

Washington DNR Timber Sales Program

The documents for the Sylvan Pearl timber sale have been changed as follows:

Documents amended:

Brief Description	DATE	Initials
Timber Notice of Sale Notification of current legal appeal.	12/10/2024	DB
Timber Sale Contract Clause G-060 - Added notification of current legal appeal.	12/10/2024	DB
Document added – Notice of Legal Appeal letter	12/10/2024	DB
Removed from clause G-450 reference to 91-009037	12/10/2024	DB



DEPARTMENT OF NATURAL RESOURCES

PRODUCT SALES & LEASING DIVISION

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P.O. BOX 47014
OLYMPIA, WA 98504-7014

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

To: Prospective Purchasers of Sylvan Pearl Timber Sale
From: Michael Kearney, Product Sale & Leasing, Division Manager
Subject: Notice of Legal Appeal
Date: December 9, 2024

This letter is to ensure you are aware that the **Legacy Forest Defense Coalition** filed a legal appeal on the **Sylvan Pearl Timber Sale (Agreement No. 30-103620)** and associated environmental review. Language about the lawsuit has been added to the Notice of Sale.

The appeal requests:

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

The lawsuit was filed with **King County Superior Court** as **Case No. 24-2-28126-6**.

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

Notice of the appeal will be shared again verbally prior to auction of the sale on **December 17, 2024**.

Please be aware:

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

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



TIMBER NOTICE OF SALE

SALE NAME: SYLVAN PEARL

AGREEMENT NO: 30-103620

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

SALE LOCATION: Sale located approximately 16 miles east of Cumberland, WA

PRODUCTS SOLD AND SALE AREA:

All timber, except trees marked with blue paint or bounded out by yellow leave tree area tags, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white timber sale boundary tags, timber type change marked with pink flagging and the 5470 Road in Unit #1; white timber sale boundary tags, and the 5470 Road in Units #2, #3, and #4; white timber sale boundary tags, the 5470, and 5470-5 roads in Unit #5; white timber sale boundary tags, timber type change marked with pink flagging, and the 5470 Alt., 5476, Shoofly, and 5477 roads in Unit #6; white timber sale boundary tags and the 5476 Road in Unit #7;

All timber bounded by orange right of way tags, except that title to timber within the right of way tags is not conveyed to the Purchaser unless the road segment is actually constructed in right of way Unit #8;

All forest products above located on part(s) of Sections 19, 20, 29 and 30 all in Township 21 North, Range 9 East, Sections 25 and 36 all in Township 21 North, Range 8 East, W.M., containing 164 acres, more or less.

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

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, Silver fir, Noble fir, Redcedar, Red alder, Maple, Cottonwood, and Sale Total.

MINIMUM BID: \$1,789,000.00 BID METHOD: Sealed Bids

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

EXPIRATION DATE: October 31, 2027 ALLOCATION: Export Restricted

BID DEPOSIT: \$178,900.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.



TIMBER NOTICE OF SALE

HARVEST METHOD: Harvest activities are estimated to be 27 percent uphill cable and 73 percent ground based harvest. Cable and ground based equipment, with cable-tethered equipment limited to sustained slopes of 75 percent or less, self-leveling equipment limited to sustained slopes of 65 percent or less, and all other ground based equipment limited to sustained slopes of 45 percent or less. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.

ROADS: 44.64 stations of optional construction. 664.95 stations of required prehaul maintenance. 51.30 stations of optional prehaul maintenance. 33.58 stations of abandonment, if constructed. Purchaser maintenance on all roads used.

Rock for this proposal can be obtained from the State owned Load N Go Pit and the Fir Sure Pit at no cost to the Purchaser or any commercial rock source at the Purchaser's expense. Rock source development is to be completed per Section 6 of the Road Plan and according to the Rock Source Development Plan if rock is obtained from the Load N Go Pit or the Fir Sure Pit.

Purchaser shall stockpile 3,000 cubic yards of 2 inch minus at the Load N Go Pit, as shown on the Load N Go Pit Development Plan, which is included in the Road Plan.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage for Units #1, #2, #3, #4, #7 and #8 were determined by traversing boundaries by GPS. Acreage for Units #5 and #6 were determined by traversing boundaries by GPS and by multiplying length times width for road deductions. GPS data files are available at DNR's website for timber sale packets. See cruise narrative for cruise method.

FEES: \$106,267.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the Sylvan Pearl Timber Sale Agreement No. 30-103620 to King County Superior Court, case No. 24-2-28126-6. Please consult an attorney before bidding on this sale if you have questions about the risk of impacts to operability under the contract. To ensure this information reaches prospective bidders, we will allow a 2-minute opportunity to remove any submitted bids for Sylvan Pearl Timber Sale before opening the envelopes.

The sale area is typically inaccessible from late November to early May due to snow conditions. Contact Nick Chicano for current conditions at 360-509-1079.

This sale contains high quality Douglas-fir sawlogs and Douglas-fir poles. See cruise.

To access this timber sale you must go through the City of Tacoma's gate on the Headworks Road. All entrants must check in and out with the gate attendant at the Headworks Gate, provide their company name, show a copy of the timber sale prospectus, show valid driver's license and proof of vehicle insurance. The use of a CB is required while on the watershed mainline. A CB will be available for checkout at the gate house. A copy of the MOU between the State and City of Tacoma referenced in clause G-400 is available upon request from the South Puget Sound Region office.

Cut all vine maple within the harvest unit(s), leaving a stump no more than 12 inches in height.

On the 5500 Road speeds are limited to 35 mph from stations 0+00 to 627+00.



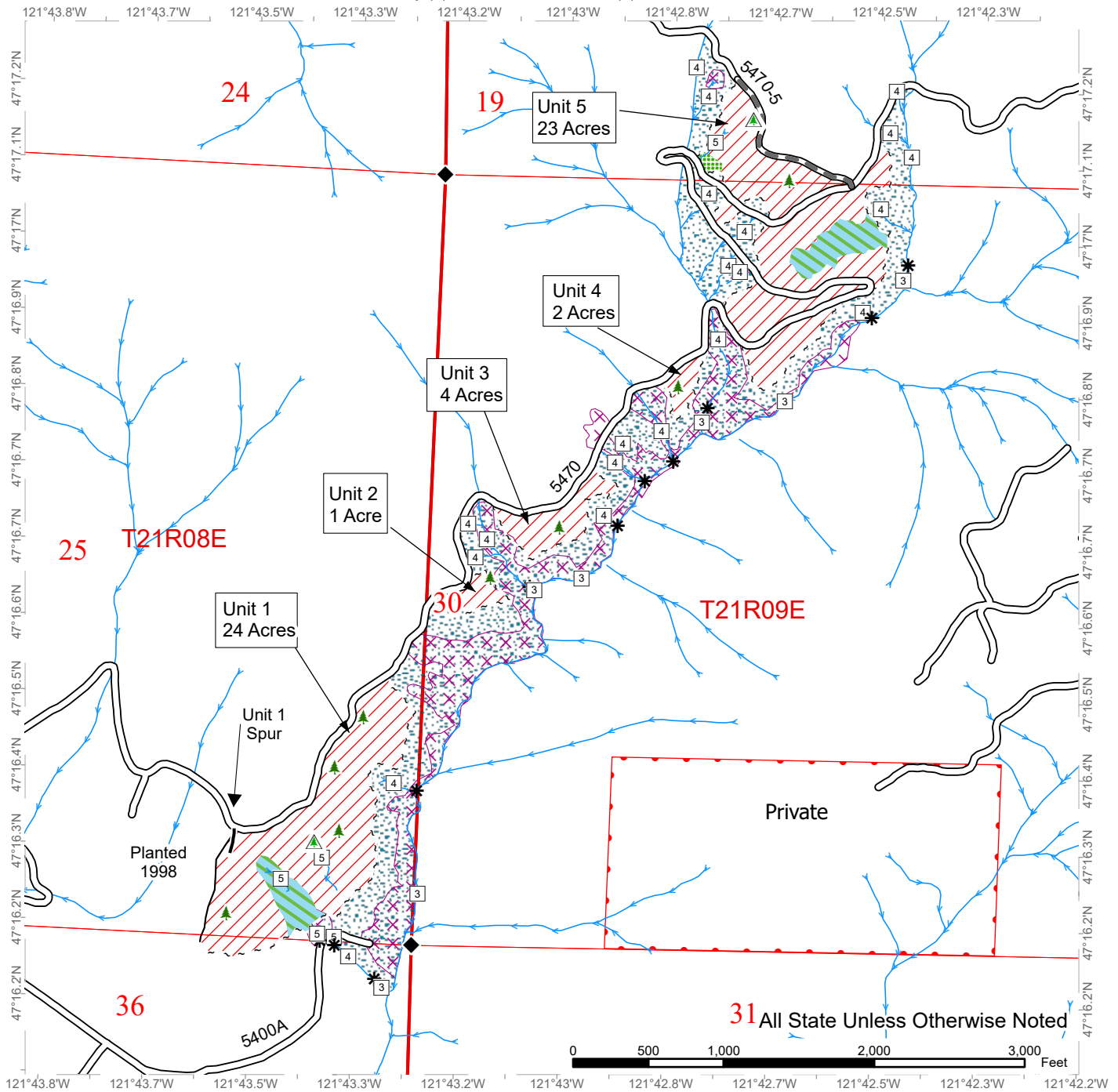
TIMBER NOTICE OF SALE

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

TIMBER SALE MAP

SALE NAME: SYLVAN PEARL
AGREEMENT #: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280

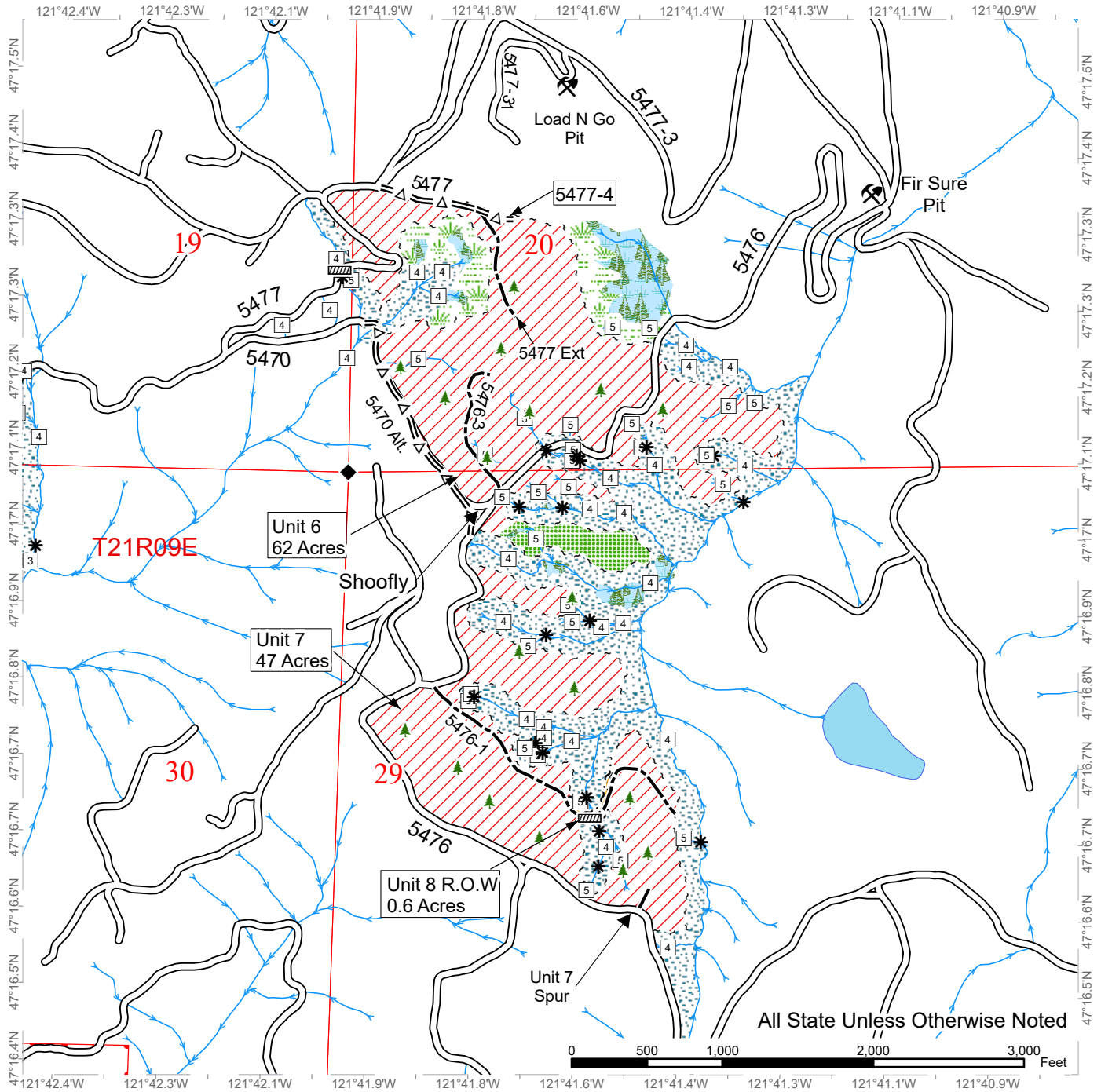


Sale Area	Riparian Mgt Zone	Streams
Sale Boundary Tags	Existing Roads	Stream Type
Timber Type Change	Required Pre-Haul Maintenance	Stream Type Break
Tailhold Restriction Area	Optional Construction	Survey Monument
Non-Tradeable Leave Tree Area	Leave Tree Area <1/4-acre	Property Line
Leave Tree Area	Non-Tradeable Leave Trees	

TIMBER SALE MAP

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REGION: South Puget Sound Region
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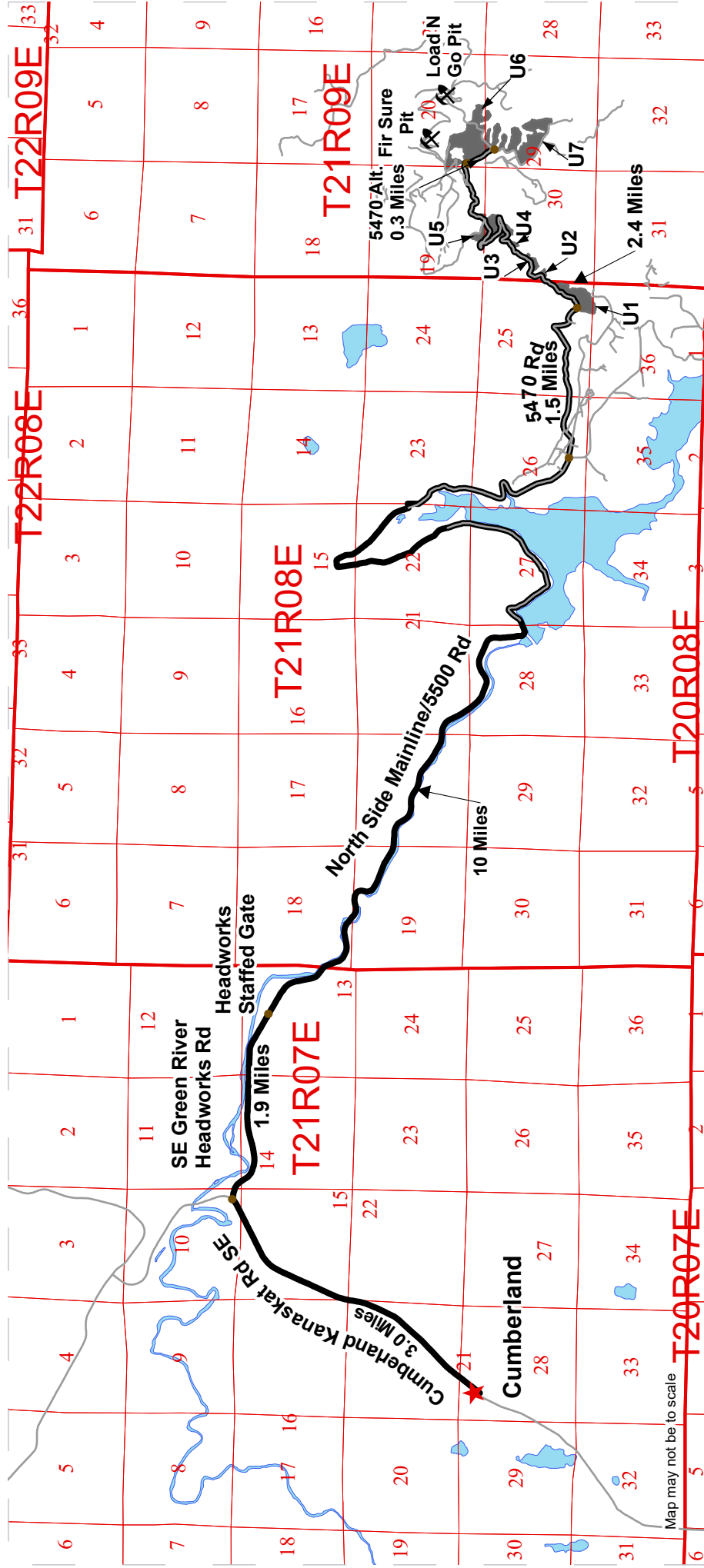
Sale Area	Riparian Mgt Zone	Leave Tree Area <1/4-acre
Right Of Way	Forested Wetland	Rock Pit
Sale Boundary Tags	Wetland Mgt Zone	Streams
Right of Way Tags	Existing Roads	Stream Type
Timber Type Change	Optional Pre-Haul Maintenance	Stream Type Break
Non-Tradeable Leave Tree Area	Optional Construction	Survey Monument
Leave Tree Area	Culvert	Property Line



DRIVING MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
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	Sale Area
	Haul Route
	County Road
	Town
	Distance Indicator
	Rock Pit

From Cumberland, go north approximately 3 miles then turn right on the SE Green River Headworks Road for 1.9 miles. After passing through the Staffed Headworks gate, continue on the North Side Mainline/5500 Road for 10 miles. Veer left onto the 5470 Road for 1.5 miles to reach Unit 1. Continue another 2.4 miles down the 5470 Road to reach Units 2, 3, 4, 5, and 6. Continue on the 5470 Alternate Road for 0.3 miles to reach Unit 7.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-103620

SALE NAME: SYLVAN PEARL

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on December 17, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees marked with blue paint or bounded out by yellow leave tree area tags, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white timber sale boundary tags, timber type change marked with pink flagging and the 5470 Road in Unit #1; white timber sale boundary tags, and the 5470 Road in Units #2, #3, and #4; white timber sale boundary tags, the 5470, and 5470-5 roads in Unit #5; white timber sale boundary tags, timber type change marked with pink flagging, and the 5470 Alt., 5476, Shoofly, and 5477 roads in Unit #6; white timber sale boundary tags and the 5476 Road in Unit #7;

All timber bounded by orange right of way tags, except that title to timber within the right of way tags is not conveyed to the Purchaser unless the road segment is actually constructed in right of way Unit #8;

All forest products described above located on approximately 164 acres on part(s) of Sections 19, 20, 29, and 30 all in Township 21 North, Range 9 East, Sections 25, and 36 all in Township 21 North, Range 8 East W.M. in King County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$786.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.

- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the Sylvan Pearl Timber Sale Agreement No. 30-103620 to King County Superior Court, case No. 24-2-28126-6. This sale was advertised advising bidders to consult an attorney before bidding to consider the risk of impacts to operability under this contract. To ensure this information reached prospective bidders, we allowed a 2-minute opportunity to remove any submitted bids for Sylvan Pearl Timber Sale before opening the envelopes.

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

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

actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

- G-210 Violation of Contract
- G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; the 5500/Northside Mainline, 5470, 5470-5, 5477, 5470 Alt, 5476, 5477-3, 5477-4, 5477 Ext, 5476-1, 5476-2, and Shoofly roads, and Unit 1 and Unit 7 Spurs. 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 5500/Northside Mainline, 5470, 5470-5, 5477, 5477-3, 5470 Alt, or 5476 roads, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement number 55-000258 between the State of Washington, Department of Natural Resources and the Department of the Army, dated January 22, 1965.

Easement number 55-086296 between Weyerhaeuser Timber Company and the Secretary of the United States Department of Agriculture, dated October 31, 1940.

G-396 Public Hauling Permit

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

G-400 Memorandum of Understanding Requirements

Purchaser agrees to comply with the attached terms and conditions of the Memorandum of Understanding entered into between the State and City of Tacoma.

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:

Encumbrances

Easement, including the terms and provisions thereof,

For: Overhead Transmission Line

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-000319
Granted: 6/4/1943
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Transmission Line
In Favor of: Bonneville Power Administration
Disclosed by Application No.: 50-005096
Granted: 1/20/1959
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Transmission Line
In Favor of: Bonneville Power Administration
Disclosed by Application No.: 50-030124
Granted: 3/1/1965
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Transmission Line/Road
In Favor of: Bonneville Power Administration
Disclosed by Application No.: 50-037174
Granted: 3/18/1974
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Railroad
In Favor of: Northern Pacific Railroad
Disclosed by Application No.: 50-041371
Granted: 9/6/1933
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: USA - USDA
Disclosed by Application No.: 50-041379
Granted: 4/11/1935
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: USA – USDA – Forest Service
Disclosed by Application No.: 50-047445
Granted: 10/31/1940
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: USA – USDA – Forest Service
Disclosed by Application No.: 50-047446
Granted: 9/21/1966
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Northern Pacific Railway Company
Disclosed by Application No.: 50-085447
Granted: 6/13/1967
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Weyerhaeuser Company
Disclosed by Application No.: 50-085449
Granted: 6/13/1967
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Anacortes Veneer, Inc.
Disclosed by Application No.: 50-85450
Granted: 6/13/1967
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Scott Paper Company
Disclosed by Application No.: 50-085451
Granted: 6/13/1967
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Burlington Northern Railroad Company
Disclosed by Application No.: 50-085466
Granted: 1/17/1967
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: USA – USDA – Forest Service
Disclosed by Application No.: 50-085946
Granted: 1/17/1967

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Road

In Favor of: United States of America

Disclosed by Application No.: 50-085973

Granted: 8/20/1982

Expires: Indefinite

Covenant, including the terms and provisions thereof,

For: Agreement

In Favor of: King County

Disclosed by Application No.: 54-085483

Granted: 12/9/2008

Expires: Indefinite

Covenant, including the terms and provisions thereof,

For: Agreement

In Favor of: Meridian Oil Inc.

Disclosed by Application No.: 54-085805

Granted: 5/2/1991

Expires: Indefinite

Region Encumbrances

Lease, including the terms and provisions thereof,

For: Land Use License

In Favor of: King County DNR & Parks

Disclosed by Application No.: 60-WS1281

Granted: 5/1/2023

Expires: 12/31/2050

Special Notations

Located within the Point Elliott Treaty area. Intergovernmental agreements for vehicle access with Upper Skagit Indian Tribe, Lummi Nation, Tulalip Tribes, Stillaguamish Indian Tribe, Muckleshoot Tribe, Swinomish Indian Tribal Community, Nooksack Tribe, Sauk-Suiattle Indian Tribe, and Snoqualmie Tribe.

Portions are within the Mount Baker – Snoqualmie State Road Right-of-Way Construction and Use Agreement Area (55-000035).

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 \$162,526.00. The total contract price consists of a \$0.00 contract bid price plus \$162,526.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain

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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other

mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for all units. The plan shall address the harvest requirements, including tailhold locations, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable and ground based equipment, with cable-tethered equipment limited to sustained slopes of 75 percent or less, self-leveling equipment limited to sustained slopes of 65 percent or less, and all other ground based equipment limited to sustained slopes of 45 percent or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Existing downed trees or logs dead for more than 5 years yarded to the landing shall be returned to their original locations.
- B. Equipment limitation zones are required within 30 feet of Type 5 streams.
- C. Crossings of Type 5 streams may be allowed at locations approved in writing by the Contract Administrator. Purchaser shall place a culvert or log puncheon at crossing locations (when water is present) to protect the stream bank and prevent sedimentation. All materials placed in and/or over the stream at these crossings shall be removed immediately upon completion of yarding on that skid trail.
- D. 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.
- E. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- F. Cut all vine maple within the harvest unit(s), leaving a stump no more than 12 inches in height.
- G. Notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- H. Within shovel logging areas, and when yarding and loading operations are occurring simultaneously, an additional shovel will be required for loading to avoid extra trips to the landing. No more than one round trip per shovel road is allowed.
- I. Take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Methods may include construction of water bars, "sweeping" with logs, silt traps, or other measures on skid trails, yarding corridors and haul roads.
- J. Skid trail closure shall occur immediately upon completion of yarding all tributary timber. Closure shall consist of creating plantable spots at approximately 10 foot by 10 foot spacing to facilitate reforestation and creating water bars or other methods as directed by the Contract Administrator to prevent water accumulation and sediment movement.
- K. In the event operations become inactive for long periods of time, skid trails shall be water barred prior to completion of yarding tributary timber to prevent water accumulation and sediment movement, if required by the Contract Administrator.
- L. Once a skid trail is closed, the Purchaser shall not reopen a skid trail unless approved in writing by the Contract Administrator.

M. To facilitate proper reforestation in areas of high slash concentrations, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at an 11 foot by 11 foot spacing.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

B. Any employee or contractor planning to camp overnight in the sale area for purposes associated with this timber sale shall request permission from the Contract Administrator and obtain necessary permits from the City of Tacoma.

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

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

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

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

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

Road construction and associated work provisions of the Road Plan for this sale, dated 9/1/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads used. All work shall be completed to the specifications detailed in the Road Plan.

C-080 Landing Locations Approved Prior to Construction

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

C-090 Landing Location

Landings shall be built 10 feet off the 5470, 5470-5, 5477, 5476, and 5470 Alt road(s).

C-140 Water Bars

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

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

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-110 Resource Protection

No equipment may operate within the Riparian or Wetland Management Zones, unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through all streams and wetlands.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Don Melton

Print Name

South Puget Sound Region Manager

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: South Puget Sound

Timber Sale Name: Sylvan Pearl

Application Number: 30- 103620

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 1,106 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: 71,625 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 3,358 linear feet
Roads to be constructed (optional and required) and then abandoned

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Sylvan Pearl	Region: South Puget Sound
Agreement #: 30-103620	District: Rainier
Contact Forester: Nick Chicano	Phone/ Location: (360)-509-1079 Ext: /
Alternate Contact: Lee Roach	Phone/ Location: (360)-801-1084 Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): lump sum
 Required or Optional removal of utility as pulp (*for scale sales only*):
 Evaluated for RFRS Implementation?: yes

Percentage cable-uphill: 27%
 Percentage cable-downhill:
 Percentage ground based: 73%

Species Onsite: RC, DF, WH, RA, BC, BLM, NF, SF, SS, Other:(Please List)

UNIT ACREAGES* AND METHOD OF DETERMINATION:

Unit #	Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	Deductions from Gross Acres (No harvest acres)			Net Harvest Acres	Acreage Determination (List method, dimensions and error of closure if applicable)
					RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres		
1 VRH		Sec 25,36 / T21N/ R 08E	01, 03	26.3		2.0		24.3	GPS Garmin 64S Boundary and leave tree area
2 VRH		Sec 30/ T 21N/ R 09 E	01, 03	1.3				1.3	GPS Garmin 64S Boundary and leave tree area
3 VRH		Sec 30/ T 21N/ R 09 E	01, 03	4.2				4.2	GPS Garmin 64S Boundary and leave tree area
4 VRH		Sec 30/ T 21N/ R 09 E	01, 03	1.5				1.5	GPS Garmin 64S Boundary and leave tree area
5 VRH		Sec 19, 30 / T 21N/ R 09 E	01, 03	28.5		3.3	2.2	23.0	GPS Garmin 64S Boundary and leave tree area, 2450' x 40' L x W Existing Roads
6 VRH		Sec 19, 20,29/ T 21N/ R 09 E	01, 03	68.9		4.4	2.1	62.4	GPS Garmin 64S Boundary and leave tree area, 2340' x 40' L x W Existing Roads
7 VRH		Sec 29/ T 21N/ R 09 E	01, 03	47.1				47.1	GPS Garmin 64S Boundary and leave tree area
8 ROW		Sec 29/ T 21N/ R 09 E	01, 03	0.6				0.6	GPS Garmin 64S Boundary and leave tree area
TOTAL ACRES				178.4		9.7	4.3	164.4	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) <i>*For all marked thinnings, include a tree count by species.</i>
1	Pink flagging and yellow "leave tree area" tags. Blue banded individual leave trees		Clumped 207 Individual 6
2	Pink flagging and yellow "leave tree area" tags. Blue banded individual leave trees		Individual 10
3	Pink flagging and yellow "leave tree area" tags. Blue banded individual leave trees		Clumped 34
4	Pink flagging and yellow "leave tree area" tags. Blue banded individual leave trees		Individual 12
5	Pink flagging and yellow "leave tree area" tags. Blue banded individual leave trees		Clumped 322 Individual 5 11.6 TPA
6	Pink flagging and yellow "leave tree area" tags. Blue banded individual leave trees		Clumped 820 Individual 73 12.9 TPA
7	Pink flagging and yellow "leave tree area" tags. Blue banded individual leave trees		Clumped 383
8	Orange "Right of Way" tags and orange ribbon		

OTHER PRE-CRUISE INFORMATION:

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise	North Side Mainline Gate Shack	
2			
3			
4			
5			
6			
7			

REMARKS:

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Prepared By: Nick Chicano Date: 7/22/2022	Title: Black Diamond Unit Manager	CC:
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Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)

Timber Sale Cruise Report Sylvan Pearl

Sale Name: SYLVAN PEARL

Sale Type: LUMP SUM

Region: SO PUGET

District: RAINIER

Lead Cruiser: Aaron Coleman

Other Cruisers:n/a

Cruise Narrative:

This sale consists of 7 variable retention harvest (VRH) units and 1 right-of-way (R/W) unit located off the 5470 road in the Green River Watershed. No keys were needed for access, though you must check-in at the northside mainline gate. All roads are in good condition.

The primary species for this sale are:

Douglas-fir (50%) with an average diameter of 18 inches.

Western Hemlock (26%) with an average diameter of 14 inches.

Pacific Silver Fir (13%) with an average diameter of 14 inches.

Noble Fir (8%) with an average diameter of 19 inches.

The DF in the higher elevation units (5 thru 7) is rough with many broken/forked tops and spike knots. The lower units (1 thru 4) contain more HQ DF with less overall defect, but root rot pockets, especially in unit 1, affect stocking levels and log quality. Pole-quality DF present in the lower units, but were not cruised as such due to the steepness of the units. The WH, SF, and NF are a mixed bag. Some portions of each unit contain clean boles while others show a lot of frost check.

Most commonly observed defect was broken/forked tops, spike knots, frost check in the white wood.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	18.2	7.7		3,165	1,515	1,335	288	26
WH	14.4			1,651	298	992	332	30
SF	14.8			790	273	394	113	10
NF	19.0			517	302	179	35	
RC	18.3			92		78	13	
RA	14.4			29		6	20	3
MA	18.0			5		5		
BC	30.0			3	3			
ALL	16.1	7.7		6,251	2,391	2,989	802	68

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	24,025	10,289	10,840	2,733	163
WH	15,920	2,710	9,523	3,472	216
SF	6,851	2,132	3,534	1,105	80
NF	4,324	2,202	1,751	371	
RC	941		821	120	
RA	260		60	178	22
MA	37		37		
BC	19	19			
ALL	52,377	17,351	26,565	7,979	482

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 (%)
287.0	2.9	135.2	1.8	38,021	3.6

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
SYLVAN PEARL U1	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	24.3	26.3	16	8	0
SYLVAN PEARL U2	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	1.3	1.3	2	2	0
SYLVAN PEARL U3	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	4.2	4.3	4	2	0
SYLVAN PEARL U4	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	1.5	1.5	2	2	0
SYLVAN PEARL U5	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	23.0	28.5	17	11	0
SYLVAN PEARL U6	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	62.4	68.9	43	23	0
SYLVAN PEARL U7	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	47.1	47.1	31	15	0
SYLVAN PEARL U8 ROW	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.6	0.6	1	1	0
All		164.4	178.4	116	64	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	19.7	40	18	18	0.0	18.9	2.9
DF	LIVE	2 SAW	Domestic	14.7	38	6,723	6,575	2.2	7,267.9	1,080.9
DF	LIVE	2 SAW	HQ-B	14.6	39	2,797	2,642	5.5	3,020.8	434.4
DF	LIVE	3 SAW	Domestic	9.5	37	7,039	6,873	2.4	9,348.7	1,129.9
DF	LIVE	3 SAW	HQ-B	10.1	38	1,257	1,250	0.5	1,491.3	205.6
DF	LIVE	4 SAW	Domestic	5.7	29	1,842	1,754	4.8	2,733.3	288.4
DF	LIVE	CULL	Cull	11.1	5	85	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	8.5	13	155	155	0.0	163.5	25.5
MA	LIVE	3 SAW	Domestic	13.3	20	34	31	9.9	37.2	5.1
NF	LIVE	2 SAW	Domestic	14.8	40	2,005	1,838	8.4	2,201.7	302.1
NF	LIVE	3 SAW	Domestic	9.1	40	1,224	1,091	10.9	1,751.0	179.3
NF	LIVE	4 SAW	Domestic	5.6	30	229	214	6.4	370.9	35.2
RA	LIVE	3 SAW	Domestic	10.8	36	35	35	0.0	59.6	5.7
RA	LIVE	4 SAW	Domestic	8.3	29	124	121	2.5	177.9	19.8
RA	LIVE	UTILITY	Pulp	11.0	12	20	20	0.0	22.4	3.3
RC	LIVE	3 SAW	Domestic	10.1	32	507	477	5.9	820.8	78.4
RC	LIVE	4 SAW	Domestic	5.8	26	90	81	9.8	119.7	13.4
RC	LIVE	CULL	Cull	10.4	6	5	0	100.0	0.0	0.0
SF	LIVE	2 SAW	Domestic	13.4	37	1,778	1,663	6.5	2,132.0	273.4
SF	LIVE	3 SAW	Domestic	9.2	40	2,549	2,394	6.1	3,534.1	393.6
SF	LIVE	4 SAW	Domestic	5.3	27	707	688	2.8	1,105.4	113.0
SF	LIVE	UTILITY	Pulp	6.5	30	59	59	0.0	79.7	9.7
WH	LIVE	2 SAW	Domestic	13.1	40	1,925	1,811	5.9	2,709.8	297.7
WH	LIVE	3 SAW	Domestic	9.0	39	6,254	6,032	3.5	9,522.5	991.7
WH	LIVE	4 SAW	Domestic	5.5	30	2,067	2,018	2.4	3,472.0	331.8
WH	LIVE	CULL	Cull	9.1	2	5	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	7.3	15	181	181	0.0	216.2	29.7

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
BC	16 - 19	LIVE	Domestic	19.7	40	18	0.0	18.9	2.9
DF	5 - 7	LIVE	Cull	5.2	19	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	5.3	14	45	0.0	50.7	7.5
DF	5 - 7	LIVE	Domestic	5.9	31	2,803	2.6	4,319.5	460.9
DF	8 - 11	LIVE	Pulp	8.0	14	9	0.0	14.0	1.4
DF	8 - 11	LIVE	Domestic	9.9	37	5,580	3.0	7,482.3	917.3

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	8 - 11	LIVE	HQ-B	10.1	39	1,250	0.5	1,491.3	205.6
DF	8 - 11	LIVE	Cull	10.7	3	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Pulp	12.3	12	58	0.0	55.5	9.6
DF	12 - 15	LIVE	Cull	13.0	5	0	100.0	0.0	0.0
DF	12 - 15	LIVE	Domestic	13.6	36	3,640	1.3	4,264.5	598.4
DF	12 - 15	LIVE	HQ-B	13.7	39	1,848	4.4	2,148.0	303.7
DF	16 - 19	LIVE	Pulp	16.9	14	43	0.0	43.2	7.1
DF	16 - 19	LIVE	Domestic	17.0	39	2,544	4.1	2,692.1	418.2
DF	16 - 19	LIVE	HQ-B	17.4	40	795	8.1	872.7	130.7
DF	20+	LIVE	Domestic	21.8	40	635	0.0	591.4	104.4
MA	12 - 15	LIVE	Domestic	13.3	20	31	9.9	37.2	5.1
NF	5 - 7	LIVE	Domestic	5.9	32	382	5.2	660.4	62.8
NF	8 - 11	LIVE	Domestic	9.9	40	923	12.1	1,461.5	151.7
NF	12 - 15	LIVE	Domestic	13.8	40	1,140	8.4	1,402.5	187.5
NF	16 - 19	LIVE	Domestic	17.3	40	697	8.3	799.2	114.6
RA	5 - 7	LIVE	Domestic	5.0	21	12	0.0	14.8	2.0
RA	8 - 11	LIVE	Domestic	9.2	31	143	2.1	222.7	23.6
RA	8 - 11	LIVE	Pulp	11.0	12	20	0.0	22.4	3.3
RC	5 - 7	LIVE	Domestic	6.1	28	132	6.3	241.0	21.6
RC	8 - 11	LIVE	Domestic	10.3	31	345	3.8	557.6	56.8
RC	8 - 11	LIVE	Cull	10.4	6	0	100.0	0.0	0.0
RC	12 - 15	LIVE	Domestic	13.6	29	81	16.9	142.0	13.4
SF	5 - 7	LIVE	Pulp	5.0	19	11	0.0	12.9	1.8
SF	5 - 7	LIVE	Domestic	5.6	30	1,051	6.1	1,790.2	172.8
SF	8 - 11	LIVE	Pulp	8.0	40	48	0.0	66.8	7.9
SF	8 - 11	LIVE	Domestic	10.2	40	2,031	5.0	2,849.3	333.8
SF	12 - 15	LIVE	Domestic	13.3	37	1,510	7.1	1,982.1	248.2
SF	16 - 19	LIVE	Domestic	17.2	40	153	0.0	149.9	25.1
WH	5 - 7	LIVE	Pulp	5.0	15	41	0.0	40.8	6.8
WH	5 - 7	LIVE	Domestic	5.7	33	2,941	2.0	5,005.8	483.4
WH	8 - 11	LIVE	Cull	9.1	2	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Pulp	9.7	15	139	0.0	175.4	22.9
WH	8 - 11	LIVE	Domestic	9.8	38	5,110	4.0	7,988.7	840.1
WH	12 - 15	LIVE	Domestic	13.1	40	1,698	4.3	2,514.7	279.1
WH	16 - 19	LIVE	Domestic	16.0	40	114	25.0	195.1	18.7

Cruise Unit Report SYLVAN PEARL U1

Unit Sale Notice Volume (MBF): SYLVAN PEARL U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	21.4			826	595	199	32
WH	10.4			51		24	26
NF	16.0			25		21	4
RA	13.0			10			10
MA	18.0			5		5	
ALL	16.6			916	595	249	72

Unit Cruise Design: SYLVAN PEARL U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	24.3	26.3	16	8	0

Unit Cruise Summary: SYLVAN PEARL U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	24	49	3.1	0
WH	6	6	0.4	0
NF	1	3	0.2	0
RA	1	1	0.1	0
MA	1	1	0.1	0
ALL	33	60	3.8	0

Unit Cruise Statistics: SYLVAN PEARL U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	166.7	59.0	14.7	203.8	26.8	5.5	33,973	64.8	15.7
WH	20.4	191.7	47.9	102.2	19.2	7.9	2,087	192.6	48.6
NF	10.2	400.0	100.0	100.3	0.0	0.0	1,023	400.0	100.0
RA	3.4	400.0	100.0	119.3	0.0	0.0	406	400.0	100.0
MA	3.4	400.0	100.0	61.7	0.0	0.0	210	400.0	100.0
ALL	204.2	54.7	13.7	184.7	36.3	6.3	37,700	65.6	15.1

Unit Summary: SYLVAN PEARL U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	24	ALL	21.4	102	130	35,410	33,973	4.1	66.8	166.7	36.0	825.5
MA	LIVE	CUT	1	ALL	18.0	72	87	233	210	9.9	1.9	3.4	0.8	5.1
NF	LIVE	CUT	1	ALL	16.0	64	80	1,023	1,023	0.0	7.3	10.2	2.6	24.9
RA	LIVE	CUT	1	ALL	13.0	63	82	406	406	0.0	3.7	3.4	0.9	9.9
WH	LIVE	CUT	6	ALL	10.4	55	68	2,087	2,087	0.0	34.6	20.4	6.3	50.7
ALL	LIVE	CUT	33	ALL	18.1	84	106	39,160	37,700	3.7	114.3	204.2	46.7	916.1
ALL	ALL	ALL	33	ALL	18.1	84	106	39,160	37,700	3.7	114.3	204.2	46.7	916.1

Cruise Unit Report SYLVAN PEARL U2

Unit Sale Notice Volume (MBF): SYLVAN PEARL U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	16.8			55	24	26	5	0
WH	9.0			3			3	
ALL	15.3			58	24	26	8	0

Unit Cruise Design: SYLVAN PEARL U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	1.3	1.3	2	2	0

Unit Cruise Summary: SYLVAN PEARL U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	11	5.5	0
WH	1	1	0.5	0
ALL	12	12	6.0	0

Unit Cruise Statistics: SYLVAN PEARL U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	299.4	64.3	45.5	142.5	18.8	5.7	42,653	67.0	45.8
WH	27.2	141.4	100.0	83.8	0.0	0.0	2,280	141.4	100.0
ALL	326.6	47.1	33.3	137.6	22.3	6.4	44,932	52.2	33.9

Unit Summary: SYLVAN PEARL U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	16.8	85	103	43,163	42,653	1.2	194.5	299.4	73.1	55.4
WH	LIVE	CUT	1	ALL	9.0	50	61	2,280	2,280	0.0	61.6	27.2	9.1	3.0
ALL	LIVE	CUT	12	ALL	15.3	77	93	45,443	44,932	1.1	256.1	326.6	82.1	58.4
ALL	ALL	ALL	12	ALL	15.3	77	93	45,443	44,932	1.1	256.1	326.6	82.1	58.4

Cruise Unit Report SYLVAN PEARL U3

Unit Sale Notice Volume (MBF): SYLVAN PEARL U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.9			141	42	77	22
ALL	14.9			141	42	77	22

Unit Cruise Design: SYLVAN PEARL U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	4.2	4.3	4	2	0

Unit Cruise Summary: SYLVAN PEARL U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	17	4.3	0
ALL	10	17	4.3	0

Unit Cruise Statistics: SYLVAN PEARL U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	231.4	52.2	26.1	144.7	30.7	9.7	33,468	60.5	27.8
ALL	231.4	52.2	26.1	144.7	30.7	9.7	33,468	60.5	27.8

Unit Summary: SYLVAN PEARL U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	14.9	76	96	33,468	33,468	0.0	191.1	231.4	59.9	140.6
ALL	LIVE	CUT	10	ALL	14.9	76	96	33,468	33,468	0.0	191.1	231.4	59.9	140.6
ALL	ALL	ALL	10	ALL	14.9	76	96	33,468	33,468	0.0	191.1	231.4	59.9	140.6

Cruise Unit Report SYLVAN PEARL U4

Unit Sale Notice Volume (MBF): SYLVAN PEARL U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	16.3			69	30	35	5
NF	16.0			4		4	0
ALL	16.3			73	30	38	5

Unit Cruise Design: SYLVAN PEARL U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	1.5	1.4	2	2	0

Unit Cruise Summary: SYLVAN PEARL U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	10	5.0	0
NF	1	1	0.5	0
ALL	11	11	5.5	0

Unit Cruise Statistics: SYLVAN PEARL U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	272.2	0.0	0.0	169.3	27.6	8.7	46,082	27.6	8.7
NF	27.2	141.4	100.0	96.7	0.0	0.0	2,632	141.4	100.0
ALL	299.4	12.9	9.1	162.7	30.4	9.2	48,714	33.0	12.9

Unit Summary: SYLVAN PEARL U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	16.3	98	109	46,965	46,082	1.9	187.8	272.2	67.4	69.1
NF	LIVE	CUT	1	ALL	16.0	127	127	5,244	2,632	49.8	19.5	27.2	6.8	3.9
ALL	LIVE	CUT	11	ALL	16.3	100	110	52,209	48,714	6.7	207.3	299.4	74.2	73.1
ALL	ALL	ALL	11	ALL	16.3	100	110	52,209	48,714	6.7	207.3	299.4	74.2	73.1

Cruise Unit Report SYLVAN PEARL U5

Unit Sale Notice Volume (MBF): SYLVAN PEARL U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	18.6			678	391	244	37	6
WH	13.6			130	56	32	34	9
SF	17.8			59	33	23	3	
RC	18.4			45		40	6	
RA	18.0			6		6		
ALL	17.6			918	480	345	79	14

Unit Cruise Design: SYLVAN PEARL U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	23.0	28.5	17	11	0

Unit Cruise Summary: SYLVAN PEARL U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	35	57	3.4	0
WH	7	16	0.9	0
SF	3	6	0.4	0
RC	8	9	0.5	0
RA	1	1	0.1	0
ALL	54	89	5.2	0

Unit Cruise Statistics: SYLVAN PEARL U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	182.5	52.7	12.8	161.5	26.0	4.4	29,474	58.7	13.5
WH	51.2	115.6	28.0	110.3	21.8	8.3	5,652	117.6	29.2
SF	19.2	198.9	48.2	133.7	10.7	6.2	2,568	199.2	48.6
RC	28.8	135.5	32.9	68.5	24.5	8.7	1,973	137.7	34.0
RA	3.2	412.3	100.0	77.5	0.0	0.0	248	412.3	100.0
ALL	285.0	36.7	8.9	140.1	35.7	4.9	39,916	51.2	10.1

Unit Summary: SYLVAN PEARL U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	35	ALL	18.6	92	112	30,062	29,474	2.0	96.7	182.5	42.3	677.9
RA	LIVE	CUT	1	ALL	18.0	75	93	248	248	0.0	1.8	3.2	0.8	5.7
RC	LIVE	CUT	8	ALL	18.4	69	77	2,110	1,973	6.5	15.6	28.8	6.7	45.4
SF	LIVE	CUT	3	ALL	17.8	83	97	2,568	2,568	0.0	11.1	19.2	4.6	59.1
WH	LIVE	CUT	7	ALL	13.6	64	77	5,789	5,652	2.4	50.8	51.2	13.9	130.0
ALL	LIVE	CUT	54	ALL	17.2	81	98	40,778	39,916	2.1	176.0	285.0	68.2	918.1
ALL	ALL	ALL	54	ALL	17.2	81	98	40,778	39,916	2.1	176.0	285.0	68.2	918.1

Cruise Unit Report SYLVAN PEARL U6

Unit Sale Notice Volume (MBF): SYLVAN PEARL U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	17.4	7.7		827	285	433	102	7
SF	14.6			721	241	371	110	
WH	15.8			429	142	206	70	12
NF	19.2			425	266	135	24	
RC	17.0			15		14	1	
RA	14.0			12			9	3
ALL	16.5	7.7		2,430	933	1,159	315	22

Unit Cruise Design: SYLVAN PEARL U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	62.4	68.9	43	23	0

Unit Cruise Summary: SYLVAN PEARL U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	48	81	1.9	3
SF	36	78	1.8	0
WH	19	47	1.1	0
NF	29	39	0.9	0
RC	3	3	0.1	0
RA	2	2	0.0	0
ALL	137	250	5.8	3

Unit Cruise Statistics: SYLVAN PEARL U6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	102.5	94.3	14.4	129.3	21.9	3.2	13,261	96.8	14.7
SF	98.8	109.8	16.7	117.0	31.1	5.2	11,553	114.1	17.5
WH	59.5	130.6	19.9	115.6	21.2	4.9	6,880	132.3	20.5
NF	49.4	182.9	27.9	137.8	26.0	4.8	6,803	184.8	28.3
RC	3.8	369.5	56.3	64.4	22.4	13.0	245	370.2	57.8

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	2.5	458.1	69.9	77.2	2.6	1.8	195	458.1	69.9
ALL	316.5	25.0	3.8	123.0	27.5	2.4	38,937	37.2	4.5

Unit Summary: SYLVAN PEARL U6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	48	ALL	17.4	81	98	13,823	13,261	4.1	62.1	102.5	24.6	827.5
NF	LIVE	CUT	29	ALL	19.2	83	102	7,498	6,803	9.3	24.6	49.4	11.3	424.5
RA	LIVE	CUT	2	ALL	14.0	69	85	204	195	4.1	2.4	2.5	0.7	12.2
RC	LIVE	CUT	3	ALL	17.0	69	73	245	245	0.0	2.4	3.8	0.9	15.3
SF	LIVE	CUT	36	ALL	14.6	66	77	12,318	11,553	6.2	84.9	98.8	25.8	720.9
WH	LIVE	CUT	19	ALL	15.8	76	87	7,410	6,880	7.1	43.7	59.5	15.0	429.3
ALL	LIVE	CUT	137	ALL	16.2	74	88	41,497	38,937	6.2	220.1	316.5	78.3	2,429.7
ALL	ALL	ALL	137	ALL	16.2	74	88	41,497	38,937	6.2	220.1	316.5	78.3	2,429.7

