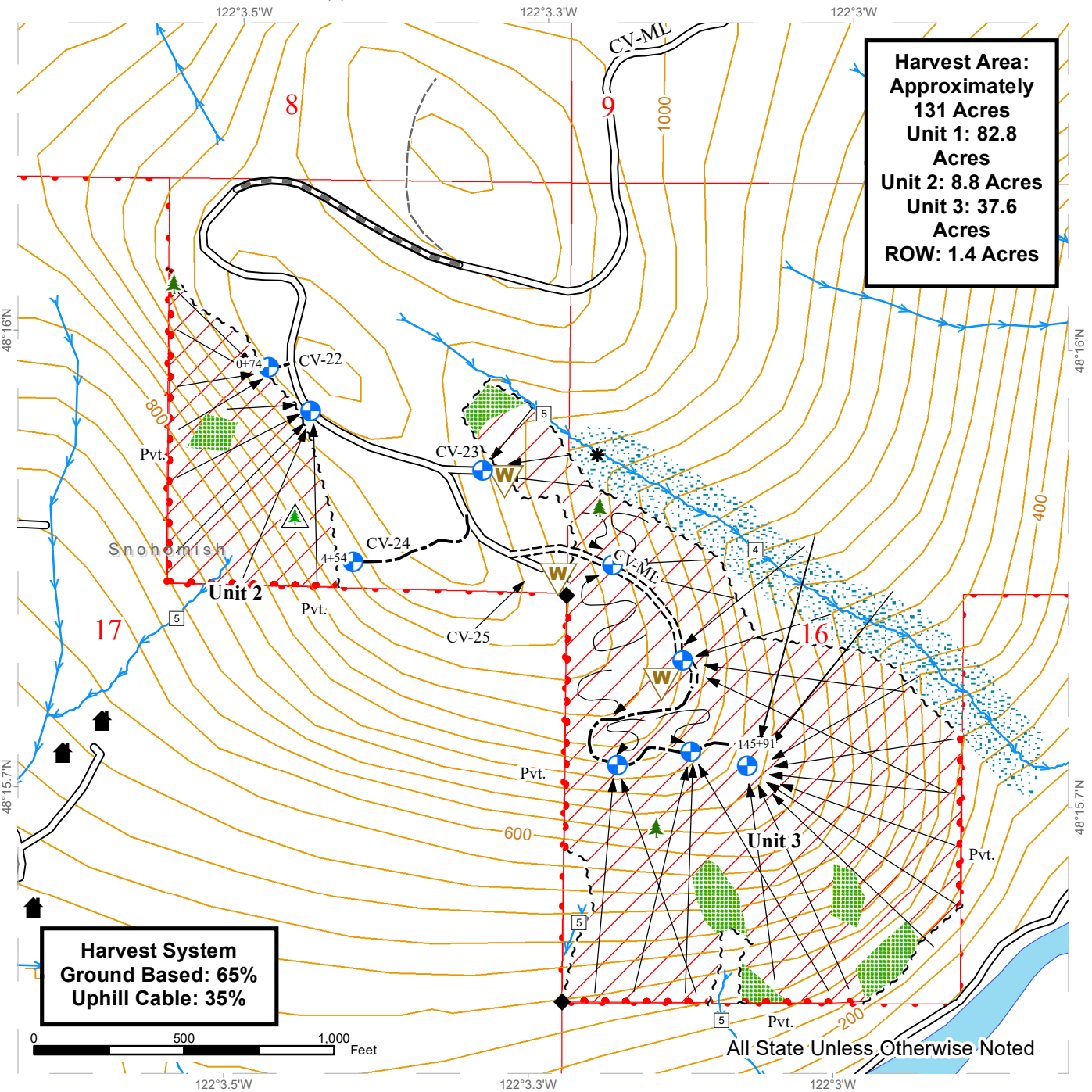
Variable Density Thinning	Optional Reconstruction	Stream Type 5
Ground Harvest	Old Grades/Trails	Stream Break
Sale Boundary Tags	Landing - Proposed	Riparian Mgt Zone
Right of Way Tags	Rock Pit	Forested Wetland
Existing Roads	Survey Monument	Wetland Mgt Zone
Optional Construction	Streams	Contours 40-foot
	Stream Type 3	DNR Managed Lands



# LOGGING PLAN MAP

**SALE NAME:** FARM VIEW VRH SWT  
**AGREEMENT#:** 30-104695  
**TOWNSHIP(S):** T32R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 240-1040



**Harvest Area:**  
**Approximately**  
**131 Acres**  
**Unit 1: 82.8**  
**Acres**  
**Unit 2: 8.8 Acres**  
**Unit 3: 37.6**  
**Acres**  
**ROW: 1.4 Acres**

**Harvest System**  
**Ground Based: 65%**  
**Uphill Cable: 35%**

All State Unless Otherwise Noted

	Variable Retention Harvest		Old Grades/Trails		Stream Type 4
	Ground Harvest		Landing - Proposed		Stream Type 5
	Cable Harvest		Leave Tree Area <1/4-acre		Stream Break
	Sale Boundary Tags		Non-Tradeable Leave Trees		Leave Tree Area
	Property Line		Structure		Riparian Mgt Zone
	Existing Roads		Waste Area		Contours 40-foot
	Required Pre-Haul Maintenance		Survey Monument		DNR Managed Lands
	Required Construction		Streams		
	Optional Construction				



EASEMENT

Z 288

The Grantor W. N. Wesson and Florence J. Wesson

husband and wife, for and in consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid, receipt whereof is hereby acknowledged, convey and grant to the STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, grantee and/or assigns, an easement for road right-of-way over and across the the following described lands in Snohomish County, State of Washington, to-wit: N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 1, Township 32 North, Range 5 East, T. 32 N.

