



TIMBER NOTICE OF SALE

SALE NAME: PEPPER POTTS

AGREEMENT NO: 30-106703

AUCTION: December 18, 2024 starting at 10:00 a.m., COUNTY: Skagit Northwest Region Office, Sedro-Woolley, WA

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

PRODUCTS SOLD AND SALE AREA:

All timber bounded by white timber sale boundary tags and the DL-43 Road, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, adjacent young stands, DL-43 Road and property lines, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

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

All forest products above located on part(s) of Sections 4 all in Township 34 North, Range 6 East, Sections 32 and 33 all in Township 35 North, Range 6 East, W.M., containing 36 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Table with columns: Species, Avg DBH, Ring Count, Total MBF, and MBF by Grade (1P, 2P, 3P, SM, 1S, 2S, 3S, 4S, UT). Rows include Douglas fir, Hemlock, Redcedar, Spruce, Red alder, Cottonwood, Maple, and Sale Total.

MINIMUM BID: \$499,000.00 BID METHOD: Sealed Bids

PERFORMANCE SECURITY: \$99,800.00 SALE TYPE: Lump Sum

EXPIRATION DATE: March 31, 2027 ALLOCATION: Export Restricted



TIMBER NOTICE OF SALE

- BID DEPOSIT:** \$49,900.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.
- HARVEST METHOD:** Cable OR tethered equipment; shovel, tracked skidder or “6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires” on sustained slopes 40% or less; self-leveling equipment on sustained slopes 55% or less; also, a feller-buncher may be utilized on sustained slopes 40% or less for falling. Falling and Yarding will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.
- ROADS:** 4.27 stations of optional construction. 3.42 stations of optional reconstruction. 343.26 stations of required prehaul maintenance. 7.69 stations of abandonment, if built.
- Rock may be obtained from the following source(s) on State land at no charge to the Purchaser: Blair Pit at station 28+47 of the LT-ML Road. Potts Pit at Station 91+01 of the DL-43 Road.
- Development of an existing rock source(s) will involve clearing and sorting pitrun in-bank rock.
- An estimated total quantity of rock needed for this proposal: 240 cubic yards of riprap/oversize, 425 cubic yards of shotrock and 295 cubic yards of pitrun rock.
- Road work and the hauling of rock will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The HAULING OF FOREST PRODUCTS WILL NOT BE PERMITTED ON THE DL-43 ROAD from November 1 to March 31 UNLESS AUTHORIZED IN WRITING BY THE STATE. The hauling of forest products on ALL REMAINING ROADS is restricted as follows: The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation.
- ACREAGE DETERMINATION**
- CRUISE METHOD:** Acres determined by GPS traverse for units. Cruise was conducted via variable plot sample type for Units #2 and 3, as well as 1/20-acre fixed plot for Unit #1. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.
- FEES:** \$21,454.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.
- SPECIAL REMARKS:**
1. Trees marked with orange paint represent the last take tree along property line boundaries.
 2. HQ DF noted within the sale area. Also, DF and redcedar poles were noted within the sale area. No formal cruise was conducted for poles. See cruise for further details.
 3. A portion of the road work is on abandoned grade.
 4. Timing restriction on the DL-43 for log hauling, see road sections above.

Schedule C
Slash Piling Specifications

The areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

A. Piles shall be a minimum of 11.5 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.

B. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.

C. Piles shall not be placed on large stumps or logs.

D. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave trees, and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.

E. Piling shall be completed using an approved hydraulic shovel and grapples.

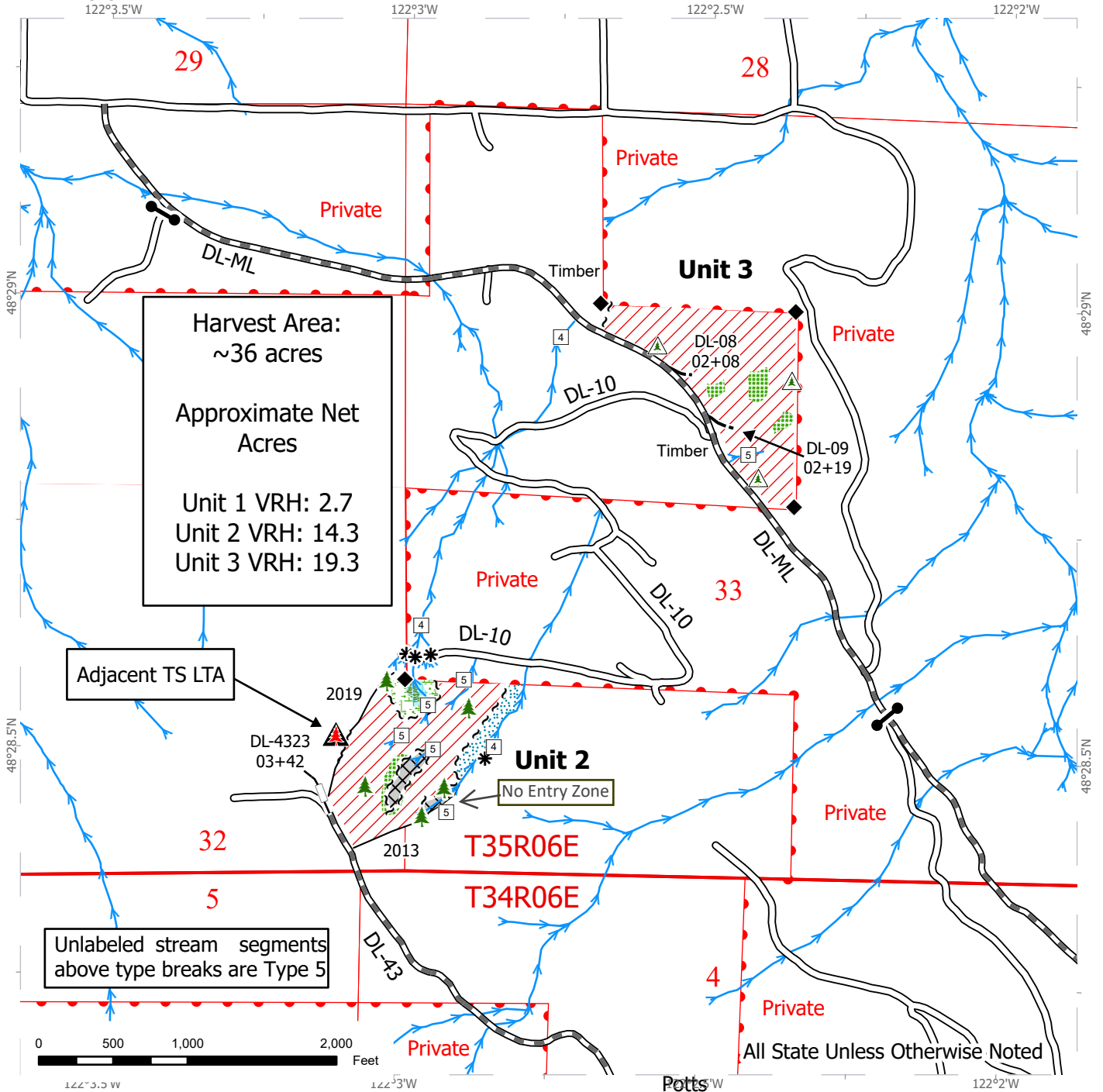
F. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.

G. Slash generated during cable yarding shall be stacked in dirt free piles and shall not block roads or interfere with functioning of drainage structures, ditches, or stream channels.

TIMBER SALE MAP

SALE NAME: PEPPER POTTS
AGREEMENT #: 30-106703
TOWNSHIP(S): T34R6E, T35R6E
TRUST(S): State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 280-1960



Harvest Area:
 ~36 acres
 Approximate Net Acres
 Unit 1 VRH: 2.7
 Unit 2 VRH: 14.3
 Unit 3 VRH: 19.3

Adjacent TS LTA

Unlabeled stream segments above type breaks are Type 5

All State Unless Otherwise Noted

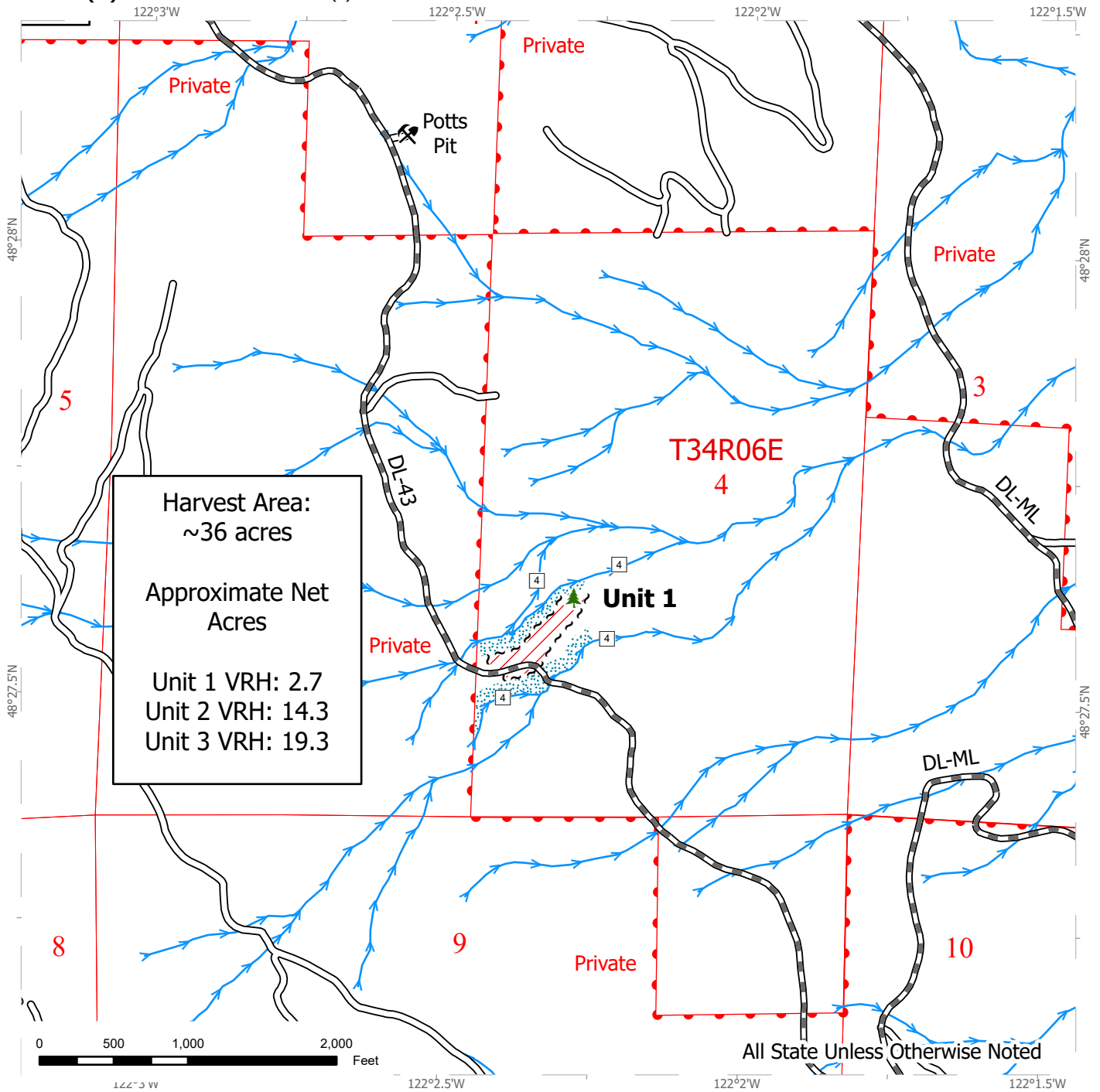
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|-----------------------|-------------------------------|---------------------------|
| Sale Area | Sale Boundary Tags | Stream Type |
| Leave Tree Area (LTA) | Timber Type Change | Stream Break |
| Forested Wetland | Existing Roads | Leave Tree Area <1/4-acre |
| Wetland Mgt Zone | Required Pre-Haul Maintenance | Non-Tradeable Leave Trees |
| Riparian Mgt Zone | Optional Construction | Gate (F1-3 lock) |
| No Entry Zone | Optional Reconstruction | Survey Monument |
| | Streams | |



