



TIMBER NOTICE OF SALE

SALE NAME: ELLENS ROCK

AGREEMENT NO: 30-104809

AUCTION: October 30, 2024 starting at 10:00 a.m., Olympic Region Office, Forks, WA

COUNTY: Clallam

SALE LOCATION: Sale located approximately 13 miles northwest of Forks, WA

PRODUCTS SOLD AND SALE AREA:

All timber, excluding any downed red cedar, trees marked with a band of blue paint or bounded out by leave tree area tags, timber type change in Units 1 and Unit 3; bounded by timber sale boundary tags, in Units 2 and Unit 4.

All forest products above located on part(s) of Sections 2, 10 and 11 all in Township 28 North, Range 15 West, Sections 16 all in Township 28 North, Range 14 West, W.M., containing 244 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 DBH, Ring Count, Total MBF, and MBF by Grade (1P, 2P, 3P, SM, 1S, 2S, 3S, 4S, UT). Rows include Hemlock, Douglas fir, Spruce, and Sale Total.

MINIMUM BID: \$735,000.00

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2027

ALLOCATION: Export Restricted

BID DEPOSIT: \$73,500.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: 87% Ground 13% Cable. Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percent and less. Ground based equipment is limited to tracked equipment on sustained slopes that are 45 percent and less. Rubber tired skidders, shovel logging and cable assist/tethered logging must meet rutting and skidding requirements and a harvest plan must be submitted and approved by the Contract Administrator. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

30' Equipment Limitations Zone (ELZ) on all typed water.

ROADS: 10.35 stations of optional construction. 3.75 stations of optional reconstruction. 459.10 stations of optional prehaul maintenance.



TIMBER NOTICE OF SALE

ACREAGE DETERMINATION

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

FEES: \$68,697.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

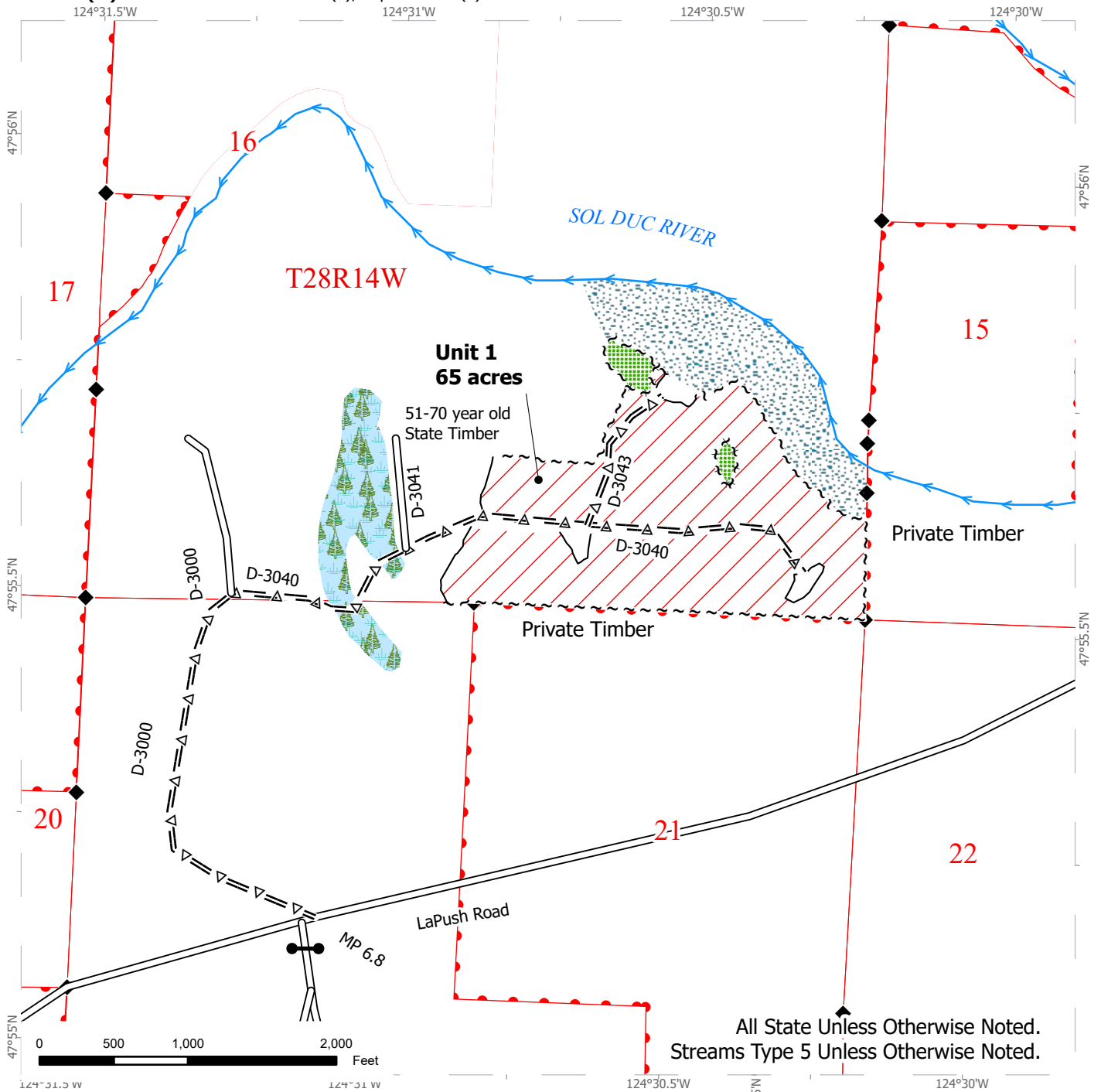
SPECIAL REMARKS: There is a locked gate on Mora Pit - contact Olympic Region Dispatch Center at 360-374-2811 to obtain a AA-1 key.

Purchaser shall develop rock source, Mora Pit, and manufacture approximately 5,000 cy of 1 1/2" minus rock. Refer to Road Plan.

TIMBER SALE MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R15W, T28R14W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



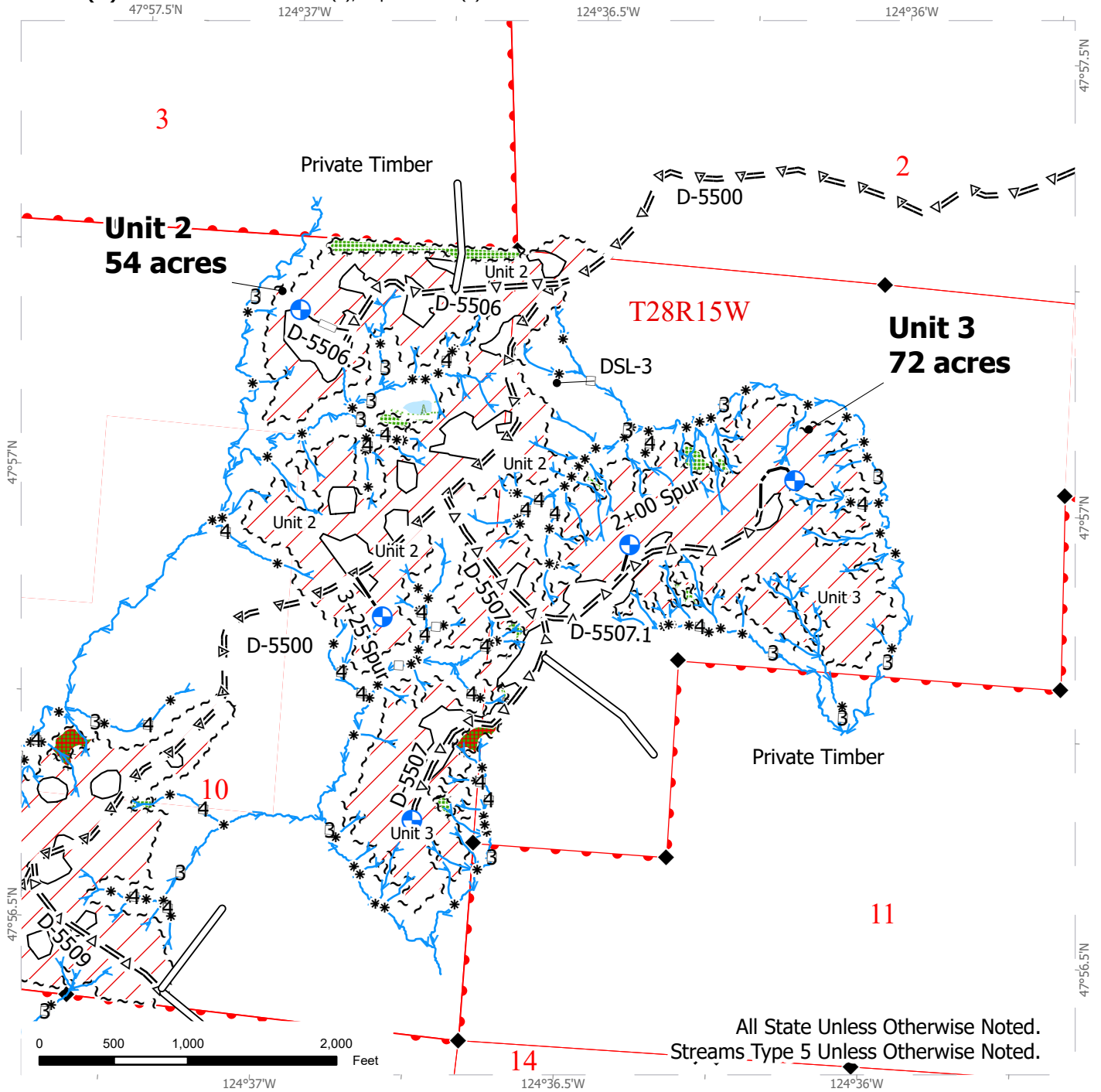
Variable Retention Harvest	Riparian Mgt Zone	DNR Managed Lands
Sale Boundary Tags	Forested Wetland	Public Land Survey Townships
Leave Tree Tags	Streams	Public Land Survey Sections
Timber Type Change	Existing Road	Gate (AA1)
Leave Tree Area	Optional Pre-Haul Maint.	Survey Monument



TIMBER SALE MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R15W, T28R14W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



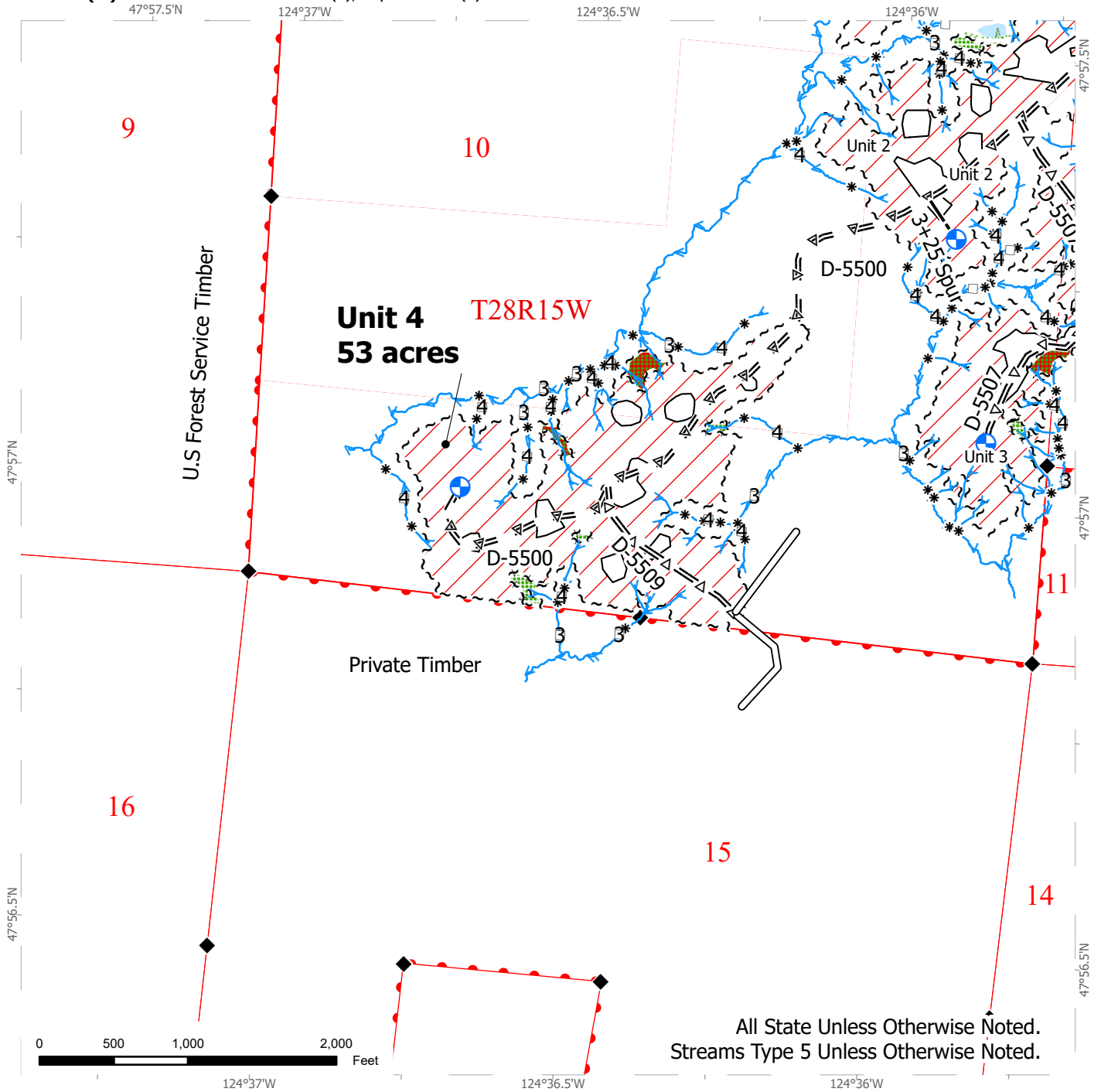
All State Unless Otherwise Noted.
Streams Type 5 Unless Otherwise Noted.

Variable Retention Harvest	Forested Wetland	Optional Pre-Haul Maint.
Sale Boundary Tags	Wetland Mgt Zone	Optional Reconstruction
Leave Tree Tags	Streams	Proposed Landing
Timber Type Change	Stream Type	DNR Managed Lands
Non-Tradeable Leave Tree Area	Stream Break	Public Land Survey Townships
Leave Tree Area	Existing Road	Public Land Survey Sections
Riparian Mgt Zone	Optional Construction	Survey Monument

TIMBER SALE MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R15W, T28R14W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



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

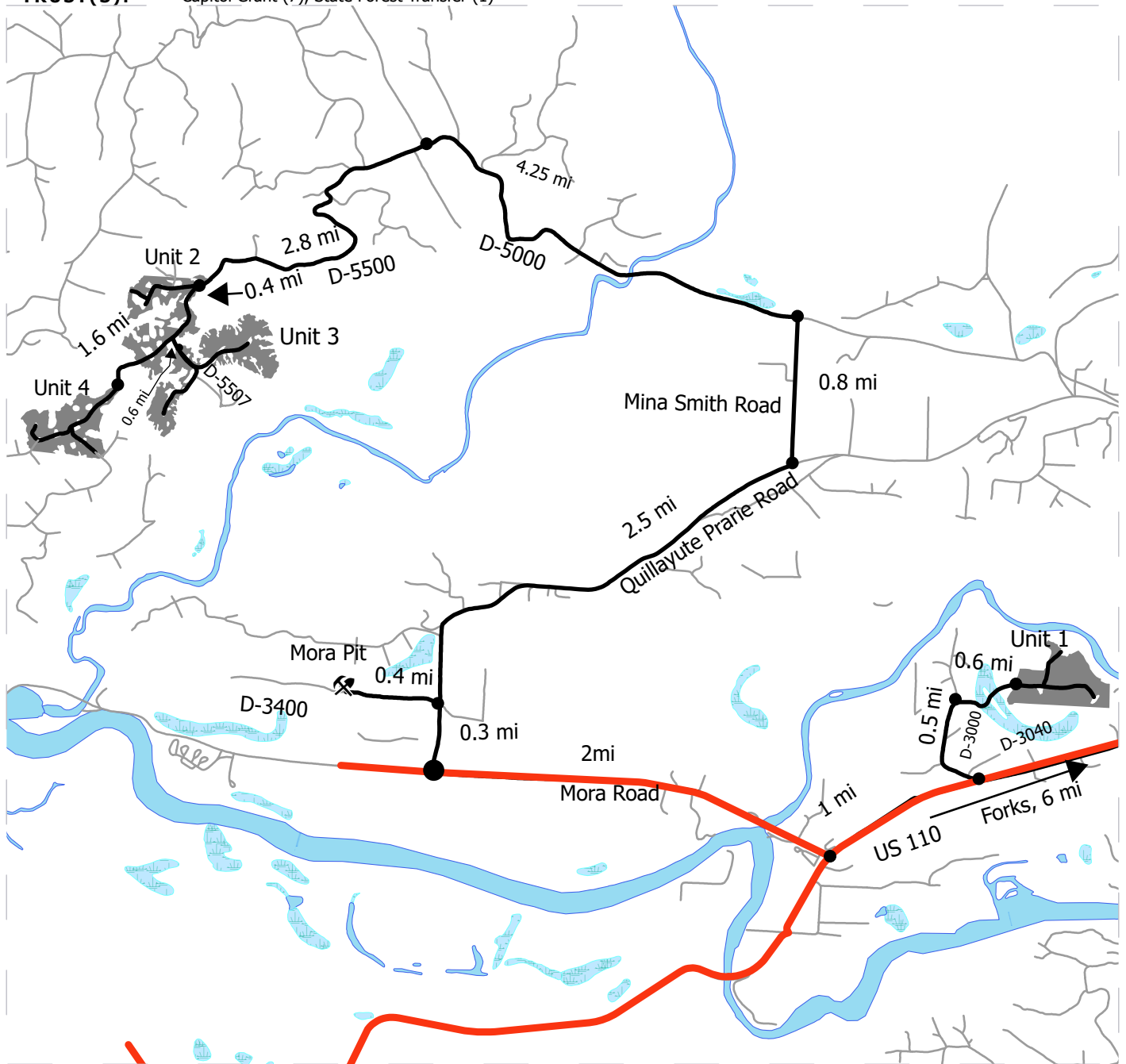
Variable Retention Harvest	Forested Wetland	Optional Pre-Haul Maint.
Sale Boundary Tags	Wetland Mgt Zone	Proposed Landing
Leave Tree Tags	Streams	DNR Managed Lands
Timber Type Change	Stream Type	Public Land Survey Townships
Non-Tradeable Leave Tree Area	Stream Break	Public Land Survey Sections
Leave Tree Area	Existing Road	Survey Monument
Riparian Mgt Zone	Optional Construction	








DRIVING MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R14W, T28R15W
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



Map may not be to scale

<ul style="list-style-type: none">  Harvest Unit  Highway  Haul Route  Other Route  Rock Pit 	<p><u>DRIVING DIRECTIONS:</u></p> <p>Unit 1: From U.S 101 turn left on U.S 110 for 6 miles. Turn right on the D-3000 and continue for 0.5 miles. Turn right at the D-3040 and continue for 0.6 miles.</p> <p>Unit 2: From U.S 110/ D-3000 junction continue for 1 mile, turn right on Mora Road for 2 miles. Drive 2.5 miles on Quillayute-Prairie Road then turn left on Mina Smith Road and turn left on the D-5000 in 0.8 miles. In 4.25 miles turn on to D-5500 and continue for 2.8 miles to reach Unit 2.</p> <p>Unit 3: From Unit 1 head straight for 0.4 mi, turn left on D-5507 and continue for 0.6 miles to reach unit 3.</p> <p>Unit 4: From Unit 1 drive 1.6 miles on the D-5500 to reach Unit 4.</p> <p>Mora Pit: From Mora Road/Quillayute Prairie Road junction, head north and turn left in 0.3 miles. Continue for 0.4 miles on the D-3400 to reach Mora Pit.</p>
--	--



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0104809

SALE NAME: ELLENS ROCK

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on August 28, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, excluding any downed red cedar, trees marked with a band of blue paint or bounded out by leave tree area tags, timber type change in Units 1 and Unit 3; bounded by timber sale boundary tags, in Units 2 and Unit 4.

All forest products described above located on approximately 244 acres on part(s) of Sections 2, 10, and 11 all in Township 28 North, Range 15 West, Section 16 in Township 28 North, Range 14 West W.M. in Clallam County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Slash Piling
B	Green Tree Retention Plan

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2027.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

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

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both

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

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

G-063 Incidental Take Permit Notification Requirements

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;
2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and

3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

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

G-140 Indemnity

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

G-150 Insurance

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance

policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or

expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; D-3000, D-3040, D-3043, D-5000, D-5500, D-5506, D-5506.2, D-5507, D-5507.1, 2+00 Spur, 3+25 Spur, D-5509, Mora Pit Access Road. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the D-5500, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

55-000050 Rayonier Dickey Bridge Easement

55-00050 Rayonier Easement

55-000439 WA ST. Aeronautics Board Easement

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$105,066.00. The total contract price consists of a \$0.00 contract bid price plus \$105,066.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

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

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percent and less. Ground based equipment is limited to tracked equipment on sustained slopes that are 45 percent or less. Rubber tired skidders are restricted unless approved by the Contract Administrator. Shovel logging and cable assist/tethered logging must meet rutting and skidding requirements and harvest plan.

