



TIMBER NOTICE OF SALE

SALE NAME: MALADJUSTED

AGREEMENT NO: 30-106773

AUCTION: January 29, 2025 starting at 10:00 a.m., Olympic Region Office, Forks, WA

COUNTY: Jefferson

SALE LOCATION: Sale located approximately 5 miles north of Quilcene for Units 1-3; 6 and 2 miles west of Quilcene for Units 4 and 5.

PRODUCTS SOLD AND SALE AREA:

All timber, except trees marked with a band of blue paint, bounded out by leave tree area tags, any downed western redcedar or timber that has been on the ground for five or more years, five years is defined by more than 1.5 inches of sap rot, all trees 60 inches or larger measured at Diameter at Breast Height (DBH); bounded by timber sale boundary tags, timber type change, and the PT-L-1000 in Unit 1; timber sale boundary tags and timber type change in Unit 2 and Unit 3; timber sale boundary tags, timber type change and the PT-Q-2400 and PT-Q-2000 in Unit 4, timber sale boundary tags, timber type change and the PT-Q-2400 and PT-Q-2420 roads in Unit 5.

All timber bounded by right of way boundary tags in Unit 6.

All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. Written approval from the State is required prior to cutting any trees 60 inches DBH or greater. If trees 60 inches DBH or greater needs to be felled for safety reasons, trees will be left in place where felled. Removal from the sale area is unauthorized and may invoke the use of clause G-230.

All forest products above located on part(s) of Sections 15 and 22 all in Township 27 North, Range 2 West, Sections 25 and 36 all in Township 28 North, Range 2 West, Section 30 all in Township 28 North, Range 1 West, W.M., containing 122 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

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

MINIMUM BID: \$881,000.00

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2026

ALLOCATION: Export Restricted



TIMBER NOTICE OF SALE

BID DEPOSIT: \$88,100.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: 100 % Ground

All units are restricted to shovel and feller bunchers only and forwarders on designated skid trails. Bunked forwarding with full suspension of the logs is required on the designated trail into Unit 2.

Felling and yarding are restricted from November 1 to June 30 in Units 1 and 2, and from November 1 to April 30 in Units 3, 4 and 5. All units are restricted on weekends, State recognized holidays, and from the hours of 8:00 pm to 6:00 am, unless authorized in writing by the Contract Administrator.

ROADS: 3.85 stations of required construction. 7.80 stations of optional construction. 198.55 stations of required prehaul maintenance. 18.50 stations of optional prehaul maintenance. Timber haul is restricted from November 1 to June 30 in Units 1 and 2, and from November 1 to April 30 in Units 3, 4 and 5. All units are restricted on weekends, State recognized holidays, and from the hours of 8:00 pm to 6:00 am, unless authorized in writing by the Contract Administrator.

Roadwork activities are restricted from November 1 to April 30, and on weekends and State recognized holidays, unless authorized in writing by the Contract Administrator.

ACREAGE DETERMINATION

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

FEES: Within 14 days of sale, purchaser must provide the DNR with a cashier's check made payable to DNR in the amount of \$949.00, for a Road Use Permit with Rayonier Operating Company, LLC.

\$52,649.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: There is intermittent barbed wire fence along the east private boundary of Unit 1. Some fencing may be imbedded in trees.

In Unit 2, the processing of logs and piling of slash must occur inside the unit on State land. Only processed logs may be forwarded to the 3+20 Spur landing.

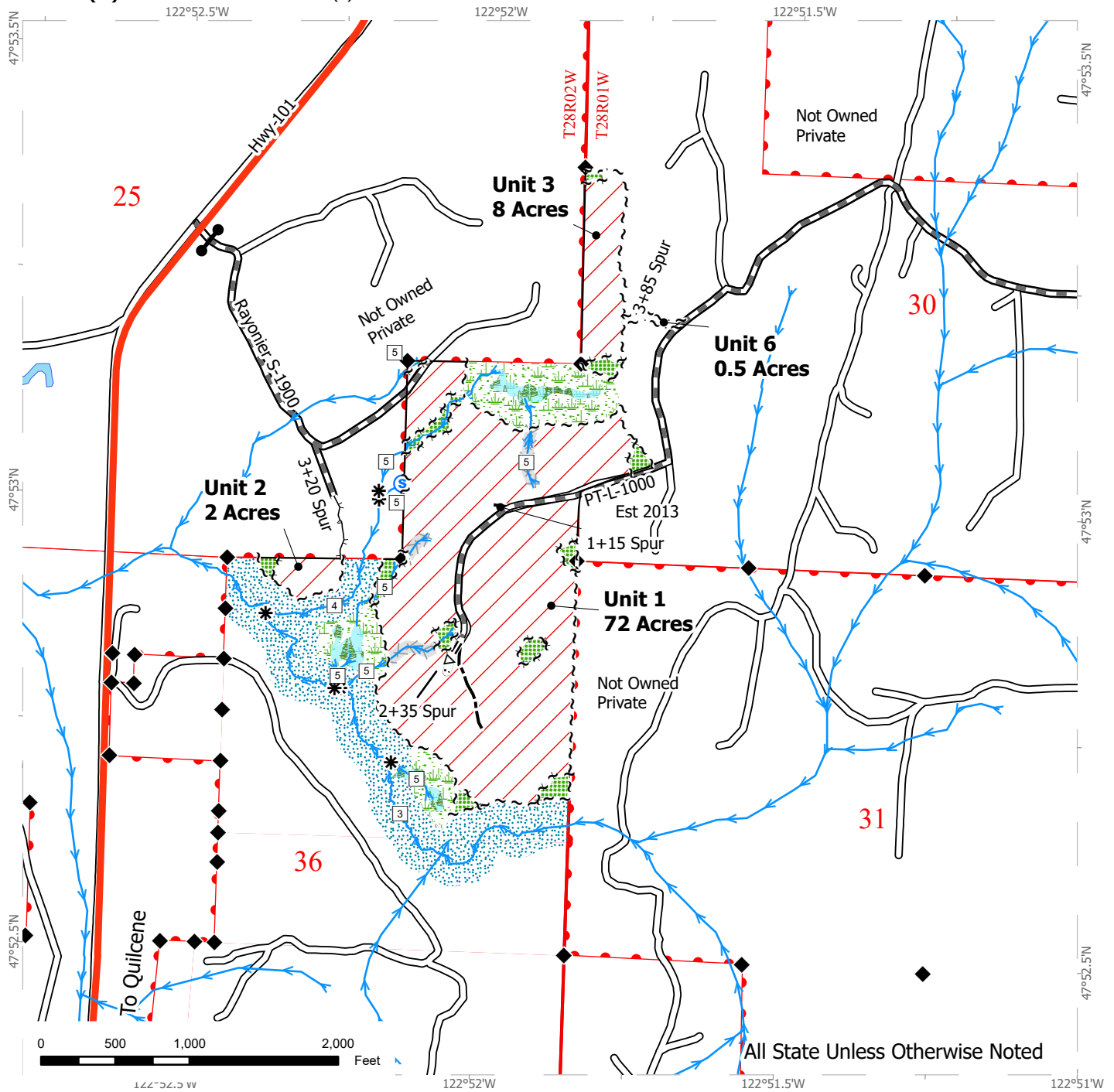
Decking and loading activities at the end of the 3+20 Spur are restricted to a 50ft X 50ft impacted area.

There are locked gates on the PT-L-1000, PT-Q-2200 and Rayonier's S-1900, contact Olympic Region Dispatch Center at 360-374-2800 to obtain a AA1 Key.

TIMBER SALE MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
TOWNSHIP(S): T27R2W, T28R1W, T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



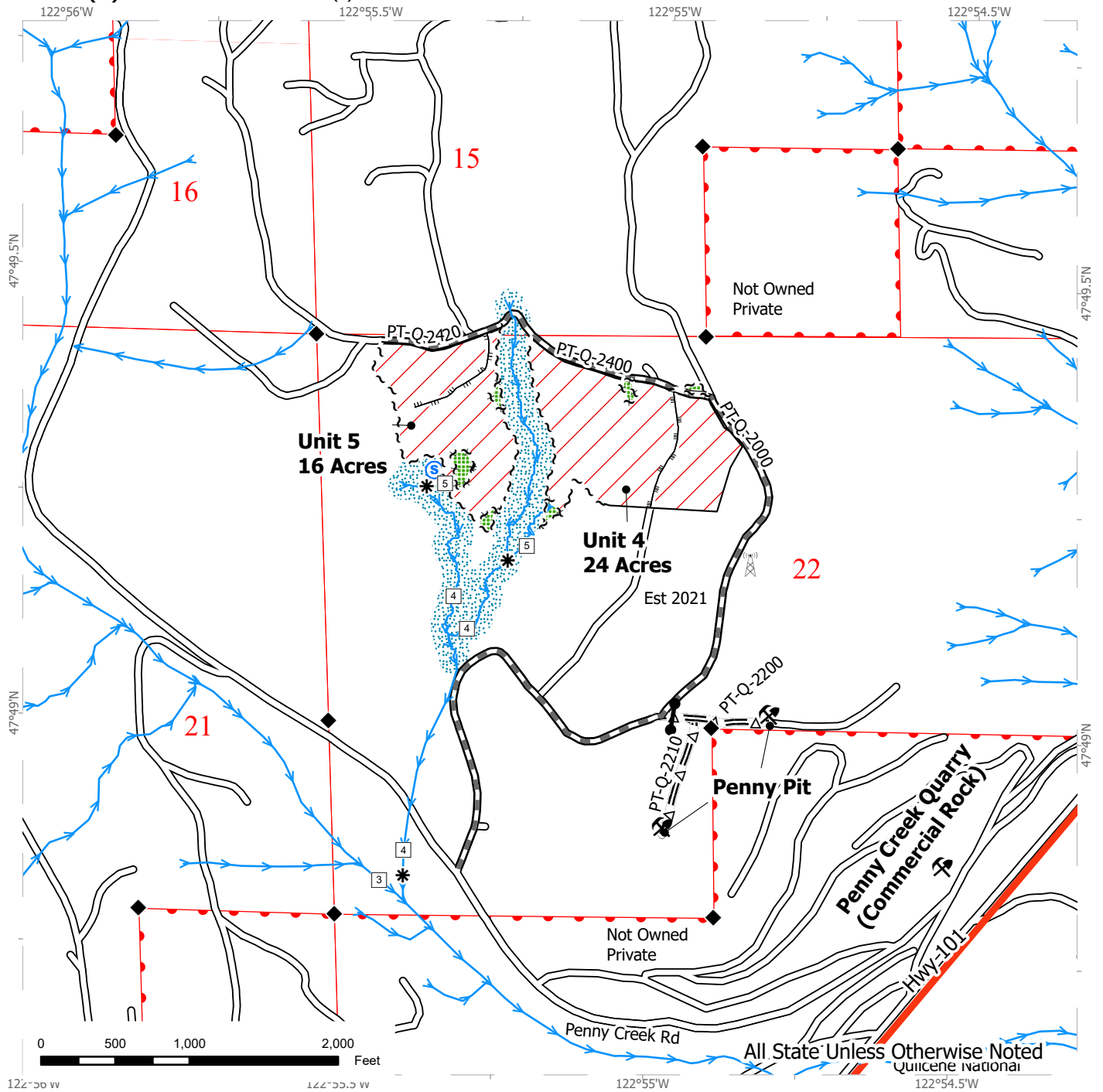
Variable Retention Harvest	Timber Type Change	Streams
Leave Tree Area	Equipment Limitation Zone	Stream Type
Forested Wetland	Existing Roads	Stream Break
Wetland Mgt Zone	Required Pre-Haul Maintenance	Gate (AA1)
Riparian Mgt Zone	Required Construction	Seep
Sale Boundary Tags	Optional Pre-Haul Maintenance	Survey Monument
Leave Tree Tags	Optional Construction	DNR Managed Lands
Right of Way Tags	Designated Skid Trail	



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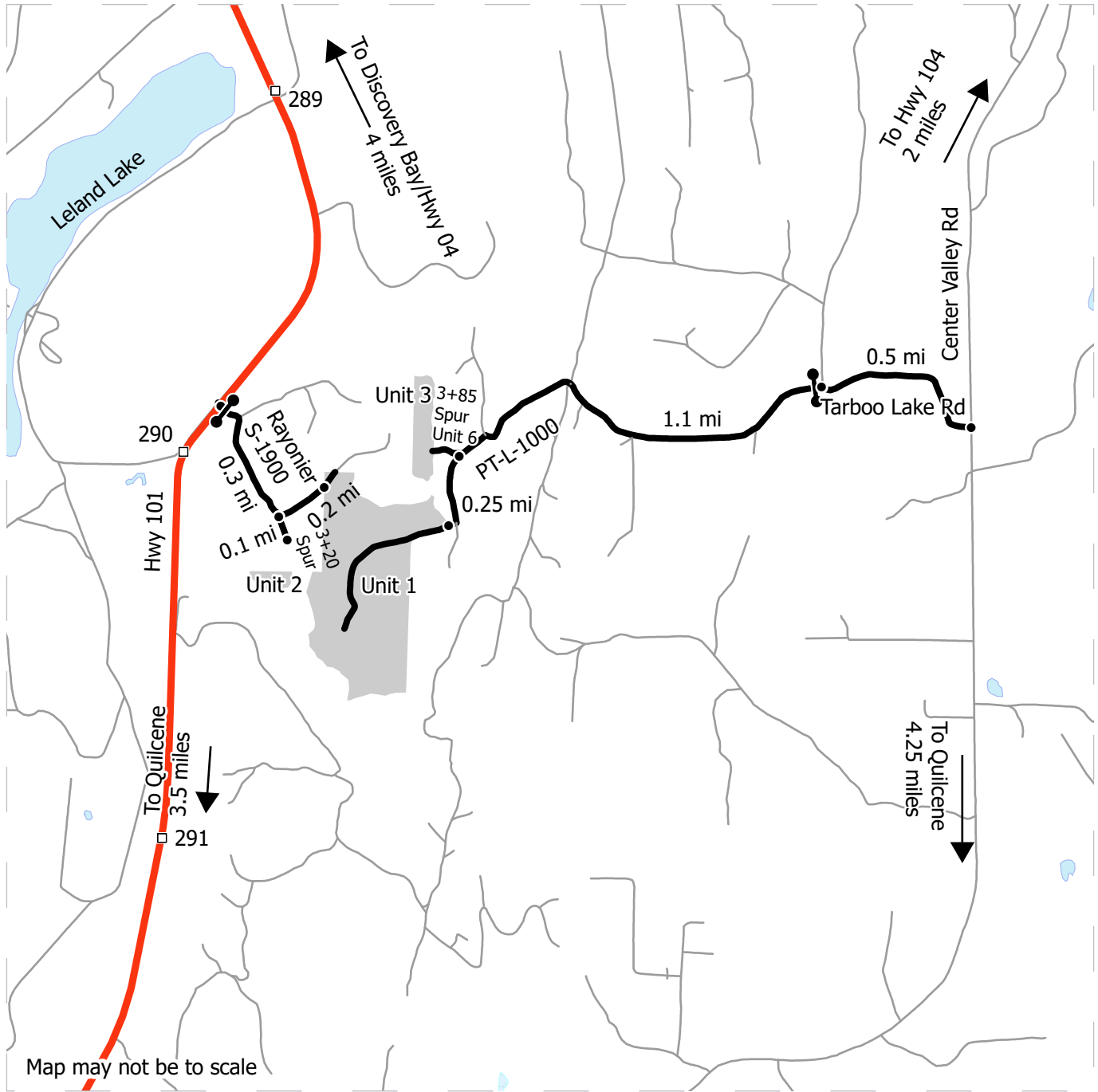
Variable Retention Harvest	Required Pre-Haul Maintenance	Rock Pit
Leave Tree Area	Optional Pre-Haul Maintenance	Gate (AA1)
Riparian Mgt Zone	Designated Skid Trail	Seep
Sale Boundary Tags	Streams	Survey Monument
Leave Tree Tags	Stream Type	DNR Managed Lands
Timber Type Change	Stream Break	
Existing Roads	Communication Tower	



DRIVING MAP

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Map may not be to scale

- Harvest Unit
- Highway
- Haul Route
- Other Route
- Milepost Marker
- Distance Indicator
- Gate (AA1)

DRIVING DIRECTIONS:

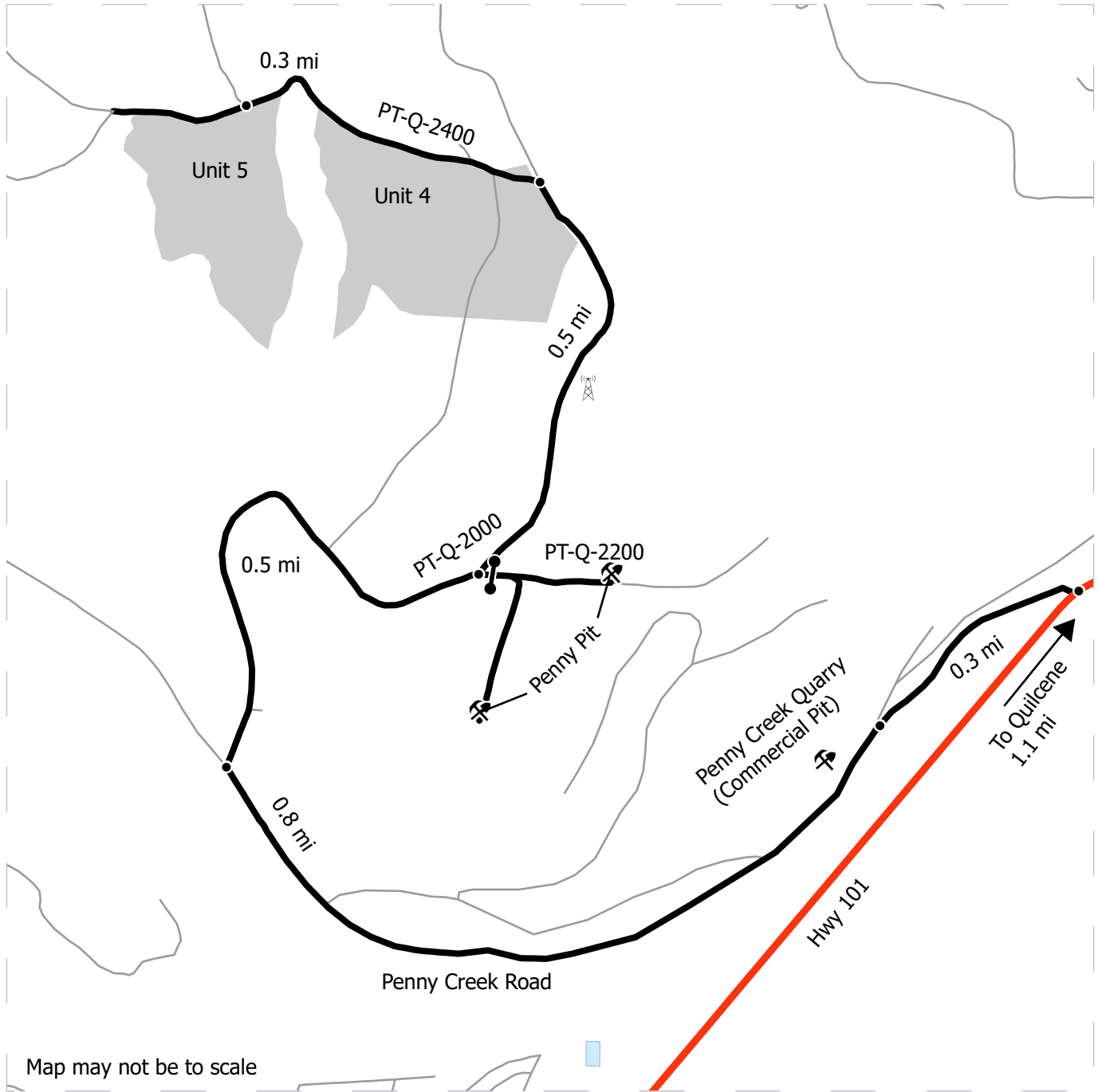
For Units 1, 3 & 6: Head south from Hwy 104 on Center Valley Rd for 2.7 mi. Turn right on Tarboo Lake Rd. Go 0.5 mi to PT-L-1000 Rd and gate. Continue through gate for 1.1 mi. Unit 6 (R/W) is on the right and leads to Unit 3.
 For Unit 1 continue 0.25 mi on PT-L-1000. Unit starts on right and road goes into Unit.
 For Unit 2: Head south on Hwy 101 from Hwy 104 for 4.8 mi. Turn left on Rayonier S-1900 through gate. Travel 0.3 mi to 3+20 Spur, turn right on spur. Unit is accessed via forwarding trail from end of spur.



