

Washington DNR Timber Sales Program

Updated information is being provided for Elfendahl Pass Daylighting Timber Sale #30-102057 documents as follows:

Documents amended:

| Brief Description | DATE | Initials |
|--|-------------|-----------------|
| The following information has been updated on the Timber Notice of Sale: <ul style="list-style-type: none">• The total MBF is 165.• The Day of Sale fees are \$2,805.00 Timber Sale contract clause P-020 Payment for Forest Products has been updated to reflect the correct fees. | 9/21/2023 | DB |



TIMBER NOTICE OF SALE

SALE NAME: ELFENDAHL PASS DAYLIGHTING

AGREEMENT NO: 30-102057

AUCTION: September 26, 2023 starting at 10:00 a.m., COUNTY: Mason South Puget Sound Region Office, Enumclaw, WA

SALE LOCATION: Sale located approximately 7 miles west of Belfair, WA.

PRODUCTS SOLD AND SALE AREA: All timber marked with a single band of orange paint along Elfendahl Pass Road; All forest products above located on part(s) of Sections 22 and 27 all in Township 23 North, Range 2 West, W.M., containing 6 acres, more or less.

ESTIMATED SALE VOLUMES AND QUALITY:

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

MINIMUM BID: \$36,000.00 BID METHOD: Sealed Bids

PERFORMANCE SECURITY: \$50,000.00 SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2024 ALLOCATION: Export Restricted

BID DEPOSIT: \$5,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price. If high bid exceeds \$50,000, 10% of bid must be paid by 4:30 p.m. on auction day.

HARVEST METHOD: Harvest activities are estimated to be 100 percent ground based harvest. Ground based equipment limited to sustained slopes 45 percent or less. Metal tracked equipment will not be permitted on Elfendahl Pass County Road. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.

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

ROADS: There is no road work associated with this proposal.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage was determined by multiplying length times width. Data files are available at DNR's website for timber sale packets. See cruise narrative for cruise method.

FEES: \$2,805.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.



TIMBER NOTICE OF SALE

SPECIAL REMARKS: Operations for this project, and subsequent closure of the Elfendahl Pass Road is to occur in two phases: north of the Elfendahl Pass Trailhead and south of the Elfendahl Pass Trailhead. Access to the Trailhead from the public is to remain open throughout this contract.

Mason County Public Works will perform road closure of the Elfendahl Pass Road associated with this project. Purchaser will notify Mason County Public Works (Rod LaRue 360-463-6243 or Mike Collin 360-427-9670 Ext.452.) at least 72 hours prior to operations beginning to coordinate Elfendahl Pass Road closure.

This project includes structure creation, consisting of falling and leaving onsite three (3) double banded orange painted trees and directionally felling into the water four (4) triple banded orange painted trees.

Purchaser shall complete debris, dirt and rock removal from the Elfendahl Pass Road prior to completion of each phase.

Purchaser shall take measures to prevent any damage to the pavement on the Elfendahl Pass Road. Purchaser will notify Mason County Public Works to discuss the parameter of damage to Elfendahl Pass Road. Mason County Public Works will determine damage to Elfendahl Pass Road.

Purchaser is not responsible for slash removal from the project area.

There are underground utilities adjacent to Elfendahl Pass Road.

Purchaser is required to supply and apply native seed mixture per contract clause G-320.

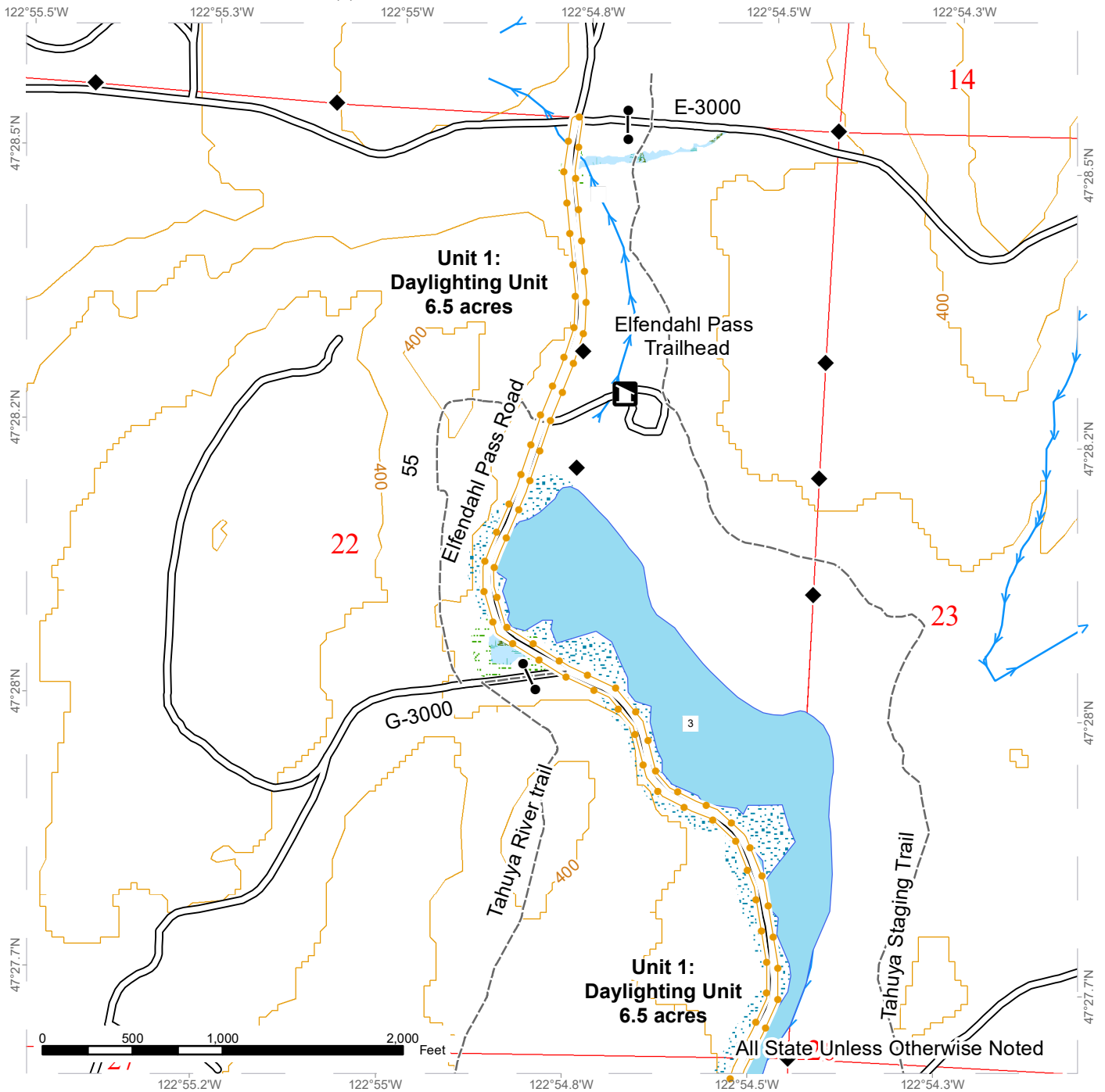
HPA with WA Department of Fish & Wildlife is pending and anticipated prior to auction. FPA and Shoreline Exemption permits have been obtained by Mason County.

