



TIMBER NOTICE OF SALE

SALE NAME: Q MOUNTAIN VIEW

AGREEMENT NO: 30-106399

AUCTION: January 28, 2025 starting at 10:00 a.m., Northeast Region Office, Colville, WA

COUNTY: Stevens

SALE LOCATION: Sale located approximately 6 miles northwest and 6 miles southwest of Chewelah, WA.

PRODUCTS SOLD AND SALE AREA:

All conifer species except for leave trees banded with blue paint, leave trees bounded by yellow leave tree area tags and two standing snags per acre in Units 1, 2 and 3 bounded by white timber sale boundary tags; and all right of way timber banded with orange paint.

All forest products above located on part(s) of Sections 36 all in Township 32 North, Range 39 East, Sections 35 and 36 all in Township 33 North, Range 39 East, W.M., containing 205 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 Ring DBH, Ring Count, Total MBF, MBF by Grade (P, SM, 1S, 2S, 3S, 4S, 5S, 6S, UT)

MINIMUM BID: \$497,000.00

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$99,400.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2026

ALLOCATION: Export Restricted

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

HARVEST METHOD: Ground based equipment, Track skidder, and Rubber tired skidder. Falling and Yarding will not be permitted from February 1 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup.

ROADS: 26.45 stations of required construction. 142.16 stations of required reconstruction. 10.39 stations of optional construction. 7.30 stations of optional reconstruction. 17.60 stations of required prehaul maintenance. Road construction will not be permitted from February 1 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup. The hauling of forest products will not be permitted from February 1 to June 1 unless authorized in writing by the Contract Administrator due to spring breakup.

ACREAGE DETERMINATION



## TIMBER NOTICE OF SALE

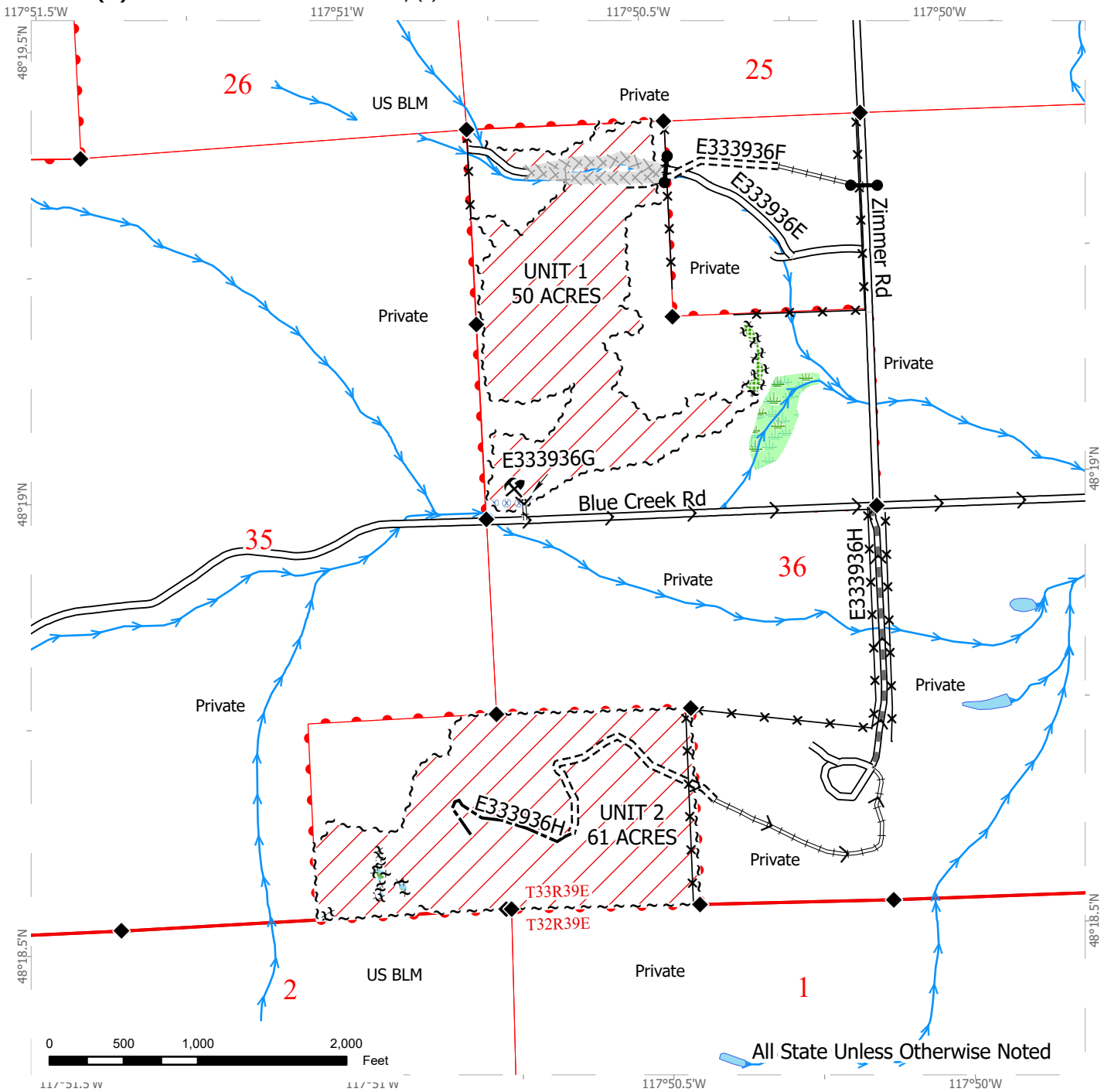
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- CRUISE METHOD:** Acreage determined using GPS methods. Acreage shown above is net harvest acres in harvest units. Ponderosa pine and western redcedar: 8.0 - 17.5 inches dbh has a minimum top of 4.6 inch dib. All other species: 7.0 - 17.5 inches dbh has minimum top of 4.6 inch dib. All species 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.
- FEES:** Within 10 days of day of sale, Purchaser shall provide two separate payments, one road use permit in the amount of \$1,000.00 and one payment for 2 mbf of private right of way timber at the Purchaser's per mbf bid price. Purchaser is responsible for obtaining a road approach permit from Stevens County. \$72,403.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.
- SPECIAL REMARKS:** Locked gate restricts access to Unit 3. Contact Northeast Region Office at (509) 684-7474 for access.

# TIMBER SALE MAP

**SALE NAME:** Q MOUNTAIN VIEW  
**AGREEMENT #:** 30-106399  
**TOWNSHIP(S):** T32R39E, T33R39E  
**TRUST(S):** Common School and Indemnity (3)

**REGION:** Northeast Region  
**COUNTY(S):** Stevens  
**ELEVATION RGE:** 1760-2520



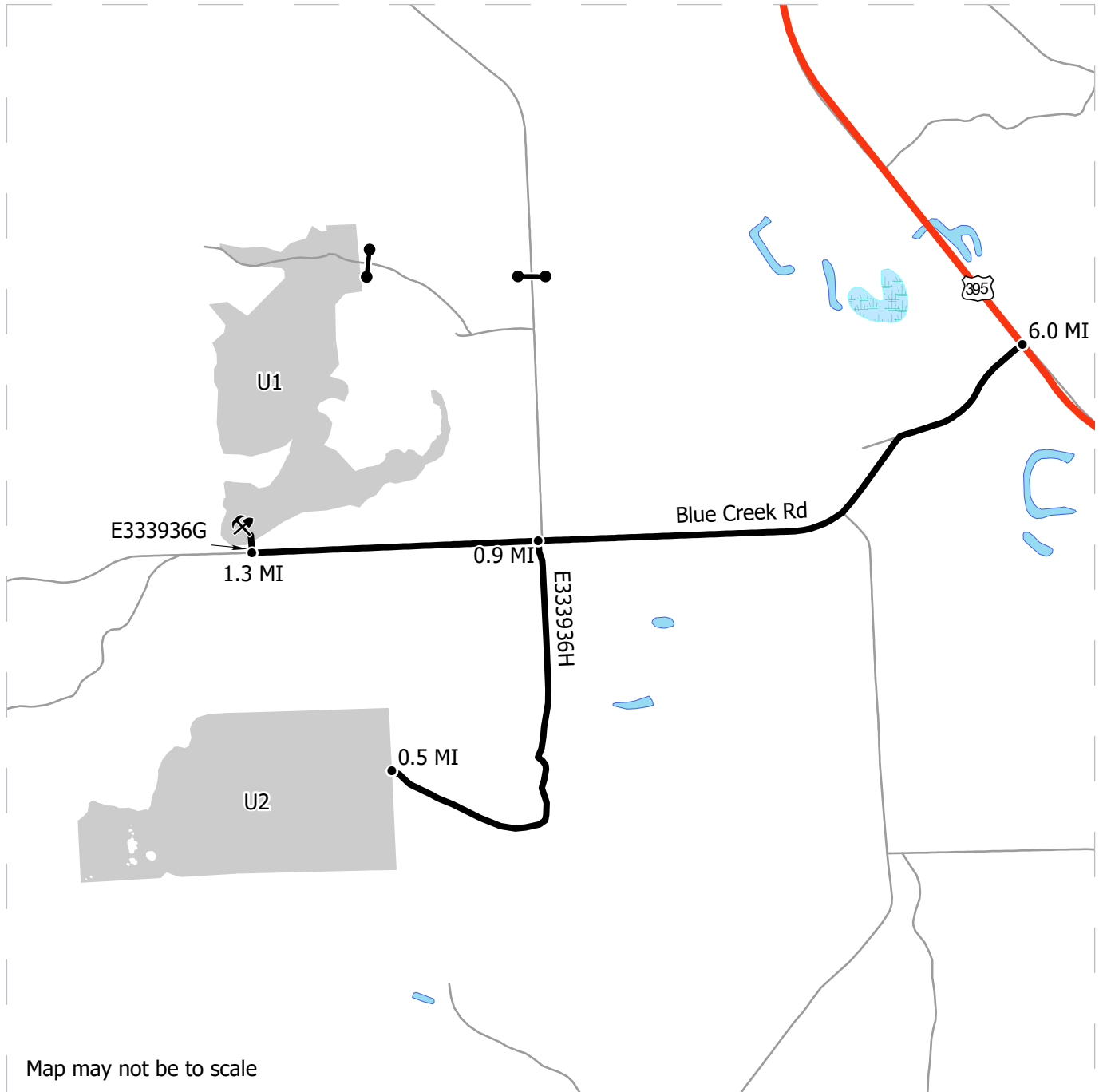
Public Land Survey Townships	Sale Boundary Tags	Optional Construction
DNR Managed Lands	Leave Tree Tags	Required Pre-Haul Maintenance
Variable Retention Harvest	Fence	Streams
Leave Tree Area	Equipment Limitation Zone	Rock Pit
Non-Tradeable Leave Clump	Existing Roads	Gate
Wetlands - Non-forested	Required Construction	Survey Monument
Hazard Abatement Area	Required Reconstruction	Haul Route



# DRIVING MAP

**SALE NAME:** Q MOUNTAIN VIEW  
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**TRUST(S):** Common School and Indemnity (3)

**REGION:** Northeast Region  
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**ELEVATION RGE:** 1760-2520



- Harvest Unit
- Highway
- Haul Route
- Other Route
- Distance Indicator
- Gate
- X

 Rock Pit

**DRIVING DIRECTIONS:**

Unit 1: From Chewelah, WA head North on State Route 395 for 6 miles. Turn West onto Blue Creek Road and travel West 1.3 miles and the unit is on the North side of the road.

Unit 2: From Chewelah, WA head North on State Route 395 for 6.0 miles. Turn West onto Blue Creek Road and travel West 0.9 miles. Turn South onto E333936H for 0.5 miles until you hit the property line.

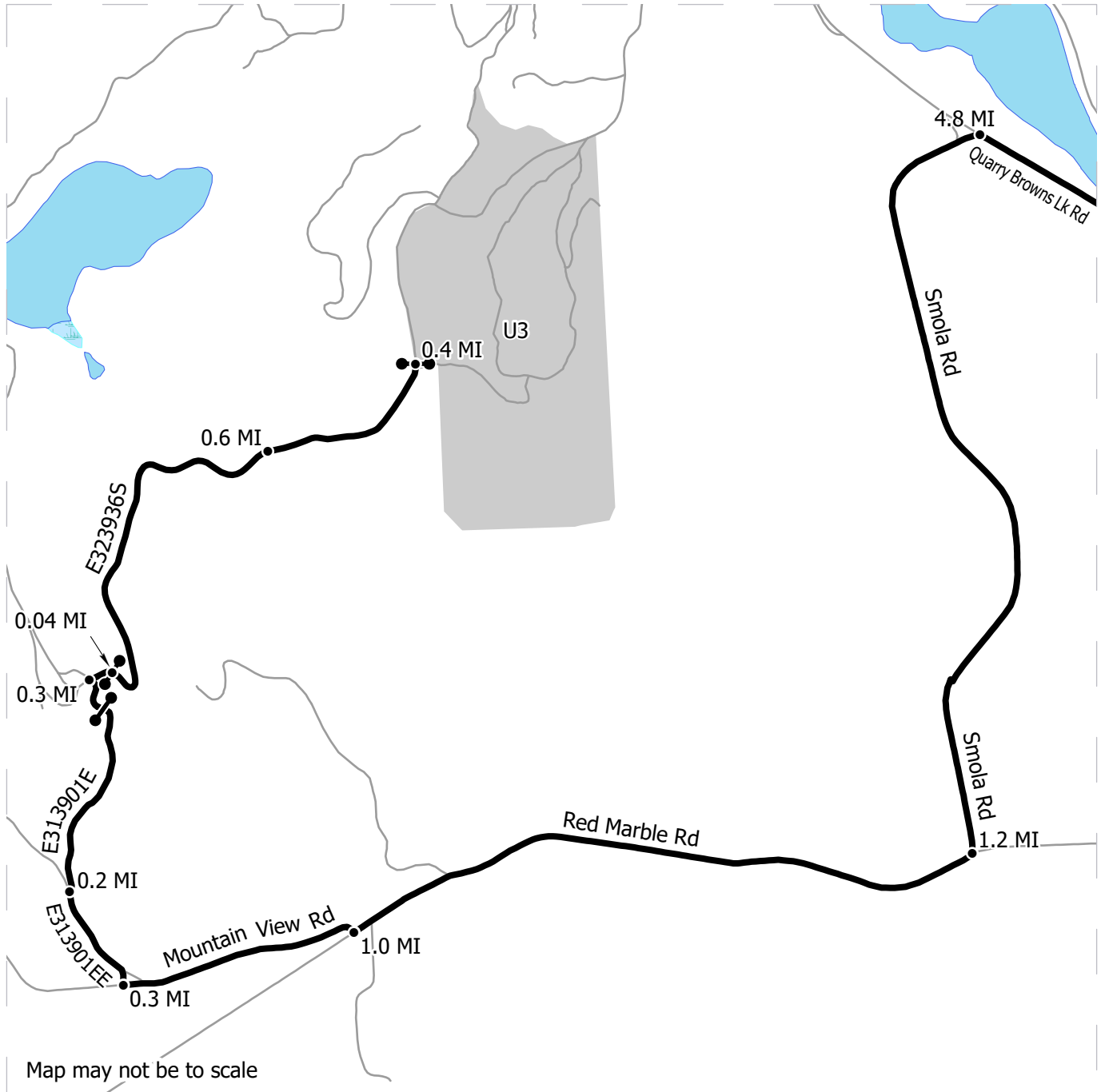
Unit 3: From Chewelah, WA head South on State Route 395 for 1.9 miles. Turn West onto Quarry Browns Lake Road and travel West for 4.8 miles. Turn South onto Smola Road and travel 1.2 miles. Turn West onto Red Marble Road and travel 1.0 mile. Turn North onto Mountain View Road for 0.3 miles. Turn North onto E313901EE and continue for 0.2 mile. Turn West onto E313901E and continue 0.3 miles to gate with a combination lock. Continue E313901E for 0.04 miles. Turn East onto E323936S and continue for 0.6 miles. Turn North continuing on E323936S for 0.4 miles until you hit the property line.



# DRIVING MAP

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**TOWNSHIP(S):** T32R39E, T33R39E  
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**REGION:** Northeast Region  
**COUNTY(S):** Stevens  
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- Harvest Unit
- Highway
- Haul Route
- Other Route
- Distance Indicator
- Gate

**DRIVING DIRECTIONS:**

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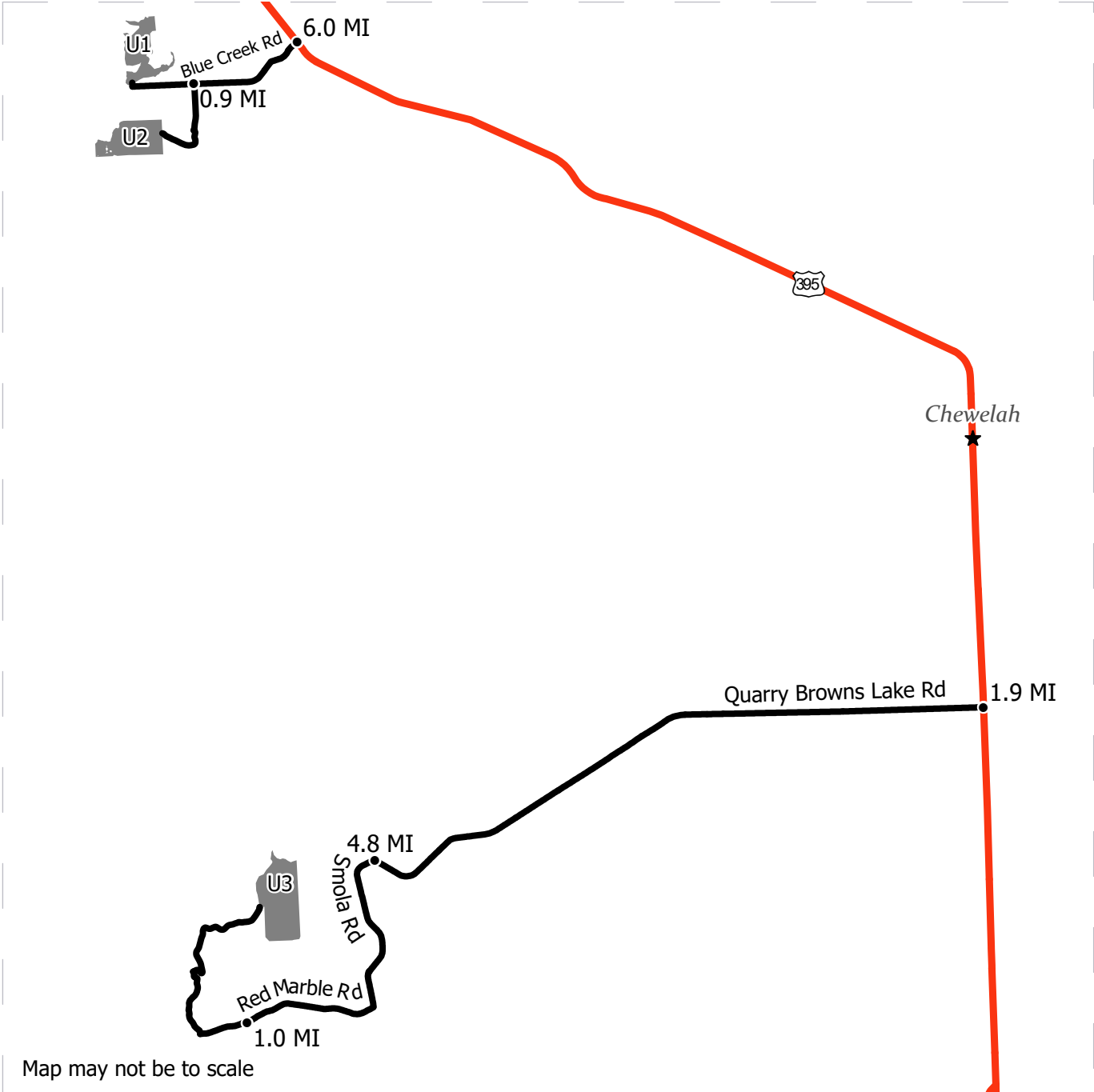
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# OVERVIEW MAP

**SALE NAME:** Q MOUNTAIN VIEW  
**AGREEMENT #:** 30-106399  
**TOWNSHIP(S):** T32R39E, T33R39E  
**TRUST(S):** Common School and Indemnity (3)

**REGION:** Northeast Region  
**COUNTY(S):** Stevens  
**ELEVATION RGE:** 1760-2520



- Sale Units
- Highway
- Haul Route
- Distance Indicator
- Town

**DRIVING DIRECTIONS:**

Unit 1: From Chewelah, WA head North on State Route 395 for 6 miles. Turn West onto Blue Creek Road and travel West 1.3 miles and the unit is on the North side of the road.

Unit 2: From Chewelah, WA head North on State Route 395 for 6.0 miles. Turn West onto Blue Creek Road and travel West 0.9 miles. Turn South onto E333936H for 0.5 miles until you hit the property line.

Unit 3: From Chewelah, WA head South on State Route 395 for 1.9 miles. Turn West onto Quarry Browns Lake Road and travel West for 4.8 miles. Turn South onto Smola Road and travel 1.2 miles. Turn West onto Red Marble Road and travel 1.0 mile. Turn North onto Mountain View Road for 0.3 miles. Turn North onto E313901EE and continue for 0.2 mile. Turn West onto E313901E and continue 0.3 miles to gate with a combination lock. Continue E313901E for 0.04 miles. Turn East onto E323936S and continue for 0.6 miles. Turn North continuing on E323936S for 0.4 miles until you hit the property line.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-0106399**

**SALE NAME: Q MOUNTAIN VIEW**

**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 28, 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 conifer species except for leave trees banded with blue paint, leave trees bounded by yellow leave tree area tags and two standing snags per acre in Units 1, 2 and 3 bounded by white timber sale boundary tags; and all right of way timber banded with orange paint.

All forest products described above located on approximately 205 acres on part(s) of Section 36 in Township 32 North, Range 39 East, Sections 35, and 36 all in Township 33 North, Range 39 East W.M. in Stevens County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

**G-031 Contract Term**

Purchaser shall complete all work required by this contract prior to October 31, 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 \$373.00 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-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-102 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 shall become a part of this contract and the Scribner log scale volume, as defined by the Northwest Log Rules Eastside, 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-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 Colville, 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; E333936F, E333936G, E333936H, E313901E, E323936S and E323936G. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

**G-320 Erosion Control**

Purchaser shall deliver 300 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

60% Smooth Brome, 20% Aslike Clover, 20% Timothy

Seed shall be certified weed free, premixed and delivered to Northeast Region Office in 50 pound bags clearly labeled with the timber sale name on each bag.

**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 Mountain View, Blue Creek and Zimmer roads, unless authority is granted in writing by the Contract Administrator.

**G-380 Road Easement and Road Use Permit Requirements**

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

Easement 1459 with Elliott dated March 28, 1985

Easement 1459 amendment with Trillium Land Investments dated October 16, 2024

Easement 1589 with Hodgen dated August 18, 1977

Easement 76762 with Frese dated April 22, 2005

Easement 106014 with Garfield dated October 23, 2023

Easement 106036 with Riffle dated March 25, 2024

Road Use Permit 106365 with Graham dated January 10, 2024

Road Use Permit 106367 with Small dated January 29, 2024

**G-395 Road Approach Permit**

Purchaser must enter into a road approach permit with Stevens County.

Purchaser must provide the State with a copy of the executed permit, or a letter from Stevens County, indicating that a satisfactory road approach permit has been consummated between Purchaser and Stevens County.

**G-430 Open Fires**

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

**G-450 Encumbrances**

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

Lease, including the terms and provisions thereof,  
For: Grazing  
In Favor of: Trillium Land Investments LLC  
Disclosed by Application No.: 10-C59343  
Granted: 5/1/2023  
Expires: 4/30/2034

Lease, including the terms and provisions thereof,  
For: Agricultural  
In Favor of: Brandon R. Stauffer  
Disclosed by Application No.: 12-106440  
Granted: 6/1/2024  
Expires: 5/31/2034

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Brauner Lumber Company; Forest Green Tree Farms, Inc.; Richard D. & Maxine Brauner  
Disclosed by Application No.: 50-040254  
Granted: 12/22/1977  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Road/Pipeline  
In Favor of: Clifford L. & Rose L. Elliott  
Disclosed by Application No.: 50-045616  
Granted: 3/28/1985  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Boise Cascade Corporation  
Disclosed by Application No.: 50-049418  
Granted: 9/26/1988  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: County Road  
In Favor of: Stevens County  
Disclosed by Application No.: 50-CR1069  
Granted: 5/18/1925  
Expires: Indefinite

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$110,734.00. The total contract price consists of a \$0.00 contract bid price plus \$110,734.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$99,400.00. The Security provided shall



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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from February 1 to June 1 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-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 14 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 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-050 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

## 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-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

## H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using D6 equivalent or smaller ground skidding equipment and ground based harvesting equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

## H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

## H-130 Hauling Schedule

The hauling of forest products will not be permitted on all roads from February 1 to June 1 unless authorized in writing by the Contract Administrator.

## H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

a. No operations associated with timber harvest, hauling, or road work will be permitted within 1/2 mile of an active American goshawk nest from March 1 to August 1 or later if young are still on the nest.

b. If the utility and standing dead trees are removed, Purchaser shall leave two down logs per acre and two standing snags per acre from the larger diameter classes when safe to do so.

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

**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.

**H-250 Additional Falling Requirements**

Within all units, all non-merchantable live stems greater than 3 inches not banded with blue paint, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

**H-260 Fall Leaners**

Trees within the units that have been pushed over in falling or skidding operations shall be felled.

**Section C: Construction and Maintenance**

**C-040 Road Plan**

Road construction and associated work provisions of the Road Plan for this sale, dated 8/20/2024 are hereby made a part of this contract.

**C-050 Purchaser Road Maintenance and Repair**

Purchaser shall perform work at their own expense on E333936F, E333936G, E333936H, E313901E, E323936S and E323936G roads. All work shall be completed to the specifications detailed in the Road Plan.

**C-080 Landing Locations Approved Prior to Construction**

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

**C-130 Dust Abatement**

Purchaser shall abate dust on the E333936F, E333936G, E333936H, E313901E, E323936S and E323936G roads used for hauling from May 1 to October 1.

**C-140 Water Bars**

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

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

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

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

**S-010 Fire Hazardous Conditions**

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

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

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

**S-020 Extreme Hazard Abatement**

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

**S-030 Landing Debris Clean Up**

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

S-035 Logging Debris Clean Up

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

S-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 12 percent or lower on the sale area, all operations must cease unless authority to continue is granted by the State in writing.

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

S-140 Fence Repair

Purchaser shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

The following clauses provide for payments by Purchaser to the State for breaches of the terms of this contract other than failure to perform. These payments are agreed to

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

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

D-041 Reserve Tree Excessive Damage

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



SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Patrick Ryan  
Northeast Region Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_

My appointment expires \_\_\_\_\_



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** Northeast

**Timber Sale Name:** Q MOUNTAIN VIEW

**Application Number:** 30- 106399

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** 3,684 linear feet  
*Road to be constructed (optional and required) but not abandoned*

**Reconstruction:** 14,946 linear feet  
*Road to be reconstructed (optional and required) but not abandoned*

**Abandonment:** 0 linear feet  
*Abandonment of existing roads not reconstructed under the contract*

**Decommission:** 0 linear feet  
*Road to be made undriveable but not officially abandoned.*

**Pre-Haul Maintenance:** 1,760 linear feet  
*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Construction:** 0 linear feet  
*Roads to be constructed (optional and required) and then abandoned*

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

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Mountain View</b>	Region: <b>Northeast</b>
Agreement #: <b>30-106399</b>	District: East Uplands
Contact Forester: Austin Hudson Phone / Location: 509-563-9121	County(s): Stevens, Choose a county
Alternate Contact: Berny Beardslee Phone / Location: <b>509-675-5119</b>	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	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) <b>Sec/Twp/Rng</b>	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	Sec36/T33N/ R39E	03	55.8	4.9	0.7	0.3	0	49.9	GPS (Garmin)
2	Sec36/T33N/ R39E	03	65	0	0	0	3.8 open acres	61.2	GPS (Garmin)
3	Sec35/T33N/ R39E	03	97.5	0	0	2.6	0	93.6	GPS (Garmin)
									Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
	Enter Sec / Twp / Rng								Choose an item.
<b>TOTAL ACRES</b>			215.2	4.9	0.7	2.9	0	206.8	

**HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Blue paint (leave trees), Leave tree tags, orange paint (ROW trees), Timber sale boundary tags, orange flashers, and pink flagging	N/A	310 LTS
2	Blue paint (leave Trees), orange paint (ROW trees), Timber sale boundary tags, orange flashers, and pink flagging	N/A	390 LTS
3	Blue paint (leave trees), orange paint (ROW trees), Timber sale boundary tags, orange flashers, pink flagging and orange paint right of way timber	N/A	588 LTS and 89 ROW Trees

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	874	Barbed Wire and tree Gate off Zimmer Rd	Refer to Driving Map
2	1754	Call Dave Galbreth before entering. 509-675-5797	Refer to Driving Map
3	1300	6399 Combo Lock on gate, Call Mark Hodgen before entering. 509-680-3036	Refer to Driving Map
TOTAL MBF	3928		

**REMARKS:**

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Prepared By: Austin Hudson Date: 12/06/2023	Title: Forester	CC:
------------------------------------------------	--------------------	-----

## Timber Sale Cruise Report Mountain View

**Sale Name:** Q MOUNTAIN VIEW

**Sale Type:** LUMP SUM

**Region:** NORTHEAST

**District:** NO COLUMBIA

**Lead Cruiser:** Jake Culp

**Other Cruisers:** Hunter Leliefeld

**Cruise Narrative:**

**Location:**

Legal – Section 36 of T32N R39E. Sections 35 and 36 of T33N R39E.

General – Units 1 and 2 are approx. 6 miles NW of Chewelah, WA. Unit 3 is 6 miles SW of Chewelah, WA. All in Stevens County.

Access – Units 1 and 2 accessed off Blue Creek Rd. Unit 3 accessed off Mountain View Rd. via Red Marble Rd.

**Cruise Design:**

-This sale was cruised using variable radius plots, utilizing the cruise-count method. Plot locations found using a Garmin handheld GPS unit. The walk-through method was used on plots near boundaries.