TIMBER SALE MAP

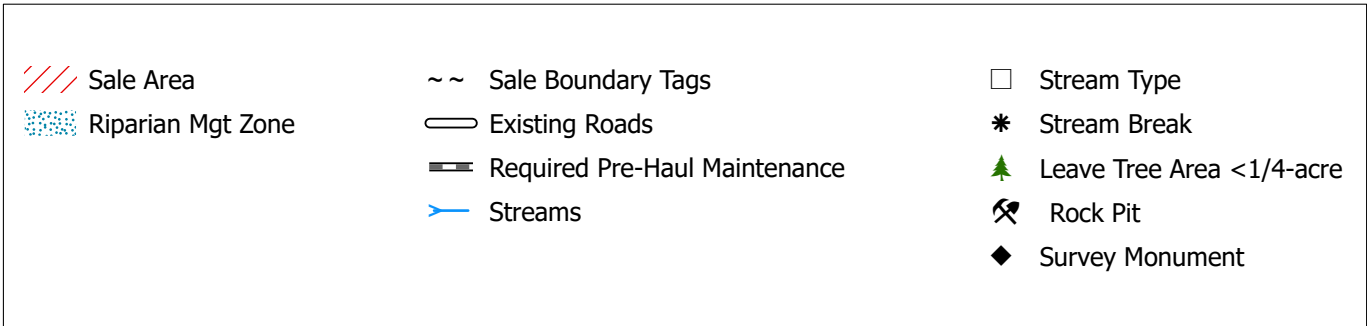
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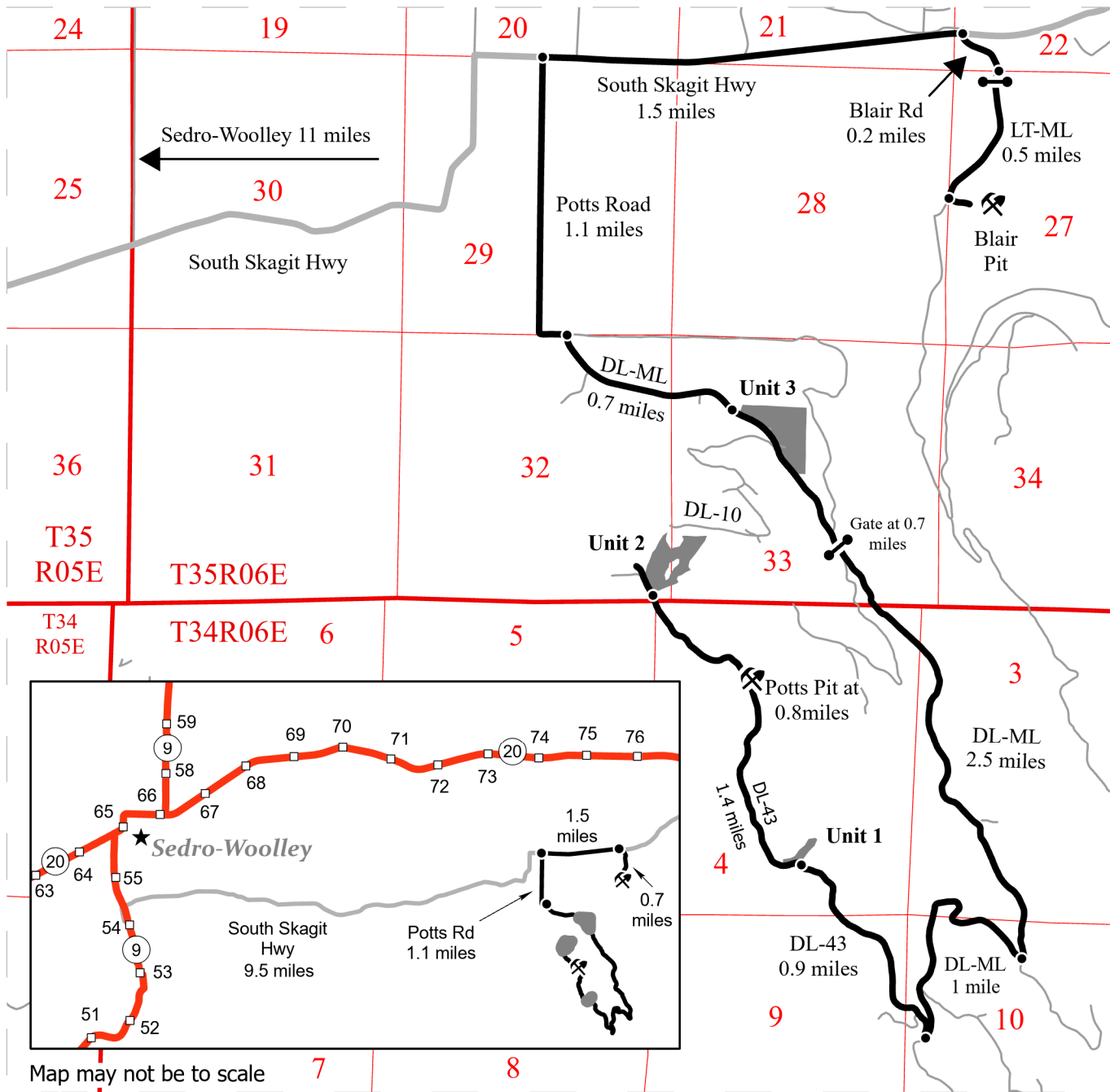
All State Unless Otherwise Noted



DRIVING MAP

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Legend

- Harvest Unit
- Haul Route
- Highway
- Paved Road
- Other Roads
- Rock Pit
- Gate
- Distance indicator
- Milepost Markers

DRIVING DIRECTIONS:

Units: From Hwy 9 between mileposts 54 & 55 head east on South Skagit Hwy for 9.5 miles. Turn right (south) onto Potts Rd. In 1.1 miles Potts Rd will become the DL-ML. Continue 0.7 miles to Unit 3. From Unit 3 continue 2.5 miles (gate in 0.7 miles) and turn right to stay on the DL-ML. Continue 1 mile and turn right onto the DL-43. Continue 0.9 miles to Unit 1. From Unit 1 continue 1.4 miles to Unit 2.

Potts Pit: 0.8 miles north of Unit 1 on the DL-43 Rd.
 Blair Pit: From South Skagit Hwy head south on Blair Rd for 0.2 miles. Travel through the gate and Blair Rd becomes the LT-ML. Continue 0.5 miles to the pit (spur to the left/east).



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0106703

SALE NAME: PEPPER POTTS

**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 18, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber bounded by white timber sale boundary tags and the DL-43 Road, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by white timber sale boundary tags, adjacent young stands, DL-43 Road and property lines, except trees 60 inches or larger measured at diameter at breast height, cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #2.

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

All forest products described above located on approximately 36 acres on part(s) of Section 4 in Township 34 North, Range 6 East, Sections 32, and 33 all in Township 35 North, Range 6 East W.M. in Skagit County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
C	Slash Piling Specifications

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

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

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered

Species Act. The activities to be carried out under this contract are located within the State's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. TE812521-1 and 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the State's Regional Offices and the administrative headquarters in Olympia, Washington.

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

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

G-063 Incidental Take Permit Notification Requirements

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

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Cottonwood	\$103.31	0	\$0.00	\$9.00	\$9.00
Douglas fir	\$387.30	0	\$0.00	\$9.00	\$9.00
Hemlock	\$290.47	0	\$0.00	\$9.00	\$9.00
Maple	\$187.80	0	\$0.00	\$9.00	\$9.00
Red alder	\$295.64	0	\$0.00	\$9.00	\$9.00
Redcedar	\$589.09	0	\$0.00	\$9.00	\$9.00
Spruce	\$139.11	0	\$0.00	\$9.00	\$9.00
Other	\$367.67	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury,

sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each

subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

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

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

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

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

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

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

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

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; LT-ML, DL-ML, DL-08, DL-09, DL-10, DL-43, DL-4323. 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 DL-ML, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easements with:

John Hancock Life Insurance Company; #55-002573; dated November 1, 1994.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in Clause P-020, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's

remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$32,812.00. The total contract price consists of a \$0.00 contract bid price plus \$32,812.00 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 \$99,800.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform

to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

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

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for the sale area. The plan shall address the falling, yarding and hauling (specifically the plan needs to address harvesting around slope stability mitigation zones), 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-090 Designated Trees Felled

All trees with triple yellow painted bands in Unit 3 are to be high stumped above the survey reference markers and shall be felled concurrently with the falling operation.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable or tethered equipment; shovel, tracked skidder or "6-wheeled rubber-tired skidders with over-the-tire tracks spanning both sets of rear tires" on sustained slopes 40% or less; self-leveling equipment on sustained slopes 55% or less; also, a feller-buncher may be utilized on sustained slopes 40% or less for falling. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-126 Tailholds on State Land

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

H-127 Tailholds on Private Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted on any roads (except the DL-43 Road) from November 1 to March 31 unless authorized in writing by the Contract Administrator.

H-131 Hauling Schedule

The hauling of forest products will not be permitted on the DL-43 Road from November 1 to March 31 unless authorized in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. 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 or if ground disturbance is causing excessive damage.

B. Equipment shall remain at least 30 feet from all water courses or areas of wet/soft soils, except as necessary to cross at approved locations. Water course crossing structures must be approved by the Contract Administrator. Temporary stream crossings that protect stream bank integrity are required for Type 5 water crossings during yarding operations and must be approved in writing by the Contract Administrator. Structures shall be limited to crossing points approved in writing by the Contract Administrator. Streambeds and banks shall be protected by the use of log puncheon or other approved structures at these crossing points and removed upon the completion of yarding activities. This applies to both cable and ground-based yarding.

C. When yarding and loading operations are occurring simultaneously, an additional shovel shall be required for loading to avoid extra trips to the landing. Shovel yarding shall not be allowed to create ruts or soil puddling. Shovel routes should be dispersed to prevent creation of definable trails.

D. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than two weeks before any activities resume on site, same process/requirements to be followed as stated in the G-330 clause.

E. Marked leave trees may be traded for trees of the same size, species, and similar location with prior approval from the Contract Administrator, except for non-tradeable leave trees in Unit 3 (see H-141).

F. Within shovel logging areas, the shovel operator shall break up concentrations of logging debris greater than 11.5 feet by 11.5 feet.

G. The Purchaser must install signage, warning about active operations, 7 days prior to falling timber in Unit 3. This signage must be approved by the Contract Administrator, in locations approved by the Contract Administrator. Signage and placement of signage is at the Purchaser's expense.

F. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. If trees 60 inches DBH or greater need to be felled for safety reasons, trees will be left where felled.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

B. This timber sale contains 3 non-tradeable leave trees in Unit 3 (shown on Timber Sale Map).

C. This timber sale is adjacent to a non-tradeable leave tree area from a previous timber sale that is near the timber sale boundary. Shown on Timber Sale Map as "Adjacent TS LTA".

D. No timber harvest, equipment entry, tailholding, or cable yarding are allowed within or over the No Entry Zones in Unit 2 (shown on the Timber Sale Map).

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

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

Road construction and associated work provisions of the Road Plan for this sale, dated 2/28/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the LT-ML, DL-ML, DL-08, DL-09, DL-10, DL-43, DL-4323 roads. All work shall be completed to the specifications detailed in the Road Plan.

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

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-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 the sale area.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Jay Guthrie
Northwest Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule C
Slash Piling Specifications

The areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

A. Piles shall be a minimum of 11.5 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.

B. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.

C. Piles shall not be placed on large stumps or logs.

D. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave trees, and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.

E. Piling shall be completed using an approved hydraulic shovel and grapples.

F. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.

G. Slash generated during cable yarding shall be stacked in dirt free piles and shall not block roads or interfere with functioning of drainage structures, ditches, or stream channels.



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Northwest

Timber Sale Name: PEPPER POTTS

Application Number: 30- 106703

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 0 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: 34,326 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 427 linear feet
Roads to be constructed (optional and required) and then abandoned

342 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: Pepper Potts	Region: Northwest
Agreement #: 30-106703	District: Clear Lake
Contact Forester: Curtis Thompson Phone / Location: (360) 393-5407	County(s): Skagit
Alternate Contact: Tyson Whiteid Phone / Location: (360) 280-0968	Other information:

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

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec. 4, T34, R06E	01	2.8		0.1			2.7	GPS (Garmin) and LiDAR
2	Sec. 32, T35, R06E	01	15.3		1.0			14.3	GPS (Garmin)
3	Sec. 33, T35, R06E	01	20.4		1.1			19.3	GPS (Garmin)
TOTAL ACRES			38.5		2.2			36.3	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Variable Retention Harvest (VRH) Sale boundary marked with white "Timber Sale Boundary" tags.	N/A	1 leave tree area contains 21 leave trees. 3 individually marked single leave trees.
2	Variable Retention Harvest (VRH) Sale boundary marked with white "Timber Sale Boundary" tags, orange painted last take trees, timber type change, or the DL-43 road.	A slope stability mitigation zone is bound out in the center of the unit, and another is adjacent to the sale, creating yarding restrictions.	6 leave tree areas contain 121 leave trees. 3 individually marked single leave trees. A leave tree area from an adjacent TS is located on the boundary and may prevent potential yarding corridors. If desired, permission must be obtained to tailhold on adjacent private property (H-127 in contract).
3	Variable Retention Harvest (VRH) Sale boundary marked with orange Painted last take trees, white "Timber Sale Boundary" tags, or the DL-ML road.	N/A	3 leave tree areas contain 128 leave trees. 35 individually marked single leave trees. 3 additional non-tradeable individually marked single leave trees. Painted with double blue bands. 4 trees marked with triple yellow bands must be high stumped above survey reference tags.

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	WH, DF, RC/ 98 MBF	Access via DL-ML, there is one gate with an F1-3 lock. Use CB channel 5.	Traverse and Driving maps attached.
2	WH, DF, RC/ 688 MBF	Access via DL-ML, there is one gate with an F1-3 lock. Use CB channel 5.	Traverse and Driving maps attached.
3	WH, DF, RC/ 816 MBF	Access via the DL-ML.	Traverse and Driving maps attached.
TOTAL MBF	1,602 MBF		

REMARKS:

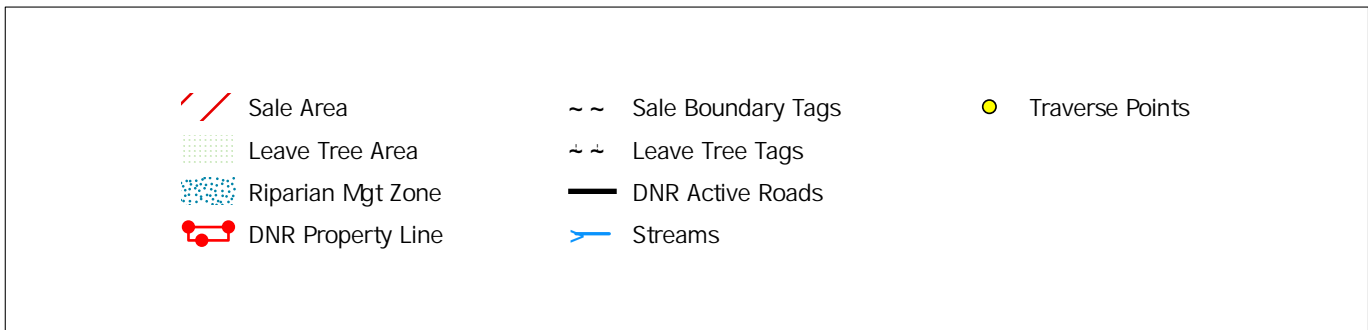
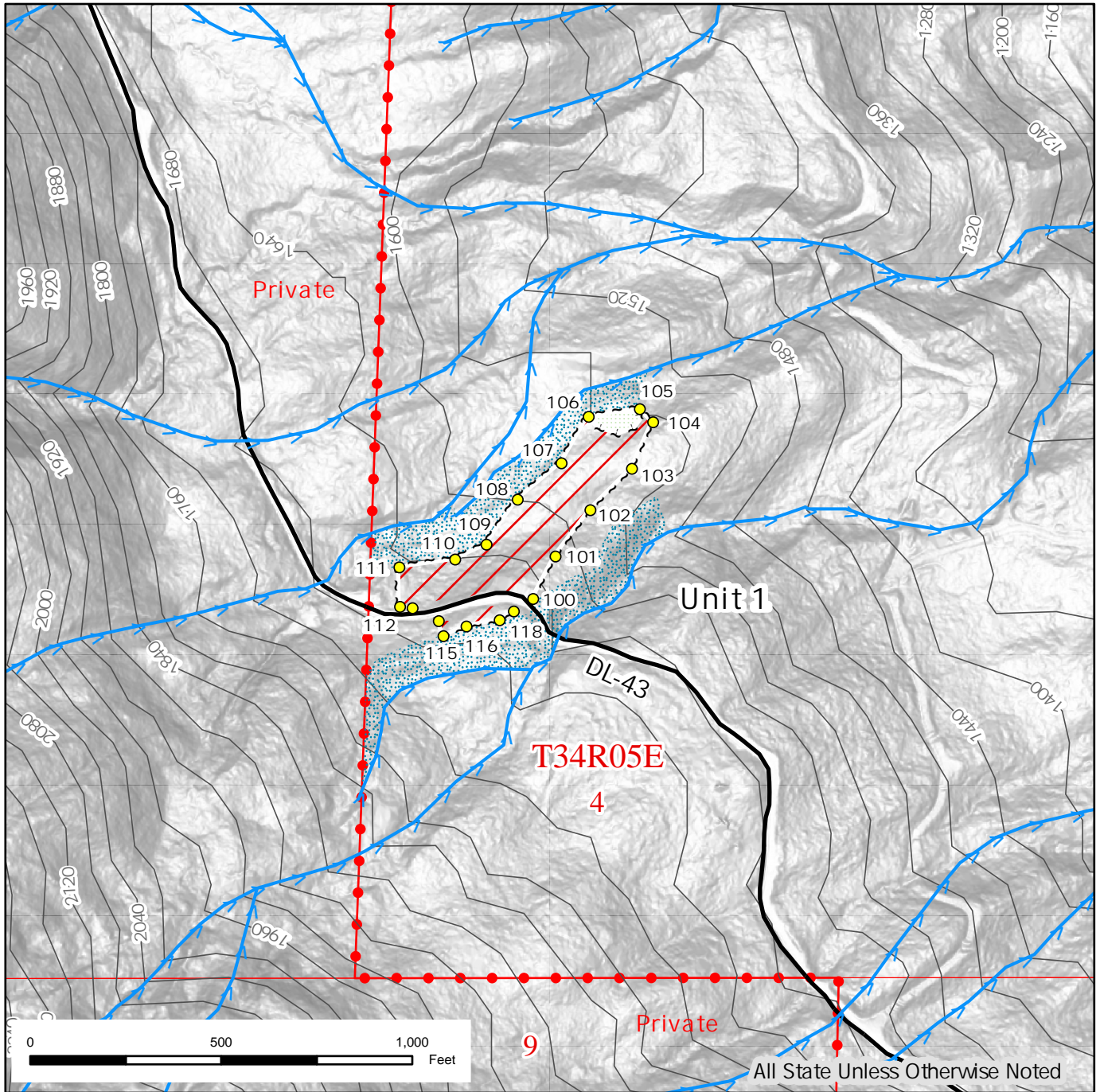
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Prepared By: Curtis Thompson Date: 04/29/2024	Title: NRS2 Forester	CC:
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TRAVERSE MAP

