



TIMBER NOTICE OF SALE

SALE NAME: Q PORTRAIT

AGREEMENT NO: 30-106261

AUCTION: October 29, 2024 starting at 10:00 a.m., Northeast Region Office, Colville, WA

COUNTY: Okanogan

SALE LOCATION: Sale located approximately 10 miles west of Loomis, WA.

PRODUCTS SOLD AND SALE AREA:

All conifer species except for leave trees banded with purple paint, leave trees bounded by yellow leave tree area tags and two standing snags per acre in Units 1, 2, 3, 4, 5, 6, 7 and 8 bounded by white timber sale boundary tags; and all right of way timber bounded by orange right of way boundary tags.

All forest products above located on part(s) of Sections 12 all in Township 38 North, Range 23 East, Sections 5, 6, 7, 8 and 18 all in Township 38 North, Range 24 East, W.M., containing 352 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 (P, SM, 1S, 2S, 3S, 4S, 5S, 6S, UT). Rows include Douglas fir, Spruce, Lodgepole, Alpine fir, and Sale Total.

MINIMUM BID: \$336,000.00

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$67,200.00

SALE TYPE: Lump Sum

EXPIRATION DATE: November 30, 2026

ALLOCATION: Export Restricted

BID DEPOSIT: \$33,600.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Ground based equipment, Track skidder, and Rubber tired skidder. Falling and Yarding will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup. Falling and Yarding will not be permitted from May 1 to August 1 in Units 3, 5, 6 and 7 unless authorized in writing by the State due to wildlife timing restrictions.

ROADS: 73.22 stations of required construction. 312.47 stations of required prehaul maintenance. 6.19 stations of abandonment. 67.03 stations of decommissioning. Road construction will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup. Road construction will not be permitted from May 1 to August 1 in Units 3, 5, 6, and 7 unless authorized in writing by the State due to wildlife timing restrictions. The hauling of forest products will not be permitted



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from March 15 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage determined using GPS methods. Acreage shown above is net harvest acres in harvest units. Ponderosa pine and western redcedar: 8.0 - 17.5 inches dbh has a minimum top of 4.6 inch dib. All other species: 7.0 - 17.5 inches dbh has minimum top of 4.6 inch dib. All species 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.

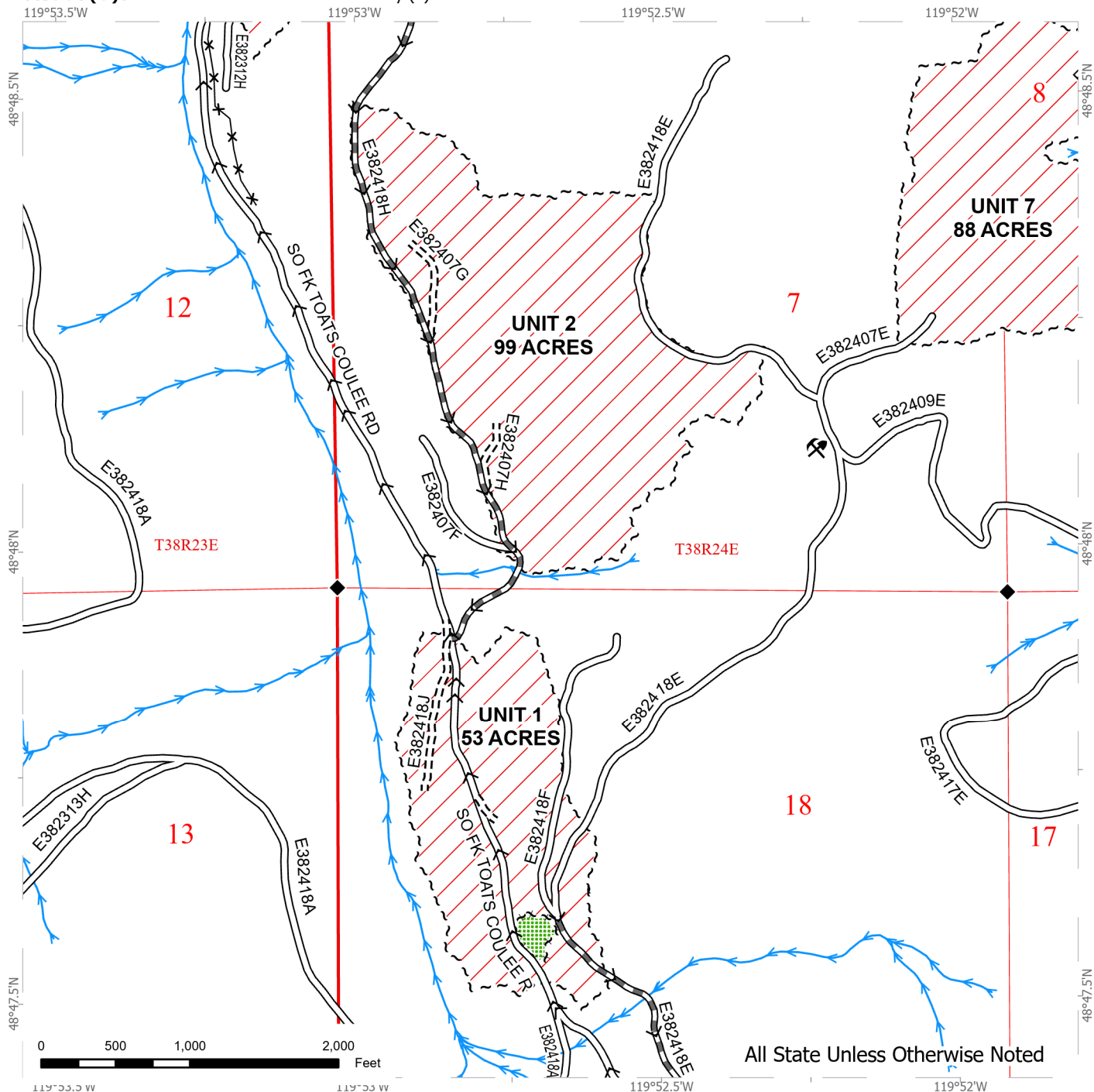
FEES: \$58,293.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: Locked gates restricts access to Units 6, 7 and 8. Contact the Northeast Region Office at (509) 684-7474 for access.

TIMBER SALE MAP

SALE NAME: Q PORTRAIT
AGREEMENT #: 30-106261
TOWNSHIP(S): T38R23E, T38R24E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 4600-5680

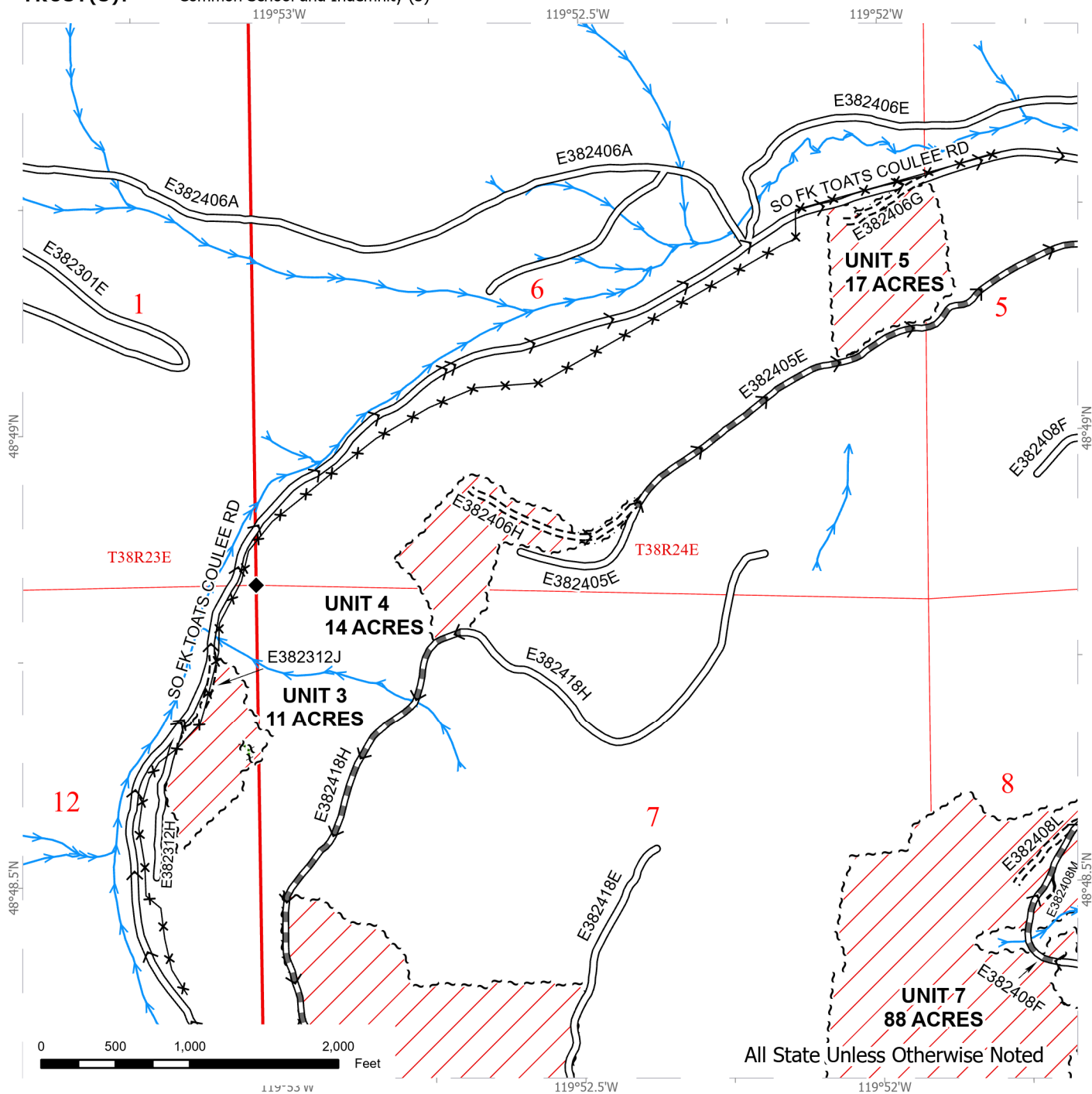


Public Land Survey Townships	Existing Roads	Streams
DNR Managed Lands	Required Pre-Haul Maintenance	Rock Pit
Variable Retention Harvest	Required Construction	Survey Monument
Leave Tree Area		Haul Route
Sale Boundary Tags		
Leave Tree Tags		
Fence		

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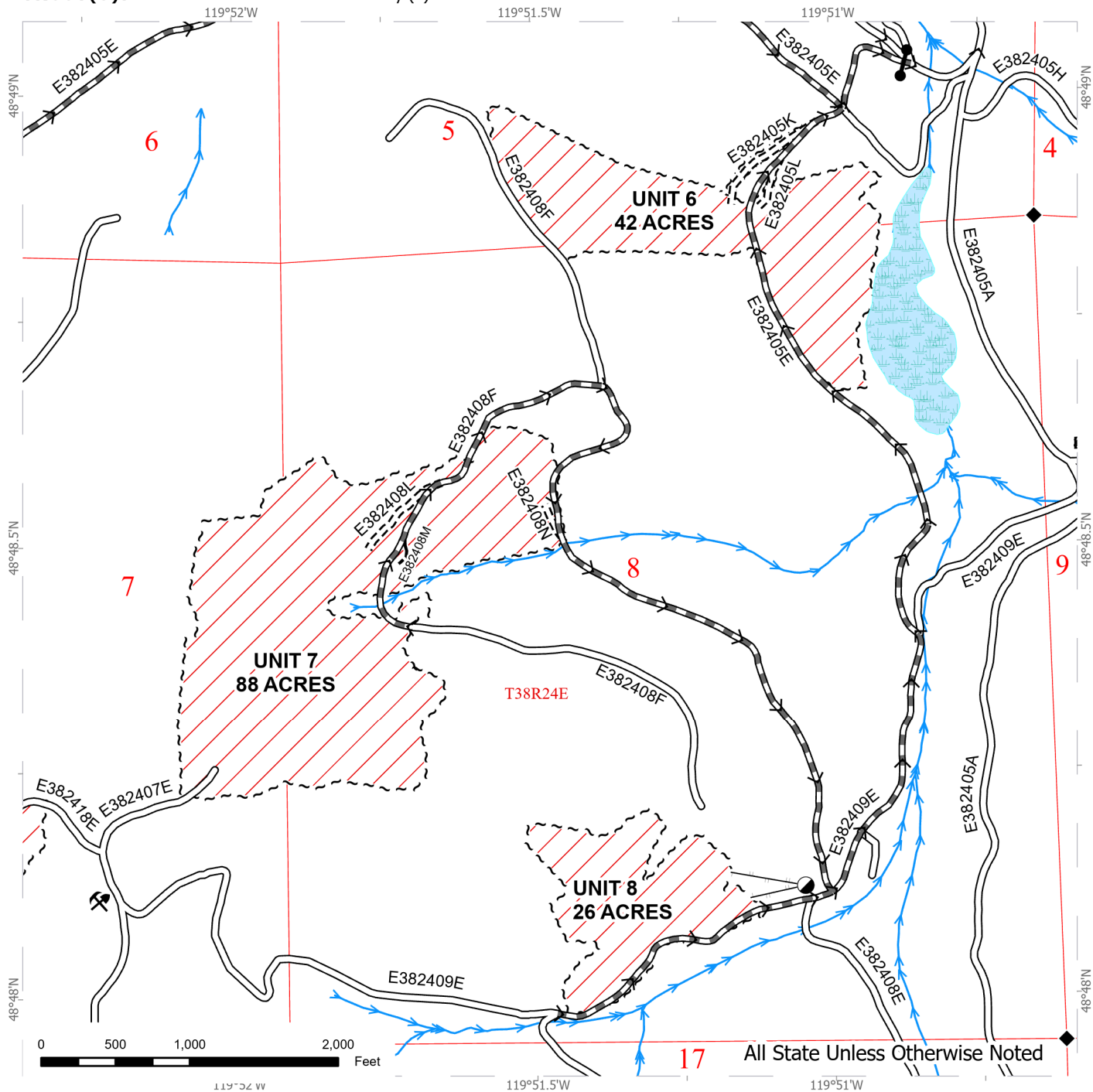
All State Unless Otherwise Noted

Public Land Survey Townships	Existing Roads	Streams
DNR Managed Lands	Required Pre-Haul Maintenance	Survey Monument
Variable Retention Harvest	Required Construction	Haul Route
Leave Tree Area	Optional Construction	
Sale Boundary Tags		
Leave Tree Tags		
Right of Way Tags = 2 acres		
Fence		

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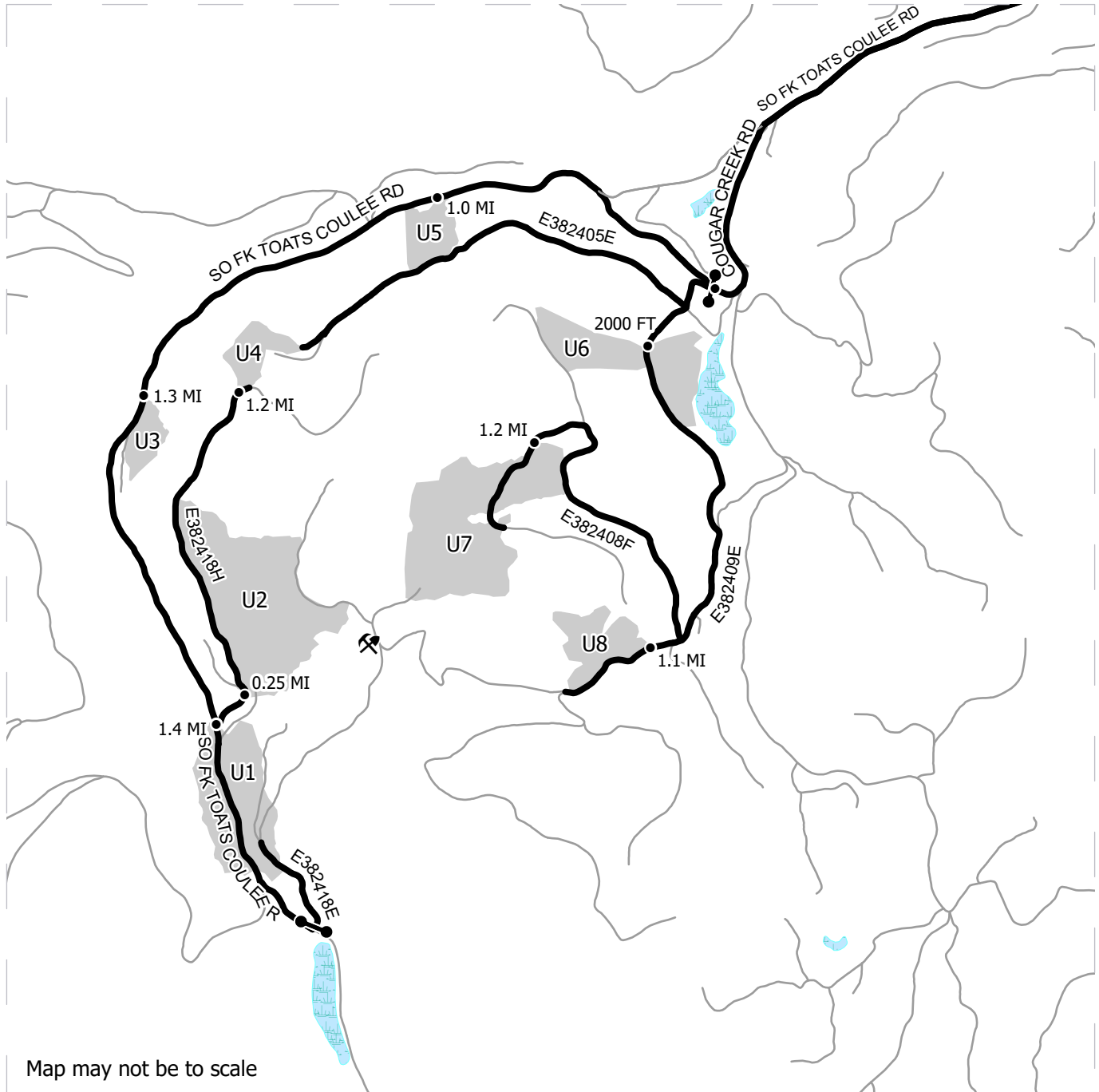
Public Land Survey Townships	Existing Roads	Streams
DNR Managed Lands	Required Pre-Haul Maintenance	External Designated Landing
Variable Retention Harvest	Required Construction	Rock Pit
Sale Boundary Tags	Optional Construction	Gate
Right of Way Tags = 2 acres	Designated Skid Trail	Survey Monument
		Haul Route



DRIVING MAP

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Map may not be to scale

	Harvest Unit
	Highway
	Haul Route
	Other Route
	Distance Indicator
	Gate
	Rock Pit

DRIVING DIRECTIONS:

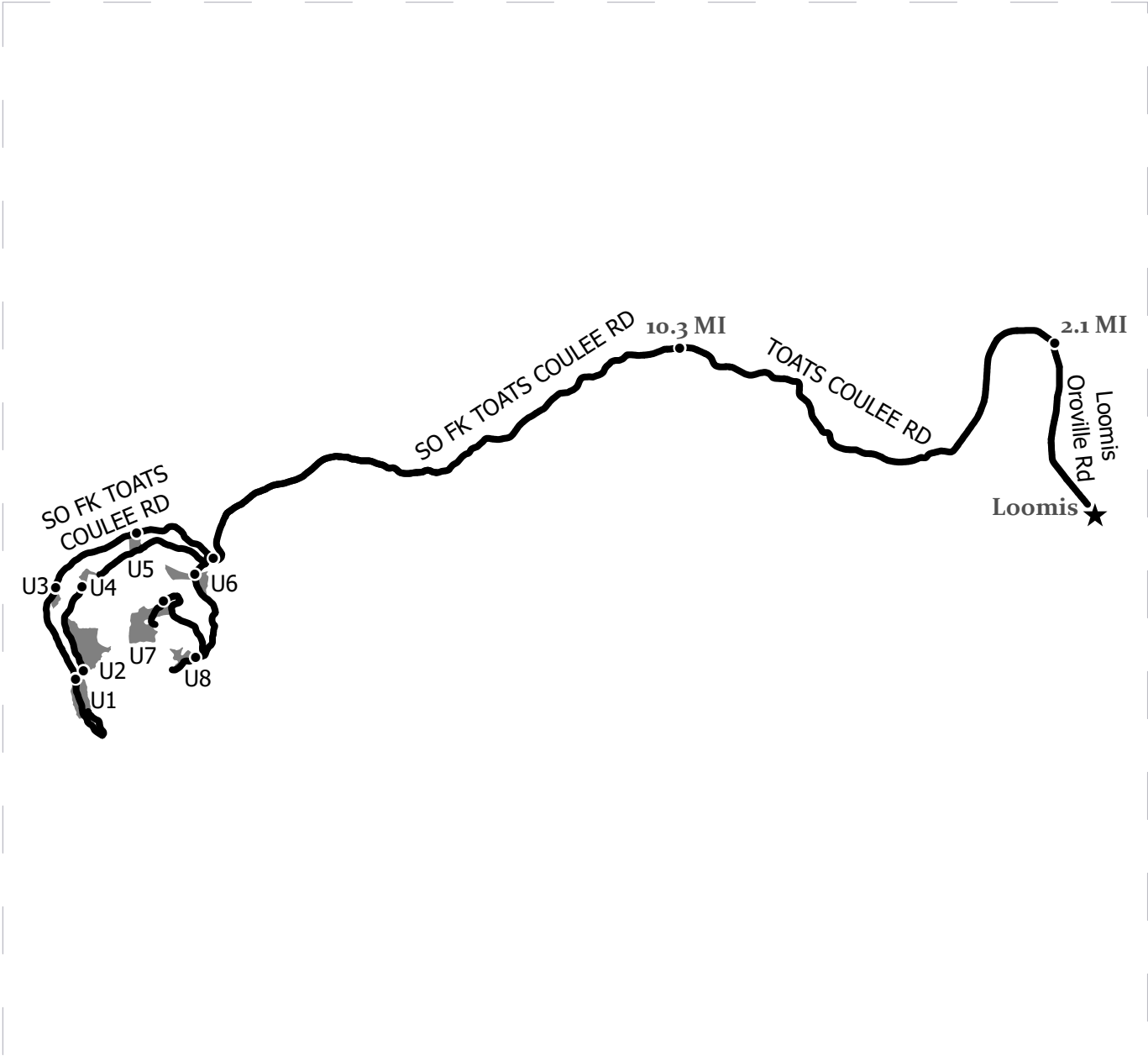
From Loomis, WA travel north on the Loomis-Oroville road for 2.1 miles and turn left on Toats Coulee Road. Travel approximately 10.3 miles on Toats Coulee then turn left onto South Fork Toats Coulee Road. Then, travel about 4.8 miles and stay right to stay on SF Toats Coulee Road. Travel for 1 mile on SF Toats Coulee Road to reach Unit 5. Continue for 1.3 miles to reach Unit 3. To reach Unit 1 continue for 1.4 miles and you have reached Unit 1. For Unit 2 and 4, continue for 1-mile past Unit 3 then turn left onto E382418H. Travel for about a quarter of a mile to reach Unit 2. Continue travelling on the 18H road for about 1.2 miles to reach the top of Unit 4. To access Units 6, 7, and 8, from the SF Toats Coulee and Cougar Creek turn off, travel 400 ft on SF Toats Coulee and turn left onto E382409E. Travel for 2,000 feet to reach Unit 6. For Unit 8 continue travelling on the 09E road for about 1.1 miles to access it. For Unit 7, continue travelling on the 09E road for 1-mile past Unit 6 and turn right onto E382408F road. Travel for about 1.2 miles to access Unit 7.



OVERVIEW MAP

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COUNTY(S): Okanogan
ELEVATION RGE: 4600-5680



Map may not be to scale

- Sale Units
- Haul Route
- Town
- Distance Indicator

DRIVING DIRECTIONS:

From Loomis, WA travel north on the Loomis-Oroville road for 2.1 miles and turn left on Toats Coulee Road. Travel approximately 10.3 miles on Toats Coulee then turn left onto South Fork Toats Coulee Road. Then, travel about 4.8 miles and stay right to stay on SF Toats Coulee Road. Travel for 1 mile on SF Toats Coulee Road to reach Unit 5. Continue for 1.3 miles to reach Unit 3. To reach Unit 1 continue for 1.4 miles and you have reached Unit 1. For Unit 2 and 4, continue for 1-mile past Unit 3 then turn left onto E382418H. Travel for about a quarter of a mile to reach Unit 2. Continue travelling on the 18H road for about 1.2 miles to reach the top of Unit 4. To access Units 6, 7, and 8, from the SF Toats Coulee and Cougar Creek turn off, travel 400 ft on SF Toats Coulee and turn left onto E382409E. Travel for 2,000 feet to reach Unit 6. For Unit 8 continue travelling on the 09E road for about 1.1 miles to access it. For Unit 7, continue travelling on the 09E road for 1-mile past Unit 6 and turn right onto E382408F road. Travel for about 1.2 miles to access Unit 7.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0106261

SALE NAME: Q PORTRAIT

**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 October 29, 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 conifer species except for leave trees banded with purple paint, leave trees bounded by yellow leave tree area tags and two standing snags per acre in Units 1, 2, 3, 4, 5, 6, 7 and 8 bounded by white timber sale boundary tags; and all right of way timber bounded by orange right of way boundary tags.

All forest products described above located on approximately 352 acres on part(s) of Section 12 in Township 38 North, Range 23 East, Sections 5, 6, 7, 8, and 18 all in Township 38 North, Range 24 East W.M. in Okanogan 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-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$330.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

threatened or endangered species, or the presence of their habitat, within the sale area.

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

- a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-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-102 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 shall become a part of this contract and the Scribner log scale volume, as defined by the Northwest Log Rules Eastside, 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-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 Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

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

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; E382312J, E382405E, E382405K, E382405L, E382406G, E382406H, E382407G, E382407H, E382408F, E382408L, E382408M, E382408N, E382409E, E382418E, E382418H, E382418J, E382418K, South Fork Toats Coulee Road and Toats Coulee Road. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

Purchaser shall deliver 450 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

40% Mountain Brome, 30% Blue Bunch Wheatgrass, 30% Idaho Fescue.

Seed shall be certified weed free, premixed and delivered to Highlands Fire Camp in 50 pound bags clearly labeled with the timber sale name on each bag.

G-330 Pre-work Conference

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

the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the E382409E, E382418F, Toats Coulee Road (E392425A) and South Fork Toats Coulee Road, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement 53 with USFS dated March 17, 1989

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 \$89,154.00. The total contract price consists of a \$0.00 contract bid price plus \$89,154.00 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 \$67,200.00. 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-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator.

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-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 16 feet in width, including rub trees.
- b. Skid trails shall not cover more than 20 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 10 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-050 Rub Trees

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

H-051 Branding and Painting

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

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

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using D6 equivalent or smaller ground skidding equipment and ground based harvesting equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Whole tree yarding is required in all units.
- b. Hand felling of trees and retrieval with bull line and chokers may be required in isolated areas of units.
- c. Road salts shall not be applied to roads for dust abatement or removal of ice from road surfaces.
- d. All slash shall be piled at landings or hauled back into the unit for erosion control where designated by the Contract Administrator.
- e. Slash piled at landings shall be separated from the road prism at completion of harvest.
- f. Appropriate warning signs shall be posted at locations designated by the Contract Administrator.

g. If snow plowing occurs, snow berms shall be removed at locations designated by the Contract Administrator to allow surface water to drain from roads.

h. If the standing dead trees are removed, Purchaser shall leave two standing snags per acre from the larger diameter classes when safe to do so.

i. No operations associated with timber harvest, hauling or road work will be permitted within 1/2 mile of an active American goshawk nest from March 1 to August 1 or later if young are still on the nest.

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

H-142 Wildlife Timing Restrictions

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

No operations associated with timber harvest or road work will be permitted in Units 3, 5, 6 and 7 from May 1 to August 1.

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

H-190 Completion of Settings

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

H-210 Log Length Hauling Restrictions

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

H-250 Additional Falling Requirements

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

H-260 Fall Leaners

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

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

Road construction and associated work provisions of the Road Plan for this sale, dated 12/8/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E382312J, E382405E, E382405K, E382405L, E382406G, E382406H, E382407G, E382407H, E382408F, E382408L, E382408M, E382408N, E382409E, E382418E, E382418H, E382418J, E382418K roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

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

C-080 Landing Locations Approved Prior to Construction

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

C-090 Landing Location

Landings shall be built 50 feet off the South Fork Toats Coulee road(s).

C-130 Dust Abatement

Purchaser shall abate dust on the E382312J, E382405E, E382405K, E382405L, E382406G, E382406H, E382407G, E382407H, E382408F, E382408L, E382408M, E382408N, E382409E, E382418E, E382418H, E382418J, E382418K roads used for hauling from June 1 to November 1.

C-140 Water Bars

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

Section S: Site Preparation and Protection**S-001 Emergency Response Plan**

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

the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-040 Noxious Weed Control

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-110 Resource Protection

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

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

- Department of Emergency Management at 1-800-258-5990
- National Response Center at 1-800-424-8802

-Appropriate Department of Ecology (ECY) at 1-800-645-7911
-DNR Contract Administrator

S-131 Refuse Disposal

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

S-140 Fence Repair

Purchaser shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

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 all the units.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Patrick Ryan
Northeast Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Northeast

Timber Sale Name: Q PORTRAIT

Application Number: 30- 106261

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 6,703 linear feet
Road to be constructed (optional and required) but not abandoned

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

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

Decommission: 6,703 linear feet
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 31,247 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 619 linear feet
Roads to be constructed (optional and required) and then abandoned

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

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

(Revised 9/18)

Timber Sale Cruise Report Portrait

Sale Name: Q PORTRAIT

Sale Type: LUMP SUM

Region: NORTHEAST

District: HIGHLANDS

Lead Cruiser: Jake Culp

Other Cruisers: Hunter Leliefeld

Cruise Narrative:

Location:

Legal – Sections 5, 6, 7, 8, 18 of T38N R24E. Section 12 of T38N R23E

General – Approx. 10 miles west of Loomis, WA in Okanogan County.

Access – All units are accessed from Toats Coulee Rd, via Loomis Oroville Rd.

Cruise Design:

-This sale was cruised using variable radius plots, utilizing the cruise-count method. Plot locations found using a Garmin handheld GPS unit. The walk-through method was used on plots near boundaries.

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

-Min. DBH: 7" DBH for all species

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

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

Take/Leave Prescription:

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

Cruise Acres determination:

Net harvest unit acreages are used for cruise acreages.

Stand composition:

The stands are second growth, even aged lodgepole, Engelman spruce and Douglas-fir with minor components of alpine fir. Large residual trees and legacy trees are found within the sale area. Units are generally well stocked with uniform stem density; however, a few small openings can be found.

Timber quality:

Timber to be harvested is comprised of domestic quality Douglas fir (69 %), Engelman spruce (18 %), lodgepole pine (11 %), and alpine fir (2 %). Majority of timber will be produced from 3 saw Douglas fir.

Stand health/defect:

Older timber in the sale area can be rough, with branch clusters, sweep, and crooks in the older DF. Other defects noted include forks, spike knots, wind and snow damage. Mistletoe can be found throughout the sale affecting the alpine fir and lodgepole. Many of the larger, mature Douglas fir are found dead/dying.

Aspect:

East, West, Northwest.

Elevation:

4600'-5800'.

Harvesting methods:
100% ground based.

Slope:

Unit 1- Max 68%, Avg 25%
Unit 2- Max 50%, Avg 20%
Unit 3- Max 55%, Avg 25%
Unit 4- Max 50%, Avg 17%
Unit 5- Max 74%, Avg 28%
Unit 6- Max 40%, Avg 17%
Unit 7- Max 58%, Avg 19%
Unit 8- Max 35%, Avg 22%

Other considerations/remarks:

This sale has a substantial amount of downfall covering majority of the landscape, especially in Units 1,3, and 7 but can be expected in all units. Rocky terrain can also be expected throughout the sale.

Trust:

This sale is 100% Trust #3.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	12.8			2,365	439	1,490	437
ES	11.7			620	58	468	94
LP	9.7			382	7	241	133
AF	11.1			62		46	16
ALL	12.0			3,429	504	2,245	680

Timber Sale Notice Weight (tons)

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	15,923	2,459	10,333	3,130
ES	3,512	294	2,656	562
LP	1,929	35	1,238	656
AF	339		243	97
ALL	21,704	2,789	14,470	4,445

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 (%)
81.5	4.0	119.4	2.5	9,751	4.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Q PORTRAIT U1	B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 4.5 ft	53.3	55.9	41	15	3
Q PORTRAIT U2	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	98.4	99.4	67	17	4
Q PORTRAIT U3	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	10.6	10.8	7	3	0
Q PORTRAIT U4	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	14.2	14.2	9	4	0
Q PORTRAIT U5	B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 4.5 ft	16.7	15.7	11	5	1
Q PORTRAIT U6	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	42.0	44.2	32	11	1
Q PORTRAIT U7	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	88.0	88.5	59	15	4
Q PORTRAIT U8	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	25.8	25.4	16	6	0
Q PORTRAIT ROW	B1: VR, 1 BAF (20) Measure All, Sighting Ht = 4.5 ft	2.6	2.7	7	7	2
All		351.6	356.8	249	83	15

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
AF	LIVE	3 SAW	Domestic	7.5	32	131	131	0.0	242.7	46.0
AF	LIVE	4 SAW	Domestic	5.2	20	47	47	0.0	96.7	16.5
DF	LIVE	2 SAW	Domestic	14.0	32	1,283	1,247	2.8	2,459.5	438.6
DF	LIVE	3 SAW	Domestic	8.0	32	4,358	4,237	2.8	10,333.1	1,490.0
DF	LIVE	4 SAW	Domestic	5.2	22	1,264	1,241	1.8	3,130.3	436.6
DF	LIVE	CULL	Cull	7.6	32	55	0	100.0	0.0	0.0
ES	LIVE	2 SAW	Domestic	12.7	32	175	165	5.7	293.9	58.1
ES	LIVE	3 SAW	Domestic	7.5	32	1,335	1,330	0.4	2,655.7	467.8
ES	LIVE	4 SAW	Domestic	5.1	20	268	267	0.4	562.2	93.7
ES	LIVE	CULL	Cull	5.0	18	14	0	100.0	0.0	0.0
LP	LIVE	2 SAW	Domestic	12.3	32	21	21	0.0	35.2	7.3
LP	LIVE	3 SAW	Domestic	7.1	32	727	685	5.7	1,238.4	240.9
LP	LIVE	4 SAW	Domestic	5.2	23	379	379	0.0	655.7	133.4
LP	LIVE	CULL	Cull	5.3	20	6	0	100.0	0.0	0.0

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
AF	5 - 8	LIVE	Domestic	5.8	25	120	0.0	242.4	42.2
AF	9 - 11	LIVE	Domestic	9.7	32	58	0.0	97.0	20.2
DF	5 - 8	LIVE	Domestic	5.9	26	3,343	2.6	8,792.0	1,175.7
DF	5 - 8	LIVE	Cull	6.3	32	0	100.0	0.0	0.0
DF	9 - 11	LIVE	Domestic	9.6	32	1,443	1.8	3,364.8	507.6
DF	9 - 11	LIVE	Cull	10.7	32	0	100.0	0.0	0.0
DF	12 - 14	LIVE	Domestic	12.8	32	936	2.0	1,928.1	329.0
DF	15 - 19	LIVE	Cull	15.7	32	0	100.0	0.0	0.0
DF	15 - 19	LIVE	Domestic	16.8	32	628	1.8	1,131.0	221.0
DF	20+	LIVE	Domestic	22.5	32	375	8.1	707.1	132.0
ES	5 - 8	LIVE	Cull	5.0	18	0	100.0	0.0	0.0
ES	5 - 8	LIVE	Domestic	6.0	26	1,102	0.1	2,257.6	387.6
ES	9 - 11	LIVE	Domestic	10.0	32	515	0.8	1,004.5	181.2
ES	12 - 14	LIVE	Domestic	12.5	32	100	9.1	182.7	35.2
ES	15 - 19	LIVE	Domestic	14.9	32	44	0.0	67.1	15.6
LP	5 - 8	LIVE	Cull	5.3	20	0	100.0	0.0	0.0
LP	5 - 8	LIVE	Domestic	5.8	27	937	3.1	1,653.8	329.6
LP	9 - 11	LIVE	Domestic	9.4	32	127	8.2	240.3	44.7
LP	12 - 14	LIVE	Domestic	12.3	32	21	0.0	35.2	7.3

Cruise Unit Report Q PORTRAIT U1

Unit Sale Notice Volume (MBF): Q PORTRAIT U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	11.3			273	44	156	73
LP	8.7			114		73	41
ES	10.7			55	10	30	15
AF	12.5			13		12	1
ALL	10.3			455	53	271	131

Unit Cruise Design: Q PORTRAIT U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 4.5 ft	53.3	55.9	41	15	3

Unit Cruise Summary: Q PORTRAIT U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	26	105	2.6	0
LP	15	33	0.8	0
ES	11	16	0.4	0
AF	1	2	0.0	0
ALL	53	156	3.8	0

Unit Cruise Statistics: Q PORTRAIT 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	51.2	103.3	16.1	99.9	31.4	6.2	5,116	108.0	17.3
LP	16.1	208.3	32.5	132.8	23.3	6.0	2,137	209.6	33.1
ES	7.8	221.0	34.5	131.1	36.7	11.1	1,024	224.0	36.2
AF	1.0	640.3	100.0	258.2	0.0	0.0	252	640.3	100.0
ALL	76.1	70.3	11.0	112.1	38.0	5.2	8,529	80.0	12.2

Unit Summary: Q PORTRAIT U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	1	ALL	12.5	95	121	252	252	0.0	1.1	1.0	0.3	13.4
DF	LIVE	CUT	26	ALL	11.3	53	65	5,232	5,116	2.2	73.5	51.2	15.2	272.7
ES	LIVE	CUT	11	ALL	10.7	52	64	1,062	1,024	3.6	12.5	7.8	2.4	54.6
LP	LIVE	CUT	15	ALL	8.7	62	77	2,317	2,137	7.8	39.0	16.1	5.5	113.9
ALL	LIVE	CUT	53	ALL	10.5	56	69	8,863	8,529	3.8	126.1	76.1	23.4	454.6
ALL	ALL	ALL	53	ALL	10.5	56	69	8,863	8,529	3.8	126.1	76.1	23.4	454.6

Cruise Unit Report Q PORTRAIT U2

Unit Sale Notice Volume (MBF): Q PORTRAIT U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.5			824	81	624	119
ES	13.9			88		78	10
LP	11.8			26		22	5
ALL	13.4			938	81	725	133

Unit Cruise Design: Q PORTRAIT U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	98.4	99.4	67	17	4

Unit Cruise Summary: Q PORTRAIT U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	52	200	3.0	0
ES	2	14	0.2	0
LP	3	5	0.1	0
ALL	57	219	3.3	0

Unit Cruise Statistics: Q PORTRAIT U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	75.1	76.8	9.4	111.5	44.1	6.1	8,374	88.6	11.2
ES	5.3	348.9	42.6	170.3	10.0	7.1	895	349.0	43.2
LP	1.9	484.5	59.2	142.9	28.8	16.6	268	485.3	61.5
ALL	82.2	66.6	8.1	116.0	42.5	5.6	9,537	79.1	9.9

Unit Summary: Q PORTRAIT U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	52	ALL	13.5	51	63	8,630	8,374	3.0	75.5	75.1	20.4	824.0
ES	LIVE	CUT	2	ALL	13.9	70	88	895	895	0.0	5.0	5.3	1.4	88.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
LP	LIVE	CUT	3	ALL	11.8	53	66	268	268	0.0	2.5	1.9	0.5	26.4
ALL	LIVE	CUT	57	ALL	13.5	53	65	9,793	9,537	2.6	83.0	82.2	22.4	938.4
ALL	ALL	ALL	57	ALL	13.5	53	65	9,793	9,537	2.6	83.0	82.2	22.4	938.4

Cruise Unit Report Q PORTRAIT U3

Unit Sale Notice Volume (MBF): Q PORTRAIT U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
ES	9.1			28	28	
DF	8.0			19		19
AF	9.1			16	7	9
LP	9.3			9	8	1
ALL	8.9			73	43	30