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Map may not be to scale

- Harvest Unit
- Highway
- Haul Route
- Other Route
- Distance Indicator
- Gate (AA1)
- Communication Tower
- Rock Pit

DRIVING DIRECTIONS:

For Units 4 & 5: From Quilcene head southwest on Hwy 104 for 1.1mi. Turn right on Penny Creek Rd. Continue for 1.1 mi. Turn right on PT-Q-2000. Continue for 1 mi. Unit 4 is on the left. Continue 0.3 mi on left on PT-Q-2400 for Unit 5. Unit is on the left.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0106773

SALE NAME: MALADJUSTED

**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, except trees marked with a band of blue paint, bounded out by leave tree area tags, any downed western redcedar or timber that has been on the ground for five or more years, five years is defined by more than 1.5 inches of sap rot, all trees 60 inches or larger measured at Diameter at Breast Height (DBH); bounded by timber sale boundary tags, timber type change, and the PT-L-1000 in Unit 1; timber sale boundary tags and timber type change in Unit 2 and Unit 3; timber sale boundary tags, timber type change and the PT-Q-2400 and PT-Q-2000 in Unit 4, timber sale boundary tags, timber type change and the PT-Q-2400 and PT-Q-2420 roads in Unit 5.

All timber bounded by right of way boundary tags in Unit 6.

All forest products described above located on approximately 123 acres on part(s) of Sections 15, and 22 all in Township 27 North, Range 2 West, Sections 25, and 36 all in Township 28 North, Range 2 West, Section 30 in Township 28 North, Range 1 West W.M. in Jefferson County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Slash Piling Specifications
B	Green Tree Retention Plan

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2026.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

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

- e. Payment of \$786.00 per acre per annum for the acres on which an operating release has not been issued.
- 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.

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

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

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; PT-L-1000, 3+85 Spur, 1+15 Spur, 2+35 Spur, PT-Q-2000, PT-Q-2200, PT-Q-2210, PT-Q-2400, PT-Q-2420, Rayonier S-1900, & 3+20 Spur. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or

replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the PT-Q-2000, PT-Q-2200, PT-Q-2210, Rayonier S-1900, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement #55-002261; Golden Springs International; dated February 5, 1988

Road Use Permit #55-107431; Rayonier Operating Co. LLC; dated August 20, 2024

G-396 Public Hauling Permit

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

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$80,522.00. The total contract price consists of a \$0.00 contract bid price plus \$80,522.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser

agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Cutting and yarding will not be permitted from November 1 to June 30 in Units 1 and 2, and from November 1 to April 30 in Units 3, 4 and 5. All units are restricted on weekends, State recognized holidays, and from the hours of 8:00 pm to 6:00 am, unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

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

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may

require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-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-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using shovel, feller buncher and forwarder as shown on the logging plan map. 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. Bunked forwarding with full suspension of the logs is required on the designated trail into Unit 2.

H-131 Hauling Schedule

The hauling of forest products will not be permitted in Units 1 and 2 from November 1 through June 30, Units 3, 4 and 5 from November 1 through April 30 unless authorized in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. Purchaser must have all utility lines located before beginning road maintenance on the PT-Q-2000 road.
2. Purchaser shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
3. While felling timber, warning signs must be posted where all roads abut or enter the timber sale units.

4. The Purchaser shall notify all employees and subcontractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.

5. While hauling rock or timber, warning signs and CB must be posted on the Tarboo Lake & PT-Q-2000 road(s). Trucks entering roadway signs must be posted on either side of the intersection of Hwy 101 and the Rayonier S-1900 Road.

6. Purchaser shall perform abandonment on all skid trails and equipment trails. Abandonment shall consist of re-establishing natural drainage and natural slopes, fluffing compacted soil to an 18-inch depth using shovel grapples, placing stumps and debris back into the trail, and installing water bars, as directed by the Contract Administrator. All designated skid trails must be abandoned whether used or not and blocked with an earthen berm.

7. Purchaser must use the designated skid trail for forwarding wood from Unit 2. Trail impacts shall not exceed 20 feet in width.

8. A log fill crossing shall be installed over a wet area on the designated forwarding trail into Unit 2. The crossing is to be built with a shovel as directed and approved by the Contract Administrator prior to use. Upon completion of harvest and slash piling activities, the logs shall be removed with a shovel and hauled off private land.

9. In Unit 2, the processing of logs and piling of slash must occur inside the unit on State land. Only processed logs may be forwarded to the 3+20 Spur landing.

10. Decking and loading activities at the end of the 3+20 Spur are restricted to a 50ft X 50ft impacted area.

11. Slash must be piled in accordance with Schedule A

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. Written approval from the State is required prior to cutting any trees 60 inches DBH or greater. If trees 60 inches DBH or greater need to be felled for safety reasons, trees will be left in place where felled. Removal from the sale area is unauthorized and may invoke the use of clause G-230.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 7/12/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on all roads listed in the Road Plan, authorized in clause G-310 and not listed in clause C-060. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on the first 500' of the PT-L-1000, the PT-Q-2000 and Rayonier S-1900. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-010 Fire Hazardous Conditions

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

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

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

S-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser shall thoroughly clean all off road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved 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-110 Resource Protection

No equipment may operate within the leave tree areas, areas of standing water, or within 30 feet of streams (ELZs) as shown on the timber sale maps unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any stream, seep or wetland.

S-130 Hazardous Materials

- a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

As required by RCW 70.93, All Purchaser generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be

burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units 1 - 5.

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

William Wells

Print Name

Olympic Region Manager

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
Slash Piling Specifications

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

- A. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 30 feet wide. Piles shall be cone shaped and stable.
- B. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.
- C. Piles shall not be placed on large stumps or logs.
- D. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave trees, culverts, and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
- E. Piling shall be completed using an approved hydraulic shovel and grapples.
- F. Slash and displaced soil shall be removed from swales, irrigation ditches, natural drainage channels, and access roads concurrent with yarding.
- G. Removal of slash piles from State land is optional.

Schedule B
Green Tree Retention Plan

Leave the following:

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

<u>Unit #</u>	<u># of Individually Marked Trees</u>	<u># of Clumps</u>	<u># of Trees Clumped</u>	<u>Total # of Leave Trees</u>
1	5	2	33	38
2	80	5	177	257
3	27	1	37	64
4	29	3	96	192*
5	15	3	131	146

2.* 67 existing Douglas Fir snags with a minimum diameter of 15 inches DBH shall be manufactured to a safe working height of 15 feet and left standing as part of the leave tree requirements in Unit 4.

3. Snags not required to be felled for safety reasons may be left standing.

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



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)

Cruising Packet Checklist

Sale Name: Maladjusted

Legal:

Unit 1: Section 30 Township 28N Range 1W & Sections 25 & 36 Township 28N Range 2W

Unit 2: Section 36 Township 28N Range 2W

Unit 3 Section 30 Township 28N Range 1W

Unit 4: Section 22 Township 27N Range 2W

Unit 5: Section 15 & 22 Township 27N Range 2W

Grant(s) and %'s: 01 100% (Jefferson County)

Estimated Volume: 3795 MBF

District: Straits

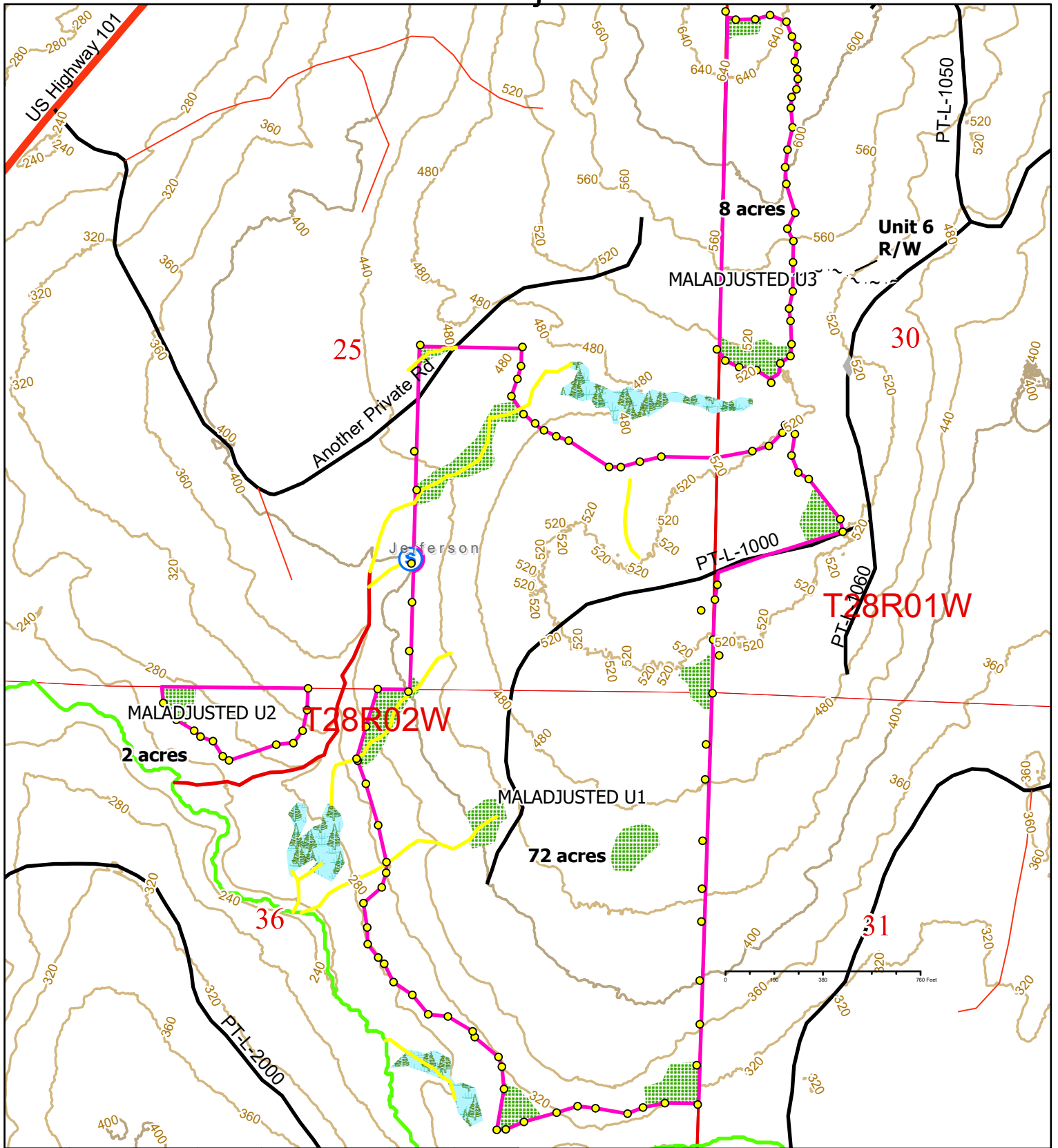
Lead Forester: Britt Davis

ITEMS INSIDE this PACKET

Check off

- | | |
|---|-----------|
| 1. Traverse Map with acreage | ___X___ |
| Λ Map scale (any scale as long as it's shown on map)
One Unit Per Map | ___X___ |
| Λ Traverse points and corner ties <small>(station numbers same as on the ground)</small> | ___X___ |
| Λ Declination used for Traverse | ___N/A___ |
| 2. Logging Plan / Sale area map: | |
| Λ Map scale (any scale – one unit per page) | ___X___ |
| Λ Streams and Riparian areas | ___X___ |
| Λ Roads, Landings, & recommended Parking Spot | ___X___ |
| Λ Retention trees, marked / tagged information | ___X___ |
| Λ Take tree, marked/tagged information | ___X___ |
| Λ Mgt. Unit & Sale Boundary tag location | ___X___ |
| Λ Right of Ways marked / tagged | ___X___ |
| 3. Pre-Cruise Narrative (include unit percentages for grants) | ___X___ |
| 4. Vicinity Map (no scale)
<small>(with marked roads, mileage and significant landmarks...also are there other pvt. roads, etc... which access the sale)</small> | ___X___ |
| 5. Gate Access – Keys needed? Units 1-3 are accessed via the PT-L-1000 road and need an OH1 key for the Rayonier gate. | |

Maladjusted



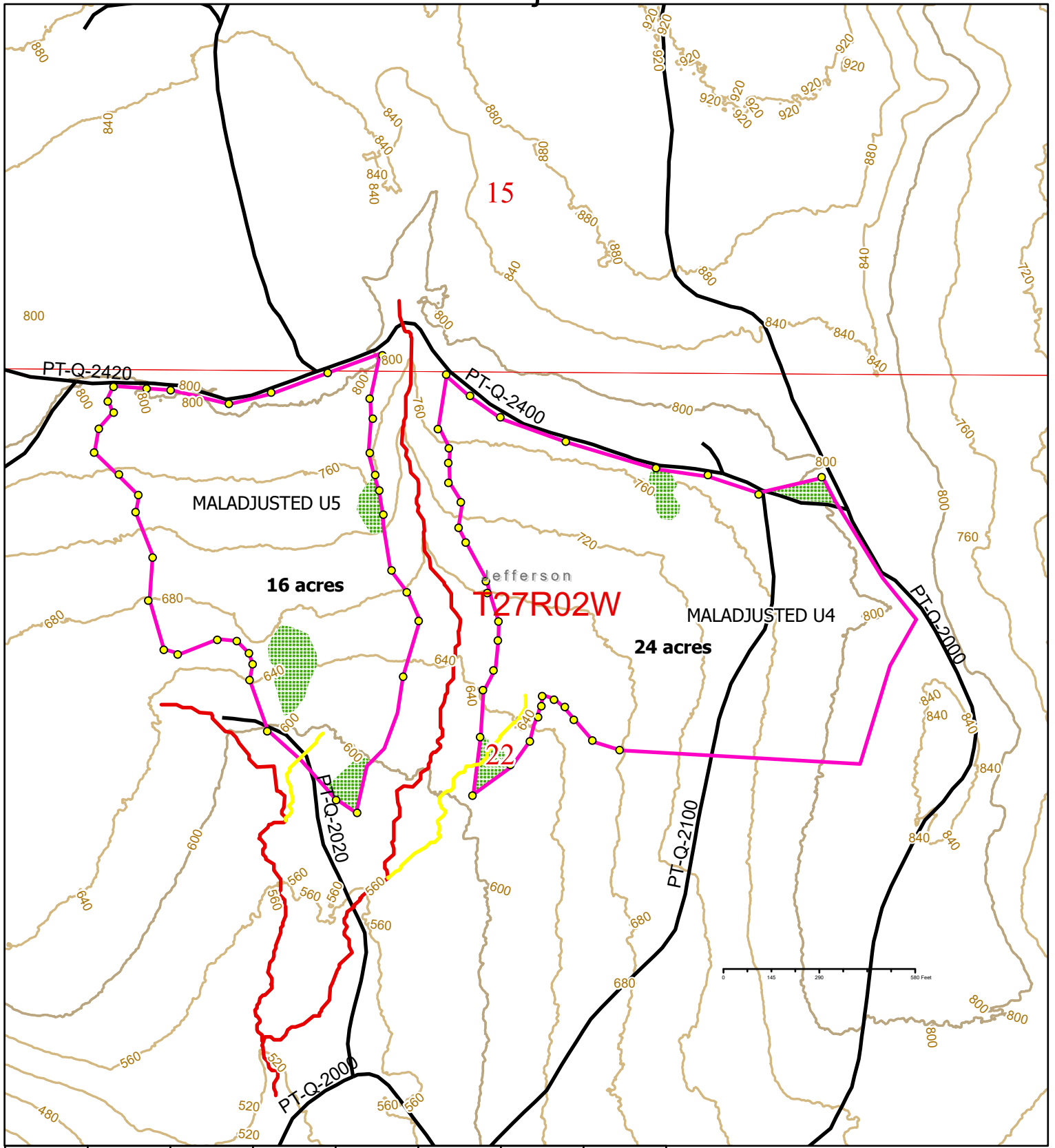
0 500 1,000 2,000 Feet

Legend

- Survey - Section Lines
- Survey - Township Lines
- Contours 40 ft
- Contours 200 ft
- T3 Stream
- T4 Stream
- T5 Stream
- Wetland
- Unit_Shapes
- LTA
- Traverse Points
- Unit 6 R W

1:6,200 N

Maladjusted



0 500 1,000 2,000 Feet

Legend

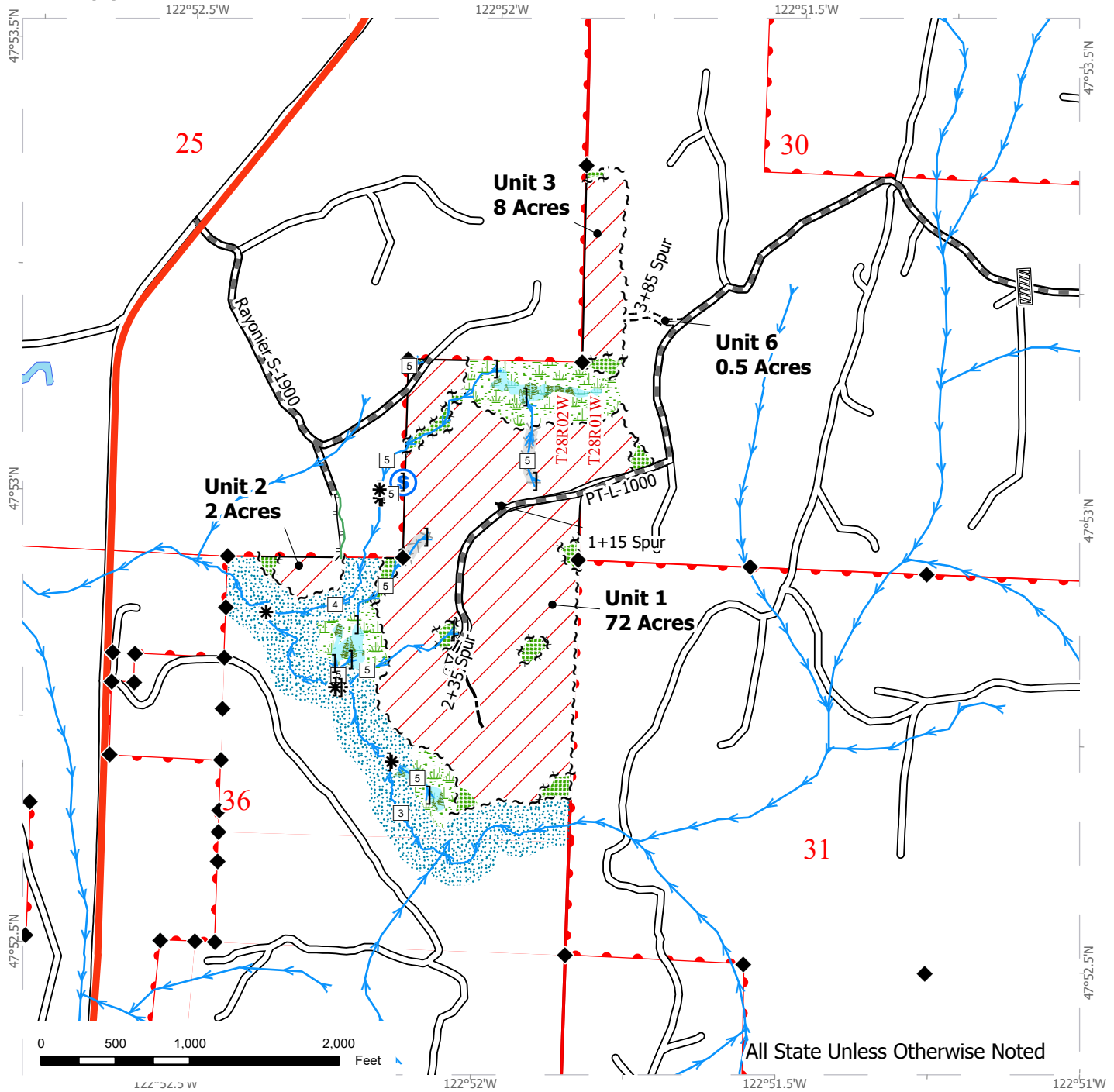
- Survey - Section Lines
- Survey - Township Lines
- Contours 40 ft
- Contours 200 ft
- T3 Stream
- T4 Stream
- T5 Stream
- Wetland
- Unit_Shapes
- LTA
- Traverse Points

1:4,800 N

TIMBER SALE MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
TOWNSHIP(S): T27R2W, T28R1W, T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