Cruise Unit Report SYLVAN PEARL U7

Unit Sale Notice Volume (MBF): SYLVAN PEARL U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
WH	14.1			1,032	98	727	198	9
DF	15.3			569	149	320	87	13
NF	19.1			63	36	20	7	
RC	18.9			31		24	7	
SF	13.0			10				10
ALL	14.7			1,704	283	1,091	299	31

Unit Cruise Design: SYLVAN PEARL U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	47.1	47.1	31	15	0

Unit Cruise Summary: SYLVAN PEARL U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	57	105	3.4	0
DF	22	53	1.7	0
NF	4	5	0.2	0
RC	5	5	0.2	0
SF	1	1	0.0	0
ALL	89	169	5.5	0

Unit Cruise Statistics: SYLVAN PEARL U7

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	184.4	48.6	8.7	118.8	17.2	2.3	21,901	51.6	9.0
DF	93.1	60.8	10.9	129.7	24.9	5.3	12,074	65.7	12.1
NF	8.8	324.0	58.2	153.1	20.1	10.0	1,344	324.6	59.1
RC	8.8	231.8	41.6	75.2	20.1	9.0	660	232.7	42.6
SF	1.8	556.8	100.0	117.2	0.0	0.0	206	556.8	100.0
ALL	296.8	26.7	4.8	121.9	22.4	2.4	36,185	34.9	5.4

Unit Summary: SYLVAN PEARL U7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	15.3	84	94	12,521	12,074	3.6	72.9	93.1	23.8	568.7
NF	LIVE	CUT	4	ALL	19.1	98	107	1,442	1,344	6.8	4.4	8.8	2.0	63.3
RC	LIVE	CUT	5	ALL	18.9	80	84	748	660	11.7	4.5	8.8	2.0	31.1
SF	LIVE	CUT	1	ALL	13.0	82	82	206	206	0.0	1.9	1.8	0.5	9.7
WH	LIVE	CUT	57	ALL	14.1	76	85	22,470	21,901	2.5	170.1	184.4	49.1	1,031.6
ALL	LIVE	CUT	89	ALL	14.6	79	88	37,387	36,185	3.2	253.8	296.8	77.4	1,704.3
ALL	ALL	ALL	89	ALL	14.6	79	88	37,387	36,185	3.2	253.8	296.8	77.4	1,704.3

Cruise Unit Report SYLVAN PEARL U8 ROW

Unit Sale Notice Volume (MBF): SYLVAN PEARL U8 ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WH	19.0			6	2	4	1
BC	30.0			3	3		
RA	14.0			1			1
ALL	18.5			10	5	4	2

Unit Cruise Design: SYLVAN PEARL U8 ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.6	0.6	1	1	0

Unit Cruise Summary: SYLVAN PEARL U8 ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	2	2	2.0	0
BC	1	1	1.0	0
RA	1	1	1.0	0
ALL	4	4	4.0	0

Unit Cruise Statistics: SYLVAN PEARL U8 ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	80.0	0.0	0.0	133.4	7.6	5.4	10,671	7.6	5.4
BC	40.0	0.0	0.0	122.3	0.0	0.0	4,890	0.0	0.0
RA	40.0	0.0	0.0	44.9	0.0	0.0	1,796	0.0	0.0
ALL	160.0	0.0	0.0	108.5	39.7	19.9	17,357	39.7	19.9

Unit Summary: SYLVAN PEARL U8 ROW

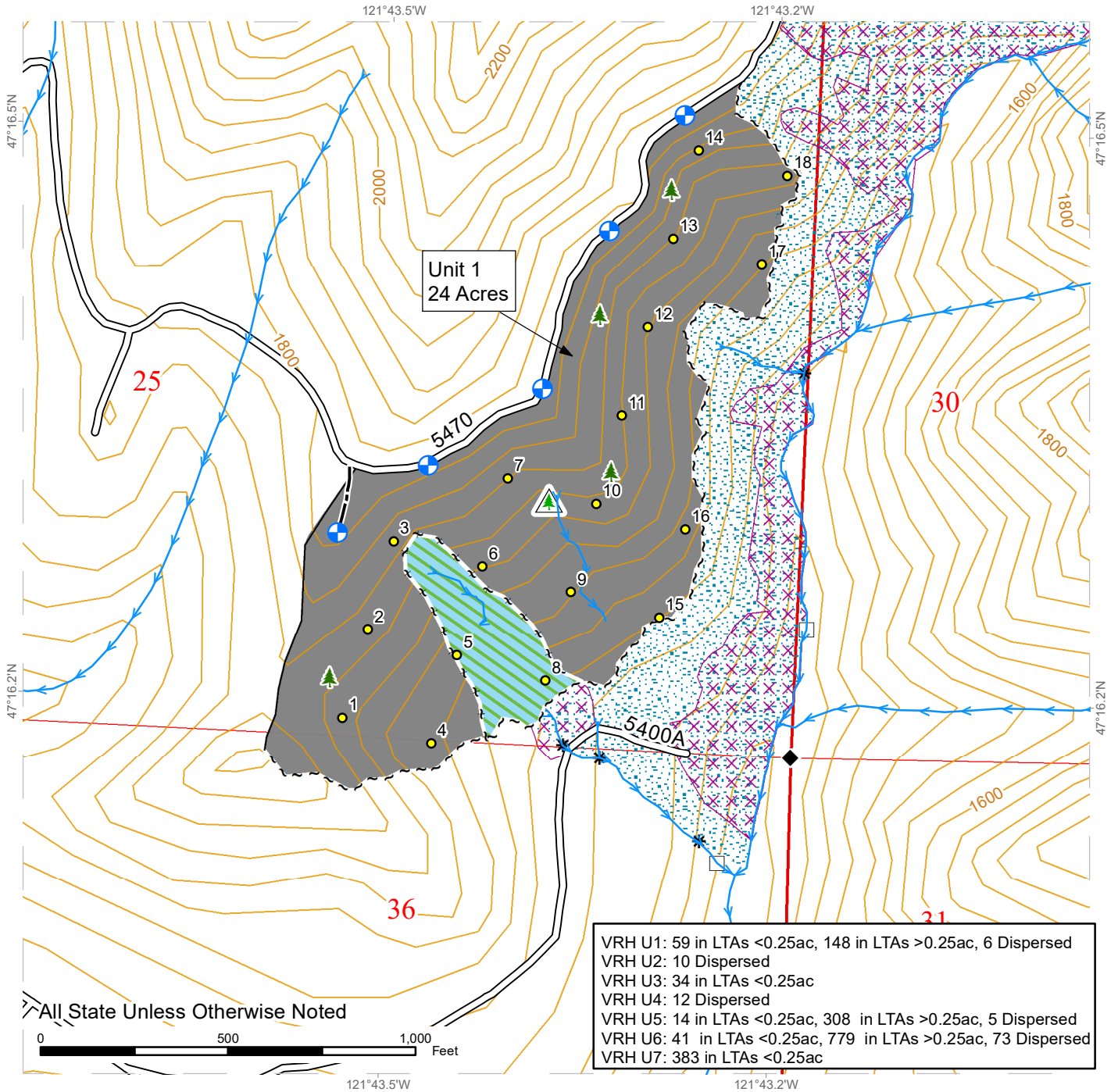
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	30.0	110	138	4,890	4,890	0.0	8.1	40.0	7.3	2.9
RA	LIVE	CUT	1	ALL	14.0	69	85	1,796	1,796	0.0	37.4	40.0	10.7	1.1
WH	LIVE	CUT	2	ALL	19.0	83	105	12,128	10,671	12.0	40.6	80.0	18.4	6.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	4	ALL	18.4	80	99	18,814	17,357	7.7	86.1	160.0	36.3	10.4
ALL	ALL	ALL	4	ALL	18.4	80	99	18,814	17,357	7.7	86.1	160.0	36.3	10.4

CRUISE MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



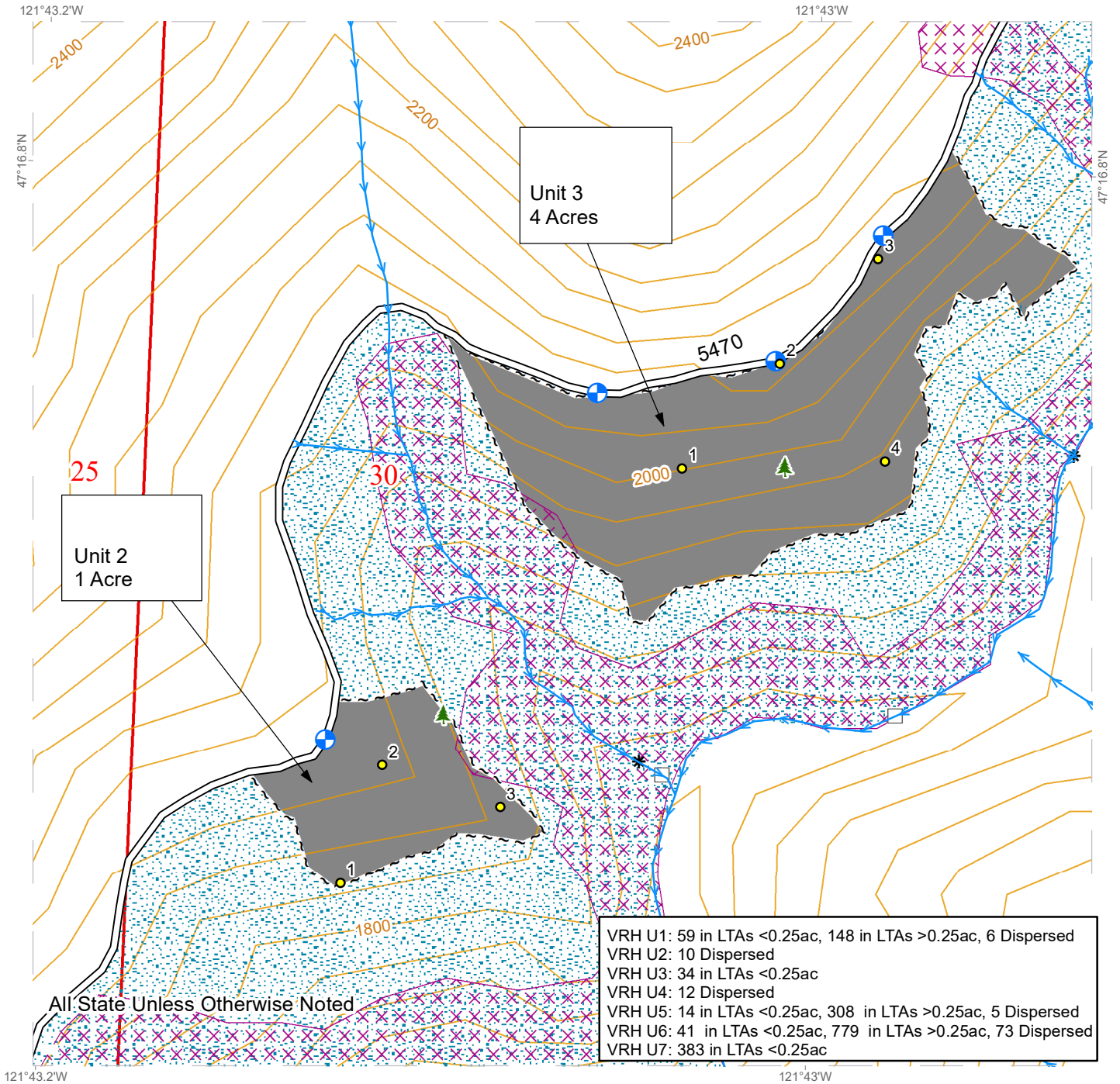
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Sale Boundary Tags	Stream Type	Contours 40-foot
Timber Type Change	Stream Type Break	Public Land Survey Sections
Leave Tree Tags	Streams	
Existing Roads	Survey Monument	
Optional Construction	Landing - Proposed	
Tailhold Restriction Area	Leave Tree Area <1/4-acre	
Non-Tradeable Leave Clump		



CRUISE MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



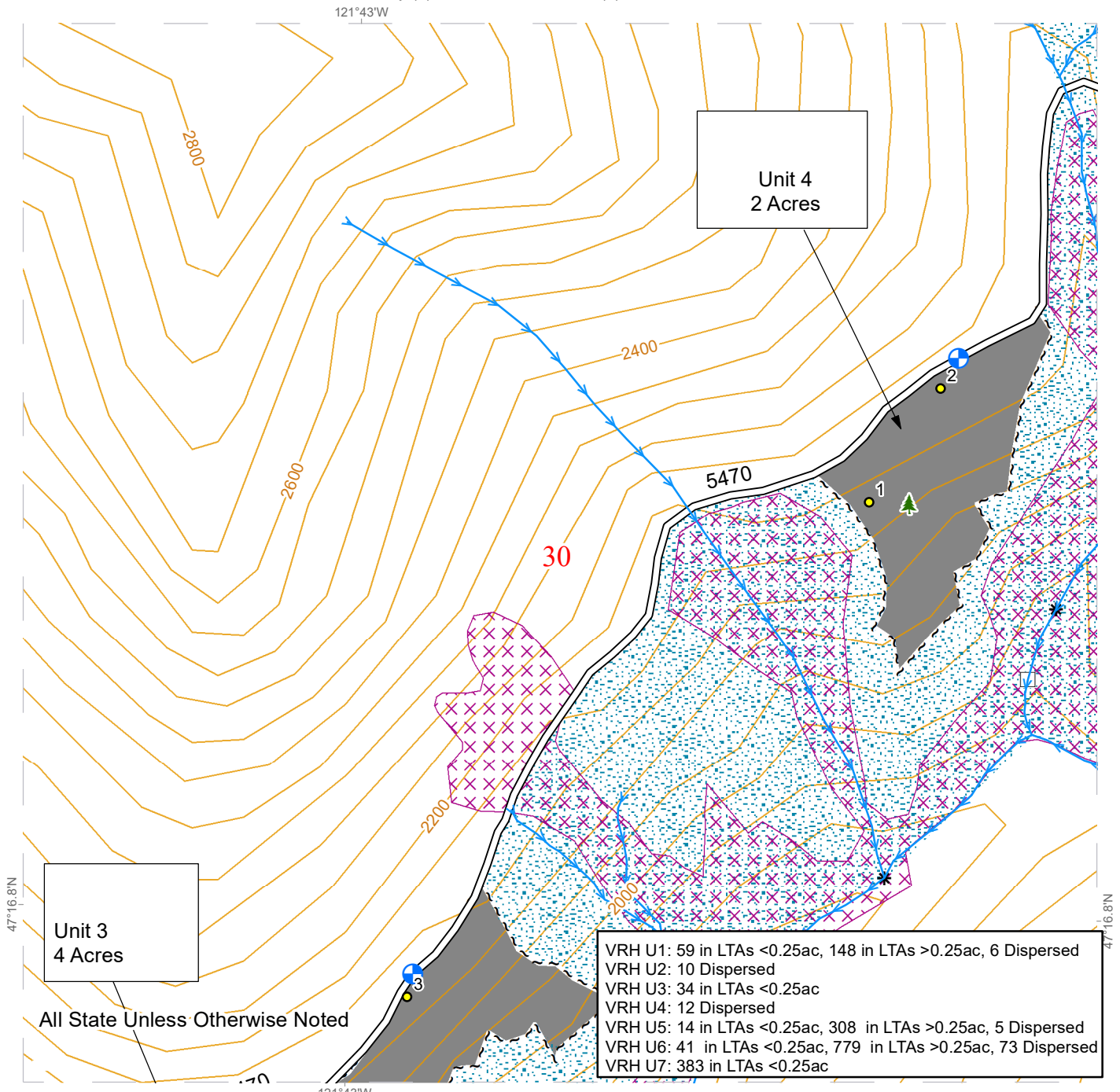
Variable Retention Harvest	Landing - Proposed
Sale Boundary Tags	Leave Tree Area <1/4-acre
Existing Roads	Contours 40-foot
Tailhold Restriction Area	Public Land Survey Sections
Riparian Mgt Zone	
Stream Type	
Stream Type Break	
Streams	



CRUISE MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



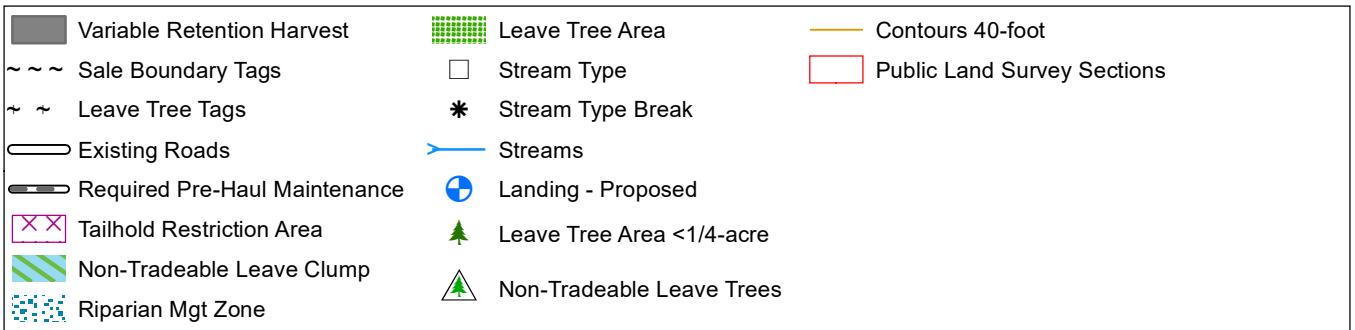
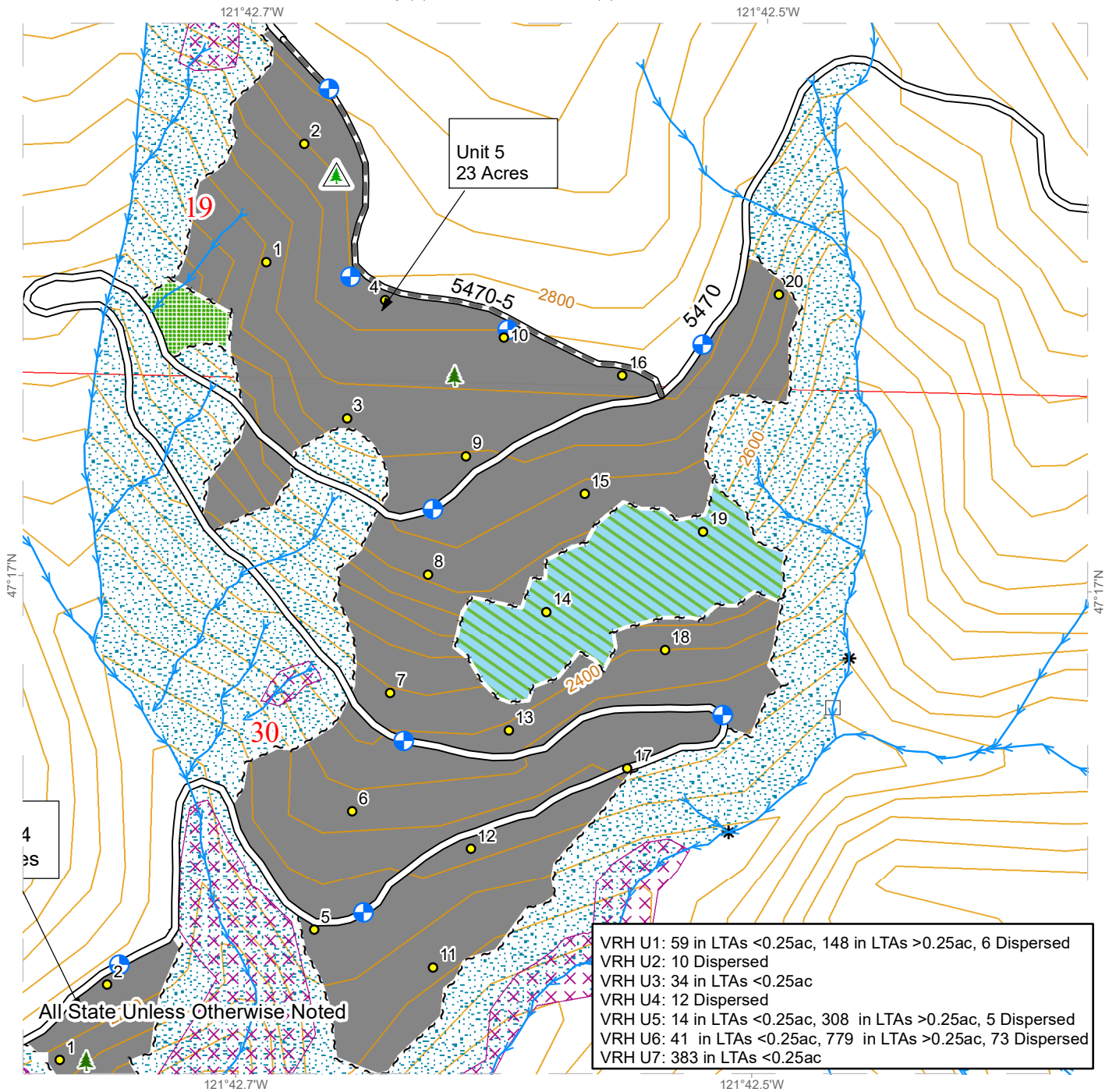
Variable Retention Harvest	Landing - Proposed
Sale Boundary Tags	Leave Tree Area <1/4-acre
Existing Roads	Contours 40-foot
Tailhold Restriction Area	Public Land Survey Sections
Riparian Mgt Zone	
Stream Type	
Stream Type Break	
Streams	



CRUISE MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

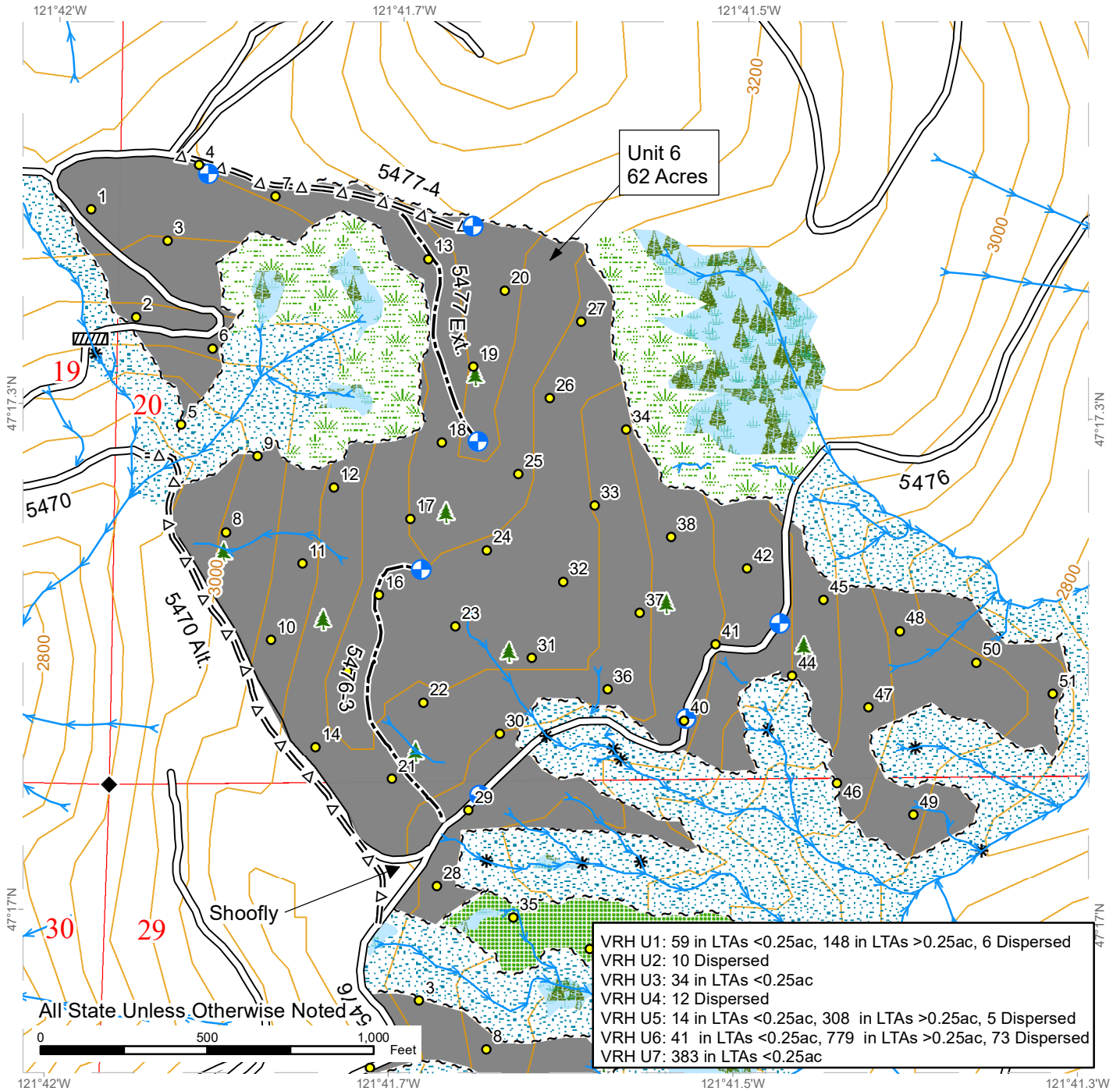
REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



CRUISE MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280

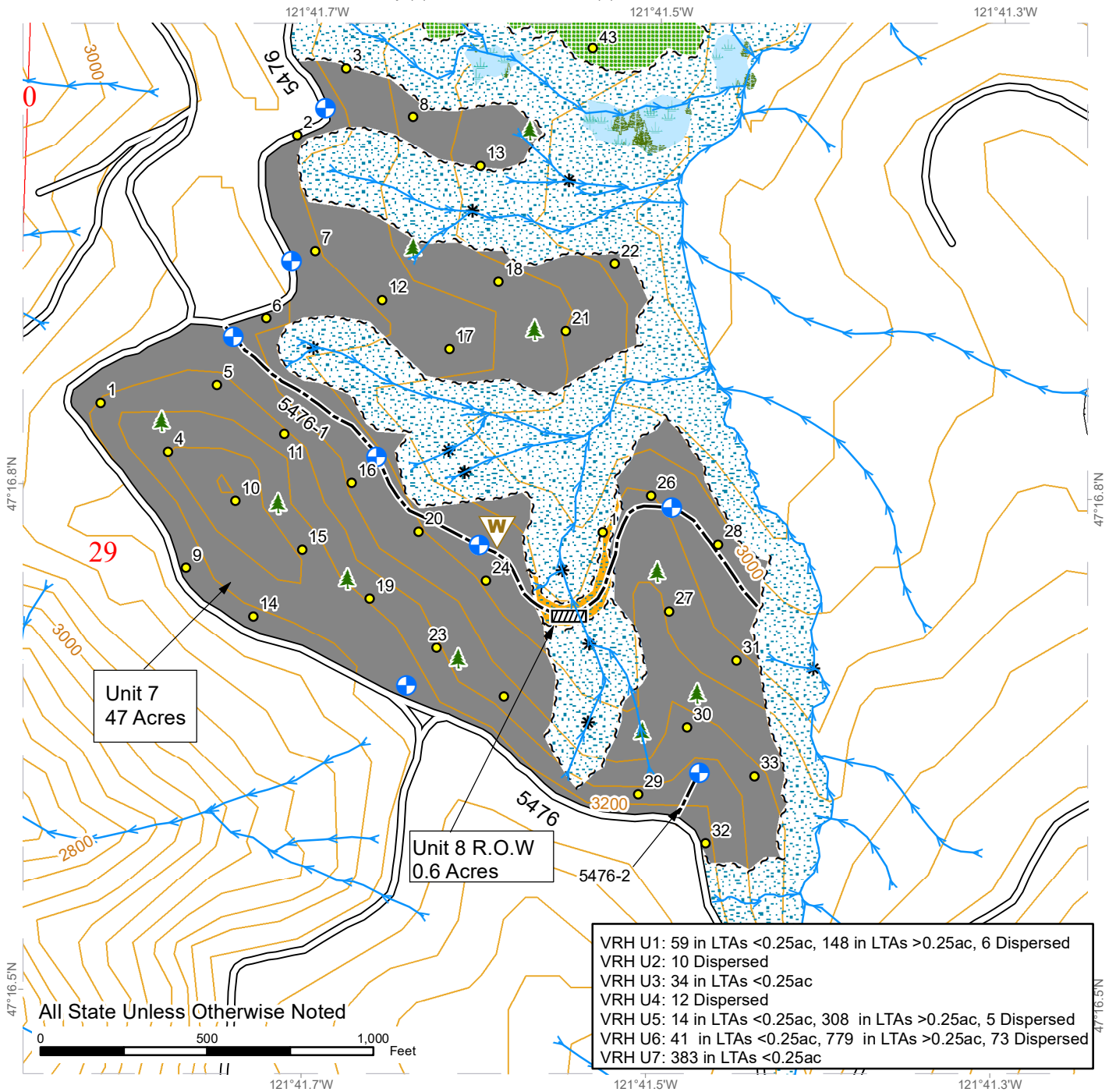


Variable Retention Harvest	Forested Wetland	Leave Tree Area <1/4-acre
Sale Boundary Tags	Riparian Mgt Zone	Contours 40-foot
Timber Type Change	Leave Tree Area	Public Land Survey Sections
Leave Tree Tags	Stream Type Break	
Existing Roads	Streams	
Optional Pre-Haul Maintenance	Survey Monument	
Optional Construction	Culvert	
Wetland Mgt Zone	Landing - Proposed	

CRUISE MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



VRH U1: 59 in LTAs <0.25ac, 148 in LTAs >0.25ac, 6 Dispersed
 VRH U2: 10 Dispersed
 VRH U3: 34 in LTAs <0.25ac
 VRH U4: 12 Dispersed
 VRH U5: 14 in LTAs <0.25ac, 308 in LTAs >0.25ac, 5 Dispersed
 VRH U6: 41 in LTAs <0.25ac, 779 in LTAs >0.25ac, 73 Dispersed
 VRH U7: 383 in LTAs <0.25ac

Variable Retention Harvest	Leave Tree Area	Contours 40-foot
Right Of Way	Stream Type Break	Public Land Survey Sections
Sale Boundary Tags	Streams	
Right of Way Tags	Culvert	
Existing Roads	Landing - Proposed	
Optional Construction	Leave Tree Area <1/4-acre	
Forested Wetland	Waste Area	
Riparian Mgt Zone		





FPA/N No: 2423677

Date of Service: 9/16/2024

Reference: Sylvan Pearl #30-103620

Forest Practices Application/Notification Request to Amend Notice of Decision

Decision

- Approved** This request to amend is approved and subject to the conditions listed below.
- Disapproved** This request to amend is disapproved for the reasons listed below.
- Withdrawn** Applicant has withdrawn amendment request.

Conditions on Approval/Reasons for Disapproval

Issued By: Amanda Trujillo

Region: South Puget Sound

Title: Forest Practices District Manager

Date: 9/16/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP

By: *mi Jensen*

Date: 9/16/2024

Appeal Information

The landowner, timber owner, or operator has fifteen (15) calendar days from the date of service to request a Brief Adjudicative Proceeding (BAP) in the presence of the department to review this amendment, otherwise known as Notice to Comply. [RCW 76.09.090\(3\)](#), [WAC 222-46-030\(4\)](#), [WAC 332-08-215\(3\)](#)

Appeal request must:

- Be in writing;
- Include signature(s);
- Include the factual basis for the appeal and the issue to be adjudicated;
- Request must be sent to both of the following:

Department Of Natural Resources South Puget Sound Region	Department of Natural Resource Forest Regulation Division
950 Farman Ave N Enumclaw, WA 98022	1111 Washington Street, SE Olympia, WA 98504 -7012

DNR Declaration of Mailing

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

9/16/2024

(Date)

Enumclaw, WA

(City & State where signed)

(Signature)

Certified Mailing:

- Landowner
- Timber Owner
- Operator



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2423677

Effective Date: 11/6/2023

Expiration Date: 11/6/2026

Shut Down Zone: 659 N

EARR Tax Credit: Eligible Non-eligible

Reference: Sylvan Pearl #30-103620

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: Amanda Trujillo

Region: South Puget Sound Region

Title: Resource Protection Forester

Date: 11/6/2023

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: 

Date: 11/06/2023

Appeal Information

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

You must file your appeal at all three addresses below:

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

Information regarding the Pollution Control Hearings Board can be found at: <https://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, **Julie Antonsen**, caused the Notice of Decision for FPA/N No. **2423677** to be placed in the United States mail at **Olympia, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

11/6/2023
(Date)

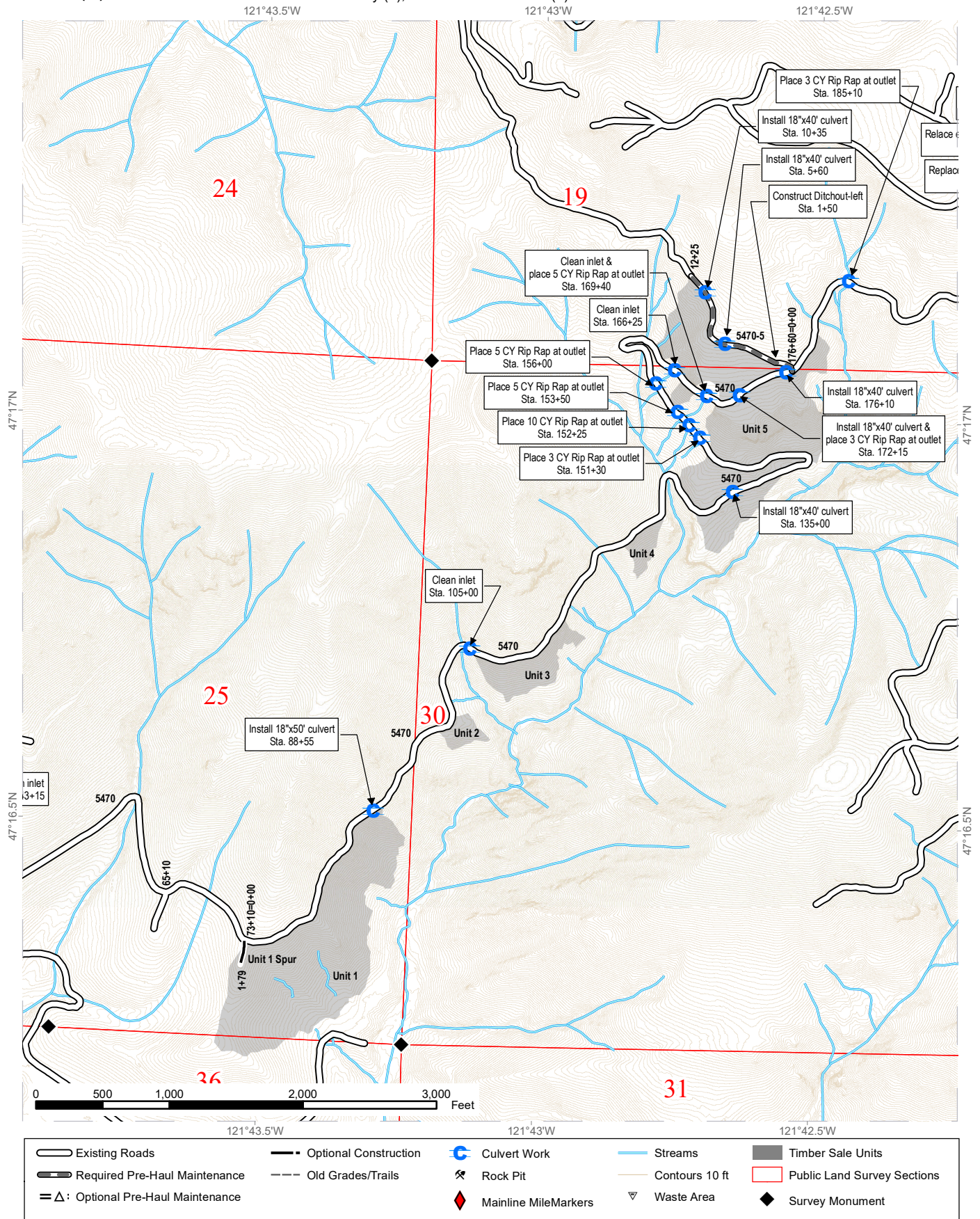
Enumclaw, WA
(City & State where signed)

(Signature)

ROAD WORK MAP 1 of 5

SALE NAME: SYLVAN PEARL
AGREEMENT #: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

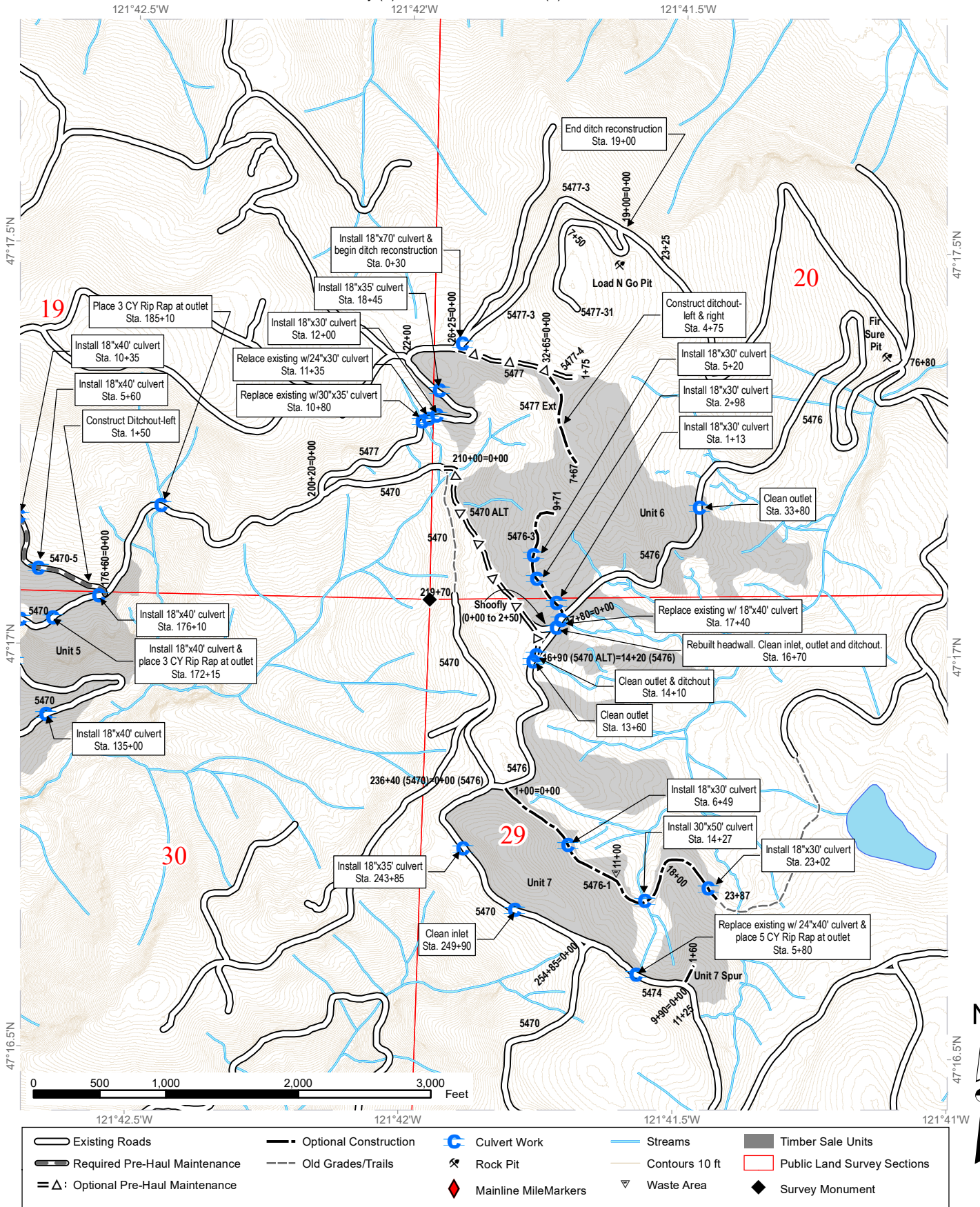
REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



ROAD WORK MAP 2 of 5

SALE NAME: SYLVAN PEARL
AGREEMENT #: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

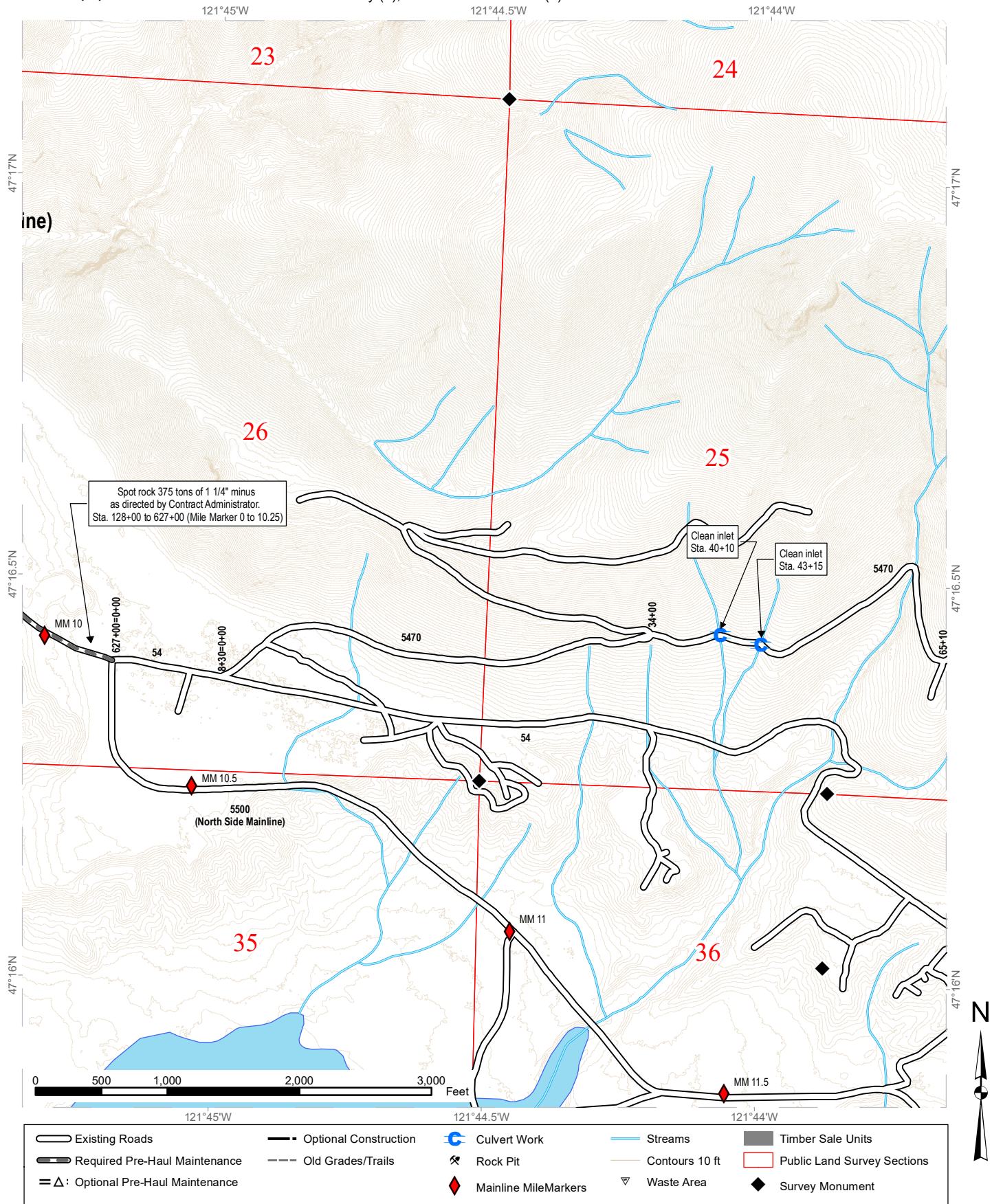
REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



ROAD WORK MAP 3 of 5

SALE NAME: SYLVAN PEARL
AGREEMENT #: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280

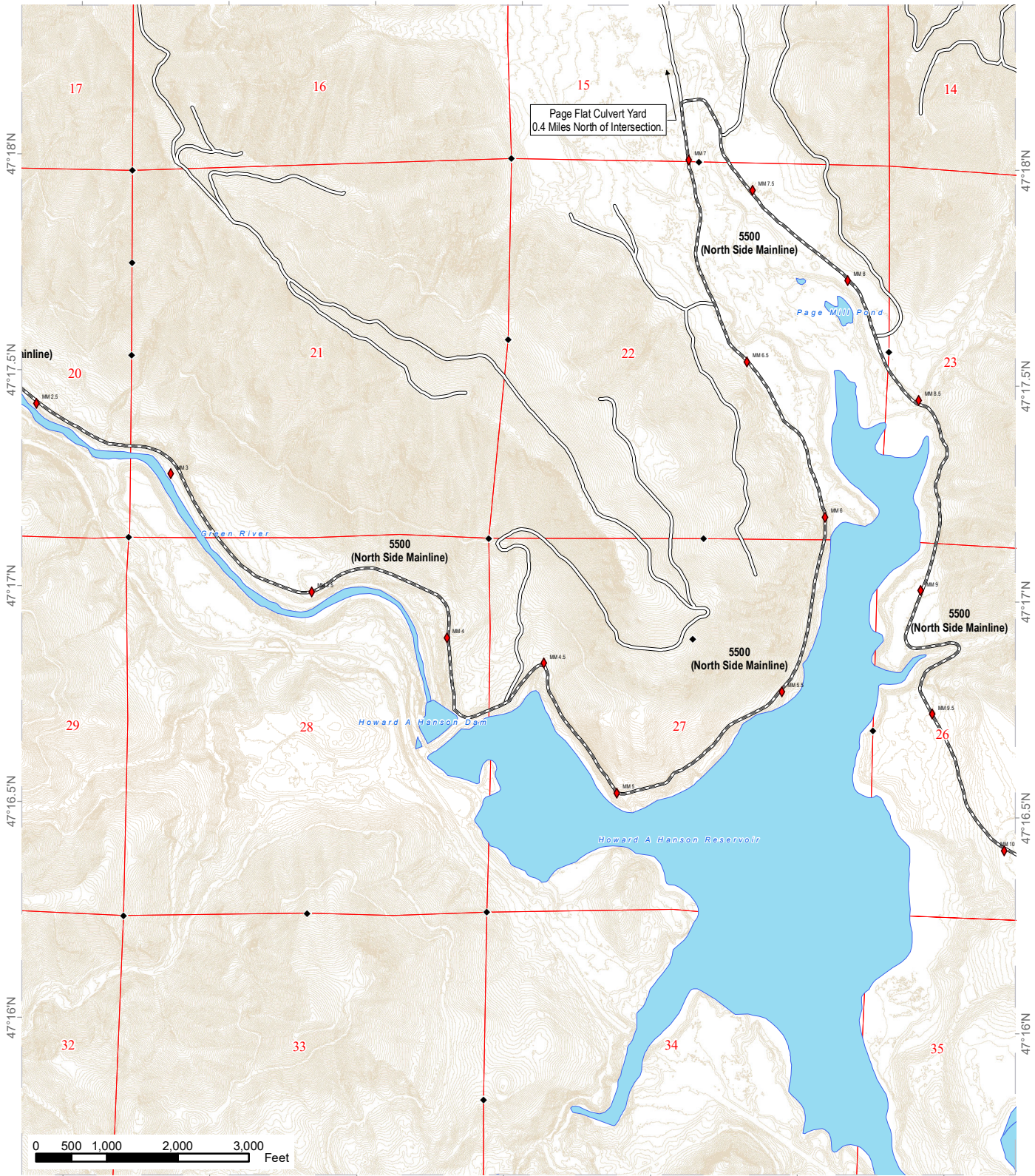


ROAD WORK MAP 4 of 5

SALE NAME: SYLVAN PEARL
AGREEMENT #: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280

121°48.5'W 121°48'W 121°47.5'W 121°47'W 121°46.5'W 121°46'W 121°45.5'W

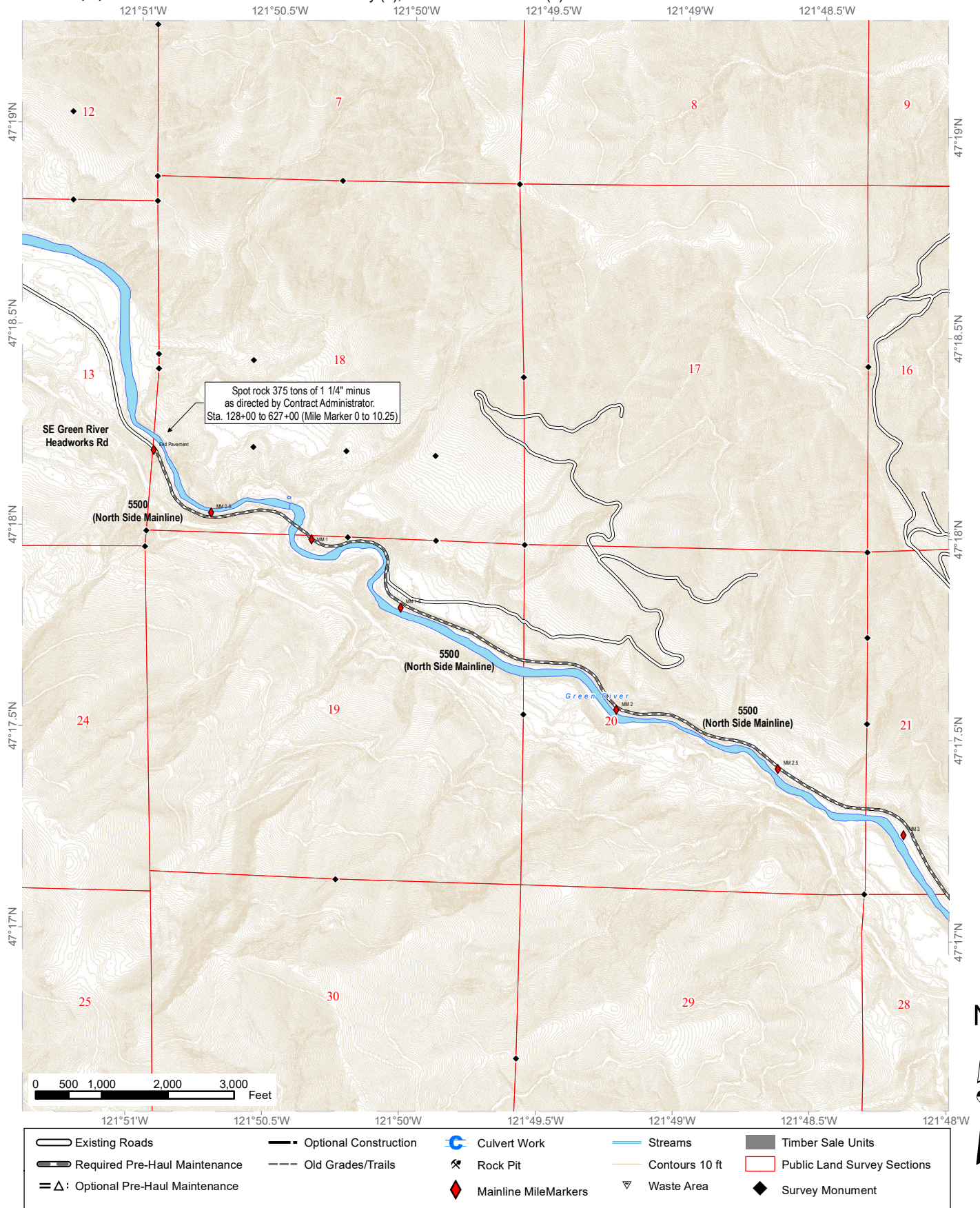


Existing Roads	Optional Construction	Culvert Work	Streams	Timber Sale Units
Required Pre-Haul Maintenance	Old Grades/Trails	Rock Pit	Contours 10 ft	Public Land Survey Sections
Optional Pre-Haul Maintenance	Mainline MileMarkers	Waste Area	Survey Monument	

ROAD WORK MAP 5 of 5

SALE NAME: SYLVAN PEARL
AGREEMENT #: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

SYLVAN PEARL TIMBER SALE ROAD PLAN
KING COUNTY
BLACK DIAMOND UNIT
SOUTH PUGET SOUND REGION

AGREEMENT NO.: 30-103620

DATE: 01 SEPTEMBER 2023

DRAWN & COMPILED BY: J. GARDNER

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>
5500	0+00 to 627+00	Pre-haul maintenance
5470	40+05 to 40+15	Pre-haul maintenance
5470	43+10 to 43+20	Pre-haul maintenance
5470	88+30 to 88+80	Pre-haul maintenance
5470	104+95 to 105+05	Pre-haul maintenance
5470	134+75 to 135+25	Pre-haul maintenance
5470	151+25 to 151+35	Pre-haul maintenance
5470	152+20 to 152+30	Pre-haul maintenance
5470	153+45 to 153+55	Pre-haul maintenance
5470	155+95 to 156+05	Pre-haul maintenance
5470	166+20 to 166+30	Pre-haul maintenance
5470	169+35 to 169+45	Pre-haul maintenance
5470	171+90 to 172+40	Pre-haul maintenance
5470	175+85 to 176+35	Pre-haul maintenance
5470	185+05 to 185+15	Pre-haul maintenance
5470	243+60 to 244+10	Pre-haul maintenance
5470	249+85 to 249+95	Pre-haul maintenance
5470-5	0+00 to 12+25	Pre-haul maintenance
5474	5+55 to 6+05	Pre-haul maintenance
5476	13+55 to 13+65	Pre-haul maintenance
5476	14+05 to 14+15	Pre-haul maintenance

5476	16+65 to 16+75	Pre-haul maintenance
5476	17+15 to 17+65	Pre-haul maintenance
5476	33+75 to 33+85	Pre-haul maintenance
5476-1	0+00 to 23+87	Abandonment – if constructed
5476-3	0+00 to 9+71	Abandonment – if constructed
5477	10+55 to 12+25	Pre-haul maintenance
5477-3	0+00 to 19+00	Pre-haul maintenance

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
5470 Alt	0+00 to 16+90	Pre-haul maintenance
5476-1	0+00 to 23+87	Construction
5476-3	0+00 to 9+71	Construction
5477	0+00 to 32+65	Pre-haul maintenance
5477 Ext	0+00 to 7+67	Construction
5477-4	0+00 to 1+75	Pre-haul maintenance
Unit 1 Spur	0+00 to 1+79	Construction
Unit 7 Spur	0+00 to 1+60	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to.

