

Washington DNR Timber Sales Program

Updated information is being provided for Matador Timber Sale #30-105210 documents as follows:

**Documents amended:**

<b>Brief Description</b>	<b>DATE</b>	<b>Initials</b>
<b>Timber Notice of Sale</b> Notification of current legal appeal.	2/11/2025	AKM
<b>Timber Sale Contract</b> Clause G-060 – Added notification of current legal appeal. Clause G-450 – Added list of encumbrances.	2/11/2025	AKM
<b>Document added</b> – Notice of Legal Appeal letter	2/11/2025	AKM



**DEPARTMENT OF NATURAL RESOURCES**

**PRODUCT SALES & LEASING DIVISION**

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OLYMPIA, WA 98504-7014

**360-902-1600**

[WWW.DNR.WA.GOV](http://WWW.DNR.WA.GOV)

**To: Prospective Purchasers of Matador Timber Sale**

**From: Michael Kearney, Product Sale & Leasing Division Manager**

**Subject: Notice of Legal Appeal**

**Date: February 7, 2025**

This letter is to ensure you are aware that the **Legacy Forest Defense Coalition** filed a legal appeal on the **Matador** Timber Sale (**Agreement No. 30-105210**) and associated environmental review and complaint seeking declaratory judgment. Language about the lawsuit has been added to the Notice of Sale.

**The appeal requests:**

- An order invalidating the decision to approve the **Matador** project for auction,
- An order invalidating the SEPA Determination of Non-Significance as violating SEPA,
- A declaration that the **Matador** project could have probable, significant adverse impacts to the environment, necessitating preparation of an Environmental Impact Statement,
- An order requiring DNR to stop all harvest on the **Matador** project,
- An order requiring DNR to mitigate for any and all impacts of the **Matador** timber sale if forest practices are carried out prior to requested relief before this Court or on review in the court of appeals,
- An order granting Appellant its costs and attorneys' fees,
- Any other relief that the Court deems just and proper

The lawsuit was filed with **Thurston** County **Superior** Court as **Case No. 25-2-00433-34**.

**Please consult an attorney before bidding on this sale if you have questions about the risk associated with the lawsuit.**

Notice of the appeal will be shared again verbally prior to auction of the sale on **March 25, 2025**.

**Please be aware:**

- Appellants have informed DNR of its intent to seek a temporary restraining order and/or preliminary injunction as to the structurally complex forest stands in each appealed timber sale should any prep work, road building, logging, or hauling of structurally complex stands be set to occur before each case can be resolved by the court on the merits.
- Your bid on the **Matador** timber sale, and your operations under the contract, will be conducted with the acknowledgment that the court could order DNR to shut down your operations.
- The State is not responsible for legal actions filed by third-parties that may affect the operability of timber sales.
- The purchaser assumes the risk of loss for any costs, damages, or business expectations related to this resulting from such legal action.
- The standard 10-day confirmation period applies as with all DNR timber sales.

DNR values our customers and wanted to ensure you are informed of the situation prior to auction.



TIMBER NOTICE OF SALE

SALE NAME: MATADOR

AGREEMENT NO: 30-105210

AUCTION: March 25, 2025 starting at 10:00 a.m., COUNTY: Thurston South Puget Sound Region Office, Enumclaw, WA

SALE LOCATION: Sale located approximately 10 miles west of Olympia, WA.

PRODUCTS SOLD AND SALE AREA:

All timber, except trees bounded out by yellow Leave Tree Area tags, marked with a band of blue paint or a double band of red paint, 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, property line marked with white Carsonite posts, and the B-8300 Road in Unit #1; white Timber Sale Boundary tags, BPA right-of-way and Williams Northwest Pipeline right-of-way, and property line with marked white Carsonite posts in Unit #2;

All timber bounded by orange Right of Way Boundary tags, except that title to the timber within the Right of Way Boundary tags is not conveyed to the Purchaser unless the associated B-8310 Road is actually constructed, in Unit #3.

All forest products above located on part(s) of Sections 21 and 22 all in Township 18 North, Range 3 West, W.M., containing 142 acres, more or less.

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227) and FSC 100% raw materials under the Forest Stewardship Council® Standard (cert no: BV-FM/COC-080501).

ESTIMATED SALE VOLUMES AND QUALITY:

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

MINIMUM BID: \$2,964,000.00 BID METHOD: Sealed Bids

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

EXPIRATION DATE: October 31, 2027 ALLOCATION: Export Restricted

BID DEPOSIT: \$296,400.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Harvesting activities are estimated to be 43 percent uphill cable, 8 percent downhill cable, and 49 percent ground based harvest. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 55 percent or less, all other ground based equipment limited to tracked equipment and 6-



## TIMBER NOTICE OF SALE

wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires on sustained slopes that are 45 percent or less. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.

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

### **ROADS:**

56.70 stations of optional construction. 352.34 stations of required prehaul maintenance. 292.75 stations of required post-haul maintenance. 29.60 stations of abandonment, if constructed. Purchaser maintenance on the B-8300, B-8400, B-8431, B-8430, B-8410, B-8310, B-8411, B-8340, B-8370, and B-8390 roads. Designated maintenance on all other roads used.

Rock for this proposal may be obtained from the State owned Perry Creek Quarry or any commercial rock source at the Purchaser's expense. See Section 6 and the Rock List in the Road Plan.

All road work activities will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authority to do so is granted, in writing, by the Contract Administrator. If permission is granted to operate from November 1 to April 30, a maintenance plan may be required per Road Plan clause 1-26.

The hauling of forest products will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authorized in writing by the Contract Administrator. If permission is granted to operate from November 1 to April 30, preventative measures may be required to protect water, soil, roads and other forest assets.

### **ACREAGE DETERMINATION**

**CRUISE METHOD:** Unit acreage was determined by traversing boundaries by GPS in all units, and length times width for existing road in Unit #1. GPS data files are available at DNR's website for timber sale auction packets. See cruise narrative for cruise method.

**FEES:** \$123,896.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:** The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the Matador Timber Sale (Agreement No. 30-105210 to Thurston County Superior Court, case No. 25-2-00433-34. Please consult an attorney before bidding on this sale if you have questions about the risk of impacts to operability under the contract. To ensure this information reaches prospective bidders, we will allow a 2-minute opportunity to remove any submitted bids for Matador Timber Sale before opening the envelopes.

This sale contains high quality Douglas-fir sawlogs and poles. See Cruise for details.

Sale area may be inaccessible due to snow intermittently from late November through March. If necessary, plowing may be permitted with an approved snow plowing agreement per Road Plan clause 1-33. Contact Sam Lake at (360) 628-3868 for current road conditions.

Purchaser shall cut all hardwood and conifer stems 6 feet tall or greater within Units #1 and #2, leaving a stump no more than 12 inches in height.



## TIMBER NOTICE OF SALE

Yarding may be difficult in Unit #2 due to the location of utility right-of-way. Downhill cable yarding may be necessary in parts of the unit.

Unit #1 contains approximately 3 acres of 20-year-old Douglas-fir and little to no merchantable timber in the southeastern corner of the unit. All trees greater than 6 feet in height are required to be cut, as stated in contract clause H-250.

Trees banded with orange paint in Units #1 and #2 protect monumented survey corners and are to be high-stumped per contract clause H-141.

One tree within the clearing limits of the B-8411 Road inside Unit #2 is marked with 2 bands of red paint. This tree may be felled, if needed for road construction, and if felled, must remain on-site and be placed outside the road prism.

Trees may not be used for tailholds within tailhold restriction areas adjacent to units or within non-tradeable leave tree areas inside the units to protect areas of potentially unstable slopes per clause H-141.

Tailholds may be necessary on private property adjacent to the harvest units. 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.

Gates located on the B-8300 and B-8400 roads are to remain locked at all times except during periods of active haul.

This sale includes activities in close proximity to, and in some cases over, underground natural gas pipeline and overhead transmission lines.

Trees are to be felled away from the powerlines.

Purchaser must notify BPA and the Contract Administrator a minimum of 7 calendar days prior to any timber harvest in Unit #2.

Williams Northwest Pipeline and the Contract Administrator must be notified a minimum of 7 calendar days in advance of work within two tree lengths of the pipeline in Units #1 and #2.

There is new road construction across an underground natural gas pipeline in Units #1 and #2. Williams Northwest Pipeline and the Contract Administrator must be contacted a minimum of 7 calendar days prior to roadwork activities, including abandonment, on the B-8310, B-8340, B-8370, B-8390, and B-8411 roads, and a Williams Northwest representative must be onsite when the roads are constructed and abandoned.

No timber shall be felled onto, no timber shall be decked on, and no equipment shall park on the gas pipeline right-of-way.

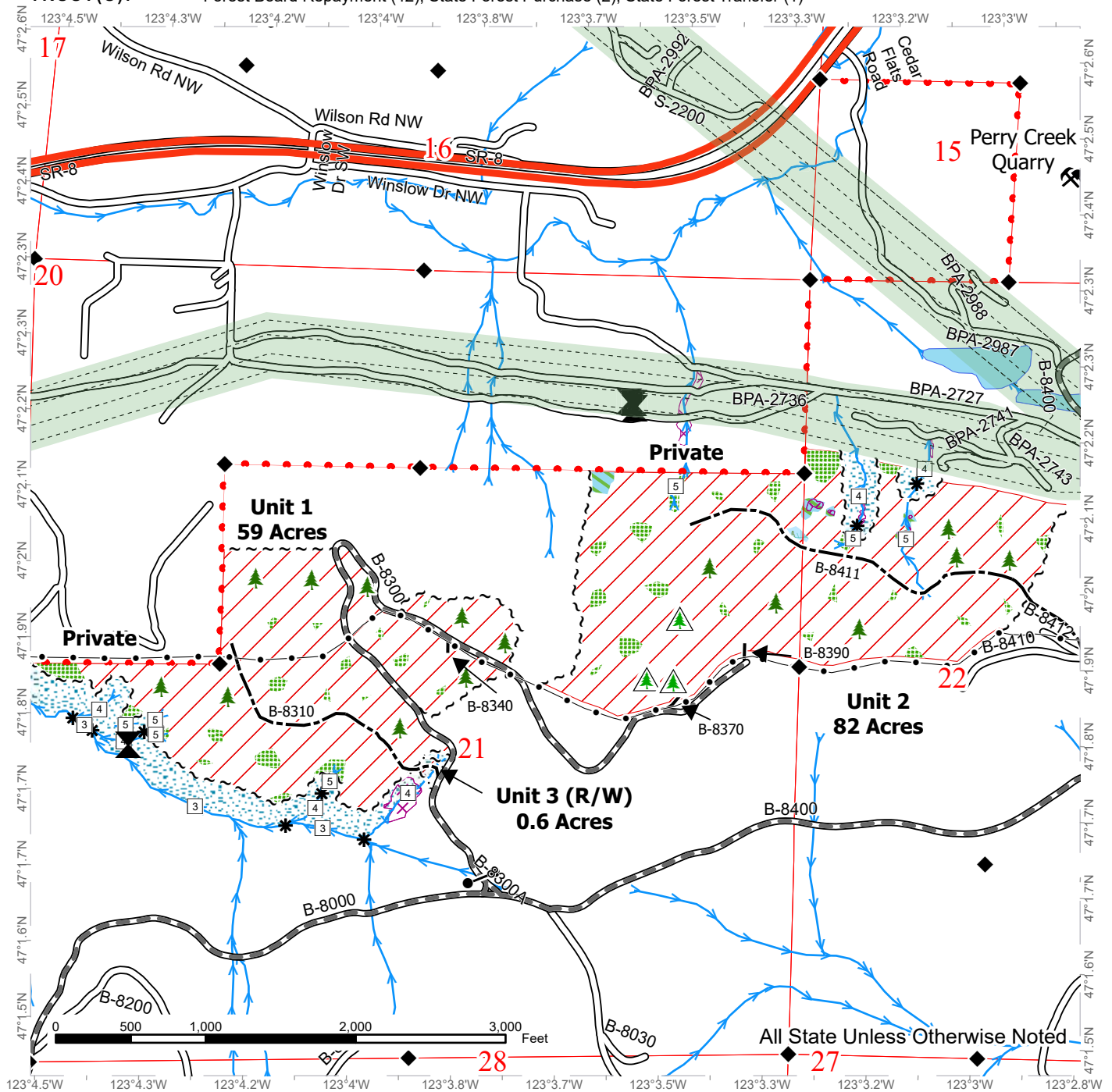
Note to cruisers and appraisers: Please refrain from leaving pink, orange or blue flagging from your cruises in or around the sale area to avoid confusion with DNR's marking. Additionally, for the safety of the public, please remove from roads all string from string boxes used during appraising or cruising 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 Sam Lake at (360) 628-3868.

# TIMBER SALE MAP

**SALE NAME:** MATADOR  
**AGREEMENT #:** 30-105210  
**TOWNSHIP(S):** T18R3W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 640-1800



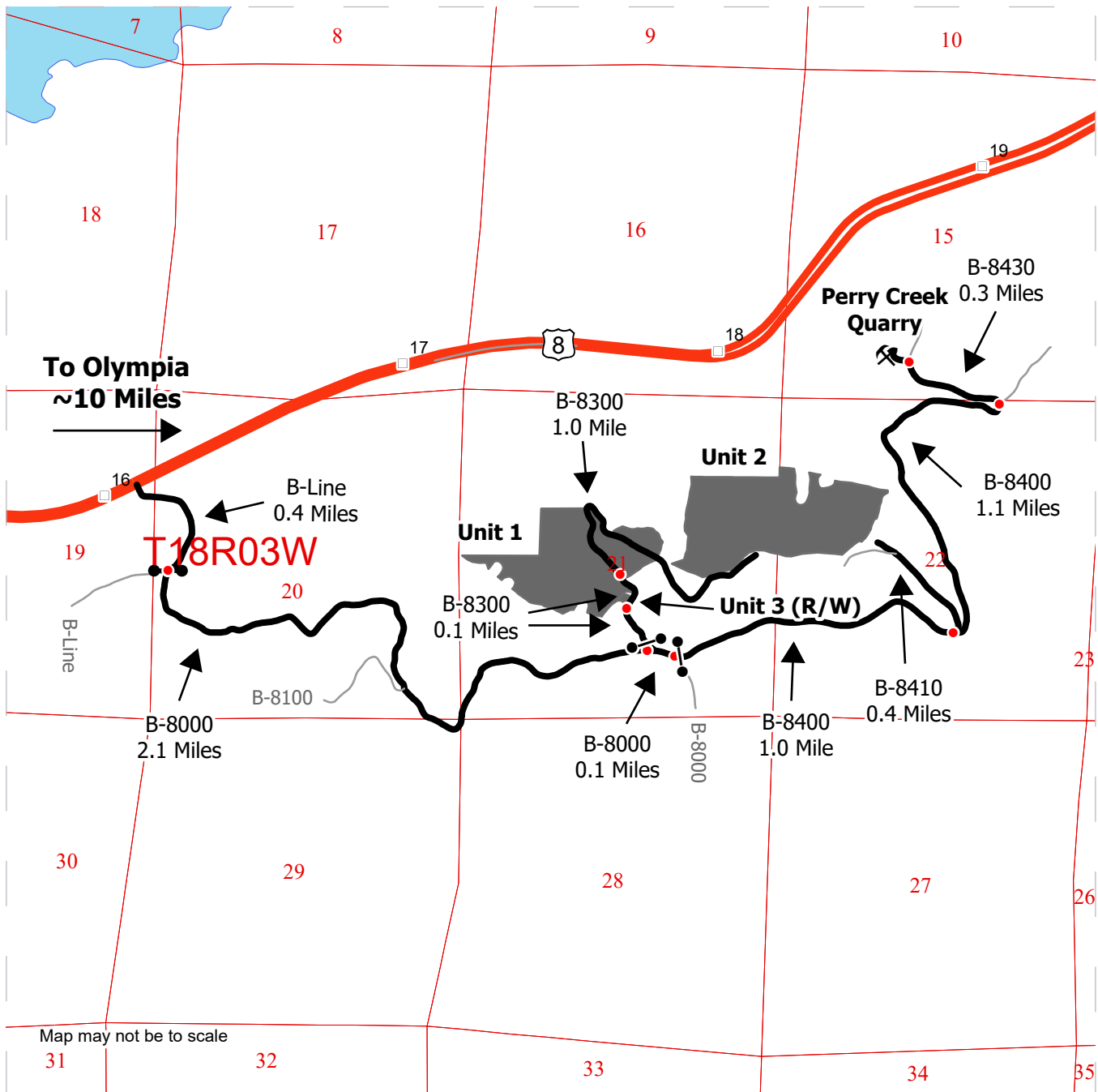
Sale Area	Stream Type Break	Non-Tradeable Leave Trees
Sale Boundary Tags	Survey Monument	Tailhold Restriction Area
Right of Way Tags	Non-Tradeable Leave Tree Area	Rock Pit
Property Line	Leave Tree Area	Pipeline
Existing Roads	Riparian Mgt Zone	BPA Corridors
Required Pre-Haul Maintenance	Forested Wetland	BPA Transmission Lines
Optional Construction	Tailhold Restriction Area	
Streams	Gate	
Stream Type	Leave Tree Area <1/4-acre	



# DRIVING MAP

SALE NAME: MATADOR  
 AGREEMENT#: 30-105210  
 TOWNSHIP(S): T18R3W  
 TRUST(S): Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 640-1800



Map may not be to scale

- Timber Sale Unit
- Haul Route
- Other Road
- Highway
- Milepost Markers
- Distance Indicator
- Gate (Master H-957)
- Rock Pit

**DRIVING DIRECTIONS:**

From US Highway 8 (east of milepost 16), turn south onto the B-Line and travel 0.4 miles. Turn left onto the B-8000 and continue through the gate. Continue 2.1 miles. For Units 1, 2, and 3 (R/W), turn left onto the B-8300 and continue through the gate (Master H-957). Travel 0.1 miles to Unit 3 (R/W), then travel another 0.1 miles for Unit 1. For Unit 2, continue an additional 1.0 mile.

For Perry Creek Quarry, continue 0.1 miles on the B-8000 from the B-8000/B-8300 junction, then turn left onto the B-8400. Continue through the gate (Master H-957) and travel 2.1 miles on the B-8400. Turn left onto the B-8430, then continue 0.3 miles to reach Perry Creek Quarry.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

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

**Export Restricted Lump Sum AGREEMENT NO. 30-105210**

**SALE NAME: MATADOR**

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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



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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on March 25, 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 bounded out by yellow Leave Tree Area tags, marked with a band of blue paint or a double band of red paint, 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, property line marked with white Carsonite posts, and the B-8300 Road in Unit #1; white Timber Sale Boundary tags, BPA right-of-way and Williams Northwest Pipeline right-of-way, and property line with marked white Carsonite posts in Unit #2;

All timber bounded by orange Right of Way Boundary tags, except that title to the timber within the Right of Way Boundary tags is not conveyed to the Purchaser unless the associated B-8310 Road is actually constructed, in Unit #3.

All forest products described above located on approximately 142 acres on part(s) of Sections 21, and 22 all in Township 18 North, Range 3 West W.M. in Thurston County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to

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

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$1,129.00 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."
- 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.

The Legacy Defense Coalition has appealed the Board of Natural Resources approval of the Matador Timber Sale (Agreement No. 30-105210 to Thurston County Superior Court, case No. 25-2-00433-34. This sale was advertised advising bidders to consult an attorney before bidding to consider the risk of impacts to operability under this contract. To ensure this information reached prospective bidders, we allowed a 2-minute opportunity to remove any submitted bids for Matador Timber Sale before opening the envelopes.

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the State's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. TE812521-1 and 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental

take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the State's Regional Offices and the administrative headquarters in Olympia, Washington.

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

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

#### G-063 Incidental Take Permit Notification Requirements

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

- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

- a. Risk

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

- b. Sale Area

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

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

- c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall cause the timber sale area subject to governmental regulation or order to be measured. The State shall calculate the percentage of the total sale area subject to the governmental regulation or order. The State shall reduce the total contract price by that calculated percentage. However, variations in

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

**G-106 Adding Naturally Damaged Forest Products**

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

**G-111 Title and Risk of Loss**

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

**G-115 Forest Stewardship Council® (FSC® C012959) Certification**

Forest products purchased under this contract are FSC 100% certified as being in conformance with the Forest Stewardship Council Forest Management Standard under certificate number: BV-FM/COC-080501.

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

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

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

**G-120 Responsibility for Work**

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

**G-121 Exceptions**

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

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



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

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

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

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

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

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

#### G-140 Indemnity

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

required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at 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

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

## G-210 Violation of Contract

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

## G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

## G-260 Venue

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

## G-270 Equipment Left on State Land

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

## G-280 Operating Release

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

## G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; the B-Line, B-8000, B-8300, B-8400, B-8410, B-8430, B-8431, B-8411, B-8310, B-8340, B-8370, and B-8390 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

## G-330 Pre-work Conference

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

## G-340 Preservation of Markers

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

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the B-8000, B-8300, B-8400, B-Line, or B-8430 roads, unless authority is granted in writing by the Contract Administrator.

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:

Easement, including the terms and provisions thereof,

For: Transmission Lines

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-050064

Granted: 4/10/1970

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Transmission Line

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-050066

Granted: 3/16/1982

Expires: Indefinite



Easement, including the terms and provisions thereof,  
For: Transmission Line  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-050067  
Granted: 7/1/1964  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Transmission Line  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-050068  
Granted: 2/13/1958  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Transmission Line  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-050073  
Granted: 3/11/1948  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Transmission Line  
In Favor of: Bonneville Power Administration  
Disclosed by Application No.: 50-050074  
Granted: 6/4/1957  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Gas pipe & Road  
In Favor of: Northwest Pipeline Corporation  
Disclosed by Application No.: 50-073640  
Granted: 3/13/2003  
Expires: 3/12/2033

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Port Blakely Tree Farms LP  
Disclosed by Application No.: 50-076920  
Granted: 2/26/2005  
Expires: Indefinite

Region Encumbrances

Lease, including the terms and provisions thereof,  
For: Minor Forest Products  
In Favor of: DNR – South Puget Sound Region  
Disclosed by Application No.: 35-SPSTC01  
Granted: 1/1/2015  
Expires: Indefinite

Lease, including the terms and provisions thereof,  
For: Minor Forest Products  
In Favor of: DNR – South Puget Sound Region  
Disclosed by Application No.: 35-SPSTHCO  
Granted: 1/1/2024  
Expires: Indefinite

Special Notations

Located within the Medicine Creek Treaty area. Intergovernmental agreements for vehicle access with Squaxin Island Tribe, Puyallup Tribe, Muckleshoot Tribe, and Nisqually Indian Tribe.

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$189,488.00. The total contract price consists of a \$0.00 contract bid price plus \$189,488.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

**THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING:** the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations

Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

**P-045 Guarantee of Payment**

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

**P-050 Billing Procedure**

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

**P-080 Payment Account Refund**

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

**P-090 Performance Security**

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

**P-100 Performance Security Reduction**

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

**Section H: Harvesting Operations**

**H-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 all harvest units. The plan shall address the harvest operations, including gas pipeline crossing, tailhold and cable corridor locations, logging debris cleanup, safety, and landing locations if different from map, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

#### H-051 Branding and Painting

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

timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and tracked ground based equipment. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 55 percent or less, all other ground based equipment limited to tracked equipment and 6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires on sustained slopes that are 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.

H-126 Tailholds on State Land

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

H-127 Tailholds on Private Land

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Falling and yarding will not be permitted on weekends or State recognized holidays.

- b. Down timber existing more than 5 years from day of sale that is yarded to the landing shall be returned to their original locations.
- c. Equipment limitation zones are required within 30 feet of Type 5 streams and wetlands less than 0.25 acres in Unit #2.
- d. 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.
- e. 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.
- f. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- g. 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.
- h. Landings shall be constructed in locations, and with drainage, that does not contribute sediment to typed water.
- i. 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.
- j. 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.
- k. Once a skid trail is closed, the Purchaser shall not reopen a skid trail.
- l. To facilitate proper reforestation in areas of high slash concentration, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at an 11 foot by 11 foot spacing.

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 and #2. 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. Areas restricting operations due to protection of potentially unstable slopes are located within and outside the sale boundary.
- 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 inside which no trees may be used as tailholds and no equipment may operate within, nor logs felled into or yarded through or over.
  - Locations outside the sale boundary are identified as Tailhold Restriction Areas on the Logging Plan and Timber Sale Maps. Trees within these areas shall not be used as tailholds.
- c. There are trees banded with orange paint protecting monumented corners within Units #1 and #2. These are to be high-stumped. The tops of cut stumps of trees with bearing tags or markings shall be sloped at an angle with the high side of the slope located above the bearing tag or scribe.
- d. Purchaser and logging contractor shall notify Williams Northwest Pipeline and the Contract Administrator a minimum of 7 calendar days prior to any timber harvest (including hanging cables) within two tree lengths of the Northwest Gas Pipeline right-of-way. The contact person is Kevin Scrivner (425) 305-9531.
- e. Purchaser and roadwork contractor shall notify Kevin Scrivner (425) 305-9531 from Williams Northwest Pipeline and the Contract Administrator a minimum of seven (7) calendar days before any roadwork, including abandonment, across the Williams Northwest Pipeline right-of-way on the B-8310, B-8340, B-8370, B-8390, and B-8411 roads. A Williams representative must be onsite during construction and abandonment.
- f. Falling timber onto, decking timber on, or parking vehicles or equipment on the Williams Northwest Pipeline is not permitted.
- g. Purchaser shall notify BPA regional representative a minimum of seven (7) calendar days before road construction or logging operations under or immediately adjacent to BPA powerlines commence. Purchaser shall review guidelines for logging activities on or near BPA rights-of-way with all employees and contractors. BPA contacts are Jason Hunt (253) 880-4112 and Cody Smith (360) 742-6887.
- h. Trees are to be felled away from the BPA powerlines.
- i. All trees, except for the one tree marked with 2 bands of red paint within the clearing limits of the B-8411 Road, 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, except as otherwise allowed in this

clause. If trees 60 inches DBH or greater need to be felled for safety reasons, trees will be left in place where felled.

j. One tree with a DBH greater than 60 inches within the clearing limits of the B-8411 Road inside Unit #2 is marked with 2 bands of red paint. This tree may be felled if the B-8411 Road is constructed, and if felled, must remain on-site and be placed outside the road prism.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

H-250 Additional Falling Requirements

Within Units #1 and #2, all hardwood and conifer stems 6 feet tall or greater, shall be felled. Remaining stump shall be no more than 12 inches in height. 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 9/20/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the B-8300, B-8400, B-8430, B-8431, B-8410, B-8411, B-8310, B-8340, B-8370, and B-8390 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on all other roads used not covered in clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.



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

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

**Section S: Site Preparation and Protection**

**S-001 Emergency Response Plan**

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

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

**S-010 Fire Hazardous Conditions**

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

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

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

**S-030 Landing Debris Clean Up**

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

**S-035 Logging Debris Clean Up**

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

**S-050 Cessation of Operations for Low Humidity**

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

**S-060 Pump Truck or Pump Trailer**

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

S-100 Stream Cleanout

Slash or debris which enters Type 5 streams as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through Type 3 or Type 4 streams.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Purchaser to have all emergency contact information readily available

and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Units #1 and #2.

**SIGNATURES**

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Don Melton

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

South Puget Sound Region Manager

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

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

Address: \_\_\_\_\_

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

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

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

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

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

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

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

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



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** South Puget Sound

**Timber Sale Name:** Matador

**Application Number:** 30- 105210

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** 2,710 linear feet  
*Road to be constructed (optional and required) but not abandoned*

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

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

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

**Pre-Haul Maintenance:** 35,234 linear feet  
*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Construction:** 2,960 linear feet  
*Roads to be constructed (optional and required) and then abandoned*

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

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: Matador	Region: South Puget Sound
Agreement #: 30-105210	District: Black Hills
Contact Forester: Megan Hire	Phone/ Location: (253)-380-8907 Ext: /
Alternate Contact: Sam Lake	Phone/ Location: (360)-628-3868 Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump Sum Required or Optional removal of utility as pulp ( <i>for scale sales only</i> ): Evaluated for RFRS Implementation?: Yes  Percentage cable-uphill: 43% Percentage cable-downhill: 8% Percentage ground based: 49%  Species Onsite: <input checked="" type="checkbox"/> RC, <input checked="" type="checkbox"/> DF, <input checked="" type="checkbox"/> WH, <input checked="" type="checkbox"/> RA, <input type="checkbox"/> BC, <input checked="" type="checkbox"/> BLM, <input type="checkbox"/> NF, <input type="checkbox"/> SF, <input type="checkbox"/> SS, <input type="checkbox"/> Other:(Please List)
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### UNIT ACREAGES\* AND METHOD OF DETERMINATION:

Unit #	Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	Deductions from Gross Acres (No harvest acres)			Net Harvest Acres	Acreage Determination (List method, dimensions and error of closure if applicable)	
					RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres			Other Acres (describe)
1		Sec 21/ T 18N/ R 03 W	01, 02, 42	63.0	0	3.1	1.3	*See Remarks	58.6	Garmin GPS. 1960'x30' excluded for B-8300 road and ditch width.
2		Sec 21/ T 18N/ R 03 W Sec 22/ T 18N/ R 03 W	01, 02, 42	87.9	0	5.5	0	N/A	82.4	Garmin GPS
R/W 3		Sec 21/ T 18N/ R 03 W	01, 02, 42	0.6	0	0	0	N/A	0.6	Garmin GPS
<b>TOTAL ACRES</b>				151.5	0	8.6	1.3	0	141.6	

### 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: Boundaries are marked with white "Timber Sale Boundary" tags, blue paint, pink flagging, and the B-8300. Private property line is marked with white Carsonite posts and pink flagging. Clumped and single leave tree areas are marked with yellow "Leave Tree Area" tags, blue paint, and pink flagging.		8 Leave Trees per acre.

2	Variable Retention Harvest: Boundaries are marked with white <b>“Timber Sale Boundary”</b> tags, blue paint, pink flagging, BPA right-of-way, and Williams Pipeline right-of-way. Private property line is marked with white Carsonite posts and pink flagging. Clumped leave tree areas are marked with yellow <b>“Leave Tree Area”</b> tags, blue paint, and pink flagging.		8 Leave Trees per acre. There is one tree marked with 2 bands of red paint that is to be cut and left on site with the construction of the B-8411 road.
3 R/W	Right-of-Way unit marked with orange <b>“Right-of-Way Boundary”</b> tags, orange paint, and orange flagging.		N/A

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise	B-8000 Gate: Master (H-957) B-8300 Gate: Master (H-957)	Traverse map with contours, roads, and leave trees.
2	See Cruise	B-8000 Gate: Master (H-957) B-8300 Gate: Master (H-957); B-8400 Gate: Master (H-957)	Traverse map with contours, roads, and leave trees.
3 R/W	See Cruise	B-8000 Gate: Master (H-957) B-8300 Gate: Master (H-957)	Traverse map with contours, roads, and leave trees.

**REMARKS:**

\*2.9 acres associated with the underground natural gas pipeline is not included in the gross traversed acres.

Units 1 and 2 are VRH units. Unit 1 is 75% ground-based and 25% cable. Unit 2 is 49% ground-based and 51% cable, with a small portion likely requiring downhill cable logging. The timber within these two units consists of Douglas-fir, western hemlock, red alder, western redcedar, and bigleaf maple. Unit 1 contains an approximately 3-acre area consisting of a doghair thicket of approximately 20-year-old Douglas-fir in the southeast portion of the unit directly adjacent to the B-8300. There are little to no merchantable trees in this area. Unit 3 R/W is through an RMZ of a Type 4 stream and consists of a few Douglas-fir and alder trees.

Prepared By: Megan Hire Date: 07/09/2024	Title: Forester	CC:
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*Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)*



## Timber Sale Cruise Report Matador

**Sale Name:** MATADOR

**Sale Type:** LUMP SUM

**Region:** SO PUGET

**District:** BLACK HILLS

**Lead Cruiser:** Alan Douglas

**Other Cruisers:**

**Cruise Narrative:**

Location:

Matador is located in Capitol Forest in Olympia, WA.

Units are accessed via SR-8, the B-Line, and B-8300 forest roads.

**Cruise Design:**

146 plots were used to sample 141.6 acres. A total of 597 trees were tallied. 350 trees were measured. Diameters were recorded 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:**

Matador contains a dominant Douglas-fir component in a wide range of sizes. Some tree diameters exceed 50". High-quality wood is present. Nearly 1mmbf of peeler and special mill grades were picked up in the cruise.

Parts of the sale contain mature hardwood. Red alder pockets are scattered about. The east side of unit 2 contains a dominant maple component mixed in with Douglas-fir. In this area maple trees display good form with low taper, and tall, straight trunks.

**Logging and Stand Conditions:**

Harvesting is projected to be 1/2 ground-based and 1/2 cable driven. Unit 1 terrain is steep near the 8300 rd, but flat for most of the unit. Unit 2 is laid out on moderate-steep slopes.

Both units contain small mortality pockets and areas of blowdown.