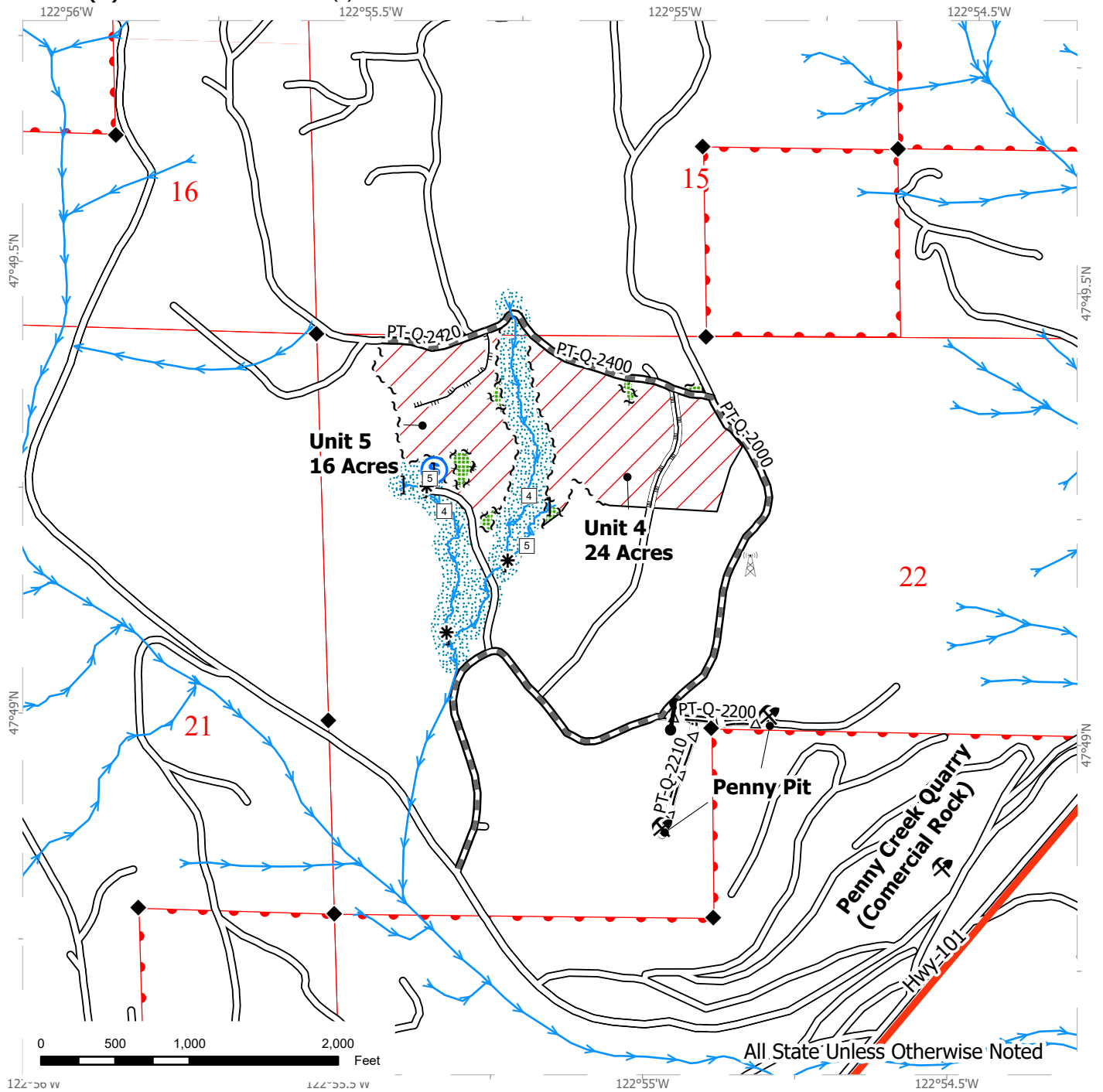
Variable Retention Harvest	Timber Type Change	Streams
Leave Tree Area	Equipment Limitation Zone	Stream Type
Forested Wetland	Existing Roads	Stream Break
Wetland Mgt Zone	Required Pre-Haul Maintenance	Culvert
Riparian Mgt Zone	Required Construction	Seep
Sale Boundary Tags	Optional Pre-Haul Maintenance	Survey Monument
Leave Tree Tags	Optional Construction	
Right of Way Tags	Designated Skid Trail	



TIMBER SALE MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
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REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



All State Unless Otherwise Noted

Variable Retention Harvest	Existing Roads	Stream Break
Leave Tree Area	Required Pre-Haul Maintenance	Communication Tower
Riparian Mgt Zone	Optional Pre-Haul Maintenance	Rock Pit
Sale Boundary Tags	Designated Skid Trail	Gate (AA1)
Leave Tree Tags	Streams	Seep
Timber Type Change	Stream Type	Survey Monument



PRE-CRUISE NARRATIVE

Sale Name: Maladjusted	Region: Olympic
Agreement #: 30-106773	District: Straits
Contact Forester: Britt Davis Phone / Location: 360-301-1327	County(s): Choose a county, Jefferson
Alternate Contact: Mark Benner Phone / Location: 360-708-1989	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Shovel	100%
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

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	Sec25, 36/Twp28N/Rng2W	01	105	28	4.8	0.7		71.5	GPS (Garmin)
2	Sec36/Twp28N/Rng 2W	01	6.2	3.5	0.3			2.4	GPS (Garmin)
3	Sec30/Twp28N/Rng 1W	01	8.5		0.8		0.2	7.5	GPS (Garmin)
4	Sec22/Twp27N/Rng 2W	01	29	4	0.7	0.3		24	GPS (Garmin)
5	Sec22/Twp27N/Rng 2W	01	28	9.8	1.1		0.7	16.4	GPS (Garmin)
6 R/W	Sec30/Twp28N/Rng 1W	01	0.5					0.5	GPS (Garmin)
TOTAL ACRES			177.2	45.3	7.7	1.0	0.9	122.3	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Variable retention harvest, dispersed leave trees marked with blue paint & clumps marked by leave tree area tags	None	226 Dispersed Leave trees and 398 Clumped in 9 Leave Tree Areas

2	Variable retention harvest, dispersed leave trees marked with blue paint & clumps marked by leave tree area tags	None	1 Dispersed Leave trees and 28 Clumped in 1 Leave Tree Area
3	Variable retention harvest, dispersed leave trees marked with blue paint & clumps marked by leave tree area tags	None	8 Dispersed Leave trees and 61 Clumped in 2 Leave Tree Areas
4	Variable retention harvest, dispersed leave trees marked with blue paint & clumps marked by leave tree area tags	None	29 Dispersed Leave trees and 96 Clumped in 3 Leave Tree Areas
5	Variable retention harvest, dispersed leave trees marked with blue paint & clumps marked by leave tree area tags	None	15 Dispersed Leave trees and 131 Clumped in 3 Leave Tree Areas
6 R/W	Clear-cut harvest, take trees marked by right-of-way boundary tags	None	

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	1 DF, 2 GF / 2574	Access on the PT-L-1000 through gate (OH1), drive past power lines up road to barrier. Hike in past barrier.	Traverse maps enclosed
2	1 DF, 2 RC / 90	Access either on PT-L-1000 (through gate (OH1)), drive past power lines up road hiking in across creek or via PT-L-2000, hike in across different creek. Unit will be harvested via Rayoner RUP off 101.	Traverse maps enclosed
3	1 DF, 2 RC / 235	Access on the PT-L-1000 through gate (OH1), drive past power lines up road to barrier. Hike into unit from PT-L-1000 via Unit 6 R/W.	Traverse maps enclosed
4	1 DF, 2 WH / 400	Access on the PT-Q-2400 via the PT-Q-2000. Unit downhill (south) side of the road.	Traverse maps enclosed
5	1 DF, 2 WH / 312	Access on the PT-Q-2400 via the PT-Q-2000. Unit downhill of the road.	Traverse maps enclosed
6 R/W	1 RA, 2 DF / 10	Access on the PT-L-1000 through gate (OH1), drive past power lines up road to barrier. Hike into unit from PT-L-1000.	Traverse maps enclosed
TOTAL MBF	3795		Traverse maps enclosed

REMARKS:

Grants: all units are 01 Trust.

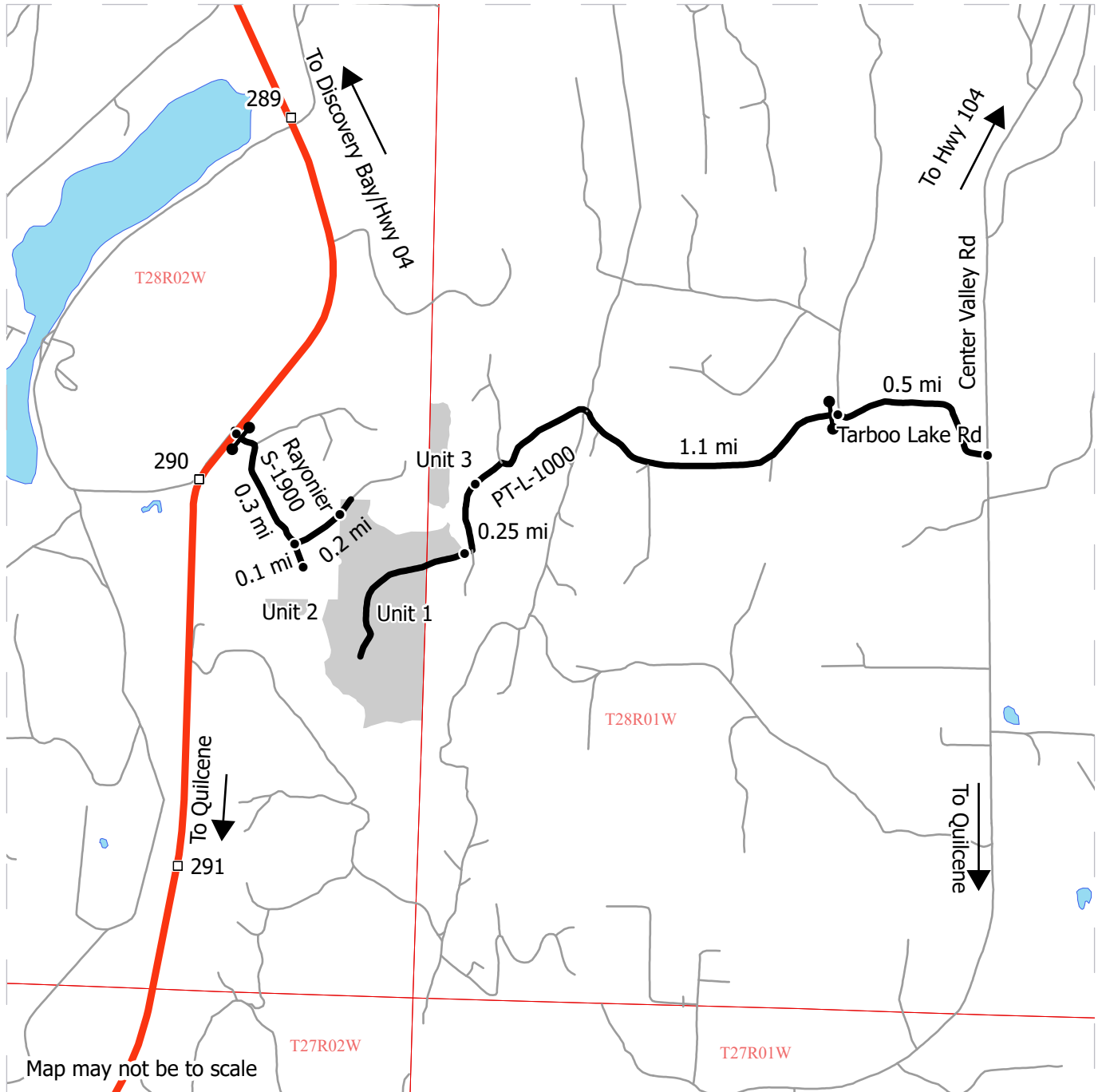
Locks: PT-L-1000 = OH1 (will be changed to AA1 during advertising period)

Prepared By: Britt Davis Date:	Title: State Lands Forester	CC: Mark Benner
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DRIVING MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
TOWNSHIP(S): T27R2W, T28R1W, T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



- Harvest Unit
- Highway
- Haul Route
- Other Route
- Milepost Marker
- Distance Indicator
- AA1 Gate (AA1)

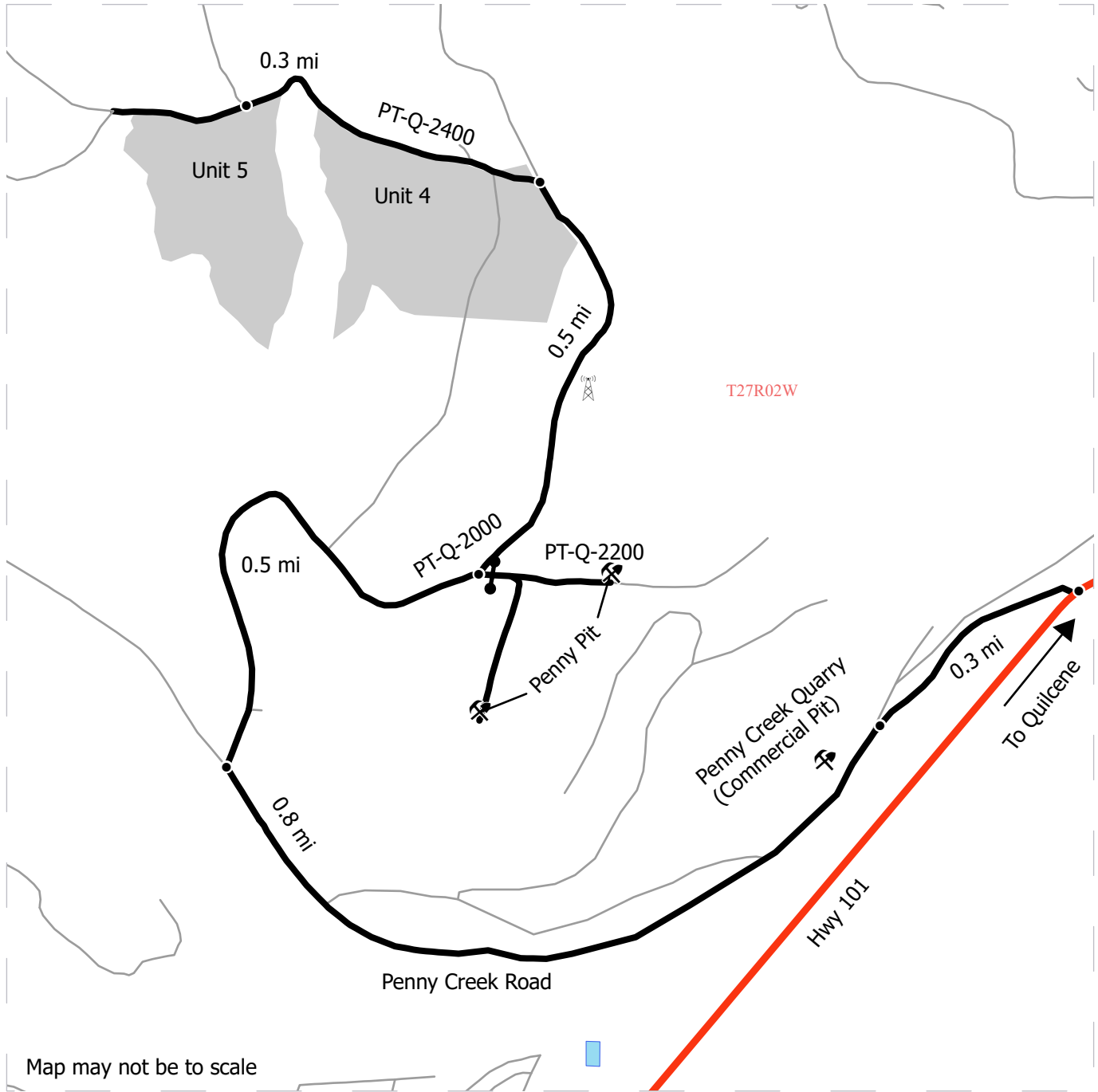
DRIVING DIRECTIONS:
 For Units 1, 3 & 6: Head south from Hwy 104 on Center Valley Rd for 2.7 mi. Turn right on Tarboo Lake Rd. Go 0.5 mi to PT-L-1000 Rd and gate. Continue through gate for 1.1 mi. Unit 6 (R/W) is on the right and leads to Unit 3.
 For Unit 1 continue 0.25 mi on PT-L-1000. Unit starts on right and road goes into Unit.
 For Unit 2: Head south on Hwy 101 from Hwy 104 for 4.8 mi. Turn left on Rayonier S-1900 through gate. Travel 0.3 mi to Spur, turn right on spur. Unit is accessed via forwarding trail from end of spur.
 For Units 4 & 5: From Quilcene head southwest on Hwy 104 for . Turn right on Penny Creek Rd. Continue for 1.1 mi. Turn right on PT-Q-2000. Continue for 1 mi. Unit 4 is on the left. Continue 0.3 mi on left on PT-Q-2400 for Unit 5. Unit is on the left.



DRIVING MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
TOWNSHIP(S): T27R2W, T28R1W, T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



Map may not be to scale

- Harvest Unit
- Highway
- Haul Route
- Other Route
- Distance Indicator
- Gate (AA1)
- Communication Tower
- Rock Pit

DRIVING DIRECTIONS:

For Units 1, 3 & 6: Head south from Hwy 104 on Center Valley Rd for 2.7 mi. Turn right on Tarboo Lake Rd. Go 0.5 mi to PT-L-1000 Rd and gate. Continue through gate for 1.1 mi. Unit 6 (R/W) is on the right and leads to Unit 3.
 For Unit 1 continue 0.25 mi on PT-L-1000. Unit starts on right and road goes into Unit.
 For Unit 2: Head south on Hwy 101 from Hwy 104 for 4.8 mi. Turn left on Rayonier S-1900 through gate. Travel 0.3 mi to Spur, turn right on spur. Unit is accessed via forwarding trail from end of spur.
 For Units 4 & 5: From Quilcene head southwest on Hwy 104 for . Turn right on Penny Creek Rd. Continue for 1.1 mi. Turn right on PT-Q-2000. Continue for 1 mi. Unit 4 is on the left. Continue 0.3 mi on left on PT-Q-2400 for Unit 5. Unit is on the left.



Timber Sale Cruise Report Maladjusted

Sale Name: MALADJUSTED

Sale Type: LUMP SUM

Region: OLYMPIC

District: STRAITS

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is located near Quilcene off of the PT-L-1000 and the PT-Q-2400. An OH1 or AA1 key is needed to access the units.

Cruise Design:

For this sale I used a 54.44/40 BAF combo for unit 1 and a 40 BAF for all other units. Merch height was determined at 40% of the diameter at 16'. All logs were cruised in 40' lengths.

Timber Quality:

This sale is mostly mature DF. A few of the units have been thinned leaving larger well-spaced DF. There are sections with some scattered RC, RA and GF mixed in the sale. Common defects are sweep, forked tops and spike knots.