- Clearing;
- Grubbing;
- Right-of-way debris disposal;
- Excavation and/or embankment to subgrade;
- Acquisition and installation of drainage structures;
- Acquisition, manufacture, and application of rock.

0-6 PRE-HAUL MAINTENANCE

Pre-haul maintenance includes, but is not limited to.

- Clearing roads of brush and sub-mature trees;
- Ditch construction/reconstruction;
- Rip Rap energy dissipator placement;
- Culvert maintenance;
- Acquisition and installation of drainage structures;
- Acquisition, manufacture, and application of rock.

0-7 POST-HAUL MAINTENANCE

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE9-5 .

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop existing rock sources. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

- 5. Standard Lists.
- 6. Standard Details.
- 7. Road Work maps.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

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:

- Construction: Orange ribbon tied at eye-height along centerline, with orange pin flags marking centerline.

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

On the following road(s), Purchaser shall notify the Contract Administrator a minimum of 7 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
5500	0+00 to 627+00

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
- Haul approval

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:

- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.

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

1-31 SPEED LIMITS

On the following road, speeds are limited to 35 mph.

<u>Road</u>	<u>Stations</u>
5500	0+00 to 627+00

1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

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

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

1-33 SNOW PLOWING RESTRICTION

On all except the following road(s), snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
5500	0+00 to 627+00

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

<u>Road</u>	<u>Stations</u>
5500	0+00 to 627+00
54	0+00 to 8+30

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
5470-5	0+00 to 12+25	Grade existing road prior to the application of rock.

2-6 CLEANING CULVERTS

On the following road(s), Purchaser shall clean the inlets and/or outlets of the listed culverts before timber haul.

<u>Road</u>	<u>Stations</u>
5470	40+10, 43+15, 105+00, 166+25, 169+40, & 249+90
5476	13+60, 14+10, 16+70, & 33+80

2-8 MAINTAINING EROSION CONTROL STRUCTURES

On the following road(s), Purchaser shall clean and maintain all erosion control structures. Work must be completed before timber haul. Excavated material must be scattered outside the grubbing limits.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
5470	151+30	Place 3 CY of Rip Rap at outlet
5470	152+25	Place 10 CY of Rip Rap at outlet
5470	153+50	Place 5 CY of Rip Rap at outlet
5470	156+00	Place 5 CY of Rip Rap at outlet
5470	169+40	Place 5 CY of Rip Rap at outlet
5470	172+15	Place 3 CY of Rip Rap at outlet
5470	185+10	Place 3 CY of Rip Rap at outlet
5470-5	1+50	Construct ditchout-left
5474	5+80	Place 5 CY of Rip Rap at outlet
5476	14+10	Steepen and extend ditchout-right to provide for positive drainage
5476	16+70	Steepen and extend ditchout-right to provide for positive drainage. Rebuild headwall.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-3 BRUSHING ALTERNATIVE

On the following road(s), Purchaser may remove vegetative material up to 4 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Cutting, pulling, digging, pushing over, and other non-cutting methods of vegetation removal may be used for brushing. Excavator buckets, log loaders, dozers and similar equipment may be used. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
5470 Alt	0+00 to 16+90
5477	26+25 to 32+65
5477-4	0+00 to 1+75

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.
- Against standing trees.

3-10 GRUBBING

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- 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. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

SECTION 4 – EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. In addition, the following actions must be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment except as designed:

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

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

4-7 SHAPING CUT AND FILL SLOPE

Purchaser shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

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

4-22 TURNAROUNDS

Turnarounds must be no larger than 30 feet long and 30 feet wide.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

On the following road(s), 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.

<u>Road</u>	<u>Stations</u>
5476-1	18+00 to 23+87
5476-3	0+00 to 9+71
5477 Ext	0+00 to 7+67
5477-3	0+30 to 19+00
Unit 7 Spur	0+00 to 1+60

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 scattered outside the grubbing limits.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified in the table below and as needed. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor

and must have excavation backslopes no steeper than a 1:1 ratio. L or R denotes ditchout left or ditchout right oriented as if facing in the direction of stationing increasing.

<u>Road</u>	<u>Stations</u>	<u>L or R</u>
5470-5	1+50	L
5476-3	1+13	R
5476-3	5+20	R
5477 Ext	4+75	L & R

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in areas identified or approved by the Contract Administrator. Additional waste areas may also be identified or approved by the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>
5476-1	11+00	On downhill (north) side of road

4-38 PROHIBITED WASTE DISPOSAL AREAS

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

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- On road prisms or turn-arounds
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

4-48 NATIVE MATERIAL

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

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. A plate compactor must be used for embankment segments too narrow to accommodate equipment. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

4-61 SUBGRADE COMPACTION

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-5 CULVERTS

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

5-6 CULVERT TYPE

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

5-7 USED CULVERT MATERIAL

On the following road(s), Purchaser may install used culverts. All other roads must have new culverts installed. Purchaser may install culverts made of steel, aluminum, or plastic in accordance with Clauses 10-15 through 10-24.

<u>Road</u>	<u>Stations</u>
5476-1	0+00 to 23+87
5476-3	0+00 to 9+71

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT AND DRAINAGE LIST that are not installed will become the property of the state. Purchaser shall stockpile materials at the Page Flats Culvert Yard Pit (SE¼ NW¼ Section 05 T21R08E).

5-13 CONTINGENCY CULVERTS

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

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	18" x 30' culvert
	18" x 30' culvert
	18" culvert band

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point.

5-20 ENERGY DISSIPATERS

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

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE LIST. Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet.

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT AND DRAINAGE LIST. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 15 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Purchaser. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source(s), a joint operating plan must be developed. All parties shall follow this plan. Purchaser shall notify the Contract Administrator a minimum of 7 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Load N Go Pit	SE¼ NW¼ Section 20 T21R09E	2-Inch Minus, 4-Inch In Place
Fir Sure Pit	NW¼ SE¼ Section 20 T21R09E	Quarry Spalls, Light Loose Rip Rap

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written PIT DEVELOPMENT PLAN(s) prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the PIT DEVELOPMENT PLAN(s), and approved in writing by the Contract Administrator.

<u>Source</u>	<u>Location</u>
Load N Go Pit	SE¼ NW¼ Section 20 T21R09E
Fir Sure Pit	NW¼ SE¼ Section 20 T21R09E

6-12 ROCK SOURCE SPECIFICATIONS

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

- Pit walls may not be undermined or over steepened.
- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- All vehicle access to the top of the pit faces must be blocked.

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Purchaser shall notify the Contract Administrator a minimum of 7 calendar days before blasting operations.
- Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator 7 calendar days before any drilling.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-20 ROCK CRUSHING OPERATIONS

Rock crushing operations must conform to the following specifications:

Rock crushing operations must conform to the following specifications:

- Operations and placement of oversize material must be conducted in or near the rock source site.
- Purchaser shall produce sieve analysis for crushing operations every 500 yards for 2-INCH MINUS.
- Purchaser may use a commercial testing lab to produce sieve analyses.

6-21 IN-PLACE PROCESSING

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

6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 75% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

6-23 ROCK GRADATION TYPES

Purchaser shall provide or manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when prior to haul approval being issued.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	25 - 45%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	7.5% max.

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

6-30 2-INCH MINUS CRUSHED ROCK

% Passing 2" square sieve	100%
% Passing 1" square sieve	65 - 85%
% Passing U.S. #4 sieve	26 - 39%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

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

6-38 4-INCH IN-PLACE ROCK

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

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 50 percent of rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension.

6-43 QUARRY SPALLS

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

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

6-50 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 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 depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are compacted yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction, unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION. Rock specified in Clause 6-76 MAINLINE REPLACEMENT ROCK will be complied by load ticket.

6-65 ROCK STOCKPILE LOCATION

Purchaser shall stockpile rock as listed below. Rock stockpiles must be in accordance with Clause 6-67 ROCK STOCKPILE SPECIFICATIONS.

<u>Rock Source</u>	<u>Rock Type</u>	<u>Quantity (c.y.)</u>	<u>Stockpile Location</u>
Load N Go	2-Inch Minus	3000	As shown on Load N Go Development Plan

6-67 ROCK STOCKPILE SPECIFICATIONS

Rock stockpiles listed in Clause 6-65 ROCK STOCKPILE LOCATION must meet the following specifications:

Before placing aggregates upon the stockpile site, the site must be cleared of vegetation, trees, stumps, brush, rocks, or other debris and the ground leveled to a smooth, firm, uniform surface. When completed, the stockpile must be neat and regular in shape.

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction on new roads and road grading on existing roads before rock application.

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width.

6-73 ROCK FOR WIDENED PORTIONS

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

6-75 OPTIONAL ROCK EXCEPTION

On the following roads, Purchaser may provide and place less rock than shown on the ROCK LIST.

<u>Road</u>	<u>Stations</u>
5476-1	0+00 to 13+27 & 15+27 to 23+87
5476-3	0+00 to 9+71
5477 Ext	0+00 to 7+67
Unit 1 Spur	0+00 to 1+79
Unit 7 Spur	0+00 to 1+60

6-76 MAINLINE ROCK REPLACEMENT

On the following road(s), Purchaser shall apply 1-1/4 Inch Minus spot rock in accordance with the quantities shown on the ROCK LIST as directed by Contract Administrator. Purchaser shall provide load tickets to the Contract Administrator.

<u>Road</u>	<u>Location</u>	<u>Rock Type</u>
5500 (North Side Mainline)	0+00 (MM 0) to 627+00 (MM 10¼)	1-1/4 Inch Minus

SECTION 7 – STRUCTURES

7-5 STRUCTURE DEBRIS

Purchaser shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structures(s) must be removed from state land. Purchaser shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately, and placed in the site(s) designated for stockpiling or disposal. Purchaser shall retrieve all material carried downstream from the jobsite.

7-57 CULVERT SHAPE CONTROL

Purchaser shall monitor the culvert shape during backfill and compaction. Special attention must be paid to maintaining the structure’s rise dimensions, concentricity, and smooth uniform curvature. If compaction methods are resulting in peaking or deflection of the culvert, Purchaser shall modify the compaction method to achieve the appropriate end result.

SECTION 8 – EROSION CONTROL

8-15 REVEGETATION

On the following road(s), Purchaser shall spread grass seed and a layer of straw on all exposed soils resulting from road work activities. Purchaser shall revegetate during the first available opportunity after road work is completed.

<u>Road</u>	<u>Location</u>	<u>Quantity</u>	<u>Type</u>
5474	5+55 to 6+05	50 lbs/acre	Pasture Mix
5476-1	13+87 to 14+67	50 lbs/acre	Pasture Mix
5477	10+40 to 12+15	50 lbs/acre	Pasture Mix

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the Pasture Mix grass seed and straw.

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
5476-1	0+00
5476-3	0+00

9-2 CULVERT REMOVAL FROM LIVE STREAM

If constructed, on the following road(s), Purchaser shall remove culvert from live streams and leave the resulting channel open with excavation slope and excavated channel width as specified. End haul excavated material to waste area designated in Clause 4-37 WASTE AREA LOCATION.

<u>Road</u>	<u>Stations</u>	<u>Excavated Channel Width</u>	<u>Slope Ratio</u>
5476-1	14+27	16 feet	2H:1V

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.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
5470	73+10 to 89+25, 96+75 to 98+45, 105+00 to 113+50, 121+25 to 124+90, 129+00 to 150+00, 154+00 to 154+70, 163+60 to 180+00, 236+40 to 254+85	Purchaser shall clean/reshape ditches, headwalls, and catchbasins. Work must be completed after timber haul is finished and must be done in accordance with the dimensions on the TYPICAL SECTION SHEET. All logging debris shall be removed. Pulling ditch material across the road or mixing in with the road surfaces is not allowed.
5470 Alt	1+60 to 16+90	
5470-5	0+00 to 12+25	
5051	0+00 to 3+50	
5474	0+00 to 11+25	
5476	0+00 to 35+00	
5477	12+10 to 32+65	
5477 Ext	0+00 to 7+67	
5477-4	0+00 to 1+75	
Shoofly	0+00 to 2+50	
Unit 1 Spur	0+00 to 1+79	
Unit 7 Spur	0+00 to 1+60	

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
5476-1	0+00 to 23+87
5476-3	0+00 to 9+71

9-22 ABANDONMENT

- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 200 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.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Remove stream culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1.5:1.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

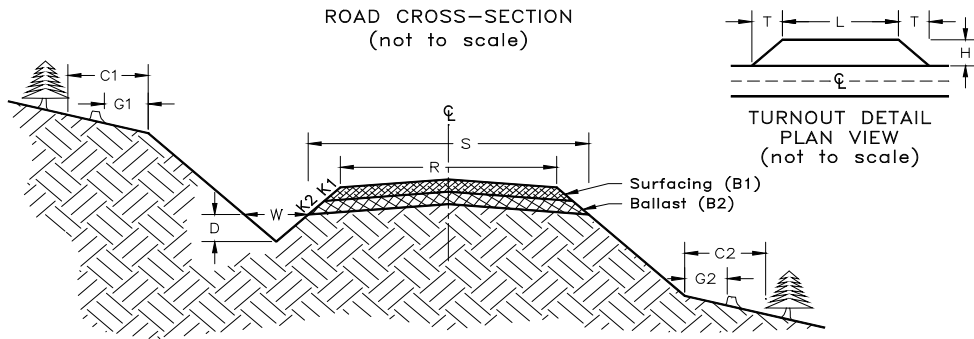
10-17 CORRUGATED PLASTIC CULVERT

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

10-22 PLASTIC BAND

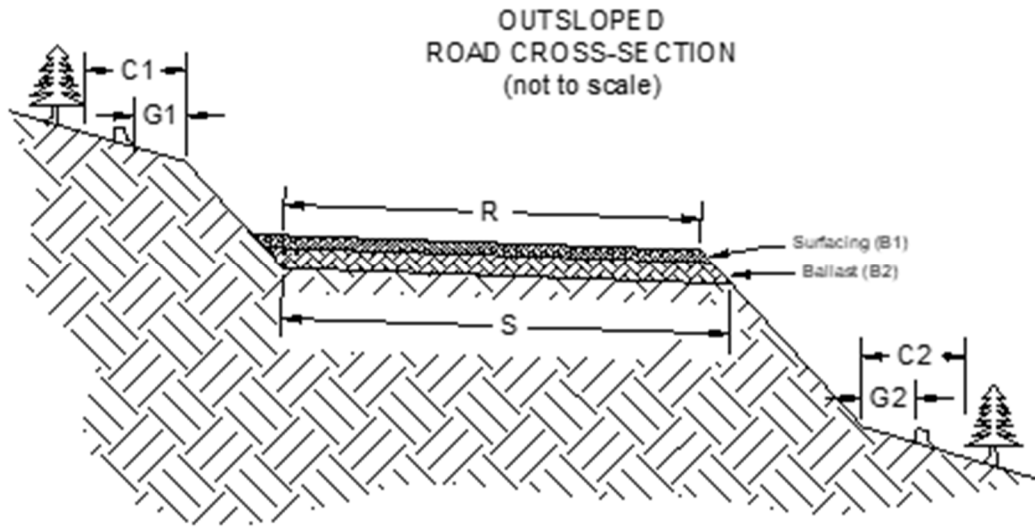
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe joint.

TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio	Fill Slope Ratio
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
				S	R	W	D						Clause	Clause
5500 (North Side Mainline)	0+00	627+00	A	-	18	3	1	4	-	-	-	-	4-5	4-6
54	0+00	8+30	C	-	16	3	1	4	-	-	-	-	4-5	4-6
5470	0+00	210+00	A	-	14	3	1	4	-	-	-	-	4-5	4-6
5470	236+40	254+85	A	-	14	3	1	4	-	-	-	-	4-5	4-6
5470 Alt	0+00	16+90	A	-	14	3	1	4	-	-	-	-	4-5	4-6
5470-5	0+00	12+25	C	-	14	3	1	4	-	-	-	-	4-5	4-5
5474	0+00	11+25	A	-	14	3	1	4	-	-	-	-	4-5	4-6
5476	0+00	76+80	A	-	14	3	1	4	-	-	-	-	4-5	4-6
5476-1	14+00	14+50	C	17	14	3	1	4	2	2	tags	tags	4-5	4-6
5476-1	18+00	23+87	C	17	14	3	1	4	2	2	5	5	4-5	4-6
5476-3	0+00	9+71	C	17	14	3	1	4	2	2	5	5	4-5	4-6
5477	0+00	32+65	C	-	14	3	1	4	-	-	-	-	4-5	4-6
5477 Ext	0+00	7+67	C	17	14	3	1	4	2	2	5	5	4-5	4-6
5477-3	0+00	23+25	A	-	14	3	1	4	-	-	-	-	4-5	4-6
5477-31	0+00	7+50	A	-	14	3	1	4	-	-	-	-	4-5	4-6
5477-4	0+00	1+75	C	-	14	3	1	4	-	-	-	-	4-5	4-6
Shoofly	0+00	2+50	C	-	14	3	1	4	-	-	-	-	4-5	4-6
Unit 1 Spur	0+00	1+79	C	17	14	3	1	4	-	-	-	-	4-5	4-6
Unit 7 Spur	0+00	1+60	C	17	14	3	1	4	-	-	-	-	4-5	4-6

TYPICAL SECTION SHEET



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio	Fill Slope Ratio
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
				S	R	W	D		G1	G2	C1	C2	Clause	Clause
5476-1	0+00	13+10	C	16	14	-	-	outslope	2	2	5	5	4-5	4-6
5476-1	13+10	14+00	C	16	14	-	-	outslope	2	2	5	5	tags	tags
5476-1	14+50	16+05	C	16	14	-	-	outslope	2	2	5	5	tags	tags
5476-1	16+05	18+00	C	16	14	-	-	outslope	2	2	5	5	4-5	4-6

ROCK LIST (page 1 of 2)

BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2	4-Inch In-Place				L	H	T
5476-1*	0+00	13+27	1 ½:1	12"	62	13.27	823				
5476-1	13+27	15+27	1 ½:1	12"	62	2.00	124				
5476-1*	15+27	23+87	1 ½:1	12"	62	8.60	533				
5476-3*	0+00	9+71	1 ½:1	12"	62	9.71	602				
5477 Ext*	0+00	7+67	1 ½:1	12"	62	7.67	476				
Unit 1 Spur*	0+00	1+79	1 ½:1	12"	62	1.79	111				
Unit 7 Spur*	0+00	1+60	1 ½:1	12"	62	1.60	99				
Landing Rock*							4000				
					Quarry Spalls & Rip Rap						
Culvert Headwalls and Dissipaters							45				
Light Loose Rip Rap							48				

4-Inch In-Place Total __6768__ Cubic Yards
 Quarry Spalls & Rip Rap Total __93__ Cubic Yards
 Ballast Total __6861__ Cubic Yards

* Optional Rock: Purchaser is allowed the following rock depths from State owned rock sources, but application of rock is not required.

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement. **Apply appropriate factors to determine loose amounts for estimating purposes.**

ROCK LIST (page 2 of 2)

SURFACE

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	CY Subtotal	Rock Source
			K1	B1	1 ¼ INCH MINUS			
5500 (North Side Mainline)	0+00	627+00	1 ½:1	Spot Rock as per Clause 6-76.			375 Tons	Commercial
					2 INCH MINUS			
5470	88+30	88+80	1 ½:1				10	
5470	134+75	135+25	1 ½:1				10	
5470	171+90	172+40	1 ½:1				10	
5470	175+85	176+35	1 ½:1				10	
5470	243+60	244+10	1 ½:1				20	
5470-5	0+00	12+25	1 ½:1	6"	28	12.25	343	
5474	5+55	6+05	1 ½:1				20	
5476	17+15	17+65	1 ½:1				20	
5477	10+55	12+25	1 ½:1	6"	28	1.70	48	
5477-3	0+05	0+55	1 ½:1				30	
Stockpile							3000	Load N Go Pit

1¼ Inch Minus 375 Tons
2-Inch Minus 3521 Cubic Yard

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement. **Apply appropriate factors to determine loose amounts for estimating purposes.**

COMPACTION LIST

Road	From Station	To Station	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
5500 (North Side Mainline)	0+00	627+00	Surfacing	4"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5470	0+00	210+00	Surfacing	6"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5470	236+40	254+85	Surfacing,	6"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5470-5	0+00	12+25	Subgrade,	6"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5474	0+00	11+25	Surfacing	6"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5476	0+00	76+80	Surfacing	6"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5476-1	0+00	23+87	Subgrade, Surfacing	12"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5476-3	0+00	9+71	Subgrade, Surfacing	12"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5477	0+00	32+65	Subgrade, Surfacing	6"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5477 Ext	0+00	7+67	Subgrade, Surfacing	12"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5
5477-3	0+00	23+25	Surfacing	6"	Smooth Drum Vibratory Roller	14,000	3 low freq. vibrate on	3.5

CULVERT AND DRAINAGE LIST (page 1 of 3)

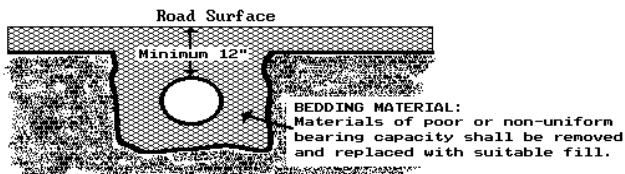
Road Number	Location	Culvert		Length (ft)			Riprap (C.Y.)			Backfill Material*	Placement Method*	Const. Staked*	Remarks
		Dia. (in)	Type	Culvert	Downspt	Flume	Inlet	Outlet	Type				
5470	40+10	36										Clean Inlet T4 Stream	
5470	43+15	36						3	LL			Clean Inlet T4 Stream	
5470	88+55	18	PD	50			1	1.5	QS	NT			
5470	105+00	18										Clean Inlet	
5470	135+00	18					1	1.5	QS	NT			
5470	151+30	24						3	LL			Place Rip Rap at outlet as Energy Dissipator	
5470	152+25	24						10	LL			Place Rip Rap at outlet as Energy Dissipator	
5470	153+50	24						5	LL			Place Rip Rap at outlet as Energy Dissipator	
5470	156+00	24						5	LL			Place Rip Rap at outlet as Energy Dissipator	
5470	166+25	18										Clean Inlet	
5470	169+40	18						5	LL			Clean Inlet & Place Rip Rap at outlet as Energy Dissipator	
5470	172+15	18	PD	30			1	3	QS-inlet LL-outlet	NT		Place Rip Rap at outlet as Energy Dissipator	

- PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648
- AS10 = Aluminized Steel AASHTO No. M274, 10 Gauge
- TEMP = Temporary Culvert

Key:

- QS - Quarry Spalls
- SR - Shot Rock
- NT - Native (bank run)
- SPR - Select Pit Run
- LL - Light Loose Rip Rap
- HL - Heavy Loose Riprap
- Flume - Half round pipe
- Downsput - Full round pipe

CULVERT BACKFILL AND BASE PREPARATION
(For culverts less than 36")



CULVERT AND DRAINAGE LIST (page 2 of 3)

Road Number	Location	Culvert		Length (ft)			Riprap (C.Y.)			Backfill Material*	Placement Method*	Const. Staked*	Remarks
		Dia. (in)	Type	Culvert	Downspt	Flume	Inlet	Outlet	Type				
5470	176+10	18	PD	40			1	1.5	QS	NT			
5470	185+10	24						3	LL				Place Rip Rap at outlet as Energy Dissipator
5470	243+85	18	PD	35			1	1.5	QS	NT			
5470	249+90	18											Clean Inlet
5470-5	1+50												Construct Ditchout-left
5470-5	5+60	18	PD	40			1	1.5	QS	NT			
5470-5	10+35	18	PD	40			1	1.5	QS	NT			
5474	5+80	24	PD	40			1	5	QS-inlet LL-outlet	NT			Replace Existing. Place Rip Rap at outlet as Energy Dissipator
5476	13+60	18											Clean Outlet
5476	14+10	18											Clean Outlet & Ditchout
5476	16+70	18											Rebuilt Headwall & Clean: Inlet, Outlet and Ditchout
5476	17+40	18	PD	40			1	1.5	QS	NT			Replace Existing.
5476	33+80	18											Clean Outlet

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

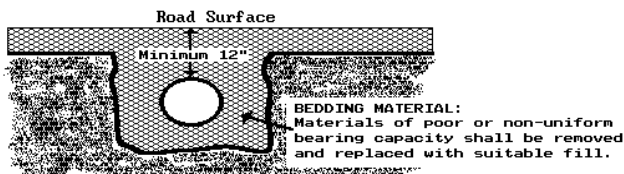
AS10 = Aluminized Steel AASHTO No. M274, 10 Gauge

TEMP = Temporary Culvert

Key:

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

CULVERT BACKFILL AND BASE PREPARATION
(For culverts less than 36")



CULVERT AND DRAINAGE LIST (page 3 of 3)

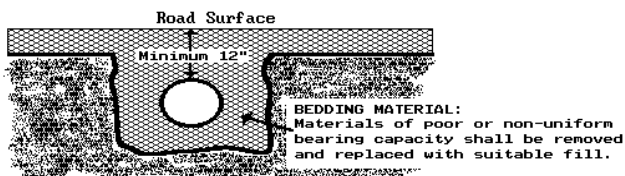
Road Number	Location	Culvert		Length (ft)			Riprap (C.Y.)			Backfill Material*	Placement Method*	Const. Staked*	Remarks
		Dia. (in)	Type	Culvert	Downspt	Flume	Inlet	Outlet	Type				
5476-1	6+49	18	TEMP	30			1	1.5	QS	NT			
5476-1	14+27	30	TEMP	50			3	3	LL	NT			T4 Stream
5476-1	23+02	18	TEMP	30			1	1.5	QS	NT			
5476-3	1+13	18	TEMP	30			1	1.5	QS	NT			Construct Ditchout
5476-3	2+98	18	TEMP	30			1	1.5	QS	NT			
5476-3	5+20	18	TEMP	30			1	1.5	QS	NT			Construct Ditchout
5477	10+80	30	PD	35			1	1.5	QS	NT			Replace Existing T4 Stream
5477	11+35	24	PD	30			1	1.5	QS	NT			Replace Existing
5477	12+00	18	PD	30			1	1.5	QS	NT			
5477	18+45	18	PD	35			1	1.5	QS	NT			
5477-3	0+30	18	PD	70			1	1.5	QS	NT			
As directed by CA		18	PD	30			1	1.5	QS	NT			Contingency Culverts & Band
		18	PD	30									
		18	Polly	Band									

- PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648
 AS10 = Aluminized Steel AASHTO No. M274, 10 Gauge
 TEMP = Temporary Culvert

Key:

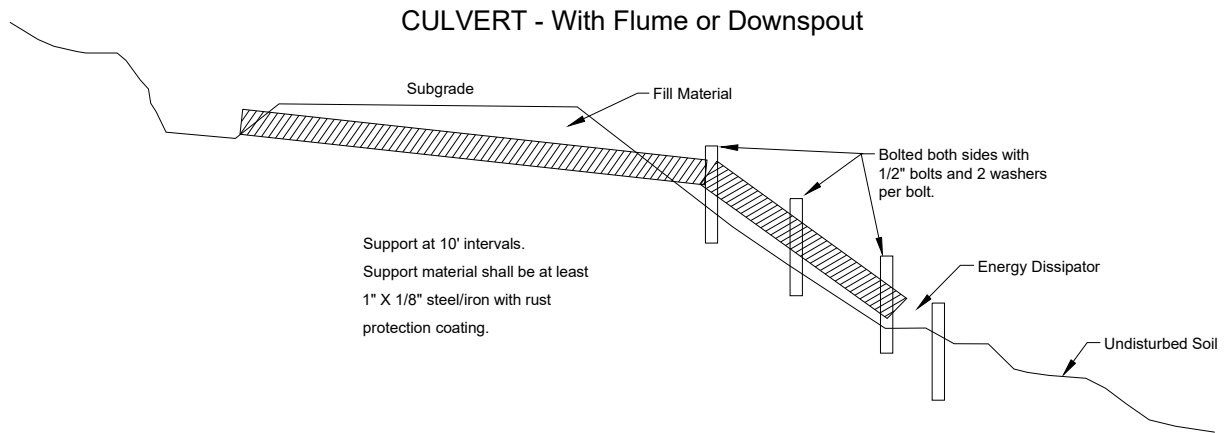
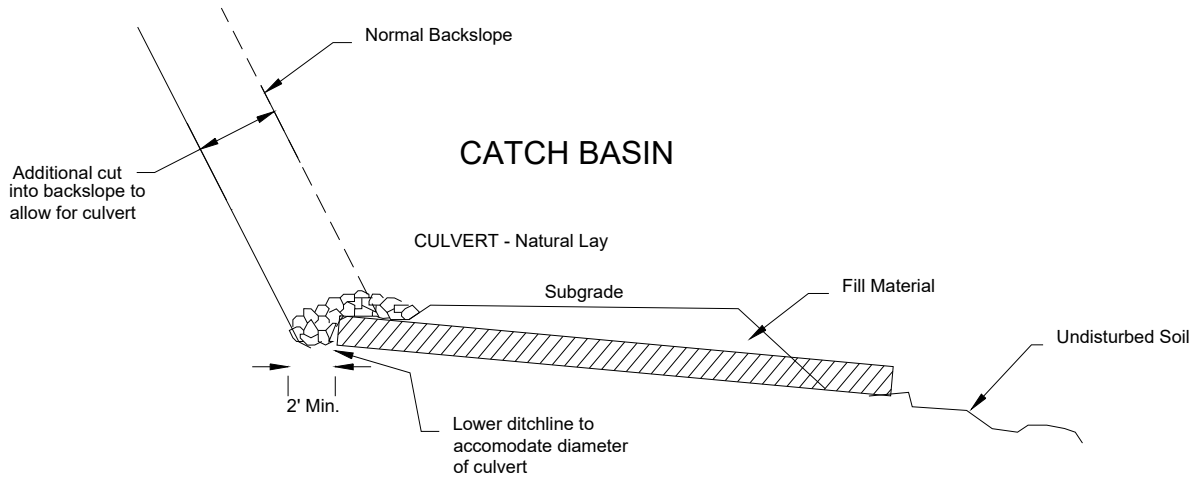
- QS - Quarry Spalls
- SR - Shot Rock
- NT - Native (bank run)
- SL - Select Fill
- LL - Light Loose Rip Rap
- HL - Heavy Loose Riprap
- Flume - Half round pipe
- Downsput - Full round pipe

CULVERT BACKFILL AND BASE PREPARATION
(For culverts less than 36")



CULVERT AND DRAINAGE SPECIFICATION DETAIL

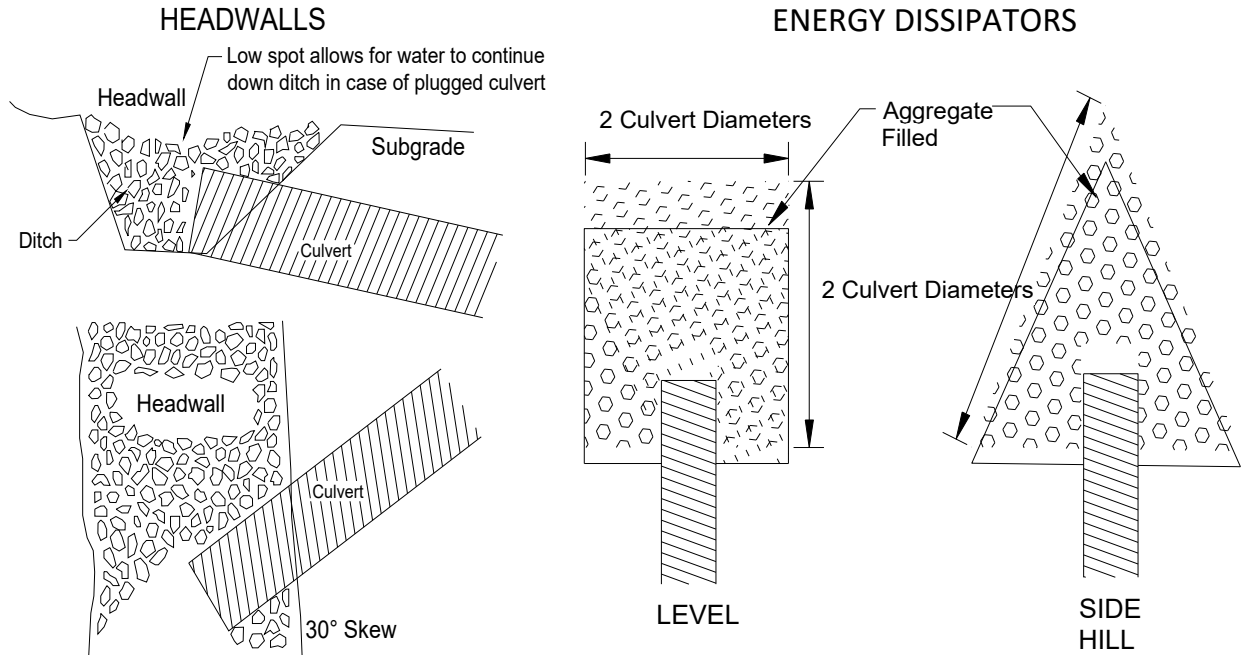
(Page 1 of 3)



CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 3)

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



Headwalls to be constructed of material that will resist erosion.

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

CULVERT AND DRAINAGE SPECIFICATION DETAIL

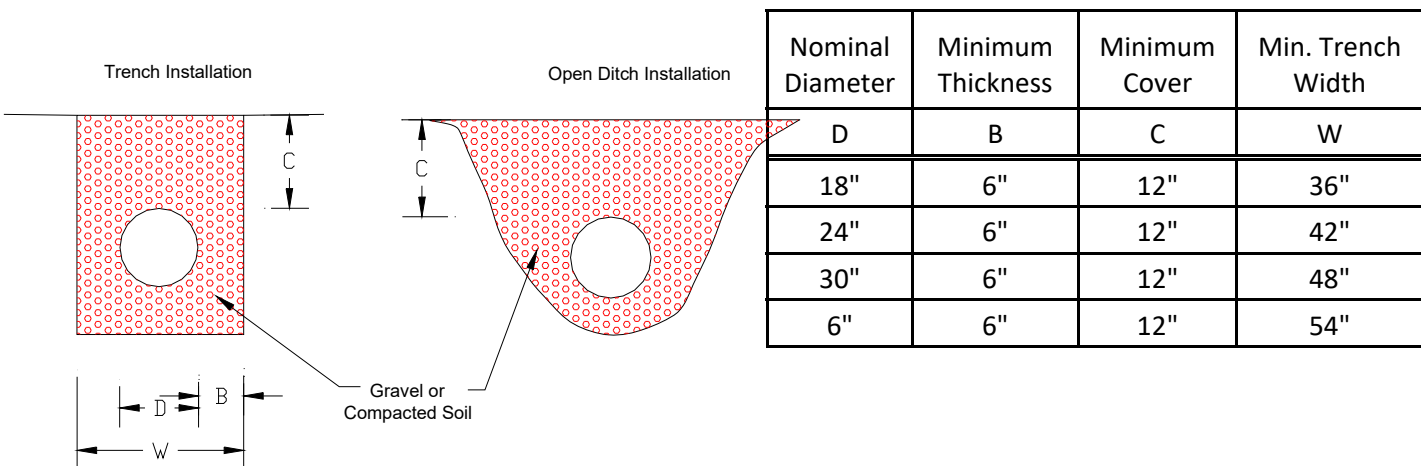
(Page 3 of 3)

POLYETHYLENE PIPE INSTALLATION

INSTALLATION REQUIREMENTS:

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

MINIMUM DIMENSIONS Trench or Open Ditch Installation



FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the construction materials. Remove slides up to 100 cubic yards in volume from ditches and the roadway. Repair fill-failures with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 2 of 2

Preventative Maintenance

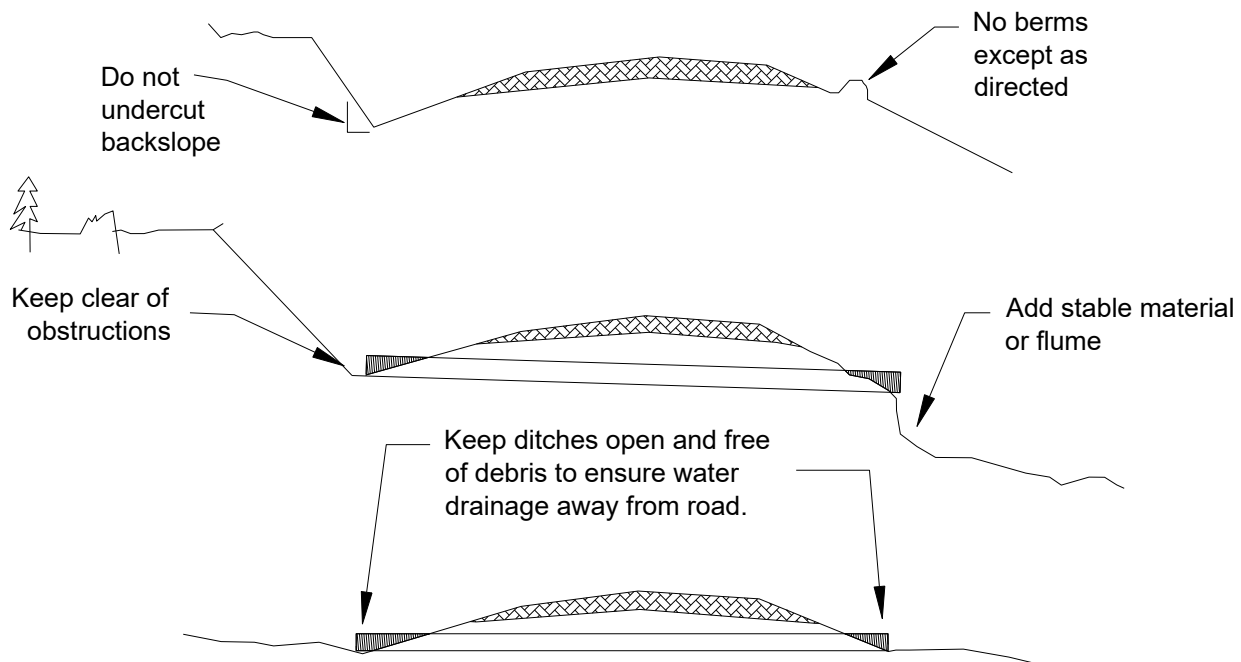
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

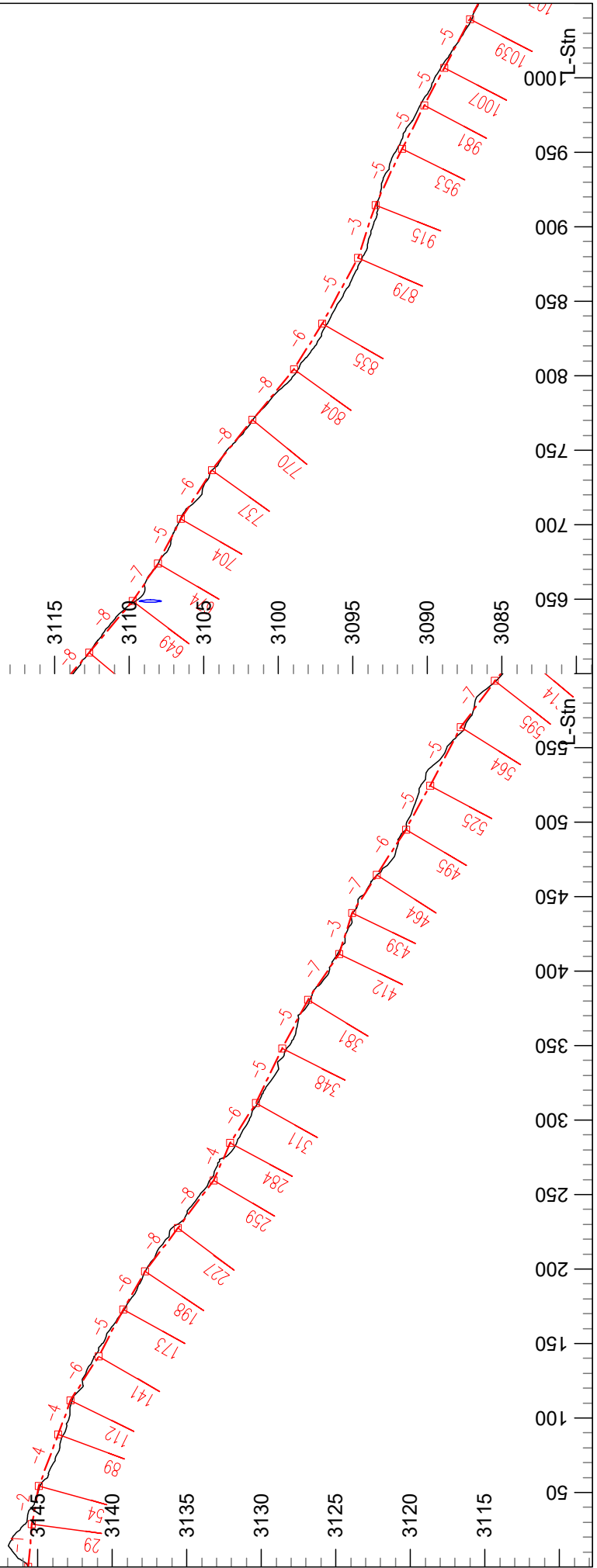
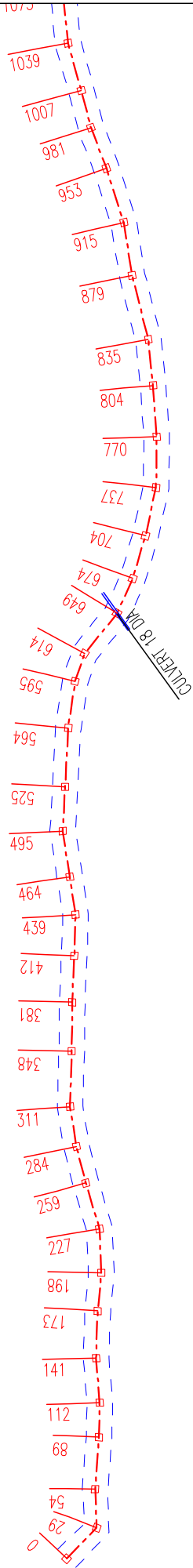
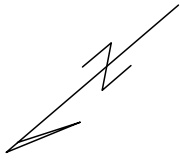
Termination of Use or End of Season

