



TIMBER NOTICE OF SALE

SALE NAME: TREE WELL

AGREEMENT NO: 30-104820

AUCTION: December 18, 2024 starting at 10:00 a.m.,
Olympic Region Office, Forks, WA

COUNTY: Clallam

SALE LOCATION: Sale located approximately 5 miles south of Port Angeles, WA

**PRODUCTS SOLD
AND SALE AREA:**

All timber, except trees marked with a band of blue paint, bounded out by leave tree area tags or any downed western redcedar or timber that has been on the ground for five or more years, five years is defined by more than 1.5 inches of sap rot; timber sale boundary tags, timber type change, the PA-H-1050 road in Unit 1; timber sale boundary tags, trees marked with a red ring in Unit 2; timber sale boundary tags, timber type change, Little River Rd. and the PA-H-1000 in Unit 3.

All trees 60 inches in Diameter 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 in DBH or greater need to be felled for safety reasons, trees will be left where felled.

All forest products above located on part(s) of Sections 21, 27, 28, 29 and 31 all in Township 30 North, Range 6 West, W.M., containing 202 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								UT
				1P	2P	3P	SM	1S	2S	3S	4S	
Douglas fir	17	9	4,841				100		1,974	2,121	611	35
Hemlock	13.5		736						265	278	159	34
Redcedar	15.9		322							260	62	
Red alder	16.2		210						61	102	34	13
Maple	15.8		29						7		18	4
Silver fir	18		12							11	1	
Sale Total			6,150									

MINIMUM BID: \$1,996,000.00

BID METHOD: Sealed Bids

**PERFORMANCE
SECURITY:**

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2027

ALLOCATION: Export Restricted

BID DEPOSIT: \$199,600.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.



TIMBER NOTICE OF SALE

HARVEST METHOD: Ground 100%

Forest Products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75% and less. Non-tethered self-leveling tracked equipment is limited to sustained slopes that are 45 percent and less. Rubber tired skidders are restricted unless approved by the Contract Administrator. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

Felling and yarding will not be permitted from November 1 to April 30, on weekends, State recognized holidays, or from the hours of 8:00 pm to 7:00 am, unless authorized in writing by the Contract Administrator.

ROADS:

26.70 stations of required construction. 9.95 stations of required reconstruction. 42.30 stations of optional construction. 209.60 stations of required prehaul maintenance. 52.80 stations of decommissioning.

Rock identified to be used out of a State lands rock pit shall meet specifications as identified within the Road Plan, which will be determined by the Contract Administrator. If the rock does not meet the specifications, a commercial source shall be used that does and at the Purchaser's expense.

All road activities including timber haul and rock pit development will not be permitted from November 1 to April 30, weekends, State recognized holidays, or from the hours of 8:00 pm to 7:00 am, unless authorized in writing by the Contract Administrator.

On the PA-H-1050 from stations 28+60 to 39+60, 57+50 to 65+85 timber felling, road work or operation of heavy equipment performed during the marbled murrelet nesting season (April 1 through September 23), is restricted to, two hours after sunrise to two hours before sunset. This restriction does not apply to hauling timber, rock or equipment.

ACREAGE DETERMINATION

CRUISE METHOD: Sale area was 100% GPS. Sale units were cruised using a variable plot sample.

FEES:

Within 14 days of sale, purchaser must provide the DNR with a cashier's checks made payable to the following:

Stephen Hamlin in the amount of \$15,000.00, for a Road Use Permit.

Oliver Studley & Jennifer Green in the amount of \$16,832.00, for a Road Use Permit.

\$104,550.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

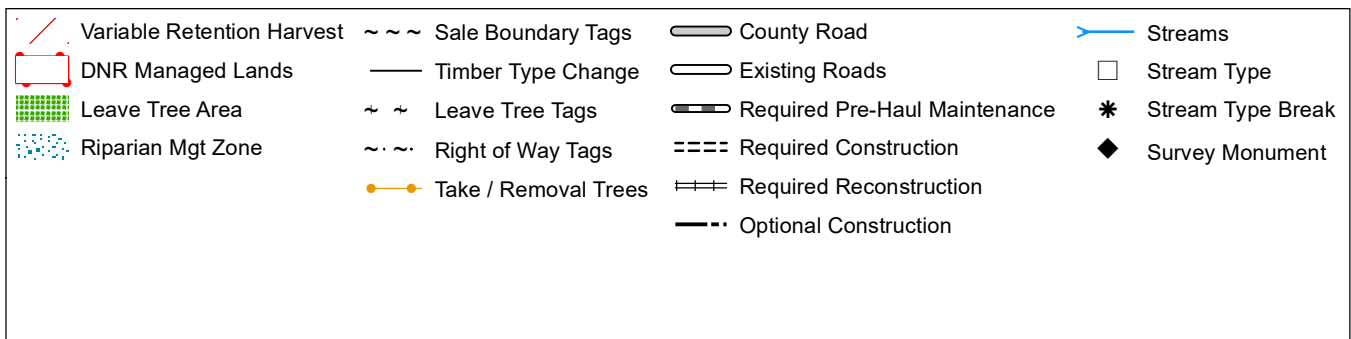
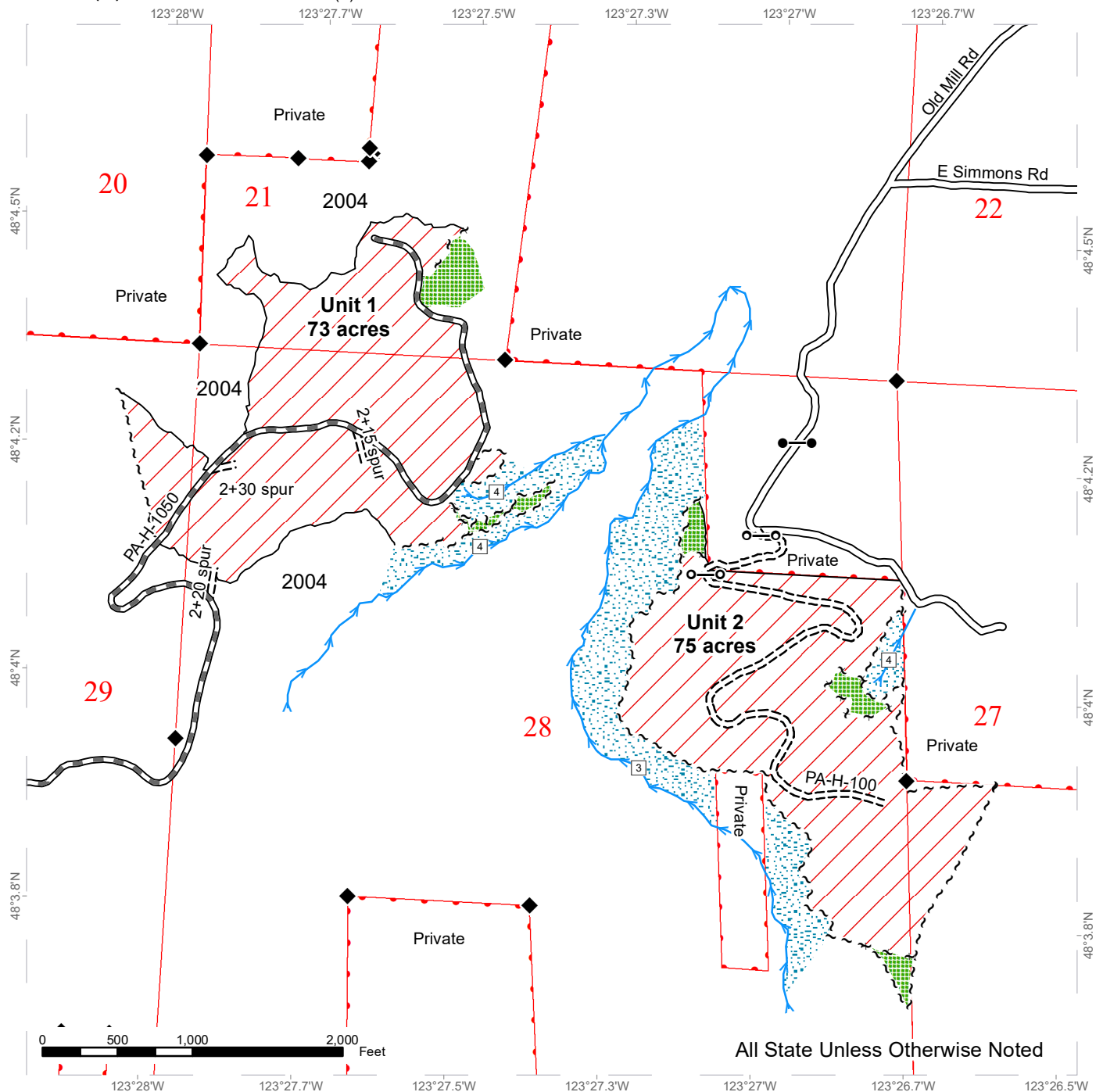
SPECIAL REMARKS: There are locked gates, one on the PA-H-1000; you will need to obtain a AA1 key from Olympic Region Dispatch Center and a combination lock on Old Mill Rd.; please contact the Contract Administrator to obtain combination.

There are extreme hazard abatement requirements associated with this proposal, see contract for details.

TIMBER SALE MAP

SALE NAME: TREE WELL
AGREEMENT#: 30-104820
TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

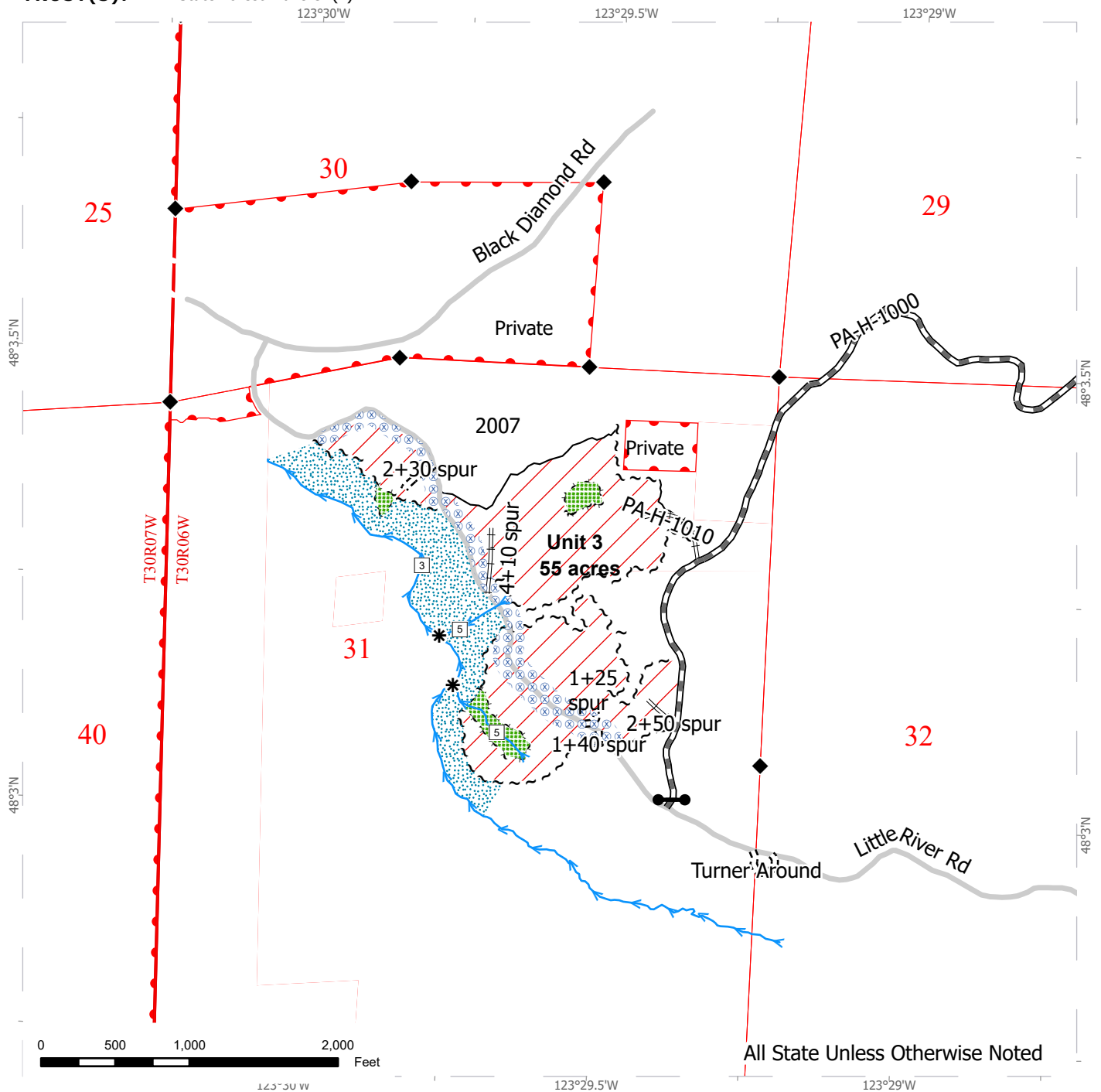
REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1142-2052



TIMBER SALE MAP

SALE NAME: TREE WELL
AGREEMENT#: 30-104820
TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1120-2040



Variable Retention Harvest

Leave Tree Area

Riparian Mgt Zone

Hazard Abatement Area

DNR Managed Lands

Sale Boundary Tags

Leave Tree Tags

Timber Type Change

County Road

Existing Roads

Required Pre-Haul Maintenance

Required Construction

Required Reconstruction

Streams

Stream Type

Stream Break

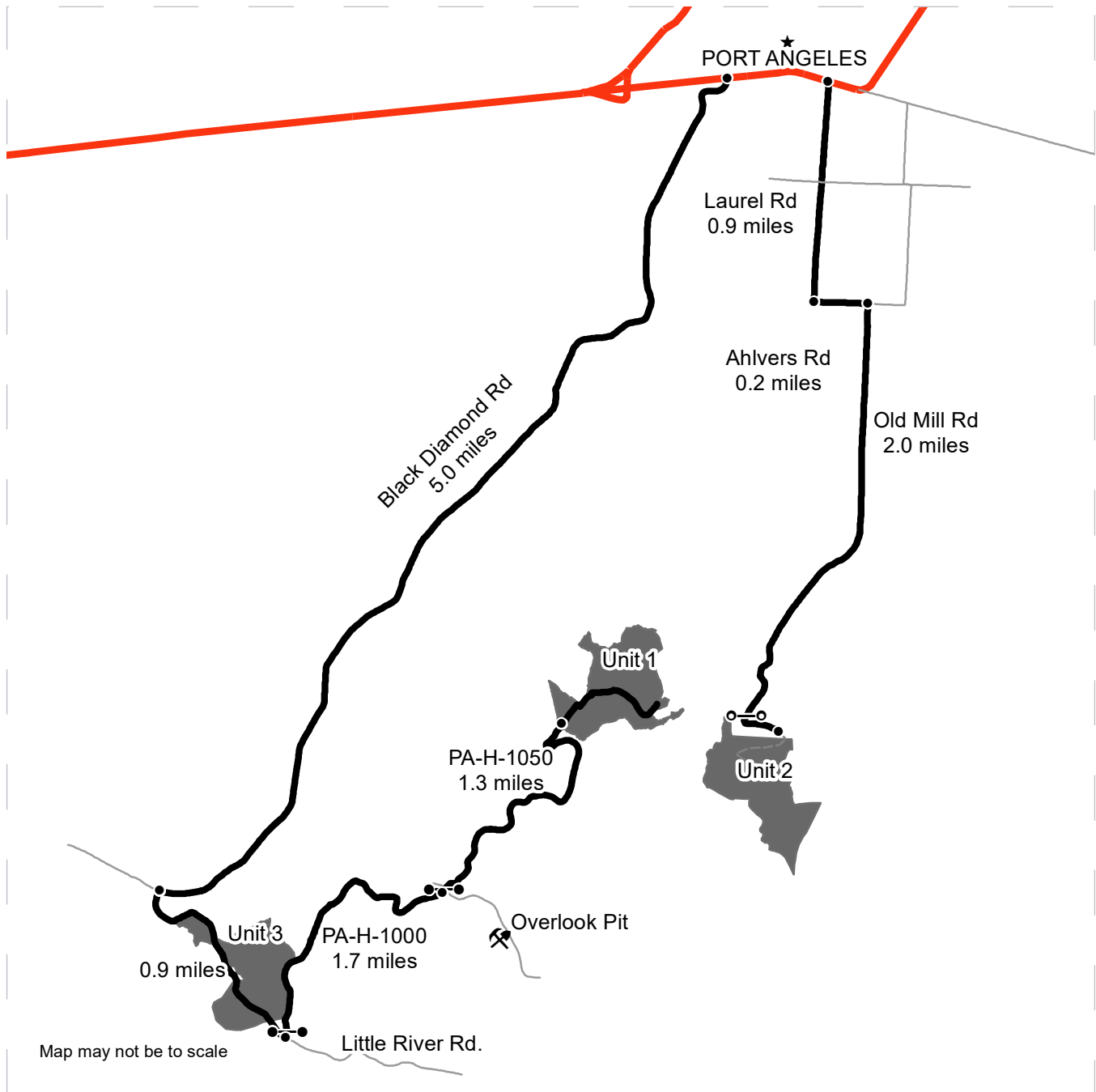
Survey Monument

Gates (Corporate)

DRIVING MAP

SALE NAME: TREE WELL
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TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1142-2052



- Timber Sale Unit
- Haul Route
- Other Road
- View Only Route
- Distance Indicator
- Gate (786)
- Gate (Combo)
- Rock Pit
- Town

DRIVING DIRECTIONS:

Unit 3: From Port Angeles, proceed south on Black Diamond Rd for 5.0 miles. Then turn left on Little River Rd and continue for 0.9 miles. Unit 3 will be on your left.

Unit 1: From unit 3, turn left onto PA-H-1000 and proceed through locked gate for 1.7 miles. Turn left onto PA-H-1050 and continue for 1.3 miles before arriving at Unit 1.

Unit 2: From Port Angeles, head south on Laurel Rd for 0.9 miles. Then turn left on Ahlvers Rd and continue for 0.2 miles. Turn right on Old Mill Rd and continue for 1.8 miles. Proceed through locked gate for 0.2 miles. Continue on foot following planned road for 0.1 miles before arriving at unit 2.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0104820

SALE NAME: TREE WELL

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on December 18, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees marked with a band of blue paint, bounded out by leave tree area tags or any downed western redcedar or timber that has been on the ground for five or more years, five years is defined by more than 1.5 inches of sap rot; timber sale boundary tags, timber type change, the PA-H-1050 road in Unit 1; timber sale boundary tags, trees marked with a red ring in Unit 2; timber sale boundary tags, timber type change, Little River Rd. and the PA-H-1000 in Unit 3.

All trees 60 inches in Diameter 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 in DBH or greater need to be felled for safety reasons, trees will be left where felled.

All forest products described above located on approximately 202 acres on part(s) of Sections 21, 27, 28, 29, and 31 all in Township 30 North, Range 6 West W.M. in Clallam 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 eligible for removal under the terms of this contract.

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Slash Piling Specifications
B	Green Tree Retention Plan

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 \$539.00 per acre per annum for the acres on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Douglas fir	\$327.77	0	\$0.00	\$9.00	\$9.00
Hemlock	\$236.04	0	\$0.00	\$9.00	\$9.00
Maple	\$171.47	0	\$0.00	\$9.00	\$9.00
Red alder	\$259.46	0	\$0.00	\$9.00	\$9.00
Redcedar	\$537.68	0	\$0.00	\$9.00	\$9.00
Silver fir	\$246.27	0	\$0.00	\$9.00	\$9.00
Other	\$330.60	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

Exceptions to Purchaser's responsibility in clause G-120 shall be limited exclusively to the following. These exceptions shall not apply where road damage occurs due to

Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

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

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

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

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

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

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

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

G-140 Indemnity

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

hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

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

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

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Forks, 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; PA-H-1000, PA-H-1010, PA-H-1050, PA-H-100, Old Mill Private, TurnerAround, 1+25 spur, 1+30 spur, 0+60 spur, 2+15 spur, 2+20 spur, 2+30 spur, 2+50 spur, 4+10 spur. 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 Little River Rd., Old Mill Rd., or the PA-H-1000, 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:

Road Use Permit #55-106130; Oliver G. Studley and Jennifer K. Green; dated February 5, 2024

Road Use Permit #55-106129; Stephen E. Hamlin TTE; dated February 26, 2024

G-390 Road Approach Permit Requirements

Purchaser agrees to comply with the attached terms and conditions of the road approach permit entered into between the State and Clallam County.

G-430 Open Fires

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

G-450 Encumbrances

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

Easement, including the terms and provisions thereof,

For: Ditch/Fume

In Favor of: Clyde E. Shore

Disclosed by Application No.: 50-000970

Granted: 4/9/1957

Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Frank & Ethal Donahue
Disclosed by Application No.: 50-041344
Granted: 5/11/1954
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: James Dolan
Disclosed by Application No.: 50-041345
Granted: 5/11/1954
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: U.S.D.A.
Disclosed by Application No.: 50-041347
Granted: 1/2/1934
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: County Road
In Favor of: Clallam County
Disclosed by Application No.: 50-CR3197
Granted: 7/13/1983
Expires: Indefinite

Pending Applications

Easement, including the terms and provisions thereof,
For: Road Use Permit
In Favor of: Philipp C. & Morningstar Ohmes
Disclosed by Application No.: 50-107815
Application Date: 8/14/2024

Region Encumbrances

Lease, including the terms and provisions thereof,
For: Minor Forest Products
In Favor of: DNR – Olympic Region
Disclosed by Application No.: 35-FPLR01
Granted: 9/16/2014
Expires: Indefinite

Special Notations

Located within the Point No Point Treaty area. Intergovernmental agreements for vehicle access with Lower Elwha Tribal Community, Skokomish Indian Tribe, Jamestown S’Klallam Tribe, and Port Gamble S’Klallam Tribe.

