



**TIMBER NOTICE OF SALE**

**SALE NAME:** CRACKERBOX

**AGREEMENT NO:** 30-106101

**AUCTION:** November 20, 2024 starting at 10:00 a.m., **COUNTY:** Skagit  
Northwest Region Office, Sedro Woolley, WA

**SALE LOCATION:** Sale located approximately 13 miles east of Sedro-Woolley, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber bounded by white timber sale boundary tags, SK-ML Road, SK-19 Road and property lines, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, MJ-35 Road, MJ-3507 Road and adjacent young stands, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber bounded by white timber sale boundary tags, MJ-4510, adjacent young stands and property lines, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3.

All timber bounded by orange right of way tags.

All forest products above located on part(s) of Sections 3 all in Township 35 North, Range 6 East, Sections 21, 26, 27, 28, 34 and 35 all in Township 36 North, Range 6 East, W.M., containing 184 acres, more or less.

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

**ESTIMATED SALE VOLUMES AND QUALITY:**

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade									
				1P	2P	3P	SM	1S	2S	3S	4S	UT	
Douglas fir	17	6	5,344						2,402	2,548	394		
Hemlock	13.6		134								127	7	
Redcedar	27.1		38								33	5	
Sale Total			5,516										

**MINIMUM BID:** \$2,044,000.00 **BID METHOD:** Sealed Bids

**PERFORMANCE SECURITY:** \$100,000.00 **SALE TYPE:** Lump Sum

**EXPIRATION DATE:** March 31, 2027 **ALLOCATION:** Export Restricted



## TIMBER NOTICE OF SALE

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**BID DEPOSIT:** \$204,400.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Cable; shovel or any track-based equipment on sustained slopes 40% or less; self-leveling ground-based equipment on sustained slopes 55% or less; tethered feller-buncher may be utilized for falling (See below for restrictions); also, a feller-buncher may be utilized on sustained slopes 40% or less.

Purchaser must obtain prior written approval from the Contract Administrator for areas as to where to utilize tethered feller-buncher equipment prior to use. Trees may be felled and pre-bunched by the equipment but must be yarded by cable, if authorized by the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (**THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY**) to reduce soil damage and erosion.

**ROADS:** 36.45 stations of required construction. 12.80 stations of optional construction. 532.35 stations of required prehaul maintenance. 188.20 stations of optional prehaul maintenance.

Rock may be obtained from the following source(s) on State land at no charge to the Purchaser: Section 2 Pit at station 22+18 of the MJ-03 Road. Extra Innings Pit at Station 22+10 of the MJ-51 Road.

Development of existing rock source(s) will involve processing rock to generate riprap and gravel pit run rock.

An estimated total quantity of rock needed for this proposal: 90 cubic yards of riprap and 4,695 cubic yards of pit run rock.

All SK-28 road work related activities (except brushing) and all hauling on the SK-28 road will not be permitted from November 1 to March 31; this is non-waivable. All remaining 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 for units and GIS for right-of-way. 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:** \$93,772.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

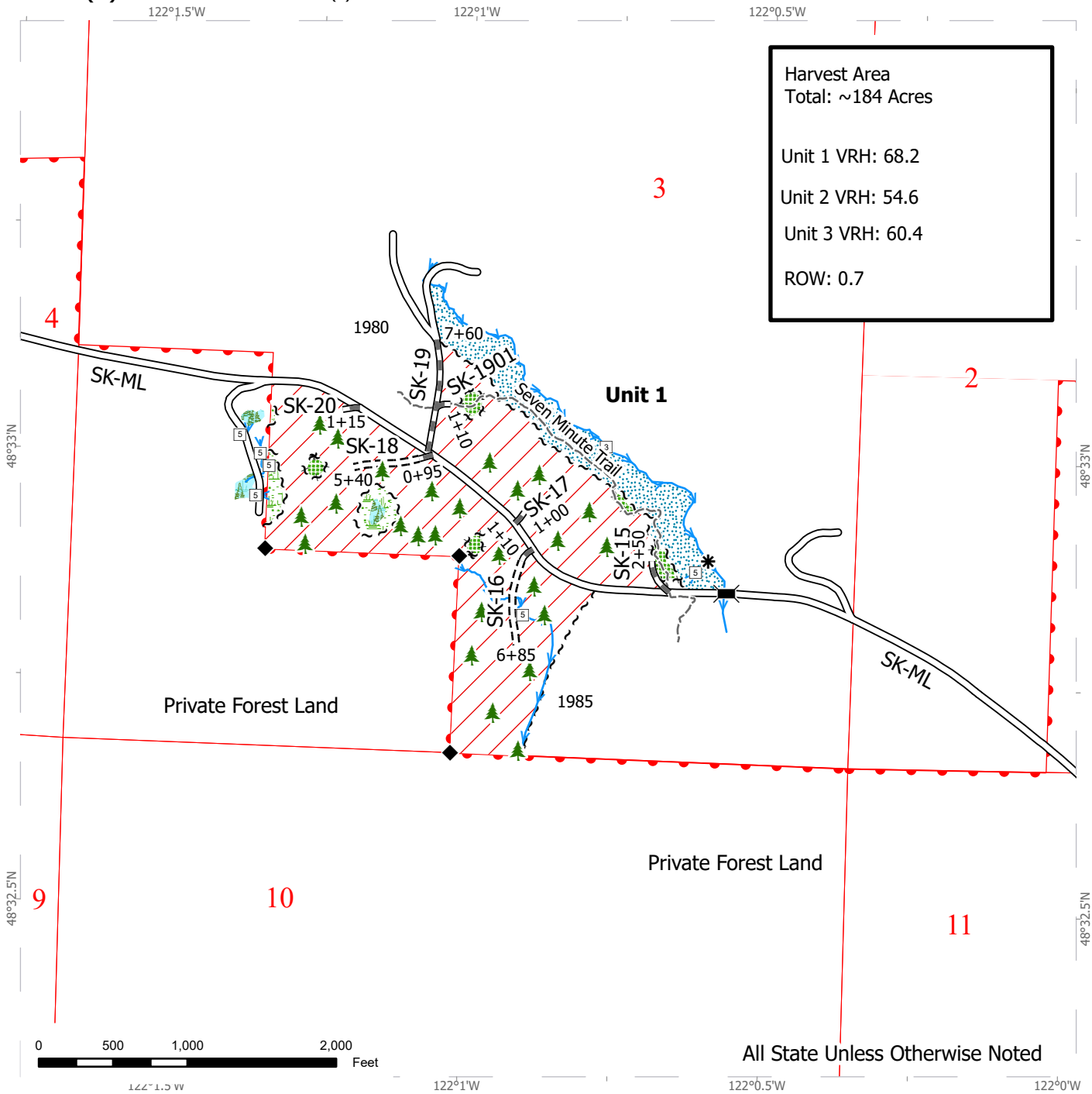
**SPECIAL REMARKS:**

1. Trees with a painted pink "T" designate the last 'take' tree along property lines.
2. No ground-based equipment operations to occur within 50 feet of any stream within Sections 21 and 28.
3. All SK-28 road work related activities (except brushing) and all hauling on the SK-28 road will not be permitted from November 1 to March 31; this is non-waivable.

# TIMBER SALE MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



All State Unless Otherwise Noted

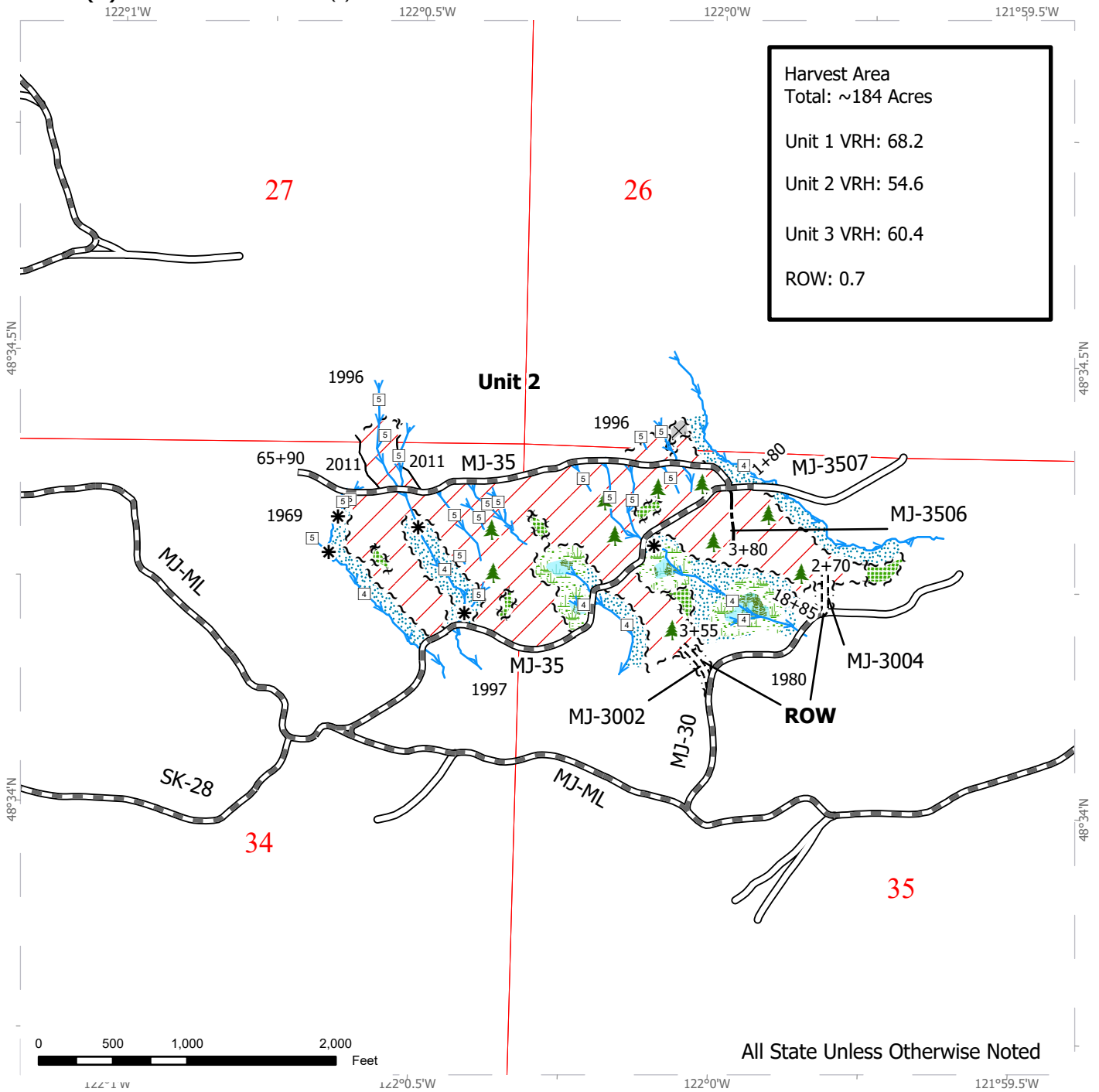
Variable Retention Harvest	Timber Type Change	Streams
Leave Tree Area	Existing Roads	Stream Type
Forested Wetland	Required Pre-Haul Maintenance	Stream Break
Wetland Mgt Zone	Required Construction	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Trails	Survey Monument
Sale Boundary Tags		Bridge
Leave Tree Tags		



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Harvest Area  
 Total: ~184 Acres

Unit 1 VRH: 68.2  
 Unit 2 VRH: 54.6  
 Unit 3 VRH: 60.4

ROW: 0.7

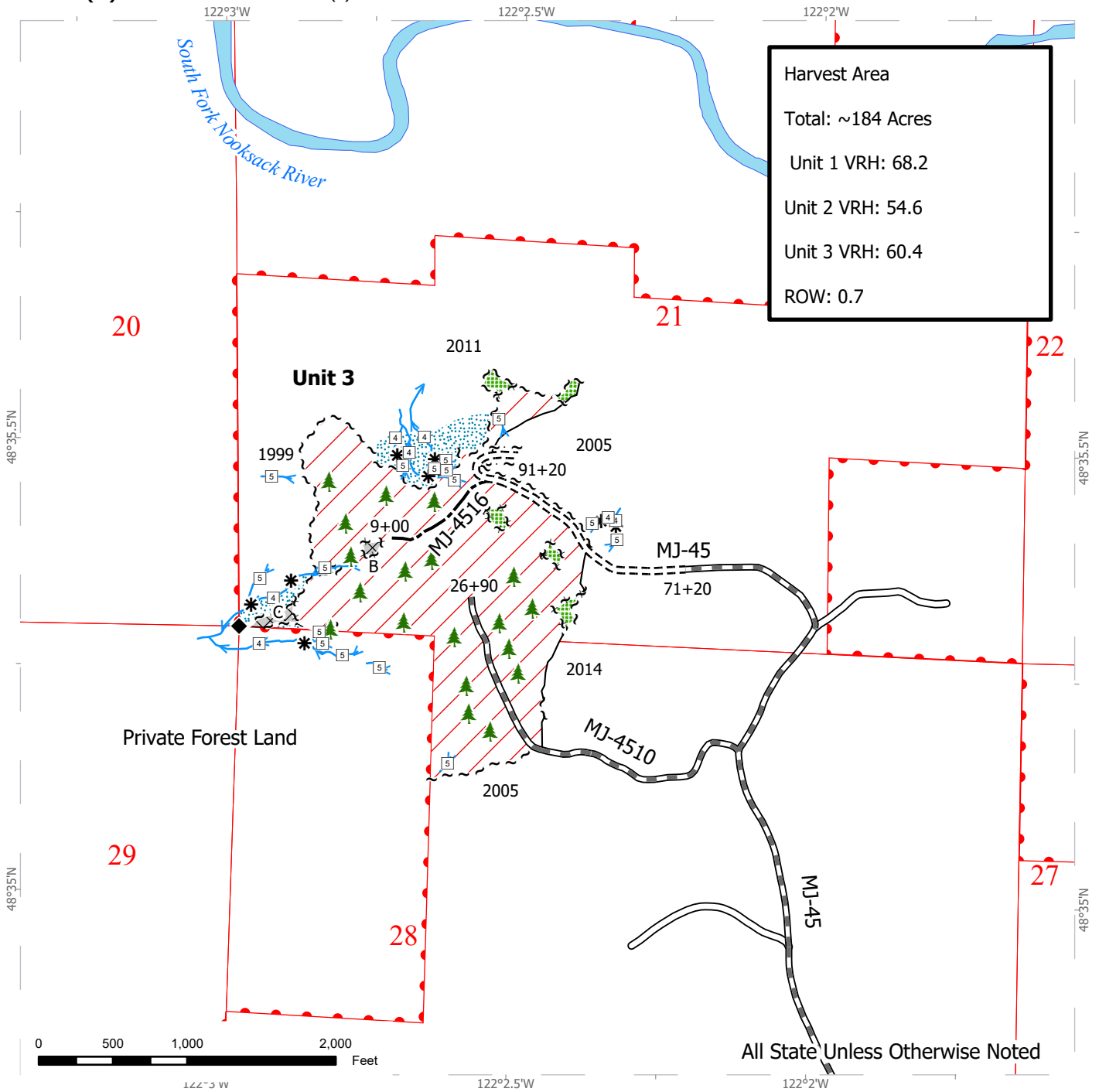
All State Unless Otherwise Noted

Variable Retention Harvest	Right of Way Tags	Streams
Leave Tree Area	Timber Type Change	Stream Type
Non-Tradeable Leave Tree Area	Existing Roads	Stream Break
Forested Wetland	Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre
Wetland Mgt Zone	Required Construction	
Riparian Mgt Zone	Optional Construction	
Sale Boundary Tags		
Leave Tree Tags		

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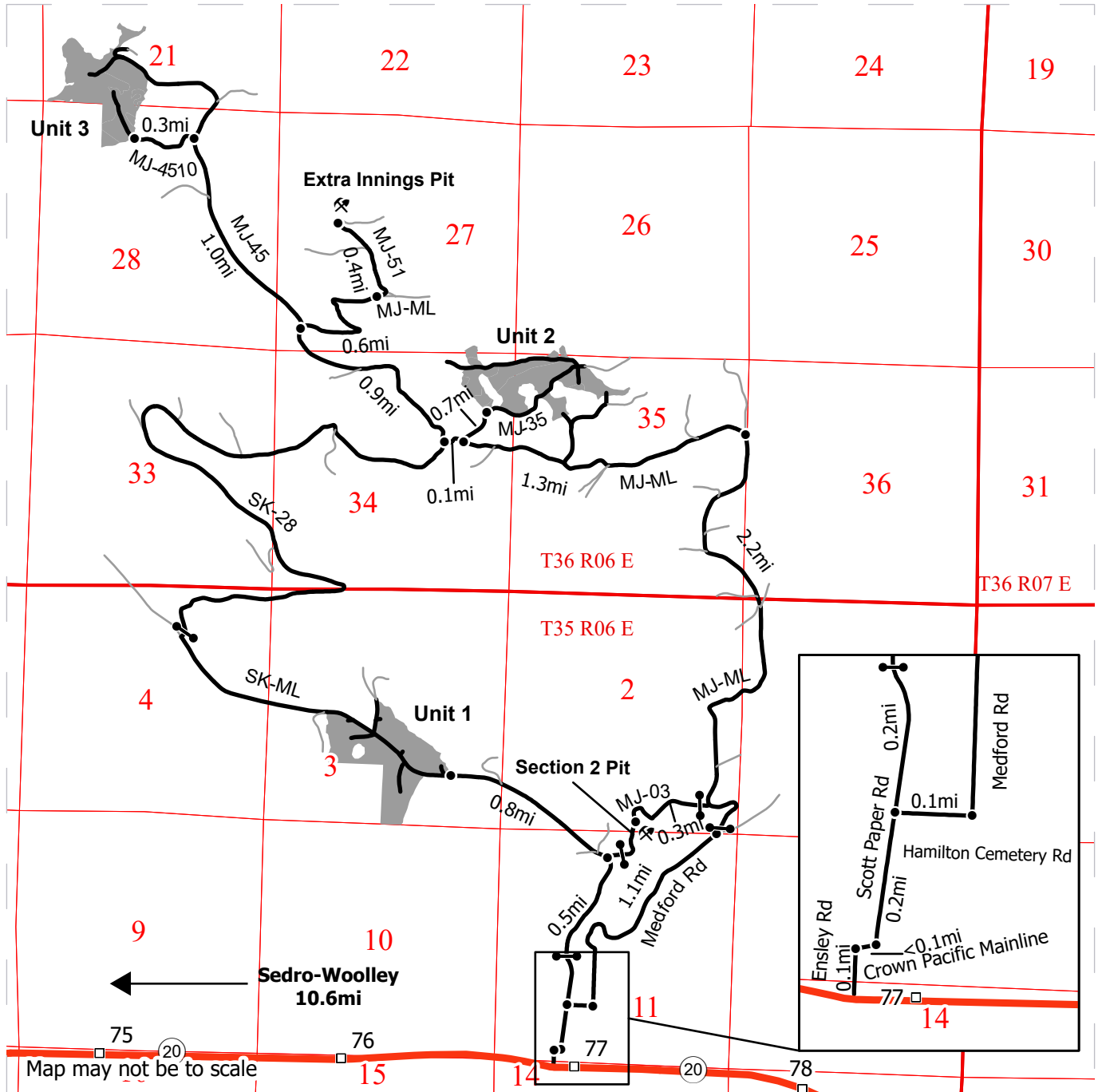
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Variable Retention Harvest	Existing Roads	Streams
Leave Tree Area	Required Pre-Haul Maintenance	Stream Type
Non-Tradeable Leave Tree Area	Required Construction	Stream Break
Riparian Mgt Zone	Optional Construction	Leave Tree Area <1/4-acre
Sale Boundary Tags		Survey Monument
Leave Tree Tags		
Right of Way Tags		
Timber Type Change		

# DRIVING MAP

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

**DRIVING DIRECTIONS:**

Turn off HWY 20 onto Ennsley Road and drive for 0.1 miles. Turn right onto Crown Pacific Mainline Road and drive for <0.1 miles. Turn left onto Scott Paper Road and drive 0.2 miles to the junction of Scott Paper Road and Hamilton Cemetery Road. Continue driving straight on Scott Paper Road for 0.2 miles. Use an F1-3 key to pass the blue gate and continue driving straight onto SK-ML for 0.5 miles to the junction of SK-ML and MJ-03. From the junction SK-ML and MJ-03, continue driving straight on SK-ML for 0.8 miles to Unit 1. From the junction of Scott Paper Road and Hamilton Cemetery Road, turn right onto Hamilton Cemetery Road and drive 0.1 miles. Turn left onto Medford Road and drive 1.1 miles. Veer left onto MJ-ML. Use an F1-3 key to pass the yellow gate and continue driving on MJ-ML for 2.2 miles. Turn left to stay on MJ-ML and drive for 1.3 miles to the junction of MJ-ML and MJ-35. Turn right onto MJ-35 and drive for 0.7 miles to Unit 2. From the junction of MJ-ML and MJ-45 veer left onto MJ-45 and drive for 1 mile. Turn left onto MJ-4510. Drive for 0.3 miles to Unit 3.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-0106101**

**SALE NAME: CRACKERBOX**

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on November 20, 2024 and the sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber bounded by white timber sale boundary tags, SK-ML Road, SK-19 Road and property lines, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, MJ-35 Road, MJ-3507 Road and adjacent young stands, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

All timber bounded by white timber sale boundary tags, MJ-4510, adjacent young stands and property lines, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #3.

All timber bounded by orange right of way tags.

All forest products described above located on approximately 184 acres on part(s) of Section 3 in Township 35 North, Range 6 East, Sections 21, 26, 27, 28, 34, and 35 all in Township 36 North, Range 6 East W.M. in Skagit County(s) as designated on the sale area and as shown on the attached timber sale map.

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



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

G-020 Inspection By Purchaser

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

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to 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-051 Contract Term Extension - Payment

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

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Completion of all required roads and compliance with all contract and regulatory requirements.

- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the total contract price.

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

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

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

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

- e. Payment of \$786.00 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-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Douglas fir	\$370.43	0	\$0.00	\$9.00	\$9.00
Hemlock	\$282.73	0	\$0.00	\$9.00	\$9.00

Redcedar	\$698.36	0	\$0.00	\$9.00	\$9.00
Other	\$371.28	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

#### G-140 Indemnity

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



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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at 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; SK-ML, SK-15, SK-16, SK-17, SK-18, SK-19, SK-1901, SK-20, SK-28, MJ-ML, MJ-03, MJ-30, MJ-3002, MJ-3004, MJ-35, MJ-3506, MJ-3507, MJ-45, MJ-4510, MJ-4516, and MJ-51. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

## G-330 Pre-work Conference

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

## G-340 Preservation of Markers

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

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

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

G-380 Road Easement and Road Use Permit Requirements

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

Easements with:

Scott Paper Company; #55-000003; dated May 27, 1960.

Scott Paper Company; #55-000833; dated February 7, 1973.

Crown Pacific Limited Partnership; #55-002669; dated May 7, 1997.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

**P-020 Payment for Forest Products**

Purchaser agrees to pay the total, lump sum contract price of \$143,416.00. The total contract price consists of a \$0.00 contract bid price plus \$143,416.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

**THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING:** the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

**P-045 Guarantee of Payment**

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

**P-050 Billing Procedure**

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

**P-080 Payment Account Refund**

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

**P-090 Performance Security**

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



agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

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

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 200 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

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

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 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-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

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

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

**H-120 Harvesting Equipment**

Forest products sold under this contract shall be harvested and removed using cable; shovel or any track-based equipment on sustained slopes 40% or less; self-leveling ground-based equipment on sustained slopes 55% or less; tethered feller-buncher may be utilized for falling (See H-141 for restrictions); also, a feller-buncher may be utilized on sustained slopes 40% or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

**H-125 Log Suspension Requirements**

Lead-end suspension is required for all yarding activities.

**H-126 Tailholds on State Land**

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

**H-127 Tailholds on Private Land**

If Purchaser chooses to tailhold on private property, Purchaser shall obtain permit(s) and assumes responsibility for all costs and damages associated with the permit(s). Purchaser must provide the State with a copy of the executed permit(s) or a letter from the landowner indicating that a satisfactory tailhold permit(s) has been consummated between Purchaser and the landowner.

**H-130 Hauling Schedule**

The hauling of forest products will not be permitted on all roads (except SK-28 Road) from November 1 to March 31 unless authorized in writing by the Contract Administrator.

**H-131 Hauling Schedule**

The hauling of forest products will not be permitted on the SK-28 Road from November 1 to March 31 unless authorized in writing by the State.

**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.

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.
- 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 will occur away from all typed waters where possible. Avoid parallel cable yarding in, across, or adjacent to stream channels where possible.
- F. All trails mentioned in S-150 will have a 30-foot equipment limitation zone measured from each bank.
- G. Temporary log crossings that protect stream bank integrity are required for type 5 water crossings during yarding operations and require prior written approval by the Contract Administrator. Structures shall be limited to crossing points approved in writing by the Contract Administrator. Streambeds and banks shall be protected by the use of log puncheon or other approved structures at these crossing points and removed upon the completion of yarding activities. This applies to both cable and ground-based yarding.
- H. Leave trees marked with a single blue painted band on the bole or within tradeable leave tree areas may be traded with prior written approval by the Contract Administrator. If approved these will only be exchanged for trees of the same size, species, location, and biological characteristics. Cable yarding through tradeable leave tree areas require approval by the Contract Administrator. Tailholds and guylines may only be placed on tradeable leave trees with prior approval by the Contract Administrator.
- I. Protection measures under clause G-340 shall include: Survey corners shall be protected by high-stumping, falling, and yarding away from them. Specifically, survey

monument witness-trees marked with orange painted “high stump” and orange painted band shall retain a stump measuring at least 4.5 feet high after felling.

J. Slash abatement plan shall be pre-approved by the Contract Administrator, in writing. This may include: Slash piles shall be a minimum of 12 feet tall by 12 feet wide and shall be cone shaped and stable. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave trees, and any standing timber.

K. Operations outside the timber sale boundaries require prior written approval by Contract Administrator.

L. Yarding corridors shall be pre-marked in the field and approved by the Contract Administrator. Multiple yarding corridors from a single setting (wagon wheel) requires prior approval from the Contract Administrator.

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, logging plan 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 feller-buncher equipment prior to use. Trees may be felled and pre-bunched by the equipment but must be yarded by cable, if authorized by the Contract Administrator. If ground disturbance is causing excessive damage, as determined by the Contract Administrator, the equipment will no longer be authorized.

C. Adjacent leave trees/areas from previous timber sales that are on or near the timber sale boundary and shall not be cut, traded, or used for tailholds, guylines, or intermediate supports. Leave trees bordering the sale in areas where the boundary line is otherwise only delineated by a timber type change are tagged with White “Timber Sale Boundary” Tags. Shown on Logging Plan Map.

D. There will be no harvest or operations within non-tradable leave tree areas. This is nonwaivable unless granted with prior written approval by the Contract Administrator.

E. No ground-based equipment operations to occur within 50 feet of any stream within Sections 21 and 28.

F. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. Written approval from the State is required prior to cutting any trees 60 inches DBH or greater. If trees 60 inches DBH or greater need to be felled for safety reasons, trees will be left where felled.

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

**H-190 Completion of Settings**

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

**H-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 9/25/2023 are hereby made a part of this contract.

**C-050 Purchaser Road Maintenance and Repair**

Purchaser shall perform work at their own expense on the SK-15, SK-16, SK-17, SK-18, SK-19, SK-1901, SK-20, SK-28, MJ-ML, MJ-03, MJ-30, MJ-3002, MJ-3004, MJ-35, MJ-3506, MJ-3507, MJ-45, MJ-4510, MJ-4516, and MJ-51 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 SK-ML road. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

**C-140 Water Bars**

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

**Section S: Site Preparation and Protection**

**S-001 Emergency Response Plan**

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

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

**S-010 Fire Hazardous Conditions**

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

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

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

**S-020 Extreme Hazard Abatement**

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

**S-030 Landing Debris Clean Up**

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

**S-035 Logging Debris Clean Up**

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

**S-050 Cessation of Operations for Low Humidity**

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

**S-060 Pump Truck or Pump Trailer**

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

**S-100 Stream Cleanout**

Slash or debris which enters type 4 and 5 streams as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

## S-130 Hazardous Materials

## a. Hazardous Materials and Waste - Regulatory Compliance

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

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

## b. Hazardous Materials Spill Prevention

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

## c. Hazardous Materials Spill Containment, Control and Cleanup

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

## d. Hazardous Material Release Reporting

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

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



S-131 Refuse Disposal

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

S-150 Recreation Trail Cleanout

At the completion of logging operations within Unit 1 (location of the Seven Minute Trail Trail), Purchaser shall repair any damage to and clean out all logging debris from recreational trail(s).

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** Northwest

**Timber Sale Name:** CRACKERBOX

**Application Number:** 30- 106101

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** 4,925 linear feet  
*Road to be constructed (optional and required) but not abandoned*

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

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

**Decommission:** 0 linear feet  
*Road to be made undriveable but not officially abandoned.*

**Pre-Haul Maintenance:** 72,055 linear feet  
*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Crackerbox</b>	Region: <b>Northwest</b>
Agreement #: <b>30-106101</b>	District: Baker
Contact Forester: Benjamin Burgess Phone / Location: (306) 640-9983	County(s): Skagit
Alternate Contact: Tyson Whiteid Phone / Location: <b>(360) 280-0968 / Sedro Woolley</b>	Other information:

Type of Sale: Lump Sum	See Logging Plan Map
Harvest System: Ground based	
Harvest System: Uphill Cable	
Harvest System: Downhill Cable	

### 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	S3 T35 R06	01	91.5	16.6	3.5	3.2	0.0	68.2	GPS (Garmin)
2	S35 T36 R06	01	86.3	26.4	3.3	2.0	0.0	54.6	GPS (Garmin)
3	S21 T36 R06	01	73.8	6.7	3.3	1.0	2.4 (uncommon habitat)	60.4	GPS (Garmin)
ROW	S35 T36 R06	01	0.7	0.0	0.0	0.0	0.0	0.7	GIS (Garmin)
<b>TOTAL ACRES</b>			<b>252.3</b>	<b>49.7</b>	<b>10.1</b>	<b>6.2</b>	<b>2.4</b>	<b>183.9</b>	

**HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	<p><b>Prescription:</b> Variable Retention Harvest  <b>Harvest Boundaries:</b> White “Timber Sale Boundary” tags, OR painted pink “T” designating the last ‘take’ tree, OR roads (SK-ML, SK-19).  <b>Leave Tree Areas:</b> Yellow “Leave Tree Area” tags  <b>Individual Leave Trees:</b> painted blue band  <b>Survey Monument Witness Trees:</b> “high stump” written in orange paint and painted orange band</p>	n/a	<p>44 individually marked leave trees.</p> <p>18 leave tree areas containing 533 leave trees</p>
2	<p><b>Prescription:</b> Variable Retention Harvest  <b>Harvest Boundaries:</b> White “Timber Sale Boundary” tags, OR timber type change, OR roads (MJ-35)  <b>Leave Tree Areas:</b> Yellow “Leave Tree Area” tags  <b>Individual Leave Trees:</b> painted blue band</p>	n/a	<p>36 individually marked leave trees.</p> <p>11 leave tree areas containing 444 leave trees</p>
3	<p><b>Prescription:</b> Variable Retention Harvest  <b>Harvest Boundaries:</b> White “Timber Sale Boundary” tags, OR painted pink “T” designating the last ‘take’ tree, OR timber type change, OR roads (MJ-45)  <b>Leave Tree Areas:</b> Yellow “Leave Tree Area” tags  <b>Individual Leave Trees:</b> painted blue band  <b>Survey Monument Witness Trees:</b> “high stump” written in orange paint and painted orange band</p>	n/a	<p>65 individually marked leave trees.</p> <p>13 leave tree areas containing 442 leave trees</p>
ROW	<p><b>Prescription:</b> Remove all trees within ROW harvest boundaries  <b>Harvest Boundaries:</b> Orange “Right of Way” Tags</p>	n/a	No leave trees

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Primarily Douglas-fir, with some presence of western red cedar, western hemlock, and red alder.  (2,182 MBF)	Turn off HWY 20 onto Ensley Rd and drive for 0.06mi. Turn right on Crown Pacific Mainline Rd and drive for 0.03mi. Turn left onto Scott Paper Rd and drive 0.19mi to the junction of Scott Paper Rd and Hamilton Cemetery Rd. Continue driving straight on Scott Paper Road for 0.20mi. Use an F1-3 key to pass the blue gate and continue driving straight onto SK-ML for 1.21mi to the eastern edge of Unit 1.	
2	Primarily Douglas-fir, with some presence of western red cedar, western hemlock, and red alder.  (1,747 MBF)	From the junction of Scott Paper Rd and Hamilton Cemetery Rd, turn right onto Hamilton Cemetery Rd and drive for 0.11mi. Turn left onto Medford Rd and drive for 1.12mi. Veer left onto MJ-ML. Use an F1-3 key to pass the gate and continue driving on MJ-ML for 2.2mi. Turn left to stay on MJ-ML and drive for 1.28mi to the junction of MJ-ML and MJ-35. Turn right onto MJ-35 and drive for 0.66 mi to the western edge of Unit 2.	
3	Primarily Douglas-fir, with some presence of western red cedar, western hemlock, and red alder.  (1,939 MBF)	From the junction of MJ-ML and MJ-35, continue driving straight on MJ-ML for 0.08. Turn right to stay on MJ-ML and drive for 0.90mi. Veer left onto MJ-45 and drive for 0.33mi. Turn left onto MJ-4510 and drive for 0.44 mi to the southern edge of Unit 3.	
ROW	Primarily Douglas-fir, with some red alder (10 MBF)	ROW is adjacent to Unit 2 (see Traverse Map)	
TOTAL MBF	<b>5,878 MBF</b>		

**REMARKS:**

Unit 1: Approximately 55 years old, this stand was thinned in 2012. This unit is relatively flat and utilize entirely ground based harvest systems.