**For forest protection and forest management**

as shown on plat attached to and by reference made a part of this easement, subject to the authority of the Supervisor of the Department of Natural Resources to regulate the use thereof.

It is specifically understood that the grantors have granted this easement to the grantee in connection with the purposes for which it is granted and that the grantors assume no liability either to the grantee, its agents or employees, or any other person or firm using said easement by permission of the grantee or otherwise; and that the grantee shall require any third party using said easement with its permission to provide liability insurance in an amount satisfactory to the grantor but limited to ten thousand Dollars (\$10,000.), indemnifying and protecting the grantors from any liability by reason of such use.

It is further understood and agreed that the grantors have exercised no authority or control over the grantee in the construction or utilization of said easement and that the same is for the use and benefit of the grantee and its assigns and is without any liability whatsoever on the part of the grantor in connection with the exercise thereof.

PROVIDED nothing herein will prevent the grantor from making use of such road on his own risk provided the grantor shall contribute to the maintenance thereof in proportion to such use to the end that such maintenance will leave the road in as good a condition as existed at the commencement of such use.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals this 27th day of March 19 59.

Approved as to Form Only

W. N. Wesson (SEAL)

3rd day of April, 1957

JOHN J. O'CONNELL  
Attorney General

Florence J. Wesson (SEAL)

\_\_\_\_\_ (SEAL)

By Mitchell Doumit  
Assistant Attorney-General

\_\_\_\_\_ (SEAL)

STATE OF WASHINGTON )

COUNTY OF Pierce )

ss.

I, the undersigned, Notary Public in and for the State of Washington, do hereby certify that on this 27th day of March, 19 59, personally appeared before me W. N. Wesson and Florence J. Wesson

to me known to be the individual s described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

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

Yancy Lawrence  
Notary Public in and for the State of Washington  
residing at Tacoma