-Minor species cruise intensity: We grade the first tree of all minor species encountered; then follow the set cruise design.

-Min. DBH: 8" DBH for PP and RC, 7" DBH for all other species

-Log Length and grades: 32' logs where possible, minimum of 12' lengths. Trees are graded using Eastside Scaling Rules.

-Top DIB: Trees less than 17.5" DBH have a minimum top of 4.6" DIB for all species; Trees 17.6" and greater DBH have a minimum top DOB of 40% of DOB at 16' or a 6" top, whichever is greater.

**Take/Leave Prescription:**

Cut all trees not marked with blue paint. Leave all trees within tagged and flagged "Leave Tree Areas".

**Cruise Acres determination:**

Net harvest unit acreages are used for cruise acreages.

**Stand composition:**

The stands are mainly second growth, even aged Douglas fir with minor components of ponderosa pine, western red cedar, western larch, and grand fir. Units 2 and 3 are well stocked with uniform density and size composition, while Unit 1 has a more variable stem density.

**Timber quality:**

Timber to be harvested is comprised of domestic quality Douglas fir (79%), ponderosa pine (9%), western red cedar (4%), western larch (4%), and grand fir (3%). Sale consists of many good quality, large diameter 2 Saw DF logs, which is where about 1/3 of the volume comes from.

**Stand health/defect:**

Root rot pockets observed in all three units. Mistletoe seen in small amounts throughout the sale. Most of the western red cedar contains butt rot. Defect is generally low throughout the sale, most logs are good quality.

**Aspect:**

South, Southeast, Southwest, Northeast, Northwest.

## Elevation:

1750'-2500'

## Harvesting methods:

100% ground based

## Slope:

Unit 1- Max 50%, Avg. 13%

Unit 2- Max 50%, Avg. 10%

Unit 3- Max 40%, Avg. 10%

## Other considerations/remarks:

Units 2 and 3 have heavy brush throughout most of the units. Unit 2 has many mine shafts on the west side of the units, these are marked with pink ribbon.

## Trust:

This sale is 100% Trust #3.

## Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	15.6			3,384	1,555	1,591	238	
PP	17.8			377			174	203
RC	16.5			185		174	11	
WL	13.8			169	38	102	29	
GF	25.0			145	137		7	
ALL	15.7			4,259	1,731	1,866	458	203

## Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	19,952	8,381	9,819	1,753	
PP	2,013			790	1,222
RC	1,278		1,214	63	
WL	1,016	208	611	197	
GF	698	639		59	
ALL	24,957	9,228	11,644	2,863	1,222

## 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 (%)
129.7	5.1	159.4	2.9	20,806	6.0

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
MOUNTAIN VIEW U1	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	49.9	51.8	43	18	5
MOUNTAIN VIEW U2	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	61.2	64.5	47	12	4
MOUNTAIN VIEW U3	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	93.6	97.5	64	17	5
All		204.7	213.8	154	47	14

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.1	32	7,669	7,598	0.9	8,380.6	1,555.2
DF	LIVE	3 SAW	Domestic	8.2	32	7,832	7,771	0.8	9,818.9	1,590.8
DF	LIVE	4 SAW	Domestic	5.4	20	1,162	1,162	0.0	1,753.0	237.8
GF	LIVE	2 SAW	Domestic	15.9	32	671	671	0.0	638.9	137.4
GF	LIVE	4 SAW	Domestic	8.6	18	36	36	0.0	59.0	7.4
PP	LIVE	4 SAW	Domestic	13.6	32	848	848	0.0	790.5	173.7
PP	LIVE	5 SAW	Domestic	7.8	27	1,028	994	3.3	1,222.4	203.4
RC	LIVE	3 SAW	Domestic	9.2	31	1,010	849	15.9	1,214.4	173.9
RC	LIVE	4 SAW	Domestic	6.3	15	53	53	0.0	63.5	10.8
RC	LIVE	CULL	Cull	14.2	32	93	0	100.0	0.0	0.0
WL	LIVE	2 SAW	Domestic	12.5	32	186	186	0.0	208.1	38.1
WL	LIVE	3 SAW	Domestic	7.6	32	508	497	2.2	610.6	101.8
WL	LIVE	4 SAW	Domestic	5.7	26	167	141	15.6	197.5	28.8

**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	6.1	26	4,396	0.8	6,011.2	899.8
DF	9 - 11	LIVE	Domestic	10.0	32	4,287	0.5	5,304.9	877.4
DF	12 - 14	LIVE	Domestic	12.7	32	3,733	1.5	4,450.8	764.1
DF	15 - 19	LIVE	Domestic	16.2	32	3,413	0.4	3,547.5	698.6
DF	20+	LIVE	Domestic	22.3	32	703	0.0	638.1	143.9
GF	9 - 11	LIVE	Domestic	8.6	18	36	0.0	59.0	7.4
GF	12 - 14	LIVE	Domestic	13.1	32	215	0.0	221.2	44.1
GF	15 - 19	LIVE	Domestic	18.6	32	456	0.0	417.8	93.3
PP	5 - 8	LIVE	Domestic	6.7	25	393	7.2	532.1	80.5
PP	9 - 11	LIVE	Domestic	10.0	31	616	0.6	671.6	126.1



Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
PP	12 - 14	LIVE	Domestic	12.7	32	426	0.0	455.0	87.3
PP	15 - 19	LIVE	Domestic	15.9	32	276	0.0	252.4	56.5
PP	20+	LIVE	Domestic	22.8	32	130	0.0	101.8	26.7
RC	5 - 8	LIVE	Domestic	6.9	24	345	6.8	495.8	70.7
RC	9 - 11	LIVE	Domestic	9.7	32	166	17.0	270.6	34.0
RC	12 - 14	LIVE	Domestic	11.8	32	129	9.2	174.9	26.5
RC	12 - 14	LIVE	Cull	14.2	32	0	100.0	0.0	0.0
RC	15 - 19	LIVE	Domestic	15.9	32	261	25.3	336.7	53.5
WL	5 - 8	LIVE	Domestic	6.0	28	356	0.3	443.8	72.8
WL	9 - 11	LIVE	Domestic	9.4	32	267	4.0	322.1	54.7
WL	12 - 14	LIVE	Domestic	12.3	32	201	11.0	250.3	41.1

## Cruise Unit Report MOUNTAIN VIEW U1

### Unit Sale Notice Volume (MBF): MOUNTAIN VIEW U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
PP	17.6			323			149	174
DF	12.9			313	117	165	31	
WL	17.4			36	16	13	6	
RC	18.1			2		1	0	
ALL	15.1			673	133	179	186	174

### Unit Cruise Design: MOUNTAIN VIEW U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	49.9	51.8	43	18	5

### Unit Cruise Summary: MOUNTAIN VIEW U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP	31	81	1.9	0
DF	25	67	1.6	0
WL	3	7	0.2	0
RC	1	1	0.0	0
ALL	60	156	3.6	0

### Unit Cruise Statistics: MOUNTAIN VIEW 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 (%)
PP	47.4	118.3	18.0	136.5	39.3	7.1	6,465	124.6	19.4
DF	39.2	110.5	16.9	160.0	41.7	8.3	6,272	118.2	18.8
WL	4.1	297.6	45.4	175.0	29.4	17.0	716	299.1	48.5
RC	0.6	655.7	100.0	59.3	0.0	0.0	35	655.7	100.0
ALL	91.2	71.4	10.9	147.8	41.0	5.3	13,488	82.3	12.1

**Unit Summary: MOUNTAIN VIEW U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	12.9	59	74	6,357	6,272	1.3	43.2	39.2	10.9	313.0
PP	LIVE	CUT	31	ALL	17.6	71	94	6,520	6,465	0.9	28.0	47.4	11.3	322.6
RC	LIVE	CUT	1	ALL	18.1	59	73	42	35	16.5	0.3	0.6	0.1	1.7
WL	LIVE	CUT	3	ALL	17.4	88	112	818	716	12.4	2.5	4.1	1.0	35.7
ALL	LIVE	CUT	60	ALL	15.0	65	83	13,736	13,488	1.8	74.0	91.2	23.3	673.0
ALL	ALL	ALL	60	ALL	15.0	65	83	13,736	13,488	1.8	74.0	91.2	23.3	673.0

## Cruise Unit Report MOUNTAIN VIEW U2

### Unit Sale Notice Volume (MBF): MOUNTAIN VIEW U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	14.9			1,282	504	665	113	
WL	13.6			96	22	58	16	
PP	18.8			35			14	21
RC	18.0			4		3	1	
ALL	15.1			1,416	526	726	143	21

### Unit Cruise Design: MOUNTAIN VIEW U2

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	61.2	64.5	47	12	4

### Unit Cruise Summary: MOUNTAIN VIEW U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	39	155	3.3	0
WL	3	11	0.2	0
PP	4	6	0.1	0
RC	1	1	0.0	0
ALL	47	173	3.7	0

### Unit Cruise Statistics: MOUNTAIN VIEW 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	131.9	69.2	10.1	158.8	28.7	4.6	20,946	74.9	11.1
WL	9.4	270.4	39.4	167.6	20.1	11.6	1,569	271.2	41.1
PP	5.1	310.6	45.3	111.0	34.5	17.3	567	312.6	48.5
RC	0.9	685.6	100.0	70.8	0.0	0.0	60	685.6	100.0
ALL	147.2	61.3	8.9	157.2	29.9	4.4	23,142	68.2	9.9

**Unit Summary: MOUNTAIN VIEW U2**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	39	ALL	14.9	72	90	21,098	20,946	0.7	108.9	131.9	34.2	1,281.9
PP	LIVE	CUT	4	ALL	18.8	76	102	610	567	7.0	2.6	5.1	1.2	34.7
RC	LIVE	CUT	1	ALL	18.0	60	75	60	60	0.0	0.5	0.9	0.2	3.7
WL	LIVE	CUT	3	ALL	13.6	83	106	1,584	1,569	0.9	9.3	9.4	2.5	96.0
ALL	LIVE	CUT	47	ALL	14.9	73	91	23,351	23,142	0.9	121.3	147.2	38.1	1,416.3
ALL	ALL	ALL	47	ALL	14.9	73	91	23,351	23,142	0.9	121.3	147.2	38.1	1,416.3

## Cruise Unit Report MOUNTAIN VIEW U3

### Unit Sale Notice Volume (MBF): MOUNTAIN VIEW U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	16.5			1,789	934	761	94	
RC	16.5			179		169	10	
GF	25.0			145	137		7	
WL	10.7			37		30	6	
PP	18.8			20			11	9
ALL	16.3			2,170	1,072	961	129	9

### Unit Cruise Design: MOUNTAIN VIEW U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	93.6	97.5	64	17	5

### Unit Cruise Summary: MOUNTAIN VIEW U3

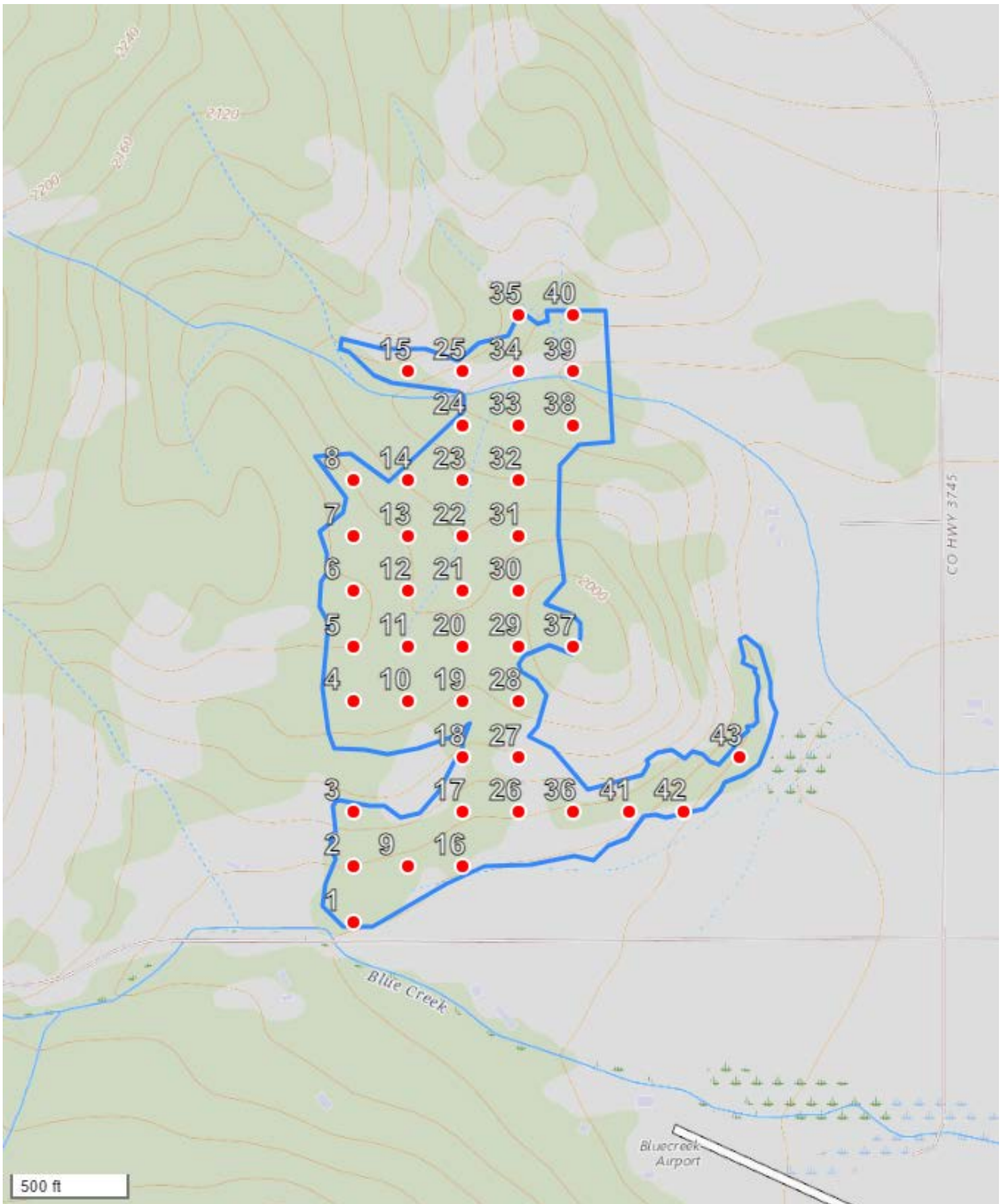
Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	48	174	2.7	0
RC	9	29	0.5	0
GF	1	10	0.2	0
WL	2	5	0.1	0
PP	2	4	0.1	0
ALL	62	222	3.5	0

### Unit Cruise Statistics: MOUNTAIN VIEW 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	108.8	75.1	9.4	175.7	33.9	4.9	19,112	82.5	10.6
RC	18.1	288.8	36.1	105.7	47.3	15.8	1,915	292.6	39.4
GF	6.3	306.4	38.3	247.5	0.0	0.0	1,547	306.4	38.3
WL	3.1	414.6	51.8	126.0	24.5	17.3	394	415.3	54.6
PP	2.5	390.4	48.8	84.6	87.1	61.6	212	400.0	78.6
ALL	138.8	61.0	7.6	167.1	38.6	4.9	23,179	72.2	9.1

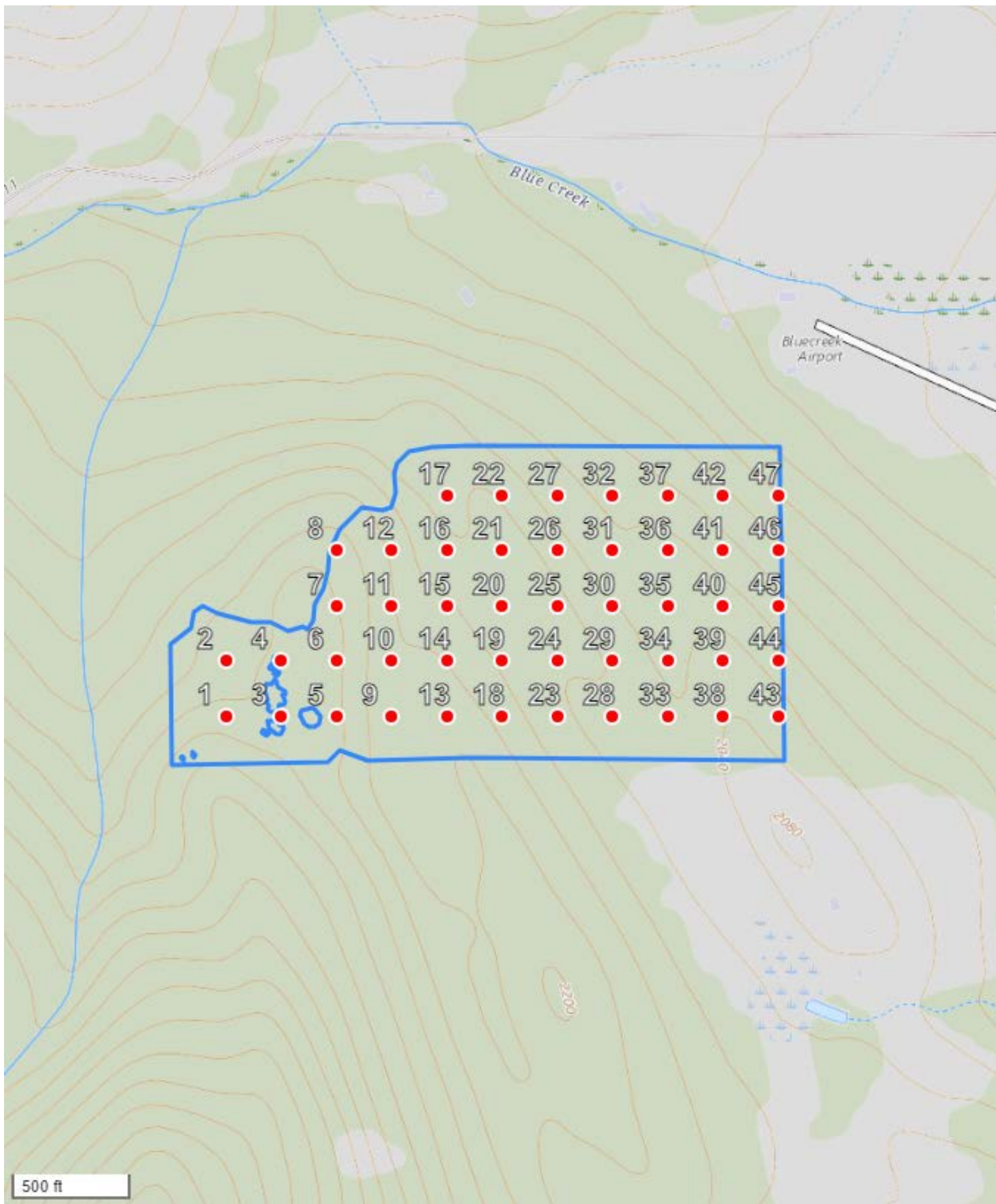
**Unit Summary: MOUNTAIN VIEW U3**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	48	ALL	16.5	72	91	19,257	19,112	0.8	73.2	108.8	26.8	1,788.9
GF	LIVE	CUT	1	ALL	25.0	86	110	1,547	1,547	0.0	1.8	6.3	1.3	144.8
PP	LIVE	CUT	2	ALL	18.8	59	78	229	212	7.7	1.3	2.5	0.6	19.8
RC	LIVE	CUT	9	ALL	16.5	67	84	2,466	1,915	22.4	12.2	18.1	4.5	179.2
WL	LIVE	CUT	2	ALL	10.7	74	93	411	394	4.3	5.0	3.1	1.0	36.8
ALL	LIVE	CUT	62	ALL	16.5	72	90	23,911	23,179	3.1	93.5	138.8	34.0	2,169.6
ALL	ALL	ALL	62	ALL	16.5	72	90	23,911	23,179	3.1	93.5	138.8	34.0	2,169.6

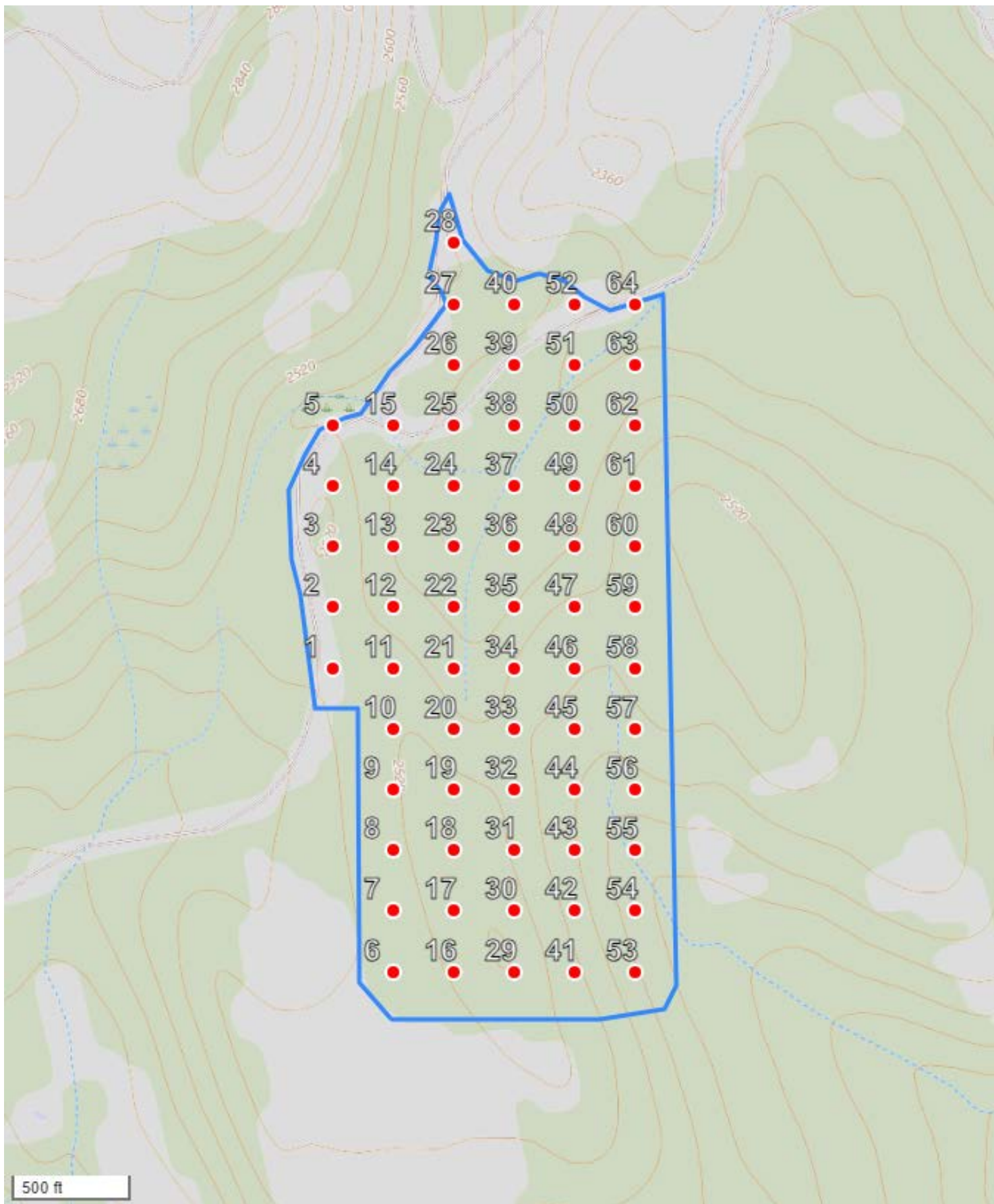


FMA Name: MOUNTAIN VIEW U1	N Plots: 43	Plot Spacing: 231.6 ft
Grid Name: MOUNTAIN VIEW U1 - 1	Acres Treated: 49.9	Main Azimuth: 0 deg





FMA Name: MOUNTAIN VIEW U2	N Plots: 47	Plot Spacing: 232.3 ft
Grid Name: MOUNTAIN VIEW U2 - 1	Acres Treated: 64.5	Main Azimuth: 0 deg



FMA Name: MOUNTAIN VIEW U3	N Plots: 64	Plot Spacing: 255.3 ft
Grid Name: MOUNTAIN VIEW U3 - 1	Acres Treated: 93.6	Main Azimuth: 0 deg



Forest Practices Application/Notification  
Notice of Decision

FPA/N No: 3026933

Effective Date: 04/01/2024

Expiration Date: 04/01/2027

Shut Down Zone: 687

EARR Tax Credit:  Eligible  Non-eligible

Reference: Q Mountain View

35,36-33-39 / 36-32-39 / 1-31-39

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

Approved with no conditions.

Issued By: Bob Hinds

Region: Northeast

Title: Forest Practices Forester

Date: 04/01/2024

Copies to:  Landowner, Timber Owner and Operator

Issued in person:  LO  TO  OP

By:

*Saladnil Hook*

Date: 4/1/24

**Appeal Information**

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See [RCW 76.09.205](http://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:**

<b>Pollution Control Hearings Board</b>	<b>Office of the Attorney General Natural Resources Division</b>	<b>Department Of Natural Resources Northeast Region</b>
<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 &amp; Mailing Address</u> 225 S. Silke Road Colville, WA 99114

Information regarding the Pollution Control Hearings Board can be found at: <https://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, \_\_\_\_\_, caused the Notice of Decision for FPA/N No. 3026933 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

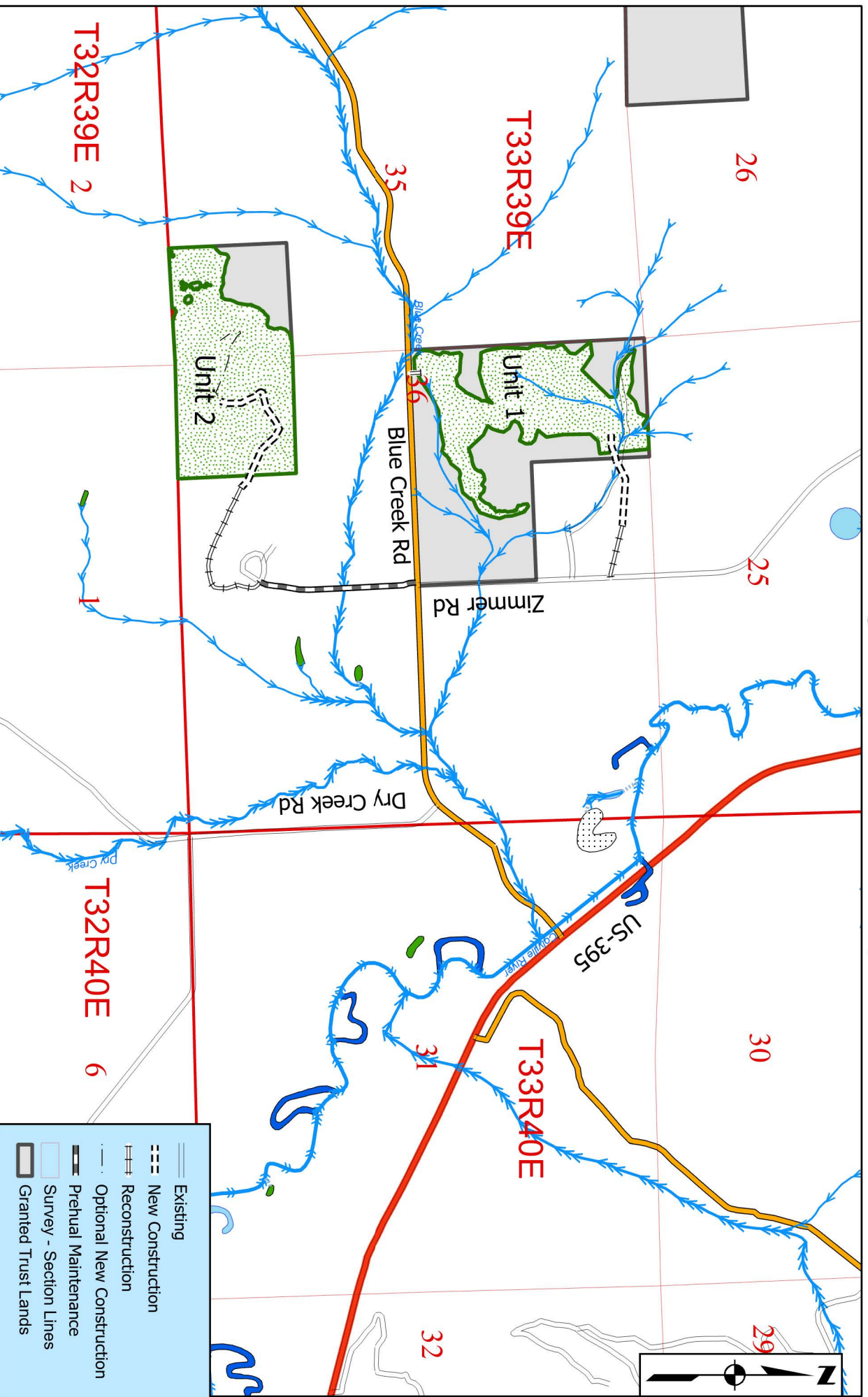
\_\_\_\_\_  
(Date)                      Colville, WA  
(City & State where signed)                      \_\_\_\_\_  
(Signature)

Washington State Department of Natural Resources

Sale Name: Mountain View  
Agreement No.: 30-106399

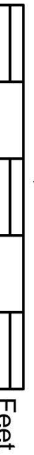
Road Plan Map  
Page 1 of 7

Region: Northeast  
County: Stevens



	Existing
	New Construction
	Reconstruction
	Optional New Construction
	Prehaul Maintenance
	Survey - Section Lines
	Granted Trust Lands