SALE NAME: PEPPER POTTS
 AGREEMENT #: 30-106703
 TOWNSHIP(S): T34R6E, T35R6E
 TRUST(S): State Forest Transfer (1)

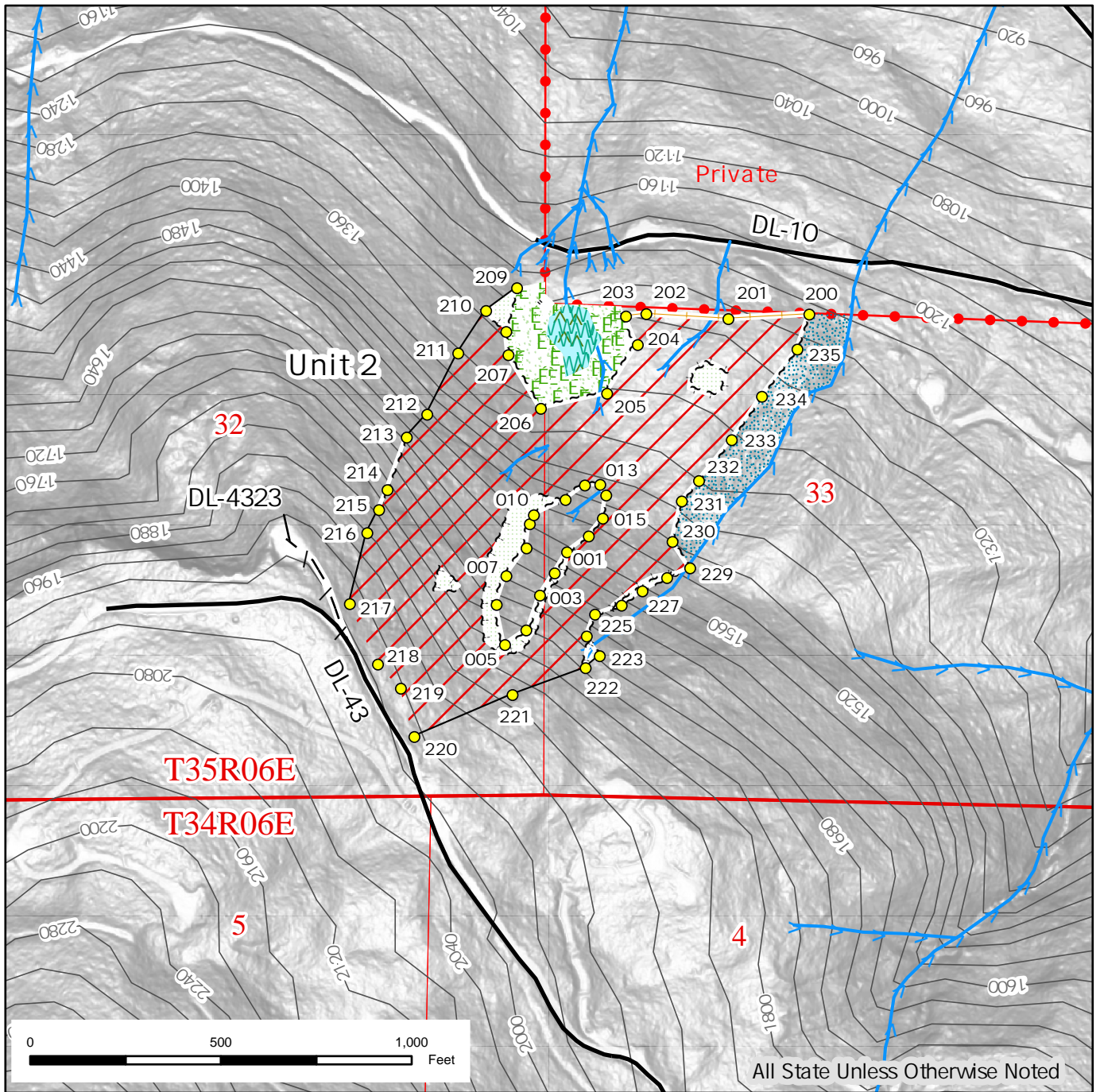
REGION: Northwest Region
 COUNTY(S): Skagit
 ELEVATION RGE: 280-1960



TRAVERSE MAP

SALE NAME: PEPPER POTTS
 AGREEMENT #: 30-106703
 TOWNSHIP(S): T34R6E, T35R6E
 TRUST(S): State Forest Transfer (1)

REGION: Northwest Region
 COUNTY(S): Skagit
 ELEVATION RGE: 280-1960



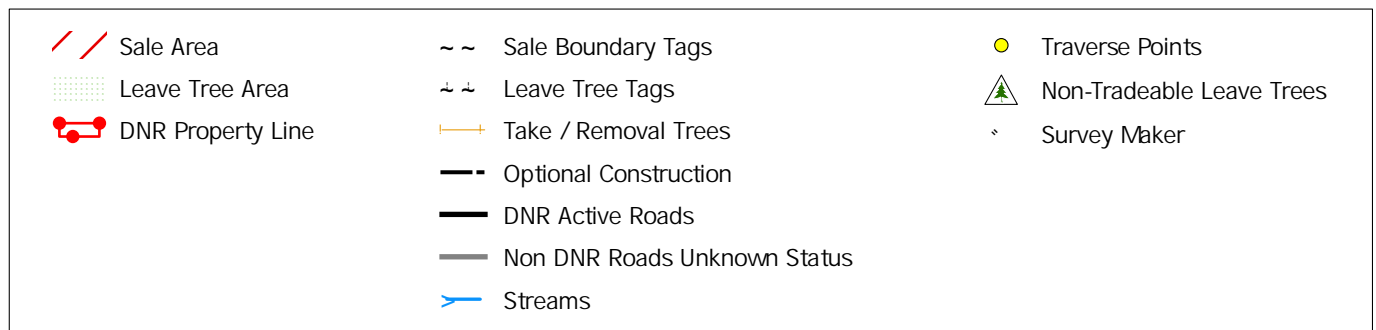
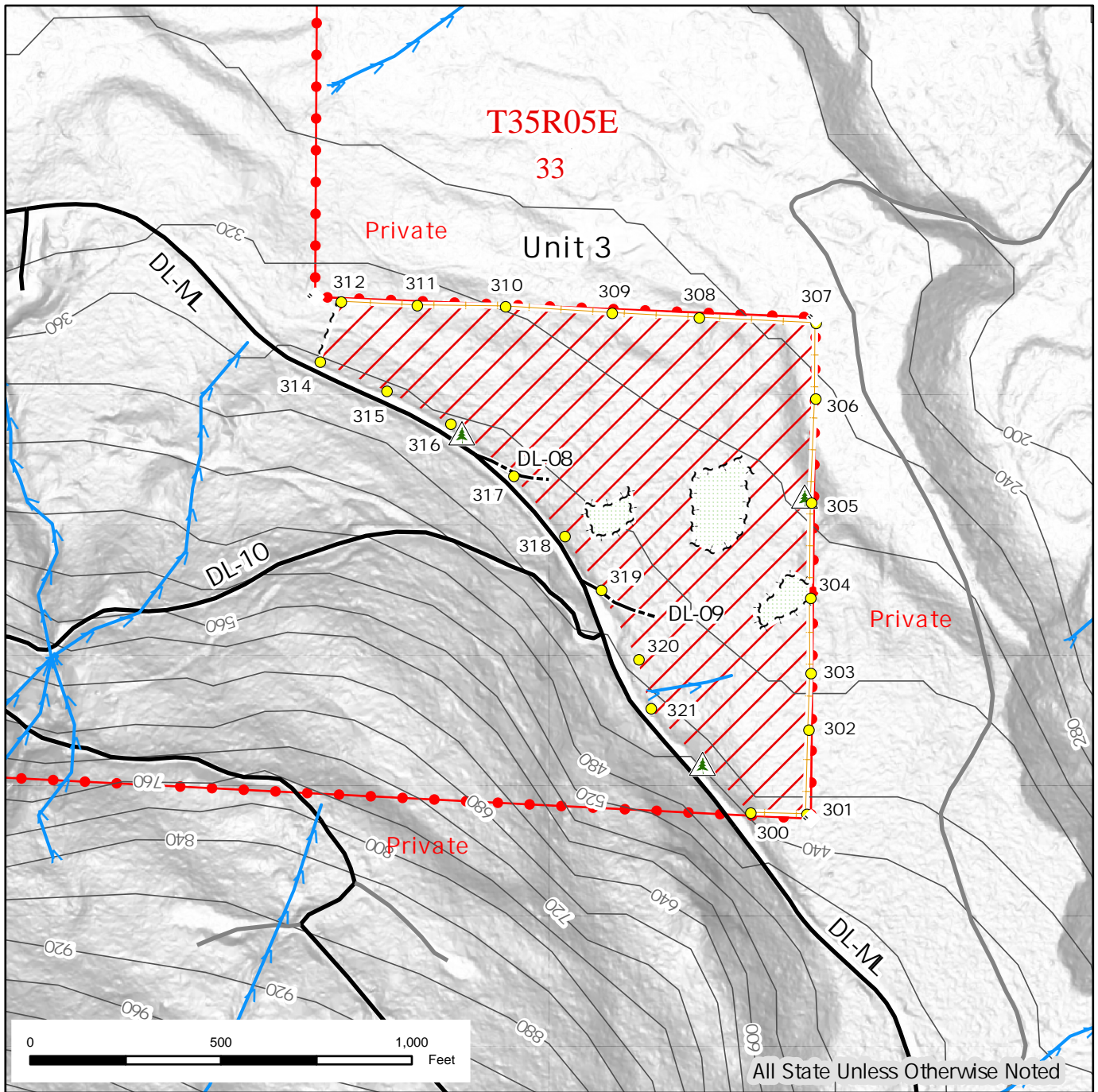
Sale Area	Sale Boundary Tags	Traverse Points
Leave Tree Area	Leave Tree Tags	Survey Maker
Forested Wetland	Timber Type Change	
Wetland Mgt Zone	Take / Removal Trees	
Riparian Mgt Zone	Optional Reconstruction	
DNR Property Line	DNR Active Roads	
	Streams	

3

TRAVERSE MAP

SALE NAME: PEPPER POTTS
 AGREEMENT #: 30-106703
 TOWNSHIP(S): T34R6E, T35R6E
 TRUST(S): State Forest Transfer (1)

REGION: Northwest Region
 COUNTY(S): Skagit
 ELEVATION RGE: 280-1960



3

Timber Sale Cruise Report Pepper Potts - NW

Sale Name: PEPPER POTTS

Sale Type: LUMP SUM

Region: NORTHWEST

District: CLEAR LAKE

Lead Cruiser: Bailey Vos

Other Cruisers: Matt Llobet

Legal - S4,32,33 of T34,35N R06E

General - Pepper Potts Timber Sale is located east of Sedro Woolley, off the Potts Road.

Access - Forest roads provide good drive access to all 3 units.

For this cruise basal area factors were selected based on stocking levels and tree sizes. Unit 1 was sampled using 1/20th acre fix radius plots and Units 2 and 3 were sampled using a 62.5/40.0 BAF combination. Plots were generated in GIS and located in the field using Avenza Maps. Bole height was measured with a Relaskop/laser and taken to a 5" top or break point (40% of diameter at 16 feet). Trees were segmented into common west-side log lengths and defect was observed at each cruise plot. Throughout the sale - 1 plot per .68 acres was installed and a cruise-all sample was applied.

The total net cruise volume for Pepper Potts is 1,262 MBF. The timber type throughout the sale showed a dominant Douglas fir and western hemlock overstory, with a minor component of western red cedar and hardwoods. The majority of the sale volume comes from domestic 2 Saw DF and WH grade. Western red cedar(22%) was scattered throughout all 3 units amounting to 283 MBF. Douglas fir HQ logs(HQB+ 12"+) were cruised throughout the sale, amounting to 148 MBF.