FORM -  
EASEMENT  
GENERAL

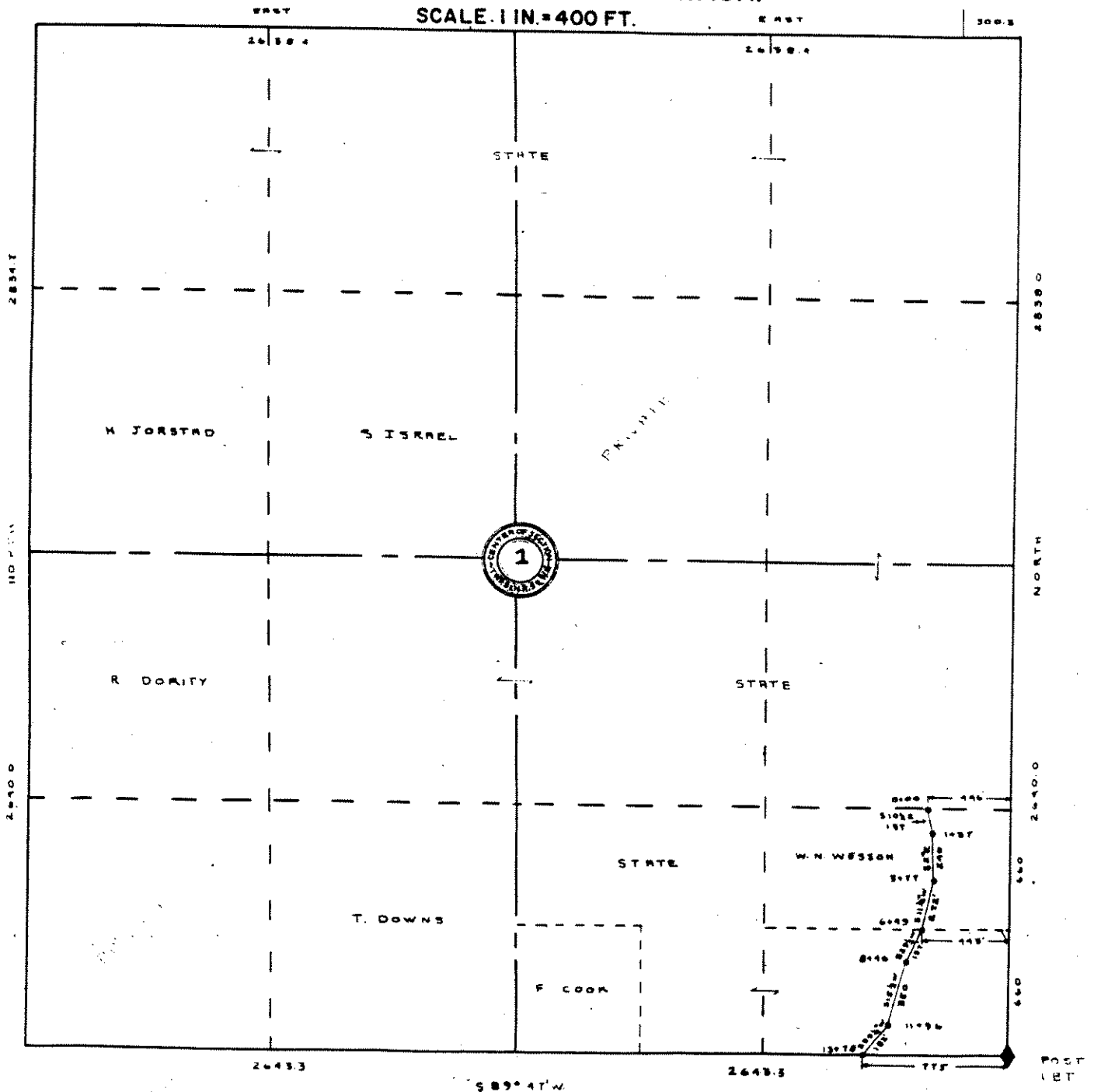
STATE OF WASHINGTON  
 DEPARTMENT OF NATURAL RESOURCES  
 RIGHT OF WAY PLAT

SL-0-1300 ROAD

SEC. 1 T.32N. R.5E. W.M.  
 SNOHOMISH COUNTY WASH.

3/25/59  
 11/2/59  
 # 235

SCALE 1 IN. = 400 FT.



N  
 DECLINATION 22 1/2°

TRAVERSED BY: R. GEIMER & S. ALBERT  
 DRAWN BY: R. GEIMER  
 DATE: 5-5-59

I, WILLIAM C. GROSS, SUPERVISOR OF FOREST ENGINEERING, DO  
 HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE  
 LOCATION OF SAID ACCESS ROAD ACROSS SECTION 1 TOWNSHIP  
 32 NORTH, RANGE 5 WILLAMETTE MERIDIAN  
 W. C. Gross  
 SUPERVISOR OF FOREST ENGINEERING

BRIAN BOYLE  
Commissioner

EASEMENT

2035

GOVERNMENTAL  
DOCUMENT NO FEE

NO SALES TAX  
REQUIRED

AUG 9 - 1984

MARK SIEVERS, Snohomish County Treasurer  
*Mark Sievers*  
Deputy

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of July, 1984, by and between PACIFIC DENKMANN COMPANY, herein called "Pacific Denkmann," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

I

Pacific Denkmann, for and in consideration of One Dollar (\$1.00), hereby grants and conveys to the State, its successors and assigns, a perpetual non-exclusive easement upon, over, and along rights of way thirty (30) feet in width over and across the property legally described as the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$  and that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  lying easterly of the county road in Section 12, Township 32 North, Range 5 East, W.M., in Shohomish County, Washington, being fifteen (15) feet on each side of the centerline of a road or roads located approximately as shown in red for existing road and yellow for new construction on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. The easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the State, and to provide access to said lands for land management and administrative activities.
2. Pacific Denkmann reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the State herein.
3. Pacific Denkmann may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the State herein.
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
  - (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
  - (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

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5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
6. Unless the parties hereto 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.
7. Pacific Denkmann reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
8. The State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein: provided, that when the State or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify Pacific Denkmann at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify Pacific Denkmann thereof.
9. The State shall require each of its Permittees, before using any of said roads for commercial purposes to:
  - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
    - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;
    - (2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or
    - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
  - (b) Deliver to Pacific Denkmann a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Pacific Denkmann ten (10) days' written notice prior to any cancellation or modification.
10. The State hereby releases and waives any claims or rights that it may have to or in any other easements or rights of way over and across the Property and hereby conveys and quit claims to Pacific Denkmann any interest it may have in the property.

It is understood and agreed between the parties hereto that this agreement supersedes and terminates the following instrument:

(a) Easement dated May 27, 1983, granted by Pacific Denkmann, as recorded under Auditors File Number 8307140230, in Volume 1797, pages 2940-2947 records of Snohomish County.

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11. Insofar as the State may be authorized to do so from time to time under the laws of the State of Washington, the State will protect, save and hold harmless Pacific Denkmann from all claims, costs, damages or expense arising out of the negligence of the State. In the case of negligence of both Pacific Denkmann and the State, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

PACIFIC DENKMANN COMPANY

By Nathaniel B Page President  
Title

Attest Quane D. Weston Vice President  
Title

Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle  
BRIAN J. BOYLE  
Commissioner of Public Lands

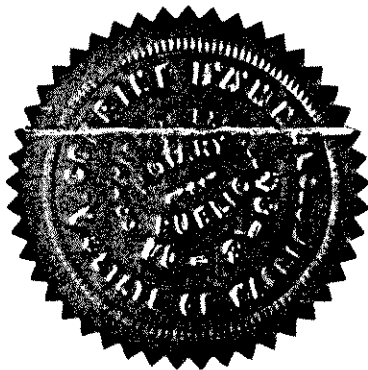
Affix Seal of Commissioner  
of Public Lands

Easement No. 2035  
401304

STATE OF WA }  
County of King } ss

On this 12<sup>th</sup> day of July, 19 84, before me personally appeared Nathaniel B Page and Quane D. Weston, to me known to be the President and Vice President, respectively, of Pacific Denkmann Co. the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



A. Corrine Haimm  
Notary Public in and for the State of  
WA, residing at Kitap.


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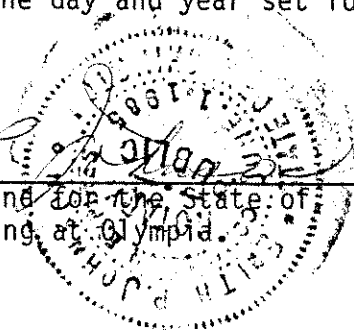
Handwritten signature

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF THURSTON )

On this 19th day of July, 1987, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Olympia.