Unit 2: Approximately 55 years old, this stand was thinned in 2009. This unit will mostly utilize ground-based harvest systems but will require cable based harvesting systems for approximately 25% of the unit, with 4% of that being downhill cable logging.

Unit 3: Most of this unit is approximately 70 years old, with some small areas being around 100 years of age. There are some areas with poor soil conditions on the northwestern ridge and western aspect of hilltop of which the unit sits on. Consequently, these areas have a high incidence of small diameter, non-merchantable timber. Approximately 64% of this unit will require cable based harvesting systems, with 1% being downhill cable logging.

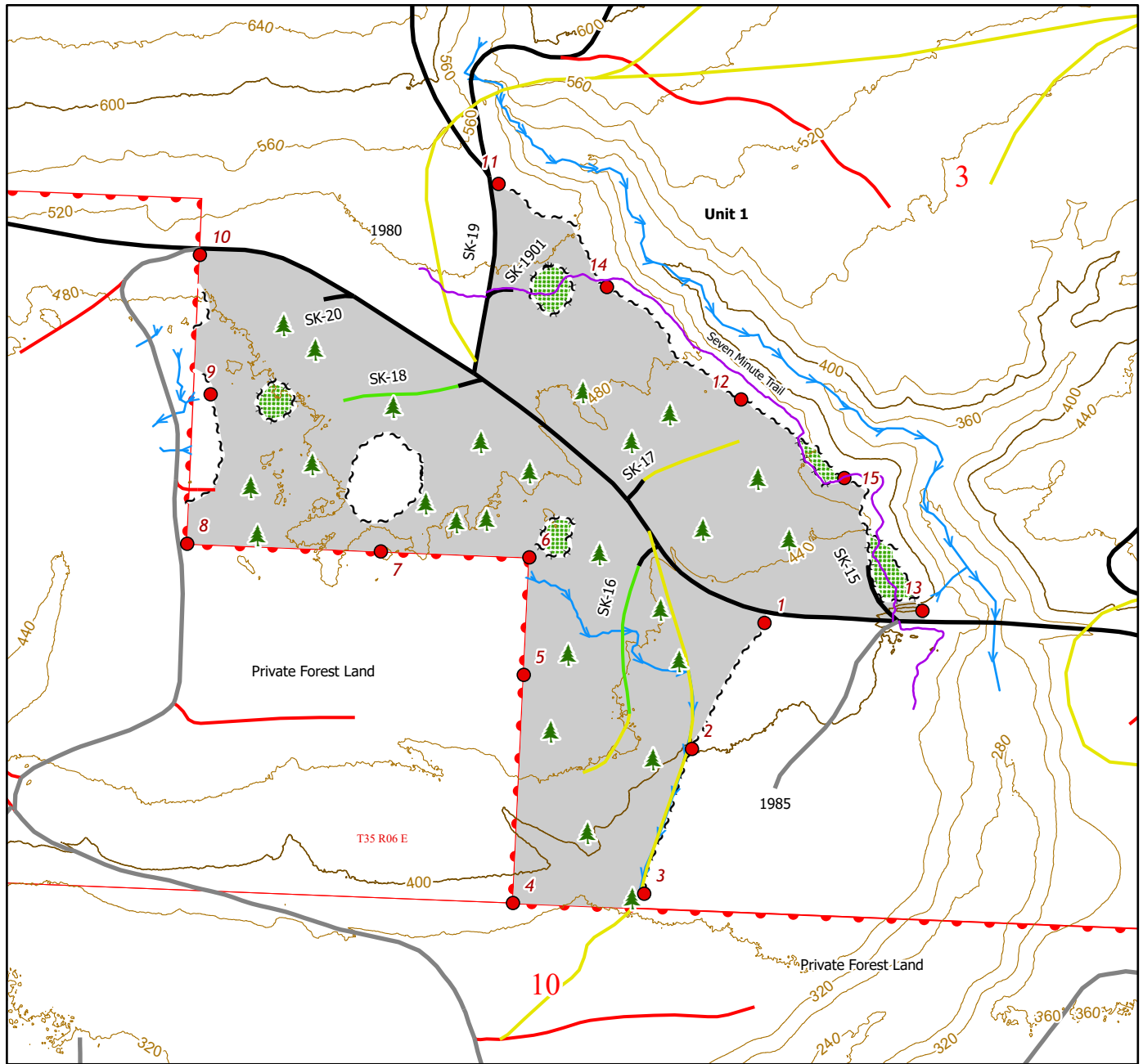
<b>Prepared By:</b> Benjamin Burgess <b>Date:</b> January 2024	<b>Title:</b> Forester	<b>CC:</b>
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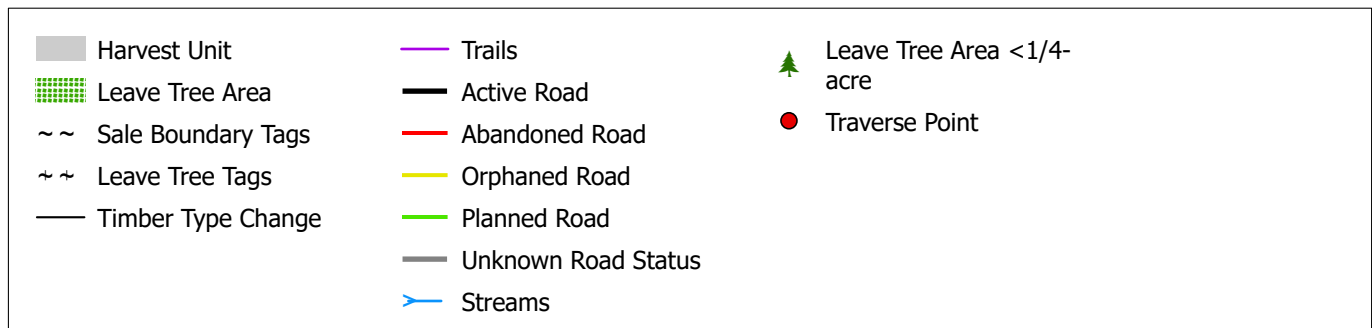
# TRAVERSE MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



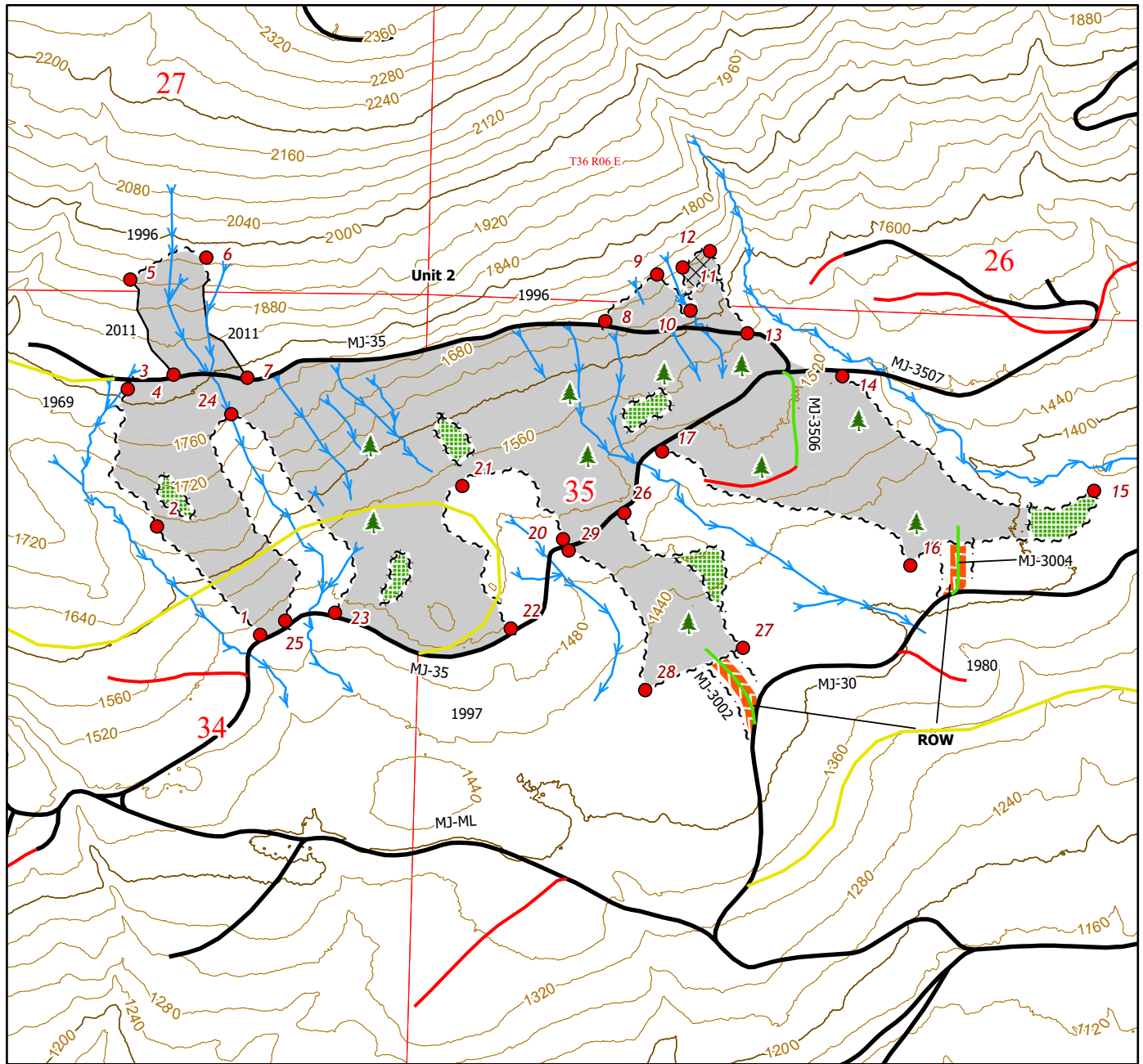
All State Unless Otherwise Noted



# TRAVERSE MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



All State Unless Otherwise Noted

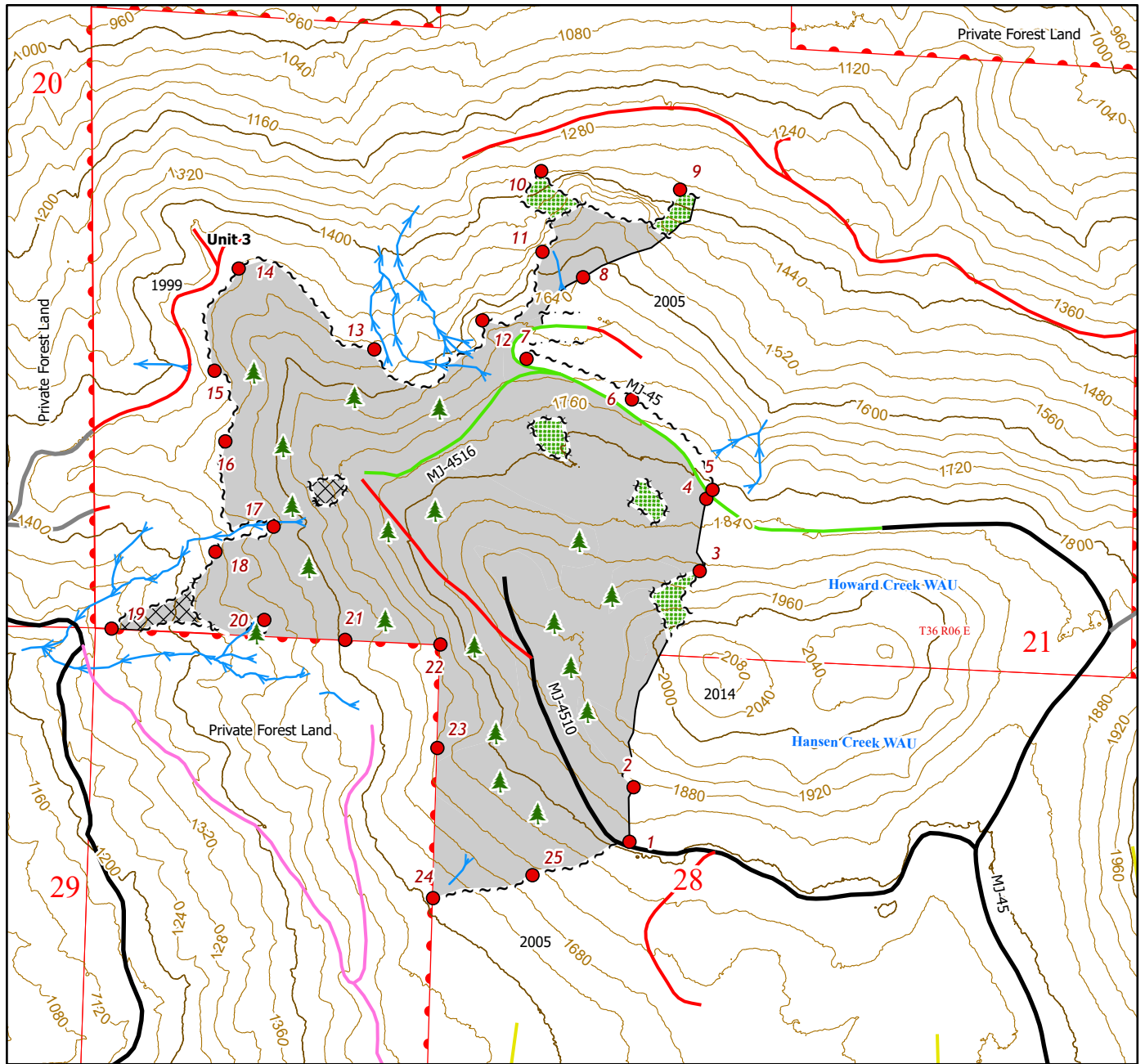
Harvest Unit	Right of Way Tags	Leave Tree Area < 1/4-acre
Right-of-Way Harvest	Timber Type Change	Traverse Point
Leave Tree Area	Active Road	
Non-Tradeable Leave Tree Area	Abandoned Road	
Sale Boundary Tags	Orphaned Road	
Leave Tree Tags	Planned Road	
	Streams	



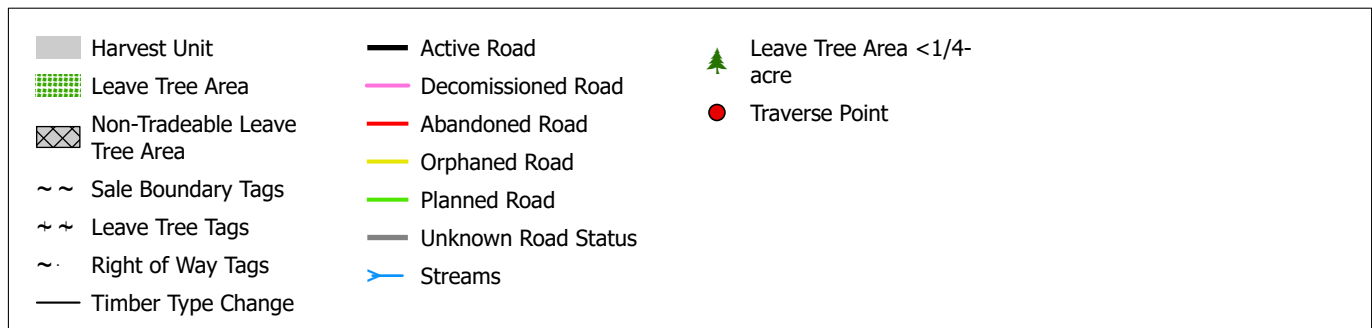
# TRAVERSE MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



All State Unless Otherwise Noted



## Timber Sale Cruise Report Crackerbox

**Sale Name:** CRACKERBOX

**Sale Type:** LUMP SUM

**Region:** NORTHWEST

**District:** BAKER

**Lead Cruiser:** Bailey Vos

**Other Cruisers:** Matt Ilobet

**Cruise Narrative:**

Location:

Cracker Box is comprised of 3 harvest units, located in section 3 of township 35R06E, and sections 21,27,26,28,34,35 of township 36R06E.

Elevation ranges from 400' to 2000'

The sale is accessed via the SK-ML off of Scott Paper RD.

**Cruise Design:**

Unit 1 was cruised using a 46.94 BAF with a 1:1 cruise to count plot ratio.

Units 2 and 3 were cruised using a 54.44 BAF with a 1:1 cruise to count plot ratio.

ROW was cruised using a 54.44 BAF.

The smallest merchantable trees had a DBH of at least 8 inches. If a plot landed in a "Leave Tree Area" the plot was dropped. Log lengths were cruised to maximize the amount of preferred lengths.

**Timber Quality:**

The major species throughout the sale is Douglas fir with minor component of Western Hemlock and Red Cedar. The main component of the sale is 5344 MBF of saw log quality Douglas fir. Defect observed throughout the sale was sinuosity, spike knot and some broken tops.

**Logging and Stand Conditions:**

Approximately 75% of the sale is ground based the remaining 25% is a mix of uphill and downhill cable harvesting. Unit 3 has areas of steep terrain, but the ground is clear. The majority of the sale has mildly sloped ground with harvester friendly operating.

**General Remarks:**

The stand Characteristics throughout the sale showed uniformly stocked "plantation style" Douglas Fir. Crackerbox Cruised out to 29,993 BF per acre. The sale has mellow rolling ground with few areas of steep terrain.

**Timber Sale Notice Volume (MBF)**

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	17.0	6.0		5,344	2,402	2,547	394
WH	13.6			134		127	7
RC	27.1			38		33	5
ALL	17.1	6.0		5,516	2,402	2,708	406

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	40,970	17,018	20,640	3,312
WH	1,106		1,040	66
RC	318		223	94
ALL	42,394	17,018	21,903	3,472

**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 (%)
209.0	3.7	143.6	1.6	29,993	4.0

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
CRACKERBOX 1	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	68.2	71.7	30	17	0
CRACKERBOX 2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	54.6	57.9	22	12	0
CRACKERBOX 3	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	60.4	63.8	29	17	0
CRACKERBOX ROW	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	0.7	0.7	2	2	0
All		183.9	194.1	83	48	0

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.0	39	13,340	13,064	2.1	17,018.5	2,402.4
DF	LIVE	3 SAW	Domestic	8.8	38	13,981	13,852	0.9	20,639.5	2,547.3
DF	LIVE	4 SAW	Domestic	5.8	25	2,171	2,143	1.3	3,312.3	394.2
DF	LIVE	CULL	Cull	15.9	6	127	0	100.0	0.0	0.0
RC	LIVE	3 SAW	Domestic	17.9	36	182	182	0.0	223.2	33.4
RC	LIVE	4 SAW	Domestic	5.5	37	27	25	7.5	94.3	4.5
RC	LIVE	CULL	Cull	19.5	10	45	0	100.0	0.0	0.0
WH	LIVE	3 SAW	Domestic	8.5	38	690	690	0.0	1,040.3	126.9
WH	LIVE	4 SAW	Domestic	6.7	16	37	37	0.0	65.7	6.8

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

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.2	30	5,211	1.2	8,437.4	958.3
DF	8 - 11	LIVE	Domestic	9.7	38	10,704	0.8	15,411.0	1,968.5
DF	12 - 15	LIVE	Cull	12.4	3	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.5	39	10,054	1.5	13,613.7	1,849.0
DF	16 - 19	LIVE	Domestic	16.8	37	2,441	5.0	2,918.6	449.0
DF	16 - 19	LIVE	Cull	16.9	6	0	100.0	0.0	0.0
DF	20+	LIVE	Domestic	22.4	40	647	0.0	589.5	119.1
DF	20+	LIVE	Cull	24.7	16	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	5.5	37	25	7.5	94.3	4.5
RC	12 - 15	LIVE	Domestic	15.8	36	58	0.0	74.3	10.6
RC	16 - 19	LIVE	Domestic	17.9	36	56	0.0	73.2	10.3
RC	16 - 19	LIVE	Cull	19.5	10	0	100.0	0.0	0.0
RC	20+	LIVE	Domestic	21.9	36	68	0.0	75.7	12.5
WH	5 - 7	LIVE	Domestic	7.0	30	273	0.0	479.8	50.2
WH	8 - 11	LIVE	Domestic	10.0	40	454	0.0	626.3	83.5

## Cruise Unit Report CRACKERBOX 1

### Unit Sale Notice Volume (MBF): CRACKERBOX 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.6	6.0		1,816	492	1,135	188
ALL	15.6	6.0		1,816	492	1,135	188

### Unit Cruise Design: CRACKERBOX 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	68.2	71.7	30	17	0

### Unit Cruise Summary: CRACKERBOX 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	66	119	4.0	1
ALL	66	119	4.0	1

### Unit Cruise Statistics: CRACKERBOX 1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	186.2	34.7	6.3	143.0	15.7	1.9	26,622	38.1	6.6
ALL	186.2	34.7	6.3	143.0	15.7	1.9	26,622	38.1	6.6

### Unit Summary: CRACKERBOX 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	66	ALL	15.9	78	101	26,773	26,622	0.6	135.0	186.2	46.7	1,815.6
ALL	LIVE	CUT	66	ALL	15.9	78	101	26,773	26,622	0.6	135.0	186.2	46.7	1,815.6
ALL	ALL	ALL	66	ALL	15.9	78	101	26,773	26,622	0.6	135.0	186.2	46.7	1,815.6

## Cruise Unit Report CRACKERBOX 2

### Unit Sale Notice Volume (MBF): CRACKERBOX 2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	19.3	6.0		1,670	1,042	576	53
ALL	19.3	6.0		1,670	1,042	576	53

### Unit Cruise Design: CRACKERBOX 2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	54.6	57.9	22	12	0

### Unit Cruise Summary: CRACKERBOX 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	44	85	3.9	1
ALL	44	85	3.9	1

### Unit Cruise Statistics: CRACKERBOX 2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	210.3	30.2	6.4	145.5	18.1	2.7	30,595	35.2	7.0
ALL	210.3	30.2	6.4	145.5	18.1	2.7	30,595	35.2	7.0

### Unit Summary: CRACKERBOX 2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	44	ALL	19.3	82	106	31,681	30,595	3.4	103.5	210.3	47.9	1,670.5
ALL	LIVE	CUT	44	ALL	19.3	82	106	31,681	30,595	3.4	103.5	210.3	47.9	1,670.5
ALL	ALL	ALL	44	ALL	19.3	82	106	31,681	30,595	3.4	103.5	210.3	47.9	1,670.5



## Cruise Unit Report CRACKERBOX 3

### Unit Sale Notice Volume (MBF): CRACKERBOX 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	16.4	6.0		1,838	866	824	148
WH	13.6			134		127	7
RC	27.1			38		33	5
ALL	16.6	6.0		2,010	866	984	159

### Unit Cruise Design: CRACKERBOX 3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	60.4	63.8	29	17	0

### Unit Cruise Summary: CRACKERBOX 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	60	111	3.8	1
WH	3	9	0.3	0
RC	4	4	0.1	0
ALL	67	124	4.3	1

### Unit Cruise Statistics: CRACKERBOX 3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	208.4	44.7	8.3	146.0	26.0	3.4	30,429	51.8	9.0
WH	16.9	273.7	50.8	131.1	28.1	16.2	2,215	275.2	53.4
RC	7.5	319.8	59.4	83.7	59.5	29.7	629	325.3	66.4
ALL	232.8	34.7	6.5	142.9	28.6	3.5	33,272	45.0	7.3

### Unit Summary: CRACKERBOX 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	60	ALL	16.0	73	95	30,980	30,429	1.8	149.2	208.4	52.1	1,837.9
RC	LIVE	CUT	4	ALL	27.1	69	90	772	629	18.6	1.9	7.5	1.4	38.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	3	ALL	14.8	67	87	2,215	2,215	0.0	14.1	16.9	4.4	133.8
ALL	LIVE	CUT	67	ALL	16.1	72	94	33,967	33,272	2.0	165.2	232.8	57.9	2,009.6
ALL	ALL	ALL	67	ALL	16.1	72	94	33,967	33,272	2.0	165.2	232.8	57.9	2,009.6

## Cruise Unit Report CRACKERBOX ROW

### Unit Sale Notice Volume (MBF): CRACKERBOX ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	12.1			20	2	12	5
ALL	12.1			20	2	12	5

### Unit Cruise Design: CRACKERBOX ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	0.7	0.7	2	2	0

### Unit Cruise Summary: CRACKERBOX ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	10	5.0	0
ALL	10	10	5.0	0

### Unit Cruise Statistics: CRACKERBOX ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	272.2	28.3	20.0	104.4	22.3	7.1	28,412	36.0	21.2
ALL	272.2	28.3	20.0	104.4	22.3	7.1	28,412	36.0	21.2

### Unit Summary: CRACKERBOX ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	12.1	51	73	28,412	28,412	0.0	340.9	272.2	78.3	19.9
ALL	LIVE	CUT	10	ALL	12.1	51	73	28,412	28,412	0.0	340.9	272.2	78.3	19.9
ALL	ALL	ALL	10	ALL	12.1	51	73	28,412	28,412	0.0	340.9	272.2	78.3	19.9



# Forest Practices Application/Notification Notice of Decision

FPA/N No: 2819480

Effective Date: 8/29/2024

Expiration Date: 8/29/2027

Shut Down Zone: 656/658

EARR Tax Credit:  Eligible  Non-eligible

Reference: Crackerbox

### Decision

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

### FPA/N Classification

- Class II     Class III     Class IVG     Class IVS

### Number of Years Granted on Multi-Year Request

- 4 years     5 years

### Conditions on Approval/Reasons for Disapproval

Issued By: Bryent Daugherty

Region: Northwest Region

Title: Resource Protection Forester

Date: 8/29/2024

Copies to:             Landowner, Timber Owner, and Operator

Issued in person:  LO  TO  OP    By: 

Date: 8/30/2024

**Appeal Information**

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

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

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

Information regarding the Pollution Control Hearings Board can be found at: <https://eluh0.wa.gov/>

**Other Applicable Laws**

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

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

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

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

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

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

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

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

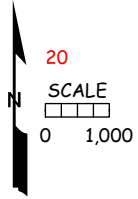
**DNR Declaration of Mailing**

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

\_\_\_\_\_  
(Date)

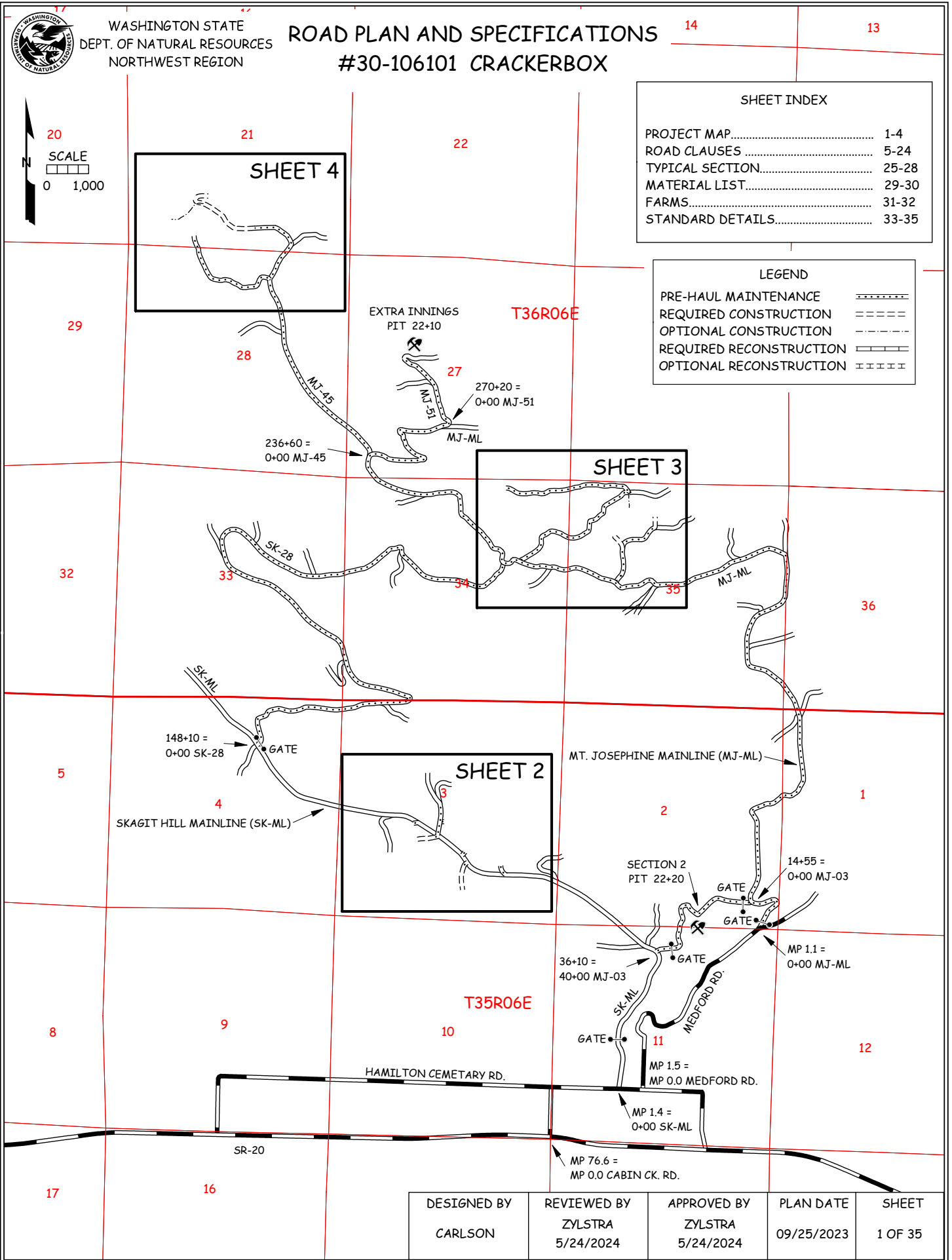
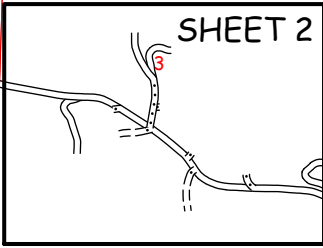
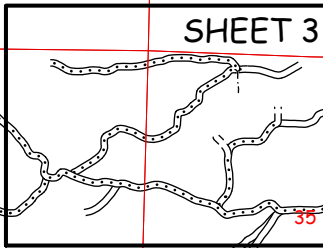
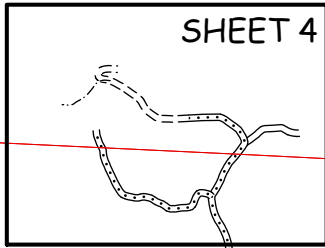
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(City & State where signed)

\_\_\_\_\_  
(Signature)

