

Washington DNR Timber Sales Program

Updated information is being provided for **Junia 30-106667 timber sale documents as follows:**

Documents amended:

Brief Description	DATE
Driving Map – F1-3 lock on gate has been changed to combination lock. Contact NW region for access: (360) 856-3500	12-06-2024



TIMBER NOTICE OF SALE

SALE NAME: JUNIA

AGREEMENT NO: 30-106667

AUCTION: January 29, 2025 starting at 10:00 a.m., **COUNTY:** Whatcom
Northwest Region Office, Sedro-Woolley, WA

SALE LOCATION: Sale located approximately 7 miles east of Bellingham, WA.

**PRODUCTS SOLD
AND SALE AREA:**

All timber bounded by white timber sale boundary tags and property lines, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by orange right-of-way tags, except that title to the timber within the right-of-way associated with areas of road construction (located outside of units) is not conveyed to the Purchaser unless the road segment is actually constructed.

All forest products above located on part(s) of Sections 11 all in Township 37 North, Range 3 East, W.M., containing 42 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	17.9	7	1,359						851	412	92	4
Redcedar	11		66							29	37	
Hemlock	17.6		33						16	14	3	
Red alder	11.8		31							10	20	1
Sale Total			1,489									

MINIMUM BID: \$497,000.00 **BID METHOD:** Sealed Bids

PERFORMANCE SECURITY: \$99,400.00 **SALE TYPE:** Lump Sum

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

BID DEPOSIT: \$49,700.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Cable; tracked based equipment on sustained slopes 40% or less; self-leveling equipment on sustained slopes 55% or less; tethered equipment on sustained slopes 70% or less; also, a feller-buncher may be utilized on sustained slopes 40% or less for falling.

Timber harvest operations will not be permitted from November 1 to March 31 in the Lake Whatcom WAU. See Schedule D for restrictions. This shall not be waived. All remaining areas of Falling and Yarding will not be permitted from October 1 to May 31 unless authorized in writing by the Contract Administrator (THIS PERTAINS TO GROUND-BASED EQUIPMENT ONLY) to reduce soil damage and erosion.



TIMBER NOTICE OF SALE

ROADS: 16.65 stations of required construction. 3.02 stations of optional construction. 229.55 stations of required prehaul maintenance. 147.65 stations of optional prehaul maintenance. 1.91 stations of abandonment.

Rock may be obtained from the following source on State land at no charge to the Purchaser: Macadamia Pit at station 58+28 of the BL-12 Road.

Development of existing rock source will involve clearing, stripping, drilling, shooting, and processing rock to generate riprap and ballast rock.

An estimated total quantity of rock needed for this proposal: 20 cubic yards of riprap and 2,255 cubic yards of ballast rock.

Road work and the hauling of rock on the GM-ML (259+80 to 264+80) and GM-4601 will not be permitted from November 1 to March 31. THIS SHALL NOT BE WAIVED (this is a Lake Whatcom WAU requirement). All remaining road work and the hauling of rock will not be permitted from October 1 to May 31 unless authorized in writing by the Contract Administrator to reduce soil damage and siltation. The hauling of forest products will not be permitted from October 1 to May 31 unless authorized in writing by the Contract Administrator (except the area encompassed by the Lake Whatcom WAU, see Schedule D for restrictions) to reduce soil damage and siltation.

ACREAGE DETERMINATION

CRUISE METHOD: Acres determined by GPS traverse. Cruise was conducted via variable plot sample type. See Cruise Narrative for further details. Shapefiles of units are available upon request, and on the DNR website after the BNR meeting in which the sale is presented.

FEES:

1. If the Purchaser chooses to complete the optional construction of the GM-ML Road, from stations 147+65 to 150+67, the Purchaser shall furnish the State with a check made payable to Galbraith Tree Farms, LLC, in the amount of \$3,286.00, for right of way timber under easement #55-096782, within 30 days prior to construction.
2. \$25,313.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS:

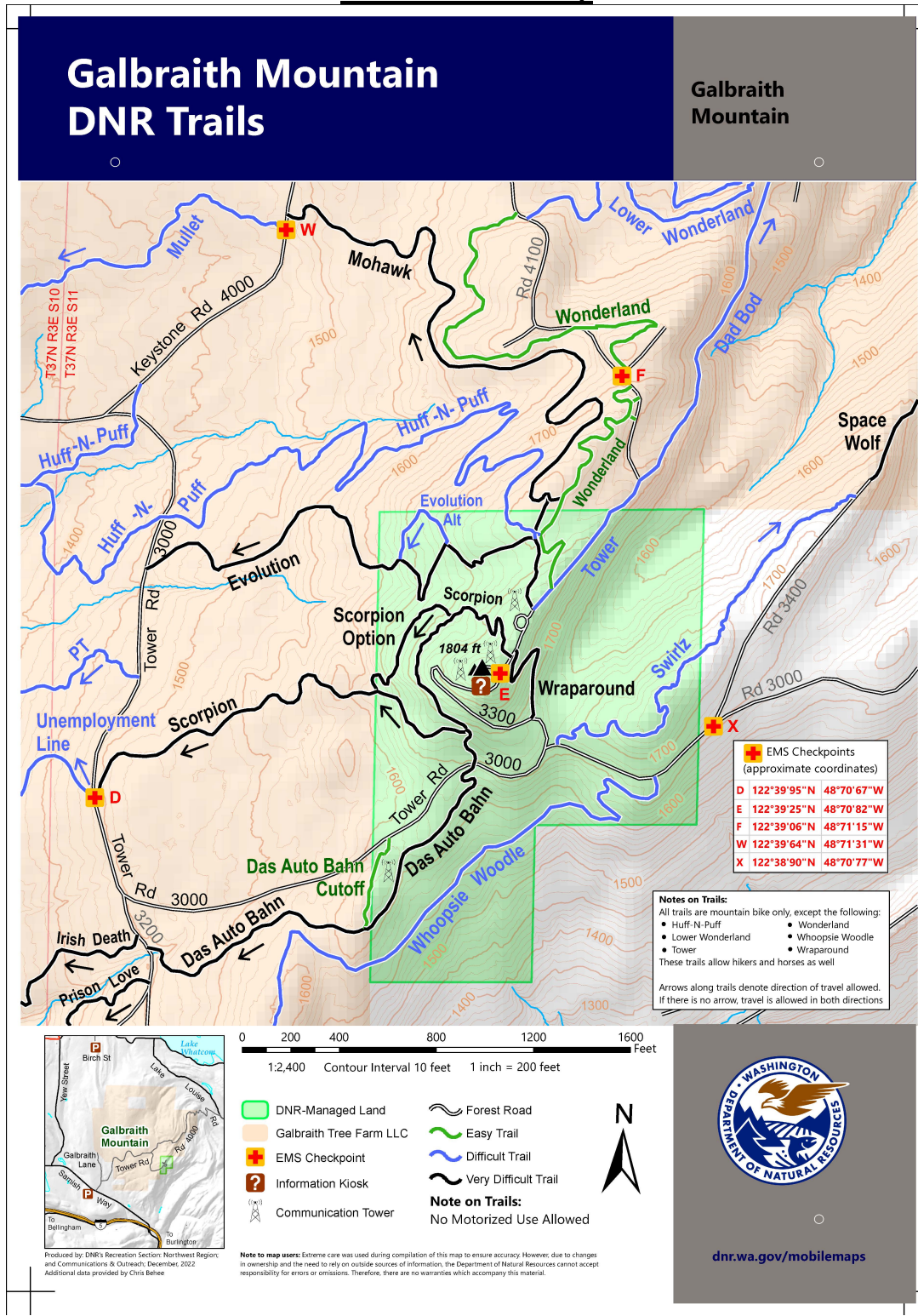
1. All activities, including road construction and road work, hauling of rock and timber, falling and yarding are restricted from October 1 through May 31, unless authorized in writing by the Contract Administrator.
2. Phosphorus-free fertilizers must be used to revegetate exposed soils on road cut and fill slopes.
3. Communication towers are present within the sale area. Access to these sites may not be blocked. Equipment limitation zones on the GM-ML restrict placement of equipment over 50 feet in height that might interfere with transmissions.
4. This sale lies within a heavily trafficked non-motorized trail network and contains 2 miles of designated recreation trails. The Purchaser is responsible for limiting damage to the trails within the sale area during operations and trail cleanout after operations. Operations on weekends and federal holidays will not be allowed without Contract Administrator approval.



TIMBER NOTICE OF SALE

5. All contractors and timber sale purchasers must follow the operational requirements outlined in Exhibit E from Galbraith Tree Farm LLC, dated June 7, 2020 – 55-096782 while using the easement area, including a 10 mph speed limit and mandatory safety briefing.
6. Road work is planned in close proximity to several aboveground and belowground utilities, including gas, power, and communications transmission lines. Purchaser is responsible for all notification, including “call before you dig”, following all applicable laws or rules concerning utilities, and assumes liability for any impacts to utilities caused by operations.
7. Property line is marked at the last take tree on State property with a pink “X” facing towards the unit.
8. HQ DF noted within the sale area. See cruise for further details.
9. Signage, provided by the State, must be posted on the GM-ML at the Galbraith Lane gate and the entrance to Unit 1 during harvest and hauling operations to alert recreational users of activity and closures.

Schedule C Galbraith Trails Map



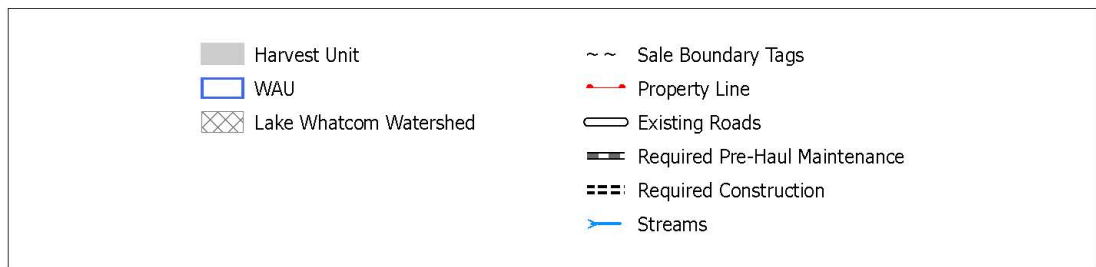
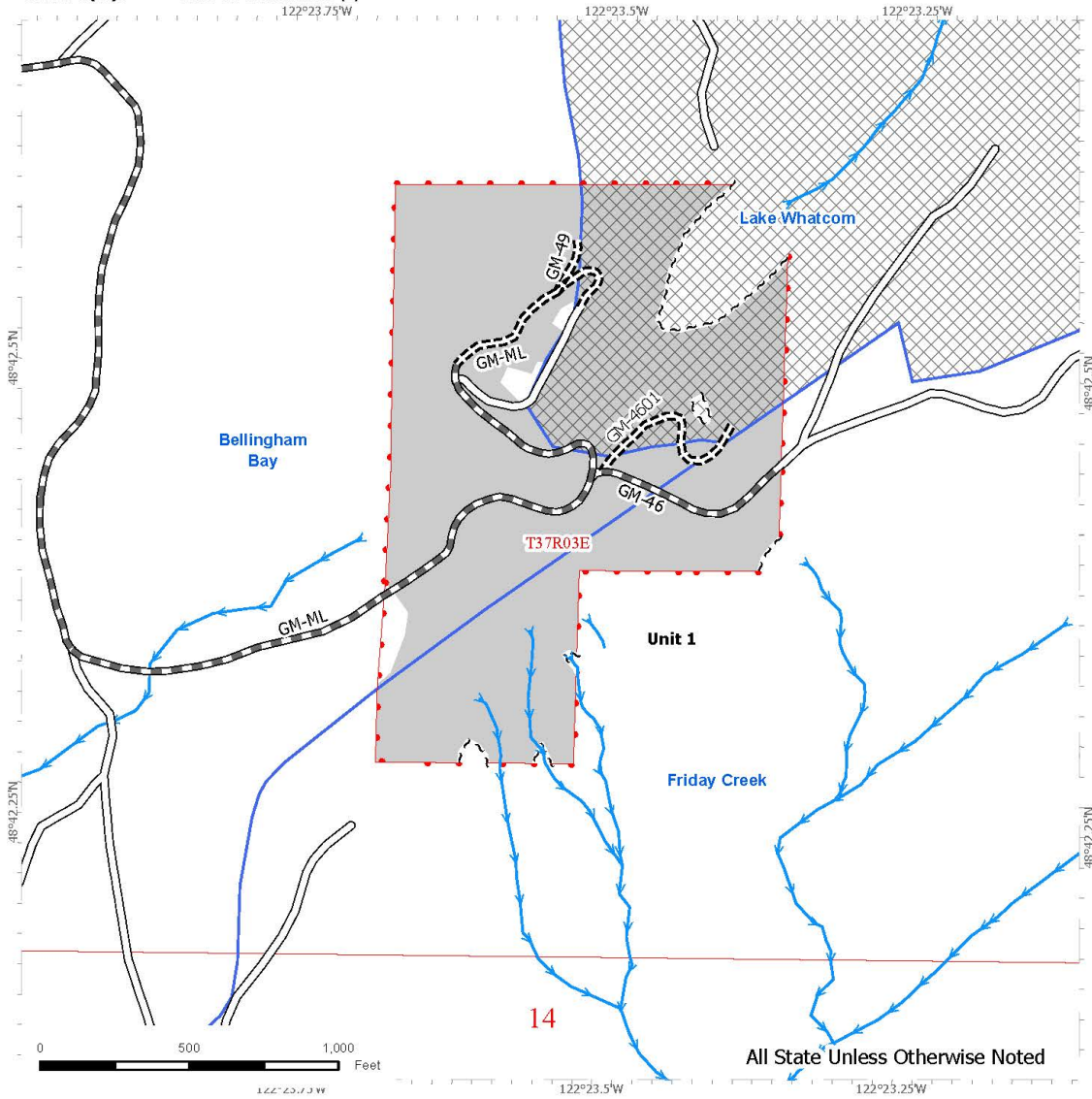
Schedule D
Lake Whatcom WAU Area Operations

Within the Lake Whatcom Watershed, all activities/operations, including but not limited to road construction and road work, hauling of rock and timber, falling and yarding will not be permitted from November 1 to March 31. This will not be waived. See Lake Whatcom WAU Map for watershed boundaries. Georeferenced map available upon request.

SCHEDULE D: LAKE WHATCOM WAU MAP

SALE NAME: JUNIA
AGREEMENT#: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760



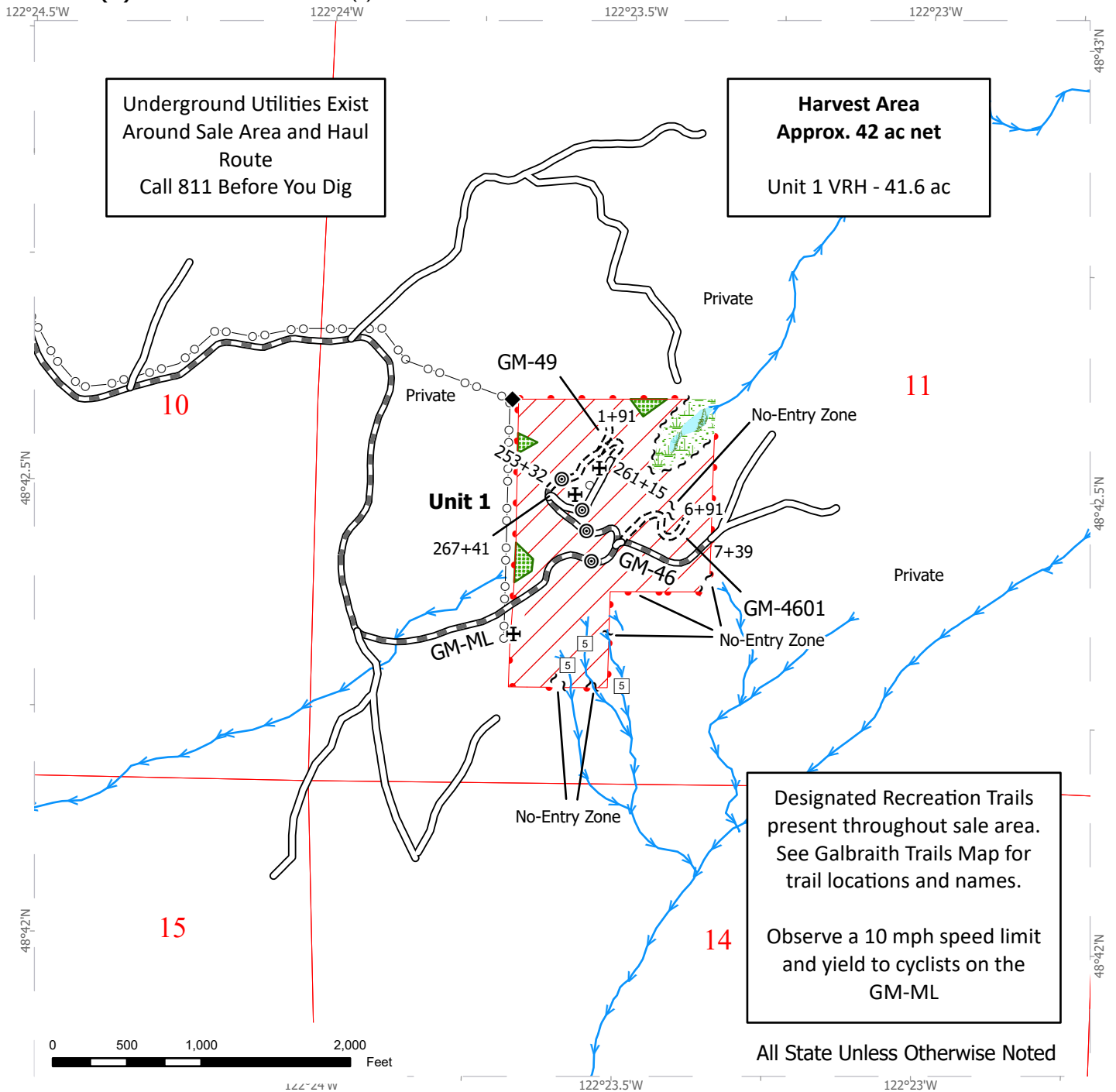
Prepared By: fhop490

Modification Date: fhop490 7/31/2024

TIMBER SALE MAP

SALE NAME: JUNIA
AGREEMENT #: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760



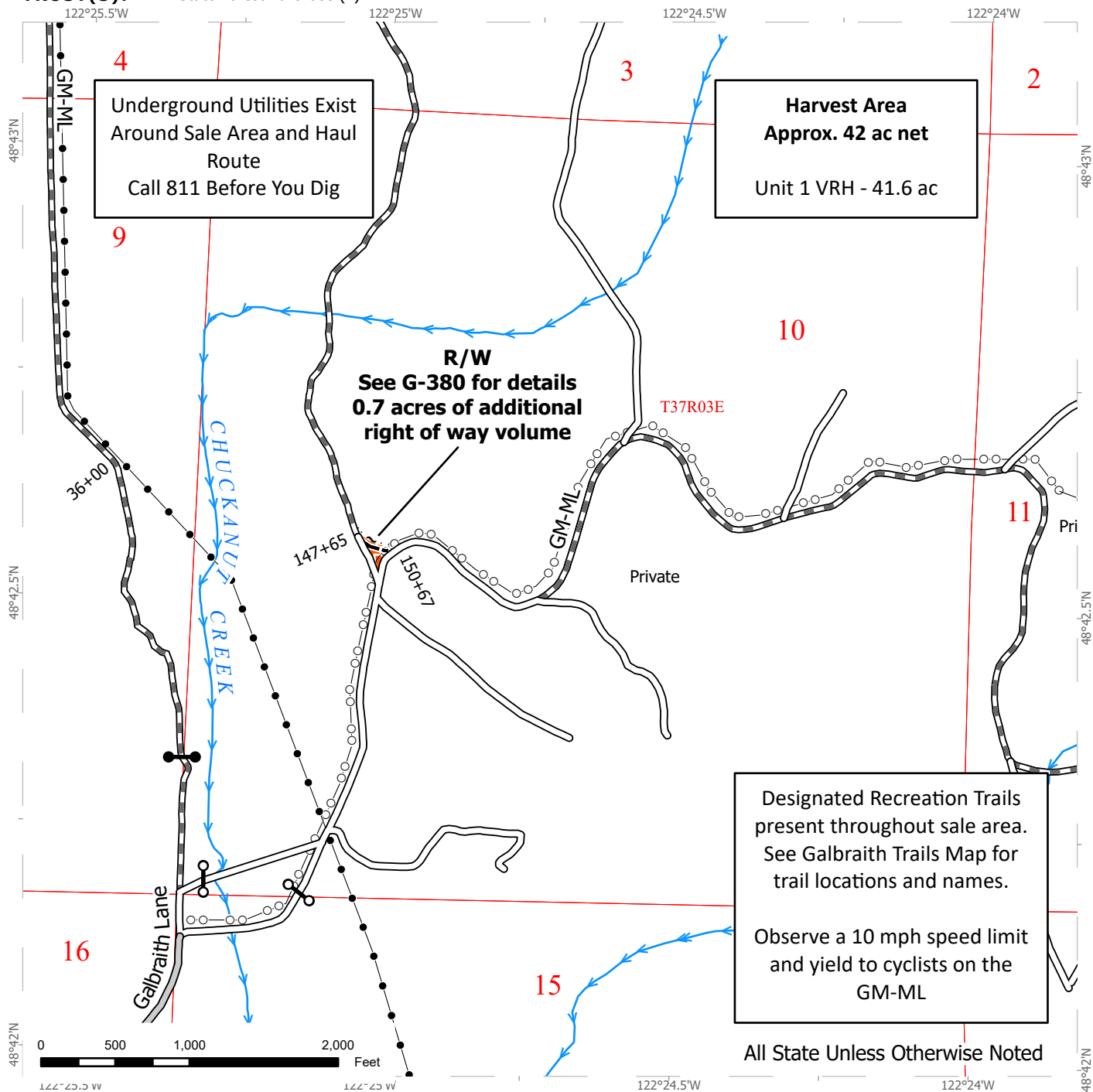
Variable Retention Harvest	Existing Roads	Streams
Leave Tree Area	Required Construction	Stream Type
Forested Wetland	Required Pre-Haul Maintenance	Stream Break
Wetland Mgt Zone	Power Lines	Communication Tower
Sale Boundary Tags		Equipment Limitation Zone
Property Line		Survey Monument



TIMBER SALE MAP

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ELEVATION RGE: 1400-1760



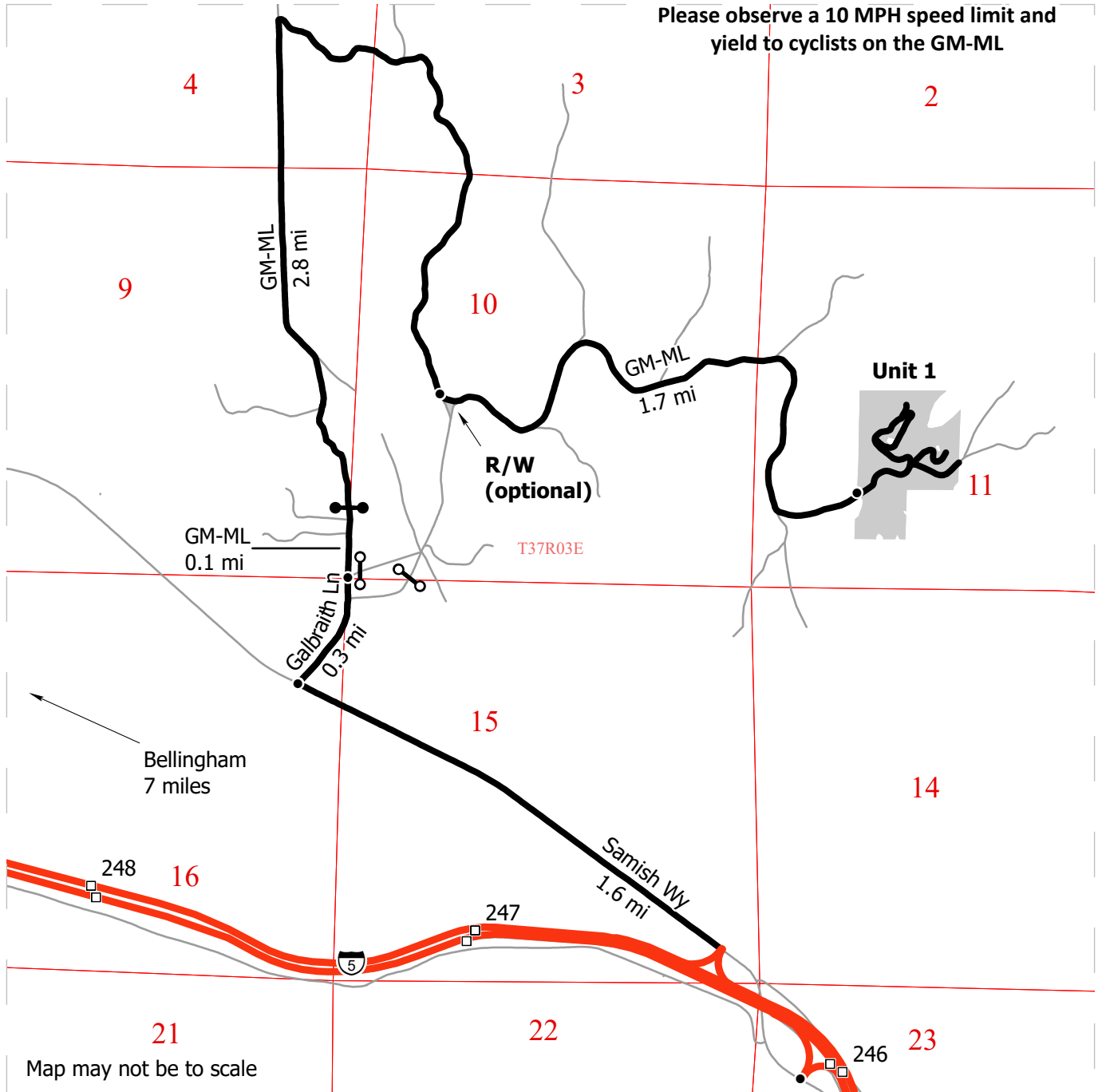
Right-of-Way Harvest	County Road	Streams
Right of Way Tags	Existing Roads	Stream Type
Optional Construction	Required Pre-Haul Maintenance	Stream Break
Pipeline	Power Lines	Gate (F1-3)
Gate (Private)		



DRIVING MAP

SALE NAME: JUNIA
AGREEMENT #: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760



- Harvest Unit
- Highway
- Haul Route
- Other Route
- Milepost Marker
- Distance Indicator
- Gate
- Gate (Private)

DRIVING DIRECTIONS:

From Exit 246 on I5, drive west on Samish Way for 1.6 miles. Turn right onto Galbraith Lane and drive 0.3 miles to start on the GM-ML. Drive for 0.1 miles to reach the gate (combination lock is secured on gate - contact NW Region for code: (360) 856-3500). Continue on the GM-ML for 2.8 miles to reach the R/W unit. Turn left to continue on the GM-ML and drive 1.7 miles to enter Unit 1. See road plan for driving directions to Macadamia rock pit.