**8408100220**

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
Commissioner of Public Lands

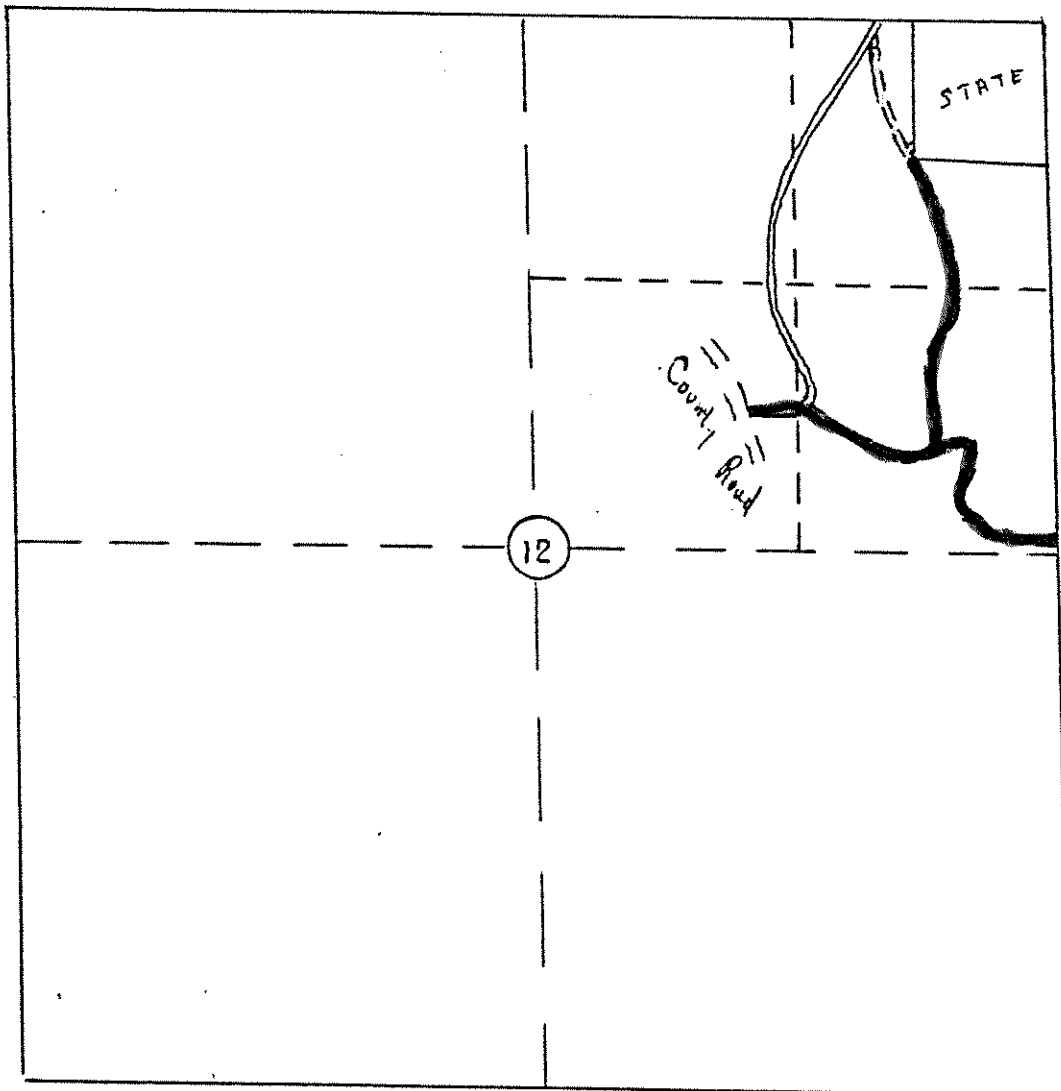
Application No. 43779

County Snohomish Co.

Name of Sale Stinson Hill

Area Northwest

TOWNSHIP 32 NORTH, RANGE 5 E. W.M.



RECORDED

1984 AUG 10 PM 12: 36

DIANE WILLIAMS, AUDITOR  
SNOHOMISH COUNTY, WASH.