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	21.0	8.2		6,644	356	640	4,284	1,129	234	
MA	18.1			322			236	28	47	12
WH	15.0			214			154	31	29	
RA	16.5			77			33	23	19	3
RC	16.1			31				23	8	
ALL	19.4	8.2		7,288	356	640	4,706	1,234	337	15

**Timber Sale Notice Weight (tons)**

Sp	Tons by Grade						
	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	41,965	1,802	3,596	25,035	9,411	2,121	
MA	2,368			1,596	198	443	131
WH	1,691			1,050	327	314	
RA	618			236	169	181	31
RC	304				232	73	
ALL	46,946	1,802	3,596	27,917	10,337	3,132	162

**Timber Sale Overall Cruise Statistics**

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
256.6	3.9	199.4	2.5	51,466	4.7

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
MATADOR U1	B1C: VR, 1 BAF (62.5) Measure/ Count Plots, Sighting Ht = 4.5 ft	58.6	63.0	62	34	4
MATADOR U2	B1C: VR, 1 BAF (62.5) Measure/ Count Plots, Sighting Ht = 4.5 ft	82.4	87.9	83	44	2
MATADOR U3 RW	ST: Strip/Percent Sample (1 tree expansion)	0.6	0.6	1	1	0
All		141.6	151.5	146	79	6

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	17.6	39	18,841	18,009	4.4	14,880.2	2,550.0
DF	LIVE	2 SAW	HQ-B	17.5	40	12,431	12,247	1.5	10,154.6	1,734.2
DF	LIVE	3 PEELER	Domestic	28.1	40	2,514	2,514	0.0	1,801.9	356.0
DF	LIVE	3 SAW	Domestic	8.6	39	6,364	6,233	2.1	7,550.7	882.6
DF	LIVE	3 SAW	HQ-B	10.4	40	1,458	1,449	0.6	1,523.5	205.2
DF	LIVE	3 SAW	Pole	7.7	78	294	294	0.0	336.9	41.7
DF	LIVE	4 SAW	Domestic	5.5	27	1,711	1,653	3.4	2,120.8	234.0
DF	LIVE	CULL	Cull	6.9	8	364	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	19.6	40	4,523	4,520	0.1	3,596.1	640.1
MA	LIVE	2 SAW	Domestic	14.9	30	1,801	1,664	7.6	1,596.1	235.7

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
MA	LIVE	3 SAW	Domestic	11.0	30	199	195	2.0	198.0	27.6
MA	LIVE	4 SAW	Domestic	7.9	30	343	331	3.7	442.8	46.8
MA	LIVE	CULL	Cull	6.0	19	207	0	100.0	0.0	0.0
MA	LIVE	UTILITY	Pulp	5.7	29	83	83	0.0	130.6	11.7
RA	LIVE	2 SAW	Domestic	13.4	30	253	230	9.1	236.0	32.5
RA	LIVE	3 SAW	Domestic	11.5	30	164	160	2.4	169.4	22.7
RA	LIVE	4 SAW	Domestic	7.9	30	135	133	1.6	181.2	18.8
RA	LIVE	CULL	Cull	7.9	18	133	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.0	25	25	25	0.0	31.5	3.5
RC	LIVE	3 SAW	Domestic	10.6	34	186	159	14.1	231.6	22.6
RC	LIVE	4 SAW	Domestic	5.3	21	58	57	2.2	72.8	8.1
RC	LIVE	CULL	Cull	5.0	9	4	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	18.5	39	1,192	1,085	9.0	1,049.9	153.6
WH	LIVE	3 SAW	Domestic	9.1	38	226	221	2.4	327.4	31.2
WH	LIVE	4 SAW	Domestic	5.2	31	209	205	2.0	314.1	29.0
WH	LIVE	CULL	Cull	6.3	12	24	0	100.0	0.0	0.0

### Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Cull	5.9	9	0	100.0	0.0	0.0
DF	5 - 8	LIVE	Domestic	6.1	32	4,173	2.2	5,410.7	590.9
DF	5 - 8	LIVE	Pole	7.7	78	294	0.0	336.9	41.7
DF	5 - 8	LIVE	HQ-B	8.3	40	122	0.0	177.7	17.3
DF	9 - 11	LIVE	Cull	10.1	7	0	100.0	0.0	0.0
DF	9 - 11	LIVE	Domestic	10.3	38	3,713	2.5	4,260.9	525.8
DF	9 - 11	LIVE	HQ-B	10.7	40	1,327	0.7	1,345.8	187.9
DF	12 - 14	LIVE	Cull	12.9	10	0	100.0	0.0	0.0
DF	12 - 14	LIVE	Domestic	13.3	38	3,133	2.8	3,307.2	443.6
DF	12 - 14	LIVE	HQ-B	13.5	40	2,277	0.1	2,279.9	322.4
DF	15 - 19	LIVE	Cull	16.4	15	0	100.0	0.0	0.0
DF	15 - 19	LIVE	HQ-B	17.0	40	3,998	1.0	3,408.2	566.1
DF	15 - 19	LIVE	Domestic	17.1	40	5,709	3.8	4,891.2	808.4
DF	15 - 19	LIVE	HQ-A	18.1	40	2,120	0.1	1,773.1	300.2
DF	20+	LIVE	HQ-A	21.8	40	2,400	0.0	1,823.0	339.9
DF	20+	LIVE	Domestic	25.2	40	11,680	4.2	8,483.7	1,654.0
DF	20+	LIVE	HQ-B	25.2	40	5,973	2.3	4,466.6	845.7
MA	5 - 8	LIVE	Pulp	5.0	29	56	0.0	97.3	8.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
MA	5 - 8	LIVE	Cull	5.6	19	0	100.0	0.0	0.0
MA	5 - 8	LIVE	Domestic	6.7	30	147	5.6	208.5	20.8
MA	9 - 11	LIVE	Pulp	9.2	30	27	0.0	33.3	3.8
MA	9 - 11	LIVE	Domestic	10.1	30	379	2.1	432.3	53.7
MA	9 - 11	LIVE	Cull	10.7	18	0	100.0	0.0	0.0
MA	12 - 14	LIVE	Domestic	13.3	30	831	4.1	870.0	117.7
MA	12 - 14	LIVE	Cull	14.0	15	0	100.0	0.0	0.0
MA	15 - 19	LIVE	Domestic	16.8	30	611	7.9	534.2	86.5
MA	20+	LIVE	Domestic	24.7	30	223	18.0	191.9	31.5
RA	5 - 8	LIVE	Pulp	5.0	25	25	0.0	31.5	3.5
RA	5 - 8	LIVE	Cull	5.4	18	0	100.0	0.0	0.0
RA	5 - 8	LIVE	Domestic	7.2	29	82	2.6	116.6	11.6
RA	9 - 11	LIVE	Domestic	10.7	30	211	1.9	234.0	29.9
RA	12 - 14	LIVE	Domestic	13.1	30	181	10.5	189.6	25.6
RA	15 - 19	LIVE	Domestic	15.9	30	49	3.4	46.4	6.9
RA	15 - 19	LIVE	Cull	16.5	14	0	100.0	0.0	0.0
RC	5 - 8	LIVE	Cull	5.0	9	0	100.0	0.0	0.0
RC	5 - 8	LIVE	Domestic	5.6	24	94	2.8	141.4	13.4
RC	9 - 11	LIVE	Domestic	11.6	30	48	10.2	70.8	6.8
RC	15 - 19	LIVE	Domestic	18.0	34	41	18.1	55.8	5.9
RC	20+	LIVE	Domestic	25.9	30	33	23.3	36.4	4.7
WH	5 - 8	LIVE	Domestic	5.5	33	275	2.0	431.0	38.9
WH	5 - 8	LIVE	Cull	5.9	12	0	100.0	0.0	0.0
WH	9 - 11	LIVE	Cull	9.1	10	0	100.0	0.0	0.0
WH	9 - 11	LIVE	Domestic	10.4	35	150	2.6	210.5	21.3
WH	12 - 14	LIVE	Domestic	14.4	40	82	3.7	90.8	11.6
WH	15 - 19	LIVE	Domestic	17.1	39	481	8.7	490.0	68.1
WH	20+	LIVE	Domestic	22.6	40	522	10.0	469.2	74.0

## Cruise Unit Report MATADOR U1

### Unit Sale Notice Volume (MBF): MATADOR U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	18.0	7.7		2,315	68	242	1,284	572	148	
WH	15.9			96			67	20	10	
RA	15.6			42			18	11	10	3
MA	19.7			42			36		6	
RC	10.0			2					2	
ALL	17.6	7.7		2,497	68	242	1,405	603	175	3

### Unit Cruise Design: MATADOR U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (62.5) Measure/Count Plots, Sighting Ht = 4.5 ft	58.6	63.0	62	34	4

### Unit Cruise Summary: MATADOR U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	130	220	3.5	3
WH	10	10	0.2	0
RA	7	8	0.1	0
MA	4	7	0.1	0
RC	1	1	0.0	0
ALL	152	246	4.0	3

### Unit Cruise Statistics: MATADOR 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	221.8	57.4	7.3	178.1	43.0	3.8	39,499	71.8	8.2
WH	10.1	392.0	49.8	162.5	38.8	12.3	1,638	393.9	51.3
RA	8.1	328.6	41.7	89.5	46.3	17.5	722	331.9	45.3
MA	7.1	362.4	46.0	102.0	33.0	16.5	719	363.9	48.9
RC	1.0	787.4	100.0	31.2	0.0	0.0	31	787.4	100.0
ALL	248.0	48.7	6.2	171.8	44.9	3.6	42,610	66.3	7.2

**Unit Summary: MATADOR U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	130	ALL	18.0	70	92	40,715	39,499	3.0	125.5	221.8	52.3	2,314.7
MA	LIVE	CUT	4	ALL	19.7	67	82	822	719	12.5	3.3	7.1	1.6	42.2
RA	LIVE	CUT	7	ALL	15.6	51	63	881	722	18.0	6.1	8.1	2.0	42.3
RC	LIVE	CUT	1	ALL	10.0	17	19	31	31	0.0	1.8	1.0	0.3	1.8
WH	LIVE	CUT	10	ALL	15.9	57	77	1,789	1,638	8.5	7.3	10.1	2.5	96.0
ALL	LIVE	CUT	152	ALL	17.8	68	89	44,239	42,610	3.7	144.0	248.0	58.8	2,497.0
ALL	ALL	CUT	152	ALL	17.8	68	89	44,239	42,610	3.7	144.0	248.0	58.8	2,497.0

## Cruise Unit Report MATADOR U2

### Unit Sale Notice Volume (MBF): MATADOR U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade						
				All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	22.6	8.5		4,329	288	398	3,000	557	86	
MA	17.9			280			199	28	41	12
WH	14.3			118			87	11	19	
RA	17.7			34			13	12	9	
RC	16.5			29				23	6	
ALL	20.3	8.5		4,789	288	398	3,300	630	161	12

### Unit Cruise Design: MATADOR U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (62.5) Measure/Count Plots, Sighting Ht = 4.5 ft	82.4	87.9	83	44	2

### Unit Cruise Summary: MATADOR U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	140	286	3.4	2
MA	32	39	0.5	0
WH	13	13	0.2	0
RA	5	5	0.1	0
RC	8	8	0.1	0
ALL	198	351	4.2	2

### Unit Cruise Statistics: MATADOR U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	215.4	61.9	6.8	243.9	37.5	3.2	52,535	72.4	7.5
MA	29.4	218.8	24.0	115.6	41.7	7.4	3,394	222.7	25.1
WH	9.8	253.9	27.9	146.1	67.0	18.6	1,430	262.5	33.5
RA	3.8	474.5	52.1	108.3	32.4	14.5	408	475.6	54.1
RC	6.0	348.1	38.2	58.1	54.0	19.1	350	352.2	42.7
ALL	264.3	45.6	5.0	219.9	46.9	3.3	58,117	65.4	6.0

**Unit Summary: MATADOR U2**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	140	ALL	22.6	90	117	54,385	52,535	3.4	77.3	215.4	45.3	4,328.9
MA	LIVE	CUT	32	ALL	17.9	62	80	3,940	3,394	13.9	16.8	29.4	6.9	279.7
RA	LIVE	CUT	5	ALL	17.7	79	98	573	408	28.8	2.2	3.8	0.9	33.6
RC	LIVE	CUT	8	ALL	16.5	38	48	404	350	13.4	4.1	6.0	1.5	28.8
WH	LIVE	CUT	13	ALL	14.3	42	57	1,564	1,430	8.6	8.8	9.8	2.6	117.9
ALL	LIVE	CUT	198	ALL	21.1	79	104	60,866	58,117	4.5	109.2	264.3	57.2	4,788.9
ALL	ALL	CUT	198	ALL	21.1	79	104	60,866	58,117	4.5	109.2	264.3	57.2	4,788.9



## Cruise Unit Report MATADOR U3 RW

### Unit Sale Notice Volume (MBF): MATADOR U3 RW

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	4 Saw	Utility
RA	15.0			2	1	0	0
DF	21.0			0	0	0	
MA	10.0			0			0
ALL	15.2			2	1	0	0

### Unit Cruise Design: MATADOR U3 RW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	0.6	0.6	1	1	0

### Unit Cruise Summary: MATADOR U3 RW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RA	14	14	14.0	0
DF	1	1	1.0	0
MA	1	1	1.0	0
ALL	16	16	16.0	0

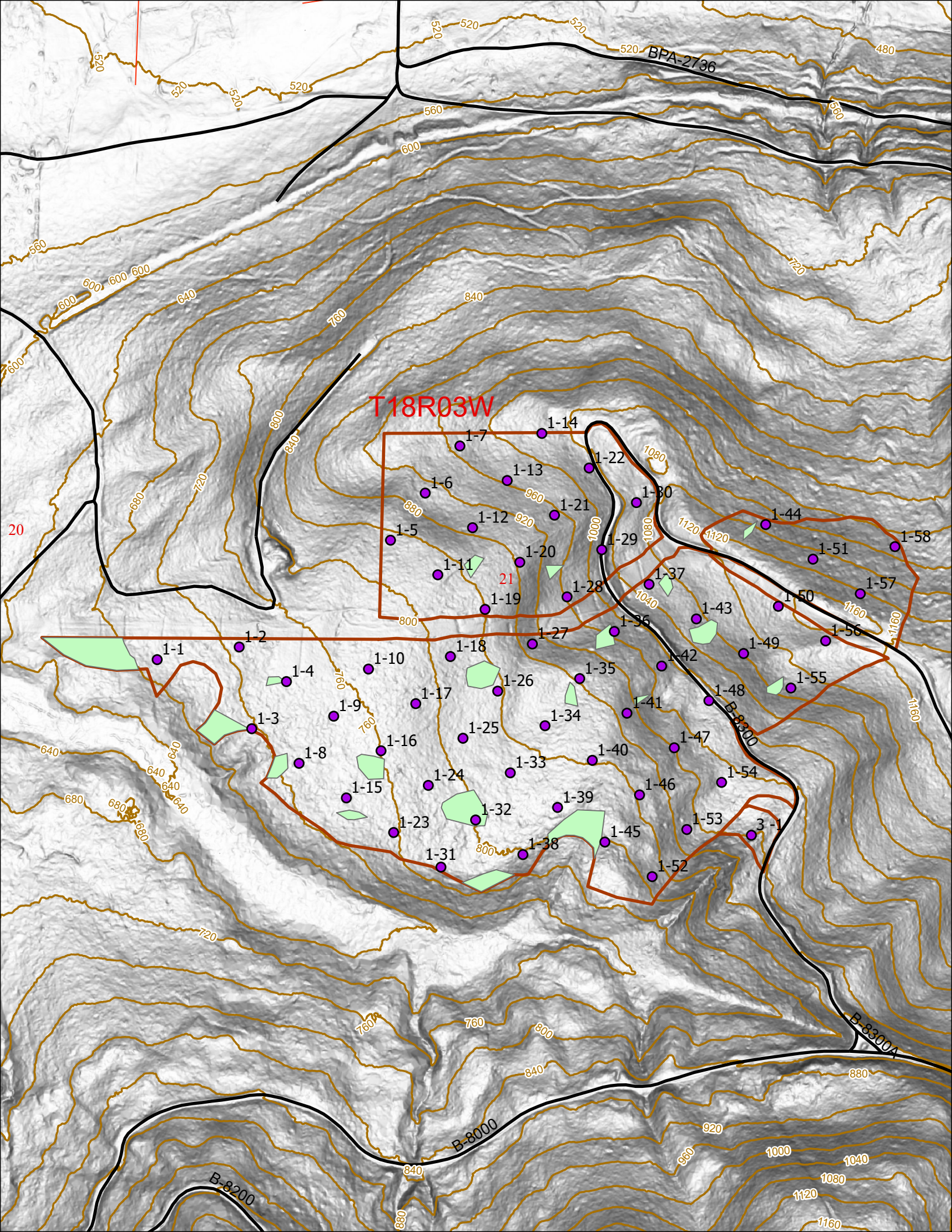
### Unit Cruise Statistics: MATADOR U3 RW

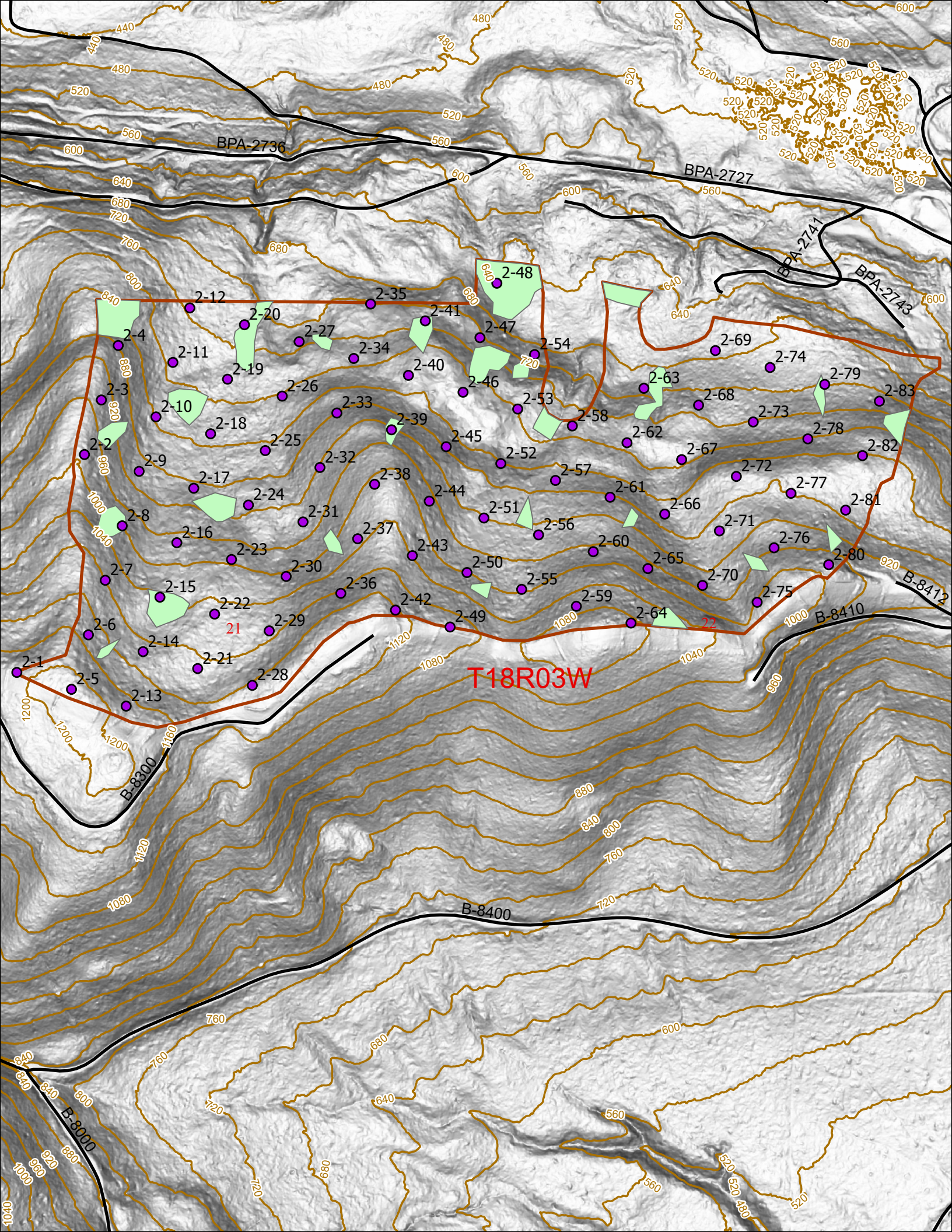
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RA	28.7	0.0	0.0	90.8	31.0	8.3	2,604	31.0	8.3
DF	4.0	0.0	0.0	77.5	0.0	0.0	311	0.0	0.0
MA	0.9	0.0	0.0	40.4	0.0	0.0	37	0.0	0.0
ALL	33.6	0.0	0.0	87.9	31.5	7.9	2,951	31.5	7.9

### Unit Summary: MATADOR U3 RW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	21.0	57	66	327	311	5.1	1.7	4.0	0.9	0.2
MA	LIVE	CUT	1	ALL	10.0	22	27	37	37	0.0	1.7	0.9	0.3	0.0
RA	LIVE	CUT	14	ALL	15.0	43	55	2,821	2,604	7.7	23.4	28.7	7.4	1.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	16	ALL	15.2	43	54	3,185	2,951	7.3	26.8	33.6	8.6	1.8
ALL	ALL	CUT	16	ALL	15.2	43	54	3,185	2,951	7.3	26.8	33.6	8.6	1.8







# Forest Practices Application/Notification Notice of Decision

FPA/N No: 2424162

Effective Date: 11/27/2024

Expiration Date: 11/27/2027

Shut Down Zone: 651 N | 655

EARR Tax Credit:  Eligible  Non-eligible

Reference: **Matador #30-105210**

### Decision

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

### FPA/N Classification

- Class II
- Class III
- Class IVG
- Class IVS

### Number of Years Granted on Multi-Year Request

- 4 years
- 5 years

### Conditions on Approval/Reasons for Disapproval

Notify DNR (2) two business days prior to the start of operations.  
 Contact Matt Brady at (360) 538-7661 and email [southpuget.forestpractices@dnr.wa.gov](mailto:southpuget.forestpractices@dnr.wa.gov).

Issued By: Matt Brady

Region: South Puget Sound Region

Title: Resource Protection Forester

Date: 11/27/2024

Copies to:  Landowner, Timber Owner and Operator

Issued in person:  LO  TO  OP By: *MJ Jensen* Date: 11/27/2024

**Appeal Information**

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General’s Office, and the Department of Natural Resources’ region office. See [RCW 76.09.205](http://www.wa.gov/RCW76.09.205). The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

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

<b>Pollution Control Hearings Board</b>	<b>Office of the Attorney General Natural Resources Division</b>	<b>Department Of Natural Resources South Puget Sound Region</b>
<u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501  <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504  <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical Address</u> 950 Farman Ave N Enumclaw, WA 98022  <u>Mailing Address</u> 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 <https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and>. Notify DNR of new Operators within 48 hours.

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

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

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

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

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

**DNR Declaration of Mailing**

I, **Meredith Dessens**, caused the Notice of Decision for FPA/N No. **2424162** to be placed in the United States mail at **Olympia, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

**11/27/2024**  
*(Date)*

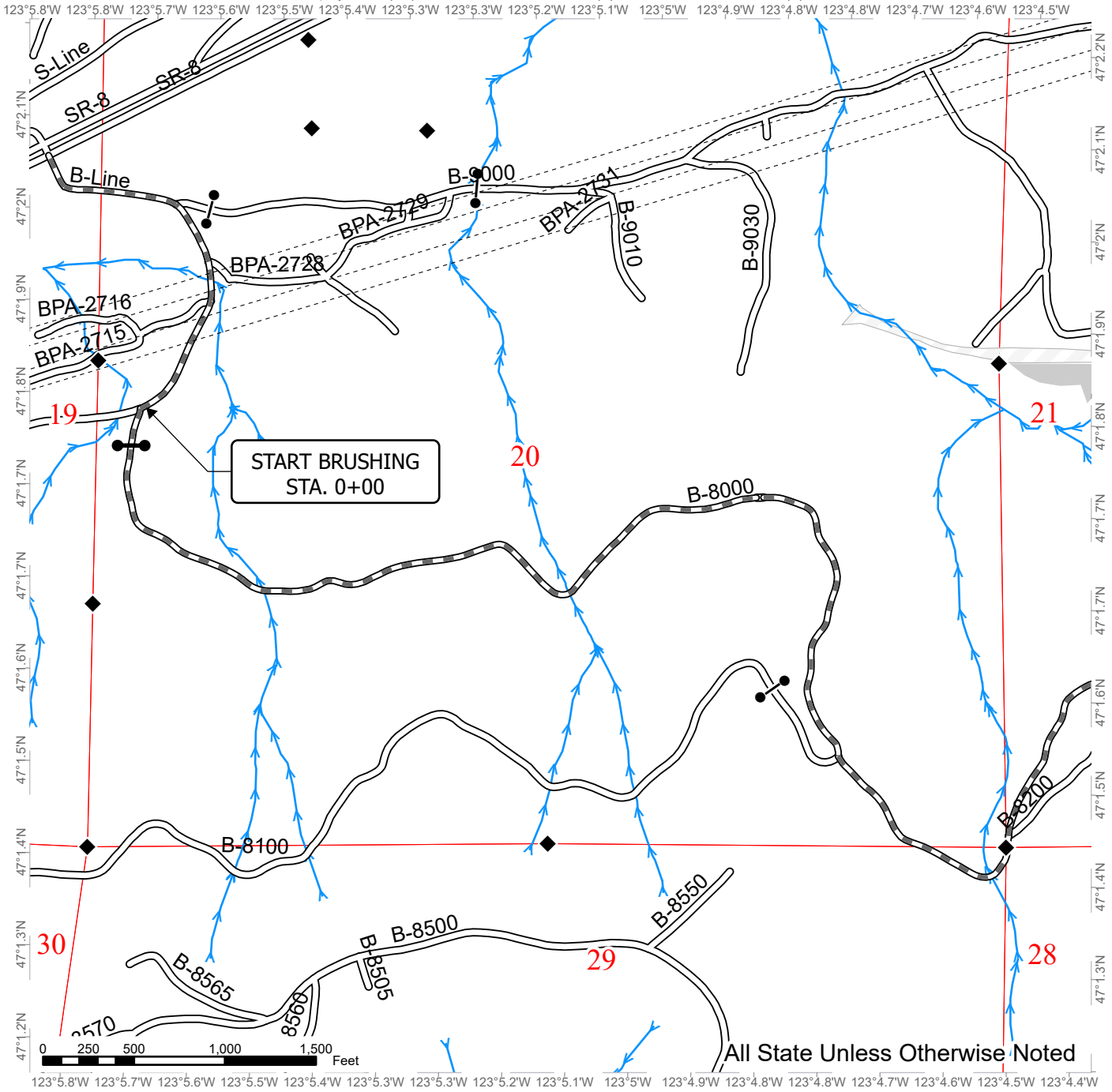
**Enumclaw, WA**  
*(City & State where signed)*

*(Signature)*

# ROAD WORK MAP 1 OF 3

**SALE NAME:** MATADOR  
**AGREEMENT #:** 30-105210  
**TOWNSHIP(S):** T18R3W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 640-1800



All State Unless Otherwise Noted

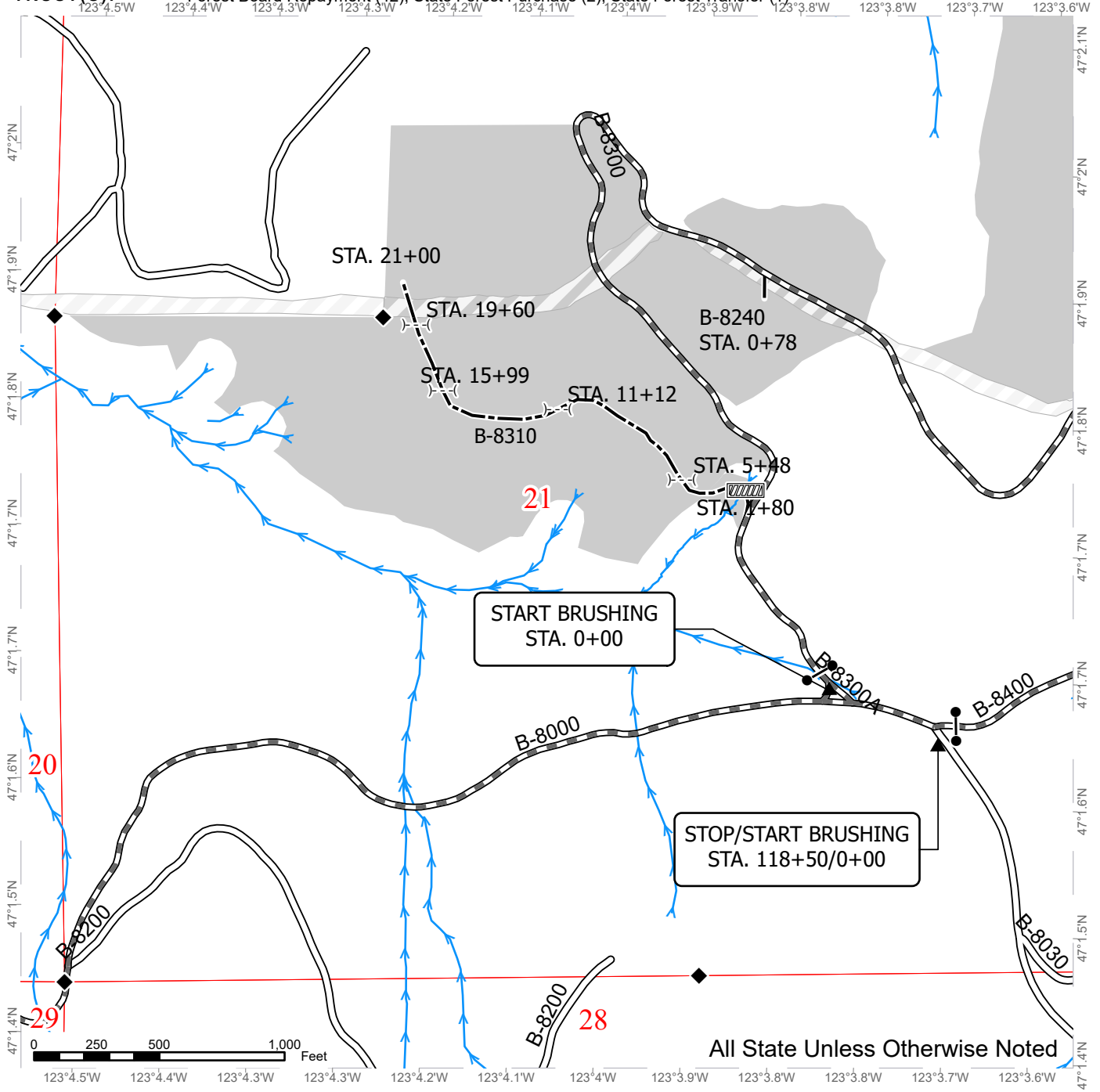
	Gates		Streams
	Existing Roads		Public Land Survey Sections
	Required Pre-Haul Maintenance		Unit Boundary
	BPA Transmission Lines		Natural Gas Pipeline
	Survey Monument		



# ROAD WORK MAP 2 OF 3

**SALE NAME:** MATADOR  
**AGREEMENT #:** 30-105210  
**TOWNSHIP(S):** T18R3W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 640-1800



- |                               |                             |
|-------------------------------|-----------------------------|
| Stream Culvert                | Optional Construction       |
| Cross Drain                   | Streams                     |
| Gates                         | Public Land Survey Sections |
| Survey Monument               | Unit Boundary               |
| Existing Roads                | Natural Gas Pipeline        |
| Required Pre-Haul Maintenance |                             |

All State Unless Otherwise Noted

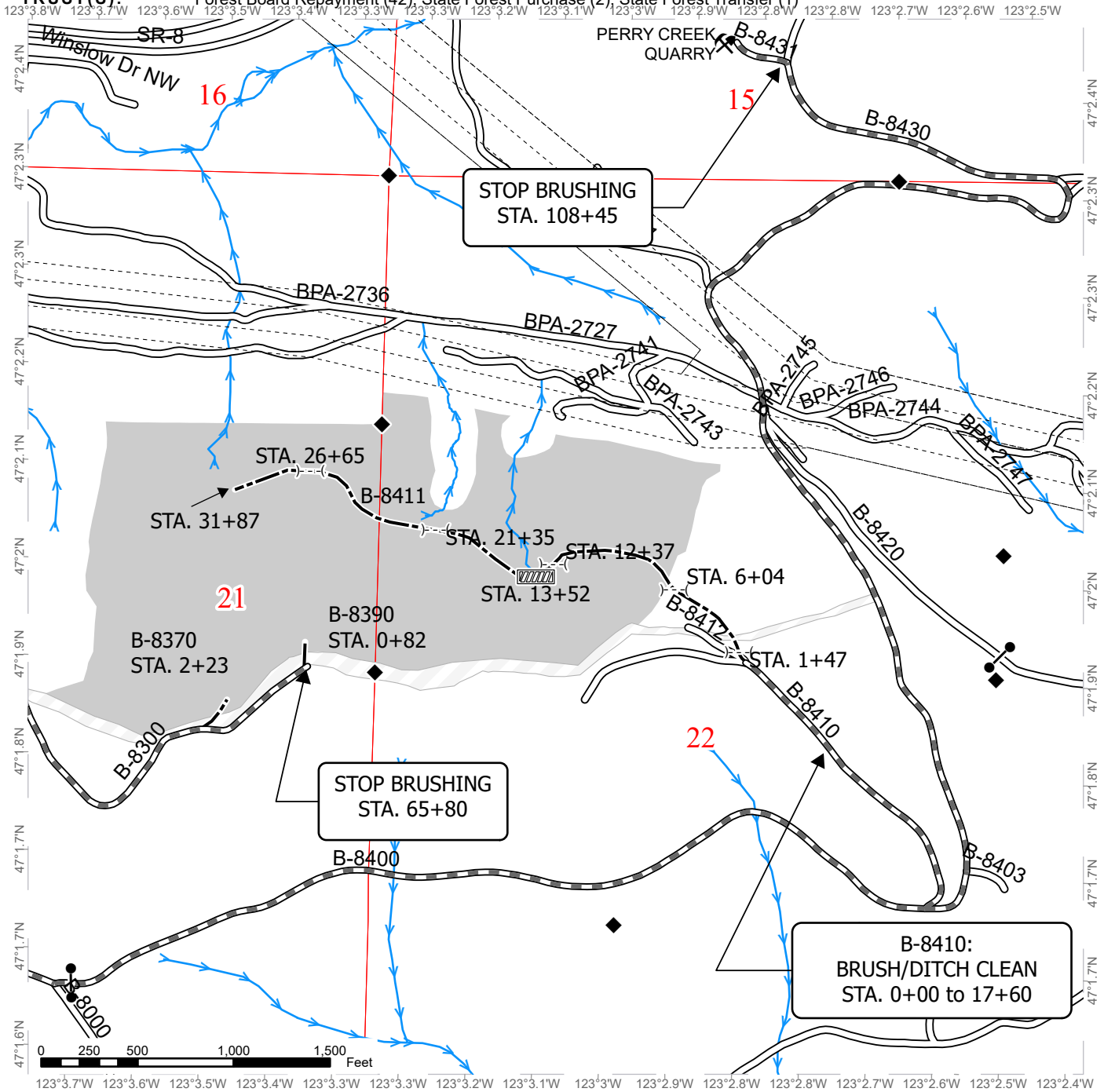




# ROAD WORK MAP 3 OF 3

**SALE NAME:** MATADOR  
**AGREEMENT #:** 30-105210  
**TOWNSHIP(S):** T18R3W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 640-1800



	Stream Culvert		Required Pre-Haul Maintenance
	Cross Drain		Optional Construction
	BPA Transmission Lines		Streams
	Rock Pit		Public Land Survey Sections
	Gates		Unit Boundary
	Survey Monument		Natural Gas Pipeline
	Existing Roads		



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

MATADOR TIMBER SALE ROAD PLAN  
THURSTON COUNTY  
DELPHI UNIT  
BLACK HILLS DISTRICT

AGREEMENT NO.: 30-105210

STAFF ENGINEER: JACOB GROSS

DATE: SEPTEMBER 20, 2024

DRAWN & COMPILED BY: JACOB GROSS

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>
B-Line	663+50 to 685+10	Pre-Haul Maintenance
B-8000	0+00 to 118+50	Pre/Post-Haul Maintenance
B-8300	0+00 to 65+80	Pre/Post-Haul Maintenance
B-8310	19+60 to 21+00	Abandonment, if built
B-8340	0+00 to 0+78	Abandonment, if built
B-8370	0+00 to 2+23	Abandonment, if built
B-8390	0+00 to 0+82	Abandonment, if built
B-8400	0+00 to 108+45	Pre/Post-Haul Maintenance
B-8410	0+00 to 17+60	Pre-Haul Maintenance
B-8411	7+50 to 31+87	Abandonment, if built
B-8430	0+00 to 17+46	Pre-Haul Maintenance
B-8431	0+00 to 2+93	Pre-Haul Maintenance

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
B-8310	0+00 to 21+00	Construction
B-8340	0+00 to 0+78	Construction
B-8370	0+00 to 2+23	Construction
B-8390	0+00 to 0+82	Construction
B-8411	0+00 to 31+87	Construction

**0-4 CONSTRUCTION**

Construction includes, but is not limited to:

- Clearing
- Grubbing
- Right-of-way debris disposal
- Excavation and/or embankment to subgrade
- Turnout and turnaround construction
- Landing construction
- Acquisition and installation of drainage structures
- Stream Culvert Installation
- Acquisition, manufacture, and application of rock

**0-6 PRE-HAUL MAINTENANCE**

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

- Cleaning ditches
- Cleaning culverts, and catchbasins
- Ditch reconstruction
- Reconstructing headwalls
- Constructing catchbasin and headwall
- Acquisition, manufacture and application of rock
- Cross drain culvert replacement/installation
- Grading and shaping existing road surface and turnouts

**0-7 POST-HAUL MAINTENANCE**

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

**0-10 ABANDONMENT**

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

**0-12 DEVELOP ROCK SOURCE**

Purchaser may develop an existing rock source. Rock source development may involve, Clearing, Stripping, Drilling, and blasting. 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 Plan Maps.