Access via the Non-Easement Route is not held by the DNR.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0106667

SALE NAME: JUNIA

**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 January 29, 2025 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber bounded by white timber sale boundary tags and property lines, except cedar salvage (cedar snags, preexisting dead and down cedar trees and cedar logs), trees marked with blue paint on the bole and root collar, and forest products tagged out by yellow leave tree area tags in Unit #1.

All timber bounded by orange right-of-way tags, except that title to the timber within the right-of-way associated with areas of road construction (located outside of units) is not conveyed to the Purchaser unless the road segment is actually constructed.

All forest products described above located on approximately 42 acres on part(s) of Section 11 in Township 37 North, Range 3 East W.M. in Whatcom County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State

that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
C	Galbraith Trails Map
D	Lake Whatcom WAU Area Operations

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

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

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

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

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

G-063 Incidental Take Permit Notification Requirements

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

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

Contract Item	Appraised Price	Overbid Factor	Price	Fees	Contract Payment Rate
Douglas fir	\$329.64	0	\$0.00	\$9.00	\$9.00
Hemlock	\$247.75	0	\$0.00	\$9.00	\$9.00
Red alder	\$229.59	0	\$0.00	\$9.00	\$9.00
Redcedar	\$511.04	0	\$0.00	\$9.00	\$9.00
Other	\$327.92	0	\$0.00	\$9.00	\$9.00

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Purchaser

waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

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

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

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

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

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

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

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser

shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

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

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; BL-ML, BL-12, GM-ML, GM-46, GM-4601 and GM-49. 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 GM-ML, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easements with:

Galbraith Tree Farms, LLC; #55-096782; dated June 7, 2020.

If the Purchaser chooses to complete the optional construction of the GM-ML Road, from stations 147+65 to 150+67, the Purchaser shall furnish the State with a check made payable to Galbraith Tree Farms, LLC, in the amount of \$3,286.00, for right of way timber under easement #55-096782, within 30 days prior to construction.

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: Communication Site

In Favor of: United States of America Department of Justice

Disclosed by Application No.: 50-004476

Granted: 6/27/1957

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Overhead Power

In Favor of: Puget Sound Power & Light Company

Disclosed by Application No.: 50-004722

Granted: 10/10/1957

Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Power
In Favor of: Puget Sound Power & Light Company
Disclosed by Application No.: 50-027338
Granted: 12/1/1961
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Overhead Power
In Favor of: Puget Sound Power & Light Company
Disclosed by Application No.: 50-030666
Granted: 11/1/1965
Expires: Indefinite

Easement, including the terms and provisions thereof,
For: Road
In Favor of: Trillium Corporation
Disclosed by Application No.: 50-053177
Granted: 6/24/1993
Expires: Indefinite

Lease, including the terms and provisions thereof,
For: Communication Site / Road
In Favor of: Washington State Patrol
Disclosed by Application No.: 52-003842
Granted: 11/25/1955
Expires: Indefinite

Lease, including the terms and provisions thereof,
For: Communication Site / Road
In Favor of: Washington State Patrol
Disclosed by Application No.: 52-003842
Granted: 11/25/1955
Expires: Indefinite

Lease, including the terms and provisions thereof,
For: Communication Site
In Favor of: Qwest Corporation dba CenturyLink QC
Disclosed by Application No.: 52-082679
Granted: 1/1/2009
Expires: 12/31/2025

Lease, including the terms and provisions thereof,
For: Communication Site
In Favor of: Washington State Patrol
Disclosed by Application No.: 52-100396

Granted: 5/31/2023
Expires: 5/30/2033

Lease, including the terms and provisions thereof,
For: Communication Site
In Favor of: StarTouch, Inc.
Disclosed by Application No.: 52-A80563
Granted: 10/1/2016
Expires: 9/30/2026

Lease, including the terms and provisions thereof,
For: Communication Site
In Favor of: BNSF Railway Company
Disclosed by Application No.: 52-B69428
Granted: 7/1/2014
Expires: 6/30/2025

Assessment, including the terms and provisions thereof,
For: Flood
In Favor of: Whatcom County Flood Control District
Disclosed by Application No.: 79-000275
Granted: 4/14/1992
Expires: Indefinite

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$38,714.00. The total contract price consists of a \$0.00 contract bid price plus \$38,714.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING: the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest

products have been lost or damaged by fire or any other cause. The only situations Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$99,400.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from October 1 to May 31 BY GROUND-BASED EQUIPMENT (except the area encompassed by the Lake Whatcom WAU, see Schedule D for restrictions) unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-015 Skid Trail Requirements

A skid trail is defined as an area that is used for more than three passes by any equipment.

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 15 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.

- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Purchaser shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator.

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

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

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

H-090 Designated Trees Felled

All cottonwood shall be felled concurrently with the falling operation and must be yarded to a landing.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable; shovel, tracked based equipment on sustained slopes 40% or less; self-leveling equipment on sustained slopes 55% or less; tethered equipment on sustained slopes

70% or less; also, a feller-buncher may be utilized on sustained slopes 40% or less for falling. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

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

H-127 Tailholds on Private Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted on any road (except roads in the Lake Whatcom WAU, see Schedule D for restrictions) from October 1 to May 31 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. The following types of equipment are considered ground-based equipment:

SHOVEL is defined as a low ground pressure track-mounted machine with hydraulic boom and grapple capable of picking up one end of the largest log 25 feet from the center of the machine.

LOG PROCESSOR/DE-LIMBER is defined as a mobile machine with a hydraulic boom capable of simultaneously bucking, delimiting and/or debarking and chipping whole trees while sitting stationary at the landing.

FELLER-BUNCHER/HARVESTER is defined as a track mounted machine with hydraulic boom and cutter head capable of felling, bucking, limbing, and decking logs in one operation.

FORWARDER is defined as a track or rubber tire machine used for transporting logs to a landing by use of a bunk with self loading boom in which logs are carried free of the ground.

RUBBER-TIRED SKIDDER is defined as a skidder mounted on rubber tires used to drag logs to a landing. Logs are generally pulled in groups of six or less, with one end on the ground.

TRACKED SKIDDER is defined as any tracked tractor or skidder, fixed or articulated, used to drag logs to landings. Logs are generally pulled in groups of six or less, with one end on the ground.

B. Equipment shall remain at least 30 feet from all water courses or areas of wet/soft soils, except as necessary to cross at approved locations. Water course crossing structures must be approved by the Contract Administrator.

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

D. An on-site pre-work meeting that includes the Contract Administrator and Purchaser will be required after operations have been disrupted (leading to a cessation of operations) or operations moved off site for a period of more than two weeks before any activities resume on site.

E. Purchaser shall submit a harvest plan including measures to address the following items and have it approved by the Contract Administrator in writing prior to harvest operations:

1. Safety Plan: Recreation user safety on haul route and in harvest area including sign posting
2. Recreation trail damage prevention and cleanout
3. Lake Whatcom watershed restrictions
4. Tower restrictions, both height and location
5. Minimizing disturbance of non-merchantable stems (including H-140 I. below)
6. Protection and access for communication sites during harvest operations
7. Locating and protecting utilities

F. Where possible, fall and yard away from recreation trails. Ground-based equipment must cross recreation trails perpendicular to the direction of the trail in the crossing location and lay down a slash mat over the trail at the crossing location prior to crossing. Slash mats must be removed from trail crossings following operations.

G. Purchaser shall minimize disturbance of non-merchantable (less than 8 inches DBH) western hemlock and western redcedar in the VRH unit.

H. Marked reserve trees with a single blue band may be traded for trees of the same size and species with prior approval from the Contract Administrator. Marked reserve

trees in “Leave Tree Area” tags may be traded in the same manner with written approval from the Contract Administrator.

I. Road work and timber harvest operations will not be permitted from October 1 to March 31 without an adequate out of season plan approved by the Contract Administrator. Should permission be granted to operate during these restricted time periods, the permission shall be revocable at any time (see G-220).

J. No operations may occur on weekends or Federal holidays.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

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

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

C. Timber harvest and road work are in close proximity to utilities. Known utilities are listed, but it is the Purchaser’s responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including “call before you dig”, and liabilities associated with the utilities and their rights-of-way.

BL-ML 0+00 to 13+16 Puget Sound Energy: Buried

BL-ML 12+91 to 13+41 Transmountain Petroleum Pipeline: Buried

GM-ML 36+00 to 76+36 Transmountain Petroleum Pipeline: Buried

GM-ML 150+67 to 267+41 Puget Sound Energy: Overhead and Buried

D. All DNR employees, contractors, timber sale purchasers, and permittees must follow the operational requirements outlined in Exhibit E from Galbraith Tree Farm LLC, dated June 7, 2020 – 55-096782 while using the easement roads.

E. A 50-foot height restriction will be enforced for all equipment in the Equipment Limitation Zones (ELZ) on the GM-ML marked with Special Management Zone tags at the base of trees facing the ELZ. These ELZs are in line with 311.75 and 168.53 degree azimuths from true north extending from the Washington State Patrol communication tower located at 48° 42 29.60N 122° 23 34.50W. The height restriction is intended to avoid interference with microwave transmission.

F. Signage, provided by the State, must be posted on the GM-ML at the Galbraith Lane gate and the entrance to Unit 1 during harvest and hauling operations to alert recreational users of activity and closures.

G. Signage, provided by the State, must be posted on all the following trails prior to the trail entering the harvest area, notifying trail closure during harvest operations: Das Auto Bahn, Das Auto Bahn Cutoff, Evolution, Evolution Alternate Route, Huff and Puff, Mohawk Connector, Scorpion, Scorpion Lower, Scorpion Upper, Swirlz, Tower Trail, Whoopsie Woodle, Wonderland, Wraparound. See Galbraith Trails Map for trail names and locations.

H. Access for light trucks to the communication tower sites must be maintained at all times during harvest and road work operations.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 3/20/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the GM-ML, GM-46, GM-4601 and GM-49 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on the BL-ML and BL-12 roads. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

C-130 Dust Abatement

Purchaser shall abate dust on the on the BL-ML while hauling rock.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility

of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

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

S-131 Refuse Disposal

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

S-150 Recreation Trail Cleanout

At the completion of logging operations within the Unit (locations of the Das Auto Bahn, Das Auto Bahn Cutoff, Evolution, Evolution Alternate Route, Huff and Puff, Mohawk Connector, Scorpion, Scorpion Lower, Scorpion Upper, Swirlz, Tower Trail, Whoopsie Woodle, Wonderland, Wraparound, all shown on the “Galbraith Trails Map”- Schedule C), 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 \$1,000.00 per tree for all damaged reserve trees that are not replaced in the sale area.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Jay Guthrie
Northwest Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

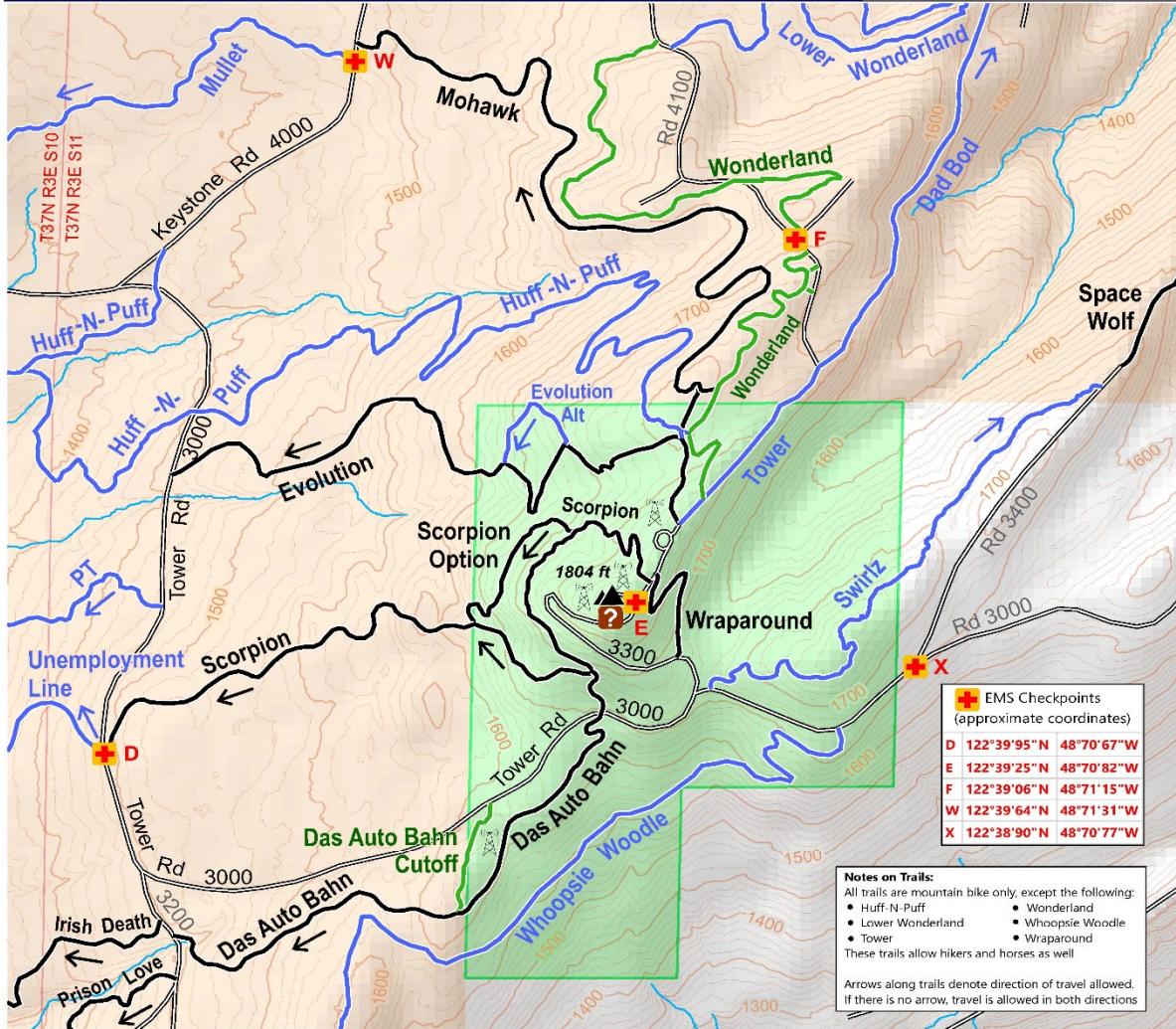
Notary Public in and for the State of

My appointment expires _____

Schedule C Galbraith Trails Map

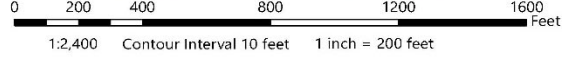
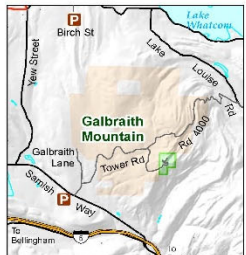
Galbraith Mountain DNR Trails

Galbraith Mountain



+ EMS Checkpoints (approximate coordinates)	
D	122°39'95"N 48°70'67"W
E	122°39'25"N 48°70'82"W
F	122°39'06"N 48°71'15"W
W	122°39'64"W 48°71'31"W
X	122°38'90"N 48°70'77"W

Notes on Trails:
 All trails are mountain bike only, except the following:
 • Huff-N-Puff • Wonderland
 • Lower Wonderland • Whooopsle Woodlie
 • Tower • Wraparound
 These trails allow hikers and horses as well.
 Arrows along trails denote direction of travel allowed.
 If there is no arrow, travel is allowed in both directions.



- DNR-Managed Land
 - Galbraith Tree Farm LLC
 - EMS Checkpoint
 - Information Kiosk
 - Communication Tower
 - Forest Road
 - Easy Trail
 - Difficult Trail
 - Very Difficult Trail
- Note on Trails:**
No Motorized Use Allowed



dnr.wa.gov/mobilemaps

Produced by DNR's Recreation Section, Northwest Region, and Communications & Outreach, December, 2022. Additional data provided by Chris Behre.

Note to map users: Extreme care was used during compilation of this map to ensure accuracy. However, due to changes in ownership and the need to rely on outside sources of information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, there are no warranties which accompany this material.

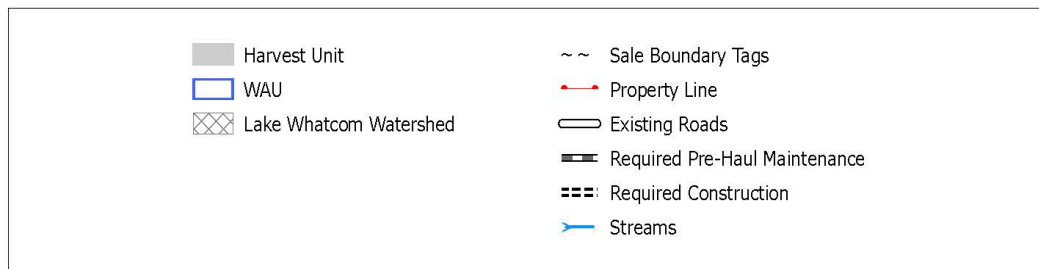
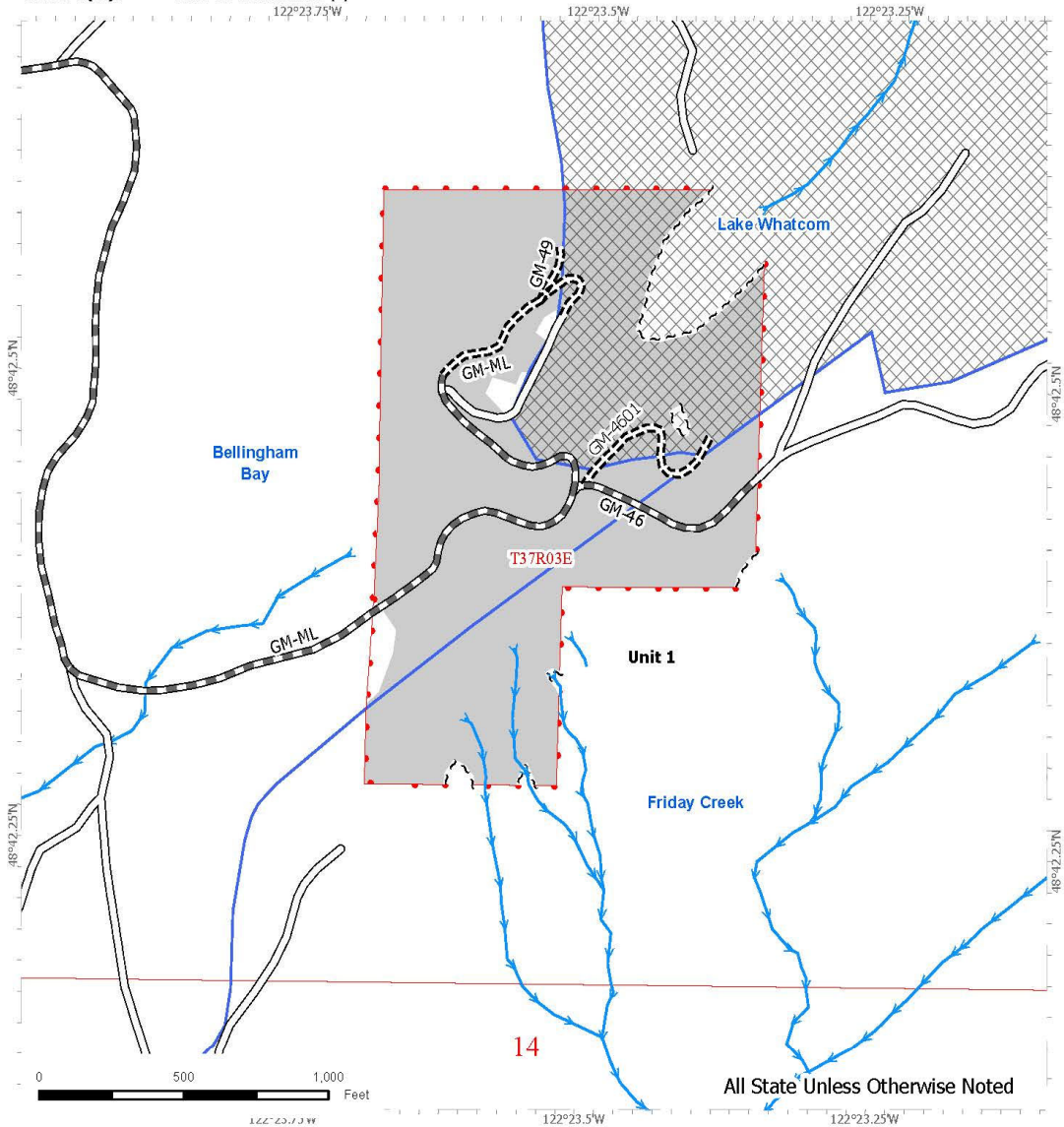
Schedule D
Lake Whatcom WAU Area Operations

Within the Lake Whatcom Watershed, all activities/operations, including but not limited to road construction and road work, hauling of rock and timber, falling and yarding will not be permitted from November 1 to March 31. This will not be waived. See Lake Whatcom WAU Map for watershed boundaries. Georeferenced map available upon request.

