

Washington DNR Timber Sales Program

Updated information is being provided for Cabbage Patch Timber Sale #30-103592 documents as follows:

**Documents amended:**

<b>Brief Description</b>	<b>DATE</b>	<b>Initials</b>
<b>Timber Notice of Sale</b> Notification of current legal appeal.	12/10/2024	AKM
<b>Timber Sale Contract</b> Clause G-060 – Added notification of current legal appeal.	12/10/2024	AKM
<b>Document added</b> – Notice of Legal Appeal letter	12/10/2024	AKM



**DEPARTMENT OF NATURAL RESOURCES**

**PRODUCT SALES & LEASING DIVISION**

1111 WASHINGTON STREET SE  
P.O. BOX 47014  
OLYMPIA, WA 98504-7014

**360-902-1600**  
[WWW.DNR.WA.GOV](http://WWW.DNR.WA.GOV)

**To: Prospective Purchasers of Juneau and Cabbage Patch Timber Sales**

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

**Subject: Notice of Legal Appeal**

**Date: December 9, 2024**

This letter is to ensure you are aware that the **Legacy Forest Defense Coalition** filed a legal appeal on the **Juneau and Cabbage Patch Timber Sales (Agreement No. 30-102082 and 30-103592, respectively)** and associated environmental review. Language about the lawsuit has been added to the Notice of Sale.

**The appeal requests:**

- An order invalidating the decision to approve the **Juneau and Cabbage Patch** projects for auction,
- An order invalidating the SEPA Determination of Non-Significance for the **Juneau and Cabbage Patch** projects as violating SEPA,
- A declaration that the **Juneau and Cabbage Patch** projects could have probable, significant adverse impacts to the environment, necessitating preparation of an Environmental Impact Statement,
- An order enjoining or requiring DNR to enjoin all forest practices pursuant to the **Juneau and Cabbage Patch** projects,
- An order requiring DNR to mitigate for any and all impacts of the **Juneau and Cabbage Patch** timber sales 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 **Thurston County Superior Court** as **Case No. 24-2-04245-34**.

**Please consult an attorney before bidding on these sales 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 **December 17, 2024**.

**Please be aware:**

- Appellants may request a temporary restraining order or preliminary injunction from the court.
- Your bid on the **Juneau and Cabbage Patch** timber sales, 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:** CABBAGE PATCH

**AGREEMENT NO:** 30-103592

**AUCTION:** December 17, 2024 starting at 10:00 a.m., **COUNTY:** Grays Harbor, Thurston  
South Puget Sound Region Office, Enumclaw, WA

**SALE LOCATION:** Sale located approximately 12 miles west of Olympia, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber, except trees bounded out by yellow leave tree area tags, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white Timber Sale Boundary tags and the B-4500 Road in Units #1 and #2; white Timber Sale Boundary tags, BPA right-of-way, and the B-4500 and B-4000 roads in Unit #3; white Timber Sale Boundary tags, and the B-Line, KC-2100, and KC-3000 roads in Unit #4; white Timber Sale Boundary tags and the KC-Line in Unit #5;

All timber bounded by orange right of way tags in Unit #6, except title to the timber within the right of way boundary tags is not conveyed to the Purchaser unless the associated BPA-2674 Ext. Road is actually constructed.

All forest products above located on part(s) of Sections 22, 26, 27, 28, 29 and 32 all in Township 18 North, Range 4 West, W.M., containing 197 acres, more or less.

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227) and FSC 100% raw materials under the Forest Stewardship Council® Standard (cert no: BV-FM/COC-080501).  
*Only Unit #5 is FSC Certified.*

**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	20.5	8	5,640				242		3,590	1,526	221	61
Hemlock	21.5		2,057						1,577	391	70	19
Red alder	14.7		647						165	193	238	51
Redcedar	23.8		95							85	10	
Spruce	33		13						11	2		
Sale Total			8,452									

**MINIMUM BID:** \$3,165,000.00 **BID METHOD:** Sealed Bids

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

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

**BID DEPOSIT:** \$316,500.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Harvesting activities are estimated to be 38 percent cable and 62 percent ground based harvest. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 55 percent or less, all other ground based equipment limited to sustained slopes of 45 percent or less. Rubber tired skidders



## TIMBER NOTICE OF SALE

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not allowed, except 6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires are allowed in all units. Tracked skidders allowed in all units. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.

Falling and yarding in Units #2 and #6 will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator. Falling and yarding in all units will not be permitted on weekends or State recognized holidays unless authorized in writing by the Contract Administrator.

### **ROADS:**

11.20 stations of required construction. 33.48 stations of optional construction. 771.56 stations of required prehaul maintenance. 29.48 stations of abandonment, if constructed. Purchaser maintenance on the BPA-2674 (KC-9800 intersection to BPA-2674 Ext. intersection), BPA-2674 Ext., KC-9700 (B-4500 intersection to KC-9800 intersection), KC-9800, B-4500, B-4580, B-4000 (within and directly adjacent to Unit #3), KC-2100 (within Unit #4), B-Line (directly adjacent to Unit #4), KC-Line (directly adjacent to Unit #5), KC-3000, and B-2700 (if used for mobile tailhold access) roads. Designated maintenance on all other roads used.

Rock for this proposal may be obtained from the Stinkfoot Quarry, and from the existing stockpile at the Stinkfoot Quarry per Road Plan clause 6-3, at no cost to the Purchaser or any commercial rock source at the Purchaser's expense. If rock development occurs in the Stinkfoot Quarry, Purchaser must conduct operations in accordance with the Stinkfoot Quarry Development Plan per Road Plan clause 6-10.

All road work activities (except for the streambed maintenance on the B-4000 as noted below) will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authority to do so is granted, in writing, by the Contract Administrator. If permission is granted to operate from November 1 to April 30, a maintenance plan may be required per Road Plan clause 1-26. In addition, the streambed maintenance on the B-4000 Road at station 40+70 will not be permitted from October 1 to July 14, unless authorized in writing by the **State**.

The hauling of forest products on the BPA-2674 Ext. will not be permitted from November 1 to April 30 unless authorized in writing by the Contract Administrator. If permission is granted to operate on the BPA-2674 Ext. from November 1 to April 30, preventative measures may be required to protect water, soil, roads, and other forest assets. In addition, hauling in all units will not be permitted on weekends or State recognized holidays unless authorized in writing by the Contract Administrator.

### **ACREAGE DETERMINATION**

**CRUISE METHOD:** Acreage was determined by traversing boundaries by GPS in all units and length times width for existing roads in Units #3 and #4. GPS data files are available at DNR's website for timber sale auction packets. See cruise narrative for cruise method.

**FEES:** \$143,684.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:** The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the Cabbage Patch Timber Sale (Agreement No. 30-103592) to Thurston County Superior Court, case No. 24-2-04245-34. Please consult an attorney before bidding on this sale if you have questions about the risk of impacts to operability under the contract. To ensure this information reaches prospective bidders, we will allow a 2-



## TIMBER NOTICE OF SALE

minute opportunity to remove any submitted bids for Cabbage Patch Timber Sale before opening the envelopes.

This sale contains high quality Douglas-fir sawlogs and Douglas-fir and red cedar poles. See Cruise.

Purchaser shall cut all hardwood stems 6 feet tall or greater within the harvest units, leaving a stump no more than 12 inches in height.

There is required streambed maintenance within an existing pipe on the B-4000 at station 40+70. This involves removing 16 inches of material within the pipe, washing in fines into the remaining layer, and reinstalling 16 inches of mixed streambed material. See Road Plan clauses 1-25, 11-1, 11-2, 11-3, and 11-4 for full details.

Unit #6 (R/W) and a portion of the BPA-2674 Ext. Road cross through a Wetland Management Zone and requires mitigation (see Road Plan sections 3, 8, 9, and 11). The temporary pipe installed at the Type 4 stream crossing is allowed to overwinter for the life of the contract.

Yarding may be difficult in the southern portion of Unit #2 due to the location of non-tradeable leave tree clumps protecting unstable slopes. It may be necessary to pre-bunch logs when yarding in this area.

There are multiple recreation trails located in Unit #5. These are to be restored to original pre-harvest condition following harvest per Schedule A-Recreation Trail Clean Out and Repair.

Trees may not be used for tailholds within tailhold restriction areas adjacent to units or within non-tradeable leave tree areas inside the units to protect areas of potentially unstable slopes per clause H-141.

Purchaser shall abate dust on the B-Line from stations 638+35 to 647+00 per Contract Administrator discretion.

Purchaser must notify BPA and Contract Administrator a minimum of 5 calendar days prior to any timber harvest in Unit #3 and any road work activities on the BPA-2674 and KC-9800 roads due to close proximity to overhead powerlines.

The KC-Line gate (Master H-957) is to remain locked at all times except during periods of active haul.

There are residual blue painted trees from a previous thinning in Unit #5. Blue painted trees are take trees, unless located within tagged leave tree area clumps.

Sale area may be inaccessible due to snow at any time during winter operating period.

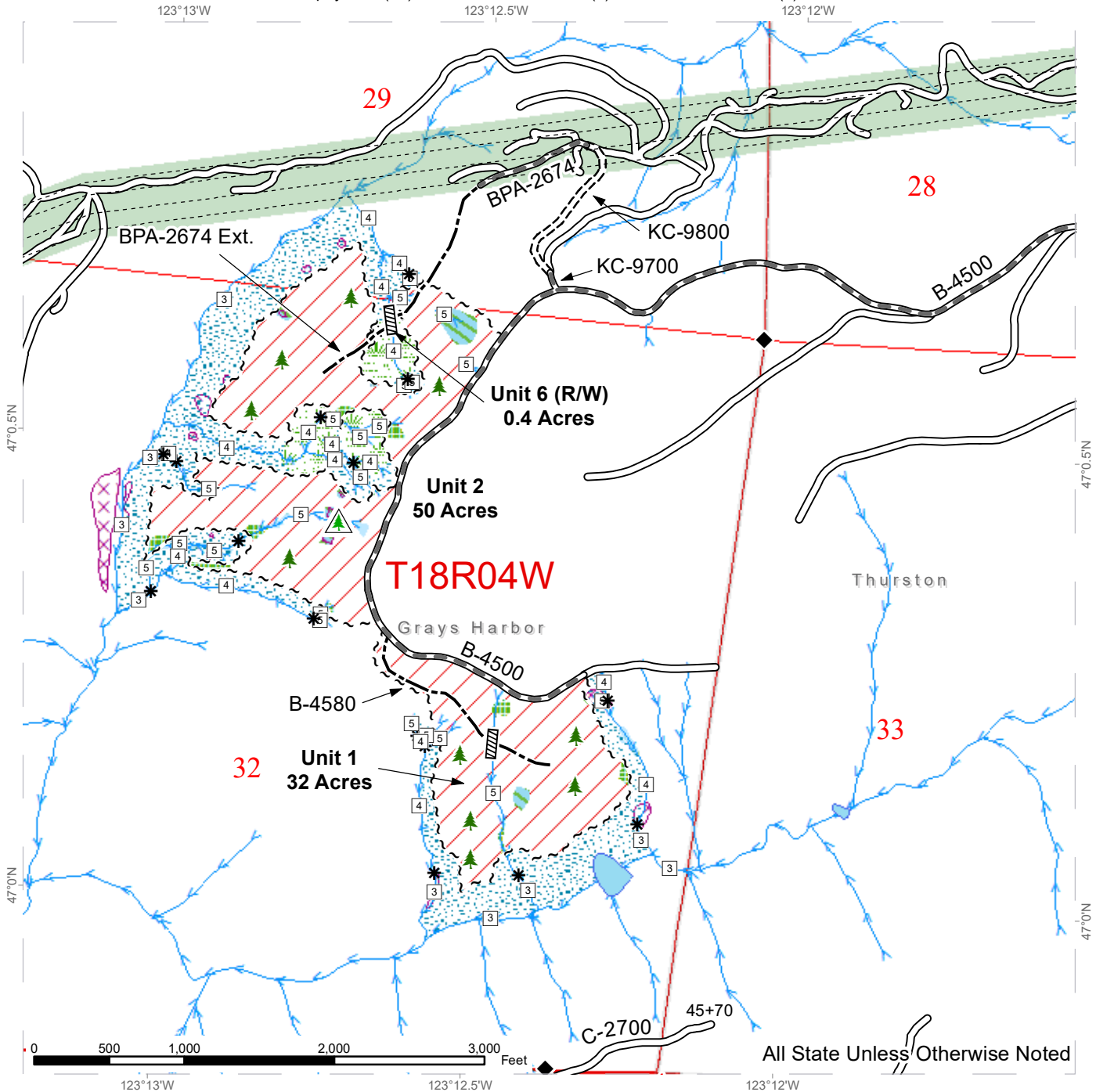
Note to cruisers and appraisers: Please refrain from leaving pink, orange, or blue flagging from your cruises in or around the sale area to avoid confusion with DNR's marking. Additionally, for the safety of the public, please remove from roads and trails all string from string boxes used during appraising or cruising this sale.

See map for gate locations. Gate keys may be obtained by contacting the South Puget Sound Region office at (360) 825-1631 or by contacting Sam Lake at (360) 628-3868.

# TIMBER SALE MAP

**SALE NAME:** CABBAGE PATCH  
**AGREEMENT #:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



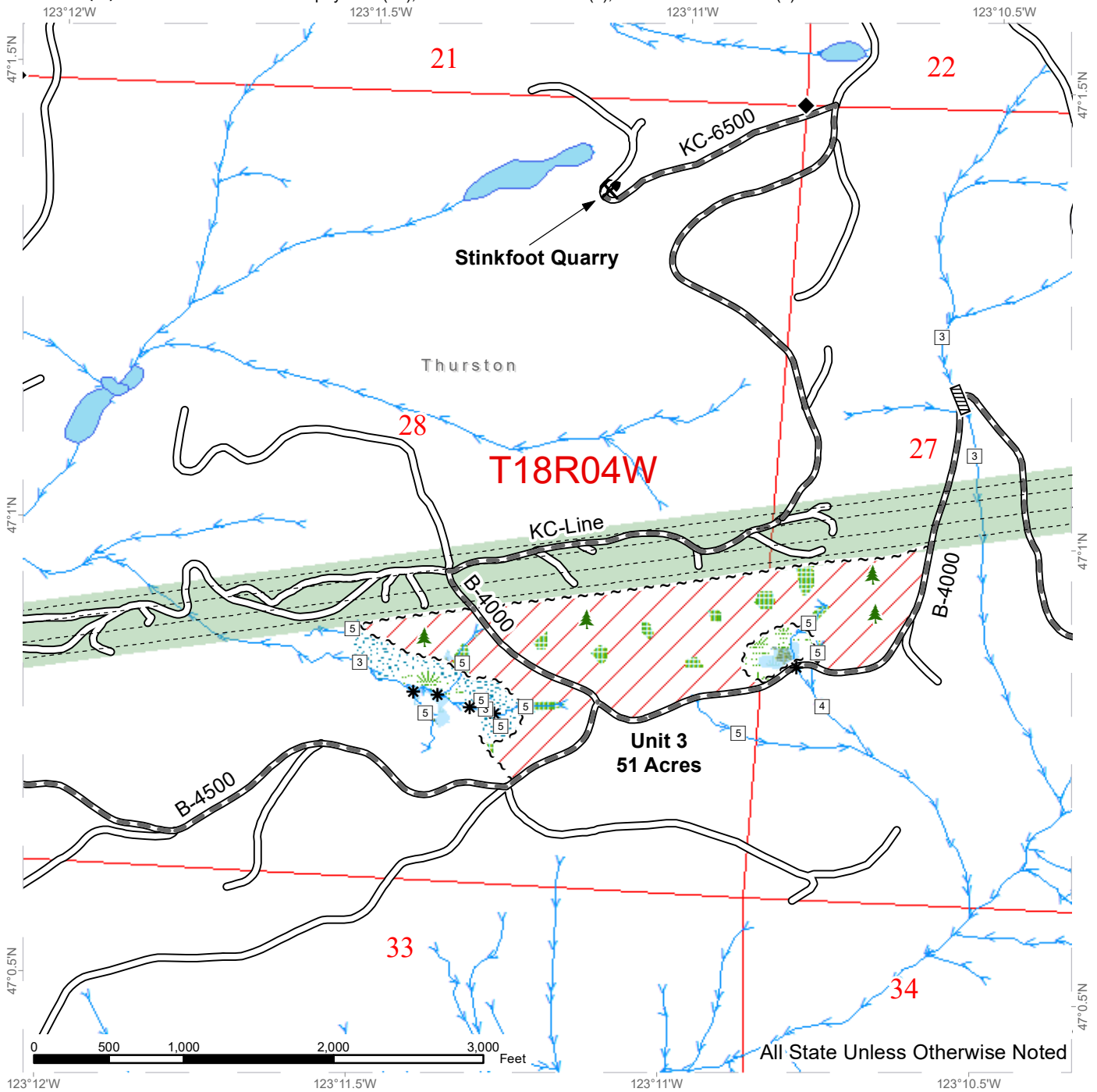
Sale Area	Stream Type	Non-Tradeable Leave Clump
Sale Boundary Tags	Stream Type Break	Leave Tree Area
Right of Way Tags	Survey Monument	Riparian Mgt Zone
Existing Roads	Culvert	Forested Wetland
Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre	Wetland Mgt Zone
Required Construction	Non-Tradeable Leave Trees	Tailhold Restriction Area
Optional Construction	BPA Corridors	
Streams	BPA Transmission Lines	



# TIMBER SALE MAP

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All State Unless Otherwise Noted

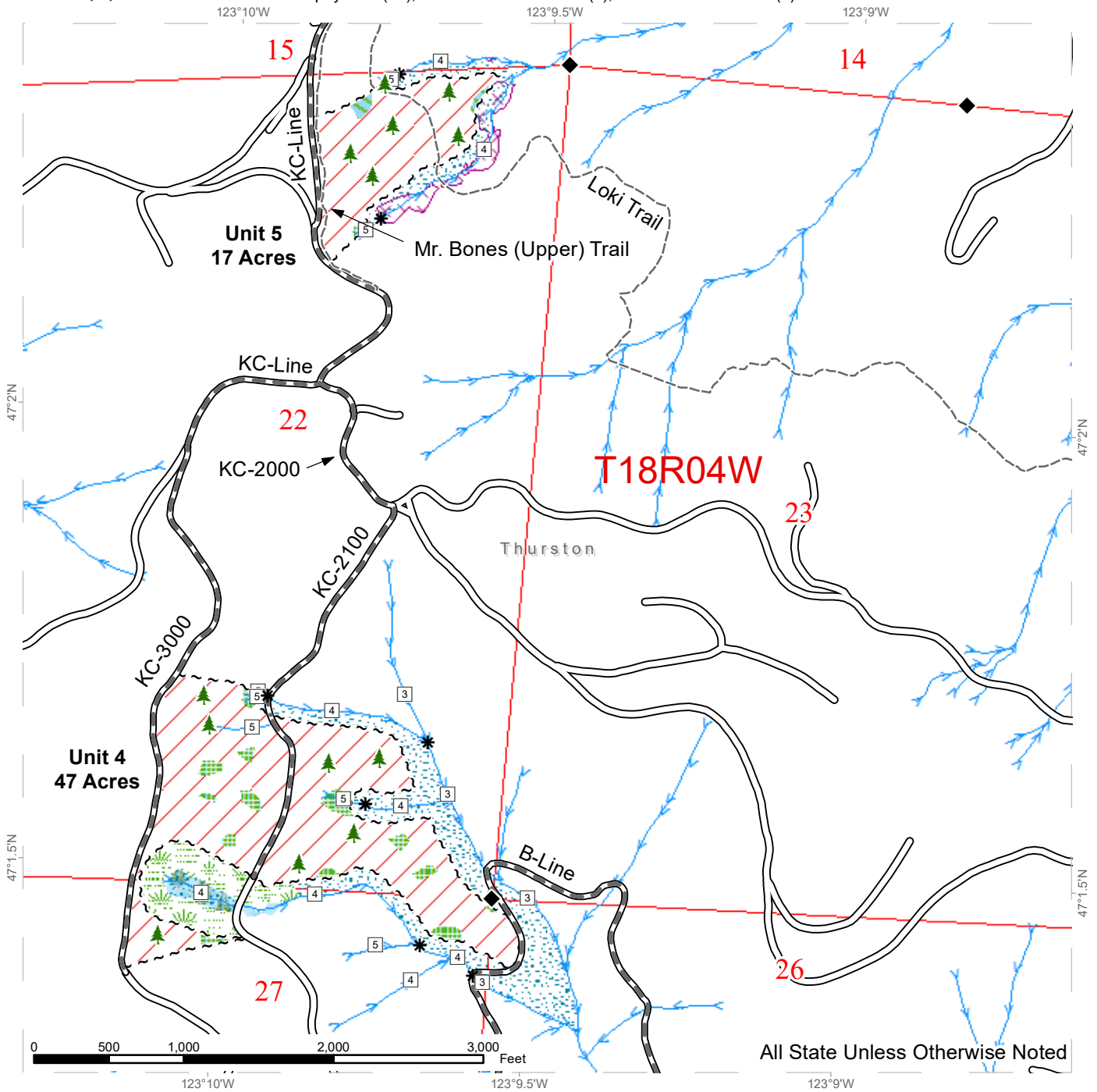
	Sale Area		Survey Monument		Riparian Mgt Zone
	Sale Boundary Tags		Culvert		Forested Wetland
	Existing Roads		Leave Tree Area <1/4-acre		Wetland Mgt Zone
	Required Pre-Haul Maintenance		Rock Pit		BPA Corridors
	Streams		BPA Transmission Lines		Leave Tree Area
	Stream Type				
	Stream Type Break				



# TIMBER SALE MAP

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**ELEVATION RGE:** 720-1960



	Sale Area		Survey Monument		Wetland Mgt Zone
	Sale Boundary Tags		Leave Tree Area <1/4-acre		Tailhold Restriction Area
	Existing Roads		Recreation Trails		Non-Tradeable Leave Clump
	Required Pre-Haul Maintenance		Leave Tree Area		Riparian Mgt Zone
	Streams		Forested Wetland		
	Stream Type				
	Stream Type Break				





# DRIVING MAP

**SALE NAME:** CABBAGE PATCH  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



	Timber Sale Unit
	Haul Route
	Other Road
	Highway
	Milepost Markers
	Distance Indicator
	Gate (Master H-957)
	Rock Pit
	County Boundaries

**DRIVING DIRECTIONS:**  
 See attached driving directions.



**DRIVING DIRECTIONS:**

From US Highway 8 (west of milepost 14), turn south onto the KC-Line and travel past the gate 2.2 miles to Unit 5.

For Unit 4, continue 0.5 miles on the KC-Line. For the center of the unit, turn left onto the KC-2000 and continue 0.2 miles. Turn right (south) onto the KC-2100 and travel 1.0 miles to reach the unit. For the top of the unit, continue 0.2 miles on the KC-Line from the KC-Line/KC-2000 junction. Turn left onto the KC-3000 and continue 1.0 miles to the unit.

For Stinkfoot Quarry, continue 1.0 miles on the KC-Line from the KC-Line/KC-3000 junction, then turn right (west) onto the KC-6500. Continue 0.4 miles to reach the quarry.

For Unit 3, continue 1.2 miles on the KC-Line from the KC-Line/KC-6500 junction. Turn left (south) onto the B-4000, then travel 0.3 miles to the unit.

For Units 1, 2, and 6 (R/W), turn right (west) onto the B-4500 from the B-4000. Continue 1.6 miles on the B-4500 to reach Unit 2 and Unit 6 (R/W), and continue an additional 1.0 miles for Unit 1.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-103592**

**SALE NAME: CABBAGE PATCH**

**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 December 17, 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 trees bounded out by yellow leave tree area tags, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white Timber Sale Boundary tags and the B-4500 Road in Units #1 and #2; white Timber Sale Boundary tags, BPA right-of-way, and the B-4500 and B-4000 roads in Unit #3; white Timber Sale Boundary tags, and the B-Line, KC-2100, and KC-3000 roads in Unit #4; white Timber Sale Boundary tags and the KC-Line in Unit #5;

All timber bounded by orange right of way tags in Unit #6, except title to the timber within the right of way boundary tags is not conveyed to the Purchaser unless the associated BPA-2674 Ext. Road is actually constructed.

All forest products described above located on approximately 197 acres on part(s) of Sections 22, 26, 27, 28, 29, and 32 all in Township 18 North, Range 4 West W.M. in Grays Harbor, and Thurston County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Recreation Trail Clean Out and Repair

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.

- b. Completion of all required roads and compliance with all contract and regulatory requirements.
- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the total contract price.

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

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

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

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

- e. Payment of \$1,030.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

**G-053 Surveys - Sensitive, Threatened, Endangered Species**

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

**G-060 Exclusion of Warranties**

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents

are estimates only, provided solely for administrative and identification purposes.

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

The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the Cabbage Patch Timber Sale (Agreement No. 30-103592) to Thurston County Superior Court, case No. 24-2-04245-34. This sale was advertised advising bidders to consult an attorney before bidding to consider the risk of impacts to operability under this contract. To ensure this information reached prospective bidders, we allowed a 2-minute opportunity to remove any submitted bids for Cabbage Patch Timber Sale before opening the envelopes.

#### G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator.

Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator



safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

**G-101 Forest Products Not Designated**

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

The pricing schedule has not been set for the sale.

**G-106 Adding Naturally Damaged Forest Products**

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

**G-111 Title and Risk of Loss**

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

**G-115 Forest Stewardship Council® (FSC® C012959) Certification**

Forest products purchased under this contract are FSC 100% certified as being in conformance with the Forest Stewardship Council Forest Management Standard under certificate number: BV-FM/COC-080501. This only applies to Unit #5.

**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 Enumclaw, 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; the B-Line, KC-Line, B-4000, B-4500, B-2700 (for mobile tailhold use only), KC-2100, KC-3000, KC-9000, KC-9060, KC-2000, KC-6500, BPA-2674, BPA-2674 Ext., A-4000, A-5000 (KC-Line intersection to A-4000 intersection), KC-9700 (B-4500 intersection to KC-9800 intersection), KC-9800, and B-4580 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

**G-330 Pre-work Conference**

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

**G-340 Preservation of Markers**

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

**G-360 Road Use Reservation**

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

**G-370 Blocking Roads**

Purchaser shall not block the KC-Line, B-Line, or B-4000 roads, 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 #55-000215, entered into between State of Washington Department of Natural Resources and Al and Lois A. Parks, dated 8/9/1967.

Easement #55-084100 entered into between the State of Washington Department of Natural Resources and the State of Washington Department of Transportation, dated December 3, 2008.

**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: Overhead Transmission Lines

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-001315

Granted: 7/2/1952

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Overhead Transmission Lines

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-001316

Granted: 5/20/1957

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Road

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-001317

Granted: 7/2/1952

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Road

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-001318

Granted: 4/18/1952

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Road

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-001319

Granted: 4/18/1952

Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-001320  
Granted: 8/12/1954  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-001321  
Granted: 8/12/1954  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-001323  
Granted: 5/21/1957  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-004515  
Granted: 4/14/1958  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-004516  
Granted: 4/14/1958  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-004518  
Granted: 3/21/1958  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-029039  
Granted: 5/1/1964  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-029042  
Granted: 5/1/1964  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-029043  
Granted: 7/1/1964  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-036770  
Granted: 9/25/1973  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Overhead Transmission Lines  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-043481  
Granted: 4/15/1981  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Trail  
In Favor of: Department of Natural Resources  
Disclosed by Application No.: 50-070357  
Granted: 4/13/1998  
Expires: 1/31/2047

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Northwest Pipeline Corporation  
Disclosed by Application No.: 50-073640  
Granted: 3/13/2003  
Expires: 3/12/2033

Pending Applications

Lease, including the terms and provisions thereof,  
For: Land Use License  
In Favor of: 10,000 Year Institute  
Disclosed by Application No.: 60-107420  
Application Date: 6/14/2024

Region Encumbrances

Lease, including the terms and provisions thereof,  
For: Minor Forest Products  
In Favor of: DNR – South Puget Sound Region  
Disclosed by Application No.: 35-SPSGH02  
Granted: 1/1/2015  
Expires: Indefinite

Lease, including the terms and provisions thereof,  
For: Minor Forest Products  
In Favor of: DNR – South Puget Sound Region  
Disclosed by Application No.: 35-SPSTC01  
Granted: 1/1/2015  
Expires: Indefinite

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

Special Notations

Located within the Medicine Creek Treaty area. Intergovernmental agreements for vehicle access with Squaxin Island Tribe, Puyallup Tribe, Muckleshoot Tribe, and Nisqually Indian Tribe.

## 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 \$219,752.00. The total contract price consists of a \$0.00 contract bid price plus \$219,752.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

## P-045 Guarantee of Payment

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

## P-050 Billing Procedure

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

## P-080 Payment Account Refund

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

## P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall



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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Falling and yarding will not be permitted from November 1 to April 30 in Units #2 and #6, nor on weekends or State recognized holidays in all units, unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Purchaser shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the

Contract Administrator. Purchaser may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for all harvest units. The plan shall address the harvest operations, including tailhold and cable corridor locations, logging debris cleanup, safety, and landing locations if different from map, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 55 percent or less, all other ground based equipment limited to sustained slopes of 45

percent or less. Rubber tired skidders not allowed, except 6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires are allowed in all units. Tracked skidders allowed in all units. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted on the BPA-2674 Ext. from November 1 to April 30, nor on weekends or State recognized holidays in all units, unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Equipment limitation zones are required within 30 feet of Type 5 streams.
- b. Crossings of Type 5 streams may be allowed at locations approved in writing by the Contract Administrator. Purchaser shall place a culvert or log puncheon at crossing locations (when water is present) to protect the stream bank and prevent sedimentation. All materials placed in and/or over the stream at these crossings shall be removed immediately upon completion of yarding on that skid trail.
- c. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.
- d. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- e. Notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- f. Landings shall be constructed in locations, and with drainage, that does not contribute sediment to typed water.
- g. Take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Methods may include

construction of water bars, “sweeping” with logs, silt traps, or other measures on skid trails, yarding corridors, landings, and haul roads.

h. In the event operations become inactive for long periods of time, skid trails shall be water barred prior to completion of yarding tributary timber, and drainage from landings improved, to prevent water accumulation and sediment movement, if required by the Contract Administrator.

i. To facilitate proper reforestation in areas of high slash concentration, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at an 11.5 foot by 11.5 foot spacing.

j. Notify BPA regional representative a minimum of five (5) calendar days before road construction or logging operations under or immediately adjacent to BPA powerlines commence. Purchaser shall review guidelines for logging activities on or near BPA rights-of-way with all employees and contractors. BPA contacts are Jason Hunt (253) 880-4112 and Cody Smith (360) 742-6887.

k. Trees are to be felled away from the BPA powerlines.

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

#### H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

a. Leave 2 down logs per acre. A log is defined as having a minimum diameter of 12 inches on the small end of the log and a minimum length of 20 feet or at least 100 board feet.

b. Areas restricting operations due to protection of potentially unstable slopes are located within and outside the sale boundary.

- Locations inside the sale boundary are identified as Non-Tradeable Leave Trees marked with yellow Leave Tree Area tags as shown on the Timber Sale and Logging Plan Maps inside which no trees may be used as tailholds and no equipment may operate within, nor logs felled into or yarded through or over.
- Locations outside the sale boundary are identified as Tailhold Restriction Areas on the Logging Plan and Timber Sale Maps. Trees within these areas shall not be used as tailholds.

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

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

**H-190 Completion of Settings**

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

**H-220 Protection of Residual or Adjacent Trees**

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

**H-230 Tops and Limbs Outside the Sale Boundary**

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

**H-250 Additional Falling Requirements**

Within the harvest units, all hardwood stems 6 feet tall or greater, shall be felled. Remaining stump shall be no more than 12 inches in height. 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 8/1/2023 are hereby made a part of this contract.

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

Purchaser shall perform work at their own expense on the B-4580, KC-9700 (B-4500 intersection to KC-9800 intersection), KC-9800, BPA-2674 (KC-9800 intersection to BPA-2674 Ext. intersection), BPA-2674 Ext. B-4500, B-4000 (within and directly adjacent to Unit 3), KC-2100 (within Unit 4), B-Line (directly adjacent to Unit 4), KC-Line (directly adjacent to Unit 5), KC-3000, and B-2700 (if used for mobile tailhold access) roads. All work shall be completed to the specifications detailed in the Road Plan.

**C-060 Designated Road Maintainer**

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on all other roads used not covered 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.

**C-080 Landing Locations Approved Prior to Construction**

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

C-090 Landing Location

Landings shall be built a minimum of 50 feet off the B-Line, KC-Line, and B-4000 road(s).

C-130 Dust Abatement

Purchaser shall abate dust on the B-Line from station 638+35 to 647+00 per Contract Administrator discretion.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-110 Resource Protection

No yarding equipment may operate within Riparian or Wetland Management Zones except associated within Unit #6 (R/W) unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through Type 3 or Type 4 streams.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the



time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units #1-#5.

**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

\_\_\_\_\_  
Don Melton

\_\_\_\_\_  
Print Name

South Puget Sound Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_

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

**Schedule A**  
**Recreation Trail Clean Out and Repair**

This schedule applies to the portions of the Loki and Mr. Bones (Upper) trails located within Unit #5.

Prior to operations beginning in the harvest unit, Purchaser is responsible for closing trails with orange construction barricade netting and posting trail closure signs approved by the Contract Administrator (CA), at locations identified by the CA. Purchaser is responsible for giving five (5) calendar days notice before closing the trail. Closure signs will be maintained by the Purchaser during the sale and will be removed after approval of the trail cleaning following harvest.

Purchaser is responsible for locating and marking the recreation trail within the sale boundary on the ground prior to harvest as approved by the CA.

- If needed upon completion of harvest activities, Purchaser shall locate the original recreation trail with pink fluorescent flagging. The CA will then approve the trail location in writing and repair/clean out can begin.

Recreation trail repair/clean out shall occur within 2 weeks of completion of harvest activity within 200 feet of the trail and shall consist of the following:

- Remove all logging debris from the recreation trail and the area on each side of the trail within 5 feet of the travel path.
- Trail will be repaired where holes or ruts resulted due to logging damage. The trail will be returned to its original width on mineral soils and free of organic debris.
- Existing drainage control measures shall be returned to pre-harvest condition.
- Any Geoweb structures damaged during the logging operation will be replaced or repaired to pre-harvest condition.

All work described above shall be done as determined by the CA. The logging release for the unit will not be issued until repair and clean out is completed and approved in writing by the CA.



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** South Puget Sound

**Timber Sale Name:** Cabbage Patch

**Application Number:** 30- 103592

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** 1,520 linear feet  
*Road to be constructed (optional and required) but not abandoned*

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

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

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

**Pre-Haul Maintenance:** 77,156 linear feet  
*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Construction:** 2,948 linear feet  
*Roads to be constructed (optional and required) and then abandoned*

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

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

(Revised 9/18)

# PRE-CRUISE NARRATIVE

Sale Name: <b>Cabbage Patch</b>	Region: <b>South Puget Sound</b>
Agreement #: <b>30-103592</b>	District: <b>Black Hills</b>
Contact Forester: <b>Megan Hire</b>	Phone/ Location: <b>(253)-380-8907</b> Ext: /
Alternate Contact: <b>Sam Lake</b>	Phone/ Location: <b>(360)-628-3868</b> Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump Sum Required or Optional removal of utility as pulp ( <i>for scale sales only</i> ): Evaluated for RFRS Implementation?: Yes  Percentage cable-uphill: 38% Percentage cable-downhill: Percentage ground based: 62%  Species Onsite: <input checked="" type="checkbox"/> RC, <input checked="" type="checkbox"/> DF, <input checked="" type="checkbox"/> WH, <input checked="" type="checkbox"/> RA, <input type="checkbox"/> BC, <input checked="" type="checkbox"/> BLM, <input type="checkbox"/> NF, <input type="checkbox"/> SF, <input type="checkbox"/> SS, <input type="checkbox"/> Other:(Please List)
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## UNIT ACREAGES\* AND METHOD OF DETERMINATION:

Unit #	Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	Deductions from Gross Acres (No harvest acres)			Net Harvest Acres	Acreage Determination (List method, dimensions and error of closure if applicable)	
					RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres			Other Acres (describe)
1		Sec 32/ T 18N/ R 04 W	02	32.6	0	0.9	0	N/A	31.7	Garmin GPS
2		Sec 29/ T 18N/ R 04 W Sec 32/ T 18N/ R 04 W	02	52.4	0	2.8	0	N/A	49.6	Garmin GPS
3		Sec 27/ T 18N/ R 04 W Sec 28/ T 18N/ R 04 W	01	54.5	0	2.9	0.7	N/A	50.9	Garmin GPS. 1071'x30' excluded for B-4000 road and ditch width
4		Sec 22/ T 18N/ R 04 W Sec 26/ T 18N/ R 04 W Sec 0/ T 18N/ R 04 W	01	51.2	0	3.1	0.8	N/A	47.3	Garmin GPS. 1077'x30' excluded for KC-2100 road and ditch width.
5		Sec 22/ T 18N/ R 04 W	01	17.9	0	0.7	0	N/A	17.2	Garmin GPS
R/W 6		Sec 32/ T 18N/ R 5 32	02	0.4	0	0	0	N/A	0.4	Garmin GPS
<b>TOTAL ACRES</b>				209	0	10.4	1.5	N/A	197.1	

## HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species.
1	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags, pink flagging, and the B-4500. Clumped leave tree areas are marked with yellow "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre.

2	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags, pink flagging, and the B-4500. Clumped leave tree areas are marked with yellow "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre.
3	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags, pink flagging, the B-4000, the B-4500, and BPA right-of-way. Clumped leave tree areas are marked with yellow "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre.
4	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags, pink flagging, the B-Line, and the KC-3000. Clumped leave tree areas are marked with yellow "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre.
5	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags, pink flagging, and the KC-Line. Clumped leave tree areas are marked with yellow "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre.
6 R/W	Right-of-Way units marked with orange "Right-of-Way Boundary" tags and orange flagging.		N/A

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise	KC-Line Gate: Master (H-957) or access from B-Line (no gate)	Traverse map with contours, roads, and leave trees.
2	See Cruise	KC-Line Gate: Master (H-957) or access from B-Line (no gate)	Traverse map with contours, roads, and leave trees.
3	See Cruise	KC-Line Gate: Master (H-957) or access from B-Line (no gate)	Traverse map with contours, roads, and leave trees.
4	See Cruise	KC-Line Gate: Master (H-957) or access from B-Line (no gate)	Traverse map with contours, roads, and leave trees.
5	See Cruise	KC-Line Gate: Master (H-957) or access from B-Line (no gate)	Traverse map with contours, roads, and leave trees.
6 R/W	See Cruise	KC-Line Gate: Master (H-957) or access from B-Line (no gate)	Traverse map with contours, roads, and leave trees

**REMARKS:**

Units 1 through 5 are VRH units. Units 1, 2, and 4 are approximately 42% ground-based and 58% cable. Unit 3 is 100% ground-based and Unit 5 is 100% cable. Blue paint is present throughout Unit 5. Trees marked with blue paint are take trees unless within tagged leave tree areas. The timber consists of Douglas-fir, western hemlock, red alder, western red cedar, and bigleaf maple. Unit 6 R/W is through a WMZ and contains mature red alder, Douglas-fir, western hemlock, and western red cedar.

Prepared By: Megan Hire Date: 05/24/2023	Title: Forester 1	CC:
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## Timber Sale Cruise Report Cabbage Patch

**Sale Name:** CABBAGE PATCH

**Sale Type:** LUMP SUM

**Region:** SO PUGET

**District:** BLACK HILLS

**Lead Cruiser:** AMDouglas

**Other Cruisers:** BEWarnstadt, DBuchanan

**Cruise Narrative:**

Location:

Cabbage Patch is located in Capitol Forest approximately 10 miles west of Olympia, WA. Access via Route 8, KC-Line, and B-Line. All units have direct road access.

**Cruise Design:**

139 variable radius plots were used to tally 684 trees, 396 of which were measured. Diameters were recorded to the nearest whole inch. Bole heights were measured to a 5" top or estimated break point. Trees were segmented into lengths based on a preference for long logs and taking into account location of defect. Preferred length for conifers is 40'. Preferred length for hardwoods is 30'.

**Timber Quality:**

Cabbage Patch contains a mixed over-story of Douglas-fir and western hemlock with scattered pockets of red alder. Trace amounts of western red cedar and Sitka spruce can also be found in most units. Some Douglas-firs contain high quality segments. Observed defect includes kinks, sweep, and spike knots. Schweinitzii fungus was seen near the bases of a few trees.

Alder clumps mostly contain mature trees. The majority displays good form with straight, un-forked trunks. Rot appears minimal.

A modest amount of Douglas-fir and red cedar pole volume was picked up in this cruise.

**Logging and Stand Conditions:**

Understory conditions are brushy in most places. Projected harvesting method is 62% ground-based, 38% uphill-cable.