Contact Nathan McReynolds (253) 381-2015 for more information or questions regarding this project.

LOGGING PLAN MAP

SALE NAME: ELFENDAHL PASS DAYLIGHTING
AGREEMENT#: 30-102057
TOWNSHIP(S): T23R2W
TRUST(S): State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 320-360



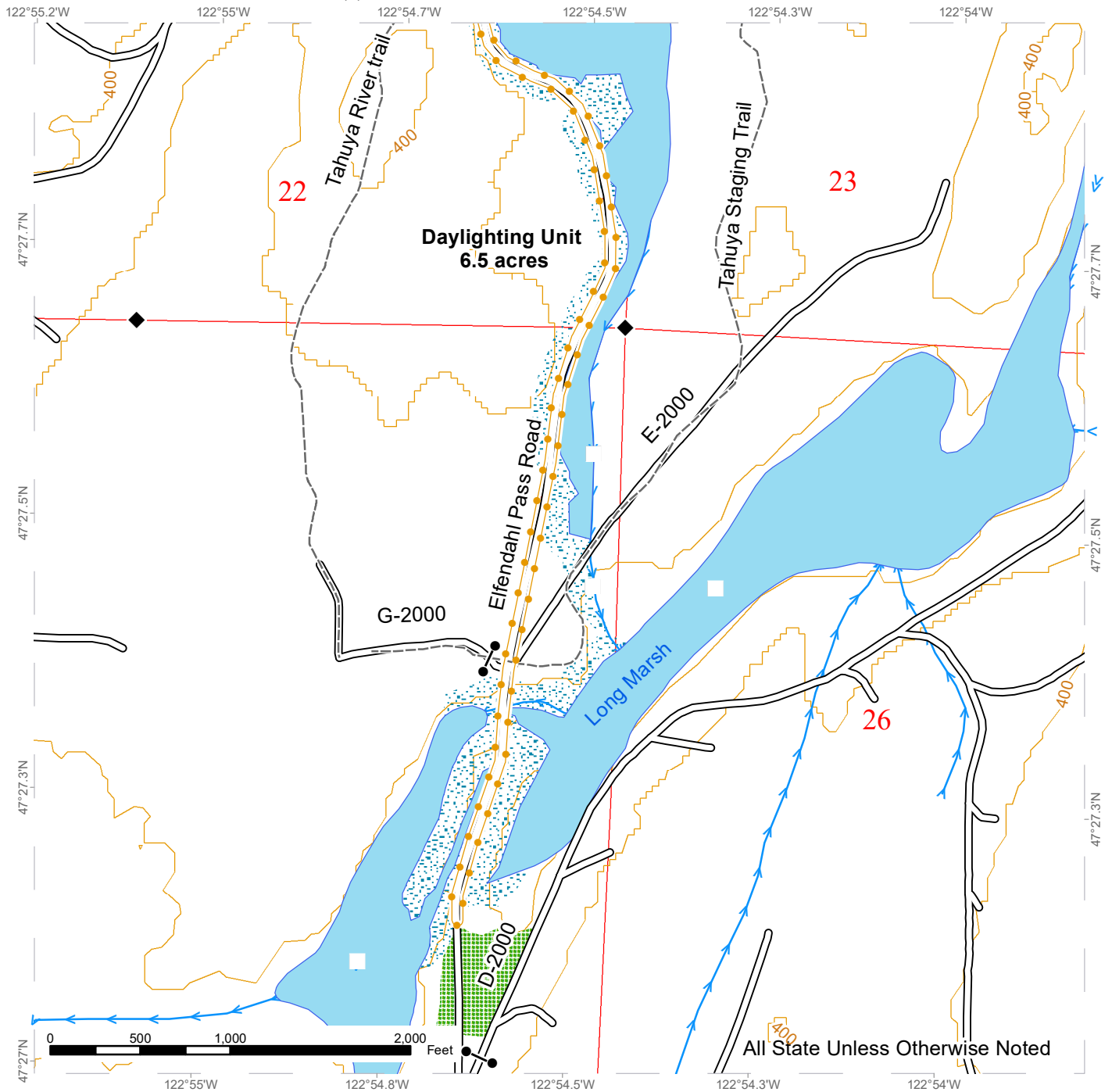
| | | | |
|--|----------------------|--|-------------------|
| | Riparian Mgt Zone | | Streams |
| | Forested Wetland | | Contours 40-foot |
| | Wetland Mgt Zone | | Stream Type |
| | Open Water | | Stream Type Break |
| | Take / Removal Trees | | |
| | Existing Roads | | |
| | Trails | | |

There are underground utilities along Elfendahl Pass Road.











LOGGING PLAN MAP

SALE NAME: ELFENDAHL PASS DAYLIGHTING
AGREEMENT#: 30-102057
TOWNSHIP(S): T23R2W
TRUST(S): State Forest Transfer (1)

REGION: South Puget Sound Region
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All State Unless Otherwise Noted

