

### TIMBER NOTICE OF SALE

SALE NAME: SERENDIPITY AGREEMENT NO: 30-105259

AUCTION: January 28, 2025 starting at 10:00 a.m., COUNTY: Mason

South Puget Sound Region Office, Enumclaw, WA

**SALE LOCATION:** Sale located approximately 16 miles northwest from Hoodsport, WA.

PRODUCTS SOLD AND SALE AREA:

All timber, except trees marked with blue paint or bounded out by yellow leave tree area tags, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white timber sale boundary tags and timber type change marked with pink flagging in Unit #1; white timber sale boundary tags and property line marked with white Carsonite posts and pink flagging in Unit #2; white timber sale boundary tags and the USFS 24 Road in Unit #3; white timber sale boundary tags, timber type change marked with pink flagging, and the USFS 24 Road in Unit #5;

All timber bounded by orange right of way tags, except that title to timber is not conveyed to the Purchaser unless the associated road segments are actually constructed in Units #4 and #6;

All timber, except trees marked with blue paint, bounded by orange right of way tags and timber type change marked with pink flagging, except that title to timber is not conveyed to the Purchaser unless the associated road segment is actually constructed in Unit #7;

All forest products above located on part(s) of Sections 1 and 2 all in Township 23 North, Range 4 West, Sections 6 all in Township 23 North, Range 3 West, W.M., containing 118 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:

	Avg 1	Ring	Total	MBF by Grade									
Species	DBH Count		MBF		1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	16	7	1,969					41		854	851	217	6
Hemlock	15		136							21	94	20	2
Red alder	10.3		71							5	4	53	8
Maple	12.8		46							13		25	8
Redcedar	15.3		19								10	9	
Cottonwood	28.7		9							9			
Sale Total			2,250										

MINIMUM BID: \$383,000.00 BID METHOD: Sealed Bids

**PERFORMANCE** 

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

**EXPIRATION DATE:** November 30, 2026 **ALLOCATION:** Export Restricted

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**BID DEPOSIT:** \$38,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

HARVEST METHOD: Harvest activities are expected to be 15 percent ground based, 80 percent uphill cable and

5 percent downhill cable. Cable and ground based equipment. Cable equipment allowed on all slopes with self-leveling equipment limited to sustained slopes of 60 percent or less, and ground based equipment limited to sustained slopes of 45 percent or less. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-

017. See Special Remarks for yarding in Unit #2.

Falling, yarding, and timber haul will not be permitted on weekends or State recognized holidays, unless approved in writing by the Contract Administrator.

**ROADS:** 137.51 stations of optional construction. 500.97 stations of required prehaul

maintenance. 67.21 stations of abandonment, if constructed. 571.27 stations of required

post haul maintenance. Purchaser maintenance on all roads used.

Rock for the proposal may be obtained from the State owned Saddle and Wedge Pits at no cost to the Purchaser or any commercial rock source at the Purchaser's expense. Rock source development is to be completed per Section 6 of the Road Plan for the Saddle and Wedge Pits.

Rock for Units #1, #2, #5, #6 and #7 can be obtained from the Wedge Pit. Rock for Units #3 and #4 can be obtained onsite or from the Saddle Pit.

Operation of road construction equipment, and rock haul will not be permitted on weekends or State recognized holidays unless authorized in writing by the Contract Administrator.

### ACREAGE DETERMINATION

**CRUISE METHOD:** Acreage was determined by traversing boundaries by GPS. GPS data files are available at

DNR's website for timber sale auction packets. See cruise narrative for cruise method.

FEES: \$38,250.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in

addition to the bid price.

SPECIAL REMARKS: This sale contains high quality Douglas fir sawlogs and Douglas fir poles. See Cruise.

Trees in Unit 2 must be yarded over a Type 4 stream and the USFS 24 Road. Yarding requirements through the Type 4 RMZ are outlined on Schedule A. Logging profiles are available upon request.

A traffic control plan will be required for all yarding activities in Unit #2. Traffic must be stopped by flaggers prior to any yarding over USFS 24 Road. Notify USFS 3 weeks prior to beginning work. Contract Administrator approval is required prior to beginning work.

Tailholds may be needed on private property and the USFS. If needed, the Purchaser will be required to obtain written permission from the Landowner and provide a copy to the State as required in contract clause H-127.

Balds located in Units #1 and #3 have been protected with yellow Leave Tree Area tags with pink flashers and pink flagging. Trees within these areas cannot be utilized for tailholds.

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Trees marked with a double band of blue paint in Units #1 and #3 are non-tradeable leave trees. Spur 1 in ROW Unit #7 will be partially built through two leave tree areas from a previous timber sale. Trees in this area are marked with a triple band of blue paint, and must be left on site if felled to facilitate road construction. See clause H-141.

Blue Special Management Unit Boundary tags in Unit 3 are for silviculture activity purposes only and do not represent any restrictions for this timber sale. See clause H-141.

This sale includes extreme hazard abatement per contract clause S-020.

Cut all vine maple 6 feet in height or greater within all harvest units.

Full bench construction is associated with portions of Spur 1 and the 1800 Road per Road Plan clause 4-12.

Purchaser is responsible to acquire and install a steel gate with wings and a 6-lever lock box on the 1800 Road at station 2+22. See road plan for details.

Rock for Units #1, #2, #5, #6 and #7 can be obtained from the Wedge Pit. Rock for Units #3 and #4 can be obtained onsite or from the Saddle Pit.

Two separate haul routes are required for this sale. Units #1, #2, #5, #6, and #7 must be hauled out USFS 24 to Highway 101. Units #3 and #4 must be hauled out USFS 24 to SR119. Haul will not be allowed on the USFS 24 Road between Unit #3 and the USFS 24/2420 Road intersection, except for light vehicles only. Rock haul for Units #1, #2, #5, #6, and #7 must use the Wedge Pit and Units #3 and #4 must use the Saddle Pit.

Purchaser shall provide and maintain safety signs (Active Logging Ahead, Heavy Truck Traffic, Trucks Entering Roadway) on the haul route at locations to be determined by the Contract Administrator.

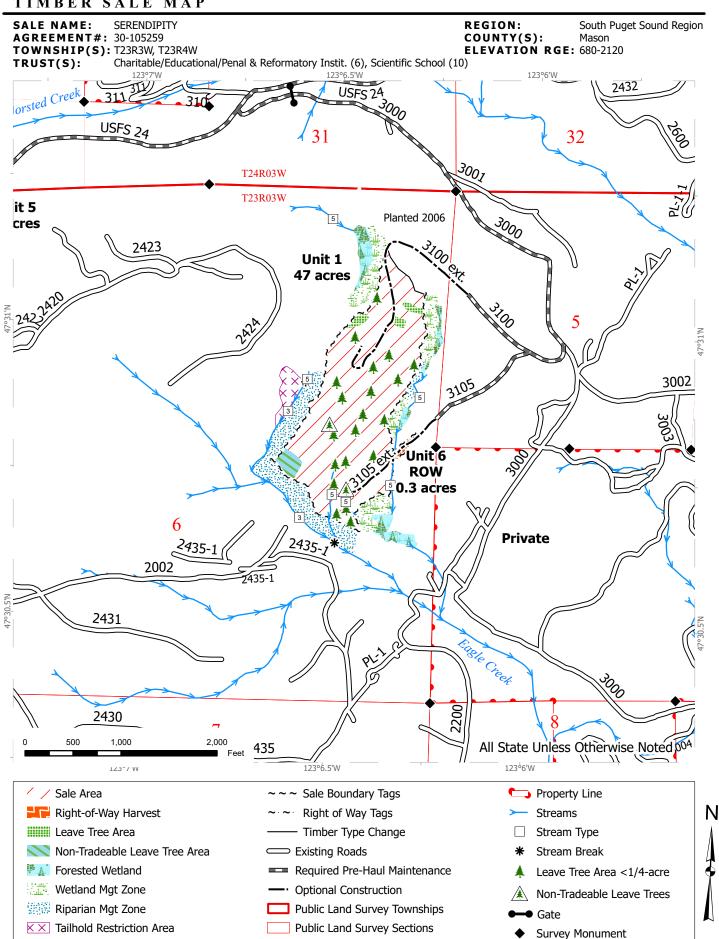
The sale area is typically inaccessible from December to February due to snow conditions. Contact Janessa Cimfl at 360-827-2283 for current conditions.

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

See map for gate locations. Gate keys may be obtained by contacting the South Puget Sound Region Office at 360-825-1631 or by contacting Janessa Cimfl at 360-827-2283.

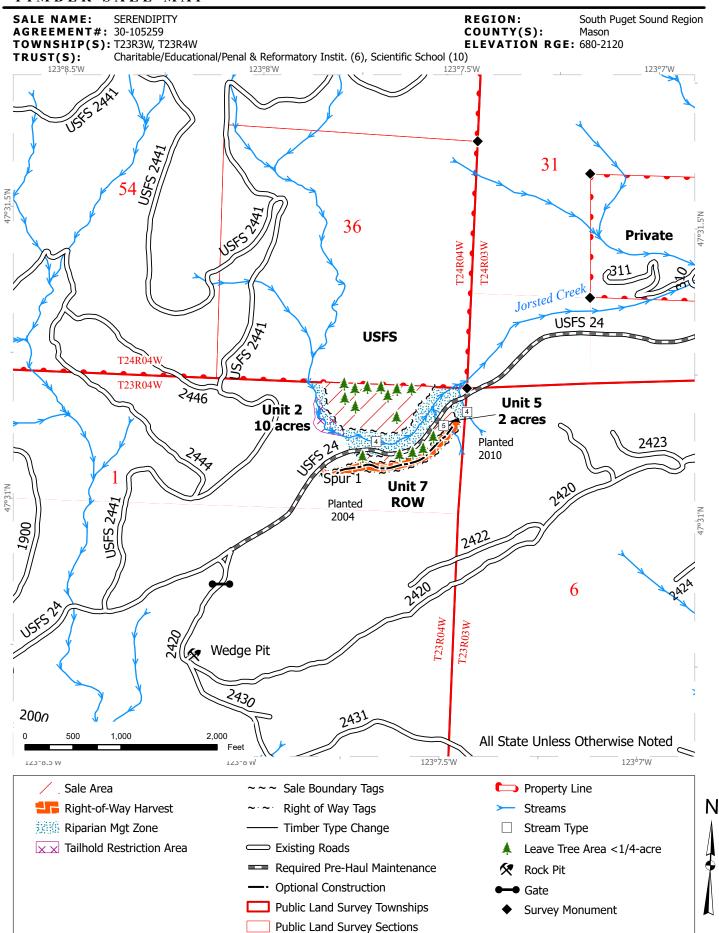
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Prepared By: kfry490



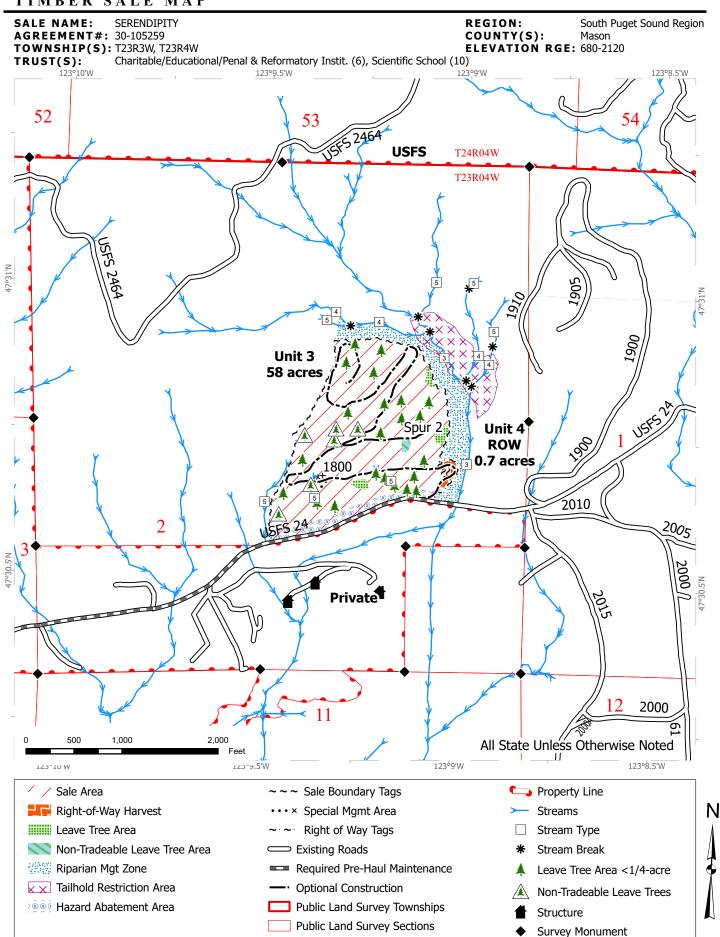
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# DRIVING MAP

SERENDIPITY 30-105259 AGREEMENT#: SALE NAME:

**IOWNSHIP(S):** T23R3W, T23R4W

Charitable/Educational/Penal & Reformatory Instit. (6), Scientific School (10)

South Puget Sound Region Mason COUNTY(S) REGION

ELEVATION RGE: 680-2120

4 32101 34 Hoodsport 11 miles 28 2 miles 324 33 325 1 mile USES 24 17 Unit 1 0.5 31 Unit 21 mile as Wedge 36 SOUTH 댪 54 0.25 miles Saddle Pit **Unit 3** 53 5.6 mles AT STEN 2 miles 1200 52 37 33 38 2 miles 1240 Hoodsbort 9 **FRUST(S)**: 8.5 miles 32 39 4 139 31 9

# DRIVING DIRECTIONS:

Open Water Harvest Unit

Wet Area

Highway

Unit 1: From Hoodsport, drive 11 miles north on Highway 101. Turn left onto USFS 24 (Jorsted Creek Road). Continue for 2 miles. At the USFS 24/USFS 2480 junction, continue left onto USFS 24 Road for 2 miles. Turn left onto 3000 Road and go through Gate 32 (383 Masterlock). Continue for 1 mile. For upper portion of Unit 1, continue onto 3100 Road for 0.5 miles. Unit 1 will be on the left. For lower portion of Unit 1, Unit 2 and 5: From USFS 24/3000 Road junction, continue for 1 mile on USFS 24 Road. Unit 2 will be on the right. Unit 5 will be on the left. turn left onto 3105 Road for 0.25 miles.

Wedge Pit: From Unit 2, continue on USFS 24 Road for 0.5 miles. Turn left onto 2420 Road and go through Gate 8 (383 Masterlock). Saddle Pit: From Hoodsport, drive 8.5 miles north on SR119. Turn right onto 1240 Road and go through Gate 18 (383 Masterlock). Continue for Unit 3: From Hoodsport, take SR 119 north for 8.5 miles. Turn right onto USFS 24 Road. Continue for 5.6 miles. Unit 3 will be on the left. Rock Pits

2 miles. Turn left onto the 1200 Road. Continue for 2 miles.



23

20 326

61

24

23

Map may not be to scale

Gate (383 Masterlock)

Rock Pit

Distance Indicator Milepost Marker

Other Route Haul Route

### STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

## BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

**Export Restricted Lump Sum AGREEMENT NO. 30-0105259** 

SALE NAME: SERENDIPITY

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.

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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 timber, except trees marked with blue paint or bounded out by yellow leave tree area tags, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white timber sale boundary tags and timber type change marked with pink flagging in Unit #1; white timber sale boundary tags and property line marked with white Carsonite posts and pink flagging in Unit #2; white timber sale boundary tags and the USFS 24 Road in Unit #3; white timber sale boundary tags, timber type change marked with pink flagging, and the USFS 24 Road in Unit #5;

All timber bounded by orange right of way tags, except that title to timber is not conveyed to the Purchaser unless the associated road segments are actually constructed in Units #4 and #6;

All timber, except trees marked with blue paint, bounded by orange right of way tags and timber type change marked with pink flagging, except that title to timber is not conveyed to the Purchaser unless the associated road segment is actually constructed in Unit #7;

All forest products described above located on approximately 118 acres on part(s) of Sections 1, and 2 all in Township 23 North, Range 4 West, Section 6 in Township 23 North, Range 3 West W.M. in Mason 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.

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

### G-020 Inspection By Purchaser

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

### G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule Title

A Cable Corridor Requirements

### G-031 Contract Term

Purchaser shall complete all work required by this contract prior to November 30, 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:

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- 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 \$1,250.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.
- G-053 Surveys Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."

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

### G-061 Inadvertent Discovery of Cultural Resources

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

### G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address

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

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

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

### G-063 Incidental Take Permit Notification Requirements

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

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

### G-064 Permits

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

### G-065 Regulatory Disclaimer

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

### G-066 Governmental Regulatory Actions

### a. Risk

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

### b. Sale Area

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

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

### c. Adjustment of Price

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

### G-070 Limitation on Damage

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

### G-080 Scope of State Advice

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

### G-091 Sale Area Adjustment

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

### G-101 Forest Products Not Designated

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

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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;

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- 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.

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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.

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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

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Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

### G-160 Agents

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

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

### G-170 Assignment and Delegation

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

### G-180 Modifications

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

### G-190 Contract Complete

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

### G-200 Notice

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

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

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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

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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

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unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

### G-280 Operating Release

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

### G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; the USFS 24, 1200, 1240, 1800, 2420, 3000, 3100, and 3105 roads, and 3100 and 3105 extensions, and Spurs 1 and 2. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

### G-330 Pre-work Conference

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

### G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, reestablish 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.

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### G-370 Blocking Roads

Purchaser shall not block the USFS 24 Road, 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 No. 55-095368, between U.S. Forest Service, Department of Agriculture and Washington State Department of Natural Resources, dated February 4, 1976.

### G-396 Public Hauling Permit

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

### G-430 Open Fires

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

### G-450 Encumbrances

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

To be determined approximately one month prior to the day of sale.

### 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 \$58,500.00. The total contract price consists of a \$0.00 contract bid price plus \$58,500.00 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

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products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

### P-045 Guarantee of Payment

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

### P-050 Billing Procedure

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

### P-080 Payment Account Refund

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

### P-090 Performance Security

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

### P-100 Performance Security Reduction

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

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Section H: Harvesting Operations

### H-013 Reserve Tree Damage Definition

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

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

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

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

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

### H-017 Preventing Excessive Soil Disturbance

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

### H-035 Fall Trees Into Sale Area

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

### H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for Units #2 and #3. The plan shall address the temporary blocking of USFS 24 during yarding activities, extreme hazard abatement, yarding locations through Type 4 RMZ, and landing locations,, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation.

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Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

### H-051 Branding and Painting

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

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

### H-080 Snags Not to be Felled

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

### H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable and ground based equipment. Cable equipment allowed on all slopes with cable yarding in Unit #2 requiring full suspension, self-leveling equipment limited to sustained slopes of 60 percent or less, and ground based equipment limited to sustained slopes of 45 percent or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

### H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities. Full suspension is required for all yarding activities across Type 4 streams and the USFS 24 Road.

### H-126 Tailholds on State Land

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

### H-127 Tailholds on Private Land

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

### H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. Equipment limitation zones are required within 30 feet of Type 5 streams.

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- B. Crossings of Type 5 streams may be allowed at locations approved in writing by the Contract Administrator. Purchaser shall place a culvert or log puncheon at crossing locations (when water is present) to protect the stream bank and prevent sedimentation. All materials placed in and/or over the stream at these crossings shall be removed immediately upon completion of yarding on that skid trail.
- C. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.
- D. Falling, yarding, and timber hauling shall not be permitted on weekends or State recognized holidays without written permission from the Contract Administrator.
- E. Purchaser shall provide and maintain safety signs ("Active Logging Ahead", "Heavy Truck Traffic", "Trucks Entering Roadway") on the haul route at locations to be determined by the Contract Administrator.
- F. A traffic control plan shall be required. This plan shall address the temporary blocking of USFS 24 Road during yarding activities in Unit 2. Multiple "Flagger Ahead" signs shall be posted in both directions of traffic.
- G. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- H. Notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- I. Landings shall be constructed in locations, and with drainage, that does not contribute sediment to typed water.
- J. To facilitate proper reforestation in areas of high slash concentrations, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at an 11 foot by 11 foot spacing.
- K. Take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Methods may include construction of water bars, "sweeping" with logs, silt traps, or other measures on skid trails, yarding corridors, landings, and haul roads.
- L. Skid trail closure shall occur immediately upon completion of yarding all tributary timber. Closure shall consist of creating plantable spots at approximately 11 foot by 11 foot spacing to facilitate reforestation and creating water bars or other methods as directed by the Contract Administrator to prevent water accumulation and sediment movement.

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- M. In the event operations become inactive for long periods of time, skid trails shall be water barred prior to completion of yarding tributary timber, and drainage from landings improved, to prevent water accumulation and sediment movement, if required by the Contract Administrator.
- N. Once a skid trail is closed, the Purchaser shall not reopen a skid trail unless approved in writing by the Contract Administrator.

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

### H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Leave 2 down logs per acre in Units #1, #2, #3, and #5. A log is defined as having a minimum diameter of 12 inches on the small end of the log and a minimum length of 20 feet or at least 100 board feet.
- B. Locations inside the sale boundary are identified as Non-Tradeable Leave Trees marked with yellow Leave Tree Area tags as shown on the Timber Sale and Logging Plan Maps in Units #1 and #3. Inside these non-tradeable leave tree areas, no trees may be used as tailholds and no equipment may operate within, nor logs felled into or yarded through or over.
- C. Trees marked with a double band of blue paint are non-tradeable leave trees that shall not be cut or damaged, or used as tailhold trees. "Damage per clause H-013 does not apply to these trees. Any damage caused by operation constitutes damage of these trees. Purchaser may be required to pay liquidated damages for any damaged non-tradeable leave trees.
- D. Trees marked with a triple band of blue paint within right-of-way Unit #7 may be felled only if necessary to facility construction of the associated Spur 1 and shall remain onsite, placed in a location in the adjacent unit designated by the Contract Administrator.
- E. Trees bounded by blue Special Management Unit Boundary tags within Unit #3 can be felled and removed. Blue tags must remain affixed to the stump after the tree is felled.
- F. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. Written approval from the State is required prior to cutting any trees 60 inches DBH or greater. If trees 60 inches DBH or greater needs to be felled for safety reasons, trees will be left in place where felled.

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

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### 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 vine maple stems 6 feet in height or greater, shall be felled. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

### Section C: Construction and Maintenance

### C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 6/6/2024 are hereby made a part of this contract.

### C-050 Purchaser Road Maintenance and Repair

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

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

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

### C-090 Landing Location

Landings shall be built 50 feet off the USFS 24 road(s).

### C-140 Water Bars

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

### Section S: Site Preparation and Protection

### S-001 Emergency Response Plan

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

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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.

Extreme hazard abatement consists of pulling slash 100 feet back from USFS 24 Road, and 200 feet back from any structure valued over \$1,000.

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed

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season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

### S-100 Stream Cleanout

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

### S-110 Resource Protection

No equipment may operate within Riparian or Wetland Management Zones, except as approved in Unit #2, unless authority is granted in writing by the Contract Administrator.

### 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

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

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

### S-131 Refuse Disposal

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

### Section D: Damages

### D-013 Liquidated Damages or Failure to Perform

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

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

### D-041 Reserve Tree Excessive Damage

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

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the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in all units.

### **SIGNATURES**

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

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

	DEPARTMENT OF NATURAL RESOURCES
Purchaser	Don Melton South Puget Sound Region Manager
Print Name	South Fuget Sound Region Manager
Date: Address:	Date:

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

STATE OF		)						
COUNTY OF								
On this	day of		, 20	),	before 1	me p	ersor	nally
			to	me	known of the c			
voluntary act and oath stated that (h	in and foregoing instrumen deed of the corporation, to e/she was) (they were) authorities.	for the uses and horized to execu	purpose te said i	es the nstrui	rein men ment.	tioned	l, and	d on
		Notary 1	Public in	for the St	tate of	f		
		My app	ointmen	t expi	res			

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# Schedule A Cable Corridor Requirements

- A. Location of corridors must be marked by Purchaser and approved by the Contract Administrator.
- B. Timber in the corridor must be felled prior to the felling of adjacent timber.
- C. A corridor will not exceed 12 feet in width, including the rub trees.
- D. Total corridor acreage within the cable thinning units will not exceed 10 percent of each unit's total acres.
- E. Excessive soil damage is not permitted in the corridor. Excessive soil damage within the corridor will be as defined by per clause H-017.
- F. Corridors shall 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 schedule without prior written approval by the Contract Administrator.

Unit #2 additional requirements yarding across Type 4 Riparian Management Zone (RMZ)

- Yarding corridors must be pre-marked and approved in writing by the Contract Administrator prior to cutting in Unit #2.
- Cable yarding corridors through Type 4 RMZ shall be limited to 7 corridors. Up to 1 additional corridor, may be allowed, as approved in writing by the Contract Administrator.
- Yarding corridors shall be located no closer to each other than 75 feet (measured edge to edge) at the Unit #2/RMZ boundary and no wider than 12 feet, including rub trees.
- When changing tailholds over typed waters, the lines shall be moved over and around leave trees and riparian vegetation prior to re-tightening. Tailholds shall be of sufficient height to minimize damage to vegetation.
- If corridor trees within a RMZ must be felled, any trees felled shall remain where they fall. If possible, corridor trees within 30 feet of Type 4 waters shall not be cut.
- Full suspension will be required within 30 feet of and over Type 4 waters during yarding activities.

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- No timber shall be yarded across Type 4 waters except where the logs will not materially damage the bed of waters, banks of sensitive sites, or RMZs.
- Large woody material embedded in the bank or streambed shall be left undisturbed and intact.
- Control measures shall be implemented at all times to prevent sedimentation towards typed water.

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### WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:	South	Puget	Sound
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Timber Sale Name: Serendipity

**Application Number: 30-105259** 

### **EXCISE TAX APPLICABLE ACTIVITIES**

Construction: 7,030 linear feet

Road to be constructed (optional and required) but not abandoned

Reconstruction: 0 linear feet

Road to be reconstructed (optional and required) but not abandoned

Abandonment: 0 linear feet

Abandonment of existing roads not reconstructed under the contract

Decommission: linear feet

Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 50,097 linear feet

Existing road to receive maintenance work (optional and required) prior to haul

### **EXCISE TAX EXEMPT ACTIVITIES**

Temporary Construction: 6,721 linear feet

Roads to be constructed (optional and required) and

then abandoned

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 contact. 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: Serendipity	Region: South Puget Sound
Agreement #: 30-0105259	District: Hood Canal
Contact Forester: Janessa Cimfl	Phone/Location: (360) 827-2283 Ext: /
Alternate Contact: John Coble	Phone/Location: (360) 801-6915 Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump Sum

Required or Optional removal of utility as pulp (for scale sales only):

Evaluated for RFRS Implementation?: No

Percentage cable-uphill: 80 Percentage cable-downhill: 5 Percentage ground based: 15

Species Onsite:  $\boxtimes$ RC,  $\boxtimes$ DF,  $\boxtimes$ WH,  $\boxtimes$ RA,  $\boxtimes$ BC,  $\boxtimes$ BLM,  $\square$ NF,  $\square$ SF,  $\square$ SS,  $\boxtimes$  Other:(Please List) White Pine

### **UNIT ACREAGES\* AND METHOD OF DETERMINATION:**

				Dec	luctions f (No har		Acreage		
Unit #					-				Determination
Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acres	(List method, dimensions and error of closure if applicable)
1	Sec 06/ T 23N/ R 03 W	10	49.7	0	2.5	0	0	47.2	Garmin/iPhone 11 Avenza
2	Sec 01/ T 23N/ R 04 W	06	10.2	0	0.1	0	0	10.1	Garmin/iPhone 11 Avenza
3	Sec 02/ T 23N/ R 04 W	06	59.7	0	2.3	0	0	57.4	Garmin/iPhone 11 Avenza
4 (R/W)	Sec 02/ T 23N/ R 04 W	06	0.7	0	0	0	0	0.7	Garmin
5	Sec 01/ T 23N/ R 04 W	06	2.3	0	0	0	0	2.3	Garmin
6 (R/W)	Sec 06/ T 23N/ R 03 W	10	0.3	0	0	0	0	0.3	Garmin
7 (R/W)	Sec 01/ T 23N/ R 04 W	06	*	0	0	0	0	*	Garmin
TOTAL ACRES			122.9	0	4.9	0	0	118	

### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species.
1	Variable Retention Harvest (VRH): Boundaries are marked with white "Timber Sale Boundary" tags with pink flashers and pink flagging, and by timber type change with pink flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags with pink flashers and pink flagging. Individual leave trees are marked with a single	None	Clumped LTs: 203 Individual LTs: 193 Total: 396

	band of blue paint. Non-tradable leave trees are marked with two bands of blue paint.		
2	Variable Retention Harvest (VRH): Boundaries are marked with white "Timber Sale Boundary" tags with pink flashers and pink flagging. Property boundary is marked with white carsonite posts and pink flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags with pink flashers and pink flagging. Individual leave trees are marked with a single band of blue paint.	None	Clumped LTs: 12 Individual LTs: 80 Total: 92
3	Variable Retention Harvest (VRH): Boundaries are marked with white "Timber Sale Boundary" tags with pink flashers and pink flagging. Boundary along the USFS 24 road is marked with pink flagging. Clumped leave trees are marked with yellow "Leave Tree Area" tags with pink flashers and pink flagging. Individual leave trees are marked with a single band of blue paint. Nontradable leave trees are marked with two bands of blue paint.	Bald tagged with blue "Special Management Area" tags. To be excluded from spray and replanting.	Clumped LTs: 200 Individual LTs: 278 Total: 478
4	Right-of-Way (ROW): Boundaries are marked with orange "Right of Way Boundary" tags with orange flashers and orange flagging.	None	
5	Variable Retention Harvest (VRH): Boundaries are marked with white "Timber Sale Boundary" tags with pink flashers and pink flagging, and by timber type change with pink flagging. Boundary along the USFS 24 road is marked with pink flagging. Individual leave trees are marked with a single band of blue paint.	None	Clumped LTs: 0 Individual LTs: 23 Total: 23
6	Right-of-Way (ROW): Boundaries are marked with orange "Right of Way Boundary" tags with orange flashers and orange flagging.	None	
7	Right-of-Way (ROW): Boundaries are marked with orange "Right of Way Boundary" tags with orange flashers and orange flagging.	Triple banded blue trees are leave trees from a previous sale. They must be left on site if felled to facilitate road construction. No harvestable volume in this ROW.	

# OTHER PRE-CRUISE INFORMATION:

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise	Gate 32 (383 Masterlock), park along 3100 road	Available at Shelton Office
2	See Cruise	Park along USFS 24 road	Available at Shelton Office
3	See Cruise	Park along USFS 24 road	Available at Shelton Office
4	See Cruise	Park along USFS 24 road	Available at Shelton Office
5	See Cruise	Park along USFS 24 road	Available at Shelton Office

6	See Cruise	Gate 32 (383 Masterlock), park along 3105 road	Available at Shelton Office
7	0 MBF	Park along USFS 24 road	Available at Shelton Office

# **REMARKS:**

No acres associated with ROW Unit 7 since there is no volume harvested from this unit.

Prepared By: Janessa Cimfl	Title: Forester	CC: John Coble
Date: 05/06/2024		

Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)

# Timber Sale Cruise Report Serendipity

Sale Name: SERENDIPITY
Sale Type: LUMP SUM
Region: SO PUGET
District: HOOD CANAL
Lead Cruiser: ADouglas

Other Cruisers: AColeman, MLlobet

**Cruise Narrative:** 

Location:

Serendipity is located 8 miles north of Hoodsport, WA. The sale is reached via Lake Cushman and Jorsted Creek Roads.

### Cruise Design:

125 plots were used to measure 298 trees and tally a total of 437.

Diameters were measured to the nearest whole inch. Bole heights were measured to a 5" top or estimated break point.

Trees were segmented into lengths based on a preference for long logs and taking into account location of defect. Preferred length for conifers is 40'. Preferred length for hardwoods is 30'.

### **Timber Quality:**

Serendipity is mostly composed of Douglas-fir. A majority of boles display good form with only modest defect. There is a notable component of distribution-sized pole volume.

### Logging and Stand Conditions:

Most of the sale is laid out on moderate-steep slopes. Projected harvesting methods are 85% cable driven. Unit 1 contains a very dense understory of huckleberry. Unit 3 is crisscrossed with old grades but is also somewhat brushy and contains blowdown.

All units contain small, scattered rot pockets.

### Other Remarks:

Serendipity includes a right of way that contains no merchantable timber (Unit 7). For that reason, it was omitted from this cruise. Trees in the unit are to be fallen and left.

### **Timber Sale Notice Volume (MBF)**

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	16.0	7.0		1,970	41	855	851	217	6
WH	15.0			136		21	94	20	2
RA	10.3			71		5	4	53	8
MA	12.8			46		13		25	8
RC	15.3			19			10	9	
ВС	28.7			9		9		0	
ALL	15.3	6.8		2,250	41	902	958	324	25

# **Timber Sale Notice Weight (tons)**

	Tons by Grade								
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility			
DF	14,948	258	5,861	6,963	1,831	34			
WH	1,297		192	904	187	15			
RA	590		50	31	439	70			
MA	432		102		258	71			
RC	194			93	101				
BC	51		50		1				
ALL	17,511	258	6,255	7,990	2,818	191			

### **Timber Sale Overall Cruise Statistics**

BA (sq ft/acre)			_	AR SE Net Vol (%) (bf/acre)	
149.5	5.0	126.0	2.3	19,069	5.5

# **Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
SERENDIPITY U1	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	47.2	49.7	48	26	3
SERENDIPITY U2	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	10.1	10.2	11	11	0
SERENDIPITY U3	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	57.4	59.7	59	33	4
SERENDIPITY U4	FX: FR plots (20 tree / acre expansion)	0.7	0.7	2	2	0
SERENDIPITY U5	B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	2.3	2.3	4	4	0
SERENDIPITY U6	ST: Strip/Percent Sample (1 tree expansion)	0.3	0.3	1	1	0
All		118.0	122.8	125	77	7

# Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
ВС	LIVE	2 SAW	Domestic	16.3	40	78	72	7.3	50.2	8.5
ВС	LIVE	4 SAW	Domestic	6.6	40	1	0	9.5	0.6	0.1
ВС	LIVE	CULL	Cull	9.5	7	2	0	100.0	0.0	0.0

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	15.4	40	4,191	4,102	2.1	3,306.7	484.0
DF	LIVE	2 SAW	HQ-A	14.5	37	360	358	0.7	292.6	42.2
DF	LIVE	2 SAW	HQ-B	14.8	40	1,970	1,952	0.9	1,564.6	230.3
DF	LIVE	2 SAW	Pole	13.6	40	834	834	0.0	697.5	98.4
DF	LIVE	3 SAW	Domestic	8.2	38	4,279	4,206	1.7	4,341.0	496.4
DF	LIVE	3 SAW	HQ-B	9.7	40	1,006	1,004	0.2	880.0	118.5
DF	LIVE	3 SAW	Pole	9.5	45	1,998	1,998	0.0	1,741.9	235.7
DF	LIVE	4 SAW	Domestic	5.4	29	1,723	1,695	1.7	1,682.4	200.0
DF	LIVE	4 SAW	Pole	6.8	25	147	147	0.0	148.9	17.3
DF	LIVE	CULL	Cull	6.0	8	214	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	17.1	40	347	347	0.0	257.7	40.9
DF	LIVE	UTILITY	Pulp	5.1	13	59	52	12.4	34.3	6.1
MA	LIVE	2 SAW	Domestic	15.7	30	112	106	5.4	101.9	12.5
MA	LIVE	4 SAW	Domestic	8.2	28	222	215	3.1	258.5	25.4
MA	LIVE	CULL	Cull	5.6	13	67	0	100.0	0.0	0.0
MA	LIVE	UTILITY	Pulp	5.6	22	71	71	0.0	71.4	8.4
RA	LIVE	2 SAW	Domestic	12.5	30	50	44	10.2	49.9	5.2
RA	LIVE	3 SAW	Domestic	10.2	30	36	35	2.8	30.5	4.1
RA	LIVE	4 SAW	Domestic	6.2	27	452	448	1.0	439.4	52.8
RA	LIVE	CULL	Cull	5.4	8	67	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.1	24	71	71	0.0	69.8	8.4
RC	LIVE	3 SAW	Domestic	8.9	38	89	86	3.4	93.1	10.1
RC	LIVE	4 SAW	Domestic	5.3	26	82	76	7.0	101.4	9.0
RC	LIVE	CULL	Cull	6.7	7	22	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	12.8	32	188	177	5.8	191.5	20.9
WH	LIVE	3 SAW	Domestic	9.3	39	824	794	3.7	903.6	93.6
WH	LIVE	4 SAW	Domestic	5.5	24	173	166	4.3	186.6	19.6
WH	LIVE	CULL	Cull	5.6	15	5	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.3	14	15	15	0.0	15.3	1.7

# Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
ВС	5 - 7	LIVE	Domestic	6.6	40	0	9.5	0.6	0.1
ВС	8 - 11	LIVE	Cull	9.8	11	0	100.0	0.0	0.0
ВС	12 - 15	LIVE	Domestic	12.5	40	15	6.7	14.7	1.8
ВС	16 - 19	LIVE	Domestic	16.2	40	3	0.0	2.2	0.4
ВС	20+	LIVE	Domestic	21.3	40	54	7.9	33.4	6.3

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	5.1	13	52	12.4	34.3	6.1
DF	5 - 7	LIVE	Cull	5.6	8	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Domestic	5.9	32	3,212	1.4	3,298.8	379.0
DF	5 - 7	LIVE	Pole	7.0	27	215	0.0	220.5	25.3
DF	8 - 11	LIVE	Pole	9.5	48	1,930	0.0	1,670.3	227.7
DF	8 - 11	LIVE	Domestic	9.6	37	2,661	1.9	2,697.1	314.0
DF	8 - 11	LIVE	Cull	9.7	18	0	100.0	0.0	0.0
DF	8 - 11	LIVE	HQ-B	10.0	40	1,004	0.2	880.0	118.5
DF	12 - 15	LIVE	Pole	13.5	40	834	0.0	697.5	98.4
DF	12 - 15	LIVE	HQ-A	13.6	39	358	0.7	292.6	42.2
DF	12 - 15	LIVE	HQ-B	13.9	40	1,407	0.6	1,171.0	166.0
DF	12 - 15	LIVE	Domestic	14.1	39	2,188	1.5	1,848.2	258.2
DF	16 - 19	LIVE	Cull	16.0	21	0	100.0	0.0	0.0
DF	16 - 19	LIVE	HQ-B	17.0	40	473	2.1	350.5	55.8
DF	16 - 19	LIVE	HQ-A	17.4	40	297	0.0	222.6	35.1
DF	16 - 19	LIVE	Domestic	17.8	40	1,311	1.8	1,031.9	154.7
DF	20+	LIVE	HQ-B	20.1	40	72	0.0	43.2	8.5
DF	20+	LIVE	Domestic	21.1	40	631	5.2	454.1	74.5
DF	20+	LIVE	HQ-A	22.5	40	50	0.0	35.1	5.8
MA	5 - 7	LIVE	Cull	5.1	13	0	100.0	0.0	0.0
MA	5 - 7	LIVE	Pulp	5.4	22	66	0.0	63.0	7.8
MA	5 - 7	LIVE	Domestic	7.0	26	64	3.9	77.5	7.6
MA	8 - 11	LIVE	Cull	8.0	15	0	100.0	0.0	0.0
MA	8 - 11	LIVE	Pulp	8.7	20	5	0.0	8.3	0.6
MA	8 - 11	LIVE	Domestic	9.1	30	151	2.7	181.0	17.8
MA	12 - 15	LIVE	Domestic	13.5	30	19	9.9	34.9	2.2
MA	16 - 19	LIVE	Cull	16.0	2	0	100.0	0.0	0.0
MA	16 - 19	LIVE	Domestic	16.5	30	87	4.4	66.9	10.3
RA	5 - 7	LIVE	Cull	5.0	8	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Pulp	5.1	24	71	0.0	69.8	8.4
RA	5 - 7	LIVE	Domestic	6.1	27	423	1.1	407.7	50.0
RA	8 - 11	LIVE	Domestic	9.9	30	59	1.7	62.1	6.9
RA	12 - 15	LIVE	Cull	12.0	7	0	100.0	0.0	0.0
RA	12 - 15	LIVE	Domestic	12.5	30	44	10.2	49.9	5.2
RA	20+	LIVE	Cull	26.6	4	0	100.0	0.0	0.0
RC	5+	LIVE	Domestic	6.5	28	162	5.1	194.5	19.1
RC	5+	LIVE	Cull	6.8	6	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Cull	5.3	10	0	100.0	0.0	0.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	5 - 7	LIVE	Pulp	5.3	14	15	0.0	15.3	1.7
WH	5 - 7	LIVE	Domestic	5.6	27	228	3.3	252.0	26.9
WH	8 - 11	LIVE	Domestic	9.7	40	731	4.0	838.1	86.3
WH	12 - 15	LIVE	Domestic	12.1	31	129	7.8	147.0	15.2
WH	16 - 19	LIVE	Domestic	18.8	40	49	0.0	44.6	5.7