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

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

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

**1-9 DAMAGED METALLIC COATING**

Any 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.

## SUBSECTION ROAD MARKING

### 1-15 ROAD MARKING

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

- Construction: Orange ribbon tied eye-height along centerline, w/orange pin flags or wooden lath marking centerline

### 1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work in accordance with the construction stakes and/or reference points set in the field for grade and alignment. Reconstruction of existing road grades must conform to the original location except where construction staked or designed.

<u>Road</u>	<u>Type</u>
Construction	Reference Points
Pre-Haul Maintenance	Construction Stakes

### 1-18 REFERENCE POINT DAMAGE

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

## SUBSECTION TIMING

### 1-20 COMPLETE BY DATE

On the following road(s), Purchaser shall complete road work by the specified date and before the start of timber haul.

<u>Road</u>	<u>Comments</u>
All pre-haul maintenance	Before the start of timber haul

### 1-21 HAUL APPROVAL

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

### 1-22 WORK NOTIFICATIONS

On the following road(s), Purchaser shall notify the Contract Administrator and associated utility companies a minimum of 7 calendar days before work begins. Purchaser shall provide notification to and have representation onsite as required in contract clause H-141.

<u>Activity</u>	<u>Comments/Location</u>
Any road work	Williams Pipeline right of way and on or immediately adjacent to BPA right of way

**1-23 ROAD WORK PHASE APPROVAL**

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

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

**SUBSECTION RESTRICTIONS**

**1-25 ACTIVITY TIMING RESTRICTION**

The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator. The operation of road construction equipment is also not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator

<u>Activity</u>	<u>Closure Period</u>
All road work activities	November 1 to April 30

**1-26 OPERATING DURING CLOSURE PERIOD**

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

**1-29 SEDIMENT RESTRICTION**

Purchaser shall not allow silt-bearing runoff to enter any streams. Purchaser shall accomplish sediment removal through silt traps, silt fences, settling ponds, or other methods as approved, in writing by the Contract Administrator.

**1-30 CLOSURE TO PREVENT DAMAGE**

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

- Wheel track rutting exceeds 6 inches on jaw run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Surface or base stability problems persist.

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

**1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION**

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

Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser’s expense, as directed by the Contract Administrator.

**1-33 SNOW PLOWING RESTRICTION**

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

SUBSECTION OTHER INFRASTRUCTURE

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

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

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

**1-43 ROAD WORK AROUND UTILITIES**

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

<u>Road</u>	<u>Utility</u>	<u>Utility Contact</u>	<u>Comments</u>
All New Construction Roads	Williams Pipeline	<b>Kevin Scrivner (425)-305-9531</b>	Utility contact must be on site for any work near gas line. Work notification must be a minimum of 7 calendar days.

SECTION 2 – MAINTENANCE

**2-1 GENERAL ROAD MAINTENANCE**

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

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

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

**2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER**

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

**2-5 MAINTENANCE GRADING – EXISTING ROAD**

On the following roads, Purchaser shall use a grader to shape the existing surface before rock application and/or timber haul.

<u>Road</u>	<u>Stations</u>
B-Line	663+50 to 685+10
B-8000	0+00 to 118+50
B-8300	0+00 to 65+80
B-8400	0+00 to 108+45
B-8410	0+00 to 17+60
B-8430	0+00 to 17+46
B-8431	0+00 to 2+93

**2-6 CLEANING CULVERTS**

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

<u>Road</u>	<u>Stations</u>
B-8410	0+00 to 17+60

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

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION SHEET. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
B-8410	0+00 to 17+60

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

**SUBSECTION BRUSHING**

**3-1 BRUSHING**

On the following road(s), Purchaser shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by 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.

<u>Road</u>	<u>Stations</u>
B-8000	0+00 to 118+50
B-8300	0+00 to 65+80
B-8400	0+00 to 108+45
B-8410	0+00 to 17+60

#### SUBSECTION CLEARING

##### 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.
- Against state owned standing trees.
- Within Williams Pipeline Right of Way.

#### SUBSECTION GRUBBING

##### 3-10 GRUBBING

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

#### SUBSECTION ORGANIC DEBRIS

##### 3-20 ORGANIC DEBRIS DEFINITION

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

##### 3-21 DISPOSAL COMPLETION

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

### **3-23 PROHIBITED DISPOSAL AREAS**

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 55%.
- 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 State owned standing timber.
- Within Williams Pipeline Right of Way.

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

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

### **3-25 SCATTERING ORGANIC DEBRIS**

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

## **SECTION 4 – EXCAVATION**

### **4-2 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 as approved, in writing, by the Contract Administrator.
- Road pioneering operations may not undercut the final cut slope, deposit excavated material outside the grubbing limits, or restrict drainage.
- Culverts at live stream crossings must be installed during pioneering operations

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

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 6% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

**4-5 CUT SLOPE RATIO**

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

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

**4-6 EMBANKMENT SLOPE RATIO**

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

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

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

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

**4-8 CURVE WIDENING**

The minimum widening placed on the inside of curves is:

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

**4-9 EMBANKMENT WIDENING**

The minimum embankment widening is:

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

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

**SUBSECTION DITCH CONSTRUCTION**

**4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

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

**4-28 DITCH DRAINAGE**

Ditches shall be constructed concurrently with construction of the subgrade. Ditches must drain to cross-drain culverts or ditchouts.

**4-29 DITCHOUTS**

Purchaser shall construct ditchouts as identified in maps, in field, 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.

SUBSECTION WASTE MATERIAL (DIRT)

**4-35 WASTE MATERIAL DEFINITION**

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

**4-36 DISPOSAL OF WASTE MATERIAL**

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

**4-37 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 as listed.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>	<u>Volume</u>
B-8431	NE Corner of Pit Existing Waste Area	See pit plan for more detailed location	800 CY

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

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

- Within 25 feet of a cross drain culvert outlet.
- Within Williams Pipeline Right of Way.
- Within 100 feet of a live stream or wetland.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

SUBSECTION SHAPING

**4-55 ROAD SHAPING**

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

**4-56 DRY WEATHER SHAPING**

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

## SUBSECTION COMPACTION

### **4-60 FILL COMPACTION**

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. 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 subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. On fills deeper than 5 feet at the road shoulder Purchaser shall compact fill material in lifts no greater than 18 inches. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

### **4-62 DRY WEATHER COMPACTION**

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

### **4-63 EXISTING SURFACE COMPACTION**

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

## SECTION 5 – DRAINAGE

### **5-1 REMOVAL OF SHOULDER BERMS**

Purchaser shall remove berms from road shoulders to permit escape of runoff.

## SUBSECTION CULVERTS

### **5-5 CULVERTS**

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

### **5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the CULVERT AND DRAINAGE LIST and materials listed in Clause 5-13 CONTINGENCY CULVERTS that are not installed will become the property of the state. Purchaser shall stockpile materials at Mima Mound Pit, located at 46.888952N, 123.054728W.

**5-13 CONTINGENCY CULVERTS**

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

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	Quantity 3 - 18"X30' Culvert Quantity 2 - 18" Culvert band

**SUBSECTION CULVERT INSTALLATION**

**5-15 CULVERT INSTALLATION**

Culvert, downspout, flume and energy dissipater installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association’s “Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings”. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

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

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 36 inches in diameter and over before backfilling.

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

Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 12%.

**5-18 CULVERT DEPTH OF COVER**

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

**SUBSECTION ENERGY DISSIPATERS**

**5-20 ENERGY DISSIPATERS**

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock. 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 be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed. QUARRY SPALLS shall meet the specifications in Clause 6-43.

## SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

### 5-25 CATCH BASINS

Purchaser shall construct catch basins to resist erosion 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 CULVERTS

Purchaser shall construct/reconstruct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock.

### 5-27 ARMORING FOR STREAM CROSSING CULVERTS

Purchaser shall place inlet and outlet protection in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on CULVERT LIST. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be by zero-drop-height method only.

### 5-33 NATIVE SURFACE ROADS

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

## SECTION 6 – ROCK AND SURFACING

### SUBSECTION ROCK SOURCE

### 6-2 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. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Perry Creek Quarry	SE 1/4, SW 1/4, S15 T18N R03W	4 Inch Jaw, 4 Inch In-Place, Select Pit Run, Quarry Spalls.

### 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.

SUBSECTION ROCK SOURCE DEVELOPMENT

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

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

<u>Source</u>	<u>Location</u>
Perry Creek Quarry	SE 1/4, SW 1/4, S15 T18N R03W

**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 at the end of operations.



## 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 200 cubic yards.
- Oversize material is defined as rock fragments larger than two feet in any dimension.
- Oversized rock that exceeds the maximum allowable amount must be reduced to a smaller size within the rock source.
- Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before blasting operations.
- Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator 5 calendar days before any drilling. The drilling and shooting plan must include, at a minimum, the mapped location and spacing of all holes to be loaded, the type of blasting agent used, the powder factor calculated and the units of same, stem amount held per hole. After drilling, the type of rock encountered while drilling e.g. hard black, soft brown, etc. shall be amended to submitted plan.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

### SUBSECTION ROCK MANUFACTURE

## 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.
- The crushing operation must be concluded within 30 working days from the time it begins.

## 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 Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall remove any existing organic debris before the start of in-place crushing operations. The use of in-place processing methods is subject to written approval by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
B-8310	0+00 to 21+00
B-8340	0+00 to 0+78
B-8370	0+00 to 2+23
B-8390	0+00 to 0+82
B-8411	0+00 to 31+87

## 6-23 ROCK GRADATION TYPES

Purchaser shall manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

## SUBSECTION ROCK GRADATIONS

### 6-32 2 ½ INCH MINUS CRUSHED ROCK

% Passing 2 ½" square sieve	100%
% Passing 1 ¼" square sieve	50 – 85%
% Passing U.S. #4 sieve	30 – 50%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	8% maximum

### 6-37 4-INCH JAW RUN ROCK

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

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

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

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

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 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.

### 6-41 SELECT PIT RUN ROCK

No more than 50 percent of the rock may be larger than 6 inches in any dimension and no rock may be larger than 10 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, and trash. Rock may require processing to meet this specification.

### 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.

## SUBSECTION ROCK MEASUREMENT

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

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

## SUBSECTION ROCK APPLICATION

### 6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade including: ditches, headwalls, catch basins, culverts, energy dissipaters, ditch-outs, subgrade shaping and compacting 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

On the following roads, the Purchaser may place less rock than shown on the ROCK LIST. The Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK.

<u>Road</u>	<u>Stations</u>
B-8310	19+60 to 21+00
B-8340	0+00 to 0+78
B-8370	0+00 to 2+23
B-8390	0+00 to 0+82
B-8411	7+50 to 31+87

## SECTION 7 – STRUCTURES

### SUBSECTION GATE CLOSURE

### 7-70 GATE CLOSURE

On the following road(s), Purchaser shall keep gates closed and locked except during periods of haul. All gates must be closed at termination of use.

<u>Road</u>	<u>Station</u>
B-8300	0+00
B-8400	0+00

## SECTION 9 – POST-HAUL ROAD WORK

### SUBSECTION STRUCTURES

#### 9-1 BARRICADES

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
B-8310	19+60
B-8340	0+00
B-8370	0+00
B-8390	0+00
B-8411	7+50

#### 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.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
B-8000	0+00 to 118+50	Ditch along Harvest Units, apply spot rock from rock list as directed by CA, and grade roads used for timber haul.
B-8300	0+00 to 65+80	
B-8310	0+00 to 19+60	
B-8400	0+00 to 108+45	
S-2500	0+00 to 42+25	
S-2540	0+00 to 8+46	
S-2580	0+00 to 12+32	

### SUBSECTION POST-HAUL LANDING MAINTENANCE

#### 9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

## SUBSECTION DECOMMISSIONING AND ABANDONMENT

### 9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
B-8310	19+60 to 21+00
B-8340	0+00 to 0+78
B-8370	0+00 to 2+23
B-8390	0+00 to 0+82
B-8411	7+50 to 31+87

### 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 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Remove used culvert material from State Land.
- Construct earth barricade as per clause 9-1 BARRICADES.

## SECTION 10 MATERIALS

### SUBSECTION CULVERTS

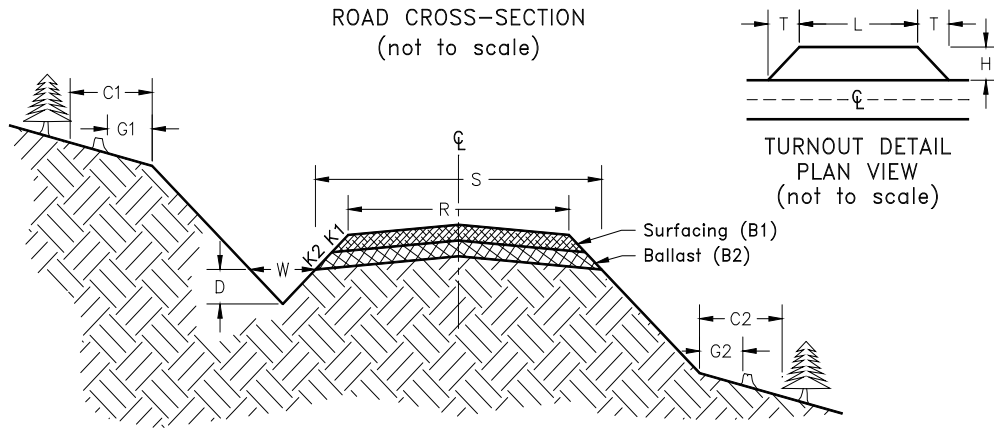
#### 10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culvert segments not specifically labeled as downspouts 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. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe joint.

# TYPICAL SECTION SHEET (pg 1 of 1)



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio	Fill Slope Ratio
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
				S	R	W	D						Clause	Clause
B-Line	663+50	685+10	A		14	3	1	4	-	-	-	-	4-5	4-6
B-8000	0+00	118+50	A		12	3	1	4	-	-	-	-	4-5	4-6
B-8300	0+00	65+80	A		12	3	1	4	-	-	-	-	4-5	4-6
B-8310	0+00	21+00	B	16	12	3	1	4	3	3	5	5	4-5	4-6
B-8340	0+00	0+78	C	16	12	3	1	4	0	0	0	0	4-5	4-6
B-8370	0+00	2+23	C	16	12	3	1	4	0	0	0	0	4-5	4-6
B-8390	0+00	0+82	C	16	12	3	1	4	0	0	0	0	4-5	4-6
B-8400	0+00	108+45	A		12	3	1	4	-	-	-	-	4-5	4-6
B-8410	0+00	17+60	B	16	12	3	1	4	-	-	-	-	4-5	4-6
B-8411	0+00	31+87	C	16	12	3	1	4	0	0	0	0	4-5	4-6
B-8430	0+00	17+46	B	16	12	3	1	4	-	-	-	-	4-5	4-6
B-8431	0+00	2+93	B	16	12	3	1	4	-	-	-	-	4-5	4-6

# ROCK LIST

## BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Comments
			K2	B2	<b>4 Inch Jaw/4 Inch In Place</b>				
B-8310	0+00	21+00	1 ½ :1	12	56	21.00	1176	Perry Creek Quarry, Commercial Source	
B-8340*	0+00	0+78	1 ½ :1	12	56	0.78	44		
B-8370*	0+00	2+23	1 ½ :1	12	56	2.23	125		
B-8390*	0+00	0+82	1 ½ :1	12	56	0.82	46		
B-8411	0+00	7+50	1 ½ :1	12	56	7.50	420		
B-8411*	7+50	31+87	1 ½ :1	12	56	24.37	1365		
					<b>4 Inch In Place/Select Pit Run</b>				
Landing Rock*							500		
					<b>Quarry Spalls</b>				
Culvert Headwalls and Dissipaters							39	See CULVERT AND DRAINAGE LIST	

4 Inch In Place/4 Inch Jaw Total 3,676 Cubic Yards  
 Quarry Spalls Total 39 Cubic Yards  
 Ballast Total 3,715 Cubic Yards

Included in C.Y. Subtotal

CW – Curve Widening

TO – Turn Out

TA – Turn Around

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

SURFACE

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y. Station	# of Stations	C.Y. Subtotal	Rock Source	Comments		
			K1	B1	<b>2 ½ Inch Crushed</b>				CW	TO	TA
Post Haul Spot Rock	-	-			-	10	200	Commercial	Spot Rock to be used near units during Post Haul as directed by CA.		

2 ½ Inch Minus Crushed Total 200 Cubic Yards  
Surface Total 200 Cubic Yards

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

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement. **Apply appropriate factors to determine loose amounts for estimating purposes.** Roads and rock quantities are designed for dry weather use. If Purchaser elects to haul in wet weather additional rock may be obtained from the rock pits listed in Section 6 at the Purchaser's expense and with prior written approval from the Contract Administrator.



### COMPACTION LIST

Road	From Station	To Station	Type	Max Depth of Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
			Pre/Post-haul rock	6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibrate on	3.5
			Subgrade, rock	12, 6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibrate on	3.5
			After pre-haul grading	6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibrate on	3.5

## CULVERT AND DRAINAGE LIST, pg 1 of 1

Road Number	Location	Culvert		Length (ft)			Armoring (C.Y.)			Backfill Material*	Placement Method*	Const. Staked *	Remarks
		Dia. (in)	Type	Culvert	Downspt	Flume	Inlet	Outlet	Type				
B-8310	1+80	24	PD	50	-	-	2	2.5	QS	NT		Install Stream Culvert	
	5+48	18	PD	30	-	-	1	1.5	QS	NT		Install Cross Drain	
	11+12	18	PD	30	-	-	1	1.5	QS	NT		Install Cross Drain	
	15+99	18	PD	30	-	-	1	1.5	QS	NT		Install Cross Drain	
	19+60	18	TEMP	30	-	-	1	1.5	QS	NT		Install Cross Drain	
B-8411	1+47	18	PD	30	-	-	1	1.5	QS	NT		Install Cross Drain	
	6+04	18	PD	30	-	-	1	1.5	QS	NT		Install Cross Drain	
	12+37	18	TEMP	30	-	-	1	1.5	QS	NT		Install Cross Drain	
	13+52	24	TEMP	30	-	-	2	2.5	QS	NT		Install Stream Culvert	
	21+35	18	TEMP	30	-	-	1	1.5	QS	NT		Install Cross Drain	
	26+65	18	TEMP	30	-	-	1	1.5	QS	NT		Install Cross Drain	
As Directed by C.A.		18	PD	30	-	-	1	1.5	QS	NT		Contingency	
		18	PD	30	-	-	1	1.5	QS	NT		Contingency	
		18	PD	30	-	-	1	1.5	QS	NT		Contingency	
		18	PD	BAND	-	-							Contingency
		18	PD	BAND	-	-							Contingency

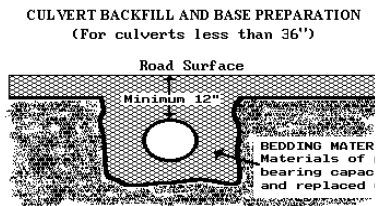
\* SEE CULVERT AND DRAINAGE SPECIFICATION DETAIL

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

TEMP = Temporary Culvert

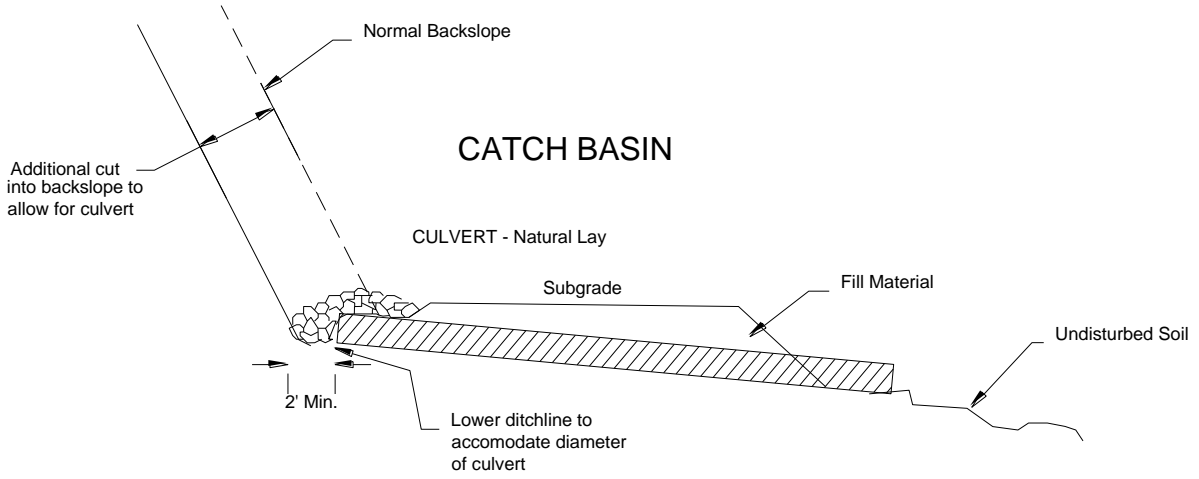
**Key:**

- QS - Quarry Spalls
- LL - Light Loose Riprap
- SR - Shot Crushed Rock
- NT - Native (bank run)
- SL - Select Fill
- Flume - Half round pipe
- Downsput - Full round pipe

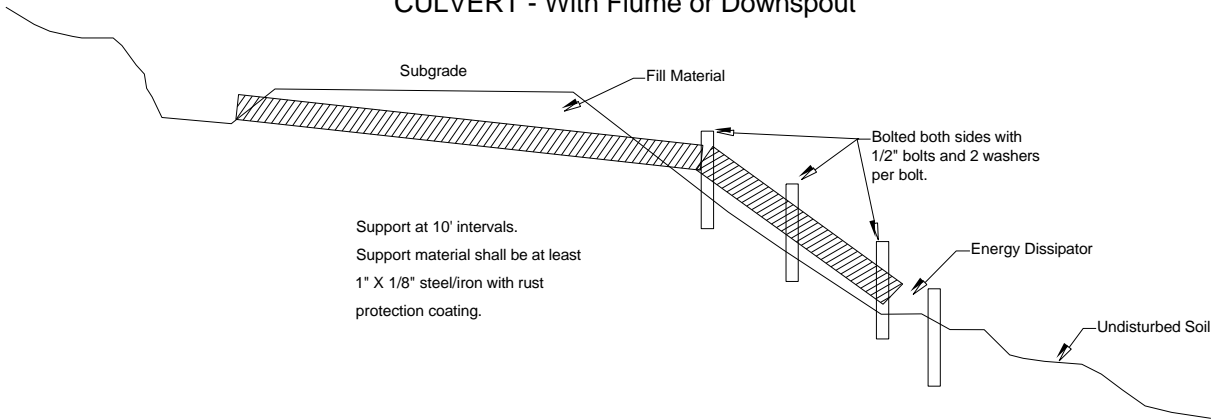


# CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 3)



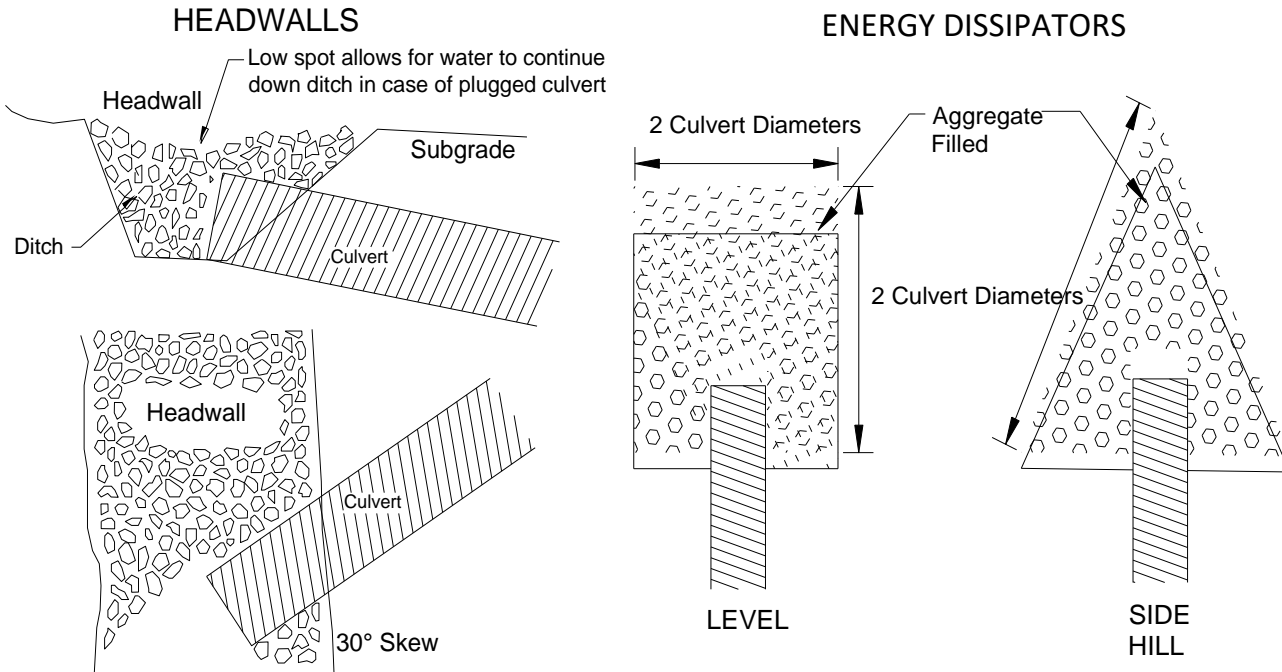
## CULVERT - With Flume or Downspout



## 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.



Headwalls to be constructed of material that will resist erosion.

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

## CULVERT AND DRAINAGE SPECIFICATION DETAIL

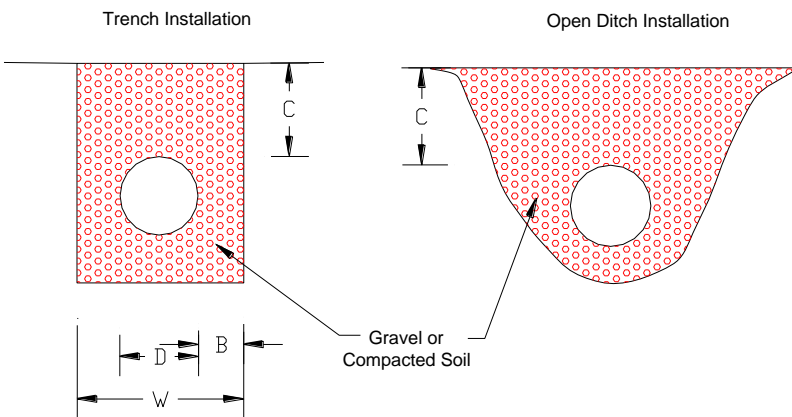
(Page 3 of 3)

### 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.
2. 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 Trench or Open Ditch Installation



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

## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

(Sheet 1 of 2)

### Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides up to 100 cubic yards in volume from ditches and the roadway. Repair fill-failures 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

- Shape 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.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

### Drainage

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

### Preventative Maintenance

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

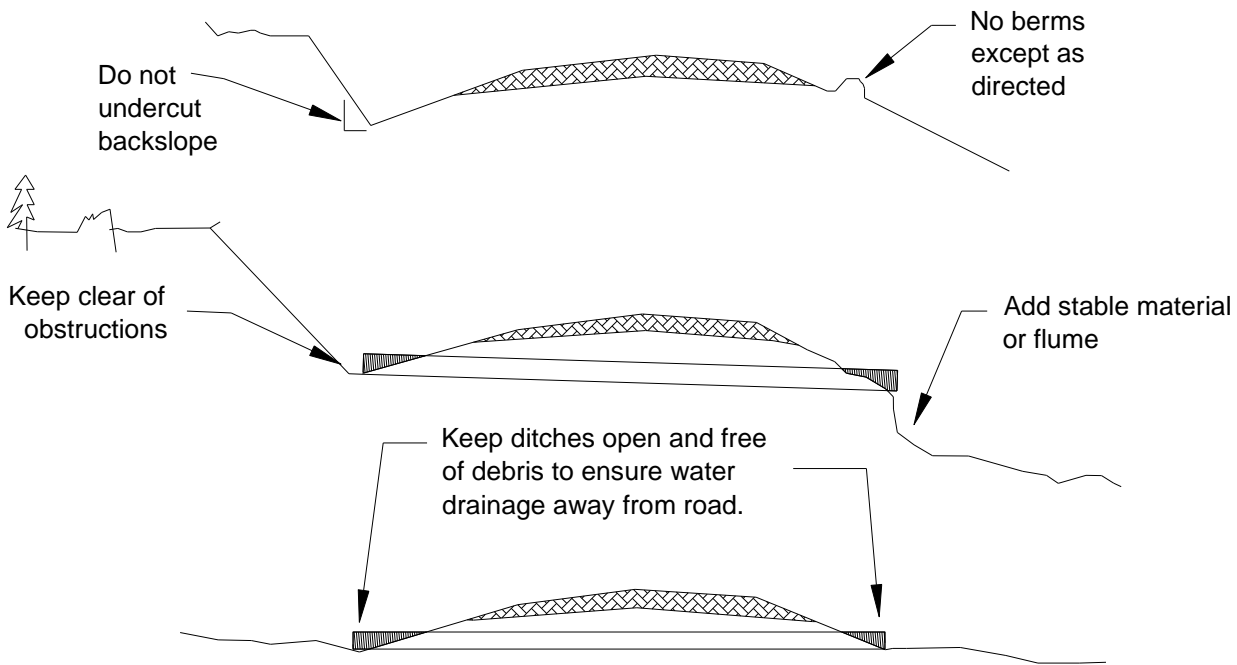
## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS (Sheet 2 of 2)

### Termination of Use or End of Season

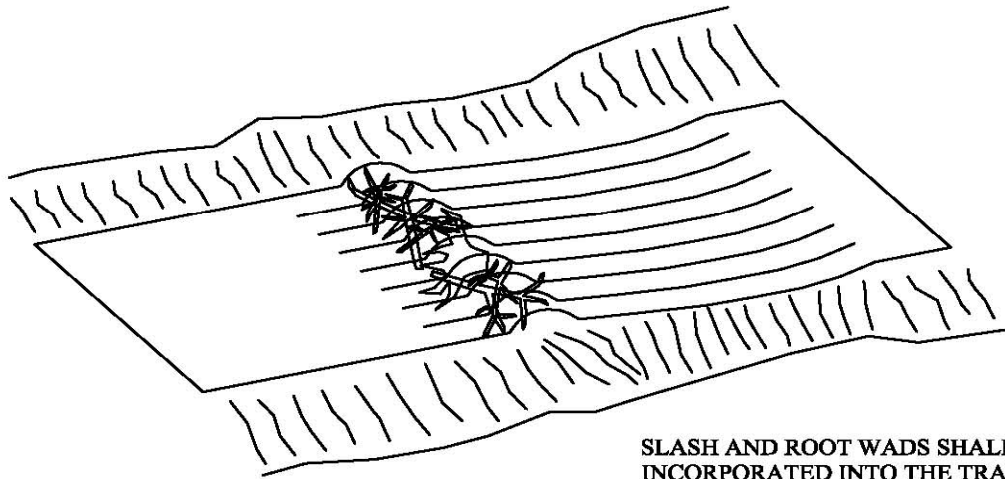
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

### Debris

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

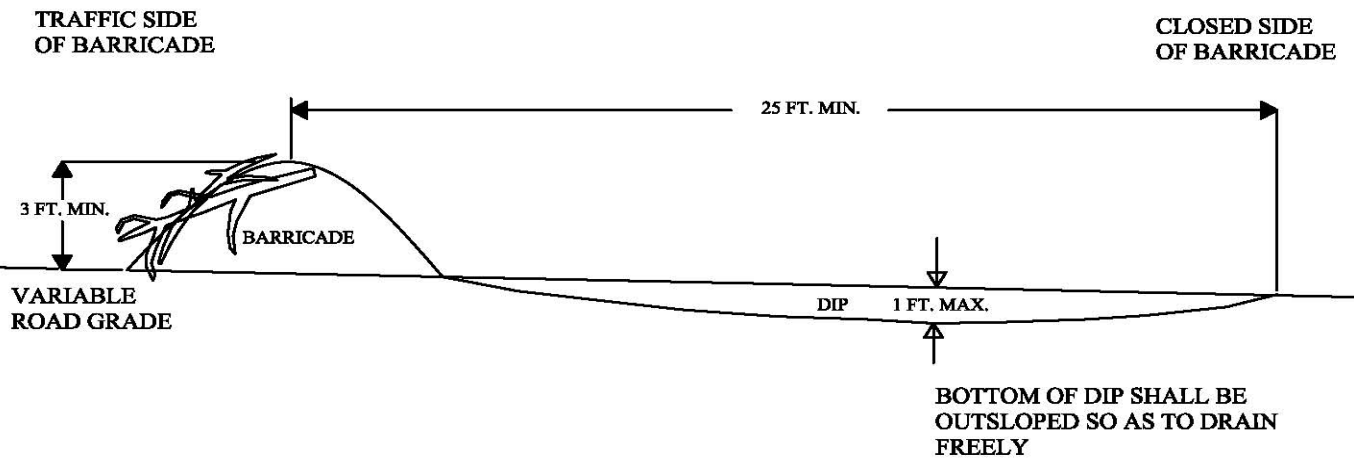


# BARRICADE DETAIL



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

PLAN VIEW

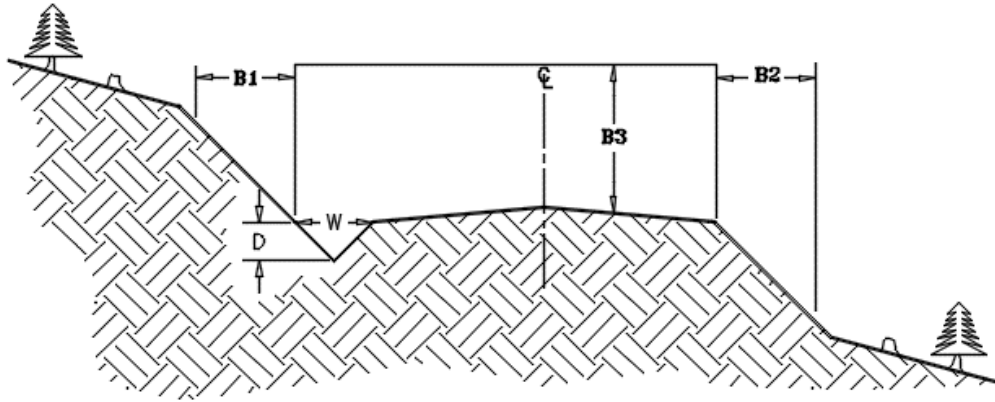


PROFILE VIEW



## BRUSHING DETAIL

(not to scale)



## BRUSHING LIST

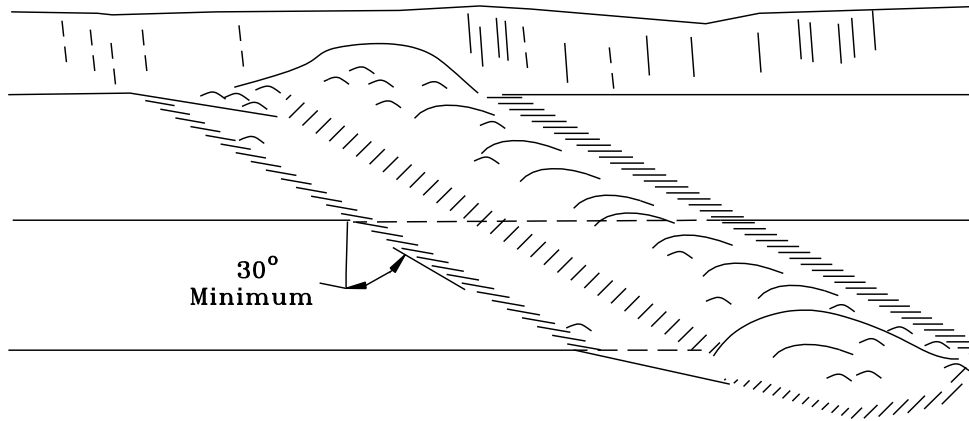
Road Number	From station	To station	Road Width (feet)	Ditch**		Brushing Limits (feet)			Remarks
				Width (feet)	Depth (feet)	B1	B2	B3	
				W	D				<u>In addition to brushing...</u>
B-8000	0+00	118+50	Variable	3	1	8	8	14	Cut brush an extra 16 feet on the inside of a curve to provide extra visibility on switchbacks and curves
B-8300	0+00	65+80	Variable	3	1	8	8	14	
B-8400	0+00	108+45	Variable	3	1	8	8	14	
B-8410	0+00	17+60	Variable	3	1	8	8	14	

B1 extends horizontally the specified distance in feet from the back of the ditch. B2 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 must be cut to a height of 3 inches above the ground. 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.