SCHEDULE D: LAKE WHATCOM WAU MAP

SALE NAME: JUNIA
AGREEMENT#: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760



Prepared By: fhop490

Modification Date: fhop490 7/31/2024



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: Junia	Region: Northwest
Agreement #: 30-106667	District: Hamilton
Contact Forester: Finnegan Hopper Phone / Location: (360) 325-2167	County(s): Whatcom, Choose a county
Alternate Contact: Tyson Whiteid Phone / Location: (360) 280-0968	Other information: Click here to enter text.

Type of Sale: Lump Sum	
See Logging Plan Map for harvest systems	

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec 11/T37/R03E	02	45.5		1.0	2.9		41.6	GPS (Avenza)
TOTAL ACRES			45.5		1.0	2.9		41.6	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Harvest all timber bounded by "Timber Sale Boundary" tags or property line; except for forest products bounded by "Leave Tree Area" tags with pink and yellow ribbon, and trees marked with blue paint on the bole and root collar.	N/A	Clumped Leave Trees: 233 Scattered Leave Trees: 155 Total Leave Trees: 388

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required

	(MBF)		
1	DF, WRC 1,489 MBF	Accessible via the existing GM-ML. Please observe the 10 MPH speed limit and yield to cyclists while driving this road system.	See Attached Driving Map
TOTAL MBF	1,489 MBF		

REMARKS:

** Property line marked with pink ribbon and the last take tree on State land is marked with a pink painted X facing the unit**

Harvest unit traverse points are marked with aluminum tags with red and blue ribbon. New road construction is marked with orange ribbon at centerline.

Timber in unit 1 is approximately 70-80 years of age and consists of a mixed conifer stand dominated by Douglas-fir with some areas containing co-dominant western redcedar. Minor amounts of western hemlock and mixed hardwood species are present in the stand. Areas of high Douglas-fir mortality exist along the southern and eastern edges of the unit. Previous harvests to clear communication tower transmission corridors have created areas of low or no volume within the stand.

Leave Tree Area < ¼ acre symbols on the Traverse Map denote small clumps of individual leave trees and were therefore not deducted from the gross acres.

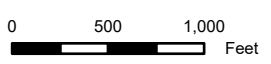
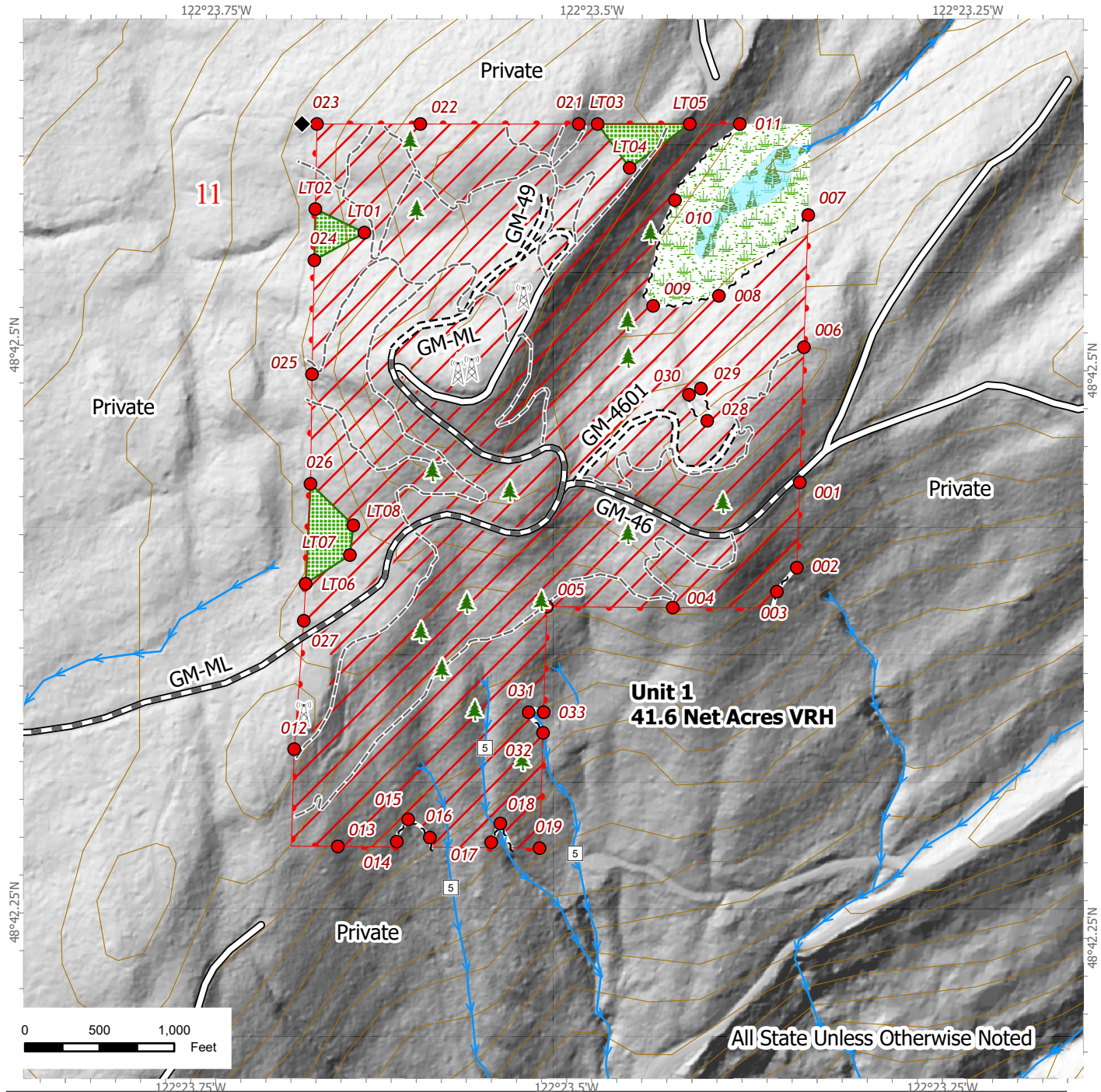
Existing right of way and lease site acres were estimated using ortho and survey data in GIS.

Prepared By: Finnegan Hopper Date: 6/6/2024	Title: Forester	CC:
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TRAVERSE MAP

SALE NAME: JUNIA
AGREEMENT #: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760



All State Unless Otherwise Noted

- | | | |
|--------------------|-------------------------------|---------------------------|
| Harvest Unit | Designated Rec Trails | Communication Tower |
| Leave Tree Area | Existing Roads | Leave Tree Area <1/4-acre |
| Forested Wetland | Required Pre-Haul Maintenance | Survey Monument |
| Wetland Mgt Zone | Required Construction | Traverse Point |
| Sale Boundary Tags | Streams | Contours 40 ft |
| Property Line | Stream Type | |

PRE-CRUISE NARRATIVE

Sale Name: Junia	Region: Northwest
Agreement #: 30-106667	District: Hamilton
Contact Forester: Finnegan Hopper Phone / Location: (360) 325-2167	County(s): Whatcom, Choose a county
Alternate Contact: Tyson Whiteid Phone / Location: (360) 280-0968	Other information: Click here to enter text.

Type of Sale: Lump Sum	
See Logging Plan Map for harvest systems	

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
R/W	Sec 10/T37/R03E		0.7					0.7	GPS (Avenza)
TOTAL ACRES			0.7					0.7	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
R/W	Harvest all timber bounded by orange "right-of-way" tags and existing GM-ML road.	N/A	N/A

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
R/W	DF XX MBF	Accessible via the existing GM-ML. Please observe the 10 MPH speed limit and	See attached Driving Map

		yield to cyclists while driving this road system.	
TOTAL MBF	XX MBF		

REMARKS:

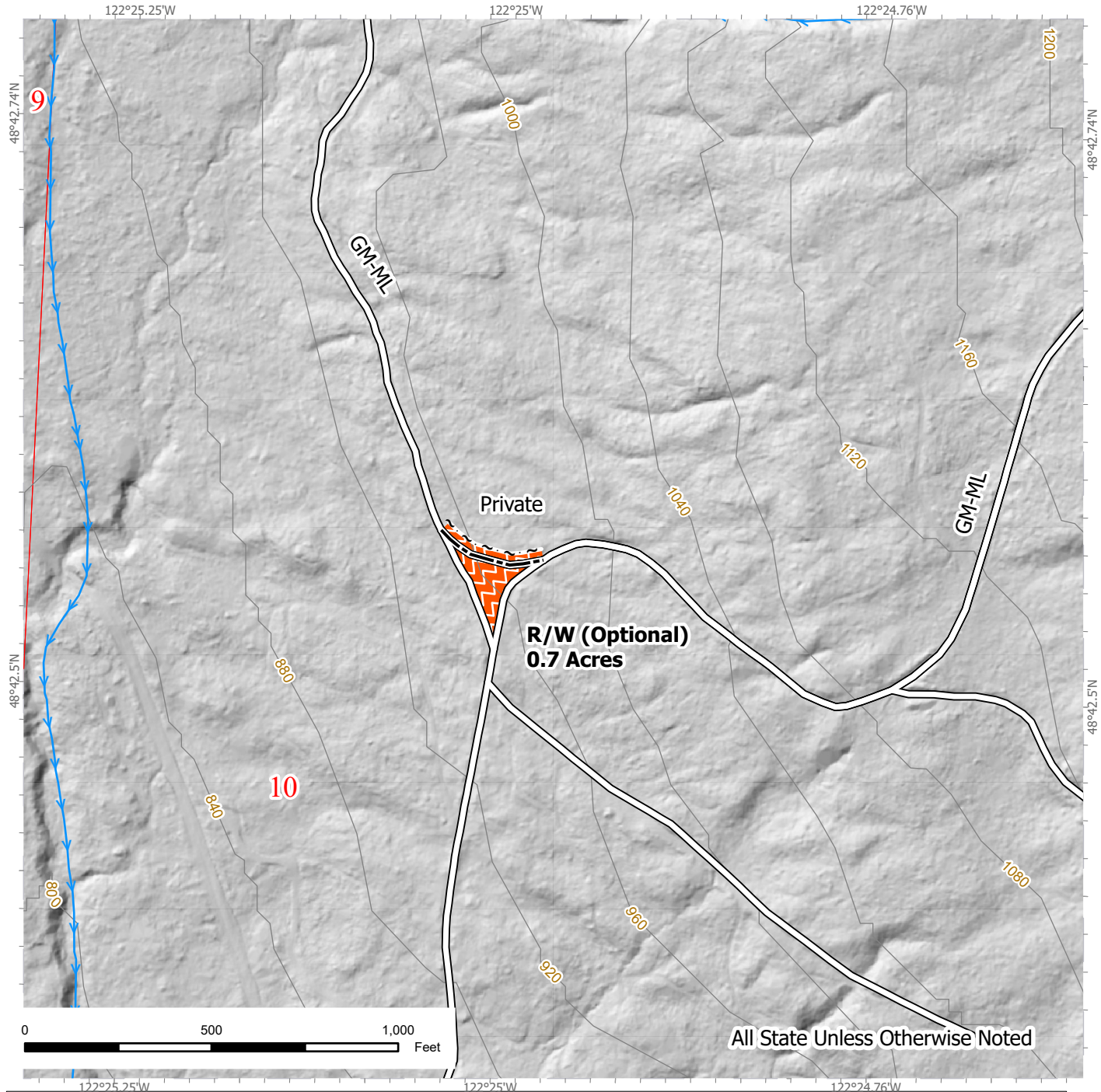
R/W harvest is contingent on choosing to implement optional road construction on the GM-ML.
Existing right of way and lease site acres were estimated using ortho and survey data in GIS.

Prepared By: Finnegan Hopper Date: 6/6/2024	Title: Forester	CC:
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TRAVERSE MAP

SALE NAME: JUNIA
AGREEMENT #: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760



Right-of-Way Harvest	Existing Roads
Right of Way Tags	Optional Construction
	Streams

N

Timber Sale Cruise Report Junia

Sale Name: JUNIA

Sale Type: LUMP SUM

Region: NORTHWEST

District: BAKER

Lead Cruiser: Bailey Vos

Other Cruisers: Matt Llobet

Cruise Narrative:

Location:

Junia is comprised of 1 harvest unit. Located in the SW corner of section 11 of township 37R03E

Elevation ranges from 1360'- 1640'

The sale is accessed via the GM-ML from Galbraith Ln.

Cruise Design:

Unit 1 was cruised using a 54.44 BAF and 40.0 BAF with a cruise all sample ratio implemented at a plot per acre.

The smallest merchantable trees had a DBH of at least 8 inches. If a plot landed in a "Leave Tree Area" the plot was dropped. Log lengths were cruised to maximize the amount of preferred lengths.

Timber Quality:

The stand characteristics throughout Unit 1 showed a variable timber type and stocking. Some areas were densely stocked with a cohort of western redcedar and second growth Douglas fir. Other portions of the unit are more accurately described as "plantation" style Douglas fir, consistent stocking and smaller diameters. Additionally, there were areas of standing dead, little to no stocking and scattered hardwoods.

Common defect seen throughout the unit is spike knot, sinuosity, standing dead, broken tops and root rot.

The unit Cruised out to 35,784 BF per acre.

47mbf of HQ grade was cruised within the unit. The possibility for pole production may be present, although no poles were captured in our sample.

Logging and Stand Conditions:

Logging will take place around recreation trails, and cell tower infrastructure. The ground has ridges, benches, mellow and steep slopes. Portions will be easily ground based and other areas will require cabled operations.

General Remarks:

The unit is within a heavy use recreation area. Drive with caution when accessing the unit. The ML speed limit is 10MPH.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	17.9	7		1,358	851	412	92	4
RC	11.0			67		29	37	
WH	17.6			33	16	14	3	
RA	11.8			31		10	20	1
ALL	16.4	7		1,489	867	464	152	5

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	9,802	5,686	3,317	776	24
RC	557		233	325	
WH	336	157	141	38	
RA	238		70	158	10
ALL	10,934	5,843	3,761	1,296	34

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 (%)
246.3	8.3	145.3	2.7	35,784	8.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
JUNIA	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	41.6	42.6	41	41	0
All		41.6	42.6	41	41	0

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	15.1	39	19,491	19,324	0.9	5,382.1	803.9
DF	LIVE	2 SAW	HQ-A	15.0	40	319	319	0.0	92.8	13.3
DF	LIVE	2 SAW	HQ-B	17.0	40	822	822	0.0	211.5	34.2
DF	LIVE	3 SAW	Domestic	8.9	37	9,963	9,892	0.7	3,316.6	411.5

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	4 SAW	Domestic	6.4	25	2,204	2,202	0.1	776.0	91.6
DF	LIVE	CULL	Cull	12.6	21	124	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	10.4	20	88	88	0.0	23.6	3.7
RA	LIVE	3 SAW	Domestic	10.3	26	246	235	4.5	70.2	9.8
RA	LIVE	4 SAW	Domestic	7.0	30	491	480	2.3	157.8	20.0
RA	LIVE	UTILITY	Pulp	6.9	24	24	24	0.0	10.0	1.0
RC	LIVE	3 SAW	Domestic	10.2	38	699	699	0.0	232.9	29.1
RC	LIVE	4 SAW	Domestic	5.5	25	901	901	0.0	324.5	37.5
WH	LIVE	2 SAW	Domestic	12.5	40	393	387	1.5	156.9	16.1
WH	LIVE	3 SAW	Domestic	8.5	36	335	335	0.0	141.3	13.9
WH	LIVE	4 SAW	Domestic	7.1	24	77	77	0.0	37.8	3.2

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.4	30	3,964	0.1	1,435.3	164.9
DF	5 - 7	LIVE	Cull	7.4	16	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.8	34	8,084	0.9	2,641.7	336.3
DF	8 - 11	LIVE	Pulp	10.4	20	88	0.0	23.6	3.7
DF	8 - 11	LIVE	Cull	10.6	40	0	100.0	0.0	0.0
DF	12 - 15	LIVE	HQ-A	12.9	40	122	0.0	46.4	5.1
DF	12 - 15	LIVE	Domestic	13.8	39	10,073	1.0	2,968.2	419.0
DF	12 - 15	LIVE	HQ-B	14.5	40	243	0.0	69.3	10.1
DF	16 - 19	LIVE	Domestic	17.6	39	7,812	0.7	2,063.4	325.0
DF	16 - 19	LIVE	HQ-B	18.6	40	369	0.0	94.2	15.3
DF	16 - 19	LIVE	HQ-A	19.1	40	197	0.0	46.4	8.2
DF	20+	LIVE	HQ-B	20.4	40	210	0.0	48.0	8.7
DF	20+	LIVE	Domestic	21.9	39	1,485	0.9	366.0	61.8
DF	20+	LIVE	Cull	25.0	6	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.8	31	246	2.0	68.5	10.2
RA	5 - 7	LIVE	Pulp	6.9	24	24	0.0	10.0	1.0
RA	8+	LIVE	Domestic	9.3	27	469	3.6	159.6	19.5
RC	5 - 7	LIVE	Domestic	5.6	26	981	0.0	362.4	40.8
RC	8 - 11	LIVE	Domestic	10.1	39	270	0.0	96.9	11.2
RC	12 - 15	LIVE	Domestic	13.4	38	136	0.0	41.7	5.7
RC	16 - 19	LIVE	Domestic	16.6	36	213	0.0	56.4	8.9
WH	5 - 7	LIVE	Domestic	6.8	27	160	0.0	81.5	6.7
WH	8 - 11	LIVE	Domestic	10.4	40	251	0.0	97.6	10.5

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	12 - 15	LIVE	Domestic	12.5	40	387	1.5	156.9	16.1

Cruise Unit Report JUNIA

Unit Sale Notice Volume (MBF): JUNIA

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	17.9			1,358	851	412	92	4
RC	11.0			67		29	37	
WH	17.6			33	16	14	3	
RA	11.8			31		10	20	1
ALL	16.4			1,489	867	464	152	5

Unit Cruise Design: JUNIA

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	41.6	42.6	41	41	0

Unit Cruise Summary: JUNIA

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	157	157	3.8	0
RC	23	23	0.6	0
WH	6	6	0.1	0
RA	8	8	0.2	0
ALL	194	194	4.7	0

Unit Cruise Statistics: JUNIA

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	208.1	55.0	8.6	156.9	29.6	2.4	32,647	62.5	8.9
RC	22.4	267.5	41.8	71.3	50.7	10.6	1,600	272.3	43.1
WH	8.0	447.1	69.8	100.3	32.0	13.1	799	448.2	71.0
RA	7.8	261.8	40.9	94.6	37.3	13.2	738	264.5	43.0
ALL	246.3	53.1	8.3	145.3	37.0	2.7	35,784	64.7	8.7

Unit Summary: JUNIA

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	157	ALL	17.9	75	97	33,010	32,647	1.1	119.1	208.1	49.2	1,358.1
RA	LIVE	CUT	8	ALL	11.8	54	75	761	738	2.9	10.3	7.8	2.3	30.7
RC	LIVE	CUT	23	ALL	11.0	34	56	1,600	1,600	0.0	34.0	22.4	6.8	66.6
WH	LIVE	CUT	6	ALL	17.6	60	74	805	799	0.7	4.7	8.0	1.9	33.2
ALL	LIVE	CUT	194	ALL	16.4	65	87	36,176	35,784	1.1	168.1	246.3	60.1	1,488.6
ALL	ALL	ALL	194	ALL	16.4	65	87	36,176	35,784	1.1	168.1	246.3	60.1	1,488.6

Timber Sale Cruise Report Galbraith RW Harvest

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.5	5.0		7	0	5	1	0
GF	14.6			0		0	0	
WH	14.0			0		0		
ALL	15.4	5.0		7	0	6	1	0

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	56	4	42	10	0
GF	3		2	0	
WH	1		1		
ALL	60	4	45	11	0

Timber Sale Overall Cruise Statistics

BA	BA SE	V-BAR	V-BAR SE	Net Vol	Vol SE
(sq ft/acre)	(%)	(bf/sq ft)	(%)	(bf/acre)	(%)
103.2	0.0	102.4	2.9	10,571	2.9

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Unit 1	ST: Strip/Percent Sample (1 tree expansion)	0.7		1	1	0
All		0.7		1	1	0

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	12.8	40	644	644	0.0	3.5	0.4
DF	LIVE	3 SAW	Domestic	9.7	35	7,825	7,712	1.4	42.0	5.2
DF	LIVE	4 SAW	Domestic	5.9	23	1,616	1,563	3.3	10.3	1.1
DF	LIVE	UTILITY	Pulp	6.6	24	44	44	0.0	0.3	0.0

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
GF	LIVE	3 SAW	Domestic	9.1	35	435	431	1.0	2.4	0.3
GF	LIVE	4 SAW	Domestic	5.8	21	72	72	0.0	0.4	0.0
WH	LIVE	3 SAW	Domestic	7.6	40	106	106	0.0	0.9	0.1

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.8	24	1,685	1.9	10.9	1.1
DF	5 - 7	LIVE	Pulp	6.6	24	44	0.0	0.3	0.0
DF	8 - 11	LIVE	Domestic	9.8	35	7,590	1.7	41.4	5.2
DF	12 - 15	LIVE	Domestic	12.8	40	644	0.0	3.5	0.4
GF	5 - 7	LIVE	Domestic	5.8	21	72	0.0	0.4	0.0
GF	8 - 11	LIVE	Domestic	9.1	35	431	1.0	2.4	0.3
WH	5 - 7	LIVE	Domestic	7.6	40	106	0.0	0.9	0.1

Cruise Unit Report Unit 1

Unit Sale Notice Volume (MBF): Unit 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.5	5.0		7	0	5	1	0
GF	14.6			0		0	0	
WH	14.0			0		0		
ALL	15.4	5.0		7	0	6	1	0

Unit Cruise Design: Unit 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	0.7		1	1	0

Unit Cruise Summary: Unit 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	50	50	50.0	1
GF	3	3	3.0	0
WH	1	1	1.0	0
ALL	54	54	54.0	1

Unit Cruise Statistics: Unit 1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	96.6	0.0	0.0	103.2	20.9	3.0	9,962	20.9	3.0
GF	5.1	0.0	0.0	98.6	21.3	12.3	503	21.3	12.3
WH	1.6	0.0	0.0	67.4	0.0	0.0	106	0.0	0.0
ALL	103.2	0.0	0.0	102.4	21.1	2.9	10,571	21.1	2.9

Unit Summary: Unit 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	50	ALL	15.5	62	77	10,128	9,962	1.6	73.7	96.5	24.5	6.8
GF	LIVE	CUT	3	ALL	14.6	58	73	507	503	0.9	4.4	5.1	1.3	0.3
WH	LIVE	CUT	1	ALL	14.0	53	64	106	106	0.0	1.5	1.6	0.4	0.1
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	54	ALL	15.4	61	77	10,741	10,571	1.6	79.6	103.2	26.3	7.2
ALL	ALL	ALL	54	ALL	15.4	61	77	10,741	10,571	1.6	79.6	103.2	26.3	7.2



Forest Practices Application/Notification Notice of Decision

FPA/N No: 2819553

Effective Date: 10/17/2024

Expiration Date: 10/17/2027

Shut Down Zone: 656

EARR Tax Credit: Eligible Non-eligible

Reference: Junia

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

Condition(s) required for approval/disapproval:

Exposed soils on cut and fill slopes will be revegetated using grass seed within the first growing season following construction of new roads (conditioned per Lake Whatcom WAU Prescription).

Notes:

After timber harvest and salvage is complete, assess the roadsides and landings for perched materials and pull them back, or burn them after acquiring an approved burning permit, as necessary to leave the site in a stable condition.