**Timber Sale Notice Volume (MBF)**

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	20.5	8.1		5,640	242	3,590	1,526	221	61
WH	21.5			2,057		1,578	391	70	19
RA	14.7			648		165	193	238	51
RC	23.8			95			85	10	
SS	33.0			13		11	2		
ALL	19.1	8.2		8,452	242	5,344	2,196	539	131

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	40,295	1,363	23,632	12,746	2,033	521
WH	16,540		11,573	4,002	815	151
RA	5,435		1,216	1,453	2,351	415
RC	860			706	154	
SS	88		65	23		
ALL	63,219	1,363	36,485	18,930	5,353	1,087

**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 (%)
265.0	3.4	161.9	1.7	42,880	3.9

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
CABBAGE PATCH U1	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	31.7	32.6	24	13	0
CABBAGE PATCH U2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	49.6	52.4	35	19	0
CABBAGE PATCH U3	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	50.9	54.5	33	19	2
CABBAGE PATCH U4	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	47.3	51.2	32	14	1
CABBAGE PATCH U5	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	17.2	17.9	13	8	0
CABBAGE PATCH U6 RW	B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	2	2	0
All		197.1	209.0	139	75	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	16.6	39	10,966	10,419	5.0	13,117.6	2,053.6
DF	LIVE	2 SAW	HQ-A	14.0	40	978	972	0.6	1,298.5	191.6



Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	14.5	40	6,960	6,824	1.9	9,215.6	1,345.1
DF	LIVE	3 SAW	Domestic	8.5	39	5,874	5,743	2.2	9,824.2	1,132.0
DF	LIVE	3 SAW	HQ-B	10.7	40	2,027	1,997	1.5	2,921.6	393.6
DF	LIVE	4 SAW	Domestic	5.7	28	1,146	1,122	2.1	2,033.3	221.1
DF	LIVE	CULL	Cull	6.6	7	384	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	18.9	39	1,227	1,227	0.0	1,363.1	241.9
DF	LIVE	UTILITY	Pulp	6.2	22	308	308	0.0	521.2	60.8
RA	LIVE	2 SAW	Domestic	13.5	30	902	837	7.2	1,215.6	165.0
RA	LIVE	3 SAW	Domestic	10.7	30	1,029	981	4.7	1,453.1	193.3
RA	LIVE	4 SAW	Domestic	6.8	30	1,249	1,207	3.3	2,350.9	237.9
RA	LIVE	CULL	Cull	5.4	6	19	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.5	22	261	261	0.0	415.3	51.4
RC	LIVE	3 SAW	Domestic	12.5	35	411	375	8.9	631.0	73.8
RC	LIVE	3 SAW	Pole	14.3	38	55	55	0.0	75.4	10.8
RC	LIVE	4 SAW	Domestic	6.1	27	47	44	6.0	131.9	8.6
RC	LIVE	4 SAW	Pole	5.0	35	8	8	0.0	21.6	1.6
RC	LIVE	CULL	Cull	10.6	4	23	0	100.0	0.0	0.0
SS	LIVE	2 SAW	Domestic	22.4	40	57	55	5.0	65.2	10.7
SS	LIVE	3 SAW	Domestic	10.8	39	10	9	8.1	23.3	1.9
WH	LIVE	2 SAW	Domestic	16.4	40	8,263	8,006	3.1	11,572.9	1,578.0
WH	LIVE	3 SAW	Domestic	9.4	38	2,022	1,983	1.9	4,001.7	390.8
WH	LIVE	4 SAW	Domestic	5.9	30	361	353	2.2	815.1	69.6
WH	LIVE	CULL	Cull	8.1	6	195	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.7	20	94	94	0.0	150.8	18.6

### Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	5.7	20	209	0.0	303.7	41.2
DF	5 - 7	LIVE	Cull	5.9	6	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	6.2	33	2,892	1.5	5,242.8	570.0
DF	8 - 11	LIVE	Pulp	8.9	30	99	0.0	217.5	19.6
DF	8 - 11	LIVE	Domestic	9.7	37	3,973	2.8	6,614.7	783.0
DF	8 - 11	LIVE	Cull	9.9	11	0	100.0	0.0	0.0
DF	8 - 11	LIVE	HQ-B	10.7	40	1,997	1.5	2,921.6	393.6
DF	12 - 19	LIVE	HQ-B	14.3	40	5,831	1.8	8,133.8	1,149.3
DF	12 - 19	LIVE	Domestic	15.0	39	5,978	4.1	8,098.8	1,178.3
DF	12 - 19	LIVE	HQ-A	15.1	39	1,641	0.3	2,068.2	323.5

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 19	LIVE	Cull	19.2	40	0	100.0	0.0	0.0
DF	20+	LIVE	HQ-A	21.0	39	558	0.0	593.4	110.0
DF	20+	LIVE	HQ-B	21.8	40	993	2.5	1,081.8	195.7
DF	20+	LIVE	Cull	22.7	16	0	100.0	0.0	0.0
DF	20+	LIVE	Domestic	23.1	40	4,441	6.2	5,018.8	875.3
RA	5 - 7	LIVE	Pulp	5.1	22	216	0.0	348.7	42.7
RA	5 - 7	LIVE	Cull	5.3	6	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.7	30	695	4.0	1,388.3	136.9
RA	8 - 11	LIVE	Domestic	9.8	30	1,493	3.9	2,415.6	294.3
RA	8 - 11	LIVE	Pulp	10.5	30	19	0.0	37.1	3.8
RA	12 - 19	LIVE	Pulp	12.0	15	25	0.0	29.5	5.0
RA	12 - 19	LIVE	Domestic	13.5	30	837	7.2	1,215.6	165.0
RC	5 - 7	LIVE	Pole	5.0	35	8	0.0	21.6	1.6
RC	5 - 7	LIVE	Cull	5.2	3	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	5.6	28	40	15.5	157.5	7.9
RC	8 - 11	LIVE	Domestic	9.6	33	103	3.6	200.7	20.4
RC	12 - 19	LIVE	Pole	14.3	38	55	0.0	75.4	10.8
RC	12 - 19	LIVE	Domestic	15.6	32	200	6.1	306.5	39.5
RC	20+	LIVE	Domestic	21.6	32	75	17.0	98.2	14.7
RC	20+	LIVE	Cull	23.6	5	0	100.0	0.0	0.0
SS	8 - 11	LIVE	Domestic	10.8	39	9	8.1	23.3	1.9
SS	20+	LIVE	Domestic	22.4	40	55	5.0	65.2	10.7
WH	5 - 7	LIVE	Pulp	5.3	20	87	0.0	132.5	17.1
WH	5 - 7	LIVE	Domestic	5.8	33	469	2.0	1,153.5	92.4
WH	5 - 7	LIVE	Cull	6.3	5	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Pulp	8.4	13	8	0.0	18.3	1.5
WH	8 - 11	LIVE	Cull	9.0	6	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	9.7	37	1,867	2.0	3,663.3	367.9
WH	12 - 19	LIVE	Cull	13.3	7	0	100.0	0.0	0.0
WH	12 - 19	LIVE	Domestic	15.6	40	6,168	2.4	9,170.8	1,215.7
WH	20+	LIVE	Domestic	21.5	40	1,838	5.4	2,402.1	362.3
WH	20+	LIVE	Cull	28.1	20	0	100.0	0.0	0.0

## Cruise Unit Report CABBAGE PATCH U1

### Unit Sale Notice Volume (MBF): CABBAGE PATCH U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	20.0	8.0		981	22	671	241	44	4
RA	12.9			80			20	33	27
WH	17.8			62		39	15	7	
RC	27.0			3			3	0	
ALL	17.4	8.0		1,126	22	710	279	85	30

### Unit Cruise Design: CABBAGE PATCH U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	31.7	32.6	24	13	0

### Unit Cruise Summary: CABBAGE PATCH U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	35	78	3.3	1
RA	17	18	0.8	0
WH	6	6	0.3	0
RC	1	1	0.0	0
ALL	59	103	4.3	1

### Unit Cruise Statistics: CABBAGE PATCH 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	201.3	48.7	9.9	153.7	24.8	4.2	30,939	54.6	10.8
RA	30.0	205.2	41.9	84.0	35.1	8.5	2,521	208.2	42.8
WH	15.6	212.6	43.4	125.3	35.5	14.5	1,957	215.6	45.8
RC	1.7	489.9	100.0	53.8	0.0	0.0	90	489.9	100.0
ALL	248.5	33.1	6.8	142.9	33.7	4.4	35,507	47.2	8.0

**Unit Summary: CABBAGE PATCH U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	35	ALL	20.0	82	105	31,926	30,939	3.1	92.2	201.3	45.0	980.8
RA	LIVE	CUT	17	ALL	12.9	46	62	2,564	2,521	1.7	33.1	30.0	8.4	79.9
RC	LIVE	CUT	1	ALL	27.0	53	60	99	90	8.9	0.4	1.7	0.3	2.8
WH	LIVE	CUT	6	ALL	17.8	67	84	2,012	1,957	2.7	9.0	15.6	3.7	62.1
ALL	LIVE	CUT	59	ALL	18.4	72	93	36,600	35,507	3.0	134.7	248.5	57.4	1,125.6
ALL	ALL	ALL	59	ALL	18.4	72	93	36,600	35,507	3.0	134.7	248.5	57.4	1,125.6

## Cruise Unit Report CABBAGE PATCH U2

### Unit Sale Notice Volume (MBF): CABBAGE PATCH U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	18.4	7.7		1,772	100	905	635	91	41
RA	15.0			298		86	110	103	
WH	19.9			176		118	48	8	1
RC	22.2			11			10	1	
ALL	17.8	7.7		2,257	100	1,109	803	203	42

### Unit Cruise Design: CABBAGE PATCH U2

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	49.6	52.4	35	19	0

### Unit Cruise Summary: CABBAGE PATCH U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	70	130	3.7	2
RA	17	35	1.0	0
WH	10	13	0.4	0
RC	3	3	0.1	0
ALL	100	181	5.2	2

### Unit Cruise Statistics: CABBAGE PATCH U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	202.2	55.6	9.4	176.7	23.3	2.8	35,722	60.3	9.8
RA	54.4	159.0	26.9	110.4	21.0	5.1	6,011	160.4	27.4
WH	20.2	173.8	29.4	176.0	23.3	7.4	3,558	175.4	30.3
RC	4.7	331.4	56.0	46.6	118.3	68.3	217	351.9	88.4
ALL	281.5	26.7	4.5	161.6	31.0	3.1	45,509	41.0	5.5

**Unit Summary: CABBAGE PATCH U2**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	70	ALL	18.4	90	116	37,044	35,722	3.6	109.5	202.2	47.1	1,771.8
RA	LIVE	CUT	17	ALL	15.0	62	78	6,443	6,011	6.7	44.4	54.4	14.1	298.2
RC	LIVE	CUT	3	ALL	22.2	49	59	248	217	12.5	1.7	4.7	1.0	10.8
WH	LIVE	CUT	10	ALL	19.9	83	104	3,727	3,558	4.5	9.4	20.2	4.5	176.5
ALL	LIVE	CUT	100	ALL	17.7	82	104	47,463	45,509	4.1	165.0	281.5	66.7	2,257.2
ALL	ALL	ALL	100	ALL	17.7	82	104	47,463	45,509	4.1	165.0	281.5	66.7	2,257.2

## Cruise Unit Report CABBAGE PATCH U3

### Unit Sale Notice Volume (MBF): CABBAGE PATCH U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	20.7	8.0		1,304	77	826	335	49	16
WH	24.3			1,059		877	158	22	2
RA	14.5			119		17	28	56	18
RC	23.2			52			46	6	
ALL	20.5	8.0		2,534	77	1,720	567	134	36

### Unit Cruise Design: CABBAGE PATCH U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	50.9	54.5	33	19	2

### Unit Cruise Summary: CABBAGE PATCH U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	46	94	2.8	1
WH	32	68	2.1	0
RA	15	20	0.6	0
RC	8	8	0.2	0
ALL	101	190	5.8	1

### Unit Cruise Statistics: CABBAGE PATCH 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 (%)
DF	155.1	66.3	11.5	165.2	34.1	5.0	25,619	74.6	12.6
WH	112.2	119.5	20.8	185.5	22.6	4.0	20,811	121.6	21.2
RA	24.2	154.0	26.8	96.5	16.5	4.3	2,340	154.9	27.1
RC	9.7	372.3	64.8	104.9	26.7	9.5	1,017	373.2	65.5
ALL	301.2	46.7	8.1	165.3	33.8	3.4	49,787	57.7	8.8

**Unit Summary: CABBAGE PATCH U3**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	46	ALL	20.7	84	109	27,316	25,619	6.2	66.4	155.1	34.1	1,304.0
RA	LIVE	CUT	15	ALL	14.5	55	72	2,388	2,340	2.0	21.1	24.2	6.4	119.1
RC	LIVE	CUT	8	ALL	23.2	71	85	1,169	1,017	13.0	3.3	9.7	2.0	51.8
WH	LIVE	CUT	32	ALL	24.3	92	116	21,993	20,811	5.4	34.8	112.2	22.8	1,059.3
ALL	LIVE	CUT	101	ALL	21.0	81	104	52,865	49,787	5.8	125.6	301.2	65.2	2,534.2
ALL	ALL	ALL	101	ALL	21.0	81	104	52,865	49,787	5.8	125.6	301.2	65.2	2,534.2



## Cruise Unit Report CABBAGE PATCH U4

### Unit Sale Notice Volume (MBF): CABBAGE PATCH U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	20.7	8.3		1,066	26	742	264	34	
WH	18.4			596		421	138	26	11
RA	15.6			132		57	34	35	6
SS	33.0			13		11	2		
RC	34.2			9			9	0	
ALL	18.9	8.3		1,816	26	1,231	447	95	17

### Unit Cruise Design: CABBAGE PATCH U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	47.3	51.2	32	14	1

### Unit Cruise Summary: CABBAGE PATCH U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	36	75	2.3	1
WH	24	46	1.4	0
RA	18	21	0.7	0
SS	1	1	0.0	0
RC	2	2	0.1	0
ALL	81	145	4.5	1

### Unit Cruise Statistics: CABBAGE PATCH U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	127.6	74.8	13.2	176.7	31.7	5.3	22,543	81.2	14.2
WH	78.3	132.2	23.4	161.1	24.3	5.0	12,604	134.4	23.9
RA	26.3	303.8	53.7	106.2	21.7	5.1	2,788	304.6	53.9
SS	1.7	565.7	100.0	156.7	0.0	0.0	267	565.7	100.0
RC	2.5	565.7	100.0	79.4	53.8	38.1	198	568.2	107.0
ALL	236.3	43.4	7.7	162.5	32.8	3.6	38,399	54.4	8.5

**Unit Summary: CABBAGE PATCH U4**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	36	ALL	20.7	87	112	23,436	22,543	3.8	54.6	127.6	28.0	1,066.3
RA	LIVE	CUT	18	ALL	15.6	56	69	2,945	2,788	5.4	19.8	26.3	6.6	131.9
RC	LIVE	CUT	2	ALL	34.2	65	82	219	198	9.4	0.4	2.5	0.4	9.4
SS	LIVE	CUT	1	ALL	33.0	81	103	282	267	5.5	0.3	1.7	0.3	12.6
WH	LIVE	CUT	24	ALL	18.4	65	86	13,070	12,604	3.6	42.4	78.3	18.2	596.2
ALL	LIVE	CUT	81	ALL	19.2	74	95	39,953	38,399	3.9	117.5	236.3	53.7	1,816.3
ALL	ALL	ALL	81	ALL	19.2	74	95	39,953	38,399	3.9	117.5	236.3	53.7	1,816.3

## Cruise Unit Report CABBAGE PATCH U5

### Unit Sale Notice Volume (MBF): CABBAGE PATCH U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	28.3	10.0		511	16	444	49	2	
WH	18.1			163		123	30	6	4
RC	20.9			20			17	3	
RA	14.5			13		5		7	1
ALL	21.7	10.0		707	16	572	97	18	5

### Unit Cruise Design: CABBAGE PATCH U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	17.2	17.9	13	8	0

### Unit Cruise Summary: CABBAGE PATCH U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	22	30	2.3	1
WH	14	16	1.2	0
RC	6	6	0.5	0
RA	3	3	0.2	0
ALL	45	55	4.2	1

### Unit Cruise Statistics: CABBAGE PATCH U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	125.6	75.9	21.0	236.6	19.8	4.2	29,723	78.4	21.5
WH	67.0	115.6	32.1	141.5	35.3	9.4	9,478	120.9	33.4
RC	18.5	143.0	39.7	63.1	56.5	23.1	1,165	153.8	45.9
RA	9.2	259.6	72.0	80.9	38.3	22.1	747	262.4	75.3
ALL	220.3	49.0	13.6	186.6	43.3	6.5	41,114	65.4	15.0

**Unit Summary: CABBAGE PATCH U5**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	28.3	106	146	31,005	29,723	4.1	28.8	125.6	23.6	511.2
RA	LIVE	CUT	3	ALL	14.5	49	61	810	747	7.8	8.0	9.2	2.4	12.9
RC	LIVE	CUT	6	ALL	20.9	48	59	1,272	1,165	8.4	7.7	18.5	4.0	20.0
WH	LIVE	CUT	14	ALL	18.1	58	81	9,828	9,478	3.6	37.5	67.0	15.7	163.0
ALL	LIVE	CUT	45	ALL	22.2	73	100	42,916	41,114	4.2	82.0	220.3	45.8	707.2
ALL	ALL	ALL	45	ALL	22.2	73	100	42,916	41,114	4.2	82.0	220.3	45.8	707.2

## Cruise Unit Report CABBAGE PATCH U6 RW

### Unit Sale Notice Volume (MBF): CABBAGE PATCH U6 RW

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
RA	13.0			6		1	4	
DF	19.0			5	3	2	1	0
ALL	14.6			11	3	4	5	0

### Unit Cruise Design: CABBAGE PATCH U6 RW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	2	2	0

### Unit Cruise Summary: CABBAGE PATCH U6 RW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	6	6	3.0	0
DF	4	4	2.0	0
ALL	10	10	5.0	0

### Unit Cruise Statistics: CABBAGE PATCH U6 RW

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	140.8	94.3	66.7	101.2	3.6	1.5	14,245	94.3	66.7
DF	93.9	0.0	0.0	145.6	24.2	12.1	13,667	24.2	12.1
ALL	234.7	56.6	40.0	118.9	25.9	8.2	27,912	62.2	40.8

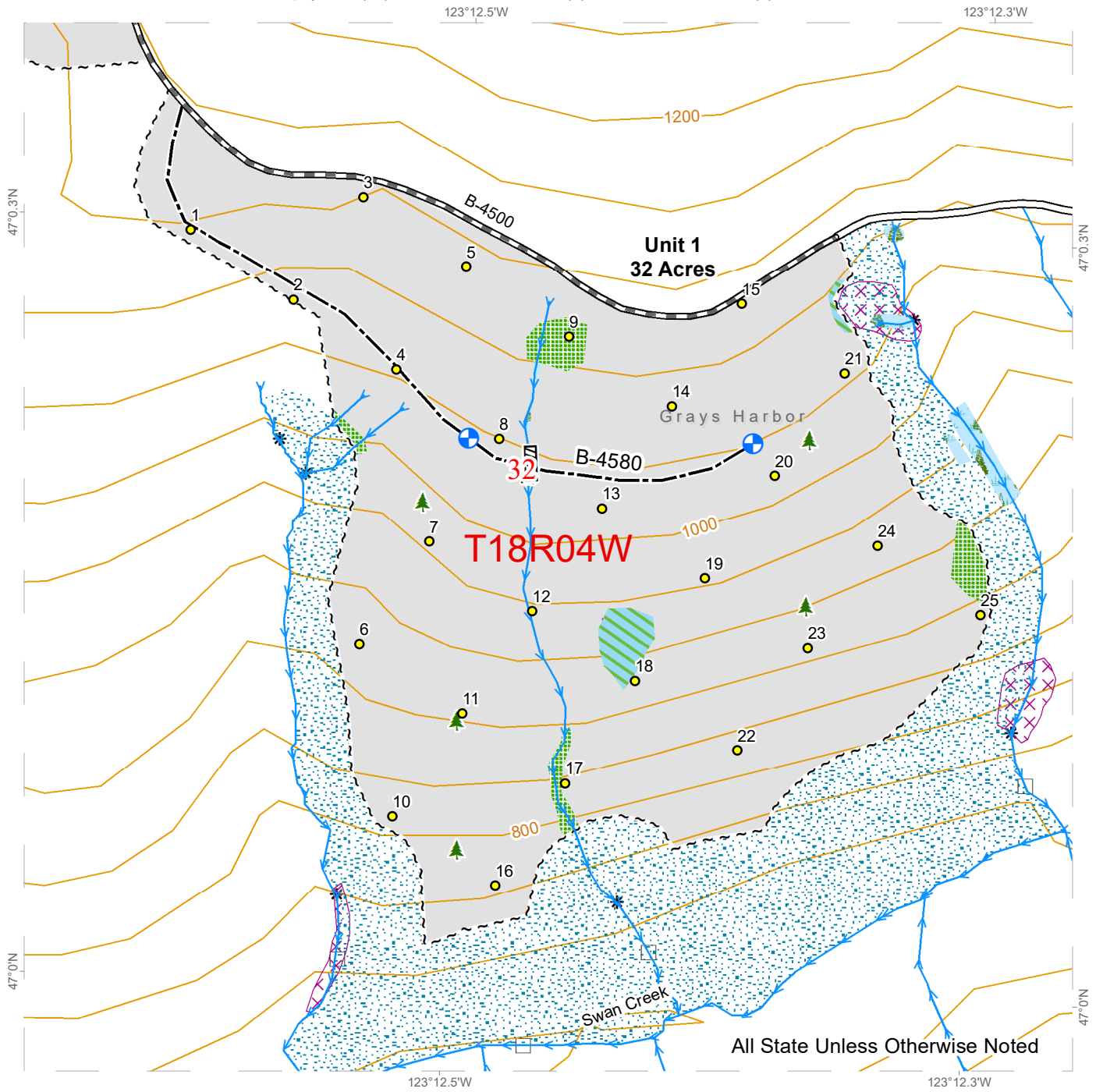
### Unit Summary: CABBAGE PATCH U6 RW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	19.0	85	108	14,462	13,667	5.5	47.7	93.9	21.5	5.5
RA	LIVE	CUT	6	ALL	13.0	63	78	15,439	14,245	7.7	152.8	140.8	39.1	5.7
ALL	LIVE	CUT	10	ALL	14.7	68	85	29,901	27,912	6.7	200.5	234.7	60.6	11.2
ALL	ALL	ALL	10	ALL	14.7	68	85	29,901	27,912	6.7	200.5	234.7	60.6	11.2

# CRUISE MAP

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960

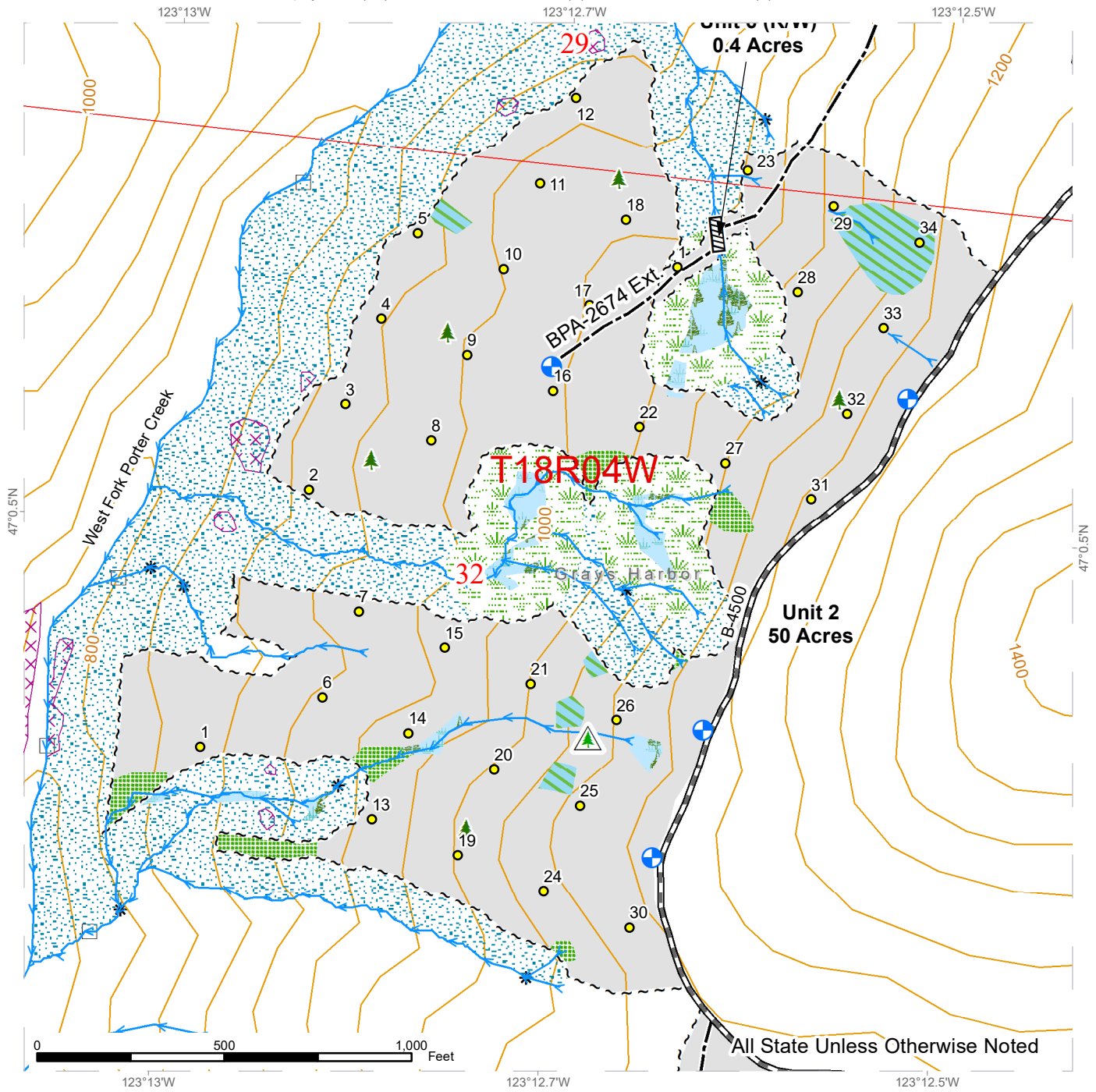


Variable Retention Harvest	Leave Tree Area	Landing - Proposed
Existing Roads	Riparian Mgt Zone	Leave Tree Area <1/4-acre
Required Pre-Haul Maintenance	Tailhold Restriction Area	Stream Type
Optional Construction	Sale Boundary Tags	Stream Type Break
Non-Tradeable Leave Clump	Streams	
Forested Wetland	Culvert	

# CRUISE MAP

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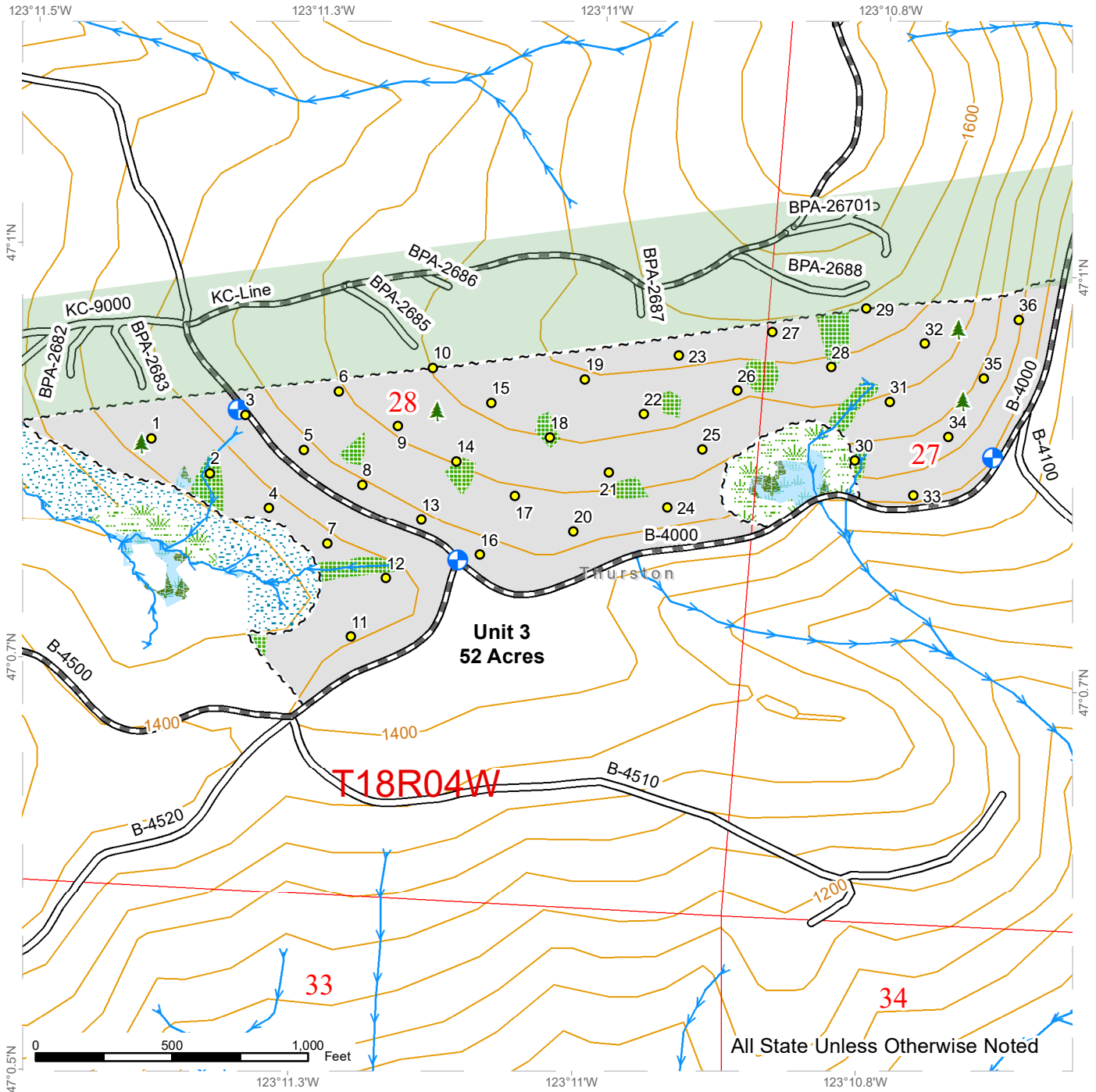
	Variable Retention Harvest		Wetland Mgt Zone		Leave Tree Area <1/4-acre
	Required Pre-Haul Maintenance		Tailhold Restriction Area		Non-Tradeable Leave Trees
	Optional Construction		Sale Boundary Tags		Stream Type
	Non-Tradeable Leave Clump		Right of Way Tags		Stream Type Break
	Forested Wetland		Streams		BPA Corridors
	Leave Tree Area		Culvert		
	Riparian Mgt Zone		Landing - Proposed		















# CRUISE MAP

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	Variable Retention Harvest		Wetland Mgt Zone
	Existing Roads		Sale Boundary Tags
	Required Pre-Haul Maintenance		Streams
	Forested Wetland		Landing - Proposed
	Leave Tree Area		Leave Tree Area < 1/4-acre
	Riparian Mgt Zone		BPA Corridors

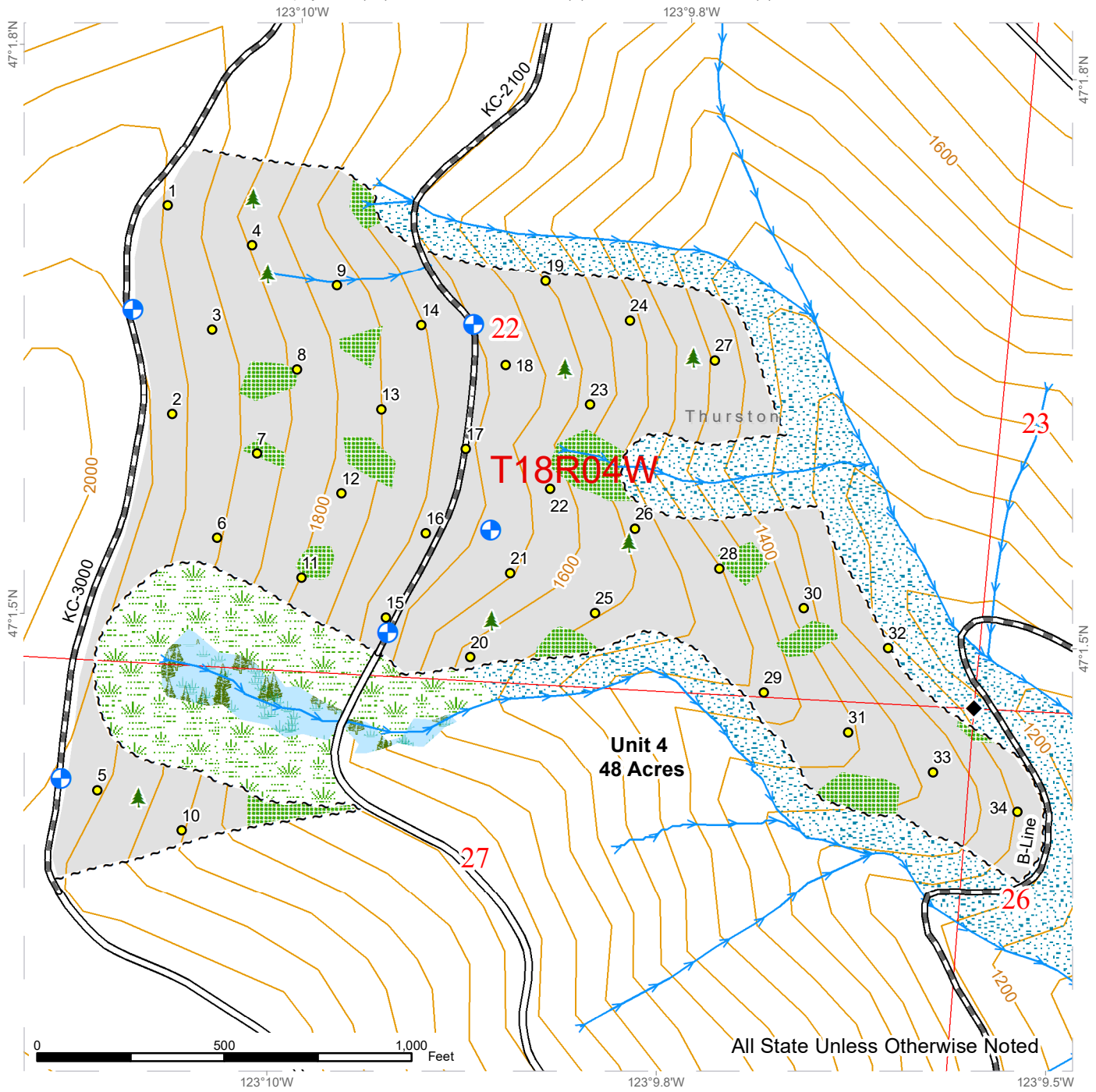




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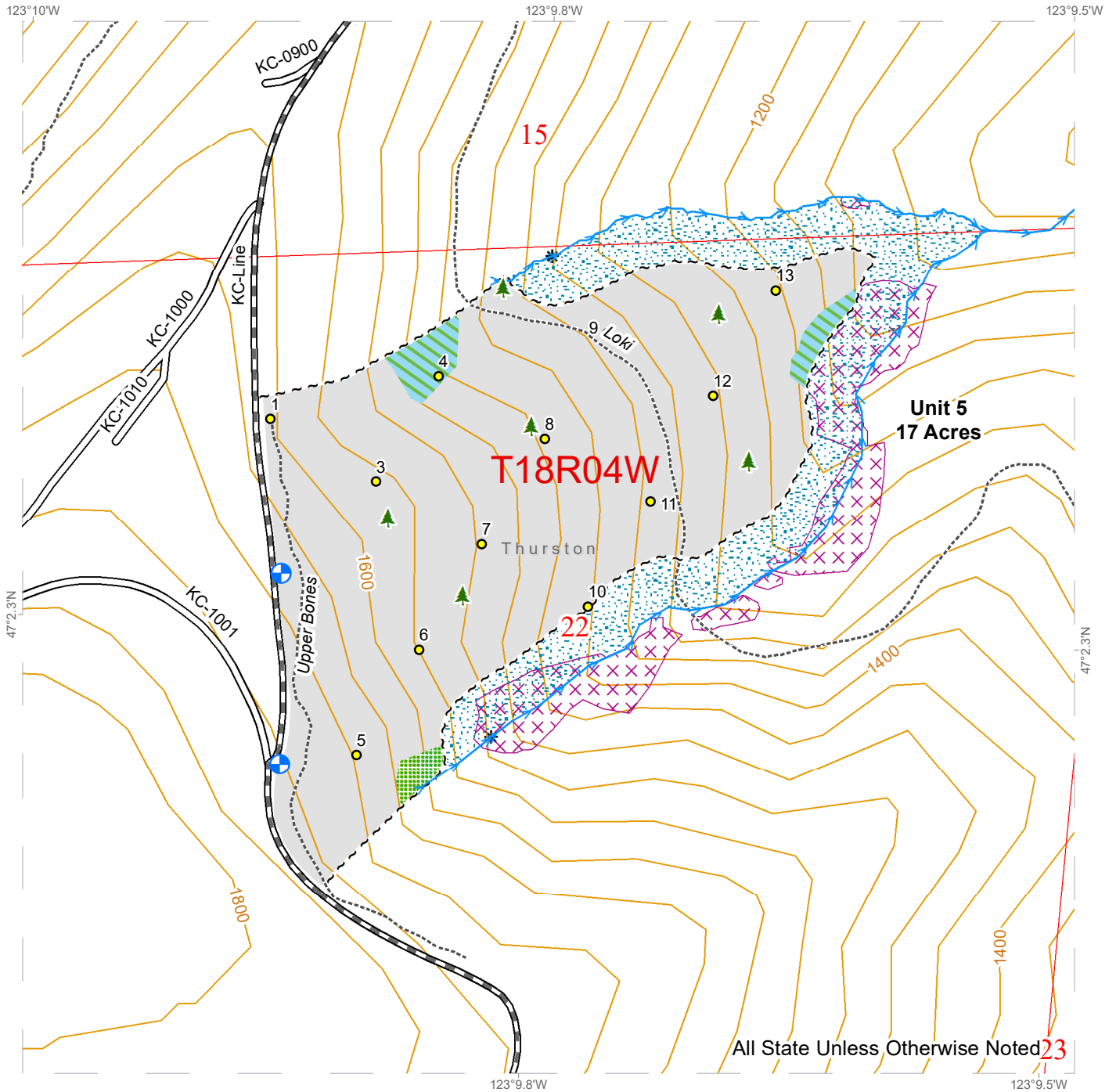
	Variable Retention Harvest		Wetland Mgt Zone
	Existing Roads		Sale Boundary Tags
	Required Pre-Haul Maintenance		Streams
	Forested Wetland		Landing - Proposed
	Leave Tree Area		Leave Tree Area <1/4-acre
	Riparian Mgt Zone		Survey Monument



# CRUISE MAP

**SALE NAME:** Cabbage Patch  
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Variable Retention Harvest	Sale Boundary Tags
Existing Roads	Recreation Trails
Required Pre-Haul Maintenance	Streams
Non-Tradeable Leave Clump	Landing - Proposed
Leave Tree Area	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Stream Type
Tailhold Restriction Area	Stream Type Break





# Forest Practices Application/Notification Notice of Decision

FPA/N No: 2423636

Effective Date: 10/11/2023

Expiration Date: 10/11/2026

Shut Down Zone: 651 N

EARR Tax Credit:  Eligible  Non-eligible

Reference: Cabbage Patch #30-103592

### 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

Notify DNR two (2) business days prior to starting operations in Type F water. Contact Forest Practices Forester at (360) 538-7661 and email [southpuget.forestpractices@dnr.wa.gov](mailto:southpuget.forestpractices@dnr.wa.gov).