*Wm Smith*

8408100220

SCALE: 1" = 1000'

Drawn By: Andy Anderson

Date: 3/8/84

EXHIBIT 'A'

MAY 1 - 1984

RECORDED  
1984 - 84V

EASEMENT  
No. 2064

1984 APR 19 PM 2:03

DEAN V. WILLIAMS, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

REGISTERED

THIS AGREEMENT, made and entered into this 3rd day of April, 1984, by and between PACIFIC DENKMANN COMPANY, a Washington corporation, herein called "Pacific Denkmann," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

A. Pacific Denkmann for and in consideration of TWENTY THOUSAND ONE HUNDRED SEVENTY DOLLARS (\$20,170) and the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent nonexclusive easement upon, over, and along rights of way forty (40) feet in width, over and across the lands in Snohomish County, Washington, described on the attached "Exhibit A," being twenty (20) feet on each side of the centerline of a road, except said right of way shall be twenty (20) feet in width through the S1/2NE1/4SW1/4 and N1/2NE1/4SW1/4 being that portion of the road lying northwesterly of the centerline of said right of way, located approximately as shown in red on the attached "Exhibit B."

Subject as to said lands to all matters of public record.

B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Pacific Denkmann, its successors and assigns, a permanent nonexclusive easement upon, over, and along rights of way forty (40) feet in width over and across the lands in Snohomish County, Washington, described on the attached "Exhibit A," being twenty (20) feet on each side of the centerline of a road except said right-of-way shall be twenty (20) feet in width through the S1/2NE1/4SW1/4 and N1/2NE1/4SW1/4 being that portion of the road lying southeasterly of the centerline of said right-of-way,

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NO SALES TAX  
REQUIRED

APR 19 1984

KIRKE SIEVERS, Snohomish County Treas  
By [Signature]  
Deputy

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located approximately as shown in green on the attached  
"Exhibit B."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities.

Provided, however, thirty (30) days prior to any reconstruction, and/or betterment of said roads by either party on lands of the other party, the initiating party will submit to the land owning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide to the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

2. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise on its own lands, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

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3. Each party hereto may grant to third parties, upon such terms as it chooses, on its own lands, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

4. Each party hereto may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads which is on the land of the other party for the purpose of hauling timber or other valuable materials, such party shall notify the land owning party of such planned use at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used at the standards

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existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

6. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

7. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements

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being made, such improvements shall be solely for the account of the improver.

8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes, to:

(a) Obtain and, during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000) for injury to one person, Five Hundred Thousand Dollars (\$500,000) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000) for injury to one person, Three Hundred Thousand Dollars (\$300,000) for any one occurrence, and one Hundred Thousand Dollars (\$100,000) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

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(b) Deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.

10. a) Insofar as the State may be authorized to do so from time to time under the laws of the State of Washington, the State will protect, save and hold harmless Pacific Denkmann from all claims, costs, damages or expense arising out of the negligence of the State resulting from the use of the easement.

b) Pacific Denkmann will protect, save and hold harmless the State from all claims, costs, damages or expense arising out of the negligence of Pacific Denkmann, its heirs, assigns, or permittees resulting from the use of the easement.

c) In a case of negligence by both Pacific Denkmann and the State, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

11. (a) The State shall make arrangements to pay to Pacific Denkmann the sum of Twenty Thousand One Hundred Seventy Dollars (\$20,170), as identified in Paragraph I A., so that said obligation shall be extinguished within a period of four (4) years from the date hereof.

(b) In the event that the State and Pacific Denkmann shall amortize another easement agreement within a period of four (4) years from the date hereof and, as a result, Pacific Denkmann shall incur a monetary obligation to the State, the amount of Pacific Denkmann's obligation may be credited, at Pacific Denkmann's option, against the then remaining obligation of the State, if any, set forth in this easement.

12. All obligations under this easement which involve the expenditure of funds by the State shall be subject to the availability of such appropriated funds; provided, however, that if the payments set forth in Paragraph 11(a) are not made within four (4) years from the date hereof, Pacific Denkmann's easement grant to the State set forth in Paragraph I A. shall be automatically rescinded and terminated and shall be null, void, and of no further force and effect.

PACIFIC DENKMANN COMPANY

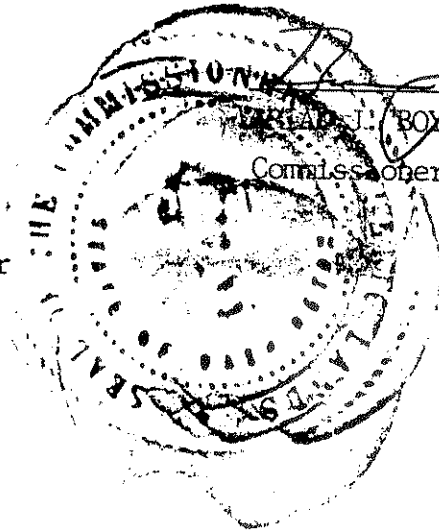
By Nathaniel B. Page (Pres.)  
TITLE

ATTEST Quarant Weston - Vice Pres.  
TITLE



Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

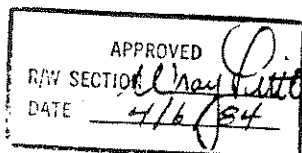


James J. Boyle  
Commissioner of Public Lands

Affix Seal of Commissioner  
of Public Lands  
Easement No. 2064  
013122

8404190199

1557W



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8404190199

9

STATE OF WASHINGTON )

) ss.

