



TIMBER NOTICE OF SALE

SALE NAME: SYNDROME SWT

AGREEMENT NO: 30-106448

AUCTION: October 30, 2024 starting at 10:00 a.m., COUNTY: Snohomish Northwest Region Office, Sedro Woolley, WA

SALE LOCATION: Sale located approximately 6 miles east of Arlington, WA.

PRODUCTS SOLD AND SALE AREA:

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-22, JC-2227 and JC-2228 roads in Unit #1.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-2210 and JC-2227 roads in Unit #2.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-2210 Road in Unit #3.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-22 Road in Unit #4.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-ML and JC-45 roads in Unit #5.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-37 Road in Unit #6.

All timber within 30 feet of flagged centerline of roads to be constructed.

All forest products above located on part(s) of Sections 1, 11, 12, 13 and 14 all in Township 31 North, Range 6 East, Sections 36 all in Township 32 North, Range 6 East, W.M., containing 310 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Table with columns: Species, Avg Ring DBH, Ring Count, Total MBF, Total Tons, Price \$/Ton, and MBF by Grade (1P, 2P, 3P, SM, 1S, 2S, 3S, 4S, UT).

MINIMUM BID: \$19.6/ton (est. value \$200,000.00) BID METHOD: Sealed Bids

PERFORMANCE SECURITY: \$40,000.00 SALE TYPE: Tonnage Scale



TIMBER NOTICE OF SALE

EXPIRATION DATE: March 31, 2027

ALLOCATION: Export Restricted

BIDDABLE SPECIES: Douglas fir

BID DEPOSIT: \$20,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Cable OR tethered equipment (See below for restrictions); shovel, "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" (See below for restrictions), rubber-tired skidder (See below for restrictions) or tracked equipment on sustained slopes 35% or less; self-leveling equipment on sustained slopes 50% or less (See below for restrictions).

Prior written approval of the Contract Administrator is required before tethered or self-leveling equipment may be used. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the use of this equipment will no longer be authorized.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where "6 wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires" or rubber-tired skidder can operate. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized. Ground Based Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and erosion.

ROADS: 18.58 stations of required construction. 127.54 stations of required reconstruction. 469.52 stations of required prehaul maintenance.

Rock may be obtained from the following source(s) on State land at no charge to the Purchaser: Porter Creek Hardrock Pit at station 57+47 of the JC-22 Road. Running Bear Hardrock Pit at station 14+32 of the JC-44 Road.

Development of existing rock sources will involve clearing, stripping, and blasting to generate riprap, shot rock, and 3-inch-minus ballast rock.

An estimated total quantity of rock needed for this proposal: 469 cubic yards of riprap and 8,170 cubic yards of ballast rock.

Road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.

ACREAGE DETERMINATION

CRUISE METHOD: Acres determined by GPS traverse. Cruise was conducted via variable plot sample type. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.

FEES: \$58,701.00 is due on day of sale. \$1.08 per ton is due upon removal. These are in addition to the bid price.



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SPECIAL REMARKS: 1. Falling and yarding shall not be permitted during the bark slippage season unless authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions. If permission is granted to operate during the bark slippage season the purchaser shall be required to provide a plan outlining mitigation measures.

Schedule B
Thinning Prescription

Thinning Prescription: Units 1-6, RMZ and WMZ

• Purchaser shall leave a residual stand that shall achieve the following evenly distributed across the sale area.

- Average spacing of 19 feet x 19 feet
- 8-14 inches DBH cutting limit

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

- 1) all hardwoods
 - 2) Western hemlock
 - 3) defective, or diseased, Douglas-fir
 - 4) smallest diameter Douglas-fir
- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms should be prioritized for take.

- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class, best form, and undamaged.

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

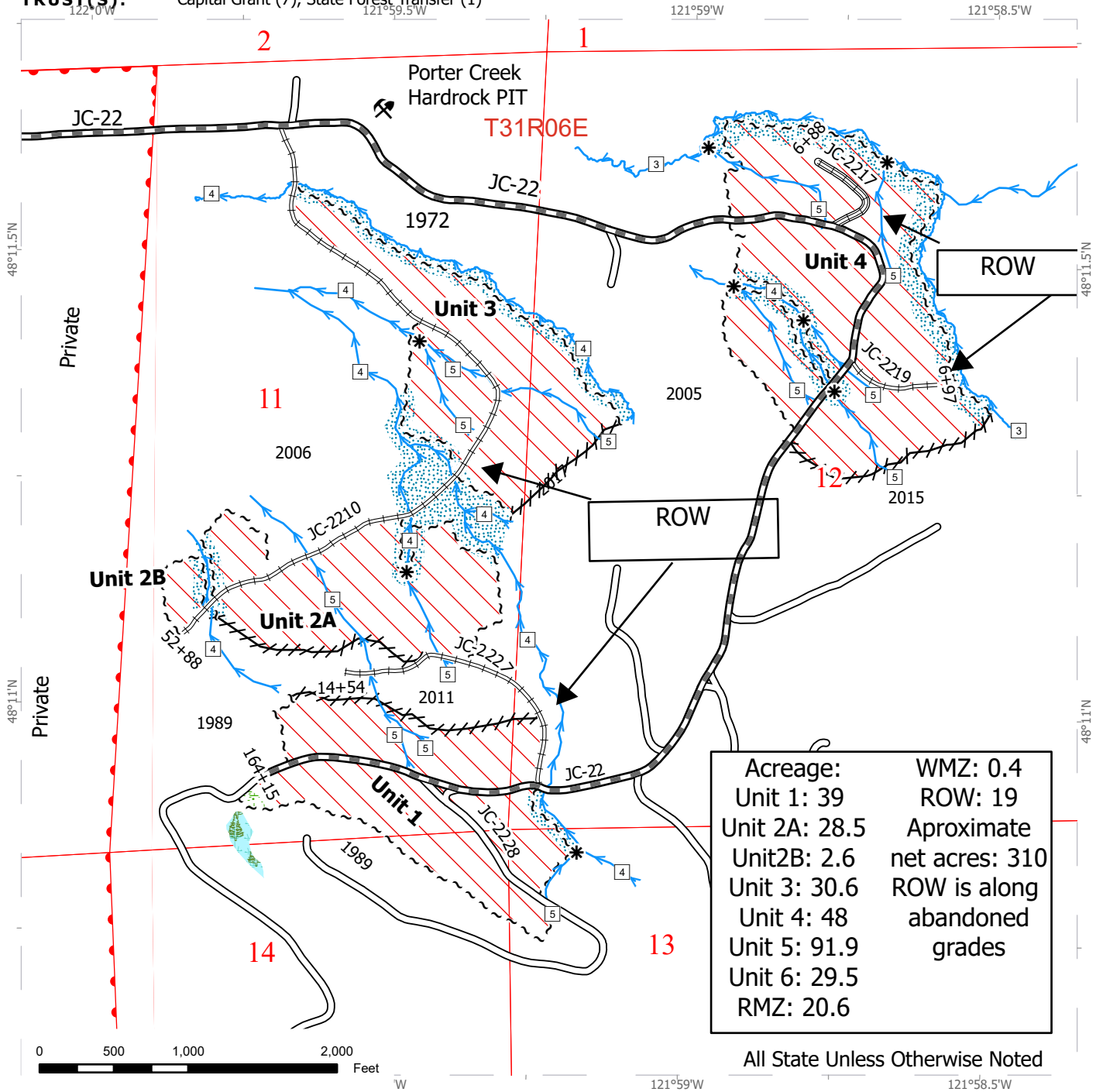
Riparian Forest Restoration Strategy Trees

- RMZ's shall have an 8-14 inch diameter cutting limit.
- Three enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be felled toward streams and left as down woody debris.
- Two enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be cut in a manner that facilitates snag creation and recruitment (girdled or topped).
- These enhancement trees are in addition to the residual stocking targets mentioned above, and should be distributed evenly throughout the RMZs.

TIMBER SALE MAP

SALE NAME: SYNDROME SWT
AGREEMENT #: 30-106448
TOWNSHIP(S): T31R6E, T32R6E
TRUST(S): Capital Grant (7), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1650



Acreage:	WMZ: 0.4
Unit 1: 39	ROW: 19
Unit 2A: 28.5	Aproximate net acres: 310
Unit 2B: 2.6	ROW is along abandoned grades
Unit 3: 30.6	
Unit 4: 48	
Unit 5: 91.9	
Unit 6: 29.5	
RMZ: 20.6	

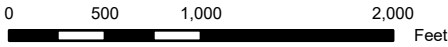
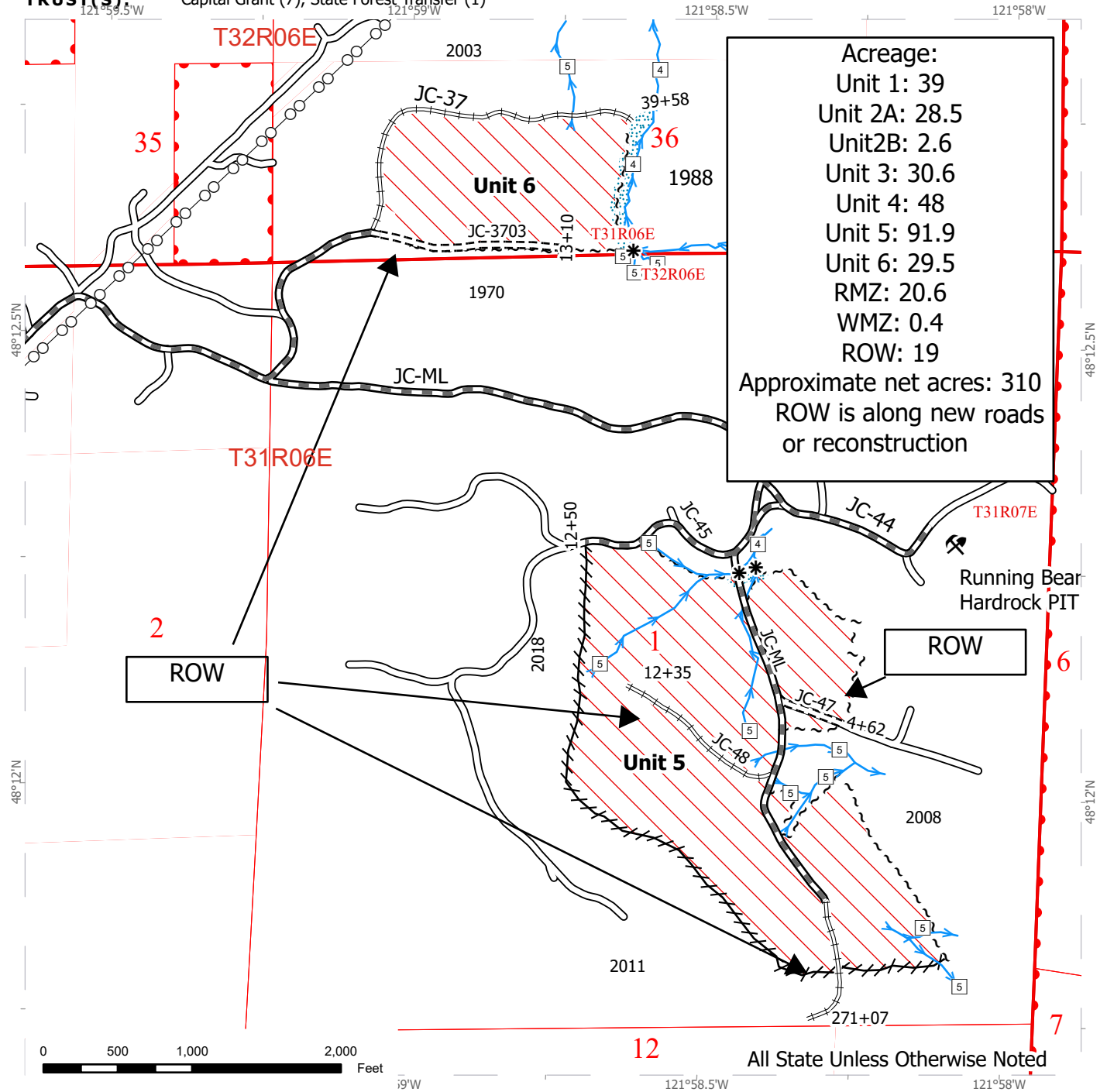
All State Unless Otherwise Noted

Harvest Area	Existing Roads	Streams
Forested Wetland	Required Pre-Haul Maintenance	Stream Type
Wetland Mgt Zone	Required Reconstruction	Stream Break
Riparian Mgt Zone	DNR Managed Lands	
Sale Boundary Tags		
Flag Line		

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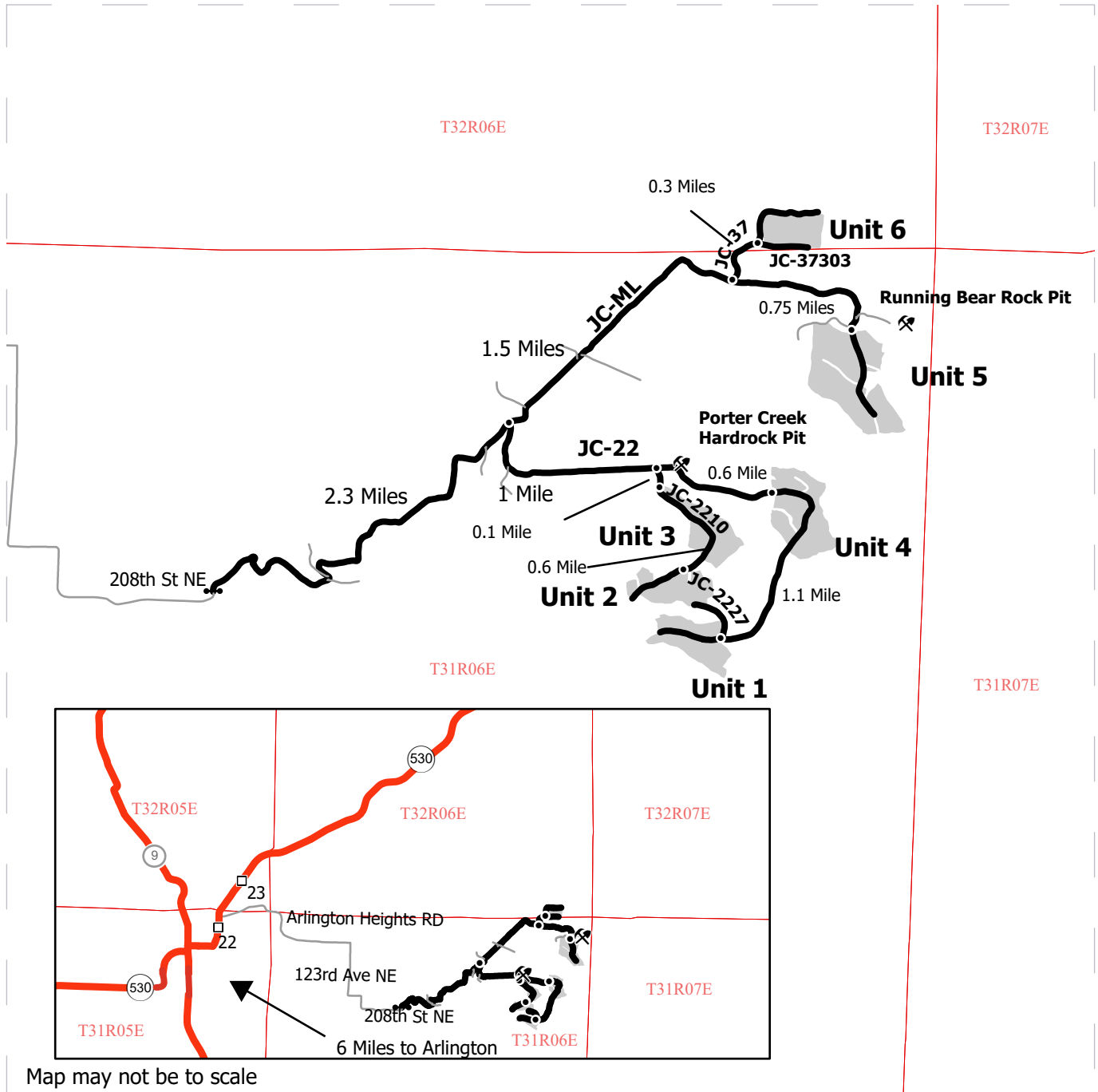
Harvest Area	Existing Roads	Streams
Riparian Mgt Zone	Required Pre-Haul Maintenance	Stream Type
Sale Boundary Tags	Required Construction	Stream Break
Flag Line	Required Reconstruction	
Power Lines	DNR Managed Lands	



DRIVING MAP

SALE NAME: SYNDROME SWT
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ELEVATION RGE: 600-1650



Map may not be to scale

	Harvest Unit
	Highway
	Haul Route
	Other Route
	Distance Indicator
	Gate (F1-3)
	Rock Pit

DRIVING DIRECTIONS:

From Arlington head east on HWY 530 for 1 mile. Turn right onto Arlington Heights Road, travel for 4 miles. Turn right onto 123rd Ave NE (turns into 208th St NE), travel for 2.25 miles to reach the JC-ML.
 From the gate travel 2.3 miles to reach the JC-22. Travel East on the JC-22 for 1 mile to reach the JC-2210. Travel for 0.1 mile to reach Unit 3. From Unit 3 travel an additional 0.6 miles to reach Unit 2. From the intersection of the JC-ML and JC-22 travel for 1.6 miles on the JC-22 to reach Unit 4. Continue 1.1 mile to reach Unit 1. From the intersection of the JC-ML and the JC-22 travel on the JC-ML for 1.5 miles to reach JC-37. Continue on JC-37 for 0.3 miles to reach Unit 6. From the intersection of the JC-37 and the JC-ML continue on the JC-ML for 0.75 miles to reach Unit 5.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Tonnage Scale AGREEMENT NO. 30-0106448

SALE NAME: SYNDROME SWT

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on October 30, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-22, JC-2227 and JC-2228 roads in Unit #1.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-2210 and JC-2227 roads in Unit #2.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-2210 Road in Unit #3.

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All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-ML and JC-45 roads in Unit #5.

All timber as described for removal in Schedule B, bounded by white timber sale boundary tags, pink flag line, and the JC-37 Road in Unit #6.

All timber within 30 feet of flagged centerline of roads to be constructed.

All forest products described above located on approximately 310 acres on part(s) of Sections 1, 11, 12, 13, and 14 all in Township 31 North, Range 6 East, Section 36 in Township 32 North, Range 6 East W.M. in Snohomish County(s) as shown on the attached timber sale map and as designated on the sale area.

All forest products described above from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs,

including but not limited to tree tops, branches, limbs, needles, leaves, stumps, are not eligible for removal under the terms of this contract.

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
B	Thinning Prescription

G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to March 31, 2027.

G-040 Contract Term Adjustment - No Payment

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

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

G-050 Contract Term Extension - Payment

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

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

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

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

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

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

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

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources

may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in

streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.

- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

- a. Risk

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

Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-090 Sale Area Adjustment

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

G-100 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract Administrator. Added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-105 Adding Naturally Damaged Forest Products

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

G-110 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in

clause G-121 or unless the State issues an operating release pursuant to clause G-280, shall be repaired promptly to the satisfaction of the State and at Purchaser's expense.

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract.

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; Jim Creek Mainline (JC-ML), JC-22, JC-2210, JC-2217, JC-2219, JC-2227, JC-2228, JC-37, JC-3703, JC-44, JC-4401, JC-45, JC-47, and JC-48 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before

beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-380 Road Easement and Road Use Permit Requirements

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

Easements with:

John R. Bruckart Jr. Steven Richard Sprague, Delbert R. Taylor, Mae Taylor, Ralph Lee Taylor, Patricia Ann Taylor, Mary Ellen Hogle, Nancy Mae Taylor and Judith Lynne Taylor; #55-001243; dated May 1, 1975.

Jim Creek Properties; #55-002705; dated October 23, 1998.

John R. Bruckart Jr.; #55-0084110; dated December 9, 1974.

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:

Easement, including the terms and provisions thereof,

For: Overhead Power and Road

In Favor of: City of Seattle

Disclosed by Application No.: 50-003015

Granted: 4/9/1923
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Power & Road
In Favor of: City of Seattle
Disclosed by Application No.: 50-039610
Granted: 4/9/1923
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Railroad
In Favor of: Canyon Lumber Co.
Disclosed by Application No.: 50-041656
Granted: 6/28/1927
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Port Blakely Tree Farms LP
Disclosed by Application No.: 50-053063
Granted: 3/30/1993
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Railroad
In Favor of: Ebey Logging Company
Disclosed by Application No.: 50-055272
Granted: 11/19/1925
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Three Rivers Timber Co.
Disclosed by Application No.: 50-055276
Granted: 7/7/1989
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Jim Creek Properties
Disclosed by Application No.: 50-070342
Granted: 11/18/1998
Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Road
In Favor of: John Hancock Mutual Life Insurance Company
Disclosed by Application No.: 50-079713
Granted: 8/9/1994
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Scott Paper Company
Disclosed by Application No.: 50-082290
Granted: 7/7/1989
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Wisconsin Timber Company and Ebey Logging Company
Disclosed by Application No.: 50-086019
Granted: 2/25/1909
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Snohomish County
Disclosed by Application No.: 50-086021
Granted: 11/29/1938
Expires: Indefinite

Covenant, including the terms and provisions thereof,
For: Agreement
In Favor of: Jim Creek Properties
Disclosed by Application No.: 54-083988
Granted: 10/23/1998
Expires: 10/23/2058

Section P: Payments and Securities

P-010 Initial Deposit

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

P-024 Payment for Forest Products

Purchaser agrees to weigh all loads and pay the following rate per ton for forest products conveyed plus \$58,701.00 on day of sale and \$1.08 per ton upon removal in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause.

DATA MISSING

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

P-027 Payment for Removal of Optional Forest Products

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

P-040 Weighing and Scaling Costs

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

P-045 Guarantee of Payment

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

P-052 Payment Procedure

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

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

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

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

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-024 shall apply.

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$40,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section L: Log Definitions and Accountability

L-060 Load Tickets

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

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Ground Based Yarding will not be permitted from November 1 to March 31 BY GROUND-BASED EQUIPMENT unless authorized in writing by the Contract Administrator.

H-011 Certification of Fallers and Yarder Operators

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

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

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

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

When leave tree damage exceeds the limits set forth in clause H-012,

Purchaser shall be subject to liquidated damages (clause D-040)

When reserve tree damage exceeds the limits set forth in clause H-013,

Purchaser shall be subject to liquidated damages (clause D-041).

H-012 Leave Tree Damage Definition

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

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

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

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

H-016 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

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

H-025 Timing Requirements for Timber Removal

All timber must be removed within 30 of being felled.

