



TIMBER NOTICE OF SALE

SALE NAME: Q DEER BERRY

AGREEMENT NO: 30-104199

AUCTION: October 24, 2023 starting at 10:00 a.m., Northeast Region Office, Colville, WA

COUNTY: Okanogan

SALE LOCATION: Sale located approximately 6 miles west of Loomis, WA.

PRODUCTS SOLD AND SALE AREA:

All green conifer species (excluding ponderosa pine) except for leave trees banded with blue paint and leave trees bounded by yellow leave tree area tags in Units 1, 2, 3, 4, 5, 6 and 7 bounded by white timber sale boundary tags; and all right of way timber (including one ponderosa pine) bounded by orange right of way tags.

All forest products above located on part(s) of Sections 1 all in Township 38 North, Range 24 East, Sections 5, 6 and 7 all in Township 38 North, Range 25 East, Sections 31 and 32 all in Township 39 North, Range 25 East, W.M., containing 390 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Table with columns: Species, Avg Ring DBH Count, Total MBF, Total Tons, Price \$/Ton, and MBF by Grade (P, SM, 1S, 2S, 3S, 4S, 5S, 6S, UT). Rows include Douglas fir, Spruce, Larch, Alpine fir, Lodgepole, Ponderosa pine, and Sale Total.

MINIMUM BID: \$4.35/ton (est. value \$86,000.00)

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$17,200.00

SALE TYPE: Tonnage Scale

EXPIRATION DATE: November 15, 2026

ALLOCATION: Export Restricted

BIDDABLE SPECIES: Bidding to be allowed on all species combined.

BID DEPOSIT: \$8,600.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Cable, Tethered, and Ground based equipment. Falling and Yarding will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup. Falling and Yarding will not be permitted from May 1 to August 1 in Unit 5 unless authorized in writing by the State due to wildlife timing restrictions.



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ROADS: 153.29 stations of required construction. 511.36 stations of required prehaul maintenance. 158.00 stations of decommissioning. Road construction will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup. Road construction will not be permitted from May 1 to August 1 in Unit 5 unless authorized in writing by the State due to wildlife timing restrictions. The hauling of forest products will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup. The hauling of forest products will not be permitted from May 1 to August 1 in Unit 5 unless authorized in writing by the State due to wildlife timing restrictions.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage determined using GPS methods. Acreage shown above is net harvest acres in harvest units. All species: 7.0 - 17.5 inches dbh has minimum top of 4.6 inch dib. All species 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.

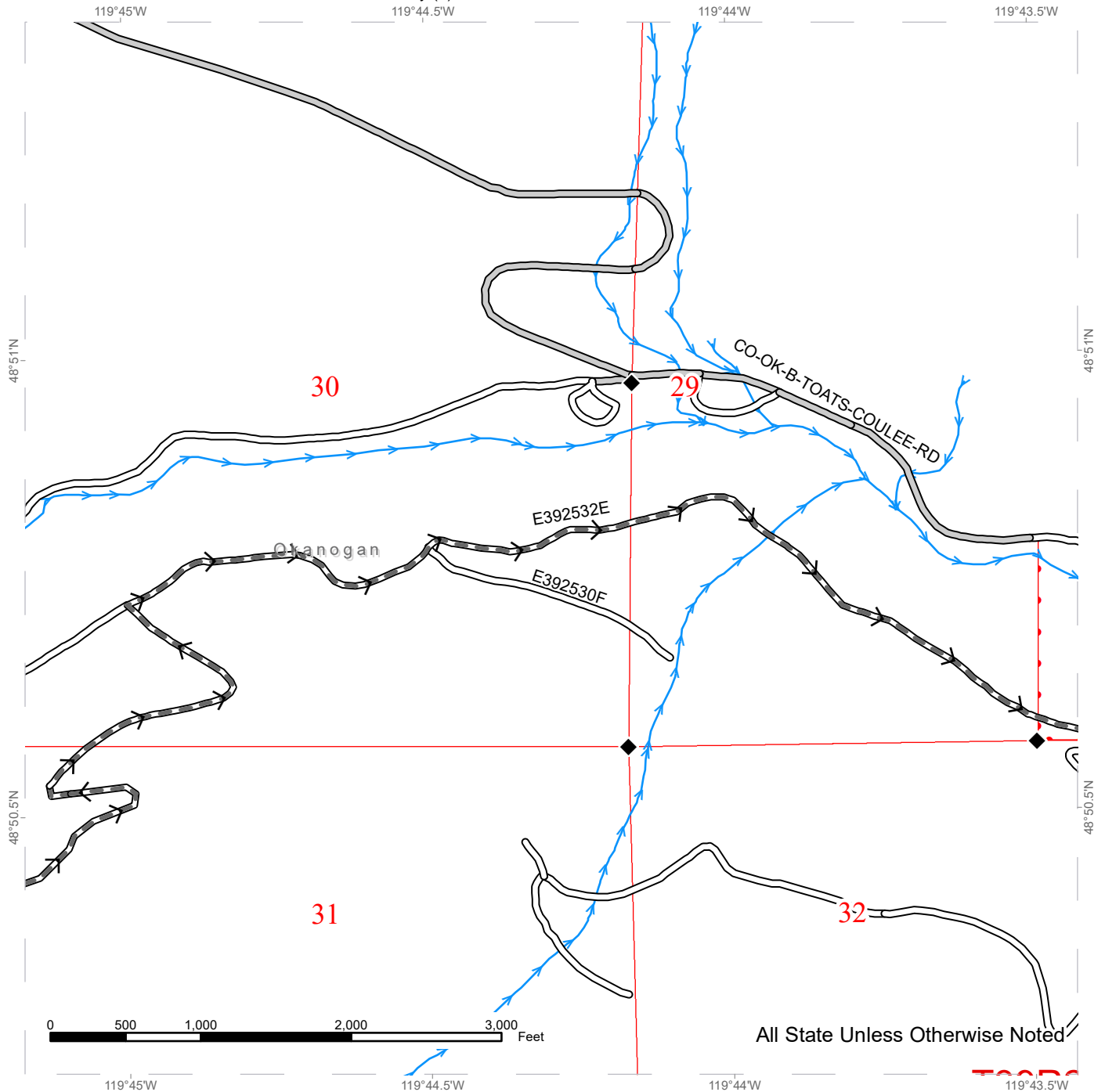
FEES: \$56,916.00 is due on day of sale. \$1.52 per ton is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: Locked gate restricts access to Units 4, 5, 6 and 7. Contact the Northeast Region Office at (509) 684-7474 for access. Whole tree yarding is required in all units. Cable equipment is required on approximately 53 acres and Cable/tethered equipment is required on approximately 52 acres.

TIMBER SALE MAP

SALE NAME: Q DEER BERRY
AGREEMENT #: 30-104199
TOWNSHIP(S): T38R25E, T39R25E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 2779-5840

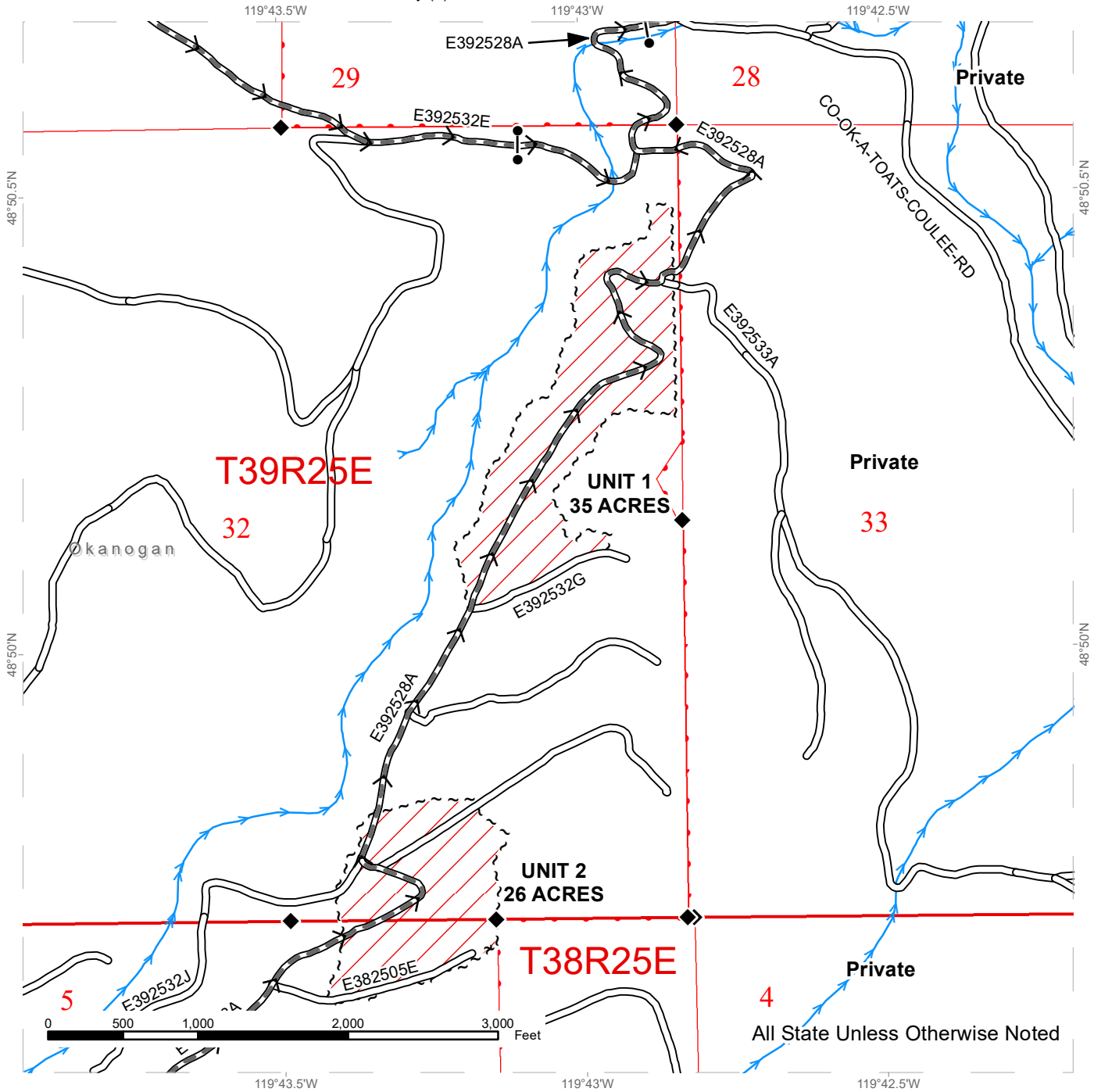


	Public Land Survey Townships
	DNR Managed Lands
	Streams
	Survey Monument
	County Road
	Existing Roads
	Required Pre-Haul Maintenance
	Haul Route

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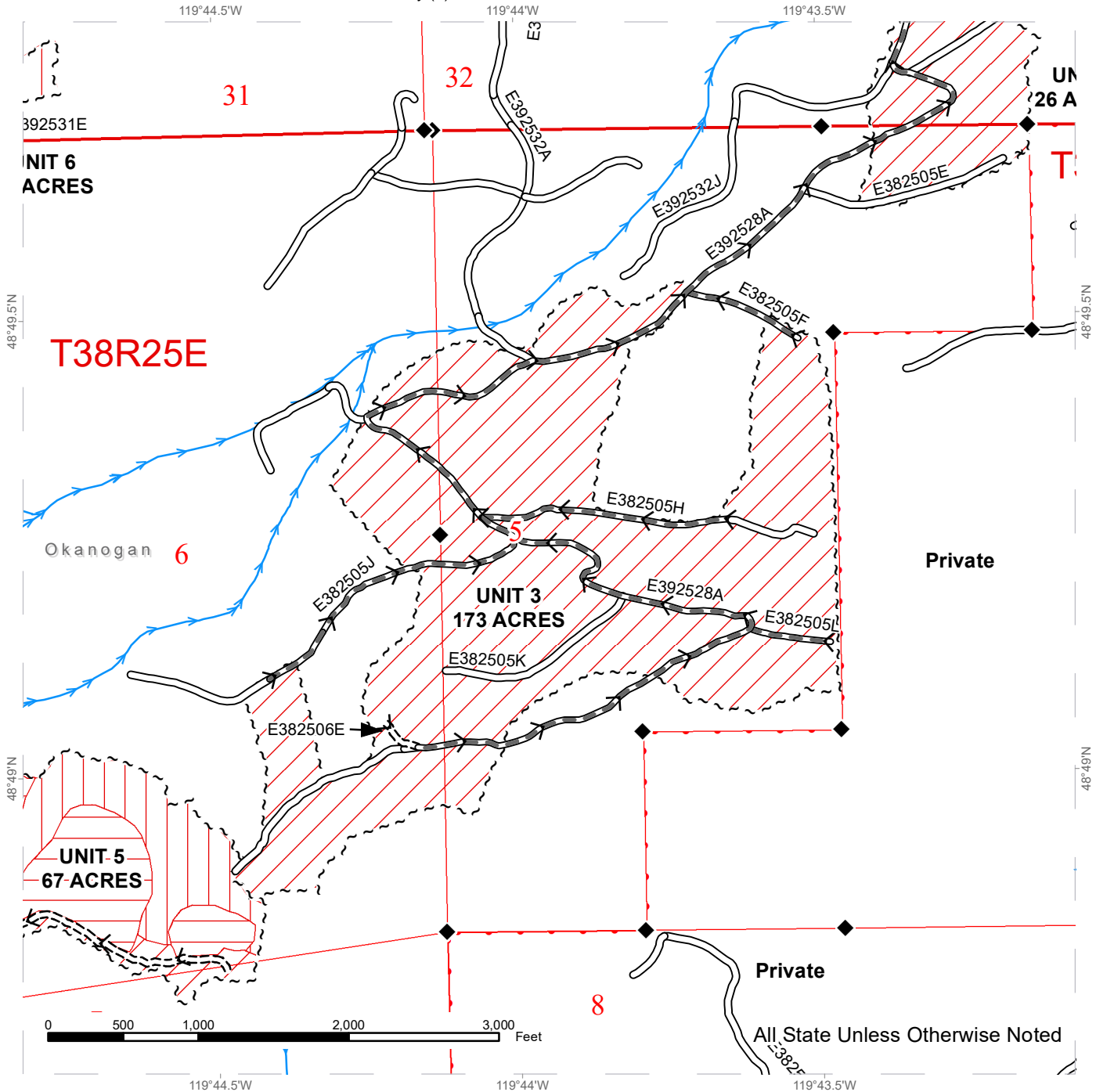


Public Land Survey Townships	Sale Boundary Tags
DNR Managed Lands	Existing Roads
Ground Base	Required Pre-Haul Maintenance
Streams	Haul Route
Survey Monument	Gate

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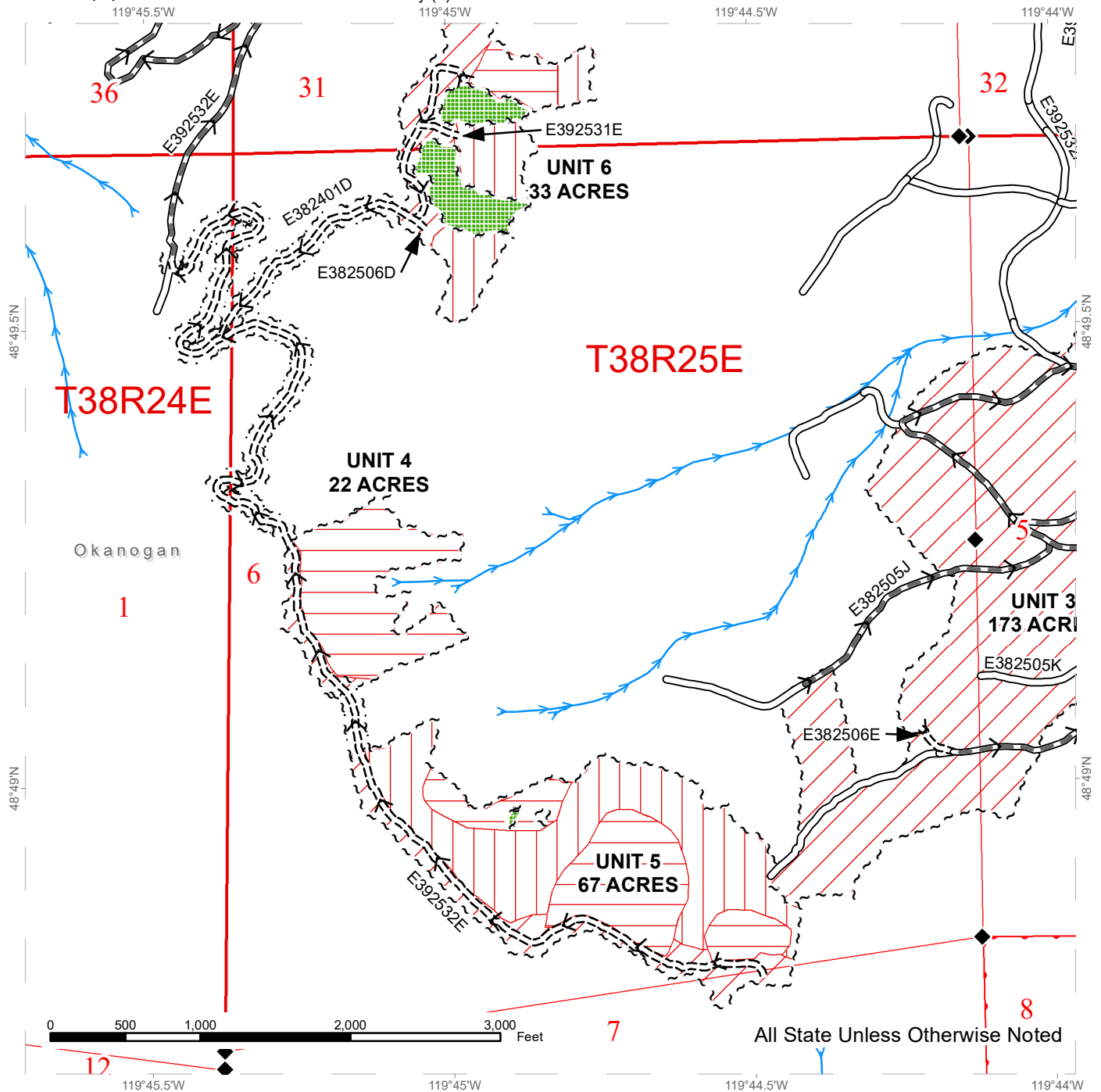
Public Land Survey Townships	Sale Boundary Tags
DNR Managed Lands	Existing Roads
Ground Base	Required Pre-Haul Maintenance
Cable Yarding - Required Hand Felling (53 Acres)	Required Construction
Cable Yarding/Tethered Logging-Mechanical or Hand Felling (52 Acres)	Haul Route
Streams	
Survey Monument	



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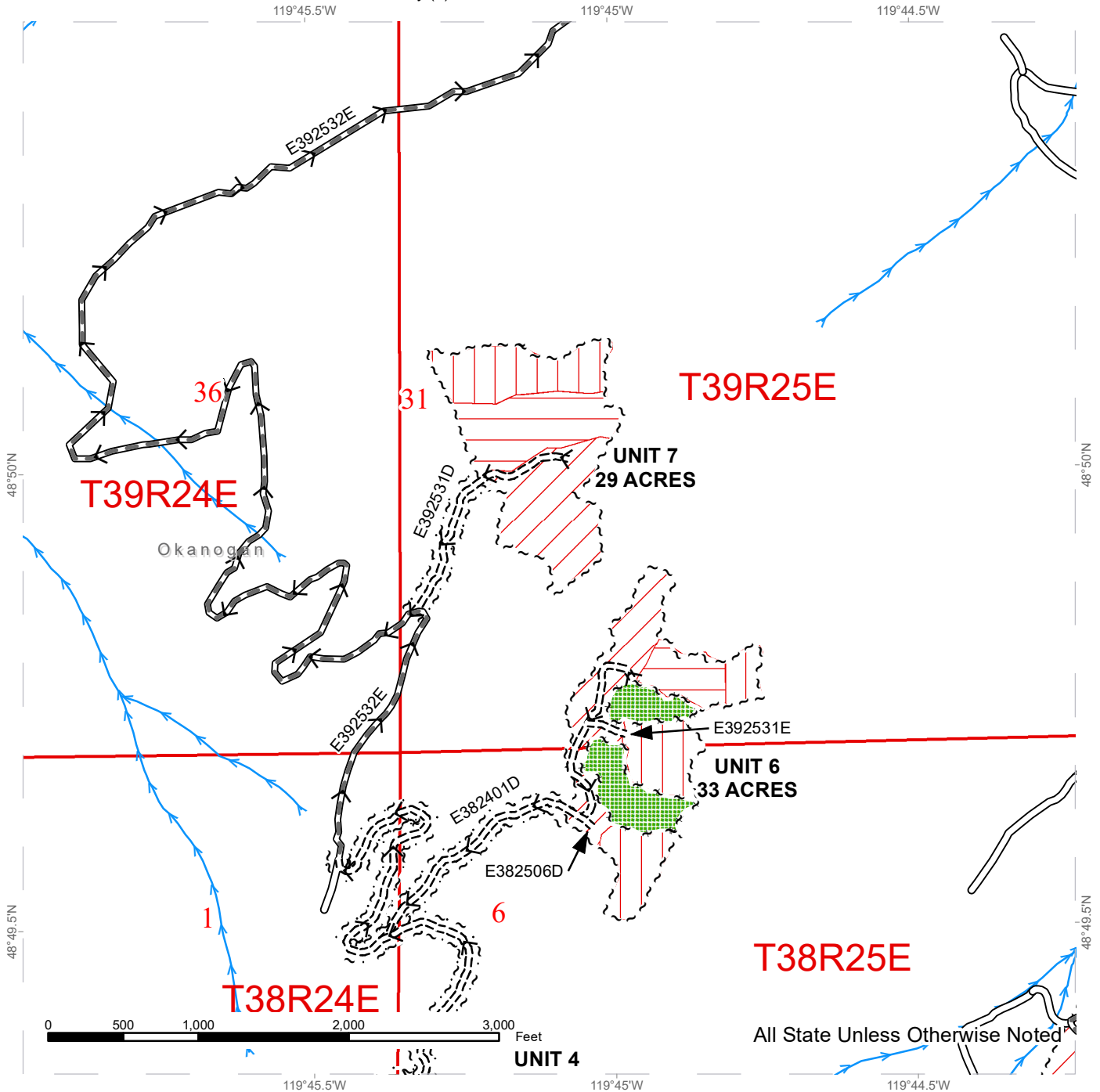


Public Land Survey Townships	Sale Boundary Tags
DNR Managed Lands	Leave Tree Tags
Ground Base	Right of Way Tags = 5 Acres
Cable Yarding - Required Hand Felling (53 Acres)	Existing Roads
Cable Yarding/Tethered Logging-Mechanical or Hand Felling (52 Acres)	Required Pre-Haul Maintenance
Leave Tree Area	Required Construction
Streams	Haul Route
Survey Monument	

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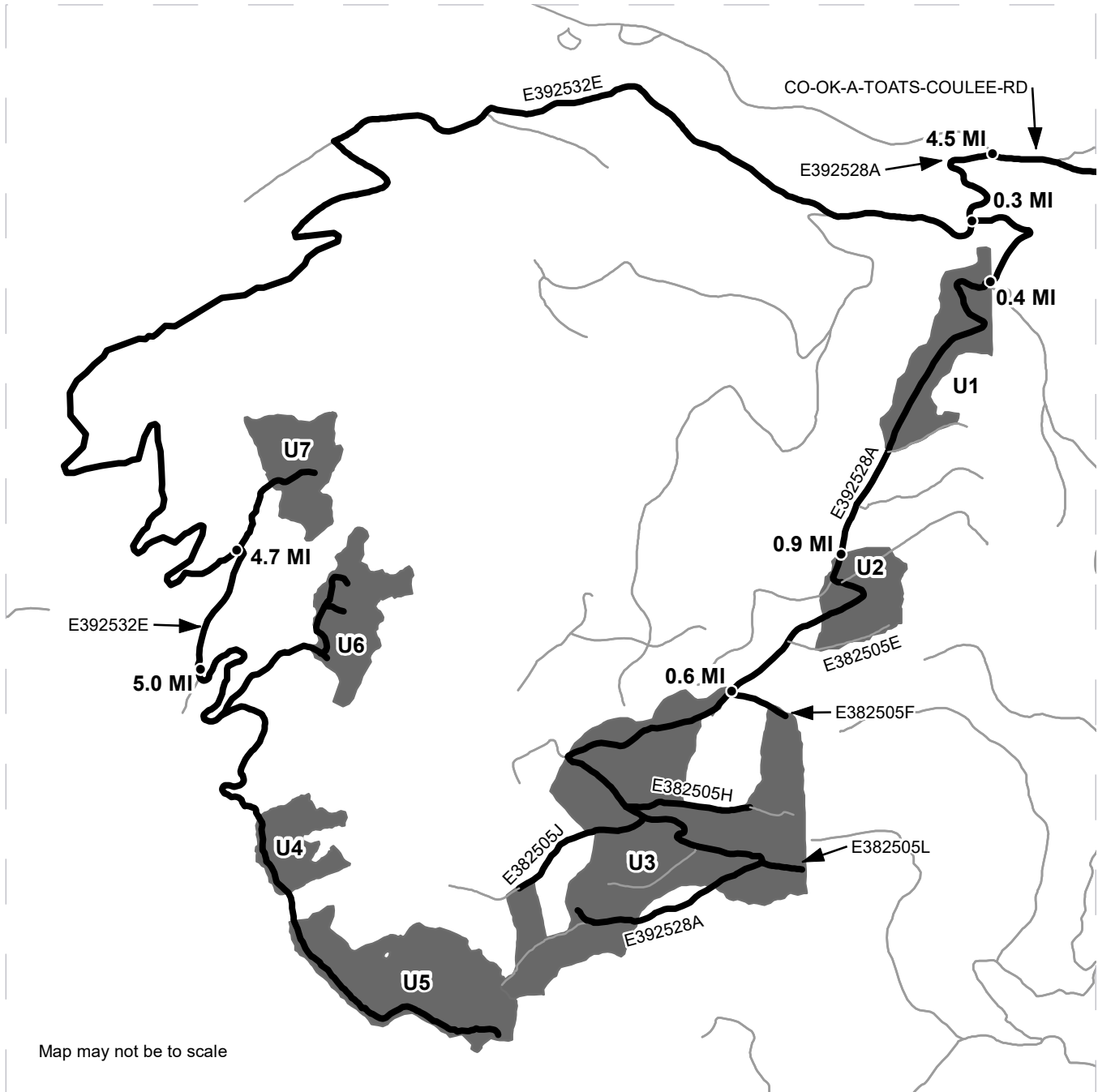