# Unit Sale Notice Volume (MBF): SERENDIPITY U1

			_	MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility			
DF	17.2	7.0		989	12	535	362	79	1			
WH	18.4			21		14	7					
RC	11.5			6			1	5				
ALL	16.9	7.0		1,016	12	549	370	84	1			

### Unit Cruise Design: SERENDIPITY U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	47.2	49.7	48	26	3

# Unit Cruise Summary: SERENDIPITY U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	83	144	3.0	2
WH	4	4	0.1	0
RC	3	3	0.1	0
ALL	90	151	3.1	2

### **Unit Cruise Statistics: SERENDIPITY U1**

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	140.8	59.5	8.6	148.8	28.3	3.1	20,954	65.9	9.1
WH	3.9	335.2	48.4	111.4	36.4	18.2	436	337.1	51.7
RC	2.9	391.4	56.5	43.4	45.3	26.2	127	394.0	62.3
ALL	147.7	57.5	8.3	145.7	31.5	3.3	21,517	65.6	8.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	83	ALL	17.3	69	93	21,323	20,954	1.7	86.3	140.8	33.9	989.0
RC	LIVE	CUT	3	ALL	11.5	25	32	176	127	27.4	4.1	2.9	0.9	6.0
WH	LIVE	CUT	4	ALL	18.4	63	77	466	436	6.5	2.1	3.9	0.9	20.6

Sp	Status	Rx	N	D	DBH	BL	THT	<b>BF Gross</b>	BF Net	Defect %	TPA	ВА	RD	MBF Net
ALL	LIVE	CUT	90	ALL	17.1	67	90	21,965	21,517	2.0	92.5	147.7	35.6	1,015.6
ALL	ALL	CUT	90	ALL	17.1	67	90	21,965	21,517	2.0	92.5	147.7	35.6	1,015.6

# Unit Sale Notice Volume (MBF): SERENDIPITY U2

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw		
DF	15.8	8.5		335	7	119	190	19		
ALL	15.8	8.5		335	7	119	190	19		

# Unit Cruise Design: SERENDIPITY U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	10.1	10.2	11	11	0

# **Unit Cruise Summary: SERENDIPITY U2**

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
DF	44	44	4.0	2
ALL	44	44	4.0	2

### **Unit Cruise Statistics: SERENDIPITY U2**

Sp	BA (sq ft/acre)	_	_		V-BAR CV (%)	_			Vol SE (%)
DF	217.8	41.8	12.6	152.4	31.4	4.7	33,188	52.3	13.5
ALL	217.8	41.8	12.6	152.4	31.4	4.7	33,188	52.3	13.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	44	ALL	15.8	74	94	33,188	33,188	0.0	159.9	217.8	54.8	335.2
ALL	LIVE	CUT	44	ALL	15.8	74	94	33,188	33,188	0.0	159.9	217.8	54.8	335.2
ALL	ALL	CUT	44	ALL	15.8	74	94	33,188	33,188	0.0	159.9	217.8	54.8	335.2

# Unit Sale Notice Volume (MBF): SERENDIPITY U3

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
DF	13.8	6.0		594	16	172	284	118	5		
WH	14.4			107		7	79	19	2		
RA	10.3			70		5	4	53	8		
MA	12.8			46		13		25	8		
RC	14.7			8			6	3			
ВС	29.0			7		7					
ALL	13.0	6.0		833	16	204	373	218	23		

Unit Cruise Design: SERENDIPITY U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	57.4	59.6	59	33	4

# **Unit Cruise Summary: SERENDIPITY U3**

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	76	129	2.2	1
WH	11	25	0.4	0
RA	20	25	0.4	0
MA	16	22	0.4	0
RC	4	4	0.1	0
BC	1	1	0.0	0
ALL	128	206	3.5	1

### **Unit Cruise Statistics: SERENDIPITY 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	87.5	92.1	12.0	118.4	39.2	4.5	10,355	100.1	12.8
WH	16.9	197.0	25.6	109.9	36.2	10.9	1,862	200.3	27.9
RA	16.9	228.6	29.8	72.3	31.5	7.1	1,225	230.7	30.6
MA	14.9	281.3	36.6	54.0	44.5	11.1	806	284.8	38.3
RC	2.7	374.0	48.7	53.5	50.1	25.1	145	377.3	54.8

Sp	BA (sq ft/acre)	_	_		V-BAR CV (%)	_			Vol SE (%)
ВС	0.7	768.1	100.0	180.5	0.0	0.0	122	768.1	100.0
ALL	139.7	56.6	7.4	103.9	45.9	4.1	14,515	72.9	8.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
BC	LIVE	CUT	1	ALL	29.0	90	113	135	122	9.1	0.1	0.7	0.1	7.0
DF	LIVE	CUT	76	ALL	13.8	56	80	10,915	10,355	5.1	84.2	87.5	23.5	594.4
MA	LIVE	CUT	16	ALL	12.8	33	46	971	806	17.0	16.7	14.9	4.2	46.3
RA	LIVE	CUT	20	ALL	10.3	38	58	1,384	1,225	11.5	29.3	16.9	5.3	70.3
RC	LIVE	CUT	4	ALL	14.7	44	58	160	145	9.3	2.3	2.7	0.7	8.3
WH	LIVE	CUT	11	ALL	14.6	57	76	1,946	1,862	4.3	14.6	16.9	4.4	106.9
ALL	LIVE	CUT	128	ALL	13.2	50	71	15,510	14,515	6.4	147.2	139.7	38.3	833.2
ALL	ALL	CUT	128	ALL	13.2	50	71	15,510	14,515	6.4	147.2	139.7	38.3	833.2

Unit Sale Notice Volume (MBF): SERENDIPITY U4

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
DF	18.5			11	6	2	3	0	0		
RA	9.0			0				0			
ALL	17.3			11	6	2	3	0	0		

Unit Cruise Design: SERENDIPITY U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	0.7	0.7	2	2	0

Unit Cruise Summary: SERENDIPITY U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	5	5	2.5	0
RA	1	1	0.5	0
ALL	6	6	3.0	0

Unit Cruise Statistics: SERENDIPITY U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	93.3	71.8	50.8	170.5	27.5	12.3	15,900	76.9	52.2
RA	4.4	141.4	100.0	70.1	0.0	0.0	310	141.4	100.0
ALL	97.7	62.1	43.9	165.9	29.5	12.0	16,210	68.8	45.6

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	5	ALL	18.5	65	90	16,000	15,900	0.6	50.0	93.3	21.7	11.1
RA	LIVE	CUT	1	ALL	9.0	38	63	380	310	18.4	10.0	4.4	1.5	0.2
ALL	LIVE	CUT	6	ALL	17.3	61	85	16,380	16,210	1.0	60.0	97.7	23.2	11.3
ALL	ALL	CUT	6	ALL	17.3	61	85	16,380	16,210	1.0	60.0	97.7	23.2	11.3

# Unit Sale Notice Volume (MBF): SERENDIPITY U5

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw			
DF	20.5			36	24	11	1			
WH	13.9			8		7	1			
RC	21.2			5		4	1			
ALL	19.0			49	24	22	2			

### **Unit Cruise Design: SERENDIPITY U5**

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (46.94) Measure All, Sighting Ht = 4.5 ft	2.3	2.3	4	4	0

# **Unit Cruise Summary: SERENDIPITY U5**

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
DF	8	8	2.0	0
WH	2	2	0.5	0
RC	3	3	0.8	0
ALL	13	13	3.3	0

### **Unit Cruise Statistics: SERENDIPITY U5**

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	93.9	70.7	35.4	167.1	18.3	6.5	15,689	73.0	35.9
WH	23.5	115.5	57.7	149.6	23.5	16.6	3,511	117.8	60.1
RC	35.2	127.7	63.8	57.1	50.0	28.8	2,009	137.1	70.0
ALL	152.6	29.5	14.7	139.0	39.5	10.9	21,209	49.2	18.4

Sp	Status	Rx	N	D	DBH	BL	THT	<b>BF Gross</b>	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	20.5	93	119	16,330	15,689	3.9	41.0	93.9	20.7	36.1
RC	LIVE	CUT	3	ALL	21.2	41	50	2,200	2,009	8.6	14.4	35.2	7.6	4.6
WH	LIVE	CUT	2	ALL	13.9	76	98	3,578	3,511	1.9	22.3	23.5	6.3	8.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
ALL	LIVE	CUT	13	ALL	19.0	79	100	22,107	21,209	4.1	77.7	152.6	34.7	48.8
ALL	ALL	CUT	13	ALL	19.0	79	100	22,107	21,209	4.1	77.7	152.6	34.7	48.8

# Unit Sale Notice Volume (MBF): SERENDIPITY U6

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility	
DF	20.2			4	3	1	0	0	
BC	27.1			2	1		0		
WH	17.8			0	0		0		
RC	14.0			0			0		
ALL	20.0			6	4	1	0	0	

Unit Cruise Design: SERENDIPITY U6

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
ST: Strip/Percent Sample (1 tree expansion)	0.3	0.3	1	1	0

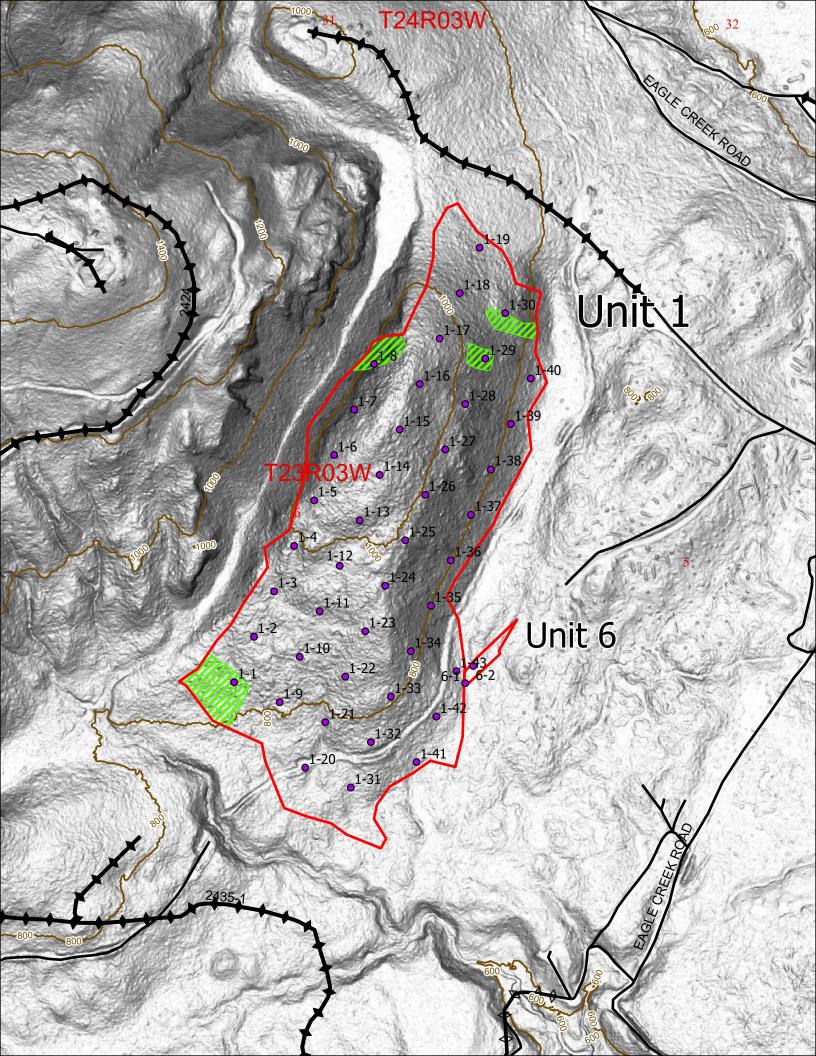
# **Unit Cruise Summary: SERENDIPITY U6**

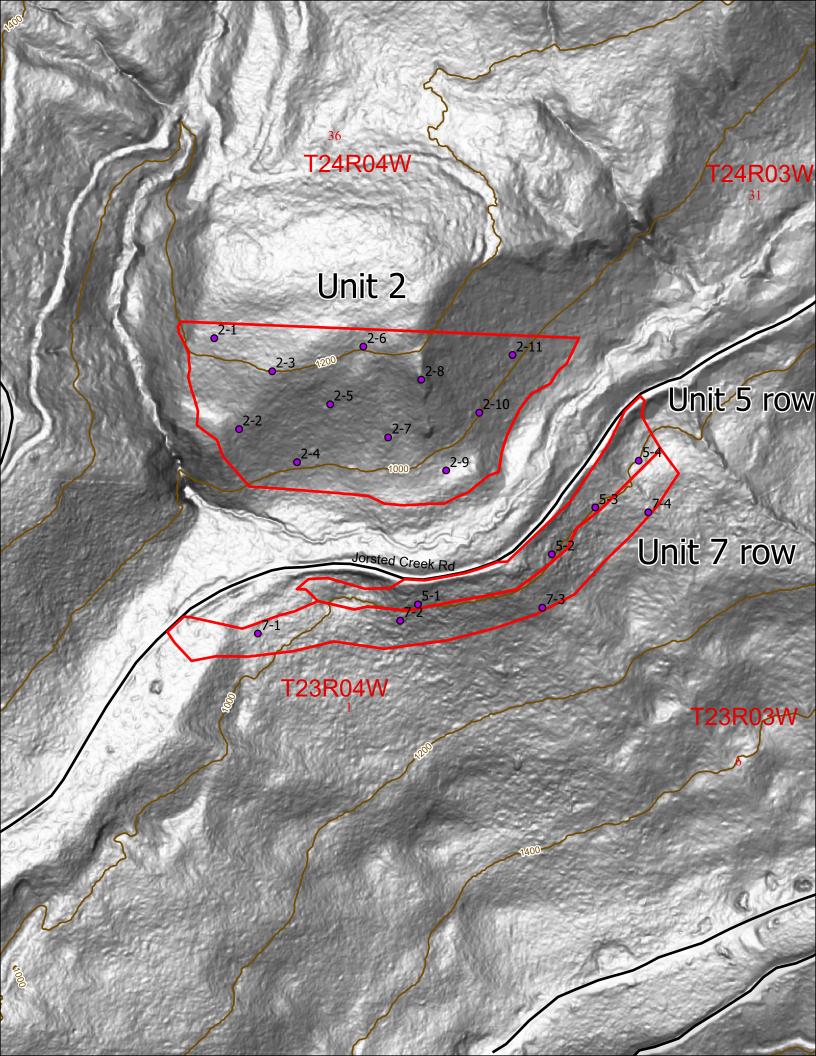
Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	10	10.0	0
ВС	2	2	2.0	0
WH	2	2	2.0	0
RC	3	3	3.0	0
ALL	17	17	17.0	0

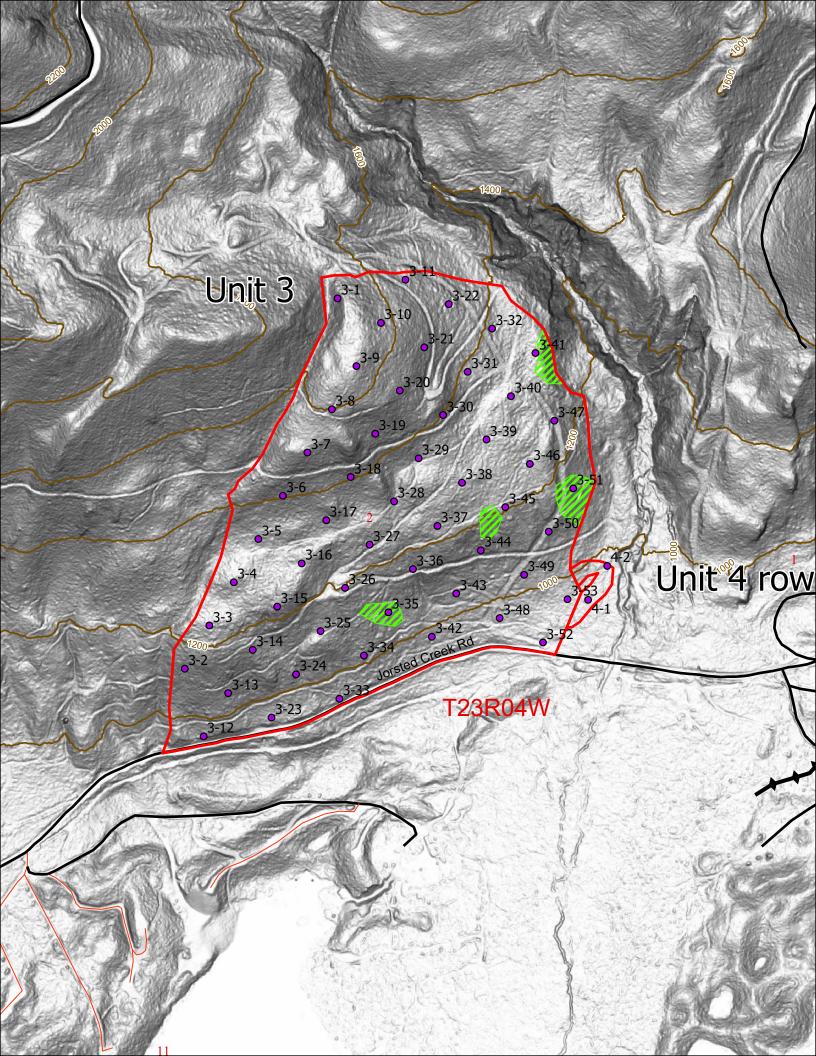
### **Unit Cruise Statistics: SERENDIPITY U6**

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	74.3	0.0	0.0	181.9	36.5	11.5	13,510	36.5	11.5
BC	26.6	0.0	0.0	193.1	36.2	25.6	5,145	36.2	25.6
WH	11.6	0.0	0.0	86.8	58.2	41.2	1,006	58.2	41.2
RC	10.7	0.0	0.0	32.1	6.1	3.5	343	6.1	3.5
ALL	123.2	0.0	0.0	162.4	46.6	11.3	20,003	46.6	11.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
ВС	LIVE	CUT	2	ALL	27.1	93	116	5,714	5,145	10.0	6.7	26.6	5.1	1.5
DF	LIVE	CUT	10	ALL	20.2	84	107	13,906	13,510	2.8	33.4	74.3	16.5	4.1
RC	LIVE	CUT	3	ALL	14.0	34	43	346	343	1.0	10.0	10.7	2.9	0.1
WH	LIVE	CUT	2	ALL	17.8	52	61	1,026	1,006	1.9	6.7	11.6	2.7	0.3
ALL	LIVE	CUT	17	ALL	20.0	72	91	20,992	20,003	4.7	56.8	123.2	27.2	6.0
ALL	ALL	CUT	17	ALL	20.0	72	91	20,992	20,003	4.7	56.8	123.2	27.2	6.0









# Forest Practices Application/Notification Notice of Decision

FPA/N No:	2424128
Effective Date:	10/29/2024
Expiration Date:	10/29/2027
Shut Down Zone:	652 SE   654

EARR Tax Credit: ⊠ Eligible □ Non-eligible

Reference: SERENDIPITY

30-105259

<u>Decision</u>						
☐ Notification Accepted	Operations sha	all not begin before the	e effective date.			
□ Approved	This Forest Pr	actices Application is	subject to the cor	nditions listed	below.	
$\square$ Disapproved	This Forest Pr	actices Application is	disapproved for t	he reasons lis	sted belo	W.
☐ <b>Withdrawn</b> Applicant has withdrawn the Forest Practices				tion/Notificati	ion (FPA	/N).
□ Closed	All forest pract	ices obligations are m	et.			
FPA/N Classification			Number of Ye	ears Granted	on Mul	<u>ti-Year Request</u>
☐ Class II ⊠ Class III	☐ Class IVG	☐ Class IVS	☐ 4 years	☐ 5 years		
Conditions on Approval/R	easons for Dis	<u>approval</u>				
Issued By: Kyle Dobbs			Region: Sout	th Puget Sou	ına Regi	on
Title: Resource Protection Forester			Date: 10/29/2	2024		
Copies to: ⊠ La	ndowner, Timb	er Owner, and Opera	itor			
Issued in person:	⊠ TO ⊠ OP	Ву:			Date:	10/29/2024

### **Appeal Information**

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

### You must file your appeal at all three addresses below:

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

Information regarding the Pollution Control Hearings Board can be found at: https://eluho.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 <a href="https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and">https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and</a>. 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.

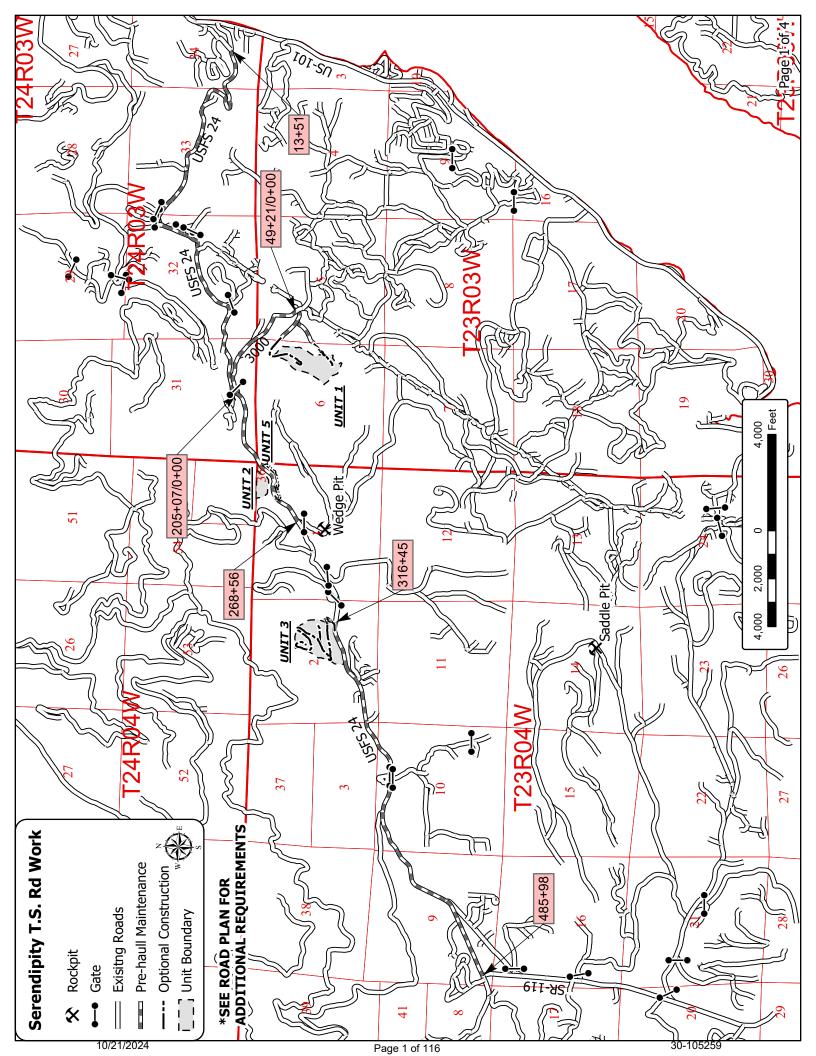
Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land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

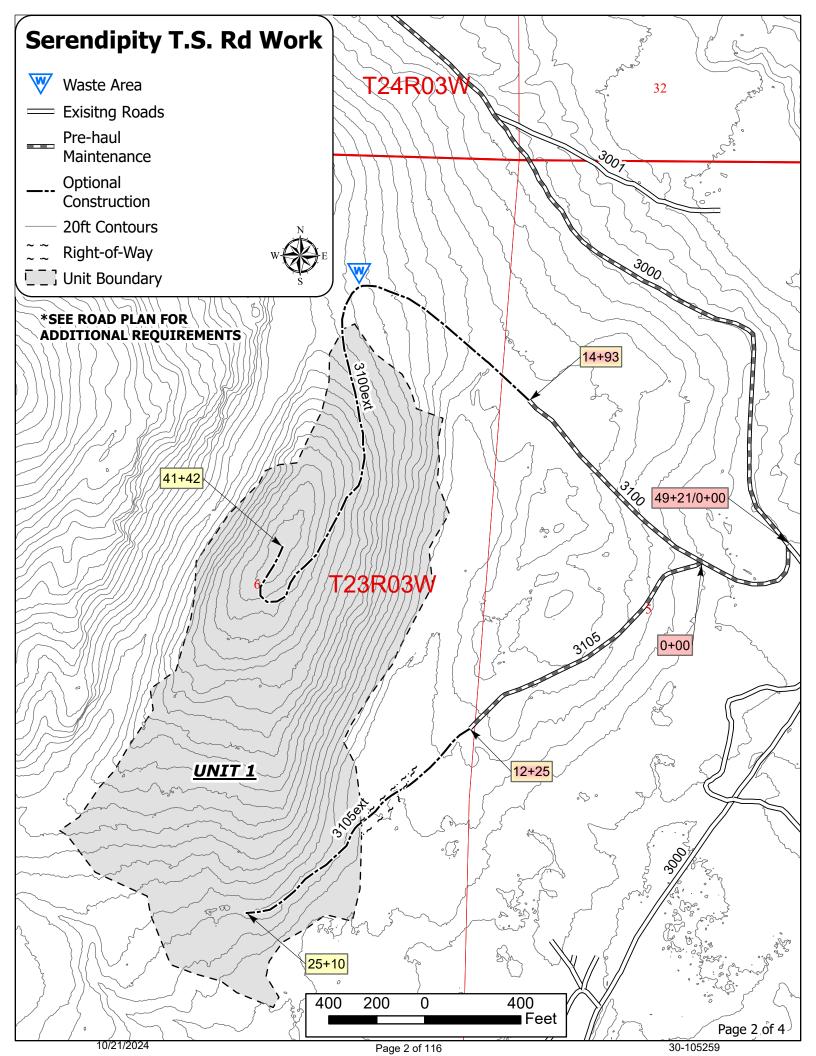
If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against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

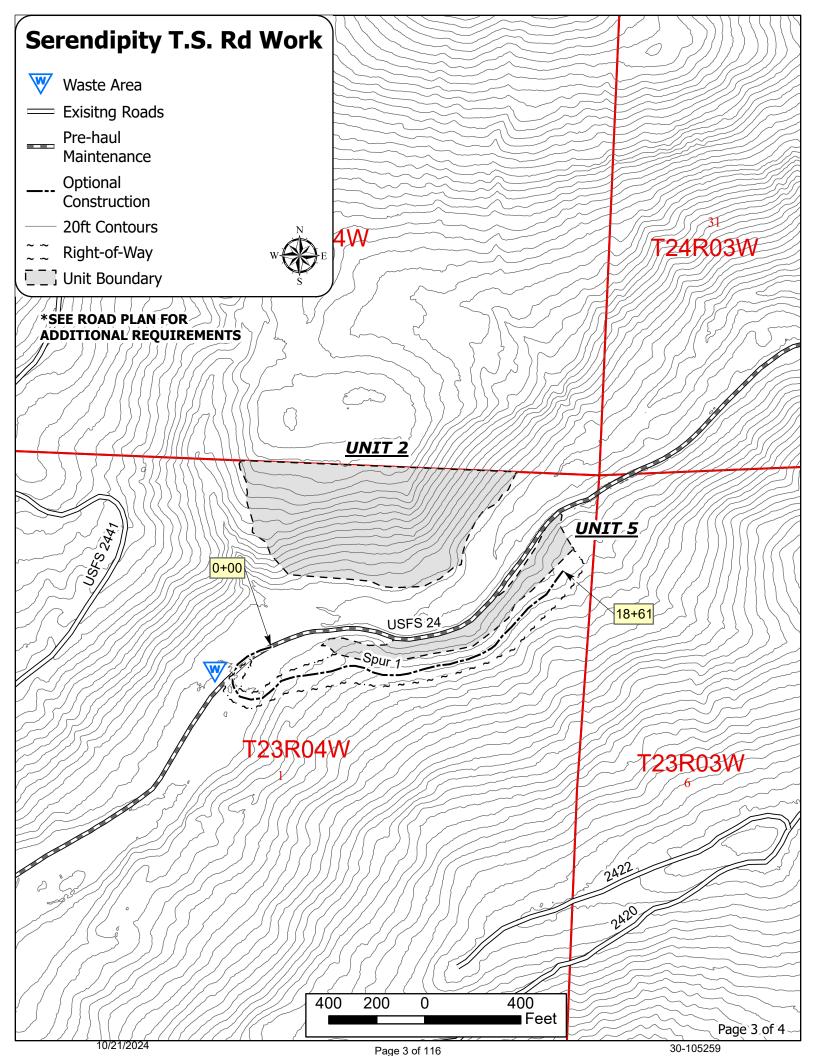
Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

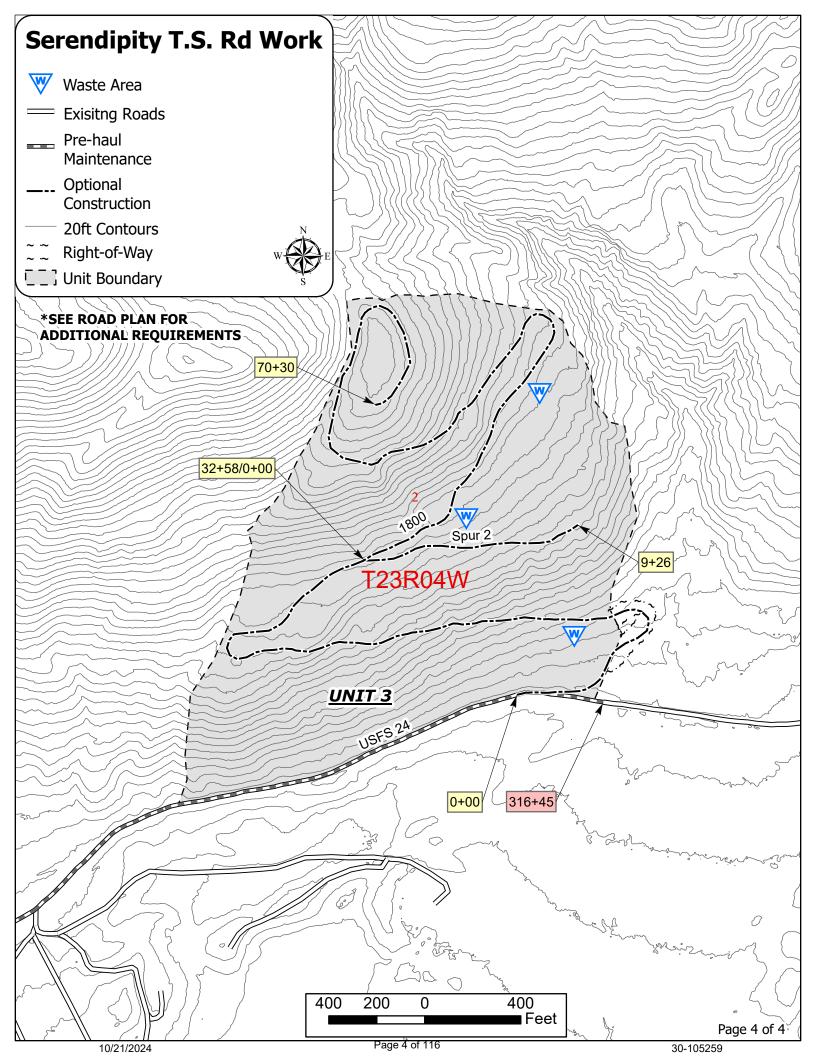
### **DNR Declaration of Mailing**

	d the Notice of Decision for FPA/N No. <u>2424128</u> to be aid. I declare under penalty of perjury of the laws of the ect.	
10/29/2024 (Date)	Enumclaw, WA (City & State where signed)	(Signature)









# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# SERENDIPITY TIMBER SALE ROAD PLAN MASON COUNTY HOOD CANAL DISTRICT SOUTH PUGET SOUND REGION

AGREEMENT NO.: 30-105259 STAFF ENGINEER: Heymann

DATE: 6/6/24

### 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>
24	13+51 to 268+56	Pre/Post-haul Maintenance
24	316+45 to 485+98	Pre/Post-haul Maintenance
1800	0+00 to 70+30	Post-haul Maintenance
3000	0+00 to 49+21	Pre/Post-haul Maintenance
3100	0+00 to 14+93	Pre/Post-haul Maintenance
3105	0+00 to 12+25	Pre/Post-haul Maintenance
3100ext	14+93 to 41+42	Abandonment
3105ext	12+25 to 25+10	Abandonment
Spur 1	0+00 to 18+61	Abandonment
Spur 2	0+00 to 9+26	Abandonment

### 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>
1800	0+00 to 70+30	Construction
3100ext	14+93 to 41+42	Construction
3105ext	12+25 to 25+10	Construction
Spur 1	0+00 to 18+61	Construction
Spur 2	0+00 to 9+26	Construction

### 0-4 CONSTRUCTION

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

clearing;

grubbing;

right-of-way debris disposal;

excavation and/or embankment to subgrade;

landing construction;

acquisition and installation of gate w/ 6 lever lock box;

acquisition and installation of drainage structures;

acquisition, manufacture, and application of rock;

road abandonment.

### 0-6 PRE-HAUL MAINTENANCE

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

brushing right-of-way;

removing fallen right-of-way debris;

cleaning culvert inlets and outlets;

grading and shaping existing road surface and turnouts;

removing berms from road shoulders.

### 0-7 POST-HAUL MAINTENANCE

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

### 0-10 ABANDONMENT

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

### 0-12 DEVELOP ROCK SOURCE

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

### SECTION 1 - GENERAL

### 1-1 ROAD PLAN CHANGES

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

### 1-2 UNFORESEEN CONDITIONS

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

#### 1-3 ROAD DIMENSIONS

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

### 1-4 ROAD TOLERANCES

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

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

### 1-6 ORDER OF PRECEDENCE

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

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

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

### 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

### 1-9 DAMAGED METALLIC COATING

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

### 1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state's marked location.

### 1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work in accordance with the construction stakes and reference points set in the field for grade and alignment.

### 1-18 REFERENCE POINT DAMAGE

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

#### 1-21 HAUL APPROVAL

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

### 1-23 ROAD WORK PHASE APPROVAL

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

- Drainage installation & Subgrade compaction
- Rock compaction

### 1-25 ACTIVITY TIMING RESTRICTION

The operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator. Restrictions for hauling forest products are specified in Contract Clause H-140 HAULING SCHEDULE.

#### 1-29 SEDIMENT RESTRICTION

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

#### 1-30 CLOSURE TO PREVENT DAMAGE

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

- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

### 1-32 ASPHALT SURFACE RESTRICTION

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

If tracked equipment is used on asphalt surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the asphalt surface(s) and have surface(s) evaluated by the Region Engineer or their

designee for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser's expense, as directed by the Contract Administrator.

Purchaser shall have asphalt surfaces reviewed by a third party, specializing in asphalt construction and repair. The third party's scope of the damage and repairs must be agreed upon between the Purchaser and the Contract Administrator. Damage to the asphalt from transporting equipment will be repaired at the Purchaser's expense.

#### 1-33 SNOW PLOWING RESTRICTION

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

### 1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

### **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.

### 2-5 MAINTENANCE GRADING – EXISTING ROAD

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

<u>Road</u>	<u>Stations</u>
24	13+51 to 268+56
24	316+45 to 485+98
3000	0+00 to 49+21

#### 2-6 CLEANING CULVERTS

On the following road(s), Purchaser shall clean the inlets and outlets of all culverts.

<u>Road</u>	<u>Stations</u>
3000	0+00 to 49+21

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

### 3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by 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. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

Road	<u>Stations</u>
3000	0+00 to 49+21
3100	0+00 to 14+93
3105	0+00 to 12+25

### 3-5 CLEARING

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

### 3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 55%.
- Against standing trees.

### 3-10 GRUBBING

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

#### 3-12 STUMP PLACEMENT

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

Road	<u>Stations</u>	<u>Comments</u>
1800	2+22	20 Cubic Yards

### 3-20 ORGANIC DEBRIS DEFINITION

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

### 3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris before subgrade compaction, rock application and/or timber haul.

#### 3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

### 3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

### 3-25 SCATTERING ORGANIC DEBRIS

Purchaser shall scatter organic debris outside of the grubbing limits in natural openings. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

### **SECTION 4 – EXCAVATION**

### 4-1 EXCAVATOR CONSTRUCTION

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

#### 4-2 PIONEERING

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

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

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

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.

#### 4-5 CUT SLOPE RATIO

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

	<b>Excavation</b>	<b>Excavation Slope</b>
Material Type	Slope Ratio	<u>Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	³ <b>4</b> :1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	<b>½:1</b>	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>Embankment</u>	<u>Embankment</u>
Material Type	Slope Ratio	Slope Percent
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	11/4:1	80

#### 4-7 SHAPING CUT AND FILL SLOPE

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

#### 4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

#### 4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

#### 4-12 FULL BENCH CONSTRUCTION

On the following road(s) and 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.

Road	Full Bench Location	Comments
1800	14+53 to 16+57	End Haul
1800	20+61 to 22+23	End Haul
1800	52+48 to 56+27	End Haul
Spur 1	8+99 to 16+44	End Haul

#### 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

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

#### 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Purchaser shall construct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must 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 needed and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

#### 4-35 WASTE MATERIAL DEFINITION

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

#### 4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 65%. On side slopes greater than 65%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

#### 4-37 WASTE AREA LOCATION

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

Road	Waste Area Location
3100ext	3100ext - STA 23+27 Right Side & old grade to north
24/Spur 1	24 – STA 256+28 Right side
1800	1800 – STA 9+90 to 13+46 Left side, STA 36+71 to
	37+71 Right side, STA 42+00 to 44+28 Right side

#### 4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 65%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

#### 4-55 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.

#### 4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

#### 4-61 SUBGRADE COMPACTION

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

#### **SECTION 5 – DRAINAGE**

#### 5-1 REMOVAL OF SHOULDER BERMS

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

#### 5-5 CULVERTS

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

#### 5-7 USED CULVERT MATERIAL

On temporary roads, Purchaser may install used culverts. All other culverts must have new culverts installed.

#### 5-12 UNUSED MATERIALS STATE PROPERTY

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

#### 5-15 CULVERT INSTALLATION

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

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

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

#### 5-18 CULVERT DEPTH OF COVER

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

## 5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except for temporary culverts. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Placement must with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

#### 5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet must be staked on both sides at a maximum interval 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.