Issued By: Matt Brady

Region: South Puget Sound Region

Title: Resource Protection Forester

Date: 10/11/2023

Copies to:  Landowner, Timber Owner and Operator

Issued in person:  LO  TO  OP By: 

Date: 10/11/2023

**Appeal Information**

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General’s Office, and the Department of Natural Resources’ region office. See [RCW 76.09.205](http://www.wa.gov/RCW76.09.205). The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

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

<b>Pollution Control Hearings Board</b>	<b>Office of the Attorney General Natural Resources Division</b>	<b>Department Of Natural Resources South Puget Sound Region</b>
<u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501  <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504  <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical Address</u> 950 Farman Ave N Enumclaw, WA 98022  <u>Mailing Address</u> 950 Farman Ave N Enumclaw, WA 98022

Information regarding the Pollution Control Hearings Board can be found at: <https://elaho.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, **Julie Antonsen**, caused the Notice of Decision for FPA/N No. **2423636** to be placed in the United States mail at **Olympia, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

**10/11/2023**  
*(Date)*

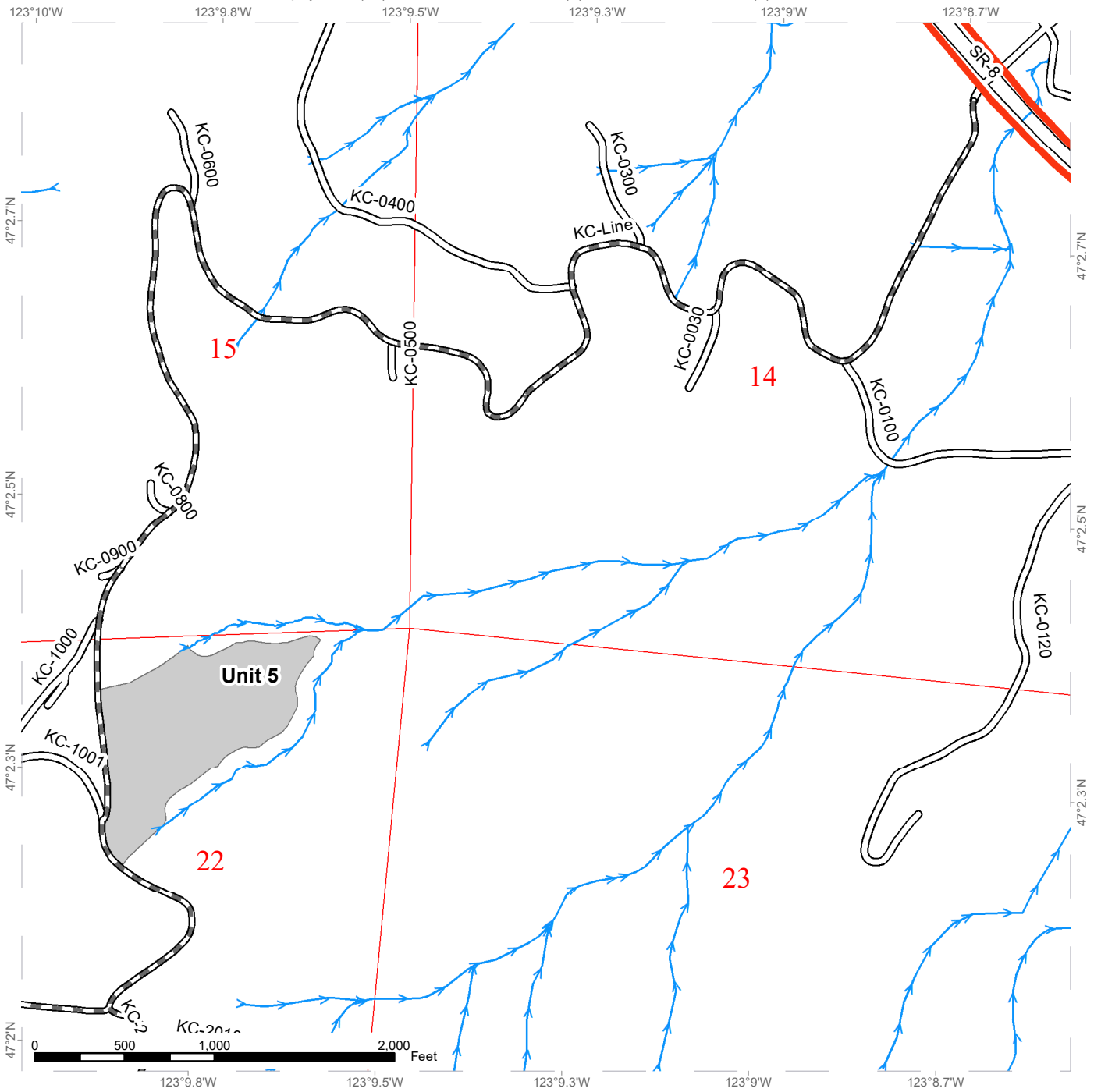
**Enumclaw, WA**  
*(City & State where signed)*

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

# ROAD WORK MAP 1 OF 6

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



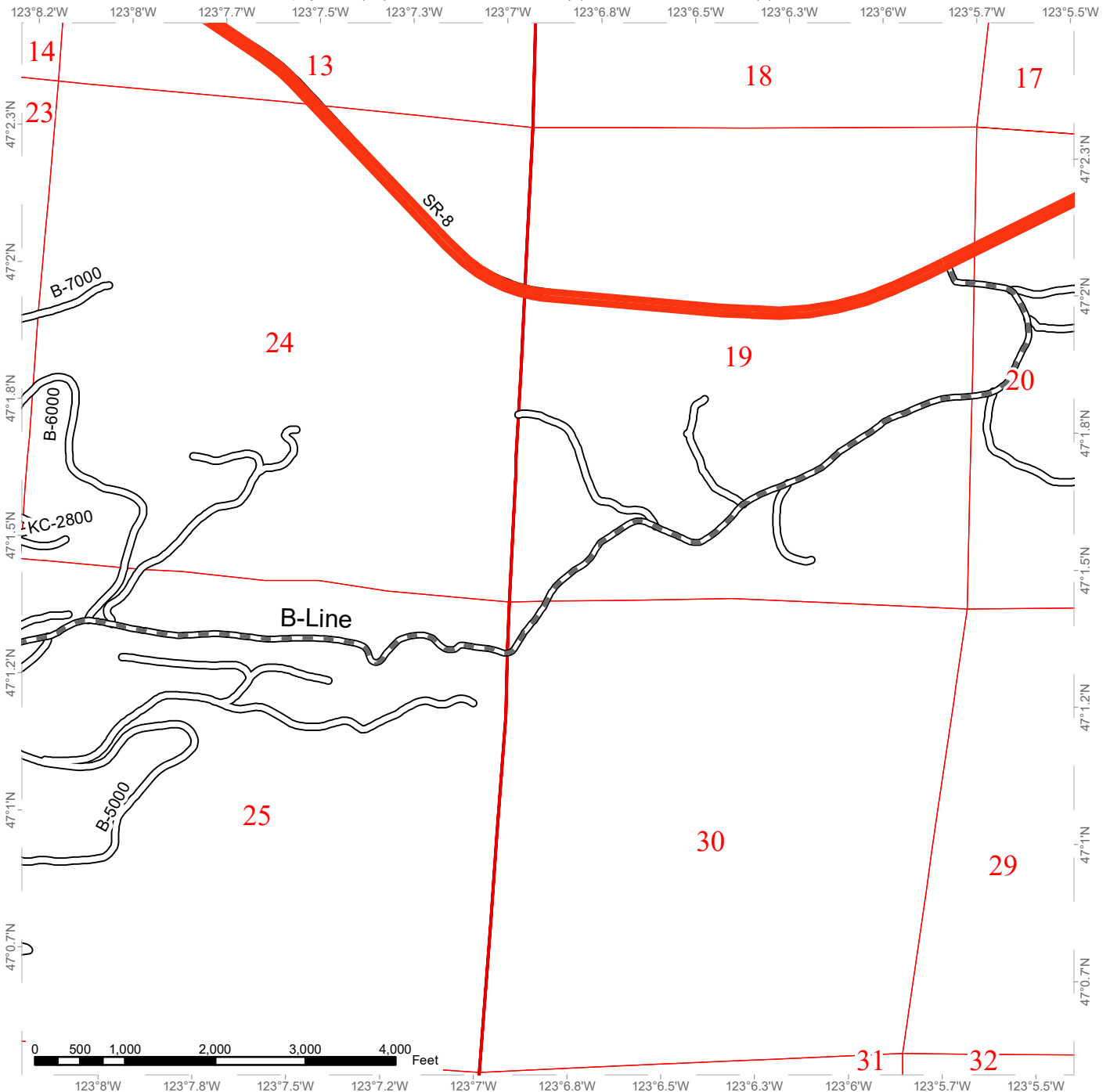
	Existing Roads
	Required Pre-Haul Maintenance
	Highway
	Streams
	Timber Sale Unit






# ROAD WORK MAP 2 OF 6

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



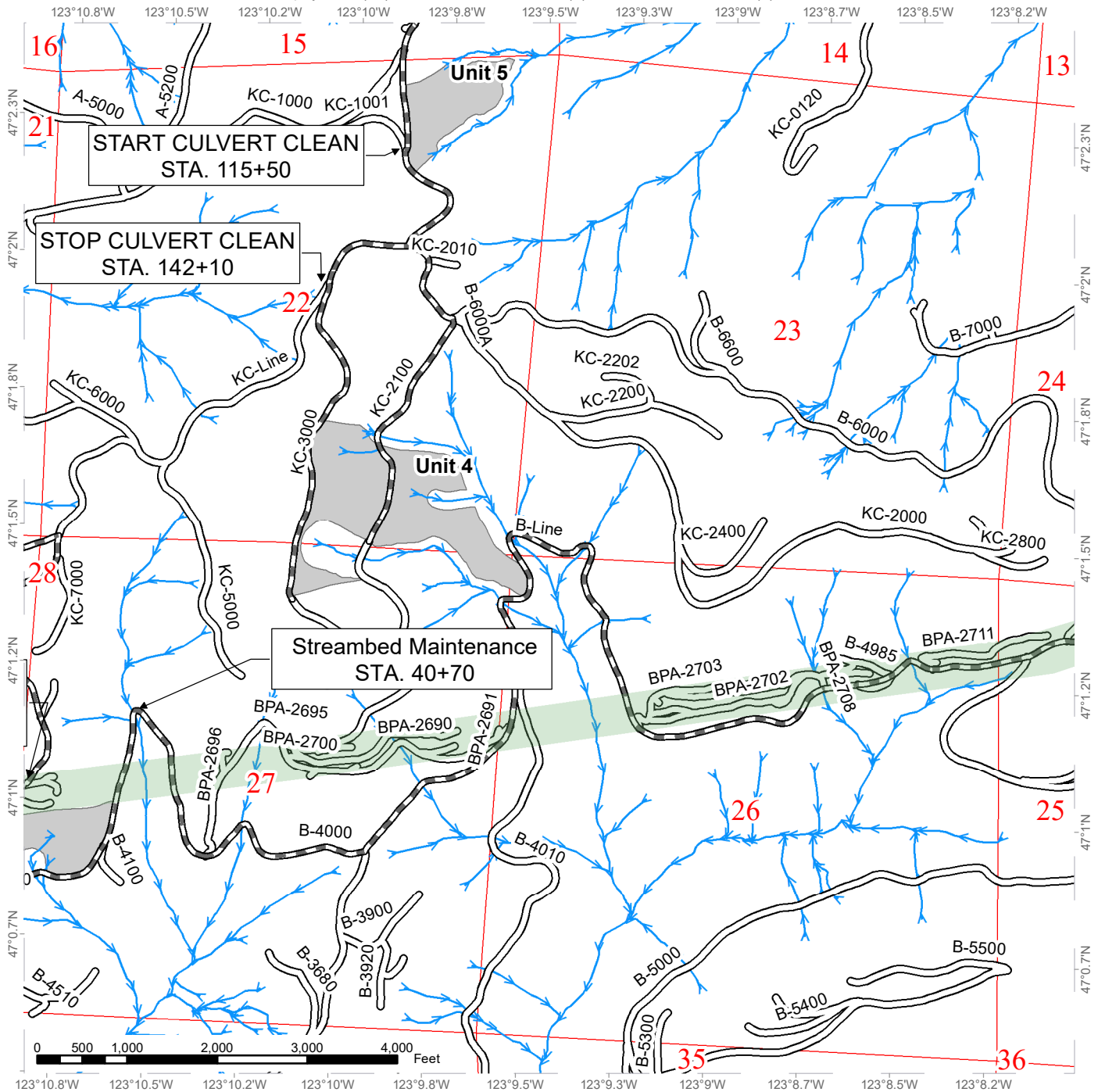
-  Existing Roads
-  Required Pre-Haul Maintenance
-  Highway



# ROAD WORK MAP 3 OF 6

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



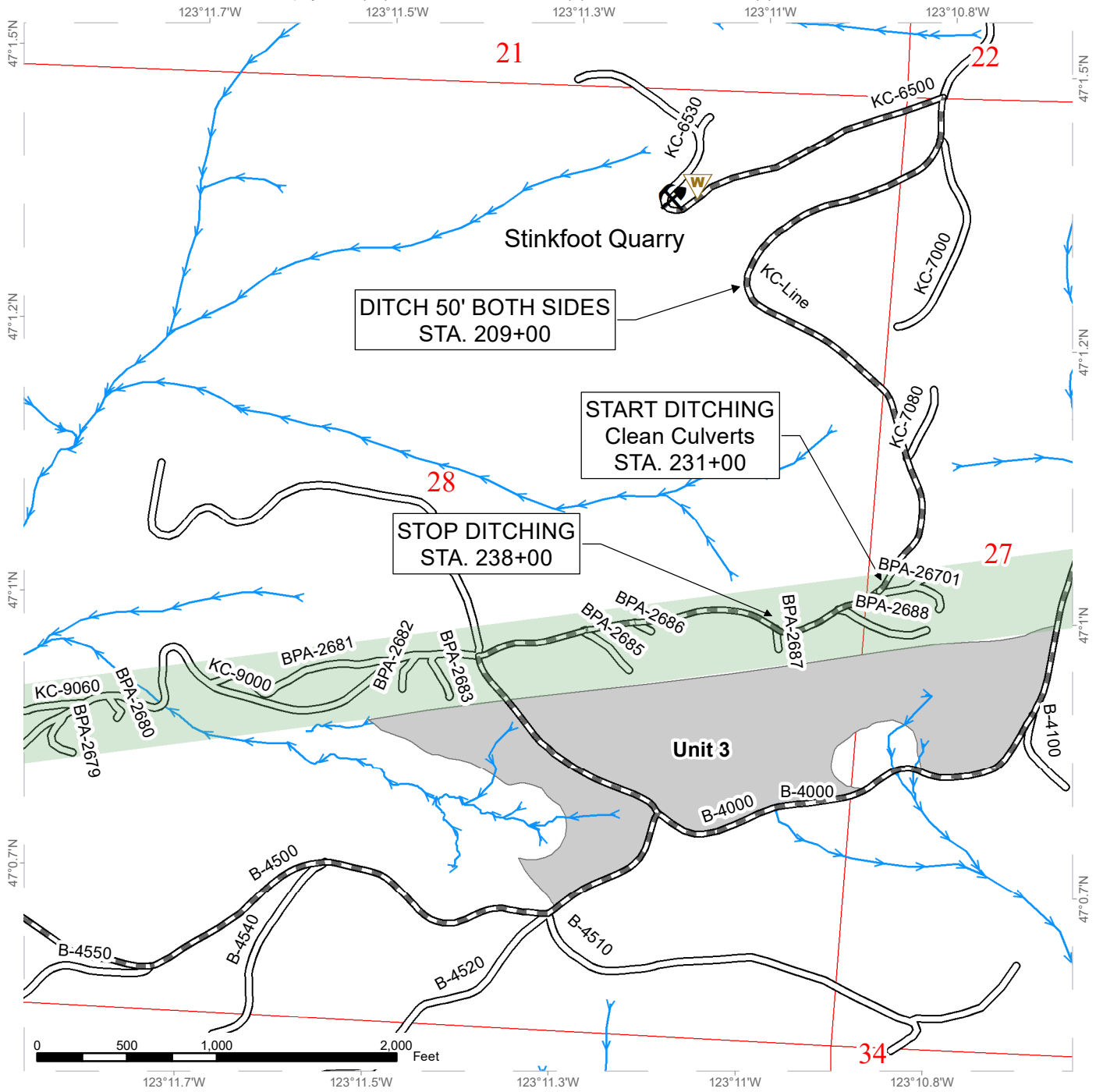
	Existing Roads
	Required Pre-Haul Maintenance
	Streams
	Timber Sale Unit
	BPA Corridors



# ROAD WORK MAP 4 OF 6

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



	Existing Roads		Waste Area
	Required Pre-Haul Maintenance		Rock Pit
	Streams		
	Timber Sale Unit		
	BPA Corridors		

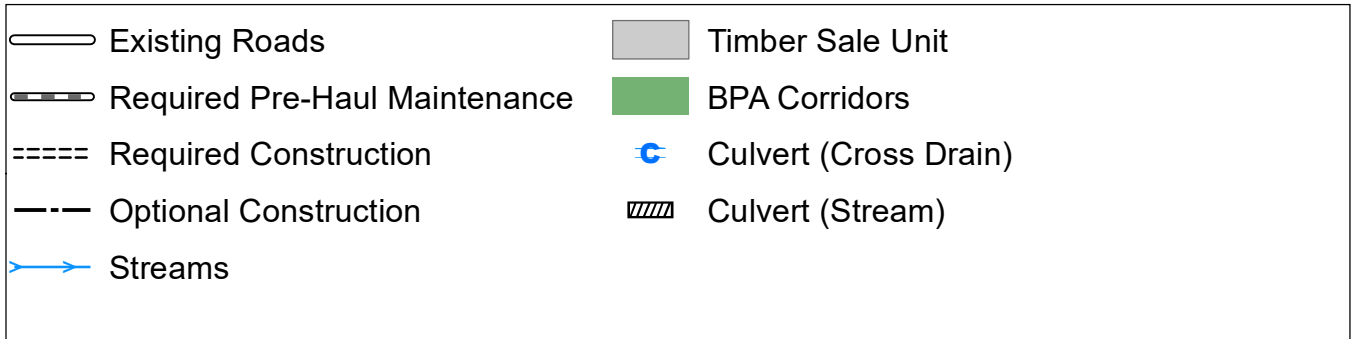
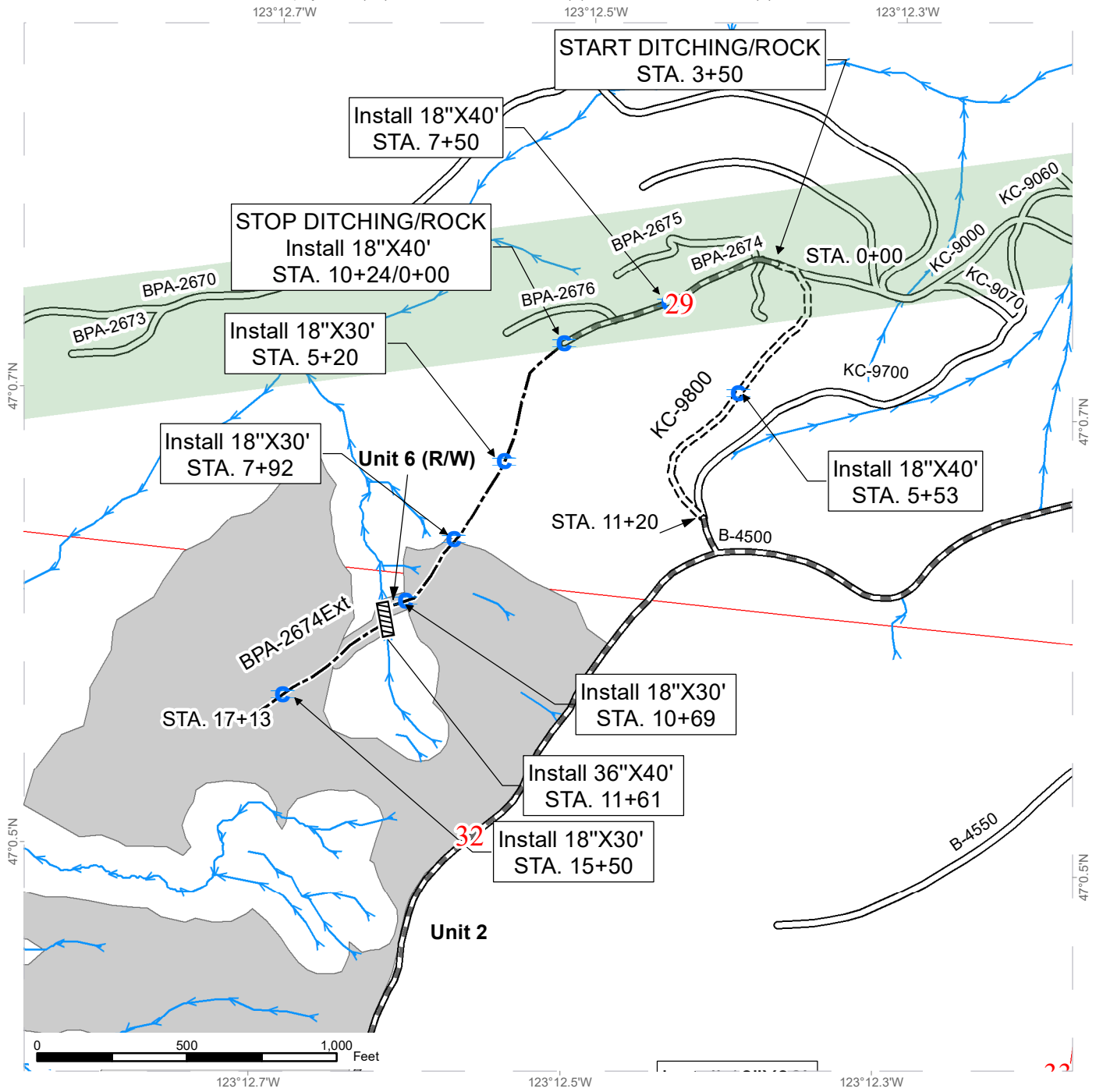




# ROAD WORK MAP 5 OF 6

SALE NAME: Cabbage Patch  
 AGREEMENT#: 30-103592  
 TOWNSHIP(S): T18R4W  
 TRUST(S): Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

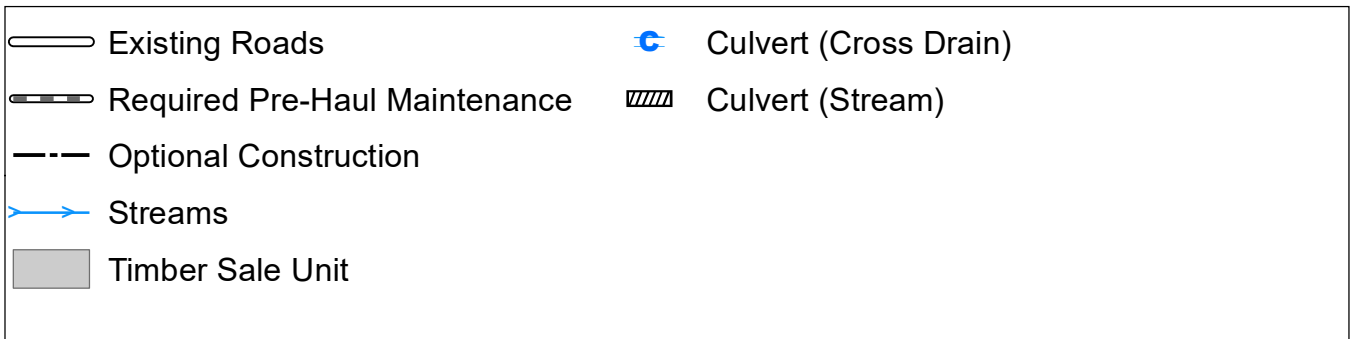
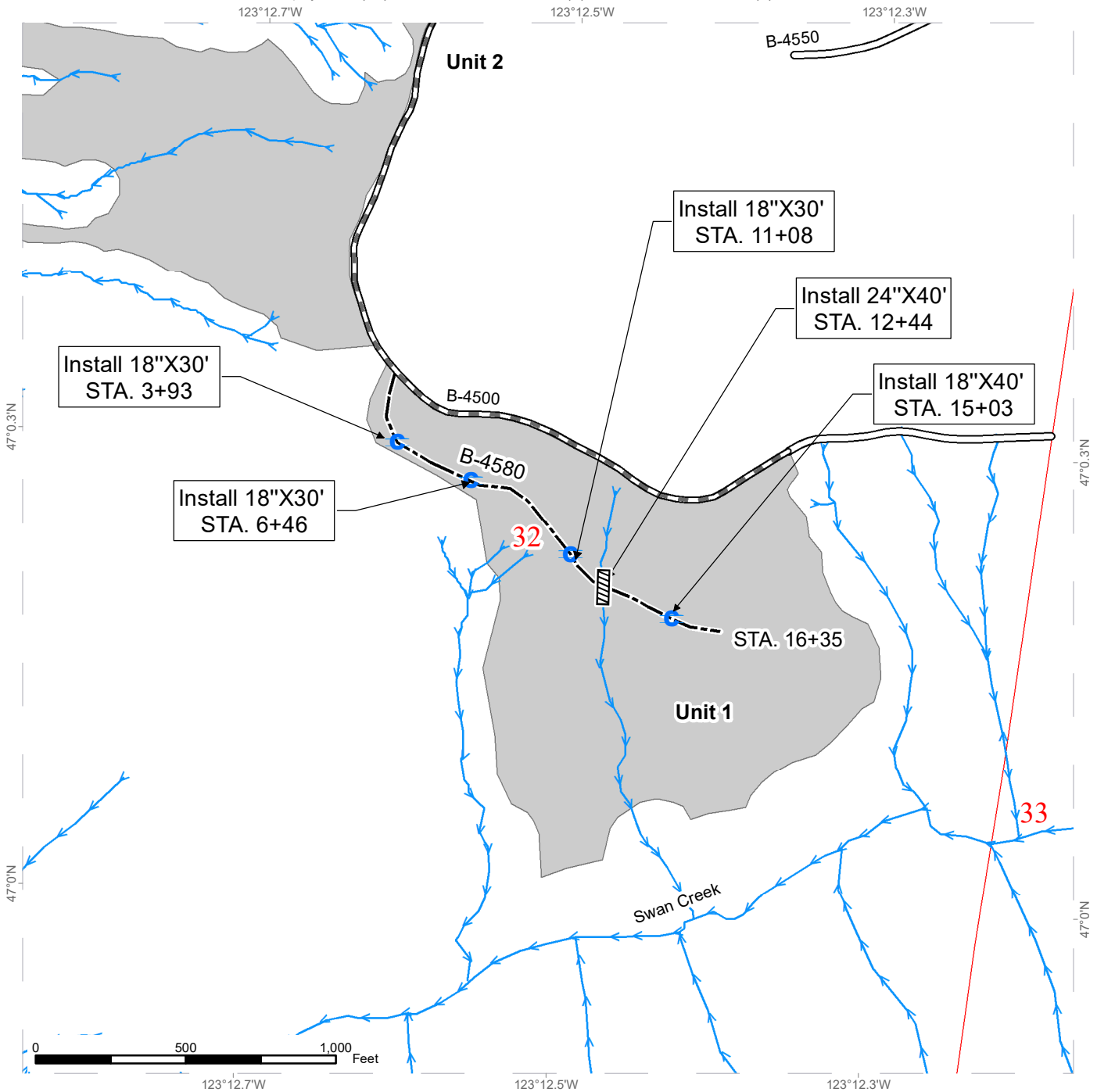
REGION: South Puget Sound Region  
 COUNTY(S): Grays Harbor, Thurston  
 ELEVATION RGE: 720-1960



# ROAD WORK MAP 6 OF 6

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

CABBAGE PATCH TIMBER SALE ROAD PLAN  
GRAYS HARBOR & THURSTON COUNTY  
DELPHI UNIT  
BLACK HILLS DISTRICT

AGREEMENT NO.: 30-103592

STAFF ENGINEER: JACOB GROSS

DATE: AUGUST 1, 2023

DRAWN & COMPILED BY: JACOB GROSS

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>
B-Line	418+50 to 685+10	Pre-Haul Maintenance
B-4000	0+00 to 93+57	Pre-Haul Maintenance
B-4500	0+00 to 103+70	Pre-Haul Maintenance
B-4580	4+00 to 16+35	Abandonment, if constructed
BPA-2674	3+50 to 10+24	Pre-Haul Maintenance
BPA-2674Ext	0+00 to 17+13	Abandonment, if constructed
KC-Line	0+00 to 142+10	Pre-Haul Maintenance
KC-Line	192+50 to 254+65	Pre-Haul Maintenance
KC-2000	0+00 to 11+00	Pre-Haul Maintenance
KC-2100	0+00 to 28+50	Pre-Haul Maintenance
KC-3000	0+00 to 38+70	Pre-Haul Maintenance
KC-6500	0+00 to 17+00	Pre-Haul Maintenance
KC-9700	17+26 to 18+76	Pre-Haul Maintenance
KC-9800	0+00 to 11+20	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>
B-4580	0+00 to 16+35	Construction
BPA-2674Ext	0+00 to 17+13	Construction

#### **0-4 CONSTRUCTION**

Construction includes, but is not limited to:

- Clearing
- Grubbing
- Right-of-way debris disposal
- Excavation and/or embankment to subgrade
- Turnout and turnaround construction
- Landing construction
- Acquisition and installation of drainage structures
- Stream culvert installation
- Acquisition, manufacture, and application of rock

#### **0-6 PRE-HAUL MAINTENANCE**

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

- Cleaning ditches
- Cleaning culverts, and catchbasins
- Ditch reconstruction
- Reconstructing headwalls
- Constructing catchbasin and headwall
- Acquisition, manufacture and application of rock
- Cross drain culvert replacement/installation
- Grading and shaping existing road surface and turnouts
- Streambed maintenance See Section 11 and attached design

#### **0-7 POST-HAUL MAINTENANCE**

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

#### **0-10 ABANDONMENT**

This project includes abandonment listed in Clause 9-21 ROAD ABANDONMENT.

#### **0-12 DEVELOP ROCK SOURCE**

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

### **SECTION 1 – GENERAL**

#### **1-1 ROAD PLAN CHANGES**

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

## SUBSECTION ROAD MARKING

### 1-15 ROAD MARKING

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

- Pre-haul activities: 2 in. x 48 in. wooden lath with station and activity
- Construction: Orange ribbon tied eye-height along centerline, w/orange pin flags or wooden lath marking centerline

### 1-16 CONSTRUCTION STAKES SET BY STATE

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

<u>Road</u>	<u>Type</u>
Construction	Reference Points
Pre-Haul Maintenance	Construction Stakes

### 1-18 REFERENCE POINT DAMAGE

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

## SUBSECTION TIMING

### 1-20 COMPLETE BY DATE

On the following road(s), Purchaser shall complete road work by the specified date and before the start of timber haul.

<u>Road</u>	<u>Comments</u>
All pre-haul maintenance	Before the start of timber haul

### 1-21 HAUL APPROVAL

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

### 1-22 WORK NOTIFICATIONS

On the following road(s), Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
B-4000	40+70

**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:

- Drainage installation
- Subgrade compaction
- Rock compaction

**SUBSECTION RESTRICTIONS**

**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. The operation of road construction equipment is also not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator

<u>Activity</u>	<u>Closure Period</u>
All road work activities	November 1 to April 30

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

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
B-4000	40+70	Streambed Maintenance	October 1 to July 14

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a seasonal closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION and Contract Clause H-130, the Purchaser shall comply with a maintenance plan, when a plan is determined necessary by the Contract Administrator, to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan

**1-29 SEDIMENT RESTRICTION**

Purchaser shall not allow silt-bearing runoff to enter any streams. Purchaser shall accomplish sediment removal through silt traps, silt fences, settling ponds, or other methods as approved, in writing by the Contract Administrator.

### **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 roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Surface or base stability problems persist.

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

### **1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION**

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

Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated 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.

### **1-33 SNOW PLOWING RESTRICTION**

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

## **SUBSECTION OTHER INFRASTRUCTURE**

### **1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS**

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.



**1-43 ROAD WORK AROUND UTILITIES**

Road work is in close proximity to a utility. Known utilities are listed, but it is the Purchaser’s responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including “call before you dig”, and liabilities associated with the utilities and their rights-of-way. Purchaser shall notify the Bonneville Power Administration 5 calendar days’ before starting road work.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
BPA-2674	3+50 to 10+24	BPA Transmission Lines	<b>Cody Smith 360-742-6887 Or Jason Hunt 253-880-4112</b>
KC-9800	0+00 to 4+00	BPA Transmission Lines	

**SECTION 2 – MAINTENANCE**

**2-1 GENERAL ROAD MAINTENANCE**

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

**2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE**

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

**2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER**

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

**2-5 MAINTENANCE GRADING – EXISTING ROAD**

On the following roads, Purchaser shall use a grader to shape the existing surface before rock application and/or timber haul.

<u>Road</u>	<u>Stations</u>
B-Line	418+50 to 685+10
B-4000	0+00 to 93+57
B-4500	0+00 to 103+70
BPA-2674	3+50 to 10+24
KC-Line	0+00 to 142+10
KC-Line	192+50 to 254+65
KC-2000	0+00 to 11+00
KC-2100	0+00 to 28+50
KC-3000	0+00 to 38+70
KC-6500	0+00 to 17+00
KC-9700	17+26 to 18+76

**2-6 CLEANING CULVERTS**

On the following roads, Purchaser shall clean the inlets and outlets of all culverts:

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
KC-Line	115+50 to 142+10, Marked in Field	Clean Inlet & Outlet, Organic Debris/Soil

**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. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
BPA-2674	3+50 to 10+24
KC-Line	209+00 to 209+50
KC-Line	231+00 to 238+00

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

**SUBSECTION CLEARING**

**3-5 CLEARING**

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

**3-8 PROHIBITED DECKING AREAS**

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against state owned standing trees.

**SUBSECTION GRUBBING**

**3-10 GRUBBING**

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET and within waste and debris areas. 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**

On the following road(s), Purchaser may place grubbed stumps adjacent to the road shoulder, within the clearing limits, and outside the right of way tags. Stumps placed outside the right-of-way tags must be positioned upright, with root wads in contact with the forest floor. Stumps placed within the right-of-way tags shall be used for road abandonment.

<u>Road</u>	<u>Stations</u>
BPA-2674Ext	10+00 to 13+50

**SUBSECTION ORGANIC DEBRIS**

**3-20 ORGANIC DEBRIS DEFINITION**

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

**3-21 DISPOSAL COMPLETION**

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

**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 55%.
- 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 State owned standing timber.

**3-24 BURYING ORGANIC DEBRIS RESTRICTED**

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

**3-25 SCATTERING ORGANIC DEBRIS**

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

## SECTION 4 – EXCAVATION

### 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 as approved, in writing, by the Contract Administrator.
- Road pioneering operations may not undercut the final cut slope, deposit excavated material outside the grubbing limits, or restrict drainage.
- Culverts at live stream crossings must be installed during pioneering operations

### 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 6% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

### 4-5 CUT SLOPE RATIO

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

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

### 4-6 EMBANKMENT SLOPE RATIO

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

<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 less than 6 feet.
- 4 feet for embankment heights at centerline of 6 feet or greater.

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

SUBSECTION DITCH CONSTRUCTION

**4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

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

**4-28 DITCH DRAINAGE**

Ditches shall be constructed concurrently with construction of the subgrade. Ditches must drain to cross-drain culverts or ditchouts.

**4-29 DITCHOUTS**

Purchaser shall construct ditchouts as identified in maps, in field, 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.

SUBSECTION WASTE MATERIAL (DIRT)

**4-35 WASTE MATERIAL DEFINITION**

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

**4-36 DISPOSAL OF WASTE MATERIAL**

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris.

**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>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>	<u>Volume</u>
KC-6500	See Quarry Plan	Stinkfoot Quarry	1000 cy

#### **4-38 PROHIBITED WASTE DISPOSAL AREAS**

Purchaser shall not deposit waste material in the following areas, except as otherwise specified in this plan:

- Within 25 feet of a cross drain culvert outlet.
- Within 100 feet of a live stream or wetland.
- 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.

### SUBSECTION SHAPING

#### **4-55 ROAD SHAPING**

Purchaser shall shape each lift of 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**

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

### SUBSECTION COMPACTION

#### **4-60 FILL COMPACTION**

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. 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. On fills deeper than 5 feet at the road shoulder Purchaser shall compact fill material in lifts no greater than 18 inches. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

#### **4-62 DRY WEATHER COMPACTION**

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

#### **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

**5-1 REMOVAL OF SHOULDER BERMS**

Purchaser shall remove berms from road shoulders to permit escape of runoff.

SUBSECTION CULVERTS

**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 10-23.

**5-7 USED CULVERT MATERIAL**

On temporary roads, Purchaser may install used culverts. All other roads must have new culverts installed. Culverts must meet the specifications in Clauses 10-15 through 10-23.

**5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the CULVERT AND DRAINAGE LIST and materials listed in Clause 5-13 CONTINGENCY CULVERTS that are not installed will become the property of the state. Purchaser shall stockpile materials at Mima Mound Pit, located at 46.888952N, 123.054728W.

**5-13 CONTINGENCY CULVERTS**

The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator.

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	Quantity 2 - 18"X30' Culvert Quantity 2 - 18" Culvert band

SUBSECTION CULVERT INSTALLATION

**5-15 CULVERT INSTALLATION**

Culvert, downspout, flume and energy dissipater 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”. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

**5-16 APPROVAL FOR LARGER CULVERT INSTALLATION**

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

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

Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 12%.

**5-18 CULVERT DEPTH OF COVER**

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

SUBSECTION ENERGY DISSIPATERS

**5-20 ENERGY DISSIPATERS**

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed. QUARRY SPALLS shall meet the specifications in Clause 6-43.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

**5-25 CATCH BASINS**

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

**5-26 HEADWALLS FOR CULVERTS**

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock.

**5-27 ARMORING FOR STREAM CROSSING CULVERTS**

Purchaser shall place inlet and outlet protection in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on CULVERT LIST. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be by zero-drop-height method only.

**5-33 NATIVE SURFACE ROADS**

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached 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 300 feet.



SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

**6-2 ROCK SOURCE ON STATE LAND**

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Purchaser. 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 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Stinkfoot Quarry	NE ¼ Sec. 28, T18N, R04W	2 Inch Crushed, 4 Inch Jaw, 4 Inch In-Place, 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.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
Stinkfoot Quarry	See Quarry Plan	2 Inch Crushed	500 CY

**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.

SUBSECTION ROCK SOURCE DEVELOPMENT

**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 calendar days before starting any operations in the rock source.

<u>Source</u>	<u>Location</u>
Stinkfoot Quarry	NE ¼ Sec. 28, T18N, R04W

## 6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications, unless otherwise specified in the ROCK SOURCE DEVELOPMENT PLAN:

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

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

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

## 6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 200 cubic yards.
- Oversize material is defined as rock fragments larger than two feet in any dimension.
- Oversized rock that exceeds the maximum allowable amount must be reduced to a smaller size within the rock source.
- Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before blasting operations.
- Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator 5 calendar days before any drilling. The drilling and shooting plan must include, at a minimum, the mapped location and spacing of all holes to be loaded, the type of blasting agent used, the powder factor calculated and the units of same, stem amount held per hole. After drilling, the type of rock encountered while drilling e.g. hard black, soft brown, etc. shall be amended to submitted plan.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine

Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.

- Purchaser shall block access roads before blasting operations.

#### SUBSECTION ROCK MANUFACTURE

##### 6-20 ROCK CRUSHING OPERATIONS

Rock crushing operations must conform to the following specifications:

- Operations and placement of oversize material must be conducted in or near the rock source site, as approved in writing by the Contract Administrator.
- The crushing operation must be concluded within 30 working days from the time it begins.

##### 6-21 IN-PLACE PROCESSING

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall remove any existing organic debris before the start of in-place crushing operations. The use of in-place processing methods is subject to written approval by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
B-4580	0+00 to 16+35
BPA-2674Ext	0+00 to 17+13

##### 6-23 ROCK GRADATION TYPES

Purchaser shall 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.

#### SUBSECTION ROCK GRADATIONS

##### 6-32 2-INCH MINUS CRUSHED ROCK

% Passing 2" square sieve	100%
% Passing 1" square sieve	50 – 85%
% Passing U.S. #4 sieve	30 – 50%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	8% maximum

##### 6-37 4-INCH JAW RUN ROCK

% Passing 4" square sieve	95%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

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

**6-38 4-INCH IN-PLACE ROCK**

4-inch in-place rock must have a minimum of 90 percent of the top 4 inches of the running surface pass a 4-inch square opening.

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 50 percent of rock may be larger than 6 inches in any dimension and no rock may be larger than 8 inches in any dimension.

**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 10 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, 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.

**6-44 STREAMBED ROCK**

Streambed rock must be manufactured on site or in a rock pit by mixing the components shown below with an excavator or front-end loader from Streambed Rock Mix material in 6-52.

- 2 parts Streambed Cobbles
- 1 parts Streambed Sediment

**6-52 STREAMBED ROCK MIX**

Purchaser shall provide and install streambed material consisting of rock meeting the quality requirements of WSDOT Section 9-13 and the gradation requirements of WSDOT Section 9-0.3.11(1), Streambed Sediment, augmented with WSDOT Section 9-0.3.11(2), Streambed Cobbles, or with material reclaimed from the streambed within the pipe structure being replaced in order to obtain a well graded mix, prior to placement, as shown on the design and listed in Clause 6-44.

The rock shall be hard, sound, and durable material, free from seams, cracks and other defects that tend to destroy its resistance to weather, and may contain broken and/or processed rock.