Unit Cruise Design: Q PORTRAIT U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	10.6	10.8	7	3	0

Unit Cruise Summary: Q PORTRAIT U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
ES	2	6	0.9	0
DF	2	5	0.7	0
AF	3	5	0.7	0
LP	2	2	0.3	0
ALL	9	18	2.6	0

Unit Cruise Statistics: Q PORTRAIT 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 (%)
ES	21.6	105.0	39.7	124.4	12.8	9.0	2,682	105.7	40.7
DF	18.0	155.8	58.9	100.4	4.7	3.3	1,804	155.8	59.0
AF	18.0	133.2	50.3	85.4	49.2	28.4	1,535	142.0	57.8
LP	7.2	170.8	64.5	119.2	47.4	33.5	857	177.2	72.7
ALL	64.7	54.3	20.5	106.3	32.2	10.7	6,878	63.1	23.2

Unit Summary: Q PORTRAIT U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	3	ALL	9.1	42	51	1,535	1,535	0.0	39.8	18.0	6.0	16.3
DF	LIVE	CUT	2	ALL	8.0	51	62	1,847	1,804	2.3	51.5	18.0	6.4	19.1
ES	LIVE	CUT	2	ALL	9.1	55	68	2,682	2,682	0.0	47.7	21.6	7.1	28.4
LP	LIVE	CUT	2	ALL	9.3	58	72	979	857	12.5	15.2	7.2	2.4	9.1
ALL	LIVE	CUT	9	ALL	8.8	50	62	7,042	6,878	2.3	154.2	64.7	21.8	72.9
ALL	ALL	ALL	9	ALL	8.8	50	62	7,042	6,878	2.3	154.2	64.7	21.8	72.9

Cruise Unit Report Q PORTRAIT U4

Unit Sale Notice Volume (MBF): Q PORTRAIT U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	10.6			88	7	64	18
LP	8.3			34		11	24
ES	15.1			23		22	1
ALL	10.1			145	7	96	43

Unit Cruise Design: Q PORTRAIT U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	14.2	14.2	9	4	0

Unit Cruise Summary: Q PORTRAIT U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	16	23	2.6	0
LP	4	7	0.8	0
ES	1	3	0.3	0
ALL	21	33	3.7	0

Unit Cruise Statistics: Q PORTRAIT U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	64.3	73.5	24.5	96.6	35.2	8.8	6,210	81.5	26.0
LP	19.6	107.1	35.7	123.6	43.7	21.8	2,419	115.7	41.9
ES	8.4	150.0	50.0	193.0	0.0	0.0	1,618	150.0	50.0
ALL	92.2	59.4	19.8	111.1	38.4	8.4	10,246	70.7	21.5

Unit Summary: Q PORTRAIT U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	16	ALL	10.6	50	61	6,271	6,210	1.0	104.9	64.3	19.7	88.2
ES	LIVE	CUT	1	ALL	15.1	81	103	1,618	1,618	0.0	6.7	8.4	2.2	23.0
LP	LIVE	CUT	4	ALL	8.3	51	62	2,419	2,419	0.0	52.1	19.6	6.8	34.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	21	ALL	10.2	52	63	10,307	10,246	0.6	163.7	92.2	28.7	145.5
ALL	ALL	ALL	21	ALL	10.2	52	63	10,307	10,246	0.6	163.7	92.2	28.7	145.5

Cruise Unit Report Q PORTRAIT U5

Unit Sale Notice Volume (MBF): Q PORTRAIT U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
ES	9.5			63	7	42	14
DF	13.3			57	37	13	7
LP	8.4			21	7	8	5
AF	13.2			5		3	1
ALL	10.5			145	51	67	27

Unit Cruise Design: Q PORTRAIT U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 4.5 ft	16.7	15.7	11	5	1

Unit Cruise Summary: Q PORTRAIT U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
ES	8	17	1.5	0
DF	8	11	1.0	0
LP	3	6	0.5	0
AF	1	1	0.1	0
ALL	20	35	3.2	0

Unit Cruise Statistics: Q PORTRAIT U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
ES	30.9	97.5	29.4	122.4	49.0	17.3	3,784	109.2	34.1
DF	20.0	118.3	35.7	169.3	58.5	20.7	3,385	132.0	41.2
LP	10.9	189.9	57.3	113.8	30.7	17.7	1,241	192.3	59.9
AF	1.8	331.7	100.0	150.5	0.0	0.0	274	331.7	100.0
ALL	63.6	52.2	15.8	136.5	55.2	12.3	8,685	76.0	20.0

Unit Summary: Q PORTRAIT U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	1	ALL	13.2	71	90	274	274	0.0	1.9	1.8	0.5	4.6
DF	LIVE	CUT	8	ALL	13.3	55	68	3,757	3,385	9.9	20.7	20.0	5.5	56.5
ES	LIVE	CUT	8	ALL	9.5	52	65	4,084	3,784	7.3	62.8	30.9	10.0	63.2
LP	LIVE	CUT	3	ALL	8.4	52	64	1,241	1,241	0.0	28.3	10.9	3.8	20.7
ALL	LIVE	CUT	20	ALL	10.1	53	66	9,356	8,685	7.2	113.7	63.6	19.8	145.0
ALL	ALL	ALL	20	ALL	10.1	53	66	9,356	8,685	7.2	113.7	63.6	19.8	145.0

Cruise Unit Report Q PORTRAIT U6

Unit Sale Notice Volume (MBF): Q PORTRAIT U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	11.8			297	20	206	71
ES	13.3			119	28	78	13
LP	8.0			24		14	10
ALL	11.5			441	49	299	94

Unit Cruise Design: Q PORTRAIT U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	42.0	44.2	32	11	1

Unit Cruise Summary: Q PORTRAIT U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	27	74	2.3	0
ES	7	21	0.7	0
LP	3	6	0.2	0
ALL	37	101	3.2	0

Unit Cruise Statistics: Q PORTRAIT U6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	58.2	60.6	10.7	121.7	28.5	5.5	7,078	67.0	12.0
ES	16.5	137.4	24.3	172.0	20.4	7.7	2,838	138.9	25.5
LP	4.7	251.2	44.4	123.3	13.5	7.8	582	251.5	45.1
ALL	79.4	40.3	7.1	132.2	29.2	4.8	10,498	49.8	8.6

Unit Summary: Q PORTRAIT U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	27	ALL	11.8	58	72	7,210	7,078	1.8	76.6	58.2	16.9	297.3
ES	LIVE	CUT	7	ALL	13.3	65	81	2,838	2,838	0.0	17.1	16.5	4.5	119.2
LP	LIVE	CUT	3	ALL	8.0	55	67	582	582	0.0	13.5	4.7	1.7	24.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	37	ALL	11.7	59	73	10,630	10,498	1.2	107.2	79.4	23.1	440.9
ALL	ALL	ALL	37	ALL	11.7	59	73	10,630	10,498	1.2	107.2	79.4	23.1	440.9

Cruise Unit Report Q PORTRAIT U7

Unit Sale Notice Volume (MBF): Q PORTRAIT U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	12.9			465	122	264	80
ES	10.2			175	12	131	33
LP	10.3			135		93	42
AF	11.3			28		24	5
ALL	11.5			803	134	511	159

Unit Cruise Design: Q PORTRAIT U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	88.0	88.5	59	15	4

Unit Cruise Summary: Q PORTRAIT U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	28	112	1.9	0
ES	15	37	0.6	0
LP	6	25	0.4	0
AF	3	6	0.1	0
ALL	52	180	3.1	0

Unit Cruise Statistics: Q PORTRAIT U7

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	47.7	94.7	12.3	110.7	53.2	10.1	5,283	108.6	15.9
ES	15.8	172.4	22.4	126.3	30.3	7.8	1,993	175.0	23.8
LP	10.7	260.0	33.9	143.8	21.0	8.6	1,532	260.9	34.9
AF	2.6	395.7	51.5	125.4	21.1	12.2	321	396.2	52.9
ALL	76.7	60.4	7.9	119.0	41.9	5.8	9,128	73.5	9.8

Unit Summary: Q PORTRAIT U7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	3	ALL	11.3	58	72	321	321	0.0	3.7	2.6	0.8	28.2
DF	LIVE	CUT	28	ALL	12.9	54	67	5,694	5,283	7.2	52.6	47.7	13.3	464.9
ES	LIVE	CUT	15	ALL	10.2	55	69	2,027	1,993	1.7	27.8	15.8	4.9	175.4
LP	LIVE	CUT	6	ALL	10.3	58	71	1,552	1,532	1.2	18.4	10.7	3.3	134.8
ALL	LIVE	CUT	52	ALL	11.7	55	69	9,593	9,128	4.8	102.5	76.7	22.3	803.3
ALL	ALL	ALL	52	ALL	11.7	55	69	9,593	9,128	4.8	102.5	76.7	22.3	803.3

Cruise Unit Report Q PORTRAIT U8

Unit Sale Notice Volume (MBF): Q PORTRAIT U8

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.6			340	128	162	50
ES	12.9			61		54	7
LP	14.9			14		10	5
ALL	13.6			416	128	225	62

Unit Cruise Design: Q PORTRAIT U8

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	25.8	25.4	16	6	0

Unit Cruise Summary: Q PORTRAIT U8

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	25	64	4.0	0
ES	3	14	0.9	0
LP	1	3	0.2	0
ALL	29	81	5.1	0

Unit Cruise Statistics: Q PORTRAIT U8

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	100.6	76.4	19.1	131.1	46.3	9.3	13,186	89.3	21.2
ES	22.0	186.0	46.5	108.2	2.5	1.4	2,382	186.1	46.5
LP	4.7	290.1	72.5	117.3	0.0	0.0	553	290.1	72.5
ALL	127.3	54.7	13.7	126.6	44.8	8.3	16,121	70.7	16.0

Unit Summary: Q PORTRAIT U8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	13.6	57	71	13,252	13,186	0.5	99.7	100.6	27.3	340.2
ES	LIVE	CUT	3	ALL	12.9	55	69	2,382	2,382	0.0	24.2	22.0	6.1	61.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
LP	LIVE	CUT	1	ALL	14.9	68	85	709	553	22.0	3.9	4.7	1.2	14.3
ALL	LIVE	CUT	29	ALL	13.5	57	71	16,343	16,121	1.4	127.8	127.3	34.6	415.9
ALL	ALL	ALL	29	ALL	13.5	57	71	16,343	16,121	1.4	127.8	127.3	34.6	415.9

Cruise Unit Report Q PORTRAIT ROW

Unit Sale Notice Volume (MBF): Q PORTRAIT ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
ES	10.7			6	1	4	2
LP	11.2			4		3	1
DF	16.6			2	0	2	0
ALL	11.6			12	2	8	3

Unit Cruise Design: Q PORTRAIT ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (20) Measure All, Sighting Ht = 4.5 ft	2.6	2.6	7	7	2

Unit Cruise Summary: Q PORTRAIT ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
ES	7	7	1.0	0
LP	3	3	0.4	0
DF	3	3	0.4	0
ALL	13	13	1.9	0

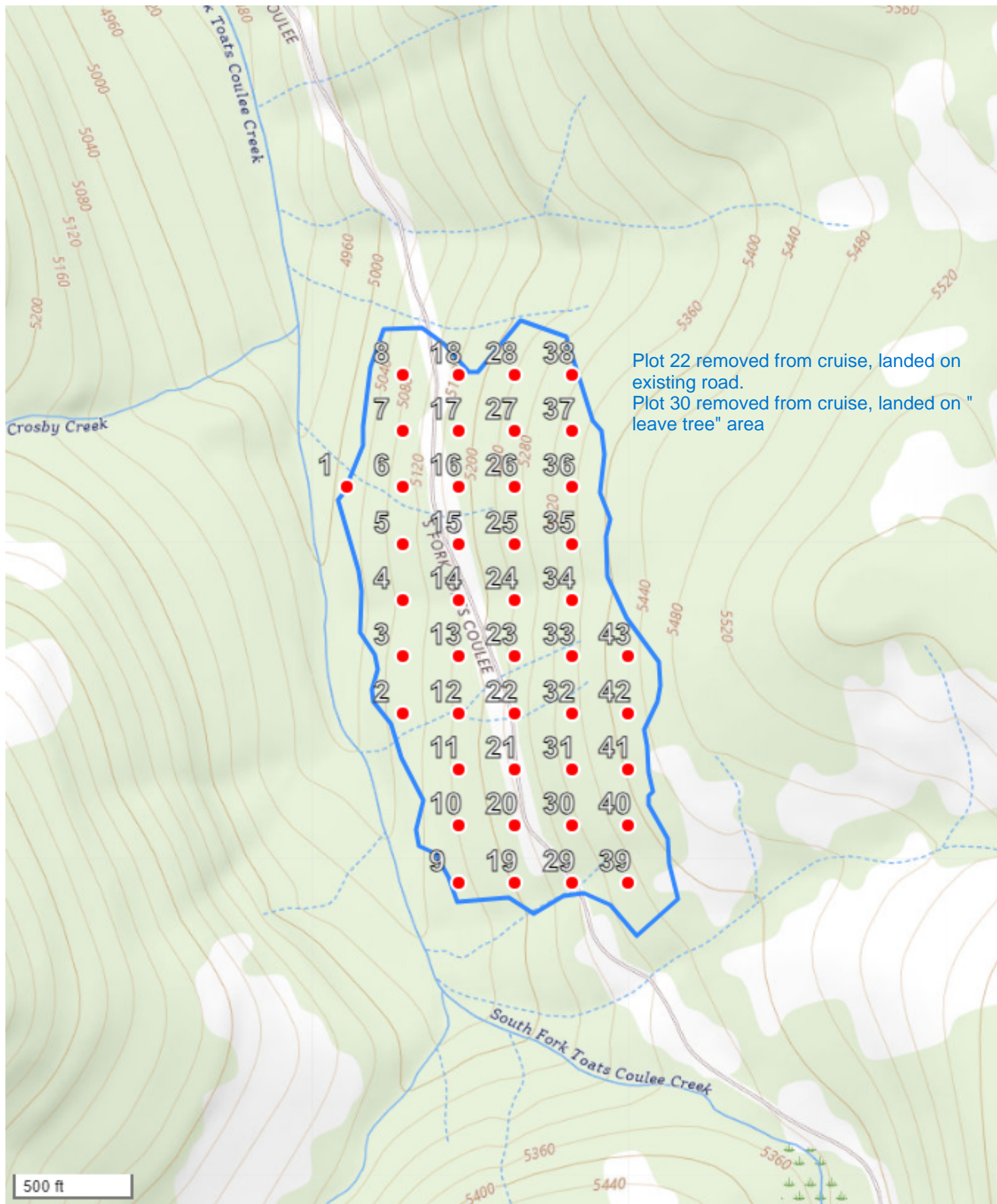
Unit Cruise Statistics: Q PORTRAIT ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
ES	20.0	152.8	57.7	121.4	51.3	19.4	2,428	161.1	60.9
LP	8.6	183.6	69.4	157.7	12.5	7.2	1,352	184.0	69.8
DF	8.6	264.6	100.0	104.3	11.0	6.4	894	264.8	100.2
ALL	37.1	90.3	34.1	125.8	39.0	10.8	4,674	98.3	35.8

Unit Summary: Q PORTRAIT ROW

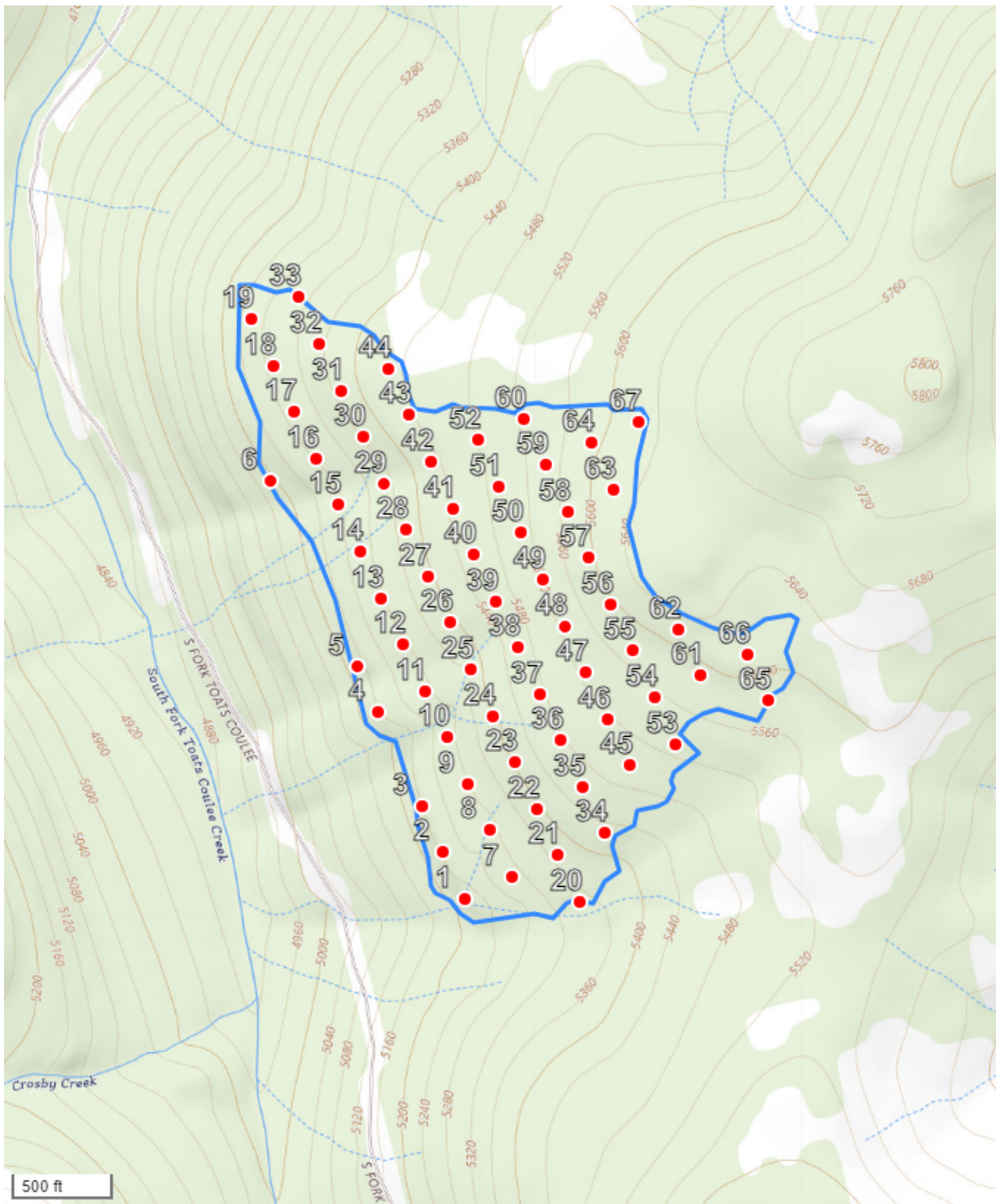
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	3	ALL	16.6	61	77	954	894	6.3	5.7	8.6	2.1	2.4
ES	LIVE	CUT	7	ALL	10.7	56	70	2,624	2,428	7.4	32.0	20.0	6.1	6.4
LP	LIVE	CUT	3	ALL	11.2	64	80	1,352	1,352	0.0	12.5	8.6	2.6	3.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	13	ALL	11.6	59	73	4,930	4,674	5.2	50.2	37.1	10.8	12.4
ALL	ALL	ALL	13	ALL	11.6	59	73	4,930	4,674	5.2	50.2	37.1	10.8	12.4