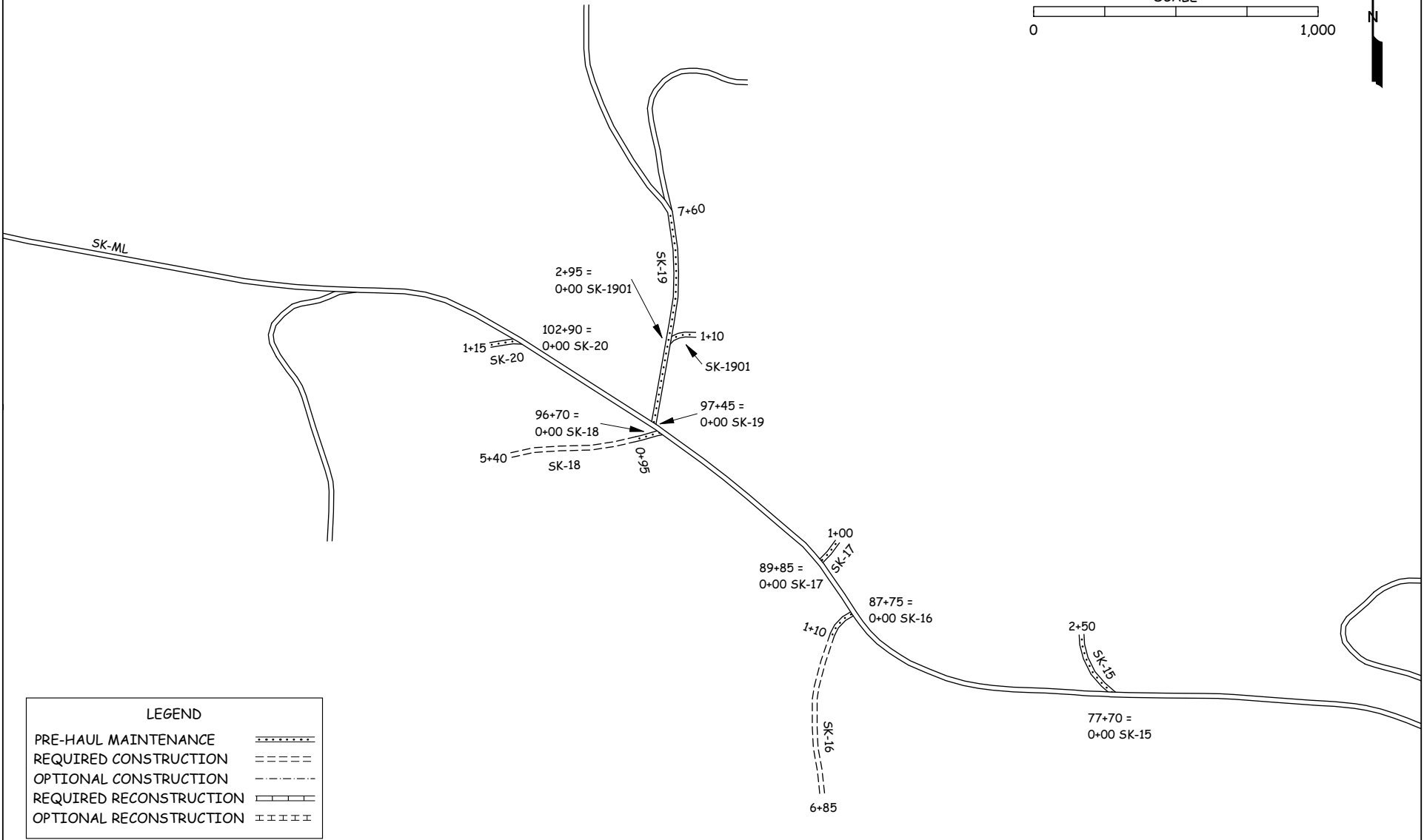
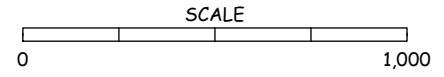


SHEET INDEX	
PROJECT MAP.....	1-4
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LEGEND	
PRE-HAUL MAINTENANCE	=====
REQUIRED CONSTRUCTION	=====
OPTIONAL CONSTRUCTION	-----
REQUIRED RECONSTRUCTION	=====
OPTIONAL RECONSTRUCTION	=====

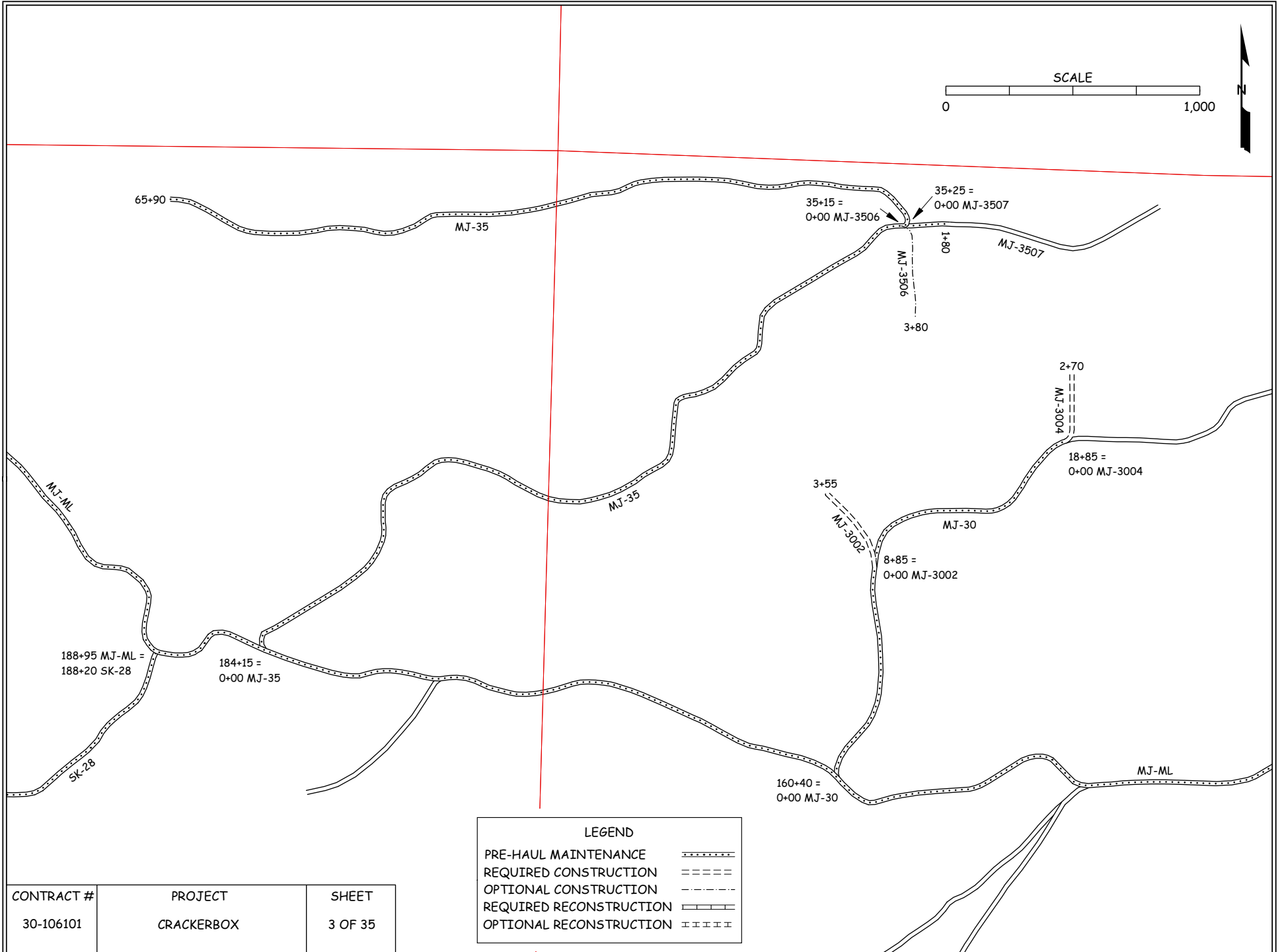
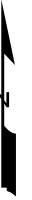
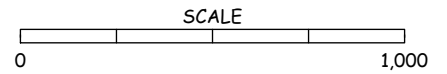


DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
CARLSON	ZYLSTRA 5/24/2024	ZYLSTRA 5/24/2024	09/25/2023	1 OF 35



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

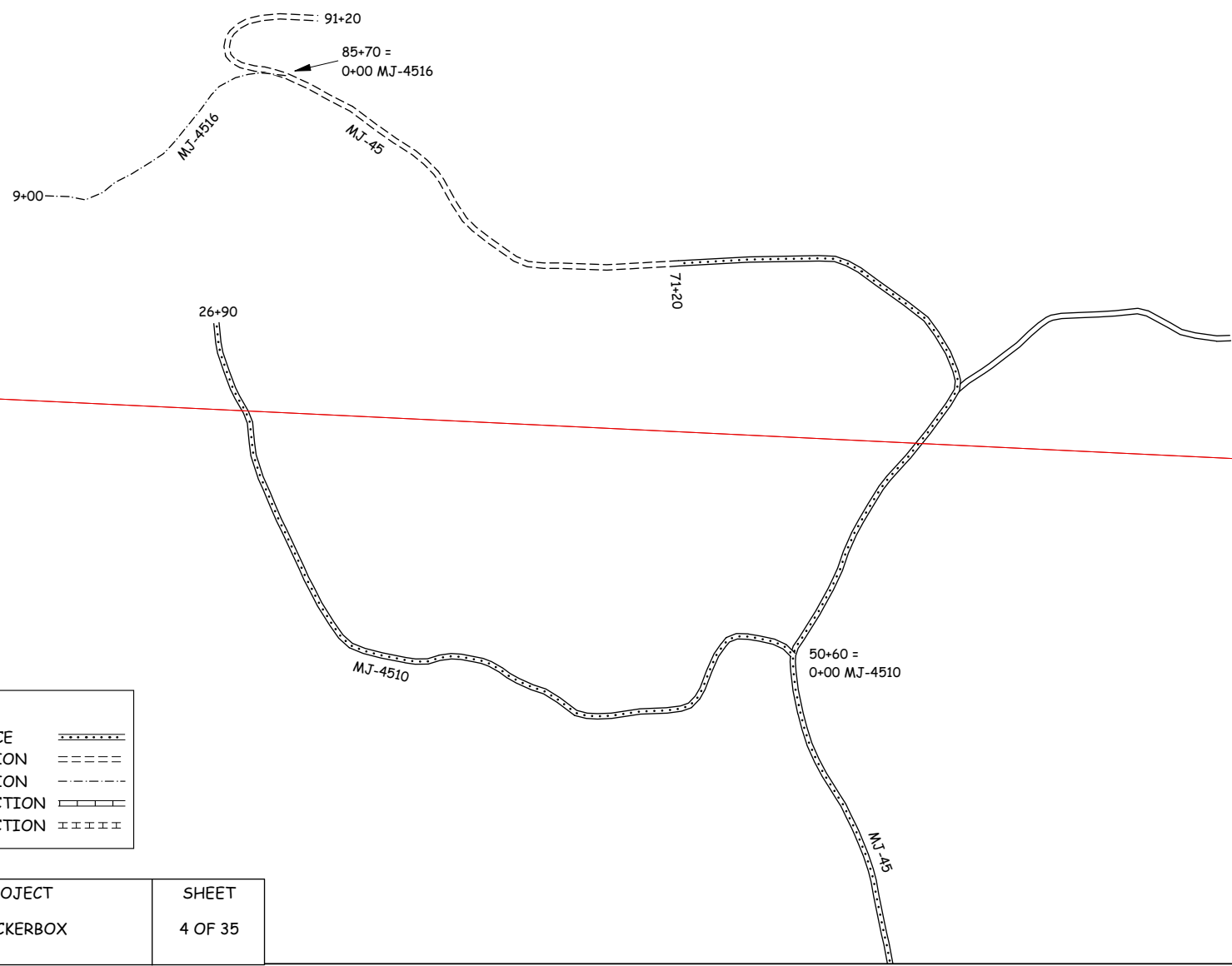
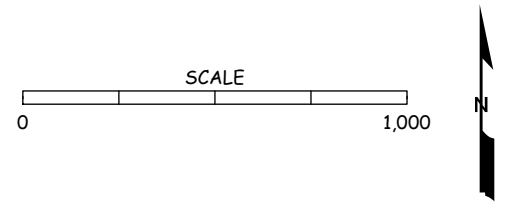
CONTRACT #	PROJECT	SHEET
30-106101	CRACKERBOX	2 OF 35



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

CONTRACT #	PROJECT	SHEET
30-106101	CRACKERBOX	3 OF 35





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

CONTRACT #	PROJECT	SHEET
30-106101	CRACKERBOX	4 OF 35

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

CRACKERBOX TIMBER SALE ROAD PLAN  
SKAGIT COUNTY  
BAKER DISTRICT  
NORTHWEST REGION

AGREEMENT NO.: 30-106101

STAFF ENGINEER: CARLSON

DATE: SEPTEMBER 25, 2023

SECTION 0 – SCOPE OF PROJECT

**0-1 ROAD PLAN SCOPE**

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

**0-2 REQUIRED ROADS**

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
SK-15	0+00 to 2+50	Pre-haul Maintenance
SK-16	0+00 to 1+10	Pre-haul Maintenance
SK-16	1+10 to 6+85	Construction
SK-17	0+00 to 1+00	Pre-haul Maintenance
SK-18	0+00 to 0+95	Pre-haul Maintenance
SK-18	0+95 to 5+40	Construction
SK-19	0+00 to 7+60	Pre-haul Maintenance
SK-1901	0+00 to 1+10	Pre-haul Maintenance
SK-20	0+00 to 1+15	Pre-haul Maintenance
MJ-ML	0+00 to 270+20	Pre-haul Maintenance
MJ-03	0+00 to 40+00	Pre-haul Maintenance
MJ-30	0+00 to 18+85	Pre-haul Maintenance
MJ-3002	0+00 to 3+55	Construction
MJ-3004	0+00 to 2+70	Construction
MJ-35	0+00 to 65+90	Pre-haul Maintenance
MJ-3507	0+00 to 1+80	Pre-haul Maintenance
MJ-45	0+00 to 71+20	Pre-haul Maintenance
MJ-45	71+20 to 91+20	Construction
MJ-4510	0+00 to 26+90	Pre-haul Maintenance
MJ-51	0+00 to 22+10	Pre-haul Maintenance

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
SK-28	0+00 to 188+20	Pre-haul Maintenance (Required if used for any hauling)
MJ-3506	0+00 to 3+80	Construction
MJ-4516	0+00 to 9+00	Construction

**0-4 CONSTRUCTION**

Construction includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, turnout, turnaround, and landing construction, culvert installation, and application of gravel pit run rock.

**0-6 PRE-HAUL MAINTENANCE**

All pre-haul maintenance includes, but is not limited to the following items:

- Brushing
- Cleaning of all culvert inlets, headwalls, and catch basins
- Blading, shaping, and ditching the road prism to the dimensions shown in the TYPICAL SECTION

**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 will involve processing rock to generate gravel pit run rock and riprap. 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 construction stakes.

**1-4 ROAD TOLERANCES**

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

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

**1-6 ORDER OF PRECEDENCE**

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

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

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

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

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

**1-23 ROAD WORK PHASE APPROVAL**

Purchaser shall obtain approval from the Contract Administrator upon completion of each of the following phases of road work, if applicable:

- Right-of-way
  - Falling/decking
  - Clearing/grubbing
- Subgrade Construction
  - Excavation and embankment to subgrade
  - Culvert installation
  - Ditch construction
  - Subgrade compaction
- Rock application
  - Rock compaction
  - Rock depth
- Erosion and sediment control
- Revegetation

**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>Road</u>	<u>Activity</u>	<u>Closure Period</u>
SK-28	All Activities except brushing	November 1 to March 31 <b>(Non-Waivable)</b>
All other roads	All Activities	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 6 inches on 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. 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 shape the existing surface before any hauling.

<u>Road</u>	<u>Stations</u>
All Pre-haul Maintenance roads	All stations

**2-6 CLEANING CULVERTS**

On the following roads, Purchaser shall use an excavator or backhoe to clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before any hauling.

<u>Road</u>	<u>Stations</u>
All Pre-haul Maintenance roads	All stations

**2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS**

On the following roads, Purchaser shall use an excavator or backhoe to clean ditches, headwalls, and catch basins. Work must be done in accordance with the TYPICAL SECTION and Purchaser shall obtain written approval from the Contract Administrator before any hauling

<u>Road</u>	<u>Stations</u>
All Pre-haul Maintenance roads	All stations

**SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

**3-1 BRUSHING**

On the following road, Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
All Pre-haul Maintenance roads	All stations

**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 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 50%.
- 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 the application of rock.

### **3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS**

Waste areas for organic debris are located within the cleared right-of-way or in natural openings as designated at areas approved in writing by the Contract Administrator.

### **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**

### **4-1 EXCAVATOR CONSTRUCTION**

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

**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 except as designed:

- 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 50 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.

**4-4 SWITCHBACK STANDARDS**

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

- Maximum adverse grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

**4-5 CUT SLOPE RATIO**

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

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

**4-6 EMBANKMENT SLOPE RATIO**

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 are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

**4-22 TURNAROUNDS**

At the end of all roads exceeding five stations, purchaser shall construct turnarounds as shown on the TURNAROUND DETAIL. Turnaround type and location are subject to written approval by the Contract Administrator.

**4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

Purchaser shall construct 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 needed and as directed by the Contract Administrator. 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 identified in Clause 4-37 WASTE AREA LOCATION.

**4-37 WASTE AREA LOCATION**

Purchaser shall deposit waste material in areas identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of 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.
- Outside the clearing limits.

**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 and reconstructed subgrades 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 MATERIALS 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 and must meet the specifications in Clauses 10-15 through 10-24.

**5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the MATERIALS 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" 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.

**5-17 CROSS DRAIN SKEW AND SLOPE**

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

**5-18 CULVERT DEPTH OF COVER**

Cross drain culverts 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 at all cross drain culverts, Energy dissipater installation is subject to approval by the Contract Administrator.

Rock used for energy dissipaters must be light/loose riprap. Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet. Rock must be set in place by machine. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed. Rock type shall meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

**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. 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.

**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>
Section 2 Pit	Sta. 22+18 of the MJ-03 road.	gravel pit run rock
Extra Innings Pit	Sta. 22+10 of the MJ-51 road.	riprap

**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>
Section 2 Pit
Extra Innings Pit

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:

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

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

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

**6-23 ROCK GRADATION TYPES**

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

**6-41 GRAVEL PIT RUN ROCK**

No more than 20 percent of the rock may be larger than 4 inches in any dimension and no rock may be larger than 8 inches in any dimension. Gravel pit run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.



**6-50 LIGHT LOOSE RIP RAP**

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

<u>At Least/Not More Than</u>	<u>Weight Range</u>
20% / 90%	300 lbs. to 1 ton
80% / --	50 lbs. to ½ ton
10% / 20%	50 lbs. max

**6-51 HEAVY LOOSE RIP RAP**

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

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
30% / 90%	1 ton to 3 ton	36" - 54"
70% / 90%	500 lbs. to 1 ½ ton	24" - 42"
10% / 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.

**6-70 APPROVAL BEFORE ROCK APPLICATION**

Purchaser shall obtain written approval from the Contract Administrator for culvert installation, ditch construction, ditch reconstruction, headwall construction, headwall reconstruction, subgrade shape, and compaction 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. Road surfaces must be compacted in accordance with the TYPICAL SECTION 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 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 50 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. Cover all exposed soils using manual dispersal of grass seed and fertilizer. Other methods of covering must be approved in writing by the Contract Administrator.

### **8-16 REVEGETATION SUPPLY**

The Purchaser shall provide the required grass 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 dispersed 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 seed and fertilizer at no addition 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.

<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**

Purchaser shall reduce or relocate the landing embankment. Place excavated material in a waste area approved in writing by the Contract Administrator.

**9-15 ROAD CLOSURE**

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

<u>Road</u>	<u>Location</u>	<u>Requirements</u>
MJ-03	Eco-block barrier along south property line on the west side of Section 2 Pit	Re-position eco-blocks to create barrier with private landowner.

## SECTION 10 MATERIALS

**10-1 GEOTEXTILE FOR SUBSURFACE DRAINAGE**

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

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Non-woven
Apparent opening size	D 4751	No. 80 max
Water permittivity	D 4491	0.3 sec <sup>-1</sup>
Grab tensile strength	D 4632	160 lb
Grab tensile elongation	D 4632	>= 50%
Puncture strength	D 6241	310 lb
Tear strength	D 4533	50 lb
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

**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).

**10-17 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.

**10-21 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.

**10-23 RUBBER CULVERT GASKETS**

Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

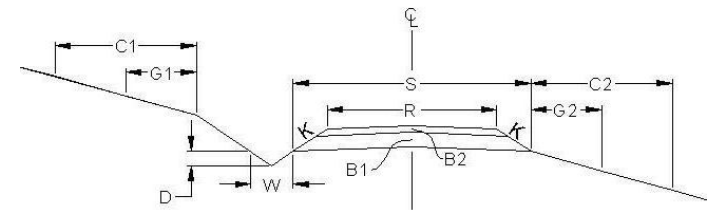
**10-24 GAUGE AND CORRUGATION**

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

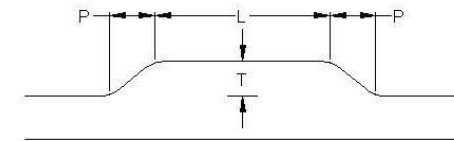
<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 48"	14 (0.079")	2 2/3" X 1/2"
54" to 96"	14 (0.079")	3" X 1"

ROAD #		SK-15	SK-16	SK-16	SK-17
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PRE-HAUL	PRE-HAUL	CONSTRUCT	PRE-HAUL
TOLERANCE CLASS (A/B/C)		A	A	C	A
STATION / MP TO		0+00	0+00	1+10	0+00
STATION / MP		2+50	1+10	6+85	1+00
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	--
TURNOUT WIDTH	T	--	--	10	--
TURNOUT TAPER	P	--	--	25	--
GRUBBING	G1	--	--	5	--
	G2	--	--	5	--
CLEARING	C1	--	--	10	--
	C2	--	--	10	--
ROCK FILLSLOPE	K:1	1½	1½	1½	1½
❖ BALLAST DEPTH	B1	6	6	18	6
CUBIC YARDS / STATION		37	37	124	37
➤ TOTAL CY BALLAST		95	40	715	35
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		95	40	715	35
SUBGRADE WIDTH	S	13.5	13.5	16.5	13.5
BRUSHCUT (Y/N)		Y	Y	N	Y
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	N	Y

TYPICAL SECTION



TURNOUT DETAIL (PLAN VIEW)



**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.

\* BALLAST ROCK QUANTITY OVER CULVERT INSTALLATIONS  
**A** CONSTRUCTION IS ON ABANDONED GRADE

TOTAL GRAVEL PIT RUN ROCK = 4695 CY  
TOTAL RIPRAP = 90 CY

ROAD #		SK-18	SK-18	SK-19	SK-1901	SK-20	SK-28	MJ-ML	MJ-03
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	OPTIONAL	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PRE-HAUL	CONSTRUCT	PRE-HAUL	PRE-HAUL	PRE-HAUL	PRE-HAUL	PRE-HAUL	PRE-HAUL
TOLERANCE CLASS (A/B/C)		A	C	A	A	A	A	A	A
STATION / MP TO		0+00	0+95	0+00	0+00	0+00	0+00	0+00	0+00
STATION / MP		0+95	5+40	7+60	1+10	1+15	188+20	270+20	40+00
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	--	--	--	--	--	--
TURNOUT WIDTH	T	--	10	--	--	--	--	--	--
TURNOUT TAPER	P	--	25	--	--	--	--	--	--
GRUBBING	G1	--	5	--	--	--	--	--	--
	G2	--	5	--	--	--	--	--	--
CLEARING	C1	--	10	--	--	--	--	--	--
	C2	--	10	--	--	--	--	--	--
ROCK FILLSLOPE	K:1	1½	1½	--	1½	1½	--	--	--
❖ BALLAST DEPTH	B1	6	18	--	6	6	--	--	--
CUBIC YARDS / STATION		37	124	--	37	37	--	--	--
➤ TOTAL CY BALLAST		35	550	--	40	45	--	--	--
❖ SURFACING DEPTH	B2	--	--	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		35	675	--	40	45	--	--	--
SUBGRADE WIDTH	S	13.5	16.5	--	13.5	13.5	--	--	--
BRUSHCUT (Y/N)		Y	N	Y	Y	Y	Y	Y	Y
BLADE, SHAPE, & DITCH (Y/N)		Y	N	Y	Y	Y	Y	Y	Y

ROAD #		MJ-30	MJ-3002	MJ-3004	MJ-35	MJ-3506	MJ-3507	MJ-45	MJ-45 A
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	OPTIONAL	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PRE-HAUL	CONSTRUCT	CONSTRUCT	PRE-HAUL	CONSTRUCT	PRE-HAUL	PRE-HAUL	CONSTRUCT
TOLERANCE CLASS (A/B/C)		A	C	C	A	C	A	A	C
STATION / MP TO		0+00	0+00	0+00	0+00	0+00	0+00	0+00	71+20
STATION / MP		18+85	3+55	2+70	65+90	3+80	1+80	71+20	91+20
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	2	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1	1	1
TURNOUT LENGTH	L	--	50	50	--	25	--	--	50
TURNOUT WIDTH	T	--	10	10	--	10	--	--	10
TURNOUT TAPER	P	--	25	25	--	25	--	--	25
GRUBBING	G1	--	5	5	--	5	--	--	5
	G2	--	5	5	--	5	--	--	5
CLEARING	C1	--	10	10	--	10	--	--	10
	C2	--	10	10	--	10	--	--	10
ROCK FILLSLOPE	K:1	--	1½	1½	--	1½	--	--	1½
❖ BALLAST DEPTH	B1	--	18	18	--	18	--	--	6
CUBIC YARDS / STATION		--	124	124	--	124	--	--	37
➤ TOTAL CY BALLAST		--	440	335	--	470	--	--	740
❖ SURFACING DEPTH	B2	--	--	--	--	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--	--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--	--	--	--	--
➤ TOTAL CUBIC YARDS		--	440	335	--	470	--	--	740
SUBGRADE WIDTH	S	--	16.5	16.5	--	16.5	--	--	13.5
BRUSHCUT (Y/N)		Y	N	N	Y	N	Y	Y	N
BLADE, SHAPE, & DITCH (Y/N)		Y	N	N	Y	N	Y	Y	N



ROAD #		MJ-4510	MJ-4516	MJ-51				
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED				
CONSTRUCT / RECONSTRUCT		PRE-HAUL	PRE-HAUL	PRE-HAUL				
TOLERANCE CLASS (A/B/C)		A	C	A				
STATION / MP TO		0+00	0+00	0+00				
STATION / MP		26+90	9+00	22+10				
ROAD WIDTH	R	12	12	12				
CROWN (INCHES @ C/L)		3	3	3				
DITCH WIDTH	W	3	3	3				
DITCH DEPTH	D	1	1	1				
TURNOUT LENGTH	L	--	50	--				
TURNOUT WIDTH	T	--	10	--				
TURNOUT TAPER	P	--	25	--				
GRUBBING	G1	--	5	--				
	G2	--	5	--				
CLEARING	C1	--	10	--				
	C2	--	10	--				
ROCK FILLSLOPE	K:1	--	1½	--				
❖ BALLAST DEPTH	B1	--	18	--				
CUBIC YARDS / STATION		--	124	--				
➤ TOTAL CY BALLAST		--	1115	--				
❖ SURFACING DEPTH	B2	--	--	--				
CUBIC YARDS / STATION		--	--	--				
➤ TOTAL CY SURFACING		--	--	--				
➤ TOTAL CUBIC YARDS		40 *	1115	--				
SUBGRADE WIDTH	S	--	16.5	--				
BRUSHCUT (Y/N)		Y	N	Y				
BLADE, SHAPE, & DITCH (Y/N)		Y	N	Y				

## MATERIALS LIST

LOCATION		CULVERT			DWNST		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
SK-16	1+70	18	30	XX			2	3	L	NT	C			
SK-16	3+85	18	30	XX			2	3	L	NT	C	T5 Stream		
SK-18	1+65	18	30	XX			2	3	L	NT	C			
MJ-3002	1+00	18	30	XX			2	3	L	NT	C			
MJ-3004	1+30	18	30	XX			2	3	L	NT	C			
MJ-3506	0+85	18	30	XX			2	3	L	NT	C			
MJ-3506	2+85	18	30	XX			2	3	L	NT	C			
MJ-45	73+85	18	30	XX			2	3	L	NT	C			
MJ-45	77+40	18	30	XX			2	3	L	NT	C			
MJ-45	79+50	18	30	XX			2	3	L	NT	C			
MJ-45	81+65	18	30	XX			2	3	L	NT	C			
MJ-45	84+20	18	30	XX			2	3	L	NT	C			
MJ-45	89+95	18	30	XX			2	3	L	NT	C			
MJ-4510	17+85	18	36	XX			2	3	L	NT	C			
MJ-4510	23+45	18	30	XX			2	3	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:  <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="text-align: center;"><u>Diameter</u></td> <td style="text-align: center;"><u>Gage</u></td> <td style="text-align: center;"><u>Corrugation</u></td> </tr> <tr> <td style="text-align: center;">18"</td> <td style="text-align: center;">16</td> <td style="text-align: center;">2 2/3" x 1/2"</td> </tr> <tr> <td style="text-align: center;">24" – 48"</td> <td style="text-align: center;">14</td> <td style="text-align: center;">2 2/3" x 1/2"</td> </tr> <tr> <td style="text-align: center;">54" – 96"</td> <td style="text-align: center;">14</td> <td style="text-align: center;">3" x 1"</td> </tr> </table>	
<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>												
18"	16	2 2/3" x 1/2"												
24" – 48"	14	2 2/3" x 1/2"												
54" – 96"	14	3" x 1"												
MJ-4516	0+50	18	50	XX			2	3	L	NT	C	Install beyond junction in low spot and under MJ-45		
MJ-4516	4+50	18	36	XX			2	3	L	NT	C			
MJ-4516	7+80	18	36	XX			2	3	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

## 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

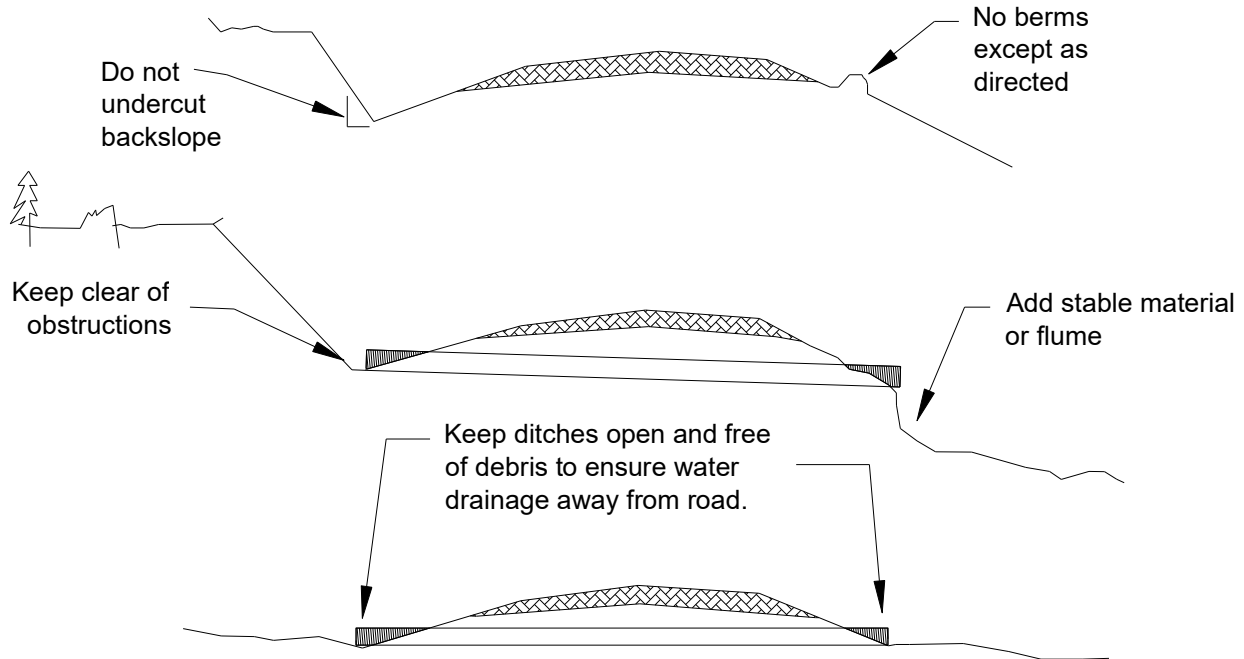
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

### Termination of Use or End of Season

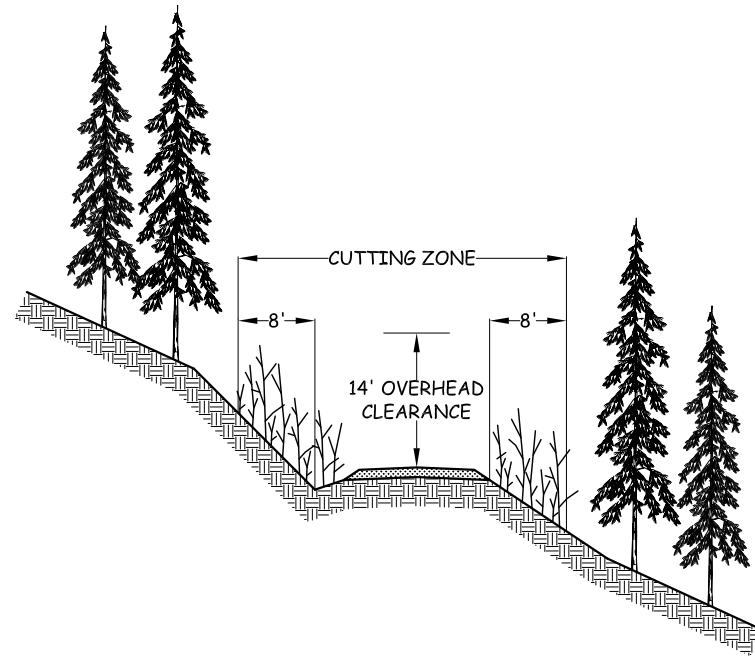
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

### Debris

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



## ROAD BRUSHING DETAILS



### SPECIFICATIONS

BRUSH SHALL BE CUT ON THE ROAD SURFACE AND 8 ft. BACK FROM ROAD DITCH AND OUTSIDE EDGE OF RUNNING SURFACE.