Issued By: Zachary Bastow

Region: Northwest Region

Title: Resource Protection Forester

Date: 10/17/2024

Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP By: TG

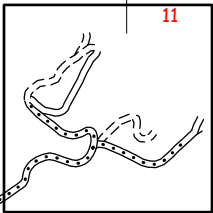
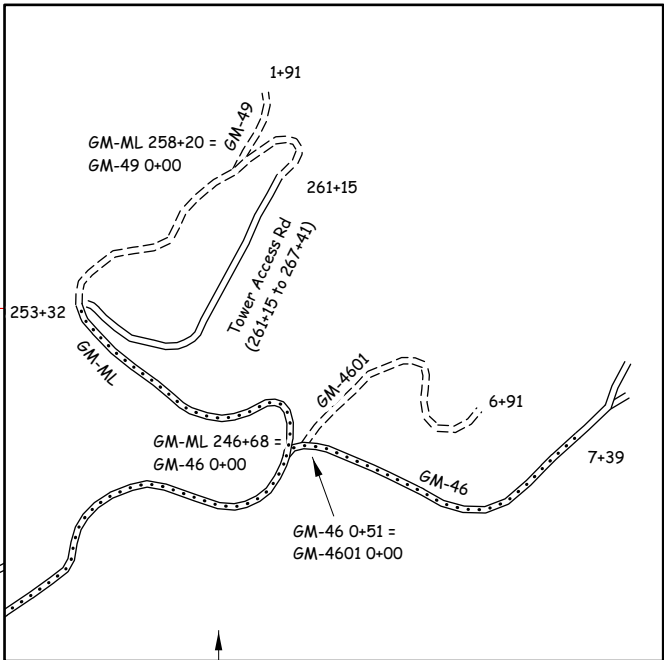
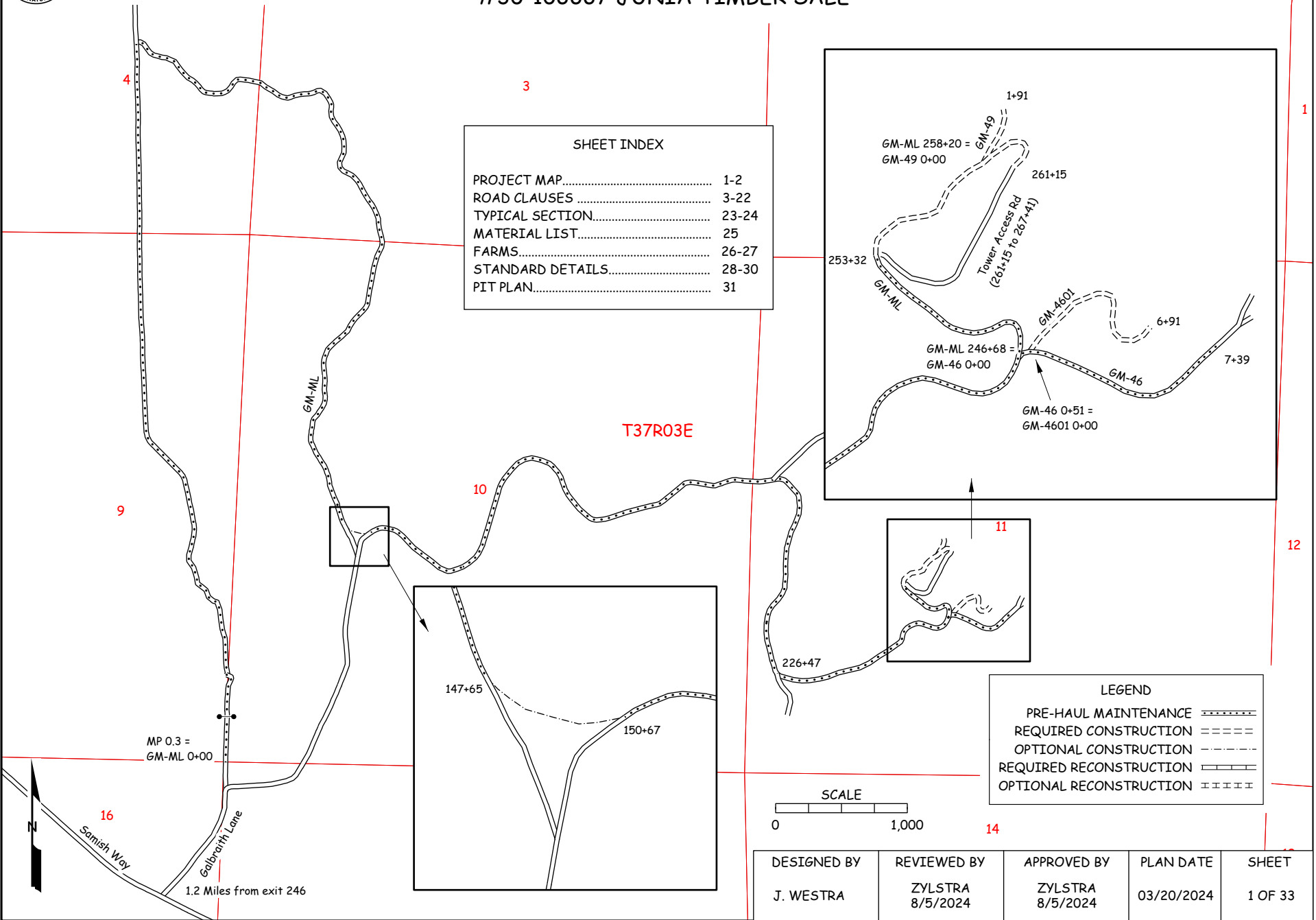
Date: 10/17/2024



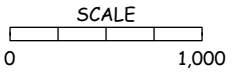
ROAD PLAN AND SPECIFICATIONS

#30-106667 JUNIA TIMBER SALE

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PROJECT MAP.....	1-2
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MATERIAL LIST.....	25
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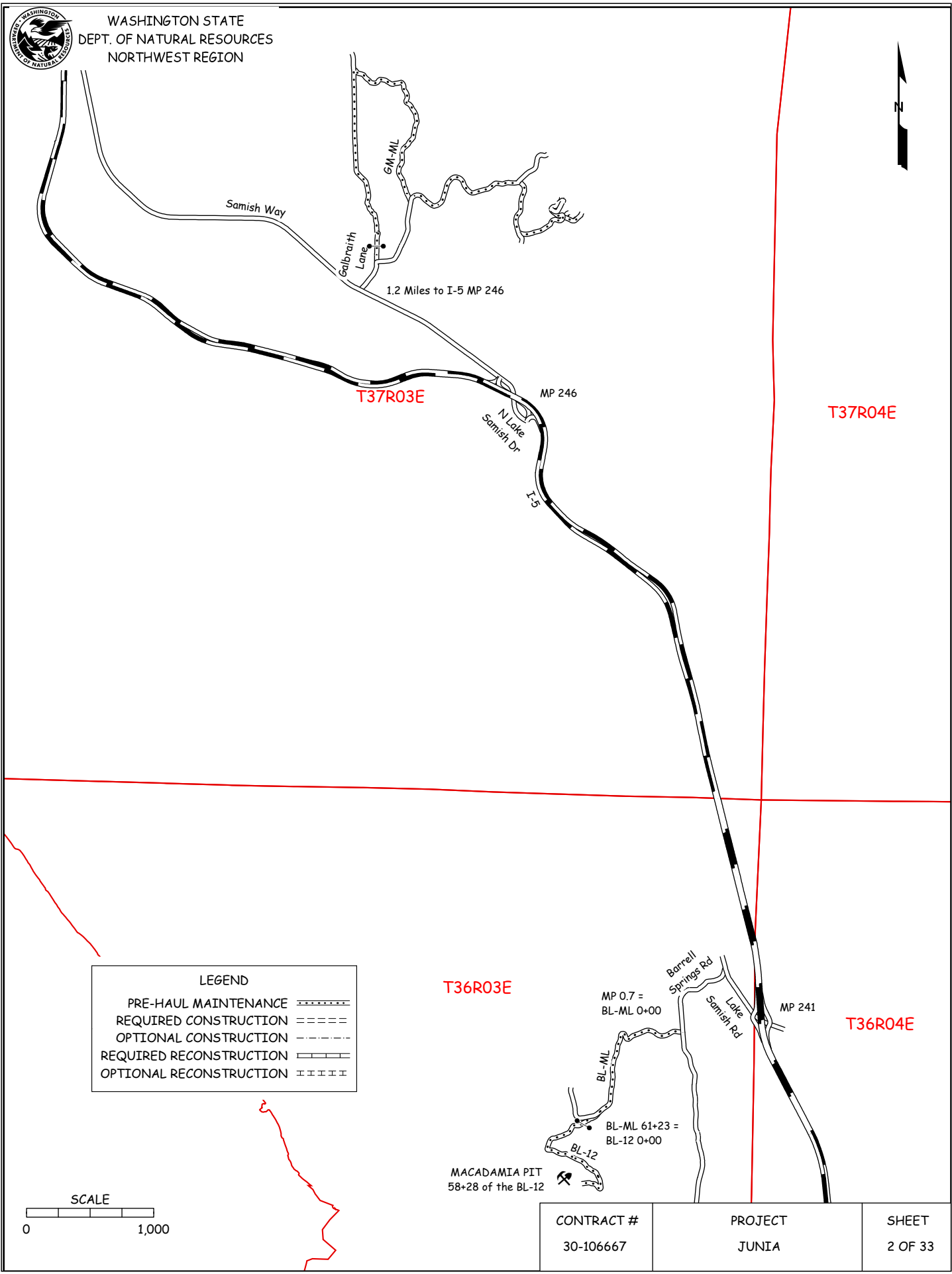
LEGEND	
PRE-HAUL MAINTENANCE	-----
REQUIRED CONSTRUCTION	=====
OPTIONAL CONSTRUCTION	-----
REQUIRED RECONSTRUCTION	=====
OPTIONAL RECONSTRUCTION	-----



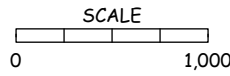
DESIGNED BY	REVIEWED BY	APPROVED BY	PLAN DATE	SHEET
J. WESTRA	ZYLSTRA 8/5/2024	ZYLSTRA 8/5/2024	03/20/2024	1 OF 33



WASHINGTON STATE
DEPT. OF NATURAL RESOURCES
NORTHWEST REGION



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



CONTRACT # 30-106667	PROJECT JUNIA	SHEET 2 OF 33
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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

JUNIA TIMBER SALE ROAD PLAN
WHATCOM COUNTY
BAKER DISTRICT
NORTHWEST REGION

AGREEMENT NO.: 30-106667

STAFF ENGINEER: J. WESTRA

DATE: MARCH 20, 2024

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
BL-ML	0+00 to 61+23	PREHAUL MAINTENANCE
BL-12	0+00 to 58+28	PREHAUL MAINTENANCE
GM-ML	150+67 to 253+32	PREHAUL MAINTENANCE
GM-ML	253+32 to 261+15	CONSTRUCTION
GM-46	0+00 to 7+39	PREHAUL MAINTENANCE
*GM-4601	*0+00 to 6+91	*CONSTRUCTION
GM-49	0+00 to 1+91	CONSTRUCTION

*Construction is on an orphaned road grade.

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>
*GM-ML	*0+00 to 147+65	*PREHAUL MAINTENANCE
GM-ML	147+65 to 150+67	CONSTRUCTION

*Prehaul maintenance is required if Purchaser uses this road segment as a haul route for rock and/or timber.

0-4 CONSTRUCTION

Construction may include, but is not limited to clearing, grubbing, excavation and embankment to subgrade, landing and turnout construction, culvert installation and application of 3-inch-minus ballast.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
BL-ML	0+00 to 61+23	Grade
BL-12	0+00 to 58+28	Brush, Grade
GM-ML	0+00 to 147+65	Grade, Spot rock, Culvert installation
GM-ML	150+67 to 226+47	Spot rock
GM-ML	226+47 to 246+68	Grade, Spot rock
GM-ML	246+68 to 253+32	Grade, Application of 4" lift of ballast rock
GM-46	0+00 to 7+39	Grade

Spot patching locations will be determined at the pre-work meeting. Spot patching is estimated to cover 50-feet of road per 10 cubic yard load and shall be placed in conjunction with grading where applicable.

0-7 POST-HAUL MAINTENANCE

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

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source. Rock source development will involve clearing, stripping, drilling and shooting and processing rock. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Orange flagging and/or stakes for road centerline

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

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

1-23 ROAD WORK PHASE APPROVAL

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

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

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure period unless authorized in writing by the State or Contract Administrator as listed in the table below.

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>	<u>Comment</u>
ALL ROADS	ALL ACTIVITIES	October 1 to May 31	Waivable by Contract Administrator
GM-ML (259+80 to 264+80) GM-4601	ALL ACTIVITIES	November 1 to March 31	Non-waivable

1-26 OPERATING DURING CLOSURE PERIOD

Per the Lake Whatcom Landscape Plan, the State may authorize permission to operate out of season if the Purchaser provides a plan to address Objective 2 from the FEIS dated January 30, 2004.

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

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

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

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

1-43 ROAD WORK AROUND UTILITIES

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

<u>Road</u>	<u>Stations</u>	<u>Utility</u>
BL-ML	0+00 to 13+16	Puget Sound Energy: Buried
BL-ML	12+91 to 13+41	Transmountain Petroleum Pipeline: Buried
GM-ML	36+00 to 76+36	Transmountain Petroleum Pipeline: Buried
GM-ML	150+67 to 253+32	Puget Sound Energy: Overhead and Buried
GM-ML	Tower Access Rd (261+15 to 267+41)	Puget Sound Energy: Overhead and Buried

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 roads in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

As required for Prehaul Maintenance, Purchaser shall use a grader to shape the existing surface before timber haul.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

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

<u>Road</u>	<u>Stations</u>
BL-12	0+00 to 58+28

3-5 CLEARING

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

3-8 PROHIBITED DECKING AREAS

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

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

3-10 GRUBBING

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

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

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

SECTION 4 – EXCAVATION

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

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

4-4 SWITCHBACK STANDARDS

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

Purchaser shall follow these standards for switchbacks:

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

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (on side slopes 56-70%)	¾:1	150
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

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

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

SECTION 5 – DRAINAGE

5-5 CULVERTS

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

5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the MATERIALS LIST that are not installed will become the property of the state. Purchaser shall stockpile materials as directed by the Contract Administrator.

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the 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".

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls must weigh at least 50 pounds. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. 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.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Macadamia Pit	58+28 of the BL-12	3-Inch Minus Ballast, Riprap

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

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

<u>Source</u>	<u>Rock Type</u>
Macadamia Pit	3-Inch Minus Ballast, Riprap

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources must be in accordance with the following specifications:

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

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

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

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 5% of the total volume mined in that source.
- Oversize material is defined as rock fragments too large to be converted by the Purchaser to a size that will meet specifications used for the roads in this sale.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-23 ROCK GRADATION TYPES

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

6-34 3-INCH MINUS BALLAST ROCK

Ballast rock must be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock may contain no more than 5 percent organic debris, dirt, and trash.

6-50 LIGHT LOOSE RIP RAP

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

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

6-81 CHEMICAL TREATMENT FOR DUST ABATEMENT

If required by Contract Administrator, Purchaser shall treat the following roads with Lignin Sulfonate for dust abatement. No other chemical may be used for dust abatement. The Lignin Sulfonate may not be used for any other purposes.

<u>Road</u>	<u>Stations</u>
BL-ML	0+00 to 61+23
GM-ML/Galbraith Lane	End of Pavement to Gate: 6+50 Stations total

6-82 CHEMICAL RESTRICTION

Purchaser shall not allow chemicals used for dust abatement to enter any streams.

6-83 LIGNIN SULFONATE APPLICATION RATE

The “as supplied” liquid Lignin Sulfonate must be diluted with an adequate amount of water to obtain a 25% solids content for application. Purchaser shall apply Lignin Sulfonate to the surface at a rate not less than 0.5 gallons per square yard (approximately 77.8 gallons per station).

6-85 CHEMICAL DUST ABATEMENT EQUIPMENT

Application equipment used to spread dust abatement chemicals must be capable of uniform application. A tanker truck with a “slash pan” or “plate” is not acceptable. Field dilution must be accomplished within the application vehicle.

6-86 TIMING FOR CHEMICAL APPLICATION

Purchaser shall obtain prior written approval from the Contract Administrator for the timing of application for dust abatement chemicals. It is intended that dust abatement chemicals be applied during the summer season.

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

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

8-15 REVEGETATION

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

8-16 REVEGETATION SUPPLY

The Purchaser shall provide the seed and fertilizer.

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

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

8-19 ASSURANCE FOR SEEDED AREA

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

8-25 GRASS SEED

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

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

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

8-28 FERTILIZER: LAKE WHATCOM WATERSHED

Purchaser shall evenly spread fertilizer on all exposed soil inside the grubbing limits at a rate of 200 pounds per acre of exposed soil. Fertilizer mix is a special phosphorous free mix designed for use within the Lake Whatcom watershed. This fertilizer is available at Whatcom Farmers’ Cooperative in Lynden (360-354-2418) and must meet the following specifications:

<u>Chemical Component</u>	<u>% by Weight</u>
Nitrogen*	16
Phosphorous	0
Potassium	8
Sulphur	8
Inerts	68

* 4.67% Ammonical Nitrogen + 11.33% Urea Nitrogen

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
GM-49	0+00 to 1+91

9-22 ABANDONMENT

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

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

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

10-24 GAUGE AND CORRUGATION

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

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

SECTION 11 SPECIAL NOTES

11-1 EASEMENT REQUIREMENTS

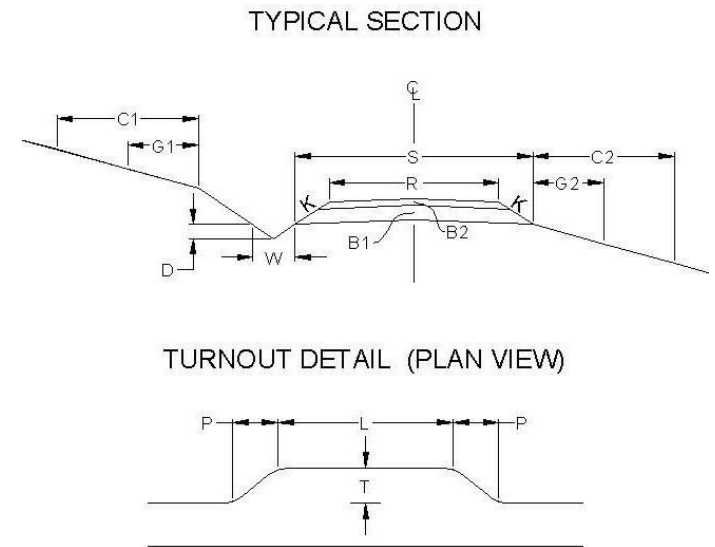
On the following road, Purchaser shall comply with easement requirements as listed in easement 55-096782:

<u>Road</u>	<u>Stations</u>
GM-ML	0+00 to 237+41

Requirements include, but are not limited to:

- Speed limit of 10 mph applied to all vehicles including dump and logging trucks
- All bicyclists and recreation users have priority and Right-of-Way
- Yield at all road/trail intersections
- When overtaking and passing a bicycle, maintain four feet or greater as a safe passing distance

ROAD #		BL-ML	BL-12	GM-ML	GM-ML
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	OPTIONAL	OPTIONAL
CONSTRUCT / RECONSTRUCT		PREHAUL	PREHAUL	PREHAUL	CONSTRUCTION
TOLERANCE CLASS (A/B/C)		C	C	C	C
STATION / MP TO		0+00	0+00	0+00	147+65
STATION / MP		61+23	58+28	147+65	150+67
ROAD WIDTH	R	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3
DITCH WIDTH	W	3	3	3	3
DITCH DEPTH	D	1	1	1	1
TURNOUT LENGTH	L	--	--	--	--
TURNOUT WIDTH	T	--	--	--	--
TURNOUT TAPER	P	--	--	--	--
GRUBBING	G1	--	--	--	5
	G2	--	--	--	5
CLEARING	C1	--	--	--	10
	C2	--	--	--	10
ROCK FILLSLOPE	K:1	--	--	--	1 ½ : 1
❖ BALLAST DEPTH	B1	--	--	--	18
CUBIC YARDS / STATION		--	--	--	114
➤ TOTAL CY BALLAST		--	--	--	345
❖ SURFACING DEPTH	B2	--	--	--	--
CUBIC YARDS / STATION		--	--	--	--
➤ TOTAL CY SURFACING		--	--	--	--
➤ TOTAL CUBIC YARDS		--	--	50 ^A	345
SUBGRADE WIDTH	S	12	12	12	16.5
BRUSHCUT (Y/N)		N	Y	N	N
BLADE, SHAPE, & DITCH (Y/N)		Y	Y	Y	N



SYMBOL NOTES

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

A: 3-Inch minus for spot patching

Rock Totals Summary

Type	Quantity (Cubic Yards)
Ballast	2,255
Rip Rap	20

ROAD #		GM-ML	GM-ML	GM-ML	GM-ML	GM-46	GM-4601	GM-49
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		PREHAUL	PREHAUL	PREHAUL	CONSTRUCTION	PREHAUL	CONSTRUCTION	CONSTRUCTION
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C
STATION / MP TO		150+67	226+47	246+68	253+32	0+00	0+00	0+00
STATION / MP		226+47	246+68	253+32	261+15	7+39	6+91	1+91
ROAD WIDTH	R	12	12	12	12	12	12	12
CROWN (INCHES @ C/L)		3	3	3	3	3	3	3
DITCH WIDTH	W	3	3	3	3	3	3	3
DITCH DEPTH	D	1	1	1	1	1	1	1
TURNOUT LENGTH	L	--	--	--	--	--	--	--
TURNOUT WIDTH	T	--	--	--	--	--	--	--
TURNOUT TAPER	P	--	--	--	--	--	--	--
GRUBBING	G1	--	--	--	5	--	5	5
	G2	--	--	--	5	--	5	5
CLEARING	C1	--	--	--	10	--	10	10
	C2	--	--	--	10	--	10	10
ROCK FILLSLOPE	K:1	--	--	--	1 ½ : 1	--	1 ½ : 1	1 ½ : 1
❖ BALLAST DEPTH	B1	--	--	--	18	--	12	18
CUBIC YARDS / STATION		--	--	--	114	--	72	114
➤ TOTAL CY BALLAST		--	--	--	895	--	500	220
❖ SURFACING DEPTH	B2	--	--	4	--	--	--	--
CUBIC YARDS / STATION		--	--	23	--	--	--	--
➤ TOTAL CY SURFACING		--	--	170	--	--	--	--
➤ TOTAL CUBIC YARDS		30 ^A	60 ^A	155	895	--	500	220
SUBGRADE WIDTH	S	12	12	12	16.5	12	16.5	16.5
BRUSHCUT (Y/N)		N	N	N	N	N	N	N
BLADE, SHAPE, & DITCH (Y/N)		N	Y	Y	N	Y	N	N

MATERIALS LIST

LOCATION		CULVERT			DWNST		RIPRAP			FILL TYPE	TOLERANCE	REMARKS		
ROAD #	STATION	DIAMETER	LENGTH	TYPE	LENGTH	TYPE	INLET	OUTLET	TYPE			Note: Galvanized metal culverts shall conform to the following specifications for gage and corrugation as a function of the diameter:		
												Diameter	Gage	Corrugation
GM-ML	147+17	18	30	PD	--	--	2	3	L	NT	C	Install in conjunction with construction of GM-ML		
GM-ML	149+59	18	30	PD	--	--	2	3	L	NT	C			
GM-ML	254+23	18	30	PD	--	--	2	3	L	NT	C			
GM-ML	255+64	18	30	PD	--	--	2	3	L	NT	C			