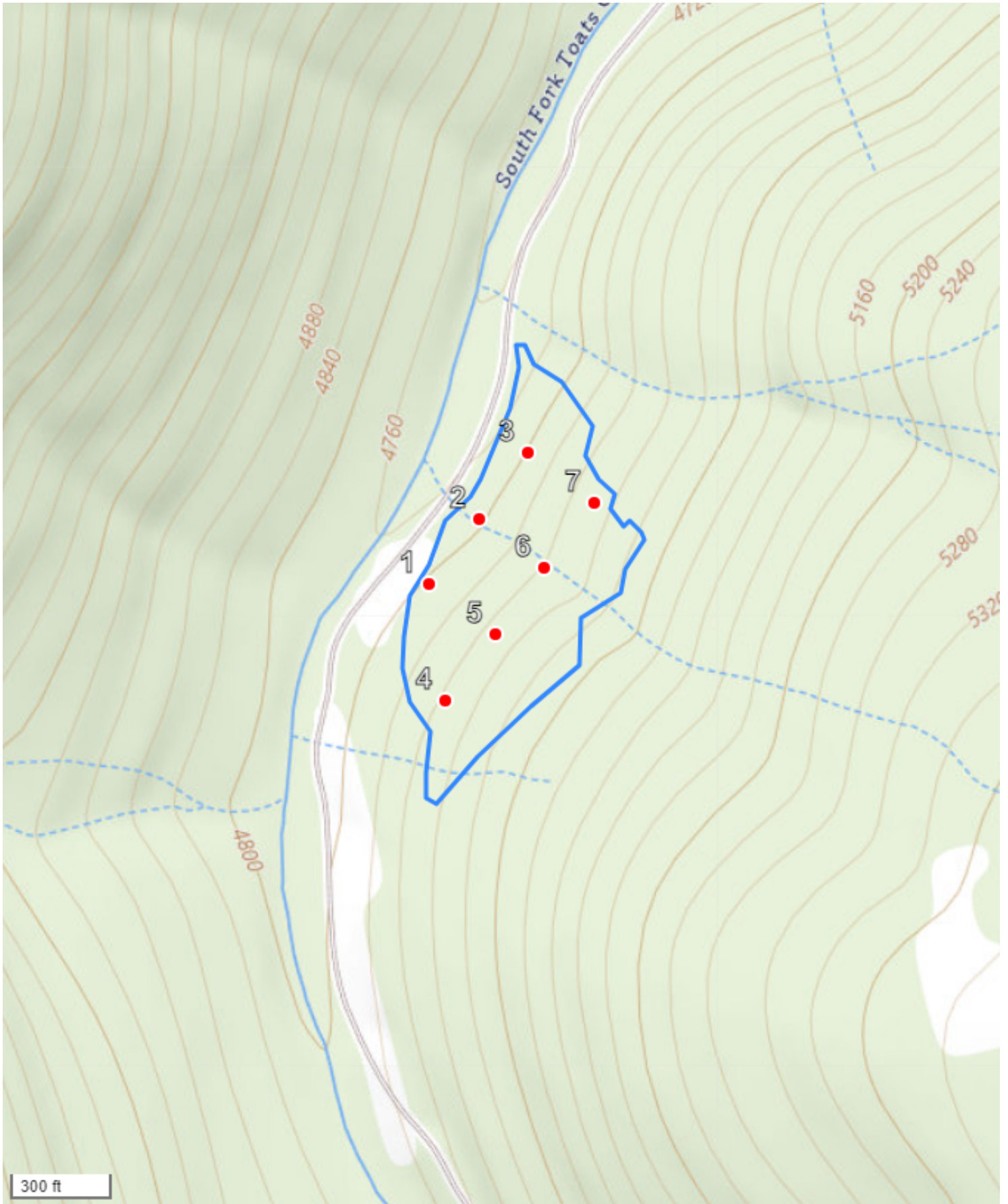


Plot 22 removed from cruise, landed on existing road.
Plot 30 removed from cruise, landed on "leave tree" area

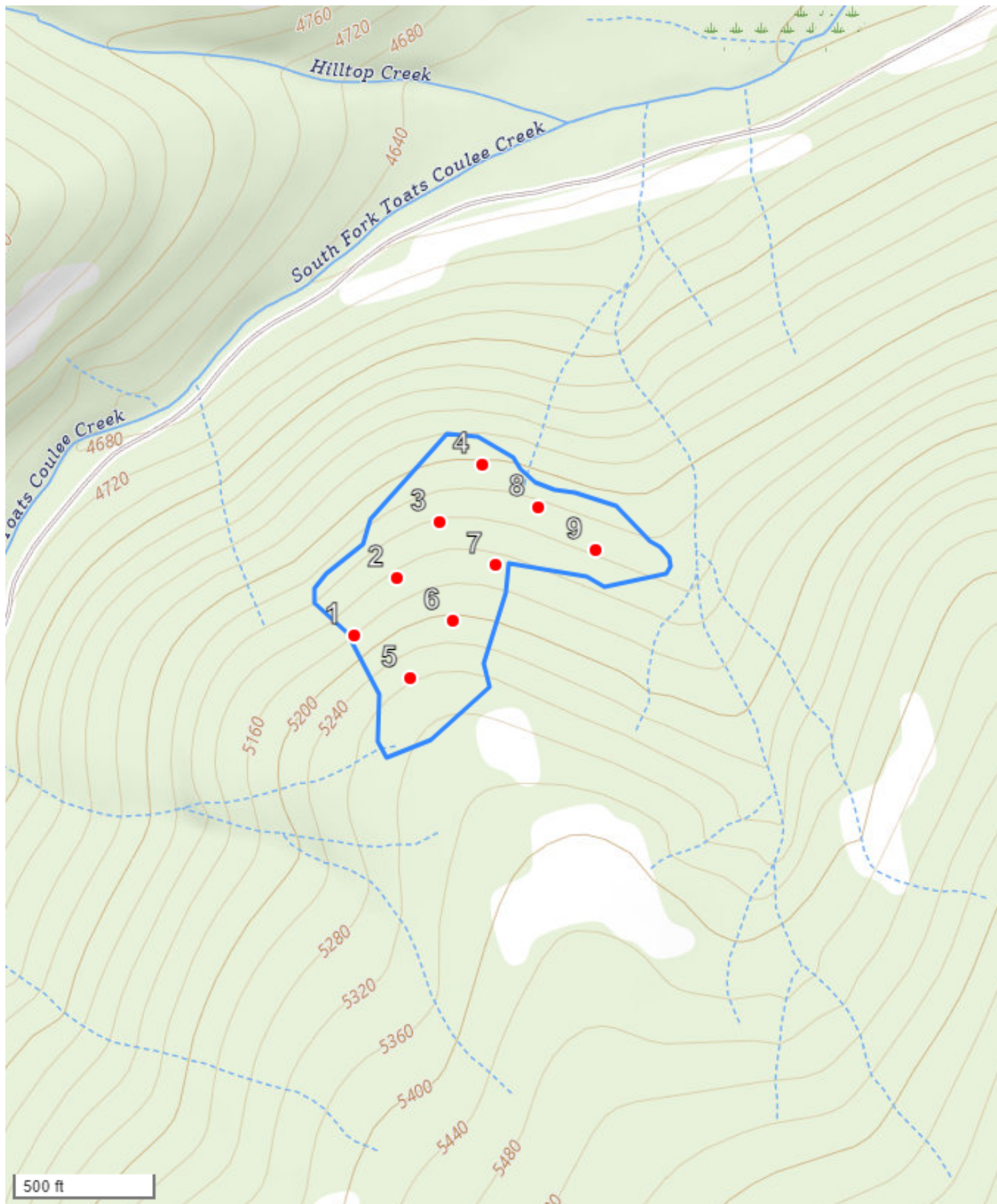
FMA Name: Q PORTRAIT U1	N Plots: 43	Plot Spacing: 234.9 ft
Grid Name: Q PORTRAIT U1 - 1	Acres Treated: 53.3	Main Azimuth: 0 deg



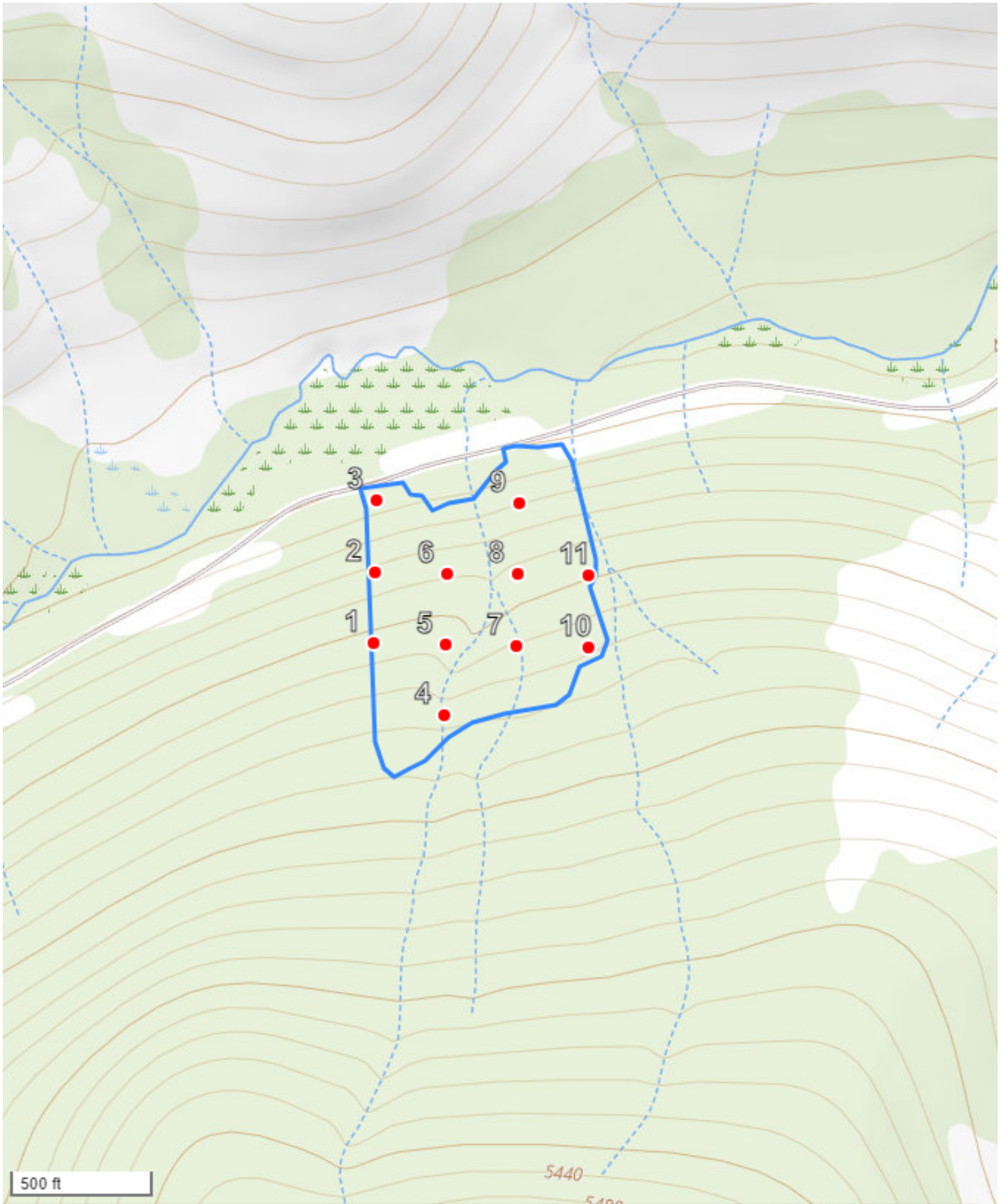
FMA Name: Q PORTRAIT U2	N Plots: 67	Plot Spacing: 253.9 ft
Grid Name: Q PORTRAIT U2 - 1	Acres Treated: 98.4	Main Azimuth: 335 deg



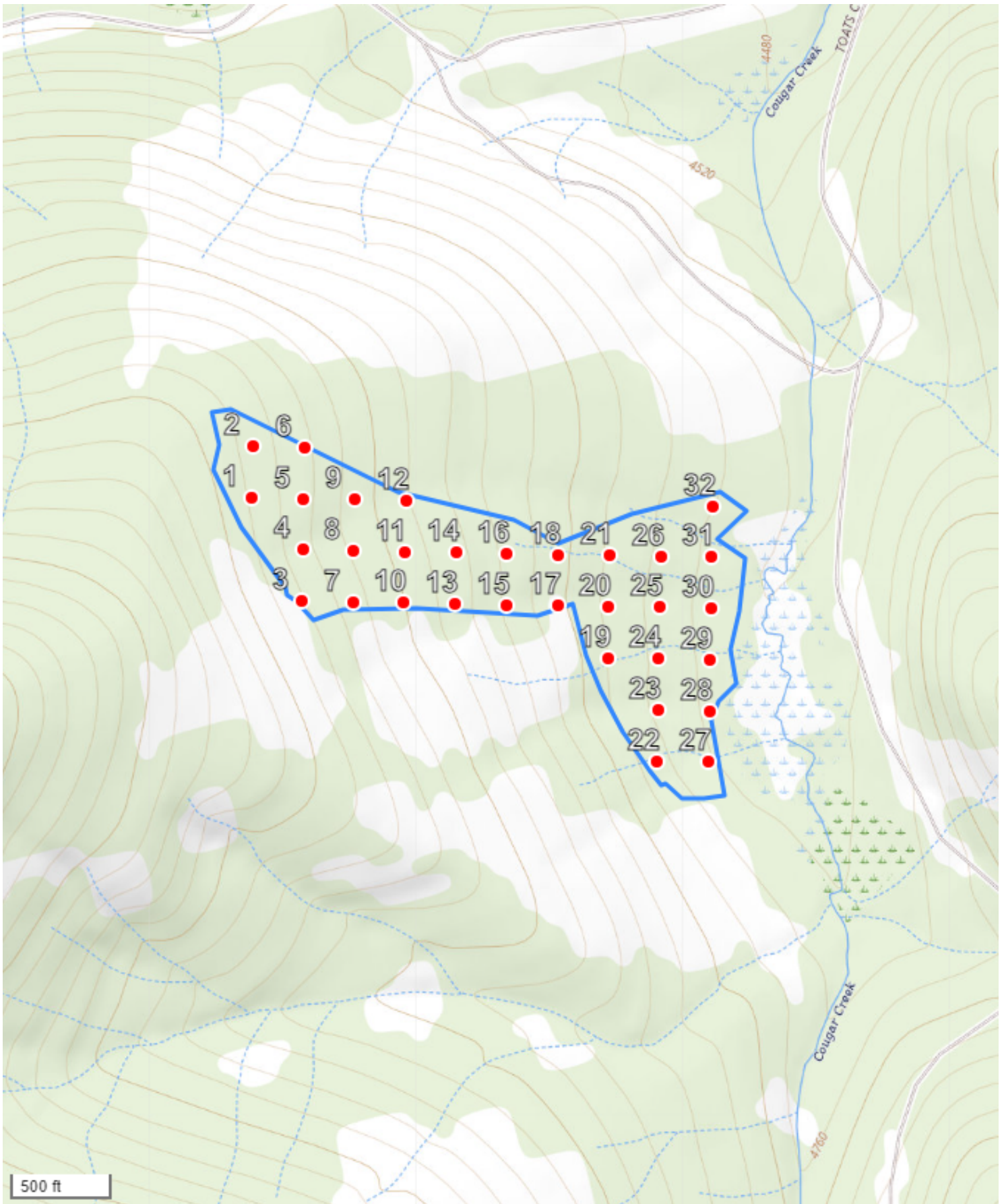
FMA Name: Q PORTRAIT U3	N Plots: 7	Plot Spacing: 242 ft
Grid Name: Q PORTRAIT U3 - 1	Acres Treated: 10.6	Main Azimuth: 37 deg



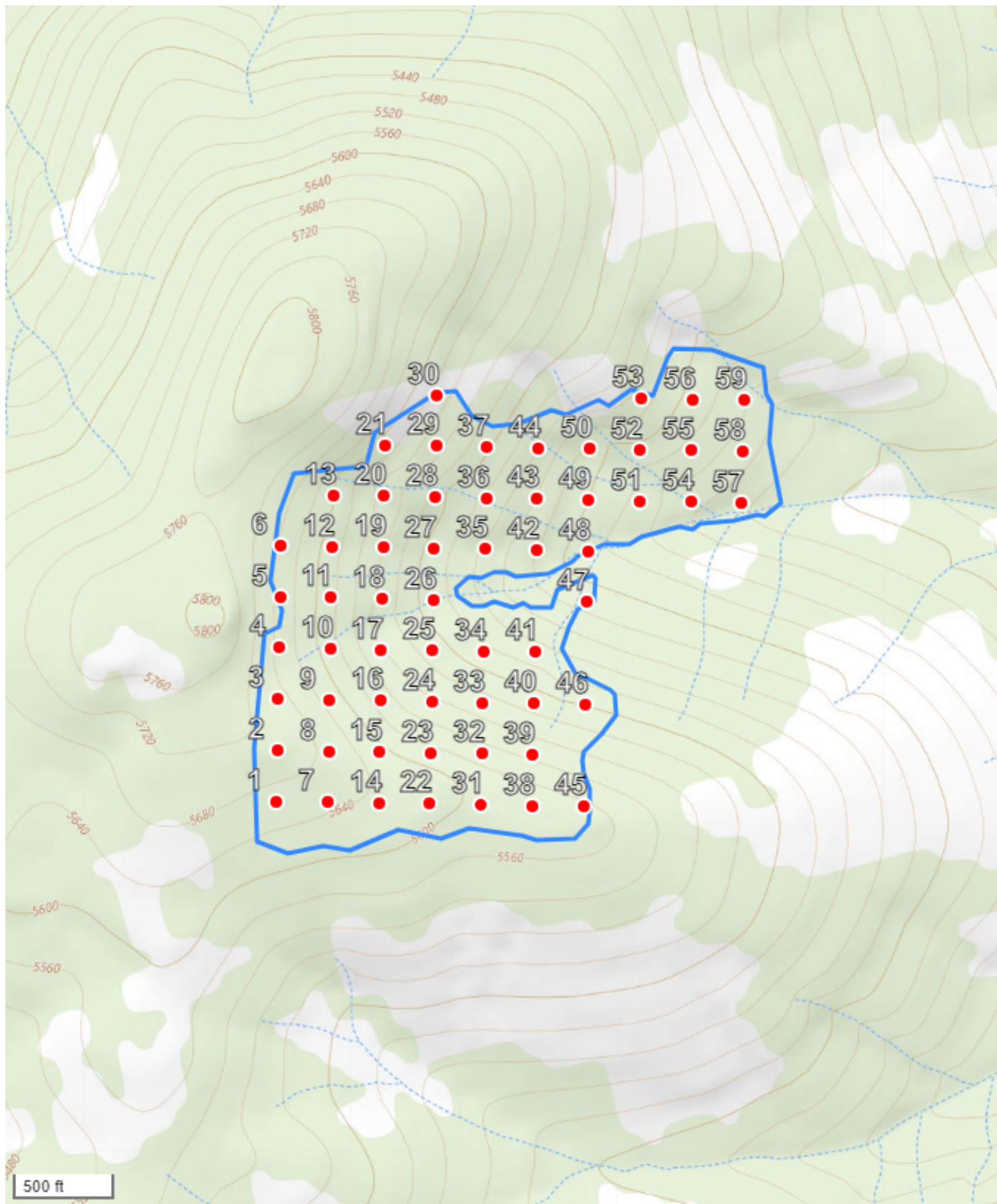
FMA Name: Q PORTRAIT U4	N Plots: 9	Plot Spacing: 248.6 ft
Grid Name: Q PORTRAIT U4 - 1	Acres Treated: 14.2	Main Azimuth: 37 deg