ON THE INSIDE OF SWITCHBACKS AND TIGHT CURVES, BRUSH SHALL BE CUT BACK 16 ft. FOR VISIBILITY.

ON TRUCK TURNOUTS, BRUSH SHALL BE CUT 8 ft. BACK FROM OUTSIDE EDGE.

BRUSH SHALL BE CUT TO PROVIDE AN OVERHEAD CLEARANCE OF 14 ft. ABOVE THE ROAD RUNNING SURFACE.

BRUSH SHALL BE CUT TO WITHIN 6 in. OF THE GROUND.

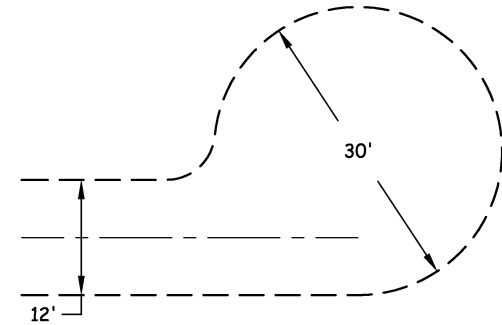
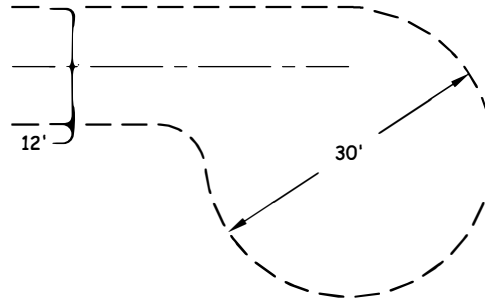
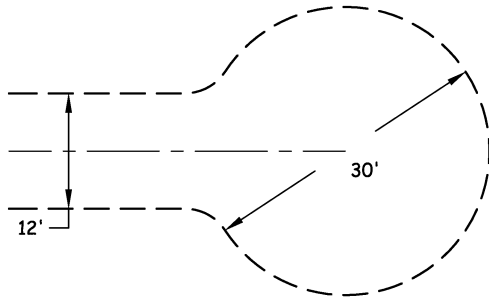
SLASH SHALL BE REMOVED FROM CUT SLOPES ABOVE THE ROAD AND SCATTERED ON EMBANKMENT SLOPES.

DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

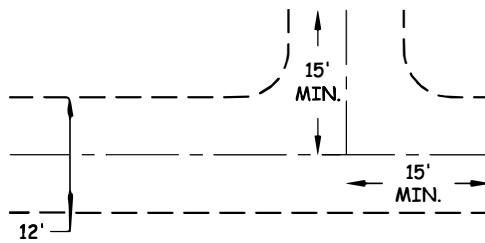
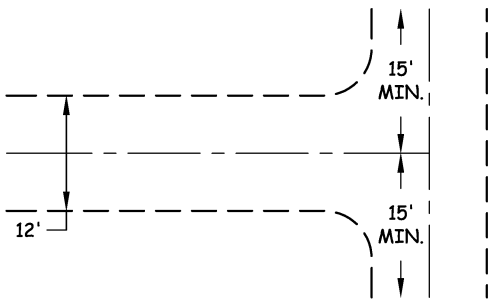
CULVERT INLETS AND OUTLETS SHALL BE CLEANED A MINIMUM DISTANCE OF TWO PIPE DIAMETERS AWAY.

CONTRACT #	PROJECT	SHEET
30-106101	CRACKERBOX	33 OF 35

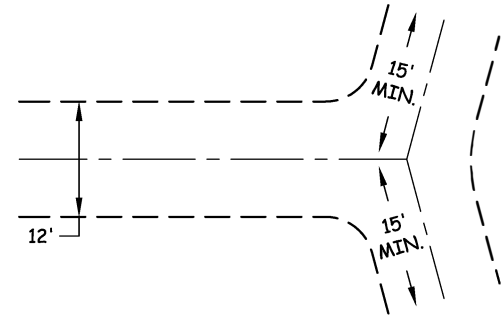
## TURNAROUND DETAILS



CUL-DE-SAC



MUST BE CONSTRUCTED WITHIN  
100' OF THE END OF THE ROAD.



HAMMERHEAD

3-POINT SIDE

3-POINT WYE

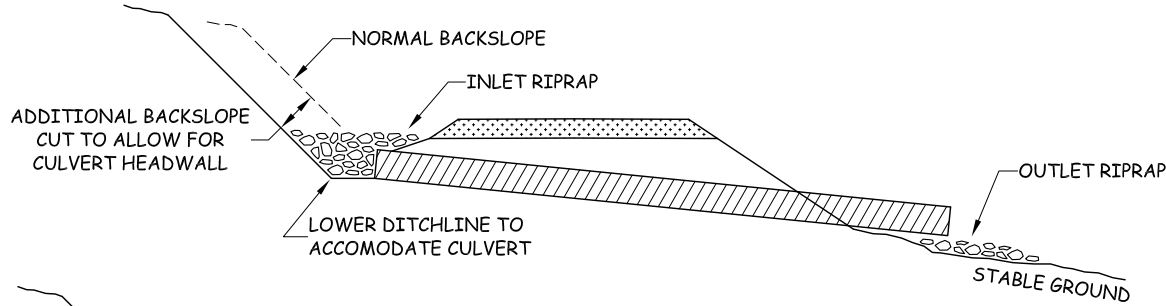
TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

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

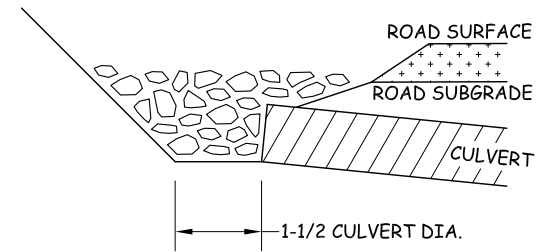
CONTRACT # 30-106101	PROJECT CRACKERBOX	SHEET 34 OF 35
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# CULVERT AND DRAINAGE SPECIFICATIONS

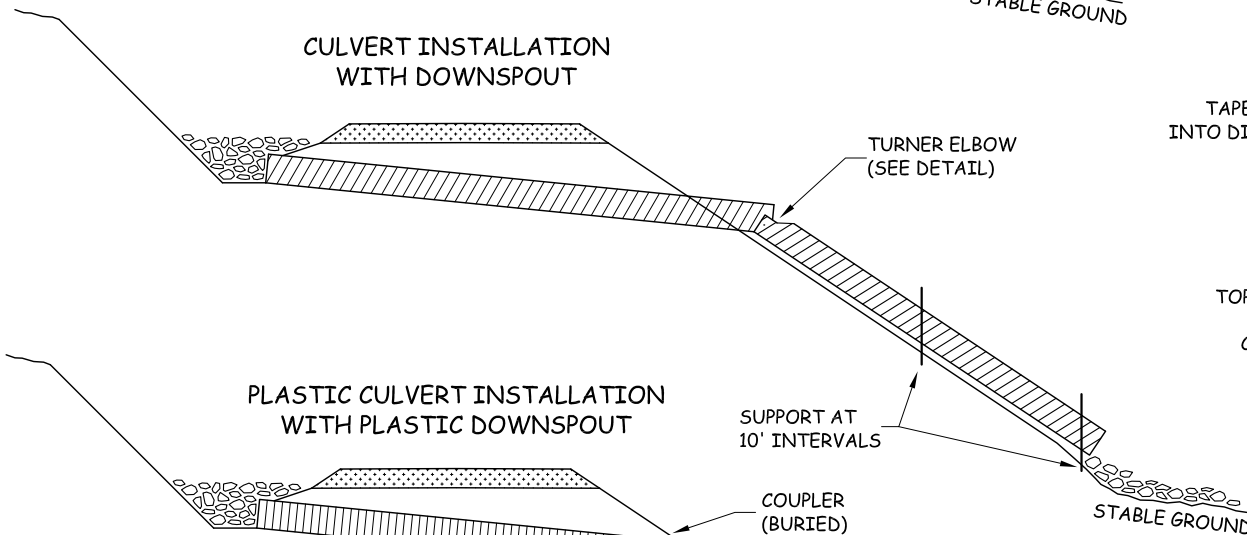
**CULVERT INSTALLATION (TYPICAL)**



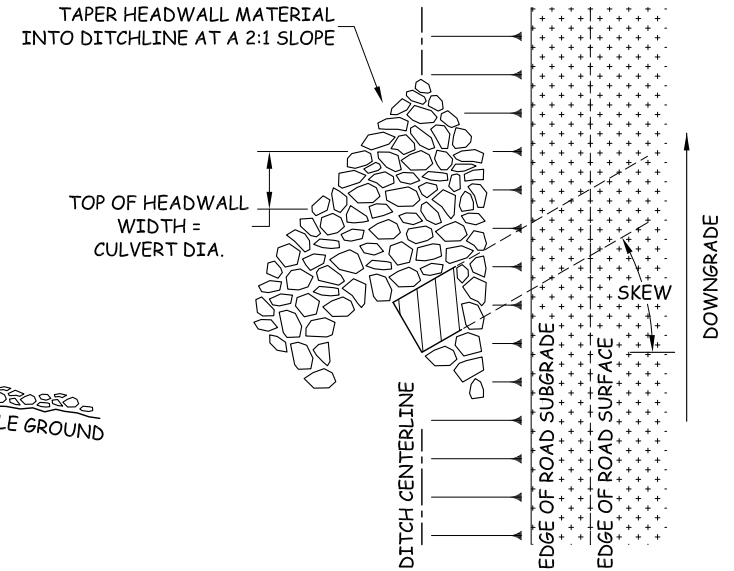
**CULVERT HEADWALL - SECTION VIEW**



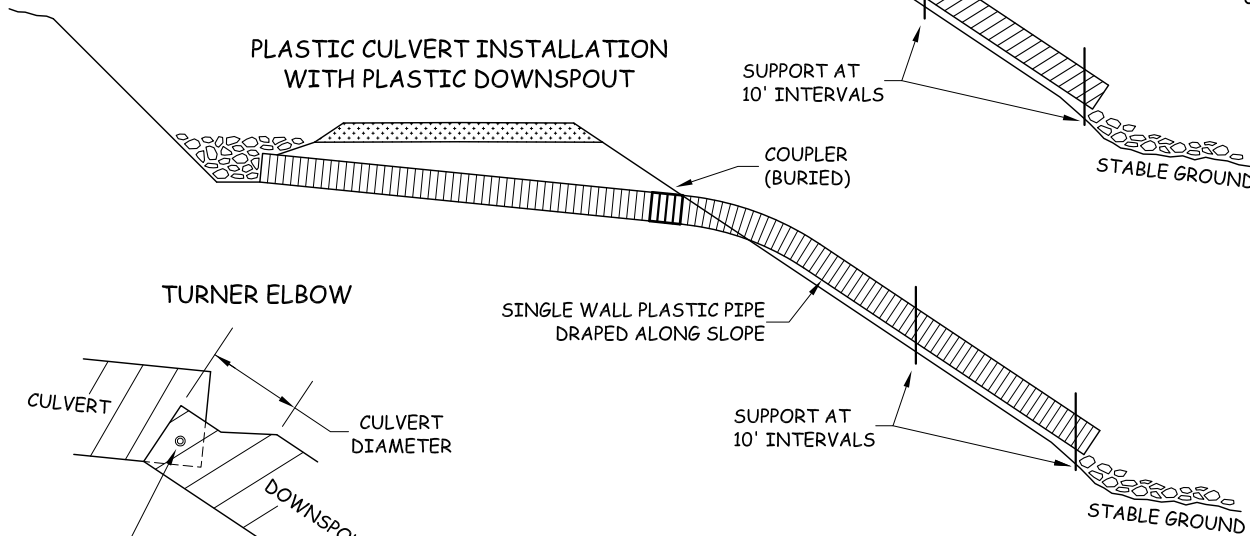
**CULVERT INSTALLATION WITH DOWNSPOUT**



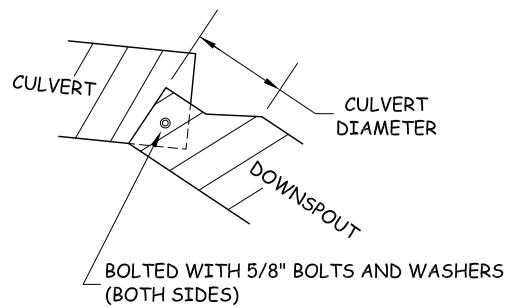
**CULVERT HEADWALL - PLAN VIEW**



**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
30-106101	CRACKERBOX	35 OF 35



**ROAD COST SUMMARY**

CRACKERBOX Timber Sale #30-106101

**CONSTRUCTION SUMMARY**

ROAD #	STATIONING	TOTAL STATIONS	ROCK PRODUCTION COST	ROCK LOADING COST	ROCK HAUL COST	ROCK SPREADING COST	CONSTRUCTION COST	CULVERT COST	OTHER COST	TOTAL COST	COST/STA
SK-16	1+10 to 6+85	5.75	\$0	\$2,063	\$6,105	\$2,207	\$2,848	\$910	\$230	\$14,364	\$2,498
SK-18	0+95 to 5+40	4.45	\$0	\$1,549	\$4,641	\$1,698	\$2,279	\$455	\$178	\$10,799	\$2,427
MJ-3002	0+00 to 3+55	3.55	\$0	\$1,253	\$6,112	\$1,358	\$2,279	\$455	\$142	\$11,599	\$3,267
MJ-3004	0+00 to 2+70	2.70	\$0	\$971	\$4,668	\$1,034	\$1,709	\$455	\$108	\$8,946	\$3,313
MJ-3506	0+00 to 3+80	3.80	\$0	\$1,405	\$6,586	\$1,451	\$1,709	\$910	\$152	\$12,214	\$3,214
MJ-45	71+20 to 91+20	20.00	\$0	\$2,416	\$12,581	\$2,284	\$3,418	\$2,731	\$400	\$23,830	\$1,192
MJ-4516	0+00 to 9+00	9.00	\$0	\$3,209	\$18,583	\$3,442	\$5,127	\$1,850	\$360	\$32,571	\$3,619
									<b>TOTAL</b>	<b>\$114,323</b>	

CONSTRUCTION COSTS include, clearing and grubbing, excavation and embankment, drilling and shooting on grade, and endhaul.

OTHER COSTS include erosion control, grass seeding and fertilizer, and miscellaneous other requirements detailed in the road plan.

**ROAD COST SUMMARY**

CRACKERBOX Timber Sale #30-106101

**PRE-HAUL MAINTENANCE SUMMARY**

ROAD #	STATIONING	TOTAL STATIONS	ROCK PRODUCTION COST	ROCK LOADING COST	ROCK HAUL COST	ROCK SPREADING COST	CULVERT COST	OTHER COST	PRE-HAUL GRADING AND BRUSHING	TOTAL COST	COST/STA
SK-15	0+00 to 2+50	2.50	\$0	\$255	\$784	\$293	\$0	\$427	\$118	\$1,878	\$751
SK-16	0+00 to 1+10	1.10	\$0	\$107	\$330	\$123	\$0	\$285	\$52	\$898	\$816
SK-17	0+00 to 1+00	1.00	\$0	\$94	\$289	\$108	\$0	\$285	\$47	\$823	\$823
SK-18	0+00 to 0+95	0.95	\$0	\$94	\$289	\$108	\$0	\$285	\$45	\$821	\$864
SK-19	0+00 to 7+60	7.60	\$0	\$0	\$0	\$0	\$0	\$142	\$360	\$502	\$66
SK-1901	0+00 to 1+10	1.10	\$0	\$107	\$330	\$123	\$0	\$285	\$52	\$898	\$816
SK-20	0+00 to 1+15	1.15	\$0	\$121	\$371	\$139	\$0	\$285	\$54	\$970	\$844
SK-28	0+00 to 188+20	188.20	\$0	\$0	\$0	\$0	\$0	\$1,139	\$8,911	\$10,050	\$53
MJ-ML	0+00 to 270+20	270.20	\$0	\$0	\$0	\$0	\$0	\$2,279	\$12,794	\$15,072	\$56
MJ-03	0+00 to 40+00	40.00	\$0	\$0	\$0	\$0	\$0	\$570	\$1,894	\$2,464	\$62
MJ-30	0+00 to 18+85	18.85	\$0	\$0	\$0	\$0	\$0	\$285	\$893	\$1,177	\$62
MJ-35	0+00 to 65+90	65.90	\$0	\$0	\$0	\$0	\$0	\$1,139	\$3,120	\$4,260	\$65
MJ-3507	0+00 to 1+80	1.80	\$0	\$0	\$0	\$0	\$0	\$142	\$85	\$228	\$126
MJ-45	0+00 to 71+20	71.20	\$0	\$0	\$0	\$0	\$0	\$854	\$3,371	\$4,226	\$59
MJ-4510	0+00 to 26+90	26.90	\$0	\$250	\$784	\$123	\$997	\$1,139	\$1,274	\$4,568	\$170
MJ-51	0+00 to 22+10	22.10	\$0	\$0	\$0	\$0	\$0	\$570	\$1,046	\$1,616	\$73
									<b>TOTAL</b>	<b>\$50,450</b>	

OTHER COSTS include cleaning culverts, ditches, headwalls, catch basins, culvert installation, and miscellaneous other requirements detailed in the road plan.

**ROAD COST SUMMARY****CRACKERBOX Timber Sale #30-106101****POST-HAUL MAINTENANCE SUMMARY**

<b>ROAD #</b>	<b>STATIONING</b>	<b>TOTAL STATIONS</b>	<b>POST-HAUL GRADING COST</b>	<b>OTHER COST</b>	<b>TOTAL COST</b>	<b>COST/STA</b>
SK-15	0+00 to 2+50	2.50	\$38	\$0	\$38	\$15
SK-16	0+00 to 1+10	1.10	\$17	\$0	\$17	\$15
SK-16	1+10 to 6+85	5.75	\$87	\$0	\$87	\$15
SK-17	0+00 to 1+00	1.00	\$15	\$0	\$15	\$15
SK-18	0+00 to 0+95	0.95	\$14	\$0	\$14	\$15
SK-18	0+95 to 5+40	4.45	\$67	\$0	\$67	\$15
SK-19	0+00 to 7+60	7.60	\$115	\$0	\$115	\$15
SK-1901	0+00 to 1+10	1.10	\$17	\$0	\$17	\$15
SK-20	0+00 to 1+15	1.15	\$17	\$0	\$17	\$15
SK-28	0+00 to 188+20	188.20	\$2,852	\$0	\$2,852	\$15
MJ-ML	0+00 to 270+20	270.20	\$4,094	\$0	\$4,094	\$15
MJ-03	0+00 to 40+00	40.00	\$606	\$0	\$606	\$15
MJ-30	0+00 to 18+85	18.85	\$286	\$0	\$286	\$15
MJ-3002	0+00 to 3+55	3.55	\$54	\$0	\$54	\$15
MJ-3004	0+00 to 2+70	2.70	\$41	\$0	\$41	\$15
MJ-35	0+00 to 65+90	65.90	\$998	\$0	\$998	\$15
MJ-3506	0+00 to 3+80	3.80	\$58	\$0	\$58	\$15
MJ-3507	0+00 to 1+80	1.80	\$27	\$0	\$27	\$15
MJ-45	0+00 to 71+20	71.20	\$1,079	\$0	\$1,079	\$15
MJ-45	71+20 to 91+20	20.00	\$303	\$0	\$303	\$15
MJ-4510	0+00 to 26+90	26.90	\$408	\$0	\$408	\$15
MJ-4516	0+00 to 9+00	9.00	\$136	\$0	\$136	\$15
MJ-51	0+00 to 22+10	22.10	\$335	\$0	\$335	\$15
				<b>TOTAL</b>	<b>\$11,664</b>	

OTHER COSTS include miscellaneous other requirements detailed in the road plan.

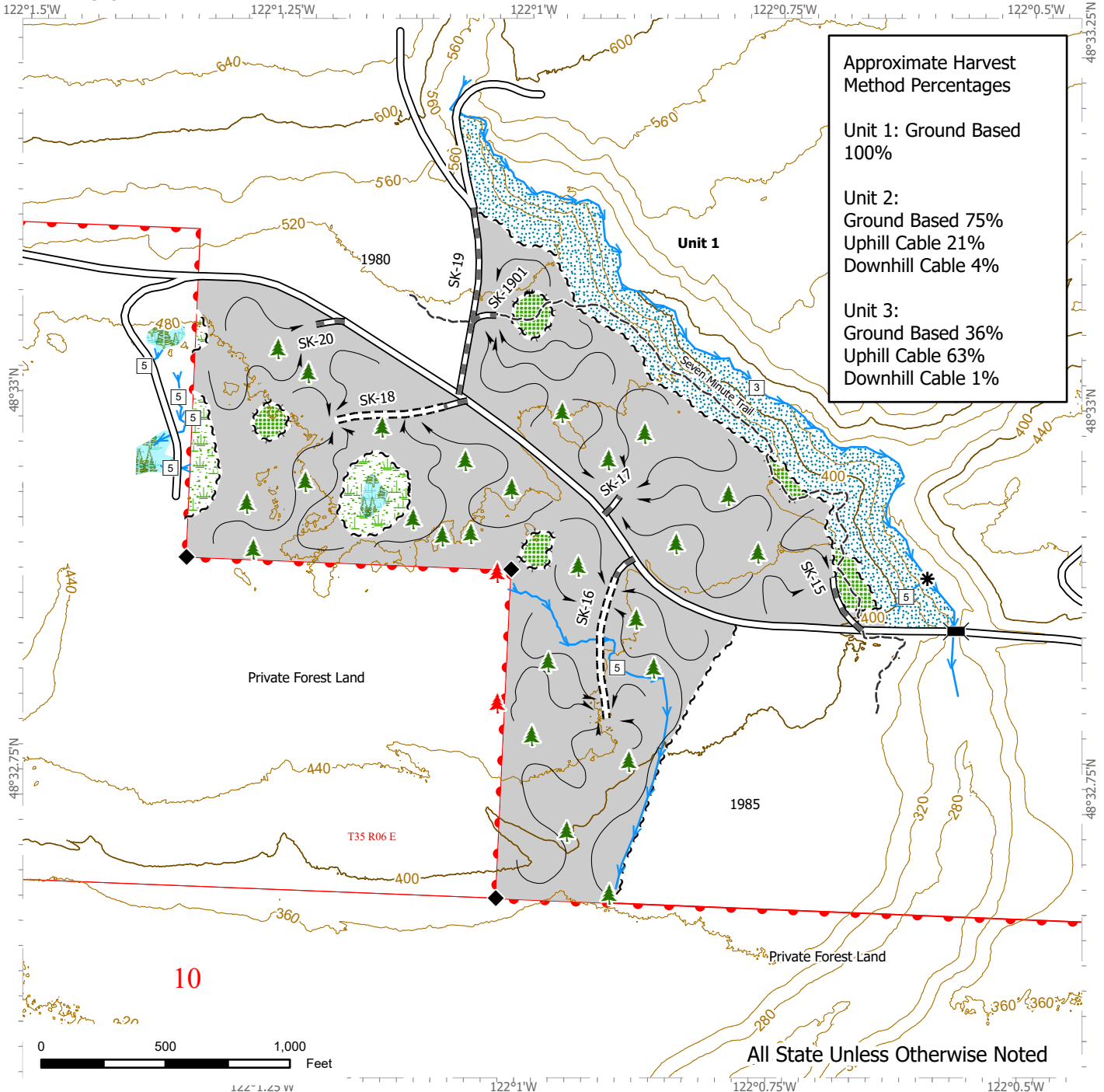
**NOTE: ALL MOBILIZATION COSTS HAVE BEEN AMORTIZED IN WITH OTHER COSTS.**

<b>TOTAL ROAD COST</b>	<b>\$176,436</b>	
<b>SALE VOLUME (MBF)</b>	<b>5513</b>	<b>PRE-CRUISE ESTIMATED VOLUME</b>
<b>ROAD COST/MBF</b>	<b>\$32</b>	

# LOGGING PLAN MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



**Approximate Harvest Method Percentages**

**Unit 1:** Ground Based 100%

**Unit 2:** Ground Based 75%, Uphill Cable 21%, Downhill Cable 4%

**Unit 3:** Ground Based 36%, Uphill Cable 63%, Downhill Cable 1%

10

All State Unless Otherwise Noted

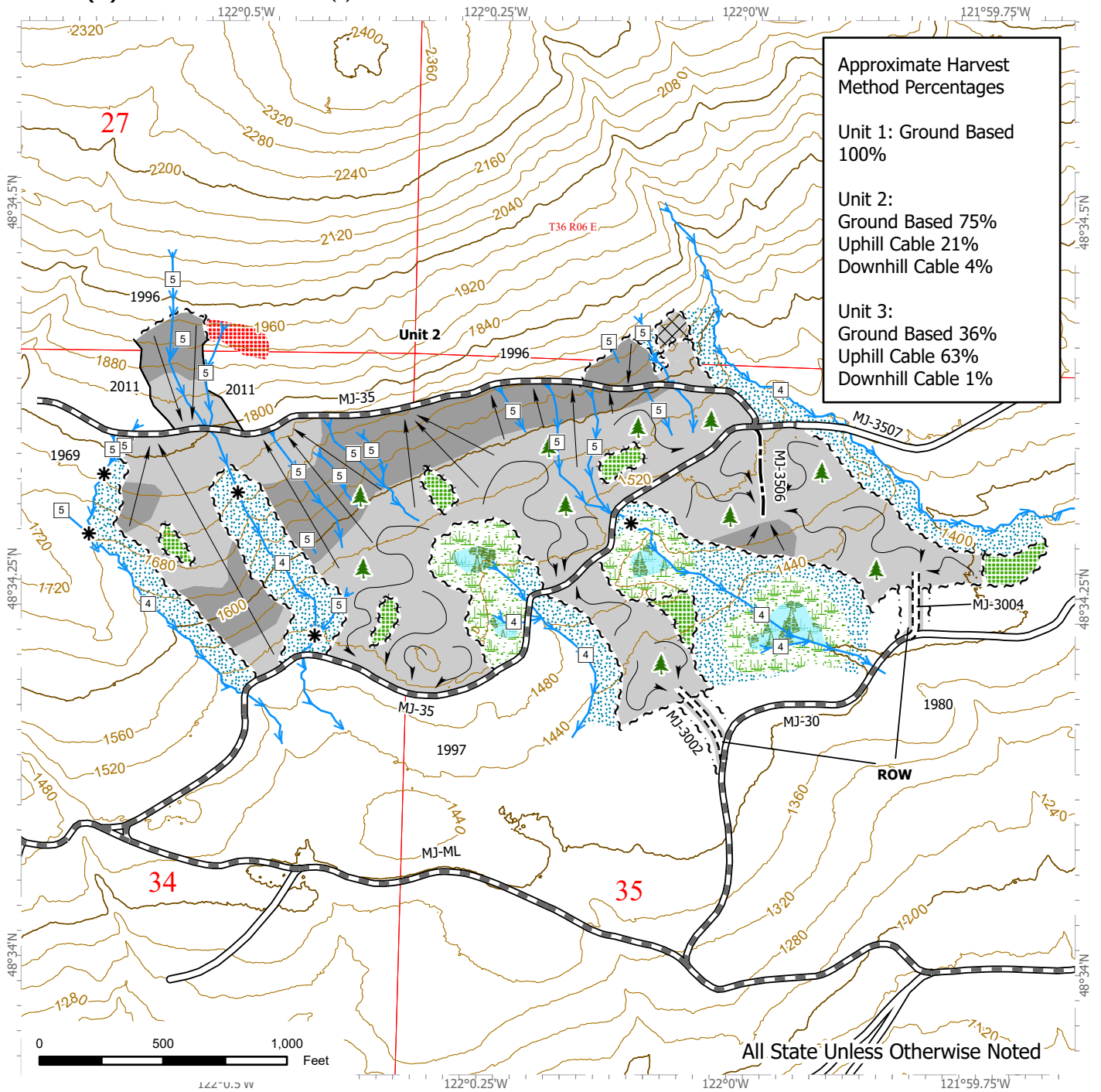
Ground Harvest	Existing Roads	Cable
Leave Tree Area	Required Pre-Haul Maintenance	Ground
Forested Wetland	Required Construction	Stream Type
Wetland Mgt Zone	Trails	Stream Break
Riparian Mgt Zone	Streams	Leave Tree Area <1/4-acre
Sale Boundary Tags		Adjacent Timber Sale Leave Tree
Leave Tree Tags		Survey Monument
Timber Type Change		Bridge



# LOGGING PLAN MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



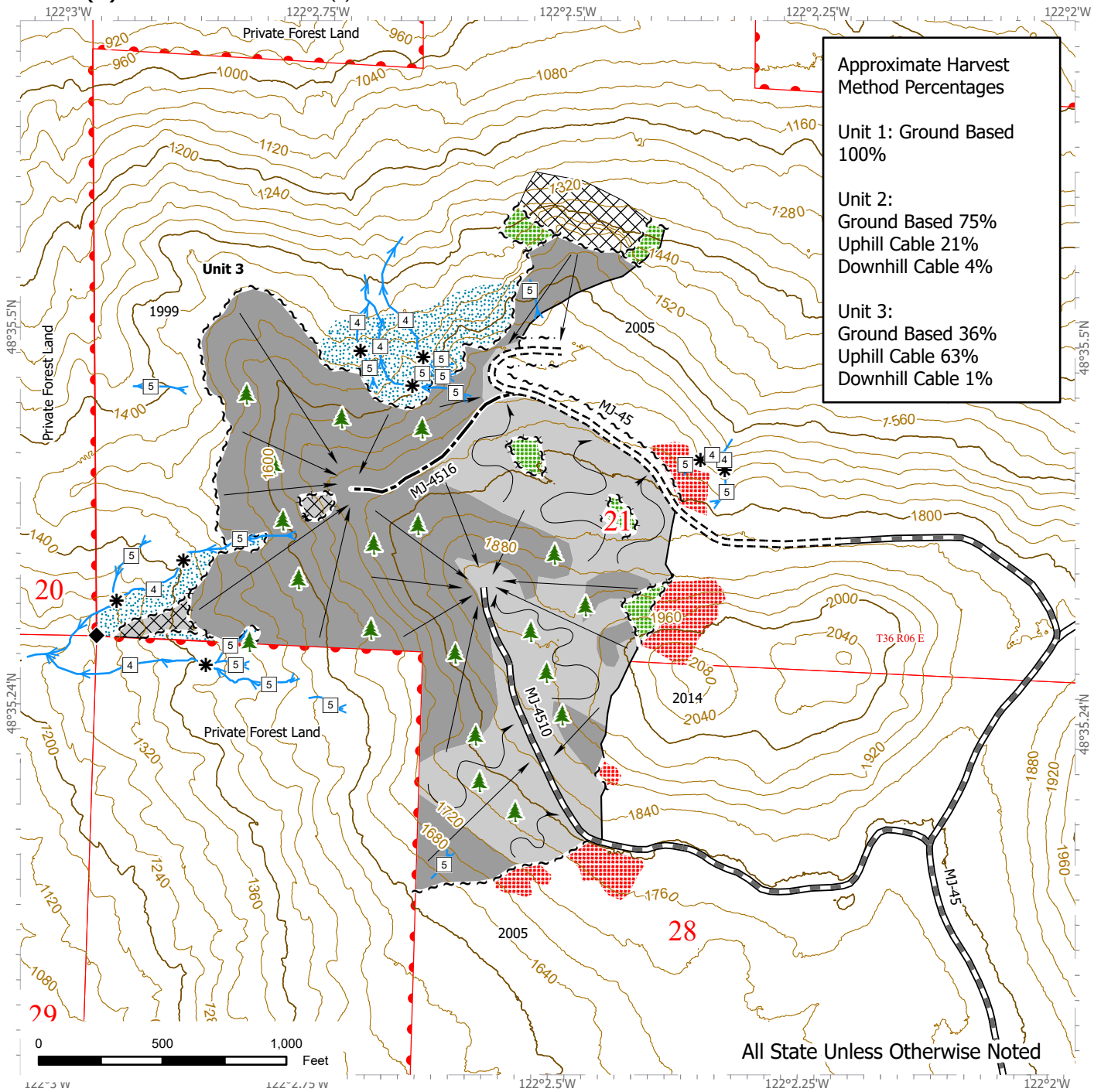
All State Unless Otherwise Noted

Cable Harvest	Leave Tree Tags	Cable
Ground Harvest	Right of Way Tags	Ground
Adjacent Timbersale Leave Trees	Timber Type Change	Stream Type
Leave Tree Area	Existing Roads	Stream Break
Non-Tradeable Leave Tree Area	Required Pre-Haul Maintenance	Leave Tree Area < 1/4-acre
Forested Wetland	Required Construction	
Wetland Mgt Zone	Optional Construction	
Riparian Mgt Zone	Streams	
Sale Boundary Tags		