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

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
2. While felling timber, two warning signs must be posted on the D-5500 and the D-3000 roads.
3. Yarding equipment shall not cross live streams without an FPHP.
4. The Purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

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

Road construction and associated work provisions of the Road Plan for this sale, dated 1/29/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads listed in the road plan, authorized in Clause G-310 and not listed in Clause C-060. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on the D-5000 and the Mora Pit Access road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-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-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

Slash or debris which enters any typed 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-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units 1,2,3 and 4.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
Slash Piling

Specifications for Slash Piling

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

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

Schedule B
Green Tree Retention Plan

Leave the following as directed by the Contract Administrator:

1. All trees marked with a blue band of paint and all leave tree area clumps shall remain standing.

The perimeter of the leave tree clumps are designated by Leave Tree Area tags. The tags face outward from the leave tree clumps.

<u>Unit #</u>	<u># of Individually Marked Trees</u>	<u># of Clumps</u>	<u># of Trees Clumped</u>	<u>Total # of Leave Trees</u>
1	284	2	236	520
2	92	2	340	432
3	104	8	488	592
4	140	5	284	424



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Ellens Rock	Region: Olympic
Agreement #: 30-104809	District: Coast
Contact Forester: Jacob Whyte Phone / Location: 360-640-5506 – Forks Office	County(s): Choose a county, Clallam
Alternate Contact: Erik Camacho-Roldan Phone / Location: 360-640-9165	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	95%
Harvest System: Downhill Cable Click here to enter text.	5%

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	Thinning Gap Acres (2013 +2016)		
1	T28R14W SEC 16	01	100	27	2	4	2	65	GPS (Garmin)
2	T28R15W SEC 10,11	01 / 07	114	40	2	4	14	54	GPS (Garmin)
3	T28R15W SEC 10,11	01 / 07	134	50	3	2	7	72	GPS (Garmin)
4	T28R15W SEC 10	01 / 07	86	20	2	5	6	53	GPS (Garmin)
TOTAL ACRES			434	137	9	15	29	244	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, road.	N/A	Scattered Leave Trees: 284 Clumped Leave Trees: 236
2	Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, road.	N/A	Scattered Leave Trees: 94 Clumped Leave Trees: 340
3	Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, road.	N/A	Scattered Leave Trees: 93 Clumped Leave Trees: 499
4	Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, road.	N/A	Scattered Leave Trees: 140 Clumped Leave Trees: 284

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF / WH / SS	1,920	FR-D 3040	
2	DF / WH / SS	1,000	FR-D 5500	
3	DF / WH / SS	1,600	FR-D 5507	
4	DF / WH / SS	1,113	FR-D 5500	
TOTAL MBF	Click here to enter total mbf.	5,633 MBF		

REMARKS:

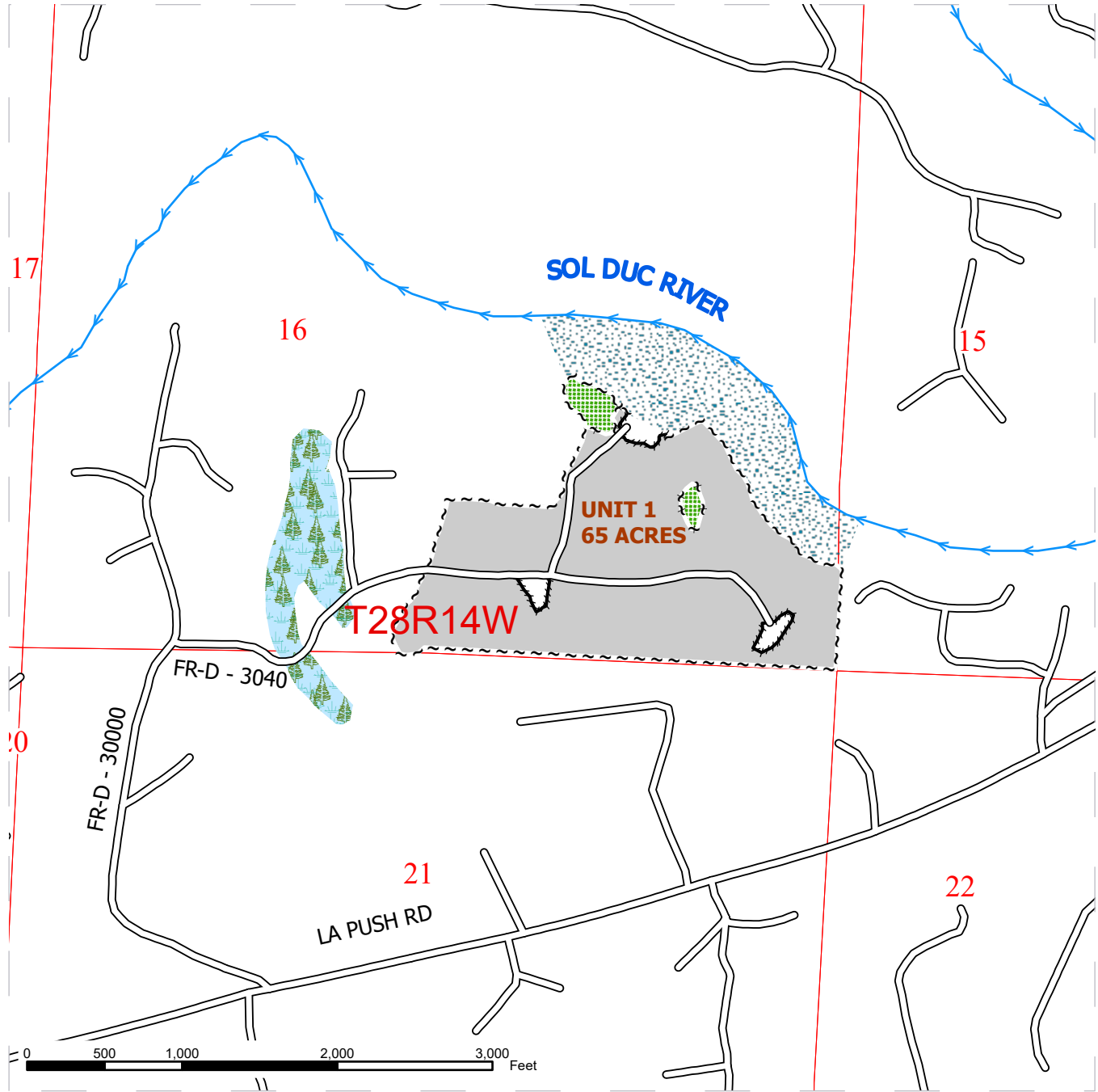
Units 2-4 were thinned as a part of the Ellen Creek timber sale in FY2016. Unit 1 was thinned as a part of the Sand Rock timber sale in FY2013. Units 1, 2, 3, and 4 contain gaps that were clear-cut and replanted as part of the thinning. These gaps are not included in the harvest acreage.

Prepared By: JACOB WHYTE Date: 09/20/2023	Title: NRS 1	CC: ERIK CAMACHO-ROLDAN
--	---------------------	--------------------------------

PRE CRUISE MAP

SALE NAME: ELLENS ROCK
 APPLICATION #: 30 - 104809

COUNTY(S): Clallam
 TOWNSHIP(S): T28R14W, T28R15W
 REGION: OLYMPIC REGION



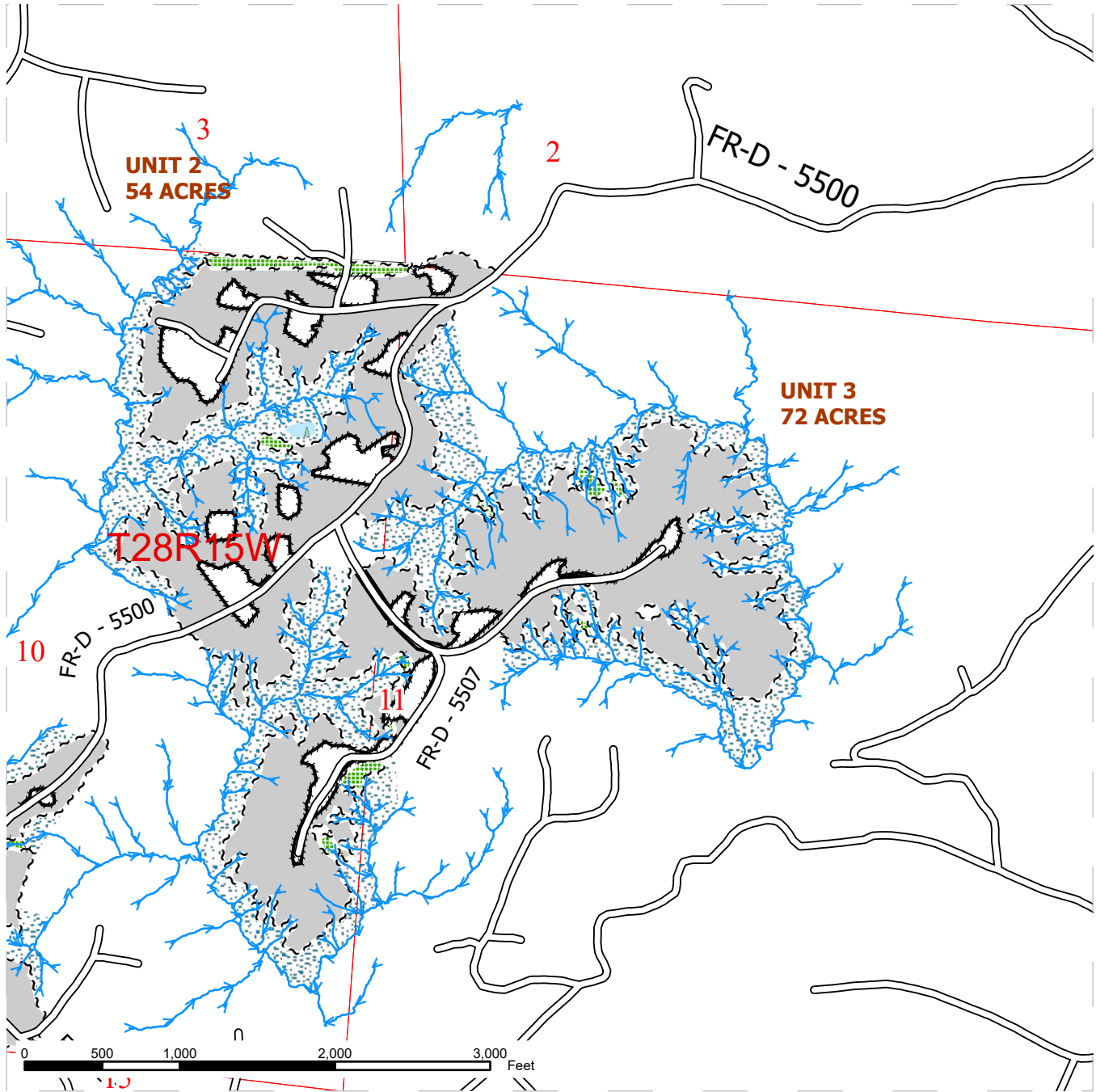
Sale Area	Leave Tree Area	Sale Boundary Tags
Existing Roads	Riparian Mgt Zone	Leave Tree Tags
Streams	Forested Wetland	
Timber Type Change	Public Land Survey Townships	
	Public Land Survey Sections	



PRE CRUISE MAP

SALE NAME: ELLENS ROCK
 APPLICATION #: 30 - 104809

COUNTY(S): Clallam
 TOWNSHIP(S): T28R14W, T28R15W
 REGION: OLYMPIC REGION



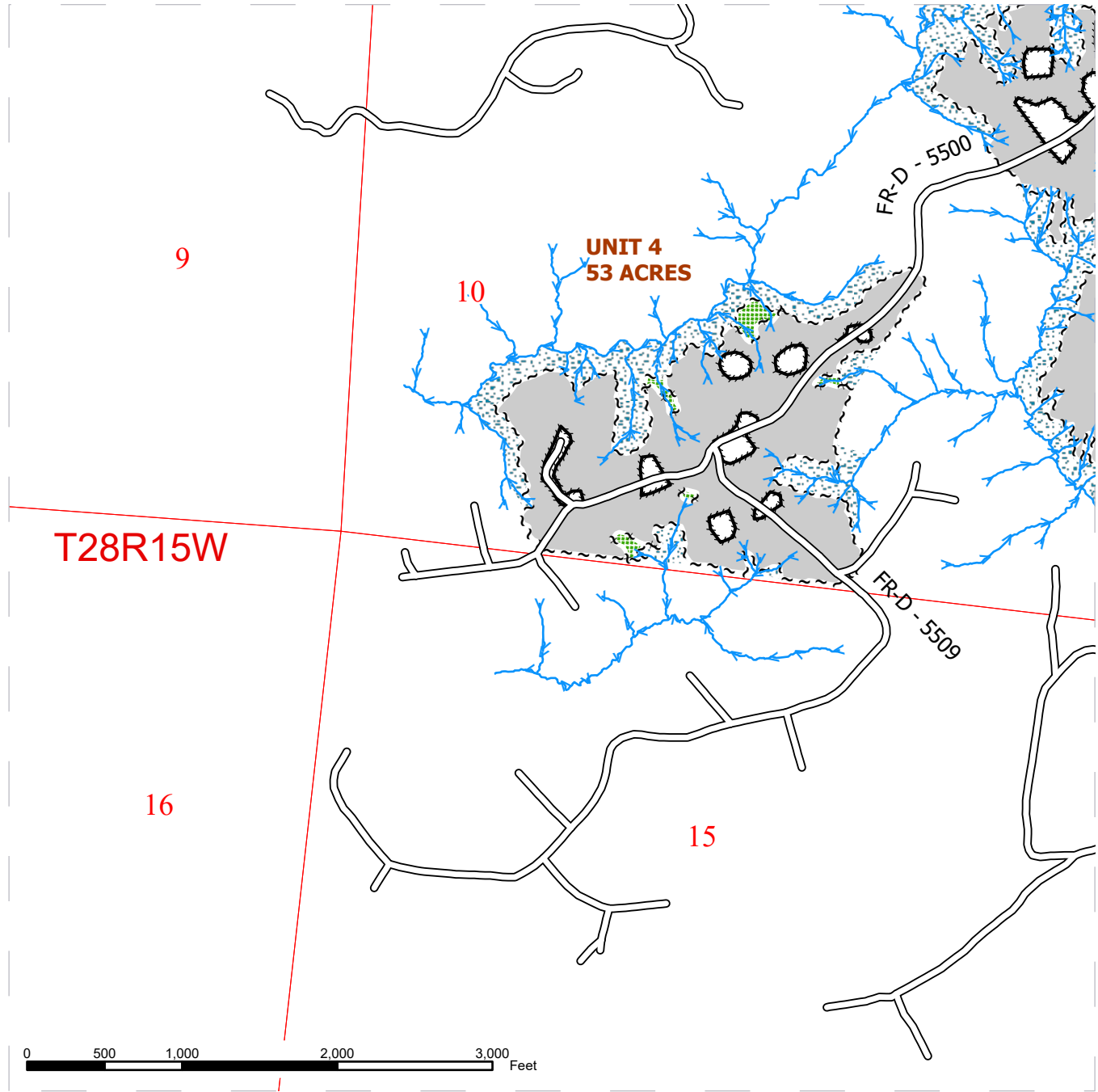
Sale Area	Leave Tree Area	Sale Boundary Tags
Existing Roads	Riparian Mgt Zone	Leave Tree Tags
Streams	Forested Wetland	
Timber Type Change	Public Land Survey Townships	
	Public Land Survey Sections	



PRE CRUISE MAP

SALE NAME: ELLENS ROCK
 APPLICATION #: 30 - 104809

COUNTY(S): Clallam
 TOWNSHIP(S): T28R14W, T28R15W
 REGION: OLYMPIC REGION



Sale Area	Leave Tree Area	Sale Boundary Tags
Existing Roads	Riparian Mgt Zone	Leave Tree Tags
Streams	Forested Wetland	
Timber Type Change	Public Land Survey Townships	
	Public Land Survey Sections	



Timber Sale Cruise Report Ellens Rock

Sale Name: ELLENS ROCK

Sale Type: LUMP SUM

Region: OLYMPIC

District: OZETTE

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is located off of the D-5000, west of Forks. Access to all units is really good.

Cruise Design:

For this sale I used a 40 BAF for all species on all 4 units. Merch height was determined at 40% of diameter at 16'. All butt logs were cruised in 40' lengths.

Timber Quality:

These units were all thinned 5-10 years ago and are a mixture of DF, WH and SS. DBH range from 10"-24" and bole heights range from 50'-80'. Common defects were sweep and forked tops.

Logging and Stand Conditions:

Some of the units have a decent salmonberry understory but its pretty easy walking. There are some pockets of the sale that haven't been thinned.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	15.5	6.0		1,595	342	919	334
DF	17.3	6.0		1,247	386	654	207
SS	15.3	5.6		1,199	365	599	235
ALL	15.9	5.8		4,041	1,093	2,172	776

Timber Sale Notice Weight (tons)

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
WH	17,013	3,665	9,525	3,823
DF	12,130	3,724	6,344	2,062
SS	10,682	3,249	5,479	1,954
ALL	39,825	10,638	21,348	7,839

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 (%)
167.3	3.3	99.3	1.0	16,561	3.4

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ELLENS ROCK U1	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	65.0	65.6	33	11	1
ELLENS ROCK U2	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	54.0	56.6	27	9	2
ELLENS ROCK U3	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	72.0	73.9	37	12	1
ELLENS ROCK U4	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	53.0	55.2	27	9	0
All		244.0	251.3	124	41	4

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	12.8	40	1,614	1,582	1.9	3,723.7	386.1
DF	LIVE	3 SAW	Domestic	9.3	40	2,743	2,681	2.2	6,344.0	654.2
DF	LIVE	4 SAW	Domestic	5.5	24	848	848	0.0	2,062.0	206.9
SS	LIVE	2 SAW	Domestic	13.1	40	1,562	1,496	4.2	3,249.3	365.0
SS	LIVE	3 SAW	Domestic	8.9	40	2,464	2,454	0.4	5,478.7	598.7
SS	LIVE	4 SAW	Domestic	5.4	22	966	963	0.2	1,953.9	235.1
WH	LIVE	2 SAW	Domestic	12.8	40	1,486	1,402	5.7	3,665.0	342.2
WH	LIVE	3 SAW	Domestic	9.2	40	3,827	3,766	1.6	9,525.1	918.9
WH	LIVE	4 SAW	Domestic	5.4	27	1,378	1,368	0.7	3,823.4	333.9

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	5.9	27	1,412	0.0	3,536.0	344.4
DF	9 - 11	LIVE	Domestic	10.4	40	2,117	2.8	4,870.0	516.7
DF	12 - 14	LIVE	Domestic	12.8	40	1,582	1.9	3,723.7	386.1
SS	5 - 8	LIVE	Domestic	6.0	26	1,917	0.1	4,248.2	467.7
SS	9 - 11	LIVE	Domestic	10.1	40	1,500	0.7	3,184.4	366.1
SS	12 - 14	LIVE	Domestic	13.1	40	1,496	4.2	3,249.3	365.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	5 - 8	LIVE	Domestic	5.9	30	2,336	0.7	6,524.8	569.9
WH	9 - 11	LIVE	Domestic	10.5	40	2,799	1.9	6,823.6	682.8
WH	12 - 14	LIVE	Domestic	12.8	40	1,402	5.7	3,665.0	342.2

Cruise Unit Report ELLENS ROCK U1

Unit Sale Notice Volume (MBF): ELLENS ROCK U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.8	6.0		423	122	224	78
WH	13.3			410	77	227	106
SS	14.9	5.0		261	54	154	52
ALL	14.5	5.5		1,094	253	605	236

Unit Cruise Design: ELLENS ROCK U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	65.0	65.5	33	11	1

Unit Cruise Summary: ELLENS ROCK U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	18	57	1.7	1
WH	20	54	1.6	0
SS	12	35	1.1	1
ALL	50	146	4.4	2

Unit Cruise Statistics: ELLENS ROCK U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	69.1	123.0	21.4	94.3	9.7	2.3	6,514	123.4	21.5
WH	65.5	134.8	23.5	96.3	17.3	3.9	6,305	135.9	23.8
SS	42.4	147.1	25.6	94.6	12.2	3.5	4,013	147.6	25.8
ALL	177.0	32.5	5.7	95.1	13.6	1.9	16,833	35.2	6.0

Unit Summary: ELLENS ROCK U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	18	ALL	15.8	61	75	6,737	6,514	3.3	50.7	69.1	17.4	423.4
SS	LIVE	CUT	12	ALL	14.9	55	68	4,075	4,013	1.5	35.0	42.4	11.0	260.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	20	ALL	13.3	56	68	6,475	6,305	2.6	67.8	65.5	17.9	409.8
ALL	LIVE	CUT	50	ALL	14.5	57	71	17,287	16,833	2.6	153.5	177.0	46.3	1,094.1
ALL	ALL	ALL	50	ALL	14.5	57	71	17,287	16,833	2.6	153.5	177.0	46.3	1,094.1

Cruise Unit Report ELLENS ROCK U2

Unit Sale Notice Volume (MBF): ELLENS ROCK U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	17.2			337	98	189	50
DF	18.6			270	113	114	43
SS	17.0			158	55	81	21
ALL	17.5			765	266	384	114