H-030 Timber Falling

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

H-040 Purchaser Harvest Plan

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

H-050 Rub Trees

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

H-052 Branding and Painting

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

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

H-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 cable or tethered equipment (See H-141 for restrictions); shovel, “6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires” (See H-141 for restrictions), rubber-tired skidder (See H-141 for restrictions) or tracked equipment on sustained slopes 35% or less; self-leveling equipment on sustained slopes 50% or less (See H-141 for restrictions). Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-126 Tailholds on State Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted on any roads from November 1 to March 31 to reduce soil damage and siltation unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

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

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

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

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

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

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

- B. Equipment shall remain at least 30 feet from all water courses or areas of wet/soft soils, except as necessary to cross at approved locations. Water course crossing structures must be approved by the Contract Administrator.
- C. When yarding and loading operations are occurring simultaneously, an additional shovel shall be required for loading to avoid extra trips to the landing. Shovel yarding shall not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.
- D. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than two weeks before any activities resume on site.
- E. Falling and yarding shall occur away from all typed waters where possible. Avoid parallel cable yarding in, across, or adjacent to stream channels where possible. All type 5 streams will have a 30-foot equipment limitation zone measured from each bank. The limited crossings shall be as close to perpendicular as possible.
- F. The Purchaser shall mark and the Contract Administrator must approve all type 5 stream crossings. Front end suspension is required over all streams.
- G. All cable corridors shall be located by the Purchaser and approved by the Contract Administrator before cutting of timber. Cable corridors shall be no wider than 12 feet and no closer than 100 feet between cable corridors, as measured from center of corridors.
- H. Falling and yarding shall not be permitted during the bark slippage season unless authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions. If permission is granted to operate during the bark slippage season the Purchaser shall be required to provide a plan outlining mitigation measures.
- I. Purchaser shall mark 5 trees per acre of RMZ for riparian enhancement. Once approved by the Contract Administrator, the Purchaser shall fell 3 per acre towards the stream for Large Woody Debris and the remaining two per acre shall be girdled by the Purchaser to create snags. Girdling shall expose the cambium the entire circumference of the tree for a width of no less than 3 inches. Snags created by mechanized equipment shall be at least 20 feet tall and tops are to remain on site.
- J. Purchaser shall water bar and mitigate any drainage or compaction issues caused by machinery as identified by Contract Administrator.

K. Purchaser shall ensure all gates associated with this project remain closed and locked during operations with the exception of periods of hauling. When hauling, the Purchaser shall ensure all gates are closed, and locked at the end of each day.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

B. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered and/or self-leveling equipment prior to use. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized.

C. Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize “6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires” and/or rubber-tired skidder equipment prior to use. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, skidders will no longer be authorized.

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

H-150 Required Removal of Forest Products

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

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

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

H-160 Mismatch

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

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

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 3/6/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on Jim Creek Mainline (JC-ML), JC-22, JC-2210, JC-2217, JC-2219, JC-2227, JC-37, JC-3703, JC-44, JC-4401, JC-45, JC-47, and JC-48 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 the JC-ML and JC-37. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical

emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for

operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup, and waste disposal.

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

shall be covered/secured such that these waste materials are properly contained during transport.

Section D: Damages

D-010 Liquidated Damages

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

D-021 Failure to Remove Forest Products

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

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

Where:

LD = Liquidated Damage value.

V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal tonnage to date from the cruised tonnage multiplied by the contract bid rates.

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

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

C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.

A = Administrative Fee = \$2,500.00.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is

owed from the date of breach until final payment, calculated using the following formula: Interest = $r \times LD \times N$.

Where:

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

LD = Liquidated damage value.

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

D-030 Inadequate Log Accountability

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

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

D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$50.00 per tree for all damaged trees in the sale area.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Jay Guthrie
Northwest Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule B
Thinning Prescription

Thinning Prescription: Units 1-6, RMZ and WMZ

•Purchaser shall leave a residual stand that shall achieve the following evenly distributed across the sale area.

- Average spacing of 19 feet x 19 feet
- 8-14 inches DBH cutting limit

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

- 1) all hardwoods
 - 2) Western hemlock
 - 3) defective, or diseased, Douglas-fir
 - 4) smallest diameter Douglas-fir
- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms should be prioritized for take.

- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class, best form, and undamaged.

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

Riparian Forest Restoration Strategy Trees

- RMZ's shall have an 8-14 inch diameter cutting limit.
- Three enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be felled toward streams and left as down woody debris.
- Two enhancement conifer trees per thinned RMZ acre from the largest diameter class of thinned trees shall be cut in a manner that facilitates snag creation and recruitment (girdled or topped).
- These enhancement trees are in addition to the residual stocking targets mentioned above, and should be distributed evenly throughout the RMZs.



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Syndrome SWT	Region: Northwest
Agreement #: 30-106448	District: Cascade
Contact Forester: Bailey Vos Phone / Location: 360-815-9227	County(s): Choose a county, Snohomish
Alternate Contact: Jack Armstrong Phone / Location: 360-982-1567	Other information:

Type of Sale: Weight Scale	
Harvest System: Ground based	See logging plan maps

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	SEC 11, 12,13,14/ T31N/ 06E	01	41			2.0		39	Combination GPS/GIS
2A	SEC 11/ T31N/ 06E	01	28.5					28.5	Combination GPS/GIS
2B	SEC 11/ T31N/ 06E	01	1.8					2.6	Combination GPS/GIS
3	SEC 11,12/ T31N/ 06E	01	31.3					30.6	Combination GPS/GIS
4	SEC 12/ T31N/ 06E	01	49.5			1.5		48	Combination GPS/GIS
5	SEC 1/ T31N/ 06E	01	92.5			0.6		91.9	Combination GPS/GIS
6	SEC 36/ T32N/ 06E	07	29.5					29.5	Combination GPS/GIS
RMZ	SEC 1,11,12,13,14/ T31N/ 06E SEC 36/ T32N/ 06E	01,0 7	20.7			0.1		20.6	Combination GPS/GIS
WMZ	SEC 11/ T31N/ 06E	01	0.4					0.4	Combination GPS/GIS
ROW	SEC 1,11,12,13,14/ T31N/ 06E	01,0 7	19					19	Combination GPS/GIS
TOTAL ACRES			314.2			4.2		310	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	See attached schedule B for thinning restrictions.		Small pockets of the sale area may already meet prescription, and other pockets may contain non-merchantable trees, where the prescription potentially will not produce volume.
2A	See attached schedule B for thinning restrictions.		
2B	See attached schedule B for thinning restrictions.		
3	See attached schedule B for thinning restrictions.		
4	See attached schedule B for thinning restrictions.		
5	See attached schedule B for thinning restrictions.		
6	See attached schedule B for thinning restrictions.		
RMZ	See attached schedule B for thinning restrictions.		
WMZ	See attached schedule B for thinning restrictions.		
ROW	Take all trees within 30 feet of the flagged road centerline.		

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF 185 mbf	F1-3 key required to access Jim Creek ML.	See attached maps.
2A	DF/ WH 175 mbf		
2B	DF/WH 30 mbf		
3	WH/DF 235 mbf		
4	WH/DF 370 mbf		
5	WH/DF 700 mbf		
6	DF/ WH 220 mbf		
RMZ	WH/DF 150 mbf		

WMZ	WH/DF 1 mbf		
ROW	WH/DF 85 mbf		
TOTAL MBF	2,151 mbf		

REMARKS:

All Stands are comprised of third growth plantation, western hemlock and Douglas fir. Each unit has pockets of lower stocking.

Prepared By: Bailey Vos Date: 3-14-2024	Title: Forester	CC:
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Timber Sale Cruise Report Syndrome SWT - NW

Sale Name: SYNDROME SWT

Sale Type: MBF SCALE

Region: NORTHWEST

District: CASCADE

Lead Cruiser: Matt Llobet

Other Cruisers: Bailey Vos

Cruise Narrative:

The Syndrome Small Wood Thin Timber Sale is a 6 unit timber sale located east of Arlington, off the Arlington Heights Road. The sale ranges from 208 feet to 1650 feet in elevation and forest roads provide good drivable access.

All thinning units were sampled using a full 40.0 BAF. The smallest merchantable tree cruised throughout the sale had a DBH of 7.0 inches and 5.0 inches at 16 feet. My plots were generated in GIS and located in the field using Avenza Maps. Bole height was measured with a laser and taken to a 5" top or break point (40% of diameter at 16 feet). Trees were segmented into preferred west-side log lengths and defect was taking into account within each tree cruised.

- Conifer log lengths were cruised in 2 foot multiples - maximizing 32-40 ft. lengths.
- Hardwood log lengths were cruised in 10 foot multiples - no longer than 30 feet long.

My total net cruise volume for Syndrome SWT is 3,078 MBF. The stand characteristics throughout the sale showed uniformly stocked, "plantation-style" western hemlock and Douglas fir in the small-medium diameter range. Syndrome SWT cruised out at 9,929 BF per acre and all live timber showed excellent form. The species composition consists of western hemlock, Douglas fir, and scattered hardwoods.

Right of Way:

The ROW volume is primarily scattered timber adjacent to old road grade. The ROW cruised out at 9,894 BF per acre.

Logging and Stand Conditions:

Approximately 100% of the sale is ground base harvest. All units consist of an open understory with mild topography, making for productive operator ground.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	12.5			2,298	32	1,819	444	3
DF	13.3	5.0		760	40	558	154	8
RA	9.3			15			15	
BC	17.0			6	6			
ALL	12.6	5.0		3,078	78	2,377	613	11

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
WH	19,607	256	15,209	4,117	25
DF	5,871	271	4,305	1,223	72
RA	110			110	
BC	39	39			
ALL	25,628	566	19,514	5,450	98

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 (%)
208.9	3.0	108.7	1.6	22,781	3.4

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
SYNDROME SWT U1	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	39.0	41.0	11	11	0
SYNDROME SWT U2A	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	28.5	28.5	8	8	0
SYNDROME SWT U2B	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.8	1.9	2	2	0
SYNDROME SWT U3	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	31.3	31.3	8	8	0
SYNDROME SWT U4	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	48.0	49.5	15	15	0
SYNDROME SWT U5	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	91.9	92.5	24	12	0
SYNDROME SWT U6	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	29.5	29.5	9	9	0
SYNDROME RMZ	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	20.6	20.7	7	7	0
SYNDROME WMZ	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	0.4	0.4	3	3	0
SYNDROME ROW	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	19.0	19.2	16	16	0
All		310.0	314.4	103	91	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	2 SAW	Domestic	9.7	30	19	18	4.1	39.1	5.6
DF	LIVE	2 SAW	Domestic	14.1	36	130	130	0.0	271.1	40.2
DF	LIVE	3 SAW	Domestic	8.4	34	1,821	1,799	1.2	4,305.3	557.6
DF	LIVE	4 SAW	Domestic	5.5	23	499	496	0.5	1,222.6	153.8
DF	LIVE	CULL	Cull	12.3	5	20	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	8.5	24	26	26	0.0	72.4	8.0
RA	LIVE	4 SAW	Domestic	6.4	29	48	48	0.0	110.3	14.8
WH	LIVE	2 SAW	Domestic	14.2	37	102	102	0.0	255.6	31.7
WH	LIVE	3 SAW	Domestic	8.5	33	5,880	5,869	0.2	15,209.0	1,819.5
WH	LIVE	4 SAW	Domestic	5.9	22	1,433	1,433	0.0	4,117.2	444.1
WH	LIVE	UTILITY	Pulp	5.5	18	8	8	0.0	25.5	2.5

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5 - 7	LIVE	Domestic	7.3	30	4	16.7	11.8	1.2
BC	12 - 15	LIVE	Domestic	12.1	30	14	0.0	27.3	4.4
DF	5 - 7	LIVE	Domestic	6.0	27	1,152	0.2	2,827.7	357.1
DF	8 - 11	LIVE	Pulp	8.5	24	26	0.0	72.4	8.0
DF	8 - 11	LIVE	Domestic	9.5	33	1,143	1.9	2,700.3	354.4
DF	12 - 15	LIVE	Cull	12.3	5	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.2	35	84	0.0	190.2	26.1
DF	16 - 19	LIVE	Domestic	17.1	40	21	0.0	40.2	6.6
DF	20+	LIVE	Domestic	20.0	40	24	0.0	40.6	7.5
RA	5+	LIVE	Domestic	6.4	29	48	0.0	110.3	14.8
WH	5 - 7	LIVE	Pulp	5.5	18	8	0.0	25.5	2.5
WH	5 - 7	LIVE	Domestic	6.2	27	2,925	0.0	8,126.7	906.8
WH	8 - 11	LIVE	Domestic	9.4	33	4,342	0.2	11,114.0	1,346.2
WH	12 - 15	LIVE	Domestic	13.6	34	137	0.0	341.1	42.4

Cruise Unit Report SYNDROME SWT U1

Unit Sale Notice Volume (MBF): SYNDROME SWT U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	14.8			74	60	14
WH	14.0			50	34	16
ALL	14.4			124	93	31

Unit Cruise Design: SYNDROME SWT U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	39.0	41.0	11	11	0

Unit Cruise Summary: SYNDROME SWT U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA		1	0.1	0
DF	5	24	2.2	1
WH	4	20	1.8	0
ALL	9	45	4.1	1

Unit Cruise Statistics: SYNDROME SWT 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 (%)
RA	3.6	331.7	100.0						
DF	87.3	60.9	18.4	104.2	7.5	3.4	9,094	61.3	18.7
WH	72.7	88.1	26.6	88.1	24.6	12.3	6,408	91.4	29.3
ALL	163.6	35.3	10.7	96.9	17.2	5.7	15,855	39.3	12.1

Unit Summary: SYNDROME SWT U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	5	ALL	14.8	58	72	1,917	1,895	1.2	15.2	18.2	4.7	73.9
DF	LIVE	LEA	19	ALL	15.0	57	70	7,285	7,199	1.2	56.3	69.1	17.8	280.8
RA	LIVE	LEA	1	ALL	14.9	50	60				3.0	3.6	0.9	

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	4	ALL	14.0	53	64	1,282	1,282	0.0	13.6	14.5	3.9	50.0
WH	LIVE	LEA	16	ALL	13.2	52	64	5,127	5,127	0.0	61.2	58.2	16.0	199.9
ALL	LIVE	CUT	9	ALL	14.4	56	69	3,199	3,176	0.7	28.8	32.7	8.6	123.9
ALL	LIVE	LEA	36	ALL	14.1	54	67	12,412	12,326	0.7	120.5	130.9	34.8	480.7
ALL	ALL	CUT +LEAVE	45	ALL	14.2	55	67	15,610	15,503	0.7	149.3	163.6	43.4	604.6

Cruise Unit Report SYNDROME SWT U2A

Unit Sale Notice Volume (MBF): SYNDROME SWT U2A

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
DF	12.5	5.0		155	117	29	8
WH	13.2			145	121	24	
ALL	12.8	5.0		300	238	53	8

Unit Cruise Design: SYNDROME SWT U2A

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	28.5	28.5	8	8	0

Unit Cruise Summary: SYNDROME SWT U2A

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	9	27	3.4	0
DF	11	15	1.9	1
ALL	20	42	5.3	1

Unit Cruise Statistics: SYNDROME SWT U2A

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	135.0	61.2	21.6	113.1	20.8	6.9	15,265	64.6	22.7
DF	75.0	77.7	27.5	98.8	16.3	4.9	7,409	79.4	27.9
ALL	210.0	34.9	12.3	108.0	19.0	4.3	22,674	39.7	13.1

Unit Summary: SYNDROME SWT U2A

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	12.5	58	74	5,511	5,434	1.4	64.5	55.0	15.6	154.9
DF	LIVE	LEA	4	ALL	15.1	68	85	2,004	1,976	1.4	16.1	20.0	5.1	56.3
WH	LIVE	CUT	9	ALL	13.2	63	79	5,088	5,088	0.0	47.4	45.0	12.4	145.0
WH	LIVE	LEA	18	ALL	12.5	57	70	10,176	10,176	0.0	105.6	90.0	25.5	290.0
ALL	LIVE	CUT	20	ALL	12.8	60	76	10,599	10,522	0.7	111.9	100.0	27.9	299.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	LEA	22	ALL	12.9	58	72	12,180	12,152	0.2	121.7	110.0	30.6	346.3
ALL	ALL	CUT +LEAVE	42	ALL	12.8	59	74	22,780	22,674	0.5	233.6	210.0	58.5	646.2

Cruise Unit Report SYNDROME SWT U2B

Unit Sale Notice Volume (MBF): SYNDROME SWT U2B

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
WH	14.4			21	17	4
DF	15.0			4	4	1
ALL	14.5			26	21	5

Unit Cruise Design: SYNDROME SWT U2B

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.8	1.9	2	2	0

Unit Cruise Summary: SYNDROME SWT U2B

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	5	9	4.5	0
DF	1	3	1.5	1
ALL	6	12	6.0	1

Unit Cruise Statistics: SYNDROME SWT U2B

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	180.0	15.7	11.1	118.9	11.5	5.1	21,404	19.5	12.2
DF	60.0	141.4	100.0	123.9	0.0	0.0	7,433	141.4	100.0
ALL	240.0	47.1	33.3	120.2	10.3	4.2	28,836	48.3	33.6

Unit Summary: SYNDROME SWT U2B

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	15.0	65	81	2,478	2,478	0.0	16.3	20.0	5.2	4.5
DF	LIVE	LEA	2	ALL	12.2	62	77	4,955	4,955	0.0	49.3	40.0	11.5	8.9
WH	LIVE	CUT	5	ALL	14.4	65	80	11,891	11,891	0.0	88.4	100.0	26.4	21.4
WH	LIVE	LEA	4	ALL	14.4	63	78	9,513	9,513	0.0	70.7	80.0	21.1	17.1
ALL	LIVE	LEA	6	ALL	13.5	63	78	14,468	14,468	0.0	120.0	120.0	32.5	26.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	6	ALL	14.5	65	80	14,368	14,368	0.0	104.7	120.0	31.5	25.9
ALL	ALL	CUT +LEAVE	12	ALL	14.0	64	79	28,836	28,836	0.0	224.7	240.0	64.1	51.9

Cruise Unit Report SYNDROME SWT U3

Unit Sale Notice Volume (MBF): SYNDROME SWT U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
WH	12.9			205	163	42
DF	10.2			52	26	26
ALL	12.0			257	190	67

Unit Cruise Design: SYNDROME SWT U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	31.3	31.3	8	8	0

Unit Cruise Summary: SYNDROME SWT U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	12	32	4.0	0
DF	4	7	0.9	1
ALL	16	39	4.9	1

Unit Cruise Statistics: SYNDROME SWT U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	160.0	42.3	14.9	109.2	17.8	5.1	17,475	45.8	15.8
DF	35.0	95.4	33.7	82.9	18.8	9.4	2,901	97.2	35.0
ALL	195.0	37.1	13.1	104.5	20.6	5.2	20,376	42.4	14.1

Unit Summary: SYNDROME SWT U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	10.2	49	59	1,658	1,658	0.0	35.2	20.0	6.3	51.9
DF	LIVE	LEA	3	ALL	11.5	52	81	1,243	1,243	0.0	20.8	15.0	4.4	38.9
WH	LIVE	CUT	12	ALL	12.9	59	73	6,655	6,553	1.5	66.1	60.0	16.7	205.1
WH	LIVE	LEA	20	ALL	13.7	62	78	11,091	10,922	1.5	97.7	100.0	27.0	341.9
ALL	LIVE	CUT	16	ALL	12.0	55	69	8,313	8,211	1.2	101.3	80.0	23.0	257.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	LEA	23	ALL	13.3	60	78	12,335	12,165	1.4	118.5	115.0	31.4	380.8
ALL	ALL	CUT +LEAVE	39	ALL	12.8	58	74	20,647	20,376	1.3	219.8	195.0	54.4	637.8

Cruise Unit Report SYNDROME SWT U4

Unit Sale Notice Volume (MBF): SYNDROME SWT U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
WH	11.9			446	360	83	3
DF	13.9			93	75	17	
ALL	12.2			538	436	100	3

Unit Cruise Design: SYNDROME SWT U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	48.0	49.5	15	15	0

Unit Cruise Summary: SYNDROME SWT U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	35	76	5.1	0
DF	6	17	1.1	2
ALL	41	93	6.2	2

Unit Cruise Statistics: SYNDROME SWT 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 (%)
WH	202.7	28.4	7.3	99.5	20.4	3.4	20,155	34.9	8.1
DF	45.3	99.3	25.6	120.8	15.2	6.2	5,476	100.5	26.4
ALL	248.0	19.5	5.0	103.4	20.5	3.2	25,631	28.3	6.0

Unit Summary: SYNDROME SWT U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	13.9	67	88	2,004	1,933	3.6	15.2	16.0	4.3	92.8
DF	LIVE	LEA	11	ALL	15.6	66	85	3,675	3,543	3.6	22.1	29.3	7.4	170.1
WH	LIVE	CUT	35	ALL	11.9	54	71	9,282	9,282	0.0	120.8	93.3	27.1	445.5
WH	LIVE	LEA	41	ALL	14.1	58	76	10,873	10,873	0.0	100.8	109.3	29.1	521.9
ALL	LIVE	LEA	52	ALL	14.4	60	77	14,548	14,416	0.9	122.9	138.7	36.5	692.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	41	ALL	12.1	55	73	11,286	11,215	0.6	136.0	109.3	31.3	538.3
ALL	ALL	CUT +LEAVE	93	ALL	13.3	57	75	25,835	25,631	0.8	258.9	248.0	67.9	1,230.3

Cruise Unit Report SYNDROME SWT U5

Unit Sale Notice Volume (MBF): SYNDROME SWT U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
WH	12.4			1,136	921	215
DF	14.7	5.0		87	73	14
ALL	12.6	5.0		1,223	995	229

Unit Cruise Design: SYNDROME SWT U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	91.9	92.5	24	12	0

Unit Cruise Summary: SYNDROME SWT U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	34	139	5.8	0
DF	3	13	0.5	1
ALL	37	152	6.3	1

Unit Cruise Statistics: SYNDROME SWT 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 (%)
WH	231.7	28.8	5.9	117.8	17.7	3.0	27,279	33.8	6.6
DF	21.7	143.8	29.4	113.9	16.8	9.7	2,468	144.8	30.9
ALL	253.3	20.1	4.1	117.4	17.4	2.9	29,747	26.6	5.0

Unit Summary: SYNDROME SWT U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	3	ALL	13.3	70	88	1,016	949	6.6	8.6	8.3	2.3	87.2
DF	LIVE	LEA	4	ALL	15.2	67	84	1,625	1,519	6.6	10.6	13.3	3.4	139.6
WH	LIVE	CUT	34	ALL	12.2	57	73	12,364	12,364	0.0	129.3	105.0	30.1	1,136.2
WH	LIVE	LEA	34	ALL	14.3	64	79	14,915	14,915	0.0	113.6	126.7	33.5	1,370.7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	LEA	38	ALL	14.4	64	79	16,541	16,434	0.6	124.2	140.0	36.9	1,510.3
ALL	LIVE	CUT	37	ALL	12.3	58	74	13,380	13,313	0.5	137.9	113.3	32.3	1,223.5
ALL	ALL	CUT +LEAVE	75	ALL	13.3	61	77	29,921	29,747	0.6	262.1	253.3	69.3	2,733.7

Cruise Unit Report SYNDROME SWT U6

Unit Sale Notice Volume (MBF): SYNDROME SWT U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	11.8	5.0		189	149	40
WH	11.7			89	64	25
ALL	11.8	5.0		278	213	65

Unit Cruise Design: SYNDROME SWT U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	29.5	29.5	9	9	0