Logging and Stand Conditions:

This sale is mostly flat but does tend to have a thick brush component making travel difficult in spots.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	18.7	8.6		2,802	1,297	1,268	237	
RA	10.9			166			162	3
GF	13.8			92		78	15	
RC	22.4			30		28	1	
WH	17.0			7		5	1	
ALL	17.1	8.6		3,097	1,297	1,379	417	3

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	24,764	10,942	11,600	2,221	
RA	1,551			1,532	19
GF	853		717	136	
RC	261		251	11	
WH	74		58	16	

Tons by Grade					
Sp	All	2 Saw	3 Saw	4 Saw	Utility
ALL	27,503	10,942	12,627	3,916	19

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 (%)
209.5	3.7	118.2	1.9	25,319	4.4

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
MALADJUSTED U1	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	71.5	77.1	36	12	0
MALADJUSTED U2	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.4	2.7	2	2	0
MALADJUSTED U3	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	7.5	8.3	5	5	0
MALADJUSTED U4	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	24.0	24.6	14	7	0
MALADJUSTED U5	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	16.4	17.5	10	8	0
Unit 6	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.5		1	1	0
All		122.3	130.1	68	35	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	13.8	40	11,157	10,515	5.8	10,854.3	1,286.0
DF	LIVE	2 SAW	HQ-B	13.8	34	88	88	0.0	88.1	10.8
DF	LIVE	3 SAW	Domestic	8.8	40	10,843	10,370	4.4	11,600.3	1,268.2
DF	LIVE	4 SAW	Domestic	5.6	27	1,984	1,940	2.2	2,221.3	237.3
GF	LIVE	3 SAW	Domestic	8.0	40	664	635	4.3	717.1	77.6
GF	LIVE	4 SAW	Domestic	5.1	23	124	120	3.2	135.9	14.7
RA	LIVE	4 SAW	Domestic	6.0	34	1,410	1,328	5.8	1,531.9	162.4
RA	LIVE	UTILITY	Pulp	6.0	16	28	28	0.0	18.8	3.4
RC	LIVE	3 SAW	Domestic	11.7	36	283	231	18.5	250.7	28.3
RC	LIVE	4 SAW	Domestic	5.2	32	11	11	0.0	10.7	1.3

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
WH	LIVE	3 SAW	Domestic	10.8	40	48	43	10.5	58.5	5.2
WH	LIVE	4 SAW	Domestic	5.3	33	11	11	0.0	15.8	1.3

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	6.2	32	6,023	2.5	7,117.9	736.6
DF	9 - 11	LIVE	Domestic	10.5	40	6,287	5.4	6,703.8	768.9
DF	12 - 14	LIVE	Domestic	13.4	40	7,750	5.8	8,336.0	947.8
DF	12 - 14	LIVE	HQ-B	13.8	34	88	0.0	88.1	10.8
DF	15 - 19	LIVE	Domestic	15.5	40	2,765	5.6	2,518.4	338.2
GF	5 - 8	LIVE	Domestic	5.7	31	369	1.1	411.1	45.1
GF	9 - 11	LIVE	Domestic	10.2	40	386	6.9	441.9	47.3
RA	5 - 8	LIVE	Domestic	6.0	34	1,328	5.8	1,531.9	162.4
RA	5 - 8	LIVE	Pulp	6.0	16	28	0.0	18.8	3.4
RC	5 - 8	LIVE	Domestic	6.2	33	30	0.0	33.2	3.6
RC	9 - 11	LIVE	Domestic	10.1	36	62	13.5	67.2	7.6
RC	12 - 14	LIVE	Domestic	14.1	36	34	22.2	39.6	4.2
RC	15 - 19	LIVE	Domestic	16.2	36	116	22.2	121.4	14.2
WH	5 - 8	LIVE	Domestic	5.3	33	11	0.0	15.8	1.3
WH	9 - 11	LIVE	Domestic	10.8	40	43	10.5	58.5	5.2

Cruise Unit Report MALADJUSTED U1

Unit Sale Notice Volume (MBF): MALADJUSTED U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	19.7	8.6		2,045	1,153	781	112
RA	10.8			117			117
GF	13.8			92		78	15
ALL	17.7	8.6		2,255	1,153	858	244

Unit Cruise Design: MALADJUSTED U1

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	71.5	77.0	36	12	0

Unit Cruise Summary: MALADJUSTED U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	45	141	3.9	5
RA	5	18	0.5	0
GF	5	8	0.2	0
ALL	55	167	4.6	5

Unit Cruise Statistics: MALADJUSTED U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	213.2	46.6	7.8	134.1	17.8	2.6	28,603	49.9	8.2
RA	20.0	288.8	48.1	81.9	12.3	5.5	1,639	289.1	48.5
GF	12.1	306.4	51.1	106.8	14.2	6.4	1,292	306.7	51.5
ALL	245.3	29.6	4.9	128.5	21.5	2.9	31,534	36.6	5.7

Unit Summary: MALADJUSTED U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	45	ALL	19.7	87	111	30,043	28,603	4.8	100.7	213.2	48.0	2,045.1
GF	LIVE	CUT	5	ALL	13.8	66	83	1,348	1,292	4.2	11.6	12.1	3.3	92.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RA	LIVE	CUT	5	ALL	10.8	50	60	1,734	1,639	5.5	31.4	20.0	6.1	117.2
ALL	LIVE	CUT	55	ALL	17.7	77	97	33,124	31,534	4.8	143.7	245.3	57.4	2,254.7
ALL	ALL	CUT	55	ALL	17.7	77	97	33,124	31,534	4.8	143.7	245.3	57.4	2,254.7

Cruise Unit Report MALADJUSTED U2

Unit Sale Notice Volume (MBF): MALADJUSTED U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	21.1			73	44	27	3
ALL	21.1			73	44	27	3

Unit Cruise Design: MALADJUSTED U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.4	2.7	2	2	0

Unit Cruise Summary: MALADJUSTED U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	11	5.5	0
ALL	11	11	5.5	0

Unit Cruise Statistics: MALADJUSTED U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	220.0	12.9	9.1	138.9	17.8	5.4	30,566	22.0	10.6
ALL	220.0	12.9	9.1	138.9	17.8	5.4	30,566	22.0	10.6

Unit Summary: MALADJUSTED U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	21.1	90	114	32,242	30,566	5.2	90.6	220.0	47.9	73.4
ALL	LIVE	CUT	11	ALL	21.1	90	114	32,242	30,566	5.2	90.6	220.0	47.9	73.4
ALL	ALL	CUT	11	ALL	21.1	90	114	32,242	30,566	5.2	90.6	220.0	47.9	73.4

Cruise Unit Report MALADJUSTED U3

Unit Sale Notice Volume (MBF): MALADJUSTED U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	16.6			67	16	43	8
RC	22.4			30		28	1
RA	11.5			9			9
WH	17.0			7		5	1
ALL	16.6			112	16	76	20

Unit Cruise Design: MALADJUSTED U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	7.5	8.3	5	5	0

Unit Cruise Summary: MALADJUSTED U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	10	2.0	0
RC	5	5	1.0	0
RA	2	2	0.4	0
WH	1	1	0.2	0
ALL	18	18	3.6	0

Unit Cruise Statistics: MALADJUSTED U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	80.0	117.3	52.4	111.5	18.8	5.9	8,919	118.8	52.8
RC	40.0	141.4	63.2	98.5	11.4	5.1	3,941	141.9	63.5
RA	16.0	223.6	100.0	75.6	24.8	17.5	1,210	225.0	101.5
WH	8.0	223.6	100.0	109.1	0.0	0.0	873	223.6	100.0
ALL	144.0	24.8	11.1	103.8	19.8	4.7	14,942	31.7	12.0

Unit Summary: MALADJUSTED U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	16.6	72	90	9,276	8,919	3.8	53.2	80.0	19.6	66.9
RA	LIVE	CUT	2	ALL	11.5	47	56	1,277	1,210	5.3	22.2	16.0	4.7	9.1
RC	LIVE	CUT	5	ALL	22.4	75	94	4,795	3,941	17.8	14.6	40.0	8.5	29.6
WH	LIVE	CUT	1	ALL	17.0	75	94	954	873	8.5	5.1	8.0	1.9	6.5
ALL	LIVE	CUT	18	ALL	16.7	66	83	16,303	14,942	8.3	95.1	144.0	34.7	112.1
ALL	ALL	CUT	18	ALL	16.7	66	83	16,303	14,942	8.3	95.1	144.0	34.7	112.1

Cruise Unit Report MALADJUSTED U4

Unit Sale Notice Volume (MBF): MALADJUSTED U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	15.2	8.5		372	51	253	67	
RA	12.0			6			4	2
ALL	15.1	8.5		378	51	253	72	2

Unit Cruise Design: MALADJUSTED U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	24.0	24.6	14	7	0

Unit Cruise Summary: MALADJUSTED U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	26	52	3.7	2
RA	1	1	0.1	0
ALL	27	53	3.8	2

Unit Cruise Statistics: MALADJUSTED U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	148.6	34.1	9.1	104.3	11.5	2.3	15,497	36.0	9.4
RA	2.9	374.2	100.0	86.6	0.0	0.0	247	374.2	100.0
ALL	151.4	33.1	8.8	104.0	11.8	2.3	15,744	35.1	9.1

Unit Summary: MALADJUSTED U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	26	ALL	15.2	68	85	16,310	15,497	5.0	117.9	148.6	38.1	371.9
RA	LIVE	CUT	1	ALL	12.0	60	74	276	247	10.5	3.6	2.9	0.8	5.9
ALL	LIVE	CUT	27	ALL	15.1	67	84	16,587	15,744	5.1	121.5	151.4	38.9	377.9
ALL	ALL	CUT	27	ALL	15.1	67	84	16,587	15,744	5.1	121.5	151.4	38.9	377.9

Cruise Unit Report MALADJUSTED U5

Unit Sale Notice Volume (MBF): MALADJUSTED U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	15.2	8.5		239	33	163	43	
RA	10.8			34			32	2
ALL	13.9	8.5		273	33	163	75	2

Unit Cruise Design: MALADJUSTED U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	16.4	17.5	10	8	0

Unit Cruise Summary: MALADJUSTED U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	26	35	3.5	2
RA	7	7	0.7	0
ALL	33	42	4.2	2

Unit Cruise Statistics: MALADJUSTED U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	140.0	41.0	13.0	104.3	11.5	2.3	14,603	42.5	13.1
RA	28.0	269.8	85.3	73.2	12.4	4.7	2,049	270.1	85.4
ALL	168.0	21.9	6.9	99.1	17.3	3.0	16,652	27.9	7.5

Unit Summary: MALADJUSTED U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	26	ALL	15.2	68	85	15,369	14,603	5.0	111.1	140.0	35.9	239.5
RA	LIVE	CUT	7	ALL	10.8	51	62	2,175	2,049	5.8	44.0	28.0	8.5	33.6
ALL	LIVE	CUT	33	ALL	14.1	63	78	17,544	16,652	5.1	155.1	168.0	44.4	273.1
ALL	ALL	CUT	33	ALL	14.1	63	78	17,544	16,652	5.1	155.1	168.0	44.4	273.1

Cruise Unit Report Unit 6

Unit Sale Notice Volume (MBF): Unit 6

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	10.0			5	1	4
ALL	10.0			5	1	4

Unit Cruise Design: Unit 6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.5		1	1	0

Unit Cruise Summary: Unit 6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	4	4	4.0	0
ALL	4	4	4.0	0

Unit Cruise Statistics: Unit 6

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	160.0	0.0	0.0	68.5	6.2	3.1	10,960	6.2	3.1
ALL	160.0	0.0	0.0	68.5	6.2	3.1	10,960	6.2	3.1

Unit Summary: Unit 6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	10.0	46	55	10,960	10,960	0.0	293.4	160.0	50.6	5.5
ALL	LIVE	CUT	4	ALL	10.0	46	55	10,960	10,960	0.0	293.4	160.0	50.6	5.5
ALL	ALL	CUT	4	ALL	10.0	46	55	10,960	10,960	0.0	293.4	160.0	50.6	5.5



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

FPA/N No: 2618483

Effective Date: 9/20/2024

Expiration Date: 9/20/2027

Shut Down Zone: 653S, 652NE

EARR Tax Credit: Eligible Non-eligible

Reference: Department of Natural Resources
Maladjusted

Decision

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

FPA/N Classification

Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

4 years 5 years

Conditions on Approval/Reasons for Disapproval

Issued By: Levi Puksta

Region: Olympic

Title: Forest Practices Forester

Date: 9/20/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: Krista Pagel *Kd Pagel* Date: 9/20/2024

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Olympic Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical & Mailing Address</u> 411 Tillicum Lane Forks, WA 98331

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

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I, Choose an item., caused the Notice of Decision for FPA/N No. Click or tap here to enter text. to be placed in the United States mail at Forks, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

(Date)

(City & State where signed)

(Signature)

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

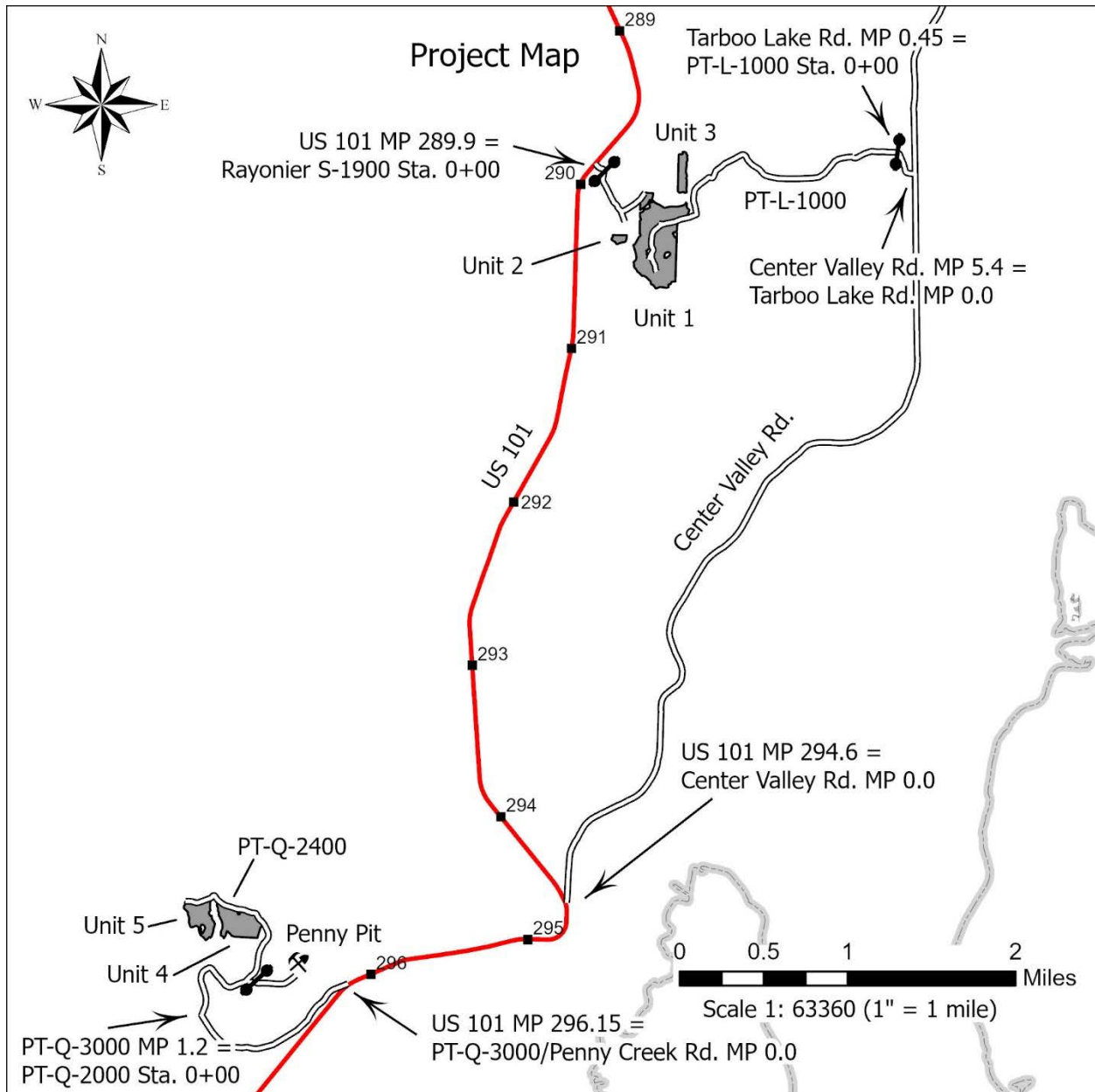
MALADJUSTED TIMBER SALE ROAD PLAN
JEFFERSON COUNTY
STRAITS DISTRICT
OLYMPIC REGION

