

Washington DNR Timber Sales Program

The documents for Intent Timber Sale have been changed as follows:

Documents amended:

Brief Description	DATE	Initials
<p>The following changes have been made to the Road Plan:</p> <p>Removed LW-Mainline Ditching (removed from Road Plan Clauses 0-6, 2-7 and cost sheet (adjusted cost accordingly).</p> <p>Added P&E 1220 ditching to Road Plan Clause 2-7.</p>	10/21/24	kw
<p>The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the Intent Timber Sale (Agreement No. 30-107099) to Pacific County Superior Court. To ensure this information reaches perspective bidders, we will allow a 2-minute opportunity to remove any submitted bids for Intent Timber Sale before opening the envelopes.</p>	11/06/24	kw



DEPARTMENT OF NATURAL RESOURCES

PRODUCT SALES & LEASING DIVISION
1111 WASHINGTON STREET SE, MS 47014

(360) 902-1600
WWW.DNR.WA.GOV

To: Prospective Purchasers of Intent Timber Sale

From: Michael Kearney, Product Sale & Leasing, Division Manager

Subject: Notice of Legal Appeal

Date: November 6, 2024

This letter is to ensure you are aware that the **Legacy Forest Defense Coalition** filed a legal appeal on the **Intent** Timber Sale (**Agreement No. 30-107099**) and associated environmental review and complaint seeking declaratory judgment. Language about the lawsuit has been added to the Notice of Sale.

The appeal requests:

- An order invalidating the decision to approve the **Intent** project for auction,
- An order invalidating the SEPA Determination of Non-Significance as violating SEPA,
- A declaration that the **Intent** project could have probable, significant adverse impacts to the environment, necessitating preparation of an Environmental Impact Statement,
- An order requiring DNR to stop all harvest on the **Intent** project,
- An order requiring DNR to mitigate for any and all impacts of the **Intent** timber sale if forest practices are carried out prior to requested relief before this Court or on review in the court of appeals,
- An order granting Appellant its costs and attorneys' fees,
- Any other relief that the Court deems just and proper

The lawsuit was filed with **Pacific County Superior Court** as **Cause No. 24-2-00250-25**.

Please consult an attorney before bidding on this sale if you have questions about the risk associated with the lawsuit.

Notice of the appeal will be shared again verbally prior to auction of the sale on **November 21, 2024**.

Please be aware:

- Appellants may request a temporary restraining order or preliminary injunction from the court.
- Your bid on the **Intent** timber sale, and your operations under the contract, will be conducted with the acknowledgment that the court could order DNR to shut down your operations.
- The State is not responsible for legal actions filed by third-parties that may affect the operability of timber sales.
- The purchaser assumes the risk of loss for any costs, damages, or business expectations related to this resulting from such legal action.
- The standard 10-day confirmation period applies as with all DNR timber sales.

DNR values our customers and wanted to ensure you are informed of the situation prior to auction.



TIMBER NOTICE OF SALE

SALE NAME: *INTENT*

AGREEMENT NO: 30-107099

AUCTION: November 21, 2024 starting at 10:00 a.m., **COUNTY:** Pacific
Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 12 miles east of Raymond, WA

**PRODUCTS SOLD
AND SALE AREA:**

All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, and all down timber greater than 55 inches in diameter, timber 60 inches DBH and greater, and snags bound by the following;

Unit 1, white "Timber Sale Boundary" tags with pink "Harvest Boundary" flagging;

Unit 2 (Private ROW), white "Timber Sale Boundary" tags with pink "Harvest Boundary" flagging;

Unit 3 (ROW), orange "Right of Way" tags with orange flagging;

All forest products above located on part(s) of Sections 9, 16 and 24 all in Township 13 North, Range 7 West, W.M., containing 75 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	32.8	8	3,143			46	163		2,756	145	20	13
Hemlock	19.8		550						453	69	27	1
Redcedar	31.8		101							100	1	
Red alder	15.8		56						25	13	18	
Spruce	29.6		33						29	3		1
Maple	25.7		24						23		1	
Sale Total			3,907									

MINIMUM BID: \$1,095,000.00 **BID METHOD:** Sealed Bids

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

EXPIRATION DATE: October 31, 2026 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$109,500.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.



TIMBER NOTICE OF SALE

HARVEST METHOD: Cable, Cable-Assist, Shovel, and Track skidder. Harvesting activities are estimated to be 30 percent ground based yarding and 70 percent cable yarding. Ground based equipment is restricted to sustained slopes of 50 percent and less, and shall operate only during dry soil conditions. Cable assist operations will not be permitted on sustained slopes over 75 percent. 6 wheeled skidder with tracks similar to ECO-TRACKS™, will not be permitted on sustained slopes over 40 percent. See Clause H-140 for further harvest requirements.

ROADS: 56.15 stations of required construction. 9.16 stations of optional construction. 556.75 stations of required prehaul maintenance.

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the P&E Ridge Quarry located in Section 24, T13N, R7W, W.M. on state land at no charge to the Purchaser.

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the Browns Quarry existing stockpile(s) located in Section 19, T13N, R6W, W.M. on state land at no charge to the Purchaser.

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

See Road Plan for further details. Road construction will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator

Road construction, reconstruction and maintenance work will be restricted from November 1 to March 31. See Road Plan 1-25 for additional information. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator.

ACREAGE DETERMINATION

CRUISE METHOD: The sale acres were determined by GPS. The sale area was cruised using a variable plot cruise method.

FEES: Check in the amount of \$500.00 made payable to Bascom Pacific, LLC. for RUP, must be provided to DNR on day of sale. DNR will forward the check to Bascom Pacific, LLC. \$66,419.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

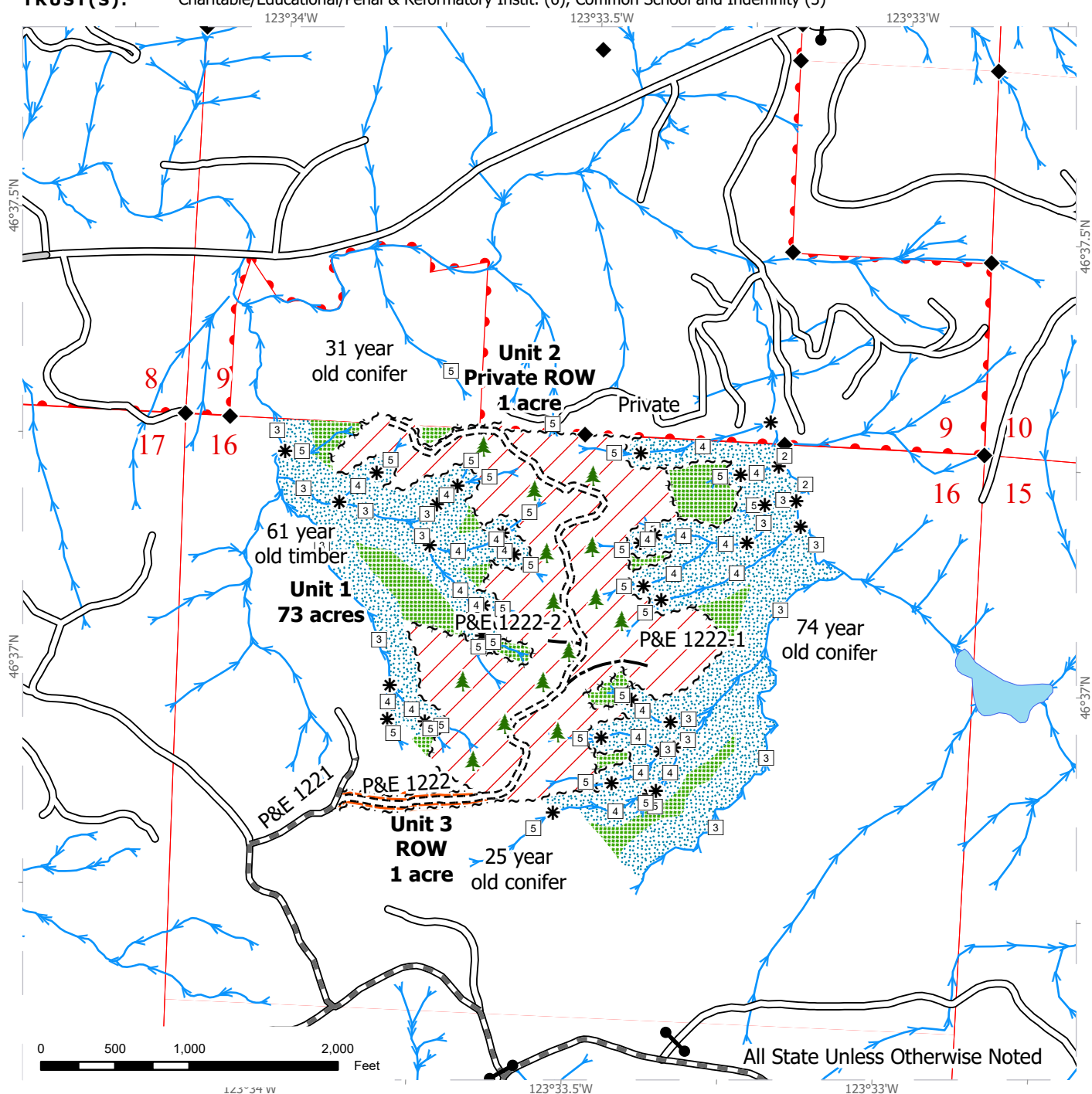
SPECIAL REMARKS: This sale contains approximately 46 MBF DF Peeler, 163 MBF DF SM, and 152 MBF DF HQ 2 Saw. See Cruise for additional for additional information.

The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the Intent Timber Sale (Agreement No. 30-107099) to Pacific County Superior Court. To ensure this information reaches perspective bidders, we will allow a 2-minute opportunity to remove any submitted bids for Intent Timber Sale before opening the envelopes.

TIMBER SALE MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Peal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



All State Unless Otherwise Noted

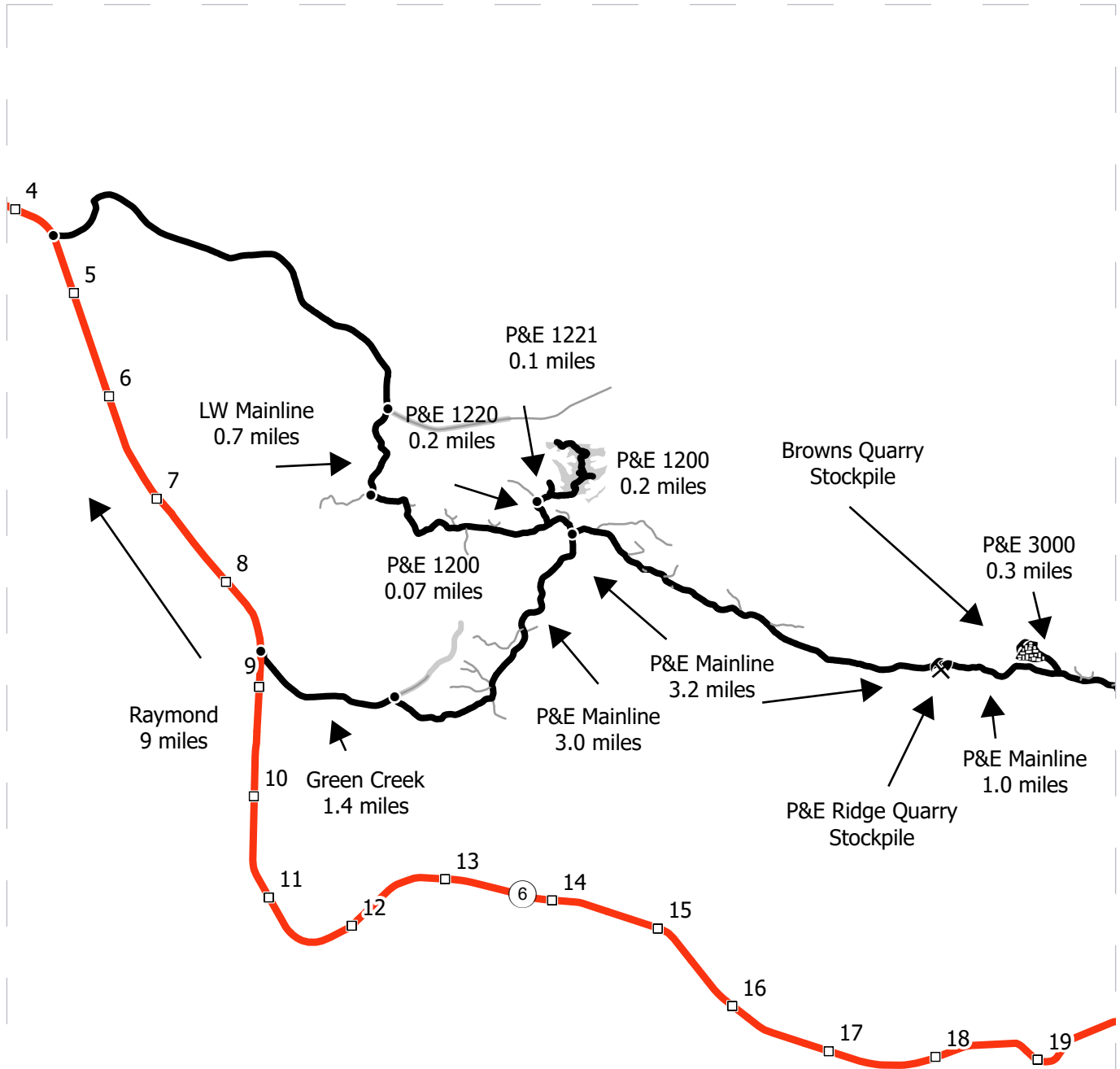
Variable Retention Harvest	County Road	Streams
Right-of-Way Harvest	Existing Roads	Stream Type
Leave Tree Area	Required Pre-Haul Maintenance	Stream Break
Riparian Mgt Zone	Required Construction	Leave Tree Area <1/4-acre
Sale Boundary Tags	Optional Construction	Survey Monument
Leave Tree Tags		
Right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



DRIVING MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Peal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



Map may not be to scale

	Harvest Unit
	Highway
	Haul Route
	Other Route
	Milepost Marker
	Distance Indicator
	Rock Pit
	Stockpile

DRIVING DIRECTIONS:

Unit 1:
 From mile post 9 on State Route 6 turn onto Green Creek Road. After 1.4 miles turn onto the P&E ML and continue for 3.0 miles to the P&E 1200. After 0.2 miles turn onto the P&E 1220, continue for 0.2 miles to the P&E 1221. Take the 1221 for 0.1 miles to the start of the P&E 1222 (not constructed) which will lead you to Unit 1.

To the Quarries:
 From the intersection of the P&E ML and the P&E 1200 continue on the P&E ML for 3.2 miles to the P&E Ridge Quarry. Continue another 1.0 mile to the P&E 3000. Take the P&E 3000 0.3 miles to the Browns Quarry.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0107099

SALE NAME: INTENT

**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 21, 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, except leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, and all down timber greater than 55 inches in diameter, timber 60 inches DBH and greater, and snags bound by the following;

Unit 1, white "Timber Sale Boundary" tags with pink "Harvest Boundary" flagging;

Unit 2 (Private ROW), white "Timber Sale Boundary" tags with pink "Harvest Boundary" flagging;

Unit 3 (ROW), orange "Right of Way" tags with orange flagging;

All forest products described above located on approximately 75 acres on part(s) of Sections 9, 16, and 24 all in Township 13 North, Range 7 West W.M. in Pacific 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 October 31, 2026.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$1,369.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

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G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

removing timber. A reduction in total contract price terminates all of the Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-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 Castle Rock, 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; LW Mainline, P&E 1200, P&E 1220, P&E 1221, P&E 1222, P&E 1222-1, P&E 1222-2, P&E 3000 and the P&E Mainline. 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 LW Mainline, LW 1200, P&E 3000 and the P&E Mainline, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement #55-001314 between State and Roy Katula dated October 14, 1975, indefinite.

RUP #55-107248 between State and Bascom Pacific, LLC dated 8/1/2024, Expires 10/31/2026.

G-396 Public Hauling Permit

The hauling of forest products, rock or equipment may require a state, county, or city hauling permit. Purchaser is responsible for obtaining any necessary permit and any costs associated with extra maintenance or repair levied by the permitting agency. Purchaser must provide the Contract Administrator with a copy of the executed permit.

G-430 Open Fires

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

G-450 Encumbrances

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

Easement, including the terms and provisions thereof,
For: Water
In Favor of: Verna Mather
Disclosed by Application No.: 50-071014
Granted: 10/21/1966
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Hemphill O'Neill Company
Disclosed by Application No.: 50-079380
Granted: 6/12/2006
Expires: Indefinite

Lease, including the terms and provisions thereof,
For: Minor Forest Products
In Favor of: DNR – Pacific Cascade Region
Disclosed by Application No.: 35-CP0002
Granted: 1/1/1993
Expires: Indefinite

Lease, including the terms and provisions thereof,
For: Minor Forest Products
In Favor of: DNR – Pacific Cascade Region
Disclosed by Application No.: 35-RP0010
Granted: 7/1/2024
Expires: Indefinite

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 \$101,582.00. The total contract price consists of a \$0.00 contract bid price plus \$101,582.00 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-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-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, cable-assist, shovel or 6 wheeled skidder similar to Eco Tracks™. Ground based yarding equipment will not be permitted on sustained slopes over 50 percent, 6 Wheeled skidder with tracks similar to ECO-TRACKS™, will not be permitted on sustained slopes over 40 percent, Cable assist operations will not be permitted on slopes over 75 percent.. 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-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 all roads in the G-310 from November 1 to March 31 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Active Haul Routes will be posted with CB channels by Purchaser.
- B. All skid trails used by the 6 wheel drive skidder shall be identified by the purchaser and approved by the Contract Administrator in writing.
- C. Cable-assist will only be allowed in areas where a written harvest plan has been provided to the CA and the CA has provided written approval for cable-assist logging to occur.
- D. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. If trees 60 inches DBH or greater needs to be felled for safety reasons, Contract Administrator approval will be required and trees will be left where felled.
- E. Trees designated as high stump with an orange band and located around monumented corners will be high stumped at 6 feet with mechanical harvester or 4 feet by hand felling.
- F. Long butts remaining on the sale must be dispersed as directed by the Contract Administrator.
- G. Within shovel logging areas, the shovel operator shall break up concentrations of logging debris greater than 10 feet by 10 feet to allow exposure of natural soils to ensure proper reforestation.

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

H-142 Wildlife Timing Restrictions

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

Marbled Murrelet - Timing restrictions are described as no operations of heavy equipment within the critical nesting season (April 1 through September 23) during the daily peak activity periods (two hours prior to official sunset to two hours after official sunrise). Heavy equipment is identified as felling, yarding, and loading equipment for logging, and road maintenance and construction equipment. This area includes the P&E Mainline from the P&E 1700 to the P&E 2300 road(s).

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.

H-230 Tops and Limbs Outside the Sale Boundary

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

H-240 Lop and Scatter

The tops of all felled trees shall be lopped and slash scattered away from leave trees .

H-250 Additional Falling Requirements

Within all units, all non-merchantable live stems 2 inches DBH or 10 feet tall, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

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

Road construction and associated work provisions of the Road Plan for this sale, dated 5/3/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on P&E 1220, P&E 1221, P&E 1222, P&E 1222-1 and the P&E 1222-2. 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 all roads not listed in Clause C-050. 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.

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

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-070 Water Supply

Purchaser shall provide, during the "closed season", a water supply with a minimum capacity of 300 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-100 Stream Cleanout

Slash or debris which enters all 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.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Scott Sargent

Print Name

Pacific Cascade Region Manager

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

_____ to me known to be the _____ of the corporation

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

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

Notary Public in and for the State of

My appointment expires _____

PRE-CRUISE NARRATIVE

Sale Name: Intent	Region: Pacific Cascade
Agreement #: 30-107099	District: Lewis
Contact Forester: Coleman Carle Phone / Location: (360) 821-6964	County(s): Pacific
Alternate Contact: Roy Franklin Phone / Location: (360) 520-1971	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Uphill Cable	70
Harvest System: Ground based	30

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	SEC 9 & 16 T13N R07W	03, 06	171	80	18	0	NA	73	GPS (Trimble)
2 ROW	SEC 16 T13N R07W	NA	1	0	0	0	NA	1	GPS (Trimble)
3 ROW	Sec 9 T13N R07W	03	1	0	0	0	NA	1	GPS (Trimble)
TOTAL ACRES			173	80	18	0	NA	75	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Variable retention harvest; Boundaries are marked with white "Timber Sale Boundary" tags and pink "Harvest Boundary" flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags, pink "Harvest Boundary"	NA	8 Leave trees per acre marked primarily in clumps.

	flagging, and blue paint. Individual trees are marked with blue paint.		
2 ROW Private	ROW is marked with white "Timber Sale Boundary" tags and pink "Harvest Boundary" flagging This is Private ROW, timber will be paid for with a RUP.	NA	NA
3 ROW	ROW is marked with Orange "Right-Of-Way Boundary" Tags and Orange Flagging.	NA	NA

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Df, wh/ 3,000 mbf	See driving map	Maps on the TSDC
2 ROW Private	5 mbf	See driving map	Maps on the TSDC
3 ROW	25 mbf	See driving map	Maps on the TSDC
TOTAL MBF	3,030 mbf		

REMARKS:

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Prepared By: Roy Franklin Date: 12/5/2023	Title: Forester	CC:
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Timber Sale Cruise Report Intent

Sale Name: INTENT

Sale Type: LUMP SUM

Region: PACIFIC CASC

District: LEWIS

Lead Cruiser: Dylan Buchanan

Other Cruisers: Blake Warnstadt, Dillon Adair

Cruise Narrative:

Location: The Intent timber sale is located about 4.5 miles east of Menlo. It can be accessed by taking Green Creek Rd off Highway 6 to the P&E Mainline and the P&E 1221 Rd.

Cruise Design: Unit 1 was cruised using variable radius plots with a 54.44 BAF sighted at 4.5 feet. 1/20 acre fixed plots were used to cruise Unit 2 ROW and Unit 3 ROW 3. Bole lengths were measured to an estimated break point of 40% of the diameter at 16 feet. Trees were cruised to preferred log lengths of 40' for conifers and 30' for hardwoods.

Timber Quality: Intent is mainly a DF dominated stand with a secondary component of WH. There is a small amount of BM, RC, SS and RA. Unit 1 DF carries an average DBH of 32.9" with mostly domestic grades with a few High Quality B, HQ SM and 3P scattered though out. Other average diameters by species: WH 18.9", RC 28.3", RA 17.2", SS 29.6", and MA 26". Persistent spike knot around 40 ft. on a lot of trees. There is a few DF with oversized branches. Large gaps can be found through out as well as some pockets of beetle kill. Observed no conks on live trees.

Unit 2 and 3 ROW consist of smaller regen.

Logging and Stand Conditions: Expected to be 70% ground based logging and 30% uphill cable. Dense understory with deep brush and lots of downed wood.

General Remarks:

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	32.8	8.0		3,143	46	163	2,756	141	24	13
WH	18.9			549			453	66	29	1
RC	31.8			101				100	2	
RA	15.8			56			25	13	18	
SS	29.6			33			29	3		1
MA	25.7			25			23		1	
ALL	27.0	8.0		3,906	46	163	3,286	323	75	14

Timber Sale Notice Weight (tons)

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	18,273	237	943	15,678	1,115	210	89
WH	4,223			3,189	722	305	7
RC	867				850	17	
RA	437			171	84	182	
MA	224			203		21	
SS	163			139	19		6
ALL	24,187	237	943	19,380	2,790	735	102

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 (%)
220.3	6.0	235.4	2.6	52,085	6.5

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
INTENT U1	B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	73.0	90.5	71	38	3
INTENT U2	FX: FR plots (20 tree / acre expansion)	1.0		1	1	0
INTENT U3	FX: FR plots (20 tree / acre expansion)	1.0	1.5	3	3	0
All		75.0	92.0	75	42	3

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	19.9	39	36,154	34,715	4.0	14,777.7	2,603.6
DF	LIVE	2 SAW	HQ-A	14.5	40	237	237	0.0	115.8	17.8
DF	LIVE	2 SAW	HQ-B	19.3	40	1,827	1,793	1.8	784.7	134.5
DF	LIVE	3 PEELER	Domestic	27.9	40	610	610	0.0	237.3	45.7
DF	LIVE	3 SAW	Domestic	10.2	35	1,907	1,879	1.5	1,115.3	140.9
DF	LIVE	4 SAW	Domestic	7.7	24	380	322	15.2	209.9	24.2
DF	LIVE	CULL	Cull	11.1	6	206	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	20.9	40	2,269	2,177	4.1	943.3	163.2
DF	LIVE	UTILITY	Pulp	10.1	13	176	169	4.1	88.8	12.7

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
MA	LIVE	2 SAW	Domestic	14.5	28	400	311	22.2	203.2	23.3
MA	LIVE	4 SAW	Domestic	8.2	18	27	16	39.8	21.2	1.2
MA	LIVE	CULL	Cull	11.5	10	73	0	100.0	0.0	0.0
RA	LIVE	2 SAW	Domestic	14.6	30	382	332	13.1	170.8	24.9
RA	LIVE	3 SAW	Domestic	10.3	30	173	173	0.0	84.0	13.0
RA	LIVE	4 SAW	Domestic	5.8	34	270	244	9.5	182.4	18.3
RA	LIVE	CULL	Cull	5.0	3	0	0	100.0	0.0	0.0
RC	LIVE	3 SAW	Domestic	13.7	38	1,459	1,329	8.9	850.4	99.7
RC	LIVE	4 SAW	Domestic	7.6	18	23	23	0.0	16.5	1.8
RC	LIVE	CULL	Cull	7.5	9	20	0	100.0	0.0	0.0
SS	LIVE	2 SAW	Domestic	21.8	39	394	389	1.4	138.6	29.2
SS	LIVE	3 SAW	Domestic	11.0	36	38	36	5.6	18.5	2.7
SS	LIVE	UTILITY	Pulp	9.5	13	11	11	0.0	6.3	0.8
WH	LIVE	2 SAW	Domestic	17.2	40	6,336	6,037	4.7	3,189.5	452.7
WH	LIVE	3 SAW	Domestic	8.5	36	940	886	5.8	721.8	66.4
WH	LIVE	4 SAW	Domestic	5.5	31	390	388	0.6	304.7	29.1
WH	LIVE	CULL	Cull	6.4	6	38	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.6	12	9	9	0.0	6.9	0.7

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Cull	5.0	5	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	5.7	13	30	0.0	16.3	2.2
DF	5 - 7	LIVE	Domestic	5.8	36	286	6.0	195.0	21.4
DF	8 - 11	LIVE	Domestic	10.0	33	1,664	0.4	1,009.2	124.8
DF	8 - 11	LIVE	Cull	10.3	6	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Pulp	10.5	13	70	9.4	41.1	5.3
DF	12 - 15	LIVE	HQ-A	12.2	40	69	0.0	37.9	5.2
DF	12 - 15	LIVE	Pulp	12.8	12	69	0.0	31.4	5.2
DF	12 - 15	LIVE	Cull	13.5	7	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.7	37	3,701	1.9	2,024.9	277.6
DF	12 - 15	LIVE	HQ-B	14.5	40	158	0.0	79.3	11.9
DF	16 - 19	LIVE	Cull	16.9	1	0	100.0	0.0	0.0
DF	16 - 19	LIVE	HQ-B	17.4	40	461	4.1	231.1	34.6
DF	16 - 19	LIVE	HQ-A	17.8	40	976	3.8	464.4	73.2
DF	16 - 19	LIVE	Domestic	17.9	40	6,301	4.4	2,847.6	472.6
DF	20+	LIVE	HQ-B	23.0	40	1,174	1.2	474.2	88.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	20+	LIVE	HQ-A	24.1	40	1,368	3.7	556.7	102.6
DF	20+	LIVE	Domestic	25.2	40	25,574	4.3	10,263.4	1,918.1
MA	5 - 7	LIVE	Cull	6.1	8	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Domestic	7.4	20	11	36.2	13.2	0.8
MA	8 - 11	LIVE	Domestic	9.3	19	6	45.7	8.0	0.4
MA	12 - 15	LIVE	Domestic	13.9	28	163	30.7	130.5	12.2
MA	16 - 19	LIVE	Domestic	17.5	30	148	10.1	72.7	11.1
MA	20+	LIVE	Cull	23.9	13	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Cull	5.0	3	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.2	33	244	9.5	182.4	18.3
RA	8 - 11	LIVE	Domestic	10.3	30	173	0.0	84.0	13.0
RA	12 - 15	LIVE	Domestic	14.6	30	332	13.1	170.8	24.9
RC	5 - 7	LIVE	Cull	6.5	10	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	7.0	19	10	0.0	6.0	0.7
RC	8 - 11	LIVE	Cull	8.7	5	0	100.0	0.0	0.0
RC	8 - 11	LIVE	Domestic	9.4	32	186	6.6	161.7	13.9
RC	12 - 15	LIVE	Cull	12.6	11	0	100.0	0.0	0.0
RC	12 - 15	LIVE	Domestic	13.7	39	234	7.3	209.9	17.6
RC	16 - 19	LIVE	Cull	16.3	4	0	100.0	0.0	0.0
RC	16 - 19	LIVE	Domestic	17.8	40	427	11.4	257.4	32.0
RC	20+	LIVE	Domestic	30.1	40	496	8.1	231.9	37.2
SS	5 - 7	LIVE	Pulp	7.9	13	4	0.0	3.2	0.3
SS	8 - 11	LIVE	Domestic	11.0	36	36	5.6	18.5	2.7
SS	12 - 15	LIVE	Pulp	14.7	13	7	0.0	3.0	0.5
SS	16 - 19	LIVE	Domestic	17.5	38	140	3.8	60.2	10.5
SS	20+	LIVE	Domestic	30.8	40	249	0.0	78.4	18.7
WH	5 - 7	LIVE	Cull	5.3	5	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	5.6	34	582	1.6	456.9	43.7
WH	5 - 7	LIVE	Pulp	5.6	12	9	0.0	6.9	0.7
WH	8 - 11	LIVE	Cull	8.7	5	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	9.6	33	691	6.4	569.6	51.8
WH	12 - 15	LIVE	Cull	13.3	11	0	100.0	0.0	0.0
WH	12 - 15	LIVE	Domestic	13.8	40	1,365	3.6	855.0	102.4
WH	16 - 19	LIVE	Domestic	17.5	40	1,736	2.3	869.2	130.2
WH	20+	LIVE	Domestic	21.8	40	2,936	6.6	1,465.3	220.2

Cruise Unit Report INTENT U1

Unit Sale Notice Volume (MBF): INTENT U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	32.9	8.0		3,132	46	163	2,756	137	18	12
WH	18.9			549			453	66	29	1
RC	28.3			87				85	2	
RA	17.2			47			25	13	9	
SS	29.6			33			29	3		1
MA	26.0			23			22		1	
ALL	27.1	8.0		3,870	46	163	3,284	304	59	14

Unit Cruise Design: INTENT U1

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	73.0	90.5	71	38	3

Unit Cruise Summary: INTENT U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	126	204	2.9	1
WH	35	53	0.7	0
RC	13	17	0.2	0
RA	3	7	0.1	0
SS	2	2	0.0	0
MA	3	6	0.1	0
ALL	182	289	4.1	1

Unit Cruise Statistics: INTENT U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	156.4	77.1	9.2	274.3	18.5	1.7	42,901	79.3	9.3
WH	40.6	142.7	16.9	185.0	42.4	7.2	7,520	148.9	18.4
RC	13.0	217.2	25.8	91.5	42.1	11.7	1,193	221.2	28.3
RA	5.4	389.3	46.2	120.3	9.4	5.4	646	389.4	46.5
SS	1.5	591.5	70.2	292.4	47.6	33.7	448	593.5	77.9

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 (%)
MA	4.6	387.2	45.9	67.4	90.4	52.2	310	397.6	69.5
ALL	221.6	51.6	6.1	239.3	34.8	2.6	53,018	62.2	6.6

Unit Summary: INTENT U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	126	ALL	32.9	121	157	44,799	42,901	4.2	26.5	156.4	27.3	3,131.8
MA	LIVE	CUT	3	ALL	26.0	58	71	486	310	36.2	1.2	4.6	0.9	22.6
RA	LIVE	CUT	3	ALL	17.2	66	83	721	646	10.5	3.3	5.4	1.3	47.1
RC	LIVE	CUT	13	ALL	28.3	63	79	1,309	1,193	8.8	3.0	13.0	2.5	87.1
SS	LIVE	CUT	2	ALL	29.6	101	130	456	448	1.7	0.3	1.5	0.3	32.7
WH	LIVE	CUT	35	ALL	18.9	65	86	7,925	7,520	5.1	20.9	40.6	9.3	548.9
ALL	LIVE	CUT	182	ALL	27.1	92	119	55,696	53,018	4.8	55.2	221.6	41.5	3,870.3
ALL	ALL	ALL	182	ALL	27.1	92	119	55,696	53,018	4.8	55.2	221.6	41.5	3,870.3

Cruise Unit Report INTENT U2

Unit Sale Notice Volume (MBF): INTENT U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade	
				All	4 Saw
RA	8.3			4	4
DF	12.0			1	1
ALL	8.9			5	5

Unit Cruise Design: INTENT U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	1.0		1	1	0

Unit Cruise Summary: INTENT U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	7	7	7.0	0
DF	1	1	1.0	0
ALL	8	8	8.0	0

Unit Cruise Statistics: INTENT U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	53.0	0.0	0.0	78.5	23.7	9.0	4,160	23.7	9.0
DF	15.7	0.0	0.0	53.5	0.0	0.0	840	0.0	0.0
ALL	68.7	0.0	0.0	72.8	27.4	9.7	5,000	27.4	9.7

Unit Summary: INTENT U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	12.0	40	54	840	840	0.0	20.0	15.7	4.5	0.8
RA	LIVE	CUT	7	ALL	8.3	30	50	4,340	4,160	4.1	141.1	53.0	18.4	4.2
ALL	LIVE	CUT	8	ALL	8.8	31	51	5,180	5,000	3.5	161.1	68.7	22.9	5.0
ALL	ALL	ALL	8	ALL	8.8	31	51	5,180	5,000	3.5	161.1	68.7	22.9	5.0

Cruise Unit Report INTENT U3

Unit Sale Notice Volume (MBF): INTENT U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
RC	53.0			14		14		
DF	9.5			10		4	5	1
RA	8.7			5			5	
MA	22.0			2	2		0	
ALL	11.9			31	2	18	10	1

Unit Cruise Design: INTENT U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	1.0	1.5	3	3	0

Unit Cruise Summary: INTENT U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC	1	1	0.3	0
DF	33	33	11.0	0
RA	19	19	6.3	0
MA	1	1	0.3	0
ALL	54	54	18.0	0

Unit Cruise Statistics: INTENT U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RC	102.1	173.2	100.0	140.5	0.0	0.0	14,347	173.2	100.0
DF	108.3	77.7	44.9	92.3	25.1	4.4	10,000	81.6	45.1
RA	51.9	108.9	62.9	93.4	21.8	5.0	4,847	111.1	63.1
MA	17.6	173.2	100.0	108.0	0.0	0.0	1,900	173.2	100.0
ALL	279.9	61.2	35.3	111.1	20.3	2.8	31,093	64.5	35.4

Unit Summary: INTENT U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	33	ALL	9.5	44	80	11,340	10,000	11.8	220.1	108.3	35.1	10.0
MA	LIVE	CUT	1	ALL	22.0	53	64	2,000	1,900	5.0	6.7	17.6	3.8	1.9
RA	LIVE	CUT	19	ALL	8.7	36	61	4,867	4,847	0.4	125.7	51.9	17.6	4.8
RC	LIVE	CUT	1	ALL	53.0	87	111	17,147	14,347	16.3	6.7	102.1	14.0	14.3
ALL	LIVE	CUT	54	ALL	12.0	42	74	35,353	31,093	12.0	359.2	279.9	70.5	31.1
ALL	ALL	ALL	54	ALL	12.0	42	74	35,353	31,093	12.0	359.2	279.9	70.5	31.1



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

FPA/N No: 2942717

Effective Date: 8/19/2024

Expiration Date: 8/19/2027

Shut Down Zone: 65N

EARR Tax Credit: Eligible Non-eligible

Reference: Intent TBS

30-107099

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

No additional conditions.