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

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except for temporary culverts. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

#### 5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 20 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

#### SECTION 6 - ROCK AND SURFACING

#### 6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	Rock Type
Saddle Pit	NW¼ SW¼ Sec 14 T23N R04W	4 Inch In Place/Quarry Spalls
Wedge Pit	NW ¼ SE¼ Sec 1 T23N R04W	3 Inch Jaw Run

#### 6-5 ROCK FROM COMMERCIAL SOURCE

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

#### 6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

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

#### 6-12 ROCK SOURCE SPECIFICATIONS

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

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

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

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

#### 6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 5% of the total volume mined in that source.
- Oversize material is defined as rock fragments too large to be converted by the Purchaser to a size that will meet specifications used for the roads in this sale.
- Oversized rock that exceeds the maximum allowable amount must be stockpiled.
- Purchaser shall notify the Contract Administrator a minimum of 5 working days before blasting operations.
- Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator
   5 working days before any drilling.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.

#### 6-20 ROCK CRUSHING OPERATIONS

Rock crushing operations must conform to the following specifications:

 Operations and placement of oversize material must be conducted in or near the rock source site, as approved in writing by the Contract Administrator.

#### 6-21 IN-PLACE PROCESSING

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clauses 6-38 4-INCH IN-PLACE ROCK and 6-34 3-Inch JAW RUN ROCK.

#### 6-23 ROCK GRADATION TYPES

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

#### 6-34 3-INCH JAW RUN ROCK

% Passing 3" square sieve 100% % Passing 1 ½" square sieve 45 - 65%

Rock may contain no more than 5 percent organic debris, dirt, and trash. All percentages are by weight.

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

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

In-place rock may not contain organic debris and trash. No more than 50 percent of rock may be larger than 6 inches in any dimension and no rock may be larger than 8 inches in any dimension.

#### 6-43 QUARRY SPALLS

% Passing 8" square sieve 100%

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

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

#### 6-55 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 loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

## 6-70 APPROVAL BEFORE ROCK APPLICATION

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

#### 6-71 ROCK APPLICATION

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

#### 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.

#### 6-75 OPTIONAL ROCK EXCEPTION

Purchaser may provide and place less rock than shown on the ROCK LIST, when approved in writing by the Contract Administrator.

Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

#### **SECTION 7 – STRUCTURES**

#### 7-70 GATE CLOSURE

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.

#### 7-76 GATE INSTALLATION

Purchaser shall install the listed gate(s).

Road	<u>Station</u>	<u>Type*</u>	<u>Provided by</u>
1800	2+22	Steel Gate w/wings and 6 Lever Lockbox	Purchaser

<sup>\*</sup> Steel gate installation(s) must be in accordance with the STEEL GATE DETAILS and 6 Lever Lock Box Detail.

The gate and lock box must be installed plumb and aligned to ensure all mating components match with precision. Each post must be filled with concrete or capped and set in a minimum of 2 ½ cubic yards of poured-in-place concrete. The gate must be installed with a post and locking device to allow the gate to be locked in an open position.

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

The gate must be primed and painted yellow in accordance with the STEEL GATE DETAIL.

Purchaser shall provide and place 20 cubic yards of stumps to prevent vehicles driving around the gate.

#### 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 9 – POST-HAUL ROAD WORK

#### 9-1 BARRICADES

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
3100ext	14+93
3105ext	12+25
Spur 1	0+00
Spur 2	0+00

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

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

#### 9-5 POST-HAUL MAINTENANCE

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

Road	<u>Stations</u>	Additional Requirements
24	13+51 to 268+56	Grade
24	316+45 to 485+98	Grade
3000	0+00 to 49+21	Grade
3100	0+00 to 14+93	Grade
3105	0+00 to 12+25	Grade
1800	0+00 to 70+30	Grade/ Install drivable waterbars

#### 9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

#### 9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
3100ext	14+93 to 41+42
3105ext	12+25 to 25+10
Spur 1	0+00 to 18+61
Spur 2	0+00 to 9+26

#### 9-22 ABANDONMENT

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 300 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with barricades in accordance with the attached BARRICADE DETAIL.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1.5:1.
- Cover, concurrently with abandonment, all exposed soils within 25 feet of any live stream, with a layer of straw.
- Scatter woody debris onto abandoned road surfaces.

#### **SECTION 10 MATERIALS**

#### 10-17 CORRUGATED PLASTIC CULVERT

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

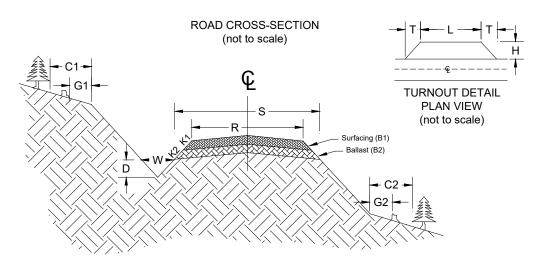
#### 10-20 FLUME AND DOWNSPOUT

Downspouts and flumes must meet the AASHTO specification designated for the culvert. Plastic downspouts and flumes must be Type S – double walled with a corrugated exterior and smooth interior.

#### 10-22 PLASTIC BAND

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

# **TYPICAL SECTION SHEET**



Road	From	То	Tolerance	Subgrade	Road	Dit	ch	Crown	Grubbing Limits (feet)			ring nits	Cut Slope	Fill Slope
Number	Station	Station	Class	Width (feet)	Width (feet)	Width (feet)	Dept h (feet)	in. @ CL			(feet)		Ratio	Ratio
				S	R	W	D		G1	G2	C1	C2	%	%
24	13+51	268+56	А	24	22	2.5	1	4	0	0	0	0	100	67
24	316+45	485+98	Α	24	22	2.5	1	4	0	0	0	0	100	67
1800	0+00	3+92	В	16	12	2.5	1	4	7	7	10	10	133	67
	3+92	8+83	В	16	12	2.5	1	4	7	7	tags	tags	133	67
	8+83	70+30	В	16	12	2.5	1	4	7	7	10	10	133	67
3000	0+00	49+21	С	16	12	2.5	1	4	0	0	10	10	100	67
3100	0+00	14+93	С	16	12	2.5	1	4	0	0	10	10	100	67
3105	0+00	12+25	С	16	12	2.5	1	4	0	0	10	10	100	67
3100ext	14+93	41+42	С	16	12	2.5	1	4	0	0	0	0	133	67
3105ext	12+25	14+09	С	16	12	2.5	1	4	0	0	0	0	133	67
	14+09	18+93	С	16	12	2.5	1	4	0	0	tags	tags	133	67
	18+93	25+10	С	16	12	2.5	1	4	0	0	0	0	133	67
Spur 1	0+00	2+28	С	16	12	2.5	1	4	0	0	0	0	133	67
	2+28	18+61	С	16	12	2.5	1	4	0	0	tags	tags	133	67
Spur 2	0+00	9+26	С	16	12	2.5	1	4	0	0	0	0	133	67

# **COMPACTION LIST**

Road	From Station	To Station	Туре	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
1800 Spur 1 Spur 2 3100ext 3105ext 3100ext 24/Spur 1 1800	Waste	70+30 18+61 9+26 41+42 25+10 e Area e Area	Embankment Subgrade Rock Waste Areas	12	Vibratory Smooth Drum	14,000	4	3

# **ROCK LIST**

#### **BALLAST**

Road	From	То	Rock	Compacted Rock	C.Y.	# of	C.Y.	Rock		Turnout	
Number	Station	Station	Slope	Depth	Station	Stations	Subtotal	Source	Length	Width	Taper
			K2	B2					L	Н	Т
*1800	0+00	70+30	1 ½ :1	8"	32	70.31	2250	Saddle Pit*			
*3100ext	14+93	41+42	1 ½ :1	8"	32	26.49	848	Wedge Pit*			
*3105ext	12+25	25+10	1 ½ :1	8"	32	12.85	411	Wedge Pit*			
*Spur 1	0+00	18+61	1 ½ :1	8"	32	18.61	596	Wedge Pit*			
*Spur2	0+00	9+26	1 ½ :1	8"	32	9.26	296	Wedge Pit*			
			Quarry Sp	palls for culvert headw	alls/energy	dissipaters	24	Saddle Pit			

OPTIONAL ROCK <u>4,401</u> Cubic Yards REQUIRED ROCK <u>24</u> Cubic Yards BALLAST TOTAL <u>4,425</u> Cubic Yards

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement.

<sup>\*</sup>Optional Rock: If Purchaser elects to haul on optional rock roads in wet weather, the depth listed above is recommended but not required.

# **CULVERT LIST**

Road		Cu	lvert		Length (ft)		Riprap (C.Y.)			Backfill	Placement	Const.	
Number	Location	Dia.	Туре	Culvert	Downspout	Flume	Inlet	Outlet	Туре	Material	Method	Staked	Remarks
1800	0+51	18	PD	40			0.5	0.5	QS				24RD/1800
	2+94	18	PD	40			0.5	0.5	QS				
	9+43	18	PD	30			0.5	0.5	QS				
	11+82	18	PD	30			0.5	0.5	QS				
	13+90	18	PD	32			0.5	0.5	QS				
	15+46	24	PD	40			1	1	QS				Type 5
	16+98	18	PD	34			0.5	0.5	QS				
	19+54	18	PD	34			0.5	0.5	QS				
	22+41	24	PD	32			1	1	QS				
	24+36	18	PD	40			0.5	0.5	QS				
	28+14	18	PD	30			0.5	0.5	QS				
	31+70	18	PD	38			0.5	0.5	QS				
	38+29	18	PD	38			0.5	0.5	QS				
	41+56	18	PD	32			0.5	0.5	QS				
	44+80	18	PD	44			0.5	0.5	QS				
	49+24	18	PD	30			0.5	0.5	QS				
	51+62	18	PD	34			0.5	0.5	QS				
	54+17	18	PD	30		30	0.5	0.5	QS				
	57+12	18	PD	36			0.5	0.5	QS				
	59+48	24	PD	50			1	1	QS				
	65+47	18	PD	34			0.5	0.5	QS				
3100ext	17+29	18	TEMP	30									
	19+66	18	TEMP	40									Ditchout Outlet
	22+92	18	TEMP	32									
	27+32	18	TEMP	40									Ditchout Outlet
	30+08	18	TEMP	32									
	33+00	18	TEMP	30									
	35+69	18	TEMP	30									
	39+72	18	TEMP	30									
3105ext	13+47	18	TEMP	32									
	17+02	18	TEMP	30									_
	18+46	24	TEMP	30									Type 5
	19+91	18	TEMP	30									
Spur 1	3+05	18	TEMP	30									
	5+08	18	TEMP	40									
	13+11	18	TEMP	30									
	17+91	24	TEMP	48									Type 5
Spur 2	3+68	18	TEMP	30									
	5+67	18	TEMP	32									
	7+91	18	TEMP	34									

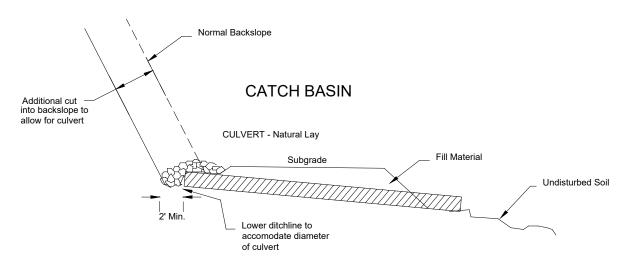
PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

TEMP = Temporary Culvert

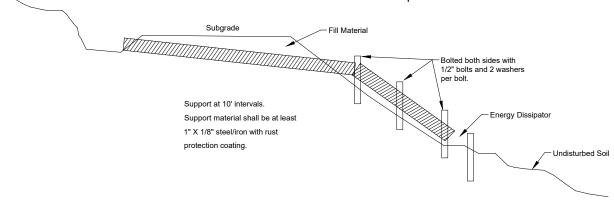
QS = Quarry Spalls

## **CULVERT AND DRAINAGE SPECIFICATION DETAIL**

(Page 1 of 3)



## **CULVERT - With Flume or Downspout**



#### **CULVERT AND DRAINAGE SPECIFICATION DETAIL**

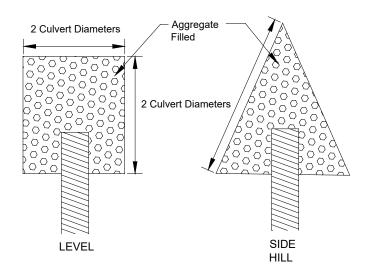
(Page 2 of 3)

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

# Headwall Low spot allows for water to continue down ditch in case of plugged culvert Subgrade Ditch Culvert Headwall 30° Skew

Headwalls to be constructed of material that will resist erosion.

# **ENERGY DISSIPATORS**



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

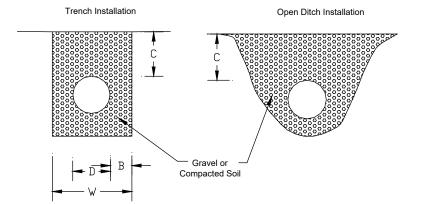
#### CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 3 of 3)

#### POLYETHYLENE PIPE INSTALLATION

#### **INSTALLATION REQUIREMENTS:**

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



# **MINIMUM DIMENSIONS**

Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width		
D	В	С	W		
18"	6"	12"	36"		
24"	6"	12"	42"		
30"	6"	12"	48"		
36"	6"	12"	54"		

#### 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 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**

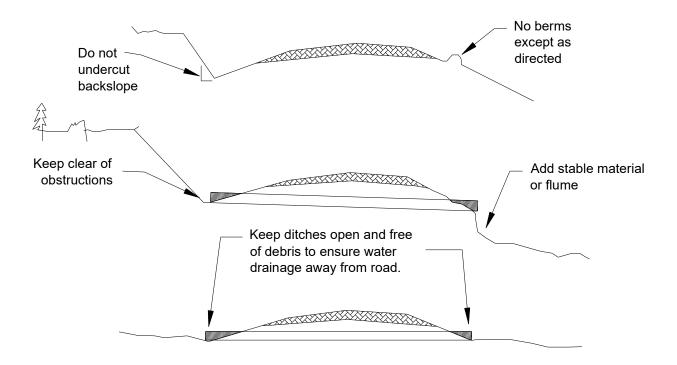
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

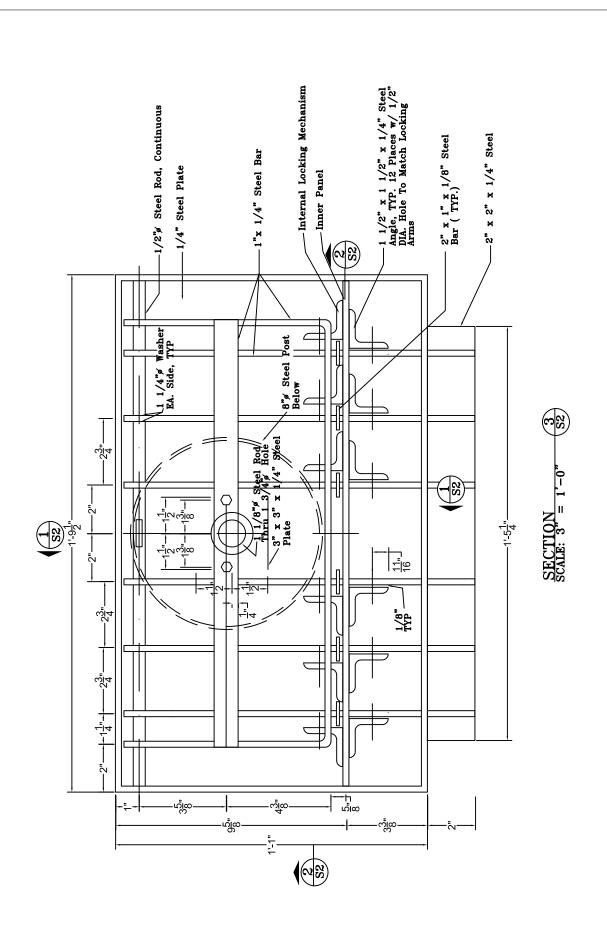
#### Termination of Use or End of Season

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

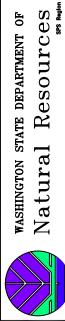
#### **Debris**

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



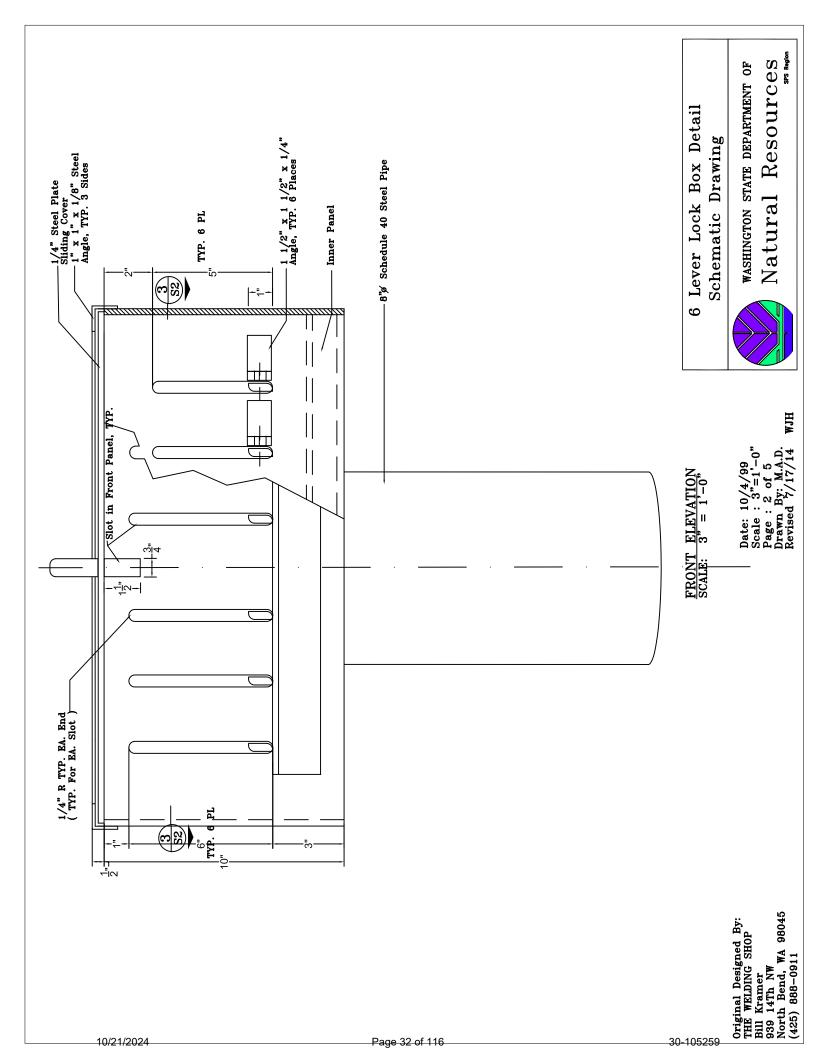


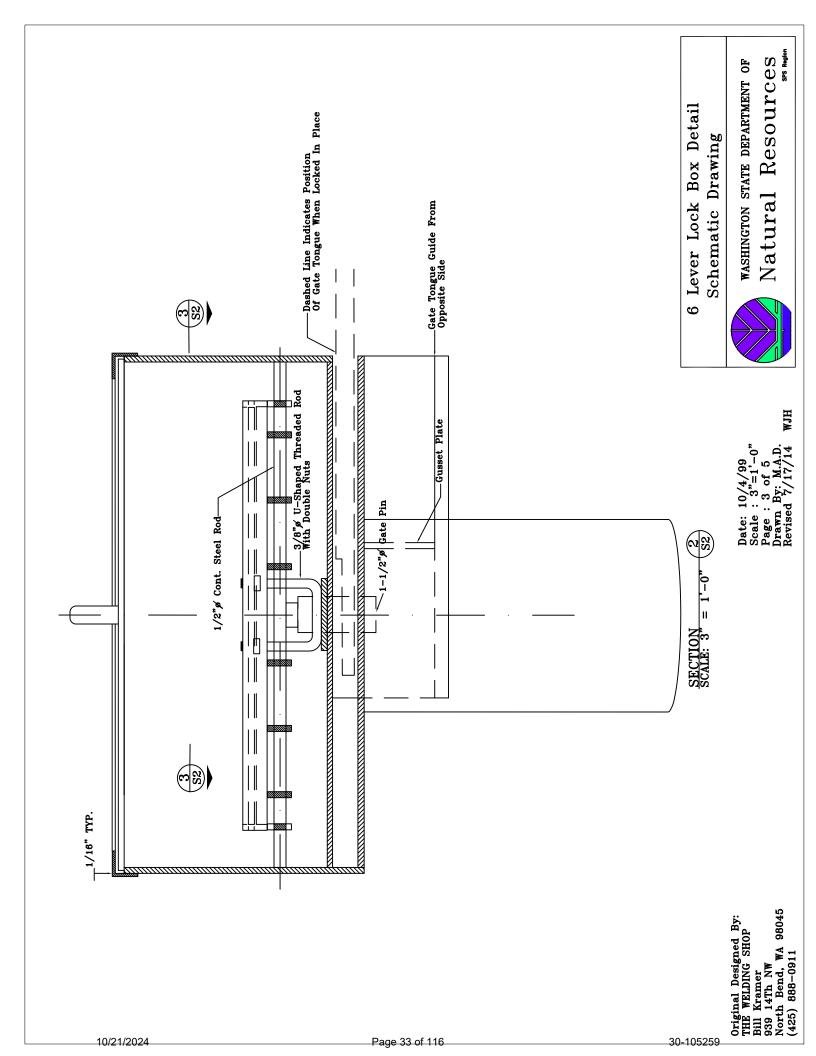
6 Lever Lock Box Detail Schematic Drawing

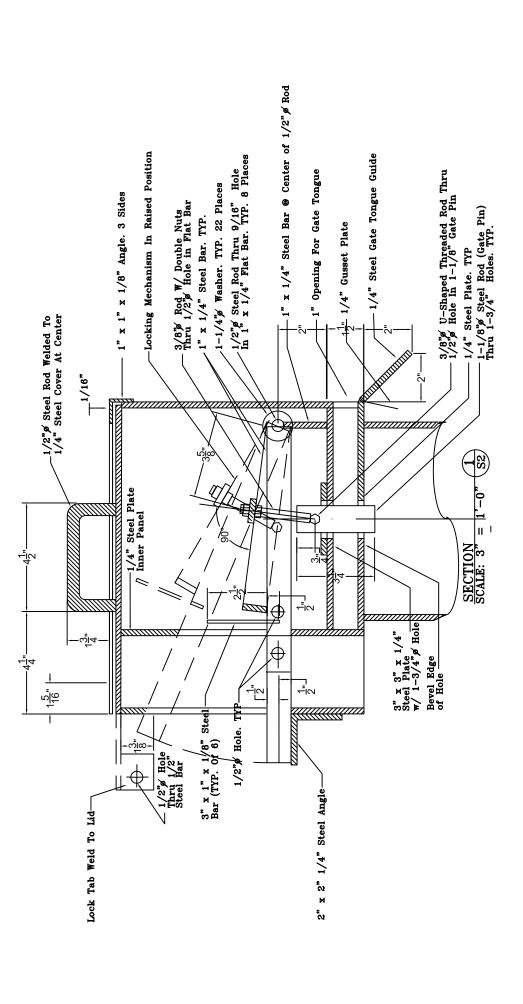


Date: 10/4/99 Scale: 3"=1'-0" Page: 1 of 5 Drawn By: M.A.D. Revised 7/17/14

Original Designed By: THE WELDING SHOP Bill Kramer 939 14Th NW North Bend, WA 98045 (425) 888-0911







6 Lever Lock Box Detail Schematic Drawing



WASHINGTON STATE DEPARTMENT OF Natural Resources

Date: 10/4/99 Scale: 3"=1'-0" Page: 4 of 5 Drawn By: M.A.D. Revised 7/17/14

WJH

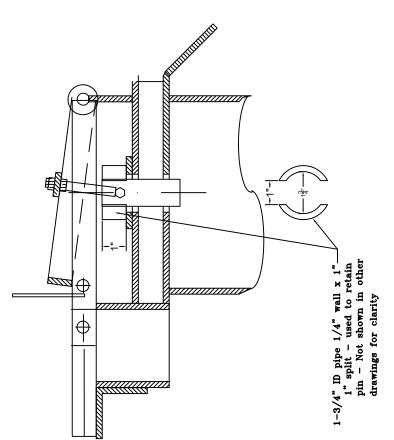
Original Designed By: THE WELDING SHOP Bill Kramer 939 14Th NW North Bend, WA 98045 (425) 888-0911

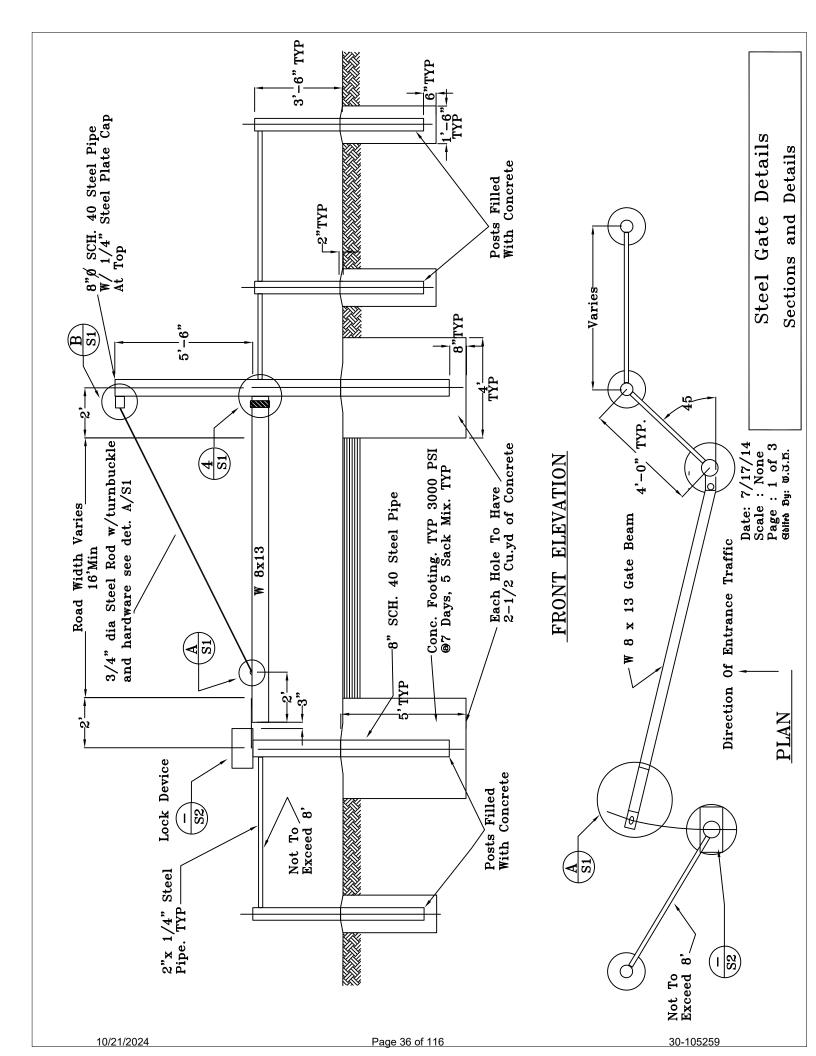


SPS Region

WJH

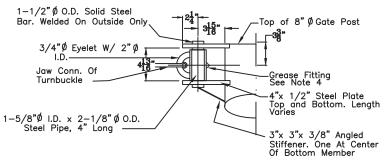
Date: 10/4/99 Scale: 3"=1'-0" Page: 5 of 5 Drawn By: M.A.D. Revised 7/17/14



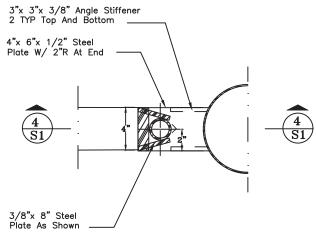


#### **GENERAL NOTES:**

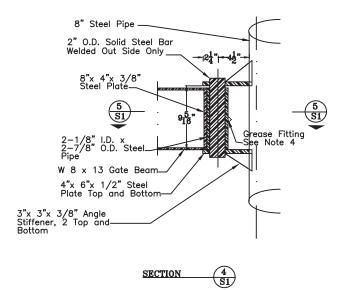
- 1. Fabrication materials shall meet the following criteria:
  - A. Non-structural steel bars, plates and items ASTM A36 or ASTM A283 Steel.
  - B. Pipe columns ASTM A53 and ASTM A120, Grade B Steel.
  - C. Steel bolts ASTM A307, Grade A Steel.
  - D. Standard rolled steel sections ASTM A36.
  - E. Structural steel tubing ASTM A500, Grade B Steel.
- Welding shall conform to AWS code for arc welding in building construction.
- 3. No drifting of bolts nor enlargement of holes will be allowed to correct misalignment. Mismatched holes shall be corrected with new material.
- 4. Locate grease fittings for convenient access.
- 5. Each gate is to be assembled to the specifications below.
  - A. Cut the vertical pipes to length & cap, and provide opening(s) to fit 2" SCH. 40 horizontal members as shown on DWG. S1, Front Elevation.
  - B. Fabricate, assemble and attach assemblies shown in detail (B/S1) and in section (4/S1) to the 8"dia SCH. 40 pipe as shown on DWG. S1, Front Elevation.
  - C. Fabricate locking device and lock open device.
  - D. Clean all surfaces of grease and oils before applying primer.
  - E. Paint Gate with color: Rodda Safety Yellow.
- 6. All materials shown on DWG. (S1 & S2) is to be supplied.











Anchor Shackle W/

3/4" Ø Bolt & Nut

Turnbuckle W/ Jaw Type
Conn. At EA. End 3/4" Ø
Rod Size
W/ 2" I.D.

Center Line Of
1 1/8" Ø Hole, TYP

4" x 3/8" Steel
Plate, TYP

Tack Weld Bolts Eyelets
After Tensioning (TYP of 3)

W 8 x 13 Gate Beam
8" Ø Gate Post

DETAIL

A
SI

DETAIL

A
SI

Date: 7/17/14 Scale: None Page: 2 of 3 Edited by: W.J.H.

Steel Gate Details

10/21/2024

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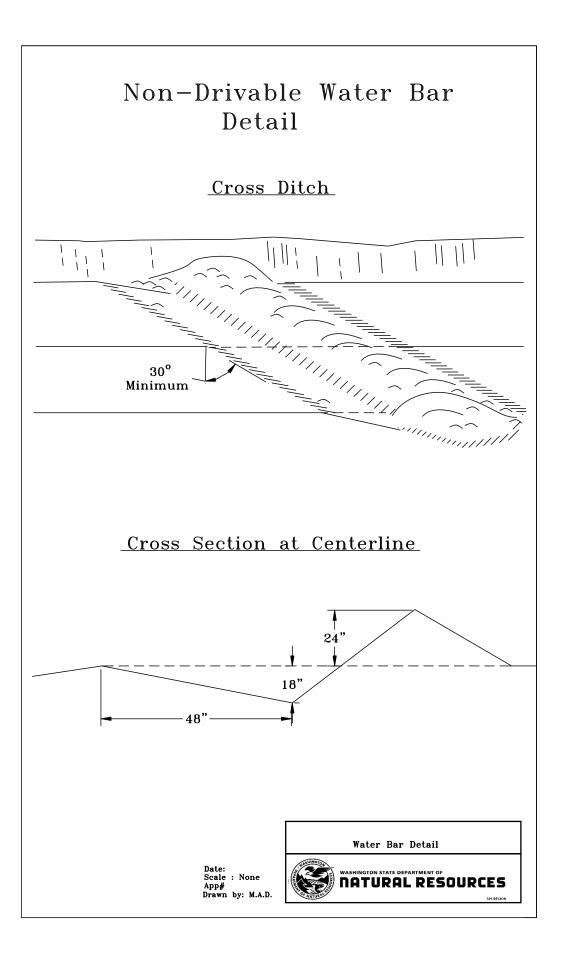
30-105259

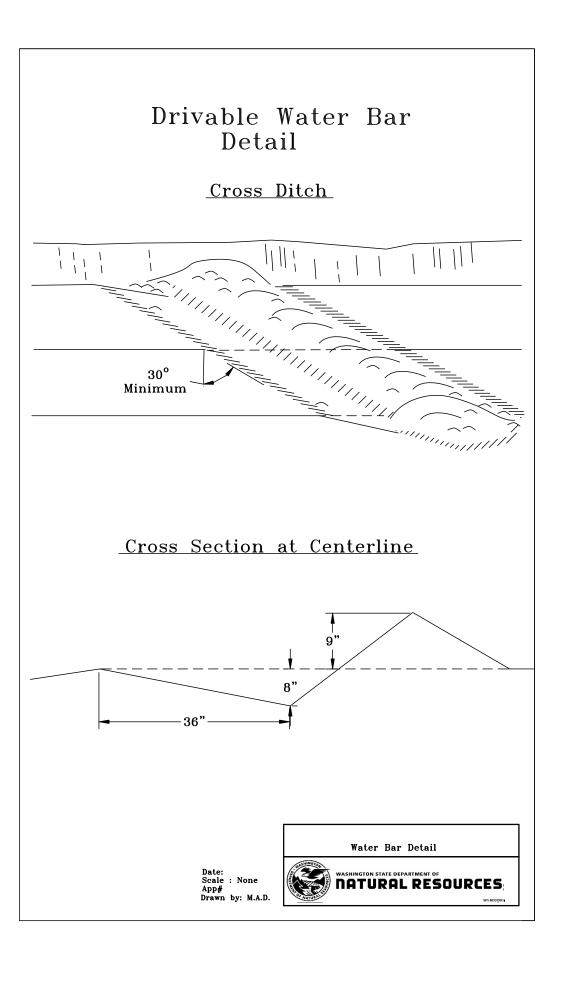
# Conc. Footing. TYP 3000 PSI @7 Days, 5 Sack Mix. TYP -8" SCH. 40 Steel Pipe Steel Gate Details Posts Filled With Concrete 5' TYP STANDARD LOCK OPEN DEVICE Date: 7/17/14 Scale: None Page: 3 of 3 Drawn by: W.J.H. 1/4" Steel Plate Cap 8" x 1/4" STEEL PIPE 8 x 13 Gate Beam Direction Of Entrance Traffic 1 1/2" W/1/4 At Top က္မ PLAN / 2, (S) 8" LOCKING POST Not To Exceed 8'

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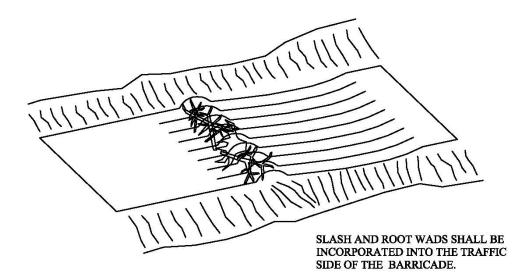
10/21/2024

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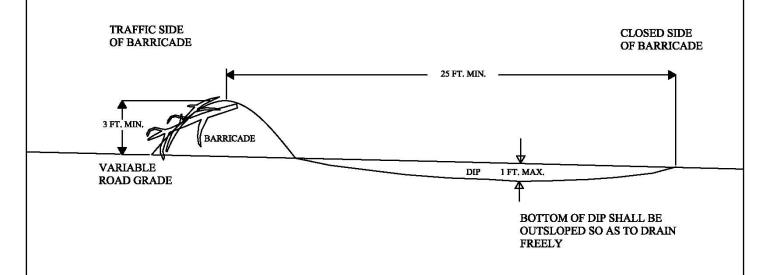




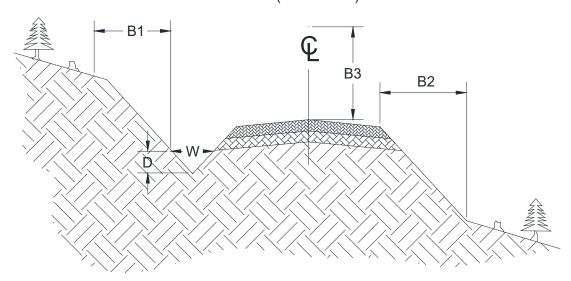
# **BARRICADE DETAIL**



# **PLAN VIEW**



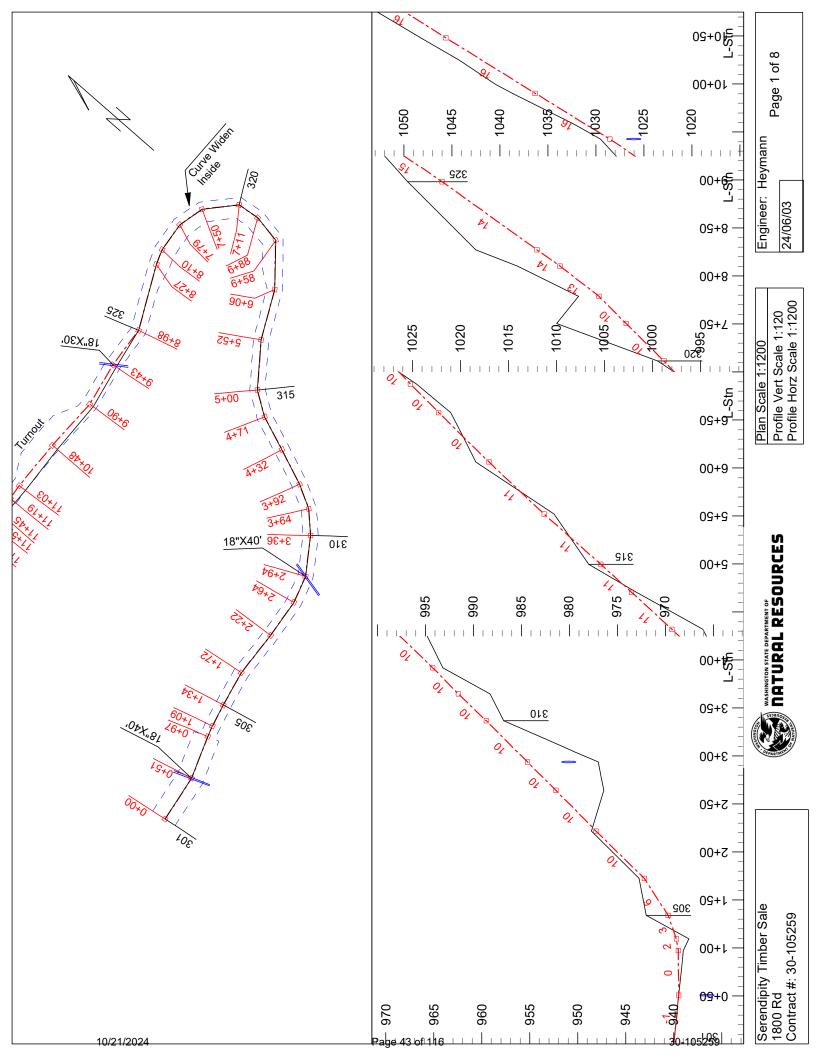
# BRUSHING DETAIL (not to scale)