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$159,900.00. The total contract price consists of a \$0.00 contract bid price plus \$159,900.00 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-001 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the contract, unless approved in writing by the State.

H-010 Cutting and Yarding Schedule

Cutting and yarding will not be permitted from November 1 to April 30, on weekends, State recognized holidays, or from the hours of 8:00 pm to 7:00 am, unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.

b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.

c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for utilizing rubber tired skidders in the sale area. The plan shall address the location and timing of desired use, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and ground based equipment. Cable-tethered equipment is limited to sustained slopes of 75 percentage and less. Non-tethered self-leveling tracked equipment is limited to sustained slopes that are 45 percent and less. Rubber tired skidders are restricted unless approved by the Contract Administrator. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30, weekends, State recognized holidays, or between the hours of 8:00 pm - 7:00 am unless authorized in writing by the Contract Administrator.

H-131 Hauling Schedule

The hauling of forest products will not be permitted on the PA-H-100 November 1 to April 30, weekends, State recognized holidays, or between the hours of 8:00 pm - 7:00 am unless authorized in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Purchaser must have utilities lines located before digging next to Old Mill Rd.
2. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
3. While felling timber, 2 Warning signs must be posted on Little River Rd and on Old Mill Rd.
4. The Purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reason. 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.

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

H-142 Wildlife Timing Restrictions

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

Road work on the PA-H-1050 from stations 28+60 to 39+60 and stations 57+50 to 65+85 any timber felling, road work or operation of heavy equipment performed during the marbled murrelet nesting season (April 1 through September 23), is restricted to, two hours after sunrise to two hours before sunset. This does not apply to hauling timber, rock or equipment.

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 7/19/2023 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 listed in the Road Plan authorized in clause G-310 and not listed in clause C-060. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on PA-H-100 and PA-H-1000 (all other roads not listed in clause C-050). Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or

Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

Landing debris shall be disposed of as described in Schedule A.

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 all typed water 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 30' of any typed water unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any streams.

S-130 Hazardous Materials**a. Hazardous Materials and Waste - Regulatory Compliance**

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

S-150 Recreation Trail Cleanout

At the completion of logging operations Purchaser shall repair any damage to and clean out all logging debris from recreational trail(s) within 30 days of completion of yarding and/or cabling operations on each harvest unit. Purchaser shall repair any damage to and clean out all logging debris from recreational trail(s).

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

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

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$500.00 per tree for all damaged reserve trees that are not replaced in same unit.

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

William Wells

Olympic Region Manager

Print Name

Date: _____

Date: _____

Address: _____

DRAFT

DRAFT

DRAFT

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

STATE OF _____)

_____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
Slash Piling Specifications

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

- A. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.
- B. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any unburnable material shall be well scattered.
- C. Piles shall not be placed on large stumps or logs.
- D. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave trees and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
- E. Piling shall be completed using an approved hydraulic shovel and grapples.
- F. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
- G. Slash may be placed in skid roads, ahead of machinery, or lopped and scattered throughout the harvest area. Slash which accumulates on landings, roads, and “hazard abatement areas” shall be piled per this schedule. Any changes to the above must be approved by the Contract Administrator.
- H. Purchaser may remove slash as biofuel.

Schedule B
Green Tree Retention Plan

Leave the following:

All trees banded with blue paint and all leave tree area clumps shall remain standing. The perimeter of the leave tree clumps are designated by Leave Tree Area Tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	131	2	453	584
2	97	3	527	624
3	23	3	422	445

Permission to substitute leave trees must be granted by the Contract Administrator.



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Tree Well	Region: Olympic
Agreement #: 30-104820	District: Straits
Contact Forester: Ben Stein Phone / Location: 360-640-8794	County(s): Choose a county, Clallam
Alternate Contact: Brian Turner Phone / Location: 360-708-3075	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based	100

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determinati on (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec.21,28,29 T30N R06W	01	84.4	4.4	4.3	3.4	0.0	72.3	GPS (Garmin)
2	Sec.27,28 T30N R06W	01	108.9	30.8	3.6	0.0	0.0	74.5	GPS (Garmin)
3	Sec.31 T30N R06W	01	87.0	19.5	2.7	1.5	8.0	55.3	GPS (Garmin)
4(ROW)	Sec.27,28 T30N R06W		1	-	-	0.0	0.0	1	GPS (Garmin)
TOTAL ACRES			279.9	54.7	9.4	4.9	0.0	210.9	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Unit boundary marked with white tags, blue paint, pink flashers, and TTC		Two leave tree areas with 453 trees, 131 indiv.
2	Unit boundary marked with white tags, blue paint, pink flashers and single ring red trees		Three leave tree areas with 527 trees, 97 indiv.
3	Unit boundary marked with white tags, blue paint, pink flashers, PA-H-1000, and Little River Rd		three leave tree areas with 422 trees, 20 indiv.

4 (ROW)	Orange tags, pink flashers, orange paint, orange flagging		none
------------	--	--	------

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Douglas fir, cedar (2,160 mbf)	Little River to PA-H-1000 (AA-1 key)	attached map
2	Douglas fir, hemlock (2,250mbf)	Accessed via Old Mill Rd. Private gate. Contact forester for combo.	attached map
3	Douglas fir (1,650mbf)	Little River to PA-H-1000 (AA-1 key)	attached map
4 (ROW)	alder, cedar (20 mbf)	Accessed via Old Mill Rd. Private gate. Contact forester for combo.	attached map
TOTAL MBF	6,080 mbf		

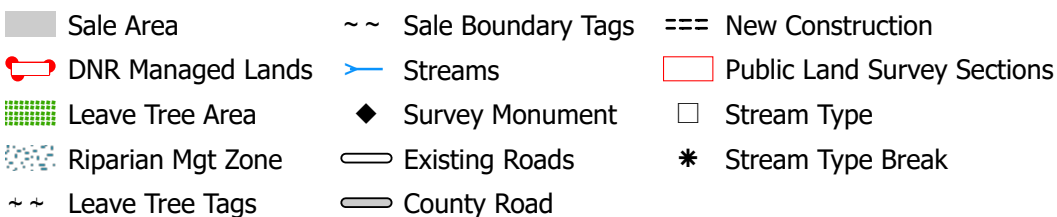
REMARKS:

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Prepared By: Ben Stein Date: 07/24/2023	Title: Planning Forester	CC:
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SALE NAME: TREE WELL
AGREEMENT#: 30-104820
TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

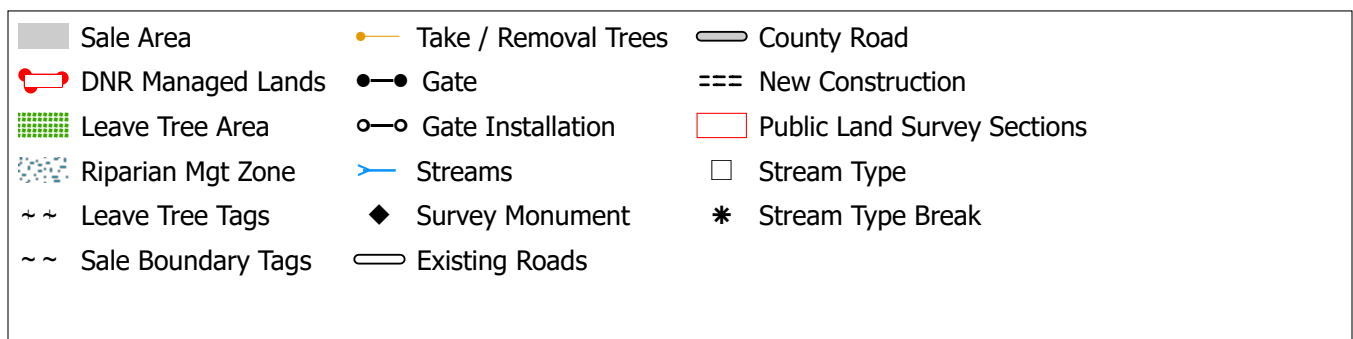
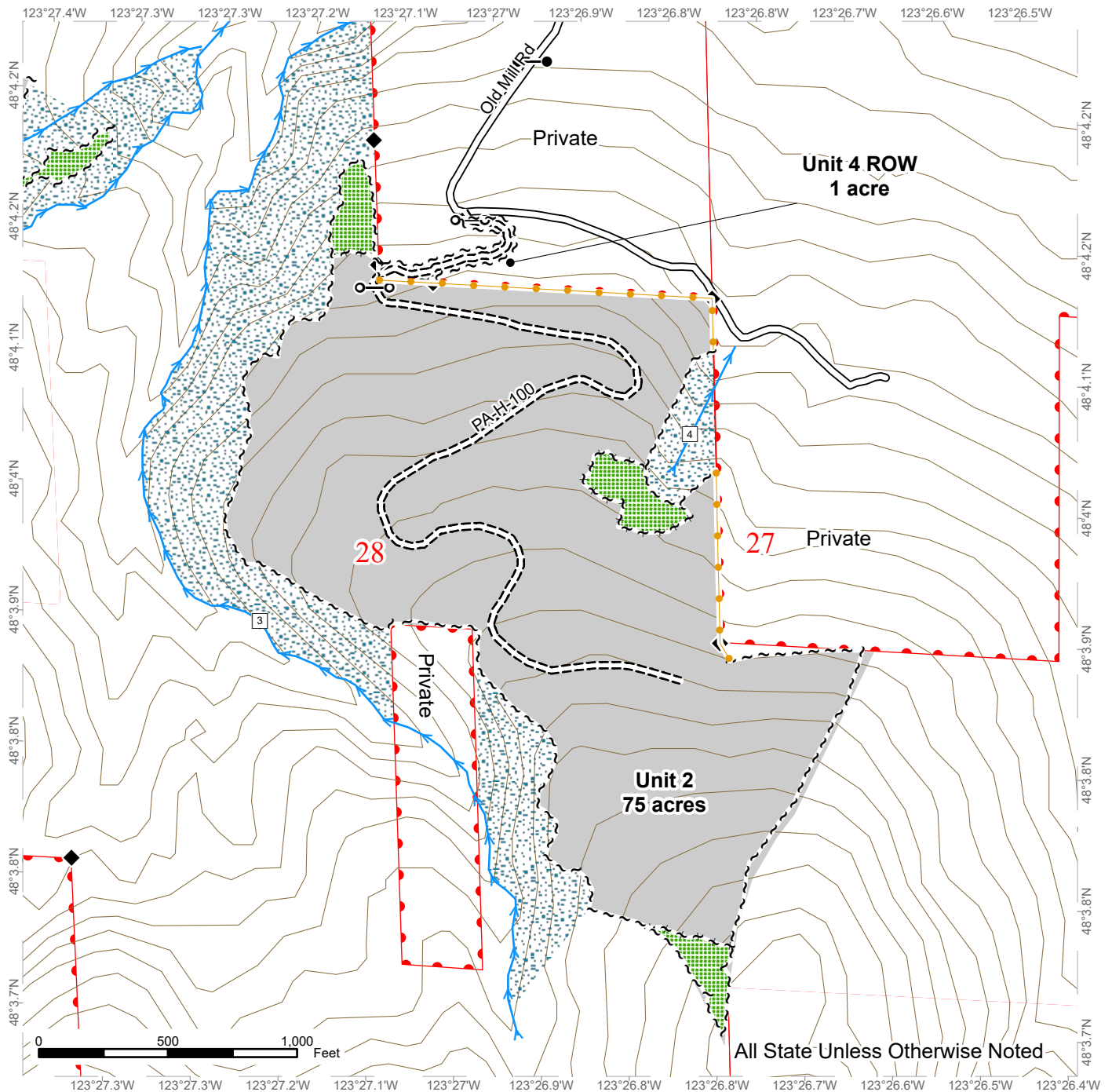
REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1142-2052



PRE CRUISE MAP

SALE NAME: TREE WELL
AGREEMENT#: 30-104820
TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

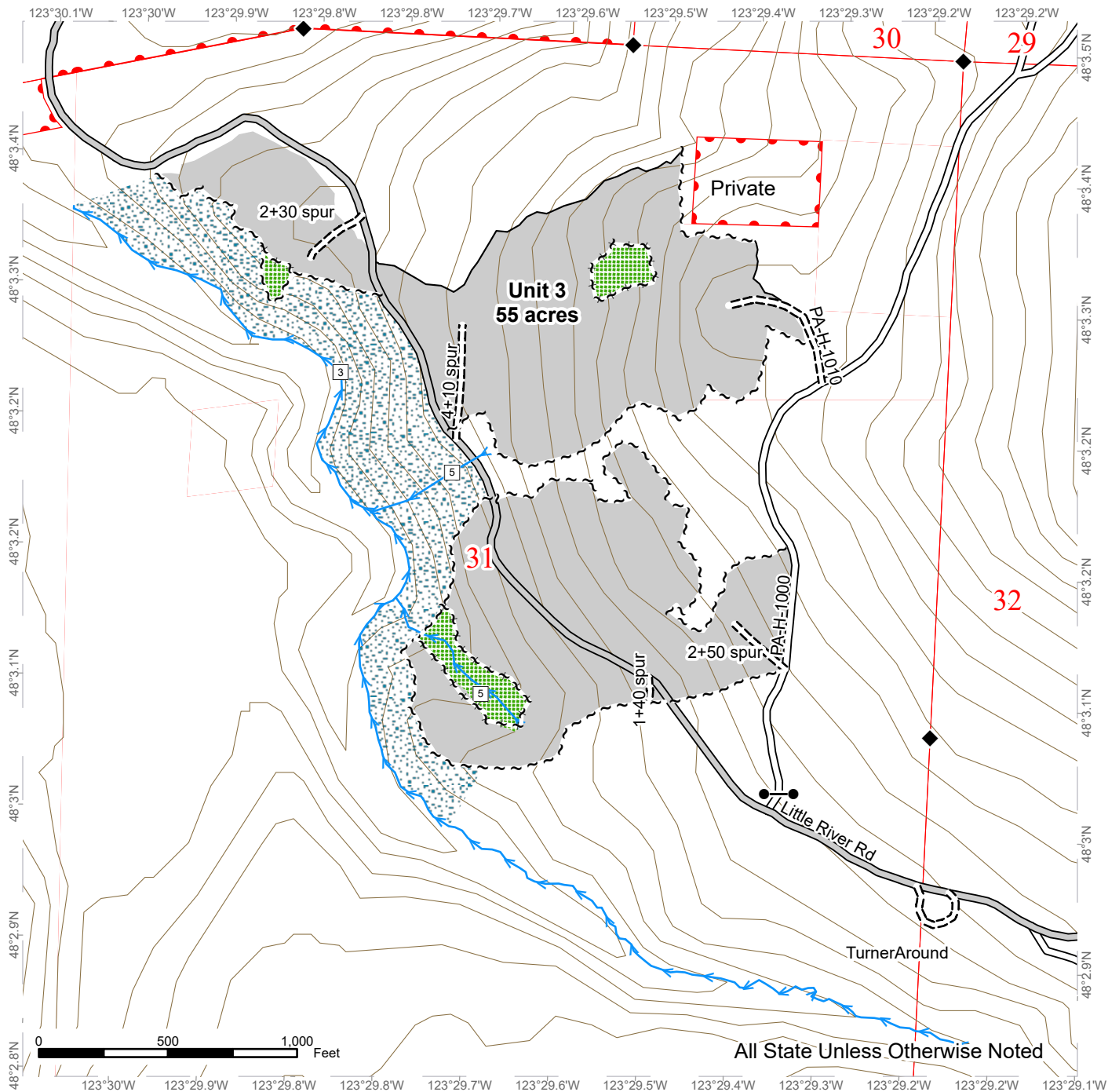
REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1142-2052



PRE CRUISE MAP

SALE NAME: TREE WELL
AGREEMENT#: 30-104820
TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1142-2052



Sale Area	Timber Type Change	New Construction
DNR Managed Lands	Gate	Public Land Survey Sections
Leave Tree Area	Streams	Stream Type
Riparian Mgt Zone	Survey Monument	Stream Type Break
Leave Tree Tags	Existing Roads	
Sale Boundary Tags	County Road	

Timber Sale Cruise Report

Tree Well

Sale Name: TREE WELL

Sale Type: LUMP SUM

Region: OLYMPIC

District: STRAITS

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is in Port Angeles off of Little River Rd. Unit 1 needs an AA1 key to access and Unit 2 is past a private gate with a code to enter.

Cruise Design:

I used a 62.50/40 BAF for units 1 and 2, 40 BAF was used for RA and RC. For unit 3 I used a 40 BAF for all species. Merch height was determined at 40% of the diameter at 16'. Logs were cruised in 40', 36' and 34' lengths.

Timber Quality:

This sale is mostly mature DF with about a third of the DF being HQ. There was also some patches of pole quality timber throughout the sale. There is also a mixture of WH, RA and RC in patches throughout the sale. Main defects were sweep, spike knots and forked tops.

Logging and Stand Conditions:

This sale is 100% ground based harvest. Most of the sale is pretty brush free and easy to move through. There is a gentle to moderate slope in all the units.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	17.0	8.6		4,841	100	1,974	2,121	611	36
WH	13.5			736		265	278	159	33
RC	15.9			322			260	61	
RA	16.2			210		61	102	34	13
MA	15.8			29		7		18	4
SF	18.0			12			11	1	
ALL	16.2	8.6		6,149	100	2,307	2,772	884	86

Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	40,466	747	14,926	18,739	5,772	282
WH	7,660		2,514	3,068	1,642	436

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
RC	3,036			2,505	531	
RA	2,020		607	954	328	131
MA	315		62		216	37
SF	114			100	14	
ALL	53,612	747	18,110	25,366	8,503	885

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 (%)
254.7	3.6	118.8	2.6	30,428	4.4

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
TREE WELL U1	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	72.3	76.6	36	18	1
TREE WELL U2	B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	74.5	78.1	38	14	0
TREE WELL U3	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	55.3	55.2	31	14	0
All		202.1	209.8	105	46	1

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.1	40	3,331	3,125	6.2	4,932.4	631.6
DF	LIVE	2 SAW	HQ-A	13.9	34	75	66	11.7	128.0	13.3
DF	LIVE	2 SAW	HQ-B	15.8	34	6,565	6,276	4.4	9,352.0	1,268.5
DF	LIVE	2 SAW	Pole	13.6	40	298	298	0.0	513.3	60.2
DF	LIVE	3 SAW	Domestic	9.0	40	10,580	10,244	3.2	18,328.4	2,070.3
DF	LIVE	3 SAW	HQ-B	12.1	32	134	134	0.0	210.8	27.0
DF	LIVE	3 SAW	Pole	8.2	40	116	116	0.0	200.3	23.4
DF	LIVE	4 SAW	Domestic	5.6	29	3,086	3,023	2.0	5,772.5	610.9
DF	LIVE	SPECIAL MILL	HQ-A	18.0	34	520	496	4.7	747.0	100.2
DF	LIVE	UTILITY	Pulp	6.6	34	178	178	0.0	281.7	36.0
MA	LIVE	2 SAW	Domestic	13.5	30	41	33	19.9	62.2	6.7
MA	LIVE	4 SAW	Domestic	8.9	37	107	90	15.9	215.7	18.2

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
MA	LIVE	UTILITY	Pulp	6.7	24	20	20	0.0	36.8	4.1
RA	LIVE	2 SAW	Domestic	13.6	35	362	302	16.6	607.4	61.0
RA	LIVE	3 SAW	Domestic	10.7	39	556	505	9.1	954.2	102.0
RA	LIVE	4 SAW	Domestic	6.2	25	183	167	8.9	327.6	33.8
RA	LIVE	UTILITY	Pulp	5.6	26	63	63	0.0	131.0	12.7
RC	LIVE	3 SAW	Domestic	9.7	36	1,506	1,288	14.5	2,504.5	260.2
RC	LIVE	4 SAW	Domestic	5.3	25	303	303	0.0	531.4	61.3
SF	LIVE	3 SAW	Domestic	10.1	40	54	54	0.0	99.7	10.9
SF	LIVE	4 SAW	Domestic	5.5	18	7	7	0.0	14.2	1.3
WH	LIVE	2 SAW	Domestic	13.8	40	1,361	1,313	3.5	2,514.4	265.4
WH	LIVE	3 SAW	Domestic	8.2	40	1,447	1,377	4.9	3,068.3	278.3
WH	LIVE	4 SAW	Domestic	5.3	29	793	786	0.8	1,642.1	158.9
WH	LIVE	UTILITY	Pulp	5.4	31	164	164	0.0	435.6	33.1