Issued By: Eric Weinke

Region: Pacific Cascade Region

Title: Forest Practices Forester

Date: 8/19/2024

Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP

By: [Signature]

Date: 8/19/2024

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Pacific Cascade Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504	<u>Physical Address</u> 601 Bond Rd Castle Rock WA 98611
<u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Mailing Address</u> Post Office Box 280 Castle Rock, WA 98611-0280

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

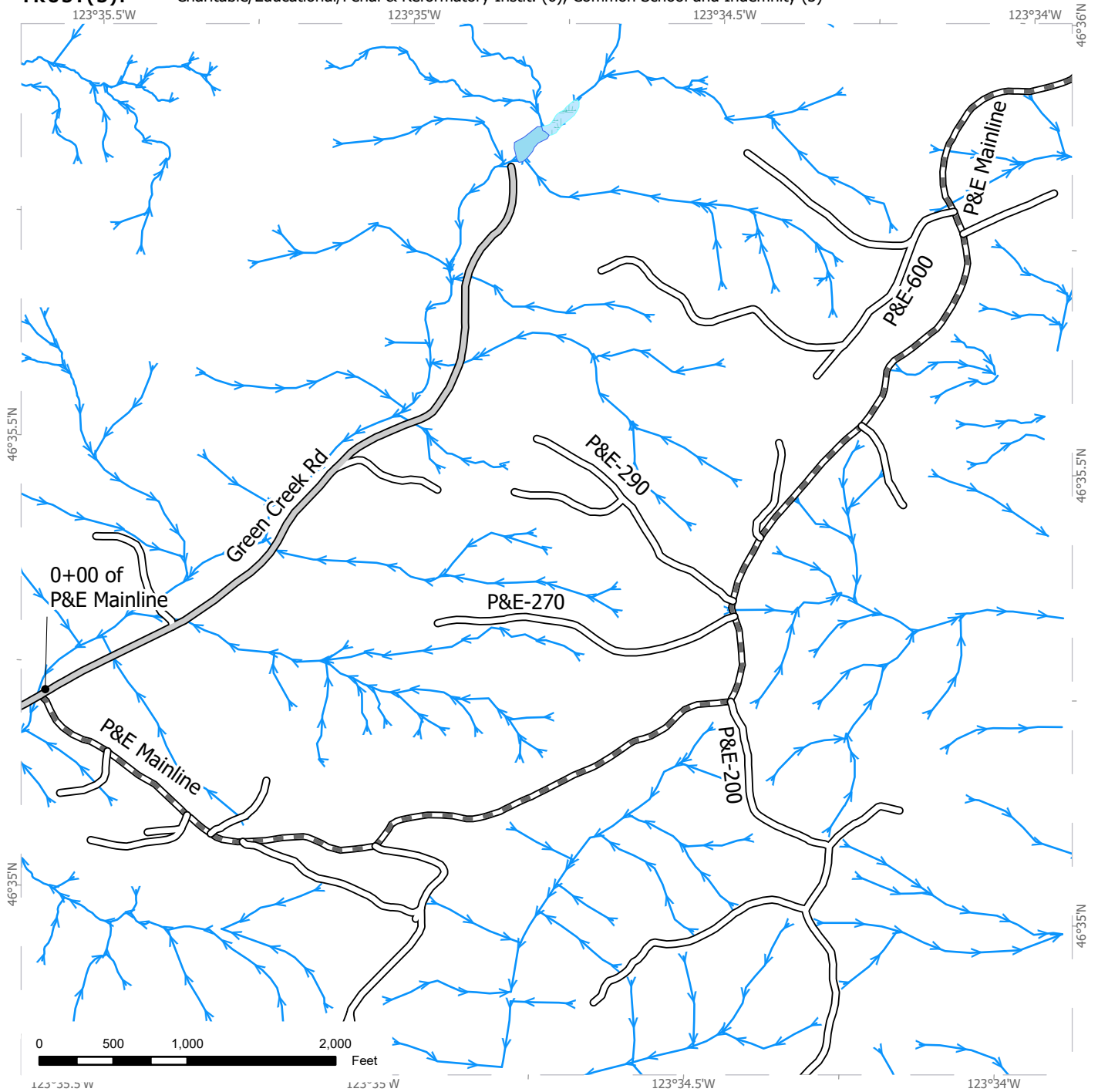
I, _____ caused the Notice of Decision for FPA/N No. _____ to be placed in the United States mail at Castle Rock, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.





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

ROAD PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



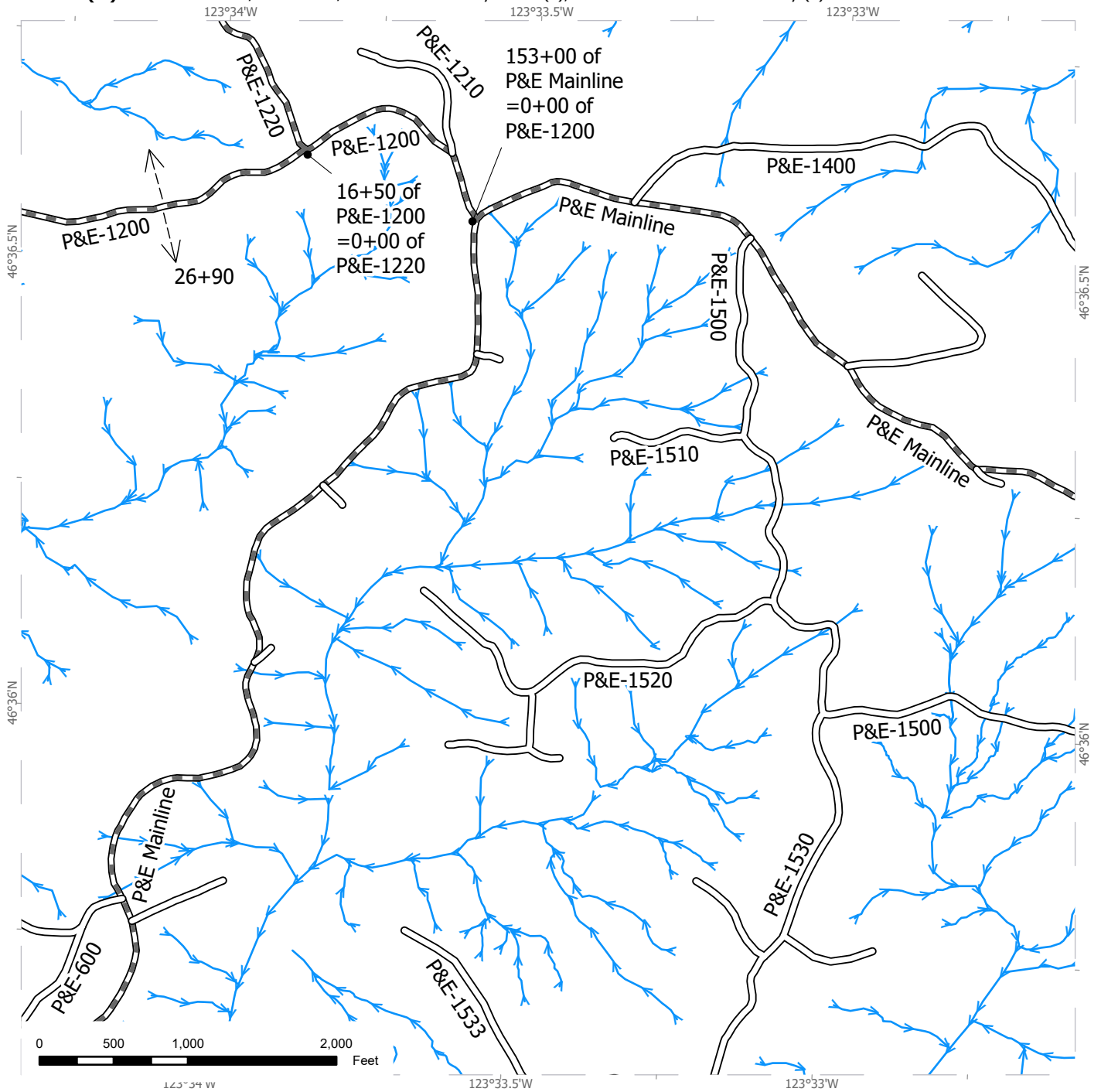
	County Road
	Existing Roads
	Required Pre-Haul Maintenance
	Streams







ROAD PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Peal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



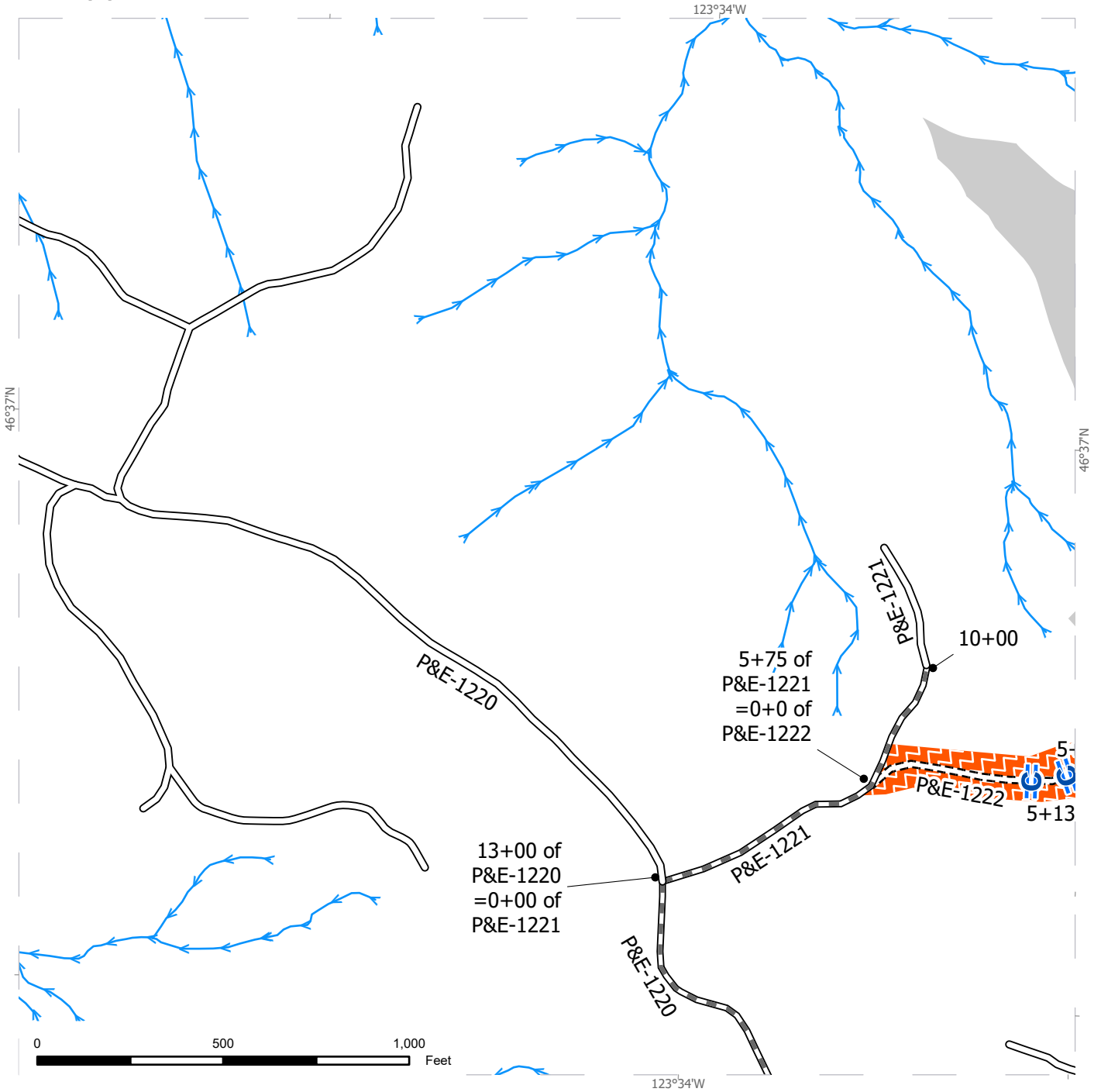
 Existing Roads	 Ditchout
 Required Pre-Haul Maintenance	
 Streams	



ROAD PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



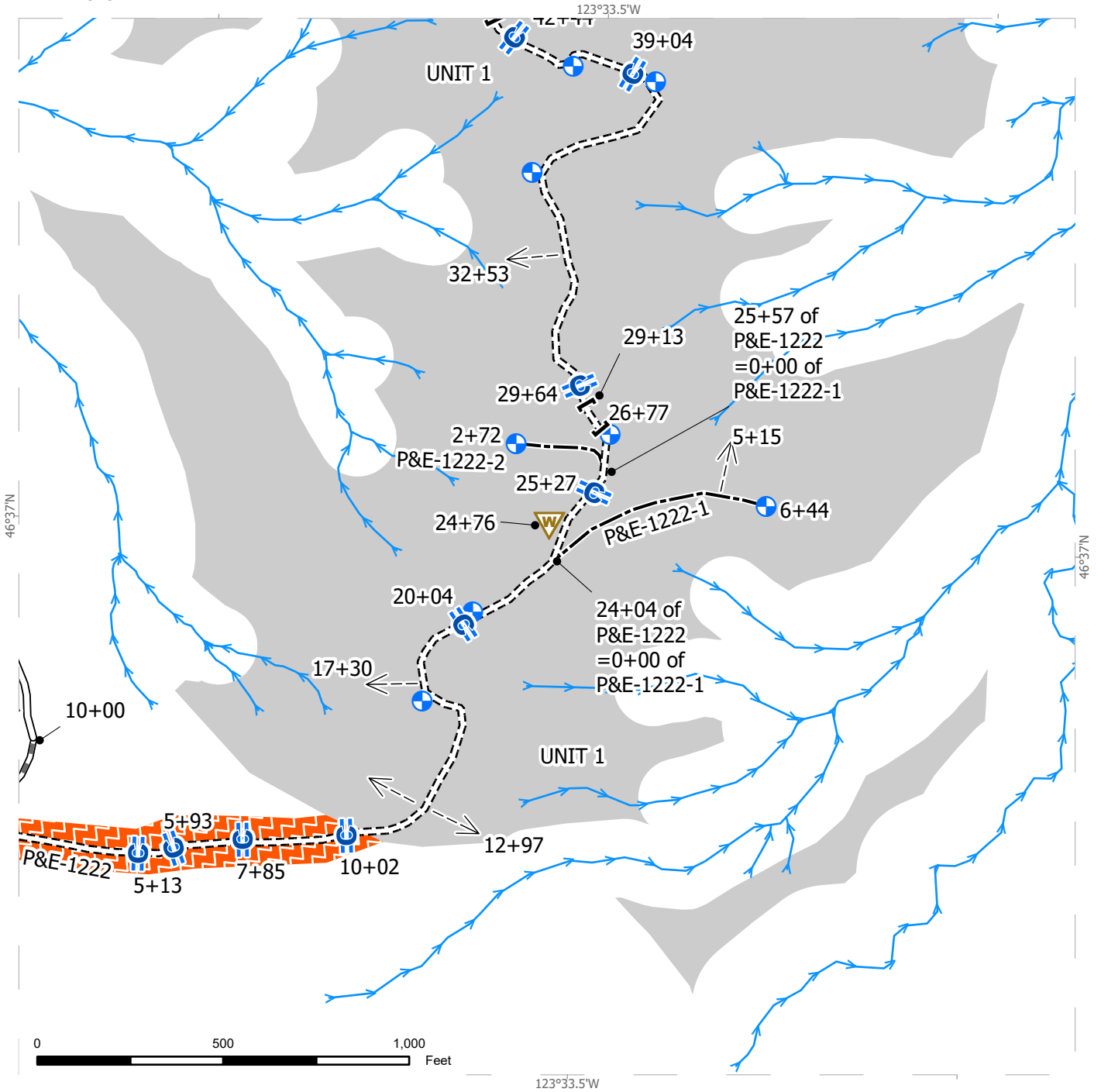
Existing Roads	Cross-drain Culvert	Harvest Unit
Required Pre-Haul Maintenance		Right-of-Way Harvest
Required Construction		
Streams		



ROAD PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Inst. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



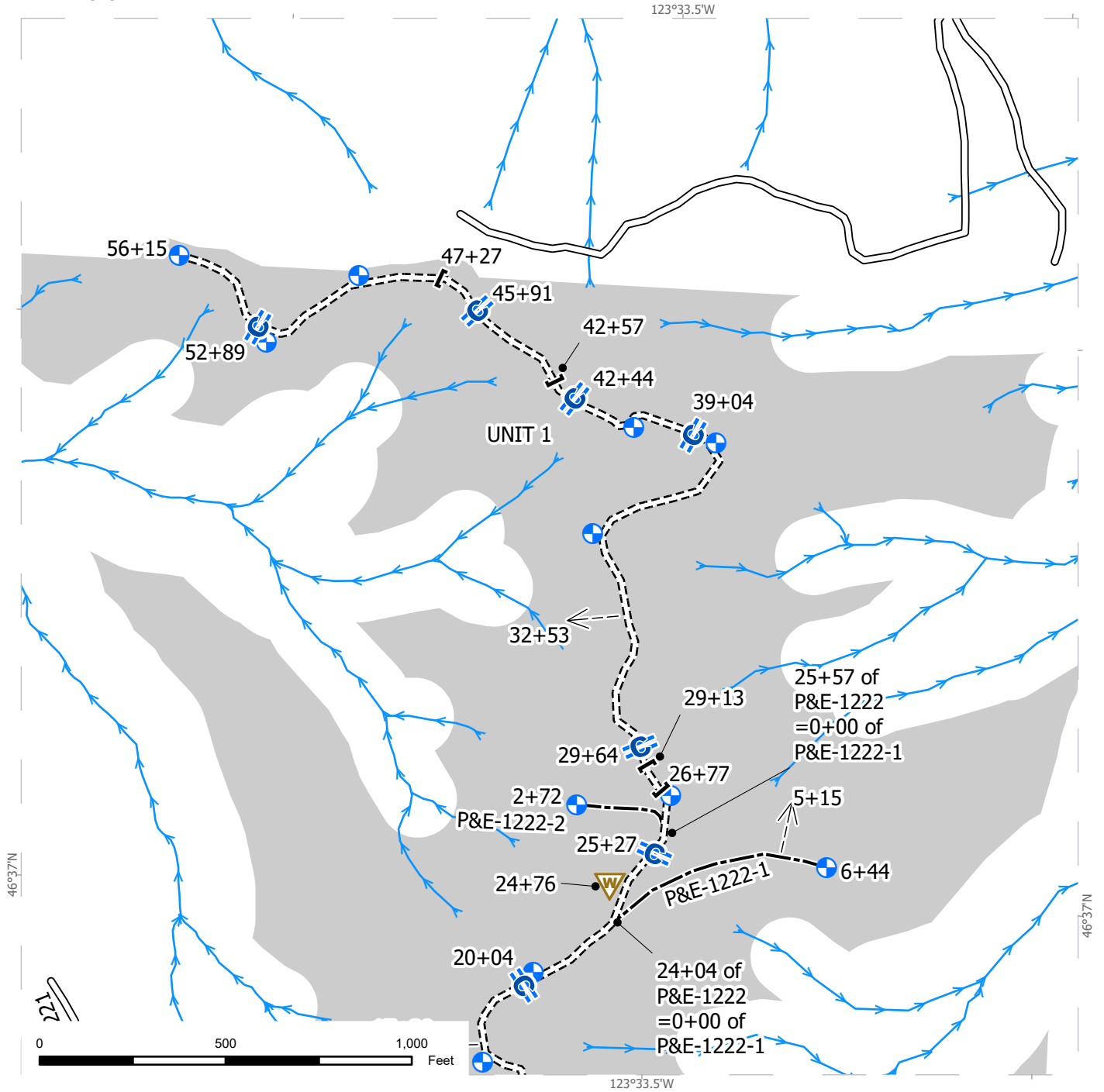
Existing Roads	Landing - Proposed	Harvest Unit
Required Pre-Haul Maintenance	Waste Area	Right-of-Way Harvest
Required Construction	Cross-drain Culvert	
Optional Construction	Ditchout	
Streams	Full Bench	



ROAD PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



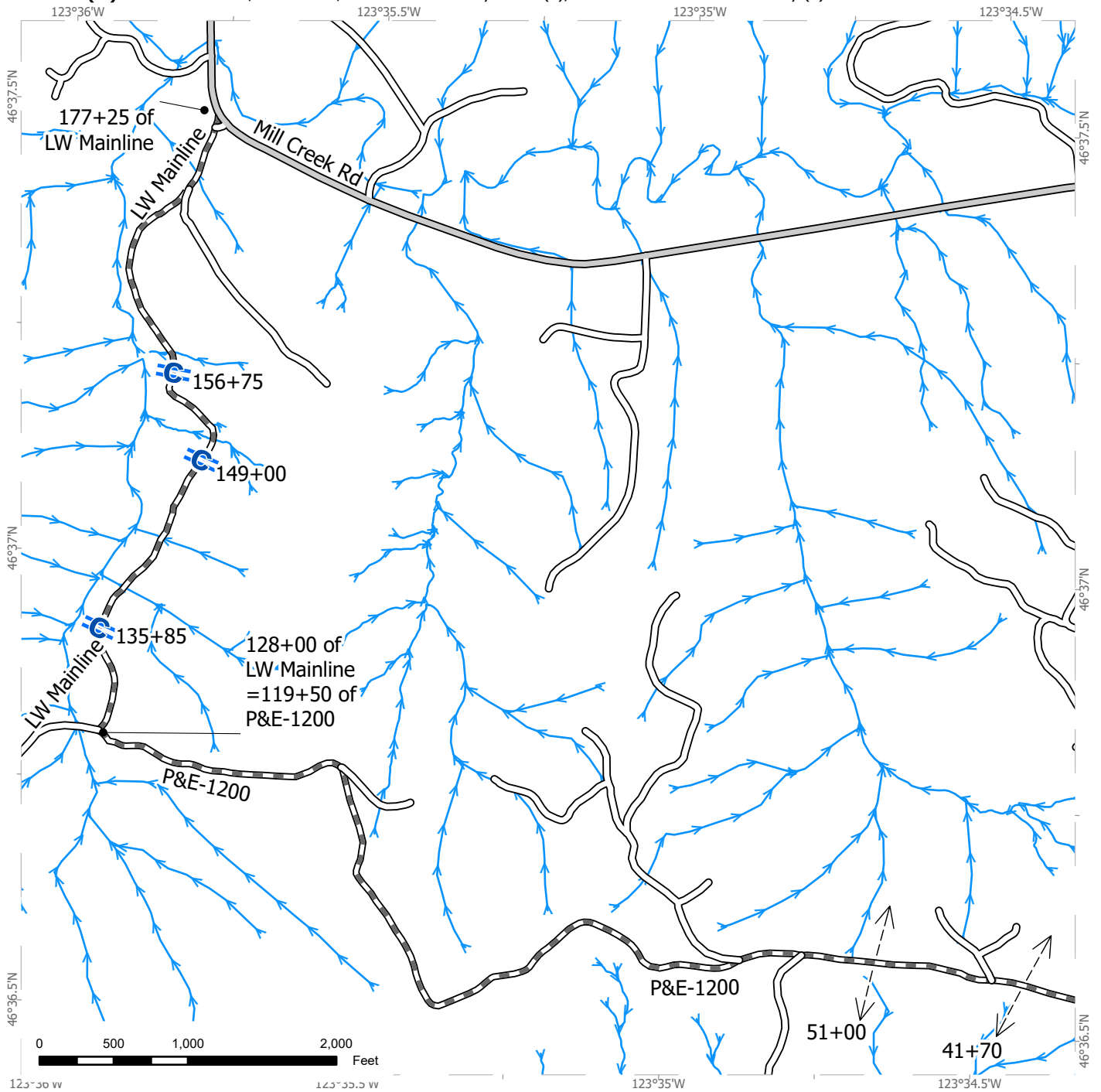
Existing Roads	Landing - Proposed	Harvest Unit
Required Construction	Waste Area	
Optional Construction	Cross-drain Culvert	
Streams	Ditchout	
	Full Bench	



ROAD PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

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ELEVATION RGE: 320-720



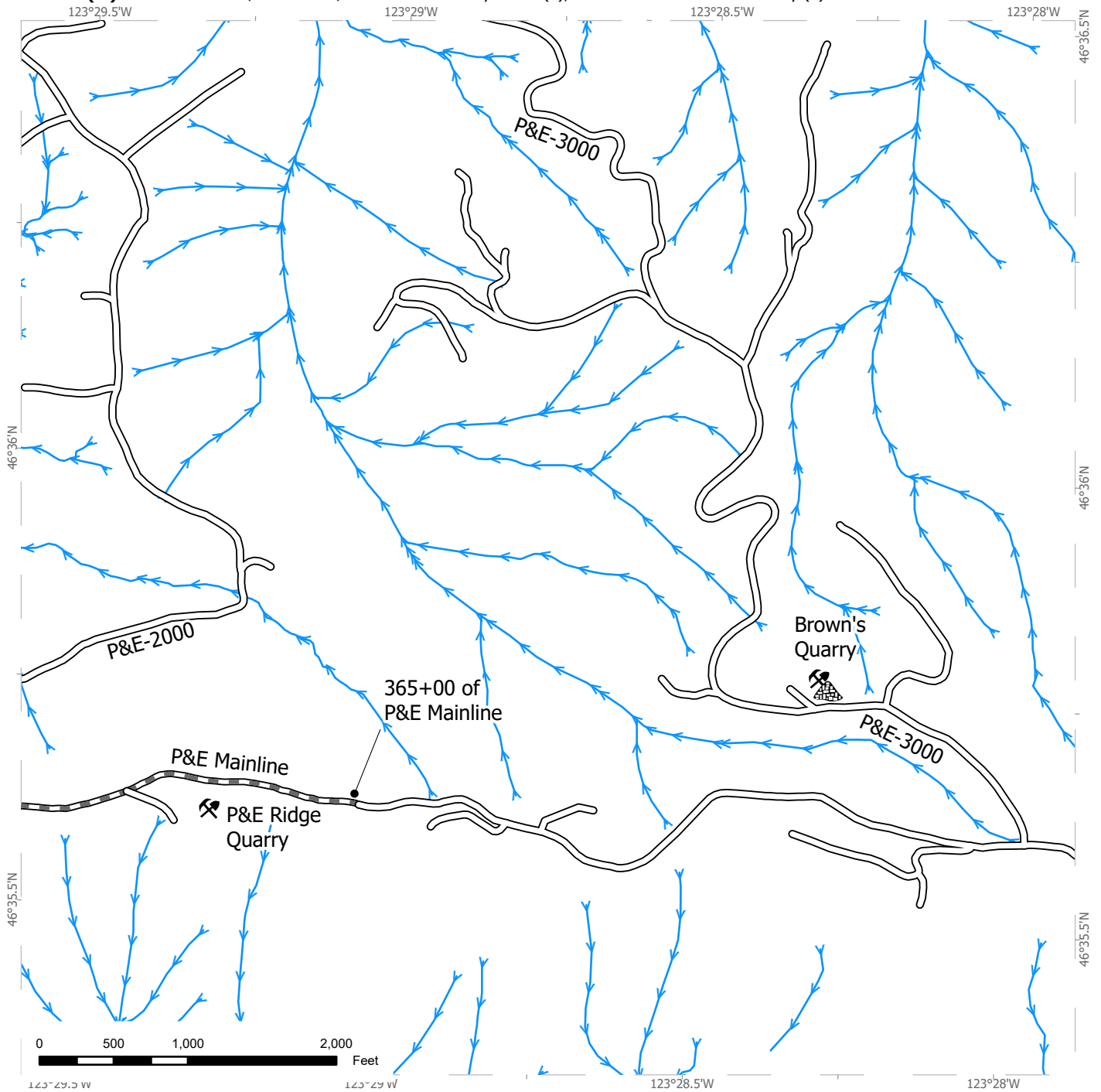
County Road	Cross-drain Culvert
Existing Roads	Ditchout
Required Pre-Haul Maintenance	
Streams	



ROAD PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



Existing Roads	Rock Pit
Required Pre-Haul Maintenance	Stockpile
Streams	

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

INTENT TIMBER SALE ROAD PLAN
PACIFIC COUNTY
LEWIS DISTRICT
PACIFIC CASCADE REGION

AGREEMENT NO.: 30-107099

STAFF ENGINEER: GRANT GERRITSEN

DRAWN & COMPILED BY: ALICIA COMPTON

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>
LW Mainline	128+00 to 177+25	Pre-Haul Maintenance
P&E Mainline	0+00 to 365+00	Pre-Haul Maintenance
P&E-1200	0+00 to 119+50	Pre-Haul Maintenance
P&E-1220	0+00 to 13+00	Pre-Haul Maintenance
P&E-1221	0+00 to 10+00	Pre-Haul Maintenance
P&E-1222	0+00 to 56+15	Construction

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>
P&E-1222-1	0+00 to 6+44	Construction
P&E-1222-2	0+00 to 2+72	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to: clearing; grubbing; right-of-way debris disposal; excavation and/or embankment to and compaction of subgrade; construction and compaction of waste areas; end haul and compaction of waste; landing construction; acquisition and installation of drainage structures; manufacture, application and compaction of rock.