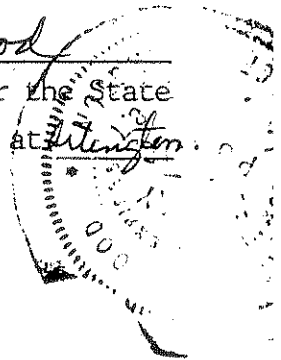
COUNTY OF SNOHOMISH )

On this 3rd day of April, 1984, before me, a Notary Public in and for the State of Washington, personally appeared Nathaniel B. Page and Duane D. Weston to me known to be the persons who signed as President and Vice President, respectively, of Pacificidentman, the corporation that executed the within and foregoing instrument; acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation

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

Barbara Wood

Notary Public in and for the State of Washington, residing at Washington



STATE OF WASHINGTON )

) ss.

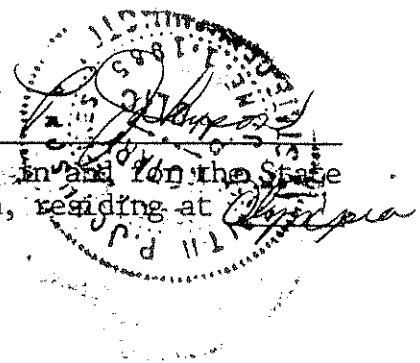
COUNTY OF THURSTON )

On this 4th day of April, 1984, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

Edith P. Johnson

Notary Public in and for the State of Washington, residing at Olympia



8404190199

8404190199

EXHIBIT A

PACIFIC DENKMANN COMPANY LANDS

Portions of Section 8, Township 32 North,  
Range 6 East, W.M., described as follows:

$S\frac{1}{2}$   $SW\frac{1}{4}$   $NE\frac{1}{4}$ ,  $N\frac{1}{2}$   $NE\frac{1}{4}$   $SW\frac{1}{4}$ ,  $SW\frac{1}{4}$   $SW\frac{1}{4}$ , that portion  
of the  $S\frac{1}{2}$   $NE\frac{1}{4}$   $SW\frac{1}{4}$  and  $N\frac{1}{2}$   $SE\frac{1}{4}$   $SW\frac{1}{4}$  lying north-  
westerly of the centerline of the State Forestry  
road.

STATE LANDS

Portions of Section 8, Township 32 North,  
Range 6 East, W.M., described as follows:

$NW\frac{1}{4}$   $SE\frac{1}{4}$ , and that portion of the  $S\frac{1}{2}$   $NE\frac{1}{4}$   $SW\frac{1}{4}$  and  
 $N\frac{1}{2}$   $SE\frac{1}{4}$   $SW\frac{1}{4}$  lying southeasterly of the centerline  
of the State Forestry road.