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Cable Yarding/Tethered Logging-Mechanical or Hand Felling (52 Acres)	Required Pre-Haul Maintenance
Leave Tree Area	Required Construction
Streams	Haul Route

DRIVING MAP

SALE NAME: Q DEER BERRY
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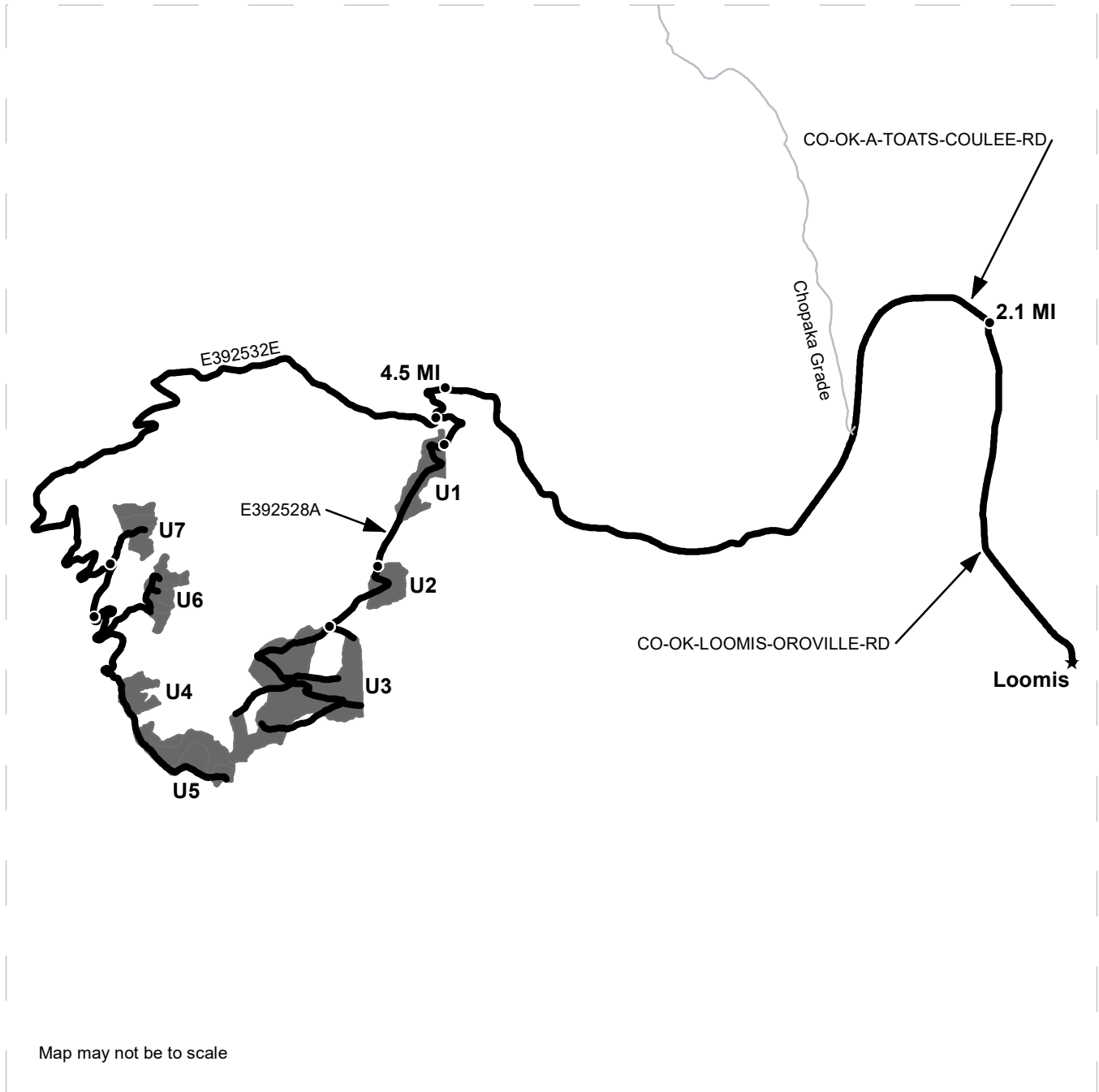
<ul style="list-style-type: none"> Timber Sale Unit Haul Route Other Route Distance Indicator 	<p><u>DRIVING DIRECTIONS:</u></p> <p>From Loomis, WA travel north on the Loomis-Oroville road for 2.1 miles and turn left on Toats Coulee road. Travel 4.5 miles and turn left onto the E392528A road. Pass through the unlocked red gate. To access Units 1-3 travel 0.3 miles and turn left to continue on the E392528A road. Unit 1 is 0.4 miles from the intersection. Travel 0.9 miles further on the E392528A road to reach Unit 2. Travel 0.6 miles further beyond Unit 2 on the E392528A road to reach Unit 3. To access Units 4-7, from the intersection with Toats Coulee road travel up the E392528A road for 0.3 miles and turn right on the E392532E road. Travel 4.7 miles on the E392532E road to the hike in point for Unit 7, or 5.0 miles to the hike in point for Units 4, 5, and 6.</p>
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Map may not be to scale

	Timber Sale Unit
	Other Route
	Haul Route
	Distance Indicator
	Town

DRIVING DIRECTIONS:

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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Tonnage Scale AGREEMENT NO. 30-0104199

SALE NAME: Q DEER BERRY

**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 24, 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 green conifer species (excluding ponderosa pine) except for leave trees banded with blue paint and leave trees bounded by yellow leave tree area tags in Units 1, 2, 3, 4, 5, 6 and 7 bounded by white timber sale boundary tags; and all right of way timber (including one ponderosa pine) bounded by orange right of way tags., located on approximately 390 acres on part(s) of Section 1 in Township 38 North, Range 24 East, Sections 5, 6, and 7 all in Township 38 North, Range 25 East, Sections 31, and 32 all in Township 39 North, Range 25 East W.M. in Okanogan 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-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to November 15, 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 \$285.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

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

G-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 program Standard under certificate number: PwC-SFIFM-513.

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® program 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 Purchaser's 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 Colville, 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; E382501D, E382505F, E382505H, E382505J, E382505L, E382506D, E382506E, E392528A, E392531D, E392531E, E392532E, E392535A (Chopaka Grade) and Toats Coulee. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

Purchaser shall deliver 600 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

40% Mountain Brome, 30% Sherman Big Bluegrass, 30% Idaho Fescue Seed shall be certified weed free, premixed and delivered to Highlands Fire Camp in 50 pounds bags clearly labeled with the timber sale name on each bag.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the E392532E and E392528A roads, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement 53 with USFS dated March 17, 1989
Easement 718 with BLM dated April 16, 1970
Easement 2338 with BLM dated April 10, 1989

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-024 Payment for Forest Products

Purchaser agrees to weigh all loads and pay the following rate per ton for forest products conveyed plus \$56,916.00 on day of sale and \$1.52 per ton 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.

P-027 Payment for Removal of Optional Forest Products

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

P-040 Weighing and Scaling Costs

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

P-045 Guarantee of Payment

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

P-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 Northeast 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-024 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 \$0.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability

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-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.

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from March 15 to June 1 in Units 1, 2, 3, 4, 6 and 7 and from May 1 to August 1 in Unit 5 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-013 Reserve Tree Damage Definition

Reserve trees are trees required and designated for retention within the sale boundary. Purchaser shall protect reserve trees from being cut, damaged, or removed during operations.

Reserve tree damage exists when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

Removal of designated reserve trees from the sale area is unauthorized, and may invoke the use of the G-230 'Unauthorized Activity' clause. Purchaser is required to leave all cut or damaged reserve trees on site.

H-014 Cable Yarding Corridor Requirements

Cable yarding corridors are subject to the following requirements:

- a. Location of cable yarding corridors must be marked by Purchaser and approved by the Contract Administrator prior to use.
- b. Cable corridor shall not exceed 50 feet in width, including rub trees.
- c. Cable yarding corridors shall be a minimum of 150 feet apart as measured from the center of the corridors.
- d. Excessive soil damage is not permitted within corridors. Excessive soil damage is described in clause H-017.
- e. Avoid cable yarding in, across, adjacent, or parallel to stream channels where possible. When it is necessary to yard across stream channels, crossings need to be as close to perpendicular as possible and cribbing shall be in place when full suspension is not possible.
- f. Corridors shall be located in a manner to minimize the damage to or removal of leave and/or reserve trees. Leave tree damage is described in clause H-012. Reserve tree damage is described in clause H-013.
- g. Timber in cable yarding corridors shall be felled and yarded prior to the falling of adjacent timber.
- h. Corridors shall be water barred at the time of completion of yarding, if required by the Contract Administrator.
- i. Once a cable yarding corridor is closed, Purchaser may not reopen that cable yarding corridor unless approved in writing 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-015 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. Skid trails will not exceed 16 feet in width, including rub trees.
- b. Skid trails shall not cover more than 20 percent of the total acreage on one unit.
- c. Skid trail location will be pre-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. 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 10 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-025 Timing Requirements for Timber Removal

All timber products must be removed within 30 days of being felled.

H-030 Timber Falling

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

H-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 all units. The plan shall address the harvest operations and be incorporated at the prework conference, 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-060 Skid Trail Locations

Locations of skid trails must be marked by Purchaser and approved by the Contract Administrator prior to the felling of timber.

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 hand falling, cable or tethered equipment in the designated areas of Units 4, 5, 6 and 7. In Units 1, 2, 3 and non-cable areas forest products shall be removed using D6 equivalent or smaller ground skidding equipment and ground based harvesting equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-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-130 Hauling Schedule

The hauling of forest products will not be permitted in Units 1, 2, 3, 4, 6 and 7 from March 15 to June 1 and in Unit 5 from March 15 to August 1 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Hand felling of trees and retrieval with bull line and chokers will be required in areas of units.
- b. Road salts shall not be applied to roads for dust abatement or removing of ice from road surfaces.
- c. All slash shall be piled at landings or hauled back into the units for erosion control where designated by the Contract Administrator.
- d. Appropriate warning signs shall be posted at locations designated by the Contract Administrator.
- e. If snow plowing occurs, snow berms shall be removed at locations designated by the Contract Administrator to allow surface water to drain from roads.
- f. Mechanized equipment will not be permitted in areas requiring both hand felling and cable yarding.
- g. Within Unit 3 regeneration must be protected where operationally feasible.
- h. If the standing dead trees are removed, Purchaser shall leave two standing snags per acre from the larger diameter classes when safe to do so.
- i. No operations associated with timber harvest, hauling or road work will be permitted within 1/2 miles of an active northern goshawk nest from March 1 and to August 1 or later if young are still on the nest.

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

H-142 Wildlife Timing Restrictions

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

Harvesting operations, including road construction, road maintenance, timber felling, yarding and hauling will not be permitted from May 1 to August 1 in Unit 5 due to Lynx timing restrictions.

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 green species	20	16	4.6

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

H-157 Optional Removal of Forest Products Not Designated

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

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

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

H-160 Mismatch

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

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

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

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

H-210 Log Length Hauling Restrictions

The maximum log length hauled from the sale area shall not exceed 45 feet unless otherwise approved in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

H-250 Additional Falling Requirements

Within Units 1 and 2, all non-merchantable live stems greater than 2 inches in diameter or 3 feet in height not blue paint excluding ponderosa pine, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

H-260 Fall Leaners

Trees within the units that have been pushed over in falling or skidding operations shall be felled.

Section C: Construction and Maintenance**C-040 Road Plan**

Road construction and associated work provisions of the Road Plan for this sale, dated 10/24/2022 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E382501D, E382505F, E382505H, E382505J, E382505L, E382506D, E382506E, E392528A, E392531D, E392531E and E392532E 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 E392535A (Chopaka Grade) and Toats

Coulee roads. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

C-130 Dust Abatement

Purchaser shall abate dust on the E382501D, E382505F, E382505H, E382505J, E382505L, E382506D, E382506E, E392528A, E392531D, E392531E and E392532E roads used for hauling from June 1 to November 1.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-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-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser shall thoroughly clean all off road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved by the Contract Administrator.

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

Slash or debris which enters any stream as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-110 Resource Protection

No skidding or harvesting equipment may operate within Leave Tree Areas unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any stream.

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-021 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 tonnage to date from the cruised tonnage 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: Interest = $r \times LD \times N$.

Where:

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

LD = Liquidated damage value.

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

D-030 Inadequate Log Accountability

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

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

D-041 Reserve Tree Excessive Damage

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

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

Patrick Ryan
Northeast Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

_____ to me known to be the _____ of the corporation

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Northeast

Timber Sale Name: Q DEER BERRY

Application Number: 30- 104199

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 15,329 linear feet
Road to be constructed (optional and required) but not abandoned

Reconstruction: 0 linear feet
Road to be reconstructed (optional and required) but not abandoned

Abandonment: 0 linear feet
Abandonment of existing roads not reconstructed under the contract

Decommission: 15,800 linear feet
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 51,136 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 0 linear feet
Roads to be constructed (optional and required) and then abandoned

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

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

(Revised 9/18)

Timber Sale Cruise Report Deer Berry

Sale Name: Q DEER BERRY

Sale Type: LUMP SUM

Region: NORTHEAST

District: HIGHLANDS

Lead Cruiser: Jake Culp

Other Cruisers: Hailey Howard

Cruise Narrative:

Location:

Legal - Sections 5, 6, and 7 of T38 R25E. Sections 31 and 32 of T39 R25E. Section 1 of T38 R24E.

General - Approx. 5 miles west of Loomis, WA in Okanogan County.

Access - All units can be accessed from Huckleberry Creek via Toats Coulee Rd.

Cruise Design:

-This sale was cruised using variable radius plots, utilizing the cruise-count method. Plot locations found using Garmin handheld GPS. ROW plots established by pacing along the P-line. The walk-through method was used on plots near boundaries.

-Minor species cruise intensity: We grade the first tree of all minor species encountered; then follow the set cruise design.

-Min. DBH: 8" DBH for PP, 7" DBH for all other species

-Log Length and grades: 32' logs where possible, minimum of 12' lengths. Trees are graded based on Eastside Scaling Rules.

-Top DIB: Trees less than 17.5" DBH have a minimum top of 4.6" DIB for all species; Trees 17.6" and greater DBH have a minimum top DOB of 40% of DOB at 16' or a 6" top, whichever is greater.

Take/Leave Prescription:

Cut all trees not marked with blue paint. Leave all trees within tagged and flagged "Leave Tree Areas".

Cruise Acres determination:

FMA unit acreages with existing road acres removed.

Stand composition:

The stands are mostly second growth, even aged Douglas-fir. Engelmann spruce and western larch are secondary species, and there is also minor components of subalpine fir, and lodgepole pine. Large residual trees and legacy trees are found within the sale area.

Timber quality:

Timber to be harvested is comprised of domestic quality Douglas fir (68%), Engelmann spruce (14%), western larch (13%), subalpine fir (4%), and lodgepole pine (1%).

Stand health/defect:

Older timber in the sale area can be rough, with branch clusters, sweep, and crooks. Other defects noted include forks, spike knots, wind and snow damage. Root rot pockets were found in Unit 5, affecting the DF and AF. Mistletoe can also be found throughout the sale affecting the DF and WL.

Aspect:

North, Northeast, East

Elevation:
2700'-5700'.

Harvesting methods:
70% ground based, 30% uphill cable

Slope:
Unit 1- Max 48%, Avg. 15%
Unit 2- Max 30%, Avg. 10%
Unit 3- Max 55%, Avg. 20%
Unit 4- Max 72%, Avg. 40%
Unit 5- Max 70%, Avg. 40%
Unit 6- Max 62%, Avg. 22%
Unit 7- Max 70%, Avg. 30%

Other considerations/remarks:
Units 4-7 are very steep cable ground with large amounts of blowdown and large rock bluffs/cliffs. Difficult operator ground.

Trust:
This sale is 100% Trust #3.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	13.5			2,267	416	1,478	372	
ES	13.3			465	135	262	67	
WL	12.2			450	56	309	85	
AF	10.9			145	23	84	39	
LP	8.6			18		18		
PP	17.8			3				3
ALL	13.0			3,348	630	2,151	564	3

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	15,905	2,388	10,874	2,643	
WL	2,811	292	1,992	526	
ES	2,583	614	1,538	431	
AF	781	102	460	220	
LP	95		95		
PP	19				19
ALL	22,194	3,396	14,958	3,820	19

Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
91.7	3.8	119.7	2.4	11,020	4.5

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
DEER BERRY U1	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	35.5	37.6	26	8	0
DEER BERRY U2	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	25.9	27.0	21	7	0
DEER BERRY U3	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	172.9	176.8	67	20	6
DEER BERRY U4	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	22.0	22.0	22	8	2
DEER BERRY U5	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	67.2	67.1	35	9	1
DEER BERRY U6	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	32.7	32.7	25	9	2
DEER BERRY U7	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	29.1	29.1	24	8	1
Q DEER BERRY ROW	B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	5.0	5.0	14	14	8
All		390.3	397.2	234	83	20

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
AF	LIVE	2 SAW	Domestic	12.1	32	58	58	0.0	101.7	22.5
AF	LIVE	3 SAW	Domestic	7.7	32	214	214	0.0	459.6	83.7
AF	LIVE	4 SAW	Domestic	5.2	24	100	100	0.0	220.0	39.0
DF	LIVE	2 SAW	Domestic	13.3	32	1,090	1,066	2.2	2,387.9	416.2
DF	LIVE	3 SAW	Domestic	8.0	32	3,907	3,788	3.0	10,873.9	1,478.3
DF	LIVE	4 SAW	Domestic	5.2	21	954	954	0.0	2,643.3	372.3
DF	LIVE	CULL	Cull	20.5	32	5	0	100.0	0.0	0.0
ES	LIVE	2 SAW	Domestic	13.3	32	347	347	0.0	614.2	135.3
ES	LIVE	3 SAW	Domestic	8.4	32	672	672	0.1	1,537.7	262.1
ES	LIVE	4 SAW	Domestic	5.3	24	172	172	0.0	430.5	67.2
LP	LIVE	3 SAW	Domestic	5.5	32	46	46	0.0	94.8	18.0
PP	LIVE	5 SAW	Domestic	8.3	25	8	8	0.0	18.7	3.0

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
WL	LIVE	2 SAW	Domestic	12.1	32	144	144	0.0	292.4	56.4
WL	LIVE	3 SAW	Domestic	7.9	32	800	791	1.2	1,992.3	308.7
WL	LIVE	4 SAW	Domestic	5.2	21	224	218	2.4	526.5	85.2

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
AF	5 - 8	LIVE	Domestic	5.8	25	216	0.0	469.4	84.2
AF	9 - 11	LIVE	Domestic	9.8	32	98	0.0	210.2	38.4
AF	12 - 14	LIVE	Domestic	12.5	32	58	0.0	101.7	22.5
DF	5 - 8	LIVE	Domestic	6.0	27	3,008	1.9	8,802.1	1,174.1
DF	9 - 11	LIVE	Domestic	9.7	32	1,742	3.1	4,696.0	680.0
DF	12 - 14	LIVE	Domestic	12.9	32	785	2.9	1,840.2	306.4
DF	15 - 19	LIVE	Domestic	16.1	32	198	2.2	434.5	77.4
DF	20+	LIVE	Cull	20.5	32	0	100.0	0.0	0.0
DF	20+	LIVE	Domestic	21.2	32	74	0.0	132.4	28.9
ES	5 - 8	LIVE	Domestic	6.2	26	549	0.1	1,361.1	214.2
ES	9 - 11	LIVE	Domestic	9.9	32	295	0.0	607.1	115.1
ES	12 - 14	LIVE	Domestic	12.6	32	255	0.0	457.7	99.7
ES	15 - 19	LIVE	Domestic	16.0	32	91	0.0	156.5	35.6
LP	5 - 8	LIVE	Domestic	5.5	32	46	0.0	94.8	18.0
PP	5 - 8	LIVE	Domestic	6.2	18	1	0.0	3.2	0.4
PP	9 - 11	LIVE	Domestic	10.3	32	7	0.0	15.5	2.6
WL	5 - 8	LIVE	Domestic	5.9	26	575	2.1	1,422.7	224.4
WL	9 - 11	LIVE	Domestic	9.5	32	434	0.5	1,096.1	169.5
WL	12 - 14	LIVE	Domestic	12.2	32	144	0.0	292.4	56.4

Cruise Unit Report DEER BERRY U1

Unit Sale Notice Volume (MBF): DEER BERRY U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	11.3			323	239	84
WL	12.5			3	2	1
ALL	11.3			326	242	84

Unit Cruise Design: DEER BERRY U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	35.5	37.6	26	8	0

Unit Cruise Summary: DEER BERRY U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		4	0.2	0
DF	25	115	4.4	0
WL	1	1	0.0	0
ALL	26	120	4.6	0

Unit Cruise Statistics: DEER BERRY U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	3.9	239.2	46.9						
DF	111.2	46.6	9.1	84.8	25.6	5.1	9,429	53.2	10.5
WL	1.0	509.9	100.0	79.8	0.0	0.0	77	509.9	100.0
ALL	116.1	42.9	8.4	84.7	25.1	4.9	9,834	49.7	9.8

Unit Summary: DEER BERRY U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	11.3	52	63	9,320	9,101	2.3	154.2	107.4	31.9	323.1
WL	LIVE	CUT	1	ALL	12.5	52	64	77	77	0.0	1.1	1.0	0.3	2.7
ALL	LIVE	CUT	26	ALL	11.3	52	63	9,397	9,178	2.3	155.3	108.3	32.2	325.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	26	ALL	11.3	52	63	9,397	9,178	2.3	155.3	108.3	32.2	325.8

Cruise Unit Report DEER BERRY U2

Unit Sale Notice Volume (MBF): DEER BERRY U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.9			196	38	135	23
WL	12.2			32		28	5
ALL	13.4			228	38	162	27

Unit Cruise Design: DEER BERRY U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	25.9	27.0	21	7	0

Unit Cruise Summary: DEER BERRY U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	13	51	2.4	0
WL	4	10	0.5	0
ALL	17	61	2.9	0

Unit Cruise Statistics: DEER BERRY U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	61.1	76.6	16.7	137.0	27.6	7.7	8,367	81.4	18.4
WL	12.0	157.4	34.4	116.1	26.8	13.4	1,390	159.7	36.9
ALL	73.1	58.5	12.8	133.6	27.4	6.6	9,757	64.6	14.4

Unit Summary: DEER BERRY U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	13.9	67	84	7,742	7,547	2.5	52.3	55.1	14.8	195.5
WL	LIVE	CUT	4	ALL	12.2	66	82	1,251	1,251	0.0	13.3	10.8	3.1	32.4
ALL	LIVE	CUT	17	ALL	13.6	67	84	8,993	8,798	2.2	65.6	65.9	17.9	227.9
ALL	ALL	ALL	17	ALL	13.6	67	84	8,993	8,798	2.2	65.6	65.9	17.9	227.9

Cruise Unit Report DEER BERRY U3

Unit Sale Notice Volume (MBF): DEER BERRY U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.2			741	92	537	112
WL	12.3			292	26	201	65
ES	15.0			30		23	6
ALL	13.7			1,063	117	762	184

Unit Cruise Design: DEER BERRY U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	172.9	176.8	67	20	6

Unit Cruise Summary: DEER BERRY U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
LP		1	0.0	0
DF	35	137	2.0	0
WL	12	54	0.8	0
ES	2	4	0.1	0
ALL	49	196	2.9	0

Unit Cruise Statistics: DEER BERRY U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
LP	0.4	818.5	100.0						
DF	51.4	90.3	11.0	113.1	31.6	5.3	5,814	95.6	12.3
WL	20.3	166.2	20.3	107.0	31.5	9.1	2,168	169.2	22.3
ES	1.5	494.9	60.5	152.8	4.6	3.2	229	494.9	60.5
ALL	73.6	60.5	7.4	112.2	31.4	4.5	8,254	68.1	8.6

Unit Summary: DEER BERRY U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	35	ALL	14.2	56	69	4,308	4,287	0.5	34.5	37.9	10.1	741.1
ES	LIVE	CUT	2	ALL	15.0	64	81	172	172	0.0	0.9	1.1	0.3	29.7
WL	LIVE	CUT	12	ALL	12.3	54	67	1,704	1,686	1.0	19.1	15.8	4.5	291.6
ALL	LIVE	CUT	49	ALL	13.6	56	69	6,184	6,145	0.6	54.5	54.8	14.8	1,062.5
ALL	ALL	ALL	49	ALL	13.6	56	69	6,184	6,145	0.6	54.5	54.8	14.8	1,062.5