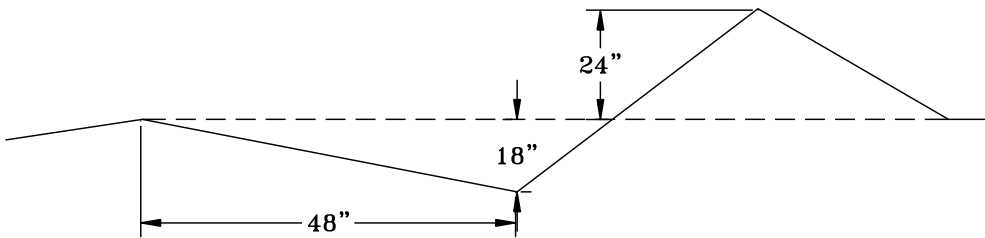
\*\*Ditch Width and Ditch Depth are estimated, some existing roads may have slightly larger or smaller widths and depths. The Brushing Limits shall extend from the edge of ditch as seen in detail above.

# Non-Drivable Water Bar Detail

## Cross Ditch



## Cross Section at Centerline



Water Bar Detail

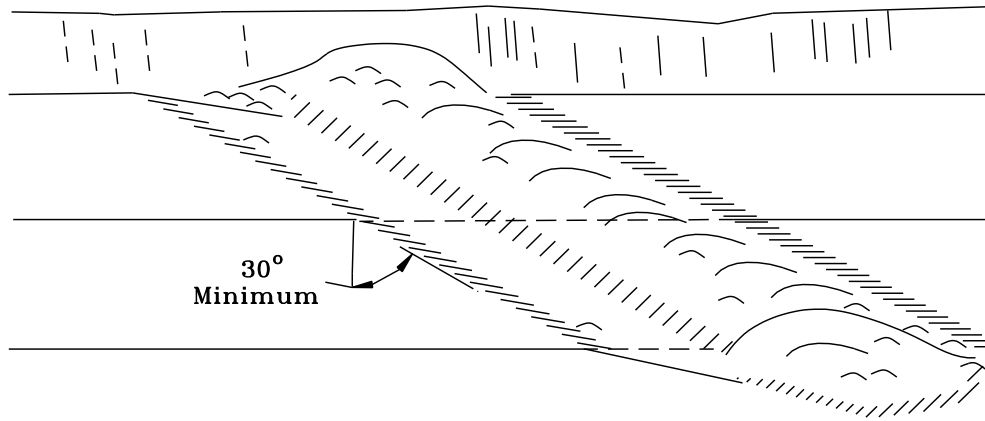
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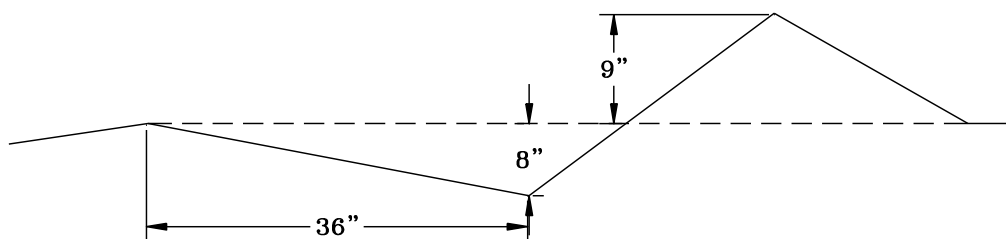
WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

# Drivable Water Bar Detail

## Cross Ditch



## Cross Section at Centerline

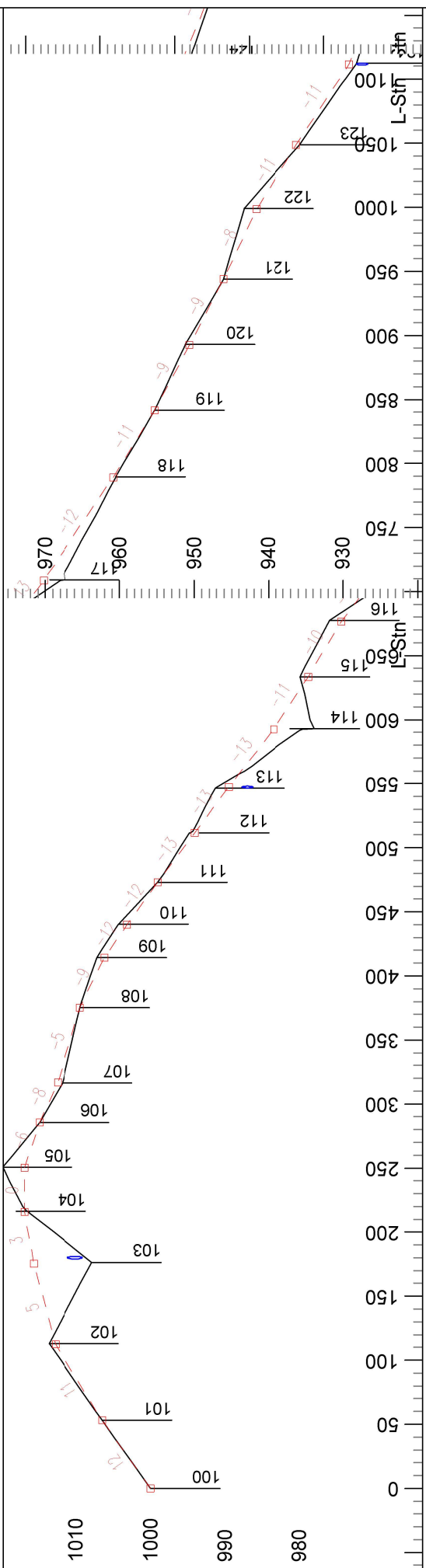
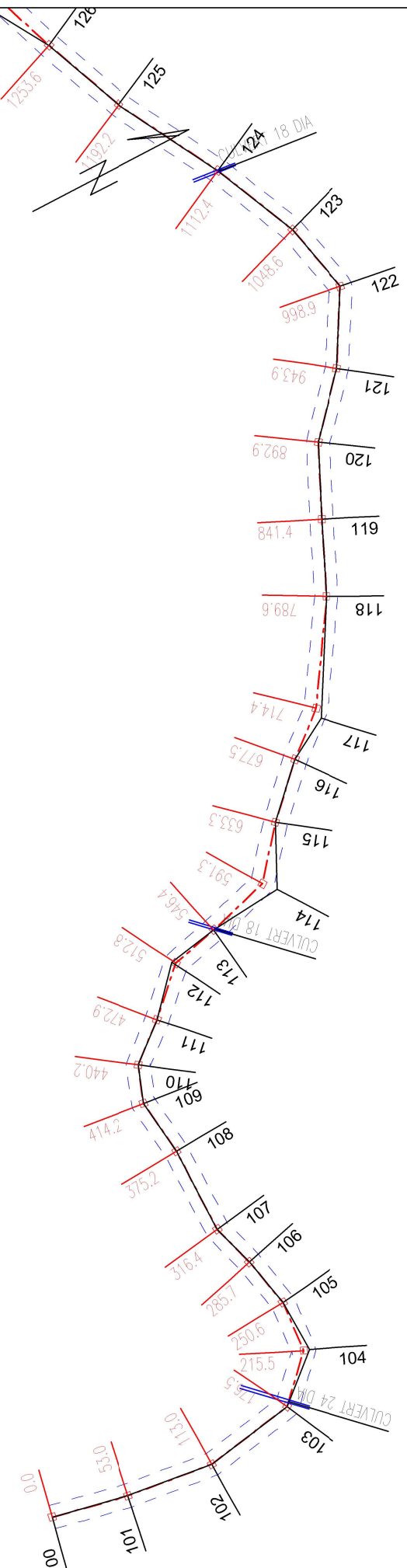


Water Bar Detail

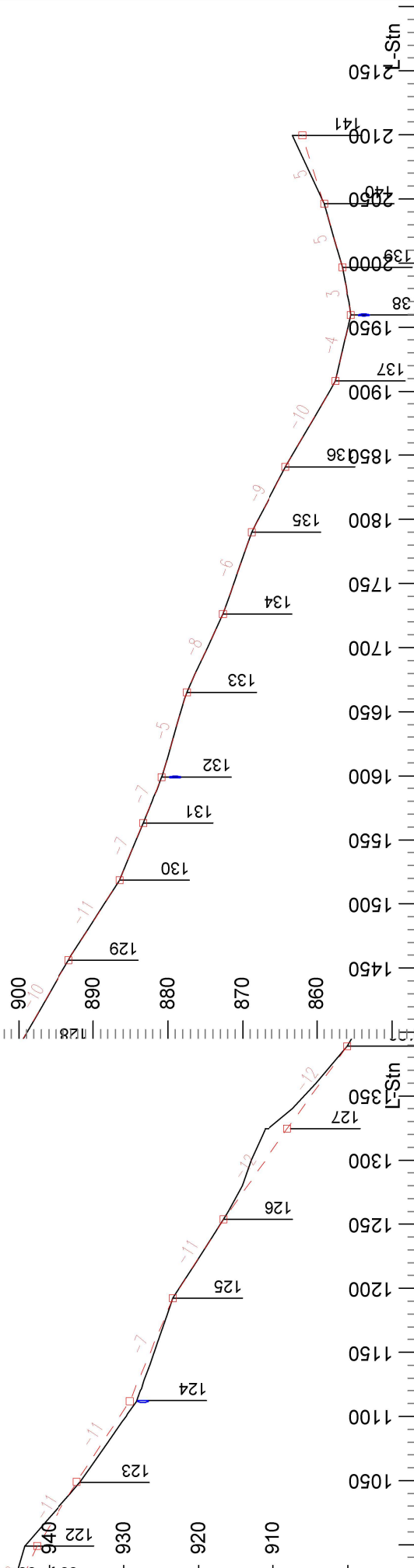
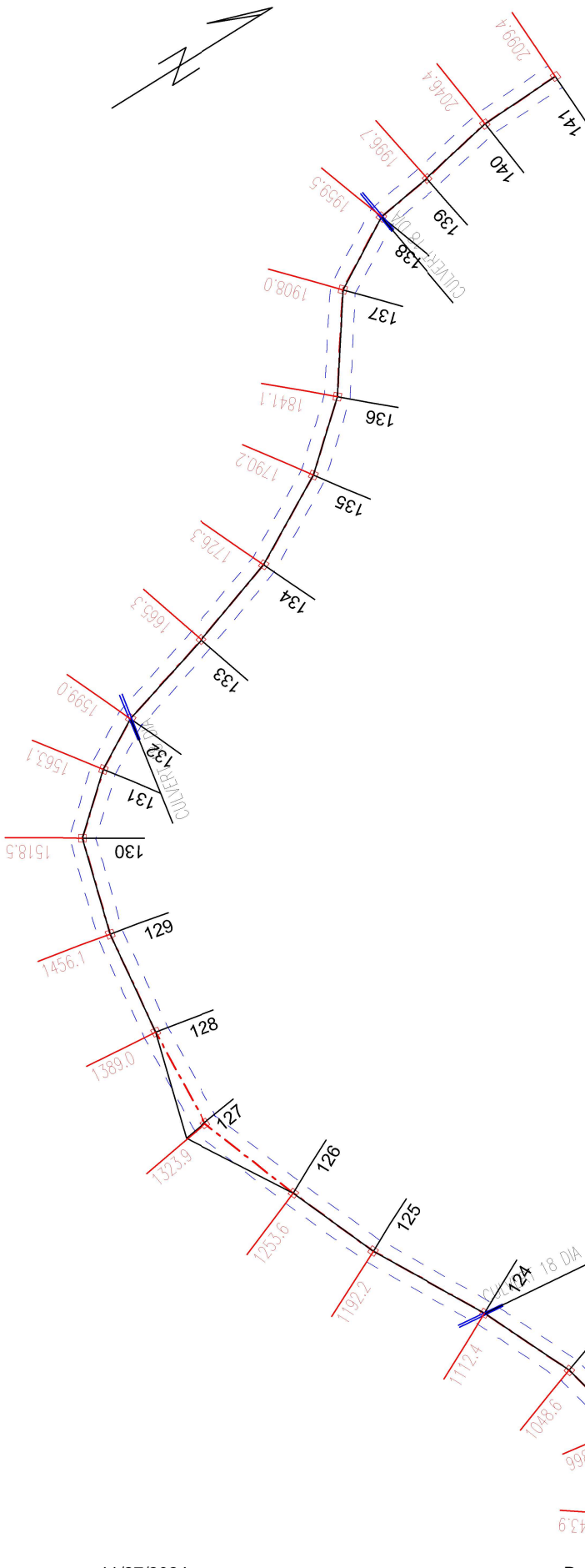
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WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

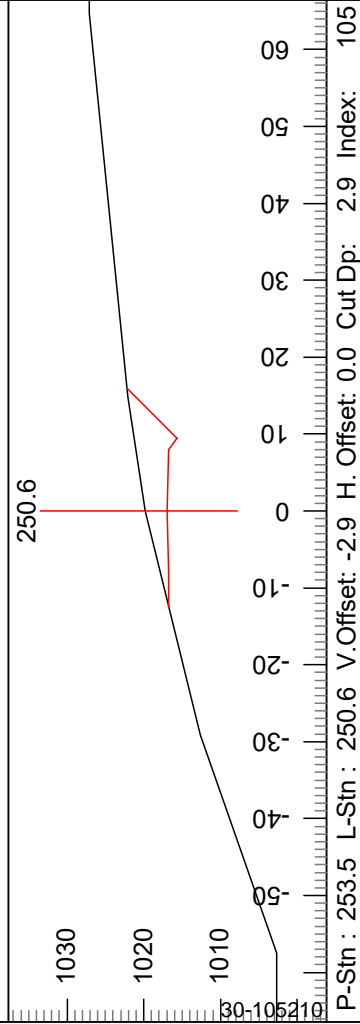
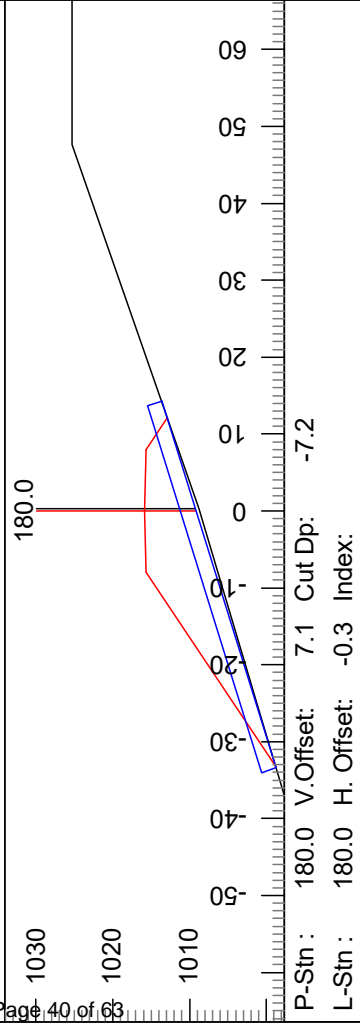
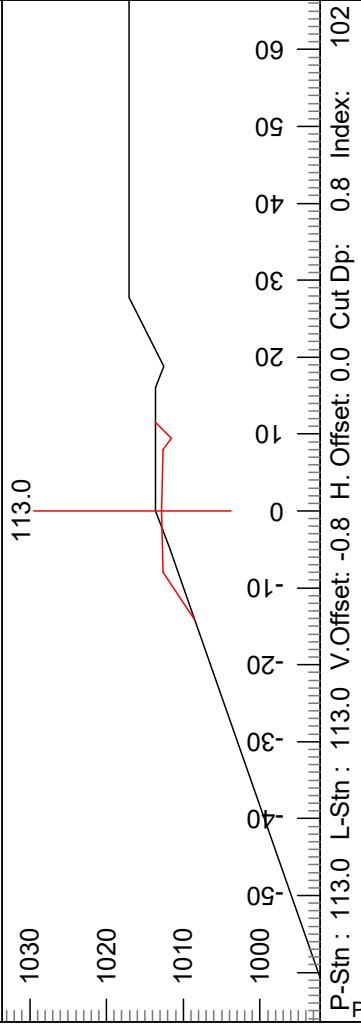
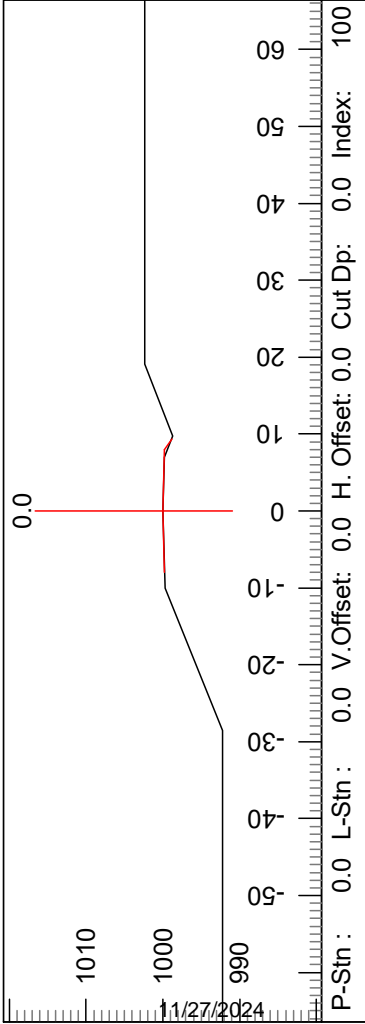
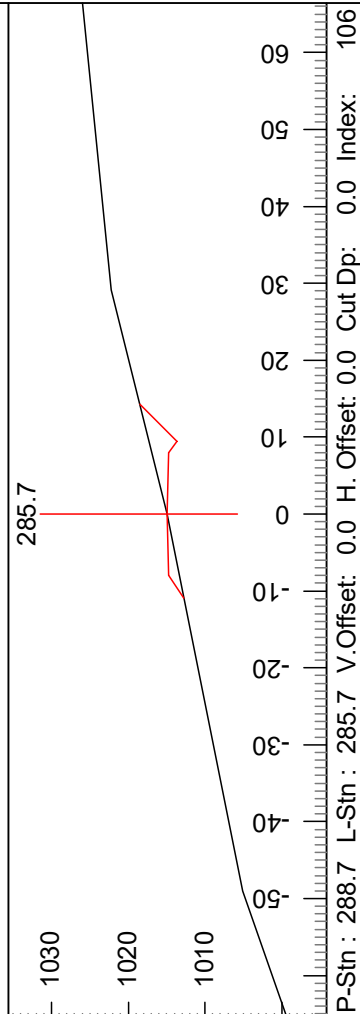
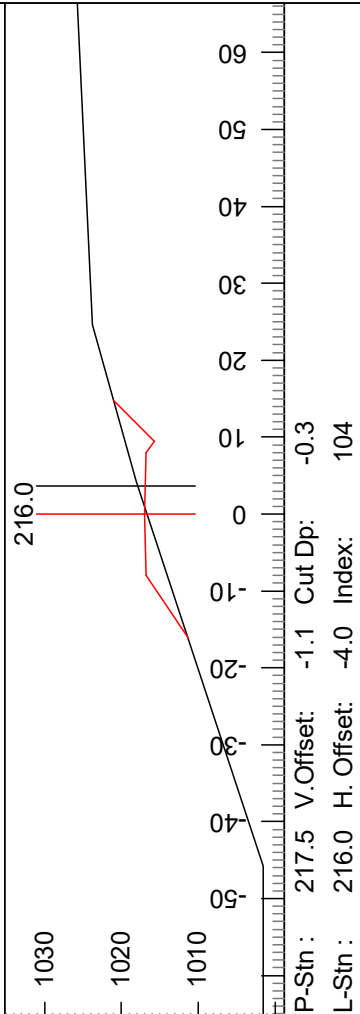
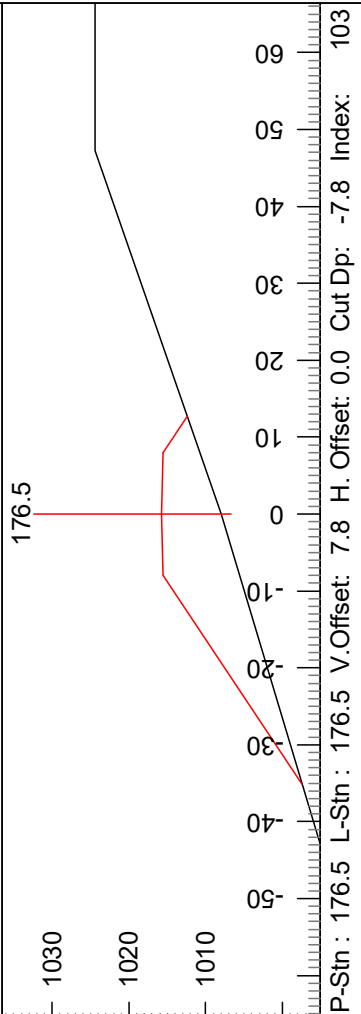
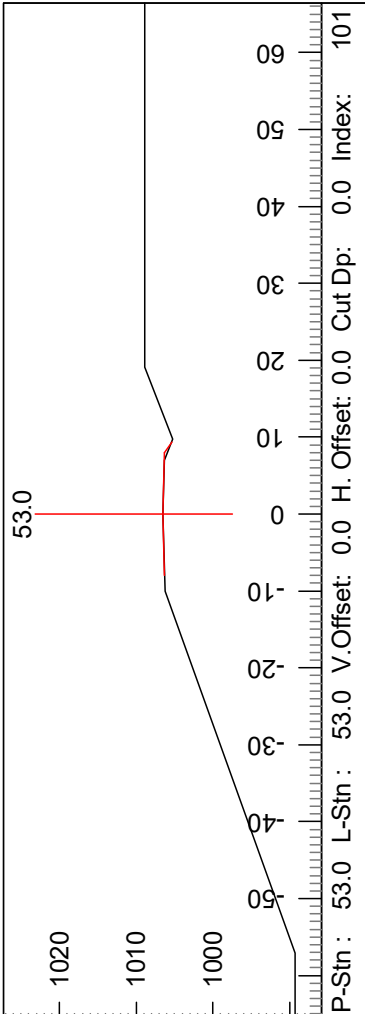


<p>Matador Timber Sale B-8310 Road Contract#: 30-105210</p>	 <p>Washington State Department of Natural Resources South Puget Sound Region</p>	<p>Plan Scale 1:1200</p>	<p>Engineer: J. Gross</p>
		<p>Profile Vert Scale 1:240</p>	<p>24/09/18</p>
		<p>Profile Horz Scale 1:1400</p>	<p>Page 1 of 8</p>



Mass Haul (Cu. Yd.)



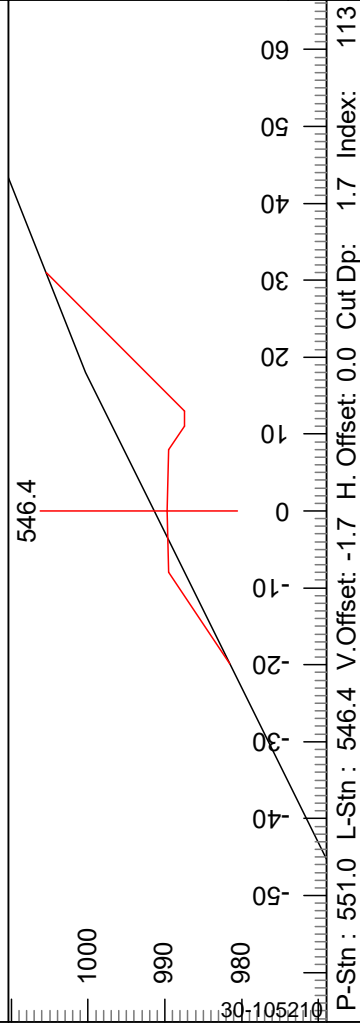
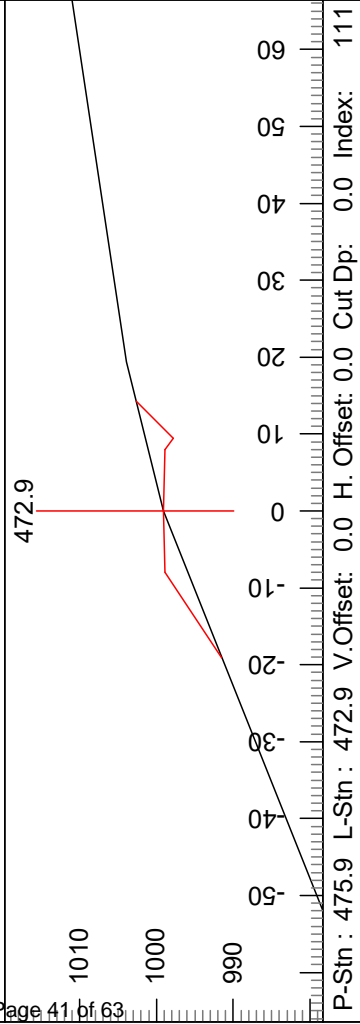
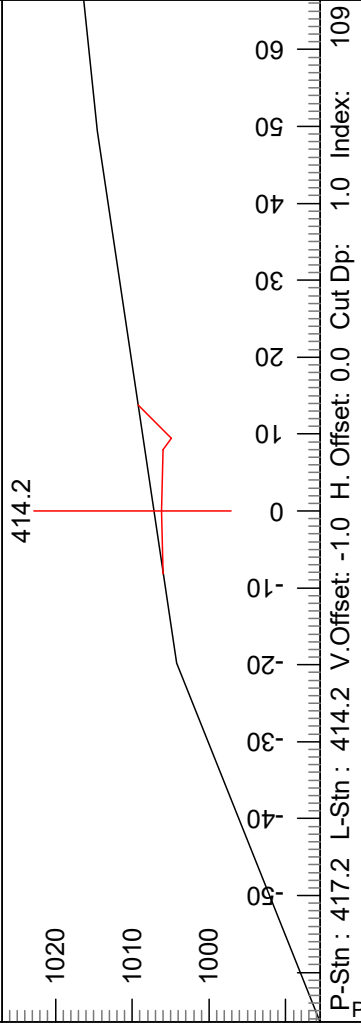
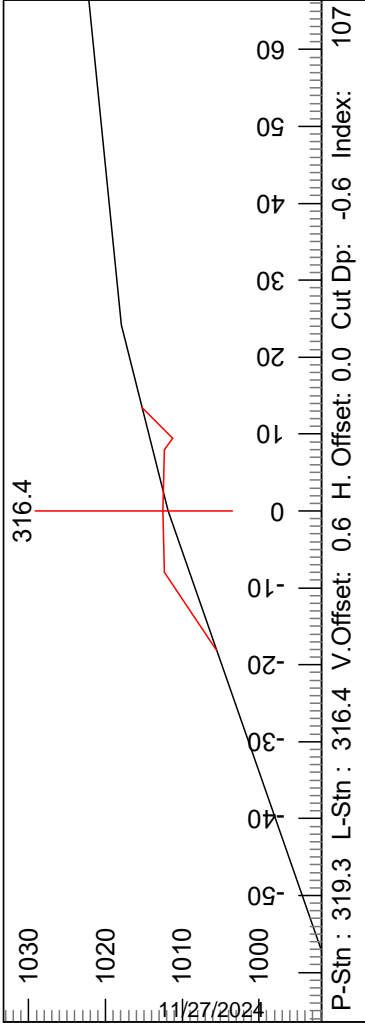
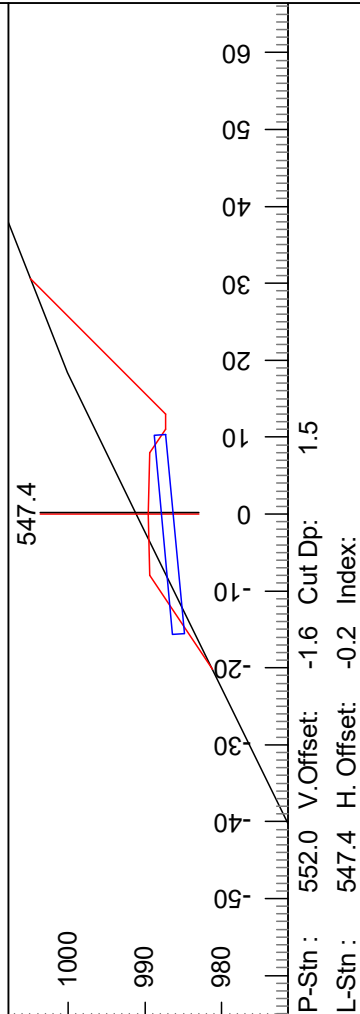
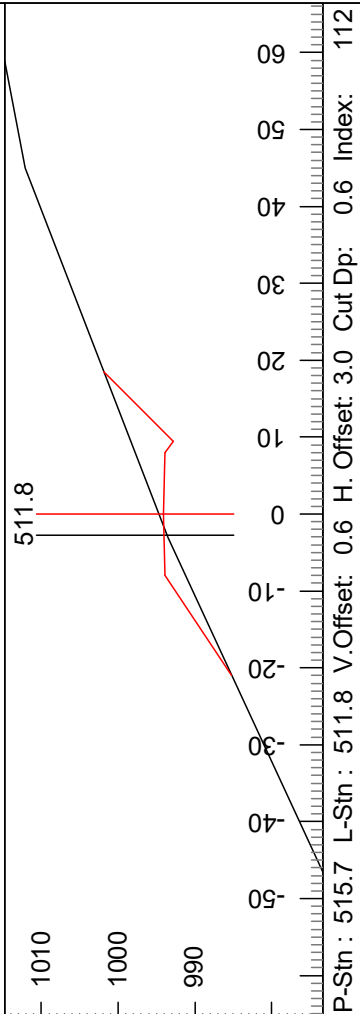
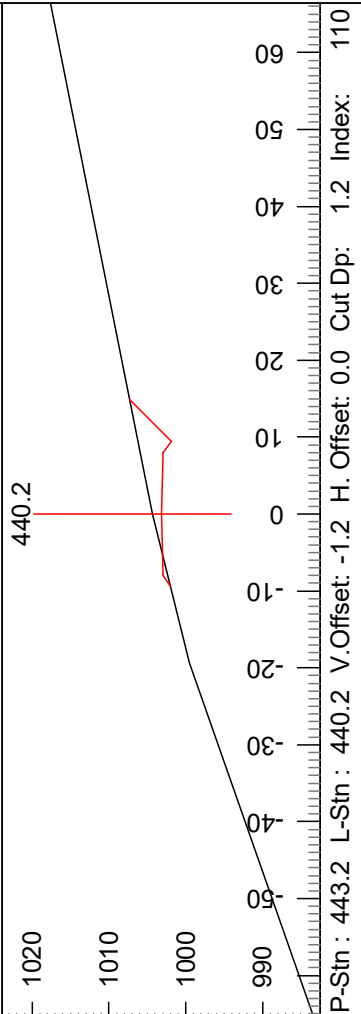
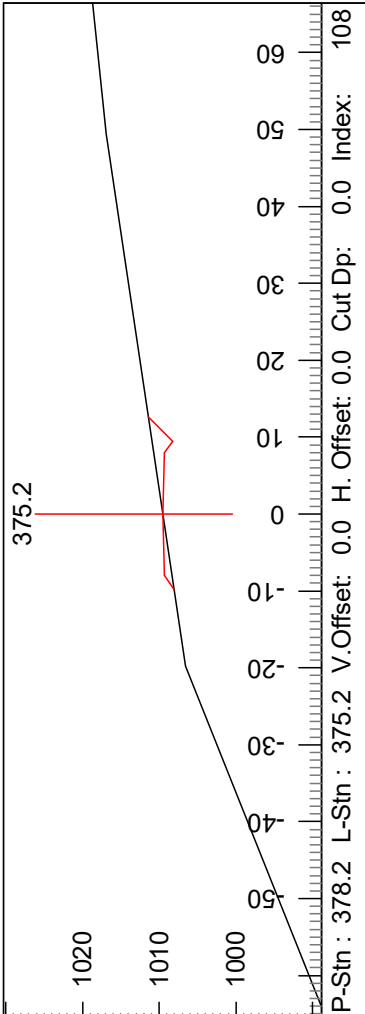