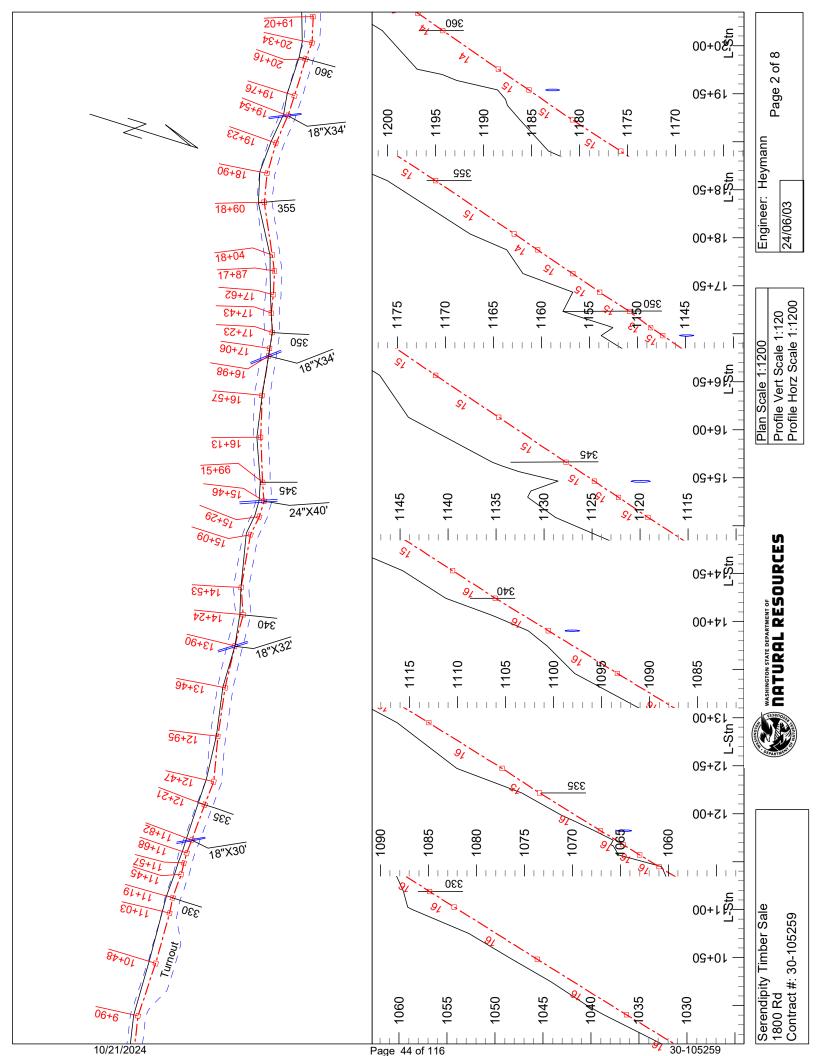


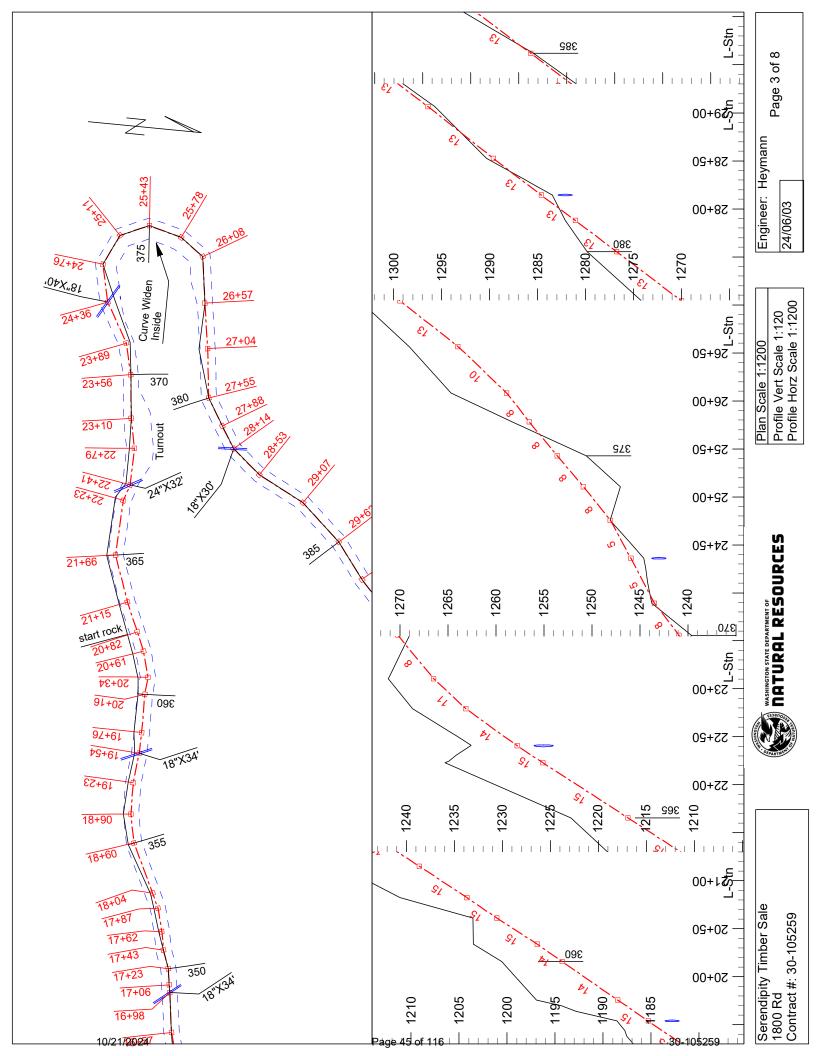
# **BRUSHING LIST**

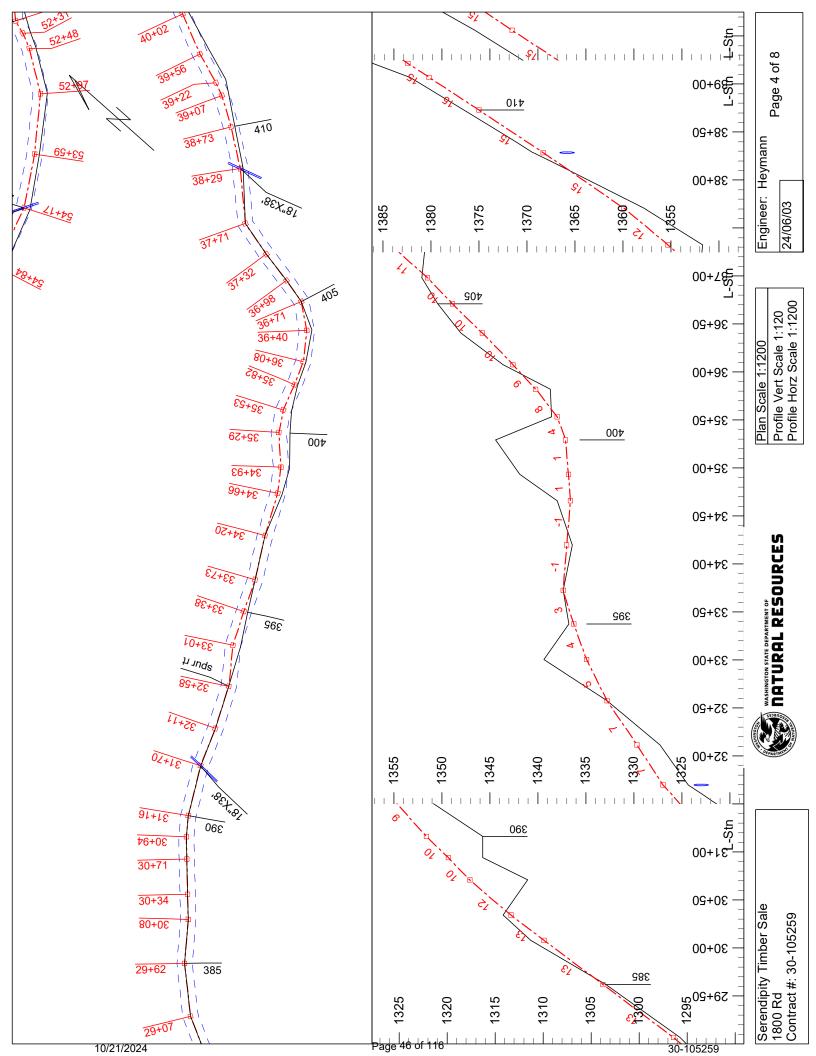
Road Number	From station	To station	Road Width (feet)	Dit Width (feet)	Depth (feet)	Brushing Limits (feet)		5	Remarks  In addition to brushing
				W	D	B1	B2	В3	
3000	0+00	49+21	12	2	1	10	10	14	
3100	44+40	14+93	12	2	1	10	10	14	
3105	19+44	12+25	12	2	1	10	10	14	
	·			·					

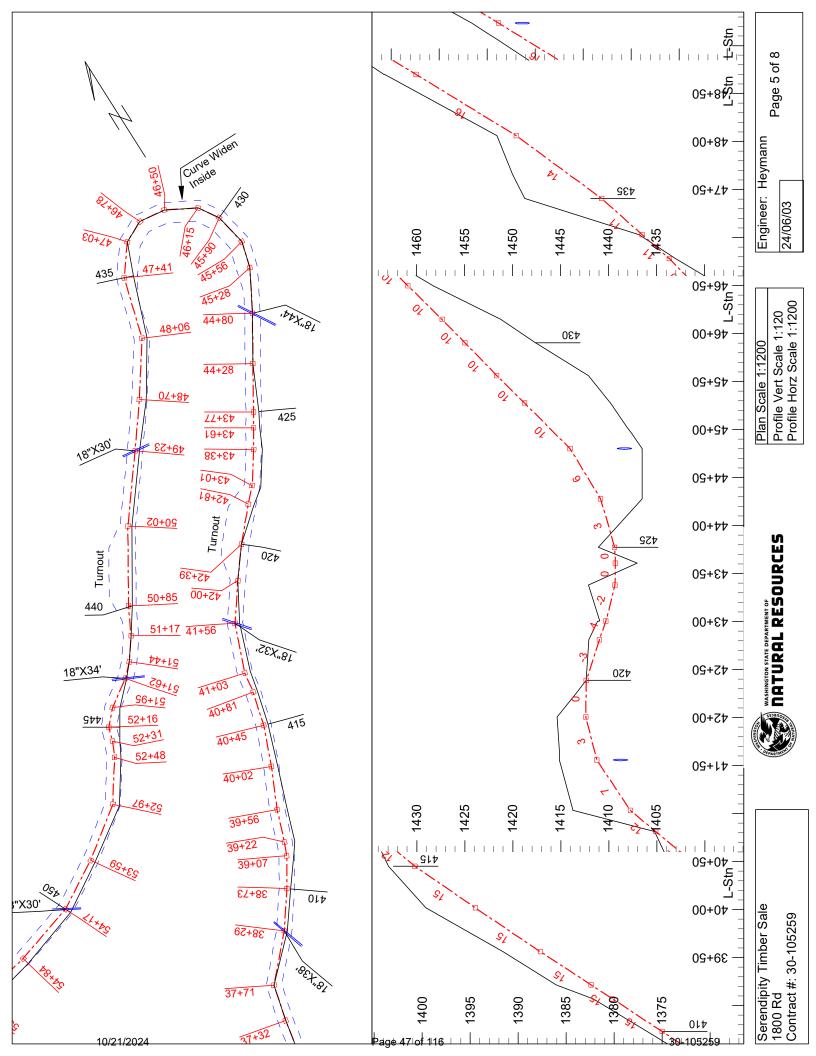
<u>B1</u> extends horizontally the specified distance in feet from the back of the ditch. <u>B2</u> extends horizontally the specified distance in feet from the outside edge of the running surface. Brush is defined as all non-merchantable vegetative material found within the specified limits. Brush that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

