



TIMBER NOTICE OF SALE

SALE NAME: UPPER 5000

AGREEMENT NO: 30-104821

AUCTION: June 12, 2024 starting at 10:00 a.m.,
Olympic Region Office, Forks, WA

COUNTY: Clallam

SALE LOCATION: Sale located approximately 21 miles northwest of Forks, WA

**PRODUCTS SOLD
AND SALE AREA:**

All timber, excluding downed red cedar, trees marked with a band of blue paint or bounded out by leave tree area tags; bounded by timber sale boundary tags, private timber and the D-5620.1 in Unit 1; timber sale boundary tags in Unit 2; timber sale boundary tags and the D-5009.6 in Unit 3

All forest products above located on part(s) of Sections 22 and 27 all in Township 29 North, Range 15 West, Sections 32 all in Township 30 North, Range 14 West, Sections 35 all in Township 30 North, Range 15 West, W.M., containing 175 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	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	14.1	6	2,455						644	1,247	475	89
Hemlock	13.4	6	1,673						245	983	405	40
Spruce	16.3		899						334	390	175	
Red alder	11.6		148								148	
Sale Total			5,175									

MINIMUM BID: \$992,000.00

BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: September 30, 2027

ALLOCATION: Export Restricted

BID DEPOSIT: \$99,200.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: 85% Ground Cable 15% Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percent and less. Ground based equipment is limited to tracked equipment on sustained slopes that are 45 percent and less. Rubber tired skidders, shovel logging and cable assist/tethered logging must meet rutting and skidding requirements and a harvest plan must be submitted and approved by the Contract Administrator. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

Logs being yarded over inner gorge in Unit 3 must be bucked to no longer than 40ft log lengths.



TIMBER NOTICE OF SALE

30' Equipment Limitations Zone on all typed water.

ROADS:

27.20 stations of optional reconstruction. 294.35 stations of optional prehaul maintenance. All roadwork activities including timber haul will not be allowed from October 15 through April 15 on the D-5095.5 (stations 0+00-33+90) D-5095.51 (stations 0+00-4+50) and the D-5095.52 (stations 0+00-6+15).

On the D-5095 (stations 0+00-25+50, 99+45-103+70) and the D-5095.5 (Stations 0+00-19+25) any road work, falling and yarding, rock pit operation or operation of heavy equipment performed during the marbled murrelet nesting season (April 1st through September 23rd), is restricted to, two hours after sunrise to two hours before sunset. This does not apply to hauling timber, rock, or equipment. The hauling of forest products will not be permitted from October 15 to April 15 unless authorized in writing by the Contract Administrator.

ACREAGE DETERMINATION

CRUISE METHOD: Sale acreage was 100% GPS'd. Sale units were cruised using a variable plot sample.

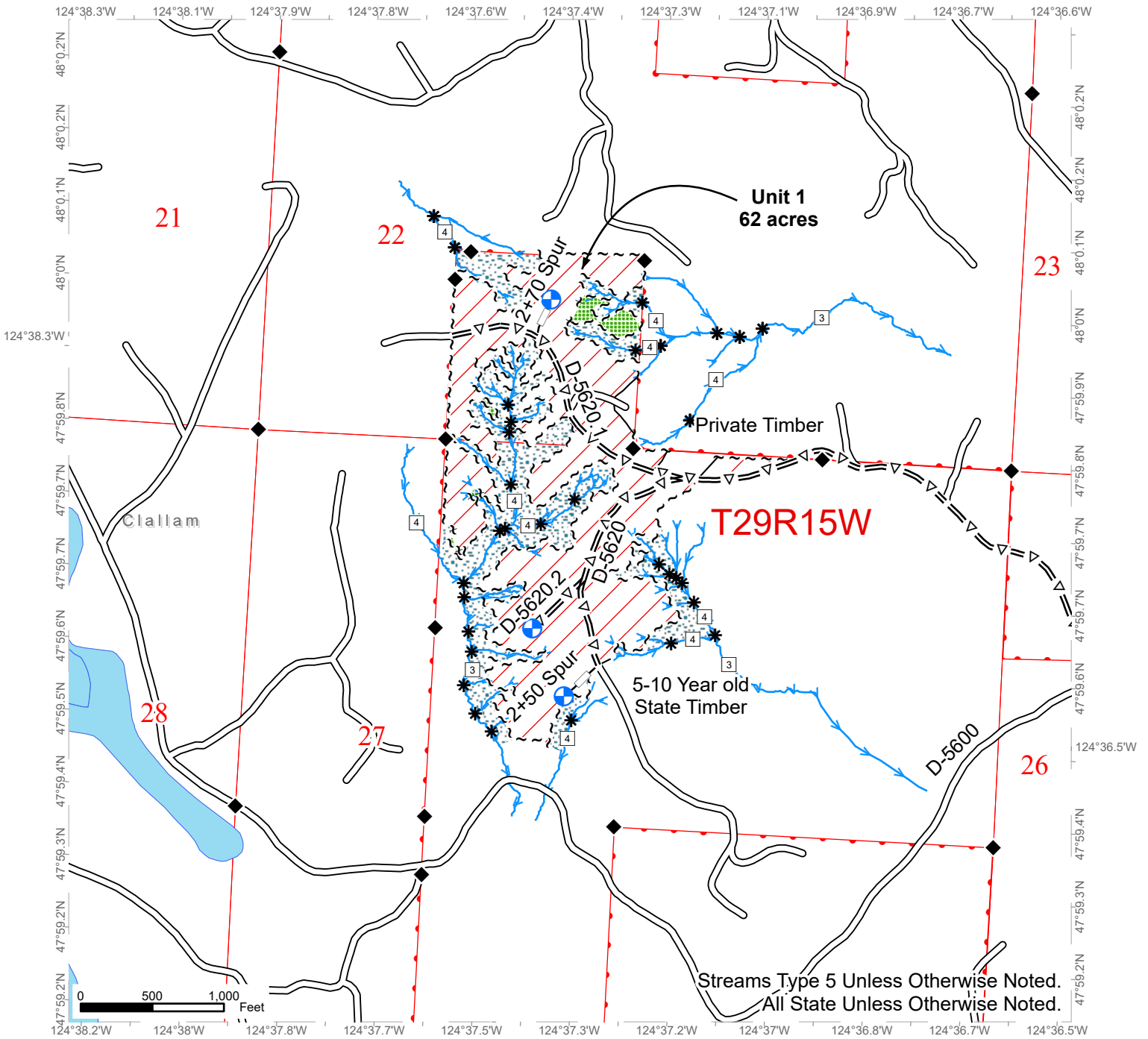
FEES: \$87,975.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: Purchaser shall develop an existing rock source Mora Pit. (see road plan for details).

TIMBER SALE MAP

SALE NAME: UPPER 5000
AGREEMENT #: 30-104821
TOWNSHIP(S): T29R15W, T30R15W, T30R14W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 100' - 790'

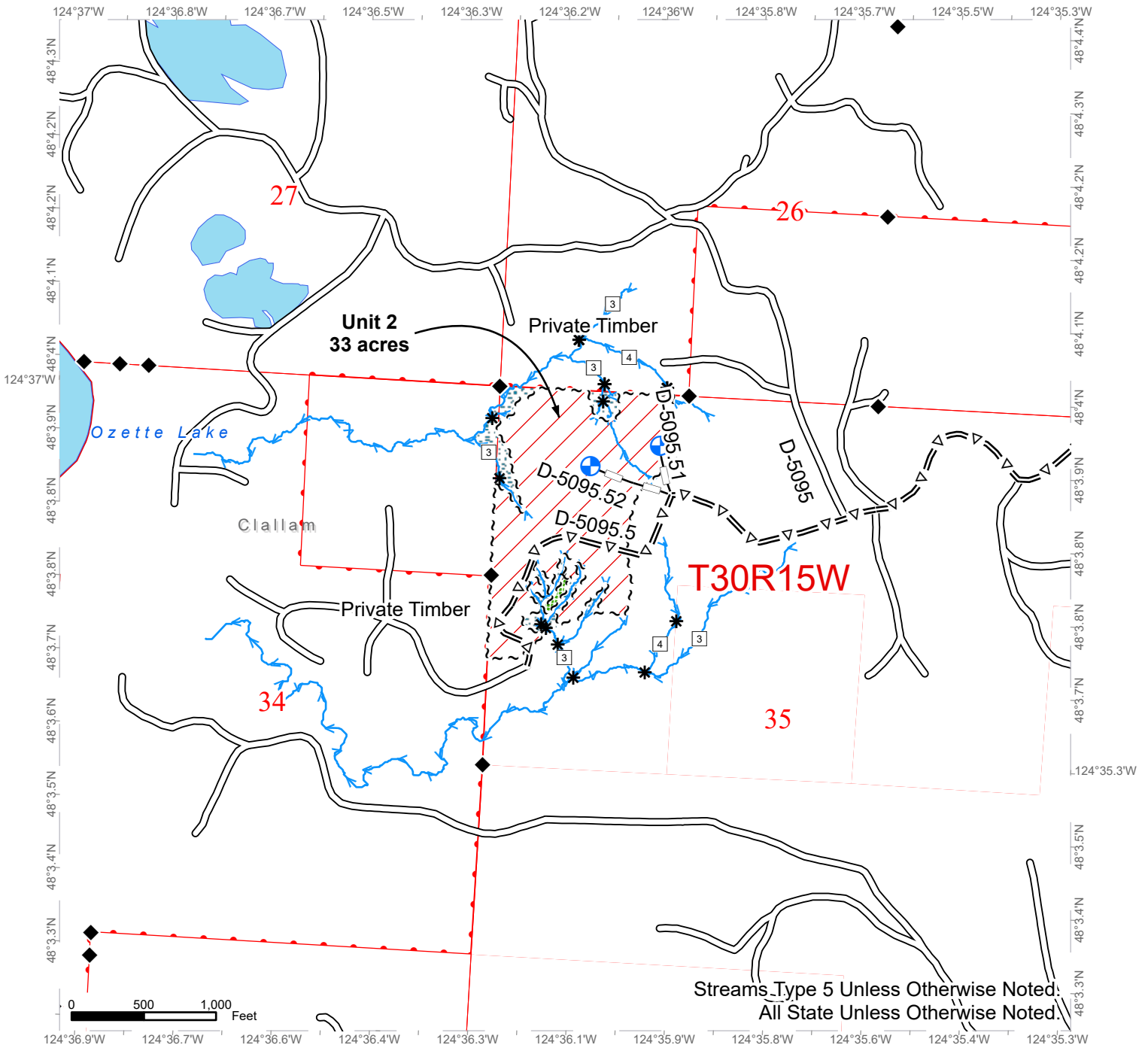


~ ~	Sale Boundary Tags	—	Streams	⋯	Riparian Mgt Zone
+ +	Leave Tree Tags	□	Stream Type	■	Public Land Survey Townships
—	Timber Type Change	*	Stream Type Break	□	Public Land Survey Sections
—	Existing Roads	—	Sale Area	□	DNR Managed Lands
=Δ=	Optional Pre-Haul Maintenance	◆	Survey Monument	⊕	Proposed Landing
—	Optional Reconstruction	■	Leave Tree Area		

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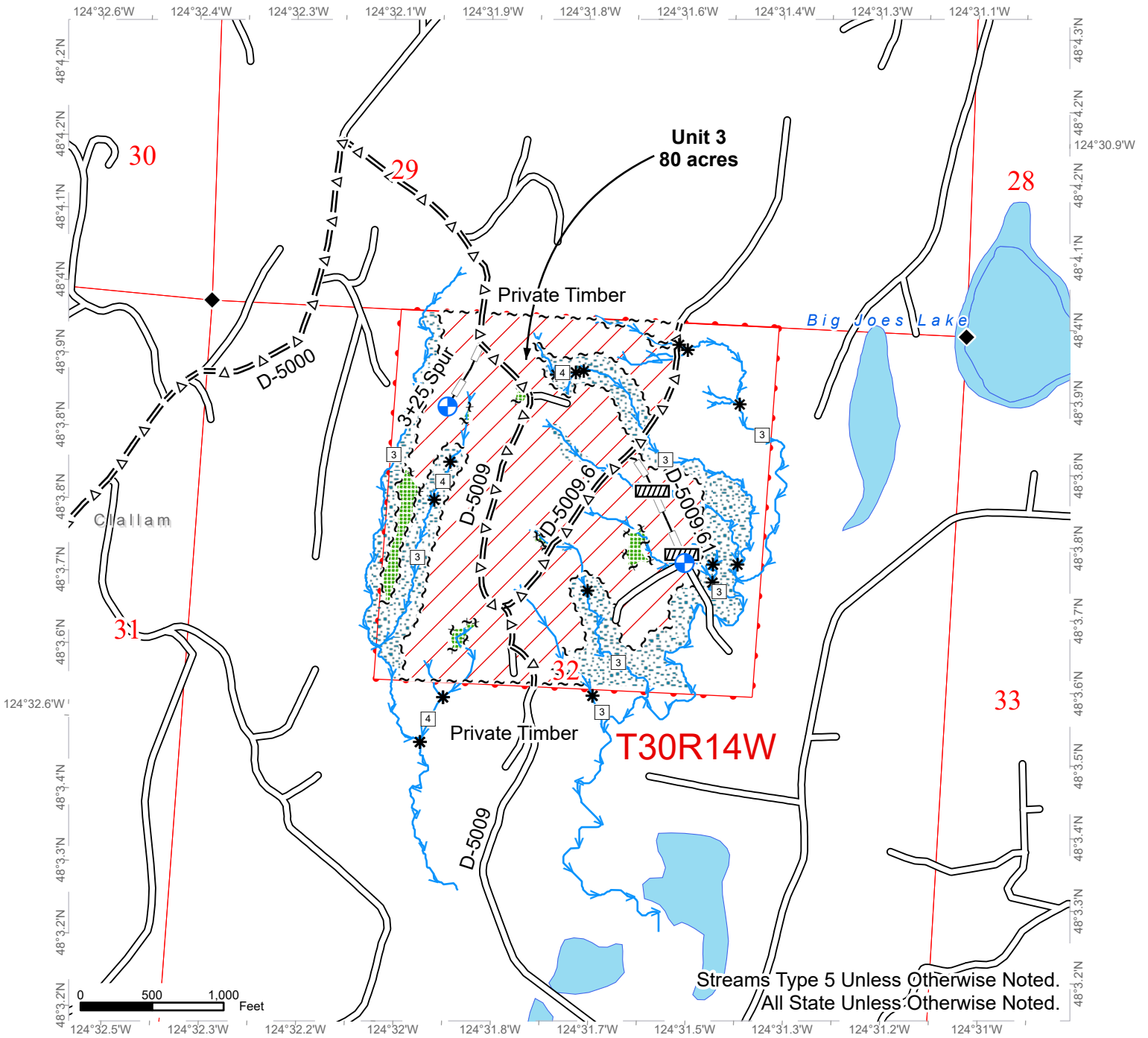
Streams_Type 5 Unless Otherwise Noted:
 All State Unless Otherwise Noted.

~ ~	Sale Boundary Tags	□	Stream Type	▭	Public Land Survey Townships
+ +	Leave Tree Tags	*	Stream Type Break	▭	Public Land Survey Sections
—	Existing Roads	/ /	Sale Area	▭	DNR Managed Lands
=Δ=	Optional Pre-Haul Maintenance	◆	Survey Monument	⊕	Proposed Landing
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~ ~	Sale Boundary Tags	□	Stream Type	▭	Public Land Survey Townships
+ +	Leave Tree Tags	*	Stream Type Break	▭	Public Land Survey Sections
—	Existing Roads	— / —	Sale Area	▭	DNR Managed Lands
=Δ=	Optional Pre-Haul Maintenance	◆	Survey Monument	▨	Stream Crossing
—	Optional Reconstruction	■	Leave Tree Area	⊕	Proposed Landing
—	Streams	■	Riparian Mgt Zone		

DRIVING MAP

SALE NAME: UPPER 5000
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COUNTY(S): Clallam
ELEVATION RGE: 100'-790'



	Timber Sale Unit
	Highway
	Haul Route
	Other Road
	Milepost Markers

DRIVING DIRECTIONS:

Unit 1: From Forks, WA, drive north on U.S. 101 for 1.5 mi. Turn left onto SR 110. Continue on SR 110 for 8 mi. Turn right onto Mora Rd and continue for 2 mi. Turn left onto Quillayute-Prairie Rd. Continue for 2.75 mi. Turn left onto Mina Smith Rd. Continue on Mina Smith Rd for 0.75 mi. Turn left onto the D-5000. Continue on the D-5000 for 4.75 mi. Turn left on the D-5600 and immediately turn right onto the D-5620. Continue for 0.9 mi to reach unit 1.

Unit 2: From the intersection of the D-5600 and the D-5000, continue on the D-5000 for 4.6 mi. Turn left onto the D-5095. Continue for 2 mi. Turn left onto the D-5095.5. Continue for 0.25 mi to reach unit 2.

Unit 3: From the intersection of the D-5095 and the D-5000, continue on the D-5000 for 2.5 mi. Turn right onto the D-5009. Continue for 0.25 mi to reach unit 3.

Mora Pit: From the intersection of Mora Rd. and Quillayute-Prairie Rd., continue on Quillayute-Prairie Rd for 0.25 mi. Turn right on the D-3400. Continue on the D-3400 for 0.5 mi to arrive at Mora Pit.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0104821

SALE NAME: UPPER 5000

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on June 26, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, excluding downed red cedar, trees marked with a band of blue paint or bounded out by leave tree area tags; bounded by timber sale boundary tags, private timber and the D-5620.1 in Unit 1; timber sale boundary tags in Unit 2; timber sale boundary tags and the D-5009.6 in Unit 3

All forest products described above located on approximately 175 acres on part(s) of Sections 22, and 27 all in Township 29 North, Range 15 West, Section 32 in Township 30 North, Range 14 West, Section 35 in Township 30 North, Range 15 West W.M. in Clallam County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	SLASH PILING
B	GREEN TREE RETENTION PLAN

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to September 30, 2026.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

- d. Payment of an amount based on 12 percent interest per annum on the unpaid portion of the total contract price.

All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.

- e. Payment of \$790.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.

- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to

authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject Purchaser to liability for violation of the Endangered Species Act.

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

G-063 Incidental Take Permit Notification Requirements

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

authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

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

part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;

2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

Nothing contained in clauses G-120 and G-121 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials. Authorization to haul does not warrant that Purchaser built roads are free from material defect and the State may require additional work, at Purchasers expense regardless of cost, to remedy deficiencies at any time.

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any

Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Forks, 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; D-5000, D-5009,3+25 Spur, D-5009.6, D-5009.61, D5095, D-5095.5, D-5095.51, D-5095.52, D-5600, D-5620.1, 2+70 Spur, D-5620.2, 2+50 Spur and the Mora Pit Access Road. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the D-5000 unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

55-000050 Rayonier 1971 Easement

55-000439 WA ST Aeronautics Easement

55-000938 Rayonier 1973 Easement

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:

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$134,550.00. The total contract price consists of a \$0.00 contract bid price plus \$134,550.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING: the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations

Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$0.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-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 100 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 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for utilizing rubber tired skidders, shovel logging and cable assist/tethered logging in the sale area. The plan shall address the location and time of desired use, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percent and less. Ground based equipment is limited to tracked equipment on sustained slopes that are 45 percent and less. Rubber tired skidders, shovel logging and cable assist/tethered logging being allowed only if rutting and skidding requirements can be met and a harvest plan is submitted and approved by the Contract Administrator. Logs being yarded over inner gorge in unit 3 must be bucked to no longer than 40ft log lengths.

30' Equipment Limitations Zones (ELZ) on all typed water. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-130 Hauling Schedule

The hauling of forest products will not be permitted on the D-5095.5 (Stations 0+00-33+90), D-5095.51 (Stations 0+00-4+50) and the D-5095.52 (Stations 0+00-6+15) from October 15 to April 15 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
2. While felling timber two Warning signs must be posted on the D-5620, D-5095 and the D-5009 roads.
3. Yarding equipment shall not cross live streams without an FPHP.
4. Purchaser shall pre-mark corridors for cable yarding in Unit 3 and give three days' notice for the Geologist or State Contract Administrator approval. Bumper logs will be used in all yarding corridors across streams and cut RMZ trees will be left behind perpendicular to the slope. Yarding corridor width shall not exceed 30 feet.
5. The Purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.

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

H-142 Wildlife Timing Restrictions

The following wildlife timing restrictions apply to this contract and shall be in place in the locations shown on the attached timber sale map.

On the D-5095 (stations 0+00-25+50, 99+45-103+70) and the D-5095.5 (Stations 0+00-19+25) any road work, falling and yarding, rock pit operation or operation of heavy equipment performed during the marbled murrelet nesting season (April 1st through September 23rd), is restricted to, two hours after sunrise to two hours before sunset. This does not apply to hauling timber, rock, or equipment.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 10/31/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads listed in the Road Plan, authorized in clause G-310, and not listed in clause C-060. All work shall be completed to the specifications detailed in the Road Plan. 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 D-5000 (MP 4.2-15.9) and the Mora Pit Access Road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

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-130 Hazardous Materials

- a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

As required by RCW 70.93, All Purchaser generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be

burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units 1,2 and 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

William Wells
Olympic Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
SLASH PILING

Specifications for Slash Piling

The areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

1. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.
2. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.
3. Piles shall not be placed on large stumps or logs.
4. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave tree areas and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
5. Piling shall be completed using an approved hydraulic shovel and grapples.
6. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
7. Slash generated during cable yarding shall be stacked in dirt free piles and shall not block roads or interfere with functioning of drainage structures, ditches, or stream channels.

Schedule B
GREEN TREE RETENTION PLAN

Leave the following:

1. All trees banded with blue paint and all leave tree area clumps shall remain standing. The perimeter of the leave tree clumps are designated by Leave Tree Area Tags. The tags face outward from the leave tree clumps.

<u>Unit #</u>	<u># of Individually Marked Trees</u>	<u># of Clumps</u>	<u># of Trees Clumped</u>	<u>Total # of Leave Trees</u>
1	254	4	242	496
2	203	1	61	264
3	225	6	415	640



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)

Timber Sale Cruise Report Upper 5000

Sale Name: UPPER 5000

Sale Type: LUMP SUM

Region: OLYMPIC

District: OZETTE

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is located of the the D-5000 road system. Access is good to all units.

Cruise Design:

I used a 54.44/40 BAF combo for this sale. The 40 BAF was used to pick up RA. Merch height was determined at 40% of the diameter at 16'. All logs were cruised in 40' lengths.

Timber Quality:

This sale is a mixture of 40-50 year old DF, WH and SS; there is some patches of RA in the lower areas. Common defect are sweep and forked tops.

Logging and Stand Conditions:

This sale has some rolling terrain but is pretty easy to move through. It is 92% ground based harvest and 8% uphill cable.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	14.1	5.8		2,455	644	1,247	475	89
WH	13.4	5.8		1,673	245	982	405	40
SS	16.3			899	334	390	176	
RA	11.6			148			148	
ALL	13.6	5.8		5,175	1,223	2,619	1,204	129

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	23,282	6,052	12,135	4,311	784
WH	17,863	2,519	11,026	3,958	360
SS	8,356	2,736	3,887	1,732	
RA	1,520			1,520	
ALL	51,020	11,307	27,048	11,521	1,144

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 (%)
304.1	2.5	97.3	1.8	29,573	3.1

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
UPPER 5000 U1	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	62.0	64.5	31	10	0
UPPER 5000 U2	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	33.0	33.4	17	9	0
UPPER 5000 U3	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	80.0	83.8	40	13	0
All		175.0	181.8	88	32	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.3	40	4,030	3,679	8.7	6,051.9	643.8
DF	LIVE	3 SAW	Domestic	8.3	40	7,290	7,124	2.3	12,134.8	1,246.6
DF	LIVE	4 SAW	Domestic	5.1	25	2,780	2,716	2.3	4,311.3	475.2
DF	LIVE	UTILITY	Pulp	5.3	30	511	511	0.0	783.7	89.4
RA	LIVE	4 SAW	Domestic	6.0	33	872	845	3.2	1,520.1	147.8
SS	LIVE	2 SAW	Domestic	14.3	40	2,009	1,907	5.1	2,736.3	333.8
SS	LIVE	3 SAW	Domestic	9.1	40	2,283	2,229	2.4	3,887.4	390.1
SS	LIVE	4 SAW	Domestic	5.4	33	1,012	1,003	0.9	1,732.0	175.5
WH	LIVE	2 SAW	Domestic	14.1	40	1,595	1,403	12.0	2,519.0	245.5
WH	LIVE	3 SAW	Domestic	8.7	40	5,823	5,614	3.6	11,026.0	982.5
WH	LIVE	4 SAW	Domestic	5.1	29	2,331	2,314	0.7	3,957.6	405.0
WH	LIVE	UTILITY	Pulp	5.1	30	229	229	0.0	360.1	40.0

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Pulp	5.3	30	511	0.0	783.7	89.4
DF	5 - 8	LIVE	Domestic	6.0	30	6,882	2.1	11,805.8	1,204.4
DF	9 - 11	LIVE	Domestic	10.4	40	2,957	2.6	4,640.2	517.4

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 14	LIVE	Domestic	13.1	40	3,061	5.9	5,061.7	535.7
DF	15 - 19	LIVE	Domestic	15.9	40	618	20.5	990.3	108.2
RA	5 - 8	LIVE	Domestic	5.9	33	806	2.8	1,449.2	141.1
RA	9 - 11	LIVE	Domestic	9.2	40	38	10.3	70.9	6.7
SS	5 - 8	LIVE	Domestic	5.9	34	1,593	2.2	2,959.8	278.8
SS	9 - 11	LIVE	Domestic	10.1	40	1,639	1.6	2,659.7	286.8
SS	12 - 14	LIVE	Domestic	13.0	40	907	3.7	1,398.5	158.8
SS	15 - 19	LIVE	Domestic	16.2	40	1,000	6.3	1,337.9	175.0
WH	5 - 8	LIVE	Pulp	5.1	30	229	0.0	360.1	40.0
WH	5 - 8	LIVE	Domestic	5.9	32	4,393	1.9	8,394.2	768.8
WH	9 - 11	LIVE	Domestic	10.1	40	3,535	3.8	6,589.5	618.6
WH	12 - 14	LIVE	Domestic	13.5	40	746	8.0	1,376.4	130.5
WH	15 - 19	LIVE	Domestic	15.3	40	657	16.3	1,142.6	115.0

Cruise Unit Report UPPER 5000 U1

Unit Sale Notice Volume (MBF): UPPER 5000 U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	13.5	6.0		900	170	467	207	56
WH	13.6	6.0		634	103	360	171	
SS	14.0			183	71	64	48	
RA	11.4			58			58	
ALL	13.3	6.0		1,775	344	891	484	56

Unit Cruise Design: UPPER 5000 U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	62.0	64.5	31	10	0

Unit Cruise Summary: UPPER 5000 U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	22	89	2.9	1
WH	17	59	1.9	1
SS	5	18	0.6	0
RA	7	10	0.3	0
ALL	51	176	5.7	2

Unit Cruise Statistics: UPPER 5000 U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	156.3	78.3	14.1	92.9	20.6	4.4	14,513	80.9	14.7
WH	103.6	84.0	15.1	98.6	21.0	5.1	10,219	86.6	15.9
SS	31.6	212.2	38.1	93.3	17.6	7.9	2,949	212.9	38.9
RA	12.9	324.0	58.2	72.9	20.1	7.6	941	324.6	58.7
ALL	304.4	18.9	3.4	94.0	21.2	3.0	28,622	28.4	4.5

Unit Summary: UPPER 5000 U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	13.5	57	70	15,047	14,513	3.5	157.2	156.3	42.5	899.8
RA	LIVE	CUT	7	ALL	11.4	48	57	967	941	2.6	18.2	12.9	3.8	58.4
SS	LIVE	CUT	5	ALL	14.0	57	71	3,012	2,949	2.1	29.6	31.6	8.4	182.8
WH	LIVE	CUT	17	ALL	13.6	55	67	10,698	10,219	4.5	102.7	103.6	28.1	633.6
ALL	LIVE	CUT	51	ALL	13.5	56	69	29,723	28,622	3.7	307.7	304.4	82.9	1,774.6
ALL	ALL	ALL	51	ALL	13.5	56	69	29,723	28,622	3.7	307.7	304.4	82.9	1,774.6

Cruise Unit Report UPPER 5000 U2

Unit Sale Notice Volume (MBF): UPPER 5000 U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	13.2	6.0		453	100	215	106	33
WH	13.3	6.0		345	65	181	100	
SS	14.0			99	38	35	26	
RA	11.4			40			40	
ALL	13.0	6.0		937	202	430	272	33

Unit Cruise Design: UPPER 5000 U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	33.0	33.4	17	9	0

Unit Cruise Summary: UPPER 5000 U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	21	47	2.8	1
WH	16	34	2.0	1
SS	5	10	0.6	0
RA	7	7	0.4	0
ALL	49	98	5.8	2

Unit Cruise Statistics: UPPER 5000 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	150.5	74.0	18.0	91.3	21.2	4.6	13,740	77.0	18.5
WH	108.9	82.9	20.1	96.1	21.4	5.4	10,464	85.6	20.8
SS	32.0	170.6	41.4	93.3	17.6	7.9	2,987	171.5	42.1
RA	16.5	298.2	72.3	72.9	20.1	7.6	1,201	298.8	72.7
ALL	307.9	21.0	5.1	92.2	21.6	3.1	28,392	30.1	5.9

Unit Summary: UPPER 5000 U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	13.2	55	68	14,327	13,740	4.1	158.4	150.5	41.4	453.4
RA	LIVE	CUT	7	ALL	11.4	48	57	1,234	1,201	2.6	23.2	16.5	4.9	39.6
SS	LIVE	CUT	5	ALL	14.0	57	71	3,051	2,987	2.1	30.0	32.0	8.6	98.6
WH	LIVE	CUT	16	ALL	13.3	54	66	11,029	10,464	5.1	112.9	108.9	29.9	345.3
ALL	LIVE	CUT	49	ALL	13.2	55	67	29,642	28,392	4.2	324.5	307.9	84.7	936.9
ALL	ALL	ALL	49	ALL	13.2	55	67	29,642	28,392	4.2	324.5	307.9	84.7	936.9

Cruise Unit Report UPPER 5000 U3

Unit Sale Notice Volume (MBF): UPPER 5000 U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	14.9	5.5		1,102	374	565	162	
WH	13.2	5.5		694	78	442	135	40
SS	17.3			618	225	292	102	
RA	12.1			50			50	
ALL	14.1	5.5		2,464	677	1,298	448	40

Unit Cruise Design: UPPER 5000 U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	80.0	83.8	40	13	0

Unit Cruise Summary: UPPER 5000 U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	20	98	2.5	2
WH	25	63	1.6	2
SS	11	55	1.4	0
RA	8	9	0.2	0
ALL	64	225	5.6	4

Unit Cruise Statistics: UPPER 5000 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	133.0	87.1	13.8	103.5	21.2	4.7	13,774	89.7	14.6
WH	85.4	103.2	16.3	101.6	18.3	3.7	8,675	104.8	16.7
SS	74.9	147.0	23.2	103.2	27.2	8.2	7,725	149.5	24.6
RA	9.0	408.7	64.6	69.2	15.7	5.5	623	409.0	64.9
ALL	302.3	27.3	4.3	101.9	22.8	2.9	30,797	35.6	5.2

Unit Summary: UPPER 5000 U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	20	ALL	14.9	62	77	14,390	13,774	4.3	109.9	133.0	34.5	1,101.9
RA	LIVE	CUT	8	ALL	12.1	50	60	650	623	4.2	11.3	9.0	2.6	49.8
SS	LIVE	CUT	11	ALL	17.3	67	85	8,010	7,725	3.6	45.9	74.9	18.0	618.0
WH	LIVE	CUT	25	ALL	13.2	62	77	8,984	8,675	3.4	89.8	85.4	23.5	694.0
ALL	LIVE	CUT	64	ALL	14.7	62	77	32,035	30,797	3.9	256.9	302.3	78.5	2,463.8
ALL	ALL	ALL	64	ALL	14.7	62	77	32,035	30,797	3.9	256.9	302.3	78.5	2,463.8



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2618302

Effective Date: 4/4/2024

Expiration Date: 4/4/2027

Shut Down Zone: MULTIPLE

EARR Tax Credit: Eligible Non-eligible

Reference: DNR

Upper 5000

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

Notes:

The field review was conducted with Connor Toth (FP Engineering Geo), Erik Camacho and additional state forester, Joe Schilter (State Geo) and NW Region state geologist, with myself. We parked transport vehicles on the 5600 to the south then drove around with the other vehicles to the 2+70 spur to park. We started in the shallow rapid landslide that is protected south of stream 5r then north and around the drainage, dropping south along the western property boundary down to stream 5z and DSL 5. We then crossed stream 4g and up to DSL 4. We then zig zagged south across DSL 4, 3, 2, and over the top of DSL 1 and out the bottom of ck 3b. The review showed the geotechnical report appropriately described the unit and the layout was appropriately done for the geotechnical issues. Most of the stream typing appeared appropriate. However, ck 4g break was incorrect making ck5ab also incorrect. During review I found a 2.5in cutthroat 300+ft above the 3/4 break. Also just east of ck 4h off the SW corner of the unit there was a shallow relict bedrock landslide that was not in the slope stab form. We discussed at length and determined it to be relict and appropriate to not have to add to the Geotech but will be added to the slope map for completeness. The landslide was completely removed from the harvest. I have requested the LO review stream typing and submit revisions.

We then drove to Unit 3. Starting at DSL 8 it was determined that the geotechnical report had accurately described this feature. We then drove around to Stream 5cg. The area above the road and a small mass below the road was an area of contention. Connor did not believe there was enough to say it was not a DSL but he also would not say it was a DSL definitively. State lands geologists were of the mind it was just a depression that had undergone erosion over time and the mass below the road was just a bedrock mass, During the review there were only bedrock soil and in place bedrock except for three rocks we found associated with the feature. They were two basketball sized erratic rocks and one 5ft diameter one. There was no scarp or lateral edge scarps, no exposed soils, no drop blocks. I do not agree with Connor that this feature needs to be described in the Geotechnical report. The feature appears to be a depression with a stream in it. After a lengthy heated discussion

we waked down to the flat below around to ck 5cg and the back along the flat following the roads to 5009.91 road. During the walk I looked for additional streams, confirmed stream types, reviewed C1 and C2 and confirmed the lack of an alluvial fan. Stream typing looked good. There was a small issue with the geo report needing dates on photos and changing the location of DSL 8 in a table in the report.

Unit 2 did not warrant the attention the others did. I will see unit two during harvest and road building. All constructed roads in the FPA are not construction they are clear on lidar and past harvests. The reconstruction of any does not threaten any resource in my opinion.

03/26/2024- Revisions received, reviewed and approved. No additional to be asked for and Connor has still yet to give me more than an email.