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Pulp	5.2	34	73	0.0	176.1	14.8
DF	5 - 8	LIVE	Domestic	6.2	33	6,697	2.2	13,164.5	1,353.4
DF	5 - 8	LIVE	Pole	7.5	40	50	0.0	95.3	10.0
DF	9 - 11	LIVE	Pole	9.0	40	66	0.0	105.0	13.4
DF	9 - 11	LIVE	Domestic	10.6	40	5,914	4.0	10,039.7	1,195.2
DF	12 - 14	LIVE	Domestic	13.1	40	2,869	4.2	4,489.7	579.9
DF	12 - 14	LIVE	Pole	13.6	40	298	0.0	513.3	60.2
DF	12 - 14	LIVE	HQ-B	13.7	34	1,296	4.2	2,141.2	262.0
DF	12 - 14	LIVE	HQ-A	13.9	34	66	11.7	128.0	13.3
DF	15 - 19	LIVE	HQ-B	16.4	34	4,932	4.5	7,190.4	996.7
DF	15 - 19	LIVE	Domestic	16.7	40	737	7.0	1,109.1	149.0
DF	15 - 19	LIVE	HQ-A	17.4	34	397	5.8	616.3	80.2
DF	20+	LIVE	HQ-B	20.5	34	182	0.0	231.1	36.8
DF	20+	LIVE	Pulp	21.9	30	105	0.0	105.6	21.1
DF	20+	LIVE	HQ-A	23.7	34	99	0.0	130.7	20.0
DF	20+	LIVE	Domestic	27.2	32	176	12.5	230.2	35.5
MA	5 - 8	LIVE	Pulp	5.0	28	11	0.0	21.0	2.2
MA	5 - 8	LIVE	Domestic	8.1	40	57	17.4	152.8	11.5
MA	9 - 11	LIVE	Pulp	9.4	18	10	0.0	15.9	2.0
MA	9 - 11	LIVE	Domestic	10.8	30	33	13.2	62.9	6.6
MA	12 - 14	LIVE	Domestic	13.5	30	33	19.9	62.2	6.7

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RA	5 - 8	LIVE	Pulp	5.6	26	63	0.0	131.0	12.7
RA	5 - 8	LIVE	Domestic	6.0	25	153	7.0	290.3	30.9
RA	9 - 11	LIVE	Domestic	10.5	38	519	9.7	991.6	105.0
RA	12 - 14	LIVE	Domestic	13.6	35	302	16.6	607.4	61.0
RC	5 - 8	LIVE	Domestic	5.9	28	592	3.2	1,162.2	119.7
RC	9 - 11	LIVE	Domestic	10.3	36	533	10.5	984.7	107.8
RC	12 - 14	LIVE	Domestic	13.1	36	179	24.2	373.1	36.1
RC	15 - 19	LIVE	Domestic	16.2	36	287	21.5	515.9	57.9
SF	5 - 8	LIVE	Domestic	5.5	18	7	0.0	14.2	1.3
SF	9 - 11	LIVE	Domestic	10.1	40	54	0.0	99.7	10.9
WH	5 - 8	LIVE	Pulp	5.4	32	164	0.0	435.6	33.1
WH	5 - 8	LIVE	Domestic	6.1	33	1,672	3.3	3,728.8	337.9
WH	9 - 11	LIVE	Domestic	9.5	40	492	3.7	981.7	99.4
WH	12 - 14	LIVE	Domestic	13.6	40	1,140	2.5	2,207.1	230.4
WH	15 - 19	LIVE	Domestic	16.1	40	173	10.0	307.3	34.9

Cruise Unit Report

TREE WELL U1

Unit Sale Notice Volume (MBF): TREE WELL U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	17.7	8.5		1,636	846	586	204	
WH	14.0			220	66	112	42	
RC	16.2			172		139	33	
MA	15.8			29	7		18	4
RA	18.0			26		22		4
SF	18.0			12		11	1	
ALL	16.8	8.5		2,095	918	870	298	8

Unit Cruise Design: TREE WELL U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	72.3	76.6	36	18	1

Unit Cruise Summary: TREE WELL U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	38	92	2.6	2
WH	7	17	0.5	0
RC	13	31	0.9	0
MA	4	5	0.1	0
RA	1	3	0.1	0
SF	1	1	0.0	0
ALL	64	149	4.1	2

Unit Cruise Statistics: TREE WELL 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	159.7	82.8	13.8	141.6	28.7	4.7	22,624	87.7	14.6
WH	29.5	155.9	26.0	103.1	31.4	11.9	3,044	159.0	28.6
RC	34.4	169.2	28.2	68.9	30.5	8.5	2,374	171.9	29.4
MA	5.6	390.7	65.1	72.1	24.8	12.4	401	391.5	66.3
RA	3.3	442.1	73.7	108.7	0.0	0.0	362	442.1	73.7

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
SF	1.7	600.0	100.0	97.3	0.0	0.0	169	600.0	100.0
ALL	234.3	42.5	7.1	123.7	37.7	4.7	28,974	56.8	8.5

Unit Summary: TREE WELL U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	38	ALL	17.7	79	100	23,595	22,624	4.1	93.5	159.7	38.0	1,635.7
MA	LIVE	CUT	4	ALL	15.8	58	71	471	401	14.9	4.1	5.6	1.4	29.0
RA	LIVE	CUT	1	ALL	18.0	70	86	396	362	8.6	1.9	3.3	0.8	26.2
RC	LIVE	CUT	13	ALL	16.2	52	65	2,727	2,374	12.9	24.1	34.4	8.6	171.7
SF	LIVE	CUT	1	ALL	18.0	60	75	169	169	0.0	1.0	1.7	0.4	12.2
WH	LIVE	CUT	7	ALL	14.0	62	77	3,300	3,044	7.8	27.6	29.5	7.9	220.1
ALL	LIVE	CUT	64	ALL	16.8	71	89	30,659	28,974	5.5	152.2	234.3	57.0	2,094.8
ALL	ALL	ALL	64	ALL	16.8	71	89	30,659	28,974	5.5	152.2	234.3	57.0	2,094.8

Cruise Unit Report

TREE WELL U2

Unit Sale Notice Volume (MBF): TREE WELL U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	17.4	9.0		2,143	67	775	986	279	36
WH	13.0			365		147	97	97	24
RA	15.9			183		61	80	34	9
RC	13.7			76			58	18	
ALL	16.2	9.0		2,767	67	983	1,222	427	69

Unit Cruise Design: TREE WELL U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (62.5, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	74.5	78.1	38	14	0

Unit Cruise Summary: TREE WELL U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	45	132	3.5	4
WH	10	29	0.8	0
RA	12	24	0.6	0
RC	4	10	0.3	0
ALL	71	195	5.1	4

Unit Cruise Statistics: TREE WELL 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	217.1	67.8	11.0	132.5	31.9	4.8	28,760	75.0	12.0
WH	47.7	168.1	27.3	102.8	35.7	11.3	4,905	171.8	29.5
RA	25.3	158.0	25.6	97.4	15.0	4.3	2,461	158.7	26.0
RC	10.5	244.9	39.7	96.8	20.5	10.3	1,019	245.8	41.0
ALL	300.6	33.8	5.5	123.6	32.8	3.9	37,145	47.1	6.7

Unit Summary: TREE WELL U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	45	ALL	17.4	77	97	29,992	28,760	4.1	131.5	217.1	52.0	2,142.6
RA	LIVE	CUT	12	ALL	15.9	59	71	2,773	2,461	11.3	18.3	25.3	6.3	183.3
RC	LIVE	CUT	4	ALL	13.7	44	54	1,119	1,019	8.9	10.3	10.5	2.8	75.9
WH	LIVE	CUT	10	ALL	13.0	58	71	4,957	4,905	1.1	51.7	47.7	13.2	365.4
ALL	LIVE	CUT	71	ALL	16.1	69	86	38,841	37,145	4.4	211.8	300.6	74.5	2,767.3
ALL	ALL	ALL	71	ALL	16.1	69	86	38,841	37,145	4.4	211.8	300.6	74.5	2,767.3

Cruise Unit Report

TREE WELL U3

Unit Sale Notice Volume (MBF): TREE WELL U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	15.0	8.0		1,063	33	353	549	128	
WH	13.9			150		53	69	20	9
RC	17.6			74			63	11	
ALL	15.0	8.0		1,287	33	406	680	159	9

Unit Cruise Design: TREE WELL U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	55.3	55.2	31	14	0

Unit Cruise Summary: TREE WELL U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	56	139	4.5	4
WH	7	18	0.6	0
RC	5	13	0.4	0
ALL	68	170	5.5	4

Unit Cruise Statistics: TREE WELL 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	179.4	29.8	5.4	107.2	36.3	4.9	19,224	47.0	7.2
WH	23.2	202.7	36.4	117.0	40.7	15.4	2,717	206.7	39.5
RC	16.8	182.4	32.8	79.7	26.0	11.6	1,337	184.2	34.8
ALL	219.4	31.2	5.6	106.1	37.0	4.5	23,279	48.4	7.2

Unit Summary: TREE WELL U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	56	ALL	15.0	63	79	19,681	19,224	2.3	146.2	179.4	46.3	1,063.1
RC	LIVE	CUT	5	ALL	17.6	63	79	1,539	1,337	13.1	9.9	16.8	4.0	74.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	7	ALL	13.9	61	74	2,767	2,717	1.8	22.0	23.2	6.2	150.3
ALL	LIVE	CUT	68	ALL	15.0	63	78	23,986	23,279	2.9	178.1	219.4	56.5	1,287.3
ALL	ALL	ALL	68	ALL	15.0	63	78	23,986	23,279	2.9	178.1	219.4	56.5	1,287.3



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

FPA/N No: 2618493

Effective Date: 9/28/2024

Expiration Date: 9/28/2027

Shut Down Zone: 653 S

EARR Tax Credit: ☒ Eligible ☐ Non-eligible

Reference: DNR

Tree Well

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: Levi Puksta

Region: Olympic

Title: Forest Practices Forester

Date: 9/28/2024

Copies to: ☐ Landowner, Timber Owner and Operator

Issued in person: ☒ LO ☒ TO ☒ OP

By:

Date: 09-28-24



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

FPA/N No: 2618494

Effective Date: 9/28/2024

Expiration Date: 9/28/2027

Shut Down Zone: 653 S

EARR Tax Credit: ☒ Eligible ☐ Non-eligible

Reference: DNR

Studley ROW

Decision

- ☐ **Notification Accepted** Operations shall not begin before the effective date.
- ☒ **Approved** This Forest Practices Application is subject to the conditions listed below.
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Date: 09.28.24

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

TREE WELL TIMBER SALE ROAD PLAN
CLALLAM COUNTY
STRAITS DISTRICT
OLYMPIC REGION

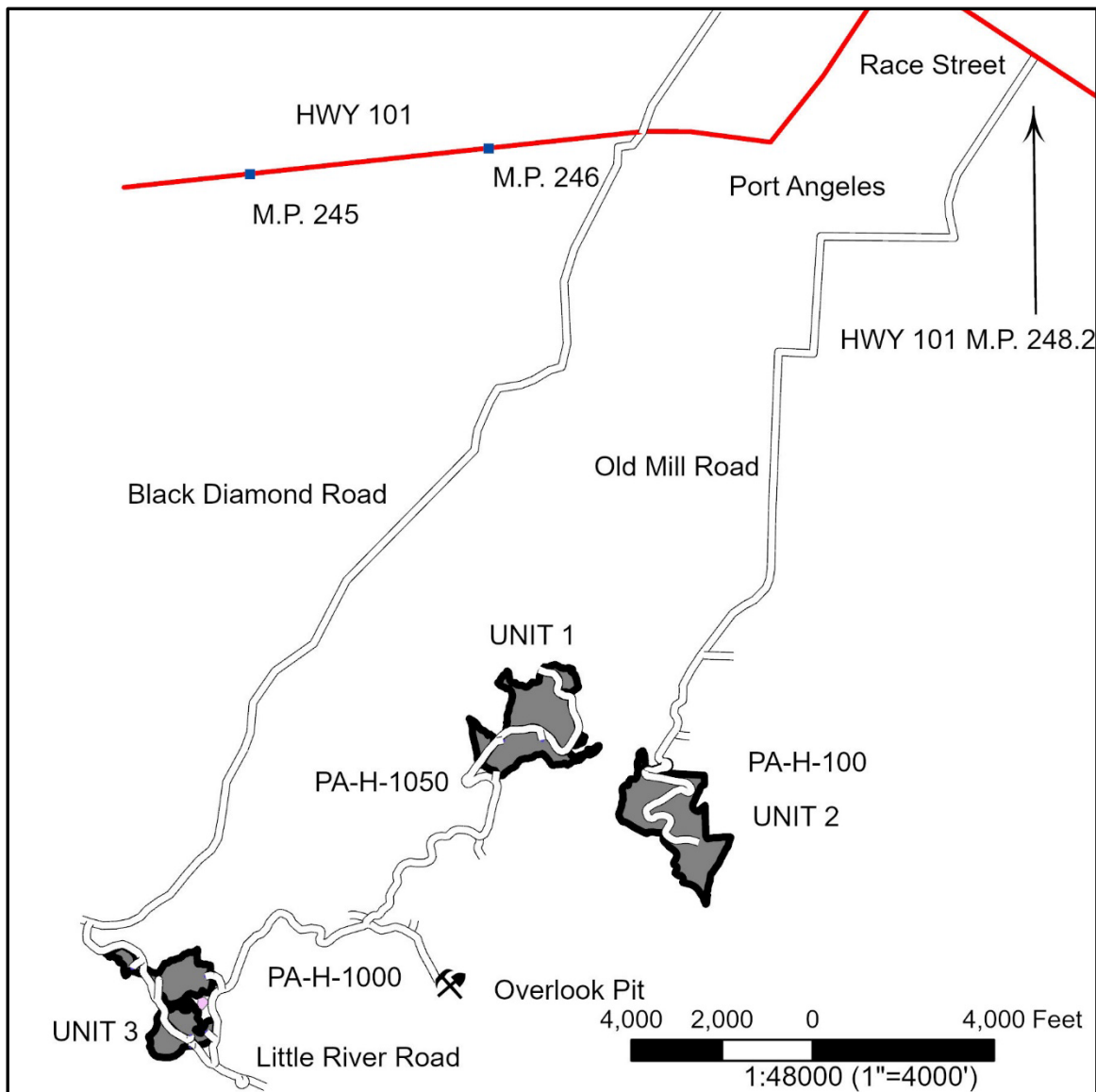
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DISTRICT ENGINEER: GREG ELLIS

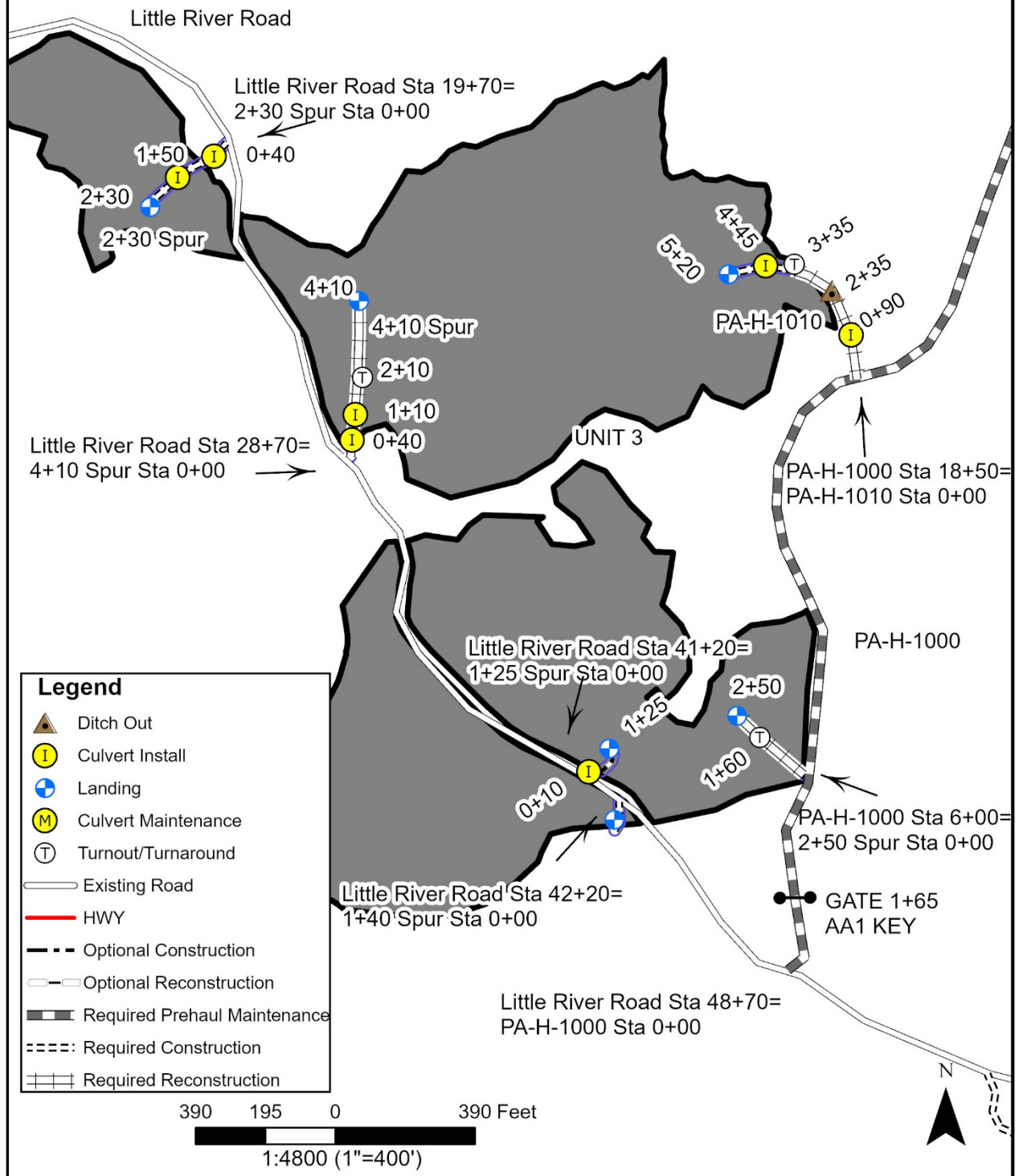
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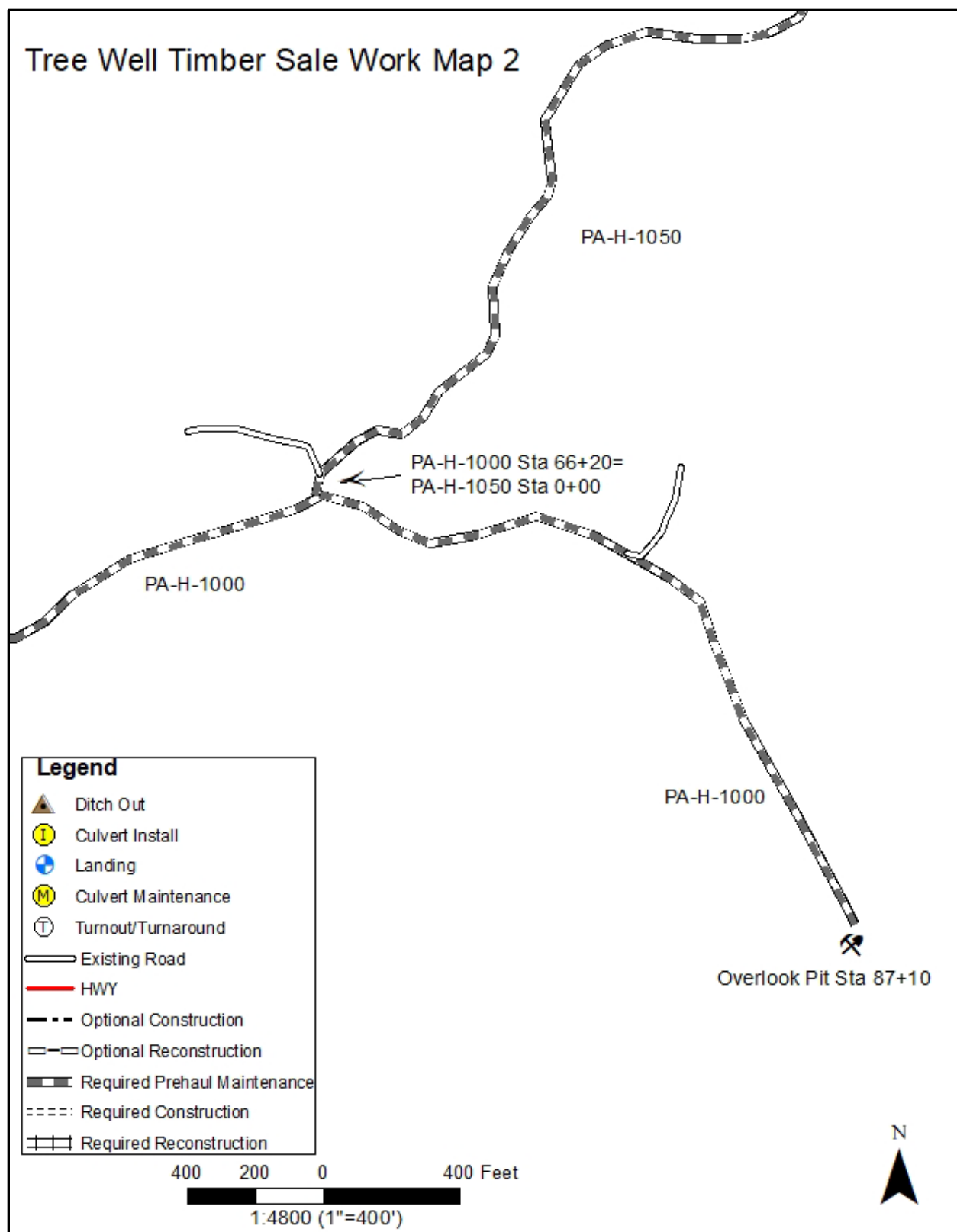
SECTION 0 – SCOPE OF PROJECT