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

Debris

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



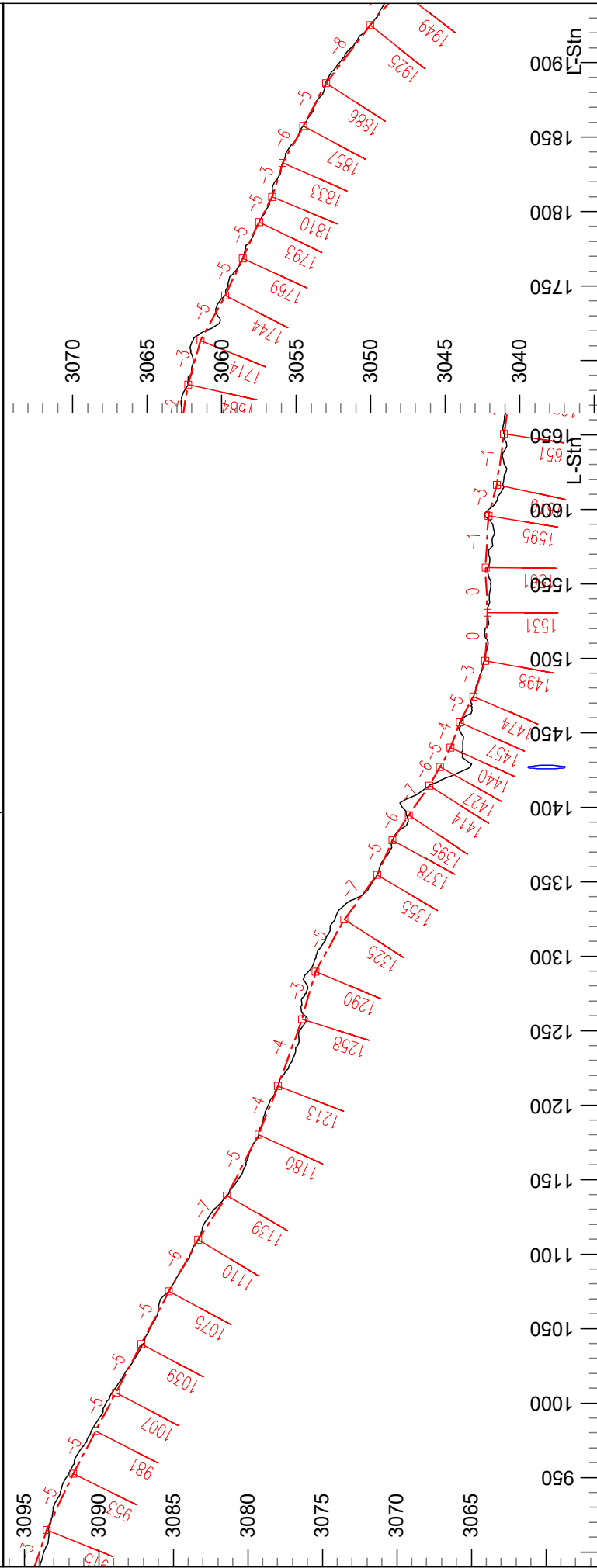
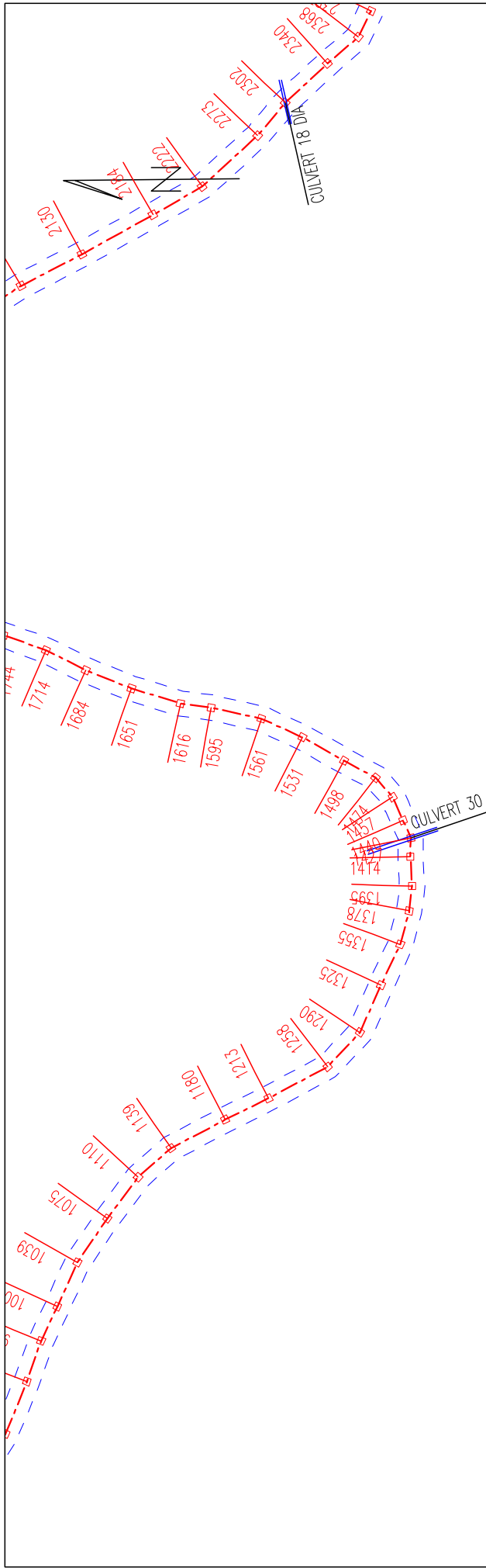


Engineer: J. Gardner
23/08/18

Plan Scale 1:1200
Profile Vert Scale 1:120
Profile Horz Scale 1:1200



Sylvan Pearl Timber Sale
5476-1
Contract #: 30-103620
Remote design using LiDAR data

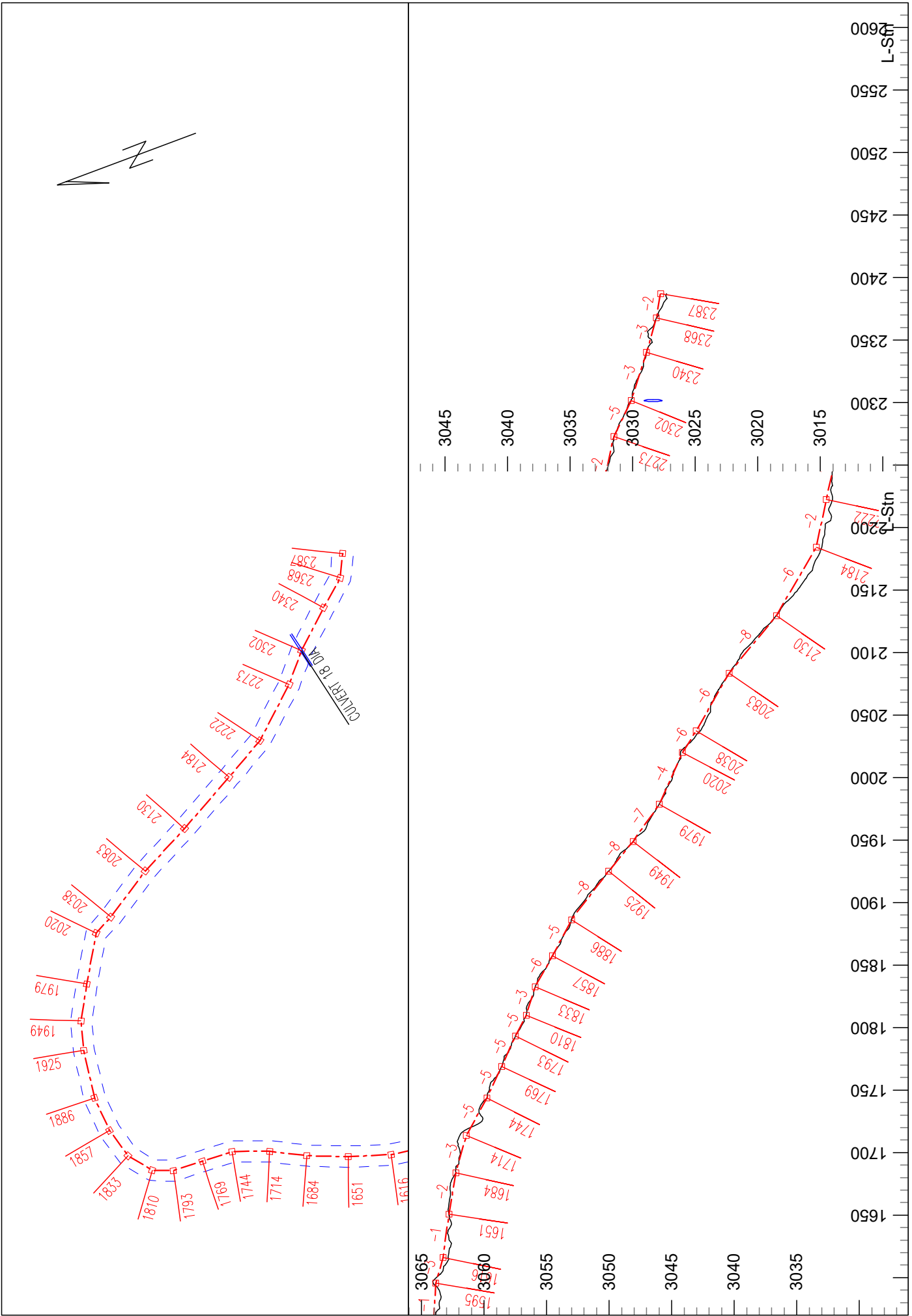


Engineer: J. Gardner
23/08/18

Plan Scale 1:1200
Profile Vert Scale 1:120
Profile Horz Scale 1:1200



Sylvan Pearl Timber Sale
5476-1
Contract #: 30-103620
Remote design using LiDAR data

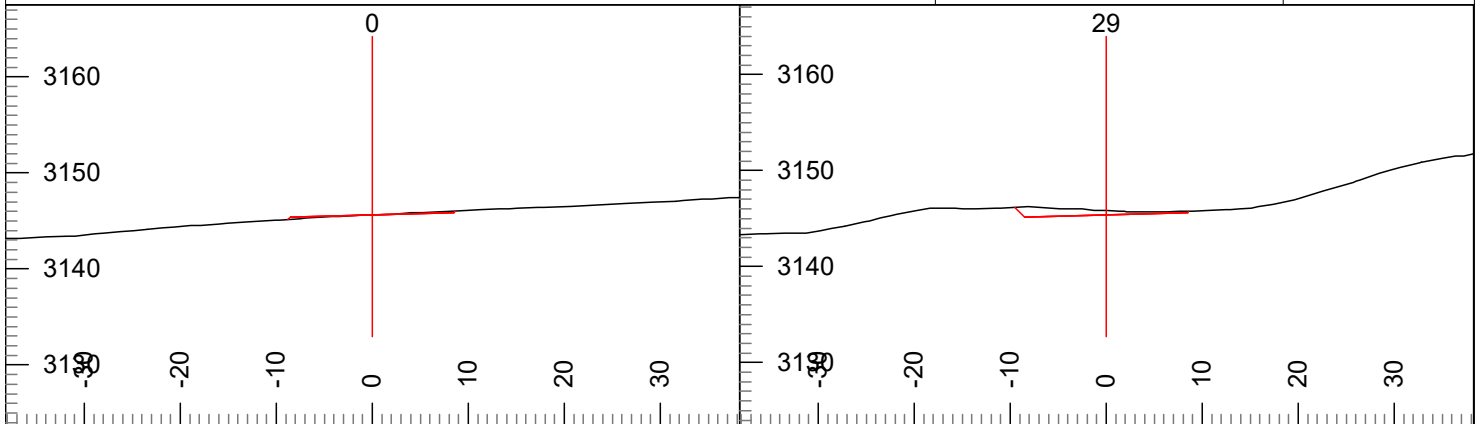


Engineer: J. Gardner
 23/08/18

Plan Scale 1:1200
 Profile Vert Scale 1:120
 Profile Horz Scale 1:1200

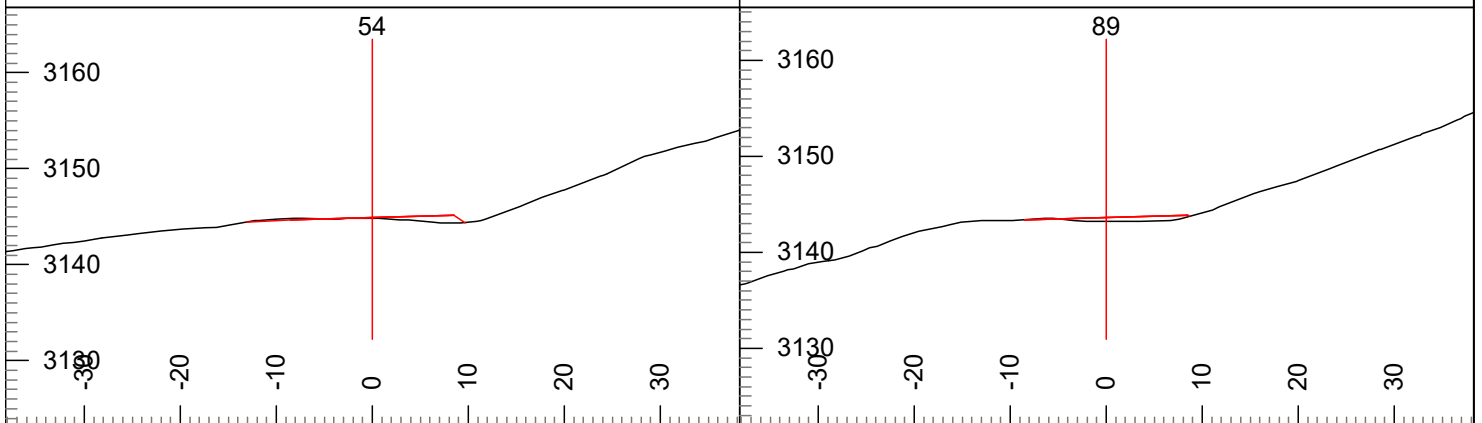


Sylvan Pearl Timber Sale
 5476-1
 Contract #: 30-103620
 Remote design using LiDAR data



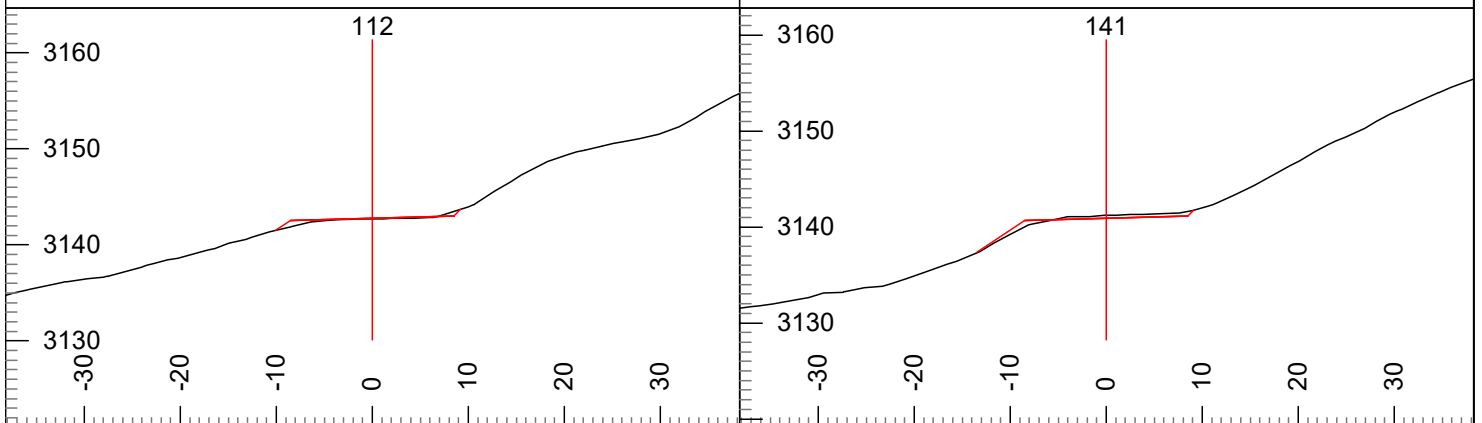
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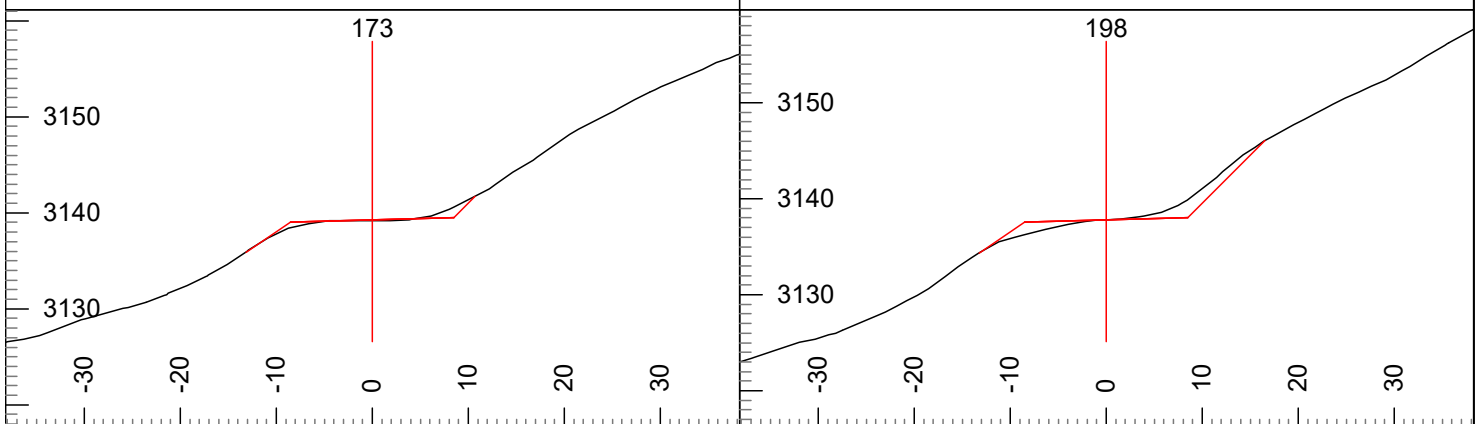
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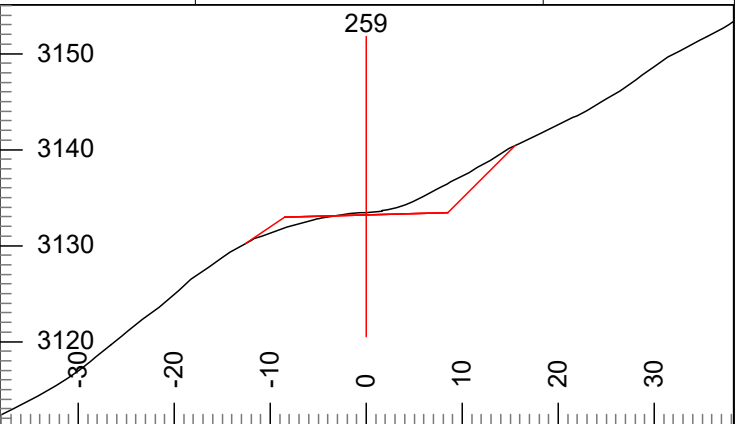
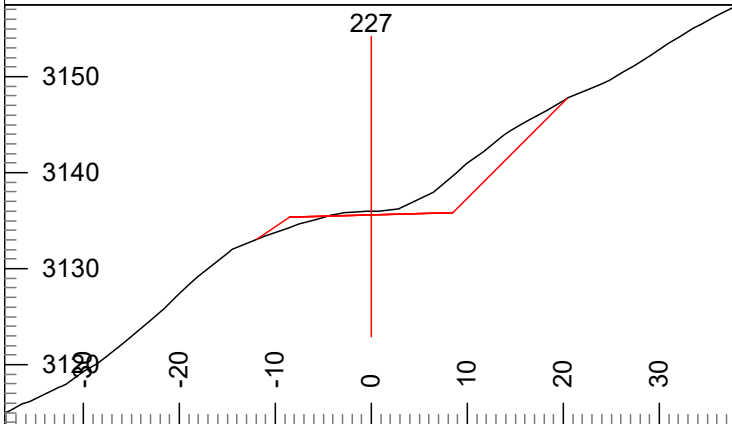
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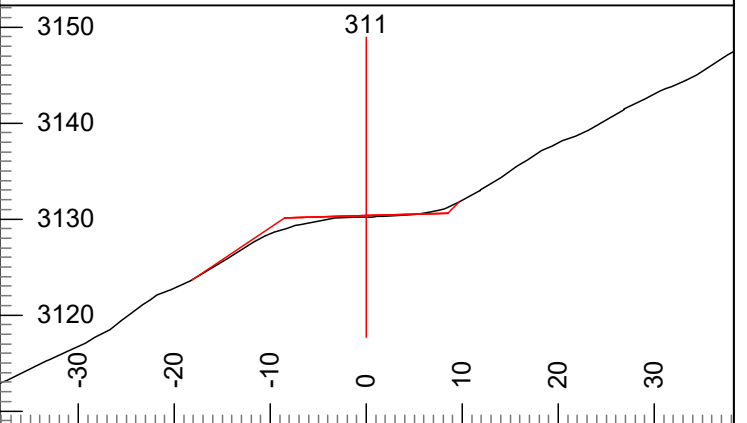
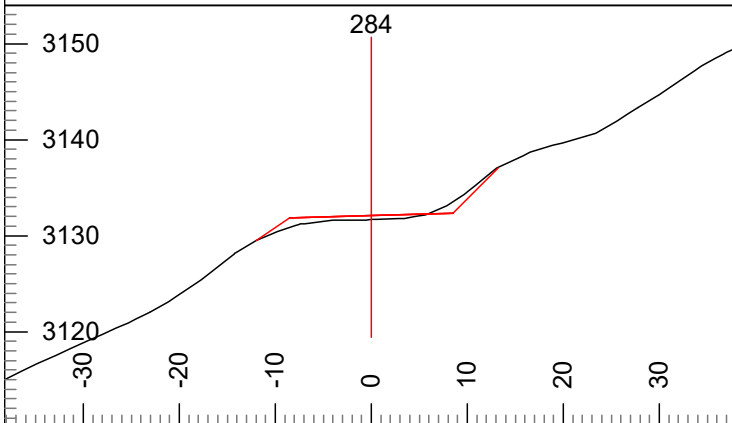
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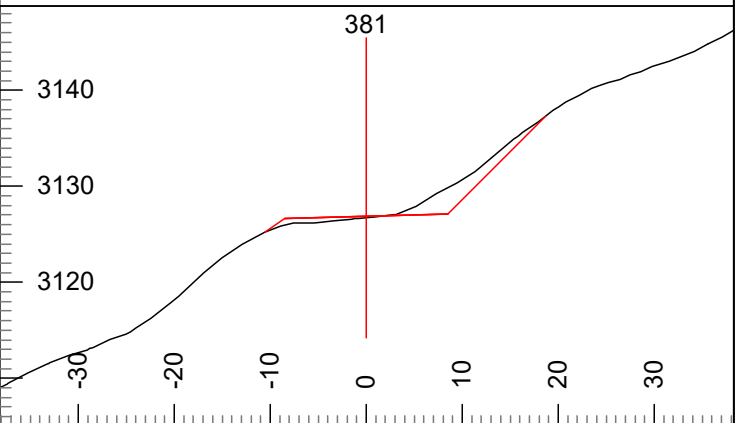
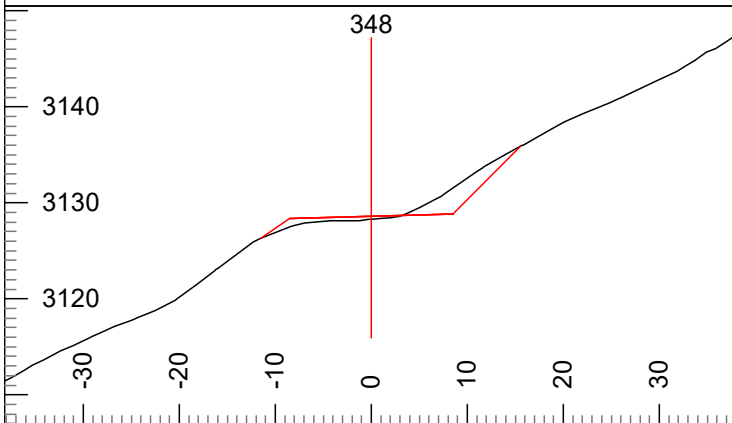
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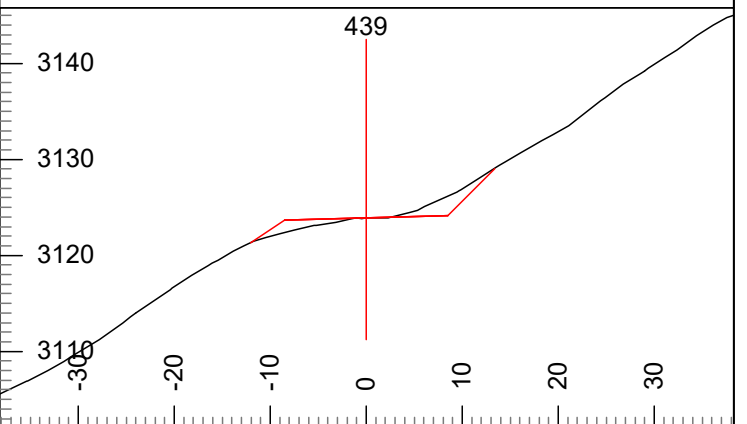
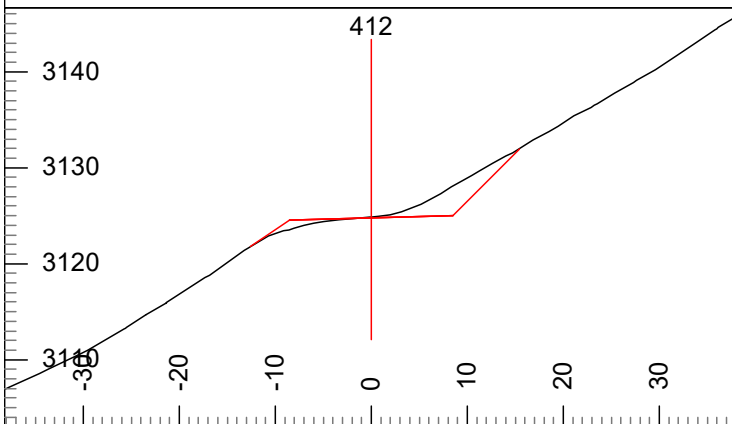
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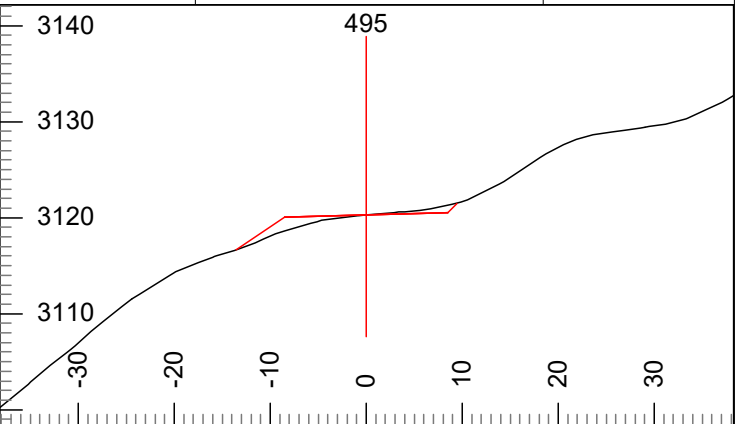
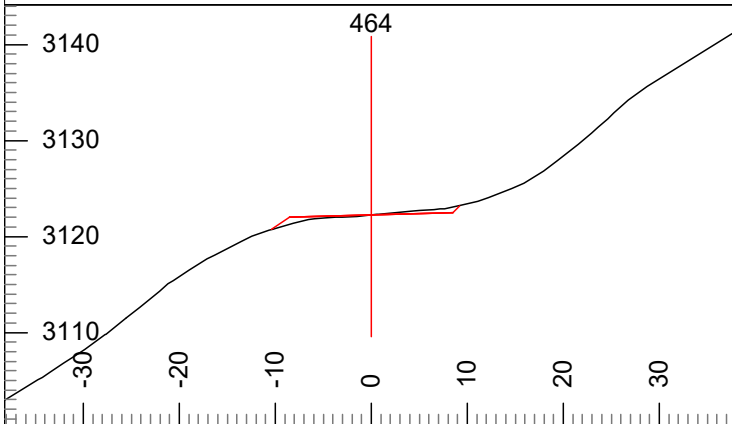
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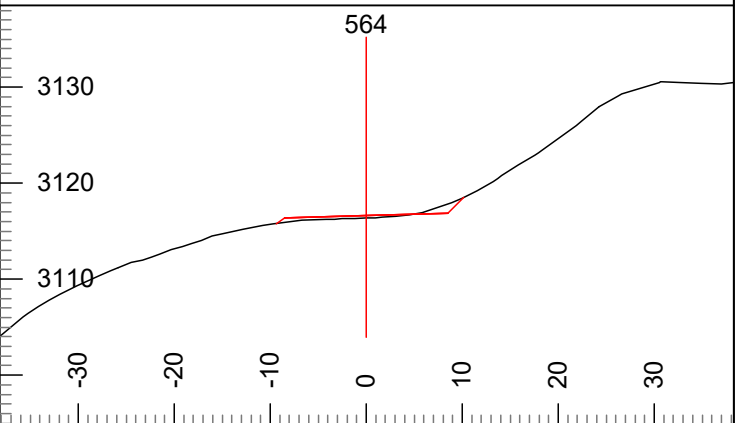
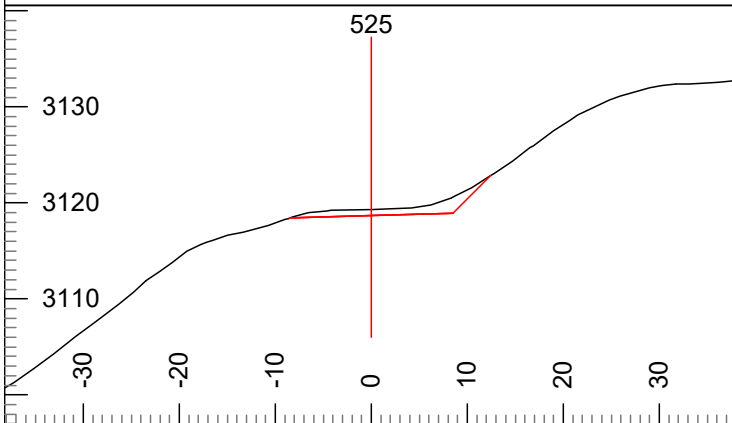
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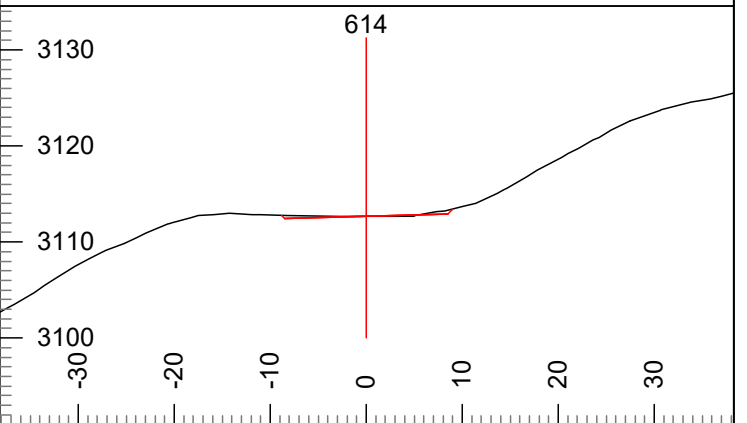
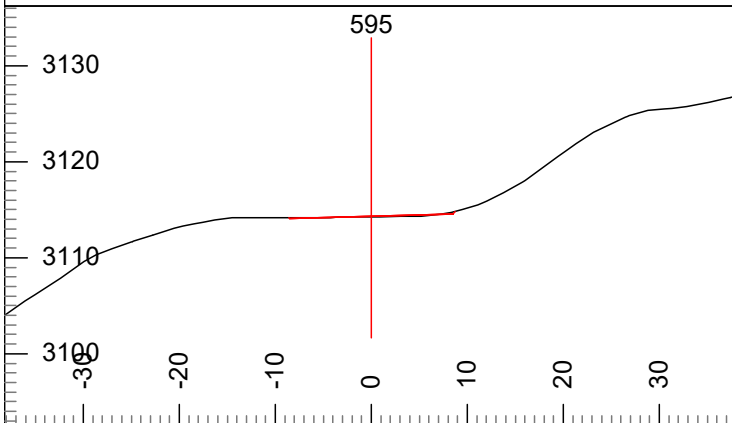
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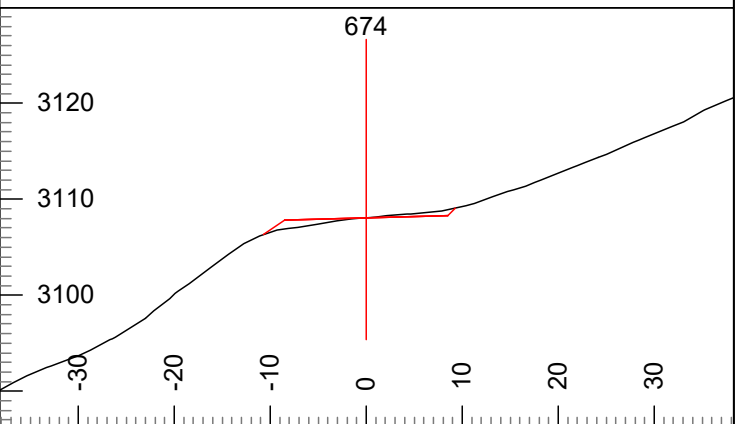
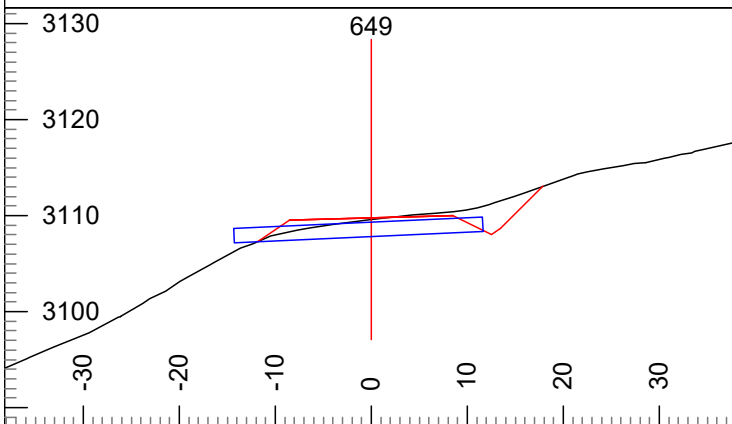
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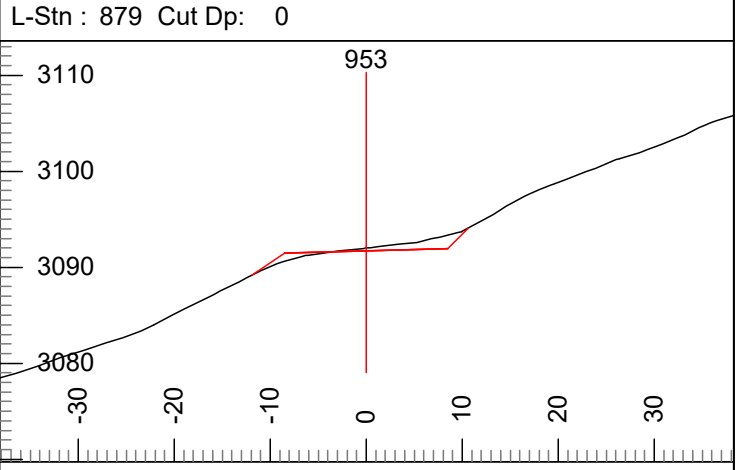
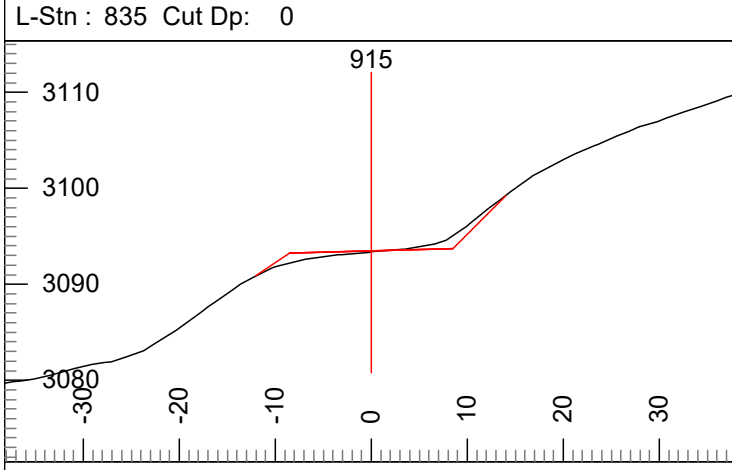
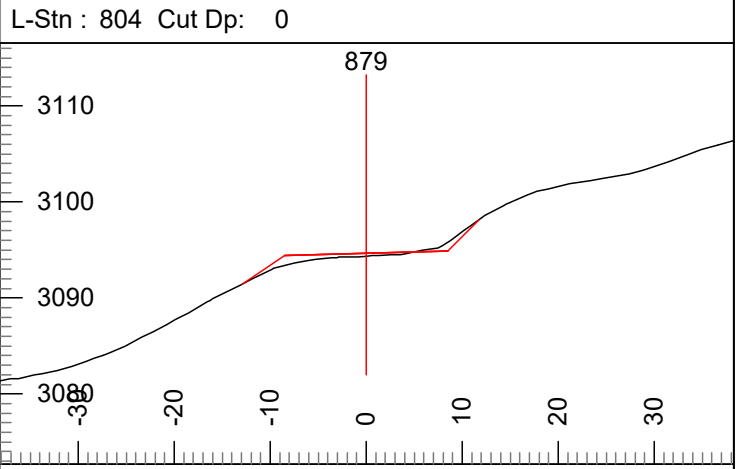
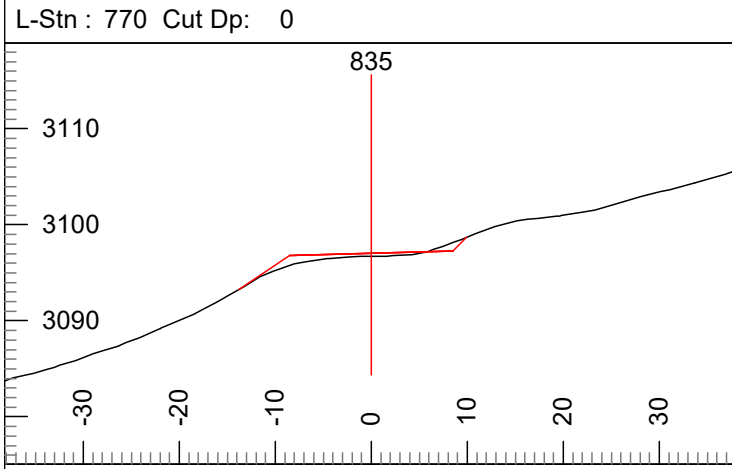
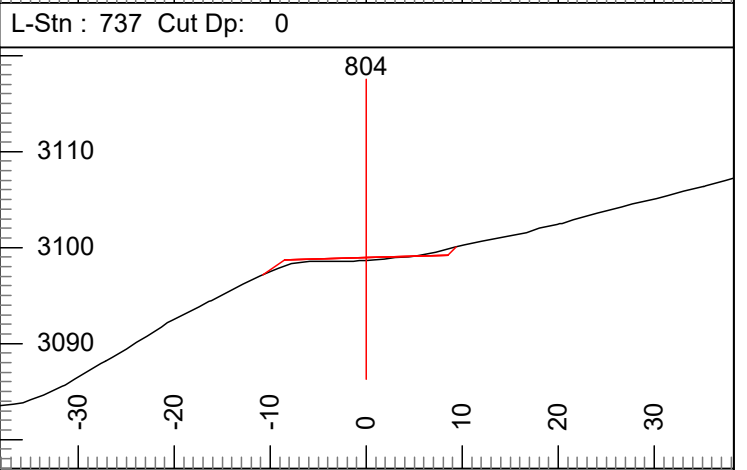
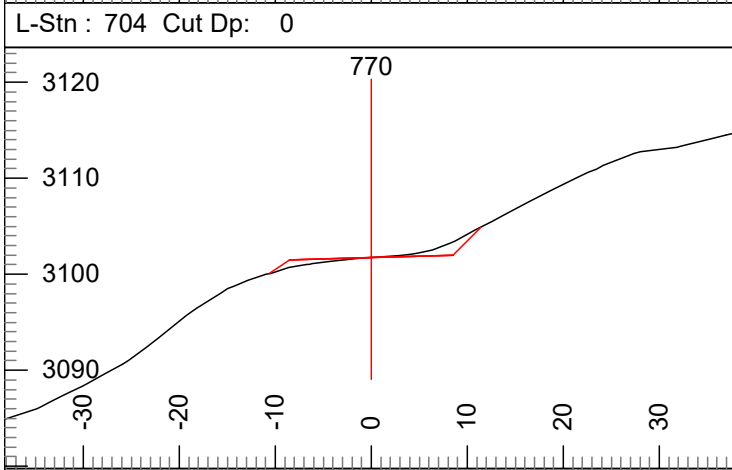
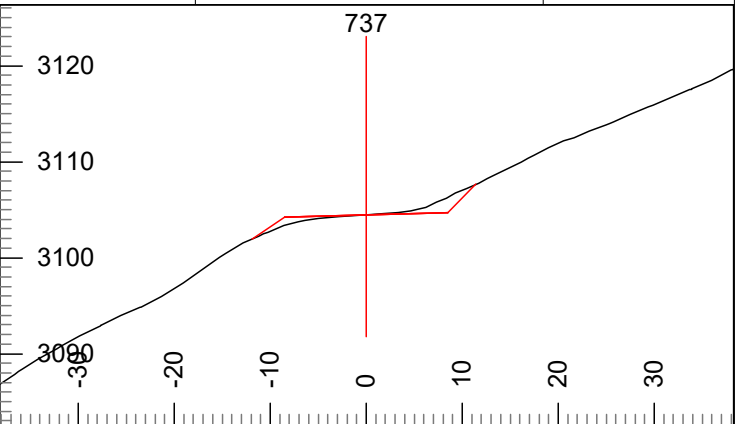
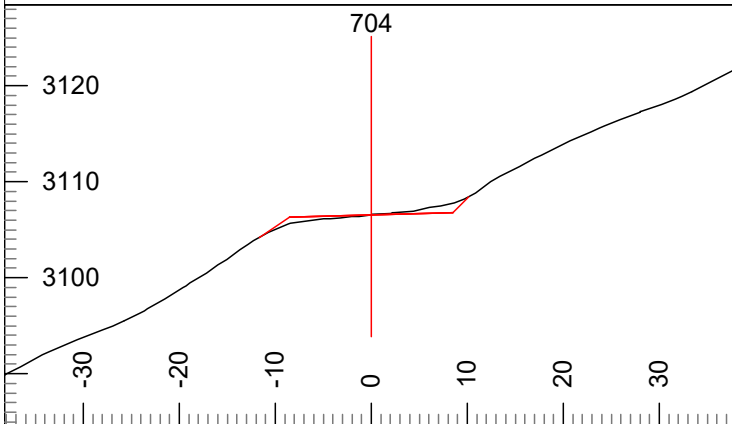
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L-Stn : 674 Cut Dp: 0



L-Stn : 704 Cut Dp: 0

L-Stn : 737 Cut Dp: 0

L-Stn : 770 Cut Dp: 0

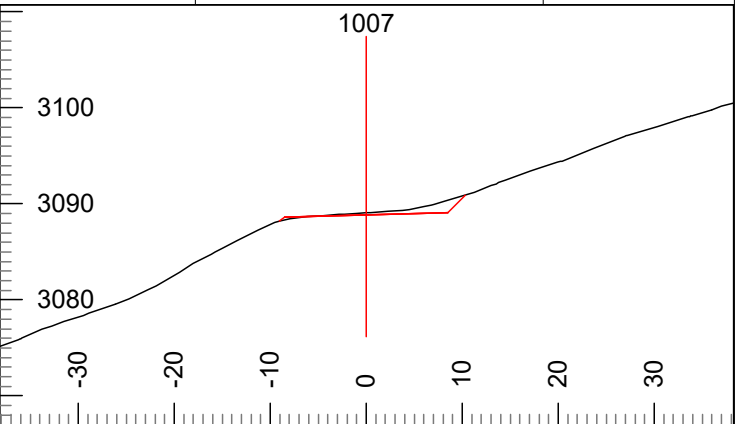
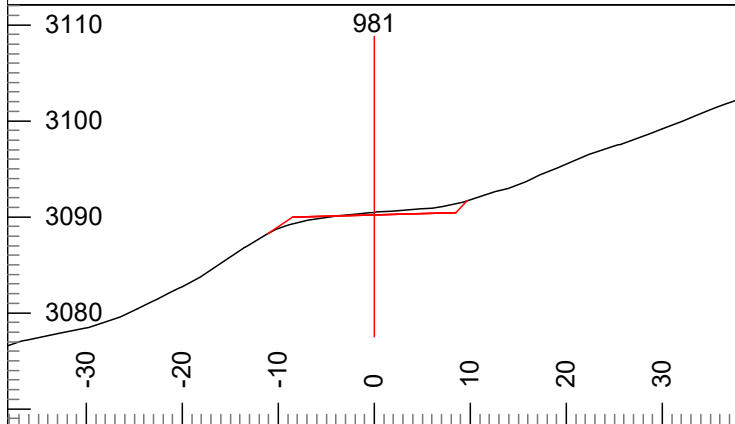
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L-Stn : 835 Cut Dp: 0

L-Stn : 879 Cut Dp: 0

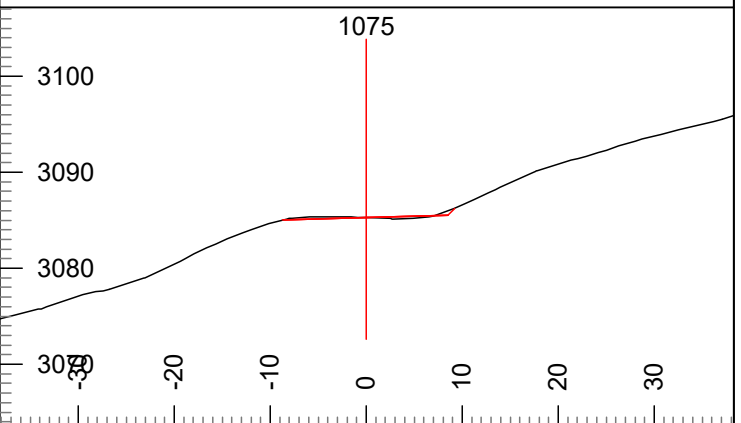
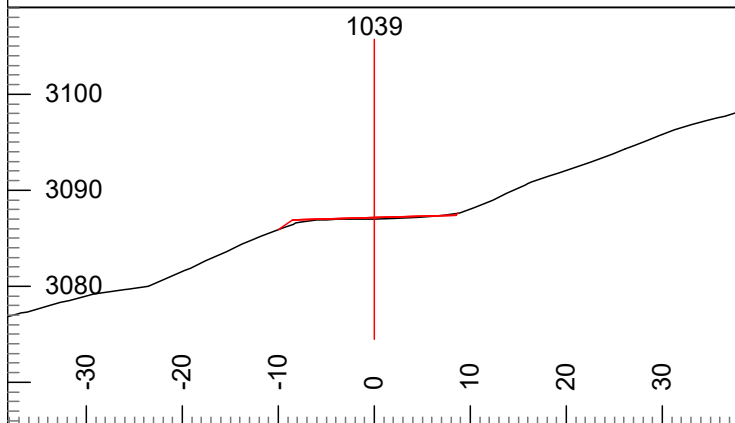
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L-Stn : 953 Cut Dp: 0



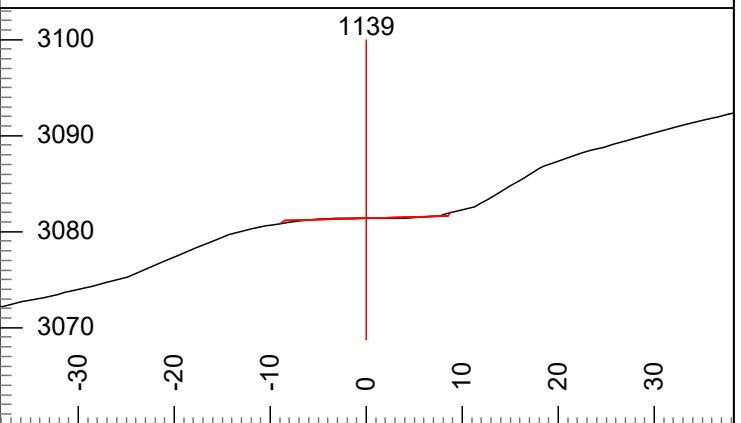
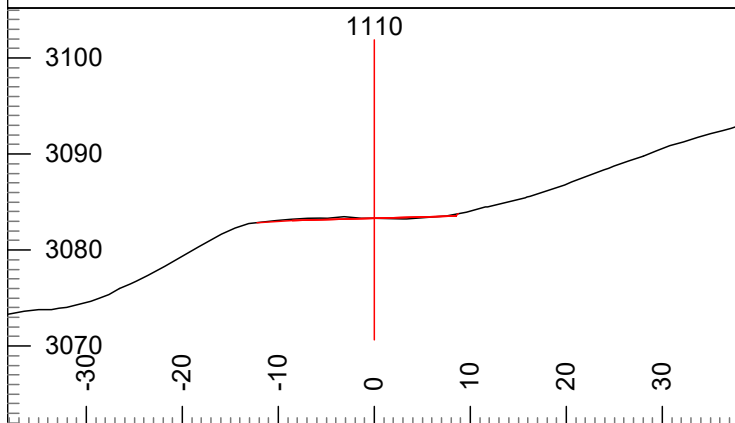
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L-Stn : 1007 Cut Dp: 0