Easement No. 2064

EXHIBIT A

8404190199



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

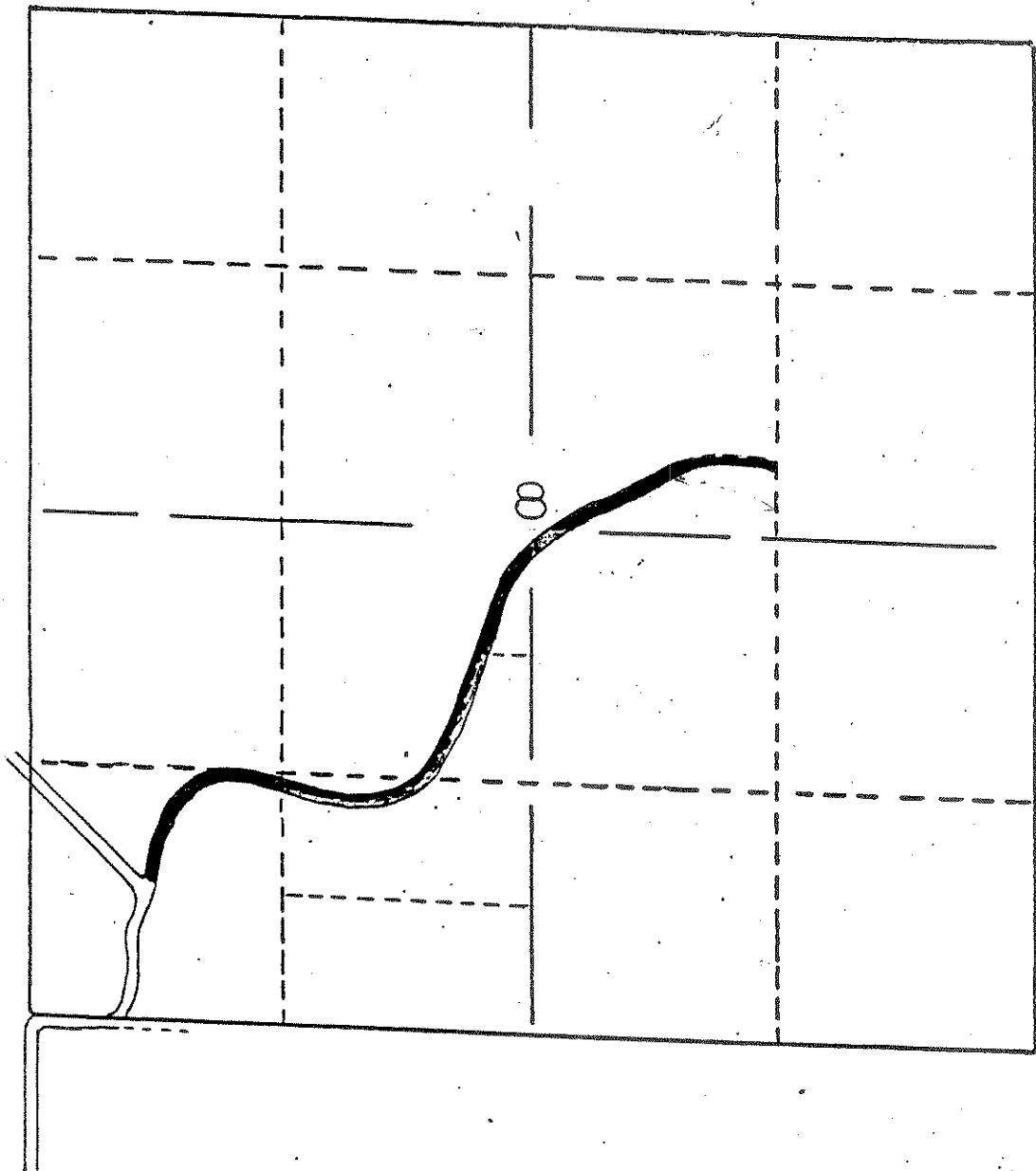
Application No. \_\_\_\_\_

County Snohomish

Name of Sale \_\_\_\_\_

District \_\_\_\_\_

TOWNSHIP 32 NORTH, RANGE 6 E. W.M.



8404190199

SCALE: 1" = 1000'

Drawn By: W.L.

Date: 6-29-83

LEGEND

GOVERNMENTAL  
DOCUMENT  
DEFERRED FEE

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BRIAN J. BOYLE, Commissioner of Public Lands  
Olympia, Washington 98504

NO EXCISE TAX  
REQUIRED

SEP 30 1991

EASEMENT SUPPLEMENT

KIRKE SIEVERS, Snohomish County Treasurer  
23rd by KIRKE SIEVERS

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 23rd day of September 1991, by and between PACIFIC DENKMANN COMPANY, a Washington corporation herein called "Pacific Denkmann," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Whereas, on the 3rd day of April, 1984, Pacific Denkmann and the State entered into an easement exchange hereinafter called Original Easement, which was recorded in the records of Snohomish County, Washington, on the 19th day of April, 1984, in Volume 1839 of Deeds, pages 1322-1331 under Auditor's File No. 8404190199. Said Original Easement is hereby supplemented as follows:

I

- A. Pacific Denkmann for and in consideration of Seven Thousand Nine Hundred Sixty Dollars (\$7,960.00) hereby grants and conveys to State, its successors and assigns; 1) a permanent, nonexclusive easement upon, over, and along rights of way sixty (60) feet in width, being thirty (30) feet on each side of the centerline of a road located in portions of the NE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 12, Township 32 North, Range 5 East, W.M., in Snohomish County, Washington, and, 2) a permanent, non-exclusive easement upon, over, and along rights of way forty (40) feet in width, being twenty (20) feet on each side of a centerline of a road located in portions of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  Section 7, Township 32 North, Range 6 East, W.M., in Snohomish County, Washington, both rights of ways being located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

- B. Thirty (30) days prior to any construction, reconstruction, or development, the State shall submit to Pacific Denkmann, for written approval, a complete and detailed plan of operation for the development of the right of way. The State's operations specified hereinabove shall be conducted in accordance with the provisions of the approved Plan of Operation in force at the time of the commencement of said operations and the State shall provide for the examination of the right of way with a Pacific Denkmann representative, before any construction, reconstruction, or development is commenced.

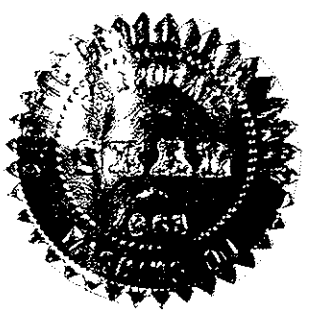
Except as herein supplemented all of the terms, conditions and reservations of the Original Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

PACIFIC DENKMANN COMPANY

By *Washel R. Boye* President  
Title

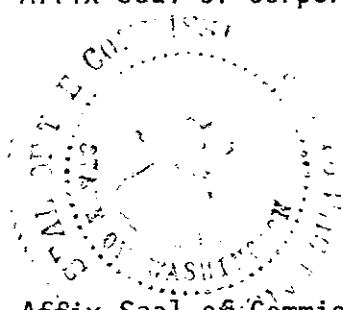
Attest *Shane D. Weston* - Vice President  
Title



Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

*R. Bruce Mackey*  
R. BRUCE MACKEY, Manager  
Division of Lands and Minerals



Affix Seal of Commissioner of Public Lands

Easement No. 55-002064  
12\090391\WP51\RIGHTAWA\55002064.EAS

9110020012

VOL. 2487 PAGE 2245

9110020012

STATE OF WA )  
County of King ) ss

On this 11th day of Sept., 1991, before me personally appeared Duane Weston and Nathaniel B. Peck, Vice President and President, respectively, of Pacific Seaman Co., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

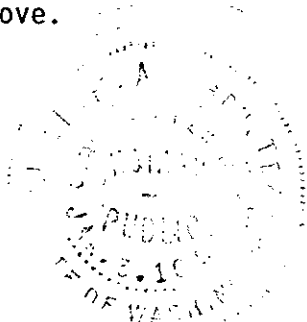


C Reinbold  
Notary Public in and for the State of King, residing at King.  
My appointment expires 10/92.