Streambed Sediment in accordance with WSDOT Section 9-0.3.11(1)

Sieve Size	Percent Passing by Weight
2 ½ inch square	99% - 100%
2 inch square	65% - 95%
1 inch square	50% - 85%
No. 4	26% - 44%
No. 40	16% max.
No. 200	5% - 9%

Streambed Cobbles in accordance with WSDOT Section 9-0.3.11(2)

Approximate Size	Percent Passing	
	6" Cobbles	12" Cobbles
12"		99% - 100%
10"		70% - 90%
8"		
6"	99% - 100%	
5"	70% - 90%	30% - 60%
4"		
3"		
2"	30% - 60%	
1 ½"		
¾"	10% max.	10% max.

Approximate size can be determined by taking the average dimension of the three axes of the rock, Length, Width, and Thickness is the second longest axis, and thickness is the shortest axis.

SUBSECTION ROCK MEASUREMENT

**6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH**

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

SUBSECTION ROCK APPLICATION

**6-70 APPROVAL BEFORE ROCK APPLICATION**

Purchaser shall obtain written approval from the Contract Administrator for subgrade including: ditches, headwalls, catch basins, culverts, energy dissipaters, ditch-outs, subgrade shaping and compacting 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. The Contract Administrator will direct locations for rock that is to be applied as spot patching. 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.

**6-75 OPTIONAL ROCK EXCEPTION**

On the following roads, the Purchaser may place less rock than shown on the ROCK LIST. The Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK.

<u>Road</u>	<u>Stations</u>
B-4580	4+00 to 16+35
BPA-2674Ext	0+00 to 17+13

**SECTION 7 – STRUCTURES**

**SUBSECTION GATE CLOSURE**

**7-70 GATE CLOSURE**

On the following road(s), Purchaser shall keep gates closed and locked except during periods of haul. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed at termination of use.

<u>Road</u>	<u>Station</u>	<u>Gate No.</u>
KC-Line	1+96	1260

**SECTION 8 – EROSION CONTROL**

**8-2 PROTECTION FOR EXPOSED SOIL**

Purchaser shall provide and evenly spread a 6-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.

<u>Road</u>	<u>Location</u>	<u>Coverage</u>	<u>Type</u>	<u>Comments</u>
B-4580	11+00 to 14+00	70%	Weed Free Straw	Straw exposed soils concurrently with native plant mixture.
BPA-2674Ext	10+00 to 13+50			

**SUBSECTION REVEGETATION**

**8-15 REVEGETATION**

On the following road(s), Purchaser shall spread seed on all exposed soils within the grubbing limits.

<u>Road</u>	<u>Location</u>	<u>Type</u>	<u>Comments</u>
B-4580	11+00 to 14+00	Native Plant Mix	Seed Wetland crossing
BPA-2674Ext	10+00 to 13+50		

**8-17 REVEGETATION TIMING**

On the following roads, Purchaser shall revegetate immediately following the completion of the activity listed below.

<u>Road</u>	<u>Revegetation Type</u>	<u>Comments</u>
B-4580	Plant Mix and Straw Mulch	See Road Plan Clause 9-23
BPA-2674Ext	Plant Mix and Straw Mulch	See Road Plan Clause 9-23

**8-18 PROTECTION FOR SEED**

Purchaser shall provide a protective cover for seed. The protective cover may consist of weed free straw mulch. Seed must be covered before the first anticipated storm event.

SUBSECTION SEED, FERTILIZER, AND MULCH

**8-25 SEED MIXTURE**

Purchaser shall evenly spread the seed mixture listed below on all exposed soil at a rate of 50-70 pounds per acre of exposed soil. Grass seed must meet the following specifications:

1. Weed seed may not exceed 0% 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.

<b>Drought to Moist Conditions</b>	
<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Annual Ryegrass	50
Oats	30
Perennial Ryegrass	10
Austrian Winter Pea	10

<b>Saturated in Midsummer Conditions</b>	
<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Annual Ryegrass	50
Oats	30
Barley	15
Austrian Winter Pea	5

## SECTION 9 – POST-HAUL ROAD WORK

### SUBSECTION STRUCTURES

#### 9-1 BARRICADES

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
B-4580	4+00
BPA-2674Ext	0+00

#### 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.

### SUBSECTION POST-HAUL LANDING MAINTENANCE

#### 9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

### SUBSECTION DECOMMISSIONING AND ABANDONMENT

#### 9-21 ROAD ABANDONMENT

If constructed/reconstructed, Purchaser shall abandon the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
B-4580	0+00 to 11+00 and 14+00 to 16+35	Road Plan Clause 9-22
BPA-2674Ext	0+00 to 4+09 and 13+50 to 17+13	Road Plan Clause 9-22
B-4580	11+00 to 14+00	See Clause 9-23 Forested Wetland Abandonment
BPA-2674Ext	10+00 to 13+50	



## **9-22 ABANDONMENT**

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 per cent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Remove used culvert material from State Land.
- Construct earth barricade as per clause 9-1 BARRICADES.

## **9-23 FORESTED WETLAND ABANDONMENT**

- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 per cent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- DO NOT APPLY NORMAL GRASS SEED, see site specific clause 8-25 SEED MIXTURE
- Silt barriers shall be installed as a failsafe to protect area from sediment delivery until vegetation is established.
- Rock shall be removed from the wetland area.
- Rootwads removed from the right-of-way during construction shall be retained and placed on the abandoned road prism.

## **SECTION 10 MATERIALS**

### **SUBSECTION CULVERTS**

#### **10-17 CORRUGATED PLASTIC CULVERT**

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culvert segments not specifically labeled as downspouts 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

SECTION 11 SPECIAL NOTES

**11-1 STREAMBED MAINTENANCE**

Before completion of contract, Purchaser shall replace streambed within the fish culvert in accordance with FPA Requirements, B-4000 Culvert NO. T18R04W-112, STREAMBED MAINTENANCE DETAILS design drawings and construction notes on the following road.

<u>Road</u>	<u>Stations</u>
B-4000	40+70

**11-2 STREAM PROTECTION**

Disturbance of the streambed, banks, and riparian vegetation shall be limited to that necessary to construct the project. Project activities shall not degrade water quality downstream to the detriment of fish life. Equipment working in and around streams shall be free of external petroleum-based products or leaks. Equipment shall be checked daily for leaks and any necessary repairs shall be completed at an upland location prior to use in or near the water. Upon completion of the in-stream work, all materials used for temporary silt fences, check dams or other temporary in-stream structures shall be removed and the stream returned to pre-project conditions or better.

**11-3 SETTLING POND AND PUMP**

On the following roads, Purchaser shall reconstruct the streambed inside fish passage culvert. Streambed maintenance shall be in accordance with the FPA, Settling Pond and Pump Detail and Live Stream Culvert Procedure unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
B-4000	40+70

**11-4 STREAMBED MAINTENANCE**

Streambed maintenance consists of channel excavation and placement of streambed material.

1. Remove top layer (approximately 16") per design.
2. Install streambed sediment, filling all voids, and apply water until flow is atop streambed along entire pipe.
3. Install streambed mix (cobbles and sediment) per plans, filling all voids with streambed sediment, and apply water until flow is atop streambed along entire pipe. Additional streambed sediment may need to be applied with water to fill voids and achieve stream flow atop the streambed.
4. Reconstructed stream channel shall be cleaned of surface fine sediment before re-introduction of stream flow. Channels shall be washed down with pressurized water. Sediment laden effluent shall be collected and pumped to a vegetated upland location for filtration away from any natural stream channels. Sediment laden water shall not be allowed to enter natural stream flow.
5. All waste associated with this project shall utilize approved waste areas in accordance with road plan clause 4-37, WASTE AREA LOCATION.

**11-5 SEDIMENT RESTRICTION**

On the following road, Purchaser shall not allow silt-bearing runoff to enter any WMZ. Contract Administrator may require the use of silt-fencing, jute mesh, coconut mat, or other means to eliminate silt-bearing runoff. All materials used shall be removed from State Land prior to road abandonment approval.

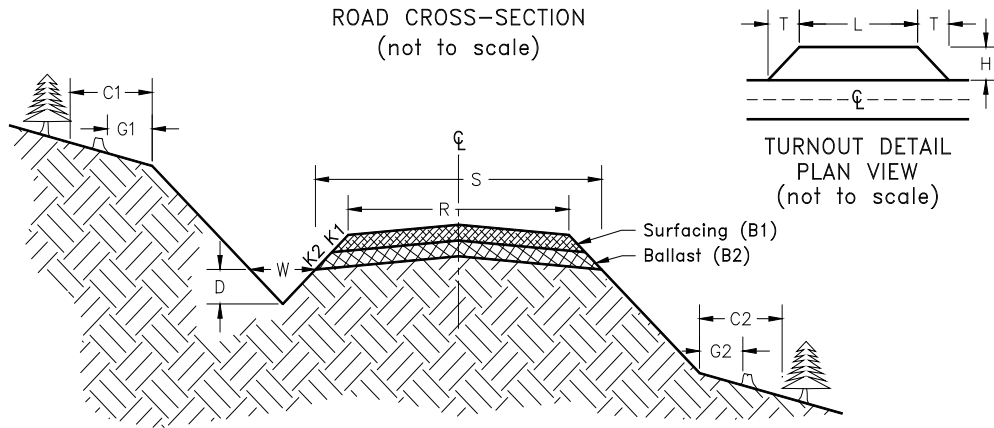
<u>Road</u>	<u>Stations</u>
BPA-2674Ext	10+00 to 13+50

**11-6 STUMPS**

On the following road, Purchaser is not required to remove stumps if they are cut flush with the ground.

Road	Stations
BPA-2674Ext	10+00 to 13+50

# TYPICAL SECTION SHEET (pg 1 of 1)



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio	Fill Slope Ratio
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
				S	R	W	D		G1	G2	C1	C2	Clause	Clause
B-Line	418+50	685+10	A		14	3	1	4	-	-	-	-	4-5	4-6
B-2700	0+00	45+70	C	16	12	3	1	4	-	-	-	-	4-5	4-6
B-4000	0+00	93+57	B		12	3	1	4	-	-	-	-	4-5	4-6
B-4500	0+00	103+70	C	16	12	3	1	4	-	-	-	-	4-5	4-6
B-4580	0+00	4+00	C	16	12	3	1	4	3	3	5	5	4-5	4-6
B-4580	4+00	16+35	C	16	12	3	1	4	0	0	0	0	4-5	4-6
BPA-2674	3+50	10+24	B	16	12	3	1	4	3	3	5	5	4-5	4-6
BPA-2674Ext	0+00	10+00	B	16	12	3	1	4	0	0	5	5	4-5	4-6
BPA-2674Ext	0+00	13+50	B	16	12	3	1	4	0	0	TAGS	TAGS	4-5	4-6
BPA-2674Ext	13+50	17+13	B	16	12	3	1	4	0	0	0	0	4-5	4-6
KC-Line	0+00	142+10	A		14	3	1	4	-	-	-	-	4-5	4-6
KC-Line	192+50	254+65	A		14	3	1	4	-	-	-	-	4-5	4-6
KC-2000	0+00	11+00	B	16	12	3	1	4	-	-	-	-	4-5	4-6
KC-2100	0+00	28+50	B	16	12	3	1	4	-	-	-	-	4-5	4-6
KC-3000	0+00	38+70	B	16	12	3	1	4	-	-	-	-	4-5	4-6
KC-6500	0+00	17+00	B	16	12	3	1	4	-	-	-	-	4-5	4-6
KC-9700	17+26	18+76	B	16	12	3	1	4	-	-	-	-	4-5	4-6
KC-9800	0+00	11+20	B	16	12	3	1	4	3	3	5	5	4-5	4-6

\*Tags are orange "Right-of-Way Boundary" tags

# ROCK LIST

## BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Comments
			K2	B2	<b>4 Inch Jaw</b>				
KC-9800	0+00	11+20	1 ½ :1	12	56	11.20	628	Stinkfoot Quarry/Stockpile, Commercial Source	
BPA-2674	3+50	10+24	1 ½ :1	12	56	6.74	378		
<b>4 Inch In Place/4 Inch Jaw</b>									
B-4580	0+00	4+00	1 ½ :1	12	56	4.00	224		
B-4580*	4+00	16+35	1 ½ :1	12	56	12.35	692		
BPA-2674Ext*	0+00	17+13	1 ½ :1	12	56	17.13	960		
<b>4 Inch In Place/Select Pit Run</b>									
Landing Rock*							750		
<b>Streambed Cobbles</b>									
B-4000	40+70	40+70	NA	NA	-	-	36		See Sec 11 & Detail for final mixture.
<b>Quarry Spalls</b>									
Culvert Headwalls and Dissapaters							42		See CULVERT AND DRAINAGE LIST

4 Inch In Place/4 Inch Jaw Total 3,632 Cubic Yards  
 Quarry Spalls Total 42 Cubic Yards  
 Streambed Cobbles 36 Cubic Yards  
 Ballast Total 3,710 Cubic Yards

Included in C.Y. Subtotal  
 CW – Curve Widening  
 TO – Turn Out  
 TA – Turn Around

\*Optional Rock: If Purchaser elects to haul on optional rock roads in wet weather, the depth listed above is recommended but not required.

SURFACE

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y. Station	# of Stations	C.Y. Subtotal	Rock Source	Comments		
			K1	B1	<b>2 Inch Crushed</b>				CW	TO	TA
B-4000	30+70	50+70	1 ½ :1	6	24	2	48	Stinkfoot Quarry/Stockpile, Commercial Source	Surface rock following streambed sediment replacement		
KC-9800	0+00	11+20	1 ½ :1	6	24	11.20	295		Includes CW Rock		
BPA-2674	3+50	10+24	1 ½ :1	6	24	6.74	162				
					<b>Streambed Sediment</b>						
B-4000	40+70	40+70	NA	NA	-	-	45		See Sec 11 & Detail for final mixture.		

2 1/2 Inch Minus Crushed Total \_\_\_505\_\_\_ Cubic Yards  
 Streambed Sediment \_\_\_45\_\_\_ Cubic Yards  
 Surface Total \_\_\_550\_\_\_ Cubic Yards

\*Optional Rock: If Purchaser elects to haul on optional rock roads in wet weather, the depth listed above is recommended but not required.

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement. **Apply appropriate factors to determine loose amounts for estimating purposes.** Roads and rock quantities are designed for dry weather use. If Purchaser elects to haul in wet weather additional rock may be obtained from the rock pits listed in Section 6 at the Purchaser's expense and with prior written approval from the Contract Administrator.

## COMPACTION LIST

Road	From Station	To Station	Type	Max Depth of Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
All new rock for pre-haul/post-haul maintenance			Pre/Post-haul rock	6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibrate on	3.5
All new construction and reconstruction			Subgrade, rock	12, 6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibrate on	3.5
All pre-haul maintenance roads			After pre-haul grading	6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibrate on	3.5

## CULVERT AND DRAINAGE LIST, pg 1 of 1

Road Number	Location	Culvert		Length (ft)			Armoring (C.Y.)			Backfill Material*	Placement Method*	Const. Staked *	Remarks
		Dia. (in)	Type	Culvert	Downspt	Flume	Inlet	Outlet	Type				
B-4000	40+70	-	-	-	-	-	-	-	-	-	-	-	See Attached Details
B-4580	3+93	18	PD	30	-	-	1	1.5	QS	NT			Install Cross Drain
	6+46	18	TEMP	30	-	-	1	1.5	QS	NT			Install Cross Drain
	11+08	18	TEMP	30	-	-	1	1.5	QS	NT			Install Cross Drain
	12+44	24	TEMP	40	-	-	2	2.5	QS	NT			Stream Install
	15+03	18	TEMP	40	-	-	1	1.5	QS	NT			Replace Cross Drain
BPA-2674	7+50	18	PD	40	-	-	1	1.5	QS	NT			Replace Cross Drain
	10+24	18	PD	40	-	-	1	1.5	QS	NT			Install Cross Drain
BPA-2674Ext	5+20	18	TEMP	30	-	-	1	1.5	QS	NT			Install Cross Drain
	7+92	18	TEMP	30	-	-	1	1.5	QS	NT			Install Cross Drain
	10+69	18	TEMP	30	-	-	1	1.5	QS	NT			Install Cross Drain
	11+61	36	TEMP	40	-	-	2	2.5	QS	NT			Stream Install
	15+50	18	TEMP	30	-	-	1	1.5	QS	NT			Install Cross Drain
KC-9800	5+53	18	PD	40	-	-	1	1.5	QS	NT			Install Cross Drain
As Directed by C.A.		18	PD	30	-	-	1	1.5	QS	NT			Contingency
		18	PD	30	-	-	1	1.5	QS	NT			Contingency
		18	PD	BAND	-	-							Contingency
		18	PD	BAND	-	-							Contingency

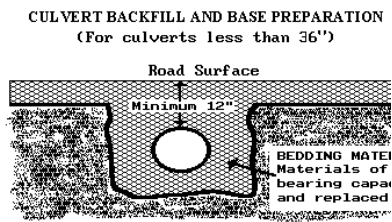
\* SEE CULVERT AND DRAINAGE SPECIFICATION DETAIL

PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

TEMP = Temporary Culvert

**Key:**

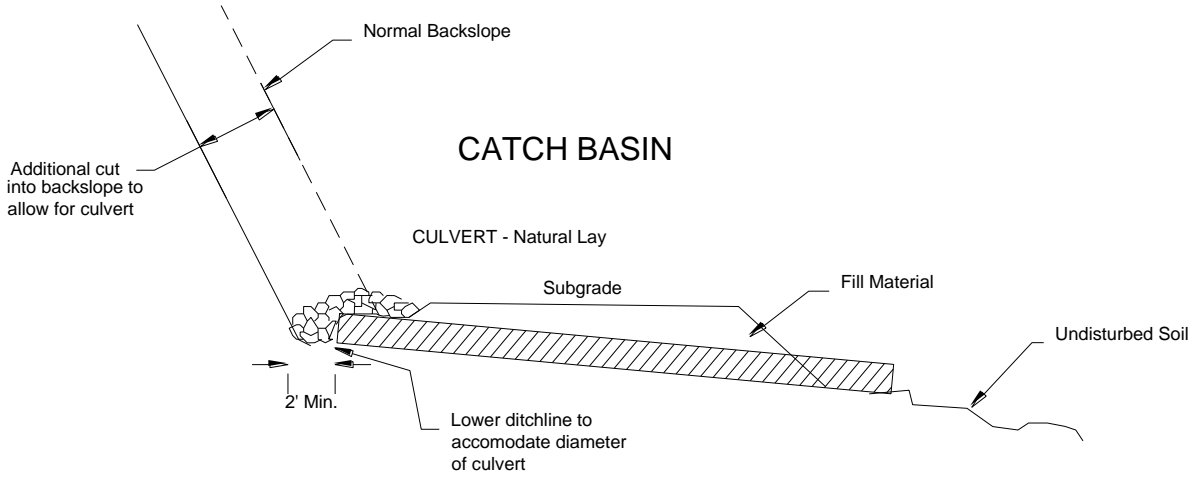
- QS - Quarry Spalls
- LL - Light Loose Riprap
- SR - Shot Crushed Rock
- NT - Native (bank run)
- SL - Select Fill
- Flume - Half round pipe
- Downsput - Full round pipe



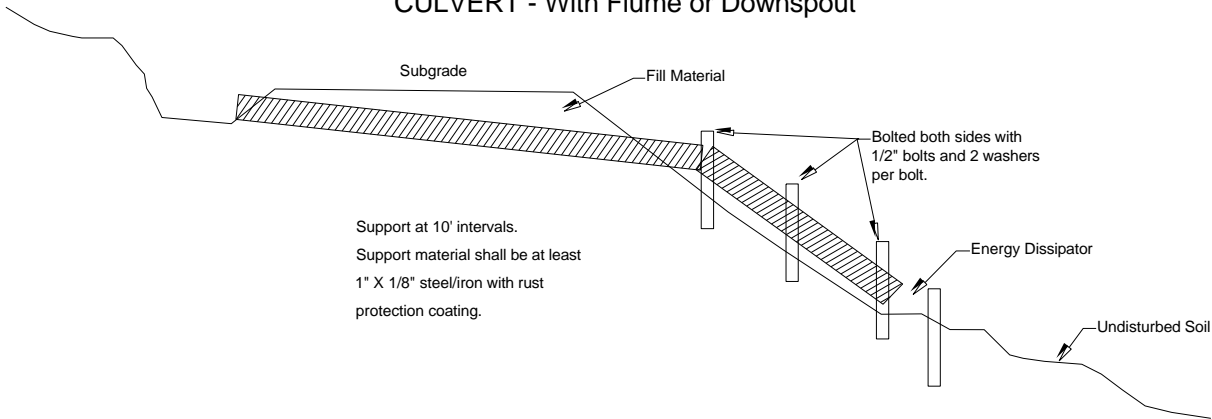


# CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 3)



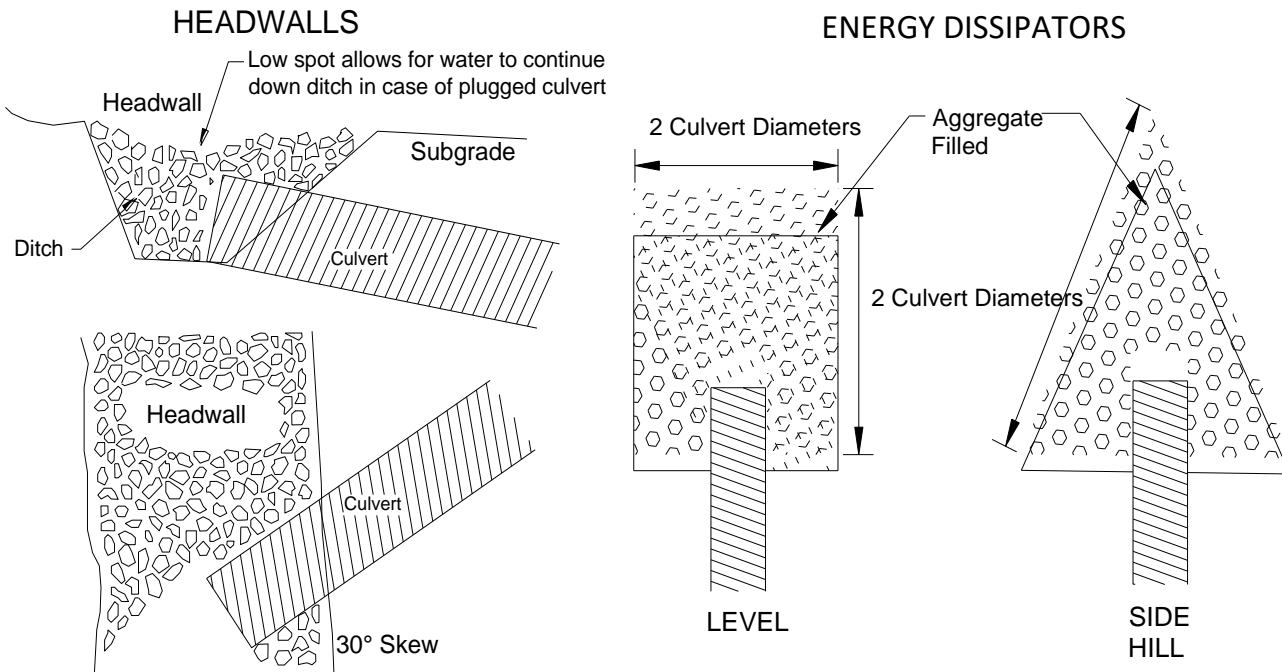
## CULVERT - With Flume or Downspout



## CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 3)

Proper preparation of foundation and placement of bedding material shall precede the installation of all culvert pipe. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform dense unyielding base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.



Headwalls to be constructed of material that will resist erosion.

Dissipator Specifications:  
Depth: 1 culvert diameter  
Aggregate: as specified in the CULVERT LIST.

## CULVERT AND DRAINAGE SPECIFICATION DETAIL

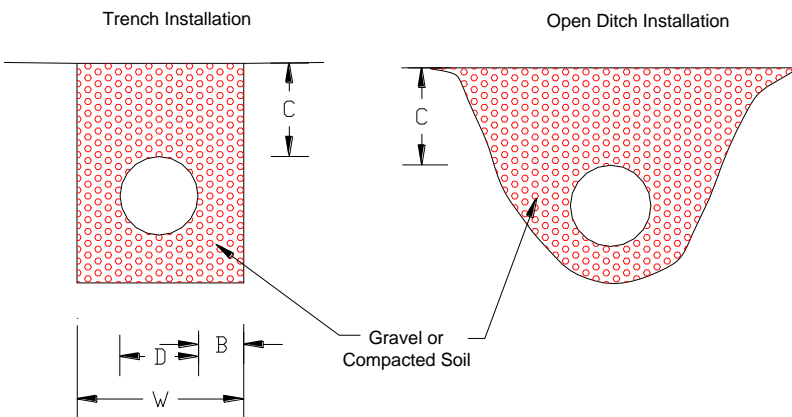
(Page 3 of 3)

### POLYETHYLENE PIPE INSTALLATION

#### INSTALLATION REQUIREMENTS:

1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
2. The corrugated pipe shall be laid on grade, on a layer of bedding material as shown for the two types of installations. If native soil is used as the bedding and backfill material, it shall be well compacted in six inch layers under the haunches, around the sides and above the pipe to the recommended minimum height of cover.
3. Either crushed aggregate or flexible (asphalt) pavement may be laid as part of the minimum cover requirements.
4. Site conditions and availability of bedding materials often dictate the type of installation method used.
5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% is required. This minimum compaction can be achieved by either hand or mechanical tamping.

#### MINIMUM DIMENSIONS Trench or Open Ditch Installation



Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width
D	B	C	W
18"	6"	12"	36"
24"	6"	12"	42"
30"	6"	12"	48"
6"	6"	12"	54"

## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

(Sheet 1 of 2)

### Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides up to 100 cubic yards in volume from ditches and the roadway. Repair fill-failures 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

- Shape 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.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

### Drainage

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

### Preventative Maintenance

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

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

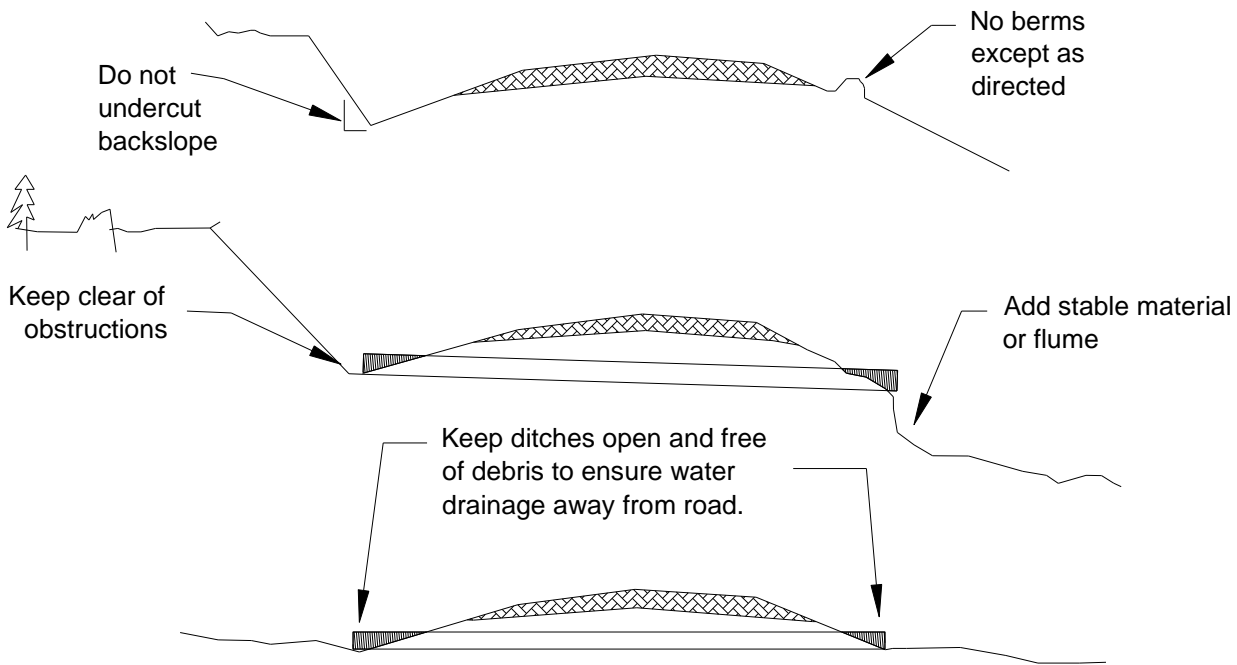
(Sheet 2 of 2)

## 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.



## LIVE STREAM CULVERT STREAMBED MAINTENANCE PROCEDURE

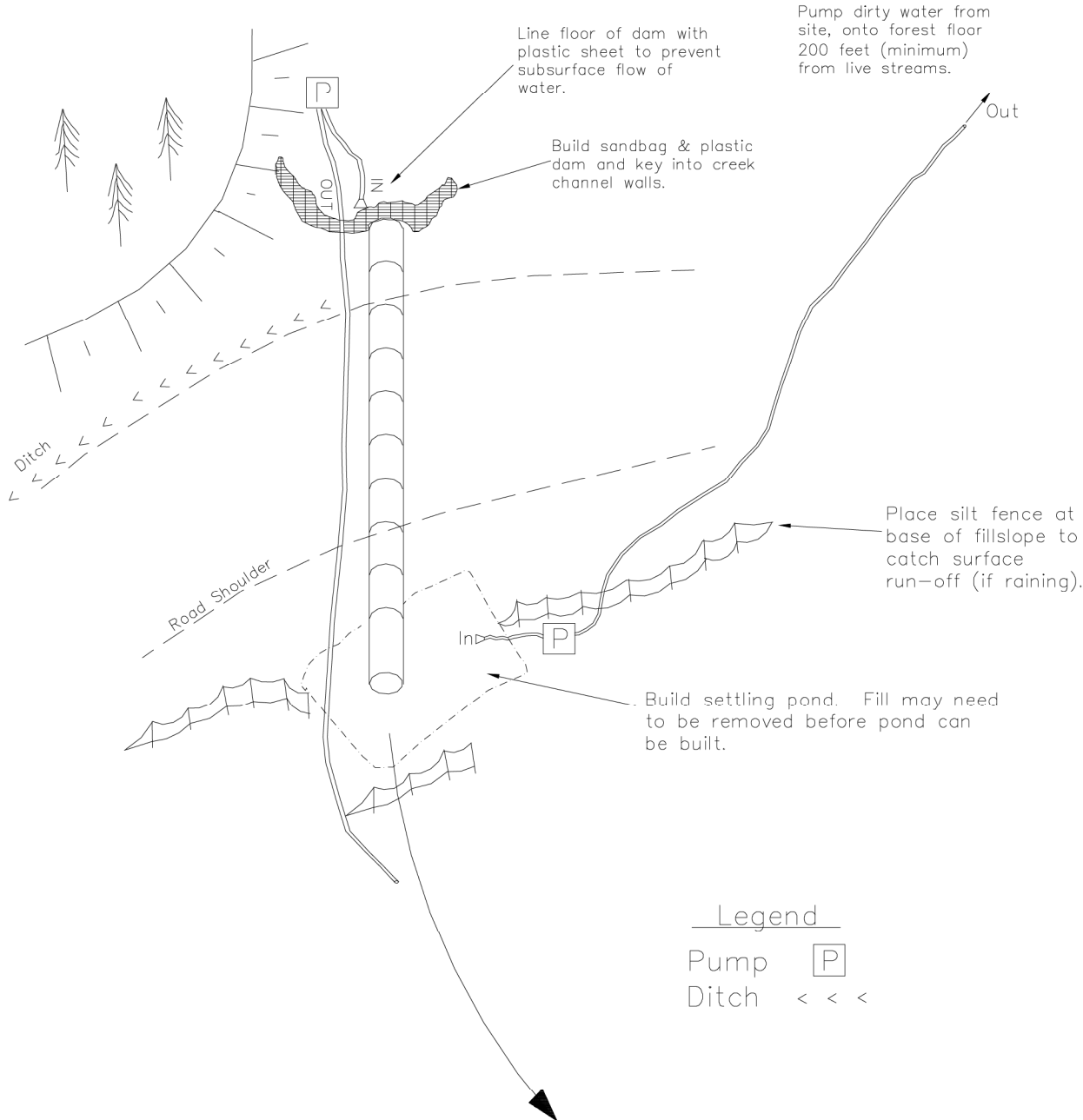
Order of work is as follows, deviations such as stream diversions shall be approved, in writing, by the Contract Administrator.

- 1) Purchaser shall notify the Contract Administrator of intent to start project, and a pre-work conference shall be held before move in of equipment. State will designate a representative that will inspect site when work is being performed in creek channel.
- 2) Assemble the items on the Materials List onsite before proceeding.
- 3) Set up pumps (2 required, with one as backup).
- 4) Dam up stream with sandbags and line floor of dam with plastic (to prevent sub-surface water flow), place clean rock on plastic to hold in place, and key leading edge of plastic into channel bottom - see SETTLING POND AND PUMP DETAIL. Build a settling pond at culvert outlet. Fill may need to be removed before the settling pond installation due to space limitations. Pump clean water at catch basin around work site and back into stream. Dirty water shall be pumped away from site and onto forest floor a minimum of 200 feet from live streams.
- 5) Reconstruct streambed per plans.
- 6) Backfill settling pond.

### Materials List:

- 3 pumps. The clean water pump (dam at culvert catch basin), dirty water pump (settling pond) and the backup pump shall each have a minimum capacity to keep pace with current and anticipated flows.
- 240 square feet plastic sheet;
- 10 bales of straw;

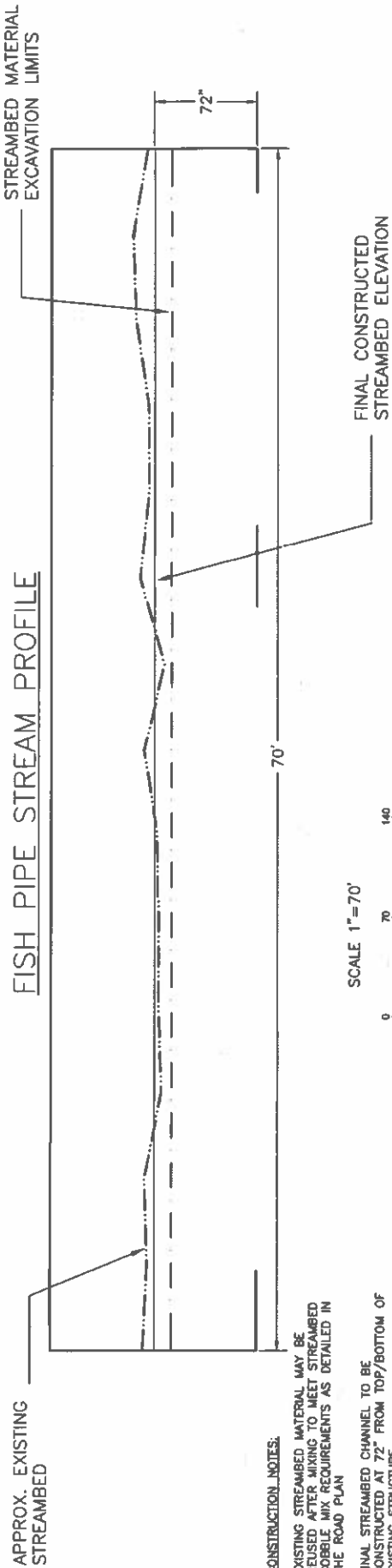
# SETTLING POND AND PUMP DETAIL



## Legend

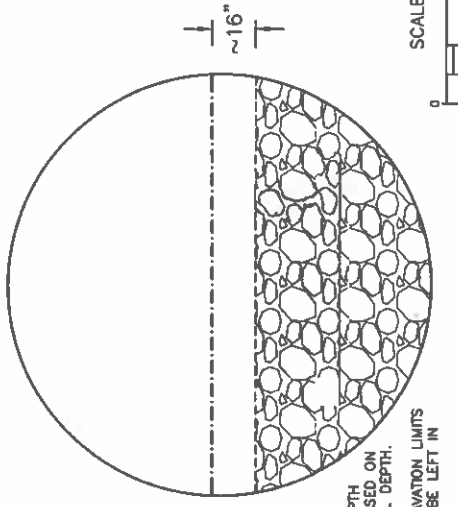
- Pump P
- Ditch < < <

# FISH PIPE STREAM PROFILE



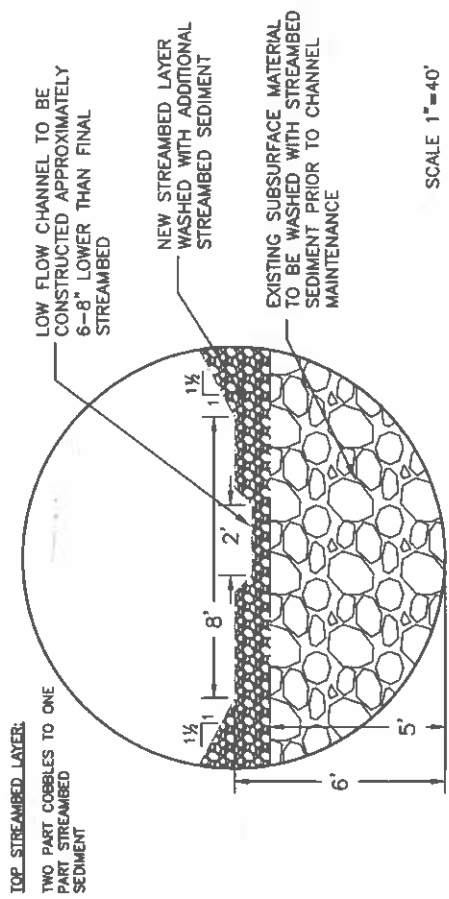
- CONSTRUCTION NOTES:**
- EXISTING STREAMBED MATERIAL MAY BE REUSED AFTER MIXING TO MEET STREAMBED COBBLE MIX REQUIREMENTS AS DETAILED IN THE ROAD PLAN
  - FINAL STREAMBED CHANNEL TO BE CONSTRUCTED AT 72" FROM TOP/BOTTOM OF EXISTING STRUCTURE.
  - EXISTING PIPE LAY AND STREAM GRADIENT NOT SHOWN IN PROFILE. EXISTING LAY NOT TO BE CHANGED

# EXISTING MATERIAL TYPICAL SECTION



- CONSTRUCTION NOTES:**
- 16" AVERAGE EXCAVATION DEPTH ON EXCAVATION DEPTH VARIES BASED ON EXISTING STREAMBED MATERIAL DEPTH.
  - IF ENCOUNTERED WITHIN EXCAVATION LIMITS LARGE ROCK BANDS ARE TO BE LEFT IN PLACE.

# FINAL STREAMBED CROSS SECTION

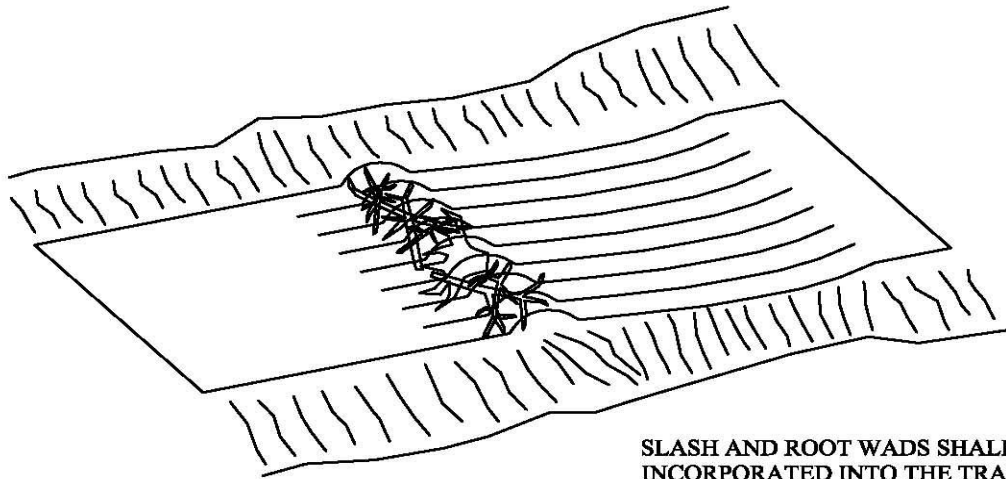


DESIGN BY: J. GROSS	SEC. TOWNSHIP RANGE: SEC 27 T18N R04W	SHEET 1
DRAWN BY: J. GROSS		
CHECKED BY: S. SHAFER	LAT & LONG: 47.019416 -123.175772	DE 1
DATE: Nov. 10, 22	LANDOWNER: WA-DNR	STREAMBED MAINTENANCE DETAILS 1



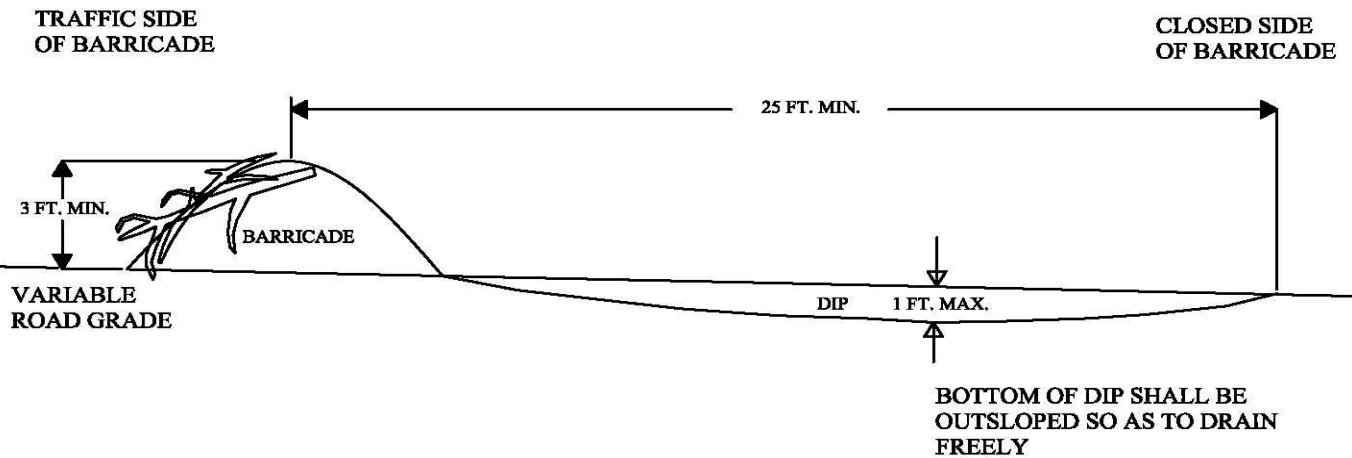


# BARRICADE DETAIL



SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.