# LOGGING PLAN MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



**Approximate Harvest Method Percentages**

**Unit 1:** Ground Based 100%

**Unit 2:** Ground Based 75%  
Uphill Cable 21%  
Downhill Cable 4%

**Unit 3:** Ground Based 36%  
Uphill Cable 63%  
Downhill Cable 1%

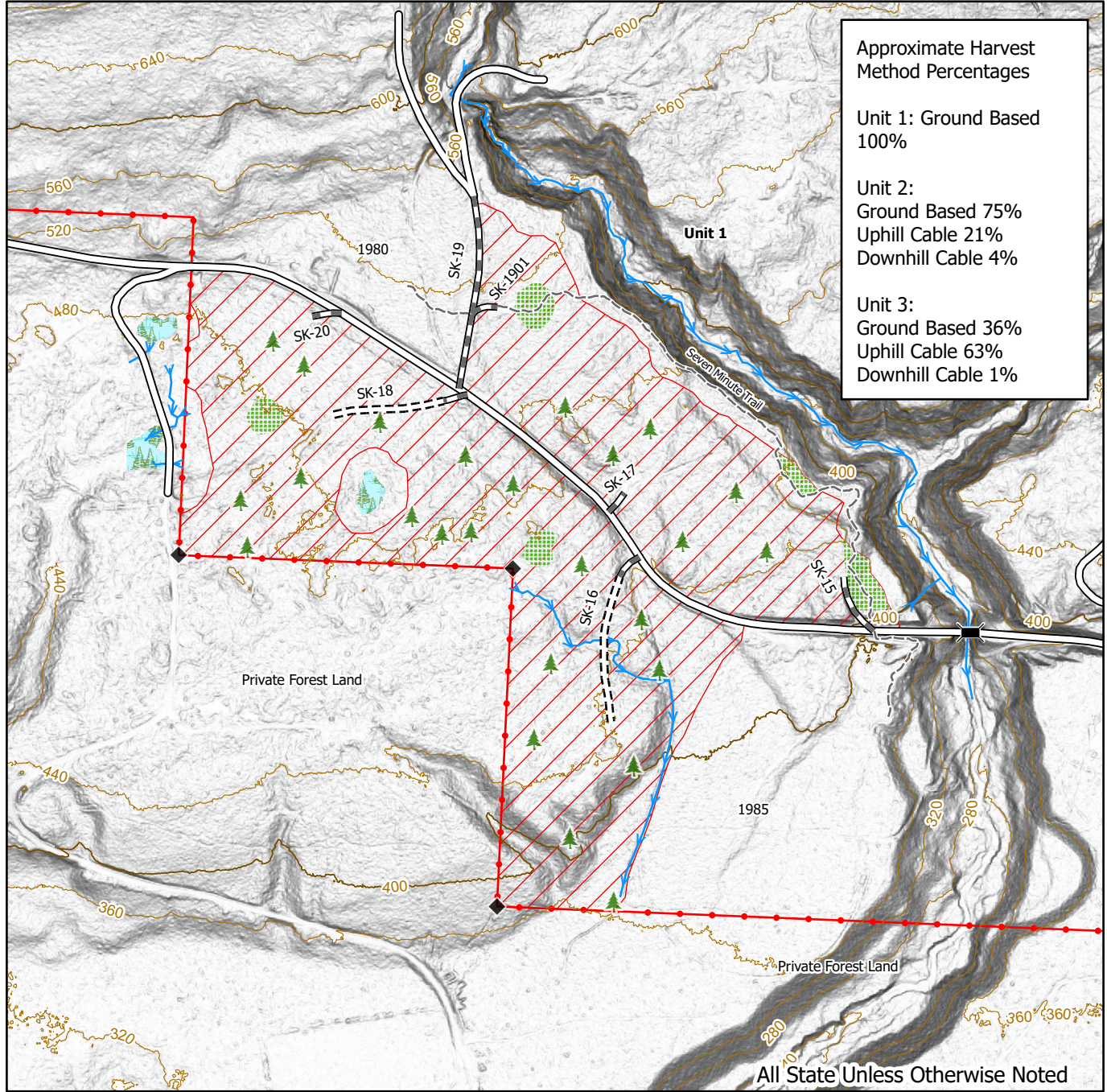
All State Unless Otherwise Noted

Cable Harvest	Leave Tree Tags	WAU
Ground Harvest	Right of Way Tags	Cable
Adjacent Timbersale Leave Trees	Timber Type Change	Ground
Leave Tree Area	Existing Roads	Stream Type
Non-Tradeable Leave Tree Area	Required Pre-Haul Maintenance	Stream Break
Riparian Mgt Zone	Required Construction	Leave Tree Area <1/4-acre
Forested Talus/Cliffs	Optional Construction	Survey Monument
Sale Boundary Tags	Streams	

# LIDAR LOGGING PLAN MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020

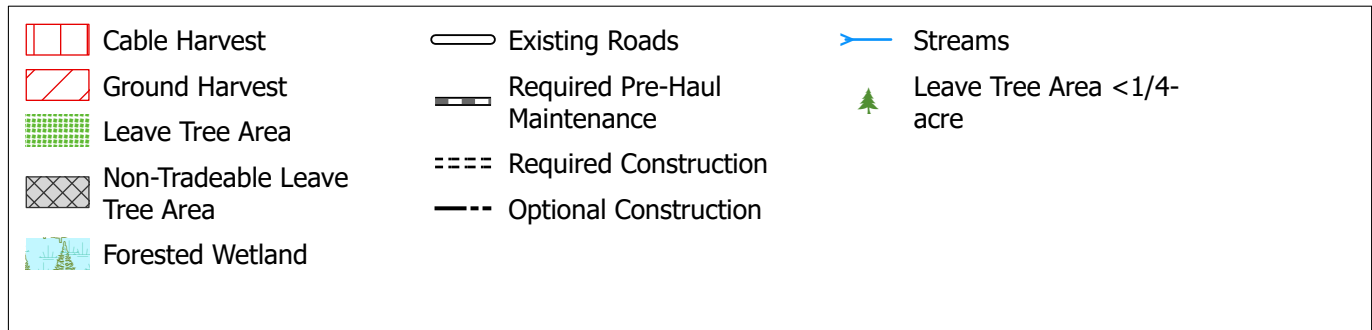
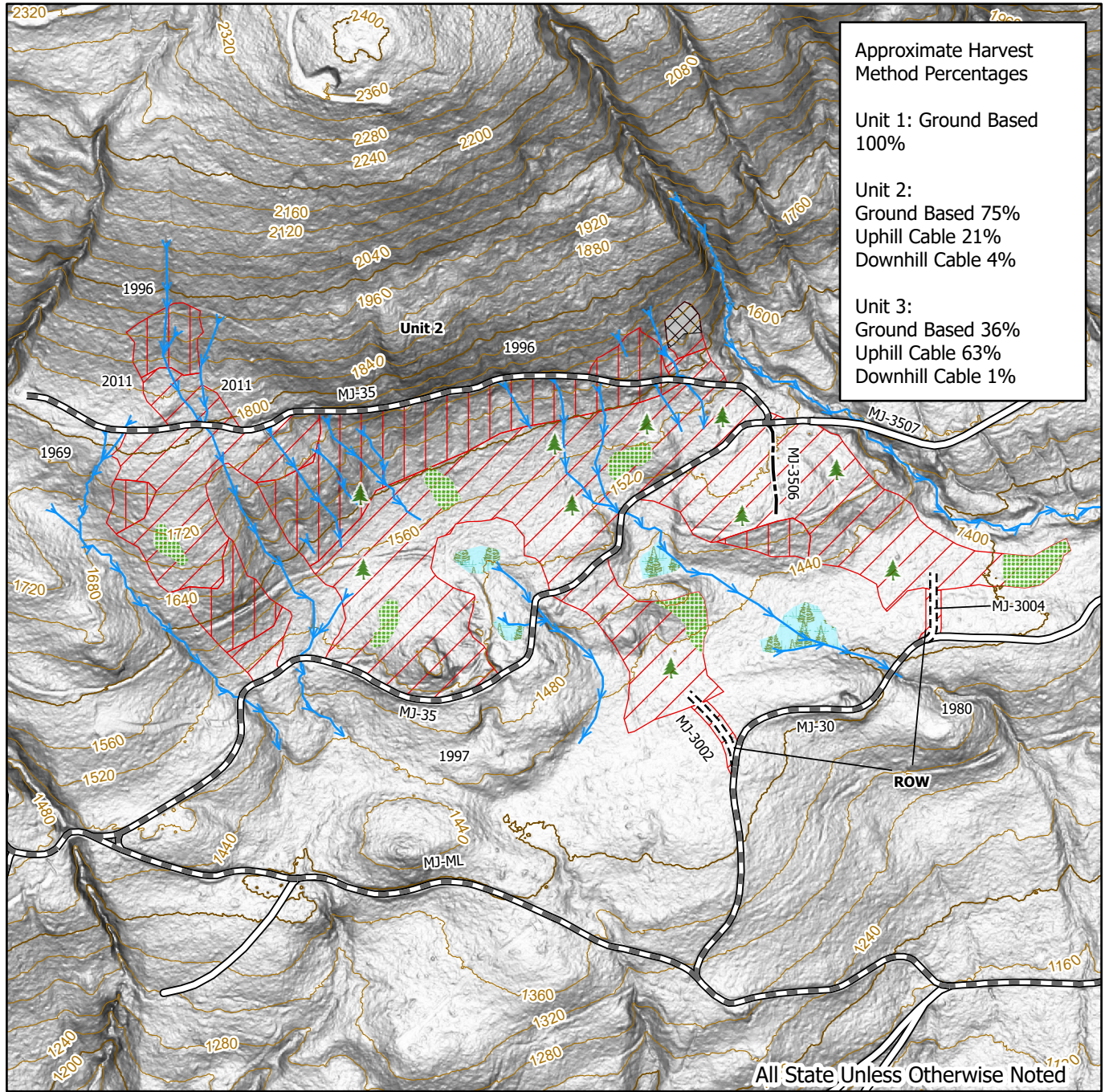


Ground Harvest	Existing Roads	Streams
Leave Tree Area	Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre
Forested Wetland	Required Construction	Survey Monument
	Trails	Bridge

# LIDAR LOGGING PLAN MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT#:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020

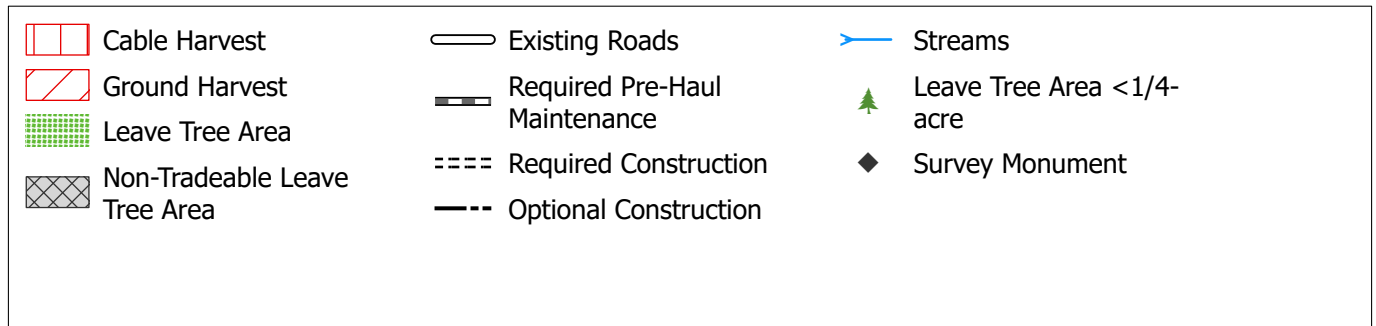
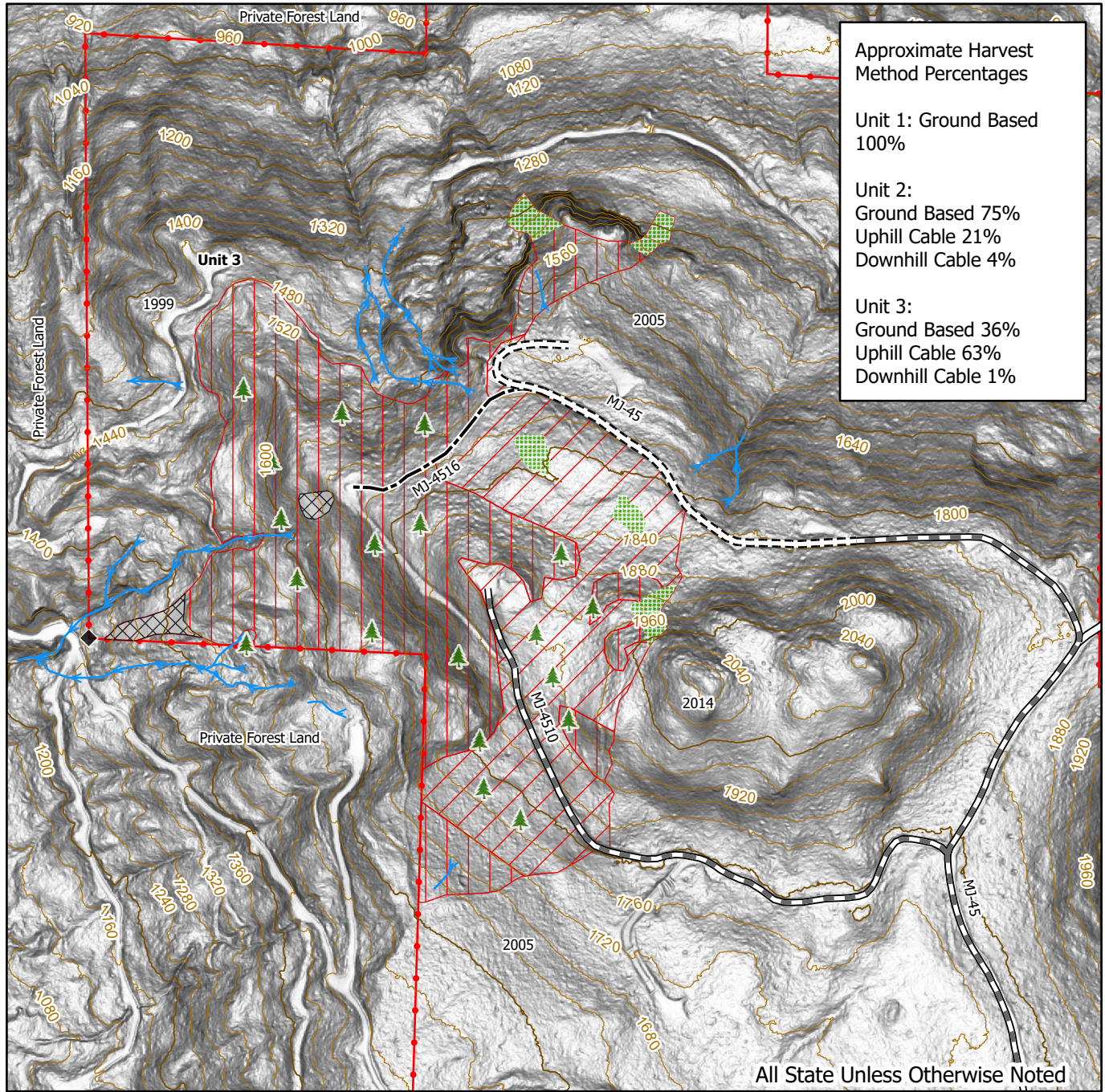




# LIDAR LOGGING PLAN MAP

**SALE NAME:** CRACKERBOX  
**AGREEMENT #:** 30-106101  
**TOWNSHIP(S):** T35R6E, T36R6E  
**TRUST(S):** State Forest Transfer (1)

**REGION:** Northwest Region  
**COUNTY(S):** Skagit  
**ELEVATION RGE:** 350-2020



SKAGIT HILL

598781

AGREEMENT

AGREEMENT made this 27 day of May, 1960,  
by and between the STATE OF WASHINGTON, acting by and through the  
Department of Natural Resources (hereinafter called "State"), and  
SCOTT PAPER COMPANY, a Pennsylvania corporation with offices in  
Everett, Washington (hereinafter called "Scott"),

W I T N E S S E T H :

1. RIGHT GRANTED TO THE STATE

Scott does hereby grant to the State, for the purposes of  
removing from State-owned lands timber and other natural resources  
from the premises marked in orange on the map attached hereto as  
Exhibit A, and for the management and administration of said premises,  
including the prevention and suppression of forest fires, the non-  
exclusive right to use, construct, reconstruct and maintain the  
following described roads and rights of way situate in the County  
of Skagit, State of Washington, to-wit:

(a) Schedule 1 Road

A right of way running generally north-south situated  
in Section 2 and in Section 11, Township 35 North, Range 6 East,  
Willamette Meridian, said right of way being more accurately located

on Schedule 1 attached hereto and hereinafter referred to as the "Schedule 1 Road."

(b) Schedule 3 Road

A right of way running generally northwest-southeast through Sections 3 and 4, Township 35 North, Range 6 East, Willamette Meridian, said right of way being more accurately located on Schedule 3 attached hereto and hereinafter referred to as the "Schedule 3 Road."

(c) Schedule 4 Road

A right of way running generally east-west through Section 33, Township 36 North, Range 6 East, Willamette Meridian, and Sections 4, 5 and 6, Township 35 North, Range 6 East, Willamette Meridian, said right of way more accurately located on Schedule 4 attached hereto and hereinafter referred to as the "Schedule 4 Road."

(d) Schedule 6 Road

A right of way in Section 4, Township 35 North, Range 6 East, in Sections 33, 23 and 24, Township 36 North, Range 6 East, and in Section 19, Township 36 North, Range 7 East, which shall connect with the State's existing road leading to the Mt. Josephine Look-Out Tower in said Section 19, Township 36 North, Range 7 East, Willamette Meridian, said right of way being more accurately located on Schedule 6 attached hereto and hereinafter referred to as the "Schedule 6 Road."

2. RIGHT GRANTED TO SCOTT

(a) Schedule 2 Road

The State does hereby grant to Scott, for the purposes of removing from Scott-owned lands timber and other natural resources

from any area served by any road system of which the following described right of way may be or may become a part, and for the management and administration of any said area, including the prevention and suppression of forest fires, the non-exclusive right to construct, reconstruct, maintain and use a right of way running generally northwest-southeast over Sections 2 and 3, Township 35 North, Range 6 East, Willamette Meridian, said right of way being more particularly described in Schedule 2 attached hereto and hereinafter referred to as the "Schedule 2 Road."

(b) Schedule 5 Road

The State does hereby grant to Scott, for the purposes of removing from Scott-owned land timber and other natural resources from the premises marked in green on the map attached hereto as Exhibit A, and for the management and administration of said premises, including the prevention and suppression of forest fires, the non-exclusive right to use, construct, reconstruct and maintain a right of way running generally east-west and then north-south through Sections 1 and 2, Township 35 North, Range 5 East, Willamette Meridian, and Sections 35 and 36, Township 36 North, Range 5 East, Willamette Meridian, said right of way being more accurately located on Schedule 5 attached hereto and hereinafter referred to as the "Schedule 5 Road."

(c) Schedule 7 Road

The State does hereby grant to Scott, for the purposes of removing from Scott-owned lands timber and other natural resources from the premises marked in green on the map attached hereto as

Exhibit A, and for the management and administration of said premises, including the prevention and suppression of forest fires, the non-exclusive right to use, construct, reconstruct and maintain a right of way running generally north-south situated in Section 36, Township 36 North, Range 5 East, Willamette Meridian, said right of way being more accurately located on Schedule 7 attached hereto and hereinafter referred to as the "Schedule 7 Road."

3. CONSTRUCTION STANDARDS

Logging road construction standards on State-owned lands hereunder shall be not less than the State's standard specifications for a ten-foot spur logging road, which specifications are attached hereto as Exhibit B.

4. MAINTENANCE

(a) Schedule 6 Road

Scott shall have no responsibility whatsoever for maintenance of the Schedule 6 Road.

(b) Schedule 1, 2, 3, 4, 5 and 7 Roads

(i) Maintenance as Logging Roads

During periods when Scott shall be using any or all of the Schedule 1, 2, 3, 4, 5 or 7 Roads as logging roads, Scott shall perform all maintenance necessary to make the road or roads being so used usable by logging trucks. During these periods persons to whom the State has assigned the right to use any or all of said road or roads for the purpose of hauling timber or other natural resources from State-owned lands shall pay Scott as a contri-

bution toward the expense of such maintenance six cents (6¢) per thousand board feet per mile (or some comparable charge in the event of the hauling of some other natural resource) for each mile of said road or roads being used by such purchaser and being maintained by Scott. After this agreement shall have been in effect for five (5) years, whenever the maintenance experience of the parties hereto on said road or roads indicates that the actual costs of maintenance have either decreased or increased, or in the near future will decrease or increase, the amount of the contribution by purchasers of timber or other natural resources from State-owned lands shall annually be increased or decreased by agreement between Scott and the State in an amount appropriate to reflect the increase or decrease in maintenance costs.

(ii) Other Maintenance

During those periods when Scott shall not be using any or all of the Schedule 1, 2, 3, 4, 5 or 7 Roads it is understood and agreed that Scott shall perform only such maintenance on the road or roads not being used as may be necessary to permit the passage of a pickup truck. During those periods, if additional maintenance shall be required, Scott shall be notified and if Scott then elects not to perform same, the State or purchasers of timber or other natural resources from State-owned lands using said road or roads may, but shall not be required to, perform any necessary maintenance on those portions of said roads not used by Scott as

logging roads, provided, however, that nothing herein shall require the State to maintain any said road to a higher standard than originally constructed. It is specifically understood and agreed that ~~such additional maintenance shall be at the sole cost, risk and expense~~ of the person performing same, and that the contributions for maintenance set forth in paragraph 4 (b) (i) above shall continue to accrue to Scott for so much of said road or roads as Scott shall be maintaining as logging roads.

(iii) Special Maintenance

Users of the roads covered by this agreement shall repair any damage occasioned by usage by said user which an ordinarily prudent owner would not make of his own road or occasioned by said user's accidents, the expense of such repairs to be paid solely by said user.

(iv) Judgment as to Necessity of Maintenance

Scott's determination as to the maintenance or special repairs required at any given time, including under subparagraph 4 (b) (ii) above, shall be final and binding upon the State and purchasers of timber or other natural resources from State-owned lands using the Schedule 1, 2, 3, 4, 5 or 7 Roads or any portion thereof, so long as Scott does not act in an unreasonable manner.

(v) Payment

Contributions for maintenance payable to Scott hereunder shall be paid to Scott at the same time, and will be substantiated in the same manner, as payments to the State for timber

or other natural resources purchased from the State and transported over the subject roads. Said contributions and all substantiating documents will be given to Scott at its Everett, Washington office.

5. DISCLAIMER OF WARRANTIES

It is expressly understood and agreed that Scott makes no representations as to the present or future conditions of any of the roads covered by this agreement and that the State, its agents, contractors and assigns and each other user makes use of said roads at his or its own risk.

6. CONTROL OF ROADS

Each purchaser of timber and other natural resources owned Bpk TRS  
~~by the State~~ shall comply with all rules and regulations prescribed by Scott for the use of the Schedule 1, 2, 3, 4, 5 or 7 Roads or any portion thereof, provided that the same rules and regulations are applicable to the use of said roads by Scott and other persons authorized by Scott to use same, such rules and regulations to include, but not to be limited to:

(a) Closing them or limiting their use when, due to weather conditions, unrestricted use would cause excessive damage to said roads; or

(b) Closing them during periods of excessive fire danger;  
or

(c) Traffic controls which are required for safe use of said roads by Scott and each authorized user thereof.



Written notice of rules and regulations prescribed by Scott shall be given to the State by the delivery of copies thereof to the Olympia and Sedro Woolley offices of the Department of Natural Resources. Written notice of such rules and regulations shall be given others by the posting of a copy of such rules and regulations at all gates on said roads or by mailing a copy thereof to users of said roads whose addresses shall have been given to Scott.

7. HOLD HARMLESS AGREEMENT

(a) Scott shall protect, indemnify and hold the State (but no other person or party) harmless from every claim, cost, damage or expense of any kind or nature arising or growing out of the making of this agreement due to the occupancy and use of said roads hereunder by the purchaser of timber or other natural resources from Scott-owned lands, and/or any employee, licensee, contractor or agent of Scott during the term hereof.

(b) Each purchaser of timber or other natural resources from State-owned lands who uses any portion of the roads covered by this agreement shall protect, indemnify and hold Scott harmless from every claim, cost, damage or expense of any kind or nature arising or growing out of the making of this agreement due to the occupancy and use of said roads or portion thereof by said purchaser and/or employee, licensee, contractor or agent of said purchaser during the term hereof.

8. INSURANCE AND PERFORMANCE BOND

(a) Performance Bond

Scott shall have the option to require each purchaser

of timber or other natural resources from State-owned lands who uses the roads covered by this agreement, or any portion thereof, to post a performance bond in a reasonable amount to secure:

(i) that particular purchaser's payment of his proportional share of the cost of maintaining said road as provided in Paragraph 4 hereof;

(ii) reimbursement to Scott for damage to said road or roads in excess of normal wear and tear resulting from such purchaser's use of said road or roads.

(b) Insurance

Scott shall have the further right to require purchaser of timber and other natural resources from State-owned lands to procure at his expense insurance generally acceptable in the logging industry, insuring said purchaser against liability for personal injury and property damage for all sums for which he may become legally obligated to pay by result of accidents with limits of not less than \$50,000 for injury to one person and \$100,000 for injury to two or more persons, and \$50,000 for damage to property. Scott shall also have the right at its option to require each said purchaser to provide Scott with a copy of said insurance policy and to have Scott named as an additional insured in same, and to require that said policies contain a provision or an endorsement that it shall not be cancellable without first giving Scott ten (10) days' notice of intention to cancel same; Provided, that Scott's policy on insurance

in connection with said purchasers shall be the same as it follows in connection with other persons authorized by Scott to use said roads; and Provided further, that the insurance hereinabove set forth may be increased or decreased by mutual agreement between the State and Scott in order to adjust for insurance trends in the industry.

9. ASSIGNMENTS

(a) By the State

The State may assign its right to use the roads covered by this agreement to the purchaser of any timber and other natural resources from State-owned lands, provided that such purchaser shall execute this agreement, agreeing to be bound by the terms hereof. No other assignment by the State to any other person, whether by operation of law or otherwise, shall be valid without the prior written consent of Scott.

(b) By Scott

Scott may assign its right to use the roads covered by this agreement to its loggers, contractors, agents and purchasers of timber or other natural resources from Scott-owned lands, but no assignment by Scott to any other person, whether by operation of law or otherwise, shall be valid without the prior written consent of the State.

(c) By Others

The right of use herein granted to others by the State or Scott may not be assigned by any such grantee. Any attempted

assignment shall immediately terminate the right of use by any such grantee. This provision shall not prevent employment of contractors by any such grantee, but such purchaser or assignee shall be responsible for compliance by such contractors with all provisions hereof.

10. USERS TO EXECUTE THIS AGREEMENT

It is specifically understood and agreed that each user authorized hereunder by the State to use Scott's road or roads above described shall, as a condition precedent to the right to use any of the above described roads, execute this agreement and agree to be bound by the terms hereof. The State shall keep a duly executed copy of this agreement in its possession which shall be available for such subscribing by such a user. The State will immediately notify Scott of the execution of this agreement by any user.

11. TERM

This agreement shall continue permanently unless terminated by written agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first hereinabove written.



SCOTT PAPER COMPANY

BY TRS Sheldon  
Its MANAGER OF WOODLANDS  
WEST COAST DIVISION

Attest: [Signature]  
Its act & seal

STATE OF WASHINGTON  
Department of Natural Resources

BY [Signature]  
Its \_\_\_\_\_

We, the undersigned users, hereby certify that we have read the above agreement, clearly understand all of the provisions of same, and hereby agree to be bound by the terms hereof in consideration of the right to use said roads or any portion thereof.

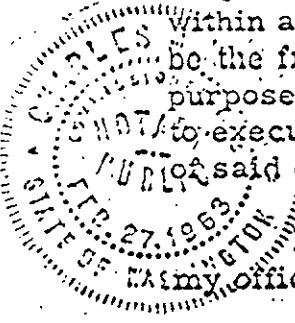
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 13 day of June, 1960, before me personally appeared T. R. SHELDON and GEORGE P. FOSTEVIN, to me known to be the Manager of Woodlands, West Coast Division and the Assistant Secretary, respectively, of SCOTT PAPER COMPANY, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.


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

  
Charles J. Keener  
Notary Public in and for the State  
of Washington, residing at Everett

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this 10<sup>th</sup> day of June, 1960, before me personally appeared BRUCE W. REEVES, to me known to be the Administrative Assistant to BERT L. COLE, to me known to be the Commissioner of Public Lands and ex officio Administrator of the Department of Natural Resources of the State of Washington, the Department that 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 set forth above.

  
Barry Adolphson  
Notary Public in and for the State  
of Washington, residing at Olympia

SCHEDULE 1 ROAD

The right of way described in Paragraph 1(a) of the foregoing agreement and referred to as the Schedule 1 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Beginning at the intersection of Scott Paper Company's main line road No. 100 and the County road (commonly called the Hamilton Cemetery Road) which point is East 240 feet, more or less, from the Southwest corner of the Northeast quarter of the Southwest quarter ( $NE\frac{1}{4} SW\frac{1}{4}$ ) of Section 11, Township 35 North, Range 6 East; thence Northerly through and across the Northeast quarter of the Southwest quarter ( $NE\frac{1}{4} SW\frac{1}{4}$ ), and the East half of the Northwest quarter ( $E\frac{1}{2} NW\frac{1}{4}$ ) of said Section 11, and the Southeast quarter of the Southwest quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ) of Section 2, Township 35 North, Range 6 East to a point on the East line of the Southwest quarter of the Southwest quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ) of said Section 2 which is North  $0^{\circ} 30'$  East, 192 feet, more or less, from the Southeast corner thereof.

SCHEDULE 1

Page 1.



SCHEDULE 2 ROAD

The right of way described in Paragraph 2 (a) of the foregoing agreement and referred to as the Schedule 2 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Those portions of the Northeast quarter of the Southwest quarter ( $NE\frac{1}{4} SW\frac{1}{4}$ ), the West half of the Southeast quarter ( $W\frac{1}{2} SE\frac{1}{4}$ ) and the Southeast quarter of the Southeast quarter ( $SE\frac{1}{4} SE\frac{1}{4}$ ) of Section 3, Township 35 North, Range 6 East, Willamette Meridian, included within the limits of a strip of land of varying widths on either side of the following described center line:

Beginning at a point on the east line of said Section 3, which is North  $0^{\circ} 57'$  East 1003.2 feet from the Southeast corner thereof, and running thence, with a width of 25 feet on each side, North  $65^{\circ} 39'$  West 109.3 feet; thence on a  $6^{\circ}$  curve to the left, 333.5 feet; thence North  $85^{\circ} 39' 30''$  West 153.5 feet; thence with a width of 87.5 feet on each side, North  $85^{\circ} 39' 30''$  West 399.3 feet, thence with a width of 25 feet on each side of an  $8^{\circ}$  curve to the left 220.2 feet; thence South  $76^{\circ} 43' 30''$  West 163.2 feet; thence on an  $8^{\circ}$  curve to the right 861.7 feet; thence North  $34^{\circ} 20' 30''$  West 127.4 feet; thence on an  $8^{\circ}$  curve to the left 225.4 feet; thence North  $52^{\circ} 22' 30''$  West 396.4 feet; thence on a  $4^{\circ}$  curve to the left 193.5 feet; thence North  $60^{\circ} 7'$  West 788.7 feet; thence on a  $14^{\circ}$  curve to the left 227.0 feet and thence South  $88^{\circ} 6'$  West 238.7 feet to a point on the west line of said Northeast quarter of the Southwest quarter ( $NE\frac{1}{4} SW\frac{1}{4}$ ) which is South  $0^{\circ} 41' 45''$  West 195.9 feet from the Northwest corner thereof.