STATE OF WASHINGTON )  
COUNTY OF THURSTON ) ss

On this 23rd day of September, 1991, before me personally appeared R. BRUCE MACKEY, to me known to be the Lands and Minerals Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



Julie M. Armbruster  
Notary Public in and for the State of Washington, residing at Olympia.  
My appointment expires 1-3-93.

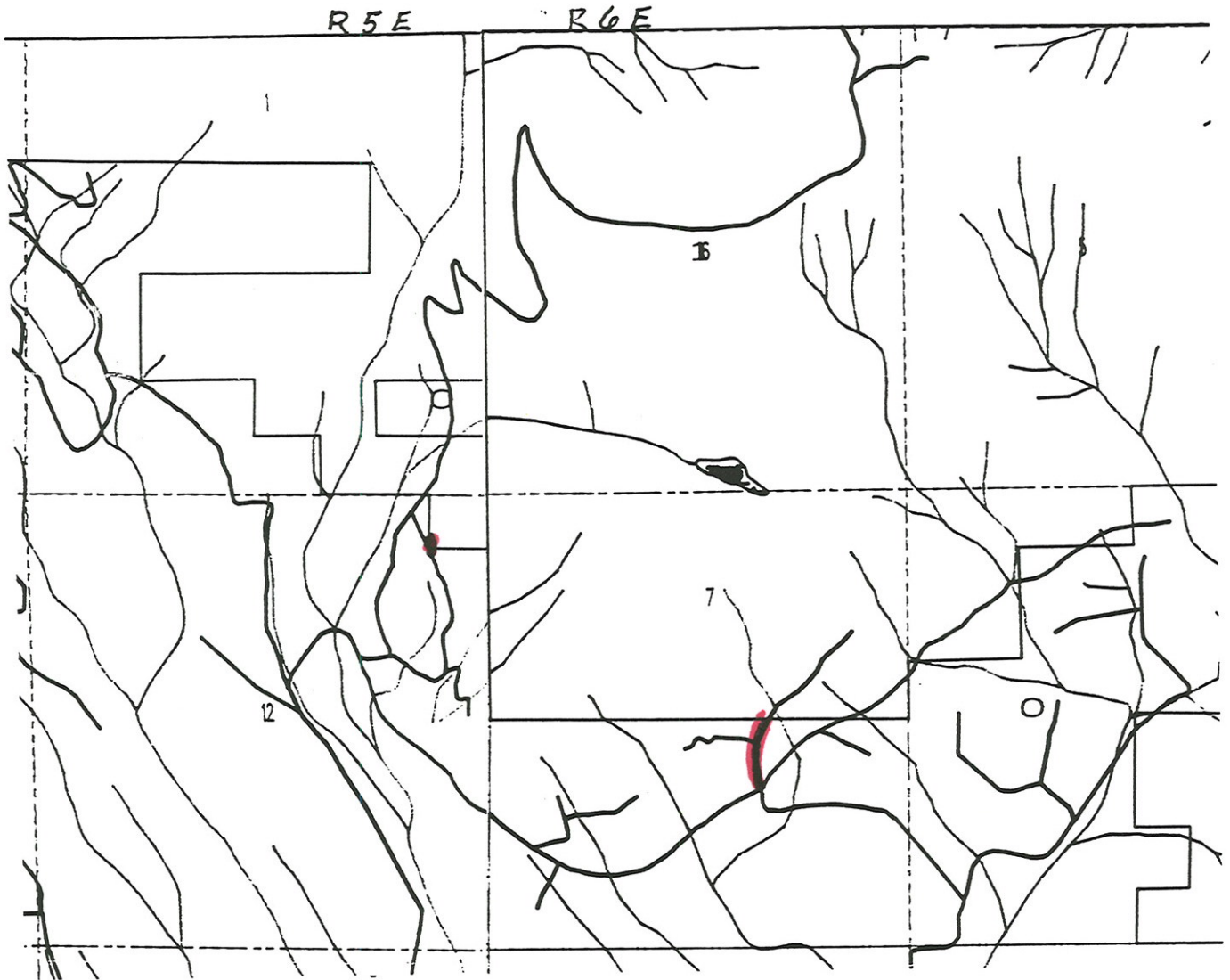
Application No. ....

County SNOHOMISH

Name of Sale PILCHUCK TREE FARM

Area NWR

TOWNSHIP 32 NORTH, RANGE 5, 6 (E.) (W.) W.M.



— EXISTING ROAD  
 — RIGHT OF WAY - PILCHUCK TO STATE  
 OVER NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> SEC 12, T32N, R5E  
 AND NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> SEC 7, T32N, R6E

91 OCT -2 49:02

RECORDED

DEAN V. WILKINSON, CLERK  
 SNOHOMISH COUNTY COURT  
 DEPUTY  
*Josephine J. Johnson*

SCALE: 1:24,000

Drawn By:

Date: 8-14-91

EXHIBIT 'A'

9110020012

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