11/27/2024

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	Engineer: J. Gross	Page 3 of 8
	Section Scale 1:300	24/09/18
Matador Timber Sale B-8310 Road Contract#: 30-105210	Washington State Department of Natural Resources South Puget Sound Region	

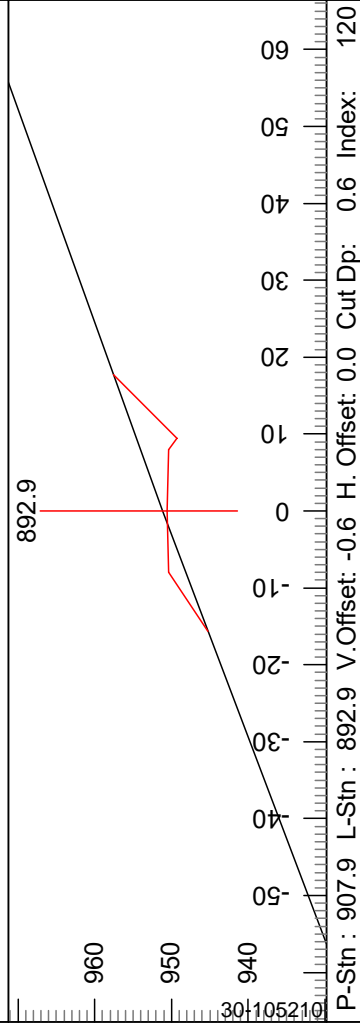
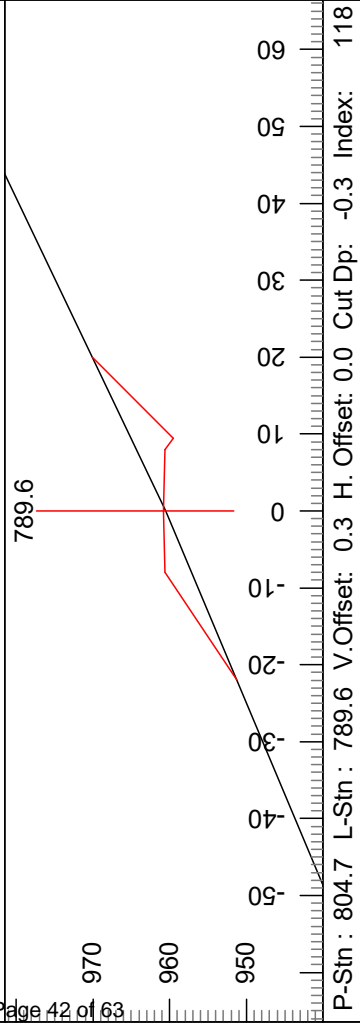
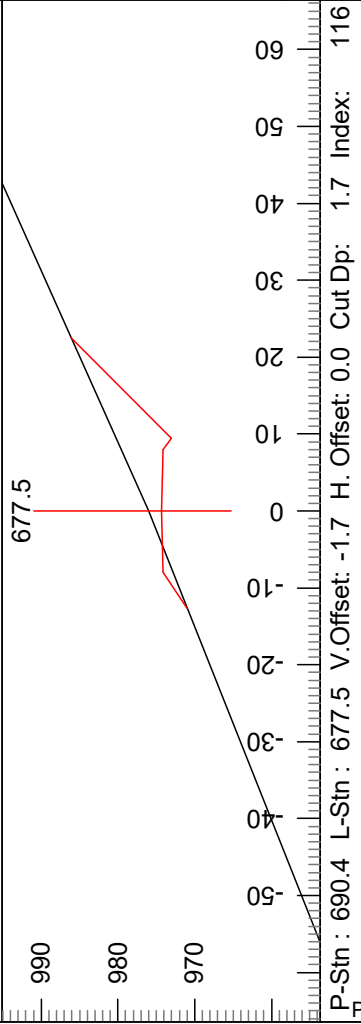
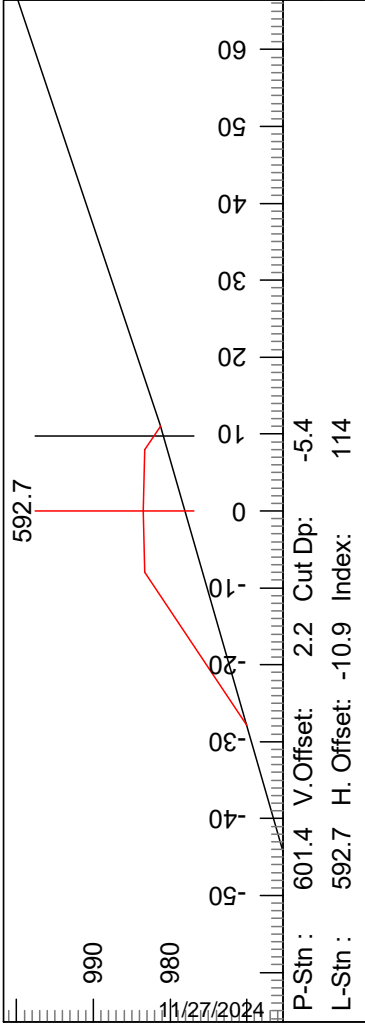
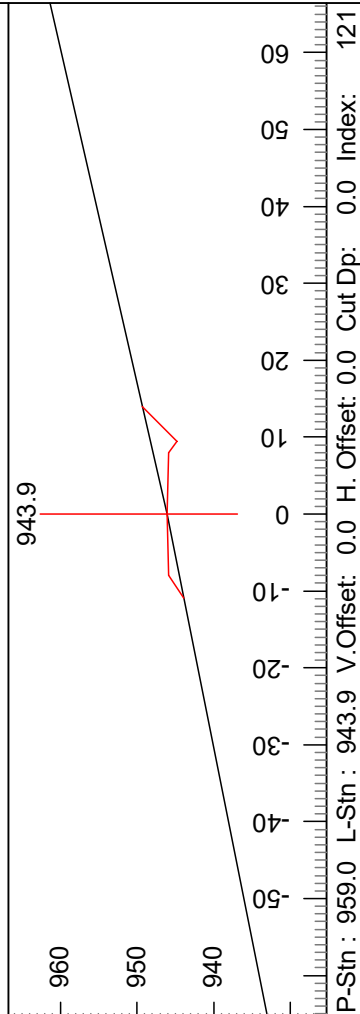
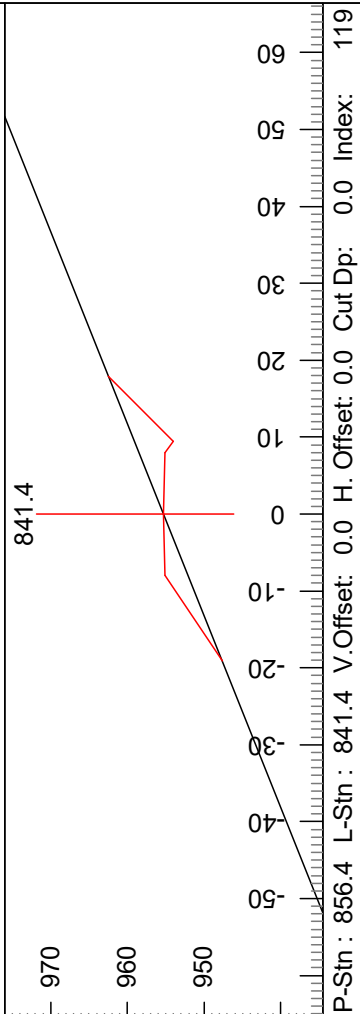
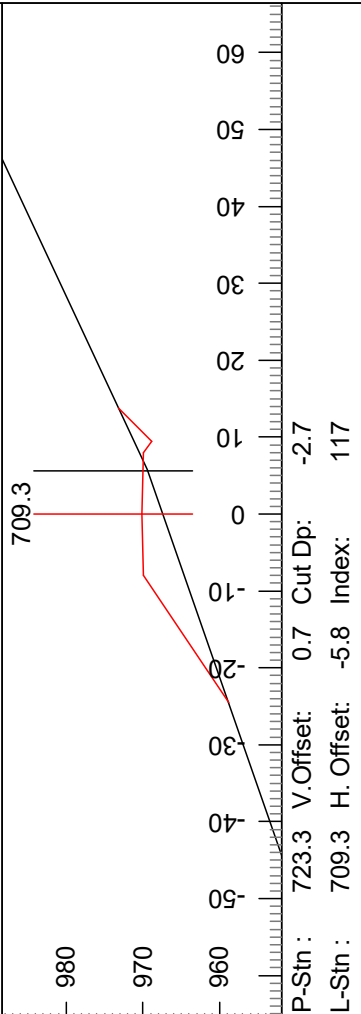
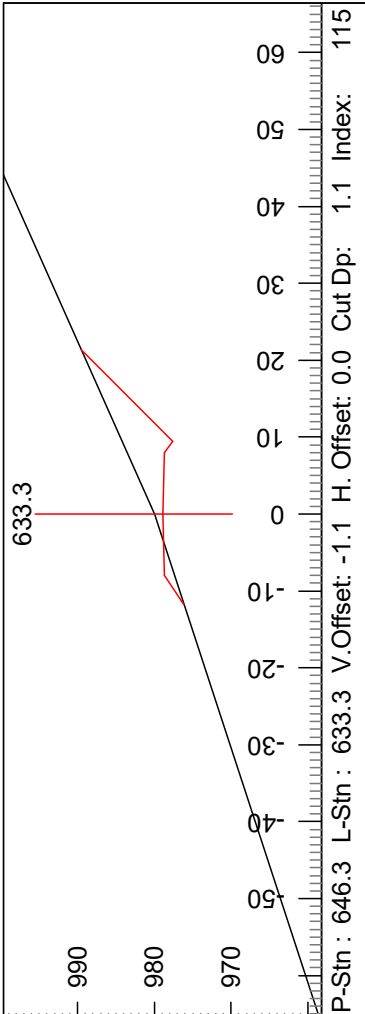


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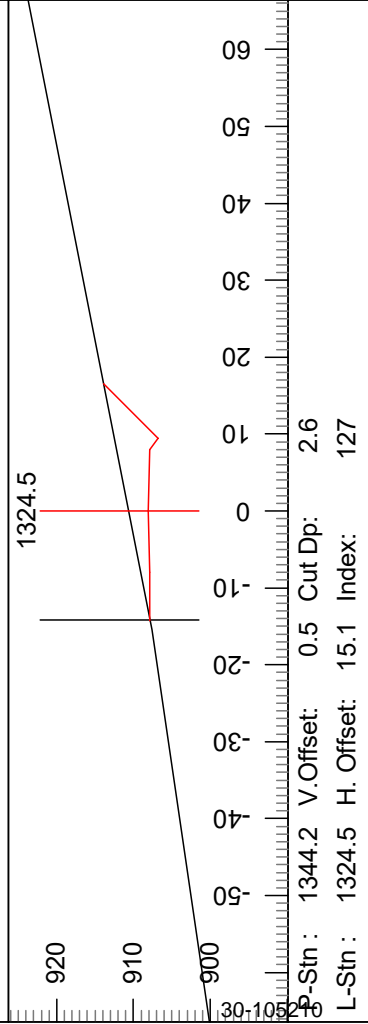
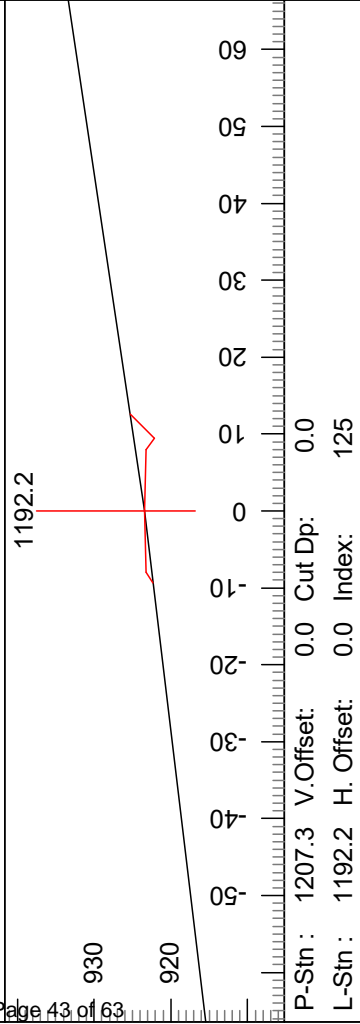
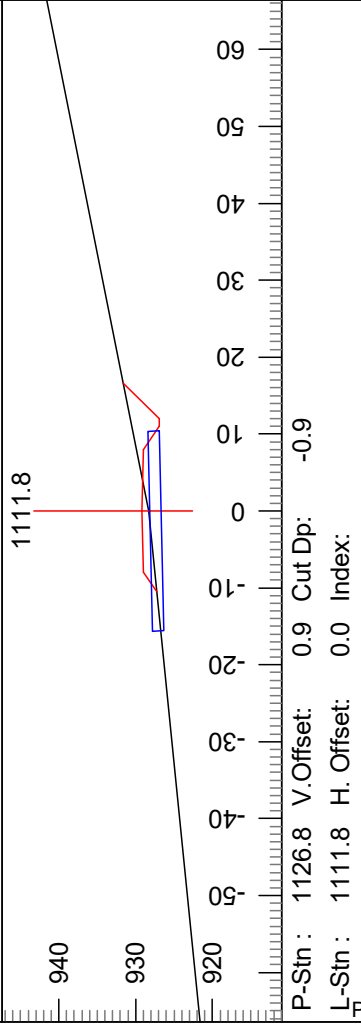
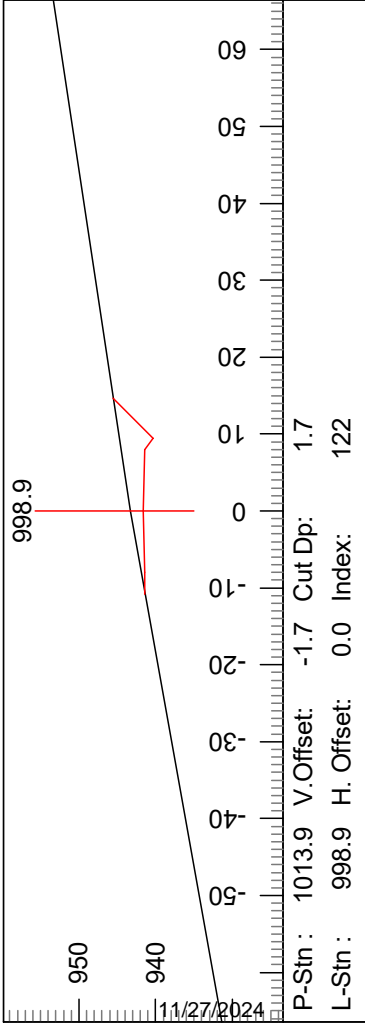
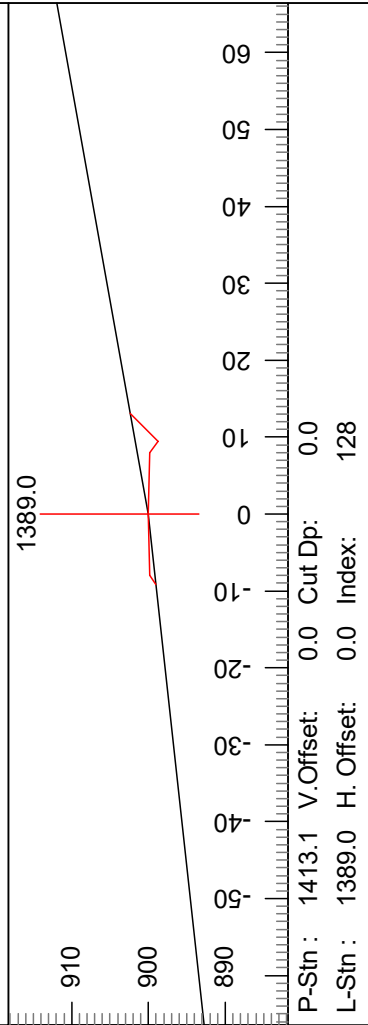
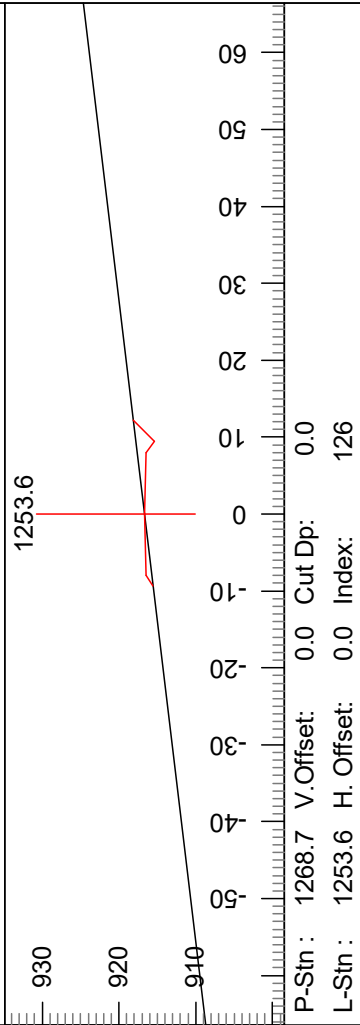
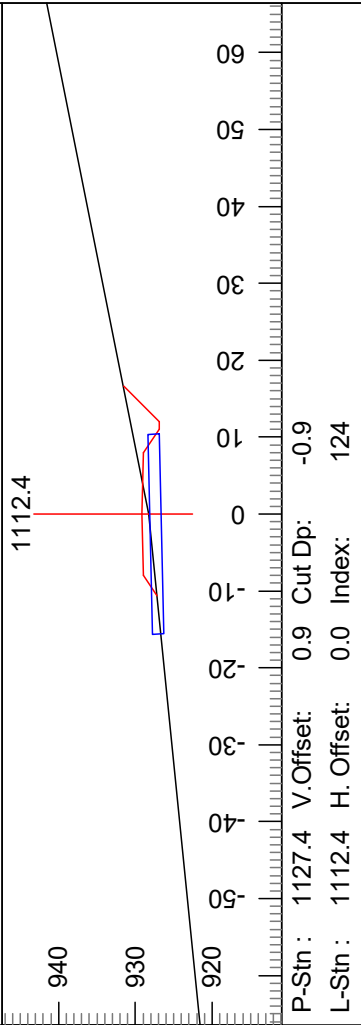
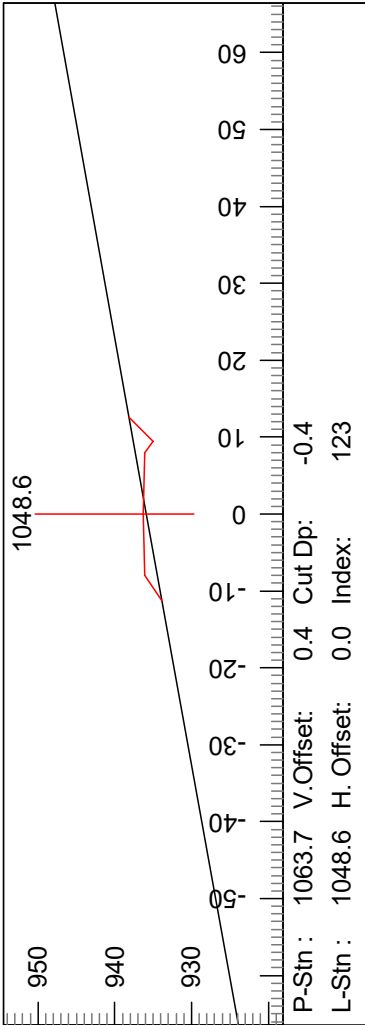
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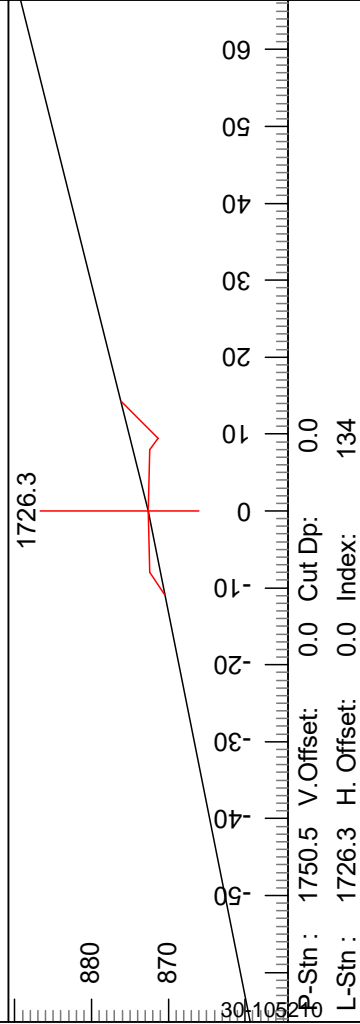
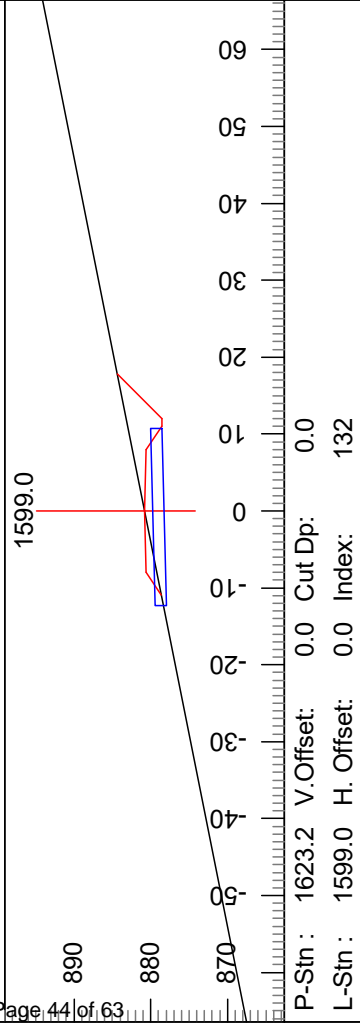
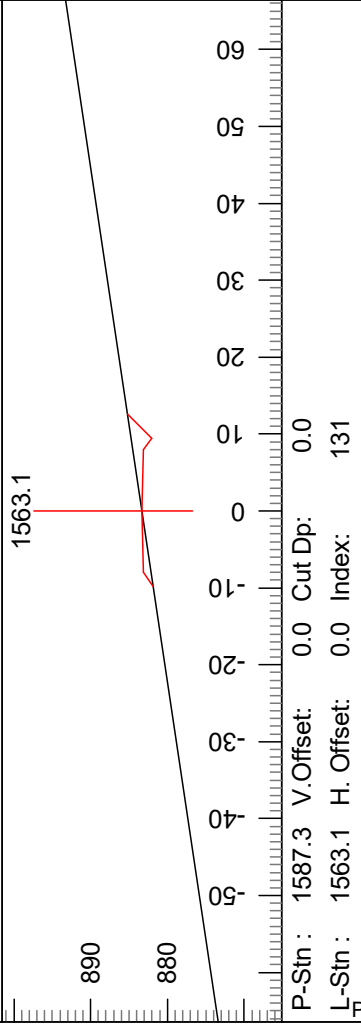
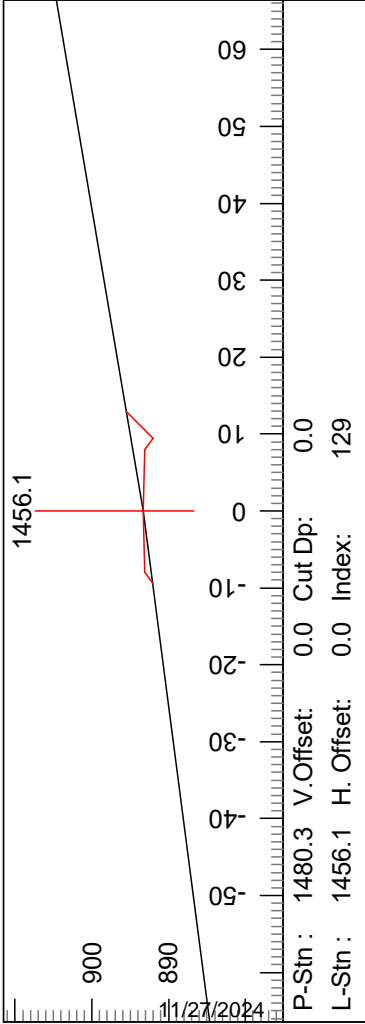
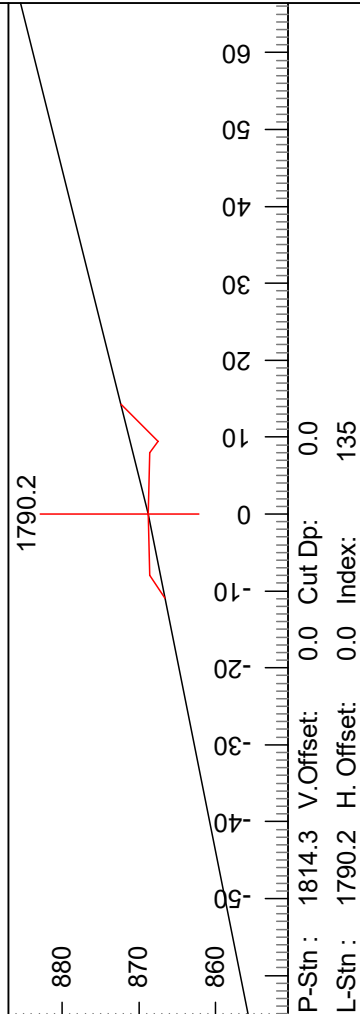
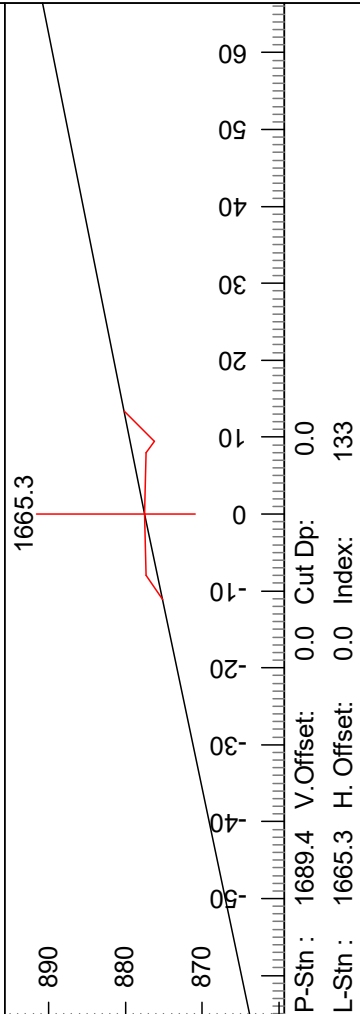
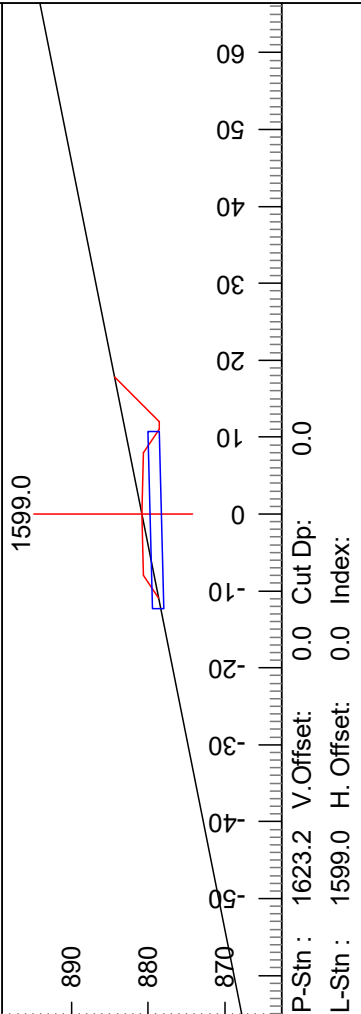
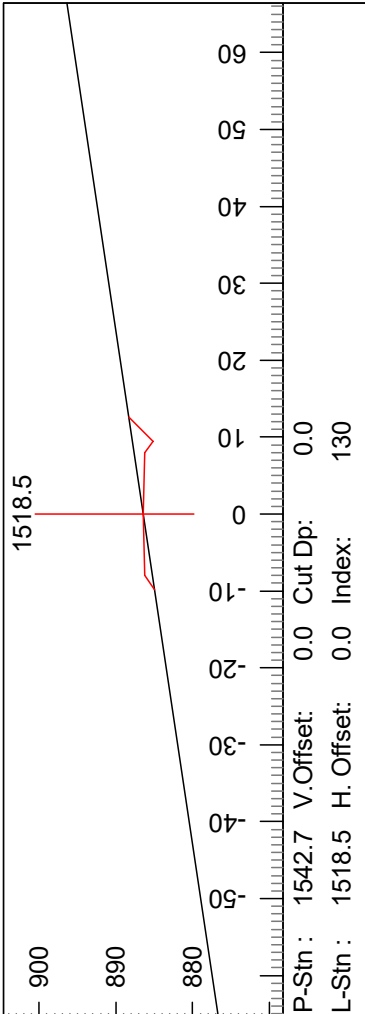
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	Matador Timber Sale B-8310 Road Contract#: 30-105210	Washington State Department of Natural Resources South Puget Sound Region	Engineer: J. Gross 24/09/18	Section Scale 1:300 Page 5 of 8
				





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Matador Timber Sale B-8310 Road Contract#: 30-105210		