Harvesting conditions throughout Units 1 and 3 is straightforward with productive shovel ground. Unit 2 showed steep cable ground and then transitions into mild topography towards the northern portion of the unit. There are moderate amounts of slash and blowdown on the western harvest edge.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	22.4	9.0		566	35	49	330	127	25	
WH	20.2			348			239	103	7	
RC	22.7			283				260	23	
SS	31.9			22			21	2		
RA	19.3			22			13	3	3	3
BC	27.5			18			17			1
MA	23.0			3			2			1
ALL	19.5	9.0		1,262	35	49	622	495	57	5

Timber Sale Notice Weight (tons)

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	3,650	180	286	2,009	975	200	
WH	2,637			1,677	891	69	
RC	2,171				1,971	200	
RA	182			101	22	28	32
SS	146			118	28		
BC	103			97			6
MA	17			11			5
ALL	8,905	180	286	4,012	3,887	497	43

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 (%)
216.2	6.2	160.4	3.0	34,774	6.8

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
PEPPER POTTS 1	FX: FR plots (20 tree / acre expansion)	2.7	2.8	2	2	0
PEPPER POTTS 2	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	14.3	15.3	21	21	0
PEPPER POTTS 3	B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	19.3	20.4	30	30	0
All		36.3	38.5	53	53	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
BC	LIVE	2 SAW	Domestic	15.8	34	489	477	2.5	97.1	17.3
BC	LIVE	CULL	Cull	22.3	14	82	0	100.0	0.0	0.0
BC	LIVE	UTILITY	Pulp	9.1	24	16	16	0.0	6.0	0.6
DF	LIVE	2 SAW	Domestic	15.5	40	7,242	7,220	0.3	1,584.9	262.1
DF	LIVE	2 SAW	HQ-A	13.2	40	633	633	0.0	157.4	23.0
DF	LIVE	2 SAW	HQ-B	16.6	40	1,129	1,129	0.0	237.9	41.0

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Pole	12.7	40	115	115	0.0	28.5	4.2
DF	LIVE	3 PEELER	HQ-A	25.8	38	952	952	0.0	179.9	34.6
DF	LIVE	3 SAW	Domestic	8.6	36	3,291	3,284	0.2	918.5	119.2
DF	LIVE	3 SAW	Pole	10.0	32	217	217	0.0	56.7	7.9
DF	LIVE	4 SAW	Domestic	5.8	26	696	688	1.2	200.0	25.0
DF	LIVE	CULL	Cull	16.3	6	35	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	20.3	40	1,381	1,357	1.7	285.9	49.3
MA	LIVE	2 SAW	Domestic	17.4	20	57	49	13.4	11.1	1.8
MA	LIVE	UTILITY	Pulp	11.2	20	20	20	0.0	5.4	0.7
RA	LIVE	2 SAW	Domestic	15.0	29	391	357	8.7	101.0	13.0
RA	LIVE	3 SAW	Domestic	11.5	40	81	81	0.0	21.6	2.9
RA	LIVE	4 SAW	Domestic	8.0	31	76	76	0.0	27.8	2.8
RA	LIVE	UTILITY	Pulp	6.5	30	96	96	0.0	31.9	3.5
RC	LIVE	3 SAW	Domestic	11.9	37	6,897	6,821	1.1	1,860.5	247.6
RC	LIVE	3 SAW	Pole	10.0	49	342	342	0.0	110.5	12.4
RC	LIVE	4 SAW	Domestic	5.9	29	650	631	3.0	199.6	22.9
RC	LIVE	CULL	Cull	19.1	18	237	0	100.0	0.0	0.0
SS	LIVE	2 SAW	Domestic	19.8	36	586	569	2.9	117.7	20.7
SS	LIVE	3 SAW	Domestic	8.7	36	58	48	16.6	27.9	1.7
SS	LIVE	CULL	Cull	25.2	14	125	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	15.7	39	6,692	6,584	1.6	1,676.6	239.0
WH	LIVE	3 SAW	Domestic	8.7	37	2,831	2,831	0.0	891.1	102.8
WH	LIVE	4 SAW	Domestic	7.0	21	186	181	2.9	69.2	6.6
WH	LIVE	CULL	Cull	12.3	24	88	0	100.0	0.0	0.0

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	5+	LIVE	Pulp	9.1	24	16	0.0	6.0	0.6
BC	5+	LIVE	Domestic	15.8	34	477	2.5	97.1	17.3
BC	5+	LIVE	Cull	22.3	14	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	6.2	29	1,356	0.8	399.7	49.2
DF	5 - 7	LIVE	Pole	7.9	32	41	0.0	12.4	1.5
DF	8 - 11	LIVE	Domestic	9.4	35	2,615	0.2	718.8	94.9
DF	8 - 11	LIVE	Pole	11.1	33	176	0.0	44.4	6.4
DF	12 - 15	LIVE	Pole	12.7	40	115	0.0	28.5	4.2
DF	12 - 15	LIVE	HQ-A	12.9	40	497	0.0	135.4	18.0
DF	12 - 15	LIVE	Domestic	13.3	39	2,379	0.0	594.3	86.4

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 15	LIVE	HQ-B	14.4	40	513	0.0	121.5	18.6
DF	16 - 19	LIVE	Cull	16.3	6	0	100.0	0.0	0.0
DF	16 - 19	LIVE	HQ-A	17.0	40	169	0.0	36.8	6.1
DF	16 - 19	LIVE	Domestic	17.8	40	2,694	0.8	563.4	97.8
DF	16 - 19	LIVE	HQ-B	18.4	40	160	0.0	37.1	5.8
DF	20+	LIVE	Domestic	22.6	39	2,146	0.0	427.2	77.9
DF	20+	LIVE	HQ-A	22.8	39	2,276	1.0	451.1	82.6
DF	20+	LIVE	HQ-B	23.9	40	455	0.0	79.3	16.5
MA	5+	LIVE	Pulp	11.2	20	20	0.0	5.4	0.7
MA	5+	LIVE	Domestic	17.4	20	49	13.4	11.1	1.8
RA	5+	LIVE	Pulp	6.8	30	96	0.0	31.9	3.5
RA	5+	LIVE	Domestic	11.7	31	514	6.2	150.4	18.7
RC	5+	LIVE	Domestic	9.4	34	7,452	1.3	2,060.1	270.5
RC	5+	LIVE	Pole	10.1	48	342	0.0	110.5	12.4
RC	5+	LIVE	Cull	19.0	18	0	100.0	0.0	0.0
SS	5 - 7	LIVE	Domestic	6.8	40	10	0.0	9.7	0.4
SS	8 - 11	LIVE	Domestic	9.3	35	38	20.1	18.2	1.4
SS	12 - 15	LIVE	Domestic	12.8	32	18	24.8	8.7	0.6
SS	16 - 19	LIVE	Domestic	17.2	40	152	0.0	33.3	5.5
SS	20+	LIVE	Domestic	23.8	35	399	2.8	75.7	14.5
SS	20+	LIVE	Cull	25.2	14	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	6.8	33	926	0.6	315.1	33.6
WH	8 - 11	LIVE	Domestic	10.0	36	2,086	0.0	645.2	75.7
WH	12 - 15	LIVE	Cull	12.3	24	0	100.0	0.0	0.0
WH	12 - 15	LIVE	Domestic	13.4	39	2,341	2.4	678.8	85.0
WH	16 - 19	LIVE	Domestic	17.7	39	2,146	0.9	535.9	77.9
WH	20+	LIVE	Domestic	22.9	39	2,097	1.4	461.9	76.1

Cruise Unit Report PEPPER POTTS 1

Unit Sale Notice Volume (MBF): PEPPER POTTS 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	28.6			64	19	38	7	
WH	27.5			58		53	3	1
RC	19.4			13			12	1
ALL	24.7			134	19	92	22	2

Unit Cruise Design: PEPPER POTTS 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	2.7	2.8	2	2	0

Unit Cruise Summary: PEPPER POTTS 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	2	2	1.0	0
WH	2	2	1.0	0
RC	3	3	1.5	0
ALL	7	7	3.5	0

Unit Cruise Statistics: PEPPER POTTS 1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	89.2	141.4	100.0	265.5	0.1	0.1	23,690	141.4	100.0
WH	82.4	43.2	30.6	259.1	19.0	13.4	21,340	47.2	33.4
RC	61.8	99.9	70.6	75.1	5.5	3.2	4,640	100.0	70.7
ALL	233.4	12.4	8.8	212.9	47.1	17.8	49,670	48.7	19.9

Unit Summary: PEPPER POTTS 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	28.6	123	159	23,990	23,690	1.3	20.0	89.2	16.7	64.0
RC	LIVE	CUT	3	ALL	19.4	57	73	4,640	4,640	0.0	30.1	61.8	14.0	12.5
WH	LIVE	CUT	2	ALL	27.5	112	141	21,580	21,340	1.1	20.0	82.4	15.7	57.6
ALL	LIVE	CUT	7	ALL	24.7	91	117	50,210	49,670	1.1	70.1	233.4	46.4	134.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	7	ALL	24.7	91	117	50,210	49,670	1.1	70.1	233.4	46.4	134.1

Cruise Unit Report PEPPER POTTS 2

Unit Sale Notice Volume (MBF): PEPPER POTTS 2

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	26.4	9.0		280	35	25	193	25	1	
RC	16.4			128				108	20	
WH	16.7			81			41	39	0	
BC	27.5			18			17			1
RA	22.4			15			13		1	2
ALL	19.1	9.0		523	35	25	265	173	23	2

Unit Cruise Design: PEPPER POTTS 2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	14.3	15.3	21	21	0

Unit Cruise Summary: PEPPER POTTS 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	27	27	1.3	1
RC	51	51	2.4	0
WH	12	12	0.6	0
BC	3	3	0.1	0
RA	5	5	0.2	0
ALL	98	98	4.7	1

Unit Cruise Statistics: PEPPER POTTS 2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	80.4	92.5	20.2	243.8	24.0	4.6	19,589	95.5	20.7
RC	97.1	97.1	21.2	92.3	31.0	4.3	8,970	101.9	21.6
WH	35.7	141.9	31.0	158.6	24.4	7.1	5,665	143.9	31.7
BC	8.9	334.7	73.0	140.2	35.9	20.7	1,252	336.6	75.9
RA	9.5	262.4	57.3	112.5	11.5	5.1	1,071	262.7	57.5
ALL	231.7	39.4	8.6	157.8	48.3	4.9	36,548	62.4	9.9

Unit Summary: PEPPER POTTS 2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	3	ALL	27.5	82	98	1,490	1,252	16.0	2.2	8.9	1.7	17.9
DF	LIVE	CUT	27	ALL	26.4	105	135	19,629	19,589	0.2	21.1	80.4	15.6	280.1
RA	LIVE	CUT	5	ALL	22.4	70	90	1,158	1,071	7.5	3.5	9.5	2.0	15.3
RC	LIVE	CUT	51	ALL	16.4	59	85	9,567	8,970	6.2	66.2	97.1	24.0	128.3
WH	LIVE	CUT	12	ALL	16.7	77	103	5,686	5,665	0.4	23.5	35.7	8.7	81.0
ALL	LIVE	CUT	98	ALL	19.1	72	98	37,531	36,548	2.6	116.5	231.7	52.1	522.6
ALL	ALL	ALL	98	ALL	19.1	72	98	37,531	36,548	2.6	116.5	231.7	52.1	522.6

Cruise Unit Report PEPPER POTTS 3

Unit Sale Notice Volume (MBF): PEPPER POTTS 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	15.5			222	5	98	95	24	
WH	19.5			210		144	60	5	
RC	28.6			142			140	2	
SS	31.9			22		21	2		
RA	12.4			7			3	2	2
MA	23.0			3		2			1
ALL	18.7			606	5	265	300	33	2

Unit Cruise Design: PEPPER POTTS 3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (62.5, 40 for some species) Measure All, Sighting Ht = 4.5 ft	19.3	20.4	30	30	0

Unit Cruise Summary: PEPPER POTTS 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	37	37	1.2	0
WH	28	28	0.9	0
RC	40	40	1.3	0
SS	4	4	0.1	0
RA	3	3	0.1	0
MA	1	1	0.0	0
ALL	113	113	3.8	0