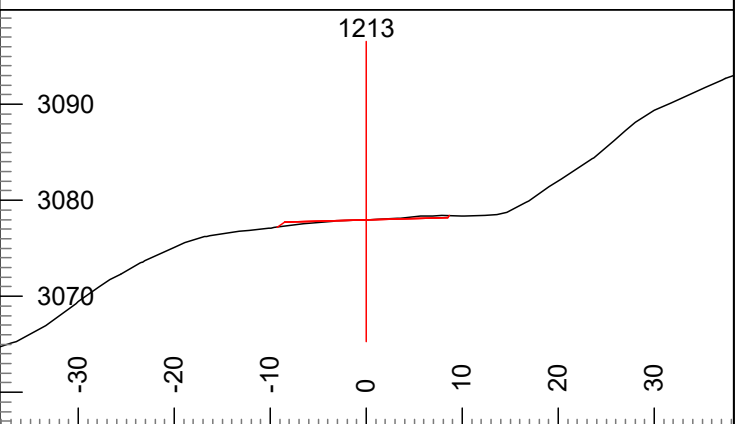
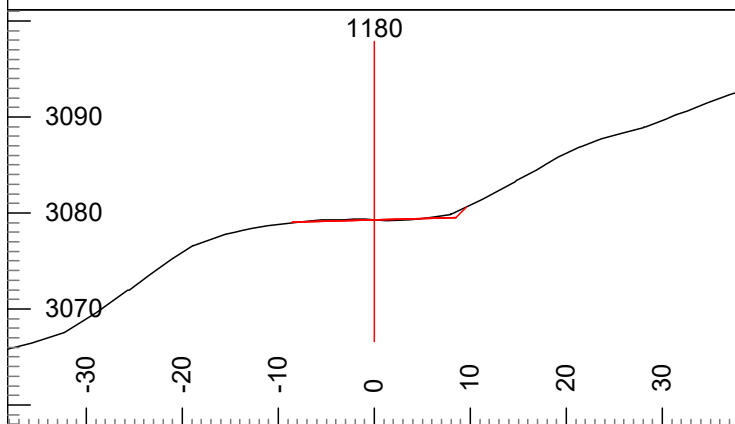
L-Stn : 1039 Cut Dp: 0

L-Stn : 1075 Cut Dp: 0



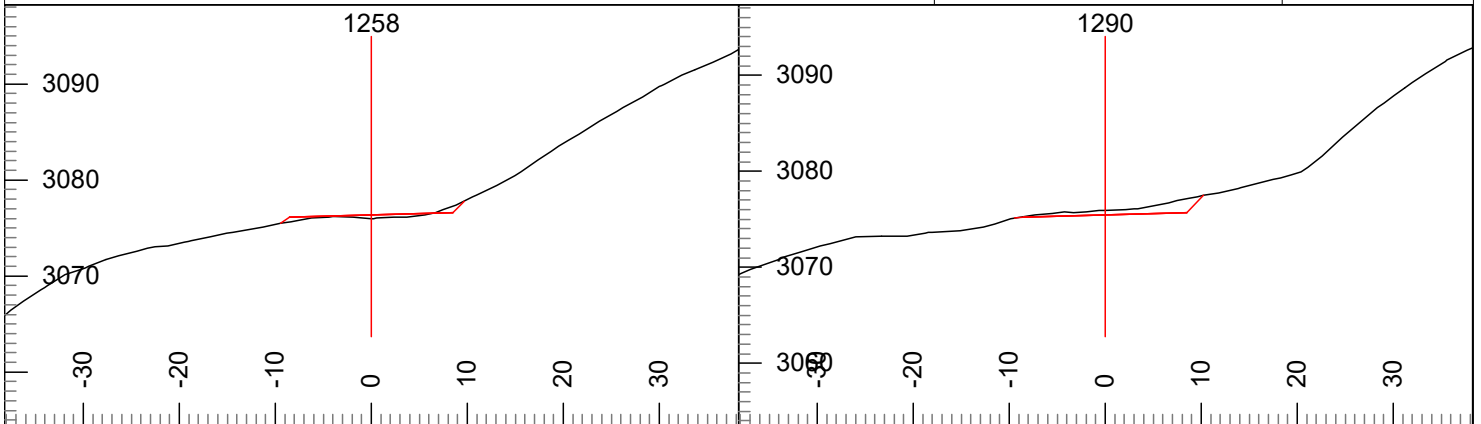
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L-Stn : 1139 Cut Dp: 0



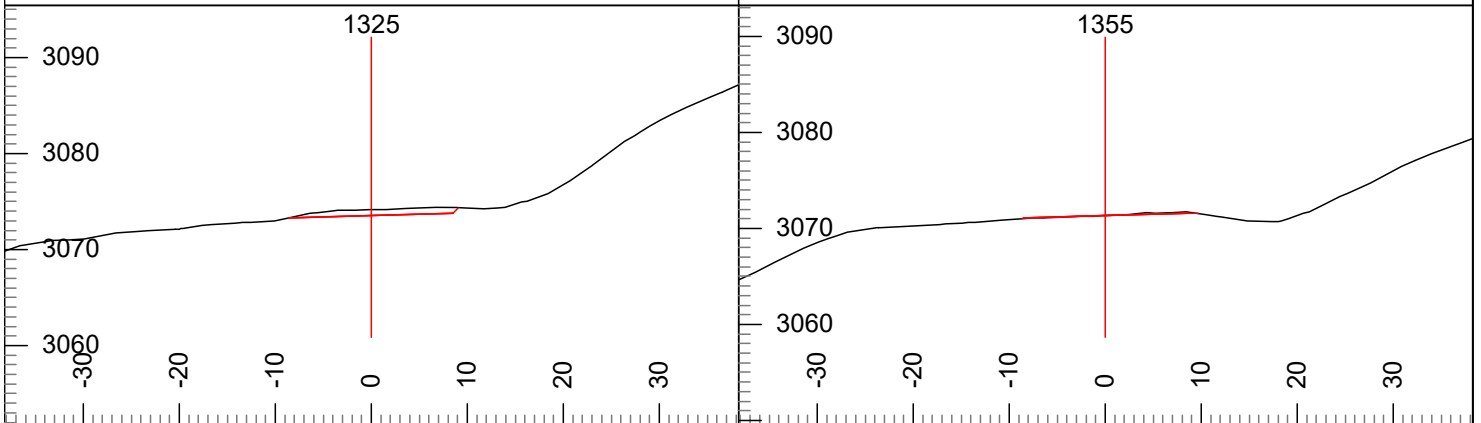
L-Stn : 1180 Cut Dp: 0

L-Stn : 1213 Cut Dp: 0



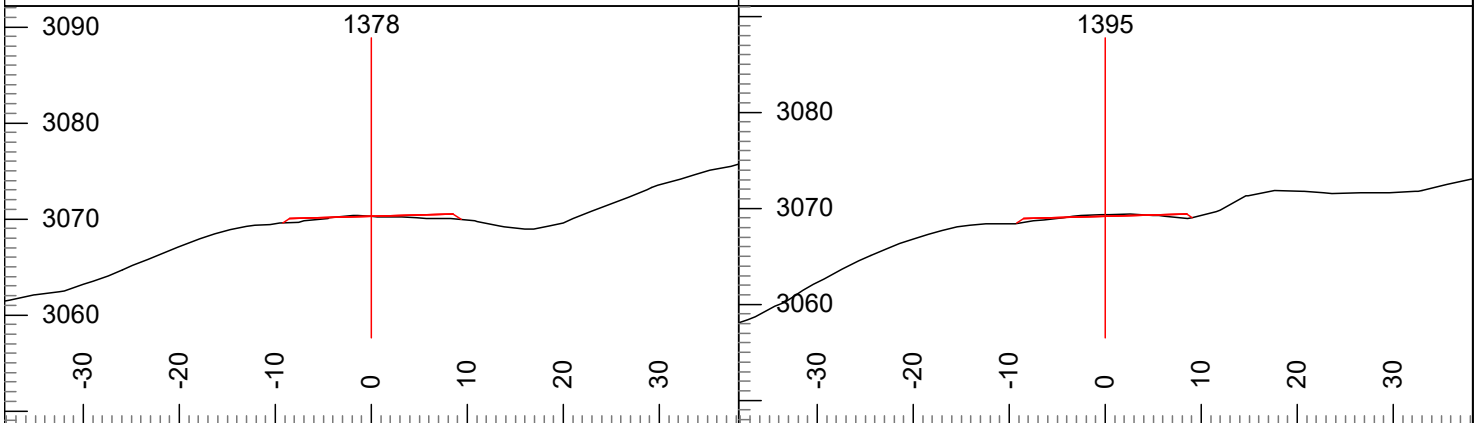
L-Stn : 1258 Cut Dp: 0

L-Stn : 1290 Cut Dp: 0



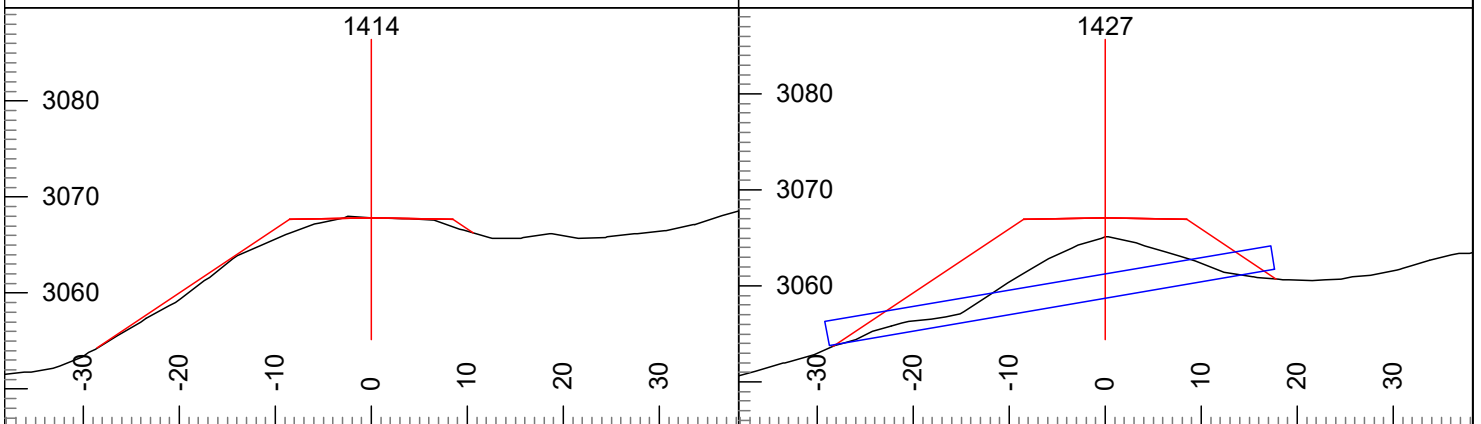
L-Stn : 1325 Cut Dp: 1

L-Stn : 1355 Cut Dp: 0



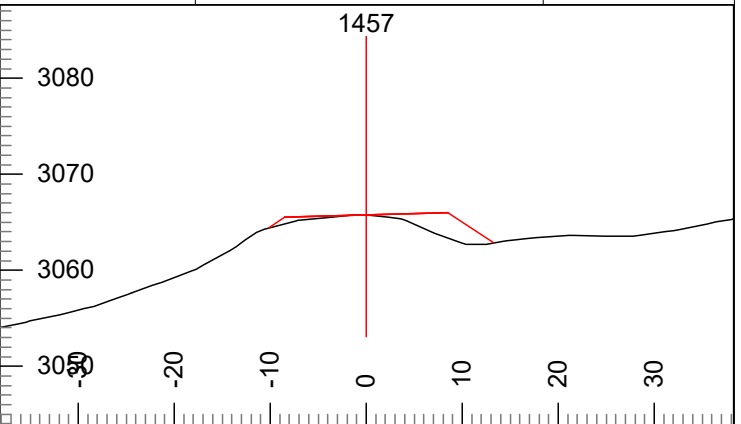
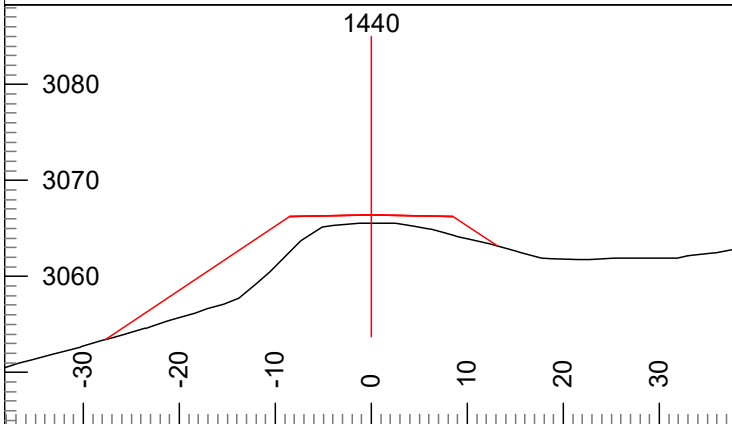
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L-Stn : 1395 Cut Dp: 0



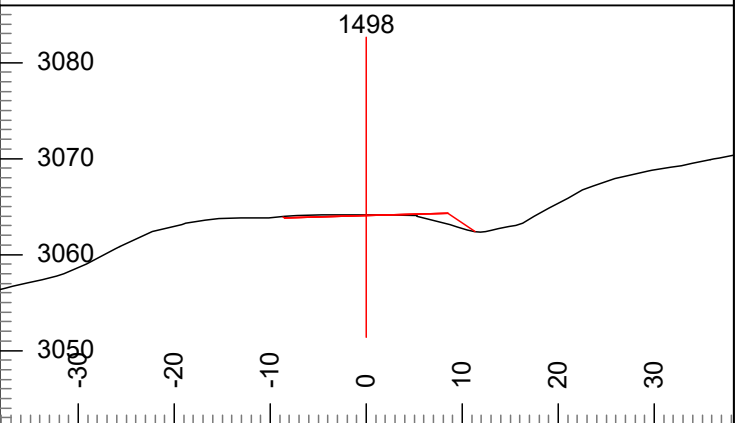
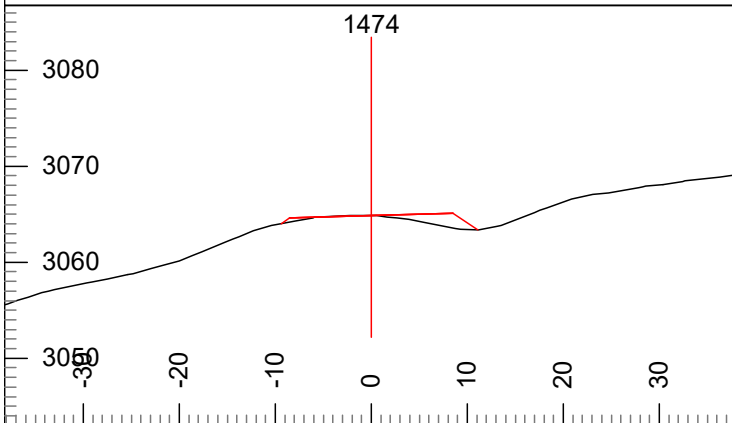
L-Stn : 1414 Cut Dp: 0

L-Stn : 1427 Cut Dp: -2



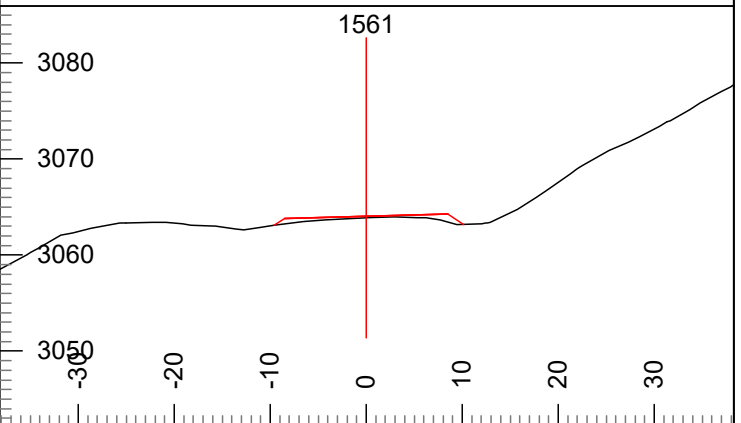
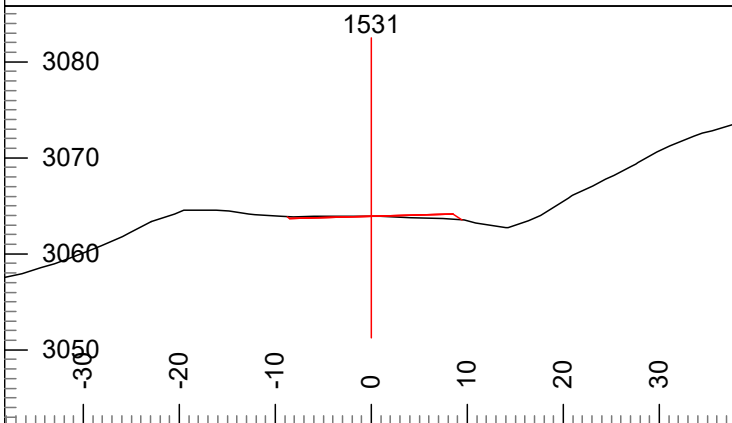
L-Stn : 1440 Cut Dp: -1

L-Stn : 1457 Cut Dp: 0



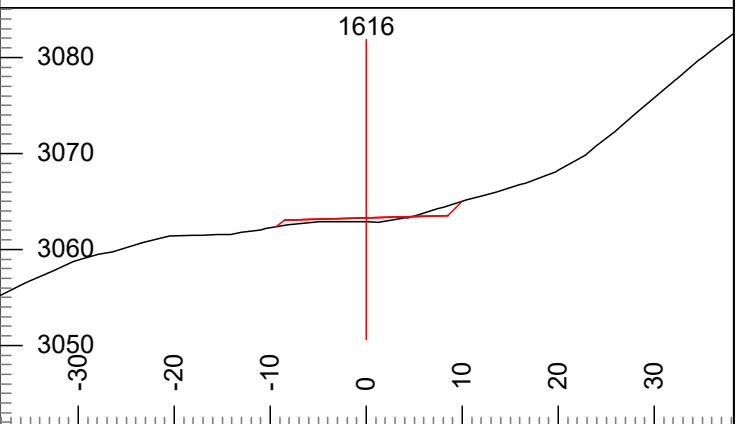
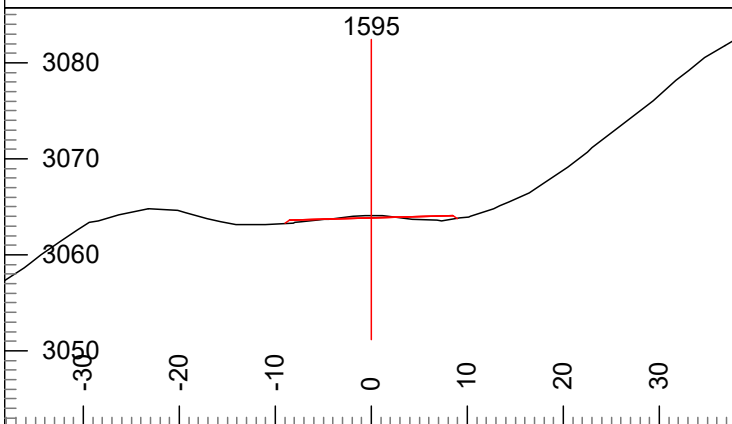
L-Stn : 1474 Cut Dp: 0

L-Stn : 1498 Cut Dp: 0



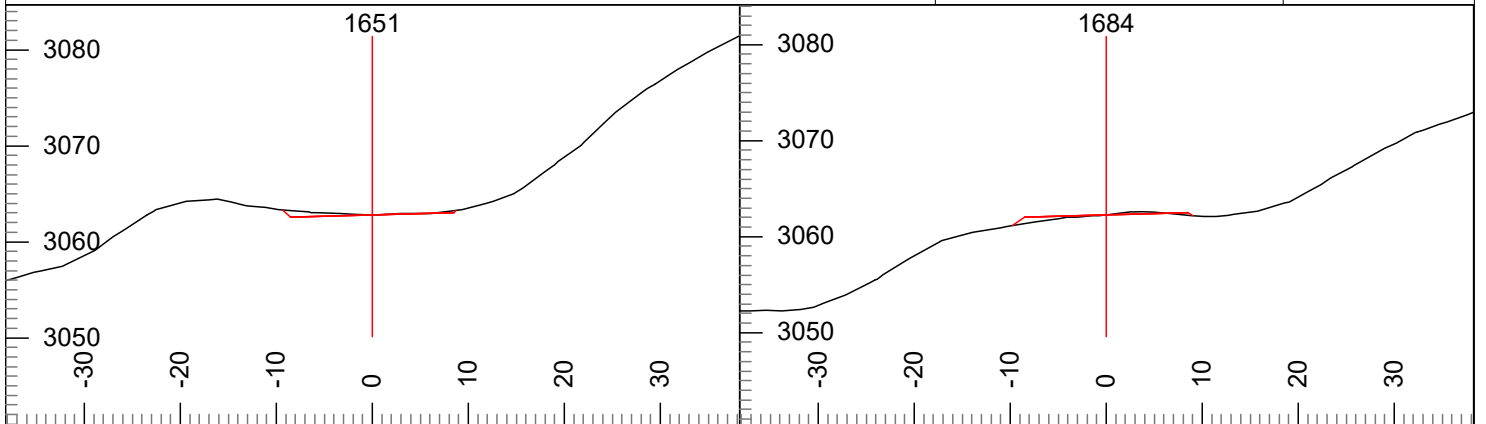
L-Stn : 1531 Cut Dp: 0

L-Stn : 1561 Cut Dp: 0



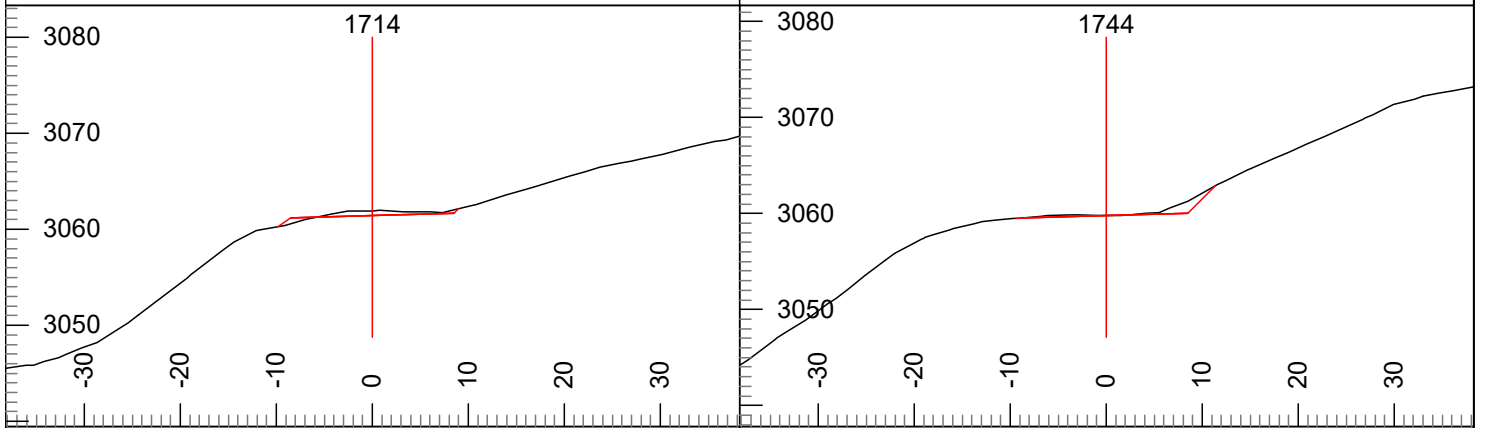
L-Stn : 1595 Cut Dp: 0

L-Stn : 1616 Cut Dp: 0



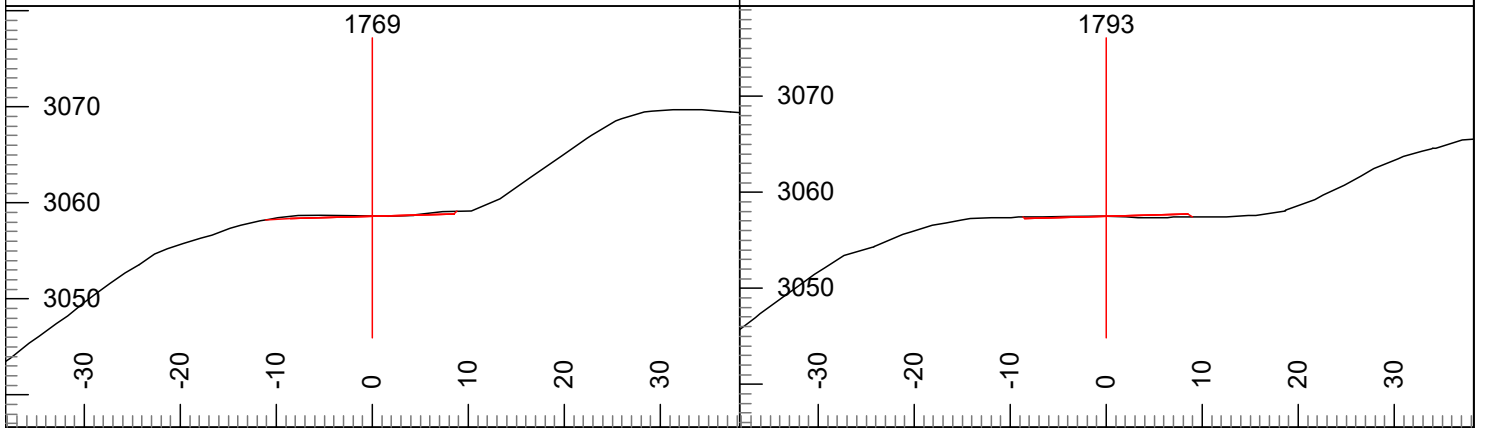
L-Stn : 1651 Cut Dp: 0

L-Stn : 1684 Cut Dp: 0



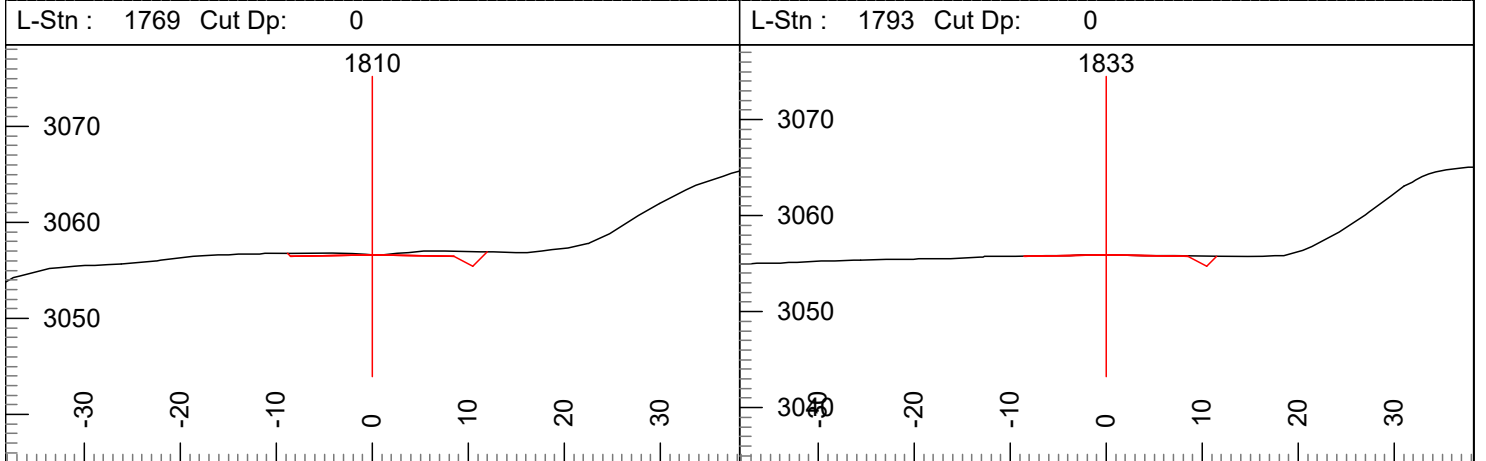
L-Stn : 1714 Cut Dp: 1

L-Stn : 1744 Cut Dp: 0



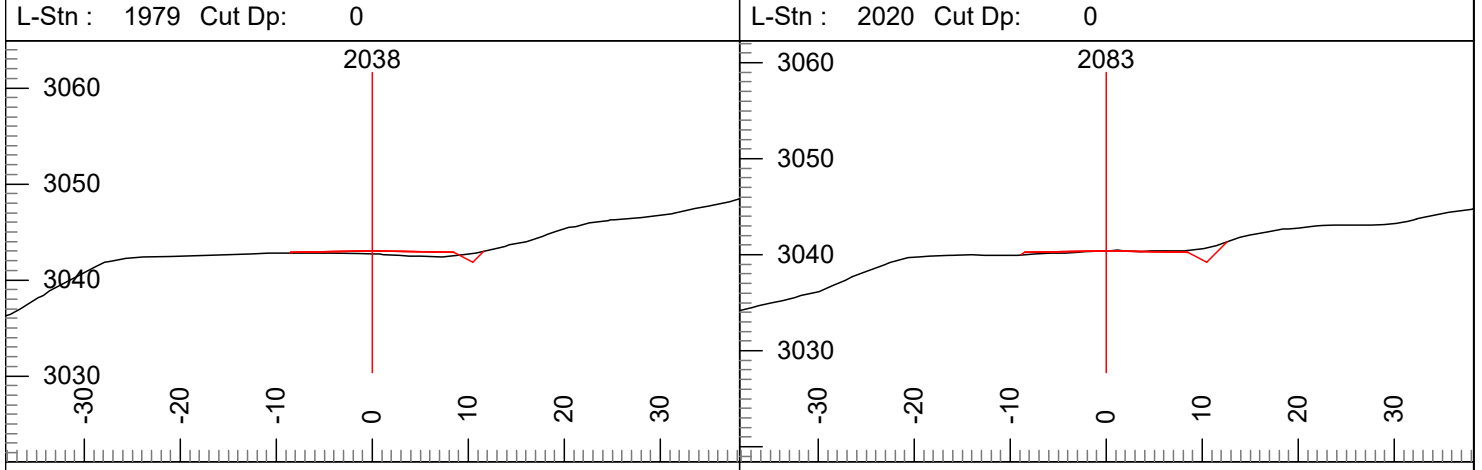
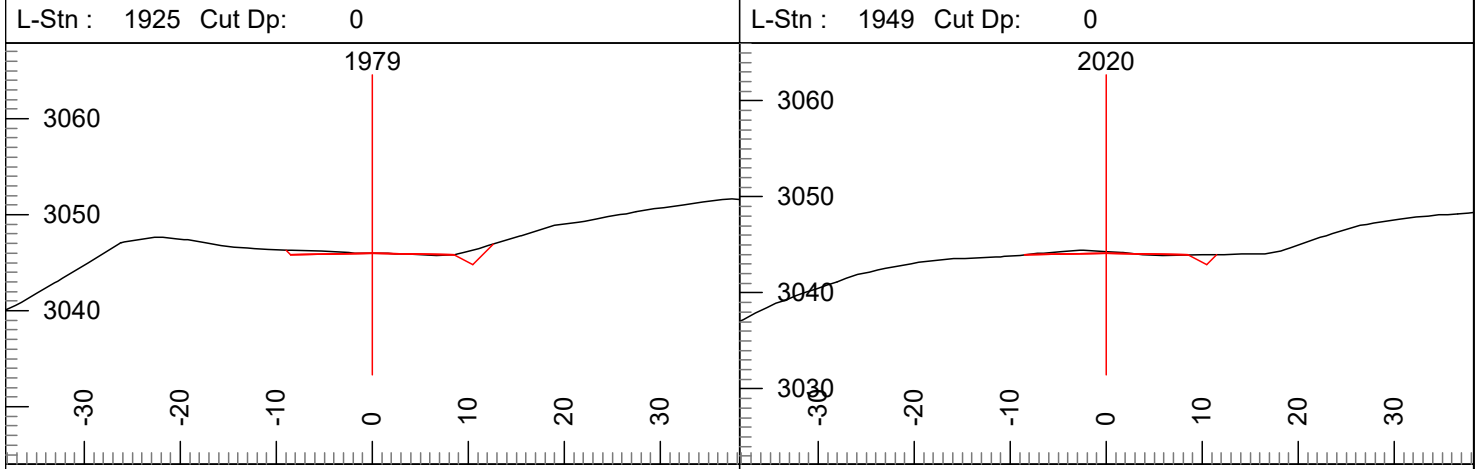
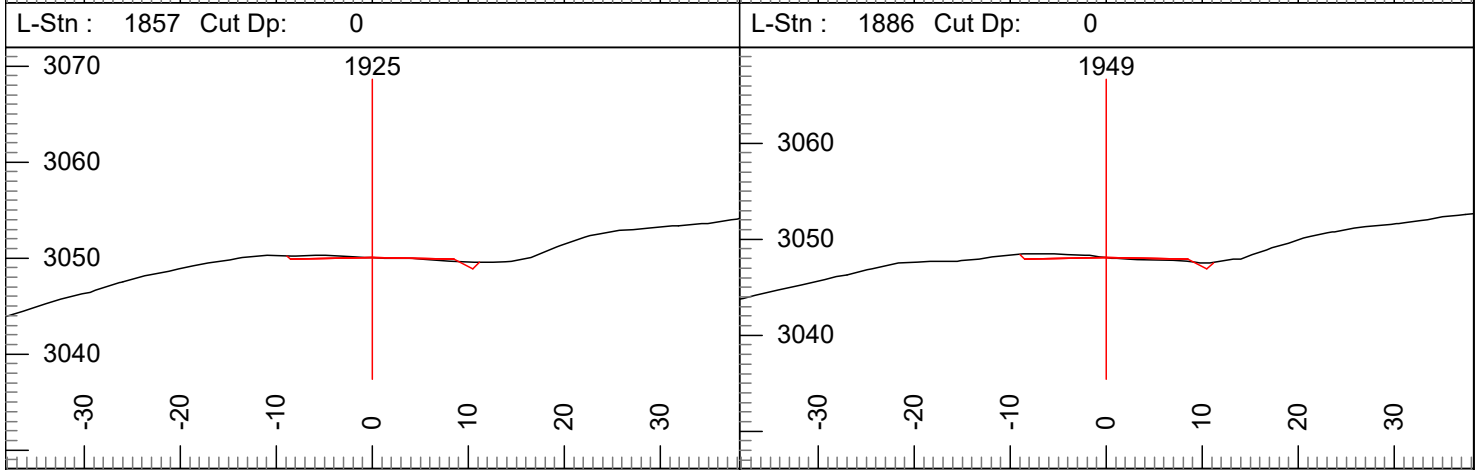
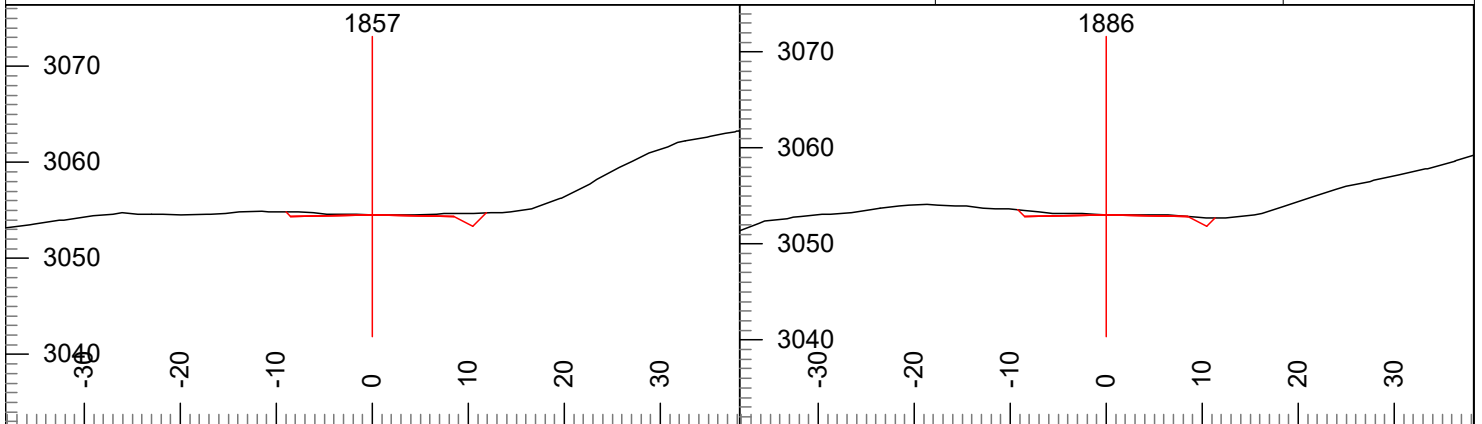
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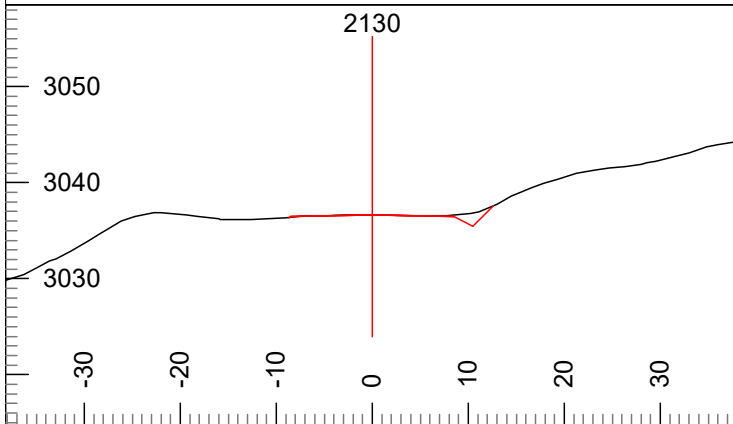
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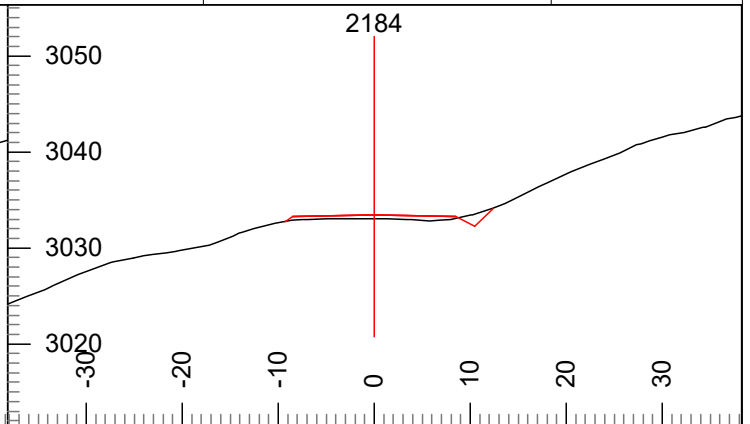
L-Stn : 1810 Cut Dp: 0

L-Stn : 1833 Cut Dp: 0

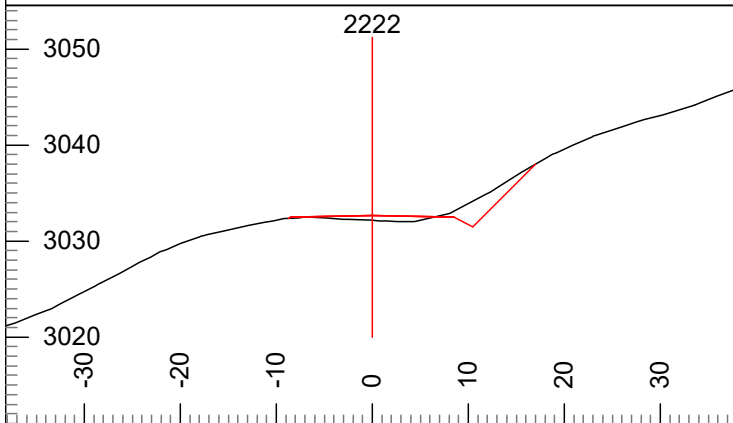




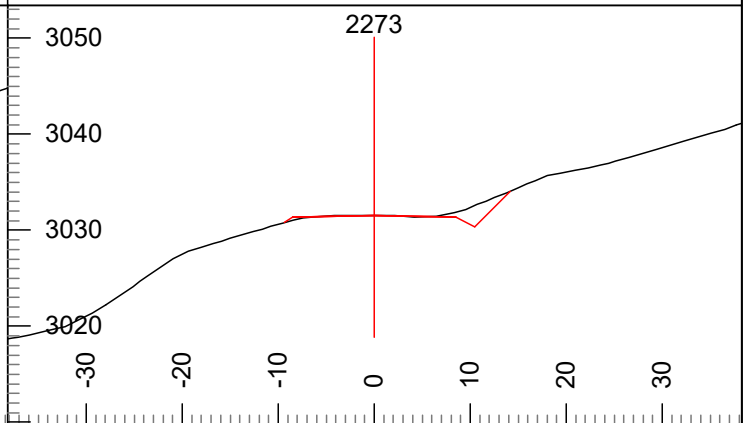
L-Stn : 2130 Cut Dp: 0



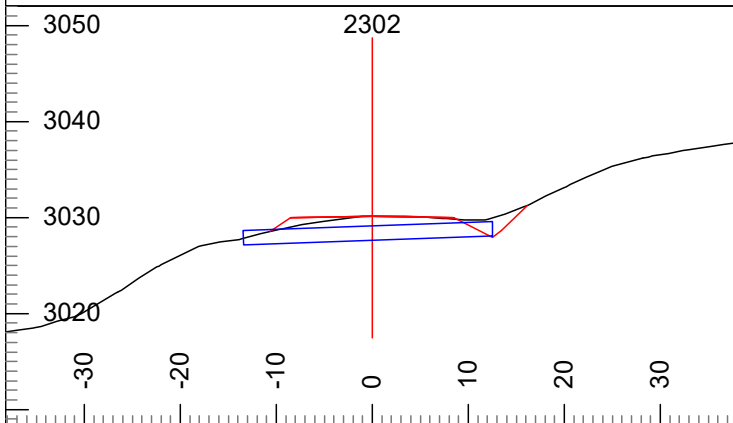
L-Stn : 2184 Cut Dp: 0



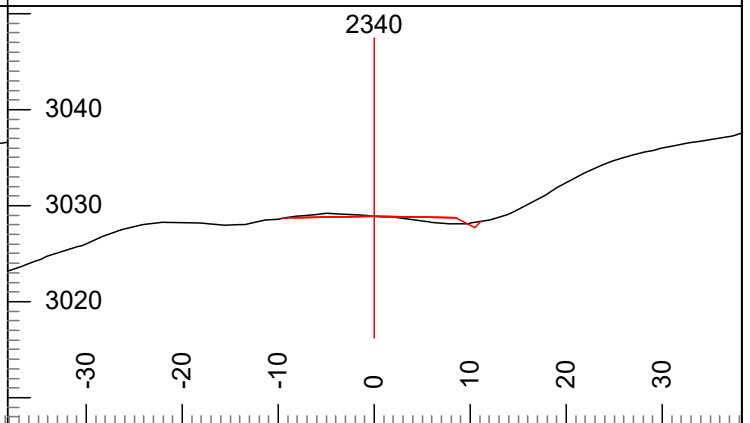
L-Stn : 2222 Cut Dp: 0



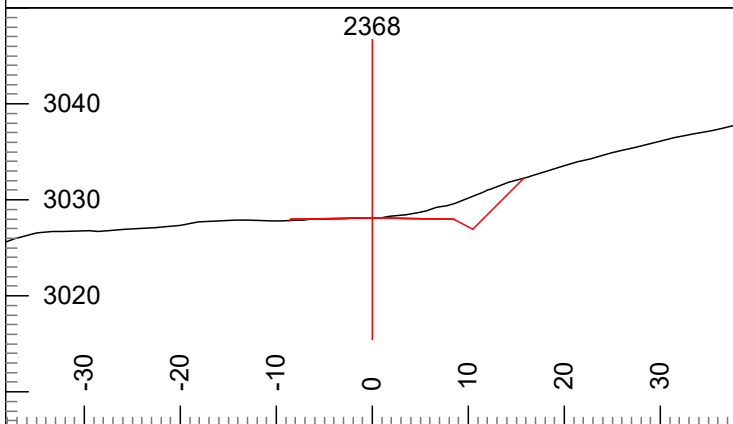
L-Stn : 2273 Cut Dp: 0



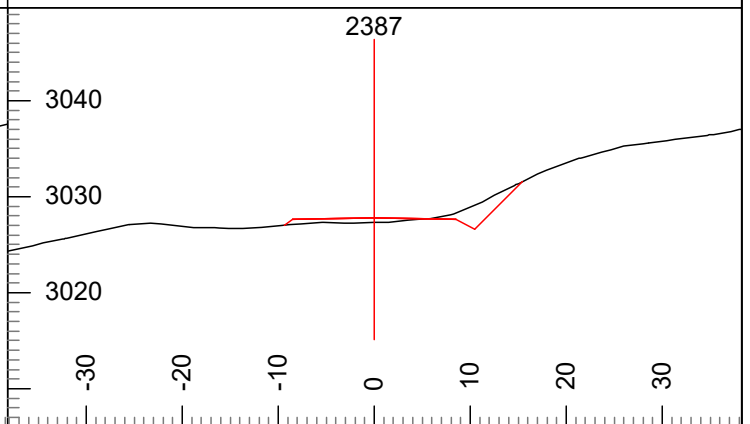
L-Stn : 2302 Cut Dp: 0



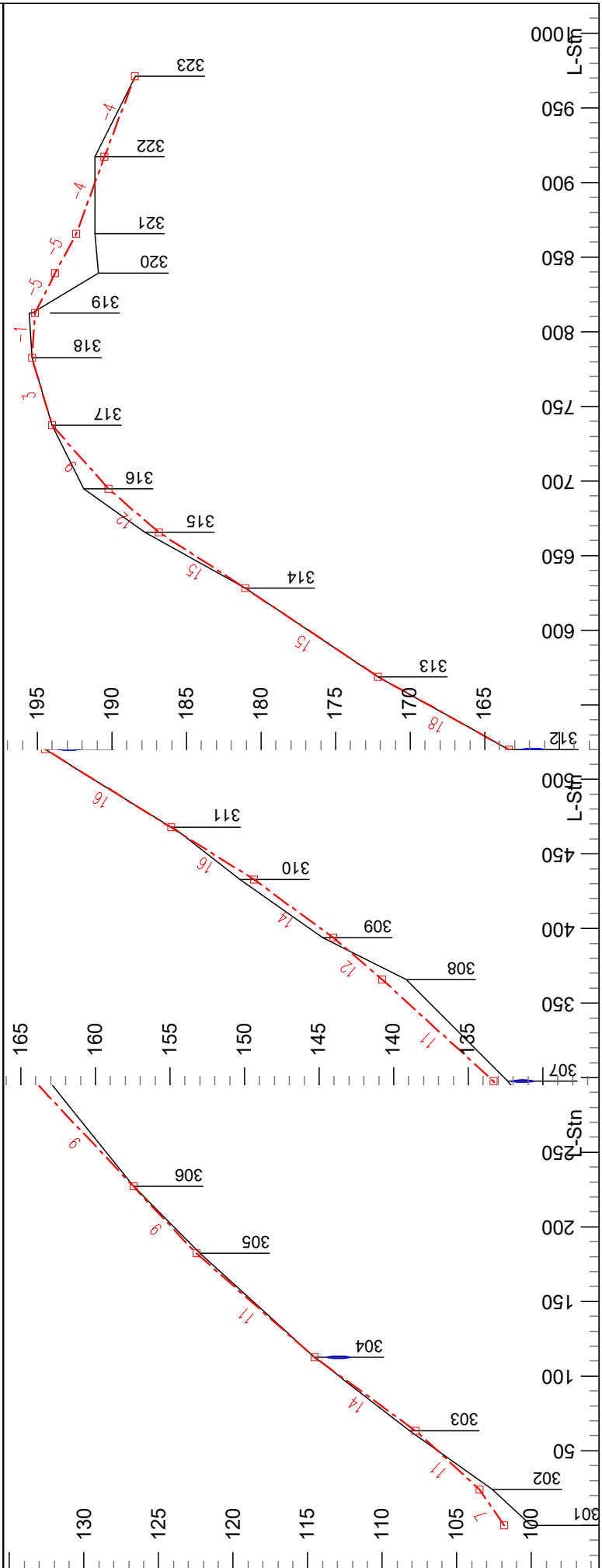
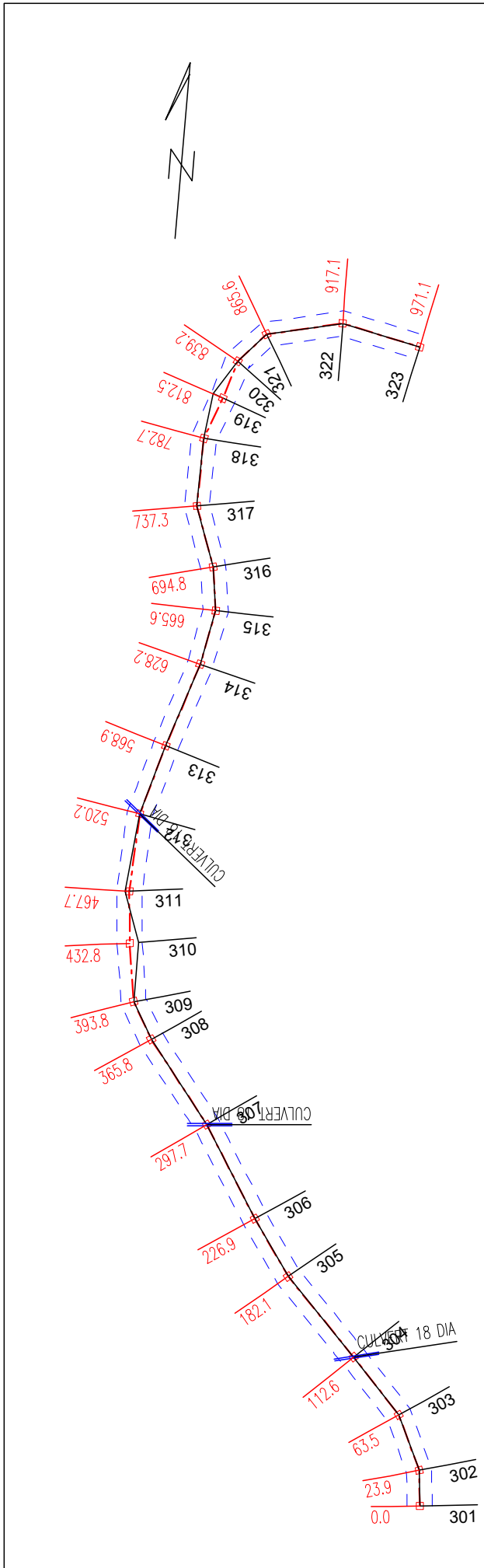
L-Stn : 2340 Cut Dp: 0