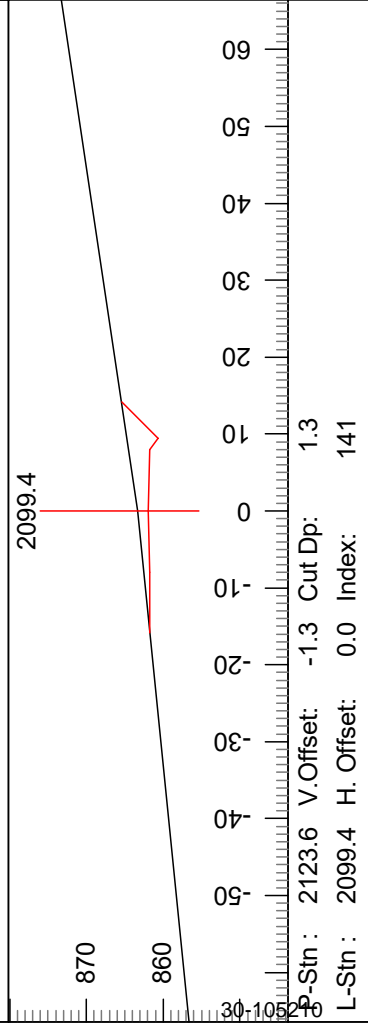
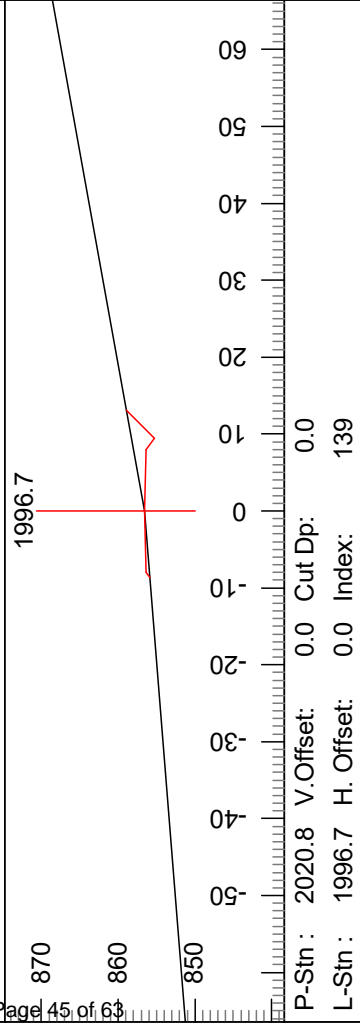
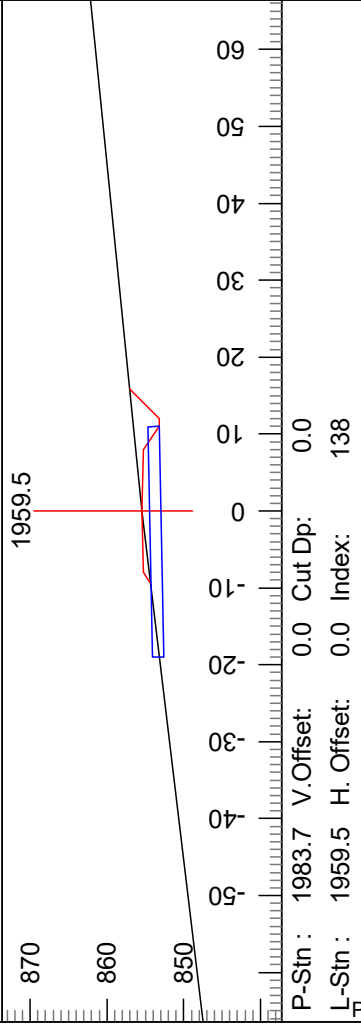
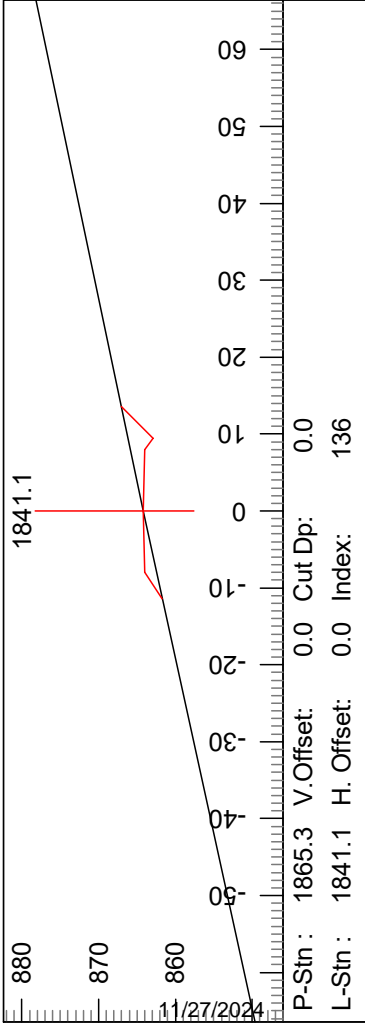
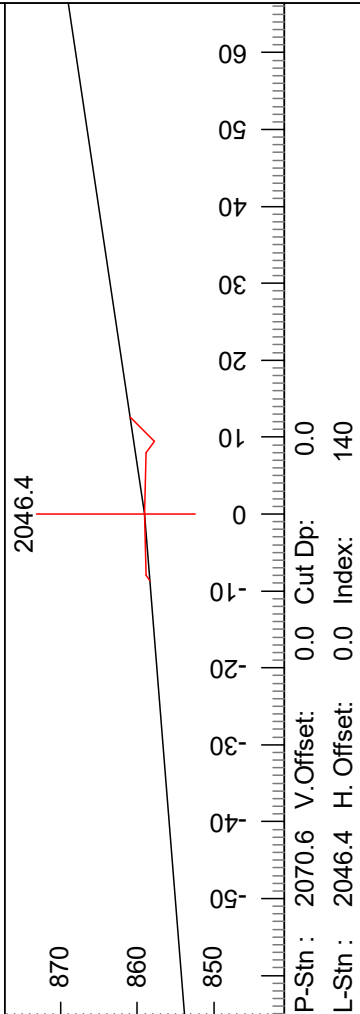
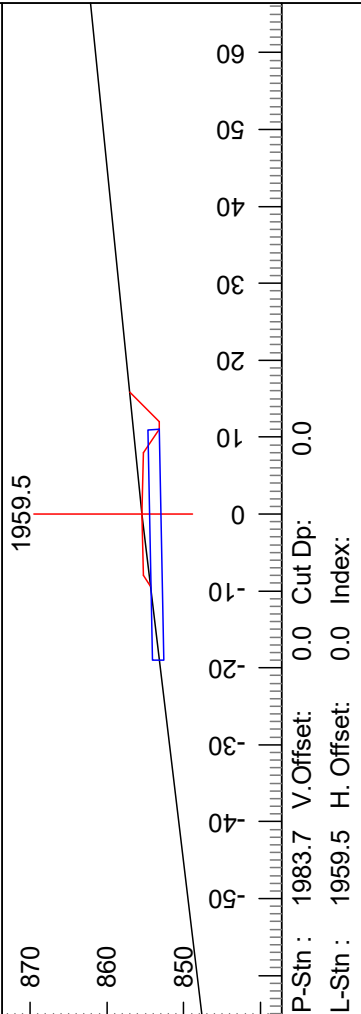
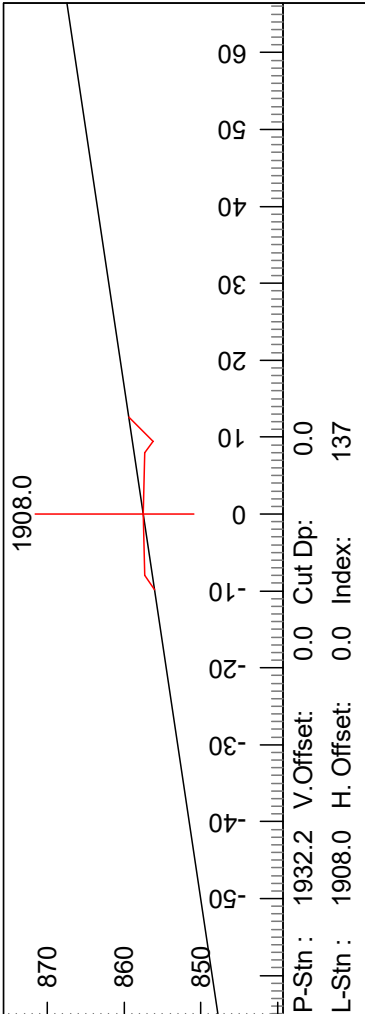


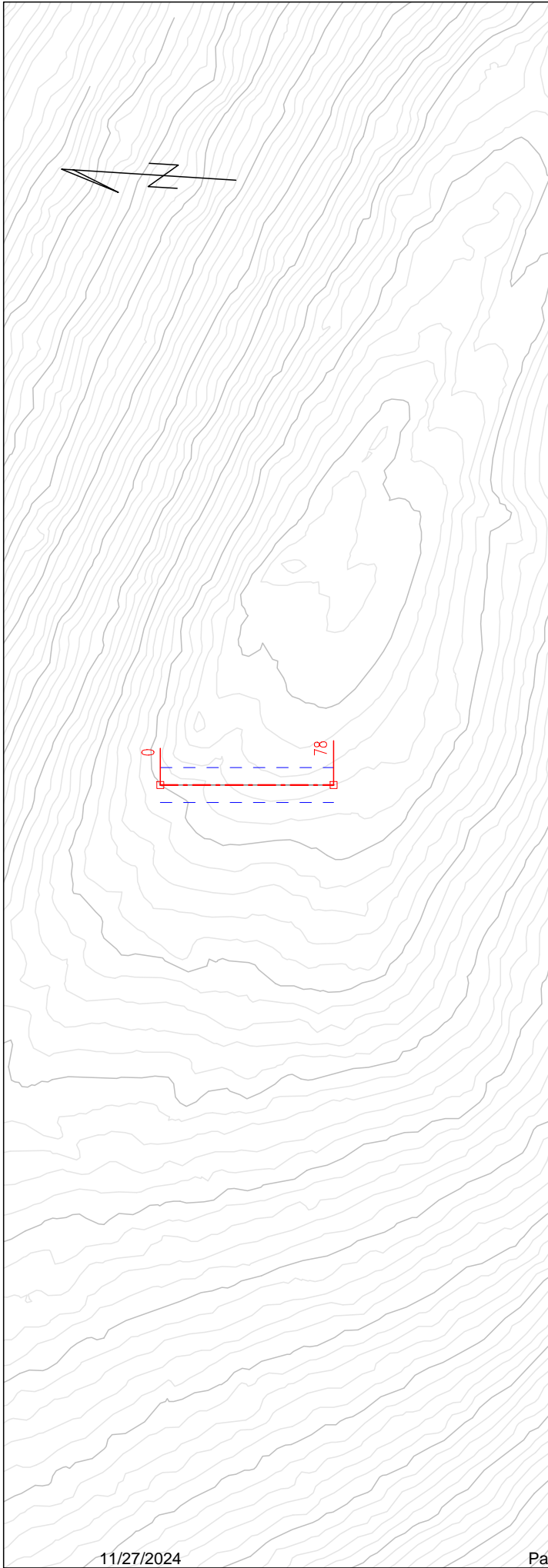
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Matador Timber Sale  
 B-8310 Road  
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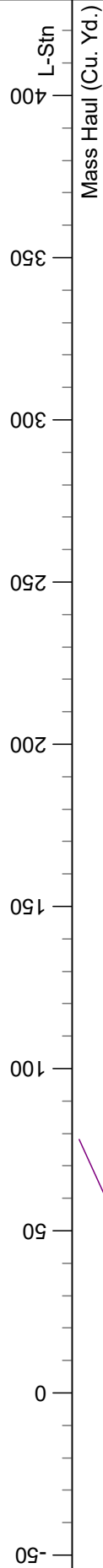
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Matador Timber Sale  
B-8340 Road  
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Plan Scale 1:800

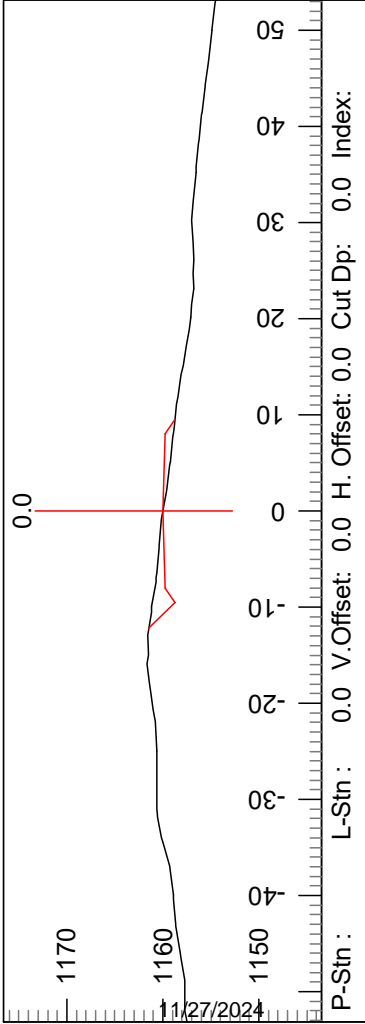
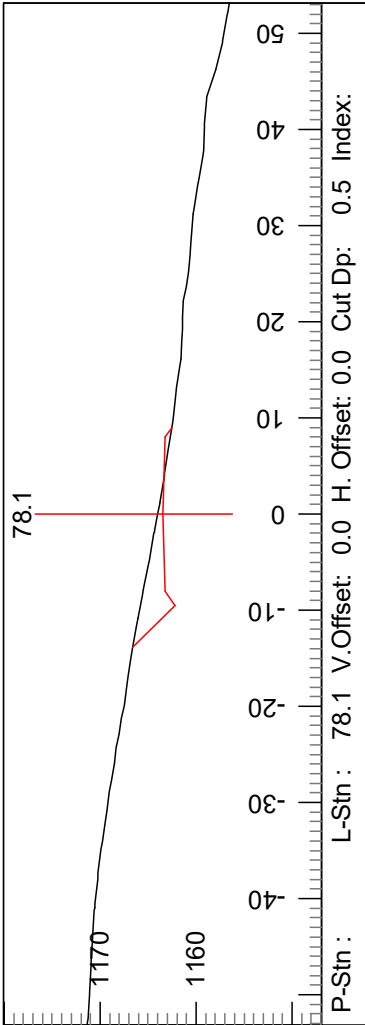
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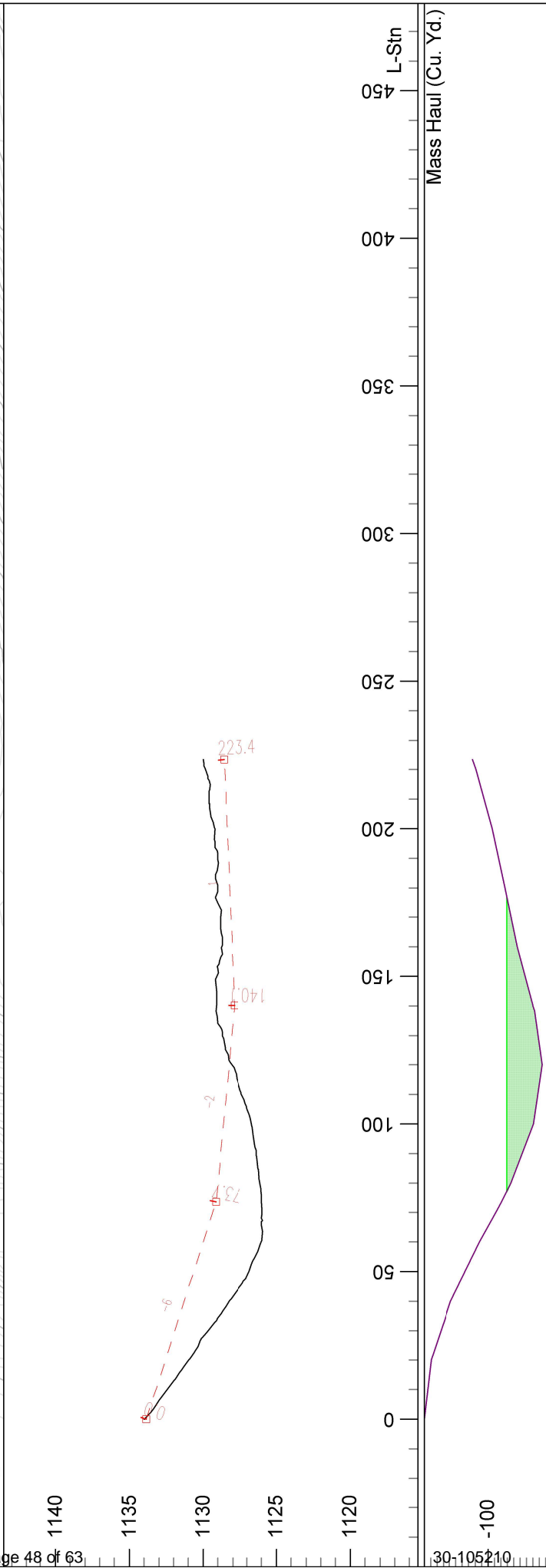
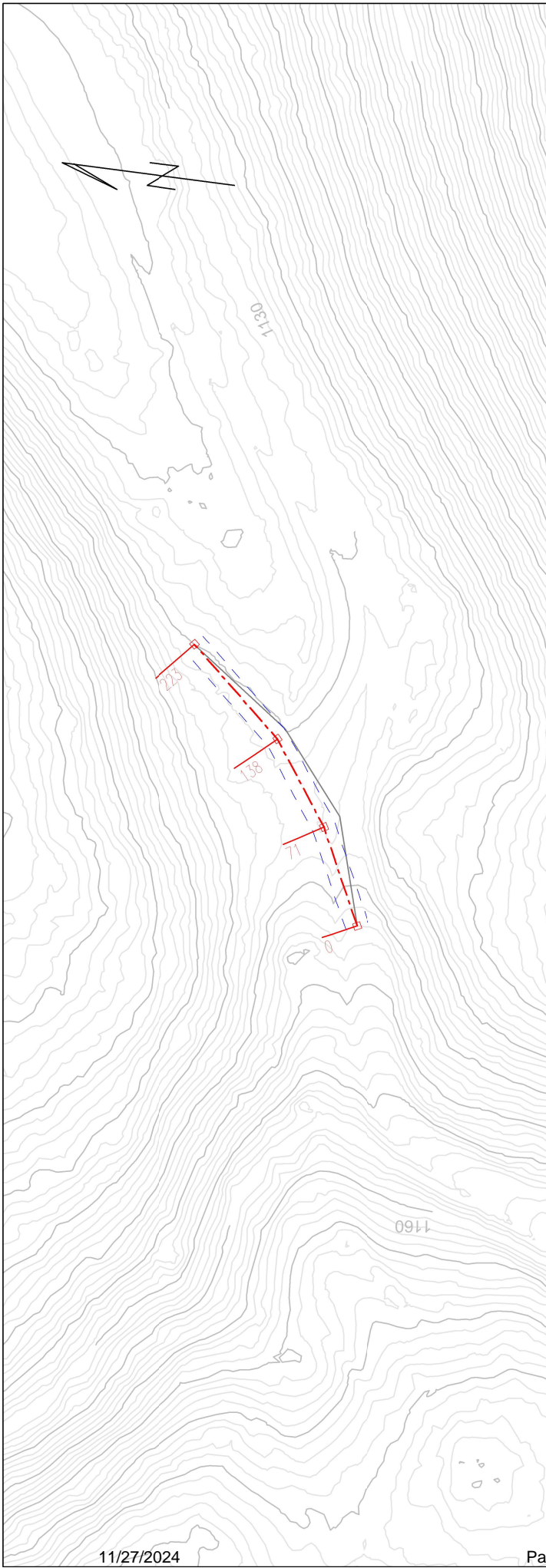
Engineer: J. Gross

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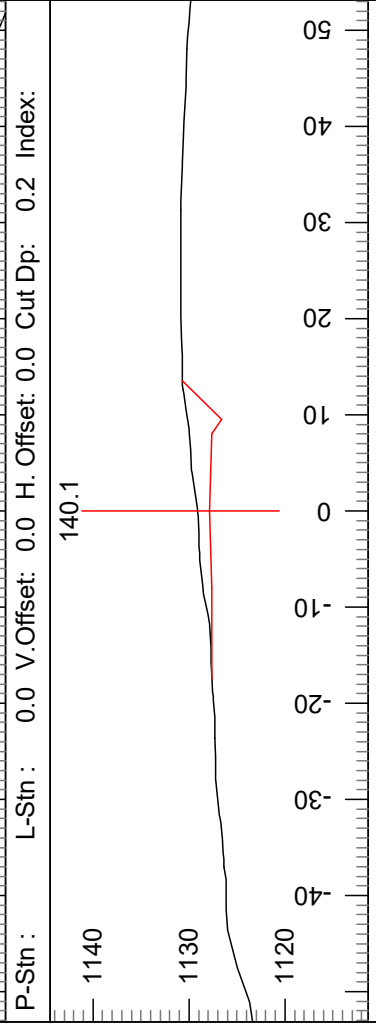
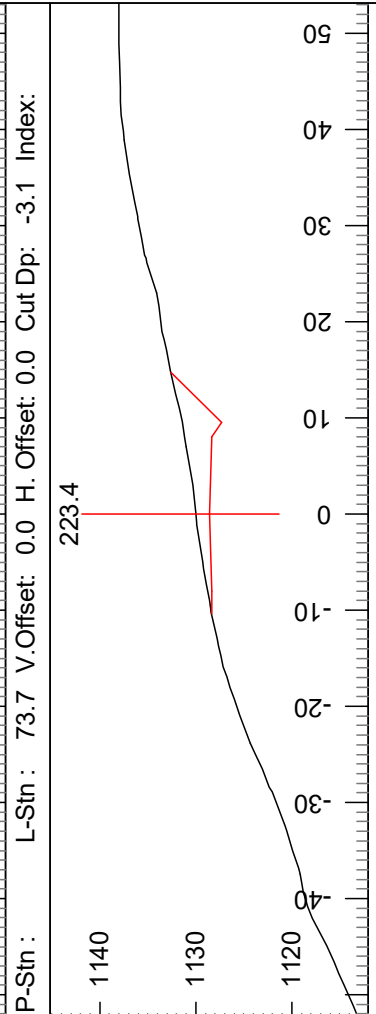
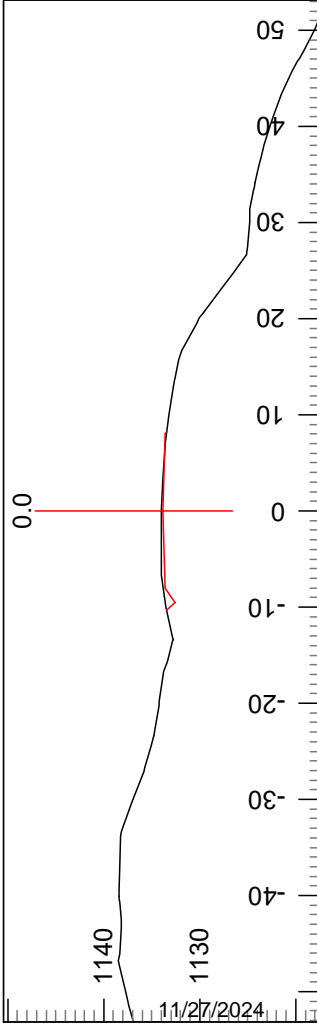
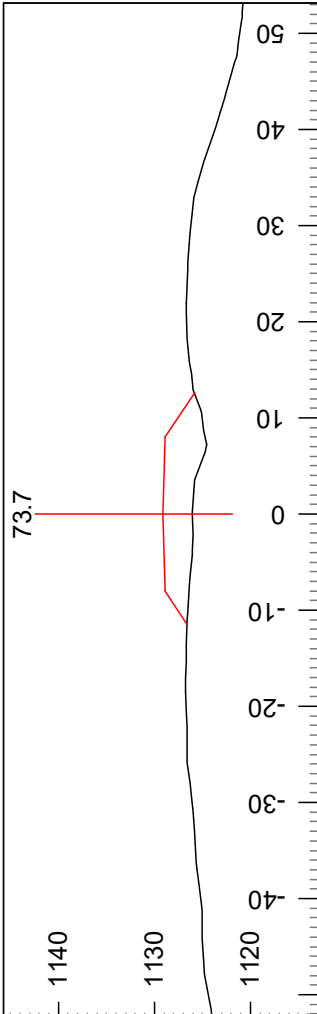
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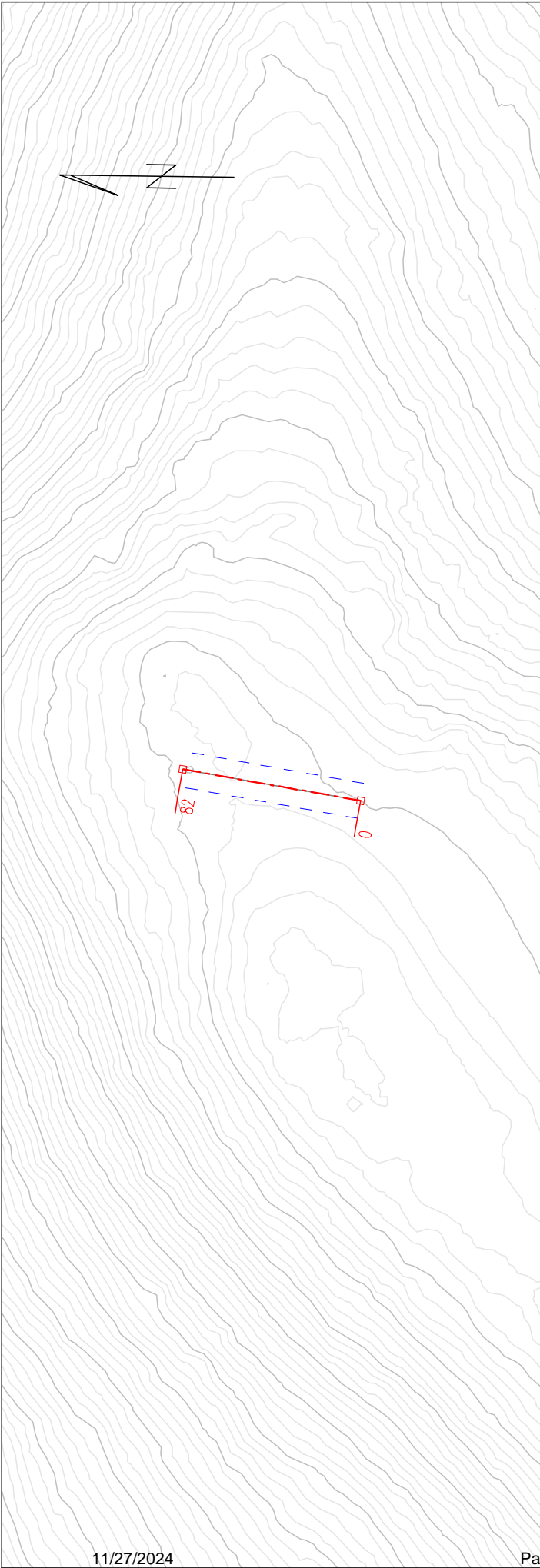
Matador Timber Sale B-8340 Road Contract#: 30-105210	 Washington State Department of Natural Resources South Puget Sound Region	Engineer: J. Gross	Page 2 of 2
		Section Scale 1:240	24/09/18



Matador Timber Sale B-8370 Road Contract#: 30-105210	 Washington State Department of Natural Resources South Puget Sound Region	Plan Scale 1:1200 Profile Vert Scale 1:120 Profile Horz Scale 1:600	Engineer: J. Gross 24/09/18	Page 1 of 2
		Mass Haul (Cu. Yd.)		



<p>Matador Timber Sale B-8370 Road Contract#: 30-105210</p>	 <p>Washington State Department of Natural Resources South Puget Sound Region</p>	<p>Section Scale 1:240</p>	<p>Engineer: J. Gross 24/09/18 Page 2 of 2</p>
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1150

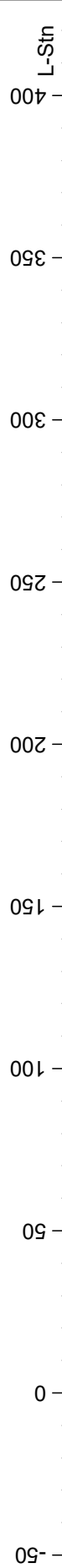
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Mass Haul (Cu. Yd.)