Issued By: Elliot Mann Region: Olympic

Title: Forest Practices Forester Date: 4/4/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By:  Date: 4/4/24

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Olympic Region
Physical Address 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 Mailing address Post Office Box 40903 Olympia, WA 98504-0903	Physical Address 1125 Washington Street, SE Olympia, WA 98504 Mailing Address Post Office Box 40100 Olympia, WA 98504-0100	Physical & Mailing Address 411 Tillicum Lane Forks, WA 98331

Information regarding the Pollution Control Hearings Board can be found at: <http://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, Rosielly Sanchez, caused the Notice of Decision for FPA/N No. 2618302 to be placed in the United States mail at Forks, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

4/4/2024
(Date)

Forks, Washington
(City & State where signed)


(Signature)

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

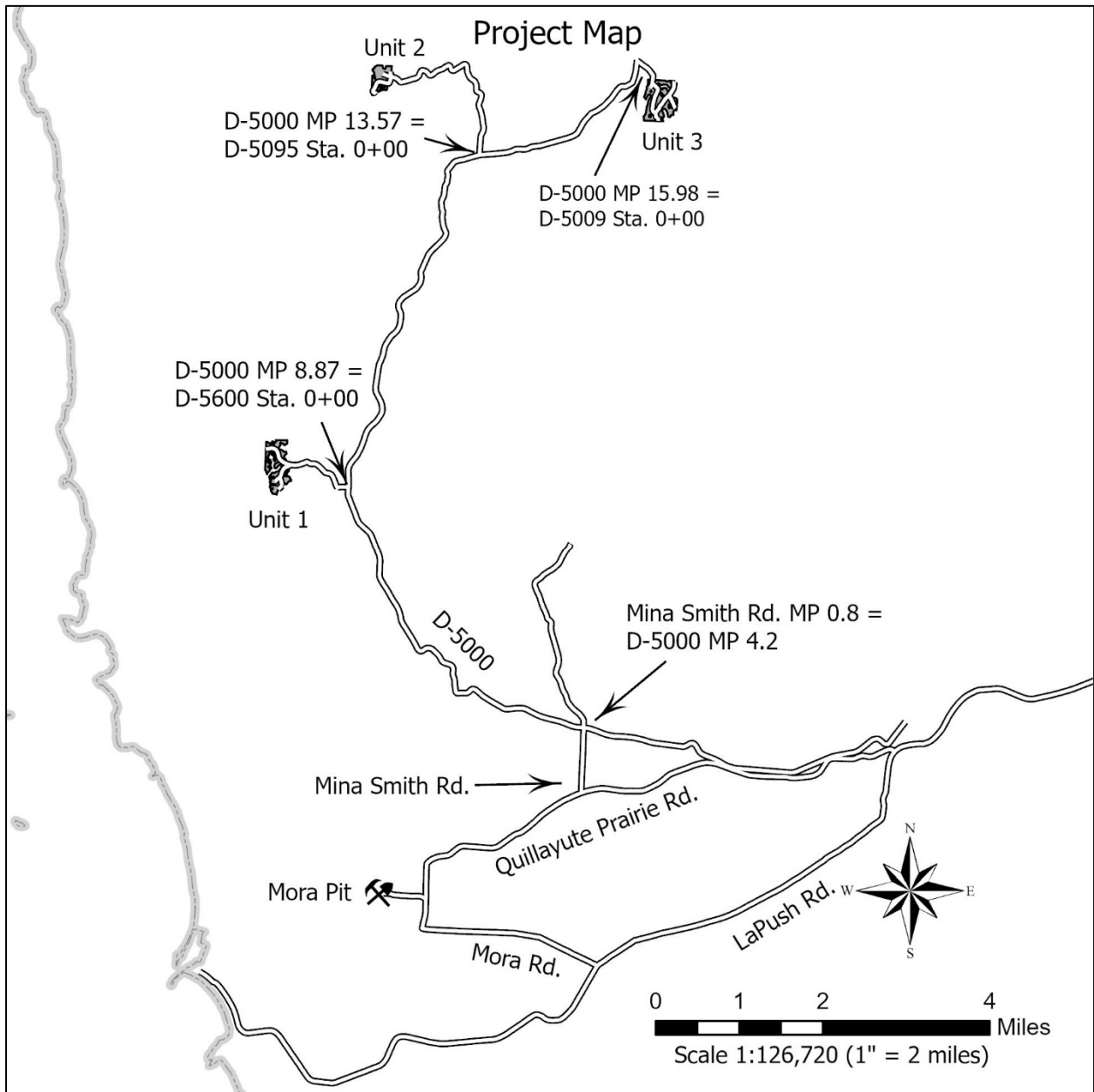
UPPER 5000 TIMBER SALE ROAD PLAN
CLALLAM COUNTY
COAST DISTRICT

AGREEMENT NO.: 30-104821

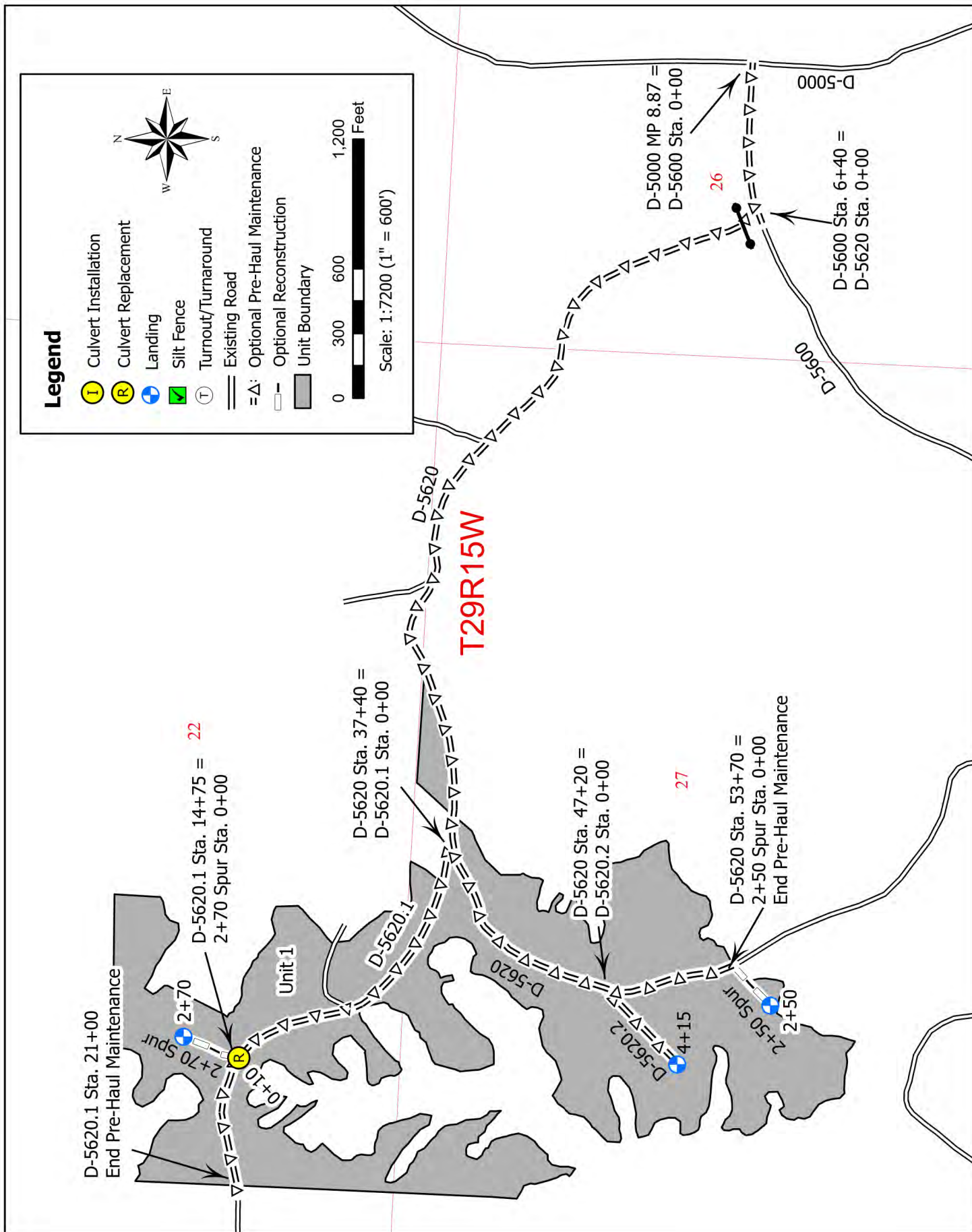
DISTRICT ENGINEER: BILL MEHL

DATE: 10/31/2023

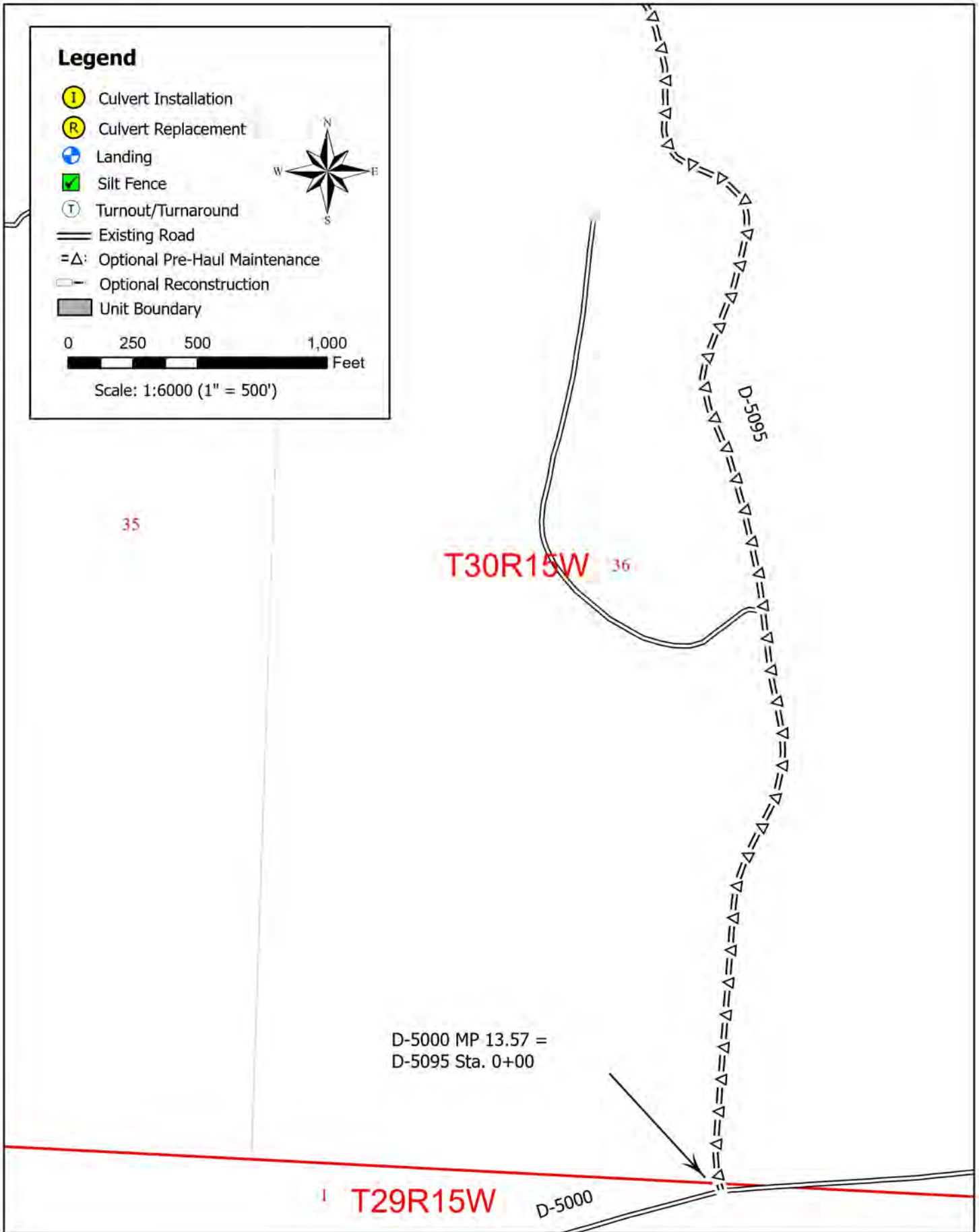
DRAWN & COMPILED BY: EMMA HEIN



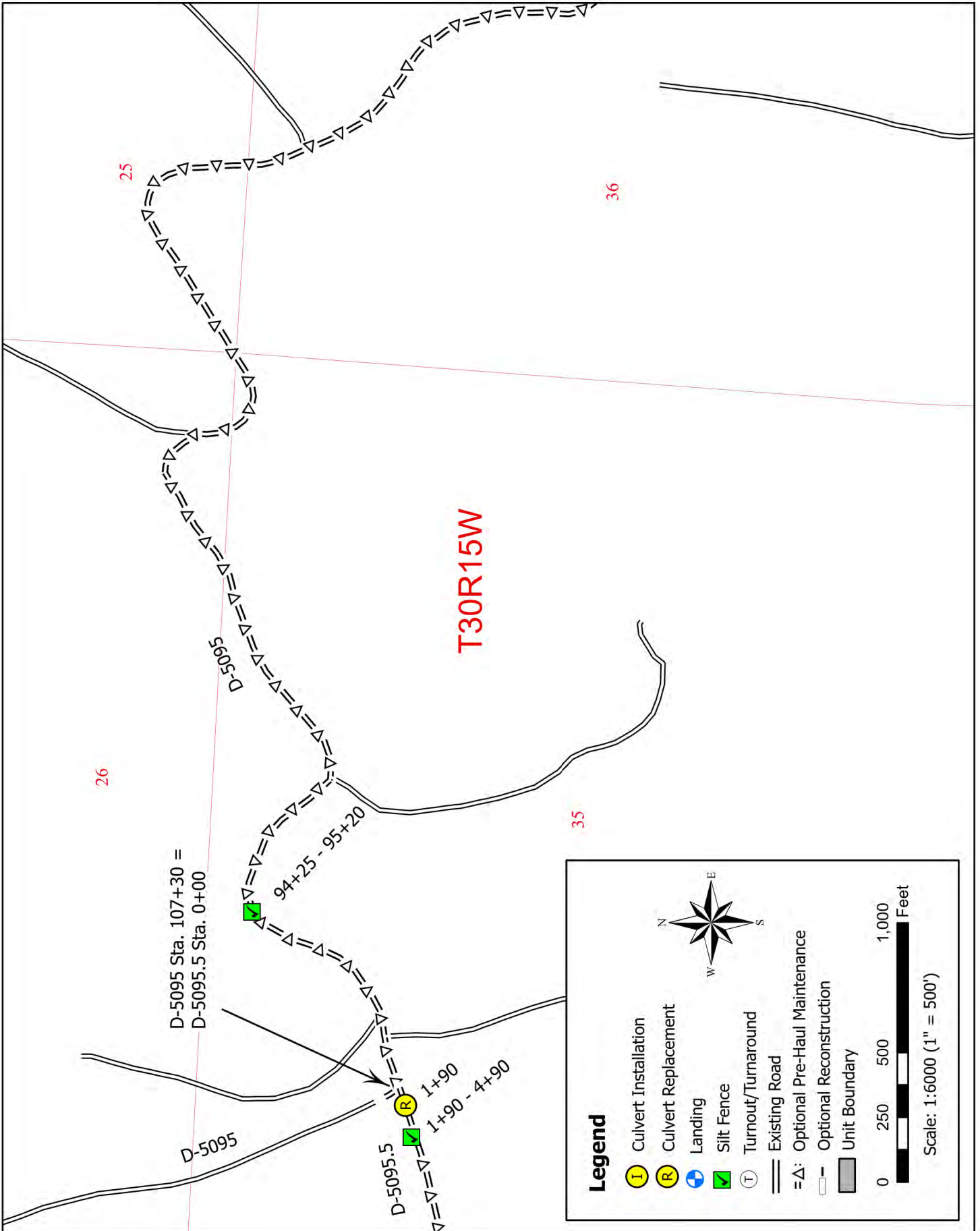
Unit 1 Work Map



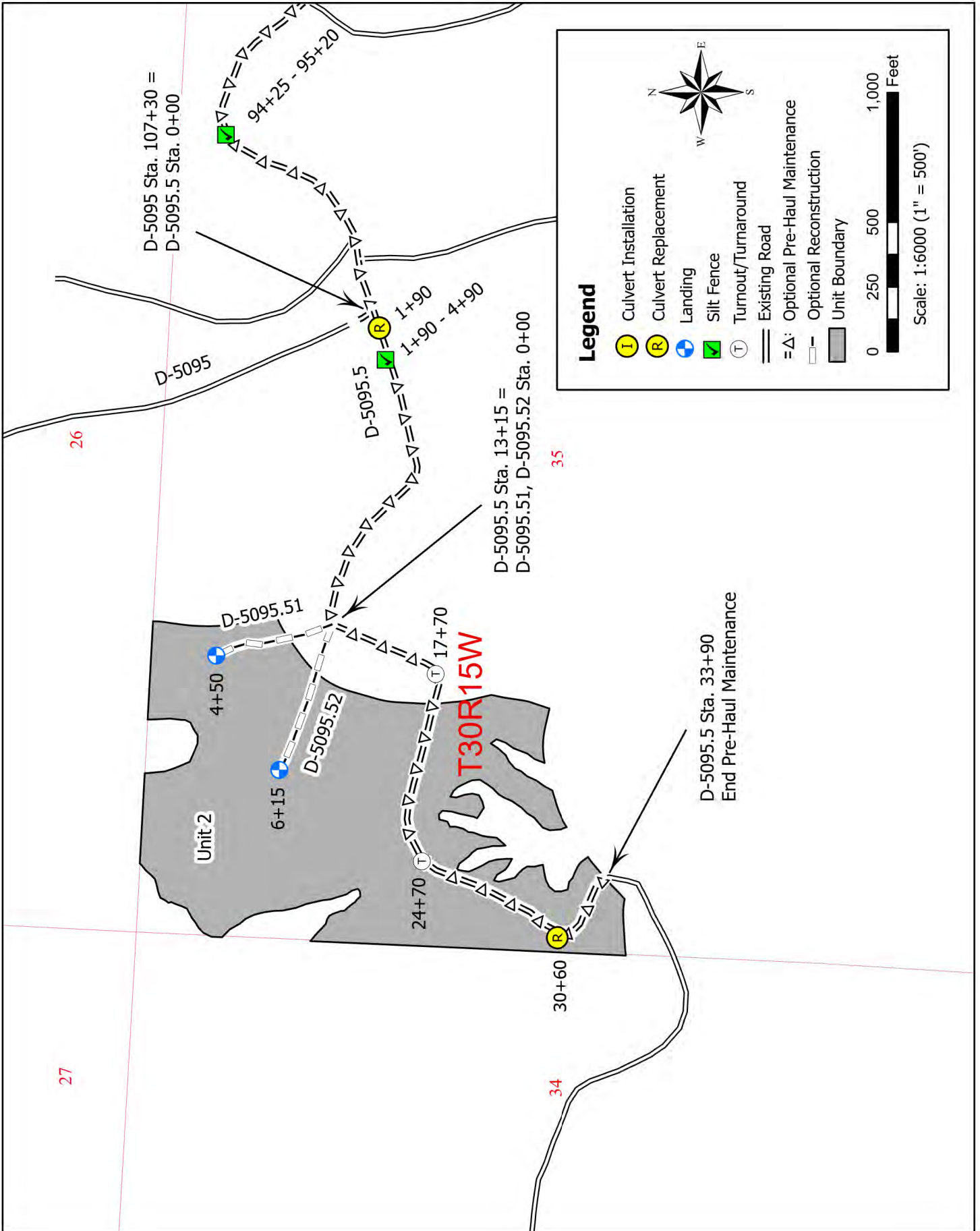
D-5095 Work Map



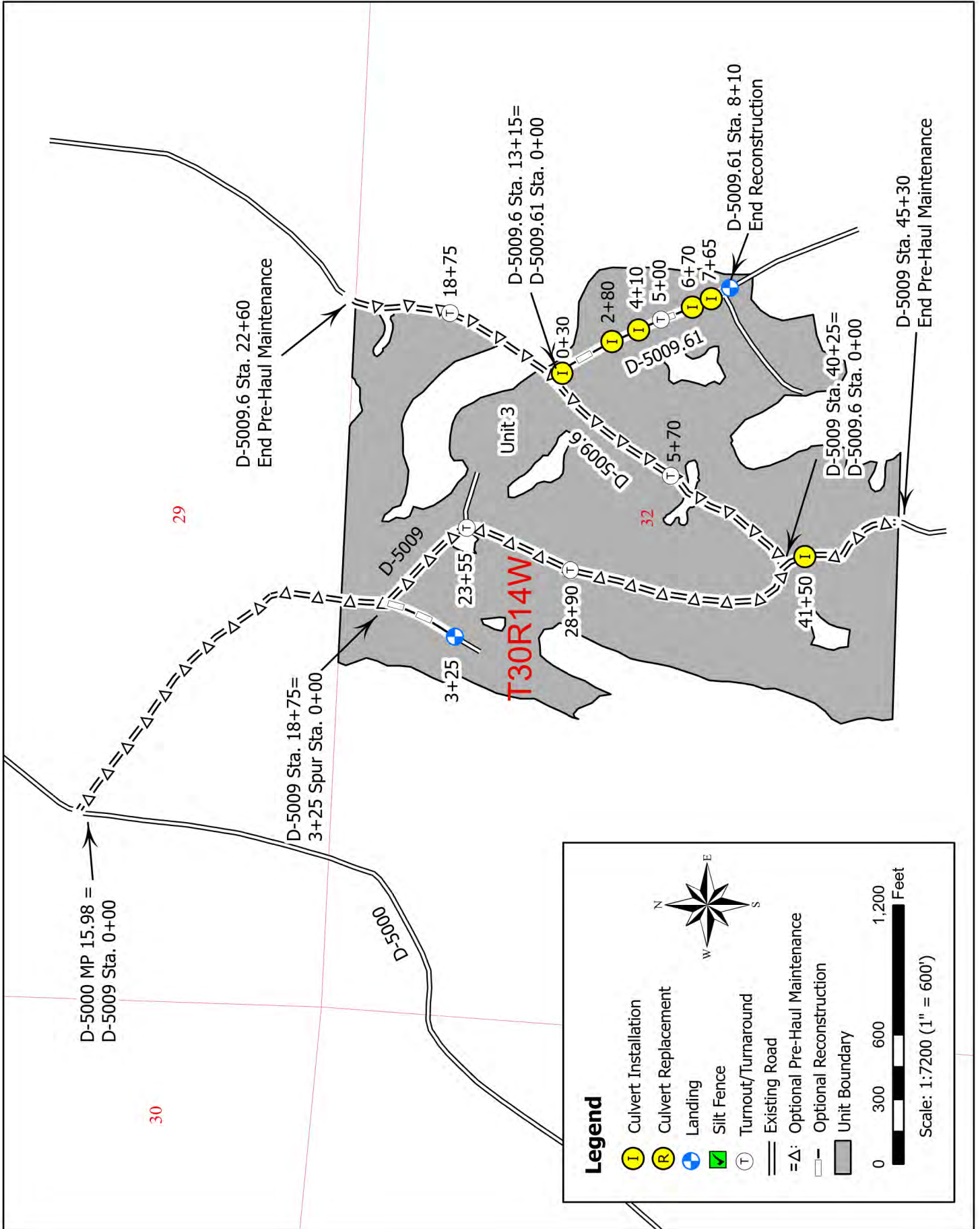
D-5095 & D-5095.5 Work Map



Unit 2 Work Map



Unit 3 Work Map



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.

0-3 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>
D-5009	0+00 – 45+30	Pre-Haul Maintenance
3+25 Spur	0+00 – 3+25	Reconstruction
D-5009.6	0+00 – 22+60	Pre-Haul Maintenance
D-5009.61	0+00 – 8+10	Reconstruction
D-5095	0+00 – 107+30	Pre-Haul Maintenance
D-5095.5	0+00 – 33+90	Pre-Haul Maintenance
D-5095.51	0+00 – 4+50	Reconstruction
D-5095.52	0+00 – 6+15	Reconstruction
D-5600	0+00 – 6+40	Pre-Haul Maintenance
D-5620	0+00 – 53+70	Pre-Haul Maintenance
D-5620.1	0+00 – 21+00	Pre-Haul Maintenance
2+70 Spur	0+00 – 2+70	Reconstruction
D-5620.2	0+00 – 4+15	Pre-Haul Maintenance
2+50 Spur	0+00 – 2+50	Reconstruction

0-5 RECONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
3+25 Spur	0+00 – 3+25	See Below
D-5009.61	0+00 – 8+10	
D-5095.51	0+00 – 4+50	
D-5095.52	0+00 – 6+15	
2+50 Spur	0+00 – 2+50	
2+70 Spur	0+00 – 2+70	
Total Stations:	27.20	

Reconstruction includes, but is not limited to: Removal of all vegetative material with minimum loss of rock and dispose of in accordance with Clause 2-9 and Clause 3-23. Cleaning ditches and constructing ditches, constructing headwalls, cleaning culvert inlets and outlets in accordance with Clause 2-6 and Clause 2-7. Installing additional culverts and replacing culverts in accordance with the culvert list. Grading, shaping and compacting existing road surface, turnouts and turnaround in accordance with Clause 2-5, realigning road segments, spreading grass seed and hay, and the application of rock in accordance with the Rock List.

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>
D-5009	0+00 – 45+30	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Replace/Install culverts in accordance with Clause 2-6 and Culvert List. Apply rock in accordance with Rock List.
D-5009.6	0+00 – 22+60	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List.
D-5095	0+00 – 107+30	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Install erosion control structures in accordance with Clause 8-1. Apply rock in accordance with Rock List.
D-5095.5	0+00 – 33+90	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Replace/Install culverts in accordance with Clause 2-6 and Culvert List. Install erosion control structures in accordance with Clause 8-1. Apply Rock in accordance with Rock List.
D-5600	0+00 – 6+40	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail.
D-5620	0+00 – 53+70	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List.
D-5620.1	0+00 – 21+00	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List.
D-5620.2	0+00 – 4+15	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Remove vegetation in accordance with Clause 2-9, brush road in accordance with

		Clause 3-1 and Brushing Detail. Apply Rock in accordance with Rock List.
Total Stations:	294.35	

Maintenance includes, but is not limited to: Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacement, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

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

The Purchaser shall develop an existing rock source called Mora Pit. Development will involve stripping approximately 1 acre to useable rock as determined by the Contract Administrator. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

0-13 STRUCTURES

The Purchaser shall acquire and install all structures. Requirements for these structures are listed in Section 7 Structures.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

Unless controlled by construction stakes or design data (plan, profile, and cross-sections), road work shall be performed in accordance with the dimensions shown on the Typical Section Sheet and the specifications within this Road Plan.

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in this Road Plan shall 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.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

The Purchaser is responsible for the repair or replacement of all materials, roadway infrastructure, and road components damaged during roadwork or operation activities. Repairs and replacements shall be directed by the Contract Administrator. Repairs to structural materials will be made according to the manufacturer's recommendation, and shall not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

Any 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.

1-12 SURVEY MONUMENTS

At no time during construction, reconstruction, or maintenance shall survey monuments, witness trees, or bearing trees be disturbed or damaged. If damaged or disturbed, Purchaser shall hire a licensed land surveyor to repair, replace, and/or reset them.

1-13 LOG LOADING

At no time shall the loading of logs occur on the D-5000. In addition, no debris from harvesting operations shall be allowed on this road.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

Road work must be in accordance with the State's marked location. All road work is marked as follows:

- Orange ribbon and paint for construction centerlines.
- Construction stakes for everything else.

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.

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul.

1-21 HAUL APPROVAL

The Purchaser shall not use roads under this Road Plan without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

On all roads, the Purchaser shall notify the Contract Administrator a minimum of 3 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

Written approval by Contract Administrator needs to be given at these phases of road work:

- Subgrade approval
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS

1-25 ACTIVITY TIMING RESTRICTION

On the following road(s), the specified activities are not permitted during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
D-5095.5	0+00 – 33+90	All roadwork activities including Timber Haul	October 15 th – April 15 th
D-5095.51	0+00 – 4+50	All roadwork activities including Timber Haul	October 15 th – April 15 th
D-5095.52	0+00 – 6+15	All roadwork activities including Timber Haul	October 15 th – April 15 th

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 Activity Timing Restriction, the Purchaser shall provide a maintenance plan to include further protection of State resources. The Contract Administrator must approve the maintenance plan in writing, and preventative measures shall be put in place before operation in the closure period. The Purchaser shall be 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 shall be developed. All parties shall follow this plan.

1-27 LIMITED OPERATING PERIOD FOR MARBLED MURRELET

On the following road(s), any road work, right-of-way timber falling and yarding, rock pit operations, or operation of heavy equipment must be performed during the limited operating period if implemented during the nesting season. The limited operating period runs from two hours after sunrise to two hours before sunset between April 1 through September 23. This restriction does not apply to the hauling of timber, rock, or equipment.

<u>Road</u>	<u>Stations</u>
D-5095	0+00 – 25+50, 99+45 – 103+70
D-5095.5	0+00 – 19+25

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 shall suspend road work or hauling of right-of-way timber, forest products, or rock under the following conditions:

- 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, the Purchaser will be required to cease operations, or perform corrective maintenance or repairs, subject to specifications within this Road Plan. Before and during any suspension, the Purchaser shall protect the work from damage or deterioration.

1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

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

If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road work and hauling operations. Any dirt, rock, or other material tracked or spilled on bridge or asphalt surface(s) shall be removed immediately. Any damage to the surface(s) shall be repaired at the Purchaser’s expense as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

On all roads, snow plowing shall be permitted only after the execution of a Snow Plowing Agreement, which is available from the Contact Administrator upon request. Purchaser shall request a Snow Plowing Agreement each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

At existing road approaches to county roads and state highways, any mud, dirt, rock or other material tracked or spilled on the asphalt surface shall be removed immediately by the Purchaser.

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

The following county roads and state highways are affected by this sale:

<u>Road Name</u>
Mina Smith Rd.
Quillayute Prairie Rd.

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.

C-060 Designated Roads

<u>Road</u>	<u>Stations</u>
D-5000	MP 4.2 to 15.9
D-3400	0+00 – 27+75

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 the following road(s), a grader shall be used to shape the existing surface.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-5009	0+00 – 45+30	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
D-5009.6	0+00 – 22+60	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
D-5095	0+00 – 103+70	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
D-5095.5	0+00 – 33+90	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
D-5600	0+00 – 6+40	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
D-5620	0+00 – 53+70	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
D-5620.1	8+95 – 21+00	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
D-5620.2	0+00 – 4+15	Grade, shape, compact and remove shoulder vegetation as required by contract administrator

2-9 REMOVING VEGETATIVE MATERIAL

On the following road(s), Purchaser shall remove all vegetative material, dirt, mud, and other debris on the existing road surface with a minimum loss of rock. Material removed shall be disposed of in accordance with Clause 3-21 through Clause 3-25 and Clause 4-36 through Clause 4-38. Roads to be shaped in accordance with Typical Sheet specifications.

<u>Road</u>	<u>Stations</u>
3+25 Spur	0+00 – 3+25
D-5009.61	0+00 – 8+10
D-5095.51	0+00 – 4+50
D-5095.52	0+00 – 6+15
D-5620.2	0+00 – 4+15
2+50 Spur	0+00 – 2+50
2+70 Spur	0+00 – 2+70

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

On the following road(s), vegetative material up to 5 inches in diameter, including limbs, shall be cut as shown on the Brushing Detail. Brushing shall be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation shall not be disturbed unless directed by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
D-5009	0+00 – 45+30

D-5009.6	0+00 – 22+60
D-5095	0+00 – 103+70
D-5095.5	0+00 – 33+90
D-5600	0+00 – 6+40
D-5620	0+00 – 53+70
D-5620.1	8+95 – 21+00
D-5620.2	0+00 – 4+15

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal shall not be used for brushing. Excavator buckets, log loaders and similar equipment shall not be used for brushing.

3-3 BRUSH REMOVAL

Remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets. Brush should be disposed of so that it will not fall back onto the road prism.

SUBSECTION CLEARING

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 5 inches DBH or over 15 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

Deck all merchantable right-of-way timber. Decks shall be parallel to the road centerline and placed within the cleared right-of-way. Decks shall be free of dirt, limbs and other right-of-way debris, and removable by standard log loading equipment.

3-8 PROHIBITED DECKING AREAS

Right-of-way timber shall not be decked 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 40%.
- Against standing trees unless approved by the Contract Administrator.

SUBSECTION GRUBBING

3-10 GRUBBING

Remove all stumps between the grubbing limits specified on the Typical Section Sheet. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Stump removal shall be accomplished using a hydraulic mounted excavator unless authorized, in writing, by the Contract Administrator. Grubbing shall be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Grubbed stumps shall be placed outside of the clearing limits, as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps shall be positioned upright with root wads in contact with the forest floor and on stable locations.

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract Clauses G-010 Products Sold and Sale Area or G-011 Right to Remove Forest Products and Contract Area, that is larger than one cubic foot in volume within the grubbing Typical Section Sheet.

3-21 DISPOSAL COMPLETION

All disposal of organic debris shall be completed before the application of rock.

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades road prism excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Organic debris shall not be buried unless otherwise stated in this Road Plan.

3-25 SCATTERING ORGANIC DEBRIS

Organic debris shall be scattered outside of the grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this Road Plan and as directed by the Contract Administrator.

SUBSECTION PILE

3-31 PILING

Organic debris shall be piled no closer than 20 feet from standing timber. Piles shall be free of rock and soil.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

All roads shall be constructed, reconstructed, and maintained using a track mounted hydraulic excavator unless stated otherwise within this Road Plan, or permission to do otherwise is granted in writing by the Contract Administrator.

4-2 PIONEERING

Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 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. The following standards for switchbacks shall be followed:

- Adverse grades on switchbacks shall not exceed 10%.
- Favorable grades through switchbacks shall not exceed 12%.
- Transition grades entering and leaving switchbacks shall not exceed a 5% grade change.
- Transition grades required to meet switchback grade limitations shall be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

Unless construction staked or designed excavation slopes shall be constructed 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 (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

Unless construction staked or designed embankment slopes shall be constructed 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

Excavation and embankment slopes shall be constructed 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.

Embankment widening shall be applied equally to both sides of the road to achieve the required width.

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

Turnouts shall be intervisible with maximum of 1,000 feet between turnouts unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Turnout locations shall be subject to written approval by the Contract Administrator.

4-22 TURNAROUNDS

Turnarounds shall be no larger than 50 feet long and 30 feet wide. Locations shall be subject to written approval by the Contract Administrator.

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

The Purchaser shall construct ditches into the subgrade as specified on the Typical Section Sheet. Excavated slopes shall be consistent with Clause 4-5 Cut Slope Ratio. Ditches shall be constructed concurrently with construction of the subgrade.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

On all roads, pulling ditch material across the road or mixing in with the road surface will not be allowed. Excavated material shall be disposed of as specified in Clause 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

SUBSECTION WASTE MATERIAL (DIRT)

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 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

SUBSECTION BORROW

4-47 NATIVE MATERIAL

Native material shall be excavated material free of organic debris, trash, and rocks greater than 12" in any dimension.

SUBSECTION SHAPING

4-55 ROAD SHAPING

The road subgrade and surface shall be shaped as shown on the Typical Section Sheet. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free.

4-56 DRY WEATHER SHAPING

At any time of year, the Contract Administrator may require the application of water to facilitate shaping activities. The method of water application is subject to written approval by the Contract Administrator.

SUBSECTION COMPACTION

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the Compaction List by routing equipment over the entire width of each lift. A plate

compactor must be used for areas specifically requiring keyed embankment construction, and embankment segments too narrow to accommodate equipment.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed subgrades in accordance with the Compaction List by routing equipment over the entire width, except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before placement of rock.

4-62 DRY WEATHER COMPACTION

At any time of the year, the Contract Administrator may require the application of water to facilitate compaction activities. The method of water application is subject to written approval by the Contract Administrator.

4-63 EXISTING SURFACE COMPACTION

Purchaser shall compact maintained road surfaces in accordance with the Compaction List by routing equipment over the entire width.

4-64 WASTE MATERIAL COMPACTION

All waste material shall be compacted by running equipment over it or bucket tamping.

4-65 CULVERT BACKFILL COMPACTION

Culvert backfills shall be accomplished by using a jumping jack compactor, performing at least 2 passes per lift, in lifts not to exceed 8 inches.

4-66 COMPACTION BY METHOD

Compaction shall consist of three complete passes over the entire width of each lift with a vibratory drum roller weighing a minimum of 6,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used.

SUBSECTION SUBGRADE REINFORCEMENT

5-4 PUNCHEON RESTRICTED

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator.

SUBSECTION CULVERTS

5-5 CULVERTS

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

5-11 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the Culvert List and Rock List that are not installed shall become the property of the State. Purchaser shall stockpile materials as directed by the Contract Administrator.

5-12 CONTINGENCY CULVERTS

The following culverts will be supplied by the Purchaser and will be available for installation on any road listed in the TYPICAL SECTION SHEET as directed by the Contract Administrator. Unused pipes will be located at Olympic Region Headquarters in Forks or as directed by C/A prior to contract expiration.

<u>Road</u>	<u>Size</u>
As Directed	1 18" x 30' culvert
By CA	1 18" culvert band

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Installation shall be in accordance with the Typical Cross Drain Culvert Installation Detail, Typical Type Ns Np Culvert Installation Detail, 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". Corrugated Polyethylene pipe shall be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

Cross drains on road grades in excess of 3% shall 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. Where the cross drain is at the low point in the road, culverts shall not be skewed. Cross drain culverts shall 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 shall be installed with a depth of cover of not less than 18 inches of compacted depth over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer's design, Type Ns Np Typical Detail Sheet, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

5-20 ENERGY DISSIPATERS

Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. Rock shall weigh at least 10 pounds and be placed by zero-drop-height method. Energy dissipater shall extend a minimum of ¾ foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet.

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet shall be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts or 1 ½" X 3/16" angle iron, and fastened securely to the posts with No. 10 galvanized smooth wire, or bolted using

minimum 5/16" bolts and 2 washers per bolt, in accordance with the Culvert Installation Typical Details Page.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

Catch basins shall be constructed to resist erosion. Approximate dimensions are 1-2 feet deep, 1-2 feet wide, and 2-4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Headwalls shall be constructed in accordance with the Typical Cross Drain Culvert Installation Detail at all cross drain culverts that specify the placement of rock. Rock used for headwalls shall consist of oversize or quarry spall material. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Rock shall not restrict the flow of water into culvert inlets or catch basins. No end dumping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Mora Pit	T28N R15W Sec 23, 24	Pit Run Rock

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the Rock List may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall remove no more than 450 cubic yards of 1 1/2" minus crushed rock, unless authorized by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Quantity (yd³)</u>
Mora Pit	T28N R15W Sec 23, 24	450yd ³

6-5 ROCK FROM COMMERCIAL SOURCE

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

SUBSECTION ROCK SOURCE DEVELOPMENT

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

All rock source development and use shall be in accordance with a written Rock Source Development and Reclamation Plan prepared by the State and included in this Road Plan. Rock source operations shall be conducted as directed by the Contract Administrator and in accordance with the plan. Upon completion of operations, the rock source shall be left in the condition specified in the Rock Source Development and Reclamation Plan, and approved in writing by the Contract Administrator. The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources shall be in accordance with the following unless otherwise specified in Rock Source Development and reclamation plan:

- Pit walls shall not be undermined or over-steepened. The maximum slope of the walls shall 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 shall be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches shall be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches shall be uniform and free-draining at a minimum 2% outslope gradient.
- All operations shall 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.
- Block all vehicle access to the top of the pit faces.

6-15 REQUIRED ROCK SOURCE WORK

The following rock source work is required. Work is to be done according to the approved Rock Source Development and Reclamation Plan and as directed by the Contract Administrator.

<u>Site</u>	<u>Requirements</u>
Mora Pit	Strip approximately 1 acre

SUBSECTION ROCK GRADATIONS

6-29 1 ½-INCH MINUS CRUSHED ROCK

% Passing 1 ½" square sieve	100%
% Passing 1" square sieve	50 - 85%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

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

6-52 OVERSIZE

% Passing 8" square sieve	100%
% Passing 4" square sieve	0%

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

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths are defined as the compacted depth(s) using the compaction methods required in this Road Plan. Estimated quantities specified in the Rock List are estimated truck 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.