Cruise Unit Report DEER BERRY U4

Unit Sale Notice Volume (MBF): DEER BERRY U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.6			153	65	70	18
ES	17.3			115	70	40	5
AF	11.8			60	19	36	4
ALL	14.8			327	154	146	27

Unit Cruise Design: DEER BERRY U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	22.0	22.0	22	8	2

Unit Cruise Summary: DEER BERRY U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	45	2.0	0
ES	7	18	0.8	0
AF	3	14	0.6	0
ALL	20	77	3.5	0

Unit Cruise Statistics: DEER BERRY U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	68.7	98.3	21.0	137.5	46.0	14.5	9,452	108.6	25.5
ES	27.5	128.7	27.4	214.1	24.6	9.3	5,886	131.0	29.0
AF	21.4	149.8	31.9	136.1	33.0	19.0	2,911	153.4	37.2
ALL	117.6	55.6	11.9	155.1	42.7	9.6	18,249	70.1	15.2

Unit Summary: DEER BERRY U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	3	ALL	11.8	56	70	2,703	2,703	0.0	26.2	19.9	5.8	59.5
DF	LIVE	CUT	10	ALL	14.6	60	75	7,372	6,931	6.0	43.4	50.4	13.2	152.5
ES	LIVE	CUT	7	ALL	17.3	76	96	5,232	5,232	0.0	15.0	24.4	5.9	115.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	20	ALL	14.3	62	77	15,307	14,867	2.9	84.6	94.7	24.9	327.1
ALL	ALL	ALL	20	ALL	14.3	62	77	15,307	14,867	2.9	84.6	94.7	24.9	327.1

Cruise Unit Report DEER BERRY U5

Unit Sale Notice Volume (MBF): DEER BERRY U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.1			276	56	196	24
ES	10.6			181		143	38
WL	11.9			120	31	75	14
AF	9.7			77		43	34
LP	8.6			18		18	
ALL	11.8			671	87	474	110

Unit Cruise Design: DEER BERRY U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	67.2	67.1	35	9	1

Unit Cruise Summary: DEER BERRY U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	13	73	2.1	0
WL	3	31	0.9	0
ES	6	32	0.9	0
AF	4	14	0.4	0
LP	1	3	0.1	0
ALL	27	153	4.4	0

Unit Cruise Statistics: DEER BERRY U5

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	52.5	100.3	17.0	112.0	24.6	6.8	5,874	103.3	18.3
WL	22.3	124.8	21.1	165.1	25.9	15.0	3,677	127.5	25.9
ES	23.0	148.6	25.1	124.7	29.9	12.2	2,868	151.6	27.9
AF	10.1	173.6	29.3	122.5	37.1	18.6	1,232	177.6	34.7
LP	2.2	331.4	56.0	124.0	0.0	0.0	267	331.4	56.0
ALL	109.9	50.9	8.6	126.6	28.1	5.4	13,918	58.1	10.2

Unit Summary: DEER BERRY U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	4	ALL	9.7	67	85	1,144	1,144	0.0	18.2	9.3	3.0	76.9
DF	LIVE	CUT	13	ALL	14.1	61	76	4,327	4,104	5.2	33.8	36.6	9.8	275.8
ES	LIVE	CUT	6	ALL	10.6	60	75	2,689	2,689	0.0	35.2	21.6	6.6	180.7
LP	LIVE	CUT	1	ALL	8.6	74	93	267	267	0.0	5.3	2.2	0.7	18.0
WL	LIVE	CUT	3	ALL	11.9	86	109	1,820	1,779	2.3	14.0	10.8	3.1	119.6
ALL	LIVE	CUT	27	ALL	11.8	66	82	10,247	9,983	2.6	106.5	80.5	23.2	670.8
ALL	ALL	ALL	27	ALL	11.8	66	82	10,247	9,983	2.6	106.5	80.5	23.2	670.8

Cruise Unit Report DEER BERRY U6

Unit Sale Notice Volume (MBF): DEER BERRY U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	14.9			227	96	115	16	
ES	14.8			48	17	25	6	
WL	13.2			4		3	1	
PP	17.8			3				3
ALL	14.9			281	113	143	23	3

Unit Cruise Design: DEER BERRY U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	32.7	32.7	25	9	2

Unit Cruise Summary: DEER BERRY U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	25	81	3.2	0
ES	4	8	0.3	0
PP	1	2	0.1	0
WL	1	1	0.0	0
ALL	31	92	3.7	0

Unit Cruise Statistics: DEER BERRY U6

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	81.5	77.8	15.6	130.0	35.9	7.2	10,591	85.7	17.1
ES	8.0	281.3	56.2	180.6	10.9	5.4	1,454	281.5	56.5
PP	2.0	346.1	69.2	90.8	0.0	0.0	183	346.1	69.2
WL	1.0	500.0	100.0	122.1	0.0	0.0	123	500.0	100.0
ALL	92.6	64.6	12.9	133.4	34.8	6.2	12,350	73.3	14.3

Unit Summary: DEER BERRY U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	14.9	61	75	7,164	6,930	3.3	44.0	53.3	13.8	226.6
ES	LIVE	CUT	4	ALL	14.8	70	88	1,454	1,454	0.0	6.7	8.0	2.1	47.5
PP	LIVE	CUT	1	ALL	17.8	56	73	91	91	0.0	0.6	1.0	0.2	3.0
WL	LIVE	CUT	1	ALL	13.2	58	72	123	123	0.0	1.1	1.0	0.3	4.0
ALL	LIVE	CUT	31	ALL	14.9	62	77	8,831	8,598	2.6	52.4	63.4	16.4	281.1
ALL	ALL	ALL	31	ALL	14.9	62	77	8,831	8,598	2.6	52.4	63.4	16.4	281.1

Cruise Unit Report DEER BERRY U7

Unit Sale Notice Volume (MBF): DEER BERRY U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	11.5			333	59	181	94
ES	12.3			85	48	27	11
ALL	11.6			418	106	208	105

Unit Cruise Design: DEER BERRY U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	29.1	29.1	24	8	1

Unit Cruise Summary: DEER BERRY U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WL		1	0.0	0
DF	27	78	3.3	0
ES	5	15	0.6	0
ALL	32	94	3.9	0

Unit Cruise Statistics: DEER BERRY U7

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 (%)
WL	1.4	489.9	100.0						
DF	109.2	69.8	14.3	123.9	35.2	6.8	13,531	78.2	15.8
ES	21.0	199.1	40.6	160.6	45.8	20.5	3,374	204.3	45.5
ALL	131.6	48.2	9.8	129.8	38.3	6.8	17,087	61.6	11.9

Unit Summary: DEER BERRY U7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	27	ALL	11.5	57	71	11,676	11,449	1.9	128.1	92.4	27.3	333.2
ES	LIVE	CUT	5	ALL	12.3	55	68	2,924	2,924	0.0	22.1	18.2	5.2	85.1
ALL	LIVE	CUT	32	ALL	11.6	57	70	14,600	14,373	1.6	150.2	110.6	32.4	418.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	32	ALL	11.6	57	70	14,600	14,373	1.6	150.2	110.6	32.4	418.3

Cruise Unit Report Q DEER BERRY ROW

Unit Sale Notice Volume (MBF): Q DEER BERRY ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	17.7			19	12	6	2
AF	14.9			9	3	5	1
ES	12.3			6		5	2
ALL	15.3			34	15	15	4

Unit Cruise Design: Q DEER BERRY ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (33.61) Measure All, Sighting Ht = 4.5 ft	5.0	5.0	14	14	8

Unit Cruise Summary: Q DEER BERRY ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	10	0.7	0
AF	4	4	0.3	0
ES	4	4	0.3	0
ALL	18	18	1.3	0

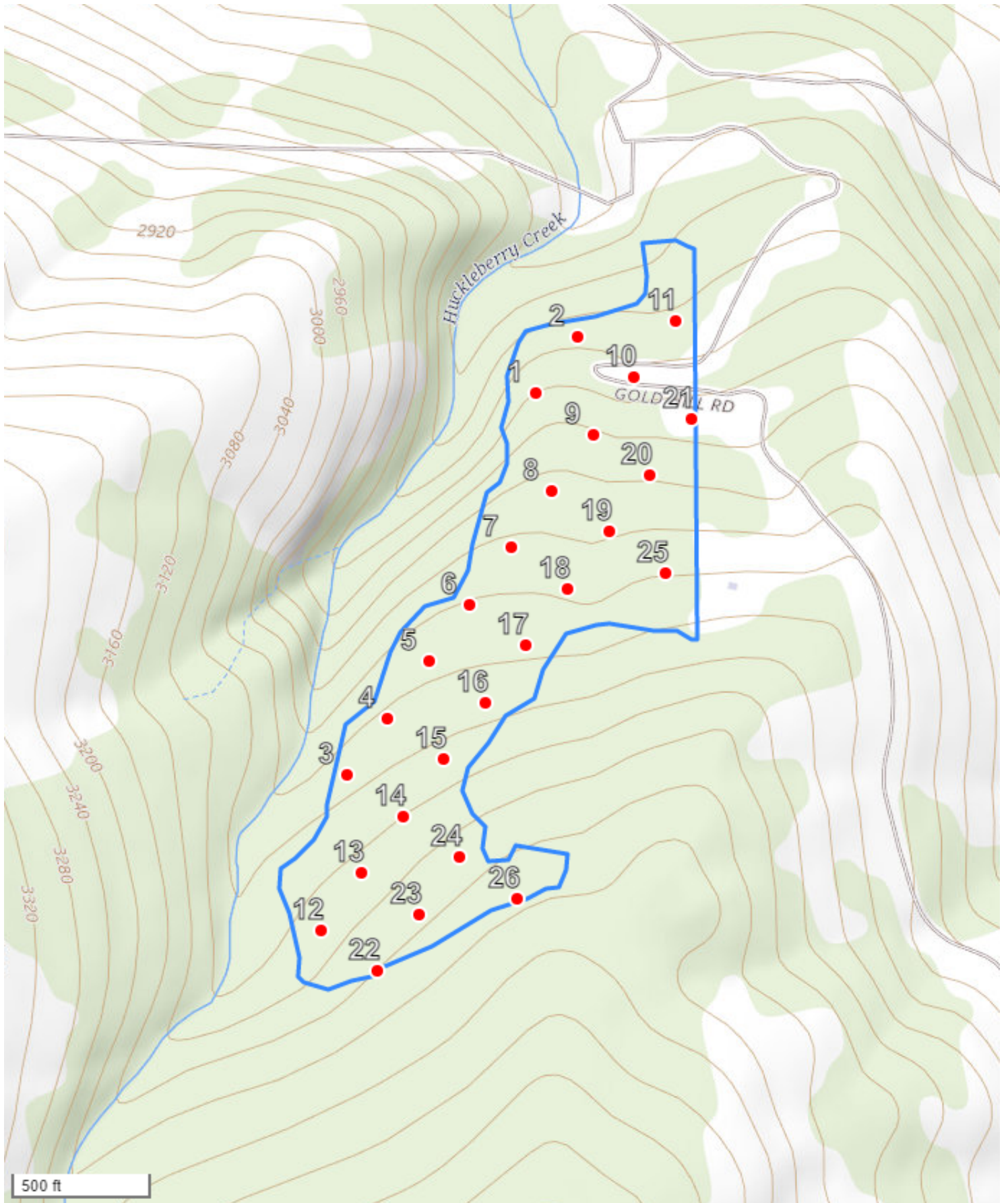
Unit Cruise Statistics: Q DEER BERRY ROW

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	24.0	139.2	37.2	159.1	39.2	12.4	3,820	144.6	39.2
AF	9.6	288.9	77.2	184.1	24.3	12.1	1,768	289.9	78.2
ES	9.6	213.9	57.2	132.9	31.0	15.5	1,276	216.2	59.2
ALL	43.2	141.2	37.7	158.9	34.6	8.2	6,865	145.4	38.6

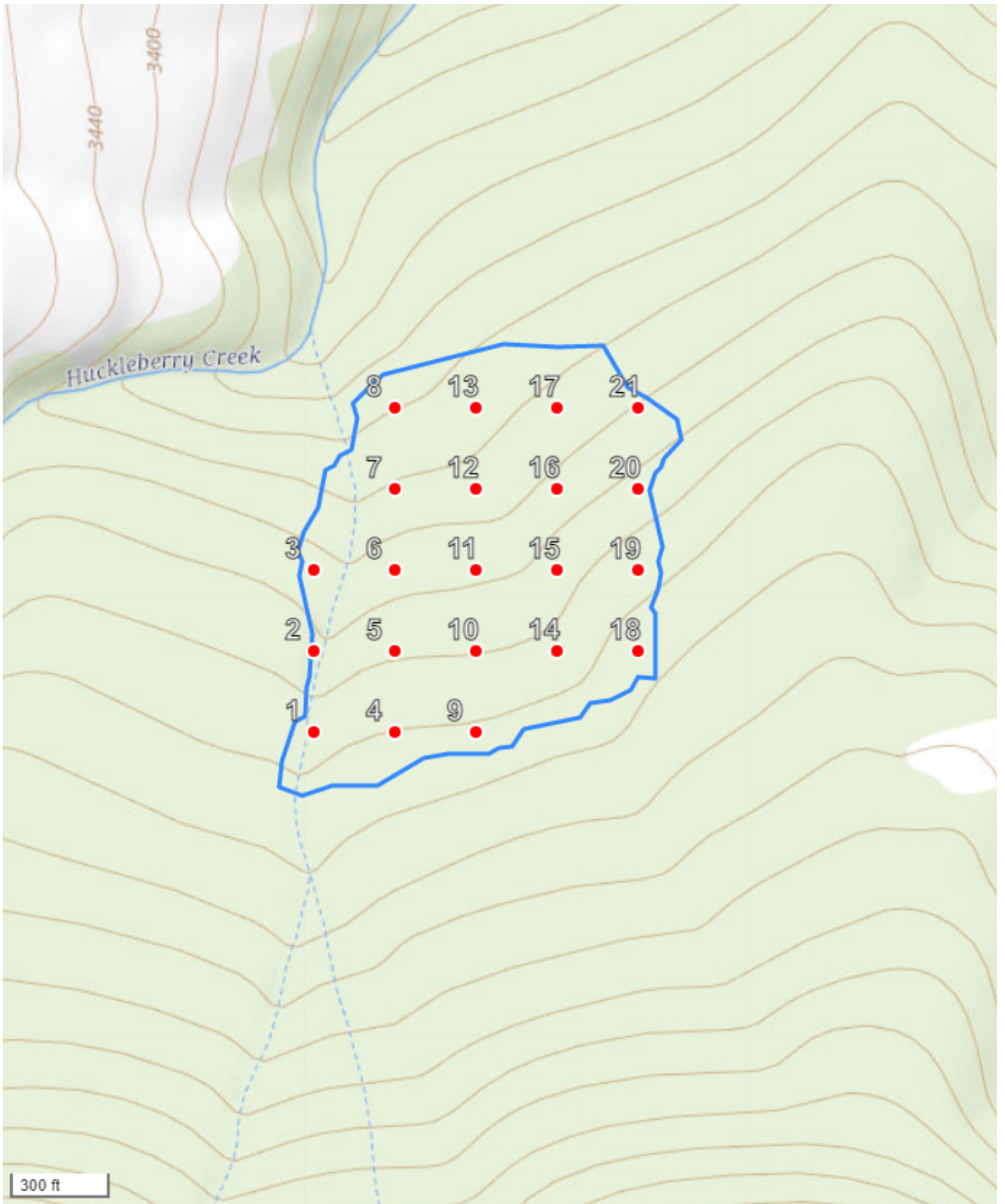
Unit Summary: Q DEER BERRY ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	4	ALL	14.9	74	94	1,768	1,768	0.0	7.9	9.6	2.5	8.8
DF	LIVE	CUT	10	ALL	17.7	65	81	4,241	3,820	9.9	14.1	24.0	5.7	19.1
ES	LIVE	CUT	4	ALL	12.3	61	76	1,327	1,276	3.8	11.6	9.6	2.7	6.4

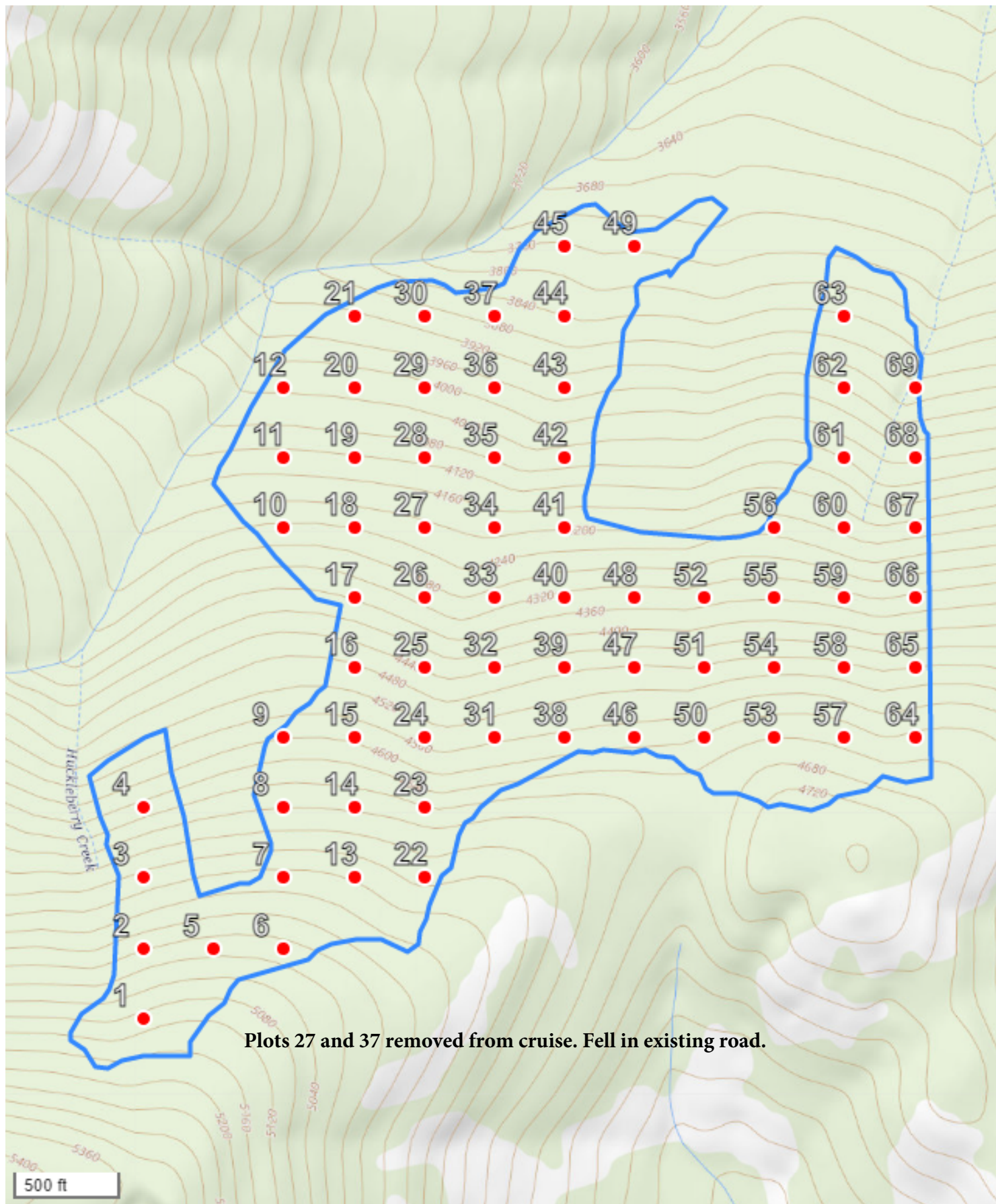
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	18	ALL	15.4	66	82	7,336	6,865	6.4	33.6	43.2	10.9	34.3
ALL	ALL	ALL	18	ALL	15.4	66	82	7,336	6,865	6.4	33.6	43.2	10.9	34.3



FMA Name: DEER BERRY U1	N Plots: 26	Plot Spacing: 250.7 ft
Grid Name: DEER BERRY U1 - 1	Acres Treated: 37.62	Main Azimuth: 35.9 deg

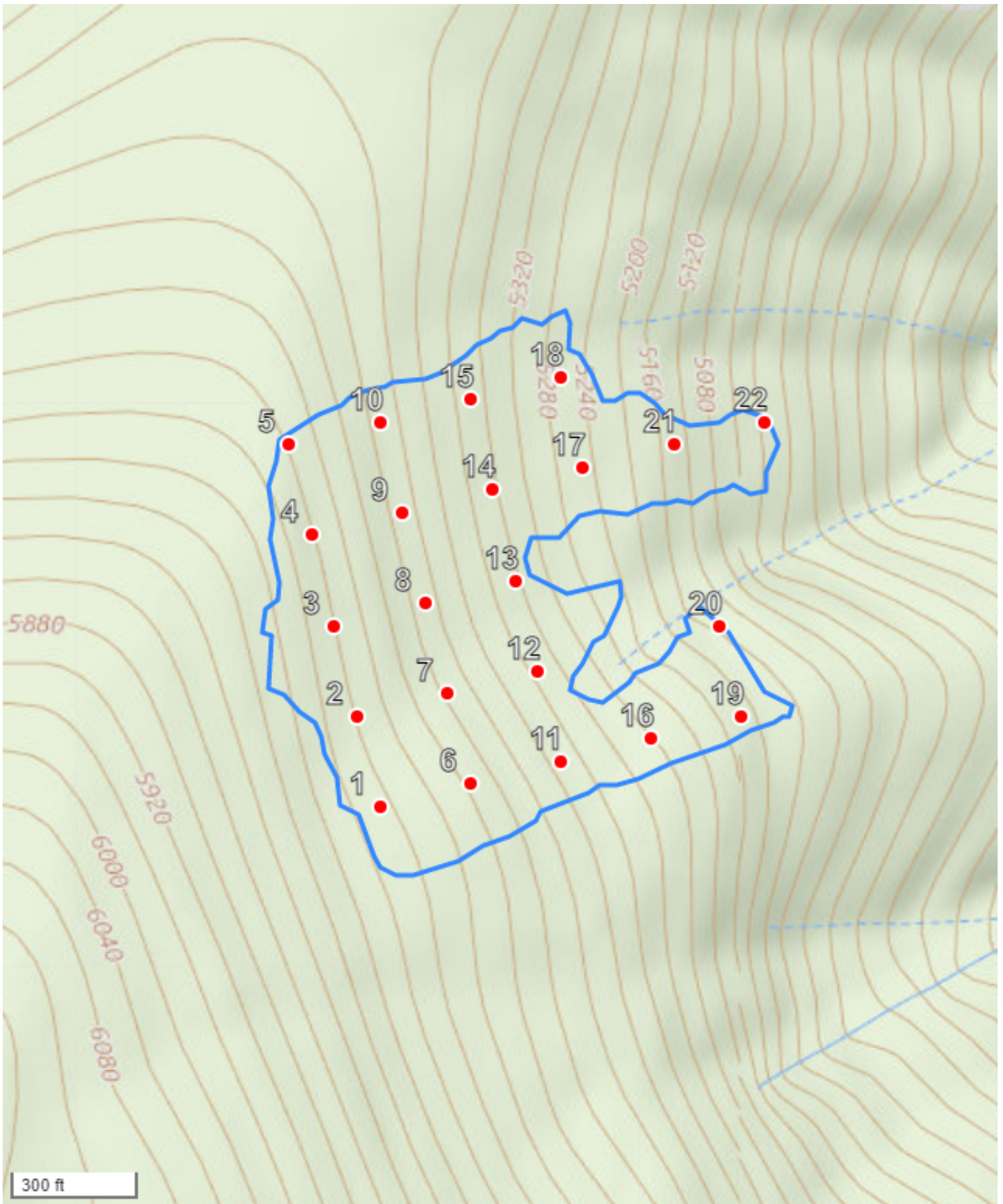


FMA Name: DEER BERRY U2	N Plots: 21	Plot Spacing: 242.4 ft
Grid Name: DEER BERRY U2 - 1	Acres Treated: 27.04	Main Azimuth: 0 deg

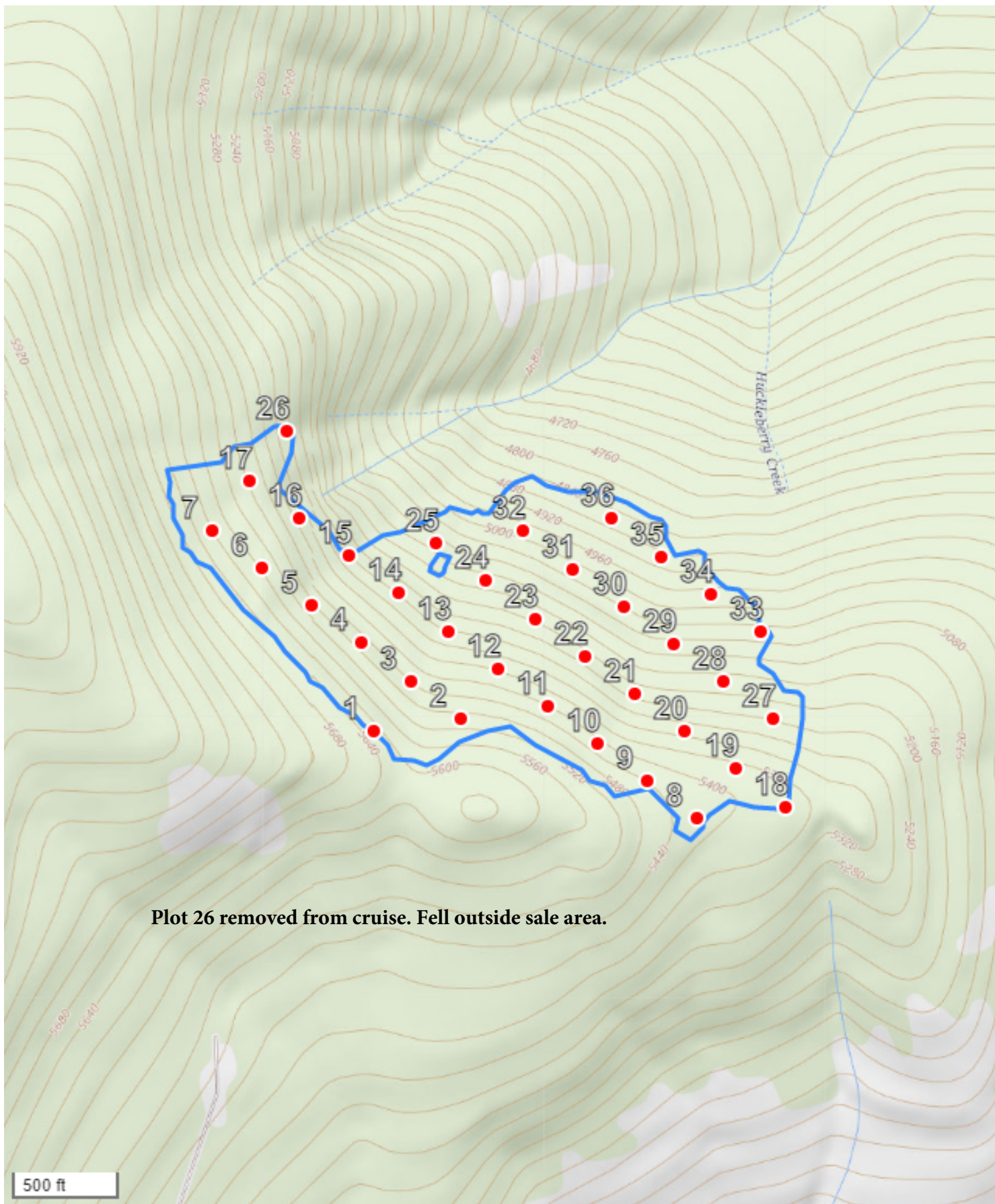


Plots 27 and 37 removed from cruise. Fell in existing road.

