

Washington DNR Timber Sales Program

Updated information is being provided for **Darrington Flats** timber sale documents as follows:

**Documents amended:**

<b>Brief Description</b>	<b>DATE</b>
ARRF Day of Sale Fees updated for Darrington Flats	10/16/2023



**TIMBER NOTICE OF SALE**

**SALE NAME:** DARRINGTON FLATS VDT

**AGREEMENT NO:** 30-103171

**AUCTION:** October 25, 2023 starting at 10:00 a.m., **COUNTY:** Snohomish  
Northwest Region Office, Sedro Woolley, WA

**SALE LOCATION:** Sale located approximately 2 miles north of Darrington, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber as described for removal in Schedule B bounded by white timber sale boundary tags, adjacent young stands, and power line right-of-way except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber as described for removal in Schedule B bounded by white timber sale boundary tags, power line right-of-way, and the SSS-507 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber as described for removal in Schedule B bounded by white timber sale boundary tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), and forest products tagged out by yellow leave tree area tags in Unit #4.

All timber bounded by orange right of way tags, except that title to the timber within the right of way tags is not conveyed to the Purchaser unless the road segment is actually constructed, except as described for removal in Schedule B.

All forest products above located on part(s) of Sections 7 all in Township 32 North, Range 10 East, Sections 12 all in Township 32 North, Range 9 East, W.M., containing 90 acres, more or less.

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227)

**ESTIMATED SALE VOLUMES AND QUALITY:**

Species	Avg DBH	Ring Count	Total MBF	Total \$/MBF	MBF by Grade								
					1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	20	9	1,128	\$466.00						634	451	42	1
Hemlock	9.2		1	\$120.00									1
Other Hardwood				\$20.00									
Other Conifer				\$120.00									
Sale Total			1,129										

**MINIMUM BID:** \$466/MBF (est. value \$525,000.00) **BID METHOD:** Sealed Bids

**PERFORMANCE SECURITY:** \$100,000.00 **SALE TYPE:** MBF Scale

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

**BIDDABLE SPECIES:** Douglas fir



## TIMBER NOTICE OF SALE

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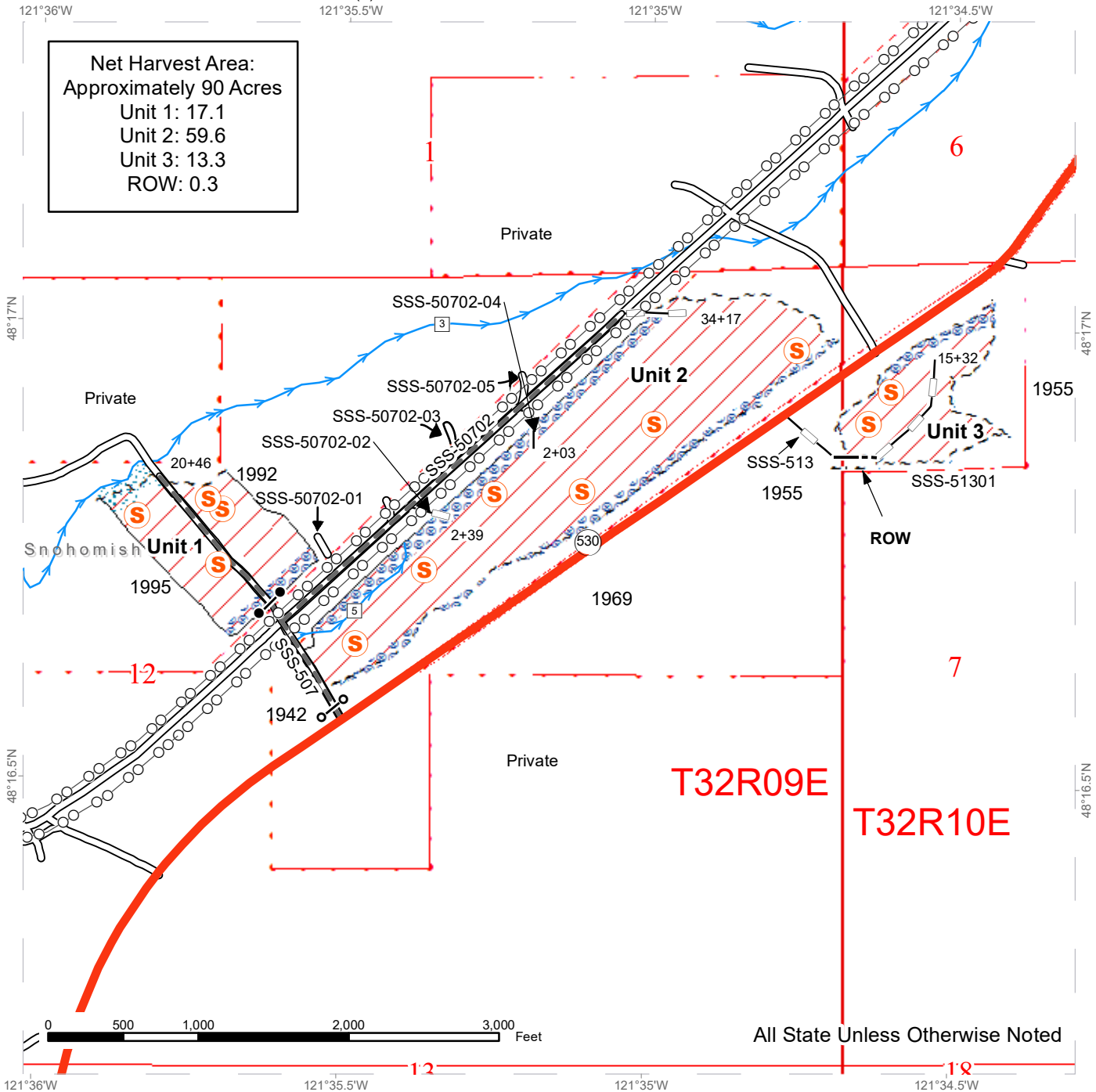
- BID DEPOSIT:** \$52,500.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.
- HARVEST METHOD:** Tracked machinery for felling on sustained slopes 35% or less; and shovel, 6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires, tracked skidder, or rubber-tired skidder for yarding on sustained slopes 35% or less. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator.
- ROADS:** 2.88 stations of optional construction. 20.21 stations of optional reconstruction. 51.28 stations of required prehaul maintenance. 59.80 stations of abandonment. 2.88 stations of abandonment, if built. Purchaser shall install a gate. See road plan for details.
- Rock may be obtained from the following source on State land at no charge to the Purchaser: Section 9 Gravel Pit at milepost 1.7 of the SR-ML Road. See road plan for details on Optional application of gravel ballast.
- Road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.
- ACREAGE DETERMINATION**
- CRUISE METHOD:** Acres determined by GPS traverse for units and length x width calculation for right-of-way. Cruise was conducted via variable plot sample type, as well as fixed plot for right-of-way. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.
- FEES:** \$17.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.
- SPECIAL REMARKS:**
1. Harvest is conducive to 100% ground-based yarding.
  2. HQ DF noted within the sale area. See cruise for further details.
  3. A portion of the sale is adjacent to Seattle City Lights power lines.
  4. "Skips" shown on the timber sale map are tagged out by yellow leave tree area tags.

# TIMBER SALE MAP

**SALE NAME:** DARRINGTON FLATS VDT  
**AGREEMENT #:** 30-103171  
**TOWNSHIP(S):** T32R10E, T32R9E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 480-520

**Net Harvest Area:**  
 Approximately 90 Acres  
 Unit 1: 17.1  
 Unit 2: 59.6  
 Unit 3: 13.3  
 ROW: 0.3



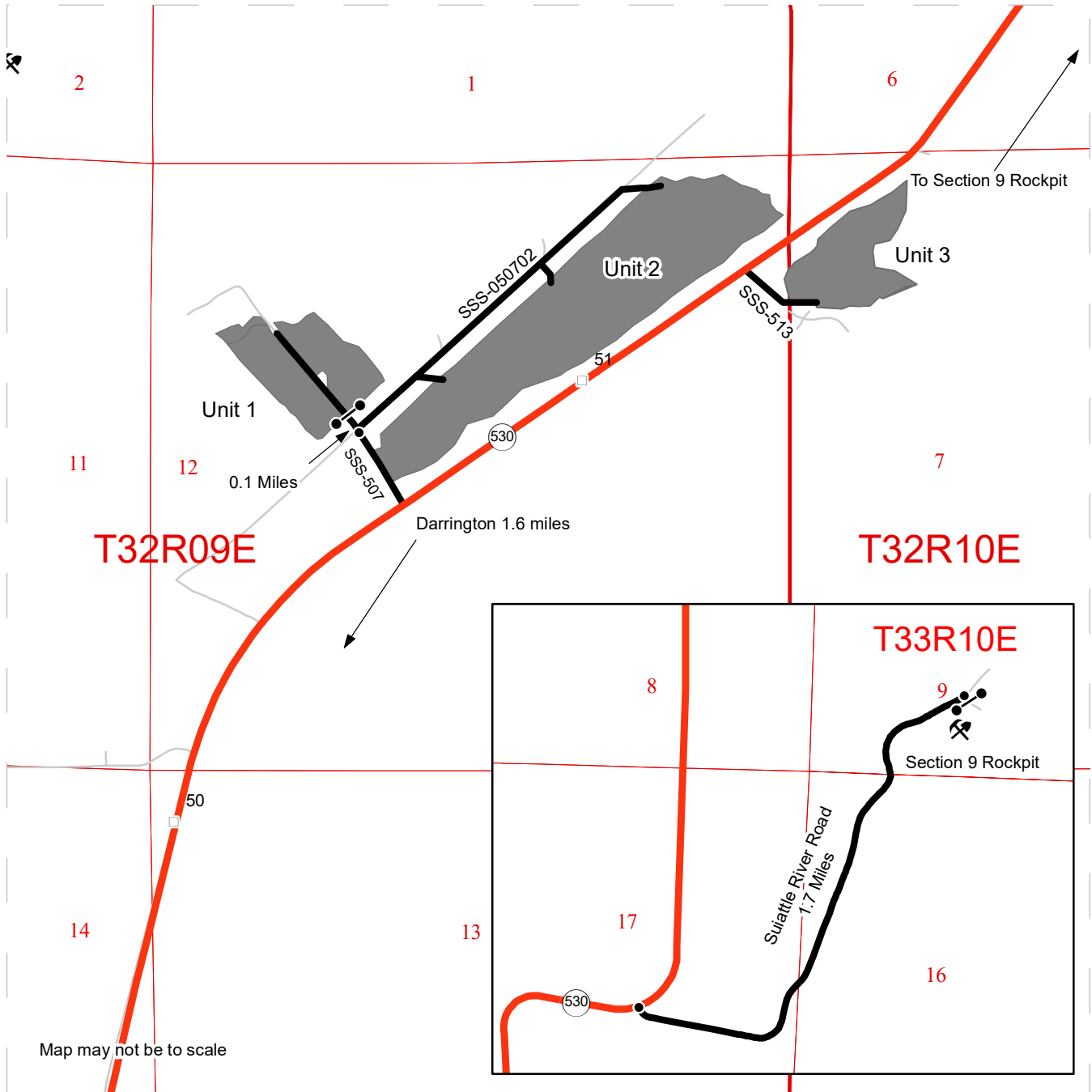
All State Unless Otherwise Noted



# DRIVING MAP

**SALE NAME:** DARRINGTON FLATS VDT  
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Map may not be to scale

- Timber Sale Unit
- Haul Route
- Other Road
- Milepost Markers
- Distance Indicator
- Gate (F1-3)
- 530 HWY
- Rock Pit

From Darrington, WA drive approximately 1.6 miles north on Highway 530, to the junction of the SSS-507 road. This is the access to Unit1 and Unit 2. Continue 0.7 miles on Highway 530 to arrive at the junction of SSS-513 road, which is the access point to unit 3.

Section 9 rock pit: From Darrington travel 7.4 east to Suattle River Road. Continue 1.7 miles, the pit will be on the right hand side.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted MBF Scale AGREEMENT NO. 30-0103171**

**SALE NAME: DARRINGTON FLATS VDT**

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

#### G-010 Products Sold and Sale Area

Purchaser was the successful bidder on October 25, 2023 and the sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All timber as described for removal in Schedule B bounded by white timber sale boundary tags, adjacent young stands, and power line right-of-way except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber as described for removal in Schedule B bounded by white timber sale boundary tags, power line right-of-way, and the SSS-507 Road, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber as described for removal in Schedule B bounded by white timber sale boundary tags, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), and forest products tagged out by yellow leave tree area tags in Unit #4.

All timber bounded by orange right of way tags, except that title to the timber within the right of way tags is not conveyed to the Purchaser unless the road segment is actually constructed, except as described for removal in Schedule B., located on approximately 90 acres on part(s) of Section 7 in Township 32 North, Range 10 East, Section 12 in Township 32 North, Range 9 East W.M. in Snohomish County(s) as shown on the attached timber sale map and as designated on the sale area.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
B	Thinning Prescription
D	Test

G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to March 31, 2026.

G-040 Contract Term Adjustment - No Payment

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

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

G-050 Contract Term Extension - Payment

Extensions of this contract term may be granted only if, in the judgment of the State, Purchaser is acting in good faith and is endeavoring to remove the forest products



conveyed. The term of this contract may be extended for a reasonable time by the State if all of the following conditions are satisfied:

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

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

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

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

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

- e. Payment of \$3.00 per acre per annum for the acres on which an operating release has not been issued in the sale area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

**G-053 Surveys - Sensitive, Threatened, Endangered Species**

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

**G-060 Exclusion of Warranties**

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

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

G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator.

Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

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

#### G-064 Permits

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

#### G-065 Regulatory Disclaimer

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

#### G-066 Governmental Regulatory Actions

##### a. Risk

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

##### b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-090 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-100 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract

Administrator. Added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-105 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-110 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

#### G-140 Indemnity

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

required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

## G-200 Notice

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

- G-210 Violation of Contract
- G-220 State Suspends Operations

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

## G-210 Violation of Contract

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

## G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

## G-260 Venue

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

## G-270 Equipment Left on State Land

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

## G-280 Operating Release

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

## G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; SSS-507, SSS-50702, SSS-50702-01, SSS-50702-02, SSS-50702-03, SSS-50702-04, SSS-50702-05, SSS-513, and SR-ML (Suiattle Mainline / USFS-26) roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

## G-330 Pre-work Conference

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

## G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or

replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

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

G-380 Road Easement and Road Use Permit Requirements

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

Easements with:

United States of America, acting by and through the Forest Service, Department of Agriculture; 55-000032, dated June 27, 1975

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-010 Initial Deposit

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

P-021 Payment for Forest Products

Purchaser agrees to pay the following rates per MBF Scribner net log scale for forest products conveyed and cut or removed from the sale area plus \$17.00 on day of sale and \$9.00 per MBF upon removal in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

DATA MISSING

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

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

P-027 Payment for Removal of Optional Forest Products

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

P-040 Weighing and Scaling Costs

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-052 Payment Procedure

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

If a third party LLRS is not required by this contract, Purchaser shall pay for forest products removed on a monthly basis. Payments will be submitted to the office listed above on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the State with at least one payment each month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

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

numerical order with the corresponding ticket number and weight or volume for each load.

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

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

P-080 Payment Account Refund

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

P-090 Performance Security

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

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability

L-010 Forest Products Conveyed

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

L-020 Short Logs - Peeler Blocks

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



**L-060 Load Tickets**

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

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

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

**L-071 Log and Load Reporting Service**

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

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

**L-080 Scaling Rules**

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

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

L-120 Long Log Taper Distribution

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

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

L-130 Conversion Factors

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

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

H-011 Certification of Fallers and Yarder Operators

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

Excessive damage for leave trees is defined in clause H-012.  
Excessive damage for reserve trees is defined in clause H-013.

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

When leave tree damage exceeds the limits set forth in clause H-012, Purchaser shall be subject to liquidated damages (clause D-040)

When reserve tree damage exceeds the limits set forth in clause H-013, Purchaser shall be subject to liquidated damages (clause D-041).

#### H-012 Leave Tree Damage Definition

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

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

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 20 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

#### H-016 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 14 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.

- g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 8 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-030 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

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

H-050 Rub Trees

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

H-052 Branding and Painting

Forest products shall be branded with a brand furnished by the State prior to removal from the landing. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

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

H-080 Snags Not to be Felled

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

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using chainsaw or tracked machinery for felling on sustained slopes 35% or less; and shovel, 6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires, tracked skidder, or rubber-tired skidder for yarding on sustained slopes 35% or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-126 Tailholds on State Land

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

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

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

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

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

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

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

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

C. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than two weeks before any activities resume on site.

D. No operations of any kind are permitted before 7:00 AM southeast of Highway 530.

E. No operations are permitted on weekends or federal holidays southeast of Highway 530.

F. Falling and Yarding shall occur away from all typed waters where possible. All type 5 streams will have a 30-foot equipment limitation zone measured from each bank.

G. The Purchaser shall mark and the Contract Administrator must approve all Type 5 stream crossings. Front-end suspension is required over all streams.

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

I. Trees harvested near the utility line right-of-way and property line shall be felled away from the utility line right-of-way and property lines. The Purchaser shall remove any material that falls across property lines.