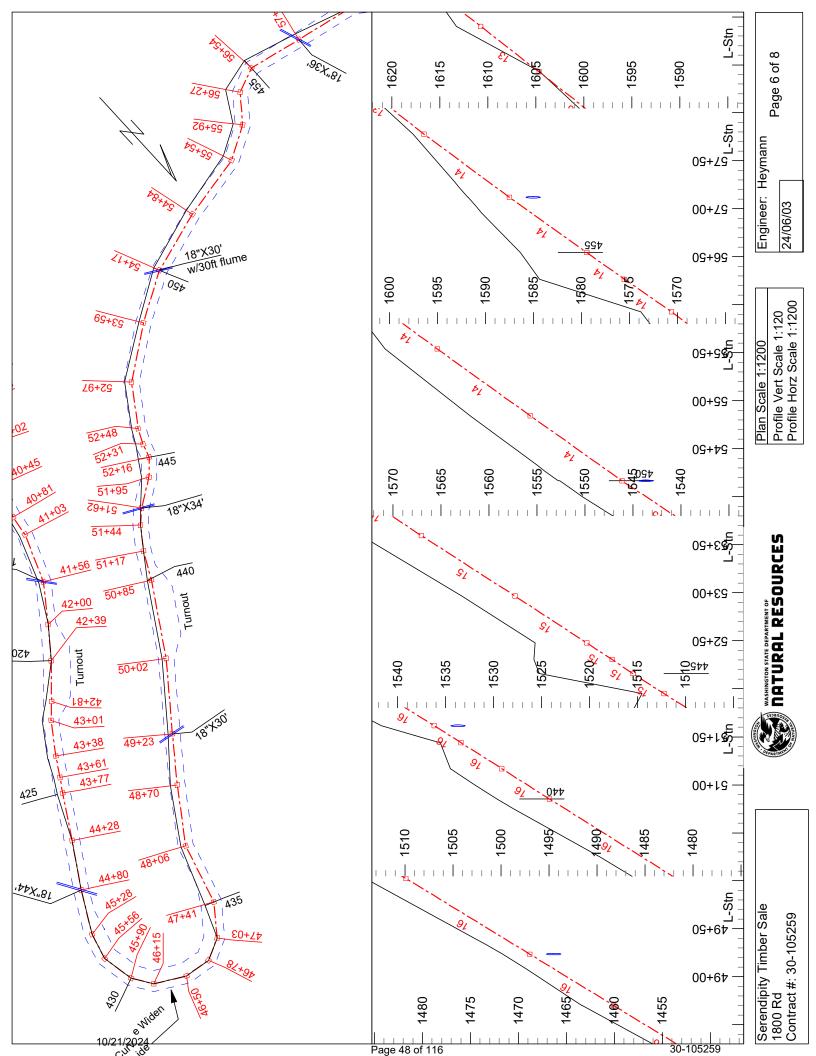


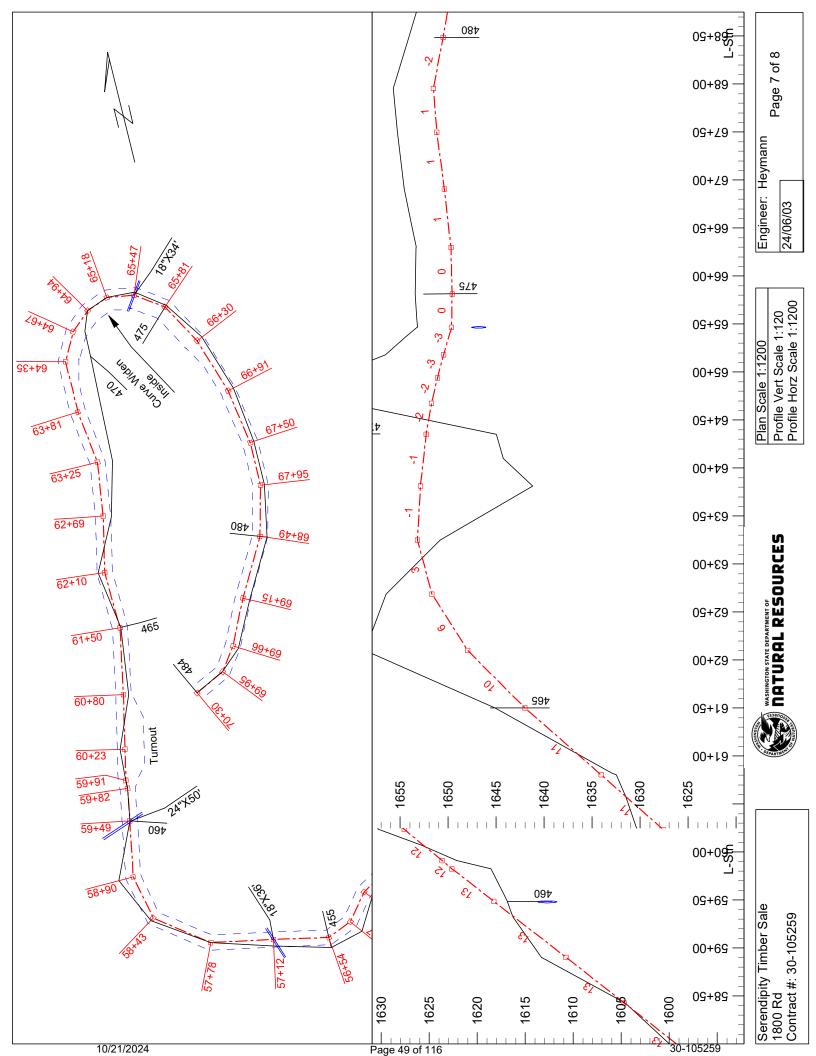


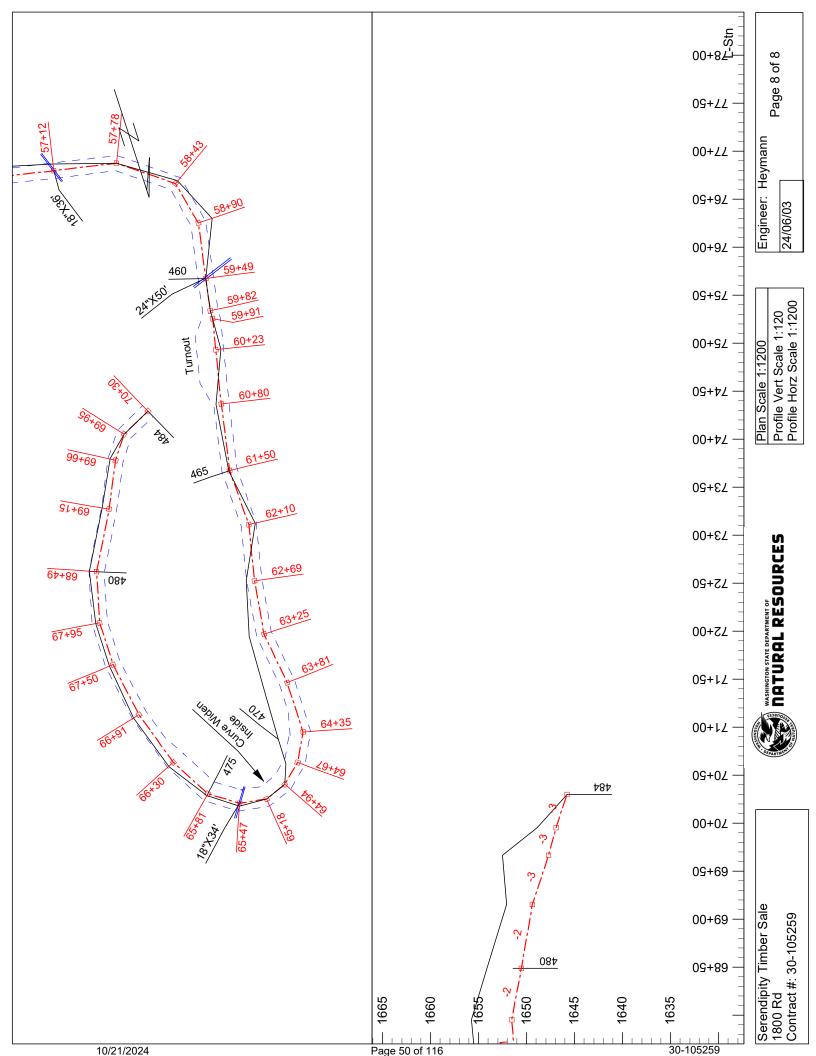


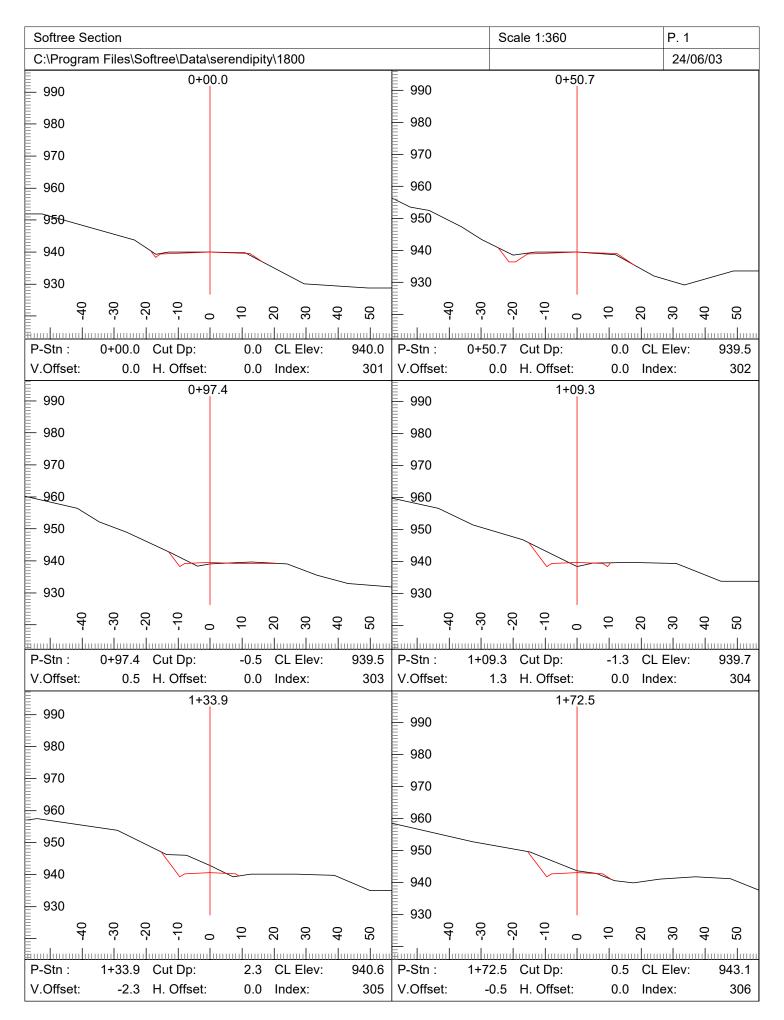


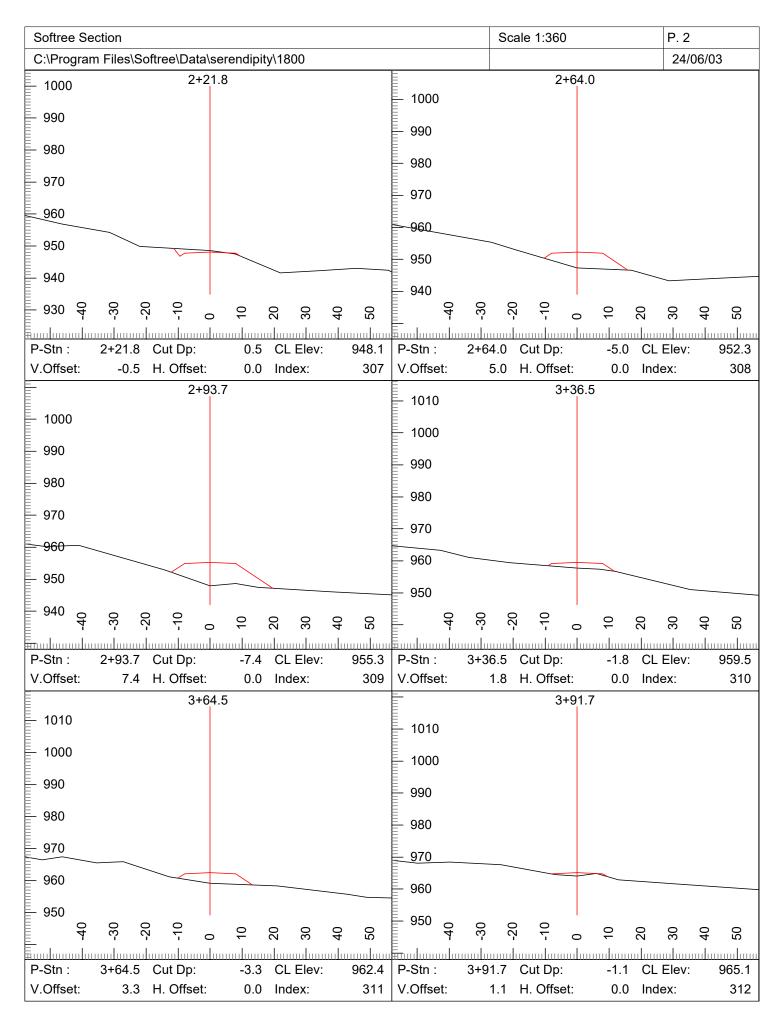


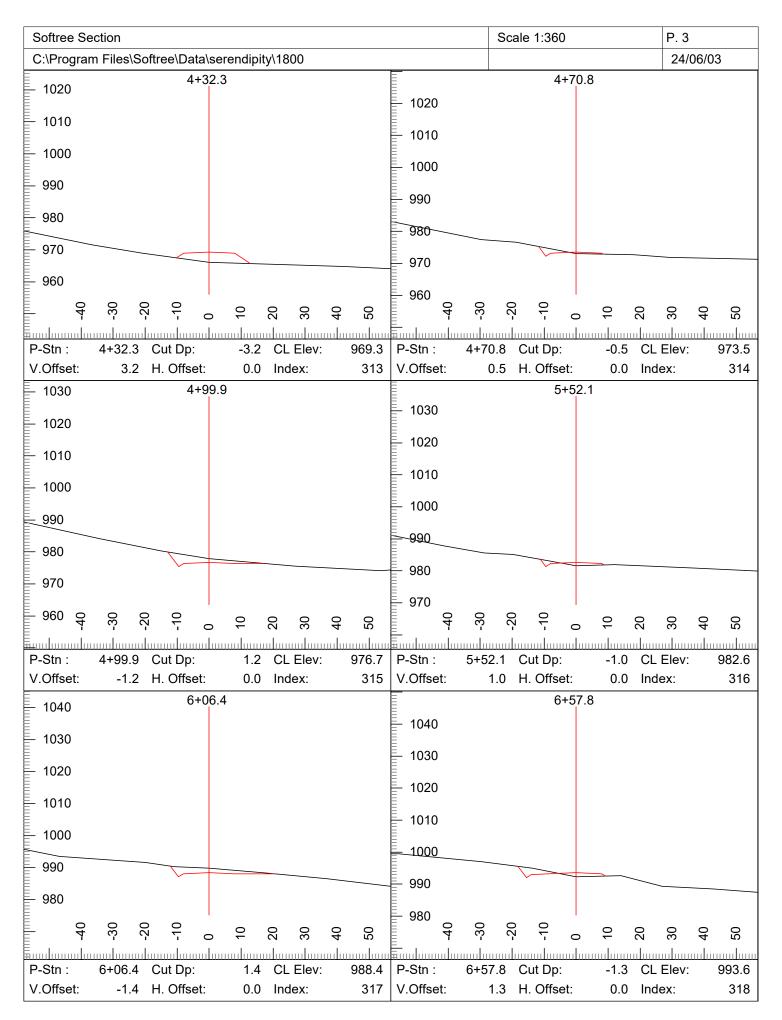


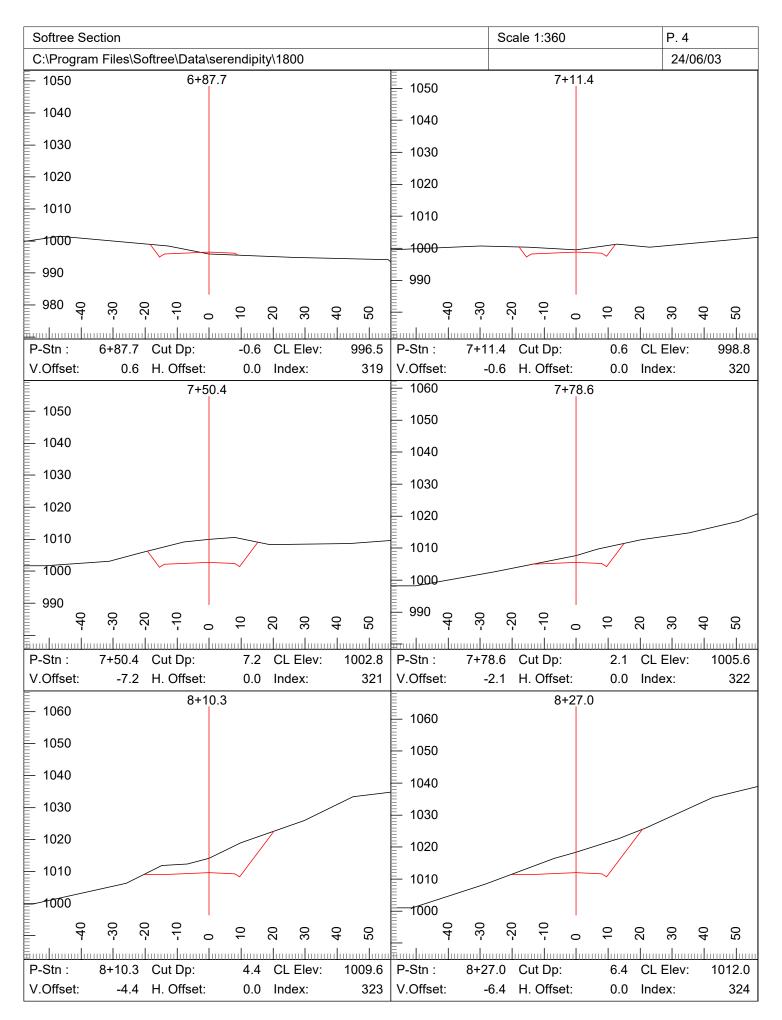


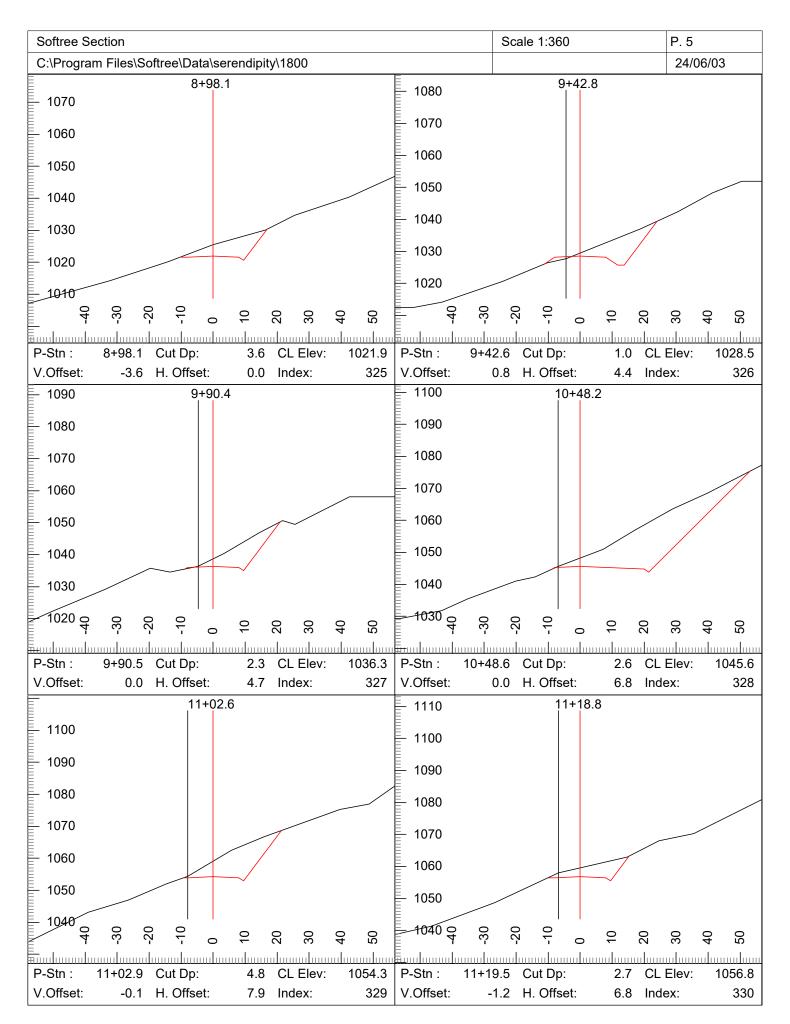


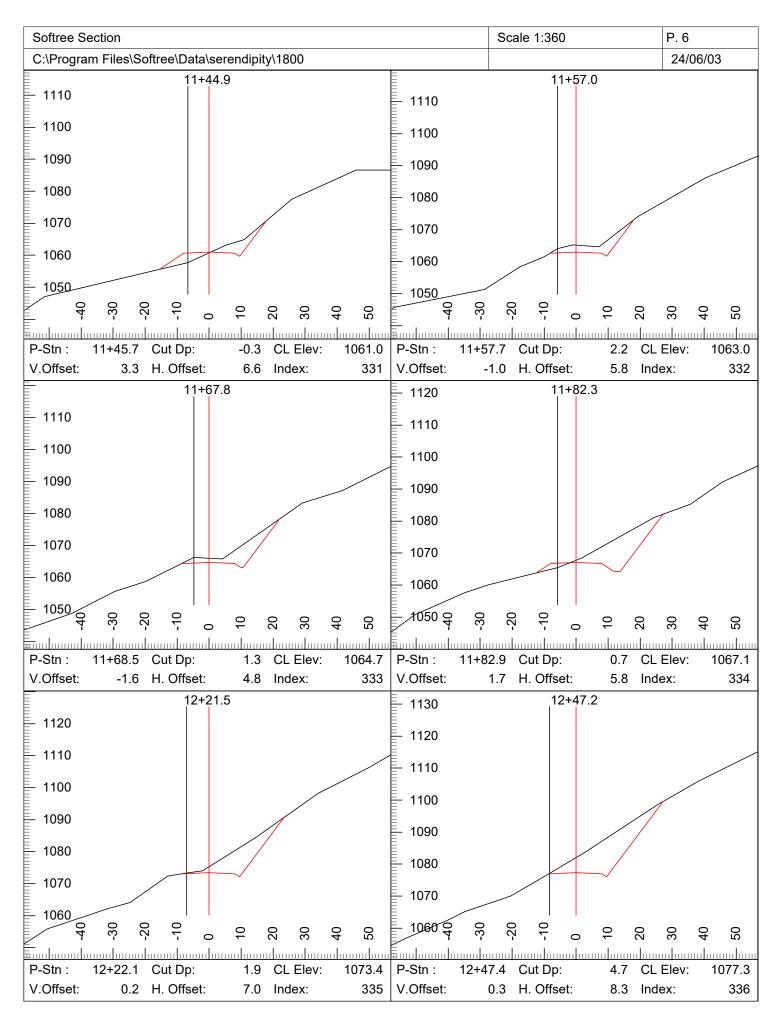


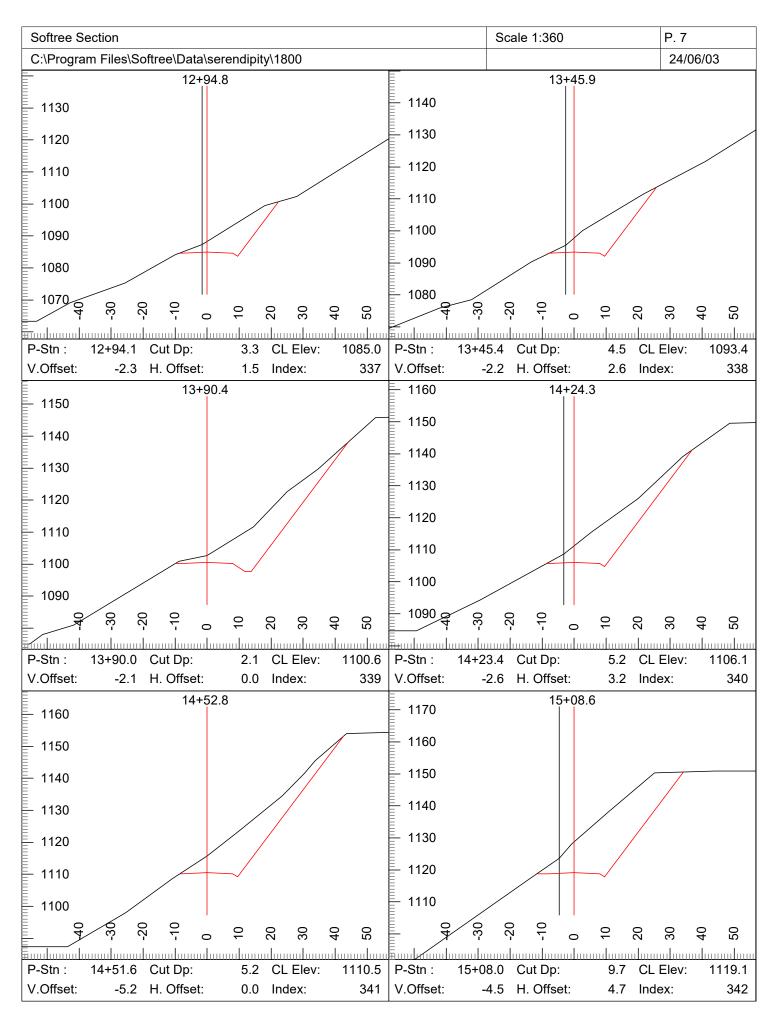


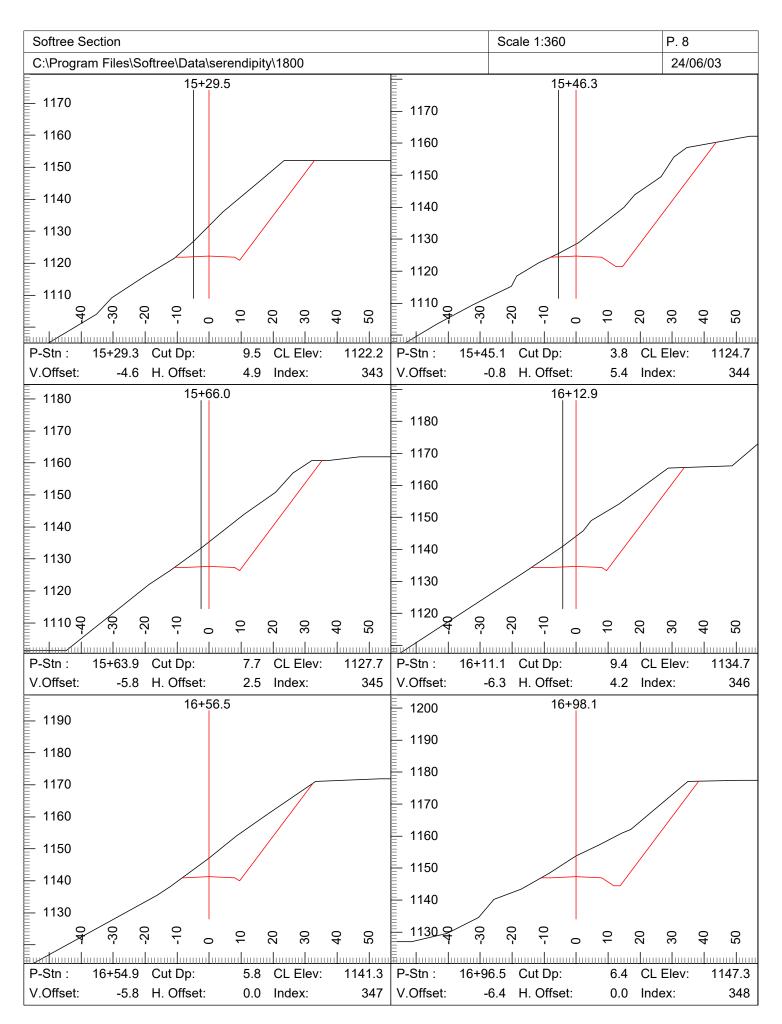


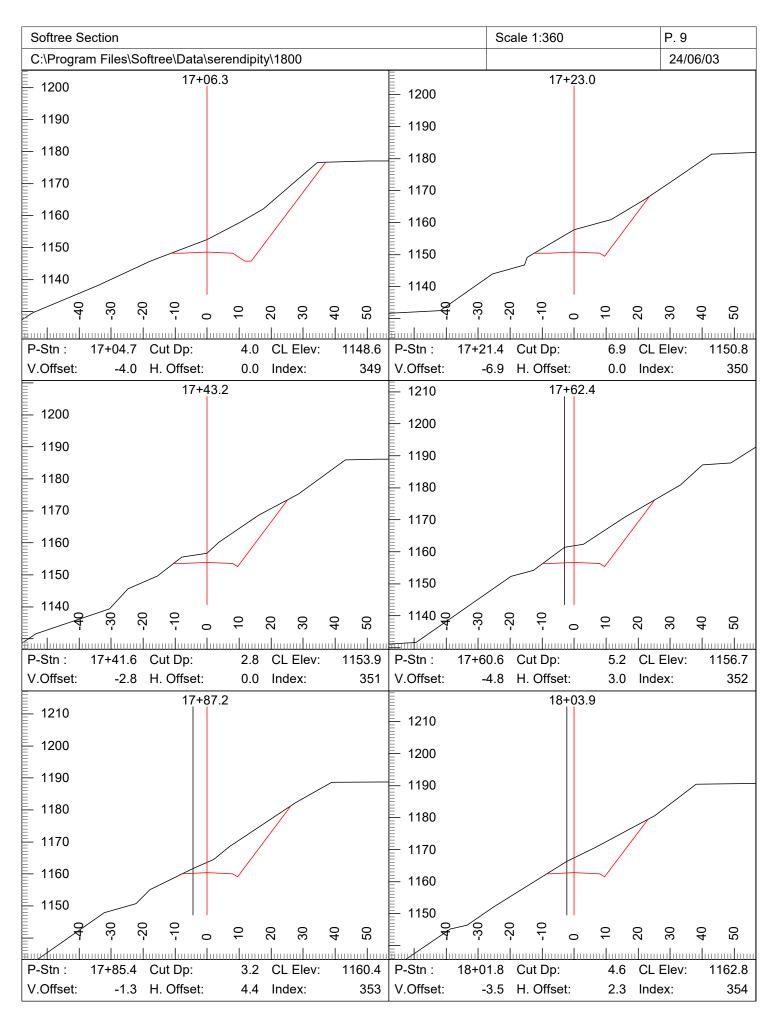


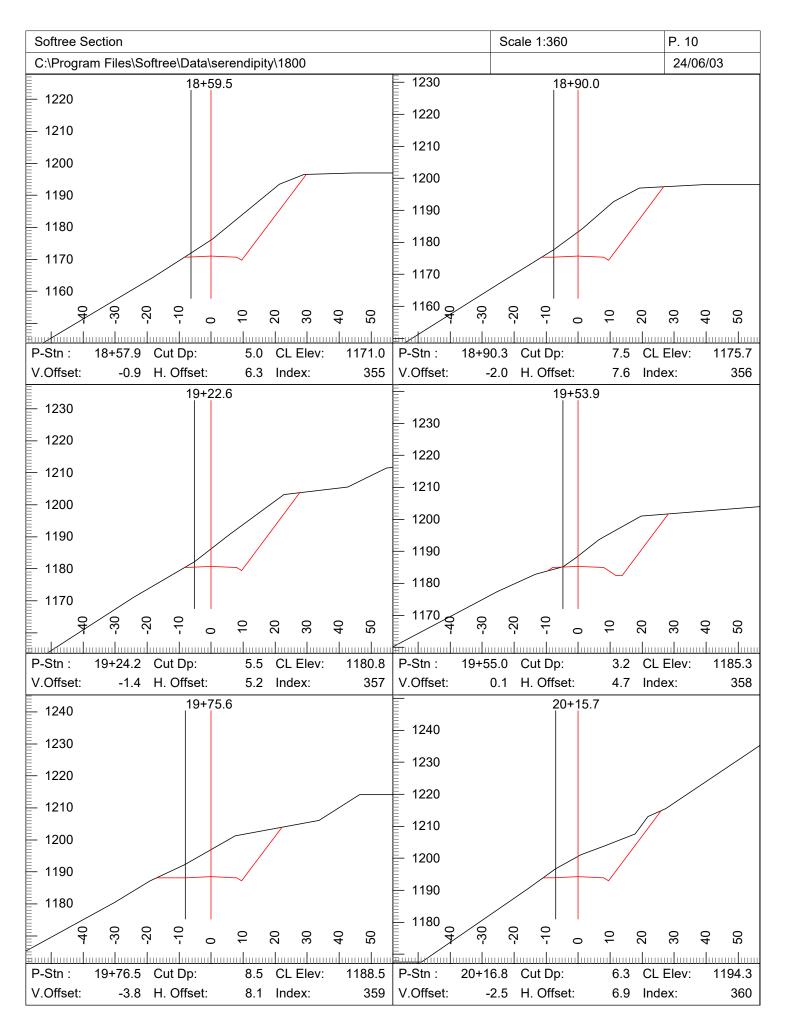


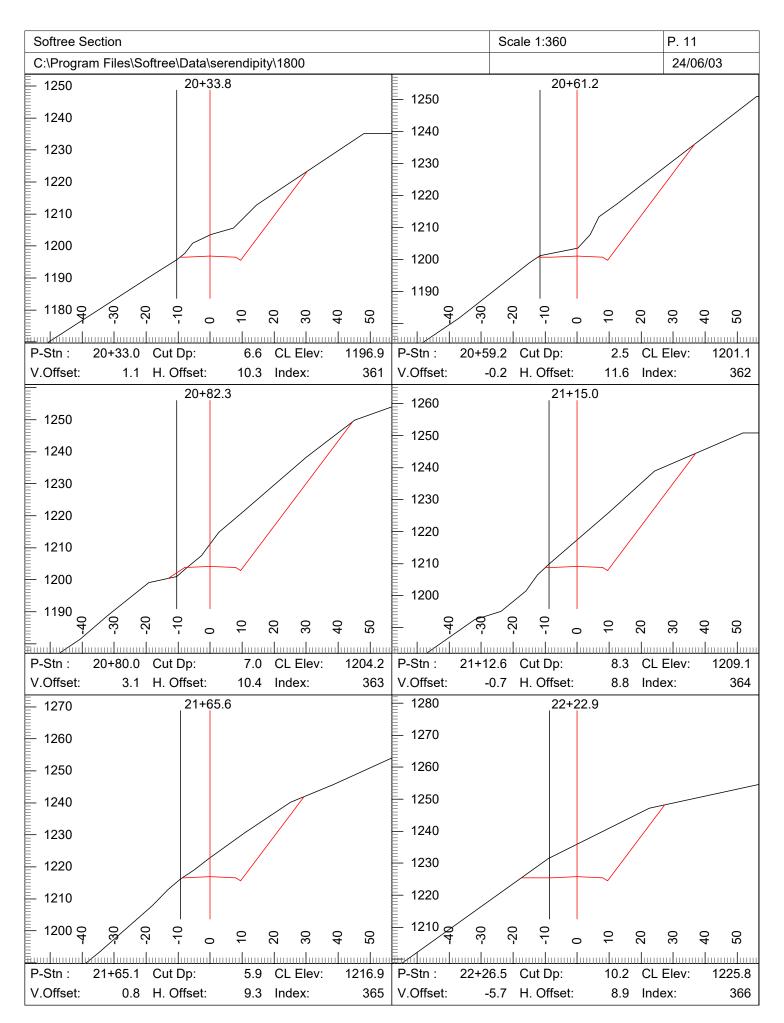


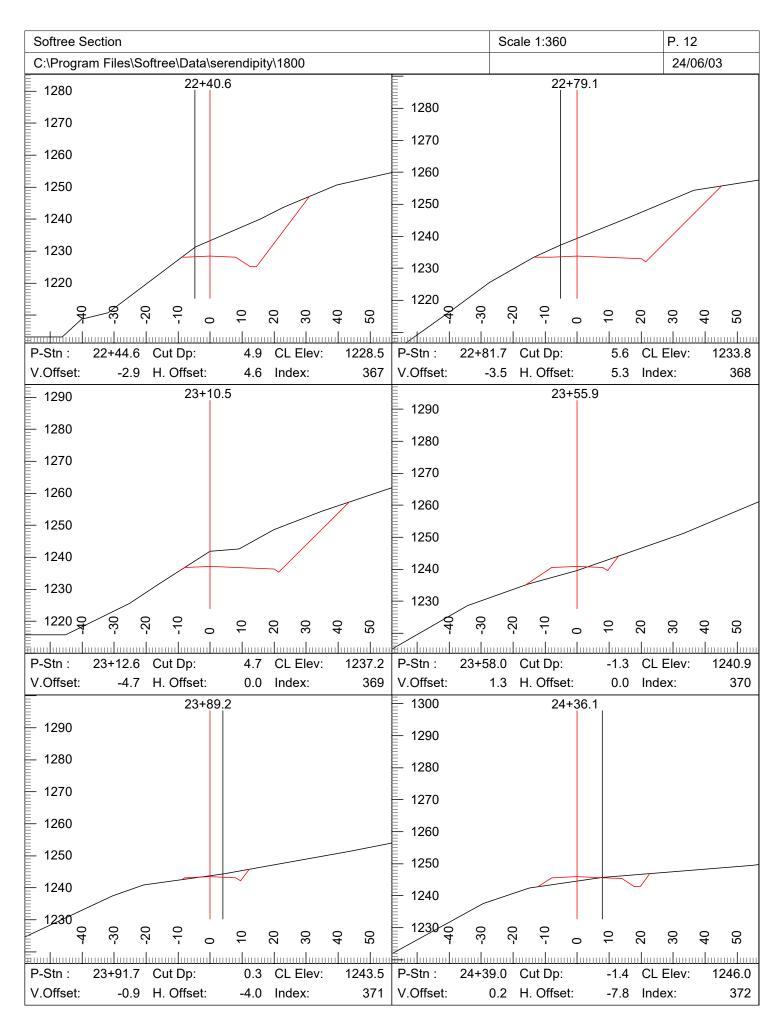


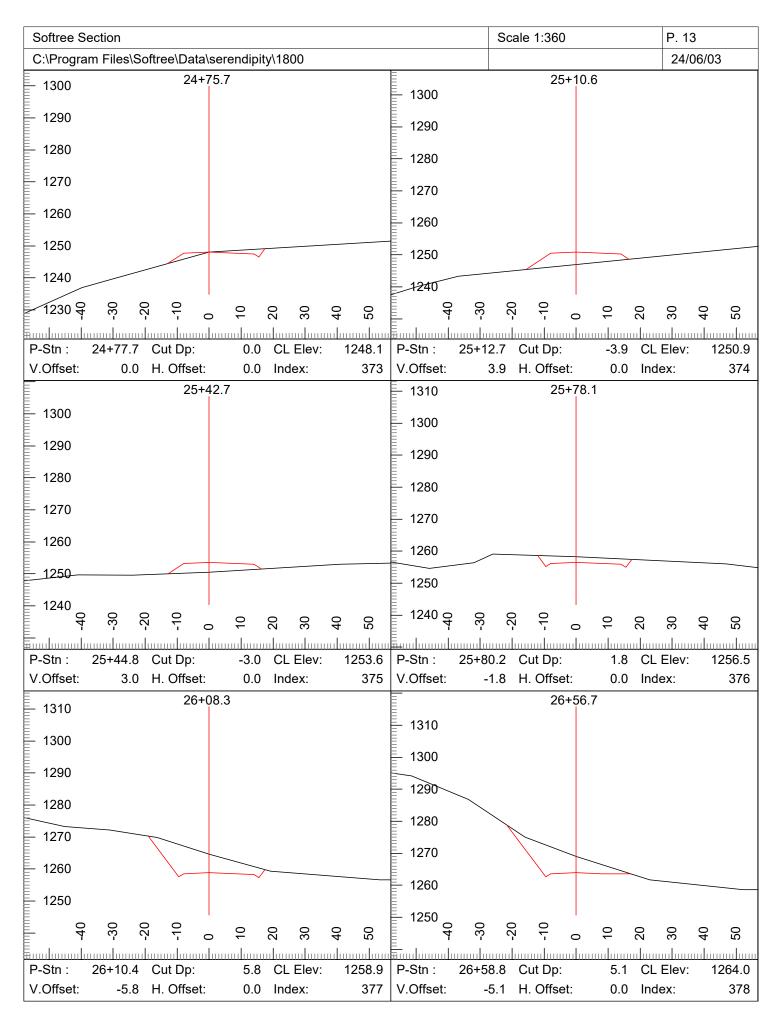


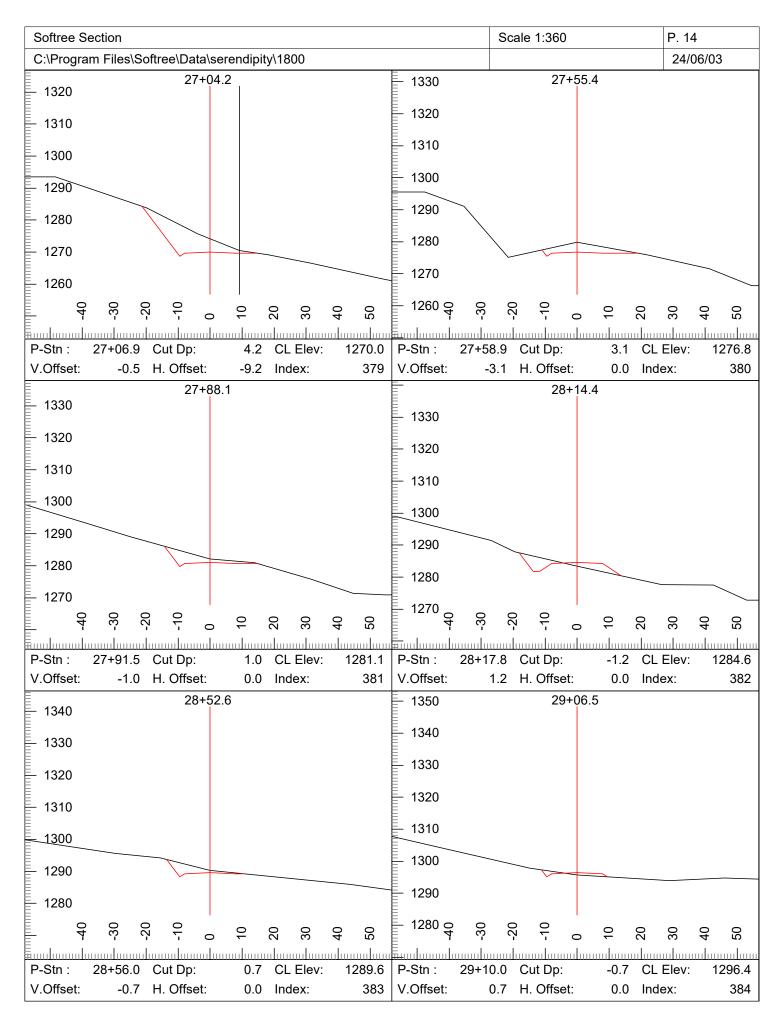


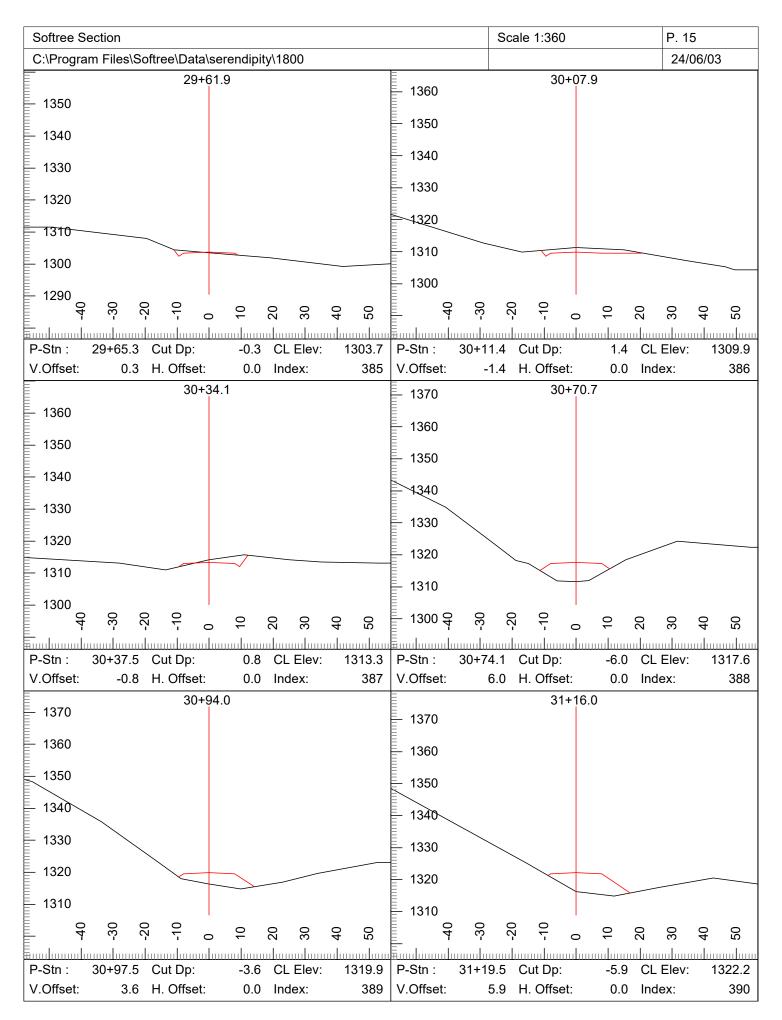


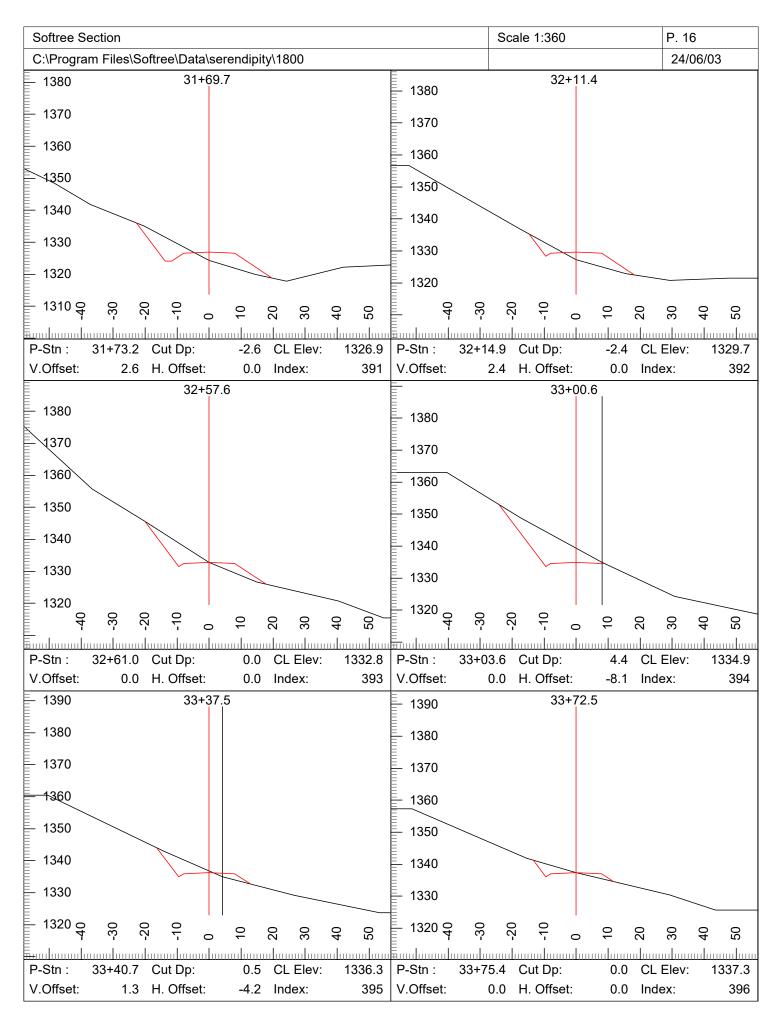


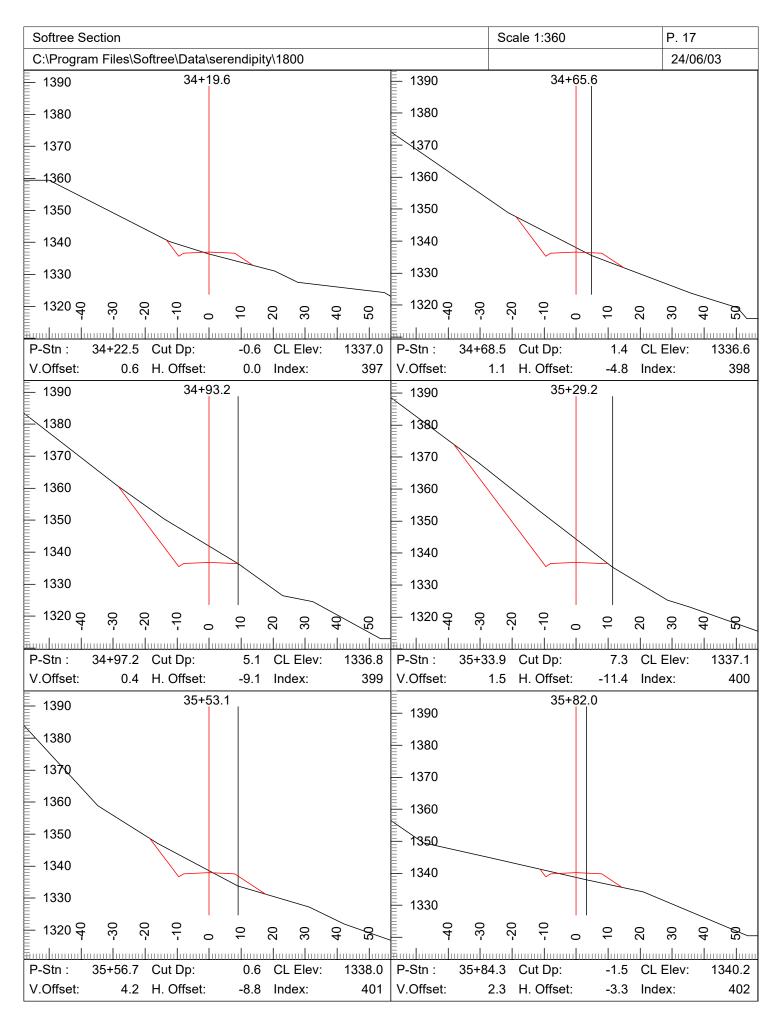


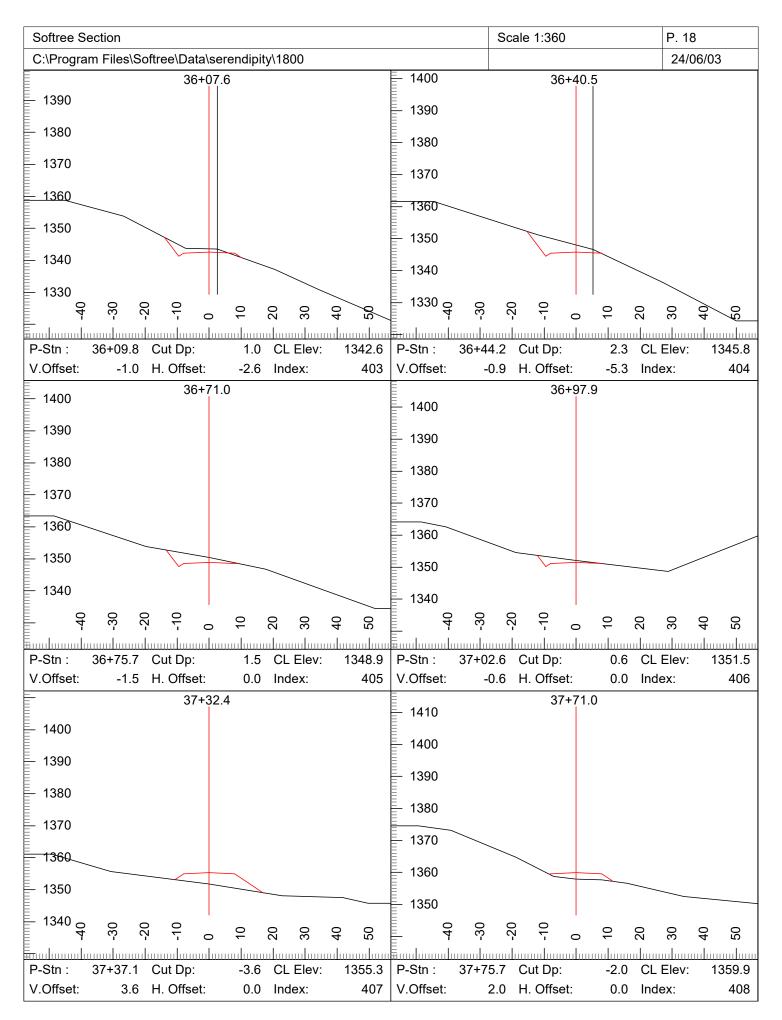


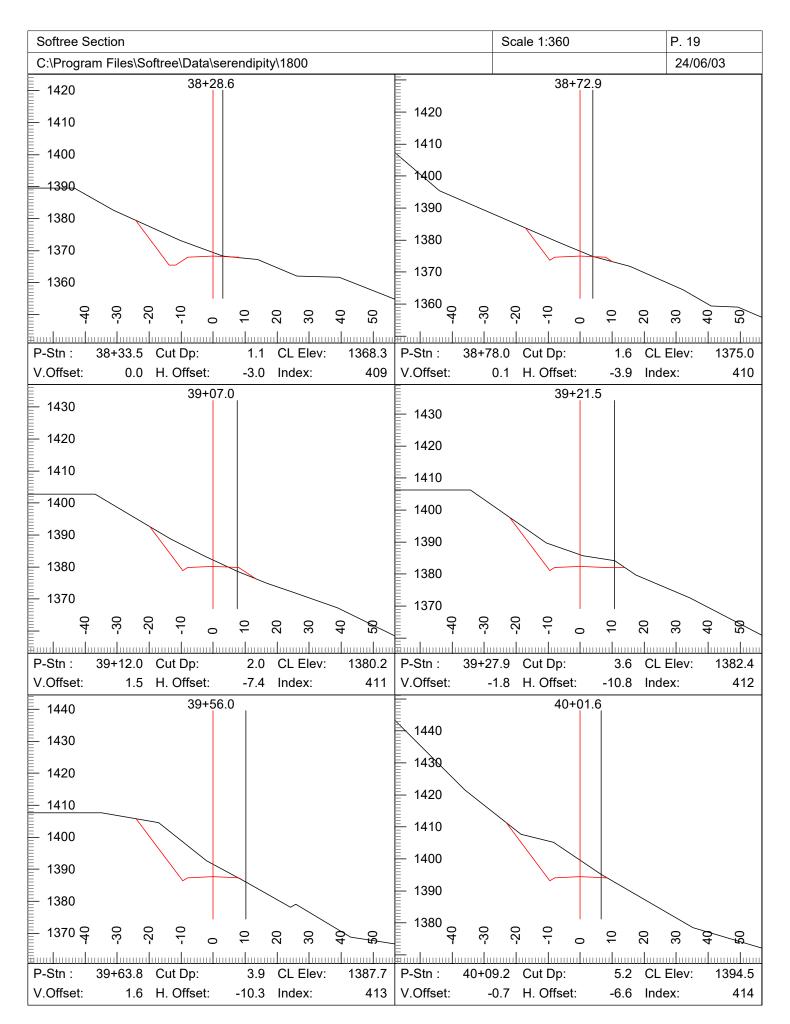


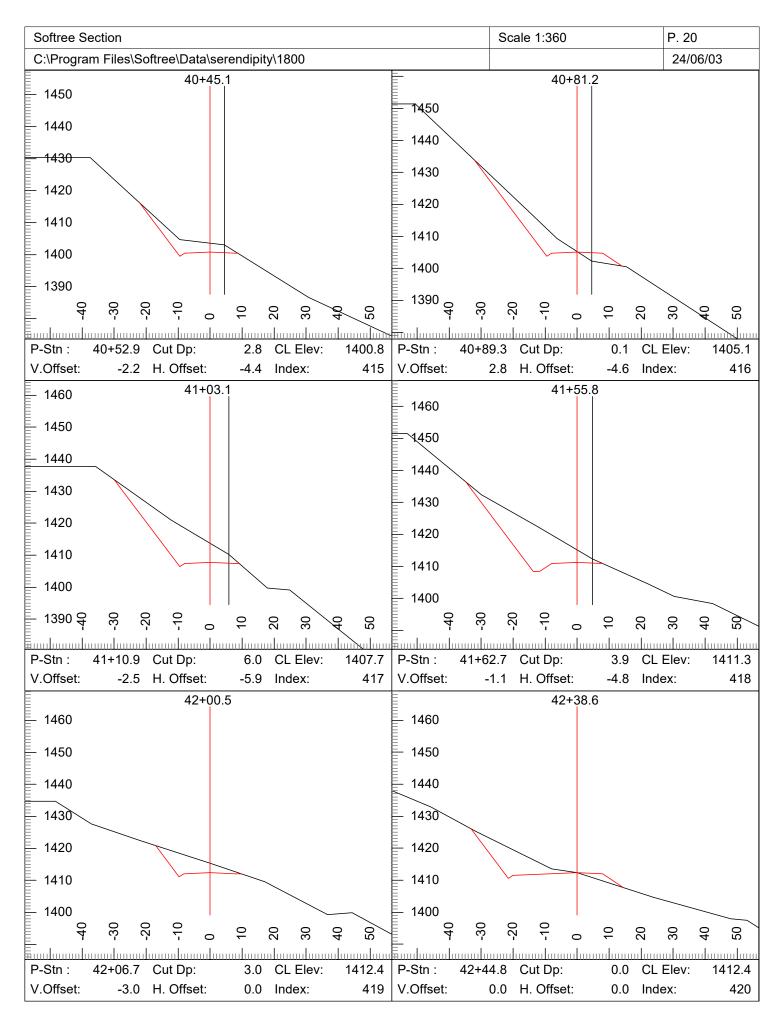


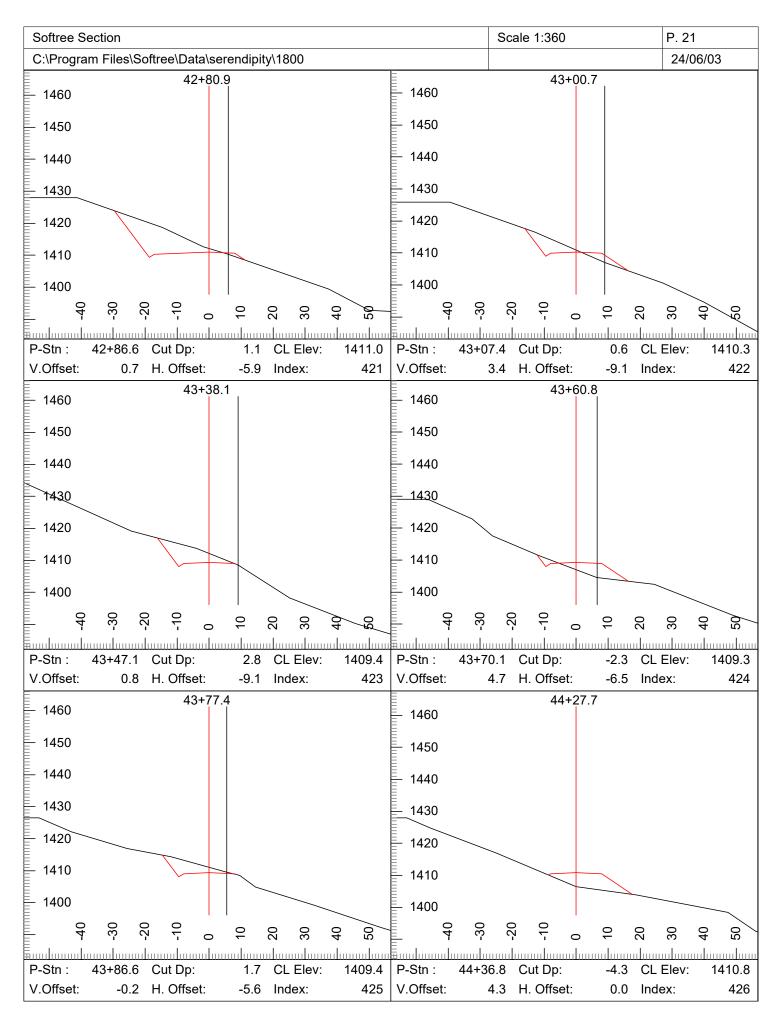


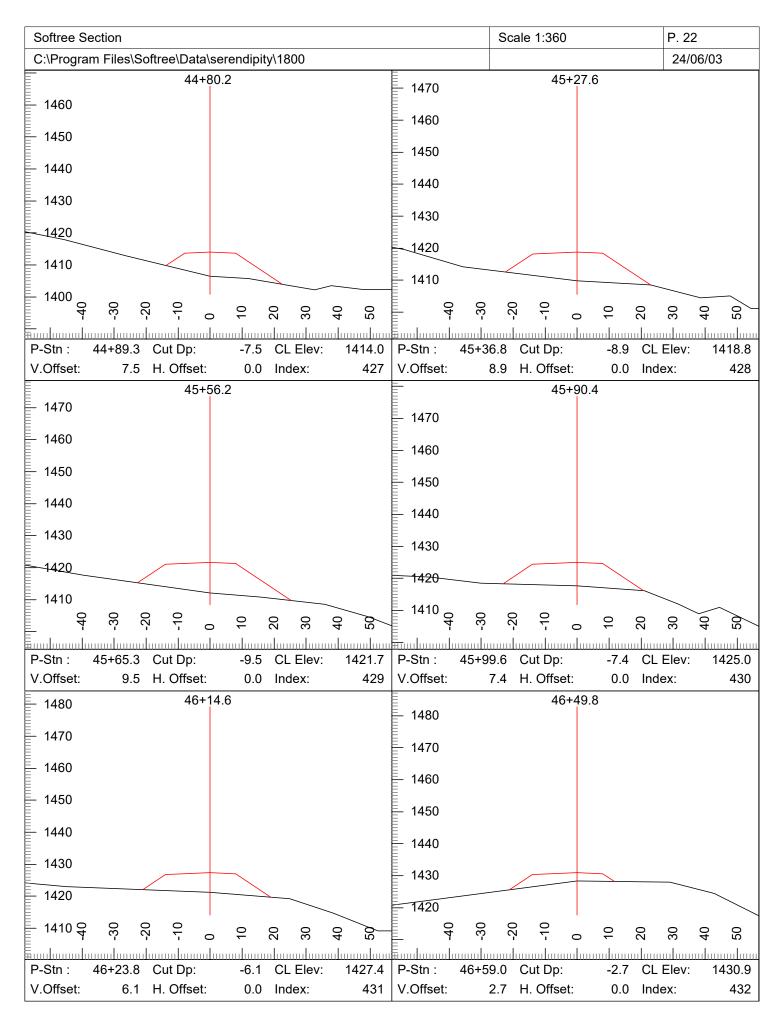


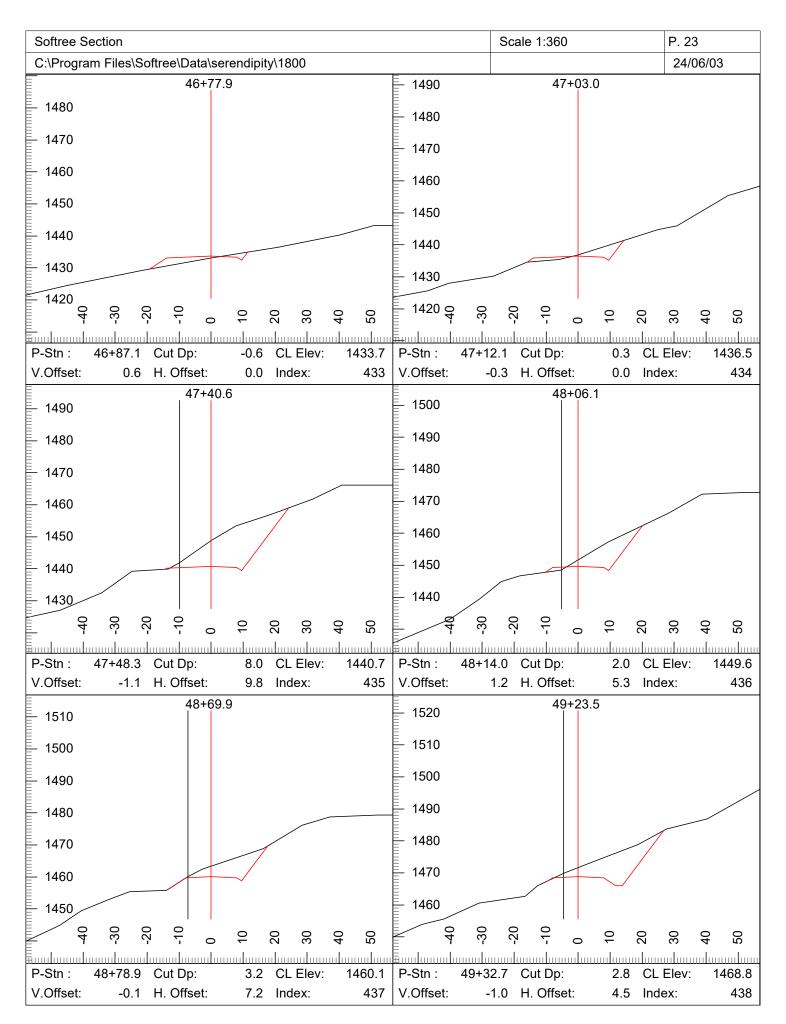


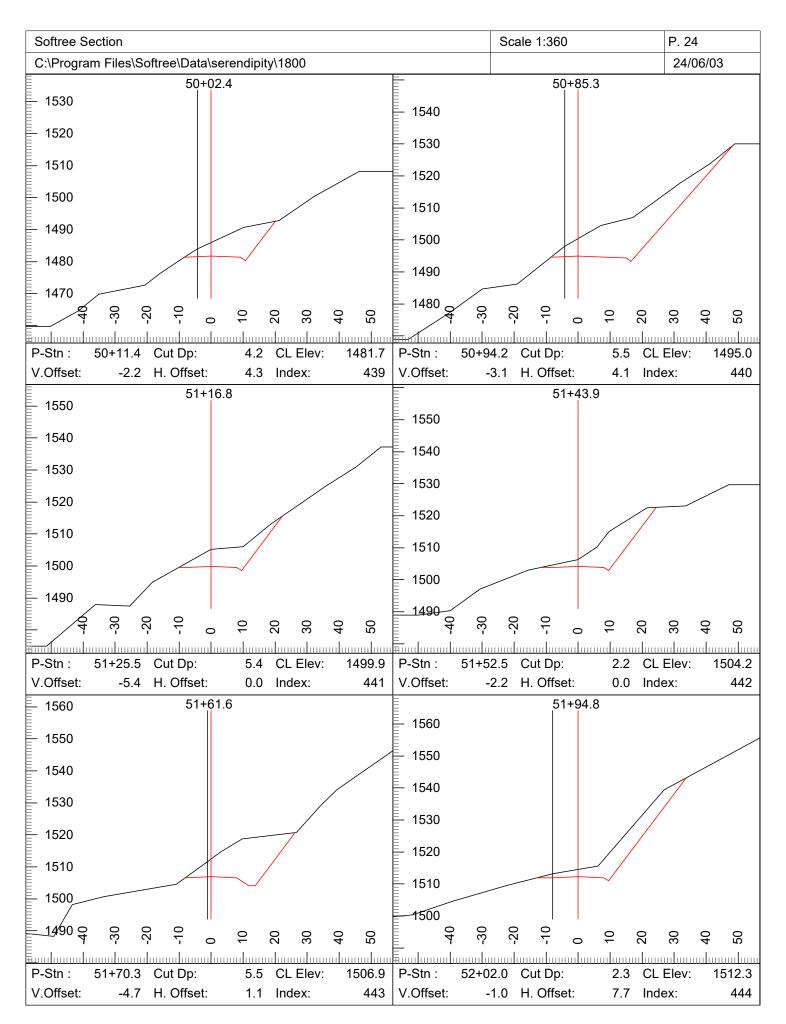


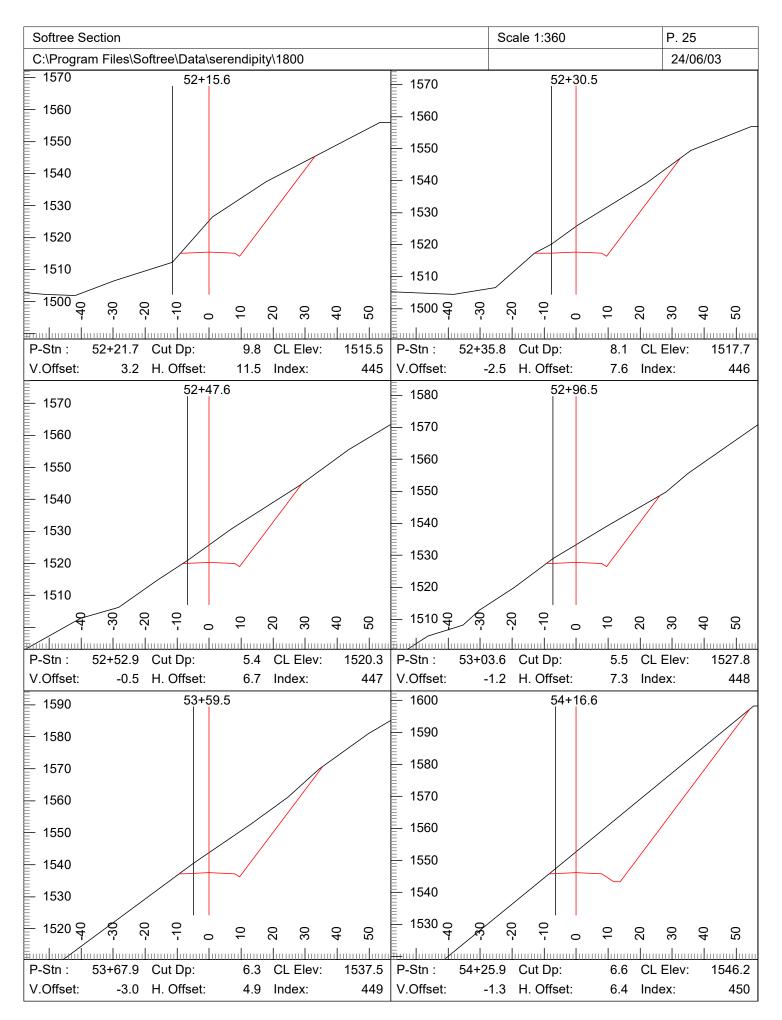


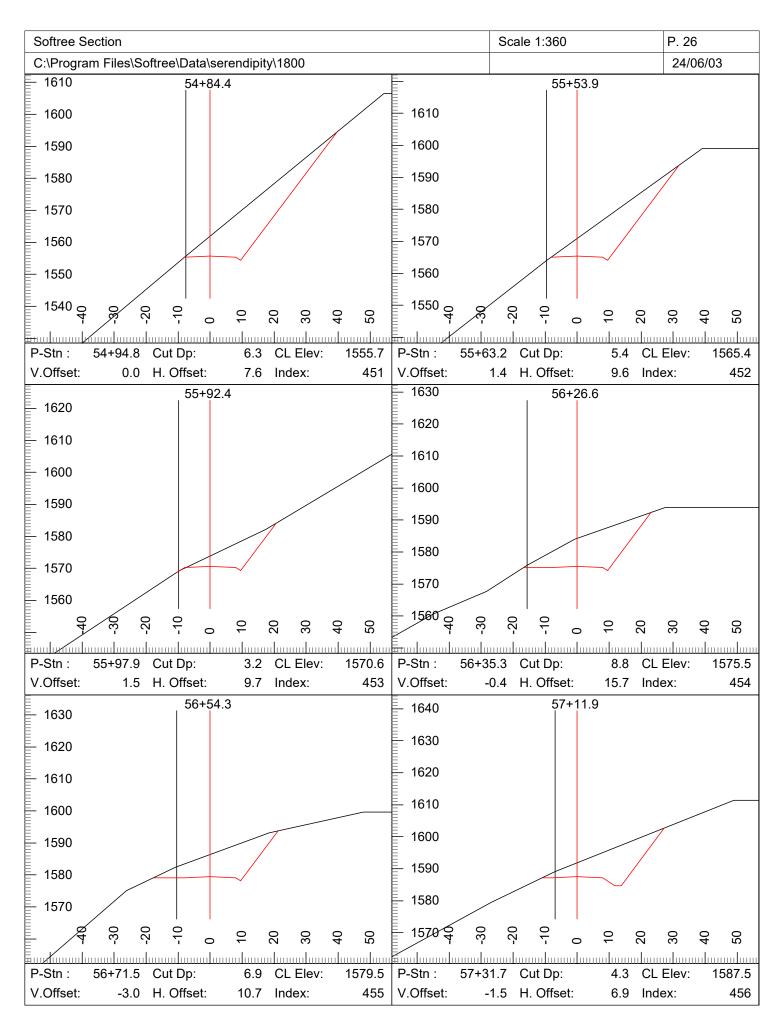


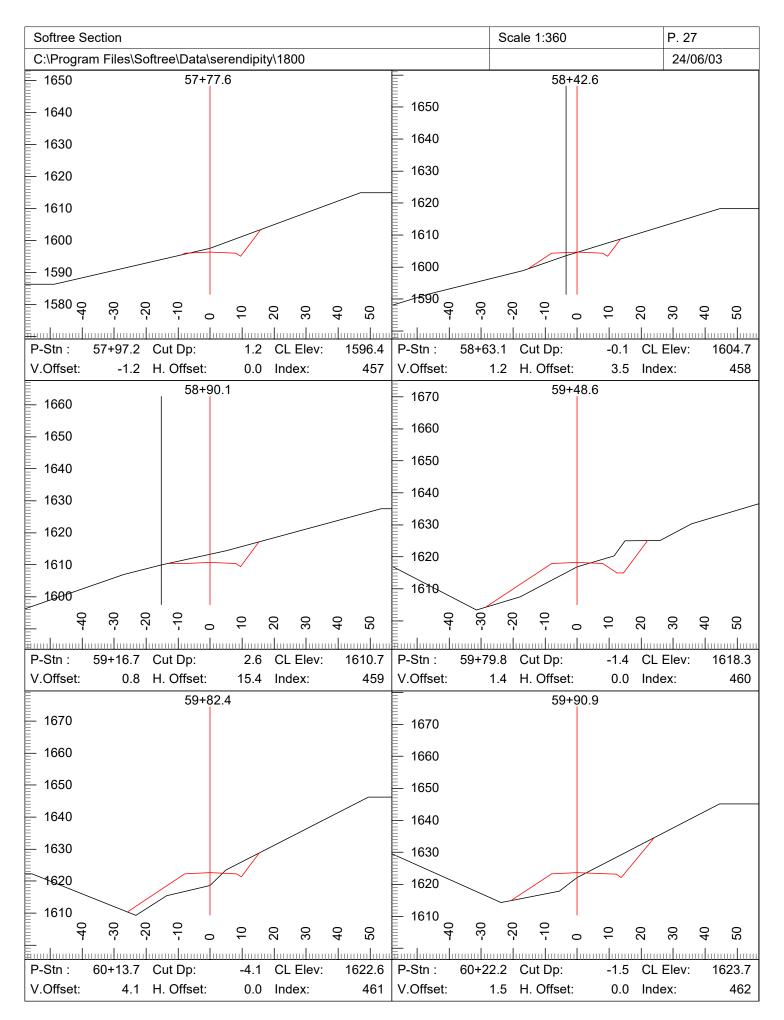


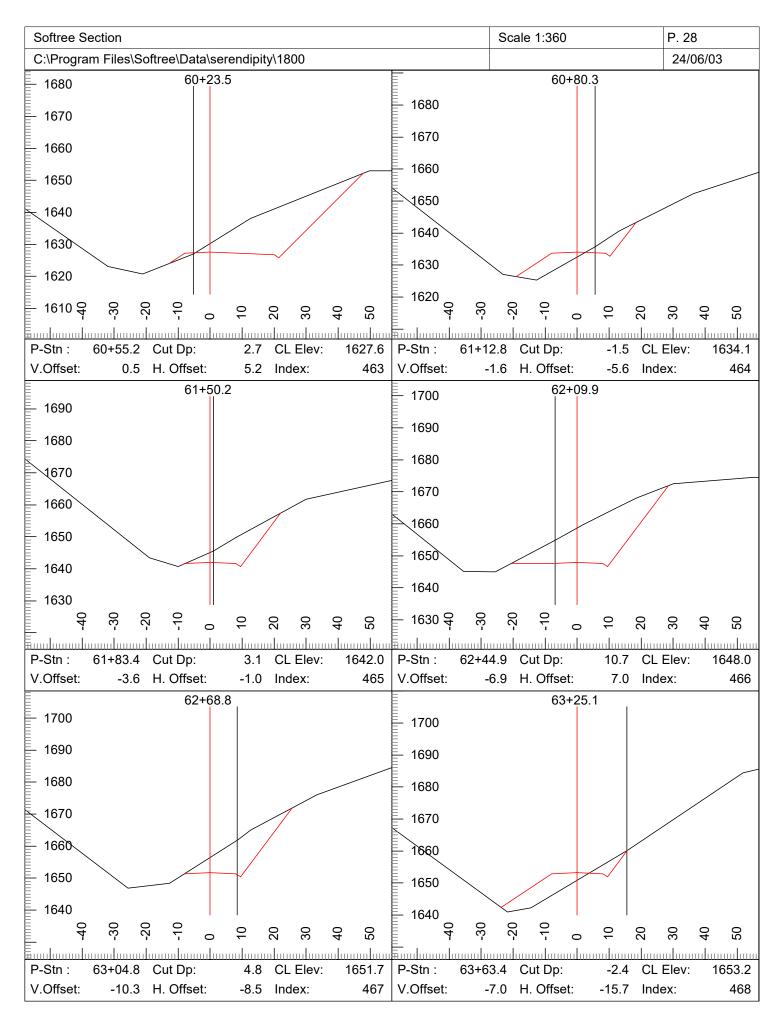


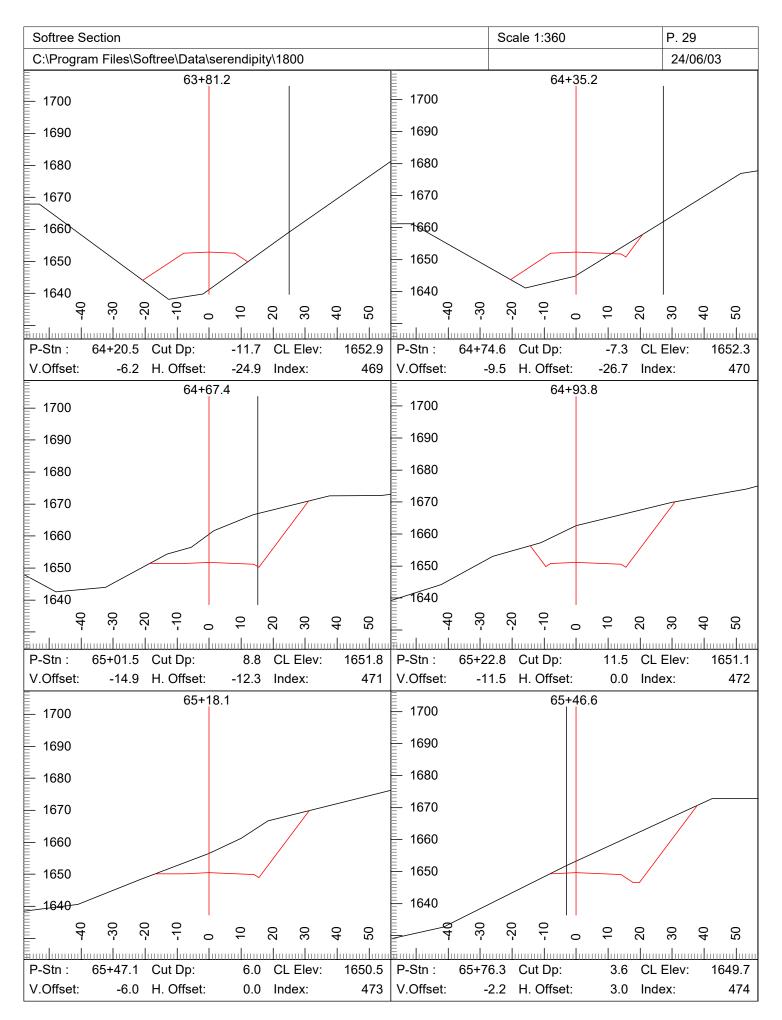


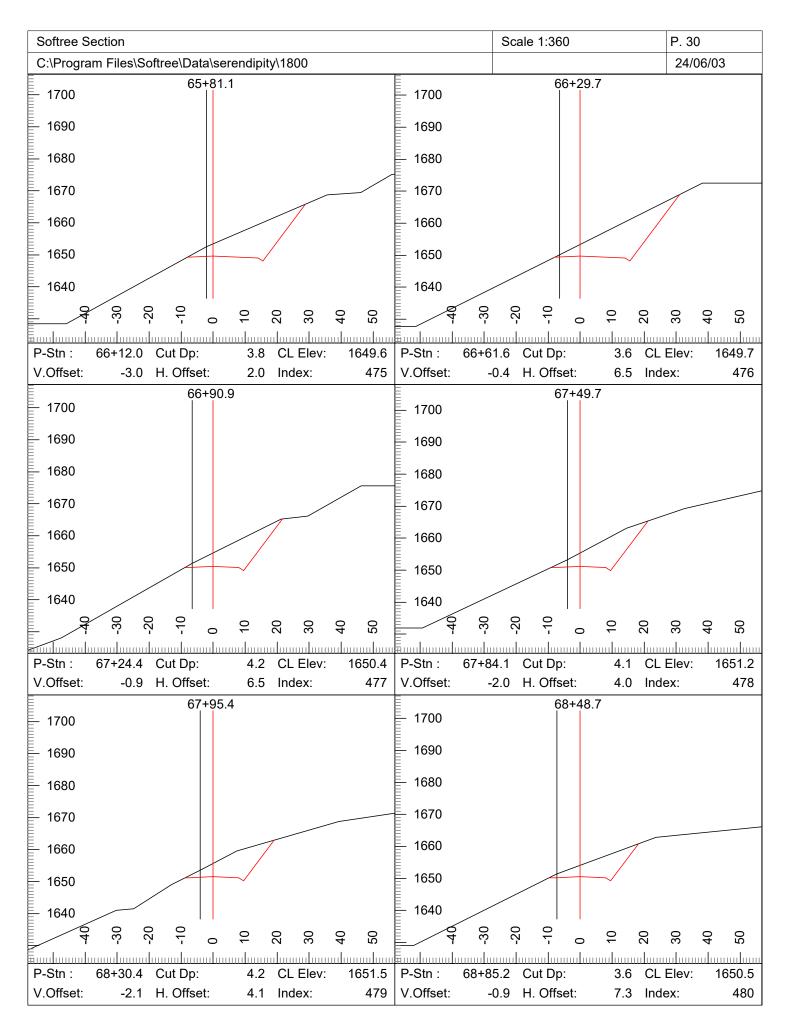


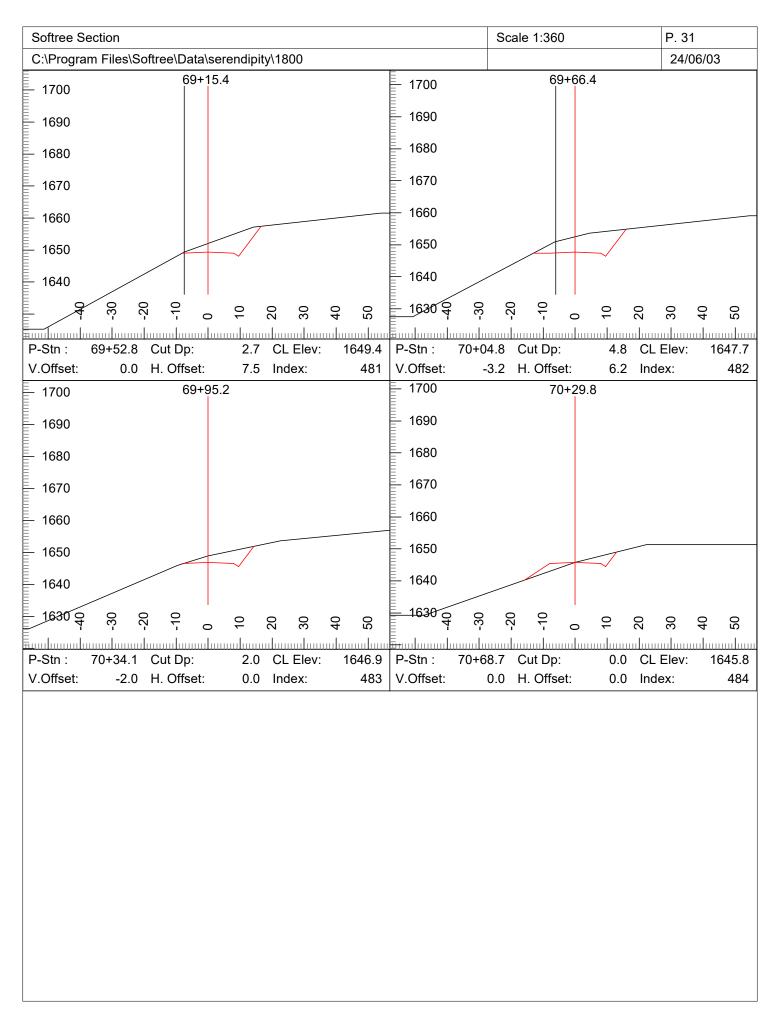


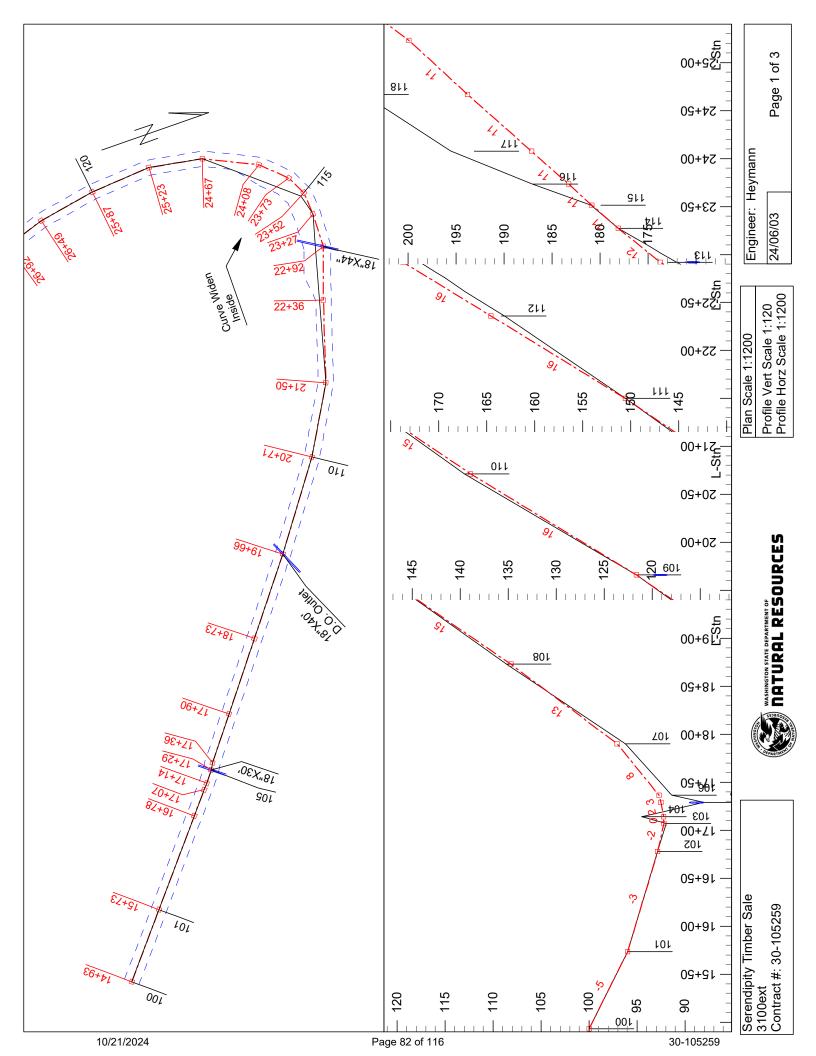


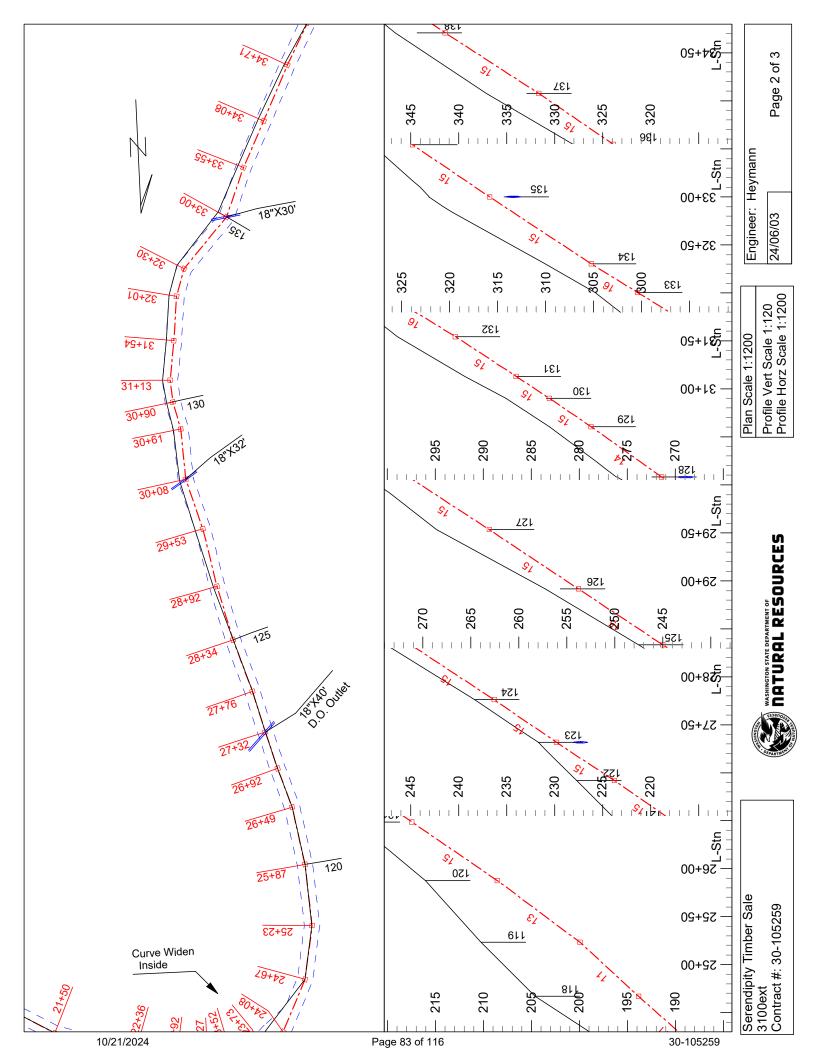


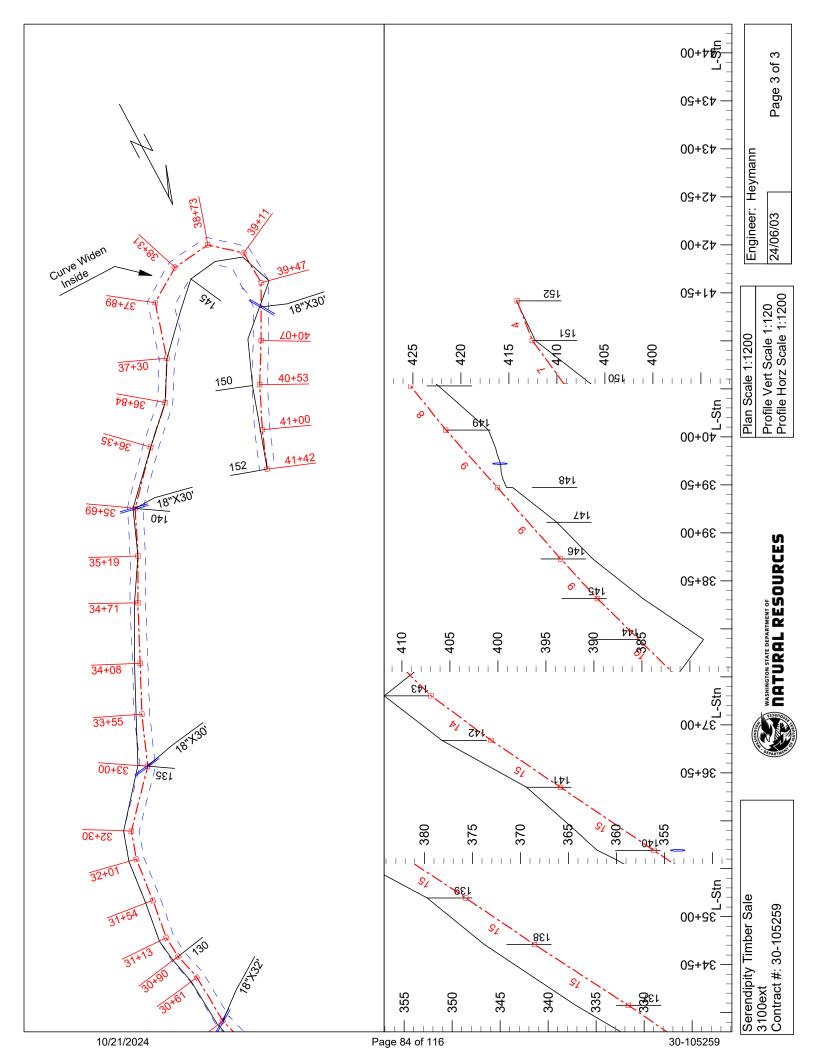


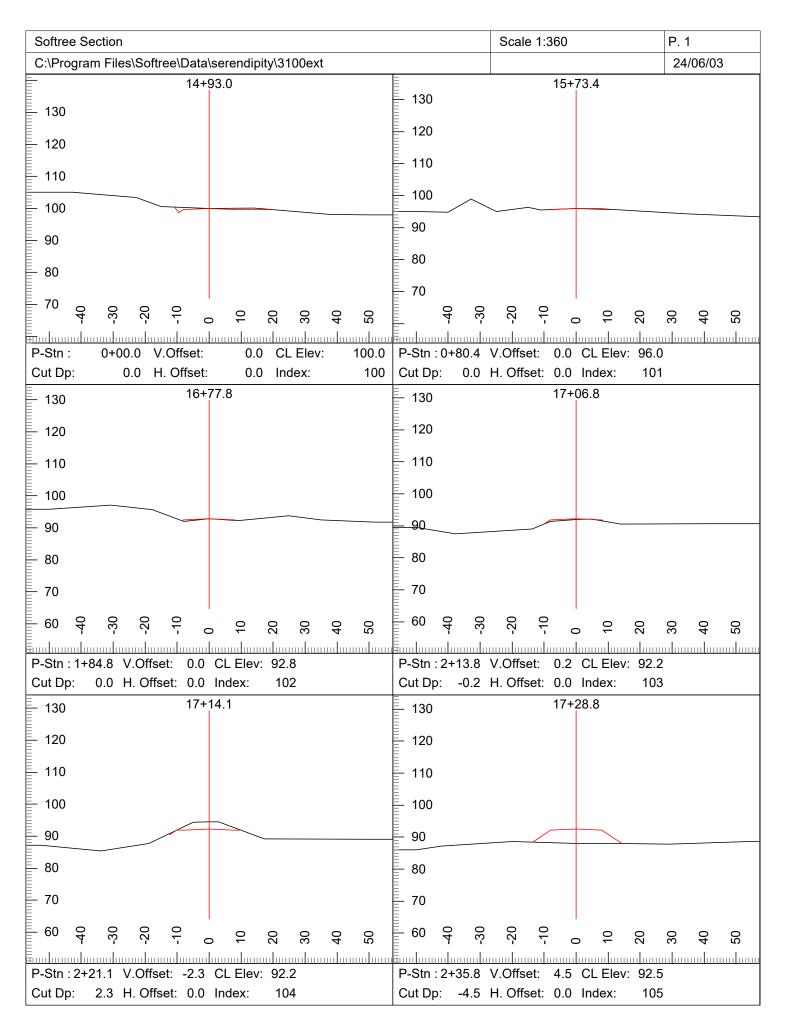


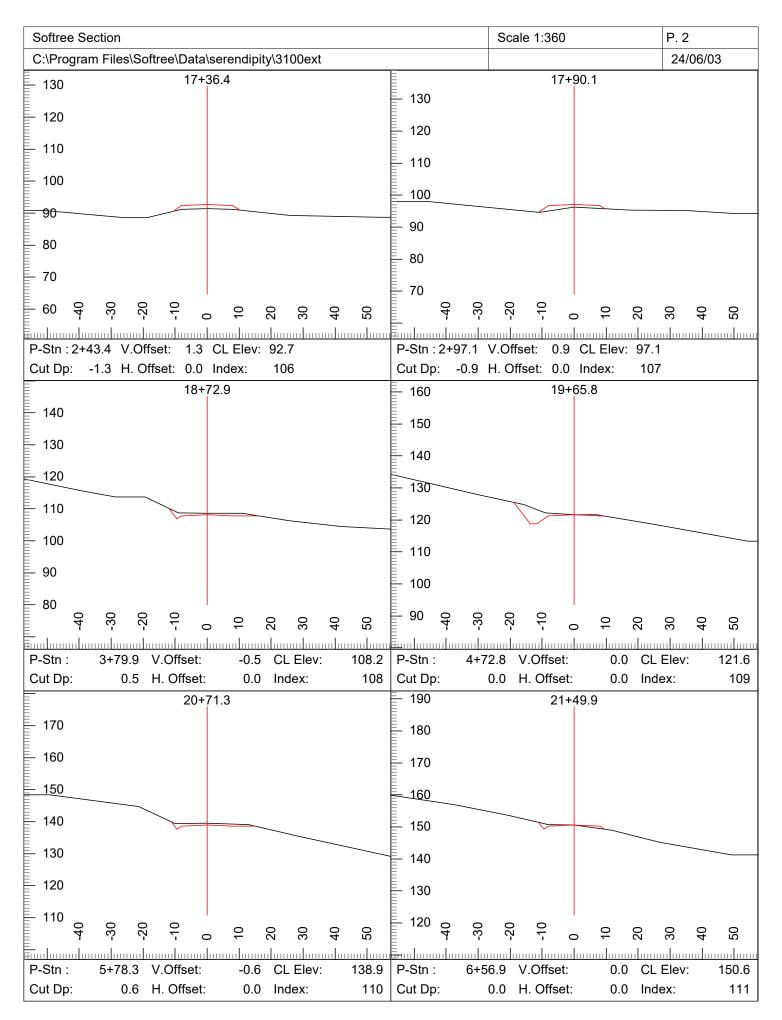


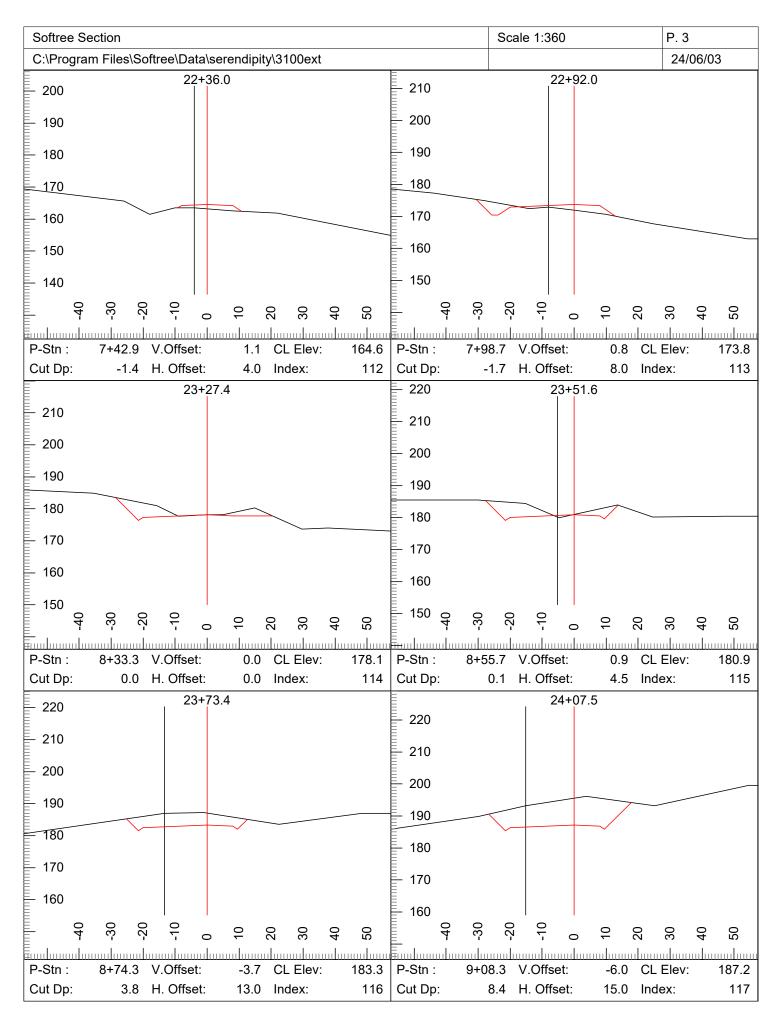


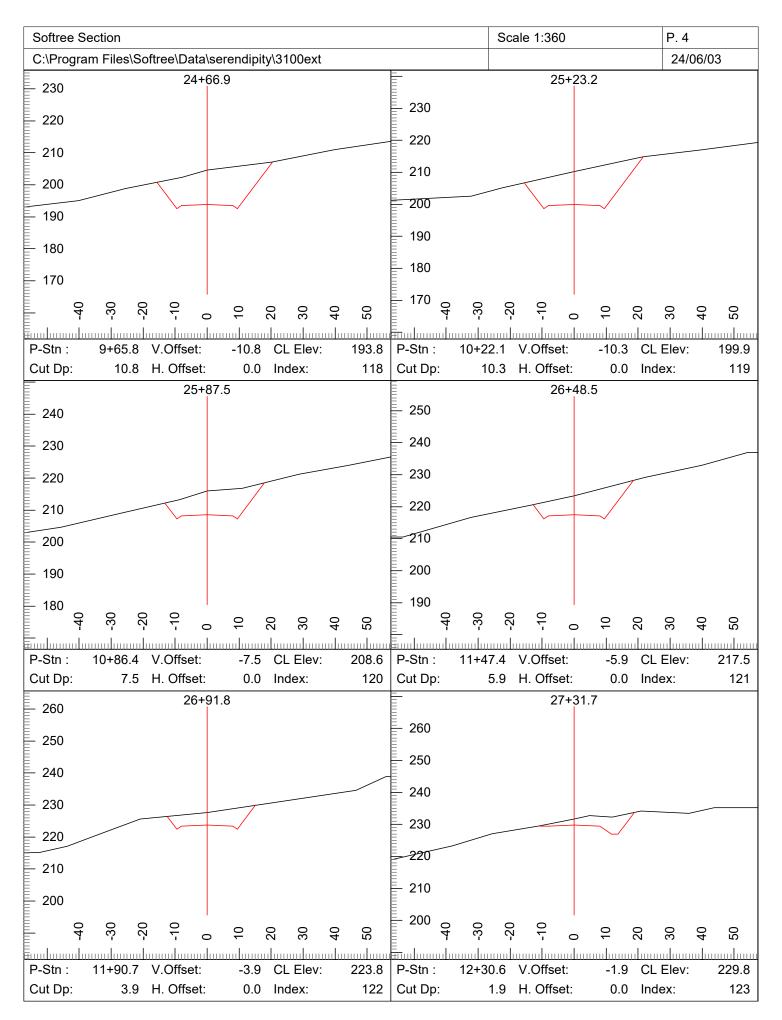


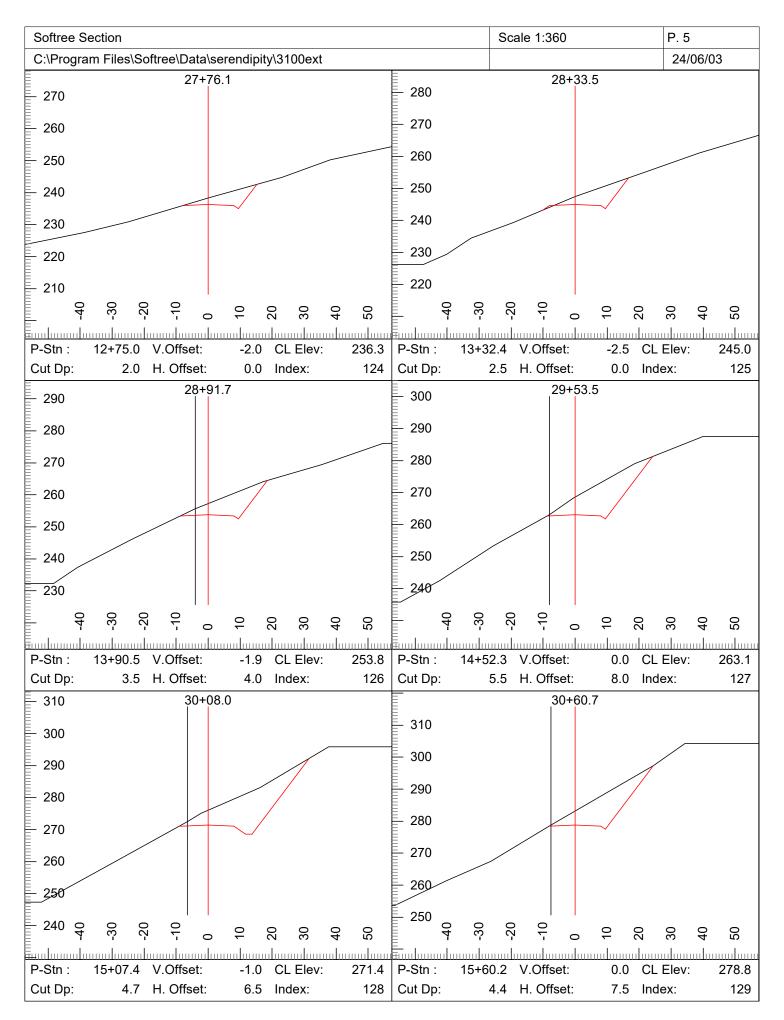


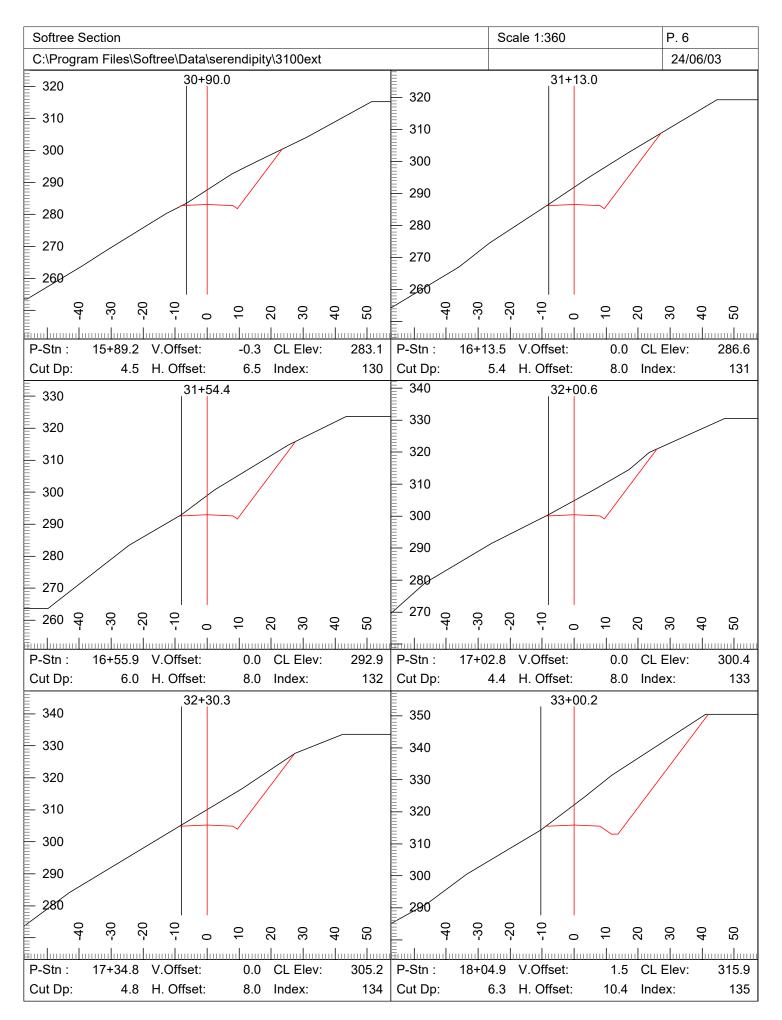


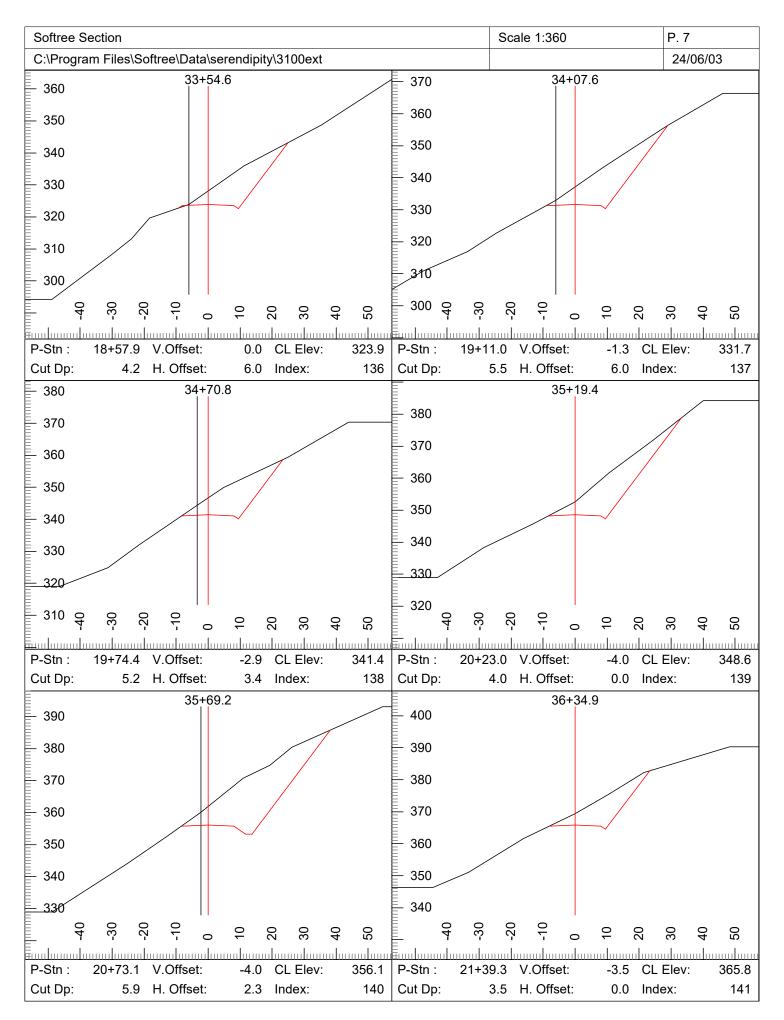


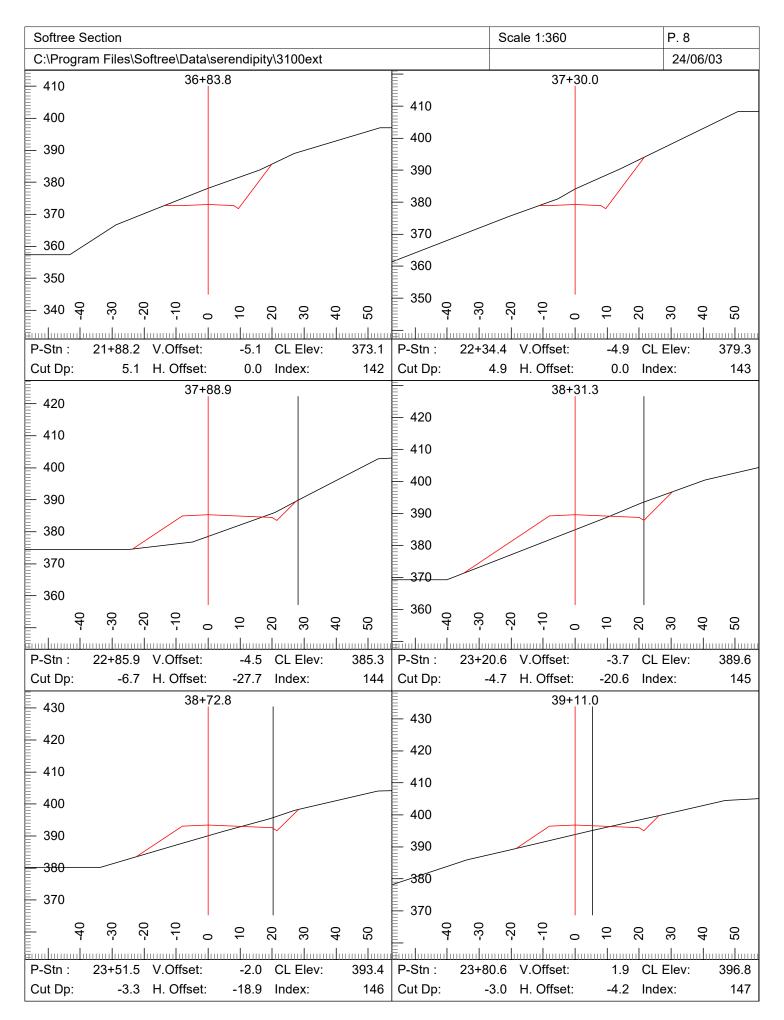


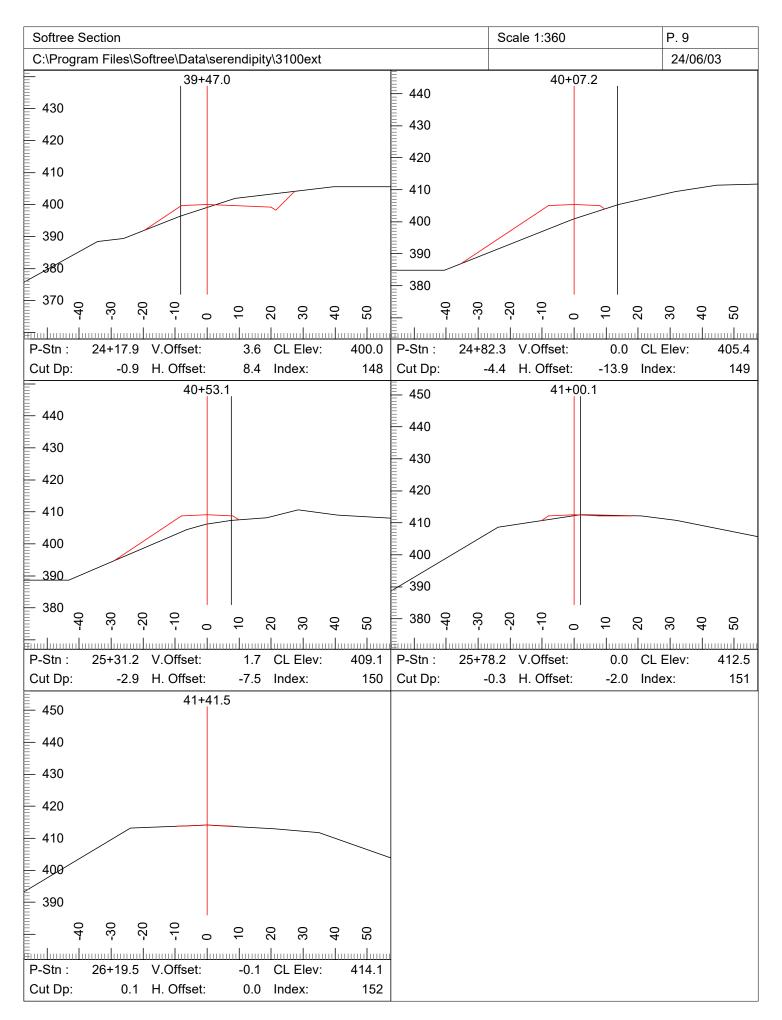


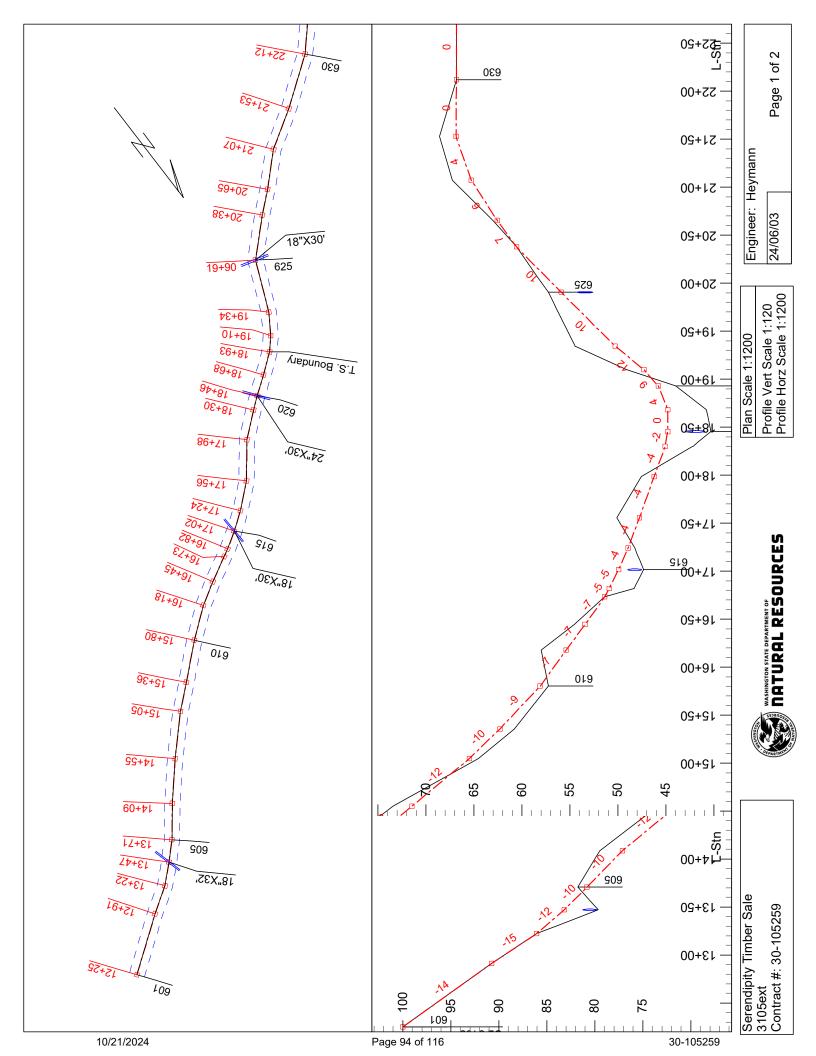


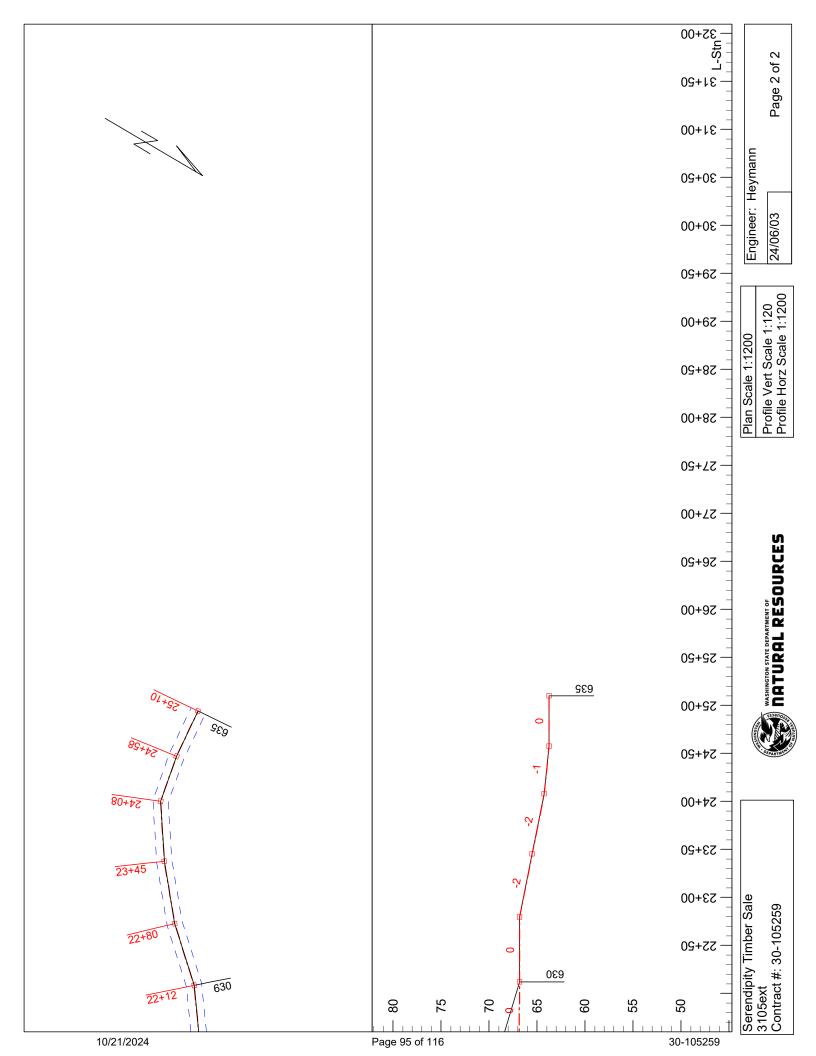


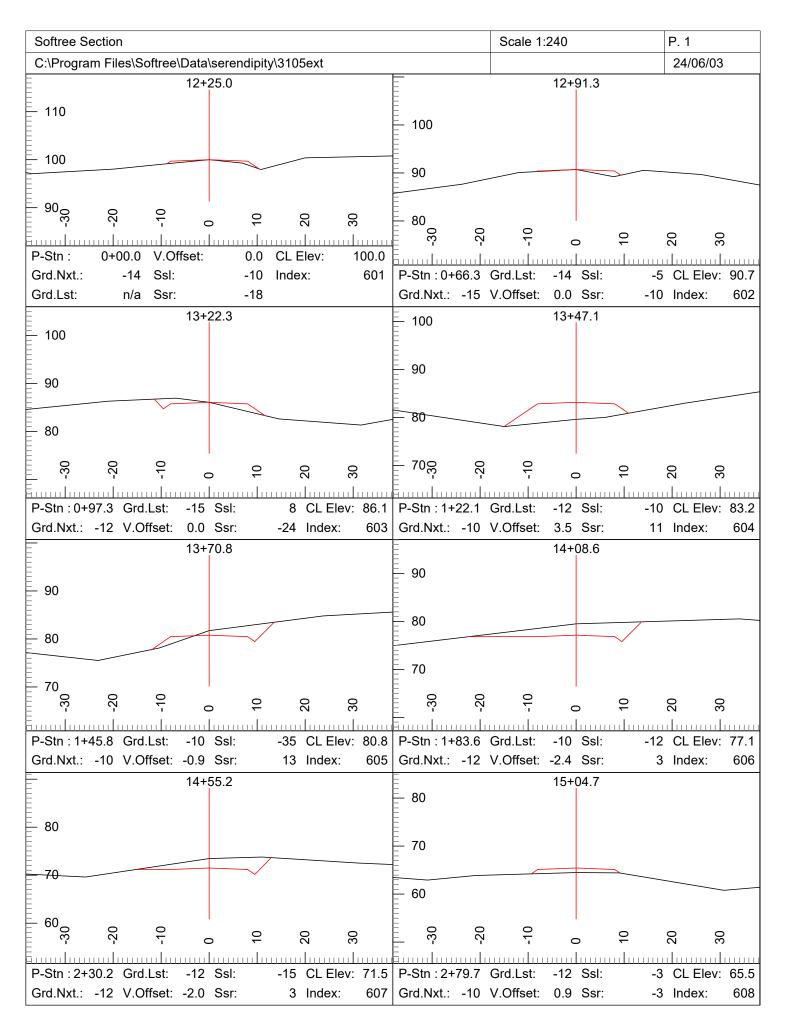


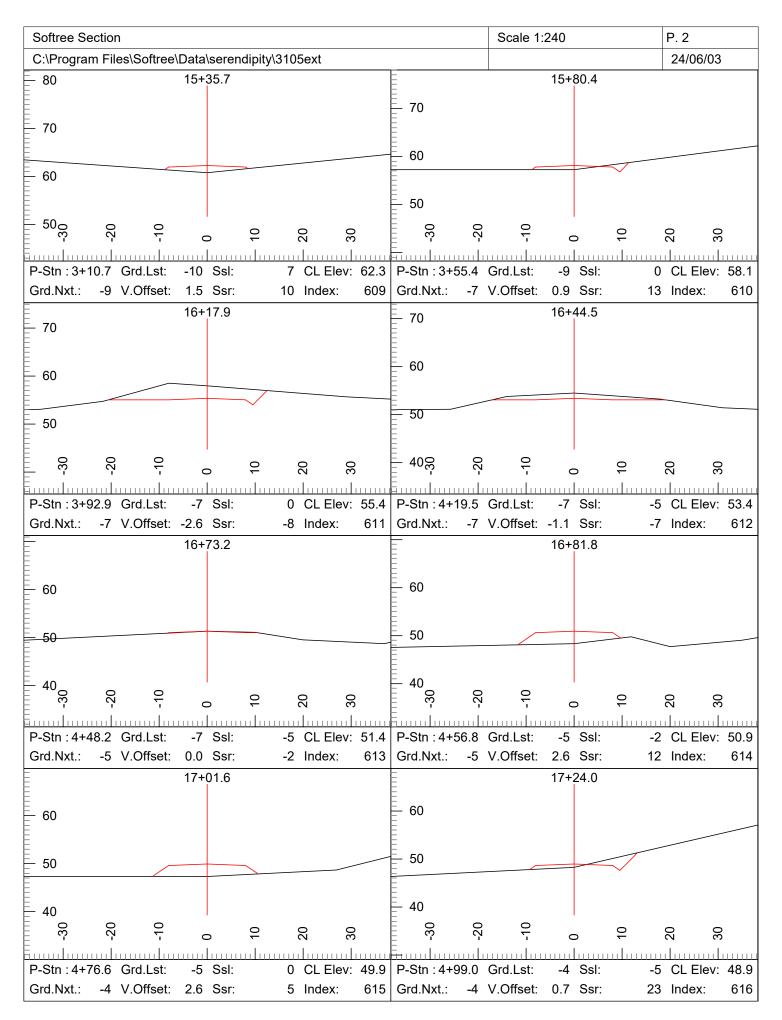


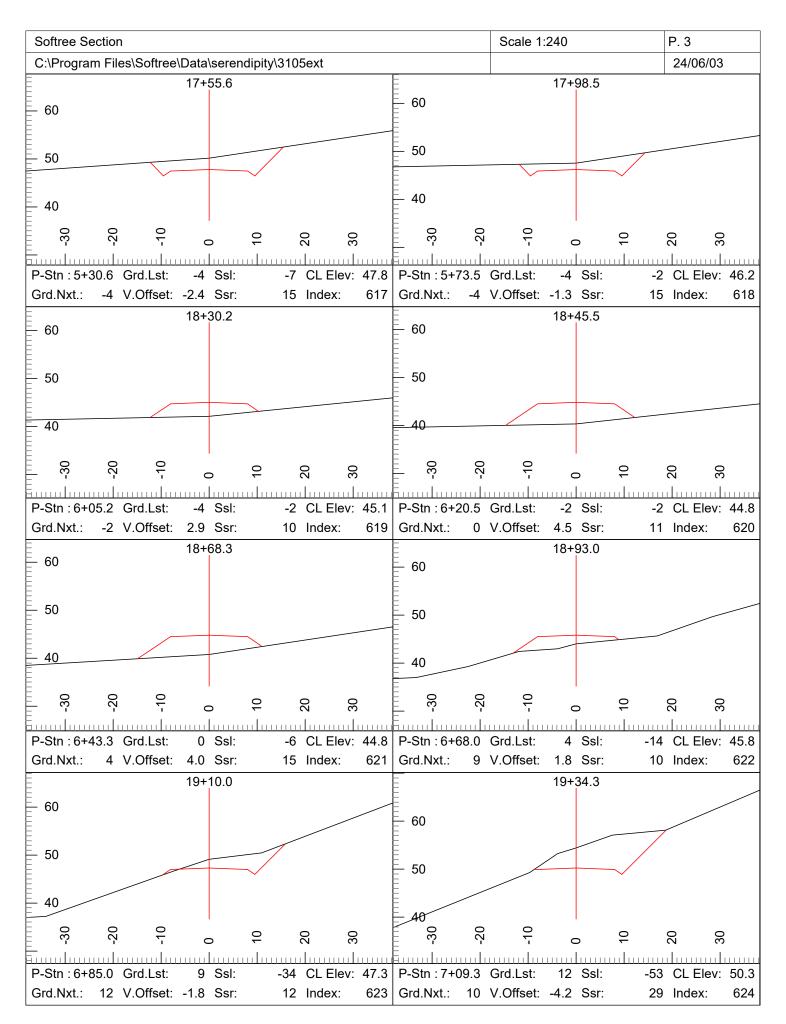


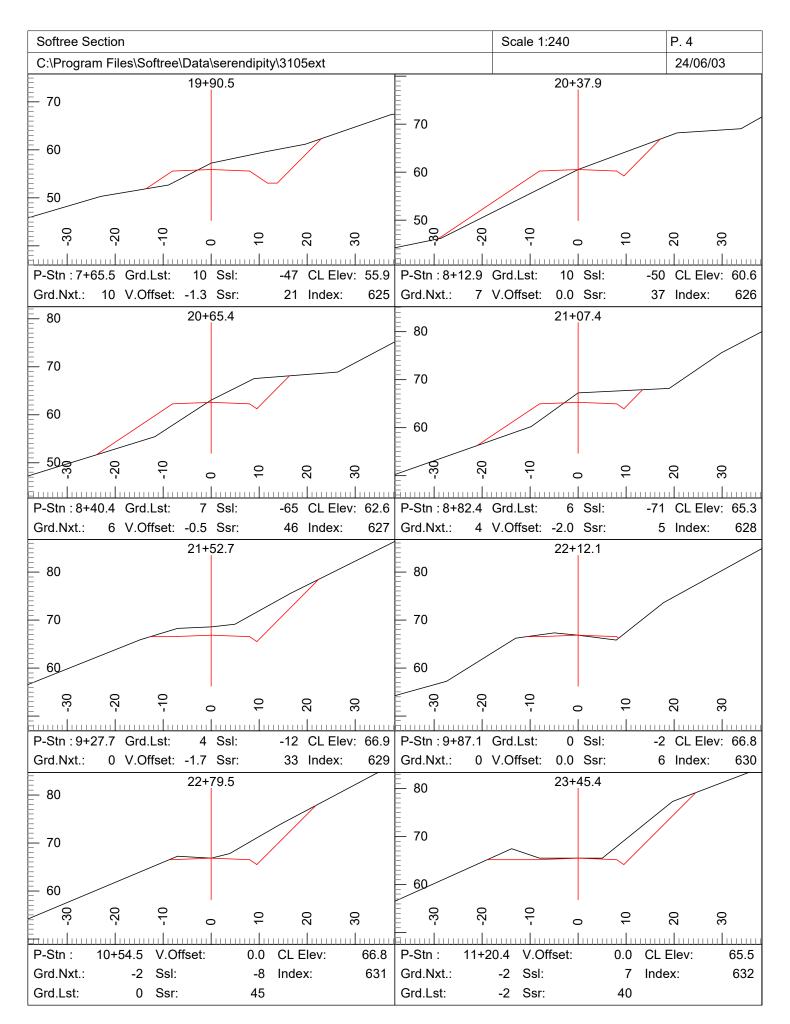


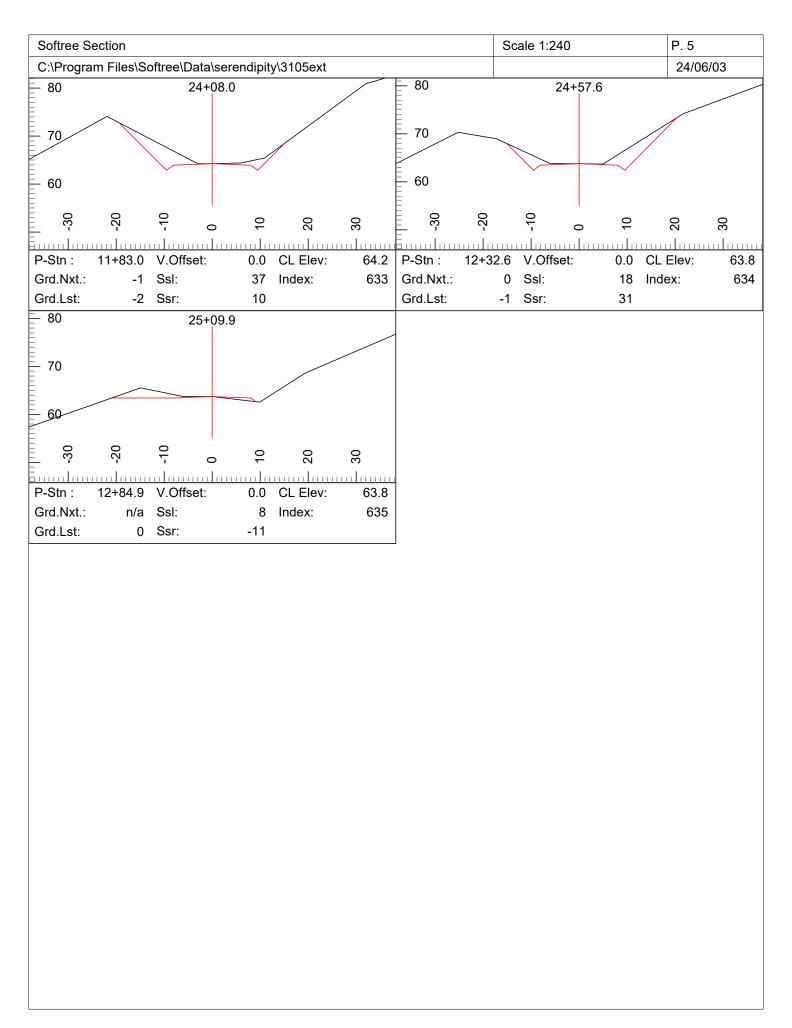


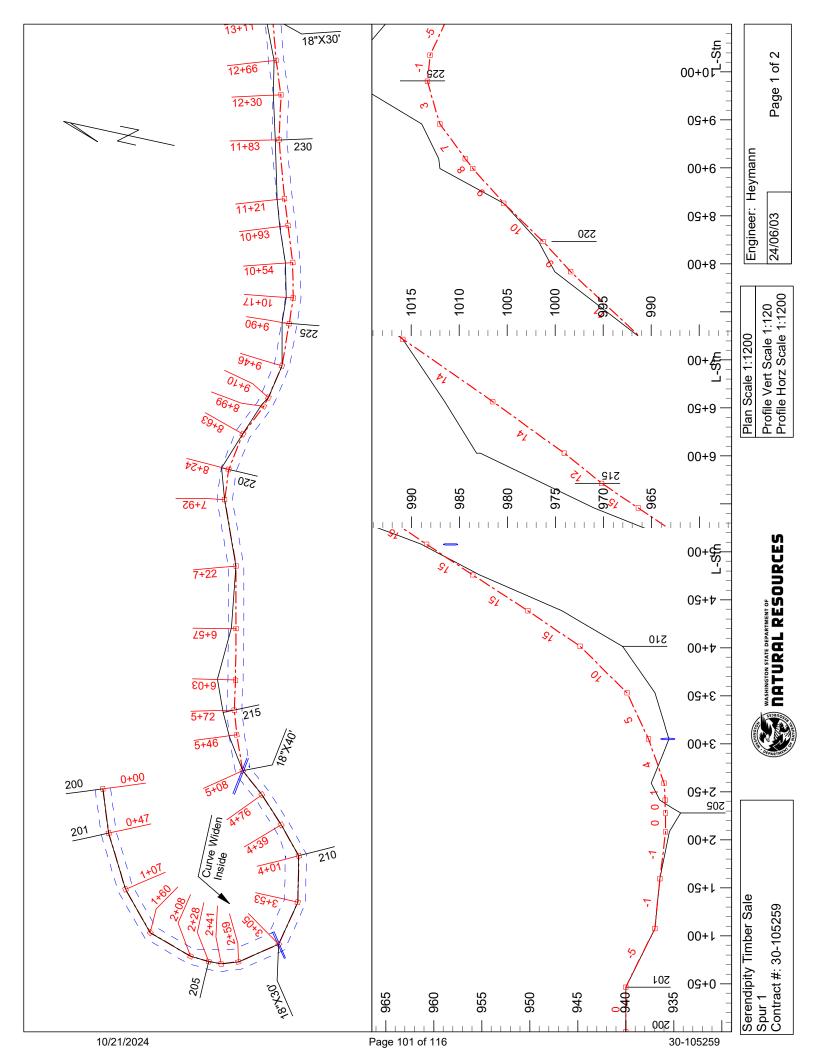


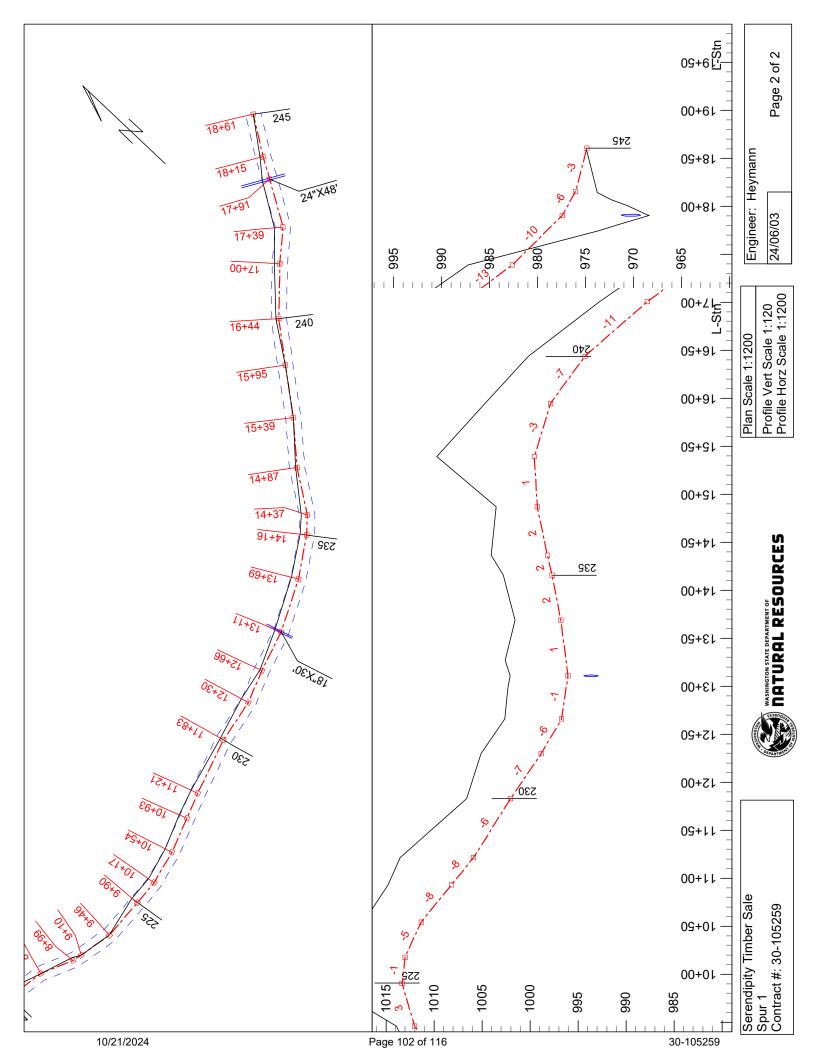


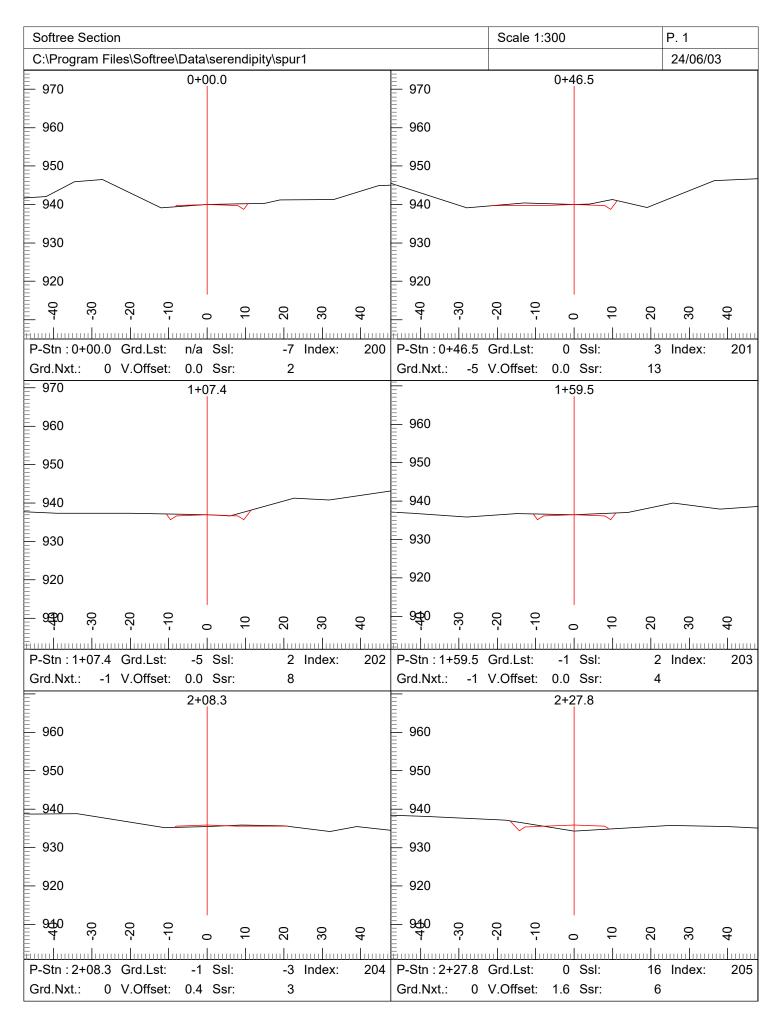


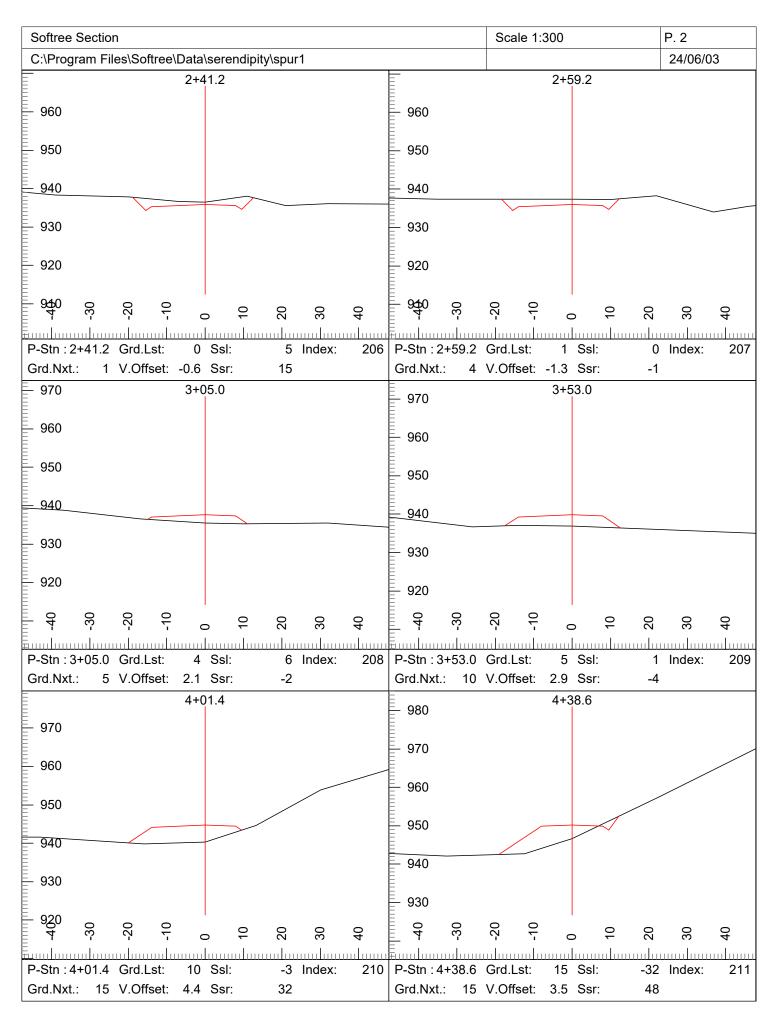


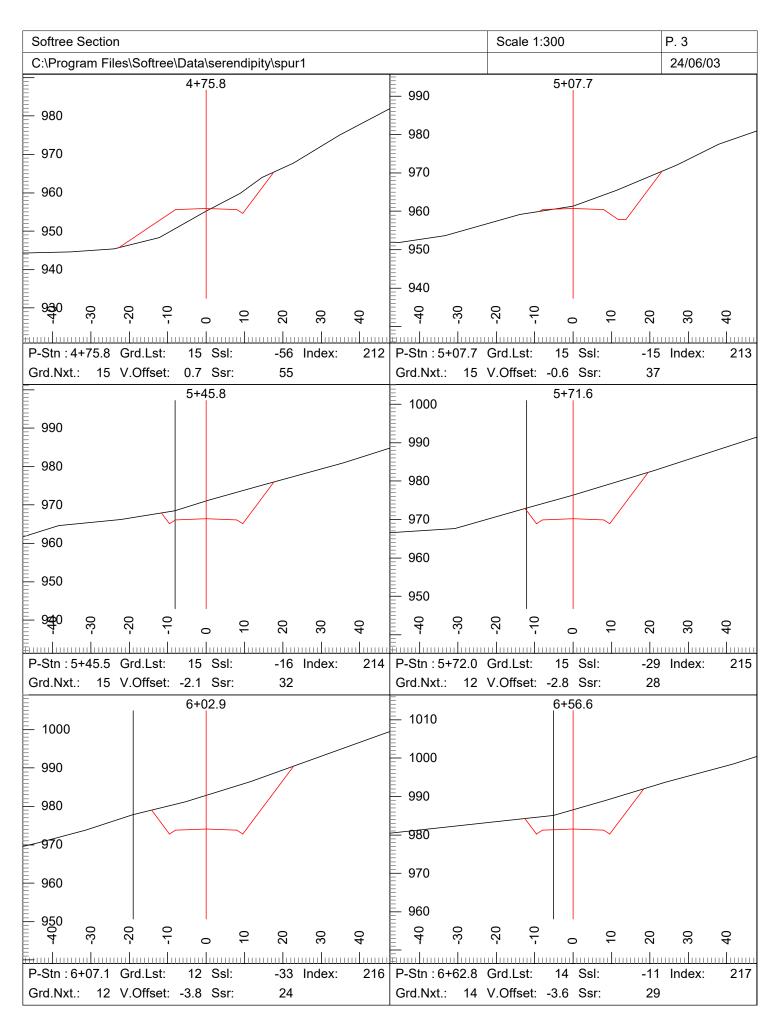


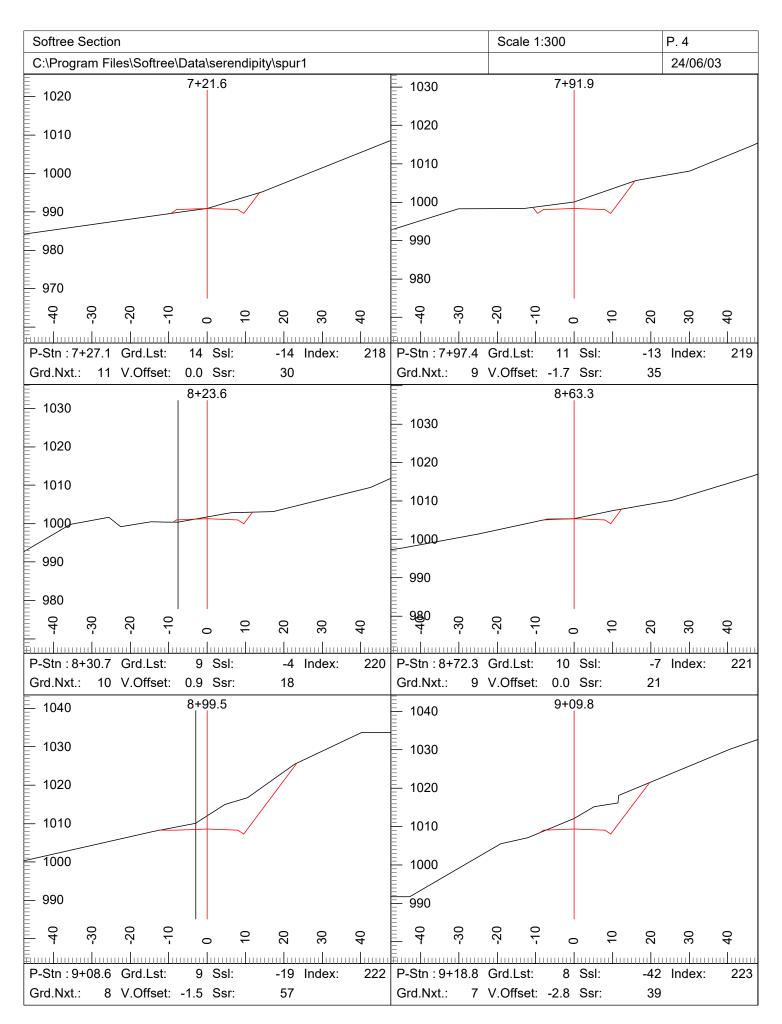


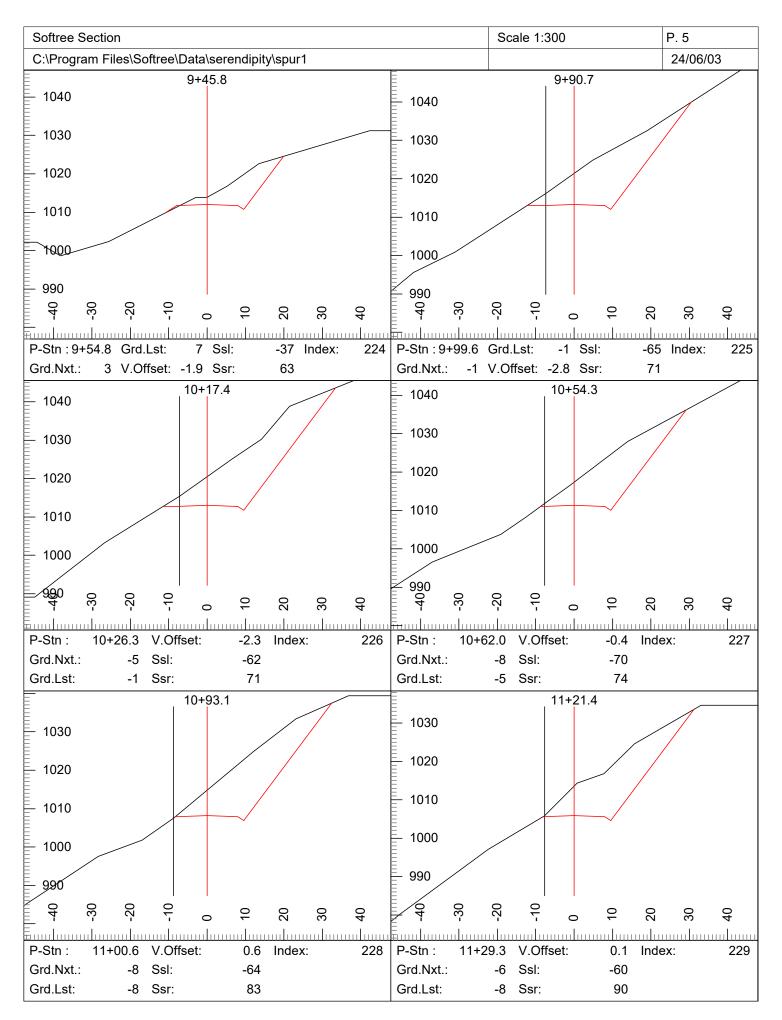


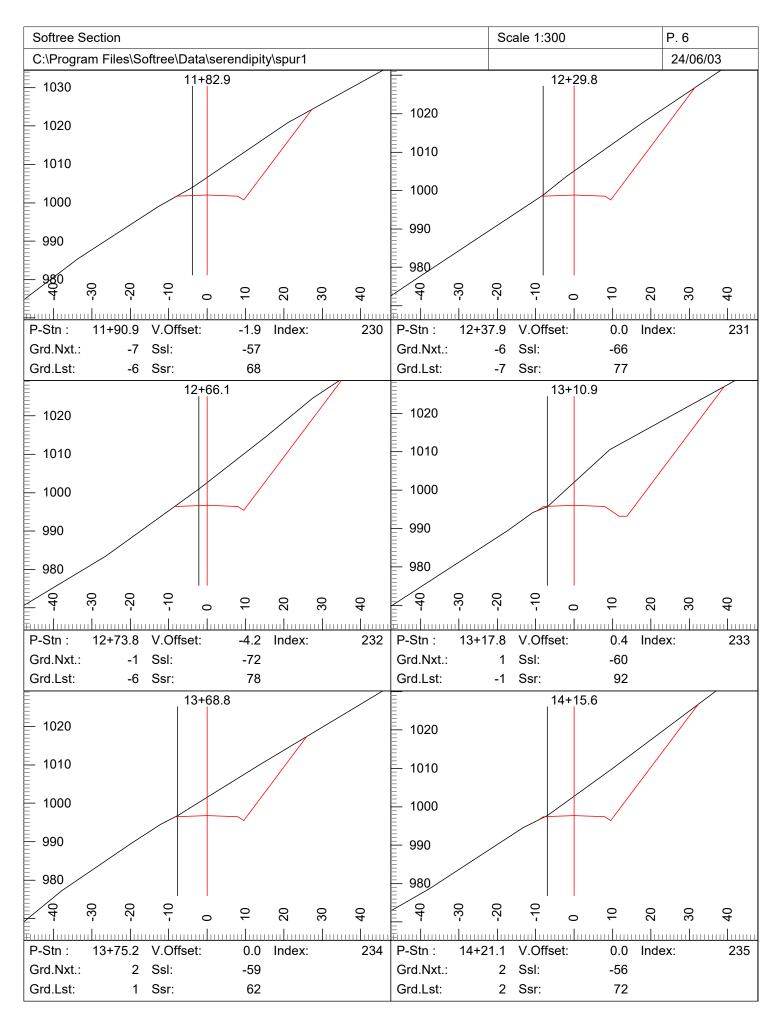


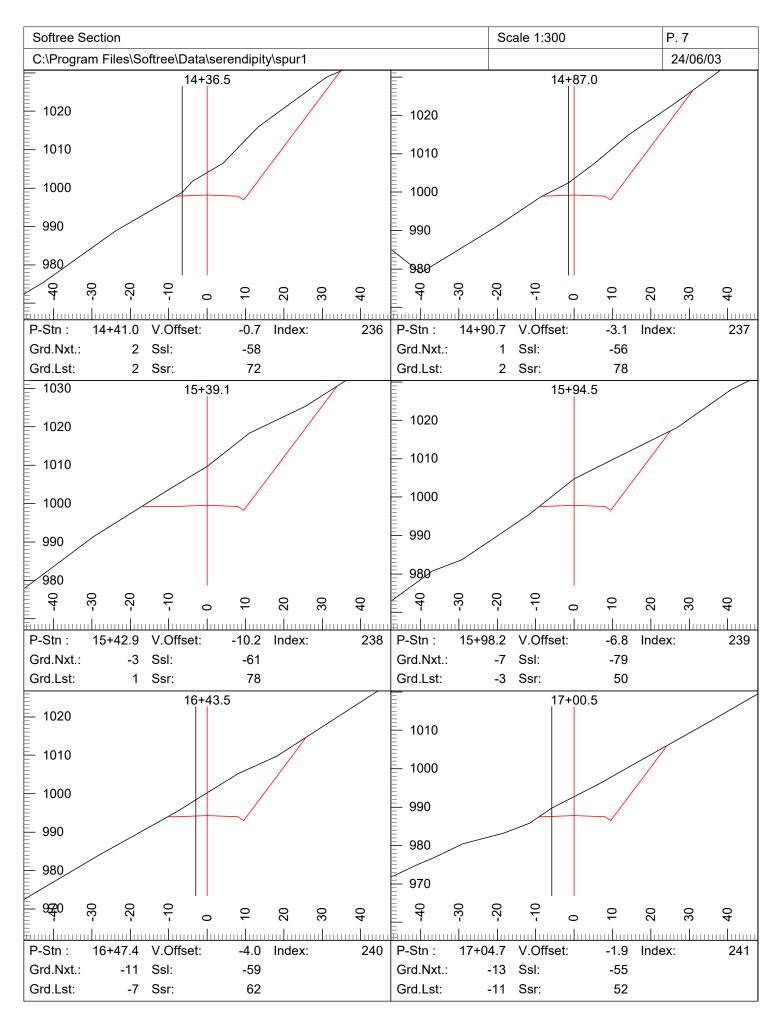


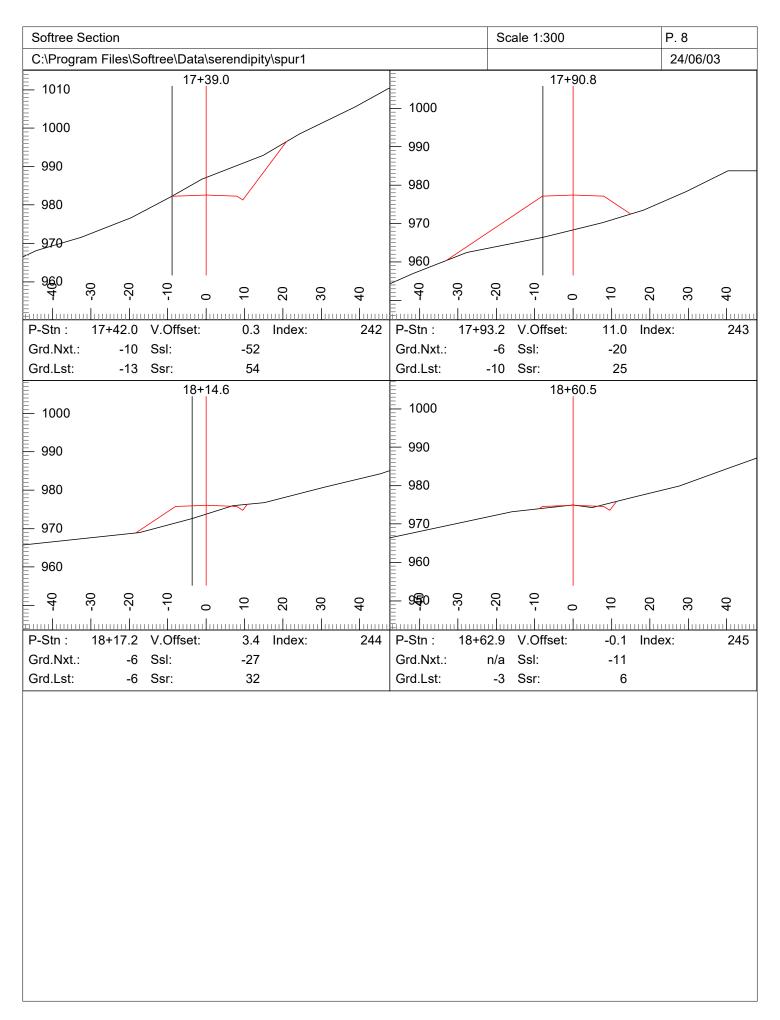


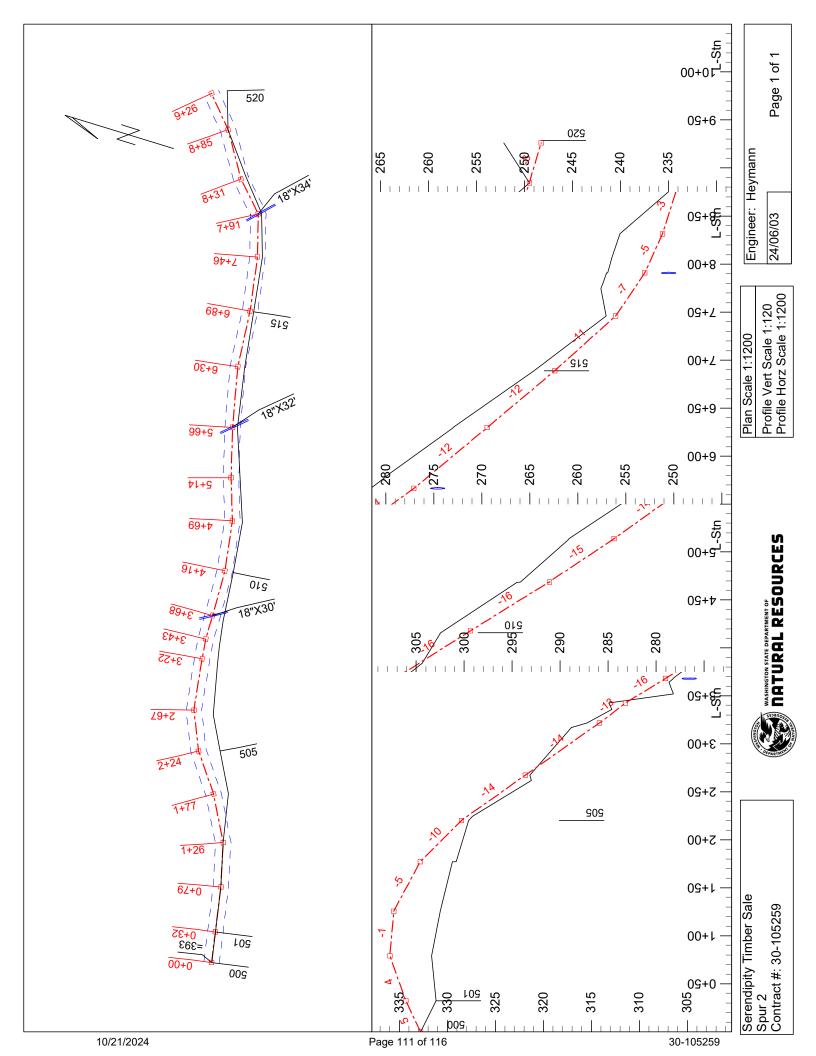


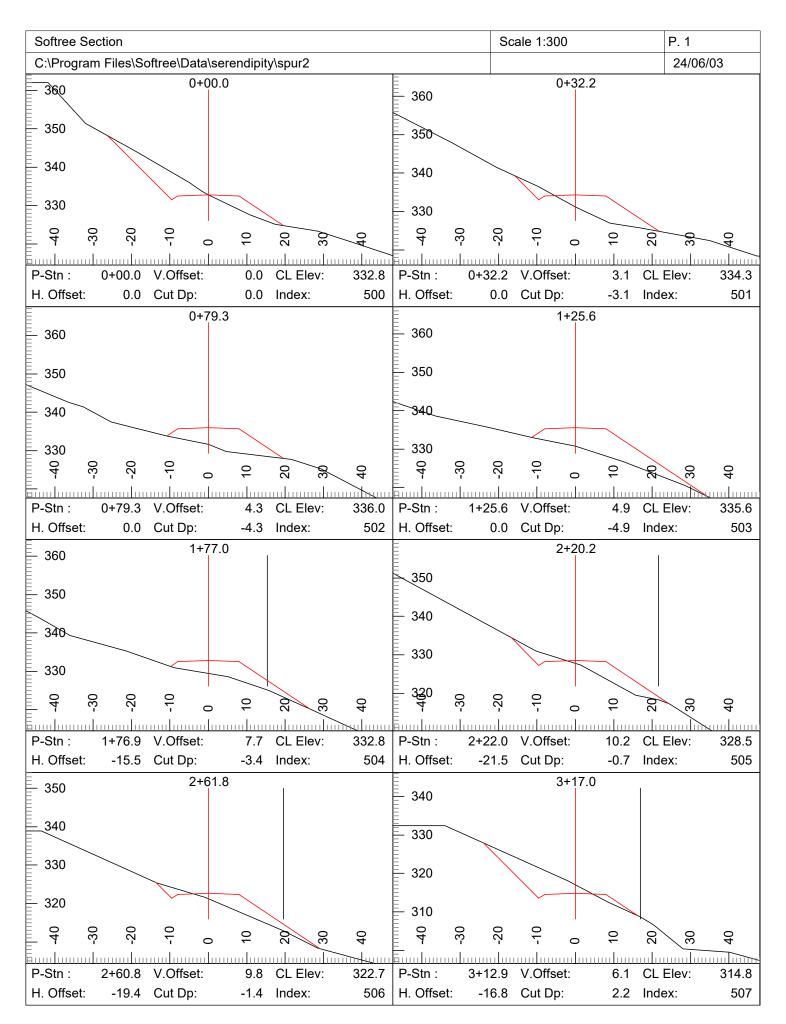


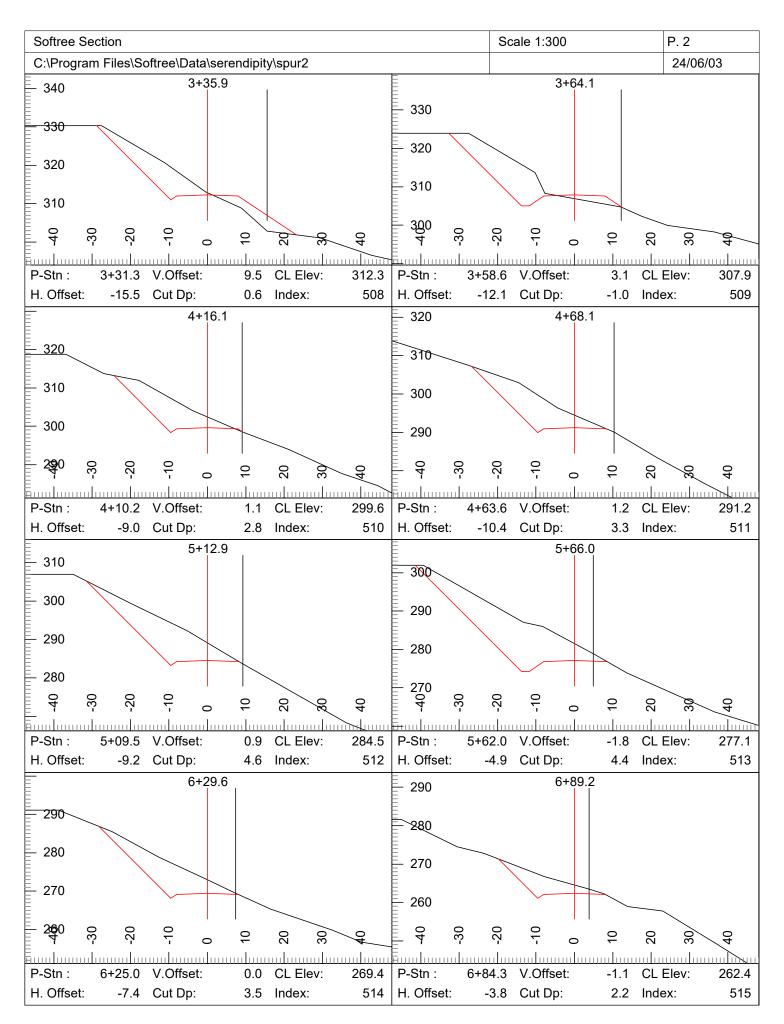


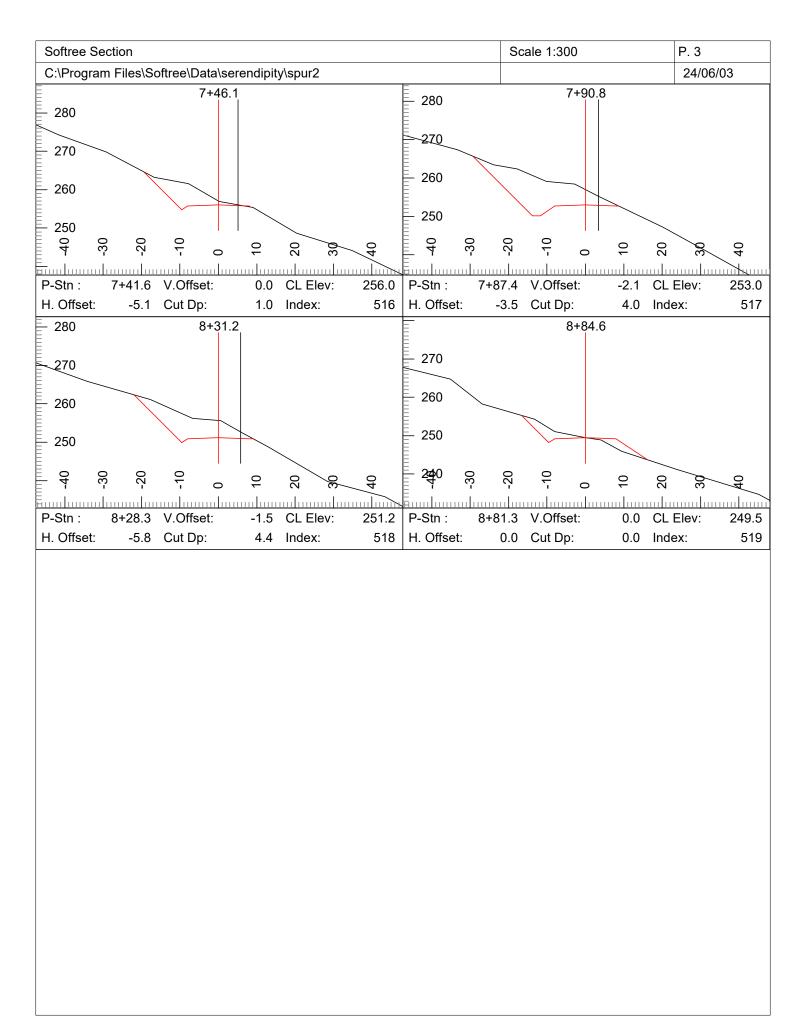












Legal Description: NW 1/4 SE1/4 Sec 1 T23N R04W

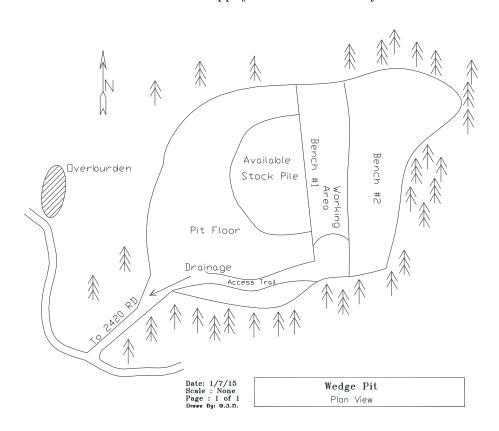
Rock Pit Name: Wedge Pit

# PIT DEVELOPMENT PLAN

1. Scatter root wads and organic debris larger than one cubic foot in volume as directed by the Contract Administrator.

- 2. A minimum stripping width of 20 feet must be maintained from all pit faces and at the termination of operations pit shall be left in said condition.
- 3. Pile all reject rock and overburden away from pit working area as shown.
- 4. Pit floor shall be sloped to allow drainage as shown. No ponding will be allowed.
- 5. Maximum face height shall not exceed 30 feet in height.
- 6. Pit face shall have a maximum backslope of 1/4:1.
- 7. Working bench width shall be a minimum of 25 feet.
- 8. At the completion of operations, Contractor shall request written approval from the Contract Administrator for final rock source condition and compliance with the terms of this plan