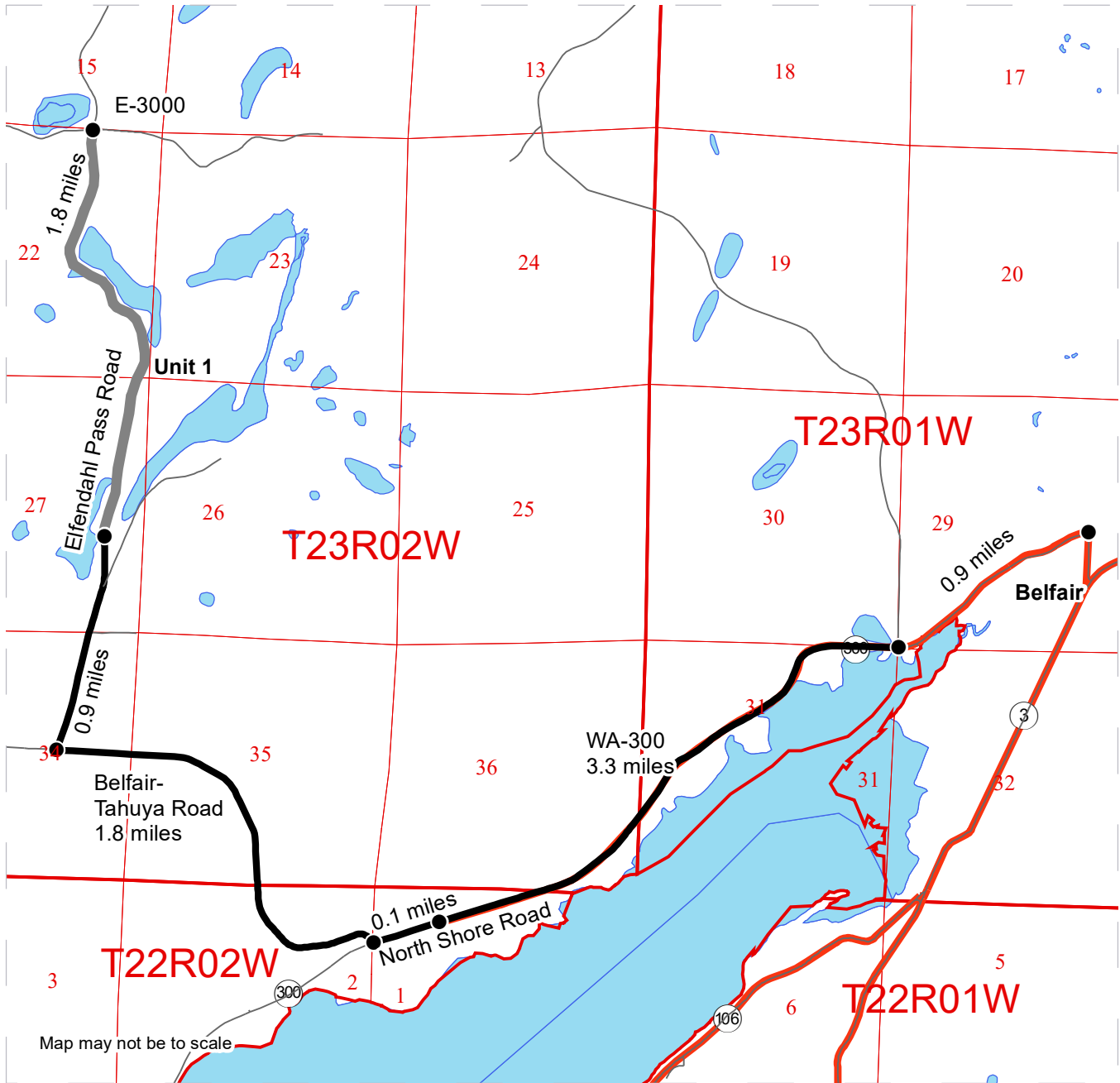
| | |
|--|---|
|  Mitigation Area |  Streams |
|  Riparian Mgt Zone |  Contours 40-foot |
|  Open Water |  Stream Type |
|  Take / Removal Trees |  Stream Type Break |
|  Existing Roads | |
|  Trails | |

There are underground utilities along Elfendahl Pass Road.

DRIVING MAP

SALE NAME: Elfendahl Pass Daylighting
AGREEMENT#: 30-102057
TOWNSHIP(S): T23R2W
TRUST(S): State Forest Transfer (1), Common School and Indemnity (3)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 204-491



Map may not be to scale

| | |
|--|--------------------|
| | Project area |
| | Haul Route |
| | Other Road |
| | Distance Indicator |

DRIVING DIRECTIONS:

Unit 1: From Belfair, travel west onto WA-300 for 3.3 miles. Continue onto North Shore Road for 0.1 miles. Turn right onto Belfair-Tahuya Road for 1.8 miles. Turn right onto Elfendahl Pass Road. Follow Elfendahl Pass Road for 0.9 miles.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0102057

SALE NAME: ELFENDAHL PASS DAYLIGHTING

**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 September 26, 2023 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber marked with a single band of orange paint along Elfendahl Pass Road;

All forest products above located on approximately 6 acres on part(s) of Sections 22, and 27 all in Township 23 North, Range 2 West W.M. in Mason County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

Title
Recreation Trail Repair and Cleanout

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2024.

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 \$839.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.

- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.

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

G-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-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 \$1,000,000.00 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 \$500,000.00 each employee for bodily injury by disease.

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

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

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

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

G-160 Agents

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

Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Purchaser shall inform the State in 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; Elfendahl Pass Trailhead parking area, entrance prior to gates on the E-2000, E-3000, G-2000 and G-3000 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

Purchaser shall deliver 20 pounds of native seed mix to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

- Annual Rye grass: 50%
- Oats: 30%
- Perennial Ryegrass: 10%
- Austrian Winter Pea (inoculated): 10%

Purchaser shall provide and apply seed as required per clause H-140 unless otherwise directed by the Contract Administrator.

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 Elfendahl Pass Trailhead parking area at any time and DNR forest roads that are tributary to the Elfendahl Pass Road for longer than one hour, unless authority is granted in writing by the Contract Administrator.

G-396 Public Hauling Permit

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

G-430 Open Fires

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

G-450 Encumbrances

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

Lease, including the terms and provisions thereof,
For: Brush

In Favor of: Northwest Fresh, LLC
Disclosed by Application No.: 35-102298
Granted: 7/1/2021
Expires: 6/30/2026

Lease, including the terms and provisions thereof,
For: Brush
In Favor of: Northwest Fresh, LLC
Disclosed by Application No.: 35-103539
Granted: 7/1/2022
Expires: 6/30/2025

Easement, including the terms and provisions thereof,
For: County Road
In Favor of: Mason County
Disclosed by Application No.: 50-072733
Granted: 7/26/2002
Expires: Indefinite

Withdraw, including the terms and provisions thereof,
For: Recreation Area
In Favor of: DNR
Disclosed by Application No.: 59-091853
Granted: 3/29/2011
Expires: 3/28/2041

Lease, including the terms and provisions thereof,
For: Land Use License
In Favor of: Washington Department of Fish and Wildlife
Disclosed by Application No.: 60-095046
Granted: 1/1/2017
Expires: 12/31/2027

Region Encumbrances

Lease, including the terms and provisions thereof,
For: Land Use License
In Favor of: The Mountaineers
Disclosed by Application No.: 60-WS1023
Granted: 2/15/2019
Expires: 12/31/2028

Lease, including the terms and provisions thereof,
For: Land Use License
In Favor of: Mason County Noxious Weed Control Board
Disclosed by Application No.: 60-WS1282

Granted: 5/1/2023
Expires: 12/31/2023

Lease, including the terms and provisions thereof,
For: Land use License
In Favor of: Hood Canal Salmon Enhancement Group
Disclosed by Application No.: 60-WS1246
Granted: 8/1/2022
Expires: 7/31/2027

Lease, including the terms and provisions thereof,
For: Land use License
In Favor of: Hood Canal Salmon Enhancement Group
Disclosed by Application No.: 60-WS1271
Granted: 4/10/2023
Expires: 5/31/2026

Special Notations

Located within the Point No Point Treaty area. Intergovernmental agreements for vehicle access with Lower Elwha Tribal Community, Skokomish Indian Tribe, Jamestown S’Klallam Tribe, and Port Gamble S’Klallam Tribe.