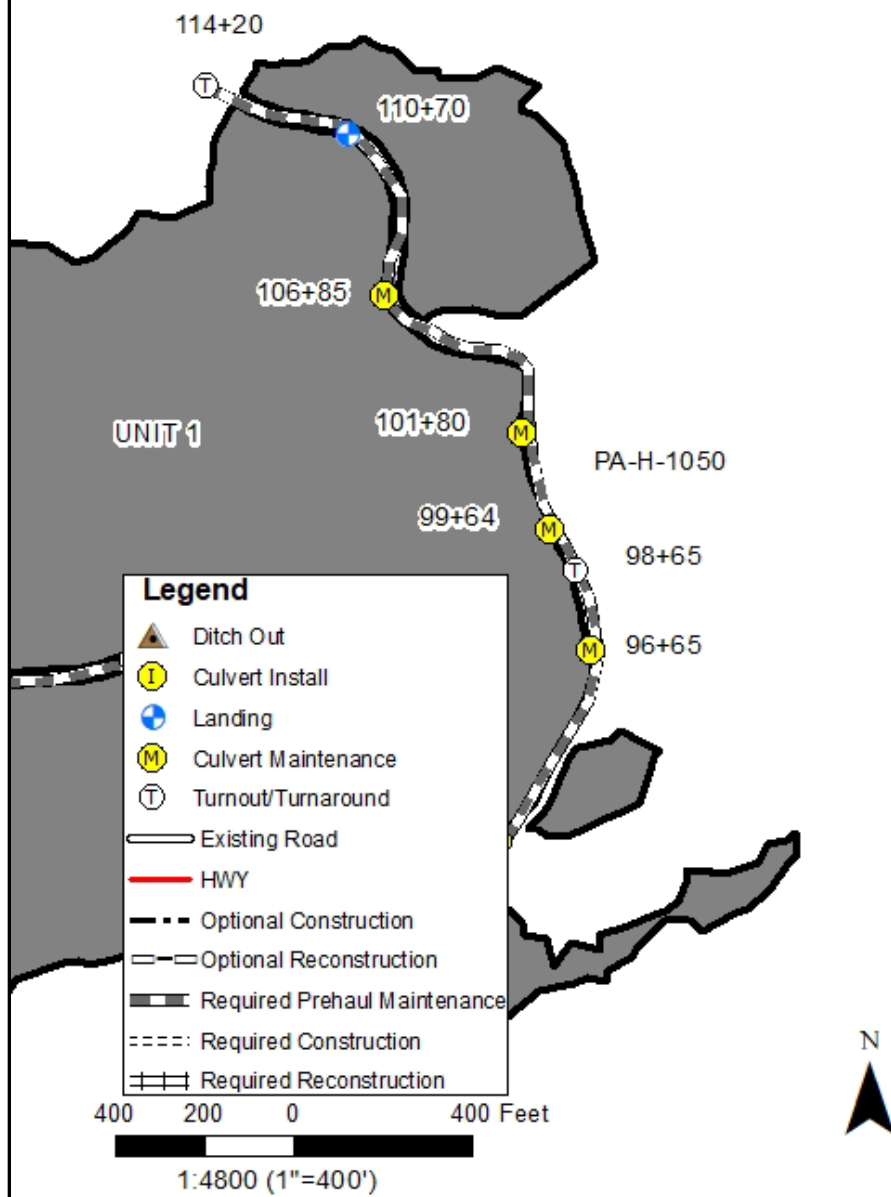
Tree Well Timber Sale Work Map 1



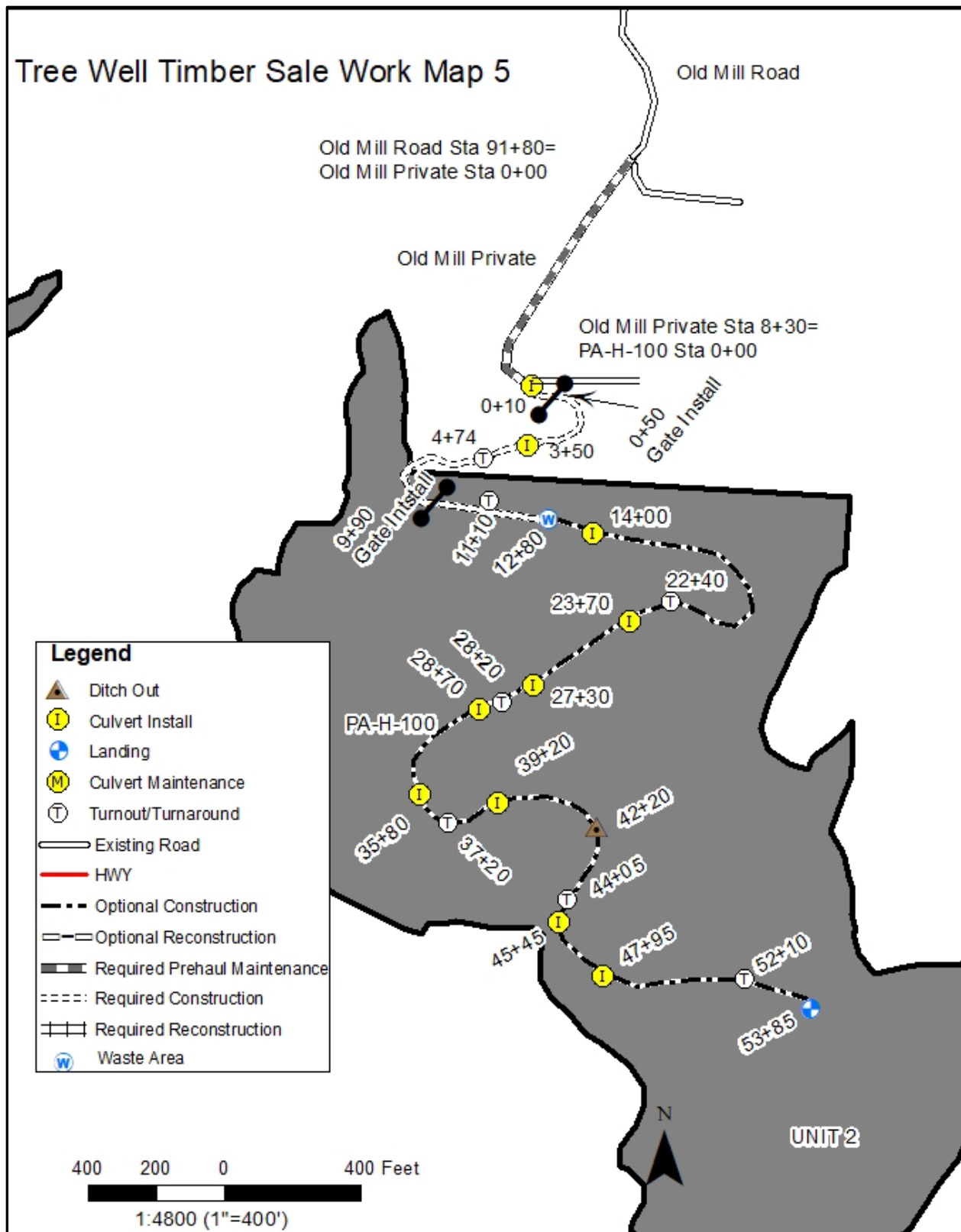
Tree Well Timber Sale Work Map 2

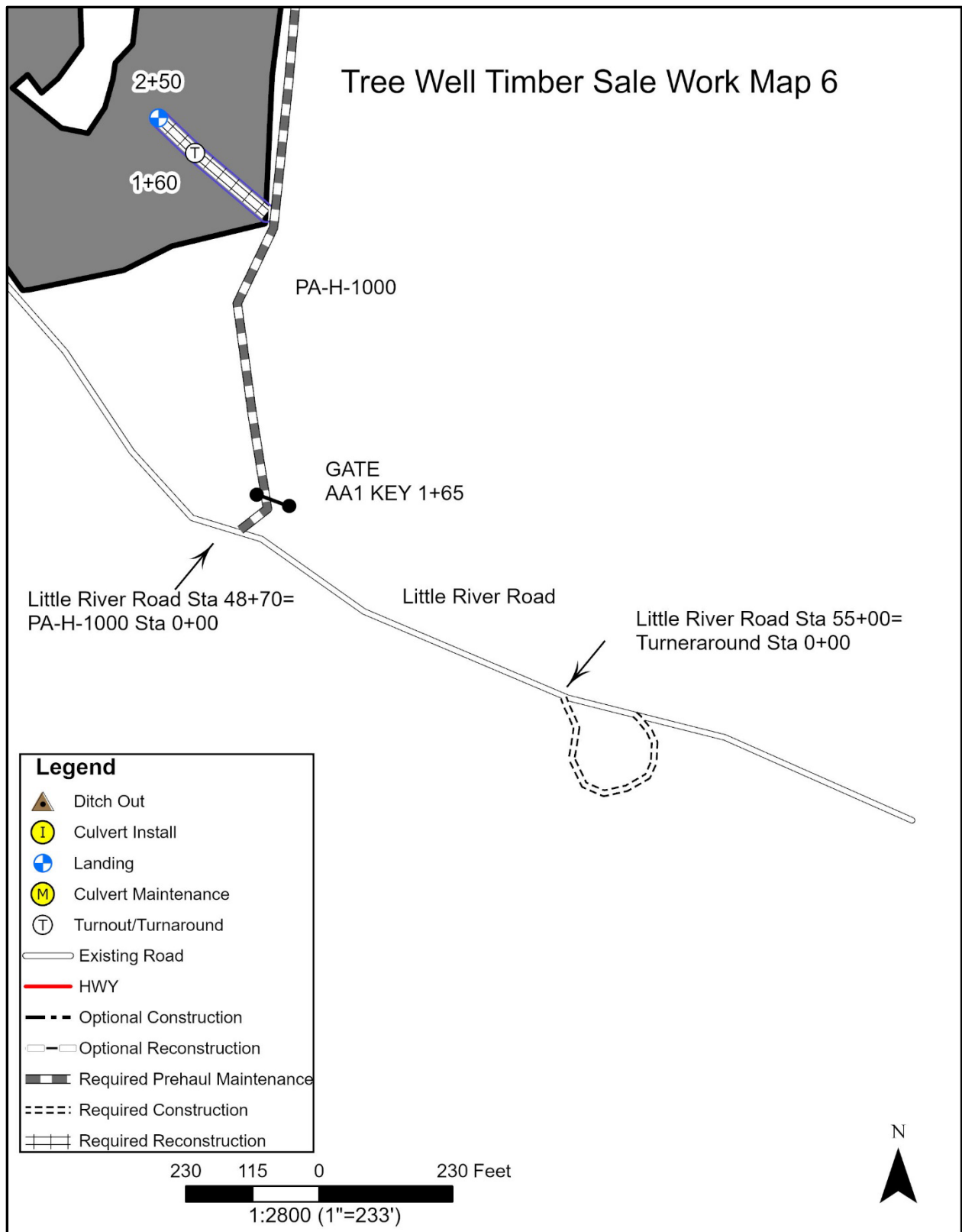


Tree Well Timber Sale Work Map 4



Tree Well Timber Sale Work Map 5





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>
2+30 Spur	0+00 to 2+30	Construction
4+10 Spur	0+00 to 4+10	Reconstruction
0+60 Spur	0+00 to 0+60	Construction
PA-H-1000	0+00 to 87+10	Prehaul Maintenance
TurnerAround	0+00 to 3+50	Construction
2+50 Spur	0+00 to 2+50	Reconstruction
PA-H-1010	0+00 to 3+35	Reconstruction
PA-H-1010	3+35 to 5+20	Construction
PA-H-1050	0+00 to 114+20	Prehaul Maintenance
2+20 Spur	0+00 to 2+20	Construction
1+30 Spur	0+00 to 1+30	Construction
2+15 Spur	0+00 to 2+15	Construction
Old Mill Private	0+00 to 8+30	Prehaul Maintenance
PA-H-100	0+00 to 12+80	Construction

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
1+25 Spur	0+00 to 1+25	Construction
PA-H-100	12+80 to 53+85	Construction

0-4 CONSTRUCTION

This project includes, but is not limited to the following construction requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
2+30 Spur	0+00 to 2+30	See Below
0+60 Spur	0+00 to 0+60	
TurnerAround	0+00 to 3+50	
PA-H-1010	3+35 to 5+20	
2+20 Spur	0+00 to 2+20	
1+30 Spur	0+00 to 1+30	
2+15 Spur	0+00 to 2+15	
PA-H-100	0+00 to 53+85	

1+25 Spur	0+00 to 1+25	
Total Stations	69.0 Stations	

Construction includes, but is not limited to: Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts, constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

0-5 RECONSTRUCTION

This project includes, but is not limited to the following reconstruction requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
4+10 Spur	0+00 to 4+10	See Below
2+50 Spur	0+00 to 2+50	
PA-H-1010	0+00 to 3+35	
Total Stations	9.95 Stations	

Reconstruction includes, but is not limited to: Removal of all vegetative material with minimum loss of rock and dispose of in accordance with Clause 2-9 and Clause 3-23. Cleaning ditches and constructing ditches, constructing headwalls, cleaning culvert inlets and outlets in accordance with Clause 2-6 and Clause 2-7. Installing additional culverts and replacing culverts in accordance with the culvert list. Grading, shaping and compacting existing road surface, turnouts and turnaround in accordance with Clause 2-5, realigning road segments, spreading grass seed and hay, and the application of rock in accordance with the Rock List.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-H-1000	0+00 to 87+10	Grade, shape and compact existing running surface in accordance to Clause 2-5 as directed by contract administrator, apply rock in accordance with Rock list and Brush road in accordance with Clause 3-1.
PA-H-1050	0+00 to 114+20	Grade, shape and compact existing running surface in accordance to Clause 2-5 as directed by contract administrator, apply rock in accordance with Rock list, perform

		culvert maintenance in accordance with Clause 2-6, clean/construct ditch lines in accordance with Clause 2-7 and Brush road in accordance with Clause 3-1.
Old Mill Private	0+00 to 8+30	Grade, shape and compact existing running surface in accordance to Clause 2-5 as directed by contract administrator, apply rock in accordance with Rock list and Brush road in accordance with Clause 3-1.
Total Stations	209.6 Stations	

Pre-haul maintenance includes, but is not limited to: Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacements, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

0-7 POST-HAUL MAINTENANCE

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

0-9 DECOMMISSIONING

This project includes decommissioning listed in Clause 9-20 ROAD DECOMMISSIONING.

0-13 STRUCTURES

Purchaser shall provide and install medium gate and farm gate. Requirements for these structures are listed in Section 7 STRUCTURES.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-5 DESIGN DATA

PA-H-100 Sta 0+00 to 12+80 design data is available upon request at the Department of Natural Resources Straits District Office in Port Angeles, WA.

1-6 ORDER OF PRECEDENCE

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

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

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Purchaser shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation, and may not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

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

1-12 SURVEY MONUMENTS

At no time during construction, reconstruction, or maintenance shall survey monuments, witness trees, or bearing trees be disturbed or damaged. If damaged or disturbed, Purchaser shall hire a licensed land surveyor to repair, replace, and/or reset them.

1-13 LOG LOADING

At no time shall the loading of logs occur on the Old Mill Private road or Little River Road. In addition, no debris from harvesting operations shall be allowed on this road.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

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

- Orange ribbon and paint for construction centerlines.
- Construction stakes for everything else.

1-18 REFERENCE POINT DAMAGE

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

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Purchaser shall complete reconstruction, construction and pre-haul road work before the start of timber haul.

1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
Old Mill Private	ALL
PA-H-100	ALL

1-23 ROAD WORK PHASE APPROVAL

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

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

SUBSECTION RESTRICTIONS**1-25 ACTIVITY TIMING RESTRICTION**

On the following road(s), are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
All	All	All	Weekends and State Recognized Holidays
All	All	All roadwork activities including Timber Haul and rock pit development.	November 1 st – April 30 th
Old Mill Road, Old Mill Private & PA-H-100	ALL	ALL	8:00 PM -7:00 AM unless approved by the Contract Administrator.

1-26 OPERATING DURING CLOSURE PERIOD

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

1-27 TIMING RESTRICTION FOR MARBLED MURRELET

On the following road(s), timber felling, road work or operation of heavy equipment performed during the marbled murrelet nesting season (April 1 through September 23), is restricted to, two hours after sunrise to two hours before sunset. This does not apply to hauling timber, rock or equipment.

<u>Road</u>	<u>Stations</u>
PA-H-1050	28+60 to 39+60
PA-H-1050	57+50 to 65+85

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 6 inches on jaw run, pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 6 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-31 SPEED LIMITS

On the following road(s), speeds are limited to 10 mph.

<u>Road</u>	<u>Stations</u>
Old Mill Private	ALL

1-33 SNOW PLOWING RESTRICTION

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

SUBSECTION OTHER INFRASTRUCTURE**1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS**

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

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

The following county roads and state highways are affected by this sale:

<u>Road Name</u>
Old Mill Road
Little River Road

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for the paved road approaches:

Purchaser shall build up approaches to allow a smooth grade transition between the rock surfaced road and paved roads. The top of the rock road surfacing must be kept level with the surface of the paved road at all times.

1-43 ROAD WORK AROUND UTILITIES

Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain **all** road(s) in a condition that will allow the passage of light administrative vehicles. Old Mill Private must be passable by low clearance passenger vehicles. If, in the opinion of the contract administrator, Old Mill Private is unpassable, work must be completed to fix road passability problems.

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Purchaser shall use a grader to shape the existing surface.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-H-1000	0+00 to 87+10	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
PA-H-1050	0+00 to 114+20	Grade, shape, compact and remove shoulder vegetation as required by contract administrator
Old Mill Private	0+00 to 8+30	Grade, shape, compact and remove shoulder vegetation as required by contract administrator

2-6 CLEANING CULVERTS

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

<u>Road</u>	<u>Stations</u>
PA-H-1050	44+90, 48+60, 54+10, 57+50, 62+35, 64+00, 65+88, 68+00, 76+40, 82+00, 83+70, 85+85, 88+15, 91+70, 96+65, 99+64, 101+80, 106+85

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road(s), Purchaser shall clean and/or construct ditches, headwalls, and catchbasins. Work must be completed before the start of timber haul and must be done in accordance with the Typical Section Sheet. Pulling ditch material across the road or mixing in with the road surface is not allowed. Ditchlines, headwalls, and catch basins shall not encroach into the existing road.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
PA-H-1050	39+60 to 114+20	Clean out brushed material and other material blocking water flow.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
PA-H-1000	0+00 to 87+10
PA-H-1050	0+00 to 114+20
Old Mill Private	0+00 to 8+30

3-2 BRUSHING RESTRICTION

On the following road(s), pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Excavator buckets, log

loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
PA-H-1000	0+00 to 87+10
PA-H-1050	0+00 to 114+20
Old Mill Private	0+00 to 8+30

3-3 BRUSH REMOVAL

Remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets. Brush should be disposed of so that it will not fall back onto the road prism. Tops and limbs from Studley road construction shall be moved to Department of Natural Resources land.

SUBSECTION CLEARING

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 5 inches DBH or over 15 feet high between the marked right-of-way boundaries, or as approved by Contract Administrator. Clearing must be completed before starting excavation and embankment. No tress on existing private road shall be cut without permission from the Contract Administrator.

3-7 RIGHT-OF-WAY DECKING

Purchaser shall deck all right-of-way timber. Decks must be parallel to the road centerline and placed within the cleared right-of-way. Decks must be free of dirt, limbs, and other right-of-way debris, and removable by standard log loading equipment from the roadbed.

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 40%.
- Against standing trees.

SUBSECTION GRUBBING

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Purchaser shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the clearing limits, as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps must be positioned upright, with root wads in contact with the forest floor and on stable locations.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

In the following waste area(s), Purchaser is not required to remove stumps within waste areas if they are cut flush with the ground.

Road	Waste Area
PA-H-100	12+80

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located as listed below.

<u>Road</u>	<u>Stations</u>	<u>Disposal Location</u>	<u>Requirements</u>
PA-H-100	0+00 to 7+00	12+80	All stumps, road building debris must be moved to waste area 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 100 feet of a live stream, or wetland, unless used to comply with the specifications detailed in the Riparian Strategy, On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this road plan and as directed by the Contract Administrator.

SUBSECTION PILE

3-30 EXCLUSION OF DOZER BLADES

Purchaser shall not use dozer blades for the piling of organic debris.

3-31 PILING

Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 20 feet in areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS. Piles must be free of rock and soil.

3-32 END HAULING ORGANIC DEBRIS

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

<u>Road</u>	<u>Stations</u>
PA-H-100	0+00 to 7+00

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

Purchaser shall use a track mounted hydraulic excavator for construction, reconstruction and maintenance work unless stated otherwise within this Road Plan or authorized in writing by the Contract Administrator.