FMA Name: DEER BERRY U3	N Plots: 69	Plot Spacing: 328.9 ft
Grid Name: DEER BERRY U3 - 1	Acres Treated: 176.76	Main Azimuth: 360 deg

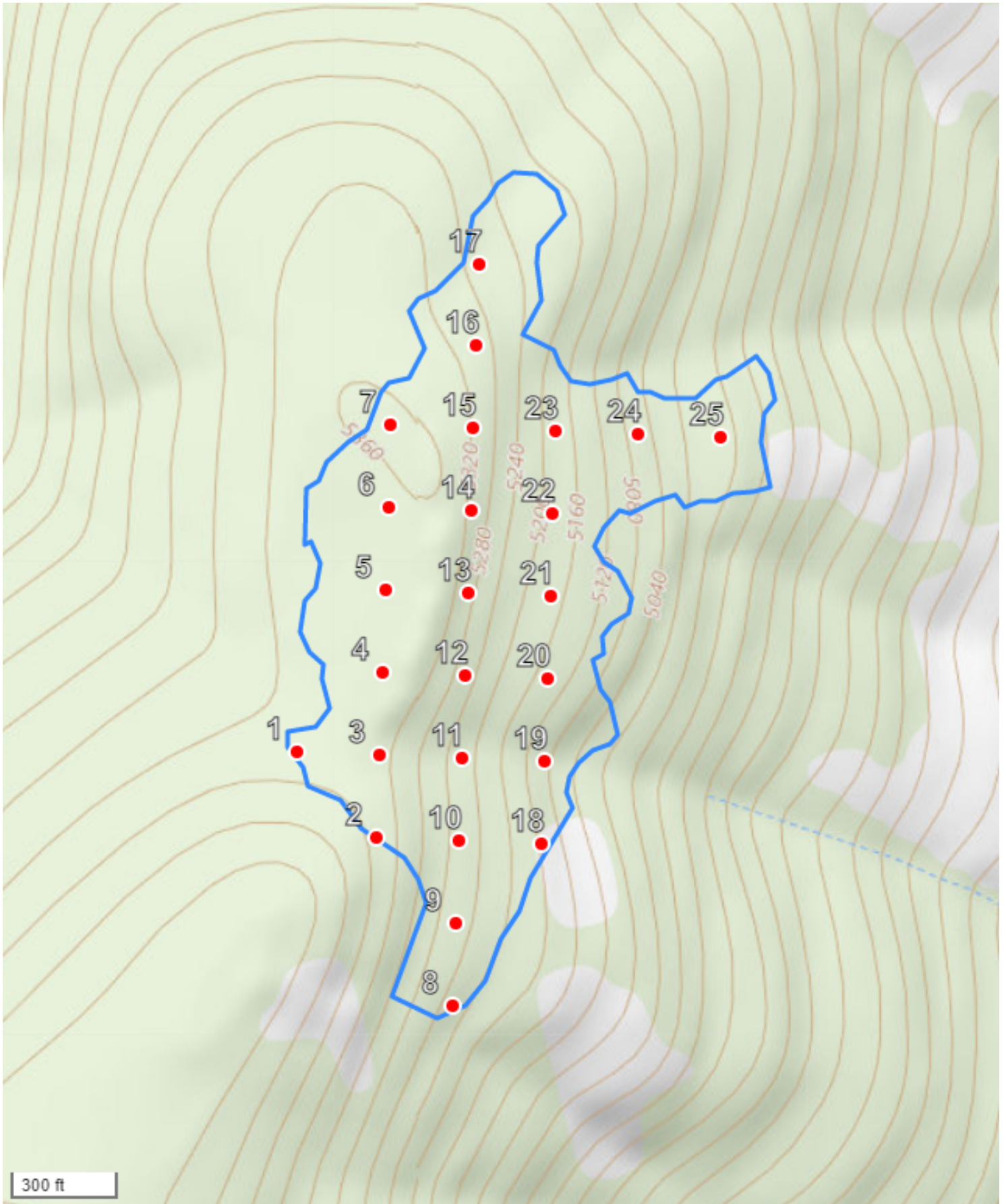


FMA Name: DEER BERRY U4	N Plots: 22	Plot Spacing: 218.5 ft
Grid Name: DEER BERRY U4 - 1	Acres Treated: 21.98	Main Azimuth: 346 deg

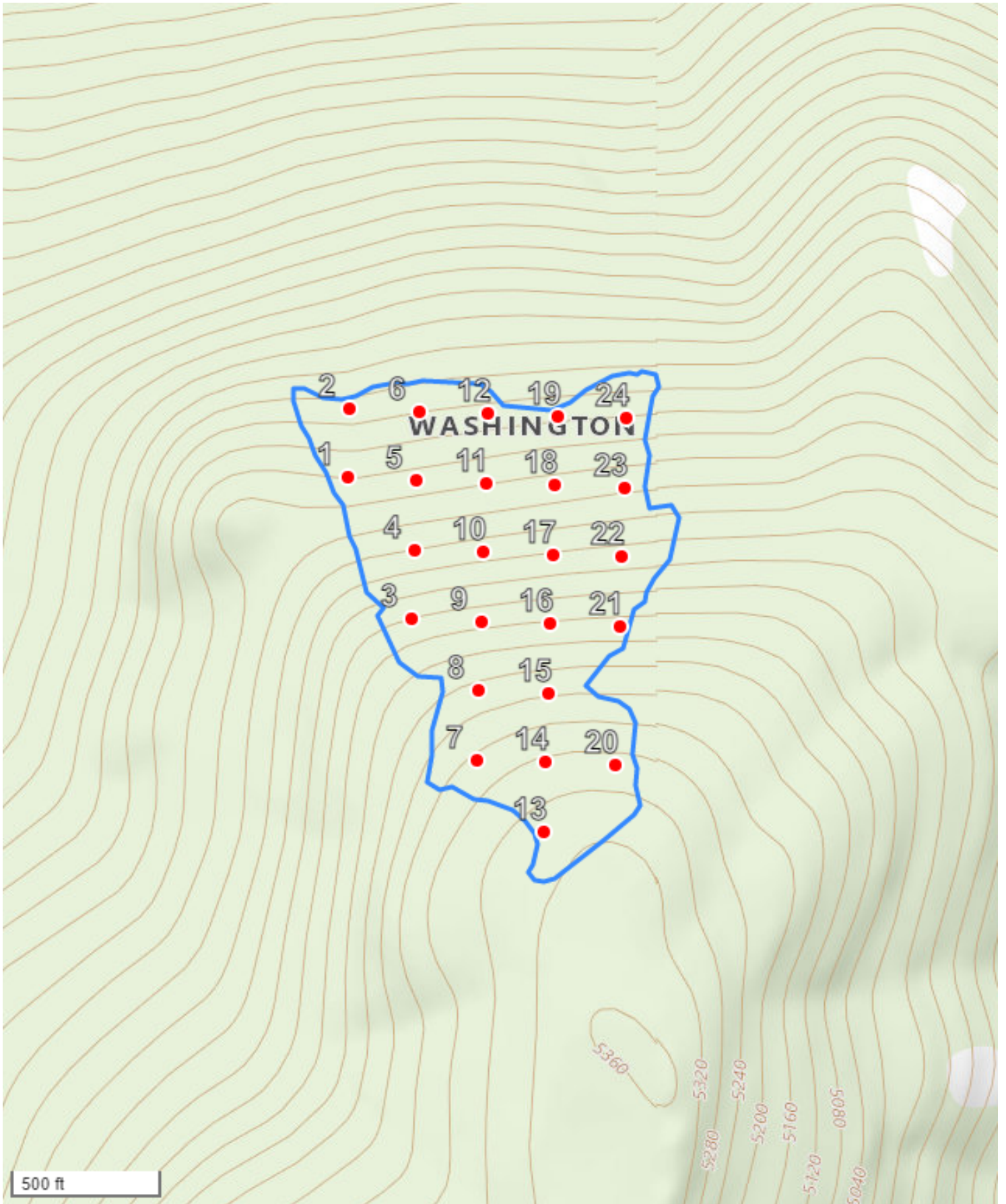


Plot 26 removed from cruise. Fell outside sale area.

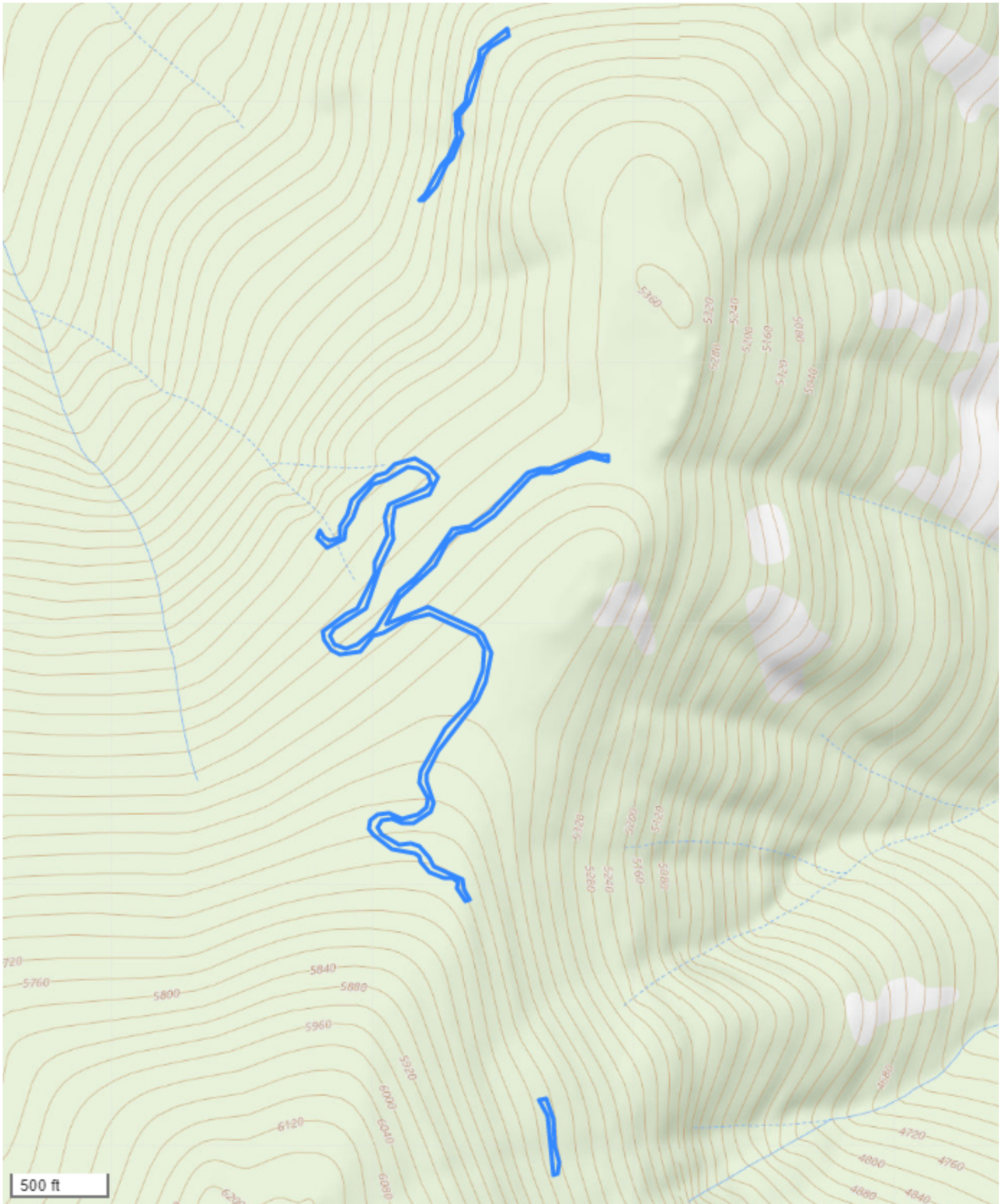
FMA Name: DEER BERRY U5	N Plots: 36	Plot Spacing: 292.7 ft
Grid Name: DEER BERRY U5 - 1	Acres Treated: 67.06	Main Azimuth: 307 deg



FMA Name: DEER BERRY U6	N Plots: 25	Plot Spacing: 229.4 ft
Grid Name: DEER BERRY U6 - 1	Acres Treated: 32.71	Main Azimuth: 2 deg



FMA Name: DEER BERRY U7	N Plots: 24	Plot Spacing: 229.4 ft
Grid Name: DEER BERRY U7 - 1	Acres Treated: 29.08	Main Azimuth: 2 deg



FMA Name: Q DEER BERRY ROW	N Plots:	Plot Spacing: NaN ft
Grid Name: Q DEER BERRY ROW	Acres Treated: 4.98	Main Azimuth: NaN deg

PRE-CRUISE NARRATIVE

Sale Name: Q Deer Berry	Region: Northeast
Agreement #: 30-0104199	District: Highlands
Contact Forester: Matt Smith Phone / Location: 509-995-7968	County(s): Okanogan
Alternate Contact: Andy Townsend Phone / Location: 509-223-4044	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based 225.1 acres	70
Harvest System: Uphill Cable 112.3 acres	30
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	S32 T39 R25	03	37.0	0	0	1.5	0	35.5	GPS (Garmin)
2	S32 T39 R25	03	27.0	0	0	1.1	0	25.9	GPS (Garmin)
3	S5 T38 R25	03	176.2	0	0	3.3	0	172.9	GPS (Garmin)
4	S6 T38 R25	03	22.0	0	0	0	0	22	GPS (Garmin)
5	S6 T38 R25	03	67.2	0	0.2	0	0.1 (void)	66.9	GPS (Garmin)
6	S31 T39 R25	03	32.7	0	7.6	0	0	25.1	GPS (Garmin)
7	S31 T39 R25	03	29.1	0	0	0	0	29.1	GPS (Garmin)

ROW	S6T38R25	03	5.3	0	0	0	0	5.3	
TOTAL ACRES			398.4	0	7.8	5.9	0	382.7	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Remove all conifers not banded with Blue paint. Leave all hardwoods. Leave at least 2 of the largest snags per acre.	None	Minimum of 13 leave trees will be left per acre. This sale complies with Loomis Landscape Plan.
2	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Remove all conifers not banded with Blue paint. Leave all hardwoods. Leave at least 2 of the largest snags per acre.	None	Minimum of 13 leave trees will be left per acre. This sale complies with Loomis Landscape Plan.
3	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Remove all conifers not banded with Blue paint. Leave all hardwoods. Leave at least 2 of the largest snags per acre.	None	Minimum of 13 leave trees will be left per acre. This sale complies with Loomis Landscape Plan.
4	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Remove all conifers not banded with Blue paint. Leave all hardwoods. Leave at least 2 of the largest snags per acre.	None	Minimum of 13 leave trees will be left per acre. This sale complies with Loomis Landscape Plan.
5	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Remove all conifers not banded with Blue paint. Leave all hardwoods. Leave at least 2 of the largest snags per acre.	None	Minimum of 13 leave trees will be left per acre. This sale complies with Loomis Landscape Plan.
6	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Remove all conifers not banded with Blue paint. Leave all hardwoods. Leave at least 2 of the largest snags per acre.	None	Minimum of 13 leave trees will be left per acre. This sale complies with Loomis Landscape Plan.

7	Boundaries marked with white "Timber Sale Boundary" tags, orange flashers, and pink flagging. Remove all conifers not banded with Blue paint. Leave all hardwoods. Leave at least 2 of the largest snags per acre.	None	Minimum of 13 leave trees will be left per acre. This sale complies with Loomis Landscape Plan.
ROW	Remove all timber within orange "Right-of-Way" tags	None	N/A

OTHER PRE-CRUISE INFORMATION:

Unit#	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, WL/ 370 MBF	Accessed from Huckleberry road off of Toats Coulee rd.	Region Provided Maps
2	DF, WL/ 200 MBF	Accessed from Huckleberry road off of Toats Coulee rd.	Region Provided Maps
3	DF, WL/ 880 MBF	Accessed from Huckleberry road off of Toats Coulee rd.	Region Provided Maps
4	DF,ES/ 260 MBF	Accessed from spur off Huckleberry road. Use Loomis Best lock key at gate	Region Provided Maps
5	DF,ES/ 1360 MBF	Accessed from spur off Huckleberry road or from South Tillman road off of Cecil Creek road. Use Loomis Best lock key at gate.	Region Provided Maps
6	DF,ES/ 330 MBF	Accessed from spur off Huckleberry road off of Toats Coulee rd. Use Loomis Best lock key at gate.	Region Provided Maps
7	DF,ES / 405 MBF	Accessed from spur off Huckleberry road off of Toats Coulee rd. Use Loomis Best lock key at gate.	Region Provided Maps
ROW	DF, SAP/ 20 MBF	Accessed from spur off Huckleberry road off of Toats Coulee rd. Use Loomis Best lock key at gate..	Region Provided Maps
TOTAL MBF	3825		

REMARKS:

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Prepared By: Matt Smith Date: 10/27/2022	Title: Highlands Forester	CC:
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**Forest Practices Application/Notification
Notice of Decision**

FPA/N No: 3026304

Effective Date: 6/20/23

Expiration Date: 6/20/26

Shut Down Zone: 678

EARR Tax Credit: Eligible Non-eligible

Reference: Q Deer Berry

1-38-24 5,6,7-38-25 26,31,32-39-25

Decision

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

FPA/N Classification

- Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

- 4 years 5 years

Conditions on Approval/Reasons for Disapproval

Approved with no conditions

Issued By: Kyle Buckmiller

Region: Northeast

Title: Forest Practices Forester

Date: 06/20/2023

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: Glad Hook

Date: 06/21/2023

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](#). The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Northeast Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	DNR Northeast Region 221 S. Silke Road Colville, WA 99114

Information regarding the Pollution Control Hearings Board can be found at: <http://www.eluho.wa.gov/>

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I, Glad Hook, caused the Notice of Decision for FPA/N No. 3026304 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

6-21-2023
(Date)

Colville, Washington
(City & State where signed)

Glad Hook
(Signature)