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

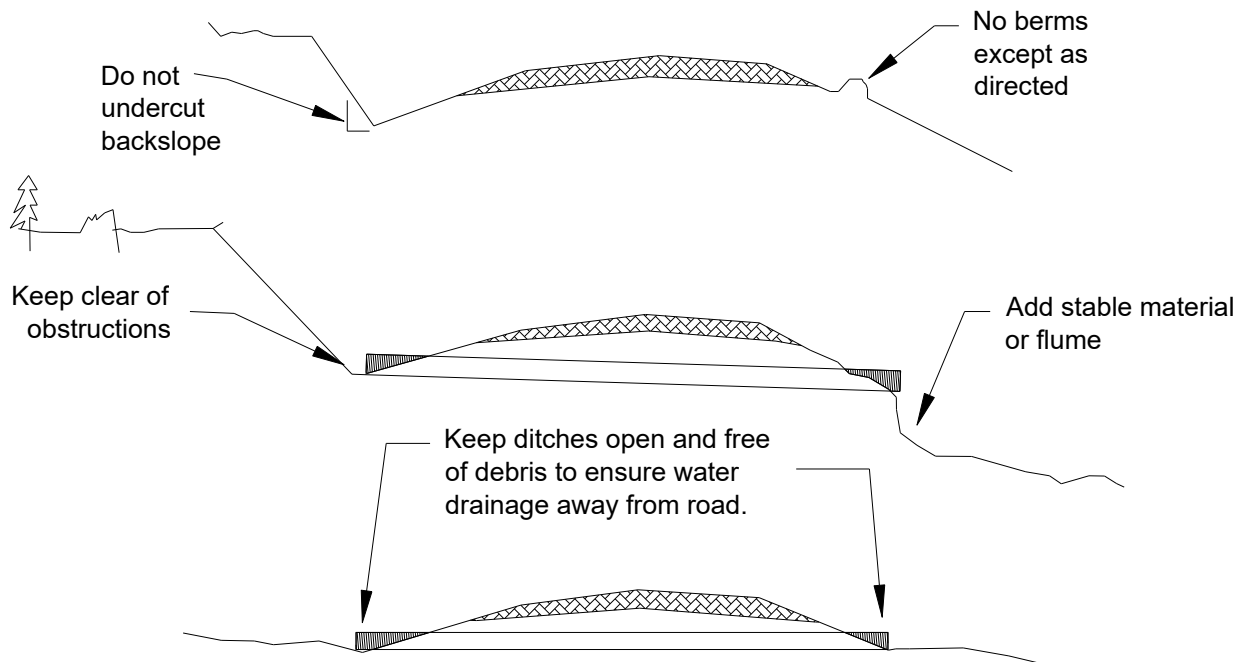
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

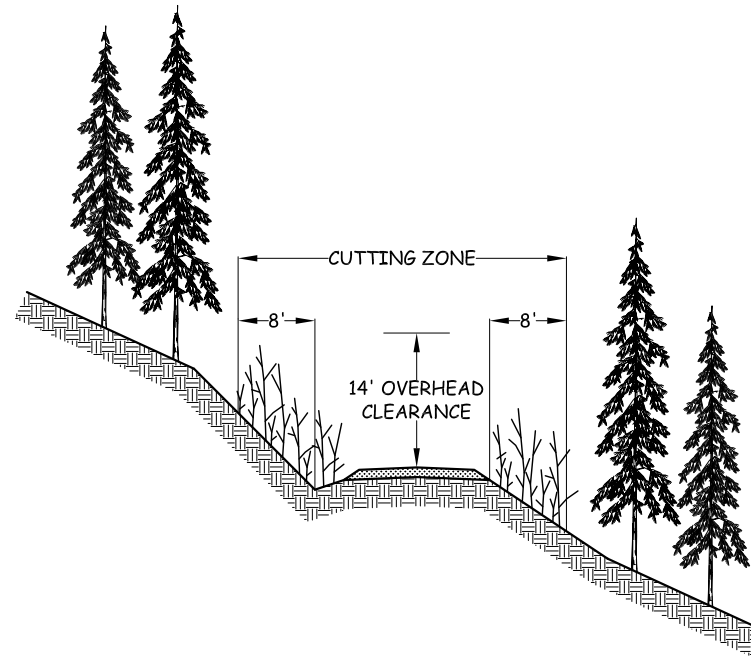
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



ROAD BRUSHING DETAILS



SPECIFICATIONS

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

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

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

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

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

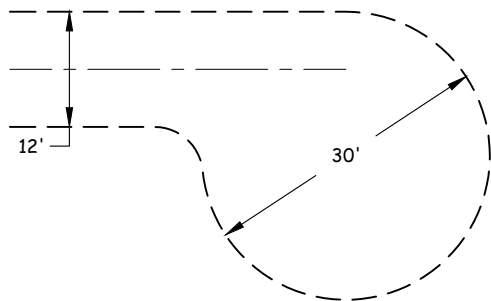
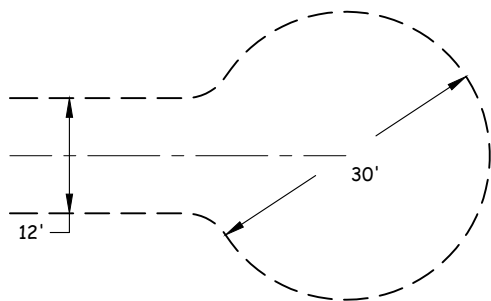
SLASH SHALL BE REMOVED FROM CUT SLOPES ABOVE THE ROAD AND SCATTERED ON EMBANKMENT SLOPES.

DITCHES SHALL BE CLEARED OF WOODY DEBRIS.

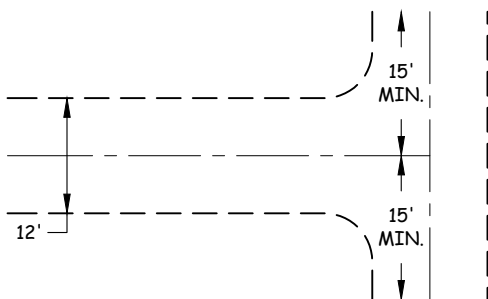
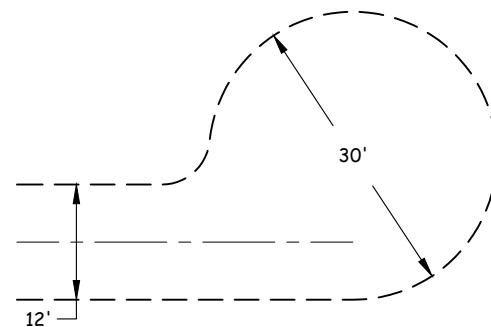
CULVERT INLETS AND OUTLETS SHALL BE CLEANED A MINIMUM DISTANCE OF TWO PIPE DIAMETERS AWAY.

CONTRACT # 30-106667	PROJECT Junia	SHEET 30 OF 33
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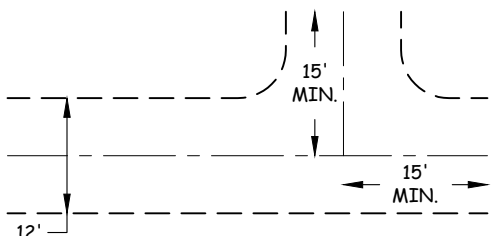
TURNAROUND DETAILS



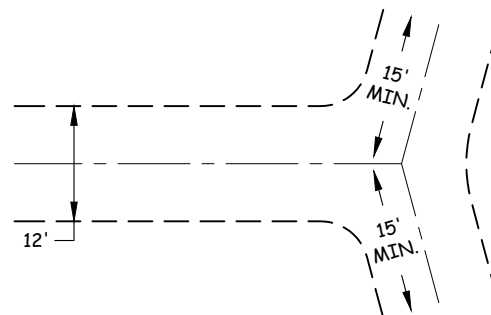
CUL-DE-SAC



HAMMERHEAD



3-POINT SIDE



3-POINT WYE

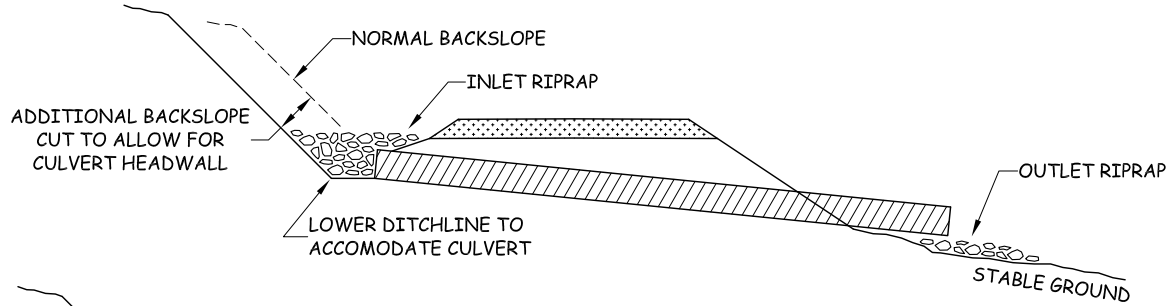
TURNAROUND TYPE AND TURNAROUND LOCATION ARE SUBJECT TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

ROCK SHALL BE APPLIED THROUGHOUT THE TURNAROUND TO THE SAME DEPTH AND SPECIFICATIONS AS LISTED IN THE TYPICAL SECTION.

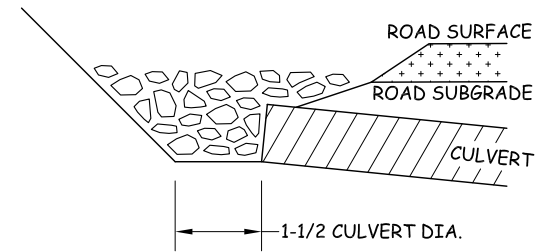
CONTRACT # 30-106667	PROJECT JUNIA	SHEET 31 OF 33
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CULVERT AND DRAINAGE SPECIFICATIONS

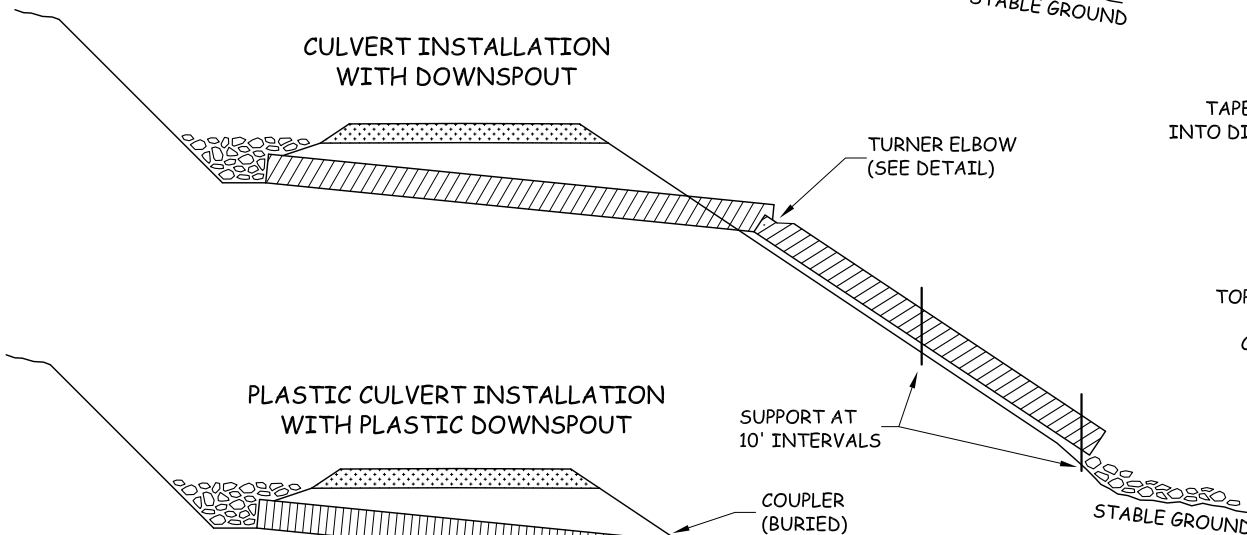
CULVERT INSTALLATION (TYPICAL)



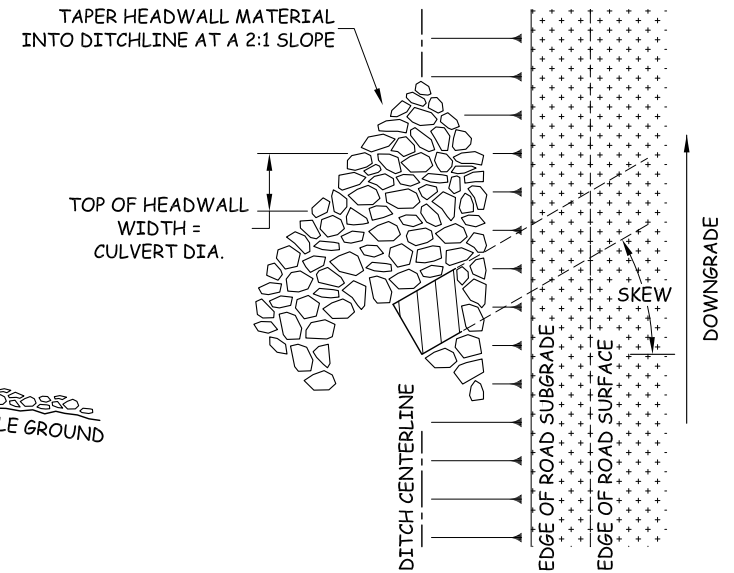
CULVERT HEADWALL - SECTION VIEW



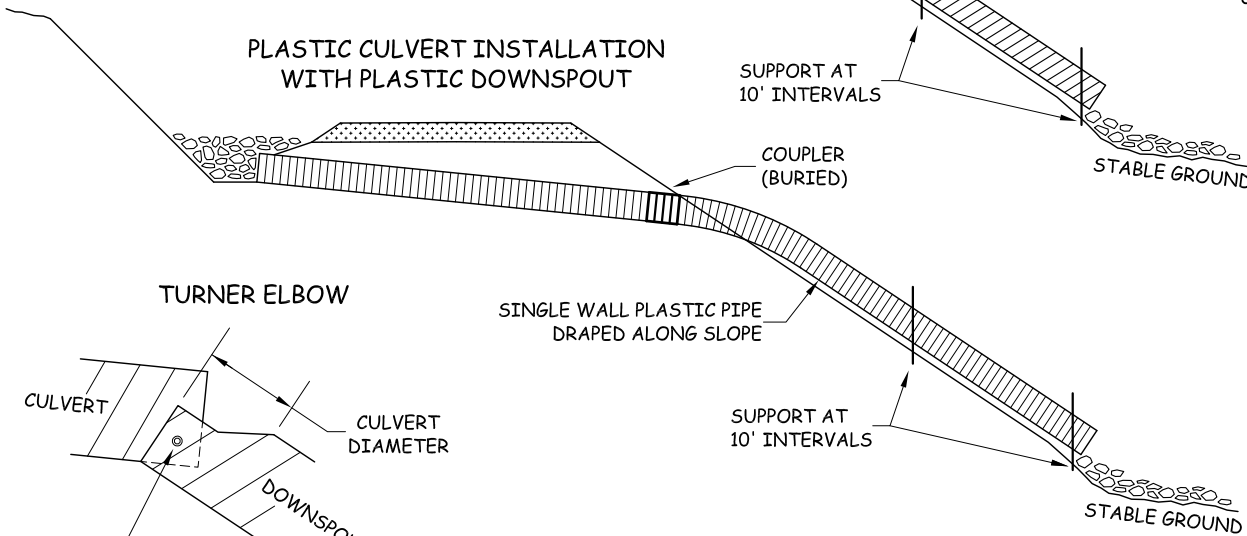
CULVERT INSTALLATION WITH DOWNSPOUT



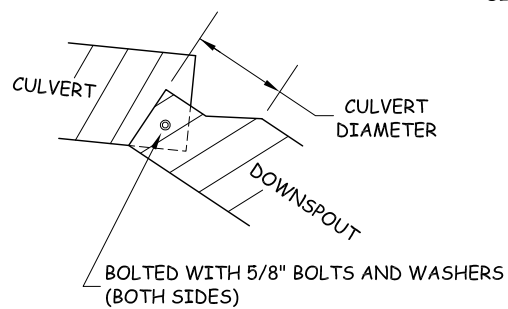
CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



TURNER ELBOW



HEADWALL NOTE:

HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.

CONTRACT # 30-106667	PROJECT JUNIA	SHEET 32 OF 33
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WASHINGTON STATE
DEPT. OF NATURAL RESOURCES
NORTHWEST REGION

MACADAMIA PIT PLAN
58+25 of the BL-12

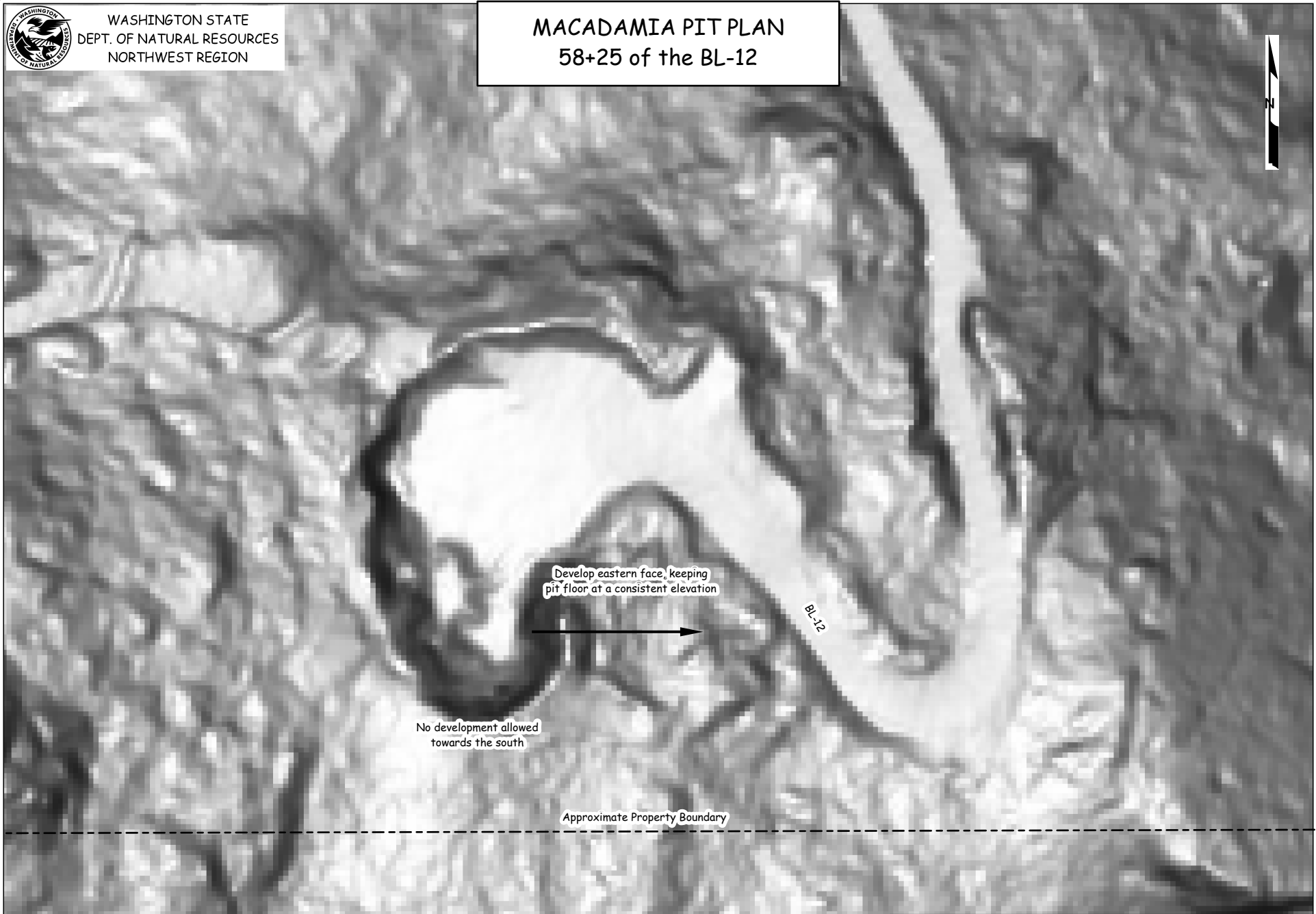


Develop eastern face, keeping
pit floor at a consistent elevation



No development allowed
towards the south

Approximate Property Boundary



CONTRACT #	PROJECT	SHEET
30-106667	JUNIA	33 OF 33

SUMMARY - Road Development Costs

REGION: NW

DISTRICT: Baker

SALE/PROJECT NAME: Junia

CONTRACT #: 30-106667

ROAD NUMBERS:	GM-ML, GM-4601, GM-49		GM-ML, GM-46 BL-ML, BL-12
ROAD STANDARD:	Construction	Reconstruction	Pre-Haul Maintenance
NUMBER OF STATIONS:	19.67	0.00	377.20
CLEARING & GRUBBING:	\$7,654	\$0	\$0
EXCAVATION & FILL:	\$26,351	\$0	\$0
MISC. MAINTENANCE:	\$0	\$0	\$6,007
ROAD ROCK:	\$61,627	\$0	\$9,394
ROCK STOCKPILE PROD:	\$0	\$0	\$0
CULVERTS & FABRIC:	\$1,920	\$0	\$640
STRUCTURES:	\$0	\$0	\$0
MOBILIZATION:	\$3,628		\$1,336
TOTAL COSTS:	\$101,180	\$0	\$17,378
COST PER STATION:	\$5,144		\$46
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$167	

TOTAL (All Roads) = \$118,724
ESTIMATED PRECRUISE SALE VOLUME MBF = 1350
ESTIMATED TOTAL \$/MBF = \$87.94

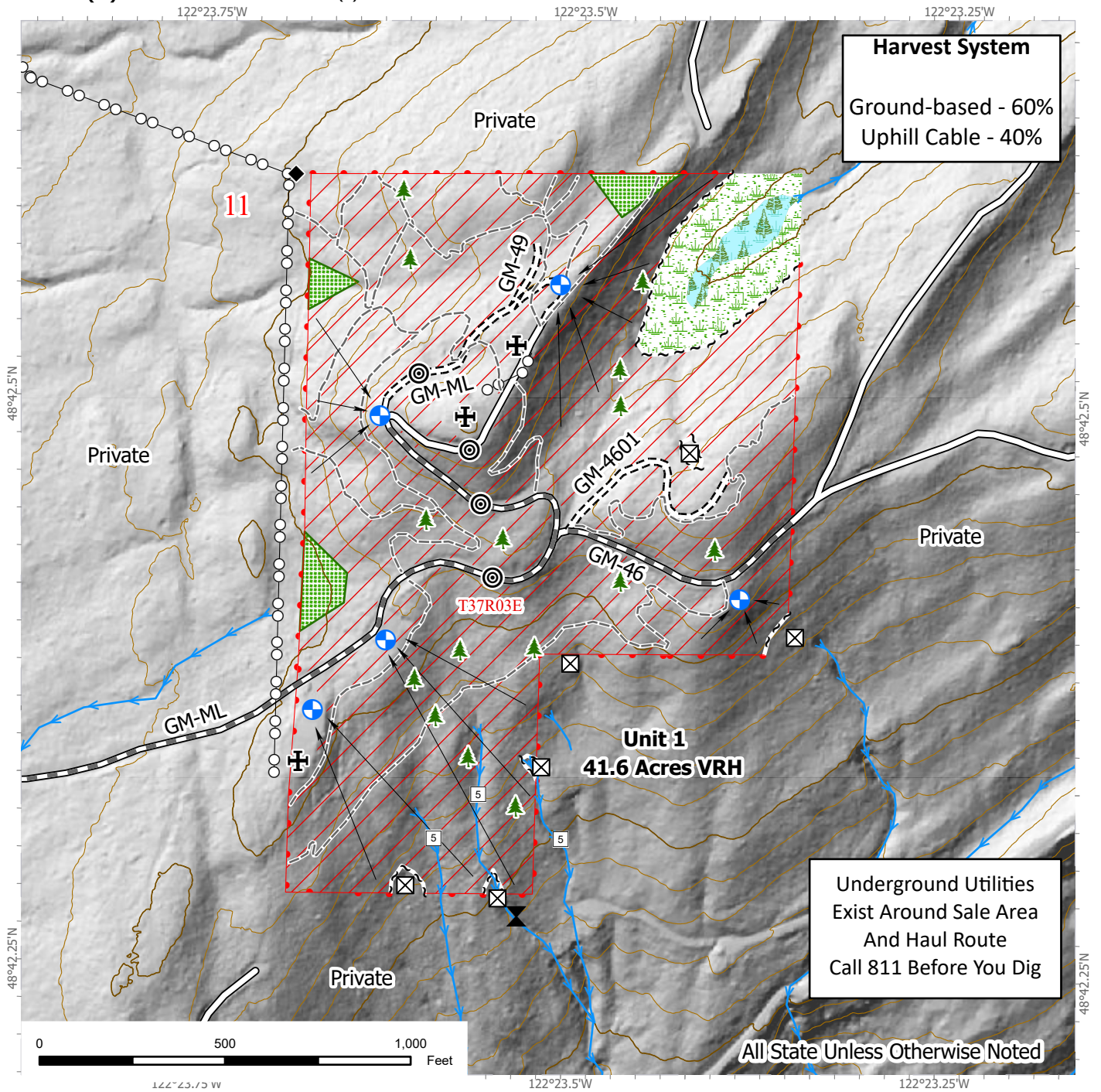
Compiled by: J. Westra

Date: 3/20/2024

LOGGING PLAN MAP

SALE NAME: JUNIA
AGREEMENT #: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760