J. Purchaser shall use extreme caution when operating near the power lines and comply with any safety measures provided by Seattle City Light.

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

#### H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

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

H-150 Required Removal of Forest Products

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

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

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

H-157 Optional Removal of Forest Products Not Designated

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

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

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

H-160 Mismatch

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

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

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 11/12/2022 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 SSS-507, SSS-50702, SSS-50702-01, SSS-50702-02, SSS-50702-03, SSS-50702-04, SSS-50702-05, and SSS-513 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on SR-ML (Suiattle Mainline / USFS-26) road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or



unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

When the humidity is DATA MISSING 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 DATA MISSING equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season"

or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

-Department of Emergency Management at 1-800-258-5990

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

S-131 Refuse Disposal

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

Section D: Damages

D-010 Liquidated Damages

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

D-020 Failure to Remove Forest Products

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

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

Where:

LD = Liquidated Damage value.

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

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

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

- C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.
- A = Administrative Fee = \$2,500.00.

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

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- LD = Liquidated damage value.
- N = Number of days from date of breach to date payment is received.

#### D-030 Inadequate Log Accountability

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

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

#### D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The

value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$250.00 per tree for all damaged trees in the sale area.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Jay Guthrie  
Northwest Region Manager

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

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

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

Address:

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

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

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

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

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

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

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

\_\_\_\_\_

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

**Schedule B**  
**Thinning Prescription**

THINNING PRESCRIPTION: UNIT 1 (INCLUDING RMZS)

Purchaser shall cut and remove all Douglas-fir 22" to 24" d.b.h. resulting in a MINIMUM of 110 trees per acre.

Where the prescription would leave an opening greater than 50 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class, best form, and undamaged.

Western redcedar is not to be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations or those which pose safety hazards shall be considered for approval.

Riparian Restoration Work:

1. Three enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be felled toward streams and left as down woody debris.
2. Two enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be cut in a manner that facilitates snag creation and recruitment (girdled or topped).
3. These enhancement trees are in addition to the residual stocking targets mentioned above, and should be distributed evenly throughout the RMZs.

THINNING PRESCRIPTION: UNIT 2 AND 3

Purchaser shall cut and remove trees according to the criteria below to create an AVERAGE residual stand of 60 trees per acre.

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

- 1) all red alder
- 2) defective, or diseased Douglas-fir 16" – 18" d.b.h.
- 3) defective, or diseased Douglas-fir 18" – 24" d.b.h.
- 4) Douglas-fir 16"-24" (starting with lower diameter range first)

Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms which should be prioritized for take.

Where the prescription would leave an opening greater than 50 feet in diameter, the Purchaser

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must leave a conifer take tree from the largest diameter, largest crown class, best form, and undamaged.

Western redcedar is not to be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations or those which pose safety hazards shall be considered for approval.



**DRAFT**

**DRAFT**

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**Schedule D**  
**Test**

“Data Missing” insert Schedule D Compartment Map HERE



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

**Region:**

**Timber Sale Name:**

**Application Number:**

**EXCISE TAX APPLICABLE ACTIVITIES**

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

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

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

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

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

**EXCISE TAX EXEMPT ACTIVITIES**

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

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

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.  
(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Darrington Flats VDT</b>	Region: <b>Northwest</b>
Agreement #: <b>30-0103171</b>	District: Clearlake
Contact Forester: Jack Armstrong Phone / Location: 360-982-1567	County(s): Snohomish,
Alternate Contact: Grant Becker Phone / Location: 360-595-3448	Other information:

Type of Sale: MBF Scale	
Harvest System: Ground based	See logging plan map

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) <b>Sec/Twp/Rng</b>	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  (List method and error of closure if applicable)
				Skip Areas	Leave Tree Acres	Existing Road/Grade Road/Grade Acres	Other Acres <small>(describe)</small>		
1-A	Sec 12/T32N/R9E	01	9.6	0.1	0	0.3	0	9.2	GPS (Garmin)
1-B	Sec 12/T32N/R9E	01	8.0	0.1	0	0	0	7.9	GPS (Garmin)
2	Sec 12/T32N/R9E	01	60.9	0.7	0	0.6	0	59.6	GPS (Garmin)
3	Sec 7/T32N/R10E	01	14.4	0.3	0	0.8	0	13.3	GPS (Garmin)
ROW	Sec 7/T32N/R10E	01	0.3	0	0	0	0	0.3	290ft x 40ft
<b>TOTAL ACRES</b>			93.2	1.2	0	1.7	0	<b>90.3</b>	

Acreage Deductions			
Road/Grade Name	Unit No.	Dimensions	Acres
SSS-5703	1-A	340ft x 40 ft	0.3
Unnamed trail	2 (NE end)	1,100 ft x 20ft	0.5
Unnamed trail	2 (central)	220 ft x 20 ft	0.1
SSS-510	3	1,100ft x 30 ft	0.8

### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	as described in schedule B	Leave tree tagged areas are "skip" areas protecting habitat features	
2	as described in schedule B		
3	as described in schedule B		
ROW	bound by orange ROW tags		Boundary line matches north ROW tag line. If a tree meets Rx on this overlapping line, it is a take tree

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF / 200	Accessible off Hwy 530.	See attached traverse maps
2	DF / 900		
3	DF / 150		
ROW	DF / 15 mbf		
TOTAL MBF	1,265 mbf		

**REMARKS:**

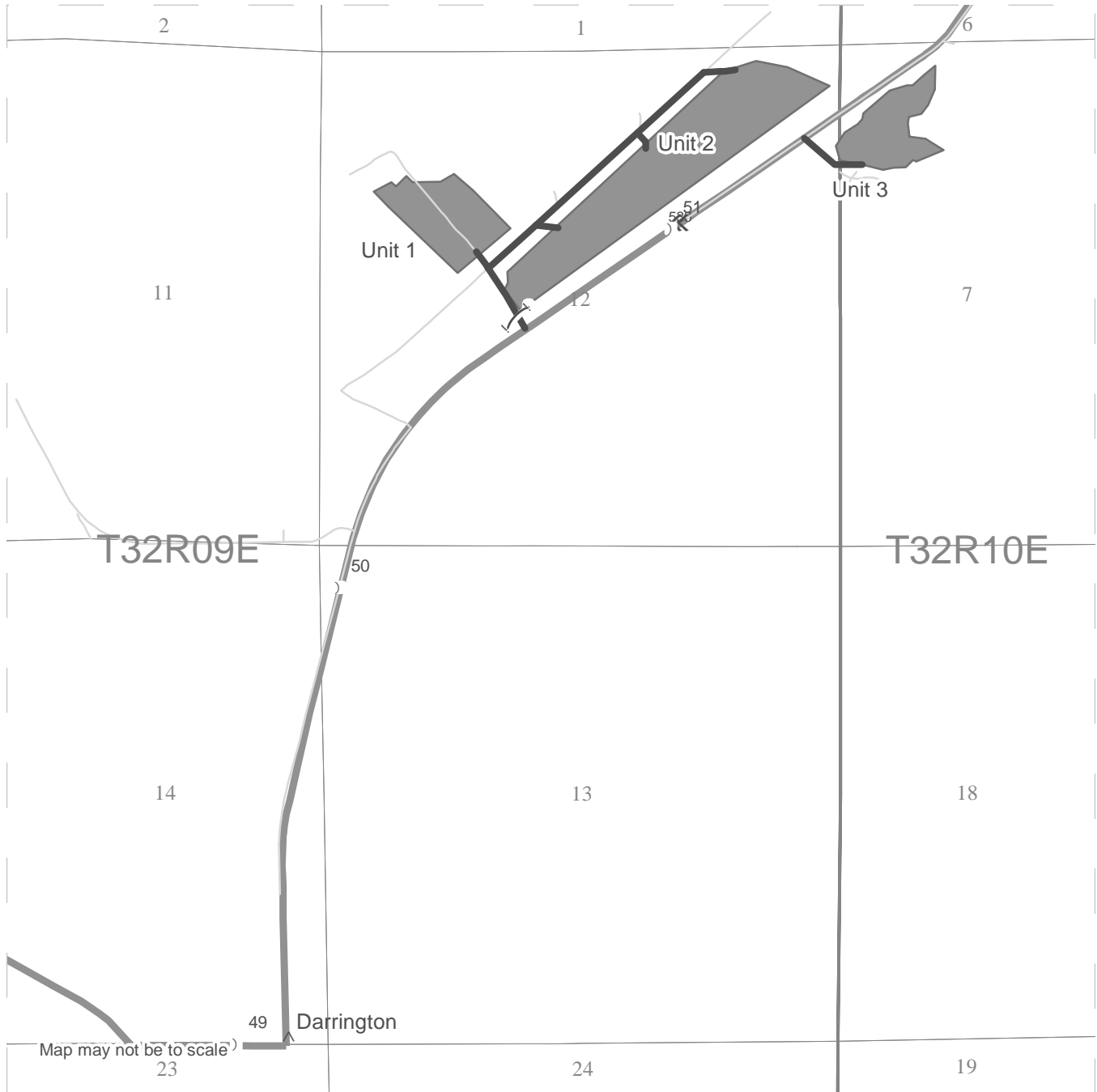
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Prepared By: Mark Arneson Date: 12/6/2022	Title: Clearlake District Manager	CC:
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# DRIVING MAP

**SALE NAME:** DARRINGTON FLATS  
**AGREEMENT#:** 30-103171  
**TOWNSHIP(S):** T32R10E, T32R9E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 480-520

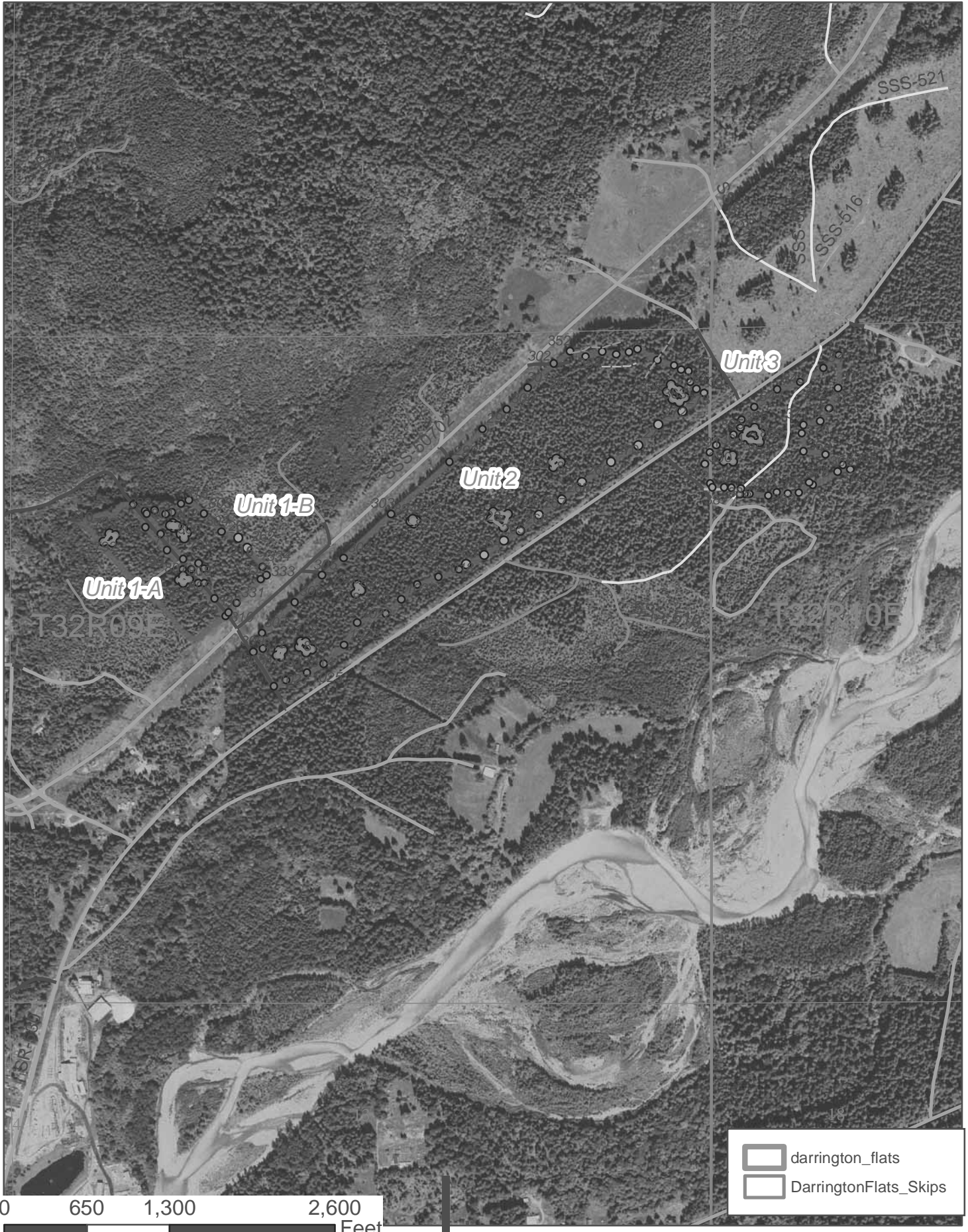


	Timber Sale Unit
	Haul Route
	Other Road
	Milepost Markers

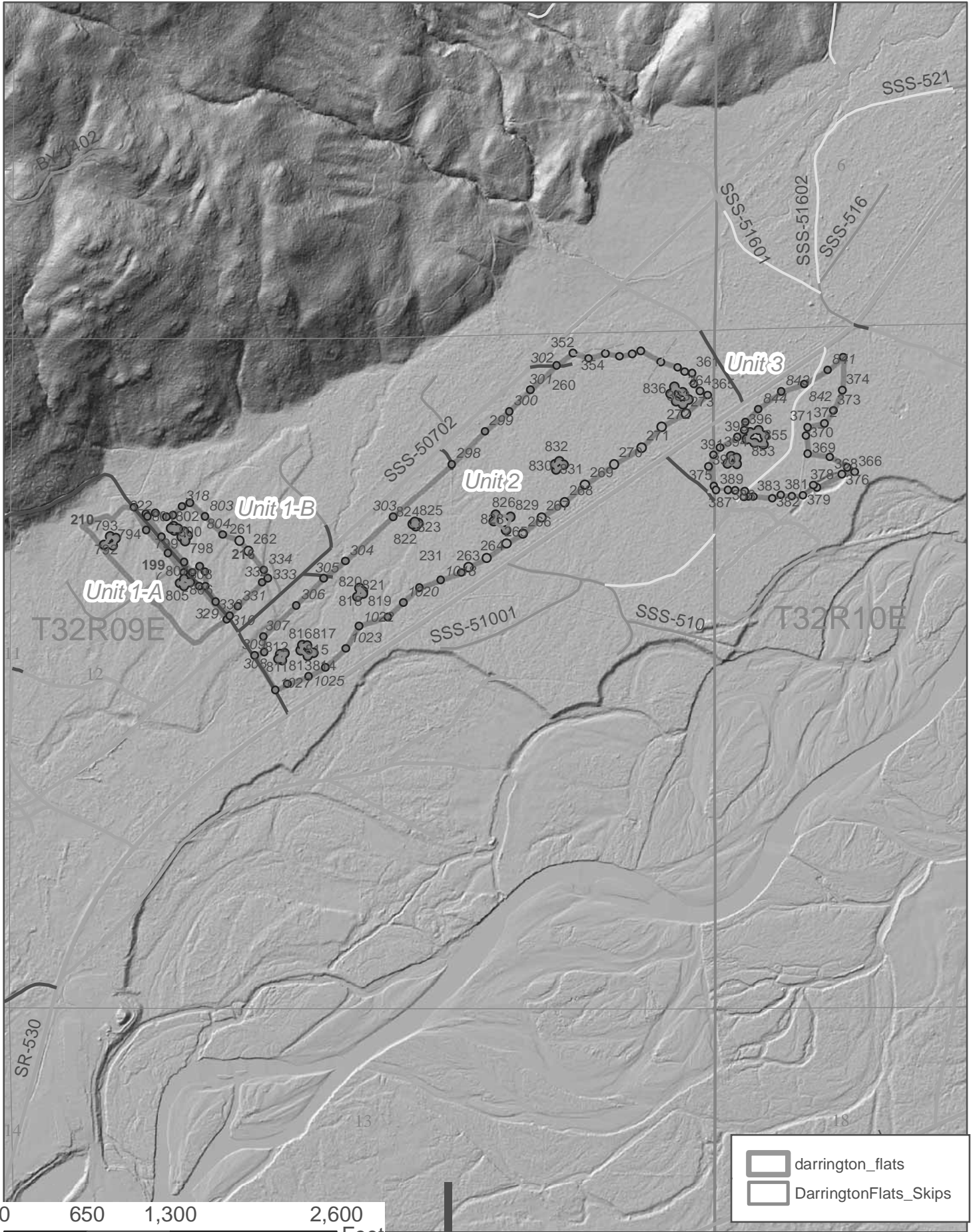
From Darrington, WA drive approximately 1.6 miles north on Highway 530, to the junction of the SSS-503 road. This is the access to unit1 and unit 2. Continue 0.7 miles on Highway 530 to arrive at the junction of SSS-513 road, which is the access point to unit 3.