0-6 PRE-HAUL MAINTENANCE

This project includes, but is not limited to the following pre-haul maintenance requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
LW-Mainline	128+00 to 177+25	Clean culverts, install culverts
P&E-Mainline	0+00 to 365+00	Clean ditches, construct and reconstruct turnouts
P&E-1200	0+00 to 119+50	Maintenance grading, clean culverts, brushing, apply and compact rock, construct ditchouts
P&E-1220	0+00 to 13+00	Maintenance grading, clean culverts, clean ditches, apply and compact rock
P&E-1221	0+00 to 10+00	Maintenance grading, clean culverts, clean ditches, brushing, reconstruct turnarounds

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 an existing rock source. Rock source development will involve clearing, stripping, end haul and compaction of waste, drilling, shooting and manufacture of rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING and is subject to the requirements of the ROCK SOURCE DEVELOPMENT PLAN.

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 or design data (plan, profile, and cross-sections).

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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.

1-15 ROAD MARKING

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

- Road centerline marked with construction stakes, orange flagging, orange paint and RPs for new construction.
- Road centerline marked with orange flagging, orange paint and RPs for reconstruction.
- Pre-haul maintenance marked with wooden stakes and/or painted trees, orange flagging and orange paint.

1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes and reference points set in the field for grade and alignment.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
P&E-1222	14+13 to 18+72 24+76 to 30+09 31+40 to 49+46	Slope Stakes and RP's

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 timber 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 written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Subgrade construction, drainage installation and subgrade compaction;
- Rock application and compaction.

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Roads</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
All Roads	All Stations	Construction, Pre-Haul Maintenance	October 1 st through April 30 th

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 comply with a maintenance plan to include further protection of state resources. Purchaser shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

1-27 TIMING RESTRICTION FOR MARBLED MURRELET

On the following road(s), any road work, right-of-way timber falling and yarding, rock pit operation, or heavy equipment operation is not allowed from one hour before official sunrise to two hours after official sunrise, and from one hour before official sunset to one hour after official sunset from April 1 through September 23. This restriction does not apply to hauling timber, rock, or equipment.

<u>Road</u>	<u>Location</u>
P&E Mainline	Between the P&E 1700 and P&E 2300

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 jaw run, pit run or native surface roads.
- Wheel track rutting exceeds 2 inches on crushed rock roads.
- Surface or base stability problems persist.
- 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.

1-32 BRIDGE SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge surfaces at any time. If Purchaser must run equipment on bridge surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on bridge surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge surface(s) and have surface(s) evaluated by the Region Engineer or their designee for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser’s expense, as directed by the Contract Administrator.

Purchaser shall have bridges load rated by a Registered Professional Engineer licensed in the State of Washington. All load rating reports, calculations, or drawings must be stamped by the licensed engineer and submitted to the Contract Administrator prior to allowing any work to continue. All damage to the bridge from transporting equipment will be repaired at the Purchaser’s expense.

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.

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface before timber haul. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

<u>Road</u>	<u>Stations</u>
P&E-1200	0+00 to 16+50
P&E-1220	0+00 to 13+00
P&E-1221	0+00 to 10+00

2-6 CLEANING CULVERTS

On the following road(s), Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before timber haul.

<u>Road</u>	<u>Stations</u>
LW-Mainline	141+00
P&E-1200	5+40, 87+45
P&E-1221	1+45, 5+00

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION SHEET and CULVERT AND DRAINAGE SPECIFICATION DETAIL. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
P&E-Mainline	291+20 to 293+50
P&E-1220	0+00 to 13+00
P&E-1221	0+00 to 10+00

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 4 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>
P&E-1200	16+50 to 119+50
P&E-1221	0+00 to 10+00

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 2 inches DBH or over 4 feet high between the marked right-of-way boundaries and within waste and debris areas, or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 45%.
- Against standing trees, unless approved by the contract administrator.

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.

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps adjacent to the road shoulder and in compliance with all other clauses in this road plan.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all 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, and stumps that are larger than one cubic foot in volume within the grubbing and brushing area limits as shown on the TYPICAL SECTION SHEET and BRUSHING DETAIL.

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 subgrade compaction, application of rock, and timber haul.

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 or 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 45%.
- 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 grubbing limits and in natural openings unless otherwise detailed in this road plan. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

3-32 END HAULING ORGANIC DEBRIS

On slopes greater than 45%, Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS or to a waste area located by the Contract Administrator.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>
P&E-1222	26+77 to 29+13 42+57 to 47+27

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. 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 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 70%)	1:1	100
Common Earth (on slopes over 70%)	¾:1	133
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.

4-12 FULL BENCH CONSTRUCTION

On the following road(s), and where side slopes exceed 45%, Purchaser shall use full bench construction for the entire subgrade width. Purchaser shall dispose of waste material as specified in Clause 4-36 DISPOSAL OF WASTE MATERIAL.

<u>Road</u>	<u>Full Bench Location</u>	<u>Comments</u>
P&E-1222	26+77 to 29+13	2000cy
	42+57 to 47+27	3000cy

4-21 TURNOUTS

Purchaser shall construct turnouts as designated on the ROCK LIST. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22 TURNAROUNDS

Purchaser shall construct turnarounds as designated on the ROCK LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be disposed of as specified in Clause 4-36 DISPOSAL OF WASTE MATERIAL.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified in the CULVERT LIST, 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 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-37 WASTE AREA LOCATION

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

<u>Waste Area Location</u>	<u>Station</u>	<u>Comments</u>
P&E-1222	24+76	Left side of road outside of clearing limits
P&E Ridge Quarry		See ROCK SOURCE DEVELOPMENT PLAN for location

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 4 inches in any dimension.

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.

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

SECTION 5 – DRAINAGE

5-5 CULVERTS

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

5-6 CULVERT TYPE

Purchaser shall install culverts made of plastic in accordance with Clauses 10-15 through 10-24.

5-10 CULVERT MARKER INSTALLATION

At all new culverts, Purchaser shall provide and install culvert markers at the inlet in accordance with the CULVERT MARKER INSTALLATION DETAIL.

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT AND DRAINAGE 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 Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 20 feet. Shorter section of banded culvert shall be installed at the inlet end.

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.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE LIST. No placement by end dumping or dropping of rock is allowed. Energy dissipater installation is subject to approval by the Contract Administrator.

5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 3 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 culverts on the CULVERT AND DRAINAGE LIST that specify the placement of rock. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 150 feet.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) 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 source(s), a joint operating plan must be developed. All parties shall follow this plan. Purchaser shall notify the Contract Administrator a minimum of 5 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
P&E Ridge Quarry	T13R07W Section 24	Select Pit Run, Quarry Spalls

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
Browns Quarry	T13R06W Section 19	1 ¼ Inch Minus Rock	510cy

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. 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. Purchaser shall notify the Contract Administrator a minimum of 5 business days before starting any operations in the rock source.

<u>Source</u>	<u>Rock Type</u>
P&E Ridge Quarry	Select Pit Run, Quarry Spalls

6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

6-23 ROCK GRADATION TYPES

Purchaser shall provide or manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

6-41 SELECT PIT RUN ROCK

No more than 50 percent of the rock may be larger than 6 inches in any dimension and no rock may be larger than 12 inches in any dimension. Select 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.

6-43 QUARRY SPALLS

% Passing 8" square sieve	100%
% Passing 3" square sieve	40% maximum
% Passing 3/4" square sieve	10% maximum

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

6-56 ROCK MEASUREMENT BY TRUCK VOLUME

Measurement of spot rock, energy dissipaters, culvert backfill, and landing rock is on a cubic yard truck measure basis. Purchaser shall measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Purchaser shall maintain load tally sheets for each truck and shall give them to the Contract Administrator on a weekly basis during rocking operations.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction and drainage installation before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted in accordance with the COMPACTION LIST 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, unless otherwise specified in the ROCK LIST.

6-75 OPTIONAL ROCK EXCEPTION

On the following roads, if hauling takes place from June 1 to September 30, Purchaser may provide and place less rock than shown on the ROCK LIST, when approved in writing by the Contract Administrator.

If less rock is applied, Purchaser shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

<u>Road</u>	<u>Stations</u>	<u>Options</u>
P&E-1222-1	0+00 to 6+44	Select Pit Run
P&E-1222-2	0+00 to 2+72	Select Pit Run

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

Sediment control shall be accomplished using sediment traps, silt fences, settling ponds, or other methods as approved in writing by the Contract Administrator.

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. Soils may not sit exposed during any rain event.

8-15 REVEGETATION

On the following road(s) and waste areas, Purchaser shall spread seed on all exposed soils resulting from road work activities using manual dispersion. Other methods of covering must be approved in writing by the Contract Administrator. Required seed not spread by the termination of this contract will become the property of the state.

<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>
P&E-1222	144	Grass Seed
P&E-1222-1	16	
P&E-1222-2	7	
Waste Areas	50	

*Quantities are estimates only. Actual quantities may vary and are the responsibility of the Purchaser.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the grass seed.

8-17 REVEGETATION TIMING

Purchaser shall revegetate 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.

8-19 ASSURANCE FOR SEEDED AREA

Purchaser shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 2-inch tall grass. Purchaser shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed at no additional cost to the state.

8-25 GRASS SEED

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

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Perennial Rye	35-45
Red Fescue	30-40
Highland Bent	5-15
White Clover	10-20
Inert and Other Crop	0.5

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

SECTION 10 MATERIALS

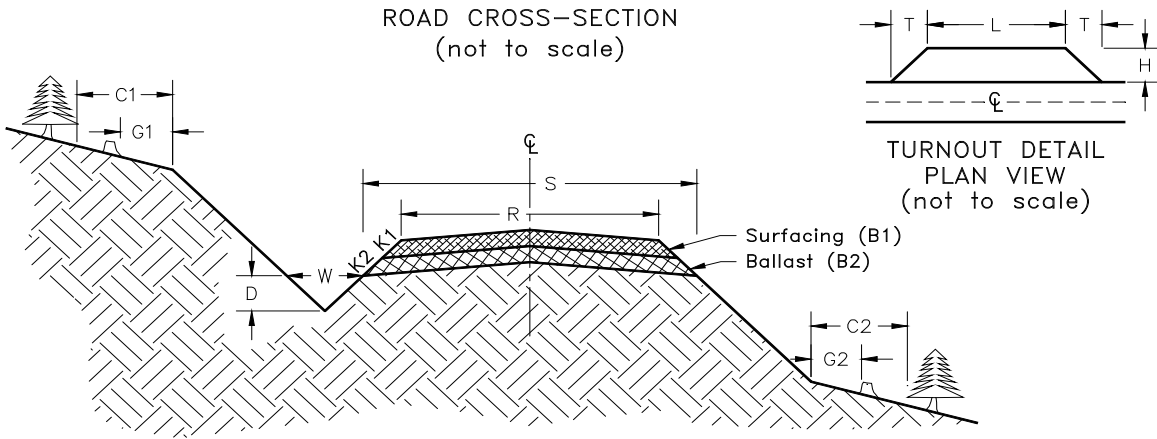
10-17 CORRUGATED PLASTIC CULVERT

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.

10-22 PLASTIC BAND

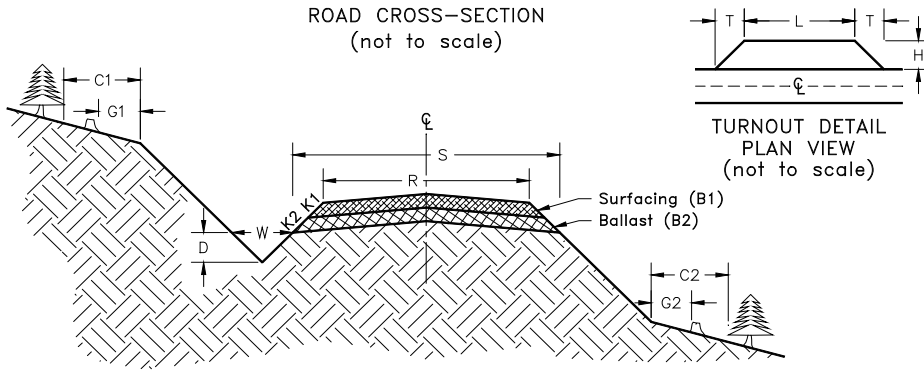
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe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

TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width ft	Road Width ft	Ditch Width ft	Ditch Depth ft	Crown @ CL in	Grubbing Limits ft		Clearing Limits ft	
									G1	G2	C1	C2
LW-Mainline	128+00	177+25	A	-	-	3	1	4	-	-	-	-
P&E-Mainline	0+00	365+00	A	-	-	3	1	4	-	-	-	-
P&E-1200	0+00	119+50	B	-	-	3	1	4	-	-	-	-
P&E-1220	0+00	13+00	B	-	-	3	1	4	-	-	-	-
P&E-1221	0+00	10+00	B	-	-	3	1	4	-	-	-	-
P&E-1222	0+00	56+15	B	16	12	3	1	4	5	5	10	10
P&E-1222-1	0+00	6+44	C	16	12	3	1	4	5	5	10	10
P&E-1222-2	0+00	2+72	C	16	12	3	1	4	5	5	10	10

ROCK LIST



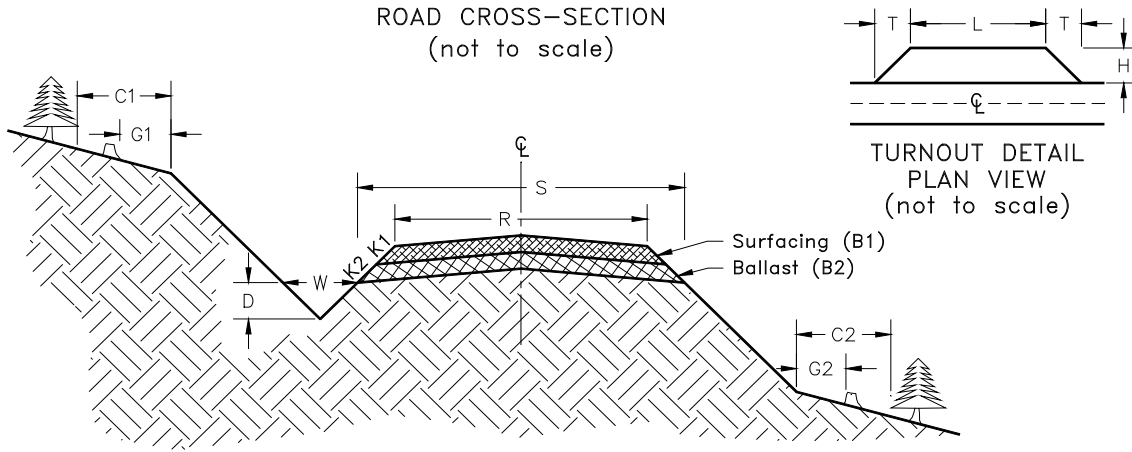
SELECT PIT RUN

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2				P&E Ridge Quarry or Commercial Source	L	H	T
P&E-Mainline	Turnouts 36+15, 298+00, 335+20		1 1/2:1	15	38	3	114		40	10	25
P&E-1221	Turnarounds		1 1/2:1	15	43	1	43				
P&E-1222	0+00	56+15	1 1/2:1	15	81	56.15	4548				
	Turnarounds 11+50, 22+50, 31+00, 36+50, 39+24, 41+75, 51+00				43	3	130				
	Curve Widening 15+12 16+12 16+80 18+05 25+55 26+41 34+08 35+15 37+06 38+84 39+91 42+90 45+10 47+70				38	7	265		40	10	25
	Junctions				28	1.00	28				
	Landings				28	1.25	35				
					28	0.86	24				
					28	1.07	30				
					28	1.78	49				
					28	2.99	83				
					28	2.60	72				
					15	3	45				
					67	9	605				
P&E-1222-1	* 0+00	6+44	1 1/2:1	15	81	6.44	522				
	* Turnarounds				43	1	43				
	* Turnouts	5+75			38	1	38		40	10	25
	* Landings				68	1	68				
P&E-1222-2	* 0+00	2+72	1 1/2:1	15	81	2.72	220				
	* Turnarounds				43	1	43				
	* Landings				68	1	68				

*Optional Rock in accordance with 6-75

REQUIRED SELECT PIT RUN: 6071 CY
OPTIONAL SELECT PIT RUN: 1002 CY

ROCK LIST



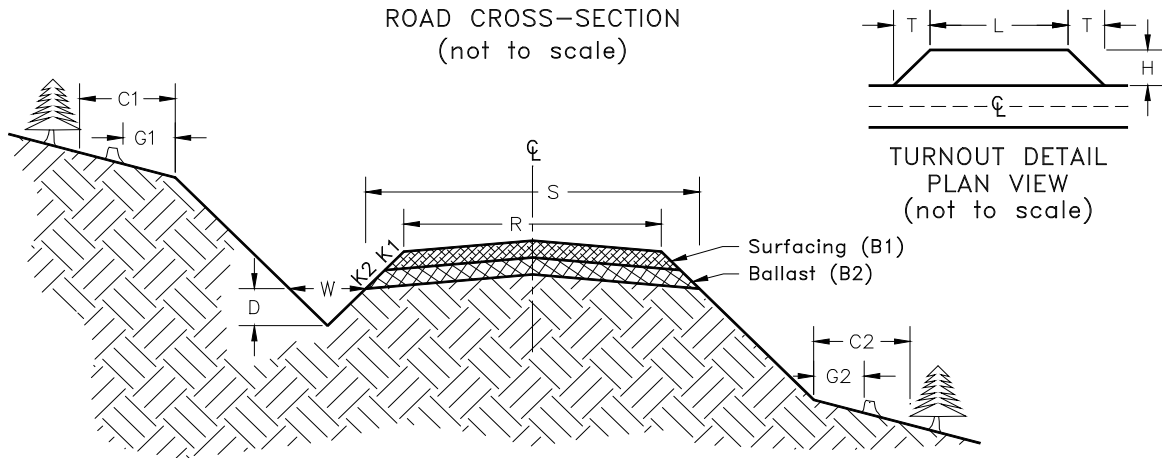
1 1/4 INCH MINUS CRUSHED ROCK

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source
			K1	B1				Browns Quarry Stockpile or Commercial Source
LW-Mainline	Culvert Backfill/Bedding				20	3	60	
P&E-1200	Spot Rock 0+00 16+50				60	1	60	
P&E-1220	0+00	13+00	1 1/2:1	6	30	13.00	390	

*Optional Rock in accordance with 6-75

REQUIRED CRUSHED ROCK: 510 CY
 OPTIONAL CRUSHED ROCK: 0 CY

ROCK LIST



QUARRY SPALLS

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (in)	C.Y. per Station or Unit	# of Stations or Units	C.Y. Subtotal	Rock Source
			K2	B2				P&E Ridge Quarry or Commercial Source
LW-Mainline		Inlet Armoring Energy Dissipaters			0.5	3	1.5	
					0.5	3	1.5	
P&E-1222		Inlet Armoring Energy Dissipaters			0.5	11	5.5	
					0.5	11	5.5	

*Optional Rock in accordance with 6-75

REQUIRED QUARRY SPALLS: 14 CY

OPTIONAL QUARRY SPALLS: 0 CY

CULVERT LIST

Road Number	Location	Culvert			Armoring (C.Y.)			Backfill Material	Bedding Material	Inlet Marker	Remarks
		Dia (In)	Length	Type	Inlet	Outlet	Type				
LW-Mainline	135+85	18	30	PD	0.5	0.5	QS	CR	CR	Y	
LW-Mainline	149+00	18	30	PD	0.5	0.5	QS	CR	CR	Y	
LW-Mainline	156+75	18	30	PD	0.5	0.5	QS	CR	CR	Y	
P&E-1200	26+90	X	X	DO							Ditchout both sides
P&E-1200	41+70	X	X	DO							Ditchout both sides
P&E-1200	51+00	X	X	DO							Ditchout both sides
P&E-1222	5+13	18	40	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	5+93	18	40	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	7+85	18	40	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	10+02	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	12+97	X	X	DO							Ditchout both sides, both directions
P&E-1222	17+30	X	X	DO							Ditchout left
P&E-1222	20+04	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	25+27	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	29+64	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	32+53	X	X	DO							Ditchout left
P&E-1222	39+04	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	42+44	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	45+91	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222	52+89	18	30	PD	0.5	0.5	QS	NT	NT	Y	
P&E-1222-1	5+15	X	X	DO							Ditchout left

Key:

- QS - Quarry Spalls
- NT - Native Material
- CR - 1 1/4 Inch Minus Crushed Rock
- PD - Polyethylene Pipe Double Wall
- DO - Ditchout

COMPACTION LIST

Road	From Station	To Station	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)	Maximum Amount of Deflection (inches)
All Roads			Subgrade	12	Vibratory Smooth Drum	14,000	4	3	2
All Roads			Fill	12	Vibratory Smooth Drum	14,000	4	3	2
All Roads			Waste Area	24	Excavation	28,000	-	-	4
All Roads			Pre-haul Surface	6	Vibratory Smooth Drum	14,000	5	3	1
All Roads			Rock	12	Vibratory Smooth Drum	14,000	3	3	1

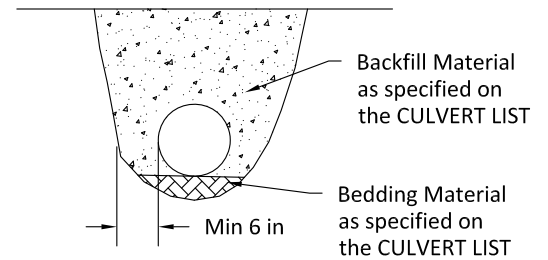
CULVERT AND DRAINAGE SPECIFICATION DETAIL
PAGE 1 OF 2

INSTALLATION REQUIREMENTS:

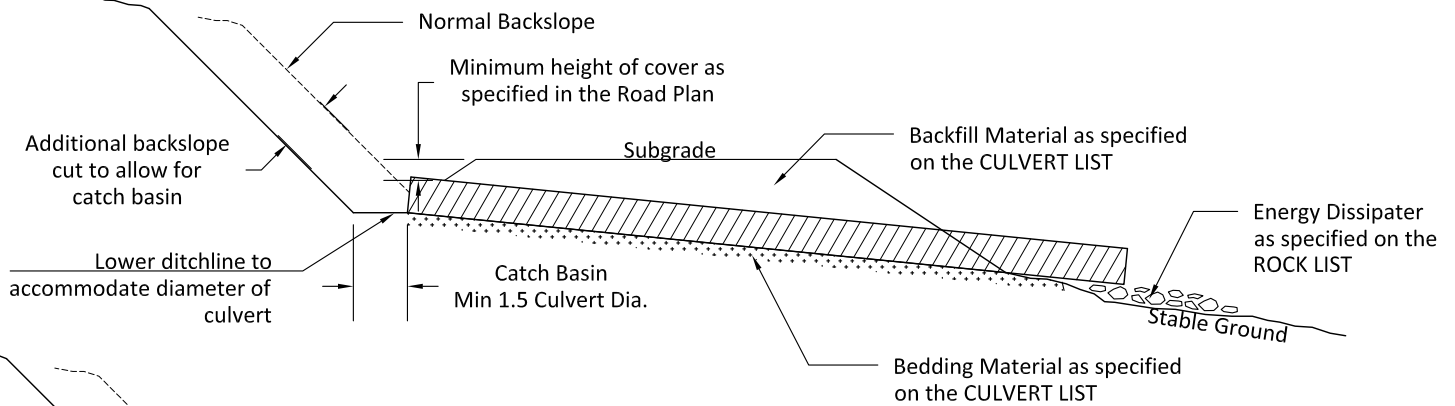
1. Proper preparation of foundation and placement of any required bedding material shall precede the installation of all culverts. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform, dense, unyielding base. The pipe must be uniformly supported along the barrel.
2. Backfill material shall be compacted under the culvert haunches, around the sides, and above the culvert in accordance with the COMPACTION LIST.

ALL DRAWINGS ARE NOT TO SCALE

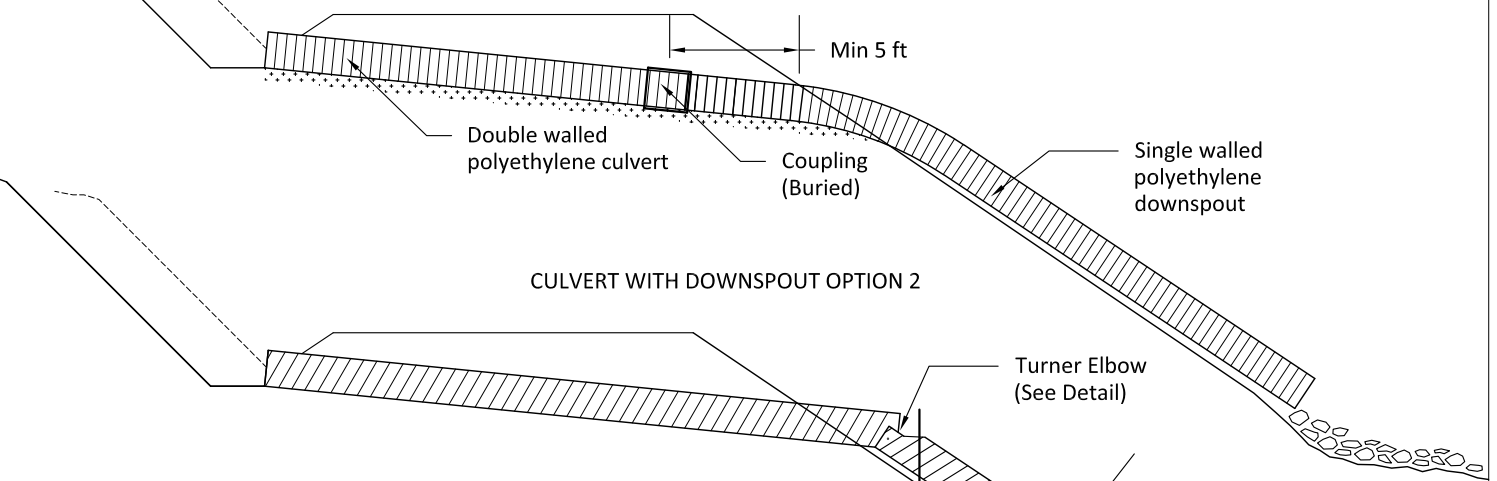
CROSS SECTION



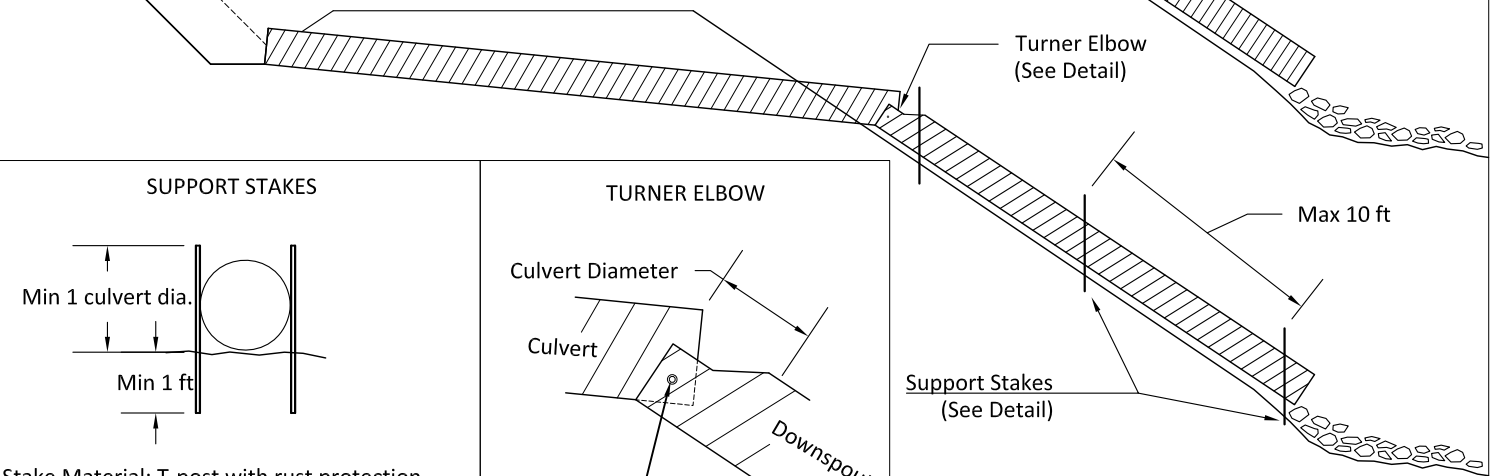
CULVERT PROFILE (TYPICAL)



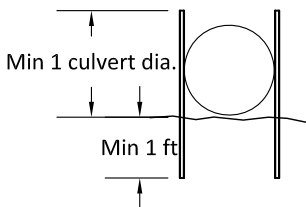
CULVERT WITH DOWNSPOUT OPTION 1



CULVERT WITH DOWNSPOUT OPTION 2

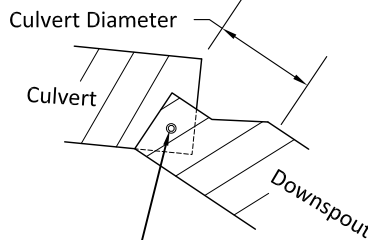


SUPPORT STAKES



Stake Material: T-post with rust protection coating.
Connections: Bolt support stakes to the culvert with $\frac{5}{8}$ " u-bolts, with washers on both the inside and outside of the culvert.
Alternative staking methods may be approved, in writing, by the Contract Administrator.