L-Stn : 2368 Cut Dp: 0



L-Stn : 2387 Cut Dp: -1

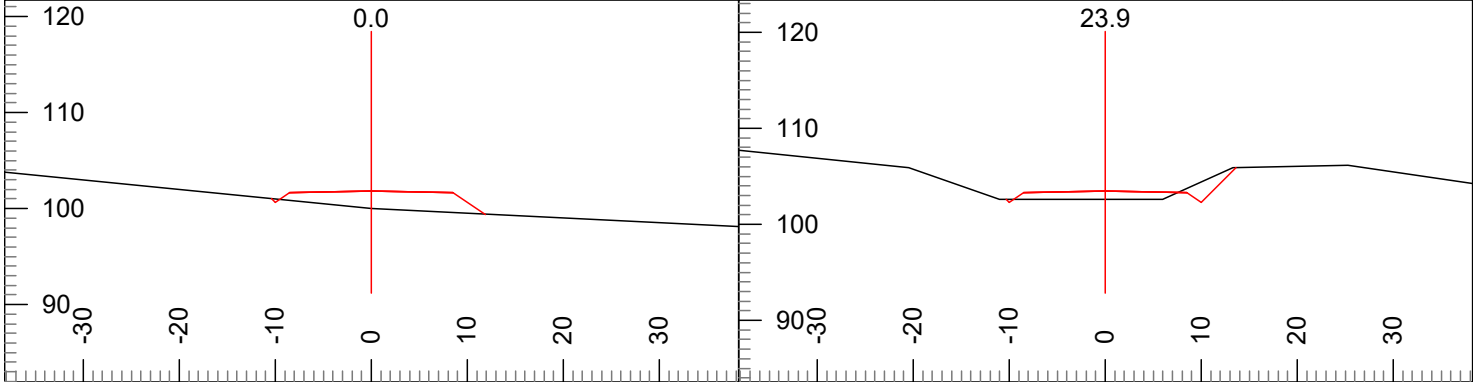


Sylvan Pearl Timber Sale
 5476-3
 Contract #: 30-103620

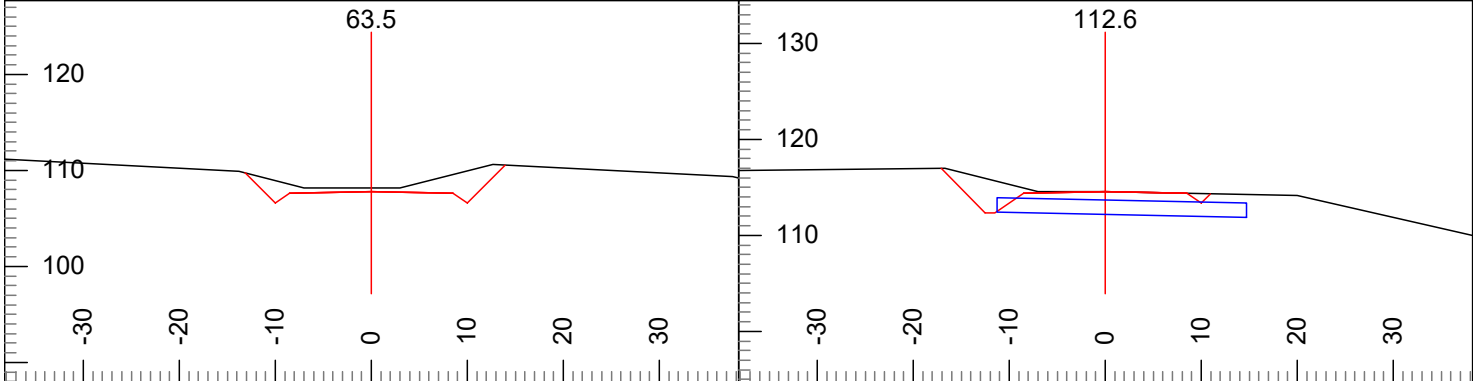


Plan Scale 1:1200
 Profile Vert Scale 1:120
 Profile Horz Scale 1:1200

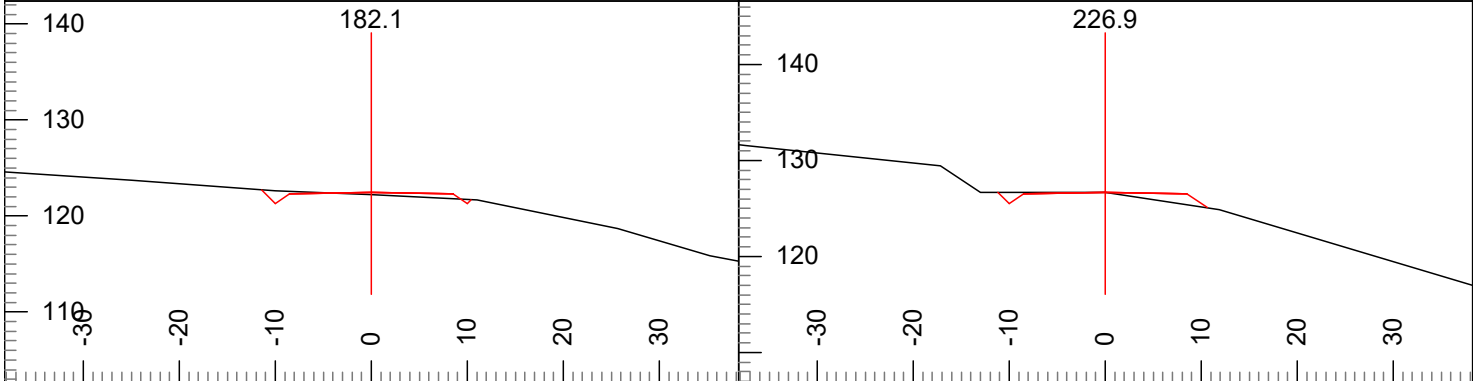
Engineer: J. Gardner
 23/08/18



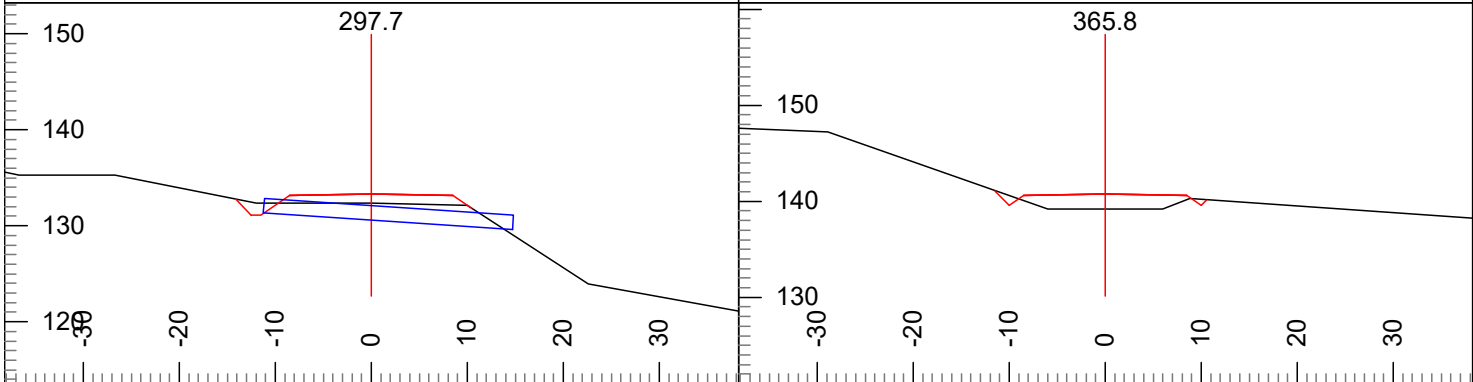
P-Stn : 0.0 H. Offset: 0.0 Cut Dp: -1.8 L-Stn : 0.0 V.Offset: 1.8 Index: 301	P-Stn : 23.9 H. Offset: 0.0 Cut Dp: -0.8 L-Stn : 23.9 V.Offset: 0.8 Index: 302
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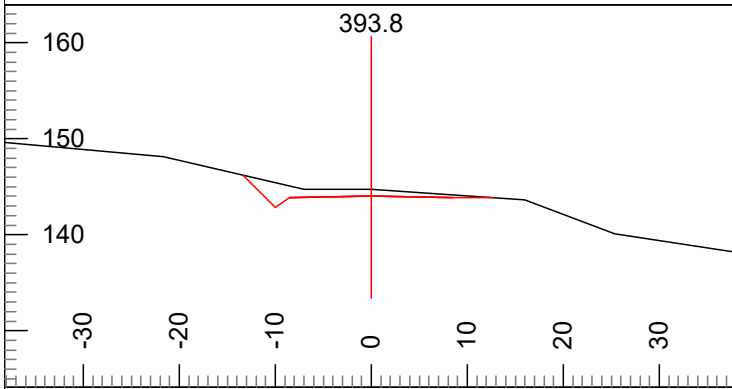
P-Stn : 63.5 H. Offset: 0.0 Cut Dp: 0.4 L-Stn : 63.5 V.Offset: -0.4 Index: 303	P-Stn : 112.6 H. Offset: 0.0 Cut Dp: 0.0 L-Stn : 112.6 V.Offset: 0.0 Index: 304
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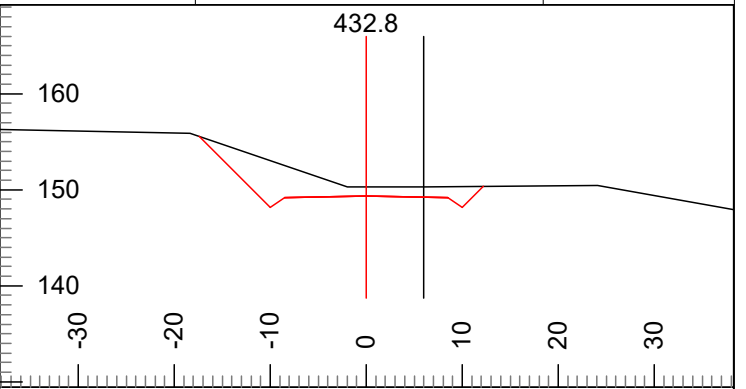
P-Stn : 182.1 H. Offset: 0.0 Cut Dp: -0.3 L-Stn : 182.1 V.Offset: 0.3 Index: 305	P-Stn : 226.9 H. Offset: 0.0 Cut Dp: 0.0 L-Stn : 226.9 V.Offset: 0.0 Index: 306
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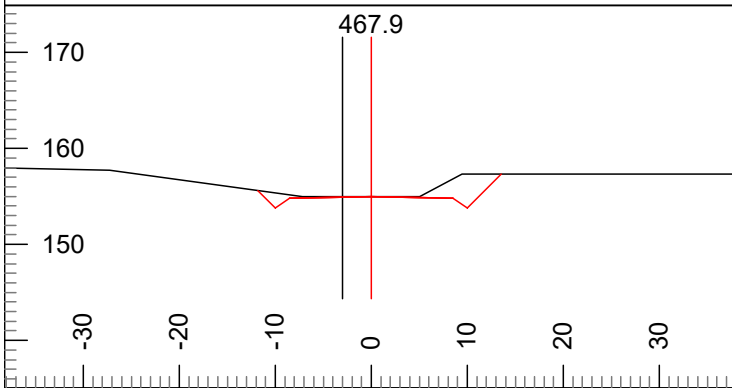
P-Stn : 297.7 H. Offset: 0.0 Cut Dp: -1.0 L-Stn : 297.7 V.Offset: 1.0 Index: 307	P-Stn : 365.8 H. Offset: 0.0 Cut Dp: -1.6 L-Stn : 365.8 V.Offset: 1.6 Index: 308
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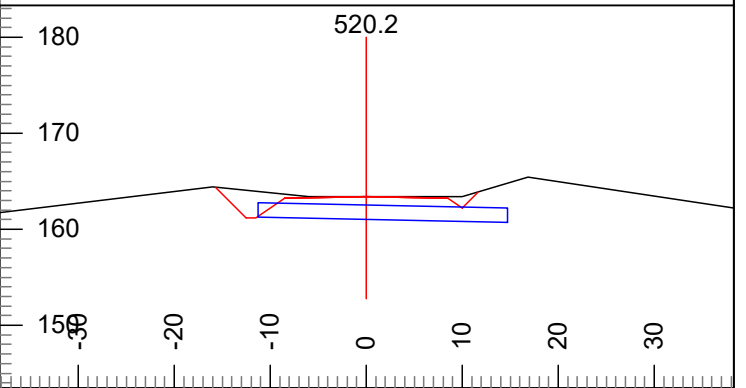
P-Stn : 393.8 H. Offset: 0.0 Cut Dp: 0.7
 L-Stn : 393.8 V.Offset: -0.7 Index: 309



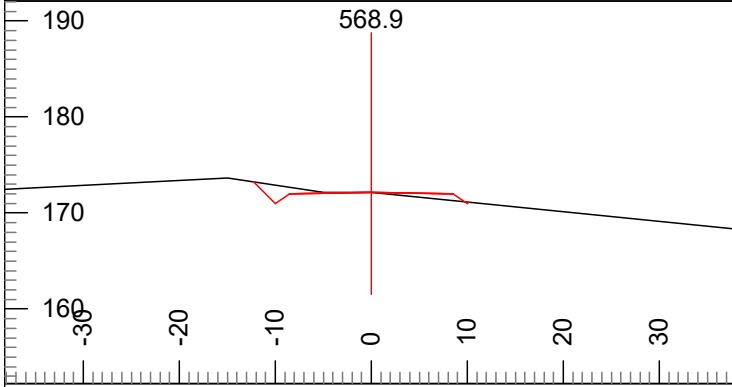
P-Stn : 433.4 H. Offset: -6.1 Cut Dp: 0.9
 L-Stn : 432.8 V.Offset: -0.9 Index: 310



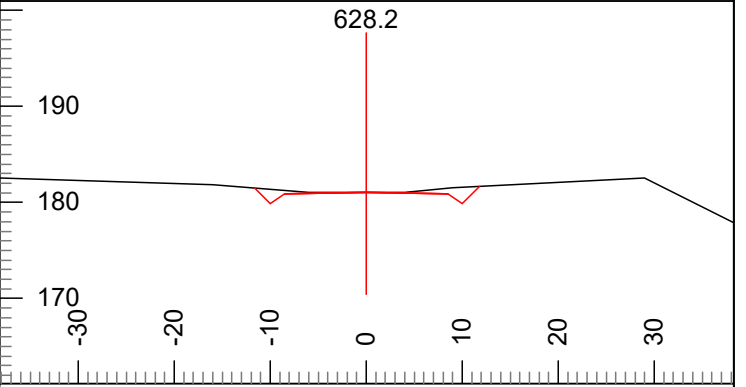
P-Stn : 469.1 H. Offset: 3.0 Cut Dp: 0.0
 L-Stn : 467.9 V.Offset: 0.0 Index: 311



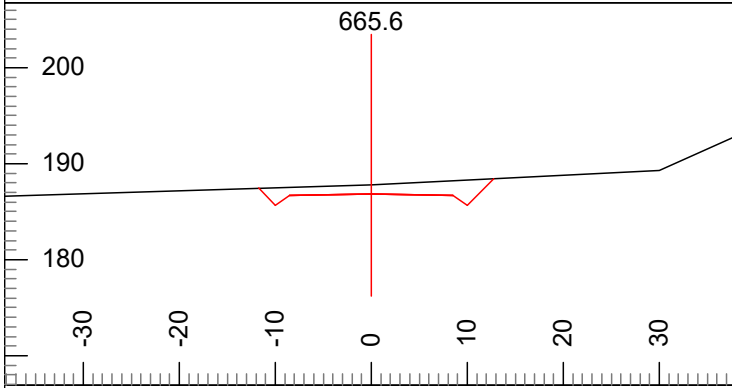
P-Stn : 521.9 H. Offset: 0.0 Cut Dp: 0.0
 L-Stn : 520.2 V.Offset: 0.0 Index: 312



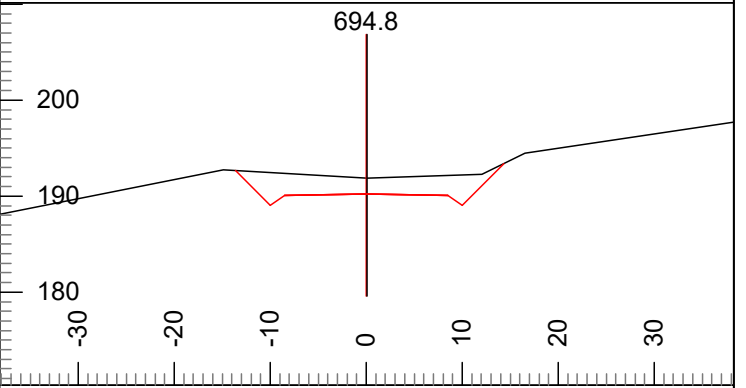
P-Stn : 570.7 H. Offset: 0.0 Cut Dp: 0.0
 L-Stn : 568.9 V.Offset: 0.0 Index: 313



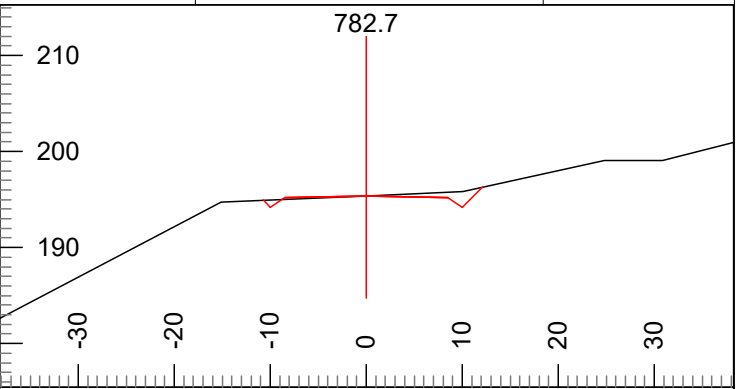
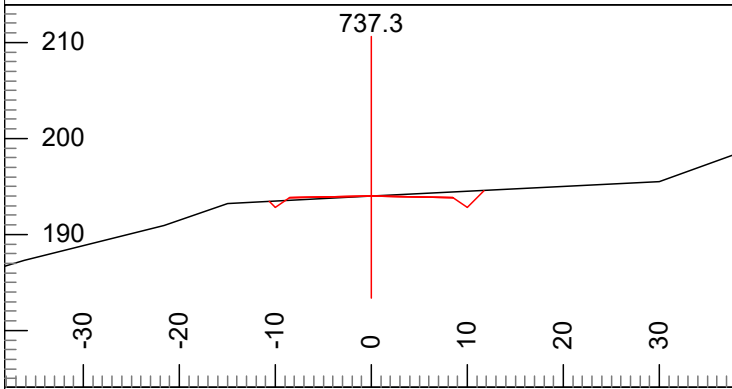
P-Stn : 630.0 H. Offset: 0.0 Cut Dp: 0.0
 L-Stn : 628.2 V.Offset: 0.0 Index: 314



P-Stn : 667.4 H. Offset: 0.0 Cut Dp: 0.9
 L-Stn : 665.6 V.Offset: -0.9 Index: 315

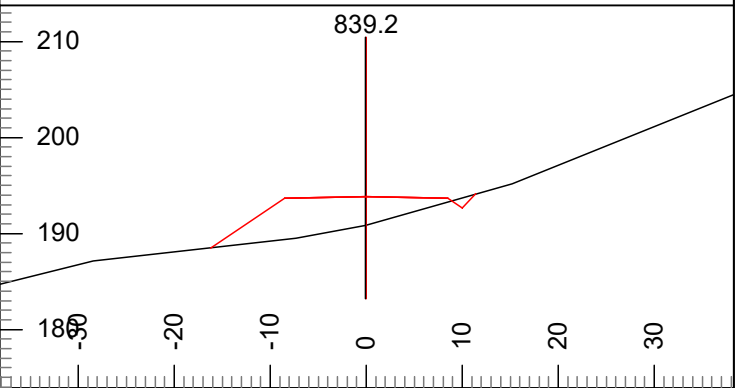
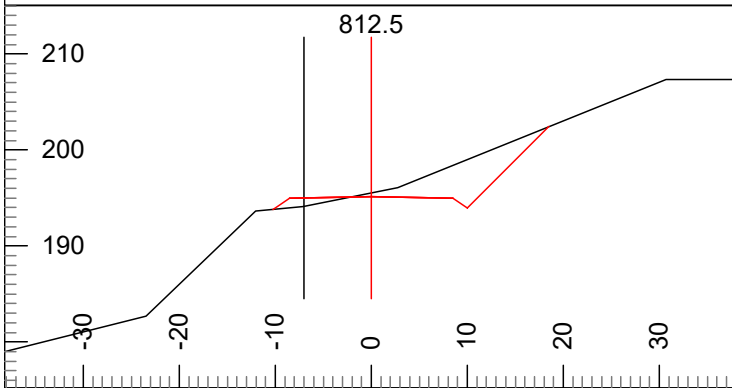


P-Stn : 696.6 H. Offset: -0.1 Cut Dp: 1.7
 L-Stn : 694.8 V.Offset: -1.7 Index: 316



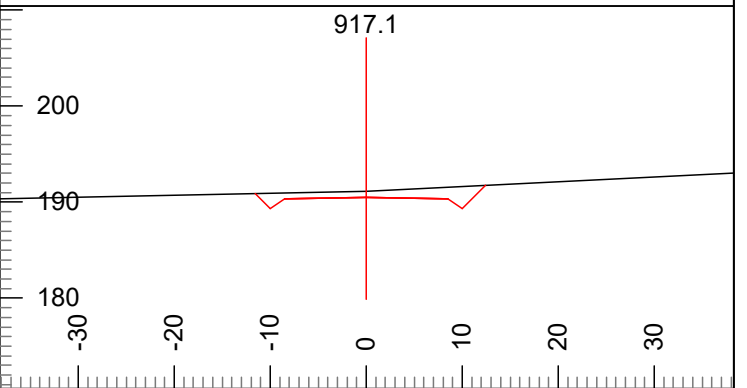
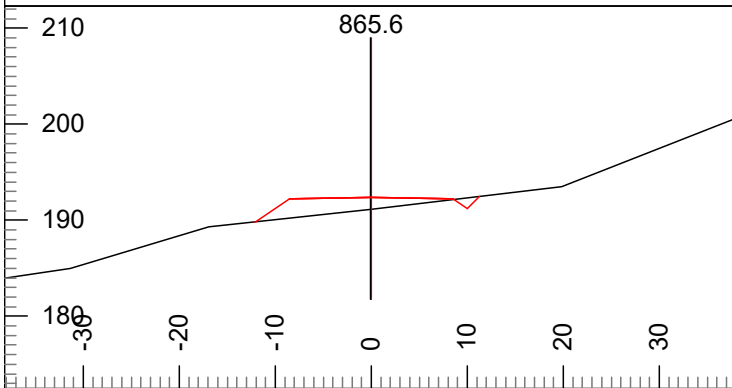
P-Stn : 739.0 H. Offset: 0.0 Cut Dp: 0.0
 L-Stn : 737.3 V.Offset: 0.0 Index: 317

P-Stn : 784.5 H. Offset: 0.0 Cut Dp: 0.0
 L-Stn : 782.7 V.Offset: 0.0 Index: 318



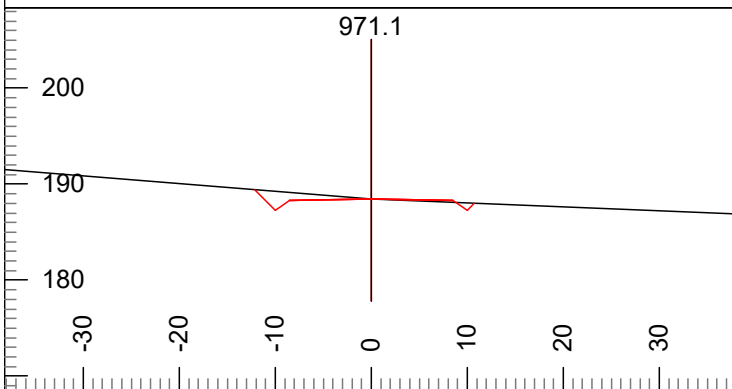
P-Stn : 815.0 H. Offset: 7.1 Cut Dp: 0.4
 L-Stn : 812.5 V.Offset: 1.0 Index: 319

P-Stn : 842.3 H. Offset: 0.0 Cut Dp: -2.9
 L-Stn : 839.2 V.Offset: 3.0 Index: 320

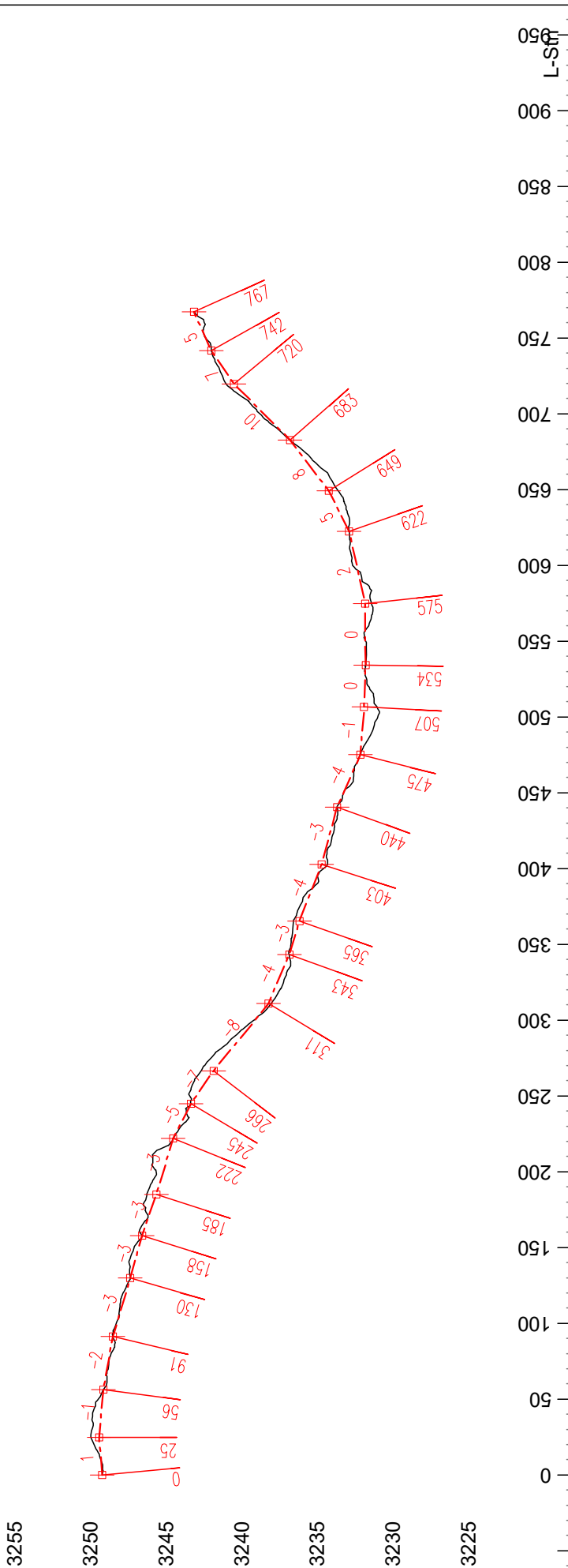
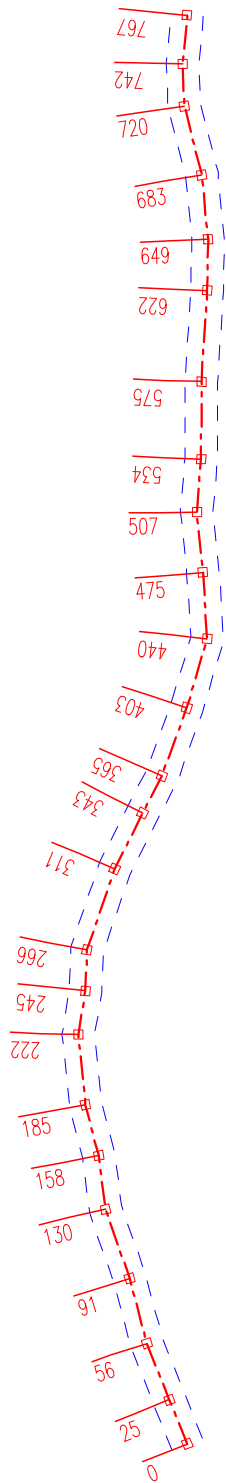


P-Stn : 868.8 H. Offset: 0.0 Cut Dp: -1.2
 L-Stn : 865.6 V.Offset: 1.2 Index: 321

P-Stn : 920.3 H. Offset: 0.0 Cut Dp: 0.6
 L-Stn : 917.1 V.Offset: -0.6 Index: 322



P-Stn : 974.2 H. Offset: 0.0 Cut Dp: 0.0
 L-Stn : 971.1 V.Offset: 0.0 Index: 323



Sylvan Pearl Timber Sale
 5477 Ext
 Contract #: 30-103620
 Remote design using LiDAR data



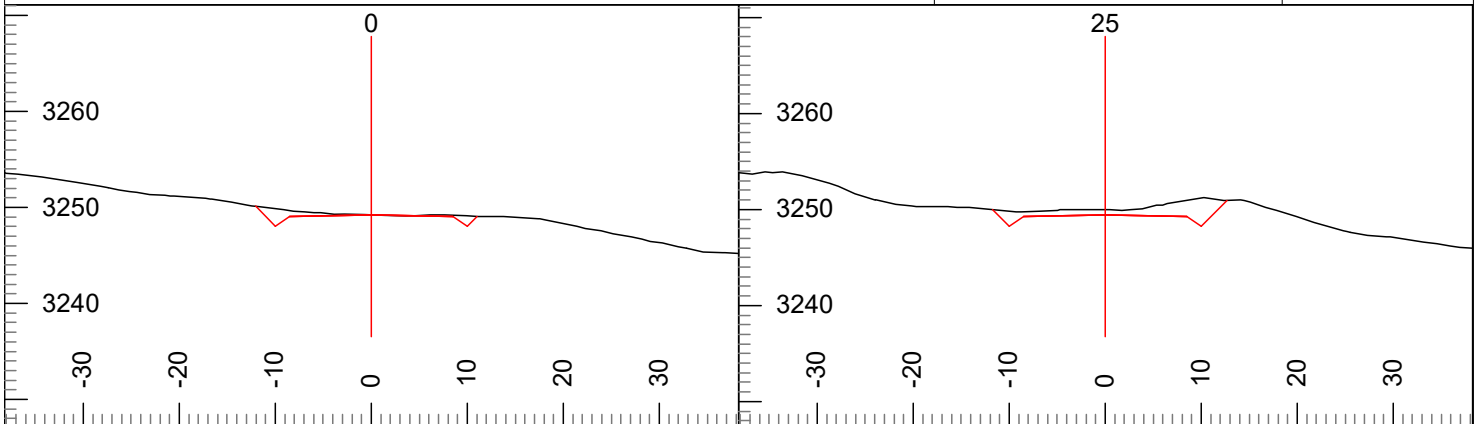
WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

Plan Scale 1:1200
 Profile Vert Scale 1:120
 Profile Horz Scale 1:1200

Engineer: J. Gardner

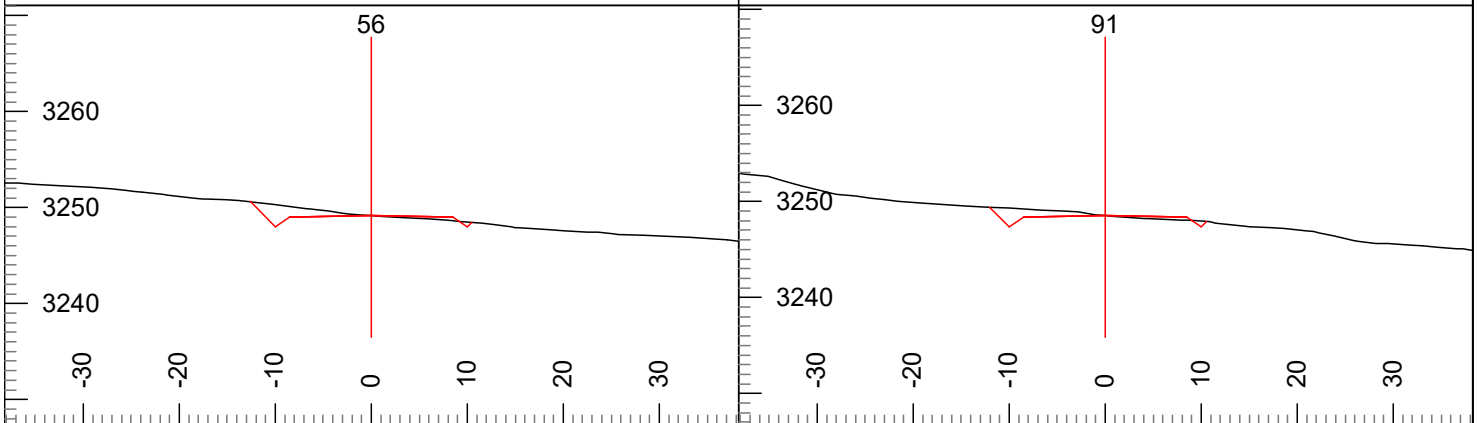
23/08/18

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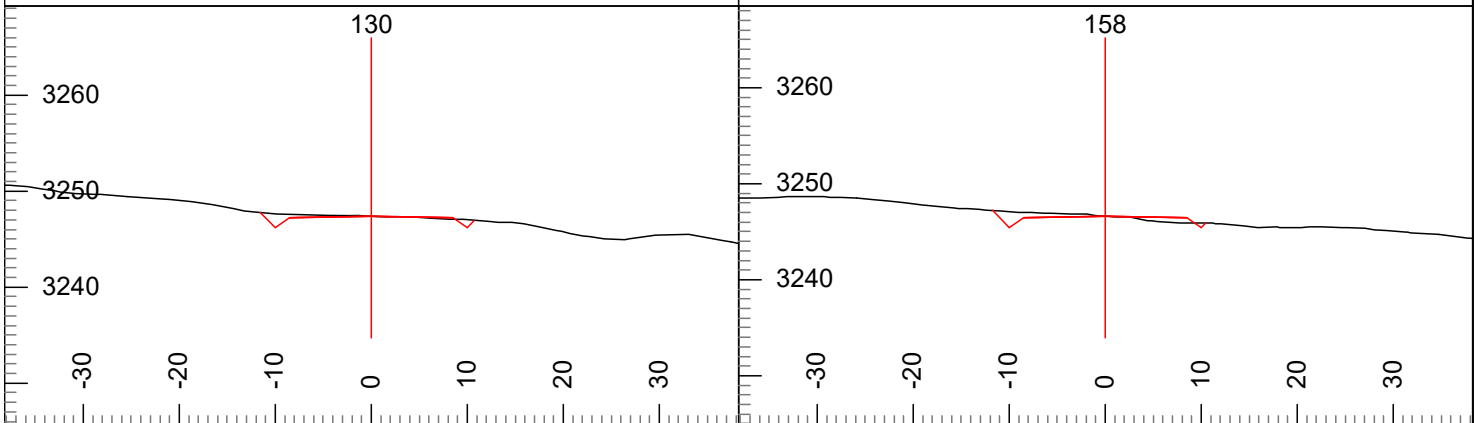
L-Stn : 0 Cut Dp: 0

L-Stn : 25 Cut Dp: 1



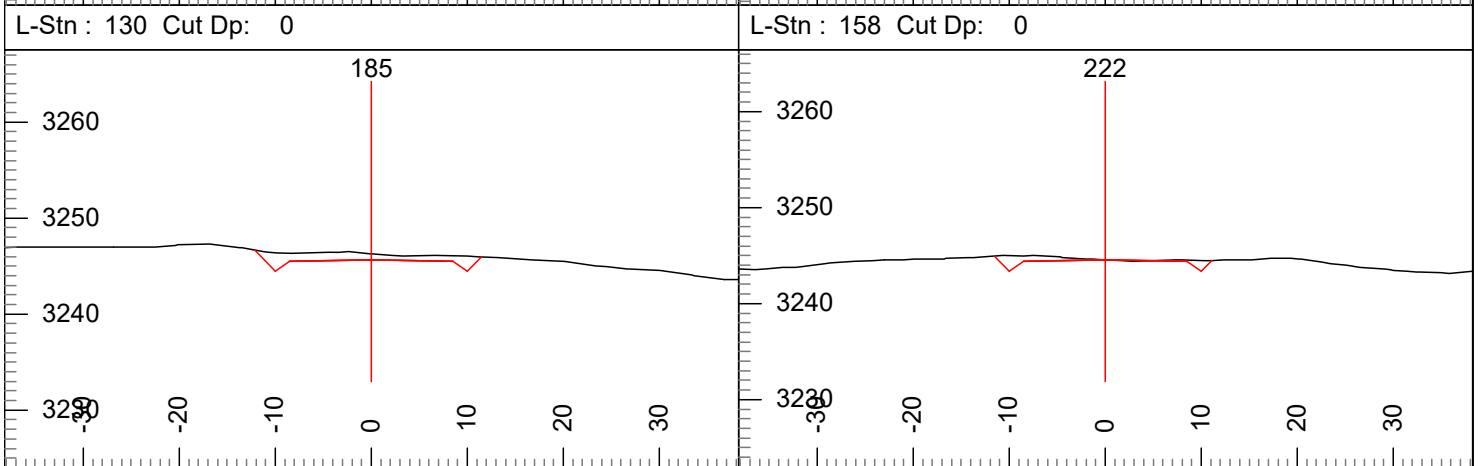
L-Stn : 56 Cut Dp: 0

L-Stn : 91 Cut Dp: 0



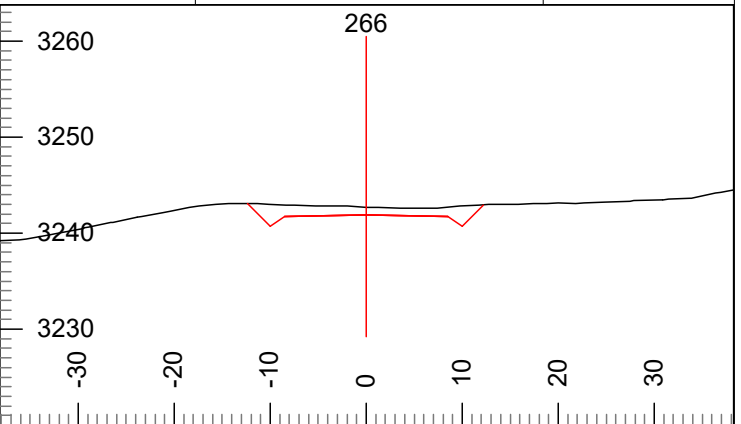
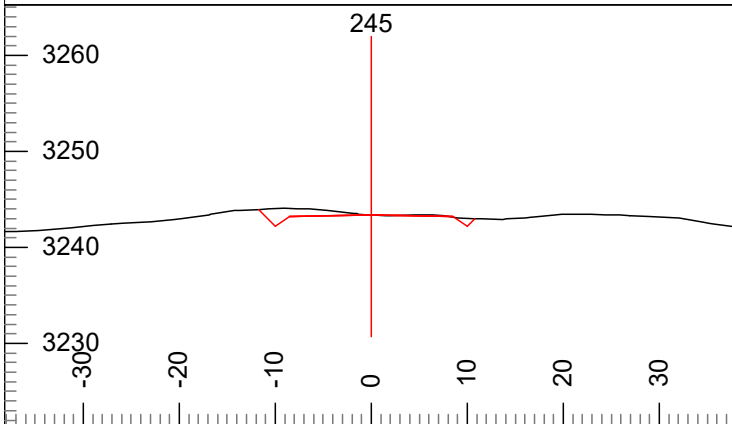
L-Stn : 130 Cut Dp: 0

L-Stn : 158 Cut Dp: 0



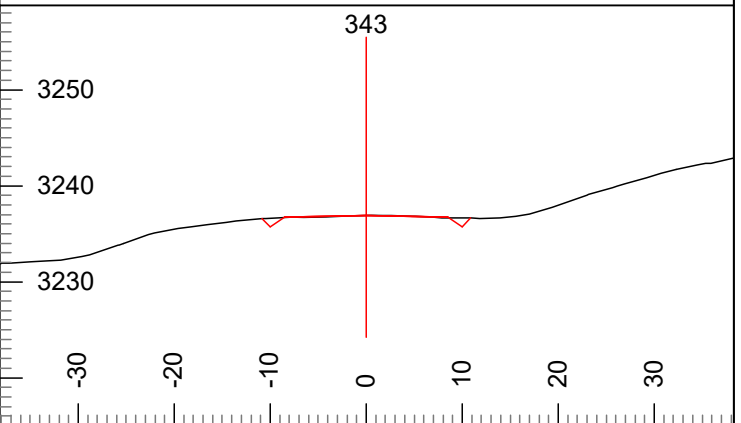
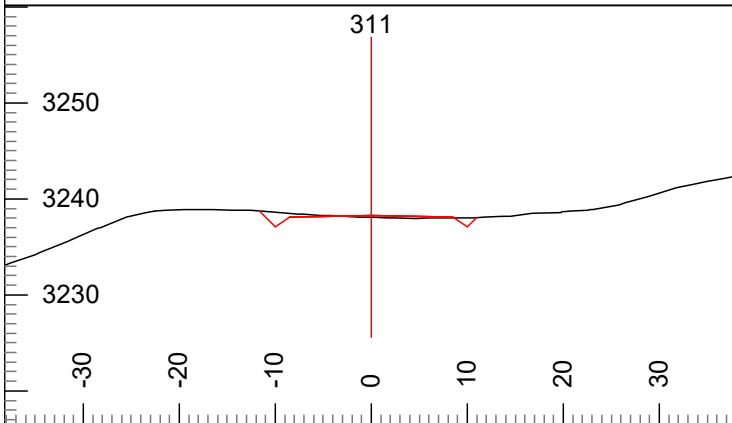
L-Stn : 185 Cut Dp: 1

L-Stn : 222 Cut Dp: 0



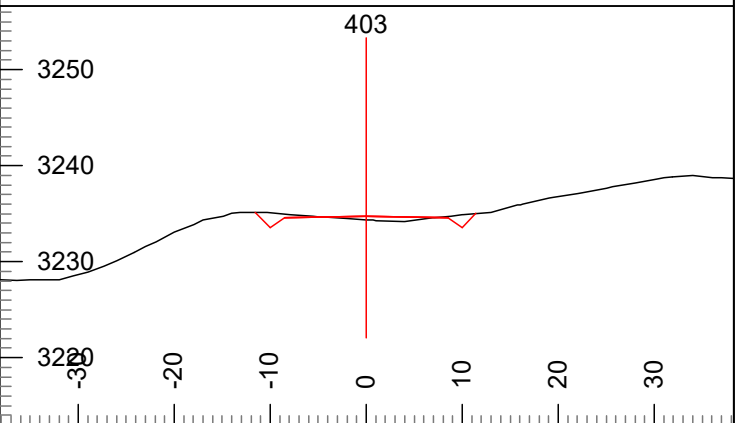
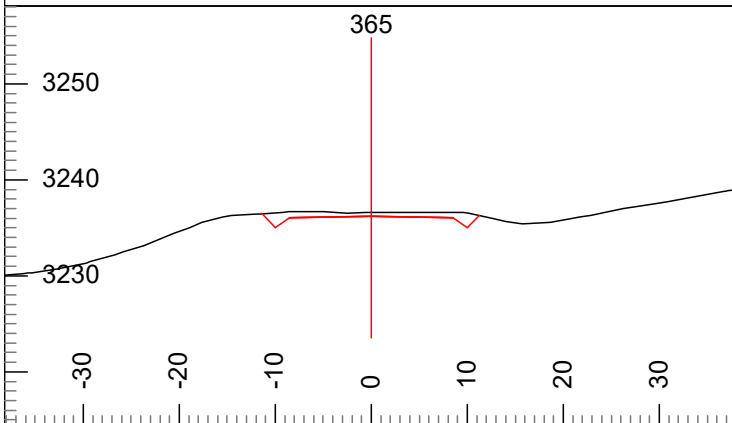
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L-Stn : 266 Cut Dp: 1



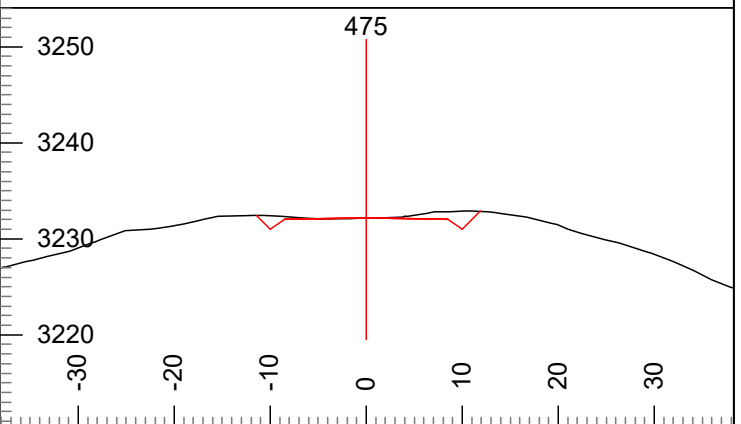
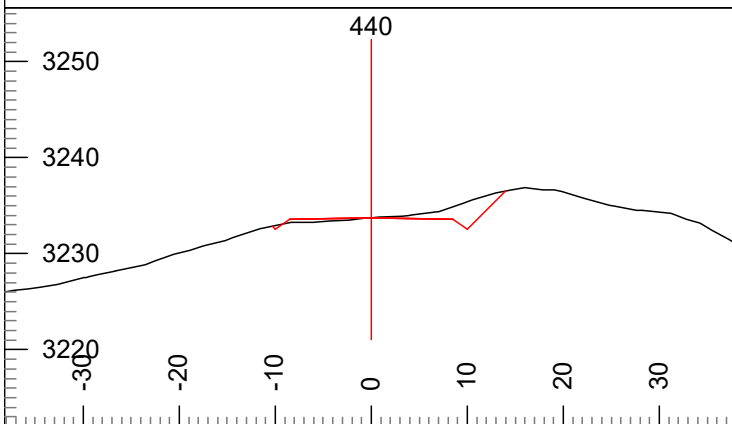
L-Stn : 311 Cut Dp: 0