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

Subgrade drainage installation including grading and compaction, shall be completed and approved in writing by the Contract Administrator, before rock application.

6-71 ROCK APPLICATION

Rock shall be applied in accordance with the specifications and quantities shown on the Rock List. Rock shall be spread, shaped, and compacted full-width concurrent with rock hauling operations. Rock shall be compacted in accordance with Compaction List, in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply 1 ½" minus crushed rock in accordance with the quantities shown on the Rock List.

<u>Road</u>	<u>Stations</u>	<u>Amount</u>
D-5095	0+00 – 103+70	250 yd ³

6-73 ROCK FOR WIDENED PORTIONS

Turnarounds, turnouts, and areas with curve widening shall have rock applied to the same depth and specifications as the traveled way.

6-78 ROCK FOR SPOT PATCHING

Rock for spot patching shall be applied before any grading is done and before any rock lifts are applied. Once applied, spot patches shall be graded into the existing running surface.

SECTION 7 – STRUCTURES

SUBSECTION STREAM CROSSING STRUCTURES GENERAL

7-5 STRUCTURE DEBRIS

The Purchaser shall ensure that debris from the installation or removal of structures does not enter any stream. Components removed from the existing structures(s) shall be placed at designated site(s), as directed in writing by the Contract Administrator. The Purchaser is responsible for maintaining a clean jobsite, with all materials stored away from any high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream shall be removed immediately and placed in the site(s) designated for stockpiling or disposal. The Purchaser is responsible for retrieving all material carried downstream from the jobsite by the stream current.

7-6 STREAM CROSSING INSTALLATION

Installation of stream crossing structures shall be in accordance with the manufacturer's requirements, and as directed by the District Engineer or their designee.

7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES

Bank protection shall be designed and constructed to prevent the undermining of the structure.

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

On the following road(s), Purchaser shall install sediment control structures as listed below.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
D-5095	94+25 – 95+20	Silt Fence in Ditch L,R
D-5095.5	1+90 – 4+90	Silt Fence in Ditch L,R

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall furnish and evenly spread a 3-inch layer of straw to all exposed soils at stream culvert installations. Soils shall not be allowed to sit exposed during any rain event.

SUBSECTION REVEGETATION

8-15 REVEGETATION

Purchaser shall grass seed and hay mulch all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pull back areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of revegetation must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

All seed, mulch, hay, matting, etc. will be provided by the Purchaser.

8-17 REVEGETATION TIMING

Purchaser shall perform revegetation during the first available opportunity. Soils shall not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator. Soils shall not be allowed to sit exposed during any rain event.

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover over the revegetated area. The protective cover may consist of, but not be limited to, such items as dispersed hay mulch 3" thick or jute matting.

8-19 ASSURANCE FOR SEEDED AREA

The Purchaser shall be responsible to ensure a uniform and dense crop of grass. The Purchaser shall reapply the seed and/or mulch in areas that have been damaged through any cause before approval from the Contract Administrator. The Purchaser shall restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and/or mulch at no additional cost to the state.

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soils at a rate of 60 pounds per acre of exposed soil.

<u>Seed Species</u>	<u>% by Weight</u>
• Perennial Ryegrass	40.00
• Creeping Red Fescue	40.00
• White Dutch Clover	10.00
• Colonial Bentgrass	10.00

Grass seed shall 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

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

Post-haul maintenance shall be performed in accordance with the Forest Access Road Maintenance Specifications and as specified below.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator.
D-5095	0+00 – 103+70	Apply post haul rock per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

On all roads, Purchaser shall provide for drainage of the landing surface as approved in writing by the Contract Administrator.

9-11 LANDING EMBANKMENT

On all roads, landing embankments shall be sloped to original construction specifications.

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

Geotextiles shall meet the following minimum requirements for strength and property qualities, and shall be designed by the manufacturer to be used for filtration. Woven slit-film geotextiles will not be allowed. Material shall be free of defects, cuts, and tears.

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.

Water permittivity	D 4491	0.02 sec ⁻¹
Grab tensile strength	D 4632	180 lb in machine direction, 100lb in cross-machine direction
Grab tensile elongation	D 4632	30% max. at 180 lb or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

SUBSECTION CULVERTS

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts shall meet AASHTO M-294 specifications. Culverts shall be Type S – double walled with a corrugated exterior and smooth interior.

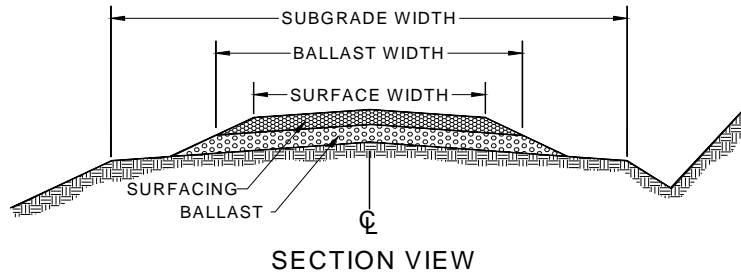
10-20 FLUME AND DOWNSPOUT

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

10-22 PLASTIC BAND

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

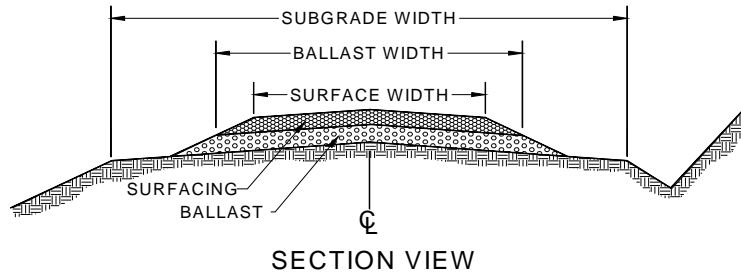
ROCK LIST SHEET



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources: 1— Mora Pit Pit Run 2: Commercial 1 ½" Minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
D-5009															
Spot Patch	0+00	45+30							2				100		
Lift	16+80	45+30		1	12	6	40	1140							
Turnaround	23+55			1				50							
Turnout	28+90			1				30							
Culvert Install	41+50			1				20							
Turnaround	42+20			1				50							
3+25 Spur															
Lift	0+00	3+25	17	1	12	12	70	230							
Landing	3+25			1				50							
D-5009.6															
Lift	0+00	22+60		1	12	6	40	900							
Turnout	5+70			1				30							
Turnaround	18+75			1				50							
D-5009.61															
Lift	0+00	8+10	17	1	12	12	70	570							
Culvert Install	0+30			1				20							
Culvert Install	2+80			1				20							
Culvert Install	4+10			1				20							
Totals:								1: 3180					2: 100		

ROCK LIST SHEET CONTINUED



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources: 1 -- Mora Pit Pit Run 2: Commercial 1 ½" Minus

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd³/sta)	Pitrun SUBTOTAL(yd³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd³/sta)	Crushed Subtotal(yd³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd³)
D-5009.61															
Turnaround	5+00			1			50								
Culvert Install	6+70			1			20								
Culvert Install	7+65			1			20								
Landing	8+10			1			50								
D-5095															
Spot Patch	0+00	103+70							2				100		
Post-Haul	0+00	103+70							2				250		
D-5095.5															
Lift	0+00	33+90		1	12	6	40	1360							
Culvert Replace	1+90			1			20								
Turnout	17+70			1			30								
Turnaround	24+70			1			50								
Culvert Replace	30+60			1			20								
D-5095.51															
Lift	0+00	4+50	17	1	12	12	70	320							
Landing	4+50			1			50								
D-5095.52															
Lift	0+00	6+15	17	1	12	12	70	430							
Landing	6+15			1			50								
Totals:								1: 2470					2: 350		

COMPACTION LIST

Road	Stations	Type	Max Depth per Lift (In)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Construction/ Reconstruction	All	Culvert Backfills	6	Jumping Jack	N/A	3	N/A
Construction/ Reconstruction	All	Subgrade, Embankment	6	Vibratory Smooth Drum Roller	6,000	3	3
Construction/ Reconstruction	All	Rock Placement	6				
Pre-Haul Maintenance	All	Existing Pre-haul Surface	6				
Pre-Haul Maintenance, Post-Haul Maintenance	All	Rock Lifts	6				
Pre-Haul Maintenance	All	Culvert Backfills	6	Jumping Jack	N/A	3	N/A
Waste Areas	See Clause 4-37	Waste Material	24	Excavation Equipment	See Clause 4-39		

Typical Type Ns, Np Culvert Installation Detail Sheet.

-Water shall be diverted away from the work site before any "in stream" work begins, and shall continue until culvert installation is complete.

-Culvert lay shall match stream gradient up to 5%.

-Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.

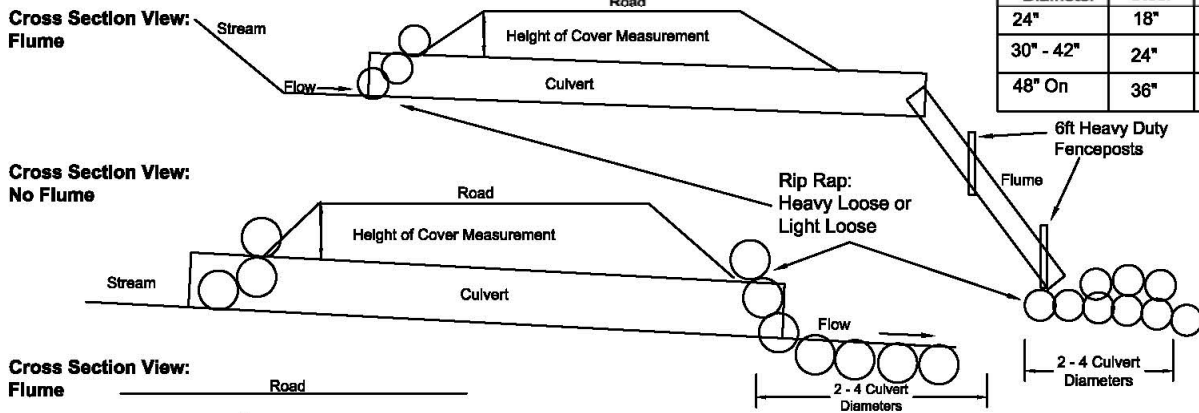
-Rip rap shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.

-Rip rap shall be placed at headwalls, along the fill at the inlet, and at the end of flumes in accordance with this Detail. On culverts with no flume rip rap shall be placed along the fill at the outlet, unless there is stream drop or it is called for in the Road Plan, at which point it will be installed as an energy dissipater at the end of the culvert as specified in this Detail. All rip rap distance to be determined by the Contract Administrator or the District Engineer.

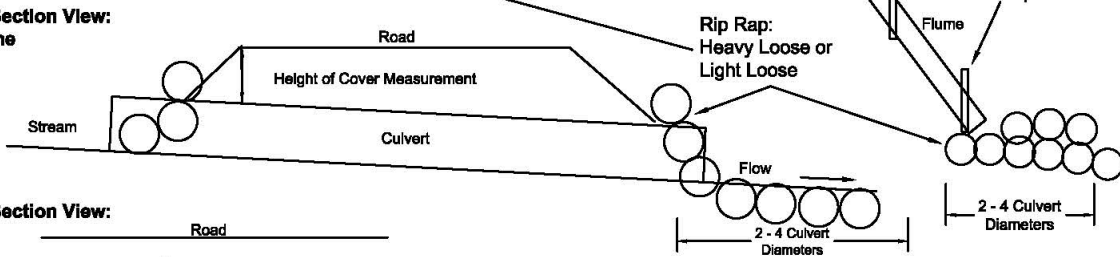
-Backfill compaction shall be achieved using a jumping jack, walk behind vibratory roller, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus 3 times the width of the compactor footprint used.

Culvert Minimum Cover		
Diameter	Steel	Plastic
24"	18"	24"
30" - 42"	24"	24"
48" On	36"	36"

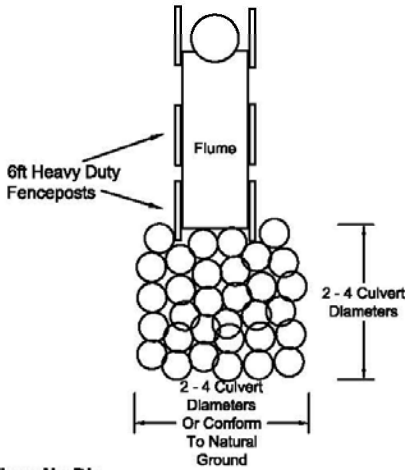
Cross Section View: Flume



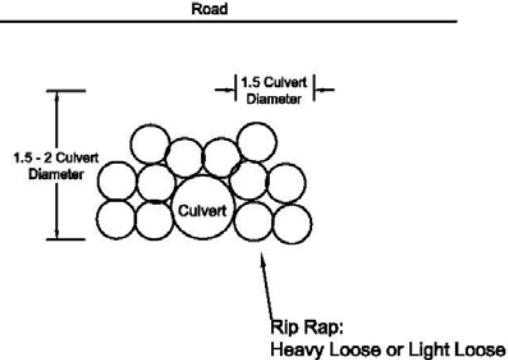
Cross Section View: No Flume



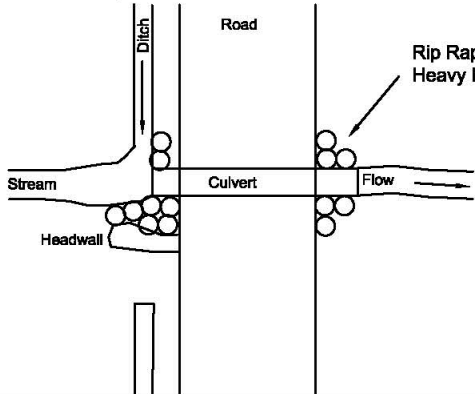
Cross Section View: Flume



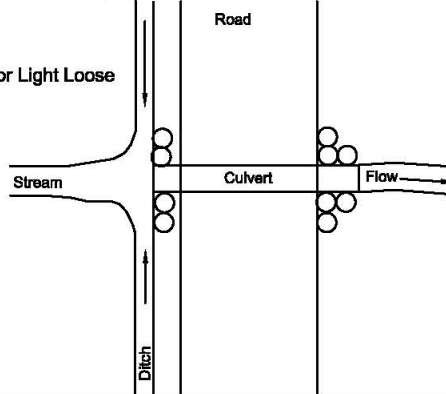
Cross Section View: No Flume



Plan View: No Dip



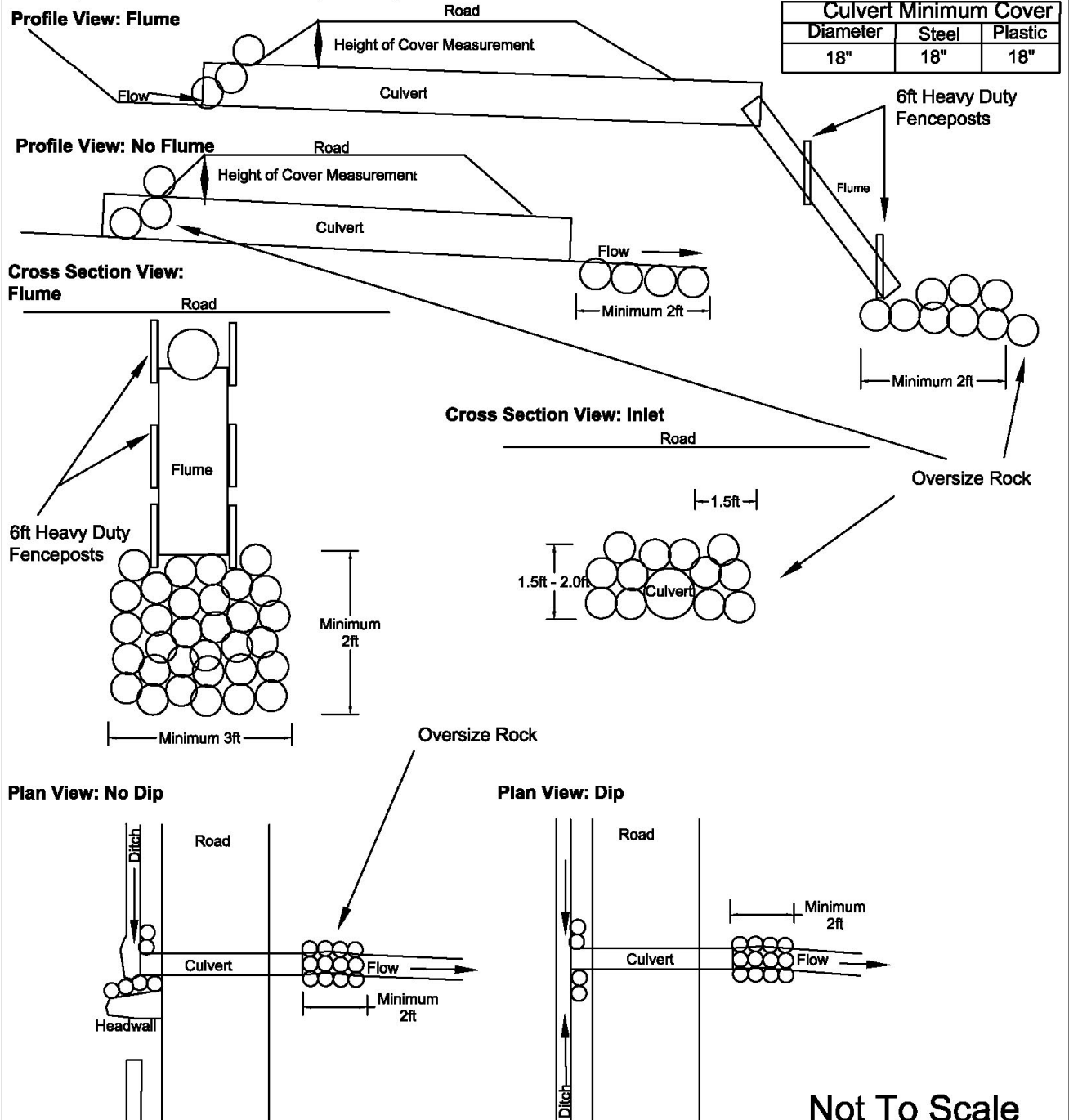
Plan View: Dip



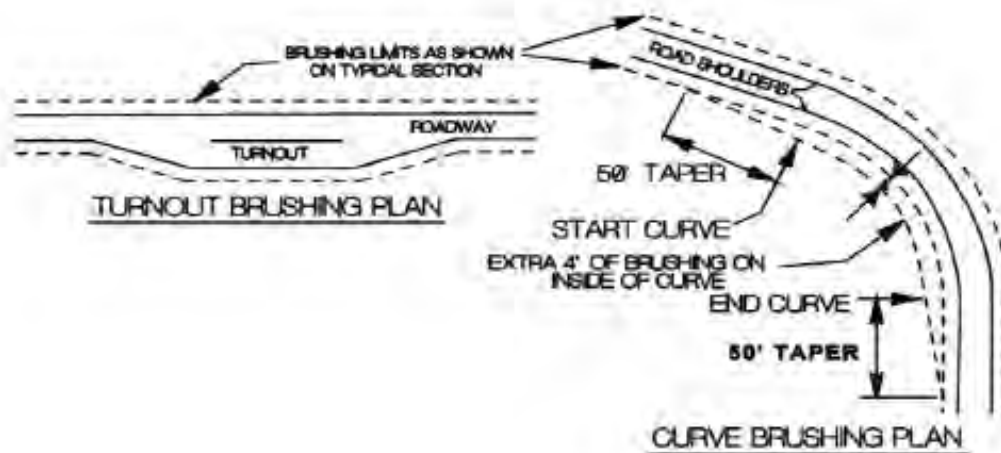
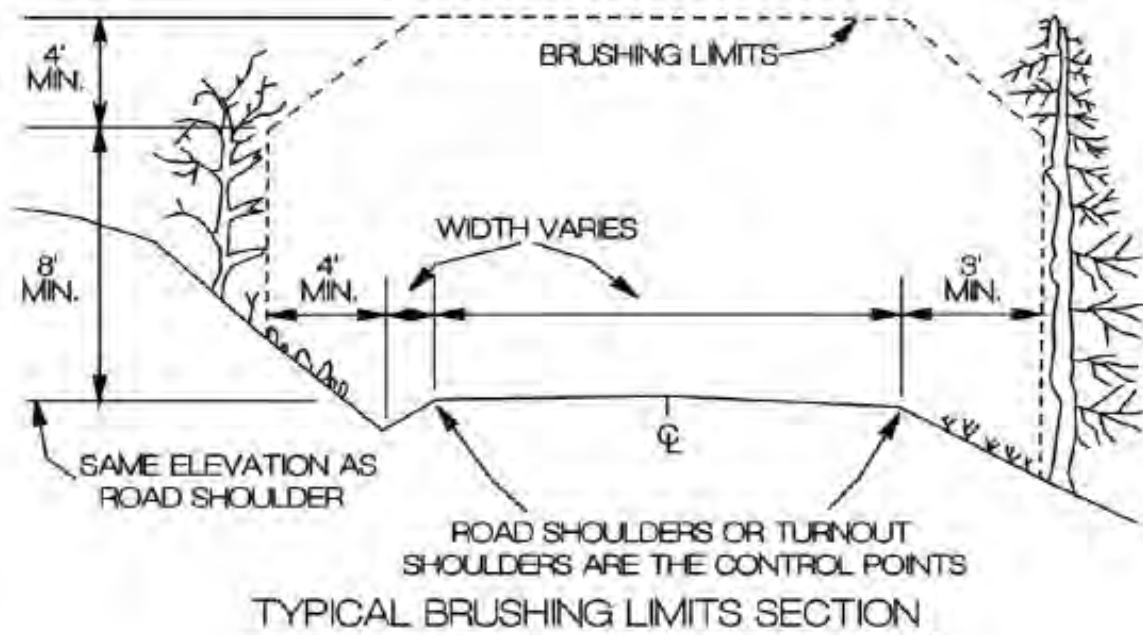
Not To Scale

Typical Cross Drain Culvert Installation Detail Sheet

- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipater as specified in this Detail. All oversize distance to be determined by the Contract Administrator.
- Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus at least the width of the compactor footprint used..

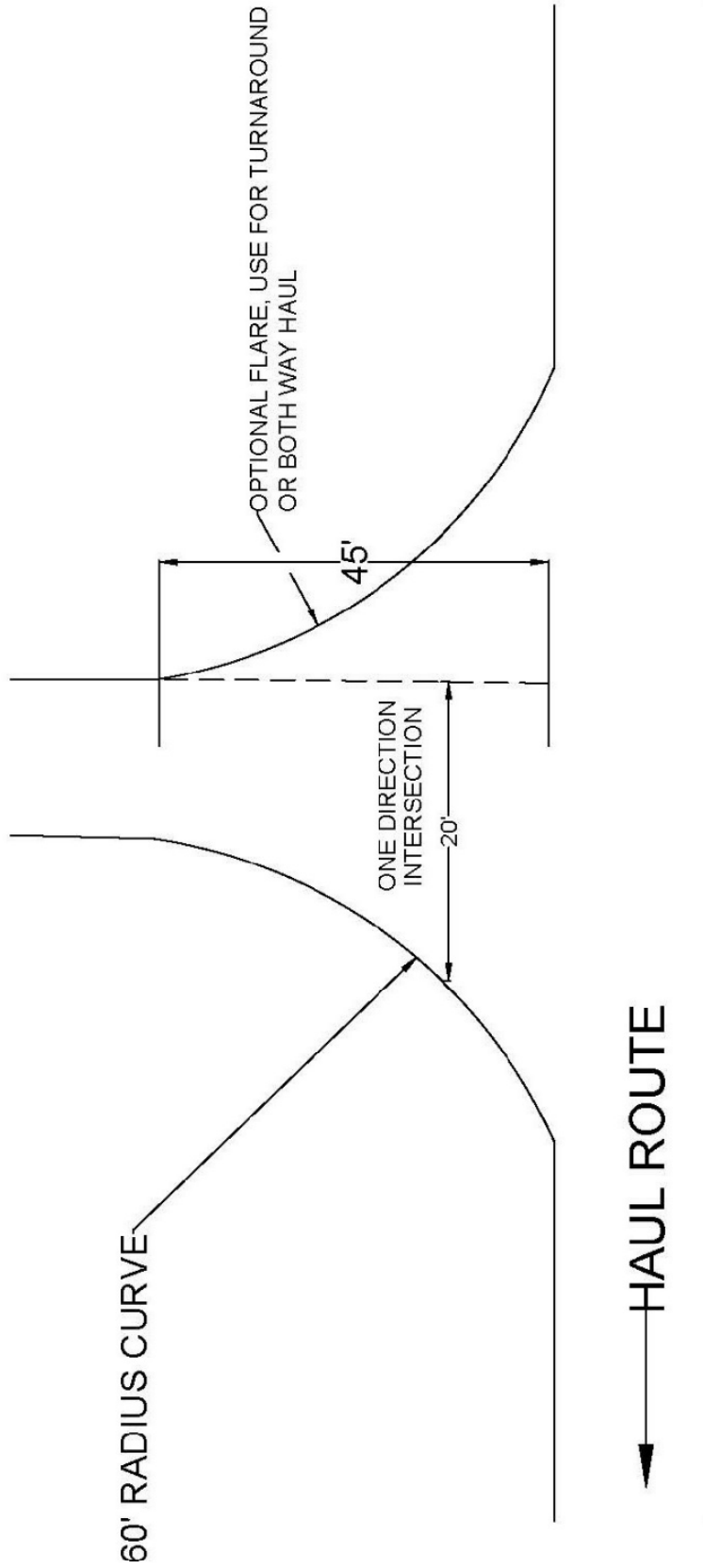


BRUSHING DETAIL



- 1) ALL VEGETATION WITHIN THE BRUSHING LIMITS SHALL BE CUT TO WITHIN 8" OF THE GROUND, UNLESS OTHERWISE DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 2) ALL BRUSH, TREES, LIMBS, ETC. SHALL BE REMOVED FROM THE ROAD SURFACE.
- 3) ALL BRUSH, TREES, LIMBS, ETC. THAT MAY RESTRICT THE FLOW OF WATER SHALL BE REMOVED FROM THE DITCH LINE.
- 4) ALL DEBRIS THAT MAY ROLL OR MIGRATE INTO THE DITCH LINE SHALL BE REMOVED.

TYPICAL INTERSECTION



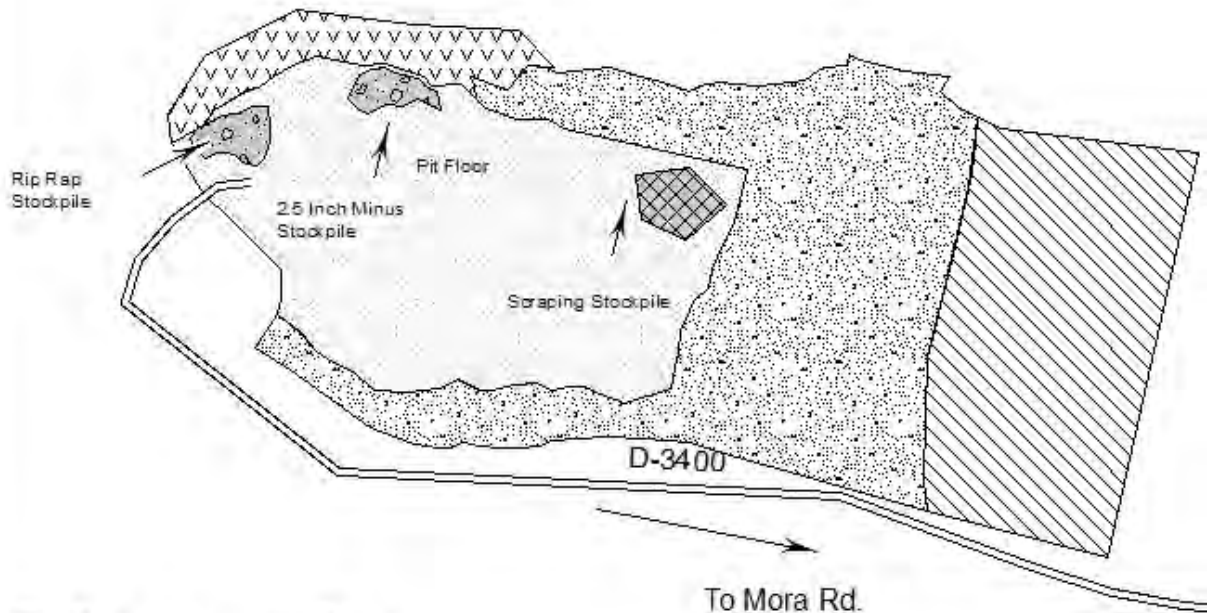
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Mora Pit Plan

Sec. 23 & 24, T28N, R15W

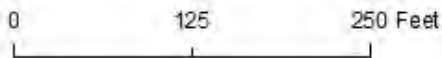


Legend	
	Approach Road
	Future Stripping Area
	Crushed Rock Stock
	New Scraping Stockpile
	Pit Floor
	Reclaimed Area
	Rip Rap Stockpile
	Stripped Area



Pit Development Plan

1. Areas to be developed as directed by the Contract Administrator.
2. Working face height shall not exceed 15 feet.
3. Waste material and oversize material shall be placed as directed by the Contract Administrator. Segregate soil & wood.
4. Pit face shall not be mined to within 15' of any unstripped area.
5. 4" shall be scalped off of stripped area before use on D3400.1 road. Scalped material is to be stockpiled on pit floor away from overburden and may be used on other roads.



Kerschner, 6/23

SUMMARY - Road Development Costs													
SALE NAME:	Upper 5000	CONTRACT#:	30-104821	REGION:	Olympic	DISTRICT:	Coast					TOTAL	
LEGAL DESCRIPTION:	0											SHEET #2-3	
ROAD NAME:		3+25 Spur	D-5009.61	D-5095.51	D-5095.52	2+50 Spur	D-5009.6	D-5095	D-5095.5	D-5009.6	D-5600	TOTAL:	
ROAD TYPE:		Recon.	Recon.	Recon.	Recon.	Recon.	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul		
NUMBER OF STATIONS:		3.25	8.10	4.50	6.15	2.50	22.60	103.70	33.90	6.40	239.10	378.90	
SIDESLOPE:		25%	25%	25%	25%	25%	0%	0%	0%	0%	150%	0%	
CLEARING AND GRUBBING:		\$278	\$693	\$385	\$526	\$214	\$0	\$0	\$0	\$0	\$2,326	\$0	
ROAD BRUSHING:		\$59	\$146	\$81	\$111	\$45	\$815	\$407	\$610	\$115	\$4,304	\$1,258	
EXCAVATION AND FILL:		\$826	\$2,059	\$1,144	\$1,564	\$636	\$0	\$0	\$0	\$0	\$6,916	\$0	
ROAD GRADING:		\$21	\$53	\$29	\$40	\$16	\$294	\$147	\$674	\$42	\$1,554	\$2,463	
DITCH CLEANING/CONSTRUCTION:		\$127	\$0	\$176	\$240	\$98	\$105	\$0	\$0	\$0	\$745	\$0	
ROCK TOTALS (Cu. Yds./)ROCK COSTS:													
Ballas:	7609	280	770	370	480	230	1,290	980	0	1,480	0	6139	1470
		\$6,286	\$15,685	\$8,140	\$10,568	\$3,788	\$4,274	\$22,560	\$0	\$32,412	\$0	\$132,751	24,744
Surface:	450	0	0	0	0	0	0	0	100	0	0	200	250
		\$0	\$0	\$0	\$0	\$0	\$2,176	\$0	\$2,003	\$0	\$0	\$0	\$5,003
Oversize:	0	0	0	0	0	0	0	0	0	0	0	0	0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:		\$0	\$4,957	\$0	\$0	\$0	\$1,848	\$0	\$0	\$2,464	\$0	\$10,193	\$0
STRUCTURES:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:		\$19	\$47	\$26	\$36	\$15	\$265	\$132	\$607	\$198	\$37	\$1,399	\$2,217
OVERHEAD:		\$685	\$2,128	\$898	\$1,178	\$433	\$2,755	\$1,860	\$412	\$2,872	\$16	\$13,804	\$3,119
TOTAL COSTS:		\$8,301	\$25,767	\$10,879	\$14,262	\$5,244	\$37,192	\$25,105	\$5,562	\$38,777	\$210	\$178,169	\$38,803
COST PER STATION:		\$2,554	\$3,181	\$2,418	\$2,319	\$2,098	\$821	\$1,111	\$54	\$1,144	\$33	\$745	\$102
MOBILIZATION:													
						\$7,750							
ROAD DEACTIVATION AND ABANDONMENT COSTS:						\$0							
Pit Work			\$20,000					Posthaul				TOTAL (All Roads) =	\$246,522
								Prehaul				SALE VOLUME MBF =	5,175
								Reconst.				TOTAL COST PER MBF =	\$47.64
								Const.				TOTAL COST PER STATION =	\$398.90
NOTE: This appraisal has no allowance for profit and risk.													
Sheet 1 of 3													
Plans to be furnished by:						Emma Hein							Date: 10/19/2023

SUMMARY - Road Development Costs													
SALE NAME:	Upper 5000	CONTRACT#:	30-104821	REGION:	Olympic	DISTRICT:	Coast						
LEGAL DESCRIPTION:	0												
ROAD NAME:	D-5620	D-5620.2	D-5620.1	3+25 Spur	D-5009.61	D-5095.51	D-5095.52	2+50 Spur	2+70 Spur	D-5009	D-5009.6	D-5095	D-5095.5
ROAD TYPE:	Prehaul	Prehaul	Prehaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul
NUMBER OF STATIONS:	54	4	12	3	8	5	6	3	3	45	23	104	34
SIDESLOPE:	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
CLEARING AND GRUBBING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD BRUSHING:	\$967	\$75	\$217	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXCAVATION AND FILL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD GRADING:	\$349	\$27	\$78	\$21	\$53	\$29	\$40	\$16	\$18	\$294	\$147	\$674	\$220
DITCH CLEANING/CONSTRUCTION:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROCK TOTALS (Cu. Yds./)ROCK COS	0	0	0	0	0	0	0	0	0	0	0	0	0
Ballast:	650	340	480	0	0	0	0	0	0	0	0	0	0
	\$11,349	\$5,561	\$7,834	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surface:	0	0	0	0	0	0	0	0	0	0	0	250	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,003	\$0
Oversize:	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STRUCTURES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:	\$314	\$24	\$70	\$19	\$47	\$26	\$36	\$15	\$16	\$265	\$132	\$607	\$198
OVERHEAD:	\$1,038	\$455	\$656	\$4	\$11	\$6	\$8	\$3	\$4	\$62	\$31	\$691	\$46
TOTAL COSTS:	\$14,017	\$6,142	\$8,855	\$45	\$111	\$62	\$84	\$34	\$37	\$621	\$310	\$6,974	\$465
COST PER STATION:	\$261	\$1,480	\$735	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$67	\$14

		SUMMARY - Road Development Costs					
SALE NAME:	Upper 5000	CONTRACT#:	30-104821	REGION:	Olympic	DISTRICT:	Coast
LEGAL DESCRIPTION	0						
ROAD NAME:		D-5600	D-5620	D-5620.2	D-5620.1		
ROAD TYPE:		Posthaul	Posthaul	Posthaul	Posthaul		
NUMBER OF STATIONS:		6	54	4	12		
SIDESLOPE:		0%	0%	0%	0%		
CLEARING AND CRUBBING:		\$0	\$0	\$0	\$0		
ROAD BRUSHING:		\$0	\$0	\$0	\$0		
EXCAVATION AND FILL:		\$0	\$0	\$0	\$0		
ROAD GRADING:		\$42	\$349	\$27	\$78		
DITCHING:		\$0	\$0	\$0	\$0		
ROCK TOTALS (Cu. Yds.)/ROCK COS		0	0	0	0		
Ballast:		0	0	0	0		
Surface:		\$0	\$0	\$0	\$0		
Oversize:		0	0	0	0		
		\$0	\$0	\$0	\$0		
CULVERTS AND FLUMES:		0	0	0	0		
		\$0	\$0	\$0	\$0		
STRUCTURES:		\$0	\$0	\$0	\$0		
MISC. EXPENSES:		\$37	\$314	\$24	\$70		
OVERHEAD:		\$9	\$73	\$6	\$16		
TOTAL COSTS:		\$88	\$736	\$57	\$165		
COST PER STATION:		\$14	\$14	\$14	\$14		

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides from ditches and the roadway. Repair fill-failures in accordance with Clause 4-6 Embankment Slope Ratio, and with 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, shape, and compact the road surface, turnouts, and shoulders to the original shape on the Typical Section Sheet, to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