- 9. Quantity and Quality of ballast pit is not guaranteed by the State.

NW 1/4 SE 1/4 Section 1, Township 23 North, Range 4 West 10 Pointer T.S. App # 30-101106 County: Mason

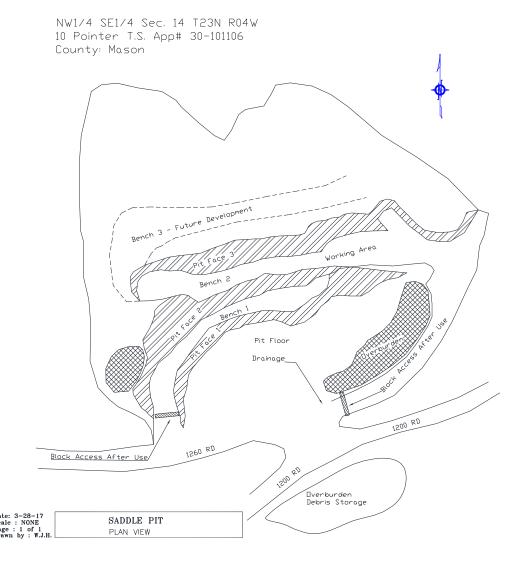


Legal Description: NW1/4 SW1/4 Sec 14 T23N R04W

Rock Pit Name: Saddle Pit

### PIT DEVELOPMENT PLAN

- 1. Scatter root wads and organic debris larger than one cubic foot in volume as directed by the Contract Administrator.
- 2. A minimum stripping width of 20 feet must be maintained from all pit faces and at the termination of operations pit shall be left in said condition.
- 3. Pile all reject rock and overburden away from pit working area as shown.
- 4. Pit floor shall be sloped to allow drainage as shown. No ponding will be allowed.
- 5. Maximum face height shall not exceed 30 feet in height.
- 6. Pit face shall have a maximum backslope of 1/4:1.
- 7. Working bench width shall be a minimum of 25 feet.
- 8. At the completion of operations, Contractor shall request written approval from the Contract Administrator for final rock source condition and compliance with the terms of this plan
- 9. Quantity and Quality of ballast pit is not guaranteed by the State.



# DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 01-09)

# Road Development Cost Estimate

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

REGION: South Puget Sound DISTRICT: Hood Canal

SALE/PROJECT NAME: Serendipity CONTRACT NUMBER: 30-105259

LEGAL DESCRIPTION: Sec 1&2 T23N R04W & Sec 6 T23N R03W

ROAD NUMBER:	1800 3100ext	3105ext		24 24 300	00
ROAD STANDARD:	Spur 1 Spur 2 Construction		Reconstruction	3100 3105 Pre/Post-haul maintenance	
NUMBER OF STATIONS:	137.51		0.00	500.97	
SIDESLOPE:	35-75%		0	25-50%	
CLEARING AND GRUBBING: \$30,616			\$0		
EXCAVATION AND FILL:	\$119,088		\$0		
MISC. MAINTENANCE:				\$11,272	
ROCK TOTALS (Cu. Yds.): Ballast: 2953	\$60,451		<b>\$</b> 0	\$0	
Surface: 0	\$0		\$0	\$0	
Riprap: 24	\$287		\$0	\$0	
CULVERTS AND FLUMES:	\$35,780		\$0	\$0	
STRUCTURES:	\$8,100		\$0	\$0	
GENERAL EXPENSES:	\$20,346		\$0	\$1,127	
MOBILIZATION:	\$6,400		\$0	\$6,400	
TOTAL COSTS:	\$281,067		\$0	\$18,800	
COST PER STATION:	\$2,044		\$0	\$38	
ROAD DEACTIVATION AND ABANDONMENT COSTS: \$13,903					
NOTE <sup>1</sup> : This appraisal has no allowance for profit and risk.  NOTE <sup>2</sup> : This appraisal does not account for optional rock.			TOTAL (All Roads) =	\$313,769	
: appraisar accom	opworum 100h		SALE VOLUME MBF =	2,250	
			TOTAL COST PER MBF =	= \$139.45	
				Date: 06/06	5/24

SALE NAME: **SERENDIPITY REGION:** South Puget Sound Region COUNTY(S): Mason ELEVATION RGE: 680-2120 **AGREEMENT#:** 30-105259 TOWNSHIP(S): T23R3W, T23R4W Charitable/Educational/Penal & Reformatory Instit. (6), Scientific School (10) TRUST(S): 123°6.5'W 1500 1400 3100 2423 Unit 1 47 acres 00 es **10** 16 ROW 0.3 acres 23 / Private <sup>24</sup>35-1 000\_800 All State Unless Otherwise Noted 1,000 PL-1 123°6.25'W 123°6.01'W 123°6.75'W 123°6.5'W - Cable Sale Boundary Tags Stream Type Harvest Unit Right of Way Tags Stream Break Ν Right-of-Way Harvest Timber Type Change Culvert Leave Tree Area ⊃ Existing Roads Landing - Proposed Non-Tradeable Leave Tree Area Required Pre-Haul Maintenance Leave Tree Area <1/4-acre Forested Wetland Optional Construction Non-Tradeable Leave Trees Wetland Mgt Zone Property Line Waste Area Riparian Mgt Zone Streams Survey Monument

Contours 40 ft

Tailhold Restriction Area

Prepared By: kfry490