Washington State Department of Natural Resources

Sale Name: Deer Berry

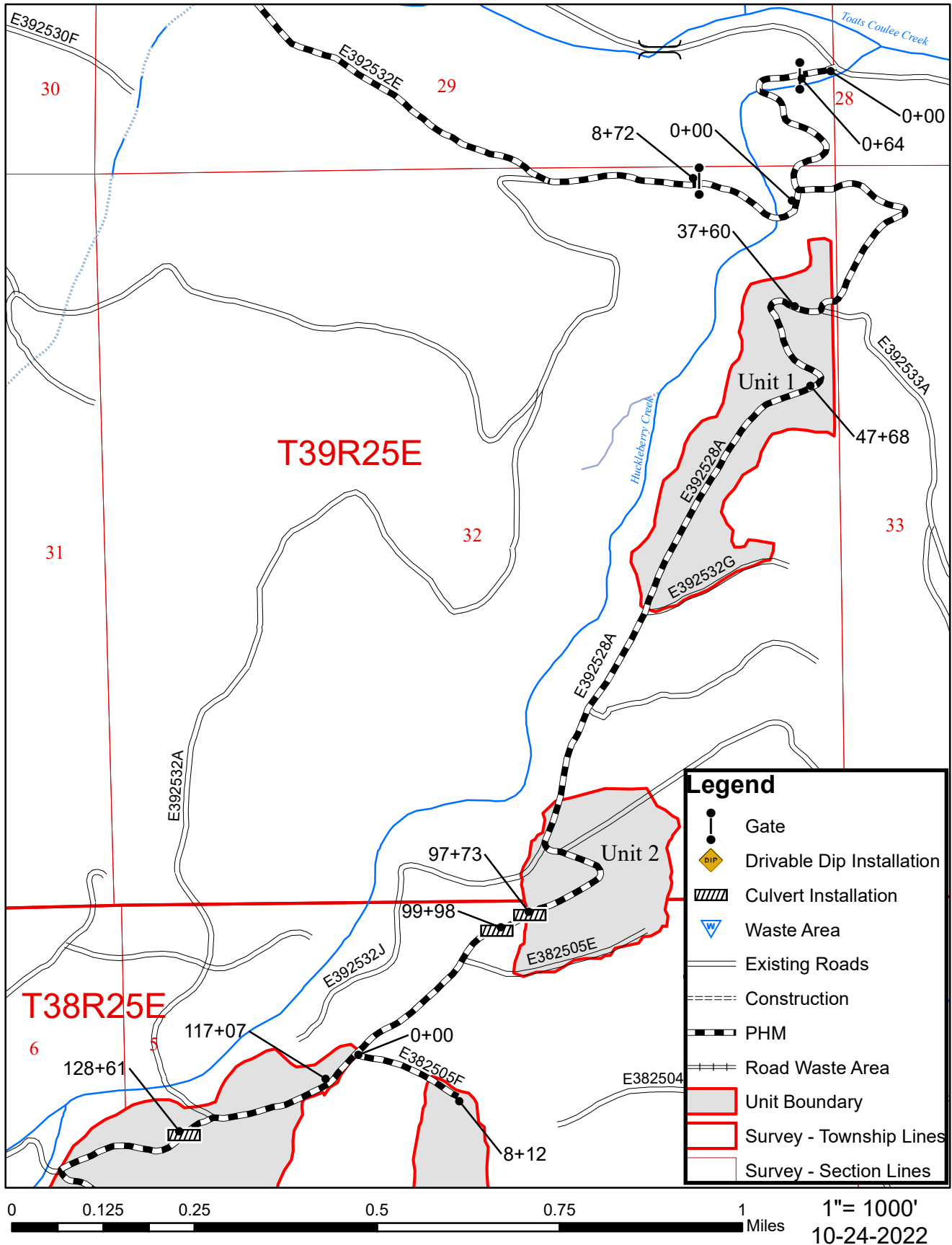
Road Plan Map

Region: Northeast

Agreement No: 30-104199

Page 1 of 6

County: Okanogan



Washington State Department of Natural Resources

Sale Name: Deer Berry

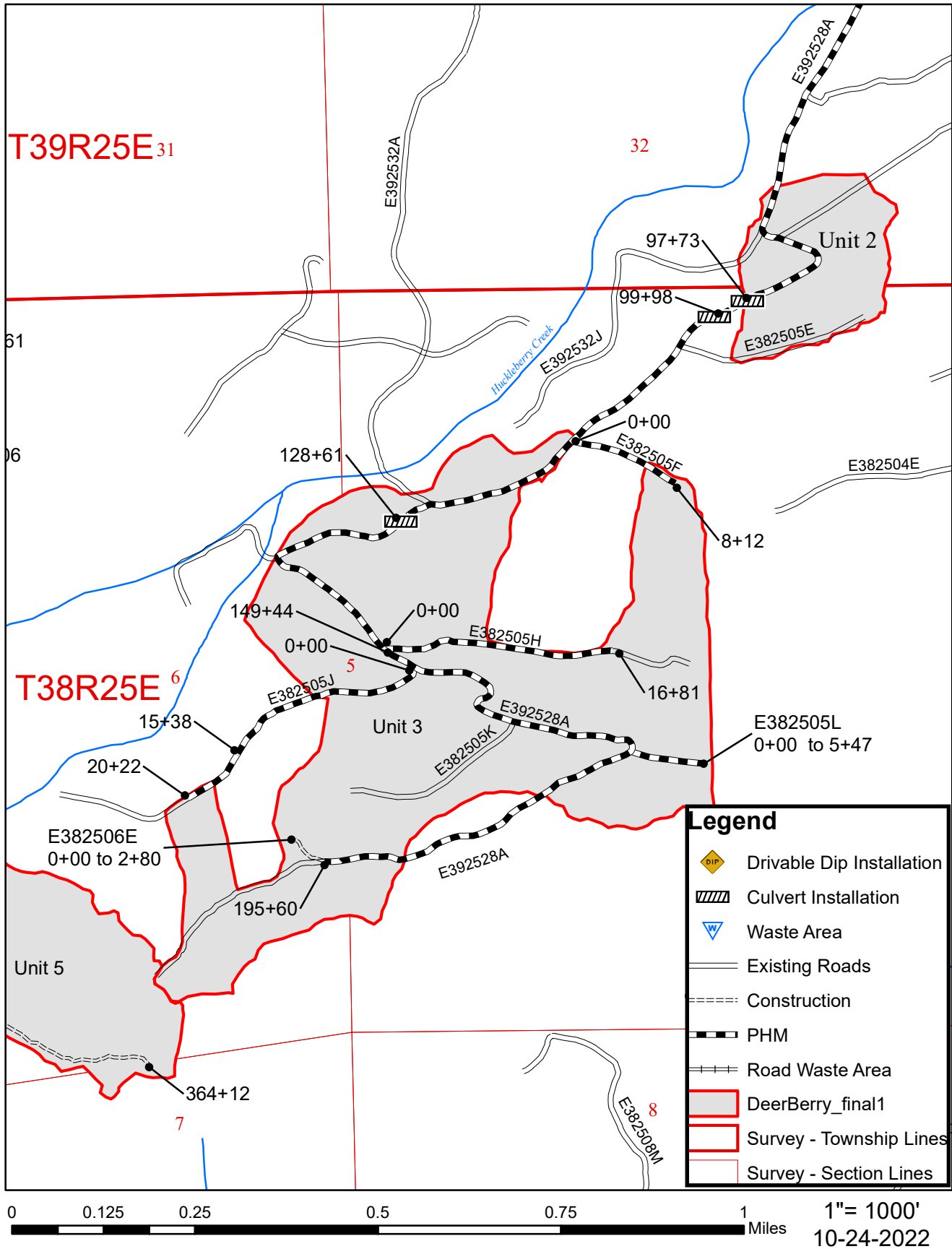
Road Plan Map

Region: Northeast

Agreement No: 30-104199

Page 2 of 6

County: Okanogan



Washington State Department of Natural Resources

Sale Name: Deer Berry

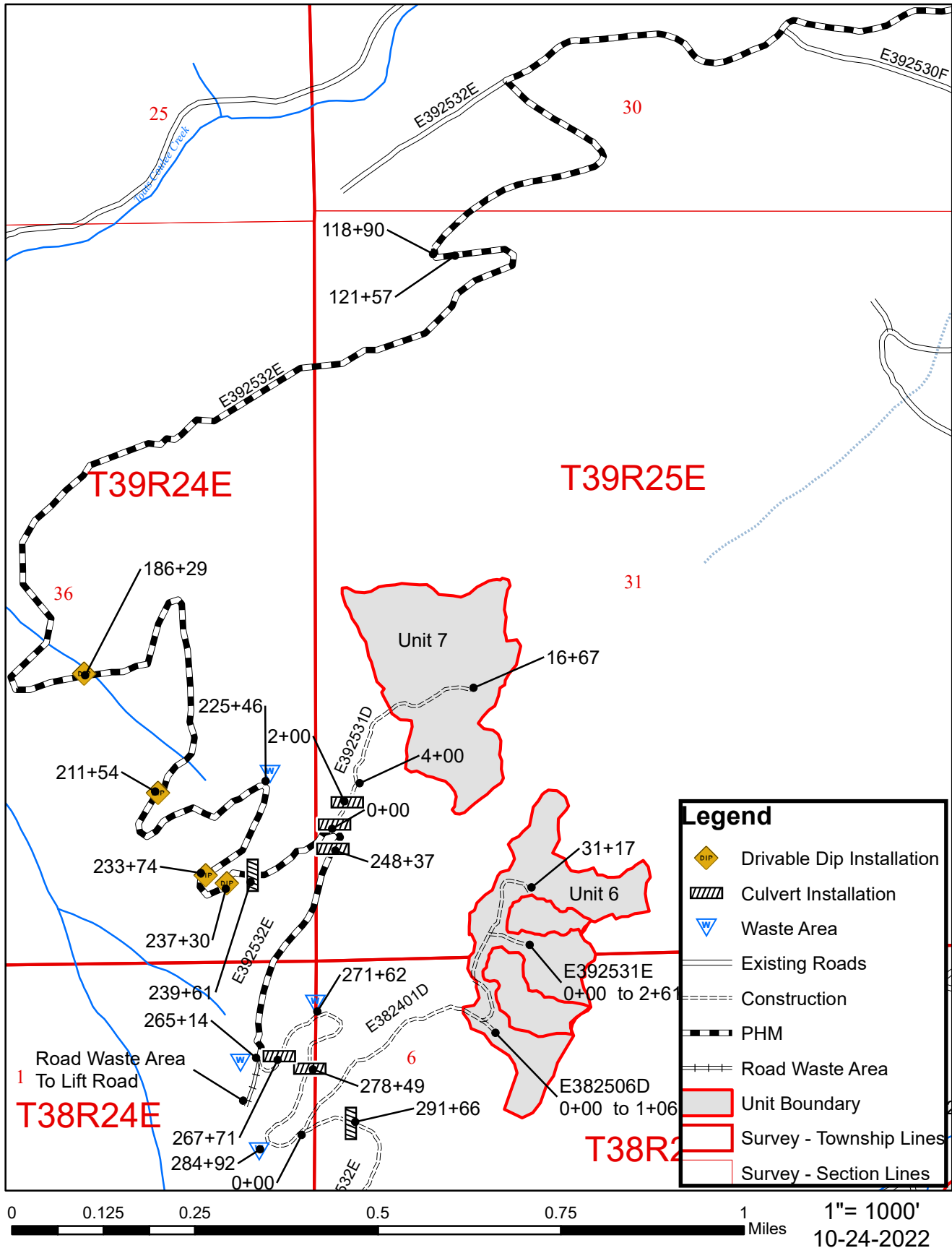
Road Plan Map

Region: Northeast

Agreement No: 30-104199

Page 3 of 6

County: Okanogan



Washington State Department of Natural Resources

Sale Name: Deer Berry

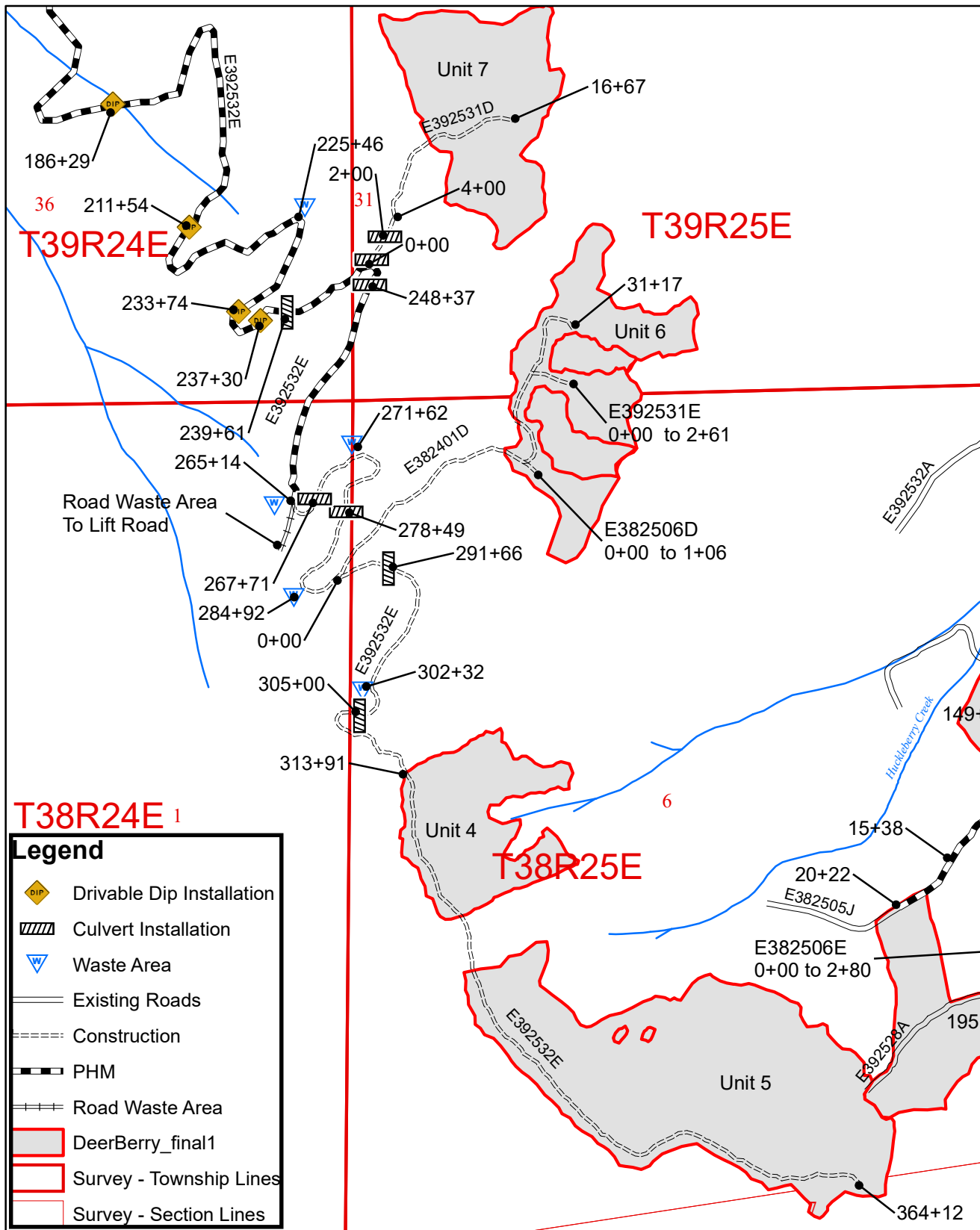
Road Plan Map

Region: Northeast

Agreement No: 30-104199

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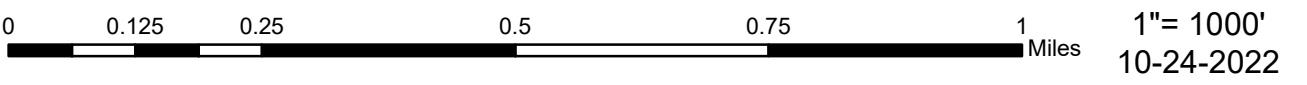
County: Okanogan



T38R24E 1

Legend

- Drivable Dip Installation
- Culvert Installation
- Waste Area
- Existing Roads
- Construction
- PHM
- Road Waste Area
- DeerBerry_final1
- Survey - Township Lines
- Survey - Section Lines



Washington State Department of Natural Resources

Sale Name: Deer Berry

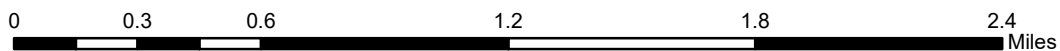
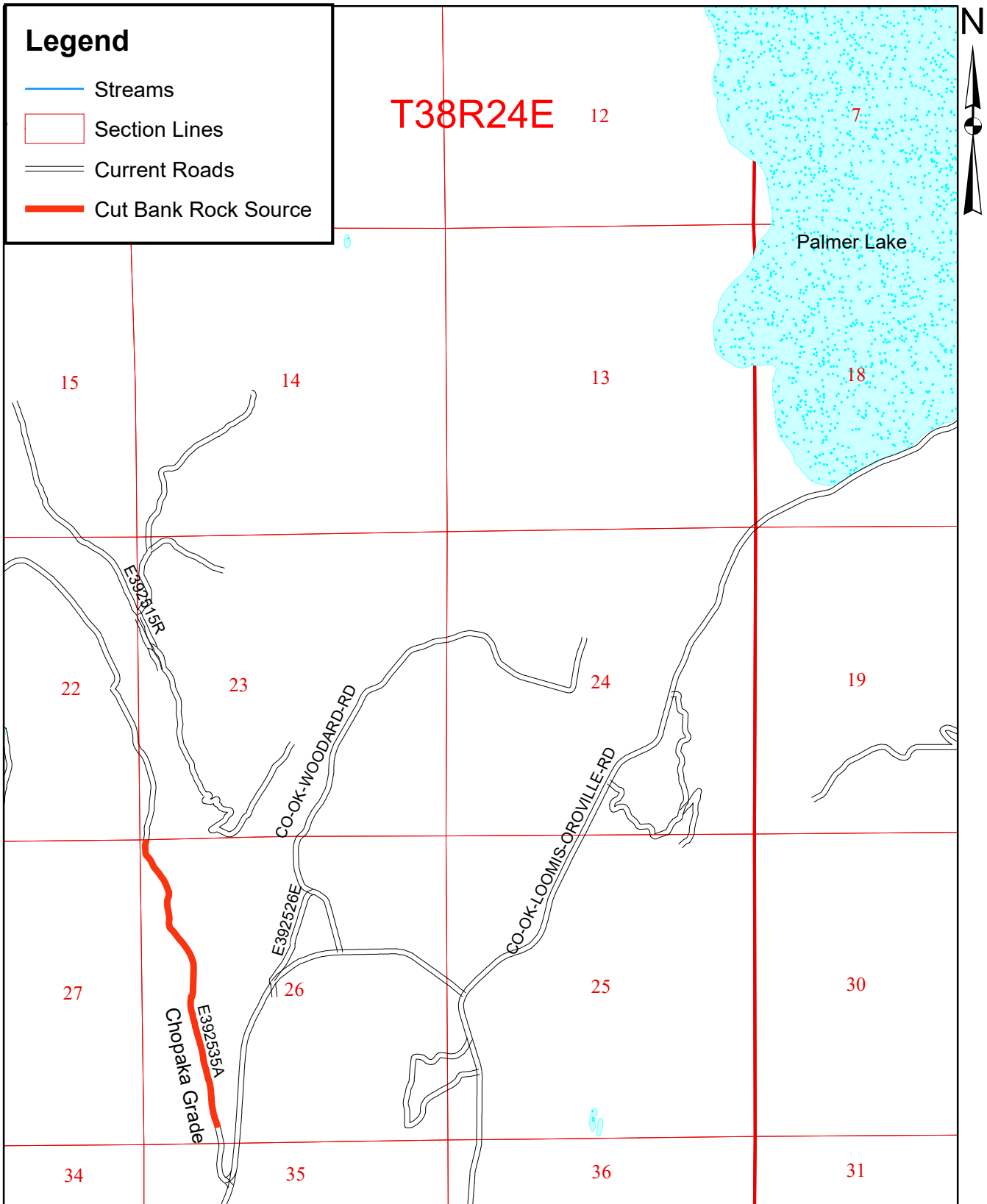
Road Plan Map

Region: Northeast

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County: Okanogan



10-24-2022
1 inch = 500 ft

Washington State Department of Natural Resources

Sale Name: Deer Berry

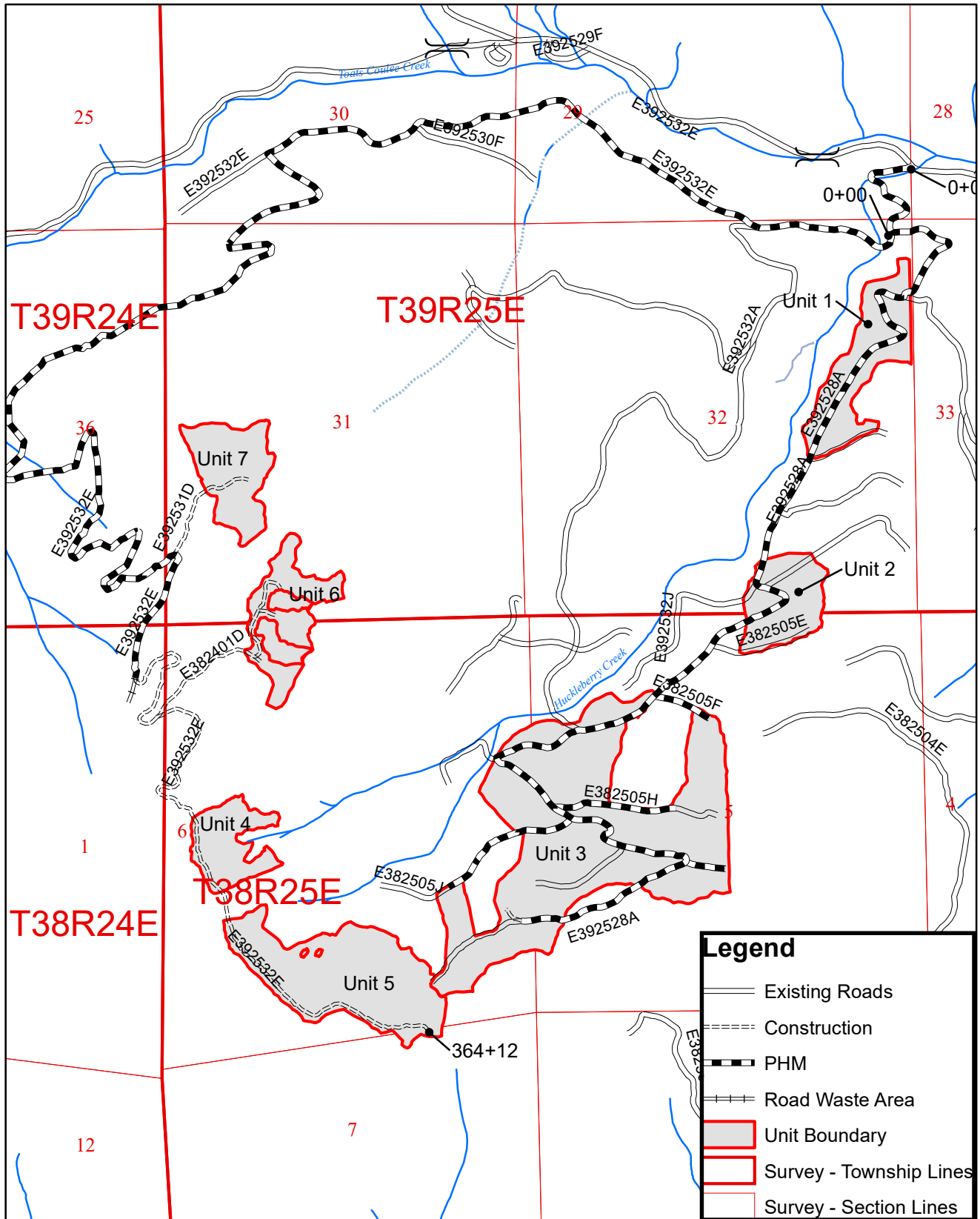
Road Plan Map

Region: Northeast

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County: Okanogan



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

DEER BERRY TIMBER SALE ROAD PLAN
OKANOGAN COUNTY
HIGHLANDS DISTRICT
NORTHEAST REGION

AGREEMENT NO.: 30-104199

STAFF ENGINEER: COLIN ROJAS

DATE: 10/24/2022

DRAWN & COMPILED BY: COLIN ROJAS

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>
E382401D	31.17	Construction
E382505F	8.12	Pre Haul Maintenance
E382505H	16.81	Pre Haul Maintenance
E382505J	20.22	Pre Haul Maintenance
E382505L	5.47	Pre Haul Maintenance
E382506D	1.06	Construction
E382506E	2.80	Construction
E392528A	195.60	Pre Haul Maintenance
E392531D	16.67	Construction
E392531E	2.61	Construction
E392532E	265.14	Pre Haul Maintenance
E392532E	98.98	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to clearing & grubbing, pioneering & decking logs, subgrade construction, rolling dip, cross drain, and culvert installation, Fish passage structure installation, cut & fill, embankment construction, riprap and rock application. Construct to the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications, unless otherwise specified in design details.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E382401D	0+00 to 31+17	See sections 3, 4, and 5
E382506D	0+00 to 1+06	See sections 3, 4, and 5
E382506E	0+00 to 2+80	See sections 3, 4, and 5
E392531D	0+00 to 16+67	See sections 3, 4, and 5
E392531E	0+00 to 2+61	See sections 3, 4, and 5
E392532E	265+14 to 364+12	See sections 3, 4, and 5

0-6 PRE-HAUL MAINTENANCE

Maintenance includes, but is not limited to brushing, subgrade reshaping, subgrade lifting, rolling dip, and culvert installation, grading, riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications. Boundaries

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E382505F	0+00 to 8+12	Brushing, grubbing, pre haul grading
E382505H	0+00 to 16+81	Brushing, grubbing, pre haul grading
E382505J	0+00 to 20+22	Brushing, grubbing, pre haul grading
E382505L	0+00 to 5+47	Brushing, grubbing, pre haul grading
E392528A	0+00 to 195+60	Brushing, grubbing, pre haul grading, and culvert installation
E392532E	0+00 to 265+14	Brushing, pre haul grading, culvert installation, drivable dip installation, and ditch construction

0-7 POST-HAUL MAINTENANCE

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

0-9 DECOMMISSIONING

This project includes decommissioning listed in Clause 9-20ROAD DECOMMISSIONING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 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. These tolerances do not supersede clauses 1-6, 4-3, and 4-4.

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

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

1-7 TEMPORARY ROAD CLOSURE

The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction shall not close any road for more than 21 consecutive days.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

The Purchaser is responsible for the repair or replacement of all materials, roadway infrastructure, and road components damaged during road work or operation activities.

Repairs and replacements shall be directed by the Contract Administrator. Repairs to structural materials will be made according to the manufacturer's recommendation, and shall not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state's marked location. All road work is marked as follows:

- Road work and maintenance is marked with orange flagging or red tipped stakes

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

The Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before any road work begins.

1-23 ROAD WORK PHASE APPROVAL

Written approval by Contract Administrator must be received upon completion of the following phases of road work:

- Subgrade construction
- Drainage installation
- Subgrade compaction

1-25 ACTIVITY TIMING RESTRICTION

No operation of road construction equipment will be allowed on weekends or state recognized holidays, without written approval from the Contract Administrator.

Construction restrictions apply to this contract. All construction and transportation of heavy equipment and/or trucks is prohibited between the following dates, except as may be authorized in writing by the Contract Administrator.

March 15th - June 1st

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTIONS, the Purchaser shall provide a maintenance plan to include further

protection of state resources. The Contract Administrator must approve the maintenance plan, in writing, before operation in the closure period. The Purchaser shall be required to maintain all haul roads at their own expense.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 4 inches on jaw run/pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 8 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- In the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

A grader shall be used to shape existing surfaces.

2-6 CLEANING CULVERTS

All inlets and outlets of culverts shall be cleaned before the haul of timber and shall be subject to the written approval of the Contract Administrator.

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

Purchaser shall clean all ditches and catch basins. Work shall be completed before haul of timber.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

Vegetative material up to 3 inches in diameter, including limbs, shall be cut as shown on the BRUSHING DETAIL-D2. Brushing shall be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation shall not be disturbed unless directed by the Contract Administrator.

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal shall not be used for brushing. The Purchaser is required to submit a detailed list of equipment and methods to be used during brushing, for approval by the Contract Administrator before starting work. Excavator buckets, log loaders and similar equipment shall not be used for brushing unless otherwise approved in writing by the Contract Administrator.

3-3 BRUSH REMOVAL

Remove brushing debris from the road surface, ditch lines, and culvert inlets and outlets.

3-5 CLEARING

Fell 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 shall be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

Right-of-way timber shall not be decked in the following areas:

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against standing trees.

3-10 GRUBBING

Remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Stumps over 22 inches diameter shall be split. Stumps over 40 inches shall be quartered. Grubbing shall be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Grubbed stumps shall be placed outside of the clearing limits as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps shall be piled. Piles shall be dirt free and piled with a hydraulic excavator.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

Purchaser is not required to remove stumps within waste areas if they are cut flush with the ground.

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

All disposal of organic debris, shall be completed before approval of final maintenance.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris shall be located within the cleared right-of-way or in natural openings approved in writing by the Contract Administrator.

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland, on road subgrades road prism excavation and embankment slopes embankments as shown on the TYPICAL SECTION SHEET.
- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Purchaser shall not bury organic debris unless otherwise stated in this plan.

3-30 EXCLUSION OF DOZER BLADES

Dozer blades are not permitted for the piling of organic debris.

3-31 PILING

Organic debris shall be piled. Debris piles shall be made to be burnable, clean, tight, and free of rock or soil. Piles shall be made no closer than 20 feet from standing timber, and no higher than 10 feet. Debris piles shall be placed within the cleared right-of-way, or in natural openings, as designated by the Contract Administrator. Placement of debris piles outside of the right-of-way limits is subject to the written approval of the Contract Administrator.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

The Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized, in writing, by the Contract Administrator.

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed except as designed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees. The following standards for switchbacks shall be followed:

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

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

Unless construction staked or designed, embankment slopes shall be constructed no steeper than shown on the following table:

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

4-7 SHAPING CUT AND FILL SLOPE

Purchaser shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

4-12 FULL BENCH CONSTRUCTION

- On the following road(s),and where side slopes exceed 55%, Purchaser shall use full bench construction for the entire subgrade width except as construction staked or designed. If designated, Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.
- Usable Common borrow material from full bench construction can be used to fill in low areas along the length of road E392532E, and also raise the elevation of the road by no more then 1 foot. Road grades are still not to exceed 12% through switchbacks and 15% along the rest of the road.