This right of way has an area of 6.25 acres according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SCHEDULE 2

Page 1

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That portion of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 2, Township 35 North, Range 6 East, Willamette Meridian, included within the limits of a strip of land 50 feet in width and having 25 feet of such width on each side of the following described center line:

Beginning at a point on the West line of said Section 2, which is North 0° 57' East 1003.2 feet from the Southwest corner thereof and running thence South 65° 39' East 566.1 feet, thence on a 6° curve to the right 188.9 feet, and thence South 54° 19' East 828.2 feet to a point on the East line of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of said Section 2 which is North 0° 30' East 192 feet, more or less, from the Southeast corner of said subdivision and having an area of 1.82 acres, according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SCHEDULE 2

Page 2

SCHEDULE 3 ROAD

The right of way described in Paragraph 1 (b) of the foregoing agreement and referred to as the Schedule 3 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Beginning at a point on the West line of the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 3, Township 35 North, Range 6 East which is South 0° 41' 45" West, 195.9 feet, more or less, from the Northwest corner thereof; thence Westerly through and across the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of said Section 3; thence Northwesterly through and across the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ), the South half of the Northeast quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ), the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ), and the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 4, Township 35 North, Range 6 East to a point which is West 401 feet, more or less, from the quarter corner common to Section 4, Township 35 North, Range 6 East and Section 33, Township 36 North, Range 6 East, Willamette Meridian.

SCHEDULE 3

Page 1

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SCHEDULE 4 ROAD

The right of way described in Paragraph 1(c) of the foregoing agreement and referred to as the Schedule 4 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Beginning at a point which is West 401 feet, more or less, from the quarter corner common to Section 4, Township 35 North, Range 6 East, Willamette Meridian, and to Section 33, Township 36 North, Range 6 East, Willamette Meridian; thence North 44° 30' West for 909 feet to the intersection of Scott Paper Company No. 100 and No. 110 Roads; thence South 46° 30' West for 368 feet to an angle point to the left of 14°; thence South 32° 30' West for 429.6 feet; thence a 40° curve to the right for 82.5 feet; thence South 65° 30' West for 486.8 feet; thence a 50° curve to the left for 82 feet; thence South 24° 30' West for 377.2 feet to an angle point to the right of 6°; thence South 30° 30' West for 331.7 feet; thence a 20° curve to the left for 115 feet; thence South 7° 30' West for 324.6 feet; thence a 40° curve to the right for 180 feet; thence South 79° 30' West for 410.9 feet to an angle point to the left of 5° 30'; thence South 74° for 421.1 feet; thence a 20° curve to the right for 120 feet; thence North 82° West for 141.9 feet; thence a 30° curve to the left for 143.3 feet; thence South 55° West for 184.8 feet to an angle point to the left of 15°; thence South 40° West for 299.7 feet; thence a 30° curve to the right for 83.3 feet; thence South 65° West for 362.9 feet; thence a 20° curve to the right for 150 feet; thence North 85° West for 138.2 feet to an angle point to the left of 8°; thence South 87° West for 368 feet to an angle point to the right of 15°; thence North 78° West for 257.9 feet; thence a 30° curve to the left for 120 feet; thence South 66° West for 236.7 feet; thence a 30° curve to the right for 100 feet; thence North 84° West for 57.5 feet; thence a 40° curve to the left for 237.5 feet; thence South 1° West for 118.5 feet; thence a 30° curve to the right for 176.7 feet; thence South 54° West for 402.8 feet to an angle point to the left of 8°; thence South 46° West for

SCHEDULE 4

Page 1

182 feet; thence a 30° curve to the right for 103.3 feet; thence South 77° West for 390.9 feet; thence a 30° curve to the right for 153.3 feet; thence North 57° West for 138.5 feet; thence a 40° curve to the left for 67.5 feet; thence North 84° West for 225.6 feet; thence a 40° curve to the left for 72.5 feet; thence South 67° West for 238 feet to an angle point to the right of 17°; thence South 84° West for 120 feet (which point is North 1766 feet from Section Corner 5, 6, 7 and 8, Township 35 North, Range 6 East, Willamette Meridian); thence a 24° curve to the left for 108.3 feet; thence South 58° West for 141.8 feet; thence a 24° curve to the right for 108.3 feet; thence South 84° West for 681.9 feet to an angle point to the right of 17°; thence North 79° West for 830 feet to an angle point to the right of 17°; thence North 62° West for 162.8 feet; thence a 30° curve to the left for 143.3 feet; thence South 75° West for 162.8 feet to an angle point to the right of 12°; thence South 87° West for 612.7 feet; thence a 16° curve to the right for 175 feet; thence North 65° West for 165.7 feet to an angle point to the left of 14°; thence North 79° West for 897.3 feet; thence a 24° curve to the right for 137.5 feet; thence North 46° West for 31.2 feet; thence a 70° curve to the left for 62.8 feet; thence West for 147.6 feet; thence a 70° curve to the left for 100 feet; thence a 70° curve to the right for 105.7 feet; thence North 86° West for 208.3 feet to an angle point of 18° to the left; thence South 76° West for 489 feet to an angle point of 15° to the left; thence South 61° West for 208.6 feet; thence a 20° curve to the right for 140.1 feet; thence South 89° 01' West for 291.1 feet to a point on the West line of Section 6 which is North 1964.6 feet from the Section Corner which is common to Sections 1 and 12, Township 35 North, Range 5 East, Willamette Meridian and Sections 6 and 7, Township 35 North, Range 6 East, Willamette Meridian.

SCHEDULE 4

Page 2

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SCHEDULE 5 ROAD

The right of way described in Paragraph 2 (b) of the foregoing agreement and referred to as the Schedule 5 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Those portions of Government Lots 2, 3 and 4, South half of the Northwest quarter ( $S\frac{1}{2}NW\frac{1}{4}$ ), Southwest quarter of the Northeast quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ), and the North half of the Southeast quarter ( $N\frac{1}{2}SE\frac{1}{4}$ ) of Section 1, Township 35 North, Range 5 East, Willamette Meridian, included within the limits of three strips of land 60 feet in width and having 30 feet of such width on each side of the following described center lines:

Beginning at a point on the east line of said Section 1 which is North 1964.6 feet from the Southeast corner thereof and running thence North  $89^{\circ}$  West 348.0 feet, thence North  $87^{\circ}$  West 266.7 feet, thence on a  $5^{\circ}$  curve to the right 680 feet, thence North  $53^{\circ}$  West 16.8 feet, thence on a  $25^{\circ}$  curve to the left 132.0 feet, thence North  $86^{\circ}$  West 91.1 feet, thence on a  $5^{\circ}$  curve to the right 320.0 feet, thence North  $70^{\circ}$  West 66.6 feet, thence on a  $15^{\circ}$  curve to the right 473.3 feet, thence North  $1^{\circ}$  East 42.3 feet, thence on a  $20^{\circ}$  curve to the right 175.0 feet, thence North  $36^{\circ}$  East 6.5 feet, thence on a  $45^{\circ}$  curve to the left 304.4 feet, thence South  $79^{\circ}$  West 210.2 feet, thence on a  $30^{\circ}$  curve to the right 186.7 feet, thence North  $45^{\circ}$  West 35.4 feet, thence on a  $50^{\circ}$  curve to the left 96.0 feet, thence South  $87^{\circ}$  West 83.4 feet, thence on a  $10^{\circ}$  curve to the right 170.0 feet, thence North  $76^{\circ}$  West 484.4 feet, thence North  $70^{\circ}$  West 257.7 feet, thence on a  $30^{\circ}$  curve to the right 200.0 feet, thence North  $10^{\circ}$  West 7.20 feet, thence on a  $45^{\circ}$  curve to the left 160.0 feet, thence North  $82^{\circ}$  West 312.3 feet, thence on a  $15^{\circ}$  curve to the right 186.7

feet, thence North 54° West 120.8 feet, thence on a 20° curve to the left 270.0 feet, thence South 72° West 145.1 feet, thence on a 30° curve to the right 123.3 feet, thence North 71° West 24.3 feet, thence on a 20° curve to the left 150.0 feet, thence South 79° West 61.8 feet, thence on a 45° curve to the right 97.8 feet and thence North 57° West 19.1 feet to a point on the West line of said Section 1 which is South 0° 15' West 1377.8 feet from the Northwest corner thereof and containing an area of 8.71 acres; also

Beginning at a point on the North line of said Section 1 which is East 423.7 feet from the Northwest corner thereof, said point being a point on a 20° curve to the right, the tangent to said curve at said point bears South 35° 45' East, and running thence on said 20° curve to the right 253.7 feet, thence South 15° West 48.7 feet, thence on a 45° curve to the left 248.9 feet, thence North 83° East 181.2 feet, thence South 87° East 295.0 feet, thence North 89° East 400.0 feet, thence South 87° East 420 feet, thence South 82° East 536.9 feet, thence on a 15° curve to the left 220.0 feet, thence North 65° East 414.3 feet, thence on a 30° curve to the right 130.0 feet, thence South 76° East 11.0 feet, thence on a 30° curve to the left 136.7 feet, thence North 63° East 491.5 feet, thence on a 15° curve to the right 306.7 feet to a point on the West line of the Northeast quarter of the Northeast quarter (NE¼ NE¼) of said Section 1 which is South 0° 04' West 40.8 feet from the Northwest corner of the Northeast quarter of the Northeast quarter (NE¼ NE¼) of said Section 1, the tangent of said curve at said point bears North 79° 28' 11" West containing an area of 5.49 acres; also

Beginning at a point on the north line of said Section 1 which is east 1125.5 feet from the Northwest corner thereof and running thence South 7.5 feet, thence on a 20° curve to the right 425.0 feet, thence South 85° West 86.5 feet, thence on a 60° curve to the left 98.3 feet, thence South 26° West 64.9 feet and thence on a 100° curve to the right 57.0 feet to a point on the center line of the above description and the end of this center line description and containing an area of 1.02 acres; also

SCHEDULE 5

Page 2

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Those portions of Government Lot 1 and the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 2, Township 35 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the East line of said Section 2 which is South 0° 15' West 1377.8 feet from the Northeast corner thereof and running thence North 57° West 217.2 feet, thence on a 20° curve to the right 280 feet, thence North 1° West 376.2 feet, thence on a 25° curve to the right 88 feet, thence North 21° East 236.7 feet, thence on a 40° curve to the left 125 feet, thence North 29° West 133.2 feet, and thence North 21° West 110.5 feet to a point on the north line of said Section 2 which is West 337.98 feet from the Northeast corner thereof, containing an area of 2.16 acres; also

That portion of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 35, Township 36 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the South line of said Section 35 which is South 89° 39' West 337.98 feet from the Southeast corner thereof and running thence North 21° West 267.5 feet, thence on a 105° curve to the right 160.0 feet, thence South 33° East 78.9 feet, thence on a 35° curve to the left 208.6 feet, and thence North 74° East 117.2 feet to a point on the East line of said Section 35 which is North 0° 01' West 196.9 feet from the Southeast corner thereof, containing an area of 1.14 acres; also

That portion of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 36, Township 36 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the West line of said Section 36 which is North 0° 01' West 196.9 feet from the Southwest



corner thereof and running thence North 74° East 4.4 feet, thence on a 20° curve to the right, 280 feet, thence South 50° East 140.2 feet, and thence on a 20° curve to the right 71.3 feet to a point on the South line of said Section 36 which is North 89° 47' East 423.7 feet from the Southwest corner thereof, the tangent to said curve at said point bears South 35° 45' East, containing an area of 0.68 acres.

This Schedule 5 Road contains a total area of 19.20 acres as shown on the plats thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SCHEDULE 5

Page 4

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SCHEDULE 7 ROAD

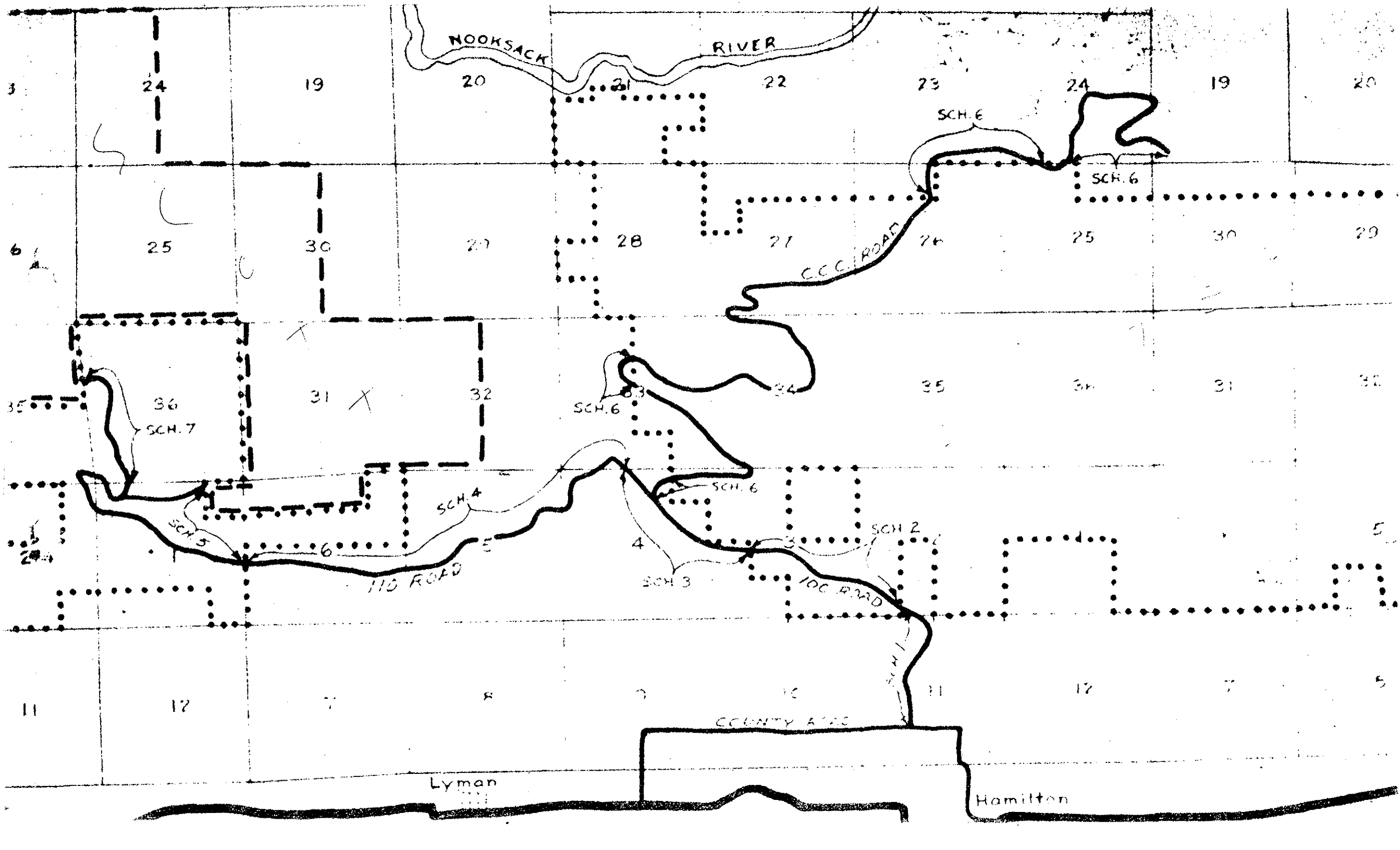
The right of way described in Paragraph 2 (c) of the foregoing agreement and referred to as the Schedule 7 Road is located as follows in the County of Skagit, State of Washington, to-wit:

That portion of the West half of the Southwest quarter ( $W\frac{1}{2} SW\frac{1}{4}$ ) and the Southwest quarter of the Northwest quarter ( $SW\frac{1}{4} NW\frac{1}{4}$ ) of Section 36, Township 36 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the South line of Section 36, Township 36 North, Range 5 East, Willamette Meridian, which is North  $89^{\circ} 47'$  East 1125.49 feet from the Southwest corner of said Section 36; thence North 172.7 feet; thence on a  $10^{\circ}$  curve to the left, 185.0 feet; thence North  $18^{\circ} 30'$  West 226.1 feet; thence on a  $10^{\circ}$  curve to the left, 335.0 feet; thence North  $52^{\circ}$  West 89.1 feet; thence on a  $40^{\circ}$  curve to the right, 175.0 feet; thence North  $18^{\circ}$  East 97.4 feet; thence on a  $20^{\circ}$  curve to the left, 200.0 feet; thence North  $22^{\circ}$  West 85.3 feet; thence on a  $50^{\circ}$  curve to the right, 83.0 feet; thence North  $19^{\circ} 30'$  East 53.2 feet; thence on a  $60^{\circ}$  curve to the left 120.8 feet; thence North  $53^{\circ}$  West 198.4 feet; thence on a  $40^{\circ}$  curve to the right, 97.5 feet; thence North  $14^{\circ}$  West 74.4 feet; thence on a  $50^{\circ}$  curve to the right, 89.0 feet; thence North  $30^{\circ} 30'$  East 56.9 feet; thence on a  $40^{\circ}$  curve to the left 91.3 feet; thence North  $6^{\circ}$  West 57.0 feet; thence on a  $40^{\circ}$  curve to the right, 81.3 feet; thence North  $26^{\circ} 30'$  East 207.1 feet; thence on a  $20^{\circ}$  curve to the left, 227.5 feet; thence North  $19^{\circ}$  West 141.1 feet; thence on a  $10^{\circ}$  curve to the left, 195.0 feet; thence North  $38^{\circ} 30'$  West 309.9 feet; thence on a  $40^{\circ}$  curve to the left, 162.5 feet; thence South  $76^{\circ} 30'$  West 171.0 feet to a point on the West line of said Section 36 which is North  $0^{\circ} 01'$  West 614.70 feet from the West quarter corner of said Section 36 and containing an area of 5.49 acres.

SCHEDULE 7

Page 1



MINIMUM ROAD STANDARDS (WEST OF CASCADES)

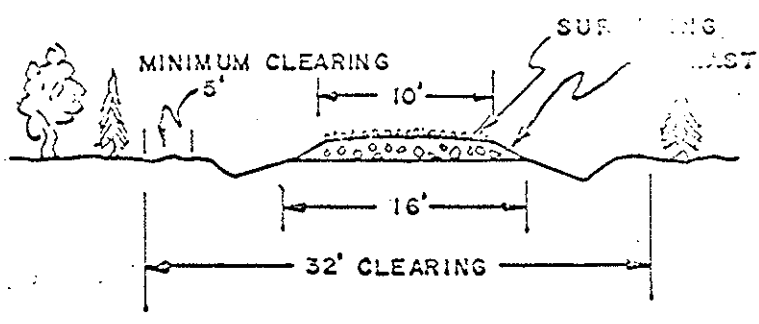
Specifications for 10' Spur Road

- CLEARING & GRUBBING:** Fall minimum width of 5 ft. beyond slope stakes, or a minimum of 32 ft. of width, 16 ft. on each side of center line. Fall danger snags and leaners as directed. All cull logs, slash and debris shall be burned within the right-of-way or if granted authority in writing by the State, scattered outside of cleared right-of-way. If burned, burning shall be done at such time and in such a manner as directed, in writing, by the State. All stumps that fall within two feet of cut slopes or finished subgrade shall be removed.
- DRAINAGE:** Culverts shall be of an approved permanent type and size, laid on a uniform grade line to conform with the flow line of the creek. Culverts will be long enough to remain continuously open and protect fills and slope banks; to be placed as designed or surveyed.
- GRADING:** Grade will follow center line and comply with gradient and curvature as surveyed. Back slopes shall be 1 to 1 in common earth, 3/4 to 1 in hardpan and soft rock, and 1/4 to 1 in solid rock. Fill slopes shall be 1-1/2 to 1. Ditches shall be 2 to 1 on roadside and a minimum depth of 1 ft. The width of subgrades shall be 16 ft., plus 2 ft. for ditch. The maximum favorable grade shall be plus 15%. A maximum adverse grade shall be minus 7%.
- BALLAST:** Ballast shall be of an approved type and compacted throughout. Entire width of subgrade as shown on attached plat shall be ballasted to minimum depth of \_\_\_\_\_ inches under the surface portion of the road.
- SURFACING:** Surfacing shall be of an approved type and shall have a minimum depth of \_\_\_\_\_ inches and width of 10 ft.
- TURNOUTS:** Turnouts shall be a minimum length of 150 ft. and a usable width of 10 ft. Turnouts will be inter-visible and/or a maximum distance of 1,000 ft.
- SWITCHBACKS:** Switchbacks to have a minimum radius of 60 ft. and a maximum grade of 7% for 50 ft. before start of curve, through curve and 50 ft. beyond end of curve. Surface will be 4 ft. wider than normal. All other curves will have a minimum radius of 60 ft.

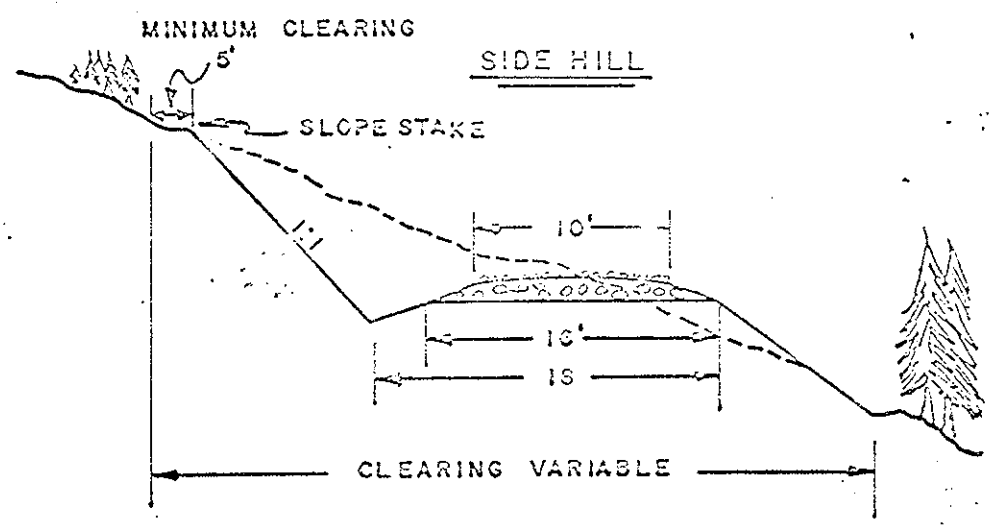
Any deviations from the above specifications to be approved in writing by the Commissioner of Public Lands or by such officer as he may designate.

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES  
 MINIMUM ROAD STANDARDS (WEST OF CASCADES)  
 SPECIFICATIONS FOR 10 FOOT SPUR ROAD

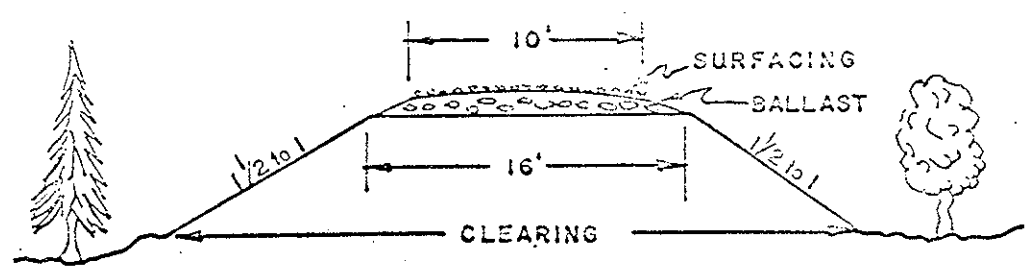
TURNPIKE



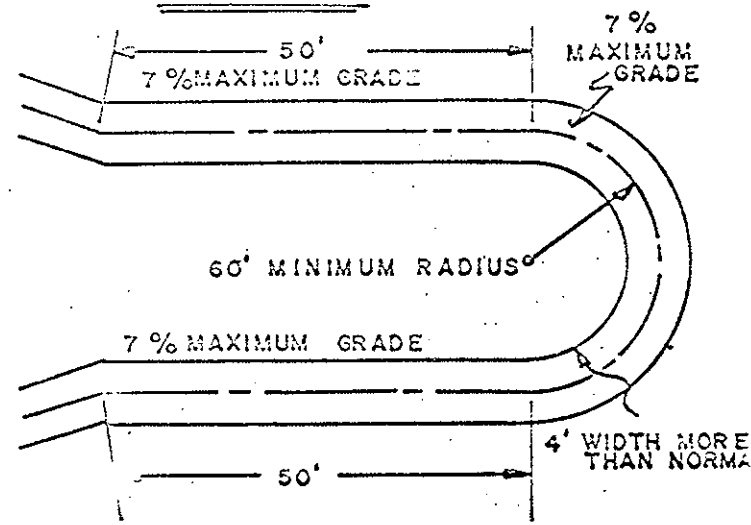
FINISHED GRADE SHALL  
 HAVE MINIMUM CROWN  
 OF 1/2" TO 1"



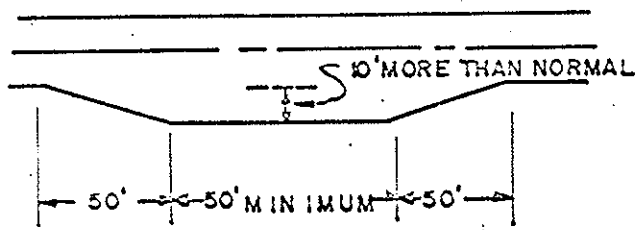
FILL SECTION



SWITCHBACK



TURNOUT



PAGE 2 OF 2  
 10' SPUR  
 W.C.G.: J.L.H.  
 OCTOBER 1, 1959

781761

## EASEMENT

THIS AGREEMENT, made and entered into this 7th day of February, 1973, by and between SCOTT PAPER COMPANY, a Pennsylvania corporation, herein called "Scott," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

## I

A. Scott for and in consideration of the grant hereinafter made by State, hereby grants and conveys to 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 Skagit County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the center line(s) of a road or roads located approximately as shown in red on the attached "Exhibits C, D and E."

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

B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Scott, 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 Skagit County, Washington, described on the attached "Exhibit B," being thirty (30) feet on each side of the center line(s) of a road or roads located approximately as shown in green on the attached "Exhibits C, D and E."

Subject, however, in the NW-1/4, Section 11, Township 33 North, Range 4 East, W.M., to an easement for right of way for an access road, maintenance site and microwave radio beam paths, granted to Pacific Telephone and Telegraph Company on November 27, 1956, under Application No. F3858.

Subject, however, in the SW-1/4 SW-1/4, Section 2, Township 33 North, Range 4 East, W.M., to an easement for right of way for access road, granted to Pacific Telephone and Telegraph Company on November 27, 1956, under Application No. F4403.

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

## II

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

1. The easements are conveyed for the purpose of 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.

2. Each party hereto 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 herein.

3. Each party hereto 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 other party herein.

4. Each party hereto may permit its respective contractors, licensees, 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 a party hereto 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 the other thereof 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 the other party thereof.

5. 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

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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.

6. Each 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.

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

8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.

9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto, 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, 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 each party hereto a certificate from the insurer of said Permittee certifying that coverage is 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 each party hereto ten (10) days written notice prior to any cancellation or modification.

10. It is understood and agreed between the parties hereto that this easement supersedes and terminates the following instrument:

Easement dated October 11, 1966, granted by Scott Paper Company to State, as recorded under Auditor's File No. 691128, in Volume 359, pages 802 through 806, records of Skagit County.

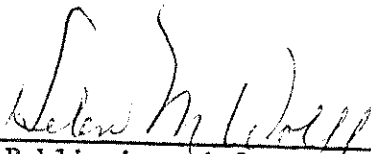
Official Records

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this 2<sup>nd</sup> day of February, 19 73, before me personally appeared BERT L. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that 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.

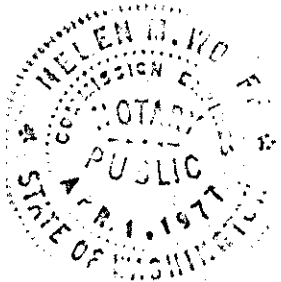
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

781761

  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Olympia.

*Official Record*

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

SCOTT PAPER COMPANY



*CK*

By Robert I. Thieme  
Vice President Title

Attest Clayton M. Olsen  
Assistant Secretary Title

Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

*10-1-73*

By Bert L. Cole  
Commissioner of Public Lands



Affix Seal of Commissioner of Public Lands

App. No. 36211  
srm

STATE OF WASHINGTON )  
                              ) ss  
County of Snohomish )

On this 7<sup>th</sup> day of February, 1973, before me personally appeared ROBERT I. THIEME and CLAYTON M. OLSEN, the Vice President and Assistant Secretary, respectively, of SCOTT PAPER COMPANY

the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Arlene Hanson  
Notary Public in and for the State of Washington, residing at Edutt.

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EXHIBIT A

SCOTT LAND

NW1/4  
 NE1/4, N1/2SW1/4  
 E1/2SW1/4  
 NW1/4SW1/4  
 NE1/4SW1/4, W1/2SW1/4  
 S1/2SW1/4  
 E1/2SW1/4  
 NE1/4SW1/4, NE1/2SW1/4  
 NW1/4SW1/4  
 NE1/4, E1/2SW1/4, SW1/2SW1/4  
 NW1/4SW1/4  
 NE1/4SW1/4, NE1/2SW1/4, SE1/2SW1/4  
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 E1/2SW1/4  
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 NW1/4SW1/4  
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 NW1/4SW1/4  
 E1/2SW1/4, NE1/2SW1/4  
 NE1/4SW1/4  
 SW1/4, S1/2SW1/4  
 S1/2SW1/4  
 NE1/4, NE1/2SW1/4  
 NE1/4SW1/4, S1/2SW1/4

Section 13, Township 36 North, Range 3 East, W.M.  
 Section 14, Township 36 North, Range 3 East, W.M.  
 Section 10, Township 33 North, Range 4 East, W.M.  
 Section 11, Township 33 North, Range 5 East, W.M.  
 Section 2, Township 34 North, Range 6 East, W.M.  
 Section 27, Township 35 North, Range 6 East, W.M.  
 Section 28, Township 35 North, Range 6 East, W.M.  
 Section 33, Township 35 North, Range 6 East, W.M.  
 Section 34, Township 35 North, Range 6 East, W.M.  
 Section 35, Township 35 North, Range 6 East, W.M.  
 Section 2, Township 35 North, Range 7 East, W.M.  
 Section 3, Township 35 North, Range 7 East, W.M.  
 Section 4, Township 35 North, Range 7 East, W.M.  
 Section 10, Township 35 North, Range 7 East, W.M.  
 Section 17, Township 35 North, Range 8 East, W.M.  
 Section 21, Township 35 North, Range 8 East, W.M.  
 Section 22, Township 35 North, Range 8 East, W.M.  
 Section 5, Township 35 North, Range 9 East, W.M.  
 Section 7, Township 35 North, Range 9 East, W.M.  
 Section 8, Township 35 North, Range 9 East, W.M.  
 Section 3, Township 33 North, Range 10 East, W.M.  
 Section 4, Township 33 North, Range 10 East, W.M.  
 Section 2, Township 34 North, Range 10 East, W.M.  
 Section 30, Township 34 North, Range 10 East, W.M.  
 Section 25, Township 35 North, Range 10 East, W.M.  
 Section 26, Township 35 North, Range 10 East, W.M.  
 Section 27, Township 35 North, Range 10 East, W.M.  
 Section 34, Township 35 North, Range 10 East, W.M.  
 Section 35, Township 35 North, Range 10 East, W.M.