Matador Timber Sale  
B-8390 Road  
Contract#: 30-105210

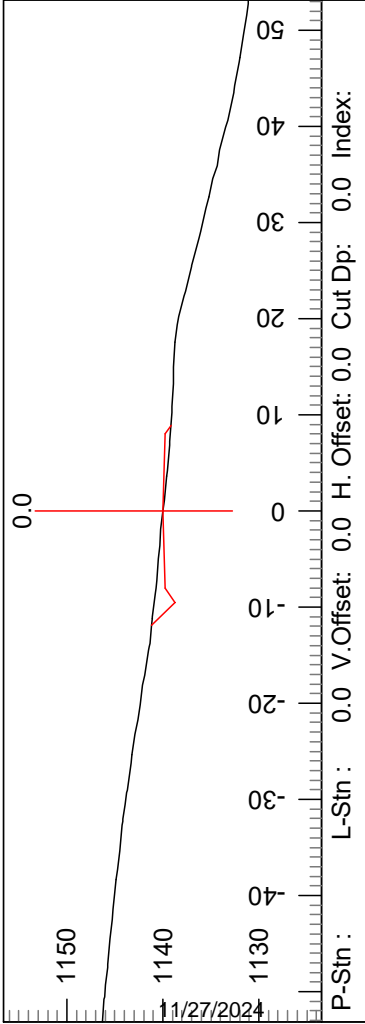
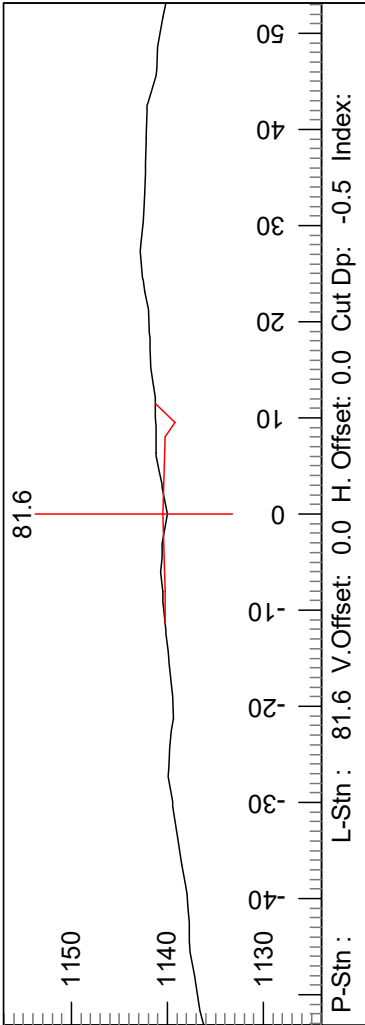
Washington State Department of Natural Resources  
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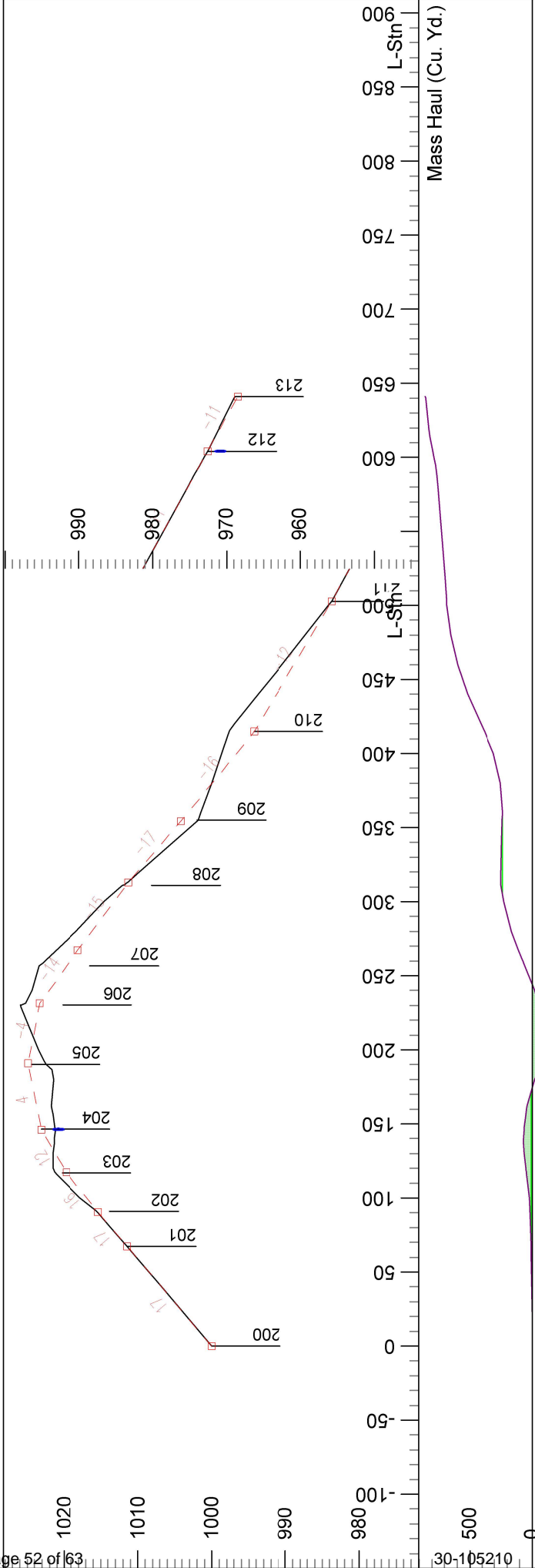
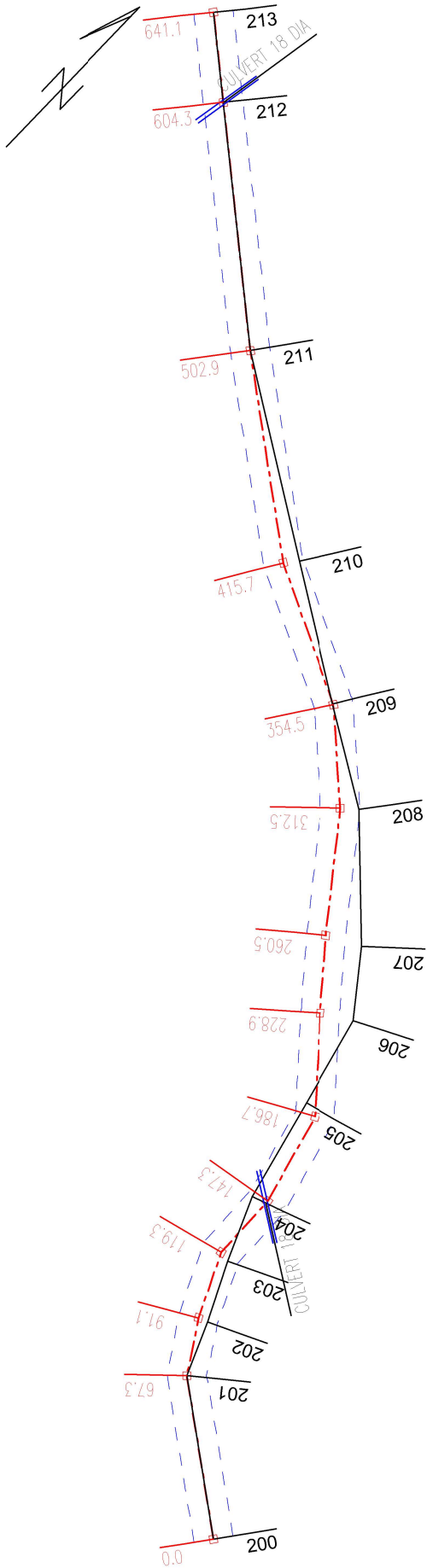
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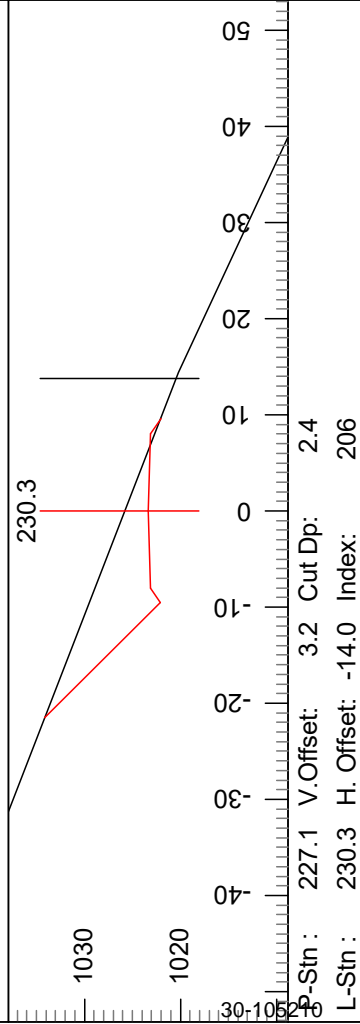
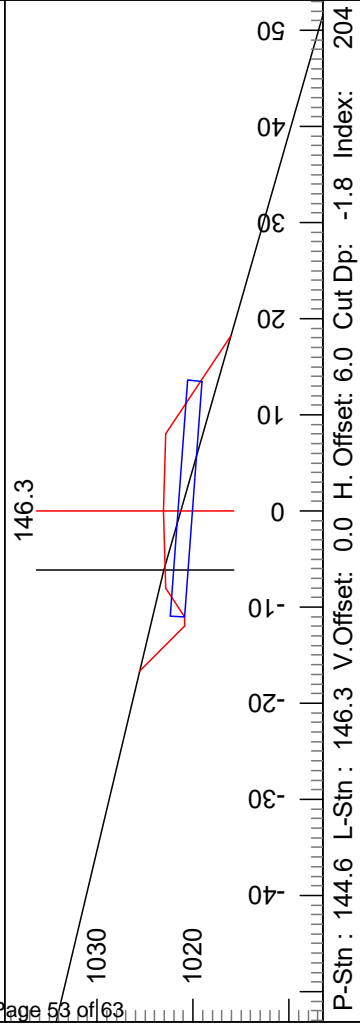
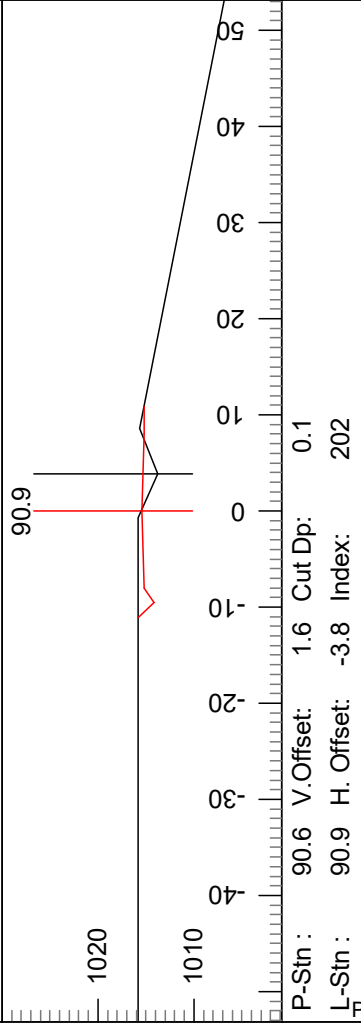
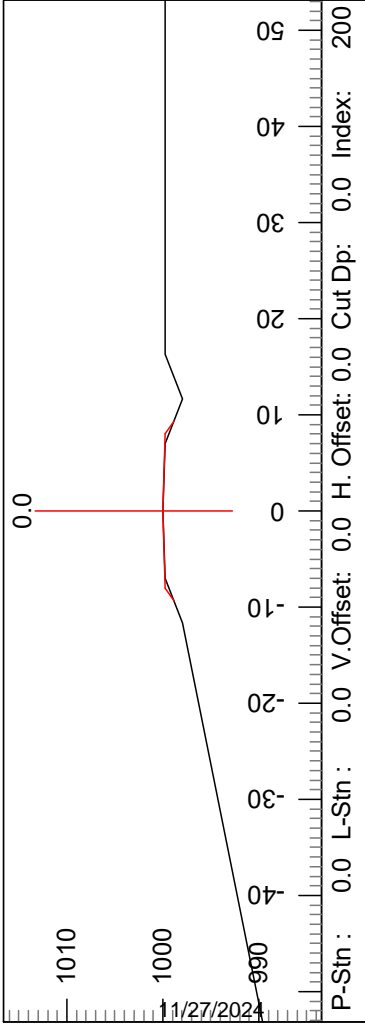
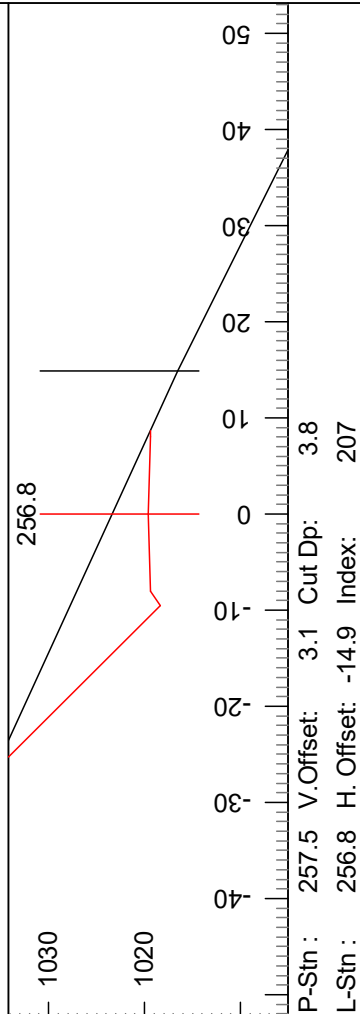
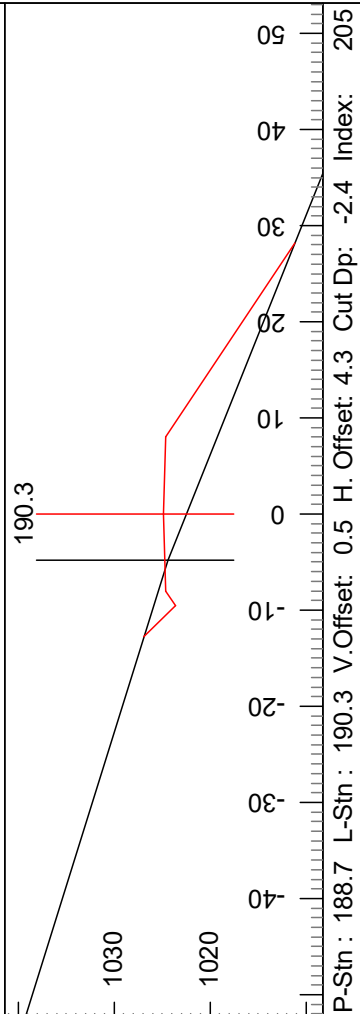
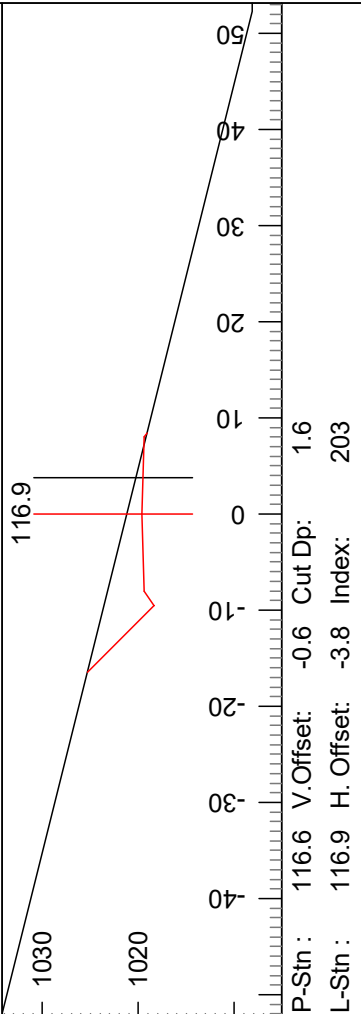
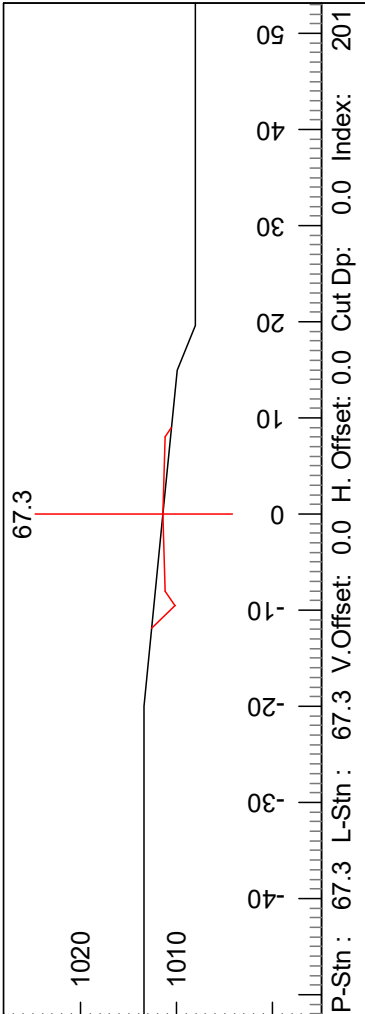
Engineer: J. Gross  
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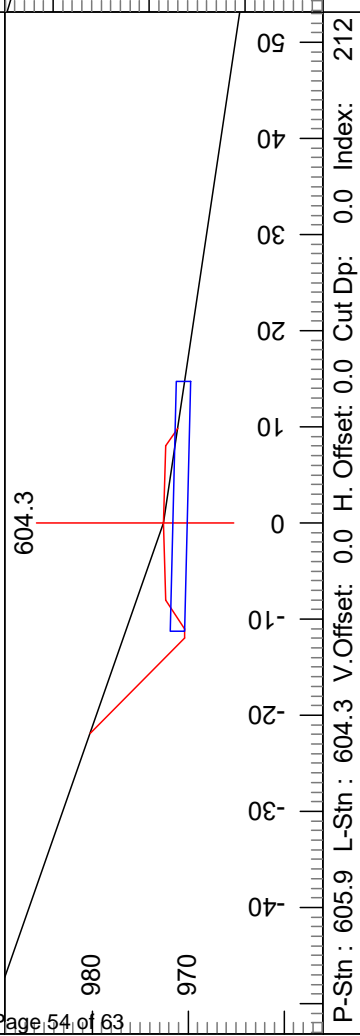
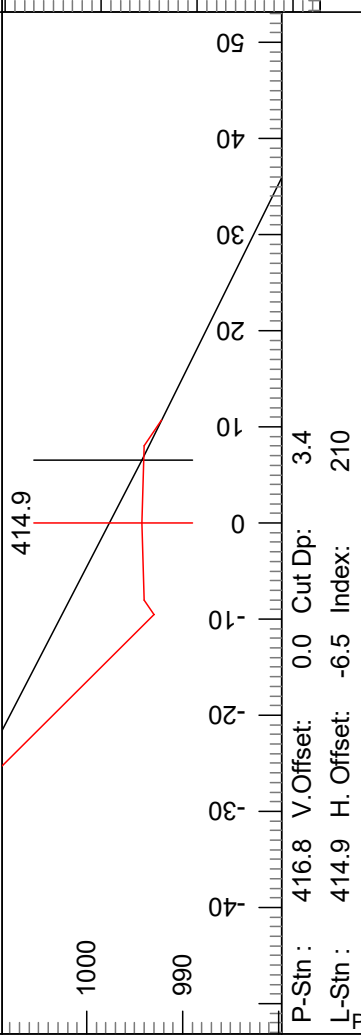
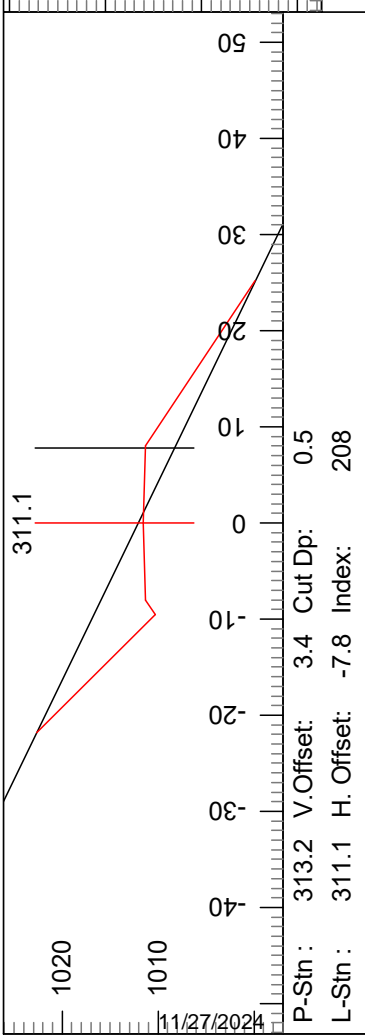
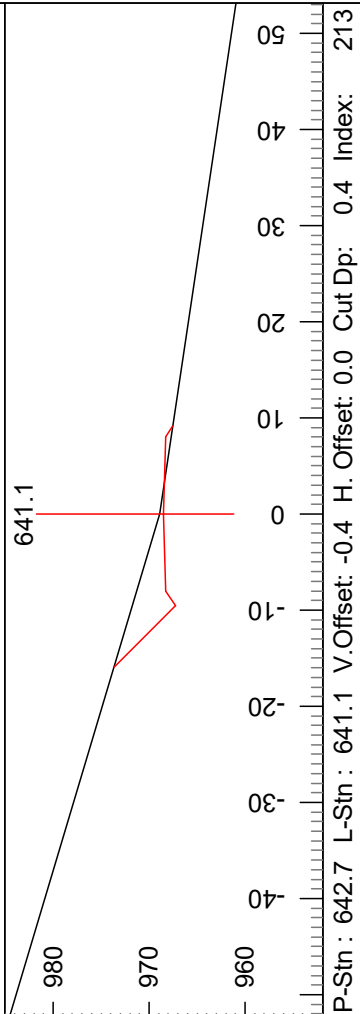
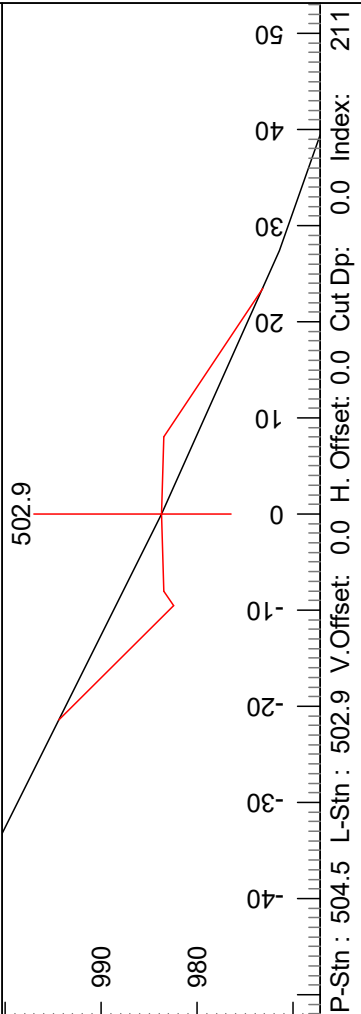
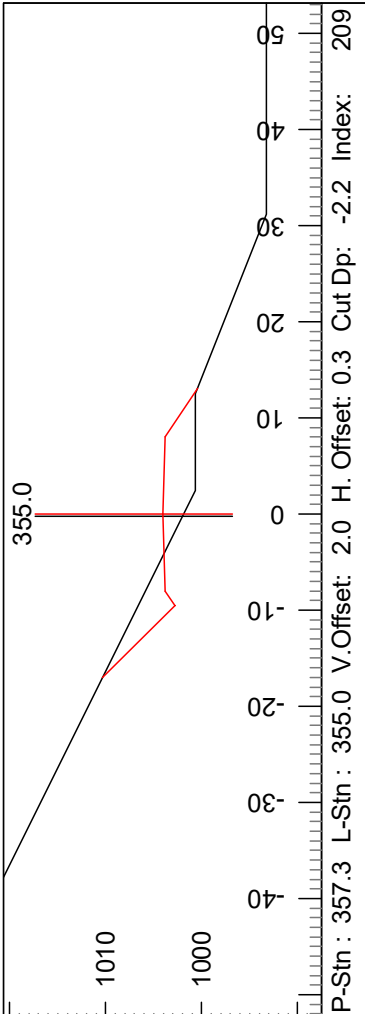


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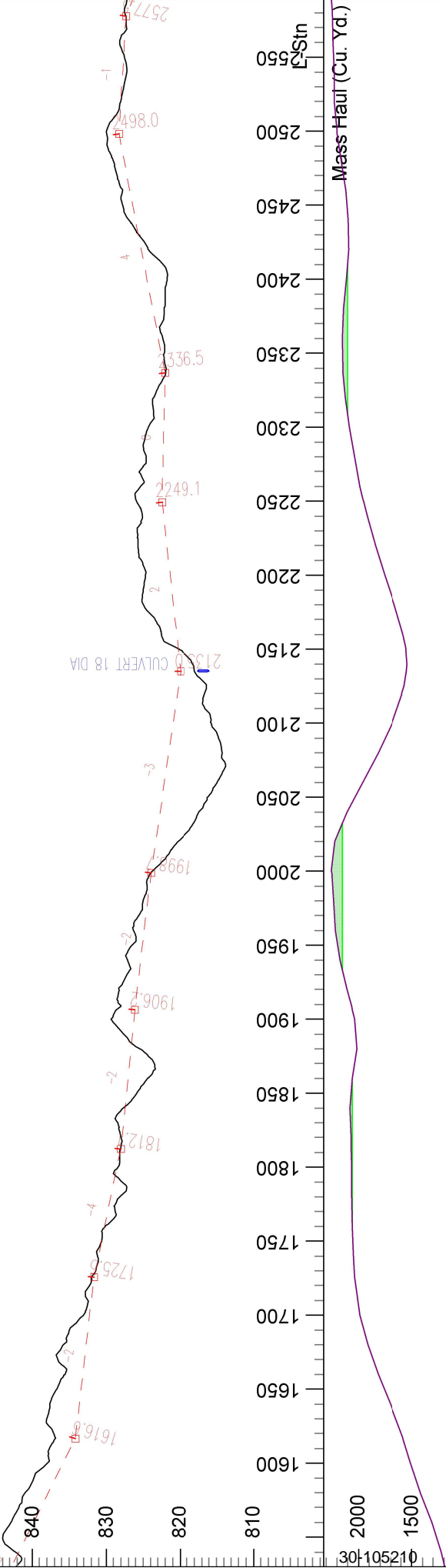
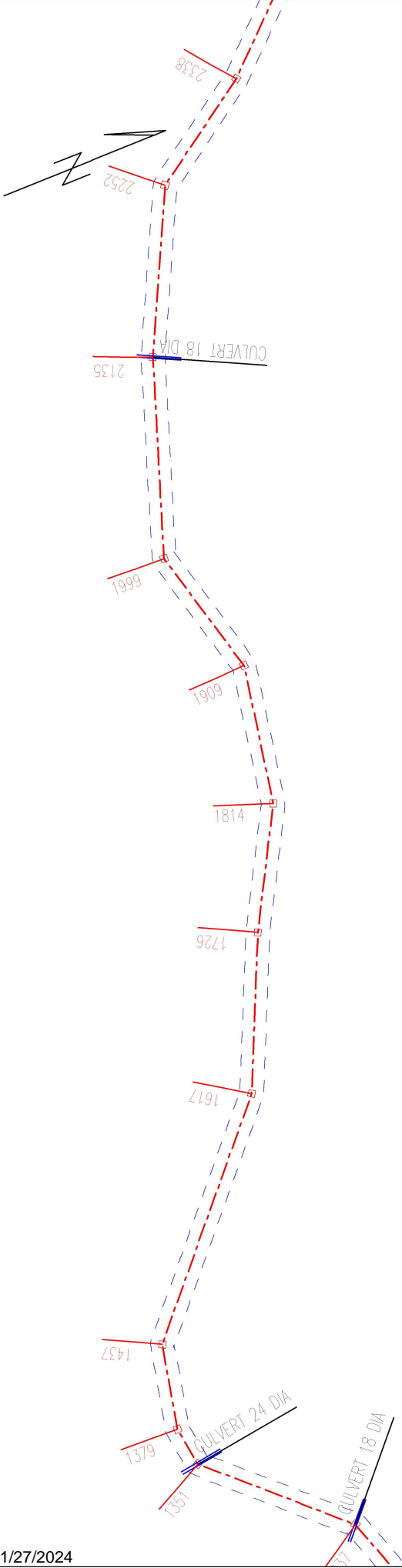
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Matador Timber Sale B-8411 (STA 0+00 to 6+40) Contract#: 30-105210	Washington State Department of Natural Resources South Puget Sound Region	



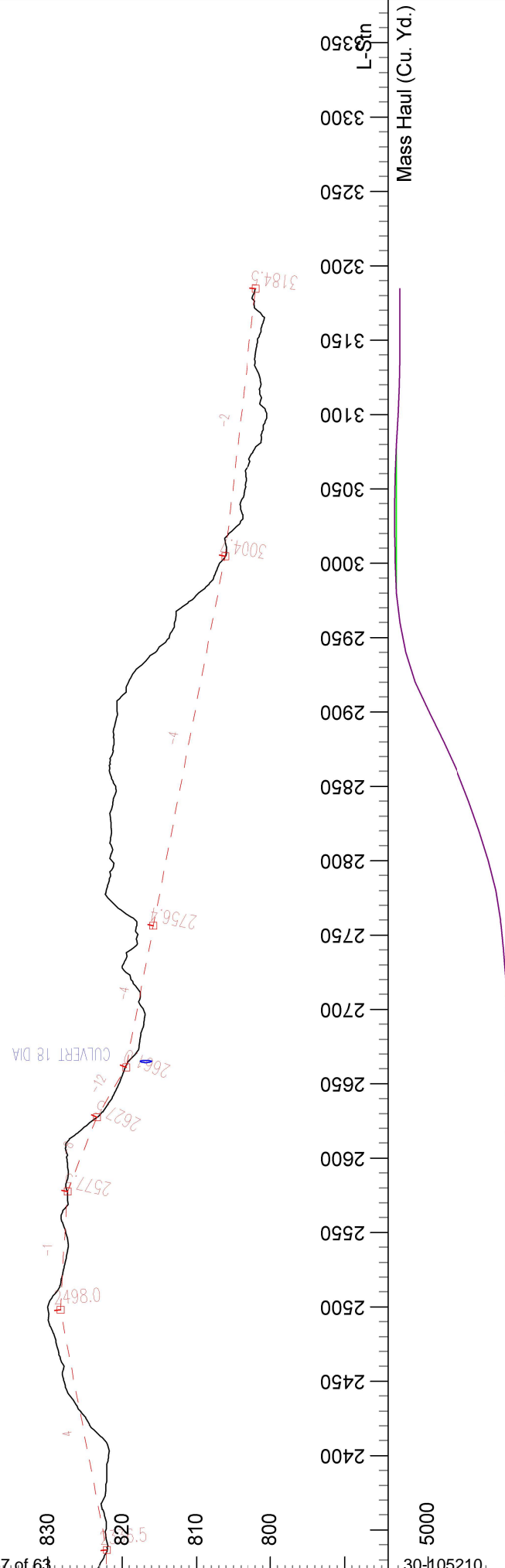
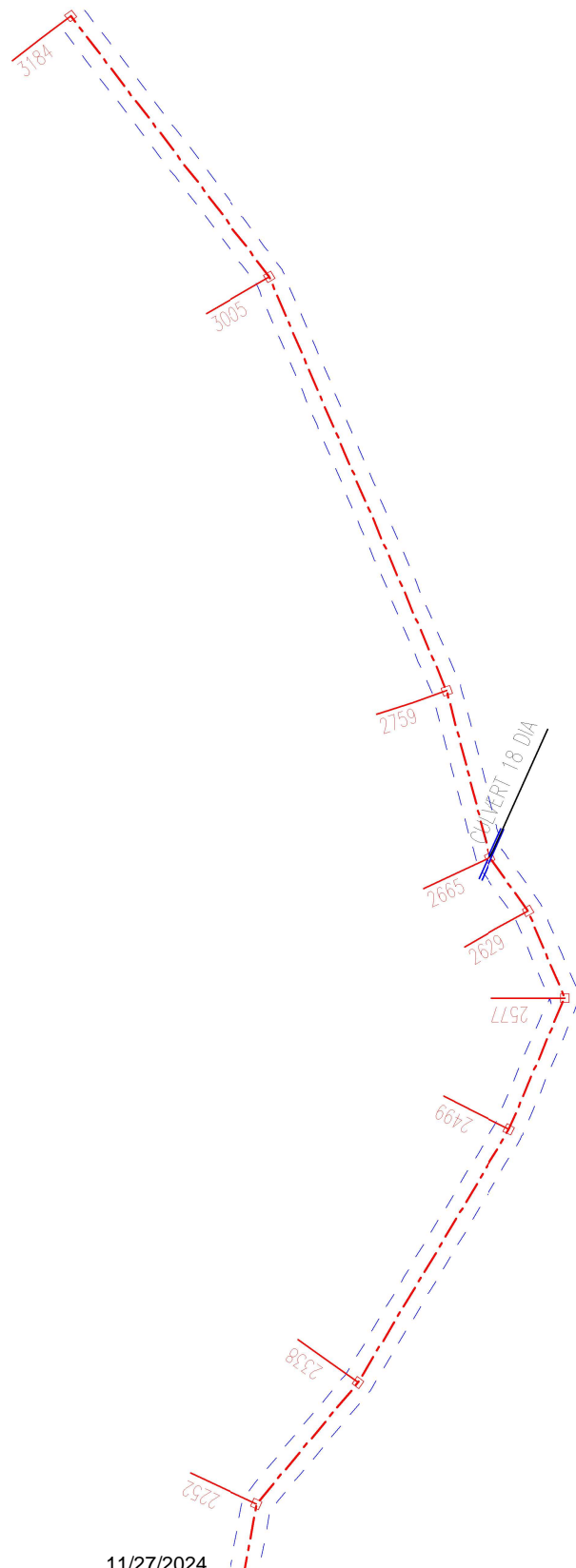
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<p>Matador Timber Sale B-8411 (STA 0+00 to 6+40) Contract#: 30-105210</p>	 <p>Washington State Department of Natural Resources South Puget Sound Region</p>	<p>Section Scale 1:240</p>	<p>Engineer: J. Gross 24/09/18 Page 3 of 3</p>
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<p>Matador Timber Sale B-8411 (STA 6+41 to 31+87) Contract#: 30-105210</p>	 <p>Washington State Department of Natural Resources South Puget Sound Region</p>	<p>Plan Scale 1:1200 Profile Vert Scale 1:240 Profile Horz Scale 1:1200</p>	<p>Engineer: J. Gross 24/09/18</p>	<p>Page 2 of 6</p>
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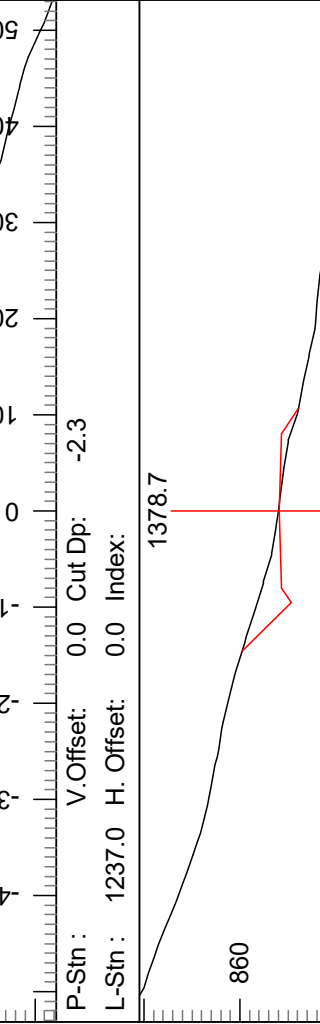
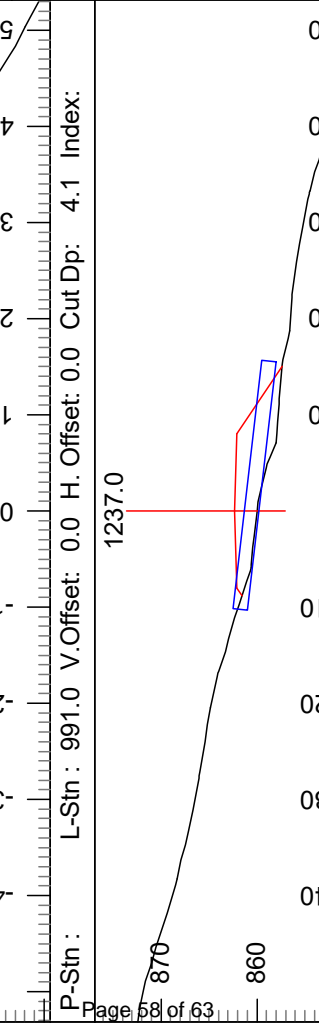
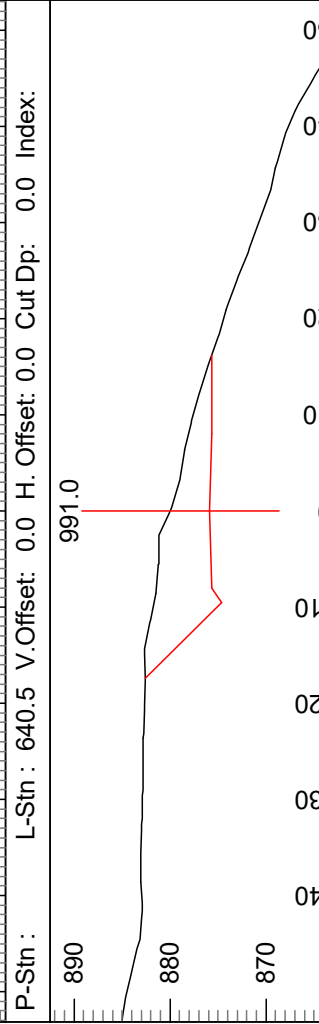
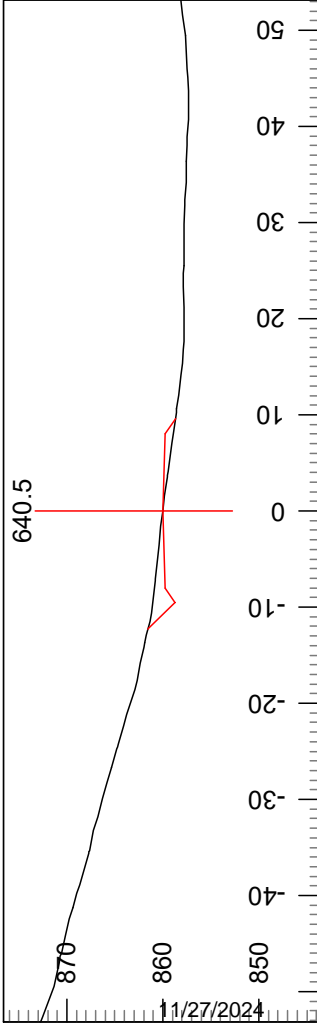
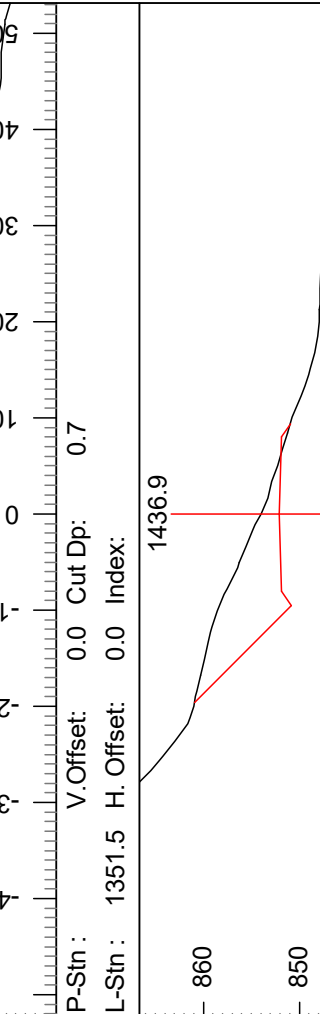
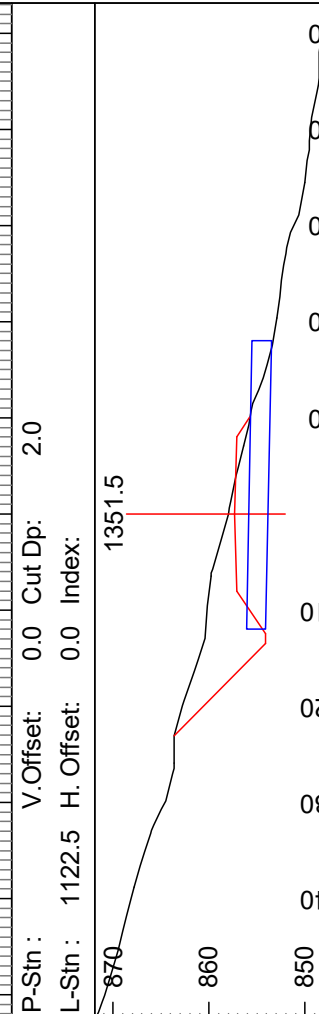
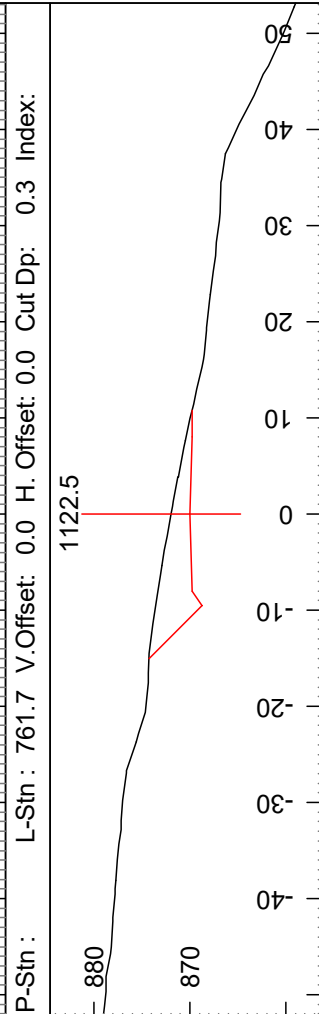
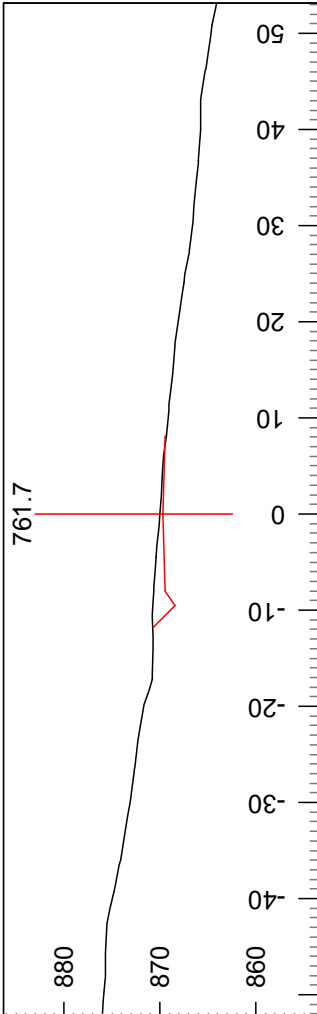
Matador Timber Sale  
 B-8411 (STA 6+41 to 31+87)  
 Contract#: 30-105210