<u>Road</u>	<u>Full Bench Location</u>	<u>Comments</u>
E392532E	313+91 to 364+12	Full bench end haul to specified waste areas, or waste usable common borrow within road prism of new construction. 20% of material is allowed to be thrown over the side of the road during full bench construction, but non of that material is to be used for drivable road surface. Material is to be thrown down slope.
E392531D	4+46 to 5+96	Full bench Drill and Shoot

4-14 ONE-FOOT EXCAVATION LIMIT

Where side slopes are 0% to 15%, the cut at centerline shall not exceed one foot unless approved by the Contract Administrator.

4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

On the following roads, Purchaser shall construct the subgrade to the dimensions shown on the INTERSECTION DETAIL.

<u>Road</u>	<u>Stations</u>
E382401D	0+00 to 0+75
E382506D	0+00 to 0+75
E382506E	0+00 to 0+75
E392531E	0+00 to 0+75
E392532E	0+00 to 0+75

4-21 TURNOUTS

Turnouts shall be intervisible with maximum of 1,000 feet between turnouts, unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Minimum dimensions are shown on the TYPICAL SECTION SHEET. Turnouts are subject to written approval from the contract administrator.

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

The Purchaser shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Excavated slopes shall be consistent with Clause 4-5 CUT SLOPE RATIO. Ditches shall be constructed concurrently with construction of the subgrade.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be scattered outside the grubbing limits.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

The Purchaser shall construct ditch outs as identified and as needed and as directed by the Contract Administrator. Ditch outs shall be constructed in a manner that diverts ditch water onto the forest floor and shall have excavation back slopes no steeper than a 1:1 ratio.

All switchbacks on Road E392532E that are above station 118+90 will have ditchouts either constructed or cleaned out and properly tied into the main ditch of the road. Reffer to Typical Section for mor information. The locations are also marked on the ground with stakes and orange ribbon.

4-35 WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

4-36 DISPOSAL OF WASTE MATERIAL

Waste material may be side cast on side slopes up to 55% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all excavation shall be end hauled or pushed to designated embankment sites and waste areas.

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is as listed below.

<u>Road</u>	<u>Waste Area Station</u>	<u>Volume (cubic yds)</u>	<u>Requirements</u>
E392532E	225+46	800	Any kind of waste material as defined is 4-35
E392532E	265+14	200	Any kind of waste material as defined in 4-35. Material is not to be wasted below existing culvert
E392532E	271+62	400	Any kind of waste material as defined in 4-35
E392532E	284+92	100	Only usable common borrow material for widening switchback fillslope.
E392532E	302+32	900	Any kind of waste material as defined in 4-35
Road Waste Area	Whole length of road	400	Only good Common Borrow Material as defined in 4-46. No organic material allowed. Wasted

			needs to be compacted so road can be usable
--	--	--	---

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas, except as otherwise specified in this plan:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.
- Waste Disposal areas are subject to written approval from the contract administrator.

4-46 COMMON BORROW

Common borrow consists of soil, and/or aggregate that is non-plastic and contains no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines in the sample cannot be rolled, between the hand and a smooth surface, into a thread at any moisture content. Common borrow material must be free of rocks greater than 6 inches in any dimension.

4-55 ROAD SHAPING

The road subgrade and surface shall be shaped as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free. All grading shall be accomplished using a motor grader with a minimum of 175 horsepower.

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

All embankment and waste material shall be compacted. Minimum acceptable compaction is achieved by placing embankments in 1 foot or shallower lifts, and routing excavation equipment over the entire width of each lift. Except as otherwise specified in this plan, a vibratory plate compactor or tamper shall be used for areas specifically requiring keyed embankment construction, and for embankment segments too narrow to accommodate equipment. Compaction with a plate compactor shall be made by a minimum of three full coverages; each lift shall not exceed 6 inches in depth.

4-61 SUBGRADE COMPACTION

Constructed or reconstructed subgrades shall be compacted full width. Subgrade compaction shall be approved, in writing, by the Contract Administrator before rock application or timber haul.

4-62 DRY WEATHER COMPACTION

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Berms shall be removed from road shoulders to permit the escape of runoff. The construction of ditch outs will be required where ponding will result from the effects of side cast debris.

5-5 CULVERTS

Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT AND DRAINAGE LIST. Culvert, downspout, and flume lengths shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil that will erode. Culverts shall be new steel, aluminum, or polyethylene meeting the material specifications in Clauses 10-15 through 10-23. Culvert placement shall precede embankment construction.

5-15 CULVERT INSTALLATION

Installation shall be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe shall be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts shall be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer's design, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

5-20 ENERGY DISSIPATERS

Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. The type of energy dissipater and the amount of material shall be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Energy dissipaters will be consistent with light loose rip rap specifications.

5-25 CATCH BASINS

Catch basins shall be constructed to resist erosion in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 4 feet wide and 4 feet long with back slopes consistent with Clause 4-5 CUT SLOPE RATIO.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Headwalls shall be constructed in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all permanent cross drain culverts. Rock used for headwalls shall meet the specifications for Light Loose Rip Rap. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock shall not restrict the flow of water into culvert inlets or catch basins. Placement shall be by zero-drop-height method only. No placement by end dumping or dropping of rock shall be allowed

5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL.

5-31 ROLLING DIP CONSTRUCTION

Rolling dips shall be constructed in accordance with the ROLLING DIP DETAIL and as specified on the CULVERT & DRAINAGE LIST. Rolling dips shall be installed concurrently with construction of the subgrade and shall be maintained in an operable condition. Minimum frequency of rolling dips shall be at a maximum spacing of 400 feet horizontal or one for every 10 feet of vertical change.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads shall be water barred by November 1. Water bars shall be constructed according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between water bars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the rock list may be obtained from the following source on state land at no charge to the Purchaser.

<u>Road</u>	<u>Station</u>	<u>Rock Type</u>
E392535A (Chopaka Grade)	Along cut slope of road	1 ¼"

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- There needs to be a minimum of a 12' of gradable road surface after drilling and shooting during road construction.
- All solid rock within road prism must have a minimum of 1 feet of fill over it.
- Purchaser shall notify the Contract Administrator a minimum of 7 working days before blasting operations.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-21 IN-PLACE PROCESSING

The Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size restrictions. The use of in-place processing methods is subject to written approval by the Contract Administrator.

6-21 FRACTURE REQUIREMENT FOR ROCK

A minimum of 50% by visual inspection of coarse aggregate shall have at least one fractured face. Coarse aggregate is the material retained on each specification sieve sized 1/4-inch and above, if that sieve retains more than 5% of the total sample.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	50 - 80%

% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	5%

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

6-50 LIGHT LOOSE RIP RAP

Light loose rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather. Light loose rip rap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<u>Quantity</u>	<u>Approximate Size Range</u>
20% to 90%	500 lbs. to 1 ton (18" - 28")
15% to 80%	50 lbs. to 500 lbs. (8" - 18")
10% to 20%	3 inch to 50 lbs. (3" - 8")

6-51 HEAVY LOOSE RIP RAP

Heavy loose rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather. Heavy loose rip rap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<u>Quantity</u>	<u>Size Range</u>
30% to 90%	1 ton to 2 ton (28" - 36")
30% to 70%	500 lbs. to 1 ton (18" - 28")
20% to 50%	50 lbs. to 500 lbs. (8" - 18")
10% to 20%	3 inch to 50 lbs. (3" - 8")

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are compacted yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements, and are not subject to reduction.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the Rock List. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations.

6-76 DRY WEATHER ROCK COMPACTION

The Contract Administrator may require the application of water to facilitate compaction of the rock surfacing. The method of water application is subject to approval by the Contract Administrator.

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement

SECTION 7 – STRUCTURES

7-57 CULVERT SHAPE CONTROL

Purchaser shall monitor the culvert shape during backfill and compaction. Special attention must be paid to maintaining the structure’s rise dimensions, concentricity, and smooth uniform curvature. If compaction methods are resulting in peaking or deflection of the culvert, Purchaser shall modify the compaction method to achieve the appropriate end result.

7-70 GATE CLOSURE

On the following roads, Purchaser shall keep gates closed at all times. All gates must be closed at termination of use, unless authorized in writing by the contract administrator.

<u>Road</u>	<u>Station</u>	<u>Comment</u>
E392528A	0+64	Steel gate
E392532E	8+72	Steel gate

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

Culverts removed from roads become the property of the Purchaser and must be removed from state land.

9-5 POST-HAUL MAINTENANCE

Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E382401D	0+00 to 31+17	Post Haul grading and re-install 20 waterbars after hauling

E382505F	0+00 to 8+12	Post Haul Grading
E382505H	0+00 to 16+81	Post Haul grading
E382505J	0+00 to 20+22	Post Haul grading and re install 5 waterbars after hauling
E382505L	0+00 to 5+47	Post Haul Grading
E382506D	0+00 to 1+06	Post Haul Grading
E382506E	0+00 to 2+80	Post Haul Grading
E392528A	0+00 to 195+60	Post Haul Grading, and reinstall all 25 waterbars after hauling
E392531D	0+00 to 16+67	Post Haul grading, and install 11 waterbars after hauling
E392531E	0+00 to 2+61	Post haul grading, and install 3 waterbars after hauling
E392532E	0+00 to 265+14	Post Haul Grading, and re-install all 63 waterbars after hauling
E392532E	265+14 to 364+12	Post Haul Grading, and install 50 waterbars after hauling

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

Landing embankments shall be sloped to original construction specifications.

9-20 ROAD DECOMMISSIONING

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E392528A	37+60 to 195+60	Light Decommissioning

9-22 LIGHT DECOMMISSIONING

- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL at stations 37+60 and 47+68.
- Re install all existing waterbars along whole length of road

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene.

10-21 METAL BAND

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

10-22 PLASTIC BAND

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

10-24 GAUGE AND CORRUGATION

Unless otherwise stated in the engineer’s design, metal culverts shall conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 48"	14 (0.079")	2 2/3" X 1/2"
54" to 96"	12 (0.109")	3" X 1"

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 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.

Sturctures

- Repair culverts, bridges, gates, fences, cattle guards, signs, and other road structures as required because of purchaser use. Repairs shall be subject to Contract Administrator's approval.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

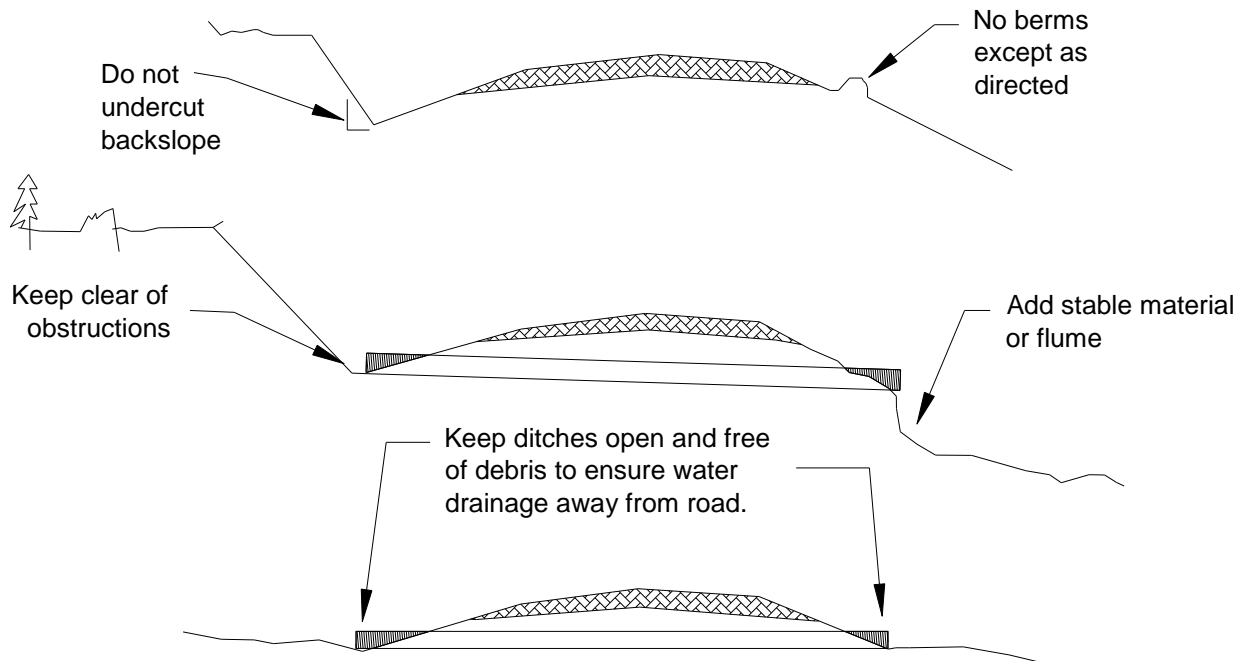
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

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

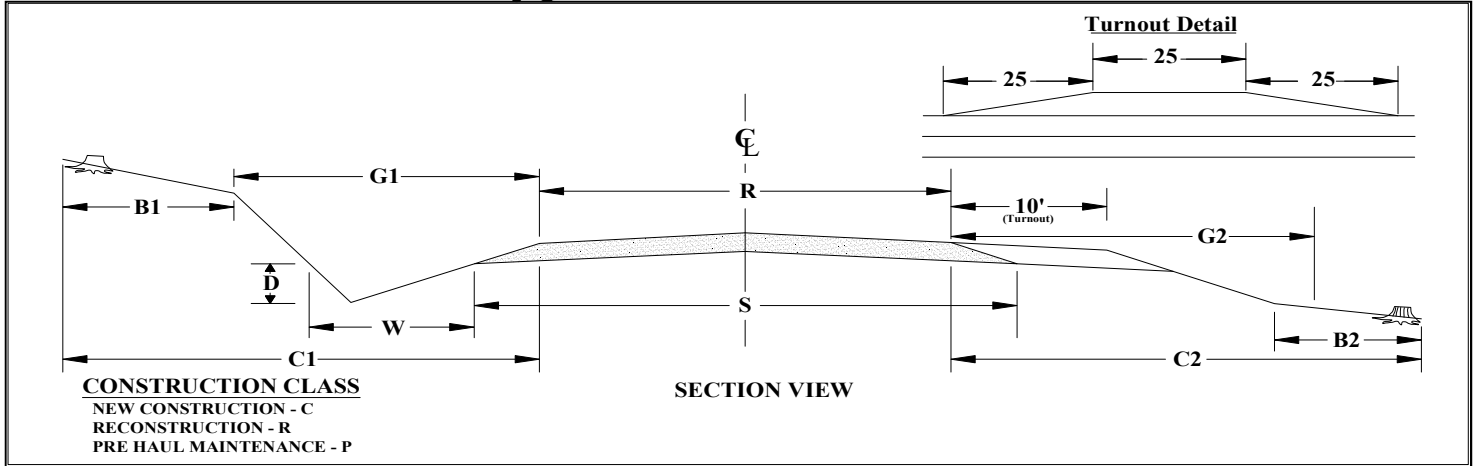


State of Washington
Department of Natural Resources

Application No. : 30-104199

Name of Sale: Deer Berry

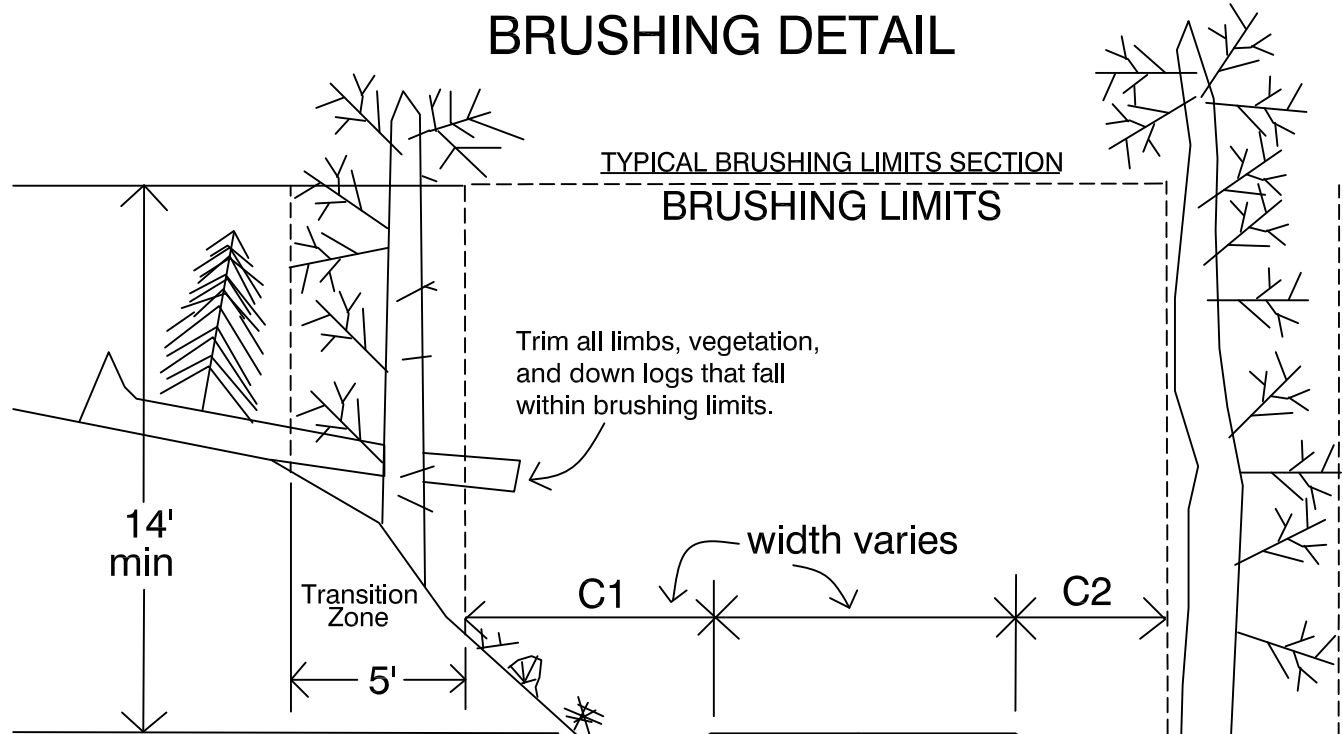
Typical Section Sheet



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	INSLOPE "/10'	OUTSLOPE "/10'	CROWN " AT CL	DITCH WIDTH (W)	DITCH DEPTH (D)	DITCH 2 SIDES	GRUBBING CUT BANK (C)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (B)	ROAD FILL CLEARING (P)	R/W CUT CLEARING (C1)	R/W FILL CLEARING (C2)
E382401D	0+00	31+17	C	16		4								6	6		
E382505F	0+00	8+12	P	12			4										
E382505H	0+00	16+81	P	12			4					3	3			6	6
E382505J	0+00	20+22	P	12			4					3	3			6	6
E382505L	0+00	5+47	P	12			4					3	3			6	6
E382506D	0+00	1+06	C	16			4							6	6		
E382506E	0+00	2+80	C	16			4							6	6		
E392528A	0+00	195+60	P	12			4					3	3			6	6
E392531D	0+00	4+00	C	16		4			2	1				6	6		
E392531D	4+00	16+67	C	16			4							6	6		
E392531E	0+00	2+61	C	16			4							6	6		
E392532E	0+00	118+90	P	12			4										
E392532E	118+90	121+57	P	12			4		2	1							
E392532E	121+57	186+29	P	12			4										
E392532E	186+29	188+57	P	12			4		2	1							
E392532E	188+57	206+29	P	12			4										
E392532E	206+29	248+37	P	12			4		2	1							
E392532E	248+37	257+76	P	12		4			2	1							
E392532E	257+76	265+14	P	12			4										
E392532E	265+14	267+71	C	16			4		2	1	X			6	6		
E392532E	267+71	313+91	C	16			4		2	1				6	6		
E392532E	313+91	364+12	C	16			4							6	6		

Date: 11-1-07

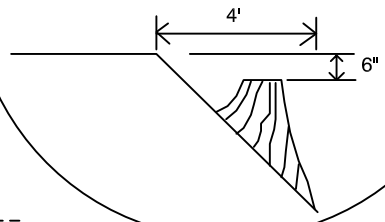
BRUSHING DETAIL



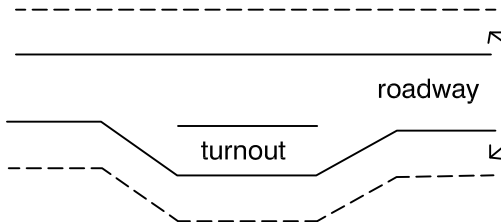
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem

Any trees less than 6" in diameter shall be cleared within the transition zones.

Trim all stumps and vegetation within 4' of edge of road and in ditch to at least 6" below the elevation of the edge of road.

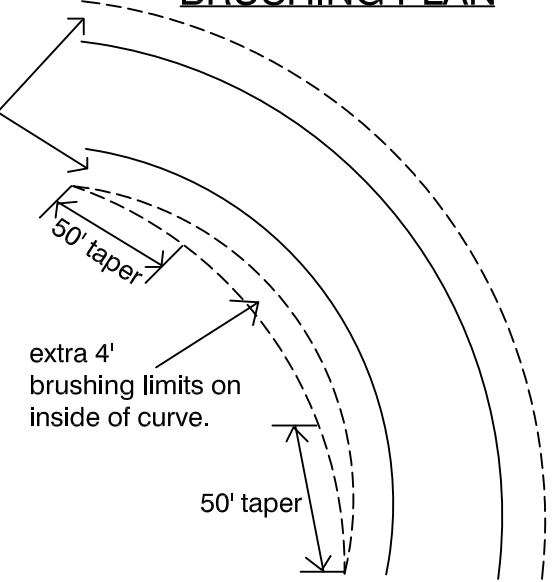


CURVE BRUSHING PLAN



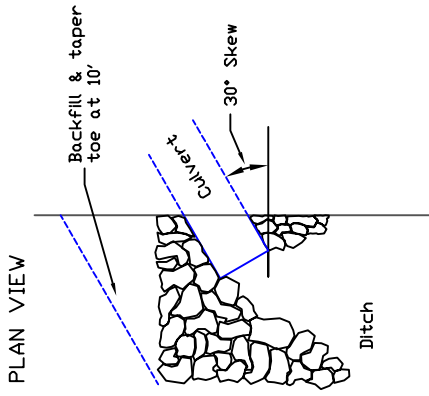
TURNOUT BRUSHING PLAN

1. All vegetation within the brushing limits shall be cut to within 8" of the ground unless otherwise directed by the contract administrator.
2. All brush, trees limbs, etc. shall be removed from the road surface and ditchline.
3. All debris that may roll or migrate into the ditchline shall be removed.

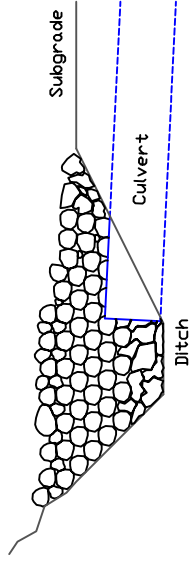


Brushing limits as shown on typical section

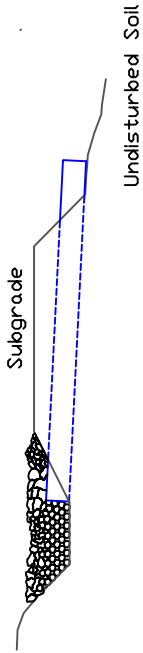
CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1



HEADWALLS

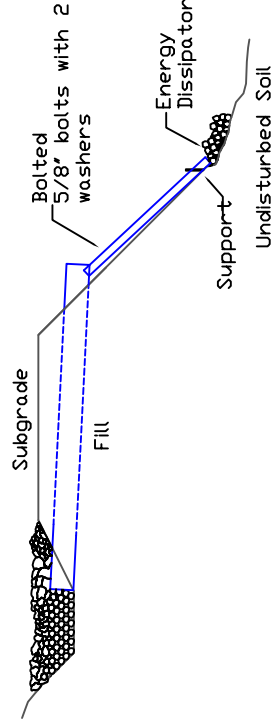


Headwall to be constructed of material that will resist erosion



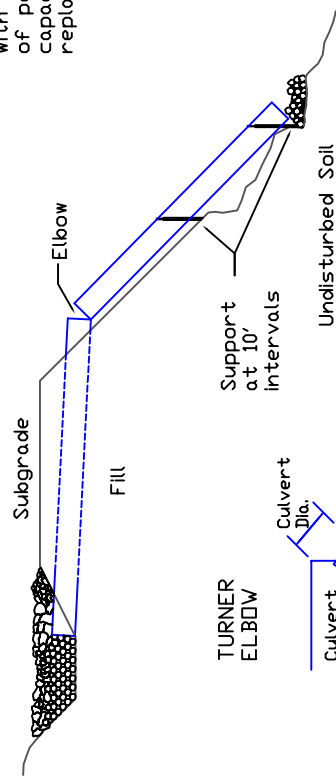
FLUME

Use where ground conditions are uniform, providing for stability of flume.

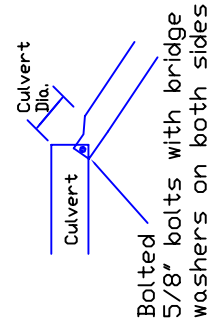


DOWNSPOUT

Use where ground conditions are irregular.