Drainage

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

Preventative Maintenance

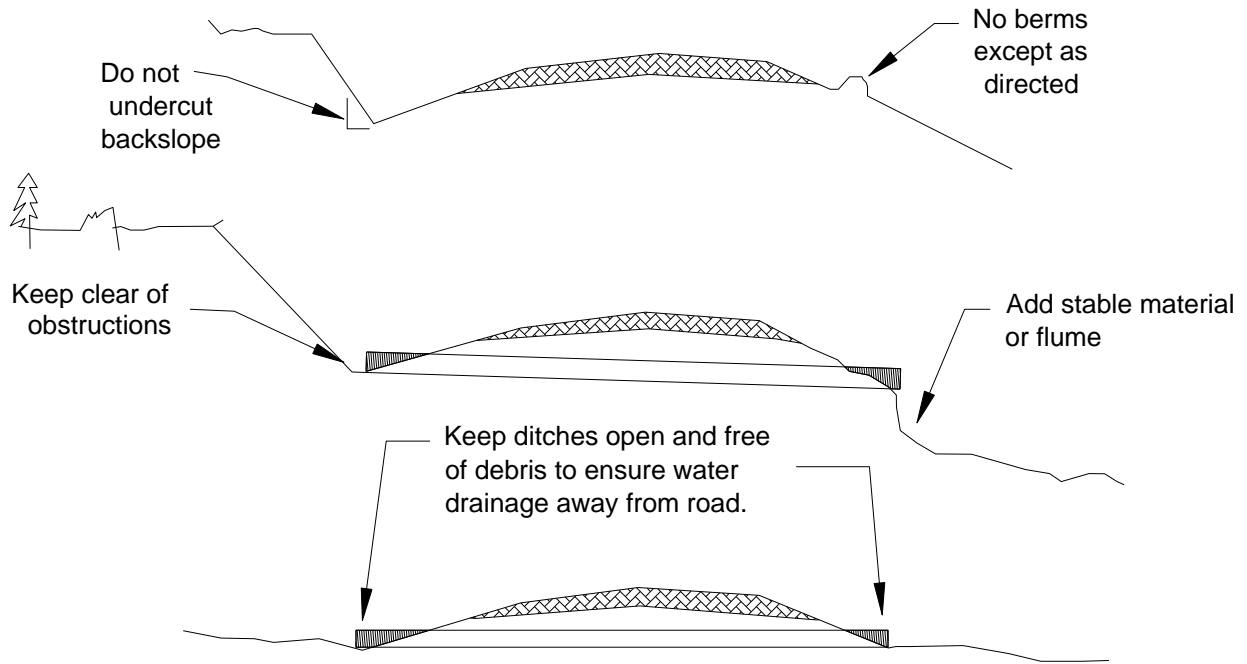
Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

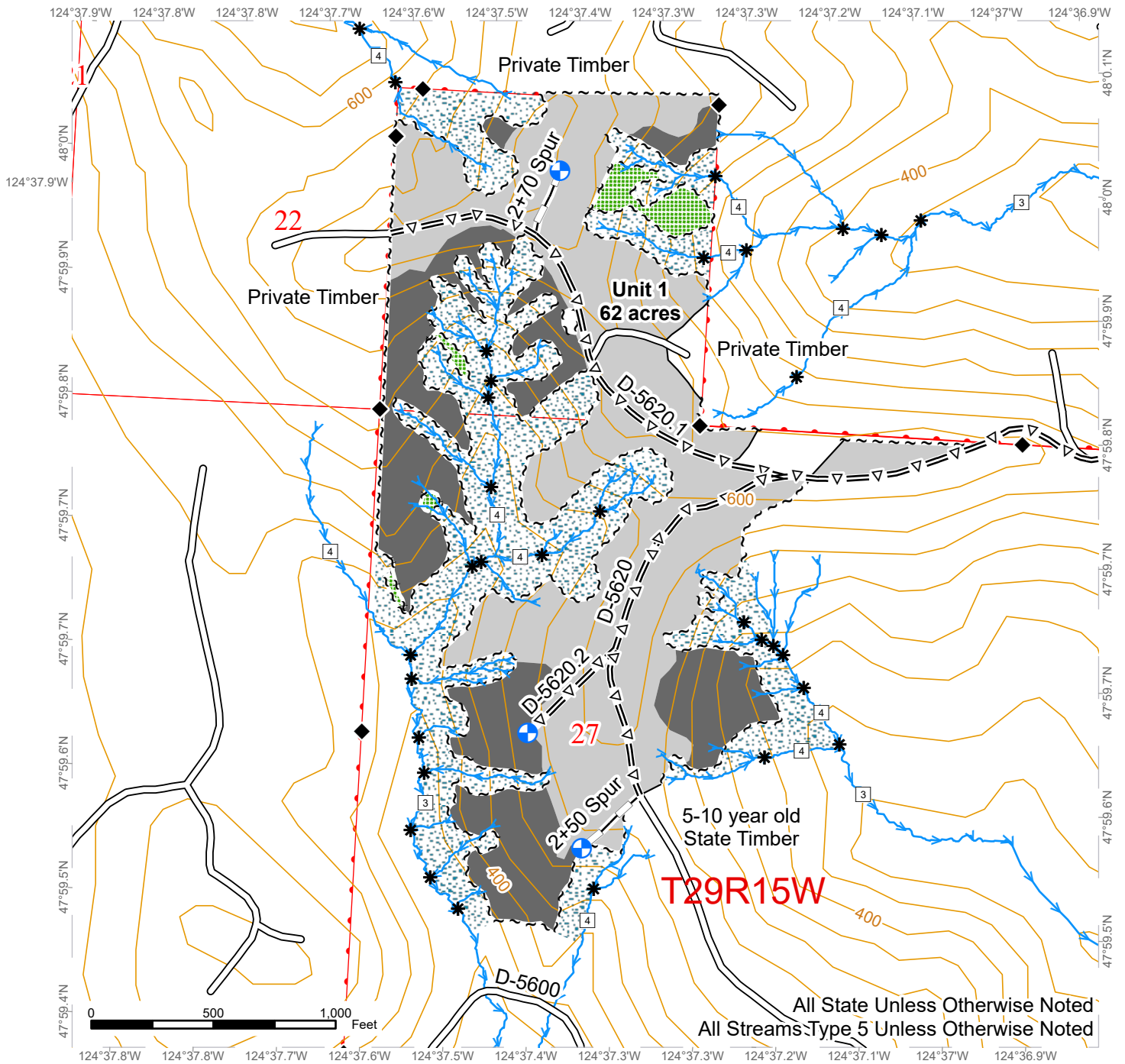
Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



LOGGING PLAN MAP

SALE NAME: UPPER 5000
AGREEMENT#: 30-104821
TOWNSHIP(S): T29R15W, T30R14W, T30R15W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 100' - 790'



All State Unless Otherwise Noted
 All Streams Type 5 Unless Otherwise Noted

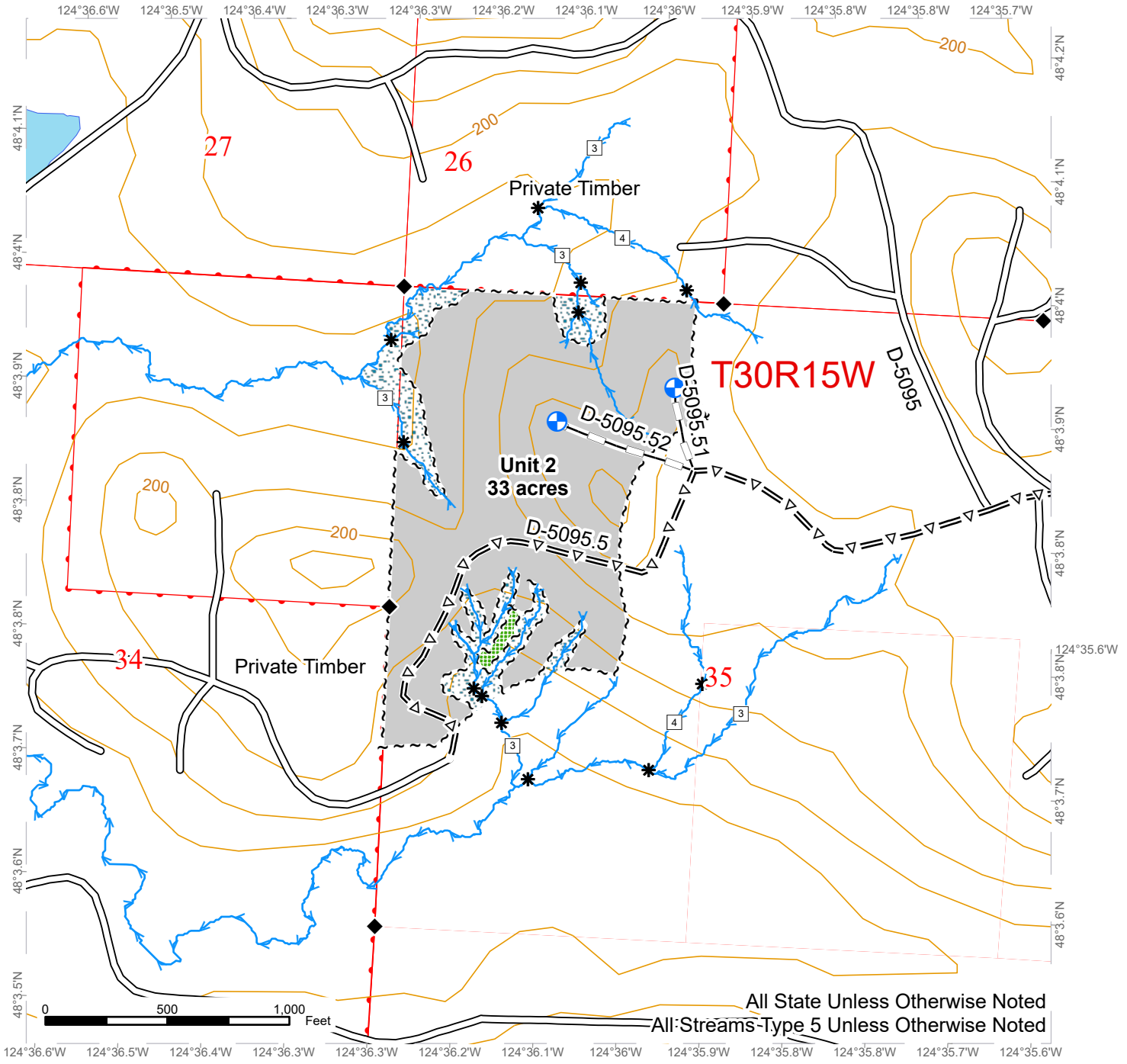
~ ~ Sale Boundary Tags	— Timber Type Change	▨ Riparian Mgt Zone
— Timber Type Change	⚡ Leave Tree Tags	— Contours 40-foot
⚡ Leave Tree Tags	— Streams	▨ Ground
Existing Roads	□ Stream Type	▨ Cable
=Δ Optional Pre-Haul Maintenance	* Stream Type Break	▨ Public Land Survey Townships
— Optional Reconstruction	◆ Survey Monument	▨ Public Land Survey Sections
⊕ Proposed Landing	▨ Leave Tree Area	▨ DNR Managed Lands
~ ~ Sale Boundary Tags		



LOGGING PLAN MAP

SALE NAME: UPPER 5000
AGREEMENT#: 30-104821
TOWNSHIP(S): T29R15W, T30R14W, T30R15W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 100' - 790'



All State Unless Otherwise Noted
 All Streams-Type 5 Unless Otherwise Noted

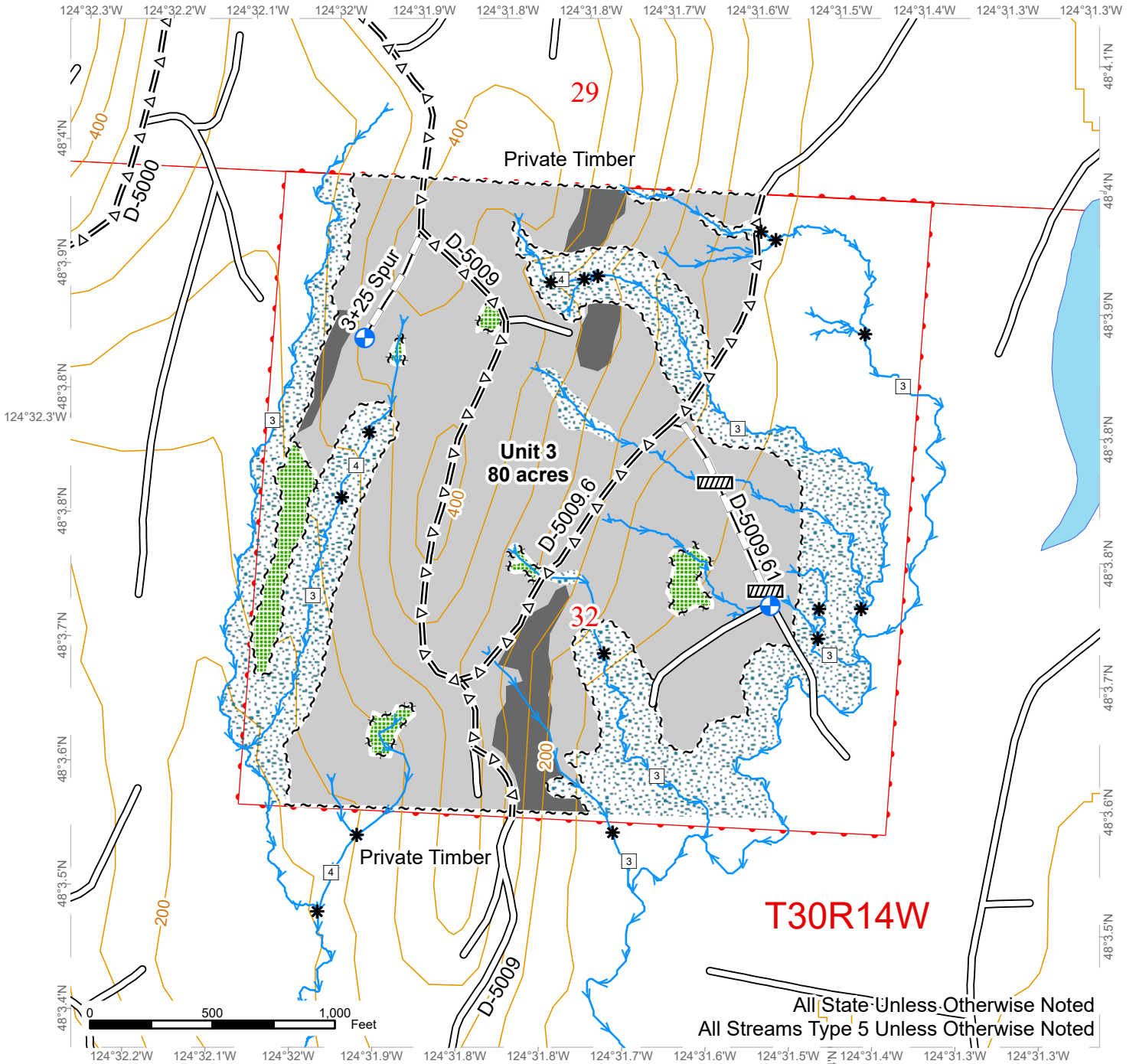
~ ~ Sale Boundary Tags	~ ~ Leave Tree Tags	~ ~ Leave Tree Tags	~ ~ Leave Tree Tags	~ ~ Leave Tree Tags	~ ~ Leave Tree Tags
Existing Roads	Streams	Stream Type	Stream Type Break	Survey Monument	Leave Tree Area
Optional Pre-Haul Maintenance	Optional Reconstruction	Proposed Landing	~ ~ Sale Boundary Tags	Leave Tree Tags	Riparian Mgt Zone
Optional Reconstruction	Proposed Landing	~ ~ Sale Boundary Tags	Leave Tree Tags	Riparian Mgt Zone	Contours 40-foot
~ ~ Sale Boundary Tags	Leave Tree Tags	Riparian Mgt Zone	Contours 40-foot	Ground	Public Land Survey Townships
Public Land Survey Townships	Public Land Survey Sections	DNR Managed Lands			



LOGGING PLAN MAP

SALE NAME: UPPER 5000
AGREEMENT#: 30-104821
TOWNSHIP(S): T29R15W, T30R14W, T30R15W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 100' - 790'



All State Unless Otherwise Noted
 All Streams Type 5 Unless Otherwise Noted

~ ~ Sale Boundary Tags	+ + Leave Tree Tags	— Contours 40-foot
+ + Leave Tree Tags	— Streams	■ Ground
— Existing Roads	□ Stream Type	■ Cable
=Δ Optional Pre-Haul Maintenance	* Stream Type Break	■ Public Land Survey Townships
— Optional Reconstruction	■ Leave Tree Area	■ Public Land Survey Sections
⊕ Proposed Landing	■ Riparian Mgt Zone	■ DNR Managed Lands
▨ Stream Crossing		
~ ~ Sale Boundary Tags		



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	A	B	C	D	E	F	G	H	I
1	ATB Indexing Form								
2	<i>Note: Please leave fields blank if not applicable</i>						PAS Initials	BH	
3	Prefix	55							
4	Agreement Number	55-000439							
5	Document Type	contract							
6	Agreement Name								
7	Transaction Type	easement - road							
8	Effective Date/Date Granted	5/24/1971							
9	Expiration Date	Indef.							
10	Grantee/Lessee/Buyer	DNR							
11	Grantor/Lessor/Seller	WA State Aeronautics Commission							
12									
13	Water Body (aquatics)								
14	Notes (Deed file # or Aquatic Plate Reference)								
15	Additional Parcel Information or special instructions	recording #403576							
16									
17	GIS Parcel ID Entries	County	Ciallam	<i>County,</i>					
18									
19		Region	Olympic						
20					Sec	Tsp	Range	E/W	G. Lot
21	Parcel ID 1		Parcel ID 21		1	28	15	W	
22	Parcel ID 2		Parcel ID 22						
23	Parcel ID 3		Parcel ID 23						
24	Parcel ID 4		Parcel ID 24						
25	Parcel ID 5		Parcel ID 25						
26	Parcel ID 6		Parcel ID 26						
27	Parcel ID 7		Parcel ID 27						
28	Parcel ID 8		Parcel ID 28						
29	Parcel ID 9		Parcel ID 29						
30	Parcel ID 10		Parcel ID 30						
31	Parcel ID 11		Parcel ID 31						
32	Parcel ID 12		Parcel ID 32						
33	Parcel ID 13		Parcel ID 33						
34	Parcel ID 14		Parcel ID 34						
35	Parcel ID 15		Parcel ID 35						
36	Parcel ID 16		Parcel ID 36						
37	Parcel ID 17		Parcel ID 37						
38	Parcel ID 18		Parcel ID 38						
39	Parcel ID 19		Parcel ID 39						
40	Parcel ID 20		Parcel ID 40						

REC 1/27/2014

EASEMENT

The Grantor, WASHINGTON STATE AERONAUTICS COMMISSION, grants and conveys to the DEPARTMENT OF NATURAL RESOURCES, Grantee, its successors and assigns, a permanent non-exclusive easement to construct, use, maintain, repair, improve and replace a road or roads over and across the following described land in Clallam County, State of Washington, to wit:

That portion of Section 1, Township 28 North, Range 15 West, included within the limits of a strip of land one hundred (100) feet in width lying fifty (50) feet on either side of a centerline located approximately as shown in red on the plat attached hereto as Exhibit "A" and by this reference made a part hereof.

The rights granted herein shall be subject to the following terms and conditions:

1. The roads to be constructed on the right of way shall be used for: (a) land management and administrative activities, (b) valuable material removal, and (c) public access to all lands served by the road under such rules, regulations, limitations, and restrictions as may be established by the Grantee.
2. The Grantee may grant, convey, transfer, or assign, or permit the use and occupancy of the road by grant of easement, lease, license, permit or otherwise, all or any part of the easement and rights granted herein to any individual, partnership, corporation or political body or agency, including, but not limited to, municipal, State, or Federal agencies for any purpose whatsoever.
3. The Grantor reserves to itself, its successors and assigns, all rights and privileges not expressly granted to the Grantee including the right to use at its own risk the right of way and road constructed thereon.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 24th day of May, 1971.

WASHINGTON STATE AERONAUTICS COMMISSION

By [Signature]
Its Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Ronald R. Pretti, to me known to be the Director of the Washington State Aeronautics Commission of the State of Washington, the agency that executed the within and foregoing instrument, 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 for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of May, 1971.

[Signature]
Notary Public in and for the State
of Washington, residing at
Seattle

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

RIGHT OF WAY PLAT

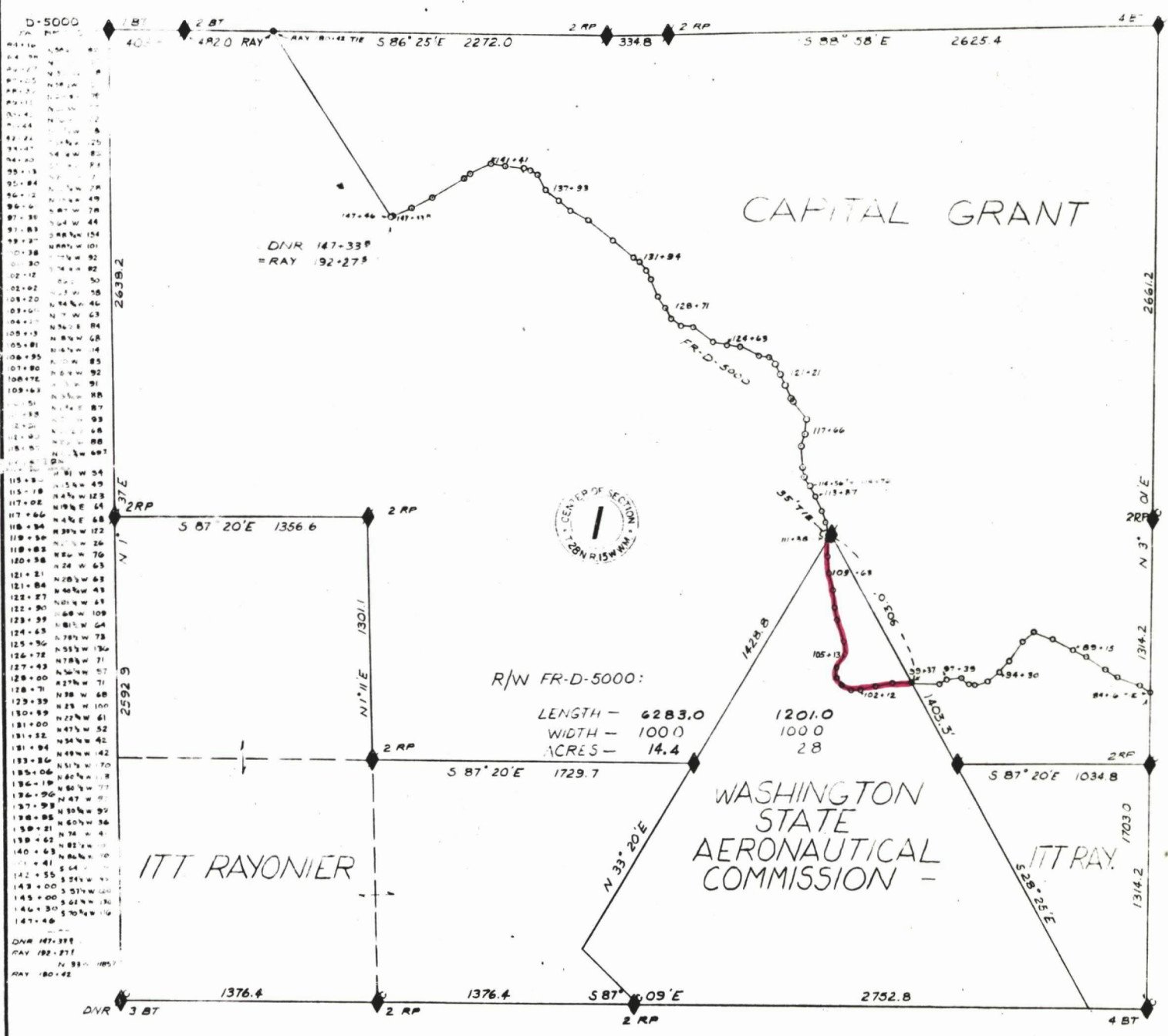
FR-D-5000 ROAD

SEC. 1 T. 28N. R. 15W. W.M.

CLALLAM COUNTY, WASH.

SCALE 1 INCH = 400 FEET

*60x168
Olympia 98501
Atty. General
Andrew Salvo*



DECLINATION 22 1/2° E
 TRAVERSED BY: H. HAUBRICK
 DRAWN BY: T. TRANTOW
 DATE 12 APRIL 1971
 APPLICATION NUMBER 28684

ALL BEARINGS AND DISTANCES
 BY DNR UNLESS NOTED.
 ALL CORNERS BY DNR.

I, WILLIAM S. MURDOCK, SUPERVISOR OF FOREST ENGINEERING, DO
 HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE
 LOCATION OF SAID ACCESS ROAD ACROSS SECTION 1 TOWNSHIP
 28 NORTH, RANGE 15W, WILLAMETTE MERIDIAN

APPROVED:
 AREA ENGINEER BL 4-12-71
 DIVISION, OLYMPIA WA

William S. Murdock
 SUPERVISOR OF FOREST ENGINEERING

EXHIBIT A

405013

04389

EASEMENT AND AGREEMENT

In consideration of the grant to it of a reciprocal easement of even date by ITT RAYONIER INCORPORATED, a Delaware corporation with the offices of its Northwest Timber Division at Hoquiam, Washington and of Rayonier's compliance with each and every term and condition hereof.

The grantor, STATE OF WASHINGTON, acting by and through its Department of Natural Resources (the "State"), does hereby grant and convey to Rayonier its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("Rayonier") a perpetual, nonexclusive easement to use, maintain, repair, improve and replace the existing logging truck roads ("the roads") heretofore constructed located within rights of way sixty (60) feet in width lying thirty (30) feet on either side of the existing road center lines located approximately as shown on attached EXHIBITS A-1 and A-2 ("the rights-of-way") that traverse the legal subdivisions described in attached EXHIBIT B, all of which exhibits, by this reference, are incorporated herein.

The State reserves to itself, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material all right, title and interest to all merchantable timber located within the rights-of-way that has not been removed therefrom prior to the date hereof and to all timber located within the rights-of-way that may become merchantable subsequent to the date hereof and all rights and privileges with respect to the roads and rights-of-way not expressly

granted to Rayonier herein, including, without limitation, the right at its own risk to continue to use the roads and rights-of-way on the terms and conditions hereinafter provided.

The rights granted and reserved herein shall be exercised on and subject to the following terms and conditions:

1. Restrictions on Rayonier's Use. The roads may be used by Rayonier for access to and egress from land now owned or hereafter acquired by Rayonier that are benefited by the roads for: (a) land management and administration activities; (b) valuable material removal and (c) public access to and egress from such lands for recreational purposes; provided, however, that the use of the roads by Rayonier and by the public for the aforementioned purposes shall be subject to such rules, regulations, limitations and restrictions as may be established and at any time and from time to time re-established by either party hereto.

2. Payment for Timber Removed by Rayonier. All merchantable timber that necessarily must be removed from the rights-of-way by Rayonier as a necessary incidence of the use, maintenance, repair, improvement and replacement of the roads shall be appraised, removed, sold and paid for by Rayonier in accordance with the provisions of the parties' May 15, 1964 agreement.

3. Administration. Representatives of the parties shall meet at least once a year to discuss and, insofar as possible, agree upon the following matters: (a) intended use of the roads by each party; (b) rules and regulations for specific parts of the roads; (c) maintenance of the roads required as a result of public use; (d) maintenance methods; (e) the appoint-

ment and réappointment of a maintainer (that may be either one of the parties or a third party) who will maintain and resurface the roads or cause them to be maintained and resurfaced at a reasonable and agreed upon rate; and (f) the method of payment by which each party using the roads shall pay its share of the cost incurred by the maintainer in maintaining or resurfacing the roads. If the parties cannot agree on any one or more of the foregoing subjects, the State's determinations of fact and decisions thereon shall be conclusive and binding on both parties.

4. Maintenance. For the purposes of this agreement, maintenance is defined as the normal work necessary to preserve and keep the roadway, road structure or road facility as nearly as possible in the condition existing at the time use commenced or as hereafter improved. Maintenance shall not include replacement, which is the act of replacing or reconditioning road components that are destroyed, damaged, worn out or that have become unsafe from age, wear or the elements, and shall not include improvement, which is the act of reconditioning or replacing road components so that they are of a standard higher than that existing at the time use commenced.

4.1 Maintenance - Exclusive Use by One Party.

On completion of exclusive use of any part of the roads for heavy hauling by either party, it will leave that part of the roads in as good a condition as at the time it commences such exclusive use.

4.2 Maintenance - Concurrent Use. During

periods of concurrent use of any part of the roads for heavy hauling, each party will perform or cause to be performed its share of required maintenance or will pay or will cause to be paid to the other party a share of the cost of such maintenance.

The parties' respective share shall be proportionate to the volume of logs and other forest products hauled by each party during the period of concurrent use over that part of the roads subject to concurrent use compared to the total volume of logs and other forest products hauled over such part of the roads during such period.

4.3 Maintenance - Resurfacing. If resurfacing is necessary as part of required maintenance, the parties' respective shares of the cost of resurfacing shall be proportionate to the volume of logs or other valuable materials hauled by each party over the part of the roads requiring resurfacing since the last resurfacing of that part.

5. Repairs. Each party agrees to repair or cause to be repaired, at its sole cost and expense, damage to the roads or any part thereof that is caused by it in excess of the wear and tear that would be corrected by normal maintenance. If such damage to the roads or any part thereof cannot be assessed against either party because the parties are unable to agree on the specific road user or users that caused the damage, the repair of the damages shall be deemed to be a replacement subject to paragraph 6 hereof.

6. Improvements and Replacements. The cost of an improvement or replacement, if any, of the roads will be shared only if, prior to the time that the improvement or the replacement is made, the parties agree in writing as to how the cost thereof will be paid for and shared.

7. Rayonier's Indemnification of the State. To the full extent that it may legally do so, Rayonier shall indemnify and hold harmless the State from all loss, costs, liability, damage or expense, for injury to or death of persons and damage

to or loss of property arising out of and caused by the sole negligence of Rayonier, its officers, agents and employees, in connection with the exercise of rights and uses granted to it hereunder and in connection with the performance of obligations undertaken by it hereunder.

8. Rayonier's Notification of the State. Rayonier shall notify the State not less than fifteen (15) days prior to each commencement of use of the roads for hauling of timber or other valuable materials, which notice shall set forth the name of the user exercising Rayonier's rights, the portion of the roads that will be used, and the approximate volume of timber and other valuable materials to be hauled.

9. Contract Requirements - Rayonier's Purchasers. Rayonier shall require the purchaser of each sale of Rayonier land, timber or other valuable material benefited by the roads:

9.1 Indemnity. To indemnify and hold harmless the State from all loss, cost, liability, damage or expense of any kind for injury to or death of persons and damage to or loss of property arising out of or connected in any way with the use or occupancy by said purchaser and his agents, employees and contractors of the roads and requiring each purchaser and his agents, employees and contractors to comply with each and every term and condition hereof.

9.2 Insurance. To deliver to the State a certificate from an insurer qualified to do business in Washington certifying that there is in force and that there will remain in force during the term of the purchaser's use of the roads the insurer's policy of liability insurance in the form and to

the limits hereinafter stipulated and that, if any such policy is to expire or is to be cancelled or modified, the insurer will give the State written notice of such expiration or cancellation on a day certain that shall be not less than ten days following the State's receipt of such notice. The insurance shall be in the form of logger's personal injury and property damage coverage or its equivalent insuring said purchaser against all liability arising out of its operations, including the use of vehicles. The State shall not be named as an insurer in any such policy. The minimum limits of such insurance shall be:

9.2.1 For log haulers, 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, and

9.2.2 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, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

9.2.3 Such other limits as the parties may agree upon in writing from time to time.

10. Assignability. Notwithstanding the parties' intention that the rights herein granted to Rayonier shall benefit its successors and assigns, if any, as provided hereinabove, the rights herein granted to Rayonier shall not be assigned by Rayonier in whole or in part to any person or entity, except a

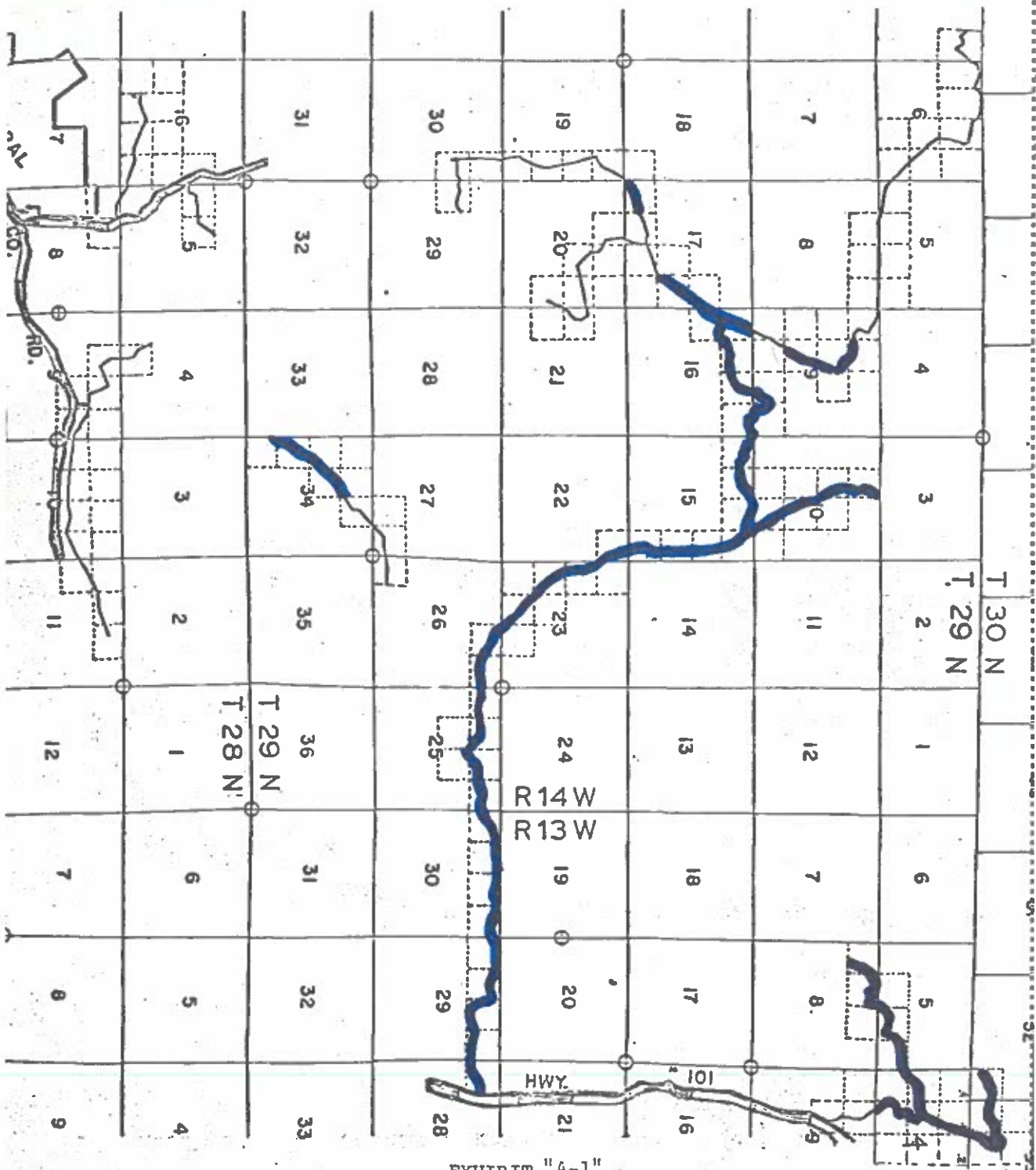




EXHIBIT "A-1"

 Public Roads.

 State Truck Road Easement to be Granted to ITT Rayonier Inc.

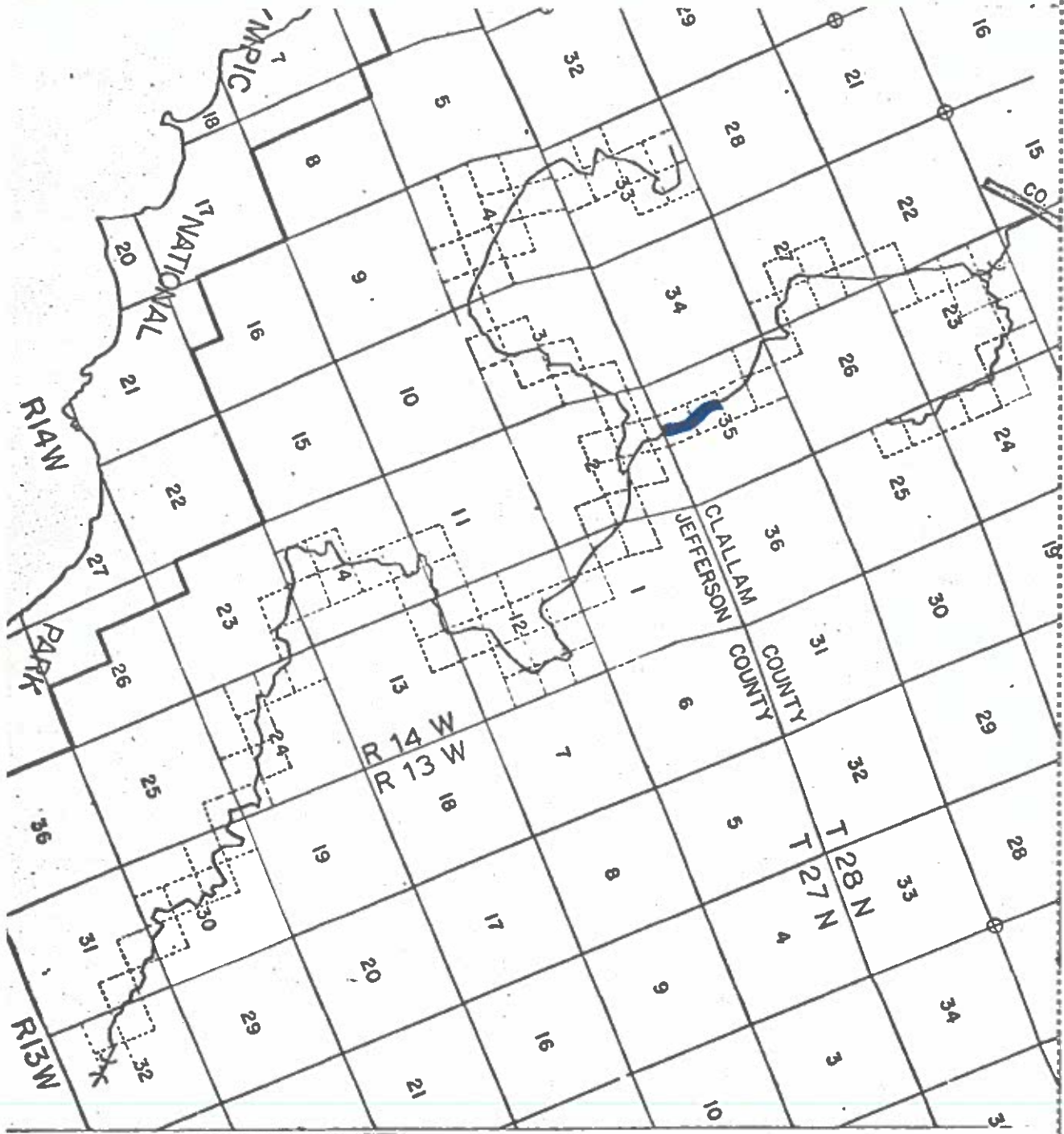



EXHIBIT "A-2"

 Public roads.