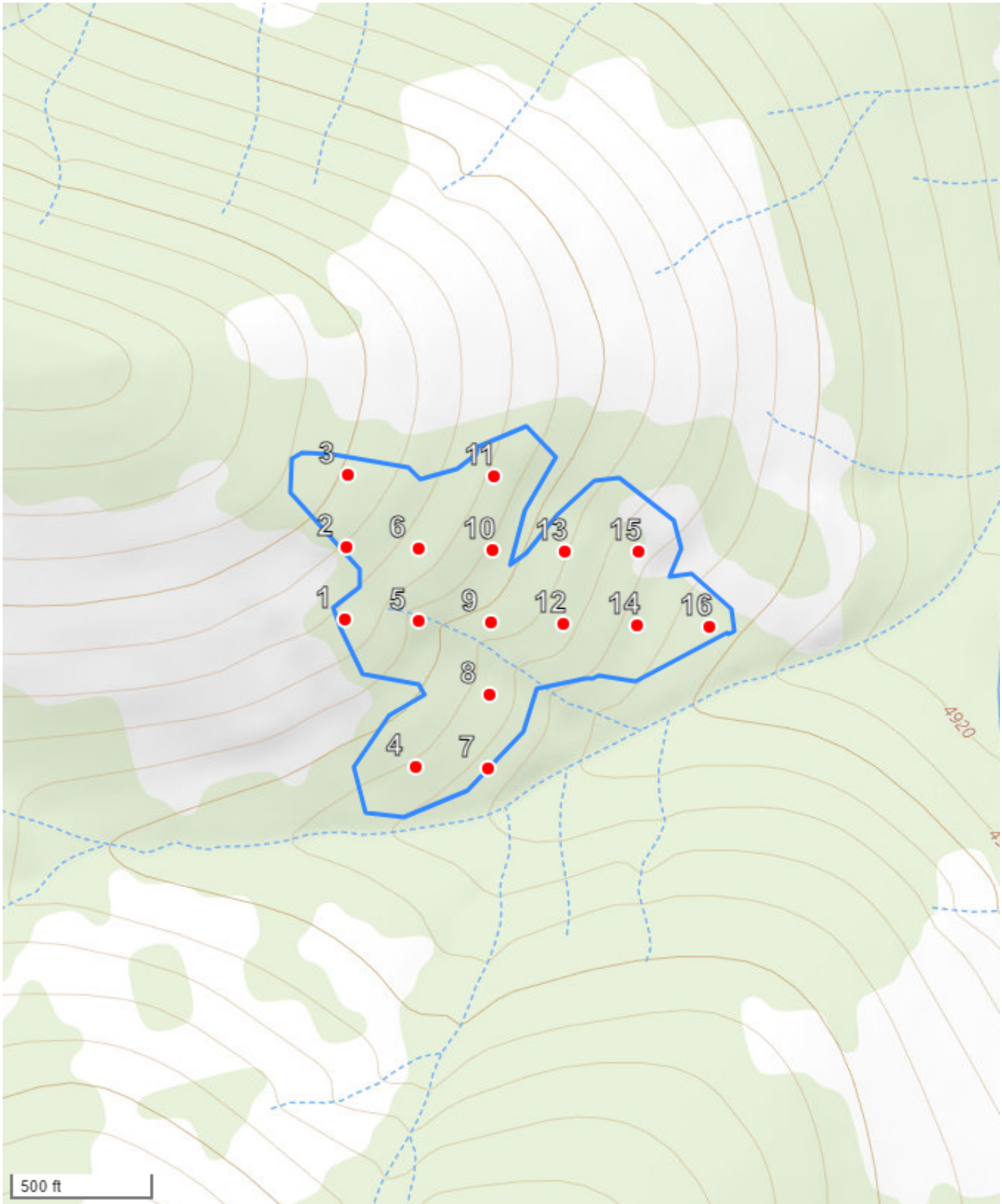
FMA Name: Q PORTRAIT U5	N Plots: 11	Plot Spacing: 249.2 ft
Grid Name: Q PORTRAIT U5 - 1	Acres Treated: 16.7	Main Azimuth: 1 deg



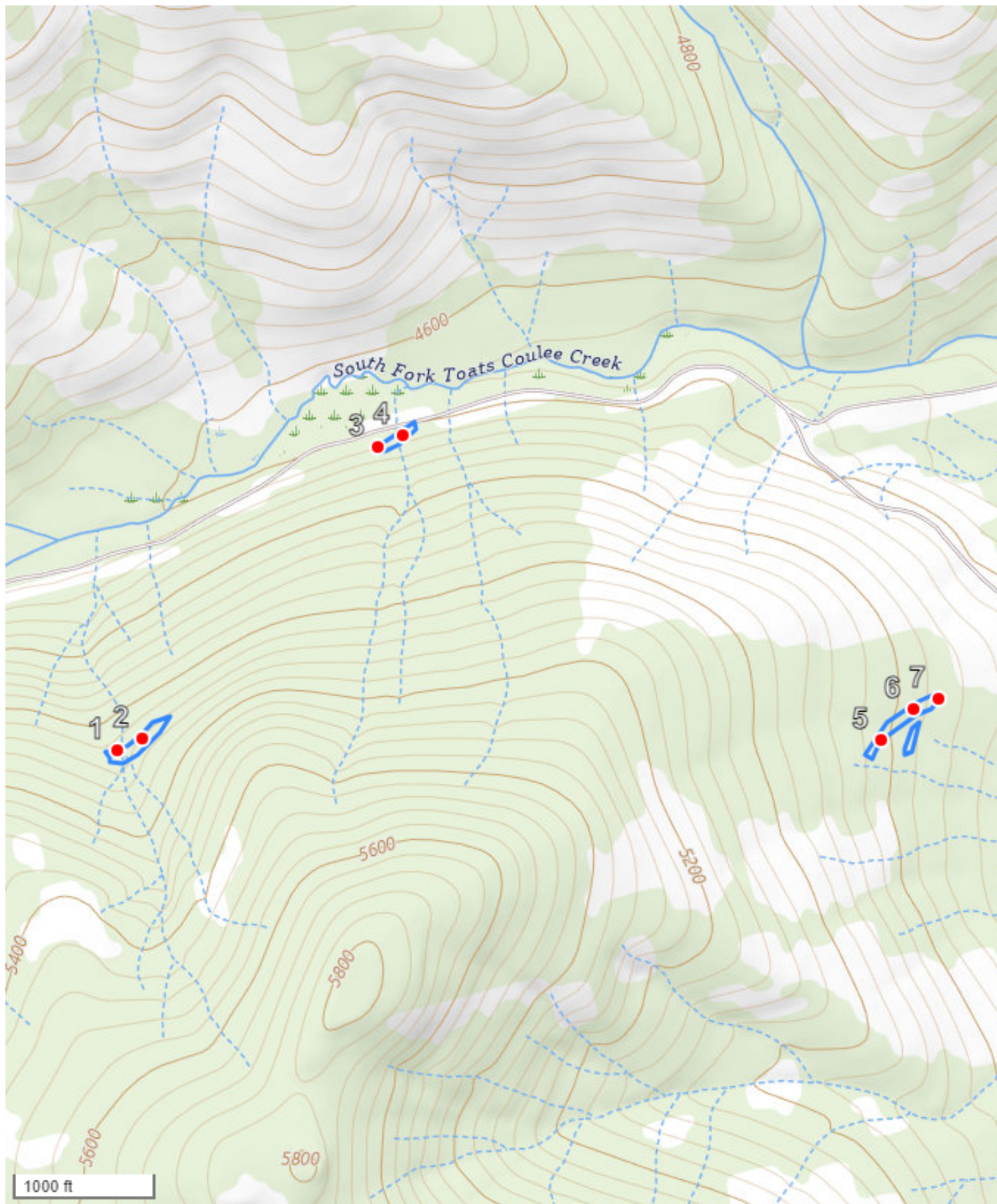
FMA Name: Q PORTRAIT U6	N Plots: 32	Plot Spacing: 253.1 ft
Grid Name: Q PORTRAIT U6 - 1	Acres Treated: 42	Main Azimuth: 1 deg



FMA Name: Q PORTRAIT U7	N Plots: 59	Plot Spacing: 253.1 ft
Grid Name: Q PORTRAIT U7 - 1	Acres Treated: 88	Main Azimuth: 1 deg



FMA Name: Q PORTRAIT U8	N Plots: 16	Plot Spacing: 254.6 ft
Grid Name: Q PORTRAIT U8 - 1	Acres Treated: 25.8	Main Azimuth: 1 deg



FMA Name: Q PORTRAIT ROW	N Plots: 7	Plot Spacing: 138.5 ft
Grid Name: Q PORTRAIT ROW - 1	Acres Treated: 2.65	Main Azimuth: 20.5 deg

PRE-CRUISE NARRATIVE

Sale Name: Q Portrait	Region: Northeast
Agreement #: 106261	District: Highlands
Contact Forester: Chelsea Schaefer Phone / Location: 5096400550	County(s): Choose a county, Okanogan
Alternate Contact: Matt Smith Phone / Location: 5099957698	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	100%
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	T38N R24E S18		55.9		1.3	1.3		53.3	GPS (Garmin)
2	T38N R24E S7		99.4			1.0		98.4	GPS (Garmin)
3	T38N R23E S12		10.7		.1			10.6	GPS (Garmin)
4	T38N R24E S6, S7		14.2					14.2	GPS (Garmin)
5	T38N R24E S6		16.7					16.7	GPS (Garmin)
6	T38N R24E S5, S8		42.5			.5		42	GPS (Garmin)
7	T38N R24E S7, S8		88.5			.5		88	GPS (Garmin)
8	T38N R24E S8		26.3			.5		25.8	GPS (Garmin)
ROW	T38N R24E S		2.0					2.0	GPS (Garmin)
TOTAL ACRES			356.2		1.4	3.8		351	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave tree areas bound are in yellow tags. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre
2	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre
3	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave tree areas bound are in yellow tags. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre
4	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre
5	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre
6	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre
7	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre
8	Boundaries marked with white "Timber Sale Boundary" tags, orange/pink flashers, and pink flagging. Leave trees painted in purple; remove all trees unmarked while leaving 2 of the largest snags per acre.		Minimum 13 trees per acre

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF/LP- 326 MBF	Access from South Fork Toats Coulee Rd. Can also be accessed via Portrait Ridge Rd from SF Toats Coulee from the SW gate drive 1,345 feet to access the unit.	Region provided maps
2	DF/LP- 542 MBF	Access from E382418H road off SF Toats Coulee. Drive 850ft on road 07F to access the unit.	Region provided maps
3	DF/LP- 70 MBF	Access from SF Toats Coulee Road. It is about a mile past the Hilltop Rd gate.	Region provided maps
4	DF/LP- 101 MBF	Access from E382418H road off SF Toats Coulee. Drive for 1.2 miles to access the unit.	Region provided maps
5	DF/LP- 129 MBF	Access from SF Toats Coulee Rd. This unit can be access one mile from the Cougar Creek and SF Toats Coulee turnoff.	Region provided maps
6	DF/ES- 303 MBF	Access from E382405K road off SF Toats Coulee Rd. Drive for 2,000 feet to access the unit.	Region provided maps
7	DF/ES- 874 MBF	Access from E382408L road off E382405K road. Drive for 1.3 miles on the 05K road to access the 08L road. Then, drive for 1.2 miles to reach the middle of the unit.	Region provided maps
8	DF/ES- 200 MBF	Access from the E392409E road off E382405K road. Drive for 1.2 miles then the road turns to the 09E road. Drive for another 1,000 feet to access the unit.	Region provided maps
TOTAL MBF	2,545 MBF		

REMARKS:

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Prepared By: Chelsea Schaefer Date:	Title: Forester	CC:
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Forest Practices Application/Notification Notice of Decision

FPA/N No: 3026986

Effective Date: 05/01/2024

Expiration Date: 05/01/2027

Shut Down Zone: 678W

EARR Tax Credit: Eligible Non-eligible

Reference: 5,6,7,8,18-38-24/12-38-23

Q Portrait

Decision

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

FPA/N Classification

- Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

- 4 years 5 years

Conditions on Approval/Reasons for Disapproval

Approved with no conditions

Issued By: Kyle Buckmiller

Region: Northeast

Title: Forest Practices Forester

Date: 05/01/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: *[Signature]*

Date: 5/1/24

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Northeast Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical & Mailing Address</u> 225 S. Silke Road Colville, WA 99114

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

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I, _____, caused the Notice of Decision for FPA/N No. 3026986 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

_____ Colville, WA _____
 (Date) (City & State where signed) (Signature)

Washington State Department of Natural Resources

Sale Name: Portrait

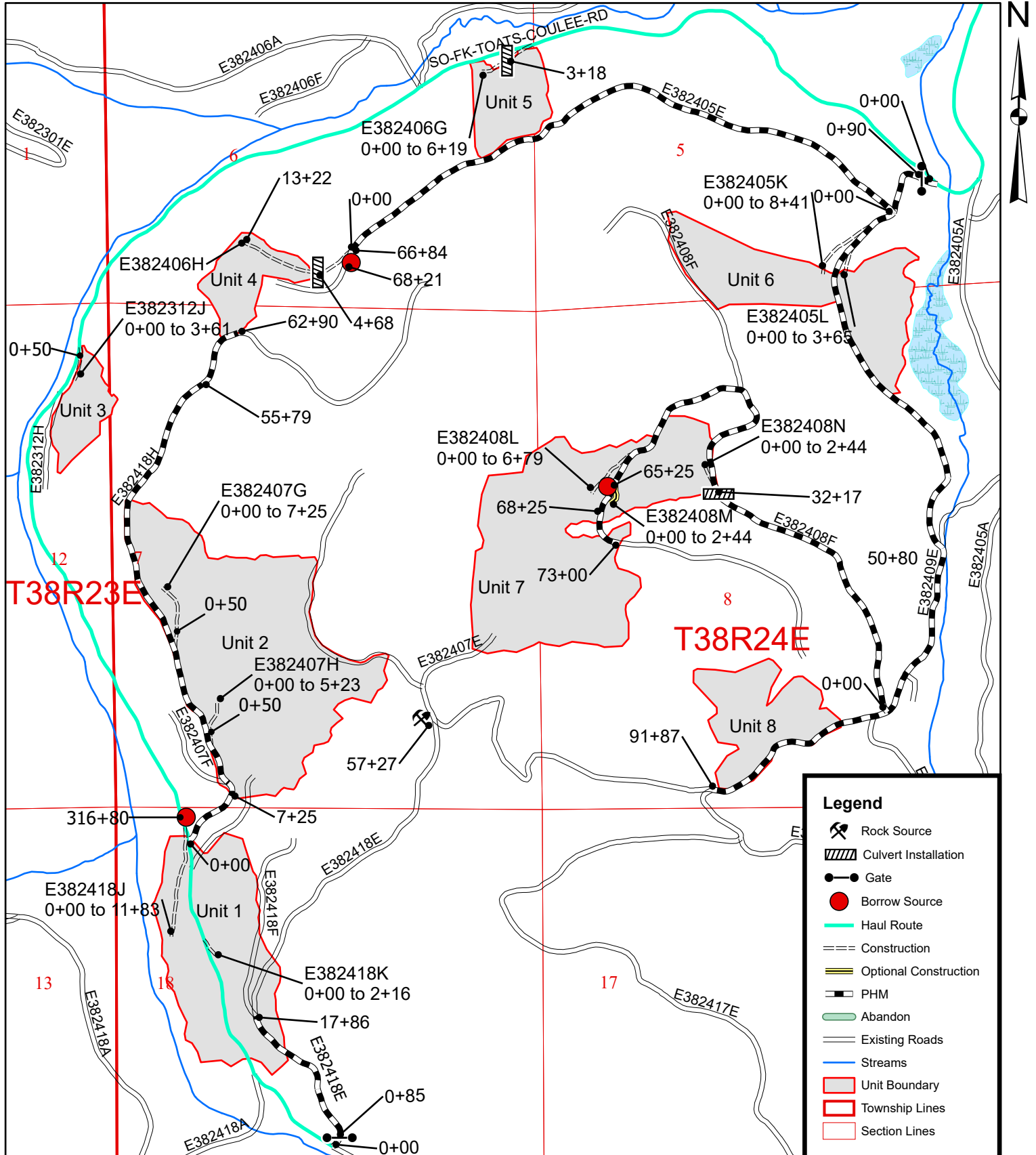
Road Plan Map

Region: Northeast

Agreement No: 30-106261

Page 1 of 4

County: Okanogan



0 0.13 0.25 0.5 0.75 1 Miles

1"=1375'

Colin Rojas

12/8/2023

Washington State Department of Natural Resources

Sale Name: Portrait

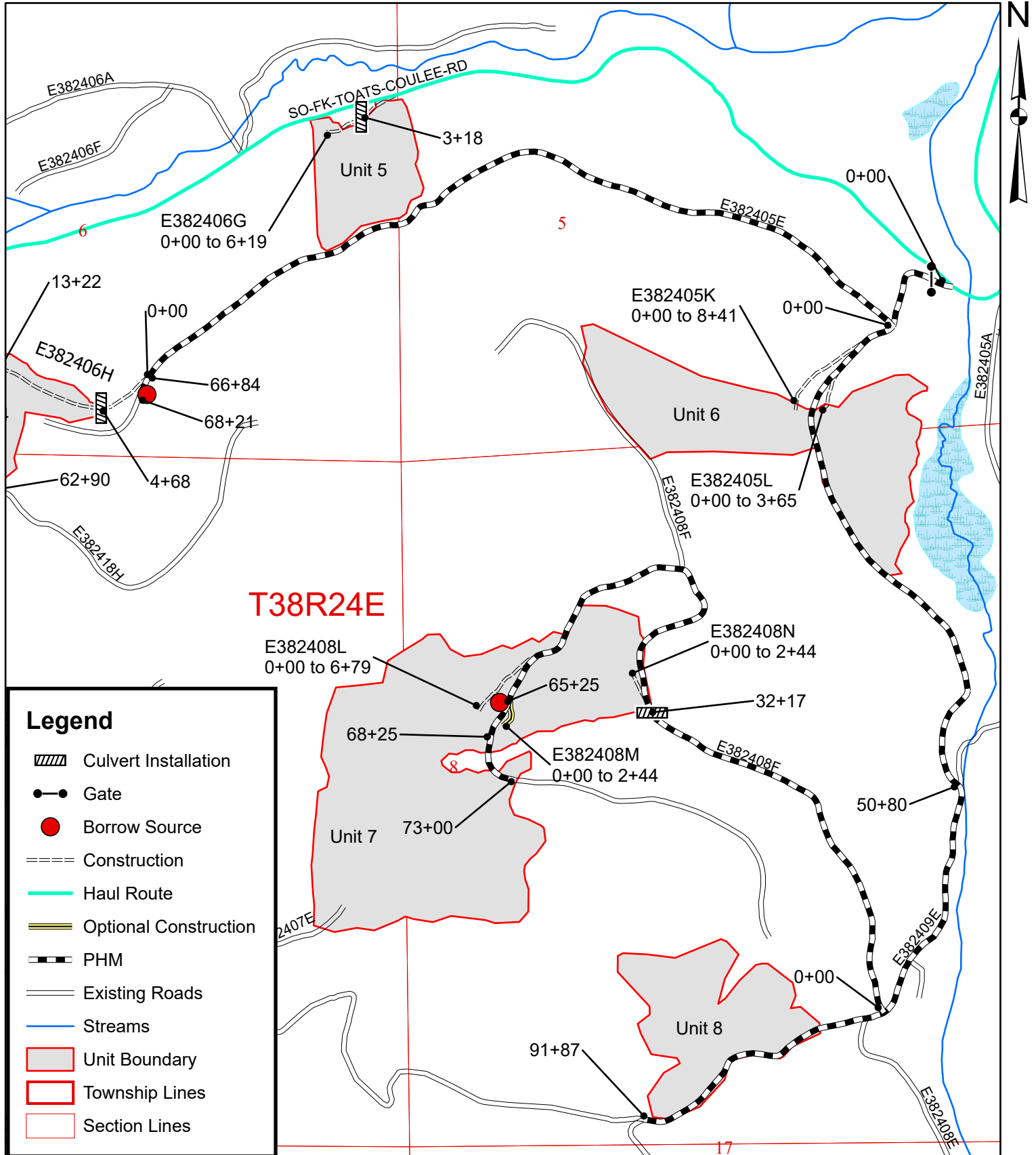
Road Plan Map

Region: Northeast

Agreement No: 30-106261

Page 2 of 4

County: Okanogan



Legend

- Culvert Installation
- Gate
- Borrow Source
- Construction
- Haul Route
- Optional Construction
- PHM
- Existing Roads
- Streams
- Unit Boundary
- Township Lines
- Section Lines