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 \$4,290.00. The total contract price consists of a \$0.00 contract bid price plus \$4,290.00 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 \$50,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-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-020 Stage Logging

All timber south of Elfendahl Pass Trailhead must be yarded prior to felling the remaining timber.

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for the sale area. The plan shall address the logging and hauling, including timing of operations in each segment, safety for public and operators, identification of large down woody debris trees, trail closures, and sedimentation prevention measures, 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-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using any ground based equipment. 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-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. Create structure within the sale area, consisting of falling and leaving onsite three (3) double banded orange painted trees and directionally felling into the water four (4) triple banded orange painted trees. Logs that currently exist within the stream and lake will not be disturbed.

B. Falling, yarding and hauling will not be permitted on weekends or State recognized holidays, unless permitted in writing by the Contract Administrator. In addition, falling and yarding will not be permitted from December 1 to April 30, unless permitted in writing by the Contract Administrator.

C. Take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water. Any areas of exposed soil from harvest operations shall be planted with native seed mix per specification in clause G-320 and covered with certified weed-free straw prior to completion of that segment. Silt fence may be required to prevent sediment delivery.

D. Equipment shall be checked daily for leaks. Refueling and lubrication shall take place at least 50 feet from surface waters. Fuel and lubrication shall be stored outside the proposal area.

E. Operations for this project, and subsequent closure of the Elfendahl Pass Road is to occur in two phases: north of the Elfendahl Pass Trailhead and south of the Elfendahl Pass Trailhead. Access to the Trailhead from the public is to remain open throughout this contract.

F. Complete debris, dirt, and rock removal from the Elfendahl Pass Road prior to completion of each phase.

G. Purchaser is responsible for advance notice to Mason County Public Works for the following:

- a. Purchaser shall provide a minimum of 30 calendar days notice to Mason County PUD and the Contract Administrator before operation begin.
- b. Mason County Public Works will perform road closure of the Elfendahl Pass Road associated with this project. Purchaser will notify Mason County Public Works (Rod LaRue 360-463-6243 or Mike Collin 360-427-9670 Ext.452.) at least 72 hours prior to operations beginning to coordinate Elfendahl Pass Road closure for each phase.
- c. Immediately upon completion of operations, including debris removal, in each phase, Purchaser shall provide notice to both Contract Administrator and Mason County Public Works.

H. Take measures to prevent any damage to the pavement on the Elfendahl Pass Road. No metal tracked equipment is permitted on pavement without protection measures to prevent damage. Mason County Public Works will determine damage to Elfendahl Pass Road. Purchaser will notify Mason County Public Works to discuss the parameter of damage to Elfendahl Pass Road.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 2/22/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the Elfendahl Pass Road to repair any damages caused by Purchaser's operations. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

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

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-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-110 Resource Protection

No equipment may operate within typed streams or wetlands unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through typed streams or wetlands, except trees marked with a triple band of orange paint.

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.

SIGNATURES

This agreement may be executed in any number of counterparts (including by electronic mail in portable document format (.pdf), or by facsimile) each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same Agreement binding on all parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Print Name

Don Melton, Acting
South Puget Sound Region Manager

Date: _____
Address:

Date: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
Recreation Trail Repair and Cleanout

This schedule applies to the 55, Tahuya River, and Tahuya Staging trails.

Purchaser is responsible for closing trails with orange construction barricade netting and posting trail closure signs provided by DNR, at designated locations provided by the contract Administrator (CA). Purchaser is responsible for giving five (5) calendar days notice before closing the trail.

Purchaser is responsible for locating and marking the recreation trail within the sale boundary on the ground prior to harvest as approved by the CA.

- If needed upon completion of harvest activities, Purchaser shall locate the original recreation trail with pink fluorescent flagging.

The CA will then approve the trail location in writing and repair/clean out can begin.

Recreation trail repair/clean out shall occur within two (2) weeks of completion of harvest activity within 200 feet of the trail and shall consist of the following:

- Remove all logging debris from the recreation trail and the area on each side of the trail within five (5) feet of the travel path.
- Trail will be repaired where holes or ruts resulted due to logging damage. The trail will be returned to its original width on mineral soils and free of organic debris.
- Existing drainage control measures shall be returned to pre-harvest condition.

Any Geoweb structures damaged during the logging operation will be replaced or repaired to pre-harvest condition.

All work described above shall be done as determined by the CA. The logging release for the unit will not be issued until repair and clean out is completed and approved in writing by the CA.

PRE-CRUISE NARRATIVE

| | |
|--|--|
| Sale Name: Elfendahl Pass Daylighting | Region: South Puget Sound |
| Agreement #: 30-102057 | District: Hood Canal |
| Contact Nathan McReynolds Forester: | Phone Location: (253) 381-2015 Ext: / |
| Alternate John Coble Contact: | Phone/ Location: (360) 801-6915 Ext: / |

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): lump Sum

Required or Optional removal of utility as pulp (*for scale sales only*):

Evaluated for RFRS Implementation?: No

Percentage cable-uphill: 0

Percentage cable-downhill: 0

Percentage ground based: 100

Species Onsite: RC, DF, WH, RA, BC, BLM, NF, SF, SS, Other: (Please List) WP & LP

UNIT ACREAGES* AND METHOD OF DETERMINATION:

| Unit # | Harvest R/W or RMZ WMZ | Legal Description Sec/Twp/Rng | Grant | Gross Traversed Acres | Deductions from Gross Acres (No harvest acres) | | | Net Harvest Acres | Acreage Determination (List method, dimensions and error of closure if applicable) |
|--------------------|------------------------|-------------------------------|---------|-----------------------|--|------------------|---------------------|-------------------|---|
| | | | | | RMZ/ WMZ Acres | Leave Tree Acres | Existing Road Acres | | |
| 1 (R/W) | | Sec 22 & 27/ T 23N/ R02 W | 02 & 10 | 13 | N/A | N/A | 6.5 | | 9443'X60' with a 35' road width. |
| TOTAL ACRES | | | | | | | | | |