3,000  
1,500  
0



1 inch equals 1,500 feet

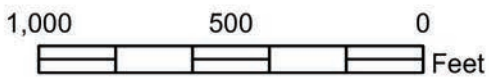
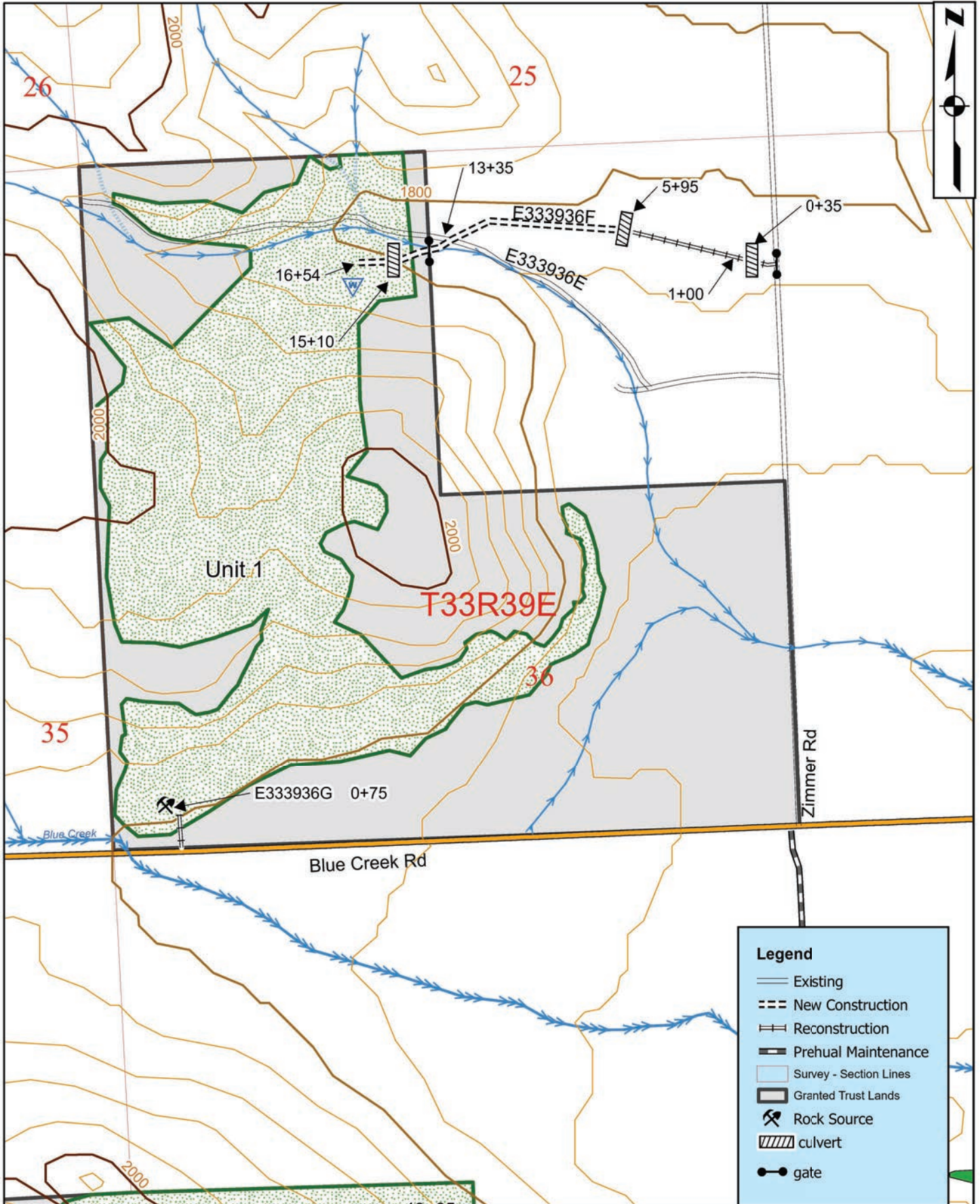
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Washington State Department of Natural Resources

Sale Name: Mountain View  
Agreement No.: 30-106399

Road Plan Map  
Page 2 of 7

Region: Northeast  
County: Stevens



1 inch equals 500 feet

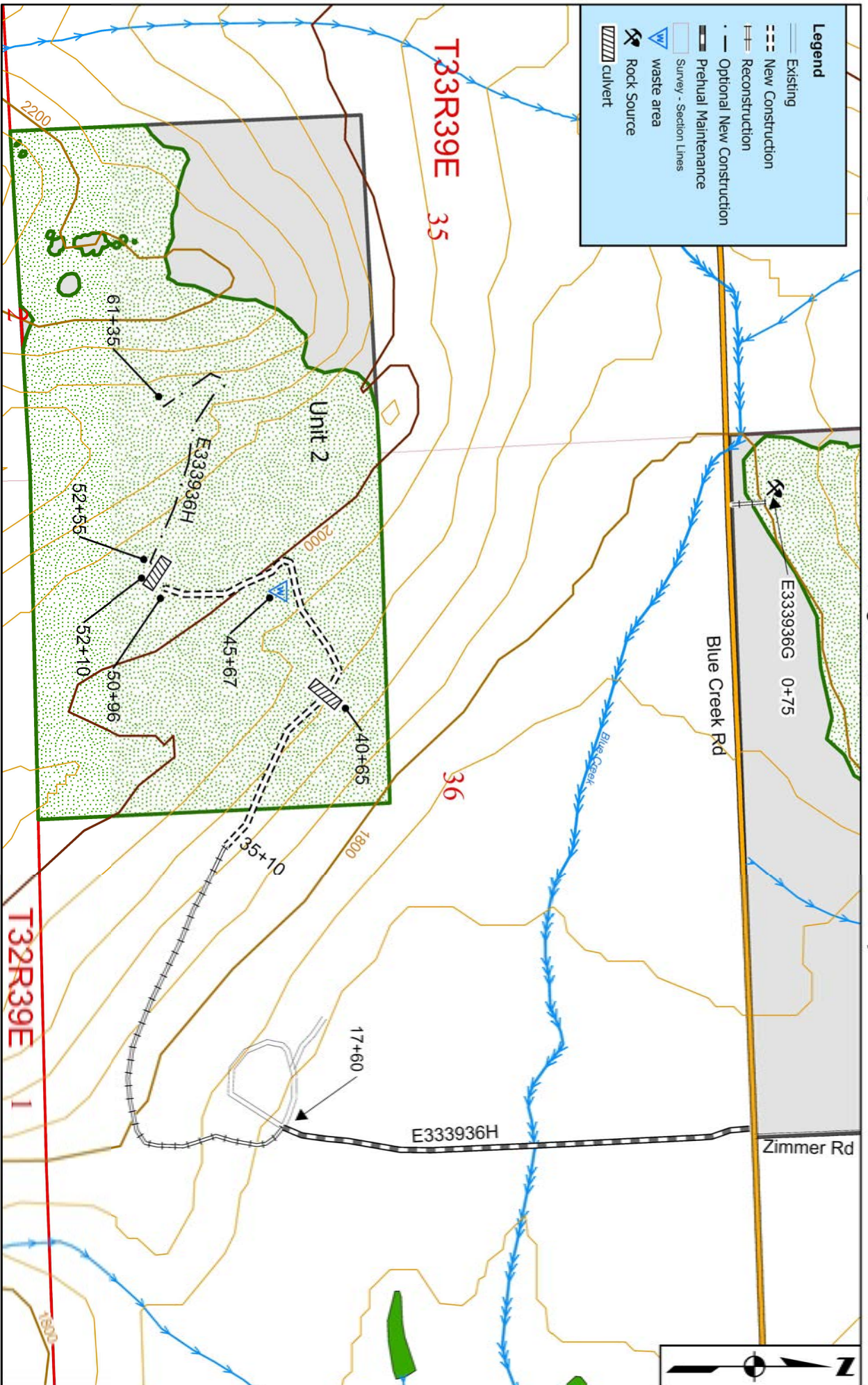
Date: 8/21/2024

Washington State Department of Natural Resources

Sale Name: Mountain View  
Agreement No.: 30-106399

Road Plan Map  
Page 3 of 7

Region: Northeast  
County: Stevens



1 inch equals 500 feet

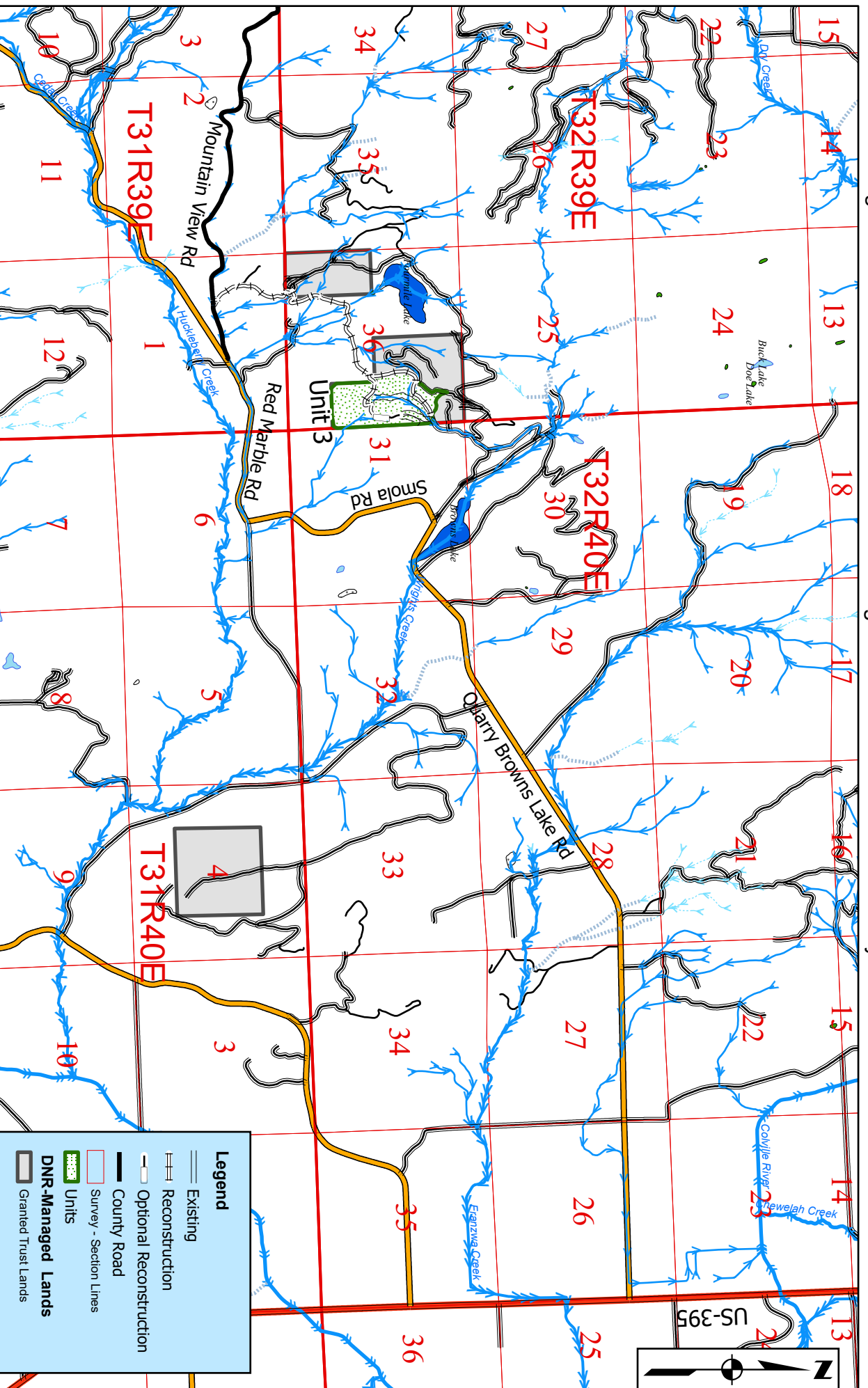
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Washington State Department of Natural Resources

Sale Name: Mountain View  
Agreement No.: 30-106399

Road Plan Map  
Page 4 of 7

Region: Northeast  
County: Stevens



**Legend**

- Existing
- Reconstruction
- Optional Reconstruction
- County Road
- Survey - Section Lines
- Units
- DNR-Managed Lands
- Granted Trust Lands



1 inch equals 4,000 feet

Date: 1/17/2024

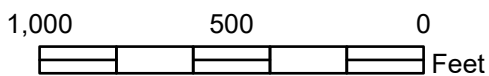
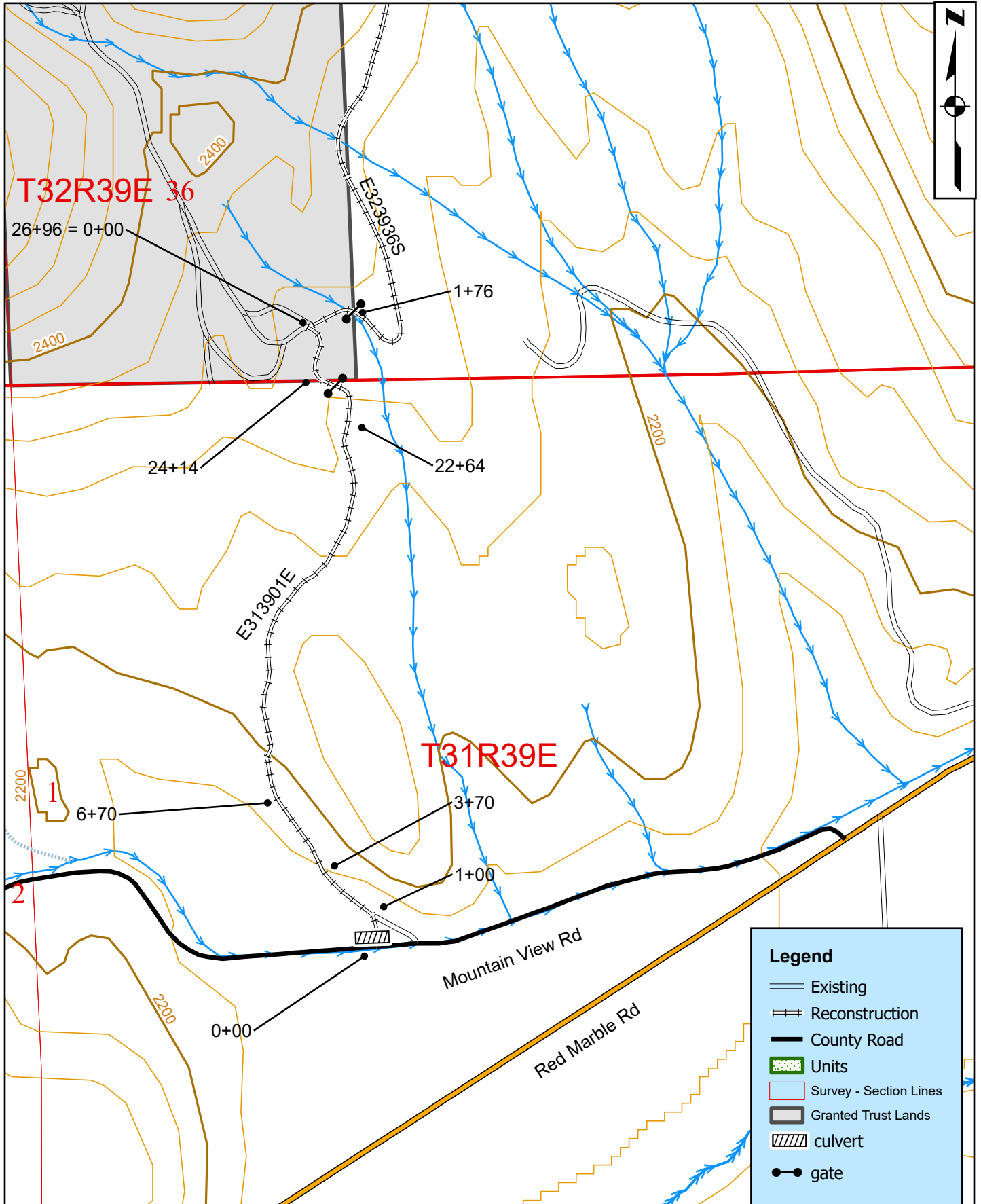


Washington State Department of Natural Resources

Sale Name: Mountain View  
Agreement No.: 30-106399

Road Plan Map  
Page 5 of 7

Region: Northeast  
County: Stevens



1 inch equals 500 feet

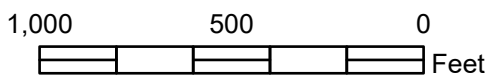
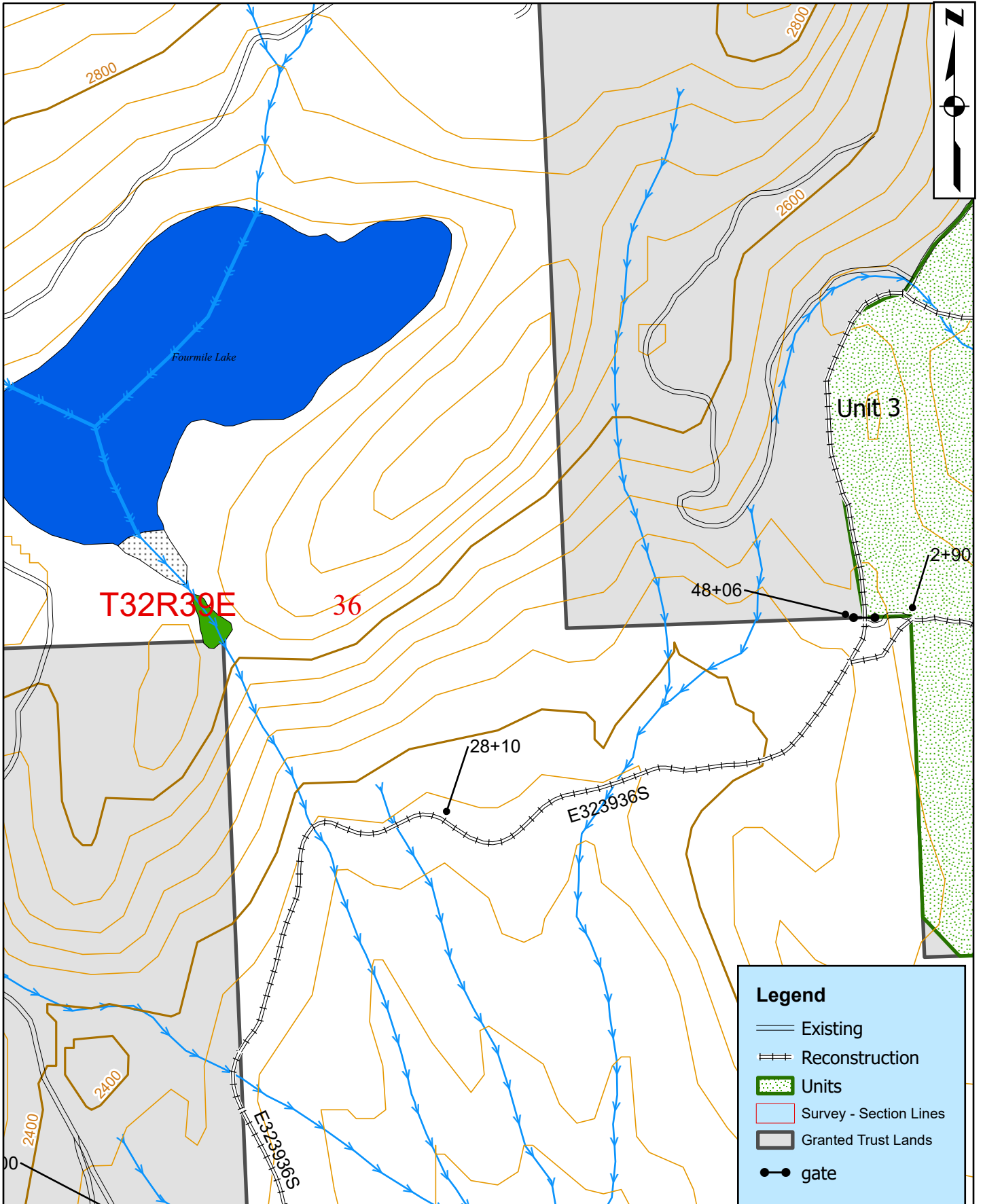
Date: 1/17/2024

Washington State Department of Natural Resources

Sale Name: Mountain View  
Agreement No.: 30-106399

Road Plan Map  
Page 6 of 7

Region: Northeast  
County: Stevens



1 inch equals 500 feet

Date: 1/17/2024

**Legend**

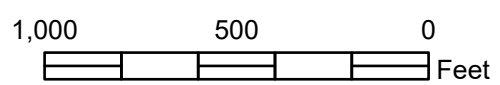
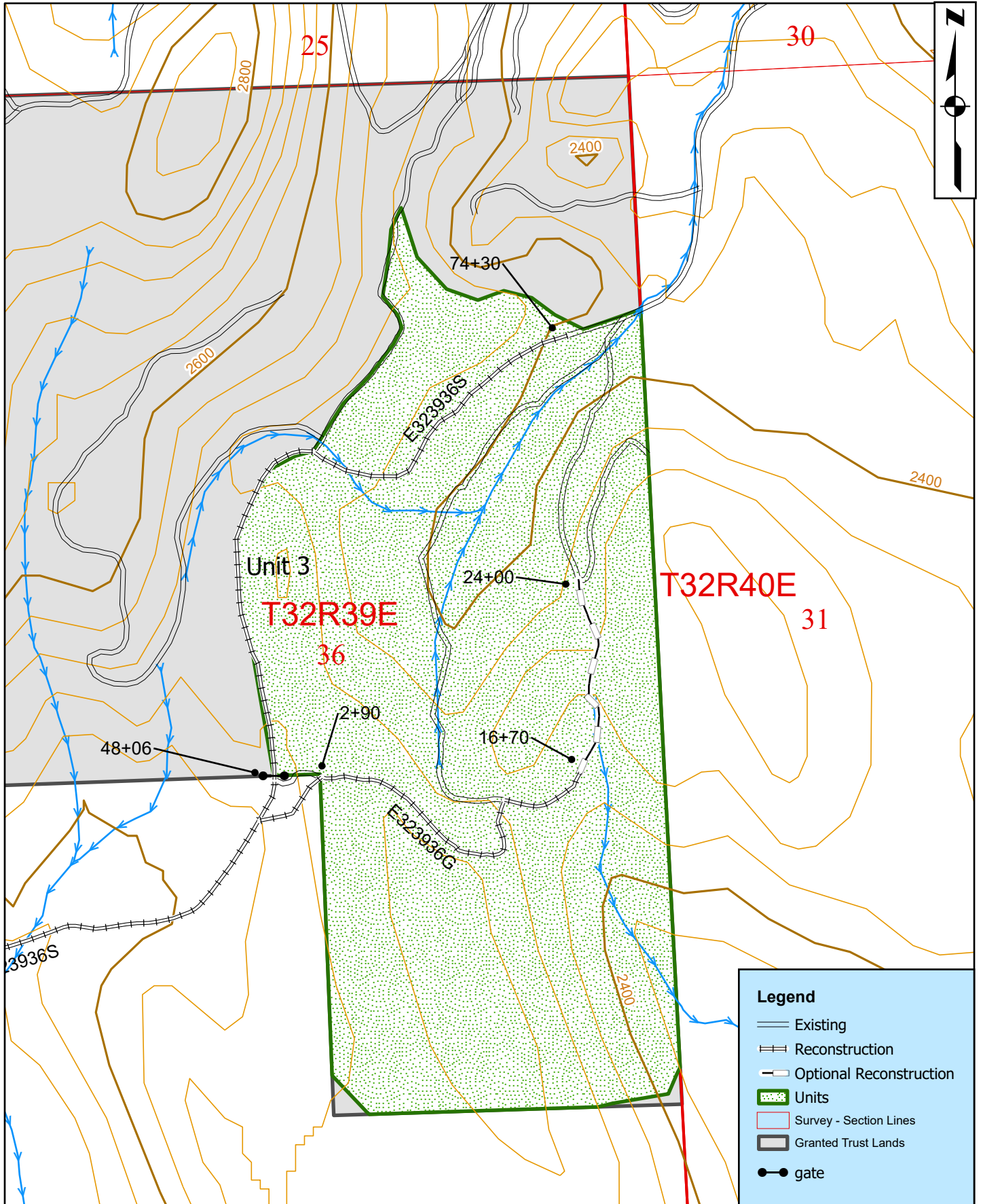
- Existing
- Reconstruction
- Units
- Survey - Section Lines
- Granted Trust Lands
- gate

Washington State Department of Natural Resources

Sale Name: Mountain View  
Agreement No.: 30-106399

Road Plan Map  
Page 7 of 7

Region: Northeast  
County: Stevens



1 inch equals 500 feet

Date: 1/17/2024

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

MOUNTAIN VIEW TIMBER SALE ROAD PLAN  
STEVENS COUNTY  
NORTH COLUMBIA DISTRICT  
NORTHEAST REGION

AGREEMENT NO.: 30-106399

STAFF ENGINEER: GENE GIBBS

DATE: 8/20/2024

DRAWN & COMPILED BY: GENE GIBBS

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>
E333936F	0+00 to 5+95	Reconstruction
E333936F	5+95 to 16+54	New Construction
E333936G	0+00 to 0+75	Reconstruction
E333936H	0+00 to 17+60	Prehaul Maintenance
E333936H	17+60 to 35+10	Reconstruction
E333936H	35+10 to 50+96	New Construction
E313901E	0+00 to 26+96	Reconstruction
E323936S	0+00 to 74+30	Reconstruction
E323936G	0+00 to 16+70	Reconstruction

**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>
E333936H	50+96 to 61+35	New Construction
E323936G	16+70 to 24+00	Reconstruction

**0-4 CONSTRUCTION**

Construction includes, but is not limited to clearing & grubbing, pioneering & decking logs, subgrade construction, rolling dip, cross drain, and culvert installation, Fish passage structure installation, cut & fill, embankment construction, rip rap and rock application. Construct to the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications, unless otherwise specified in design details.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E333936F	5+95 to 16+54	Construct road in accordance to typical section, culvert and drainage sheet and rock list.
	13+35	Protect buried water line at station 13+35 by installing a layer of woven geotextile with a one foot lift of 3 inch minus from station 13+10 to 13+60. <u>See Mountain View Water Line Protection detail.</u>
	14+10	Install 16 foot wide wire stretch gate.
	15+10	Install 18x34 with 6 cubic yards rip rap.
	16+54	Designated waste area and designated borrow area.
E333936H	35+10 to 50+96	Construct road as shown on typical section, culvert and drainage sheet and rock list.
	40+65	Install 18x40 cross drain in swale.
<i>Optional</i>	<i>50+96 to 61+35</i>	<i>Optional Construct Road in accordance to typical section, rock list and culvert and drainage sheet.</i>
	50+96 to 52+55	Turnpike, lift road 18 inches above adjacent natural ground elevation, install a 9 inch lift of 3 inch minus crushed rock re-enforced with a layer of woven geotextile.
	52+10	Install 18x 30 cross drain in bottom of swale.

**0-5 RECONSTRUCTION**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E333936F	0+00 to 5+95	Reconstruct road as shown on typical section. Construct T-intersection in accordance to T-intersection detail at the approach to Zimmer road.
	0+15	Install 24 foot livestock gate.
	0+00 to 1+00	Install 6 inch lift of 1.25 inch crushed rock.
	0+35	Install 18"x30' cross drain with headwall.
	5+95	Install 18"x32' cross drain with headwall. Protect adjacent water spigot.
E333936G	0+00 to 0+75	Reconstruct road as shown on typical section. Construct T-intersection in accordance to T-intersection. Rock the approach to Blue Creek Road with a 9-inch lift of 3 inch minus with geotextile.
E333936H	17+60 to 35+10	Reconstruct road as shown on typical section, culvert and drainage sheet and rock list
E313901E	0+00 to 26+96	Log hauling on this section of road will only be permitted in the dry or the frozen unless otherwise authorized in writing by the contract administrator. Reconstruct road to provide drainage. Remove trees marked with orange paint, grub stumps and place outside of right away below the fill slope. Minimal brushing required to accommodate log truck traffic. Process and deck trees as directed by the contract administrator.
	0+00	Replace existing 36"x 20' culvert with a 36"x 36' culvert in the ditchline of Mountain View Road. Countersink culvert to ensure 18" of compacted fill over top of culvert.
	0+00 to 1+00	Construct T-intersection in accordance to T-intersection detail detail needs editing. Rock the approach to Mountain View Road with a 9-inch lift of 3 inch minus.
	3+70	Install rocked rolling dip.

	6+70	Install rocked rolling dip.
	22+64 22+24 to 23+04	Existing low mud hole. Install a 9-inch lift of 3 inch minus from station 22+24 to 23+04 re-enforced with woven geotextile.
	24+14	Replace existing 12-foot wide livestock gate with a 14-foot wide livestock gate. Deliver 12-foot livestock gate to culvert yard at DNR headquarters in Colville.
E323936S	0+00 to 48+06	Log hauling on this section of road will only be permitted in the dry or the frozen unless otherwise authorized in writing by the contract administrator. Reconstruct road to provide drainage. Remove trees marked with orange paint, grub stumps and place outside of right away below the fill slope. Minimal brushing required to accommodate log truck traffic. Process and deck trees as directed by the contract administrator.
	1+76	Existing 14 foot wide livestock gate.
	2+01	Install rocked rolling dip
	28+10	Overhead hazard on private property, wooden structure appears to be some type of loading equipment.
	48+06	Existing 16 foot wide livestock gate.
	48+06 to 74+30	Log hauling on this section of road will only be permitted in the dry or the frozen unless otherwise authorized in writing by the contract administrator. Reconstruct road as shown on typical section. Grade road eliminate vegetative matter, soil and debris down to solid subgrade
	74+30	Borrow pit
E323936G	0+00 to 2+90	Log hauling on this section of road will only be permitted in the dry or the frozen unless otherwise authorized in writing by the contract administrator. Reconstruct road as shown on typical section. Remove trees marked with orange paint, grub stumps and place outside of right away below the fill slope. Minimal brushing required to accommodate log truck traffic.

		Process and deck trees as directed by the contract administrator.
	2+90 to 16+70	Log hauling on this section of road will only be permitted in the dry or the frozen unless otherwise authorized in writing by the contract administrator. Reconstruct road as shown on typical section.
<i>Optional</i>	<i>16+70 to 24+00</i>	<i>Log hauling on this section of road will only be permitted in the dry or the frozen unless otherwise authorized in writing by the contract administrator. Reconstruct road as shown on typical section.</i>

Reconstruction includes, but is not limited to clearing & grubbing, subgrade reconstruction, rolling dip, cross drain, and culvert installation, cut & fill, embankment construction, culvert and ditch cleaning, riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications.

**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>
E333936H	0+00 to 17+60	Reshape road to provide drainage as need, spot rock as directed by the contract administrator.