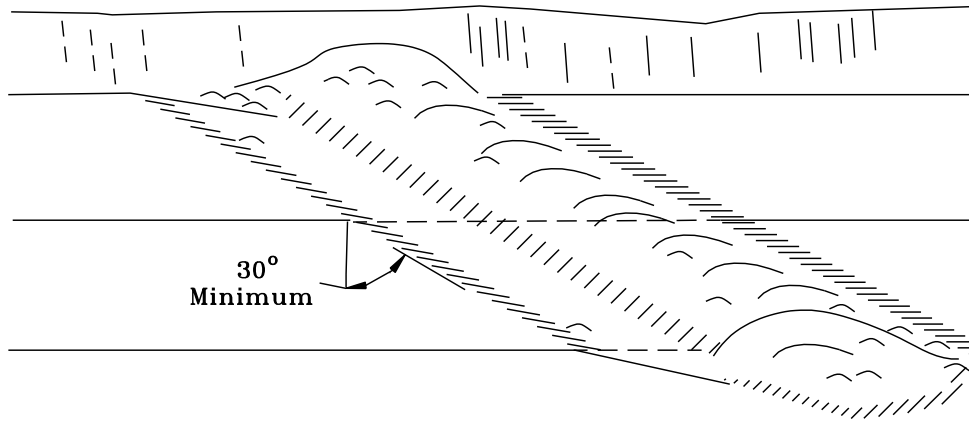
PLAN VIEW



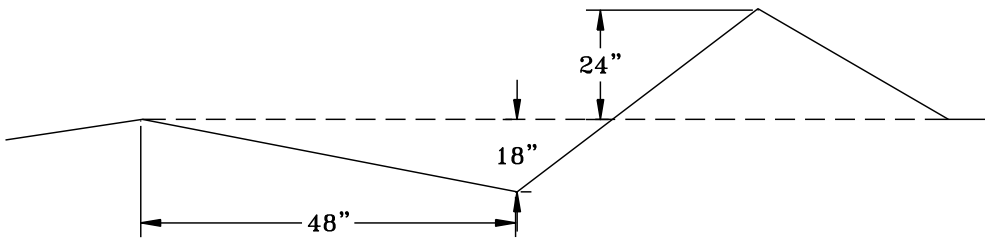
PROFILE VIEW

# Non-Drivable Water Bar Detail

## Cross Ditch



## Cross Section at Centerline



Water Bar Detail

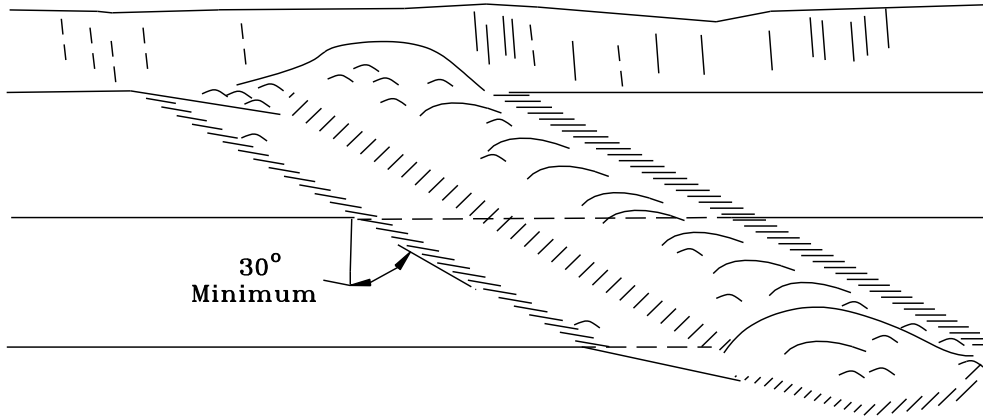
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App#  
Drawn by: M.A.D.



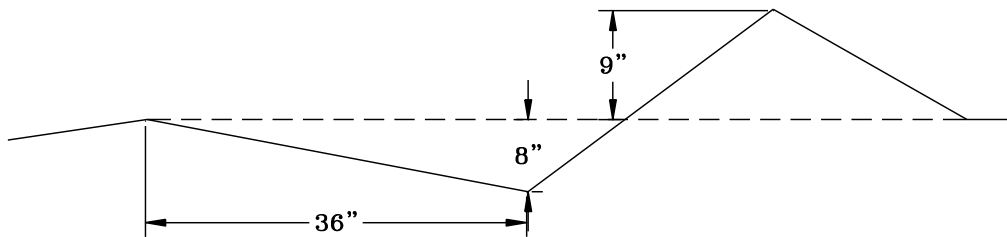
WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

# Drivable Water Bar Detail

## Cross Ditch



## Cross Section at Centerline



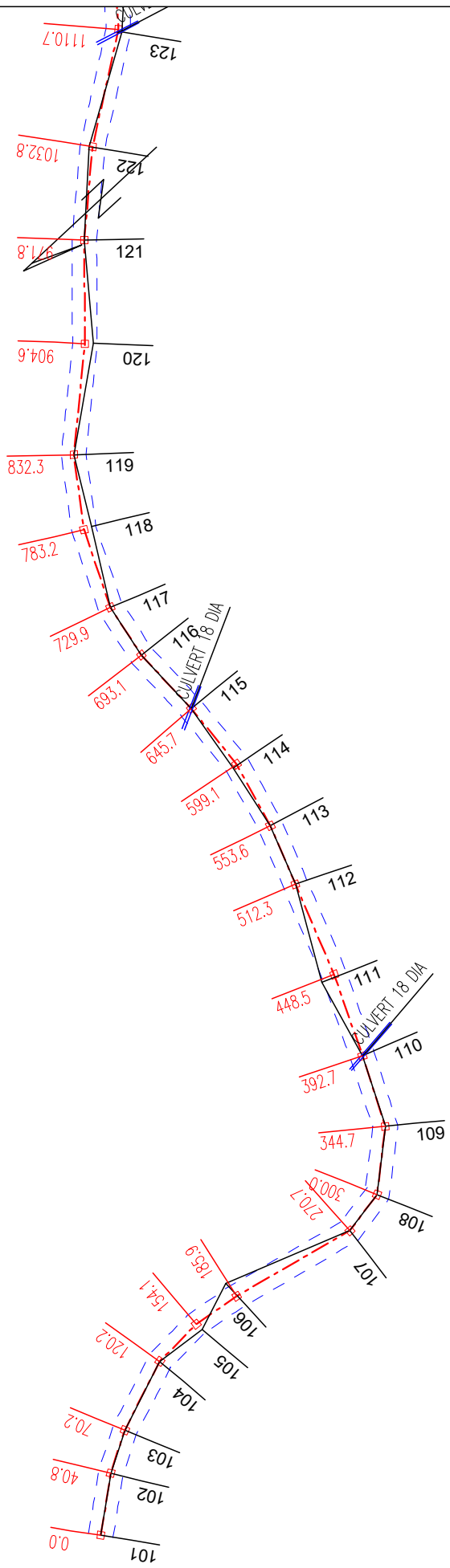
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Drawn by: M.A.D.



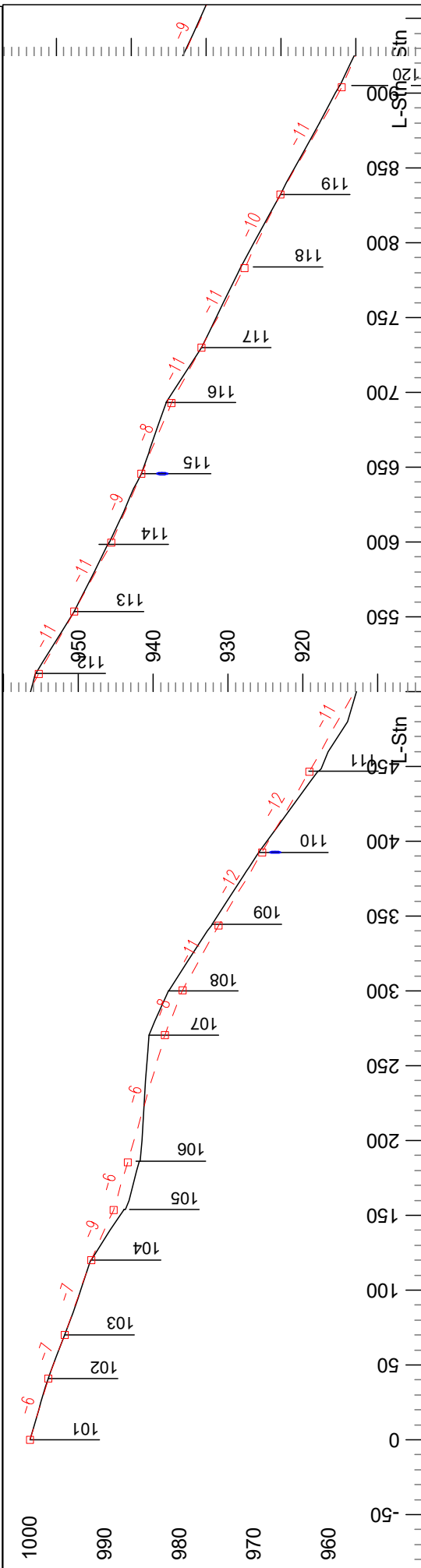
WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

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Cabbage Patch Timber Sale  
 B-4580 Road  
 Contract#: 30-103592

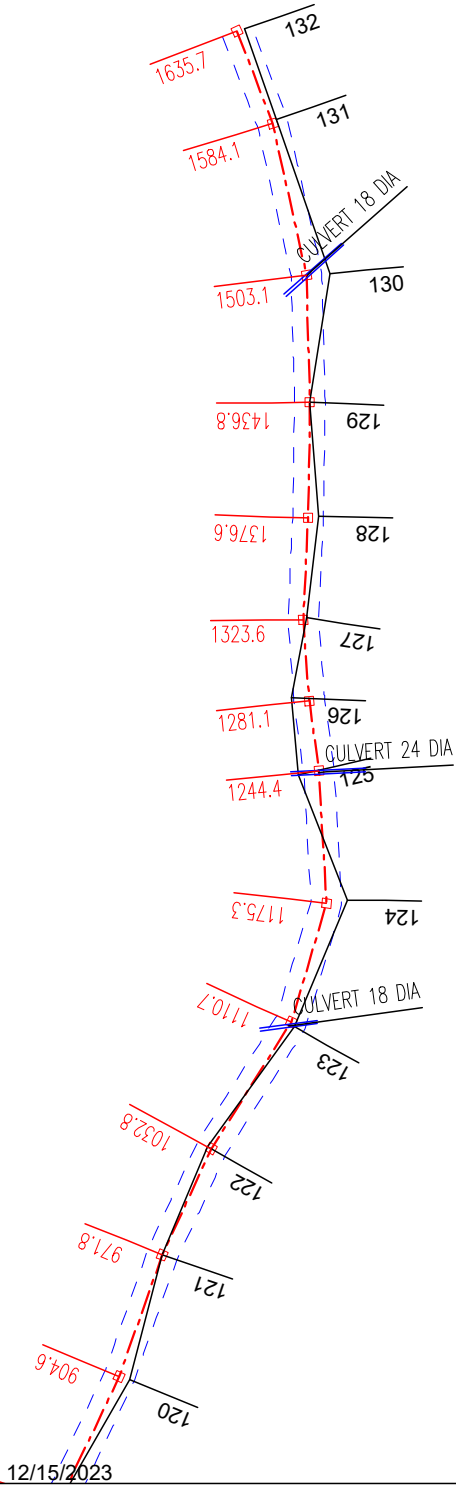
Washington State Department of Natural Resources  
 South Puget Sound Region



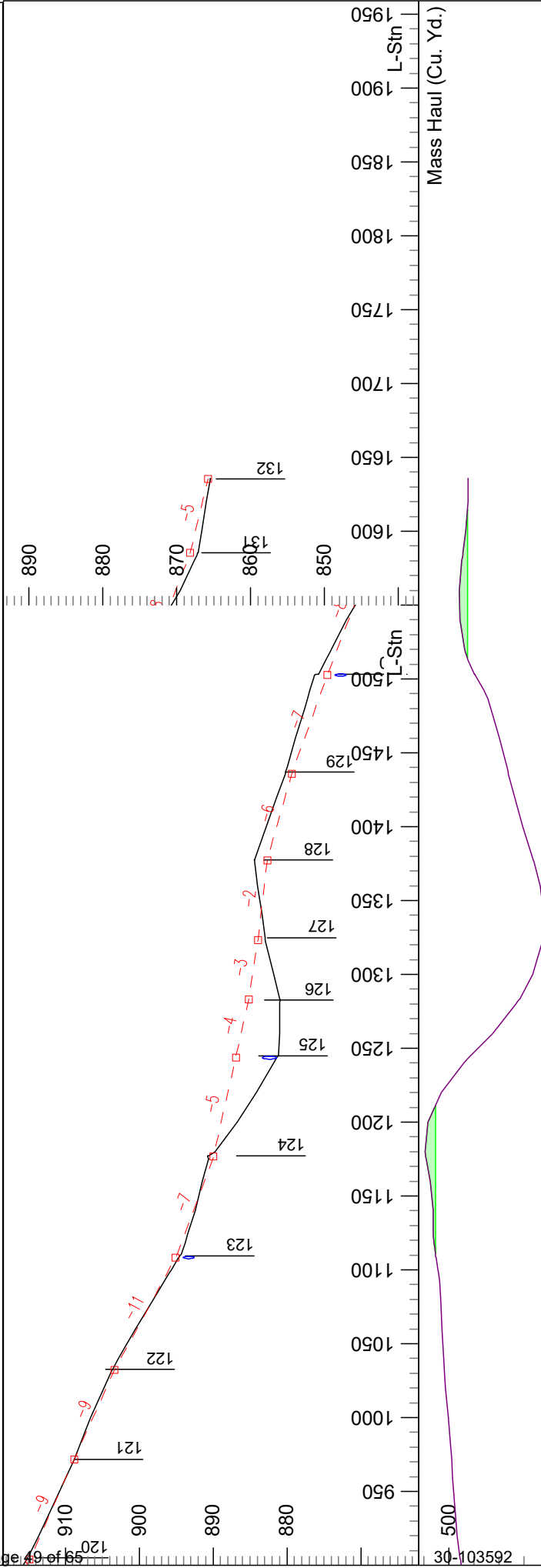
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 Profile Vert Scale 1:240  
 Profile Horz Scale 1:1200

Engineer: J. Gross  
 23/08/07

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Cabbage Patch Timber Sale  
 B-4580 Road  
 Contract#: 30-103592

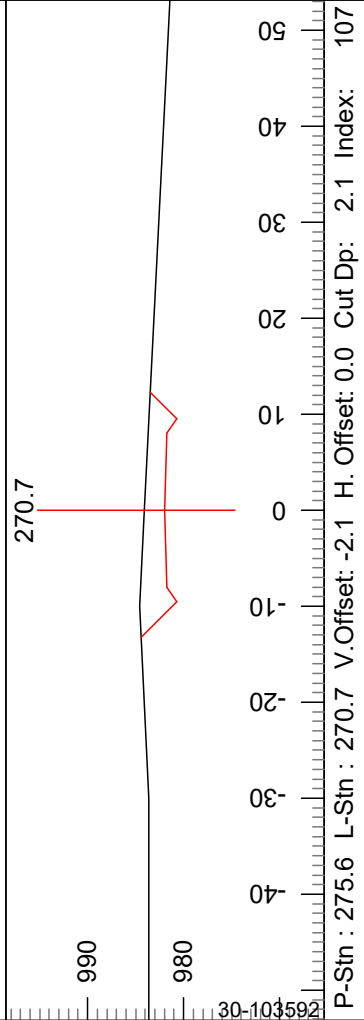
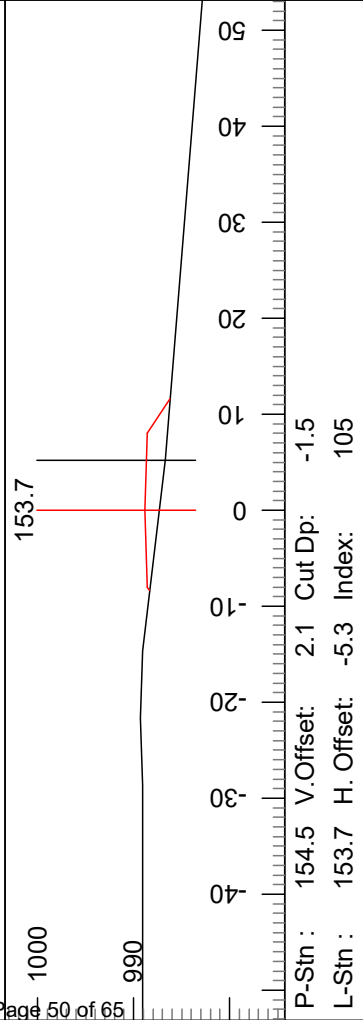
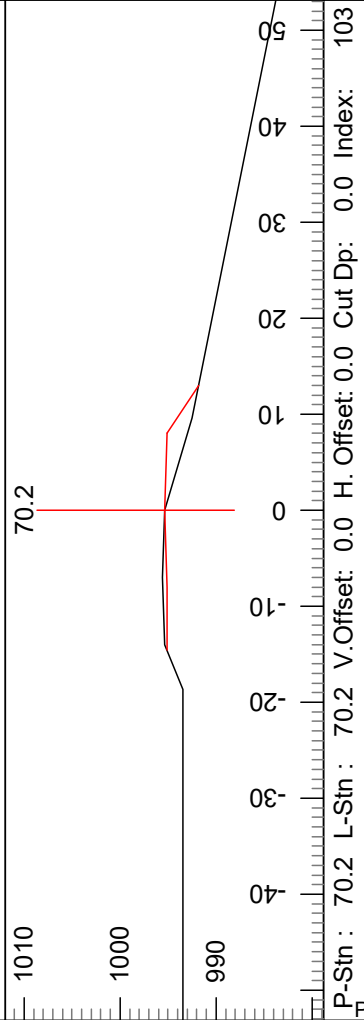
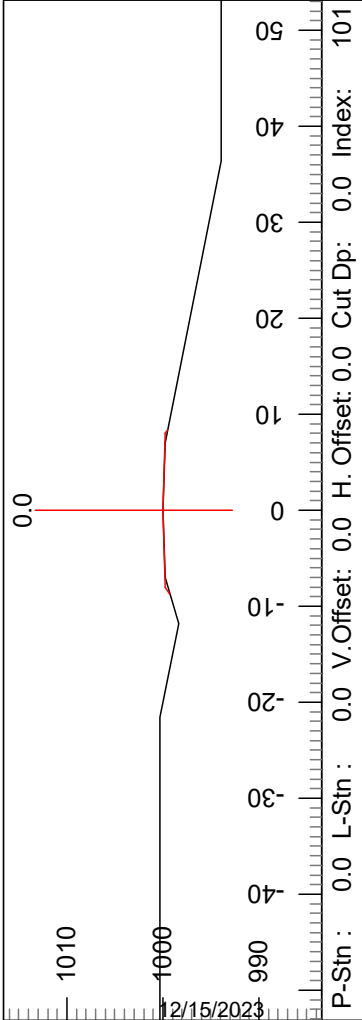
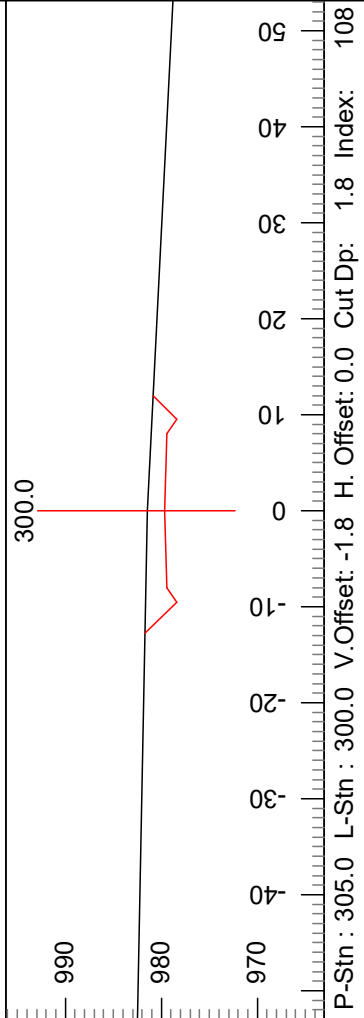
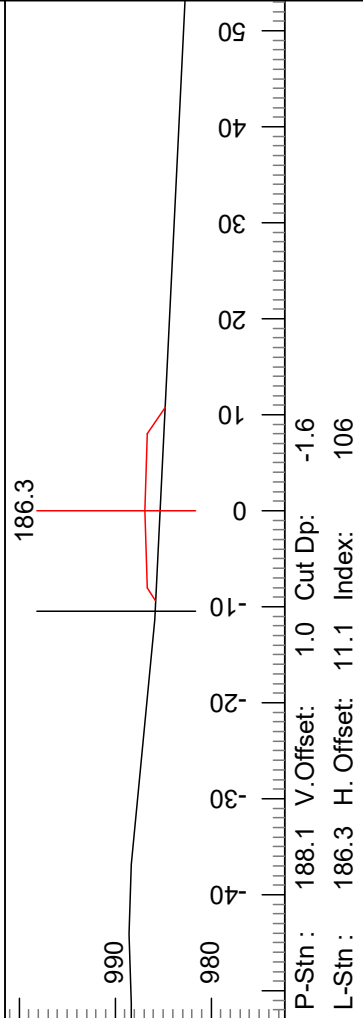
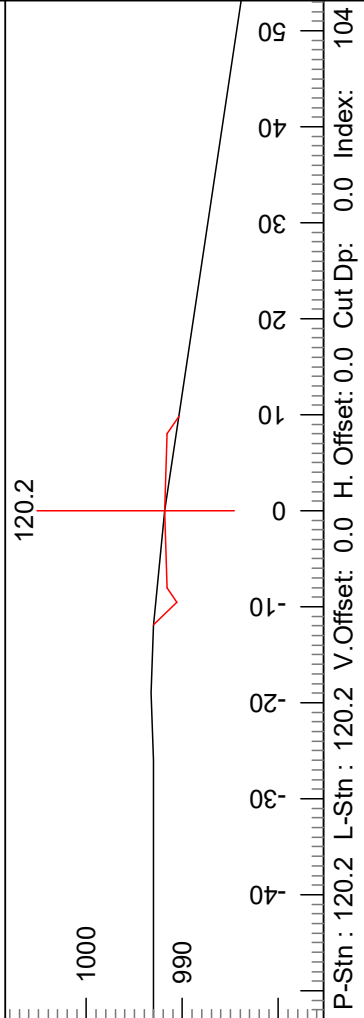
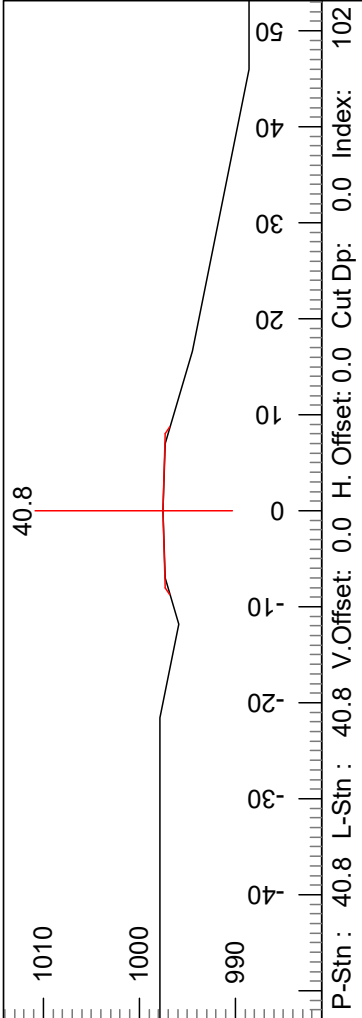


Washington State Department of Natural Resources  
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Plan Scale 1:1200  
 Profile Vert Scale 1:240  
 Profile Horz Scale 1:1200

Engineer: J. Gross  
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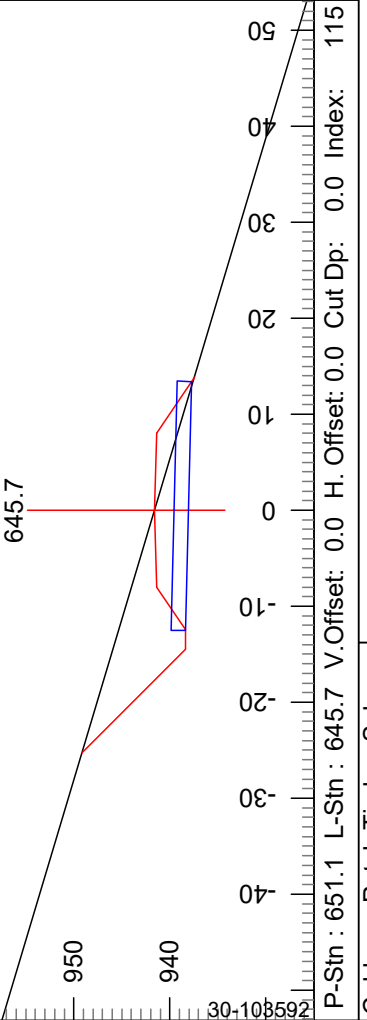
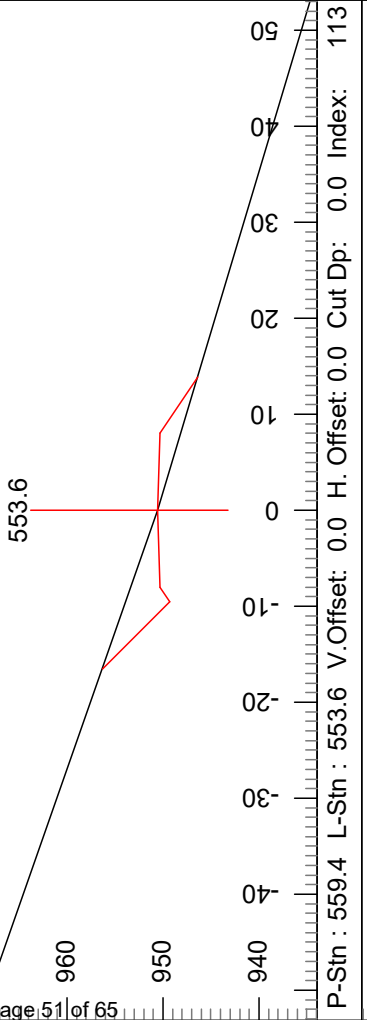
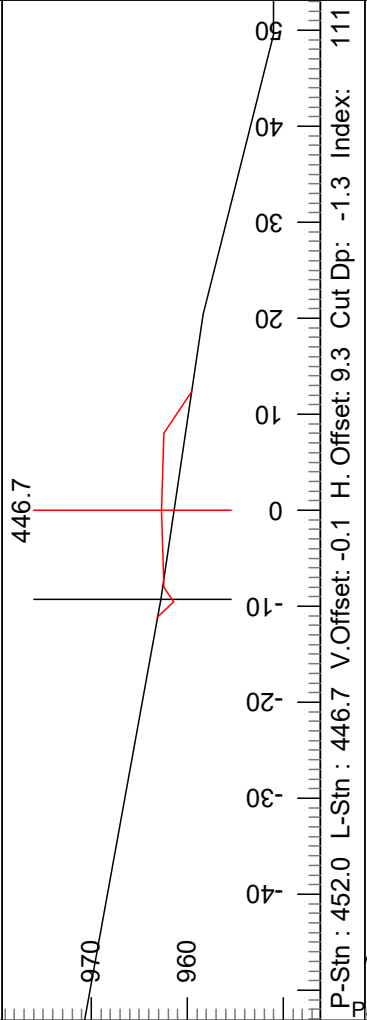
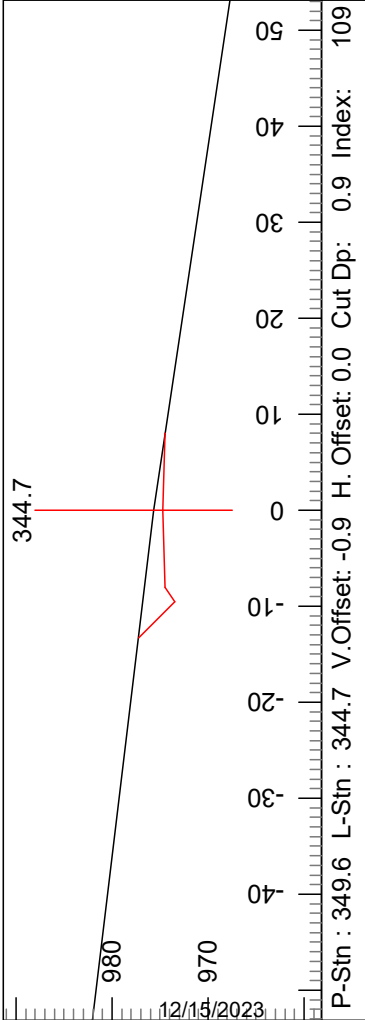
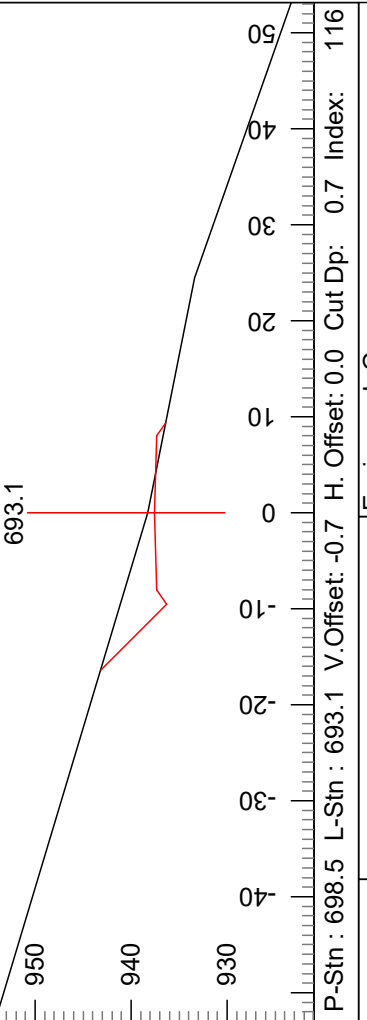
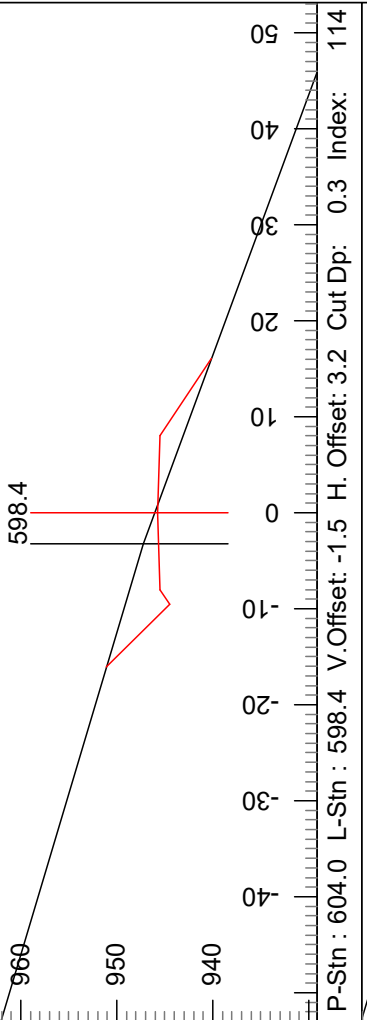
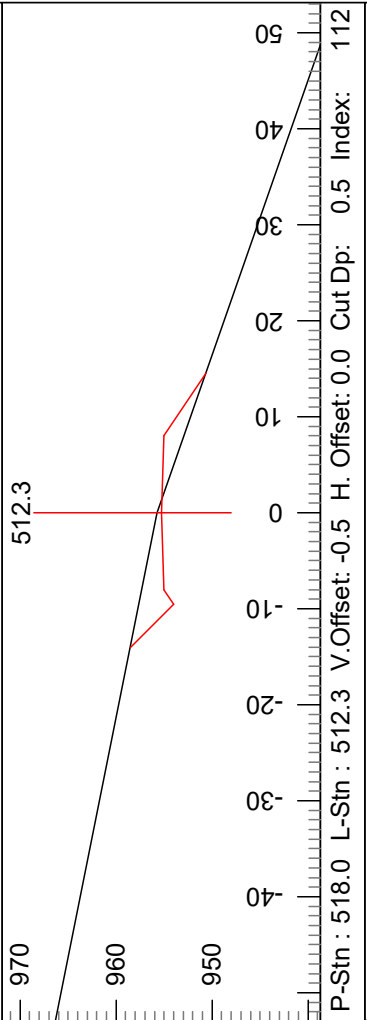
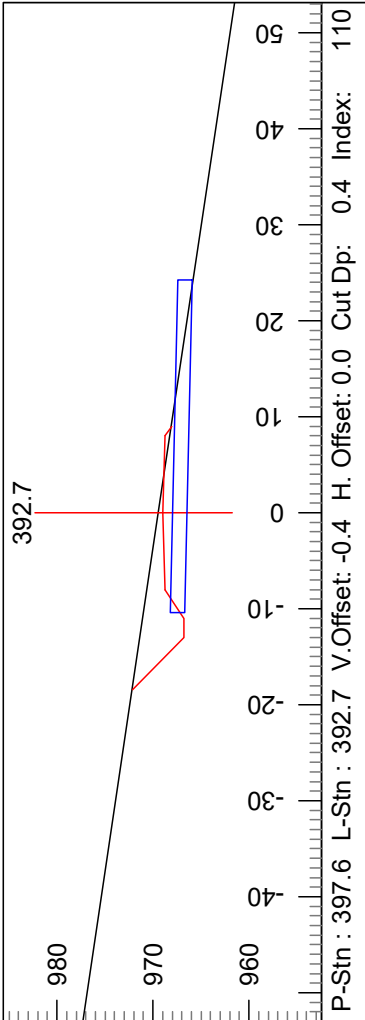