Harvest System
 Ground-based - 60%
 Uphill Cable - 40%

Underground Utilities
 Exist Around Sale Area
 And Haul Route
 Call 811 Before You Dig

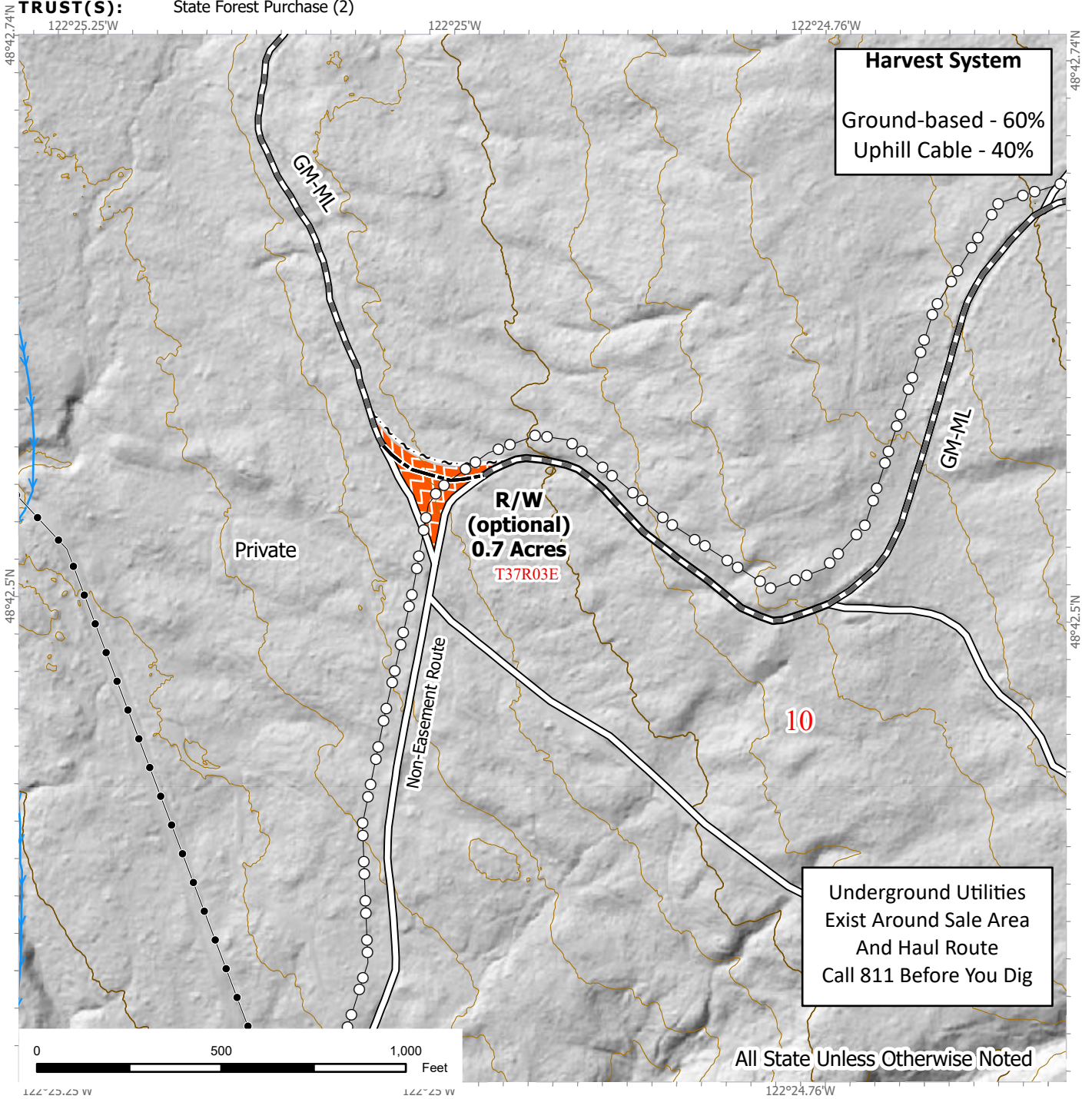
All State Unless Otherwise Noted

Cable	Power Lines	Communication Tower
Harvest Unit	Designated Recreation Trail	Equipment Limitation Zone
Leave Tree Area	Existing Roads	Landing - Proposed
Forested Wetland	Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre
Wetland Mgt Zone	Required Construction	Survey Monument
Sale Boundary Tags	Contours 40 ft	Bedrock Hollow
Property Line	Streams	Inner Gorge
	Stream Type	

LOGGING PLAN MAP

SALE NAME: JUNIA
AGREEMENT #: 30-106667
TOWNSHIP(S): T37R3E
TRUST(S): State Forest Purchase (2)

REGION: Northwest Region
COUNTY(S): Whatcom
ELEVATION RGE: 1400-1760





When recorded return to:
Department of Natural Resources
Northwest Region
Attn: Annette Mesman
919 North Township Street
Sedro-Woolley, WA 98284



JF 08/10/2020



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

Grantor(s): Galbraith Tree Farms, LLC
Grantee(s): Department of Natural Resources
Legal Description: W1/2SW1/4 S3, E1/2SE1/4 S4, E1/2NE1/4, NE1/4SE1/4 S9, NW1/4, S1/2NE1/4, N1/2SW1/4, N1/2SE1/4 S10, SW1/4NW1/4, W1/2SW1/4 S11, T37N, R03E, W.M.
Assessor's Property Tax Parcel or Account Number: 3703032083190000, 3703045101310000, 3703103211480000, 3703100645410000, 3703102205280000, 3703110622250000, 3703110510940000
DNR Easement No. 55-096782

EASEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 2020
by and between GALBRAITH TREE FARMS, LLC, a Washington limited liability company,
herein called "Grantor," and STATE OF WASHINGTON, acting by and through the
Department of Natural Resources, herein called "State," WITNESSETH:

Conveyance. Grantor, for and in consideration of mutual benefits, hereby grants, conveys,
and warrants to State, its successors and assigns, a permanent non-exclusive Easement over
parcels of land in Whatcom County legally described as set forth in Exhibit "A" (hereafter
Burdened Parcels) said Easement to be Sixty (60) feet in width running Thirty (30) feet on
each side of a centerline of roads located approximately as shown on Exhibit "B" (hereafter
Easement Area).

Purpose. The Easement is conveyed to provide road access to and from lands owned by State for the hauling forest products and/or other profits including but not limited to sand, gravel, stone or farm products, leasing the property and performing management activities associated with timber production, agriculture or the extraction of profits, and leasing the property for all purposes including communications sites and for restricted public access to such lands for recreational purposes under such rules, regulations and limitations as may be established by the parties. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. This easement must comply with and does not supersede the requirements set forth in Galbraith Mountain Recreational Use Easement, recorded in Whatcom County on August 29, 2018 under Auditor File Number 2018-0803004 and attached herein as Exhibit "C".

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in Whatcom County, legally described as set forth in Exhibit "D" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcels).

The rights attaching to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parcelized, owners of additional parcels shall not be entitled to exercise the rights granted herein. Such owners must apply separately for an easement to the newly created parcels, which may or may not be granted by Grantor at Grantor's sole discretion.

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted. Grantor further reserves the right to relocate the right of way. If the right of way is relocated at the sole request of Grantor, Grantor shall construct the relocated right of way to the same standards existing at the time of relocation.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

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

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. State shall construct no improvements without the prior written consent of Grantor, which shall be at Grantor's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of Grantor unless the applicable consent specifically provides otherwise. Improvements installed by State shall, at Grantor's option, be removed by State at the termination or expiration of the Easement at State's expense.

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

Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State. State agrees to provide, upon demand, proof of insurance to Grantor.

Permittee Insurance. Grantor requires that all contractors obtain liability insurance policies while operating under the Easement. State shall require all permittees to obtain liability insurance and to comply with all State of Washington workers' compensation statutes and regulations by incorporating the following or substantially similar insurance requirements in its contracts or other authorizing instrument:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering 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 versions of CA 00 01. Permittee 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.
- (d) Permittee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Permittee and employees of any contractors, sub-contractors or other Permittees. Except as prohibited by law, Permittee(s) 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.

All insurance must be purchased on an occurrence basis and 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. Any exception shall be reviewed and approved in advance by Galbraith Tree Farms, LLC. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Galbraith Tree Farms, LLC and City of Bellingham, its elected and appointed officials, agents and employees, shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, [Contractor] shall furnish Galbraith Tree Farms, LLC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the easement number.

Galbraith Tree Farms, LLC shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

[Contractor] must comply with all insurance requirements stated herein. Failure of [Contractor] to comply with insurance requirements does not limit [Contractor's] liability or responsibility.

All insurance provided in compliance with this [contract][other authorizing instrument] shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Galbraith Tree Farms, LLC. [Contractor] waives all rights against Galbraith Tree Farms, LLC for recovery of damages to the extent these damages are covered by [contractor's] general liability or umbrella insurance maintained pursuant to this [contract][authorizing instrument].

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

Safety. State and its Permittees shall abide by the motor vehicle safety precautions set forth in Exhibit "E".

Termination. Grantor shall have the right to terminate this Easement if State fails to cure a material breach of this Easement within sixty (60) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, State shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. In addition to the right of termination, Grantor shall have any other remedy available in law or equity.

Any State obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this Easement shall not preclude other breaches from being declared material. Timber remaining on the Easement Area after termination shall be deemed forfeited.

Abandonment. If State ceases to use the Easement Area for the purposes set forth herein for a period of fifty (50) successive years, this Easement shall be deemed abandoned and terminate without further action by Grantor. Timber remaining on the Easement Area shall be deemed abandoned.

Future Amendment. Grantor intends to acquire a parcel of land located in the SW1/4SW1/4SW1/4 of Section 10 Township 37N Range 03E, W.M, as described in Exhibit F. Should Grantor acquire the aforementioned parcel, the parties agree that the Grantor shall grant easement to State over said parcel, substantially in the form of the draft easement amendment (“Easement Amendment”) attached in Exhibit “F”.

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

GALBRAITH TREE FARMS, LLC

Dated: APRIL 29, 2020.

Rob Janicki
Owner
103 North Township Street
Sedro-Woolley, WA 98284
(360) 856-2068



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: June 7, 2020.

Angus Brodie
Deputy Supervisor for State Uplands
1111 Washington ST SE
PO Box 47001
Olympia WA 98504-7001
360-902-1600

Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of WHATCOM

I certify that I know or have satisfactory evidence that Rob Janicki is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Owner of Galbraith Tree Farms, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/29/2020

Chelsea Jerson
(Signature)

CHELSEA JERSON
(Print Name)

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

My appointment expires 3/20/2023.



STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Angus Brodie is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/7/2020

Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)



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

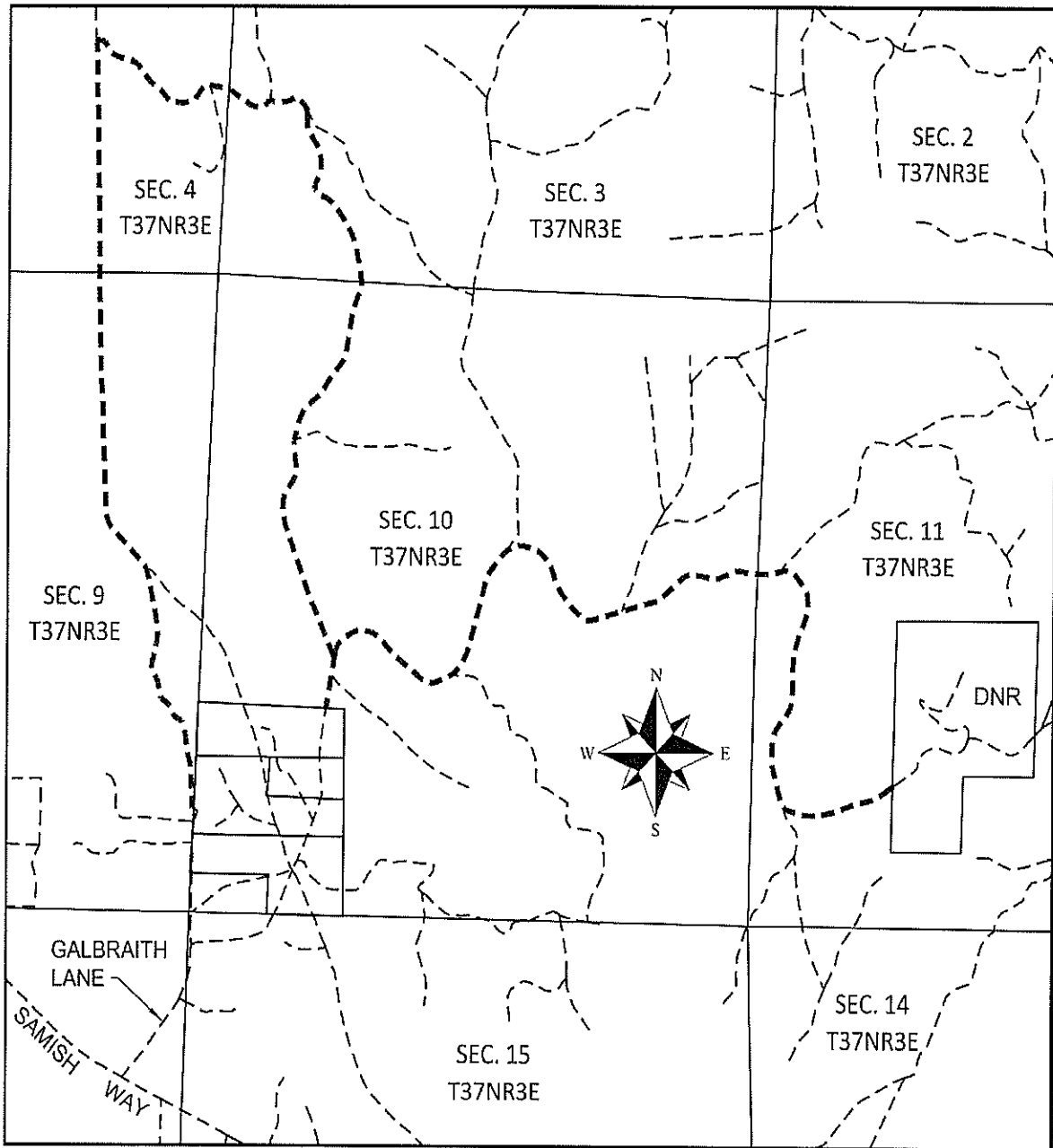
My appointment expires 11/28/2020

**EXHIBIT A
BURDENED PARCELS
Grantor Land**

Township 37 North, Range 03 East, W.M., Whatcom County

<u>Section</u>	<u>Legal Subdivision</u>	<u>Tax Parcel Number</u>
3	W1/2SW 1/4	3703032083190000
4	E1/2SE1/4	3703045101310000
9	E1/2NE1/4, NE1/4SE1/4	3703103211480000
10	NW1/4	3703100645410000 3703102205280000 3703103211480000
	S1/2NE1/4, N1/2SE1/4, N1/2SW1/4	3703103211480000
11	SW1/4NW1/4, W1/2SW1/4	3703110622250000 3703110510940000

**EXHIBIT B
EASEMENT AREA**



LEGEND

- EASEMENT AREA
- EXISTING ROADS



EXHIBIT C
GALBRAITH MOUNTAIN RECREATIONAL USE EASEMENT

Whatcom County, WA
Total: \$123.00 Pgs: 25
EASE
Request of: CHICAGO TITLE INSURANCE
2018-0803004
08/29/2018 10:22 AM
00135866201808030040250286

CITY = WMBC

AFTER RECORDING RETURN TO:
Jeffrey Miller
103 N. Township
Sedro Woolley, WA 98283

Document Title: Galbraith Mountain Recreational Use Easement
Grantor: Galbraith Tree Farm, LLC, a Washington limited liability company
Grantee: City of Bellingham, a Washington municipal Corporation

245397216

S 2, T 37 N, R 3 EWM
S 3, T 37 N, R 3 EWM
SE 1/4, S 4, T 37 N, R 3 EWM
E 1/2, S 9, T 37 N, R 3 EWM
S 10, T 37 N, R 3 EWM
S 11, T 37 N, R 3 EWM
S 15, T 37 N, R 3 EWM
East Haven Addn to Fairhaven, Blocks 1-3
Menlo Park, Blocks 1-8
Electric Motor Line Addn to Fairhaven
Donovan Avenue Addn to Fairhaven, Blocks 1-14, and 16, 17, 19 & 20
Great Northern Addn to Fairhaven, Blocks 1-28

Tax Account No.: 370302 132264 0000/179708
Tax Account No.: 370302 364013 0000/179710
Tax Account No.: 370303 056312 0000/21151
Tax Account No.: 370303 208319 0000/21152
Tax Account No.: 370303 314523 0000/21154
Tax Account No.: 370303 348401 0000/21157
Tax Account No.: 370303 379416 0000/21160
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Tax Account No.: 370303 398527 0000/21164
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Tax Account No.: 370303 531581 0000/21167
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Tax Account No.: 370310 235503 0000/26189
Tax Account No.: 370310 288455 0000/26182
Tax Account No.: 370310 321148 0000/179745
Tax Account No.: 370310 462444 0000/26185
Tax Account No.: 370311 051094 0000/26196
Tax Account No.: 370311 060458 0000/26197
Tax Account No.: 370311 062225 0000/26198
Tax Account No.: 370311 196395 0000/179705

**GALBRAITH MOUNTAIN RECREATIONAL
USE EASEMENT**

This Galbraith Mountain Recreational Use Easement ("Easement") is entered into this ^{4th} ~~2nd~~ day of ~~August~~, 2018, by and between Galbraith Tree Farm, LLC, a Washington limited liability company ("GTF"), and the City of Bellingham, a Washington municipal corporation ("City").

RECITALS AND PROPERTY DESCRIPTIONS

A. Capitalized terms used in this Easement shall have the meanings set forth in section 2 below or as defined elsewhere in this Easement.

B. GTF is the grantor and owner in fee of the Property.

C. GTF's predecessors-in-interest have historically conducted Commercial Forest Practices within the Property and GTF will continue to do so.

D. GTF's predecessor-in-interest made the Property available to the public for recreational purposes without charging a fee for use of the Property.

E. Whatcom Mountain Bike Coalition, a Washington non-profit corporation ("WMBC") and its predecessors in interest have constructed a trail network, which, together with logging roads on the Property, have been extensively used by the public for recreational biking, hiking, running, and other outdoor recreational activities.

F. The Parties have agreed that Commercial Forest Practices and Recreational Use of the Property are compatible and based on the terms of this Easement should continue to co-exist on the Property.

G. To ensure that public Recreational Use can continue on the Property, the City has agreed to purchase, and GTF has agreed to sell, a recreational easement that will permit the continued use of the Property for outdoor Recreational Use.

H. A significant inducement to enter into this Easement is the Parties immunity from liability under RCW 4.24.210 ("Immunity Act") as it applies to Recreational Use of the Property by the public as set forth in this Easement.

I. It is the Parties' intent that this Easement reserves or grants to each Party all of the rights necessary to qualify for immunity to the greatest extent allowed by law under the Immunity Act from claims arising from Recreational Use of the Property by the public.

J. With this Easement the Parties intend for GTF to convey to the City, without any representations or warranties whatsoever, certain circumscribed rights for Recreational Use over the Property as specifically described in this Easement, while retaining all other rights of fee simple absolute ownership.

K. The Parties agree that this Easement, together with the Supplemental Easements, serve three principal purposes: (1) to protect, preserve and promote GTF's Commercial Forest Practices within the Property; (2) to insulate GTF and the City from claims related to Recreational Uses; and (3) to allow the City to facilitate Recreational Use of the Property by the public. These objectives, listed in order of importance and priority, constitute the essence of this Easement.

L. The City will develop an annual management plan that covers administration, operation, and management of the Recreational Use associated with this Easement.

M. The Parties acknowledge there are other easements on the Property, including those for logging, pipelines, cell towers and utilities. There are also a few small third-party owned or leased parcels within the external boundaries of the Property. The Parties do not intend that any of these interests or rights will be restricted or impaired by this Easement. The Parties acknowledge this Easement is subject to these pre-existing interests and rights.

N. The City, GTF and the Whatcom Land Trust entered into the Galbraith Mountain Working Forest Conservation Easement over the Property, recorded under Whatcom County Auditor's File No. 2018-0803005.

NOW THEREFORE, This Easement and all agreements contained herein, shall run with the Property, and each part of it, and shall be binding on all Parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of the Parties. Acceptance of an interest in the Property shall be deemed acceptance of the terms and provisions of this Easement and any conveyance hereafter or any portion or interest in the Property shall be subject to this Easement and all agreements contained herein.

EASEMENT

1. Recitals.

The Parties agree the Recitals are true and accurate statements of facts and are included as terms of this Easement.

2. Definitions.

The following terms shall have the meanings ascribed to each of them:

2.1 "Abandoned Trail" means a Trail that has been closed to Recreational Use and from which all structures have been removed, obstructions to prevent use have been installed, signage prohibiting use has been installed and other reasonable measures have been taken to ensure discontinuance of use of the Trail that has been closed.

2.2 "City" means City of Bellingham, and may include City Affiliates, agents and contractors where rights or responsibilities have been assigned or assumed as provided in section 9.4.

2.2 "City Affiliates" means the Trail Network Manager or Event Sponsor.

2.3 "Commercial Forest Practices" means any activity constituting forest practices under the Forest Practices Act, Chapter 76.09 RCW, as amended, or under other State of Washington statutes that may be enacted, together with preparatory work such as tree marking, surveying, road flagging and removal of incidental vegetation as necessary for forest management and harvesting.

2.4 "Compensation" means the amount of money owed by the City to GTF pursuant to section 5.7 based on: (a) the loss in stumpage value for Marketable Trees cut or handled in a way that makes the timber unmarketable as saw logs for lumber; and (b) the appraised value for trees that are marketable species, but do not meet the size requirements to be Marketable Trees, cut or handled in a way that makes them unmarketable in the future.

2.5 "Event(s)" means any organized gathering or competition of short duration organized by, sponsored by, or approved by the City involving Recreational Use of the Property and/or the Trail Network, but expressly excludes organized gatherings to (i) perform work associated with building, maintaining and removing Trails; and (ii) conducting classes subject to conditions set forth in the Plan.

2.6 "Event Day" means any day in which an Event takes place, as well as each of those additional days used to set up equipment and prepare for the Event and those days after the Event has ended necessary to return the Property and the Trail Network to their original condition, but expressly excludes organized gatherings to perform work associated with building, maintaining or removing Trails.

2.7 "Event Sponsor" means an individual or entity authorized by the City to organize, promote and conduct Events within the Property and/or Trail Network. The Event Sponsor must prior to conducting any Events satisfy the insurance requirements set forth in section 8 and the Plan. The City and the Trail Network Manager may also be Event Sponsors.

2.8 "GTF Affiliate" means any entity that either controls, or is controlled, or owns, or is owned by, or is under common control of GTF or a majority of its members.