Maintenance includes, but is not limited to brushing, clearing, grubbing, subgrade reshaping, rolling dip, cross drain, and culvert installation, cleaning culverts and ditches, grading, and riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications.

**0-7 POST-HAUL MAINTENANCE**

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



## 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 shall be submitted, in writing, to the Contract Administrator for consideration. The State must approve the submitted plans before road work begins.

### 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.

**1-15 ROAD MARKING**

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

- Road centerline marked with orange flagging
- Road stationing marked on orange ribbon and/or pink tags.
- Slope stakes with reference points

**1-18 REFERENCE POINT DAMAGE**

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

**1-21 HAUL APPROVAL**

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

**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

**1-25 ACTIVITY TIMING RESTRICTION**

Construction restrictions apply to this contract. All construction, reconstruction, and transportation of heavy equipment and/or trucks is prohibited between the following dates, except as may be authorized in writing by the Contract Administrator.

November 15 to May 31

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTIONS, the Contractor shall provide a maintenance plan to include further protection of state resources. The Contract Administrator must approve the maintenance plan, in writing, before operation in the closure period. The Contractor shall be required to maintain all haul roads including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER.

**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 3 inches on jaw run roads.
- Wheel track rutting exceeds 3 inches on crushed rock roads.
- Wheel track rutting exceeds 6 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- 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 bridge or asphalt surfaces, then rubber-tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on asphalt surfaces, Purchaser shall immediately cease all operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated for any damage caused by transporting equipment. The Contract Administrator will immediately inform the Region Engineer, or their designee. 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 Contact Administrator upon request.

**1-40 ROAD APPROACHES TO COUNTY ROADS**

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

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

**1-43 ROAD WORK AROUND UTILITIES**

Road work may be in close proximity to utilities it is the Purchaser's responsibility to identify any utilities. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way.

SECTION 2 – MAINTENANCE

**2-1 GENERAL ROAD MAINTENANCE**

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

**2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE**

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

**2-4 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**

Purchaser shall use a grader to shape the existing surface before commencement of haul and upon completion of the sale. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

**2-6 CLEANING CULVERTS**

Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before beginning hauling activities or rock application.

**2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS**

Purchaser shall clean ditches, headwalls, and catch basins. Work shall be completed before commencement of haul and upon completion of the sale and shall be subject to the written approval of the Contract Administrator. Work shall be done in accordance with the Culvert and Drainage Detail. Pulling ditch material across crushed rock road surfaces or mixing in with the road surface is not allowed.

**SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

**3-1 BRUSHING**

Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Contractor shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

**3-2 BRUSHING RESTRICTION**

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

**3-5 CLEARING**

Purchaser shall fall all vegetative material larger than 3 inches DBH or over 6 feet high between the marked right-of-way boundaries and within waste and debris areas. If not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

### **3-7 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.

### **3-10 GRUBBING**

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Stumps over 22 inches diameter shall be split. Stumps over 40 inches shall be quartered. Grubbing shall be completed before starting excavation and embankment.

### **3-12 STUMP PLACEMENT**

Purchaser shall place grubbed stumps outside of the grubbing limits or as directed by the Contract Administrator. Stumps must be placed on stable locations.

### **3-14 STUMPS WITHIN DESIGNATED WASTE AREAS**

Purchaser is not required to remove stumps within waste areas if they are cut flush with the ground.

### **3-20 ORGANIC DEBRIS DEFINITION**

Organic debris is defined as all vegetative material not eligible for removal by Contract Clauses 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, except by burning, before the application of rock or timber haul.

### **3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS**

Waste areas for organic debris shall be located within the cleared right-of-way or in natural openings, or in areas approved in writing by the Contract Administrator.

### **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, wetland, or within the riparian management zone.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

### **3-24 BURYING ORGANIC DEBRIS RESTRICTED**

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

### **3-30 EXCLUSION OF DOZER BLADES**

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

### **3-31 PILING**

Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 10 feet. Piles must be free of rock and soil. Debris piles shall be placed within the cleared right-of-way, or in natural openings, or as designated by the Contract Administrator. Placement of debris piles outside of the right-of-way limits is subject to the written approval of the Contract Administrator. No piling within the Riparian Management Zone (RMZ).

## **SECTION 4 – EXCAVATION**

### **4-1 EXCAVATOR CONSTRUCTION**

Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized, in writing, by the Contract Administrator.

### **4-2 PIONEERING**

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

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

- Culverts at live stream crossings shall be installed during pioneering operations prior to embankment.

**4-3 ROAD GRADE AND ALIGNMENT STANDARDS**

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

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

**4-4 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>
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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:

- 7 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 1 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

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

**4-12 FULL BENCH CONSTRUCTION**

Where side slopes exceed 45%, Purchaser shall use full bench construction for the entire subgrade width except as construction staked or designed. If designated, Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

**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. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

**4-22 TURNAROUNDS**

Turnarounds shall be no larger than 30 feet long and 30 feet wide. Locations shall be subject to approval by the Contract Administrator.

**4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

The Purchaser shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Excavated slopes shall be consistent with Clause 4-5 CUT SLOPE RATIO. Ditches shall be constructed concurrently with construction of the subgrade.

**4-28 DITCH DRAINAGE**

Ditches must drain to cross-drain culverts or ditchouts.

**4-29 DITCHOUTS**

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

**4-35 WASTE MATERIAL DEFINITION**

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

**4-36 DISPOSAL OF WASTE MATERIAL**

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

**4-37 WASTE AREA LOCATION**

Purchaser shall deposit waste material in the listed designated areas or areas identified and approved by the Contract Administrator. The amount of material allowed in a waste area is as listed or at the discretion of the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>	<u>Volume</u>
E333936F	16+54	Waste area and volumes must be approved by contract administrator	1,000 cubic yards
E333936H	45+67	Waste area and volumes must be approved by contract administrator	3,000 cubic yards

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

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

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 35%.
- In locations that interfere with the construction of the road prism.

- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.

**4-45 SELECT BORROW**

Select borrow consists of granular material, either naturally occurring or processed, and contains no more than 5% clay, organic debris, or trash by volume. Select borrow material must be free of rocks greater than 6 inches in any dimension.

**4-45 SELECT BORROW**

Select borrow consists of granular material, either naturally occurring or processed, and contains no more than 5% clay, organic debris, or trash by volume. Select borrow material must be free of rocks greater than 6 inches in any dimension.

**4-46 COMMON BORROW**

Common borrow consists of soil, and/or aggregate that is non-plastic and contains no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines in the sample cannot be rolled, between the hand and a smooth surface, into a thread at any moisture content. Common borrow material must be free of rocks greater than 6 inches in any dimension.

**4-47 BORROW MATERIAL**

Borrow material may not contain more than 5% clay, organic debris, or trash by volume. Borrow material must be free of rocks greater than <6> inches in any dimension.

**4-48 NATIVE MATERIAL**

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 6 inches in any dimension.

**4-49 BORROW SOURCE**

Purchaser may obtain borrow material from borrow sources identified or approved by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Type</u>
Native	E333936F 16+54	common
Overburden from pit	E323936S 74+30	select

**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. Purchaser shall accomplish all shaping using a motor grader with a minimum of 175 horsepower.

**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.

**4-60 FILL COMPACTION**

Purchaser shall compact all embankment and waste material. Minimum acceptable compaction is achieved by placing embankments in 1 foot or shallower lifts, and routing excavation equipment over the entire width of each lift.

Except as otherwise specified in this plan, a vibratory plate compactor or tamper shall be used for areas specifically requiring keyed embankment construction, and for embankment segments too narrow to accommodate equipment. Compaction with a plate compactor shall be made by a minimum of three full coverages; each lift shall not exceed 6 inches in depth.

**4-61 SUBGRADE COMPACTION**

Purchaser shall compact constructed or reconstructed subgrades deeper than 3 feet at the road shoulder by routing equipment over the entire width. Contractor shall obtain written approval from the Contract Administrator for subgrade compaction before Rock application.

**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 by routing equipment over the entire width.

**4-70 SUBGRADE REINFORCEMENT**

On the following road(s), Purchaser shall provide and install geotextile fabric as specified in the rock list. Subgrade reinforcement must be installed to a width that is 2 feet more than the subgrade width, including turnouts. Geotextile fabric must overlap by a minimum of 2 feet at all joints. The geotextile fabric must be covered with a minimum of 9 inches of compacted rock. Geotextile fabric must meet the specifications in Clause 10-3 GEOTEXTILE FOR STABILIZATION. Purchaser will provide one roll of geotextile any unused material will remain the property of the state.

<u>Road</u>	<u>Stations</u>
E333936F	13+00 to 13+50
E333936G	0+00 to 0+75
E333936H	50+96 to 52+55
E313901E	22+24 to 23+04

**SECTION 5 – DRAINAGE**

**5-1 REMOVAL OF SHOULDER BERMS**

Purchaser shall remove berms from road shoulders to permit the escape of runoff. The construction of ditchouts will be required where ponding will result from the effects of sidecast debris.

**5-5 CULVERTS**

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT & DRAINAGE LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts shall be new steel, aluminum, or polyethylene meeting the material specifications in Clauses 10-15 through 10-23. Culvert placement shall precede embankment construction.

**5-6 CULVERT TYPE**

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

**5-11 STATE SUPPLIED CULVERTS**

The following culverts will be supplied by the state and are available at Northeast region office 225 South Silke Road.

<u>Road</u>	<u>Size</u>
E313901E	36" x 36'

**5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the CULVERT & DRAINAGE LIST that are not installed will become the property of the state. Contractor shall stockpile materials at Northeast Region Headquarters in Colville.

**5-13 CONTINGENCY CULVERTS**

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

<u>Road</u>	<u>Size</u>
To be placed as directed by the contract administrator	18" x 30'

**5-15 CULVERT INSTALLATION**

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association’s "Installation Manual for Corrugated Steel Drainage Structures" 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.

**5-16 APPROVAL FOR LARGER CULVERT INSTALLATION**

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 30 inches in diameter and over before backfilling.

**5-17 CROSS DRAIN SKEW AND SLOPE**

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

**5-18 CULVERT DEPTH OF COVER**

All culverts shall be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer’s design, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

**5-20 ENERGY DISSIPATERS**

Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. The type of energy dissipater and the amount of material shall be consistent with the specifications listed on the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

**5-21 DOWNSPOUTS AND FLUMES**

Downspouts and flumes longer than 5 feet shall be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts and fastened securely to the posts with No. 10 galvanized smooth wire or 1/2-inch bolts in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

**5-25 CATCH BASINS**

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

**5-26 HEADWALLS FOR CROSS DRAIN CULVERTS**

Purchaser shall construct headwalls accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross-drain culverts, except for temporary culverts. Headwalls shall also be constructed at all culverts identified on the CULVERT AND DRAINAGE LIST that specifies the placement of rock. Rock shall be placed by zero drop height methods. 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 diameters above the top of the culvert.

**5-27 ARMORING FOR CULVERTS**

Purchaser shall place LIGHT LOOSE RIP RAP in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL or as directed by the Contract Administrator. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. LIGHT LOOSE RIP RAP must meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

**5-30 DRIVABLE WATERBAR CONSTRUCTION**

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL and as specified on the CULVERT AND DRAINAGE LIST or as marked in the field. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

**5-31 ROLLING DIP CONSTRUCTION**

Purchaser shall construct Rolling dips in accordance with the ROLLING DIP DETAIL and as specified on the CULVERT & DRAINAGE LIST or marked in the field. Rolling dips must be installed concurrently with construction of the subgrade and shall be maintained in an operable condition. Minimum frequency of rolling dips shall be at a maximum spacing of 400 feet horizontal or one for every 10 feet of vertical change or as directed by the Contractor Administrator.

**5-33 NATIVE SURFACE ROADS**

If overwintered, native surface roads must be water barred by November 15. Purchaser shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

**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 additional yardage without prior written approval from the Contract Administrator. Stockpiles not listed shall not be used <without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>&lt;Rock Type&gt;</u>	<u>&lt;Quantity cubic yards&gt;</u>
stockpile	E333936G 0+75	1 ¼"	40
stockpile	E333936G 0+75	3"	200
stockpile	E333936G 0+75	Light loose Rip Rap	30

**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 will be subject to written approval by the Contract Administrator before their use.

**6-22 FRACTURE REQUIREMENT FOR ROCK**

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

**6-23 ROCK GRADATION TYPES**

Purchaser shall provide or manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock shall meet the following specifications for gradation and uniform quality. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

**6-26 5/8-INCH MINUS CRUSHED ROCK**

- % Passing 5/8" square sieve                      100%
- % Passing 3/8" square sieve                      55 - 75%
- % Passing U.S. #4 sieve                              40 - 60%

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

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



**6-28 1 ¼-INCH MINUS CRUSHED ROCK**

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	6 -12%

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

**6-33 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.

**6-38 4-INCH IN-PLACE ROCK**

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

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 40 percent of rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension.

**6-50 LIGHT LOOSE RIP RAP**

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

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
20% / 90%	300 lbs. to 1 ton	20" - 36"
80% / --	50 lbs. to ½ ton	12" - 30"
10% / 20%	<u>50</u> lbs. max	3" - 8"

**6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH**

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

**6-70 APPROVAL BEFORE ROCK APPLICATION**

Purchaser shall obtain written approval from the Contract Administrator before rock application.

**6-71 ROCK APPLICATION**

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

**6-73 ROCK FOR WIDENED PORTIONS**

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

**6-76 DRY WEATHER ROCK COMPACTION**

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.

**6-80 WATERING FOR DUST ABATEMENT**

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

SECTION 7 – STRUCTURES

**7-56 STEEL PIPE, PIPE ARCH, AND STRUCTURAL PLATE INSTALLATION**

Purchaser shall install steel pipe, pipe arches, and structural plate culverts in accordance with the National Corrugated Steel Pipe Association "Installation Manual for Corrugated Steel Pipe, Pipe Arches, and Structural Plate." Installation is subject to the inspection and approval of the Contract Administrator before placement and backfill. The latest edition of the NCSA Installation Manual can be found at [www.ncspa.org](http://www.ncspa.org).

**7-57 CULVERT SHAPE CONTROL**

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

**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>	<u>Gate type.</u>	<u>Comment</u>
E333936F	0+15	livestock	This gate is active (locked shut)
E313901E	24+14	livestock	This gate is active (locked shut)
E323936S	1+76	Vehicle	inactive
	48+06	livestock	inactive

**7-76 GATE INSTALLATION**

Purchaser shall install the listed gate(s). Gate installations must be completed prior to harvesting activities.

<u>Road</u>	<u>Station</u>	<u>Type*</u>	<u>Provided by</u>
E333936F	0+15	Livestock 24 foot (two 12 foot livestock gates closing in the middle would be accepted also)	purchaser
E333936F	14+10	Wire stretch	purchaser
E313901E	24+14	Livestock 14 foot	purchaser

Stock gate installation(s) must be in accordance with the STOCK GATE DETAIL

**7-78 GATE SUPPLIED BY PURCHASER**

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

**SECTION 8 – EROSION CONTROL**

**8-1 SEDIMENT CONTROL STRUCTURES**

Sediment control shall be accomplished using sediment traps, silt fences, settling ponds, slash windrows, or other methods as approved in writing by the Contract Administrator.

## SECTION 9 – POST-HAUL ROAD WORK

### 9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

Culvert material removed from roads becomes the property of the Purchaser and must be removed from state land.

### 9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
E333936F	0+00 to 5+95	Reshape road to provide drainage.
E333936F	5+95 to 16+54	Reshape road to provide drainage.
E333936G	0+00 to 0+75	Reshape road to provide drainage.
E333936H	0+00 to 17+60	Reshape road to provide drainage.
E333936H	17+60 to 35+10	Reshape road to provide drainage.
E333936H	35+10 to 61+35	Reshape road to provide drainage.
E313901E	0+00 to 26+96	Reshape road to provide drainage.
E323936S	0+00 to 74+30	Reshape road to provide drainage.
E323936G	0+00 to 16+70	Reshape road to provide drainage.
E333936H	50+96 to 61+35	Reshape road to provide drainage. If used
E323936G	16+70 to 24+00	Reshape road to provide drainage. If used

### 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.

- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Provide and evenly spread a 6-inch layer of straw to all exposed soils associated with stream culvert and puncheon removals, as well as all waste material generated by fill removal that is within 30 feet of excavation limits.
- Scatter woody debris onto abandoned road surfaces.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.

## SECTION 10 MATERIALS

### 10-3 GEOTEXTILE FOR STABILIZATION

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for stabilization or reinforcement, and filtration. Material must be free of defects, cuts, and tears.

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	<Woven>
Apparent opening size	D 4751	No. 40 max
Water permittivity	D 4491	0.10 sec <sup>-1</sup>
Grab tensile strength	D 4632	<315 lb>
Grab tensile elongation	D 4632	<<50%>
Puncture strength	D 6241	<620 lb>
Tear strength	D 4533	<112 lb>
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

### 10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be galvanized (zinc coated meeting AASHTO M-218) or aluminized aluminum type 2 coated meeting AASHTO M-274.

### 10-20 FLUME AND DOWNSPOUT

Downspouts and flumes shall meet the AASHTO specification designated for the culvert. Plastic downspouts and flumes shall 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.

### 10-23 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 <sup>2</sup> / <sub>3</sub> " X 1/2"
24" to 48"	14 (0.079")	2 <sup>2</sup> / <sub>3</sub> " X 1/2"
54" to 96"	12 (0.109")	3" X 1"

## **FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS**

### **Cuts and Fills**

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

### **Surface**

- Grade and 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.

### **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.

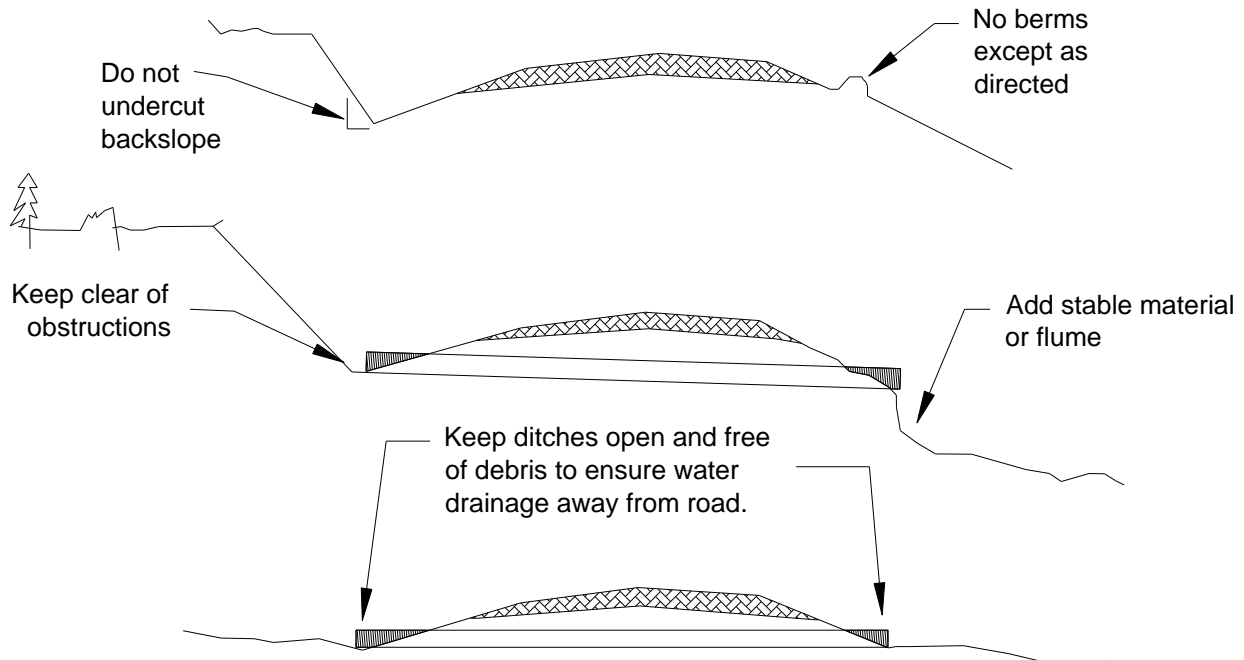
## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

### 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.



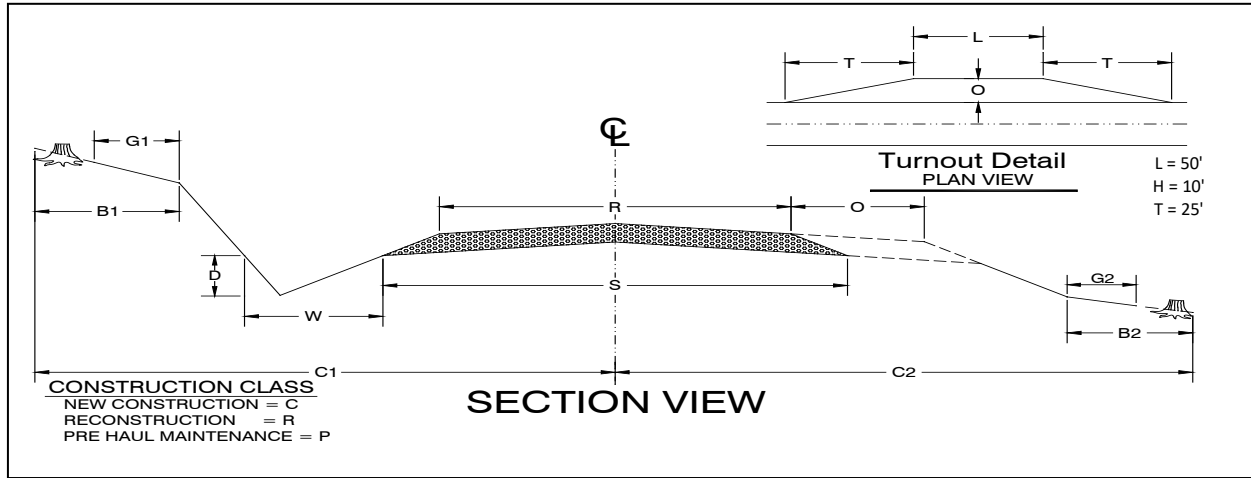


DEPARTMENT OF NATURAL RESOURCES

Application No.: 30-106399

Name of Sale: Montain View

TYPICAL SECTION SHEET



MAINTENANCE=M

ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	FULL BENCH	TOLERANCE CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	INSLOPE "/10'	OUTSLOPE "/10'	CROWN " AT CL	DITCH WIDTH (W)	DITCH DEPTH (D)	DITCH 2 SIDES	GRUBBING CUT BANK (G1)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (B1)	ROAD FILL CLEARING (B2)	R/W CUT CLEARING (C1)	R/W FILL CLEARING (C2)
E333936F	0+00	5+95	R		C	14	12		4					2	2	6	6		
	5+95	16+54	C		C	14	12		4					4	4	6	6		
E333936G	0+00	0+75	R		C	14	12			4				4	4	6	6		
E333936H	0+00	17+60	P		C	14	12			4									
	17+60	35+10	R		C	14	12		4					2	2	4	4		
	35+10	50+96	C		C	14	12		4					4	4	6	6		
<i>turnpike opt const</i>	50+96	52+55	C		C	14	12			4				8	8	10	10		
<i>opt const</i>	52+55	61+35																	
E313901E	0+00	26+96	R		C	14	12		4					see clause 0-5 reconstruction					
E323936S	0+00	48+06	R		C	14	12		4					see clause 0-5 reconstruction					
	48+06	74+30	R		C	14	12		4					4	4	6	6		
E323936G	0+00	2+90	R		C	14	12		4					see clause 0-5 reconstruction					
	2+90	16+70	R		C	14	12		4					4	4	6	6		
optional	16+70	24+00	R		C	14	12		4					4	4	6	6		

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Application No.: 30-106399 Name of Sale: Mountain View Date: 1/30/2024

# CULVERT & DRAINAGE LIST

Road Name	Station	CULVERT			LENGTH			RIPRAP			Ditch	ditchout	Rolling Dip	Notes
		Diameter (in)	Gauge	Skew (deg)	Culvert (ft)	Downspout	Flume	Inlet C.Y.	Outlet C.Y.	Catchbasin				
E333936F	0+35	18	16		30			2						
	5+95	18	16		32			2						
	15+10	18	16		34			3	3					
E333936H	40+65	18	16		40			5	5					
	52+10	18	16		30									
E313901E	0+00	36	14		36			1	1					
	3+70											X		10 CY 3" minus
	6+70											X		10 CY 3" minus
E323936S	2+01											X		10 CY 3" minus
1 additional		18	14		30									
Additional Rolling Dips shall be installed at the discretion of the Contract Administrator														

**STRUCTURE NOTES**

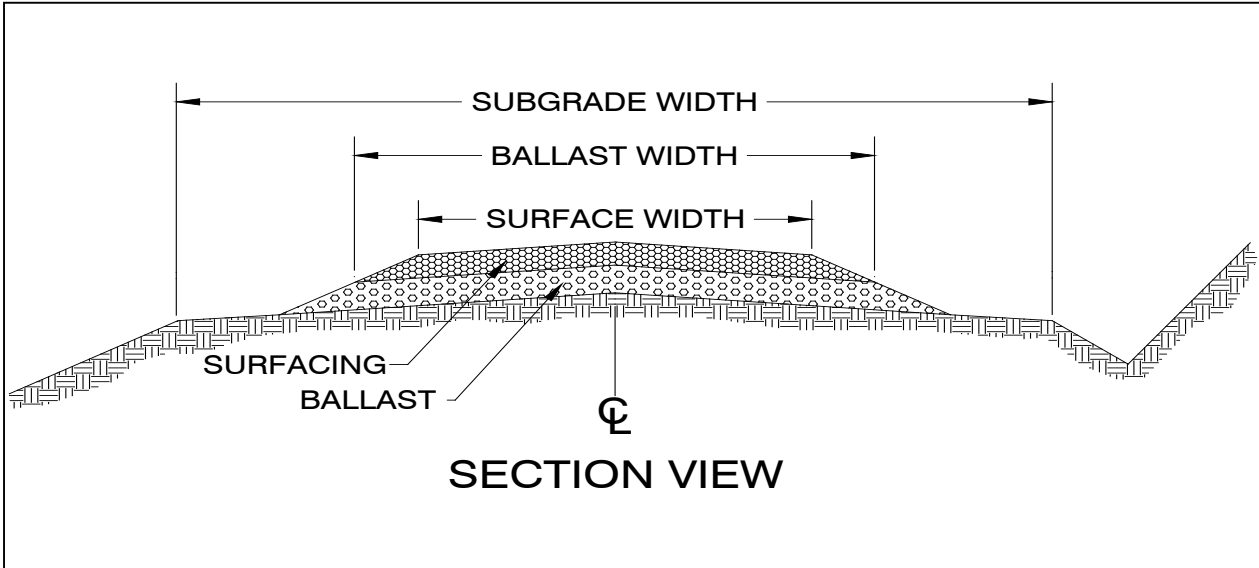
- |                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Install Headwall - See Detail D1</li> <li>2. Install Catchbasin - See Detail D1</li> <li>3. Armor Catchbasin - See Detail D1</li> <li>4. Armor Ditch</li> <li>5. Heavy Loose Riprap</li> <li>6. Light Loose Riprap</li> <li>7. Step Bevel Pipe Ends</li> <li>8. Remove Existing Pipe</li> </ol> | <ol style="list-style-type: none"> <li>9. See Rolling Dip Detail D5</li> <li>10. See Pipe Installation Detail D1</li> <li>11. Install Energy dissipater - See D1</li> <li>12. Install Ditchout</li> <li>13. Reshape Rolling Dip</li> <li>14. Install additional rolling dips as directed in section 9-5 Post Haul Maint.</li> </ol> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Application No.: 30-106399

Name of Sale: Mountain View

**ROCK LIST**

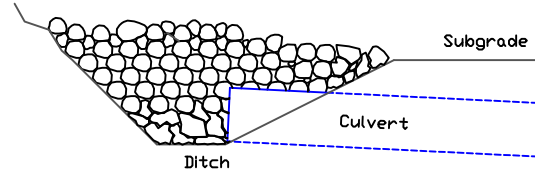
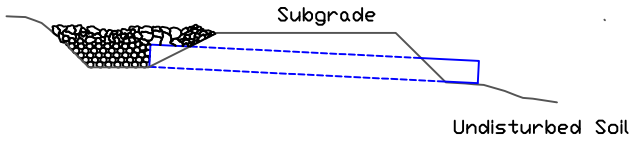


1. ROCK DEPTHS ARE DEFINED AS COMPACTED DEPTHS.
2. LOOSE YARD QUANTITIES ARE DEPENDANT ON SOURCE.
3. ROCK SLOPES SHALL BE 1.5(H) : 1(V).
4. ALL ROCK SOURCES ARE SUBJECT TO APPROVAL BY THE CONTRACT ADMINISTRATOR.
5. THE ROCK QUANTITIES SHOWN ASSUME AN EXPANSION FACTOR OF 25%

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	BALLAST SOURCE	BALLAST WIDTH (ft)	BALLAST DEPTH (in)	BALLAST QUANTITY (cu.yd./sta)	SURFACE SOURCE	SURFACE WIDTH (ft)	SURFACE DEPTH (in)	SURFACE QUANTITY (cu.yd./sta)	FABRIC WIDTH (ft)
E333936F	0+00	1+00	14				0	B	12	6	30	
accumulative 10 CY rip rip rap for culverts at stations 0+35, 5+95 and 15+10 see culvert and drainage sheet												
	13+10	13+60	16					C	14	12	72	18
E333936G	0+00	0+75	18				0	C	16	12	81	18
E333936H 10 cubic yards rip rap	40+65						0				0	
	50+96	52+55	14				0	C	12	9	46	14
E313901E	0+00	1+00	18				0	C	16	9	59	
10 CY 3" minus	3+70							C			0	
10 CY 3" minus	6+70							C			0	
	22+24	23+04	16				0	C	14	9	53	16
E323936S 10 CY 3" minus	2+01						0	C			0	
							0				0	
							0				0	
150 additional cubic yards of 3" minus to be placed as directed by the contract administrator												
150 additional cubic yards of 1 1/4" minus to be placed as directed by the contract administrator												
Note: C = Commercial Rock 3" minus crushed; O = Onsite source; S = Commercial 5/8" minus crushed												
B = 1 1/4" minus crushed												

# CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1

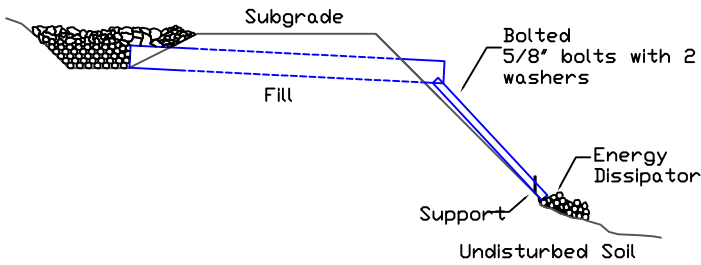
## HEADWALLS



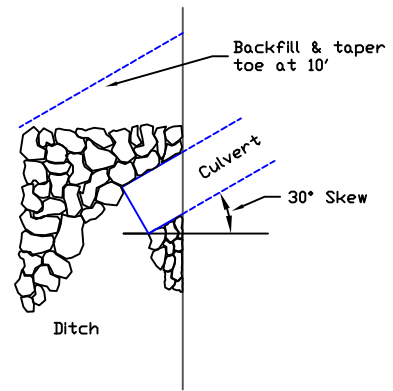
Headwall to be constructed of material that will resist erosion

## FLUME

Use where ground conditions are uniform, providing for stability of flume.