L-Stn : 343 Cut Dp: 0



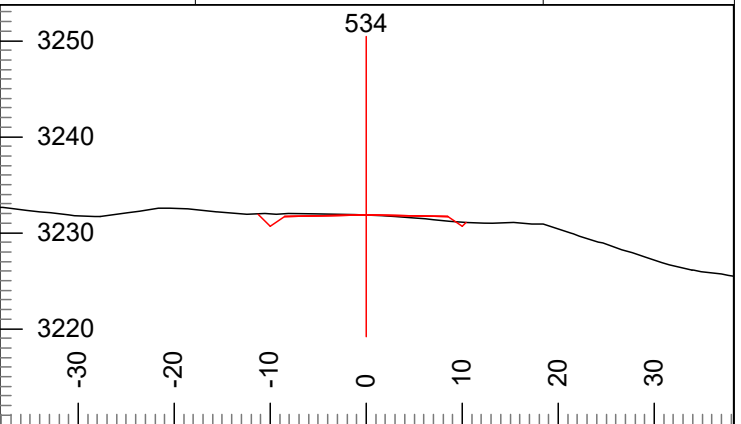
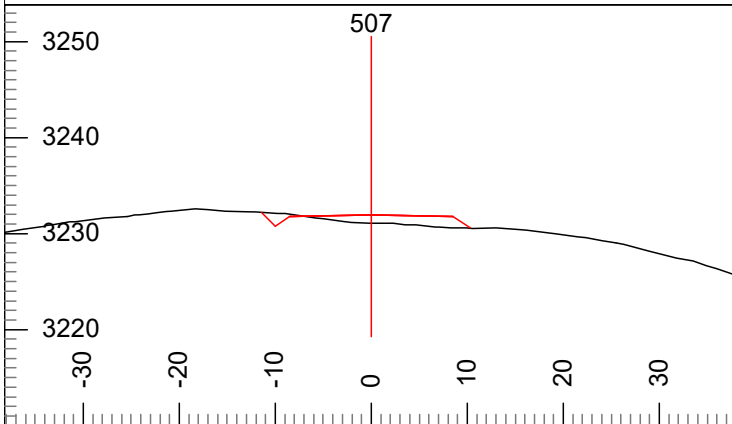
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L-Stn : 403 Cut Dp: 0



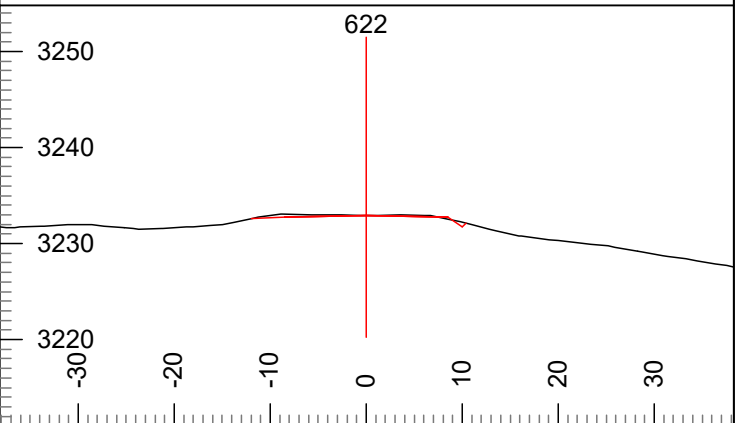
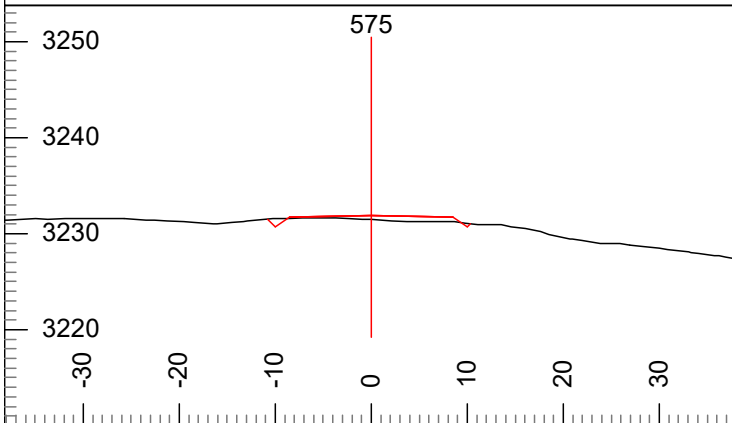
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L-Stn : 475 Cut Dp: 0



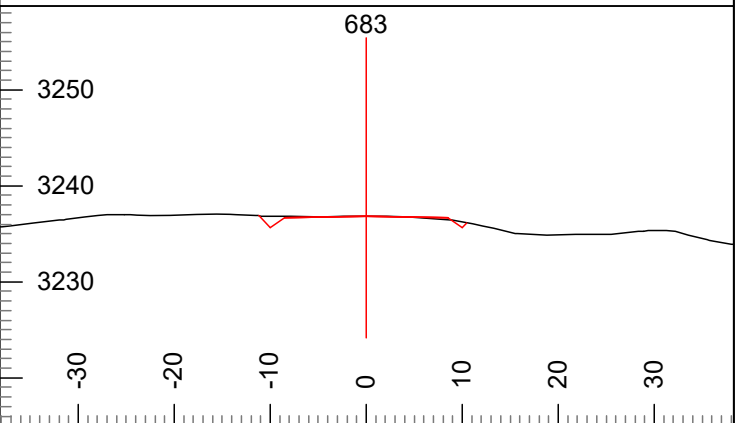
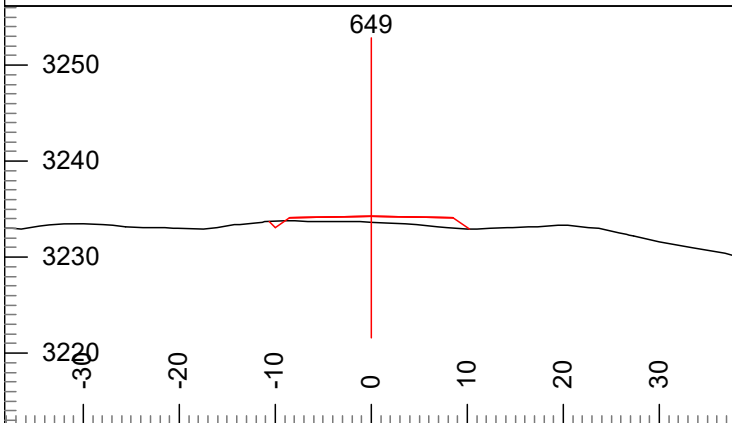
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L-Stn : 534 Cut Dp: 0



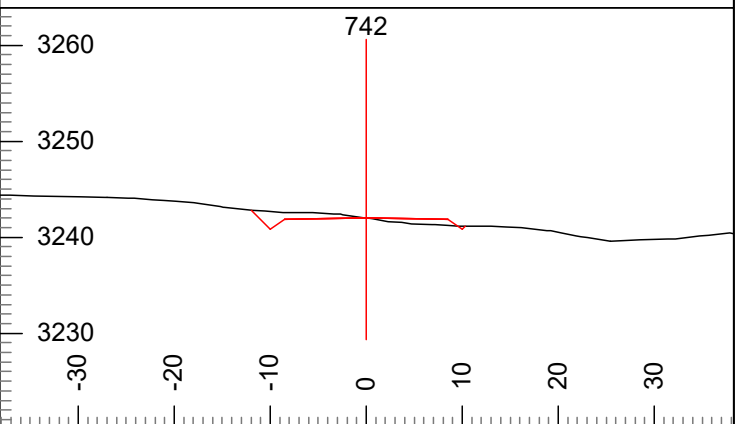
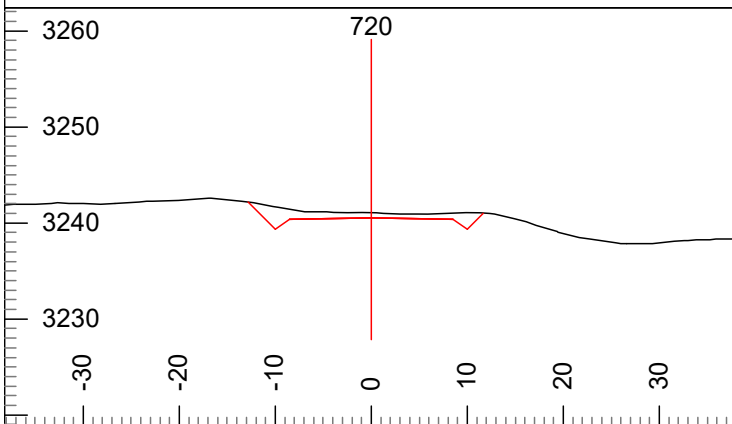
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L-Stn : 622 Cut Dp: 0



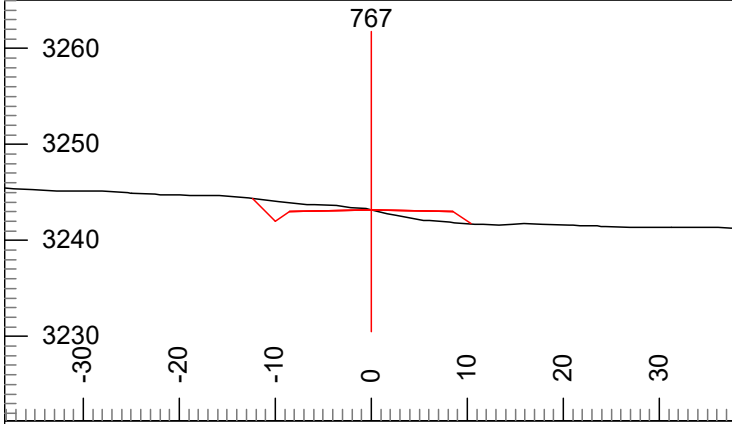
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L-Stn : 683 Cut Dp: 0

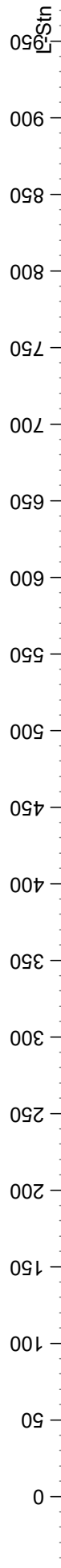
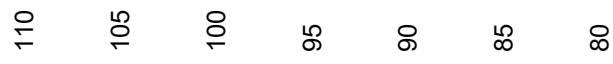
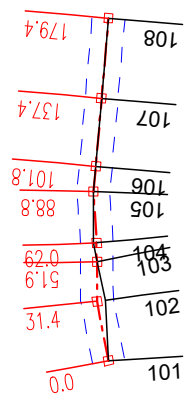


L-Stn : 720 Cut Dp: 1

L-Stn : 742 Cut Dp: 0



L-Stn : 767 Cut Dp: 0



Sylvan Pearl Timber Sale
 Unit 1 Spur
 Contract #: 30-103620

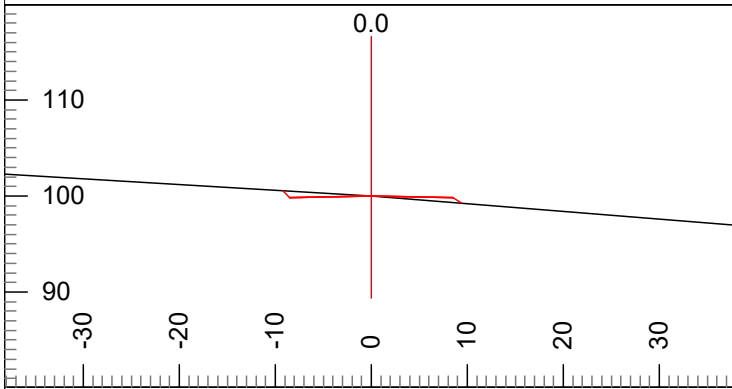


WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

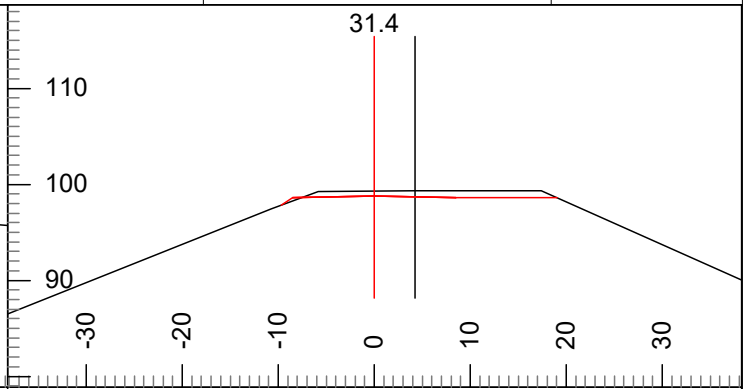
Plan Scale 1:1200
 Profile Vert Scale 1:120
 Profile Horz Scale 1:1200

Engineer: J. Gardner

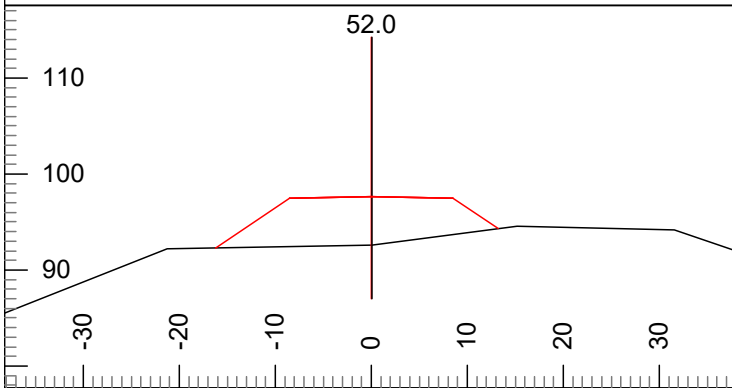
23/08/18



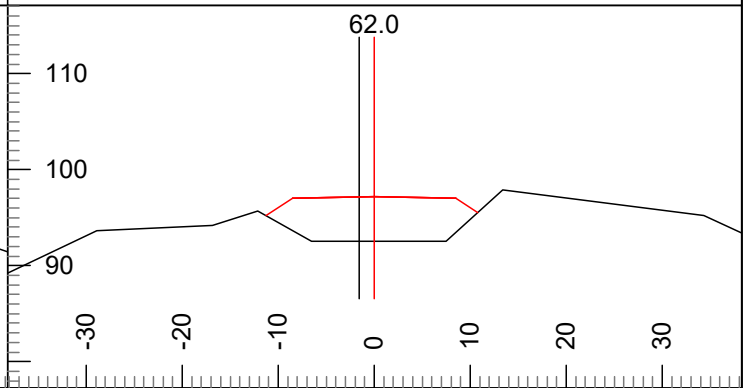
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 L-Stn : 0.0 V.Offset: 0.0 Index: 101



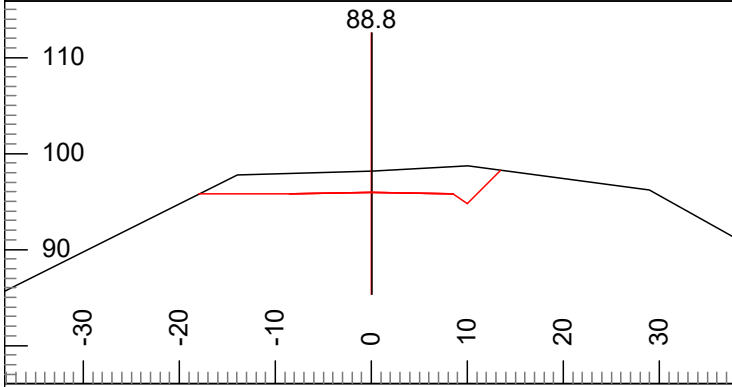
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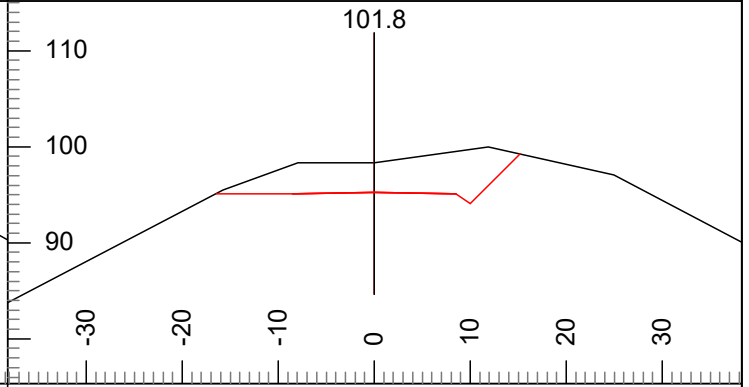
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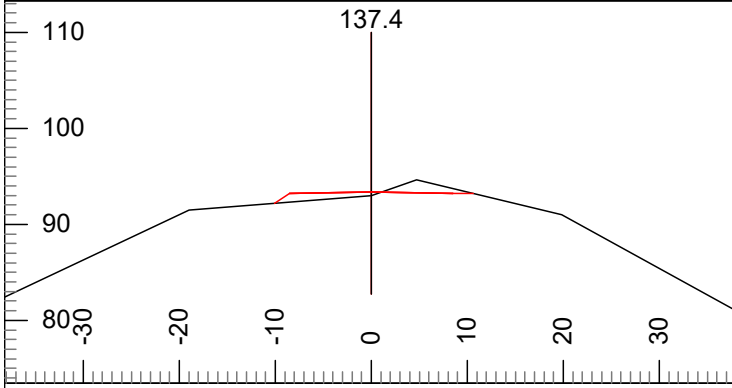
P-Stn : 61.9 H. Offset: 1.6 Cut Dp: -4.6
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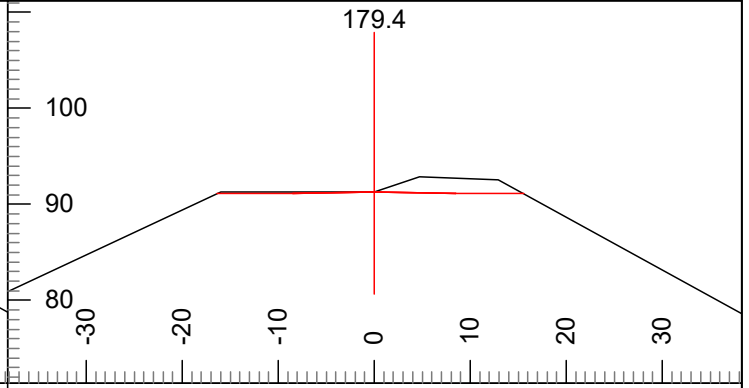
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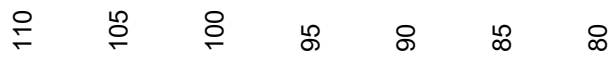
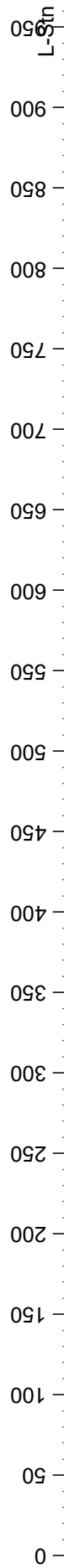
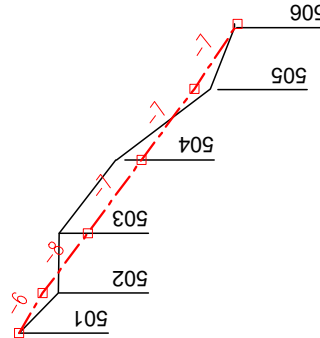
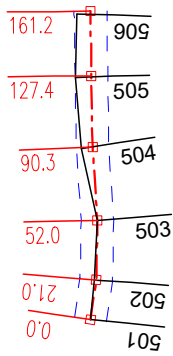
P-Stn : 101.8 H. Offset: 0.0 Cut Dp: 3.1
 L-Stn : 101.8 V.Offset: -3.1 Index: 106



P-Stn : 137.4 H. Offset: 0.0 Cut Dp: -0.4
 L-Stn : 137.4 V.Offset: 0.4 Index: 107



P-Stn : 179.4 H. Offset: 0.0 Cut Dp: 0.0
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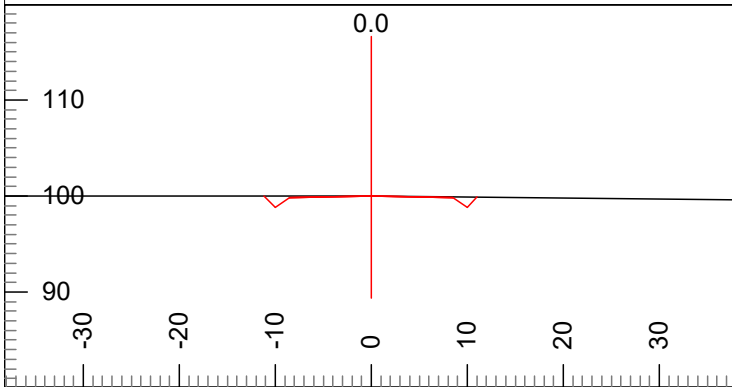


Engineer: J. Gardner
23/08/18

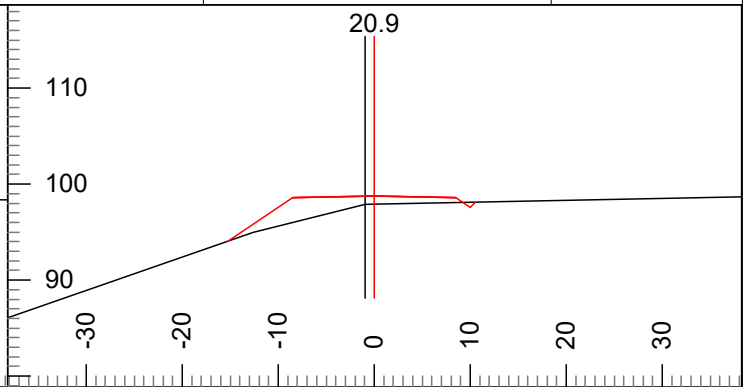
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Profile Vert Scale 1:120
Profile Horz Scale 1:1200



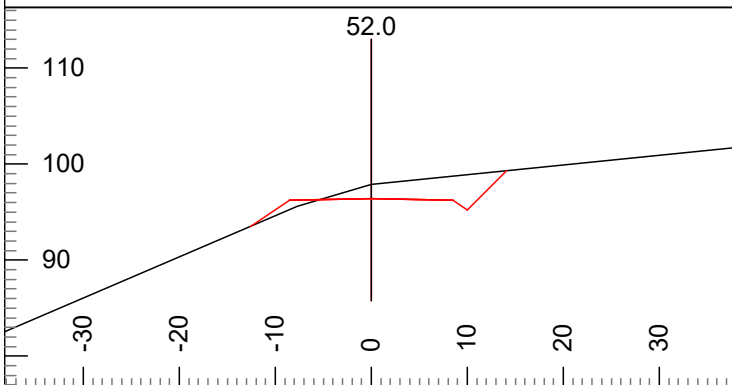
Sylvan Pearl Timber Sale
Spur 7 Spur
Contract #: 30-103620



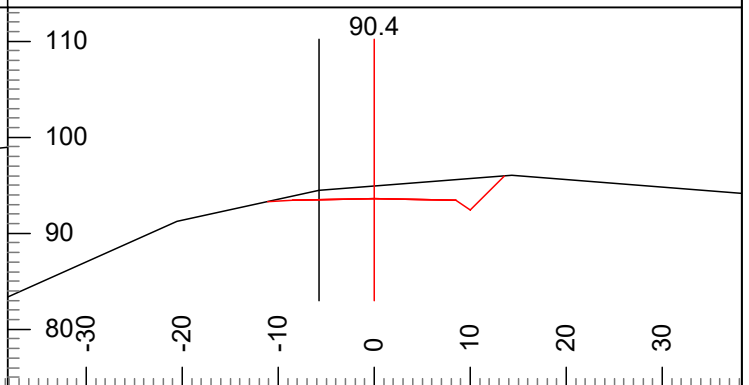
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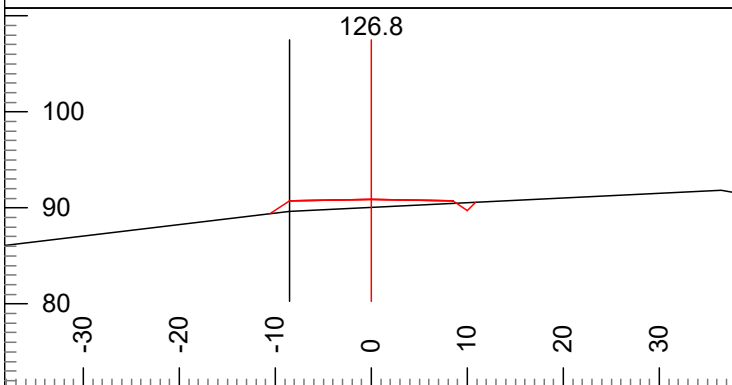
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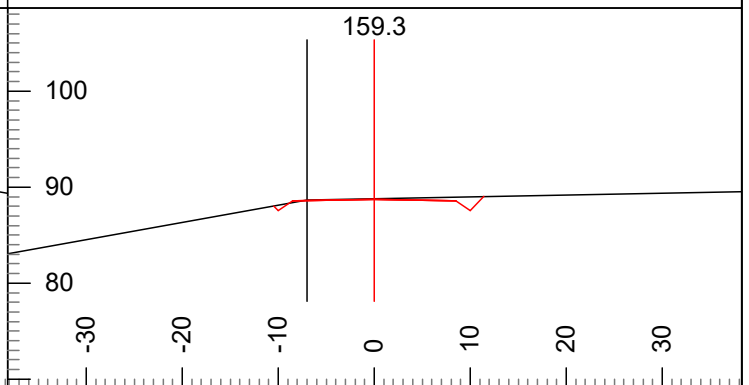
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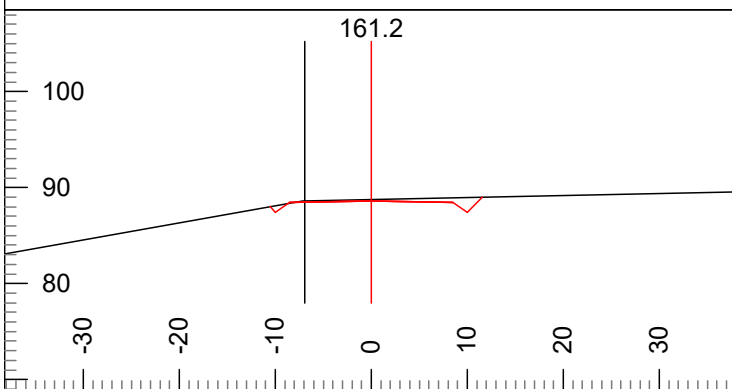
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 L-Stn : 90.4 V.Offset: -0.9 Index: 504



P-Stn : 127.4 H. Offset: 8.5 Cut Dp: -0.8
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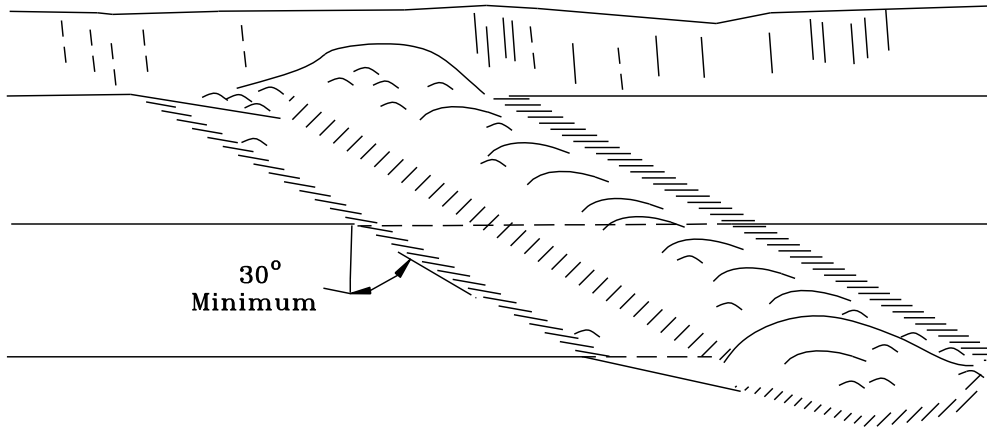
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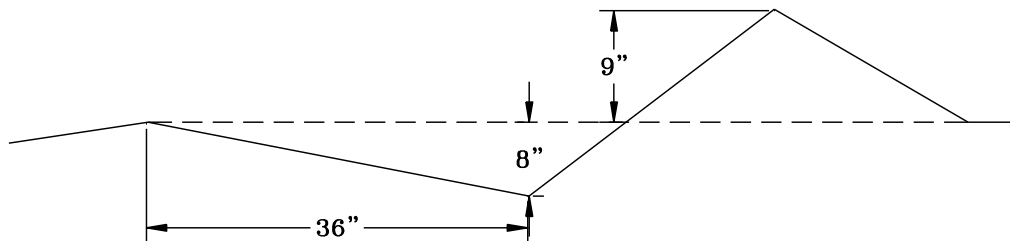
P-Stn : 160.4 H. Offset: 7.2 Cut Dp: 0.2
 L-Stn : 161.2 V.Offset: 0.0 Index:

Drivable Water Bar Detail

Cross Ditch



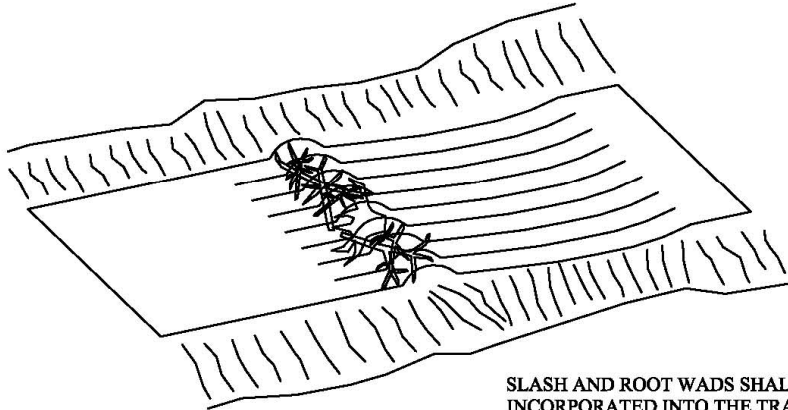
Cross Section at Centerline



Date:
Scale : None
App#
Drawn by: M.A.D.

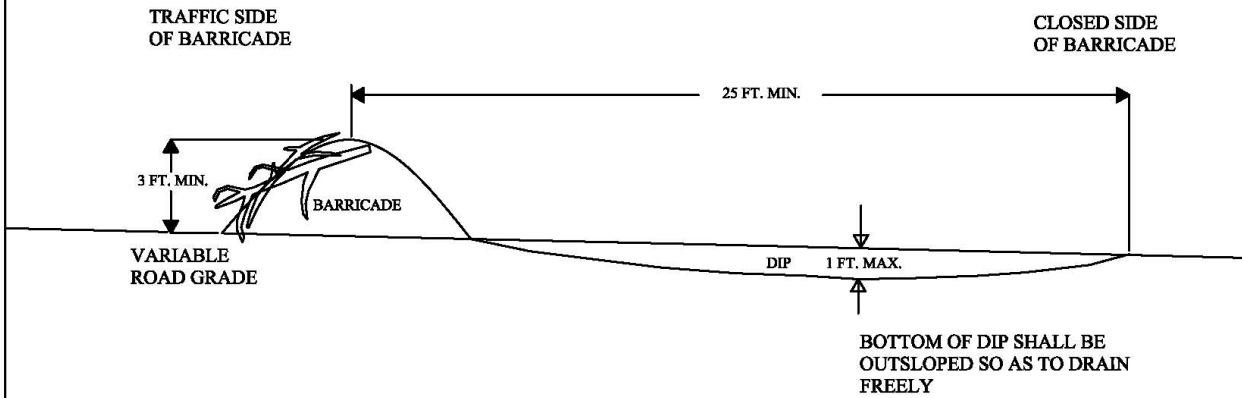
Water Bar Detail	
	WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
<small>SPS REGION</small>	

BARRICADE DETAIL



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

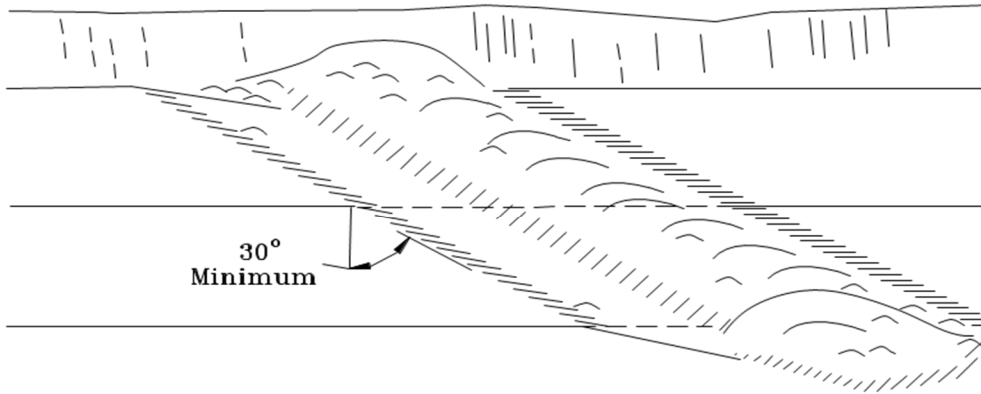
PLAN VIEW



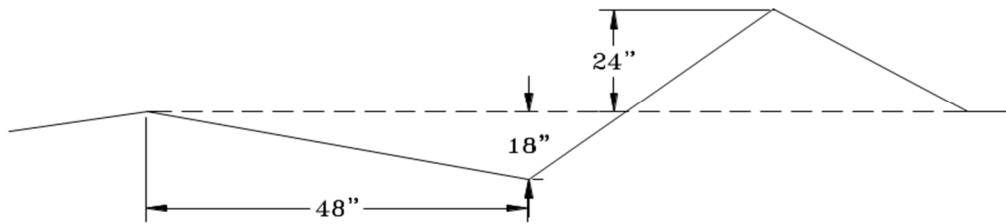
PROFILE VIEW

Non-Drivable Water Bar Detail

Cross Ditch



Cross Section at Centerline

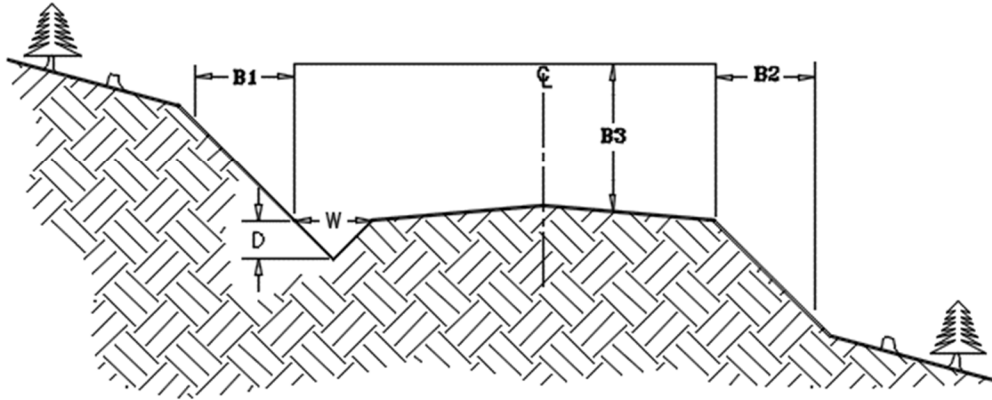


Date:
Scale : None
App#
Drawn by: M.A.D.

Water Bar Detail
WASHINGTON STATE DEPARTMENT OF Natural Resources <small>SPS Region</small>

BRUSHING DETAIL

(not to scale)

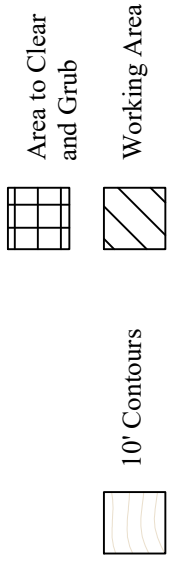


BRUSHING LIST

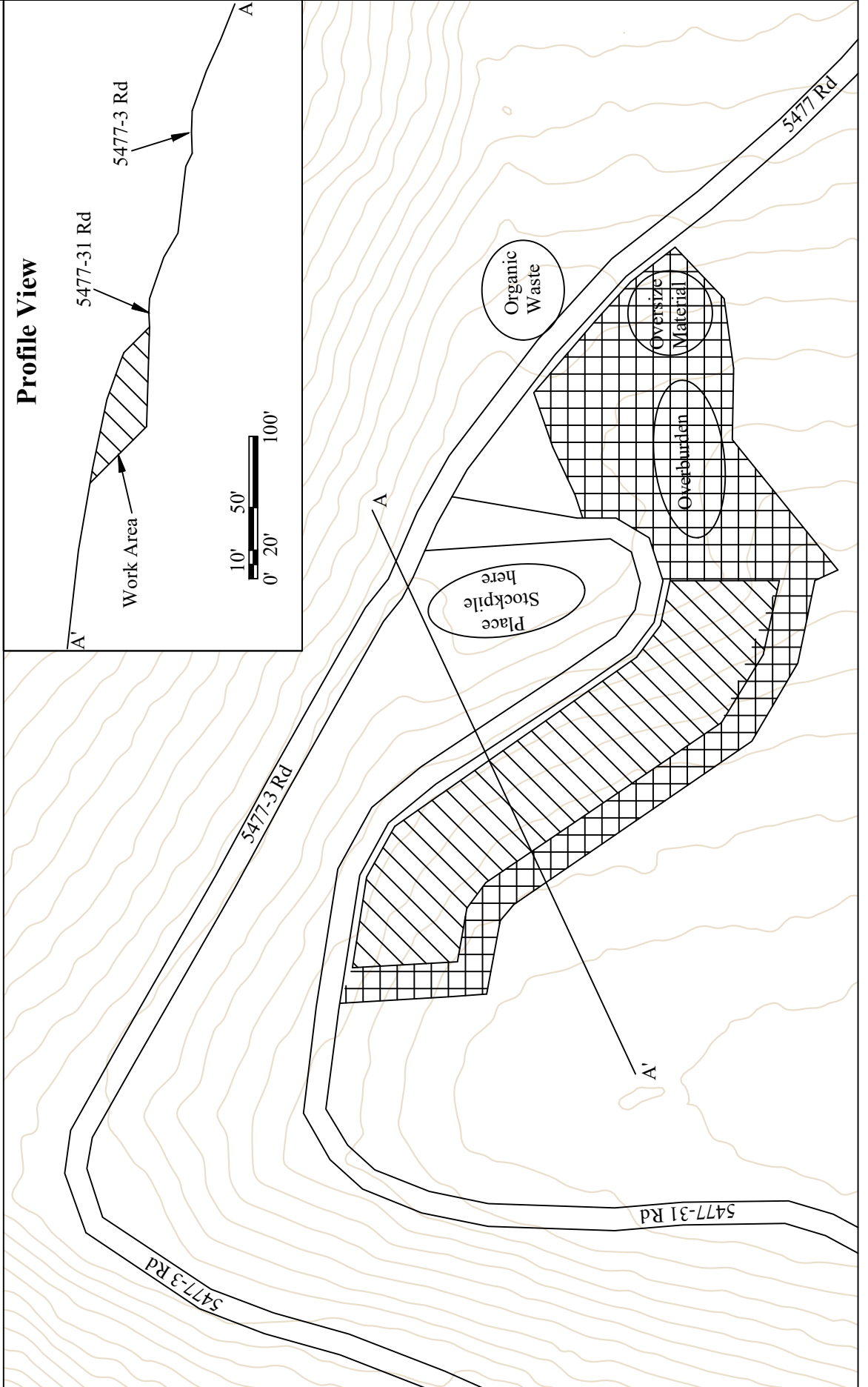
Road Number	Stations	Road Width (feet)	Ditch		Brushing Limits (feet)			Remarks <u>In addition to brushing...</u>
			Width (feet)	Depth (feet)	B1	B2	B3	
			W	D				
5470 Alt	0+00 to 16+90	variable	3	1	5	5	14	Remove brush an extra 16 feet on the inside of curves to provide extra visibility on switchbacks and curves
5477	26+25 to 32+65	variable	3	1	5	5	14	
5477-4	0+00 to 1+75	variable	3	1	5	5	14	

B1 extends horizontally the specified distance in feet from the back of the ditch. B2 extends horizontally the specified distance in feet from the outside edge of the running surface. Brush is defined as all non-merchantable vegetative material found within the specified limits. Brush must be cut to a height of 3 inches above the ground. Brush that is cut shall be removed to the downhill side of the road and placed such that it will not block ditches, ditch-outs, or drainage structures. Signs, culverts, culvert location markers, or any other identification features damaged by brushing shall be replaced at the Purchasers expense.

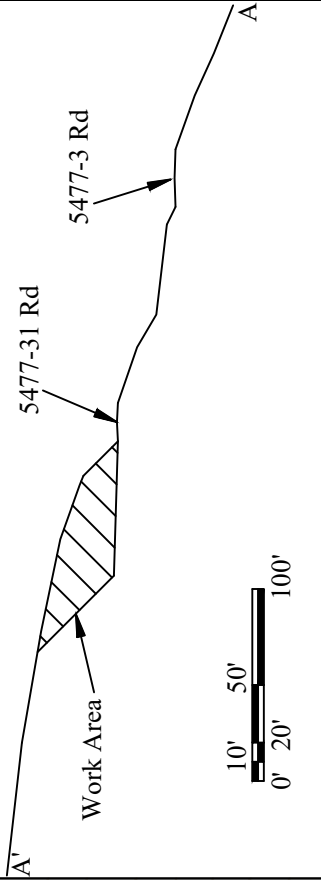
**Load N Go Pit
Rock Source Development Plan
SE 1/4 NW 1/4 Sec. 20 T21R09E**



Drawn By: J. Gardner
August 15, 2018




Profile View

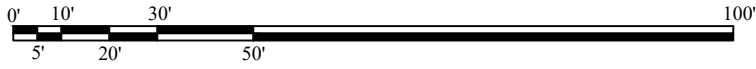


LOAD N GO PIT DEVELOPMENT PLAN
SE ¼, NW ¼, Section 20, Township 21 North, Range 09 East, W.M.

1. All vegetation including stumps shall be cleared a minimum of 25 feet beyond the top of all working faces and piled as shown on drawing.
2. All dirt shall be stripped for a minimum of 25 feet from working faces.
3. Quarry faces shall not have a slope steeper than 1/4(H):1(V).
4. The width of the pit benches shall be a minimum of 1.5 times the maximum length of the largest machine used.
5. The surface of the pit floors and benches shall be uniform and free-draining at a minimum 2% outslope gradient. No ponding will be allowed.
6. Oversized material remaining in the rock source at the conclusion of the timber sale may not exceed 10% of the total volume mined in that source. Oversize material is defined as rock fragments larger than two feet in any direction. Oversize material will be piled as shown on drawing.
7. At the end of operations, pit faces and walls shall be scaled and cleared of loose and overhanging material. No pit face shall be more than 30 vertical feet tall.
8. At the end of operations, the Load N Go Pit Road shall be left in a condition that allows highway vehicle access through the pit area.
9. All operations shall be carried out in compliance with all regulations of:
 - a- "Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations" (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
 - b- "Safety Standards for Construction Work" (296-155 WAC) Washington Department of Labor and Industries.
10. At the completion of rock source operations, Purchaser shall ask Contract Administrator for written approval of final rock source condition and compliance with the terms of this plan.
11. Upon completion of rock source operations, the quarry site shall be cleared of temporary structures, equipment and rubbish and left in a neat and presentable condition.
12. Quantity and Quality of rock is not guaranteed by the State.

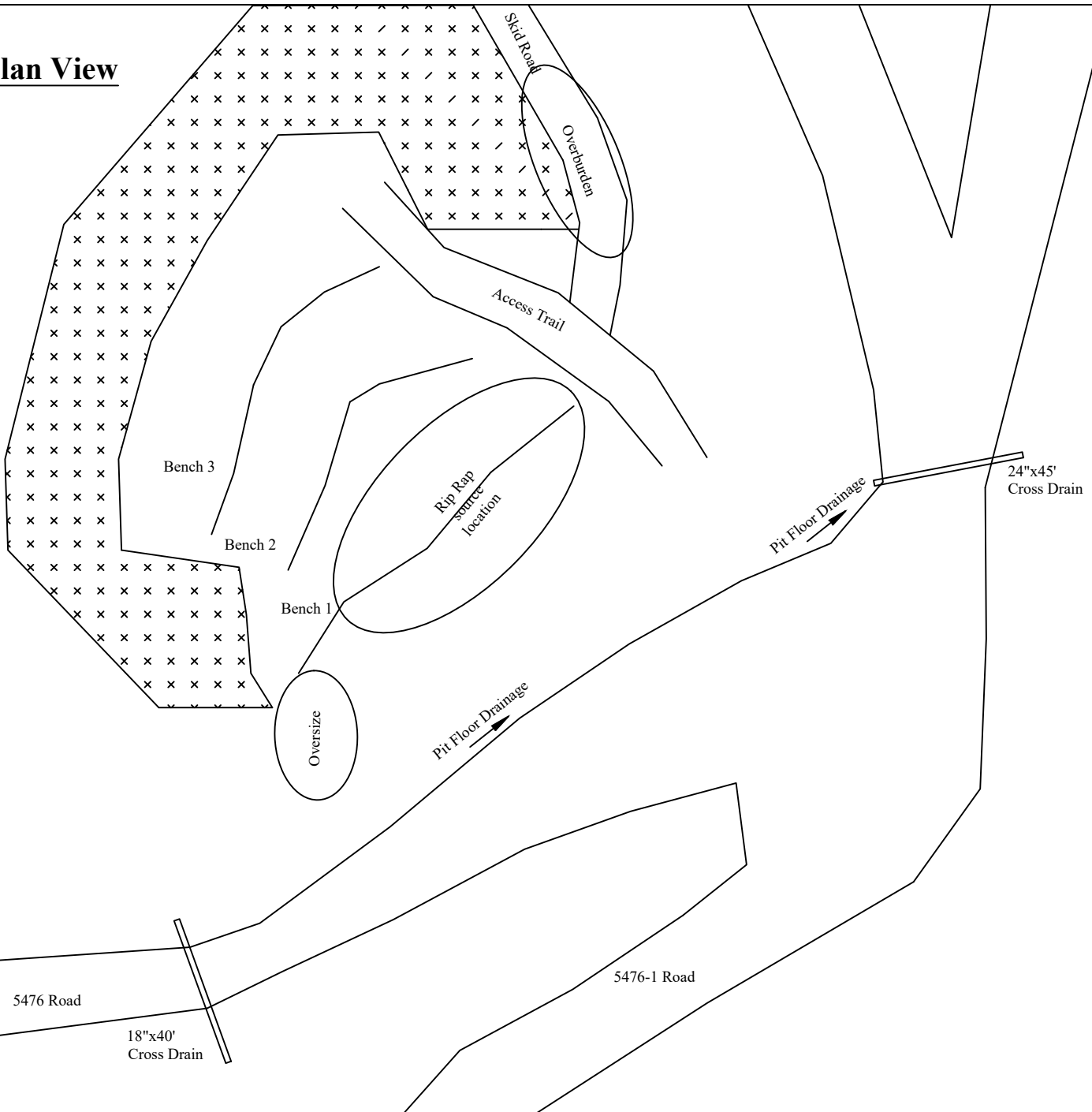
Fir Sure Pit Rock Source Development Plan NW ¼ SE ¼ Sec. 20 T21R09E

 = Cleared and Grubbed Area.



Drawn By: J. Gardner
August 18, 2023

Plan View



FIR SURE PIT DEVELOPMENT PLAN
NW ¼, SE ¼, Section 20, Township 21 North, Range 09 East, W.M.