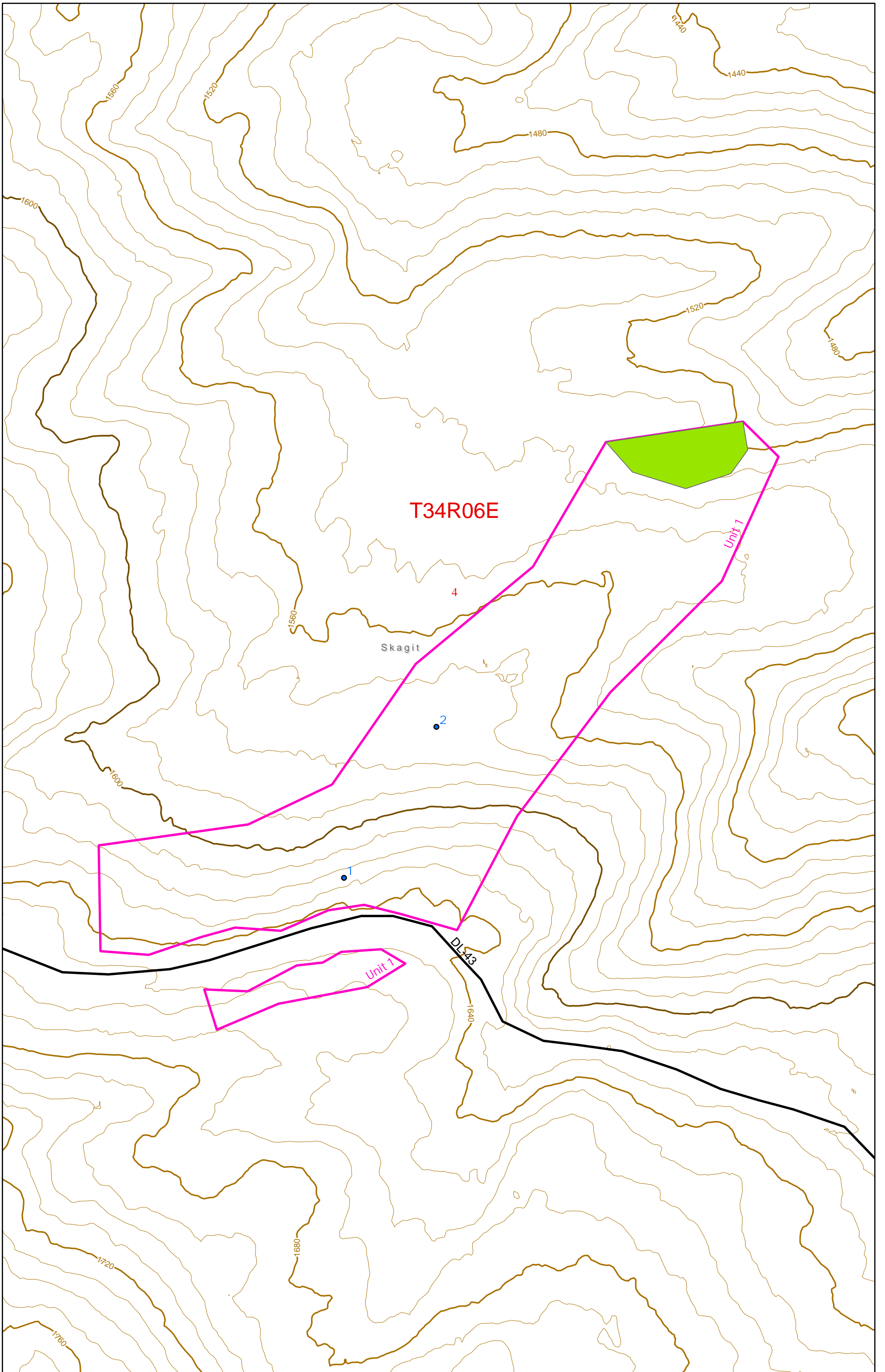
Unit Cruise Statistics: PEPPER POTTS 3

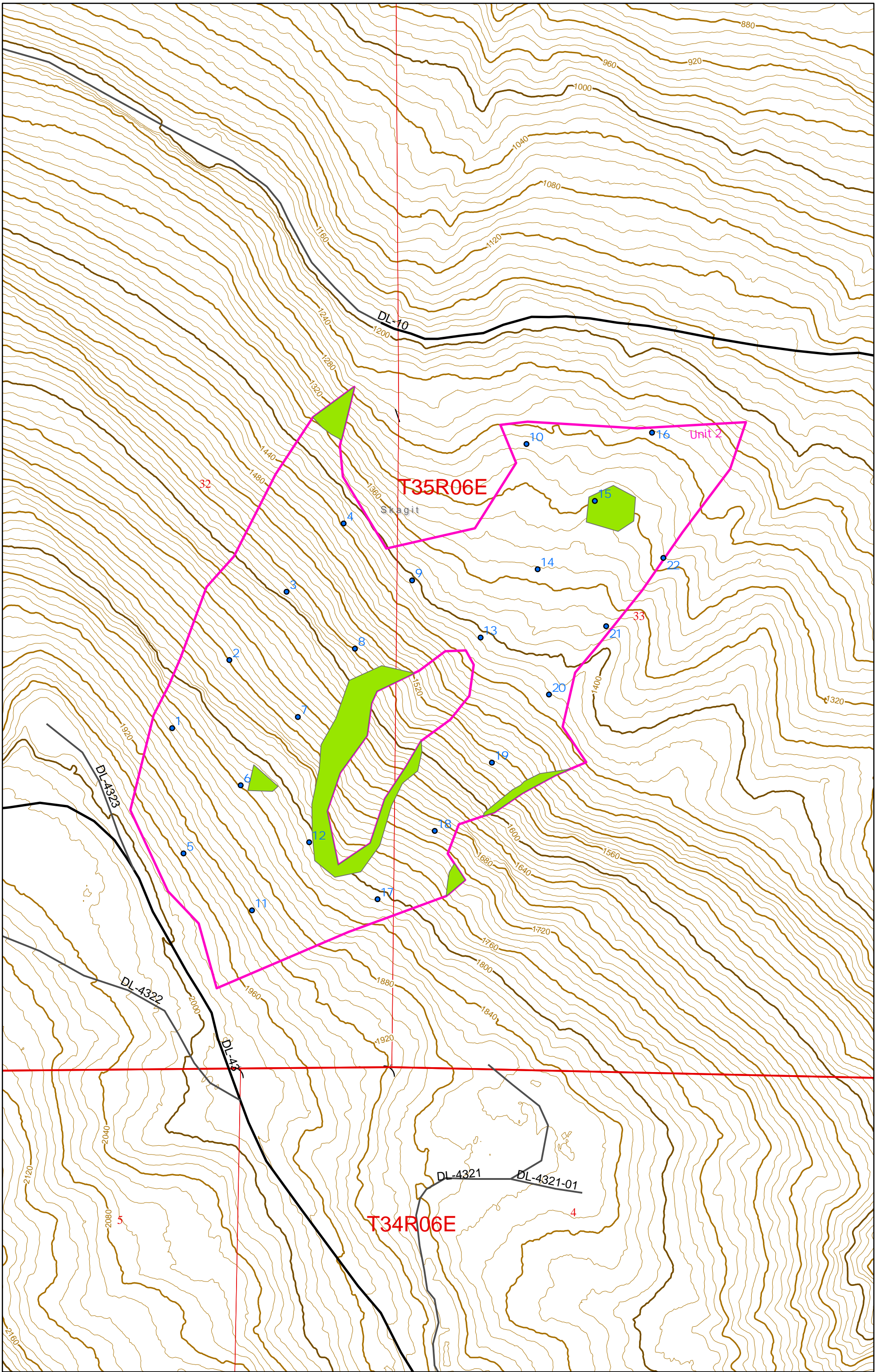
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	77.1	101.4	18.5	149.2	27.5	4.5	11,502	105.1	19.1
WH	58.3	112.3	20.5	186.2	26.1	4.9	10,864	115.3	21.1
RC	53.3	173.2	31.6	138.1	34.5	5.5	7,364	176.6	32.1
SS	8.3	380.6	69.5	139.3	16.5	8.2	1,161	380.9	70.0
RA	4.0	305.1	55.7	88.8	45.9	26.5	355	308.6	61.7

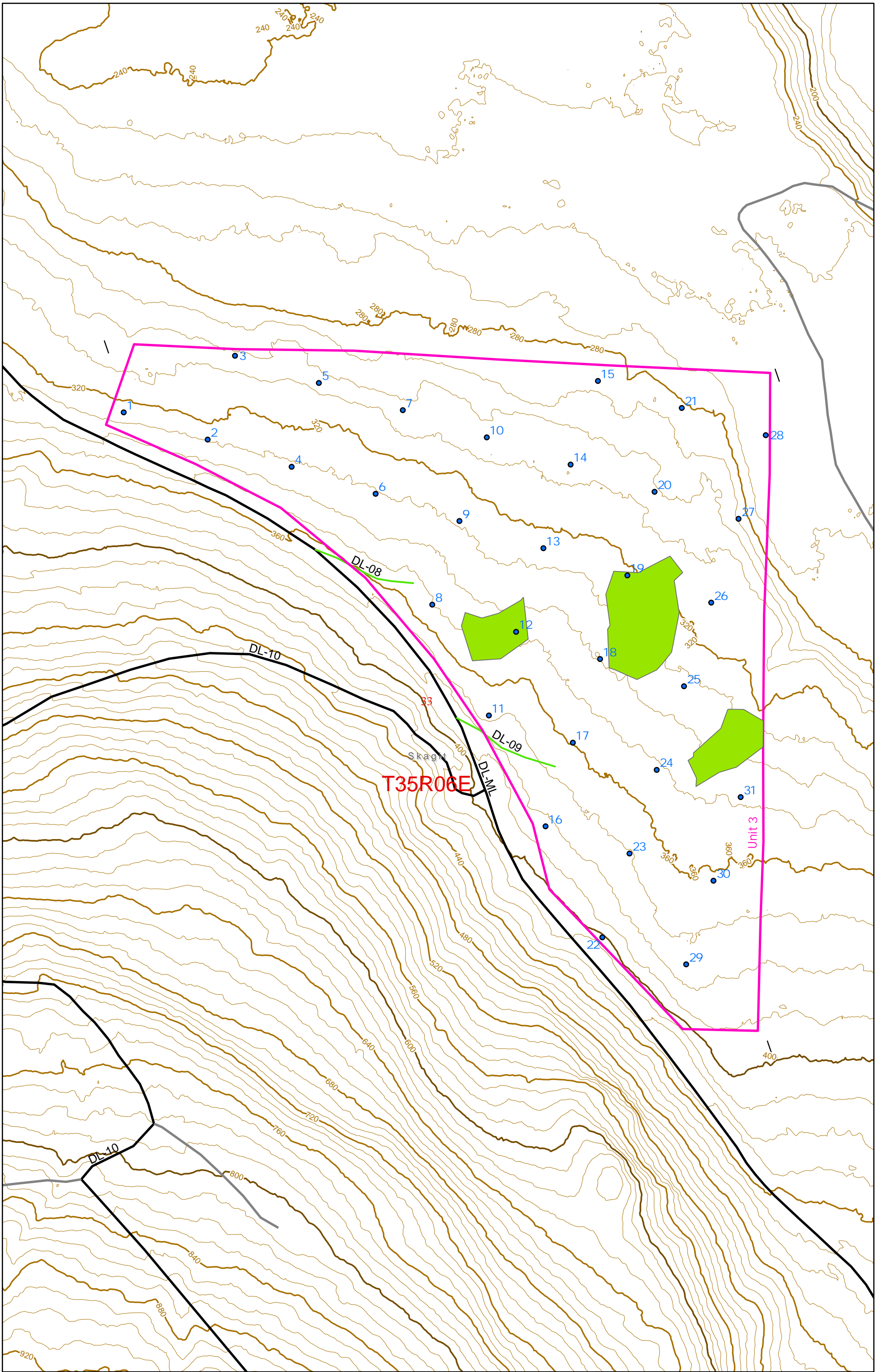
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
MA	1.3	547.7	100.0	98.1	0.0	0.0	131	547.7	100.0
ALL	202.4	54.7	10.0	155.0	31.9	3.0	31,376	63.4	10.4

Unit Summary: PEPPER POTTS 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	37	ALL	15.5	76	100	11,612	11,502	1.0	58.8	77.1	19.6	222.0
MA	LIVE	CUT	1	ALL	23.0	50	60	145	131	9.9	0.5	1.3	0.3	2.5
RA	LIVE	CUT	3	ALL	12.4	52	62	355	355	0.0	4.8	4.0	1.1	6.9
RC	LIVE	CUT	40	ALL	28.6	73	94	7,546	7,364	2.4	12.0	53.3	10.0	142.1
SS	LIVE	CUT	4	ALL	31.9	83	108	1,447	1,161	19.8	1.5	8.3	1.5	22.4
WH	LIVE	CUT	28	ALL	19.5	84	106	11,194	10,864	2.9	28.1	58.3	13.2	209.7
ALL	LIVE	CUT	113	ALL	18.7	76	99	32,299	31,376	2.9	105.7	202.4	45.7	605.6
ALL	ALL	ALL	113	ALL	18.7	76	99	32,299	31,376	2.9	105.7	202.4	45.7	605.6









Forest Practices Application/Notification Notice of Decision

FPA/N No: 2819512

Effective Date: 8/30/2024

Expiration Date: 8/30/2027

Shut Down Zone: 656/658

EARR Tax Credit: Eligible Non-eligible

Reference: Pepper Pots

Decision

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

FPA/N Classification

- Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

- 4 years 5 years

Conditions on Approval/Reasons for Disapproval

Issued By: Jared Coleman

Region: Northwest Region

Title: Resource Protection Forester

Date: 8/30/2024

Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP By: _____

Date: 8/30/2024

Appeal Information

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

You must file your appeal at all three addresses below:

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

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

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

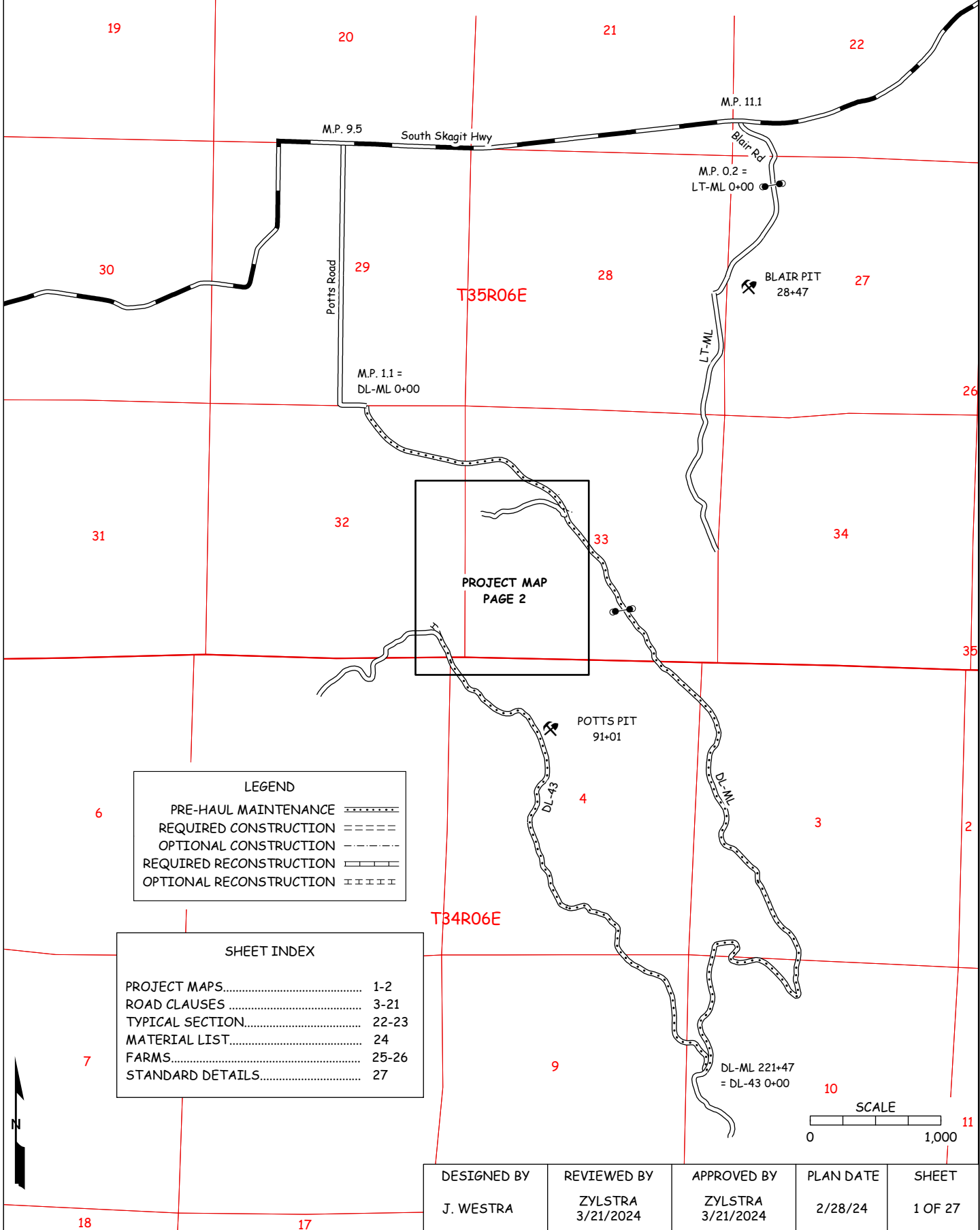
I Choose an item., caused the Notice of Decision for FPA/N No. _____ To be placed in the United States mail at **Sedro-Woolley, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

(Date) Sedro-Woolley, WA
(City & State where signed) _____
(Signature)



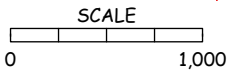
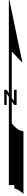
ROAD PLAN AND SPECIFICATIONS