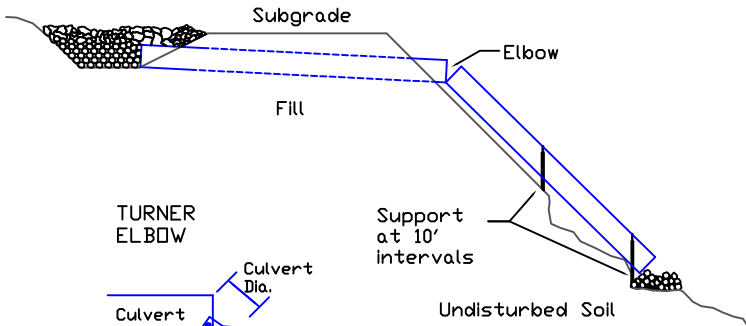


## PLAN VIEW



## DOWNSPOUT

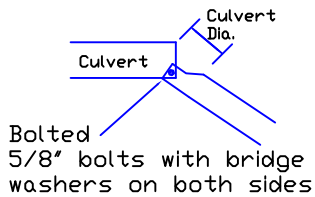
Use where ground conditions are irregular.



## CULVERT BACKFILL & BASE PREPARATION (For Culverts Less Than 36")

Minimum Cover	Minimum Bed Depth	Min. Trench Width	Nominal Diameter
A	B	C	D
12"	6"	36"	18"
12"	6"	42"	24"
12"	6"	48"	30"
12"	6"	54"	36"

## TURNER ELBOW

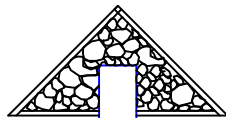


## DISSIPATOR SPEC'S Size In Culvert Diameters

Area	2 X 2
Depth	1
Aggregate	1/3



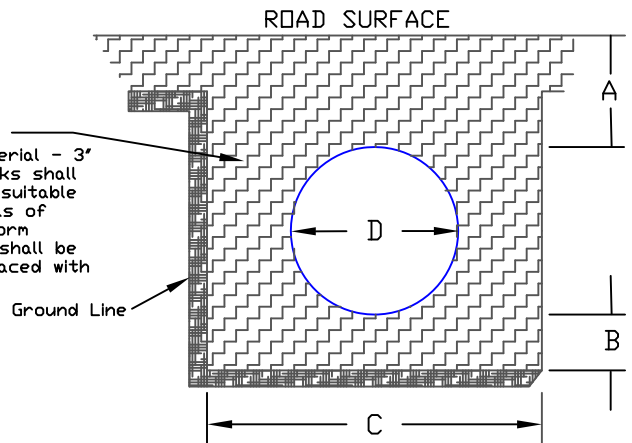
Level



Side Hill

## BEDDING MATERIAL:

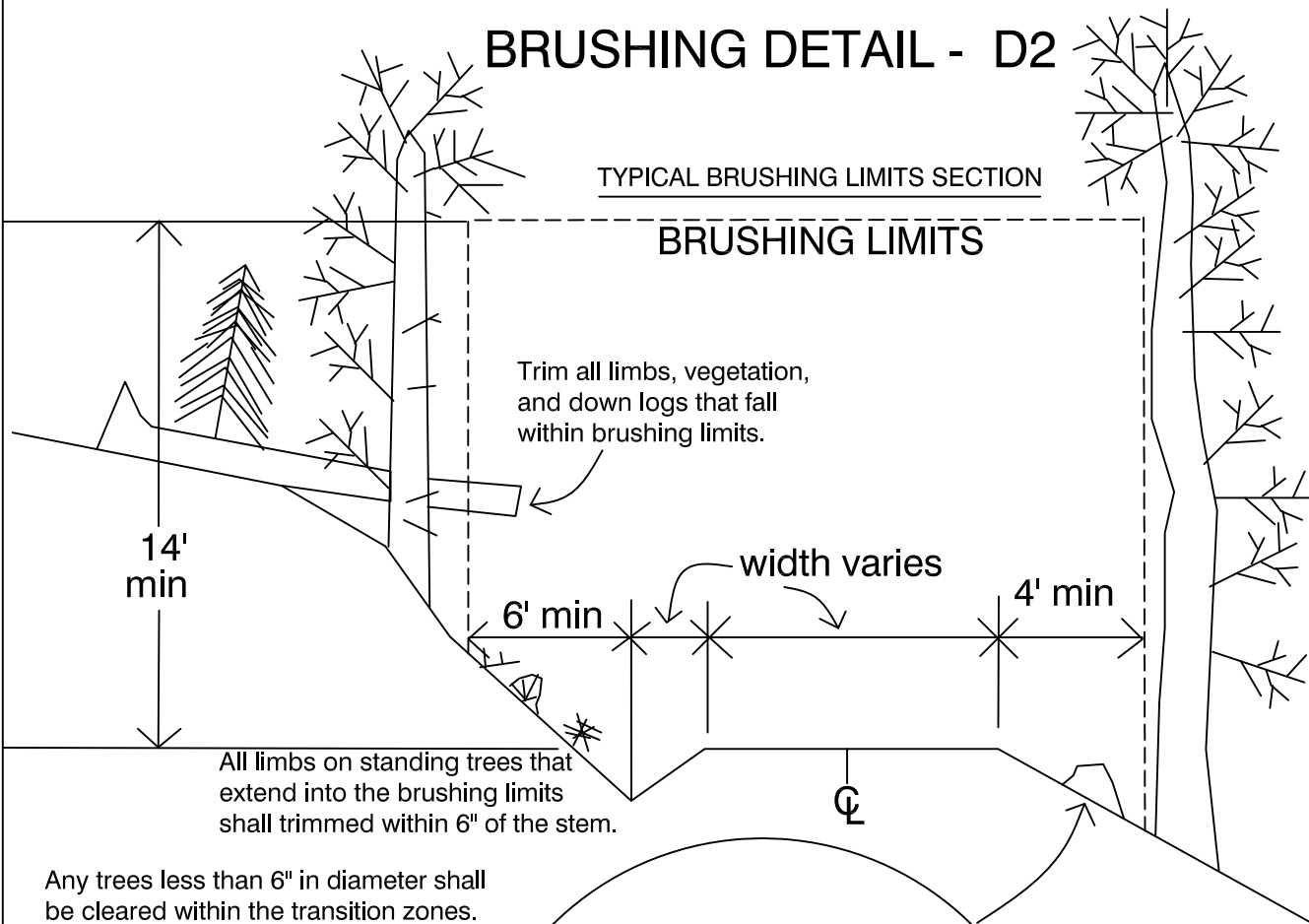
Use granular material - 3" minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.



# BRUSHING DETAIL - D2

## TYPICAL BRUSHING LIMITS SECTION

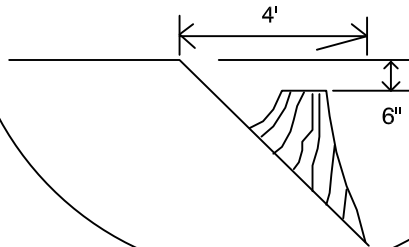
### BRUSHING LIMITS



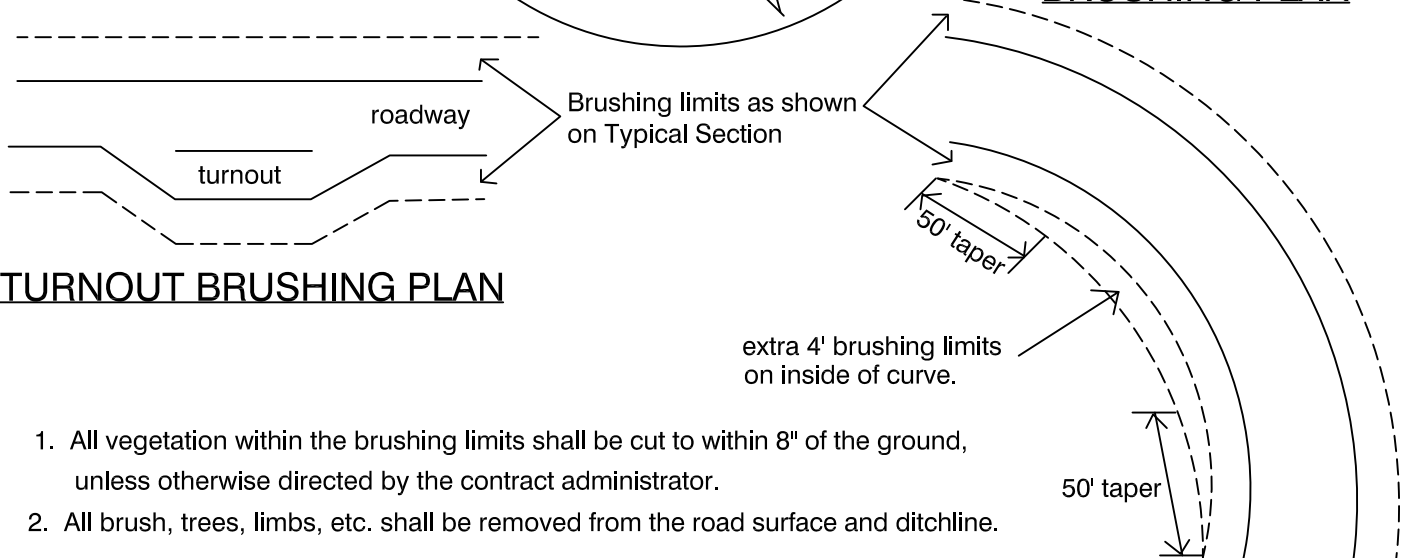
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem.

Any trees less than 6" in diameter shall be cleared within the transition zones.

Trim all stumps and vegetation within 4' of edge of road and in ditch to at least 6" below the elevation of the edge of road.



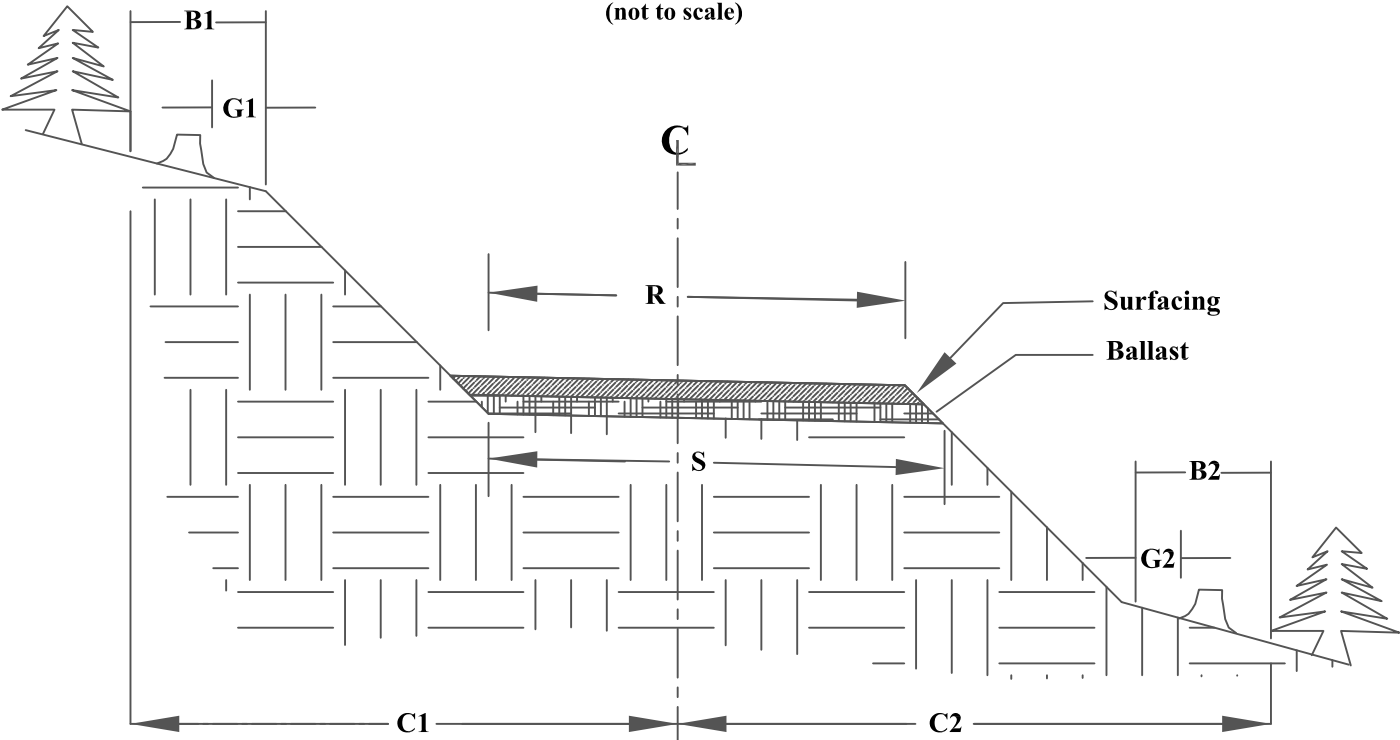
## CURVE BRUSHING PLAN



## TURNOUT BRUSHING PLAN

1. All vegetation within the brushing limits shall be cut to within 8" of the ground, unless otherwise directed by the contract administrator.
2. All brush, trees, limbs, etc. shall be removed from the road surface and ditchline.
3. All debris that may roll or migrate into the ditchline shall be removed.

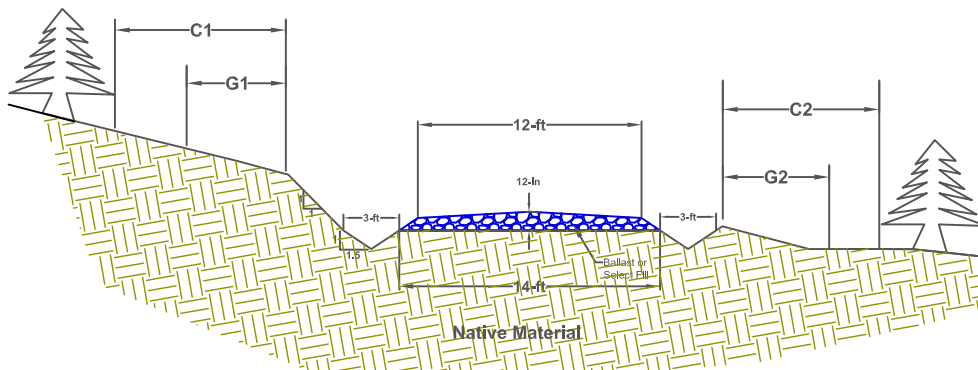
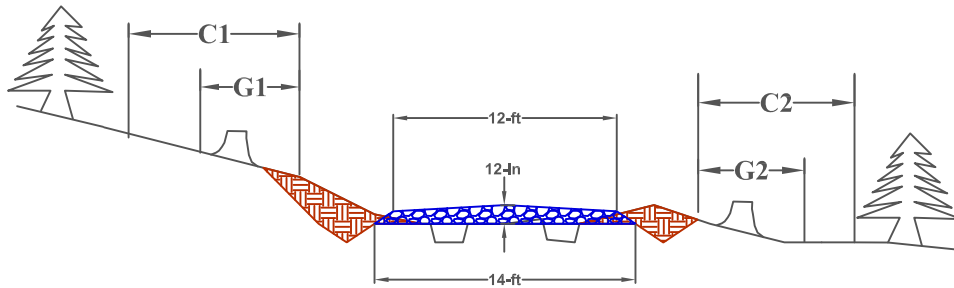
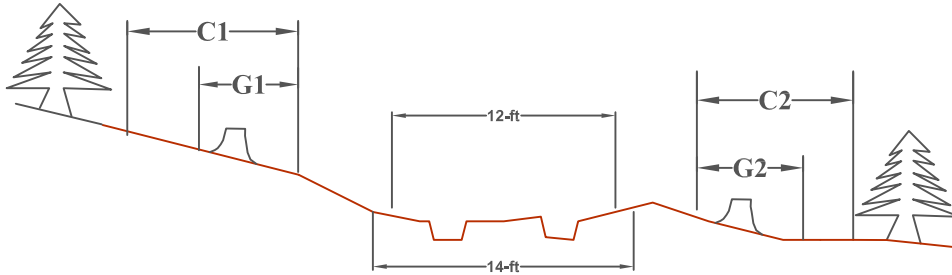
# OUTSLOPED ROAD CROSS-SECTION DETAIL D3



Drawn by: JBB 2/18/03  
Revised: JE 01/14/20162

# TURNPIKE ROAD DETAIL

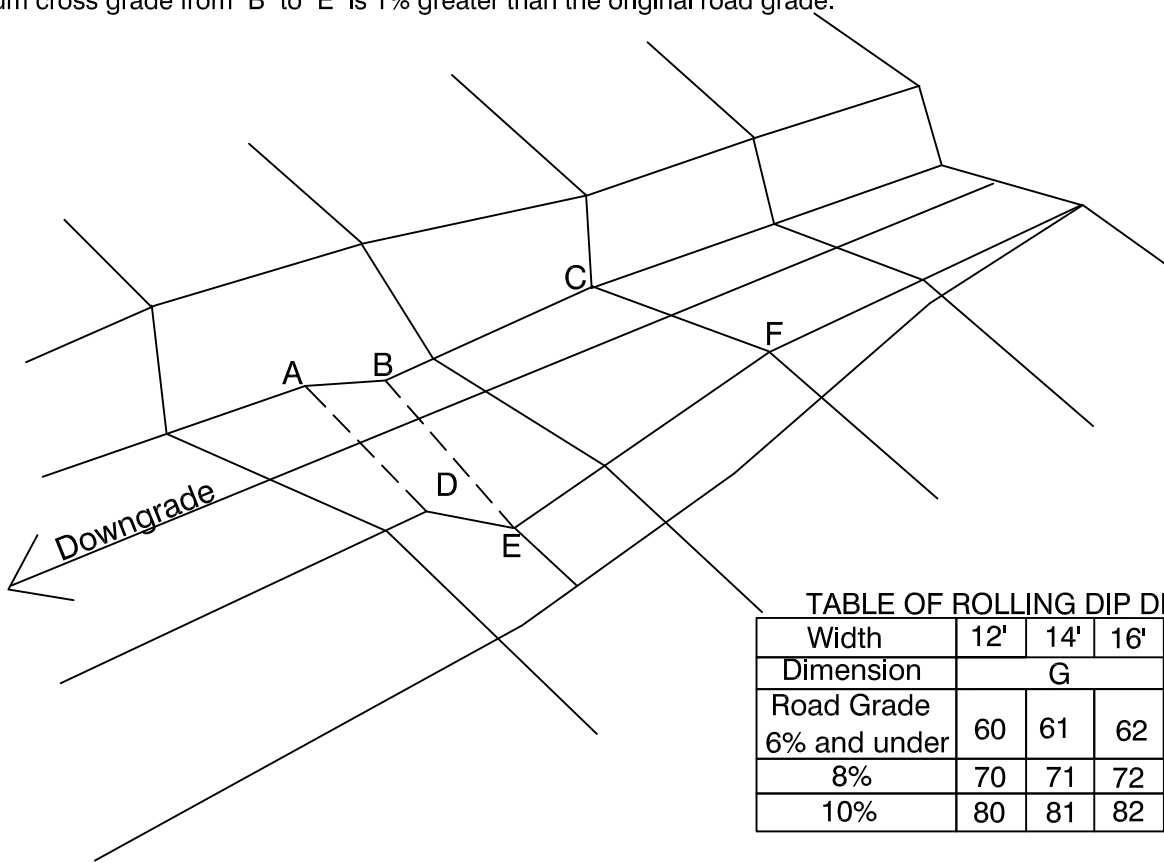
## ROAD CROSS-SECTIONS



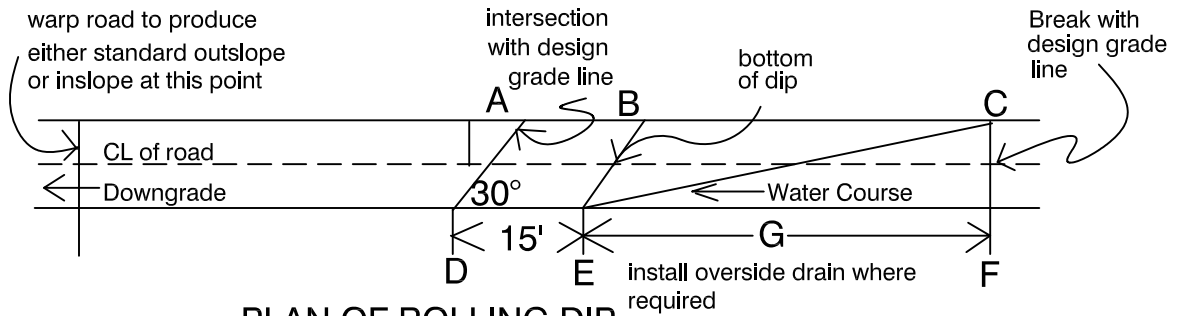
# STANDARD 30° ROLLING DIP - D5

Note: Plan of dip shown is for an outsloped rolling dip. Dips may be either insloped or outsloped. When insloped, dips shall discharge into a culvert, drop inlet, overside drain, or drainage ditch. When outsloped, they shall discharge into an overside drain or on to natural ground. Minimum skew is 30°, and the maximum skew is 45°.

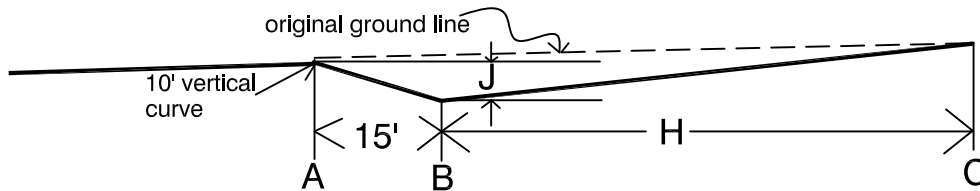
The minimum cross grade from "B" to "E" is 1% greater than the original road grade.



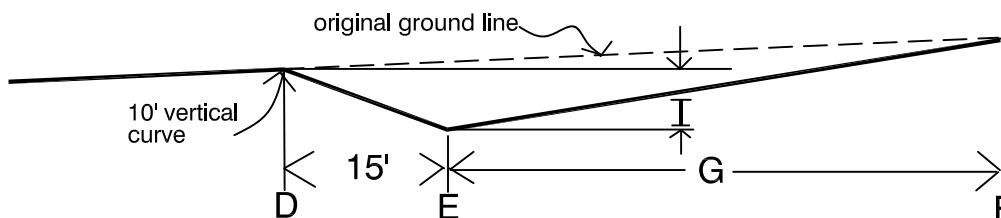
Width	12'	14'	16'	ALL		
Dimension	G			H	I	J
Road Grade 6% and under	60	61	62	52	.8	0.3
8%	70	71	72	62	1.0	0.2
10%	80	81	82	72	1.1	0.1



**PLAN OF ROLLING DIP**



**ROAD PROFILE ALONG A-B-C OF ROLLING DIP**

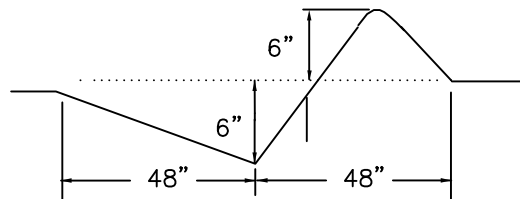
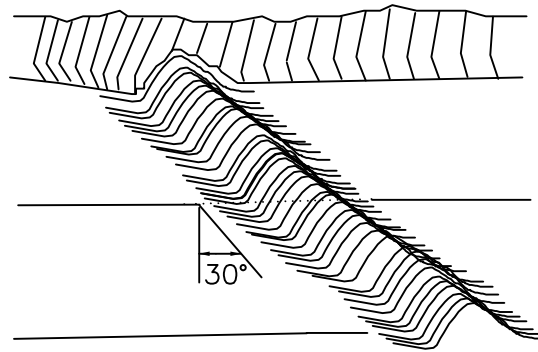


**ROAD PROFILE ALONG D-E-F OF ROLLING DIP**

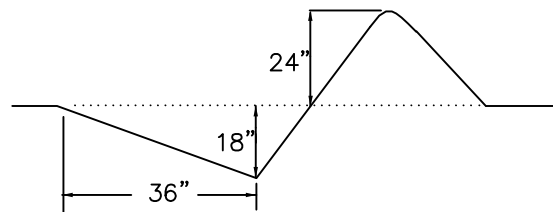
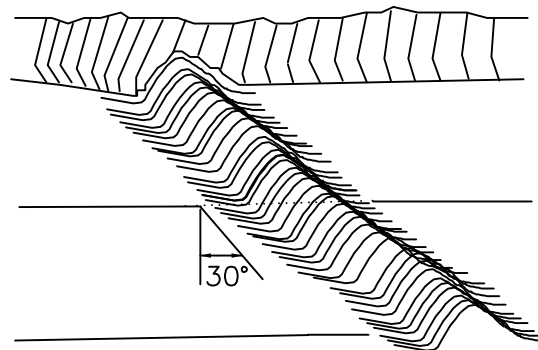


# WATERBAR DETAIL—D6

## DRIVABLE WATERBAR



## NON DRIVABLE WATERBAR

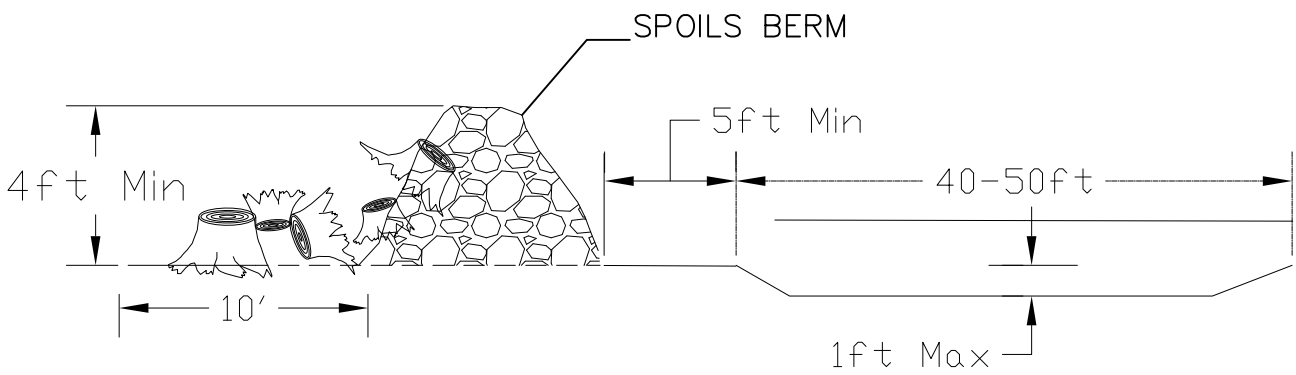
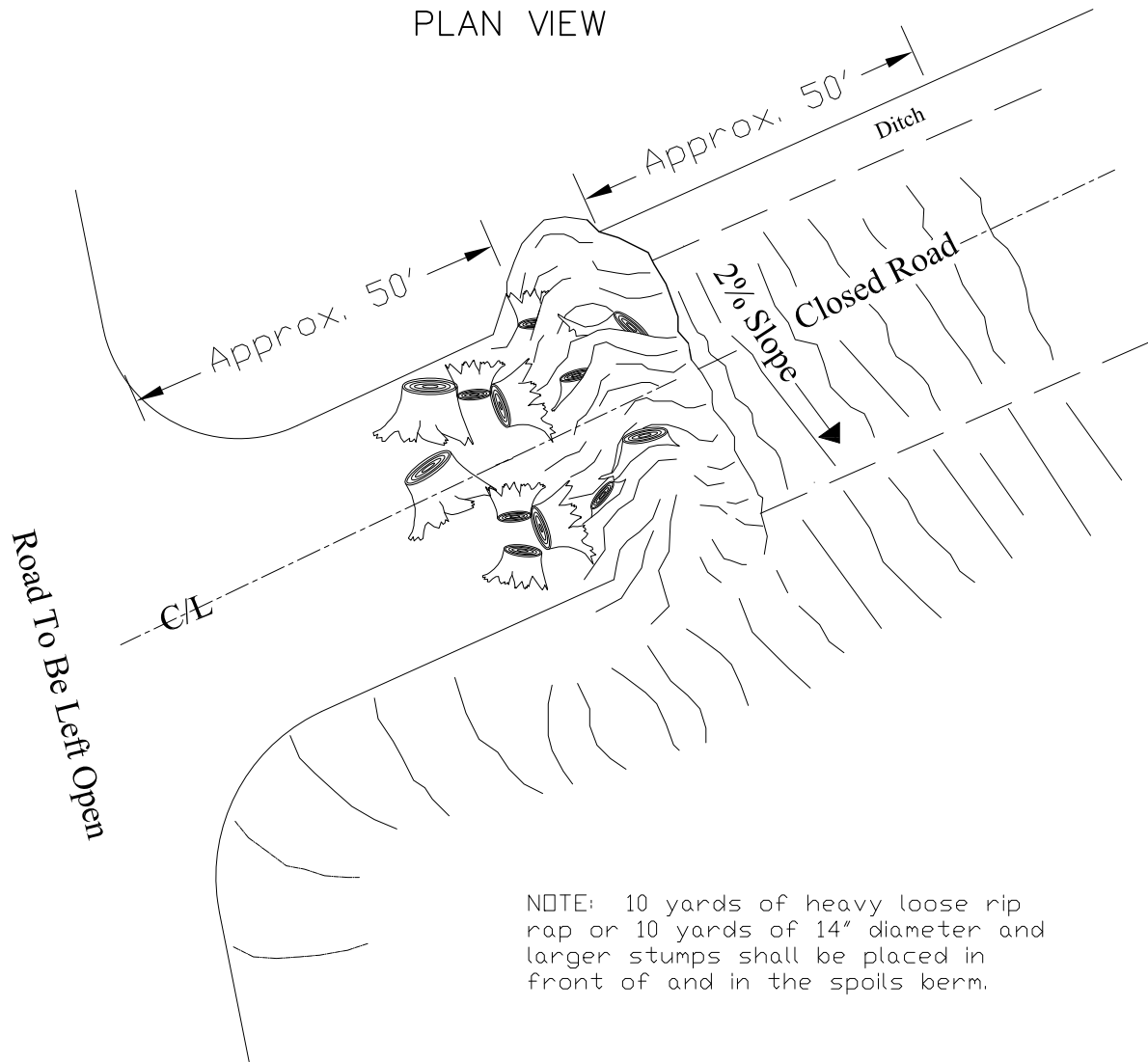


1. Waterbar construction for forest roads Specifications are average and may be adjusted to conditions.
2. Waterbar shall keyed into the bank.
3. The waterbar shall be outsloped for proper drainage.
4. Rock outlet if fill slope is present.