# 3

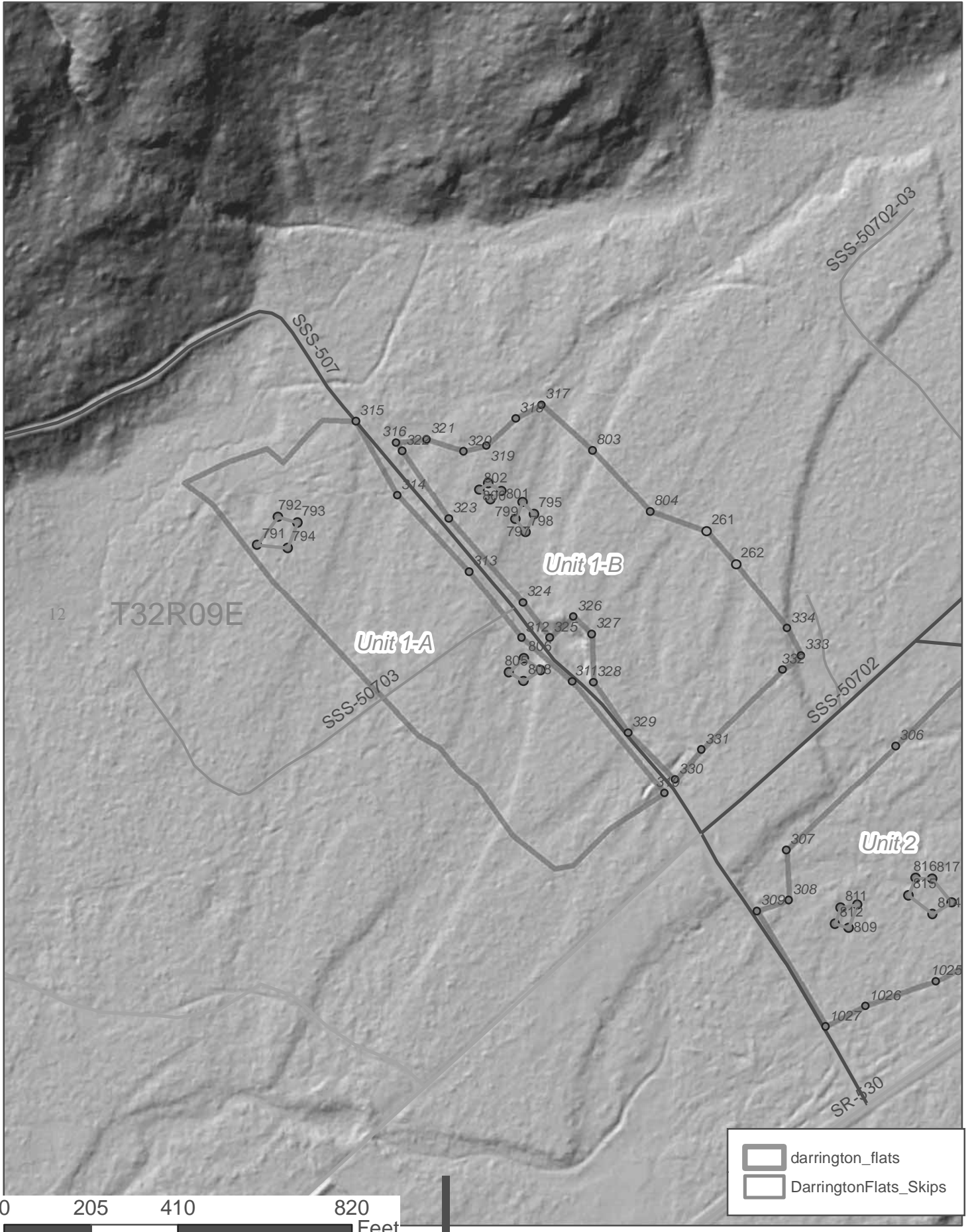
# Darrington Flats VDT Traverse Maps



# Darrington Flats VDT Traverse Maps



# Darrington Flats VDT Traverse Maps



0 205 410 820 Feet

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# Darrington Flats VDT Traverse Maps



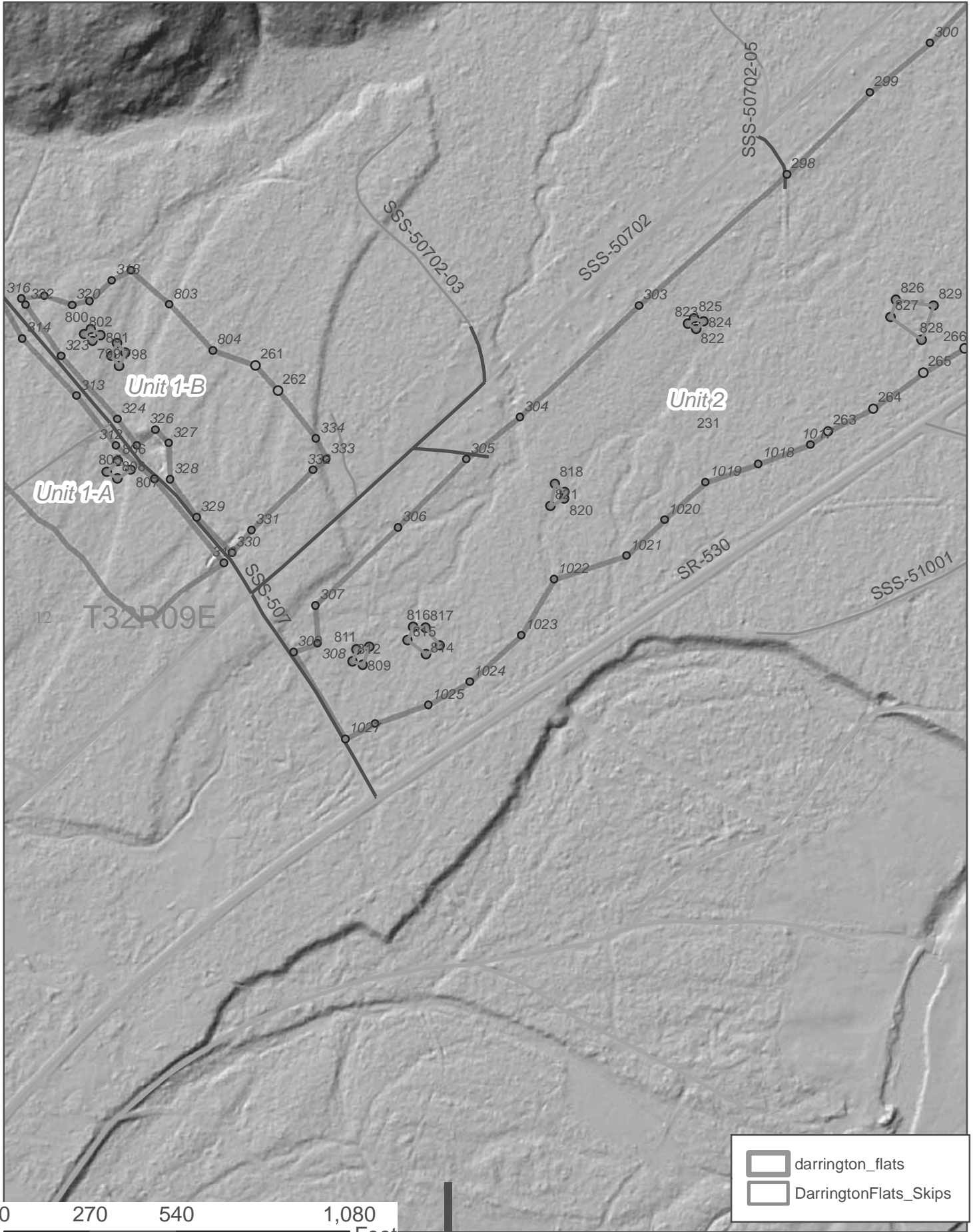
# Darrington Flats VDT Traverse Maps



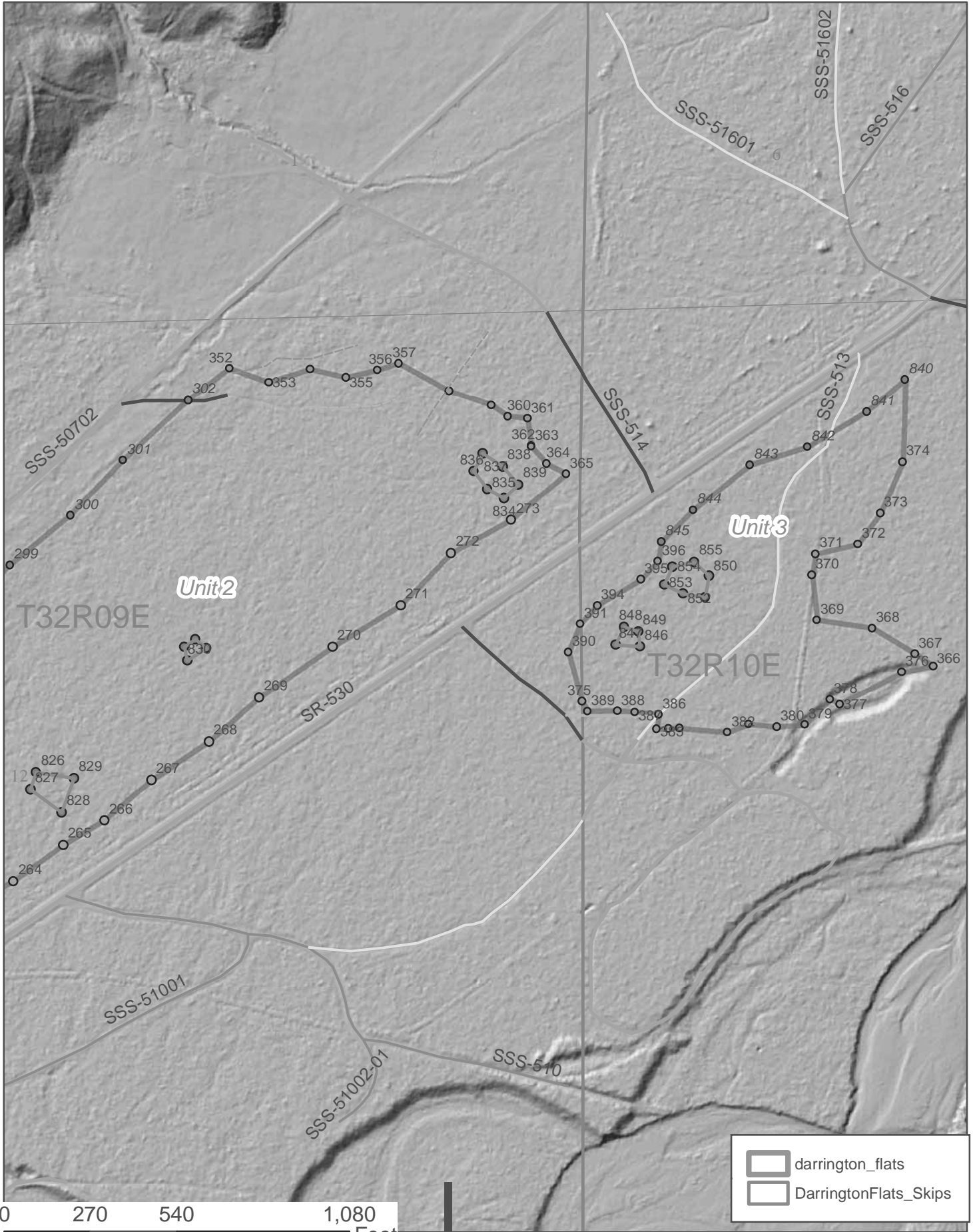
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0 270 540 1,080  
Feet

# Darrington Flats VDT Traverse Maps

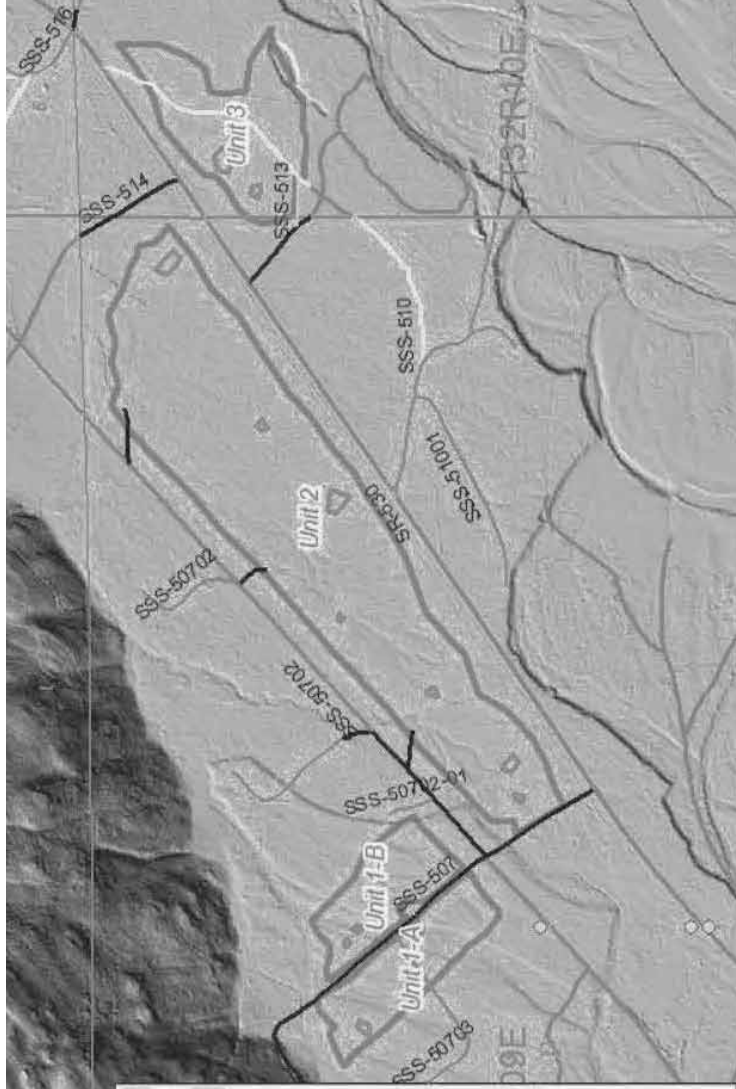


# Darrington Flats VDT Traverse Maps



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	DarringtonFlats_Skips

0 270 540 1,080 Feet



ats\_Unit\_3\_SNAGS

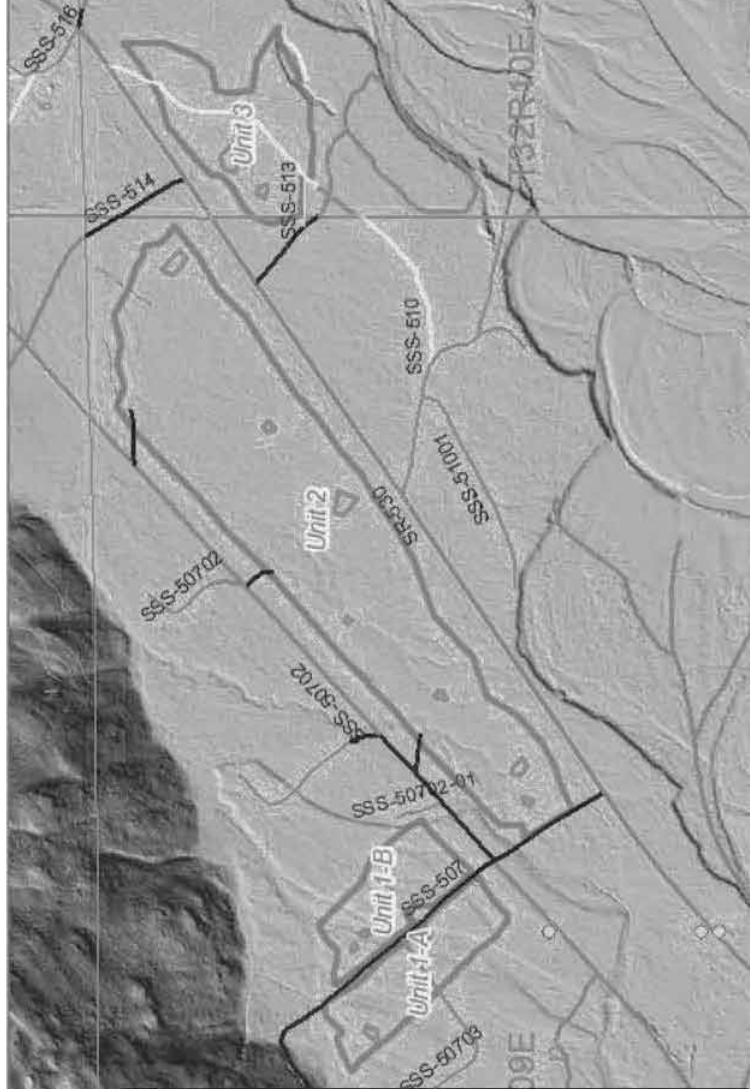
darrington\_flats

Table

FID	Shape*	Id	Unit_Name	Hab_Class	Acreage
1	Polygon	0	Unit 1-A	Disp	9.6
2	Polygon	0	Unit 1-B	Disp	8
3	Polygon	0	Unit 2	Next-Best	60.9
4	Polygon	0	Unit 3	Next-Best	14.4

Navigation: 1 | (0 out of 4 Selected)

Layers: darrington\_flats | DarringtonFlats\_Skips



Table

DarringtonFlats\_9 Select By Attributes

FID	Shape *	Id	Acres	Name
0	Polygon	1	0.09	
1	Polygon	1	0.05	
2	Polygon	1	0.02	
3	Polygon	1	0.04	
4	Polygon	2	0.04	
5	Polygon	2	0.12	
6	Polygon	2	0.04	
7	Polygon	2	0.02	
8	Polygon	2	0.23	
9	Polygon	2	0.05	
12	Polygon	2	0.23	
10	Polygon	3	0.07	
11	Polygon	3	0.24	

1 (0 out of 13 Selected)

DarringtonFlats\_Skip3

## Timber Sale Cruise Report Darrington Flats - NW

**Sale Name:** DARRINGTON FLATS

**Sale Type:** MBF SCALE

**Region:** NORTHWEST

**District:** CLEAR LAKE

**Lead Cruiser:** Matt Llobet

Darrington Flats is a three unit timber sale located North of Darrington off HW530. The sale ranges from 480 feet to 520 feet in elevation and has excellent road access to all three units.