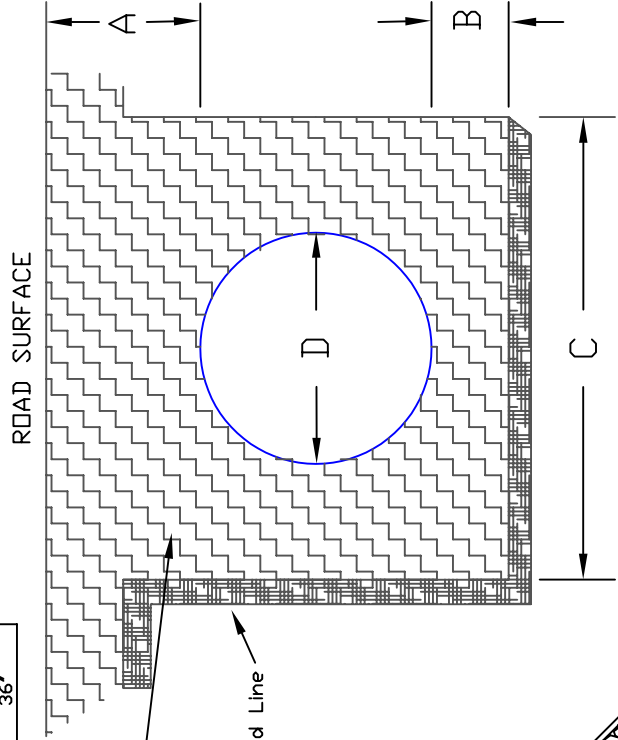


TURNER ELBOW



Minimum Cover	A	Minimum Bed Depth	B	Min. Trench Width	C	Nominal Diameter	D
12"	12"	6'	36'	18'	18'	18'	18'
12"	12"	6'	42'	24'	24'	24'	24'
12"	12"	6'	48'	30'	30'	30'	30'
12"	12"	6'	54'	36'	36'	36'	36'

CULVERT BACKFILL & BASE PREPARATION
(For Culverts Less Than 36')

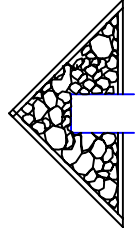


BEDDING MATERIAL:

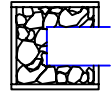
Use granular material - 3' minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.

DISSIPATOR SPEC'S

Size in Culvert Diameters
Area 2 X 2
Depth 1
Aggregate 1/3



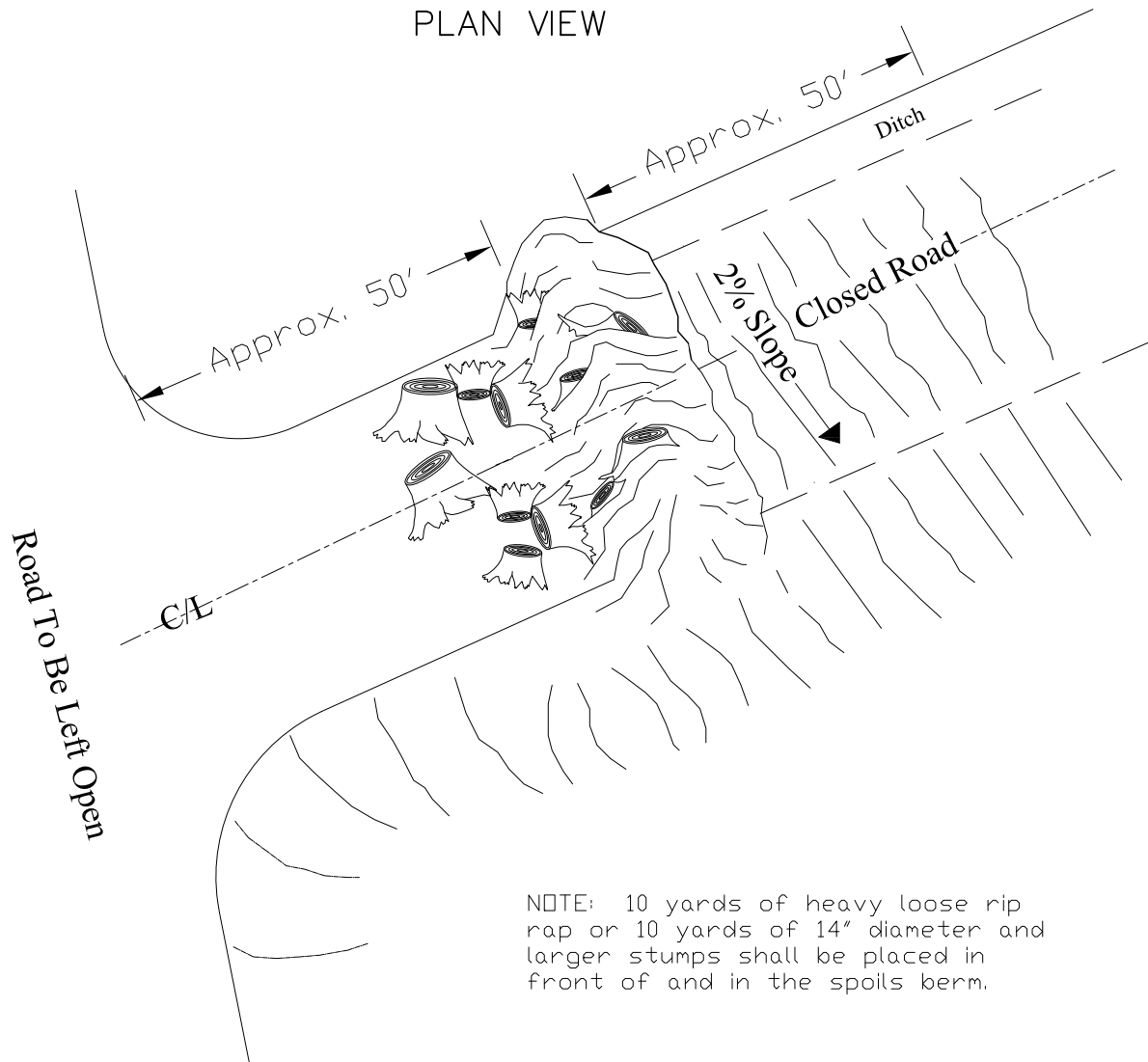
Side Hill



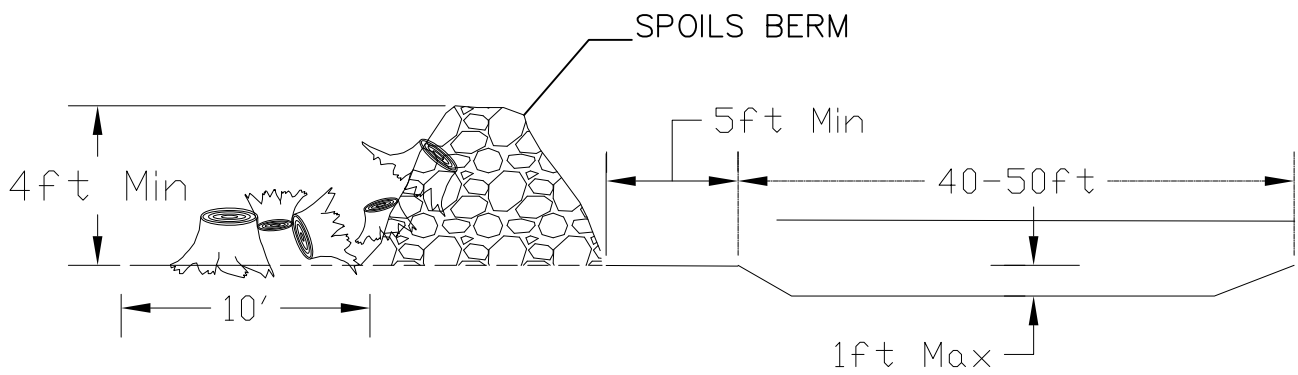
Level

SPOILS BERM DETAIL-D8

PLAN VIEW

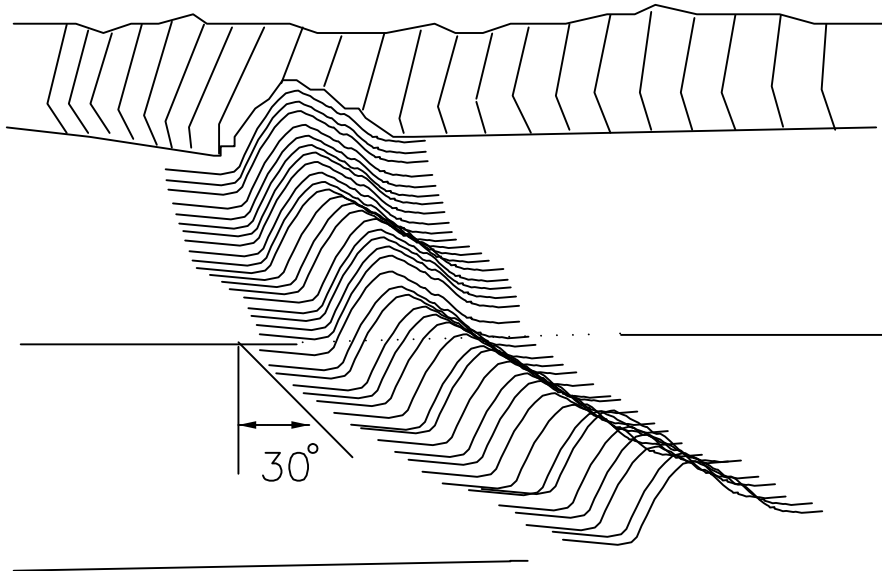


NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stumps shall be placed in front of and in the spoils berm.

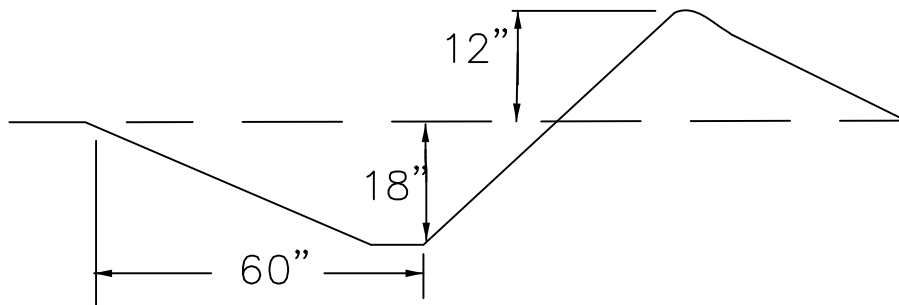


Note: $\frac{1}{3}$ of stumps or rip rap shall be partially buried in the spoils berm and/or road surface.

Top View

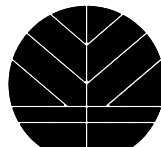


Side View



1. Waterbar construction for forest roads with little or no traffic.
2. Specifications are average and may be adjusted to conditions.
3. Bottom of waterbar must be outsloped to ensure proper drainage.
4. Rock outlet if steep fill slope is present.

Driveable Waterbar Detail



WASHINGTON STATE DEPARTMENT OF
Natural Resources

Northeast Region
Colville, Washington

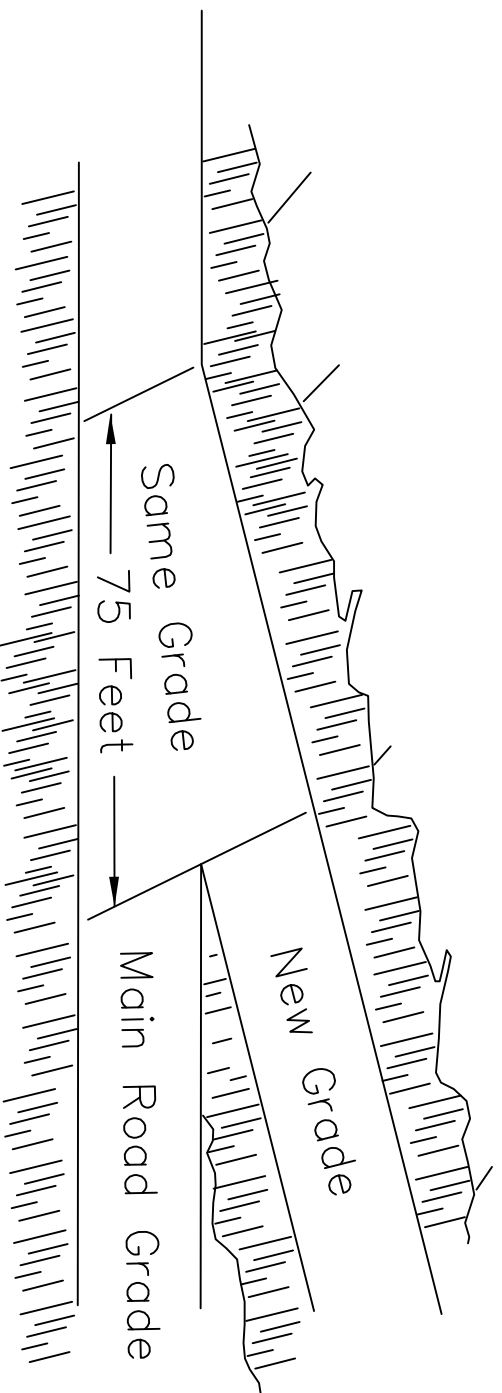
Designed By: Stash Slabinski 9/06/05

Drawn By: Stash Slabinski 9/06/05

Revised:

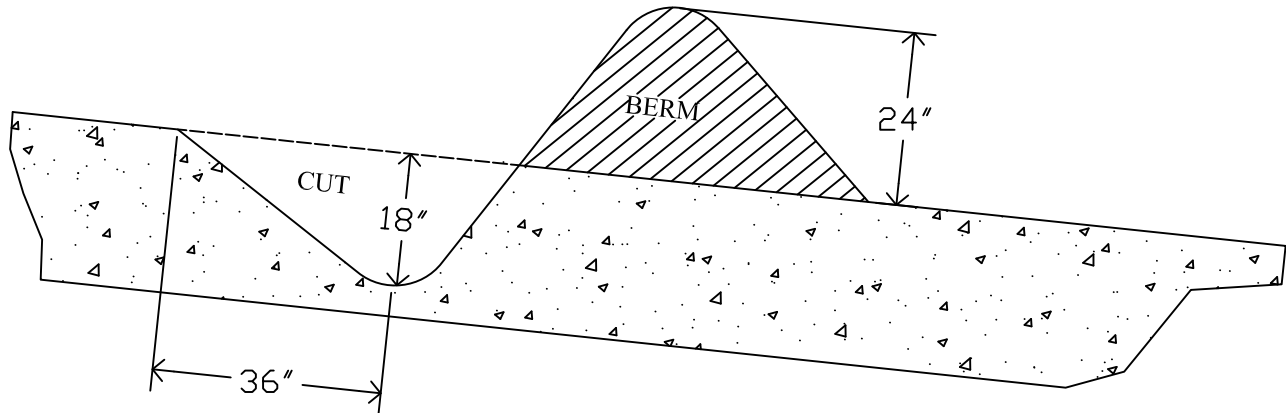
1 OF 1

Intersection Detail



Main road and spur must have the same grade until there is horizontal separation from each other.

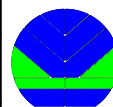
Non-Driveable Water Bar Detail



Notes:

1. WATERBAR CONSTRUCTION FOR FOREST ROADS WITH NO TRAFFIC. SPECIFICATIONS ARE AVERAGE AND MAY BE ADJUSTED TO CONDITIONS.
2. TIE BERM INTO BANK. IF DITCH EXISTS, TIE CUT INTO DITCH.
3. CONSTRUCT CROSS DRAIN BERM APPROXIMATELY 24 IN. HIGH.
4. CUT WATERBAR A MINIMUM OF 18 IN.
5. ENSURE PROPER DRAINAGE AT OUTLET.
6. SKEW WATERBAR 30 DEGREES DOWNGRADE WITH ROAD CENTERLINE.

Non-Driveable Waterbar Detail



WASHINGTON STATE DEPARTMENT OF
Natural Resources

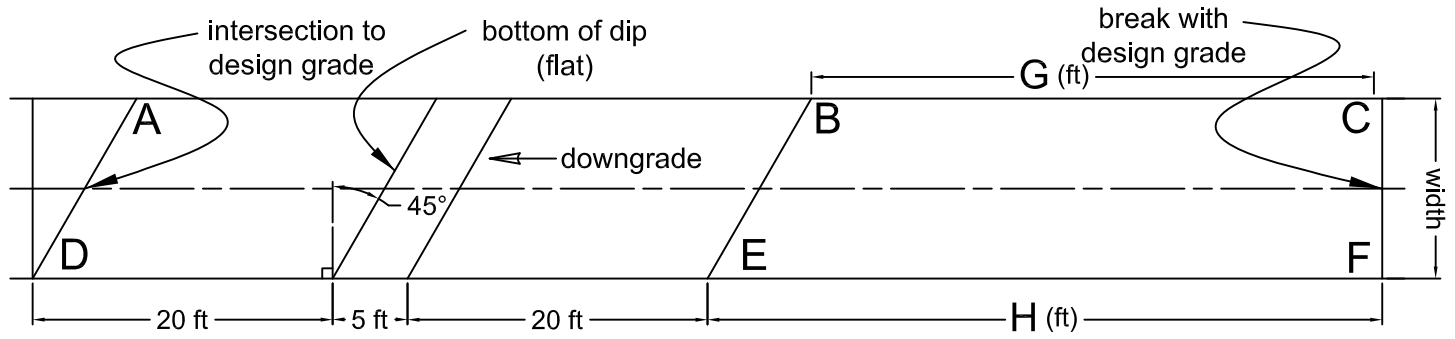
Northeast Region Colville, Washington		
Designed By:	Stash Slabinski	4/21/05
Drawn By:	Stash Slabinski	4/21/05

Revised:

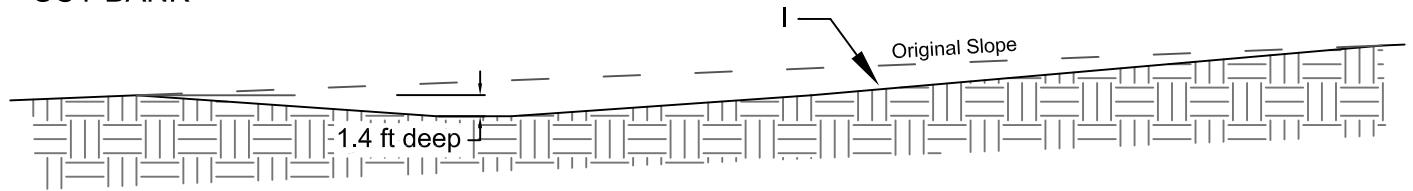
1 OF 1

STANDARD 45° ROLLING DIP

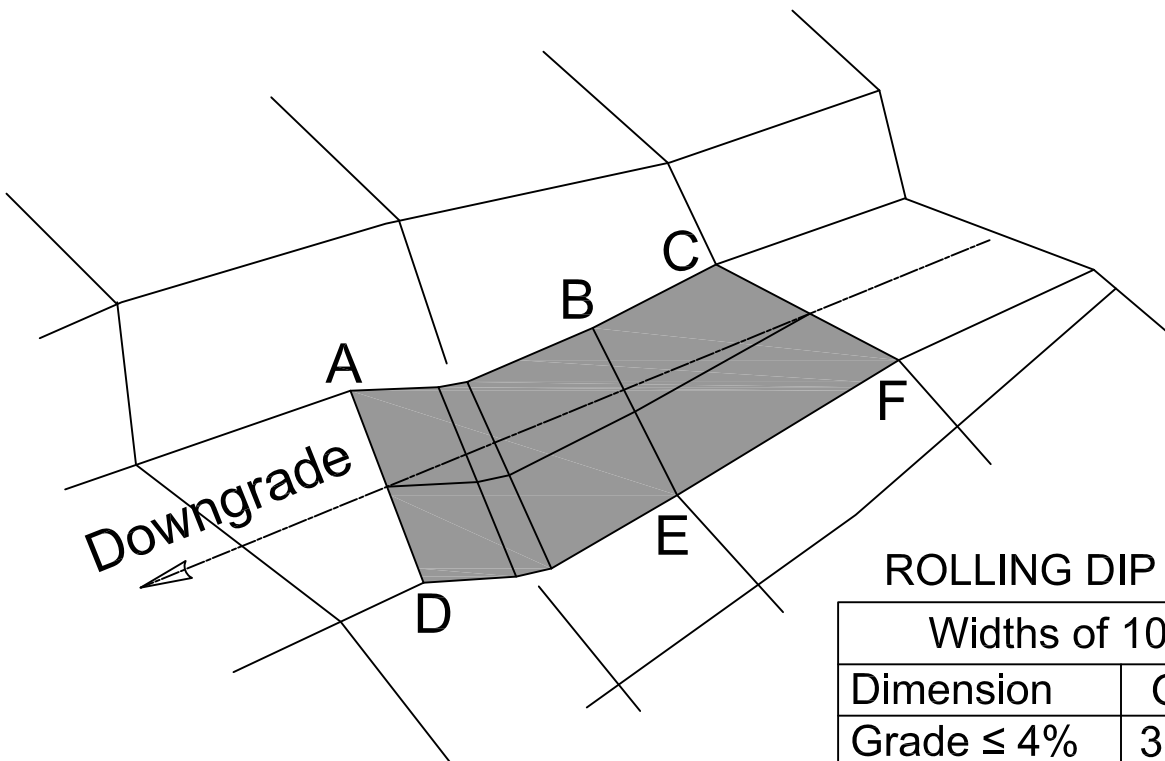
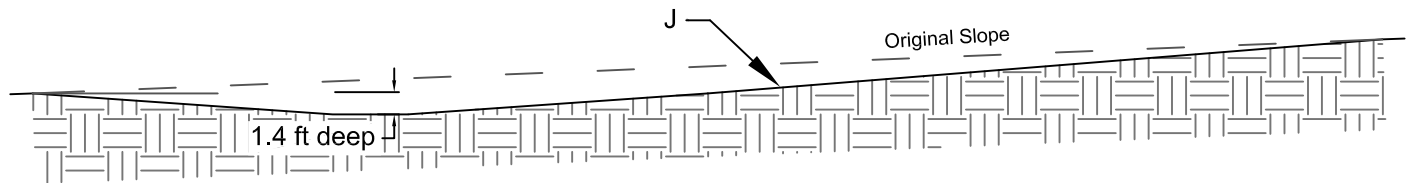
PLAN OF ROLLING DIP



CUT BANK



FILL SLOPE



ROLLING DIP DEMENSIONS

Widths of 10' through 14'				
Dimension	G	H	I	J
Grade ≤ 4%	38'	45'	9%	8%
Grade = 6%	48'	55'	11%	11%
Grade = 8%	58'	65'	14%	14%

Deer Berry - Road Development Costs

REGION: Northeast

CONTRACT #: 30-104199

DISTRICT: Highlands

			<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Abandonment</i>	<i>Decomission</i>
ROAD NUMBERS:			E382401D		E382505F		E392528A
Comments:			E382506D		E382505H		
			E382506E		E382505J		
			E392531D		E382505L		
			E392531E		E392528A		
			E392532E		E392532E		
ROAD STANDARD:			<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Abandonment</i>	<i>Decomission</i>
NUMBER OF STATIONS:			153.29	0.00	511.36	0.00	158.00
CLEARING, GRUBBING, GRADING			\$ 1,203.92	\$ -	\$ 42,518.76	\$ -	\$ -
EXCAVATION AND FILL:			\$ 104,000.25	\$ -	\$ 7,052.50	\$ -	\$ -
MISC. MAINTENANCE:			\$ 194,655.00	\$ -	\$ 493.00	\$ -	\$ -
ROAD ROCK:			\$ -	\$ -	\$ -	\$ -	\$ -
ADDITIONAL ROCK:			\$ -	\$ -	\$ 0	\$ 0	\$ 0
CULVERTS AND FLUMES:			\$ 10,170.30	\$ -	\$ 6,308.10	\$ -	\$ -
STRUCTURES/MATERIALS:			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL COSTS:			\$310,029	\$0	\$56,372	\$0	\$0
COST PER STATION:			\$2,023	\$0	\$110	\$0	\$0
MOBILIZATION:					Moving cost \$12,600		Total \$379,002
15% increase in price due to inflation							\$ 437,884.15
Total Volume (MBF)							3,348
\$/MBF							\$ 130.79
Engineer's Notes: Misc. Maintenance includes. cleaning out culverts. Improving dips. and Removing bolders from road							

FOREST ROAD AND TRAIL ACT COST-SHARE EASEMENT

THIS EASEMENT, dated this 17th day of March, 1989, 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:

COPY

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

NOW THEREFORE, Grantor, for and in consideration of reciprocal rights-of-way 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 over and across that easement of variable width acquired from:

Grantor:	Whitworth College, et al
Date:	May 23, 1984
Location:	Patented mining claims in sections 28, 29, 33 and 34, T. 39 N., R. 25 E., W.M.
Recorded:	Volume 54, Page 404, Auditor's Records of Okanogan County, Washington

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 easement is shown approximately on Exhibit A attached hereto.

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 reasonably may 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.

Certified correct as to consideration, description and conditions Date 4/14/89

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 dimensions and weights of motor vehicles imposed by State law on comparable public roads and 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 Okanogan Road Right-of-Way Construction and Use Agreement dated June 11, 1970, 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.
- 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 shall 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 purchasers 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 payments of any charges hereinabove stated as payable to Grantee for use of the road: Provided, That 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. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

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 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 interfere unreasonably with use of the road.

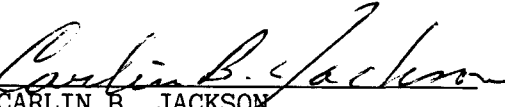
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Okanogan Road Right-of-Way Construction and Use Agreement dated June 11, 1970 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: That the easement, or segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the date and year first above written.

UNITED STATES OF AMERICA

BY 
CARLIN B. JACKSON
Director of Lands
Pacific Northwest Region
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
County of Multnomah)

On this 17th day of March, 1989, before me the undersigned a Notary Public within and for said State, personally appeared Carlin B. Jackson, Director of Lands, Pacific Northwest Region, Forest Service, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he is the Director of Lands, Pacific Northwest Region, Forest Service, and that said instrument was signed in behalf of the United States of America by its authority duly given

and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby certify.