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions must be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 14%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

Purchaser shall construct excavation slopes no steeper than shown on the following table, 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)	$\frac{3}{4}$:1	133
Common Earth (on slopes over 70%)	$\frac{1}{2}$:1	200
Fractured or loose rock	$\frac{1}{2}$:1	200
Hardpan or solid rock	$\frac{1}{4}$: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	$1\frac{1}{2}$:1	67
Angular Rock	$1\frac{1}{4}$: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. Embankment widening is modified as follows:

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

Purchaser shall construct the subgrade to the dimensions shown on the INTERSECTION DETAIL.

4-21 TURNOUTS

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

4-22 TURNAROUNDS

Turnarounds must be no larger than 50 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-23 SUBGRADE FLARE FOR INTERSECTIONS

Intersections shall be constructed/reconstructed to include additional intersection flare.

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface.

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 to fit as built conditions. 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.

<u>Road</u>	<u>Stations</u>	<u>L or R</u>
PA-H-100	42+20	L
PA-H-1010	2+35	L

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in the listed designated areas. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

Note: All amount values are estimated bank yards.

<u>Waste Area Location</u>	<u>Waste Generated From Road</u>	<u>Waste Generated at Stations</u>	<u>Estimated Volume</u>
PA-H-100 Sta 12+80	PA-H-100	0+00 to 7+00	2000 cubic yards

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

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

4-39 WASTE AREA COMPACTION

Excavated material may be deposited adjacent to the road prism on side slopes up to 45% if the waste material is compacted and free of debris. On side slopes of 45% or more, all excavation shall be end hauled or pushed to designated waste areas. All waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts and routing excavation equipment over the entire width of the lifts, with the exception of side hill embankments too narrow to accommodate excavation equipment which may be placed by end-dumping or sidecasting until sufficiently wide to support the equipment.

SUBSECTION BORROW

4-47 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 12 inches in any dimension.

SUBSECTION SHAPING

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

SUBSECTION COMPACTION

4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. A plate compactor must be used for areas specifically requiring keyed embankment construction and for embankment segments too narrow to accommodate equipment.

4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed and reconstructed 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 placement of rock.

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

4-64 WASTE MATERIAL COMPACTION

All waste material shall be compacted by running equipment over it or bucket tamping.

4-65 CULVERT BACKFILL COMPACTION

Culvert backfills shall be accomplished by using a jumping jack compactor, performing at least 2 passes per lift, in lifts not to exceed 8 inches.

4-66 COMPACTION BY METHOD

Compaction shall consist of three complete passes over the entire width of each lift with a vibratory drum roller weighing a minimum of 6,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used.

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.

5-4 PUNCHEON RESTRICTED

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator.

SUBSECTION CULVERTS

5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT 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 may install culverts made of steel or plastic in accordance with Clauses 10-15 through 10-24.

5-13 CONTINGENCY CULVERTS

The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator. In the event that culverts are not used, culverts shall be stockpiled at Port Angeles Work Center.

<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

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL SHEET, TYPICAL TYPE NS NP CULVERT INSTALLATION DETAIL SHEET, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts over 15 inches diameter shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

Purchaser shall obtain written approval from the District Engineer or his/her designee for the installation of culverts 30 inches in diameter and over before backfilling.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 12 inches of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover specified in the Engineer's design, TYPICAL TYPE NS NP DETAIL SHEET, or recommended by the culvert manufacturer for the type and size of the pipe, whichever is greater.

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

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

Rock used for energy dissipaters must weigh at least 10 pounds. 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. Placement must be with a zero-drop-height method only.

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet must be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts, and fastened securely to the posts with No. 10 galvanized smooth wire or 1/2-inch bolts in accordance with the TYPICAL CULVERT INSTALLATION DETAILS SHEET.

5-22 ABOVE GROUND CULVERT ENERGY DISSIPATORS

At the end of the culvert, approximately 1 yd³ of oversize material shall be placed. The extents of placement shall be in accordance with TYPICAL CULVERT INSTALLATION DETAIL SHEET.

5-23 STAKING ABOVE GROUND CULVERTS

Culverts shall be staked on both the outlet and inlet. In addition, no more than 10ft of culvert shall be allowed without being staked. Staking shall consist of driving two heavy duty steel fence posts, or 1 ½" X 3/16" angle iron, at least 2 feet into the ground at each point, and attaching them to the culvert using No.10 or larger galvanized smooth wire.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

Purchaser shall construct catch basins to resist erosion. Minimum dimensions of catch basins are 1-2 feet wide, 1-2 feet deep and 2-4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL at all cross drain culverts that specify the placement of rock. Rock used for headwalls must consist of oversize or quarry spall material. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each

side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

SUBSECTION SURFACE DRAINAGE

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall not remove more than 3230 cubic yards of 4"jaw run rock. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator. If the 4"jaw run rock stockpile is exhausted before all of the rock called for has been removed, then the remaining rock shall come from a commercial source at no cost to the state. Onsite rock may be approved by Contract Administrator for portions of the PA-H-100.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
Overlook Pit	T30NR06W Sec 32	4 inch jaw run	3230 yd ³

6-5 ROCK FROM COMMERCIAL SOURCE

All rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense and for some roads (including the PA-H-100) shall be obtained from commercial sources. Rock sources are subject to written approval by the Contract Administrator before their use. Rock source(s) must be a WSDOT certified source. Prior to approval, purchaser shall submit a passing sieve test performed by procedure described in WSDOT FOP for WAQTC T 27/11.

SUBSECTION ROCK TOTAL QUANTITIES

6-23 ROCK GRADATION TYPES

Purchaser shall provide rock in accordance with the types and amounts listed below. Rock must meet the following specifications for gradation and uniform quality. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

<u>Rock Type</u>	<u>Amount</u>
4" jaw run rock	6130 cubic yards
1 ¼" minus crushed rock	430 cubic yards
2" minus crushed rock	1010 cubic yards

SUBSECTION ROCK GRADATIONS

6-25 FINES

% Passing U.S. #40 sieve	100%
% Passing U.S. #200 sieve	0%

The portion of aggregate retained on the No. 200 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	55 - 75%
% Passing U.S. #4 sieve	20 - 50%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

6-30 2-INCH MINUS CRUSHED ROCK

% Passing 2" square sieve	100%
% Passing 1" square sieve	55 - 75%
% Passing U.S. #4 sieve	20 - 45%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

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.

6-37 4-INCH JAW RUN ROCK

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

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

6-50 LIGHT LOOSE RIP RAP

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

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

6-52 OVERSIZE

% Passing 8" square sieve	100%
% Passing 4" square sieve	0%

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

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are estimated truck 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.

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width and in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply rock in accordance with the quantities shown on the ROCK LIST.

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>	<u>Amount</u>
PA-H-1000	0+00 to 87+10	2"minus crushed rock	100 cubic yards
PA-H-1050	0+00 to 114+20	2"minus crushed rock	100 cubic yards
Old Mill Private	0+00 to 8+30	1 ¼" minus crushed rock	170 cubic yards
PA-H-100	0+00 to 9+90	1 ¼" minus crushed rock	50 cubic yards

6-73 ROCK FOR WIDENED PORTIONS

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

6-76 DRY WEATHER ROCK COMPACTION

On the following roads, The Contract Administrator may require the application of water to facilitate compaction of the rock surfacing. The method of water application is subject to approval by the Contract Administrator.

6-78 ROCK FOR SPOT PATCHING

Rock for spot patching shall be applied before any grading is done and before any rock lifts are applied. Once applied, spot patches shall be graded into the existing running surface.

SUBSECTION DUST ABATEMENT

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement as directed by the Contract Administrator.

SECTION 7 – STRUCTURES

SUBSECTION GATE CLOSURE

7-70 GATE CLOSURE

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

<u>Road</u>	<u>Station</u>
Old Mill Private	0+20

7-71 GATE CLOSURE DURING HAUL

On the following road(s), Purchaser shall keep gates closed and locked except for passing vehicles.

<u>Road</u>	<u>Station</u>
Old Mill Private	0+20

SUBSECTION GATES AND FENCES

7-76 GATE INSTALLATION

Purchaser shall install the listed gate(s). Gate installations must be completed within 30 days of road construction completion, unless approved by Contract Administrator.

<u>Road</u>	<u>Station</u>	<u>Type*</u>	<u>Provided by</u>
PA-H-100	0+50	Farm Gate	Purchaser
PA-H-100	9+90	Farm Gate	Purchaser

Farm gate installation(s) must be in accordance with the FARM GATE DETAIL.

The gate and lock box must be installed plumb and aligned to ensure all mating components match with precision. Each post must be filled with concrete, capped and set in a minimum of 2 cubic yards of poured-in-place concrete. The gate must be installed with a post and locking device to allow the gate to be locked in an open position. The Contract Administrator will provide Purchaser with a padlock.

If Purchaser wishes to install an alternate design, detailed plans for the construction of the gate must be submitted to the Contract Administrator. Purchaser shall obtain written approval for the plans from the Contract Administrator or their designee, before gate installation begins.

7-78 GATE SUPPLIED BY PURCHASER

Purchaser shall provide all gates specified for installation in Clause 7-76 GATE INSTALLATION. Purchaser shall obtain written approval for the gates from the Contract Administrator before installation.

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

On the following road(s), Sediment control shall be as listed below or other methods as approved in writing by the Contract Administrator.

<u>Road</u>	<u>Station</u>	<u>Left and/or Right</u>	<u>Comments</u>
4+10 Spur	0+00	Right	Silt Fence, 30 feet
2+30 Spur	0+40	Left and Right	Silt Fence, 30 feet
2+30 Spur	0+40	Right	Install sediment traps in ditch

SUBSECTION REVEGETATION

8-15 REVEGETATION

On the following road(s) and other roads as directed by Contract Administrator, Purchaser shall spread grass seed and straw and/or hay mulch on all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pullback areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of covering must be approved in writing by the Contract Administrator.

<u>Road</u>	<u>Station</u>
PA-H-100	0+00 to 9+90
PA-J-100	12+30 waste area

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the all seed, mulch, straw and/or hay, matting etc..

8-17 REVEGETATION TIMING

Contractor shall revegetate during the first available opportunity. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator. Soils shall not be allowed to sit exposed during any rain event

8-18 PROTECTION FOR SEED

Contractor shall provide a protective cover over the revegetated area. The protective cover may consist of but not be limited to, such items as dispersed straw and/or hay mulch 3" thick or jute matting. Seed must be covered before the first anticipated storm event

8-19 ASSURANCE FOR SEEDED AREA

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

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 60 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>	<u>Minimum % germination</u>
Perennial Rye	35-45	90
Red Fescue	30-40	90
Highland Bent	5-15	85
White Clover	10-20	90
Inert and Other Crop	0.5	

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION STRUCTURES

9-1 EARTHEN BARRICADES

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

<u>Road</u>	<u>Stations</u>
2+30 Spur	0+20
4+10 Spur	0+20
0+60 Spur	0+20
1+25 Spur	0+20

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. If required by the Contract Administrator, designated culverts must be salvaged and delivered to Port Angeles Work Center.

SUBSECTION POST-HAUL MAINTENANCE

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>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator.
PA-H-1000	0+00 to 87+10	Apply post haul rock per Clause 6-72.
PA-H-1050	0+00 to 114+20	Apply post haul rock per Clause 6-72.
Old Mill Private	0+00 to 8+30	Apply post haul rock per Clause 6-72.
PA-H-100	0+00 to 9+90	Apply post haul rock per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface as approved in writing by the Contract Administrator.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

SUBSECTION DECOMMISSIONING AND ABANDONMENT

9-20 ROAD DECOMMISSIONING

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
PA-H-100	12+80 to 53+85	LIGHT DECOMMISSIONING
2+30 Spur	0+00 to 2+30	LIGHT DECOMMISSIONING
4+10 Spur	0+00 to 4+10	LIGHT DECOMMISSIONING
0+60 Spur	0+00 to 0+60	LIGHT DECOMMISSIONING
1+25 Spur	0+00 to 1+25	LIGHT DECOMMISSIONING
Turneraround	0+00 to 3+50	LIGHT DECOMMISSIONING

9-22 LIGHT DECOMMISSIONING

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 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 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.

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

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

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.
Water permittivity	D 4491	0.02 sec ⁻¹
Grab tensile strength	D 4632	180 lb in machine direction, 100lb in cross-machine direction
Grab tensile elongation	D 4632	30% max. at 180 lb or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be aluminized (aluminum type 2 coated meeting AASHTO M-274).

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

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

10-23 RUBBER CULVERT GASKETS

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

10-24 GAUGE AND CORRUGATION

Unless otherwise stated in the engineer's design, metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

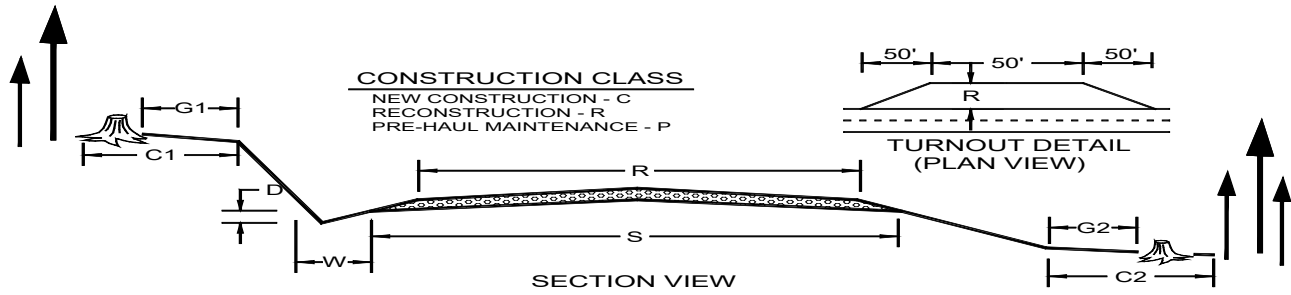
<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1 ¹ / ₂ "
24" to 48"	14 (0.079")	2 ² / ₃ " X 1 ¹ / ₂ "
54" to 96"	12 (0.109")	5" x 1"

SECTION 11 SPECIAL NOTES

11-7 COUNTY ROAD APPROACH PERMITS

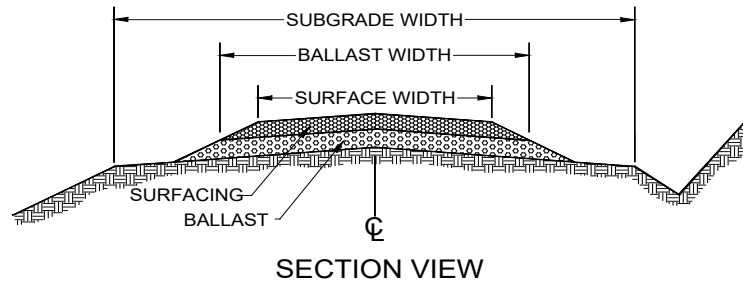
All county road approach permit(s) must be followed. This includes posting, correspondence with the County Public works department and construction requirements.

TYPICAL SECTION SHEET



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	TOLERANCE CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	CROWN AT CL (in)	DITCH WIDTH (W)	DITCH DEPTH (D)	GRUBBING CUT BANK (G1)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (C1)	ROAD FILL CLEARING (C2)
2+30 Spur	0+00	2+30	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
0+60 Spur	0+00	0+60	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
TurnerAround	0+00	3+50	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
PA-H-1010	0+00	3+35	R	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
PA-H-1010	3+35	5+20	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
2+20 Spur	0+00	2+20	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
1+30 Spur	0+00	1+30	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
2+15 Spur	0+00	2+15	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
PA-H-100	0+00	53+85	C	A	17'	12'	3"	2'	1'	5'	5'	5'	5'
1+25 Spur	0+00	1+25	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
4+10 Spur	0+00	4+10	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
2+50 Spur	0+00	2+50	C	C	17'	12'	3"	3'	1'	5'	5'	5'	5'
PA-H-1000	0+00	87+10	P			12'	3"	3'	1'				
PA-H-1050	0+00	114+20	P			12'	3"	3'	1'				
Old Mill Private	0+00	8+30	P			12'	3"	3'	1'				

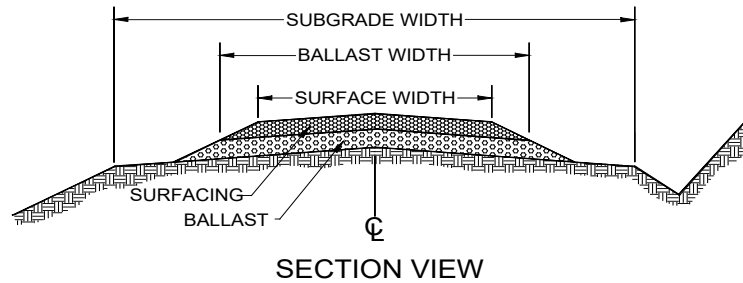
ROCK LIST SHEET



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= A: Overlook Pit or Commercial 4"jaw run rock, B: Commercial 4"jaw run rock, C: Commercial 2"minus rock, D: Commercial 1 ¼ " minus rock

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
PA-H-1000															
PreHaul Rock									C				100		
Post Haul Rock									C				100		
2+30 Spur															
Lift	0+00	2+30	17	A	12	12	70	160							
Culvert Install	0+40								C				20		
Culvert Install	1+50								C				10		
Landing	2+30			A				10							
0+60 Spur															
Lift	0+00	0+60	17	A	12	12	70	100							
Landing	0+60														
1+25 Spur															
Lift	0+00	1+25	17	A	12	12	70	90							
Culvert Install	0+10								C				20		
Landing	1+25			A				10							
4+10 Spur															
Lift	0+00	4+10	17	A	12	12	70	290							
Culvert Install	0+40								C				10		
Culvert Install	1+10								C				10		
Turnout	2+10			A				20							
Landing	4+10			A				10							
Totals:	A:690								C:270						

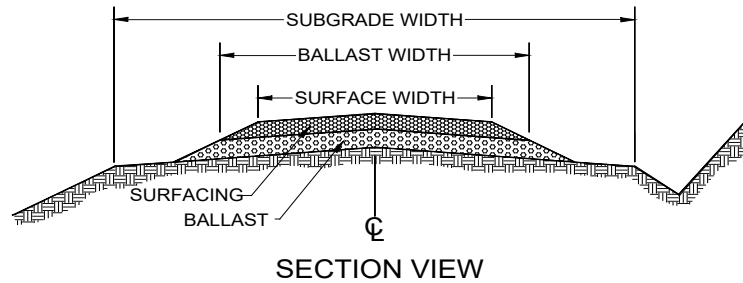
ROCK LIST SHEET CONTINUED



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
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6. Rock sources= A: Overlook Pit or Commercial 4"jaw run rock, B: Commercial 4"jaw run rock, C: Commercial 2"minus rock, D: Commercial 1 ¼ " minus rock

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd³/sta)	Pitrun SUBTOTAL(yd³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd³/sta)	Crushed Subtotal(yd³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd³)
2+50 Spur															
Lift	0+00	2+50	17	A	12	12	70	180							
Turnout	1+60			A				30							
Landing	2+50			A				20							
PA-H-1010															
Lift	0+00	5+20	17	A	12	12	70	370							
Culvert Install	0+90								C				10		
Turnout	3+35			A				30							
Culvert Install	4+45								C				10		
Landing	5+20			A				20							
Turneraround															
Lift	0+00	3+50	17	A	12	12	70	250							
PA-H-1050															
Prehaul rock									C				100		
Post haul rock									C				100		
Lift	65+85	110+70		A	12	4	20	900							
Turnout	58+00			A				20							
Turnout	71+20			A				20							
Turnout	74+80			A				20							
Turnout	80+90			A				20							
Totals:	A:1880								C:220						

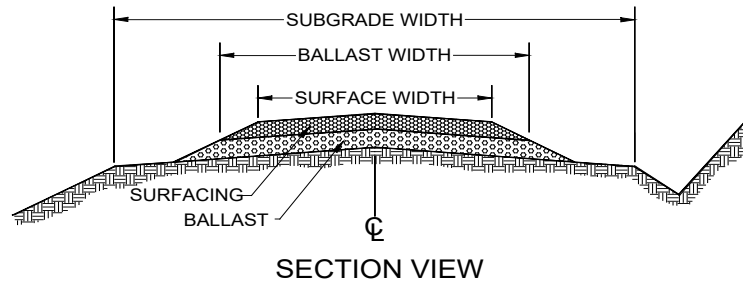
ROCK LIST SHEET CONTINUED



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
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ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd³/sta)	Pitrun SUBTOTAL(yd³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd³/sta)	Crushed Subtotal(yd³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd³)
PA-H-1050															
Turnout	83+70			A				20							
Turnout	88+00			A				20							
Turnout	98+65			A				20							
Landing	110+70			A				20							
Turnaround	114+20			A				20							
2+20 Spur															
Lift	0+00	2+20	17	A	12	12	70	160							
Turnout	1+35							30							
Landing	2+20							30							
1+30 Spur															
Lift	0+00	1+30	17	A	12	12	70	90							
Culvert Install	0+10								C				20		
Landing	1+30							20							
2+15 Spur															
Lift	0+00	2+15	17	A	12	12	70	150							
Culvert Install	0+10								C				20		
Landing	2+15			A				20							
Totals:	A:600								C:40						

ROCK LIST SHEET CONTINUED



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¾" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= A: Overlook Pit or Commercial 4"jaw run rock, B: Commercial 4"jaw run rock, C: Commercial 2"minus rock, D: Commercial 1 ¼ " minus rock