All VDT units were cruised using a 54.4 BAF. The right of way unit was cruised using a 40.0 BAF. The smallest merchantable tree cruised throughout the sale had a DBH of 7.0 inches and 5.0 inches at 16 feet.

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

My total net cruise volume for Darrington Flats is 1,129 MBF. Most of the sale contains uniformly stocked Douglas-fir and Western Hemlock in the medium-large diameter range. My plots were generated in GIS and located in the field using Avenza Maps. Bole height was measured with a laser or Relaskop and taken to a 6" top or break point (40% of diameter at 16 feet). Trees were segmented into common westside log lengths and defect was accounted for within each tree cruised.

The stand characteristics throughout Darrington Flats showed a uniform timber type with an open understory. Topography is flat with gentle gradient throughout - making for productive operator ground. Darrington Flats cruised out at 13mbf per acre of sawlog volume and all live timber showed excellent form. Douglas fir poles were consistent throughout the sale amounting to 277mbf. Also scattered throughout the sale was HQ B+ Douglas fir, primarily observed in the first segment, amounting to 56mbf.

The right of way volume associated with Darrington Flats is fully timbered new construction. old road grade. The right of way units cruised out at 11 mbf per acre of sawlog volume.

Approximately 100% of the sale is ground base harvest. All three units consist of an open understory with flat terrain.

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	20.0	9.2		1,129	634	451	43	2
WH	9.2			0			0	
ALL	19.9	9.2		1,129	634	451	43	2

### Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	8,231	4,402	3,409	405	16

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
WH	2			2	
ALL	8,233	4,402	3,409	406	16

### 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 (%)
231.8	5.6	169.2	2.8	39,529	6.2

### Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
DARRINGTON FLATS 1A	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	8.3	8.8	7	7	0
DARRINGTON FLATS 1B	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	7.9	8.0	10	10	0
DARRINGTON FLATS 2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	59.6	60.0	29	14	0
DARRINGTON FLATS 3	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	13.3	14.4	12	12	0
DARRINGTON FLATS ROW	FX: FR plots (20 tree / acre expansion)	0.3	0.3	2	2	0
DARRINGTON FLATS 1A RMZ	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	0.9	0.9	2	2	0
All		90.3	92.3	62	47	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	14.5	40	6,415	6,407	0.1	4,035.0	578.6
DF	LIVE	2 SAW	HQ-A	14.6	35	213	213	0.0	120.2	19.2
DF	LIVE	2 SAW	HQ-B	15.8	40	398	398	0.0	246.5	36.0
DF	LIVE	3 SAW	Domestic	9.3	37	5,014	4,988	0.5	3,408.9	450.4
DF	LIVE	4 SAW	Domestic	6.8	25	474	474	0.0	404.8	42.8
DF	LIVE	CULL	Cull	12.4	11	171	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	6.4	14	19	19	0.0	15.5	1.7
WH	LIVE	4 SAW	Domestic	6.0	24	2	2	0.0	1.5	0.2



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

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	6.4	14	19	0.0	15.5	1.7
DF	5 - 7	LIVE	Cull	6.7	13	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	6.9	29	1,200	0.0	962.5	108.3
DF	8 - 11	LIVE	Domestic	10.3	38	4,263	0.6	2,851.3	384.9
DF	12 - 15	LIVE	HQ-A	13.7	34	108	0.0	64.0	9.8
DF	12 - 15	LIVE	Domestic	14.2	40	5,307	0.2	3,381.3	479.2
DF	12 - 15	LIVE	HQ-B	15.5	40	398	0.0	246.5	36.0
DF	16 - 19	LIVE	Domestic	16.5	40	1,044	0.0	623.8	94.3
DF	16 - 19	LIVE	Cull	16.9	18	0	100.0	0.0	0.0
DF	16 - 19	LIVE	HQ-A	17.4	40	105	0.0	56.2	9.5
DF	20+	LIVE	Domestic	22.3	40	55	0.0	29.9	5.0
WH	5 - 7	LIVE	Domestic	6.0	24	2	0.0	1.5	0.2

## Cruise Unit Report DARRINGTON FLATS 1A

### Unit Sale Notice Volume (MBF): DARRINGTON FLATS 1A

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	22.1			69	48	19	2
ALL	22.1			69	48	19	2

### Unit Cruise Design: DARRINGTON FLATS 1A

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	8.3	8.8	7	7	0

### Unit Cruise Summary: DARRINGTON FLATS 1A

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC		1	0.1	0
DF	5	36	5.1	1
ALL	5	37	5.3	1

### Unit Cruise Statistics (Cut + Leave Trees): DARRINGTON FLATS 1A

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 (%)
RC	7.8	264.6	100.0						
DF	280.0	42.6	16.1	214.2	12.3	5.5	59,961	44.4	17.0
ALL	287.8	44.7	16.9	214.2	12.3	5.5	61,627	46.3	17.8

### Unit Summary: DARRINGTON FLATS 1A

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	3	ALL	23.1	111	142	5,010	4,997	0.3	8.0	23.3	4.9	41.5
DF	LIVE	POLE	2	ALL	20.8	109	140	3,340	3,331	0.3	6.6	15.6	3.4	27.6
DF	LIVE	LEA	29	ALL	21.0	97	124	51,771	51,633	0.3	100.2	241.1	52.6	428.6
RC	LIVE	LEA	1	ALL	15.0	58	73				6.3	7.8	2.0	
ALL	LIVE	POLE	2	ALL	20.8	109	140	3,340	3,331	0.3	6.6	15.6	3.4	27.6
ALL	LIVE	CUT	3	ALL	23.1	111	142	5,010	4,997	0.3	8.0	23.3	4.9	41.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	LEA	30	ALL	20.7	94	121	51,771	51,633	0.3	106.5	248.9	54.6	428.6
ALL	ALL	ALL	35	ALL	20.9	96	123	60,121	59,961	0.3	121.1	287.8	62.9	497.7

## Cruise Unit Report DARRINGTON FLATS 1B

### Unit Sale Notice Volume (MBF): DARRINGTON FLATS 1B

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	21.2	9.0		88	60	26	2
ALL	21.2	9.0		88	60	26	2

### Unit Cruise Design: DARRINGTON FLATS 1B

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	7.9	8.0	10	10	0

### Unit Cruise Summary: DARRINGTON FLATS 1B

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC		6	0.6	0
WH		6	0.6	0
DF	12	36	3.6	2
ALL	12	48	4.8	2

### Unit Cruise Statistics (Cut + Leave Trees): DARRINGTON FLATS 1B

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 (%)
RC	32.7	116.5	36.9						
WH	32.7	140.5	44.4						
DF	196.0	45.7	14.5	169.7	22.3	6.4	33,263	50.9	15.8
ALL	261.3	25.6	8.1	169.7	22.3	6.4	44,350	34.0	10.3

### Unit Summary: DARRINGTON FLATS 1B

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	21.1	98	125	5,853	5,544	5.3	13.5	32.7	7.1	43.8
DF	LIVE	POLE	6	ALL	21.3	98	126	5,853	5,544	5.3	13.2	32.7	7.1	43.8
DF	LIVE	LEA	24	ALL	21.1	91	118	23,414	22,175	5.3	53.8	130.7	28.4	175.2
RC	LIVE	LEA	6	ALL	14.3	44	58				29.3	32.7	8.6	

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	LEA	6	ALL	18.0	67	83				18.5	32.7	7.7	
ALL	LIVE	LEA	36	ALL	18.8	73	95	23,414	22,175	5.3	101.6	196.0	44.8	175.2
ALL	LIVE	CUT	6	ALL	21.1	98	125	5,853	5,544	5.3	13.5	32.7	7.1	43.8
ALL	LIVE	POLE	6	ALL	21.3	98	126	5,853	5,544	5.3	13.2	32.7	7.1	43.8
ALL	ALL	ALL	48	ALL	19.3	78	101	35,121	33,263	5.3	128.3	261.3	59.0	262.8

## Cruise Unit Report DARRINGTON FLATS 2

### Unit Sale Notice Volume (MBF): DARRINGTON FLATS 2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	19.8	9.0		777	424	319	31	2
ALL	19.8	9.0		777	424	319	31	2

### Unit Cruise Design: DARRINGTON FLATS 2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	59.6	60.0	29	14	0

### Unit Cruise Summary: DARRINGTON FLATS 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
MA		2	0.1	0
RC		3	0.1	0
WH		3	0.1	0
BC		3	0.1	0
DF	19	108	3.7	1
ALL	19	119	4.1	1

### Unit Cruise Statistics (Cut + Leave Trees): DARRINGTON FLATS 2

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 (%)
MA	3.8	373.9	69.4						
RC	5.6	299.6	55.6						
WH	5.6	299.6	55.6						
BC	5.6	299.6	55.6						
DF	202.7	49.1	9.1	165.3	17.8	4.1	33,506	52.3	10.0
ALL	223.4	41.4	7.7	165.3	17.8	4.1	36,919	45.0	8.7

**Unit Summary: DARRINGTON FLATS 2**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	LEA	2	ALL	29.5	90	113				1.2	5.6	1.0	
DF	LIVE	CUT	14	ALL	19.8	92	117	10,724	10,548	1.6	29.9	63.8	14.3	628.7
DF	LIVE	POLE	5	ALL	19.2	88	112	2,523	2,482	1.6	7.5	15.0	3.4	147.9
DF	LIVE	LEA	34	ALL	21.9	90	115	20,818	20,476	1.6	47.4	123.9	26.5	1,220.4
MA	LIVE	LEA	2	ALL	21.3	70	84				1.5	3.8	0.8	
RC	LIVE	LEA	1	ALL	13.8	70	89				5.4	5.6	1.5	
WH	LIVE	LEA	3	ALL	18.0	84	105				3.2	5.6	1.3	
ALL	LIVE	POLE	5	ALL	19.2	88	112	2,523	2,482	1.6	7.5	15.0	3.4	147.9
ALL	LIVE	LEA	42	ALL	21.3	87	111	20,818	20,476	1.6	58.7	144.5	31.2	1,220.4
ALL	LIVE	CUT	14	ALL	19.8	92	117	10,724	10,548	1.6	29.9	63.8	14.3	628.7
ALL	ALL	ALL	61	ALL	20.7	89	113	34,066	33,506	1.6	96.1	223.4	48.9	1,997.0

## Cruise Unit Report DARRINGTON FLATS 3

### Unit Sale Notice Volume (MBF): DARRINGTON FLATS 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	19.0	10.0		181	90	84	7
ALL	19.0	10.0		181	90	84	7

### Unit Cruise Design: DARRINGTON FLATS 3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	13.3	14.4	12	12	0

### Unit Cruise Summary: DARRINGTON FLATS 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
BC		2	0.2	0
RC		3	0.3	0
WH		3	0.3	0
DF	18	39	3.3	2
ALL	18	47	3.9	2

### Unit Cruise Statistics (Cut + Leave Trees): DARRINGTON FLATS 3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
BC	9.1	233.5	67.4						
RC	13.6	180.9	52.2						
WH	13.6	180.9	52.2						
DF	176.9	51.0	14.7	157.5	15.1	3.6	27,862	53.2	15.2
ALL	213.2	39.9	11.5	157.5	15.1	3.6	33,577	42.7	12.1

### Unit Summary: DARRINGTON FLATS 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	LEA	2	ALL	12.9	62	75				10.0	9.1	2.5	
DF	LIVE	CUT	12	ALL	20.0	89	112	9,312	9,287	0.3	27.0	59.0	13.2	123.5



Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	POLE	6	ALL	17.7	87	110	4,298	4,286	0.3	15.9	27.2	6.5	57.0
DF	LIVE	LEA	20	ALL	16.7	65	88	14,326	14,288	0.3	59.7	90.7	22.2	190.0
RC	LIVE	LEA	3	ALL	17.2	56	69				8.4	13.6	3.3	
WH	LIVE	LEA	3	ALL	20.4	86	108				6.0	13.6	3.0	
ALL	LIVE	POLE	6	ALL	17.7	87	110	4,298	4,286	0.3	15.9	27.2	6.5	57.0
ALL	LIVE	LEA	28	ALL	16.6	65	86	14,326	14,288	0.3	84.1	127.0	31.0	190.0
ALL	LIVE	CUT	12	ALL	20.0	89	112	9,312	9,287	0.3	27.0	59.0	13.2	123.5
ALL	ALL	ALL	46	ALL	17.5	73	94	27,937	27,862	0.3	127.0	213.2	50.7	370.6

## Cruise Unit Report DARRINGTON FLATS ROW

### Unit Sale Notice Volume (MBF): DARRINGTON FLATS ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	22.9	9.0		10	9	1	0
WH	9.2			0			0
ALL	20.7	9.0		11	9	1	1

### Unit Cruise Design: DARRINGTON FLATS ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	0.3	0.3	2	2	0

### Unit Cruise Summary: DARRINGTON FLATS ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	4	7	3.5	1
WH	1	2	1.0	0
ALL	5	9	4.5	1

### Unit Cruise Statistics (Cut + Leave Trees): DARRINGTON FLATS ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	200.6	113.1	80.0	171.6	16.2	8.1	34,430	114.2	80.4
WH	9.2	141.4	100.0	65.0	0.0	0.0	600	141.4	100.0
ALL	209.9	114.3	80.8	166.9	27.9	12.5	35,030	117.7	81.8

### Unit Summary: DARRINGTON FLATS ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	22.9	83	110	34,430	34,430	0.0	70.2	200.6	41.9	10.3
WH	LIVE	CUT	1	ALL	9.2	30	44	600	600	0.0	20.0	9.2	3.0	0.2
ALL	LIVE	CUT	5	ALL	20.7	71	95	35,030	35,030	0.0	90.2	209.9	45.0	10.5
ALL	ALL	ALL	5	ALL	20.7	71	95	35,030	35,030	0.0	90.2	209.9	45.0	10.5

## Cruise Unit Report DARRINGTON FLATS 1A RMZ

### Unit Sale Notice Volume (MBF): DARRINGTON FLATS 1A RMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	22.8			5	3	1	0
ALL	22.8			5	3	1	0

### Unit Cruise Design: DARRINGTON FLATS 1A RMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	0.9	0.9	2	2	0

### Unit Cruise Summary: DARRINGTON FLATS 1A RMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	1	11	5.5	0
ALL	1	11	5.5	0