Unit Cruise Design: ELLENS ROCK U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	54.0	56.6	27	9	2

Unit Cruise Summary: ELLENS ROCK U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	13	39	1.4	0
DF	9	34	1.3	0
SS	8	19	0.7	0
ALL	30	92	3.4	0

Unit Cruise Statistics: ELLENS ROCK 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 (%)
WH	57.8	104.0	20.0	108.0	8.2	2.3	6,242	104.3	20.1
DF	50.4	109.2	21.0	99.2	9.2	3.1	4,998	109.6	21.2
SS	28.1	235.9	45.4	103.8	11.3	4.0	2,922	236.1	45.6
ALL	136.3	38.4	7.4	103.9	9.8	1.8	14,163	39.6	7.6

Unit Summary: ELLENS ROCK U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	18.6	68	85	4,998	4,998	0.0	26.7	50.4	11.7	269.9
SS	LIVE	CUT	8	ALL	17.0	65	81	2,922	2,922	0.0	17.9	28.1	6.8	157.8
WH	LIVE	CUT	13	ALL	17.2	66	82	6,242	6,242	0.0	35.8	57.8	13.9	337.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	30	ALL	17.6	67	83	14,163	14,163	0.0	80.4	136.3	32.4	764.8
ALL	ALL	ALL	30	ALL	17.6	67	83	14,163	14,163	0.0	80.4	136.3	32.4	764.8

Cruise Unit Report ELLENS ROCK U3

Unit Sale Notice Volume (MBF): ELLENS ROCK U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	15.5	6.0		564	124	305	135
SS	13.5	6.0		450	120	215	116
DF	16.8	6.0		242	21	184	37
ALL	14.9	6.0		1,257	264	704	288

Unit Cruise Design: ELLENS ROCK U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	72.0	73.9	37	12	1

Unit Cruise Summary: ELLENS ROCK U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	17	74	2.0	1
SS	17	62	1.7	1
DF	9	32	0.9	1
ALL	43	168	4.5	3

Unit Cruise Statistics: ELLENS ROCK 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 (%)
WH	80.0	89.0	14.6	98.0	18.9	4.6	7,838	91.0	15.3
SS	67.0	125.9	20.7	93.3	15.2	3.7	6,251	126.8	21.0
DF	34.6	149.7	24.6	97.2	10.8	3.6	3,364	150.1	24.9
ALL	181.6	45.1	7.4	96.1	15.9	2.4	17,454	47.9	7.8

Unit Summary: ELLENS ROCK U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	16.8	67	84	3,478	3,364	3.3	22.5	34.6	8.4	242.2
SS	LIVE	CUT	17	ALL	13.5	52	64	6,462	6,251	3.3	67.4	67.0	18.2	450.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	17	ALL	15.5	62	76	8,208	7,838	4.5	61.1	80.0	20.3	564.3
ALL	LIVE	CUT	43	ALL	14.9	58	72	18,148	17,454	3.8	151.0	181.6	47.0	1,256.7
ALL	ALL	ALL	43	ALL	14.9	58	72	18,148	17,454	3.8	151.0	181.6	47.0	1,256.7

Cruise Unit Report ELLENS ROCK U4

Unit Sale Notice Volume (MBF): ELLENS ROCK U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
SS	17.3			330	136	148	46
DF	18.6			312	131	132	49
WH	16.9			284	43	198	42
ALL	17.5			925	310	478	138

Unit Cruise Design: ELLENS ROCK U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	53.0	55.2	27	9	0

Unit Cruise Summary: ELLENS ROCK U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
SS	11	40	1.5	0
DF	9	40	1.5	0
WH	10	33	1.2	0
ALL	30	113	4.2	0

Unit Cruise Statistics: ELLENS ROCK 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 (%)
SS	59.3	136.8	26.3	105.1	10.4	3.1	6,226	137.2	26.5
DF	59.3	118.9	22.9	99.2	9.2	3.1	5,880	119.3	23.1
WH	48.9	142.3	27.4	109.5	8.4	2.6	5,353	142.6	27.5
ALL	167.4	23.9	4.6	104.3	9.8	1.8	17,458	25.8	4.9

Unit Summary: ELLENS ROCK U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	18.6	68	85	5,880	5,880	0.0	31.4	59.3	13.7	311.7
SS	LIVE	CUT	11	ALL	17.3	66	82	6,226	6,226	0.0	36.3	59.3	14.2	330.0
WH	LIVE	CUT	10	ALL	16.9	66	82	5,353	5,353	0.0	31.4	48.9	11.9	283.7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	30	ALL	17.6	67	83	17,458	17,458	0.0	99.1	167.4	39.9	925.3
ALL	ALL	ALL	30	ALL	17.6	67	83	17,458	17,458	0.0	99.1	167.4	39.9	925.3



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2618351

Effective Date: 6/7/2024

Expiration Date: 6/7/2027

Shut Down Zone: MULTIPLE

EARR Tax Credit: Eligible Non-eligible

Reference: WA Dept. Natural Resources
Ellens Rock

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

Issued By: Elliot Mann

Region: Olympic

Title: Forest Practices Forester

Date: 6/7/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: 

Date: 06/07/2024

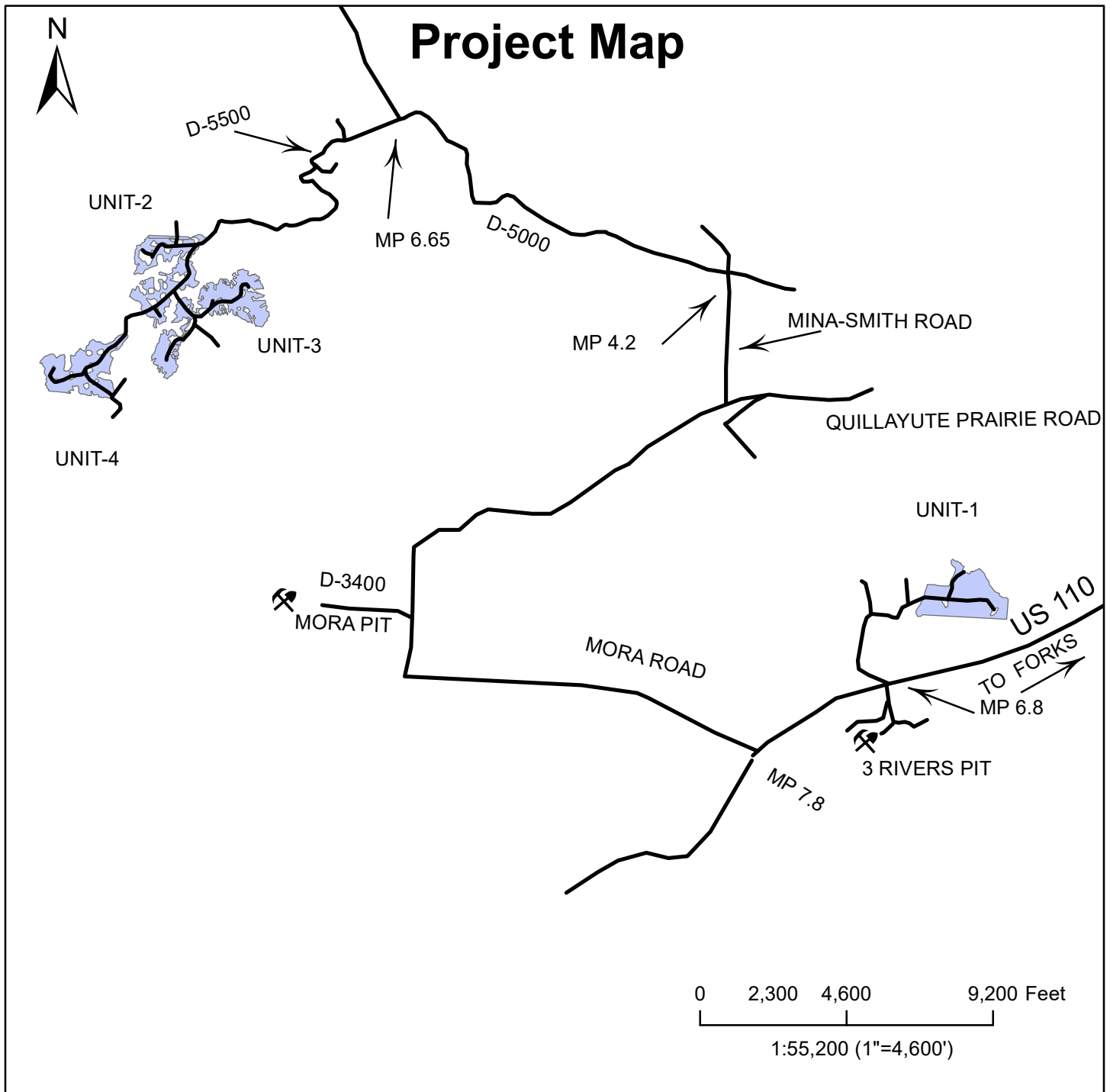
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
ELLENS ROCK TIMBER SALE ROAD PLAN
CLALLAM COUNTY
COAST DISTRICT

AGREEMENT NO.: 30-104809

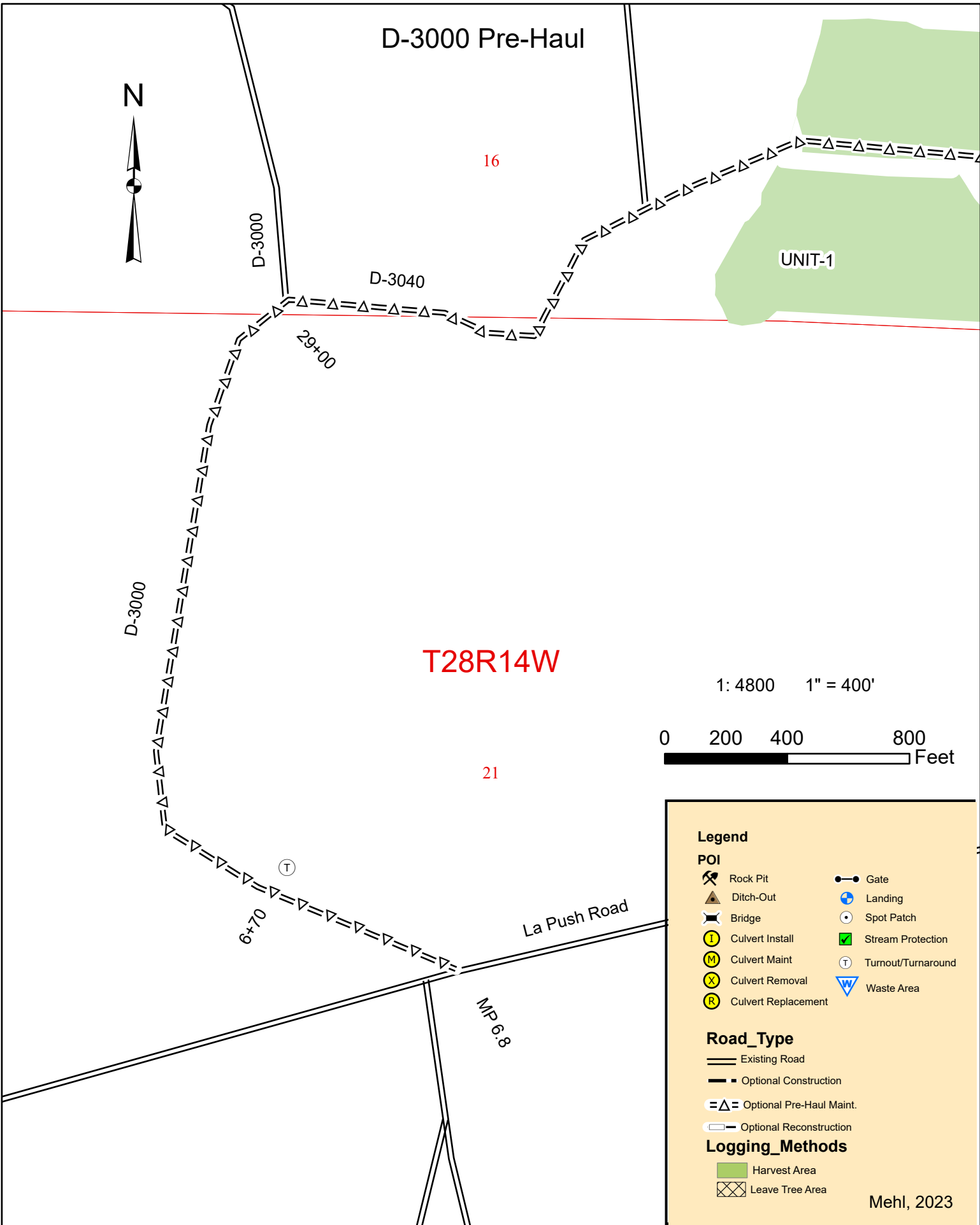
DISTRICT ENGINEER: BILL MEHL

DATE 28 NOVEMBER 2023

DRAWN AND COMPILED BY: BILL MEHL



ELLENS ROCK TIMBER SALE

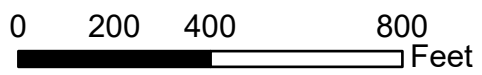


16

UNIT-1

T28R14W

1: 4800 1" = 400'



21

Legend

POI

- Rock Pit
- Ditch-Out
- Bridge
- Culvert Install
- Culvert Maint
- Culvert Removal
- Culvert Replacement
- Gate
- Landing
- Spot Patch
- Stream Protection
- Turnout/Turnaround
- Waste Area

Road_Type

- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

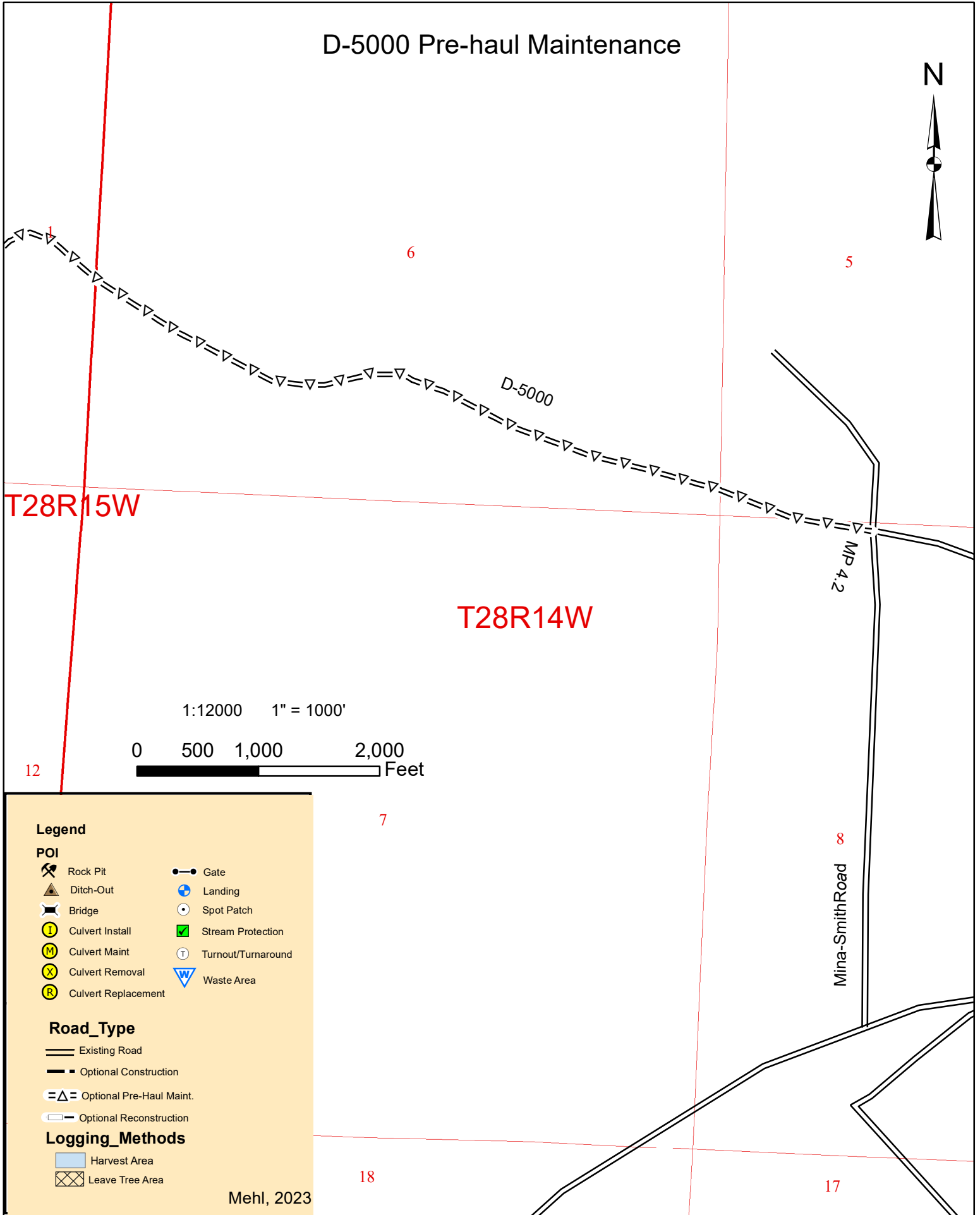
Logging_Methods

- Harvest Area
- Leave Tree Area

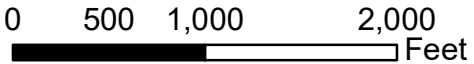
Mehl, 2023

ELLENS ROCK TIMBER SALE

D-5000 Pre-haul Maintenance



1:12000 1" = 1000'



Legend

POI

	Rock Pit		Gate
	Ditch-Out		Landing
	Bridge		Spot Patch
	Culvert Install		Stream Protection
	Culvert Maint		Turnout/Turnaround
	Culvert Removal		Waste Area
	Culvert Replacement		

Road_Type

- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

Logging_Methods

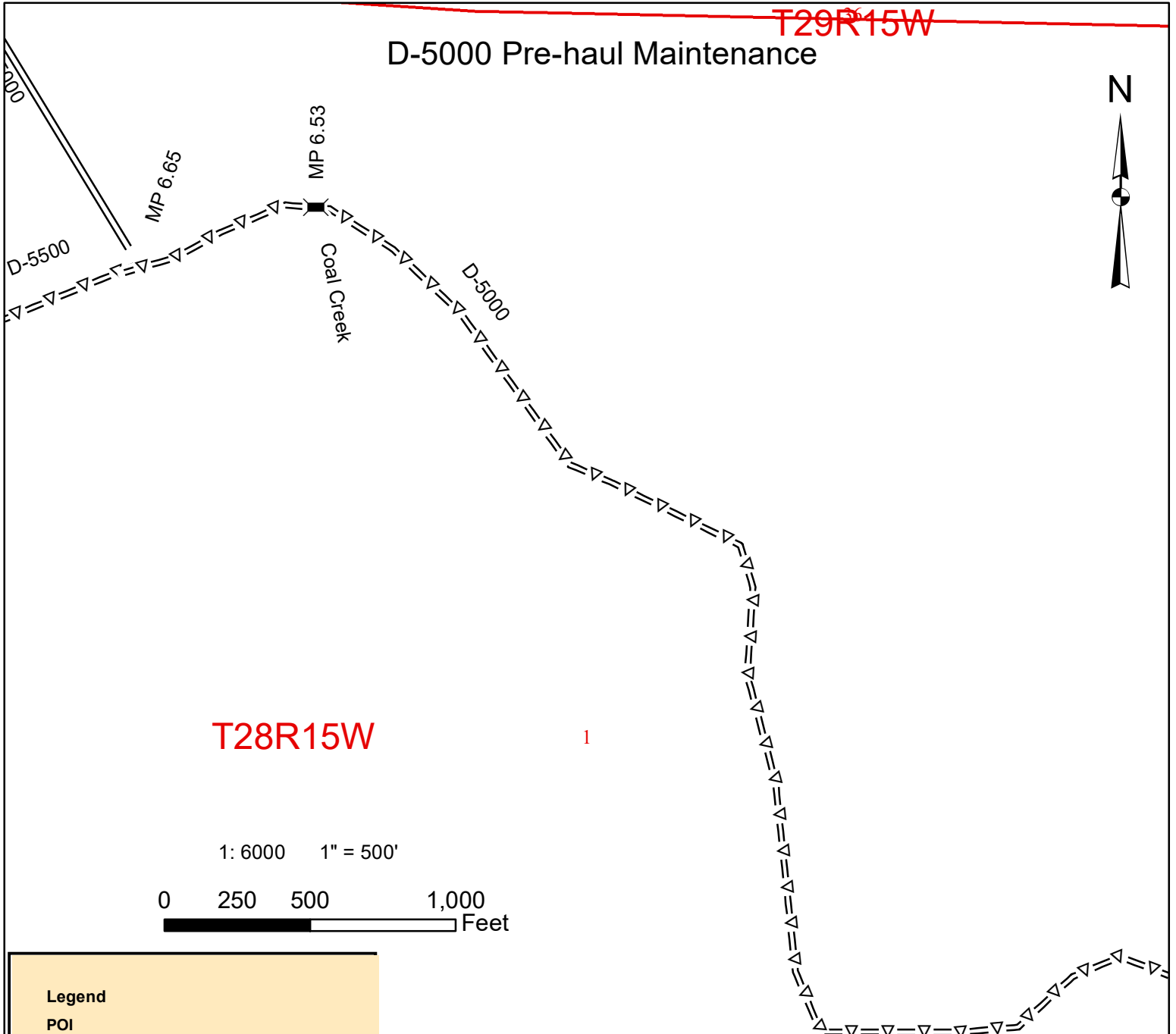
- Harvest Area
- Leave Tree Area

Mehl, 2023

ELLENS ROCK TIMBER SALE

T29R15W

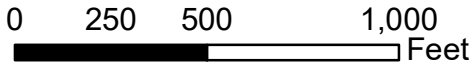
D-5000 Pre-haul Maintenance



T28R15W

1

1: 6000 1" = 500'