Revised: 05/21/2012

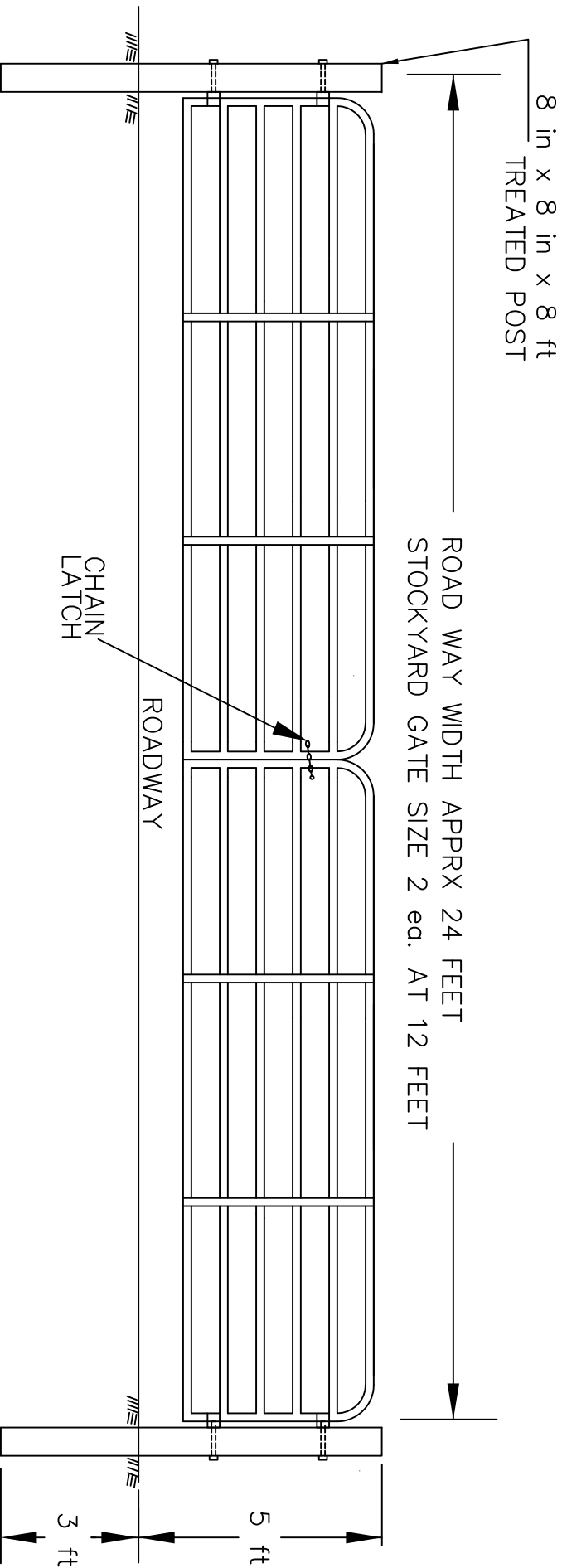
# SPOILS BERM DETAIL-D8

PLAN VIEW



Note:  $\frac{1}{3}$  of stumps or rip rap shall be partially buried in the spoils berm and/or road surface.

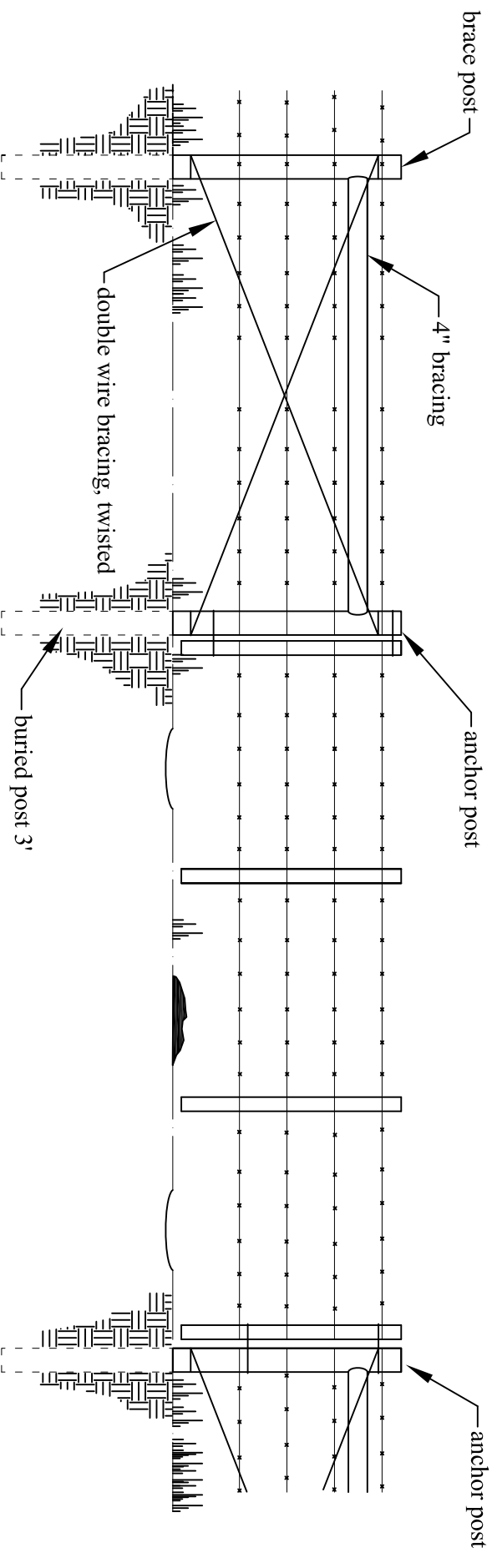
# METAL GATE DETAIL



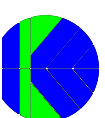
1. THE GATE SHALL BE STOCKYARD TYPE OR ITS EQUIVALENT. THE GATE MEMBERS SHALL BE FABRICATED FROM 2 in OD x 16 GAUGE HIGH STRENGTH STEEL TUBING THE VERTICAL STAYS SHALL BE HIGH STRENGTH PRESS FORMED 16 GAUGE STEEL (OR EQUAL). FINISH ON THE GATE SHALL CONSIST OF AT LEAST ONE PRIMER COAT AND ONE COAT OF SURFACE PAINT.
2. ALL BOLTS SHOWN INCLUDE WASHERS AND NUTS.
3. WOODEN POSTS SHALL BE TREATED
4. AT A MINIMUM GATES SHALL BE COATED WITH MANUFACTURER'S STANDARD ANTI CORROSION COATING

NOT TO SCALE

# 4 Strand Wire Gate and Gate Brace Detail



1. First wire from ground must be 14" high.
2. Subsequent wires must be no less than 10" apart.
3. Double wrap all bracing.
4. All brace posts must be 7' long, 5" in diameter, and embedded 3'.
5. Dap braces into posts.
6. Spike braces to posts.
7. There must be 8' on center between anchor post and brace post.
8. The gate stays must be no less than 5' apart and 1 ½" in diameter.
9. Barbed wire must be 12 ½ gauge conventional or 15 ½ gauge high-tension.  
2 twisted strands with 14 gauge or heavier two-point barbs on approx. 5 in centers. Class 1 (min. or equivalent) zinc-coating as per ASTM A-121.
10. There must be a gate brace at both ends of the gate.



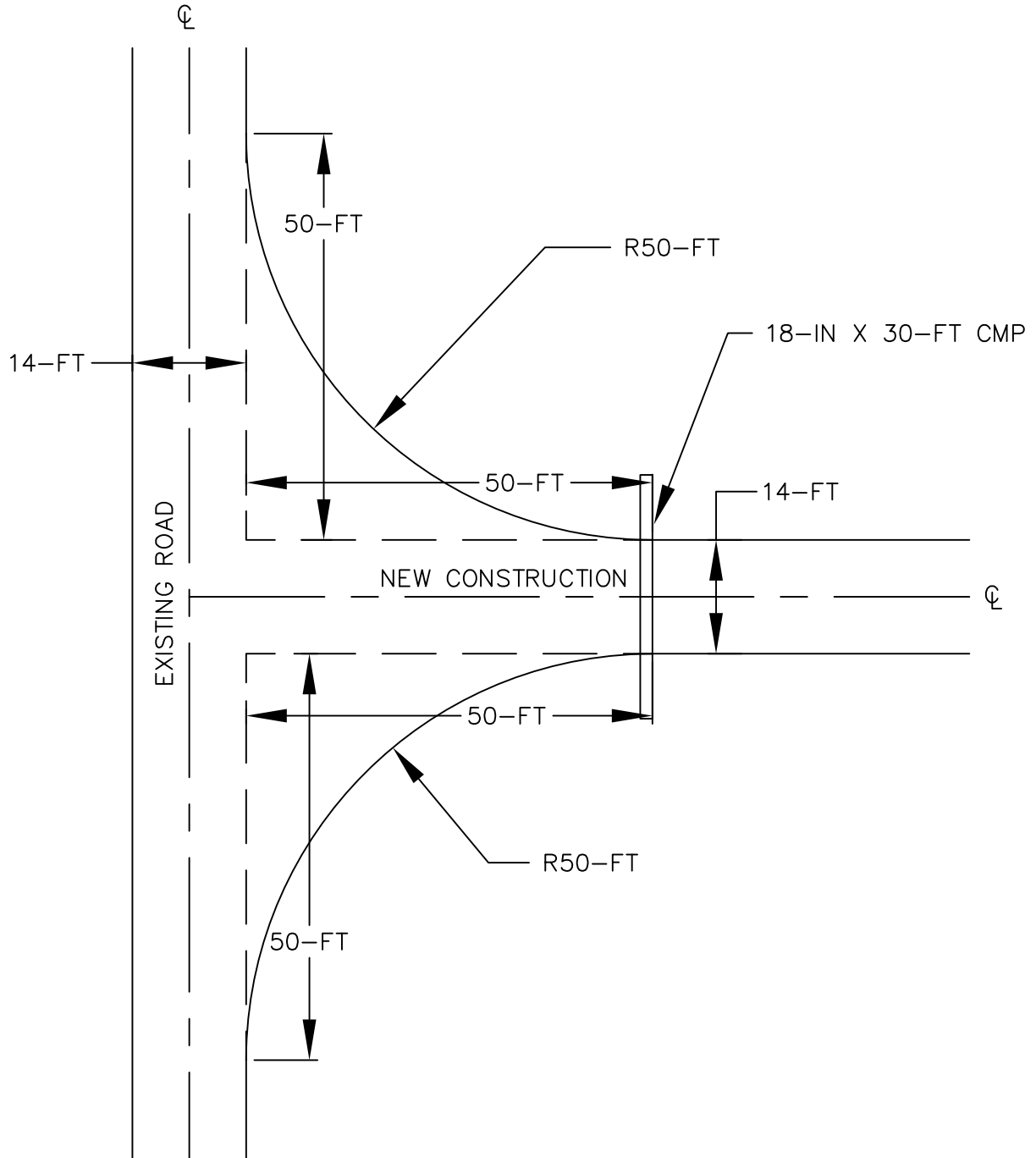
Washington State Department of  
**Natural Resources**

Northeast Region  
Colville, Washington

Drawn by: Jason Bauer

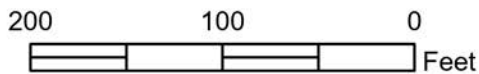
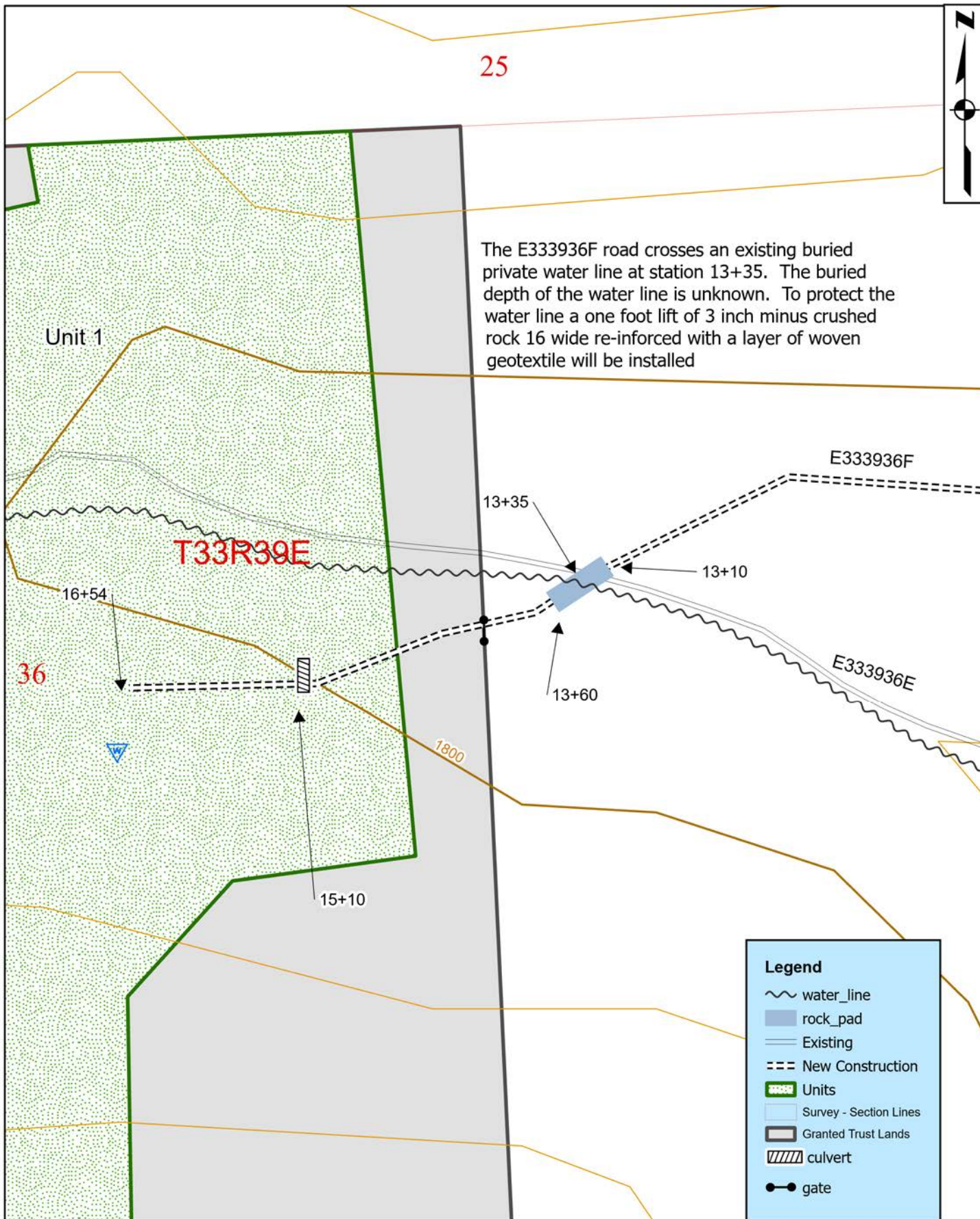
Revised: 10/06/2009

# TYPICAL "T" INTERSECTION



Washington State Department of Natural Resources

Water Line Protection Detail  
Unit 1 E333936F 13+35



1 inch equals 100 feet

Date: 2/8/2024



**DEPARTMENT OF  
NATURAL RESOURCES**

**NORTHEAST REGION**

225 South Silke Road  
Colville, WA 99114

**(509)-684-7474**

pat.ryan@dnr.wa.gov

Date:

To:

From:

Re: \_\_\_\_\_ Timber Sale, Snow Removal

Your request for snow removal on \_\_\_\_\_ Road No \_\_\_\_\_

From M.P. \_\_\_\_\_ to M.P. \_\_\_\_\_ is hereby

(approved)      (disapproved)

The following precautions and conditions will apply:

1. Dozer or rubber mounted equipment with front blade or bucket shall be equipped with shoes or runners.
2. Snow to be plowed leaving a minimum of \_\_\_\_\_ inches on the road surface.
3. Push snow to outside edge of road (not in ditch).
4. Culvert inlets and outlets shall not be fouled by bermed snow.
5. Provide frequent ditchouts, 300 ft to 400 ft in snow berm to provide for drainage when snow melts. Also, ditchouts should be provided at all low spots in grade.
6. Remove snow from sufficient turnouts for safe travel.
7. Snow removal is at operator's expense; not covered by A.R.R.F.
8. State will reserve the right to shutdown hauling when thawing occurs (to avoid unnecessary damage to capital improvement).
9. All costs incurred in the replacement of surfacing will be paid for by the purchaser/operator. In addition, grading may be required (as determined by the state and at the purchaser/operator expense) to return road surface to the same condition as prior to the snow removal.

Work will be inspected, and written notification of deficiency or lost surfacing will be specified. The notice will state the number of road miles (rounded up to the next 0.1 mile) and the cubic yards equivalent of surfacing bladed off. Upon such notice, the surfacing will be replaced in kind within 90 days unless otherwise agreed in writing.

\_\_\_\_\_  
DNR Representative

\_\_\_\_\_  
Purchaser/Operator Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Sale Name Mountain View SUMMARY - Road Development Costs

REGION: Northeast

CONTRACT #: 30-106399

ENGINEER: Gene Gibbs

DISTRICT: East Uplands

DATE: 8/21/2024

UNIT: North Columbia

	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>abandonment</i>	
<b>ROAD NUMBERS:</b>	E333936F, E333936H	E333936F, E333936G, E333936H, E313901E, E323936S, E323936G	E333936H,		Additional Items
<b>ROAD STANDARD:</b>	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>abandonment</i>	<i>Additional Items</i>
<b>NUMBER OF STATIONS:</b>	<b>36.84</b>	<b>149.46</b>	<b>17.60</b>		
<b>CLEARING &amp; GRUBBING:</b>	\$1,219	\$4,786			
<b>EXCAVATION AND FILL:</b>	\$12,764	\$20,263			
<b>MISC. MAINTENANCE:</b>	\$650	\$2,350	\$167		
<b>ROAD ROCK:</b>	\$1,260	\$4,217			
<b>ADDITIONAL ROCK:</b>					\$7,515
<b>CULVERTS AND FLUMES:</b>	\$3,016	\$2,492			\$870
<b>STRUCTURES/MATERIALS:</b>					

<b>TOTAL COSTS:</b>	\$18,908	\$34,107	\$167	\$0	\$8,385
<i>COST PER STATION:</i>	\$513	\$228	\$10	\$0	\$0

	\$/per move	# of moves	Total
<b>MOBILIZATION:</b>	\$400	<b>8</b>	\$3,200

**TOTAL (All Roads) =** \$64,767  
**SALE VOLUME mbf =** 4,259  
**TOTAL \$/MBF =** \$15

Engineer's Notes:



## EASEMENT

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of March, 19 85, by and between CLIFFORD L. ELLIOTT and ROSE L. ELLIOTT, husband and wife, herein called "Elliott," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

## I

Elliott, for and in consideration of a similar grant, hereby grants and conveys to the State, its successors and assigns, a permanent easement upon, over, and along rights of way forty (40) feet in width over and across the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 36, Township 33 North, Range 39 East, W.M., in Stevens County, Washington, being twenty (20) feet on each side of the centerline of a road or roads located approximately as shown in red and yellow 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.

Elliott reserves the right to designate the route to be used for heavy haul. Said route shall be located approximately as shown in yellow on Exhibit "A".

2. Elliott reserves for themselves, their 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. Elliott may grant to third parties, upon such terms as they choose, any or all of the rights reserved by them 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.
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.
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. Elliott reserves to themselves all timber now on or hereafter growing within the rights of way on their said lands.
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: provided, that when the State or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify Elliott at least fifteen (15) days prior to the commencement of use of said rights, advising of the approximate dates when such use will begin and end.

At the completion of use, that portion of the heavy haul route as designated by Elliott and located approximately as shown in yellow on Exhibit "A", will be restored to its original condition.

545357

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

RECEIVED

1985 APR 4 AM 11:02

STEVENS COUNTY AUDITOR

Stevens County  
1% RE Excise Tax EXEMPT  
Date 4-4 1985  
by Susan Choquet  
Deputy County Treasurer

Clifford L. Elliott  
CLIFFORD L. ELLIOTT

Rose L. Elliott  
ROSE L. ELLIOTT

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle  
BRIAN J. BOYLE  
Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands  
Easement No. 1459  
0101315  
PROOF READ  
STATE OF WASHINGTON )  
NOTARY )  
County of STEVENS )  
At request of Department of Natural Resources  
Olympia, WA 98504  
WILLIAM E. PROVOST  
COUNTY AUDITOR  
Claimed Davidson  
Deputy  
Mail to FILER  
ss VOUCHER

On this day personally appeared before me Clifford L. and Rose L. Elliott, to me known to be the individual 5 described in and who executed the within and foregoing instrument and acknowledged the same as THEIR free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 12<sup>th</sup> day of MARCH, 19 85.

Copy to:

Applicant, File  
Area Manager

MJ 3-29-85  
Date

Jack D. Quarter  
Notary Public in and for the State of  
Washington, residing at CHEWELAH

STATE OF WASHINGTON )  
COUNTY OF THURSTON ) ss

On this 28<sup>th</sup> day of March, 19 85, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that 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.

Sandra S. Gandy  
Notary Public in and for the State of  
Washington, residing at Olympia.

NO 1179  
APPROVED  
FILE SEARCHED  
DATE 3/18/85

545357

S. F. No. 6300-6-74-5M. 14802

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

TPO 11/18/2013

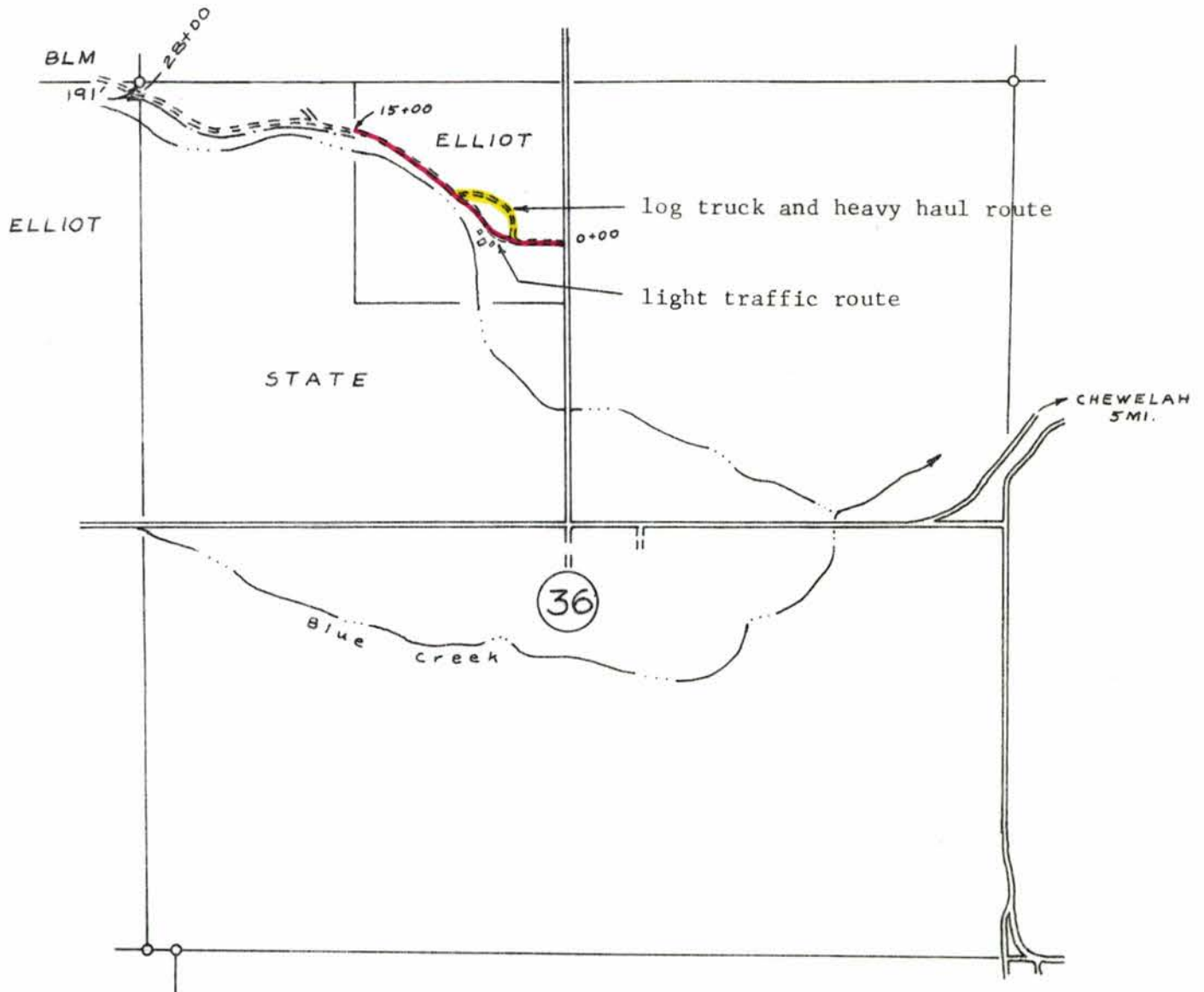
Application No. ....

County STEVENS

Name of Sale .....

District N. COLUMBIA - N.E.

TOWNSHIP 33 NORTH, RANGE 39 (E.) W.M.



40' R/W required  
State: 1300' - 1.19 acres  
Elliot: 1500' - 1.38 acres

SCALE: 1" = 1000'

Drawn By: K.E

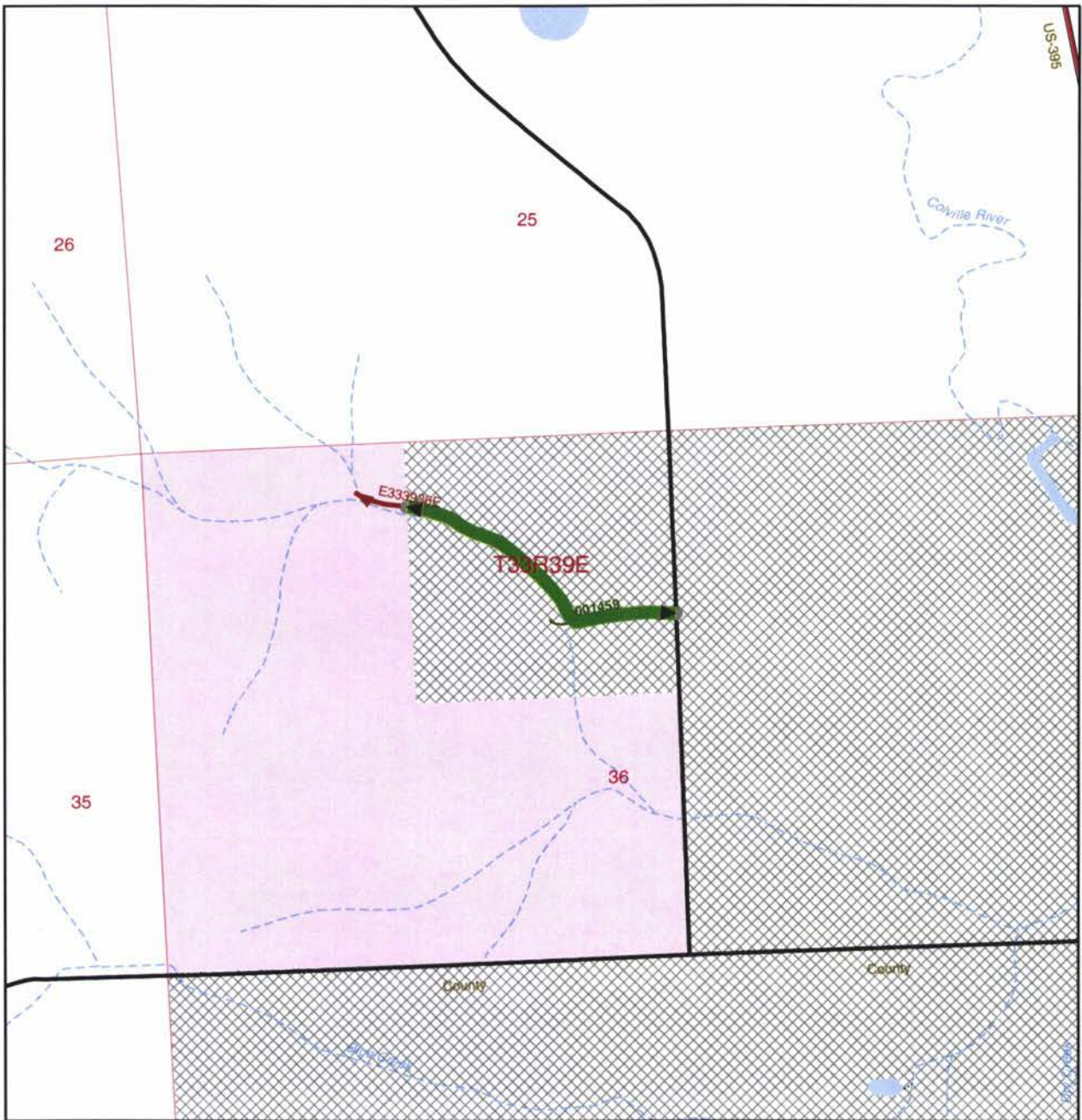
Date: 5/25/76

LEGEND

- ==== County Road
- == == == Required Existing Road
- Pipeline

OFF. VOL. 095 PAGE 2053

EXHIBIT 'A'



0.15 0.075 0 0.15 Miles

1:9,990

 DNR Surface Ownership  
 DNR Mineral Ownership

 Route

Easements

 Acquired by DNR

 Granted to Other

 Other Easement

Note: Distance measures on easements are in feet from origin of route

EASEMENT

The Grantors, E.M. HODGDEN and JANE HODGDEN, husband and wife, C.W. MANN and ETHEL MANN, husband and wife, and SEATTLE-FIRST NATIONAL BANK, a Washington corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, hereby grants and conveys to the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the Grantee, its successors and assigns, a permanent easement upon, over, and along rights of way forty (40) feet in width over and across portions of the NW 1/4 SE 1/4 and the E 1/2 SW 1/4 Section 36, Township 32 North, Range 39 East, W.M., in Stevens County, Washington, being twenty (20) feet on each side of the centerline of a road or roads located approximately as shown in red on the attached "Exhibit A."