SALE NAME: **SERENDIPITY REGION:** South Puget Sound Region COUNTY(S): Mason ELEVATION RGE: 680-2120 **AGREEMENT#:** 30-105259 TOWNSHIP(S): T23R3W, T23R4W Charitable/Educational/Penal & Reformatory Instit. (6), Scientific School (10) TRUST(S): 123°7.75'W 36 **USFS** 5 T24R04W 10 11 5 T23RÓ4W Unit 2 10 acres 8 Unit 5 2 acres Planted 2004 Unit 7 ROW 1,000 All State Unless Otherwise Noted ☐ Feet 123°7.5'W 123<sup>o</sup>8'W - Cable Sale Boundary Tags Stream Type Harvest Unit Right of Way Tags Culvert Ν Right-of-Way Harvest Timber Type Change Landing - Proposed Riparian Mgt Zone ⊃ Existing Roads Leave Tree Area <1/4-acre Tailhold Restriction Area Required Pre-Haul Maintenance Waste Area Optional Construction Survey Monument Property Line Streams Contours 40 ft

Prepared By: kfry490

SALE NAME: **SERENDIPITY REGION:** South Puget Sound Region **AGREEMENT#:** 30-105259 COUNTY(S): Mason **ELEVATION RGE: 680-2120** TOWNSHIP(S): T23R3W, T23R4W Charitable/Educational/Penal & Reformatory Instit. (6), Scientific School (10) TRUST(S): 123°9.25',W 123°9'W 2200 USFS 2464 Unit 3 2000 58 acres 1800 1600 7Spur 2 1800 Unit 4 **ROW** 0.7 acres USFS 24 **Private** 1,000 500 All State Unless Otherwise Noted ☐ Feet 123°9'W 123°9.5'W 123°9.25'W - Cable Sale Boundary Tags Stream Type Harvest Unit × Special Mgmt Area Stream Break Ν Right-of-Way Harvest Right of Way Tags Culvert Leave Tree Area ⊃ Existing Roads Landing - Proposed Non-Tradeable Leave Tree Area Required Pre-Haul Maintenance Leave Tree Area <1/4-acre Riparian Mgt Zone **Optional Construction** Non-Tradeable Leave Trees Tailhold Restriction Area Property Line Structure Streams Waste Area Contours 40 ft Survey Monument

Modification Date: kfry490 10/28/2024

From the United States to the Cooperator (State of Washington)

### EASEMENT

THIS EASEMENT, dated this 4th day of February, 1976, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor", to Department of Natural Resources, an agency of the State of Washington, hereinafter called "Grantee",

#### WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Mason, State of Washington and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of reciprocal rights of way received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises", over and across the following described lands in the County of Mason, State of Washington:

Lake Cushman Road #245 and 245.1 Twp. 23 N, Rge. 4 W; W.M. (Surveyed)

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APPEN YMET
F(*)
                 Section 7: N-1/2 SE-1/4
 WIN, RUAL ESTATE
                 Section 8; NE-1/4 SW-1/4, S-1/2 SW-1/4, NW-1/4 SE-1/4 and SE-1/4 SE-1/4
   ENCISE TAX
                 Section 9; NE-1/4 NE-1/4, S-1/2 NE-1/4, NE-1/4 SW-1/4, SW-1/4 SW-1/4,
EX .. PT
                             and NW-1/4 SE-1/4
                 Section 10; N-1/2 N-1/2
      .. 1976
                 Section 3; SE-1/4 SE-1/4
                 Section 2; NE-1/4 SW-1/4, S-1/2 SW-1/4, N-1/2 SE-1/4 and SW-1/4 SE-1/4
JOHN - COLE
                 Section 1; SW-1/4 NE-1/4, S-1/2 NW-1/4, and N-1/2 SW-1/4
Treas., . . . . County
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Twp. 23 N, Rge. 3 W; W.M. (Surveyed)

Section 6; NW-1/4 NW-1/4

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Twp. 24 N, Rge. 3 W; W.M. (Surveyed)

Section 31; Govt. Lots 9, 10, 12, 13, and 14

Section 32; NE-1/4 SW-1/4, S-1/2 SW-1/4, N-1/2 SE-1/4, and SE-1/4 SE-1/4

Section 33; N-1/2 S-1/2, SW-1/4 SW-1/4, and SE-1/4 SE-1/4

Section 34; W-1/2 SW-1/4, Govt. Lots 3 and 4
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Big Creek 3 Road #245B
    Twp. 23N., Rge. 4W., W.M. (Surveyed)
      Section 9; SW-1/4 SW-1/4
Phoenix Road #248 and 248.1
    Twp. 24N., Rge. 3W., W.M. (Surveyed)
     Section 33; SW-1/4 NW-1/4 and N-1/2 SW-1/4
     Section 32; N-1/2 NE-1/4 and SE-1/4 NE-1/4
     Section 29; E-1/2 NE-1/4, E-1/2 SW-1/4 and SE-1/4
     Section 28; N-1/2 NW-1/4