Legend

POI

- | | |
|---------------------|--------------------|
| Rock Pit | Gate |
| Ditch-Out | Landing |
| Bridge | Spot Patch |
| Culvert Install | Stream Protection |
| Culvert Maint | Turnout/Turnaround |
| Culvert Removal | Waste Area |
| Culvert Replacement | |

Road_Type

- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

Logging_Methods

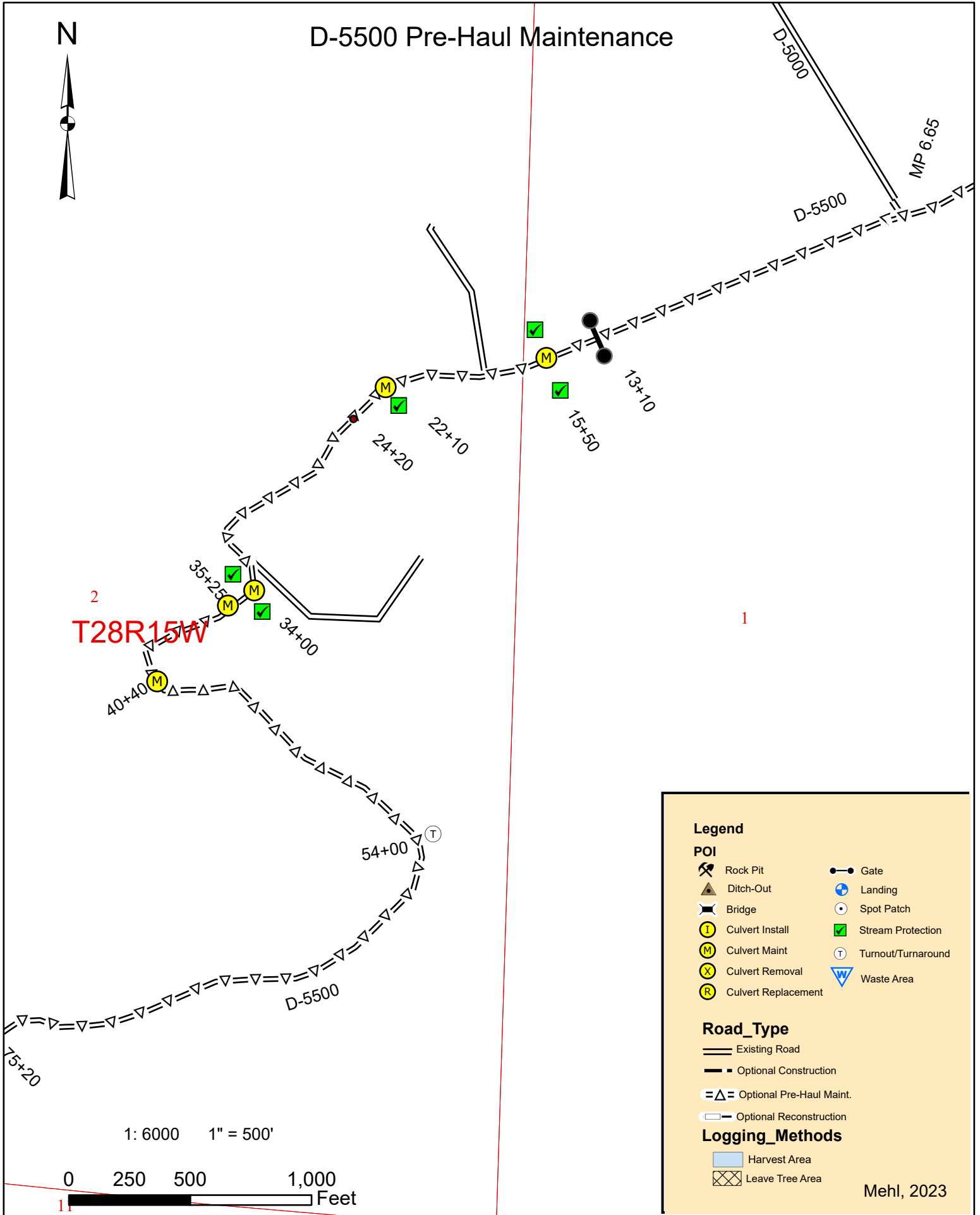
- Harvest Area
- Leave Tree Area

Mehl, 2023

ELLENS ROCK TIMBER SALE

D-5500 Pre-Haul Maintenance

N



Legend

POI

- Rock Pit
- Ditch-Out
- Bridge
- Culvert Install
- Culvert Maint
- Culvert Removal
- Culvert Replacement
- Gate
- Landing
- Spot Patch
- Stream Protection
- Turnout/Turnaround
- Waste Area

Road_Type

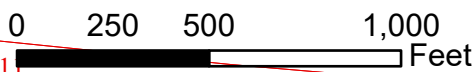
- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

Logging_Methods

- Harvest Area
- Leave Tree Area

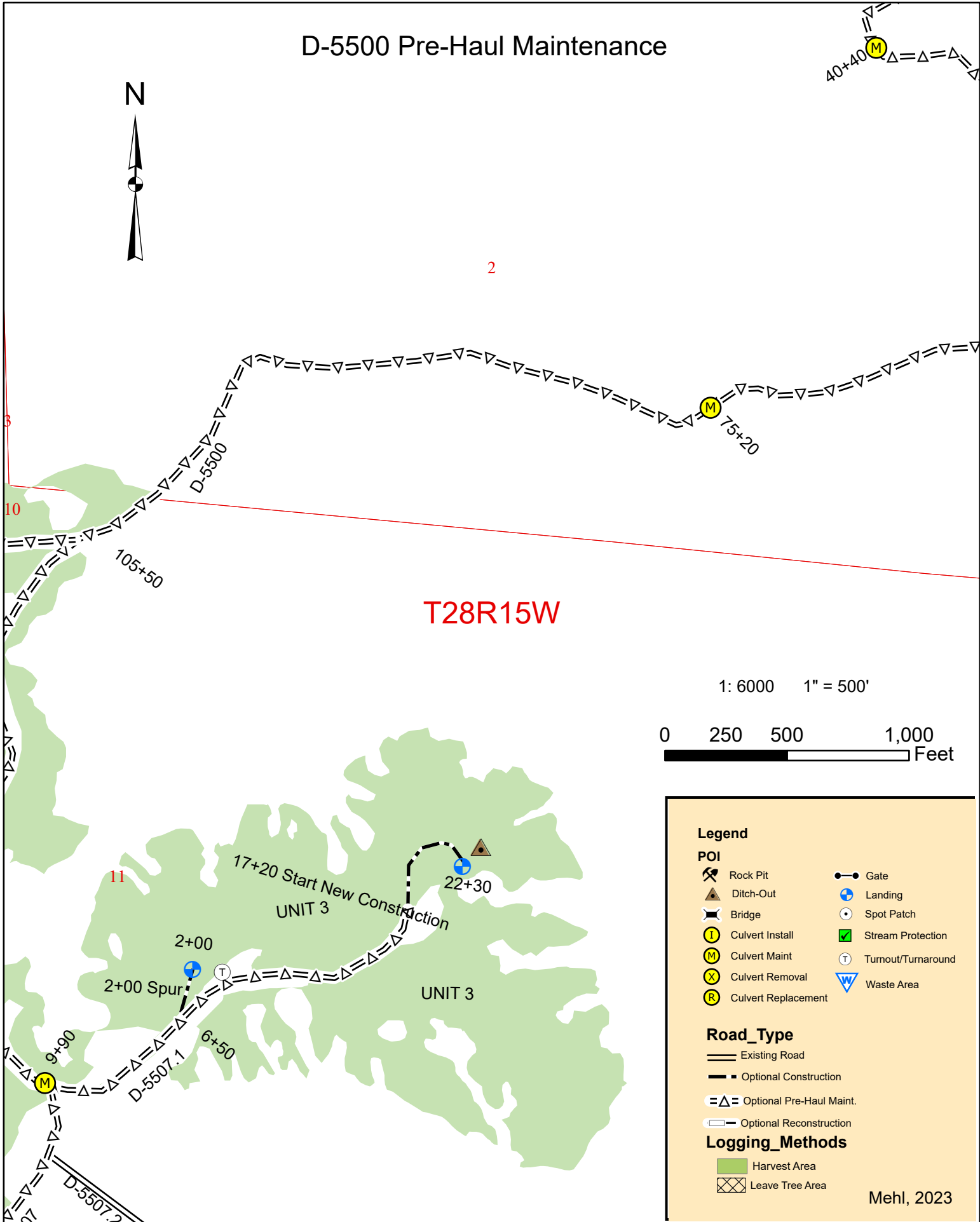
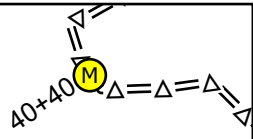
Mehl, 2023

1: 6000 1" = 500'



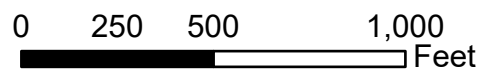
ELLENS ROCK TIMBER SALE

D-5500 Pre-Haul Maintenance



T28R15W

1: 6000 1" = 500'



Legend

POI

- Rock Pit
- Ditch-Out
- Bridge
- Culvert Install
- Culvert Maint
- Culvert Removal
- Culvert Replacement
- Gate
- Landing
- Spot Patch
- Stream Protection
- Turnout/Turnaround
- Waste Area

Road_Type

- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

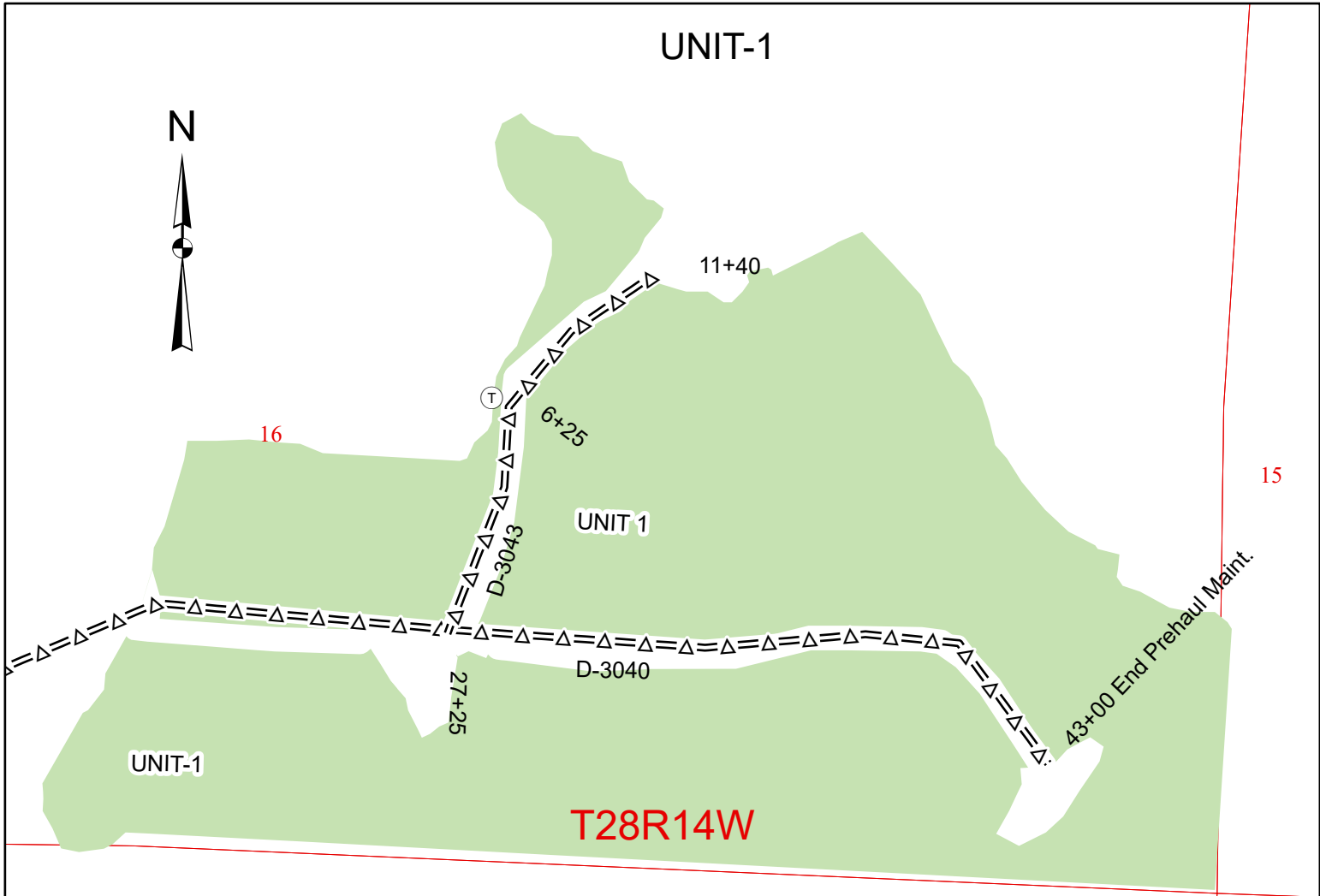
Logging_Methods

- Harvest Area
- Leave Tree Area

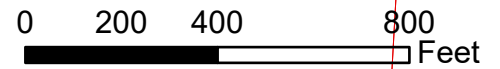
Mehl, 2023

ELLENS ROCK TIMBER SALE

UNIT-1



1: 4800 1" = 400'



Legend

POI

- Rock Pit
- Ditch-Out
- Bridge
- Culvert Install
- Culvert Maint
- Culvert Removal
- Culvert Replacement
- Gate
- Landing
- Spot Patch
- Stream Protection
- Turnout/Turnaround
- Waste Area

Road_Type

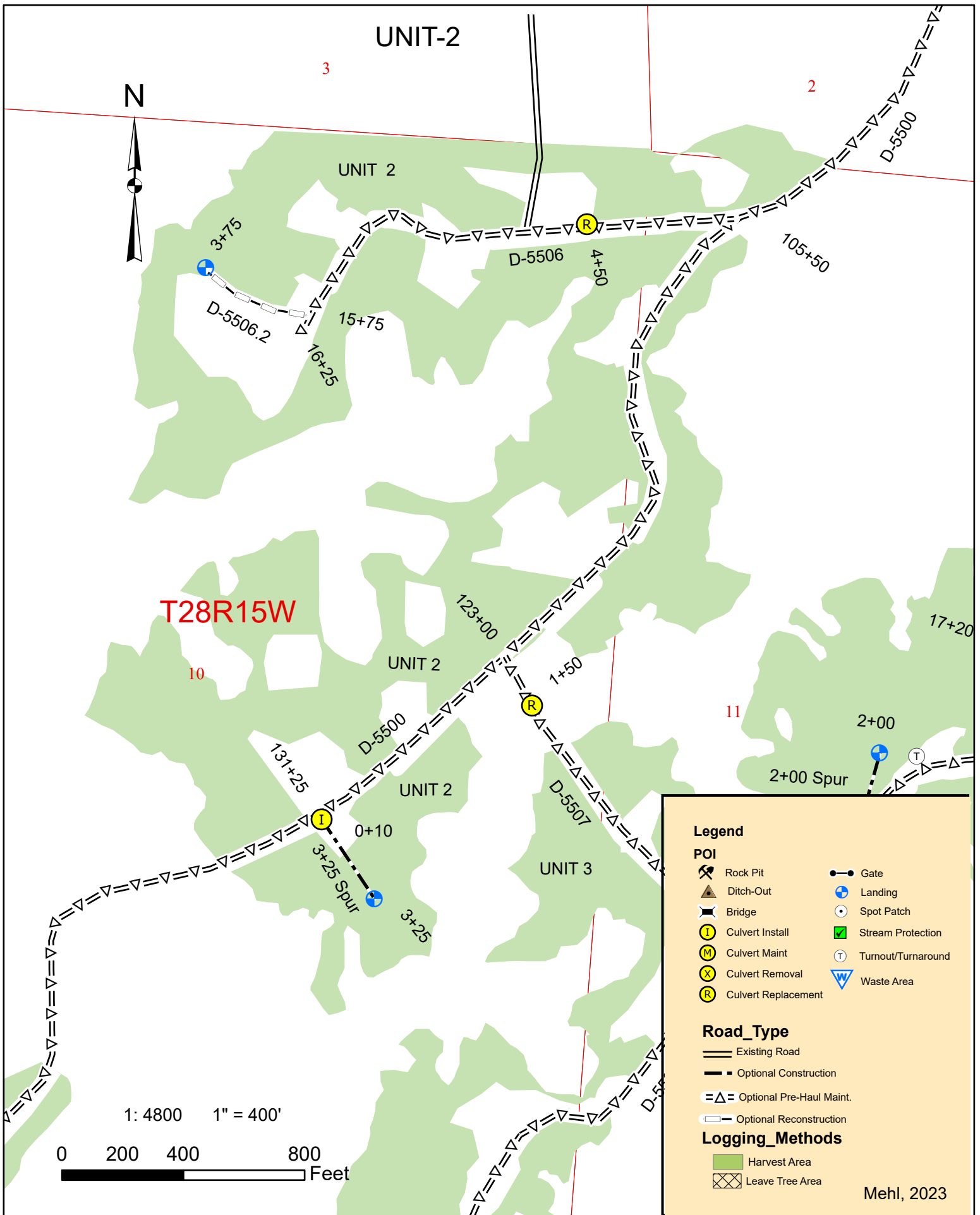
- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

Logging_Methods

- Harvest Area
- Leave Tree Area

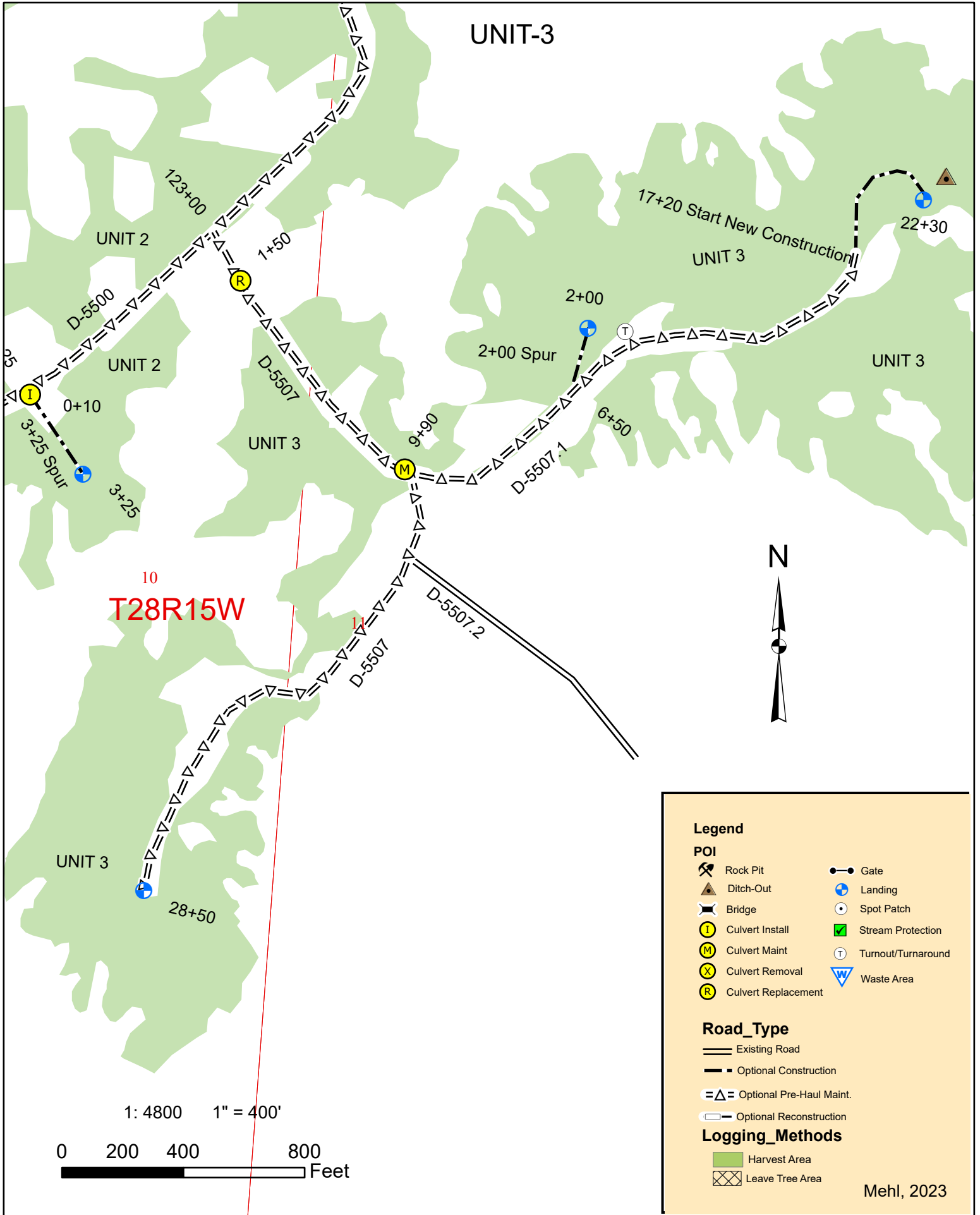
Mehl, 2023

ELLENS ROCK TIMBER SALE



ELLENS ROCK TIMBER SALE

UNIT-3



Legend

POI

- Rock Pit
- Ditch-Out
- Bridge
- Culvert Install
- Culvert Maint
- Culvert Removal
- Culvert Replacement
- Gate
- Landing
- Spot Patch
- Stream Protection
- Turnout/Turnaround
- Waste Area