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
Old Mill Private															
Lift	0+00	8+30							D	12	4	20	170		
During Haul Rock									D				40		
Post Haul Lift									D	12	4	20	170		
PA-H-100															
Lift	0+00	12+80	17	B	15	12	70	900	C	12	6	35	450		
Lift	12+80	37+20	17	B	12	12	70	1710							
Misc Rock	37+20	53+85		B				100							
Culvert Install	0+10								C				20		
Culvert Install	3+50								C				10		
Turnout	4+74			B				30							
Turnout	11+10			B				30							
Turnout	22+40			B				30							
Turnout	28+20			B				30							
Turnout	37+20			B				30							
Turnout	44+05			B				30							
Turnout	52+10			B				30							
Landing	53+85			B				40							
Post Haul Lift	0+00	9+90							D				50		
Totals:	B:2960								D:430 C:480						
Grand Totals:	A:3230 B:2960								D:430 C:1010						

CULVERT LIST

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)		RIP RAP - INLET (cy)	RIP RAP - OUTLET (cy)	BACKFILL MATERIAL	NOTES
2+30 Spur	0+40	24	40					CR	Culvert Install
2+30 Spur	1+50	18	30					CR	Culvert Install
1+25 Spur	0+10	18	40					CR	Culvert Install
4+10 Spur	0+40	18	30					CR	Culvert Install
4+10 Spur	1+10	18	30					CR	Culvert Install
PA-H-1010	0+90	18	30					CR	Culvert Install
PA-H-1010	4+45	18	30					CR	Culvert Install
1+30 Spur	0+10	18	40					CR	Culvert Install
2+15 Spur	0+10	18	40					CR	Culvert Install
PA-H-1050	44+90	18							Clean inlet/outlet
PA-H-1050	48+60	18							Clean inlet/outlet
PA-H-1050	54+10	18							Clean inlet/outlet
PA-H-1050	57+50	18							Clean inlet/outlet
PA-H-1050	62+35	18							Clean inlet/outlet
PA-H-1050	64+00	18							Clean inlet/outlet
PA-H-1050	65+88	18							Clean inlet/outlet
PA-H-1050	68+00	18							Clean inlet/outlet
PA-H-1050	76+40	18							Clean inlet/outlet
PA-H-1050	82+00	18							Clean inlet/outlet
PA-H-1050	83+70	18							Clean inlet/outlet
PA-H-1050	85+85	18							Clean inlet/outlet
PA-H-1050	88+15	18							Clean inlet/outlet
PA-H-1050	91+70	18							Clean inlet/outlet
PA-H-1050	96+65	18							Clean inlet/outlet
PA-H-1050	99+64	18							Clean inlet/outlet
PA-H-1050	101+80	18							Clean inlet/outlet
PA-H-1050	106+85	18							Clean inlet/outlet

CULVERT LIST Continued

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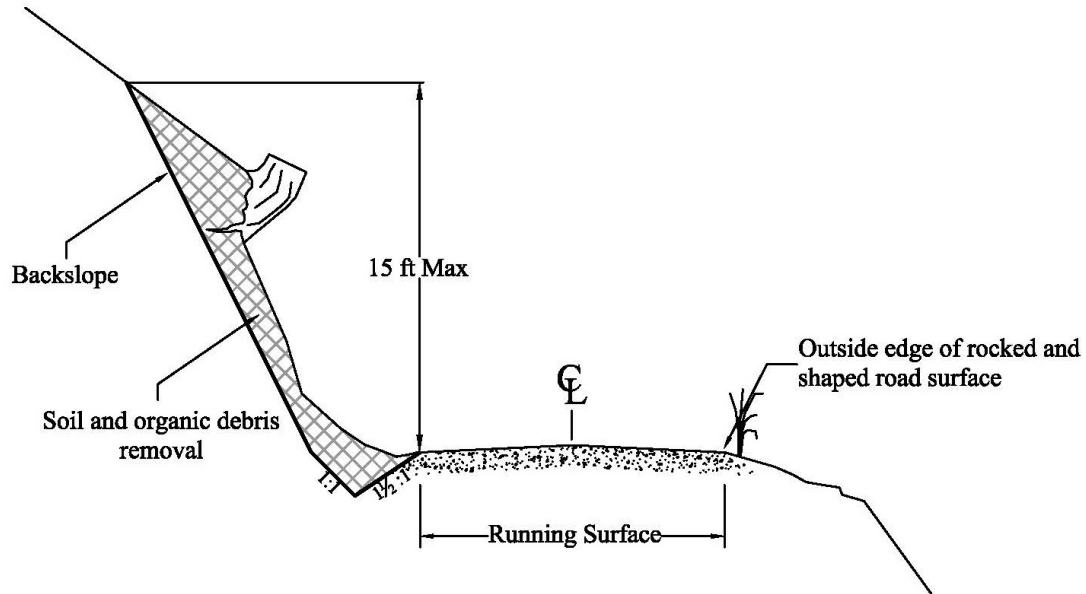
All rip rap shall be Oversize unless specified in the Rock List, or in the field.

All backfill shall be native material (NT) unless specified otherwise. CR= crushed rock, PR= Pit Run Rock

COMPACTION LIST

Road	Stations	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Pre-haul	All	Culvert Backfill	8"	Jumping Jack		3	
Pre-haul	All	Rock Lifts	6"	Vibratory Smooth Drum	6,000	3	3
Pre-haul	All	Pre-haul Surface		Vibratory Smooth Drum	6,000	3	3
Construction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Construction	All	Culvert Backfill	8"	Jumping Jack		3	
Construction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Culvert Backfill	8"	Jumping Jack		3	
Reconstruction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Post-haul Maintenance	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3

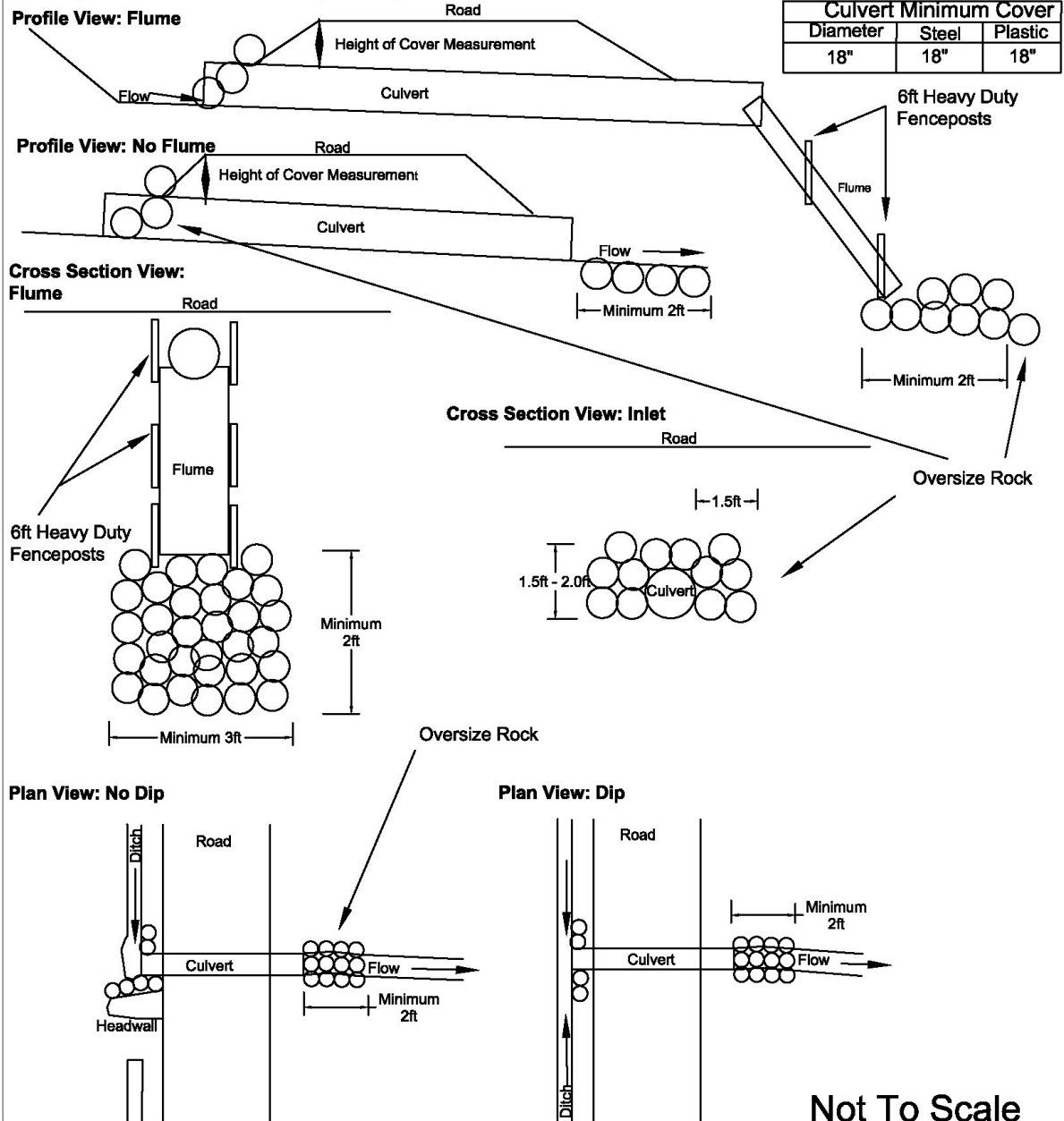
Ditch Cleaning Detail



1. The backslope shall be no steeper than $\frac{1}{2}:1$, unless the material is hardpan or solid rock, in which case it may be $\frac{1}{4}:1$.
2. If there is sufficient width for the ditch without affecting the cut bank, then removing bank material is not required.
3. Bank material above the ditch shall be removed to a maximum height of 15 feet, if needed to meet the requirements of this detail.
4. If there is insufficient width to clean or construct a ditch without disturbing more than 15 vertical feet of bank, the Contract Administrator may authorize changes to this plan in order to still meet the intent of having a ditch, while staying within the excavation limits already set.
5. Ditch cleaning or construction shall not shrink the running surface of the road.

Typical Cross Drain Culvert Installation Detail Sheet

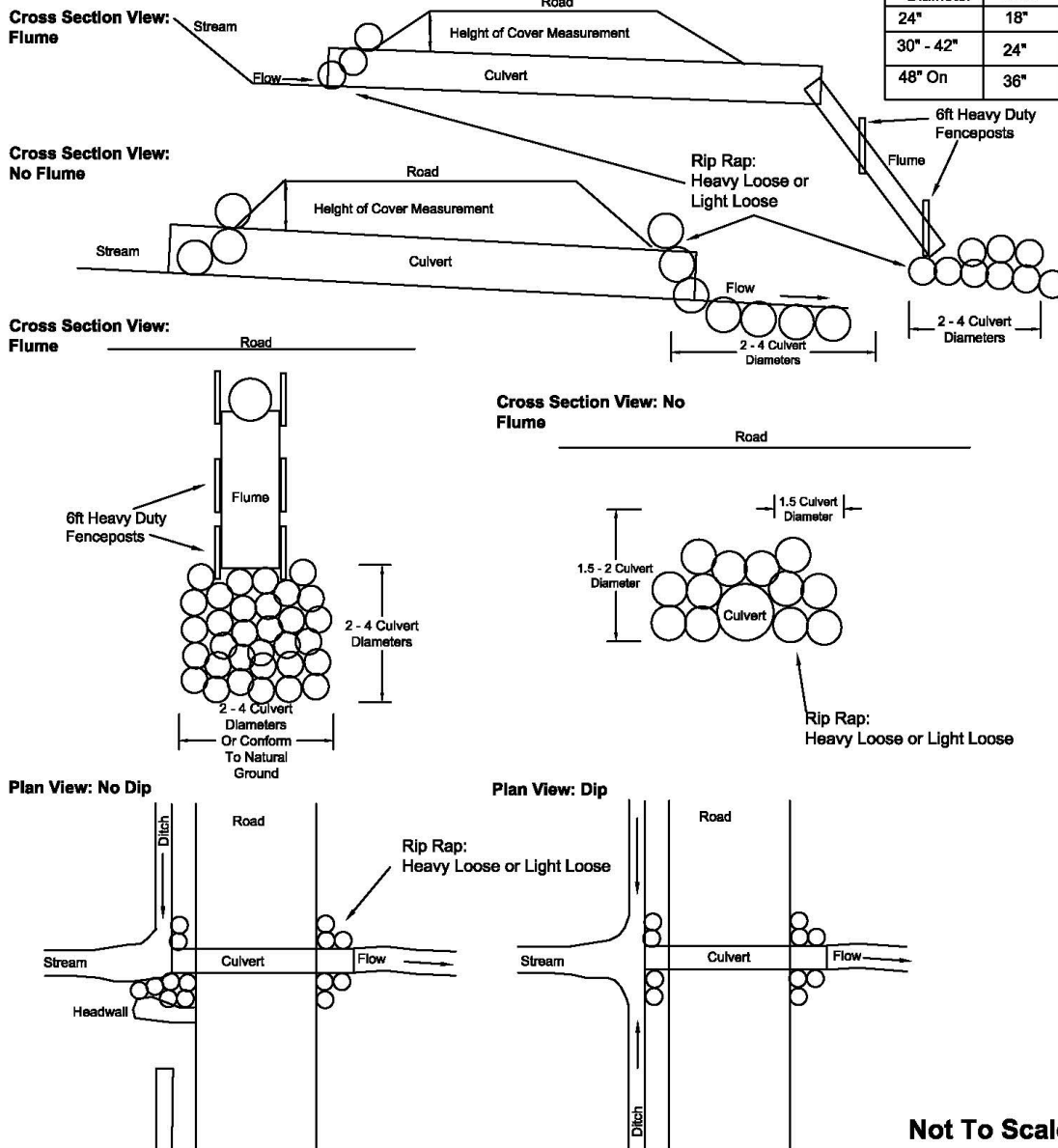
- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipater as specified in this Detail. All oversize distance to be determined by the Contract Administrator.
- Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus at least the width of the compactor footprint used..



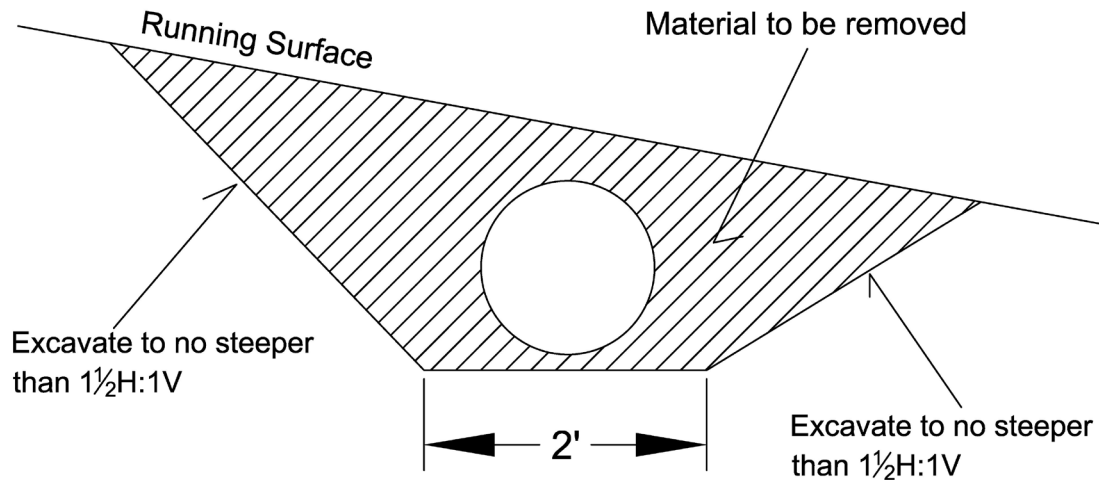
Typical Type Ns, Np Culvert Installation Detail Sheet.

- Water shall be diverted away from the work site before any "In stream" work begins, and shall continue until culvert installation is complete.
- Culvert lay shall match stream gradient up to 5%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Rip rap shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Rip rap shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume rip rap shall be placed along the fill at the outlet, unless there is stream drop or it is called for in the Road Plan, at which point it will be installed as an energy dissipater at the end of the culvert as specified in this Detail. All rip rap distance to be determined by the Contract Administrator or the District Engineer.
- Backfill compaction shall be achieved using a jumping jack, walk behind vibratory roller, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus 3 times the width of the compactor footprint used.

Culvert Minimum Cover		
Diameter	Steel	Plastic
24"	18"	24"
30" - 42"	24"	24"
48" On	36"	36"

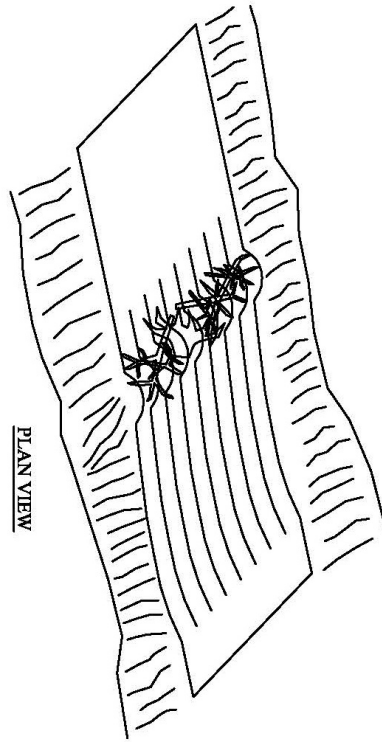


CROSSDRAIN REMOVAL DETAIL

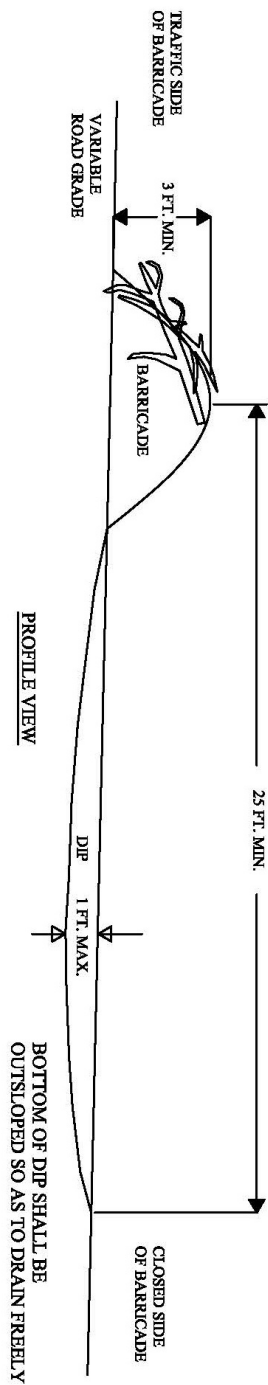


- 1) Excavated material may be wasted on the road surface on the downhill side of the excavation. Waste material shall be sloped at no steeper than ½ H:1V.
- 2) Resulting trench shall be keyed into the ditchline and sloped towards the outside edge of the road with a drop of at least 1 foot in 10 feet.