1. Light Loose Rip Rap may be developed from pit floor to the top of Bench 2, by picking through existing loose pit run material.
2. Quarry faces shall not have a slope steeper than 1/4(H):1(V).
3. The width of the pit benches shall be a minimum of 1.5 times the maximum length of the largest machine used.
4. The surface of the pit floors and benches shall be uniform and free-draining at a minimum 2% outslope gradient. No ponding will be allowed.
5. Oversized material remaining in the rock source at the conclusion of the timber sale may not exceed 10% of the total volume mined in that source. Oversize material is defined as rock fragments larger than two feet in any direction. Oversize material will be piled as shown on drawing.
6. At the end of operations, pit faces and walls shall be scaled and cleared of loose and overhanging material.
7. At the end of operations, the 5476 Road shall be left in a condition that allows highway vehicle access through the pit area.
8. All operations shall be carried out in compliance with all regulations of:
 - a- "Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations" (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
 - b- "Safety Standards for Construction Work" (296-155 WAC) Washington Department of Labor and Industries.
9. At the completion of rock source operations, Purchaser shall ask Contract Administrator for written approval of final rock source condition and compliance with the terms of this plan.
10. Upon completion of rock source operations, the quarry site shall be cleared of temporary structures, equipment and rubbish and left in a neat and presentable condition.
11. Quantity and Quality of rock is not guaranteed by the State.

DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 01-09)

Road Development Cost Estimate

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

REGION: SPS

UNIT: Black Diamond

SALE/PROJECT NAME: Sylvan Pearl

CONTRACT NUMBER: 30-103620

LEGAL DESCRIPTION: Sects 19,20,29&30 T21R09E, Sects 18,19,20,21,22,23,25,26,27&28 T21R08E

ROAD NUMBER:	5476-1,5476-3,5477Ext,Unit 1 Spur,Unit 7 Spur	na	5500,5470,5470-5,5474,5476,5477,5477-3,5477-4
ROAD STANDARD:	Construction	Reconstruction	Pre-haul maintenance
NUMBER OF STATIONS:	44.64	0.00	716.25
SIDESLOPE:	0-50%	na	0-70%
CLEARING AND GRUBBING:	\$6,584	\$0	
EXCAVATION AND FILL:	\$24,366	\$0	
MISC. MAINTENANCE:			\$3,692
ROCK TOTALS (Cu. Yds.):			
1.25" Minus	258 \$0	\$0	\$6,589
2" Minus	3677 \$0	\$0	\$35,962
4" In-Place	677 \$6,032	\$0	\$0
RipRap/QS	93 \$567	\$0	\$2,198
Landing Rock	4,000 \$55,241		
CULVERTS AND FLUMES:	\$5,009	\$0	\$11,686
STRUCTURES:	\$0	\$0	\$0
GENERAL EXPENSES:	\$7,824	\$0	\$5,411
MOBILIZATION:	\$8,225	\$0	\$8,225
TOTAL COSTS:	\$113,847	\$0	\$73,763
COST PER STATION:	\$2,550	\$0	\$103

POST HAUL COSTS: \$15,590

NOTE¹: This appraisal has no allowance for profit and risk.

TOTAL (All Roads) = \$203,200

SALE VOLUME MBF = 6,251

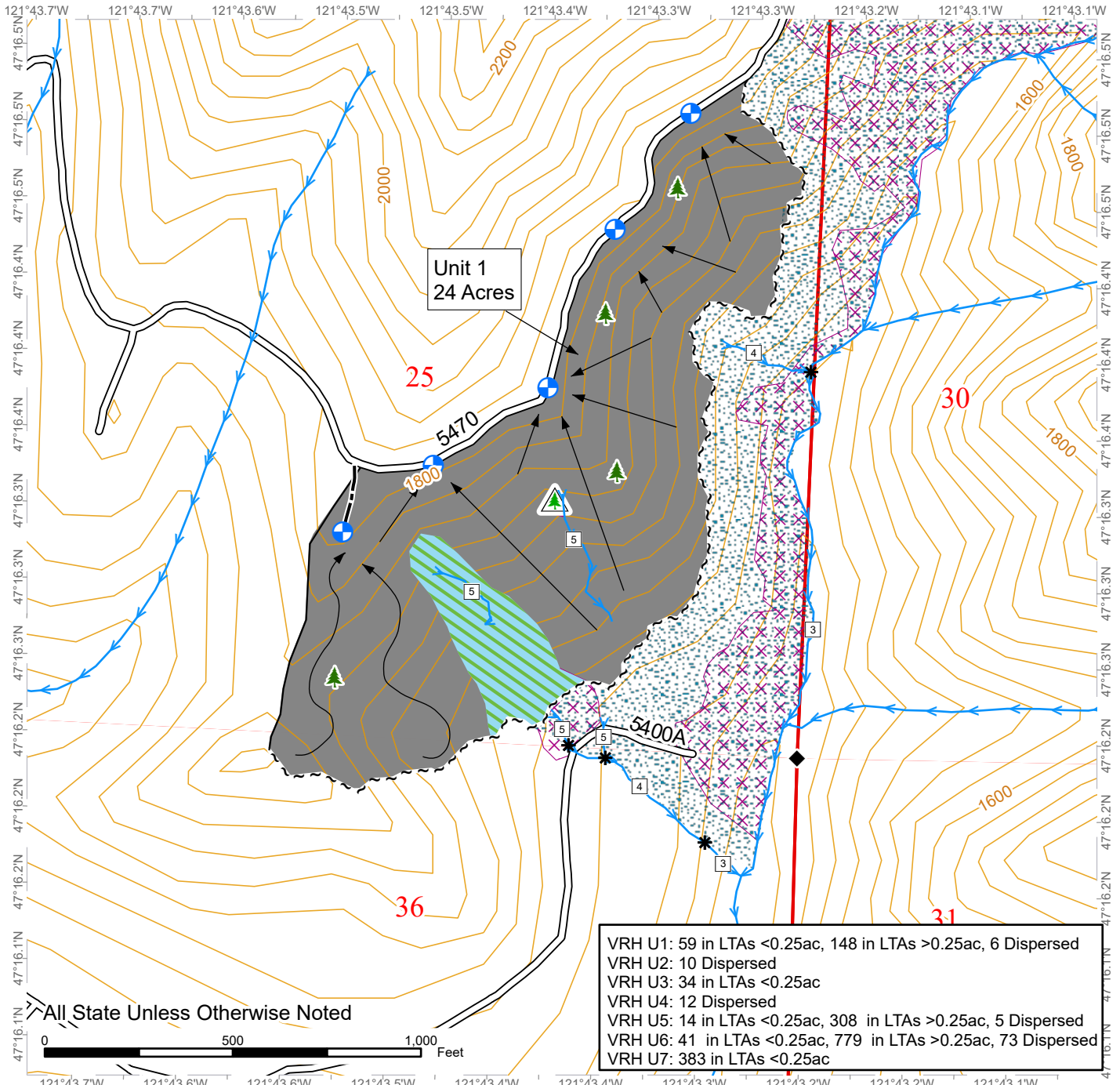
TOTAL COST PER MBF = \$32.51

Date: 09/01/23

LOGGING PLAN MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



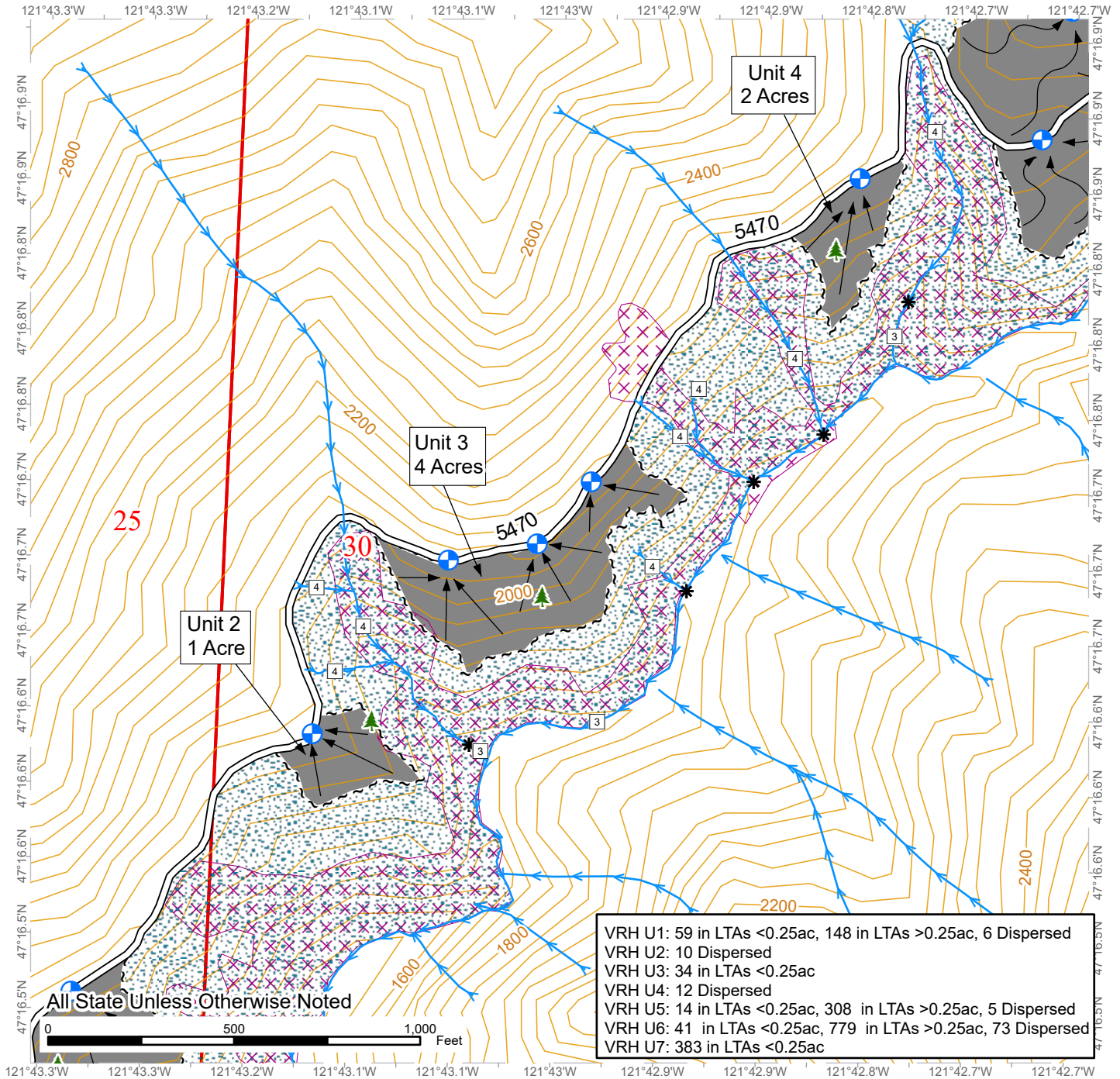
VRH U1: 59 in LTAs <0.25ac, 148 in LTAs >0.25ac, 6 Dispersed
 VRH U2: 10 Dispersed
 VRH U3: 34 in LTAs <0.25ac
 VRH U4: 12 Dispersed
 VRH U5: 14 in LTAs <0.25ac, 308 in LTAs >0.25ac, 5 Dispersed
 VRH U6: 41 in LTAs <0.25ac, 779 in LTAs >0.25ac, 73 Dispersed
 VRH U7: 383 in LTAs <0.25ac

Sale Area	Tailhold Restriction Area	Survey Monument
Ground Harvest	Non-Tradeable Leave Tree Area	Landing - Proposed
Cable Harvest	Riparian Mgt Zone	Leave Tree Area <1/4-acre
Sale Boundary Tags	Stream Type	Non-Tradeable Leave Trees
Timber Type Change	Stream Type Break	Contours 40-foot
Existing Roads	Streams	
Optional Construction		

LOGGING PLAN MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



VRH U1: 59 in LTAs <0.25ac, 148 in LTAs >0.25ac, 6 Dispersed
 VRH U2: 10 Dispersed
 VRH U3: 34 in LTAs <0.25ac
 VRH U4: 12 Dispersed
 VRH U5: 14 in LTAs <0.25ac, 308 in LTAs >0.25ac, 5 Dispersed
 VRH U6: 41 in LTAs <0.25ac, 779 in LTAs >0.25ac, 73 Dispersed
 VRH U7: 383 in LTAs <0.25ac

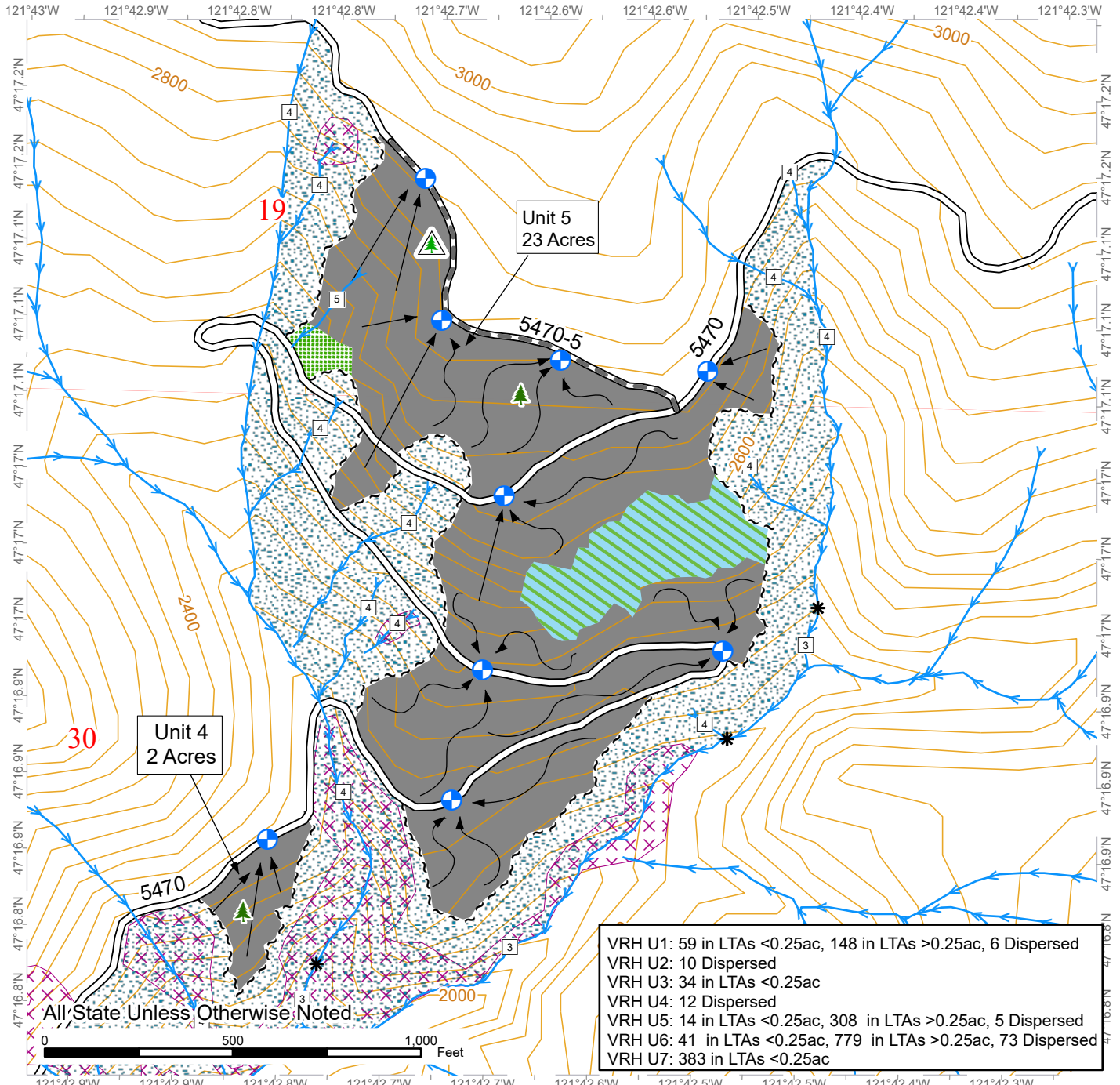
Sale Area	Tailhold Restriction Area	Landing - Proposed
Ground Harvest	Riparian Mgt Zone	Leave Tree Area <1/4-acre
Cable Harvest	Stream Type	Contours 40-foot
Sale Boundary Tags	Stream Type Break	
Existing Roads	Streams	



LOGGING PLAN MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



VRH U1: 59 in LTAs <0.25ac, 148 in LTAs >0.25ac, 6 Dispersed
 VRH U2: 10 Dispersed
 VRH U3: 34 in LTAs <0.25ac
 VRH U4: 12 Dispersed
 VRH U5: 14 in LTAs <0.25ac, 308 in LTAs >0.25ac, 5 Dispersed
 VRH U6: 41 in LTAs <0.25ac, 779 in LTAs >0.25ac, 73 Dispersed
 VRH U7: 383 in LTAs <0.25ac

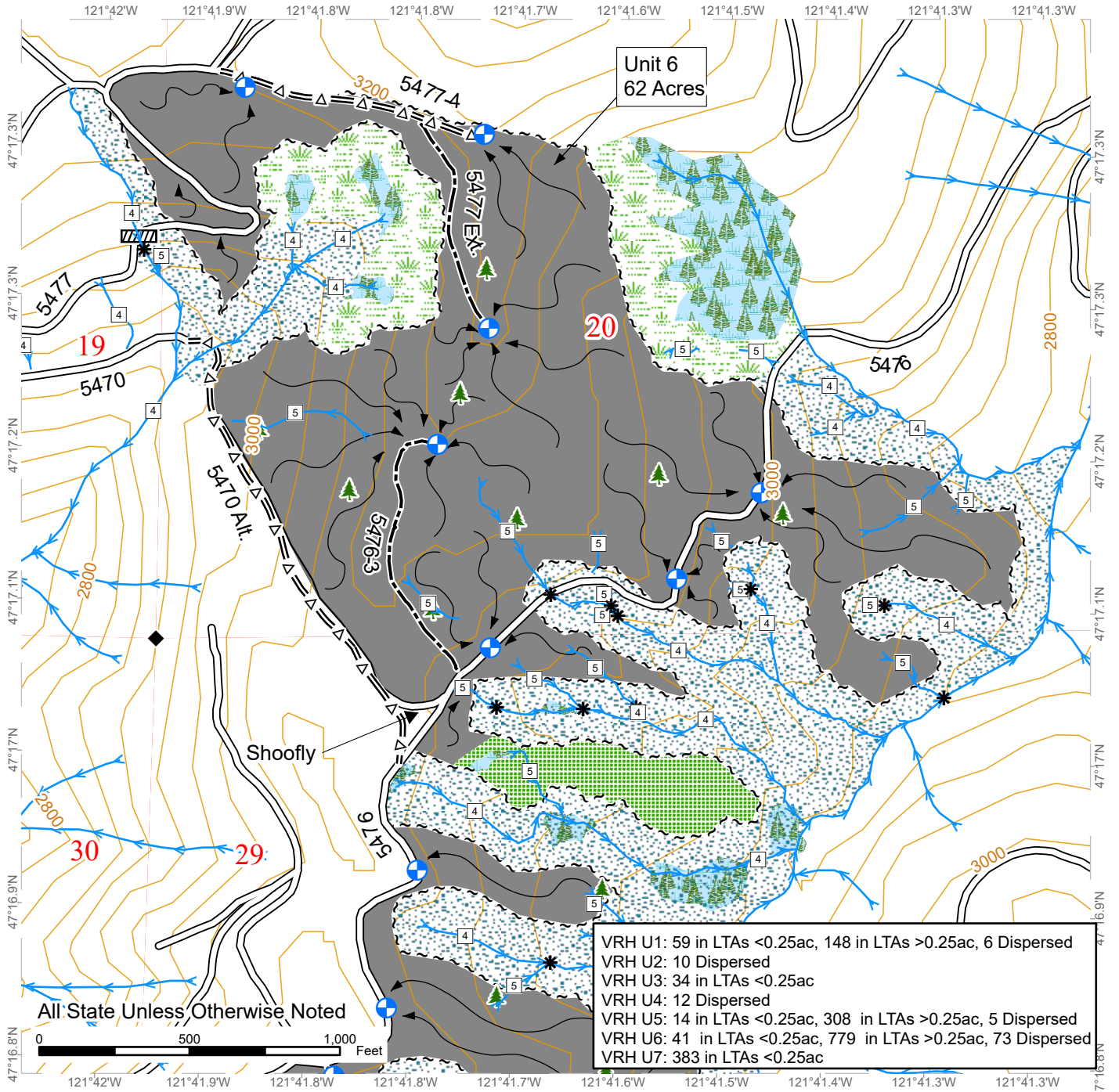
Sale Area	Tailhold Restriction Area	Streams
Ground Harvest	Non-Tradeable Leave Tree Area	Landing - Proposed
Cable Harvest	Riparian Mgt Zone	Leave Tree Area <1/4-acre
Sale Boundary Tags	Leave Tree Area	Non-Tradeable Leave Trees
Existing Roads	Stream Type	Contours 40-foot
Required Pre-Haul Maintenance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



LOGGING PLAN MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



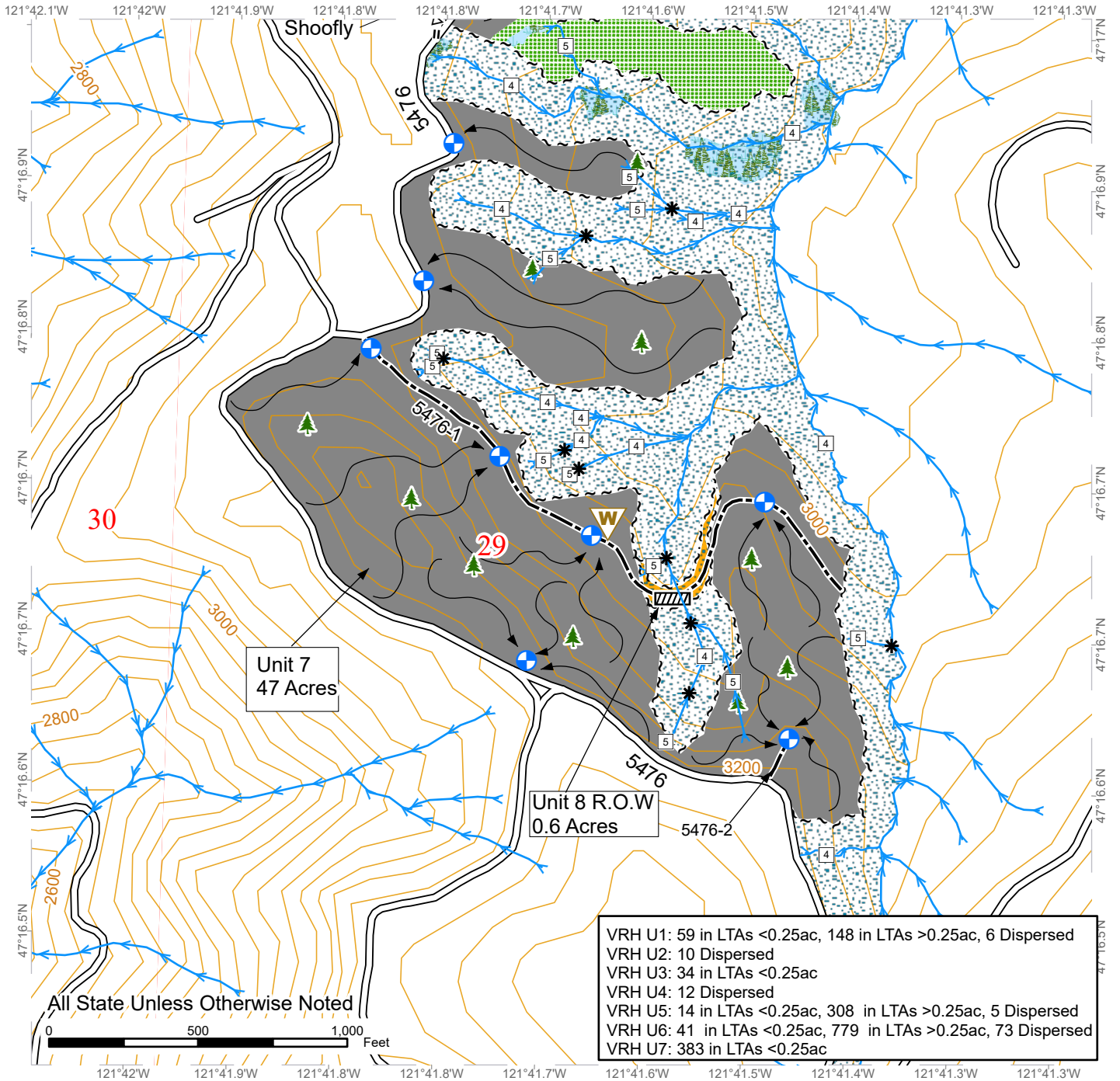
Sale Area	Wetland Mgt Zone	Survey Monument
Ground Harvest	Forested Wetland	Culvert
Sale Boundary Tags	Riparian Mgt Zone	Landing - Proposed
Timber Type Change	Leave Tree Area	Leave Tree Area <1/4-acre
Existing Roads	Stream Type	Contours 40-foot
Optional Pre-Haul Maintenance	Stream Type Break	
Optional Construction	Streams	



LOGGING PLAN MAP

SALE NAME: SYLVAN PEARL
AGREEMENT#: 30-103620
TOWNSHIP(S): T21R8E, T21R9E
TRUST(S): Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): King
ELEVATION RGE: 1320-3280



Sale Area	Optional Construction	Culvert
Right Of Way	Forested Wetland	Landing - Proposed
Ground Harvest	Riparian Mgt Zone	Leave Tree Area <1/4-acre
Sale Boundary Tags	Leave Tree Area	Waste Area
Right of Way Tags	Stream Type	Contours 40-foot
Existing Roads	Stream Type Break	
Optional Pre-Haul Maintenance	Streams	



Grantee

DEPARTMENT OF THE ARMY
GRANT FOR USE OF ROAD

DA(S)45-108-CIVENG-65-25

ON Howard A. Hanson Dam and Eagle Gorge Reservoir Project, Washington

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by the Act of Congress approved 20 June 1938 (52 Stat. 802, 804; 33 U. S. C. 558b) and the Act of Congress approved 11 August 1939 (53 Stat. 1414; 33 U. S. C. 558b-1), hereby grants to the State of Washington, and its assigns,

hereinafter designated as the grantee, the right to use jointly with the United States and others, that certain road constructed by the United States Army Corps of Engineers in connection with the Howard A. Hanson Dam and Eagle Gorge Reservoir Project, Washington, over and across:

parcels of land in King County, Washington, as described in Exhibit "A"

and shown on Exhibit "B", both of which exhibits are attached hereto and made parts hereof.

THIS GRANT is in consideration of the waiver of compensation by the grantee in Civil No. 5643 in the United States District Court for the Western District of Washington, Northern Division, entitled, United States of America, Plaintiff, vs. 530.90 Acres of Land, More or Less, Situate in King County, State of Washington, et al, Defendants, and subject to the following provisions and conditions:

1. The use, occupancy and maintenance of said road, including culverts and other drainage facilities, shall be in accordance with such reasonable rules and regulations as the responsible officer of the Corps of Engineers, or other governmental agency having jurisdiction over said road, hereinafter designated said officer, may prescribe from time to time in order to properly protect the interests of the United States.

2. While using said road the grantee will perform its share, as determined by said officer, of road maintenance including, but not limited to, normal work of keeping the road graded, ditches cleaned, culverts open and replacing surface rock.

3. It is to be understood that this instrument is effective only insofar as the rights of the United States in said road are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

4. All or any part of such rights herein granted may be terminated by the Secretary of the Army or his successor in interest for failure to comply with any or all of the terms or conditions of this grant, or for non-use for a two-year period or abandonment of rights granted herein.

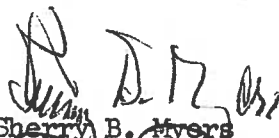
5. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use of said road by the grantee or others, nor for damages to the property of the grantee, or for injuries to the grantee, nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

6. The provisions and conditions of this grant shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

7. The rights and privileges hereby granted are granted subject to the terms and conditions of that certain License granted by the Secretary of the Army to the City of Tacoma, dated 1 October 1959 and bearing identification number DA(s)45-108-Civeng-60-9.

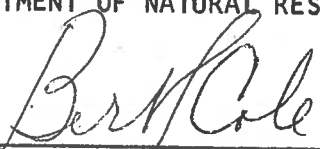
This grant is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 3rd day of August 19 65, by direction of the Assistant Secretary of the Army.


Sherry B. Myers
Staff Asst (Real Property)
Mil Const and Real
Property OASA (I&L)

This instrument, together with all the conditions thereof, is hereby accepted this 22nd day of January 19 65.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By 
BERT L. COLE
Commissioner of Public Lands

HOWARD A. HANSON DAM AND EAGLE GORGE RESERVOIR PROJECT, WASHINGTON

DESCRIPTION
of
Parcels Covered by Grant for Use of Road

Tracts I 900E, I 920, I 919, I 918, I 917, I 916, I 915, I 914, I 913, I 912, I 911, I 910, I 909, I 908, I 907, I 906, I 905, I 904 and I 903, as described and acquired in Civil Case No. 5643 in the United States District Court for the Western District of Washington, Northern Division, entitled United States of America, Plaintiff, vs. 530.90 Acres of Land, More or Less, Situate in King County, State of Washington, et al, Defendants, said Tracts lying in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 14, the N $\frac{1}{2}$ of the NW $\frac{1}{4}$, the NE $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 13, all in Township 21 North, Range 7 East of the Willamette Meridian, King County, Washington, Government Lot 3 (the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$), Government Lot 4 (the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$) and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 19, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, all in Township 21 North, Range 8 East of the Willamette Meridian, said county and state;

Also Tract E 501, as described and acquired in Civil Case No. 4765 in the United States District Court for the Western District of Washington, Northern Division, entitled United States of America, Plaintiff, vs. 20.55 Acres of Land, More or Less, in King County, Washington, et al, Defendants, said Tract lying northerly and easterly of the 400 foot charter right-of-way of the Northern Pacific Railway in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 21 North, Range 8 East of the Willamette Meridian, said county and state;

Also a portion, lying northerly of the Green River, of a parcel designated Tract I 902, being a portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, Township 21 North, Range 8 East of the Willamette Meridian, said county and state, lying northerly of the 400 foot charter right-of-way of the Northern Pacific Railway;

Also a portion of a parcel designated Tract E 500-1, lying easterly of the 400 foot charter right-of-way of the Northern Pacific Railway in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, and in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 21 North, Range 8 East of the Willamette Meridian, said county and state;

HOWARD A. HANSON DAM AND EAGLE GORGE RESERVOIR PROJECT, WASHINGTON
Description of Parcels Covered by Grant for Use of Road

Also a portion of a parcel designated Tract F 600-1, in that part of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 27, Township 21 North, Range 8 East of the Willamette Meridian, said county and state, lying northerly of the 400 foot charter right-of-way of the Northern Pacific Railway;

Also Tract F 612E-2 in the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ and the $NE\frac{1}{4}$ of Section 27 and the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 22, Township 21 North, Range 8 East of the Willamette Meridian, said county and state, as described and acquired in Civil Case No. 4854 in the United States District Court for the Western District of Washington, Northern Division, entitled United States of America, Plaintiff, vs. 725.68 Acres of Land, More or Less, Situate in King County, State of Washington, et al, Defendants;

Also Tracts F 613E-4, F 614E-3, F 613E-3, F 614E-2, F 613E-2, F 614E-1 and F 613E-1, lying in the $E\frac{1}{2}$ of the $SE\frac{1}{4}$, the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$, the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ and the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 22 and the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 15, all in Township 21 North, Range 8 East of the Willamette Meridian, said county and state, as described and acquired in Civil Case No. 5256 in the United States District Court for the Western District of Washington, Northern Division, entitled United States of America, Plaintiff, vs. 29.98 Acres of Land, More or Less, Situate in King County, State of Washington, et al, Defendants;

Also Tracts J 1000E-1, J 1001E-1, J 1000E-2 and J 1001E-2, lying in the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ and the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 15, the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$, the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$, the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ and the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 22, the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23, the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ and the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 26, all in Township 21 North, Range 8 East of the Willamette Meridian, said county and state, as described and acquired in Civil Case No. 5256 in the United States District Court for the Western District of Washington, Northern Division, entitled United States of America, Plaintiff, vs. 29.98 Acres of Land, More or Less, Situate in King County, State of Washington, et al, Defendants.

CORPS OF ENGINEERS



LEGEND

TITLE TO ROAD SYSTEM

- A to B - Easement acquired in Civil 5643
- B to C (except in 1-902) - Fee acquired in Civil 5643
- C to D - Fee acquired in Civil 4765
- D to E and in 1-902 - Fee acquired from Weyerhaeuser Company
- E to F - Easement acquired in Civil 4854
- F to G to H - Easement acquired in Civil 5256
- F to H - Portion of FS Road 212 abandoned

This is a copy
of the original
Exhibit "B" 41
for SLS - 000258

GREEN RIVER
FORK GREEN RIVER
EAGLE GORGE
NORTH FORK
SEATTLE WATERSHED
TACOMA WATERSHED
Grid
North
(Magnetic)

TO BAGLEY JCT.
TO SELLECK
KANGLEY JCT.
BRANCH LINE
GREEN RIVER
KANSKAT
PALMER
PALMER JCT.
CITY OF TACOMA WATERWORKS FILTRATION PLANT DIVERSION DAM
CITY OF TACOMA WATERWORKS DIVERSION DAM
ROCK ISLAND - RENTON
TRANSMISSION LINE
110 kv.
NORTHERN PACIFIC
CHARTER ROAD
DAM SITE
RELOCATED ROAD 26
ROAD 212
TRANSMISSION LINE NO 1
TRANSMISSION LINE NO 2
FOREST SERVICE
BONNEVILLE POWER ADMINISTRATION
COVINGTON - GRAND COULLEE
COVINGTON - GRAND COULLEE
WATERSHED BOUNDARY
SEATTLE
SNOQUALMIE NATIONAL FOREST
E 250,000
E 240,000
E 230,000
E 220,000
E 210,000
N 100,000
N 80,000
N 60,000
N 40,000
N 20,000

DEPARTMENT OF THE ARMY
EASEMENT FOR ROAD OR STREET

NO. DACW-67-2-67-2

ON HOWARD A. HANSON DAM and EAGLE GORGE RESERVOIR PROJECT
WASHINGTON

SUPPLEMENT

6171347

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668 hereby grants to

STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES and its assigns,

hereinafter designated as the grantee, an easement for a right-of-way for a road or street over, across, in, and upon lands of the United States described as follows:

A parcel of land in the NW 1/4 NE 1/4, Section 19, T. 21 N., Range 8 East, W.M., King County, Washington and being a strip sixty (60) feet wide, thirty (30) feet on each side of a centerline described as follows:
Beginning at a point which lies S 75°52' W., 2155.2 feet from the north-east corner of said Section 19,
thence S.13° E. 109.2 feet,
thence S.47°30" E. 169.3 feet,
thence S.55° E. 201.6 feet,
thence S.65° E. 160.0 feet,
thence S.83° E. 200.0 feet to the point of terminus.

Containing 1.2 acres, more or less,

as shown in red on Exhibit "B" attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following provisions and conditions:

1. The construction, use, and maintenance of said road or street, including culverts and other drainage facilities, shall be performed without cost or expense to the United States, under the general supervision and subject to the approval of the officer having immediate jurisdiction over said premises.

2. The grantee shall at all times maintain said road or street in good condition and shall promptly make all repairs thereto needed to preserve a smooth-surface highway.

3. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

4. The use and occupation of said lands of the United States for the purposes authorized by this instrument shall be subject to such rules and regulations as the said officer may prescribe from time to time in order to properly protect the interests of the United States.

5. The United States shall in no case be liable for any damages or injuries to the said road or street which may be caused by or result from any operations undertaken by the Government, and no claim or right to compensation shall accrue from such damages or injuries.

6. The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on said lands as the Chief of Engineers may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over, and/or under the right-of-way hereby granted; provided, however, that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of said right-of-way for highways purposes.

7. It is to be understood that this instrument is effective only insofar as the rights of the United States in the property over which the said road or street is to be extended are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

8. All or any part of such right-of-way herein granted may be terminated by the Secretary of the Army for failure to comply with any or all of the terms or conditions of this grant, or for non-use for a two-year period or abandonment of rights granted herein.

9. It is understood that the provisions of Conditions Nos. 1 and 5, supra, shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the road or street described herein.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

11. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said road or street.

12. The grantee shall not discriminate against any person or persons because of race, creed, color, or national origin in the conduct of its operations hereunder. The grantee furnishes as part of this contract an assurance (Exhibit "A") that he will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 24) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

13. The provisions and conditions of this grant shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

Prior to the execution of this easement, Conditions 12 and 13 were added.

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES and its agents

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 17 - day of March 1967, by direction of the Assistant Secretary of the Army.

/s/ Sherry B. Myers
Chief, Real Property
Division, OASA (I&L)

U. S. GOVERNMENT PRINTING OFFICE 16-78035-1

ON HOWARD V. HANSON DWM SMC EVGTE GORGE BESEBAO

EASEMENT FOR ROAD OR STREET
DEPARTMENT OF THE ARMY

b1 / 1341

2111341

AOJ 1051 50PE 315

STATEN

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE
DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

61 / 134 /

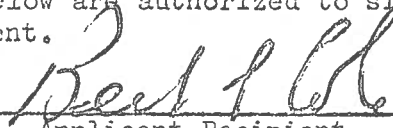
State of Washington, Department of Natural Resources (hereinafter called Applicant-Recipient) HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient received Federal financial assistance from the Department of the Army, Corps of Engineers, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Department of the Army, Corps of Engineers, the assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army, Corps of Engineers.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

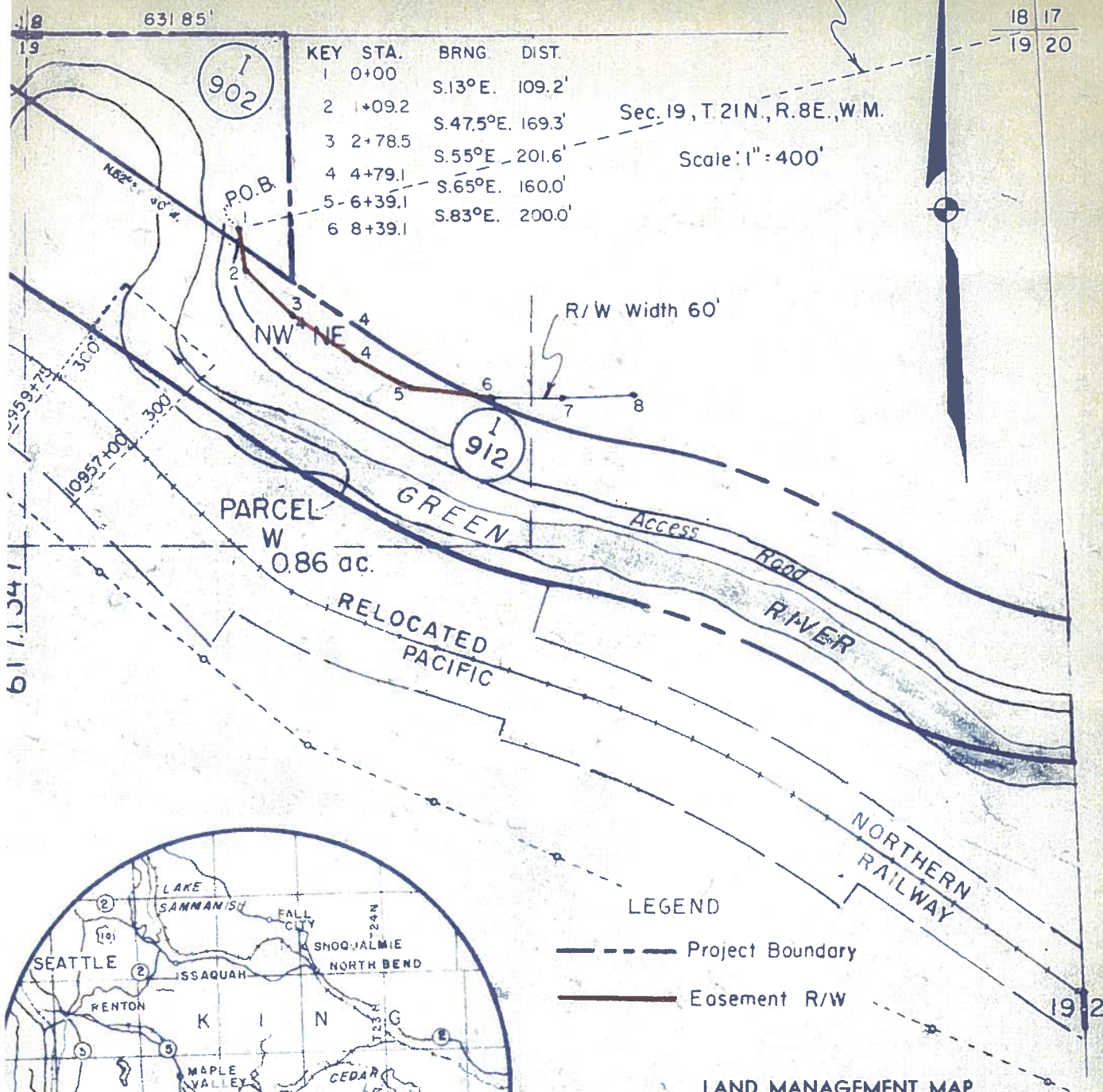
Dated December 6, 1966

STATE OF WASHINGTON
Department of Natural Resources By
P. O. Box 168
Olympia, Washington 98501
(Applicant-Recipient's Mailing Address)


Applicant-Recipient
BERT L. COLE
Commissioner of Public Lands

14K

D.N.R. Calculated Tie
N.75° 52' E. 2155.2'



LEGEND

- Project Boundary
- Easement R/W

LAND MANAGEMENT MAP

DEPARTMENT OF THE ARMY
OFFICE OF THE SEATTLE DISTRICT ENGINEER
NORTH PACIFIC DIVISION

REAL ESTATE
EASEMENT
TO
STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

VICINITY MAP

Record Map 4 1967
Department of Natural Resources

EXHIBIT "E" HOWARD A. HANSON DAM AND EAGLE GORGE RESERVOIR, WN. SE-RE 425.59

R/W 1265

R/W # 1,265

47445

RIGHT OF WAY EASEMENT # 399

THIS INDENTURE, Made the 31st day of October, 1940, by and between WEYERHAEUSER TIMBER COMPANY, a corporation of Tacoma, Washington, party of the first part, and the SECRETARY OF THE UNITED STATES DEPARTMENT OF AGRICULTURE, for and in behalf of the UNITED STATES OF AMERICA, party of the second part, W I T N E S S E T H:

That for and in consideration of the premises and of the terms, conditions and agreements hereinafter set forth and without which this easement would not be made, the party of the first part does hereby give and grant unto the United States of America a right of way easement for a road not to exceed sixty (60) feet in width, known as Green River Road No. 223, in the South Half of Southwest Quarter (S $\frac{1}{2}$ of SW $\frac{1}{4}$) and Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Twenty-five (25) and the South Half of Southeast Quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Twenty-six (26), both in Township Twenty-one (21) North, Range Eight (8) East of W. M., and the Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-one (21) North, Range Nine (9) East of W. M., in King County, Washington, traversing said premises in the general courses and directions outlined in red upon a white print map attached hereto, made a part of this instrument, marked "Exhibit A", and further identified by the signature of W. H. Price, subject, however, as to the said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-one (21) North, Range Nine (9) East of W. M., to the reservation of all minerals and the use

of such of the surface ground as may be necessary for exploring for and mining, or otherwise extracting and carrying away the same, as made by the Northern Pacific Railway Company in its deed to Weyerhaeuser Timber Company, dated December 10, 1914, and recorded in Volume 908 at Page 622, Deed Records of King County, Washington

The said right of way hereby granted is for the construction, maintenance and full, free and quiet use and enjoyment by the United States of America, for any and all purposes by them desired or deemed necessary or beneficial for and in connection with the control, administration or use of the National Forests or the resources thereof and, so far as the party of the second part may permit, by the general public as a public highway or a road of such width as may be necessary for such use, but not to exceed the width hereinabove provided. It is understood and agreed that the duly authorized representatives of the party of the first part shall have full, free and unrestricted use of said road at all times.

The party of the second part shall at all reasonable times have the right to enter for the purpose of constructing, repairing, maintaining and patrolling said road, doing as little damage as possible.

All timber which may now stand or be on said right of way is and shall remain the property of the first party, its successors and assigns, and the said party of the first part expressly reserves to itself, its successors and assigns, the right to enter upon the said right of way and to cut and remove said timber in the usual and customary manner, and the said party of the first part further expressly reserves to itself, its successors and assigns, the right to use and occupy and to freely pass over, upon and across said right of way, at grade or otherwise, with logging roads, railroads, and all other ways and means necessary or convenient for and which

generally are usual and customary for hauling logs, timber and forest products, and it is mutually understood and agreed between the parties hereto that in the exercise by the party of the first part of such reserved rights it shall not be liable for loss or damage to the road or for any interruption of travel thereon, or any use thereof caused by said logging operations or resulting from causes beyond the control of the party of the first part, its successors and assigns.

The party of the second part shall do as little damage as possible to the timber and forest growth on said lands hereinabove described, but may cut such trees as may be absolutely necessary for the proper construction, maintenance and protection of said road.

The road for which easement is herein granted constitutes a portion of the road constructed by the United States in Townships Twenty-one (21) North, Range Eight (8) East of W. M., and Twenty (20) North and Twenty-one (21) North, Range Nine (9) East of W. M., in King County, Washington. As a further consideration for this easement and without which the same would not be given, the party of the second part by its acceptance of this easement, hereby gives and grants to the party of the first part, its successors and assigns, the right, license and permission to use and freely pass over said road for the purpose of access to and egress from its lands in said above described townships, and for the purpose of trucking logs and other forest products cut and removed from the lands of the first party in said townships; provided, however, that the said first party shall repair any damages to said road caused by such use.

This grant shall be effective so long as said easement shall be actually used for the purposes above specified but all

rights hereunder shall revert to the owner of the land as soon as the said use thereof shall be abandoned and discontinued.

IN WITNESS WHEREOF, Weyerhaeuser Timber Company has caused this instrument to be executed by its officers thereunto duly authorized, the day and year hereinabove written.

Description O.K.
Title O.K.
Form O.K.

WEYERHAEUSER TIMBER COMPANY

By J. P. Weyerhaeuser
Executive Vice President

Attest: Morton Chapman
Secretary

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss

On this 10th day of December, 1940, before me personally appeared J. P. Weyerhaeuser, Jr., to me known to be the Executive Vice President of the Weyerhaeuser Timber Company, the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Cora A. Matthews

Notary Public, Pierce County, Washington
Residing at Tacoma in said County.

EVIDENCE OF AUTHORITY TO SIGN
CORPORATE INSTRUMENTS

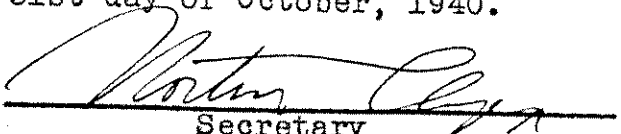
I, NORTON CLAPP, Secretary of the WEYERHAEUSER TIMBER COMPANY, a corporation organized and existing under the laws of the State of Washington, do hereby certify that at the regular annual meeting of the shareholders of said company, at which a quorum of said shareholders was present, either in person or by proxy, held at Tacoma, Washington, on the 31st day of May, 1934, certain articles of the By-Laws were amended and following is a correct copy of the pertinent portions of said By-Laws as amended.

"ARTICLE XIII
EXECUTIVE VICE PRESIDENT

Sec. 4. The Executive Vice President shall supervise and direct the active business of the company, including PURCHASES and SALES of lands and timber and of personal property, the gathering and preserving of information with reference to its property, the assessment, equalization and payment of its taxes, the logging, lumbering and manufacturing activities of the company and of its subsidiary and allied companies and generally the trading and commercial affairs of the company. He is hereby constituted AGENT of the company with full power, subject to such limitations as may be imposed by the Board of Directors, to contract for the SALE of any real or personal property of this corporation now owned or which may be hereafter acquired, and for the PURCHASE of any real or personal property, and to grant easements over the company's lands, and to make and grant leases of space in the company's building in Tacoma and grazing leases on the company's lands and permits and licenses for the temporary occupation of the company's lands for any purpose, and to make, execute, and deliver bonds and other undertakings, the furnishing of which in his judgment may be requisite, necessary or convenient to the carrying on and prosecution of the operations and business of the company, including all such bonds and undertakings as may be required in the prosecution, defense, or conduct of any suit, action or legal proceedings to which the company may be a party; and execution in the name of the company by him as Executive Vice President shall bind the company to such contracts, easements, leases, permits, licenses, bonds and undertakings."

I further certify that on the 31st day of October, 1940, the above quoted portions of the By-Laws were still in force and had not been further amended, and that on the said 31st day of October, 1940, J. P. Weyerhaeuser, Jr., was the Executive Vice President of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said company on this 31st day of October, 1940.


Secretary