AGREEMENT NO.: 30-106773

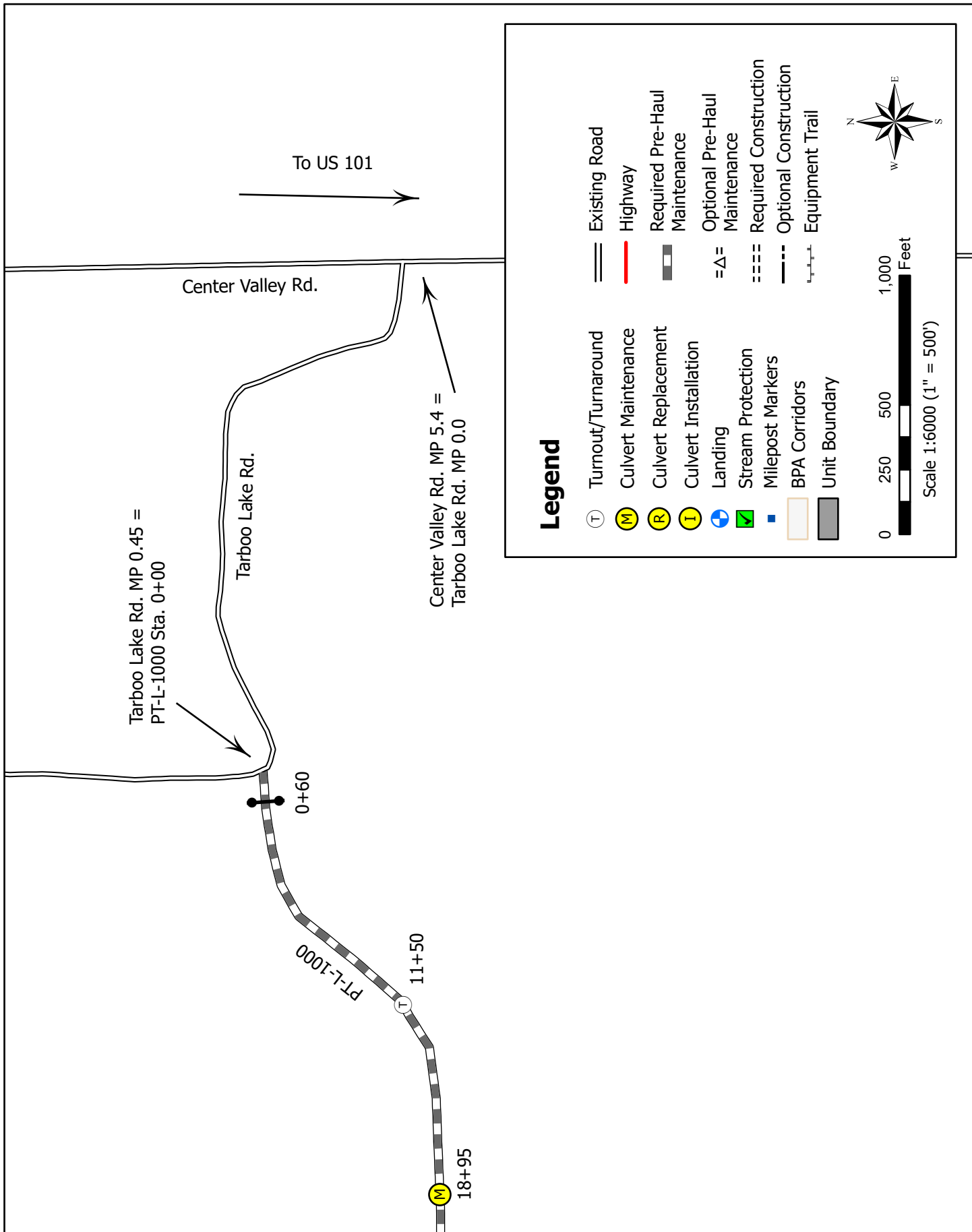
DISTRICT ENGINEER: GREG ELLIS

DATE: 07/12/2024

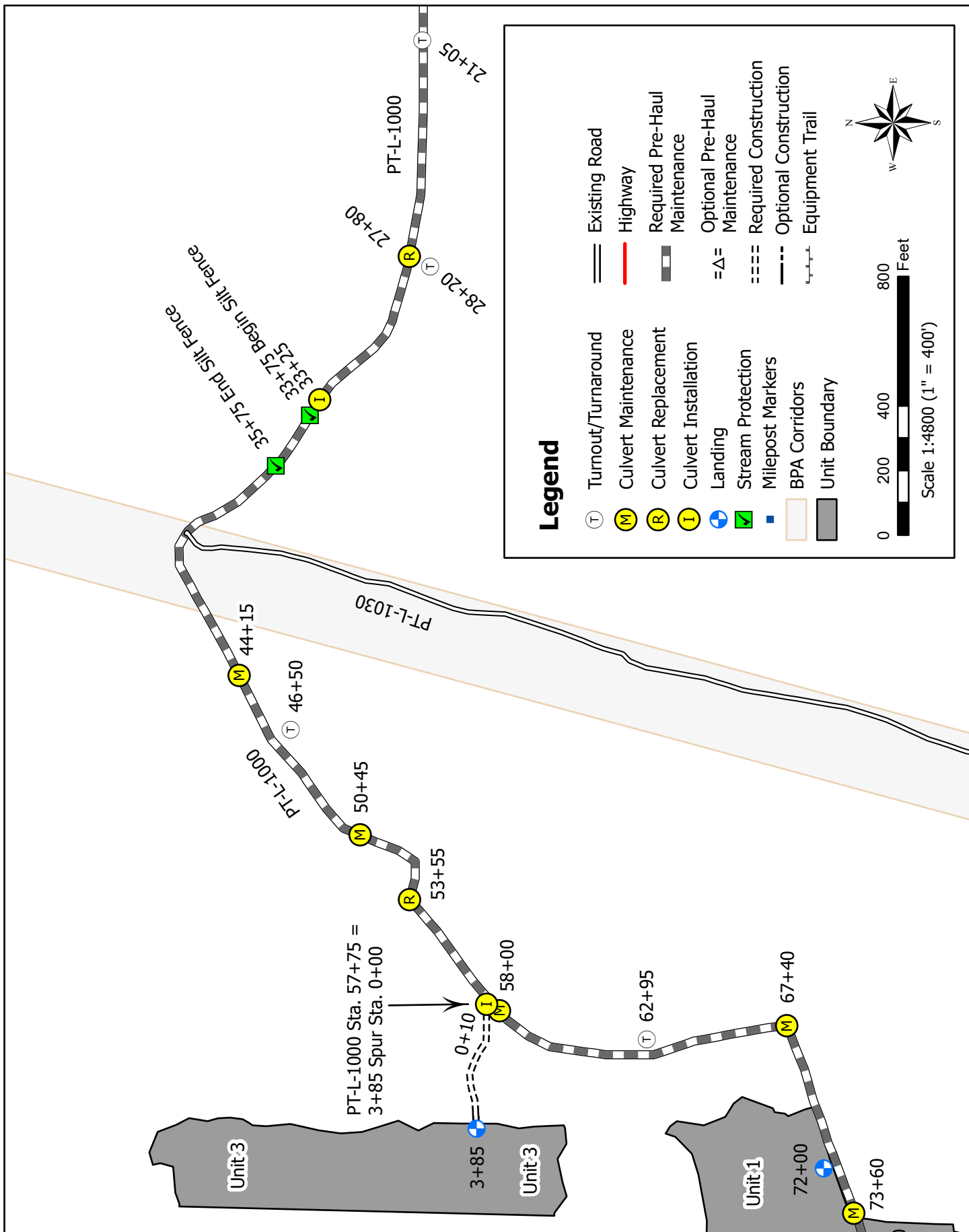
DRAWN & COMPILED BY: EMMA HEIN



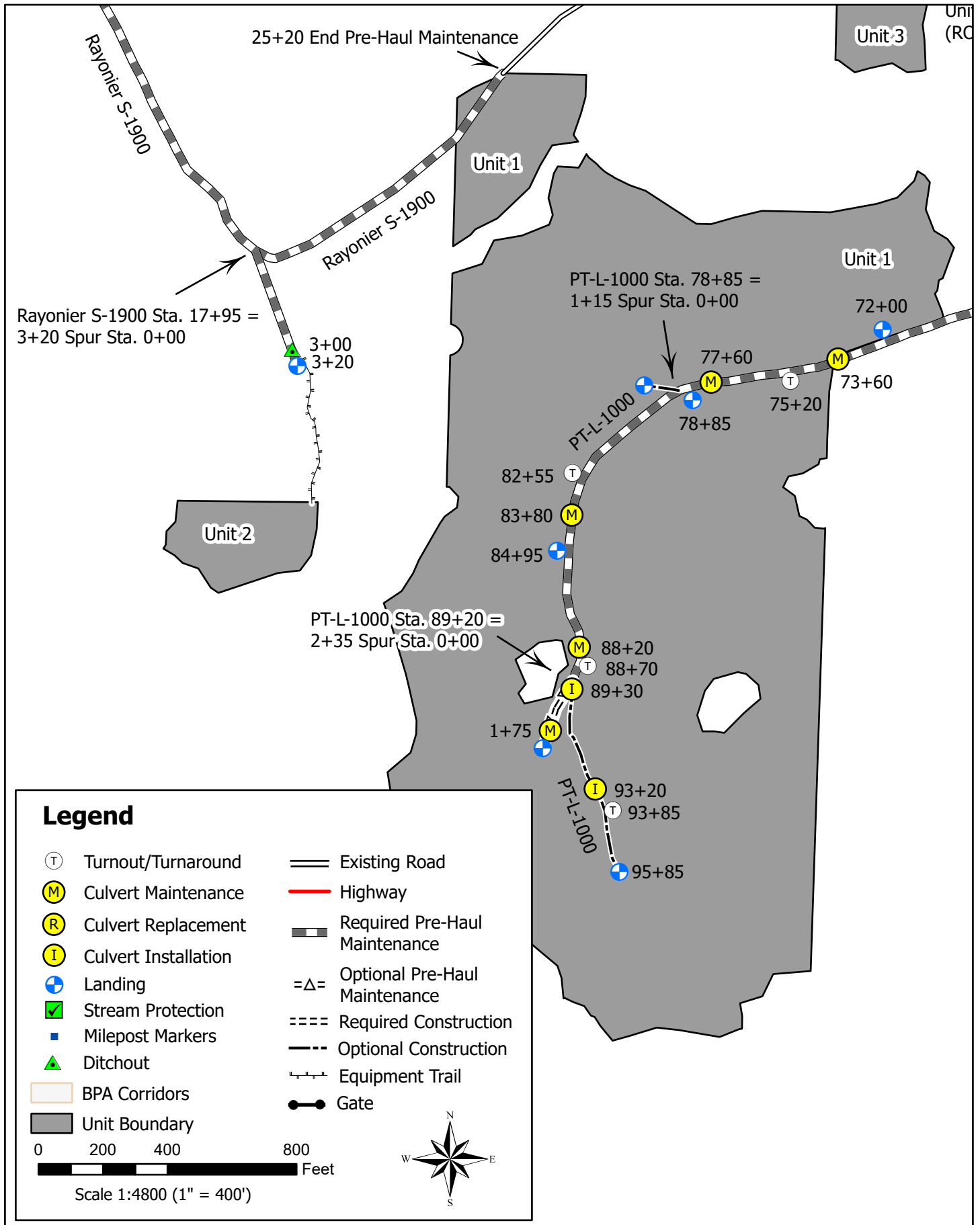
PT-L-1000 Work Map



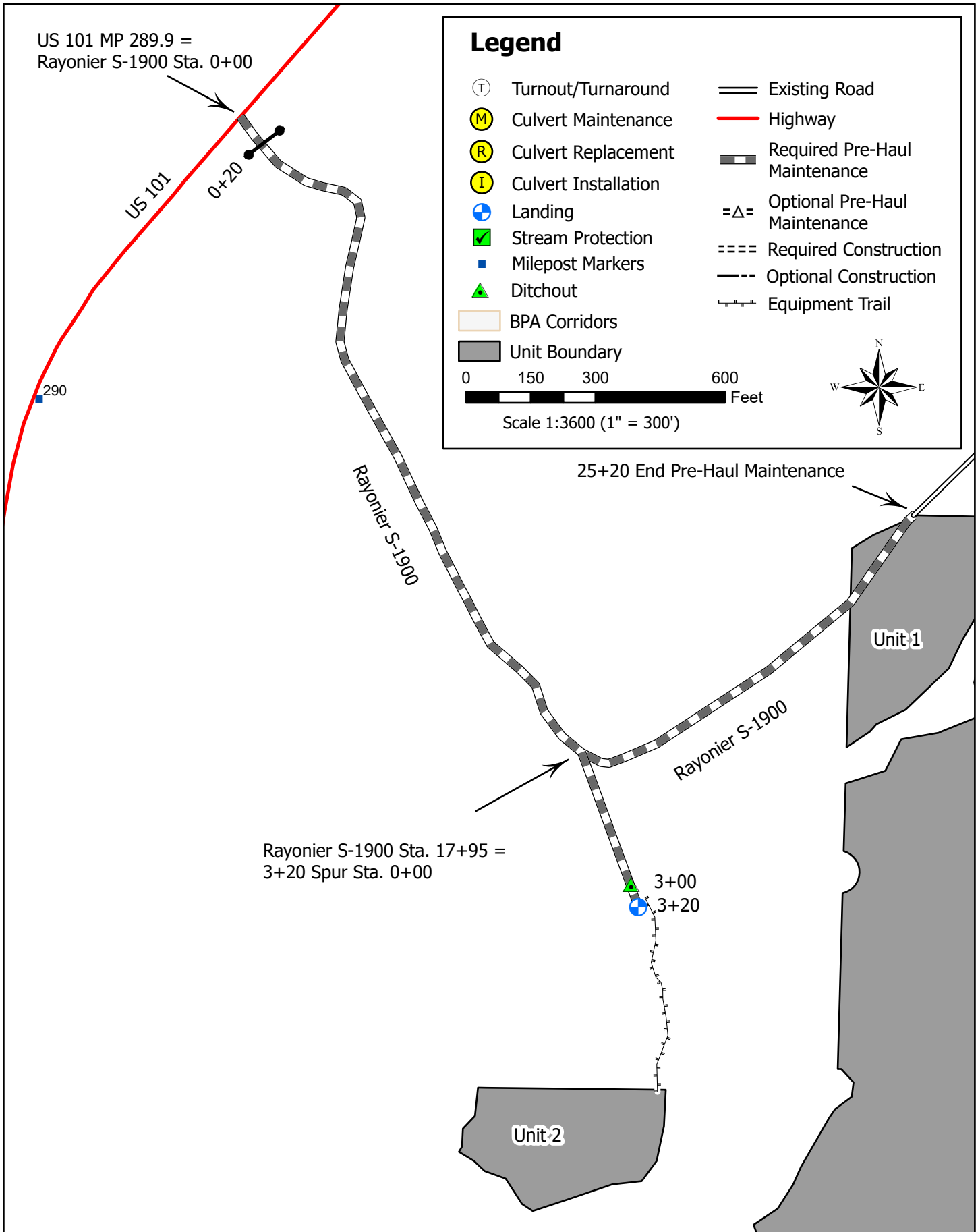
PT-L-1000 Work Map & Unit 3



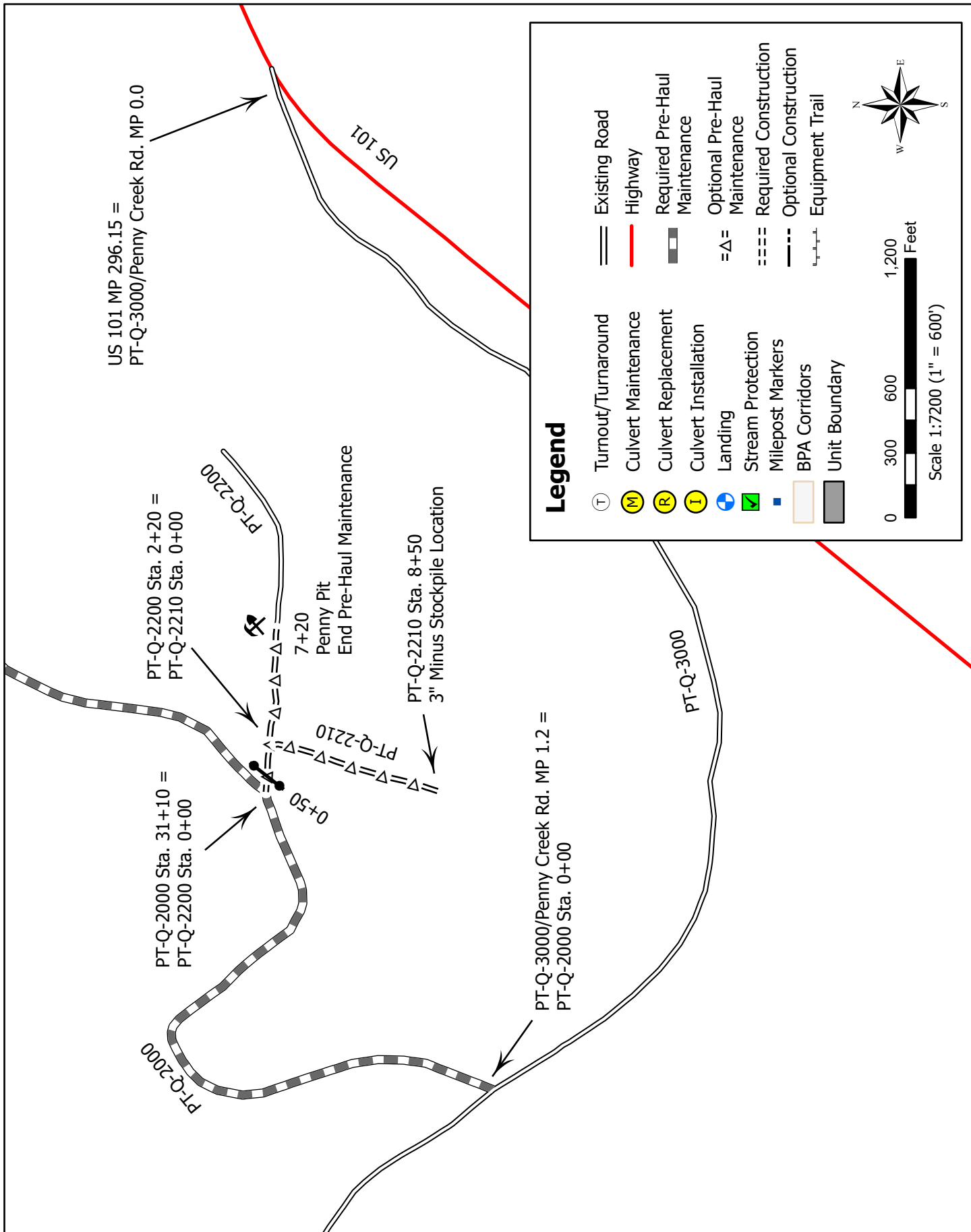
Unit 1 & 2



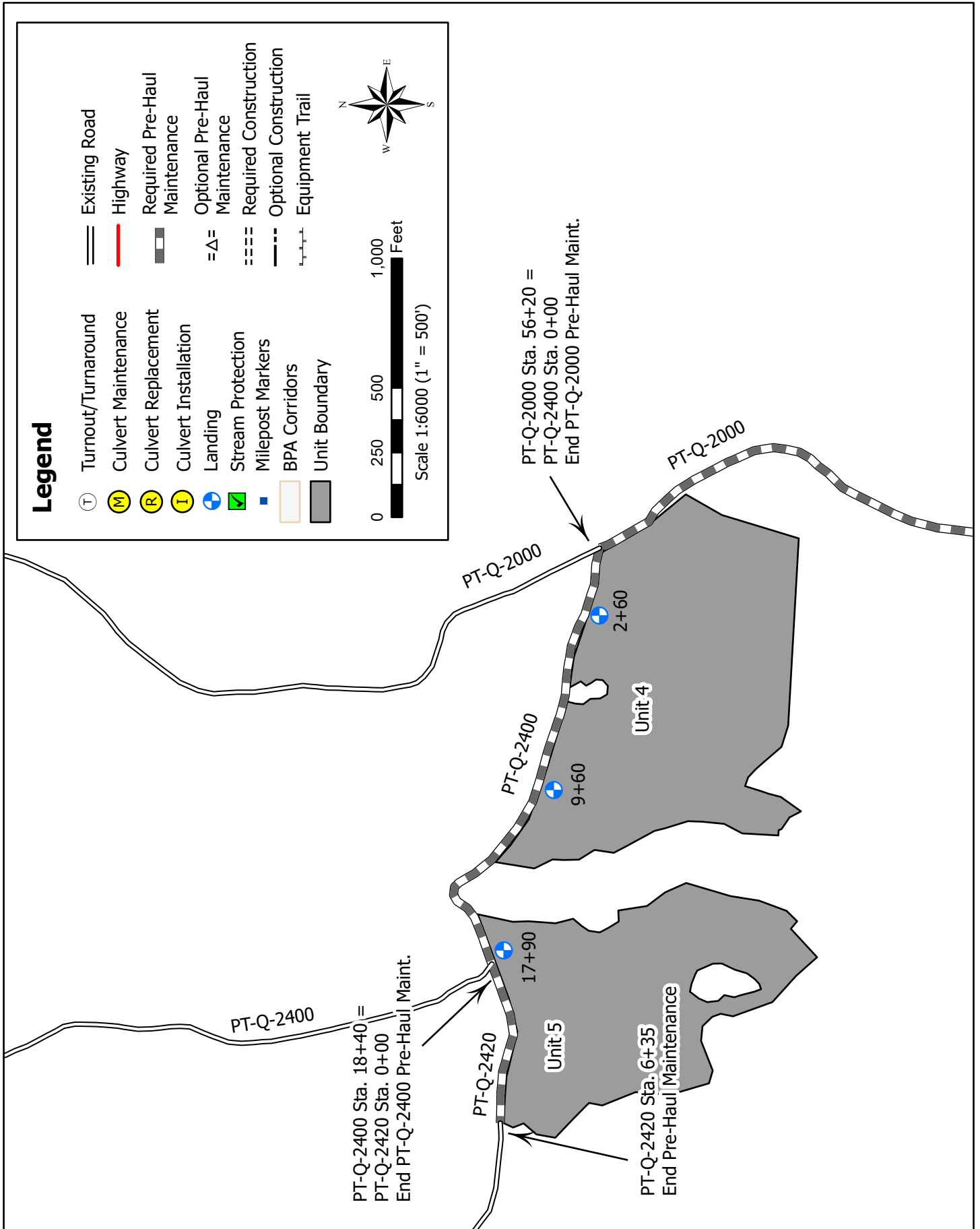
Rayonier S-1900 Work Map & Unit 2



PT-Q-2000 Work Map



Maladjusted Unit 4 & 5



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>
Rayonier S-1900	0+00 – 25+20	Pre-Haul Maintenance
3+20 Spur	0+00 – 3+20	Pre-Haul Maintenance
PT-L-1000	0+00 – 89+20	Pre-Haul Maintenance
3+85 Spur	0+00 – 3+85	Construction
PT-Q-2000	0+00 – 56+20	Pre-Haul Maintenance
PT-Q-2400	0+00 – 18+40	Pre-Haul Maintenance
PT-Q-2420	0+00 – 6+35	Pre-Haul Maintenance

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
PT-L-1000	89+20 – 95+85	Construction
1+15 Spur	0+00 – 1+15	Construction
2+35 Spur	0+00 – 2+35	Pre-Haul Maintenance
PT-Q-2200	0+00 – 7+20	Pre-Haul Maintenance
PT-Q-2210	0+00 – 8+50	Pre-Haul Maintenance

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PT-L-1000	89+20 – 95+85	See Below
3+85 Spur	0+00 – 3+85	
1+15 Spur	0+00 – 1+15	
Total Stations	11.65 Stations	

Construction includes, but is not limited to: Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts,

constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

0-6 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>
Rayonier S-1900	0+00 – 25+20	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1. Apply rock in accordance with Rock List.
3+20 Spur	0+00 – 3+20	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Clean and/or construct ditches in accordance with Clause 2-7. Brush road in accordance with Clause 3-1. Construct ditchouts in accordance with Clause 4-29. Apply rock in accordance with Rock List.
PT-L-1000	0+00 – 89+20	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Clean culverts in accordance with Clause 2-6. Clean and/or construct ditches in accordance with Clause 2-7. Remove vegetative material in accordance with Clause 2-9. Brush road in accordance with Clause 3-1. Install sediment control structures in accordance with Clause 8-1. Apply rock in accordance with Rock List.
2+35 Spur	0+00 – 2+35	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Clean culverts in accordance with Clause 2-6. Clean and/or construct ditches in accordance with Clause 2-7. Remove vegetative material in accordance with Clause 2-9. Brush road in accordance with Clause 3-1. Apply rock in accordance with Rock List.

PT-Q-2000	0+00 – 56+20	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1.
PT-Q-2200	0+00 – 7+20	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1.
PT-Q-2210	0+00 – 8+50	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1.
PT-Q-2400	0+00 – 18+40	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1.
PT-Q-2420	0+00 – 6+35	Grade, shape, and compact existing running surface in accordance with Clause 2-5. Brush road in accordance with Clause 3-1.
Total Stations	216.60 Stations	

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

0-7 POST-HAUL MAINTENANCE

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

0-12 DEVELOP ROCK SOURCE

Purchaser may develop an existing rock source called Penny Pit. Rock source development will involve digging and loading useable rock as determined by the Contract Administrator out of an existing stockpile to obtain 1820 yd³ of ballast material and 3850 yd³ of surfacing material. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

All rock manufactured out of rock sources listed above shall meet specifications as listed in Section 6 ROCK AND SURFACING. In the event that rock does not meet specifications,

which will be determined by the Contact Administrator, a commercial source shall be used at the purchaser's expense meeting listed specifications.

0-13 STRUCTURES

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

4. Typical Section Sheet.
5. Standard Lists.
6. Standard Details.
7. Road Plan maps.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-12 SURVEY MONUMENTS

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

1-13 LOG LOADING

At no time shall the loading of logs occur on the PT-Q-2000. In addition, no debris from harvesting operations shall be allowed on this road.

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

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

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

1-18 REFERENCE POINT DAMAGE

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

SUBSECTION TIMING

1-20 COMPLETE BY DATE

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 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
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
All	All	All	Weekends and State Recognized Holidays
All	All	All roadwork activities including Timber Haul and rock pit development.	November 1 st – April 30 th
Rayonier S-1900 and 3+20 Spur	All	Timber Haul	November 1 st – June 30 th

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130 HAULING SCHEDULE, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan,

and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-32 ASPHALT SURFACE RESTRICTION

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

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

1-33 SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contract Administrator upon request. Purchaser shall request

a SNOW PLOWING AGREEMENT each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

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

<u>Road Name</u>
Tarboo Lake Rd.
Center Valley Rd.
Penny Creek Rd.
US 101

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for paved road approaches:

Purchaser shall build up approaches to allow a smooth grade transition between DNR roads and paved roads. The top of DNR road surfacing must be kept level with the surface of paved road at all times. The surface of the DNR road approach must slope from the edge of the paved road at the rate of 2%, unless otherwise directed by the Contract Administrator.

1-42 UTILITY ACCESS ROAD

The following road(s) intersect(s) existing utility access roads. Purchaser shall conduct road work on the intersecting roads so that the utility access roads are accessible at all times.