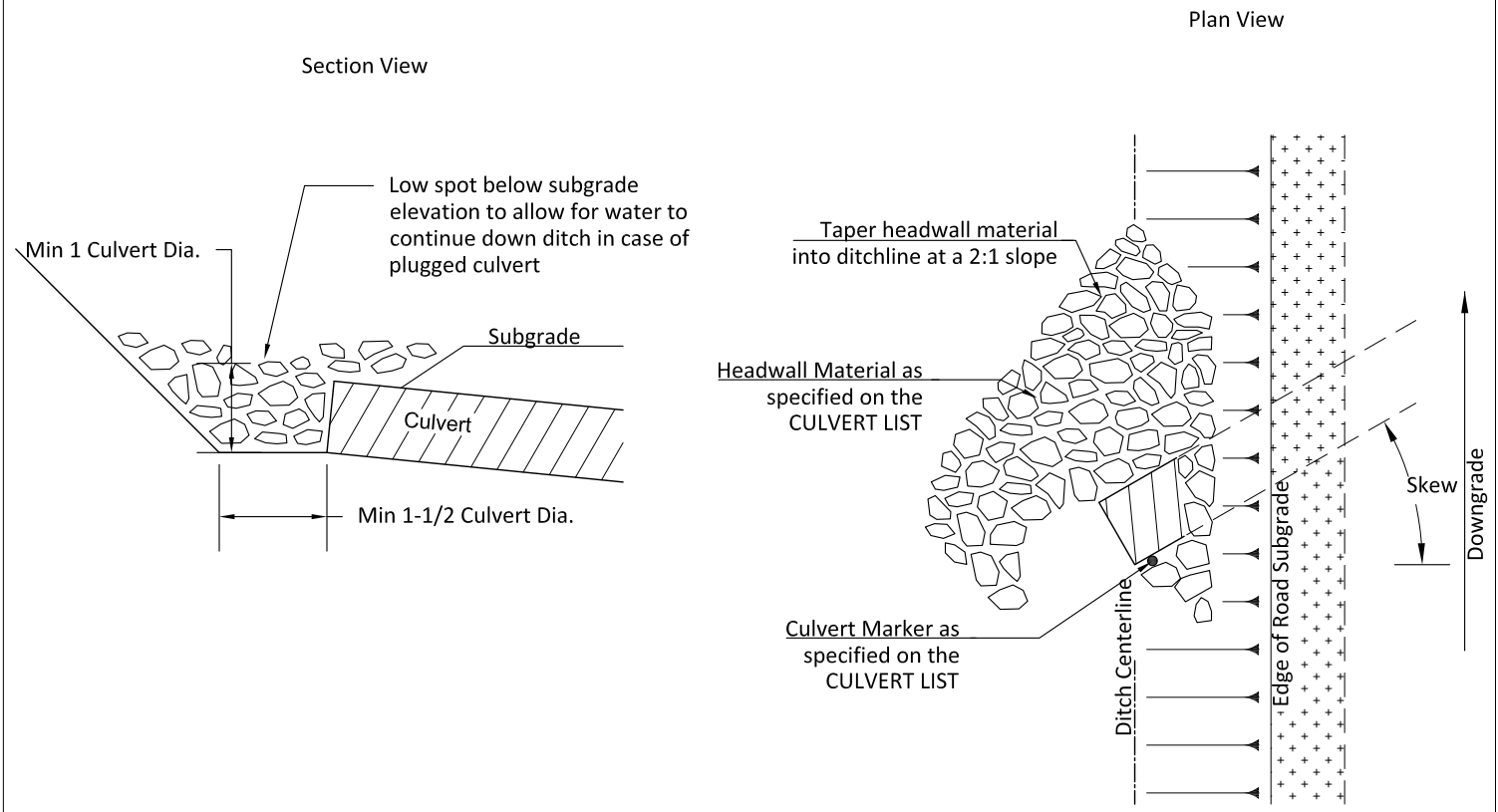
TURNER ELBOW



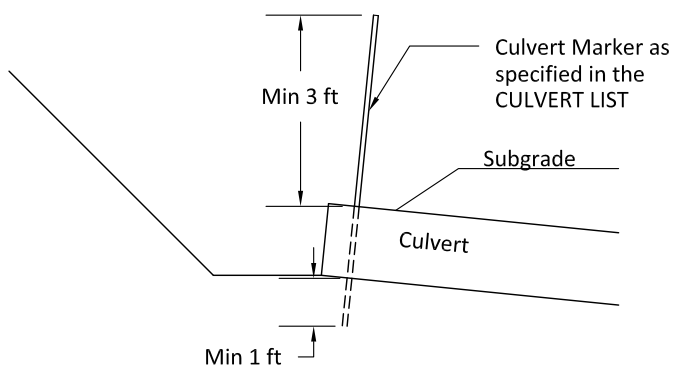
Downspout must be 6 inches larger in diameter than the culvert.

CULVERT AND DRAINAGE SPECIFICATION DETAIL
PAGE 2 OF 2

HEADWALLS

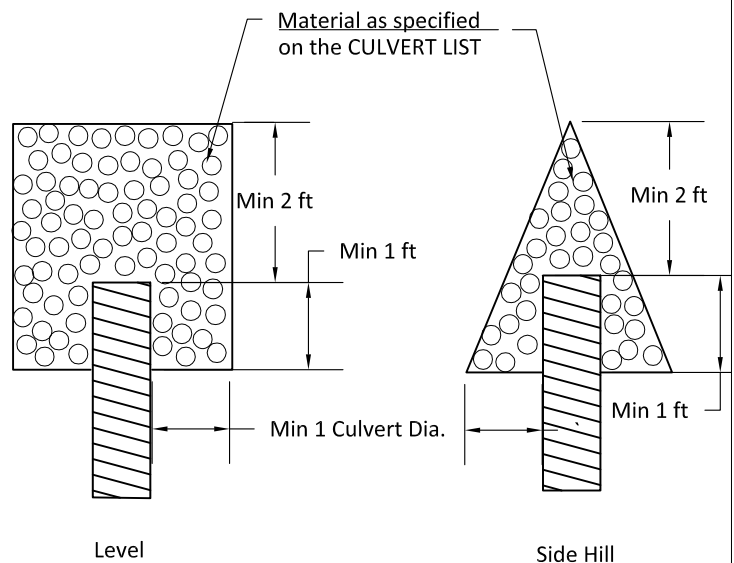


CULVERT MARKERS



Culvert Marker Material: 1 Inch I.D., Schedule 40 PVC Pipe, White. Marker must be capped on the top.
 Culvert Marker Placement: Place on uphill side of culvert, between corrugations if possible.
 Alternative culvert marker types may be approved, in writing, by the Contract Administrator.

ENERGY DISSIPATORS



Min Energy Dissipater Depth: 1 Culvert Dia.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides from ditches and the roadway. Repair fill-failures, in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, 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 the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

Drainage

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain 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.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

Preventative Maintenance

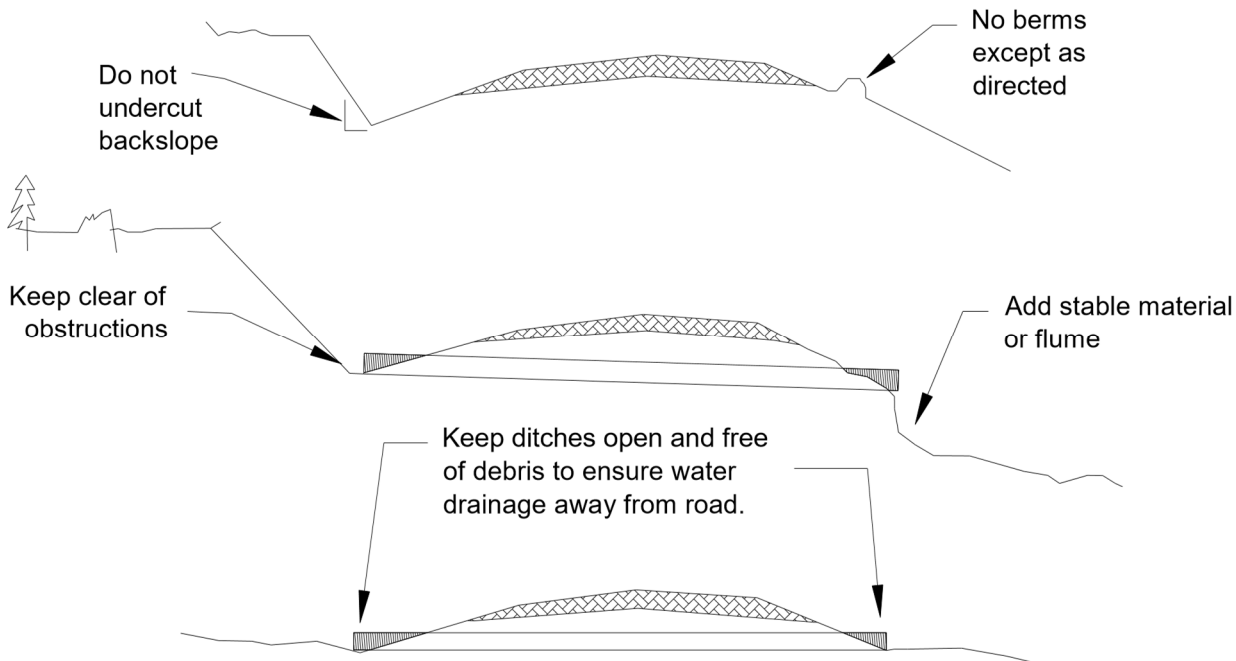
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

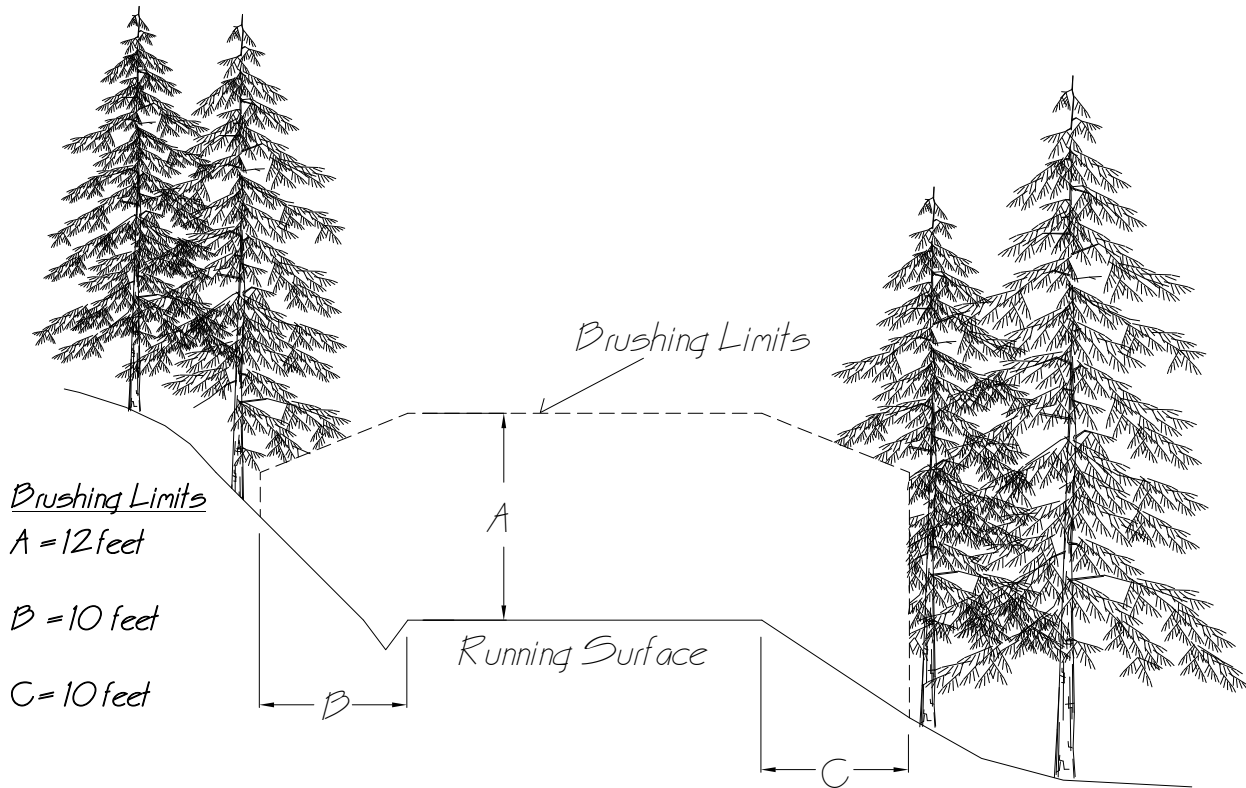
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



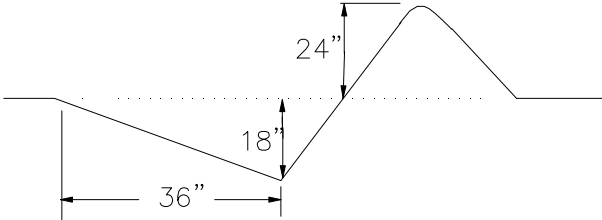
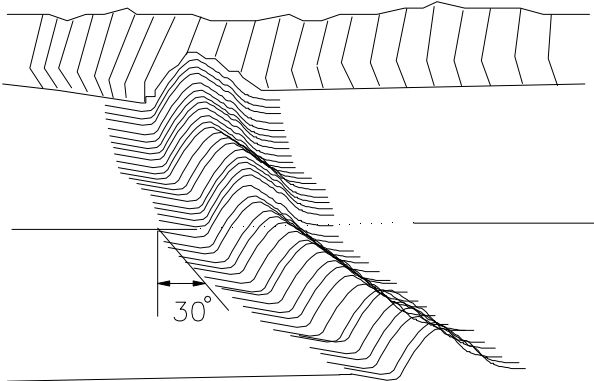
ROADSIDE BRUSHING DETAIL



GENERAL NOTES

- 1) Vegetative material, including limbs, up to 4 inches in diameter shall be cut within the brushing limits shown on the drawing above. This includes vegetative material growing on the running surface.
- 2) Vegetative material shall be cut as near flush with the ground as possible, but shall not extend more than 6 inches above the ground.
- 3) Brushing Limit C may be increased on the inside of curves to improve sight distance if approved by the Contract Administrator

NON-DRIVABLE WATER BAR DETAIL



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PACIFIC CASCADE REGION

P&E RIDGE QUARRY DEVELOPMENT PLAN

Section 24, Township 13 North, Range 07 West, W.M.

Page 1 of 3

1. Development shall occur in Area A. Development shall cease in Area A and proceed to Area B once the top of the working face has been worked to 30ft from the P&E-Mainline Centerline and the elevation of the developed area has been reduced to the elevation of the Existing Pit Floor. Development in any other area must be approved in writing by the Contract Administrator.
2. Trees shall be cleared to a minimum of $\frac{3}{4}$ of the height of the tallest tree adjacent to the working face. All vegetation including stumps shall be cleared a minimum of 20 feet beyond the top of all working faces.
3. Overburden shall be end hauled to the designated waste area and compacted. Minimal acceptable compaction is achieved as detailed in the COMPACTION LIST.
4. Root wads and organic debris larger than one cubic foot in volume shall be separated from overburden material and piled in the designated vegetative waste area.
5. Pit faces shall not exceed 25 feet in height; solid rock faces shall be sloped no steeper than $\frac{3}{4}$:1, diggable rock faces shall be sloped no steeper than $\frac{1}{2}$:1.
6. Working bench width shall be a minimum of 20 feet.
7. A 3ft tall minimum safety berm shall be maintained on the South side of the P&E Mainline where adjacent to development areas. Safety berm shall be adjacent to the road prism but not including the ditch. Safety berm shall not consist of organic material.
8. The pit floor shall have continuity of slope, providing drainage to the South at a minimum of 2 percent, unless otherwise approved in writing by Contract Administrator.
9. The location and amount of material to be placed in a stockpile are subject to approval of the Contract Administrator.
10. Oversize material remaining in the rock source at the conclusion of use shall not exceed 5 percent of the total volume mined during that operation. Oversize material is defined as rock fragments larger than two feet in any direction. At the conclusion of operations, oversize material shall be placed in the designated Oversize Storage Area.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PACIFIC CASCADE REGION

P&E RIDGE QUARRY DEVELOPMENT PLAN

Section 24, Township 13 North, Range 07 West, W.M.

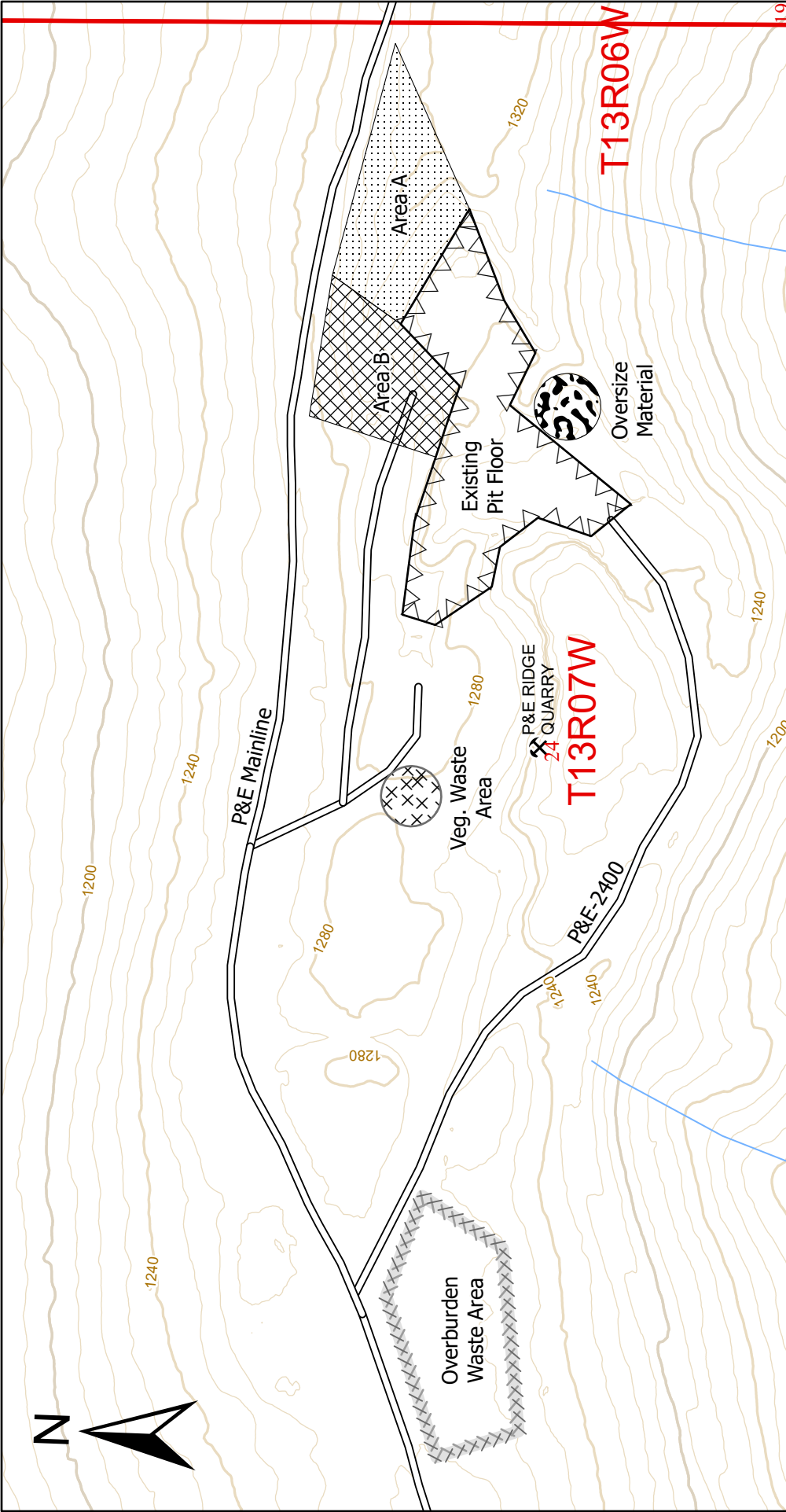
Page 2 of 3

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

12. Upon completion of pit operations:
 - a. The pit floor shall be left in a smooth and neat condition. The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
 - b. All exposed soil in the waste area shall be grass seeded in accordance with Road Plan Clauses 8-15 REVEGETATION and 8-25 GRASS SEED.
 - c. Pit faces and walls shall be scaled and cleared of loose and overhanging material.
 - d. Benches and faces shall have safety berms constructed or access blocked to highway vehicles.
 - e. The area will be left in a condition that will not endanger public safety, damage property, or be hazardous to animal or human life. The site shall be cleared of all temporary structures, equipment and rubbish, and shall be left in a neat and presentable condition.
 - f. Prior to termination of the contract, quarry condition and compliance with all terms of the contract shall be approved in writing by the Contract Administrator.

13. Reclamation will not be required following use.

P&E Ridge Quarry Development Plan Pg. 3 of 3



Legend

- Contours 200 ft
- Contours 40 ft
- Contours 10 ft
- Existing Roads/
Bench Access
- Survey - Section Lines
- Survey - Township Lines
- Existing Pit Floor
- Area A
- Area B
- Vegetative Waste Area
- Overburden Waste Area
- Oversize Storage



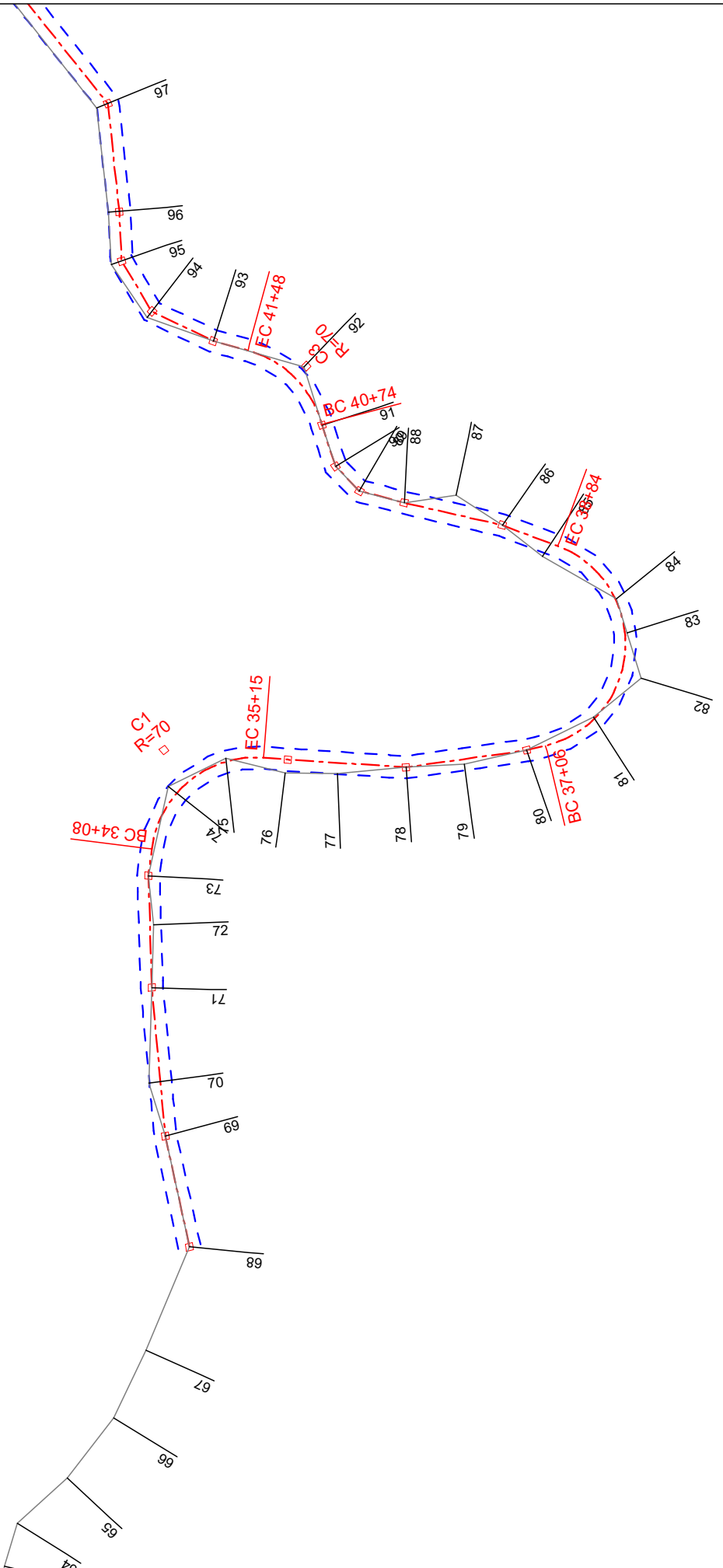
Drawn By: G. Gerritsen
Date: 4/15/24

--- Road Edges

— P-line

- - - L-line

P&E-1222

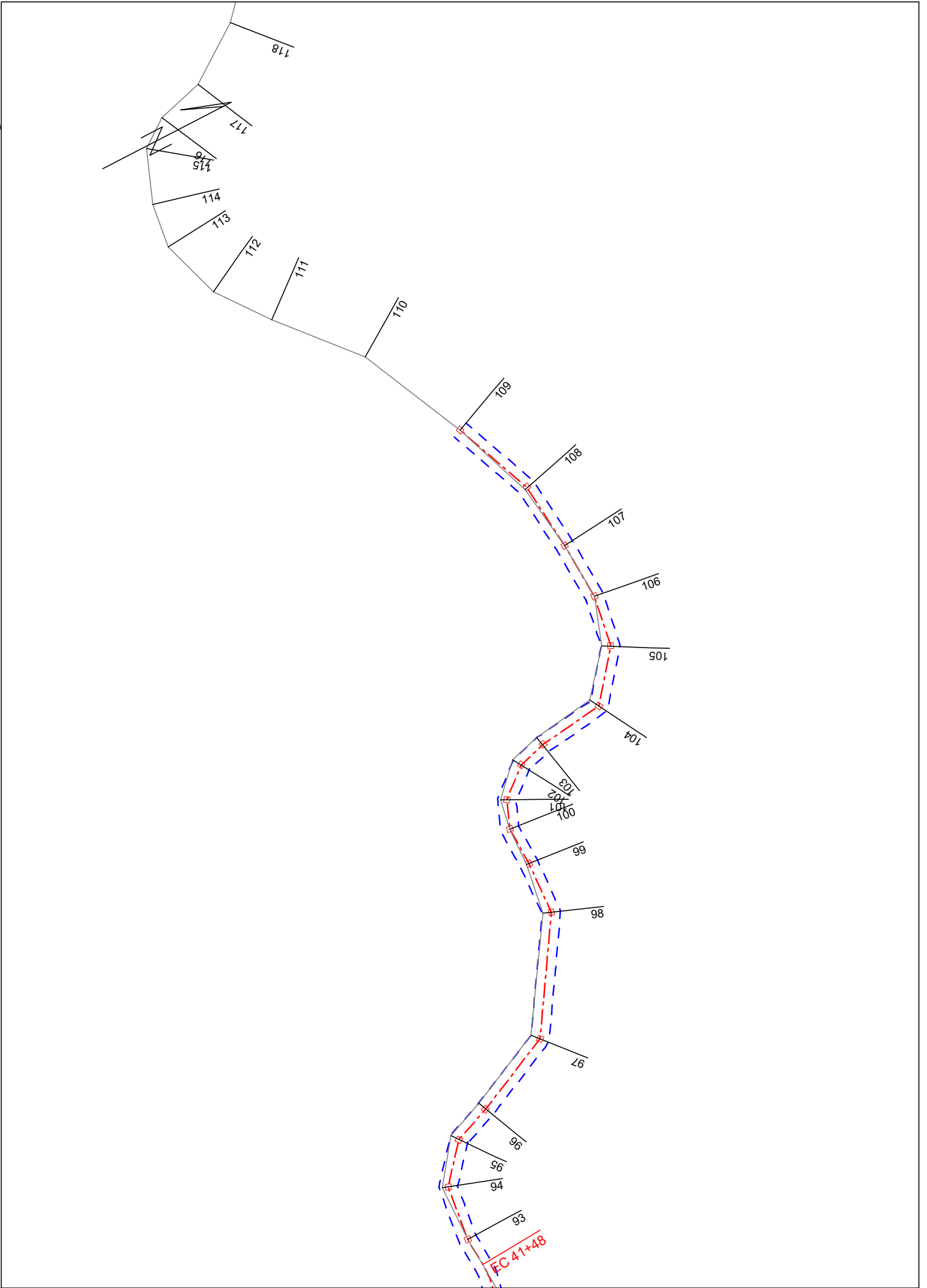


--- Road Edges

— P-line

-.- L-line

P&E-1222



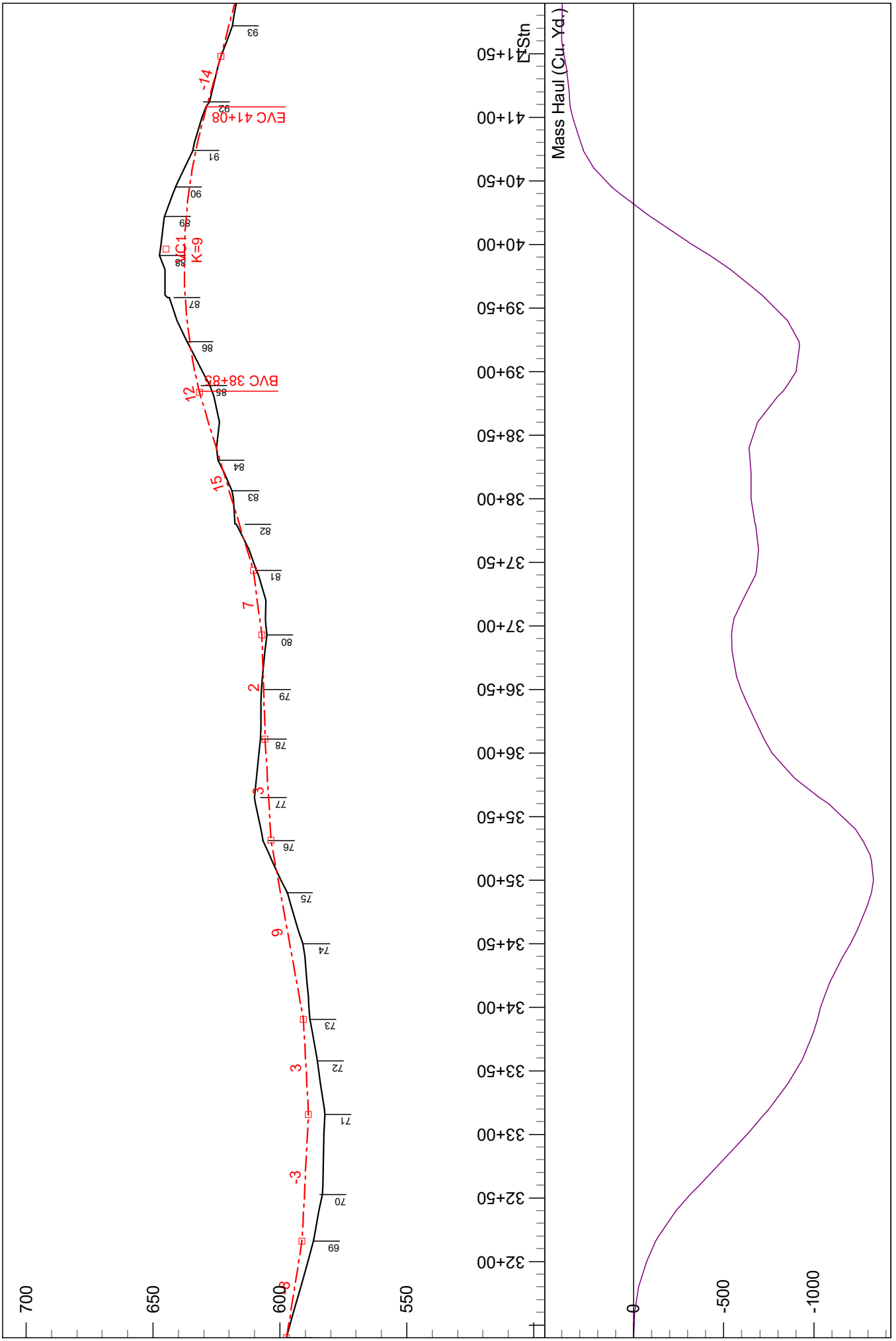
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Grade %