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			Section Scale 1:240
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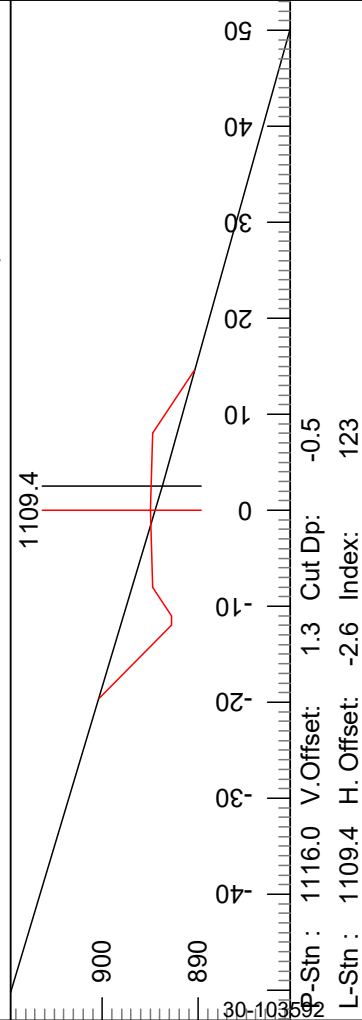
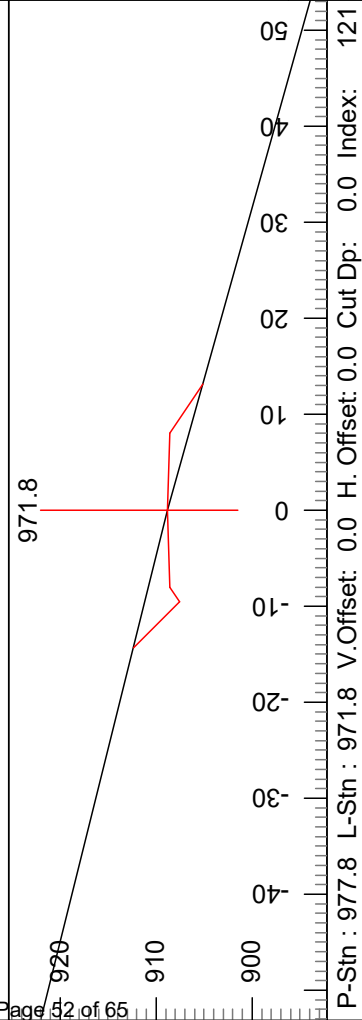
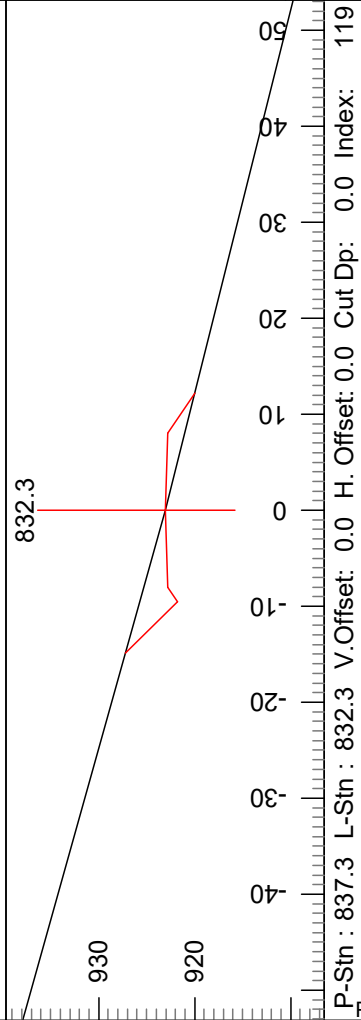
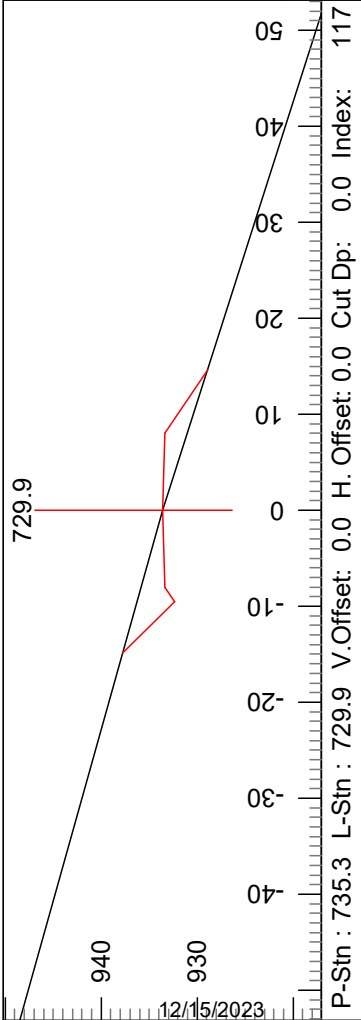
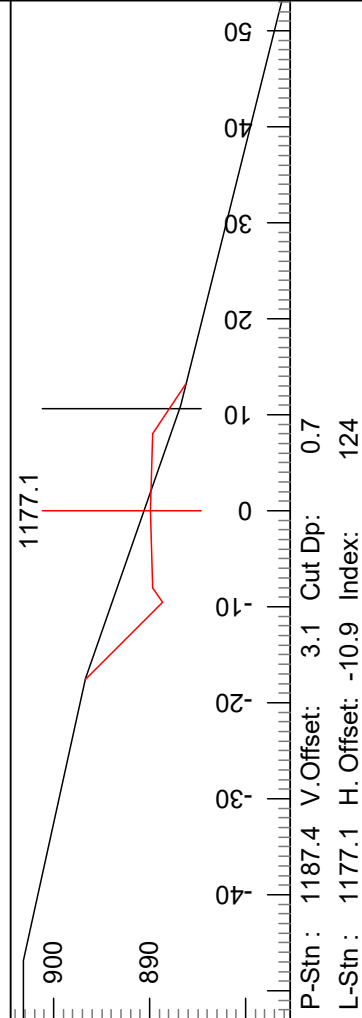
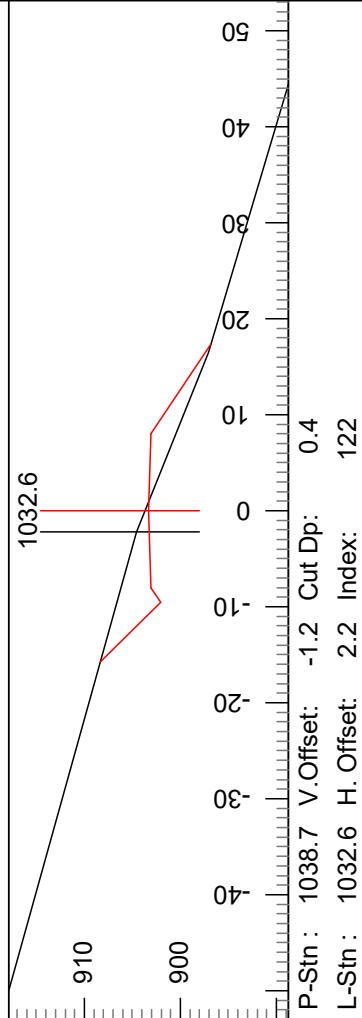
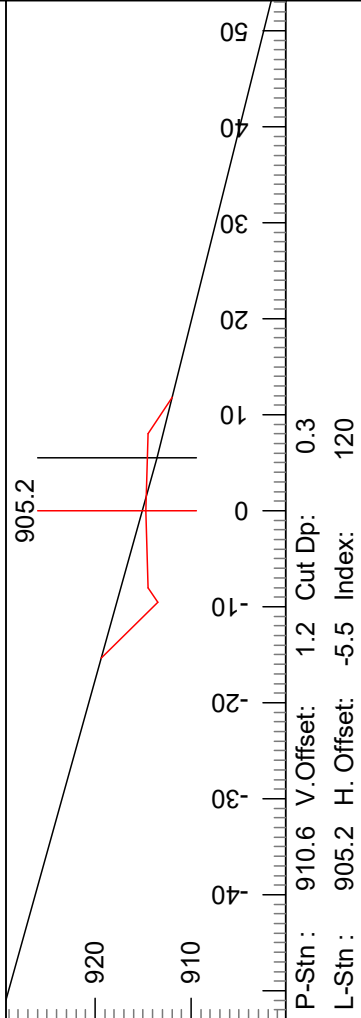
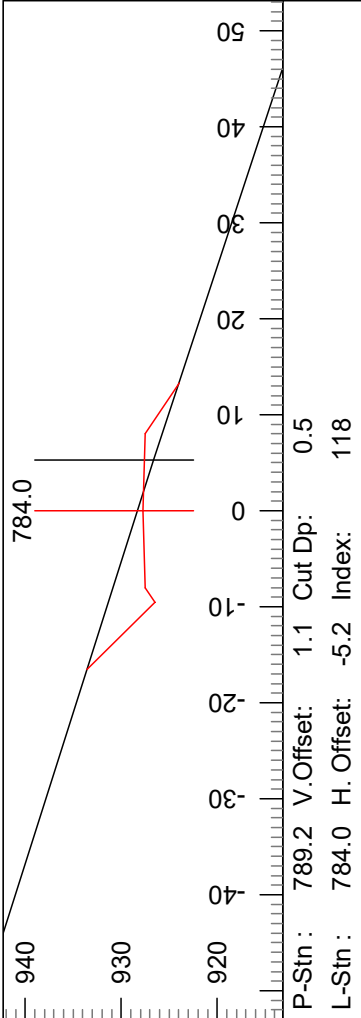
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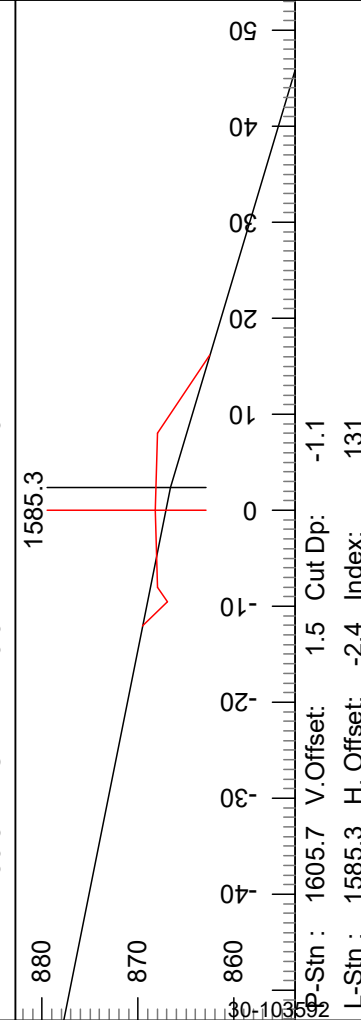
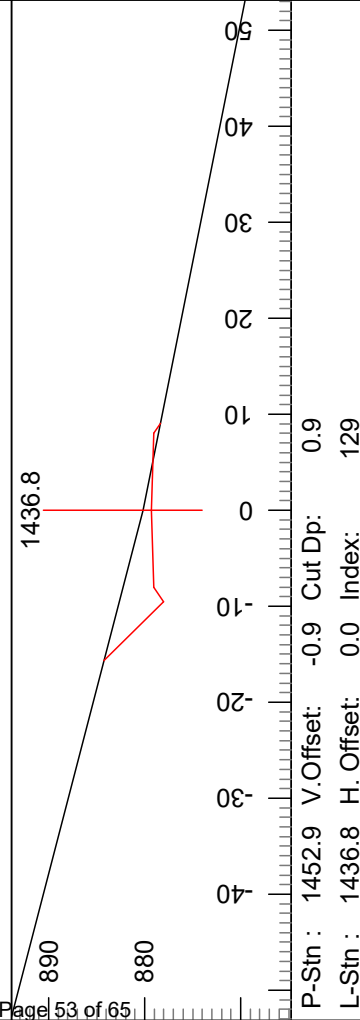
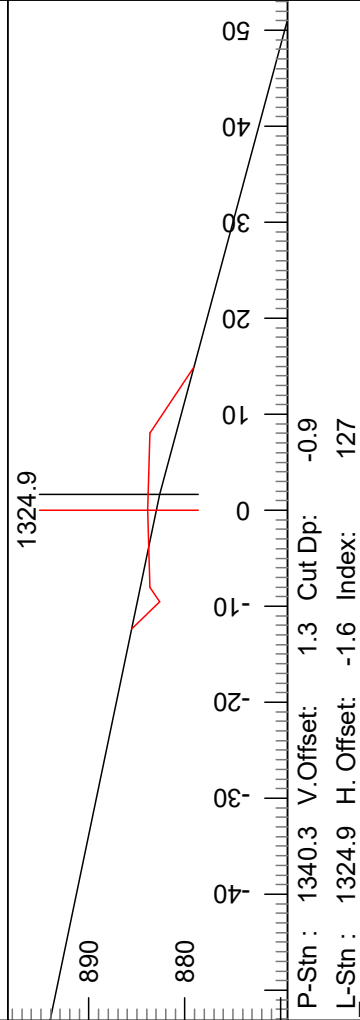
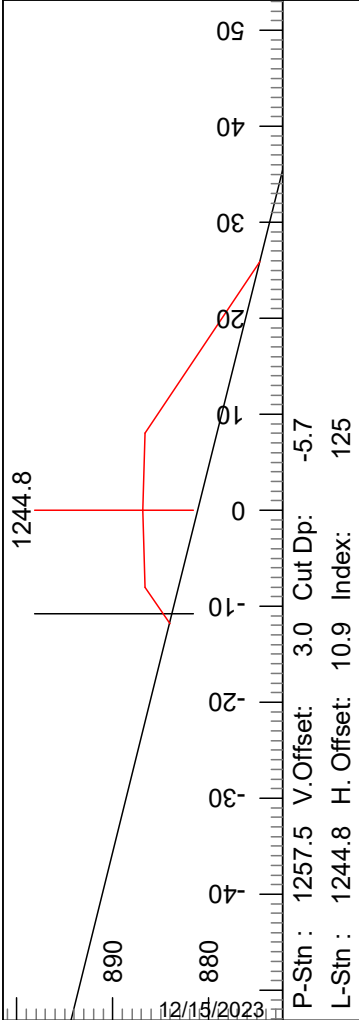
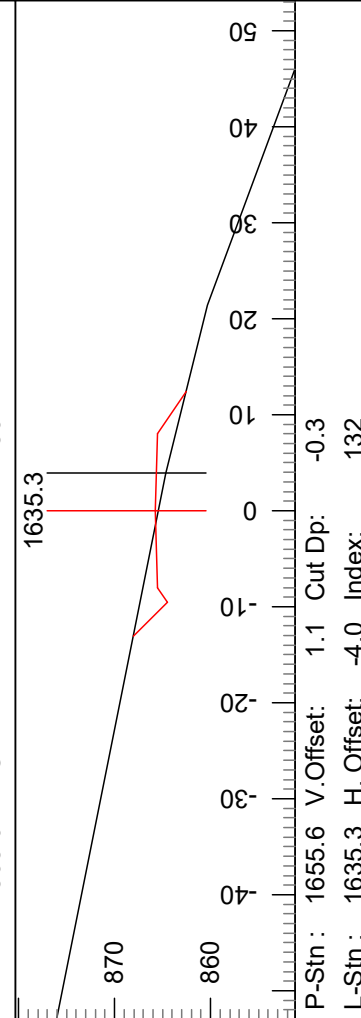
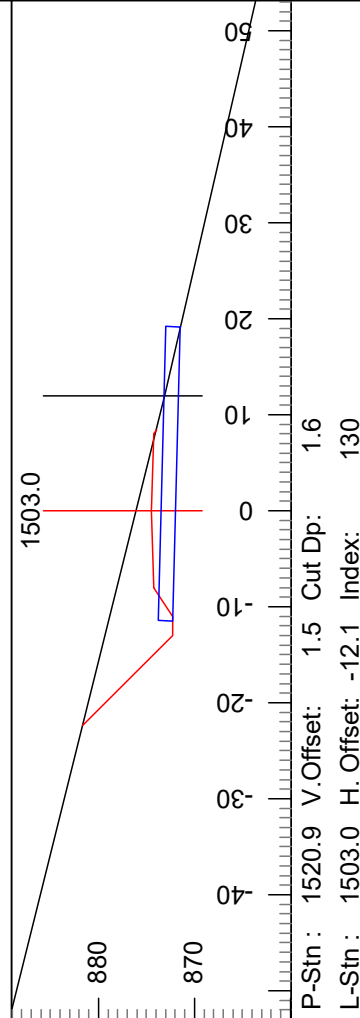
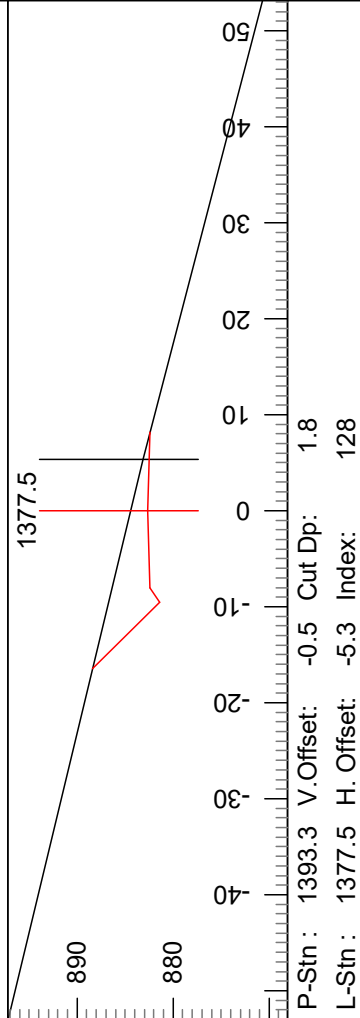
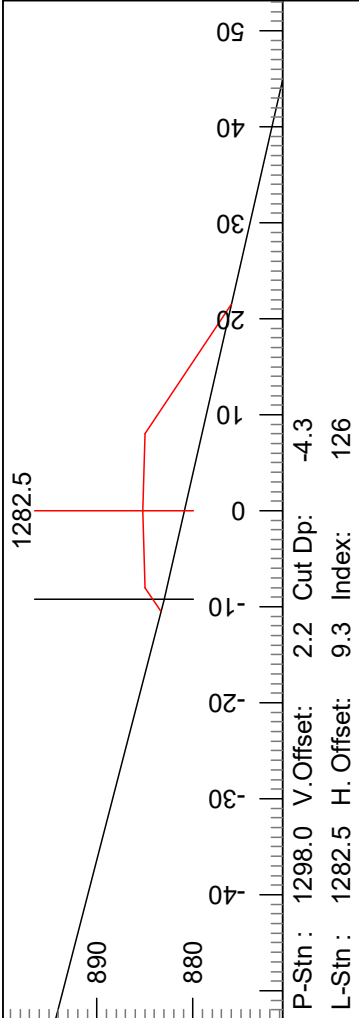
Cabbage Patch Timber Sale  
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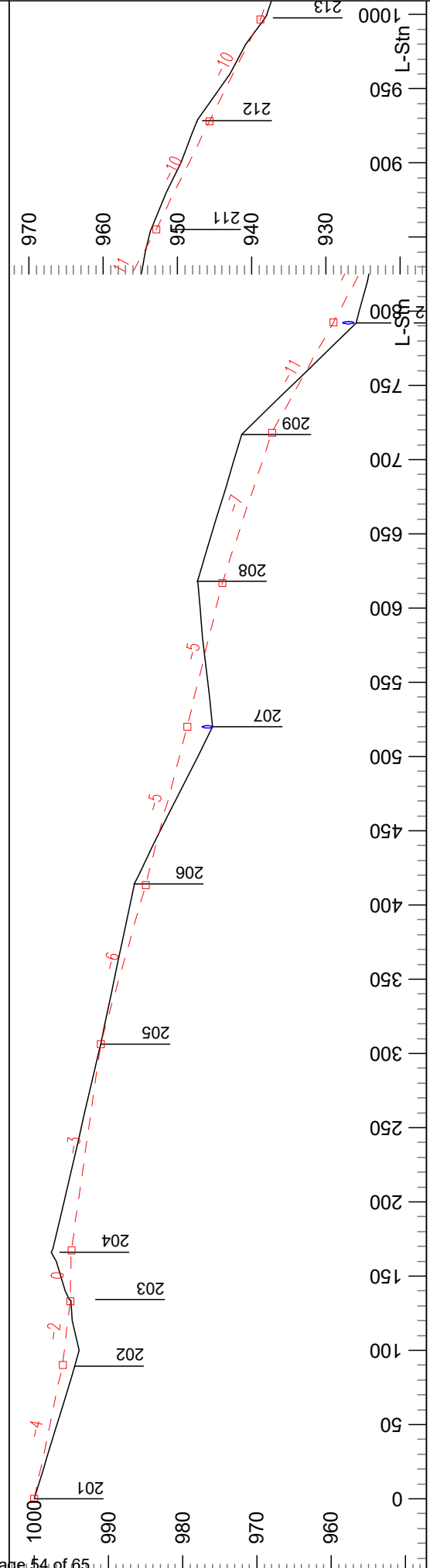
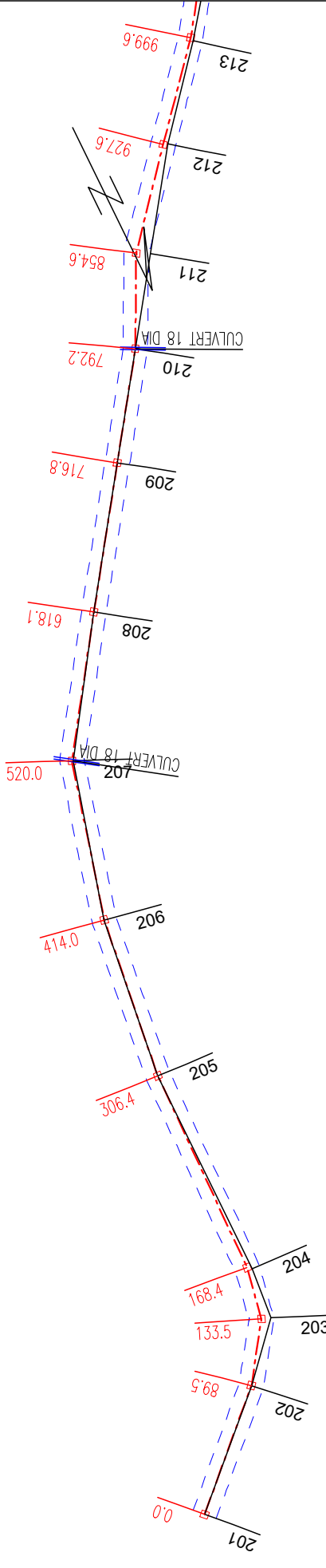




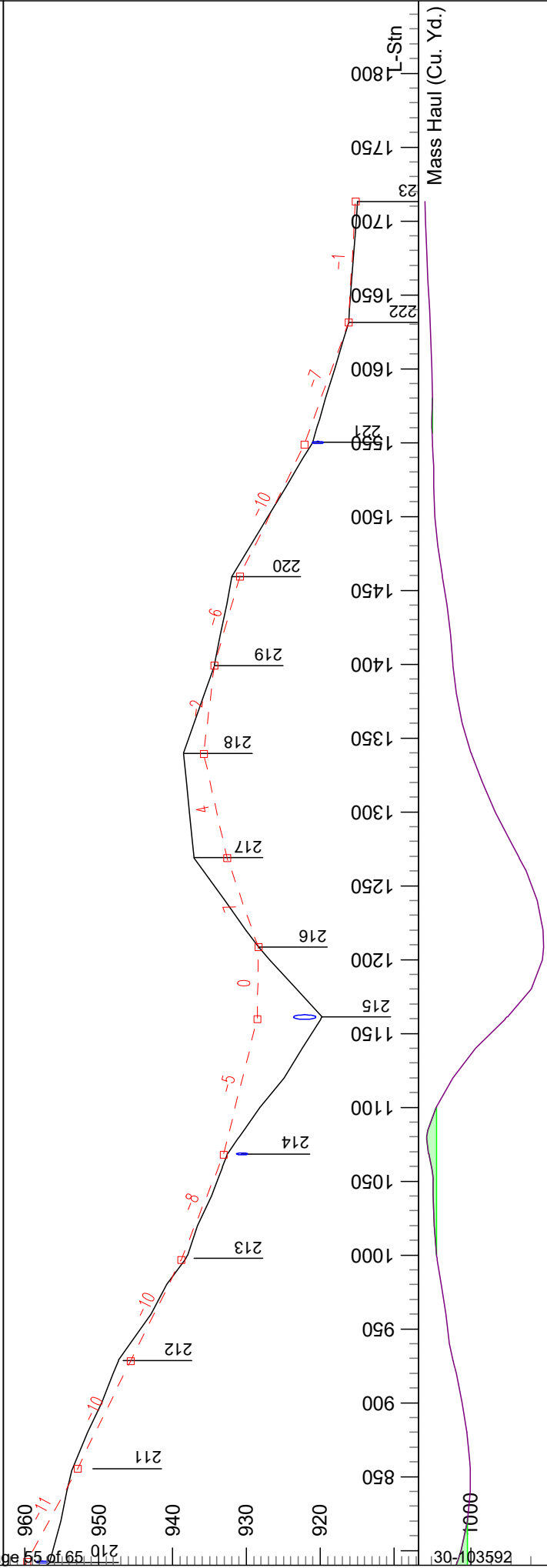
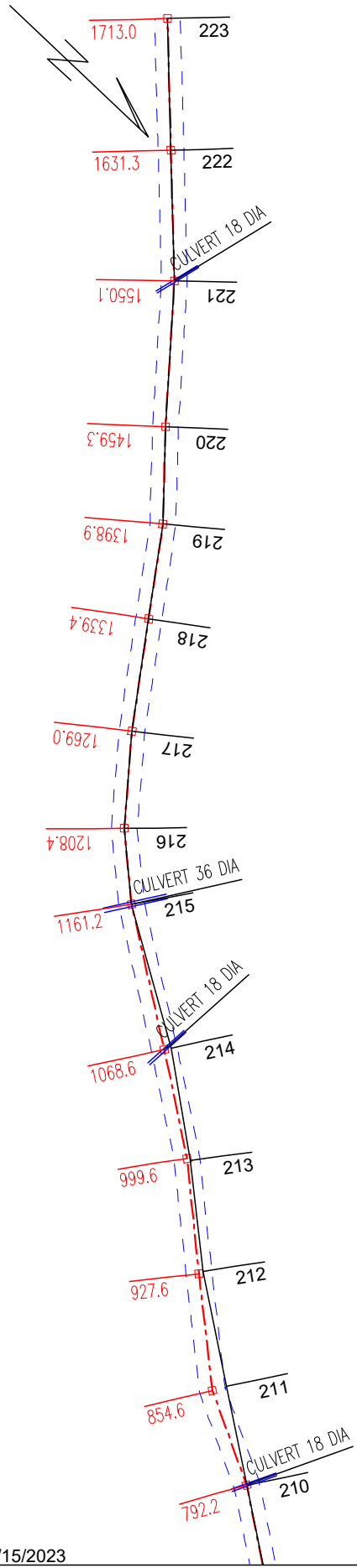
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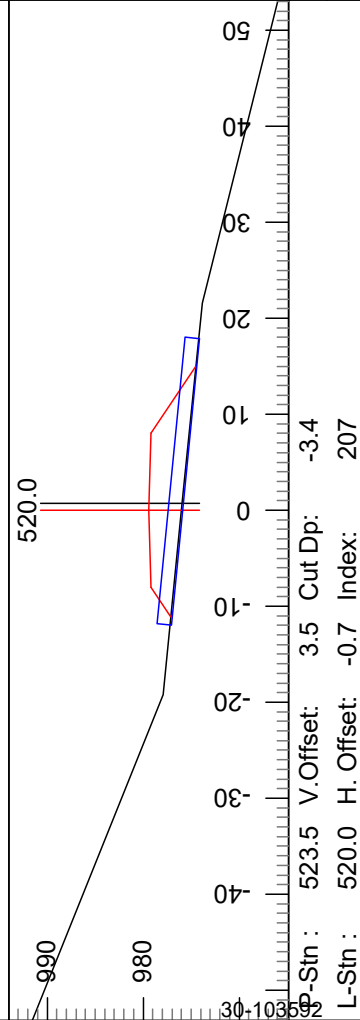
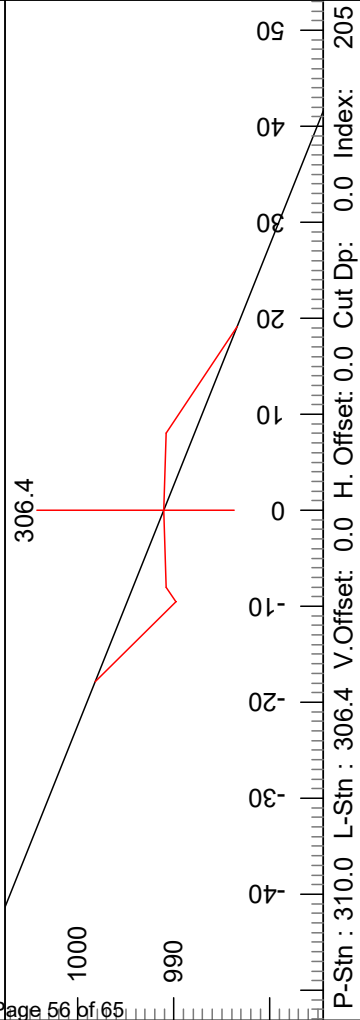
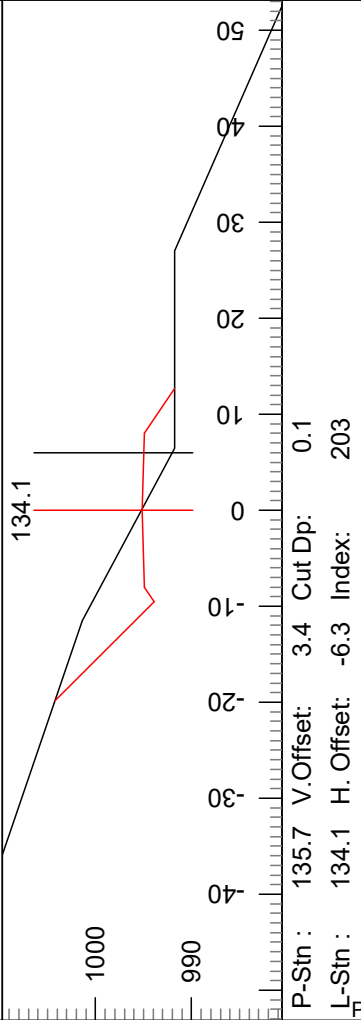
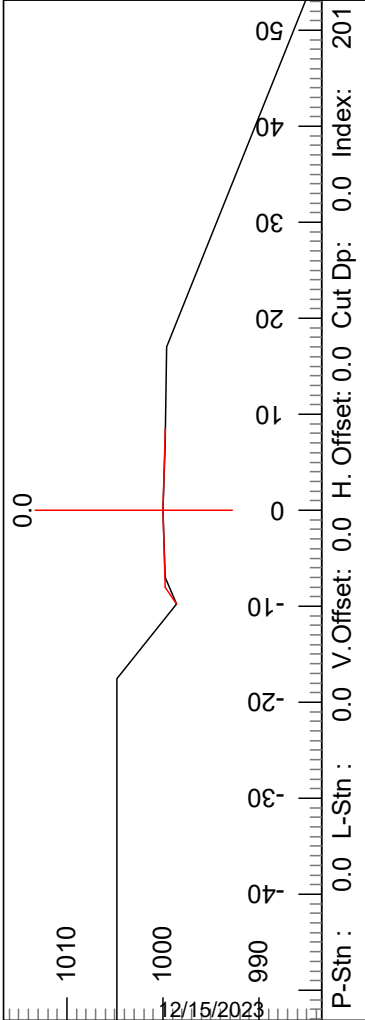
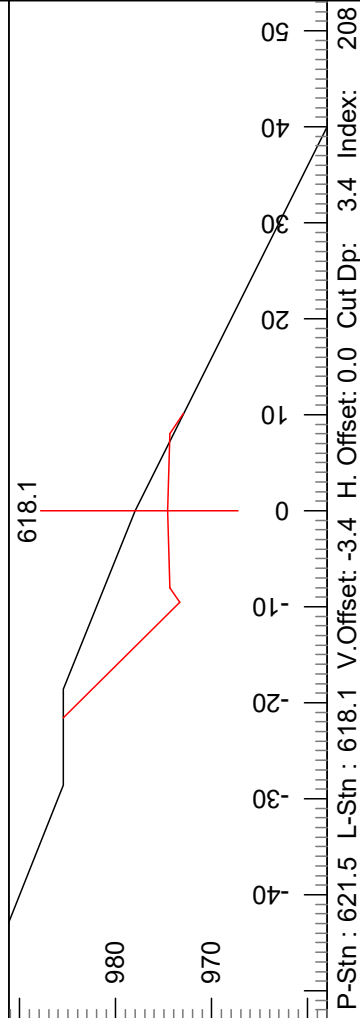
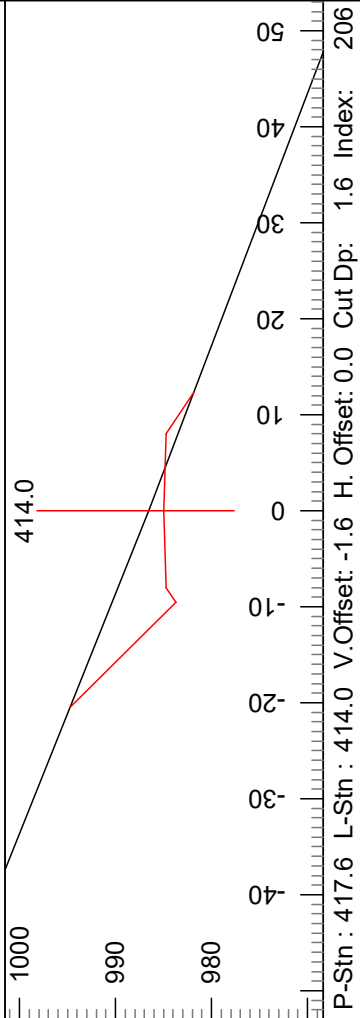
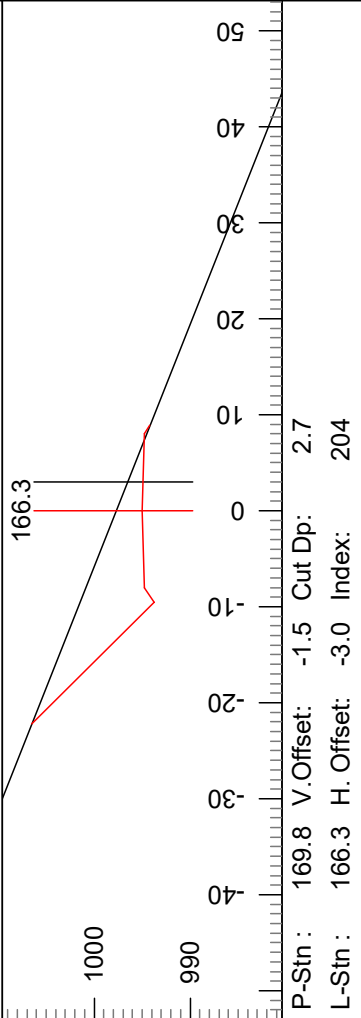
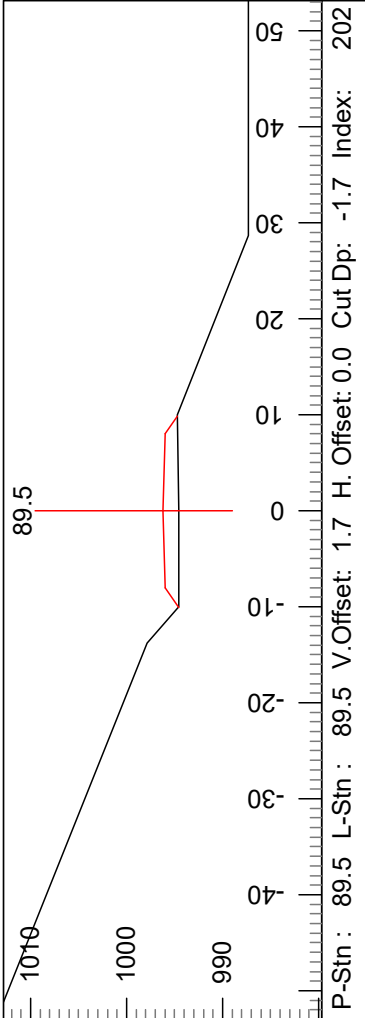
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Cabbage Patch Timber Sale B-4580 Road Contract#: 30-103592		Washington State Department of Natural Resources South Puget Sound Region	



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	<p>Plan Scale 1:1200</p>	<p>23/08/07</p>
<p>Cabbage Patch Timber Sale BPA-2674Ext Road Contract#: 30-103592</p>	<p>Profile Vert Scale 1:240</p>	<p>Profile Horz Scale 1:1200</p>



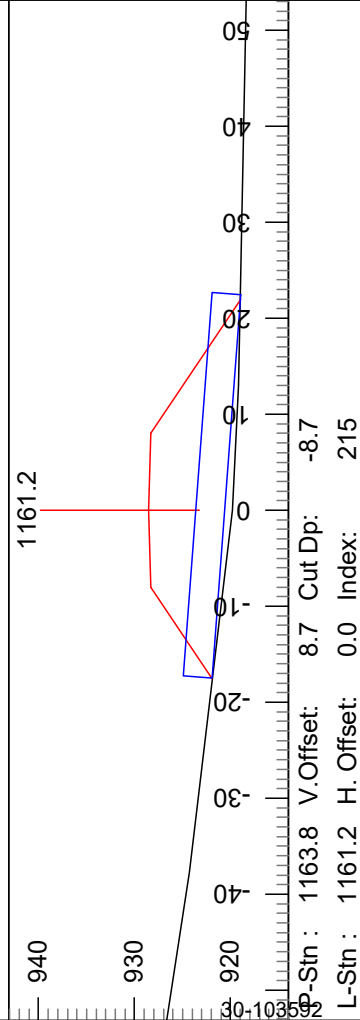
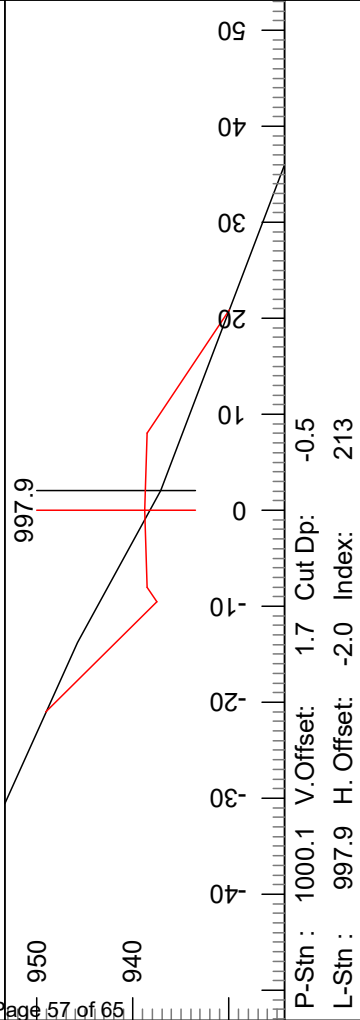
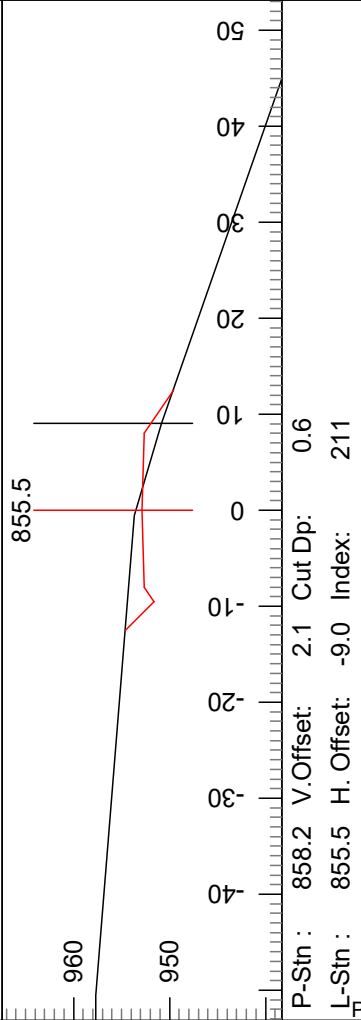
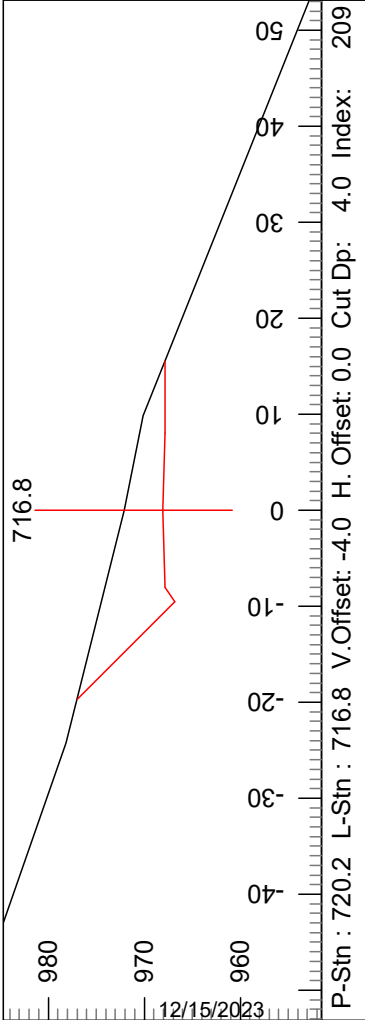
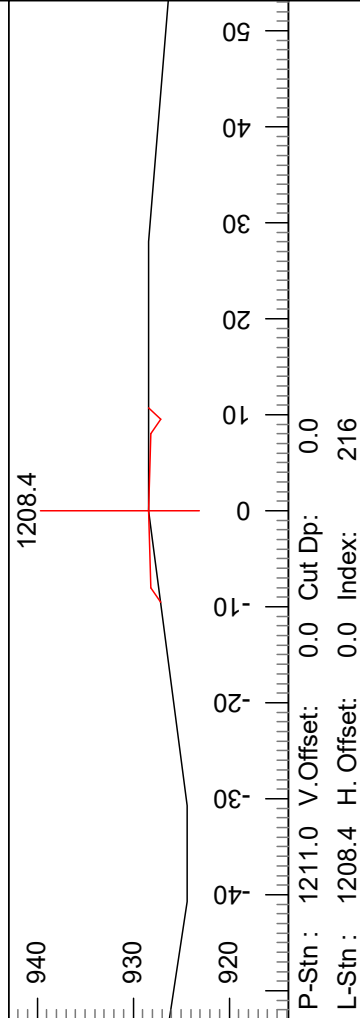
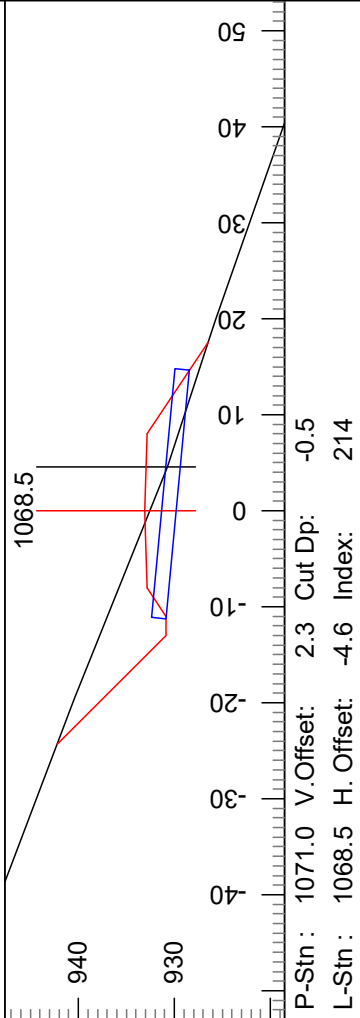
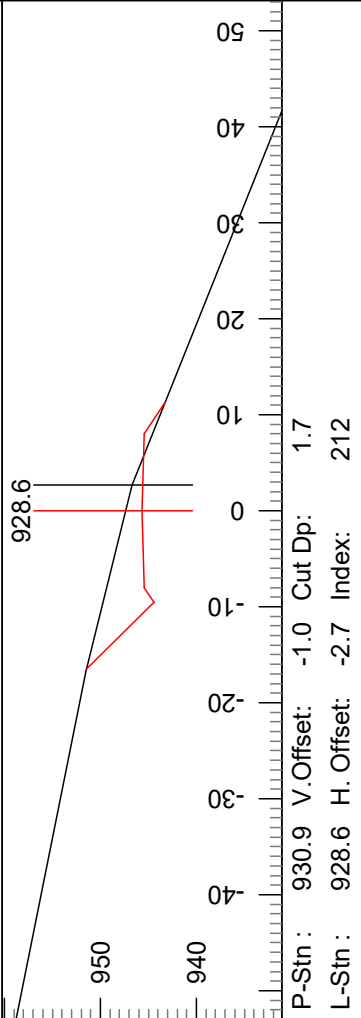
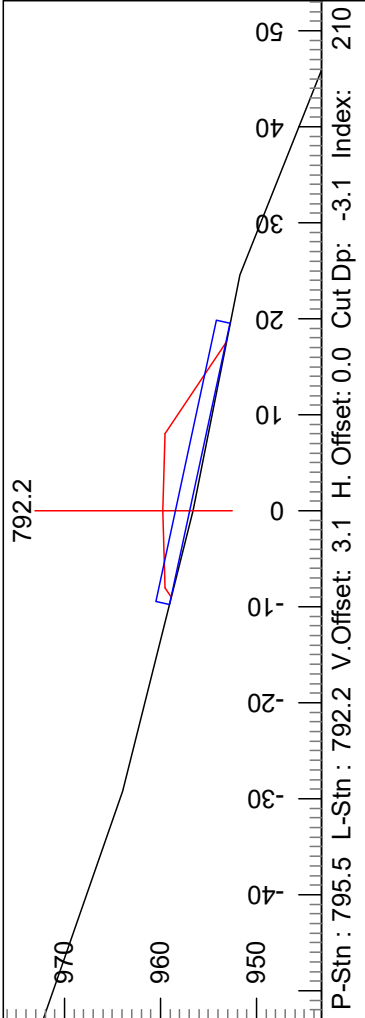