Road_Type

- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

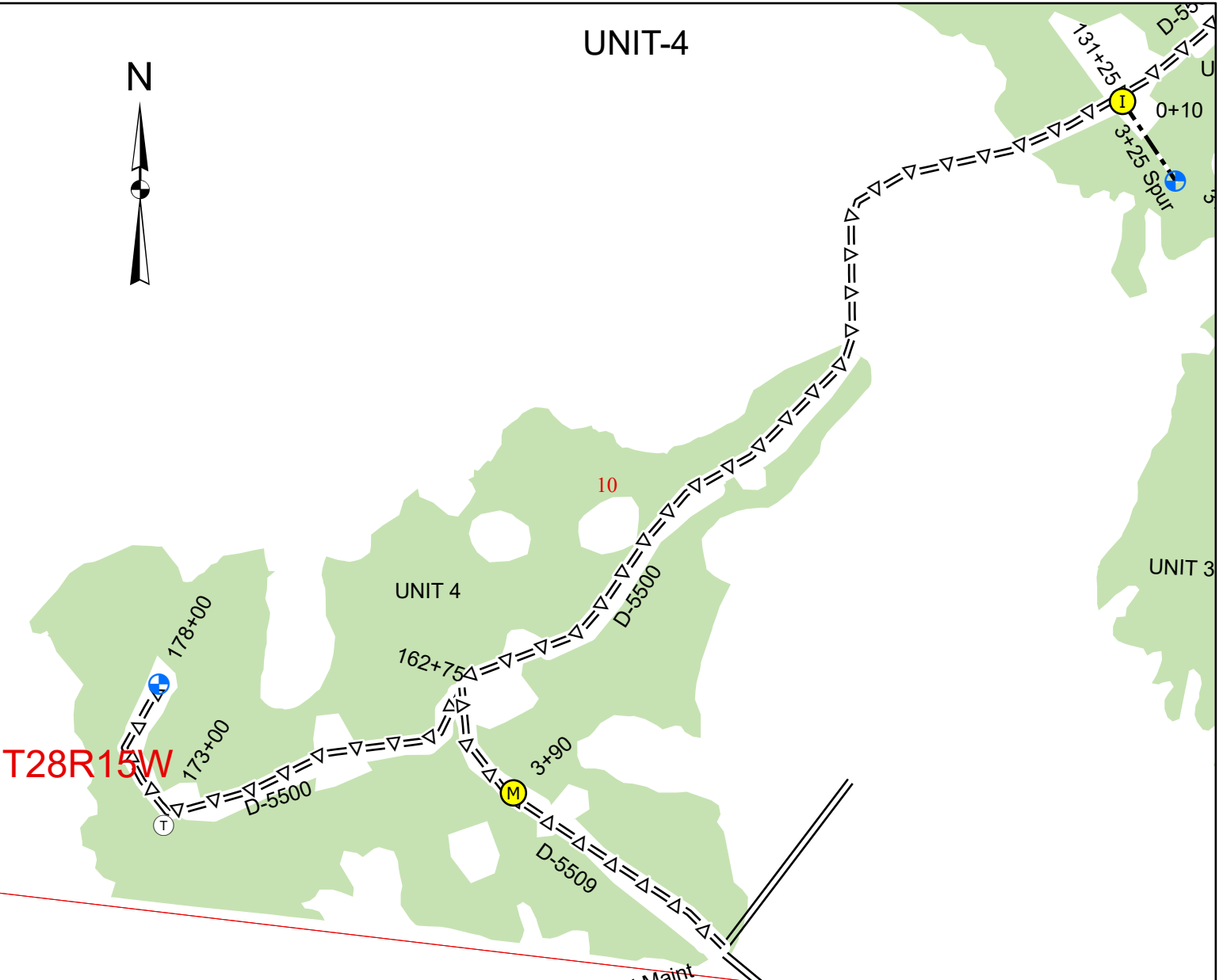
Logging_Methods

- Harvest Area
- Leave Tree Area

Mehl, 2023

ELLENS ROCK TIMBER SALE

UNIT-4

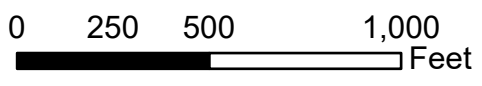


T28R15W

11+75 End Prehaul Maint

15

1: 6000 1" = 500'



Legend

POI

- Rock Pit
- Ditch-Out
- Bridge
- Culvert Install
- Culvert Maint
- Culvert Removal
- Culvert Replacement
- Gate
- Landing
- Spot Patch
- Stream Protection
- Turnout/Turnaround
- Waste Area

Road_Type

- Existing Road
- Optional Construction
- Optional Pre-Haul Maint.
- Optional Reconstruction

Logging_Methods

- Harvest Area
- Leave Tree Area

Mehl, 2023

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
D-3000	29.00	Pre-Haul Maintenance
D-3040	43.00	Pre-Haul Maintenance
D-3043	11.40	Pre-Haul Maintenance
D-5000	124.00	Pre-Haul Maintenance
D-5500	178.00	Pre-Haul Maintenance
D-5506	16.25	Pre-Haul Maintenance
D-5506.2	3.75	Reconstruction
D-5507	28.50	Pre-Haul Maintenance
D-5507.1	17.20	Pre-Haul Maintenance
D-5507.1	5.10	Construction
2+00 Spur	2.00	Construction
3+25 Spur	3.25	Construction
D-5509	11.75	Pre-Haul Maintenance

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-5507.1	17+20 – 22+30	See Below
2+00 Spur	0+00 – 2+00	See Below
3+25 Spur	0+00 – 3+25	See Below
Total:	10.35	

Construction includes, but is not limited to:

Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts, constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

0-5 RECONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-5506.2	0+00 – 3+75	See Below
Total:	3.75	

Reconstruction includes, but is not limited to:

Installing additional culvert, realigning road segments, application of rock, removing culvert.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-3000	0+00 – 29+00	Grade/shape/compact in accordance with Clause 2-5.
D-3040	0+00 – 43+00	Grade/shape/compact in accordance with Clause 2-5. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-3043	0+00 – 11+40	Grade/shape/compact in accordance with Clause 2-5. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-5000	MP. 4.2 to MP 6.55	Grade/shape/compact in accordance with Clause 2-5. Maintain erosion control structures in accordance with Clause 2-6 & 2-8 and as directed by Contract Administrator.
D-5500	0+00 – 178+00	Grade/shape/compact in accordance with Clause 2-5. Maintain erosion control structures in accordance with Clause 2-8 and 8-1, and as directed by Contract Administrator. Maintain culverts in accordance with Culvert List and Clause 2-6, Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-5506	0+00 – 16+25	Brush road in accordance with Clause 3-1 and Brushing Detail. Replace culvert in accordance with Culvert List, Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-5507	0+00 – 28+50	Brush road in accordance with Clause 3-1 and Brushing Detail. Replace/maintain culverts in accordance with Culvert List, Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-5507.1	0+00 – 17+20	Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
D-5509	0+00 – 11+75	Grade/shape/compact in accordance with Clause 2-5. Maintain culvert in accordance with Culvert List, Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
Total:	459.10	

Maintenance includes, but is not limited to:

Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacement, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

0-7 POST-HAUL MAINTENANCE

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

0-12 DEVELOP ROCK SOURCE

The Purchaser shall develop rock at Mora Pit. Purchaser shall crush 5,000 CY of 1.5" minus by 6/30/2025. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

0-13 STRUCTURES

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-5 DESIGN DATA

Design data is available upon request at the Department of Natural Resources Olympic Region Office in Forks, WA.

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in this Road Plan shall be resolved by giving the documents precedence in the following order:

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-12 SURVEY MONUMENTS

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

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

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

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

1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes set in the field for grade and alignment. Reconstruction of existing road grades must conform to the original location except where construction staked or designed.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
2+00 Spur	0+00 – 2+00	Construction Centerline
D-5507.1	17+20 – 22+30	Construction Centerline
3+25 Spur	0+00 – 3+25	Construction Centerline
D-5506.2	0+00 – 3+75	Construction Centerline

1-18 REFERENCE POINT DAMAGE

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

SUBSECTION TIMING

1-20 COMPLETE BY DATE

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

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

1-23 ROAD WORK PHASE APPROVAL

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

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

SUBSECTION RESTRICTIONS

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- In the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, as approved in writing by Contract Administrator, shall be used. If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road work and hauling operations. Any dirt, rock, or other material tracked or spilled on bridge or asphalt surface(s) shall be removed immediately. Any damage to the surface(s) shall be repaired at the Purchaser’s expense as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

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

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

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

<u>Road Name</u>
La Push Road
Mina Smith Road
Quillayute Prairie Rd

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

C-060 Designated Roads

<u>Road</u>	<u>Stations</u>
D-5000	MP 4.2 to MP 6.65
Mora pit Access	All

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain the following road(s) in a condition that will allow the passage of light administrative vehicles.

<u>Road</u>	<u>Stations</u>
D-5000	MP 4.2 – MP 6.65
D-3000	0+00 – 29+00

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
D-5000	MP 4.2 – MP 6.65	Grade/Shape/Compact existing road surface
D-5500	0+00 – 162+75	Grade/Shape/Compact existing road surface
D-5509	0+00 – 11+75	Grade/Shape/Compact existing road surface
D-3000	0+00 – 29+00	Grade/Shape/Compact existing road surface
D-3040	0+00 – 43+00	Grade/Shape/Compact existing road surface
D-3043	0+00 – 11+40	Grade/Shape/Compact existing road surface

2-6 CLEANING CULVERTS

On the following road(s), all inlets and outlets of culverts shall be cleaned before the start of timber haul and shall be subject to the written approval of the Contract Administrator.

<u>Road</u>	<u>Stations</u>
D-5500	See Culvert List
D-5507	See Culvert List
D-5509	See Culvert List

2-8 MAINTAINING EROSION CONTROL STRUCTURES

On the following road(s), Purchaser shall clean and maintain all erosion control devices. Work shall be completed before the start of timber haul and shall be done in accordance with all pertaining clauses contained in this Road Plan. Excavated material shall be disposed of in accordance with Clause 4-35 through Clause 4-38.

<u>Road</u>	<u>Stations</u>	<u>Work Needed</u>
D-5000	MP 4.2 – MP 6.55	As directed by C/A
D-5500	0+00 – 178+00	As directed by C/A

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

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

<u>Road</u>	<u>Stations</u>
D-5507	12+60 – 28+50
D-5507.1	0+00 – 17+20
D-5506	0+00 – 16+25

3-2 BRUSHING RESTRICTION

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

3-3 BRUSH REMOVAL

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

SUBSECTION CLEARING

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

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

SUBSECTION GRUBBING

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

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

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

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

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

SUBSECTION PILE

3-31 PILING

Organic debris shall be piled no closer than 20 feet from standing timber and no higher than 20 feet in areas specified in Clause 3-22 Designated Waste Area For Organic Debris. Piles shall be free of rock and soil.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

4-2 PIONEERING

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

- Drainage shall be provided on all uncompleted construction.
- Road pioneering operations shall not undercut the final cut slope or restrict drainage.

- Culverts at live stream crossings shall be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

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

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

4-12 FULL BENCH CONSTRUCTION

Where side slopes exceed 45%,> Purchaser shall use full bench construction for the entire subgrade width

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

On all roads, pulling ditch material across the road or mixing in with the road surface will not be allowed. Excavated material shall be disposed of as specified in Clause 4-36 through Clause 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Ditchouts shall be constructed at locations shown on the list below, and as needed to fit as built conditions. Ditchouts shall be constructed in a manner that diverts ditch water onto the forest floor and shall have excavation backslopes no steeper than a 1:1 ratio. L or R denotes ditchout left or ditchout right heading in.

<u>Road</u>	<u>Stations</u>
D-5507.1	22+00 L

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or

pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas:

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

4-39 WASTE AREA COMPACTION

Excavated material may be deposited adjacent to the road prism on side slopes up to 45% if the waste material is compacted and free of debris. On side slopes of 45% or more, all excavation shall be end hauled or pushed to designated waste areas. All waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts and routing excavation equipment over the entire width of the lifts, with the exception of side hill embankments too narrow to accommodate excavation equipment which may be placed by end-dumping or sidecasting until sufficiently wide to support the equipment.

SUBSECTION BORROW

4-45 SELECT BORROW

Select borrow shall consist of granular material, either naturally occurring or processed, and shall contain no more than 5% clay, organic debris, or trash by volume.

4-46 COMMON BORROW

Common borrow shall consist of soil, and/or aggregate that is non-plastic and shall contain no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines (passes the U.S. #40 sieve) in the sample cannot be rolled between the hand and a smooth surface into a thread at any moisture content.

4-47 NATIVE MATERIAL

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

4-48 BORROW MATERIAL

Borrow material shall contain no more than 5% clay, organic debris, or trash by volume.

SUBSECTION SHAPING

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

SUBSECTION COMPACTION

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the Compaction List by routing equipment over the entire width of each lift. A plate compactor must be used for areas specifically requiring keyed embankment construction, and embankment segments too narrow to accommodate equipment.

4-61 SUBGRADE COMPACTION

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

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

4-64 WASTE MATERIAL COMPACTION

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

4-65 CULVERT BACKFILL COMPACTION

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

4-66 COMPACTION BY METHOD

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

SUBSECTION SUBGRADE REINFORCEMENT

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

On the following road(s), berms shall be removed from road shoulders to permit the escape of runoff. Material shall be disposed of in accordance with Clauses 4-35 through 4-38. The construction of ditchouts will be required where ponding will result from the effects of sidecast debris.

<u>Road</u>	<u>Stations</u>
D-5500	As directed by C/A

5-4 PUNCHEON RESTRICTED

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

SUBSECTION CULVERTS

5-5 CULVERTS

Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the Culvert List. Culvert,

downspout, and flume lengths shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil. Culverts shall be new and meet the material specifications in Clauses 10-15 through 10-24.

5-11 UNUSED MATERIALS STATE PROPERTY

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

5-12 CONTINGENCY CULVERTS

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

<u>Road</u>	<u>Size</u>
As Directed	(1) 18" x 30'
By C/A	

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Installation shall be in accordance with the Typical Cross Drain Culvert Installation Detail, Typical Type Ns Np Culvert Installation Detail, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures", and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe shall be installed in a manner consistent with the manufacturer's recommendations.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Installation of culverts 30 inches in diameter and over shall be subject to written approval by the District Engineer or their designee before backfilling.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

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

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet shall be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts or 1 1/2" X 3/16" angle iron, and fastened securely to the posts with No. 10 galvanized smooth wire, or bolted using minimum 5/16" bolts and 2 washers per bolt, in accordance with the Culvert Installation Typical Details Page.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

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

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Mora Pit	T28N R15W Sec 24	Pit Run, Oversize, 1 1/2" minus
Mary Clark	T30N R12W Sec 32	LL Rip-Rap

6-5 ROCK FROM COMMERCIAL SOURCE

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

SUBSECTION ROCK SOURCE DEVELOPMENT

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

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

6-12 ROCK SOURCE SPECIFICATIONS

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

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

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

- Pit walls shall be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches shall be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches shall be uniform and free-draining at a minimum 2% outslope gradient.
- All operations shall be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Block all vehicle access to the top of the pit faces.

6-15 REQUIRED ROCK SOURCE WORK

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

<u>Site</u>	<u>Requirements</u>
Mora Pit	Crush 5,000 CY of 1 ½" minus rock

6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 40% by weight of coarse aggregate shall have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

6-23 ROCK CRUSHING OPERATIONS

Rock crushing operations shall conform to the following specifications:

- Operations and placement of oversize material shall be conducted in or near the rock source site, as approved in writing by the Contract Administrator.
- The crushing operation shall be concluded within 30 working days from the time it begins.
- All testing and operations shall be performed in accordance with 6-24 Rock Crushing Compliance Procedure.
- The Purchaser may use commercial testing lab to produce sieve analysis.

6-24 ROCK CRUSHING COMPLIANCE PROCEEDURE

Phase I. Equipment Adjustment

Step 1:

At start up of crushing operations, the Purchaser will notify the Contract Administrator when the rock meets the gradation specifications in the contract.

Step 2:

The Purchaser will test the rock. Two samples will be taken. If the rock meets specifications, crushing may begin. If the rock does not meet specifications, return to Step 1.

Phase II. Production

Step 3:

The Purchaser will continue periodic testing to ensure that rock stays in spec. Testing will take place according to the following schedule:

- After the first 500 yards
- After every 1,500 yards thereafter.

a) Any time a sample is out of spec, but is within 5%*, the Purchaser will be notified and a second sample will be taken later in the day. If the second sample meets specifications, the rock crushed during that day will be accepted. If the second sample also fails to meet spec, none of the rock crushed since the last acceptable test will be counted toward the amount to be crushed.

b) Any time a sample is out of spec and is more than 5% off in any category, none of the rock crushed since the last acceptable test will be accepted and that rock must be kept separate from the stockpile. Return to Step 1.

c) Purchaser is strongly encouraged to take their own samples regularly and keep their operations in spec to avoid unnecessary expenses.

- The 5% will be applied only to sieve specs for 2" to ¼"; rock that is out of spec in larger sizes must be kept separate from the acceptable rock.

SUBSECTION ROCK GRADATIONS

6-29 1 ½-INCH MINUS CRUSHED ROCK

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

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

6-50 LIGHT LOOSE RIP RAP

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

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
20% / 90%	300 lbs. to 1 ton	12"- 36"

6-52 OVERSIZE

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

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

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths are defined as the compacted depth(s) using the compaction methods required in this Road Plan. Estimated quantities specified in the Rock List are estimated truck yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

SUBSECTION ROCK STOCKPILE

6-67 ROCK STOCKPILE SPECIFICATIONS

Rock stockpiles shall meet the following specifications and require C/A approval:

- Before placing aggregates upon the stockpile site, the site shall be cleared of vegetation, trees, stumps, brush, rocks or other debris and the ground leveled to a smooth, firm, uniform surface.
- When completed, the stockpile shall be neat and regular in shape.
- The stockpile height shall be limited to a maximum of 30 feet.
- Stockpiles in excess of 500 cubic yards shall be built up in layers not more than 8 feet in depth. Stockpile layers shall be constructed by trucks, clamshells, or other methods approved, in writing, by the Contract Administrator.
- Each layer shall be completed over the entire area of the pile before depositing aggregates in the next layer. The aggregates shall not be dumped so that they run down and over the lower layers in the stockpile. The method of dropping from a bucket or spout in one location so as to form a cone shaped pile will not be permitted.
- Stockpiles of different types or sizes of aggregate shall be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates.

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply 1 1/2" minus crushed rock in accordance with the quantities shown on the Rock List.

Road	Stations	Amount
D-5000	MP 4.2 – MP 6.65	100 yd ³
D-5500	0+00 – 178+00	200 yd ³
D-3000	0+00 – 29+00	200 yd ³

6-73 ROCK FOR WIDENED PORTIONS

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

6-78 ROCK FOR SPOT PATCHING

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

SECTION 7 – STRUCTURES

SUBSECTION STREAM CROSSING STRUCTURES GENERAL

7-5 STRUCTURE DEBRIS

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

7-6 STREAM CROSSING INSTALLATION

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

7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES

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

7-30 BRIDGE MAINTENANCE

On the following road(s), bridge maintenance, as listed below, is required as part of this contract. All old bridge material shall be removed from state land by the Purchaser before the termination of the contract.

<u>Road</u>	<u>Station</u>	<u>Requirements</u>	<u>Detail Sheet</u>
D-5500	24+20	Replace Bridge delineators	Typical delineator

7-57 CULVERT SHAPE CONTROL

Purchaser shall monitor the culvert shape during backfill and compaction. Special attention shall be paid to maintaining the structure's rise dimensions, concentricity and smooth, uniform curvature. If compaction methods are resulting in peaking and/or deflection of the culvert, Purchaser shall, in consultation with the District Engineer or their designee, modify their compaction method to achieve the appropriate end-result. The National Corrugated Steel Pipe Association "Installation Manual for Corrugated Steel Pipe, Pipe Arches, and Structural Plate" includes guidance on how to monitor culvert shape control and recommends corrective actions to take when shape control problems arise.