Washington State Department of Natural Resources

Sale Name: Portrait

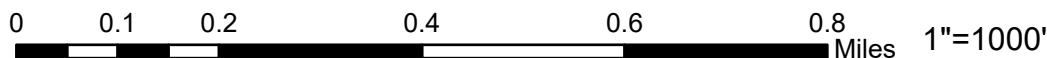
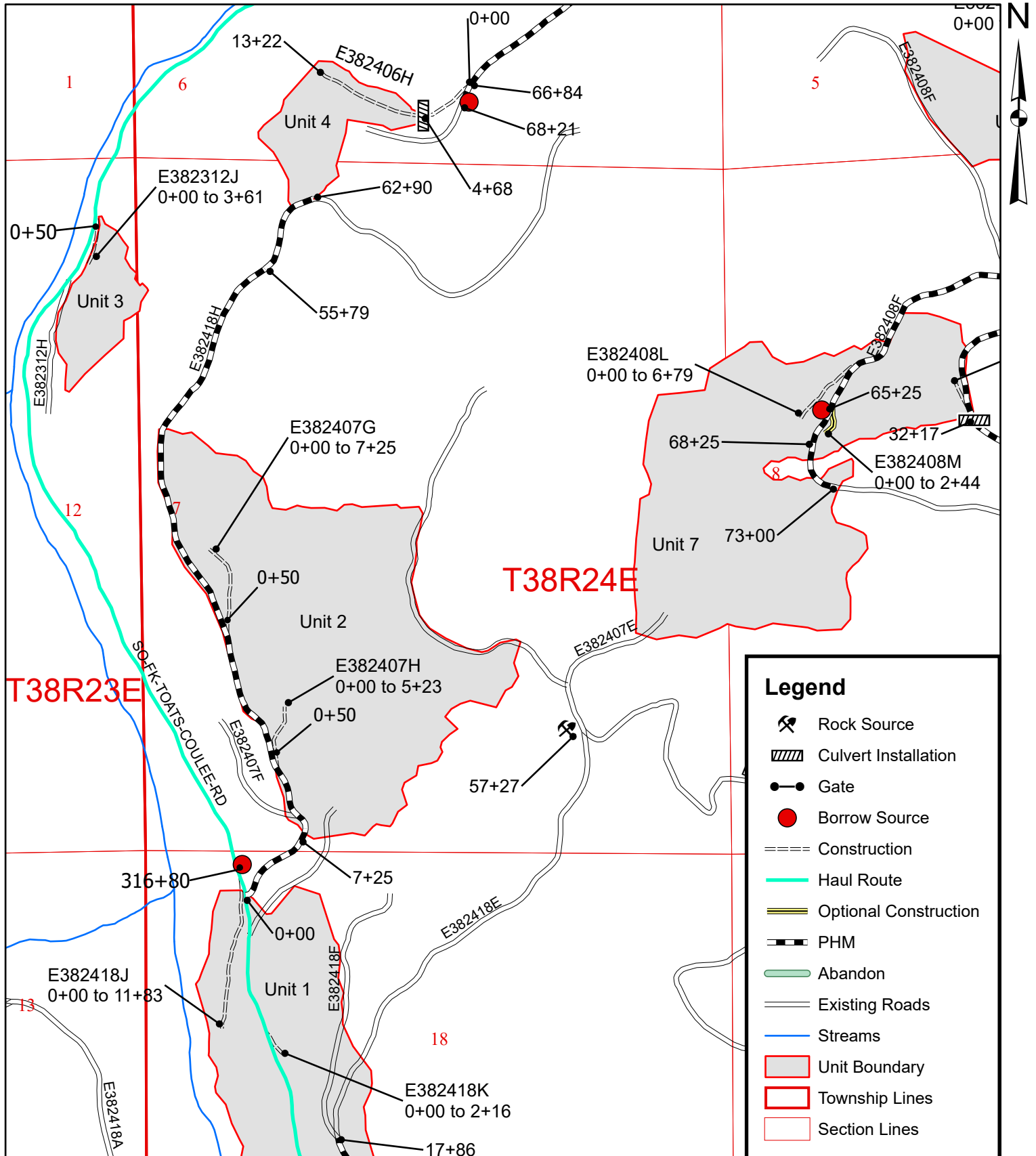
Road Plan Map

Region: Northeast

Agreement No: 30-106261

Page 3 of 4

County: Okanogan



Washington State Department of Natural Resources

Sale Name: Portrait

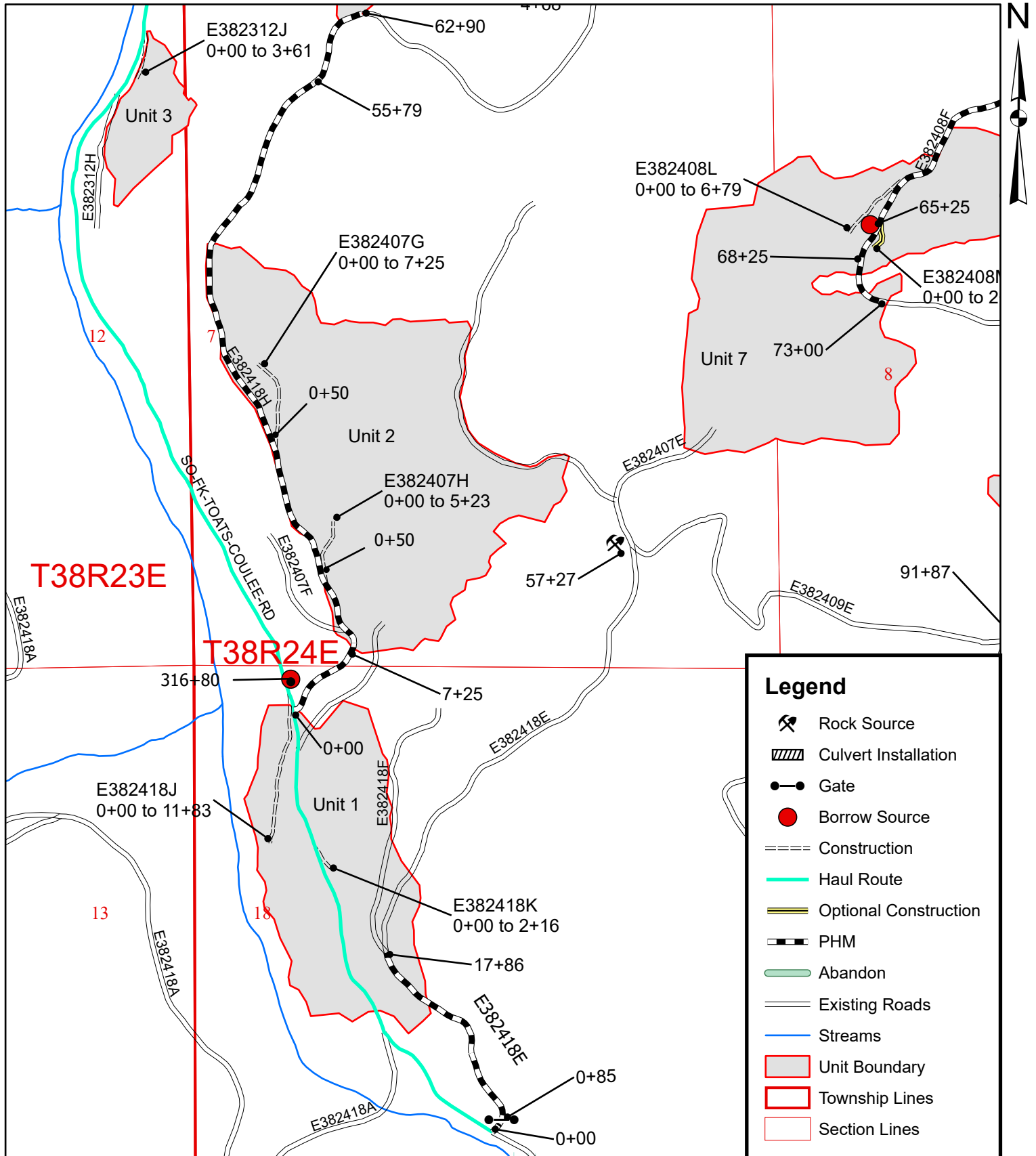
Road Plan Map

Region: Northeast

Agreement No: 30-106261

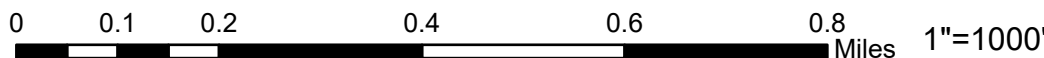
Page 4 of 4

County: Okanogan



Legend

- Rock Source
- Culvert Installation
- Gate
- Borrow Source
- Construction
- Haul Route
- Optional Construction
- PHM
- Abandon
- Existing Roads
- Streams
- Unit Boundary
- Township Lines
- Section Lines



Colin Rojas 12/8/2023

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

PORTRAIT TIMBER SALE ROAD PLAN
OKANOGAN COUNTY
HIGHLANDS DISTRICT
NORTHEAST REGION

AGREEMENT NO.: 30-106261

STAFF ENGINEER: COLIN ROJAS

DATE: 12/8/2023

DRAWN & COMPILED BY: COLIN ROJAS

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E382312J	3.61	Construction
E382405E	66.84	Pre Haul Maintenance
E382405K	8.41	Construction
E382405L	3.65	Construction
E382406G	6.19	Construction
E382406H	13.22	Construction
E382407G	7.25	Construction
E382407H	5.23	Construction
E382408F	73.00	Pre Haul Maintenance
E382408L	6.79	Construction
E382408M	2.44	Construction
E382408N	2.44	Construction
E382409E	91.87	Pre Haul Maintenance
E382418E	17.86	Pre Haul Maintenance
E382418H	62.90	Pre Haul Maintenance
E382418J	11.83	Construction
E382418K	2.16	Construction

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E382312J	0+00 to 3+61	See sections 3, 4, and 5
E382405K	0+00 to 8+41	See sections 3, 4, and 5
E382405L	0+00 to 3+65	See sections 3, 4, and 5
E382406G	0+00 to 6+19	See sections 3, 4, and 5
E382406H	0+00 to 13+22	See sections 3, 4, and 5
E382407G	0+00 to 7+25	See sections 3, 4, and 5
E382407H	0+00 to 5+23	See sections 3, 4, and 5
E382408L	0+00 to 6+79	See sections 3, 4, and 5
E382408M	0+00 to 2+44	See sections 3, 4, and 5
E382408N	0+00 to 2+44	See sections 3, 4, and 5
E382418J	0+00 to 11+83	See sections 3, 4, and 5
E382418K	0+00 to 2+16	See sections 3, 4, and 5

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E382405E	0+00 to 66+84	Brushing, Grubbing, Grading, Road Widening
E382408F	0+00 to 73+00	Brushing, Grubbing, Grading, Culvert Installation, rocking road
E382409E	0+00 to 91+87	Brushing, Grubbing, Grading
E382418E	0+00 to 17+86	Brushing, Grubbing, Grading
E382418H	0+00 to 62+90	Brushing, Grubbing, Grading

0-7 POST-HAUL MAINTENANCE

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE9-5 .

0-9 DECOMMISSIONING

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

Purchaser shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET. These tolerances do not supersede clauses 1-6, 4-3, and 4-4.

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-7 TEMPORARY ROAD CLOSURE

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

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

1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction
- Drainage installation
- Subgrade compaction

1-25 ACTIVITY TIMING RESTRICTION

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

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

March 15th - June 1st

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTIONS, the Purchaser shall provide a maintenance plan to include further protection of state resources. The Contract Administrator must approve the maintenance plan, in writing, before operation in the closure period. The Purchaser shall be required to maintain all haul roads at their own expense.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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.

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

A grader shall be used to shape existing surfaces.

2-6 CLEANING CULVERTS

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

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

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

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

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

3-2 BRUSHING RESTRICTION

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

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

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

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

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

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

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

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

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

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the clearing limits or in natural openings unless otherwise directed by the Contract Administrator. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

3-30 EXCLUSION OF DOZER BLADES

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

3-31 PILING

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

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

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

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

4-4 SWITCHBACK STANDARDS

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

- Adverse grades on switchbacks shall not exceed 10%.
- Favorable grades through switchbacks shall not exceed 12%.
- Transition grades entering and leaving switchbacks shall not exceed a 5% grade change.

Transition grades required to meet switchback grade limitations shall be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

Purchaser shall apply embankment widening equally to both sides of the road to achieve the required width.

4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

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

<u>Road</u>	<u>Stations</u>
E382312J	0+00 to 0+75
E382405K	0+00 to 0+75
E382405L	0+00 to 0+75
E382406G	0+00 to 0+75
E382406H	0+00 to 0+75
E382407G	0+00 to 0+75
E382407H	0+00 to 0+75
E382408L	0+00 to 0+75
E382408M	0+00 to 0+75
E382408N	0+00 to 0+75
E382418J	0+00 to 0+75
E382418K	0+00 to 0+75

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Waste material may be side cast on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all excavation shall be end hauled or pushed to designated embankment sites and waste areas.

4-37 WASTE AREA LOCATION

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

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

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

4-46 COMMON BORROW

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

4-49 BORROW SOURCE

Purchaser shall obtain borrow material from the listed borrow. Development of the borrow source must be in accordance with Section 4-5 CUT SLOPE RATIO.

<u>Road</u>	<u>Station</u>	<u>Type</u>
E352405E	68+21	Common Borrow
E382408F	65+25	Common Borrow
SF Toats Coulee	316+80	Common Borrow

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

4-62 DRY WEATHER COMPACTION

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

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

5-5 CULVERTS

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

5-15 CULVERT INSTALLATION

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

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

5-20 ENERGY DISSIPATERS

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

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

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

5-30 DRIVABLE WATERBAR CONSTRUCTION

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

5-31 ROLLING DIP CONSTRUCTION

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

5-33 NATIVE SURFACE ROADS

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

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

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

<u>Road</u>	<u>Station</u>	<u>Rock Type</u>
E382418E	57+27	1 ¼"

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-21 IN-PLACE PROCESSING

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

6-22 FRACTURE REQUIREMENT FOR ROCK

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

6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	5%

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

6-50 LIGHT LOOSE RIP RAP

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

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

6-51 HEAVY LOOSE RIP RAP

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

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-76 DRY WEATHER ROCK COMPACTION

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

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement.

7-57 CULVERT SHAPE CONTROL

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

7-70 GATE CLOSURE

On the following road(s), Purchaser shall keep gates closed and locked except during periods of haul.

<u>Road</u>	<u>Station</u>	<u>Comment</u>
E382409E	0+90	Steel Gate
E382418E	0+85	Steel Gate

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
E382312J	3.61	Post Haul Grading, and refer to FARMS Specifications
E382405E	66.84	Post Haul Grading, and refer to FARMS Specifications
E382405K	8.41	Post Haul Grading, and refer to FARMS Specifications
E382405L	3.65	Post Haul Grading, and refer to FARMS Specifications
E382406H	13.22	Post Haul Grading, and refer to FARMS Specifications
E382407G	7.25	Post Haul Grading, and refer to FARMS Specifications
E382407H	5.23	Post Haul Grading, and refer to FARMS Specifications
E382408F	73.00	Post Haul Grading, and refer to FARMS Specifications
E382408L	6.79	Post Haul Grading, and refer to FARMS Specifications
E382408M	2.44	Post Haul Grading, and refer to FARMS Specifications
E382408N	2.44	Post Haul Grading, and refer to FARMS Specifications
E382409E	91.87	Post Haul Grading, and refer to FARMS Specifications
E382418E	17.86	Post Haul Grading, and refer to FARMS Specifications
E382418H	62.90	Post Haul Grading, and refer to FARMS Specifications
E382418J	11.83	Post Haul Grading, and refer to FARMS Specifications
E382418K	2.16	Post Haul Grading, and refer to FARMS Specifications

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

Landing embankments shall be sloped to original construction specifications.

9-20 ROAD DECOMMISSIONING

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E382312J	0+00 to 3+61	Light Decommissioning & Barricade
E382405K	0+00 to 8+41	Light Decommissioning
E382405L	0+00 to 3+65	Light Decommissioning
E382406H	0+00 to 13+22	Light Decommissioning
E382407G	0+00 to 7+25	Light Decommissioning & Barricade
E382407H	0+00 to 5+23	Light Decommissioning & Barricade
E382408L	0+00 to 6+79	Light Decommissioning
E382408M	0+00 to 2+44	Light Decommissioning
E382408N	0+00 to 2+44	Light Decommissioning
E382418J	0+00 to 11+83	Light Decommissioning
E382418K	0+00 to 2+16	Light Decommissioning

All Barricades are to be placed at station 0+50 as shown in the attached maps for the listed roads above.

9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads before the termination of this contract Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Type</u>	<u>Date</u>
E382406G	0+00 to 6+19	Light Abandonment	After Use

9-22 LIGHT DECOMMISSIONING

- Remove road shoulder berms except as directed.
- Construct drivable waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 200 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL for select roads indicated in section 9-20.

9-23 LIGHT ABANDONMENT

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 200 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Remove culvert.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-21 METAL BAND

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

10-24 GAUGE AND CORRUGATION

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

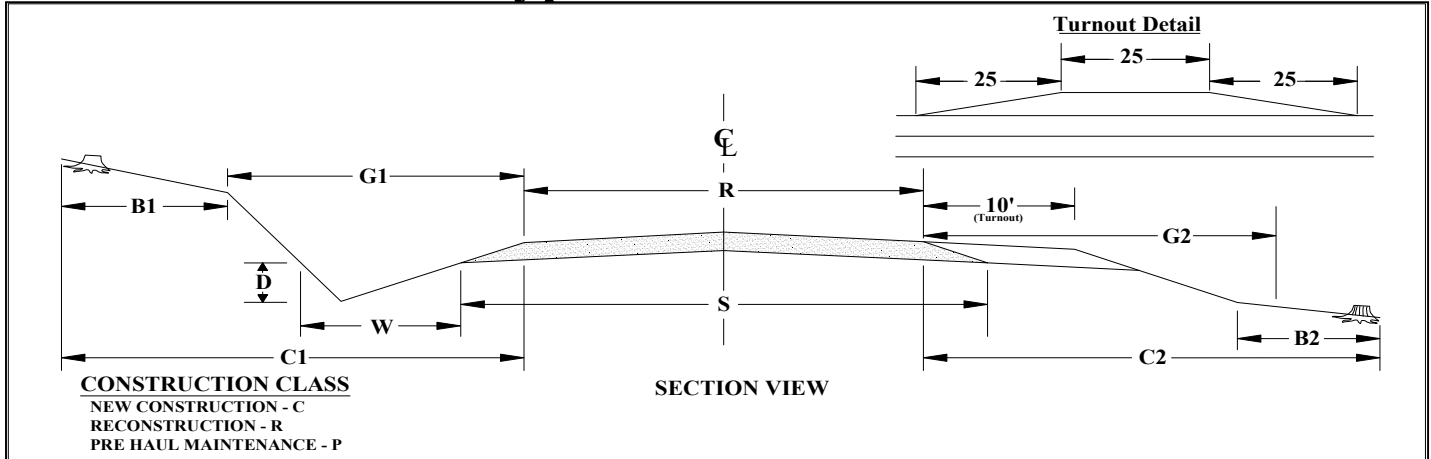
<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 48"	14 (0.079")	2 2/3" X 1/2"
54" to 96"	12 (0.109")	3" X 1"

State of Washington
Department of Natural Resources

Application No. : 30-106261

Name of Sale: Portrait

Typical Section Sheet



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	INSLOPE "/>10'	OUTSLOPE "/>10'	CROWN " AT CL	DITCH WIDTH (W)	DITCH DEPTH (D)	DITCH 2 SIDES			GRUBBING CUT BANK (G)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (B)	ROAD FILL CLEARING (B)	R/W CUT CLEARING (C1)	R/W FILL CLEARING (C2)
E382312J	0+00	3+61	C				4									6	6		
E382405E	0+00	66+84	P											3	3			6	6
E382405K	0+00	8+41	C				4									6	6		
E382405L	0+00	3+65	C				4									6	6		
E382406G	0+00	6+19	C				4									6	6		
E382406H	0+00	13+22	C				4									6	6		
E382407G	0+00	7+25	C				4									6	6		
E382407H	0+00	5+23	C				4									6	6		
E382408F	0+00	73+00	P											3	3			6	6
E382408L	0+00	6+79	C				4									6	6		
E382408M	0+00	2+44	C				4									6	6		
E382408N	0+00	2+44	C				4									6	6		
E382409E	0+00	91+87	P											3	3			6	6
E382418E	0+00	17+86	P											3	3			6	6
E382418H	0+00	62+90	P											3	3			6	6
E382418J	0+00	11+83	C				4									6	6		
E382418K	0+00	2+16	C				4									6	6		