<u>Road</u>	<u>Stations</u>
PT-L-1000	0+00 – 40+40
PT-Q-2000	0+00 – 43+10

1-43 ROAD WORK AROUND UTILITIES

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

utilities and their rights-of-way. Purchaser shall notify the Bonneville Power Administration before starting road work.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
Tarboo Lake Rd.	0+00 – 23+90	Buried electric and telephone lines	811
PT-L-1000	37+40 – 40+40	Overhead BPA lines	811
PT-Q-2000	0+00 – 43+10	Buried electric and communication lines	811

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
Rayonier S-1900	0+00 – 25+20	Grade, shape, and compact existing running surface
3+20 Spur	0+00 – 3+20	Grade, shape, and compact existing running surface
PT-L-1000	0+00 – 89+20	Grade, shape, and compact existing running surface
2+35 Spur	0+00 – 2+35	Grade, shape, and compact existing running surface

PT-Q-2000	0+00 – 56+20	Grade, shape, and compact existing running surface
PT-Q-2200	0+00 – 7+20	Grade, shape, and compact existing running surface
PT-Q-2210	0+00 – 8+50	Grade, shape, and compact existing running surface
PT-Q-2400	0+00 – 18+40	Grade, shape, and compact existing running surface
PT-Q-2420	0+00 – 6+35	Grade, shape, and compact existing running surface

2-6 CLEANING CULVERTS

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

<u>Road</u>	<u>Stations</u>
PT-L-1000	18+95, 44+15, 50+45, 58+00, 67+40, 73+60, 77+60, 83+80, 88+20
2+35 Spur	1+75

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

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

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
3+20 Spur	0+00 – 3+20	Ditching where ditchline is present
PT-L-1000	0+00 – 89+20	Ditching where ditchline is present
2+35 Spur	0+00 – 2+35	Ditching where ditchline is present

2-9 REMOVING VEGETATIVE MATERIAL

On the following road(s), Purchaser shall remove all vegetative material, dirt, mud and other debris on the existing road surface with a minimum loss of rock. Material must be disposed of as specified in Clauses 4-35 through 4-38.

<u>Road</u>	<u>Stations</u>
PT-L-1000	61+15 – 89+20
2+35 Spur	0+00 – 2+35

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

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

<u>Road</u>	<u>Stations</u>
Rayonier S-1900	0+00 – 25+20
3+20 Spur	0+00 – 3+20
PT-L-1000	0+00 – 89+20
2+35 Spur	0+00 – 2+35
PT-Q-2000	0+00 – 56+20
PT-Q-2200	0+00 – 7+20
PT-Q-2210	0+00 – 8+50
PT-Q-2400	0+00 – 18+40
PT-Q-2420	0+00 – 6+35

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

3-3 BRUSH REMOVAL

Remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets. Brush should be disposed of so that it will not fall back onto the road prism.

SUBSECTION CLEARING

3-5 CLEARING

Purchaser shall fall all vegetative material larger than 5 inches DBH or over 15 feet high between the marked right-of-way boundaries, or as approved by Contract

Administrator. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

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

SUBSECTION GRUBBING

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

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

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 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 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

SUBSECTION PILE

3-31 PILING

Purchaser shall pile organic debris no closer than 20 feet from standing timber. Piles must be free of rock and soil.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

4-2 PIONEERING

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

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.

- Culverts at live stream crossings must be installed during pioneering operations.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment:

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

4-4 SWITCHBACK STANDARDS

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

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 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, unless construction staked or designed:

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. 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 in the table below and as needed to fit as built conditions. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio. L or R denotes ditchout left or ditchout right.

<u>Road</u>	<u>Stations</u>	<u>L or R</u>
3+20 Spur	3+00 (approx. 20')	L

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

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

4-39 WASTE AREA COMPACTION

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

SUBSECTION BORROW

4-47 NATIVE MATERIAL

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

SUBSECTION SHAPING

4-55 ROAD SHAPING

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

4-56 DRY WEATHER SHAPING

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

SUBSECTION COMPACTION

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

4-64 WASTE MATERIAL COMPACTION

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

4-65 CULVERT BACKFILL COMPACTION

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

4-66 COMPACTION BY METHOD

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

SUBSECTION SUBGRADE REINFORCEMENT

SECTION 5 – DRAINAGE

5-3 PUNCHEON PLACEMENT

On the following road(s), puncheon may be utilized in the subgrade on the following road. Puncheon shall consist of logs of at least 4 inches in diameter and shall be at least 17 feet long.

<u>Road</u>	<u>Stations</u>
1+15 Spur	0+00 – 1+15

SUBSECTION CULVERTS

5-5 CULVERTS

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

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-13 CONTINGENCY CULVERTS

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

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	2 18" x 30' culvert 2 18" culvert band

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

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

5-17 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 18 inches of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover specified in the Engineer's design, TYPICAL TYPE NS NP DETAIL SHEET, or recommended by the culvert manufacturer for the type and size of the pipe, whichever is greater.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL at all cross drain culverts that specify the placement of rock. Rock used for headwalls must consist of oversize or quarry spall material. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall not remove more than 1820 cubic yards of 6” Jaw Run Rock and not more than 3850 cubic yards of 3” Minus Crushed Rock. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
Penny Pit	T27N R02W Sec 22	6” Jaw Run Rock	1820 yd ³
Penny Pit	T27N R02W Sec 22	3” Minus Crushed Rock	3850 yd ³

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources are subject to written approval by the Contract Administrator before their use. Prior to approval, purchaser shall submit a passing sieve test performed by procedure described in WSDOT FOP for WAQTC T 27/11.

SUBSECTION ROCK GRADATIONS

6-28 1 ¼-INCH MINUS CRUSHED ROCK

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

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

6-33 3-INCH MINUS CRUSHED ROCK

% Passing 3" square sieve	100%
% Passing 1½" square sieve	55 - 75%
% Passing U.S. #4 sieve	15 - 45%

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

6-39 6-INCH JAW RUN ROCK

% Passing 6" in one dimension	100%
% Passing 3" square sieve	45 - 65%

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

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width and in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

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

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>	<u>Amount</u>
Rayonier S-1900	0+00 – 25+20	3" Minus Crushed Rock	100 yd ³
PT-Q-2000	0+00 – 56+20	1 ¼" Minus Crushed Rock	200 yd ³

PT-Q-2400	0+00 – 18+40	1 ¼" Minus Crushed Rock	50 yd ³
PT-Q-2420	0+00 – 6+35	1 ¼" Minus Crushed Rock	20 yd ³

6-73 ROCK FOR WIDENED PORTIONS

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

6-76 DRY WEATHER ROCK COMPACTION

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

6-78 ROCK FOR SPOT PATCHING

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

SECTION 7 – STRUCTURES

SUBSECTION SIGNS

7-1 SIGN INSTALLATION

Purchaser shall purchase, install, and maintain the following road signs. Signs must be installed a minimum of 7 days before hauling logs and/or rock. Signs must comply with the Federal Highway Administration’s Manual on Uniform Traffic Control Devices.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
Rayonier S-1900	Junction of Rayonier S-1900 and US 101	2 Truck Crossing Signs North and South

7-2 SIGN INSTALLATION (NON-HIGHWAY)

The Purchaser shall be responsible for the purchase, installation, and maintenance of the following road signs. Signs shall be installed a minimum of 7 days before hauling logs and/or rock. Signs shall be at least 2 feet in any direction, and shall be orange with black lettering.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
Tarboo Lake Rd.	Junction of Tarboo Lake Rd. and Center Valley Rd.	2 Truck Crossing Signs North and South
PT-L-1000	Junction of PT-L-1000 and Tarboo Lake Rd.	2 Truck Crossing Signs North and East

PT-Q-2000	Junction of PT-Q-2000 and PT-Q-3000 (Penny Creek Rd.)	2 Truck Crossing Signs East and West
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SUBSECTION GATE CLOSURE

7-70 GATE CLOSURE

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

<u>Road</u>	<u>Station</u>
PT-L-1000	0+60
PT-Q-2200	0+50
Rayonier S-1900	0+20

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

Sediment control shall be accomplished as listed below or by other methods as approved in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Left and/or Right</u>	<u>Comments</u>
PT-L-1000	33+75 – 35+75	Left and Right	Silt Fence Along Road

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 3-inch layer of straw or hay to all exposed soils at culvert installations within 100 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

SUBSECTION REVEGETATION

8-15 REVEGETATION

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

8-16 REVEGETATION SUPPLY

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

8-17 REVEGETATION TIMING

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

8-18 PROTECTION FOR SEED

Purchaser shall provide a protective cover over the revegetated area. The protective cover may consist of but not be limited to, such items as dispersed hay mulch 3” thick or jute matting. Seed must be covered before the first anticipated storm event. Seed may not be allowed to sit exposed during any rain event.

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 seed and/or mulch in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed and/or mulch at no addition cost to the state.

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

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

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

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

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade, shape and compact running surface as directed by the Contract Administrator.
Rayonier S-1900	0+00 – 25+20	Apply post haul rock per Clause 6-72.
PT-Q-2000	0+00 – 56+20	
PT-Q-2400	0+00 – 18+40	
PT-Q-2420	0+00 – 6+35	

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

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

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

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

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

10-23 RUBBER CULVERT GASKETS

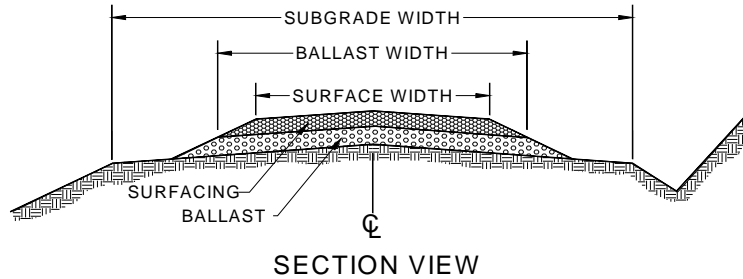
Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

10-24 GAUGE AND CORRUGATION

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

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

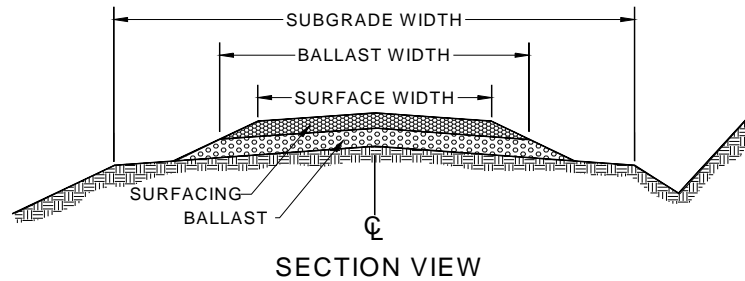
ROCK LIST SHEET



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

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)	
PT-L-1000																
Lift	0+00	89+20							2	12	6	35	3120			
Turnout	11+50			1				30								
Turnout	21+05			1				30								
Culvert Replace	27+80								2				20			
Turnout	28+20			1				30								
Culvert Install	33+25								2				20			
Turnout	46+50			1				30								
Culvert Replace	53+55								2				20			
Turnout	62+95			1				30								
Landing	72+00			1				50								
Turnaround	75+20			1				50								
Landing	78+85			1				50								
Turnout	82+55			1				30								
Landing	84+95			1				50								
Turnaround	88+70			1				50								
Lift	89+20	95+85	17	1	13	12	70	470	2	12	6	35	230			
Culvert Install	89+30								2				20			
Culvert Install	93+20								2				20			
Turnaround	93+85			1				50								
Landing	95+85			1				50								
Totals:								1: 1000				2: 3450				

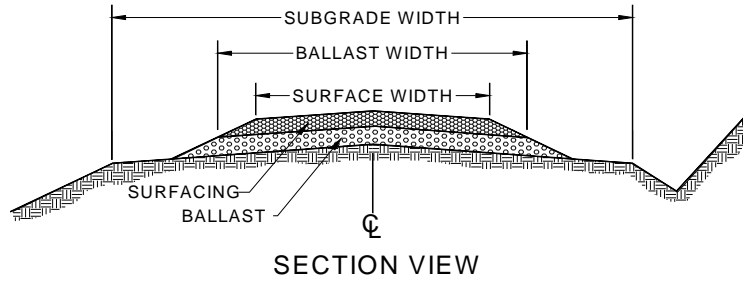
ROCK LIST SHEET CONTINUED



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

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
3+85 Spur															
Lift	0+00	3+85	17	1	13	12	105	400							
Culvert Install	0+10								2				20		
Landing	3+85							50							
1+15 Spur															
Lift	0+00	1+15	17	1	13	12	105	120							
Landing	1+15							50							
2+35 Spur															
Lift	0+00	2+35							2	12	6	35	80		
Landing	2+35			1				50							
Rayonier S-1900															
Misc	0+00	25+20							2				100		
Post-Haul	0+00	25+20							2				100		
3+20 Spur															
Misc	0+00	3+20							2				100		
Landing	3+20			1				50							
PT-Q-2000															
Post-Haul	0+00	56+20							3				200		
Totals:								1: 720					2: 400, 3: 200		

ROCK LIST SHEET



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

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd ³ /sta)	Pitrun SUBTOTAL(yd ³)	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd ³ /sta)	Crushed Subtotal(yd ³)	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd ³)
PT-Q-2400															
Post-Haul	0+00	18+40							3				50		
Landing	2+60			1			50								
Landing	9+60			1			50								
Landing	17+90			1			50								
PT-Q-2420															
Post-Haul	0+00	6+35							3				20		
Landing	4+05			1			50								
Totals:								1: 200					3:70		
Grand Totals:								1: 1920					2: 3850, 3: 270		

CULVERT LIST

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)	DOWNSPOUT LENGTH (ft)	RIP RAP - INLET (cy)	RIP RAP - OUTLET (cy)	BACKFILL MATERIAL	NOTES
PT-L-1000	18+95	18							Clean Inlet and Outlet
PT-L-1000	27+80	18	30					CR	Culvert Replacement
PT-L-1000	33+25	18	30					CR	Culvert Installation
PT-L-1000	44+15	18							Clean Inlet and Outlet
PT-L-1000	50+45	18							Clean Inlet and Outlet
PT-L-1000	53+55	18	40					CR	Culvert Replacement
PT-L-1000	58+00	18							Clean Inlet and Outlet
PT-L-1000	67+40	18							Clean Inlet and Outlet
PT-L-1000	73+60	18							Clean Inlet and Outlet
PT-L-1000	77+60	18							Clean Inlet and Outlet
PT-L-1000	83+80	18							Clean Inlet and Outlet
PT-L-1000	88+20	18							Clean Inlet and Outlet
PT-L-1000	89+30	18	30					CR	Culvert Installation
PT-L-1000	93+20	18	30					CR	Culvert Installation
3+85 Spur	0+10	18	30					CR	Culvert Installation
2+35 Spur	1+75	18							Clean Inlet and Outlet
Contingency Culvert	CA	18	30					NT	See Clause 5-13 CONTINGENCY CULVERTS
Contingency Culvert	CA	18	30					NT	See Clause 5-13 CONTINGENCY CULVERTS

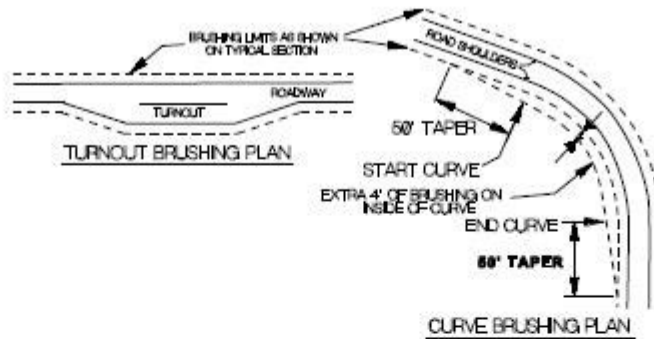
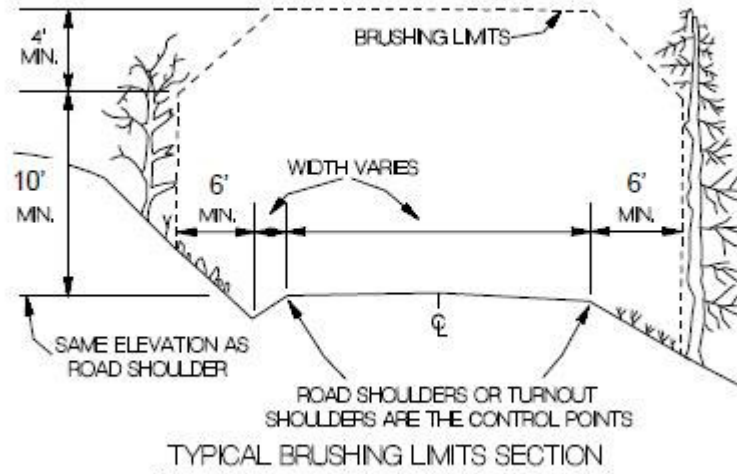
All rip rap shall be Oversize unless specified in the Rock List, or in the field.
All backfill shall be native material (NT) unless specified otherwise. CR= 3" Minus Crushed Rock, PR= Pit Run Rock

COMPACTION LIST

Alternate forms/methods to using vibratory smooth drum compactor to compact the road classes listed in the table below shall be approved per District Engineer.

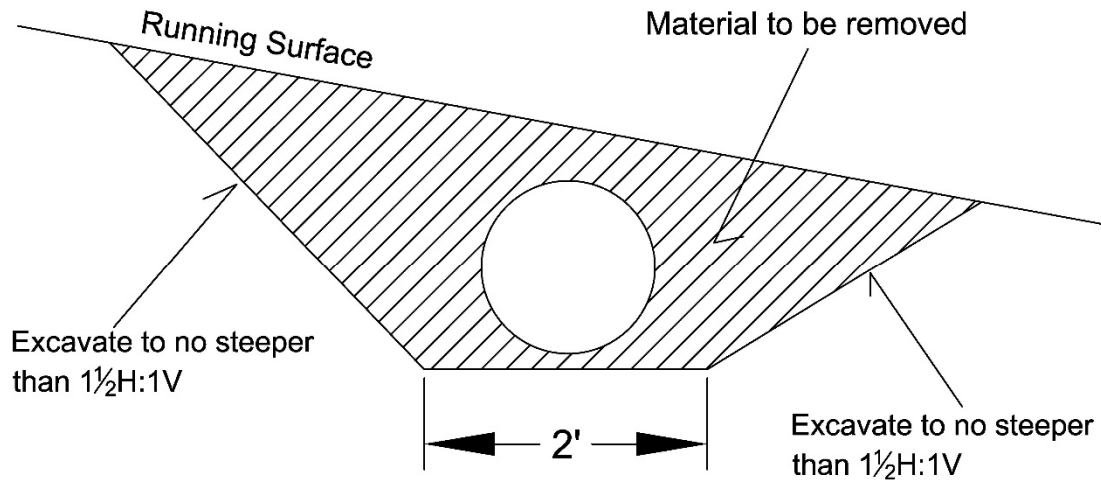
Road	Stations	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Pre-Haul	All	Culvert Backfill	8"	Jumping Jack		3	
Pre-Haul	All	Rock Lifts	6"	Vibratory Smooth Drum	6,000	3	3
Pre-Haul	All	Pre-Haul Surface		Vibratory Smooth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

BRUSHING DETAIL



1. All vegetation within the brushing limits shall be cut to within 3 inches of the ground, unless otherwise directed by the Contract Administrator
2. All brush, trees, limbs, etc. shall be removed from the road surface, cut banks, culvert inlets/outlets, and ditch lines
3. All debris that may roll or move into the ditch line shall be removed and placed in a stable location

CROSSDRAIN REMOVAL DETAIL

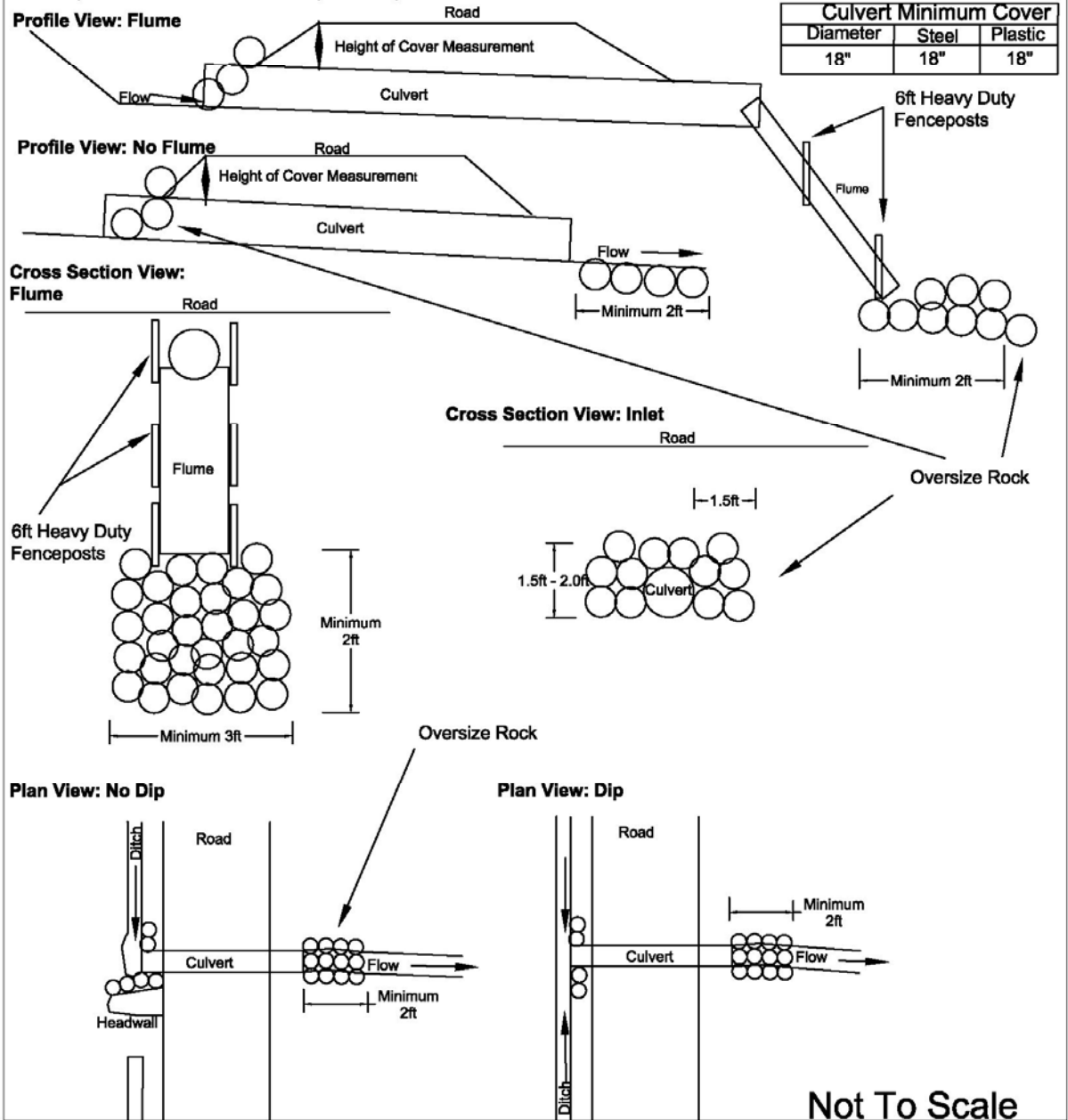


1) Excavated material may be wasted on the road surface on the downhill side of the excavation. Waste material shall be sloped at no steeper than ½ H:1V.