Unit Cruise Summary: SYNDROME SWT U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC		1	0.1	0
MA		2	0.2	0
DF	13	24	2.7	1
WH	6	9	1.0	0
ALL	19	36	4.0	1

Unit Cruise Statistics: SYNDROME SWT 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 (%)
RC	4.4	300.0	100.0						
MA	8.9	300.0	100.0						
DF	106.7	70.2	23.4	111.1	20.6	5.7	11,852	73.1	24.1
WH	40.0	150.0	50.0	112.8	23.3	9.5	4,511	151.8	50.9
ALL	160.0	41.5	13.8	111.6	20.9	4.8	17,851	46.4	14.6

Unit Summary: SYNDROME SWT U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	11.8	55	78	6,432	6,420	0.2	76.1	57.8	16.8	189.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	LEA	11	ALL	10.6	47	70	5,442	5,432	0.2	79.8	48.9	15.0	160.3
MA	LIVE	LEA	2	ALL	13.2	32	39				9.4	8.9	2.4	
RC	LIVE	LEA	1	ALL	20.0	78	93				2.0	4.4	1.0	
WH	LIVE	CUT	6	ALL	11.7	54	74	3,007	3,007	0.0	35.7	26.7	7.8	88.7
WH	LIVE	LEA	3	ALL	9.2	40	78	1,504	1,504	0.0	28.9	13.3	4.4	44.4
ALL	LIVE	LEA	17	ALL	10.7	45	70	6,946	6,936	0.1	120.1	75.6	22.9	204.6
ALL	LIVE	CUT	19	ALL	11.8	54	76	9,439	9,427	0.1	111.8	84.4	24.6	278.1
ALL	ALL	CUT +LEAVE	36	ALL	11.2	49	73	16,386	16,363	0.1	231.9	160.0	47.5	482.7

Cruise Unit Report SYNDROME RMZ

Unit Sale Notice Volume (MBF): SYNDROME RMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
WH	12.7			106	88	18
DF	13.4	5.0		34	29	5
ALL	12.9	5.0		140	117	23

Unit Cruise Design: SYNDROME RMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	20.6	20.7	7	7	0

Unit Cruise Summary: SYNDROME RMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	9	26	3.7	0
DF	3	10	1.4	2
ALL	12	36	5.1	2

Unit Cruise Statistics: SYNDROME RMZ

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	148.6	70.7	26.7	99.9	27.7	9.2	14,846	76.0	28.3
DF	57.1	79.4	30.0	96.8	24.3	14.0	5,534	83.0	33.1
ALL	205.7	34.5	13.0	99.1	25.9	7.5	20,380	43.1	15.0

Unit Summary: SYNDROME RMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	3	ALL	13.4	59	74	1,660	1,660	0.0	17.5	17.1	4.7	34.2
DF	LIVE	LEA	7	ALL	17.3	71	91	3,874	3,874	0.0	24.5	40.0	9.6	79.8
WH	LIVE	CUT	9	ALL	12.7	55	69	5,139	5,139	0.0	58.5	51.4	14.4	105.9
WH	LIVE	LEA	17	ALL	13.6	57	73	9,707	9,707	0.0	96.3	97.1	26.3	200.0
ALL	LIVE	CUT	12	ALL	12.9	56	70	6,799	6,799	0.0	76.0	68.6	19.1	140.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	LEA	24	ALL	14.4	60	77	13,581	13,581	0.0	120.8	137.1	36.0	279.8
ALL	ALL	CUT +LEAVE	36	ALL	13.8	58	74	20,380	20,380	0.0	196.8	205.7	55.1	419.8

Cruise Unit Report SYNDROME WMZ

Unit Sale Notice Volume (MBF): SYNDROME WMZ

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
WH	14.0			2	2	0
DF	9.3	5.0		1		1
ALL	11.7	5.0		3	2	1

Unit Cruise Design: SYNDROME WMZ

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	0.4	0.4	3	3	0

Unit Cruise Summary: SYNDROME WMZ

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	2	10	3.3	0
DF	2	9	3.0	2
ALL	4	19	6.3	2

Unit Cruise Statistics: SYNDROME WMZ

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	133.3	34.6	20.0	98.8	26.6	18.8	13,171	43.7	27.4
DF	120.0	115.5	66.7	76.2	18.7	13.2	9,144	117.0	68.0
ALL	253.3	36.5	21.1	88.1	24.5	12.3	22,315	44.0	24.4

Unit Summary: SYNDROME WMZ

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	9.3	56	69	2,032	2,032	0.0	56.5	26.7	8.7	0.8
DF	LIVE	LEA	5	ALL	16.2	63	79	7,112	7,112	0.0	65.2	93.3	23.2	2.8
WH	LIVE	CUT	2	ALL	14.0	56	69	5,269	5,269	0.0	49.9	53.3	14.3	2.1
WH	LIVE	LEA	4	ALL	15.5	55	67	7,903	7,903	0.0	61.1	80.0	20.3	3.2
ALL	LIVE	LEA	9	ALL	15.9	59	73	15,015	15,015	0.0	126.3	173.3	43.5	6.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	4	ALL	11.7	56	69	7,301	7,301	0.0	106.4	80.0	23.0	2.9
ALL	ALL	CUT +LEAVE	13	ALL	14.1	58	71	22,315	22,315	0.0	232.7	253.3	66.5	8.9

Cruise Unit Report SYNDROME ROW

Unit Sale Notice Volume (MBF): SYNDROME ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	13.5			98	32	50	16
DF	17.5			70	40	24	6
RA	9.3			15			15
BC	17.0			6	6		
ALL	13.7			188	78	74	37

Unit Cruise Design: SYNDROME ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	19.0	19.2	16	16	0

Unit Cruise Summary: SYNDROME ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	16	17	1.1	0
DF	11	12	0.8	0
RA	4	4	0.3	0
BC	1	1	0.1	0
ALL	32	34	2.1	0

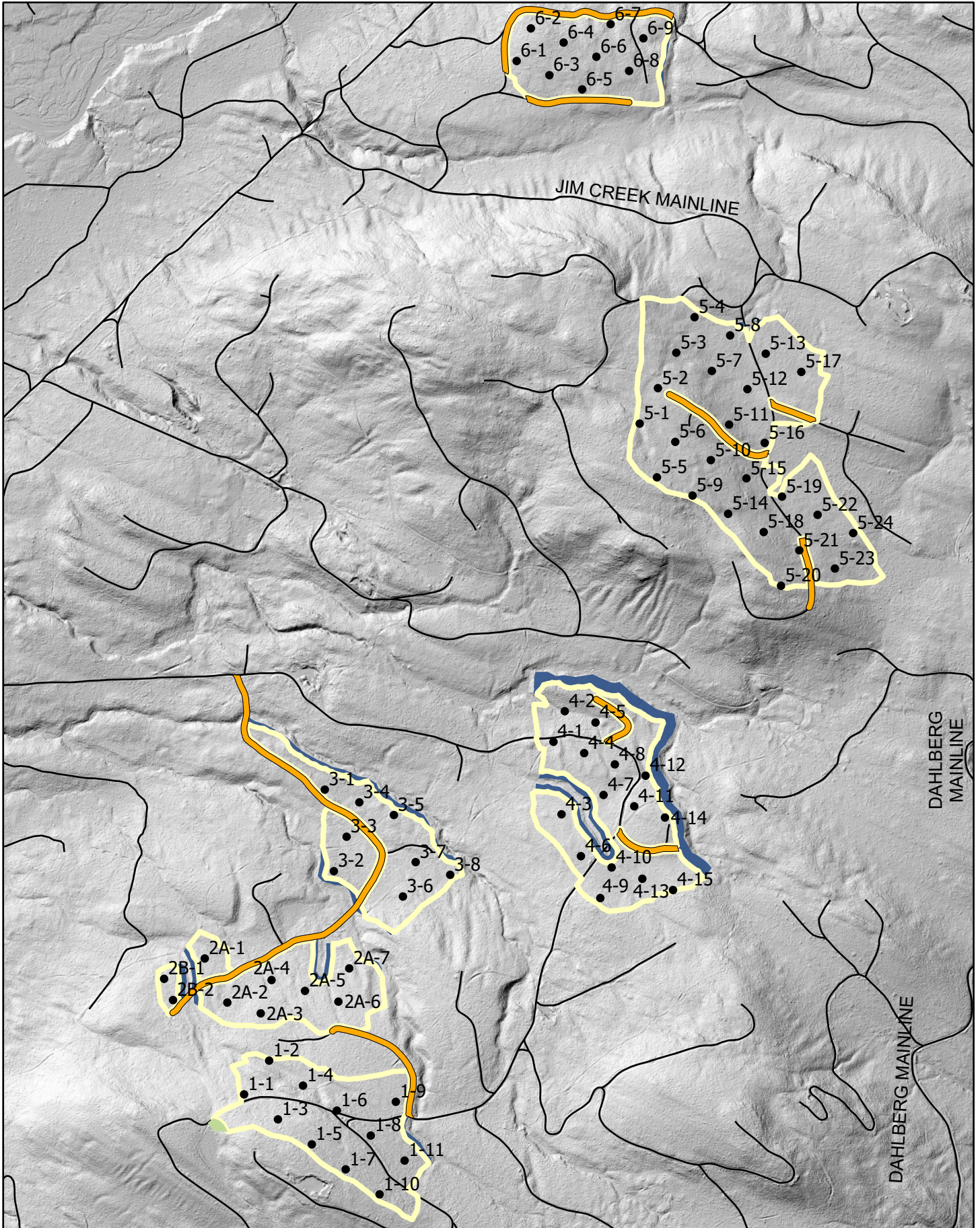
Unit Cruise Statistics: SYNDROME ROW

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 (%)
WH	42.5	151.6	37.9	121.2	20.3	5.1	5,150	153.0	38.2
DF	30.0	150.1	37.5	123.1	45.0	13.6	3,694	156.7	39.9
RA	10.0	230.9	57.7	77.8	22.6	11.3	778	232.0	58.8
BC	2.5	400.0	100.0	118.7	0.0	0.0	297	400.0	100.0
ALL	85.0	59.2	14.8	116.7	33.7	6.0	9,918	68.2	16.0

Unit Summary: SYNDROME ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	17.0	70	86	309	297	4.1	1.6	2.5	0.6	5.6
DF	LIVE	CUT	11	ALL	17.5	66	82	3,744	3,694	1.3	18.0	30.0	7.2	70.2
RA	LIVE	CUT	4	ALL	9.3	41	63	778	778	0.0	21.2	10.0	3.3	14.8
WH	LIVE	CUT	16	ALL	13.5	51	82	5,150	5,150	0.0	42.8	42.5	11.6	97.8
ALL	LIVE	CUT	32	ALL	13.7	52	77	9,981	9,918	0.6	83.6	85.0	22.6	188.4
ALL	ALL	CUT +LEAVE	32	ALL	13.7	52	77	9,981	9,918	0.6	83.6	85.0	22.6	188.4

Syndrome SWT - NW





**Forest Practices Application/Notification
Notice of Decision**

FPA/N No: 2819440

Effective Date: 7/25/2024

Expiration Date: 7/25/2027

Shut Down Zone: 658

EARR Tax Credit: Eligible Non-eligible

Reference: Syndrome

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

[Empty box for conditions on approval/reasons for disapproval]

Issued By: Bryent Daugherty

Region: Northwest Region

Title: Resource Protection Forester

Date: 7/25/2024

Copies to: Landowner, Timber Owner, and Operator

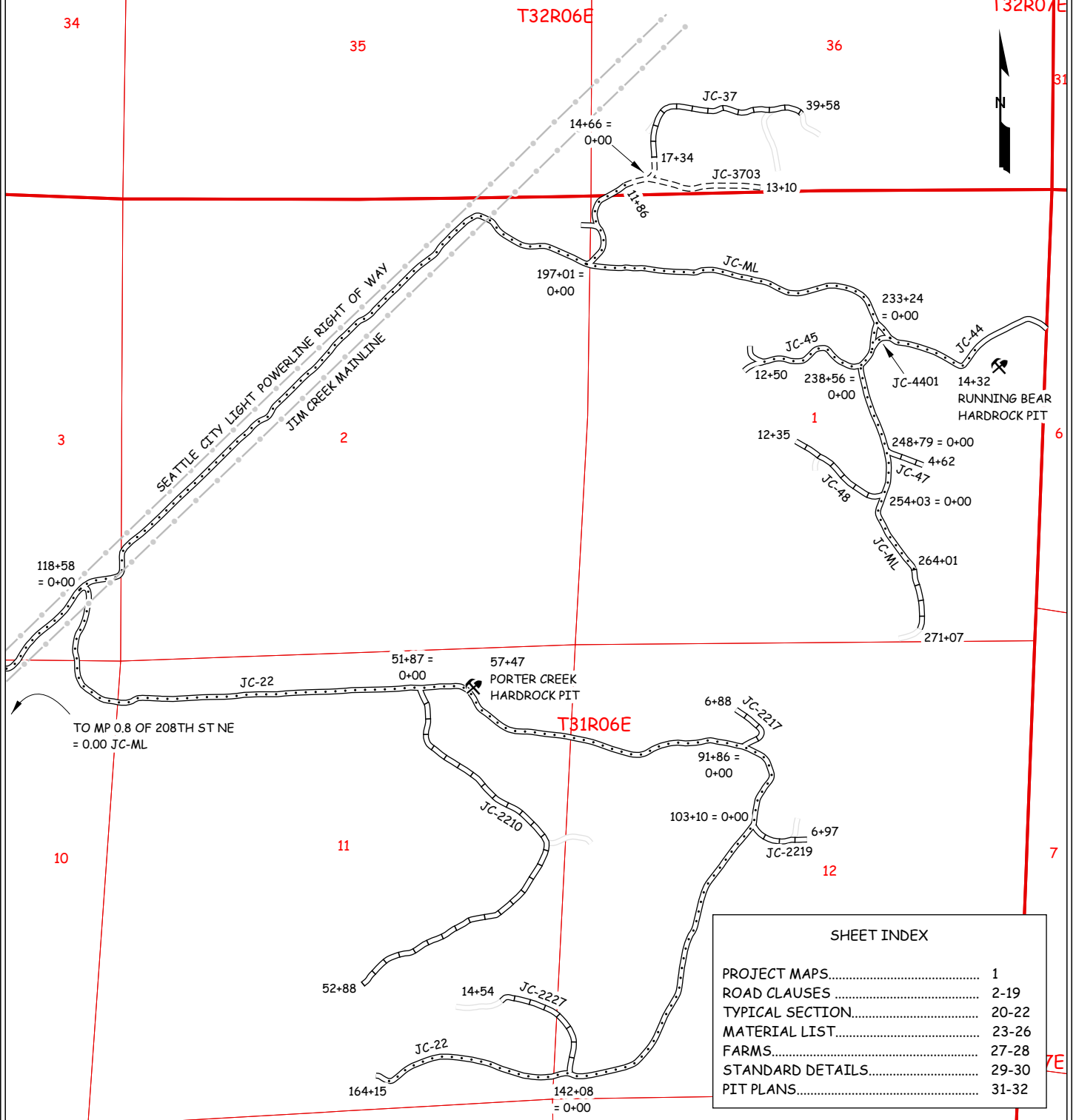
Issued in person: LO TO OP By: T. Guard  Date: 7/25/2024



ROAD PLAN AND SPECIFICATIONS

#30-106448 SYNDROME SWT TIMBER

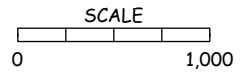
SALE



TO MP 0.8 OF 208TH ST NE
= 0.00 JC-ML

SHEET INDEX	
PROJECT MAPS.....	1
ROAD CLAUSES	2-19
TYPICAL SECTION.....	20-22
MATERIAL LIST.....	23-26
FARMS.....	27-28
STANDARD DETAILS.....	29-30
PIT PLANS.....	31-32

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



DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
SYMMANK	STUART 3/25/2024	STUART 3/25/2024	03/06/2024	1 OF 32

STATE OF WASHINGTON DEPARTMENT OF
NATURAL RESOURCES

SYNDROME SWT TIMBER SALE ROAD PLAN
SNOHOMISH COUNTY
CASCADE DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-106448

STAFF ENGINEER: D. SYMMANK

DATE: MARCH 6, 2024

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>
JC-ML	0+00 to 264+01	PRE-HAUL MAINTENANCE
JC-ML	264+01 to 271+07	RECONSTRUCTION
JC-22	0+00 to 164+15	PRE-HAUL MAINTENANCE
JC-2210	0+00 to 52+88	RECONSTRUCTION
JC-2217	0+00 to 6+88	RECONSTRUCTION
JC-2219	0+00 to 6+97	RECONSTRUCTION
JC-2227	0+00 to 14+54	RECONSTRUCTION
JC-37	0+00 to 11+86	PRE-HAUL MAINTENANCE
JC-37	11+86 to 17+34	CONSTRUCTION
JC-37	17+34 to 39+58	RECONSTRUCTION
JC-3703	0+00 to 13+10	CONSTRUCTION
JC-44	0+00 to 14+32	PRE-HAUL MAINTENANCE
JC-4401	0+00 to 2+68	PRE-HAUL MAINTENANCE
JC-45	0+00 to 12+50	PRE-HAUL MAINTENANCE
JC-47	0+00 to 4+62	RECONSTRUCTION
JC-48	0+00 to 12+35	RECONSTRUCTION

0-4 CONSTRUCTION

Construction includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, landing and turnout construction, culvert installation, and application of 3-inch minus ballast.

0-5 RECONSTRUCTION

Reconstruction includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, landing and turnout construction, culvert installation, and application of 3-inch minus ballast.

0-6 PRE-HAUL MAINTENANCE

Pre-haul maintenance includes, blading, shaping, and ditching the road surface, and culvert installation.

0-7 POST-HAUL MAINTENANCE

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop existing rock sources. Rock source development may involve clearing, stripping, and blasting. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure periods unless authorized in writing by the Contract Administrator.

<u>Activity</u>	<u>Closure Period</u>
Rock hauling, construction, reconstruction, or maintenance	November 1 to March 31

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following roads, Purchaser shall use a grader to shape the existing surface before hauling.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
JC-ML	0+00 to 264+01	– As directed by Contract Administrator.
JC-22	0+00 to 164+15	
JC-37	0+00 to 11+86	
JC-44	0+00 to 14+32	
JC-4401	0+00 to 2+68	
JC-45	0+00 to 12+50	

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before application of rock and must be done in accordance with the TYPICAL SECTION. Pulling ditch material across the road or mixing in with the road surface is not allowed.

2-8 MAINTAINING EROSION CONTROL STRUCTURES

Purchaser shall clean and maintain all erosion control structures. Work must be completed before hauling of rock or timber and must be done as approved by the Contract Administrator. Excavated material must be scattered outside the grubbing limits.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-5 CLEARING

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

3-8 PROHIBITED DECKING AREAS

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

- 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

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris before application of rock.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 50%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can 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 in natural openings unless otherwise detailed in this road plan.

SECTION 4 – EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions must be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-5 CUT SLOPE RATIO

Purchaser shall construct excavation slopes no steeper than shown on the following table, unless construction staked or designed:

<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

Purchaser shall construct embankment slopes no steeper than shown on the following table, unless construction staked or designed:

<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.

4-21 TURNOUTS

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

4-22 TURNAROUNDS

Purchaser shall construct turnarounds in accordance with the TURNAROUND DETAIL on all roads. Turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Purchaser shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified on the MATERIALS LIST and as needed. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 50% if the waste material is compacted and free of organic debris. On side slopes greater than 50%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas approved by the Contract Administrator.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material 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.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

SECTION 5 – DRAINAGE

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the MATERIAL LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-24.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the MATERIAL LIST that are not installed will become the property of the state. Purchaser shall stockpile materials as directed by the Contract Administrator.

5-15 CULVERT INSTALLATION

Culvert installation must 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 must be installed in a manner consistent with the manufacturer's recommendations. Culverts over 18 inches diameter shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 36 inches in diameter and over before backfilling.

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

All culverts must 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 must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes must be staked on both sides at a maximum interval of 10 feet with 6-foot heavy-duty steel posts and fastened securely to the posts in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must 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 may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

5-27 ARMORING FOR STREAM CROSSING CULVERTS

At stream crossing culverts, Purchaser shall place riprap in conjunction with construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the MATERIALS LIST or as directed by the Contract Administrator. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
PORTER CREEK Hardrock Pit	JC-22 57+47	3-inch minus ballast, Shot rock, and Rip rap
RUNNING BEAR Hardrock Pit	JC-44 14+32	3-inch minus ballast, Shot rock, and Rip rap

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER

Purchaser shall conduct rock source development and use at the following sources, in accordance with a written ROCK SOURCE DEVELOPMENT PLAN to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any rock source operations. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN and approved in writing by the Contract Administrator.

<u>Source</u>	<u>Rock Type</u>	<u>Use requirements</u>
PORTER CREEK Hardrock Pit	JC-22 57+47	- See attached pit plan maps.
RUNNING BEAR Hardrock Pit	JC-44 14+32	- Approval by Contract Administrator prior to use.

Rock source development plans prepared by the Purchaser must show the following information:

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications:

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

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

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.

- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.

6-23 ROCK GRADATION TYPES

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

6-34 3-INCH MINUS BALLAST ROCK

Ballast rock must be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock may contain no more than 5 percent organic debris, dirt, and trash. All percentages are by weight.

6-42 CLEAN ROCK, SHOT BALLAST

No more than 10 percent of the rock by weight may exceed 12 inches in any dimension and no rock may be larger than 18 inches in any dimension. Shot Ballast rock may not contain more than 5 percent by weight of organic debris, dirt, and trash.

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%	300 lbs. to 1 ton (18"- 36")
15% to 80%	50 lbs. to 500 lbs. (8"- 18")
10% to 20%	50 lbs. max (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 3 ton (36" - 54")
70% to 90%	500 lbs. to 1½ ton (24" - 42")
10% to 30%	50 lbs. max (3" - 8")

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths are defined as the compacted depths using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION are loose 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. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the TYPICAL SECTION. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted by routing equipment over the entire width.

6-73 ROCK FOR WIDENED PORTIONS

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

SECTION 7 – STRUCTURES

7-70 GATE CLOSURE

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

<u>Road</u>	<u>Station</u>
JC-ML	0+00

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 25 feet of a stream or wetland. Soils must be covered before the first anticipated storm event.

8-15 REVEGETATION

Purchaser shall spread seed and fertilizer on all exposed soils within the grubbing limits resulting from road work activities using manual dispersal. Other methods of covering must be approved in writing by the Contract Administrator.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed and fertilizer.

8-17 REVEGETATION TIMING

Purchaser shall revegetate during the first available opportunity after road work is completed. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover may consist of straw, jute matting, or clear plastic sheets. The protective cover requirement may be waived in writing by the Contract Administrator if Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Purchaser shall reapply the grass seed and fertilizer in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed and fertilizer at no additional cost to the state.

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 50 pounds per acre of exposed soil. Grass seed must meet the following specifications:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.

3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material
5. Seed must conform to the following mixture unless a comparable mix is approved in writing by the Contract Administrator.