 State Truck Road Easement to be Granted to ITT Rayonier Inc.

EXHIBIT "B"

State Ownership

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Subdivision</u>
28 N	14 W	35	E $\frac{1}{2}$ SW $\frac{1}{4}$
29 N	13 W	4	Lots 2-3, SW $\frac{1}{4}$
		5	S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
		8	N $\frac{1}{2}$ NW $\frac{1}{4}$
		28	NW $\frac{1}{4}$ NW $\frac{1}{4}$
		29	N $\frac{1}{2}$ N $\frac{1}{2}$
		30	N $\frac{1}{2}$ N $\frac{1}{2}$
29 N	14 W	9	E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
		10	E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
		15	E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$
		16	N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
		17	SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
		22	NE $\frac{1}{4}$ NE $\frac{1}{4}$
		23	W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
		25	N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
		26	N $\frac{1}{2}$ NE $\frac{1}{4}$
		34	NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
		30 N	13 W
33	E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$		

FILED FOR RECORD AT THE REQUEST

of *Dept. of Natural Resources*

RECORDED IN RECORDS OF CLALLAM CO.

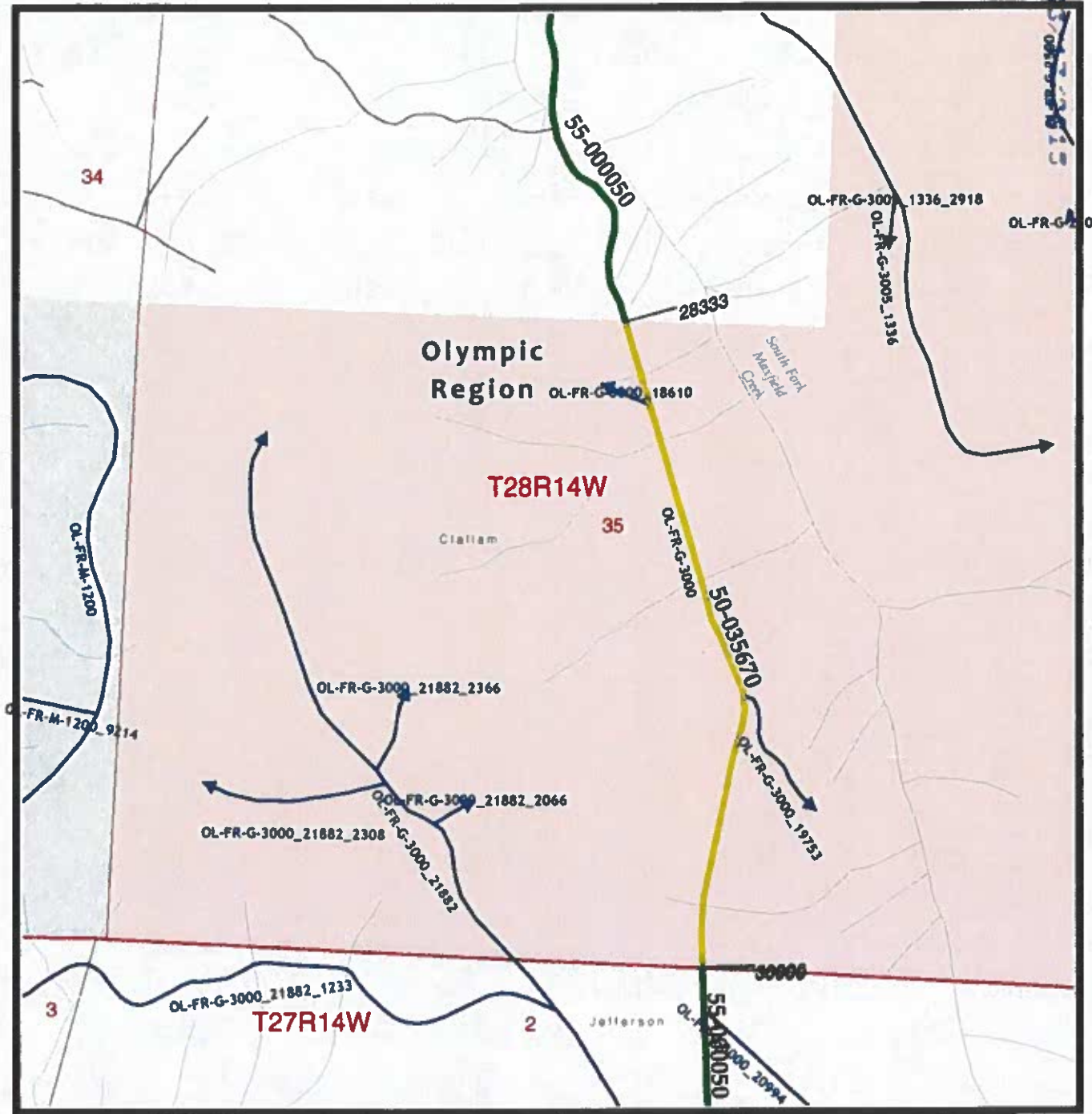
1971 JUL 23 10:54

VOL. *360* PAGE *454*
 ALICE C. THORNE, AUDITOR
 CLALLAM COUNTY, WASH.
Deborah Mann DEPUTY

405013

Glenn A. Yeary
Timber Sales Dept.
Box 168
Olympia 98504

VOL 360 PAGE 464



Right of Way Easements Road by USGS Class

Grant Code

- 1: Acquired by DNR
- 2: Granted by DNR
- 3: Merged in Title

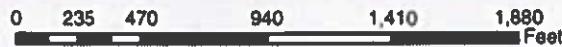
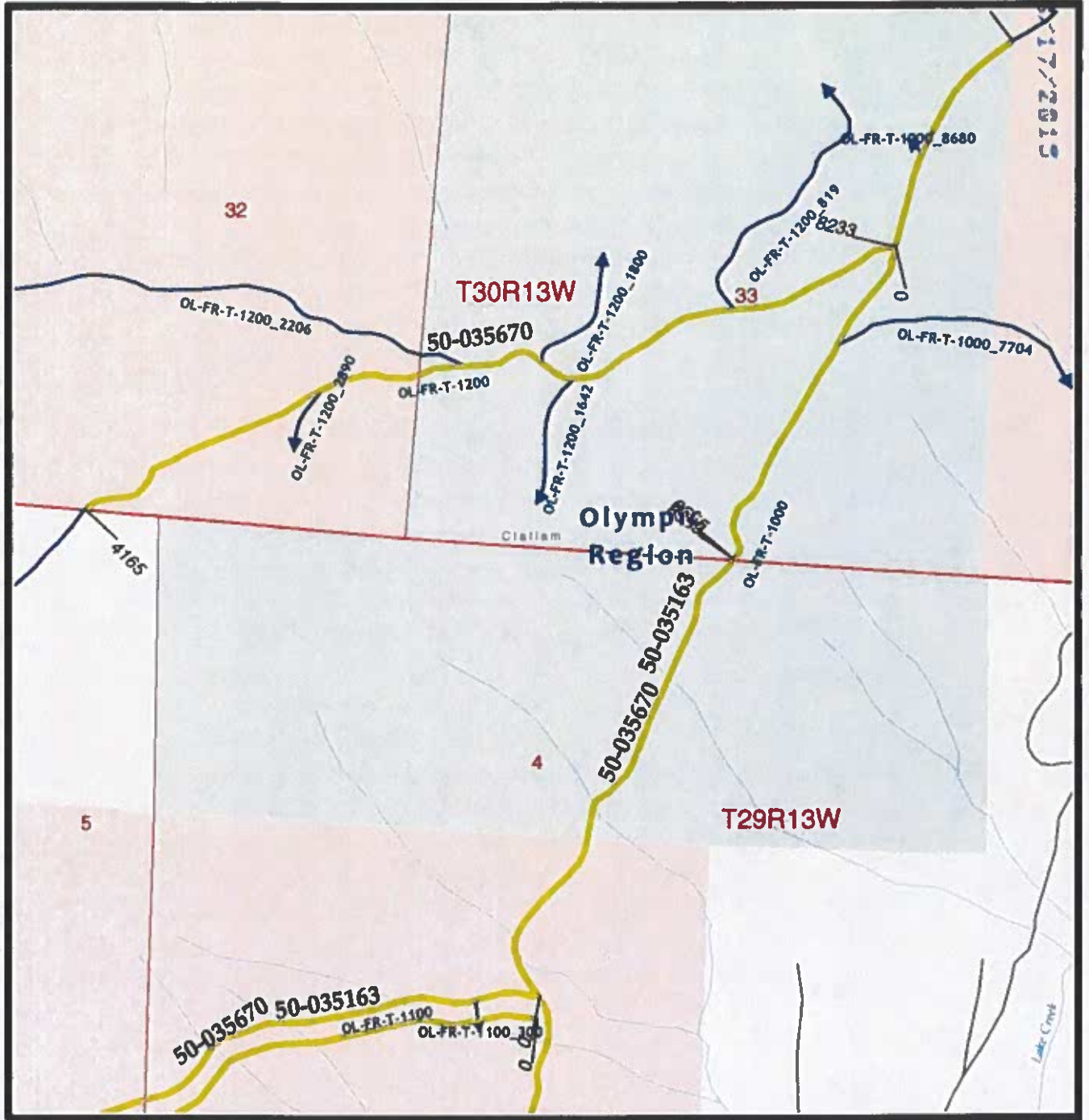
DNR Routes

Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- 5: 4 wheel drive

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;



Right of Way Easements Road by USGS Class

Grant Code

- 1: Acquired by DNR
- 2: Granted by DNR
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DNR Routes

Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
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- 4: Unimproved Road/Fair or Dry Weather
- 5: 4 wheel drive

DNR Managed Lands

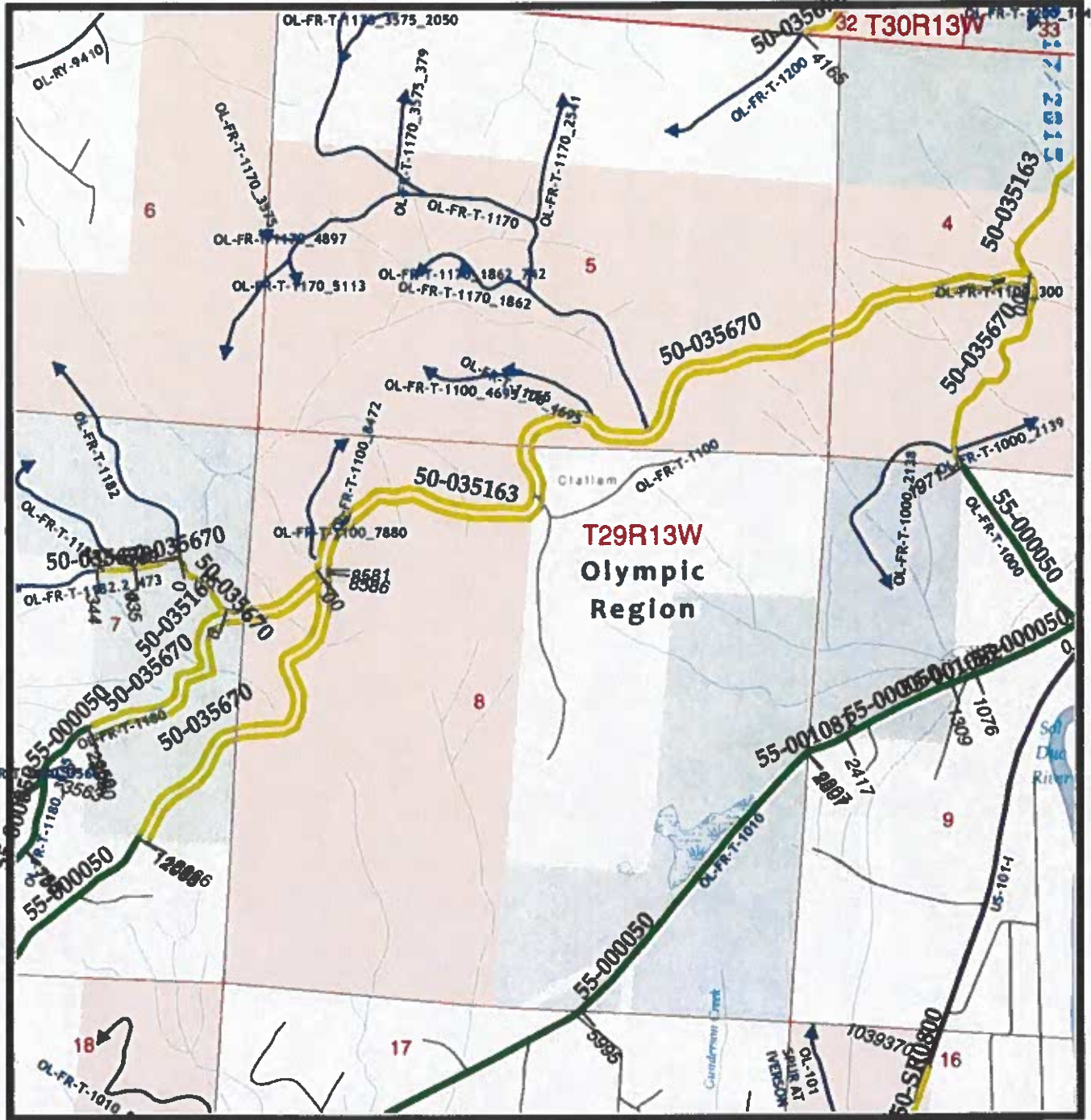
- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands,

50-035670

Auditor No: 405013

7/12/1971

T29R13W
50-035670



0 475 950 1,900 2,850 3,800 Feet

Right of Way Easements Road by USGS Class

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DNR Routes

- ➔ Route Direction

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- 4: Unimproved Road/Fair or Dry Weather
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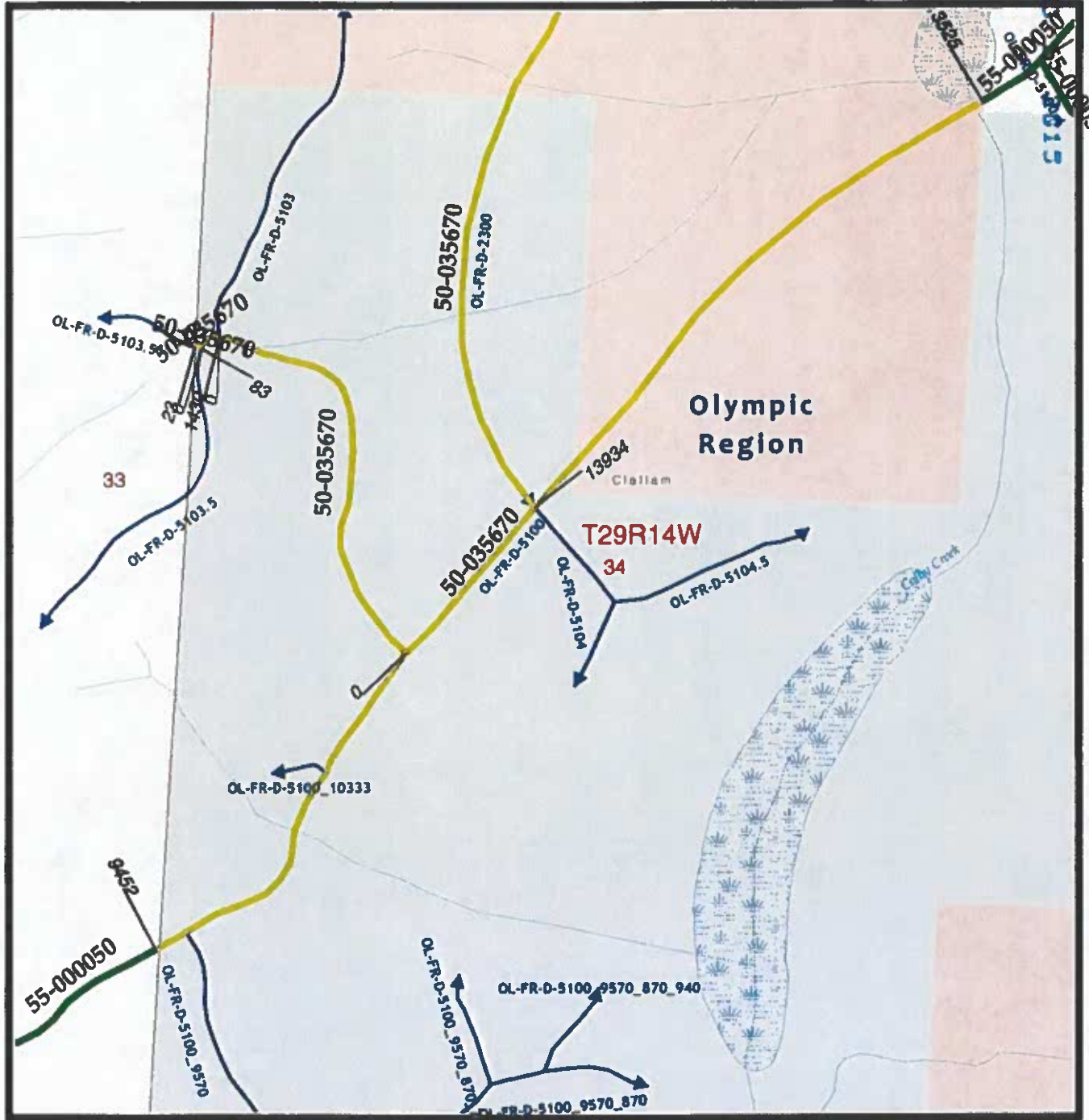
DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;

50-035670

Auditor No: 405013

7/12/1971



0 170 340 680 1,020 1,360 Feet

Right of Way Easements Road by USGS Class

Grant Code

- 1: Acquired by DNR
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DNR Routes

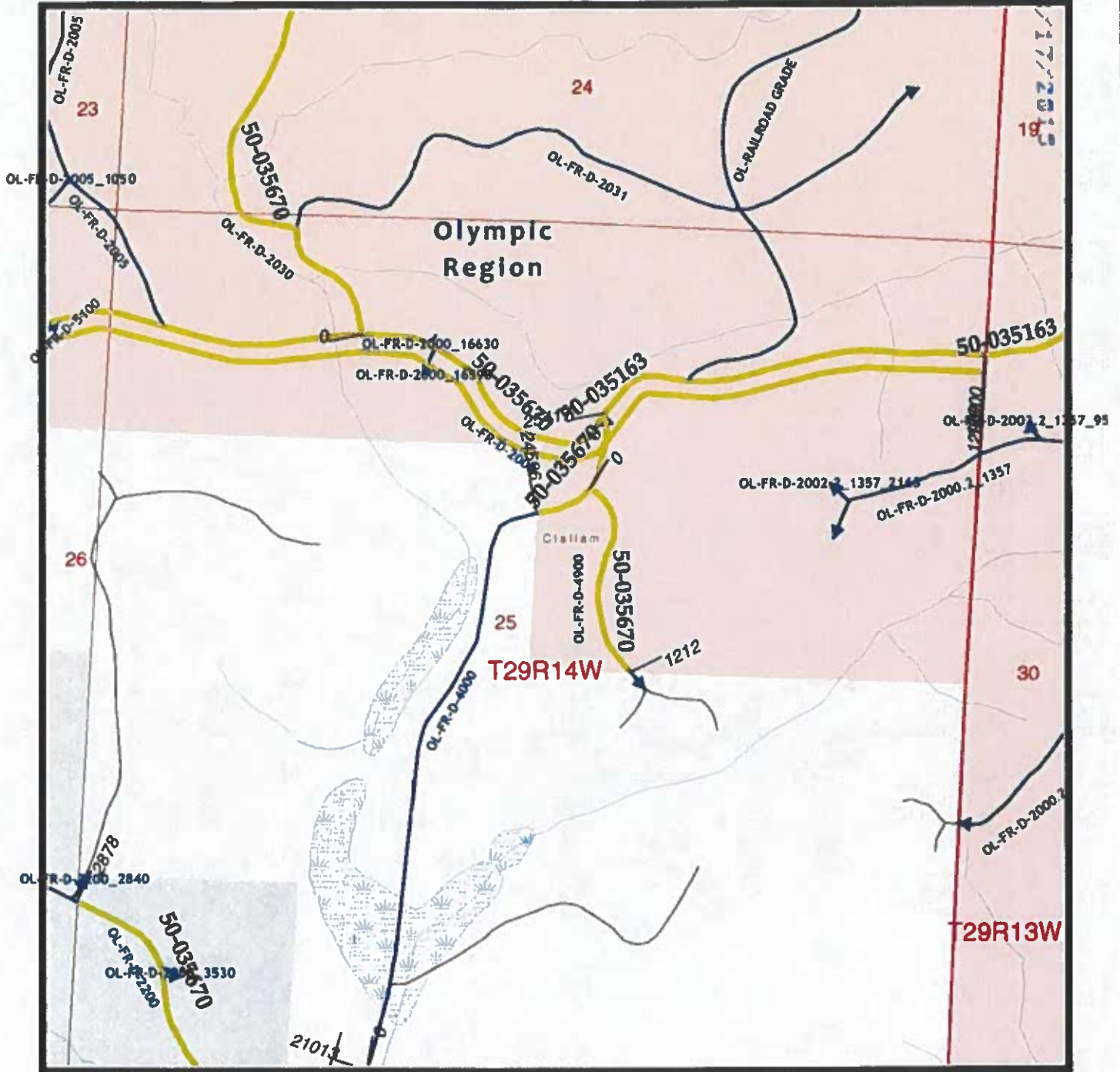
Route Direction

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DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;

PROCESSED 7/17/2013



Right of Way Easements Road by USGS Class

Grant Code

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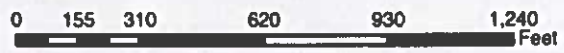
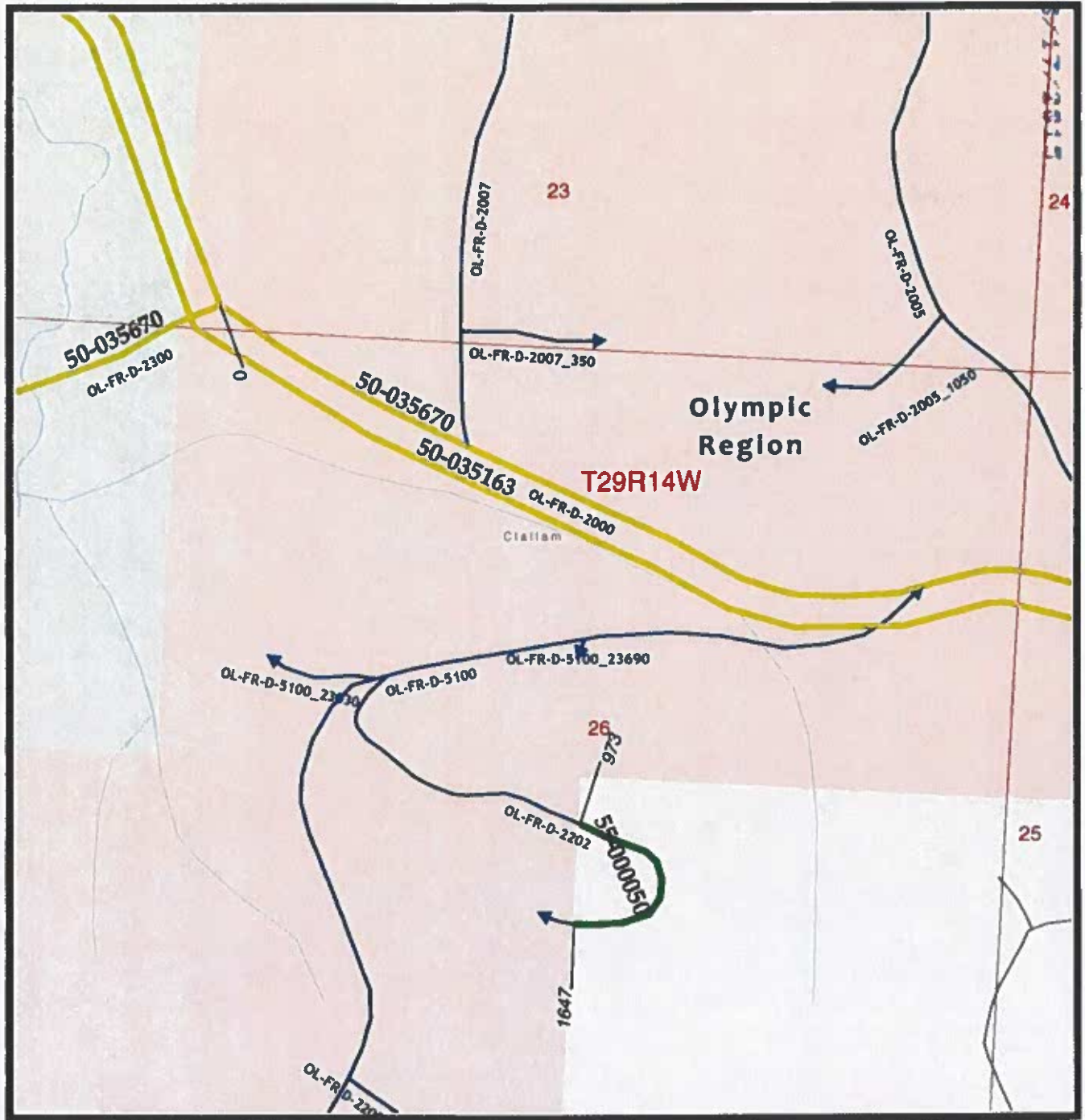
DNR Routes

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DNR Managed Lands

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Right of Way Easements Road by USGS Class

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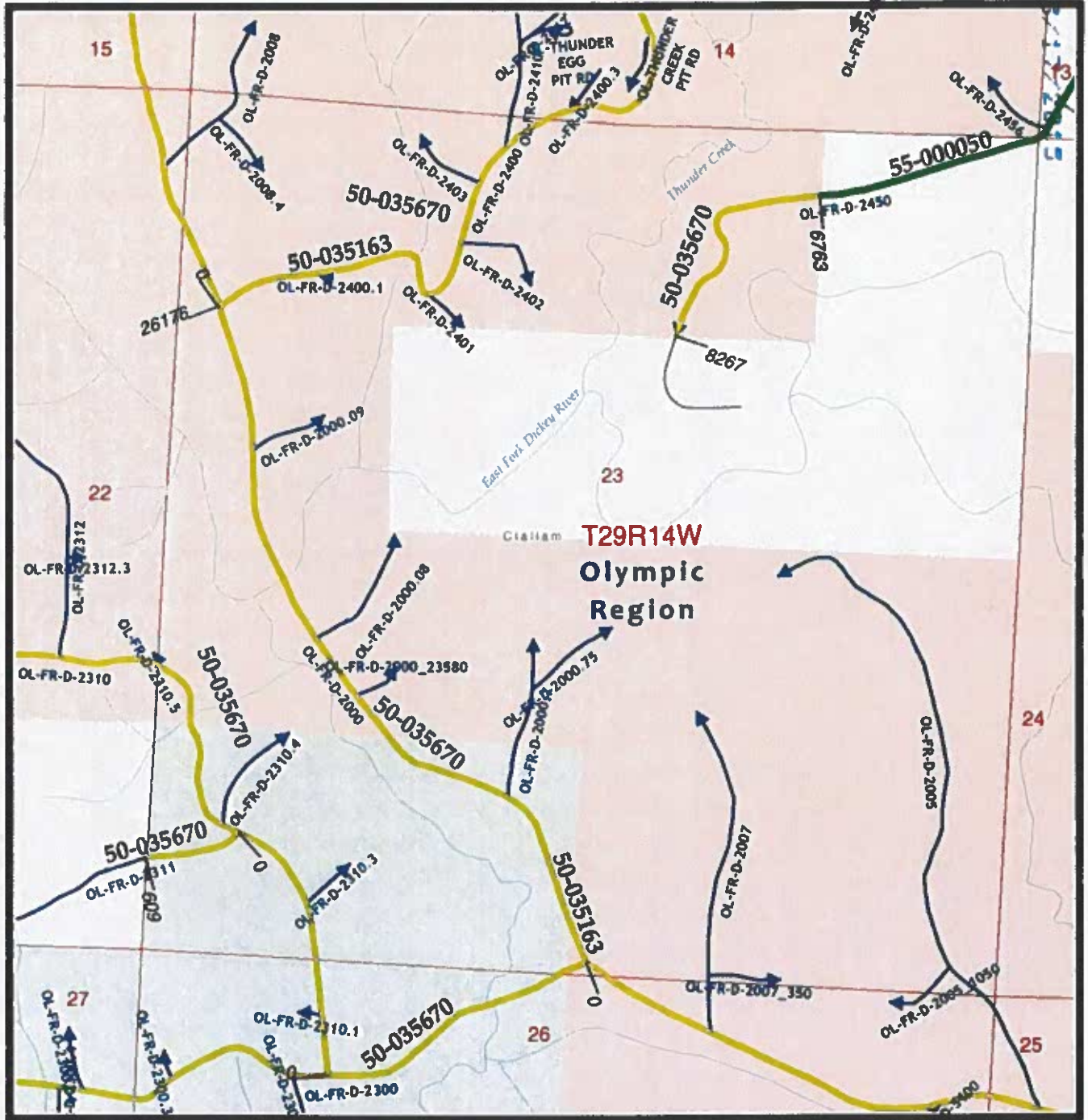
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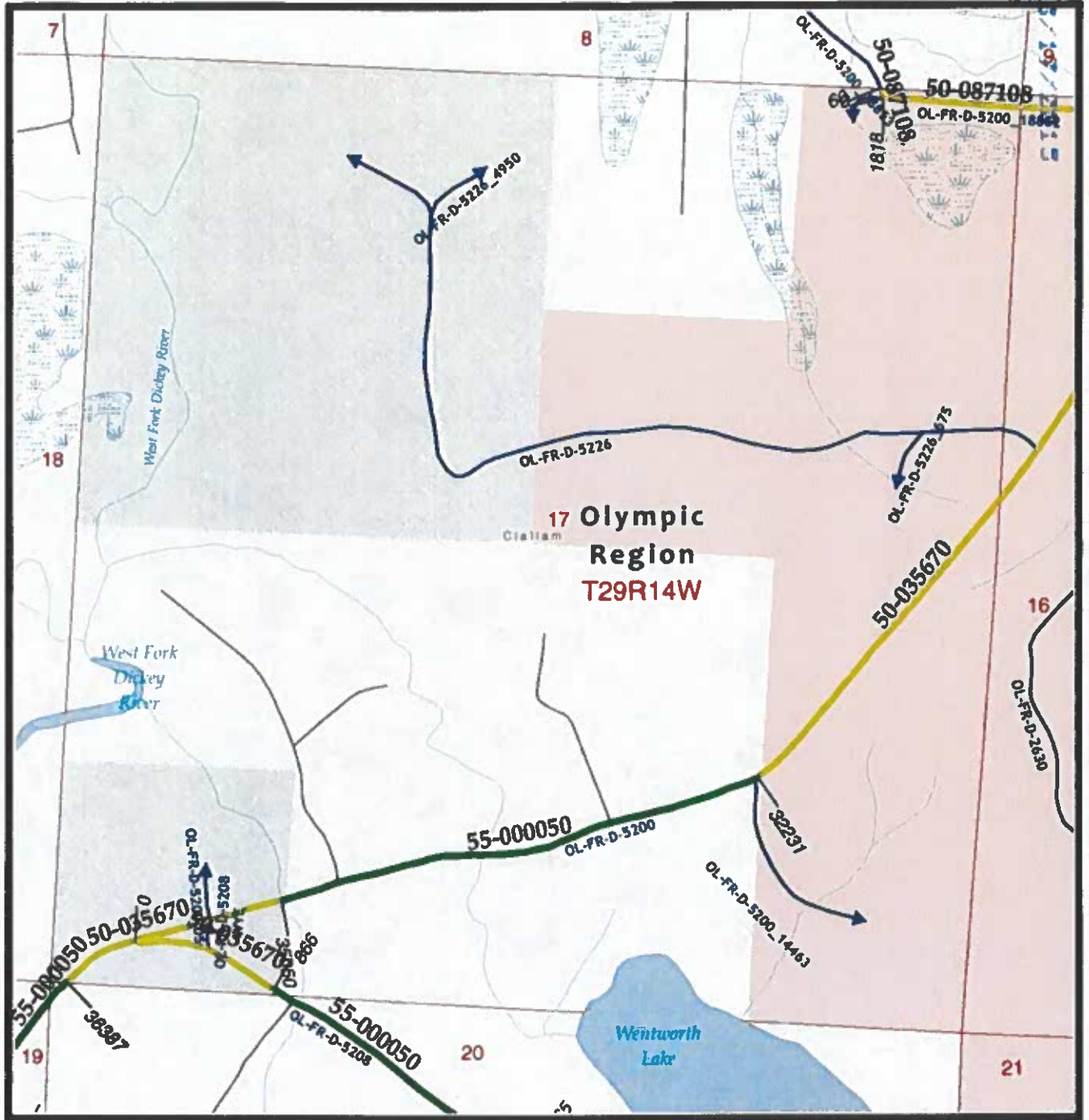
DNR Routes

Route Direction

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- NAP / NRCA
- Other DNR-Managed Lands;



0 290 580 1,160 1,740 2,320 Feet

Right of Way Easements Road by USGS Class

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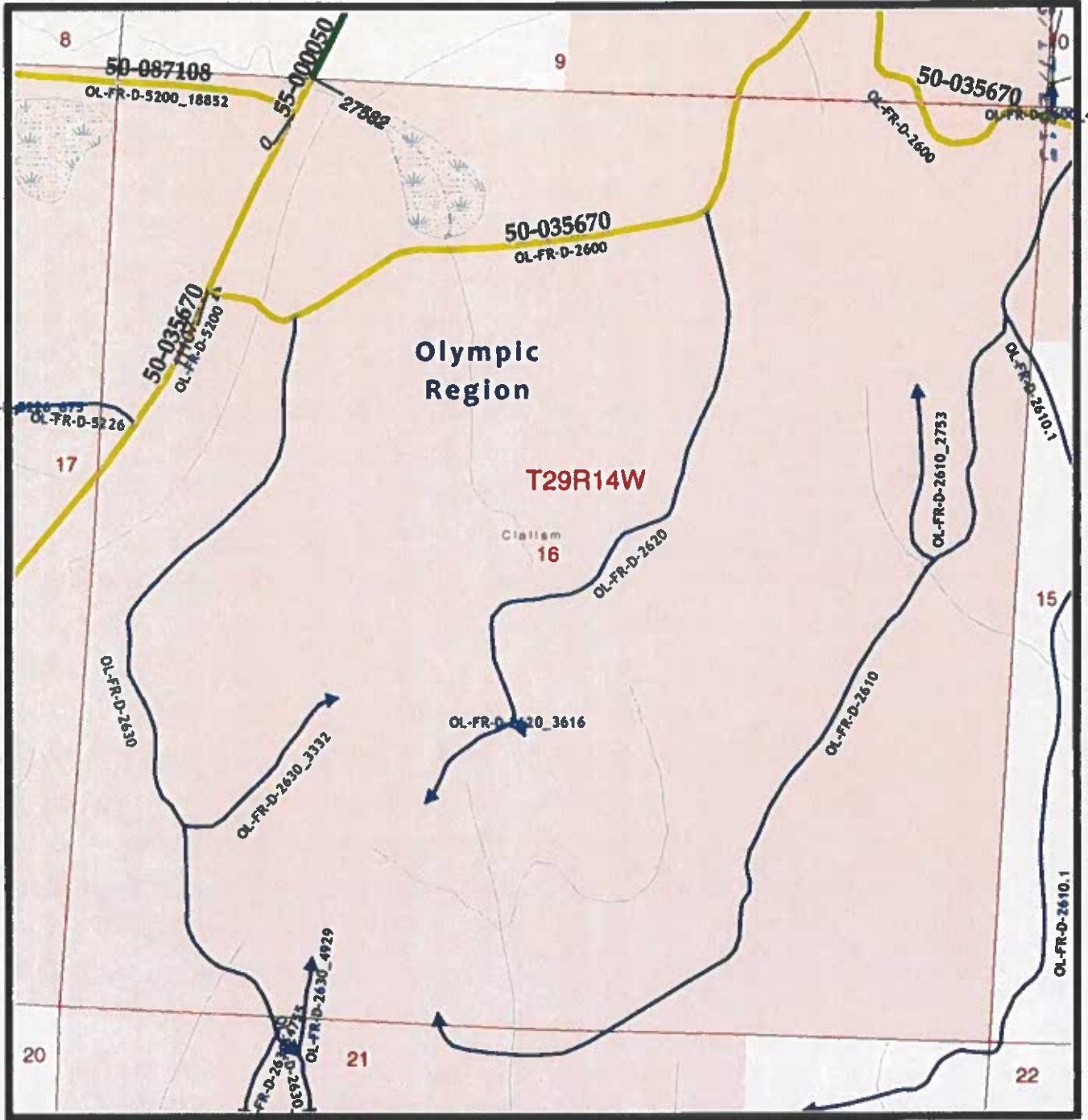
DNR Routes