2) Resulting trench shall be keyed into the ditchline and sloped towards the outside edge of the road with a drop of at least 1 foot in 10 feet.

Typical Cross Drain Culvert Installation Detail Sheet

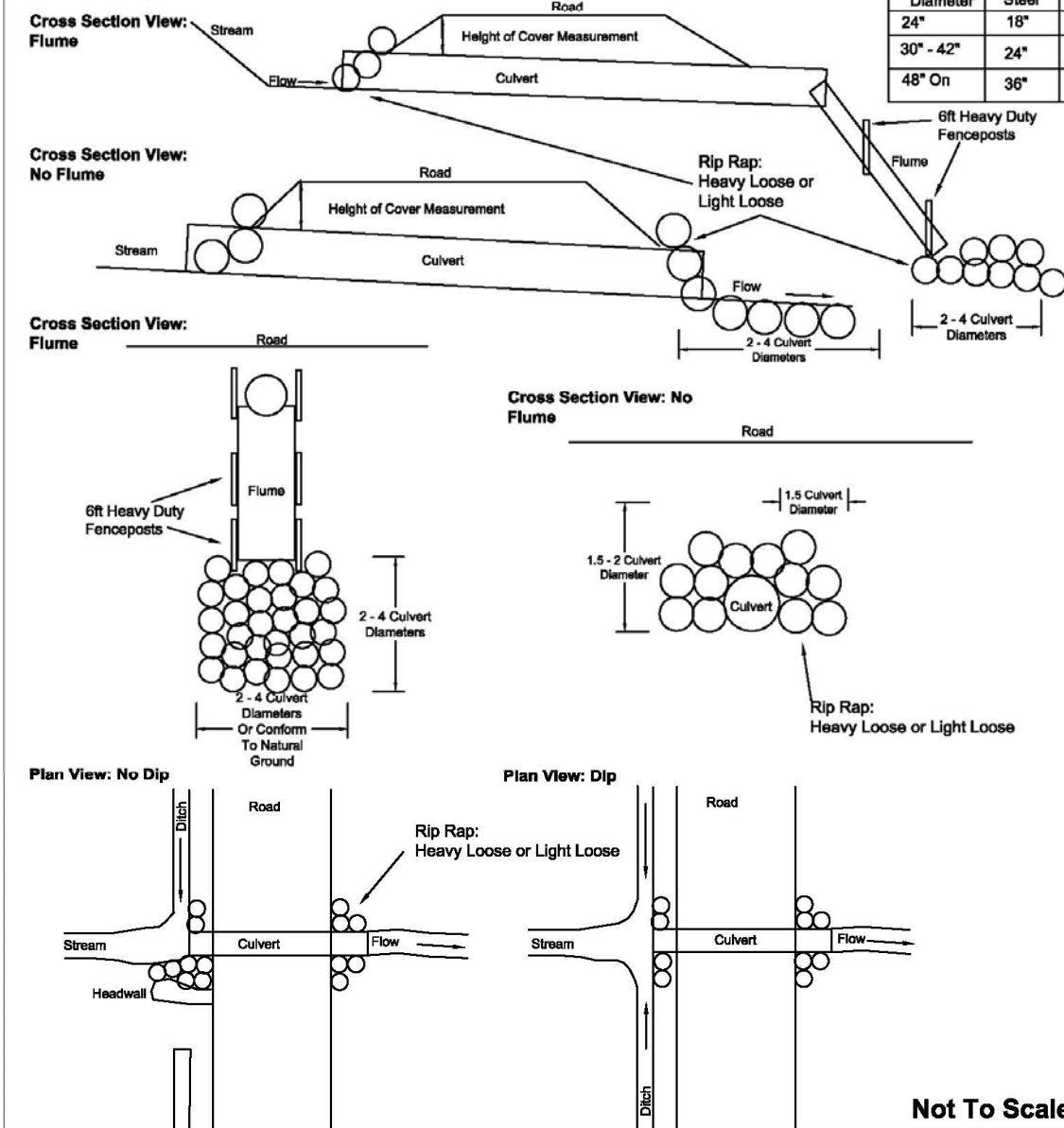
- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero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



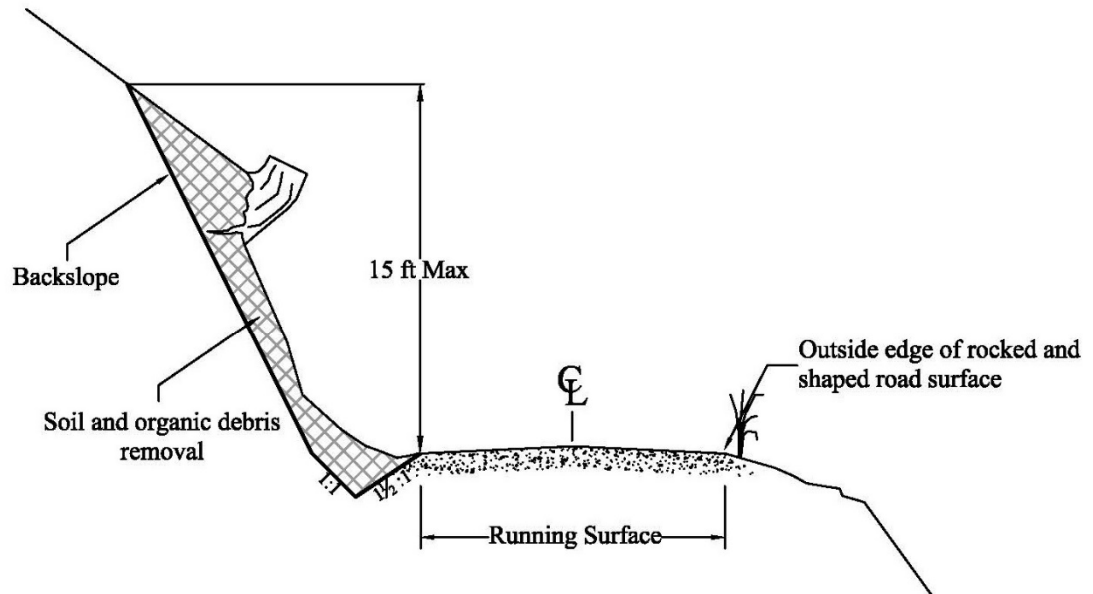
Typical Type Ns, Np Culvert Installation Detail Sheet.

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

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

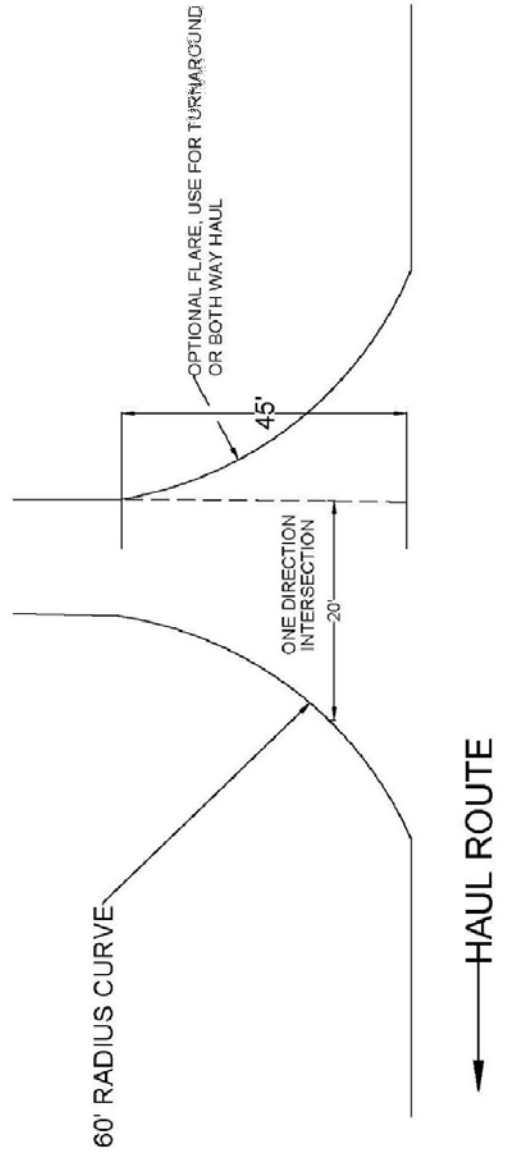


Ditch Cleaning Detail



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

TYPICAL INTERSECTION



NOT TO SCALE

SALE NAME:	Maladjusted	CONTRACT#:	30-106773	REGION:	Olympic	DISTRICT:	Straits
	LEGAL DESCRIPTION:	0					
ROAD NAME:		3+20 Spur	All Post-Haul				
ROAD TYPE:		Prehaul	Post-Haul				
NUMBER OF STATIONS:		3-20	228.25				
SIDESLOPE:		0%	0%				
CLEARING AND GRUBBING:		\$0	\$0				
ROAD BRUSHING:		\$58	\$0				
EXCAVATION AND FILL:		\$0	\$0				
ROAD GRADING:		\$27	\$1,929				
DITCH CLEANING/CONSTRUCTION:		\$125	\$0				
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:							
Ballast:		50	0.00				
		\$641	\$0				
Surface:		100	370				
		\$1,281	\$11,883				
Oversize:		0	0.00				
		\$0	\$0				
CULVERTS AND FLUMES:		\$0	\$0				
STRUCTURES:		\$0	\$0				
MISC. EXPENSES:		\$25	\$1,803				
OVERHEAD:		\$194	\$1,561				
TOTAL COSTS:		\$2,350	\$17,176				
COST PER STATION:		\$734	\$75				

Forest Access Road Maintenance Specifications

Cuts and Fills

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

Drainage

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

Forest Access Road Maintenance Specifications

Preventative Maintenance

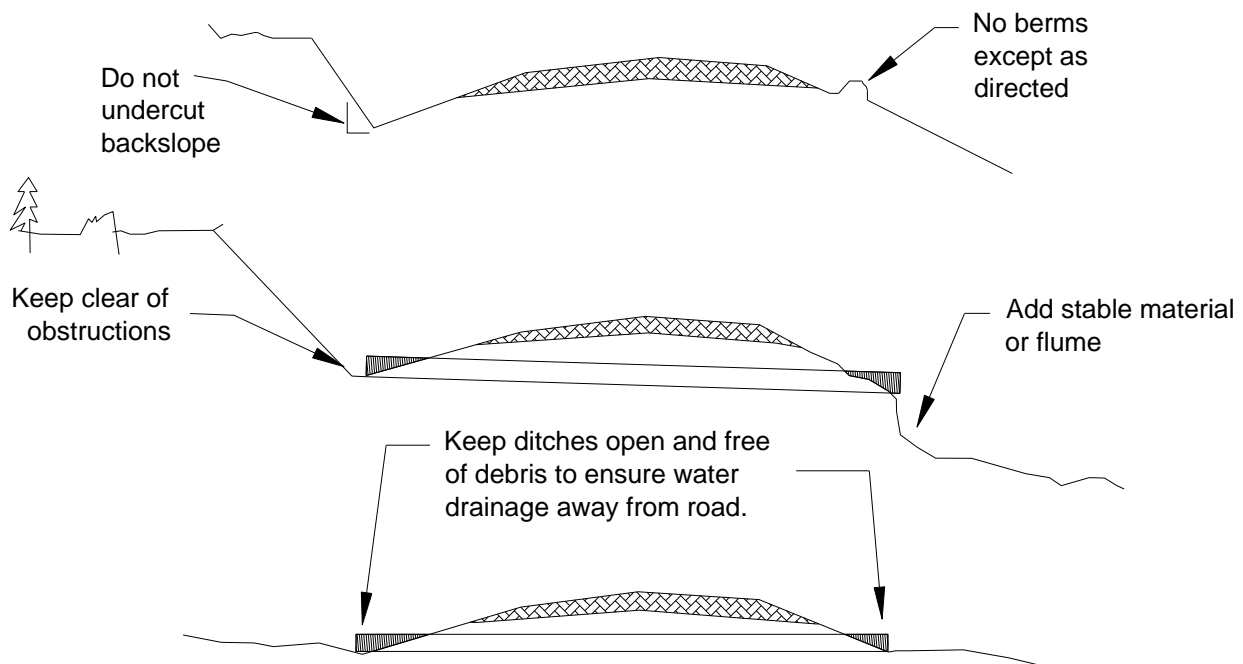
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

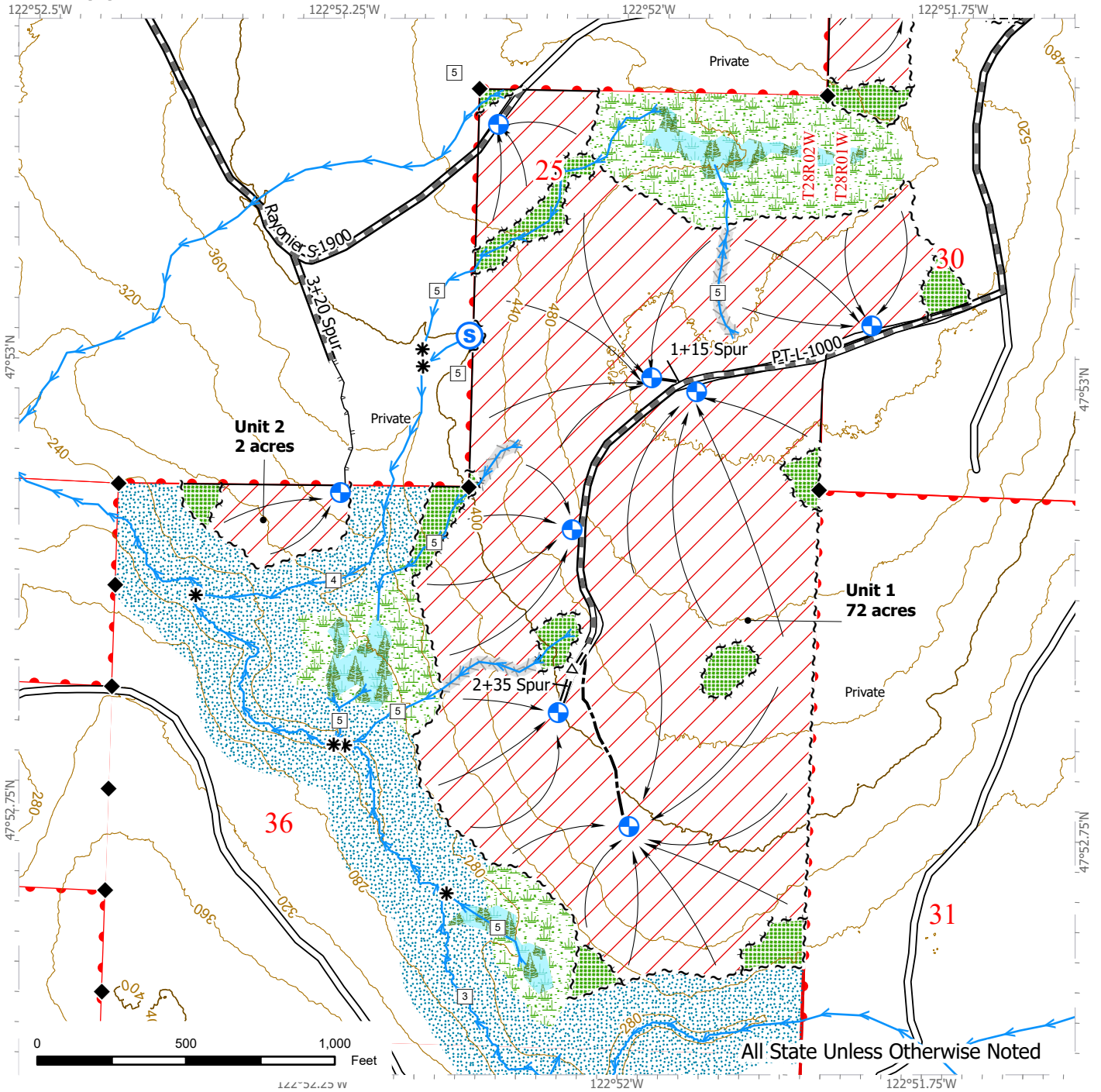
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



LOGGING PLAN MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
TOWNSHIP(S): T27R2W, T28R1W, T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



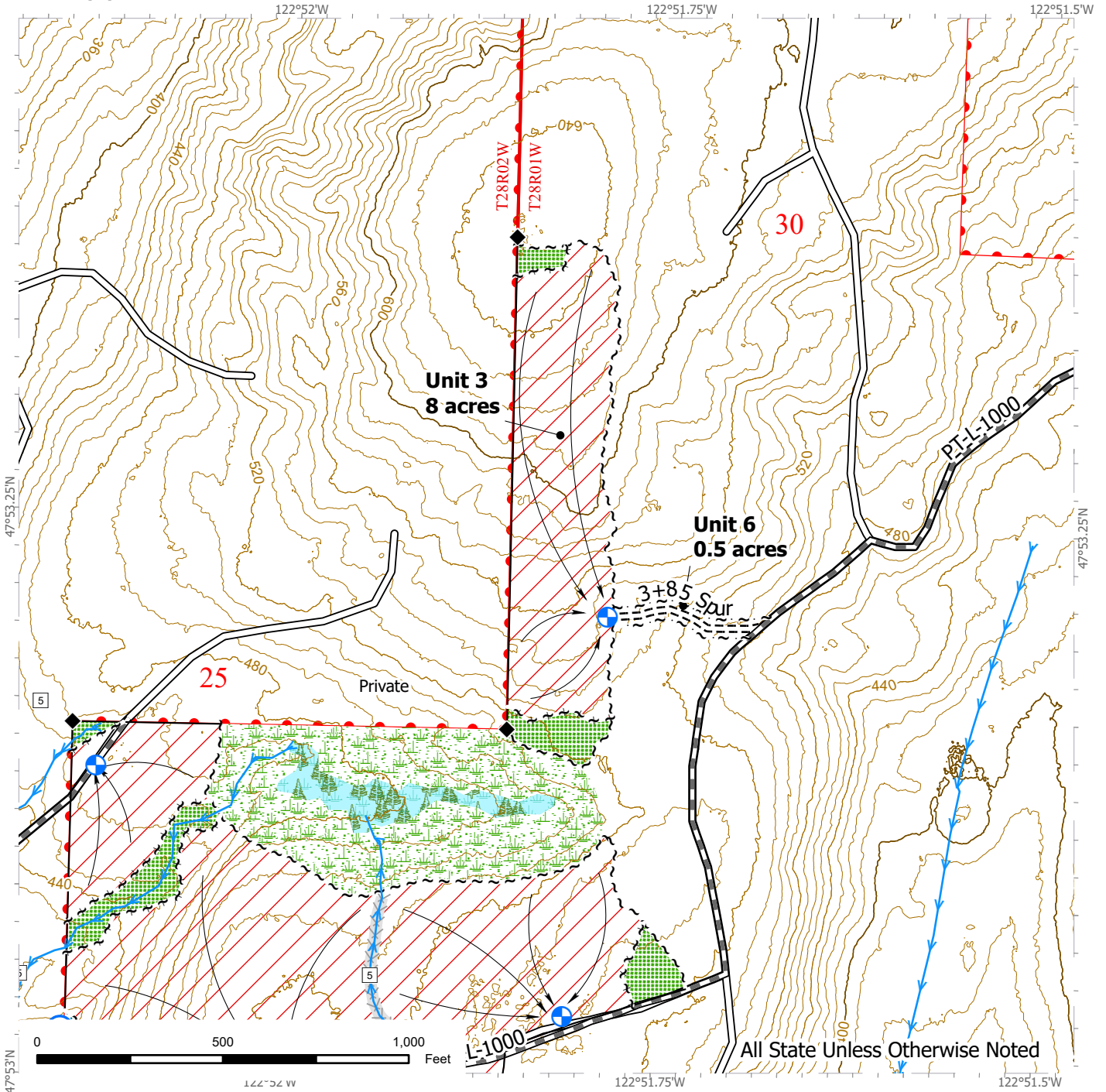
Ground	Right of Way Tags	Equipment Limitation Zone
Ground	Timber Type Change	Streams
Leave Tree Area	Existing Roads	Stream Type
Forested Wetland	Required Pre-Haul Maintenance	Stream Break
Wetland Mgt Zone	Required Construction	Landing - Proposed
Riparian Mgt Zone	Optional Pre-Haul Maintenance	Seep
Sale Boundary Tags	Optional Construction	Survey Monument
Leave Tree Tags	Designated Skid Trail	