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Creeping Red Fescue	50
Elf Perennial Rye Grass	25
Highland Colonial Bentgrass	15
White Clover	10
Inert and Other Crop	0.5

8-27 FERTILIZER

Purchaser shall evenly spread the fertilizer listed below on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer must meet the following specifications:

<u>Chemical Component</u>	<u>% by Weight</u>
Nitrogen	16
Phosphorous	16
Potassium	16
Sulphur	3
Inerts	49

SECTION 9 – POST-HAUL ROAD WORK

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-12 LANDING EMBANKMENT REMOVAL

The Purchaser shall reduce or relocate landing embankment, in a manner approved, in writing, by the Contract Administrator. Excavated material shall be placed in a waste area designated by the Contract Administrator.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-16 CORRUGATED ALUMINUM CULVERT

Aluminum culverts must meet AASHTO M-196 (ASTM A-745) specifications.

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts must be Type S – double walled with a corrugated exterior and smooth interior.

10-20 FLUME AND DOWNSPOUT

Downspouts and flumes must meet the AASHTO specification designated for the culvert. Plastic downspouts and flumes must be Type C – corrugated single walled pipe.

10-21 METAL BAND

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

10-22 PLASTIC BAND

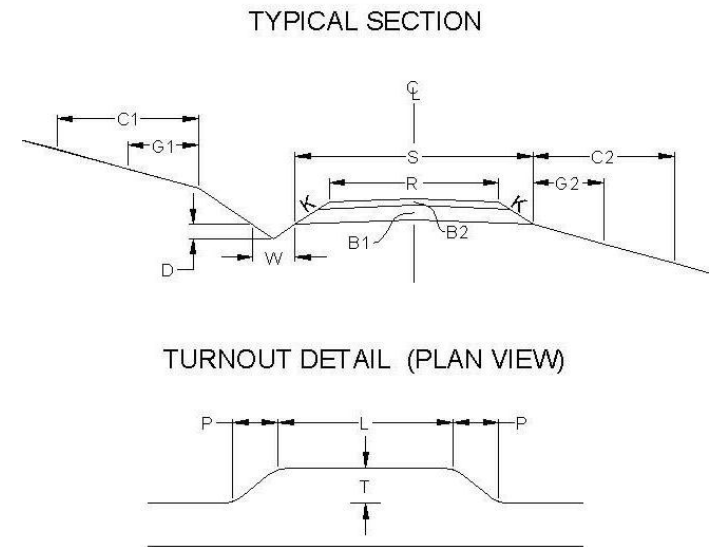
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used.

10-24 GAUGE AND CORRUGATION

Metal culverts must 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"

ROAD #		JC-ML	JC-ML	JC-ML	JC-22
REQUIRED / OPTIONAL		Required	Required	Required	Required
CONSTRUCT / RECONSTRUCT		Pre-Haul	Pre-Haul	Reconstruction	Pre-Haul
TOLERANCE CLASS (A/B/C)		C	C	C	C
STATION / MP TO		0+00	238+56	264+01	0+00
STATION / MP		238+56	264+01	271+07	164+15
ROAD WIDTH	R	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3
DITCH WIDTH	W	3	3	3	3
DITCH DEPTH	D	1	1	1	1
TURNOUT LENGTH	L	50	50	50	50
TURNOUT WIDTH	T	10	10	10	10
TURNOUT TAPER	P	25	25	25	25
GRUBBING	G1	--	--	5	--
	G2	--	--	5	--
CLEARING	C1	--	--	10	--
	C2	--	--	10	--
ROCK FILLSLOPE	K:1	1½	1½	1½	1½
❖ BALLAST DEPTH	B1	--	6	6	--
CUBIC YARDS / STATION		--	34	34	--
➤ TOTAL CY BALLAST		--	866	241	--
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		--	866	241	--
SUBGRADE WIDTH	S	--	13.5	13.5	--
BRUSHCUT (Y/N)		Y	Y	N/A	Y
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	N/A	Y



SYMBOL NOTES

- ❖ Specified Rock Depth is FINISHED COMPACTED DEPTH in inches.
- Specified Rock Quantity is LOOSE MEASURE (Truck Cubic Yards) needed to accomplish specified FINISHED COMPACTED DEPTH. Rock quantities include volume for turnouts, curve widening and landings.

Rock Totals Summary

Type	Quantity (Cubic Yards)
Shot rock	Optional fill material
Rip Rap	469
3-inch minus ballast	8,170

ROAD #		JC-2210	JC-2217	JC-2219	JC-2227	JC-37	JC-37	JC-37	JC-37
REQUIRED / OPTIONAL		Required	Required	Required	Required	Required	Required	Required	Required
CONSTRUCT / RECONSTRUCT		Reconstruction	Reconstruction	Reconstruction	Reconstruction	Pre-Haul	Construction	Reconstruction	Construction
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C	C
STATION / MP TO		0+00	0+00	0+00	0+00	0+00	11+86	17+34	0+00
STATION / MP		52+88	6+88	6+97	14+54	11+86	17+34	39+58	13+10
ROAD WIDTH	R	12	12	12	12	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3	3	3	3	3
DITCH WIDTH	W	3	3	3	3	3	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1	1	1
TURNOUT LENGTH	L	50	50	50	50	50	50	50	50
TURNOUT WIDTH	T	10	10	10	10	10	10	10	10
TURNOUT TAPER	P	25	25	25	25	25	25	25	25
GRUBBING	G1	5	5	5	5	--	5	5	5
	G2	5	5	5	5	--	5	5	5
CLEARING	C1	10	10	10	10	--	10	10	10
	C2	10	10	10	10	--	10	10	10
ROCK FILLSLOPE	K:1	1½	1½	1½	1½	1½	1½	1½	1½
❖ BALLAST DEPTH	B1	6	6	6	6	--	18	12	18
CUBIC YARDS / STATION		34	34	34	34	--	114	72	114
➤ TOTAL CY BALLAST		1,798	234	237	495	--	625	1,602	1,494
❖ SURFACING DEPTH	B2	--	--	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		1,798	234	237	495	--	625	1,602	1,494
SUBGRADE WIDTH	S	13.5	13.5	13.5	13.5	--	16.5	15	16.5
BRUSHCUT (Y/N)		N/A	N/A	N/A	N/A	Y	N/A	N/A	N/A
BLADE, SHAPE, & DITCH (Y/N)		N/A	N/A	N/A	N/A	Y	N/A	N/A	N/A

ROAD #		JC-44	JC-4401	JC-45	JC-47	JC-48			
REQUIRED / OPTIONAL		Required	Required	Required	Required	Required			
CONSTRUCT / RECONSTRUCT		Pre-Haul	Pre-Haul	Pre-Haul	Reconstruction	Reconstruction			
TOLERANCE CLASS (A/B/C)		C	C	C	C	C			
STATION / MP TO		0+00	0+00	0+00	0+00	0+00			
STATION / MP		14+32	2+68	12+50	4+62	12+35			
ROAD WIDTH	R	12	12	12	12	12			
CROWN (INCHES @ C/L)		3	3	3	3	3			
DITCH WIDTH	W	3	3	3	3	3			
DITCH DEPTH	D	1	1	1	1	1			
TURNOUT LENGTH	L	50	50	50	50	50			
TURNOUT WIDTH	T	10	10	10	10	10			
TURNOUT TAPER	P	25	25	25	25	25			
GRUBBING	G1	--	--	--	5	5			
	G2	--	--	--	5	5			
CLEARING	C1	--	--	--	10	10			
	C2	--	--	--	10	10			
ROCK FILLSLOPE	K:1	1½	1½	1½	1½	1½			
❖ BALLAST DEPTH	B1	--	--	--	6	6			
CUBIC YARDS / STATION		--	--	--	34	34			
➤ TOTAL CY BALLAST		--	--	--	158	420			
❖ SURFACING DEPTH	B2	--	--	--	--	--			
CUBIC YARDS / STATION		--	--	--	--	--			
➤ TOTAL CY SURFACING		--	--	--	--	--			
➤ TOTAL CUBIC YARDS		--	--	--	158	420			
SUBGRADE WIDTH	S	--	--	--	13.5	13.5			
BRUSHCUT (Y/N)		Y	Y	Y	N/A	N/A			
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	Y	N/A	N/A			

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
JC-ML	264+24	18	35	PD			2	3	L	NT	C			
JC-ML	266+22											Existing Waterbar		
JC-ML	267+73	18	35	PD			2	3	L	NT	C			
JC-ML	269+83											Existing Waterbar		
JC-2210	0+42	18	40	PD			2	3	L	NT	C			
JC-2210	1+97	18	35	PD			2	3	L	NT	C			
JC-2210	4+12	72	60	GM			50	100	H/L	NT	C	Type 4 Stream		
JC-2210	4+91	18	30	PD			2	6	L	NT	C			
JC-2210	5+79	18	35	PD			2	3	L	NT	C			
JC-2210	7+83											Existing Waterbar		
JC-2210	10+28											Existing Waterbar		
JC-2210	11+93	18	30	PD			2	3	L	NT	C			
JC-2210	14+83											Existing Waterbar		
JC-2210	16+46											Existing Waterbar		
JC-2210	19+61	18	35	PD			2	3	L	NT	C			
JC-2210	21+74											Existing Waterbar		
JC-2210	23+72	24	35	PD			3	6	H/L	NT	C			
JC-2210	24+14	18	35	PD			2	3	L	NT	C			
JC-2210	24+92	24	35	PD			3	6	H/L	NT	C	Type 5 Stream		
JC-2210	25+52	18	35	PD			2	3	L	NT	C			
JC-2210	28+17	24	35	PD			3	6	H/L	NT	C			

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
JC-2210	29+92	24	35	PD			6	6	H/L	NT	C			
JC-2210	31+32	48	40	PD			15	30	H/L	NT	C	Type 4 Stream		
JC-2210	32+38	18	30	PD			2	3	L	NT	C			
JC-2210	33+38											Existing Waterbar		
JC-2210	35+32	24	30	PD			6	6	H/L	NT	C	Type 4 Stream		
JC-2210	38+18	18	35	PD			2	3	L	NT	C			
JC-2210	39+03	18	30	PD			2	3	L	NT	C			
JC-2210	41+21	18	30	PD			2	3	L	NT	C			
JC-2210	42+74	24	30	PD			3	6	H/L	NT	C	Type 5 Stream		
JC-2210	43+21	18	30	PD			2	3	L	NT	C			
JC-2210	44+99	18	30	PD			2	3	L	NT	C			
JC-2210	46+25	18	30	PD			2	3	L	NT	C			
JC-2210	47+76	18	30	PD			2	3	L	NT	C			
JC-2210	50+05	30	30	PD			6	8	H/L	NT	C	Type 4 Stream		
JC-2210	51+01	18	30	PD			2	3	L	NT	C			
JC-2210	52+07											Existing Waterbar		
JC-2217	1+69											Existing Waterbar		
JC-2217	4+95											Existing Waterbar		
JC-2219	2+30											Existing Waterbar		

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

MATERIALS LIST

LOCATION		CULVERT			DWNSPT		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
JC-2227	1+45											Existing Waterbar		
JC-2227	3+45											Existing Waterbar		
JC-2227	6+48	18	30	PD			2	3	L	NT	C			
JC-2227	7+94											Existing Waterbar		
JC-2227	9+28	18	30	PD			2	3	L	NT	C			
JC-2227	10+60											Existing Waterbar		
JC-2227	11+93	18	30	PD			2	3	L	NT	C			
JC-2227	13+03	24	30	PD			3	6	H/L	NT	C	Type 5 Stream		
JC-37	11+86	18	35	PD			2	3	L	NT	C			
JC-37	15+12	18	35	PD			2	3	L	NT	C			
JC-37	18+72	18	35	PD			2	3	L	NT	C			
JC-37	19+98											Existing Waterbar		
JC-37	21+99	18	35	PD			2	3	L	NT	C			
JC-37	23+64											Existing Waterbar		
JC-37	26+18											Existing Waterbar		
JC-37	29+27	18	30	PD			2	3	L	NT	C			
JC-37	31+54	18	30	PD			2	3	L	NT	C			
JC-37	32+85	18	30	PD			2	3	L	NT	C			
JC-37	35+46	24	35	PD			3	6	H/L	NT	C	Type 5 Stream		
JC-37	36+57	18	30	PD			2	3	L	NT	C			
JC-37	38+15											Existing Waterbar		

GM – Galvanized Metal PS – Polyethylene Pipe Single Wall PD – Polyethylene Pipe Dual Wall AM – Aluminized Metal C – Concrete XX – PD or GM
 H – Heavy Loose Riprap L – Light Loose Riprap SR – Shot Rock NT – Native (Bank Run) QS – Quarry Spalls

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

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

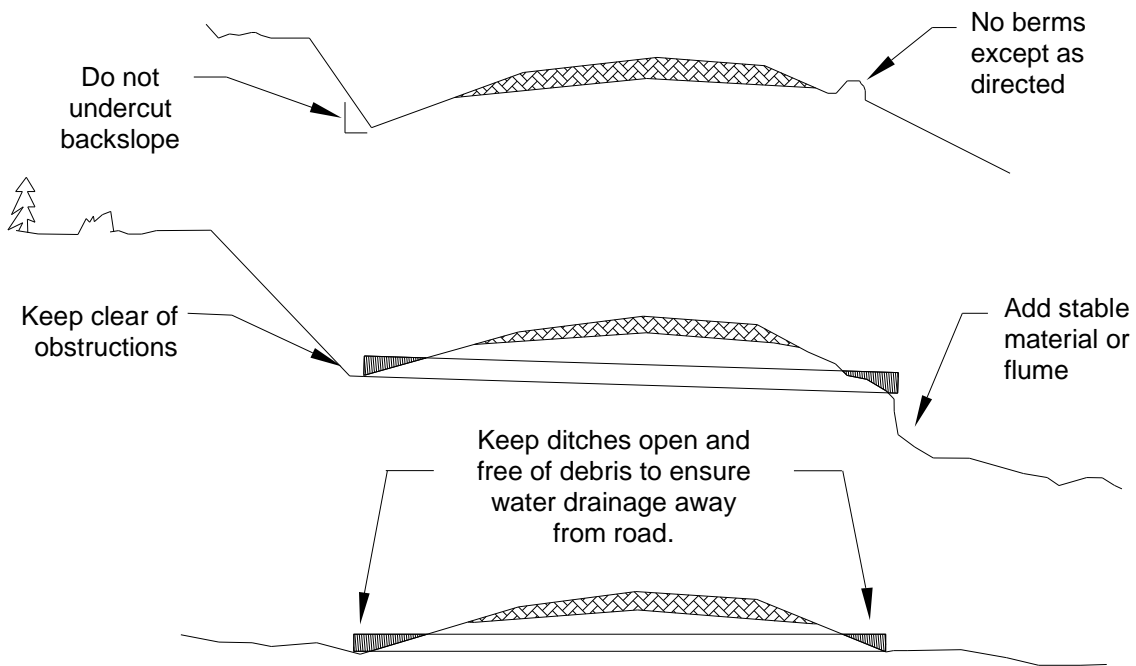
FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Termination of Use or End of Season

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

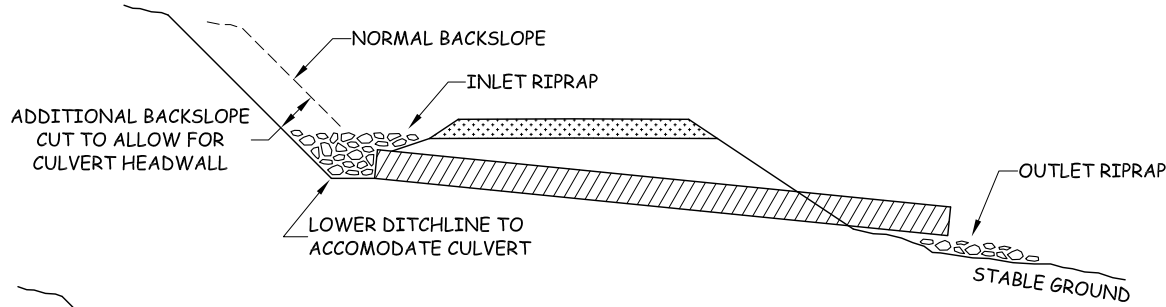
Debris

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

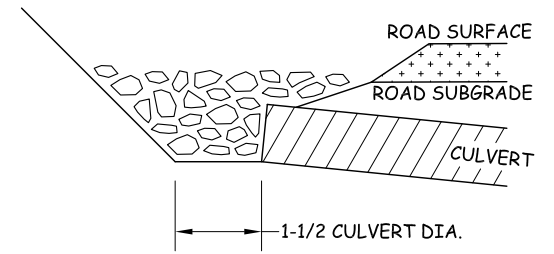


CULVERT AND DRAINAGE SPECIFICATIONS

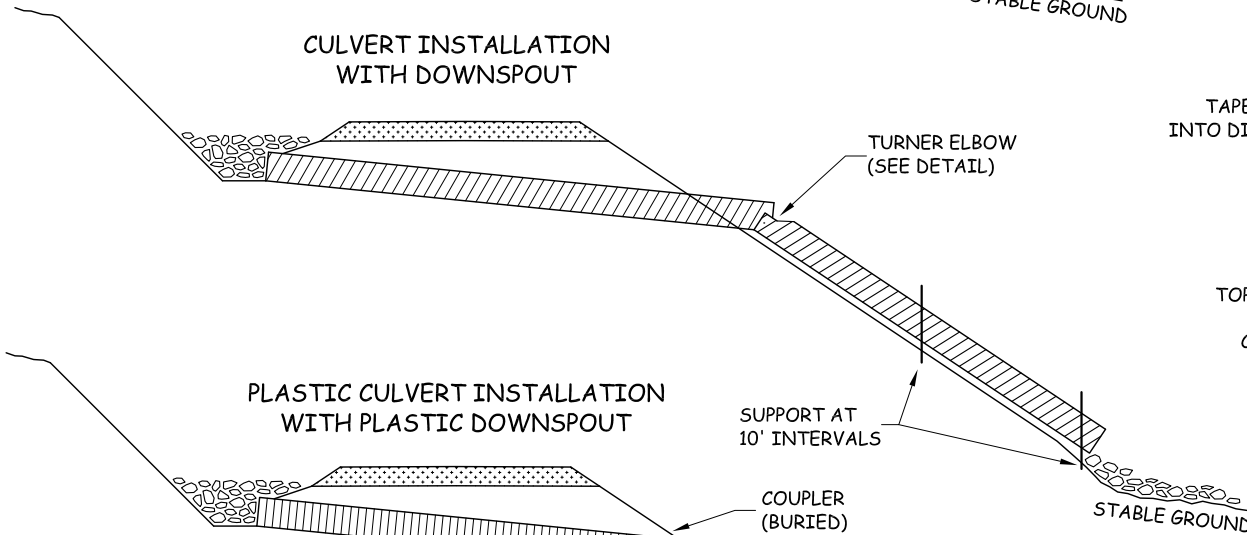
CULVERT INSTALLATION (TYPICAL)



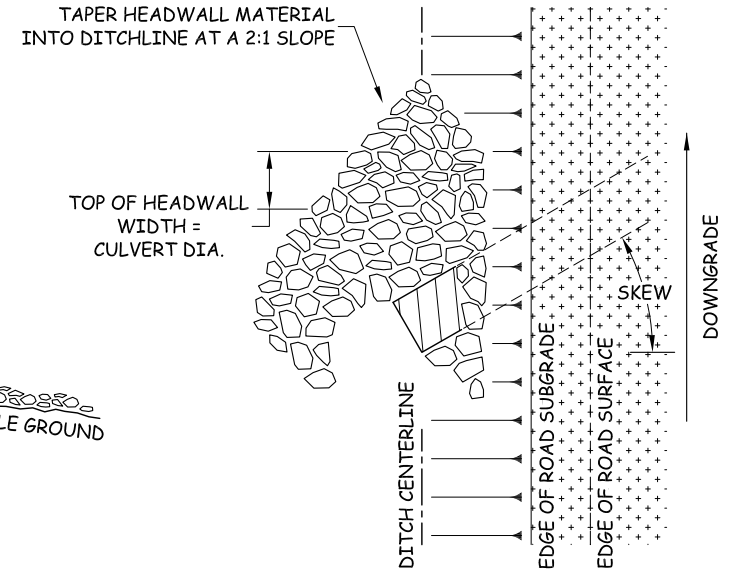
CULVERT HEADWALL - SECTION VIEW



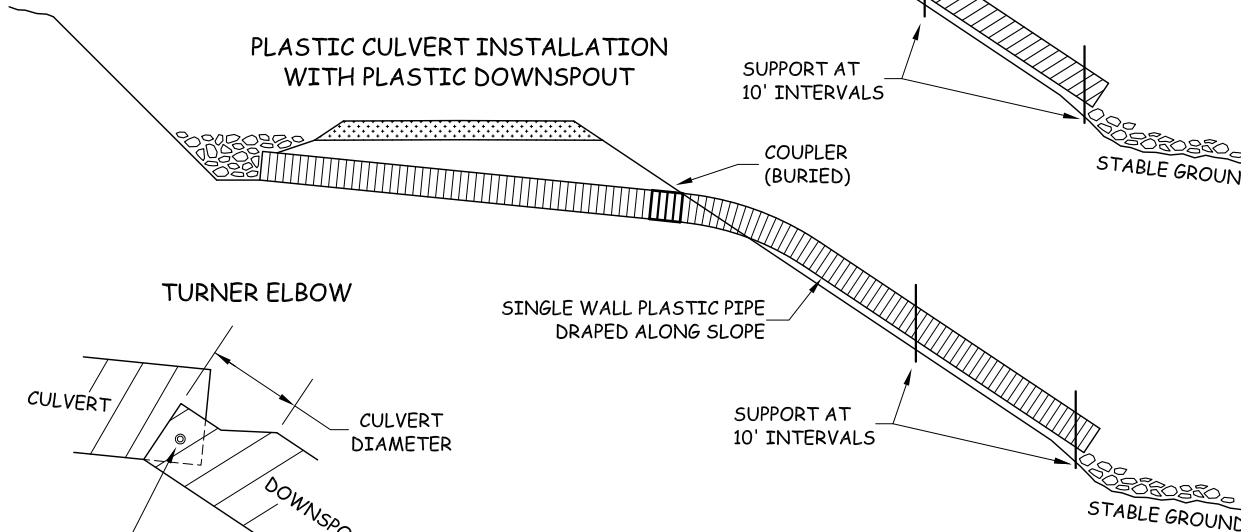
CULVERT INSTALLATION WITH DOWNSPOUT



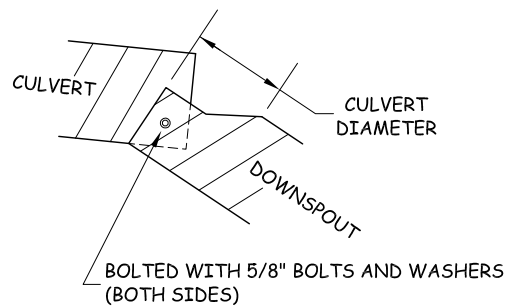
CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



TURNER ELBOW

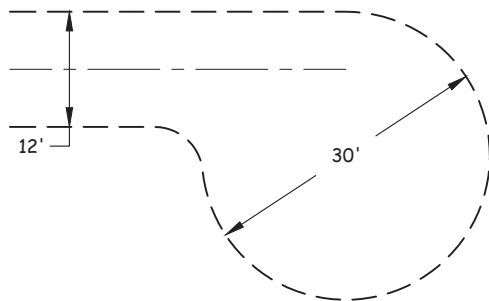
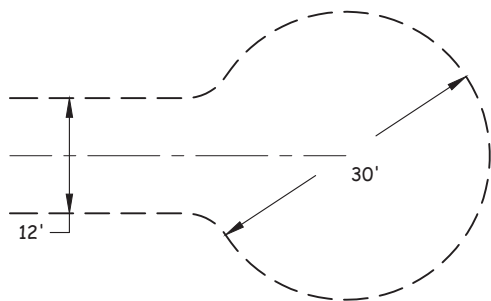


HEADWALL NOTE:

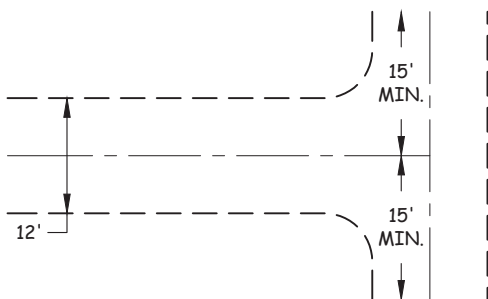
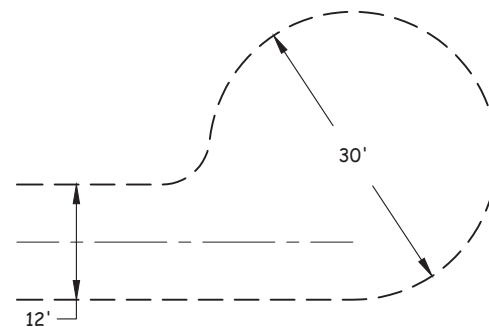
HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT #	PROJECT	SHEET
30-106448	SYNDROME	29 OF 32

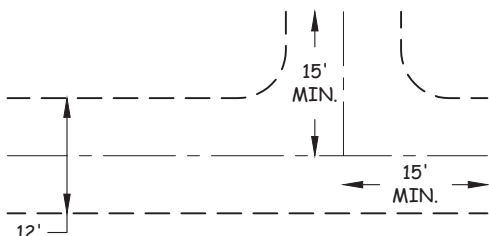
TURNAROUND DETAILS



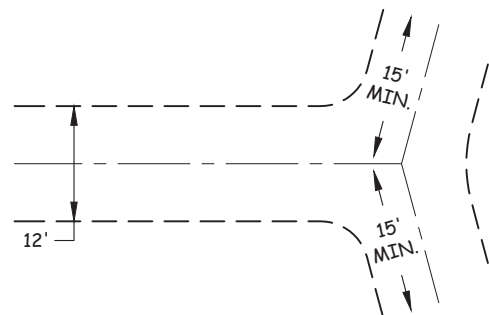
CUL-DE-SAC



HAMMERHEAD



3-POINT SIDE



3-POINT WYE

TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

ROCK SHALL BE APPLIED THROUGHOUT THE TURNAROUND TO THE SAME DEPTH AND SPECIFICATIONS AS LISTED IN THE TYPICAL SECTION.