HARVEST PLAN AND SPECIAL CONDITIONS:

| Unit # | Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.) | Special Management areas: | Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species. |
|--------|---|---------------------------|---|
| 1 | Orange painted trees are take trees. Older trees are double banded to be felled and left. Triple banded trees are to be felled into the water and left. | | 836 DF 57 LP 9 WH 50 RA 6 WP 2 older living trees (27.2 & 37.2 DBH) 1 older snag (21.6 DBH) 4 triple banded trees (DF 30.5, 32.2, 25.8 & 14.8 DBH) |

OTHER PRE-CRUISE INFORMATION:

| Unit # | Estimated Volume | Access information (Gates, locks, etc.) | Photos, traverse maps required |
|--------|------------------|--|-----------------------------------|
| 1 | See Cruise | | |

REMARKS:

The orange painted trees along Elfendahl Pass Road are take trees for a road daylighting project. There are non-merchantable trees that have been marked but can be ignored.

| | | |
|--|-----------------------------|------------|
| Prepared By: Nathan McReynolds Date: 05/13/2021 | Title: Unit Forester | CC: |
|--|-----------------------------|------------|

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

Timber Sale Cruise Report Elfendahl Pass Daylighting

Sale Name: ELFENDAHL PASS DAYLIGHT

Sale Type: LUMP SUM

Region: SO PUGET

District: HOOD CANAL

Lead Cruiser: Aaron Coleman

Other Cruisers:

Cruise Narrative:

Long daylighting of Elfendahl Pass road west of Belfair. Timber size and age class varies but quality is fairly consistent. Mostly DF that is generally straight and free of defect.

Timber Sale Notice Volume (MBF)

| Sp | DBH | Rings/In | Age | MBF Volume by Grade | | | |
|-----|------|----------|-----|---------------------|-------|-------|-------|
| | | | | All | 2 Saw | 3 Saw | 4 Saw |
| DF | 16.8 | 8.7 | | 153 | 91 | 49 | 13 |
| RA | 13.8 | | | 5 | 2 | 1 | 3 |
| LP | 11.6 | | | 3 | | 2 | 1 |
| WH | 16.9 | | | 2 | 1 | 0 | 0 |
| WP | 17.9 | | | 2 | 1 | 1 | 0 |
| ALL | 16.4 | 8.7 | | 165 | 94 | 53 | 18 |

Timber Sale Notice Weight (tons)

| Sp | Tons by Grade | | | |
|-----|---------------|-------|-------|-------|
| | All | 2 Saw | 3 Saw | 4 Saw |
| DF | 1,150 | 612 | 415 | 123 |
| RA | 43 | 11 | 9 | 23 |
| LP | 23 | | 13 | 10 |
| WH | 15 | 9 | 3 | 2 |
| WP | 9 | 3 | 5 | 1 |
| ALL | 1,240 | 636 | 445 | 159 |

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

| BA (sq ft/acre) | BA SE (%) | V-BAR (bf/sq ft) | V-BAR SE (%) | Net Vol (bf/acre) | Vol SE (%) |
|--------------------|--------------|---------------------|-----------------|----------------------|---------------|
| 214.4 | 0.0 | 118.1 | 4.1 | 25,320 | 4.1 |

Timber Sale Unit Cruise Design

| Unit | Design | Cruise Acres | FMA Acres | N Plots | N Cruise Plots | N Void Plots |
|-------------------------------|--|--------------|-----------|---------|----------------|--------------|
| ELFENDAHL PASS DAYLIGHTING | ST: Strip/Percent Sample (1 tree expansion) | 6.5 | 13.1 | 1 | 1 | 0 |
| All | | 6.5 | 13.1 | 1 | 1 | 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 | 15.5 | 37 | 13,288 | 13,148 | 1.5 | 575.0 | 85.5 |
| DF | LIVE | 2 SAW | HQ-B | 14.7 | 36 | 857 | 846 | 1.7 | 37.2 | 5.5 |
| DF | LIVE | 3 SAW | Domestic | 8.9 | 36 | 6,535 | 6,553 | 0.2 | 370.0 | 42.6 |
| DF | LIVE | 3 SAW | HQ-B | 10.1 | 36 | 944 | 941 | 0.8 | 44.9 | 6.1 |
| DF | LIVE | 4 SAW | Domestic | 5.5 | 27 | 2,050 | 2,060 | 0.0 | 123.0 | 13.4 |
| LP | LIVE | 3 SAW | Domestic | 8.5 | 40 | 251 | 251 | 2.7 | 12.9 | 1.6 |
| LP | LIVE | 4 SAW | Domestic | 5.3 | 32 | 201 | 196 | 4.9 | 10.2 | 1.3 |
| LP | LIVE | CULL | Cull | 11.9 | 10 | 49 | 0 | 100.0 | 0.0 | 0.0 |
| RA | LIVE | 2 SAW | Domestic | 13.5 | 30 | 262 | 246 | 6.6 | 10.9 | 1.6 |
| RA | LIVE | 3 SAW | Domestic | 11.0 | 30 | 181 | 165 | 9.6 | 9.4 | 1.1 |
| RA | LIVE | 4 SAW | Domestic | 6.6 | 25 | 450 | 427 | 5.8 | 23.0 | 2.8 |
| WH | LIVE | 2 SAW | Domestic | 15.9 | 40 | 186 | 185 | 0.0 | 9.4 | 1.2 |
| WH | LIVE | 3 SAW | Domestic | 9.1 | 40 | 56 | 55 | 1.7 | 3.3 | 0.4 |
| WH | LIVE | 4 SAW | Domestic | 5.8 | 33 | 22 | 22 | 0.0 | 1.8 | 0.1 |
| WP | LIVE | 2 SAW | Domestic | 15.3 | 40 | 98 | 95 | 2.5 | 3.3 | 0.6 |
| WP | LIVE | 3 SAW | Domestic | 10.0 | 40 | 117 | 110 | 5.1 | 5.0 | 0.7 |
| WP | LIVE | 4 SAW | Domestic | 6.1 | 28 | 18 | 18 | 1.5 | 1.0 | 0.1 |