### Unit Cruise Statistics (Cut + Leave Trees): DARRINGTON FLATS 1A RMZ

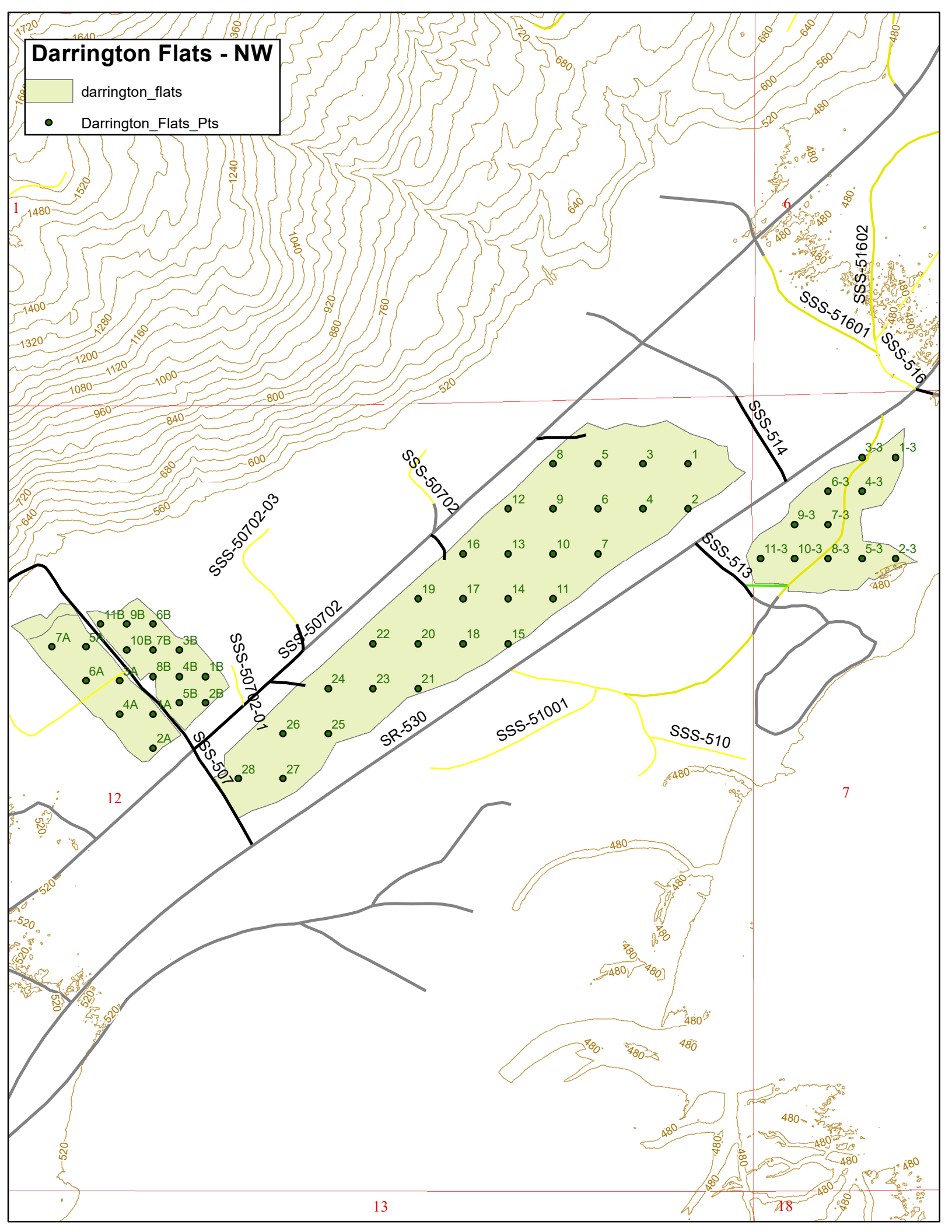
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	299.4	12.9	9.1	186.2	0.0	0.0	55,757	12.9	9.1
ALL	299.4	12.9	9.1	186.2	0.0	0.0	55,757	12.9	9.1

### Unit Summary: DARRINGTON FLATS 1A RMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	22.8	96	122	5,069	5,069	0.0	9.6	27.2	5.7	4.6
DF	LIVE	LEA	8	ALL	21.0	98	125	50,688	50,688	0.0	113.2	272.2	59.4	45.6
ALL	LIVE	LEA	8	ALL	21.0	98	125	50,688	50,688	0.0	113.2	272.2	59.4	45.6
ALL	LIVE	CUT	1	ALL	22.8	96	122	5,069	5,069	0.0	9.6	27.2	5.7	4.6
ALL	ALL	ALL	9	ALL	21.1	98	125	55,757	55,757	0.0	122.8	299.4	65.1	50.2

# Darrington Flats - NW

- darrington\_flats
- Darrington\_Flats\_Pts





Forest Practices Application/Notification
Notice of Decision

FPA/N No: 2819054
Effective Date: 7/18/2023
Expiration Date: 7/18/2026
Shut Down Zone: 656/658
EARR Tax Credit: [X] Eligible [ ] Non-eligible
Reference: Darrington Flats VDT

Decision

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

FPA/N Classification

- [ ] Class II [X] Class III [ ] Class IVG [ ] Class IVS

Number of Years Granted on Multi-Year Request

- [ ] 4 years [ ] 5 years

Conditions on Approval/Reasons for Disapproval

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

No timing limitations apply.

Condition(s) required for approval/disapproval:

No additional conditions apply.

Issued By: Megan Pike

Region: Northwest Region

Title: Resource Protection Forester

Date: 7/18/2023

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

Issued in person: [X] LO [X] TO [X] OP By: [Signature] Date: 7/18/2023

**Appeal Information**

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

**You must file your appeal at all three addresses below:**

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

Information regarding the Pollution Control Hearings Board can be found at: <https://eluhu.wa.gov/content/11>

**Other Applicable Laws**

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

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

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

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

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

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

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

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

**DNR Declaration of Mailing**

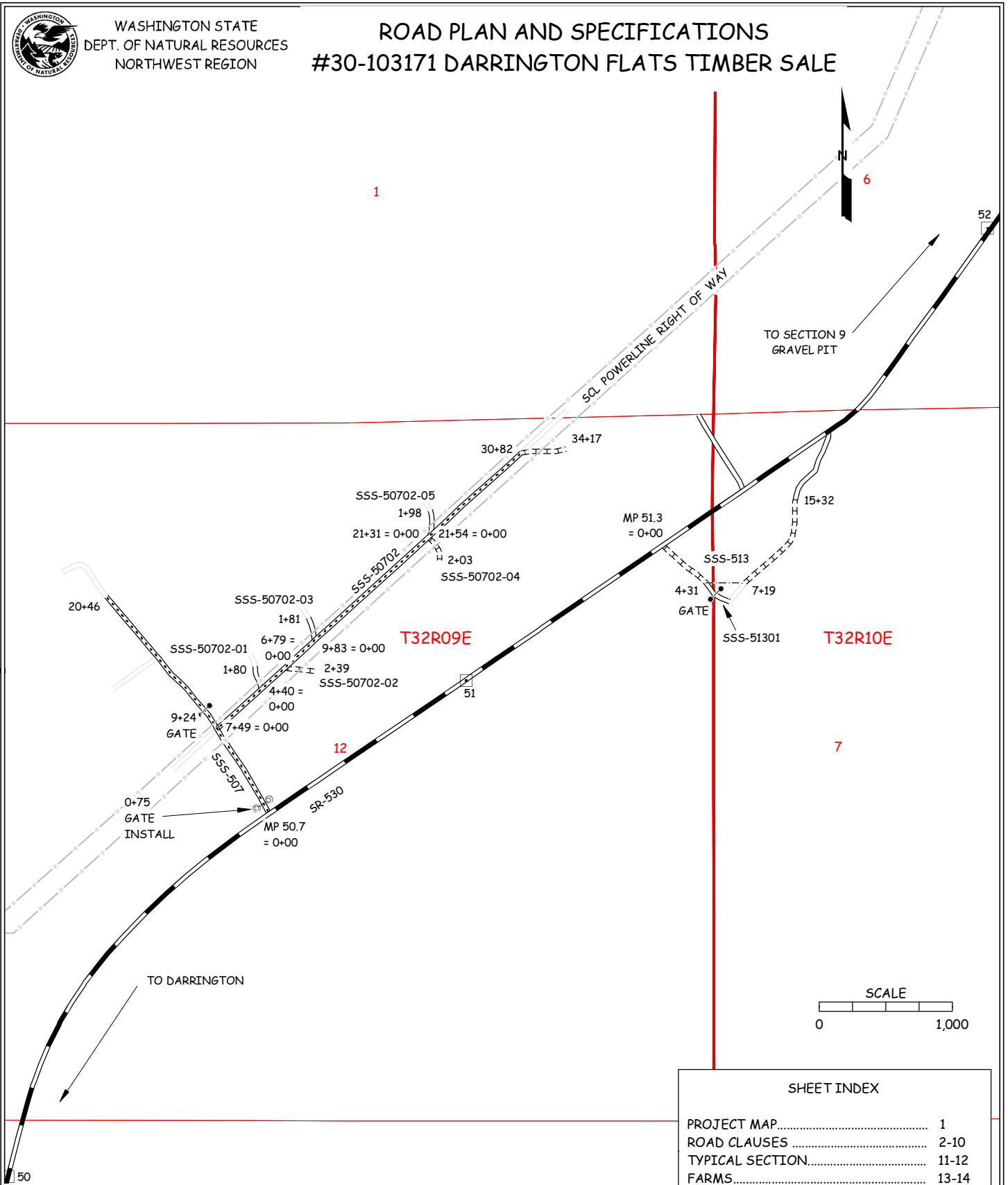
I Choose an item, caused the Notice of Decision for FPA/N No. Enter FPA/N No. To be placed in the United States mail at **Sedro-Woolley, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

<hr/>	Sedro-Woolley, WA	<hr/>
(Date)	(City & State where signed)	(Signature)



# ROAD PLAN AND SPECIFICATIONS

## #30-103171 DARRINGTON FLATS TIMBER SALE



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

SHEET INDEX	
PROJECT MAP.....	1
ROAD CLAUSES .....	2-10
TYPICAL SECTION.....	11-12
FARMS.....	13-14
SPECIAL DETAILS.....	15-17
PIT VICINITY MAP.....	18

DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
D. SYMMANK	ZYLSTRA 2/22/2023	ZYLSTRA 2/22/2023	11/12/2022	1 OF 18

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

DARRINGTON FLATS TIMBER SALE ROAD PLAN  
SNOHOMISH COUNTY  
CLEARLAKE DISTRICT  
NORTHWEST REGION

AGREEMENT NO.: 30-103171

STAFF ENGINEER: D SYMMANK

DATE: NOVEMBER 12, 2022

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>
SSS-507	0+00 to 20+46	PRE-HAUL MAINTENANCE
SSS-50702	0+00 to 30+82	PRE-HAUL MAINTENANCE

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
SSS-50702	30+82 to 34+17	RECONSTRUCTION
SSS-50702-02	0+00 to 2+39	RECONSTRUCTION
SSS-50702-04	0+00 to 2+03	RECONSTRUCTION
SSS-513	0+00 to 4+31	RECONSTRUCTION
SSS-513	4+31 to 7+19	CONSTRUCTION
SSS-513	7+19 to 15+32	RECONSTRUCTION

**0-4 CONSTRUCTION**

Construction includes, but is not limited to clearing, grubbing, excavation to sub-grade, and optional application of gravel ballast.



**0-5 RECONSTRUCTION**

Reconstruction includes, but is not limited to blading, shaping, landing and turnout construction, and optional application of gravel ballast.

**0-6 PRE-HAUL MAINTENANCE**

Pre-haul maintenance includes, but is not limited to blading and shaping the road surface.

**0-7 POST-HAUL MAINTENANCE**

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

**0-10 ABANDONMENT**

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

**0-13 STRUCTURES**

Purchaser shall install a gate. Requirements for these structures are listed in Section 7 STRUCTURES.

**SECTION 1 – GENERAL**

**1-1 ROAD PLAN CHANGES**

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

**1-2 UNFORESEEN CONDITIONS**

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

**1-3 ROAD DIMENSIONS**

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

**1-4 ROAD TOLERANCES**

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

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

**1-6 ORDER OF PRECEDENCE**

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

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

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

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

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

**1-18 REFERENCE POINT DAMAGE**

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

**1-21 HAUL APPROVAL**

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

### **1-30 CLOSURE TO PREVENT DAMAGE**

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

- Wheel track rutting exceeds 4 inches.
- 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 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.

### **1-33 SNOW PLOWING RESTRICTION**

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

### **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.

**1-43 ROAD WORK AROUND UTILITIES**

Road work is in close proximity to a utility. Known utilities are listed, but it is the Purchaser’s responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including “call before you dig”, and liabilities associated with the utilities and their rights-of-way.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
SSS-50702	0+00 to 34+17	Seattle City Light	Local SCL contacts: Steve Barnard – (206) 718-4290 Joe Aldridge – (206) 561-7620
SSS-50702-01	0+00 to 1+80		
SSS-50702-02	0+00 to 2+39		
SSS-50702-03	0+00 to 1+81		
SSS-50702-04	0+00 to 2+03		
SSS-50702-05	0+00 to 1+98		
SSS-507	0+75 GATE	Snohomish PUD	<b>CALL BEFORE YOU DIG. 811</b>

SECTION 2 – MAINTENANCE

**2-1 GENERAL ROAD MAINTENANCE**

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

**2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE**

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

**2-5 MAINTENANCE GRADING – EXISTING ROAD**

On PRE-HAUL MAINTENANCE roads, Purchaser shall use a grader to shape the existing surface before hauling.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

**3-5 CLEARING**

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

**3-8 PROHIBITED DECKING AREAS**

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

- Against standing trees.

**3-20 ORGANIC DEBRIS DEFINITION**

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

**3-23 PROHIBITED DISPOSAL AREAS**

Purchaser shall not place organic debris in the following areas:

- Against standing timber.

**3-25 SCATTERING ORGANIC DEBRIS**

Purchaser shall scatter organic debris outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

SECTION 4 – EXCAVATION

**4-21 TURNOUTS**

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

**4-55 ROAD SHAPING**

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

**4-61 SUBGRADE COMPACTION**

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

**4-63 EXISTING SURFACE COMPACTION**

Purchaser shall compact maintained road surfaces by routing equipment over the entire width.

SECTION 6 – ROCK AND SURFACING

**6-2 ROCK SOURCE ON STATE LAND**

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Section 9 Gravel Pit	SR-ML MP 1.7	Optional pit run rock

**6-5 ROCK FROM COMMERCIAL SOURCE**

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

**6-12 ROCK SOURCE SPECIFICATIONS**

Rock sources must be in accordance with the following specifications:

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

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

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

Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.

- All vehicle access to the top of the pit faces must be blocked.

**6-23 ROCK GRADATION TYPES**

If Purchaser elects to use rock, Purchaser shall provide rock in accordance with the types and amounts listed in the TYPICAL SECTION and MATERIALS LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

**6-41 PIT RUN ROCK**

Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash.

SECTION 7 – STRUCTURES

**7-70 GATE CLOSURE**

On the following road, Purchaser shall keep gates closed and locked except during periods of haul. All gates must be closed at termination of use.

<u>Road</u>	<u>Station</u>
SSS-507	0+75
SSS-507	9+24

**7-76 GATE INSTALLATION**

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

<u>Road</u>	<u>Station</u>	<u>Type</u>	<u>Provided by</u>
SSS-507	0+75	Steel Gate	State and SCL

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

The gate and lock box must be installed plumb and aligned to ensure all mating components match with precision. Each post must be filled with concrete and set in a minimum of 4 cubic yards of poured-in-place concrete. The Contract Administrator will provide Purchaser with a padlock.

Purchaser shall provide and place 30 cubic yards of rip rap 30 cubic yards of stumps to prevent vehicles driving around the gate.

**7-77 GATE SUPPLIED BY STATE**

A gate swing arm with lock box (existing blue gate) is located at Station 1+32 of the SSS-51301 road. Gate posts are located at the Northwest Region Headquarters. After arranging with the Contract Administrator, Purchaser shall transport the gate and lock box to the installation site.

The gate swing arm shall be modified in accordance to the GATE TONGUE MODIFICATION DETAIL.

**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.

**9-21 ROAD ABANDONMENT**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
SSS-50702	30+82 to 34+17	HEAVY ABANDONMENT
TRUCK TRAILS	34+00 SEE ATTACHED MAP	HEAVY ABANDONMENT
SSS-50702-01	0+00 to 1+80	HEAVY ABANDONMENT
SSS-50702-02	0+00 to 2+39	HEAVY ABANDONMENT
SSS-50702-03	0+00 to 1+81	HEAVY ABANDONMENT
SSS-50702-04	0+00 to 2+03	HEAVY ABANDONMENT
SSS-50702-05	0+00 to 1+98	HEAVY ABANDONMENT
SSS-513	0+00 to 15+32	ABANDONMENT

**9-22 ABANDONMENT**

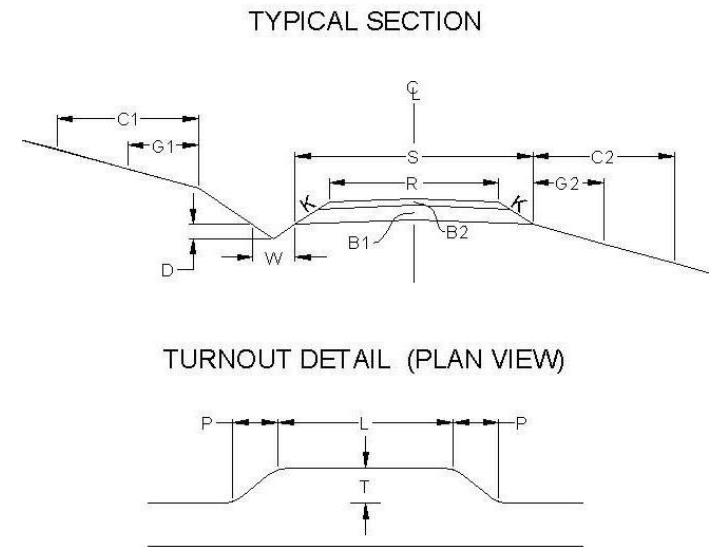
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Previous ecology blocks and rip rap may be used in conjunction with or in place of woody debris to accomplish blocking objective.
- Scatter woody debris (logs, stumps, root wads, etc.) along the entire road surface.

**9-24 HEAVY ABANDONMENT**

- With excavator, rip and dig up the road surface to a minimum depth of 18 inches creating sharp holes and hummocks along the entire road surface.
- Scatter woody debris (logs, stumps, root wads, etc.) onto heavy abandoned road surfaces.