CONTRACT #	PROJECT	SHEET
30-106448	SYNDROME	30 OF 32

ROCK SOURCE DEVELOPMENT PLAN
PORTER CREEK HARDROCK PIT

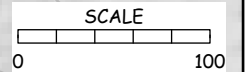


11

T31R06E

JC-22

1. PURCHASER TO SUBMIT PLAN FOR DEVELOPING THIS ROCK SOURCE
2. AN ONSITE MEETING WITH ENGINEER IS REQUIRED PRIOR TO WORK
3. SEE SECTION 6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER
4. SEE SECTION 6-12 ROCK SOURCE SPECIFICATIONS



LiDAR BASE 2017
10 FOOT CONTOURS

CONTRACT #
30-106448

PROJECT
SYNDROME

SHEET
31 OF 32

ROCK SOURCE DEVELOPMENT PLAN

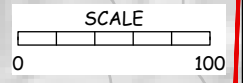
RUNNING BEAR HARDROCK PIT

1

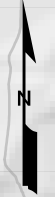
T31P03E

1,500 CUBIC YARD STOCKPILE NOT FOR USE WITHOUT PRIOR APPROVAL WHICH WILL REQUIRE REPLACEMENT IN KIND.

1. PURCHASER TO SUBMIT PLAN FOR DEVELOPING THIS ROCK SOURCE
2. AN ONSITE MEETING WITH ENGINEER IS REQUIRED PRIOR TO WORK
3. SEE SECTION 6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER
4. SEE SECTION 6-12 ROCK SOURCE SPECIFICATIONS



LiDAR BASE 2017
10 FOOT CONTOURS



CONTRACT #	PROJECT	SHEET
30-106448	SYNDROME	32 OF 32

SUMMARY - Road Development Costs

REGION: NW
DISTRICT: CASCADE

SALE/PROJECT NAME: SYNDROME SWT

CONTRACT #: 30-106448

ROAD NUMBERS:	JC-37, JC-3703	JC-ML, JC-2210, JC-2217, JC-2219, JC-ML, JC-22, JC-37, JC-44, JC-4401, JC-45		
ROAD STANDARD:	Construction	Reconstruction		Maintenance
NUMBER OF STATIONS:	18+58	127+54		469+52
CLEARING & GRUBBING:	\$3,335	\$26,151		\$0
EXCAVATION AND FILL:	\$8,671	\$15,267		\$0
MISC. MAINTENANCE:	\$59	\$31		\$6,598
ROAD ROCK:	\$25,894	\$67,485		\$9,951
ROCK STOCKPILE PROD:	\$0	\$0		\$0
CULVERTS AND FLUMES:	\$2,951	\$42,319		\$1,528
STRUCTURES:	\$0	\$0		\$0
MOBILIZATION:	\$1,293	\$4,352		\$2,355
TOTAL COSTS:	\$42,203	\$155,604		\$20,432
COST PER STATION:	\$2,271	\$1,220		\$30
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$0		
		TOTAL (All Roads) =		\$218,239
Pre-Cruise Estimated Sale Volume		SALE VOLUME MBF =		2,500
		TOTAL \$/MBF =		\$87

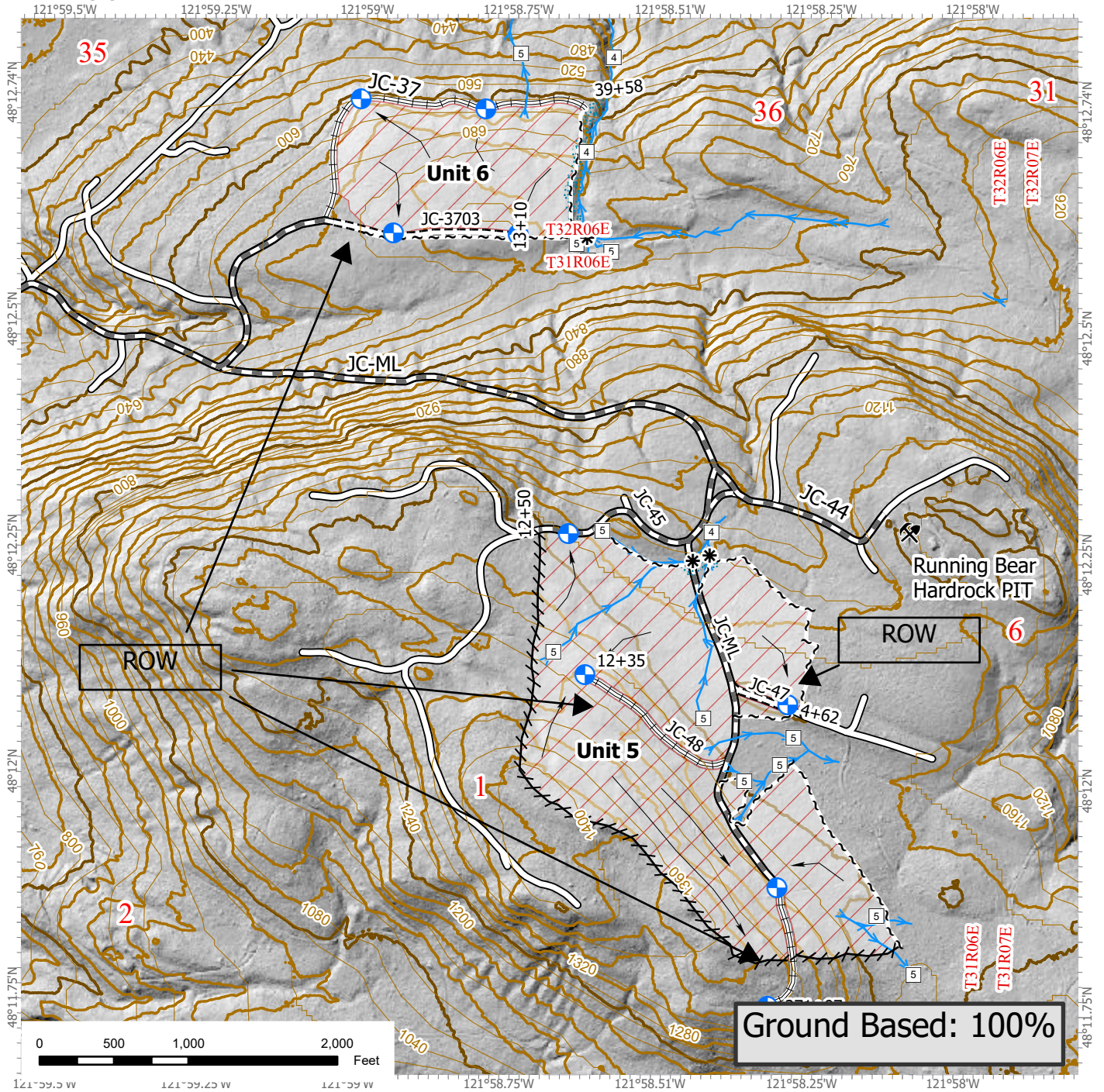
Compiled by: Symmank

Date: 03/08/24

LOGGING PLAN MAP

SALE NAME: SYNDROME SWT
AGREEMENT #: 30-106448
TOWNSHIP(S): T31R6E, T32R6E
TRUST(S): Capital Grant (7), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1650



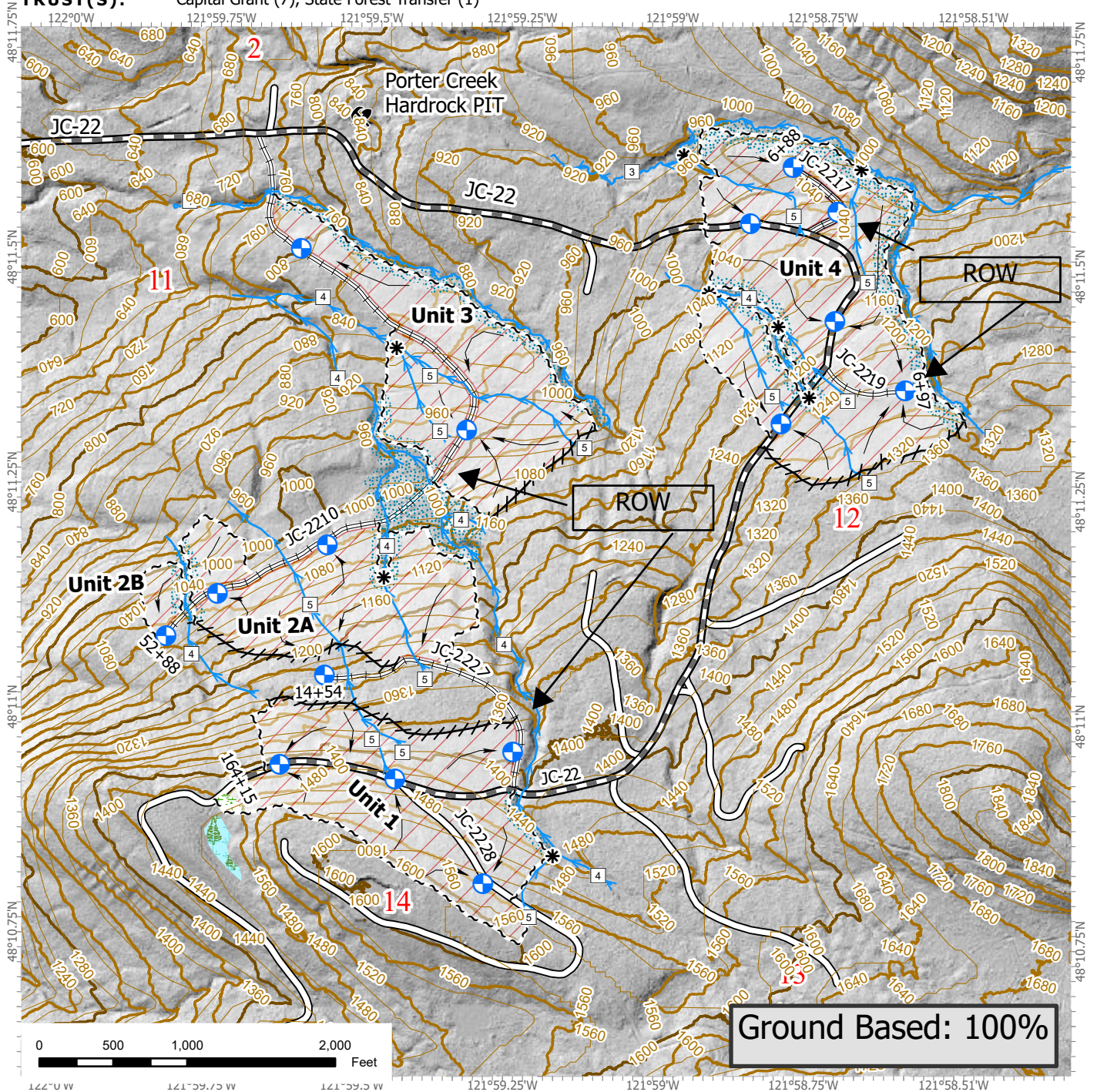
Ground	Sale Boundary Tags	Landing - Proposed
Riparian Mgt Zone	Flag Line	Rock Pit
Ground	Streams	Existing Roads
	Stream Type	Required Pre-Haul Maintenance
	Stream Break	Required Construction
		Required Reconstruction



LOGGING PLAN MAP

SALE NAME: SYNDROME SWT
AGREEMENT #: 30-106448
TOWNSHIP(S): T31R6E, T32R6E
TRUST(S): Capital Grant (7), State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Snohomish
ELEVATION RGE: 600-1650



Logging Methods	Sale Boundary Tags	Landing - Proposed
Forested Wetland	Flag Line	Rock Pit
Wetland Mgt Zone	Streams	Existing Roads
Riparian Mgt Zone	Stream Type	Required Pre-Haul Maintenance
Ground	Stream Break	Required Reconstruction



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PAGE
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RECORDED
State of Wash
1975 JUL 1 PM 3 34
OFFICIAL RECORDS

Dept Natural Resources
Olympia, wa
98504

n7

HENRY B. WHALEN, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY
Betty Danielson

EASEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 19 75, by and between JOHN R. BRUCKART, JR., a married man, conveying as his sole and separate property, STEVEN RICHARD SPRAGUE, DELBERT R. TAYLOR, MAE TAYLOR, RALPH LEE TAYLOR, PATRICIA ANN TAYLOR, MARY ELLEN HOGLE, NANCY MAE TAYLOR and JUDITH LYNNE TAYLOR, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

Grantor, for and in consideration of One Hundred Thousand and No/100 Dollars (\$100,000.00), hereby grants and conveys to the State, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width over and across the lands in Snohomish County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown in red on the attached "Exhibit B."

The rights granted herein are limited to the lands within the boundary shown in green on the attached "Exhibit B."

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of said existing roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities, within the boundaries of the agreement area.

2. Grantor reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the State herein.

3. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the State herein.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) the appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) a method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

NO SALES TAX
REQUIRED

JUL 1 1975

2393795

OFFICIAL RECORDS
VOL 879 PAGE 473
KIRKE SEEVERS, Snohomish County Treasurer
Richard Chayka

5. A party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

7. Grantor reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted.

8. The State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein: provided, that when the State or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify Grantor thereof.

9. The State shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes to:

(a) obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence;

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

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) deliver to Grantor a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Grantor ten (10) days' written notice prior to any cancellation or modification.

10. Suggested speed limits may be posted at critical points, such as near, but not limited to residences, bridges, and/or other areas as agreed to in writing by the parties. The Grantor shall be responsible for posting and maintaining such suggested speed limit signs. The suggested speed limit posting shall be in compliance with all State laws, but in no case shall the speed limit be less than fifteen (15) miles per hour, except in areas of bridges and permanent residences, where it is recommended that a suggested speed be five (5) miles per hour.

NOW THEREFORE:

1. State shall make arrangements to pay to Grantor the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), for the rights granted to State by Grantor in the easement. It is the intention of State, in the management of State's lands in the easement area, to make available for purchase as soon as is practical and in accordance with R.C.W. 79.01.184, that timber which is mature and ready for harvest so that the obligation incurred by the State hereunder may be extinguished within a period of five (5) years from the date hereof.

2. In the event that Grantor is the successful purchaser of a State timber sale in said area, payment at the same rate as would have been paid by any other purchaser shall be credited and included as payment on the total State obligation.

3. State may accelerate the payment of the unpaid balance of the total sum set forth in Paragraph III, 1. with appropriated or other funds if such become available.

4. When Grantor has received the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), no further payment shall be required of purchasers of State timber, or other valuable materials, pursuant to this Agreement and State shall thereafter have free use of said road system, except for pro rata share of maintenance, replacement and improvement as set forth in Part II.

Easement No. 1243
db

EZERASE
COTTON CONTENT

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate as of the day and year first above written.

John R. Bruckart
JOHN R. BRUCKART, JR., a married man conveying as his sole and separate property

→ Steven Richard Sprague
STEVEN RICHARD SPRAGUE

BY: John R. Bruckart
JOHN R. BRUCKART, JR., attorney in fact for STEVEN RICHARD SPRAGUE

Delbert R. Taylor
DELBERT R. TAYLOR

Mae Taylor
MAE TAYLOR

→ Ralph Lee Taylor
RALPH LEE TAYLOR

→ Patricia Ann Taylor
PATRICIA ANN TAYLOR

→ Mary Ellen Hogle
MARY ELLEN HOGLE

→ BY: Delbert R. Taylor
DELBERT R. TAYLOR, attorney in fact for MARY ELLEN HOGLE

→ Nancy Mae Mason Nancy Mae Taylor
NANCY MAE TAYLOR

BY: Delbert R. Taylor
DELBERT R. TAYLOR, attorney in fact for NANCY MAE TAYLOR

→ Judith Lynne Taylor
JUDITH LYNNE TAYLOR

→ BY: Delbert R. Taylor
DELBERT R. TAYLOR, attorney in fact for JUDITH LYNNE TAYLOR

MILLERS FALLS
EZERASE
COTTON CONTENT

OFFICIAL RECORDS

EXHIBIT A

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SE $\frac{1}{4}$ SE $\frac{1}{4}$	3	31N	6E
N $\frac{1}{2}$ SE $\frac{1}{4}$	9	31N	6E
E $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	10	31N	6E
N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	11	31N	6E
NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$	14	31N	6E
E $\frac{1}{2}$ NE $\frac{1}{4}$	15	31N	6E
N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	22	31N	6E
N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	23	31N	6E

Easement No. 1243

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 BERT L. COLE, Commissioner of Public Lands

Form No. _____
 Name _____

County SNOHOMISH
 District NW

T 31 N R 6E W.M.

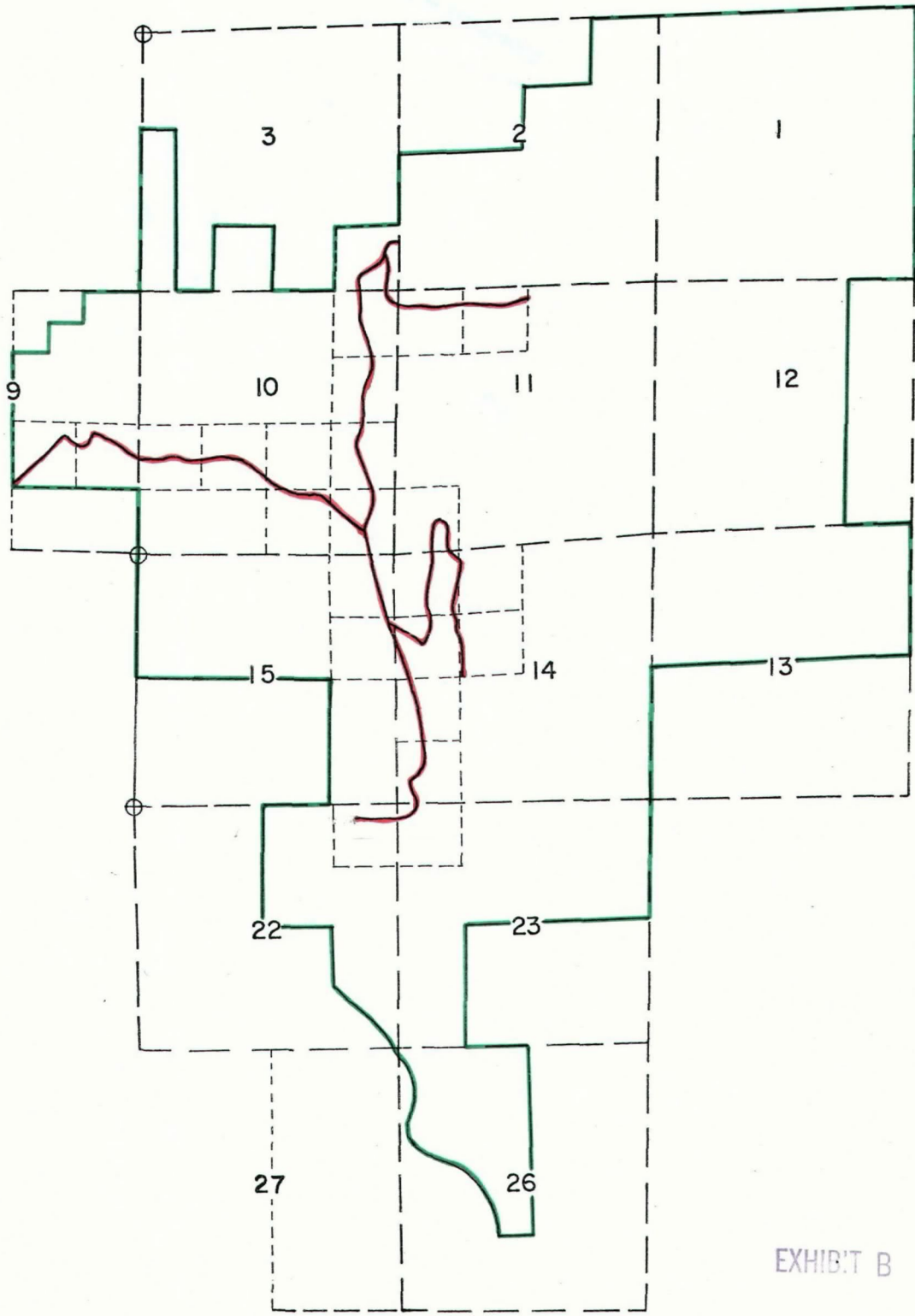


EXHIBIT B

R/W = 60'
 SCALE: 2" = MILE

DRAWN BY: _____
 DATE: _____

(CORNERS)

○ APPROXIMATE ⊙ ACCURATE ⊕ COINCIDENT ⊕ OTHER AGENCY 1/16

2393795

OFFICIAL RECORDS
 VOL 879 PAGE 481

DOCUMENT INFORMATION
EXCHANGE ROAD

Application No: 55-002705
Region: NORTHWEST
County: SNOHOMISH
Grantee: DEPARTMENT OF NATURAL RESOURCES
Grantor: JIM CREEK PROPERTIES

Description

Portions of:	Sec	Twp	Rge	Trust	
E2E2	10	31N	06E	Private	(00)
W2SW4	14	31N	06E	Private	(00)
E2E2	15	31N	06E	Private	(00)

Acres: Unknown± **Miles:** Unknown±

Special Notations

File recreated. Encumbrance document dated October 23, 1998. See exchange easement file 50-070342.