Timber Sale Log Sort x Diameter Bin Summary

| Sp | Bin | Status | Sort | Dia | Len | BF Net | Defect % | Tons | MBF Net |
|----|---------|--------|----------|------|-----|--------|----------|-------|---------|
| DF | 5 - 8 | LIVE | Domestic | 6.2 | 30 | 4,414 | 0.1 | 280.4 | 28.7 |
| DF | 5 - 8 | LIVE | HQ-B | 8.5 | 30 | 83 | 0.0 | 4.8 | 0.5 |
| DF | 9 - 11 | LIVE | Domestic | 10.3 | 36 | 4,199 | 0.2 | 212.7 | 27.3 |
| DF | 9 - 11 | LIVE | HQ-B | 10.5 | 37 | 858 | 0.9 | 40.1 | 5.6 |
| DF | 12 - 14 | LIVE | HQ-B | 13.2 | 36 | 325 | 0.0 | 15.1 | 2.1 |
| DF | 12 - 14 | LIVE | Domestic | 13.8 | 37 | 4,887 | 1.0 | 231.1 | 31.8 |
| DF | 15 - 19 | LIVE | HQ-B | 16.2 | 36 | 521 | 2.8 | 22.2 | 3.4 |
| DF | 15 - 19 | LIVE | Domestic | 17.0 | 36 | 7,186 | 1.3 | 299.0 | 46.7 |
| DF | 20+ | LIVE | Domestic | 21.3 | 40 | 1,075 | 5.0 | 44.9 | 7.0 |

| Sp | Bin | Status | Sort | Dia | Len | BF Net | Defect % | Tons | MBF Net |
|----|---------|--------|----------|------|-----|--------|----------|------|---------|
| LP | 5 - 8 | LIVE | Domestic | 5.8 | 34 | 288 | 5.6 | 15.7 | 1.9 |
| LP | 9 - 11 | LIVE | Domestic | 9.2 | 40 | 159 | 0.0 | 7.4 | 1.0 |
| LP | 9 - 11 | LIVE | Cull | 11.9 | 10 | 0 | 100.0 | 0.0 | 0.0 |
| RA | 5 - 8 | LIVE | Domestic | 6.3 | 25 | 329 | 5.4 | 17.5 | 2.1 |
| RA | 9 - 11 | LIVE | Domestic | 10.0 | 30 | 262 | 8.6 | 14.9 | 1.7 |
| RA | 12 - 14 | LIVE | Domestic | 13.5 | 30 | 246 | 6.6 | 10.9 | 1.6 |
| WH | 5 - 8 | LIVE | Domestic | 6.2 | 35 | 38 | 0.0 | 2.9 | 0.2 |
| WH | 9 - 11 | LIVE | Domestic | 11.0 | 40 | 39 | 2.4 | 2.2 | 0.3 |
| WH | 12 - 14 | LIVE | Domestic | 12.1 | 40 | 23 | 0.0 | 1.4 | 0.2 |
| WH | 15 - 19 | LIVE | Domestic | 17.2 | 40 | 161 | 0.0 | 8.0 | 1.0 |
| WP | 5 - 8 | LIVE | Domestic | 6.5 | 32 | 38 | 1.8 | 2.1 | 0.3 |
| WP | 9 - 11 | LIVE | Domestic | 11.4 | 40 | 90 | 5.8 | 3.9 | 0.6 |
| WP | 15 - 19 | LIVE | Domestic | 15.3 | 40 | 95 | 2.5 | 3.3 | 0.6 |

Cruise Unit Report ELFENDAHL PASS DAYLIGHTING

Unit Sale Notice Volume (MBF): ELFENDAHL PASS DAYLIGHTING

| Sp | DBH | Rings/In | Age | MBF Volume by Grade | | | |
|-----|------|----------|-----|---------------------|-------|-------|-------|
| | | | | All | 2 Saw | 3 Saw | 4 Saw |
| DF | 16.8 | 8.7 | | 153 | 91 | 49 | 13 |
| RA | 13.8 | | | 5 | 2 | 1 | 3 |
| LP | 11.6 | | | 3 | | 2 | 1 |
| WH | 16.9 | | | 2 | 1 | 0 | 0 |
| WP | 17.9 | | | 2 | 1 | 1 | 0 |
| ALL | 16.4 | 8.7 | | 165 | 94 | 53 | 18 |

Unit Cruise Design: ELFENDAHL PASS DAYLIGHTING

| Design | Cruise Acres | FMA Acres | N Plots | N Cruise Plots | N Void Plots |
|---|--------------|-----------|---------|----------------|--------------|
| ST: Strip/Percent Sample (1 tree expansion) | 6.5 | 13.1 | 1 | 1 | 0 |

Unit Cruise Summary: ELFENDAHL PASS DAYLIGHTING

| Sp | Cruised Trees | All Trees | Trees/Plot | Ring-Count Trees |
|-----|---------------|-----------|------------|------------------|
| DF | 68 | 840 | 840.0 | 3 |
| RA | 5 | 50 | 50.0 | 0 |
| LP | 6 | 57 | 57.0 | 0 |
| WH | 9 | 9 | 9.0 | 0 |
| WP | 6 | 6 | 6.0 | 0 |
| ALL | 94 | 962 | 962.0 | 3 |

Unit Cruise Statistics (Cut + Leave Trees): ELFENDAHL PASS DAYLIGHTING

| 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 | 196.6 | 0.0 | 0.0 | 119.8 | 40.5 | 4.9 | 23,548 | 40.5 | 4.9 |
| RA | 7.8 | 0.0 | 0.0 | 107.4 | 21.4 | 9.6 | 838 | 21.4 | 9.6 |
| LP | 6.2 | 0.0 | 0.0 | 71.6 | 28.2 | 11.5 | 447 | 28.2 | 11.5 |
| WH | 2.2 | 0.0 | 0.0 | 121.3 | 41.0 | 13.7 | 262 | 41.0 | 13.7 |
| WP | 1.6 | 0.0 | 0.0 | 139.4 | 28.9 | 11.8 | 224 | 28.9 | 11.8 |
| ALL | 214.4 | 0.0 | 0.0 | 118.1 | 39.8 | 4.1 | 25,320 | 39.8 | 4.1 |

Unit Summary: ELFENDAHL PASS DAYLIGHTING

| Sp | Status | Rx | N | D | DBH | BL | THT | BF Gross | BF Net | Defect % | TPA | BA | RD | MBF Net |
|-----|--------|-----|----|-----|------|-----|-----|-------------|-----------|-------------|-------|-------|------|------------|
| DF | LIVE | CUT | 68 | ALL | 16.7 | 75 | 86 | 23,674 | 23,548 | 0.5 | 129.2 | 196.6 | 48.1 | 153.1 |
| LP | LIVE | CUT | 6 | ALL | 11.6 | 66 | 66 | 502 | 447 | 11.0 | 8.5 | 6.2 | 1.8 | 2.9 |
| RA | LIVE | CUT | 5 | ALL | 13.8 | 55 | 77 | 892 | 838 | 6.1 | 7.5 | 7.8 | 2.1 | 5.4 |
| WH | LIVE | CUT | 9 | ALL | 16.9 | 85 | 85 | 264 | 262 | 0.6 | 1.4 | 2.2 | 0.5 | 1.7 |
| WP | LIVE | CUT | 6 | ALL | 17.9 | 101 | 101 | 233 | 224 | 3.7 | 0.9 | 1.6 | 0.4 | 1.5 |
| ALL | LIVE | CUT | 94 | ALL | 16.3 | 74 | 84 | 25,565 | 25,319 | 1.0 | 147.5 | 214.4 | 52.9 | 164.6 |
| ALL | ALL | ALL | 94 | ALL | 16.3 | 74 | 84 | 25,565 | 25,319 | 1.0 | 147.5 | 214.4 | 52.9 | 164.6 |