Subgrade

Existing Topography

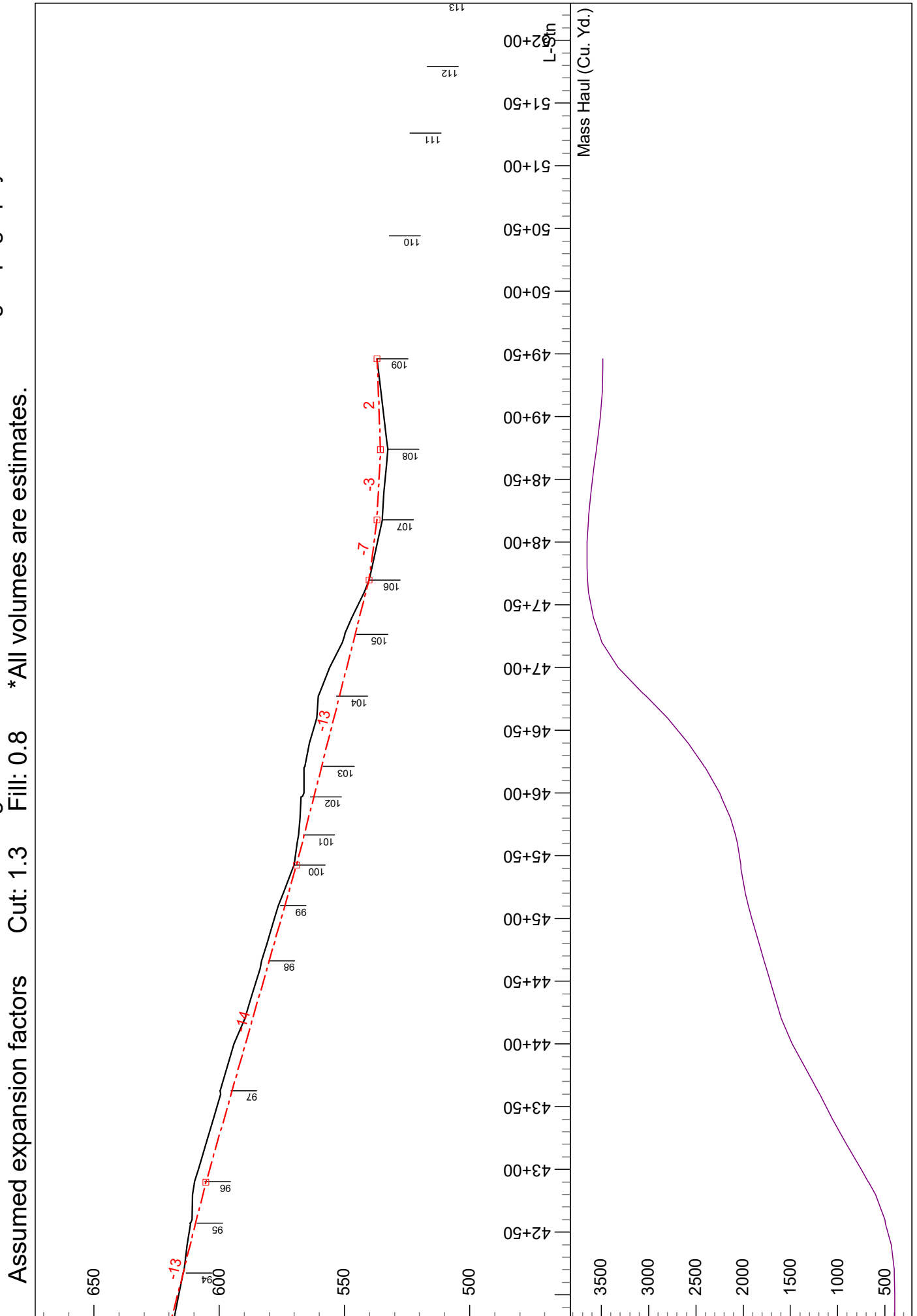
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Existing Topography

Subgrade

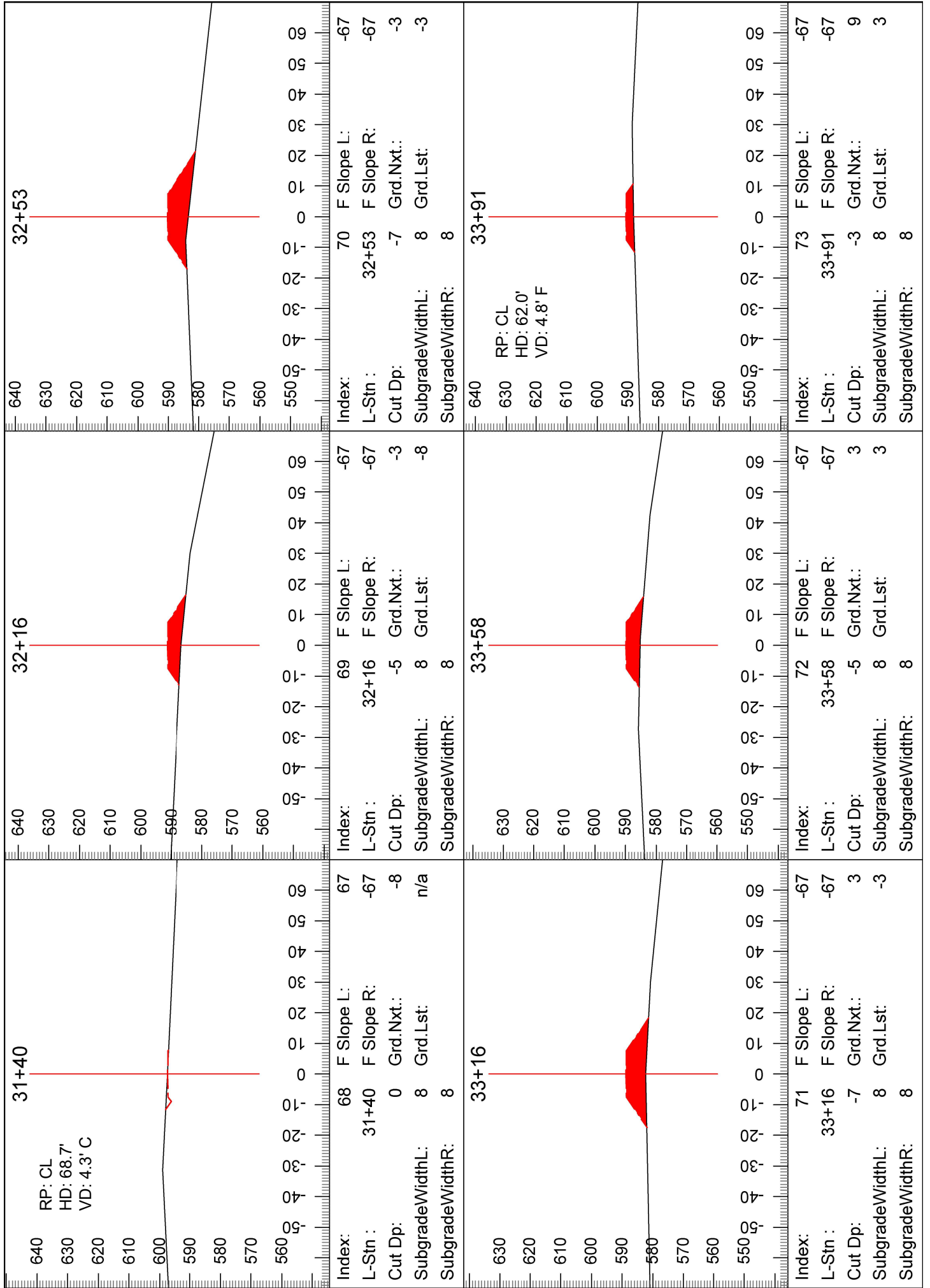
Grade %
Assumed expansion factors
Cut: 1.3 Fill: 0.8 *All volumes are estimates.



Cross Section View
Section Scale 1:480

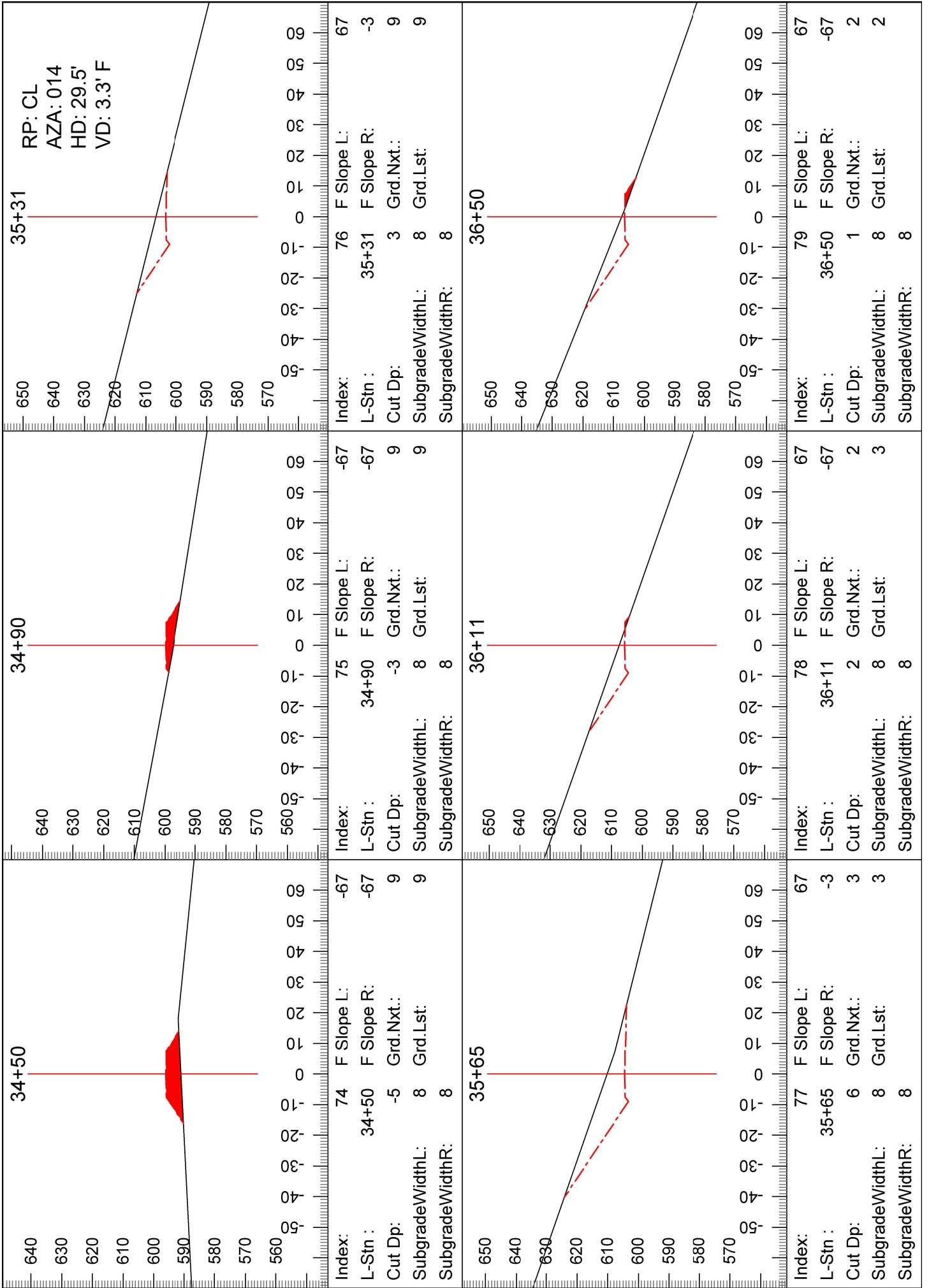
Intent

P&E-1222

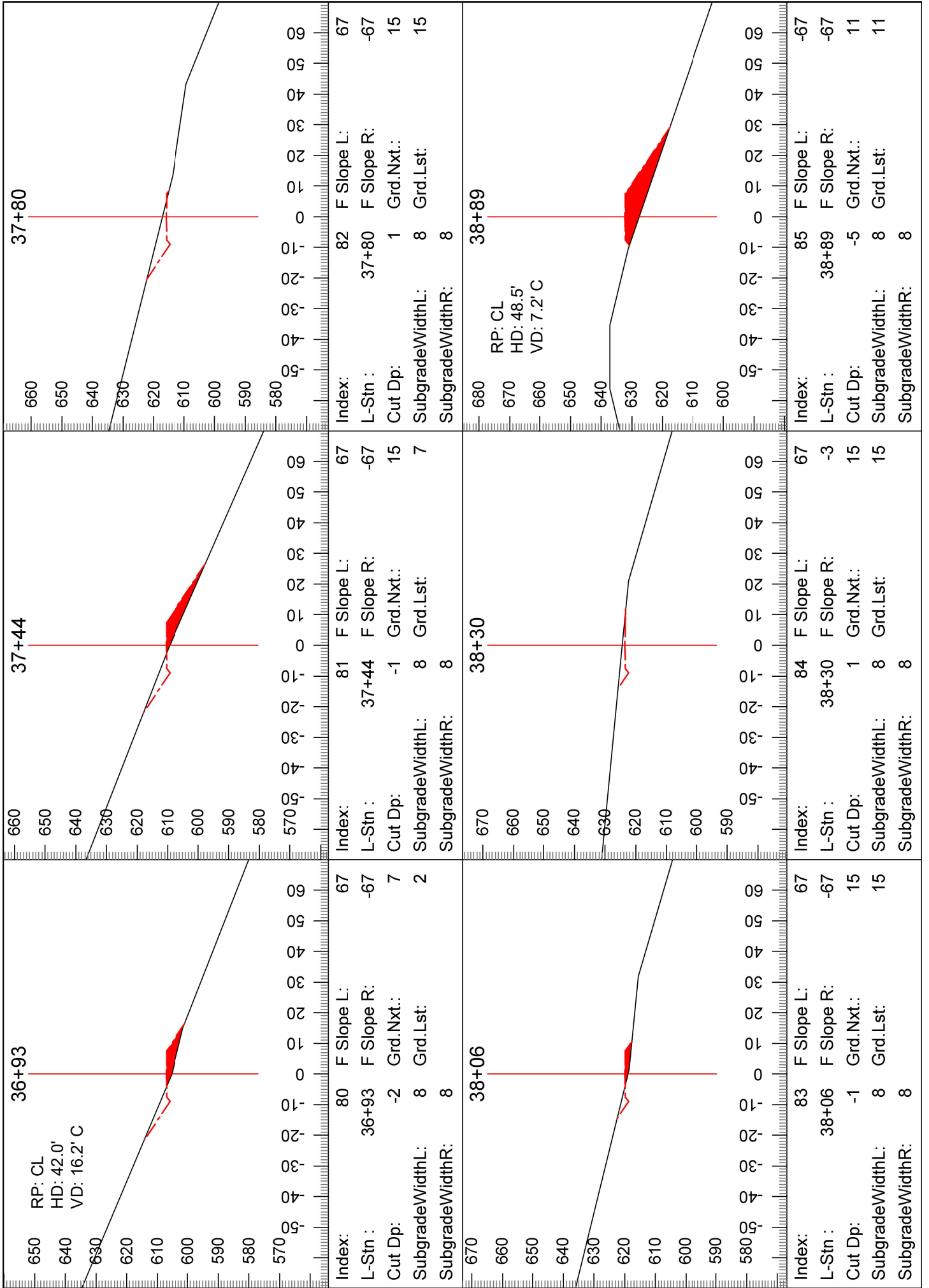


Intent
P&E-1222

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Section Scale 1:480

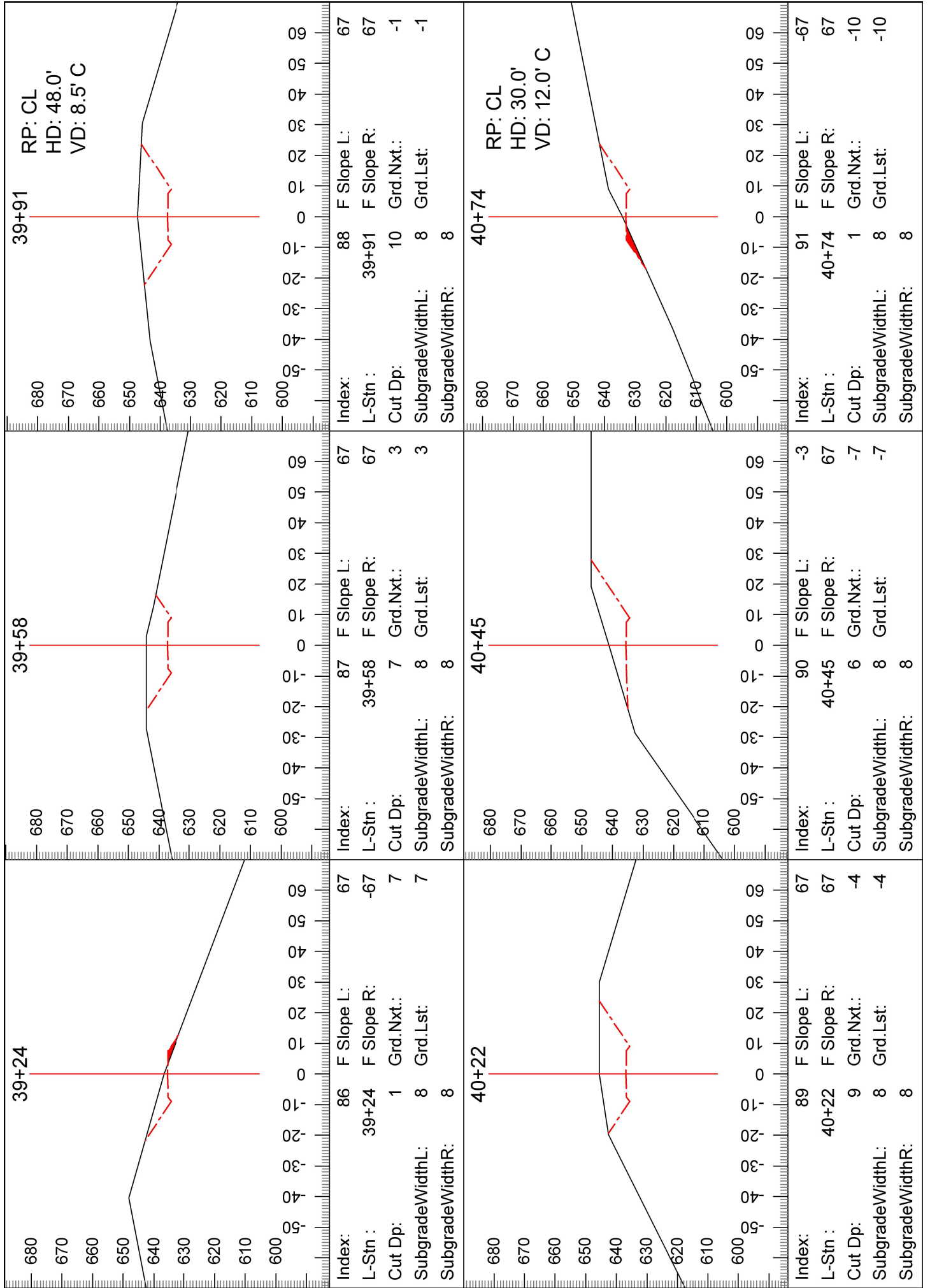


Intent
P&E-1222



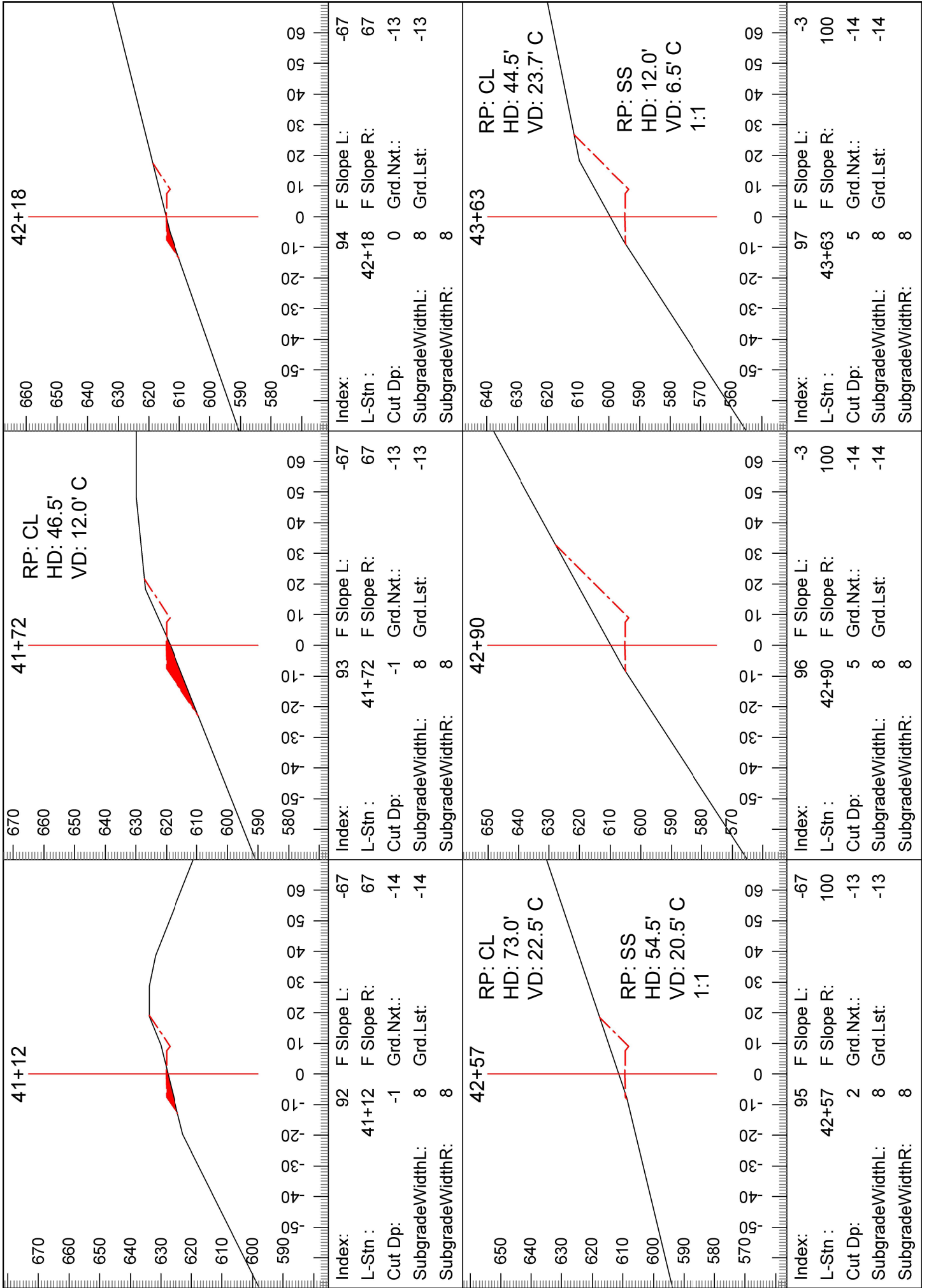
Intent
P&E-1222

Cross Section View
Section Scale 1:480



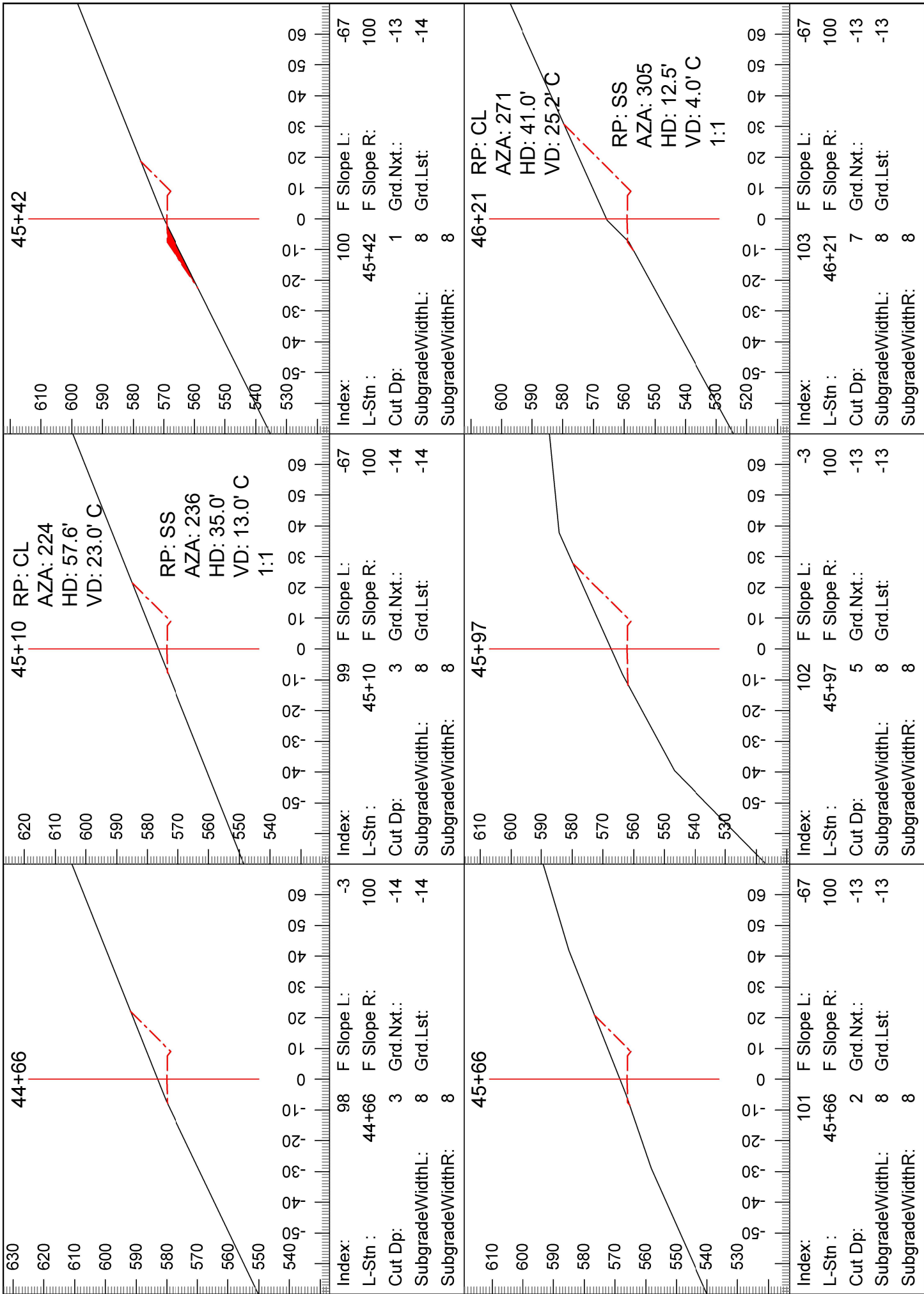
Cross Section View
Section Scale 1:480

Intent
P&E-1222



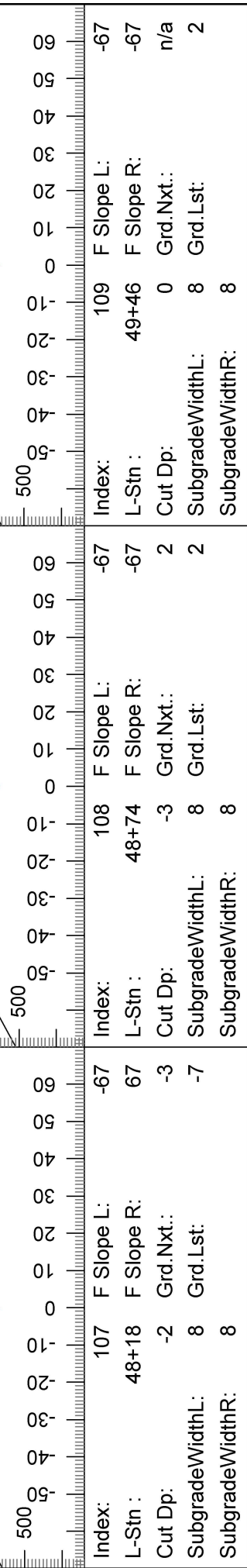
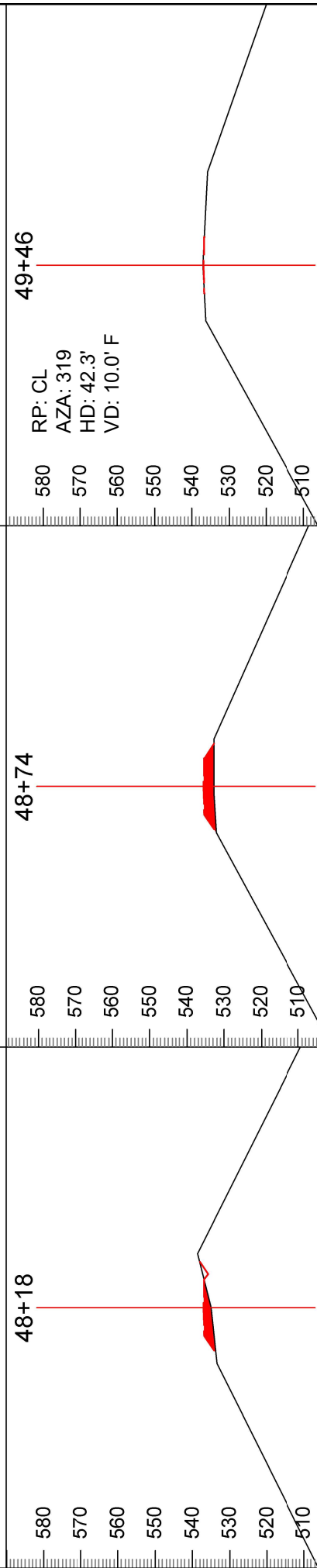
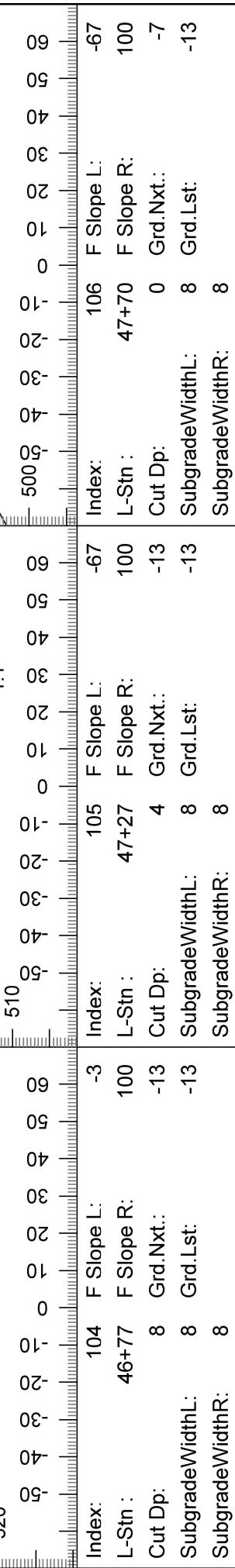
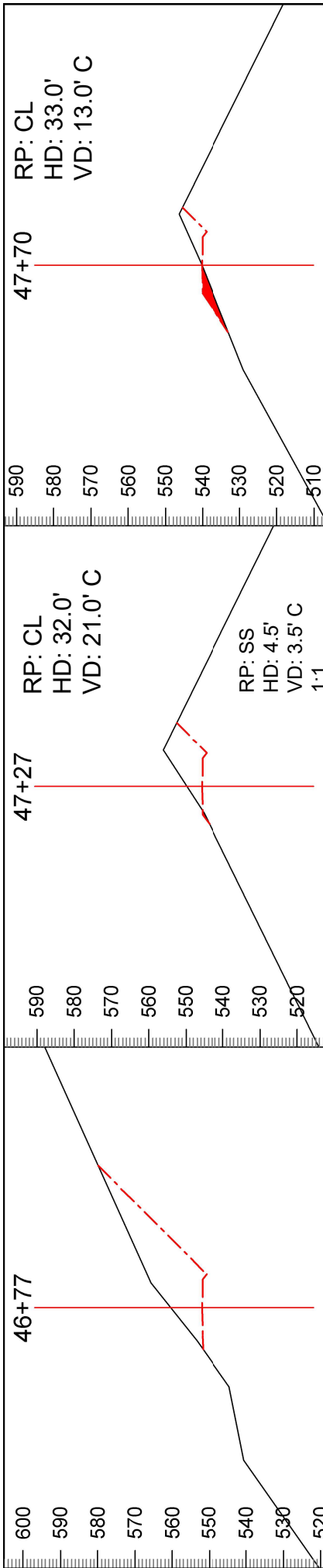
Cross Section View
Section Scale 1:480