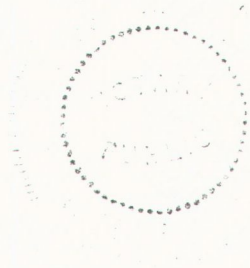
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Theresa A. Bower

Notary Public for the State of Oregon

Residing at Portland

My Commission expires 8/3/91



COPY

573046

FILED FOR RECORD

VOL 222 PAGE 665

State of Wash.

'70 MAY 5 AM 8:39 DEED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BOOK 222 PAGE 665
OKANOGAN COUNTY AUDITOR
OKANOGAN, WASH.

R/W-W-10(2)
Serial No. OR 6159 (Wash.)
Code 2810

RIGHT-OF-WAY PERMIT

KNOW ALL MEN BY THESE PRESENTS, that the U. S. Department of the Interior, Bureau of Land Management, Grantor, does hereby grant to the State of Washington, Department of Natural Resources, Grantee, a perpetual right-of-way permit, including, but not limited to the right and privilege to locate, construct, relocate, maintain, repair, and use a roadway over and across the following described real property situated in the County of Okanogan, State of Washington, to wit: (See attached maps).

Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Sec. 28 and the Southeast quarter of the Southeast quarter of Sec. 29, all in Township 39 North, Range 25 East, W.M.

The rights and privileges herein granted are for the use as a roadway by the Grantee, its Licensees and Permittees, including the right of access for the people of the United States generally to lands owned, administered or controlled by the Grantee for all lawful and proper purposes subject to reasonable rules and regulations of the Grantee.

IT IS AGREED that Grantor and its Licensees may use for all lawful purposes incident to the administration, management and use of the lands and resources under the respective jurisdictions of the State of Washington and the Bureau of Land Management free of charge, except for pro rata maintenance expense, any roadway constructed under authority of this permit, subject to reasonable rules and regulations of the Grantee.

IT IS FURTHER AGREED that the Grantee shall be entitled to collect a reasonable road use fee from all other commercial users to amortize the costs of the new road construction and of the road betterment.

Dated this 16th day of April, 1970.

Approved as to Form Only

19 day of April 1970

SLADE GORT
Attorney General
By *Paul M. Gort*
Assistant Attorney General

Paul W. Arrasmith
District Manager

State of Washington)
County of Spokane) ss:

DIRECTOR
REVERSE
RECORDED
PAGED

On this 16th day of April, 1970, before me appeared Paul W. Arrasmith to me personally known, who being duly sworn, did say that he, the said Paul W. Arrasmith is the Spokane District Manager of the Bureau of Land Management, U. S. Department of the Interior, and that the within instrument was signed for and by authority of the Bureau, and said Paul W. Arrasmith acknowledged said instrument to be the free act and deed of the said Bureau, acting for and in behalf of the United States.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Patrick C. Beckley
Notary Public for Washington
Residing in Spokane, Wash.
My commission expires: Dec. 22, 1973

State of Wash.
Desks
70 MAY 5 AM 8:39

BOOK 222 PAGE 666
OKANOGAN COUNTY AUDITOR
OKANOGAN, WASH.

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES RIGHT OF WAY PLAT

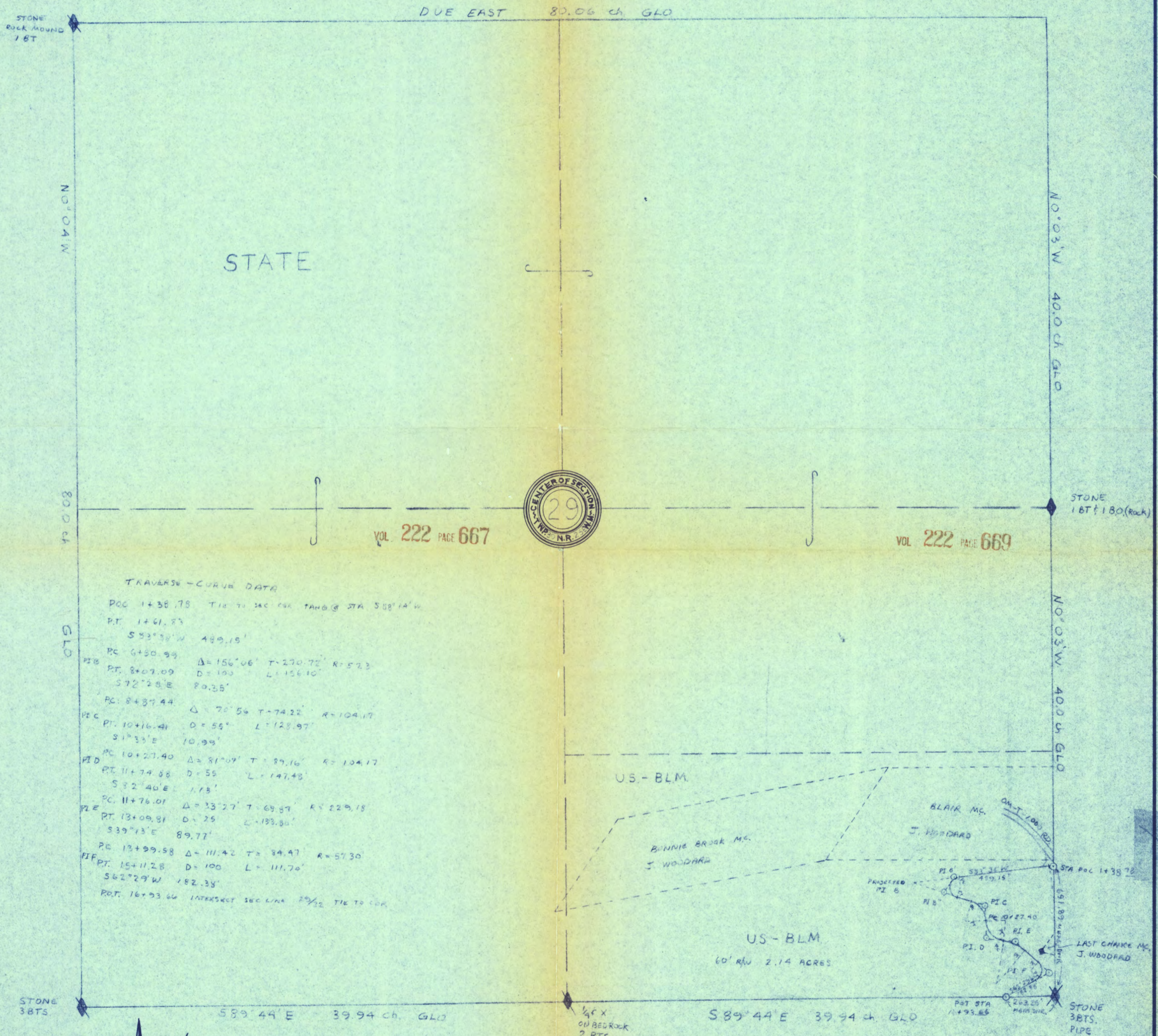
OM-T-3000 ROAD

SEC. 29 T.39N. R.25E. W.M.

OKANOGAN COUNTY WASH.

SCALE 1 IN. = 400 FT.

OR 6159 (Wash.)
Code 2810



TRAVERSE - CURVE DATA

POC 1438.78 TIE TO SAC FOR TANG. @ STA 588.14 W.

PT. 1461.83
S 83° 10' W 489.15'

PC 6430.99
PT. 8407.09 Δ = 156° 06' T = 270.72' R = 523
D = 100 L = 156.10'
S 72° 28' E 80.35'

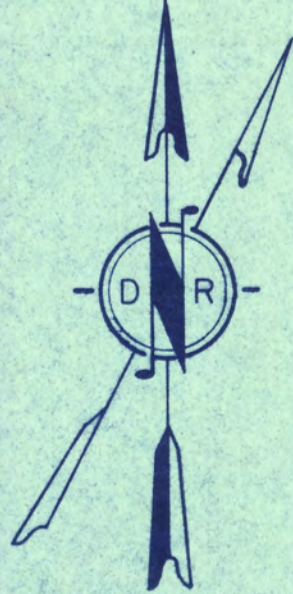
PC 8437.44
PT. 10416.41 Δ = 70° 56' T = 74.22' R = 104.17
D = 55' L = 128.97'
S 1° 35' E 10.99'

PC 10427.40
PT. 11474.88 Δ = 81° 07' T = 89.16' R = 104.17
D = 55' L = 147.43'
S 32° 40' E 1.75'

PC 11476.01
PT. 13409.81 Δ = 33° 27' T = 69.89' R = 229.18
D = 25' L = 133.80'
S 39° 13' E 89.77'

PC 13499.58 Δ = 111.42' T = 84.47' R = 57.30
PIF PT. 15411.28 D = 100 L = 111.70'
S 62° 29' W 182.38'

POI 16493.66 INTERSECT SEC LINE 29 1/2 TIE TO COR.



DECLINATION 22 1/2° E
 TRAVERSED BY: GWP
 DRAWN BY: GWP
 DATE 3-31-70
 APPLICATION NUMBER _____

I, WILLIAM G. MURDOCK, SUPERVISOR OF FOREST ENGINEERING, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE LOCATION OF SAID ACCESS ROAD ACROSS SECTION 29 TOWNSHIP 39 NORTH, RANGE 25 E WILLAMETTE MERIDIAN

William G. Murdock
 SUPERVISOR OF FOREST ENGINEERING

State of Wash
70 MAY 5 AM 8:39

BOOK 222 PAGE 670
OKANOGAN COUNTY AUDITOR
OKANOGAN, WASH.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
RIGHT OF WAY PLAT

OM-T-3000 ROAD

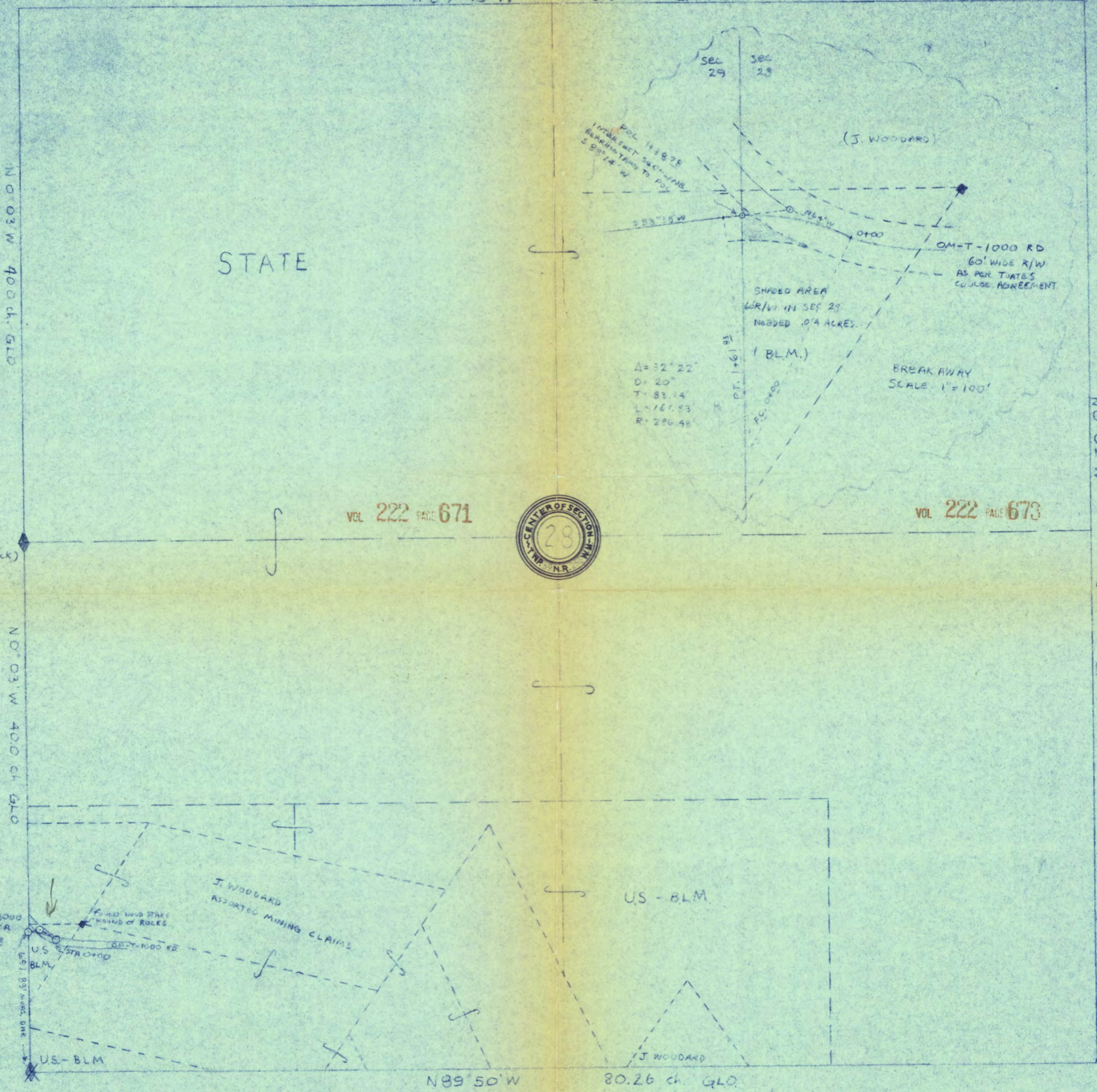
SEC. 28 T. 39 N. R. 25 E. W.M.

OKANOGAN COUNTY WASH.

SCALE 1 IN. = 400 FT.

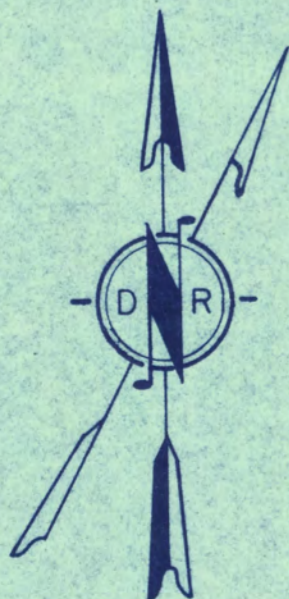
OR 6159 (Wash.)
Code 2810

N 89° 45' W 79.96 ch GLO



VOL 222 PAGE 671

VOL 222 PAGE 673



DECLINATION 22 1/2 E
 TRAVERSED BY: GWP
 DRAWN BY: GWP
 DATE 3-31-70
 APPLICATION NUMBER _____

I, WILLIAM G. MURDOCK, SUPERVISOR OF FOREST ENGINEERING, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE LOCATION OF SAID ACCESS ROAD ACROSS SECTION 28 TOWNSHIP 39 NORTH, RANGE 25 E WILLAMETTE MERIDIAN

William G. Murdock
 SUPERVISOR OF FOREST ENGINEERING

75834

State of Wa
Dept of Natural Resources
ADD 20 1989
FILED FOR RECORD

Right-of-Way Permit
(WAOR 44796)

89-MAY 25 PM 4:26
BOOK 80 PAGE 391

OKANOGAN COUNTY AUDITOR
OKANOGAN, WA

~~Indexed~~
~~Direct~~
~~Reverse~~
~~Recorded~~
~~Paged~~

KNOW ALL MEN BY THESE PRESENTS, that the Bureau of Land Management , Grantor, does hereby grant to the State of Washington, Department of Natural Resources, Grantee, a perpetual right-of-way permit, including, but not limited to the right and privilege to locate, construct, relocate, maintain, repair, and use a roadway over and across the following described real property situated in the County of Okanogan, State of Washington, to wit:

T. 39 N., R. 25 E., Willamette Meridian

Section 29: Lot 4
Section 33: Lot 4

(See attached maps, labeled Exhibits "A" and "B")

The rights and privileges herein granted are for the use as a roadway by the Grantee, its Licensees and Permittees, including the right of access for the people of the United States generally to lands owned, administered or controlled by the Grantee for all lawful and proper purposes subject to reasonable rules and regulations of the Grantee.

IT IS AGREED that Grantor and its Licensees may use for all lawful purposes incident to the administration, management and use of the lands and resources under the respective jurisdictions of the State of Washington and the Bureau of Land Management free of charge, except for pro rata maintenance expense, any roadway constructed under authority of this permit, subject to reasonable rules and regulations of the Grantee.

IT IS FURTHER AGREED that the Grantee shall be entitled to collect a reasonable road use fee from all other commercial users to amortize the cost of the road.

Dated this 10th day of April, 1989.



Joseph K. Buesing
Joseph K. Buesing
District Manager

758834

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BOOK 80 PAGE 392

Application No.

758834

County OKANOGAN

Name of Sale

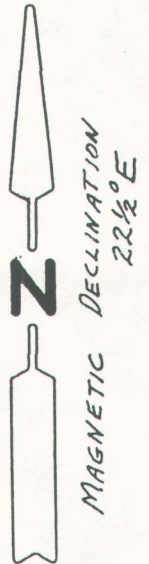
Area NORTHEAST

TOWNSHIP 39 NORTH, RANGE 25 E(E.) (W.) W.M.

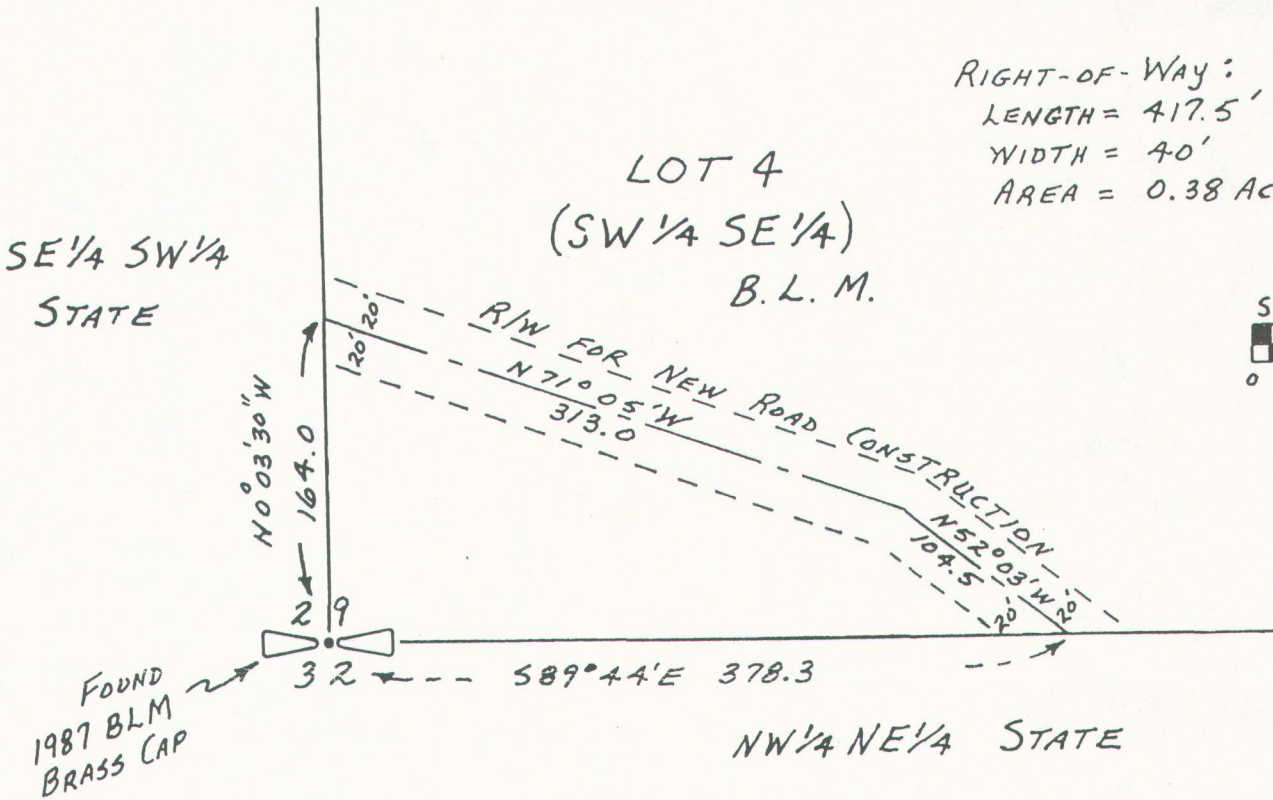
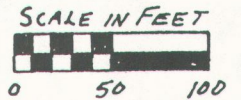
RIGHT-OF-WAY PLAT MAP

OM-T-1200 ROAD

WAOR 44796, EXHIBIT "A"



RIGHT-OF-WAY:
LENGTH = 417.5'
WIDTH = 40'
AREA = 0.38 AC.



Basis of Bearings:

Magnetic, declination 22 1/2 degrees east.

NOTE:

Proposed road centerline was located by staff compass and steel tape survey in January of 1989 and is marked with stakes and flagging. The physical centerline of the road as constructed shall be the easement centerline. Stationing at subdivision and section lines is approximate. The R/W is intended to be over and across all properties as depicted on this map. Section and subdivision lines are protracted from the original GLO survey.

SURVEYED BY: F.H. & L.B.

APPROVAL DATE: 1-30-89

[Signature]
Regional Engineer

[Signature]
Regional Manager

SCALE: 1"=100'

Drawn By: F.T.F.

Date: 1/30/89

758834



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BOOK 80 PAGE 393

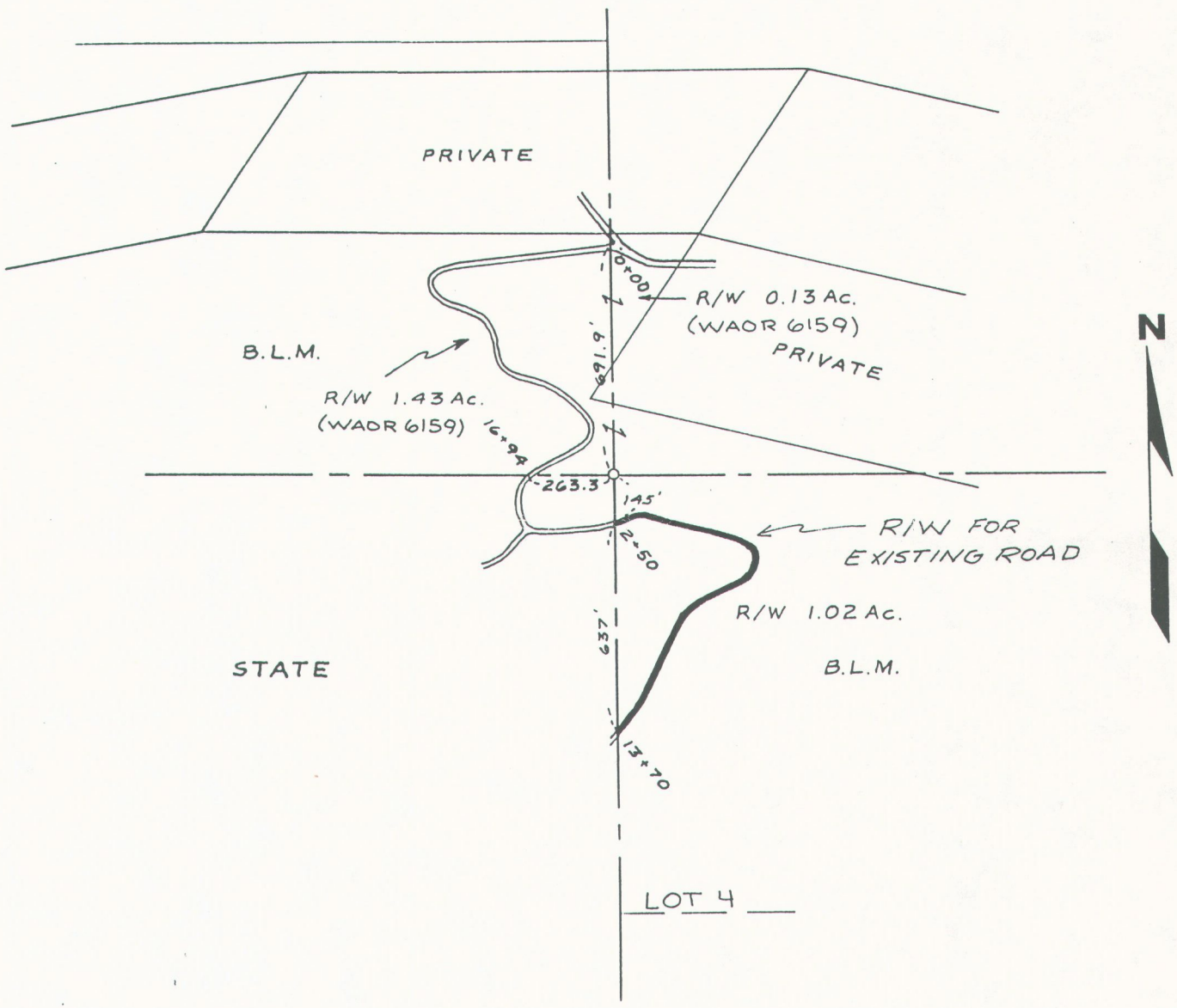
Application No. 758834 County OKANOGAN
Name of Sale N.E.

TOWNSHIP 39 NORTH, RANGE 25 (E.) (W.) W.M.

WAOR 44796, EXHIBIT "B"

29

28



32

33

R/W Required	
Width:	40'
Length:	1120'
Area:	1.02 Ac.



SCALE: 1" = 500'

Drawn By: K.E.

Date: 1/18/79

758834

LEGEND

- Existing For. Man. Std. Rd.
- Required R/W