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EXHIBIT B

STATE LAND

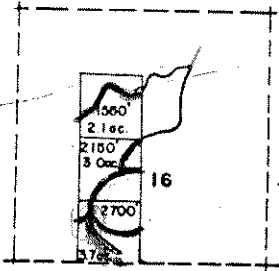
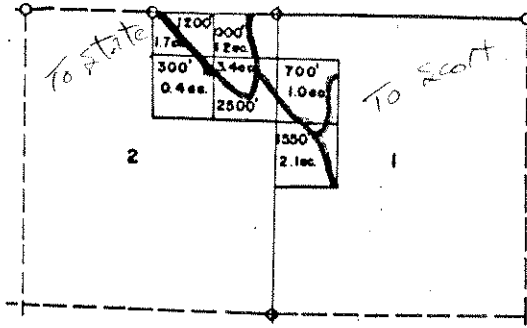
NW $\frac{1}{4}$ SE $\frac{1}{4}$	Section 14, Township 36 North, Range 3 East, W.M.
SW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 2, Township 33 North, Range 4 East, W.M.
NE $\frac{1}{4}$	Section 11, Township 33 North, Range 4 East, W.M.
NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$	Section 32, Township 36 North, Range 5 East, W.M.
Gov. Lots 5 and 12	Section 1, Township 34 North, Range 6 East, W.M.
Gov. Lot 8	Section 2, Township 34 North, Range 6 East, W.M.
NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$	Section 16, Township 34 North, Range 6 East, W.M.
SE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 34, Township 35 North, Range 6 East, W.M.
SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ S $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$	Section 5, Township 35 North, Range 7 East, W.M.
Gov. Lots 5 and 6	Section 6, Township 36 North, Range 7 East, W.M.
SE $\frac{1}{4}$ SW $\frac{1}{4}$	Section 6, Township 35 North, Range 8 East, W.M.
SW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 16, Township 35 North, Range 8 East, W.M.
SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$	Section 10, Township 36 North, Range 8 East, W.M.
SW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 14, Township 36 North, Range 8 East, W.M.
NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$	Section 22, Township 36 North, Range 8 East, W.M.
NE $\frac{1}{4}$ NW $\frac{1}{4}$	Section 23, Township 36 North, Range 8 East, W.M.
Gov. Lots 6 and 7, NE $\frac{1}{4}$ NE $\frac{1}{4}$	Section 7, Township 35 North, Range 9 East, W.M.
Gov. Lots 4 and 6	Section 4, Township 33 North, Range 10 East, W.M.
Gov. Lot 1, SE $\frac{1}{4}$ SE $\frac{1}{4}$	Section 5, Township 33 North, Range 10 East, W.M.
SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$	Section 8, Township 33 North, Range 10 East, W.M.

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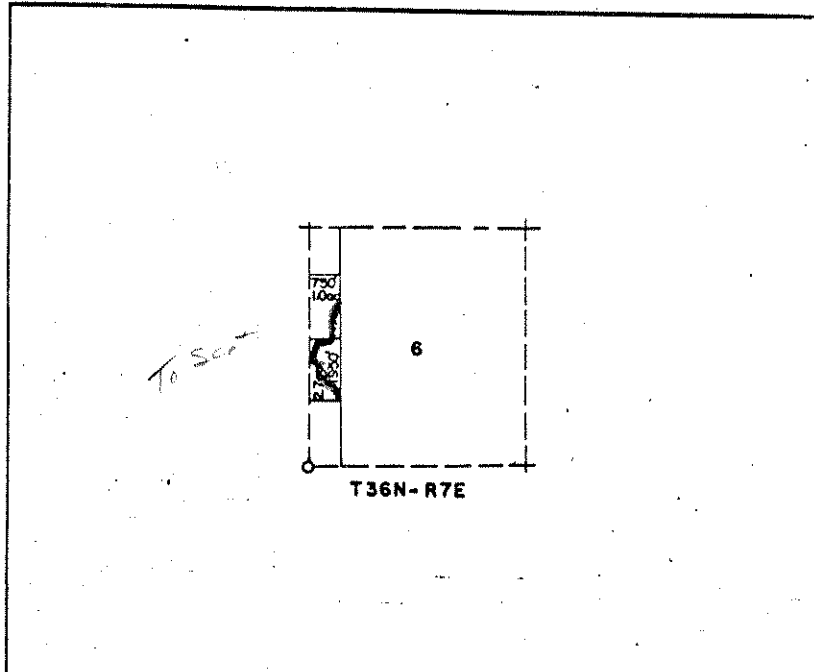
Official Record

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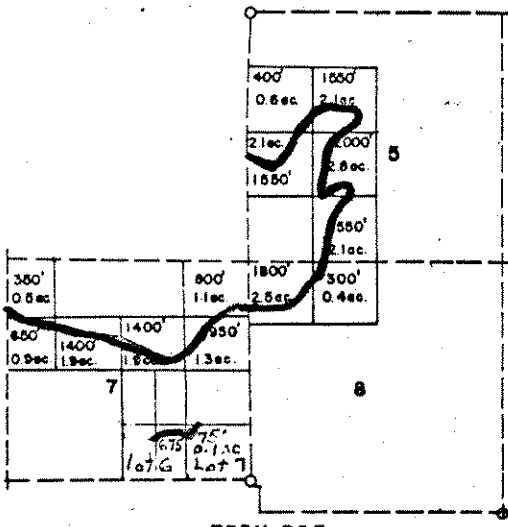
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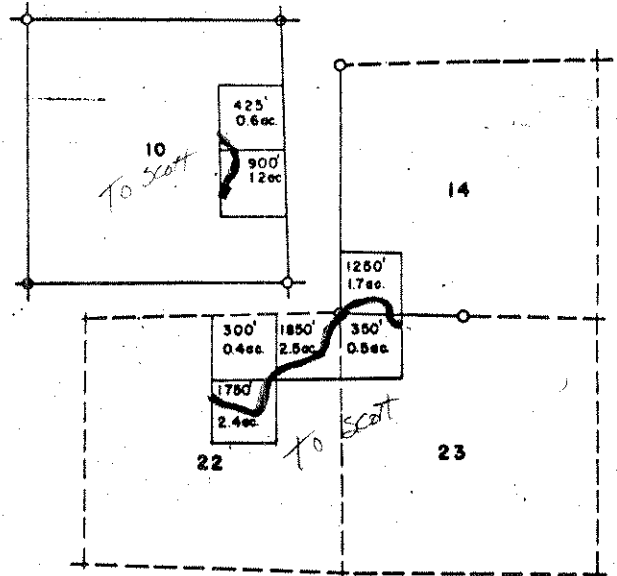
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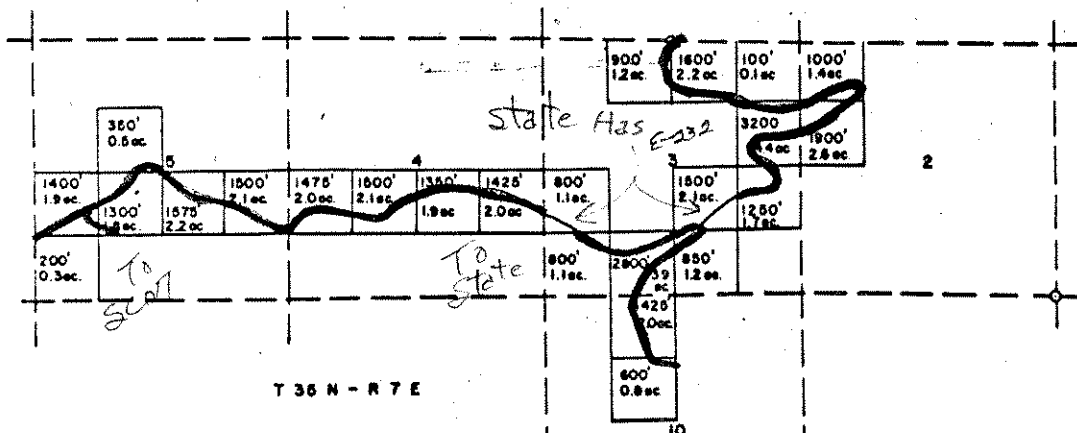
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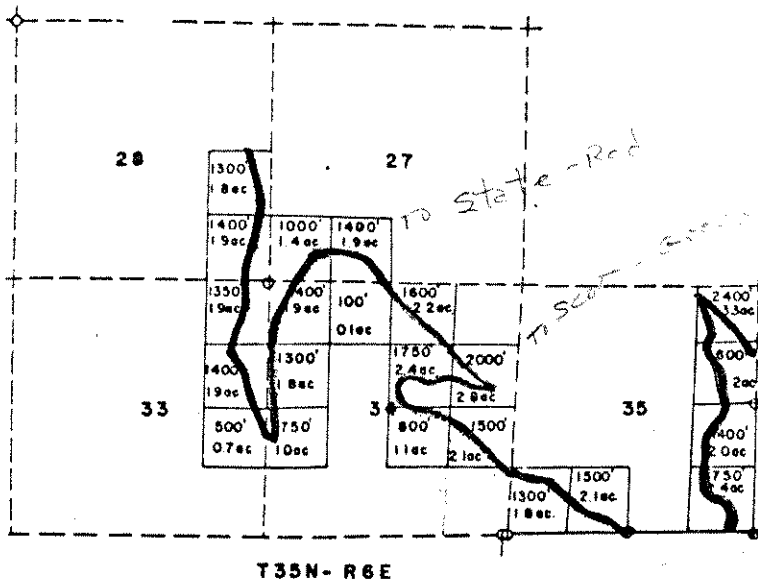


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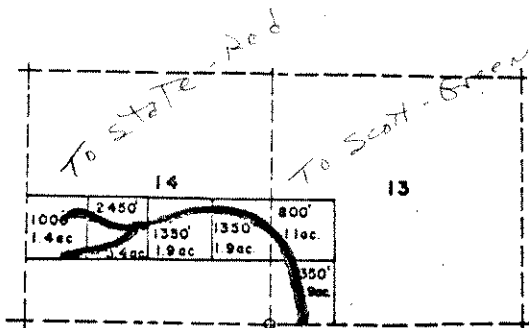


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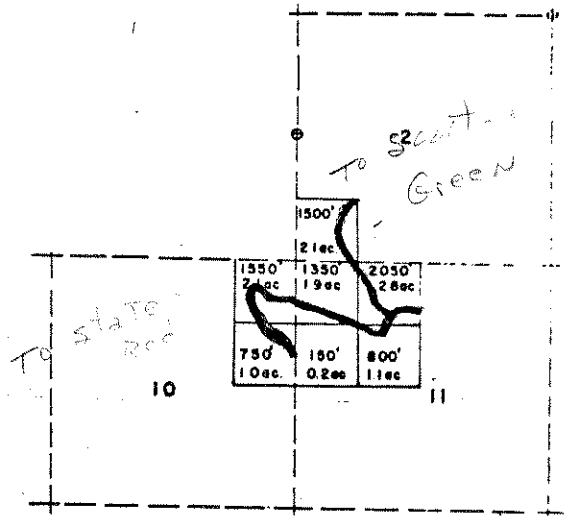
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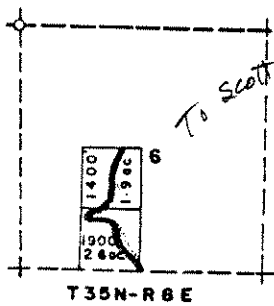
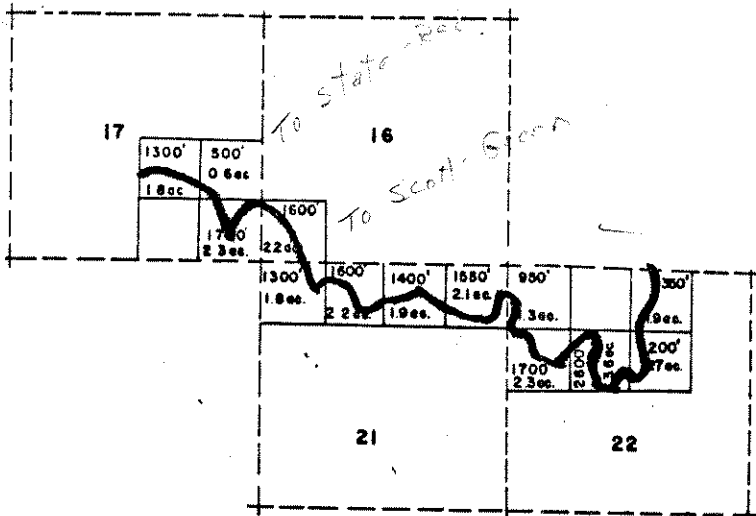
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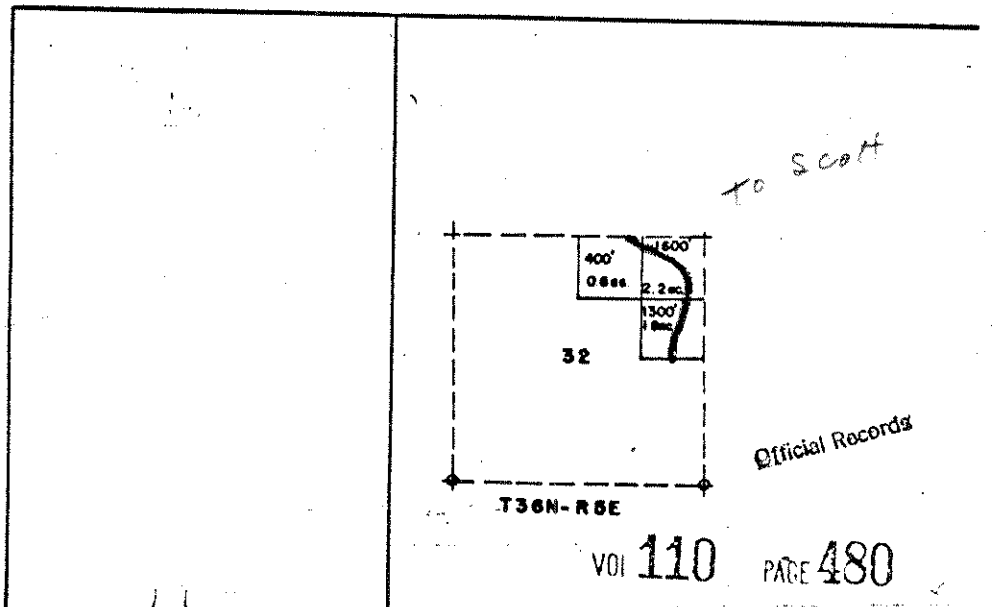
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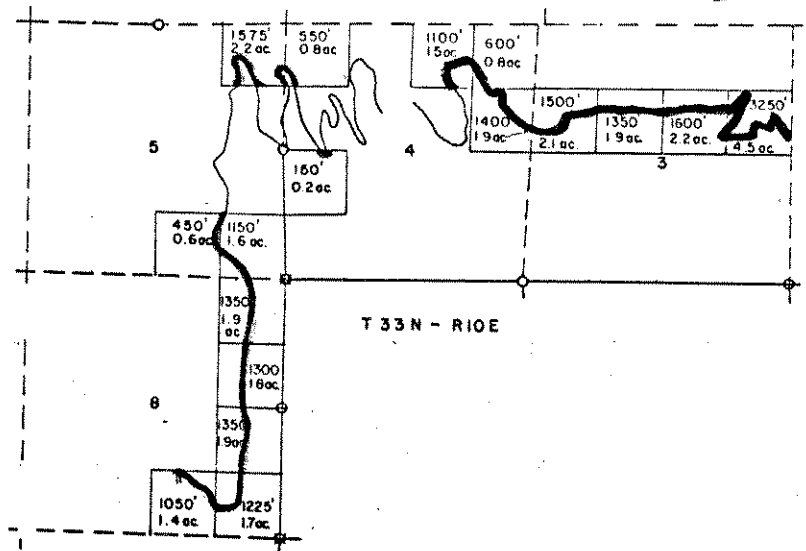
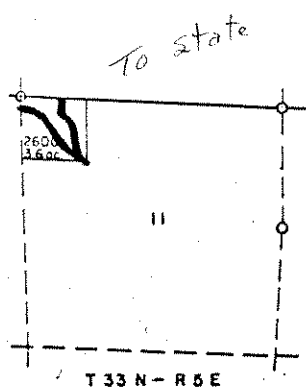
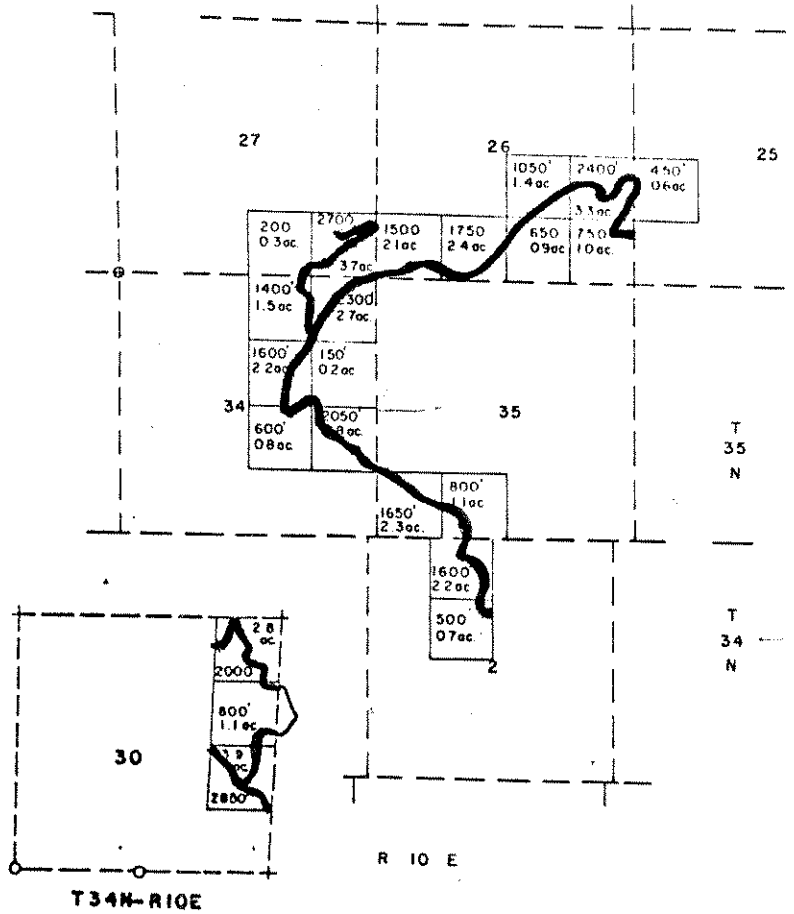
Official Records

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EXHIBIT D

VOL 110

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 at request of State of WA - Dept of Natural Resources  
 Ann Ross, Auditor Skagit Co., Washington

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EXHIBIT F

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

AMENDMENT OF AGREEMENT No. 50-055502  
(Skagit Hill/Hamilton Agreement)

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of March, 1997, by and between CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware Limited Partnership, herein called "Crown," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

- A. Crown for and in consideration of Three Hundred Twelve Thousand Two Hundred Forty Three and no/100 Dollars (\$312,243.00) and the grant hereinafter made by State, hereby grants, and conveys, to State, its successors and assignees, a permanent easement upon, over, and along rights of way sixty (60) feet in width, over and across the lands in Skagit County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the centerline(s) of roads located approximately as shown the attached "Exhibit B."

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

- B. State, for and in consideration of the grant hereinabove made by Crown hereby grants, and conveys to Crown, its successors and assignees, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across the lands in Skagit County, Washington, described on the attached "Exhibit A" being thirty (30) feet on each side of the centerline(s) of roads located approximately as shown 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 by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of 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.

Provided, however, thirty (30) days prior to any construction, reconstruction, and/or betterment of said roads by either party on lands of the other party, the initiating party will submit to the land owning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of

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operations. Each party's operations, specified herein, shall be conducted in accordance with the provisions of the approved plan of operations and as defined in "Exhibit C". Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or betterment is commenced. The purpose of this easement shall not be changed or modified without the consent of both parties. Any unauthorized use of this easement area shall be considered a material breach of this easement.

2. Each party reserves for itself, its successors and assignees, the right at all times for any purpose, to cross and recross at any place on grade or otherwise on the said right of ways on its own lands, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.
3. Each party hereto may grant to third parties, upon such terms as it chooses, on its own lands, 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 other party herein.
4. Each party hereto 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 State or one of its Permittees plans to use any portion of said roads, for the purpose of hauling timber or other valuable materials, State or its Permittee shall notify Crown 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 Crown thereof. In those cases where the State or their assignee is the designated maintainer for such roads, Crown will notify State as stated under the provisions above.
5. The cost of road maintenance and resurfacing for those roads that Crown is not the designated maintainer, 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.



(c) For purposes of this agreement, maintenance and resurfacing 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 or as hereinafter specified to be improved. Examples of road maintenance and resurfacing items are identified in "Exhibit C".

6. The cost of road maintenance and resurfacing for roads covered by this agreement in which Crown is the designated maintainer, shall be allocated on the basis of respective uses of said roads as determined at an annual meeting between both parties as herein set forth:

Both parties shall meet annually to reconcile the previous year's cost of maintenance and resurfacing, based on the previous year's use. At a minimum, both parties shall bring the following information to the meeting:

- A. Volume of timber hauled and the route thereof;
- B. Volume of rock hauled and the route thereof;
- C. Road maintenance and resurfacing dollars expended and the route thereof.

With the above information, both parties shall reconcile on a pro rated use basis the proportionate shares for maintenance and resurfacing.

To assist in calculations, both parties agree to use a conversion factor of 0.85 thousand board feet of timber per cubic yard of rock.

Only timber and rock hauled by authorized users over authorized routes shall be used in the annual reconciliation of road maintenance and resurfacing costs.

7. Each 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, as defined in "Exhibit C", which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of repair, the party to undertake the repair, and the shares of repair cost to be borne by each party, which will be shared on the basis of each party's proportionate tributary acreage. These acres may change from time to time, but the cost sharing will be based on each party's tributary acres at the time of the occurrence, beyond the point where the repairs or damage occurs. Unless the parties hereto agree in writing to share the costs of repairs in advance of such repairs being made, such repairs shall be made solely for the account of the repairer.

8. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements shall be solely for the account of the party who pays for the improvements. Improvements include substantial resurfacing as defined in "Exhibit C". The costs of such improvements shall be borne by the respective parties and allocated on the basis of each party's proportionate tributary acreage beyond the point where the improvement occurs at the time of improvement. Each party agrees to meet and determine tributary acreage prior to the commencement of any improvement to be cost

shared.

9. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
10. Each party hereto 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), Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) 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, 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; or

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

(b) Deliver to each party hereto 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 each party hereto ten (10) days written notice prior to any cancellation or modification.

11. Each party specifically and expressly agrees to indemnify and save harmless the other party, to the extent of each respective party's and/or its respective agents or permittees' own negligence, its officers, agents and/or employees from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind and nature, including attorney's fees, to the "greatest extent" as allowed by law, as set forth in RCW 4.24.115 and any amendments thereto arising out of and in connection with or incident to the respective uses of the respective easements and any and all work and/or maintenance performed on said easements except those caused by the sole negligence of a respective party and/or its employees and agents. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.
12. It is understood and agreed between the parties hereto that this agreement amends the following instrument:

An agreement dated May 27, 1960, between Scott Paper Company (Crown's predecessor) and State, as recorded under auditor's file number 598781, in volume 311, pages 668-695 records of Skagit county on September 15, 1960.

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

CROWN PACIFIC LIMITED PARTNERSHIP  
a Delaware Limited Partnership

By *Raymond Lee* Title

Attest \_\_\_\_\_ Title

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

*Joy Keniston-Longrie*  
Joy Keniston-Longrie, Manager  
Resource Planning and Asset Management Division

Affix Seal of Commissioner  
of Public Lands

Ease. No. 55-002669  
App. No. 50-055502

STATE OF )  
                  )ss  
County of )

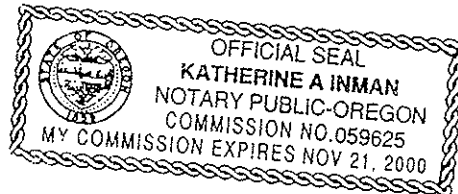
On this 9<sup>th</sup> day of April, 1997, personally appeared before me THOMAS L. KARLOE to me known to be the Secretary of the CROWN PACIFIC LIMITED PARTNERSHIP a Delaware Limited Partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Partnership, for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute said instrument for said Limited Partnership..

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

(Print or Type Name)

Katherine A Inman  
Notary Public in and for the State of Oregon  
residing at PORTLAND, OR

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



STATE OF WASHINGTON )  
                                  )ss  
COUNTY OF THURSTON )

On this 7<sup>th</sup> day of July, 1997, personally appeared before me JOY KENISTON-LONGRIE to me known to be the Resource Planning and Asset Management Division Manager 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.

(Print or Type Name)

Steven R. Carlson  
Notary Public in and for the State of Washington, residing at Couderc, WA

My appointment expires 9/30/99.



**EXHIBIT A**  
**ACCESS GRANTED ACROSS CROWN LANDS**

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Subdivision</u>
2	35N	6E	SE $\frac{1}{4}$ SW $\frac{1}{4}$
3	35N	6E	NW $\frac{1}{4}$ SW $\frac{1}{4}$
4	35N	6E	Government Lots 2, 3, and 4, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$
5	35N	6E	S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{2}$ SW $\frac{1}{4}$
6	35N	6E	Government Lot 6, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$
11	35N	6E	E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$
13	36N	5E	N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$
14	36N	5E	SE $\frac{1}{4}$ NE $\frac{1}{4}$
17	36N	6E	S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$
18	36N	6E	Government Lots 7, 8, 9, 10, 11, 15, 16, and 17, SE $\frac{1}{4}$ NE $\frac{1}{4}$
19	36N	6E	Government Lots 1, 2, 3, 5, 6, and 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$
20	36N	6E	S $\frac{1}{2}$ SW $\frac{1}{4}$
23	36N	6E	S $\frac{1}{2}$ SE $\frac{1}{4}$
24	36N	6E	S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$
26	36N	6E	NE $\frac{1}{4}$ NW $\frac{1}{4}$
29	36N	6E	W $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$
32	36N	6E	N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$
33	36N	6E	E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$
19	36N	7E	Government Lots 3 and 4

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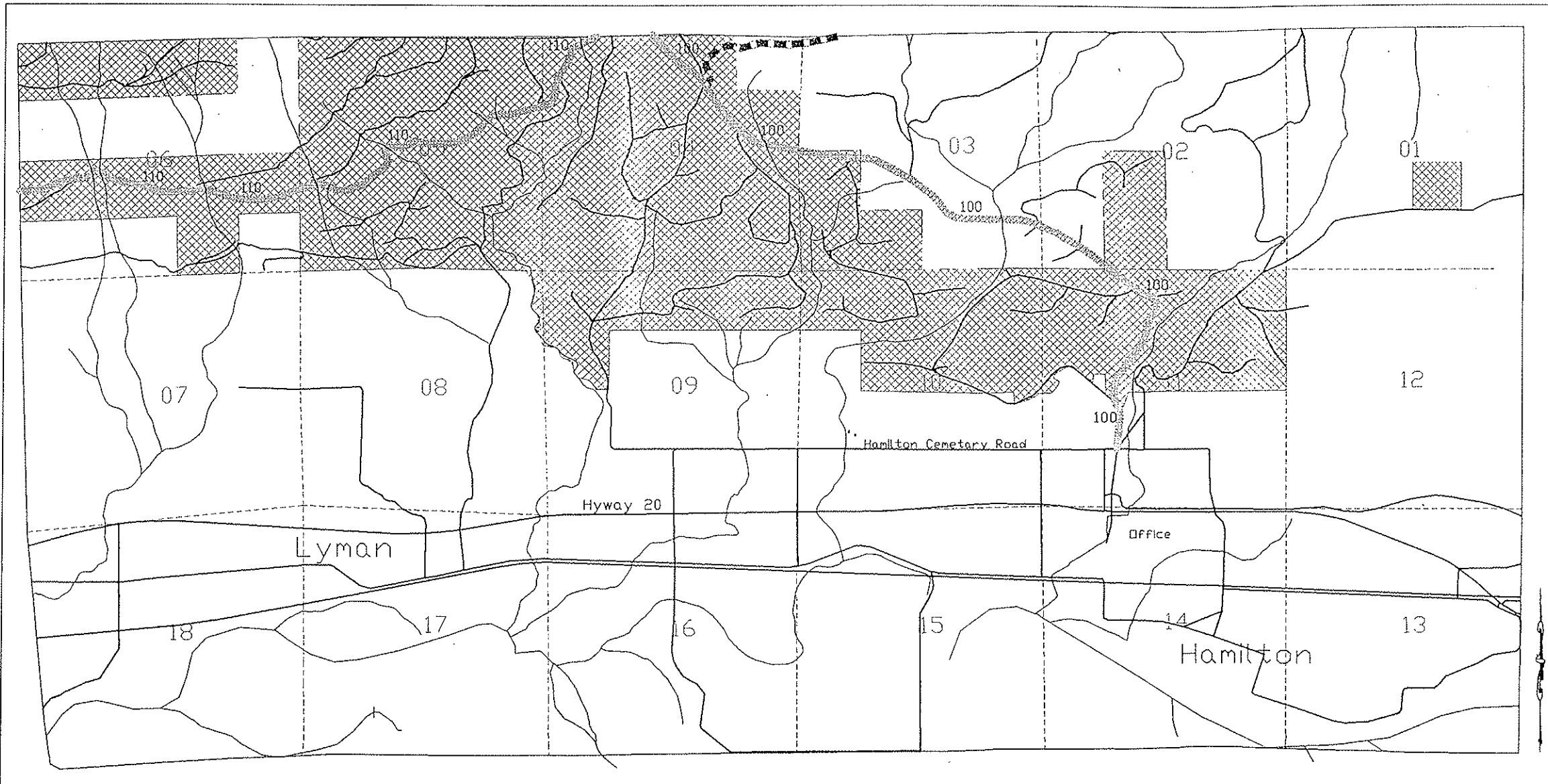
ACCESS GRANTED ACROSS STATE LANDS

1	35N	5E	Government Lots 2, 3, and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$
2	35N	5E	Government Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$
13	36N	5E	NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$
14	36N	5E	NE $\frac{1}{4}$ NE $\frac{1}{4}$
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2	35N	6E	SW $\frac{1}{4}$ SW $\frac{1}{4}$
3	35N	6E	Government Lots 3 and 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$
4	35N	6E	Government Lot 1
25	36N	6E	N $\frac{1}{2}$ NW $\frac{1}{4}$
26	36N	6E	NW $\frac{1}{4}$ NE $\frac{1}{4}$
33	36N	6E	SW $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$
34	36N	6E	S $\frac{1}{2}$ SW $\frac{1}{4}$

Revised 3/21/97

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LEGEND: STATE LANDS INCLUDED

CROWN PACIFIC LANDS INCLUDED



ROADS INCLUDED:

CROWN MAINTENANCE - USER MAINTENANCE -

OTHER ROADS - STREAMS -

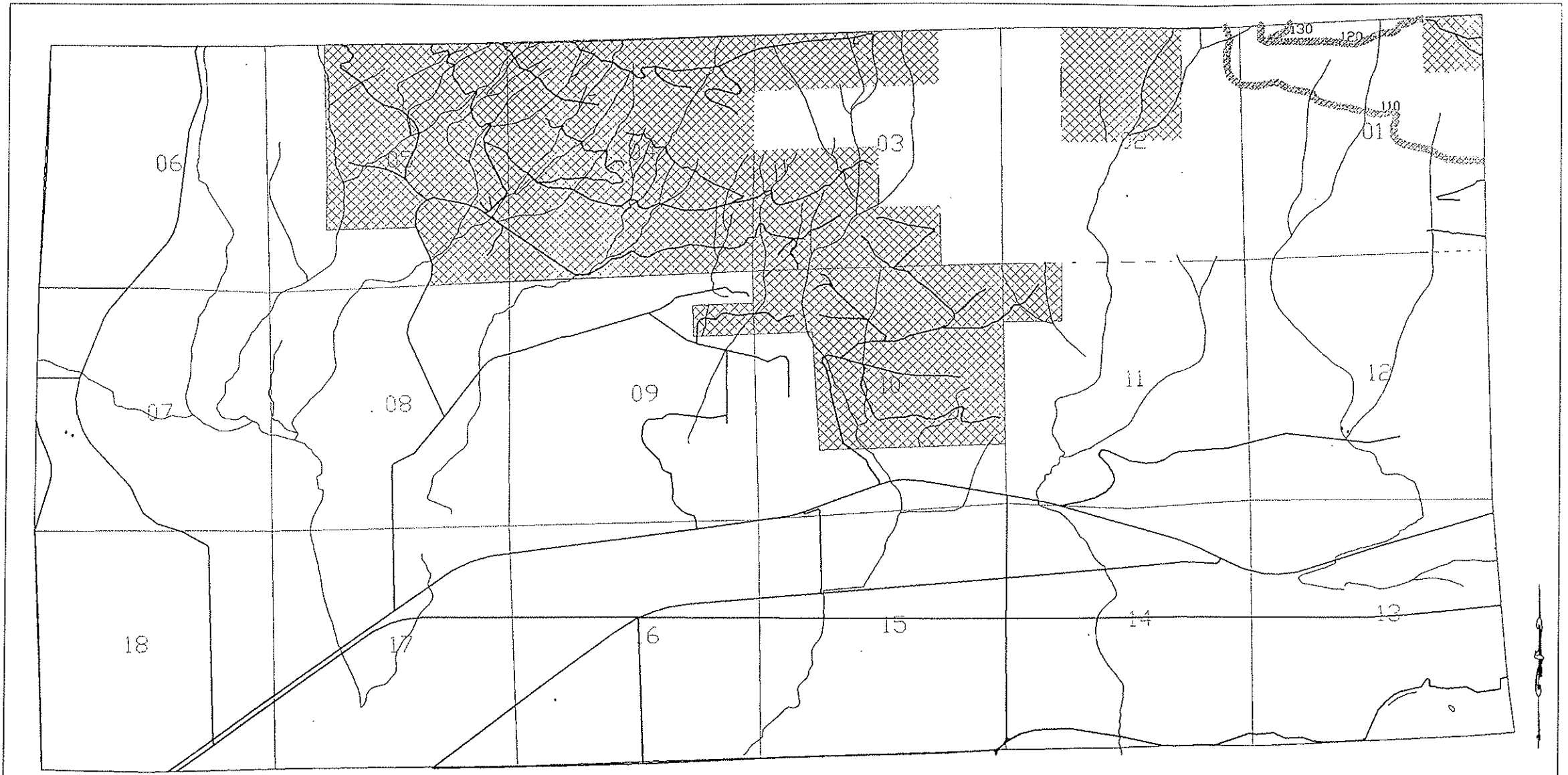
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PAGE 1 OF 10