2.9 "Guaranteed Event Day" means an Event Day reserved in advance by the City pursuant to section 5.10.2 that takes priority over GTF's right to conduct Commercial Forest Practices within event exclusive areas defined in section 5.10.3.

2.10 "Hazard Trees" means any tree whose condition creates an unreasonable hazard to public use of the Trail Network or structures located within the Trail Network. It is the intent of

the Parties that Hazard Trees be only those trees that could pose a hazard because of their age, disease or previous damage that could make them likely to fail in a manner that could cause damage or injury.

2.11 "High Fire Hazard Days" means those days that are designated for the Property as Industrial Fire Precaution Level 4 General Shutdown as published by the Department of Natural Resources.

2.12 "Logging Contractor(s)" means independent contractors, and contractors that are GTF Affiliates, performing construction work or timber harvesting in the Property on behalf of GTF or a GTF Affiliate. Construction work and timber harvesting include road construction and repair, construction of landings, construction of work areas, harvesting of timber, transporting timber, and maintenance or construction work related to Commercial Forest Practices. Excluded from this definition of Logging Contractors are the following: silviculture related contractors, engineers, surveyors, appraisers, inspectors and consultants with commercial general liability insurance customary for their business or profession.

2.13 "Logging Road" means a road created and/or maintained for Commercial Forest Practices within the Property or Supplemental Easements, including the existing road that is subject to the Pipeline Easement recorded under Whatcom County Auditor's File No. 2017-06037008. Once GTF or its Logging Contractor(s) abandons a Logging Road in accordance with the Forest Practices Act, the abandoned Logging Road ceases to be a Logging Road unless GTF or its Logging Contractor(s) reestablishes it as a Logging Road. A Logging Road is not a Trail. Logging Roads may be used (a) for other purposes at GTF's election; (b) pursuant to rights granted to the City in this Easement, existing easements and Supplemental Easements; and (c) by third parties based on rights granted in existing easements.

2.14 "Marketable Trees" means any species of tree that is eight inches (8") or more in diameter at breast height ("DBH") and a minimum of sixteen feet (16") in length.

2.15 "Maximum Trail Length" means the maximum length of Trails authorized in section 5.2.2.

2.16 "Party" and "Parties" means GTF and the City referred to herein individually as Party and collectively as Parties.

2.17 "Plan" means the Galbraith Mountain Management Plan described in section 5.12.

2.18 "Property" means all of the real property described in Exhibit A, which by this reference is incorporated herein and the Trail Network.

2.19 "Reconveyance Lands" means the approximately 8,800 acres of forest lands around Lake Whatcom conveyed by the State of Washington Department of Natural Resources to the County by way of Quit Claim Deed recorded January 22, 2014 under Whatcom County Auditor's File No. 2140101862.

2.20 "Recreational Use" means non-motorized, outdoor recreational activities open to the public, including but not limited to walking, running, hiking, biking, horse riding, nature study, and viewing or enjoying scenery. The definition of outdoor recreation under RCW 4.24.210 is broader than the defined term "Recreational Use" as used in this Easement. For instance, motorized activities are included within the scope of outdoor recreation as used in RCW 4.24.210 but motorized activities are hereby expressly prohibited as a permitted recreational use under this Easement.

2.21 "Supplemental Easements" means those easements and agreements created to facilitate access by the City and the public to the Property and Recreational Use of the Property, and include the following:

- (a) Ridge Trail Easement and Relocation Easement Agreement recorded under Whatcom County Auditor's File Number 2017-0603707.
- (b) 1000 Road Easement Agreement recorded under Whatcom County Auditor's File Number 2017-0603709.
- (c) South 40 Trail Easement recorded under Whatcom County Auditor's File No. 2018-0803007.
- (d) The Dickinson Access Easement and Tower Road Easement upon recording, subject to the terms of that certain Agreement to Convey Easements between the Parties dated _____.
- (e) The Section 15 Assignment recorded under Whatcom County Auditor's File No. 2018-0803006.

2.22 "Trail(s)" means authorized through-ways, trails or paths within the Property, similar improvements within the Supplemental Easements, and abandoned Logging Roads that have been designated as Trails. Also, "Trail" refers to and includes those structures associated with the Trails, such as bridges, kiosks, berms, banks, directional signs, warning signs, jumps, tables, ramps and similar features.

2.23 "Trail Network" means the entire collection of Trails, Logging Roads, and supporting features, facilities, and improvements on, and authorized to be built within, the Supplemental Easements and the Property pursuant to this Easement and the Supplemental Easements.

2.24 "Trail Network Manager" means the City or an entity designated as such by the City to fulfill on behalf of the City some or all of its responsibilities under this Easement and the Supplemental Easements. To be eligible as a Trail Network Manager, the entity retained by the City must at all times satisfy the insurance requirements set forth herein.

3. Consideration.

GTF and the City agree the consideration for grant of this Easement is adequate.

4. Interests Conveyed.

4.1 Grant of Easement.

Subject to the conditions, restrictions and agreements below, GTF hereby grants and conveys, without any representations or warranties whatsoever, to the City a perpetual easement in gross for Recreational Use on, over and across the Property. The City shall have the exclusive possession and control of the Property for Recreational Use. The exclusive rights granted in the preceding sentence do not restrict GTF's right to use the Property for Commercial Forest Practices, or any other use permitted by law except Recreational Use as defined by this Easement and any other outdoor recreational use. No other public use of the Property is permitted, including any use that could cause Trails to be characterized as a transportation facility. This grant and conveyance is subject to the conditions and restrictions set forth in this Easement. The rights granted include the continuing exclusive right of the City to exclude in its sole discretion the public from the Property for Recreational Use, subject only to the rights reserved by GTF under section 5.6.2. This power to exclude public use is for the purpose of satisfying one of the elements required for the City to assert immunity under the Immunity Act. As to the Supplemental Easements (Except the Dickinson Access Easement and South 40 Trail Easement), this grant and conveyance is a non-exclusive assignment of GTF's rights under the Supplemental Easements.

5. Conditions and Scope of Easement.

This Easement is subject to the following conditions, limitations and restrictions:

5.1 Permitted Uses.

Only those uses by the City and the public (a) expressly allowed under this Easement; or (b) authorized in the Substantive Element of the Plan, are permitted. All other uses by the City and the public within the Property are prohibited.

5.2 Trail Conditions and Restrictions.

5.2.1 Location of New and Existing Trails. At its sole discretion, cost, expense and risk, the City may construct and maintain new Trails throughout the Property provided (1) no Trail shall materially impair the ability of GTF to conduct Commercial Forest Practices; and (2) after the maximum length for all Trails has been reached, for every new Trail built, an existing Trail of equal length will be made and maintained as an Abandoned Trail. Existing Trails that are required to be closed, must satisfy the requirements to be an Abandoned Trail prior to opening any new Trail.

5.2.2 Maximum Trail Length. The Property shall have no more than sixty-five total miles of Trails. Existing Trails shall be approximately located on a map that will be approved by the Parties in the initial Plan.

5.2.3 Abandoned Logging Roads. Abandoned Logging Roads may be designated as Trails by the City at its sole discretion; provided such use is consistent with GTF's regulatory requirements related to the abandoned Logging Road. The City shall give notice to GTF of its intent to designate an abandoned Logging Road as a Trail. An Abandoned Logging Road that has been designated as a Trail by the City may be constructed and maintained as a Trail based on specifications under section 5.2.4(a). Abandoned Logging Roads designated by the City as Trails shall count toward the Maximum Trail Length under section 5.2.2, except for that portion of such Trails that are designated as part of the Padden/Whatcom Connector in the Plan.

5.2.4 Trail Specifications. All Trails shall satisfy the specifications as follows:

- (a) Trails of no more than twelve feet (12') in width with two foot (2') cleared shoulders on either side, for a total width of no more than sixteen feet (16') may be constructed pursuant to section 5.2.3.; and
- (b) All other Trails shall have a tread of no more than five foot (5') average width with two foot (2') cleared shoulders on either side, for a total maximum average width of no more than nine 9 feet.

5.3 Trail Network Administration.

5.3.1 Monitoring. The City is responsible for monitoring and reviewing all aspects of the public use of the Property and enforcing and ensuring compliance with all conditions, restrictions and requirements of this Easement and the Supplemental Easements. The City shall give notice to GTF and take appropriate measures to address, eradicate and abate graffiti and vandalism, abandoned property, dumping of waste and property damage and destruction related to or arising from the public Recreational Use of the Property.

5.3.2 Unauthorized Trails / Property Damage. Upon notice or knowledge of construction of unauthorized trails, paths, clearings, structures or activity causing damage to the Property, the City shall, at its sole cost and expense, timely remove the unauthorized structures and restore the area damaged by such unauthorized activity.

5.3.3 Damage to Logging Roads. Any use of Logging Roads by the City, including Recreational Use, that causes damage to Logging Roads shall be repaired at the sole expense of the City within a reasonable period of time.

5.3.4 Motorized Vehicles. Motorized vehicles operated by the City, or the public are not allowed within the Property, except as specifically authorized in section 5.5 or the Substantive Element of the Plan.

5.3.5 Fire Hazard. No access to the public shall be allowed during High Fire Hazard Days. GTF reserves the right to take necessary action to exclude all use of the Property during High Fire Hazard Days.

5.4 Restriction on Improvements.

No structures or other improvements are permitted to be constructed by the City within the Property, except as specifically authorized in this Easement, Substantive Element of the Plan or the Supplemental Easements. Structures described in the definition of Trail(s) are not subject to this prohibition.

5.5 City Use of Logging Roads

The City shall have the non-exclusive right to use Logging Roads for Recreational Use. The City shall have the non-exclusive right to use motorized vehicles or equipment on Logging Roads for the following purposes: (i) construction, repair, and maintenance of Trails and other improvements to the Trail Network; (ii) emergency access; (iii) Events; (iv) maintenance of Trails in the Reconveyance Lands; (v) inspection and monitoring of conditions and use of the Property; and (v) uses allowed under easements over Logging Roads held by the City as of the date of the recording of this Easement.

5.6 Use and Conditions.

5.6.1 Non-interference. Except for Guaranteed Event Days, GTF has the right to use the Property for any lawful purpose consistent with this Easement without interference from the City.

5.6.2 Trail Closure. GTF shall have the right at its sole discretion, on reasonable notice to the City to temporarily close portions of the Property, including the Trail Network, to Recreational Use thereby temporarily excluding the public from Recreational Use of the portions of the Property designated by GTF for closure, to facilitate Commercial Forest Practices. The length of time and size of the closed portion of the Property must be reasonable and is not at GTF's sole discretion. The City shall be responsible for the content of notices and signage as the City deems necessary in order to temporarily close those portions of the Property to Recreational Use designated for closure by GTF. Procedures for closure notice from GTF to the City due to GTF's Commercial Forest Practices shall be established in the Plan; provided GTF shall not close any portion of the Property or exclude Recreational Use during Guaranteed Event Days if to do so

would interfere with the Event, and the closed portion of the Property shall only be closed as reasonably necessary for Commercial Forest Practices.

5.6.3 Trail Damage. GTF shall take commercially reasonable measures to limit damage to Trails. If GTF has taken commercially reasonable measures to limit damage to Trails, GTF shall have no responsibility for repair or reconstruction of damage to Trails while it engages in Commercial Forest Practices.

5.7 Timber Protection.

5.7.1 City Actions. The City shall at all times make its best efforts to protect tree species of any size, but trees may be removed if reasonably necessary for construction or maintenance of a Trail after receiving written permission from GTF, which may include Compensation as a condition for permission.

5.7.2 Hazard Trees. The City shall notify GTF of the existence of any Hazard trees. At its own expense and risk, the City may cut Hazard Trees after receiving written permission from GTF, which may include conditions for handling the Hazard Tree. Upon receiving written request from the City, GTF will respond within forty eight (48) hours. If GTF does not respond within forty eight (48) hours, approval is deemed granted to the City to cut or remove the Hazard Tree. Compensation shall only be paid by the City for cutting, removal or handling of a Hazard Tree that is also a Marketable Tree, if it ceases to be a Marketable Tree because of actions of the City or violation of conditions imposed for granting permission to remove the Hazard Tree.

5.7.3 Blowdown Trees. Trees that have fallen because of natural causes that interfere with the Trail Network, may be moved or cut by the City with no Compensation to be paid to GTF by the City; provided if any such trees are Marketable Trees, and if actions taken by the City make such trees no longer Marketable Trees, Compensation shall be required. The City may, at its discretion, notify GTF of a blowdown. If GTF does not remove the blowdown tree from the Trails that it is interfering with within forty eight (48) hours after notification, the City shall have the right to cut and remove that portion of the tree that is reasonably necessary to open the Trail without being required to pay Compensation.

5.7.4 Blowdown Clusters. If there is a storm event, the City will notify GTF if they encounter "clusters" of blown-down trees. A cluster is four or more trees in the same location. GTF in its sole discretion, may elect to either: (i) remove some or all of the trees in a blowdown cluster. If GTF does not elect to remove the trees in a blowdown cluster within a reasonable time, the City may cut or move the blowdown cluster trees for the purpose of Trail construction, repair or

maintenance without Compensation. If trees from a cluster interfere with the Trail, section 5.7.3 shall apply to those trees.

5.7.5 Metal Fasteners. No nails, screws or other fasteners or items of any kind that contain metal may be affixed to trees, including, but not limited to fasteners for signs or Trail structures. Signage attached to trees that existed as of the date of recording of this Easement is exempt from this restriction.

5.8 Forest Land.

The City acknowledges that the Property is and will remain forest land as defined in RCW 36.70A, as amended, subject to GTF's right to cause the Property to be designated for a different use based on the procedures required under RCW 36.70A as amended with the City's consent. The Parties agree that Recreational Use is compatible with Commercial Forest Practices.

5.9 GTF Logging Roads.

Logging Roads within the Property may be used, constructed, relocated, abandoned, and reopened at the sole discretion of GTF; provided those Logging Roads within the Supplemental Easements and the Pipeline Easement shall not be abandoned or relocated without the City's consent, in its sole discretion. GTF has the right to use Logging Roads for any use not prohibited or restricted by this Easement.

5.10 Events.

5.10.1 Event Sponsor. The City shall have the right, at its sole discretion, to authorize an Event Sponsor to use the Property, or portions of the Property for the purpose of organizing and administering Events, provided; the Event Sponsor complies with all of the requirements of this Easement.

5.10.2 Event Scheduling. The City, at its sole discretion, shall have the right to schedule Events on the Property subject to the following terms and conditions:

- (a) The City shall be limited to a maximum of fifty (50) Event Days per calendar year and unused Event Days cannot be carried over into subsequent years;
- (b) All, or a portion, of the fifty (50) Event Days, may be Guaranteed Event Days.
- (c) Guaranteed Event days must be reserved by written notice to GTF more than ninety (90) days prior to the first day of an Event.

- (d) There shall not be more than seven (7) Guaranteed Event Days in any thirty (30) day period.
- (e) No more than seven (7) consecutive Guaranteed Event Days may be reserved;
- (f) The City may request, subject to GTF's approval in GTF's sole discretion, other Event Days on notice of no less than ninety (90) days, subject to the following conditions: (i) The City shall notify GTF of its request for an Event Day as early as possible; and (ii) all approved Event Days shall be counted as Event Days for purposes of section 5.10.2(a).
- (g) Procedures for notices under this section 5.10.2 shall be established in the Plan.

5.10.3 Event Exclusive Area. During authorized Events GTF may not conduct Commercial Forest Practices in areas of the Property that materially interfere with the Event or access to the Event.

5.10.4 Immunity. The Event Sponsor shall make its best efforts to manage Events so as to maximize the protection of the Parties under the Immunity Act, as amended, or other applicable statutory or common law protection.

5.10.5 Fire Hazard. The Event Sponsor shall cancel Events during High Fire Hazard Days.

5.11 Prohibition on Fires and Hazardous Substances.

5.11.1 Fire. The City shall not engage in or permit within the Property any of the following: (1) fires of any kind, including, but not limited to, any campfires, camp stove fires or other fires for cooking or barbequing; provided cooking facilities as authorized in the Substantive Element of the Plan shall be permitted; or (2) any flammable or explosive materials, including, but not limited to, fireworks, kerosene, gasoline, propane or other similar substances, except for gasoline or diesel for machinery used specifically for Trail and other recreational infrastructure construction, maintenance, or repair provided, if such gasoline or diesel is brought onto the Property, the City shall remove all such gasoline or diesel immediately after its use, and in no event shall any gasoline or diesel be stored or maintained on the Property overnight unless it is not feasible to remove such items overnight when a project is ongoing or the gas or diesel is safely contained and the amount is reasonable under the circumstances and does not create a fire hazard. Specific rules for use and handling of explosives and flammable materials shall be established in the Substantive Element of the Plan.

5.11.2 Hazardous Material. The Parties shall not cause or permit any Hazardous Material to be brought upon, kept, or used or disposed of on the Property by the Parties' agents, employees, contractors or invitees, except in strict compliance with this Easement and with all applicable federal, state and local laws, regulations, codes and ordinances. If either Party breaches the obligations stated in the preceding sentence, then such Party shall indemnify, defend and hold harmless the other Party from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses. As used in this section, "Hazardous Materials" means any hazardous, dangerous, toxic or harmful substance, material or waste, including biomedical waste, which is or becomes regulated by any local governmental authority, the State of Washington or the United States government due to its potential harm to the health, safety or welfare of humans or the environment.

5.12 Plan

5.12.1 Initial Plan. The Parties will adopt an initial Galbraith Mountain Management Plan.

5.12.2 Purpose. The Plan shall have two distinct purposes:

(1) First, to generally describe the City's plans and specifications for construction and maintenance of the Trail Network and operation and management of the Property including: (a) a program for fire and rescue; (b) the City's relationship with user groups and City Affiliates; (c) mapping and inventory of Trails, Logging Roads, and improvements within the Property; (d) the plan for Trail Network projects and anticipated timelines; (e) GTF's Commercial Forest Practices plan; (f) mechanisms for communication amongst City, City Affiliates, GTF, GTF Affiliates and Logging Contractor(s) to reduce conflicts between Commercial Forest Practices and Recreational Use of the Property; (g) notices under section 9.8; (h) any other matters that the Parties deem useful for coordinating activities; and (i) a description of any material changes in the condition of the Property. These elements of the Plan shall have no substantive effect and shall in no way modify or change the terms of this Easement ("Administrative Element"). Any change to the Administrative Element of the Plan requires both Parties' approval.

(2) Second, the following matters are set forth in the Plan, instead of this Easement, so they can be changed to adapt to future conditions by modification of the Plan: (a) insurance coverage requirements as is commercially reasonable under the conditions at the time of the adjustment; (b) risk allocation to enhance insurability of the Parties, the Trail Network Manager and Event Sponsor; (c) insurance forms, coverage amounts and endorsements; (d) the required liability insurance deductible adjusted as is commercially reasonable under the conditions at the time of the adjustment; (e) changes to accommodate modification of the City's self-insurance

program; (f) changes to comply with the Immunity Act as amended or similar statutes; (g) procedures for notices and responses under sections 5.10.2 (Events), 5.3.1 (Monitoring) and 5.7 (Timber Protection); (h) facilities for Events; (i) fuel storage pursuant to section 5.11; and (j) requirements and restrictions relating to classes. The elements described in this section 5.12.2(2) shall be referred to as "Substantive Elements". Substantive Elements may be amended by mutual agreement or through arbitration as set forth in section 5.12.

5.12.3 Plan Updates. Plan modifications may be initiated by either Party at any time to address any Substantive Element. Amendments to the Non-substantive Plan may be proposed by either Party at any time, but the City shall at least annually review the Administrative Plan and if appropriate propose changes. If no revision is made, then the last mutually adopted Administrative Plan shall remain in effect.

5.12.4 Dispute Resolution. In the event that the Parties are not able to agree on proposed changes to any of the Substantive Elements, either Party may demand arbitration. If an arbitration is commenced the arbitrator(s) shall have the power to resolve disputes concerning those matters included in the Substantive Elements. The arbitrator(s)' decision shall be final and binding. The arbitrator(s)' authority under this section 5.12.4 is limited to arbitration of disagreements between the Parties relating to proposed changes to the Substantive Elements.

5.12.5 Intent. Any change to the Substantive Plan shall be consistent with and based on the purpose and intent of the Parties as described in this Easement.

5.12.6 Procedure for Selecting Arbitrator. If the Parties cannot agree upon an arbitrator, then each Party shall appoint an arbitrator. The arbitrators appointed by the Parties shall in turn select a third arbitrator. The arbitration shall be conducted by all three arbitrators. The demand for arbitration shall be made by written notice and shall reasonably identify the nature of the dispute. Arbitration shall be conducted in Bellingham, Washington, unless agreed otherwise by the Parties.

6. Immunity.

Nothing in this Easement limits the ability of GTF or the City to independently, or as a united defense, avail themselves of the protections offered by any applicable law affording immunity, including, but not limited to the Immunity Act, as it may be amended or replaced from time to time.

7. Indemnification and Hold Harmless.

7.1 Claim Definition.

"Claim" means any and all third-party risks, claims, lawsuits, arbitration demands, judgments, causes of action, losses, damages, and reasonable costs associated with attorneys' fees, court costs, consulting fees, and lost personnel time and any expenses whatsoever related to this Easement and the Property (including the claimant's activities thereon) for bodily injury, sickness, disease, death, liens on either Party's interest in the Property or injury to or destruction of property. A third party is any party or entity not a party to this Easement.

7.2 Indemnification by GTF.

For any Claim occurring after the recording date of this Easement to the fullest extent permitted by law, GTF shall defend, indemnify and hold harmless the City, its officers, employees, elected officials, agents, volunteers, successors and assigns (collectively "City Indemnitees") from and against Claims to the extent caused by negligent or intentional acts or omissions of GTF, GTF Affiliates, Logging Contractor, subcontractor, anyone directly or indirectly employed by GTF or any one for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by City Indemnitees.

7.3 City Indemnity.

For any Claim occurring after the recording date of this Easement to the fullest extent permitted by law, the City shall defend, indemnify and hold harmless GTF, officers, employees, agents, volunteers, successors and assigns (collectively "GTF Indemnitees") from and against Claims to the extent caused by negligent or intentional acts or omissions of the City, anyone directly or indirectly employed by the City or any one for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by GTF Indemnitees.

7.4 Substantive Plan Indemnity.

Section 7.2 and 7.3 create a cross indemnification from the City to GTF and from GTF to the City. The City Affiliates and Logging Contractor are not required under these provisions to indemnify the Parties or each other. Future insurance requirements may make it necessary to add a requirement for indemnification and hold harmless from or for the benefit of the City Affiliates and Logging Contractor by change in the Substantive Element of the Plan; provided in no event shall the cross indemnity between the Parties be affected by such change.

7.5 RCW 4.24.115 Does Not Apply.

The Parties agree that RCW 4.24.115 does not apply to this Easement because this Easement is not "[a] covenant, promise, agreement, or understanding in, in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier

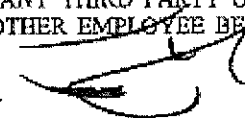
transportation contract." The consideration paid for this Easement is solely for the easements rights provided herein, and is not for any future improvements.

7.6 Waiver.

THE PARTIES WAIVE ANY IMMUNITY THEY MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS EASEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.