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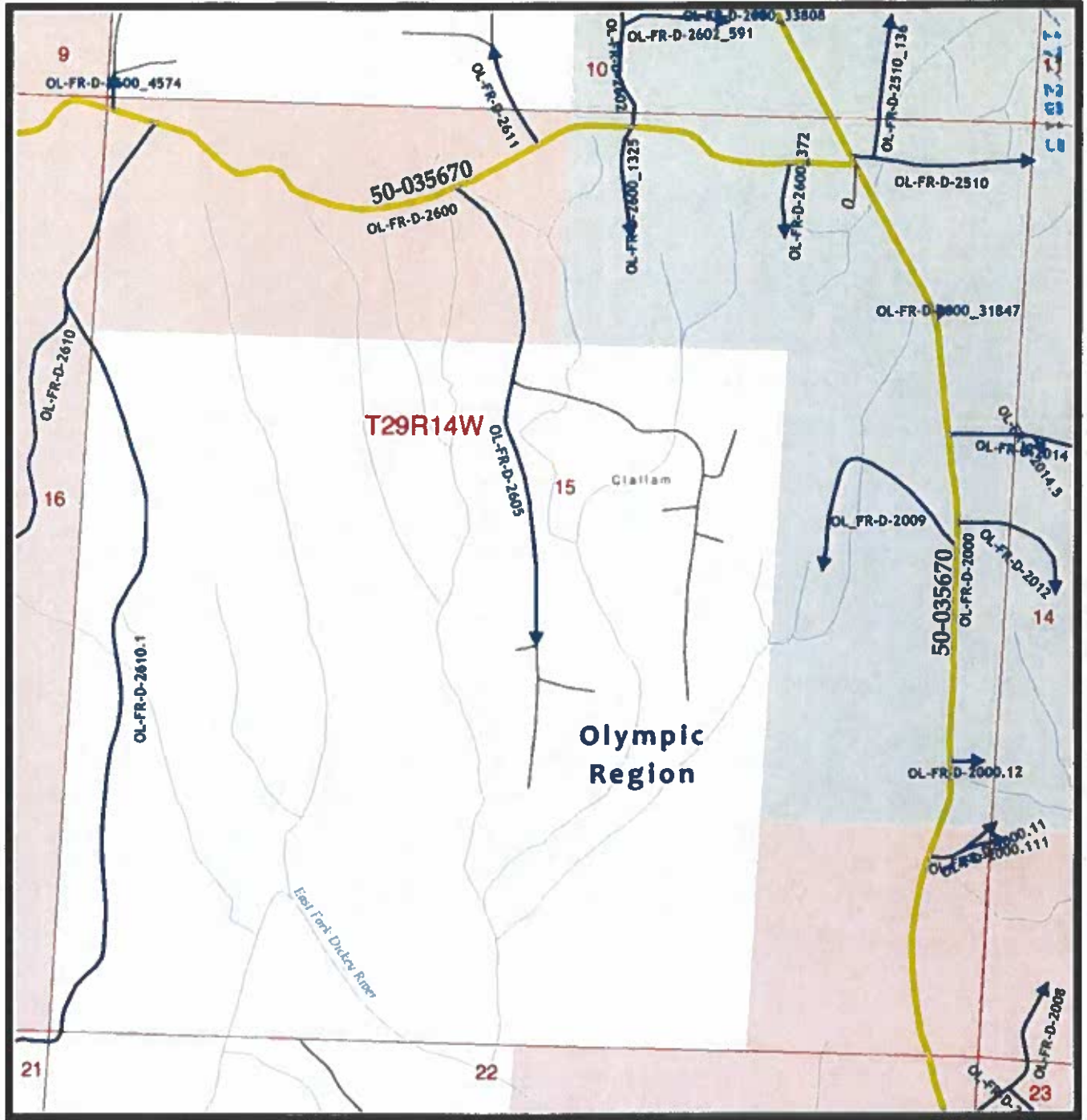
DNR Routes

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DNR Routes

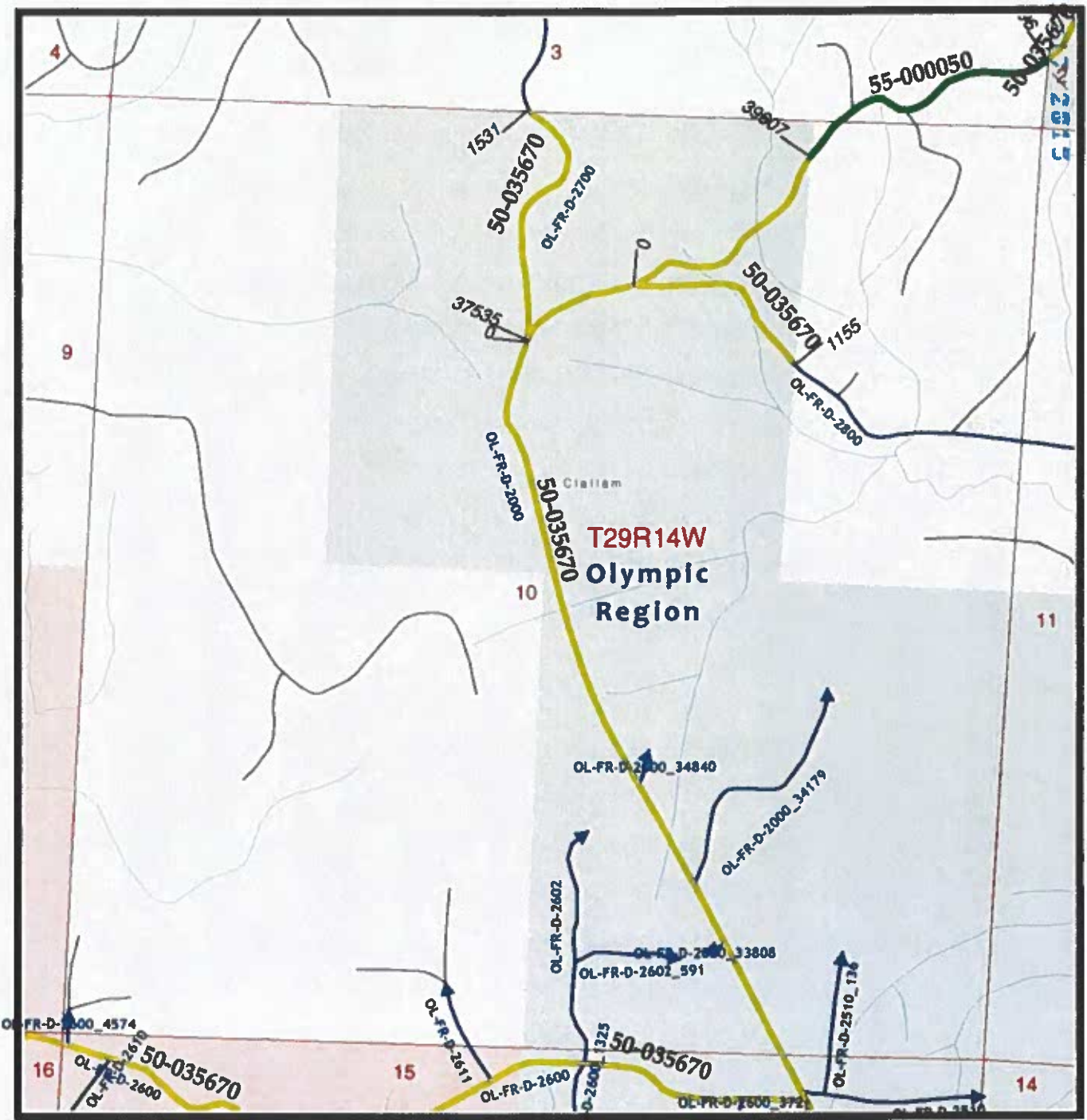
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- 5: 4 wheel drive

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;

PRO
C 1213
7/28/71



Right of Way Easements Road by USGS Class

Grant Code

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- 3: Merged in Title

DNR Routes

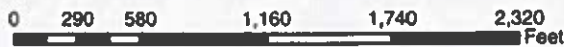
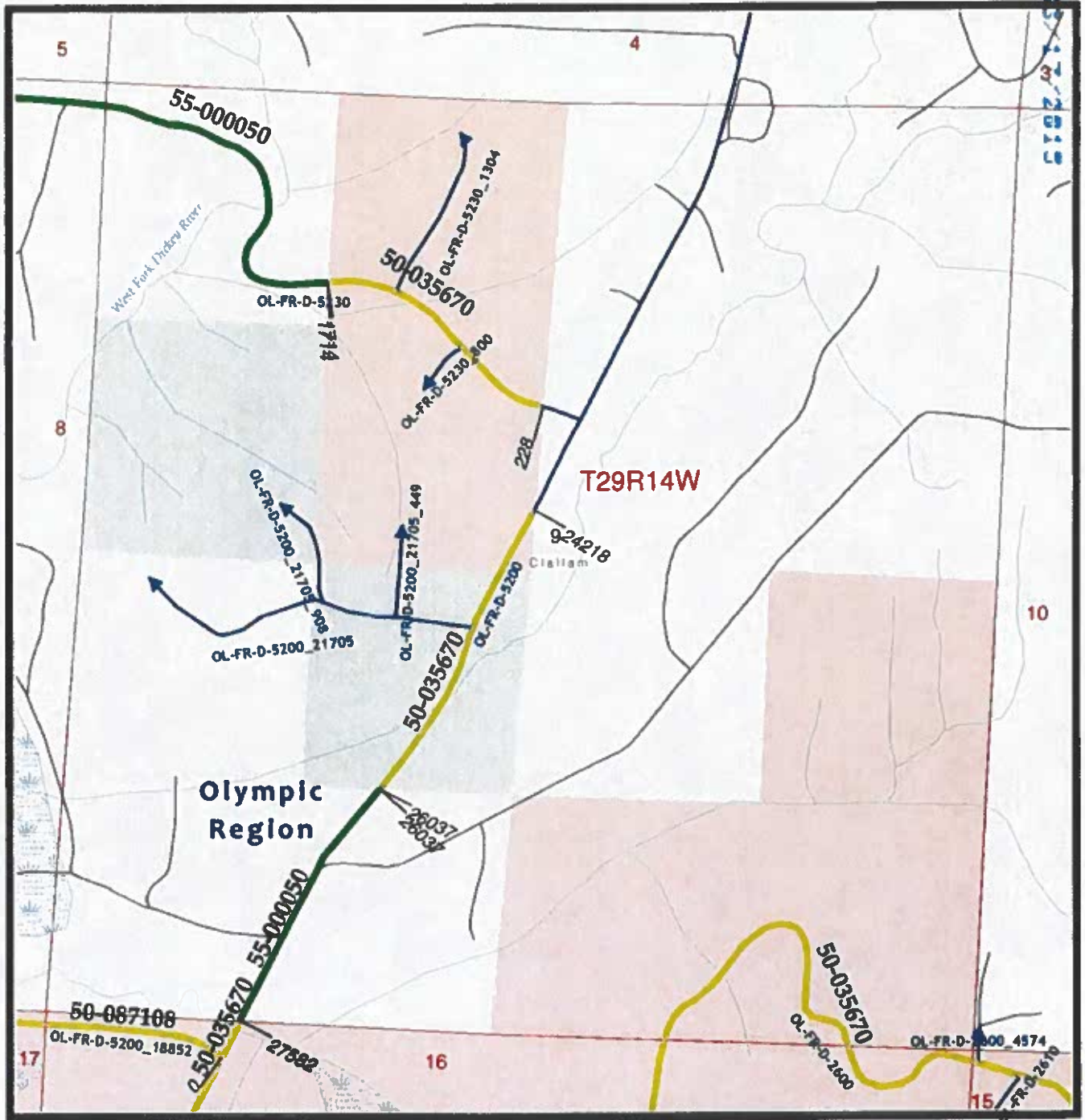
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- 4: Unimproved Road/Fair or Dry Weather
- - - 5: 4 wheel drive

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;

TR0517-2819



Right of Way Easements Road by USGS Class

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DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;

405012
104338

EASEMENT AND AGREEMENT

For valuable consideration ITT RAYONIER INCORPORATED, a Delaware corporation, with the offices of its Northwest Timber Division at Hoquiam, Washington ("Rayonier"), does hereby grant and convey to the STATE OF WASHINGTON, acting by and through its Department of Natural Resources, and to its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("the State") a perpetual, nonexclusive easement to construct, use, maintain, repair, improve and replace the logging truck road, the bridge and truck road extensions to be constructed ("the road") within rights of way sixty (60) feet in width lying thirty (30) feet on either side of the road center line, together with such additional widths as may be necessary to accommodate cuts and fills, located approximately as shown on attached EXHIBIT A ("the right-of-way") and as more specifically shown on that plat of definite location on file in the office of the Commissioner of Public Lands at Olympia, Washington that traverse the legal subdivisions described in attached EXHIBIT B, which plat and both of which exhibits, by this reference, are incorporated herein.

Rayonier also grants to the State the right to use during the period of bridge construction such additional Rayonier land outside the right-of-way in the vicinity of the bridge as the State may find it necessary or desirable to use in connection with the bridge construction.

Rayonier reserves to itself, its successors and assigns, including, without limitation, its agents, contractors and

purchasers of valuable material all right, title and interest to all merchantable timber located within the right-of-way that has not been removed therefrom prior to the date hereof and to all timber located within the right-of-way that may become merchantable subsequent to the date hereof and all rights and privileges with respect to the road and right-of-way not expressly granted to the State herein, including, without limitation, the right at its own risk to continue to use the road and right-of-way on the terms and conditions hereinafter provided.

The rights granted and reserved herein shall be exercised on and subject to the following terms and conditions:

1. Restrictions on State's Use. The road may be used by the State for access to and egress from lands now owned or hereafter acquired by the State that are benefited by the road for: (a) land management and administration activities; (b) valuable material removal and (c) public access to and egress from such lands for recreational purposes; provided, however, that the use of the road by the State and by the public for the aforementioned purposes shall be subject to such rules, regulations, limitations and restrictions as may be established and at any time and from time to time re-established by either party hereto.

2. Payment for Timber Removed by State. All merchantable timber that necessarily must be removed from the right-of-way by the State as a necessary incidence of the use, maintenance, repair, improvement and replacement of the road shall be appraised, removed, sold and paid for by the State in accordance with the provisions of the parties' May 15, 1964 agreement.

3. Administration. Representatives of the parties shall meet at least once a year to discuss and, insofar as possible, agree upon the following matters: (a) intended use of the road by each party; (b) rules and regulations for specific parts of the road; (c) maintenance of the road required as a result of public use; (d) maintenance methods; (e) the appointment and reappointment of a maintainer (that may be either one of the parties or a third party) who will maintain and resurface the road or cause them to be maintained and resurfaced at a reasonable and agreed upon rate; and (f) the method of payment by which each party using the road shall pay its share of the cost incurred by the maintainer in maintaining or resurfacing the road. If the parties cannot agree on any one or more of the foregoing subjects, Rayonier's determinations of fact and decisions thereon shall be conclusive and binding on both parties.

4. Maintenance. For the purposes of this agreement, maintenance is defined as the normal work necessary to preserve and keep the roadway, road structure or road facility as nearly as possible in the condition existing at the time use commenced or as hereafter improved. Maintenance shall not include replacement, which is the act of replacing or reconditioning road components that are destroyed, damaged, worn out or that have become unsafe from age, wear or the elements, and shall not include improvement, which is the act of reconditioning or replacing road components so that they are of a standard higher than that existing at the time use commenced.

4.1 Maintenance - Exclusive Use by One Party.

On completion of exclusive use of any part of the road for heavy hauling by either party, it will leave that part of the road in as good a condition as at the time it commenced such exclusive use.

4.2 Maintenance - Concurrent Use. During periods

of concurrent use of any part of the road for heavy hauling, each party will perform or cause to be performed its share of required maintenance or will pay or will cause to be paid to the other party a share of the cost of such maintenance. The parties' respective share shall be proportionate to the volume of logs and other forest products hauled by each party during the period of concurrent use over that part of the road subject to concurrent use compared to the total volume of logs and other forest products hauled over such part of the road during such period.

4.3 Maintenance - Resurfacing. If resurfacing

is necessary as part of required maintenance, the parties' respective shares of the cost of resurfacing shall be proportionate to the volume of logs or other valuable materials hauled by each party over the part of the road requiring resurfacing since the last resurfacing of that part.

5. Repairs. Each party agrees to repair or cause

to be repaired, at its sole cost and expense, damage to the road or any part thereof that is caused by it in excess of the wear and tear that would be corrected by normal maintenance. If such damage to the roads or any part thereof cannot be assessed against either party because the parties are unable to agree

on the specific road user or users that caused the damage, the repair of the damages shall be deemed to be a replacement subject to paragraph 6 hereof.

6. Improvements and Replacements. The cost of an improvement or replacement, if any, of the road will be shared only if, prior to the time that the improvement or the replacement is made, the parties agree in writing as to how the cost thereof will be paid for and shared.

7. The State's Indemnification of Rayonier. To the full extent that it may legally do so, the State shall indemnify and hold harmless Rayonier from all loss, costs, liability, damage or expense, for injury to or death of persons and damage to or loss of property arising out of and caused by the sole negligence of the State, its officers, agents and employees, in connection with the exercise of rights and uses granted to it hereunder and in connection with the performance of obligations undertaken by it hereunder.

8. State's Notification of Rayonier. The State shall notify Rayonier not less than fifteen (15) days prior to each commencement of use of the road for hauling of timber or other valuable materials, which notice shall set forth the name of the user exercising the State's rights, the portion of the road that will be used, and the approximate volume of timber and other valuable materials to be hauled.

9. Contract Requirements - State's Purchasers. In addition to the obligation to pay a share of the monetary consideration that the State may impose on purchasers of State land,

timber and other valuable material benefited by the road, the State shall require the purchaser of each sale of State land, timber or other valuable material benefited by the road:

9.1 Indemnity. To indemnify and hold harmless Rayonier from all loss, cost, liability, damage or expense of any kind for injury to or death of persons and damage to or loss of property arising out of or connected in any way with the use or occupancy by said purchaser and his agents, employees and contractors of the road and requiring each purchaser and his agents, employees and contractors to comply with each and every term and condition hereof.

9.2 Insurance. To deliver to Rayonier a certificate from an insurer qualified to do business in Washington certifying that there is in force and that there will remain in force during the term of the purchaser's use of the road the insurer's policy of liability insurance in the form and to the limits hereinafter stipulated and that, if any such policy is to expire or is to be cancelled or modified, the insurer will give Rayonier written notice of such expiration or cancellation on a day certain that shall be not less than ten days following Rayonier's receipt of such notice. The insurance shall be in the form of logger's personal injury and property damage coverage or its equivalent insuring said purchaser against all liability arising out of its operations, including the use of vehicles. Rayonier shall not be named as an insurer in any such policy. The minimum limits of such insurance shall be:

9.2.1 For log haulers, 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, and

9.2.2 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, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

9.2.3 Such other limits as the parties may agree upon in writing from time to time.

10. Assignability. Notwithstanding the parties' intention that the rights herein granted to the State shall benefit its successors and assigns, if any, as provided hereinabove, the rights herein granted to the State shall not be assigned by the State in whole or in part to any person or entity, except a person or entity that hereafter may become the owner of State lands, State timber or State valuable material benefited by the roads. If this easement or any of the rights herein granted are so assigned, the assignment shall not become effective unless and until there shall have been delivered to Rayonier a writing executed by the assignee wherein the assignee shall have agreed to comply with and be bound by each and every

term and condition hereof. If the State should abandon its use of the road, this easement and all rights hereunder shall revert to and become the property of Rayonier, its successors or assigns, free and clear of any right or claim of the State, its successors or assigns, and upon request, the State shall execute and deliver to Rayonier, its successors or assigns, an instrument in form suitable for recording, quitclaiming to Rayonier, its successors or assigns, all interest in said property.

IN WITNESS WHEREOF, the parties have executed this agreement and easement as of the 12th day of July, 1971.

Form Approved:

ITT RAYONIER INCORPORATED

P.C.S.O.-71
CP
GEN. BARR

By C. E. Anderson
Its President

By R. L. Lingelbach
Its Secretary



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES



By Bert L. Cole
Bert L. Cole
Commissioner of Public Lands

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 12th day of July, 1971, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared C. E. Anderson and R. L. Lingelbach to me known to be the President and Secretary respectively, of ITT RAYONIER INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of

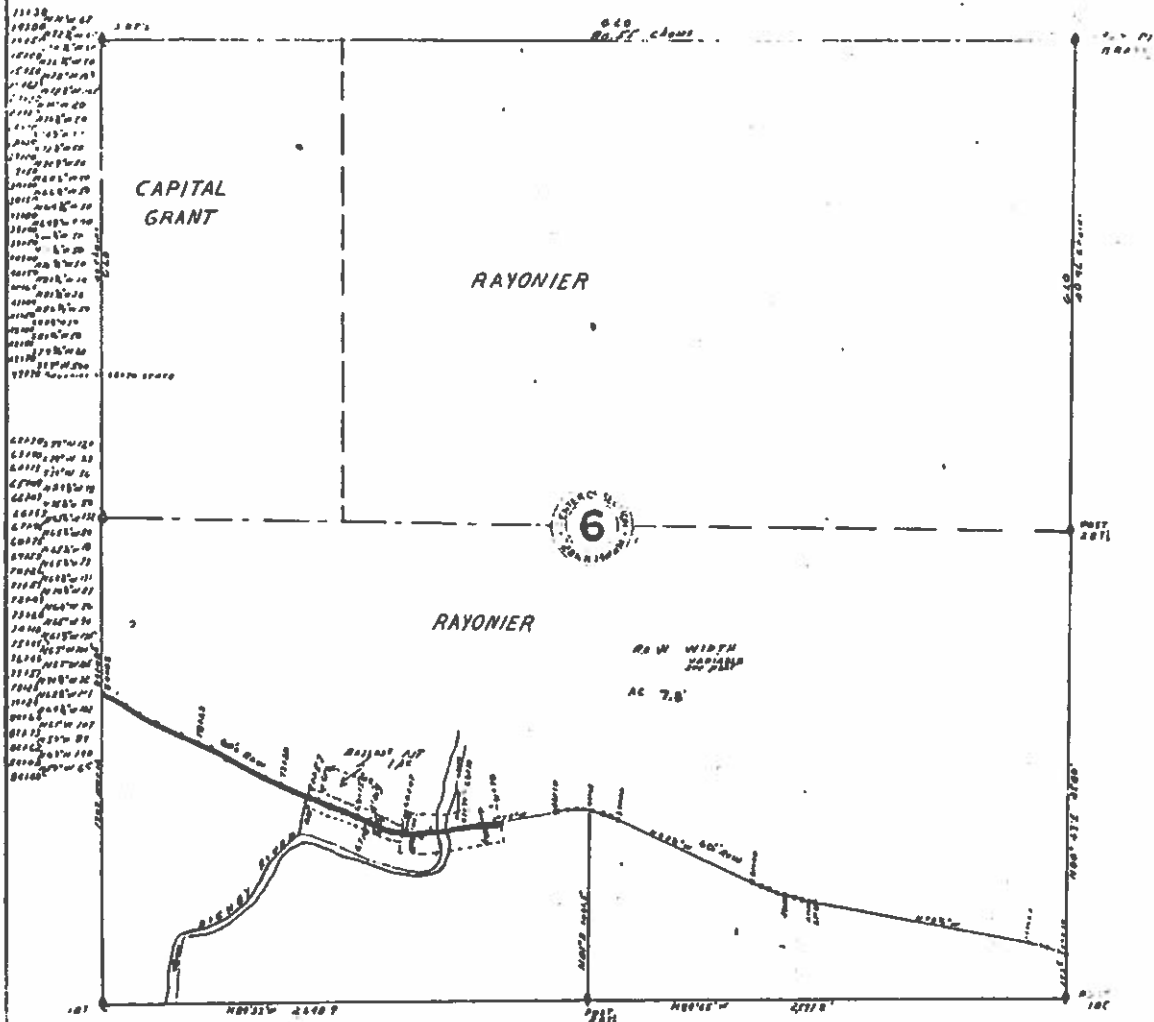


STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES

150

RIGHT OF WAY PLAT
 FR-D-5000 ROAD
 SEC. 6 T.28N. R.14W. W.M.
 CLALLAM COUNTY, WASH.

SCALE 1 INCH = 400 FEET



RD W WIDTH
 70.0'
 AC 7.8'

DECLINATION 22° 30' E
 ADVERTISED BY H. J. HAUBRICH & RAYONIER
 ENGINEER H. J. HAUBRICH
 DATE DECEMBER 1967
 APPLICATION NUMBER 28681
 APPROVED: FEB 1968
 AREA ENGINEER
 DIVISION, OLYMPIA

W. J. ...
 SUPERVISOR

EXHIBIT "A"

VOL 360 PAGE 452

ITT Rayonier Inc. truck road Easement to be granted to the State.

EXHIBIT "B"

ITT Rayonier Ownership

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Subdivision</u>
28 N	14 W	6	Gov. Lots 9, 10, 11 and 12

FILED FOR RECORD AT THE REQUEST
OF *Dept. of Natural Resources*
RECORDED AT CLALLAM CO.
1971 JUL 23 PM 10:47
360 443
C. C. THOMPSON, CLERK
CLALLAM COUNTY, WASH.
Boaklund

45053

*Box 168
Olympia*

EXHIBIT "B"

VOL 360 PAGE 453



RECORDED IN VOLUME 27
OF OFFICIAL RECORDS OF
PAGE 143-151 OF BOOK 151
State of Wash.
71 AUG 4 AM 9:21

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150227
Wash Co

EASEMENT AND AGREEMENT

JOHN J. TOOLE,
JEFFREY S. TOOLE, PUBLIC AUDITOR
BY [Signature] DEPUTY
COMMISSIONER

In consideration of: the grant to it of a legal easement of even date by the STATE OF WASHINGTON, acting by and through its Department of Natural Resources and the State's compliance with each and every term and condition hereof, including the State's promise to pay or to cause to be paid to the grantor the sum of \$87,798.00 ("the monetary consideration") in accordance with the provisions of paragraph 2 hereof,

The grantor, ITT RAYONIER INCORPORATED, a Delaware corporation, with the offices of its Northwest Timber Division at Hoquiam, Washington ("Rayonier"), does hereby grant and convey to the State its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("the State") a perpetual, nonexclusive easement to use, maintain, repair, improve and replace the existing logging truck roads ("the roads") heretofore constructed within rights of way sixty (60) feet in width lying thirty (30) feet on either side of the existing road center lines located approximately as shown on attached EXHIBITS A-1 and A-2 ("the rights-of-way") that traverse the legal subdivisions described in attached EXHIBIT B, all of which exhibits, by this reference, are incorporated herein.

Rayonier reserves to itself, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material all right, title and interest to all merchantable timber located within the rights-of-way that has not been removed therefrom prior to the date hereof and to all timber

located within the rights-of-way that may become merchantable subsequent to the date hereof and all rights and privileges with respect to the roads and rights-of-way not expressly granted to the State, herein, including, without limitation, the right at its own risk to continue to use the roads and rights-of-way on the terms and conditions hereinafter provided.

The rights granted and reserved herein shall be exercised on and subject to the following terms and conditions:

1. Restrictions on State's Use. The roads may be used by the State for access to and egress from lands now owned or hereafter acquired by the State that are benefited by the roads for: (a) land management and administration activities; (b) valuable material removal and (c) public access to and egress from such lands for recreational purposes; provided, however, that the use of the roads by the State and by the public for the aforementioned purposes shall be subject to such rules, regulations, limitations and restrictions as may be established and at any time and from time to time re-established by either party hereto.

2. State's promise to pay or to cause to be paid the monetary consideration. The State promises hereby to pay the monetary consideration to Rayonier from appropriated funds, if such become available, or, if appropriated funds are not available, to cause the monetary consideration to be paid to Rayonier directly by the purchaser of State land, timber or other valuable material benefited by the roads. In particular, the State intends to offer for sale (as soon as it is both practical and in accordance with RCW 79.01.184) timber on State

lands that may be benefited by the roads. When, in the State's judgment, the purchaser of such timber should pay a share of the monetary consideration for use of the roads, the State shall include in the timber sales contract an obligation that such purchaser shall pay directly to Rayonier an amount that, in the State's judgment, represents the proper share of the monetary consideration that such purchaser should pay for use of the roads or any segment or segments thereof until the entire monetary consideration has been paid and the State's obligation to pay the monetary consideration has been discharged. If Rayonier, as purchaser of such State timber, should become subject to a contract obligation to pay an amount that, in the State's judgment, represents the proper share of the monetary consideration that it, as a timber purchaser, should pay for use of the roads or any segment or segments thereof, Rayonier shall reduce pro tanto its account receivable from the State for the monetary consideration until the State's obligation to pay the monetary consideration is discharged. If, on the 1976 anniversary date of this instrument, the State has not yet entered into a timber sale agreement with a purchaser or purchasers obligated to pay to Rayonier the entire balance of the monetary consideration then due, the parties mutually shall recalculate the balance of the monetary consideration not obligated on the basis of the roads' 1976 replacement costs; provided, however, that, if a mutually agreeable recalculation is not achieved within 90 days of the 1976 anniversary date, Rayonier's unilateral determination of the recalculated balance of the monetary consideration

SEE PAYMENT
AGREEMENT
SD-A
105.

3. Payment for Timber Removed by State. All merchantable timber that necessarily must be removed from the rights-of-way by the State as a necessary incidence of the use, maintenance, repair, improvement and replacement of the roads shall be appraised, removed, sold and paid for by the State in accordance with the provisions of the parties' May 15, 1964 agreement.

4. Administration. Representatives of the parties shall meet at least once a year to discuss and, insofar as possible, agree upon the following matters: (a) intended use of the roads by each party; (b) rules and regulations for specific parts of the roads; (c) maintenance of the roads required as a result of public use; (d) maintenance methods; (e) the appointment and reappointment of a maintainer (that may be either one of the parties or a third party) who will maintain and resurface the roads or cause them to be maintained and resurfaced at a reasonable and agreed upon rate; and (f) the method of payment by which each party using the roads shall pay its share of the cost incurred by the maintainer in maintaining or resurfacing the roads. If the parties cannot agree on any one or more of the foregoing subjects, Rayonier's determinations of fact and decisions thereon shall be conclusive and binding on both parties.

5. Maintenance. For the purposes of this agreement, maintenance is defined as the normal work necessary to preserve and keep the roadway, road structure or road facility as nearly as possible in the condition existing at the time use commenced or as hereafter improved. Maintenance shall not include replacement, which is the act of replacing or recondi-

tioning road components that are destroyed, damaged, worn out or that have become unsafe from age, wear or the elements, and shall not include improvement, which is the act of reconditioning or replacing road components so that they are of a standard higher than that existing at the time use commenced.

5.1 Maintenance - Exclusive Use by One Party.

On completion of exclusive use of any part of the roads for heavy hauling by either party, it will leave that part of the roads in as good a condition as at the time it commenced such exclusive use.

5.2 Maintenance - Concurrent Use. During periods of concurrent use of any part of the roads for heavy hauling, each party will perform or cause to be performed its share of required maintenance or will pay or will cause to be paid to the other party a share of the cost of such maintenance. The parties' respective share shall be proportionate to the volume of logs and other forest products hauled by each party during the period of concurrent use over that part of the roads subject to concurrent use compared to the total volume of logs and other forest products hauled over such part of the roads during such period.

5.3 Maintenance - Resurfacing. If resurfacing is necessary as part of required maintenance, the parties' respective shares of the cost of resurfacing shall be proportionate to the volume of logs or other valuable materials hauled by each party over the part of the roads requiring resurfacing since the last resurfacing of that part.

6. Repairs. Each party agrees to repair or cause

to be repaired, at its sole cost and expense, damage to the roads or any part thereof that is caused by it in excess of the wear and tear that would be corrected by normal maintenance. If such damage to the roads or any part thereof cannot be assessed against either party because the parties are unable to agree on the specific road user or users that caused the damage, the repair of the damages shall be deemed to be a replacement subject to paragraph 7 hereof.

7. Improvements and Replacements. The cost of an improvement or replacement, if any, of the roads will be shared only if, prior to the time that the improvement or the replacement is made, the parties agree in writing as to how the cost thereof will be paid for and shared.

8. The State's Indemnification of Rayonier. To the full extent that it may legally do so, the State shall indemnify and hold harmless Rayonier from all loss, costs, liability, damage or expense, for injury to or death of persons and damage to or loss of property arising out of and caused by the sole negligence of the State, its officers, agents and employees, in connection with the exercise of rights and uses granted to it hereunder and in connection with the performance of obligations undertaken by it hereunder.

9. State's Notification of Rayonier. The State shall notify Rayonier not less than fifteen (15) days prior to each commencement of use of the roads for hauling of timber or other valuable materials, which notice shall set forth the name of the user exercising the State's rights, the portion

of the roads that will be used, and the approximate volume of timber and other valuable materials to be hauled.

10. Contract Requirements - State's Purchasers. In addition to the obligation to pay a share of the monetary consideration that the State may impose on purchasers of State land, timber and other valuable material benefited by the roads, the State shall require the purchaser of each sale of State land, timber or other valuable material benefited by the roads:

10.1 Indemnity. To indemnify and hold harmless Rayonier from all loss, cost, liability, damage or expense of any kind for injury to or death of persons and damage to or loss of property arising out of or connected in any way with the use or occupancy by said purchaser and his agents, employees and contractors of the roads and requiring each purchaser and his agents, employees and contractors to comply with each and every term and condition hereof.

10.2 Insurance. To deliver to Rayonier a certificate from an insurer qualified to do business in Washington certifying that there is in force and that there will remain in force during the term of the purchaser's use of the roads the insurer's policy of liability insurance in the form and to the limits hereinafter stipulated and that, if any such policy is to expire or is to be cancelled or modified, the insurer will give Rayonier written notice of such expiration or cancellation on a day certain that shall be not less than ten

days following Rayonier's receipt of such notice. The insurance shall be in the form of logger's personal injury and property damage coverage or its equivalent insuring said purchaser against all liability arising out of its operations, including the use of vehicles. Rayonier shall not be named as an insurer in any such policy. The minimum limits of such insurance shall be:

10.2.1 For log haulers, 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, and

10.2.2 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, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

10.2.3 Such other limits as the parties may agree upon in writing from time to time.

11. Assignability. Notwithstanding the parties' intention that the rights herein granted to the State shall benefit its successors and assigns, if any, as provided hereinabove, the rights herein granted to the State shall not be assigned by the State in whole or in part to any person or entity, except a person or entity that hereafter may become

the owner of State lands, State timber or State valuable material benefited by the roads. If this easement or any of the rights herein granted are so assigned, the assignment shall not become effective unless and until there shall have been delivered to Rayonier a writing executed by the assignee wherein the assignee shall have agreed to comply with and be bound by each and every term and condition hereof. If the State should abandon its use of the roads, this easement and all rights hereunder shall revert to and become the property of Rayonier, its successors or assigns, free and clear of any right or claim of the State, its successors or assigns, and upon request, the State shall execute and deliver to Rayonier, its successors or assigns, an instrument in form suitable for recording, quitclaiming to Rayonier, its successors or assigns, all interest in said property.

IN WITNESS WHEREOF, the parties have executed this agreement and easement as of the 27th day of July, 1971.

Form Approved:

P.C.S.O.-N.
B. W. R. W. J. J. 17
C.V.L.

ITT RAYONIER INCORPORATED

By [Signature]
Its President

By [Signature]
Its Secretary

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By [Signature]
Bert L. Cole
Commissioner of Public Lands

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 14th day of July, 1971, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared C. E. Anderson and

R. L. Lingelbach to me known to be the President and Secretary respectively, of ITT RAYONIER INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.



Mary E. O'Brien
Notary Public in and for the State
of New York, residing at New York, N.Y.

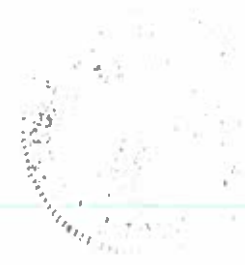
MARY E. O'BRIEN
Notary Public, State of New York
No. 31-8179295
Qualified in New York County
Commission Expires March 30, 1978

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 20 day of July, 1971, before me, the undersigned, personally appeared Bert W. Cole, 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.

[Signature]
Notary Public in and for the State
of Washington, residing at Olympia.