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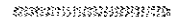

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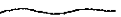



LEGEND: STATE LANDS INCLUDED

CROWN PACIFIC LANDS INCLUDED 

ROADS INCLUDED:

CROWN MAINTENANCE -   
 USER MAINTENANCE - 

OTHER ROADS   
 STREAMS 

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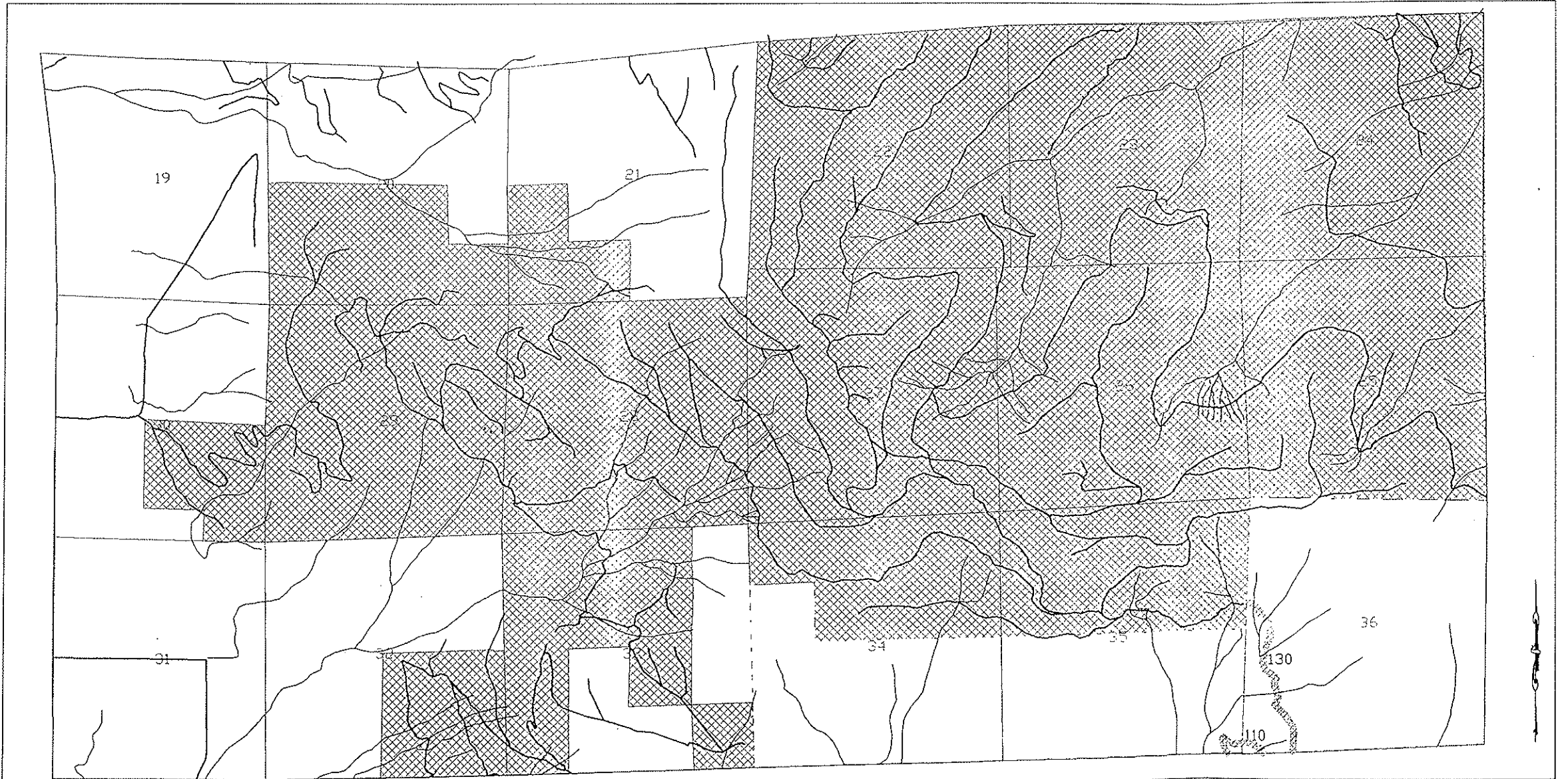
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 HAMILTON EASEMENT EXHIBIT B

PAGE 2 OF 10

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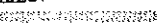



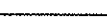
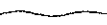
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CROWN PACIFIC LANDS INCLUDED



ROADS INCLUDED:

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 USER MAINTENANCE- 

OTHER ROADS   
 STREAMS 

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S1/2 OF T36N, R05E, W.M.,  
 HAMILTON EASEMENT EXHIBIT B

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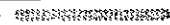
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CROWN PACIFIC LANDS INCLUDED



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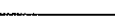
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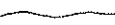
USER MAINTENANCE-



OTHER ROADS



STREAMS



SCALE 1" = 2800'

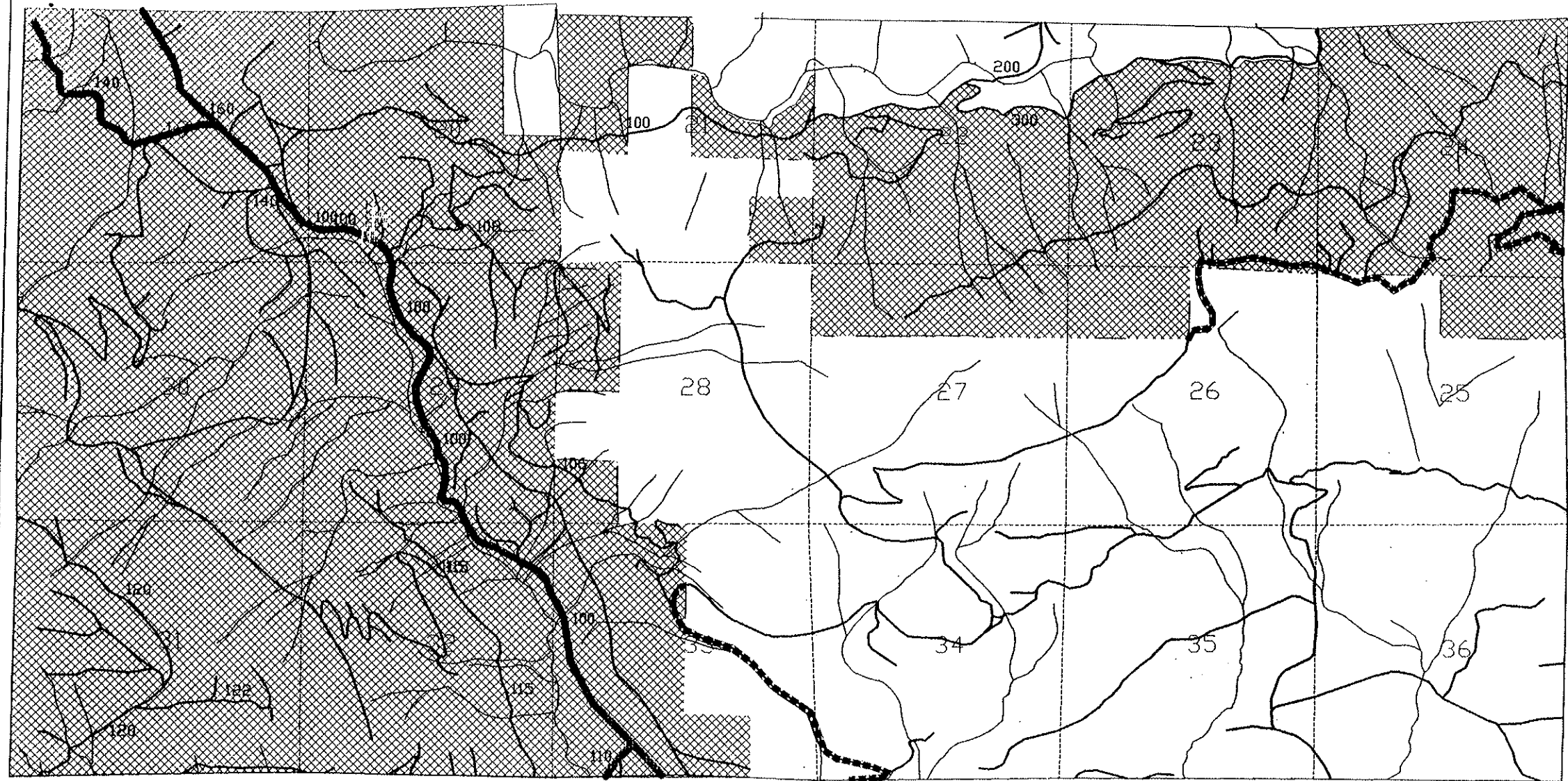


N1/2 OF T36N, R05E, W.M.,  
HAMILTON EASEMENT EXHIBIT B

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BK 1005160306




**LEGEND:** STATE LANDS INCLUDED

CROWN PACIFIC LANDS INCLUDED 

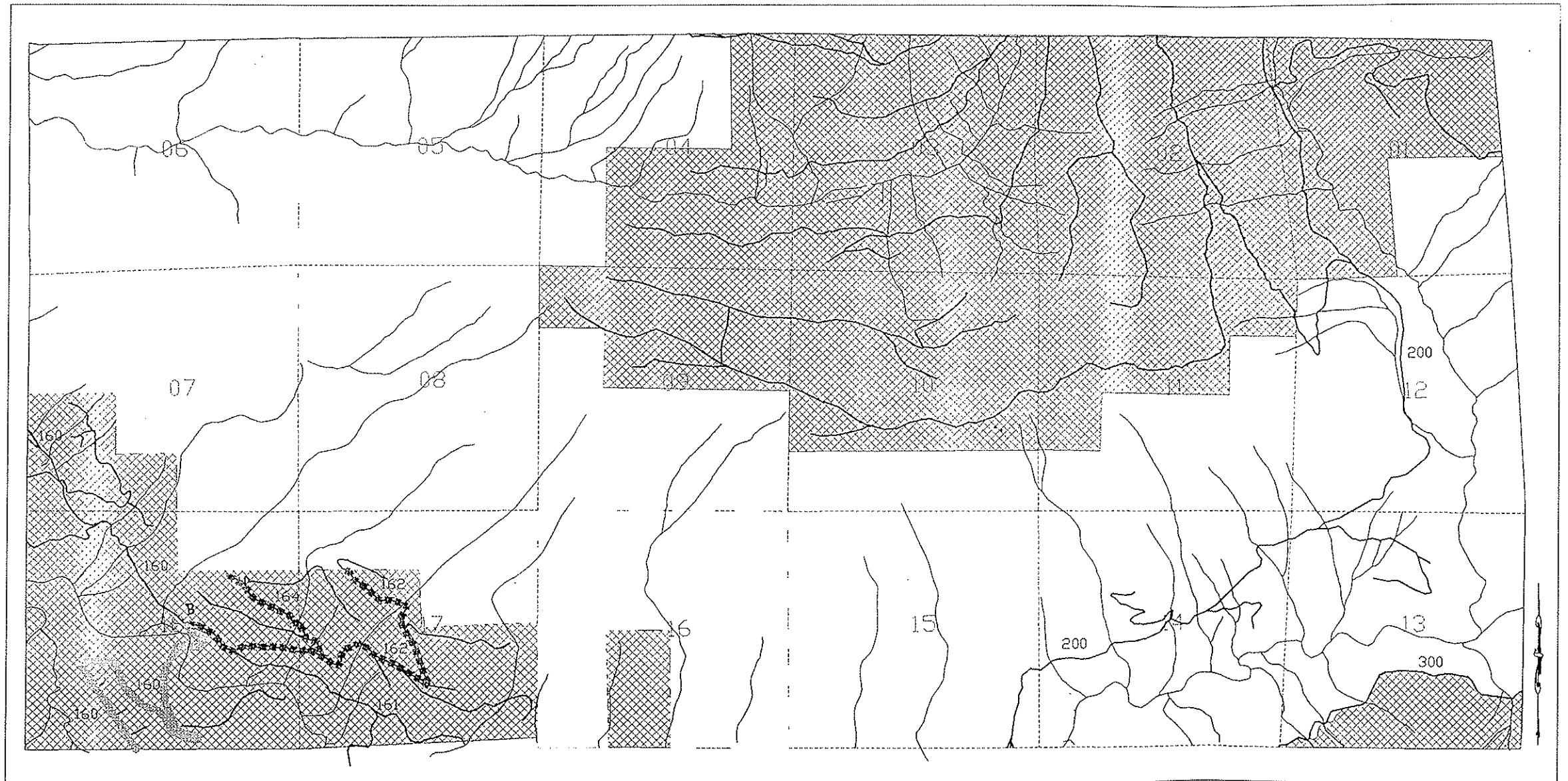
**ROADS INCLUDED:**  
 CROWN MAINTENANCE-   
 USER MAINTENANCE- 

OTHER ROADS   
 STREAMS 


SCALE 1" = 2000'  


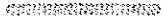

S1/2 OF T36N, R06E, W.M.,  
 HAMILTON EASEMENT EXHIBIT B



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LEGEND: STATE LANDS INCLUDED

CROWN PACIFIC LANDS INCLUDED 

ROADS INCLUDED:  
 CROWN MAINTENANCE-   
 USER MAINTENANCE- 

OTHER ROADS   
 STREAMS 

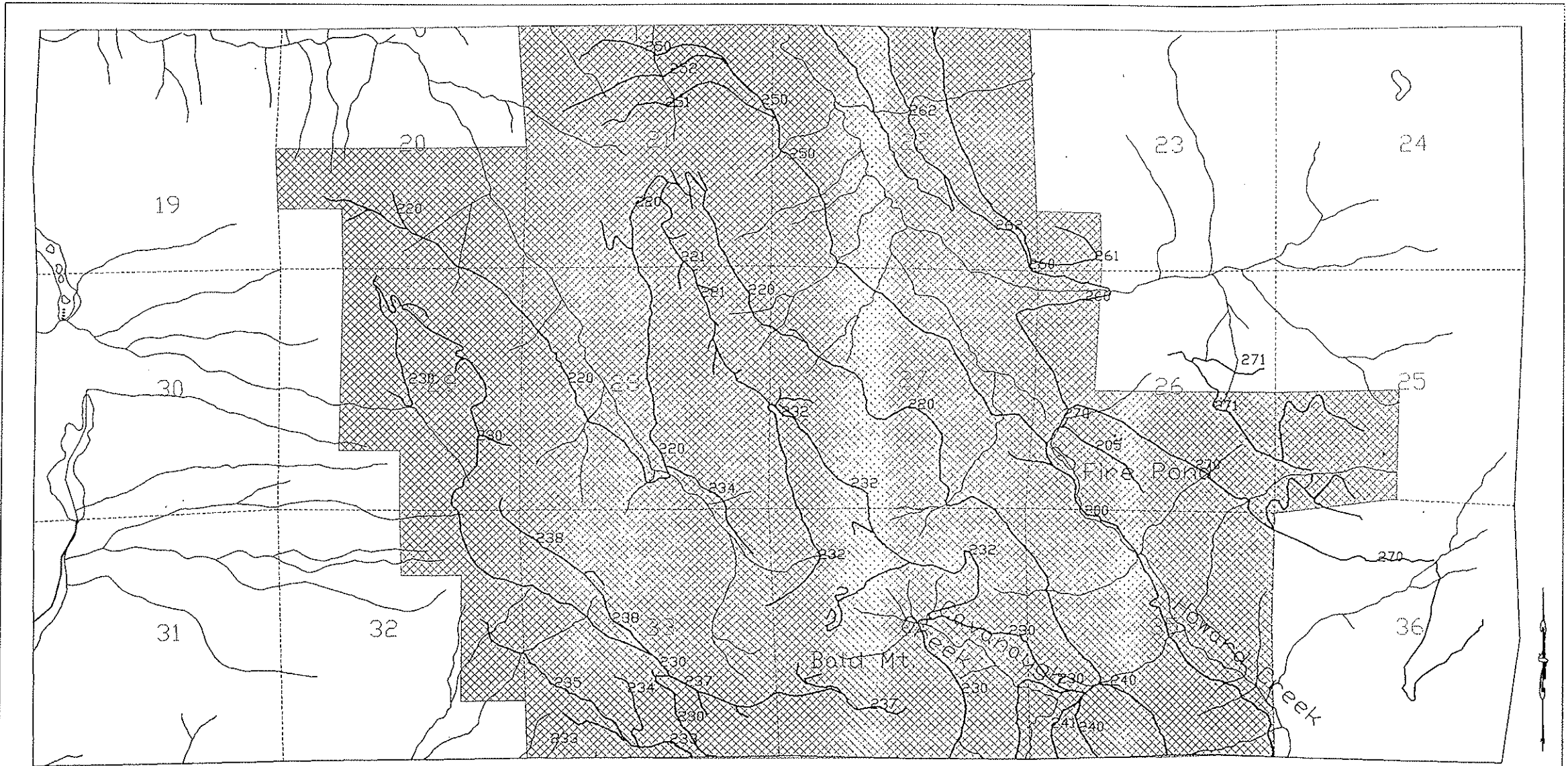
SCALE 1" = 2000'  


N1/2 OF T36N, R06E, W.M.,  
 HAMILTON EASEMENT EXHIBIT B


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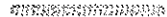

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LEGEND: STATE LANDS INCLUDED

CROWN PACIFIC LANDS INCLUDED 

ROADS INCLUDED:  
 CROWN MAINTENANCE-   
 USER MAINTENANCE- 

OTHER ROADS   
 STREAMS 

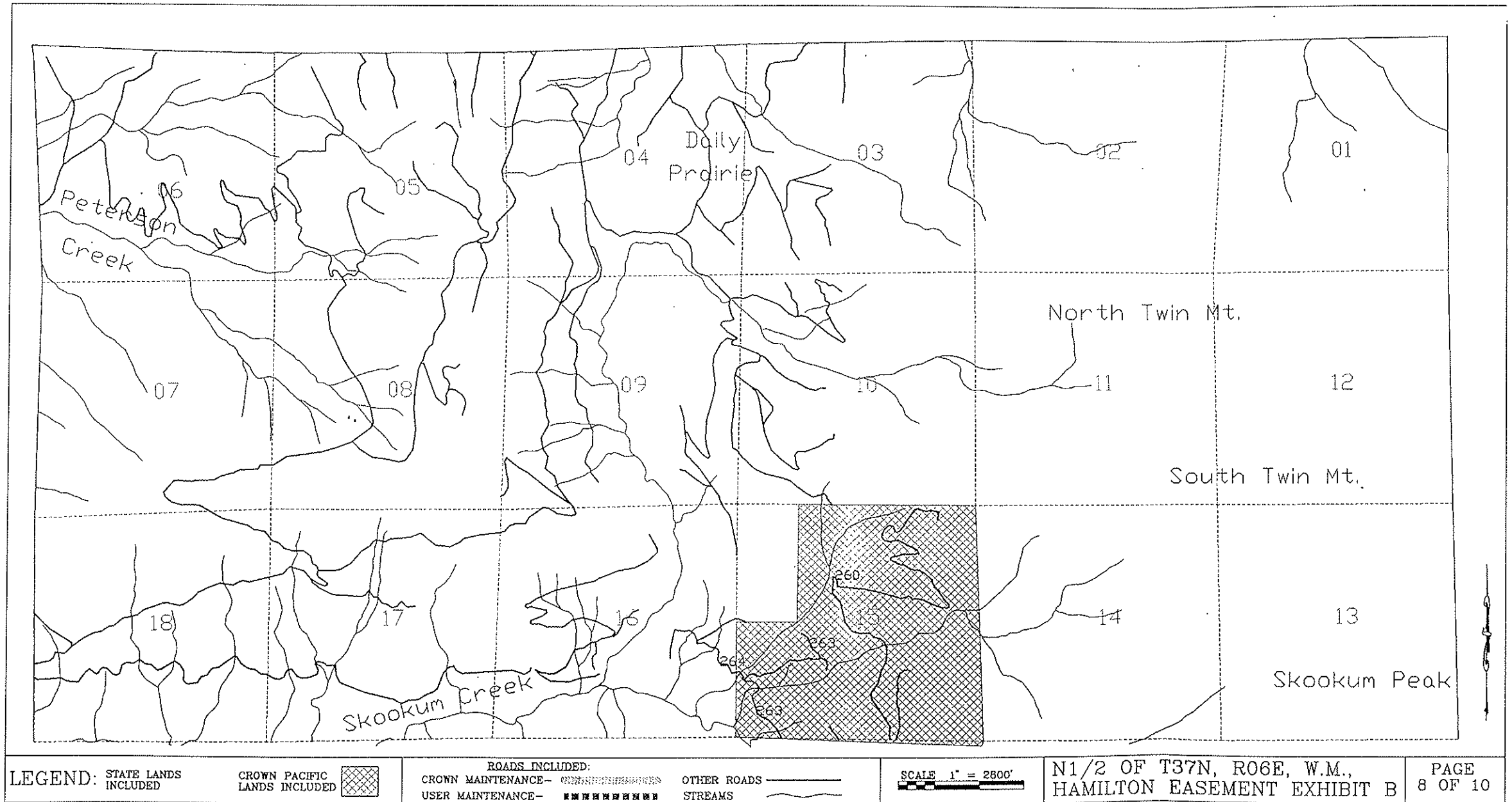
SCALE 1" = 2800'

S1/2 OF T37N, R06E, W.M.,  
 HAMILTON EASEMENT EXHIBIT B

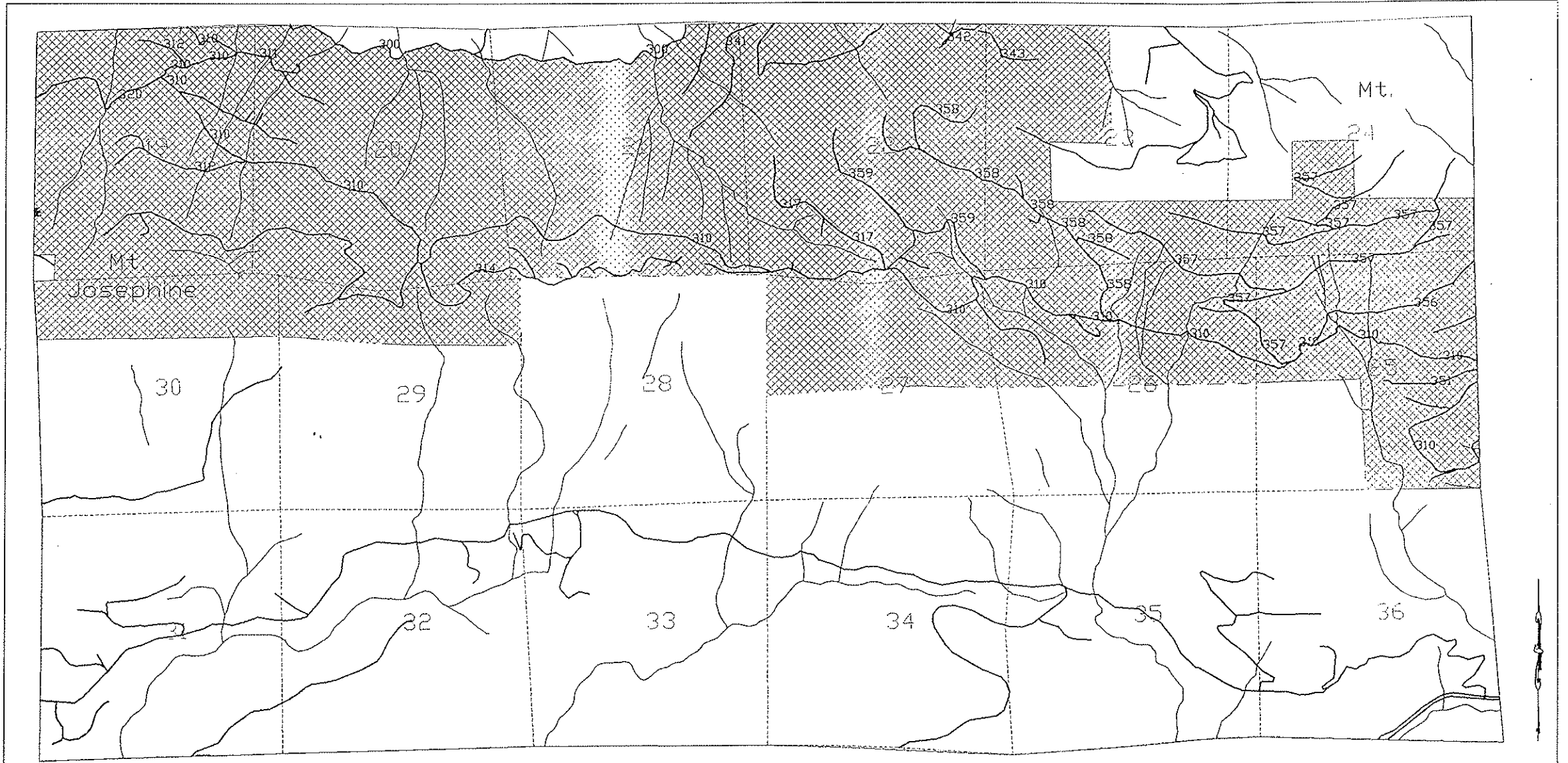
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LEGEND: STATE LANDS INCLUDED

CROWN PACIFIC LANDS INCLUDED



ROADS INCLUDED:

CROWN MAINTENANCE - USER MAINTENANCE -

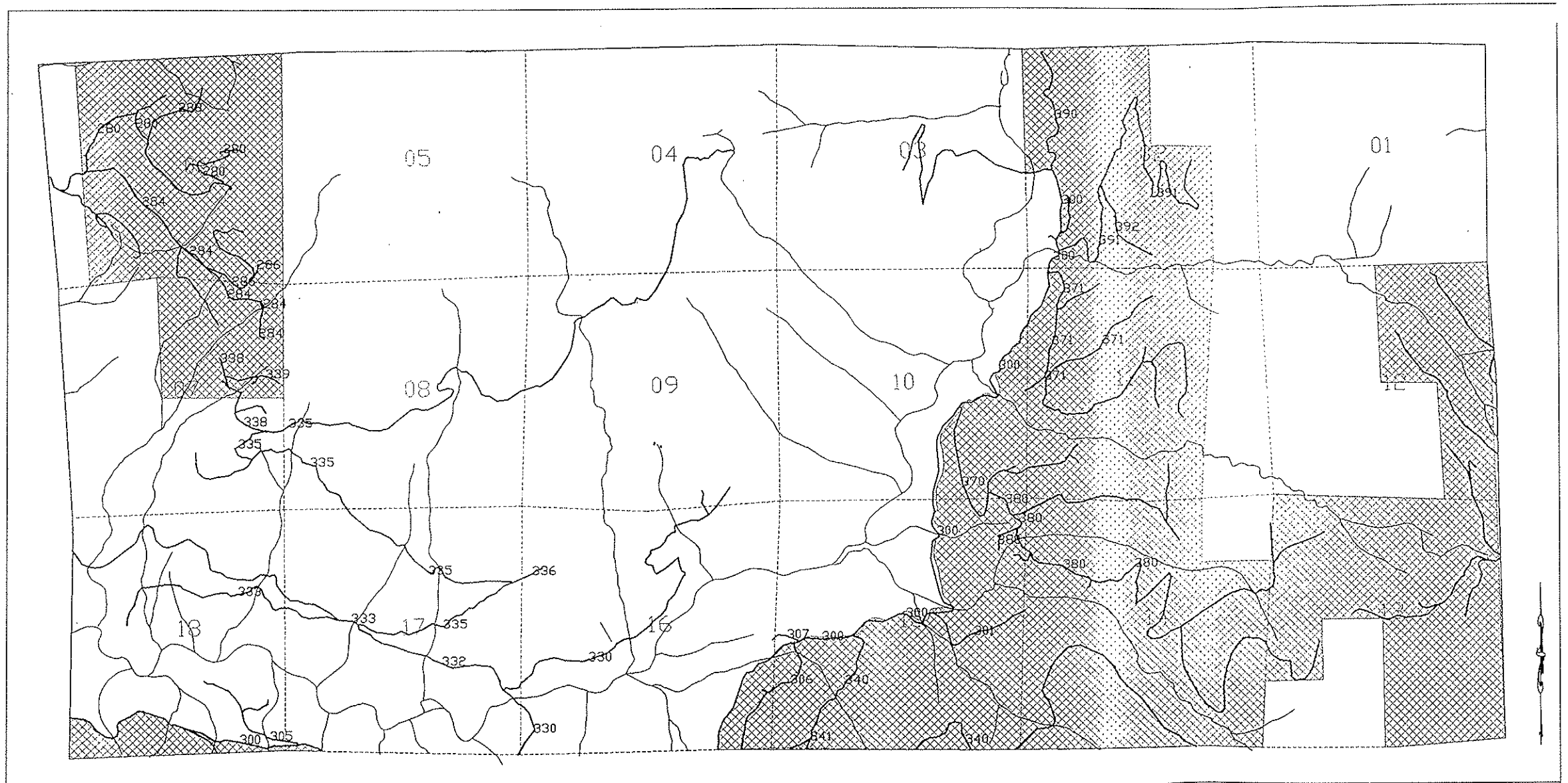
OTHER ROADS STREAMS

SCALE 1" = 2600'

S1/2 OF T36N, R07E, W.M., HAMILTON EASEMENT EXHIBIT B

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<b>LEGEND:</b> STATE LANDS INCLUDED CROWN PACIFIC LANDS INCLUDED	<b>ROADS INCLUDED:</b> CROWN MAINTENANCE— USER MAINTENANCE— OTHER ROADS STREAMS	SCALE 1" = 2800' 	N1/2 OF T36N, R07E, W.M., HAMILTON EASEMENT EXHIBIT B	PAGE 10 OF 10
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## Exhibit C

### Designated Maintainer

1. Under this agreement, the State agrees that Crown will be the designated maintainer of the CP-100, CP-110, CP-120, CP-130, CP-140, CP-160 as identified on Exhibit B. These roads shall be maintained in accordance with Section II.6 of this agreement. The remaining roads under this agreement shall be maintained in accordance with Section II.5 of this agreement. However, should the property under this agreement be sold to someone other than the parent company (Crown), the State reserves the right to revisit and renegotiate the designated maintainer arrangement under this agreement.

### Construction and Maintenance Definitions

1. Construction standards: All work shall be performed in a proper workmanlike manner conforming to the standards of construction for forest management roads in the area, and conforming to all applicable government rules and regulations including without limitation the Forest Practices Act, Chapter 76, RCW, Laws of the State of Washington. In addition, the parties recognize that the construction, maintenance, and improvement of said road(s) will likely be governed by applicable regulations of governmental agencies controlling the same.
2. Road maintenance and resurfacing includes but is not limited to the following items: 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.
3. Inordinate damage includes, but is not limited to, the following: Large slides or road prism failures (100 cubic yards or greater) and drainage structure replacements (bridges or culverts 48 inches in diameter and larger).
4. Substantial resurfacing of roads is defined as those requiring greater than 100 cubic yards of asphalt or gravel and specified road segment drainage structure upgrades. The costs of such resurfacing shall be borne by the respective parties allocated on the basis of each party's proportionate tributary acreage. The cost sharing will be based on the acres beyond the point where the substantial resurfacing occurs at the time of occurrence. Each party agrees to meet in advance of any substantial resurfacing and determine tributary acres prior the commencement of any resurfacing defined in this provision.

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