#30-106703 PEPPER POTTS TIMBER SALE



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

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MATERIAL LIST.....	24
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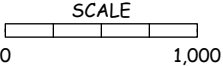
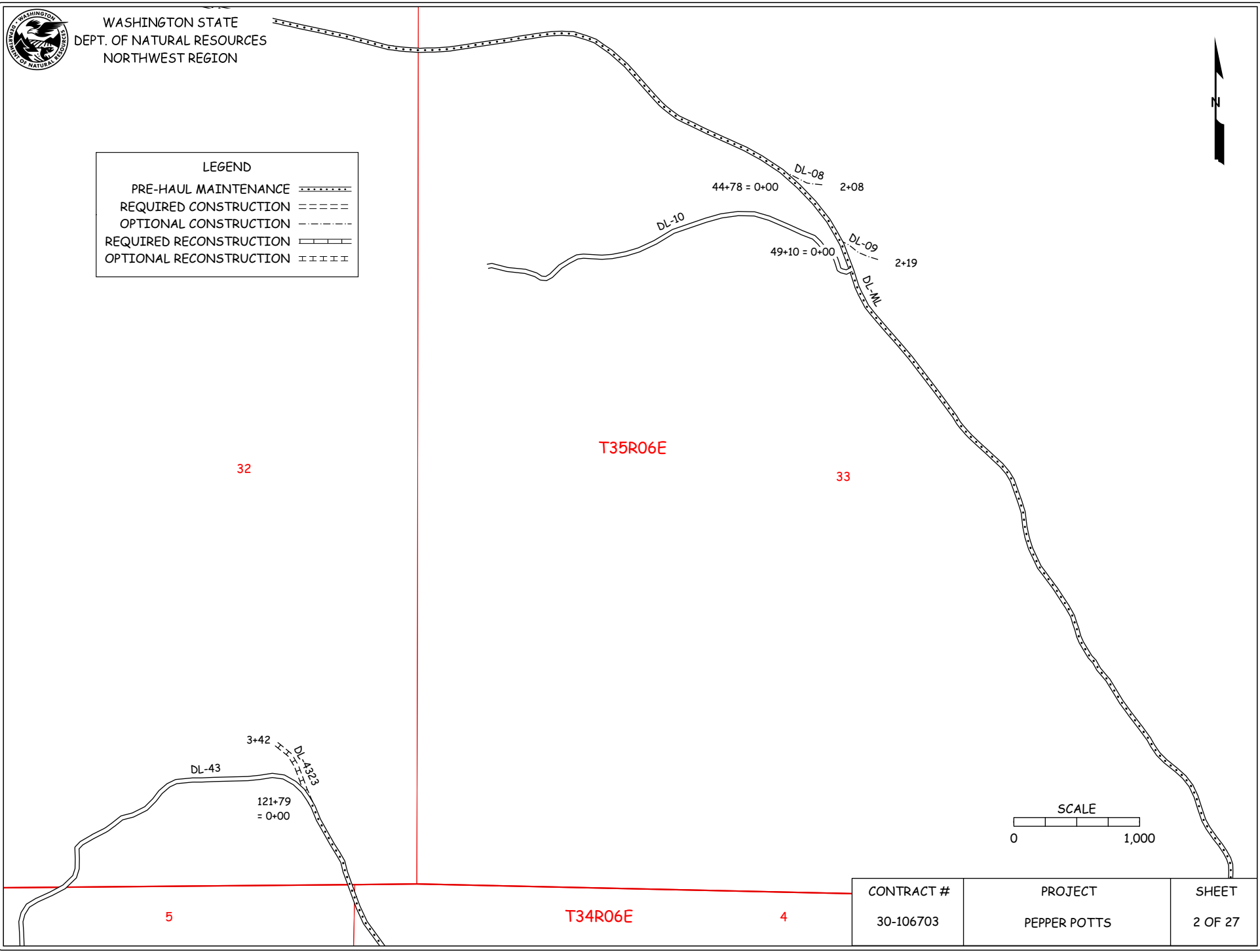
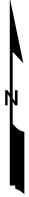


DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
J. WESTRA	ZYLSTRA 3/21/2024	ZYLSTRA 3/21/2024	2/28/24	1 OF 27



WASHINGTON STATE
DEPT. OF NATURAL RESOURCES
NORTHWEST REGION

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



CONTRACT #	PROJECT	SHEET
30-106703	PEPPER POTTS	2 OF 27

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

PEPPER POTTS TIMBER SALE ROAD PLAN
SKAGIT COUNTY
CLEAR LAKE DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-106703

STAFF ENGINEER: J. WESTRA

DATE: FEBRUARY 28, 2024

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
DL-ML	0+00 to 221+47	PREHAUL MAINTENANCE
DL-43	0+00 to 121+79	PREHAUL MAINTENANCE

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
DL-08	0+00 to 2+08	CONSTRUCTION
DL-09	0+00 to 2+19	CONSTRUCTION
DL-4323	0+00 to 3+42	RECONSTRUCTION

0-4 CONSTRUCTION

Construction may include, but is not limited to clearing, grubbing, excavation and embankment to subgrade, landing and turnout construction and application of shotrock ballast and pitrun surfacing.

Where new construction departs from existing roads, Purchaser shall construct roads with fill only. Fill shall be oversized rock and riprap from the Potts Pit with shotrock ballast and pitrun surfacing.

0-5 RECONSTRUCTION

Reconstruction includes, but is not limited to clearing, grubbing, excavation and embankment to subgrade, landing and turnout construction and application of shotrock ballast.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
DL-ML	0+00 to 221+47	Grade
DL-43	0+00 to 121+79	Brush, Grade, Spot Patch

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 will involve clearing and sorting pitrun in-bank rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Orange flagging and/or stakes for road centerline

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 3 business days before work begins.

1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction and compaction
- Drainage installation
- Rock application and compaction

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
*DL-43	*LOG HAUL	*November 1 to March 31
ALL ROADS	ALL OTHER ACTIVITIES	November 1 to March 31

*Not waivable by Contract Administrator

1-26 OPERATING DURING CLOSURE PERIOD

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

Purchaser’s maintenance plan must include a total volume of rock that will be provided at the Purchaser’s expense in addition to what is specified in this road plan. This rock shall be available before permission is granted to operate during the closure period and will be used as necessary along the haul route. The Contract Administrator may direct the Purchaser where to apply this maintenance rock.

Rock from stockpiles may not be used for out of season maintenance.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

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. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the maintenance roads, Purchaser shall use a grader to shape the existing surface before timber haul.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the DL-43 road, Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

3-5 CLEARING

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

3-8 PROHIBITED DECKING AREAS

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

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

3-10 GRUBBING

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

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

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

SECTION 4 – EXCAVATION

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (on side slopes 56-70%)	¾:1	150
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 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

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

4-11 KEYED EMBANKMENT

On the following roads, Purchaser shall key embankments into the native slope.

<u>Road</u>	<u>Stations</u>
DL-08	0+00 to 0+50
DL-09	0+00 to 0+50

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be end hauled to the location specified in Clauses 4-36 through 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 55% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites identified by the Contract administrator.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
BLAIR PIT	28+47 of the LT-ML	Pitrun gravel surfacing
POTTS PIT	91+01 of the DL-43	Shotrock, Riprap, Oversize

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following existing stockpiles on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
POTTS PIT	91+01 of the DL-43	Shotrock, Riprap, Oversize

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense.

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER

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

<u>Source</u>	<u>Rock Type</u>
BLAIR PIT	Pitrun gravel surfacing
POTTS PIT	Shotrock, Riprap, Oversize

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

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.
- Rock source reclamation plan describing how the area will be left in a condition that will ensure public safety and minimize environmental impacts.

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications:

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

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

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

6-23 ROCK GRADATION TYPES

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

6-41 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 8 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

6-42 SHOTROCK BALLAST

No more than 10 percent of the rock by visual inspection may exceed 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Shot ballast rock may not contain more than 5 percent by weight of organic debris, dirt, and trash.

6-50 LIGHT LOOSE RIP RAP

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

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

6-51 HEAVY LOOSE RIP RAP

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

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 3-inch layer of straw to all exposed soils at culvert installations. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

8-15 REVEGETATION

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

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed and fertilizer.

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

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

8-19 ASSURANCE FOR SEEDED AREA

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

8-25 GRASS SEED

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

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

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

8-27 FERTILIZER

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

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

SECTION 9 – POST-HAUL ROAD WORK

9-3 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 and as specified below.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
DL-08	0+00 to 2+08
DL-09	0+00 to 2+19
DL-4323	0+00 to 3+42

9-22 ABANDONMENT

- Remove all ditch relief culverts. The resulting slopes must be 1:1 or flatter. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes must be 1.5:1 or flatter. Strive to match the existing native stream bank gradient. The natural streambed width must be re-established. Place and compact the removed fill material in a location that will not erode into any Type 1 through 5 waters or wetlands.
- Transport all removed culverts off site. All removed culverts are the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Type 1 through 5 waters or wetlands. Place and compact removed material in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

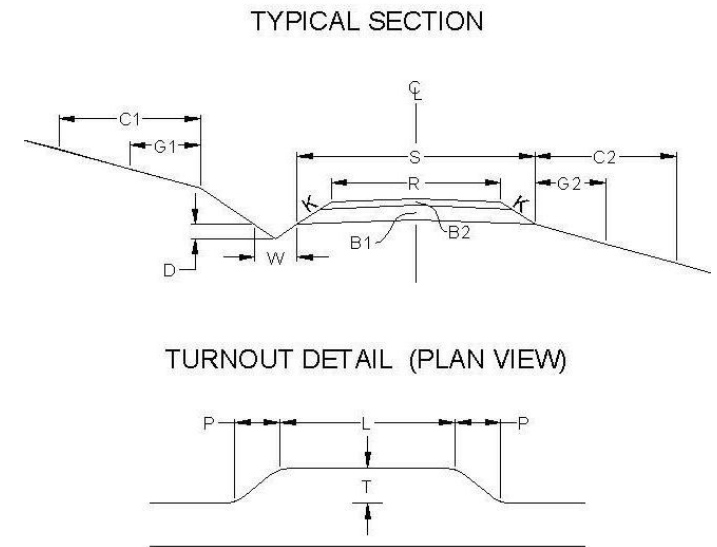
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used.

10-24 GAUGE AND CORRUGATION

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

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

ROAD #		DL-ML	DL-08	DL-09
REQUIRED / OPTIONAL		REQUIRED	OPTIONAL	OPTIONAL
CONSTRUCT / RECONSTRUCT		PREHAUL	CONSTRUCT	CONSTRUCT
TOLERANCE CLASS (A/B/C)		C	C	C
STATION / MP TO		0+00	0+00	0+00
STATION / MP		221+47	2+08	2+19
ROAD WIDTH	R	12	12	12
CROWN (INCHES @ C/L)		3	3	3
DITCH WIDTH	W	--	2	2
DITCH DEPTH	D	--	1	1
TURNOUT LENGTH	L	--	--	--
TURNOUT WIDTH	T	--	--	--
TURNOUT TAPER	P	--	--	--
GRUBBING	G1	--	5	5
	G2	--	5	5
CLEARING	C1	--	10	10
	C2	--	10	10
ROCK FILLSLOPE	K:1	--	1 ½ : 1	1 ½ : 1
❖ BALLAST DEPTH	B1	--	12	12
CUBIC YARDS / STATION		--	72	72
➤ TOTAL CY BALLAST		--	150 ^A	160 ^A
❖ SURFACING DEPTH	B2	--	6	6
CUBIC YARDS / STATION		--	34	34
➤ TOTAL CY SURFACING		--	70 ^B	75 ^B
➤ TOTAL CUBIC YARDS		--	220	235
SUBGRADE WIDTH	S	--	16.5	16.5
BRUSHCUT (Y/N)		N	N	N
BLADE, SHAPE, & DITCH (Y/N)		Y	N	N



SYMBOL NOTES

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

Rock Totals Summary

Type	Quantity (Cubic Yards)
A: Shotrock	425
B: Pitrun	295
Rip Rap / Oversize	240

ROAD #		DL-43	DL-4323					
REQUIRED / OPTIONAL		REQUIRED	OPTIONAL					
CONSTRUCT / RECONSTRUCT		PREHAUL	RECONSTRUCT					
TOLERANCE CLASS (A/B/C)		C	C					
STATION / MP TO		0+00	0+00					
STATION / MP		121+79	3+42					
ROAD WIDTH	R	12	12					
CROWN (INCHES @ C/L)		3	3					
DITCH WIDTH	W	--	2					
DITCH DEPTH	D	--	1					
TURNOUT LENGTH	L	--	--					
TURNOUT WIDTH	T	--	--					
TURNOUT TAPER	P	--	--					
GRUBBING	G1	--	5					
	G2	--	5					
CLEARING	C1	--	10					
	C2	--	10					
ROCK FILLSLOPE	K:1	--	1 ½ : 1					
❖ BALLAST DEPTH	B1	--	6					
CUBIC YARDS / STATION		--	34					
➤ TOTAL CY BALLAST		--	115 ^A					
❖ SURFACING DEPTH	B2	--	--					
CUBIC YARDS / STATION		--	--					
➤ TOTAL CY SURFACING		--	--					
➤ TOTAL CUBIC YARDS		150 ^B	115					
SUBGRADE WIDTH	S	--	13					
BRUSHCUT (Y/N)		Y	N					
BLADE, SHAPE, & DITCH (Y/N)		Y	N					

MATERIALS LIST

LOCATION		CULVERT			DWNST		RIPRAP			FILL TYPE	TOLERANCE	REMARKS	
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE				Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:
DL-08	0+00 – 0+50											Approx. 100 yards riprap/oversize for junction with DL-ML	
DL-09	0+00 – 0+50											Approx. 140 yards riprap/oversize for junction with DL-ML	
DL-43	32+43											Spot Patch 20 Yds	
DL-43	45+91											Spot Patch 10 Yds	
DL-43	49+02											Spot Patch 10 Yds	
DL-43	52+53											Spot Patch 10 Yds	
DL-43	56+69											Spot Patch 10 Yds	
DL-43	60+73											Spot Patch 20 Yds	
DL-43	66+39											Spot Patch 10 Yds	
DL-43	67+63											Spot Patch 10 Yds	
DL-43	70+09											Spot Patch 20 Yds	
DL-43	73+69											Spot Patch 10 Yds	
DL-43	78+11											Spot Patch 10 Yds	
DL-43	102+78											Spot Patch 10 Yds	