SUBSECTION GATES AND FENCES

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

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

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
D-5500	15+50	Settling ponds and silt fence in ditch, all four corners
D-5500	22+10	Settling ponds on right side corners, 50' silt fence L & R
D-5500	34+00	Settling Ponds upstation corners

8-2 PROTECTION FOR EXPOSED SOIL

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

SUBSECTION REVEGETATION

8-15 REVEGETATION

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

8-16 REVEGETATION SUPPLY

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

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

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

8-19 ASSURANCE FOR SEEDED AREA

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

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

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

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

Grass seed shall meet the following specifications:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.
3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator
D-5000	MP 4.2 – MP 6.55	Apply post haul rock as per Clause 6-72.
D-5500	0+00 – 178+00	Apply post haul rock as per Clause 6-72.
D-3000	0+00 – 29+00	Apply post haul rock as per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

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

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

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

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.
Water permittivity	D 4491	0.02 sec ⁻¹
Grab tensile strength	D 4632	180 lb in machine direction, 100lb in cross-machine direction>
Grab tensile elongation	D 4632	30% max. at 180 lb or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts shall meet AASHTO M-36 (ASTM A-760) specifications. Culverts shall be aluminized (aluminum type 2 coated meeting AASHTO M-274).

10-17 CORRUGATED PLASTIC CULVERT

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

10-20 FLUME AND DOWNSPOUT

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

10-21 METAL BAND

Metal coupling and end bands shall meet the AASHTO specification designated for the culvert and shall have matching corrugations. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches. On culverts over 24 inches, bands shall have a minimum width of 24 inches.

10-22 PLASTIC BAND

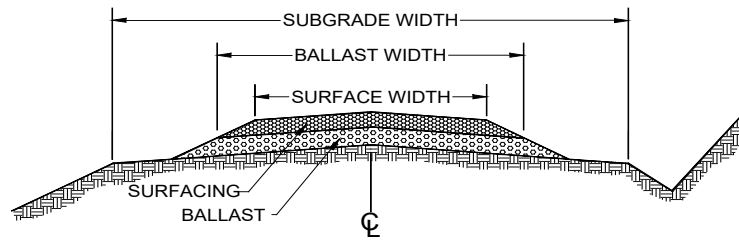
Plastic coupling and end bands shall meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer shall be used. Couplings shall be split coupling band. Split coupling bands shall have a minimum of four corrugations, two on each side of the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

10-24 GAGE AND CORRUGATION

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

<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 42"	14 (0.079")	2 2/3" X 1/2"
48" to 54"	12	5" X 1"
60" +	10	5" X 1"

ROCK LIST SHEET



SECTION VIEW

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

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd³/sta)	Pitrun SUBTOTAL(yd³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd³/sta)	Crushed Subtotal(yd³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd³)
D-3000															
Misc	0+00	29+00							2				50		
Post haul	0+00	29+00							2				200		
D-3040															
Misc	0+00	43+00							2				100		
D-3043															
Misc	0+00	11+40							2				100		
D-5000															
Post haul	221+78	345+85							2				100		
D-5500															
Lift	162+75	178+00		1	12	8"	45	690							
Post haul	0+00	178+00							2				200		
D-5506															
Lift	0+00	16+25		1	12	6"	35	570							
Culvert	4+50			1				20							
D-5506.2															
Lift	0+00	3+75	17	1	12	18"	110	410							
D-5507															
Culvert	1+50			1				20							
Lift	12+60	28+50		1	12	6"	35	560							
Totals:								2270					750		

ROCK LIST SHEET GRAND TOTAL

Source	Quantity (yd ³)
1: Mora Pit Pitrun	3580
2: Mora Pit Pit 1½" minus	840

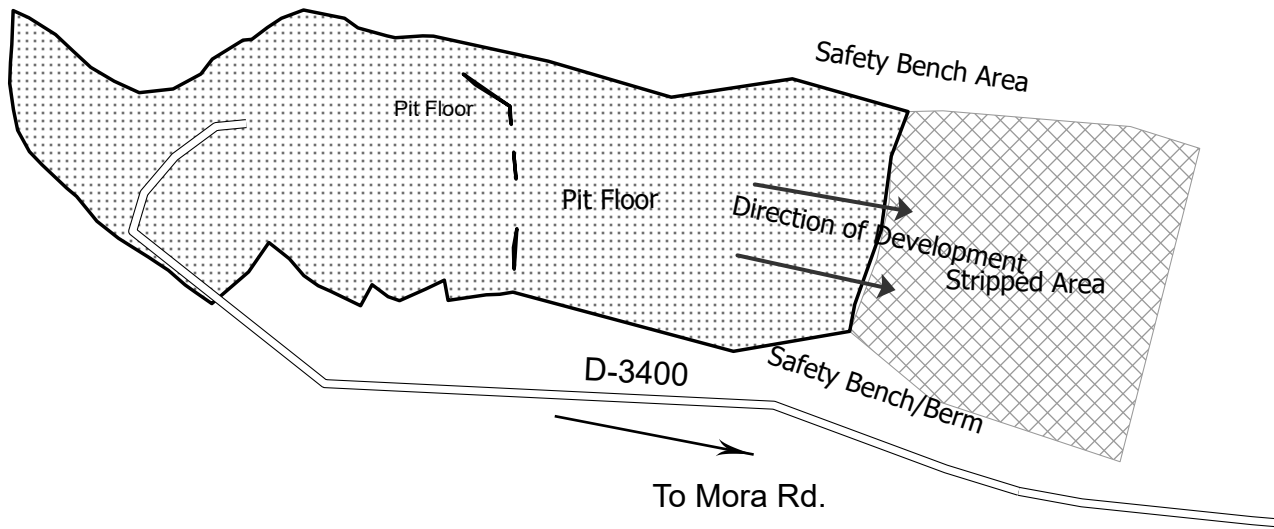
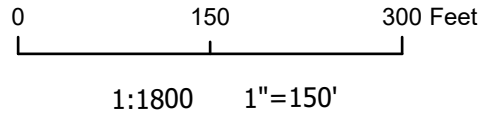
COMPACTION LIST

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

SUMMARY - Road Development Costs													
SALENAME:	Ellen's Rock	CONTRACT#:	30-104809	REGION:	Olympic	DISTRICT:	Olympic						
LEGAL DESCRIPTION:	T28N R15W Sec. 10												
ROAD NAME:	D-5507.1	2+00 Spur	3+25 Spur	D-5506.2	D-3000	D-3040	D-3043	D-5000	D-5500	D-5506	D-5507	TOTAL:	SHEET #2-4
ROAD TYPE:	Construction	Construction	Construction	Recon.	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	TOTAL:	
NUMBER OF STATIONS:	5	2	3	4	29	43	11	124	178	16	29	444.25	359.95
SIDE SLOPE:	10%	10%	10%	5%	0%	0%	0%	0%	0%	0%	0%	35%	0%
CLEARING AND GRUBBING:	\$436	\$143	\$232	\$232	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,042	\$0
ROAD BRUSHING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$442	\$435	\$877	\$468
EXCAVATION AND FILL:	\$864	\$339	\$551	\$459	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,213	\$0
ROAD GRADING:	\$0	\$0	\$0	\$0	\$601	\$892	\$236	\$2,572	\$3,381	\$0	\$0	\$7,682	\$7,109
DITCH CLEANING/CONSTRUCTION:	\$0	\$0	\$0	\$146	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$146	\$0
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:													
Ballast:	3580	610	270	430	410	0	0	0	690	590	580	3,580	0
		\$8,857	\$3,853	\$6,236	\$8,092	\$0	\$0	\$0	\$10,022	\$9,389	\$8,422	\$54,871	0
Surface:	840	0	0	0	50	100	100	0	0	0	0	250	590
		\$0	\$0	\$0	\$1,040	\$820	\$820	\$0	\$0	\$0	\$0	\$2,680	\$8,612
Oversize:	0	0	0	0	0	0	0	0	0	0	0	0	0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:	\$0	\$0	\$1,300	\$0	\$0	\$0	\$0	\$0	\$780	\$676	\$780	\$3,536	\$0
STRUCTURES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:	\$100	\$12	\$19	\$0	\$170	\$252	\$67	\$725	\$1,594	\$0	\$24	\$2,961	\$2,029
OVERHEAD:	\$923	\$391	\$750	\$982	\$163	\$177	\$101	\$297	\$1,420	\$946	\$869	\$7,019	\$1,787
TOTAL COSTS:	\$11,181	\$4,737	\$9,088	\$9,911	\$1,974	\$2,140	\$1,224	\$3,594	\$17,196	\$11,452	\$10,530	\$83,028	\$20,004
COST PER STATION:	\$2,192	\$2,369	\$2,796	\$2,643	\$68	\$50	\$107	\$29	\$97	\$705	\$369	\$187	\$6
MOBILIZATION:			\$7,200										
ROAD DEACTIVATION AND ABANDONMENT COSTS:			\$0										
Pit Work			\$60,000										
NOTE: This appraisal has no allowance for profit and risk.													
Sheet 1 of 2													
Plans to be furnished by:													

Mora Pit Plan

Sec. 23 & 24, T28N, R15W



Pit Development Plan

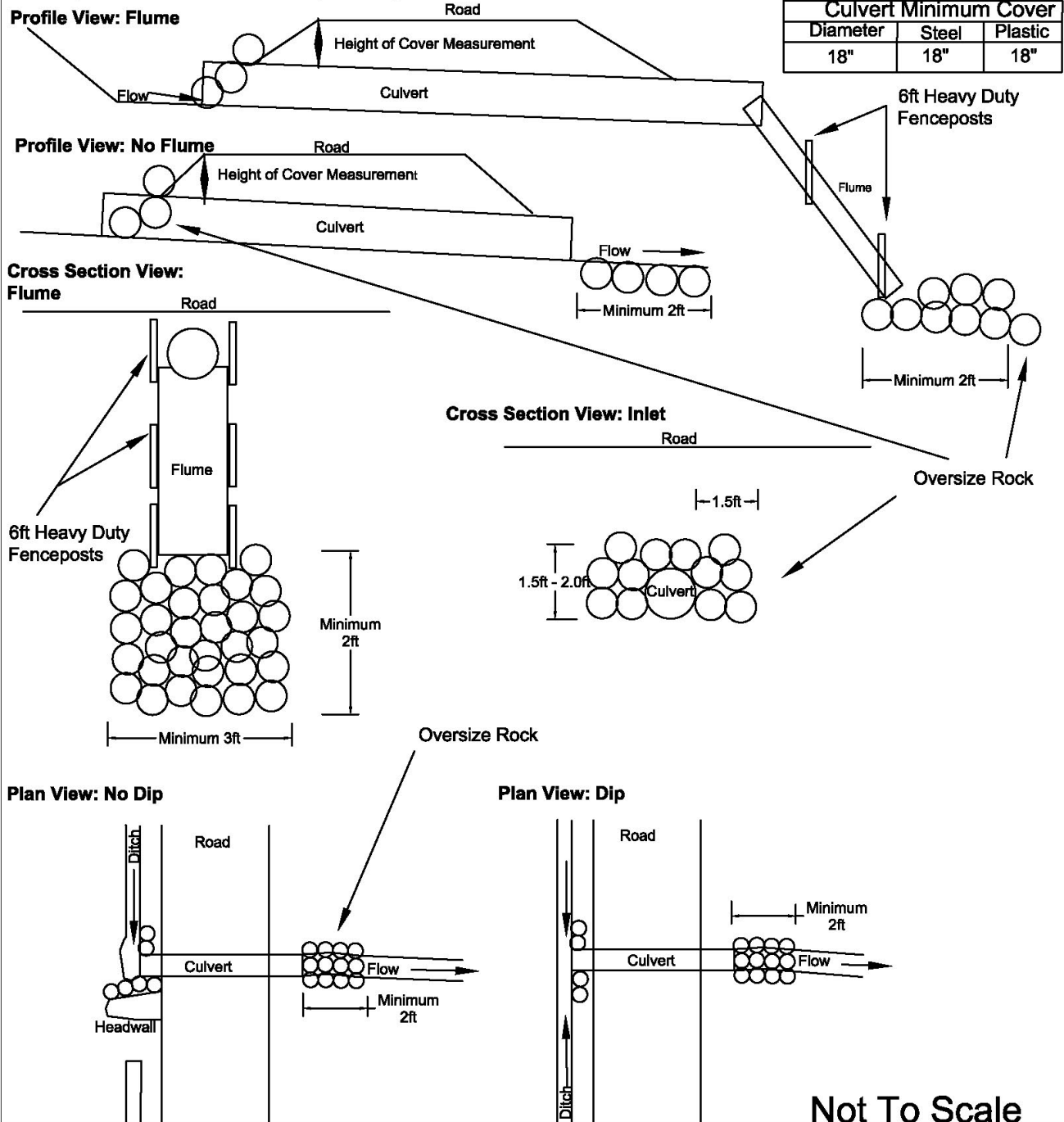
1. Areas to be developed as directed by the Contract Administrator.
2. Working face height shall not exceed 15 feet.
3. Waste material and oversize material shall be placed as directed by the Contract Administrator. Segregate soil & wood.
4. Pit face shall not be mined to within 15' of any unstripped area.
5. Crushed stockpile to be located by C/A.

Mehl, 1/2024

Typical Cross Drain Culvert Installation Detail Sheet

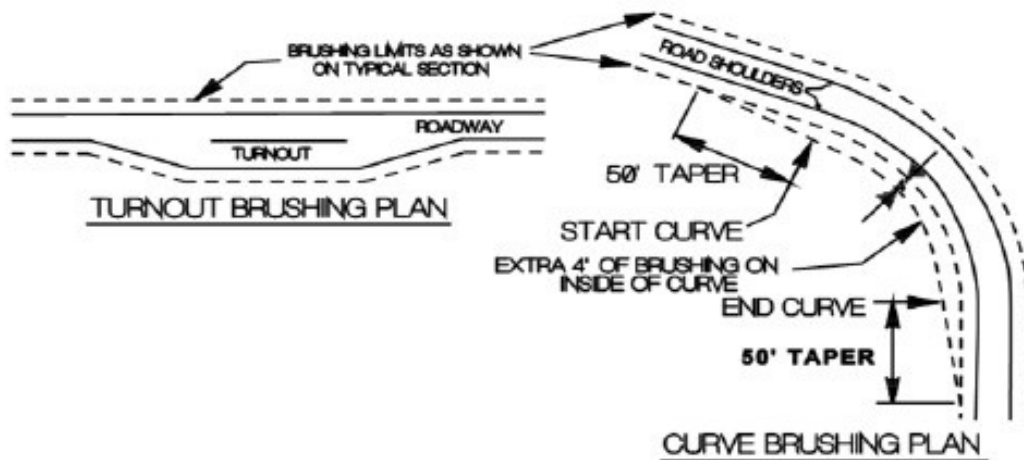
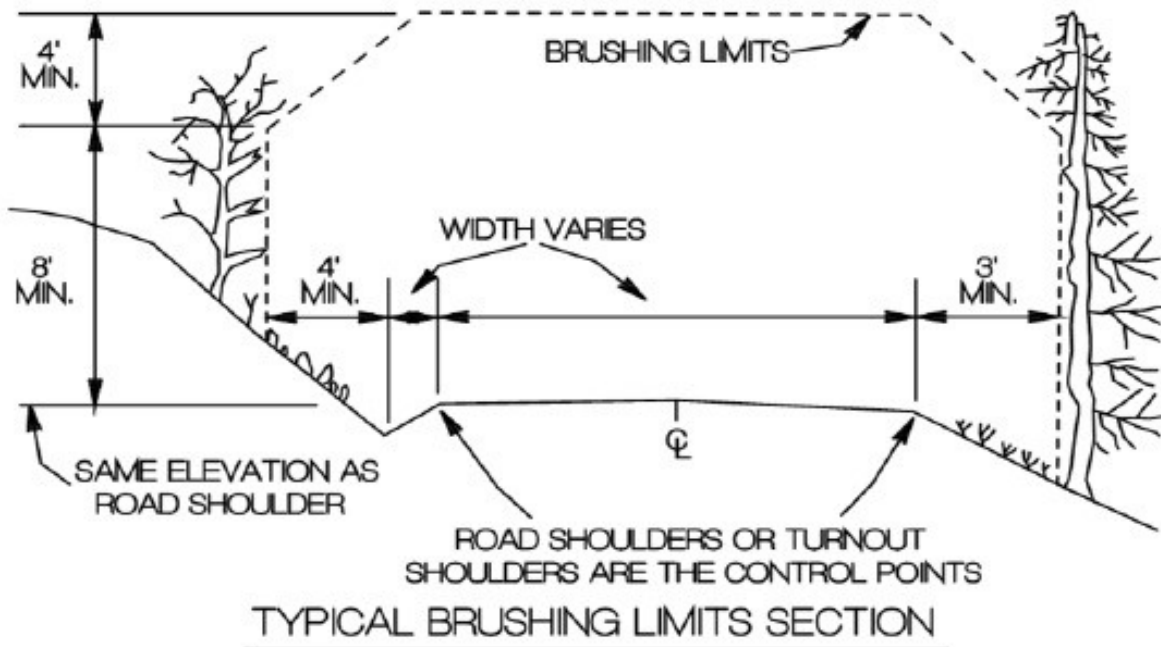
- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero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

Culvert Minimum Cover		
Diameter	Steel	Plastic
18"	18"	18"



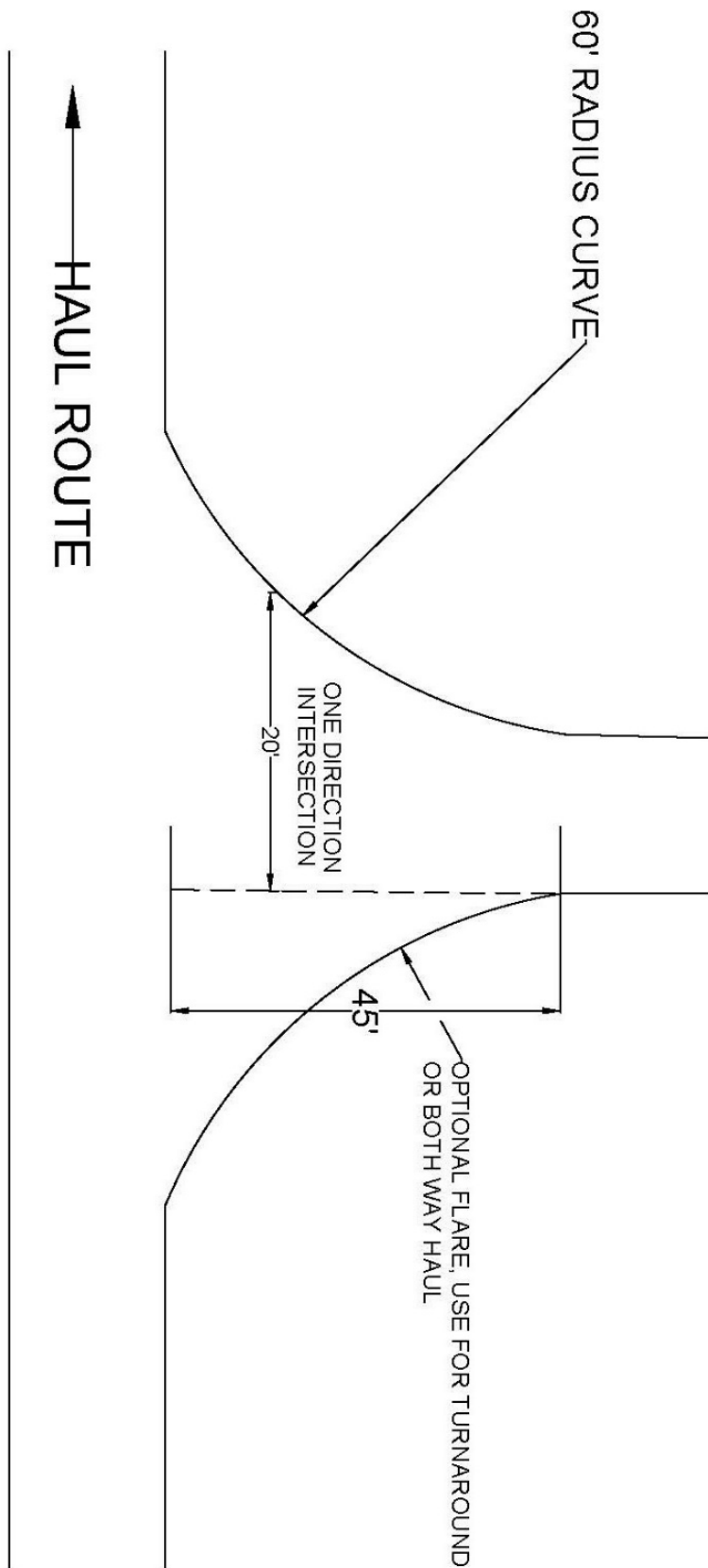
Not To Scale

BRUSHING DETAIL



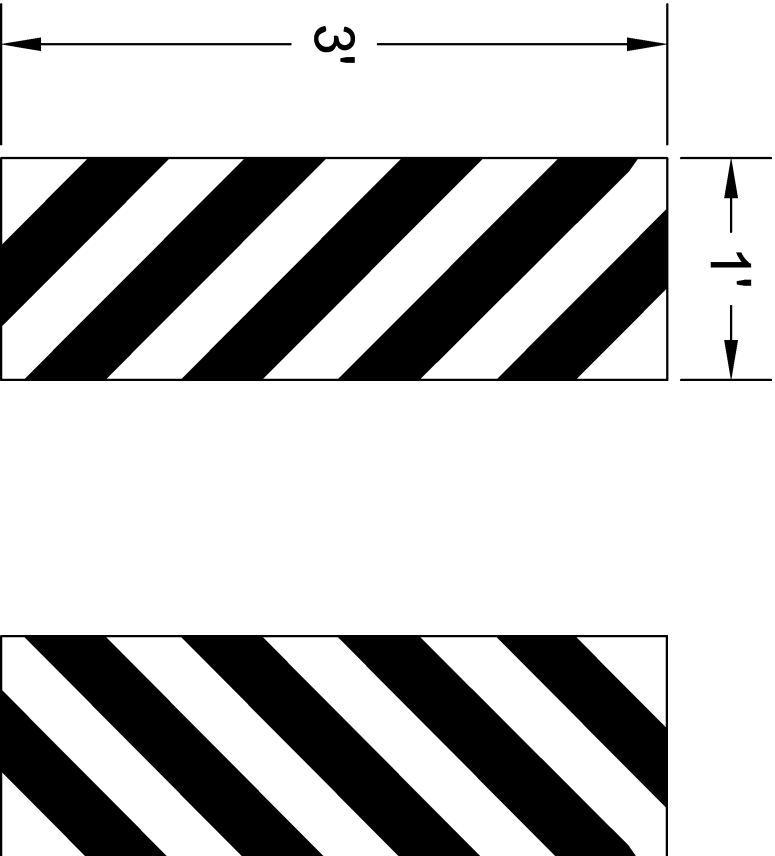
- 1) ALL VEGETATION WITHIN THE BRUSHING LIMITS SHALL BE CUT TO WITHIN 8' OF THE GROUND, UNLESS OTHERWISE DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 2) ALL BRUSH, TREES, LIMBS, ETC. SHALL BE REMOVED FROM THE ROAD SURFACE.
- 3) ALL BRUSH, TREES, LIMBS, ETC. THAT MAY RESTRICT THE FLOW OF WATER SHALL BE REMOVED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

TYPICAL INTERSECTION



NOT TO SCALE

TYPICAL DELINEATORS



OBJECT MARKERS TYPE 3 SHALL BE 12" X 36" WITH REFLECTIVE STRIP BONDED TO A 14 GAUGE ALUMINUM SHEET. REFLECTIVE STRIPS SHALL BE 3M ENGINEER GRADE REFLECTIVE SHEETING OM-3R OR EQUAL.