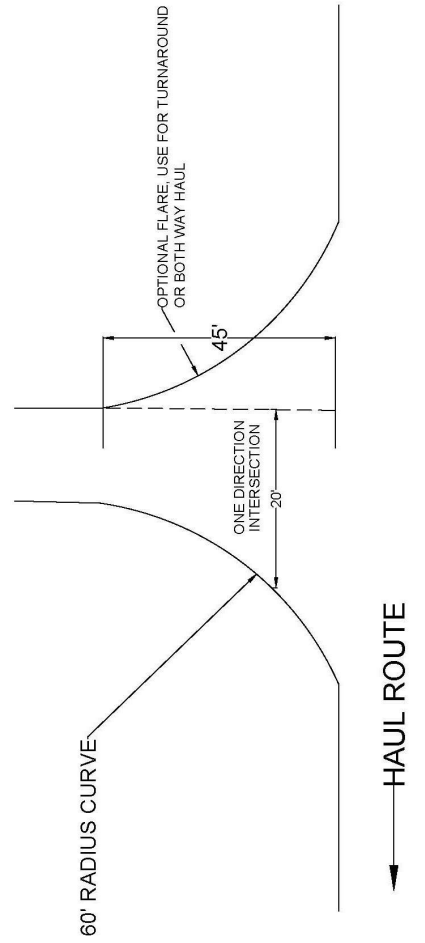
EARTHEN BARRICADE DETAIL



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



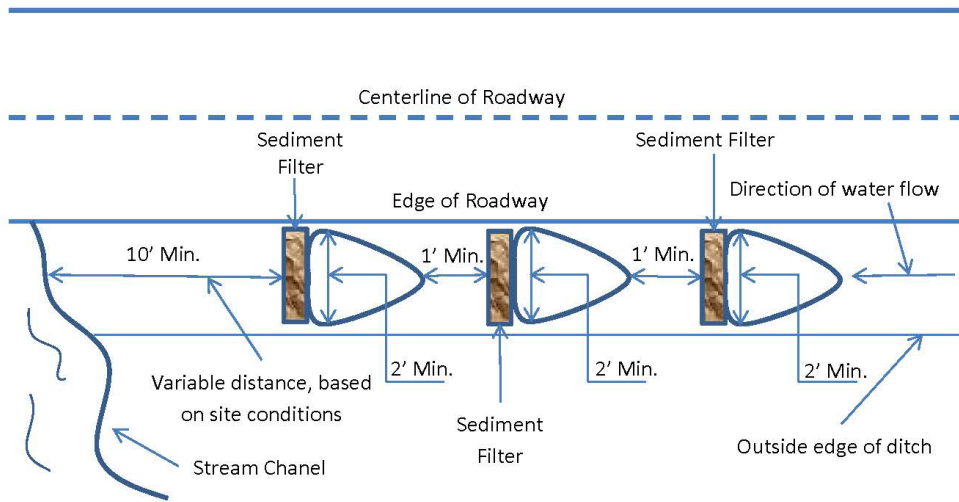
TYPICAL INTERSECTION



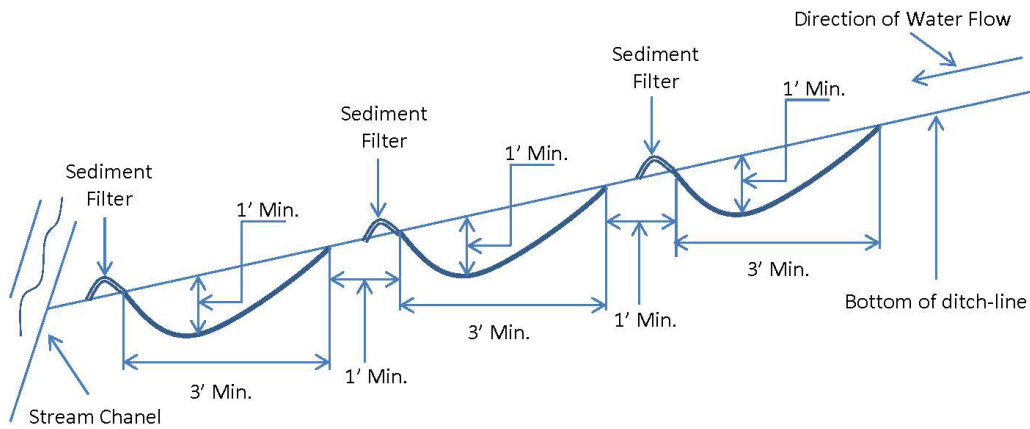
NOT TO SCALE

SEDIMENT TRAP DETAIL

Top View

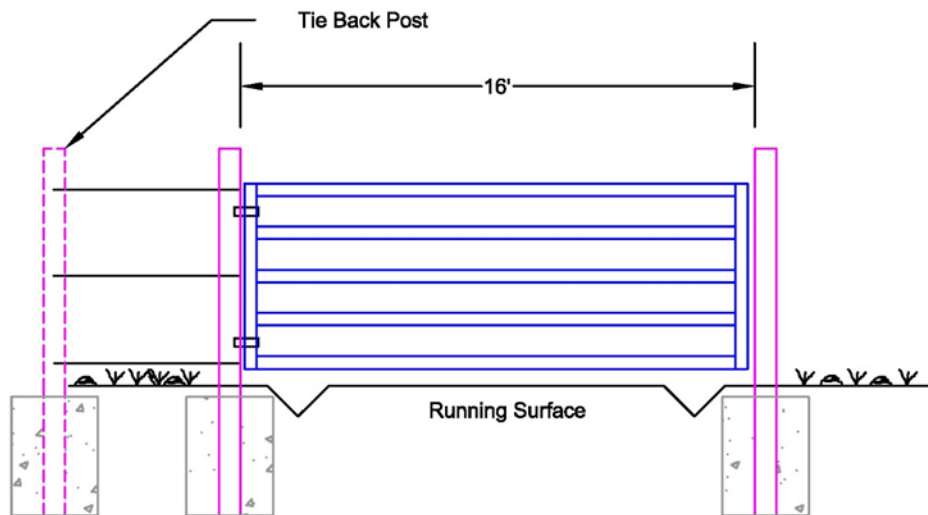


Profile View




Purchaser shall submit to the Contract Administrator a plan for the construction or purchase and installation of a gate similar to the one pictured below. The plan shall be subject to approval, in writing by the Contract Administrator.

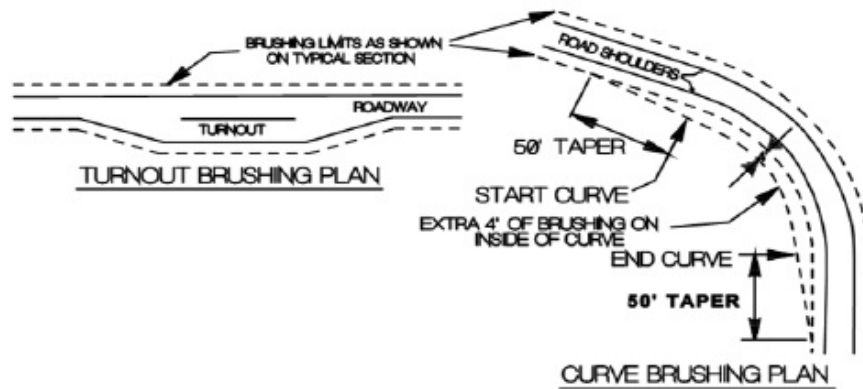
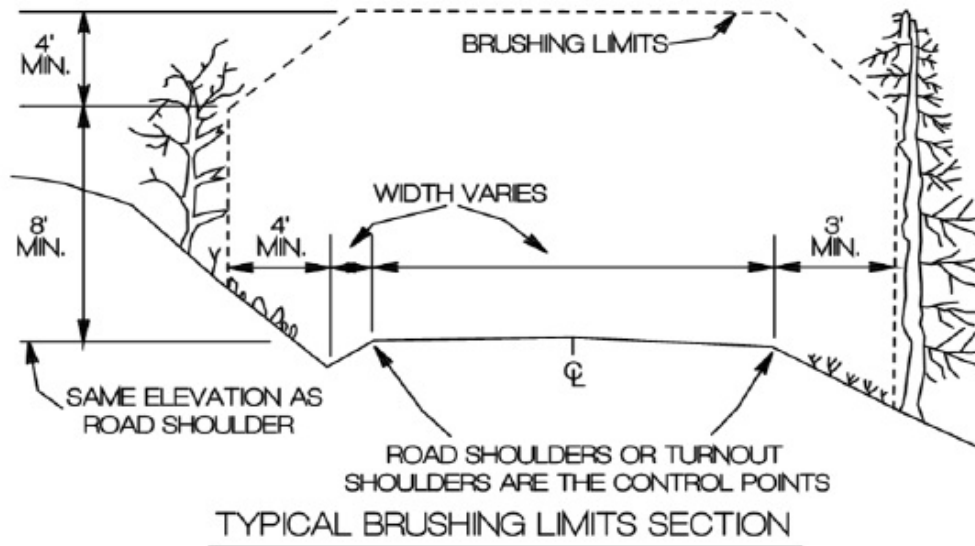
1. Gate posts shall be a minimum of 6" diameter steel pipe with a minimum of 1/4" wall thickness. Gate posts shall be filled with concrete.
2. Tubular steel gate members shall be at least 2" in diameter and of 16 gauge thickness, minimum, spacing of bars shall be adequate to contain livestock.
3. Gate posts shall extend a minimum of 3' into the ground and each post shall be set in a minimum of one and one half cubic yards of concrete.
4. All metal surfaces, shall be galvanized.
5. Gate shall be of a piece, side locking type.
6. Farm gates meeting these specifications may be obtained from commercial sources. Behlen Country 16' Hot-Dipped Galvanized Heavy Duty Gate is a approved Style Gate.
7. Tieback Posts may be required for proper swing movement and to prevent sag.



Drawing not to scale

	Farm Gate Detail
	Farm Gate Detail Designed By: G.Ellis Drawn By: G.Ellis Date: 3/10/20 Sheet 1 of 1

BRUSHING DETAIL



- 1) ALL VEGETATION WITHIN THE BRUSHING LIMITS SHALL BE CUT TO WITHIN 8' OF THE GROUND, UNLESS OTHERWISE DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 2) ALL BRUSH, TREES, LIMBS, ETC. SHALL BE REMOVED FROM THE ROAD SURFACE.
- 3) ALL BRUSH, TREES, LIMBS, ETC. THAT MAY RESTRICT THE FLOW OF WATER SHALL BE REMOVED FROM THE DITCH LINE.
- 4) ALL DEBRIS THAT MAY ROLL OR MIGRATE INTO THE DITCHLINE SHALL BE REMOVED.

				SUMMARY - Road Development Costs							
SALE NAME:	Tree Well	CONTRACT#:	0		REGION:	Olympic		DISTRICT:	Straits		
LEGAL DESCRIPTION:				0							
ROAD NAME:		PA-H-1000	PA-H-1050	Old Mill Private	All Roads						
ROAD TYPE:		Prehaul	Prehaul	Prehaul	Posthaul						
NUMBER OF STATIONS:		87.10	114.20	8.30	289.35						
SIDESLOPE:		0%	0%	0%	0%						
CLEARING AND GRUBBING:		\$0	\$0	\$0	\$0						
ROAD BRUSHING:		\$1,568	\$2,056	\$149	\$0						
EXCAVATION AND FILL:		\$0	\$0	\$0	\$0						
ROAD GRADING:		\$566	\$742	\$54	\$1,881						
DITCH CLEANING/CONSTRUCTION:		\$0	\$2,925	\$0	\$5,655						
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:											
Ballast:		0	1080	0	0						
		\$0	\$13,662	\$0	\$0						
Surface:		200	200	380	0						
		\$2,760	\$6,816	\$11,354	\$0						
Oversize:		\$0	\$0	\$0	\$0						
		\$0	\$0	\$0	\$0						
CULVERTS AND FLUMES:		\$0	\$0	\$0	\$0						
STRUCTURES:		\$0	\$0	\$0	\$0						
MISC. EXPENSES:		\$0	\$592	\$0	\$2,729						
OVERHEAD:		\$440	\$2,411	\$1,040	\$1,026						
TOTAL COSTS:		\$5,334	\$29,204	\$12,598	\$11,291						
COST PER STATION:		\$61.24	\$255.73	\$1,517.83	\$39.02						

Forest Access Road Maintenance Specifications

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the construction materials cut slope/fill slope ratios. Remove slides up to 100 cubic yards in volume from ditches and the roadway. Repair fill-failures, in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

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

Drainage

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

Forest Access Road Maintenance Specifications

Preventative Maintenance

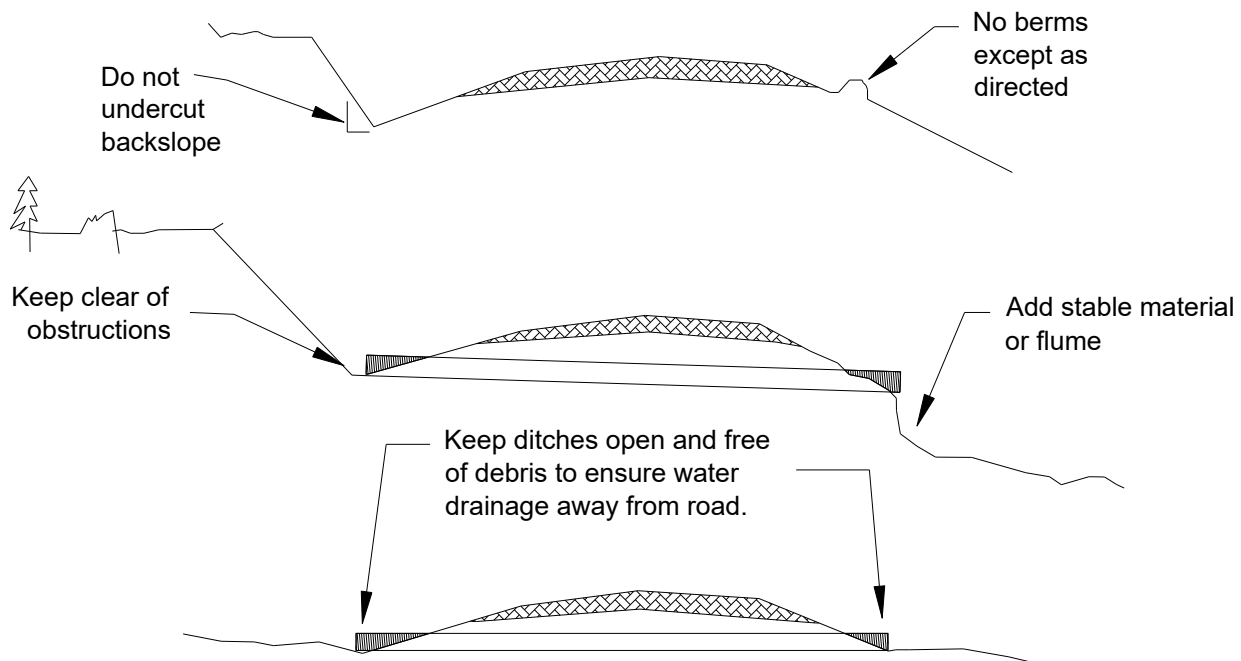
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

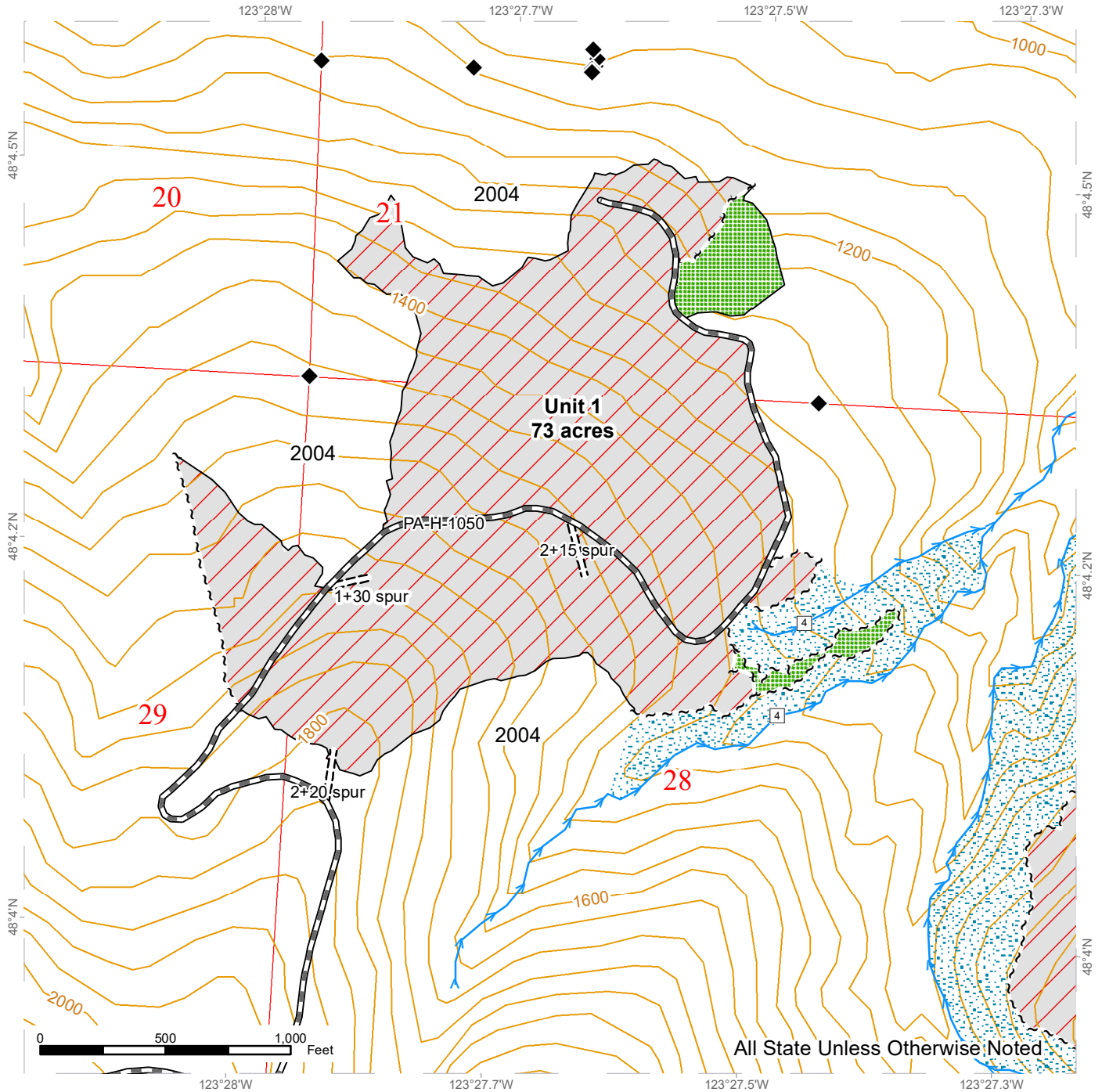
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



LOGGING PLAN MAP

SALE NAME: TREE WELL
 AGREEMENT#: 30-104820
 TOWNSHIP(S): T30R6W
 TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
 COUNTY(S): Clallam
 ELEVATION RGE: 1142-2052



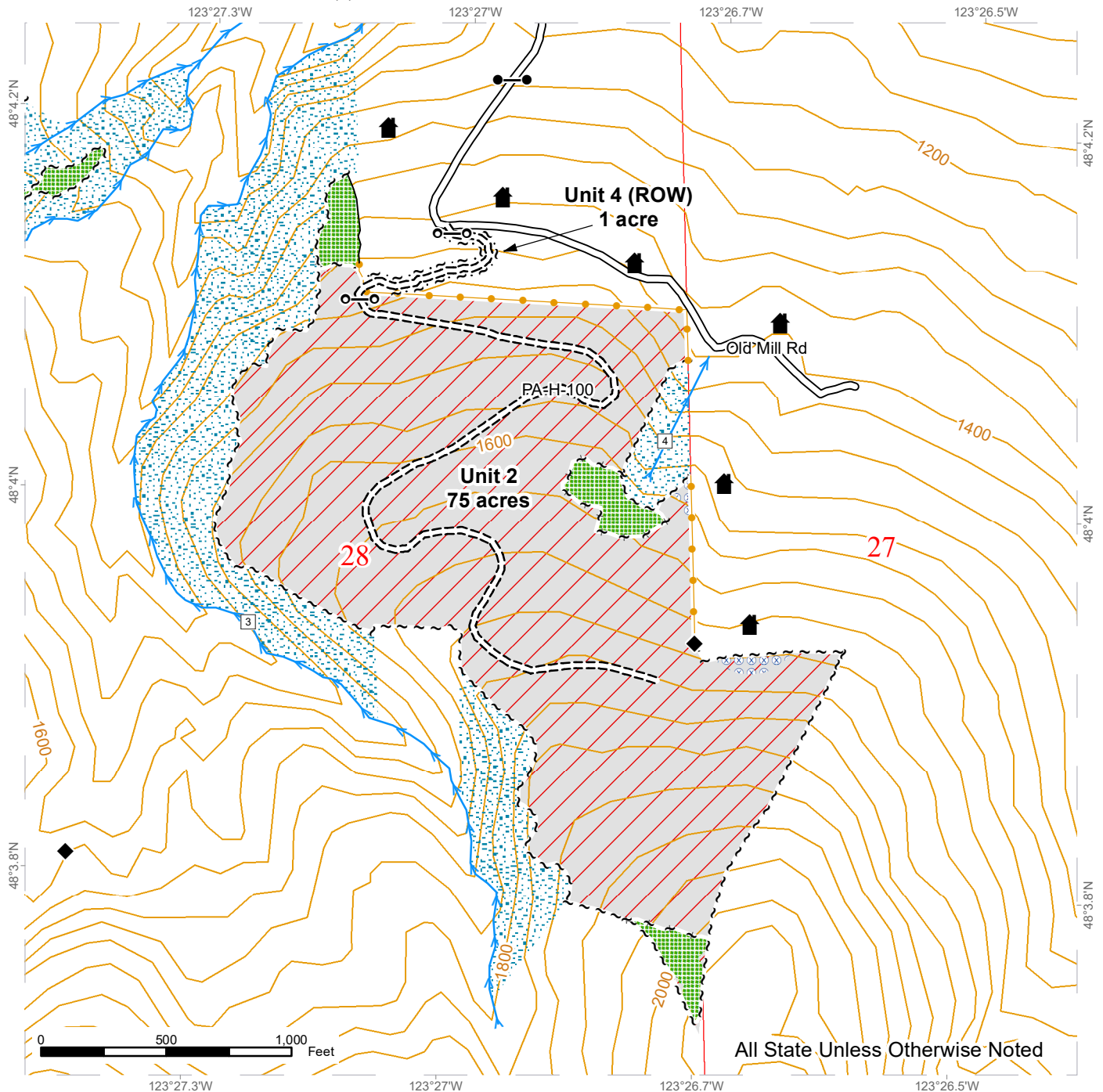
All State Unless Otherwise Noted

Variable Retention Harvest	Sale Boundary Tags	County Road	Contours 40-foot
Ground	Timber Type Change	Existing Roads	Streams
Leave Tree Area	Leave Tree Tags	Required Pre-Haul Maintenance	Stream Type
Riparian Mgt Zone	Right of Way Tags	Required Construction	Stream Type Break
	Take / Removal Trees	Required Reconstruction	Survey Monument
		Optional Construction	

LOGGING PLAN MAP

SALE NAME: TREE WELL
AGREEMENT#: 30-104820
TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1142-2052