Title Examiner: Denise Sullivan

Date: November 19, 2008

Register/TB _____



Proof read by: _____



Date: _____

12/11/2008



9901190443
 01/19/99 12:18
 p.0040 Recorded
 Snohomish County

AFTER RECORDING RETURN TO:

Washington State Dept. of Natural Resources
 Land Survey Section
 PO Box 47060
 Olympia WA 98504-7060

9901190443

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
 INDEXING FORM (Cover Sheet)

Document Title: Settlement Agreement (including Mutual Releases,
 Boundary Line Agreement, and Easement Exchange)

Grantor: State of Washington, Dept. of Natural Resources
 & Jim Creek Properties

Grantee: State of Washington, Dept. of Natural Resources
 & Jim Creek Properties

Abbreviated legal Description: Sections 2, 3, 9, 10, 11, 14, 15, 22, and 23, T31N R6E, WM.

Assessor's Tax Parcel ID#: 153106-1-002-0006

Cross References: Record of Survey filed under Auditor's File #9809245004;
 Snohomish County Superior Court Cause No. 96-2-01938-9

6007
COPY

SETTLEMENT AGREEMENT
(INCLUDING MUTUAL RELEASES
AND BOUNDARY LINE AGREEMENT)

NOV 23 1998

This Settlement Agreement (including Mutual Releases and Boundary Line Agreement) ("Settlement Agreement") is made and entered into this ~~23rd~~^{October} day of ~~September~~, 1998, between STEPHEN RICHARD SPRAGUE, RALPH LEE TAYLOR, JUDITH LYNNE TAYLOR, NANCY TAYLOR MASON, and MARY ELLEN HOGLE, d/b/a JIM CREEK PROPERTIES, and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources.

RECITALS

A. Jim Creek Properties ("Jim Creek") is a Washington general partnership comprised of Stephen Richard Sprague, Ralph Lee Taylor, Judith Lynne Taylor, Nancy Taylor Mason, and Mary Ellen Hogle. Jim Creek owns property in Township 31 N., Range 6 E., WM, Snohomish County, Washington ("Jim Creek's property"). The legal description of Jim Creek's property is attached on Exhibit A. For more than 40 years, Jim Creek and its predecessors in interest have maintained Jim Creek's property as a tree farm for the purpose of harvesting merchantable timber from time to time.

B. The Washington Department of Natural Resources ("DNR") is a department of the state of Washington ("State") pursuant to RCW Ch. 43.30, which manages state-owned real property abutting Jim Creek's property in Township 31 N., Range 6 E., WM, Snohomish County, Washington ("State's

9901190443

property"). The legal description of the State's property abutting Jim Creek's property is attached on Exhibit B.

C. Township 31 N., Range 6 E., WM was first surveyed in the 1870s and 1880s. The original survey by O. B. Iverson appears to be plagued with errors in some portions of the township.

D. In about 1992, Jerry R. Broadus, a registered professional land surveyor in the state of Washington (Certificate No. 17660), d/b/a Geometrix Surveying, Inc., performed a survey of Jim Creek's property ("the Broadus survey"). The record of survey of the Broadus survey was recorded in Snohomish County in October 1992 under AP9210095001. In support of the survey, Mr. Broadus recorded various land corner records.

~~E. Beginning in approximately 1983, DNR began to survey state-~~
owned property in Township 31 N., Range 6 E., WM. In January 1993, DNR recorded its survey in Snohomish County under AP9301205002. Subsequently, DNR filed other surveys of land in Township 31 N., Range 6 E., WM. These were recorded as AF9309015002 and AF9310065001. (These surveys will be referred to collectively as "the DNR survey.")

F. The Broadus survey and the DNR surveys are inconsistent and establish the boundary between Jim Creek's property and the State's property
in Sections 11, 14, 15, 22 and 23 at different positions on the ground.

G. In December 1972 and in June 1975, Jim Creek and DNR entered into cutting line agreements, true and correct copies of which are attached as

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Exhibits C and D ("the Cutting Line Agreements"). Jim Creek and DNR engaged in timber harvesting based on these Cutting Line Agreements.

H. In March 1996, Jim Creek filed a Complaint to Quiet Title and for Declaratory Relief against the state of Washington in the Superior Court for Snohomish County ("the lawsuit"). The lawsuit was assigned cause No. 96-2-01938-9. In essence, Jim Creek asked the court to establish boundaries between Jim Creek's property and the State's property according to the Broadus survey and to declare plaintiffs' and defendant's rights and duties pursuant to the Cutting Line Agreements, pursuant to RCW 7.24.020. The state of Washington answered, denying plaintiffs' allegations, and asserting affirmative defenses and counterclaims.

~~I. Jim Creek and DNR have engaged in settlement discussions~~
from time to time regarding the issues raised in the lawsuit. At a mediation on December 17, 1997, the parties reached a settlement and entered a Memorandum of Proposed Settlement, a copy of which is attached as Exhibit E. The purpose of this Settlement Agreement (including Mutual Releases and Boundary Line Agreement) is to memorialize the settlement of the parties in order to resolve all claims between them regarding their property in Township 31 N., Range 6 E., WM, whether or not raised in the above-
referenced lawsuit, including dismissal of the lawsuit.

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AGREEMENT

Based upon the mutual covenants contained herein, the parties agree as follows:

1. Jim Creek and DNR agree that the boundary of Jim Creek's and the State's properties in Township 31 N., Range 6 E., WM, is hereby established according to the DNR survey. The mutually accepted boundary line is reflected on the "Map Showing Agreed Boundary Lines, Snohomish County SC # 96-2-01938-9," attached as Exhibit F. This Settlement Agreement, including exhibits, shall be filed with the Snohomish County Auditor and the Clerk of the Superior Court.

2. ~~Notwithstanding the parties' acceptance of the DNR survey to establish the boundary between Jim Creek's property and the State's property~~ as provided in paragraph 1, Jim Creek and DNR agree that Jim Creek shall have the exclusive right, title, and license to enter and harvest timber on the State's property in Sections 11, 14, 22 and 23, Township 31 N., Range 6 E., WM, between the lines delineated by the Broadus survey and the boundary lines delineated by the DNR survey, for a period of sixty (60) years from the date of this Settlement Agreement. This area is depicted on the "Map Showing Agreed Boundary Lines, Snohomish County SC # 96-2-01938-9," attached as Exhibit F. A legal description and map of the area is attached as Exhibit G. This right to enter and harvest timber applies only to timber and plantations existing as of the date of this Settlement Agreement. When all such existing timber and plantations in the area reserved in this paragraph have been

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harvested, this right to enter and harvest shall terminate, even if sixty (60) years has not passed.

During the time that the right exists to enter and harvest timber provided in this paragraph, DNR agrees to provide Jim Creek with reasonable access to those areas to accomplish timber harvesting; provided, however, that this right of access shall become effective only after a reasonable written right of way, road maintenance, and harvest agreements are entered by the parties. The harvest agreement will include a tentative plan of harvest by decade to enable DNR to plan its activities, as well as provisions providing for reasonable notification to DNR of harvesting by Jim Creek. (For purposes of this paragraph, "reasonable notice" means that Jim Creek will advise DNR of ~~its intent to harvest at the time it applies for a Forest Practices Permit.~~ In addition to the application for the Forest Practices Permit, Jim Creek will provide notice at the time of application personally, by facsimile machine, or by Certified Mail-Return Receipt Request to the following address or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable: Department of Natural Resources, Greg Ariss, Cascade District Manager, 919 N. Township Street, Sedro-Woolley, WA 98284-9333.) The harvest agreement will also provide a procedure for notification and marking of the boundary of, and timber in, any harvest area within the area described in Exhibit G prior to any harvest. The harvest agreement will also provide for reforestation by Jim Creek using seedlings at normal stocking

levels provided by DNR. Nothing in this paragraph shall be construed to allow DNR to unreasonably deny or restrict Jim Creek's harvesting of timber provided in this Settlement Agreement.

Jim Creek's right to enter and harvest timber as provided in this paragraph is assignable; provided, however, that Jim Creek agrees to provide advance written notice of any assignment to DNR.

3. Jim Creek and DNR agree to grant to each other the easements described on the Easement Exchange attached as Exhibit H.

4. Jim Creek and DNR agree to enter into a written boundary marking agreement which shall provide for the procedure to be used by each party when marking the common boundaries of their properties not otherwise marked pursuant to Paragraph 2.

5. The Cutting Line Agreements entered into by the parties in December 1972 and June 1975, attached as Exhibits C and D, are terminated upon payment to DNR as identified in paragraph 6.

6. Jim Creek will pay DNR the sum of One Hundred Twenty Thousand Dollars (\$120,000) upon execution of this Settlement Agreement, representing payment under the Cutting Line Agreements.

7. Jim Creek and DNR and their respective principals, employees, agents, and attorneys hereby mutually release and forever discharge one another from any and all claims, demands, debts, liabilities, damages, causes of action of whatever kind or nature, known or unknown, whether based on tort, contract, or statute, whether for equitable relief, compensatory damages,

or punitive damages, in any way connected with or arising out of (a) any discrepancies, disputes, and disagreements between the Broadus survey and the DNR survey in Township 31 N., Range 6 E., WM; (b) the Cutting Line Agreements; and (c) any timber harvesting activities by Jim Creek or DNR in Township 31 N., Range 6 E., WM prior to the execution of this Settlement Agreement. The mutual releases provided in this paragraph include, but are not limited to, alleged acts or omissions set forth in pleadings and documents contained in the Superior Court of the State of Washington for Snohomish County, cause no. 96-2-01938-9, entitled: *Steve Sprague, et al. v. State of Washington*.

8. Jerry Broadus, a professional surveyor retained by Jim Creek, agrees that he will not appear, work, or consult as an expert for any other landowner in Township 31 N., Range 6 E., WM concerning his or the DNR Survey of the Township; provided, however, that nothing in this paragraph shall preclude him from testifying in response to a properly served subpoena for attendance at a deposition or trial regarding issues related to his survey.

9. Jim Creek and DNR will cooperate to execute whatever additional documents are necessary to effectuate this settlement and to dismiss the lawsuit, with prejudice and without costs to either party.

10. Jim Creek and DNR understand and agree that this Settlement Agreement is made and entered into in the state of Washington and shall be construed according to Washington law.

11. This Settlement Agreement and attached exhibits constitute the entire agreement between the parties, except for written agreements entered into pursuant to paragraphs 2, 4, and 9 of this Settlement Agreement and executed by the parties' authorized representatives, and supersedes all prior agreements and understandings.

12. This Settlement Agreement cannot be amended except by written agreement signed by the parties' authorized representatives.

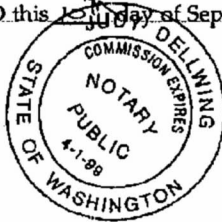
IN WITNESS WHEREOF, the parties hereto set their hands and seals on the dates below noted.

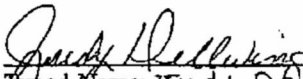

STEPHEN RICHARD SPRAGUE

STATE OF WASHINGTON)
COUNTY OF Inchewauch)ss.

I certify that I know or have satisfactory evidence that STEPHEN RICHARD SPRAGUE signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20th day of September, 1998.




Typed Name: Judy Dellwing
Notary Public in and for the
State of Washington
My Commission Expires: 4-1-99

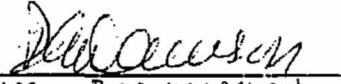
9901190443


RALPH LEE TAYLOR

_____)
British Columbia) ss.
PROVINCE OF

I certify that I know or have satisfactory evidence that RALPH LEE TAYLOR signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21st day of September, 1998.



Typed Name: ROGER ALAN DAWSON
Notary Public in and for the
PROVINCE OF BRITISH COLUMBIA
My Commission Expires: n/a

ROGER A. DAWSON
Barrister & Solicitor
204 - 3540 West 41st Ave.
Vancouver, B.C. V6N 3E8
Tel: (604) 256-1295

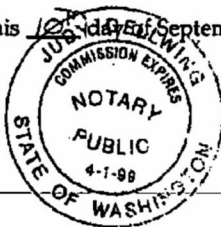
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Judith Lynne Taylor
JUDITH LYNNE TAYLOR

STATE OF WASHINGTON)
COUNTY OF Inclonish)ss.

I certify that I know or have satisfactory evidence that JUDITH LYNNE TAYLOR signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 12 day of September, 1998.



Judy Dellwing
Typed Name: Judy Dellwing
Notary Public in and for the
State of Washington
My Commission Expires: 4-1-99

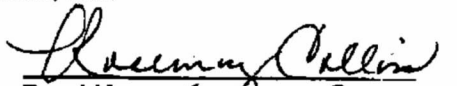
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NANCY TAYLOR MASON

STATE OF Colorado)
COUNTY OF Jefferson)ss.

I certify that I know or have satisfactory evidence that NANCY TAYLOR MASON signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 11th day of September, 1998.


Typed Name: Rosemary Collins
Notary Public in and for the
State of Colorado
My Commission Expires: Dec. 15, 2000

9901190443

Mary Ellen Hogle
MARY ELLEN HOGLE

STATE OF WASHINGTON)
COUNTY OF King)ss.

I certify that I know or have satisfactory evidence that MARY ELLEN HOGLE signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16 day of September, 1998.



Shelley Bruce
Typed Name: Shelley Bruce
Notary Public in and for the
State of Washington
My Commission Expires: 10-20-01

9901190443

CONSENT OF JERRY BROADUS

I understand that part of the consideration in the attached Settlement Agreement is my agreement not to serve as an expert according to the provisions of paragraph 8. I agree to abide by the terms of paragraph 8.

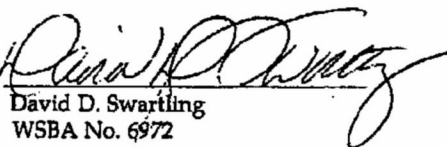
Jerry R Broadus
JERRY BROADUS

9901190443

ATTORNEY'S CERTIFICATION

I certify that I am the attorney for Stephen Richard Sprague, Ralph Lee Taylor, Judith Lynne Taylor, Nancy Taylor Mason, and Mary Ellen Hogle, d/b/a Jim Creek Properties and this Release was signed with my advice and consent.

MILLS MEYERS SWARTLING

By: 
David D. Swartling
WSBA No. 6972

9901190443

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: *Charlie Baum*
Typed Name: CHARLIE BAUM
Its: Supervisor

STATE OF WASHINGTON)
)ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that CHARLIE BAUM, who is the Supervisor of the State of Washington Department of Natural Resources, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd October day of ~~September~~, 1998.



Curtis Pavola
Typed Name:
Notary Public in and for the
State of Washington
My Commission Expires: 3-15-2000

9901190443

EXHIBIT A

**LEGAL DESCRIPTION OF JIM CREEK'S PROPERTY ABUTTING
STATE'S PROPERTY IN TOWNSHIP 31 NORTH, RANGE 6 EAST, W.M.,
IN SNOHOMISH COUNTY WASHINGTON**

Township 31 N., Range 6 E., W.M., in Snohomish County, Washington:

The following portions of Sections 2, 3, 9, 10, 11, 14, 15, 22, and 23, all in Township 31 North, Range 6 East of the Willamette Meridian, Snohomish County, Washington:

Section 2: the west 1/2 of the southwest 1/4 of the northwest 1/4.

Section 3: the southeast 1/4 of the southeast 1/4 (subject to Seattle City Light Right of Way Easement); the southeast 1/4 of the southwest 1/4; the west 1/2 of the west 1/2 of the southwest 1/4; the southwest 1/4 of the southwest 1/4 of the northwest 1/4; and the east 1/2 of the southeast 1/4 of the northeast 1/4.

Section 9: The south 1/2 of the northeast 1/4; the northeast 1/4 of the northeast 1/4; the north 1/2 of the southeast 1/4 (subject to Seattle City Light Right of Way Easement); the southeast 1/4 of the Southeast 1/4 (less Seattle City Light Right of Way); and the east 1/2 of the southeast 1/4 of the northwest 1/4 of the northeast 1/4.

Section 10: All of Section 10 (less Seattle City Light Right of Way).

Section 11: The west 1/2 of Section 11.

Section 14: The northwest 1/4; and the west 1/2 of the southwest 1/4.

Section 15: The north 1/2; and the east 1/2 of the southeast 1/4.

Section 22: The north 1/2 of the northeast 1/4 of the northeast 1/4.

Section 23: The north 1/2 of the northwest 1/4 of the northwest 1/4.

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EXHIBIT B

**LEGAL DESCRIPTION OF STATE'S PROPERTY ABUTTING
JIM CREEK'S PROPERTY IN TOWNSHIP 31 NORTH, RANGE 6 EAST, W.M.,
IN SNOHOMISH COUNTY, WASHINGTON**

The following portions of Sections 2, 3, 11, 14, 15, 16, 22, and 23:

Section 2: Government Lots 1, 2, 3, East $\frac{1}{4}$ Government Lot 4, East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, and the South $\frac{1}{2}$. Portions of the North $\frac{1}{2}$, and the Southwest $\frac{1}{4}$ are subject to an easement for a right of way for electric power granted prior to state ownership to Seattle City Light on April 9, 1923 under application number 50-39610 for an indefinite term. Supplemental right of way granted to same in Purchase # 93, December 23, 1994.

Section 3: North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, subject to an easement for a right of way for electric power line granted prior to state ownership to Seattle City Light on April 9, 1923 under application number 50-39610 for an indefinite term.

Section 11: East $\frac{1}{2}$

Section 14: East $\frac{1}{4}$, East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Section 15: Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 16: East $\frac{1}{2}$, South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, and East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, all subject to an easement for a right of way for electric power line granted prior to state ownership to Seattle City Light on April 9, 1923 under application number 50-39610 for an indefinite term.

Section 22: Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, except North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

Section 23: North $\frac{1}{2}$ and West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, except North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$

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EXHIBIT C

This exhibit represents a Cutting Line Agreement document dated December 1972 between Jim Creek Properties and the State of Washington, Dept. of Natural Resources. The cutting line agreement describes lies within Sections 22 & 23, T31N R6E, WM. and is on file in the Office of the Commissioner of Public Lands, Olympia WA.

Exhibit C

9901190443

MEMORANDUM OF PROPOSED SETTLEMENT

Case: JIM CREEK PROPERTIES V. STATE OF WASHINGTON

The parties hereto agree to settle this case on the following basis:

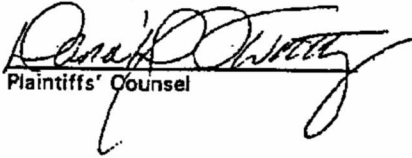
1. Plaintiffs and defendant will enter into a property boundary agreement whereby the boundary of their property in Township 31N, R6E, WM, will be fixed according to the DNR survey and will generally exchange mutual releases of claims, including cutting line agreements, and excepting those agreements which are to be reflected in a Settlement Agreement to be prepared as set forth below;
2. Plaintiffs will retain the right to harvest timber in an area along the eastern and southern boundary of plaintiff's border with defendant's property, in an area between the Jerry Broadus survey and the DNR survey. This right to harvest timber will run for a period of 60 years and applies only to current timber and plantations; defendant will agree to plaintiffs' having reasonable rights of access to said parcel for logging purposes; this right to harvest is assignable, however, plaintiffs agree to provide notice of any such assignment to defendant;
3. Plaintiffs will grant defendant a permanent easement to defendant's approximate 40-acre parcel in Sec. 15, provided that a reasonable mutual maintenance agreement can be reached and agreement can also be reached upon a reasonable location for said easement; defendant will grant plaintiffs a similar easement(s) with respect to plaintiffs' property in Secs. 11, 14 and 23, upon the same conditions; the parties will grant similar and mutual easements to benefit property which each of the parties own in Secs. 2 and 3;
4. Plaintiffs will pay Defendant the sum of \$120,000.00;
5. Plaintiffs' expert, Jerry Broadus, will file an annotated map or other document to reflect that his survey and DNR's survey disagree, but ~~the differences have been resolved by a negotiated compromise~~ between the parties based on the DNR survey; Mr. Broadus will agree not to accept employment or appear as an expert for any other land owner in Township 31N, R6E, WM concerning the differences between his survey and that of DNR;
6. The parties will work together to formalize this agreement with appropriate documentation;

EXHIBIT E (Page 1 of 2)

9901190443

7. The pending action will be dismissed with prejudice and without costs to any party.

Dated: December 17, 1997


Plaintiffs' Counsel


Defendant's Counsel #21976

EXHIBIT E (Page 2 of 2)

9901190443

EXHIBIT F

This exhibit represents that Record of Survey map filed for record Sept. 24, 1998 in the Snohomish County Auditor's Office under Auditor's file number 9809245004.

The referenced survey is a map showing the settlement of the court case between Jim Creek Properties v. State of Washington and shows the agreed boundary lines in settlement of Snohomish County SC #98-2-01938-9, within Sections 11, 14, 15, 22, and 23, T31N R6E, W.M.

No new survey work was done to create this map since it represents the differences between surveys by Jerry Broadus, PLS and the State of Washington.