NO SCALE

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

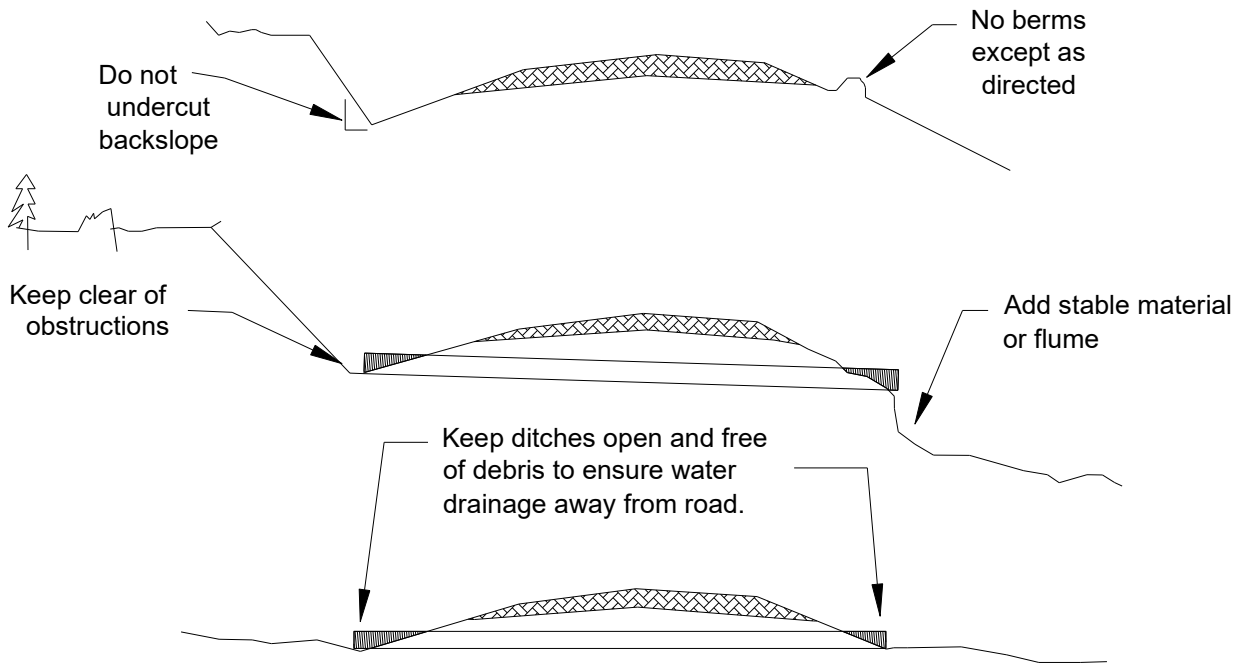
Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

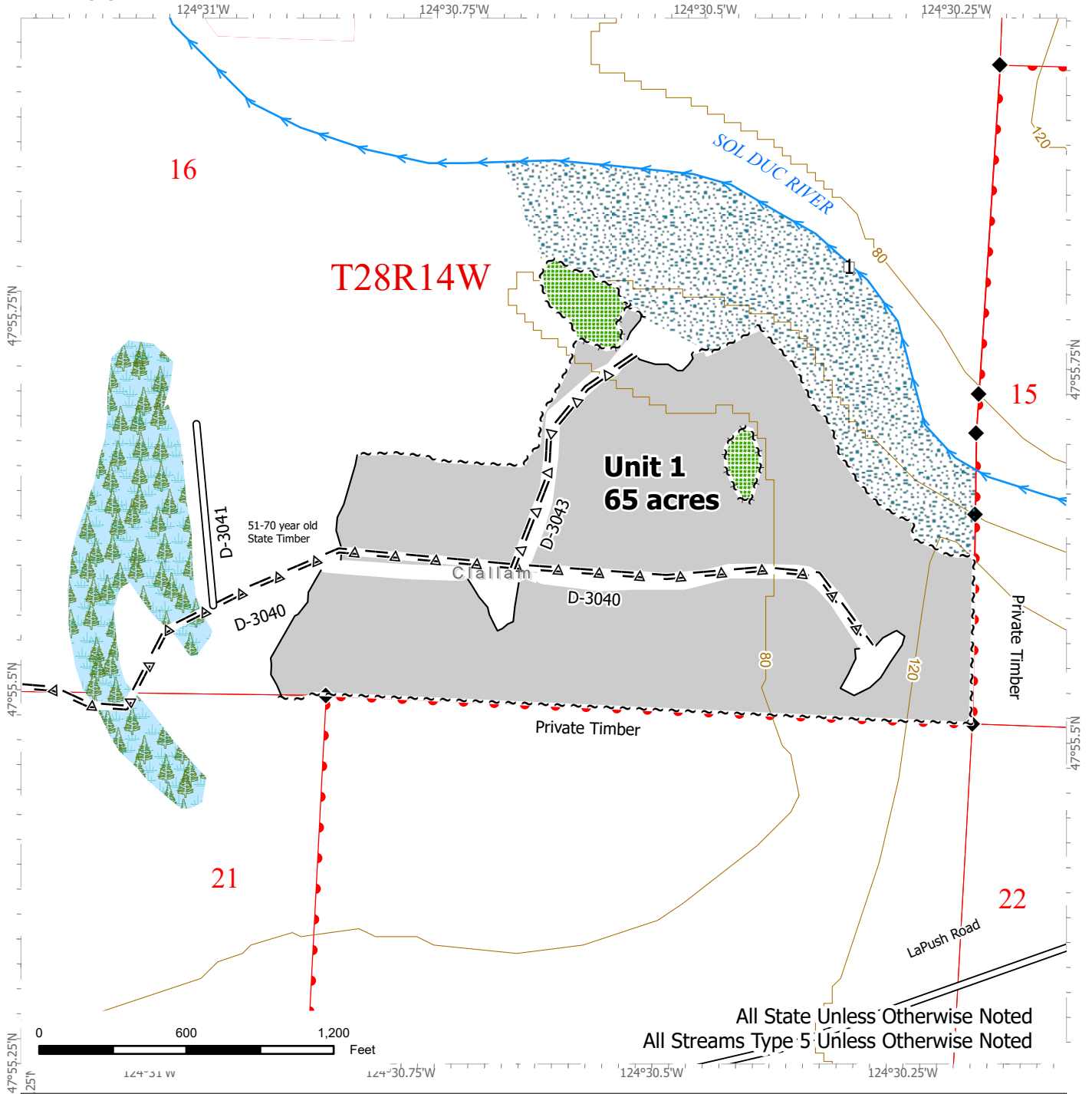
Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



LOGGING PLAN MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R15W, T28R14W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



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

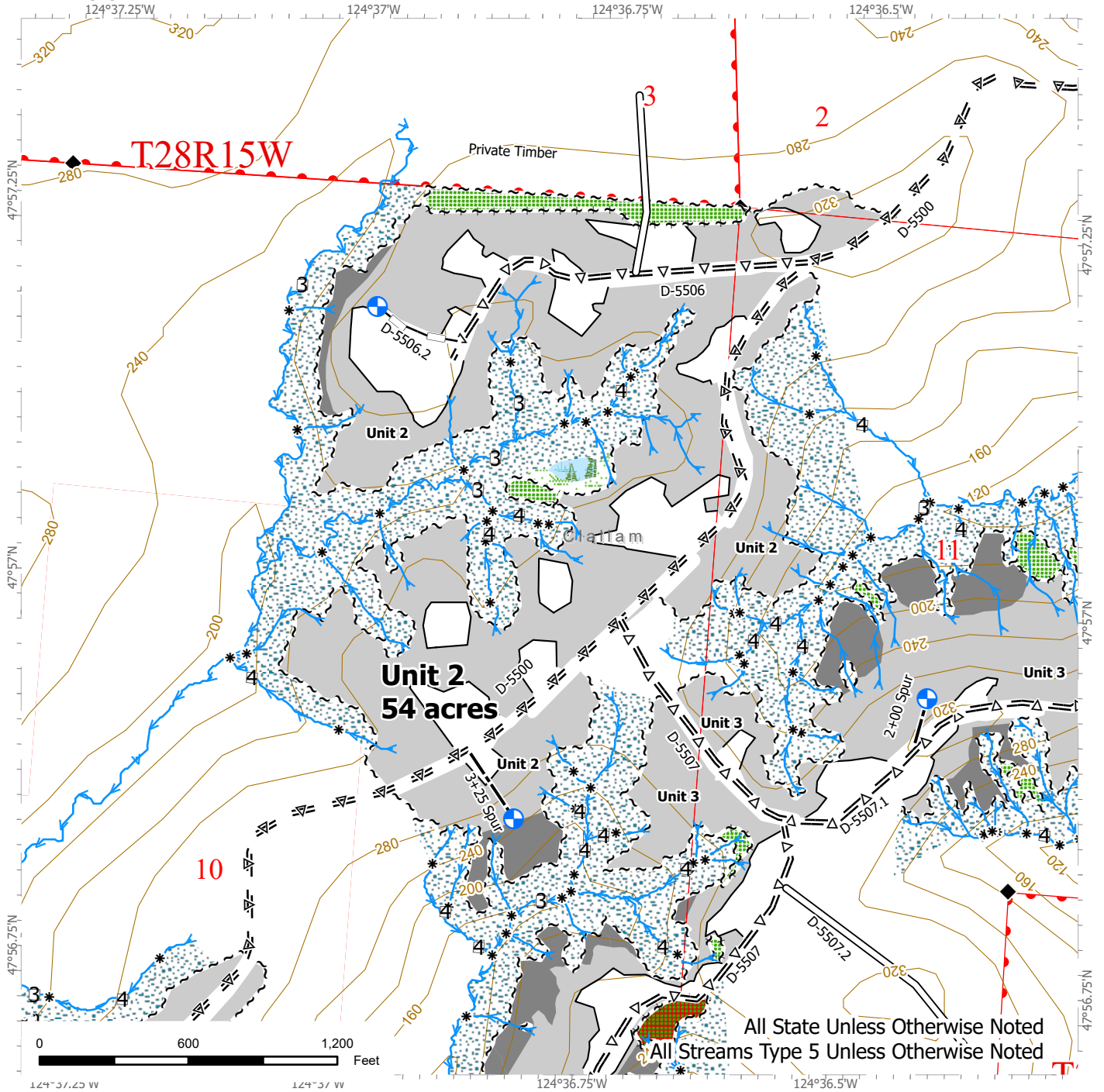
Ground VRH	Streams	Contours 40 ft
Sale Boundary Tags	Stream Type	Public Land Survey Townships
Leave Tree Tags	Stream Break	Public Land Survey Sections
Timber Type Change	Existing Road	DNR Managed Lands
Leave Tree Area	Optional Pre-Haul Maint.	Survey Monument
Riparian Mgt Zone		
Forested Wetland		



LOGGING PLAN MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R15W, T28R14W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



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

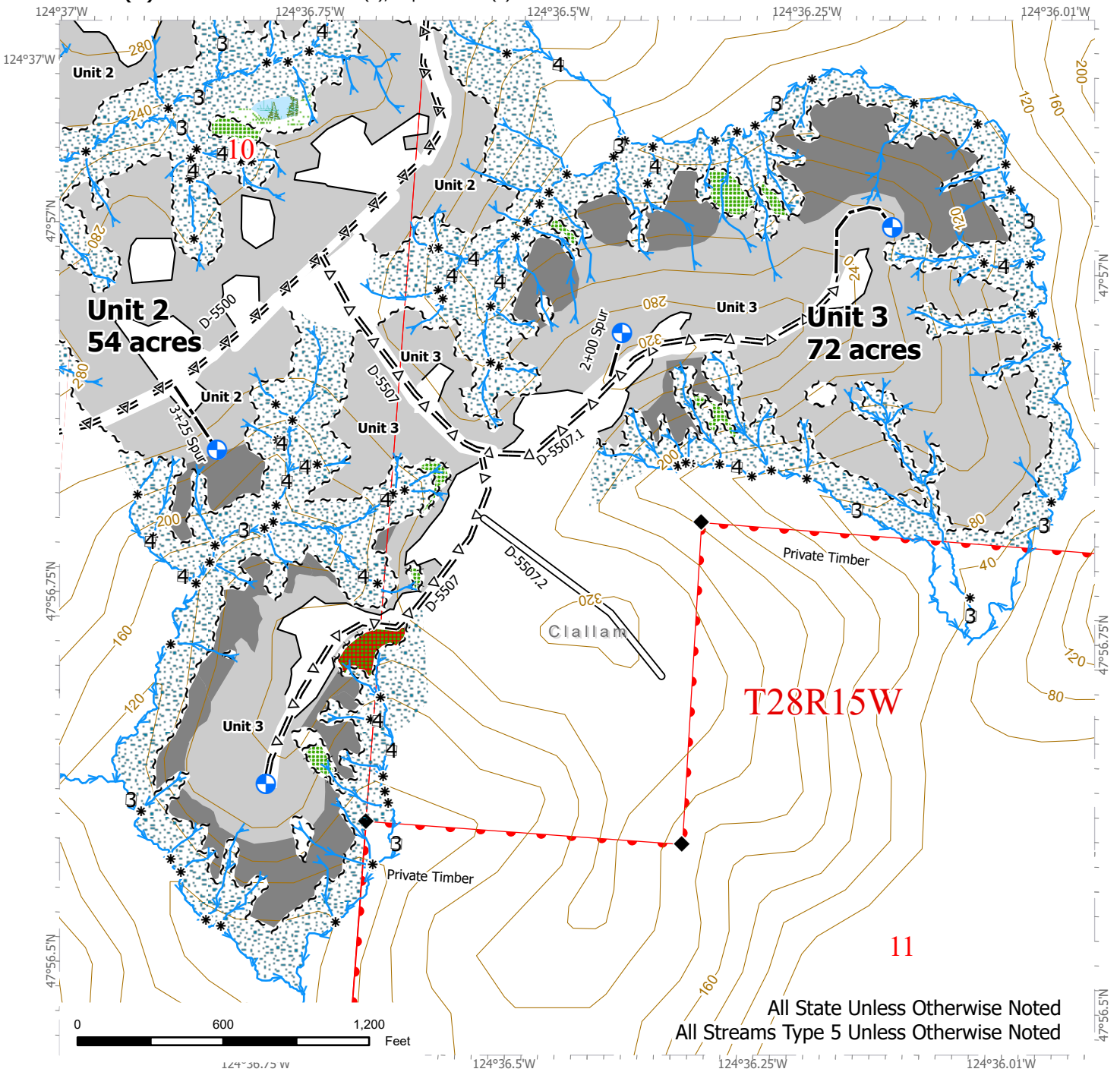
Cable VRH	Forested Wetland	Optional Reconstruction
Ground VRH	Wetland Mgt Zone	Proposed Landing
Sale Boundary Tags	Streams	Contours 40 ft
Leave Tree Tags	Stream Type	Public Land Survey Townships
Timber Type Change	Stream Break	Public Land Survey Sections
Non-Tradeable Leave Tree Area	Existing Road	DNR Managed Lands
Leave Tree Area	Optional Construction	Survey Monument
Riparian Mgt Zone	Optional Pre-Haul Maint.	



LOGGING PLAN MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R15W, T28R14W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



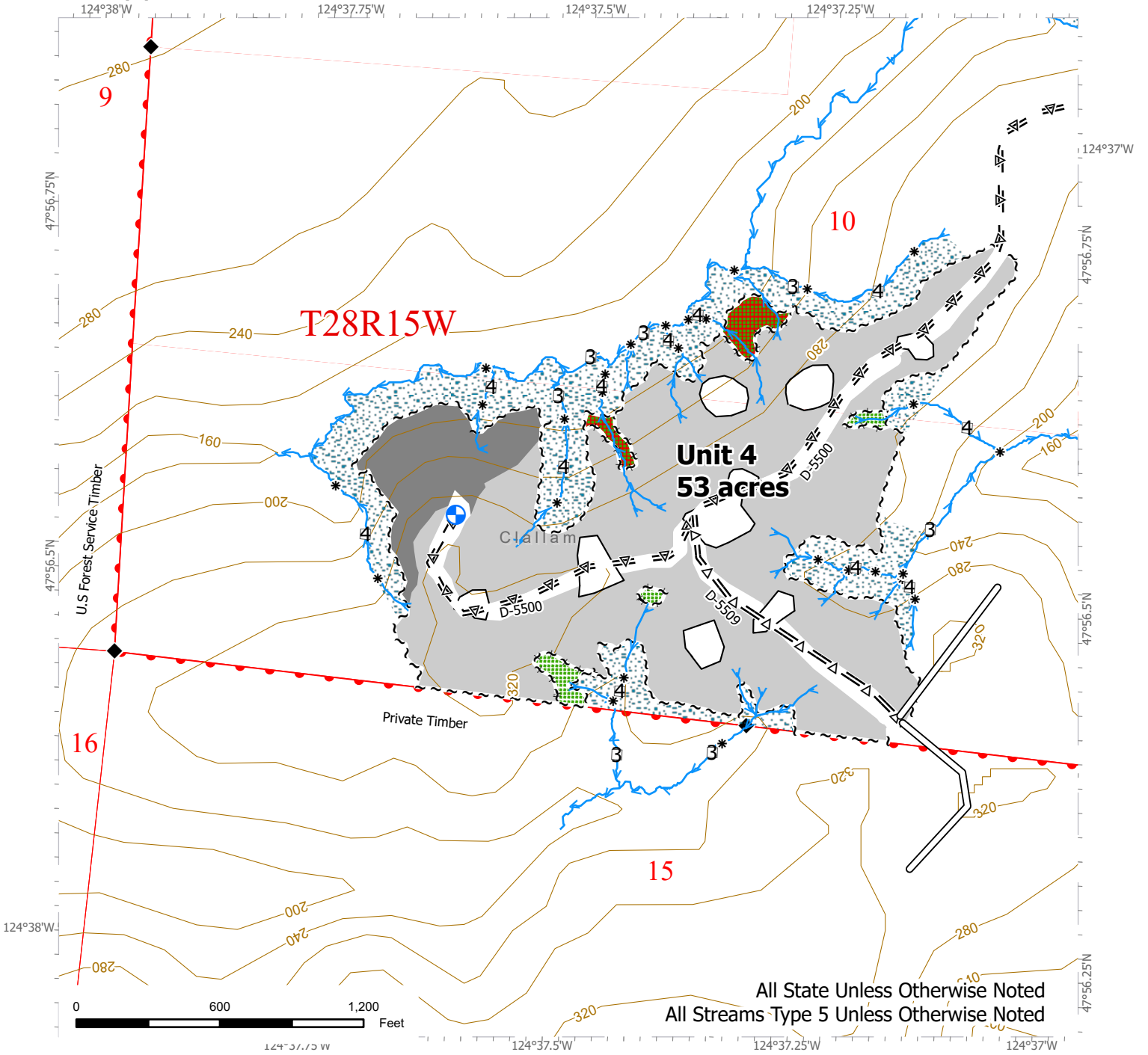
All State Unless Otherwise Noted
 All Streams Type 5 Unless Otherwise Noted

Cable VRH	Forested Wetland	Proposed Landing
Ground VRH	Wetland Mgt Zone	Contours 40 ft
Sale Boundary Tags	Streams	Public Land Survey Townships
Leave Tree Tags	Stream Type	Public Land Survey Sections
Timber Type Change	Stream Break	DNR Managed Lands
Non-Tradeable Leave Tree Area	Existing Road	Survey Monument
Leave Tree Area	Optional Construction	
Riparian Mgt Zone	Optional Pre-Haul Maint.	