ROAD #		SSS-507	SSS-50702	SSS-50702	SSS-50702-02
REQUIRED / OPTIONAL		Required	Required	Optional	Optional
CONSTRUCT / RECONSTRUCT		Pre-Haul	Pre-Haul	Reconstruction	Reconstruction
TOLERANCE CLASS (A/B/C)		C	C	C	C
STATION / MP TO		0+00	0+00	30+82	0+00
STATION / MP		20+46	30+82	34+17	2+39
ROAD WIDTH	R	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3
DITCH WIDTH	W	-- <sup>2</sup>	-- <sup>2</sup>	-- <sup>2</sup>	-- <sup>2</sup>
DITCH DEPTH	D	--	--	--	--
TURNOUT LENGTH	L	50	50	25	25
TURNOUT WIDTH	T	10	10	10	10
TURNOUT TAPER	P	25	25	25	25
GRUBBING	G1	--	--	2	2
	G2	--	--	2	2
CLEARING	C1	--	--	5	5
	C2	--	--	5	5
ROCK FILLSLOPE	K:1	1½	1½	1½	1½
❖ BALLAST DEPTH	B1	--	--	-- <sup>3</sup>	-- <sup>3</sup>
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY BALLAST		--	--	--	--
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		--	--	--	--
SUBGRADE WIDTH	S	--	--	--	--
BRUSHCUT (Y/N)		N	N	N/A	N/A
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	Y	Y



### **SYMBOL NOTES**

- ❖ Specified Rock Depth is FINISHED COMPACTED DEPTH in inches.
  - Specified Rock Quantity is LOOSE MEASURE (Truck Cubic Yards) needed to accomplish specified FINISHED COMPACTED DEPTH. Rock quantities include volume for turnouts, curve widening and landings.
- 1 Previously abandoned or orphan road grade.  
2 Ditches are purchaser's choice.  
3 Native subgrade. Gravel ballast is purchaser's choice.

Rock Totals Summary

Type	Quantity (Cubic Yards)
Pit Run Gravel	Purchaser's choice

ROAD #		SSS-50702-04	SSS-513 <sup>1</sup>	SSS-513	SSS-513 <sup>1</sup>			
REQUIRED / OPTIONAL		Optional	Optional	Optional	Optional			
CONSTRUCT / RECONSTRUCT		Reconstruction	Reconstruction	Construction	Reconstruction			
TOLERANCE CLASS (A/B/C)		C	C	C	C			
STATION / MP TO		0+00	0+00	4+31	7+19			
STATION / MP		2+03	4+31	7+19	15+32			
ROAD WIDTH	R	12	12	12	12			
CROWN (INCHES @ C/L)		3	3	3	3			
DITCH WIDTH	W	-- <sup>2</sup>	-- <sup>2</sup>	-- <sup>2</sup>	-- <sup>2</sup>			
DITCH DEPTH	D	--	--	--	--			
TURNOUT LENGTH	L	25	25	25	25			
TURNOUT WIDTH	T	10	10	10	10			
TURNOUT TAPER	P	25	25	25	25			
GRUBBING	G1	2	2	2	2			
	G2	2	2	2	2			
CLEARING	C1	5	5	5	5			
	C2	5	5	5	5			
ROCK FILLSLOPE	K:1	1½	1½	1½	1½			
❖ BALLAST DEPTH	B1	-- <sup>3</sup>	-- <sup>3</sup>	-- <sup>3</sup>	-- <sup>3</sup>			
CUBIC YARDS / STATION		--	--	--	--			
➤ TOTAL CY BALLAST		--	--	--	--			
❖ SURFACING DEPTH	B2	--	--	--	--			
CUBIC YARDS / STATION		--	--	--	--			
➤ TOTAL CY SURFACING		--	--	--	--			
➤ TOTAL CUBIC YARDS		--	--	--	--			
SUBGRADE WIDTH	S	--	--	--	--			
BRUSHCUT (Y/N)		N/A	N/A	N/A	N/A			
BLADE & SHAPE (Y/N)		Y	Y	Y	Y			

## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

### Cuts and Fills

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

### Surface

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

### Drainage

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

### 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.

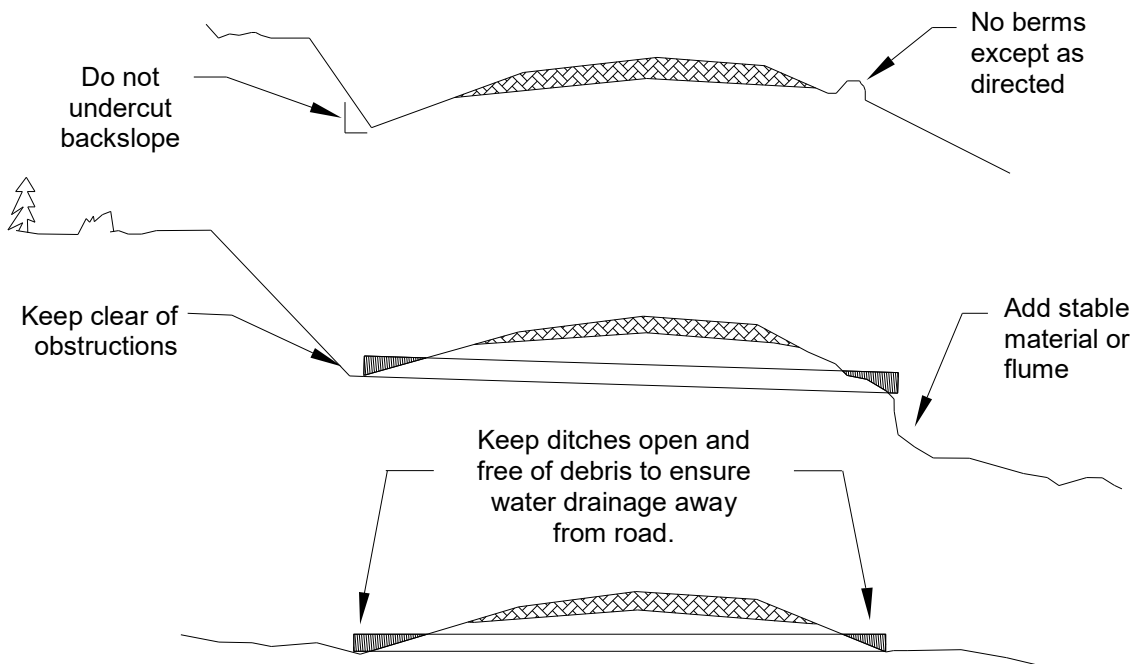
## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

### Termination of Use or End of Season

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

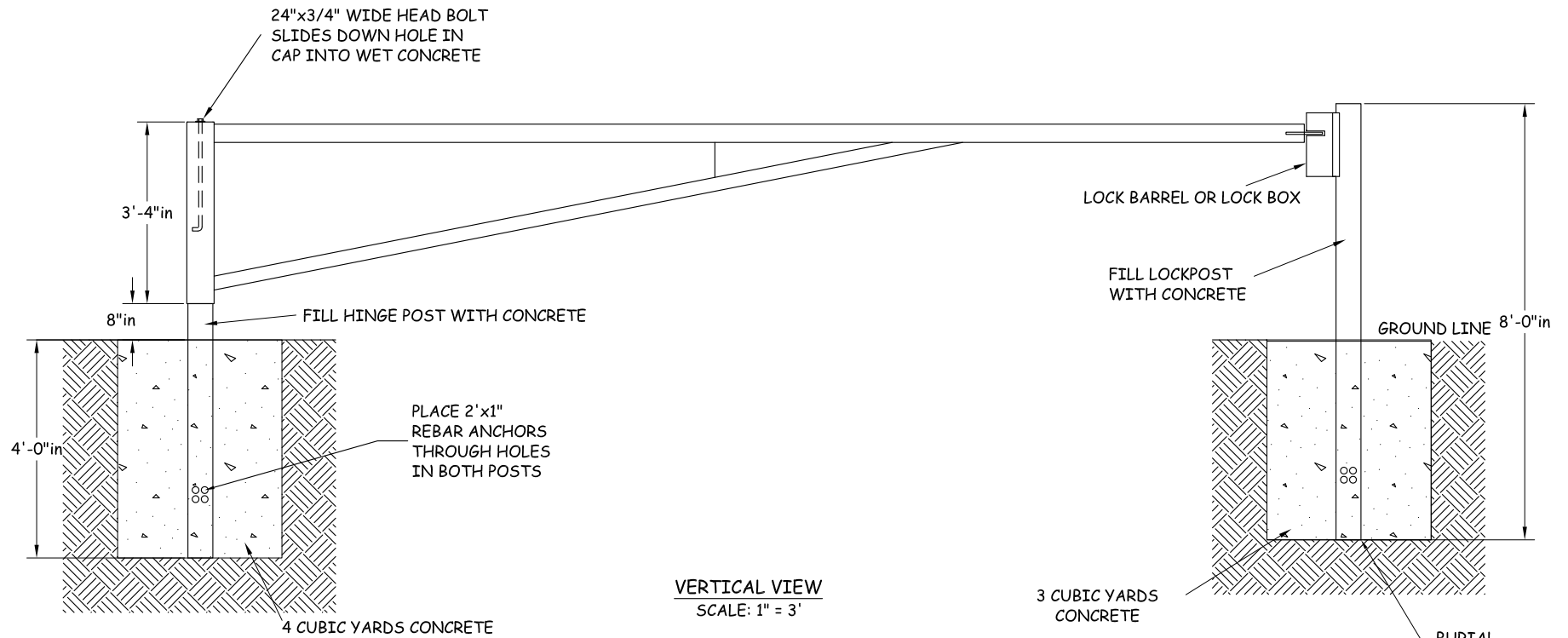
### Debris

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



# STEEL GATE INSTALLATION

SSS-507 0+75

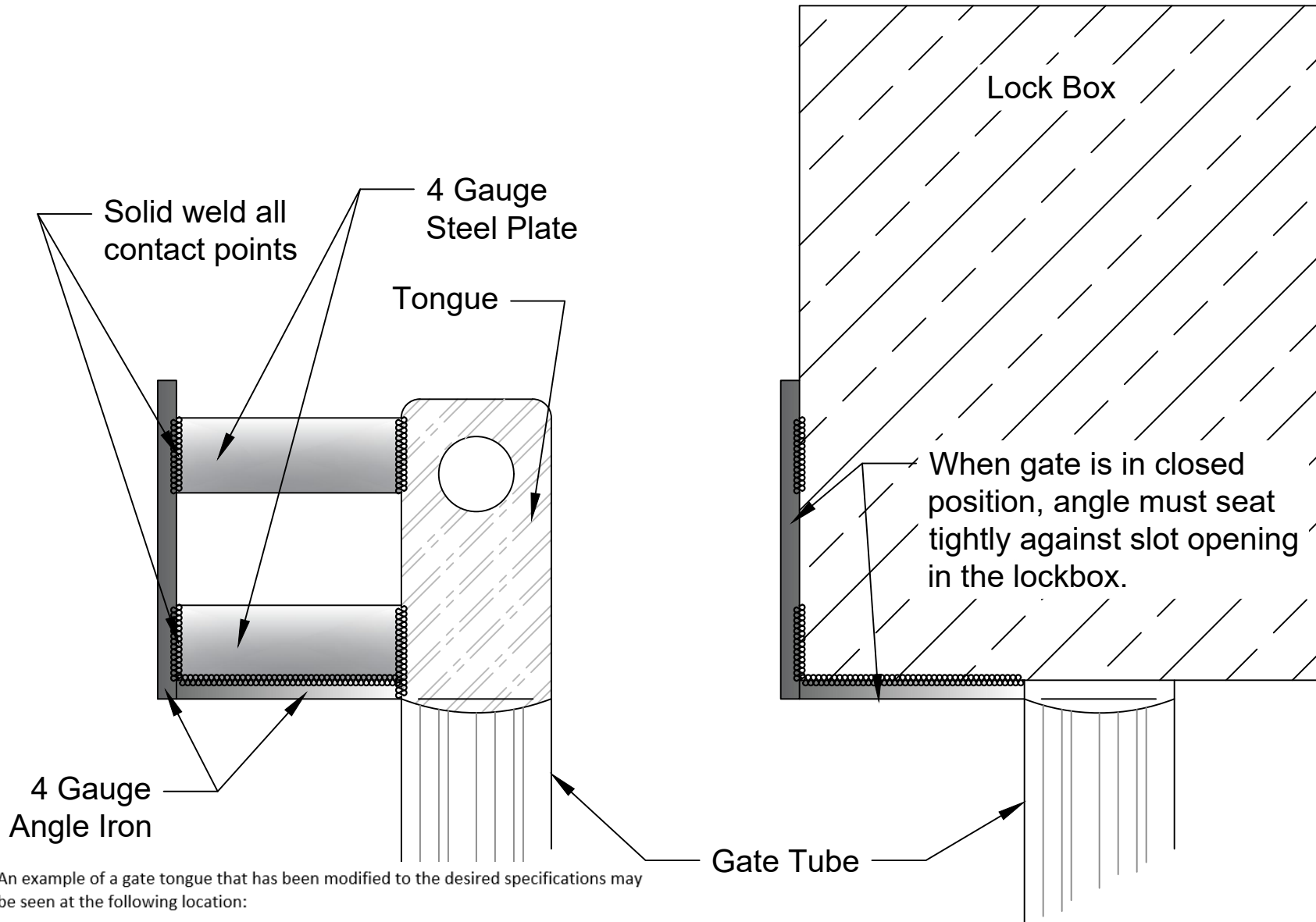


## CONSTRUCTION NOTES

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

CONTRACT #	PROJECT	SHEET
30-0103171	DARRINGTON FLATS	15 OF 18

# GATE TONGUE MODIFICATION

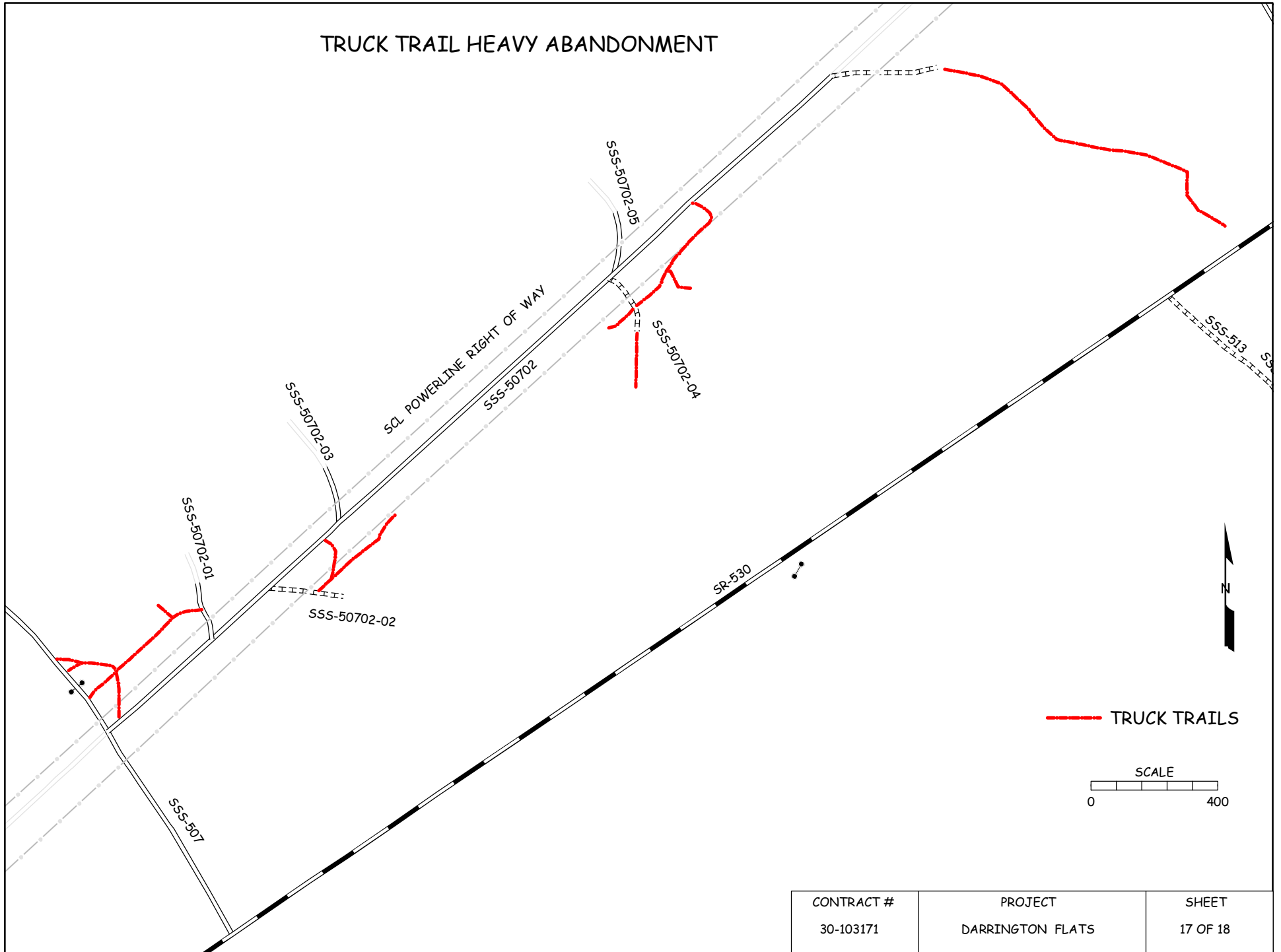


An example of a gate tongue that has been modified to the desired specifications may be seen at the following location:

Road	Station
Lake McMurray Mainline	M.P. 42.4 of State Route 9
Bear Creek Mainline	M.P. 6.5 Lake Cavanaugh Road

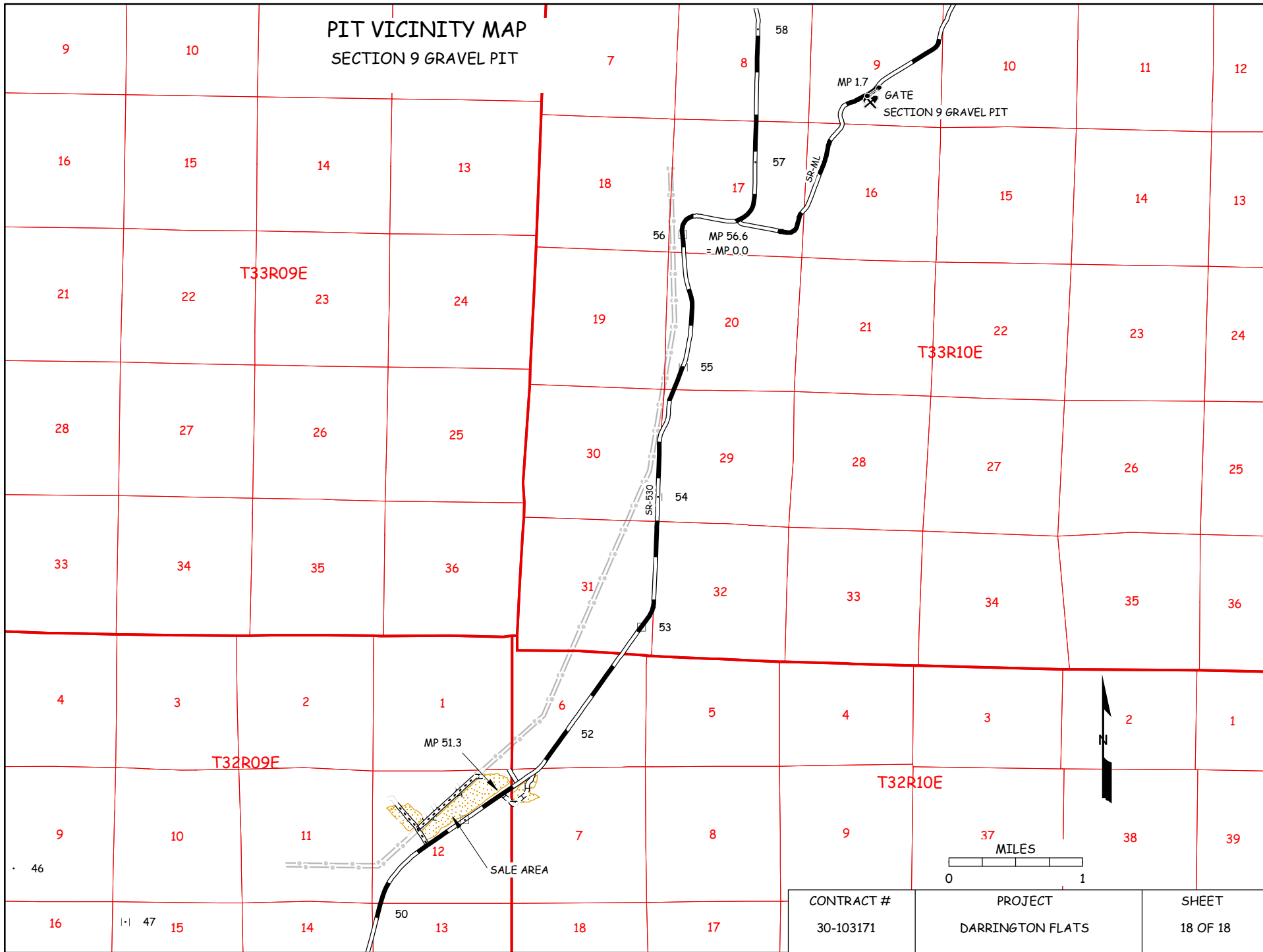
CONTRACT #	PROJECT	SHEET
30-103171	DARRINGTON FLATS	16 OF 18

# TRUCK TRAIL HEAVY ABANDONMENT



CONTRACT #	PROJECT	SHEET
30-103171	DARRINGTON FLATS	17 OF 18

PIT VICINITY MAP  
SECTION 9 GRAVEL PIT



CONTRACT # 30-103171	PROJECT DARRINGTON FLATS	SHEET 18 OF 18
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## SUMMARY - Road Development Costs

REGION: NW  
DISTRICT: Cascade

SALE/PROJECT NAME: Darrington Flats

CONTRACT #: 30-103171

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ROAD NUMBERS: SSS-513 SSS-507, SSS-50702-02, SSS- SSS-507, SSS-50702  
50702-04

ROAD STANDARD:	Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:	2+88	20+21	51+28
CLEARING & GRUBBING:	\$538	\$0	\$0
EXCAVATION AND FILL:	\$1,344	\$4,588	\$0
MISC. MAINTENANCE:	\$0	\$0	\$588
ROAD ROCK:	\$0	\$0	\$0
ROCK STOCKPILE PROD:	\$0	\$0	\$0
CULVERTS AND FLUMES:	\$0	\$0	\$0
STRUCTURES:	\$0	\$0	\$4,300
MOBILIZATION:	\$355	\$1,066	\$657
TOTAL COSTS:	\$2,236	\$5,654	\$5,545
COST PER STATION:	\$776	\$280	\$99
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$10,522	

**TOTAL (All Roads) = \$23,957**  
**SALE VOLUME MBF = 1,400**  
**TOTAL \$/MBF = \$17**

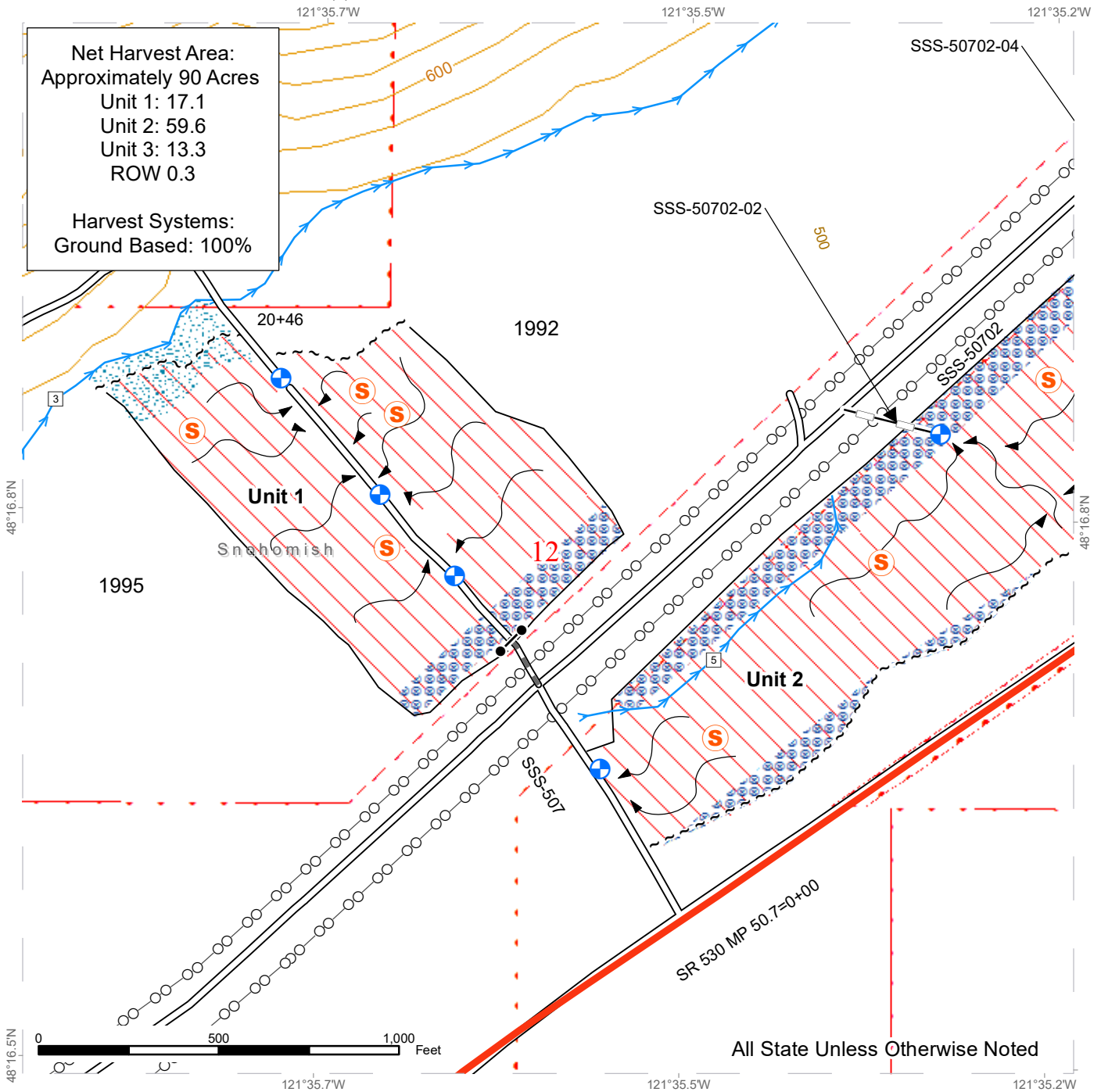
Compiled by: Symmank

Date: 01/06/23

# LOGGING PLAN MAP

**SALE NAME:** DARRINGTON FLATS  
**AGREEMENT#:** 30-103171  
**TOWNSHIP(S):** T32R10E, T32R9E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 480-520

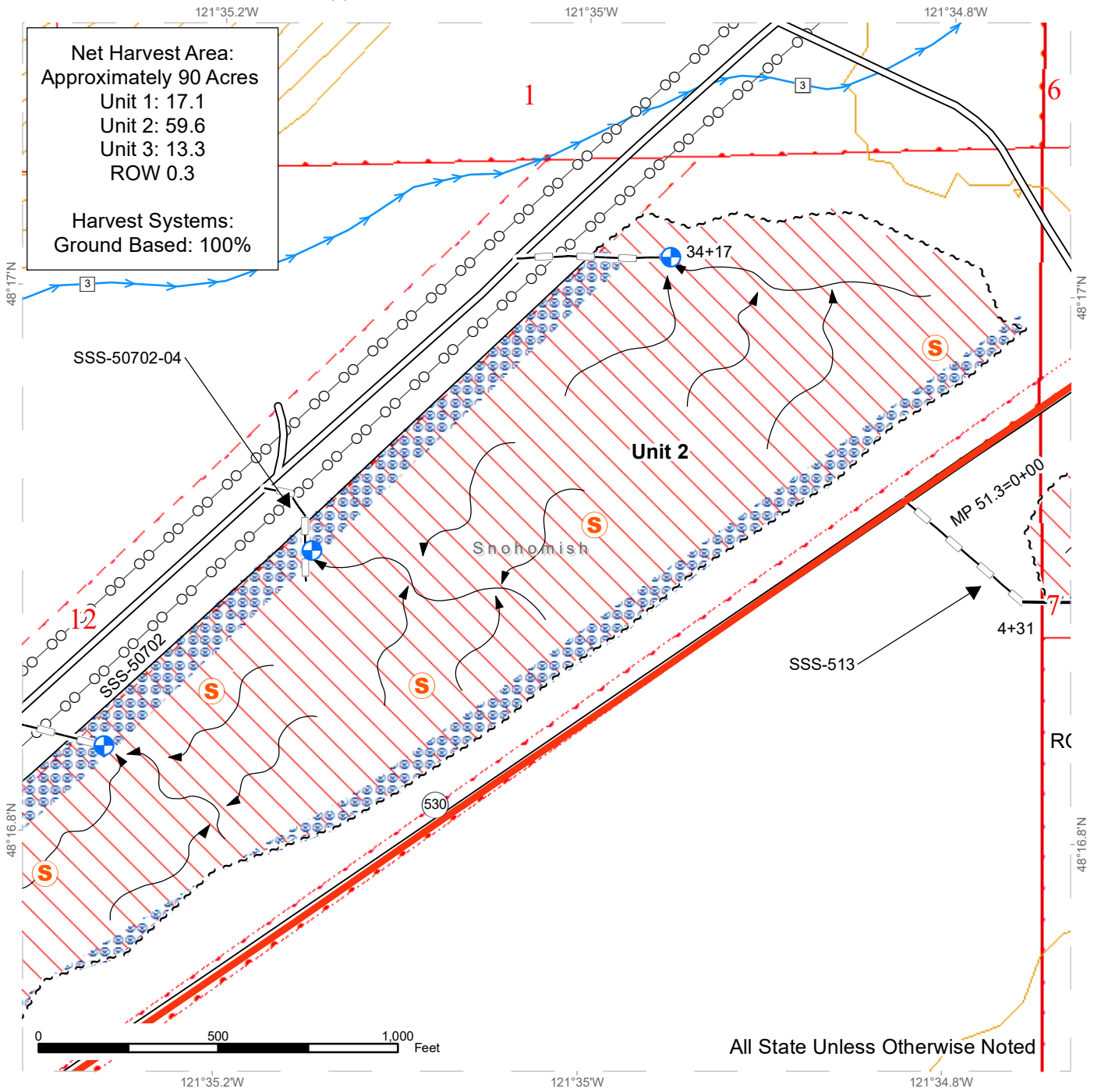


	Variable Density Thinning		Timber Type Change		Contours 40-foot
	DNR Managed Lands		Ground Harvest		Stream Type
	Public Land Survey Sections		Existing Roads		Gate (F1-3)
	Public Land Survey Townships		Required Pre-Haul Maintenance		Landing - Proposed
	Riparian Mgt Zone		Optional Reconstruction		Skip
	Hazard Abatement Area		Streams		Power Lines
	Sale Boundary Tags				

# LOGGING PLAN MAP

**SALE NAME:** DARRINGTON FLATS  
**AGREEMENT#:** 30-103171  
**TOWNSHIP(S):** T32R10E, T32R9E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 480-520



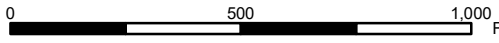
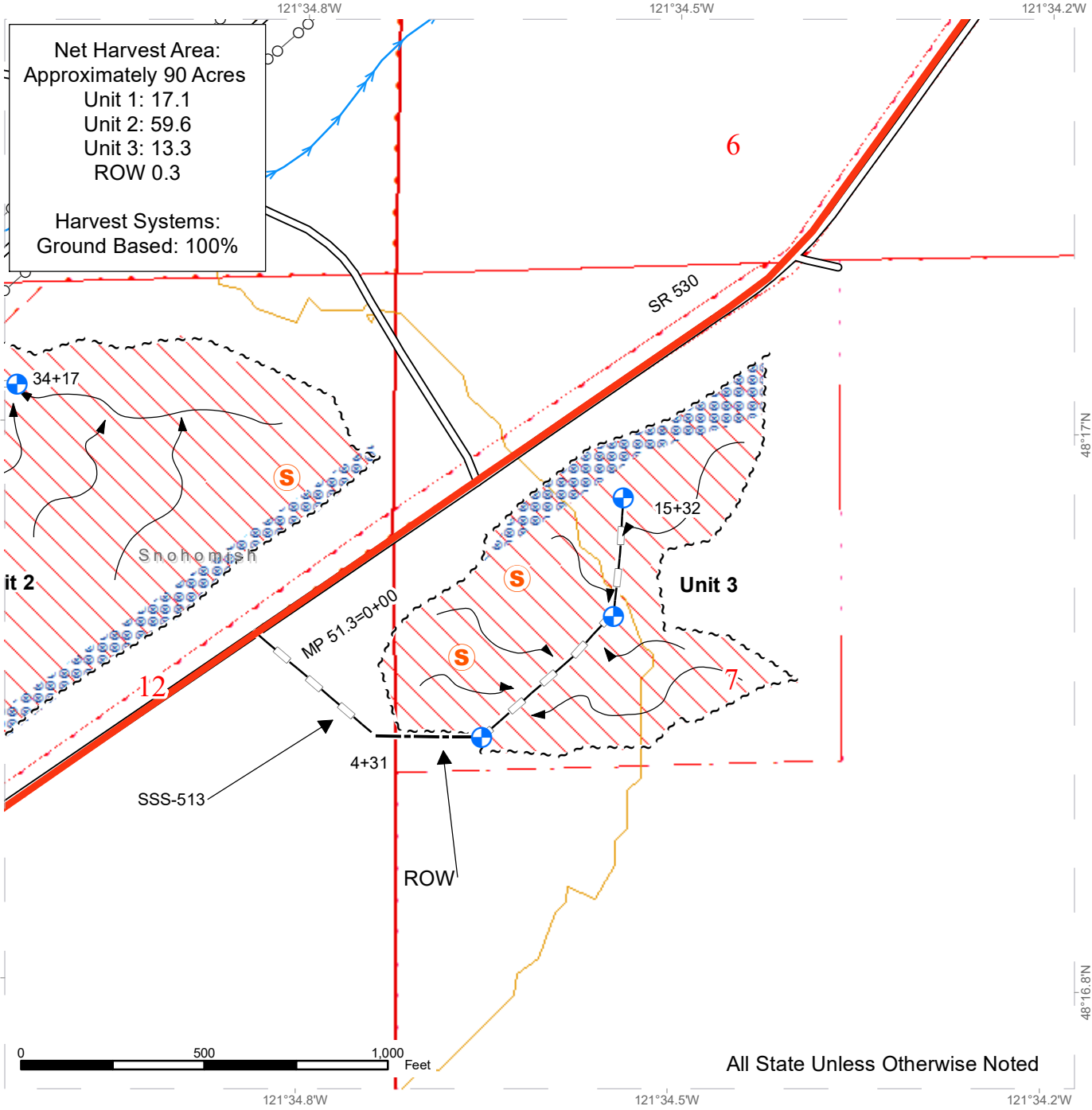
	Variable Density Thinning		Ground Harvest		Stream Type
	DNR Managed Lands		Existing Roads		Landing - Proposed
	Public Land Survey Sections		Optional Construction		Skip
	Public Land Survey Townships		Optional Reconstruction		
	Hazard Abatement Area		Streams		
	Sale Boundary Tags		Power Lines		
	Timber Type Change		Contours 40-foot		



# LOGGING PLAN MAP

**SALE NAME:** DARRINGTON FLATS  
**AGREEMENT#:** 30-103171  
**TOWNSHIP(S):** T32R10E, T32R9E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Snohomish  
**ELEVATION RGE:** 480-520



All State Unless Otherwise Noted

	Variable Density Thinning		Existing Roads		Landing - Proposed
	DNR Managed Lands		Optional Construction		Skip
	Public Land Survey Sections		Optional Reconstruction		Streams
	Public Land Survey Townships		Power Lines		Contours 40-foot
	Hazard Abatement Area		Stream Type		
	Sale Boundary Tags				
	Ground Harvest				



822068

EASEMENT

55-000032

THIS EASEMENT, dated this 27<sup>th</sup> day of June, 1975, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to Department of Natural Resources an agency of the State of Washington, hereinafter called "Grantee,"

WITNESSETH:

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

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

T.33N., R.10E., W.M.