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

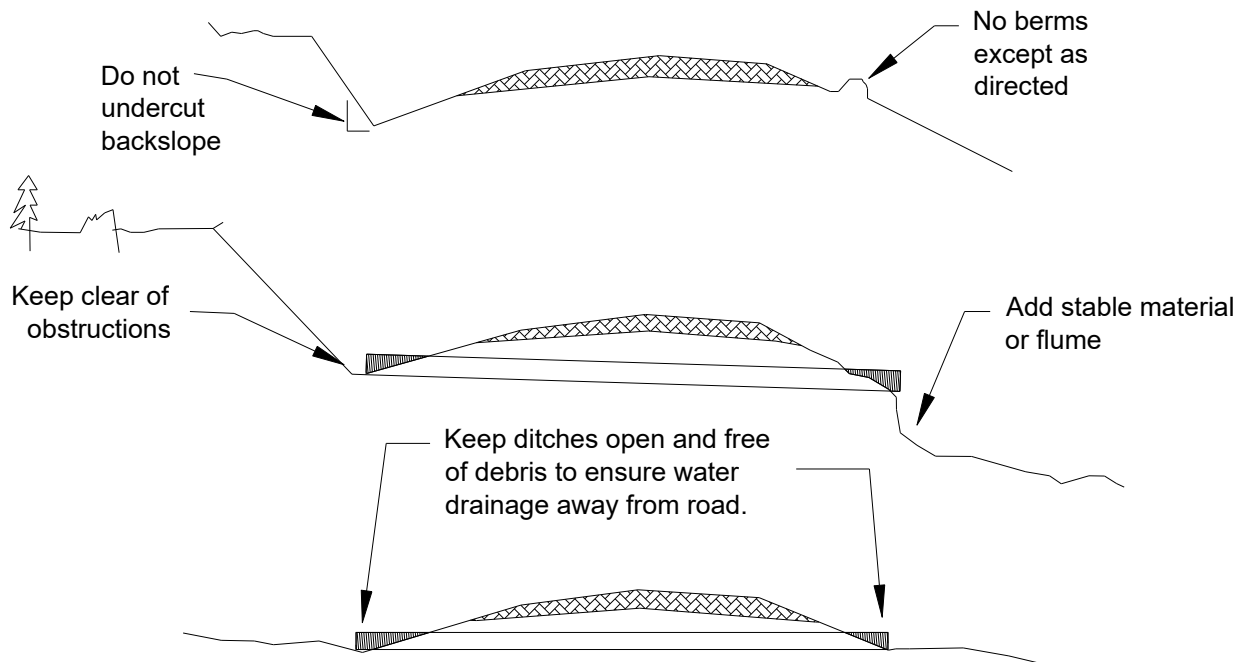
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

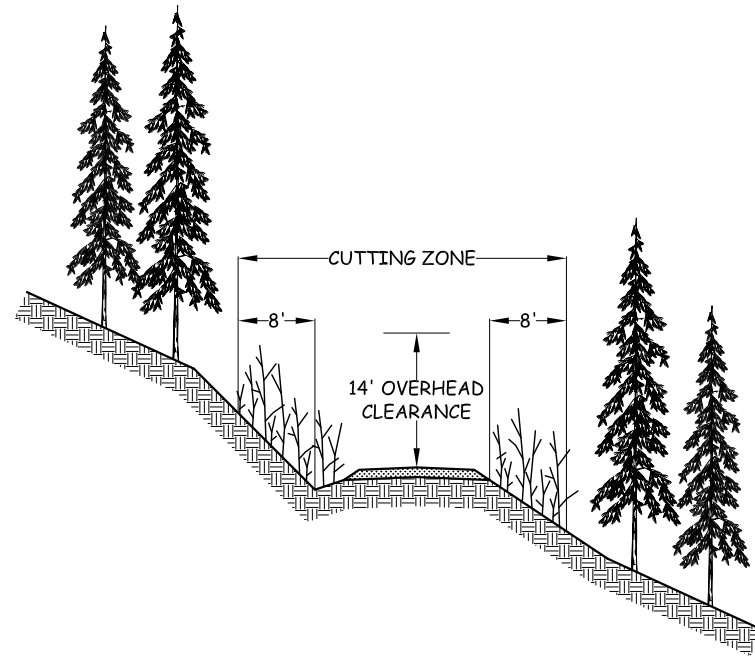
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



ROAD BRUSHING DETAILS



SPECIFICATIONS

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

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

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

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

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

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

DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

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

CONTRACT # 30-106703	PROJECT PEPPER POTTS	SHEET 27 OF 27
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SUMMARY - Road Development Costs

REGION: NW

DISTRICT: Clear Lake

SALE/PROJECT NAME: Pepper Potts

CONTRACT #: 30-106703

ROAD NUMBERS:	DL-08, DL-09	DL-4323	DL-ML, DL-43
ROAD STANDARD:	Construction	Reconstruction	Pre-Haul Maintenance
NUMBER OF STATIONS:	4.27	3.42	343.26
CLEARING & GRUBBING:	\$1,766	\$472	\$0
EXCAVATION & FILL:	\$12,733	\$1,700	\$0
MISC. MAINTENANCE:	\$0	\$0	\$8,678
ROAD ROCK:	\$10,410	\$825	\$0
ROCK STOCKPILE PROD:	\$0	\$0	\$0
CULVERTS & FABRIC:	\$0	\$0	\$0
STRUCTURES:	\$0	\$0	\$0
MOBILIZATION:	\$1,704	\$1,704	\$1,126
TOTAL COSTS:	\$26,614	\$4,700	\$9,804
COST PER STATION:	\$6,233	\$1,374	\$29
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$501	

TOTAL (All Roads) =	\$41,619
ESTIMATED PRECRUISE SALE VOLUME MBF =	2500
ESTIMATED TOTAL \$/MBF =	\$16.65

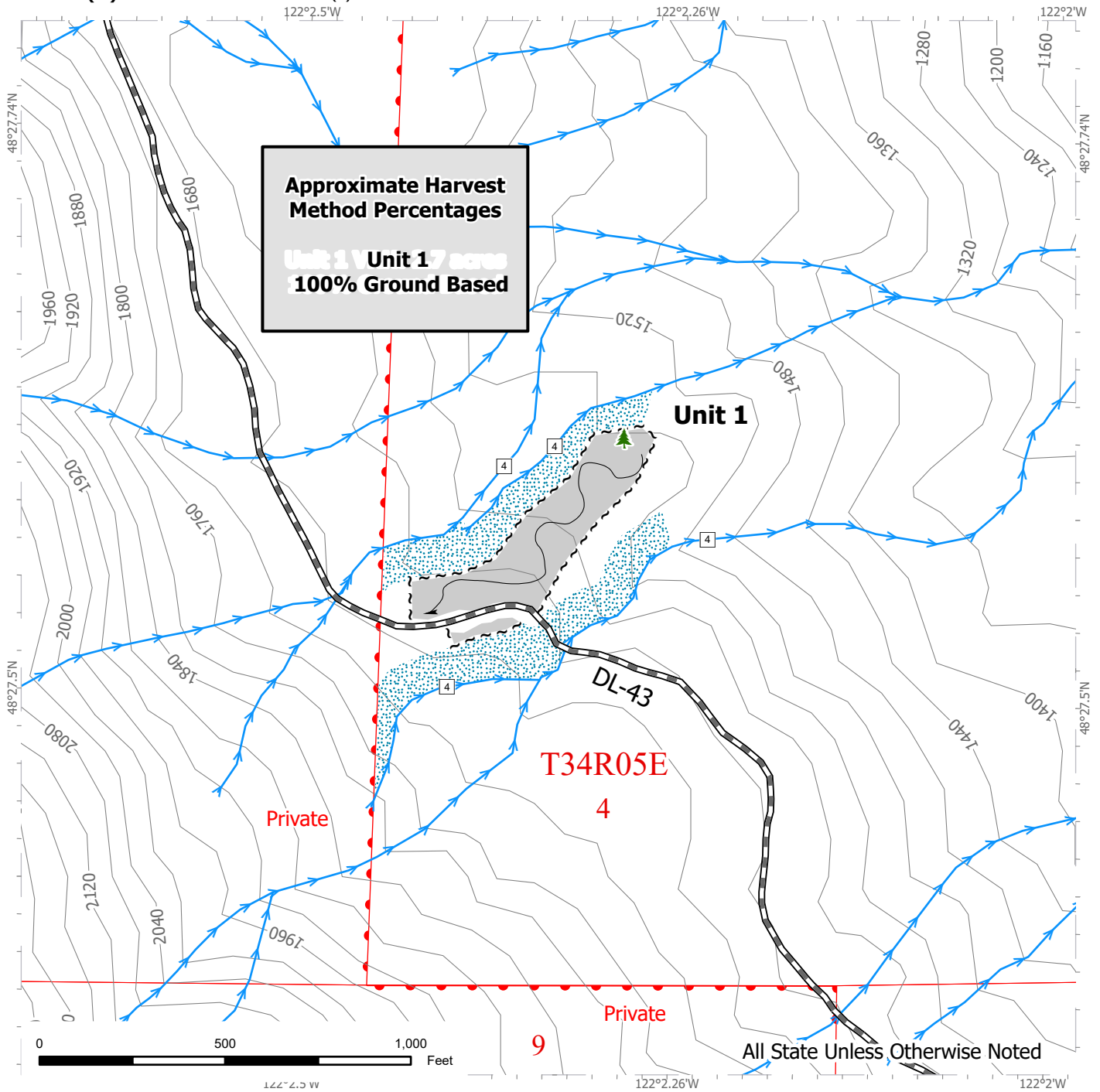
Compiled by: J. Westra

Date: 2/28/2024

LOGGING PLAN MAP

SALE NAME: PEPPER POTTS
AGREEMENT #: 30-106703
TOWNSHIP(S): T34R6E, T35R6E
TRUST(S): State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 280-1960



Approximate Harvest Method Percentages
Unit 1 Unit 1 7 acres
100% Ground Based

All State Unless Otherwise Noted

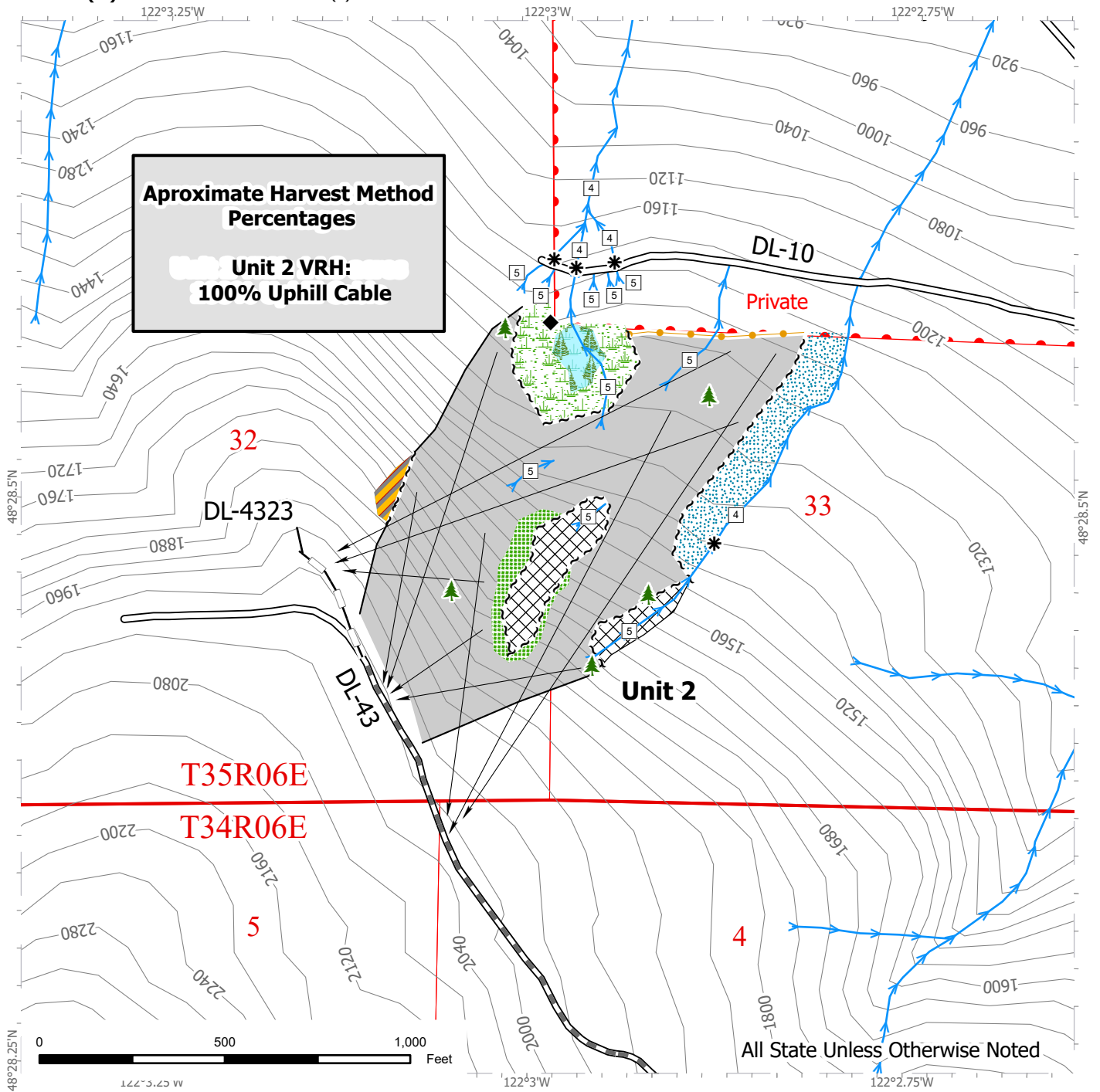
Harvest Unit	Sale Boundary Tags	Streams
Riparian Mgt Zone	Required Pre-Haul Maintenance	Stream Type
	Ground Based Harvest	Stream Break
		Leave Tree Area <1/4-acre



LOGGING PLAN MAP

SALE NAME: PEPPER POTTS
AGREEMENT #: 30-106703
TOWNSHIP(S): T34R6E, T35R6E
TRUST(S): State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 280-1960