LOGGING PLAN MAP

SALE NAME: ELLENS ROCK
AGREEMENT #: 30-104809
TOWNSHIP(S): T28R15W, T28R14W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 80'-320'



Cable VRH	Riparian Mgt Zone	Proposed Landing
Ground VRH	Streams	Contours 40 ft
Sale Boundary Tags	Stream Type	Public Land Survey Townships
Leave Tree Tags	Stream Break	Public Land Survey Sections
Timber Type Change	Existing Road	DNR Managed Lands
Non-Tradeable Leave Tree Area	Optional Pre-Haul Maint.	Survey Monument
Leave Tree Area		



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

John
209844

495011-
(back to)

EASEMENT AND AGREEMENT

JOSEPH S. TEMPLE,
JEFFREY S. TEMPLE, DEPUTY AUDITOR
BY *J. S. Temple*
DEPUTY AUDITOR

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

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

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

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

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

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

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

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

SEE PAYME
AGREEMENT
SD-A
105.

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

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

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

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

5.1 Maintenance - Exclusive Use by One Party.

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

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

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

6. Repairs. Each party agrees to repair or cause

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

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

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

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

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

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

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

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

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

10.2.1 For log haulers, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence, and

10.2.2 For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

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

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

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

IN WITNESS WHEREOF, the parties have executed this agreement and easement as of the 13th day of July, 1971.

Form Approved:

P.C.S.O.-N.
BWR
WPD
GVL

ITT RAYONIER INCORPORATED

By [Signature]
Its President

By [Signature]
Its Secretary

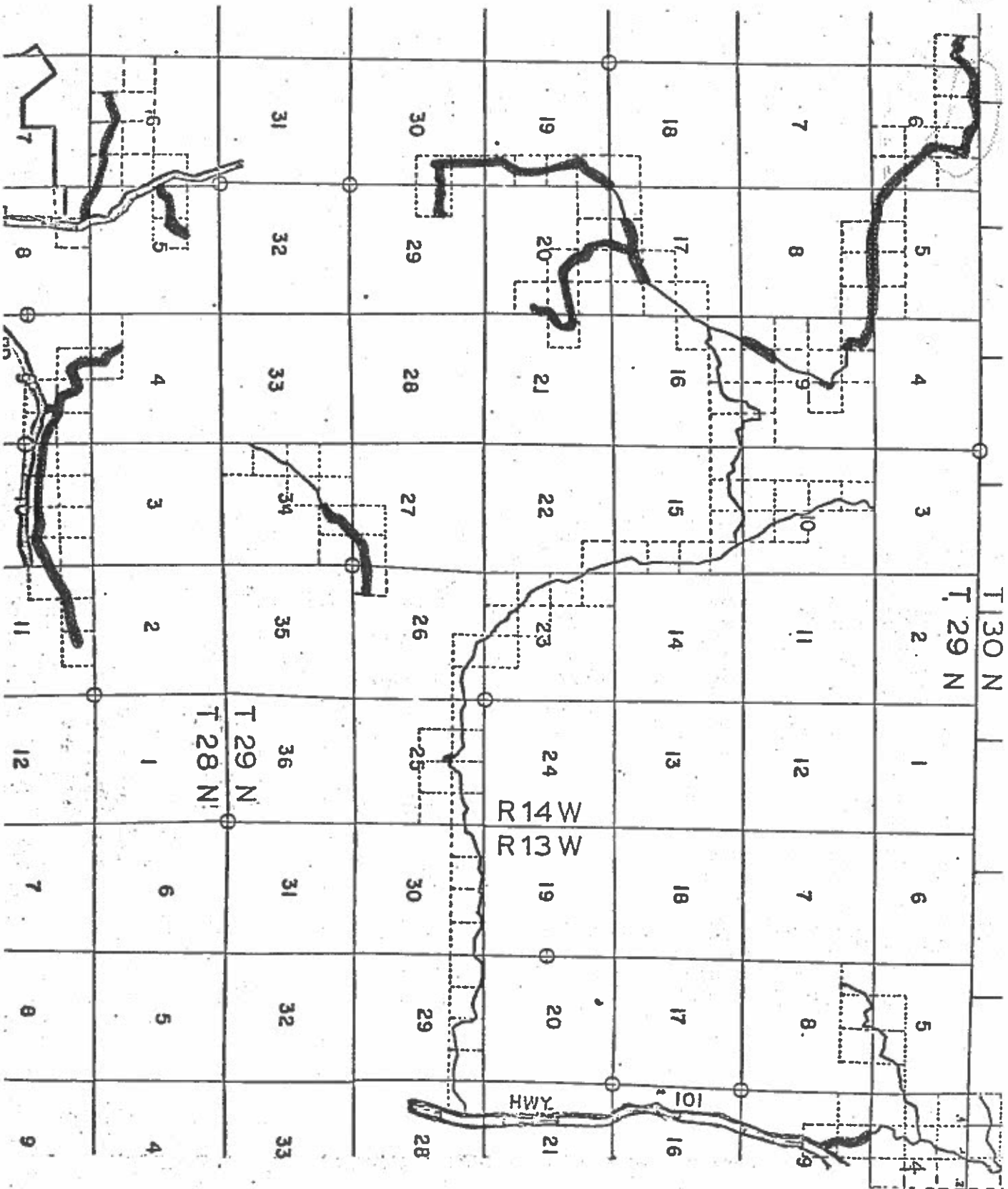
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

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

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

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

Map of
Creek



BY THE "A-1"

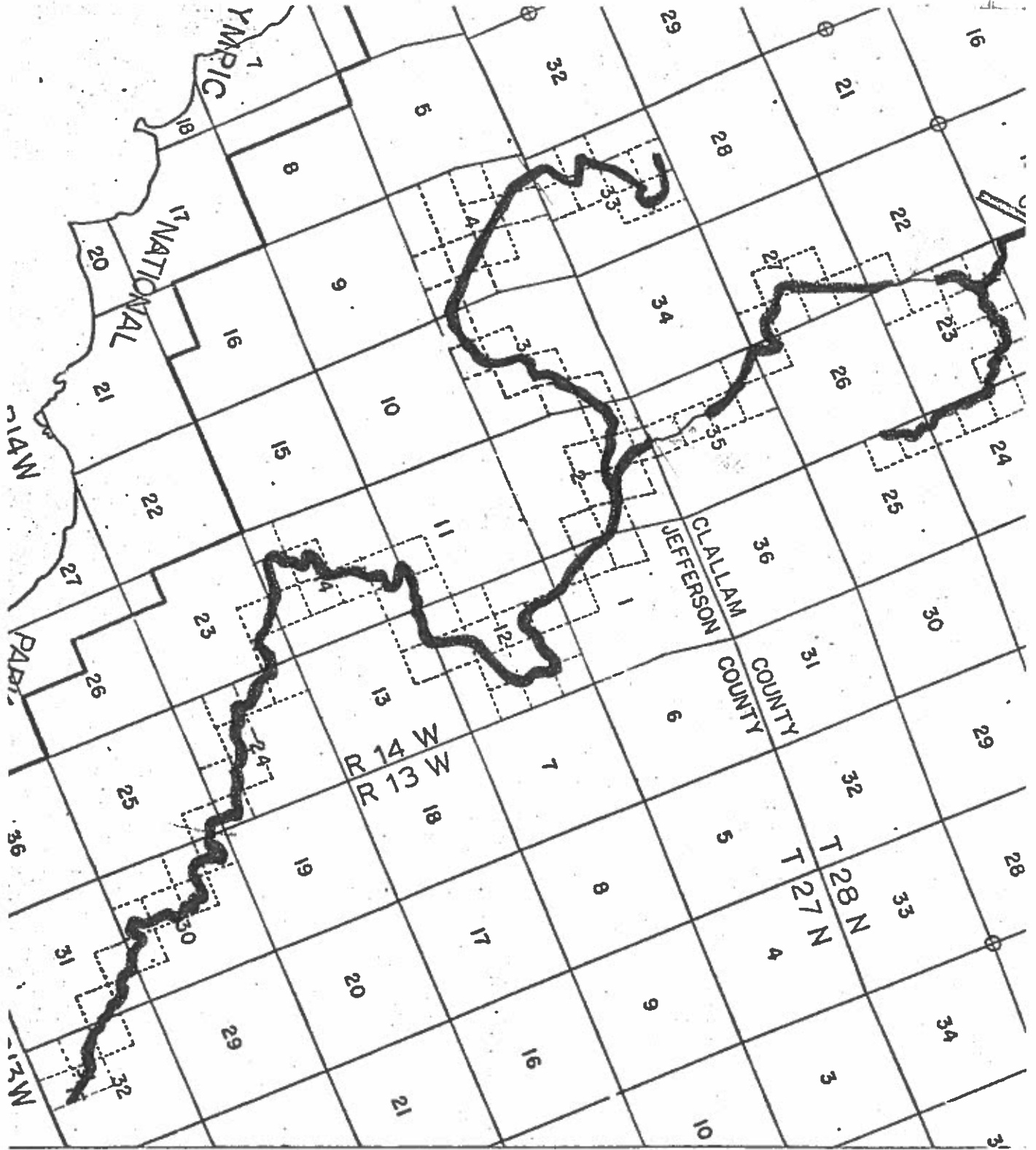


EXHIBIT "A-2"

Public roads.

EXHIBIT "B"

ITT Rayonier Ownership

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

EXHIBIT "B"

ITT Rayonier Ownership

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

FILED IN RECORDS AT THE REQUEST
 OF *Dept. of Natural Resources*
 1977 JUL 23 10:47
 360
 C. THOMAS
Sheldon Brown

40501

Sheldon A. Young
Sheldon A. Young

405012

04388

EASEMENT AND AGREEMENT

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

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

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

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

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

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

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

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

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

4.1 Maintenance - Exclusive Use by One Party.

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

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

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

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

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

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

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

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

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

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

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

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

9.2.1 For log haulers, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence, and

9.2.2 For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) property damage for any one occurrence; or

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

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

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

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

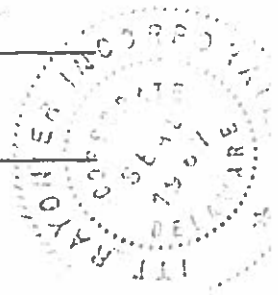
Form Approved:

ITT RAYONIER INCORPORATED

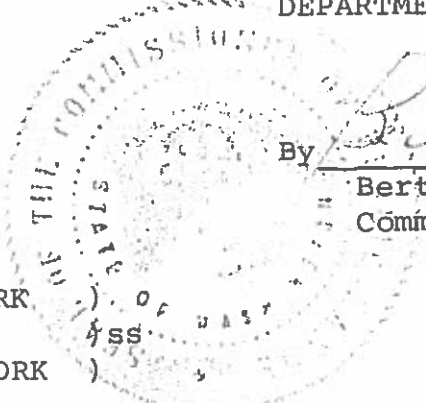
P.C.S.O. - N.
JEP JH
G.V.L. BWR

By C. E. Anderson
Its President

By R. L. Lingelbach
Its Secretary



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES



By Bert L. Cole
Commissioner of Public Lands

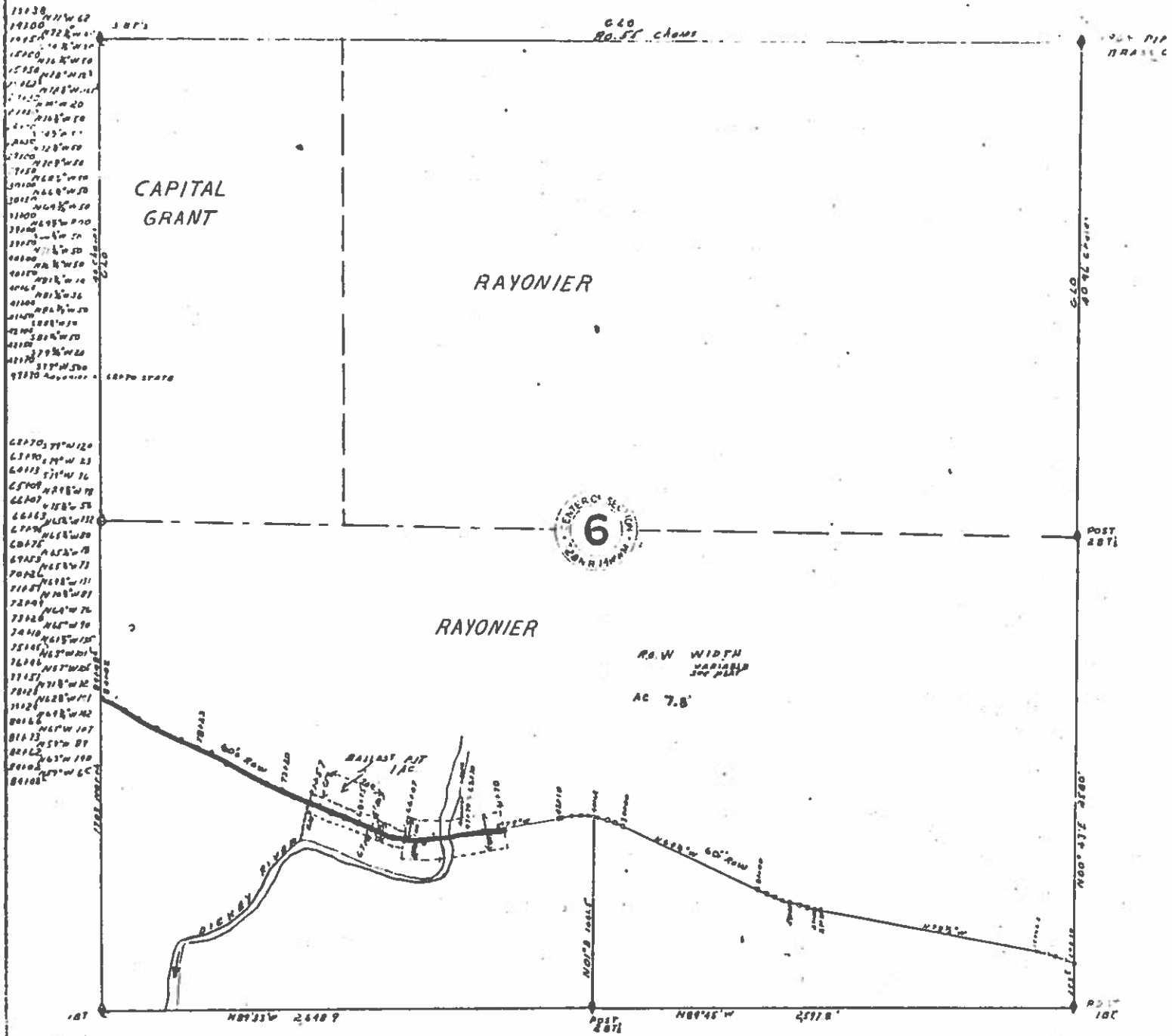
STATE OF NEW YORK)
COUNTY OF NEW YORK)

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

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

150

SCALE 1 INCH = 400 FEET



DECLINATION 22° 30' E
 TRAVELER BY: H. J. HAUBRICK & RAYONIER
 DRAWN BY: H. J. HAUBRICK
 DATE: DECEMBER 1967
 APPLICATION NUMBER 28684
 APPROVED: Feb 1968
 AREA ENGINEER
 DIVISION, OLYMPIA

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
 HEREBY CERTIFIES THAT THE DATE, TIME, LOCATION AND RANGE OF THIS SURVEY IS
 28 430N. RANGE 14W. CLALLAM COUNTY, WASH.

William S. Miller
 SUPERVISOR

EXHIBIT "A"

VOL 360 PAGE 452

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

EXHIBIT "B"

ITT Rayonier Ownership

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

FILED FOR RECORD AT THE REQUEST
OF *Dept. of Natural Resources*
RECORDED IN DEPT. OF CLALLAM CO.
1971 JUL 23 AM 10:47
BOOK 360 PAGE 443
J. C. THORNTON, AUDITOR
CLALLAM COUNTY, WASH.
BY *[Signature]*

405042

*Box 168
Olympia*

EXHIBIT "B"

REC 1/27/2014

EASEMENT

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

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

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

1. The roads to be constructed on the right of way shall be used for: (a) land management and administrative activities, (b) valuable material removal, and (c) public access to all lands served by the road under such rules, regulations, limitations, and restrictions as may be established by the Grantee.

2. The Grantee may grant, convey, transfer, or assign, or permit the use and occupancy of the road by grant of easement, lease, license, permit or otherwise, all or any part of the easement and rights granted herein to any individual, partnership, corporation or political body or agency, including, but not limited to, municipal, State, or Federal agencies for any purpose whatsoever.

3. The Grantor reserves to itself, its successors and assigns, all rights and privileges not expressly granted to the Grantee including the right to use at its own risk the right of way and road constructed thereon.

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

WASHINGTON STATE AERONAUTICS COMMISSION

By [Signature]
Its Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Ronald R. Pretti, to me known to be the Director of the Washington State Aeronautics Commission of the State of Washington, the agency that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the uses and purposes therein mentioned.

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

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

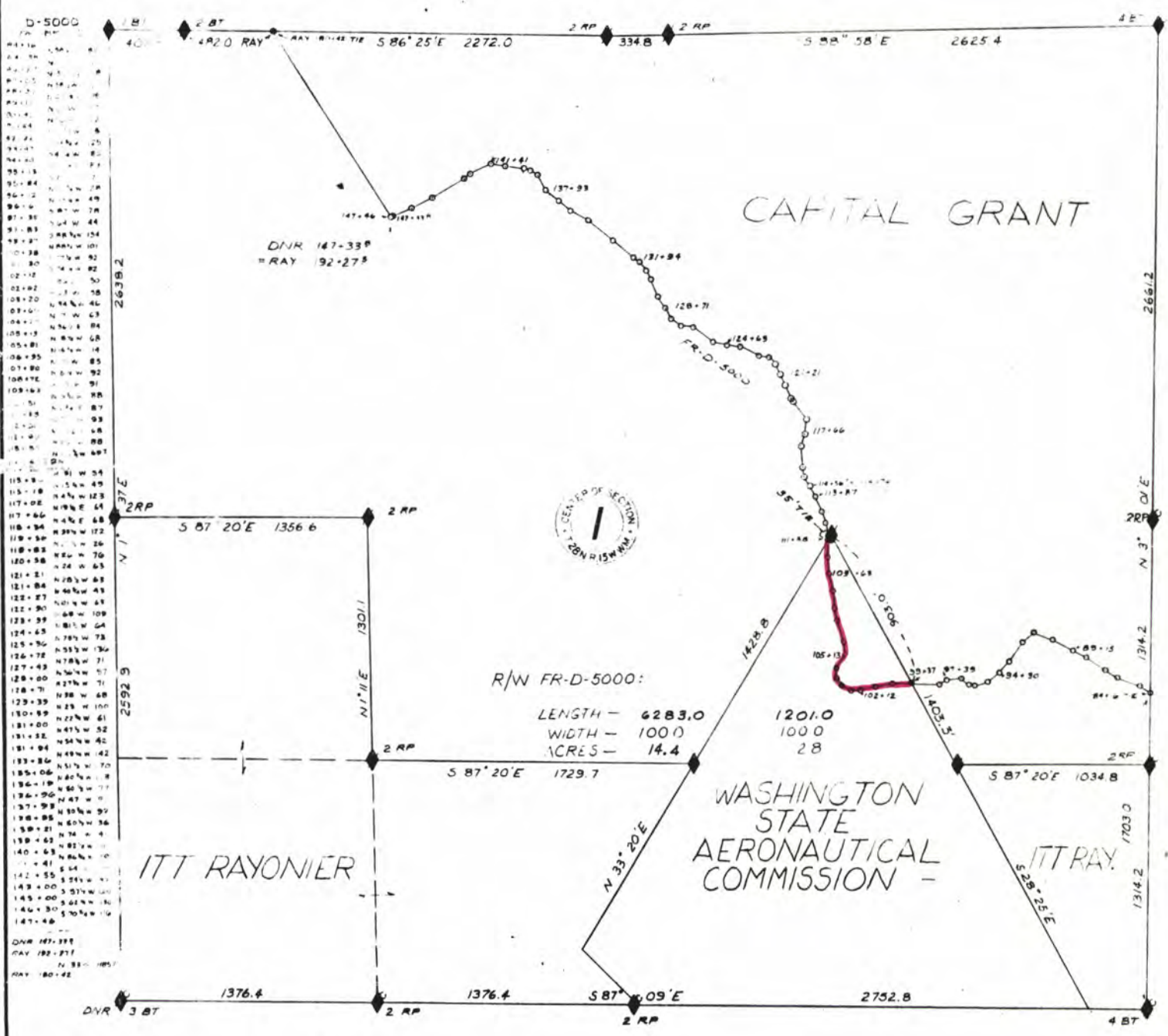
1971 JUN -1 AM 10:40

IN VOL. 357 PAGE 364

WILLIAM C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
BY *William C. Thorne* DEPUTY

60x168
Olympia 1850
Attn: *William C. Thorne*
Index Sales Div. 903576

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
RIGHT OF WAY PLAT
FR-D-5000 ROAD
SEC. 1 T. 28N. R. 15W. W.M.
CLALLAM COUNTY, WASH.
SCALE 1 INCH = 400 FEET



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

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

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

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

William B. Murdock
SUPERVISOR OF FOREST ENGINEERING

EXHIBIT A