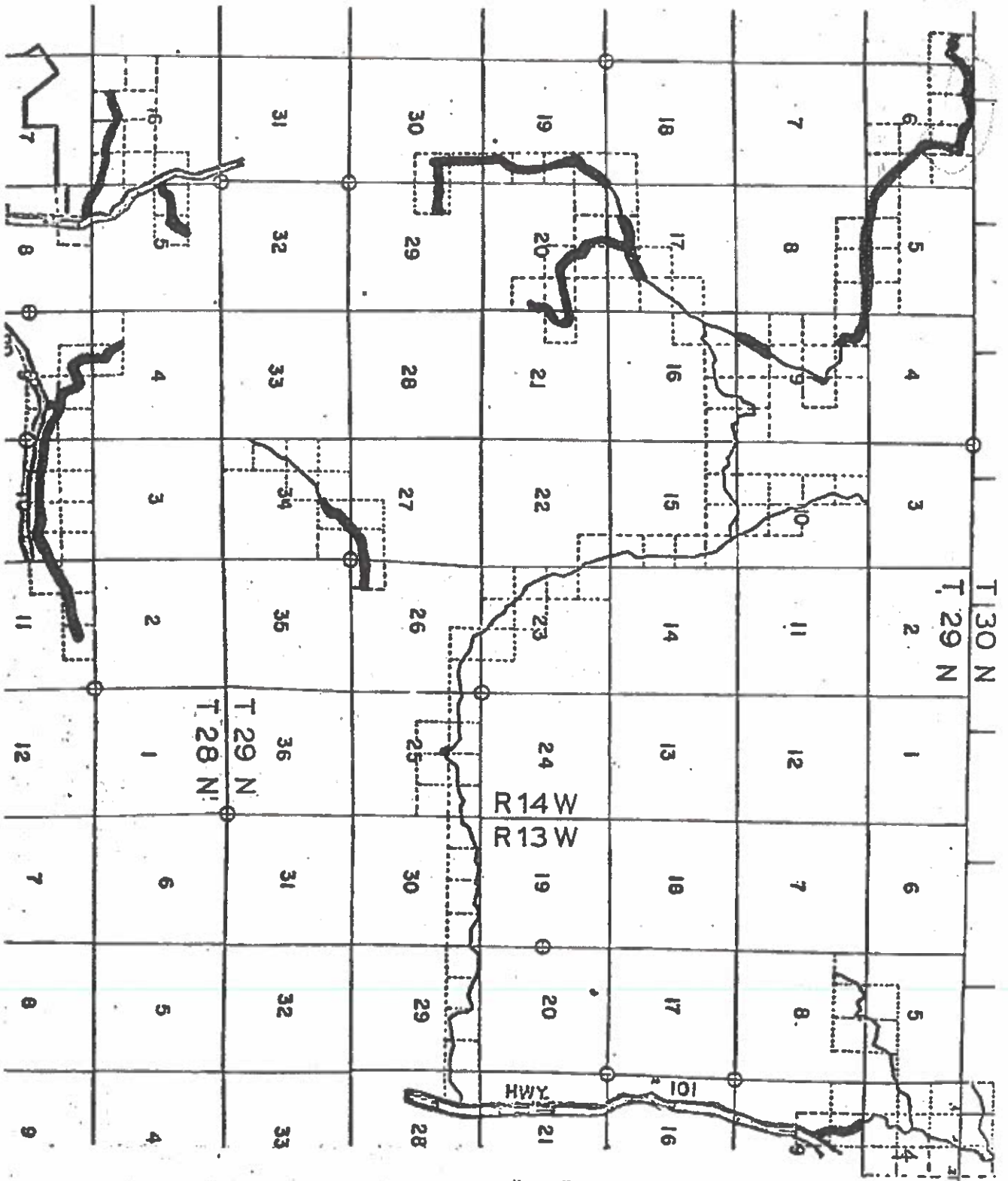


PLATE "A" 1

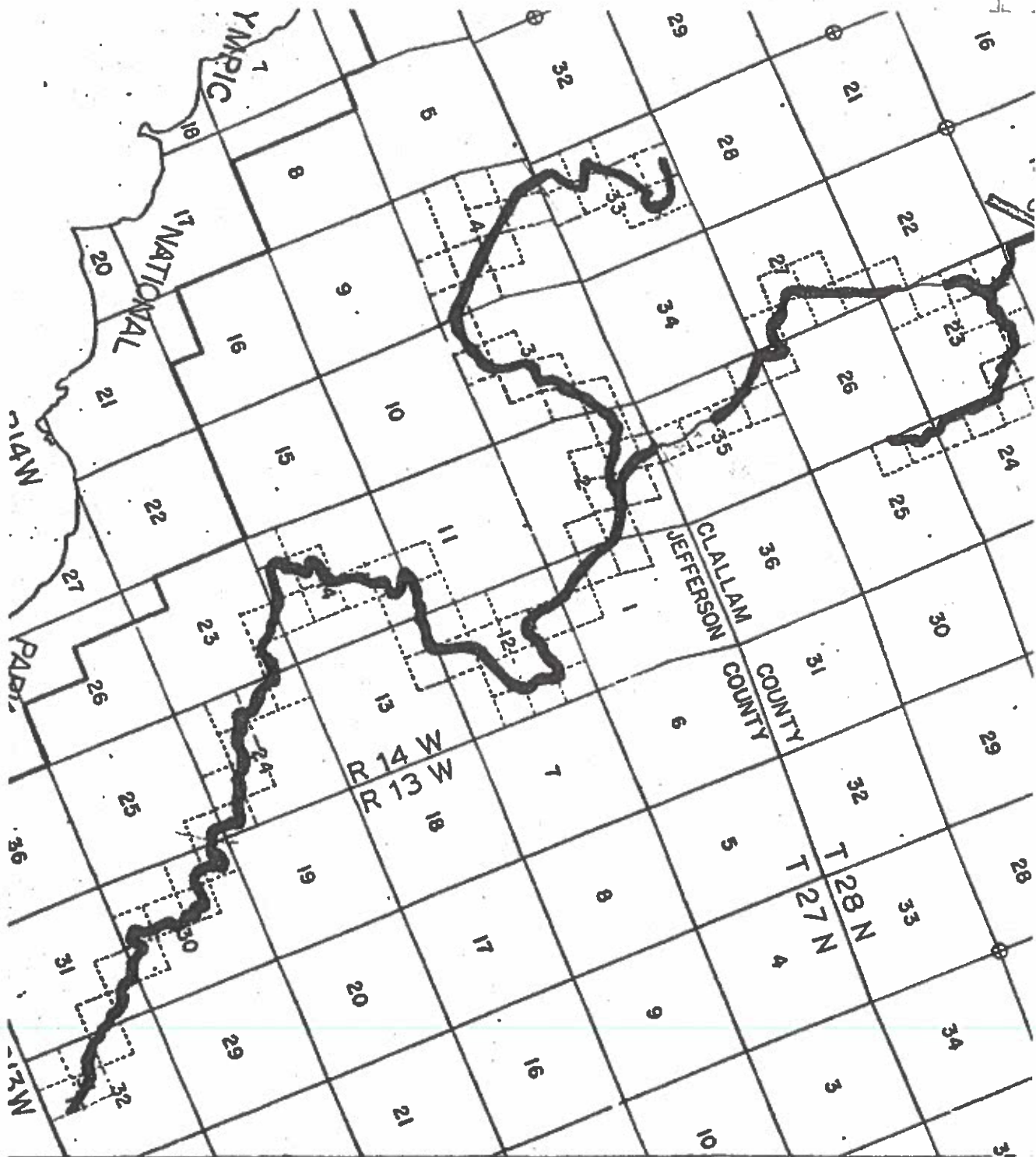


EXHIBIT "A-2"

 Public roads.

EXHIBIT "B"

ITT Rayonier Ownership

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Subdivision</u>
27 N	13 W	30	Gov. Lots 1-2, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
		31	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
		32	SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
27 N	14 W	1	Gov. Lot 12, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
		2	Gov. Lots 3-5-6-7-9-10-11
		3	Gov. Lots 8-9-10, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
		4	SE $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 3-4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
		11	S $\frac{1}{2}$ SE $\frac{1}{4}$
		12	NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
		13	N $\frac{1}{2}$ NW $\frac{1}{4}$
		14	N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
		23	N $\frac{1}{2}$ NE $\frac{1}{4}$
		24	W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
		25	NE $\frac{1}{4}$ NE $\frac{1}{4}$
28 N	14 W	4	S $\frac{1}{2}$ SW $\frac{1}{4}$
		5	S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
		6	Lot 12, S $\frac{1}{2}$ SE $\frac{1}{4}$
		8	N $\frac{1}{2}$ NW $\frac{1}{4}$
		9	NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
		10	S $\frac{1}{2}$ N $\frac{1}{2}$
		11	W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$
		14	W $\frac{1}{2}$ SW $\frac{1}{4}$
		22	SE $\frac{1}{4}$ SE $\frac{1}{4}$
		23	Gov. Lots 2-3-4-5-6-7, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
		24	SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
		25	W $\frac{1}{2}$ NW $\frac{1}{4}$
		26	SW $\frac{1}{4}$ SW $\frac{1}{4}$
27	E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$		
33	W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$		
35	N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$		
29 N	13 W	9	NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

EXHIBIT "B"

ITT Rayonier Ownership

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Subdivision</u>
29 N	14 W	5	S $\frac{1}{2}$ S $\frac{1}{2}$
		6	Gov. Lots 2-3-4, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
		8	N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
		9	SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
		17	Gov. Lot 2, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
		18	SE $\frac{1}{4}$ SE $\frac{1}{4}$
		19	E $\frac{1}{2}$ E $\frac{1}{2}$
		20	Gov. Lots 2-3-4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$
		21	SW $\frac{1}{4}$ NW $\frac{1}{4}$
		25	SE $\frac{1}{4}$ NW $\frac{1}{4}$
		26	SW $\frac{1}{4}$ SW $\frac{1}{4}$
		27	S $\frac{1}{2}$ SE $\frac{1}{4}$
		29	SW $\frac{1}{4}$ NW $\frac{1}{4}$
		30	E $\frac{1}{2}$ NE $\frac{1}{4}$
34	N $\frac{1}{2}$ NE $\frac{1}{4}$		
29 N	15 W	1	Lot 1

RECEIVED
 Dept. of Natural Resources
 1971 JUL 23 10:12 AM
 560
 C. C.
 Andrew Brown

105011

Received 19.1.1971
 Andrew Brown

510513
EASEMENT AMENDMENT

THIS EASEMENT AND AMENDMENT is made and entered into this 5th day of August, 19 80, by and between the STATE OF WASHINGTON acting by and through the Department of Natural Resources, herein called the "State," and ITT RAYONIER INCORPORATED, a Delaware corporation, herein called "Rayonier," with reference to the following facts:

A. On July 12, 1971, Rayonier and the State entered into a certain Easement and Agreement which was recorded in the records of Clallam County under Auditor's File No. 405011 in Volume 360 of Deeds, Pages 429-442, and also recorded in the records of Jefferson County under Auditor's File No. 209844 in Volume 27, Pages 143-156.

B. The State and Rayonier desire hereby to amend the Easement and Agreement so as to add certain roads thereto.

NOW THEREFORE, the State and Rayonier mutually agree as follows:

1. In consideration of: The State's promise to pay or to cause to be paid to Rayonier the sum of Thirty-One Thousand Four Hundred Thirty-Five and No/100 Dollars (\$31,435.00) and the grant to it of a reciprocal easement hereinafter granted by the State, Rayonier does hereby grant and convey to the State, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("the State") a perpetual, nonexclusive easement to use, maintain, repair, improve and replace the existing logging truck roads ("the roads") heretofore constructed within the rights of way sixty (60) feet in width lying thirty (30) feet on either side of the existing road centerlines located approximately as shown on attached Exhibit C ("the rights of way") that traverse the legal subdivisions described in attached Exhibit A, all of which exhibits, by this reference, are incorporated herein.

2. In consideration of: The grant to it of a reciprocal easement hereinabove granted by Rayonier, State does hereby grant and convey to Rayonier, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("Rayonier") a perpetual, nonexclusive easement to use, maintain, repair, improve and replace the existing logging truck roads ("the roads") heretofore constructed within the rights of way sixty (60) feet in width lying thirty (30) feet on either side of the existing road centerlines located approximately as shown on attached Exhibit C ("the rights of way") that traverse the legal subdivisions described in attached Exhibit B, all of which exhibits, by this reference, are incorporated herein.

3. Except as herein expressly amended, the Easement and Agreements are hereby confirmed and ratified and remain in full force and effect.

Dated this 5th day of August, A.D. 19 80.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Bert L. Cole

By *Bert L. Cole*, Adm. Asst.
BERT L. COLE
Commissioner of Public Lands



ITT RAYONIER INCORPORATED

By *[Signature]*
Its ~~President~~ Vice President & General Manager

By *[Signature]*
Its Secretary
Assistant Secretary

Easement No. 50

mmg *102/mag*

Alfred Little
8/5/80

WASHINGTON
STATE OF ~~NEW YORK~~)
KING) ss
COUNTY OF ~~NEW YORK~~)

On this 30th day of July, 19 80, before me the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared P. C. Woolwine and D. A. Berner to me known to be the Vice President & General Mgr. and Assistant Secretary respectively, of ITT RAYONIER INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.



P. C. Woolwine
Notary Public in and for the State of
~~New York~~, residing at Auburn
Washington

~~STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)~~

~~On this _____ day of _____, 19 _____, before me personally appeared BERT L. COLE, 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.~~

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 6th day of August, 1980, before me personally appeared BEVERLY R. KIUCHI, to me known to have signature authorization delegated to her to sign for BERT L. COLE, 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 she 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.



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

510516

EXHIBIT A

RAYONIER LANDS

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
N $\frac{1}{2}$ NW $\frac{1}{4}$	8	28 North	14 West
N $\frac{1}{2}$ N $\frac{1}{2}$	9	28 North	14 West
Government Lots 1, 2, 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$	1	29 North	15 West
SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	20	30 North	14 West
NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	29	30 North	14 West
Government Lots 3, 4, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	31	30 North	14 West
NW $\frac{1}{4}$ NW $\frac{1}{4}$	32	30 North	14 West

App. No. 50

EXHIBIT B

STATE LANDS

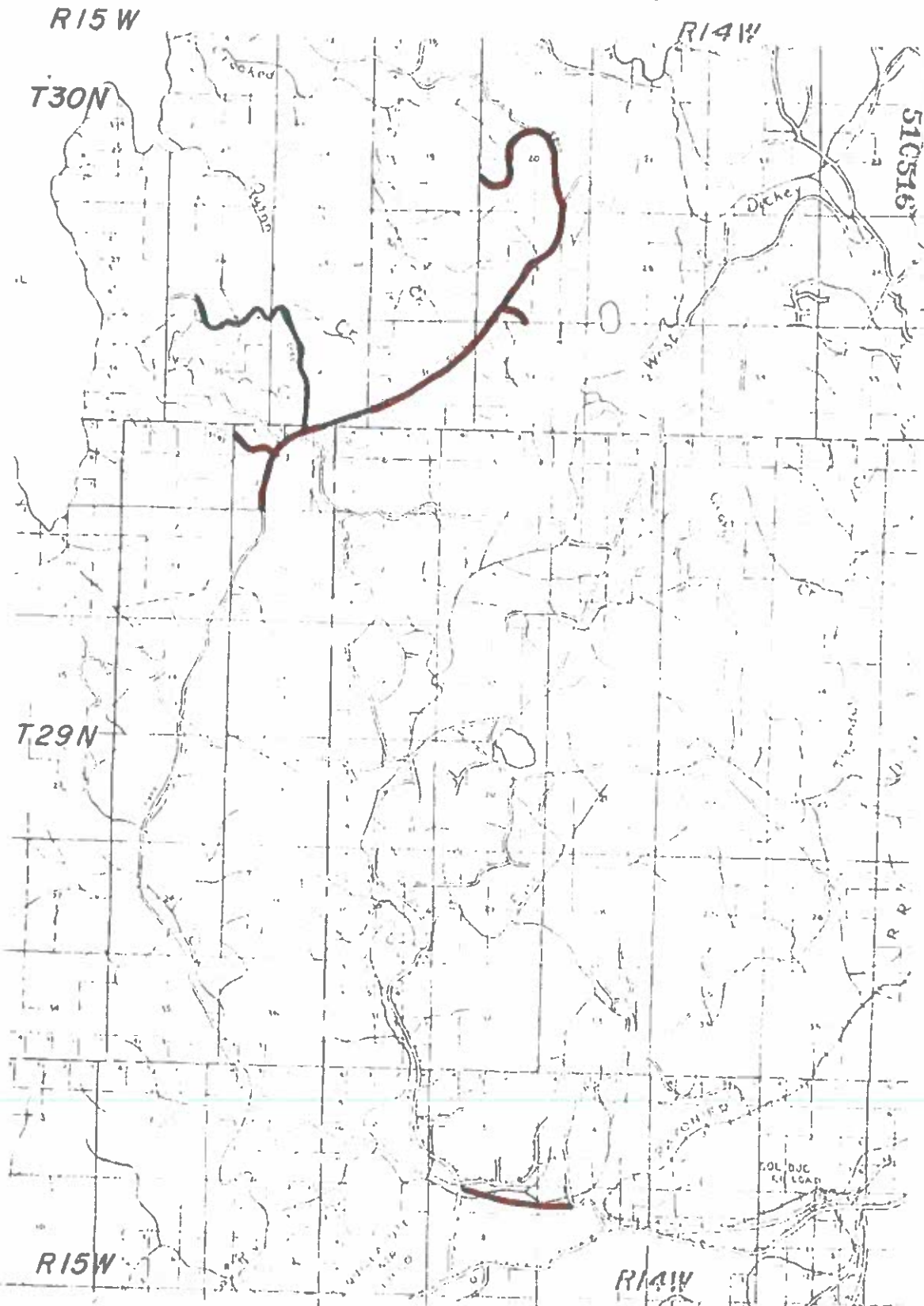
<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SW $\frac{1}{4}$ SW $\frac{1}{4}$	25	30 North	15 West
SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	26	30 North	15 West
N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	35	30 North	15 West
NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	36	30 North	15 West

App. No. 50

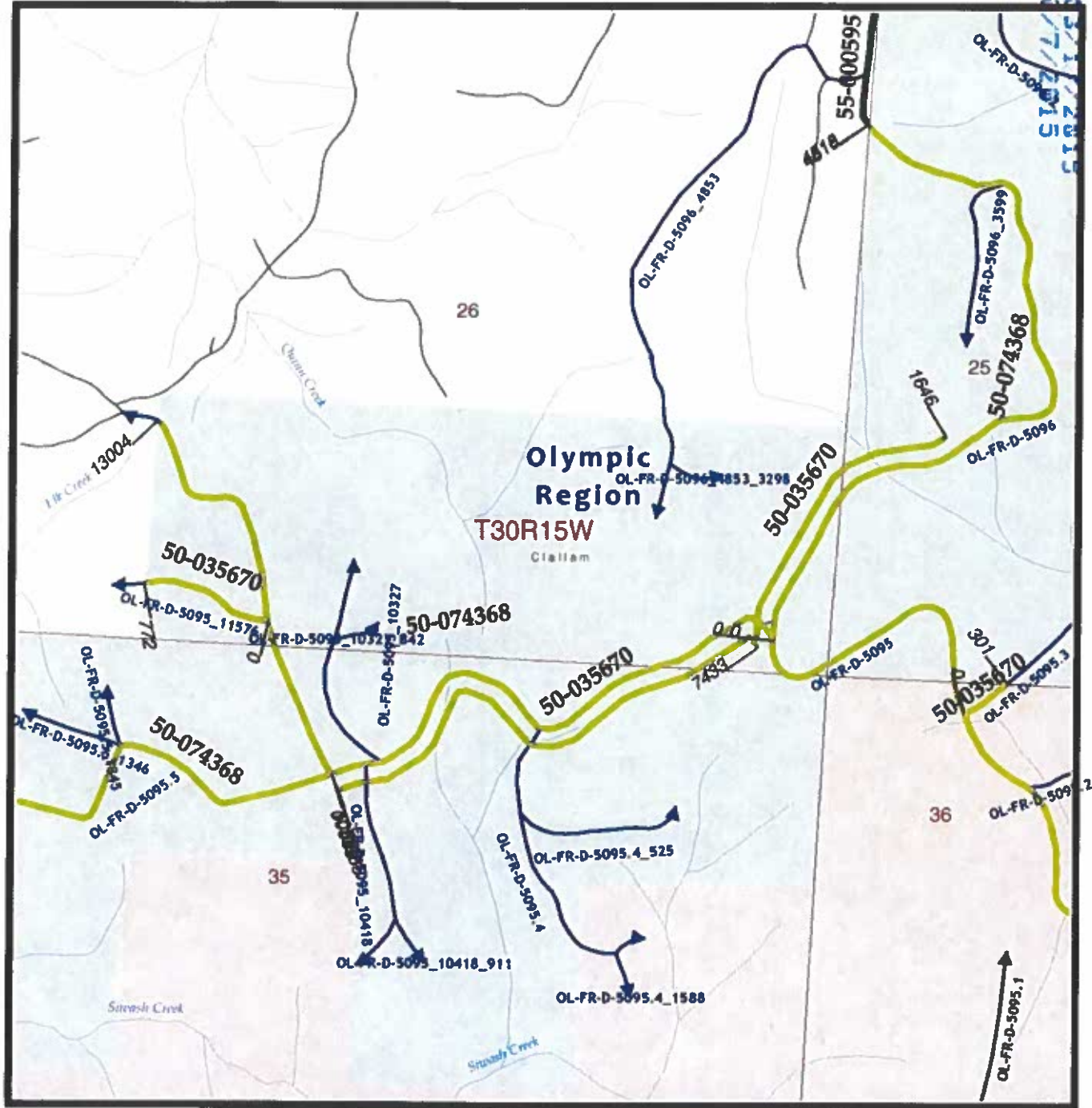
FILED FOR RECORD AT THE REQUEST
OF *Dept of Natural Resources*
RECORDED IN RECORDS OF CLALLAM CO.
1950 AUG 13 PM 2:00
581 *501*
J. H. C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
BY *[Signature]*

EXHIBIT "C"

JOINT USE ROADS;
ACROSS STATE LAND: —
ACROSS RAYONIER LAND: =



TRO
 3/1/2015
 7/2/15



Right of Way Easements Road by USGS Class

Grant Code

- 1: Acquired by DNR
- 2: Granted by DNR
- 3: Merged in Title

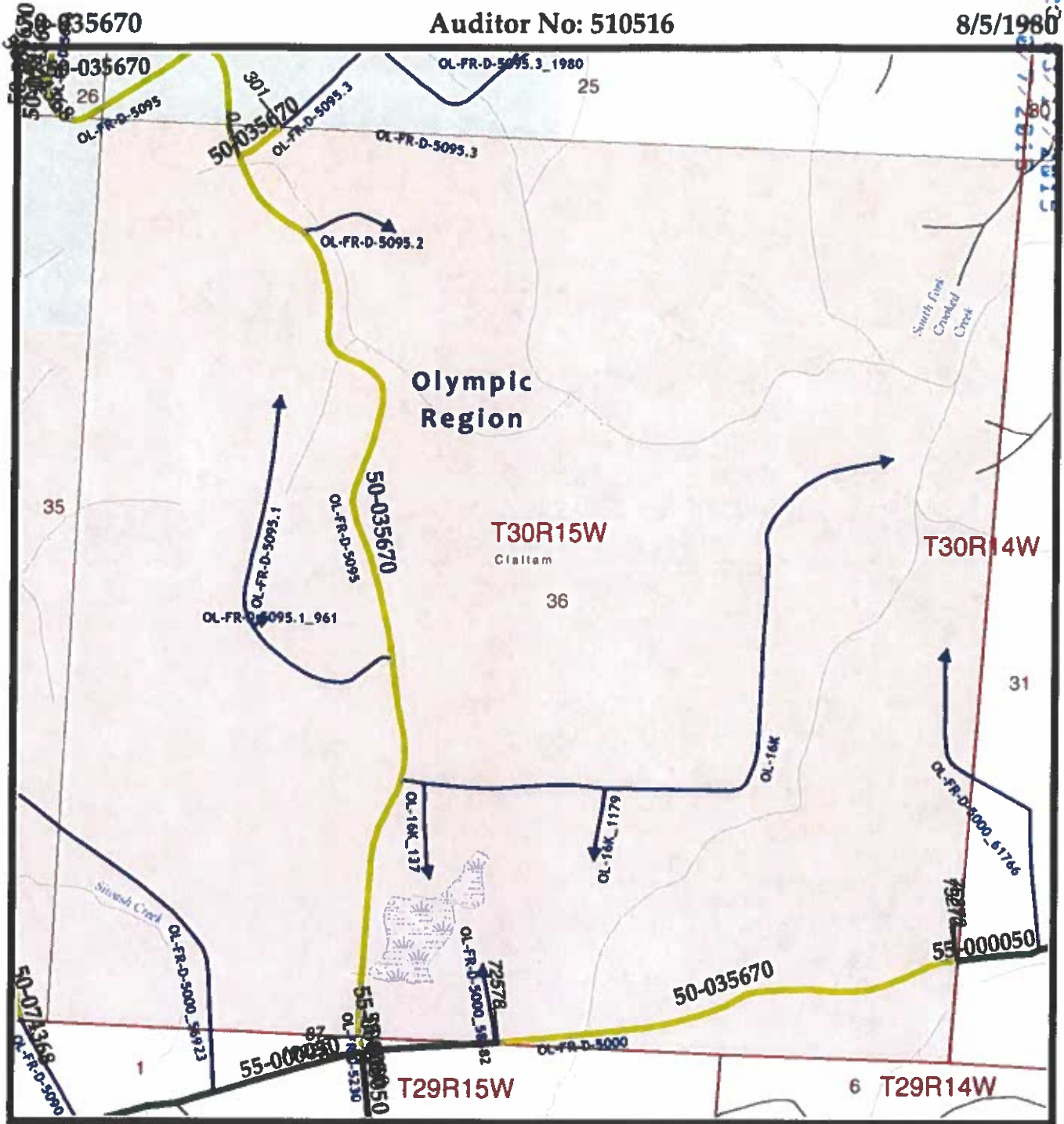
DNR Routes

Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- 5: 4 wheel drive

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands;



Right of Way Easements Road by USGS Class

Grant Code

1: Acquired by DNR

2: Granted by DNR

3: Merged in Title

DNR Routes

Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
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DNR Managed Lands

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- Other DNR-Managed Lands;

	A	B	C	D	E	F	G	H	I
1	ATB Indexing Form								
2	<i>Note: Please leave fields blank if not applicable</i>						PAS Initials	BH	
3	Prefix	55							
4	Agreement Number	55-000938							
5	Document Type	contract							
6	Agreement Name								
7	Transaction Type	easement - road							
8	Effective Date/Date Granted	3/20/1973							
9	Expiration Date	Indef.							
10	Grantee/Lessee/Buyer	DNR							
11	Grantor/Lessor/Seller	ITT Rayonier Inc.							
12									
13	Water Body (aquatics)								
14	Notes (Deed file # or Aquatic Plate Reference)	existing roads							
15	Additional Parcel Information or special instructions	recording #422075							
16									
17	GIS Parcel ID Entries	County	Clallam	County,					
18									
19		Region	Olympic						
20					Sec	Tap	Range	E/W	G. Lot
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24	Parcel ID 4		Parcel ID 24		16	29	15	W	
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28	Parcel ID 8		Parcel ID 28		26	29	15	W	
29	Parcel ID 9		Parcel ID 29		27	29	15	W	
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39	Parcel ID 19		Parcel ID 39						
40	Parcel ID 20		Parcel ID 40						

422075
EASEMENT AND AGREEMENT

02973

In consideration of: the grant to it of a reciprocal easement of even date by the STATE OF WASHINGTON, acting by and through its Department of Natural Resources and the State's compliance with each and every term and condition hereof, including the State's promise to pay or to cause to be paid to the grantor Rayonier the sum of Fifty Eight Thousand Two Hundred Eighty and No/100 Dollars (\$58,280.00) ("the monetary consideration") in accordance with the provision of paragraph 2 hereof,

The grantor, ITT RAYONIER INCORPORATED, a Delaware corporation, with the offices of its Northwest Timber Division at Hoquiam, Washington ("Rayonier"), does hereby grant and convey to the State, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("the State") a perpetual, nonexclusive easement to use, maintain, repair, improve and replace the existing logging truck roads ("the roads") heretofore constructed within the rights of way sixty (60) feet in width lying thirty (30) feet on either side of the existing road center lines located approximately as shown on attached EXHIBIT A ("the rights-of-way") that traverse the legal subdivisions described in attached EXHIBIT B, all of which exhibits, by this reference, are incorporated herein.

Rayonier reserves to itself, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material all right, title and interest to all merchantable timber located within the rights-of-way that has not been removed therefrom prior to the date hereof and to all timber located within the rights-of-way that may become merchantable subsequent to the date hereof and all rights and privileges with respect to the roads and rights-of-way not expressly granted to the State herein, including, without limitation, the right at its own risk to continue to use the roads and rights-of-way on the terms and conditions hereinafter provided.

The rights granted and reserved herein shall be exercised on and subject to the following terms and conditions:

1. Restrictions on State's Use. The roads may be used by the State for access to and egress from lands now owned or hereafter acquired by the State that are benefited by the roads for: (a) land management and administration activities; (b) valuable material removal and (c) public access to and egress from such lands for recreational purposes; provided, however, that the use of the roads by the State and by the public for the aforementioned purposes shall be subject to such rules, regulations, limitations and restrictions as may be established and at any time and from time to time re-established by either party hereto.

2. State's promise to pay or to cause to be paid the monetary consideration. The State promises hereby to pay the monetary consideration to Rayonier from appropriated funds, if such become available, or, if appropriated funds are not available, to cause the monetary consideration to be paid to Rayonier directly by the purchaser of State land, timber or other valuable material benefited by the roads. In particular, the State intends to offer for sale (as soon as it is both practical and in accordance with RCW 79.01.184) timber on State lands that may be benefited by the roads. When, in the State's judgment, the purchaser of such timber should pay a share of the monetary consideration for use of the roads, the State shall include in the timber sales contract an obligation that such purchaser shall pay directly to Rayonier an amount that, in the State's judgment, represents the proper share of the monetary consideration that such purchaser should pay for use of the roads or any segment or segments thereof until the entire monetary consideration has been paid and the State's obligation to pay the monetary consideration has been discharged. If Rayonier, as purchaser of such State timber, should become subject to a contract obligation to pay an amount that, in the State's judgment, represents the proper share of the monetary consideration that it, as a timber purchaser, should pay for use of the roads or any segment or segments thereof, Rayonier shall reduce pro tanto its account receivable from the State for the monetary consideration until the State's obligation to pay the monetary consideration is discharged. If, on the 1978 anniversary date of this instrument, the State has not yet entered into a timber sale agreement with a purchaser or purchasers obligated to pay to Rayonier the entire balance of the monetary consideration then due, the parties mutually shall recalculate the balance of the monetary consideration not obligated on the basis of the roads 1978 replacement costs; provided, however, that, if a mutually agreeable recalculation is not achieved within 90 days of the 1978 anniversary date, Rayonier's unilateral determination of the recalculated balance of the monetary consideration shall be conclusive and binding on both parties.

Existing Rds

VOL 399 PAGE 303

3. Payment for Timber Removed by State. All merchantable timber that necessarily must be removed from the rights-of-way by the State as a necessary incidence of the use, maintenance, repair, improvement and replacement of the road shall be appraised, removed, sold and paid for by the State in accordance with the provisions of the parties' May 15, 1964 agreement.

4. Administration. Representatives of the parties shall meet at least once a year to discuss and, insofar as possible, agree upon the following matters: (a) intended use of the roads by each party, (b) rules and regulations for specific parts of the roads; (c) maintenance of the roads required as a result of public use; (d) maintenance methods; (e) the appointment and reappointment of a maintainer (that may be either one of the parties or a third party) who will maintain and resurface the roads or cause them to be maintained and resurfaced at a reasonable and agreed upon rate; and (f) the method of payment by which each party using the roads shall pay its share of the cost incurred by the maintainer in maintaining or resurfacing the roads. If the parties cannot agree on any one or more of the foregoing subjects, Rayonier's determinations of fact and decisions thereon shall be conclusive and binding on both parties.

5. Maintenance. For the purposes of this agreement, maintenance is defined as the normal work necessary to preserve and keep the roadway, road structure or road facility as nearly as possible in the condition existing at the time use commenced or as hereafter improved. Maintenance shall not include replacement, which is the act of replacing or reconditioning road components that are destroyed, damaged, worn out or that have become unsafe from age, wear or the elements, and shall not include improvement, which is the act of reconditioning or replacing road components so that they are of a standard higher than that existing at the time use commenced.

5.1 Maintenance - Exclusive Use by One Party. On completion of exclusive use of any part of the roads for heavy hauling by either party, it will leave that part of the roads in as good a condition as at the time it commenced such exclusive use.

5.2 Maintenance - Concurrent Use. During periods of concurrent use of any part of the roads for heavy hauling, each party will perform or cause to be performed its share of required maintenance or will pay or will cause to be paid to the other party a share of the cost of such maintenance. The parties' respective share shall be proportionate to the volume of logs and other forest products hauled by each party during the period of concurrent use over that part of the roads subject to concurrent use compared to the total volume of logs and other forest products hauled over such part of the roads during such period.

5.3 Maintenance - Resurfacing. If resurfacing is necessary as part of required maintenance, the parties' respective shares of the cost of resurfacing shall be proportionate to the volume of logs or other valuable materials hauled by each party over the part of the roads requiring resurfacing since the last resurfacing of that part.

6. Repairs. Each party agrees to repair or cause to be repaired, at its sole cost and expense, damage to the roads or any part thereof that is caused by it in excess of the wear and tear that would be corrected by normal maintenance. If such damage to the roads or any part thereof cannot be assessed against either party because the parties are unable to agree on the specific road user or users that caused the damage, the repair of the damages shall be deemed to be a replacement subject to paragraph 7 hereof.

7. Improvements and Replacements. The cost of an improvement or replacement, if any, of the roads will be shared only if, prior to the time that the improvement or the replacement is made, the parties agree in writing as to how the cost thereof will be paid for and shared.

8. The State's Indemnification of Rayonier. To the full extent that it may legally do so, the State shall indemnify and hold harmless Rayonier from all loss, costs, liability, damage or expense, for injury to or death of persons and damage to or loss of property arising out of and caused by the sole negligence of the State, its officers, agents and employees, in connection with the exercise of rights and uses granted to it hereunder and in connection with the performance of obligations undertaken by it hereunder.

9. State's Notification of Rayonier. The State shall notify Rayonier not less than fifteen (15) days prior to each commencement of use of the roads for hauling of timber or other valuable materials, which notice shall set forth the name of the user exercising the State's rights, the portion of the roads that will be used, and the approximate volume of timber and other valuable materials to be hauled.

10. Contract Requirements - State's Purchasers. In addition to the obligation to pay a share of the monetary consideration that the State may impose on purchasers of State land, timber and other valuable material benefited by the roads, the State shall require the purchaser of each sale of State land, timber or other valuable material benefited by the roads:

10.1 Indemnity. To indemnify and hold harmless Rayonier from all loss, cost, liability, damage or expense of any kind for injury to or death of persons and damage to or loss of property arising out of or connected in any way with the use or occupancy by said purchaser and his agents, employees and contractors of the roads and requiring each purchaser and his agents, employees and contractors to comply with each and every term and condition hereof.

10.2 Insurance. To deliver to Rayonier a certificate from an insurer qualified to do business in Washington certifying that there is in force and that there will remain in force during the term of the purchaser's use of the roads the insurer's policy of liability insurance in the form and to the limits hereinafter stipulated and that, if any such policy is to expire or is to be cancelled or modified, the insurer will give Rayonier written notice of such expiration or cancellation on a day certain that shall be not less than ten days following Rayonier's receipt of such notice. The insurance shall be in the form of logger's personal injury and property damage coverage or its equivalent insuring said purchaser against all liability arising out of its operations, including the use of vehicles. Rayonier shall not be named as an insured in any such policy. The minimum limits of such insurance shall be:

10.2.1 For log haulers, 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, and

10.2.2 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, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

10.2.3 Such other limits as the parties may agree upon in writing from time to time.

11. Assignability. Notwithstanding the parties' intention that the rights herein granted to the State shall benefit its successors and assigns, if any, as provided hereinabove, the rights herein granted to the State shall not be assigned by the State in whole or in part to any person or entity, except a person or entity that hereafter may become the owner of State lands, State timber or State valuable material benefited by the roads. If this easement or any of the rights herein granted are so assigned, the assignment shall not become effective unless and until there shall have been delivered to Rayonier a writing executed by the assignee wherein the assignee shall have agreed to comply with and be bound by each and every term and condition hereof. If the State should abandon its use of the roads, this easement and all rights hereunder shall revert to and become the property of Rayonier, its successors or assigns, free and clear of any right or claim of the State, its successors or assigns, and upon request, the State shall execute and deliver to Rayonier, its successors or assigns, an instrument in form suitable for recording, quitclaiming to Rayonier, its successors or assigns, all interest in said property.

TRU 1/25/2014

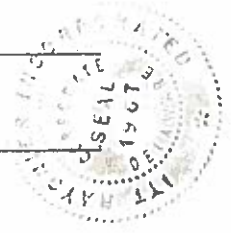
IN WITNESS WHEREOF, the parties have executed this agreement and easement as of the 20th day of March, 1973.

ITT RAYONIER INCORPORATED

APPROVED AS TO FORM
P.C.S.O. 1 W.
*

By C.E. Anderson
Its President

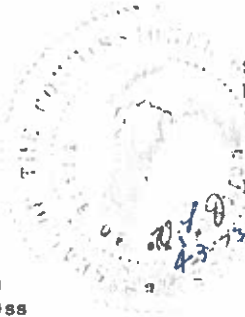
By R.E. Klein
Its Secretary
1st.



20th
9/27
1973

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert Cole
BERT L. COLE
Commissioner of Public Lands

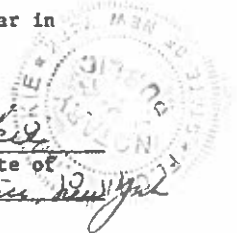


db
STATE OF NEW YORK)
)ss
COUNTY OF NEW YORK)

On this 20th day of March, 1973, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared C.E. Anderson and R.E. Klein to me known to be the President and 1st Secretary respectively, of ITT RAYONIER INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

Flora C. Mackie
Notary Public in and for the State of
New York, residing at 2nd Ave, New York



STATE OF WASHINGTON)
)ss
COUNTY OF THURSTON)

FLORA C. MACKIE
Notary Public, State of New York
No. 60-2456500
Qualified in Westchester County
Cert. Filed in New York County
Commission Expires March 31, 1979 (3) added 5/17/73
3/4

On this 5 day of April, 1973, before me, the undersigned, personally appeared Bert L. Cole, 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.