Intent
P&E-1222



Cross Section View
Section Scale 1:480

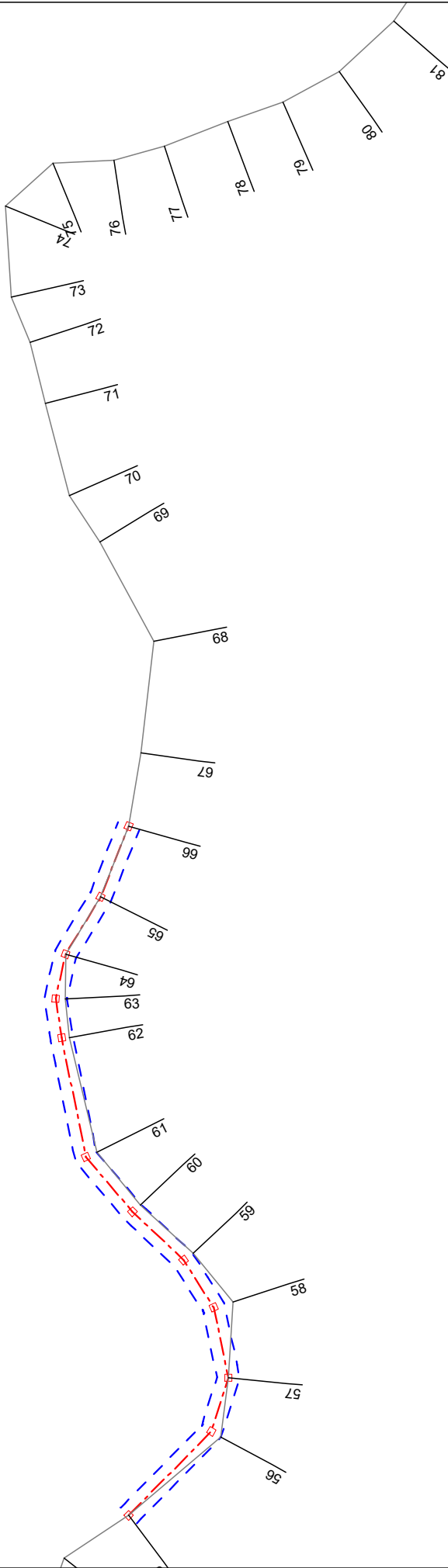
Intent
P&E-1222



Road Edges

—

P&E-1222



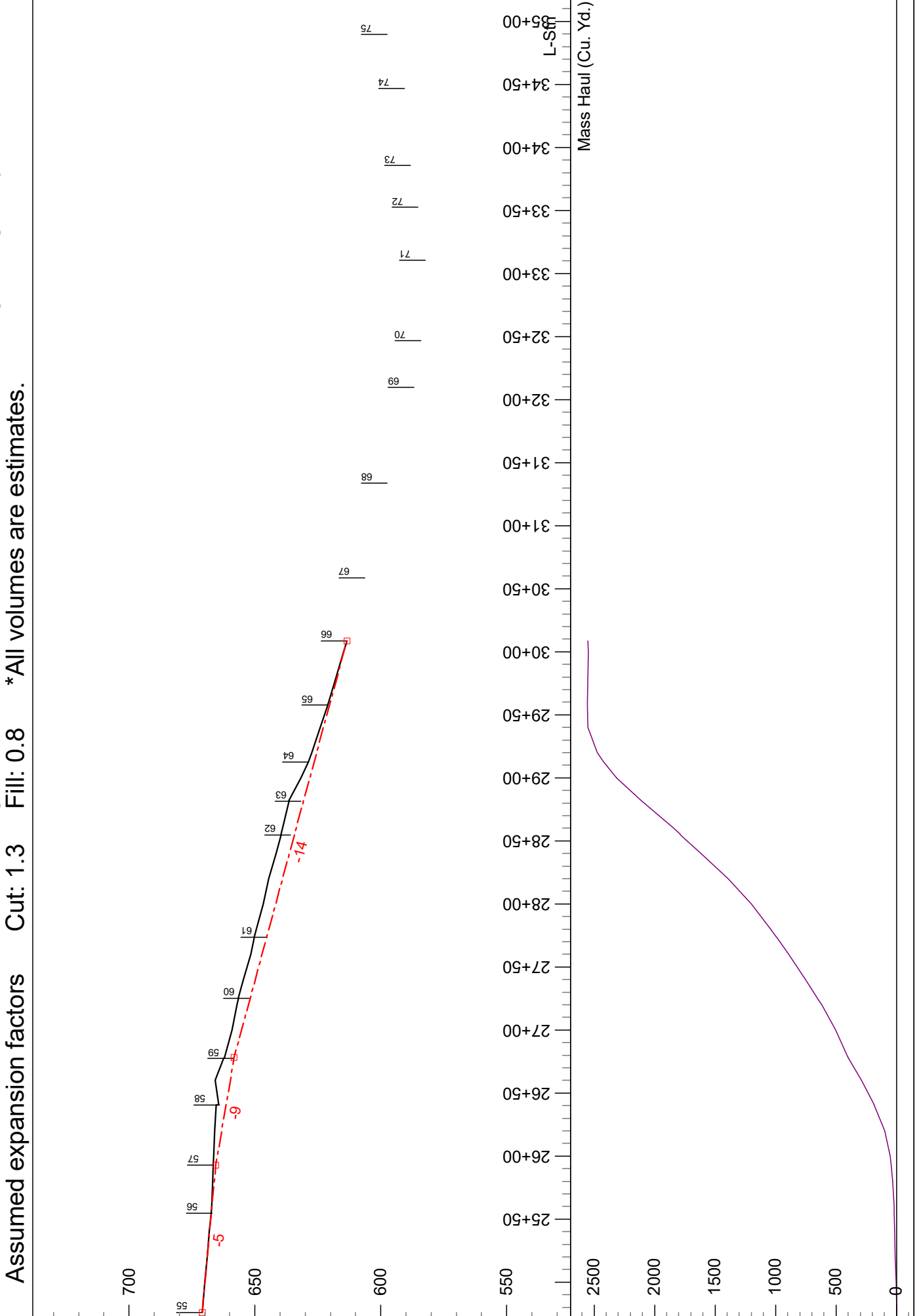
Profile Horz Scale 1:1200

Grade %

Subgrade

Existing Topography

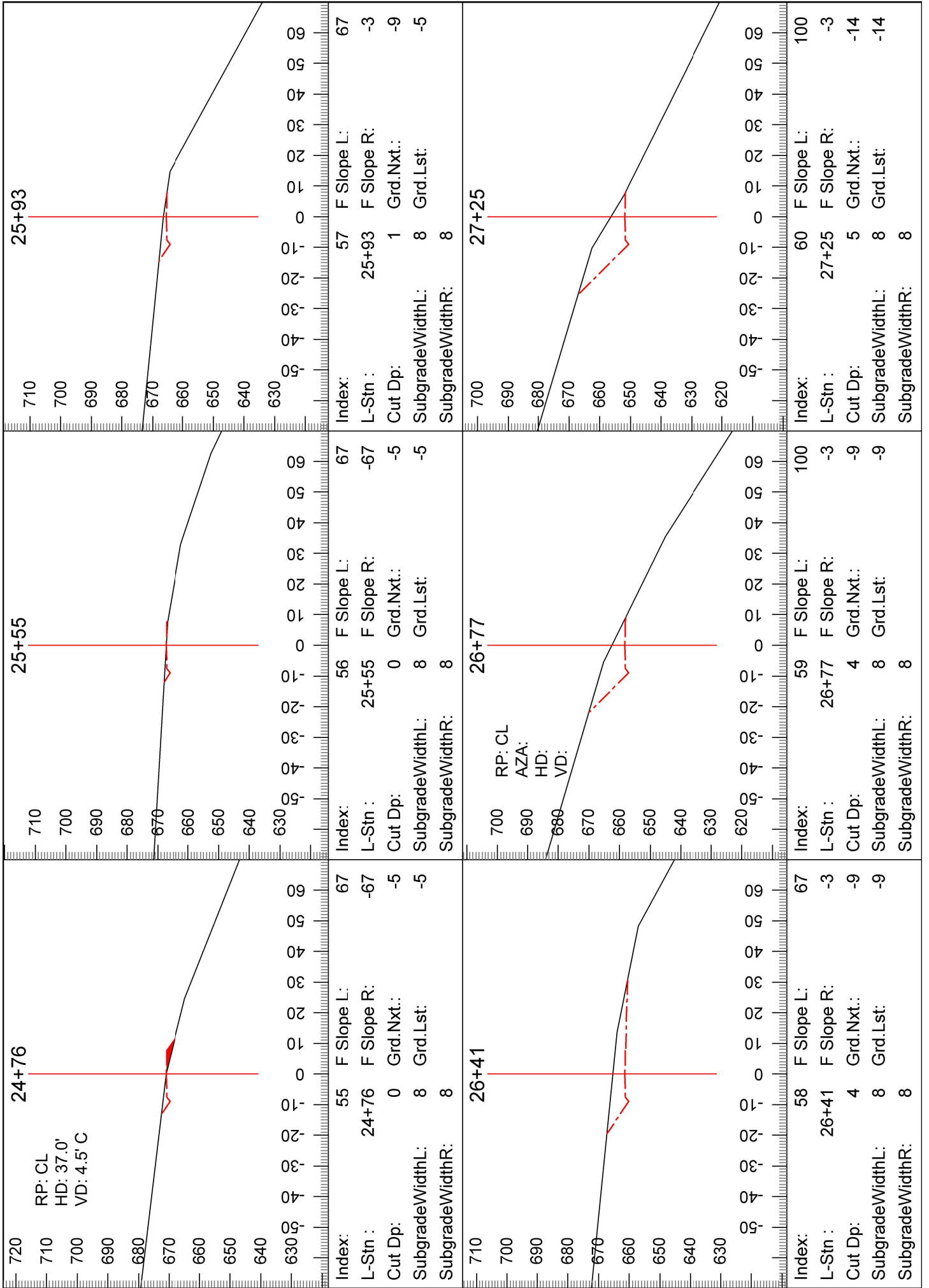
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Cross Section View
Section Scale 1:480

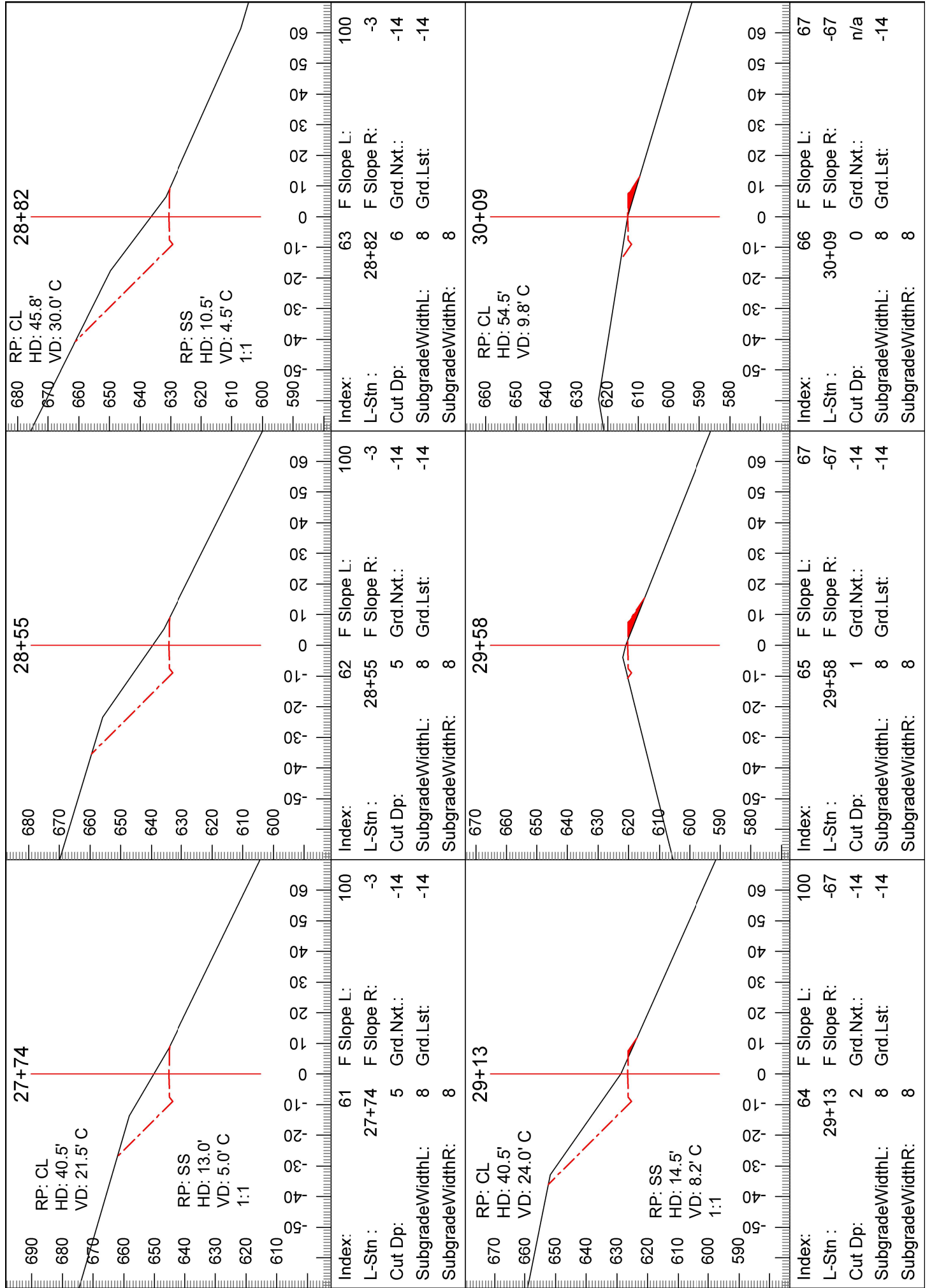
Intent

P&E-1222



Cross Section View
Section Scale 1:480

Intent
P&E-1222

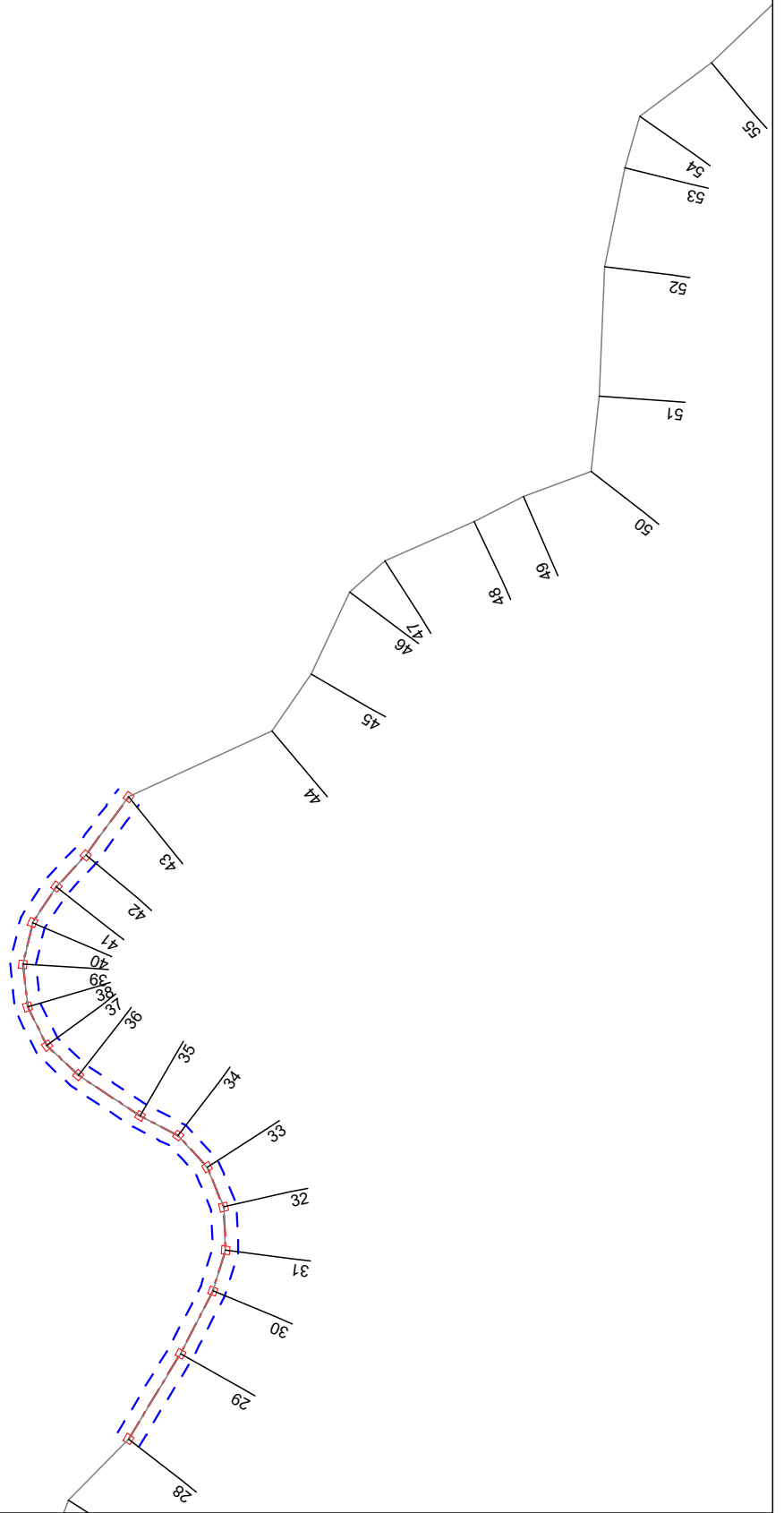


Road Edges

P-line

L-line

P&E-1222



Profile Vert Scale 1:600
Profile Horz Scale 1:1200

Intent
P&E-1222

Existing Topography

Subgrade

Grade %
Assumed expansion factors
Cut: 1.3 Fill: 0.8

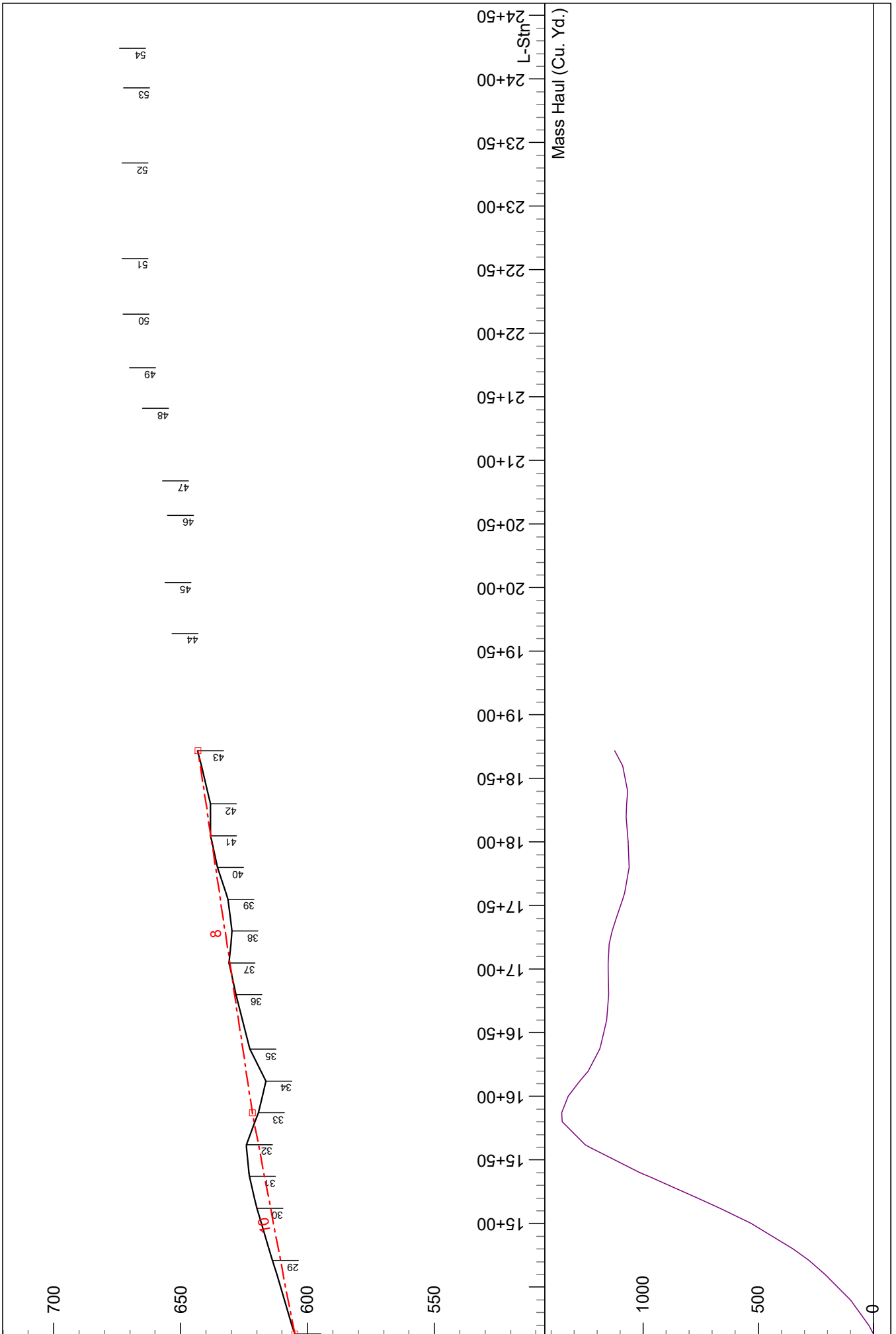
*All volumes are estimates.

INTENT

30-107099

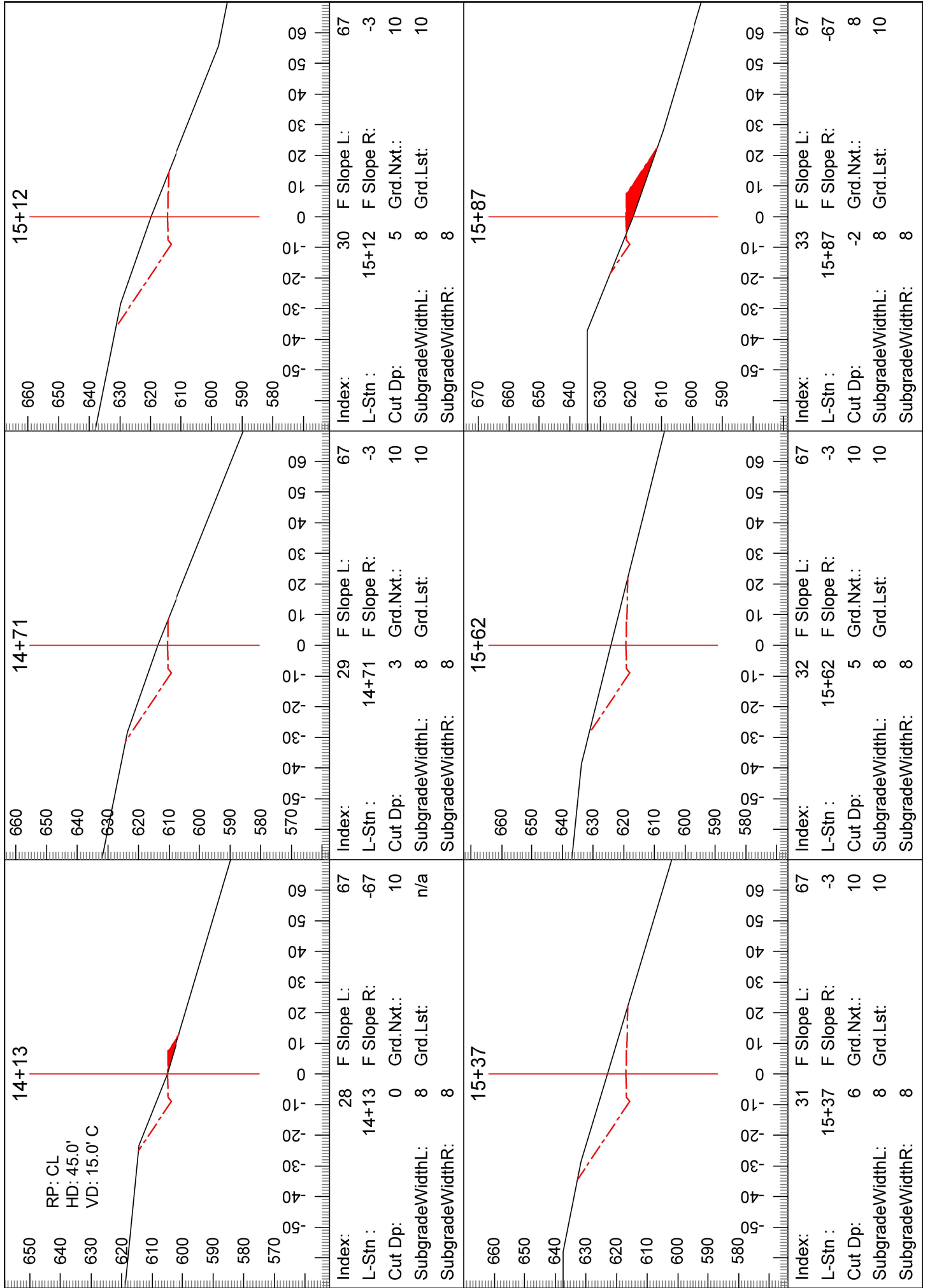
FINALE DATE: JULY 25, 2024

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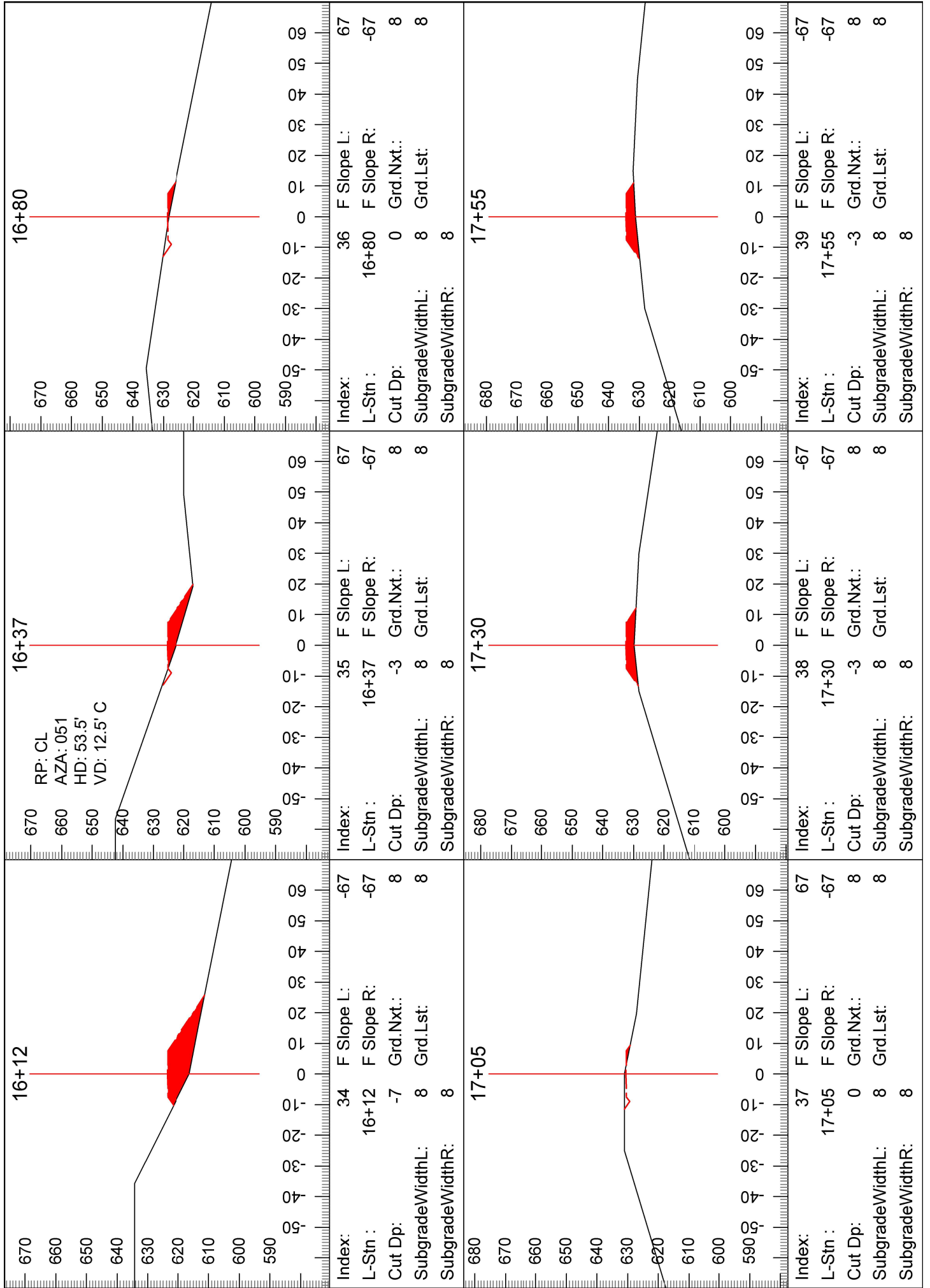
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Section Scale 1:480

Intent
P&E-1222

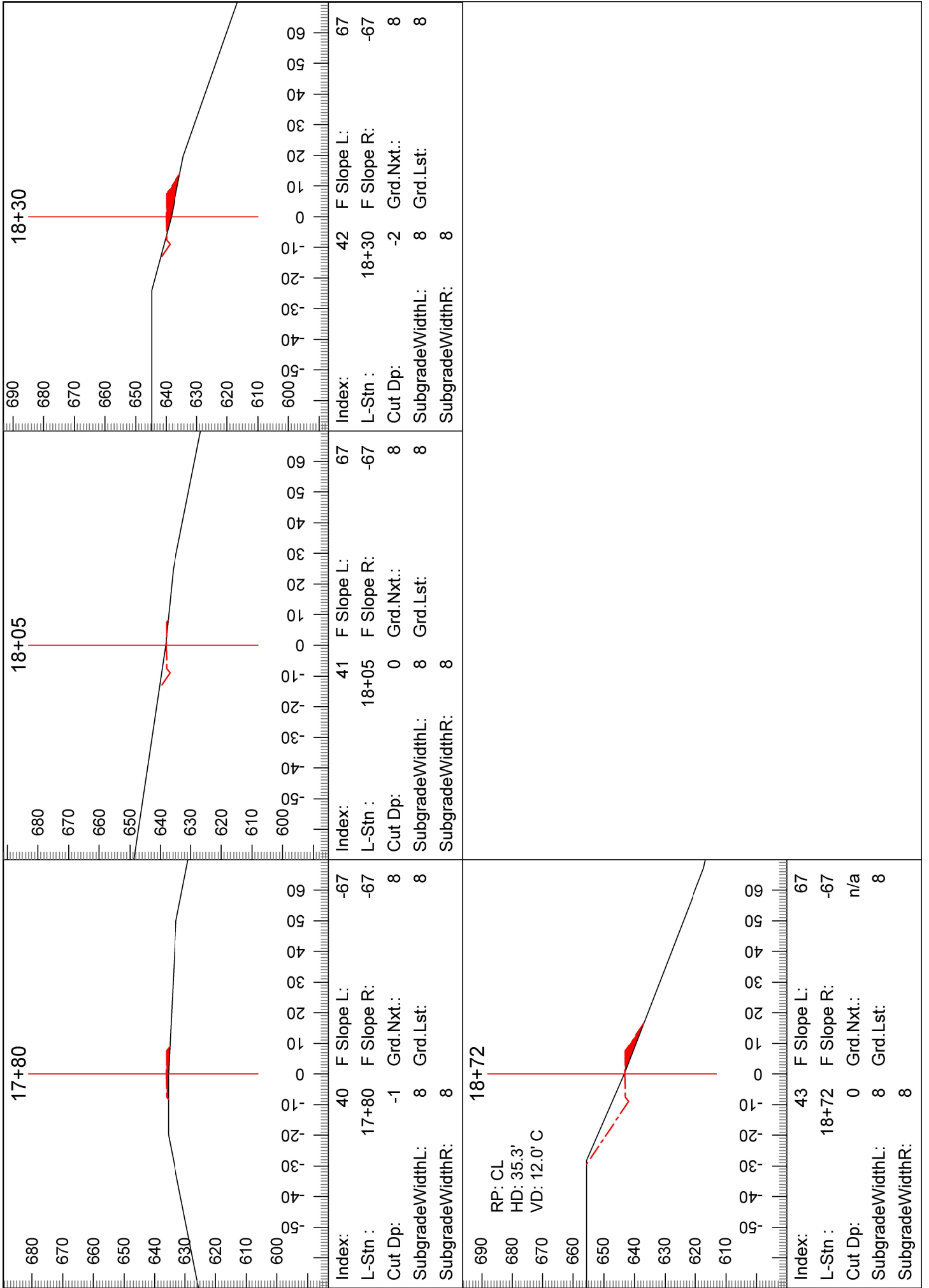


Cross Section View
Section Scale 1:480

Intent
P&E-1222



Intent
P&E-1222



SUMMARY - Road Development Costs

REGION: Pacific Cascade

DISTRICT: Lewis

SALE/PROJECT NAME: Intent

AGREEMENT #: 30-107099

ROAD NUMBERS:	Optional: P&E-1222-1, P&E-1222-2			
	Required: LW-Mainline, P&E-Mainline, P&E-1200, P&E-1220, P&E-1221, P&E-1222			
ROAD STANDARD:	Construction	Reconstruction	Maintenance	
NUMBER OF STATIONS:	65.31	0.00	556.75	
CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:	\$82,617.46	\$0.00	\$7,854.44	
ROAD ROCK:				
	Optional:	\$19,659.24	\$0.00	\$0.00
	Required:	\$117,192.26	\$0.00	\$9,126.14
	Total:	\$136,851.50	\$0.00	\$9,126.14
STOCKPILE:	-	-	\$0.00	
CULVERTS AND FLUMES:	\$9,707.20	\$0.00	\$2,404.80	
STRUCTURES:	-	-	-	
MOBILIZATION:	\$6,971.39	\$0.00	\$662.77	
TOTAL COSTS:	\$236,147.55	\$0.00	\$20,048.15	
COST PER STATION:	\$3,615.79	\$0.00	\$36.01	
ROAD DEACTIVATION & ABANDONMENT COSTS:	\$0.00	\$0.00	\$0.00	

10% OVERHEAD AND GENERAL EXPENSE =	\$25,619.57
TOTAL (All Roads) =	\$281,815.27
TOTAL (Minus Optional Rock) =	\$262,156.03
SALE VOLUME MBF =	3,907
TOTAL \$/MBF =	\$72.13
TOTAL \$/MBF (Minus Optional Rock) =	\$67.10

Profit and Risk costs are accounted on an individual basis.