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

1. The easement is conveyed for the purpose of constructing and/or maintaining a road to provide access to and from lands presently owned or hereinafter acquired by the Grantee, or controlled by the Grantee, for land management and administration activities, including but not limited to valuable material removal operations.

2. The Grantor reserves to itself, its successors and assigns, the right to use at its own risk, the roadway in any manner which does not unreasonably interfere with the use of said road by the Grantee, its assigns, successors, agents, contractors, employees, lessees, or licensees. Said road users will, however, contribute their pro rata share to the maintenance costs caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal this 18<sup>th</sup> day of AUGUST, 1977.

Indexed Recorded Compared Paged  
State of Washington, County of Stevens, ss  
Filed AUG 26 1977 at 10:52 A.M.

E.M. Hodgden  
E. M. HODGDEN Husband

E.J. Hodgden  
JANE HODGDEN Wife

C.W. Mann  
C. W. MANN Husband

Ethel a. Mann  
ETHEL MANN Wife

at request of State of Washington  
Department of Natural Resources  
VIRGINIA M. JENSEN Olympia, Wa. 98504  
County Auditor  
Deputy  
Glen Witham

Cost for Filer  
NO FEE

SEATTLE-FIRST NATIONAL BANK  
CHEWELAH BRANCH  
SEATTLE-FIRST NATIONAL BANK  
By James L. ... Title

Attest \_\_\_\_\_ Title

Affix Seal of Corporation



50727

STATE OF Washington )  
 ) ss  
County of STUBBS )

On this day personally appeared before me F.M. Hodgdon  
and JANE Hodgdon  
to me known to be the individual 5 described in and who executed the  
within and foregoing instrument and acknowledged the same as Their  
free and voluntary act and conveyance for the uses and purposes there-  
in mentioned.

Given under my hand and official seal this 12<sup>th</sup> day of AUGUST  
19 77.

J. D. Dunton  
Notary Public in and for the State  
of Washington, residing at CHAWWORTH

STATE OF Washington )  
 ) ss  
County of STEVENS )

On this day personally appeared before me C.W. MANN  
and ETHEL MANN  
to me known to be the individual 5 described in and who executed the  
within and foregoing instrument and acknowledged the same as them  
free and voluntary act and conveyance for the uses and purposes there-  
in mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of AUGUST  
19 77.

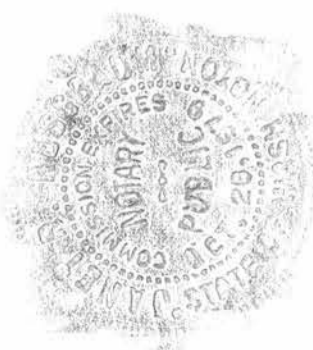
J. D. Dunton  
Notary Public in and for the State  
of Washington, residing at CHAWWORTH

STATE OF Washington )  
 ) ss  
County of Stevens )

On this 18<sup>th</sup> day of August, 19 77,  
before me personally appeared Kenneth A. Pierce  
and Managers, to me known to  
respectively, of Chawwath Branch Seattle First Nat'l Bank,  
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 instru-  
ment and that the seal affixed is the corporate seal of said corpora-  
tion.

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

James R. Musselwhite  
Notary Public in and for the State  
of Washington, residing at Chawwath



TRO 11/18/2013

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

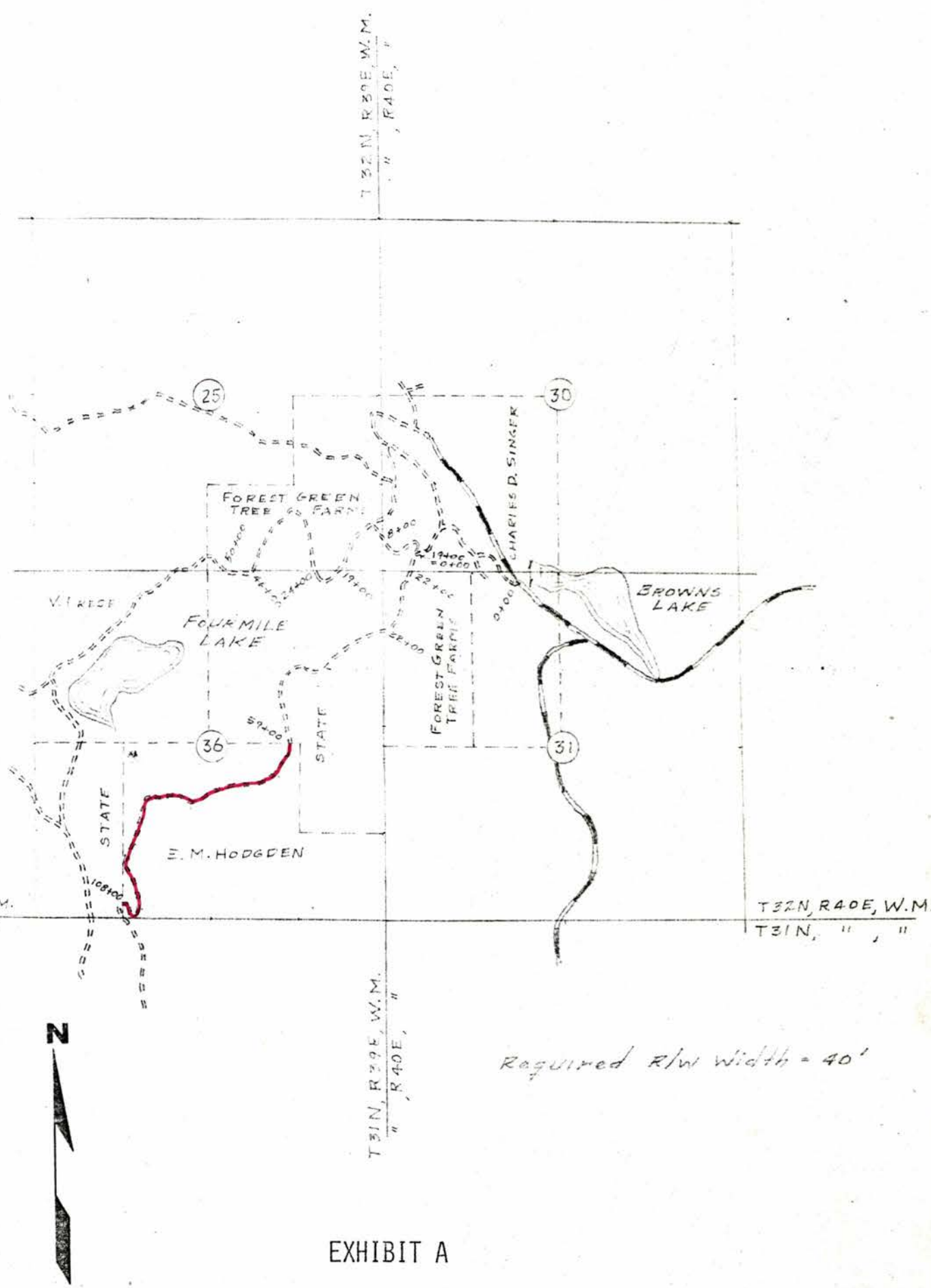
Application No. F-1589

County STEVENS

Name of Sale \_\_\_\_\_

District N. COLUMBIA

TOWNSHIP 32 NORTH, RANGE 39 | 40 (E.) (W.) W.M.



Required R/W width = 40'

EXHIBIT A

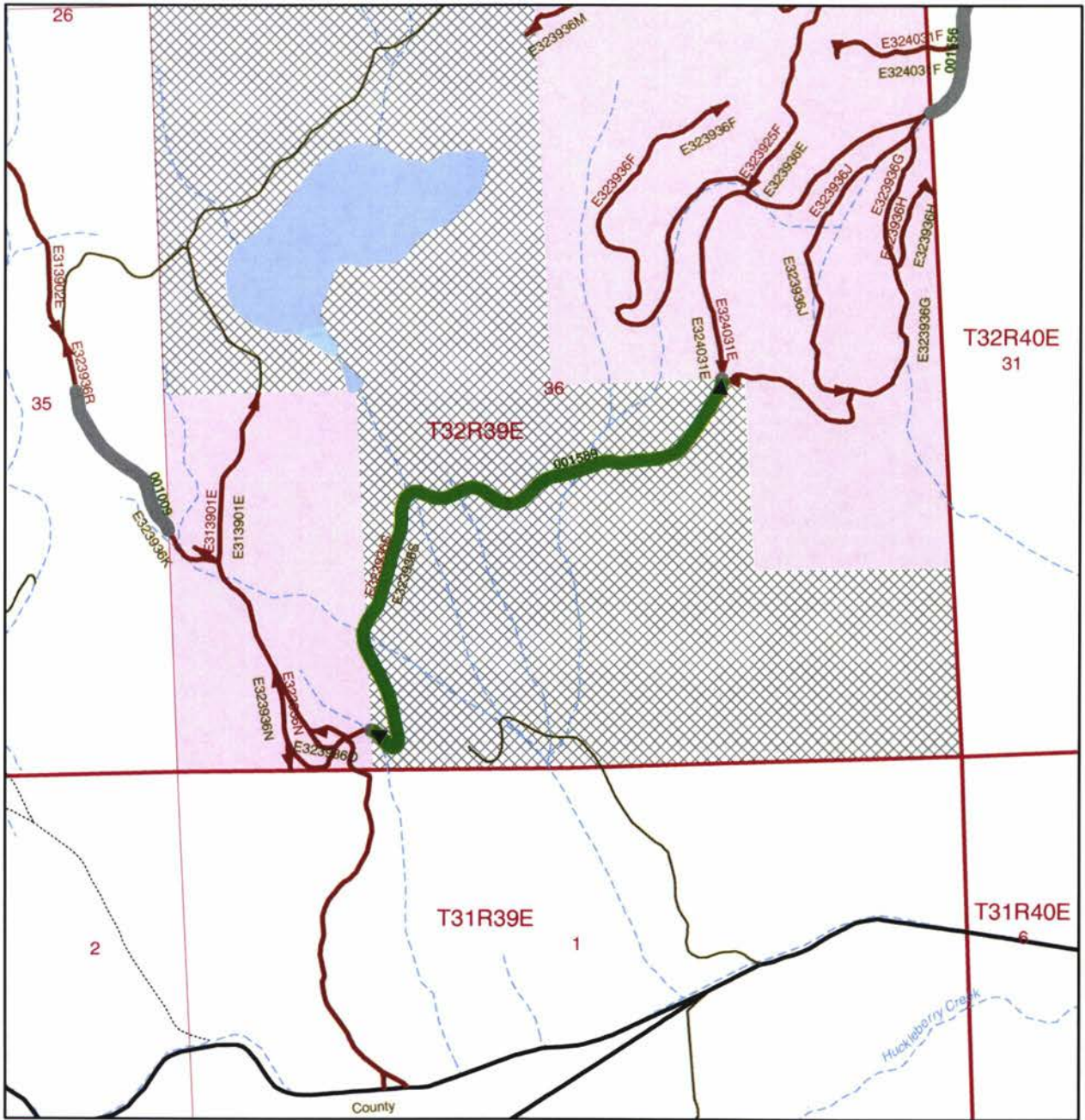
SCALE: 1" = 2000'

Drawn By: FA

Date: 8/15/77

LEGEND

- PUBLIC ROAD
- REQUIRED ROAD



0.2 0.1 0 0.2 Miles

1:13,420

 DNR Surface Ownership  
 DNR Mineral Ownership

 Route

Easements

 Acquired by DNR

 Granted to Other

 Other Easement

Note: Distance measures on easements are in feet from origin of route



NOV - 8 2005

APR 11 2005

*When recorded return to:*  
Department of Natural Resources  
Northeast Region  
P.O. Box 190  
Colville, WA 99114-0190  
Attn: Roger Huestis

Auditor File #: 2005 0004630

Recorded at the request of:

NATURAL RESOURCES, DEPT. OF

on 04/28/2005 at 14:24

Total of 18 page(s) Paid: \$ 36.00

STEVENS COUNTY, WASHINGTON

TIM GRAY, AUDITOR

AGAGNON

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
DOUG SUTHERLAND, Commissioner of Public Lands**

**EASEMENT EXCHANGE**

**Grantor(s):** FRESE, Et. Al., and STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

**Grantee(s):** STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES and FRESE, Et. Al.

**Legal Description:** Section 1, Township 31 North, Range 39East, W.M., and Section 36, Township 32 North, Range 39 East, W.M. (see Exhibit A)

**Assessor's Property Tax Parcel or Account Number:** 2092400

**Cross Reference:**

**Easement No. 50-076761/55-076762**

This Agreement is between JULIE ANN STILES, MARILYN B. GELINAS and DENNIS FRESE, as their separate property, as to a 5/12 interest; and PETER STILES, Trustee for the FRESE CHILDREN'S TRUST, as to a 7/12 interest; herein called "Exchanger" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of 4/22/05 "Effective Date".

**Consideration.**

In exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions.

106776 141417EX 4/28/2005 2.00 \*

**Conveyances.**

- A. To State. Exchanger hereby grants and conveys, to State, its successors and assigns, a permanent, non-exclusive easement over a parcel of land in Stevens County legally described as set forth in Exhibit A, said easement to be forty (40) feet in width running twenty (20) feet on each side of a center line of a road located approximately as shown on Exhibit B (hereafter Easement Area or Road).
- B. To Exchanger. State hereby grants and conveys, to Exchanger, its successors and assigns, a permanent, non-exclusive easement over a parcel of land in Stevens County legally described as set forth in Exhibit A, said easement to be forty (40) feet in width running twenty (20) feet on each side of a center line of a road located approximately as shown on Exhibit C (hereafter Easement Area or Road).

**Purpose.** The easements are conveyed to provide ingress and egress to and from lands owned or hereafter acquired by each party for any and all purposes. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct each respective Easement Area subject to the restrictions set forth hereafter. No rights of public access are granted by either party under this Agreement.

**Indivisible.** The rights attaching to the Benefited Parcels are indivisible. Should the Benefited Parcels be subsequently subdivided or parcelized, owners of additional residences shall not be entitled to exercise the rights granted herein. Such owners must apply separately for an easement to the new residence.

**Nature of Estate.** These easements shall be deemed appurtenant to real property located in Stevens County legally described as set forth in Exhibits D (hereafter Benefited Parcels); *Provided*, however, that either party may add after acquired property to the easement area, subject to agreement between the parties pertaining to re-allocation of easement costs pertaining to such after acquired property.

**Reservations.** Each fee owner reserves all rights incident to fee ownership of the Easement Area on their respective lands 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 Easement Area on its land; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Each fee owner may grant to third parties any and all rights reserved on its land.

Timber or other profits of the land may be removed by the easement holder where reasonably necessary to use the easement area, but the fee owner shall be entitled to the market value of the material removed.

**Export Restrictions.** Any export restricted timber originating from state land under this Easement shall not be exported until processed. Grantee shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Grantee knowingly violates any of the prohibitions in WAC 240-15-015, Grantee shall be barred from bidding on or purchasing export restricted timber as provided. Grantee shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

**Compliance With Laws.** For all activities conducted pursuant to this Agreement, each party shall, at its own expense, comply with all applicable laws.

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

**Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the Roads in their present condition or as hereafter improved. At a minimum, the Roads will be maintained to meet applicable forest practices 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.** Each party shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of the easement holder's 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 easement holder if the easement holder is the sole user of the road, the fee owner if the fee owner is the sole user of the road and shared jointly if there is joint use of the road.

**Improvements.** The easement holder will not make improvements to the Easement Area without prior written consent of the fee owner, which shall not be unreasonably withheld. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become the property of the fee owner unless otherwise agreed in writing.

**Prior Right.** The easements granted by this Agreement are subject to all matters of public record.

**Construction/Operation Plan(s). Pre-Construction.** Thirty (30) days prior to any construction or reconstruction of (a) Road(s) by an easement holder on lands of the fee owner, the easement holder will submit a written plan of construction to the fee owner outlining the construction or activity for approval, which shall not be unreasonably withheld. All construction and reconstruction shall comply with applicable state and local laws. In the event of an emergency that requires immediate action to protect person or property, an easement holder may take reasonable corrective action without prior notice to the fee owner, but in such case will notify fee owner within 24 hours.

**Notice of Operation.** When an easement holder or one of its Permittees plans to use any portion of the Roads for the purpose of hauling timber or other profits, such party shall notify the fee owner thereof at least five (5) days prior to the commencement of such use, advising of the portion of Road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of timber, forest products, or other profits to be hauled and promptly upon the completion of such use notify the other party thereof.

**Waste.** An easement holder shall not cause nor permit any filling activity to occur in or on the Easement Areas, except by prior written approval of the fee owner. An easement holder 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 Easement Areas 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.). An easement holder shall immediately notify the fee owner if the easement holder becomes aware of any release or threatened release of hazardous substance on the Easement Areas or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Areas arising out of any action of the

easement holder, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the easement holder 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.** An easement holder shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the landowner, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at the easement holder's cost, under the direction of a State of Washington Professional Land Surveyor, 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 and reference points.

**Insurance.**

Evidence of Insurance: The Grantee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to State, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference State's contract number.

Cancellation: State must be listed on the policy, and the insurer must provide 45 days written notice to State before the cancellation, non-renewal, or material change of any insurance referred to therein.

Specific Coverage Requirements: During the entire term of the Easement, the Grantee must purchase and maintain the insurance coverages and limits specified below:

1. Personal Automobile Insurance. The Grantee must purchase and maintain Personal Auto Policy (PAP) which covers damages for bodily injury and property damage for which Grantee and any residents of Grantee's becomes legally liable. Such insurance must cover the use of any auto owned by or furnished to (1) Grantee and (2) any residents of Grantee's property. Such coverage must be on an occurrence basis. The PAP must provide liability coverage with limits not less than those specified below.

Per Description	Person	Occurrence
Bodily Injury	\$100,000	\$300,000
Property Damage	Not applicable	\$50,000

2. Homeowner's or Tenant Homeowner's Insurance, Including Liability Coverage. Grantee must purchase and maintain homeowner's insurance which covers damages for bodily injury and property damage for which Grantee and any residents of Grantee's become legally liable. Such coverage must extend to (1) Grantee and (2) any residents of Grantee's property. Coverage must be provided on an occurrence basis. Liability coverages must include:

- Fire Legal Liability
- Liability assumed under a written contract, such as a lease or easement

The homeowner's or tenant homeowner's insurance must provide liability coverage with limits not less than \$300,000 per occurrence.

If commercial use is developed, the state reserves the right to substitute insurance requirements reflecting that activity.

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

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

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

To State:

DEPARTMENT OF NATURAL RESOURCES  
Northeast Region  
P.O. Box 190  
Colville, WA 99114-0190

To Exchanger:

DENNIS FRESE  
17021 1<sup>st</sup> Ave. S.  
Seattle, WA 98148

**Integrated agreement; modifications.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior negotiations and representations. This Agreement shall not be modified except by written approval of both parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Easement.

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity of any other provision herein, and to this end the provisions of this Agreement 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 Agreement.

**Waiver.** Failure of either party to insist upon the strict performance of any of the terms and conditions of this Agreement, or failure to exercise any rights or remedies provided in this Agreement 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 Agreement, nor shall any purported oral modification or rescission of this Agreement 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 Agreement shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

**Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

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

**Exhibits.** All exhibits referenced in this Agreement are incorporated as part of the Agreement.

**Headings.** The headings in this Easement 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 Easement nor the meaning of any of its provisions.

**Counterparts.** This Agreement 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 Agreement at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Agreement.

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

FRESE CHILDREN'S TRUST

Dated: April 6, 2005 By: [Signature]  
PETER STILES, Trustee

Dated: April 6, 2005. By: [Signature]  
JULIE ANN STILES

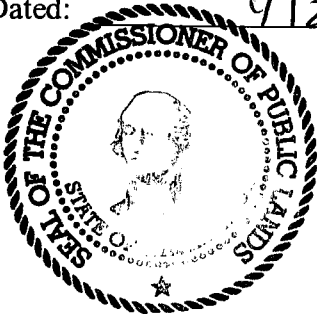
Dated: 4/5, 2005. By: [Signature]  
MARILYN B. GELINAS  
L. EMERY

Dated: 4/4, 2005 By: [Signature]  
DENNIS FRESE

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: 4/22, 2005. By: [Signature]

DOUG SUTHERLAND  
Commissioner of Public Lands  
1111 Washington ST SE  
MS: 47001  
Olympia, WA 98504-7001  
Phone: (360) 902-1004  
Fax: (360) 902-1775



Affix Seal of Commissioner  
of Public Lands

Approved as to Form only  
this 13 day of January, 2004  
by James Schwartz  
Assistant Attorney General  
for the State of Washington



REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of KING

I certify that I know or have satisfactory evidence that PETER STILES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the trustee of FRESE CHILDREN'S TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/6/05

Carol L Marshall

(Signature)

(Seal or stamp)

CAROL L MARSHALL

(Print Name)



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

My appointment expires 5/9/07

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of KING

I certify that I know or have satisfactory evidence that JULIE ANN STILES is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/6/05

Carol L Marshall

(Signature)

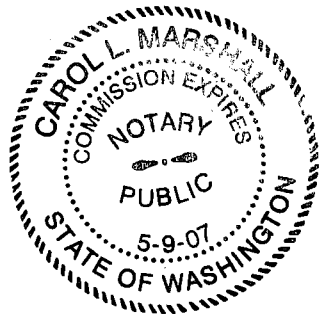
(Seal or stamp)

CAROL L. MARSHALL

(Print Name)

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

My appointment expires 5/9/07



INDIVIDUAL ACKNOWLEDGEMENT

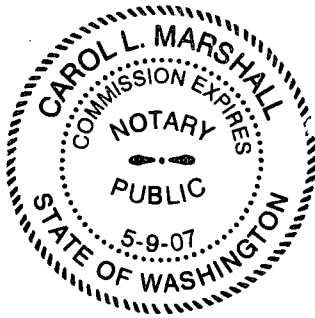
STATE OF WASHINGTON

County of KING

I certify that I know or have satisfactory evidence that MARILYN B. ~~GELINAS~~<sup>L. EMERY</sup> is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/5/05

(Seal or stamp)



Carol L Marshall

(Signature)

CAROL L. MARSHALL

(Print Name)

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

My appointment expires 5/9/07

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

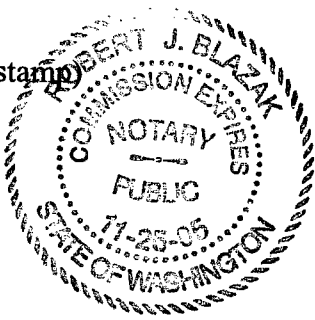
County of KING

I certify that I know or have satisfactory evidence that DENNIS FRESE is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/4/05

Robert J. Blazak  
(Signature)  
Robert J. Blazak

(Seal or stamp)



(Print Name)  
Notary Public in and for the State of Washington, residing at Bumby WA

My appointment expires 11/25/05

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

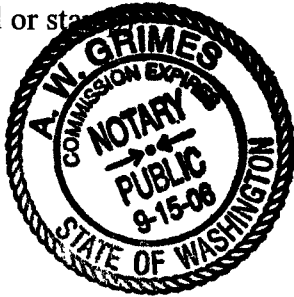
*Francesa McHain for*

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

Dated: 4-22-05

*A. Grimes*  
\_\_\_\_\_  
(Signature)

(Seal or stamp)



*Andrea Grimes*  
\_\_\_\_\_  
(Print Name)

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

My appointment expires *9-15-08*

**EXHIBIT A**  
**Burdened Parcels**

**State:** The W $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 36, Township 32 North, Range 39 East, W.M., Stevens County, Washington.

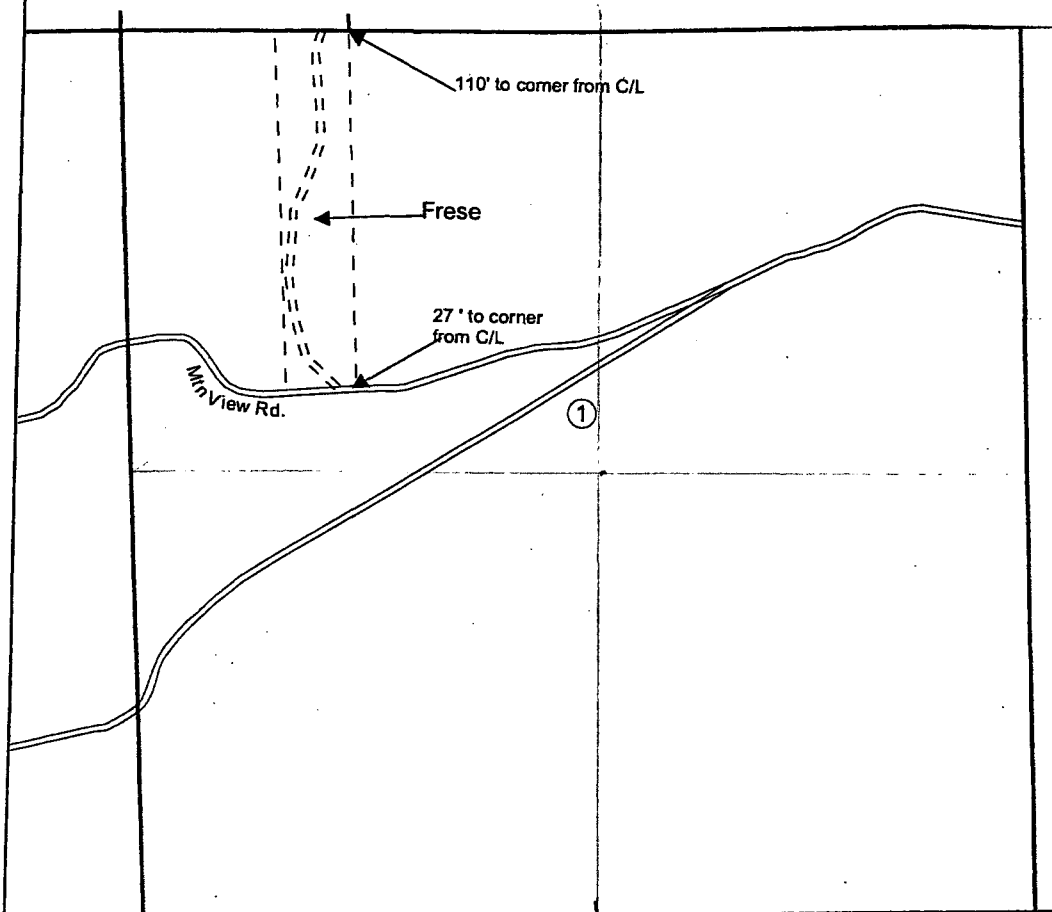
**Exchanger:** The East 404 feet of Government Lot 4 and the East 404 feet of that part of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  lying North of Brown's Lake County Road No. 871 in Section 1, Township 31 North, Range 39 East, W.M., in Stevens County, Washington.

State of Washington  
Department of Natural Resources

Application No.: 55 - 076762  
Name of Easement: Frese

County: Stevens  
Region: Northeast

Township 31 North, Range 39 East, W. M.



Existing Road  
Frese to DNR

Exhibit B

Prepared by: S. M.

"The right -of-way shown is intended to be over and across all property as shown on this map."