Initial


Initial



8.0 Insurance.

- 8.1 Logging Contractor Insurance. GTF shall require all Logging Contractors performing work on the Property to maintain commercial general liability insurance that satisfies the minimum insurance requirements for Logging Contractors set forth as one of the Substantive Elements of the Plan to be adopted pursuant to section 5.12.
- 8.2 Event Sponsor Insurance. The City shall require all Event Sponsors to maintain commercial general liability insurance that satisfies the minimum insurance requirements for Event Sponsors set forth as one of the Substantive Elements of the Plan adopted pursuant to section 5.12.
- 8.3 Trail Network Manager Insurance. The City shall require the Trail Network Manager to maintain commercial general liability insurance that satisfies the minimum insurance requirements for Trail Network Manager set forth as one of the Substantive Elements of the Plan to be adopted pursuant to Section 5.12.
- 8.4 GTF Insurance. GTF shall maintain commercial general liability insurance that satisfies the minimum insurance requirements for GTF set forth as one of the Substantive Elements of the Plan to be adopted pursuant to section 5.12.
- 8.5 City Insurance. Pursuant to Bellingham Municipal Code 4.16, the City is self-insured for third party claims and maintains a substantial liability loss fund for that purpose. Claimants under this fund submit claim forms to the Department of Finance initially; the claims themselves are adjudicated by the Risk Manager with review and appeal through the City Council. This fund is also the source of payment for settlements/judgments in litigation by third parties who claim negligence by the City. The City shall maintain excess liability insurance in addition to its self-insurance program. The City's self-insurance/excess insurance program shall cover those claims typically covered under both commercial general

liability and employers liability policies, and shall satisfy the minimum insurance requirements for the City insurance set forth as one of the Substantive Elements of the Plan.

8.6 Insurance Remedies. If a Party fails to have insurance or require another to obtain insurance, as required in sections 8.1, 8.2, 8.3, 8.4 and 8.5 of this Easement, the non-defaulting Party shall have the right to acquire additional insurance at the defaulting Party's expense, and seek injunctive relief as the non-defaulting Party's sole and exclusive remedy against the defaulting Party.

8.7 Logging. To ensure that there is an additional layer of insurance, the work described in the definition of Logging Contractor must be performed by a third party, which may include a GTF Affiliate. The Logging Contractor must satisfy all of the insurance requirements set forth in section 8.1.

9. General Provisions.

9.1 Injunction.

The Parties acknowledge and agree that the rights and responsibilities described in this Easement are perpetual and will require the Parties to coordinate their activities to comply with the requirements of this Easement to ensure that both GTF's Commercial Forest Practices and Recreational Use can continue within the Property in perpetuity. Because of the unique nature of the Property, and the relationship of the Parties, money damages may not, in certain instances, be adequate remedies for breach because of the difficulty of ascertaining damages and potential of a continuing breach that would make it inefficient to pursue damages. Therefore, the Parties agree that the Superior Court of Snohomish County shall have the power to grant injunctive relief in those circumstances where remedies at law are not adequate. Jurisdiction for any action for injunctive relief shall be in the Superior Court of Snohomish County. The injunctive relief provided for in this section is in addition to and not a limitation on any other remedies at law or in equity otherwise available to the Parties through the dispute resolution process set forth in section 9.2.

9.2 Dispute Resolution.

Except for those matters subject to arbitration under section 5.12.4, venue for all disputes shall be in the Superior Court of Snohomish County. If Snohomish County Superior Court declines venue for any lawsuit between the Parties because it involves an interest in real property, then the dispute shall be resolved by arbitration pursuant to the same process for selection of arbitrators and procedures as set forth in sections 5.12.4 and 5.12.5.

9.3 Attorneys' Fees and Costs.

In the event of any legal action arising under the terms of this Easement or the Supplemental Easements, including any litigation, or in the event it should be necessary for either Party to employ an attorney to enforce or interpret their rights pursuant to this Easement or the Supplemental Easements, the prevailing Party, may at the discretion of the Court, be entitled to recover from the non-prevailing Party all or some of its reasonable costs and attorneys' fees.

9.4 Assignment.

9.4.1 City. The City shall not assign any rights under this Easement or the Supplemental Easements, except to Whatcom County or the State of Washington, or if agreed in writing by the Parties, to any other governmental body; provided this restriction does not prohibit the City from using contractors or agents, including City Affiliates, to fulfill its duties under this Easement.

9.4.2 City Affiliates. Notwithstanding the foregoing, the City may grant to the City Affiliates a license, franchise or enter into a lease or rental agreement with the City Affiliates for some or all of the rights in real property granted to the City in this Easement; provided (a) such license, franchise or lease is subject to this Easement; and (b) the City is not released from its responsibilities under this Easement.

9.4.3 GTF. GTF may assign its rights and responsibilities under this Easement, subject to the conditions set forth in section 9.6.

9.4.4 Successors and Assigns. All covenants, terms, conditions, restrictions and rights set forth in this Easement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9.5 No Third Party Beneficiaries.

There are no third Party beneficiaries to this Easement or the Supplemental Easements except for Whatcom County and the State of Washington, regarding its assignment rights under section 9.4. Members of the public may not enforce this Easement or the Supplemental Easements.

9.6 GTF's Successors.

9.6.1 Right to Sell. The Property consists of various lots of record under the Whatcom County Subdivision Ordinance. GTF may convey legal Lots of record to GTF Affiliates and/or third parties. A third party purchaser of any portion of the Property shall be referred herein as "Purchaser". GTF Affiliates are not included in this definition.

9.6.2 Third Party Conveyance. Upon sale to a Purchaser of any portion of the Property ("Sale Parcel"), the rights and obligations of GTF contained in this Easement as they relate to the Sale Parcel conveyed to a Purchaser shall become the obligation of and may be enforced by the Purchaser. Unless GTF has assigned all of its rights and

obligations related to the Property, the following rights and responsibilities shall not pass to the Purchaser, but shall remain exclusively as rights and responsibilities of GTF: (i) enforcement of Trail development restrictions set forth in section 5.2; (ii) Trail length restriction requirements; (iii) section 5.2 Trail specifications; (iv) rights and responsibilities under section 5.3; (v) section 5.10; and (vi) section 5.12. If GTF conveys all of its interest in the Property then all of its rights and obligations under this Easement shall be assigned to the Purchaser of the last Sale Parcel conveyed, unless these rights and obligations have previously been assigned.

9.6.3 Insurance. Any Purchaser acquiring a Sale Parcel shall be required to satisfy as to their portion of the Property the insurance requirements set forth in section 8, all of which shall be in addition to the duty of GTF to maintain such insurance if GTF retains title to any of the Property.

9.6.4 Assignment/Assumption. GTF, at its sole discretion, may assign to a Purchaser all rights and responsibilities of GTF under this Easement provided: (a) the Purchaser owns a Sale Parcel and agrees to assume responsibility for all obligations of GTF; (b) the assignment and assumption of GTF's interest in this Easement is recorded with the Whatcom County Auditor; and (c) written notice of assignment and assumption is given to the City.

9.7 Permits / Cooperation. The Parties will require governmental approvals for some of their respective activities within the Property. The Parties agree to cooperate with one another by sharing information, responding to inquiries from governmental agencies with jurisdiction over use of the Property, signing consents and approvals as required for use and otherwise cooperating with one another to facilitate Recreational Use and Commercial Forest Practices in the Property consistent with the specific requirements of this Easement and the Supplemental Easements. If the Property is annexed by the City, this section shall not affect the City's legislative power or duties to enforce its ordinances.

9.8 Notices. Any notice, demand, request, consent, approval or communication that either Party wishes or is required to give to the other shall be in writing and shall be served as provided in the Plan.

9.9 Miscellaneous.

9.9.1 Grantor and Grantee. The terms City and GTF, wherever used in this Easement, shall include their successors and assigns, except section 9.6.2 shall continue to apply to GTF if GTF sells less than all of the Property to a third party.

9.9.2 Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the matters set forth herein and supercedes all prior discussion, negotiations, understandings and agreements relating to the Easement, all of which are merged herein.

9.9.3 Modification. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment signed by both Parties.

9.9.4 Counterparts. The Parties may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

9.9.5 Prior Encumbrances. This Recreational Use Easement is subject to those encumbrances of record for access and utilities on the date of recording of this Easement. Any mortgage or lien arising or recorded before the date of this Recreational Use Easement shall be subordinate to the terms of this Easement.

9.9.6 Non-Waiver of Breach. Failure of either Party at any time to require performance of any provision of this Easement or the Supplemental Easements shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Easement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

9.9.7 Severability. In case any one or more of the provisions contained in this Easement or the Supplemental Easements shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.9.8 Interpretation. This Easement and the Supplemental Easements shall be interpreted and construed to best fulfill the principal purposes of this Easement. Ambiguous terms shall neither be construed in favor of nor against either Party. The description of specific rights reserved or held by GTF shall not be construed as limiting GTF's rights to make any lawful use of the Property that is not a violation of this Easement. The Parties acknowledge that this Easement is subject to the implied covenant of good faith and fair dealings. Where permission, approval or agreement is required under this Easement, the Parties shall act reasonably, unless such act is expressly within the sole discretion of GTF or the City.

9.9.9 Communication. All information relating to the Property published or communicated in any medium shall be consistent with the terms of this Easement and the Plan.

IN WITNESS WHEREOF, the Parties hereunto enter this Easement the day and year first above written.

GRANTOR:

GALBRAITH TREE FARM, LLC

By [Signature]
ROBERT JANICKI, Manager

THE CITY OF BELLINGHAM

By [Signature] 8/21/18
KEELI J. LINCOLN, Mayor

Approved by Department Head:
[Signature]
LESLIE BRYSON
Bellingham Parks and Recreation Director

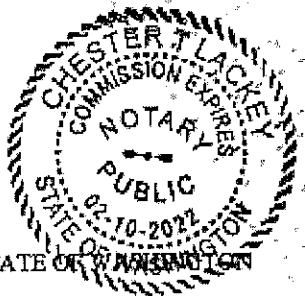
Attest:
[Signature]
Brian Henshaw, Finance Director

Approved as to Form
[Signature]
Office of the City Attorney

STATE OF WASHINGTON)
 : ss.
COUNTY OF WHATCOM)

On this 24 day of August, 2018, before me personally appeared ROBERT JANICKI, to me known, to be the Manager of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

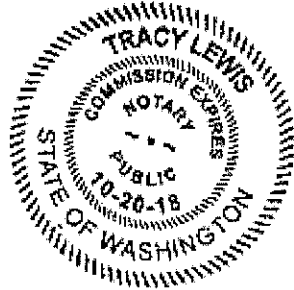


Chester T. Lackey
PRINTED NAME: CHESTER T. LACKEY
Notary Public in and for the State of Washington,
residing at Bellingham.
My Commission Expires: 2/10/22

STATE OF WASHINGTON)
 : ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Kelli J. Linville is the person who appeared before me and said person acknowledged that she signed this instrument, on oath and stated that she was authorized to execute the instrument and acknowledged it as the City of Bellingham Mayor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/21/18



Tracy Lewis
Notary Public in and for the State of Washington,
residing at Bellingham
My Commission Expires: 10/20/18

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

THE SOUTHEAST QUARTER, EXCEPT PART PLATTED AS "EAST HAVEN ADDITION TO FAIRHAVEN," WHATCOM COUNTY, WASHINGTON, RECORDED IN BOOK 2 OF PLATS, PAGE 82, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE;

TOGETHER WITH BLOCKS 1, 2, 3, 4, 5 AND 6, "EAST HAVEN ADDITION TO FAIRHAVEN," WHATCOM COUNTY, WASHINGTON, RECORDED IN BOOK 2 OF PLATS, PAGE 82, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE;

ALSO TOGETHER WITH GOVERNMENT LOTS 3 AND 4;

ALSO TOGETHER WITH THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER; ALL IN SECTION 2, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON

PARCEL B:

ALL OF BLOCKS 1, 2, 3, 4, MENLO PARK, AN ADDITION TO SEHOME AND FAIRHAVEN, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 68, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL C:

GOVERNMENT LOT 4 (ALSO DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER), SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON. ALSO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER, OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL D:

THE EAST HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL E:

THE ENTIRE PLAT OF ELECTRIC MOTOR LINE ADDITION TO FAIRHAVEN, (BLOCKS 1 TO 20, INCLUSIVE), BEING THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALL OF BLOCKS 1 THROUGH 9, INCLUSIVE; LOTS 1 THROUGH 9, 11 THROUGH 14, AND 16 THROUGH 22, BLOCK 10; LOTS 1 THROUGH 22, BLOCK 16, LOTS 1 THROUGH 11, BLOCK 17 AND ALL OF BLOCKS 11 THROUGH 14 AND 19 AND 20; DONOVAN AVENUE ADDITION TO FAIRHAVEN, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 83, RECORDS OF WHATCOM COUNTY, WASHINGTON;

PARCEL F:

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4 THAT LIE EAST OF THE WEST LINE OF A PIPELINE BASEMENT RECORDED UNDER AUDITOR'S FILE NUMBERS 779595 AND 789170, SECTION 4, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

EXCEPT ROADS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL G:

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALSO ALL OF GOVERNMENT LOTS 1 AND 2; GOVERNMENT LOT 4; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; GOVERNMENT LOT 3; THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE ENTIRE SOUTHWEST QUARTER; THE ENTIRE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALL OF BLOCKS 1 THROUGH 5, LOTS 1 THROUGH 22; BLOCK 6; LOTS 1 THROUGH 22, BLOCK 7; LOTS 1 THROUGH 22, BLOCK 8; ALL OF BLOCKS 9 AND 10; LOTS 1 THROUGH 22, BLOCK 11; ALL OF BLOCKS 12 THROUGH 15; LOTS 22, 23, AND 24, BLOCK 16; ALL OF BLOCKS 17 THROUGH 25; LOTS 1 AND 2 THROUGH 24, BLOCK 26; LOTS 1 THROUGH 24, BLOCK 27; AND ALL OF BLOCK 28, PLAT OF GREAT NORTHERN ADDITION TO FAIRHAVEN, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 23, RECORDS OF WHATCOM COUNTY, WASHINGTON;

PARCEL H:

A PORTION OF SECTIONS 9, 10, 11 AND 15, TOWNSHIP 37 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE EAST HALF OF SECTION 9 THAT LIE EAST OF THE WEST LINE OF A TRANS-MOUNTAIN OIL PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 789621, RECORDS OF WHATCOM COUNTY, WASHINGTON.

ALSO THE FOLLOWING PORTIONS OF SECTION 10:

ALL OF THE SOUTHEAST QUARTER; AND THOSE PORTIONS OF THE NORTH TWO-THIRDS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER THAT LIE EAST OF THE WEST LINE OF A TRANS-MOUNTAIN OIL PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 789620, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE NORTHWEST QUARTER; AND THE WEST HALF OF THE NORTHEAST QUARTER; AND ALL OF BLOCKS 5 THRU 8 OF MENLO PARK, RECORDED IN VOLUME 2 PAGE 68 OF PLATS, RECORDS OF WHATCOM COUNTY, WASHINGTON.

EXCEPT THE SOUTH ONE-THIRD OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE NORTH TWO-THIRDS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11.

ALSO THE FOLLOWING PORTIONS OF SECTION 15:

THE NORTH HALF OF THE NORTHEAST QUARTER;

SITUATE IN WHATCOM COUNTY, WASHINGTON.

TOGETHER WITH THE FOLLOWING SUPPLEMENTAL EASEMENTS

- (a) Ridge Trail Easement and Relocation Easement Agreement recorded under Whatcom County Auditor's File Number 2017-0603707.
- (b) 1000 Road Easement Agreement recorded under Whatcom County Auditor's File Number 2017-0603709.
- (c) Pipeline Easement Agreement recorded under Whatcom County Auditor's File Number 2017-06037008.

**EXHIBIT D
BENEFITED PARCELS
State Land**

Township 37 North, Range 03 East, W.M., Whatcom County

<u>Section</u>	<u>Legal Subdivision</u>	<u>Tax Parcel Number</u>
11	NE 1/4 SW 1/4, NW 1/4 SE 1/4 SW 1/4	3703111991980000 3703111650990000

EXHIBIT E
OPERATIONAL REQUIREMENTS

MOTOR VEHICLE SAFETY PRECAUTIONS AND REGULATIONS

- 1) Speed limit
 - a. A speed limit of 10 mph will be in place on all logging and vehicle access roads.
 - b. All DNR employees, contractors, timber sale purchasers and permittees using the easement area shall follow the above speed limit.

- 2) Safety Training
 - a. All DNR employees, contractors, timber sale purchasers and permittees using the easement area shall be provided a safety briefing as shown in Exhibit "E-1".
 - b. All DNR employees, contractors, timber sale purchasers and permittees using the easement area must have a copy of the safety briefing as shown in Exhibit "E-1" available on site at all times for inspection.
 - c. Safety briefing shall be focused on cyclist safety.

EXHIBIT E-1
SAFETY BRIEFING
TO BE ON SITE AT ALL TIMES

- 1) Speed limit
 - a. A speed limit of 10 mph is in effect on all logging and vehicle access roads.
 - b. All DNR employees, contractors, timber sale purchasers and permittees using the easement area shall follow the above speed limit.
 - c. Obey the speed limit, reduce speed for road conditions and drive defensively to avoid a crash with a cyclist.

- 2) Bicyclist Safety
 - a. Bicyclists always have priority and have the Right-of-Way.
 - b. Yield to bicyclists and do not underestimate their speed, this will help avoid turning in front of a bicyclist.
 - c. Yield at all trail/road intersections, look to the right and behind to avoid hitting a bicyclist approaching from the right rear.
 - d. When stopping, stop completely, look left, right, left and behind before turning.
 - e. Give cyclists room. Do not pass too closely. Pass bicyclists as you would any other vehicle.
 - f. When overtaking and passing a bicycle, maintain four (4) feet or greater as a safe passing distance.

**EXHIBIT F
EASEMENT
AMENDMENT**

When recorded return to:
Department of Natural Resources
Northwest Region
Attn: Annette Mesman
919 North Township Street
Sedro-Woolley, WA 98284



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

Grantor(s): Galbraith Tree Farms, LLC
Grantee(s): Department of Natural Resources
Legal Description: SW 1/4 SW 1/4 SW 1/4 S10, T37N, R03E
Assessor's Property Tax Parcel or Account Number: 37031000350150000
Cross Reference: N/A
DNR Easement No. 55-096782

EASEMENT AMENDMENT

THIS EASEMENT AMENDMENT is made by and between STATE OF WASHINGTON, acting by and through the Department of Natural Resources ("State") and GALBRAITH TREE FARMS, LLC, a corporation ("Grantor"), (collectively referred to as "Parties").

RECITALS

- A. On _____, Grantor and State entered into an easement agreement ("Easement") which was recorded in the records of Whatcom County, Washington on _____ under Auditor File No. _____ and filed in the Office of the Commissioner of Public Lands under file number 55-096782.

Easement Amendment

Page 1 of 8

B. The Parties desire to amend the Easement to provide for additional access road(s) to benefit State lands ("Amendment").

The Parties agree as follows:

AGREEMENT

Grantor, for and in consideration of mutual benefits, hereby grants and conveys, to State, its successors and assigns a non-exclusive easement over a parcel of land in Whatcom County legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of a centerline of a road located approximately as shown on Exhibit B.

This easement shall be deemed appurtenant to real property located in Whatcom County legally described as set forth in Exhibit C.

All exhibits referenced in the Amendment are incorporated as part of the Amendment and will only reflect changes resulting from this Amendment.

Except as amended hereby, the Easement shall remain in full force and effect as previously executed, and the Parties ratify the Easement as amended. The Amendment is limited as specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Easement. From and after the date hereof, all references to the Easement shall be deemed references to the Easement as amended.

The Amendment may be signed in counterparts, any one of which shall be deemed an original. Delivery by facsimile of an executed counterpart shall have the same effect as physical delivery of an original so long as the facsimile original is sent by overnight courier to the other party.

The Amendment requires the signature of the Parties and is effective on the date of the last signature below.

GALBRAITH TREE FARMS, LLC

Dated: _____, 20____.

Rob Janicki
Owner
103 North Township Street
Sedro-Woolley, WA 98284
(360) 856-2068

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____.

Angus Brodie
Deputy Supervise for Uplands

1111 Washington ST SE
PO Box 47001
Olympia WA 98504-7001



Approved as to form

By _____
Assistant Attorney General
for the State of Washington

REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Rob Janicki is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Owner of Galbraith Tree Farms, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Seal or stamp)

(Print Name)

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

My appointment expires _____

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Angus Brodie is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Seal or stamp)

(Print Name)

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

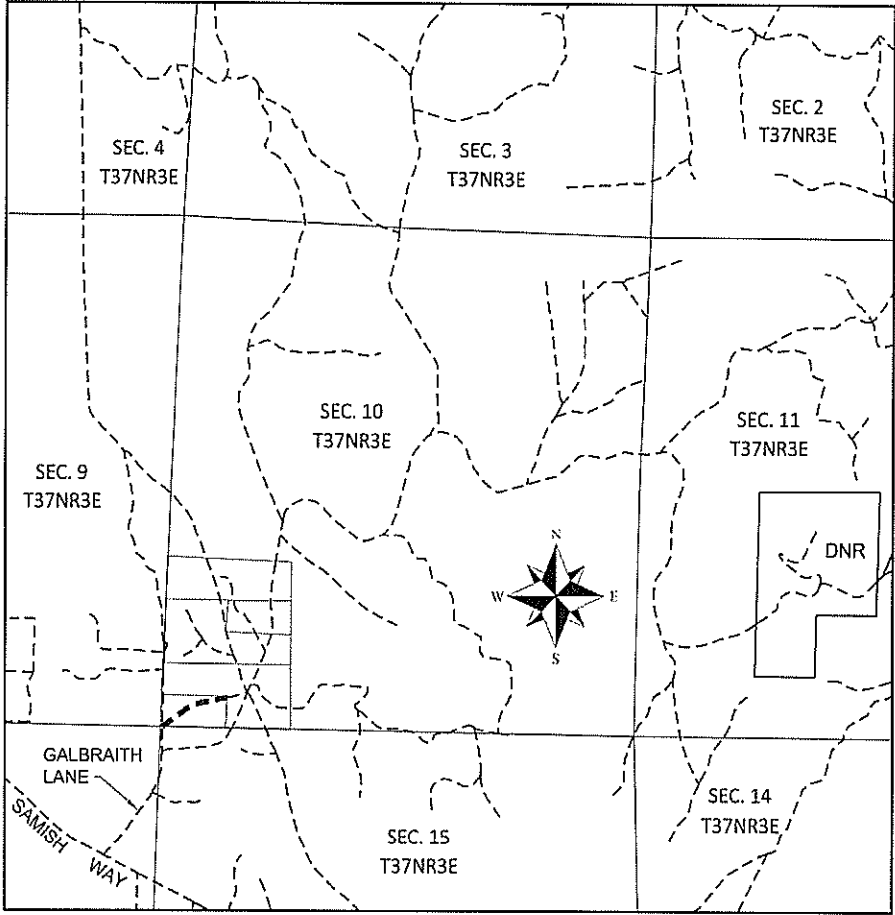
My appointment expires _____

**EXHIBIT A
BURDENED PARCEL(S)
Grantor Land**

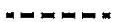

Township 37 North, Range 03 East, W.M., Whatcom County

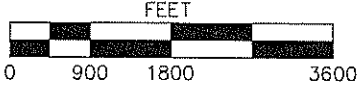
<u>Section</u>	<u>Legal Subdivision</u>	<u>Tax Parcel Number</u>
10	SW 1/4 SW 1/4 SW 1/4	37031000350150000

**EXHIBIT B
EASEMENT AMENDMENT AREA**



LEGEND

-  EASEMENT AMENDMENT AREA
-  EXISTING ROADS



**EXHIBIT C
BENEFITED PARCEL(S)
State Land**

Township 37 North, Range 03 East, W.M., Whatcom County

<u>Section</u>	<u>Legal Subdivision</u>	<u>Tax Parcel Number</u>
11	NE 1/4 SW 1/4, NW 1/4 SE 1/4 SW 1/4	3703111991980000 3703111650990000

Whatcom County Auditor
311 Grand Ave, Suite 103
Bellingham, WA 98225
360-778-5100

Receipt #: 128655 Receipt Date: 08/12/2020 01:57 PM
Station: 6 Cashier: SS
Receipt Name: GALBRAITH TREE FARM LLC

Comments:

RECORDING

Document #	Recording Date	Doc Type	Base Fee	NonStd	Other	Total
2020-0801760	08/12/2020 01:57:09 PM	I-EASE	149.50			\$149.50
Totals:			\$149.50	\$0.00	\$0.00	\$149.50

Thank You
Retain this receipt for your records

Receipt Total **\$149.50**
CHECK 2238 \$149.50