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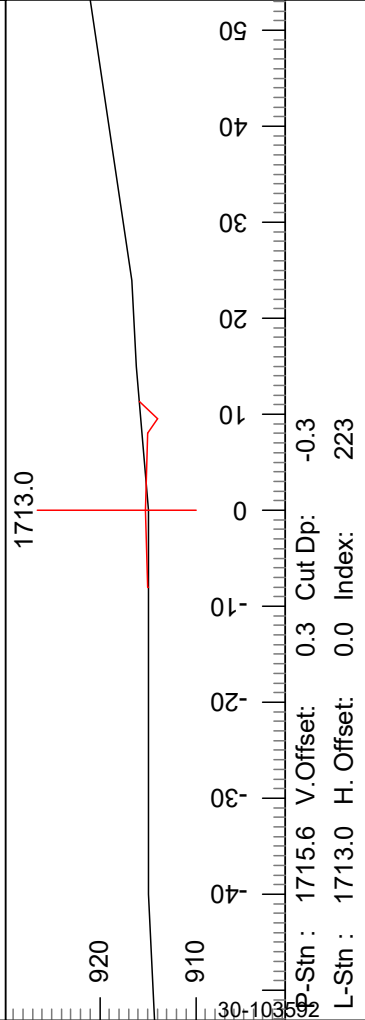
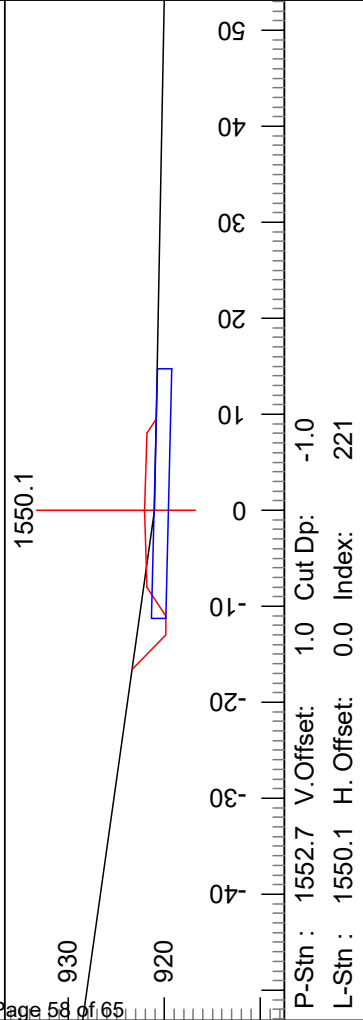
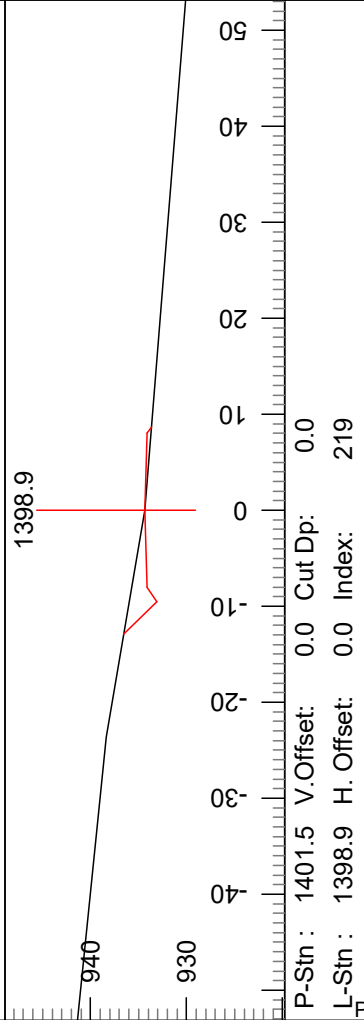
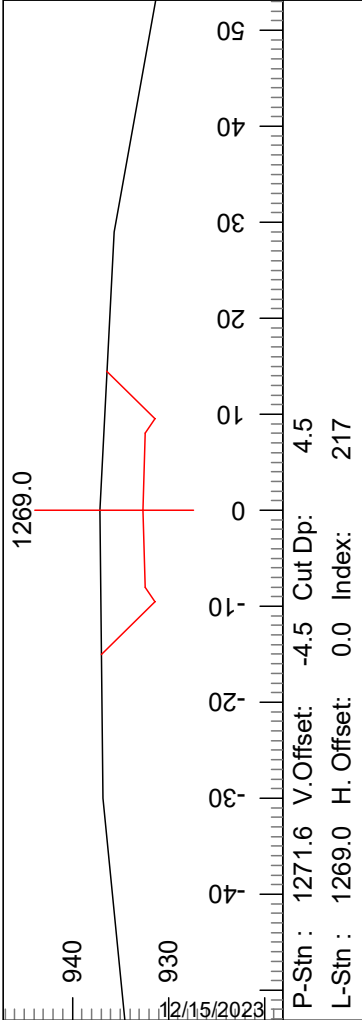
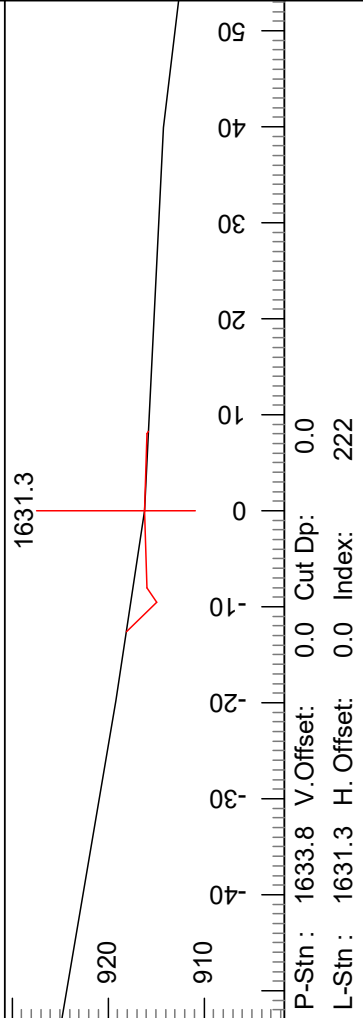
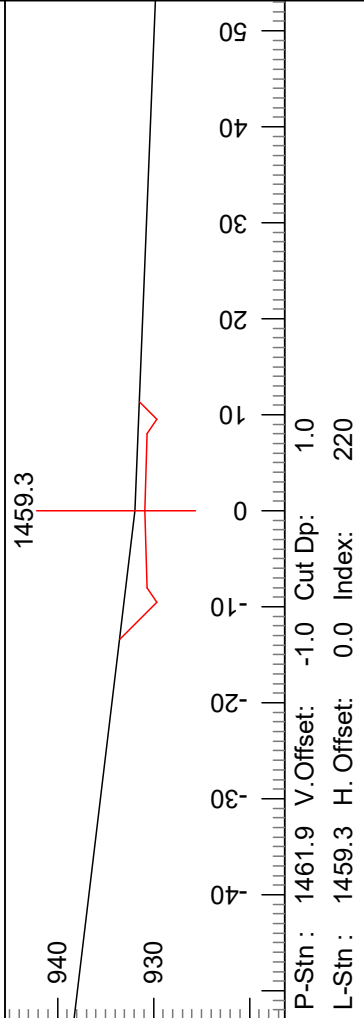
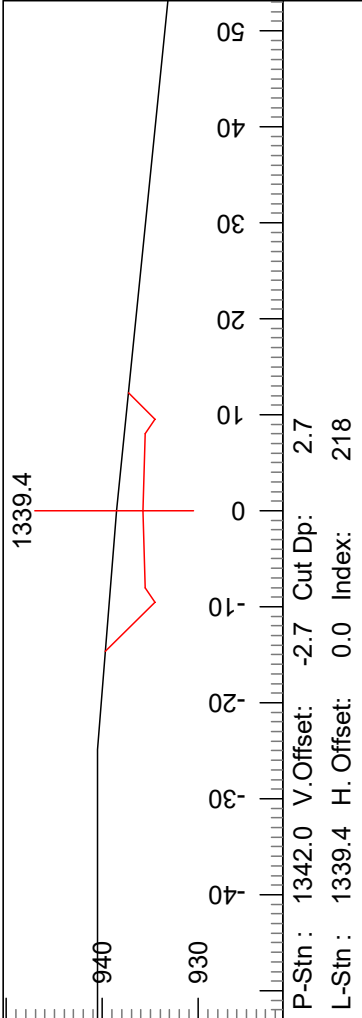
	Washington State Department of Natural Resources South Puget Sound Region	Engineer: J. Gross 23/08/07	Page 3 of 5
	Cabbage Patch Timber Sale BPA-2674Ext Road Contract#: 30-103592	Section Scale 1:240	



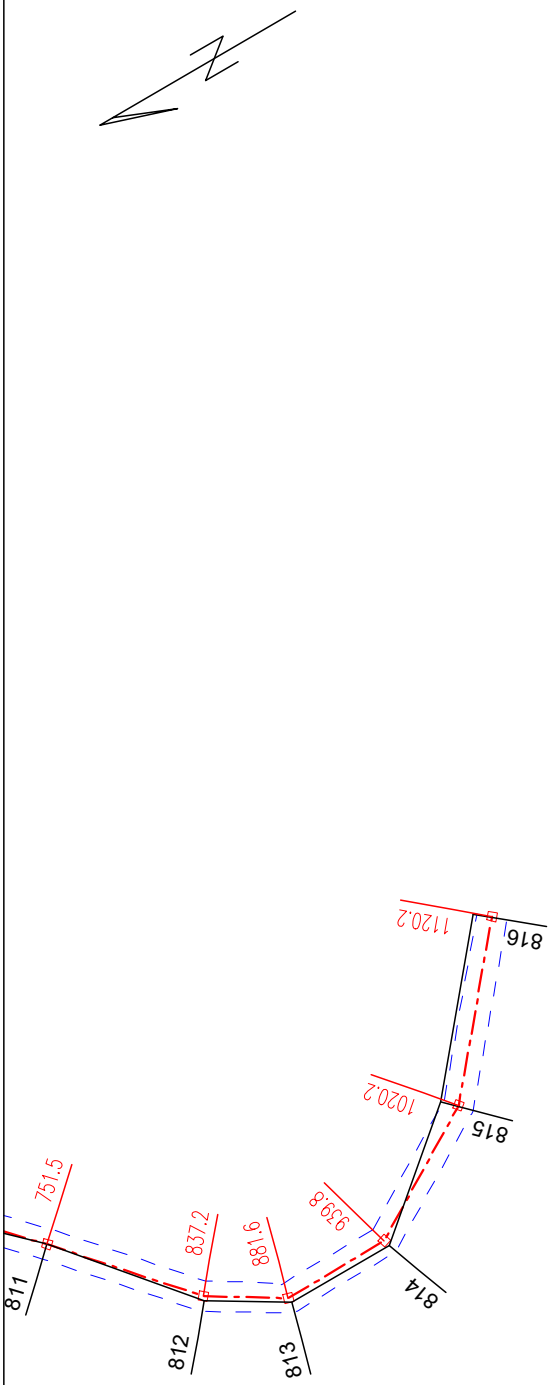
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	Section Scale 1:240	23/08/07	Page 4 of 5
	Engineer: J. Gross		
Washington State Department of Natural Resources South Puget Sound Region		Cabbage Patch Timber Sale BPA-2674Ext Road Contract#: 30-103592	

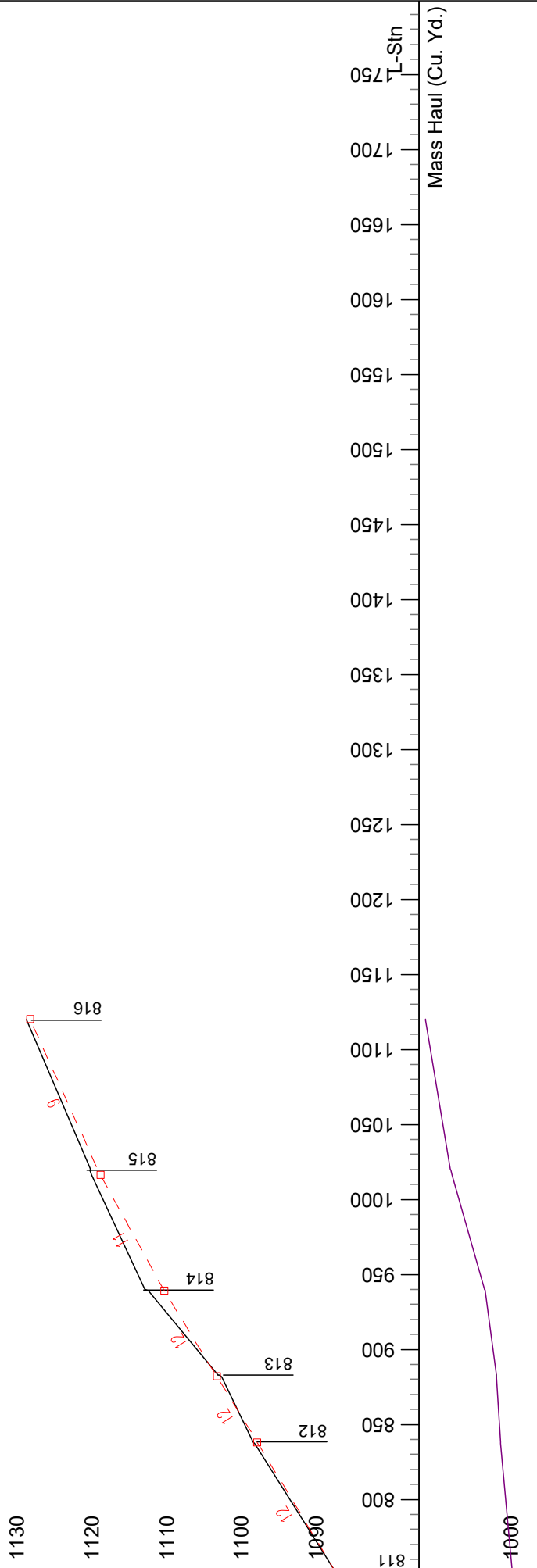






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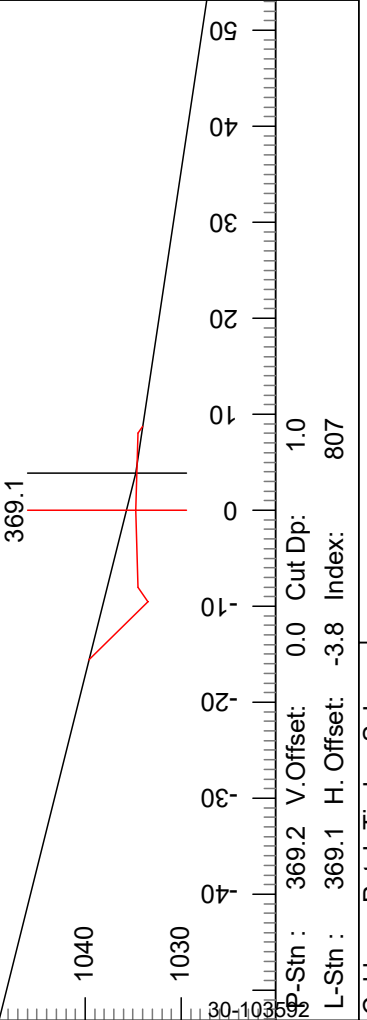
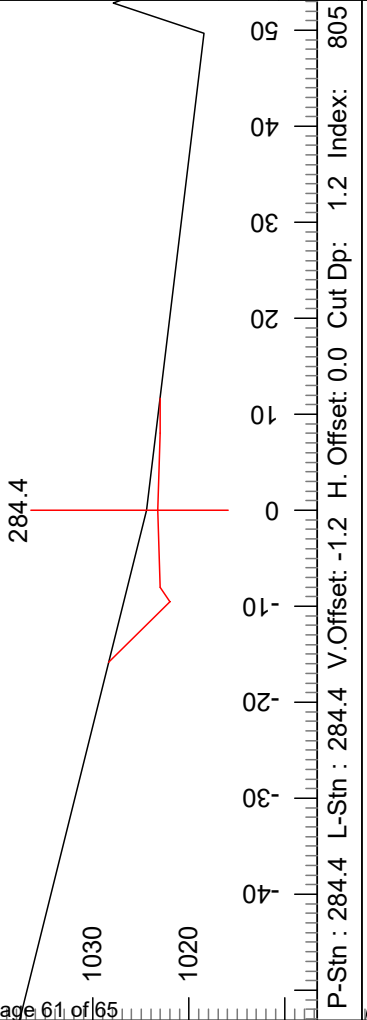
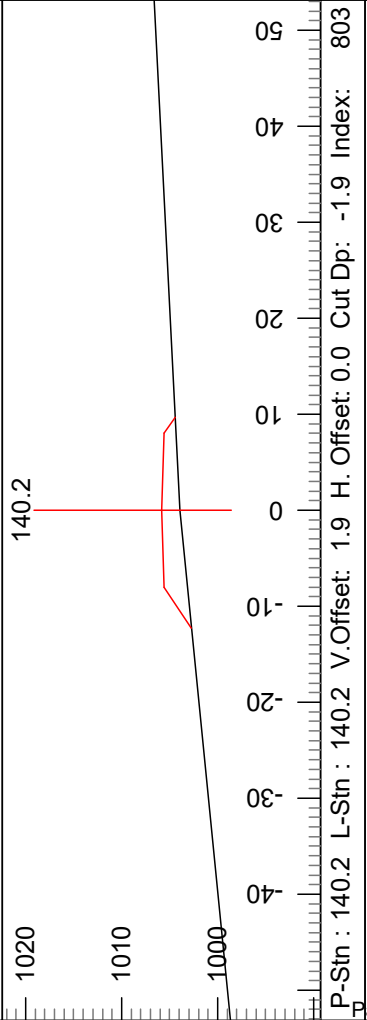
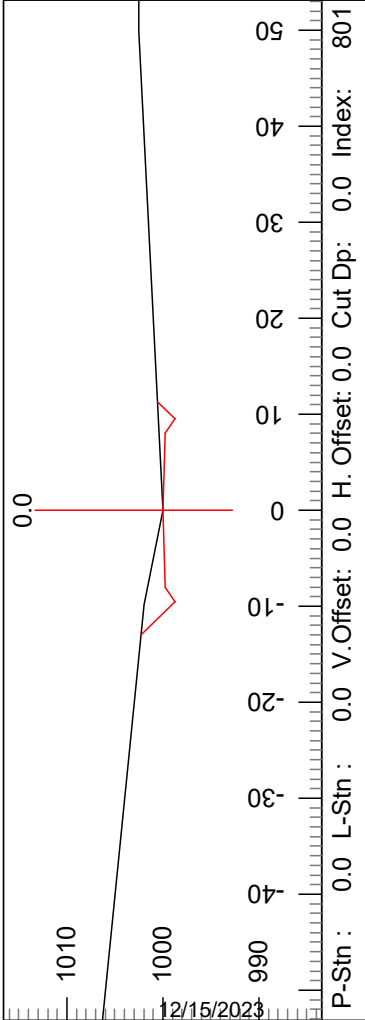
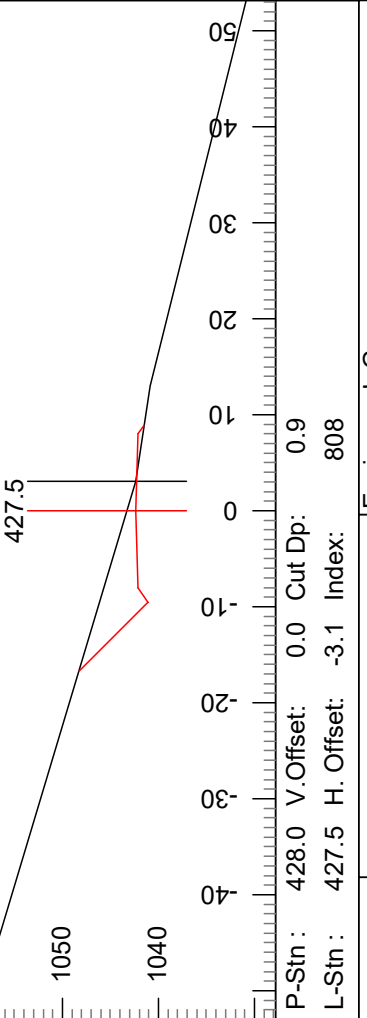
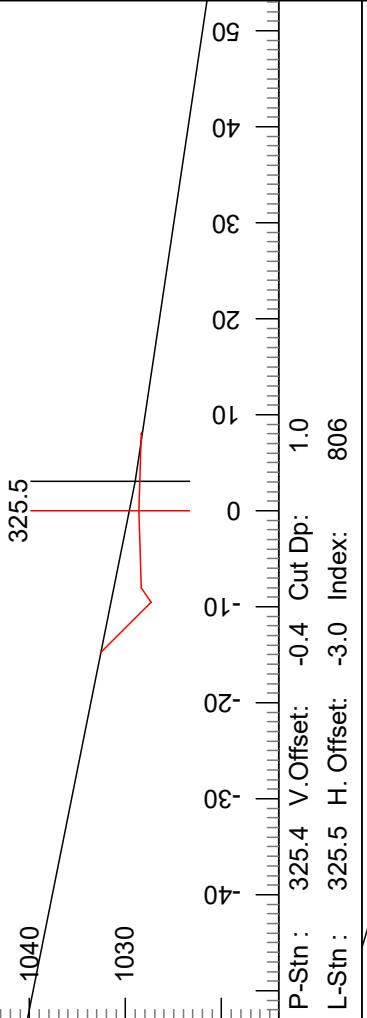
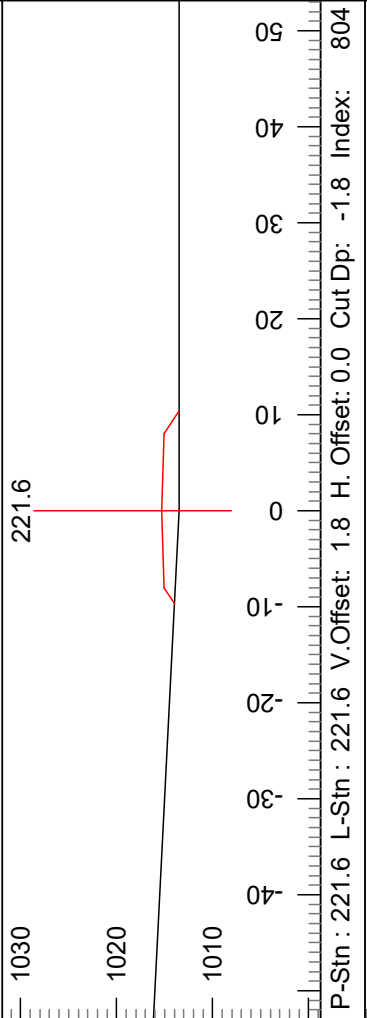
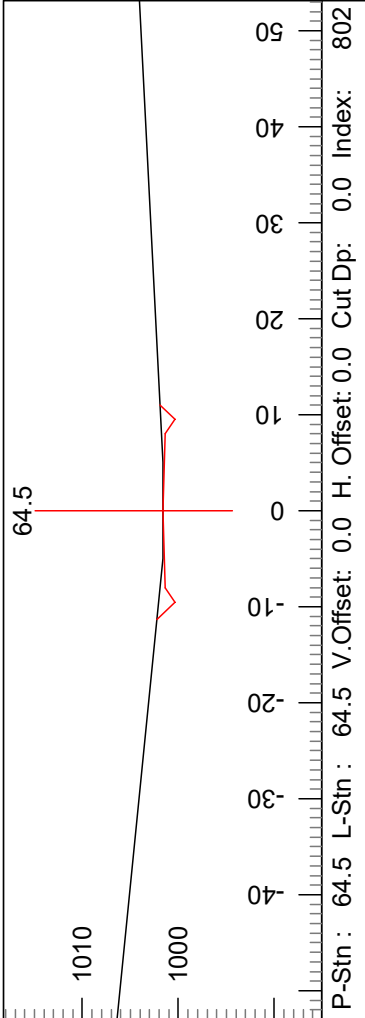
Page 60 of 65



 Washington State Department of Natural Resources South Puget Sound Region	Engineer: J. Gross 23/08/07	Page 2 of 4
	Plan Scale 1:1200 Profile Vert Scale 1:240 Profile Horz Scale 1:1200	

Cabbage Patch Timber Sale  
 KC-9800 Road  
 Contract#: 30-103592

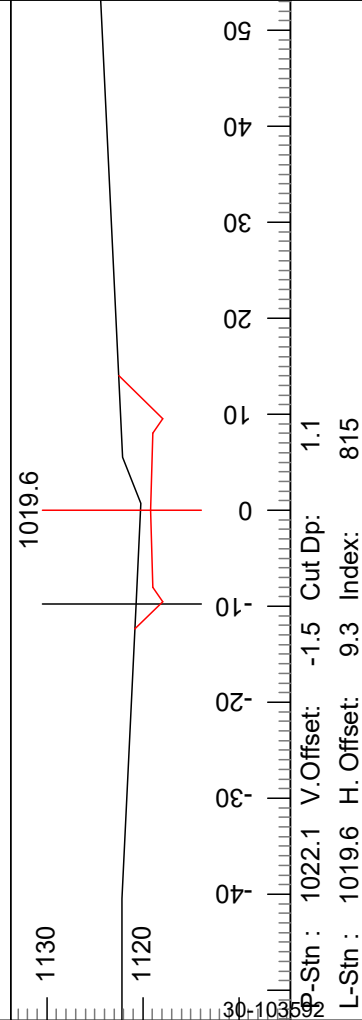
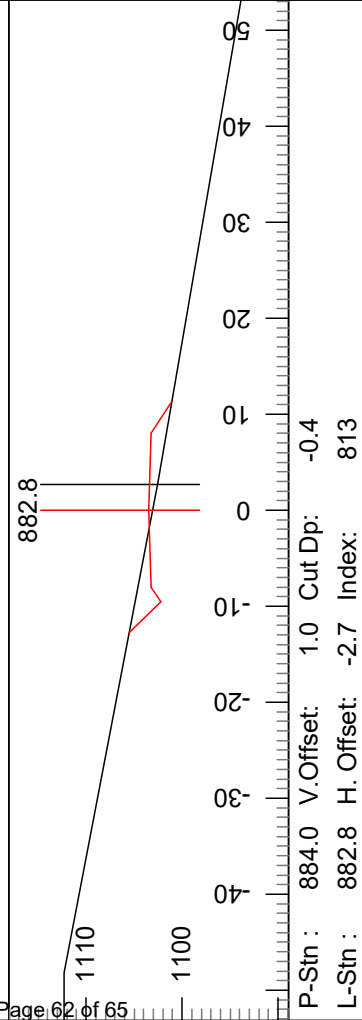
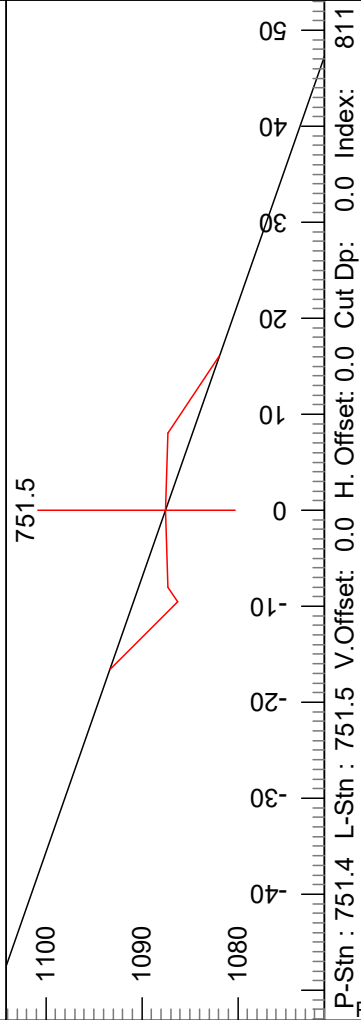
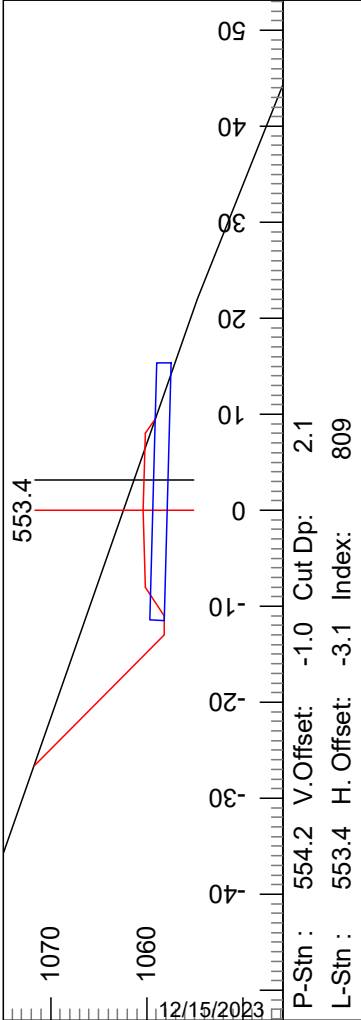
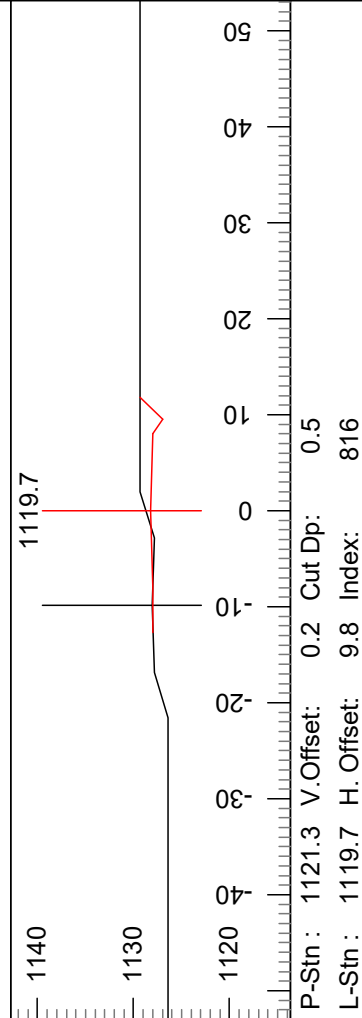
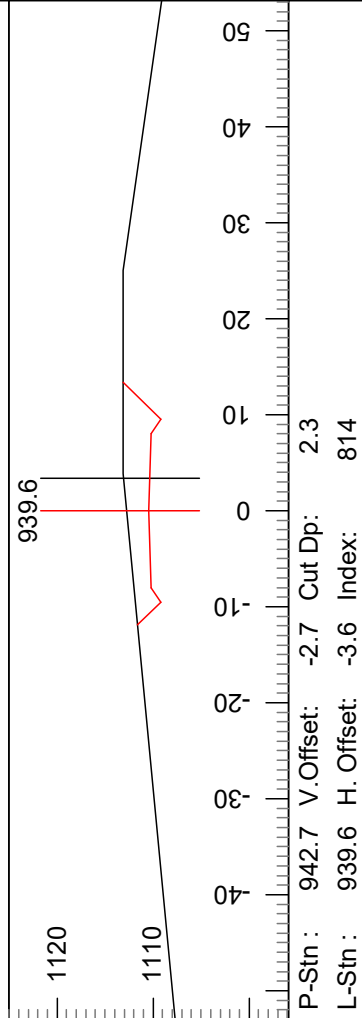
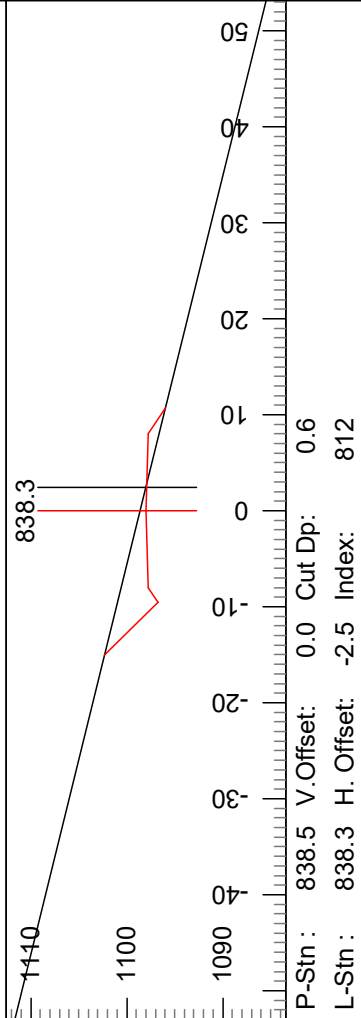
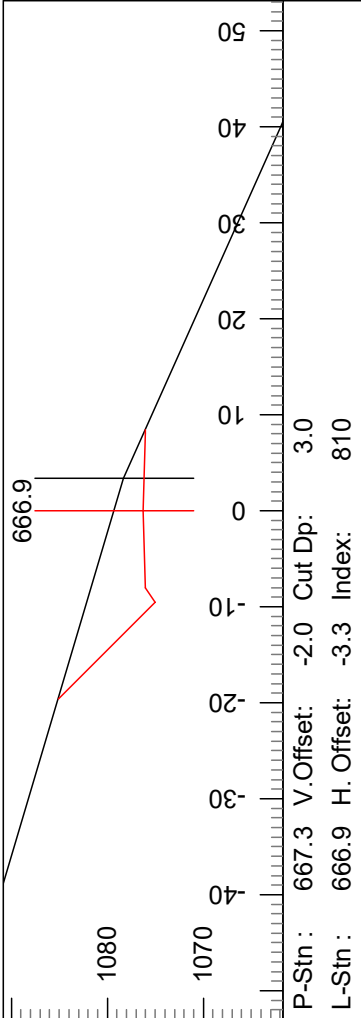




12/15/2023

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	Washington State Department of Natural Resources South Puget Sound Region	Engineer: J. Gross 23/08/07	Page 3 of 4
	Cabbage Patch Timber Sale KC-9800 Road Contract#: 30-103592	Section Scale 1:240	



12/15/2023

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30-103592

Cabbage Patch Timber Sale  
KC-9800 Road  
Contract#: 30-103592

Washington State Department of Natural Resources  
South Puget Sound Region



Section Scale 1:240

Engineer: J. Gross

23/08/07

Page 4 of 4

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
SOUTH PUGET SOUND REGION

STINKFOOT QUARRY DEVELOPMENT PLAN  
NE ¼ NE ¼ Sec.28, T18N, R04W W.M.  
Page 1 of 3

1. Rock for manufacture shall be obtained from Area A and Area B, in that order of precedence.
2. All vegetation including stumps shall be cleared a minimum of 30 feet beyond the top of all working faces. Trees shall be cleared to a minimum of ½ of the height of the tallest tree adjacent to the pit. A minimum 25 foot wide stripped area shall be maintained from working faces at all times.
3. Overburden shall be end hauled or pushed to the overburden waste area and compacted. Minimal acceptable compaction is achieved by placing waste material in 2 foot or shallower lifts and routing excavation equipment over the entire width of the lift. Final slope shall not exceed 1 ½ (H):1 (V). If overburden is pushed across the KC-6500, not less than 60 cubic yards of 2" minus crushed rock shall be placed, graded, and compacted over the contaminated segment of road. This rock will be in addition to that shown on the ROCK LIST. The ditch line of the KC-6500 below the quarry site shall be re-established to the specification shown on the TYPICAL SECTION SHEET.
4. Final placement of waste material shall be approved in writing by the Contract Administrator. Final stockpile location shall be as shown on the quarry development map or as approved in writing by the Contract Administrator.
5. Root wads and organic debris larger than one cubic foot in volume shall be separated from overburden material and piled separately in an organic waste area. Organic debris placement must be approved in writing by the Contract Administrator.
6. Quarry faces shall not exceed 30 feet in height and shall have a slope no steeper than ¼ (H):1 (V).
7. The width of any pit benches shall be a minimum of 1.5 times the maximum length of the largest machine used.
8. The surface of pit floors and benches shall be uniform and free-draining at a minimum 2% outslope gradient.
9. Oversize material remaining in the quarry shall not exceed 3% of the total volume mined in the source. Oversize material is defined as rock fragments larger than two feet in any direction. Oversize material shall be placed adjacent to the southwest face or as approved in writing by the Contract Administrator.
10. At the end of operations, pit faces and walls shall be scaled and cleared of loose and overhanging material, benches shall have safety berms constructed, and all access blocked to recreational vehicles.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
SOUTH PUGET SOUND REGION

STINKFOOT QUARRY DEVELOPMENT PLAN  
NE ¼ NE ¼ Sec.28, T18N, R04W 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. The quarry area shall be worked and left in a condition such that future operations may proceed in an orderly manner.
13. The quarry site shall be cleared of all temporary structures, equipment, and rubbish upon completion of rock source operations. The quarry site shall be left in a neat and presentable condition.
14. At the completion of rock source operations, Purchaser shall obtain written approval of final rock source condition and compliance with the terms of this plan from the Contract Administrator.
15. Quantity and quality of material are not guaranteed by the state.

# Stinkfoot Quarry

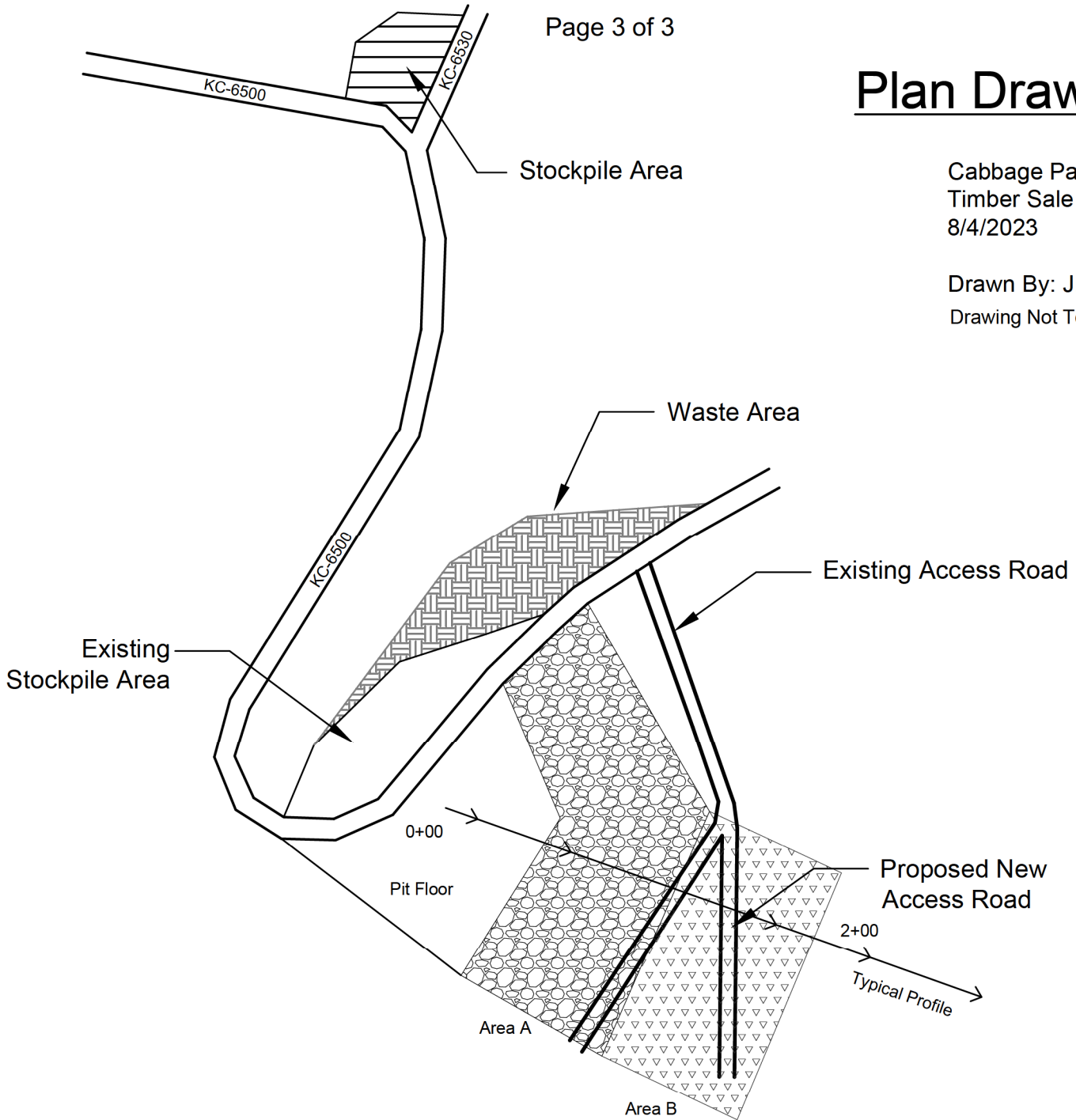
NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  Sec. 28, T18N, R04W

Page 3 of 3

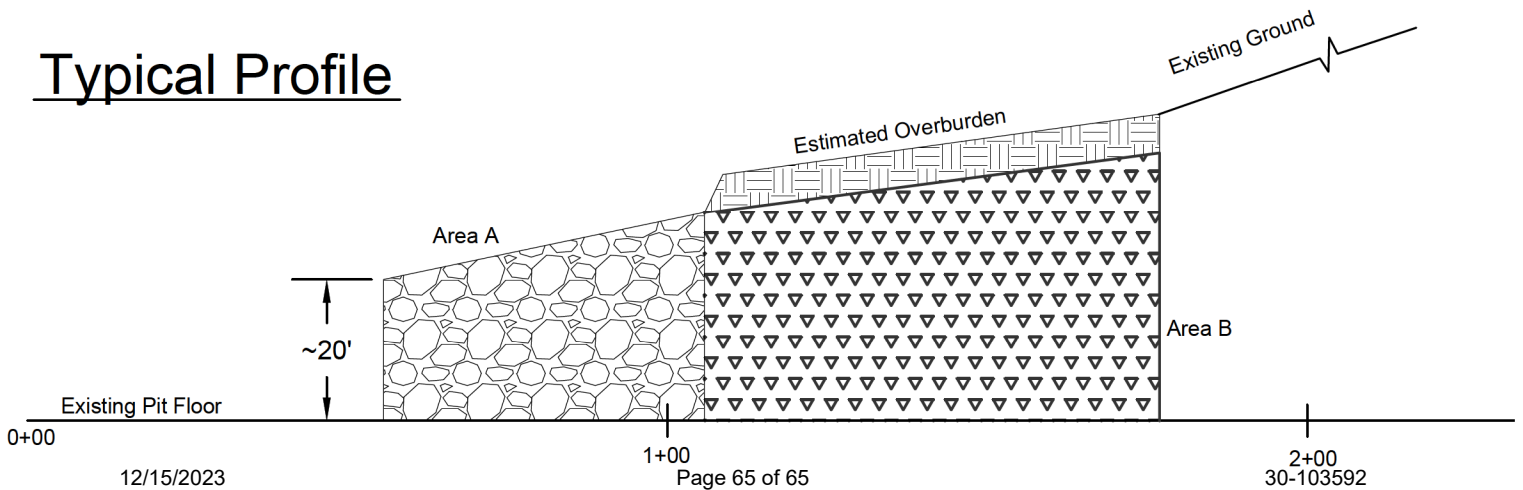
## Plan Drawing

Cabbage Patch  
Timber Sale  
8/4/2023

Drawn By: J. Gross  
Drawing Not To Scale



## Typical Profile



DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 01-09)

Road Development Cost Estimate

(For internal DNR use only. Costs are estimates only & are not guaranteed by the State or part of the Road Plan.)