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

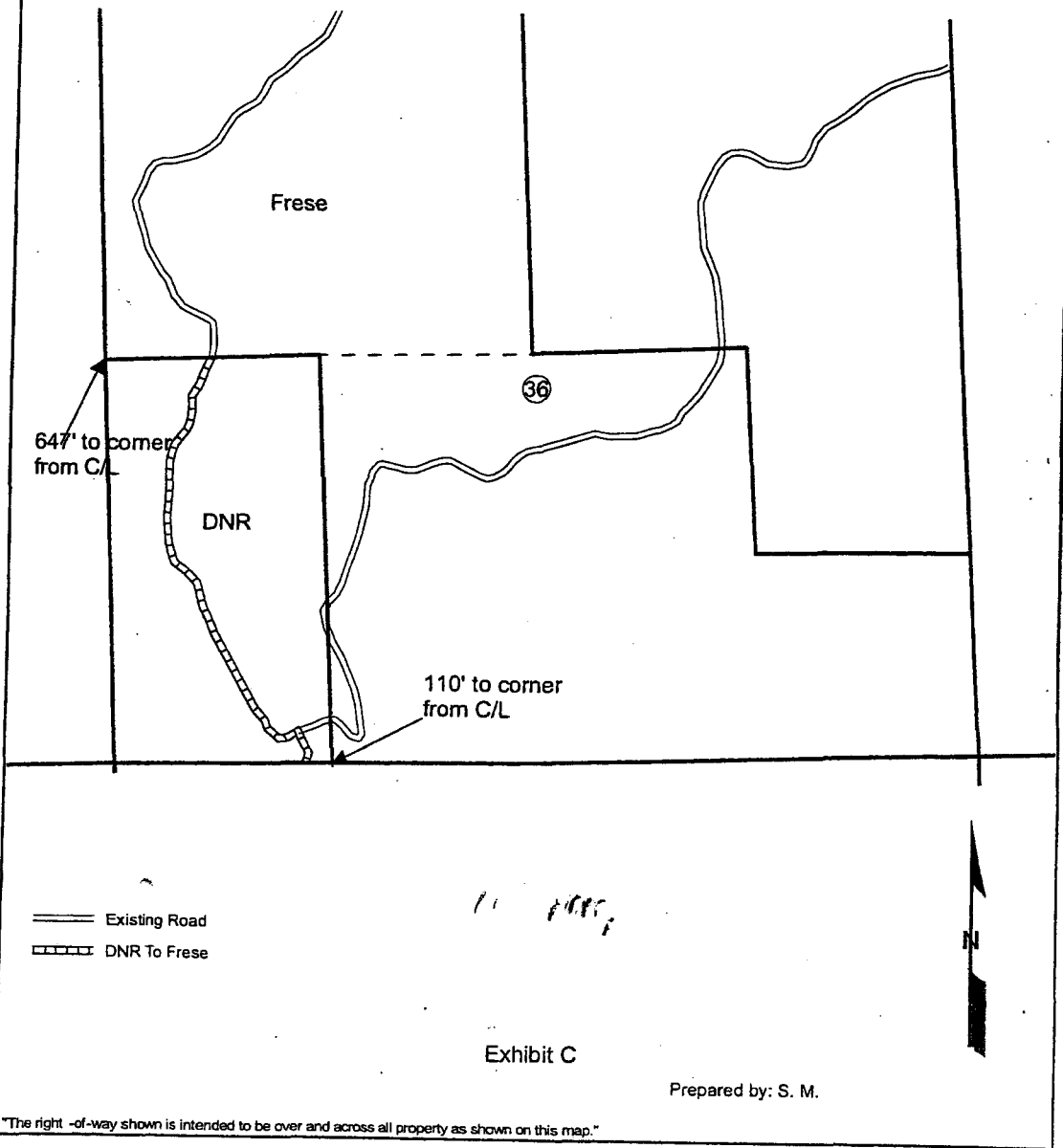
Application NO: 50 - 076761

County: Stevens

Name of Easement: Frese

Region: Northeast

Township 32 North, Range 39 East, W. M.





**EXHIBIT D**  
**Benefited Parcels**

**Exchanger:** The NW¼ of Section 36, Township 32 North, Range 39 East, W.M., Stevens County Washington.

**State:** The NE¼, W½SW¼, and NE¼SE¼ of Section 36, Township 32 North, Range 39 East, W.M., Stevens County, Washington.

Files\misc\50-076761\_55-076762.doc

Exhibit D

Page 17 of 17

Easement No. 55-076761/55-076762

OFF. 326 PAGE 2646  
VOL. 326 PAGE 2646



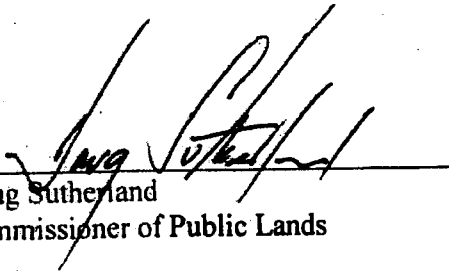
WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**

DOUG SUTHERLAND  
*Commissioner of Public Lands*

**MEMORANDUM**

**TO:** Fran McNair, Aquatics Steward  
**FROM:** Doug Sutherland, Commissioner of Public Lands  
**DATE:** April 12, 2005  
**SUBJECT:** Delegation of Signature Authority

During my out-of-state travel April 18-22, 2005, I hereby appoint you the authority to sign all documents for the Washington State Department of Natural Resources on my behalf as Commissioner of Public Lands.

  
\_\_\_\_\_  
Doug Sutherland  
Commissioner of Public Lands

**Cc:** Bruce Mackey, Lands Steward  
Pat McElroy, Executive Director of Regulatory Programs  
Bonnie Bunning, Executive Director of Policy & Administration  
CPL File

When recorded return to:  
Department of Natural Resources  
NE Region  
Attn: Nondis Taylor  
225 S Silke Road  
Colville, WA 99114



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

Grantor: COURTNEY SCOTT GARFIELD  
Grantee: WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES  
Legal Description: SE1/4 SW1/4, Section 36, Township 33 North, Range 39 East, W.M., in Stevens County Washington.  
Assessor's Property Tax Parcel or Account Number: 2170800  
DNR Easement No. 55-106014

**EASEMENT**

THIS AGREEMENT, made and entered into this 23 day of October, 2023, by and between COURTNEY SCOTT GARFIELD, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

**Conveyance.** Grantor, for and in consideration of SEVEN THOUSAND, EIGHT HUNDRED ELEVEN AND NO/100 DOLLARS (\$7,811.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in Stevens County legally described as set forth in Exhibit A (hereafter Burdened Parcel) said Easement to be fifteen (15) feet in width lying on each side of a centerline of a road, two thousand three hundred (2,300) feet in length located approximately as shown on Exhibit B (hereafter Easement Area).

**Purpose.** The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purposes. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. No public access is authorized.

**Appurtenant.** This Easement shall be deemed appurtenant to the real property now owned by State located in Stevens, legally described as set forth in Exhibit C attached hereto and such

real property hereafter acquired by the State (hereafter Benefited Parcels).

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

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

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

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

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

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

**Improvements.** 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.

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


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

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

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

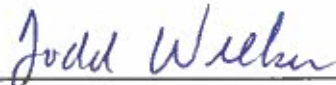
COURTNEY SCOTT GARFIELD

Dated: October 23rd, 2023.

  
\_\_\_\_\_  
Courtney Scott Garfield  
PO Box 9, Upperco, MD 21155  
(323) 543-3000

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: November 8, 2023.

  
\_\_\_\_\_  
Todd Welker  
Deputy Supervisor for State Uplands  
PO Box 7000, 1111 Washington Street SE  
Olympia, WA 98504-7000  
(360) 902-1600



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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Maryland

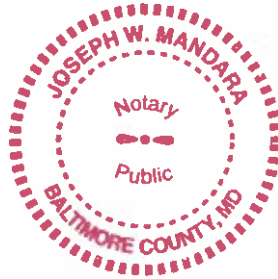
County of Baltimore

I certify that I know or have satisfactory evidence that Courtney Scott Garfield is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/23/23

Joseph W. Mandara  
(Signature)

Joseph W. Mandara  
(Print Name)



Notary Public in and for the State of ~~Washington~~ Maryland,  
residing at Reisterstown, Maryland.

My appointment expires 4/2/2024.

STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

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

Dated: 11/8/2023 Tami K. Kellogg  
(Signature)

Tami K. Kellogg  
(Print Name)



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

My appointment expires 11/28/2023

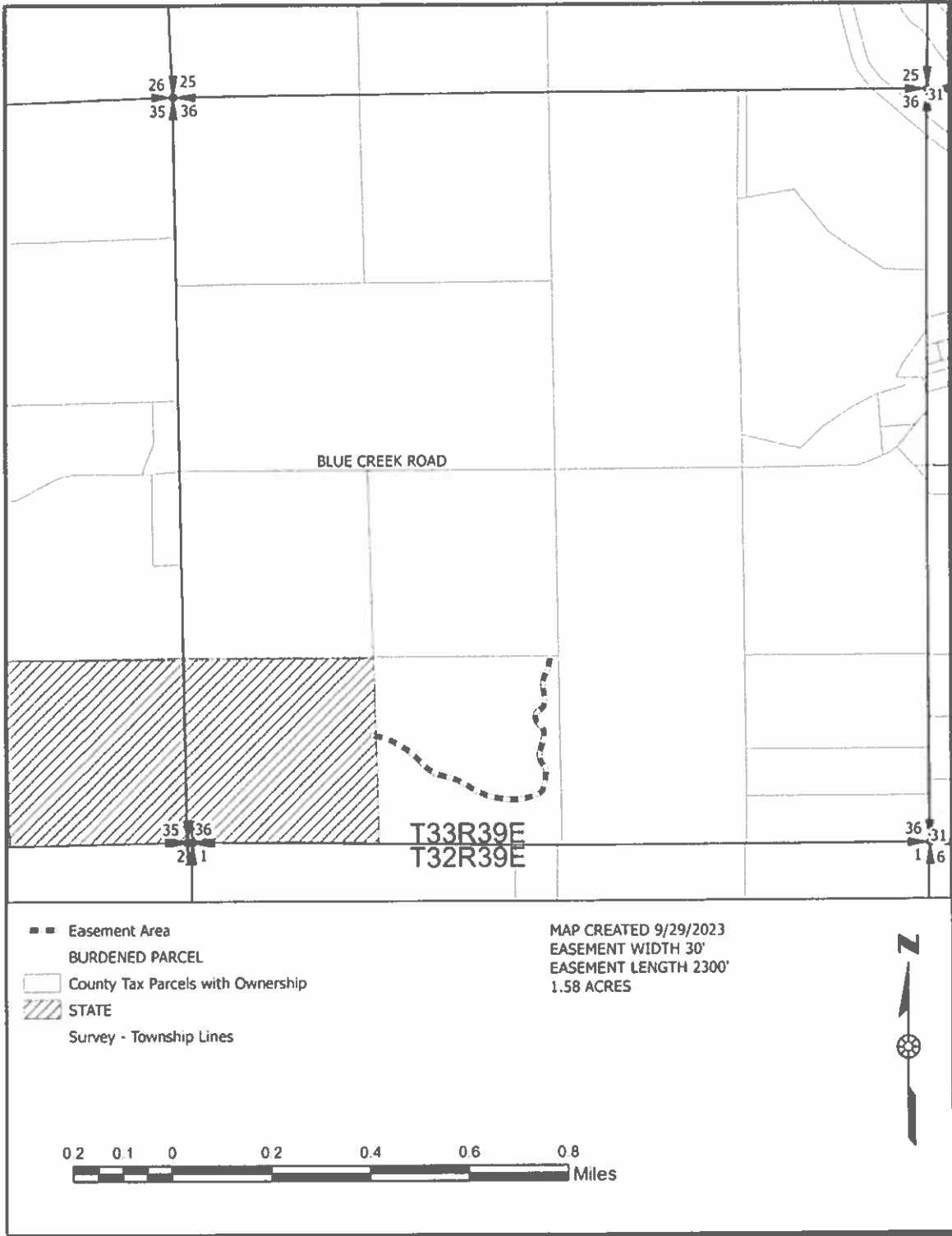


**EXHIBIT A  
BURDENED PARCEL  
Grantor Land**

Portions of the Southeast Quarter of the Southwest Quarter, Section 36, Township 33 North,  
Range 39 East, W.M., in Stevens County Washington.

Stevens County Parcel ID: 2170800

**EXHIBIT B  
EASEMENT AREA**



**EXHIBIT C**  
**BENEFITED PARCELS**  
**State Land**

The Southeast Quarter of the Southeast Quarter of Section 35, and the Southwest Quarter of the Southwest Quarter of Section 36, all in Township 33 North, Range 39 East, W.M., Stevens County Washington.

Stevens County Parcel ID: 8000367 and 8367189

When recorded return to:  
Department of Natural Resources  
NE Region  
Attn: Nondis Taylor  
225 S Silke Road  
Colville, WA 99114



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

Grantors: THANE G. RIFFLE and ANGELA D. RIFFLE  
Grantee: WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES  
Legal Description: NE1/4SW1/4, Section 36, Township 33 N, Range 39 E, W.M., in Stevens County, Washington.  
Assessor's Property Tax Parcel or Account Number: 2170600  
DNR Easement No. 55-106036

**EASEMENT**

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of MARCH, 2024, by and between THANE G. RIFFLE and ANGELA G. RIFFLE, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

**Conveyance.** Grantor, for and in consideration of FOUR THOUSAND THREE HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$4,379.00), hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in Stevens County legally described as set forth in Exhibit A (hereafter Burdened Parcel) said Easement to be THIRTY (30) feet in width lying FIFTEEN (15) feet on each side of a centerline of a road that is ONE THOUSAND TWO HUNDRED EIGHTY-SIX (1,286) feet in length, located approximately as shown on Exhibit B (hereafter Easement Area).

**Purpose.** The Easement is conveyed to provide ingress and egress to and from lands owned by State for any and all purposes. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area. No public access is authorized.

**Appurtenant.** This Easement shall be deemed appurtenant to the real property now owned by

State located in Stevens County, legally described as set forth in Exhibit C attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcels).

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

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

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

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

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

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

**Improvements.** 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.

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

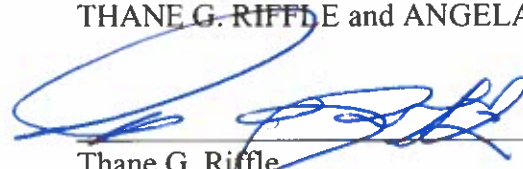
**Insurance.** The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

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

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

THANE G. RIFFLE and ANGELA G. RIFFLE

Dated: MARCH 25, 2024.



Thane G. Riffle  
1755 Blue Creek Road West, Addy, WA 99101  
(253) 905-9015

Dated: MARCH 25, 2024.



Angela G. Riffle  
1755 Blue Creek Road West, Addy, WA 99101  
(253) 905-9015

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: April 23, 2024.



Todd Welker  
Deputy Supervisor for State Uplands  
PO Box 7000, 1111 Washington Street SE  
Olympia, WA 98504-7000  
(360) 902-1600



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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

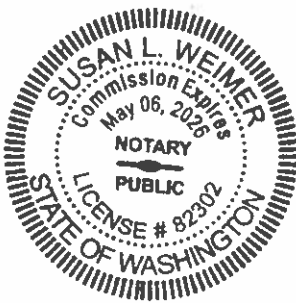
County of Stevens

I certify that I know or have satisfactory evidence that Thane G. Riffle is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: MARCH 25, 2024

Susan L. Weimer  
(Signature)

Susan L. Weimer  
(Print Name)



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

My appointment expires May 6, 2026



INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Stevens

I certify that I know or have satisfactory evidence that Angela G. Riffle is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: MARCH 25, 2024

Susan L. Weimer  
(Signature)

Susan L. Weimer  
(Print Name)



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

My appointment expires May 6, 2026.

STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

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

Dated: 4/23/2024

Tami K. Kellogg  
(Signature)

Tami K. Kellogg  
(Print Name)



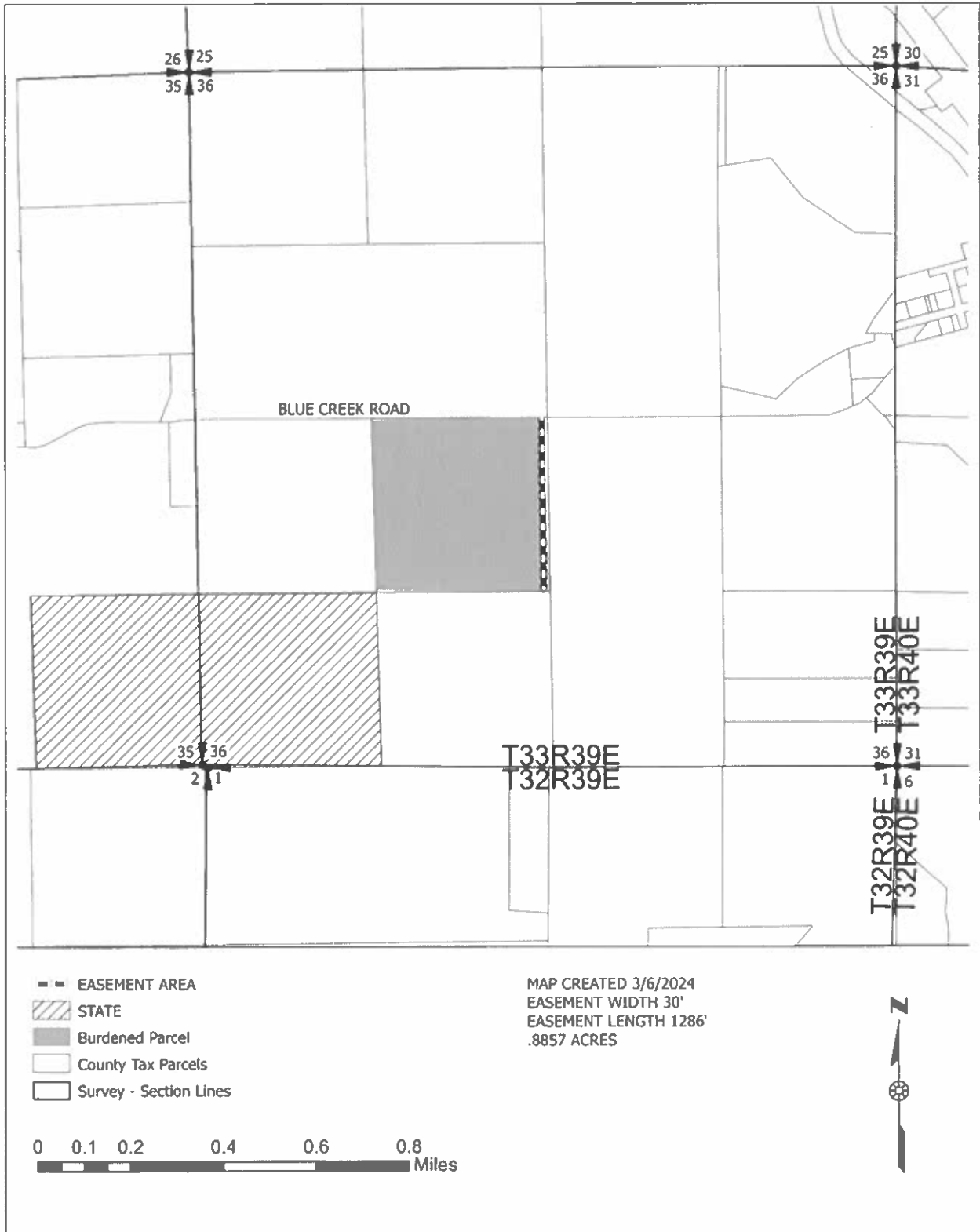
Notary Public in and for the State of Washington,  
residing at MCCleary

My appointment expires 11/28/2024

**EXHIBIT A**  
**BURDENED PARCEL**  
**Grantor Land**

The Northeast quarter of the Southwest quarter of Section 36, Township 33 North, Range 39 East, W.M., in Stevens County, Washington.

## EXHIBIT B EASEMENT AREA



**EXHIBIT C**  
**BENEFITED PARCELS**  
**State Land**

The Southeast Quarter of the Southeast Quarter of Section 35, and the Southwest Quarter of the Southwest Quarter of Section 36, all in Township 33 North, Range 39 East, W.M., Stevens County Washington.



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

**ROAD USE PERMIT**

Permit No. 55-106365

THIS PERMIT, made and entered into this 10<sup>th</sup> ~~4<sup>th</sup>~~ day of Jan, 2024, by and between Janey J. Graham, 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 forest land management. a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the Northwest Quarter of the Southeast Quarter of Section 36, Township 32 North, Range 39 East, W.M., in Stevens County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

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

**Consideration.** The consideration is as follows: The realized mutual benefit of improvements made to premises prior to and during harvest activities to include road maintenance as described in the maintenance portion of this document and decked firewood provided for the benefit of the Grantor.

**Termination.** This permit shall terminate 2-1-10-2029, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

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

**Compliance with Laws.** For all activities conducted pursuant to this Permit, each party shall, at

its own expense, comply with all applicable laws in effect now and as hereafter modified.

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

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

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

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

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

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

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

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

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

**Prior rights.** This permit is subject to any rights and valid claims previously conveyed by

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

**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 said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

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

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

**Fire Prevention and Control.** The Grantee shall be responsible for satisfying the requirements



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

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

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

To State:  
DEPARTMENT OF NATURAL RESOURCES  
NE Region  
225 S Silke Road  
Colville, WA 99114

To Grantor:  
JANEY J. GRAHAM  
4705 E. Handy Road  
Colbert, WA 99005

**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.

JANEY J. GRAHAM

Dated: January 4, 2024.   
Signature, Janey J. Graham  
4705 E Handy Road  
Colbert, WA 99005  
(509) 999-5457

DEPARTMENT OF NATURAL RESOURCES

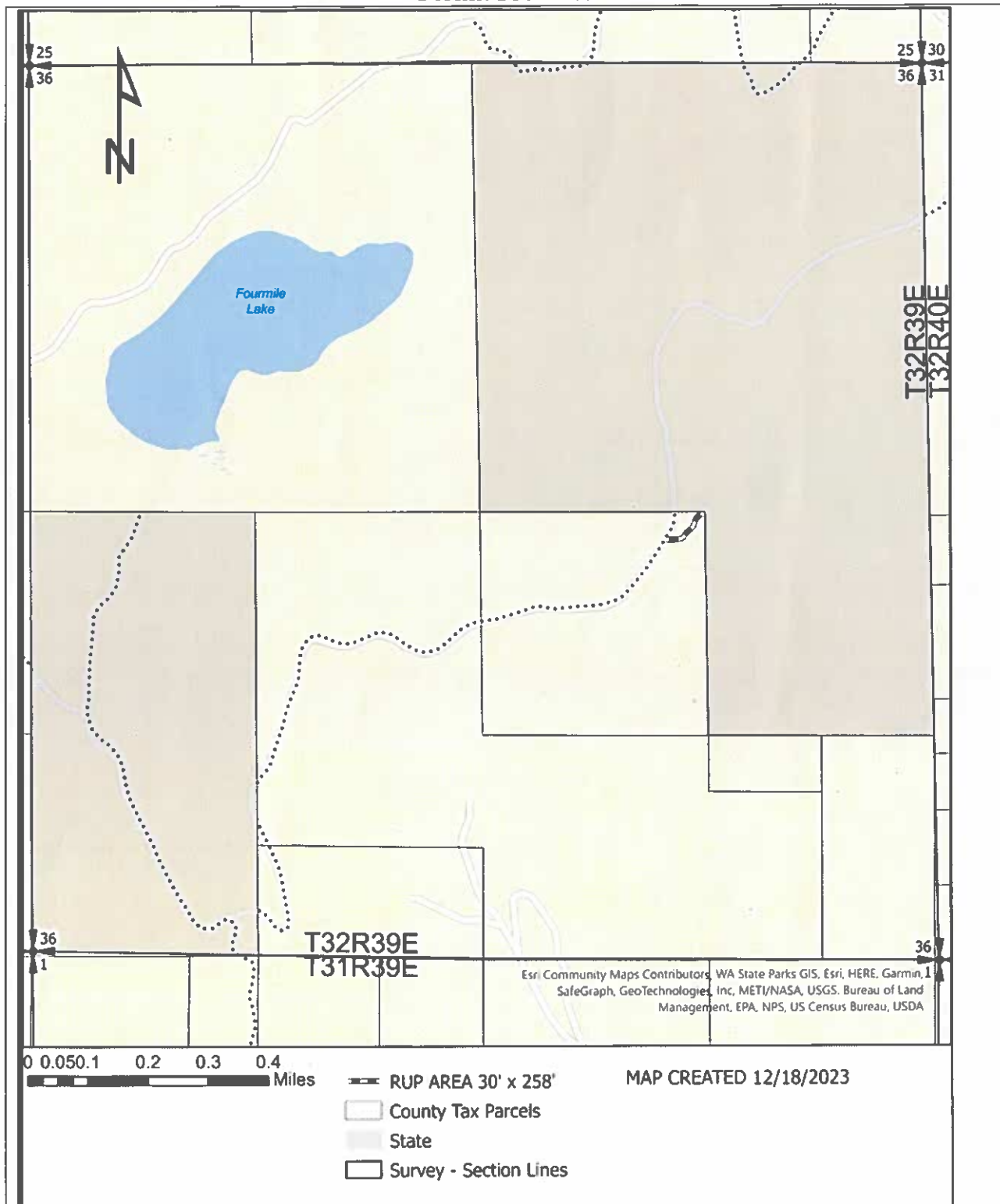
Dated: 1-10, 2024.   
Signature, Brett Walker  
ARM State Lands NE Region  
225 S Silke Road  
(509) 684-7474



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

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

### Exhibit A Permit Premises





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

**ROAD USE PERMIT**

**Permit No. 55-106367**

**THIS PERMIT**, made and entered into this 29<sup>th</sup> day of Jan 2024, by and between Timothy A. Small, 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 forest land management. a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the Southeast Quarter of the Northwest Quarter of Section 1, Township 31 North, Range 39 East, W.M., in Stevens County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

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

**Consideration.** The consideration is as follows: ONE THOUSAND and no/100 DOLLARS (\$1000.00). The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Mountain View Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling will occur until the consideration is paid in full. If the Grantee is granted a perpetual easement over this road within two (2) years of the termination date of this permit, the Grantee shall be entitled to a credit in the amount of FIVE HUNDRED and no/100 Dollars (\$500.00), which shall be applied to the consideration to be paid for the easement.

**Termination.** This permit shall terminate June 6-2028, 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 all rights reserved.

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

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

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

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

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

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

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

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

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

**Improvements.** Unless the parties agree in writing to share the cost of improvements in advance

of such improvements being made, such improvements shall be solely for the account of the improver.

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

**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 said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

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

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

Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

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

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

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

To State:  
DEPARTMENT OF NATURAL RESOURCES  
NE Region  
225 S Silke Rd  
Colville, WA 99214

To Grantor:  
TIMOTHY A. SMALL  
1301 Babs Avenue  
Benton City, WA 99320

**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.

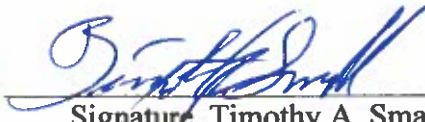
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**Counterparts.** This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. 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.

TIMOTHY A. SMALL

Dated: JAN. 29, 2024.



Signature, Timothy A. Small  
1301 Babs Avenue  
Benton City, WA 99320  
(509) 440-2889

DEPARTMENT OF NATURAL RESOURCES

Dated: 2-5, 2024.



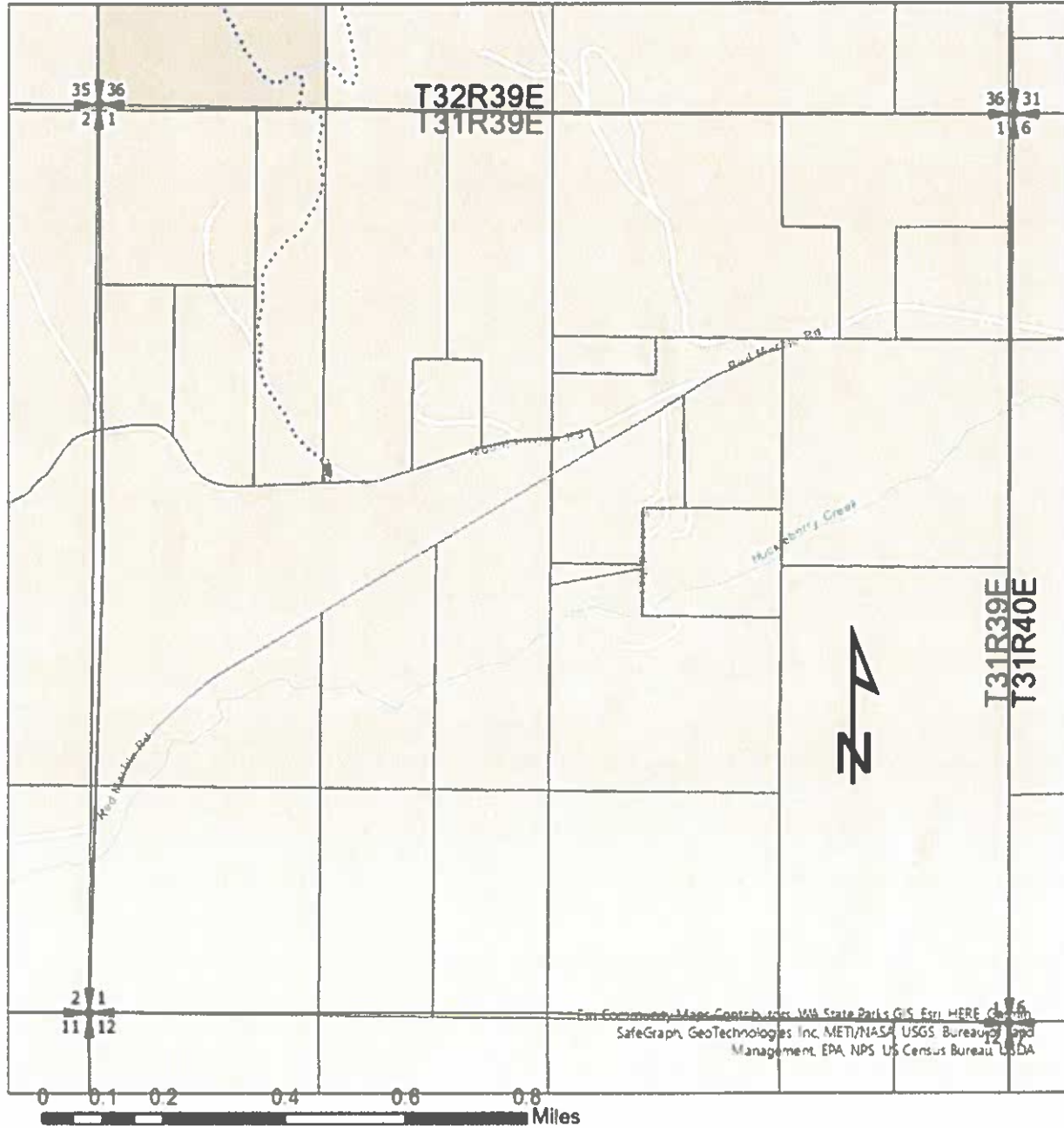
Signature, Brett Walker  
ARM State Lands, NE Region  
225 S Silke Road, Colville, WA 99214  
(509) 684-7474



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

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

## Exhibit A Permit Premises



Em. Community Maps, Contributors: WA State Parks GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

MAP CREATED 12/18/2023

- RUP AREA 30' x 138'
- ..... CURRENT EASEMENT
- County Tax Parcels
- State
- Survey - Section Lines