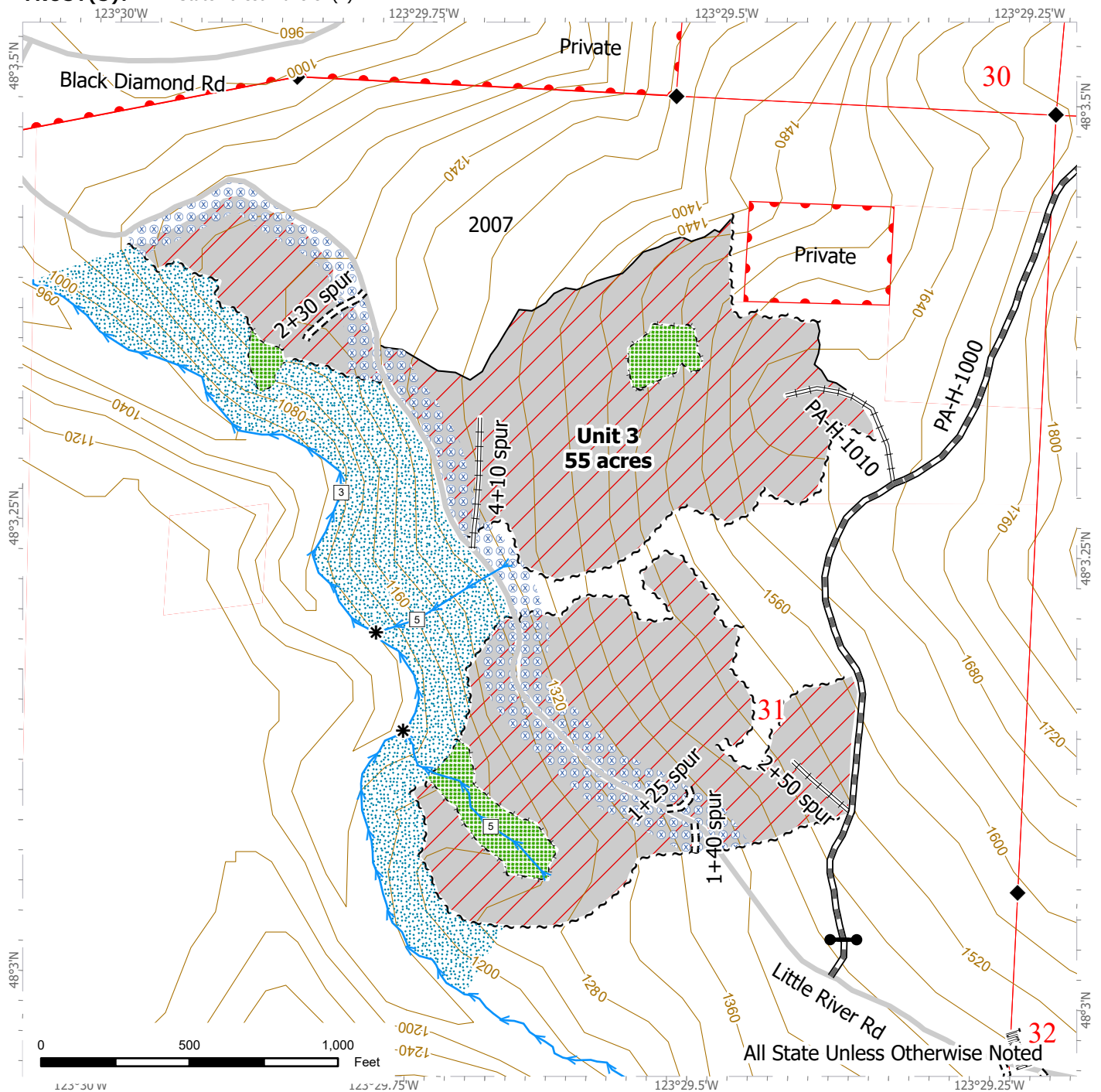
Variable Retention Harvest	Sale Boundary Tags	County Road	Contours 40-foot
Ground	Timber Type Change	Existing Roads	Streams
Hazard Abatement	Leave Tree Tags	Required Pre-Haul Maintenance	Stream Type
Leave Tree Area	Right of Way Tags	Required Construction	Stream Type Break
Riparian Mgt Zone	Take / Removal Trees	Required Reconstruction	Survey Monument
		Optional Construction	Gate (786)
			Gate Installation
			Structure



LOGGING PLAN MAP

SALE NAME: TREE WELL
AGREEMENT#: 30-104820
TOWNSHIP(S): T30R6W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 1120-2040



VRH	Sale Boundary Tags	County Road	Streams
Ground	Leave Tree Tags	Existing Roads	Stream Type
Leave Tree Area	Right of Way Tags	Required Pre-Haul Maintenance	Stream Break
Riparian Mgt Zone	Timber Type Change	Required Construction	Survey Monument
Hazard Abatement Area	Contours 40 ft	Required Reconstruction	Gates
DNR Managed Lands			



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-106129

THIS PERMIT, made and entered into this 26 day of February, 2024, by and between Stephen E. Hamlin TTE, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of hauling approximately 2,757 MBF of timber and 3,500 CY rock, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the NE1/4NE1/4 of Section 28, Township 30 North, Range 6 West, W.M., in Clallam County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: Fifteen Thousand & No/100 (\$15,000.00) Dollars. The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the "Tree Well" Timber Sale, and this permit shall not be effective until the consideration is tendered to Grantor.

Termination. This permit shall terminate 10/31/2029, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

Permittees. The Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein. Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance.

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

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

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Requirements. Site-specific operational requirements are listed in Exhibit C. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

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

Notice. Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Olympic Region
411 Tillicum Lane
Forks, WA. 98331

To Grantor:
STEPHEN E. HAMLIN TTE
6024 South Old Mill Road
Port Angeles, WA. 98362

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

Severability. If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or

by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

Construction. The terms of this Permit shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

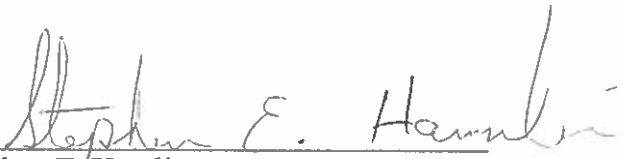
Headings. The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

STEPHEN E. HAMLIN TTE

Dated: 26 FEB., 2024.



Stephen E/Hamlin
Trustee
6024 S. Old Mill Road
Port Angeles, WA. 98362
(360) 461-2023

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 2-29, 2024.



William Wells
Olympic Region Manager
411 Tillicum Lane
Forks, WA. 98331
(360) 374-2800



Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden, Assistant Attorney General

EXHIBIT "A"

ROAD USE PERMIT HAMLIN SECTION 28, TOWNSHIP 30 NORTH, RANGE 6 WEST, W.M.

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 6 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 16 FEET WIDE, 8 FEET ON BOTH SIDES, ALONG AN EXISTING ROADWAY FOR ROAD USE PERMIT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND SHOWN ON ATTACHED EXHIBIT "B":

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 30 NORTH, RANGE 6 WEST, BEING A CONCRETE MONUMENT WITH BRASS CAP, PER RECORD OF SURVEY VOLUME 46 OF SURVEYS, PAGE 44, RECORDS OF CLALLAM COUNTY; THENCE SOUTH 60°47'46" WEST, 663.59 FEET, MORE OR LESS, TO THE END OF THE ROADWAY MAINTAINED BY CLALLAM COUNTY AND THE **TRUE POINT OF BEGINNING**; A STRIP OF LAND 16 FEET WIDE, 8 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, ALONG THE CENTER LINE OF AN EXISTING ROADWAY; THENCE SOUTH 46°47'36" WEST, ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, 55.13 FEET; THENCE SOUTH 32°59'10" WEST, ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, 54.07 FEET; THENCE SOUTH 33°30'29" WEST, ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, 294.87 FEET TO THE SOUTH LINE OF THE NORTH 692 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND TERMINUS OF SAID CENTER LINE.

SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO MEET AT THE OWNERSHIP LINES OF THE PARCEL OF LAND OWNED BY THE STEVEN E. HAMLIN LIVING TRUST, AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2004-1129016, RECORDS OF CLALLAM COUNTY WASHINGTON.

CONTAINING AN AREA OF 6,465 SQUARE FEET, 0.15 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" MAP ATTACHED HERewith AND MADE A PART HEREOF.

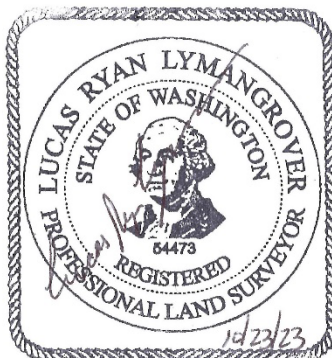


EXHIBIT "B"

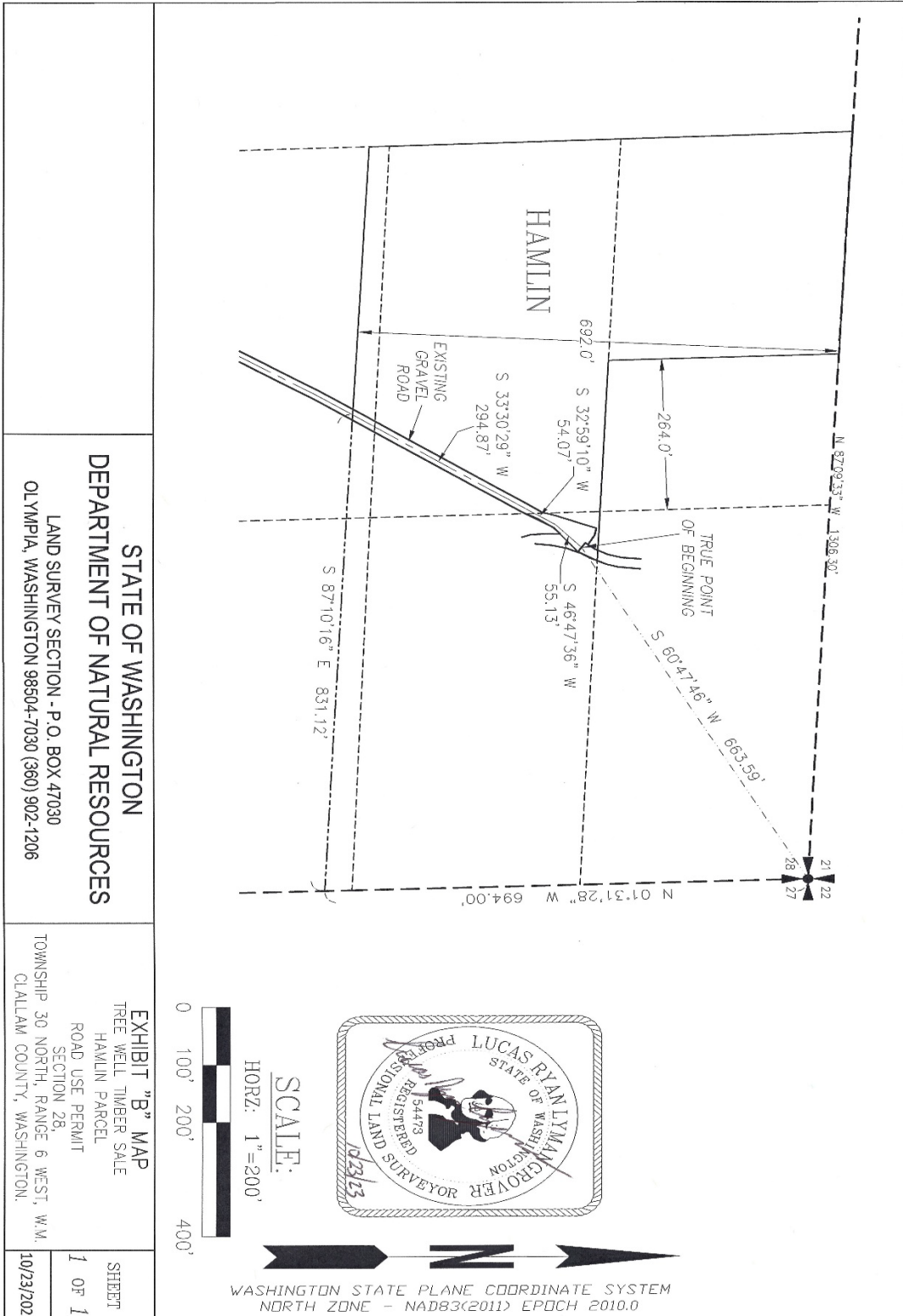


Exhibit C Operational Requirements

- Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
- No snow removal without permission from the landowner.
- Proper safety signage must be posted, (examples), “Road Closed”, “Active Timber Haul”, etc. for any activities affecting safe ingress and egress of route.
- Apply 4” of compacted crushed rock to the existing road upon completion of hauling. Maintain road during active operations. (See Road Plan)



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-106130

THIS PERMIT, made and entered into this 5 day of February, 202⁴⁸⁸, by and between Oliver G. Studley and Jennifer K. Green, a married couple, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of new road construction, the hauling of forest products including private ROW timber and for administrative purposes, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the NE1/4NE1/4 of Section 28, Township 30 North, Range 6 West, W.M., in Clallam County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration is as follows: Sixteen Thousand Eight Hundred Thirty-Two Dollars & No/100, (\$16,832.00). The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the "Tree Well" Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling will occur until the consideration is paid in full.

Termination. This permit shall terminate 10/31/2029, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

repair the premises. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

Permittees. The Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein. Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance.

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of its use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

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

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Requirements. Site-specific operational requirements are listed in Exhibit C. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to

temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

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

Notice. Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Olympic Region
411 Tillicum Lane
Forks, WA. 98331

To Grantor:
OLIVER G. STUDLY & JENNIFER K. GREEN
2261 26th Ave. South
Des Moines, WA. 98198

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

Severability. If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

Construction. The terms of this Permit shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.


Headings. The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

OLIVER G. STUDLY & JENNIFER K. GREEN

Dated: Jan. 29th, 2024.


Oliver G. Studly
Landowner
22621 26th Ave. South
Des Moines, WA. 98198
(206) 218-2490


Dated: Jan. 29th, 2024.


Jennifer K. Green
Landowner
22621 26th Ave. South
Des Moines, WA. 98198
(206) 218-2490

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: February 5, 2024.




~~Jill DeCianne~~ William Wells
Olympic Region Manager
411 Tillicum Lane
Forks, WA. 98331
(360) 374-2800

Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form this
11th day of March, 2008
Roger Braden, Assistant Attorney General

EXHIBIT "A"

**ROAD USE PERMIT
STUDLEY / GREEN
SECTION 28, TOWNSHIP 30 NORTH, RANGE 6 WEST, W.M.**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 6 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND FOR ROAD USE PERMIT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND SHOWN ON ATTACHED EXHIBIT "B":

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 30 NORTH, RANGE 6 WEST, BEING A CONCRETE MONUMENT WITH BRASS CAP, PER RECORD OF SURVEY VOLUME 46 OF SURVEYS, PAGE 44, RECORDS OF CLALLAM COUNTY; THENCE SOUTH 60°47'46" WEST, 663.59 FEET, MORE OR LESS, TO THE END OF THE ROADWAY MAINTAINED BY CLALLAM COUNTY; THENCE SOUTH 46°47'36" WEST, ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, 55.13 FEET; THENCE SOUTH 32°59'10" WEST, ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, 54.07 FEET; THENCE SOUTH 33°30'29" WEST, ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, 294.87 FEET TO THE SOUTH LINE OF THE NORTH 692 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING; A STRIP OF LAND 16 FEET WIDE, 8 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 31°06'18" WEST, ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, 211.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 79.02 FEET, WHICH BEARS SOUTH 49°42'11" EAST AND A DELTA ANGLE OF 136°34'10", ALONG THE SAID CENTER LINE OF THE EXISTING ROADWAY, AN ARC LENGTH OF 188.77 FEET TO THE END OF THE EXISTING ROADWAY AND THE BEGINNING OF A STRIP OF LAND 60 FEET WIDE, 30 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 62°46'53" EAST, 56.18 FEET; THENCE SOUTH 69°35'57" EAST, 60.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 62.02 FEET, WHICH BEARS SOUTH 17°46'35" WEST AND A DELTA ANGLE OF 159°56'52", AN ARC LENGTH OF 173.12 FEET; THENCE NORTH 84°39'57" WEST, 75.30 FEET; THENCE SOUTH 76°23'34" WEST, 130.50 FEET; THENCE SOUTH 58°25'28" WEST, 65.48 FEET; THENCE SOUTH 76°22'16" WEST, 74.78 FEET; THENCE NORTH 70°04'59" WEST, 83.81 FEET; THENCE SOUTH 55°55'02" WEST, 58.59 FEET, MORE OR LESS, TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 28 AND THE TERMINUS OF SAID CENTER LINE.

SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO MEET AT THE OWNERSHIP LINES OF THE PARCEL OF LAND OWNED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES, AT THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28.

CONTAINING AN AREA OF 51,830 SQUARE FEET, 1.19 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" MAP ATTACHED HERewith AND MADE A PART HEREOF.

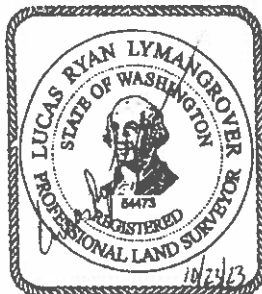


EXHIBIT "B"

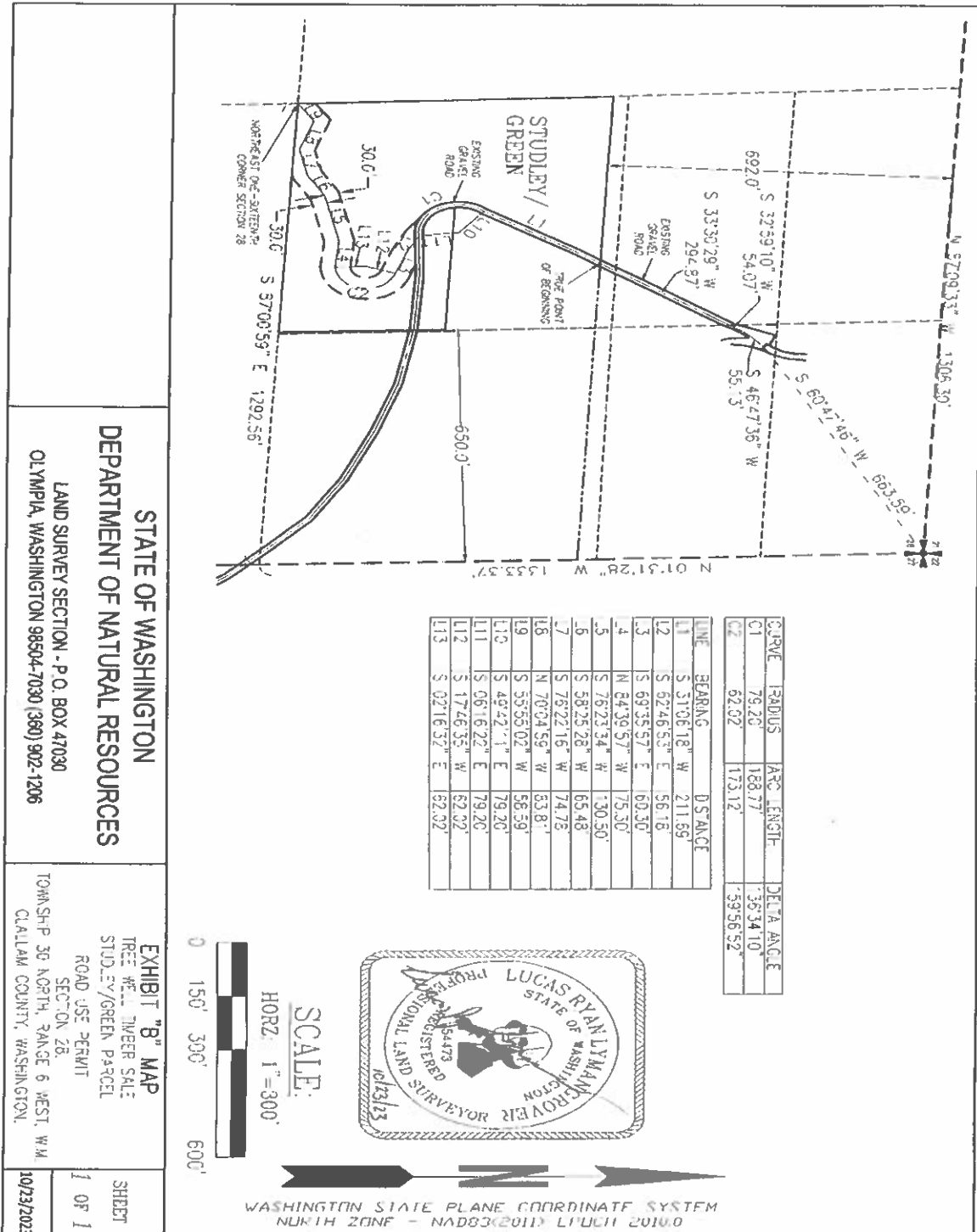


Exhibit C
Operational Requirements

- Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
- No snow removal without permission from the landowner.
- Install a farm gate at the intersection of S. Old Mill Road and new constructed road.
- Gate must be kept closed at all times except during period of active haul.
- Proper safety signage must be posted, (examples), “Road Closed”, “Active Timber Haul”, etc. for any activities affecting safe ingress and egress of route.
- Apply 4” of crushed rock to the existing road prior to and after harvest. Maintain road during active operations.
- Post “No public Access” At new gate location.