Aproximate Harvest Method Percentages
Unit 2 VRH:
100% Uphill Cable

All State Unless Otherwise Noted

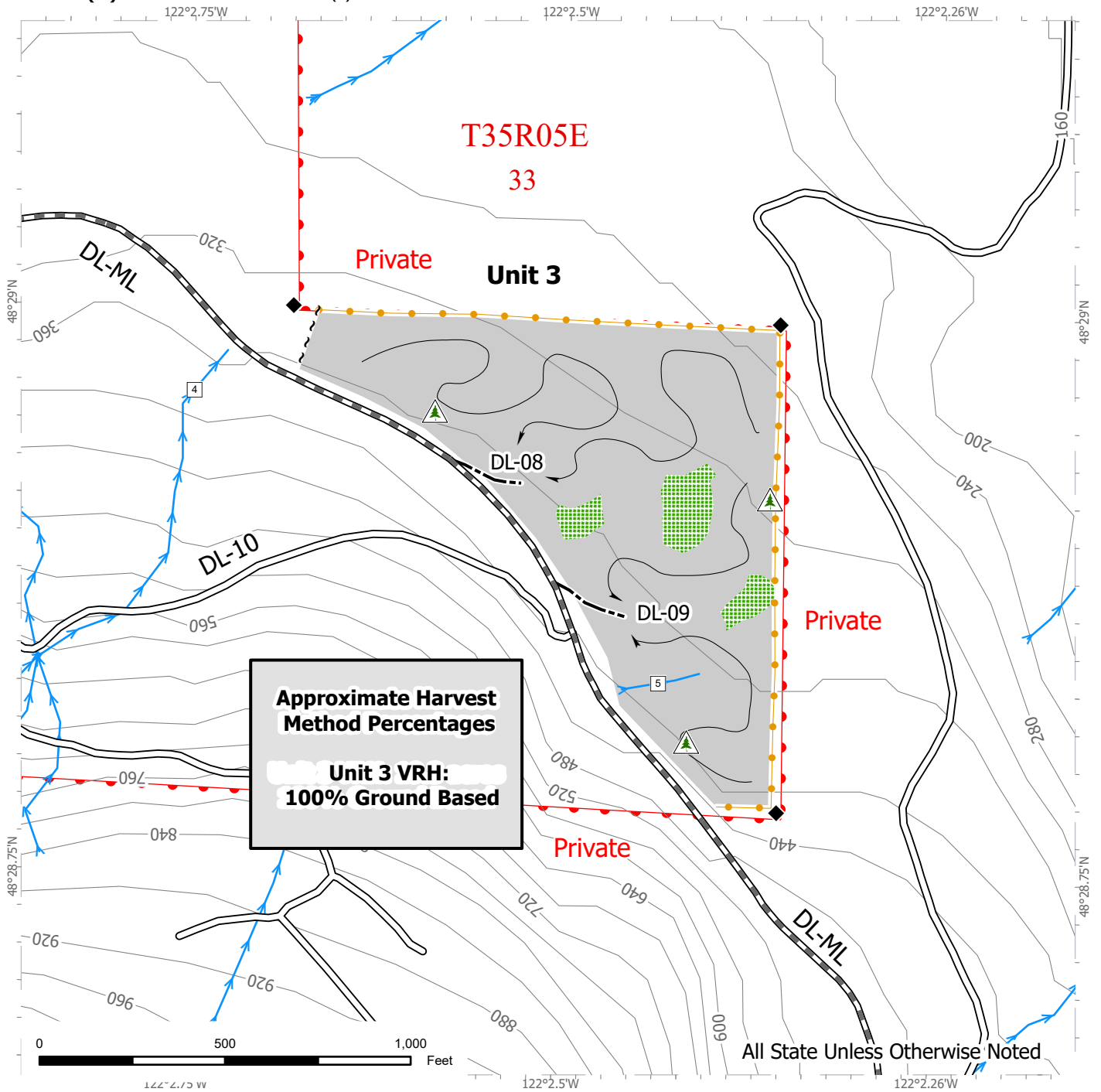
Harvest Unit	Sale Boundary Tags	Streams
Leave Tree Area (LTA)	Timber Type Change	Stream Type
Forested Wetland	Take / Removal Trees	Stream Break
Wetland Mgt Zone	Existing Roads	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Required Pre-Haul Maintenance	Survey Monument
No Entry Zone (H-141 C)	Optional Reconstruction	
Adjacent TS LTA (H-141 B)	Cable Harvest	



LOGGING PLAN MAP

SALE NAME: PEPPER POTTS
AGREEMENT #: 30-106703
TOWNSHIP(S): T34R6E, T35R6E
TRUST(S): State Forest Transfer (1)

REGION: Northwest Region
COUNTY(S): Skagit
ELEVATION RGE: 280-1960



Approximate Harvest Method Percentages
Unit 3 VRH:
100% Ground Based

All State Unless Otherwise Noted

Harvest Unit	Sale Boundary Tags	Streams
Leave Tree Area (LTA)	Take / Removal Trees	Stream Type
Existing Roads	Required Pre-Haul Maintenance	Stream Break
Optional Construction	Ground Based Harvest	Non-Tradeable Leave Trees
		Survey Monument



NC 00195

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JERRY McINTURFF
SKAGIT COUNTY AUDITOR

5270
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

94 NOV -3 P1:41

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

NOV 3 1994

RECORDED OK FILED

REQUEST OF

Dave Chamberlain 9411030058 EASEMENT
Campbell Group

Amount Paid \$ 11018
Skagit Co. Treasurer
By *PK* Deputy

327C Blackburn
Hillman

THIS AGREEMENT, made and entered into this FIRST day of NOVEMBER, 19 94,
by and between JOHN HANCOCK LIFE INSURANCE COMPANY, herein called "John Hancock," and
STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called
"State," WITNESSETH:

A. John Hancock for and in consideration of Seventy Nine Thousand Six Hundred Twenty Four and no/100 Dollars (\$79,624) and the grant hereinafter made by State, hereby grants, conveys, and warrants to State, its successors and assigns, a permanent easement upon, over, and along rights of way fifty (50) feet in width, over and across *do not own* → N½ NE¼, Section 32, N½ SW¼, W½ W½ W½ NW¼ NW¼, S½ SE¼, NW¼ SE¼, Section 33, Township 35 North, Range 6 East and Government Lots 4, 5 and 12, NE¼ SW¼, Section 3, Government Lots 1, 2, 5, 7, 8, and 11, E½ SW¼, Section 4, NW¼ NE¼, SE¼ NE¼, Section 9, N½ NW¼, SW¼ NW¼, Section 10, Township 34 North, Range 6 East, W.M., in Skagit County, Washington, being twenty five (25) feet on each side of the centerlines of roads located approximately as shown in green on the attached "Exhibit A."

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

B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to John Hancock, its successors and assigns, a permanent easement upon, over, and along rights of way fifty (50) feet in width over and across W½ SW¼, Section 3, NE¼ NE¼, Section 9, Township 34 North, Range 6 East, W.M., in Skagit County, Washington, being twenty five (25) feet on each side of the centerlines of a road located approximately as shown in red on the attached "Exhibit A."

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

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities.
2. Provided, however, thirty (30) days prior to any reconstruction, and/or betterment of said roads by either party on lands of the other party, the initiating party will submit to the land owning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.
3. Each party hereto may grant to third parties, upon such terms as it chooses, on its own lands, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

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BK 1387 PG 0113

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

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
 - (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
 - (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

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

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

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

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

9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes, to:
 - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

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BK 1387 PG 0114

(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or

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

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

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

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

By [Signature] Title p65
DK

Attest [Signature] Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

[Signature]
R. BRUCE MACKEY, Manager
Resource Planning and Asset Management Division

Affix Seal of Commissioner
of Public Lands

Easement No. 55-002573
App. No. 50-054156

02/nghlawa/55002573.000

850020115

BK 1387 PG 0115

STATE OF

County of

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On this 1st day of November, 19 94, personally appeared before me Daniel P. Christensen to me known to be the Manager, Forestry Operations of 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 Daniel P. Christensen authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

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

Mary R. Steede
Notary Public in and for the State of Massachusetts, residing at Boston
MARY R. STEEDE, Notary Public
My appointment expires _____ MY COMMISSION EXPIRES FEBRUARY 13, 1998

STATE OF WASHINGTON

COUNTY OF THURSTON

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On this 19th day of October, 1994, personally appeared before me R. BRUCE MACKY to me known to be the Resource Planning and Asset Management Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



Steven R. Carlson
Notary Public in and for the State of Washington, residing at Olympia
My appointment expires 9/30/95

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BK 1387 PG 0116

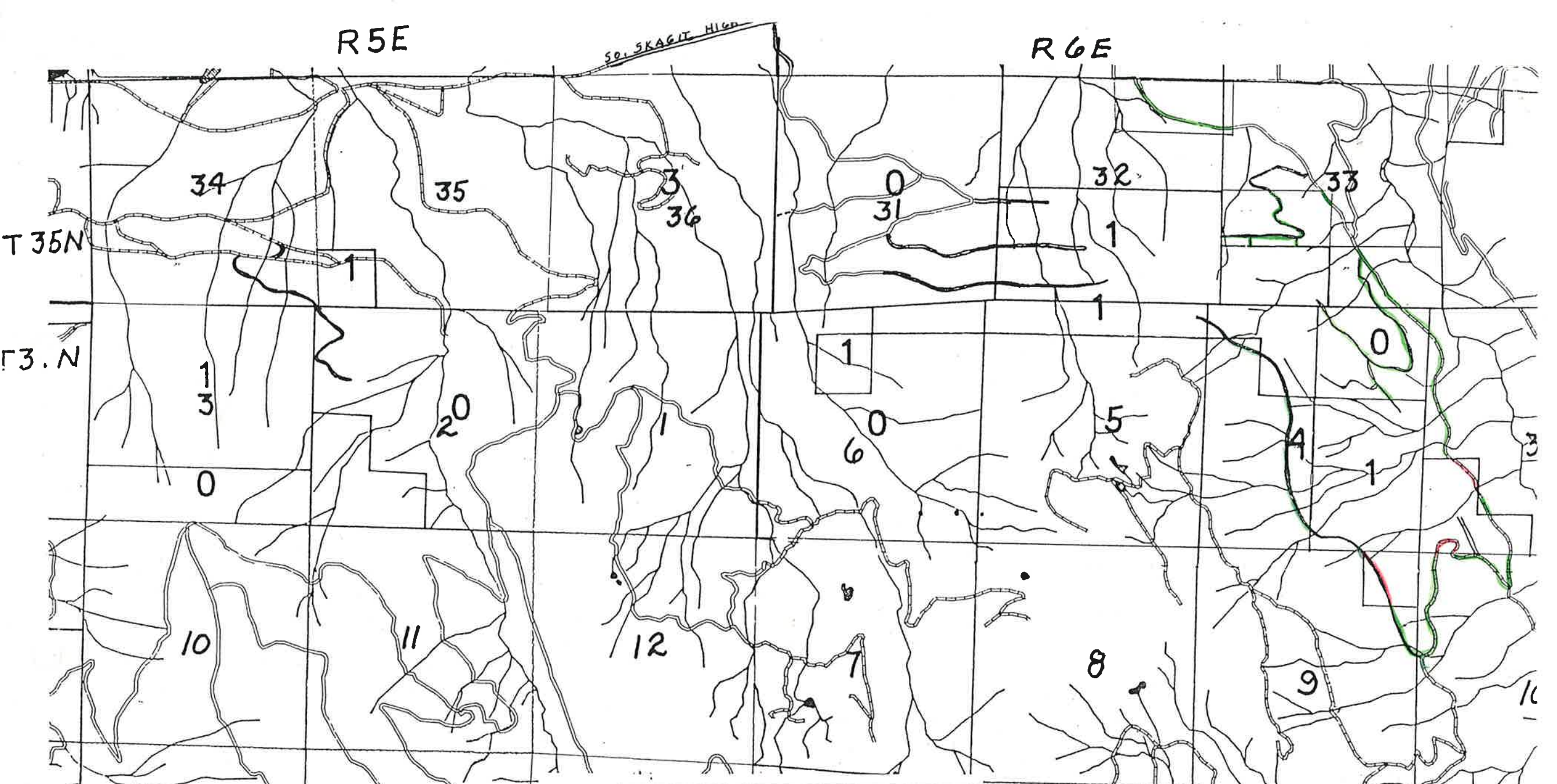


EXHIBIT A

R/W WIDTH 60FT.

STATE TO HANCOCK
HANCOCK TO STATE

55-002573

11/10/85 11:26 33603363895 CAMPBELL GROUP TCG PORTLAND 008/008

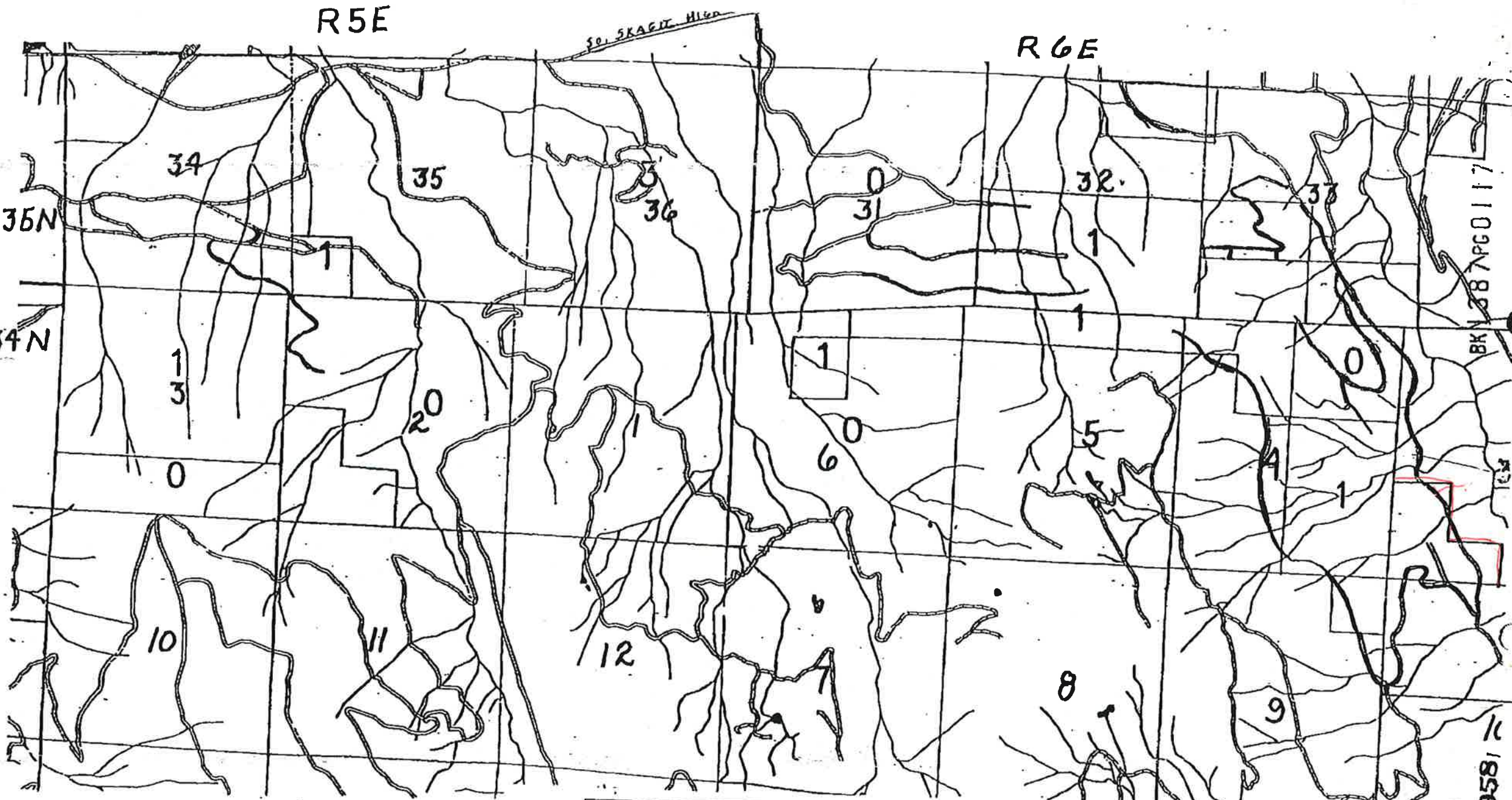


EXHIBIT A

R/W WIDTH 60FT.

STATE TO HANCOCK —
HANCOCK TO STATE ==

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