Mason County
Planning Division of Community Development

615 W. Alder St.
 Building 8
 Shelton, WA 98584
 360-427-9670 ext 352
 www.masoncountywa.gov

| | |
|--|---|
| FPA2023-00006 | FOREST PRACTICES |
| PROJECT DESCRIPTION: REMOVE TREES ALONG ELFENDAHL PASS RD TO INCREASE SAFETY SITE ADDRESS: 4410 NE ELFENDAHL PASS RD BELFAIR | ISSUED: 08/23/2023 EXPIRES: 08/23/2025 |

PARCEL: 223220060000

| | |
|---|---|
| APPLICANT: DNR - AUDREY MAINWARING 950 FARMAN AVE N ENUMCLAW, WA 98022 206-949-0137 | OWNER: STATE OF WASHINGTON DEPT OF NATURAL RESOURCES OLYMPIA, WA 98504 |
|---|---|

| FEES: | <u>Paid</u> | <u>Due</u> |
|------------------------|-----------------|---------------|
| Forest Practice Review | \$300.00 | \$0.00 |
| Totals : | \$300.00 | \$0.00 |

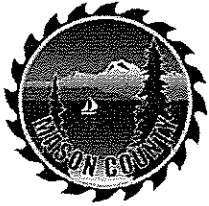
CONDITIONS

* 1. ARCHAEOLOGICAL RESOURCES

Archaeological or historical resources, such as ruins, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from an historical or scientific standpoint, which may be encountered by the developer/contractor, shall not be further disturbed. If the developer/contractor encounters any such artifacts, he/she shall immediately stop work and notify Mason County and the Washington State Department of Archaeology and Historic Preservation. Failure to do so may result in civil penalties.

* 2. STORM WATER & EROSION CONTROL

No stumping or other ground disturbing activity is permitted in association with this permit. Appropriate BMPs will be used to mitigate incidental ground disturbance.



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360-427-9670 ext 352
www.masoncountywa.gov

FOREST PRACTICES FPA2023-00006

* 3. SLASH ABATEMENT

This Forest Practice Application indicates that forest debris resulting from the proposed logging operation may create an extreme fire hazard under RCW 76.04.600 and WAC 332-24-650. An extreme fire hazard could be created if one or more of the conditions found in WAC 332-24-650 is located within 100 feet of the running surface of a public road; or is within 500 of an existing structure and/or designated public use area, which is not owned by the owner of the fire hazard area. The land owner is fully liable in the event of fire, if he or she fails to appropriately abate the hazard. Extreme fire hazards shall be abated by removing the forest debris, or by other means approved by the Washington State Department of Natural Resources (DNR).

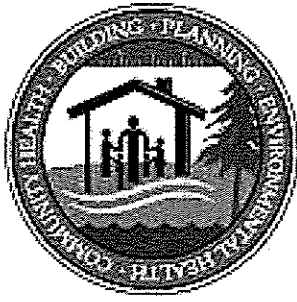
* 4. WETLAND SETBACK

Impacts to wetland buffer habitat shall be approved through a Mason County Shoreline Exemption (SHX 2023-00019). A Habitat Management Plan will prescribe effective mitigation. FPA shall not commence until environmental permits have been approved.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state/local law regulating construction or the performance of construction.

Issued By: *CPO*

Contractor or Authorized Agent: *Matthew Regal* Date: 3/29/23



MASON COUNTY COMMUNITY SERVICES

Building, Planning, Environmental Health, Community Health

Forest Practice Application...

FPA2023-00006

Issued Date 08/23/2023

Expiration
Date 08/23/2025

FPA Type Remove trees along Elfendahl Pass Rd to increase safety

Parcel... 223220060000

Site... 4410 NE Elfendahl Pass Rd

Applicant DNR - AUDREY MAINWARING

Issued By: Cassidy Perkins

**POST THIS IN A CONSPICUOUS PLACE
AT THE FRONT OF THE PREMISES**

General Questions: (360) 427-9670 ext 352
615 W Alder St Bldg 8, Shelton, WA 98584
www.co.mason.wa.us



Mason County
Planning Division of Community Development

615 W. Alder St.
Building 8
Shelton, WA 98584
360-427-9670 ext 352
www.masoncountywa.gov

SHX2023-00019

SHORELINE EXEMPTION

PROJECT DESCRIPTION: REMOVE TREES ALONG ELFENDAHL
PASS RD TO INCREASE SAFETY
SITE ADDRESS: 4410 NE ELFENDAHL PASS RD BELFAIR

ISSUED: 07/20/2023
EXPIRES: 07/20/2028

PARCEL: 223220060000

APPLICANT: DNR - AUDREY MAINWARING
950 FARMAN AVE N
ENUMCLAW, WA 98022
206-949-0137

OWNER: STATE OF WASHINGTON
DEPT OF NATURAL RESOURCES
OLYMPIA, WA 98504

| FEES: | Paid | Due |
|-------------------------|-----------------|---------------|
| PLA-SHORELINE EXEMPTION | \$800.00 | \$0.00 |
| OTHER | | |
| Totals : | \$800.00 | \$0.00 |

REQUIRED INSPECTIONS

Initial planting inspection

CONDITIONS

- * A Hydraulic Project Approval from the Washington State Department of Fish and Wildlife must be granted prior to commencing work. wdfw.wa.gov
- * All other necessary permits from Mason County, Washington State, Federal Agencies, and/or other agencies/groups that are required for this proposed development and construction must be obtained PRIOR TO DEVELOPMENT AND CONSTRUCTION.
- * Water quality is not to be degraded to the detriment of the aquatic environment as a result of this project including but not limited to concrete leachate containment.
- * All construction debris must be removed from the site after project completion to an approved location. Proper disposal of construction debris must be on land in such a manner that debris cannot enter or cause water quality degradation of aquatic environments.