Section 17, S $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 16, NW $\frac{1}{4}$ SW $\frac{1}{4}$   
Section 9, E $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 10, Lots 1, 2, 3, 4  
Section 11, Lots 8 & 9, SW $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 13, Lots 5, 6, 7, NE $\frac{1}{4}$ SE $\frac{1}{4}$

T.33N., R.11E., W.M.

Section 18, Lot 3

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

The location of said premises is shown approximately as colored red on Exhibit A attached hereto.

Official Records

VOL 192 PAGE 187

822068

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

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

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

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

Subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleated equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in State of Washington - Mt. Baker N.F. Road Right-of-Way Construction and Use Agreement dated July 3, 1968 (amended May 20, 1971), until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said Agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.

Official Record

VOL 192 PAGE 188

822068

- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

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

On any road maintained by Grantee, Grantee shall have the right to charge purchaser of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.
- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000 for injury or death to one person, \$300,000 for injury or death to two or more persons, and \$100,000 for damage to property.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

Official Record

VOL 192 PAGE 189

822068

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

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

Provided that so long as the State of Washington - Mt. Baker N.F. Road Right-of-Way Construction and Use Agreement dated July 3, 1968 (amended May 20, 1971) remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

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

VOL 192 PAGE 190

822068



IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above mentioned, the Delegation of Authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, effective June 6, 1973 (38 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1968 (33 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, (30 5647), the provisions of which have been complied with), on the day and year first above written.

UNITED STATES OF AMERICA

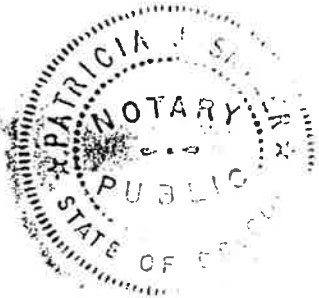
By C. M. Hofferber  
Acting Regional Forester  
Forest Service  
Department of Agriculture

State of Oregon     )  
                          )     ss.  
County of Multnomah)

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

Given under my hand and seal this 27<sup>th</sup> day of June 1975.

Patricia J. Skyles  
Notary Public in and for the  
State of Oregon,  
Residing at Portland,  
My commission expires 10-23-78



Checked Register

VOL 192 PAGE 191

822068

EXHIBIT AT. 33 N., R. 10 E., W. M.Section 17, S $\frac{1}{2}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SE $\frac{1}{4}$  (Weyerhaeuser Co.)

<u>Station to Station</u>	<u>Distance from Center line</u>	
	<u>Right side</u>	<u>Left side</u>
179+00-181+50	50 ft.	50 ft.
181+50-204+86	40 ft.	40 ft.

Section 16, NW $\frac{1}{4}$  SW $\frac{1}{4}$  (Weyerhaeuser Co.)

<u>North line of said NW<math>\frac{1}{4}</math> of</u>		
<u>SW<math>\frac{1}{4}</math> to 170+50</u>	40 ft.	40 ft.
170+50-174+50	40 ft.	50 ft.
174+50-176+50	40 ft.	60 ft.
176+50-179+00	70 ft.	40 ft.

Section 9, E $\frac{1}{2}$  SW $\frac{1}{4}$ , N $\frac{1}{2}$  SE $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NE $\frac{1}{4}$ Section 10, Lots 1 & 2 (Conifer Timber)

Widths and feet of a strip of land in the right of way are described below and referenced to the center line described as follows:

A parcel of land lying in the North Half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), and the North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 10; and the Northeast Quarter (NE $\frac{1}{4}$ ), and the North Half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), and the East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 9, Township 33 North, Range 10 East, W.M., Skagit County, Washington, and being a portion of that property conveyed by that deed to Conifer Timber Co. recorded in Book 200, page 179, of Skagit County Records of Deeds. The said parcel being that portion of said property included in a strip of land of variable width, 40 to 110 feet on each side of the center line of the Suiattle River Road as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station P.T. 6+18.60, said Station being 748 feet South and 535 feet East of the Northeast corner of said Section 10, Township 33 North, Range 10 East, W.M.; thence North 69° 56' West a distance of 1378.53 feet; thence on the arc of a 636.62 foot radius curve right (the long chord of which bears North 63° 37' 30" West) a distance of 140.19 feet; thence North 57° 19' West a distance of 88.76 feet; thence on the arc of a 636.62 foot radius curve left (the long chord of which bears North 81° 27' West) a distance of 536.30 feet; thence South 74° 25' West a distance of 349.03 feet; thence on the arc of a 249.11 foot radius curve right (the long chord of which bears North 57° 38' 30" West) a distance of 416.88 feet; thence North 9° 42' West a distance of 11.83 feet; thence on the arc of a 286.48 foot radius curve left (the long chord of which bears North 56° 26' 30" West) a distance of 467.42 feet; thence South 76° 49' West a distance of 1095.92 feet; thence on the arc of a 409.25 foot radius curve right (the long chord of which bears

Official Records

VOL 192 PAGE 193

822068

South  $87^{\circ} 58'$  West) a distance of 159.29 feet; thence North  $80^{\circ} 53'$  West a distance of 185.39 feet; thence on the arc of a 286.48 foot radius curve left (the long chord of which bears South  $84^{\circ} 58'$  West) a distance of 141.50 feet; thence South  $70^{\circ} 49'$  West a distance of 227.55 feet; thence on the arc of a 249.11 foot radius curve left (the long chord of which bears South  $56^{\circ} 05'$  West) a distance of 128.12 feet; thence South  $41^{\circ} 21'$  West a distance of 77.27 feet; thence on the arc of a 249.11 foot radius curve right (the long chord of which bears South  $69^{\circ} 55'$  West) a distance of 248.41 feet; thence North  $81^{\circ} 31'$  West a distance of 50.18 feet; thence on the arc of a 249.11 foot radius curve left (the long chord of which bears South  $66^{\circ} 56' 30''$  West) a distance of 274.28 feet; thence South  $35^{\circ} 24'$  West a distance of 143.76 feet; thence on the arc of a 1432.40 foot radius curve left (the long chord of which bears South  $26^{\circ} 29'$  West) a distance of 445.83 feet; thence South  $17^{\circ} 34'$  West a distance of 110.75 feet; thence on the arc of a 477.46 foot radius curve right (the long chord of which bears South  $24^{\circ} 36'$  West) a distance of 117.22 feet; thence South  $31^{\circ} 38'$  West a distance of 196.39 feet; thence on the arc of a 716.19 foot radius curve left (the long chord of which bears South  $21^{\circ} 21'$  West) a distance of 257.08 feet to Station 78+66.48 Back = Station 78+67.99 Ahead; thence South  $11^{\circ} 04'$  West a distance of 426.49 feet; thence on the arc of a 477.46 foot radius curve right (the long chord of which bears South  $34^{\circ} 16' 30''$  West) a distance of 386.81 feet; thence South  $57^{\circ} 29'$  West a distance of 2205.09 feet; thence on the arc of a 1145.91 foot radius curve left (the long chord of which bears South  $46^{\circ} 56'$  West) a distance of 422.00 feet; thence South  $36^{\circ} 23'$  West a distance of 94.04 feet; thence on the arc of a 954.93 foot radius curve right (the long chord of which bears South  $52^{\circ} 19'$  West) a distance of 531.11 feet; thence South  $68^{\circ} 15'$  West a distance of 58.02 feet; thence on the arc of a 954.93 foot radius curve left (the long chord of which bears South  $61^{\circ} 15'$  West) a distance of 233.33 feet; thence South  $54^{\circ} 15'$  West a distance of 38.23 feet; thence on the arc of a 954.93 foot radius curve right (the long chord of which bears South  $64^{\circ} 20'$  West) a distance of 336.11 feet; thence South  $74^{\circ} 25'$  West a distance of 78.53 feet; thence on the arc of a 477.46 foot radius curve left (the long chord of which bears South  $27^{\circ} 15'$  West) a distance of 786.11 feet to Station 134+63.86, the center line of said strip of land crossing the easterly and westerly lines of said property at approximate Engineer's center line Stations 11+98 and 127+58 respectively:

Excepting that portion of said strip of land lying within that tract of land conveyed by that certain deed to the State of Washington, as recorded in Book 169, page 545 of Skagit County Record of Deeds.

The widths in feet of the strip of land above referred to are as follows:

Official Records  
VOL 192 PAGE 194

822068

<u>Station to Station</u>	<u>Width on Northerly side of Center line</u>	<u>Width on Southerly side of Center line</u>
11+98-14+00	70	50
14+00-15+50	70	70
15+50-17+50	100	70
17+50-22+50	60	80
22+50-24+00	60	40
24+00-25+00	80	40
25+00-26+50	50	40
26+50-27+50	50	70
27+50-30+00	70	40
30+00-33+50	40	40
33+50-36+50	60	90
36+50-38+00	40	40
38+00-43+00	70	40
43+00-44+50	70	70
40+50-50+00	50	70
50+00-51+00	50	90
51+00-53+50	50	50
53+50-54+50	60	50
54+50-56+00	60	90
56+00-57+00	40	50
57+00-60+00	40	40
60+00-61+50	80	40
61+50-62+50	50	40
62+50-66+00	50	100
66+00-71+50	50	50
71+50-78+50	60	50
78+50-81+50	80	60
81+50-83+00	50	90
83+00-85+00	50	50
85+00-106+50	40	40
106+50-113+00	90	50
113+00-116+50	110	70
116+50-119+50	60	70
119+50-125+50	40	40
125+50-127+58	60	60

Section 11, Lots 8 & 9, SW $\frac{1}{4}$  NE $\frac{1}{4}$  (Summit Timber Co.)  
40-65 ft. on each side of center line

Section 13, Lots 5,6,7 (Sound Timber Co.)  
60 ft. width  
NE $\frac{1}{4}$  SE $\frac{1}{4}$  (Summit Timber Co.)  
40-65 ft. on each side of center line

T.33 N., R. 11 E., W. M.  
Section 18, Lot 3 (Summit Timber Co.)  
40-65 ft. on each side of center line

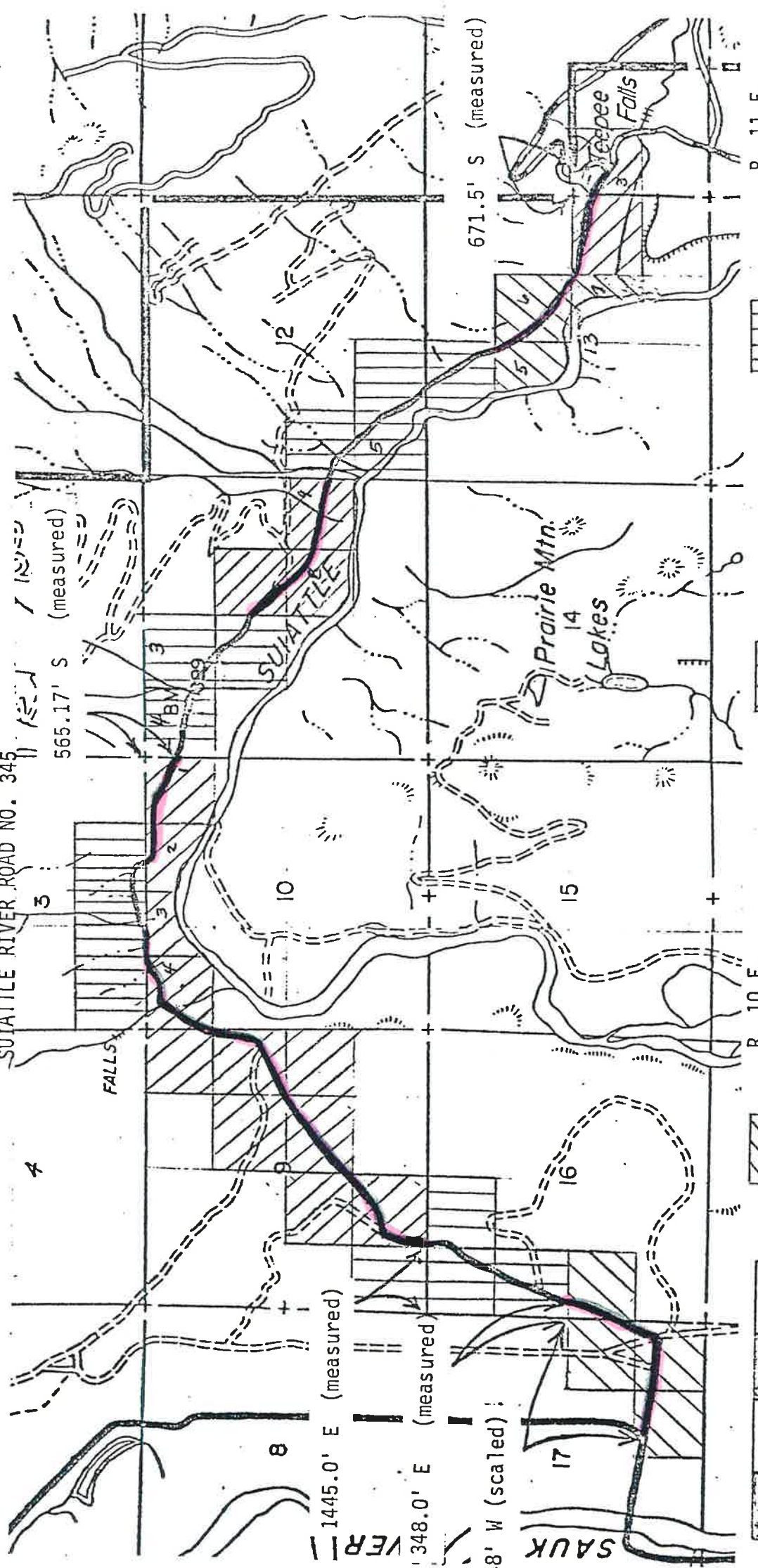
Recorded by record at Aug 18 1975: 12:32 PM  
at St. George, W. Va. Sept. 7 1975  
Linn County, Virginia Survey Co., Washington

Official Record

VOL 192 PAGE 195

822068

5460 Rights-of-Way Acquired  
Mt. Baker-Snoqualmie National Forest  
Right-of-Way Plat  
Skagit County, Washington  
SUIATTLE RIVER ROAD NO. 345



1445.0' E (measured)

348.0' E (measured)

1505' S & 1848' W (scaled)

671.5' S (measured)

565.17' S (measured)



Meyerhaeuser  
Timber Company

Summit  
Timber Company

State of  
Washington

R. 10 E.

R. 11 E.

T. 33 N.

822068

Recommended by: *Tom Colgan* Approved by: *5/2/75*

*[Signature]*  
Enact Simonsen

6-4-75

3/10/75 LDJ

VOL 192 PAGE 192

Official Records