Date: 12-08-2023

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Structures

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

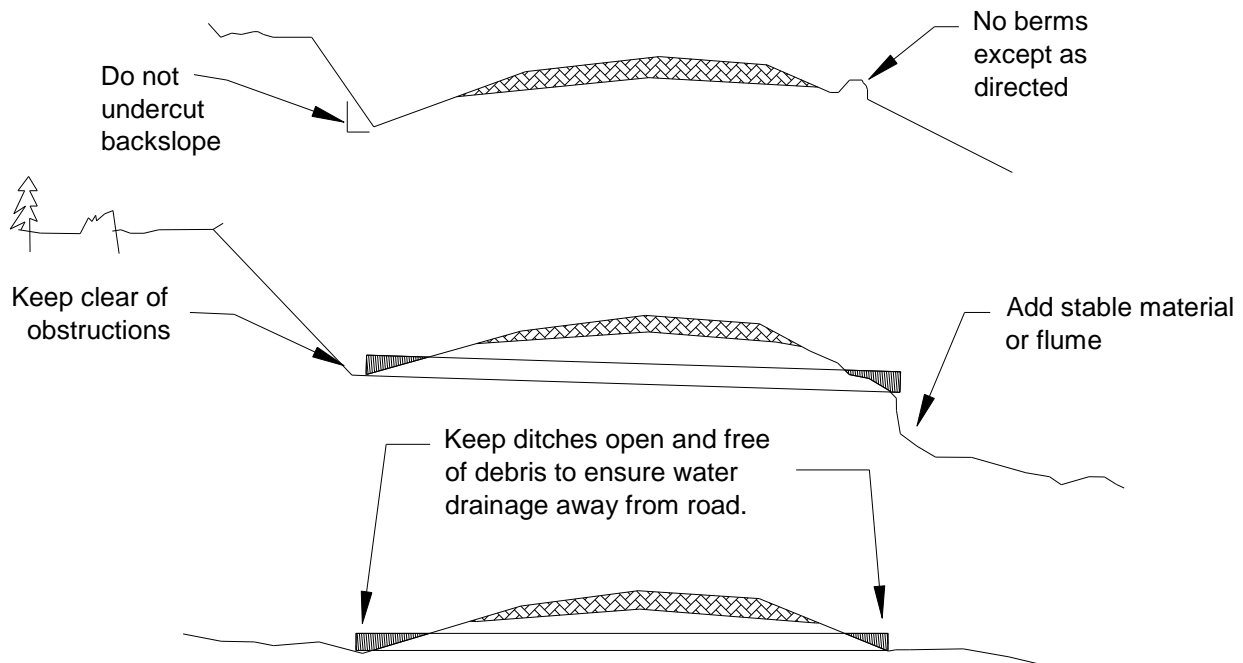
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

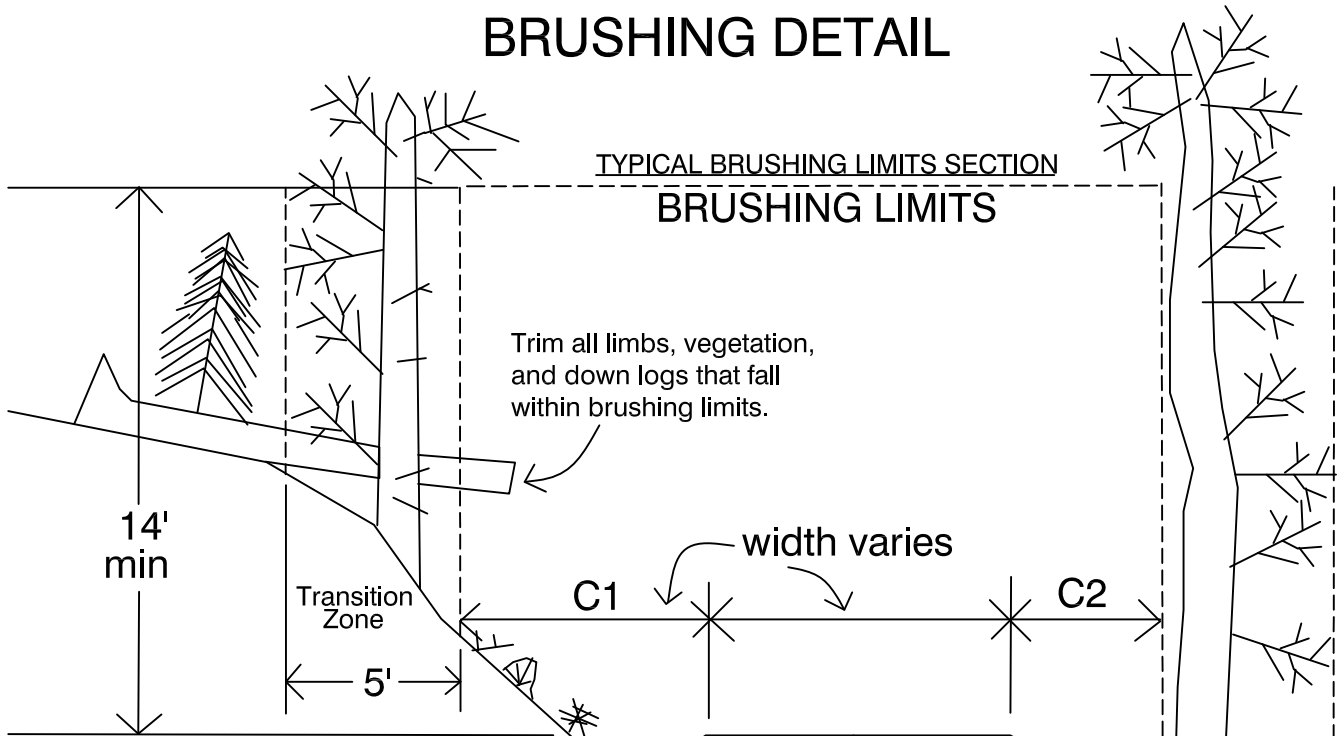
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



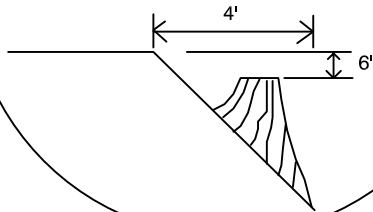
BRUSHING DETAIL



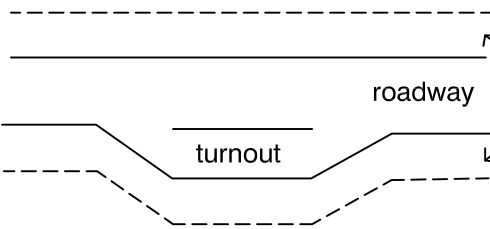
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem

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

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



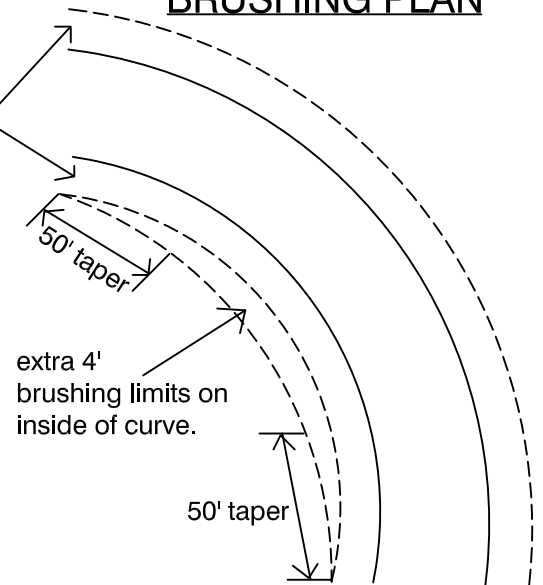
CURVE BRUSHING PLAN



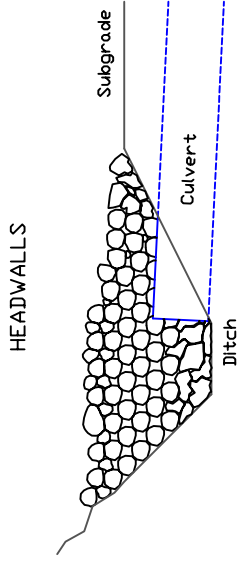
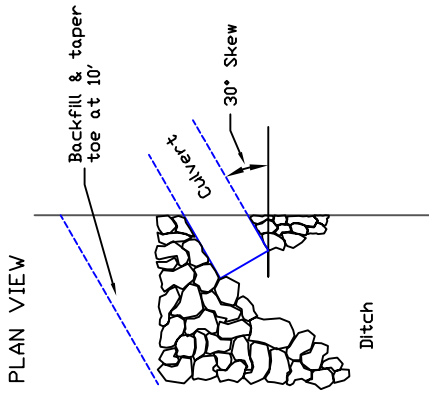
TURNOUT BRUSHING PLAN

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

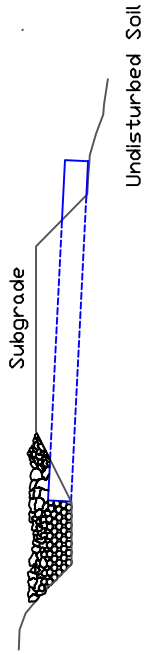
Brushing limits as shown on typical section



CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1

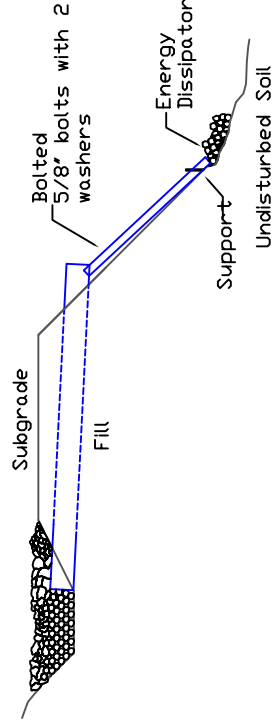


Headwall to be constructed of material that will resist erosion



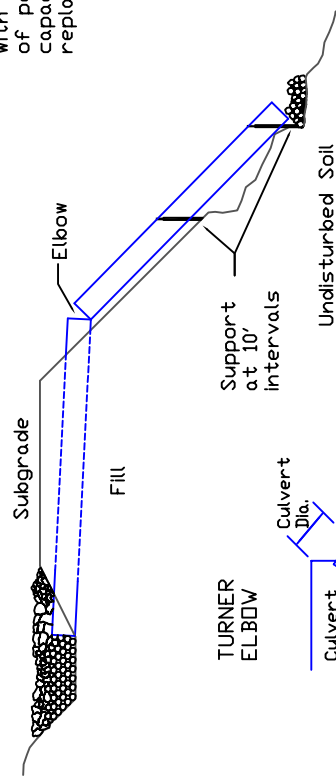
FLUME

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



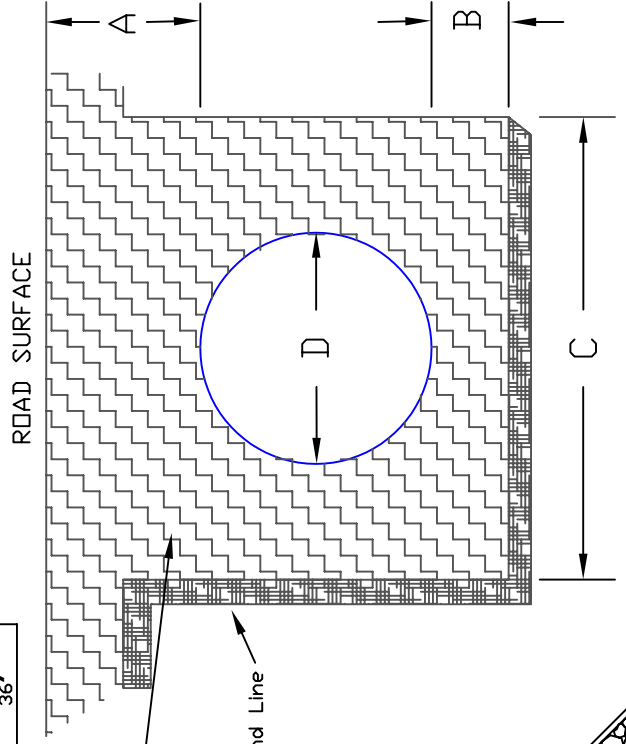
DOWNSPOUT

Use where ground conditions are irregular.



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

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

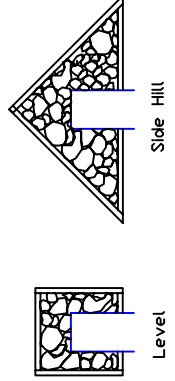


BEDDING MATERIAL:

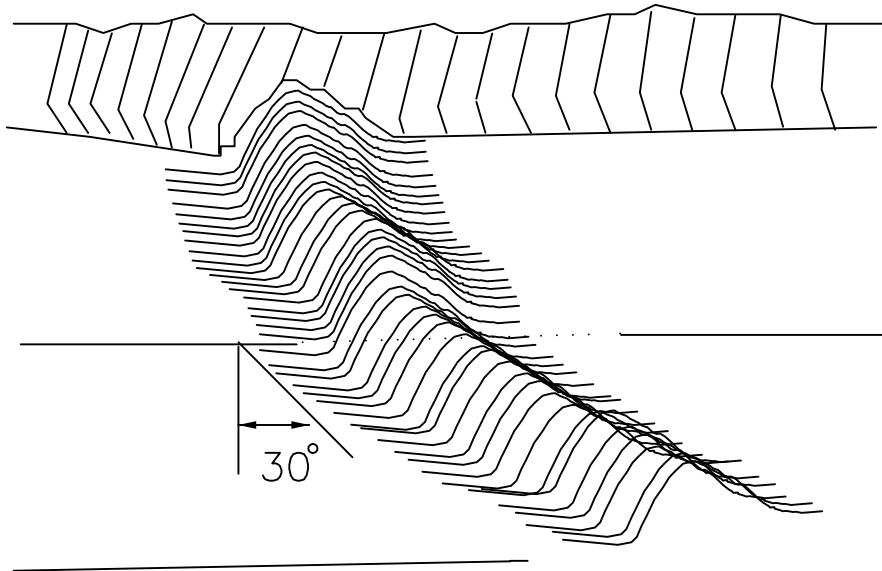
Use granular material - 3' minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.

DISSIPATOR SPEC'S

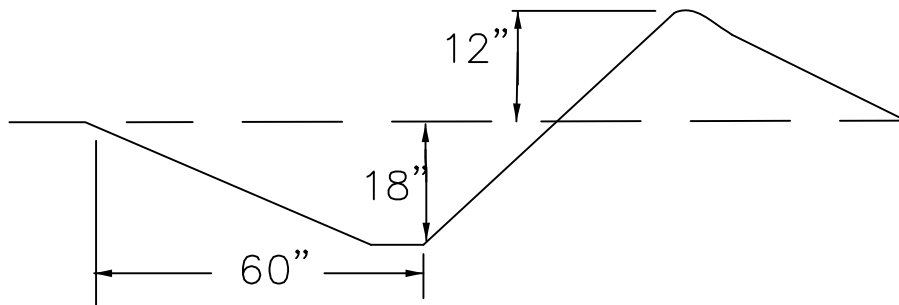
Size in Culvert Diameters
Area 2 X 2
Depth 1
Aggregate 1/3



Top View

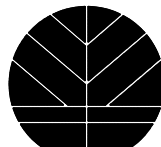


Side View



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

Driveable Waterbar Detail



WASHINGTON STATE DEPARTMENT OF
Natural Resources

Northeast Region
Colville, Washington

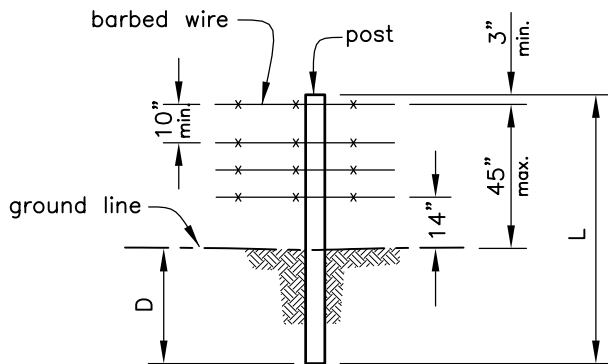
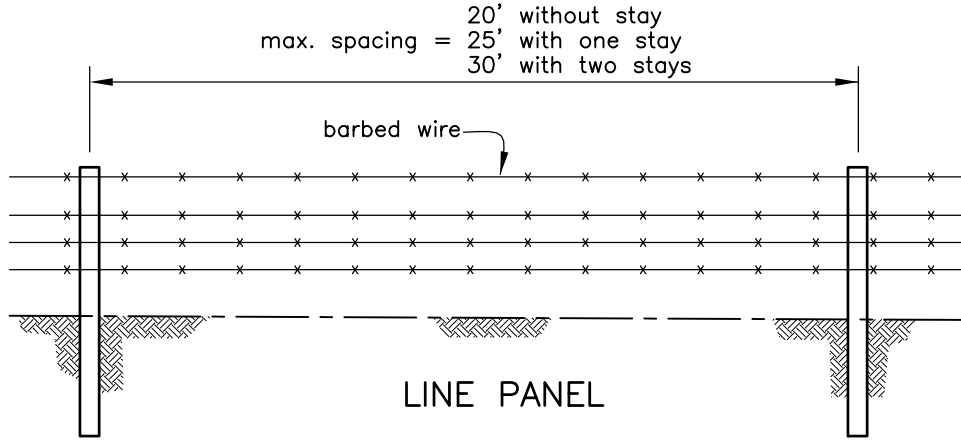
Designed By: Stash Slabinski 9/06/05

Drawn By: Stash Slabinski 9/06/05

Revised:

1 OF 1

4 STRAND STANDARD POST AND WIRE FENCE



BARBED WIRE 12 1/2 gauge conventional or 15 1/2 gauge high-tension

2 twisted strands with 14 gauge or heavier two-point barbs on approx. 5 inch centers.

Class 1 (min. or equiv.) zinc-coating as per ASTM A-121.

BARBED WIRE DETAIL

LINE	Plastic:	L = 6 ft. min. D = 24 in. min. Dia. = 3-3/8 in. min.	Fiberglass:	L = 6 ft. min. D = 24 in. min. Dia. = 1-1/4 in. min.
	Wood:	L = 6 ft. min. D = 24 in. min. Dia. = 3 in. min.	Steel:	L = 5-1/2 ft. min. D = 18 in. min. Standard "T" or "U"; > 1.25 lbs/ft of length
CORNER OR GATE	Wood:	L = 7 ft. min. D = 3 ft. min. Dia. = 5 in. min.	Steel:	L = 7 ft. min. D = 3 ft. min. (set in conc.) Dia. = Round 2-3/8 in. O.D. or Angle iron 2-1/2 x 2-1/2 x 1/4 (in.)
	STAYS	Wood: 1-1/2 in. dia. min. of durable wood Fiberglass: Any manufactured for this purpose Wire: 9 1/2 gauge, zinc coated, twisted, manufactured for this purpose		

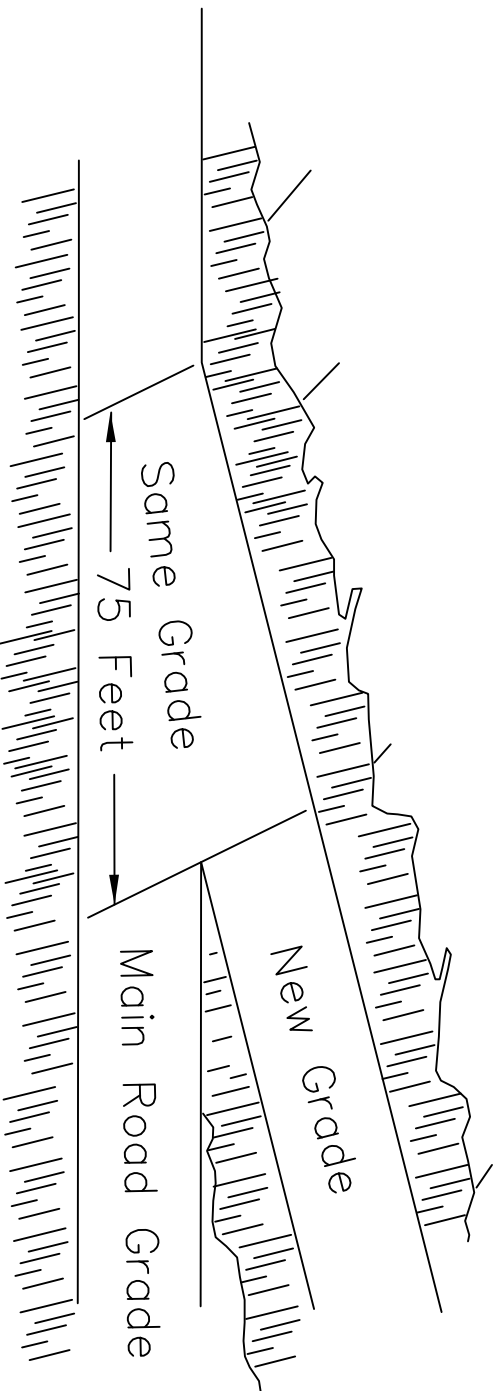
SPECIES for all wood: _____

SPECIAL INSTRUCTIONS

Drawing not to scale. Standardized drawing must be adapted to the specific site.