Mason County
Planning Division of Community Development

615 W. Alder St.
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Shelton, WA 98584
360-427-9670 ext 352
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SHORELINE EXEMPTION SHX2023-00019

- * Proper erosion and sediment control practices must be used on the construction site and adjacent areas to prevent upland sediments from entering the aquatic environment. Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent soil from being carried into surface water by stormwater runoff. Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of state regulations. Any work in or adjacent to waterways that will adversely affect water quality must receive specific prior authorization from the Department of Ecology. Silt fencing, straw matting, etc. must be installed and maintained until seeding or upland vegetation has become established around all areas disturbed or newly created by construction activities.
- * Archaeological or historical resources, such as ruins, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from an historical or scientific standpoint, which may be encountered by the developer/contractor, shall not be further disturbed. If the developer/contractor encounters any such artifacts, he/she shall immediately stop work and notify Mason County and the Washington State Department of Archaeology and Historic Preservation. Failure to do so may result in civil penalties.
- * Approved per dimensions and setbacks on submitted site plan. Setbacks are measured from the furthest projection of the structure.
- * Must adhere to HMP/CLMP

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state/local law regulating construction or the performance of construction.

Issued By: _____ 08/22/2023

Contractor or Authorized Agent: _____ **Date:** _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

ELFENDAHL PASS DAYLIGHTING TIMBER SALE ROAD PLAN
MASON COUNTY
HOOD CANAL DISTRICT
SOUTH PUGET SOUND REGION

AGREEMENT NO.: 30-102057

DATE: 2/22/23

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

| <u>Road</u> | <u>Stations</u> | <u>Type</u> |
|-------------|-----------------|-----------------------|
| E-2000 | 0+00 to 0+50 | Post-haul Maintenance |
| E-3000 | 0+00 to 1+00 | Post-haul Maintenance |
| G-2000 | 0+00 to 1+26 | Post-haul Maintenance |
| G-3000 | 0+00 to 1+40 | Post-haul Maintenance |
| G-4000 | 0+00 to 1+62 | Post-haul Maintenance |
| REC-E-2500 | 0+00 to 1+00 | Post-haul Maintenance |

0-7 POST-HAUL MAINTENANCE

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

1. Addenda.
2. Road Plan Clauses.
3. Typical Section Sheet.
4. Standard Lists.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-32 ASPHALT SURFACE RESTRICTION

If Purchaser must run equipment on asphalt surfaces, then rubber-tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on asphalt surfaces, Purchaser shall immediately cease all operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the asphalt surface(s) and have surface(s) evaluated by Mason County Public Works or their designee for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser's expense.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-8 PROHIBITED DECKING AREAS

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

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

SECTION 7 – STRUCTURES

7-70 GATE CLOSURE

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

SECTION 9 – POST-HAUL ROAD WORK

9-5 POST-HAUL MAINTENANCE

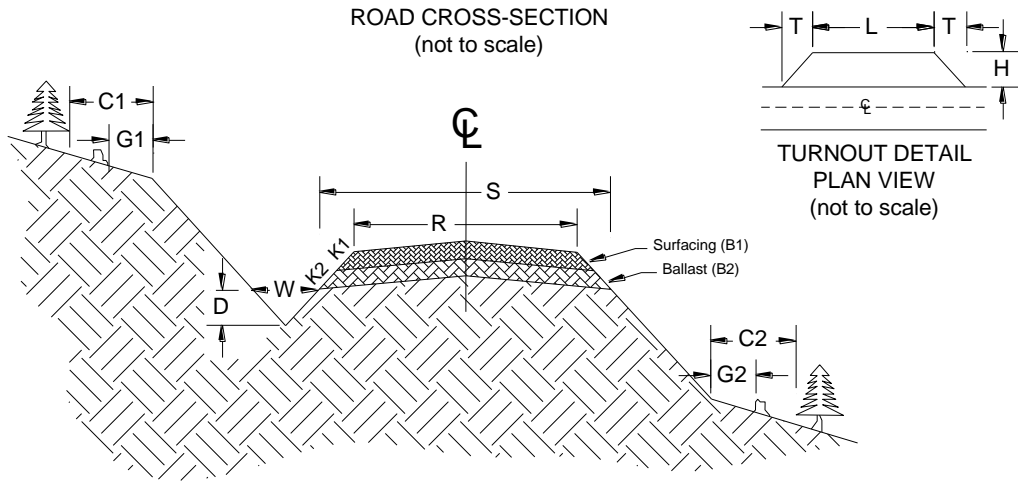
Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS and as specified below.

| <u>Road</u> | <u>Stations</u> | <u>Additional Requirements</u> |
|-------------|-----------------|--|
| E-2000 | 0+00 to 0+50 | Remove logging debri from road and ditch, grade. |
| E-3000 | 0+00 to 1+00 | Remove logging debri from road and ditch, grade. |
| G-2000 | 0+00 to 1+26 | Remove logging debri from road and ditch, grade. |
| G-3000 | 0+00 to 1+40 | Remove logging debri from road and ditch, grade. |
| G-4000 | 0+00 to 1+62 | Remove logging debri from road and ditch, grade. |
| REC-E-2500 | 0+00 to 1+00 | Remove logging debri from road and ditch. |

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

TYPICAL SECTION SHEET



| Road Number | From Station | To Station | Tolerance Class | Subgrade Width (feet) | Road Width (feet) | Ditch | | Crown in. @ CL | Grubbing Limits (feet) | | Clearing Limits (feet) | | Cut Slope Ratio | Fill Slope Ratio |
|-------------|--------------|------------|-----------------|-----------------------|-------------------|--------------|--------------|----------------|------------------------|----|------------------------|----|-----------------|------------------|
| | | | | | | Width (feet) | Depth (feet) | | G1 | G2 | C1 | C2 | | |
| | | | | S | R | W | D | | | | | | % | % |
| E-2000 | 0+00 | 0+50 | A | 16 | 12 | 2.5 | 1 | 4 | 0 | 0 | 0 | 0 | 100 | 67 |
| E-3000 | 0+00 | 1+00 | A | 16 | 12 | 2.5 | 1 | 4 | 0 | 0 | 0 | 0 | 100 | 67 |
| G-2000 | 0+00 | 1+26 | A | 16 | 12 | 2.5 | 1 | 4 | 0 | 0 | 0 | 0 | 100 | 67 |
| G-3000 | 0+00 | 1+40 | A | 16 | 12 | 2.5 | 1 | 4 | 0 | 0 | 0 | 0 | 100 | 67 |
| G-4000 | 0+00 | 1+62 | A | 16 | 12 | 2.5 | 1 | 4 | 0 | 0 | 0 | 0 | 100 | 67 |
| REC-E-2500 | 0+00 | 1+00 | A | 16 | 12 | 2.5 | 1 | 4 | 0 | 0 | 0 | 0 | 100 | 67 |
| | | | | | | | | | | | | | | |

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

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

Termination of Use or End of Season

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

Debris

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