Exhibit F

9901190443

JIM CREEK SETTLEMENT

HARVEST RIGHTS AREAS

A parcel of land located within the E1/2 of Section 11, Township 31 North, Range 6 East, Willamette Meridian, Snohomish County, Washington, as said section is shown on that Record of Survey recorded in Book 39 of Surveys at Pages 178 through 194, under Auditor's File No. 9301205002, Snohomish County Records, more particularly described as Follows;

Beginning at the N1/4 corner of said Section 11, with all distances and bearings contained herein relative to said Record of Survey; Thence S0°12'05"W a distance of 5273.28 feet to the south line of said Section 11; Thence S86°29'37"W along said south line a distance of 281.38 feet to the S1/4 corner of said Section 11; Thence N3°14'20"E a distance of 5298.92 feet to the Point of Beginning, containing 17.00 acres, more or less,

AND

A parcel of land located within Section 14, Township 31 North, Range 6 East, Willamette Meridian, Snohomish County, Washington, as said section is shown on that Record of Survey recorded in Book 39 of Surveys at Pages 178 through 194, under Auditor's File No. 9301205002, Snohomish County Records, more particularly described as Follows;

Beginning at the N1/4 of said Section 14, with all distances and bearings contained herein relative to said Record of Survey; Thence N86°29'37"E along the north line of said Section 14 a distance of 281.38 feet; Thence S0°00'54"W a distance of 93.25 feet; Thence S0°58'59"E a distance of 2581.36 feet; Thence S85°32'36"W a distance of 1328.20 feet; Thence S0°40'33"E a distance of 2645.42 feet to the south line of said Section 14; Thence S84°53'52"W along said south line a distance of 70.91 feet; Thence N3°12'13"W a distance of 2669.10 feet to the north line of the SW1/4 of said Section 14; Thence N85°42'57"E along said north line a distance of 1306.38 feet to the SW corner of the NE1/4 of said Section 14; Thence N2°29'14"W along the west line of the NE1/4 of said Section 14 a distance of 2651.75 feet to the Point of Beginning, containing 23.60 acres, more or less,

AND

A parcel of land located within the NW1/4 of Section 23, Township 31 North, Range 6 East, Willamette Meridian, Snohomish County, Washington, as said section is shown on that Record of Survey recorded in Book 41 of Surveys at Pages 16 through 21, under Auditor's File No. 9309015002, Snohomish County Records, more particularly described as Follows;

Beginning at the NE corner of the NW1/4 of the NW1/4 of said Section 23, with all distances and bearings contained herein relative to said Record of Survey; Thence N84°53'52"E along the north line of said Section 23 a distance of 70.91 feet; Thence S0°40'33"W a distance of 86.22 feet; Thence S1°48'28"W a distance of 633.96 feet; Thence S87°41'01"W a distance of 1331.80 feet; Thence N86°26'40"W a distance of 71.43 feet to the west line of said Section 23; Thence N7°10'06"E along said west line a distance of 24.42 feet; Thence N85°14'22"E a distance of 1280.24 feet to the east line of the NW 1/4 of the NW1/4 of said Section 23; Thence N6°26'55"E along said east line a distance of 636.50 feet to the Point of Beginning, containing an area of 3.41 acres, more or less,

AND

A parcel of land located within the S1/2 of the NE1/4 of the NE1/4 of Section 22, Township 31 North, Range 6 East, Willamette Meridian, Snohomish County, Washington, as said section is shown on that Record of Survey recorded in Book 41 of Surveys at Pages 16 through 21, under Auditor's File No. 9309015002, Snohomish County Records, more particularly described as Follows;

Beginning at the NE corner of the S1/2 of the NE1/4 of the NE1/4 of said Section 22, with all distances and bearings contained herein relative to said Record of Survey; Thence S7°10'06"W along the east line of said Section 22 a distance of 24.42 feet; Thence N86°26'40"W a distance of 1419.97 feet; Thence N0°30'07"E a distance of 13.84 feet to the north line of the S1/2 of the NE1/4 of the NE1/4 of said Section 22; Thence S86°52'10"E along the north line of the S1/2 of the NE1/4 of the NE1/4 of said Section 22 a distance of 1422.29 feet to the Point of Beginning, containing an area of 0.62 acres, more or less.

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
State Land Survey Unit
Resource Planning & Asset Management
PO Box 47060
Olympia, WA 98504-7060

Dated 8-3-98
FILENAME: I201RJIM.LGL

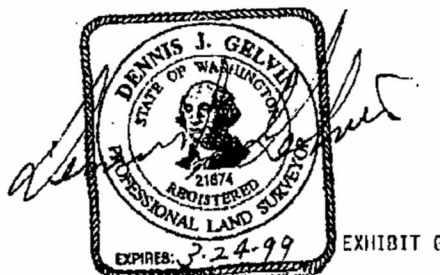


EXHIBIT G

901190443

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER, Commissioner of Public Lands
Olympia, Washington 98504

EASEMENT EXCHANGE

Easement No. 55-002705
Application No. 50-070342

THIS AGREEMENT, made and entered into this 18 day of November, 1998, by and between STEVEN RICHARD SPRAGUE, RALPH LEE TAYLOR, MARY ELLEN HOGLE, NANCY MAE MASON, and JUDITH LYNN TAYLOR, doing business as JIM CREEK PROPERTIES, a partnership, herein collectively called "JCP," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

Consideration

This Agreement and the following exchange of easements are made as part consideration for and incident to the settlement of a lawsuit (Sprague et al. v. State of Washington, Snohomish County Superior Court Cause No. 96-2-01938-9) between JCP and State through a Settlement Agreement dated October 23, 1998, of which this easement exchange is made a part.

Conveyances

A. Grant of Easements by JCP to State. JCP hereby grants, conveys, and warrants to State, its successors and assignees, non-exclusive easements upon, over, and along rights of way sixty (60) feet in width, over and across the lands in Snohomish County, Washington, described on the attached Exhibit H-1, being thirty (30) feet on each side of the centerline(s) of road(s) located or to be constructed approximately as shown in green on the map attached as Exhibit H-2 (hereafter "Easement Area(s)" or "Road(s)"). Such lands are subject to all matters of public record.

B. Grant of Easements by State to JCP. State hereby grants and conveys to JCP, its successors and assignees, non-exclusive easements upon, over, and along rights of way sixty (60) feet in width over and across the lands in Snohomish County, Washington, described on the attached Exhibit H-1, being thirty (30) feet on each side of the centerline(s) of road(s) located or to be constructed approximately as shown in red on the map attached as Exhibit H-2 (hereafter "Easement Area(s)" or "Road(s)"). Such lands are subject to all matters of public record.

II

The parties hereby agree that the easements granted shall be subject to the following terms and conditions:

Term

The easements shall be perpetual.

Purpose

The easements are conveyed to provide ingress and egress to and from lands owned by each party, as identified on Exhibit H-1, for the sole and limited purpose of hauling timber, other forest products or other profits including without limitation sand, gravel, stone or farm products and performing management and administrative activities associated with timber and other forest products production, agriculture or the extraction of profits. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct each respective Easement Area(s) subject to the restrictions set forth hereafter. The purpose of the easements shall not be changed or modified by either party without the written approval of the other party, which approval shall be at the fee owner's sole discretion.

Easement No. 55-002705
Application No. 50-070342

I EXHIBIT H

9901190442

Nature of Estate

The easements shall be deemed appurtenant to real property located in Snohomish County, Washington, legally described as set forth in Exhibit H-1 (hereafter "Benefited Parcel(s)").

Reservations

Each fee owner reserves all ownership of its respective lands and the timber, other forest products and other profits thereon and the right of use for any purpose including without limitation the right to remove timber, other forest products and other profits within the Easement Area(s) on its land; the right at all times to cross and recross the Easement Area(s) at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area(s) so long as it does not unreasonably interfere with the rights granted herein.

Each fee owner may grant to third parties any and all rights reserved on its land; provided, that use by such third parties shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted herein.

Each fee owner reserves to itself all timber, other forest products and other profits now or hereafter found or growing within the Easement Area(s) on its lands. Timber, other forest products or other profits of the land may be removed by the easement holder where reasonably necessary to use the Easement Area(s), but the fee owner shall be entitled to the market value of the material removed; provided that the easement holder shall not remove timber, other forest products or other profits from the Easement Area(s) until it has received approval from the fee owner and has made provisions to compensate the fee owner.

Each fee owner further reserves the right to relocate the Easement Area(s) or Road(s). If the fee owner relocates the Easement Area(s) or Road(s) upon its sole initiative, the fee owner shall construct the relocated Easement Area(s) or Road(s) to the standards existing at the time of relocation.

Maintenance

Maintenance is defined as the work normally necessary to preserve and keep the Road(s), including roadway, road structure and road facilities, in their present condition or as hereafter improved. Maintenance includes without limitation: grading, ditching, culvert replacement of less than 48 inches in diameter, brush cutting, brush spraying, dust abatement, surface patching, surface rock replacement, minor asphalt repair and replacement, gate repair, slide removal less than 100 cubic yards, and structure maintenance. At a minimum, the Road(s) will be maintained to meet forest practice standards set forth in RCW 76.09, WAC 222-24 and other applicable rules or regulations as now written or hereafter amended.

When a Road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the Road so used to the standards existing at the time sole use is commenced until joint use begins.

During periods when either party and/or other parties with an easement or license jointly use a Road, or any portion thereof, the cost of maintenance shall be allocated among such users on the basis of their respective use including that of their agents. During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform, or cause to be performed at an agreed upon rate, the maintenance of the Road(s) or portion(s) thereof being used;

(b) The extent of resurfacing necessary to keep the Road(s) safe, to reduce environmental impacts and to meet forest practice standards set forth in WAC 222-24 or other applicable rules and regulations as now written or hereafter amended; and

(c) A method of payment by which each party using the Road(s) or portion(s) thereof shall pay

its pro rata share of the cost of maintenance or the cost incurred by said maintainer in maintaining said Road(s) or portion(s) thereof.

Repairs

Each party shall repair, or cause to be repaired at its sole cost, that damage to the Road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. All repairs shall be carried out in compliance with Federal, State and local rules and regulations.

Improvements

The easement holder will not make improvements to the Easement Area(s) without prior written consent of the fee owner which shall not be unreasonably withheld. Improvements include substantial resurfacing. Substantial resurfacing is defined as that resurfacing requiring greater than 100 cubic yards of gravel and/or 160 tons of asphalt and specified road segment drainage structure upgrades. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area(s) shall become the property of the fee owner unless otherwise agreed in writing. All improvements shall be made in compliance with Federal, State and local rules and regulations.

Plan of Construction

Pre-Construction. Thirty (30) days prior to any construction, reconstruction or betterment of (a) Road(s) by the easement holder on lands of the fee owner, the easement holder shall submit a written plan of construction to the fee owner outlining the construction or activity for written approval, and a written request for joint review of the proposed project. The plan of construction shall include a method of determining land damages and timber values, if any, for construction, reconstruction or betterment of said Road(s). The fee owner shall not unreasonably withhold approval of any construction, reconstruction or betterment project. In the event of an emergency requiring immediate action to protect person or property, the easement holder may take reasonable corrective action without prior notice to the fee owner.

Construction. The easement holder will conduct all construction, reconstruction or betterment projects in accordance with the provisions of the approved plan of construction and in compliance with Federal, State and local rules and regulations. During the course of construction, reconstruction or betterment, the easement holder shall minimize soil erosion and damage to soil. Equipment will not be operated when ground conditions are such that excessive soil damage will occur.

Plan of Operation

Annual Meeting. Once each year, or at times to be set by mutual agreement, the parties shall meet to apprise each other of their logging operation, road construction and road use needs for the coming year in the form of a plan of operation. The plan shall include, but not be limited to the following:

(a) Anticipated sale or harvest areas, anticipated road construction, operating seasons, volume of haul, and any other information that will affect the joint development and use of the road system in the Easement Area(s);

(b) Maintenance arrangements;

(c) Anticipated volume of traffic, type of vehicle use, work to be performed, and estimated cost of work; and

(d) Method of measuring total use and the means of apportioning cost of maintenance.

Permittees

Each easement holder may permit its respective agents, contractors, subcontractors, licensees,

Easement No. 55-002705
Application No. 50-070342

lessees, purchasers of timber, other forest products or other profits, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to it herein.

Notice of Operations

When an easement holder or one of its Permittees plans to use any portion of the Easement Area(s) for the purpose of hauling timber, other forest products or other profits, such party shall notify the fee owner thereof at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of the Easement Area(s) to be used, the approximate dates when such use will begin and end, and of the approximate volumes of timber, other forest products or other profits to be hauled and promptly upon the completion of such use notify the fee owner thereof.

Waste

An easement holder shall not cause nor permit any filling activity to occur in or on the Easement Areas, except by prior written approval of the fee owner. An easement holder shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Areas except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCWA RCW 70.105D.010.). An easement holder shall immediately notify the fee owner if the easement holder becomes aware of any release or threatened release of hazardous substance on the Easement Areas or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Areas arising out of any action of the easement holder, its agents, contractors, subcontractors, licensees, lessees, employees, purchasers of timber, other forest products or other profits, other permittees, or their agents, the easement holder shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws. Any cleanup shall be performed in an approved manner.

Survey Markers

An easement holder hereunder shall not destroy or disturb any survey markers (including without limitation corner markers, witness objects or line markers) without prior written approval from the fee owner, which approval shall not be unreasonably withheld. Markers that must necessarily be disturbed or destroyed during work must be adequately referenced and replaced, at the easement holder's cost, in accordance with all applicable laws of the State of Washington in force at the time of the work, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to such markers. The easement holder shall reestablish all markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards.

Insurance

The State is self-insured.

At its own expense, JCP shall procure and maintain during the term of this Agreement, and require its agents, contractors, subcontractors, licensees, lessees, purchasers of timber, other forest products or other profits or other permittees, and their agents, to procure and maintain while operating on its Easement Area(s), the insurance described below. All insurance must be purchased on an occurrence basis, and be issued by a carrier admitted by the Insurance Commissioner to do business in the State of Washington. Non-admitted or surplus lines carriers, or admitted carriers with a Best rating of "B" or below must be approved in writing in advance by the Risk Manager for the Department of Natural Resources.

Types of Required Insurance

Commercial General Liability. Insurance written under Insurance Services Office (ISO) Form CG0001 or equivalent with minimum limits as set out below covering liability arising from premises, operations, independent contractors, personal injury,

Easement No. 55-002705
Application No. 50-070342

products completed and liability assumed under an insured contract.

Description

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

Business Auto Policy (BAP). Insurance on an ISO CG0001 form or equivalent providing Bodily Injury and Property Damage Liability coverage for all owned, hired or non-owned vehicles assigned to, or used in connection with the easements granted to JCP herein for a combined single limit of not less than \$1,000,000 each occurrence.

Terms of Insurance. The policies required under this section shall name the State of Washington, Department of Natural Resources as an additional insured. JCP shall provide to the State a certificate of insurance and, if requested, copies of policies, certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give the State forty-five (45) days written notice prior to any cancellation or modification. State's receipt of such certificates or policies does not constitute approval by State of the terms of such policies. These notices shall be sent to the Northwest Region Office of the Department of Natural Resources via certified mail. The policy(ies) must reference the State's easement number.

Further, all insurance policies described in this section shall:

- a. be written as primary policies not contributing with and not in excess of coverage that State may carry;
- b. contain an express waiver of any right of subrogation by the insurance company against State and State's elected officials, employees, or agents;
- c. Expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of JCP which might otherwise result in a forfeiture of said insurance; and
- d. Expressly provide that State shall not be required to give notice of accidents or claims for which State has no liability for premiums.

Self-Insurance. In lieu of the coverage required under this section, the State at its sole discretion, may accept evidence of self-insurance by JCP upon receipt of a statement by a CPA or actuary, satisfactory to State, demonstrating that JCP's financial condition is satisfactory to self-insure any of the required insurance coverage. State may require JCP to provide the above statements from time to time to ensure JCP's continuing ability to self-insure. If at any time JCP does not satisfy the self insurance requirement, it shall immediately purchase insurance as required in this section. Aside from any self-insurance guaranteed by JCP, JCP shall ensure that its agents, contractors, subcontractors, licensees, lessees, purchasers of timber, other forest products or other profits, or other permittees, and their agents, meet the minimum insurance requirements when operating in the Easement Area(s).

Notice

Unless otherwise specified herein, any notices required or permitted under this Agreement may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State: DEPARTMENT OF NATURAL RESOURCES
Greg Ariss
Cascade District Manager
919 North Township Street
Sedro Woolley, WA 98284
(360) 856-3500

Easement No. 55-002705
Application No. 50-070342

9901190443

To JCP: JIM CREEK PROPERTIES
STEPHEN RICHARD SPRAGUE
P.O. BOX 456
ARLINGTON, WA 98223

AND

JIM CREEK PROPERTIES
RALPH LEE TAYLOR
P.O. BOX 70231
SEATTLE, WA 98107-0231

Modifications

This Agreement shall not be modified except by written approval of both parties.

Severability

If any provision of this Agreement shall be held invalid, it shall not affect the validity of any other provision herein.

Successors and Assignees

This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assignees except to the extent that this section conflicts with the section labeled "Nature of Estate" in which case the Nature of Estate section will control.

Compliance With Law

Each party shall, at its own expense, conform to all applicable laws, regulations, permits, or requirements of any public authority affecting the Easement Areas and the use thereof.

Construction

The terms of this Agreement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

Attachments

The following attachments are incorporated herein by reference:

Exhibit H-1	Legal Description for Easements Granted to State and to JCP.
Exhibit H-2	Maps Showing Location of Easements Granted to State and to JCP.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

JIM CREEK PROPERTIES

By: Stephen Richard Sprague
STEPHEN RICHARD SPRAGUE

Title: President

By: Ralph Lee Taylor
RALPH LEE TAYLOR

Title: Partner

Easement No. 55-002705
Application No. 50-070342

By: Mary Ellen Hogle
MARY ELLEN HOGLE

Title: _____

By: Nancy Mae Mason
NANCY MAE MASON

Title: Partner

By: Judith Lynn Taylor
JUDITH LYNN TAYLOR

Title: Partner

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Charlie Baum
CHARLIE BAUM, Supervisor

Affix Seal of Commissioner
of Public Lands

Approved as to Form only this 5th day
of October, 1998.

Kavanaugh McHaven
Assistant Attorney General
State of Washington

Easement No. 55-002705
Application No. 50-070342

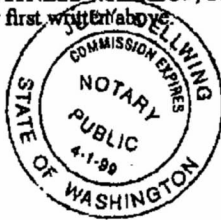
9901190443

STATE OF

COUNTY OF Inokomich } SS

On this 18 day of Nov, 1998, personally appeared before me Stephan RICHARD SPRAGUE, to me known to be a partner in the partnership known as Jim Creek Properties, the partnership that executed the within and forgoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said partnership.

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



Judy Dellwing
Notary Public in and for the State of Washington,
residing at Aspen
My appointment expires April 1, 1999

STATE OF Colorado }
COUNTY OF Jefferson } SS

On this 6th day of November, 1998, personally appeared before me RALPH LEE TAYLOR, to me known to be a partner in the partnership known as Jim Creek Properties, the partnership that executed the within and forgoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said partnership.

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

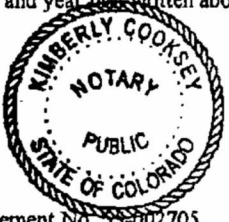


[Signature]
Notary Public in and for the State of Colorado
residing at 1301 Jackson St
My Commission Expires 11/13/2001
My appointment expires 11/13/2001

STATE OF Colorado }
COUNTY OF Jefferson } SS

On this 5 day of November, 1998, personally appeared before me MARY ELLEN HOGLE, to me known to be a partner in the partnership known as Jim Creek Properties, the partnership that executed the within and forgoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said partnership.

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



Kimberly Cooney
Notary Public in and for the State of Colorado
residing at 1301 Jackson St
My appointment expires 05-19-2002

Easement No. 99-002705
Application No. 50-070342

STATE OF Colorado }
COUNTY OF Jefferson } ss

On this 10th day of November, 1998, personally appeared before me NANCY MAE MASON, to me known to be a partner in the partnership known as Jim Creek Properties, the partnership that executed the within and forgoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said partnership.

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

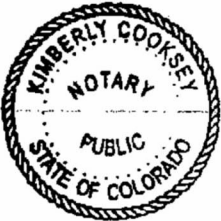


Angela D. Connor
Notary Public in and for the State of Colorado
residing at 1301 Jackson St
My Commission Expires
My appointment expires 11/13/2001.

STATE OF Colorado }
COUNTY OF Jefferson } ss

On this 5 day of November, 1998, personally appeared before me JUDITH LYNN TAYLOR, to me known to be a partner in the partnership known as Jim Creek Properties, the partnership that executed the within and forgoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said partnership.

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



Kimberly Cooksey
Notary Public in and for the State of Colorado
residing at 1301 Jackson St
My appointment expires 05-19-2002.

STATE OF WASHINGTON)
COUNTY OF THURSTON)^{ss}

On this 23rd day of October, 1998, personally appeared before me CHARLIE BAUM to me known to be the Supervisor of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



Curtis Pavola
Notary Public in and for the State of Washington,
residing at Olympia
My appointment expires 3-15-2000.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EASEMENT EXCHANGE

Easement No. 55-002705
Application No. 50-070342

EXHIBIT H-1

LEGAL DESCRIPTIONS

Easements Granted to the State of Washington by JCP

- (1) An easement crossing property legally described as portions of the E $\frac{1}{2}$ E $\frac{1}{2}$ Section 15, W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 14, S $\frac{1}{2}$ S $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 9, all in Township 31 North, Range 6 East, W.M., for the benefit of property legally described as the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 15, in Township 31 North, Range 6 East, W.M., all situate in Snohomish County, Washington.
- (2) An easement crossing property legally described as portions of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 3, E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 9, all in Township 31 North, Range 6 East, W.M., for the benefit of property legally described as the N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 3, in Township 31 North, Range 6 East, W.M., all situate in Snohomish County, Washington.
- (3) An easement crossing property legally described as portions of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 3, E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 9, all in Township 31 North, Range 6 East, W.M., for the benefit of property legally described as Government Lots 2 and 3, E $\frac{1}{2}$ Government Lot 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 2, in Township 31 North, Range 6 East, W.M., all situate in Snohomish County, Washington.

Easements Granted to JCP by the State of Washington

- (1) An easement crossing property legally described as portions of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 2, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 3, all in Township 31 North, Range 6 East, W.M., for the benefit of property legally described as the E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, and portions of the W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 3, all in Township 31 North, Range 6 East, W.M., all situate in Snohomish County, Washington.
- (2) An easement crossing property legally described as portions of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 2, all in Township 31 North, Range 6 East, W.M., for the benefit of property legally described as the W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 2, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 3, all in Township 31 North, Range 6 East, W.M., all situate in Snohomish County, Washington.
- (3) An easement crossing property legally described as portions of the E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 14, in Township 31 North, Range 6 East, W.M., for the benefit of property legally described as portions of the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 14, in Township 31 North, Range 6 East, W.M., all situate in Snohomish County, Washington.
- (4) An easement crossing property legally described as portions of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 11, in Township 31 North, Range 6 East, W.M., for the benefit of property legally described as portions of the E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 11, in Township 31 North, Range 6 East, W.M., all situate in Snohomish County, Washington.

9901190443

EXHIBIT H - 2
TO EASEMENT EXCHANGE

This exhibit represents a map (not imagable) showing an easement exchange between Jim Creek Properties and the State of Washington. The map color codes road easements from the State to JCP and from JCP to the State within Sections 2, 3, 9, 10, 11, 14, and 15, T31N R6E, WM. This JCP easement and exhibit across State land is recorded at the Dept. of Natural Resources, State of Washington under Application No. 50-070342 and the State easement and exhibit across JCP land is recorded at the Dept. of Natural Resources, State of Washington under Easement No. 55-002705 and is on file in the Office of the Commissioner of Public Lands, Olympia WA.