REGION: SPS

UNIT: Delphi

SALE/PROJECT NAME: Cabbage Patch Timber Sale  
 LEGAL DESCRIPTION: 0

CONTRACT NUMBER: 30-103592

		Construction	Reconstruction	B-Line, B-4000, B-4500, BPA-2674, KC-Line, KC-2000, KC-2100, KC-3000, KC-6500, KC-9700
ROAD NUMBER:	B-4580, BPA-2674Ext, KC-9800			
ROAD STANDARD:		Construction	Reconstruction	Pre-haul maintenance
NUMBER OF STATIONS:	44.68		0.00	771.56
SIDESLOPE:	20-40		30%	0%
CLEARING AND GRUBBING:	\$9,705		\$0	
EXCAVATION AND FILL:	\$14,128		\$0	
MISC. MAINTENANCE:				\$39,720
ROCK TOTALS (Cu. Yds.):				
Ballast	4228	\$90,817	\$0	\$0
Crushed Rock	622	\$0	\$0	\$3,346
CULVERTS AND FLUMES:	\$7,735		\$0	\$3,214
STRUCTURES:	\$0		\$0	\$0
GENERAL EXPENSES:	\$9,791		\$0	\$4,165
MOBILIZATION:	\$6,340		\$0	\$6,340
TOTAL COSTS:	\$138,517		\$0	\$56,786
COST PER STATION:	\$3,100		\$0	\$74

ROAD DEACTIVATION AND ABANDONMENT COSTS: \$10,787

NOTE<sup>1</sup>: This appraisal has no allowance for profit and risk.

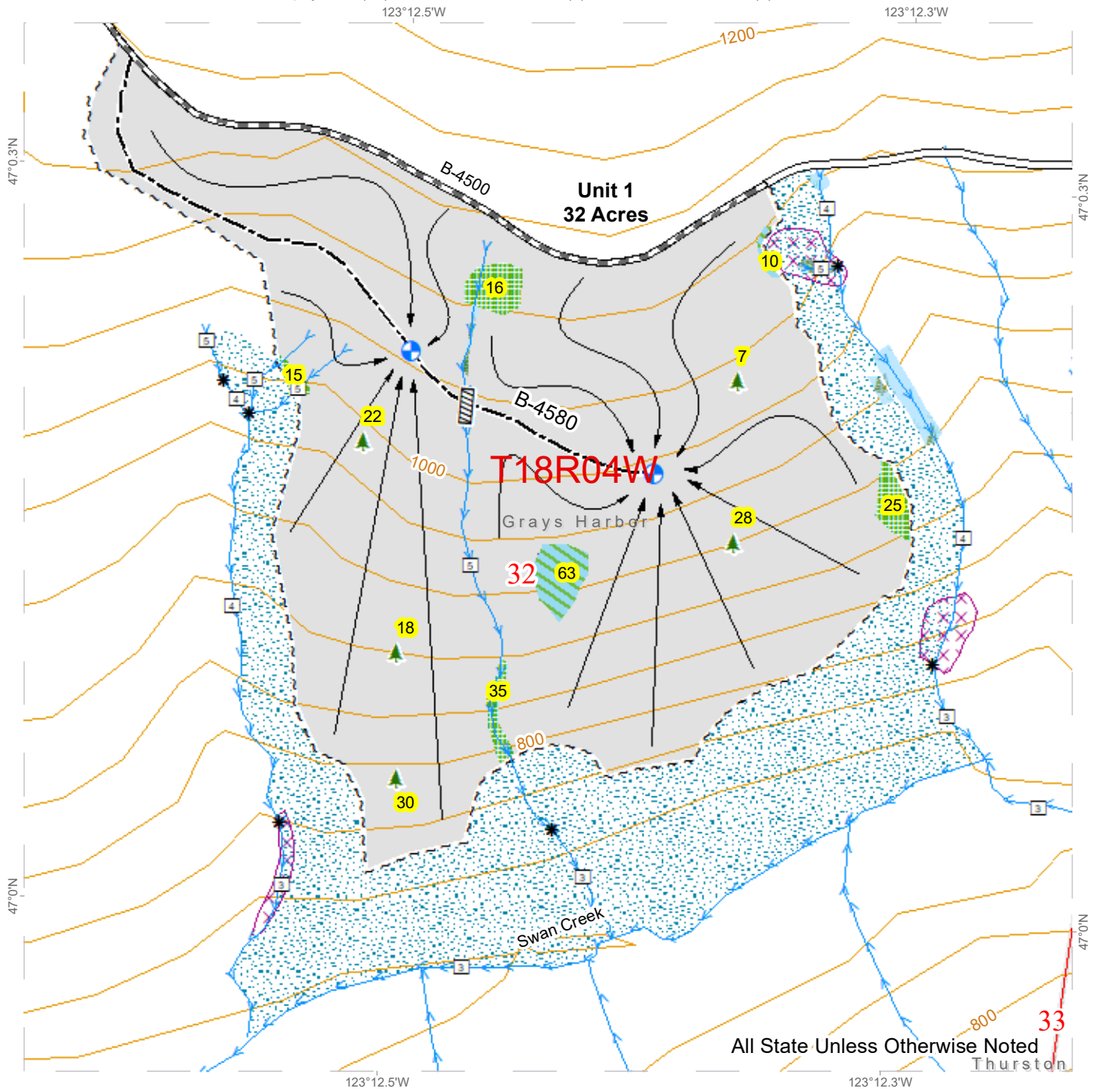
TOTAL (All Roads) =	\$206,089
SALE VOLUME MBF =	8,452
TOTAL COST PER MBF =	\$24.38

Date: 08/08/23

# LOGGING PLAN MAP

SALE NAME: Cabbage Patch  
 AGREEMENT#: 30-103592  
 TOWNSHIP(S): T18R4W  
 TRUST(S): Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Grays Harbor, Thurston  
 ELEVATION RGE: 720-1960



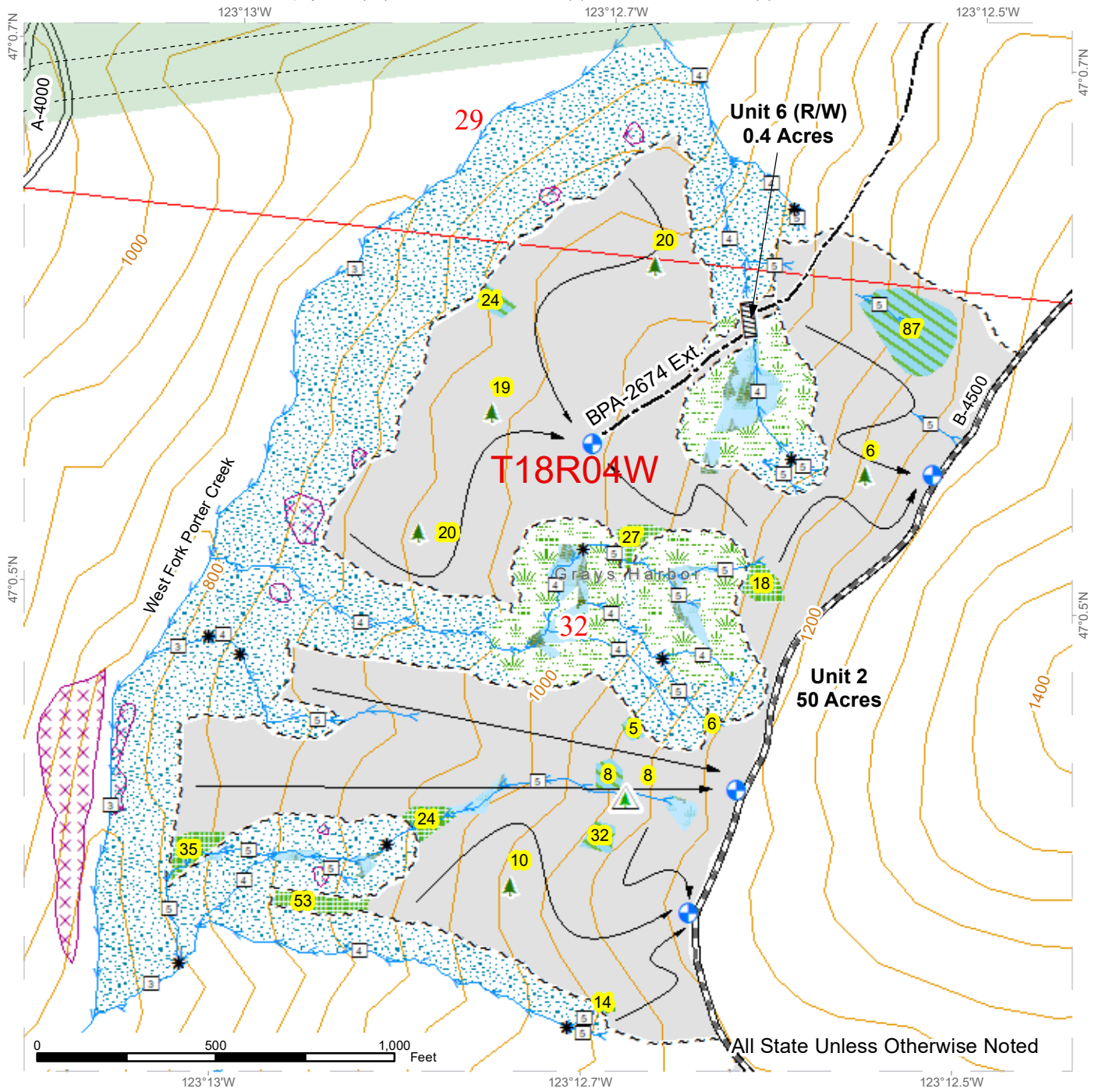
Sale Area	Streams	Forested Wetland
Sale Boundary Tags	Stream Type Break	Leave Tree Area
Cable Harvest	Stream Type	Riparian Mgt Zone
Ground Harvest	Culvert	Tailhold Restriction Area
Existing Roads	Landing - Proposed	Contours 40-foot
Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre	
Optional Construction	Non-Tradeable Leave Clump	



# LOGGING PLAN MAP

SALE NAME: Cabbage Patch  
 AGREEMENT#: 30-103592  
 TOWNSHIP(S): T18R4W  
 TRUST(S): Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Grays Harbor, Thurston  
 ELEVATION RGE: 720-1960



Sale Area	Streams	Non-Tradeable Leave Trees
Sale Boundary Tags	Stream Type Break	Non-Tradeable Leave Clump
Right of Way Tags	Stream Type	Forested Wetland
Cable Harvest	BPA Corridors	Leave Tree Area
Ground Harvest	BPA Transmission Lines	Riparian Mgt Zone
Existing Roads	Culvert	Wetland Mgt Zone
Required Pre-Haul Maintenance	Landing - Proposed	Tailhold Restriction Area
Optional Construction	Leave Tree Area <1/4-acre	Contours 40-foot

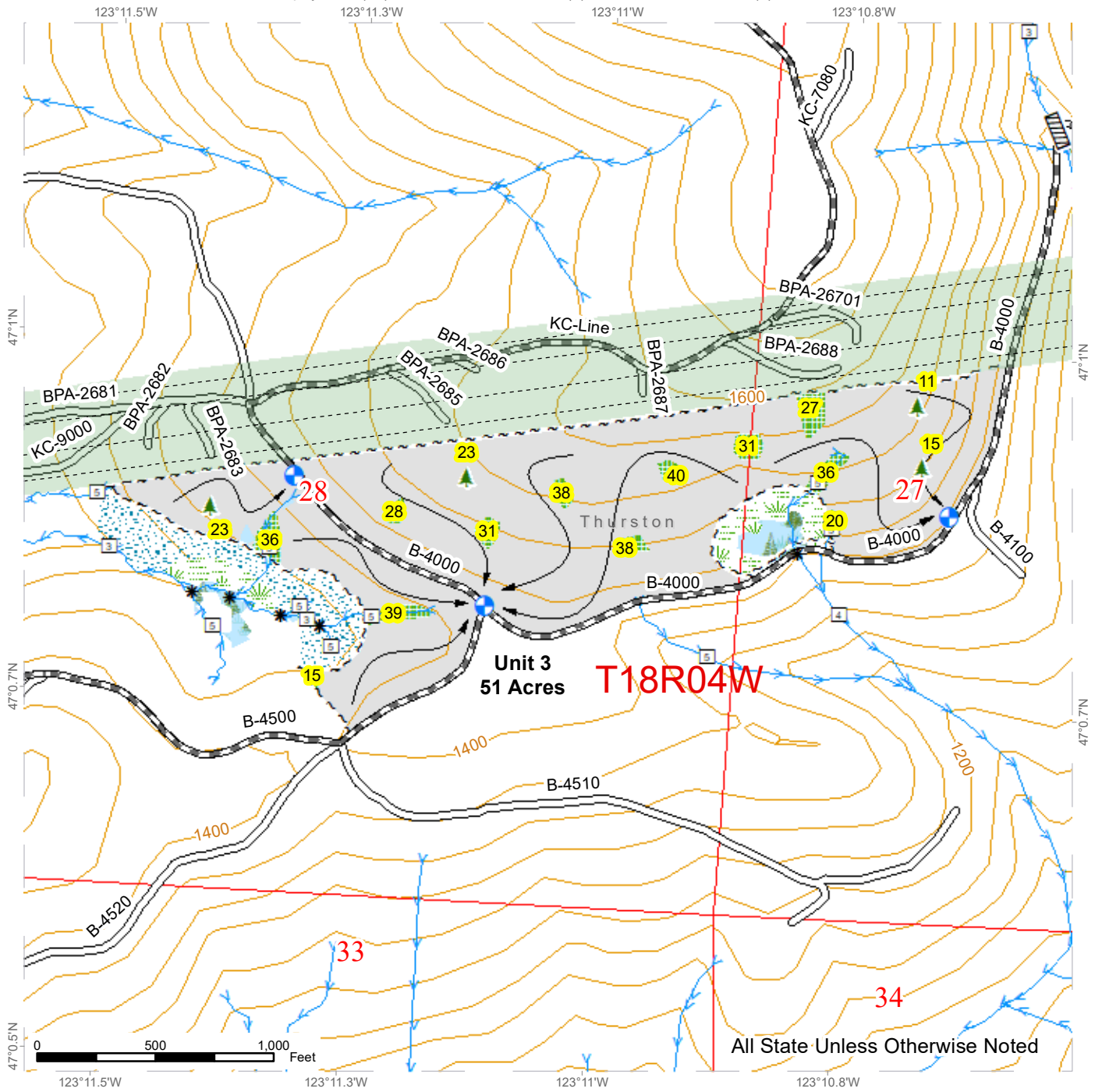




# LOGGING PLAN MAP

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



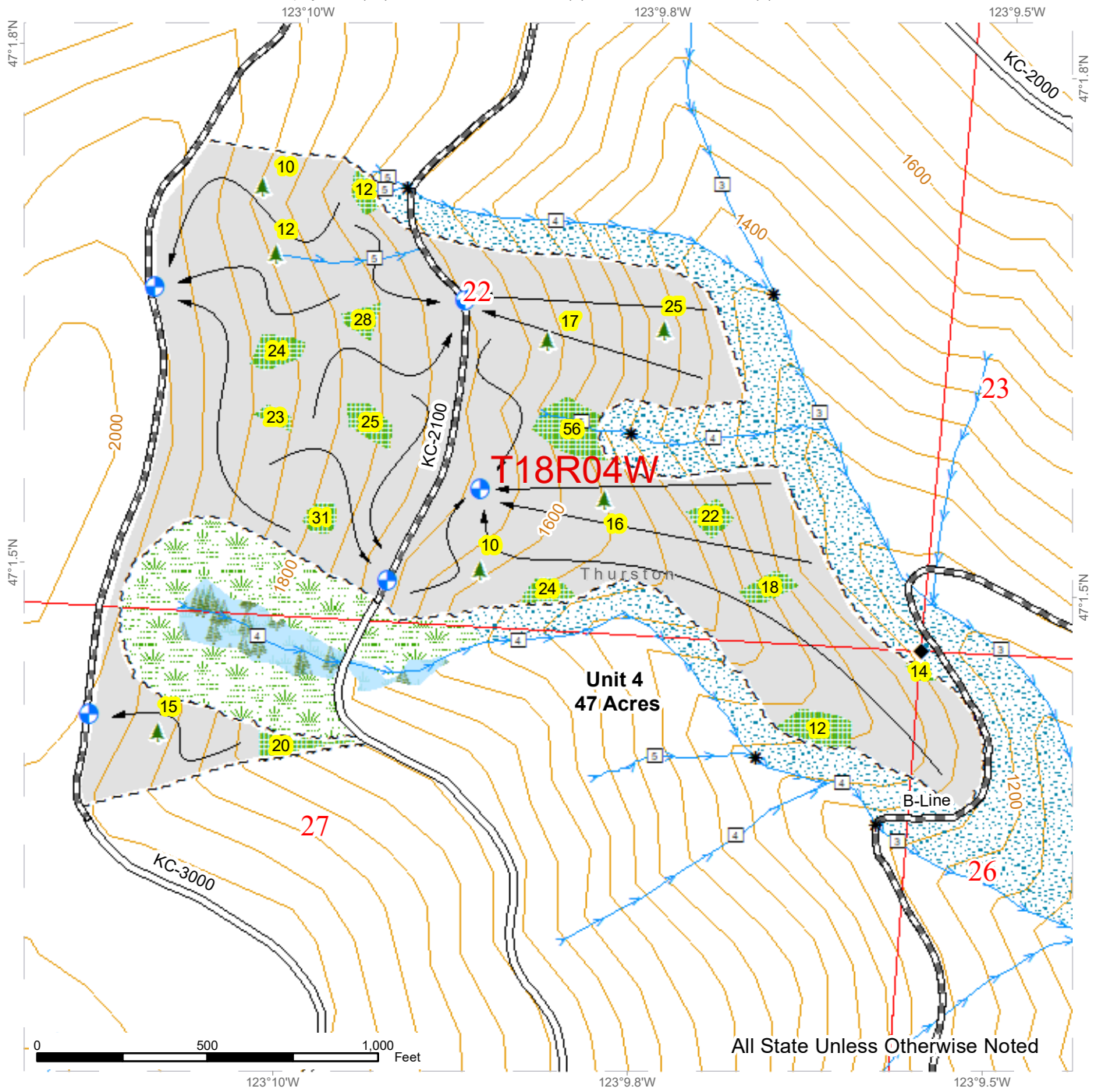
Sale Area	Stream Type Break	Leave Tree Area <1/4-acre
Sale Boundary Tags	Stream Type	Forested Wetland
Ground Harvest	BPA Corridors	Leave Tree Area
Existing Roads	BPA Transmission Lines	Riparian Mgt Zone
Required Pre-Haul Maintenance	Culvert	Wetland Mgt Zone
Streams	Landing - Proposed	Contours 40-foot



# LOGGING PLAN MAP

SALE NAME: Cabbage Patch  
 AGREEMENT#: 30-103592  
 TOWNSHIP(S): T18R4W  
 TRUST(S): Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Grays Harbor, Thurston  
 ELEVATION RGE: 720-1960



All State Unless Otherwise Noted

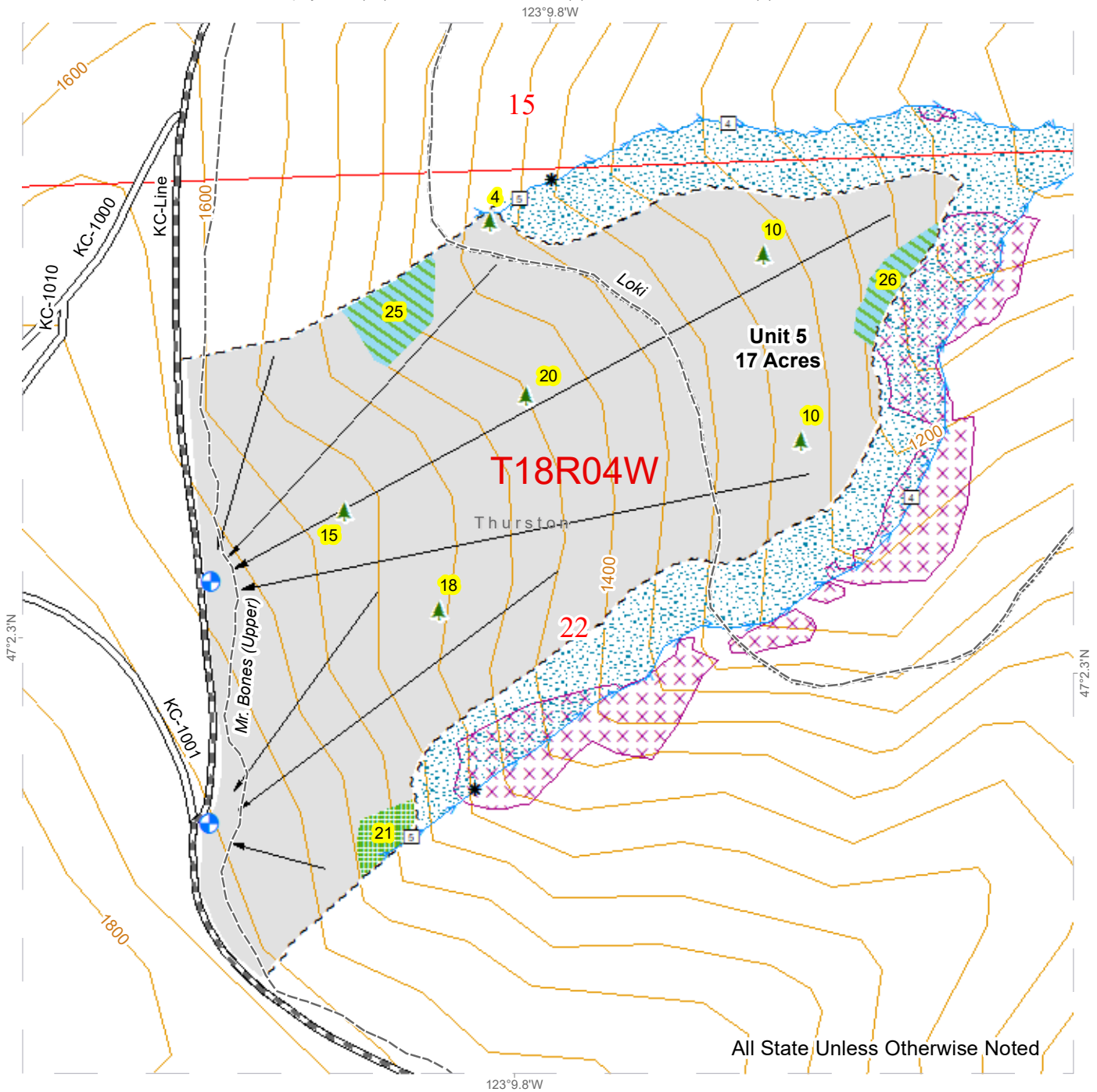
Sale Area	Streams	Leave Tree Area
Sale Boundary Tags	Stream Type Break	Riparian Mgt Zone
Cable Harvest	Stream Type	Wetland Mgt Zone
Ground Harvest	Landing - Proposed	Contours 40-foot
Existing Roads	Leave Tree Area <1/4-acre	Forested Wetland
Required Pre-Haul Maintenance		



# LOGGING PLAN MAP

**SALE NAME:** Cabbage Patch  
**AGREEMENT#:** 30-103592  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Grays Harbor, Thurston  
**ELEVATION RGE:** 720-1960



All State Unless Otherwise Noted

Sale Area	Stream Type Break	Leave Tree Area
Sale Boundary Tags	Stream Type	Riparian Mgt Zone
Cable Harvest	Recreation Trails	Tailhold Restriction Area
Existing Roads	Landing - Proposed	Contours 40-foot
Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre	
Streams	Non-Tradeable Leave Clump	



AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

Thurston County Treasurer

Real Estate Excise Tax paid none

By 1/8/09 mcook Deputy

Document Title: Quitclaim Deed

Reference Number of Related Document: 50-F05479

Grantor(s): State of Washington, Department of Transportation

Grantee(s): State of Washington, Department of Natural Resources

Legal Description: That portion of the SW 1/4 of the NE 1/4 of Section 14, Township 18 North, Range 4 West, W.M.

Assessor's Tax Parcel Number: Surplus Highway Right of Way

## QUITCLAIM DEED

Exhibit A--SR 8, McCleary to Summit Lake Road

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, acting by and through the Department of Transportation, Grantor, for and in consideration of EXCHANGE OF ON AND OFF APPROACHES, hereby conveys and quitclaims unto the STATE OF WASHINGTON, acting by and through the Department Of Natural Resources, Grantee, all right, title, and interest under the jurisdiction of the Grantor, in and to the following described real property situated in Thurston County, State of Washington:

A Type C Off and On Approach (hereafter "Approach") at Highway Engineer's Station E348+50 RT over the following described property:

All that portion of the following described Parcel "A" lying southwesterly of a line drawn parallel with and 100 feet southwesterly, when measured at right angles and/or radially from the E LINE of Primary State Highway No. 9, McCleary to Summit Lake Road:

Parcel "A": That portion of the Southwest quarter of the Northeast quarter of Section 14, Township 18 North, Range 4 West, W.M., lying southerly of Primary State Highway No. 9 except portion deeded to the State of Washington by deed



recorded June 28, 1948 in Volume 230 of Deeds, Page 317, under auditor's file No. 436924; and lying Westerly of a line described as follows:

Beginning at a point on the Southerly line of Highway which is 625 feet westerly from the intersection with the East line of said Southwest quarter of the Northeast quarter; thence South 580 feet more or less to the south line of said Southwest quarter of the Northeast quarter and the end of this Parcel "A" description.

ALSO: That portion of the Southwest quarter of the Northeast quarter of Section 14, Township 18 North, Range 4 West, W.M., lying Southerly of Primary State Highway No. 9 (Olympic Highway) described as follows:

Beginning at the point of intersection of the South line of Primary State Highway No.9 (Olympic Highway) with the East line of said Southwest quarter of the Northeast quarter; thence Westerly 250 feet; thence South to the South line of said Southwest quarter of the Northeast quarter, thence East along the said South line to East line of said Southwest quarter of Northeast quarter, thence North along said East line to point of beginning.

The Approach replaces and supersedes the Type B approach at Highway Engineer's Station 350+00 RT.

The specific details concerning all of which are to be found on Sheet 10 of Exhibit A of SR 8, (formerly PSH 9) McCleary to Summit Lake Road now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval February 25, 1959.

This approach is to be used for the operation of a tree farm or tree farms including the removal of raw forest products therefrom but may not be used for retail marketing. The approach shall not exceed 50 feet in width and shall be gated and locked when not in use.

The Grantors their heirs, successors and assigns, shall maintain the Approach between the right of way line and the shoulder line of the State Highway.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

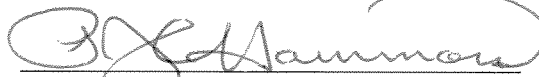
The grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.



The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 3 day of December, 2008.

STATE OF WASHINGTON



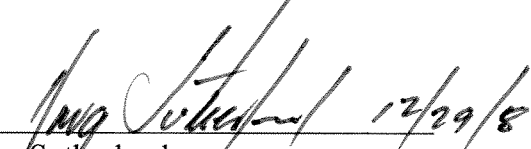
Paula J. Hammond, P.E.  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
Assistant Attorney General-WSDOT

Approved as to form  
on 3/10/2008  
by Roger Braden  
Assistant Attorney General  
for the State of Washington

REVIEWED AS TO FORM:

  
Doug Sutherland  
Commissioner of Public Lands



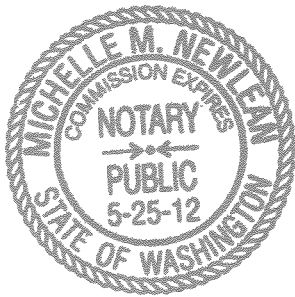
STATE OF WASHINGTON )

) : ss

County of Thurston )

On this 3<sup>rd</sup> day of December, 2008, before me personally appeared Paula J. Hammond, P.E., known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



Michelle M. Newkirk

Notary (print name) Michelle M. Newkirk

Notary Public in and for the State of Washington, residing at Tumwater

My Appointment Expires 5/25/12



EASEMENT

PRO 18/12/2012

The grantor Al Parks and Lois A. Parks(his wife) of Olympia, Washington for and in consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid, receipt thereof is hereby acknowledged, grants and conveys to State of Washington, Department of Natural Resources, grantee, its successors and assigns, a permanent nonexclusive easement over and across the following described lands in Thurston County, State of Washington, to wit:

A strip of land 60 feet in width over and across portions of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 19, Township 18 North, Range 3 West, W. M., being 30 feet each side of the centerline of the existing road

as shown on the plat marked Exhibit A, attached hereto and by this reference made a part hereof.

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

1. The easement is conveyed for the sole purpose of constructing and/or maintaining a road to provide access to and from lands presently owned or hereinafter acquired by the grantee, or controlled by the grantee, for land management and administration activities, including but not limited to valuable material removal operations.
2. The grantor reserves to itself, its successors and assigns, the right to use, at its own risk, the roadway in any manner which does not unreasonably interfere with the use of said road by the grantee, its assigns, successors, agents, contractors, employees, or licensees. Said road users will, however, contribute their pro rata share to the maintenance costs caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

Real Estate Excise Tax Except Thurston County Treasurer  
By Deanne Stahl County

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal this 9th day of August, 1967.

Al Parks (SEAL)  
Lois A. Parks (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

Approved by the Court  
28th Sep 1967  
JOHN T. CUMMINS  
 Notary Public, Licensed  
 By J. M. Johnson

On this day personally appeared before me A. L. Parks and Lois A. Parks, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of August, 1967.

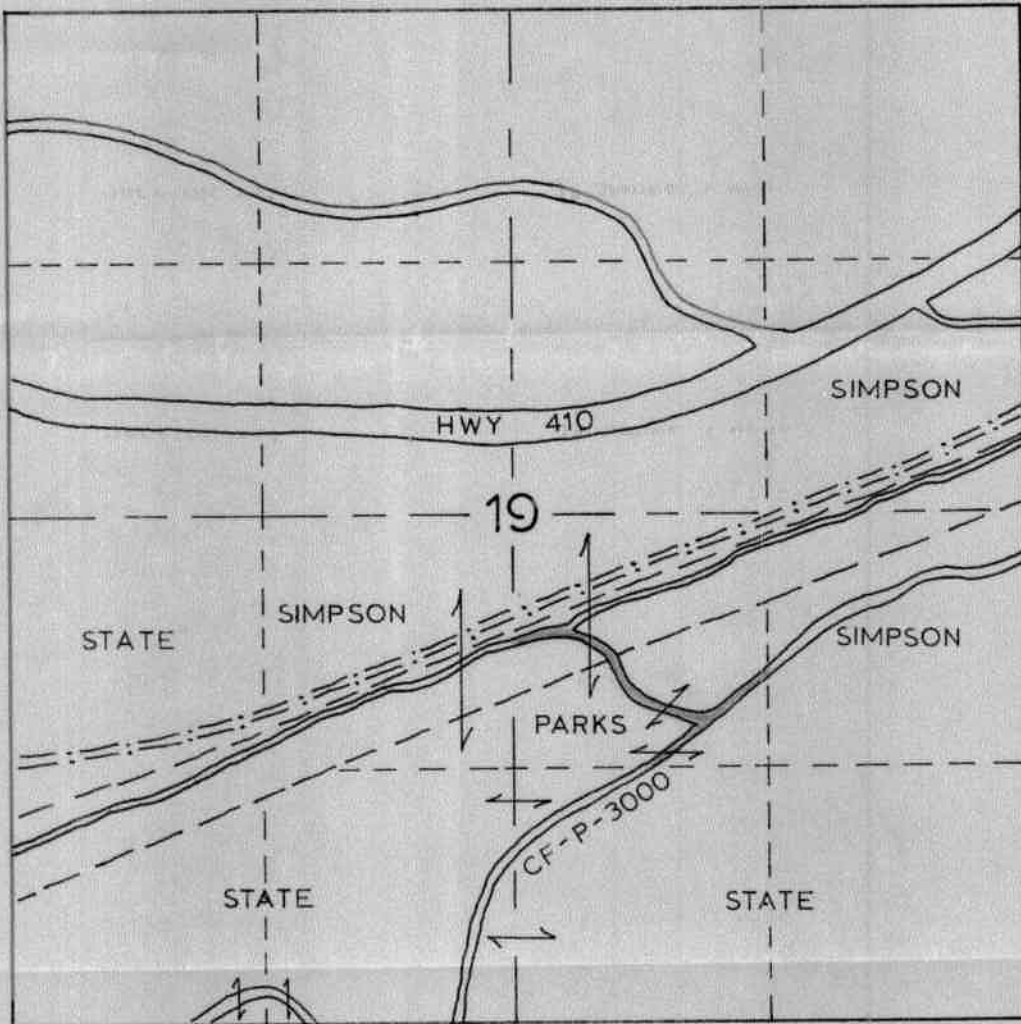
Mancel May  
Notary Public in and for the State of Washington, residing at Olympia

FILED  
M-158  
5/1/61

St. of Wn.  
Des.  
Dept of Natural Resources  
Box 168, Olympia, Wn. 98501


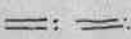



Section 19, Township 18 North, Range 3 West, W. M.



Scale: 1" = 1,000'

LEGEND

- Existing Roads      
- Pipeline R/W        
- Powerline R/W      

Drawn by: Roy E. Friis  
Date: August 1, 1967

EASEMENT

Seattle Trust and Savings Bank, a Washington corporation, mortgagee of that mortgage recorded April 24, 1967, under Thurston County Auditor's File No. 758958, in which said mortgage A. L. Parks and Lois Parks, husband and wife, are the mortgagors, in consideration of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, hereby consents to and joins in the conveyance by the said A. L. Parks and Lois Parks, husband and wife, to the State of Washington, Department of Natural Resources, its successors and assigns, of an easement for a road right of way 60 feet in width over and across portions of the Northwest Quarter of the Southeast Quarter of Section 19, Township 18 North, Range 3 West, W.M., as shown in red on the attached plat which is marked "Exhibit A."

Seattle Trust & Savings Bank, Successor to Olympia State Bank & Trust Company

Real Estate Excise Tax Exempt  
Thurston County Treasurer  
By Diana Tall Deputy

Avery R. Thomas  
Avery R. Thomas, V. P.

STATE OF WASHINGTON )  
COUNTY OF THURSTON )

On this 30th day of October, 1967, before me personally appeared Avery R. Thomas, to me known to be the Vice-President of the Seattle Trust and Savings Bank, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Seattle Trust and Savings Bank.

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

Spencer B. Trickett  
Notary Public in and for the State of Washington, residing at Olympia

*Copy of plat to be returned to Olympia, Wn. 98501.*

INDEXED

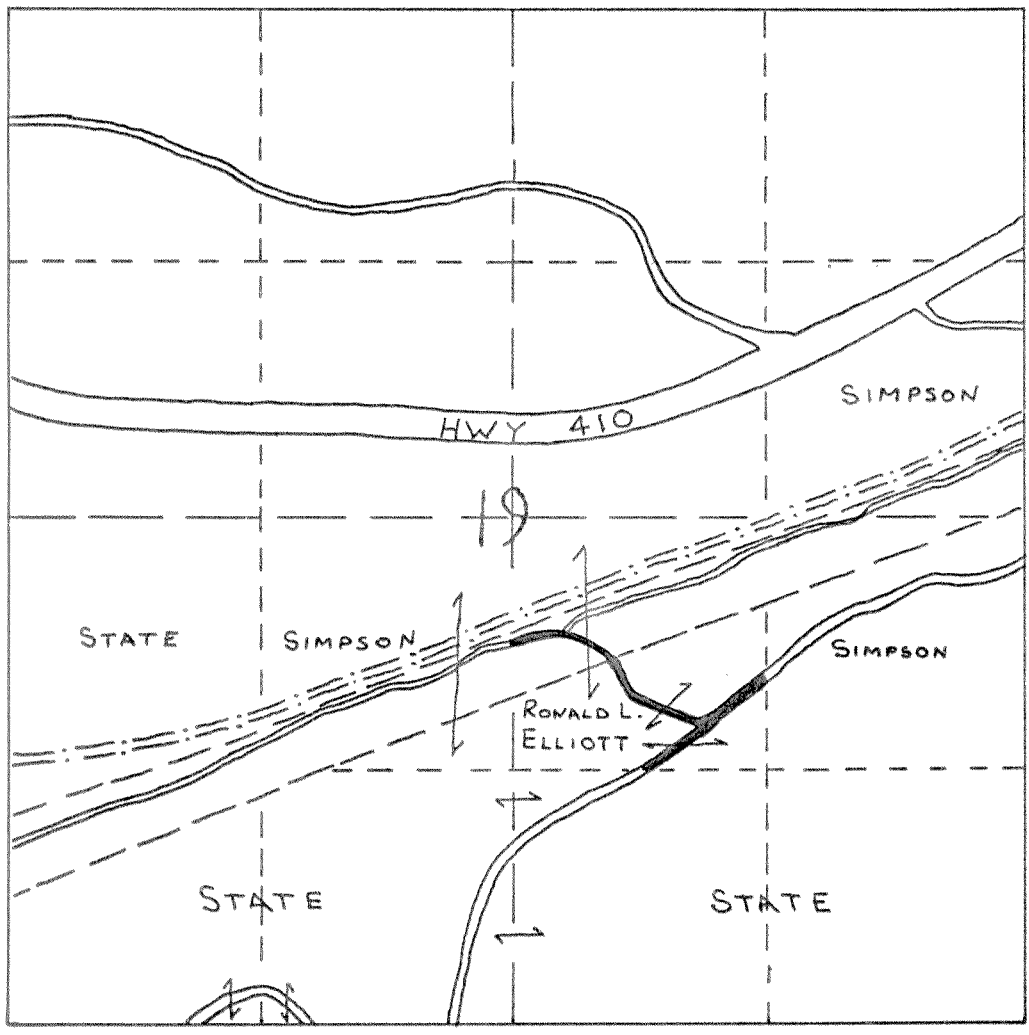
NOV 27 1 00 PM '67  
St. of Wn.  
Res.

*Noted*  
773807

773807


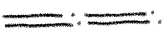

EXHIBIT A

Section 19, Township 18 North, Range 3 West, W. M.



Scale: 1" = 1,000'

LEGEND

- Existing Roads 
- Pipeline R/W 
- Powerline R/W 

Drawn by: Roy E. Friis  
Date: February 7, 1966

OL-CF-P-3000