SUMMARY OF ROAD

Sale:	Intent		Road:	LW-Mainline	
Required Pre-Haul Maintenance-	49+25	stations miles	Required Reconstruction -	0.00	stations miles
	0.93			0.00	
Required Abandonment-	0.00	stations miles	Optional Reconstruction -	0+00	stations miles
	0.00			0.00	
			Optional Construction -	0+00	stations miles
				0.00	

PRE-HAUL MAINTENANCE

MISC. Clean culvert inlet and outlet -	1.00	@	\$45.00	each		\$45.00
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.						\$45.00

CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>	90	LF of 18"	\$2,404.80		0	LF of 24"	\$0.00
			\$2,404.80				\$0.00
<u>Culvert Stakes & Markers</u>							
3 markers			\$24.00				
TOTAL CULVERTS							\$2,404.80

ROCK

Culvert Backfill	See Culvert List	60	cy. of	1 1/4 Inch Minus Crushed Rock	@	\$16.07	per c.y.=	\$964.20
Inlet Headwall	See Culvert List	2	cy. of	Quarry Spalls	@	\$27.82	per c.y.=	\$55.64
Energy Dissipator	See Culvert List	2	cy. of	Quarry Spalls	@	\$27.82	per c.y.=	\$55.64
TOTAL ROCK								\$1,075.48
SUBTOTAL								\$3,525.28

MOBILIZATION

SUBTOTAL **\$3.80**

OVERHEAD & GENERAL EXPENSES

SUBTOTAL **\$352.91**

Optional Rock? NO

TOTAL \$3,881.99

COST PER STATION \$78.82

SUMMARY OF ROAD

Sale:	Intent		Road:	P&E-Mainline	
Required Pre-Haul Maintenance-	365+00 <hr style="width: 100%;"/> 6.91	stations miles	Required Reconstruction -	0.00 <hr style="width: 100%;"/> 0.00	stations miles
Required Abandonment-	0.00 <hr style="width: 100%;"/> 0.00	stations miles	Optional Reconstruction -	0+00 <hr style="width: 100%;"/> 0.00	stations miles
			Required Construction -	0.00 <hr style="width: 100%;"/> 0.00	stations miles
			Optional Construction -	0+00 <hr style="width: 100%;"/> 0.00	stations miles

PRE-HAUL MAINTENANCE

EXCAVATION

Reconstruct ditch - 2.30 stations @ \$215.00 per station \$494.50

MISC.

Reconstruct turnouts 3.00 @ \$134.62 each \$403.86

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$898.36**

ROCK

0+00 to 365+00 114 cy. of Select Pit Run @ \$16.00 per c.y. = \$1,824.00

TOTAL ROCK **\$1,824.00**

SUBTOTAL **\$2,722.36**

MOBILIZATION

SUBTOTAL **\$75.00**

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$279.74**

Optional Rock? NO

TOTAL \$3,077.10

COST PER STATION \$8.43

SUMMARY OF ROAD

Sale:	Intent		Road:	P&E-1200	
Required Pre-Haul Maintenance-	119+50 2.26	stations miles	Required Reconstruction -	0.00	stations miles
Required Abandonment-	0.00	stations miles	Optional Reconstruction -	0+00 0.00	stations miles
			Required Construction -	0.00	stations miles
			Optional Construction -	0+00 0.00	stations miles

PRE-HAUL MAINTENANCE

CLEARING

Roadside Brushing 16+50 to 119+50 1.95 miles @ \$1,170.00 per mile = \$2,281.50

EXCAVATION

Construct ditchouts - 3.00 @ \$71.67 each \$215.01

MISC.

Grade and shape existing road surface - 16.50 stations @ \$18.25 per station \$301.13
 Roll shaped road surface w/ vibratory roller prior to rocking - 16.50 stations @ \$9.70 per station \$160.05
 Clean culvert inlet and outlet - 1.00 @ \$45.00 each \$45.00
 Re-shape dented culvert inlet - 1.00 @ \$95.00 each \$95.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$3,097.69**

ROCK

Spot Rock 0+00 to 16+50 60 cy. of 1 1/4 Inch Minus Crushed Rock @ \$11.66 per c.y.= \$699.60

TOTAL ROCK **\$699.60**

SUBTOTAL **\$3,797.29**

MOBILIZATION

SUBTOTAL **\$258.62**

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$405.59**

Optional Rock? NO

TOTAL \$4,461.50
COST PER STATION \$37.33

SUMMARY OF ROAD

Sale:	Intent		Road:	P&E-1220	
Required Pre-Haul Maintenance-	13+00 0.25	stations miles	Required Reconstruction -	0.00	stations miles
Required Abandonment-	0.00	stations miles	Optional Reconstruction -	0+00 0.00	stations miles
			Required Construction -	0.00	stations miles
			Optional Construction -	0+00 0.00	stations miles

PRE-HAUL MAINTENANCE

EXCAVATION

Reconstruct ditch- 13.00 stations @ \$215.00 per station \$2,795.00

MISC.

Grade and shape existing road surface - 13.00 stations @ \$16.59 per station \$215.67

Roll shaped road surface w/ vibratory roller prior to rocking - 13.00 stations @ \$9.70 per station \$126.10

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$3,136.77**

ROCK

0+00 to 13+00 390 cy. of 1 1/4 Inch Minus Crushed Rock @ \$12.13 per c.y. = \$4,730.70

TOTAL ROCK **\$4,730.70**

SUBTOTAL **\$7,867.47**

MOBILIZATION

SUBTOTAL **\$0.00**

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$786.75**

Optional Rock? NO

TOTAL \$8,654.22

COST PER STATION \$665.71

SUMMARY OF ROAD

Sale:	Intent		Road:	P&E-1221	
Required Pre-Haul Maintenance-	10+00 0.19	stations miles	Required Reconstruction -	0.00	stations miles
Required Abandonment-	0.00	stations miles	Optional Reconstruction -	0+00 0.00	stations miles
			Required Construction -	0.00	stations miles
			Optional Construction -	0+00 0.00	stations miles

PRE-HAUL MAINTENANCE

CLEARING					
Roadside Brushing	0.19	miles @	\$1,170.00	per mile =	\$222.30
MISC.					
Desod existing road surface -	10.00	stations @	\$13.27	per station	\$132.70
Roll shaped road surface w/ vibratory roller prior to rocking -	10.00	stations @	\$9.70	per station	\$97.00
Clean culvert inlet and outlet -	2.00	@	\$45.00	each	\$90.00
Reconstruct turnaround	1.00	@	\$134.62	each	\$134.62
			TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.		\$676.62

ROCK					
0+00 to	10+00	43	cy. of	Select Pit Run @	\$18.52 per c.y. =
					\$796.36
					TOTAL ROCK \$796.36

SUBTOTAL **\$1,472.98**

MOBILIZATION SUBTOTAL **\$0.00**

OVERHEAD & GENERAL EXPENSES SUBTOTAL **\$147.30**

Optional Rock? NO **TOTAL \$1,620.28**

COST PER STATION \$162.03

SUMMARY OF ROAD

Sale:	Intent		Road: P&E-1222
Required Pre-Haul Maintenance-	0+00 0.00	stations miles	Required Reconstruction -
			0+00 0.00
			stations miles
Required Abandonment-	0.00	stations miles	Optional Reconstruction -
			0.00
			stations miles
			Required Construction -
			56+15 1.06
			stations miles
			Optional Construction -
			0.00
			stations miles

CONSTRUCTION

CLEARING/GRUBBING

Scatter Organic Debris	56.15	sta @	\$280.00	per sta	\$15,722.00
Remove large stumps -	15.00	@	\$350.00	each	\$5,250.00
Construct waste areas -	15.00	hours @	\$180.00	per hour	\$2,700.00

EXCAVATION

Road Construction Earthwork	56.15	sta. @	\$269.23	per sta. =	\$15,117.26
Grade and shape subgrade -	56.15	stations @	\$14.60	per station	\$819.79
Full Bench	5000	cy. @	\$2.00	per c.y.=	\$10,000.00

MISC.

Roll subgrade w/ vibratory roller prior to rocking -	56.15	stations @	\$12.12	per station	\$680.54
Construct turnouts @ sta. -	7.00	@	\$134.62	each	\$942.34
Construct turnaround @ sta. -	3.00	@	\$134.62	each	\$403.86
Construct landing -	9.00	@	\$538.46	each	\$4,846.14
Grass seed and fertilize -	144.40	lbs @	\$15.00	per lbs	\$2,166.00

ENDHAUL

Full Bench	5000	cy. @	\$2.89	per c.y.=	\$14,450.00
Organic Debris	1000	cy. @	\$2.89	per c.y.=	\$2,890.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$75,987.93**

CULVERTS - MATERIALS & INSTALLATION

<u>Culverts</u>					
360	LF of 18"	\$9,619.20	0	LF of 24"	\$0.00
		\$9,619.20			\$0.00
<u>Culvert Stakes & Markers</u>					
11	markers	\$88.00			
		\$88.00			
				TOTAL CULVERTS	\$9,707.20

ROCK

Inlet Headwall	See Culvert List	5.5	cy. of	Quarry Spalls	@	\$24.77	per c.y.=	\$136.24
Energy Dissipator	See Culvert List	5.5	cy. of	Quarry Spalls	@	\$24.77	per c.y.=	\$136.24
0+00 to	56+15	5,914	cy. of	Select Pit Run	@	\$19.77	per c.y.=	\$116,919.78
								TOTAL ROCK

\$117,192.26

SUBTOTAL **\$202,887.39**

MOBILIZATION

SUBTOTAL **\$6,344.14**

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$20,923.15**

TOTAL \$230,154.68

Optional Rock? NO

COST PER STATION \$4,098.93

SUMMARY OF ROAD

Sale:	Intent		Road: P&E-1222-1
Required Pre-Haul Maintenance-	0+00 <hr style="width: 50%; margin: 0 auto;"/> 0.00	stations miles	Required Reconstruction -
			0.00 <hr style="width: 50%; margin: 0 auto;"/> 0.00
			stations miles
Required Abandonment-	0.00 <hr style="width: 50%; margin: 0 auto;"/> 0.00	stations miles	Optional Reconstruction -
			0+00 <hr style="width: 50%; margin: 0 auto;"/> 0.00
			stations miles
			Required Construction -
			0.00 <hr style="width: 50%; margin: 0 auto;"/> 0.00
			stations miles
			Optional Construction -
			6+44 <hr style="width: 50%; margin: 0 auto;"/> 0.12
			stations miles

CONSTRUCTION

CLEARING/GRUBBING

Scattering Organic Debris	6.44	sta @	\$280.00	per sta	\$1,803.20
Remove large stumps -	1.00	@	\$350.00	each	\$350.00

EXCAVATION

Road Construction Earthwork	6.44	sta. @	\$194.44	per sta. =	\$1,252.19
Construct ditchouts -	1.00	@	\$71.67	each	\$71.67
Grade and shape subgrade -	6.44	stations @	\$14.60	per station	\$94.02

MISC.

Roll subgrade w/ vibratory roller prior to rocking -	6.44	stations @	\$12.12	per station	\$78.05
Construct turnouts @ sta. -	1.00	@	\$134.62	each	\$134.62
Construct turnaround @ sta. -	1.00	@	\$134.62	each	\$134.62
Construct landing -	1.00	@	\$538.46	each	\$538.46
Grass seed and fertilize -	16.40	lbs @	\$15.00	per lbs	\$246.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$4,702.83**

ROCK

0+00 to	6+44	671	cy. of	Select Pit Run	@	\$19.62	per c.y. =	\$13,165.02	
								TOTAL ROCK	\$13,165.02

SUBTOTAL **\$17,867.85**

MOBILIZATION

SUBTOTAL **\$392.63**

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$1,826.05**

TOTAL \$20,086.53

Optional Rock? YES

COST PER STATION \$3,119.03

SUMMARY OF ROAD

Sale:

Intent

Road:

P&E-1222-2

Required
Pre-Haul Maintenance- 0+00 stations
0.00 miles

Required
Reconstruction - 0.00 stations
0.00 miles

Required
Construction - 0.00 stations
0.00 miles

Required Abandonment- 0.00 stations
0.00 miles

Optional
Reconstruction - 0+00 stations
0.00 miles

Optional
Construction - 2+72 stations
0.05 miles

CONSTRUCTION

CLEARING/GRUBBING

Scattering Organic Debris 2.72 sta @ \$280.00 per sta \$761.60

EXCAVATION

Road Construction Earthwork 2.72 sta. @ \$116.67 per sta. = \$317.34
Grade and shape subgrade - 2.72 stations @ \$14.60 per station \$39.71

MISC.

Roll subgrade w/ vibratory roller prior to rocking - 2.72 stations @ \$12.12 per station \$32.97
Construct turnaround @ sta. - 1.00 @ \$134.62 each \$134.62
Construct landing - 1.00 @ \$538.46 each \$538.46
Grass seed and fertilize - 6.80 lbs @ \$15.00 per lbs \$102.00

TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC. **\$1,926.70**

ROCK

0+00 to 2+72 331 cy. of Select Pit Run @ \$19.62 per c.y. = \$6,494.22
TOTAL ROCK **\$6,494.22**

SUBTOTAL **\$8,420.92**

MOBILIZATION

SUBTOTAL **\$160.86**

OVERHEAD & GENERAL EXPENSES

10% SUBTOTAL **\$858.18**

Optional Rock? YES

TOTAL \$9,439.96

COST PER STATION \$3,470.57

ROCK DEVELOPMENT COST SUMMARY

Pit:	P&E Ridge Quarry	Location:	T13R07W
Sale:	Intent	Road:	7088 c.y.
Swell:	1.40	Stockpile:	c.y.
Shrinkage	1.16	Total Truck Loads:	7088 c.y.
Drill Pct.:	0%	In Place Total:	5063 c.y.

Pit Development & Cleanup including Clearing and grubbing of Waste Area @ adjacent to pit, place overburden

in Waste Area, spread and compact.	\$4.09	/cu.yd x	4444 cu.yds.	\$18,175.96
Rip Rock:	\$2.50	/cu.yd x	5063 cu.yds.	\$12,657.50
Push Rock:	\$0.67	/cu.yd x	7088 cu.yds.	\$4,748.96
Load Dump Truck:	\$1.50	/cu.yd x	7088 cu.yds.	\$10,632.00
			Subtotal	\$46,214.42

Move in Loader	1	@	\$491.67	=	\$491.67
Move in Excavator	1	@	\$637.59	=	\$637.59
Move in Trucks	5	@	\$0.00	=	\$0.00
				Subtotal	\$1,129.26

TOTAL PRODUCTION COSTS \$47,343.68

Base Cost= \$6.68 Per Cu.Yd.

Road Segment	Haul Cost /cu.yd.	Application Cost /cu.yd.	Base Cst. /cu.yd.	Cost /cu.yd.	Number Cu. Yds	Speed (Mi/hr.)	One-Way Dist (ft)	ROCK COST
LW-Mainline Inlet Headwall	\$15.14	\$6.00	\$6.68	\$27.82	2	15	36000	\$55.64
LW-Mainline Energy Dissipator	\$15.14	\$6.00	\$6.68	\$27.82	2	15	36000	\$55.64
P&E-Mainline	\$8.32	\$1.00	\$6.68	\$16.00	114	15	18000	\$1,824.00
P&E-1221	\$10.84	\$1.00	\$6.68	\$18.52	43	15	24650	\$796.36
P&E-1222 Inlet Headwall	\$12.09	\$6.00	\$6.68	\$24.77	5.5	15	27960	\$136.24
P&E-1222 Energy Dissipator	\$12.09	\$6.00	\$6.68	\$24.77	5.5	15	27960	\$136.24
P&E-1222	\$12.09	\$1.00	\$6.68	\$19.77	5914	15	27960	\$116,919.78
P&E-1222-1	\$11.94	\$1.00	\$6.68	\$19.62	671	15	27550	\$13,165.02
P&E-1222-2	\$11.94	\$1.00	\$6.68	\$19.62	331	15	27550	\$6,494.22
P&E-1222-2	\$12.44	\$1.00	\$6.68	\$20.12	0	15	27550	\$0.00
P&E-1222-2 Ditch/Embankment Fill	\$12.44	\$1.00	\$6.68	\$20.12	0	15	27550	\$0.00
P&E-1222-2 Roadway Fill	\$12.44	\$6.00	\$6.68	\$25.12	0	15	27550	\$0.00
P&E-1222-2 Energy Dissipator	\$12.44	\$6.00	\$6.68	\$25.12	0	15	27550	\$0.00
P&E-1222-2 Bedding/Backfill	\$12.44	\$1.00	\$6.68	\$20.12	0	15	27550	\$0.00
Total C.Y.					7088		Sub Total	\$139,583.14

TOTAL ROCKING COSTS \$139,583.14

ROCK DEVELOPMENT COST SUMMARY

Pit:	Browns Quarry Stockpile	Location:	T13R06W
Sale:	Intent	Road:	510 c.y.
Swell:	1.40	Stockpile:	c.y.
Shrinkage	1.16	Total Truck Loads:	510 c.y.
Drill Pct.:	0%	In Place Total:	364 c.y.

Load Dump Truck: \$0.75 /cu.yd x 510 cu.yds. = \$382.50
Subtotal \$382.50

Move in Loader 1 @ \$491.67 = \$491.67
Subtotal \$491.67

TOTAL PRODUCTION COSTS \$874.17

Base Cost= \$1.71 Per Cu.Yd.

Road Segment	Haul Cost /cu.yd.	Application Cost /cu.yd.	Base Cst. /cu.yd.	Cost /cu.yd.	Number Cu. Yds	Speed (Mi/hr.)	One-way Dist (ft)	ROCK COST
LW-Mainline Culvert Backfill	\$13.36	\$1.00	\$1.71	\$16.07	60	18	36000	\$964.20
P&E-1200 Spot Rock	\$8.95	\$1.00	\$1.71	\$11.66	60	18	22025	\$699.60
P&E-1220	\$9.42	\$1.00	\$1.71	\$12.13	390	18	23500	\$4,730.70
					Total C.Y.	510	Sub Total	\$6,394.50

TOTAL ROCKING COSTS \$6,394.50



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

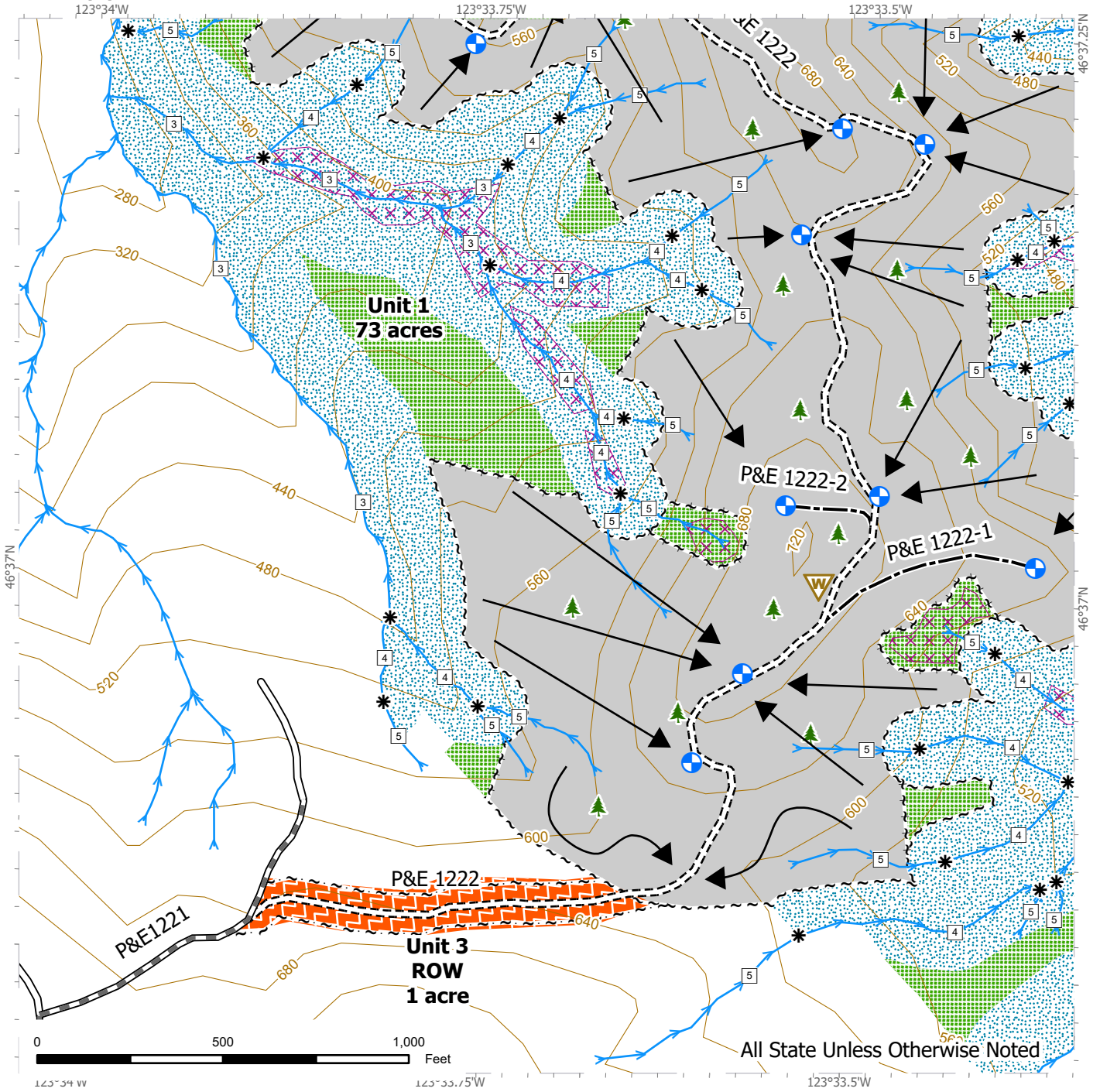
Temporary Reconstruction: **linear feet**
Roads to be reconstructed (optional and required) and then abandoned

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.
(Revised 9/18)

LOGGING PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720

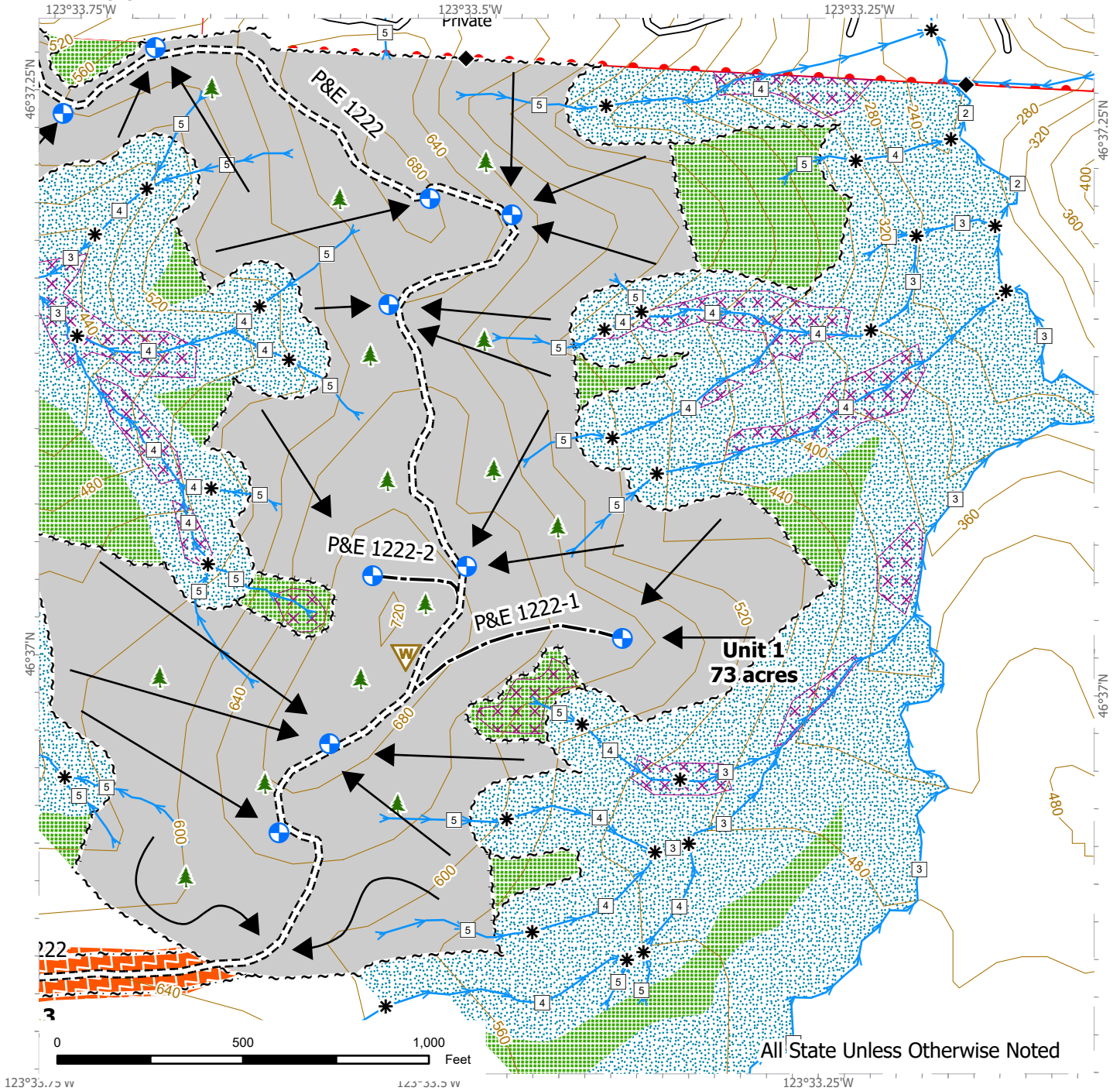


	Cable		Leave Tree Tags		Streams
	Ground		Right of Way Tags		Stream Type
	Harvest Unit		Existing Roads		Stream Break
	Right-of-Way Harvest		Required Pre-Haul Maintenance		Landing - Proposed
	Leave Tree Area		Required Construction		Leave Tree Area <1/4-acre
	Riparian Mgt Zone		Optional Construction		Waste Area
	Potentially Unstable Slopes				
	Sale Boundary Tags				

LOGGING PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



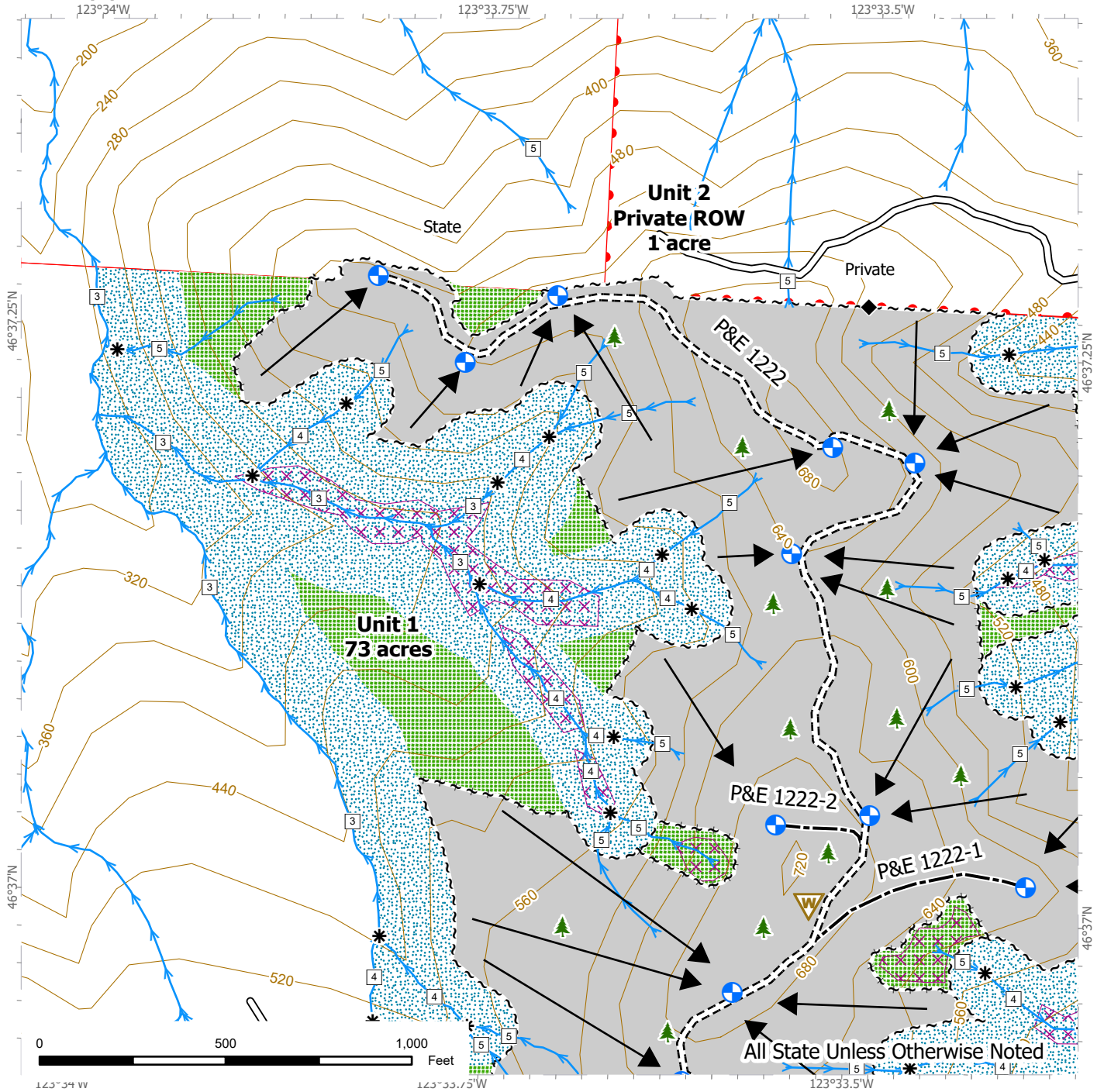
Cable	Leave Tree Tags	Streams
Ground	Right of Way Tags	Stream Type
Harvest Unit	Existing Roads	Stream Break
Right-of-Way Harvest	Required Construction	Landing - Proposed
Leave Tree Area	Optional Construction	Leave Tree Area <1/4-acre
Riparian Mgt Zone		Waste Area
Potentially Unstable Slopes		Survey Monument
Sale Boundary Tags		



LOGGING PLAN MAP

SALE NAME: INTENT
AGREEMENT #: 30-107099
TOWNSHIP(S): T13R7W
TRUST(S): Charitable/Educational/Peal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Pacific Cascade Region
COUNTY(S): Pacific
ELEVATION RGE: 320-720



All State Unless Otherwise Noted

	Cable		Leave Tree Tags		Streams
	Ground		Existing Roads		Stream Type
	Harvest Unit		Required Construction		Stream Break
	Leave Tree Area		Optional Construction		Landing - Proposed
	Riparian Mgt Zone				Leave Tree Area <1/4-acre
	Potentially Unstable Slopes				Waste Area
	Sale Boundary Tags				Survey Monument



ROAD USE AND MAINTENANCE AGREEMENT

GRANTOR:

Bascom Pacific, LLC

By: Campbell Global, LLC

Its: Authorized Agent

P.O. Box 1060

Kelso, WA 98626

Attn: Wes Romberg

Phone: 360-640-8182

Email: wesley.romberg@campbellglobal.com

GRANTEE:

Washington State Department of Natural Resources

PO Box 280

Castle Rock, WA 98611

Attn: Scott Sargent

Phone: 360.577.2025

Email: scott.sargent@dnr.wa.gov

This Road Use and Maintenance Agreement is made and entered on **08/01/2024**, (the "Effective Date"), by and between **Bascom Pacific, LLC**, hereinafter referred to as "Grantor," and **Washington State Department of Natural Resources**, hereinafter referred to as "Grantee." Grantor and Grantee are sometimes referred to in this Agreement each as a "Party" and together as the "Parties".