U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE	JOB CLASS	Date
	CAD FILE NO. LSK-0010.DWG	Designed _____
	SHEET OF	Drawn _____
		Checked _____
	Approved _____	

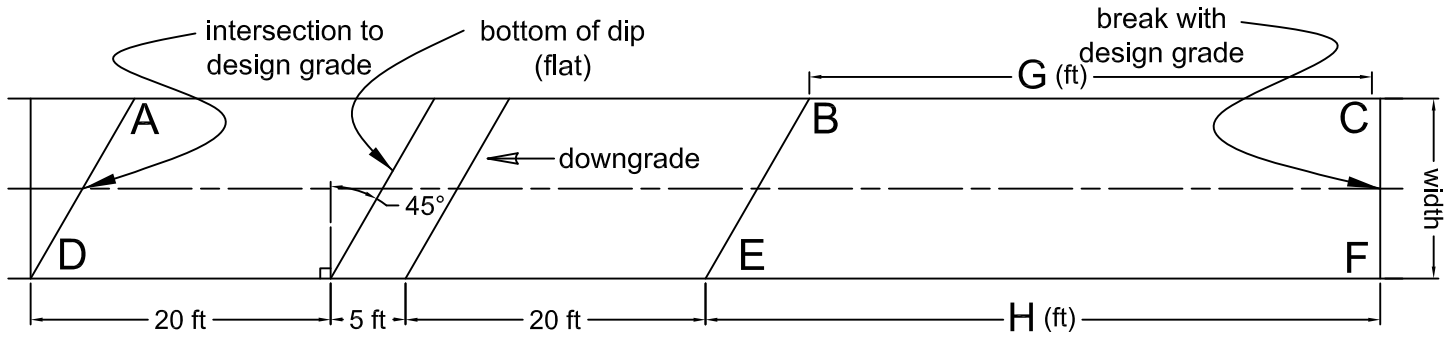
Intersection Detail



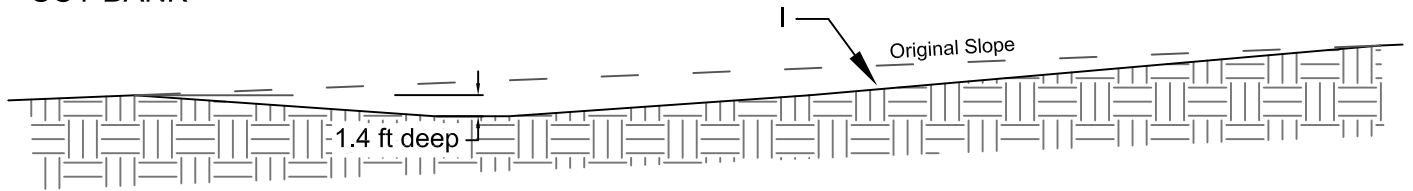
Main road and spur must have the same grade until there is horizontal separation from each other.

STANDARD 45° ROLLING DIP

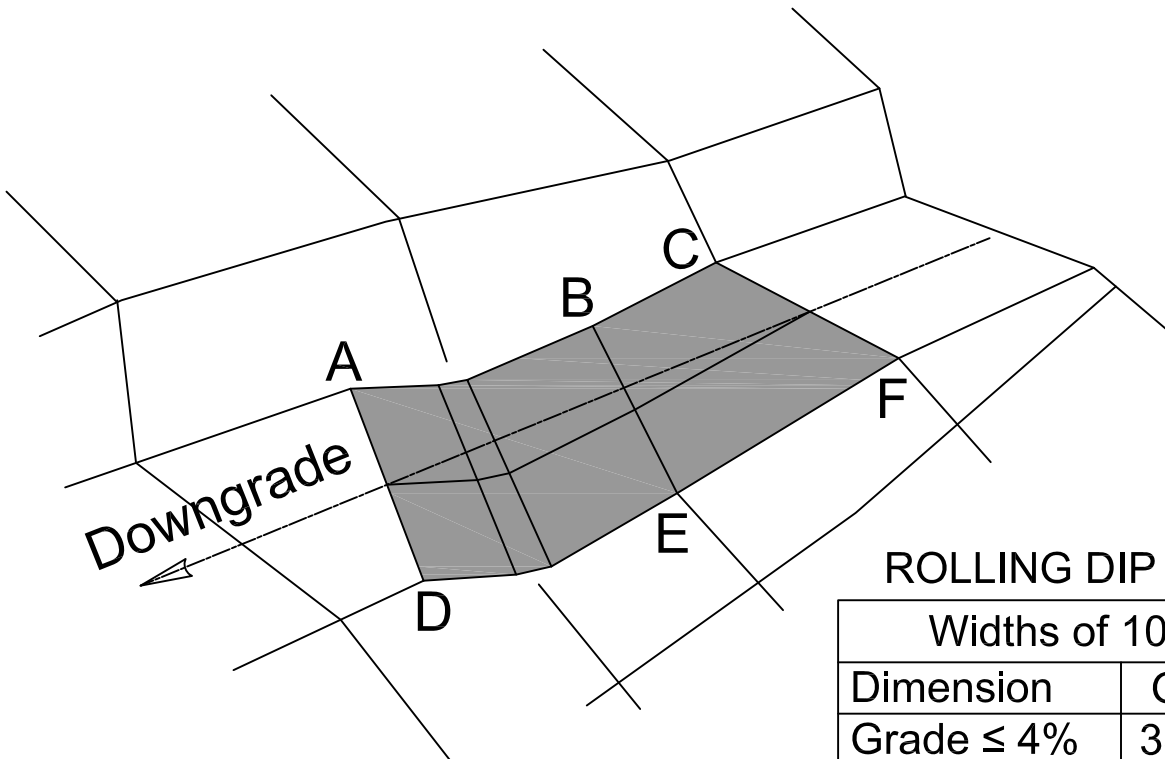
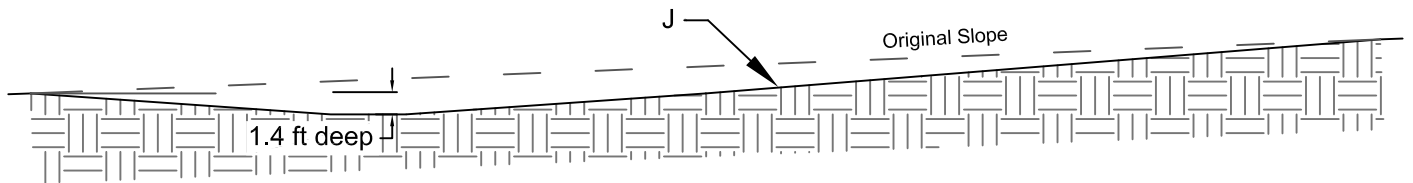
PLAN OF ROLLING DIP



CUT BANK



FILL SLOPE

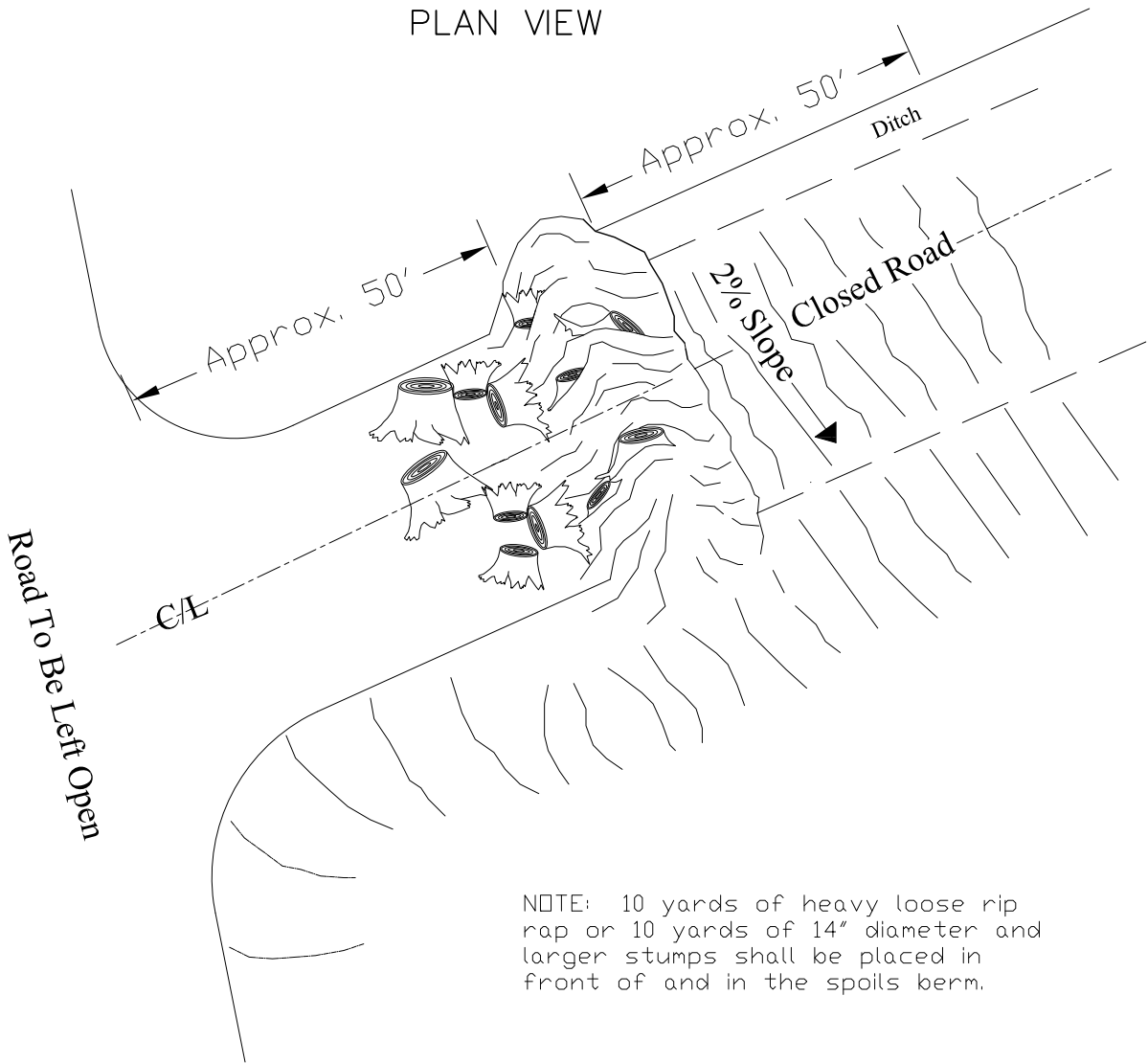


ROLLING DIP DEMENSIONS

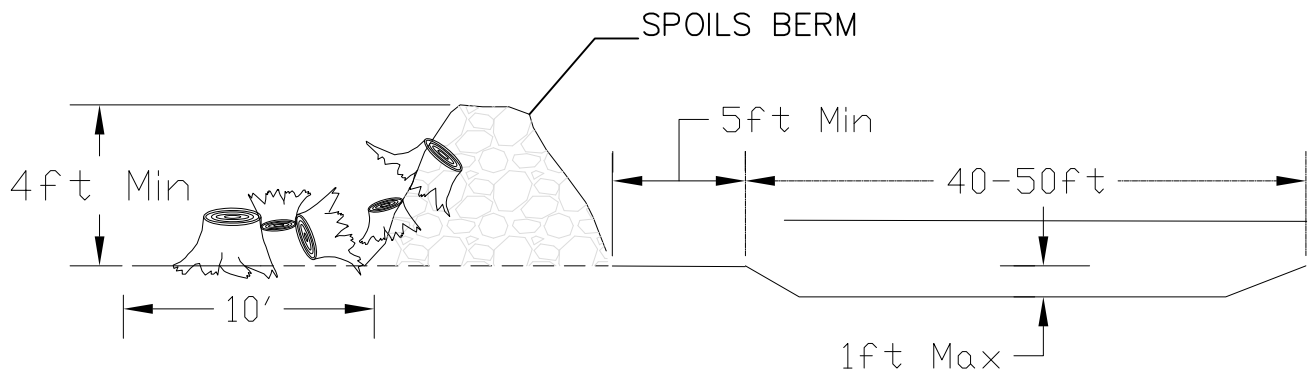
Widths of 10' through 14'				
Dimension	G	H	I	J
Grade ≤ 4%	38'	45'	9%	8%
Grade = 6%	48'	55'	11%	11%
Grade = 8%	58'	65'	14%	14%

SPOILS BERM DETAIL

PLAN VIEW

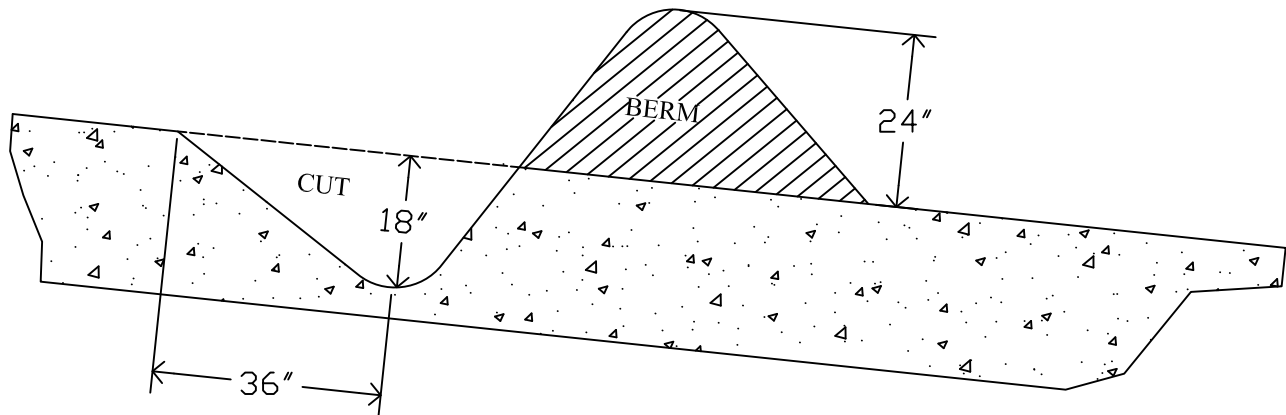


NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stumps shall be placed in front of and in the spoils berm.



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

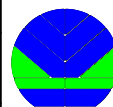
Non-Driveable Water Bar Detail



Notes:

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

**Non-Driveable Waterbar
Detail**



WASHINGTON STATE DEPARTMENT OF
Natural Resources

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

Revised:

FOREST ROAD AND TRAIL ACT COST-SHARE EASEMENT

THIS EASEMENT, dated this 17th day of March, 1989, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Department of Natural Resources, an agency of the State of Washington, hereinafter called Grantee.

WITNESSETH:

COPY

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

NOW THEREFORE, Grantor, for and in consideration of reciprocal rights-of-way received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee, hereinafter collectively referred to as Grantee, subject to existing easements and valid rights, a perpetual easement for a road over and across that easement of variable width acquired from:

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

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

The location of said easement is shown approximately on Exhibit A attached hereto.

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

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

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

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

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

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in Okanogan Road Right-of-Way Construction and Use Agreement dated June 11, 1970, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

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

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

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing

performance of such user's obligations with respect to maintenance of the road and with respect to payments of any charges hereinabove stated as payable to Grantee for use of the road: Provided, That the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

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

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

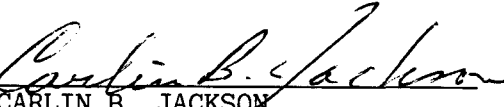
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Okanogan Road Right-of-Way Construction and Use Agreement dated June 11, 1970 remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

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

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

UNITED STATES OF AMERICA

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

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
County of Multnomah)

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

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

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

Theresa A. Bower

Notary Public for the State of Oregon

Residing at Portland

My Commission expires 8/3/91

COPY

UNITED STATES

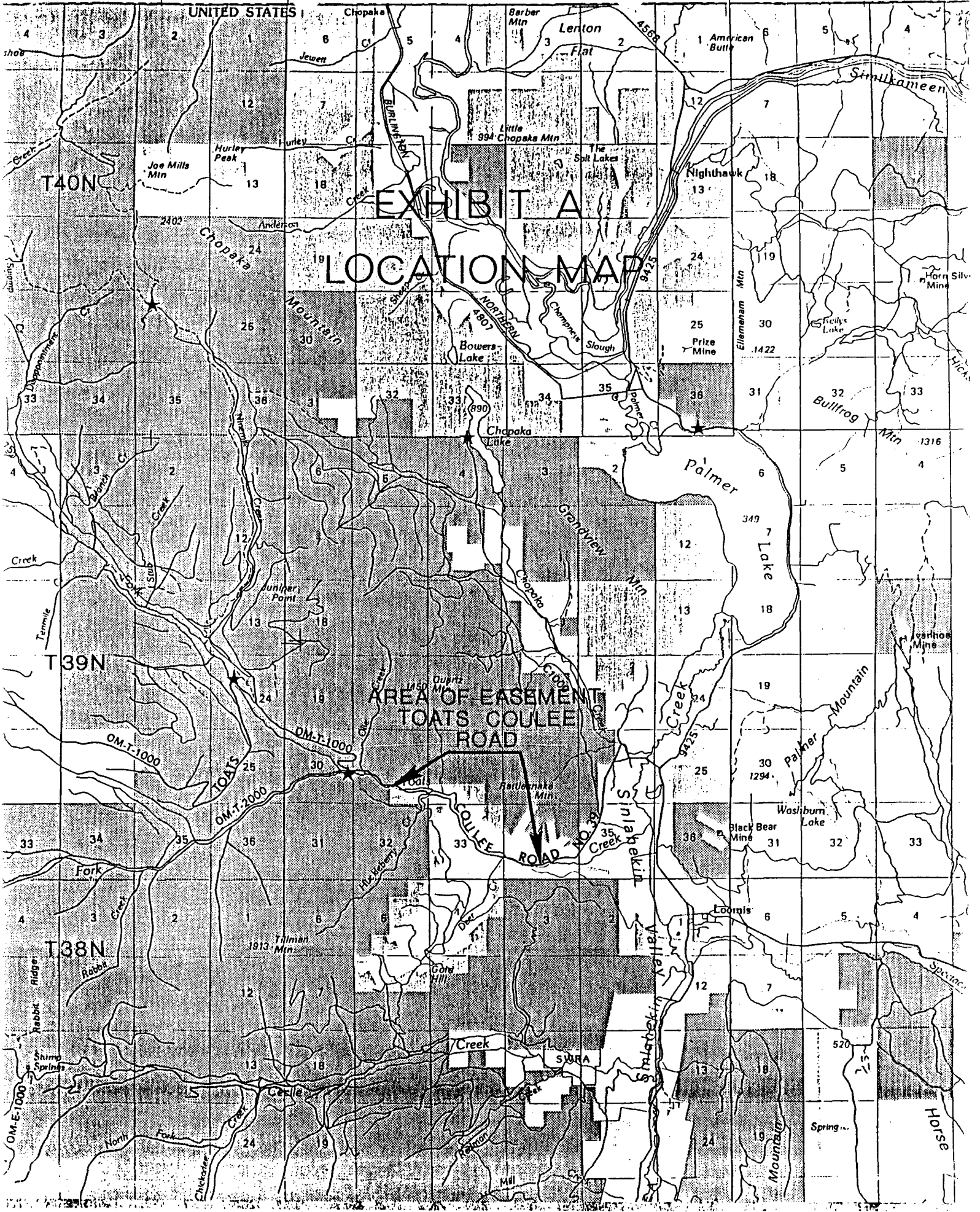


EXHIBIT A

LOCATION MAP

AREA OF EASEMENT
TOATS COULEE
ROAD

T40N

T39N

T38N