Charles A. Schatz
Notary Public in and for the State
of Washington, residing at Olympia.



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

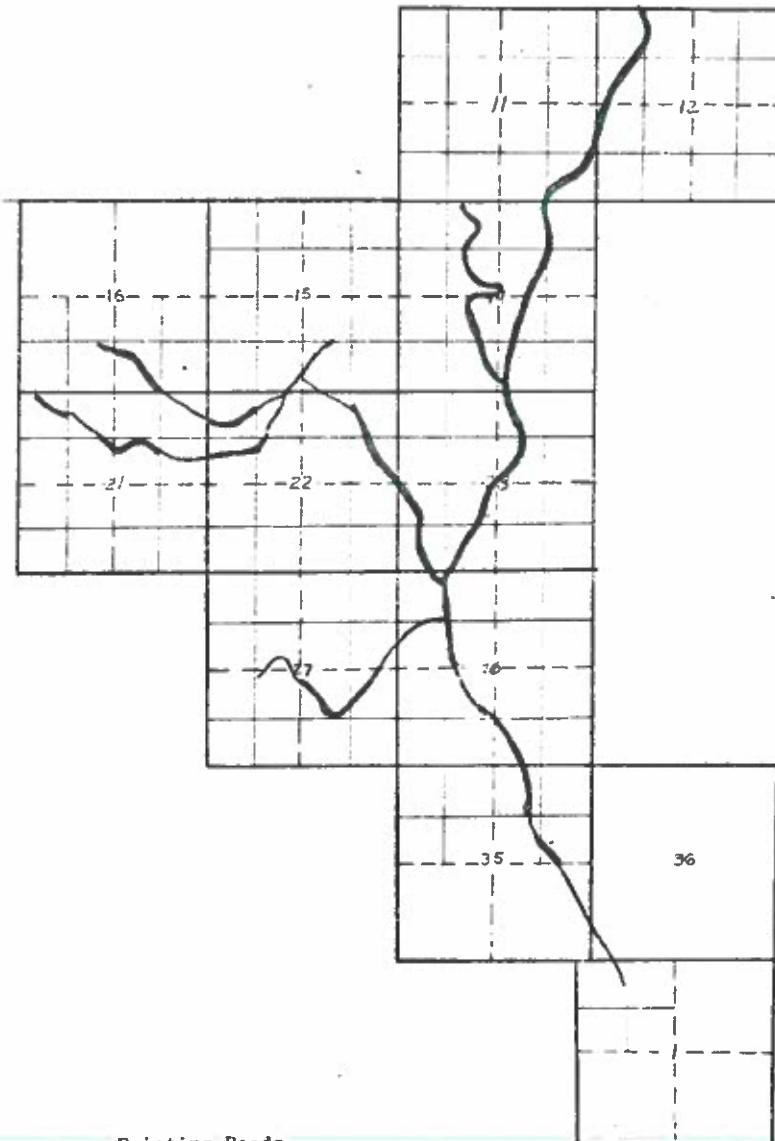
TRG 1/25/2014

Form No. _____
Name _____

County Clallam
District _____

T 22 N R 15 W.M.
25

R 15 W



T 29 N

T 28 N

Existing Roads


ITT Rayonier to State - 

EXHIBIT 'A'

R/W = 30 feet
SCALE: 1.3 in = 1 mi

DRAWN BY: GHV
DATE: 1/25/14

(CORNERS)

- APPROXIMATE
- ACCURATE
- COINCIDENT
- OTHER AGENCY

1/16
VOL 399 PAGE 307

E X H I B I T B

ITT RAYONIER LANDS

Existing Roads

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
NE $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	11	29N	15W
N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	12	29N	15W
NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	14	29N	15W
SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	16	29N	15W
NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$	21	29N	15W
NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$	22	29N	15W
W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	23	29N	15W
N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	26	29N	15W
N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	27	29N	15W
NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	35	29N	15W

FILED FOR RECORD AND TO BE DEPOSITED
 OF *Dept of Natural Resources*
 RECORDED FILE NO. 399-303
 1973 APR 18 PM 11:15
Justin Brown

422075

	A	B	C	D	E	F	G	H	I
1	ATB Indexing Form								
2	<i>Note. Please leave fields blank if not applicable</i>						PAS initials	BH	
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I

422076

02974

EASEMENT AND AGREEMENT

In consideration of: the grant to it of a reciprocal easement of even date by the STATE OF WASHINGTON, acting by and through its Department of Natural Resources and the State's compliance with each and every term and condition hereof.

The grantor, ITT RAYONIER INCORPORATED, a Delaware corporation, with the offices of its Northwest Timber Division at Hoquiam, Washington ("Rayonier"), does hereby grant and convey to the STATE OF WASHINGTON, acting by and through its Department of Natural Resources, and to its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material ("the State") a perpetual, nonexclusive easement to construct, use, maintain, repair, improve and replace the logging truck roads, and truck road extensions to be constructed ("the roads") within rights of way sixty (60) feet in width lying thirty (30) feet on either side of the road center line, together with such additional widths as may be necessary to accommodate cuts and fills, located approximately as shown on attached ~~Rayonier's plat~~ "the right-of-way") and as more specifically shown on that plat of definite location on file in the office of the Commissioner of Public Lands at Olympia, Washington that traverse the legal subdivisions described on attached EXHIBIT B, which plat and both of which exhibits, by this reference, are incorporated herein.

Rayonier reserves to itself, its successors and assigns, including, without limitation, its agents, contractors and purchasers of valuable material all right, title and interest to all merchantable timber located within the rights-of-way that has not been removed therefrom prior to the date hereof and to all timber located within the rights-of-way that may become merchantable subsequent to the date hereof and all rights and privileges with respect to the roads and rights-of-way not expressly granted to the State herein, including, without limitation, the right at its own risk to continue to use the roads and rights-of-way on the terms and conditions hereinafter provided.

The rights granted and reserved herein shall be exercised on and subject to the following terms and conditions:

1. Restrictions on State's Use. The roads may be used by the State for access to and egress from lands now owned or hereafter acquired by the State that are benefited by the roads for: (a) land management and administration activities; (b) valuable material removal and (c) public access to and egress from such lands for recreational purposes; provided, however, that the use of the roads by the State and by the public for the aforementioned purposes shall be subject to such rules, regulations, limitations and restrictions as may be established and at any time and from time to time re-established by either party hereto.

2. Restrictions on Rayonier's Use. In the event that Rayonier should desire to use the road for the purpose of heavy hauling, it shall notify the State of such intention in writing. Prior to commencement of such use Rayonier and the State shall jointly determine the then current replacement cost of the road and the estimated volume of timber and other valuable materials that have been and will be transported over said road by Rayonier and by all users, which replacement cost shall be determined as of the date of the written notice of intention by Rayonier to use the road. Rayonier shall then reimburse the State for its percentage of said current replacement cost of the road, which percentage shall be equal to the percentage that the total estimated volume of Rayonier-owned timber and other valuable materials that will be transported over the road bears to the total estimated volume of timber and other valuable materials that have been and will be transported over the road by all users. The payments by Rayonier will be made as agreed upon by the parties.

3. Payment for Timber Removed by State. All merchantable timber that necessarily must be removed from the rights-of-way by the State as a necessary incidence of the use, maintenance, repair, improvement and replacement of the road shall be appraised, removed, sold and paid for by the State in accordance with the provisions of the parties' May 15, 1964 agreement.

4. Administration. Representatives of the parties shall meet at least once a year to discuss and, insofar as possible, agree upon the following matters: (a) intended use of the roads by each party; (b) rules and regulations for specific parts of the roads; (c) maintenance of the roads required as a result of public use; (d) maintenance methods; (e) the appointment and reappointment of a maintainer (that may be either one of the parties or a third party) who will maintain and resurface the roads or cause them to be maintained and resurfaced at a reasonable and agreed upon rate; and (f) the method of payment by which each party using the roads shall pay its share of the cost incurred by the maintainer in maintaining or resurfacing the roads. If the parties cannot agree on any one or more of the foregoing subjects, Rayonier's determinations of fact and decisions thereon shall be conclusive and binding on both parties.

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5.1 Maintenance - Exclusive Use by One Party. On completion of exclusive use of any part of the roads for heavy hauling by either party, it will leave that part of the roads in as good a condition as at the time it commenced such exclusive use.

5.2 Maintenance - Concurrent Use. During periods of concurrent use of any part of the roads for heavy hauling, each party will perform or cause to be performed its share of required maintenance or will pay or will cause to be paid to the other party a share of the cost of such maintenance. The parties' respective share shall be proportionate to the volume of logs and other forest products hauled by each party during the period of concurrent use over that part of the roads subject to concurrent use compared to the total volume of logs and other forest products hauled over such part of the roads during such period.

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8. The State's Indemnification of Rayonier. To the full extent that it may legally do so, the State shall indemnify and hold harmless Rayonier from all loss, costs, liability, damage or expense, for injury to or death of persons and damage to or loss of property arising out of and caused by the sole negligence of the State, its officers, agents and employees, in connection with the exercise of rights and uses granted to it hereunder and in connection with the performance of obligations undertaken by it hereunder.

9. State's Notification of Rayonier. The State shall notify Rayonier not less than fifteen (15) days prior to each commencement of use of the roads for hauling of timber or other valuable materials, which notice shall set forth the name of the user exercising the State's rights, the portion of the roads that will be used, and the approximate volume of timber and other valuable materials to be hauled.

10. Contract Requirements - State's Purchasers. In addition to the obligation to pay a share of the monetary consideration that the State may impose on purchasers of State land, timber and other valuable material benefited by the roads, the State shall require the purchaser of each sale of State land, timber or other valuable material benefited by the roads:

10.1 Indemnity. To indemnify and hold harmless Rayonier from all loss, cost, liability, damage or expense of any kind for injury to or death of persons and damage to or loss of property arising out of or connected in any way with the use or occupancy by said purchaser and his agents, employees and contractors of the roads and requiring each purchaser and his agents, employees and contractors to comply with each and every term and condition hereof.

10.2 Insurance. To deliver to Rayonier a certificate from an insurer qualified to do business in Washington certifying that there is in force and that there will remain in force during the term of the purchaser's use of the roads the insurer's policy of liability insurance in the form and to the limits hereinafter stipulated and that, if any such policy is to expire or is to be cancelled or modified, the insurer will give Rayonier written notice of such expiration or cancellation on a day certain that shall be not less than ten days following Rayonier's receipt of such notice. The insurance shall be in the form of logger's personal injury and property damage coverage or its equivalent insuring said purchaser against all liability arising out of its operations, including the use of vehicles. Rayonier shall not be named as an insured in any such policy. The minimum limits of such insurance shall be:

10.2.1 For log haulers, 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, and

10.2.2 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, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

10.2.3 Such other limits as the parties may agree upon in writing from time to time.

11. Assignability. Notwithstanding the parties' intention that the rights herein granted to the State shall benefit its successors and assigns, if any, as provided hereinabove, the rights herein granted to the State shall not be assigned by the State in whole or in part to any person or entity, except a person or entity that hereafter may become the owner of State lands, State timber or State valuable material benefited by the roads. If this easement or any of the rights herein granted are so assigned, the assignment shall not become effective unless and until there shall have been delivered to Rayonier a writing executed by the assignee wherein the assignee shall have agreed to comply with and be bound by each and every term and condition hereof. If the State should abandon its use of the roads, this easement and all rights hereunder shall revert to and become the property of Rayonier, its successors or assigns, free and clear of any right or claim of the State, its successors or assigns, and upon request, the State shall execute and deliver to Rayonier, its successors or assigns, an instrument in form suitable for recording, quitclaiming to Rayonier, its successors or assigns, all interest in said property.

IRCO 1/25/2014

IN WITNESS WHEREOF, the parties have executed this agreement and easement as of the 20th day of March, 1973.

ITT RAYONIER INCORPORATED

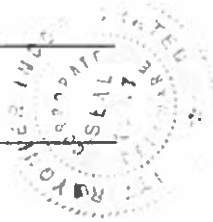
APPROVED AS TO FORM

P.C.S.O. + N

[Handwritten initials]

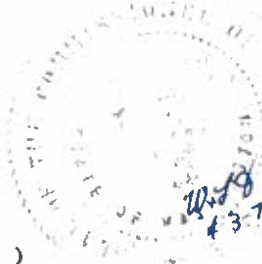
By C. E. Anderson
Its President

By R. E. Klein
Its Secretary
[Handwritten: Mgt]



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands



[Handwritten: H/Bar]
db
STATE OF NEW YORK)
)ss
COUNTY OF NEW YORK)

On this 20th day of March, 1973, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared C. E. Anderson and R. E. Klein to me known to be the President and Assistant Secretary respectively, of ITT RAYONIER INCORPORATED, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

STATE OF WASHINGTON)
)ss
COUNTY OF THURSTON)

Flora C. Mackie
Notary Public in and for the State of
New York, residing at Mt. Kisco, New York
FLORA C. MACKIE
Notary Public, State of New York
No. CO-2450500
Qualified in Westchester County
Cert. Filed in New York County
Commission Expires March 30, 1973



On this 5 day of April, 1973, before me, the undersigned, personally appeared Bert L. Cole, 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.

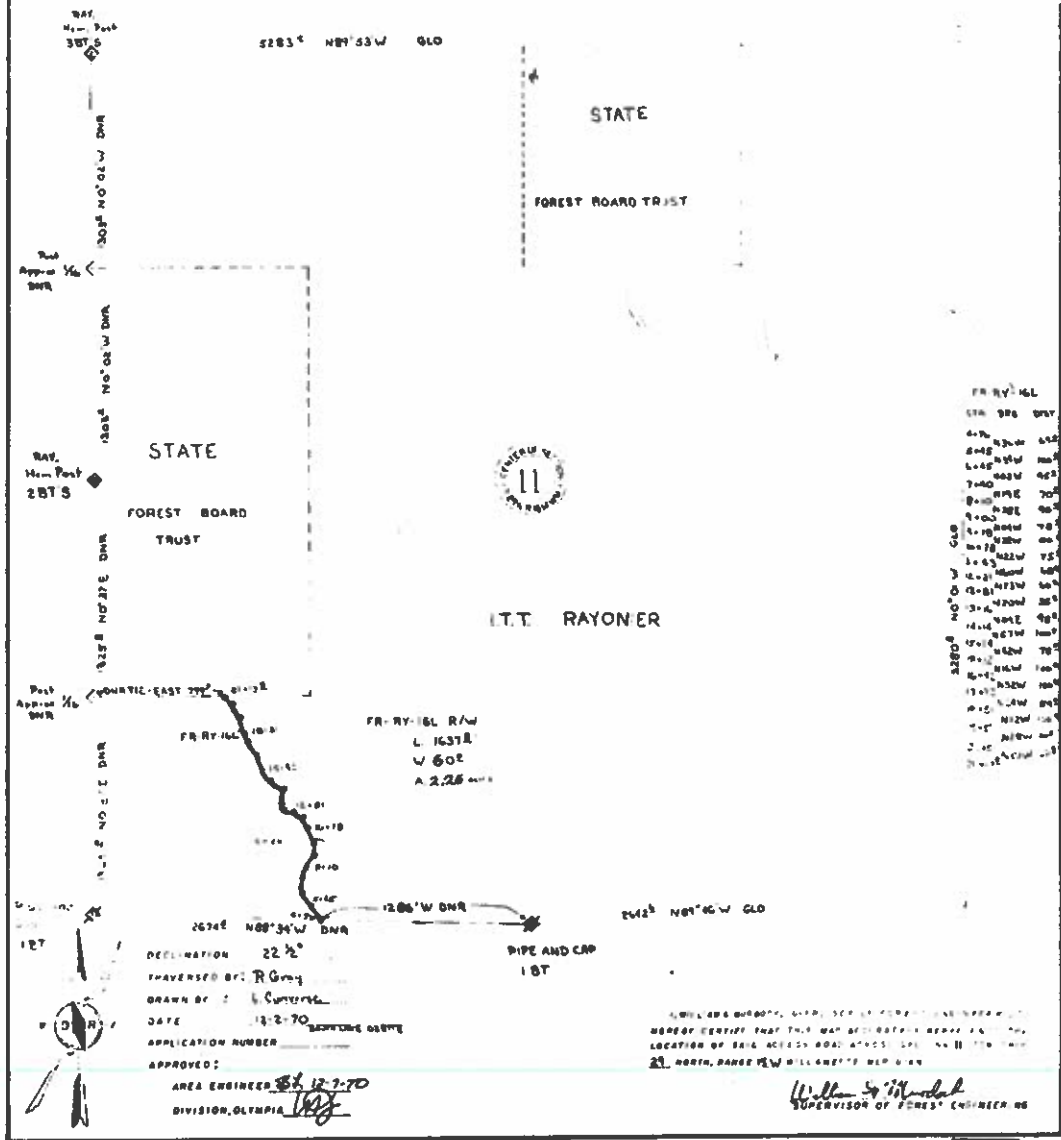
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

Charles H. Schmitt
Notary Public in and for the State
of Washington, residing at Olympia.



187/57/1 ONI

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 RIGHT OF WAY PLAT
 FR-RY- 16L ROAD
 SEC. II T.29N. R. 15 W.W.M.
 CLALLAM COUNTY, WASH
 SCALE 1 INCH = 400 FEET

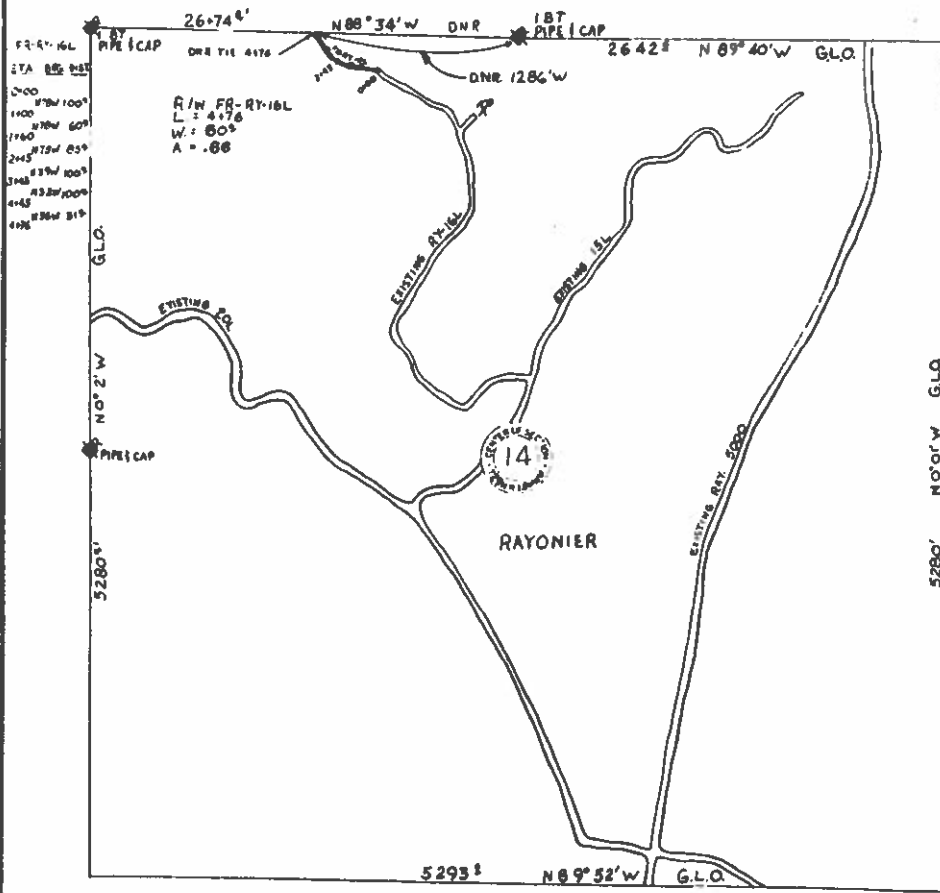


P-80

IKO 1/25/2014

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 RIGHT OF WAY PLAT
 FR-RY-16L ROAD
 SEC. 14 T.29N. R.15W. W.M.
 CLALLAM COUNTY, WASH.

SCALE 1 INCH = 400 FEET



422075



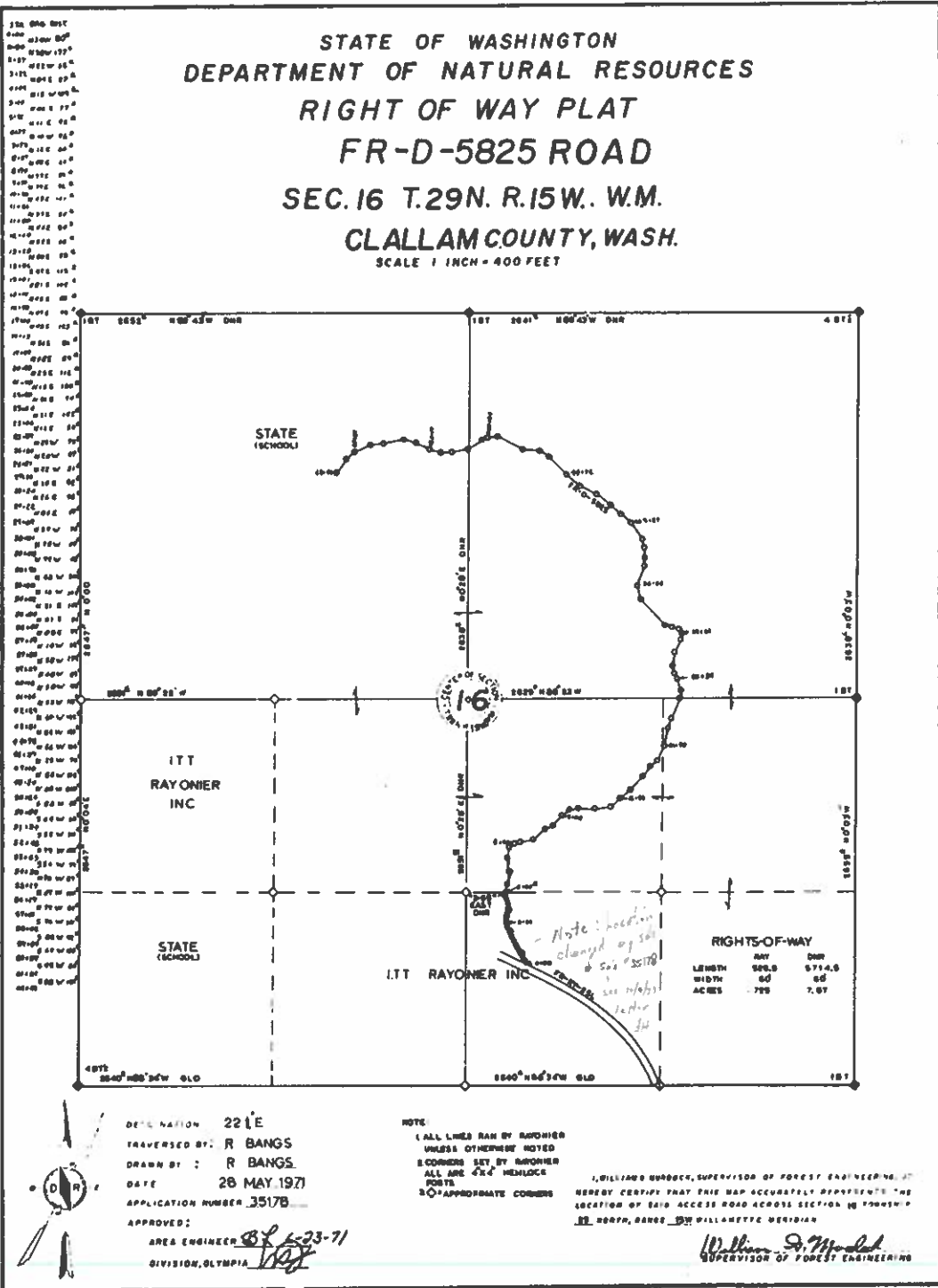
DECLINATION 22 1/2° E
 TRAVERSED BY: R. GRAY
 DRAWN BY: G. ROBISON
 DATE: 12-2-78
 APPLICATION NUMBER: 100
 APPROVED:
 AREA ENGINEER: [Signature]
 DIVISION, OLYMPIA

I, WILLIAM DUNBAR, SUPERVISOR OF FOREST ENGINEERING, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE LOCATION OF SAID ACCESS ROAD ACROSS SECTION 14 TOWNSHIP 29 NORTH, RANGE 15 WEST WILLAMETTE MERIDIAN

William D. Dunbar
 SUPERVISOR OF FOREST ENGINEERING

P-81

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 RIGHT OF WAY PLAT
 FR-D-5825 ROAD
 SEC. 16 T.29N. R.15W. W.M.
 CLALLAM COUNTY, WASH.
 SCALE 1 INCH = 400 FEET



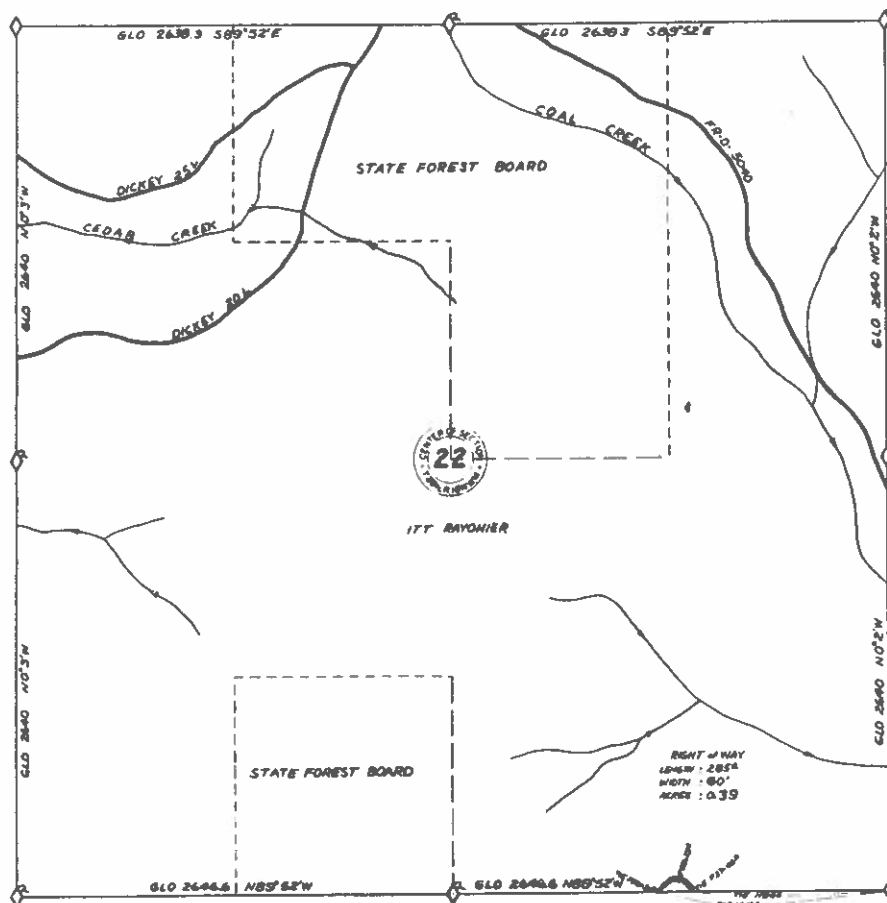
DEGNATION 221 E
 TRAVERSED BY: R BANGS
 DRAWN BY: R BANGS
 DATE 26 MAY 1971
 APPLICATION NUMBER 35178
 APPROVED:
 AREA ENGINEER *[Signature]* 6-23-71
 DIVISION, OLYMPIA *[Signature]*

NOTE:
 (ALL LINES RUN BY SURVEYOR
 UNLESS OTHERWISE NOTED
 CORNERS SET BY SURVEYOR
 ALL ARE 4" X 4" HEMLOCK
 POSTS
 (O) APPROPRIATE CORNERS

WILLIAM SPOCK, SUPERVISOR OF FOREST ENGINEERING, ET
 HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE
 LOCATION OF SAID ACCESS ROAD ACROSS SECTION 16 TOWNSHIP
 29 NORTH, RANGE 15 WILLAMETTE MERIDIAN
William S. Spock
 SUPERVISOR OF FOREST ENGINEERING

EXHIBIT A - 4

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 RIGHT OF WAY PLAT
 FR-D-5620 ROAD
 SEC.22 T.29N. R.15W. W.M.
 CLALLAM COUNTY, WASH.
 SCALE 1 INCH = 400 FEET



DECLINATION 22 1/2° E
 TRAVERSED BY: M. J. SHERBY, C.P.
 DRAWN BY: E. SHERBY
 DATE: JUNE 11, 1938
 APPLICATION NUMBER:
 APPROVED:
 AREA ENGINEER: W. J. SHERBY, C.P.
 DIVISION, OLYMPIA

WILLIAM SHERBY, SUPERVISOR OF FOREST ENGINEERING, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE LOCATION OF SAID ACCESS ROAD ACROSS SECTION 22, TOWNSHIP 29 NORTH, RANGE 15 WEST, WILLAMETTE MERIDIAN

William S. Sherby
 SUPERVISOR OF FOREST ENGINEERING

RCO 1-25-781

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
RIGHT OF WAY PLAT
FR-D-5350 ROAD
SEC. 25 T. 29 N. R. 15 W. W.M.
CLALLAM COUNTY, WASH.

SCALE 1 INCH = 400 FEET

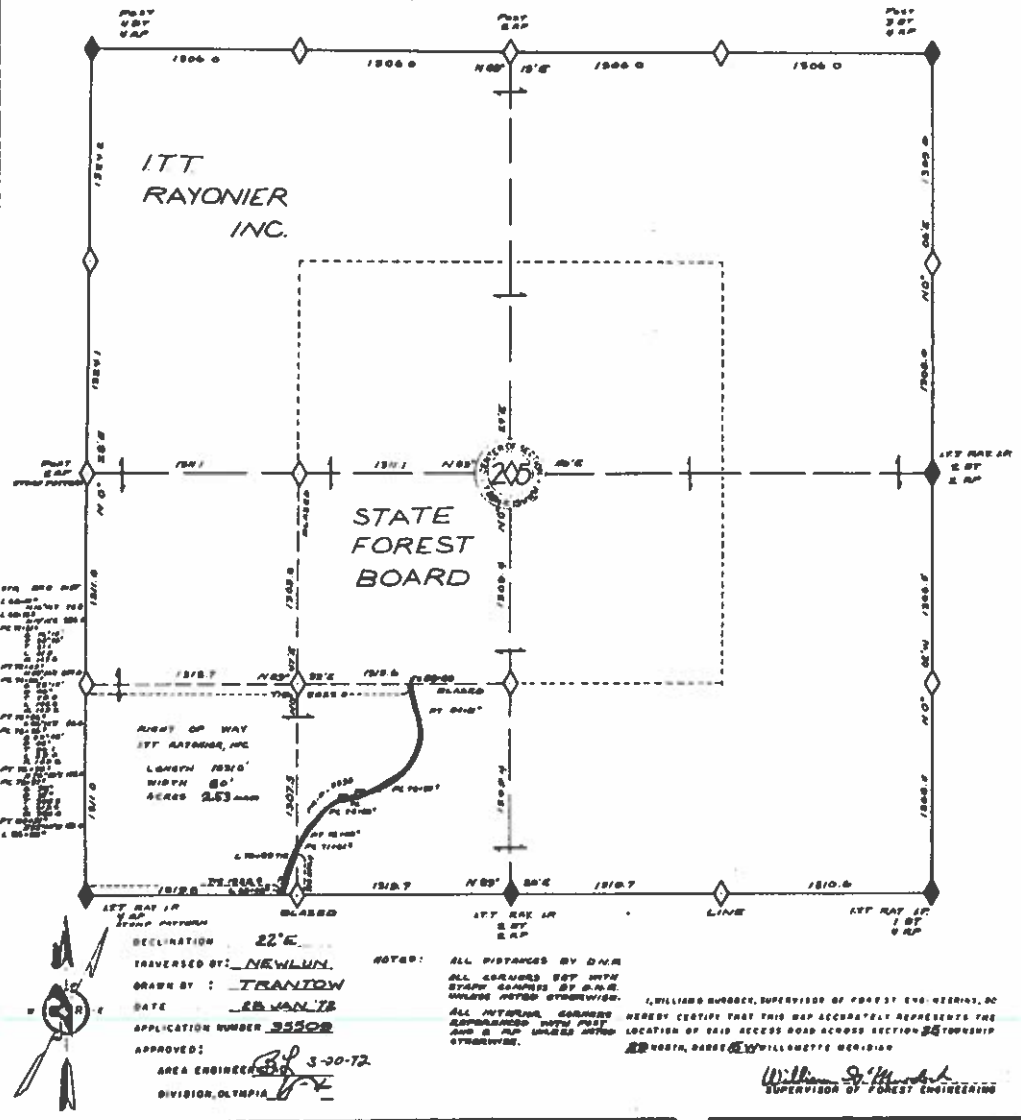
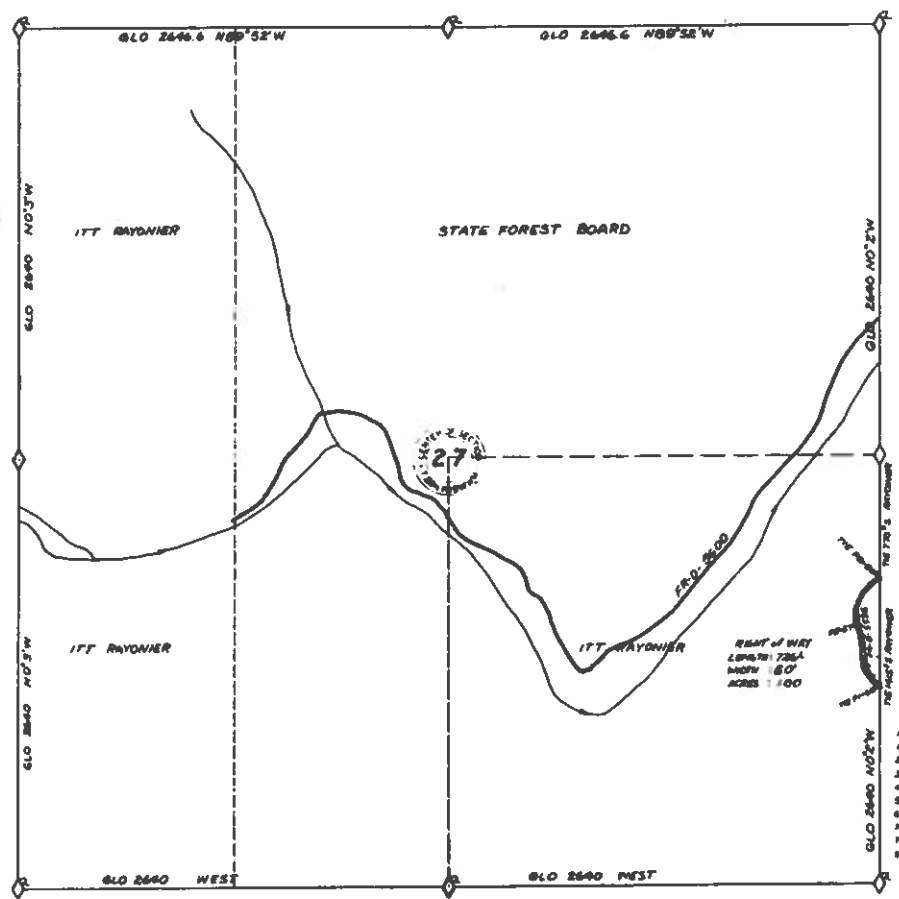


EXHIBIT A - 6

TRU 17572

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 RIGHT OF WAY PLAT
 FR-D-5595 ROAD
 SEC. 27 T. 29N. R. 15W. W.M.
 CLALLAM COUNTY, WASH.
 SCALE 1 INCH = 400 FEET



DECLINATION 22 1/2° E
 TRAVERSED BY U. S. HIGHWAY, RUMBLEY, C. R.
 DRAWN BY E. SHERRY
 DATE June 17, 1932
 APPLICATION NUMBER _____
 APPROVED:
 AREA ENGINEER W. S. RO-72
 DIVISION, OLYMPIA

I, WILLIAM S. HURDICK, SUPERVISOR OF FOREST ENGINEERING, DO
 HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE
 LOCATION OF SAID ACCESS ROAD ACROSS SECTION 27, TOWNSHIP
 29, NORTH, RANGE 15, WILLAMETTE MERIDIAN
William S. Hurdick
 SUPERVISOR OF FOREST ENGINEERING

FR-D-5595

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27+00	27+00
28+00	28+00
29+00	29+00
30+00	30+00

EXHIBIT A - 8

EXHIBIT B

ITT RAYONIER LAND

New Construction

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SE $\frac{1}{4}$ NE $\frac{1}{4}$	10	29N	15W
S $\frac{1}{2}$ SW $\frac{1}{4}$	11	29N	15W
NE $\frac{1}{4}$ NW $\frac{1}{4}$	14	29N	15W
SW $\frac{1}{4}$ SE $\frac{1}{4}$	16	29N	15W
S $\frac{1}{2}$ SE $\frac{1}{4}$	22	29N	15W
S $\frac{1}{2}$ SW $\frac{1}{4}$	25	29N	15W
NW $\frac{1}{4}$ NW $\frac{1}{4}$	26	29N	15W
E $\frac{1}{2}$ SE $\frac{1}{4}$	27	29N	15W

FILED FOR RE' JMO AT THE P.M. 1973
OF *Dept of Natural Resources*
RECORDED IN BOOK NO. 399 PAGE 309
1973 APR 13 AM 11:16
Richard Brown

422,16