DEFINITIONS

A. **Grantee.** For the purpose of this Agreement, the term "Grantee" shall include all agents, servants, employees, contractors, subcontractors, invitees, successors and assigns of Washington State Department of Natural Resources.

B. **Grantor.** For the purpose of this Agreement, the term "Grantor" shall mean **Bascom Pacific, LLC**. Only for the purpose of the "Insurance" and "Indemnity" sections herein, the term "Grantor" shall also include **Campbell Global, LLC**.

C. **Road.** For the purpose of this Agreement, the term "Road" shall mean the roads described and shown in Exhibit A, attached hereto and incorporated by this reference.

RECITALS

Grantor and Grantee desire to enter into this Agreement concerning Grantee's use and maintenance of certain roads across real property owned or managed by Grantor on the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are both hereby agreed upon and acknowledged by the Parties are as follows:

1. Road Use.

1.1. Grantee shall have the nonexclusive right to use the Road for the purpose of access and to cut & remove right-of-way timber on/from 0.05 acres of right-of-way and to construct and use approx. 1.1 stations of new road for the purpose to haul 350 mbf of timber and 750 cu yd rock. The Road is located and

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marked on the attached Exhibit A.

1.2. Grantee shall use and maintain the Road in a business-like and efficient manner, in accordance with industry standards and all requests of Grantor, and shall keep and observe all state, federal and local laws, rules and regulations now or hereinafter applicable to any operations and to the employment of labor with respect thereto including without limitation, laws, rules and regulations pertaining to protection and conservation of the environment, fish, game and wildlife, and the prevention of pollution of any streams and water sources. Grantee shall secure all licenses and permits and file all notices by law required relating the Grantee's performance hereunder, and shall provide to Grantor evidence of compliance with said requirements.

2. Road Use Fee.

2.1. In consideration for the foregoing grant Grantee shall pay to Grantor a fee of five hundred dollars (**\$500.00**) for the term of this agreement. Grantee shall make payments to Grantor upon receipt.

3. Term.

This Agreement is for a term commencing on the Effective Date and terminating on 10/31/2026, (the "Term"). This Agreement may be extended year by year up to four consecutive years, after review of terms and fees by both parties. Either party may elect to terminate this Agreement at any time by giving notice of its election to terminate at least thirty (30) days prior to the date of termination. Termination of this Agreement shall not relieve Grantee of its obligations under this Agreement, including but not limited to payment of fees, payment for maintenance and repair and the obligation to pay for or repair damage to the Road in excess of normal and prudent usage.

4. Fire Prevention; Road Restrictions.

4.1. Grantee agrees to exercise the highest degree of care to prevent and suppress fire, and shall notify Grantor immediately of any fire on, or that may come upon or threaten, Grantor's property. Grantee shall comply with all relevant federal, state and local laws and regulations and reasonable requirements of Grantor with respect to fire prevention and control. Grantor will suspend operations when, in the absolute discretion of Grantor or federal or state forestry officials, there exists an extreme threat of fire to Grantor's property.

4.2. Grantor reserves the right to restrict Grantee's use of the Road during adverse weather conditions when use of the Road would, in the sole opinion of the Grantor, pose an undue threat of fire or be injurious to the Road or its drainage system.

5. Road Maintenance.

The Road, as currently developed, shall be repaired and maintained in its current condition, subject to the terms of this Agreement. Grantor and Grantee hereby agree that they shall share in the cost of repairs and maintenance to the Road as follows:

5.1. Grantee shall pay one hundred percent (100 %) of the cost of repairs and maintenance of the Road.

5.2. Grantor and Grantee shall have the right to perform work upon the Road at any time without the consent of the other party hereto, so long as the work does not block travel along the Road. However, the cost of such work by Grantee shall not be reimbursed unless the Grantor has previously approved the work in writing. Grantor shall have the right to subcontract with third parties for the provision of road maintenance and repair without prior notice to Grantee, and shall invoice Grantee for its share of the overall costs.

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5.3. With respect to all operations in connection with which a party exercises any right granted hereunder, such party shall comply with and observe all laws, rules and regulations of the United States, the State of Washington, the applicable county, or any other governmental entity, including but not limited to, those laws, rules and regulations relating to forestry and conservation practices and the prevention, suppression and control of fire, and all valid regulations and orders of government officials and their duly appointed or designated representatives pertaining thereto.

5.4. Each party using the Road shall repair, or cause to be repaired, at its sole cost and expense, any damage to the Road occasioned by it or its agents, employees, contractors, licensees or invitees, which is in excess of that which it would cause through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by either party hereto:

5.4.1. Grantor shall have the right to subcontract with third parties for road repair with each party to pay their proportionate share as designated above.

6. Road Condition.

6.1. Grantee has inspected the Road, and is familiar with its conditions and accepts it for use in its present condition, and in entering this Agreement is not relying on any representations by Grantor as to the present or future condition of the Road.

6.2. The Parties agree that in consideration of this Agreement, and the detailed inspection of the Road made by Grantee prior to the execution hereof, Grantee waives any and all claims to any damage or damages by reason of death or injury to any party, caused by reason of acts of nature, latent defects of existing structures and conditions of the Road, roads or any equipment thereon and assumes the risk of the same. The parties further agree that Grantee is aware that Grantor may engage in forestry or other activities including but not limited to felling, cutting, hauling away of trees, and other forest products situated and growing upon the Grantor's property, and it shall be the duty of Grantee to take care to be aware of and avoid those areas of on which logging or similar operations are taking place. Grantor shall not be liable for any injury or death caused by failure of Grantee, its agents, servants and employees to so act and Grantee waives and releases Grantor from any such claims.

7. Indemnification.

State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

8. Insurance

The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

8.1. Before commencing any activities under this Agreement, Grantee shall secure and cause each of its subcontractors, at each of Grantee's and its subcontractor's sole cost and expense, to secure a policy or policies of insurance, and during the term of this Agreement, maintain such insurance in a form

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satisfactory to Grantor and with companies maintaining an A.M. Best's rating of A-VII or better, insuring against liabilities arising out of operations of Grantee and any subcontractor and the operations of either such party's respective subcontractors, agents, employees, licensees, invitees and other persons acting for or on behalf of Grantee or Grantee's subcontractor, as applicable, including (without limitation) the coverages listed below:

8.1.1. Commercial general liability insurance will include, but not be limited to, coverage for: ongoing operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph(s) of this Agreement); explosion; collapse; and underground damage. The policy shall be endorsed to provide that aggregate limits, if any, apply separately to each of the Grantee's or subcontractor's jobs or projects away from premises owned by or rented to Grantee or the subcontractor, as applicable. Minimum limits shall be \$1,000,000 per occurrence bodily injury liability and property damage liability combined and \$2,000,000 in the aggregate. In lieu of per project aggregate, Grantee may secure Umbrella Liability with minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the Aggregate.

8.1.2. Loggers Broad Form Property Damage insurance with no exclusion for wildfires and with minimum limits of \$1,000,000 per occurrence.

8.1.3. Business automobile liability insurance (ISO Form CA0001 or equivalent) insuring all owned, non-owned and hired automobiles (any auto), with minimum limits of liability of \$1,000,000 per accident for bodily injury and property damage combined (auto coverage is to include "broadened auto pollution coverage" - ISO Form CA 99 48) or equivalent form satisfactory to Grantor.

8.1.4. Grantee and all of Grantee's subcontractors shall also carry state or private industrial accident insurance respectively covering them and their employees which shall fully comply with state and federal employment and workers' compensation laws. All such employer's liability insurance will cover Contractor, Contractor's subcontractors and their respective employees and will have no less than One Million Dollars (\$1,000,000) per occurrence. Should Grantee select not to include the owner(s), partner(s) and/or executive officer(s) of such operation in that coverage, in consideration for Grantor accepting such coverage, Grantee further represents and warrants that (a) Grantee is an independent company and each owner, partner and/or executive officer of the company is not an employee(s) of the company and has no right to claim any benefits, including workers compensation benefits, under any company plan, policy, or coverage; and (b) Grantee acknowledges that (s)he may purchase a worker's compensation plan, insurance or otherwise, insuring any of the owners, partners and/or executive officers but has elected not to do so as allowed by law and assumes all risks as a result of this decision.

8.2. The policies and endorsements required under Sections 8.1.1, 8.1.2, and 8.1.3 shall be endorsed to name as additional insureds Grantor, and Campbell Global, LLC and their Affiliates (as defined below), and their respective officers, directors, partners, members, managers, employees, representatives, agents and assigns (collectively, the "Insured Parties"). It is agreed that all the policies and endorsements in this Section 8 shall be endorsed to waive any rights of subrogation against Insured Parties. The policies shall be endorsed to provide that the coverage provided therein shall be primary and shall be non-contributory to any other insurance carried by Grantor, Campbell Global, LLC or their Affiliates. The term "Affiliates" as used herein shall mean a corporation or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, Grantor or Campbell Global, LLC.

8.3. Notwithstanding anything to the contrary in this Agreement, prior to commencing performance of this Agreement, Grantee shall deliver to Grantor certificates from Grantee's insurance carrier evidencing the coverages described herein, and shall provide such further evidence to Grantor as Grantor may require in Grantor's sole and absolute discretion which shall establish that all of the insurance

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required herein has been secured. Grantee's policies shall be endorsed to provide that the policies represented thereby will not be terminated, reduced or changed without providing prior written notice to Grantor. If Grantee or any subcontractor (if applicable) at any time during the term of this Agreement neglects, refuses to provide, or cancels the insurance required herein, it shall be an Event of Default (defined below) and Grantor shall have the right to terminate this Agreement immediately and pursue its remedies under Section 13. No provision in this Agreement with regard to indemnity in any way reduces or changes the insurance coverage required herein, and no provision herein with regard to insurance reduces or changes the indemnity obligations in this Agreement. The above provisions with respect to Grantee providing insurance are solely for the benefit of the Insured Parties and other third parties have no rights under or by reason of such provisions. Grantee shall also require all subcontractors and owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions, and Grantee shall be responsible for collecting and monitoring certificates and evidence of the same.

8.4. All deductibles will be the sole responsibility of Grantee and under no circumstances will Grantor fund or pay for insurance program deductibles or uninsured/self-insured expenses or costs. No self-insured retention or SIR under an insurance policy will be allowed without prior approval of Grantor.

8.5. Grantee fully understands and covenants and agrees to apprise all of its employees and all subcontractors and their employees that (a) the performance of this Agreement and any entry upon the Road involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY AND DEATH; and (b) there may be other risks and social and economic losses either not known to Grantee and any of its employees or subcontractors and their employees (as applicable) or not readily foreseeable at this time. Notwithstanding the foregoing, Grantee and each of the subcontractors and of their collective employees (as applicable) FULLY ACCEPT ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES incurred as a result of their performance of the services contemplated hereunder and any entry upon the Road.

9. Environmental Laws.

9.1. Definitions. The following words and phrases will have the meanings set forth below:

9.1.1. "Environment" means the surface water (including stream courses, lakes and reservoirs), ground water, drinking water supply, land surface (including stream banks) or subsurface strata and air.

9.1.2. "Environmental Claim" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations or proceedings arising under any Environmental Law or arising under any permit issued under any Environmental Law, including (without limitation) (a) any and all claims made by governmental authorities for enforcement, cleanup, attorneys' fees, response costs, removal, remedial or corrective actions, damages, fines or penalties pursuant to any applicable Environmental Law, including (without limitation) claims resulting in any judicial or administrative order, consent decree or judgment; or (b) any and all claims by any third party seeking damages, attorneys' fees, contribution, indemnification, cost recovery, compensation or injunctive relief under any Environmental Law or for any alleged injury or threat of injury to the Environment, safety or health.

9.1.3. "Environmental Law(s)" means any applicable statute, law, rule, regulation, ordinance or code relating to pollution, protection of the Environment, sensitive, threatened or endangered species, public safety or health, forest practices or the regulation of Hazardous Substances.

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Such term shall also include any new Environmental Laws or amendments to pre-existing Environmental Laws becoming effective after the Effective Date.

9.1.4. "Hazardous Substance" means any material, waste, contaminant (including, without limitation, petroleum, crude oil or any fraction thereof) or other substance, defined as hazardous or toxic by any Environmental Laws, including any of the following laws as amended from time to time: (a) the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund Amendments and Reauthorization Act), 42 U.S.C. § 9601 *et seq.*; (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*; (c) the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; (d) the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; (e) the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; (vi) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; and (f) all laws of the state(s) in which the Road is located that are based on, or substantially similar to, the federal statutes listed in parts (a) through (f) of this Section 9.1.4.

9.2. Grantee's Notice of Environmental Claim. If any Environmental Claim arises against Grantee, Grantor or any real property which is the subject of or affected by this Agreement, including (without limitation) the Road, resulting from Grantee's operations under this Agreement, Grantee shall notify Grantor by facsimile or electronic transmission within twenty-four (24) hours and in writing within two (2) days after Grantee first receives notice of such Environmental Claim and shall provide Grantor with a copy of each document reflecting such event.

9.3. Grantee's Agreement to Comply with Environmental Laws. Grantee agrees that, during the term of this Agreement and any extensions thereof, it will comply with all Environmental Laws. When permits, licenses or generator or transporter identification numbers are required by an Environmental Law, Grantee shall provide to Grantor a copy of such permit, license or generator or transporter identification number within seven (7) days of receipt by Grantee.

9.4. Storage, Use, Handling and Disposal of Hazardous Substances. In the event Grantee has occasion or need to dispose of any Hazardous Substance, and unless otherwise agreed in writing, Grantee shall retain an independent hazardous waste disposal firm to dispose of any and all such substances at an off-site facility which has been properly approved, licensed and authorized to accept such substances. Grantee shall ensure that the disposal firm is properly licensed and in good standing with the applicable regulatory authorities for such work, and that it has all required transporter identification numbers.

9.5. Spill Prevention and Preparedness. At all times during the use of heavy machinery and/or equipment on the Road, Grantee will make every effort to prevent leaks and spills of oil, petroleum products and other Hazardous Substances through proper handling and storage of these materials, and the routine maintenance, service and repair of any such machinery or equipment. In addition, Grantee shall ensure that the appropriate containers, tools and materials, or spill kits, are available on site to contain and clean up any such spills or leaks.

9.6. Spill or Release of Hazardous Materials. In the event of a spill or release of oil or Hazardous Substance by Grantee on the Road or any other property owned by Grantor, Grantee shall promptly comply with all federal, state and local spill notification and response requirements, including (without limitation) all federal and state health and safety requirements. Without limiting Grantee's obligations under this Section 9, Grantee shall at a minimum: (a) prevent further spilling or release; (b) take appropriate corrective actions to mitigate the spill; and (c) immediately notify Grantor. Further, and without limiting the foregoing, Grantee shall remediate any soil or roads stained or contaminated with any petroleum or other Hazardous Substances, and shall remediate and be responsible for all loss or damage incurred by Grantor or third parties arising from Grantee's contamination of surface or subsurface water.

10. Laws, Regulations and Orders

10.1. Grantee warrants and represents to Grantor as follows:

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10.1.1. Grantee and its subcontractors will use the Road in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended;

10.1.2. Grantee and its subcontractors will comply with all applicable laws rules and regulations of federal, state and local governments and agencies thereof, including but not limited to Executive Order 11246 (Equal Employment Opportunity), Executive Order 11458 (Minority Business Enterprise), Public Law 93-112, § 503 (Rehabilitation Act of 1973), Public Law 93-508, § 402 (the Vietnam Era Veterans Readjustment Act of 1974) and Public Law 95-507, § 211 (Contract Opportunities for Certain Small Business Concerns).

10.1.3. Grantee and its subcontractors will comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970;

10.1.4. Grantee and its subcontractors will comply with the Migratory and Seasonal Agricultural Worker Protection Act, as applicable, including but not limited to all registration, payment, record keeping, safety, and posting requirements.

10.1.5. Grantee and its subcontractors will comply with all Environmental Laws and all policies of the Grantor pertaining to environmental protections and pollution.

11. Choice of Law.

This Agreement shall be governed by the laws of the State of Washington. Grantor and Grantee represent that they are legally organized entities authorized to enter into this Agreement and that their representative executing this Agreement is duly authorized to bind the entity to the terms of this Agreement without further approvals.

12. Venue, Expert and Attorney Fees.

12.1. In the event any action, suit or legal proceeding is instituted by either Party to this Agreement, venue will be set in Clark County, WA, the Prevailing Party will be entitled to recover from the losing Party both reasonable attorneys' fees and reasonable expert witness fees as determined by the court, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorneys' fees and expert witness fees will be in addition to other costs and disbursements allowed by law. "Prevailing Party" will be determined by any court, as the true prevailing Party (not statutorily prevailing Party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

12.2. If Grantor becomes involved in litigation (as a plaintiff, defendant, or cross-claimant or cross-defendant) by reason of any debt incurred by Grantee, any alleged personal or bodily injury or property damage related to Grantee or Grantee's conduct related to this Agreement, including (without limitation) damage arising from the occurrence of a forest fire, or any matter for which Grantee has an indemnity obligation hereunder, then Grantee agrees to fully defend Grantor, using lawyers chosen by Grantor in its sole and absolute discretion, upon Grantor tendering its legal defense to Grantee. Should Grantee refuse the tender of defense, then Grantee will be liable to Grantor for all Grantor's costs and fees incurred in connection with such litigation.

13. Event of Default; Remedies.

13.1. If Grantee shall fail to observe or abide by any of the terms and conditions of this Agreement (each, an "Event of Default"), then Grantor, by notice in writing to Grantee, may cancel and terminate the rights hereby granted to Grantee. Such termination shall be without prejudice to any claims of Grantor against Grantee theretofore accrued or arising after cancellation of the rights under this

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Agreement. Upon such termination Grantee shall immediately discontinue the use the Road, and shall be liable for trespass for any continued use. Grantor may, at its option, pursue any one or more of the following remedies, which remedies are cumulative and not exclusive:

13.1.1. Immediately terminate this Agreement;

13.1.2. Pursue any and all other remedies available to Grantor at law or in equity.

13.2. Whether or not Grantor elects to terminate the Agreement, Grantee shall be obligated to pay Grantor all damages sustained by reason of Grantee's default, including incidental or consequential damages, lost profit, and any costs incurred in completing any of the performance or nonperformance of Grantee's obligations hereunder. All money due to Grantor under this Agreement shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. The remedies provided herein are cumulative and in addition to any other remedies to which Grantor is entitled in the case of a material breach or threatened material breach of this Agreement, whether provided in law or in equity.

13.3. In the event of a material breach of this Agreement by Grantor, Grantee's exclusive remedy will be limited to actual and direct damages resulting directly from Grantor's breach. Grantor will not be liable for any indirect, incidental, punitive, consequential, or speculative damages, whether in contract or tort.

14. Waiver.

Time is of the essence in the performance of this Agreement. Failure by Grantor at any time to require strict performance by Grantee of any provision hereof shall in no way affect Grantor's rights hereunder to enforce such provision nor shall any waiver by Grantor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

15. Assignment.

This Agreement shall not be assigned or sublet by Grantee without the prior written consent of Grantor, except that the Road may be used by any employee, contractor or representative of Grantee for the purpose of engaging in Grantee's operations set forth in paragraph 1.1 of this Agreement and for whom Grantee hereby assumes full responsibility and liability. Grantor may assign its rights and obligations under this Agreement without the consent of Grantee.

16. Notice.

All notices, consents, claims, demands and waivers under this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when delivery is received or rejected by the addressee if sent by a nationally recognized overnight courier that retains evidence of delivery; (c) on the date sent by e-mail of a .pdf document if sent during normal business hours of the recipient and followed within a reasonable time by delivery of notice by another means authorized by this Section 16 (provided that such notice will be effective on the next business day if sent after normal business hours of the recipient); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 16).

GRANTOR:

Bascom Pacific, LLC
c/o Campbell Global, LLC
Attn: Legal Department
1300 SW 5th Ave; Suite 3200

GRANTEE:

Washington State Department of Natural Resources
PO Box 280
Castle Rock, WA 98611
Phone: Other Party Phone

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Portland, OR 97201
Phone: (503) 275-9675
Email: CG_Notifications@campbellglobal.com

Attn: Scott Sargent
Phone: Other Party Phone

Field Cod

With a copy to:
Bascom Pacific, LLC
c/o Campbell Global, LLC
P.O. Box 1060
1000 S. 13th Ave
Kelso, WA 98626
Phone: 360-640-8182
Email: wesley.romberg@campbellglobal.com

17. Survival of Covenants.

The covenants and obligations of Grantee shall continue until such time as all work of Grantee, including equipment removal, has been completed and shall survive to cover any expense, liability or claim of liability arising out of the acts, omissions or performance of this Agreement by Grantee. The terms Grantee and Grantor shall and do include and extend to the heirs, representatives, successors and assigns of the parties hereto.

18. Severability.

If any terms or provisions of this Agreement are determined to be unenforceable, the remaining terms and provisions shall remain in full force and effect. If subsequent to the date of this Agreement valid state or federal laws or regulations governing the relationship between Grantor and Grantee take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.

19. Construction of Agreement.

Section headings in this Agreement are for convenience only, and shall not be considered a part of this Agreement or used in its interpretation. If one of more of the provisions hereof are ruled invalid, it shall not impair the enforceability of the remainder of this Agreement.

20. Counter Part.

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by copy delivered by facsimile or .pdf electronically transmitted, provided a fully executed copy shall be provided to the other Party.

21. Notification to Grantee.

Streams and other waterways located on the Contract Area or other Company Property are or may be inhabited by species of salmon and steelhead that are listed as threatened or endangered under the Endangered Species Act, 16 USC 1531 et. seq. (the "ESA"). Under the ESA, it is unlawful to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect any endangered species and certain threatened species. This includes significant habitat modification or degradation that actually kills or injures fish by significantly impairing essential behavioral patterns. All activities of Contractor and its subcontractors under this Agreement or on the Contract Area or other Company Property must be undertaken in a manner consistent with the ESA and pursuant to any incidental take permit that may be required by law. Additionally, prior to the use of the Contract Area or any other Company Property, Contractor shall inspect

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it for evidence of habitation of any species of fish, wildlife and plants which may from time to time be listed as threatened or endangered under the ESA, or any related state or local laws. Contractor shall immediately report to Company the presence of, or any evidence of, habitation by any such threatened or endangered species. If Contractor or any of its subcontractors discovers evidence of habitation by, or the presence of, any threatened or endangered species at any time during the term of this Agreement, Contractor shall promptly advise Company and the appropriate agency or agencies of such evidence. Contractor shall adhere to the requirements of such agency or agencies with respect to the continued use of the Contract Area and any other Company Property. In addition, Contractor agrees to notify Company prior to submitting any requests for or obtaining any permits or any licenses whatsoever required by the ESA, and Contractor will immediately provide Company with a copy of such permit or license..

22. Final Agreement.

This document is the entire and complete agreement of the parties. There are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by either party to the other with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. Any amendment, modification, or addendum to this Agreement must be in writing and executed by both Grantor and Grantee in order to be effective and binding.

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23. No Recordation.

Neither this Agreement, nor any memorandum or other evidence thereof, shall be recorded in the land records of the county(ies) or parish where the Road is located.

IN WITNESS WHEREOF, the Parties hereto have executed this Road Use and Maintenance Agreement as of the day and year as first above written.

GRANTOR:

Bascom Pacific, LLC
By: Campbell Global, LLC
Its: Authorized Agent

By: Wesley C. Romberg
Name: Wes Romberg
Title: Area Manager

GRANTEE:

Washington State Department of Natural Resources

By: Scott Sargent
Name: Scott Sargent
Title: _____

Reviewed By: Brian Carbaugh

Attachments:

Exhibit A - Road Map and Description

55-107240

EXHIBIT A Road Map and Description

Exhibit A Portion of Section(s) 13n07w09 W.M.

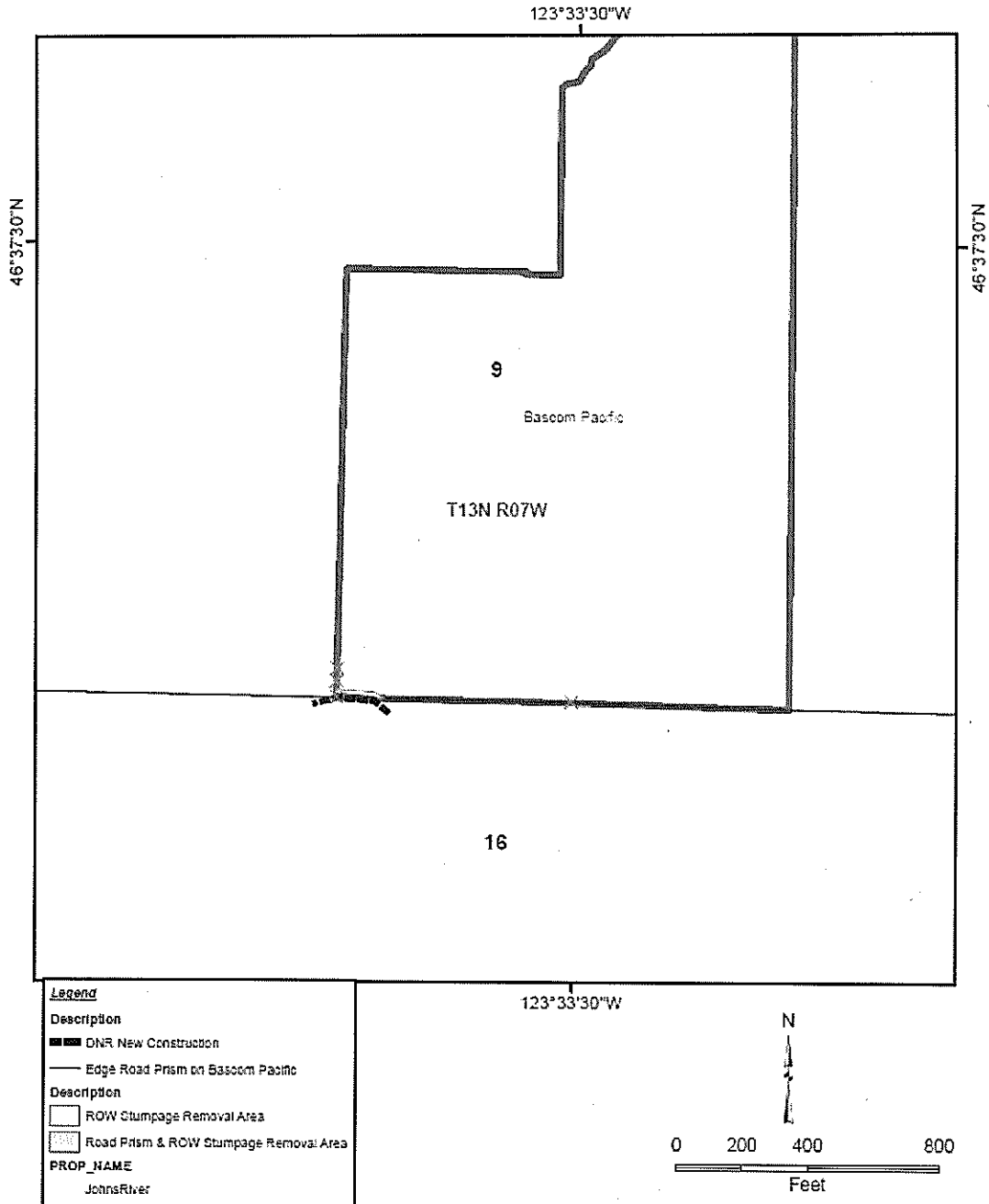
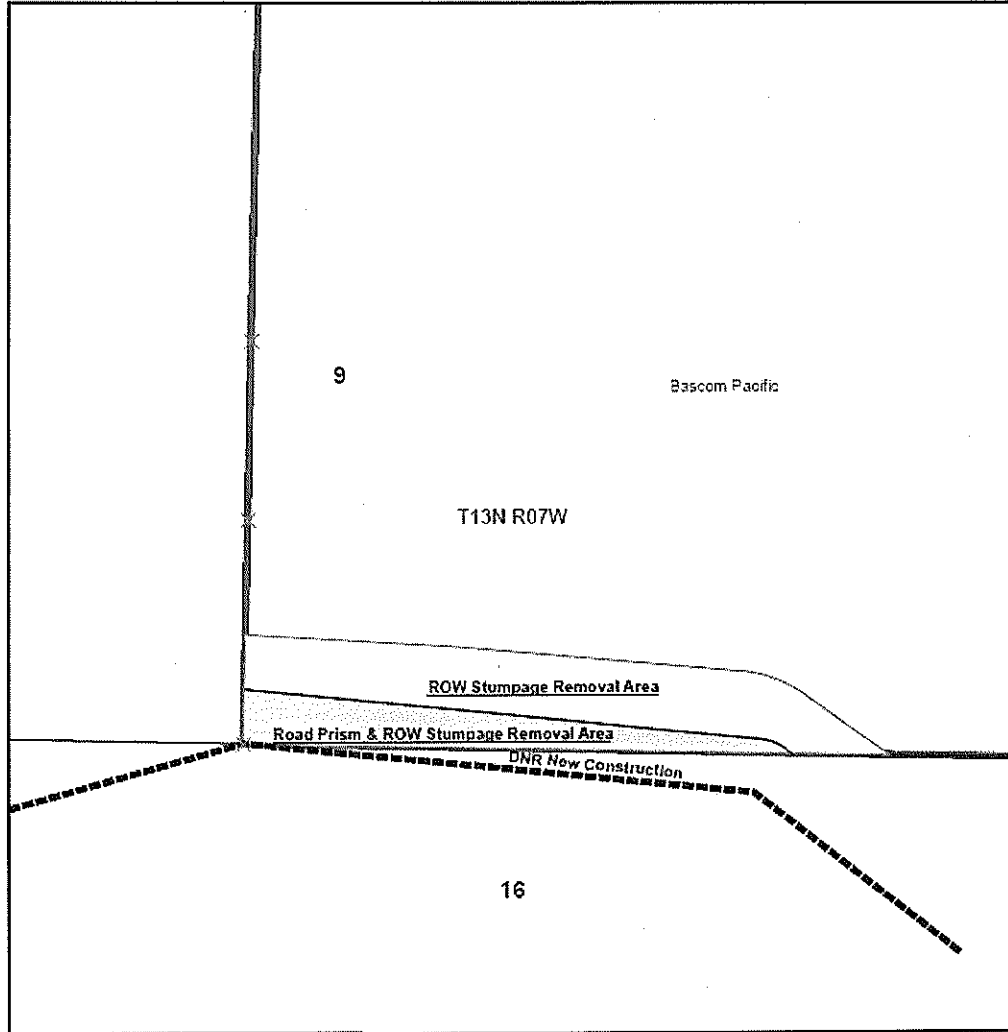


Exhibit A - Detail

Portion of Section(s) 13n07w09 W.M.



Legend	
Description	
DNR New Construction	
Edge Road Prism on Bascom Pacific	
Description	
ROW Stumpage Removal Area	
Road Prism & ROW Stumpage Removal Area	
PROP_NAME	JohnsRiver