     Section 21; N-1/2 NW-1/4, SE-1/4 NW-1/4,
                  S-1/2 SW-1/4, NE-1/4 SW-1/4 and W-1/2 SE-1/4
     Section 16; SW-1/4 NW-1/4 and W-1/2 SW-1/4
     Section 17; SE-1/4 NE-1/4
     Section 8; SW-1/4 SW-1/4
     Section 7; NW-1/4 SE-1/4 and S-1/2 SE-1/4
Big Creek Road #2419
    Twp. 23N., Rge. 4W.; W.M. (Surveyed)
      Section 9: NE-1/4 NE-1/4
Nettleton Road #2441
    Twp. 23N., Rge. 4W., W.M. (Surveyed)
      Section 1; SE-1/4 NW-1/4
    Twp. 24N., R. 4W., W.M. (Unsurveyed)
      Section 36; S-1/2 NW-1/4, N-1/2 SW-1/4, SE-1/4 SW-1/4 and W-1/2 SE-1/4
      Section 35; W-1/2 NE-1/4, SE-1/4 NE-1/4 and NE-1/4 SE-1/4
      Section 26; SE-1/4
Boundary D Road #2441D
    Twp. 24N., Rge. 4W., W.M. (Unsurveyed)
      Section 36; S-1/2 NE-1/4 and NW-1/4 SE-1/4
Hilligoss Road #2469
    Twp. 24N., Rge. 4W., W.M. (Unsurveyed)
      Section 26; N-1/2 SE-1/4 and SE-1/4 SE-1/4
      Section 35; NE-1/4 NE-1/4
      Section 36; NW-1/4 NE-1/4, N-1/2 NW-1/4 and SW-1/4 NW-1/4
      Section 25; SE-1/4 NE-1/4 and SE-1/4
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The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

Said "premises" shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleated equipment shall not be used on surfaced roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in Olympic National Forest Road Right-of-Way Construction and Use Agreement dated September 23, 1968, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000 for injury or death to one person, \$300,000 for injury or death to two or more persons, and \$100,000 for damage to property.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

- 1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use use of the road.
- 2. The right alone to extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
- 3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.

4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Olympic National Forest Road Right-of-Way Construction and Use Agreement dated September 23, 1968, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including but not limited to reconstruction and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service, may terminate this easement or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above mentioned, the Delegation of Authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, effective June 6, 1973, (38 F.R. 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1968 (33 F.R. 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, (30 F.R. 5647), the provisions of which have been complied with), on the day and year first above written.

UNITED STATES OF AMERICA

FILED\_\_\_\_FILED\_\_ AUDITOR PLASON COUNTY BUT E. BOYSEN

Regional Forester Forest Service

Department of Agriculture

\*76 MAR

REQUEST OF

State of Wash. Sipt of Natural Besources Olympia Win. 98504

STATE OF OREGON SS COUNTY OF MULTNOMAH )

On the 4th day of February, 1976,
before me, a Notary Public within and for said State, personally
appeared Robert M. Beeman , actin
Regional Forester, Forest Service, Department of Agriculture,
and the same person who executed the within and foregoing
instrument, who being by me duly sworn according to law, did
say that he is the Acting Regional Forester,
Forest Service, Department of Agriculture, and that said
instrument was signed in behalf of the United States of America
by its authority duly given and by him delivered as and for
its act and deed. And he did further acknowledge that he
executed said instrument as the free act and deed of the
United States of America, for the purposes and consideration
herein mentioned and set forth, and I do hereby so certify.

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

My commission expires 10-23-78