Exhibit H-2

9901190443

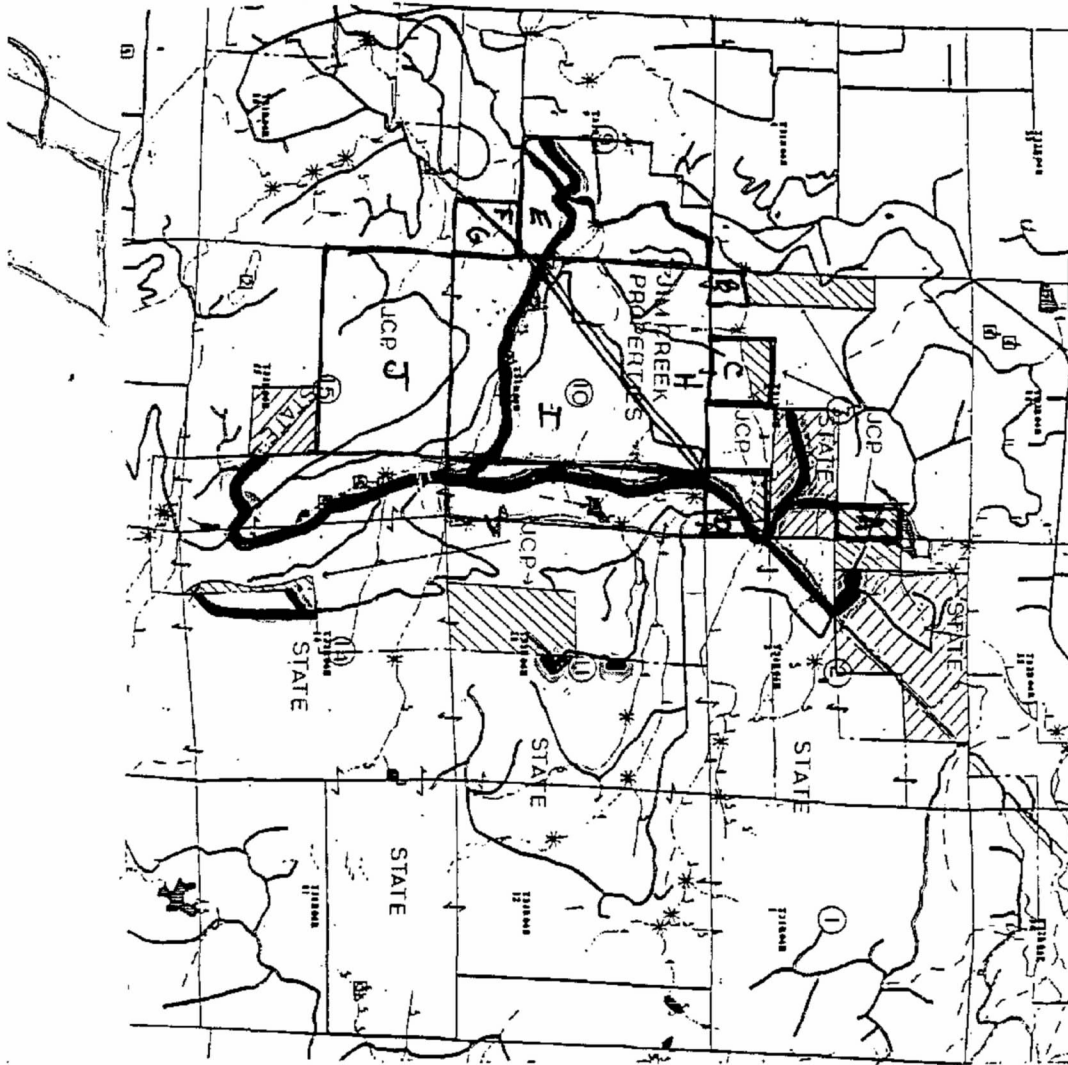
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EASEMENT EXCHANGE


Township 31 North, Range 6 East, W.M.

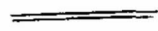
Easement No. 55-002705
Application No. 50-070342

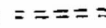
EXHIBIT H-2

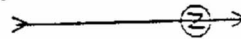


STATE TO J.C.P. 

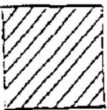
J.C.P. TO STATE 

EXISTING ROAD 

NEW CONSTRUCTION 



ACRES TRIBUTARY TO EASEMENT:

STATE  J.C.P.

J.C.P. 

4/20/98

**NOTICE OF RECORD
ROAD**

Application No: 55-084110
Region: NORTHWEST
County: SNOHOMISH
Grantee: DEPARTMENT OF NATURAL RESOURCES
Grantor: JOHN R. BRUCKART, JR.

Description

Portions of:	Sec	Twp	Rge	Trust
W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	02	31N	06E	Private
N $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ less any portion thereof lying east of Jim Creek	09	31N	06E	Private
Ptn E $\frac{1}{2}$ E $\frac{1}{2}$	10	31N	06E	Private
W $\frac{1}{2}$	11	31N	06E	Private
NW $\frac{1}{4}$ W $\frac{1}{2}$ SW $\frac{1}{4}$	14	31N	06E	Private
E $\frac{1}{2}$ E $\frac{1}{2}$	15	31N	06E	Private
N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	22	31N	06E	Private
N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	23	31N	06E	Private

Acres: Unknown \pm **Miles:** Unknown \pm

Special Notations

Acquired through Bear Creek Purchase 08-081669; encumbrance document dated December 9, 1974.

Title Examiner: Denise Sullivan

Date: January 13, 1009

Register/TB



Proof read by:



Date:

1/13/2009

3-31
9-31
10-31-6
12-31-6

QUIT CLAIM DEED

THE GRANTOR, JOHN R. BRUCKART, JR., a married man conveying as his sole and separate property, for and in consideration of partition of the following described property by agreement of tenants in common, conveys and quit claims to DELBERT R. TAYLOR and MAE TAYLOR, husband and wife, and RALPH LEE TAYLOR, a married man as his sole and separate property, the following described real estate, situated in the County of Snohomish, State of Washington, including any interest therein which grantor may hereafter acquire: To DELBERT R. TAYLOR and MAE TAYLOR, an undivided 3/4 interest, and to RALPH LEE TAYLOR, an undivided 1/8 interest in those portions of Township 31 North, Range 6 East, W.M., described as follows:

~~THE north half of the southeast quarter lying east of Jim Creek, the south half of the southeast quarter lying east of Jim Creek, the east half of the southeast quarter of the northwest quarter of the northeast quarter lying east of Jim Creek, and the northwest quarter of the northeast quarter lying east of the southwest quarter of the northwest quarter and the southeast quarter of the southwest quarter, all in section 9, the west half of the west half of the east quarter, all in section 3; the southeast quarter of the southeast quarter, and the west three-quarters of section 10, the west three-quarters of the north half of section 15.~~

GRANTOR reserves unto himself, his heirs and assigns, an undivided 1/2 interest in the standing, growing and down timber on the property hereinabove described, and further reserves and grants to grantees the right of ingress and egress to the above property in connection with a common road system and for removal of timber. Grantor also reserves a half interest in any funds which may be paid for roadway or right-of-way easements.

It is understood and agreed that this partition is subject to an original agreement between DELBERT R. TAYLOR and JOHN R. BRUCKART, JR., dated the 30th day of April, 1953, with addendum dated the 15th day of April, 1955, and subsequent agreement entered into in May of 1967, which was modified by addendum to partnership agreement dated February, 1971, and the joint venture agreement entered into between DELBERT R. TAYLOR, JOHN R. BRUCKART, JR. and RALPH LEE TAYLOR dated February, 1971.

DATED this 9th day of December, 1974.

John R. Bruckart
JOHN R. BRUCKART, JR.

NO SALES TAX
REQUIRED
DEC 10 1974

DEC 10 1974

Best copy available

2367627

659
752

Parcel B
C
DIVE-1
DIVE-2
H
I
J

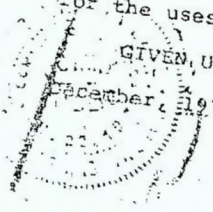
NOTARY PUBLIC

12/10/74
12/10/74

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss

ON THIS DAY personally appeared before me JOHN R. BRUCKART, JR., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 9th day of December, 1974.



John R. Bruckart, Jr.
Notary Public in and for the State of Washington, residing in Bremerton.

42507627

OFFICIAL RECORDS

VOL. OF PAGE RES. OF


1274 DEC 10 AM 10 51

HENRY G. THALEN, AUDITOR
SNOHOMISH COUNTY, WASH.

312

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO

FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
Attention Roger A Pearce


200805300396 13 PGS
05/30/2008 11:57am \$222.00
SNOHOMISH COUNTY, WASHINGTON

CHICAGO 5300782A
13 pgs. 55

MUTUAL RELEASE OF TIMBER RIGHTS

Grantor: Stephen R. Sprague

Grantee: Bear Creek Timber Limited Liability Company, a Washington limited liability company

Legal Description of Grantors' Properties:

Ptns of Sections 2, 9, 10, 11, 14, 15, 22 and 23, all in T31N, R6E, W M., Snohomish County, Washington

Legal Description of Grantee Property.

Ptns of Sections 3, 9, 10 and 15, all in T31N, R6E, W.M., Snohomish County, Washington

Assessor's Tax Parcel Account Number(s):

Grantors' Properties 310602-002-008-00, 310609-001-001-00;
310610-001-005-00, 310611-002-001-00, 310614-002-001-00,
310615-001-002-00, 310622-001-002-00, 310623-002-003-00

Grantee Property: 310603-001-004-00, 310603-003-005-00,
310603-003-004-00; 310603-004-007-00, 310609-001-003-00;
310609-001-006-00; 310609-004-009-00; 310610-001-001-00,
310610-001-004-00, 310615-001-001-00; and 310603-003-006-00

Reference Numbers of Documents Assigned or Released (if applicable):

2367627; 2367628, 2367629; 2406659, 2393795

MUTUAL RELEASE OF TIMBER RIGHTS

This Mutual Release Of Timber Rights (this "Release") is made this 30th day of MAY, 2008, by and between Stephen R. Sprague, a single person, ("Sprague") and Bear Creek Timber Limited Liability Company, a Washington limited liability company, ("Bear Creek").

I. RECITALS

1. Sprague is the owner of the real property located in Snohomish County, Washington, legally described on Exhibit A attached hereto (the "Sprague Property").
2. Bear Creek is the owner of the real property located in Snohomish County, Washington, legally described on Exhibit B, which is to be sold to the State of Washington acting by and through the Department of Natural Resources (the "Bear Creek Sale Property") Bear Creek is also the owner of the real property located in Snohomish County, Washington, legally described on Exhibit C, which is being retained in Bear Creek ownership at this time (the "Bear Creek Retained Property") The Bear Creek Sale Property and the Bear Creek Retained property are together referred to herein as the "Bear Creek Property"
3. Sprague is the successor in title and interest to John R. Bruckart, Jr.
4. Bear Creek is the successor in title and interest to Delbert R. Taylor (deceased), Mae Taylor (deceased), Ralph Lee Taylor, Mary Ellen Hogle, Nancy Taylor Mason (formerly Nancy Mae Taylor), and Judith Lynne Taylor
5. The predecessors in title and interest to Sprague and Bear Creek operated a tree farm on both the Sprague Property and the Bear Creek Property that involved reservations of timber rights on the Sprague Property and the Bear Creek Property reflected in a number of recorded and unrecorded documents including without limitation the following.
 - a. Agreement between Delbert R. Taylor and John R. Bruckart, Jr., dated April 30, 1953, and subsequent Addendum dated April 15, 1955.
 - b. Agreement dated May 1967 as modified by Addendum to partnership agreement dated February 1971.
 - c. Joint Venture Agreement entered into between Delbert R. Taylor, John R. Bruckart, Jr., and Ralph Lee Taylor dated February 1971.
 - d. Quit Claim Deed dated December 9, 1974 (Snohomish County Recording No. 2367627).
 - e. Quit Claim Deed dated December 8, 1974 (Snohomish County Recording No. 2367628).
 - f. Buy And Sell And Management Agreement dated November 25, 1974 (Snohomish County Recording No. 2367629)

- g. Quit Claim Deed dated September 23, 1975 (Snohomish County Recording No. 2406659)
 - h. Easement dated May 1, 1975 (Snohomish County Recording No 2393795).
 - i. Agreement For Assignment Of Timber Rights between Stephen R. Sprague and Judith L. Taylor, Ralph "Lee" Taylor, Nancy Taylor Mason, and Mary Ellen Hogle dated May 26, 1995.
- Referred to collectively herein as the "Documents."

6 In order to clarify that the agreements in the 1995 Agreement For Assignment Of Timber Rights have been performed and in order to clear title for the sale of the Bear Creek Sale Property to the State of Washington, the parties hereto wish to enter into this Release.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

II. AGREEMENTS

- 1 Incorporation of Recitals. The foregoing recitals are incorporated into this Release
2. Sprague Release to Bear Creek. Sprague hereby agrees that Sprague has no further right or interest in timber on the Bear Creek Property, whether by assignment, reservation or any other conveyance. Sprague further agrees that Sprague has no further right or interest in any funds that have been paid or may be paid in the future to Bear Creek for roadway or right-of-way easements on the Bear Creek Property. Sprague releases Bear Creek from any and all obligations to provide to Sprague timber rights and/or to provide to Sprague any interest in funds for roadway or right-of-way easements on the Bear Creek Property
- 3 Bear Creek Release to Sprague. Bear Creek hereby agrees that Bear Creek has no further right or interest in timber on the Sprague Property, whether by assignment, reservation or any other conveyance. Bear Creek further agrees that Bear Creek has no further right or interest in any funds that have been paid or may be paid in the future to Sprague for roadway or right-of-way easements on the Sprague Property. Bear Creek releases Sprague from any and all obligations to provide to Bear Creek timber rights and/or to provide to Bear Creek any interest in funds for roadway or right-of-way easements on the Sprague Property.
- 4 No Effect of Rights of Ingress/Egress. The agreements and releases in this Release shall not affect any rights of ingress or egress granted in the Documents or otherwise

to Bear Creek and Sprague over the common road system on the Bear Creek Property and the Sprague Property.

5. Binding Effect & Runs with the Land. The agreements and releases of this Release are appurtenant to and shall run with the Sprague Property and Bear Creek Property, as applicable, shall be binding upon the heirs, executors, administrators, personal representatives, transferees, or successors in interest or assigns of Sprague and Bear Creek, and shall not be extinguished by transfer of any interest in the properties affected

6. Attorneys' Fees. If any suit or other proceeding is instituted by any party to this Release arising out of or pertaining to this Release, including but not limited to filing suit or requesting an arbitration (collectively "Proceedings"), and appeals and collateral actions relative to such Proceedings, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to Proceeding from the substantially nonprevailing party, in addition to such other available relief available to the substantially nonprevailing party

7. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Release becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

8. Enforcement In the event of a breach of any of the covenants or agreements set forth in this Release, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by an arbitrator or by a court of appropriate jurisdiction

9. Amendments. It is hereby mutually agreed and understood that any addition, variation, or modification to this Release shall be void and ineffective unless in writing and signed by the parties hereto or their successors in interest

10. Applicable Law This Release and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.

11. Recording & Excise Tax This Release shall be recorded and Bear Creek shall pay all recording fees. This Release is granted without any monetary consideration in order to clarify and clear title, and the parties therefore anticipate that no real estate excise tax will be due upon its recording, however, the parties will equally share in the payment of any real estate excise taxes due in connection with making of this Release

12. Authority. The person or persons executing this Release on behalf of Sprague and Bear Creek represent and warrant that they are duly authorized to do so.

13 Counterparts. This Release may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

Executed as of the day and year first above written.

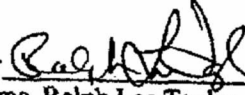
GRANTOR:

STEPHEN R. SPRAGUE

Stephen R Sprague

GRANTEE:

**BEAR CREEK TIMBER LIMITED
LIABILITY COMPANY, a Washington
limited liability company**

By: 
Name. Ralph Lee Taylor
Its: General Manager

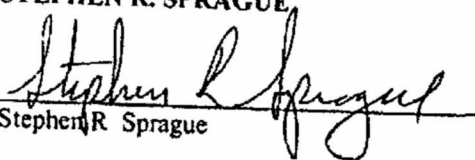
[Notary blocks on following pages]

13 Counterparts This Release may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

Executed as of the day and year first above written

GRANTOR:

STEPHEN R. SPRAGUE


Stephen R Sprague

GRANTEE:

**BEAR CREEK TIMBER LIMITED
LIABILITY COMPANY, a Washington
limited liability company**

By _____
Name Ralph Lee Taylor
Its General Manager

[Notary blocks on following pages]

STATE OF WASHINGTON
COUNTY OF _____ ss

I certify that I know or have satisfactory evidence that STEPHEN R. SPRAGUE is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument

Dated this _____ day of _____, 2008

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing
at _____
My appointment expires _____

STATE OF WASHINGTON
COUNTY OF _____ ss

I certify that I know or have satisfactory evidence that RALPH LEE TAYLOR is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the General Manager of Bear Creek Timber Limited Liability Company, a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument

Dated this 24th day of May, 2008

Emily Mae Davidson
(Signature of Notary)

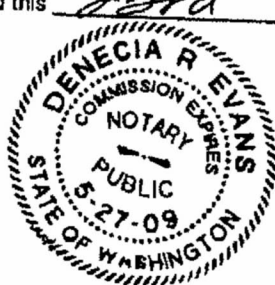
Emily Mae Davidson
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing
at Arlington, WA
My appointment expires 5-9-09



STATE OF WASHINGTON
COUNTY OF SNOHOMISH | SS

I certify that I know or have satisfactory evidence that STEPHEN R SPRAGUE is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument

Dated this 23rd day of May, 2008



Denecia R. Evans
(Signature of Notary)

Denecia R. EVANS
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing at Orlando
My appointment expires 5/27/09

STATE OF WASHINGTON
COUNTY OF _____ | SS

I certify that I know or have satisfactory evidence that RALPH LEE TAYLOR is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the General Manager of Bear Creek Timber Limited Liability Company, a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument

Dated this _____ day of _____, 2008

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My appointment expires _____

**EXHIBIT A
Sprague Property**

Tax Parcel 310602-002-008-00

The W 1/2 of the SW 1/4 of the NW 1/4 of Section 2, Township 31 North, Range 6 East, W M, Snohomish County, Washington

Tax Parcel 310609-001-001-00

Those portions of Section 9, Township 31 North, Range 6 East, W M, described as follows: the N 1/2 of the SE 1/4, together with the S 1/2 of the NE 1/4, together with the E 1/2 of the SE 1/4 of the NW 1/4 of the NE 1/4, and together with the NE 1/4 of the N/E 14, less any portion thereof lying east of Jim Creek, Snohomish County, Washington

Tax Parcel 310610-001-005-00

The E 1/2 of the E 1/2 of Section 10, Township 31 North, Range 6 East, W M, less the Seattle City Light transmission line right-of-way more particularly described as Beginning at the NW corner of the E 1/2, thence along the N line of said subdivision S 89 44'24" E 319 5 feet to the SE line of said transmission line right of way, thence along said right of way S 45 50'36" W 450 2 feet to the W line of said subdivision, thence N 00 37'55" E 315 1 feet to the beginning point of this exception, Snohomish County, Washington

Tax Parcel 310611-002-001-00

The W 1/2 of Section 11, Township 31 North, Range 6 East, W M, Snohomish County, Washington

Tax Parcel 310614-002-001-00

The NW 1/4 of the W 1/2 of the SW 1/4 of Section 14, Township 31 North, Range 6 East, W M, Snohomish County, Washington

Tax Parcel 310615-001-002-00

The E 1/2 of the E 1/2 of Section 15, Township 31 North, Range 6 East, W M, Snohomish County, Washington

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Tax Parcel 310622-001-002-00

The N 1/2 of the NW 1/4 of the NE 1/4 of Section 22, Township 31 North, Range 6
East, W M, Snohomish County, Washington

Tax Parcel 310623-002-003-00

The N 1/2 of the NW 1/4 of the NW 1/4 of Section 23, Township 31 North, Range 6
East, W M, Snohomish County, Washington

EXHIBIT B
Bear Creek Sale Property

PARCEL A:
THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M

PARCEL B:
THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M ,
EXCEPT THAT PORTION LYING NORTH OF PORTER CREEK AND ALSO EXCEPT THAT PORTION LYING WEST OF JIM CREEK

PARCEL C:
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M

PARCEL D:
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M

PARCEL E:
THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M , LYING EAST OF JIM CREEK

PARCEL F:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M . DESCRIBED AS FOLLOWS
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION
THENCE SOUTH $0^{\circ}18'18.6''$ WEST, A DISTANCE OF 1,005.818 FEET ALONG THE WEST LINE OF SAID SUBDIVISION,
THENCE NORTH $41^{\circ}11'50''$ EAST, A DISTANCE OF 1,344.934 FEET ALONG THE NORTHWESTERLY MARGIN OF THE CITY OF SEATTLE SKAGIT TRANSMISSION LINE RIGHT-OF-WAY TO THE NORTH LINE OF SAID SUBDIVISION,
THENCE SOUTH $89^{\circ}33'50.8''$ WEST, A DISTANCE OF 880.507 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING

PARCEL G
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M . DESCRIBED AS FOLLOWS
BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION,
THENCE SOUTH $0^{\circ}01'28''$ EAST, A DISTANCE OF 1,314.721 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF,
THENCE SOUTH $89^{\circ}19'21.2''$ WEST, A DISTANCE OF 1208.967 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION,
THENCE NORTH $41^{\circ}11'50''$ EAST, A DISTANCE OF 1,765.833 FEET ALONG THE SOUTHEASTERLY MARGIN OF THE CITY OF SEATTLE SKAGIT TRANSMISSION LINE RIGHT-OF-WAY TO THE NORTH LINE OF SAID SUBDIVISION,

THENCE NORTH 89°35'50 8" EAST, A DISTANCE OF 45 265 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING

PARCEL H

ALL THAT PORTION OF THE WEST THREE QUARTERS OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M , LYING NORTHWESTERLY OF THAT PARTICULAR 450 00 FOOT WIDE STRIP OF LAND CONVEYED TO THE CITY OF SEATTLE PER DOCUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 690092; TOGETHER WITH THE NORTHWESTERLY 75 00 FEET OF SAID STRIP CONVEYED FROM THE CITY OF SEATTLE BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 8710010162 EXCEPT THE COUNTY ROAD ESTABLISHED BY RESOLUTION RECORDED UNDER AUDITOR'S FILE NO 647298

PARCEL I

ALL THAT PORTION OF THE WEST THREE QUARTERS OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M , LYING SOUTHEASTERLY OF THAT PARTICULAR 450 00 FOOT WIDE STRIP OF LAND CONVEYED TO THE CITY OF SEATTLE PER DOCUMENT RECORDED UNDER AUDITOR'S FILE NO 690092, TOGETHER WITH THE SOUTHEASTERLY 75 00 FEET OF SAID STRIP CONVEYED 75 00 FEET OF SAID STRIP CONVEYED FROM THE CITY OF SEATTLE BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 8710010162 . EXCEPT THE COUNTY ROAD ESTABLISHED BY RESOLUTION RECORDED UNDER AUDITOR'S FILE NO 647298

PARCEL J

THE WEST THREE-QUARTERS OF THE NORTH HALF OF SECTION 15, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT C
Bear Creek Retained Property

THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF
SECTION 3, TOWNSHIP 31 NORTH, RANGE 6 EAST, W M,
LYING NORTH OF PORTER CREEK AND WEST OF JIM CREEK