LOGGING PLAN MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
TOWNSHIP(S): T27R2W, T28R1W, T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



All State Unless Otherwise Noted

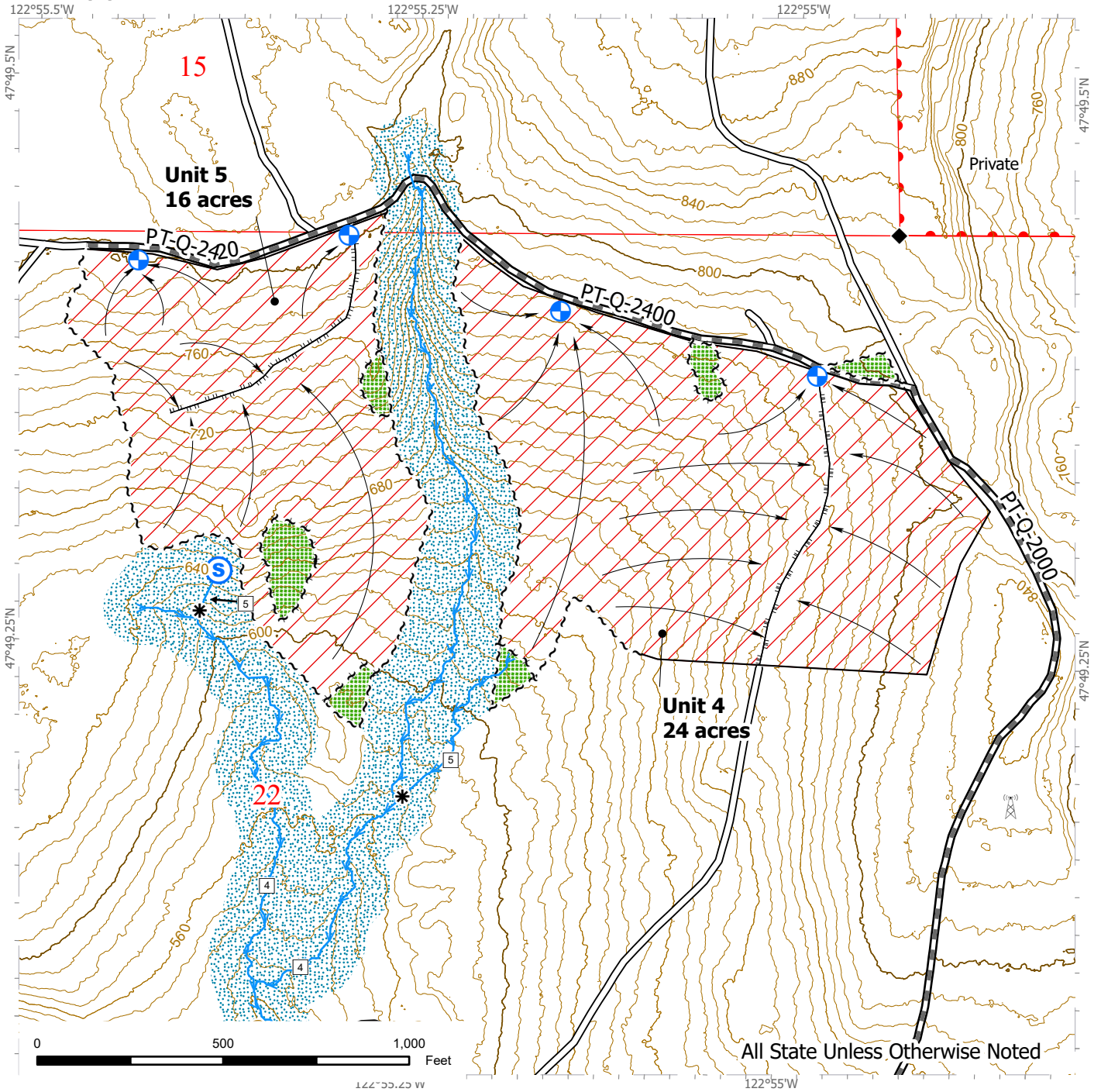
Ground	Leave Tree Tags	Equipment Limitation Zone
Ground	Right of Way Tags	Streams
Leave Tree Area	Timber Type Change	Stream Type
Forested Wetland	Existing Roads	Stream Break
Wetland Mgt Zone	Required Pre-Haul Maintenance	Landing - Proposed
Riparian Mgt Zone	Required Construction	Seep
Sale Boundary Tags	Optional Construction	Survey Monument



LOGGING PLAN MAP

SALE NAME: MALADJUSTED
AGREEMENT #: 30-106773
TOWNSHIP(S): T27R2W, T28R1W, T28R2W
TRUST(S): State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Jefferson
ELEVATION RGE: 280-840



Ground	Timber Type Change	Stream Break
Ground	Existing Roads	Communication Tower
Leave Tree Area	Required Pre-Haul Maintenance	Landing - Proposed
Riparian Mgt Zone	Designated Skid Trail	Seep
Sale Boundary Tags	Streams	Rock Pit (Corporate)
Leave Tree Tags	Stream Type	Survey Monument



312924

RECEIVED

EASEMENT

FEB 25 1988

TIMBER SALES

REC'D FEB 25 1988
VOL 252 PAGE 308-311
OF OFFICIAL RECORDS
REQUEST OF
State of Wash
Dept of Natural Resources
FEB 25 1988 AM 9:59
JEFFERSON COUNTY AUDITOR

THIS AGREEMENT, made and entered into this 5th day of February, 1988, by and between GOLDEN SPRINGS INTERNATIONAL, herein called "Golden Springs," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

BY [Signature] DEPUTY

I

Golden Springs, for and in consideration of One Hundred Seventy and No/100 Dollars (\$170.00), hereby grants and conveys to the State, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width over and across the NW1/4SW1/4, Section 29, Township 28 North, Range 1 West, W.M., in Jefferson County, Washington, being fifteen (15) feet on each side of the centerline of a road located approximately as shown in green on the attached "Exhibit A."

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

II

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

1. The easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the State, and to provide access to said lands for land management and administrative activities.

Golden Springs reserves to itself, its successors, assigns and permittees, the right to use, maintain, patrol, reconstruct and repair said road for any and all purposes; provided, that use for hauling of timber or other valuable materials shall be initiated by serving notice to the State acknowledging such use shall be predicated on the basis of sharing in the value of the road. The State agrees that upon receipt of this notice of intent, the parties shall mutually agree as to their respective percentage of the total use and the then replacement value of the roadway or other such facility.

Golden Springs shall then pay, or cause to be paid, its share of the roadway or facility being considered. Golden Springs shall also be responsible for the reconstruction of the facility if necessary to provide for its desired use. Thereafter, unless the parties hereto agree in writing to share the cost of replacement items based on each party's pro rata share of the total use thereof in advance of such replacement being made, said replacement shall be solely for the account of the party making the replacement.

2. Golden Springs reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the State herein.
3. Golden Springs may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the State herein.
4. 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.

- 5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
- 6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
- 7. Golden Springs reserves to itself 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.
- 8. The 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.
- 9. The State shall require each of its Permittees, before using any of said roads for commercial purposes to:
 - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
 - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;
 - (2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or
 - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
 - (b) Deliver to Golden Springs a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Golden Springs ten (10) days' written notice prior to any cancellation or modification.

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

GOLDEN SPRINGS INTERNATIONAL

By x Netta L.

Attest _____

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Kenneth E. Solt
KENNETH E. SOLT, Manager
Division of Lands and Minerals

Affix Seal of Commissioner
of Public Lands



Easement No. 2261
4005(24)63

STATE OF WASHINGTON)
County of KITSAP) ss

On this 20th day of JANUARY, 1988, before me personally appeared NETTA LIU and the VICE PRESIDENT and _____, to me known to be _____, respectively, of GOLDEN SPRING INTERNATIONAL, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Mike E. Phibbs
Notary Public in and for the State of WASHINGTON.
My appointment expires 8/30/89

STATE OF WASHINGTON)
COUNTY OF THURSTON) ss

On this 5th day of February, 1988, before me personally appeared KENNETH E. SOLT, to me known to be the Lands and Minerals Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



Edith P. Murray
Notary Public in and for the State of Washington.
My appointment expires June 1, 1989

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

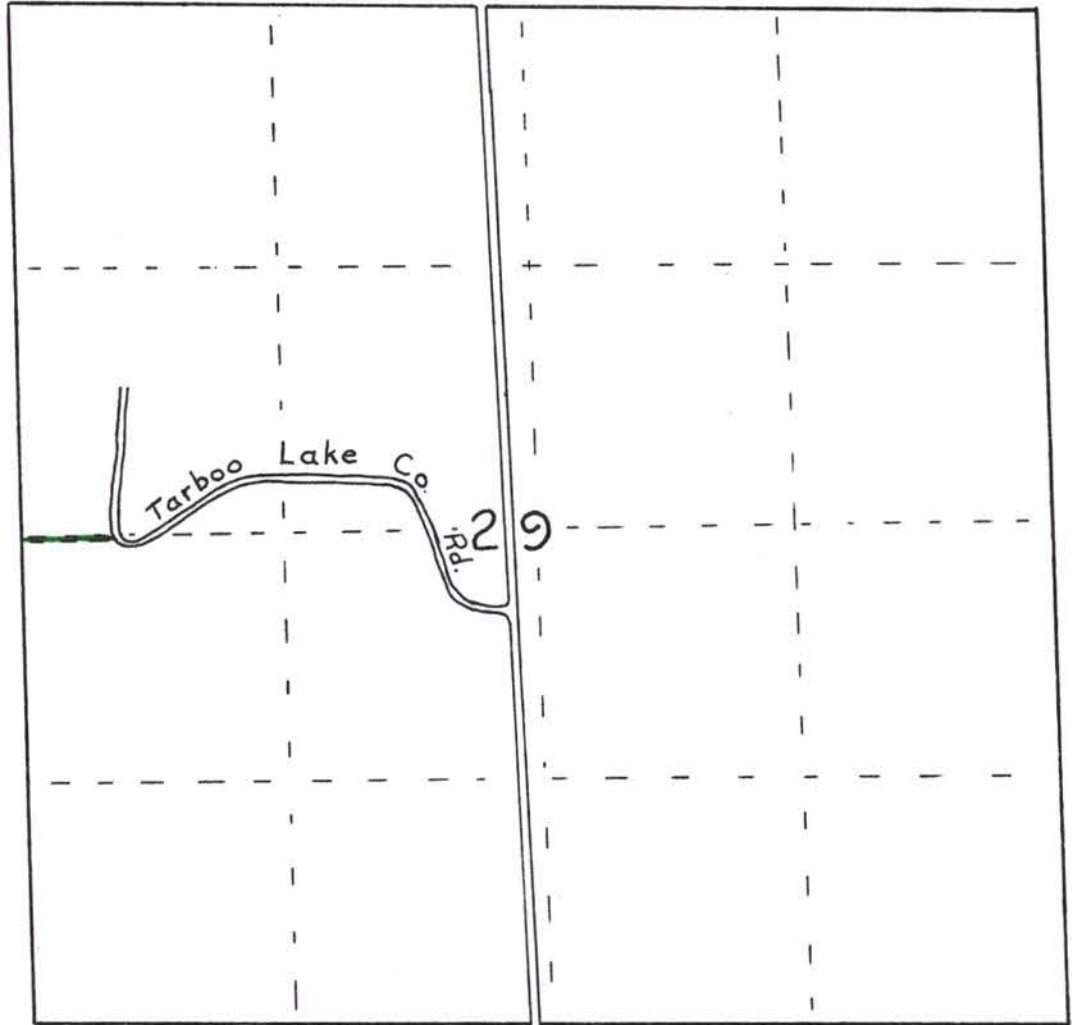
Application No.

County Jefferson

Name of Sale

Region Olympic

TOWNSHIP 28 NORTH, RANGE 1 (X) (W.) W.M.



GOLDEN SPRINGS INTERNATIONAL GRANT TO STATE

SCALE: 1" = 1000'

Drawn By: R.G.L.

Date: 11/18/87

VOL 252 PAGE 311

EXHIBIT 'A'

RAYONIER OPERATING COMPANY LLC
ROAD USE PERMIT
2024ANE00328

Permit No. 55-107431

THIS PERMIT, made and entered into this 20th day of August, 2024, by and between Rayonier Operating Company LLC, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of hauling approximately 172 MBF of timber and 200 cubic yards of rock a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the county of Jefferson, Sections 25, Township 28 North, Range 2 West, W.M., State of Washington. The location of said premises located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises when used herein means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

This Permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration paid by the Grantee to Grantor is as follows: \$949.00.

Termination. This Permit shall terminate October 31, 2027, or earlier when requested by the Grantee; provided, however, that this Permit may be suspended or terminated upon the breach of any of the conditions herein.

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

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

Permittees. The Grantee may permit its respective employees; tree planting, vegetation

management and slash reduction contractors; purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein. Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees. However, in the event that Grantor has to make a claim against a Permittee directly, such claim shall not be limited to the standard of negligence applicable to Grantee herein, but shall include all acts or omissions of such Permittee, regardless of negligence.

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

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

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

- (1) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;
- (2) The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and
- (3) A method of payment by which each party using the road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

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

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

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

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

Plan of Operation. In the event that Grantee intends to construct or reconstruct roads within the premises, Grantee shall obtain Grantor's written approval of the road construction plans prior to commencing construction work.

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

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

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be

adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

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

Insurance. Grantee, 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 the State.

Grantee shall require its Permittees to obtain and keep in force while operating on the premises, the following insurance.

The limits of insurance shall not be less than:

- (a) Commercial General Liability (CGL) insurance, including logger's broad form, with a limit of not less than \$1,000,000 per each occurrence or Personal Liability insurance, as applicable, under a personal liability policy, commercial liability insurance policy, or package property and liability insurance policy. 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".
- (d) All Permittees of Grantee must comply with all State of Washington workers' compensation statutes and regulations.

All insurance should 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- or better in the most recently published edition of Best's Reports. Any exception to these requirements shall be reviewed and approved by the Grantor. 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.

Permittees of Grantee must comply with all insurance requirements stated herein. Failure of Permittees to comply with Grantor's insurance requirements does not limit State's liability or responsibility.

Grantee have in its possession the required certificates of insurance and endorsements and shall furnish to Grantor upon request certificates of insurance and endorsements for any or all Permittees.

Indemnity by Grantee. Grantee shall defend, indemnify and hold harmless the Grantor, and all companies owned or controlled by Grantor, from all claims that arise out of the negligence of Grantee or its Permittees in their use of this Permit. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, Grantee'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 Grantee and its Permittee in contribution to such claim; provided, however, direct responsibility to Grantor from a Permittee shall not be limited to the standard of negligence. Grantee waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor and all companies owned or controlled by Grantor. This indemnification shall survive the expiration or termination of the permit.

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

To Grantee:
DEPARTMENT OF NATURAL RESOURCES
411 Tillicum Lane
Forks, WA 98331

To Grantor:
RAYONIER OPERATING COMPANY LLC
3033 Ingram Street
Hoquiam, WA 98550-4410

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

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

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

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

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

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

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

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

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

**RAYONIER OPERATING COMPANY
GRANTOR**

**DEPARTMENT OF NATURAL RESOURCES
GRANTEE**

By: 

Larissa Hall
Land Use Specialist

Address: 3033 Ingram Street
Hoquiam, WA 98550-4410

Phone No. 360-538-4569

Date: 9/11/2024

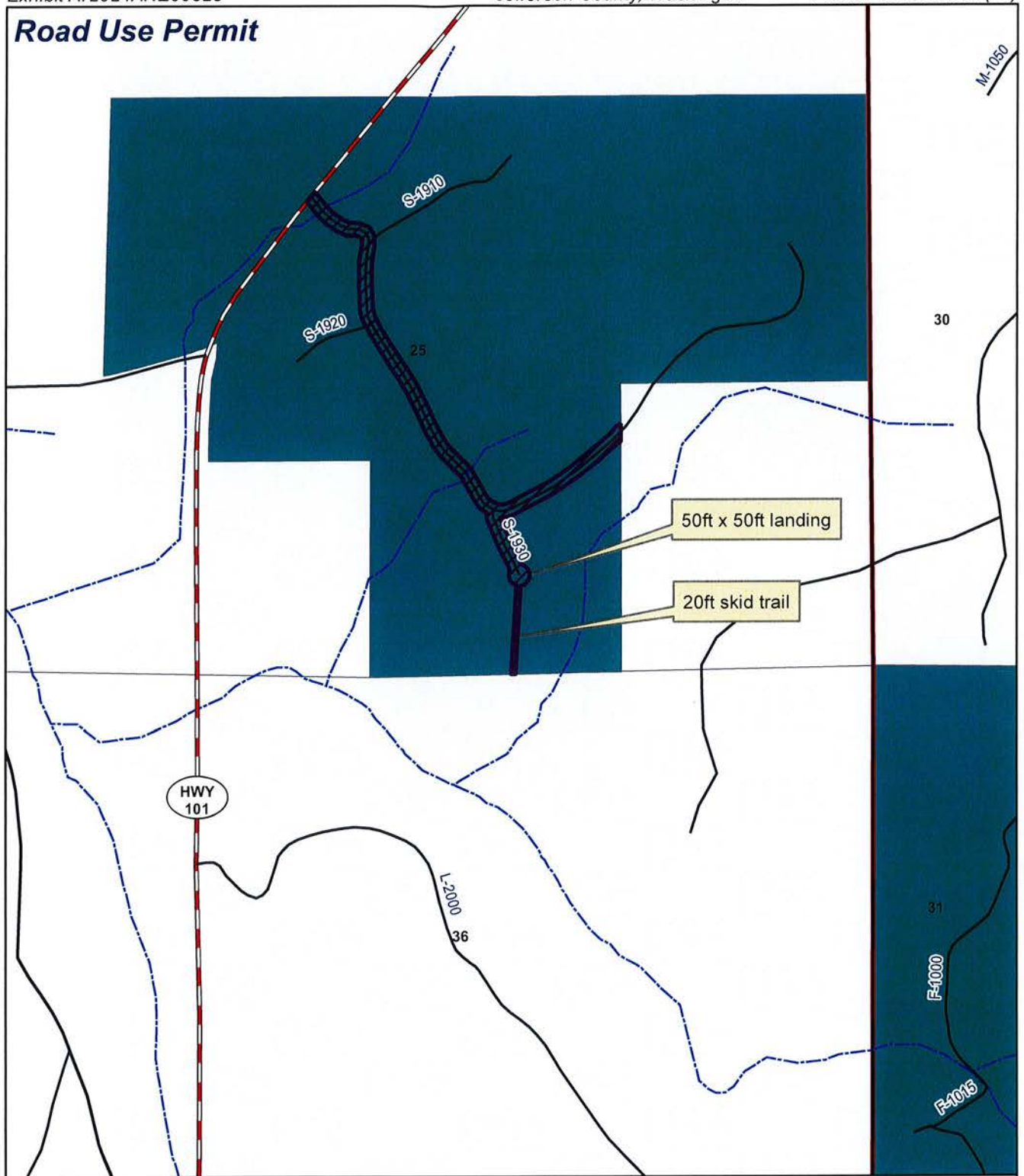
By: 
William Wells
Olympic Region Manager

Address: 411 Tillicum Lane
Forks, WA 98331

Phone No. 360-374-2900

Date: August 20, 2024

Road Use Permit



TRS: T28N R02W S25

Land Use Area(s)

ANE Type: Road Use Permit
 GIS Acres: 4.2
 Status: Not Sent
 Comments: RUP to WA DNR for
 Maladjusted TS

06/27/2024

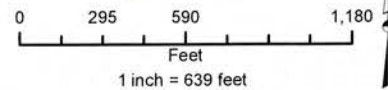


Exhibit B
Operational Requirements

Examples :

- Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
- No snow removal without permission from the landowner.
- Gates must be kept closed at all times. A combo lock will be maintained on the gate throughout the duration of this agreement.
- The skid trail will be limited to a maximum of 20 feet in width, and the landing will be limited to 50 feet by 50 feet in size.