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 South Puget Sound Region



Plan Scale 1:1200  
 Profile Vert Scale 1:240  
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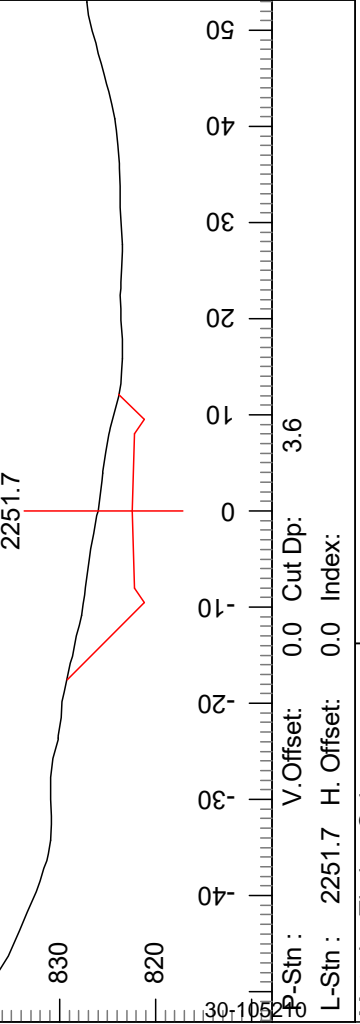
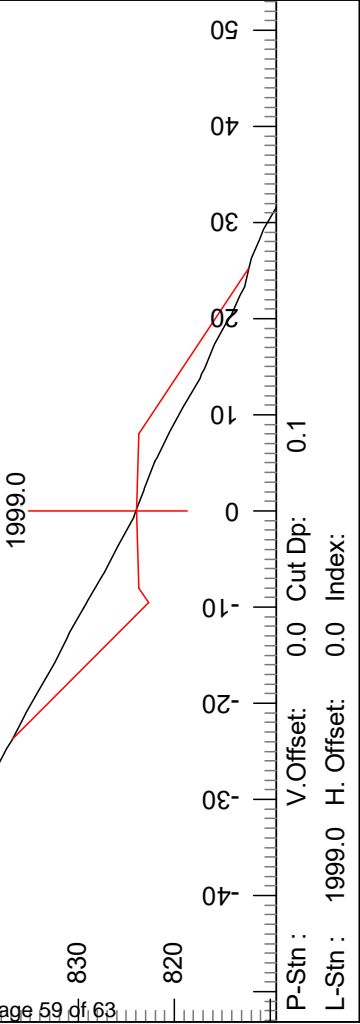
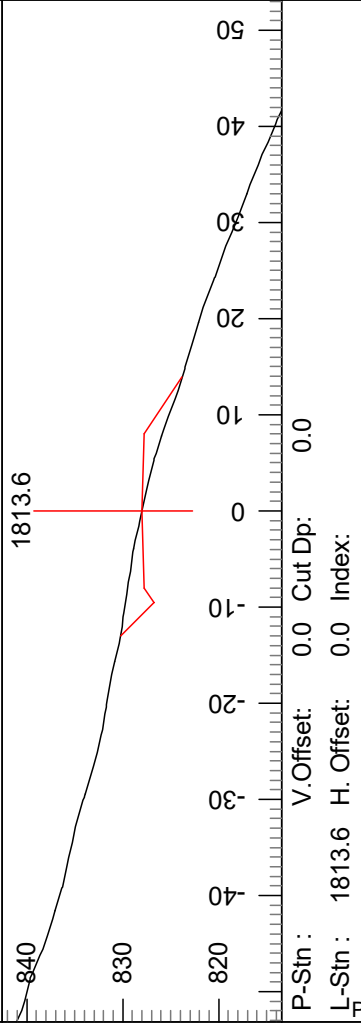
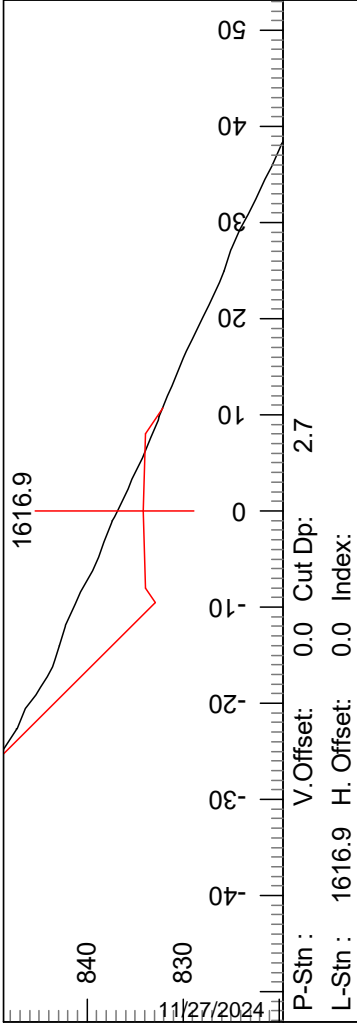
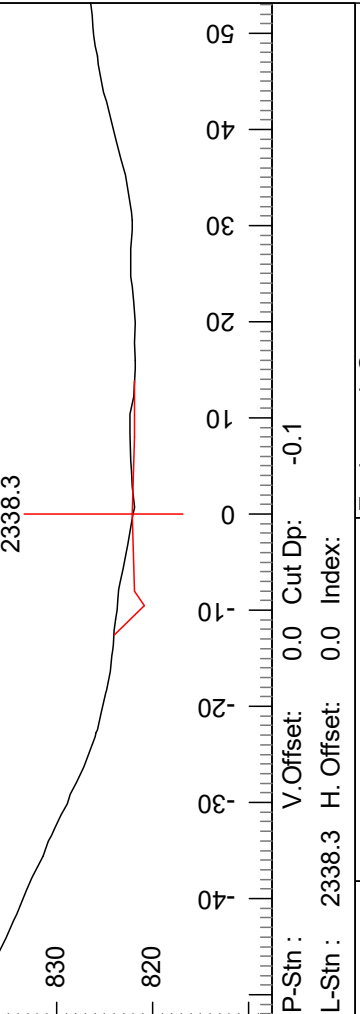
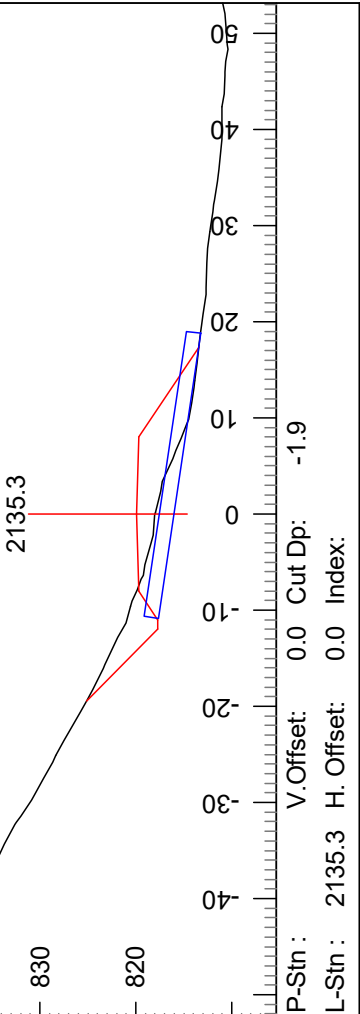
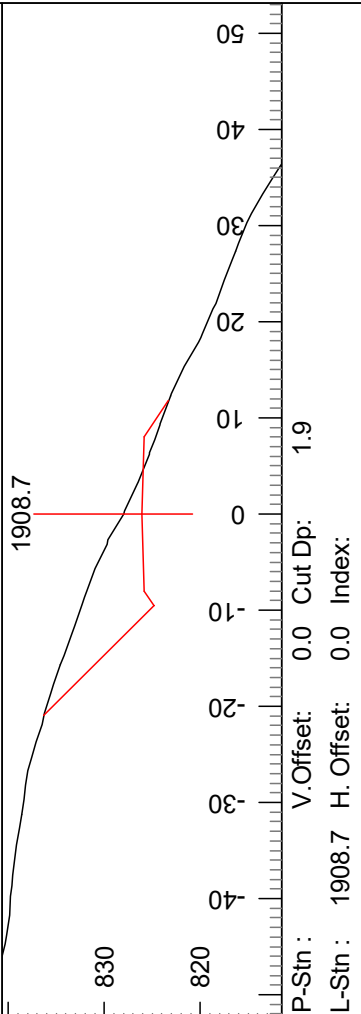
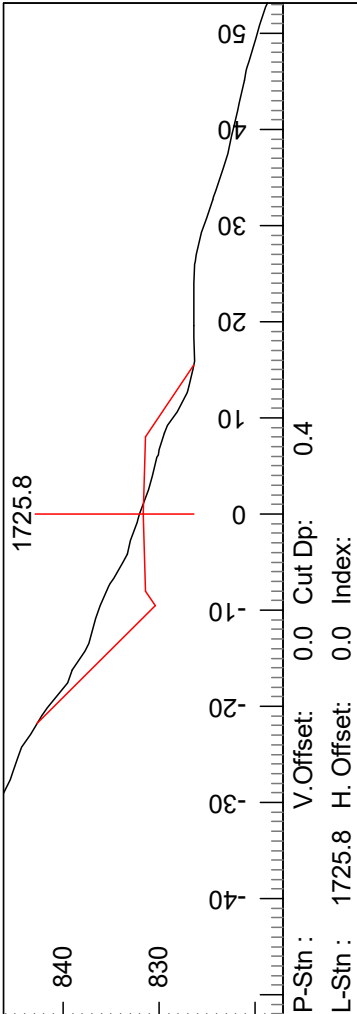
Engineer: J. Gross  
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	Section Scale 1:240		
Matador Timber Sale B-8411 (STA 6+41 to 31+87) Contract#: 30-105210		Washington State Department of Natural Resources South Puget Sound Region	

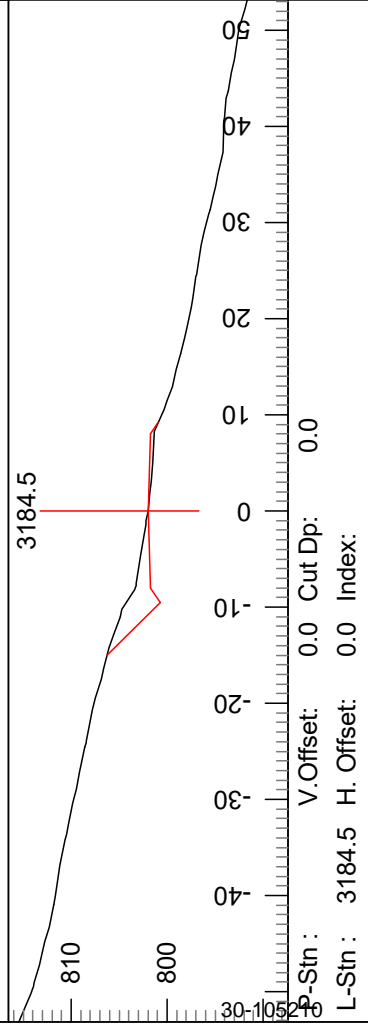
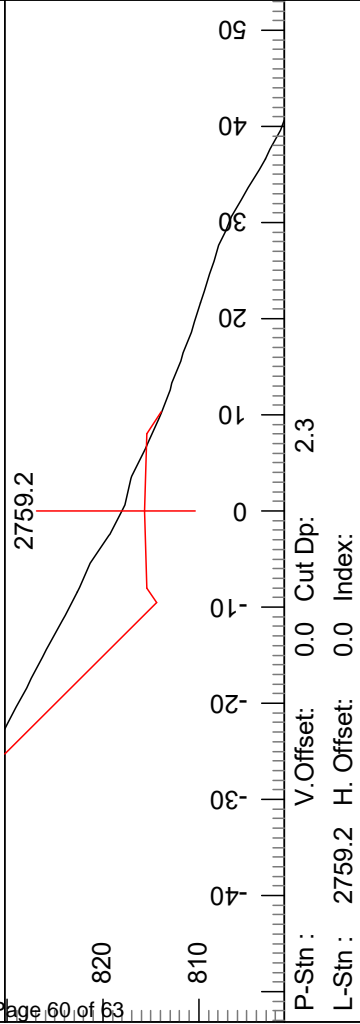
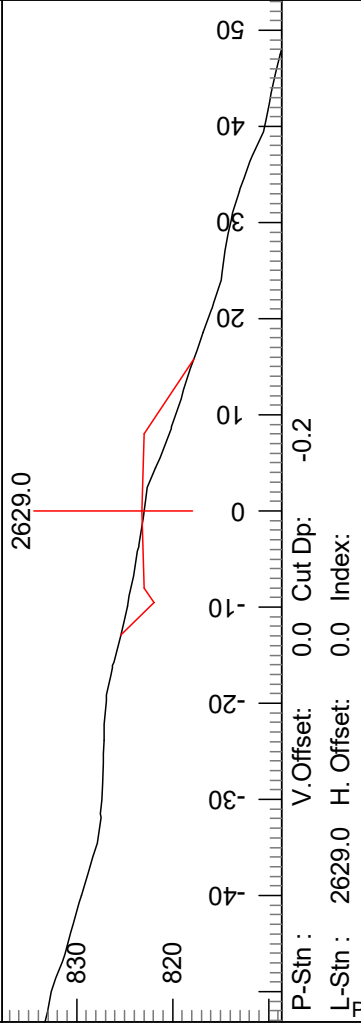
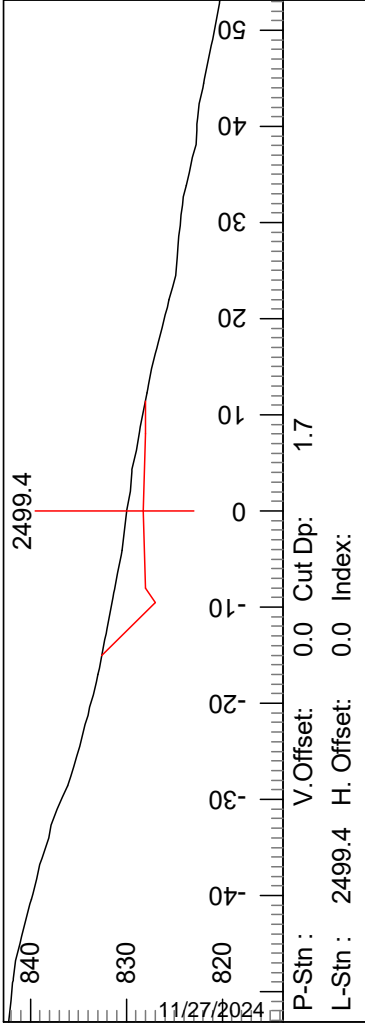
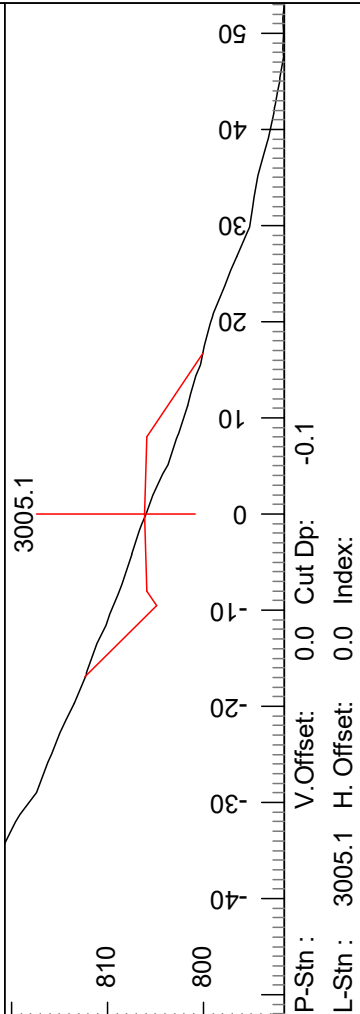
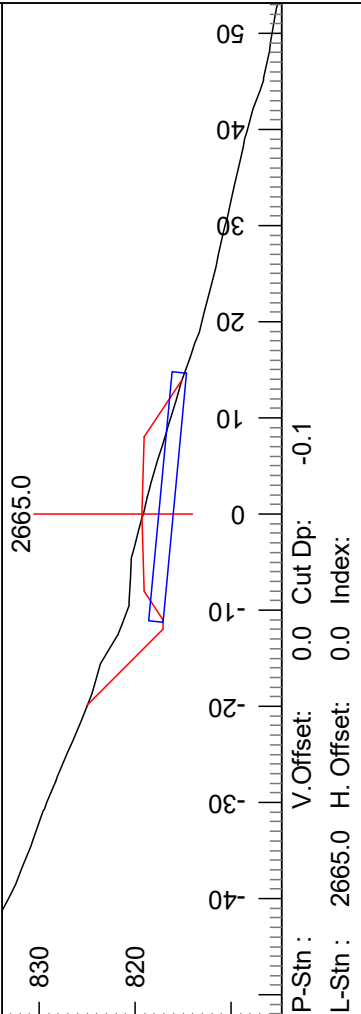
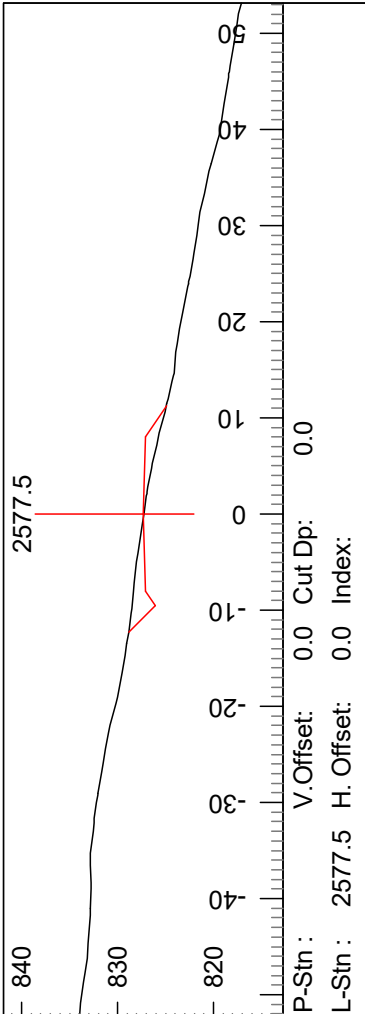




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Matador Timber Sale B-8411 (STA 6+41 to 31+87) Contract#: 30-105210		Section Scale 1:240	24/09/18



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	Washington State Department of Natural Resources South Puget Sound Region	Engineer: J. Gross 24/09/18
Matador Timber Sale B-8411 (STA 6+41 to 31+87) Contract#: 30-105210		Section Scale 1:240 Page 6 of 6

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
SOUTH PUGET SOUND REGION

**PERRY CREEK QUARRY DEVELOPMENT PLAN**  
SE 1/4, SW 1/4, Section 15, Township 18 North, Range 03 West, W.M.

(Page 1 of 3)

1. Development for ballast rock shall begin in area A as indicated on the Perry Creek Quarry Plan View below. Work shall take place within the existing quarry footprint. Area B may be used as long as access to Area A is not blocked with new development.
2. Stockpiled rock may be used and replaced in kind at the discretion of the Unit Engineer.
3. All vegetation including stumps shall be cleared a minimum of 35 feet beyond the top of all working faces. Trees shall be cleared to a minimum of  $\frac{3}{4}$  of the height of the tallest tree adjacent to the pit. Surface shall be scalped of all overburden within 20 feet of working face at all times.
4. Overburden shall be end hauled or pushed to the designated waste area (as shown in the Plan View) and compacted. Minimal acceptable compaction is achieved by placing waste material in 2 foot or shallower lifts and routing excavation equipment over entire width of the lifts.
5. Root wads and organic debris larger than one cubic foot in volume shall be separated from overburden material and piled in the vegetative waste area as shown in the Plan View.
6. Quarry faces shall not exceed 30 feet in height and shall be sloped no steeper than 1/4:1.
7. Working bench width shall be a minimum of 30 feet.
8. The quarry floor shall have continuity of slope be left in a smooth and neat condition, providing drainage to the southwest at a minimum of 2 percent. All knobs, bumps, or extrusions shall be removed to the designated floor level by excavation or drill and shoot techniques. No sediment shall enter live water.
9. Oversize material remaining in the rock source at the conclusion of use shall not exceed 10 percent of the total volume mined during that operation. Oversize material is defined as rock fragments larger than two feet in any direction. At the conclusion of operations, oversize material shall be placed as directed by the Contract Administrator.
10. All operations shall be carried out in compliance with all regulations of:
  - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
  - b. Safety Standards – Metal and Nonmetallic Mines, Quarries, Pits, and Crushing Operations” (296-61 WAC), Washington Department of Labor and Industries.
  - c. “Safety Standards for Construction Work” (296-155 WAC), Washington Department of Labor and Industries.

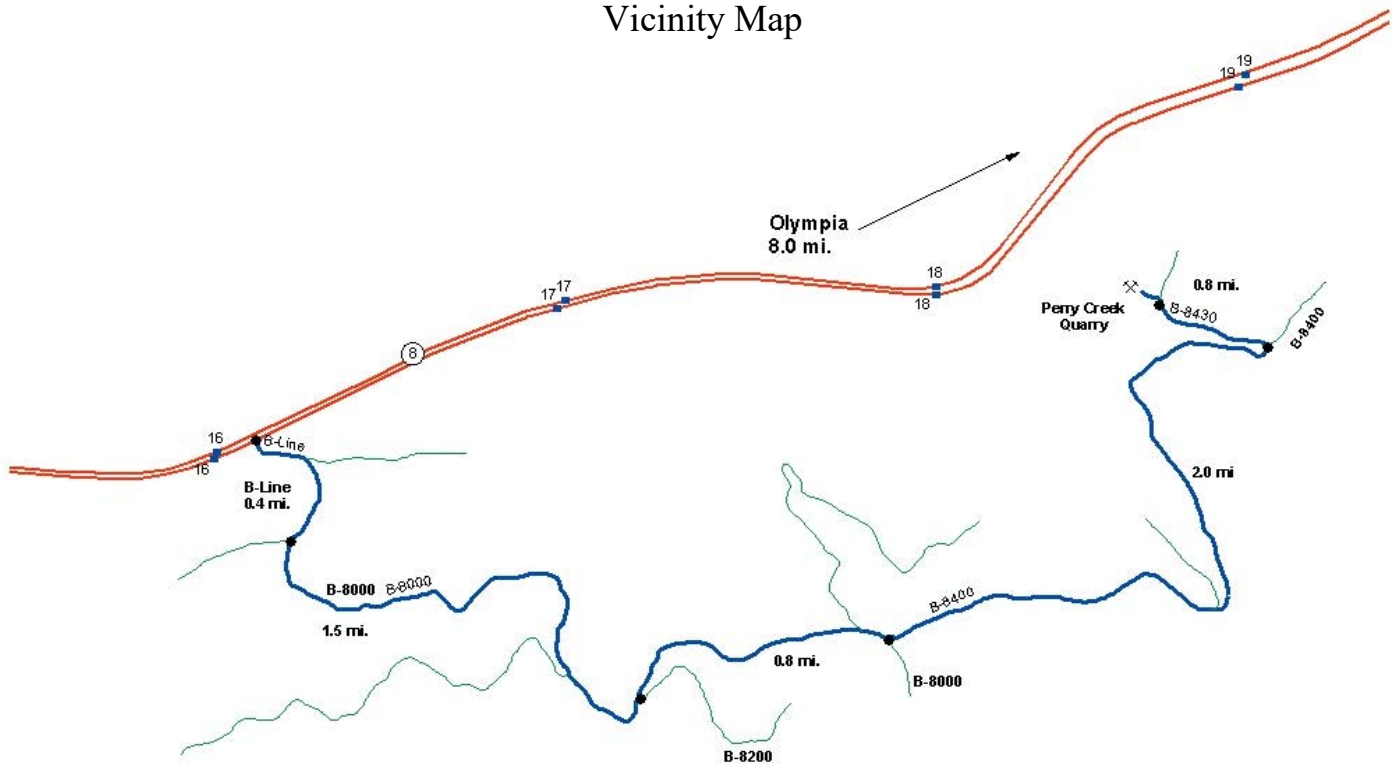
# PERRY CREEK QUARRY DEVELOPMENT PLAN

SE 1/4, SW 1/4, Section 15, Township 18 North, Range 03 West, W.M.

(Page 2 of 3)

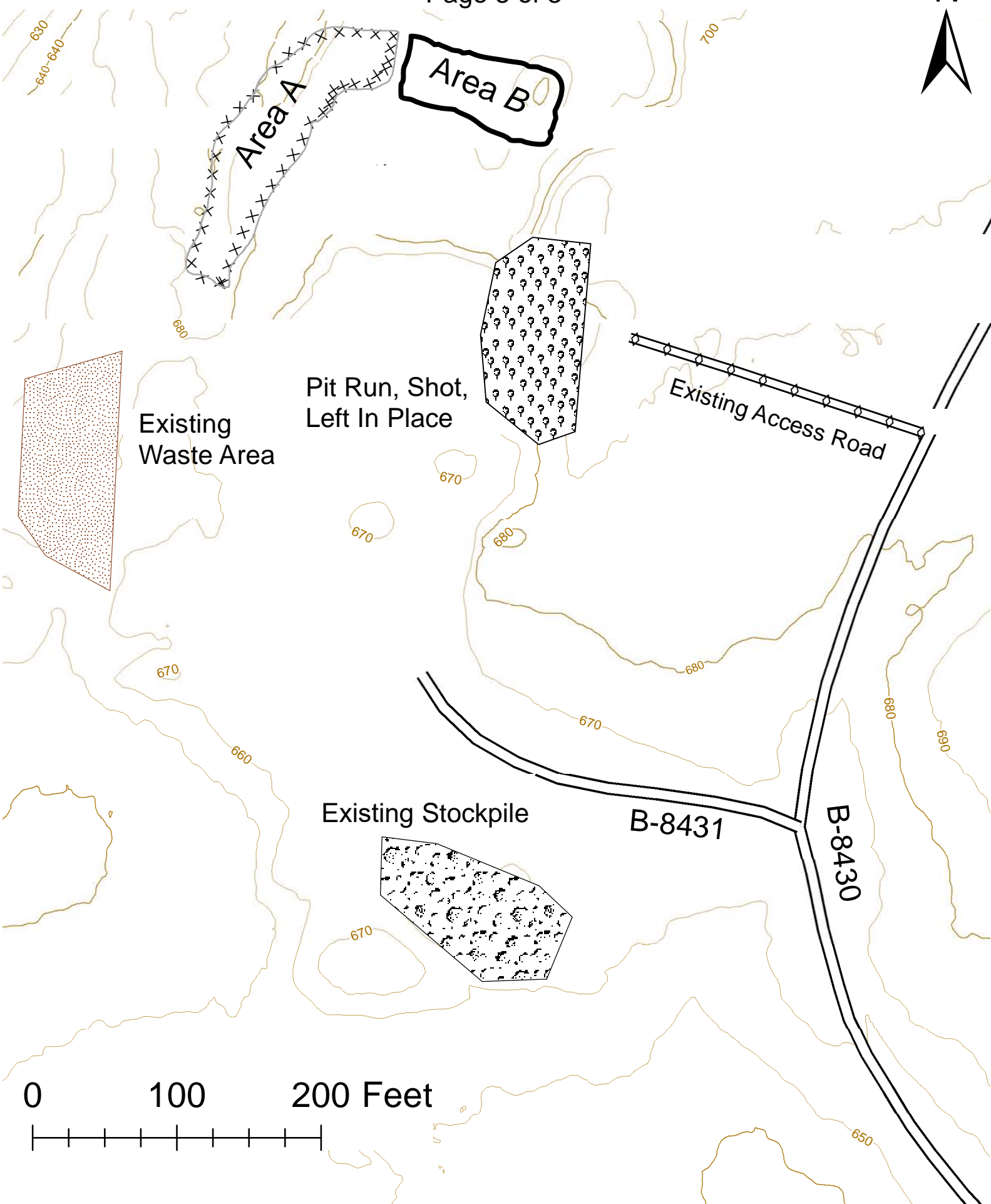
11. The Operator shall submit an informational drilling and shooting plan to the Contract Administrator 5 calendar days prior to any drilling (Form #M-126PAC).
12. At the completion of rock source operations, Purchaser shall ask Contract Administrator for written approval of final rock source condition and compliance with the terms of this plan.
13. At the end of operations, quarry faces and walls shall be scaled and cleared of loose and overhanging material, benches shall have safety berms constructed or access blocked to highway vehicles. The site shall be cleared of all temporary structures, equipment and rubbish, and shall be left in a neat and presentable condition.
14. The quarry area shall be worked and left in a condition that future operations may proceed in an orderly manner.

Vicinity Map



# Perry Creek Quarry Development Plan

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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: SPS

UNIT: Delphi

SALE/PROJECT NAME: Matador Timber Sale

CONTRACT NUMBER: 30-105210

LEGAL DESCRIPTION:

ROAD NUMBER:	B-8310, B-8340, B-8370, B-8390, B-8411		B-Line, B-8000, B-8300, B-8400, B-8410, B-8430, B-8431	
ROAD STANDARD:	Construction		Reconstruction	Pre-haul maintenance
NUMBER OF STATIONS:	56.70		0.00	352.34
SIDESLOPE:	20-60%			0%
CLEARING AND GRUBBING:	\$13,310		\$0	
EXCAVATION AND FILL:	\$18,649		\$0	
MISC. MAINTENANCE:				\$22,209
ROCK TOTALS (Cu. Yds.):				
Ballast	4778	\$100,768	\$0	\$0
Crushed Rock	200	\$0	\$0	\$3,721
CULVERTS AND FLUMES:	\$11,965		\$0	\$0
STRUCTURES:	\$0		\$0	\$0
GENERAL EXPENSES:	\$11,575		\$0	\$2,334
MOBILIZATION:	\$6,340		\$0	\$6,340
TOTAL COSTS:	\$162,606		\$0	\$34,604
COST PER STATION:	\$2,868		\$0	\$98

ROAD DEACTIVATION AND ABANDONMENT COSTS: \$13,117

NOTE<sup>1</sup>: This appraisal has no allowance for profit and risk.

TOTAL (All Roads) = \$210,327

SALE VOLUME MBF = 7,288

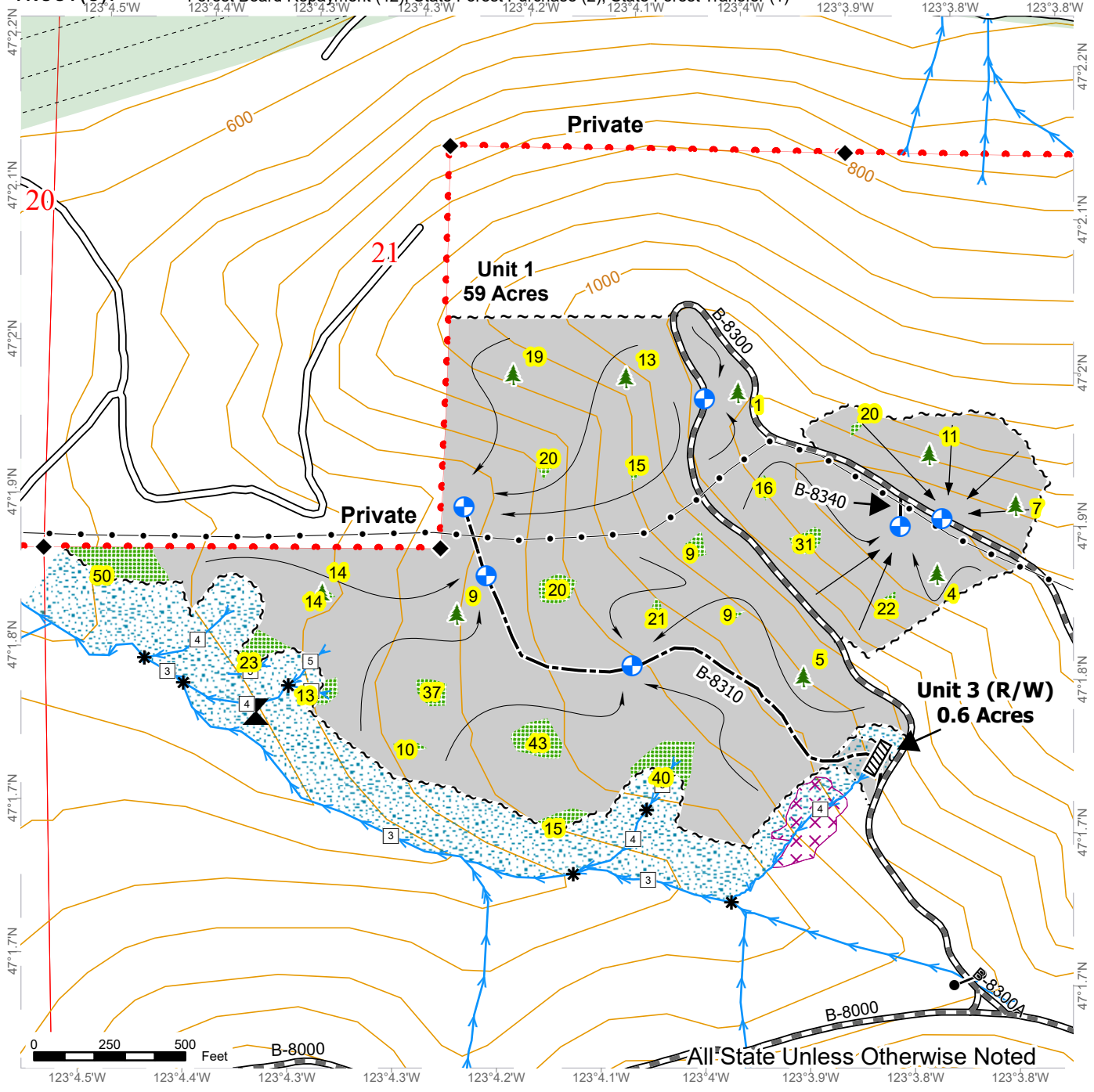
TOTAL COST PER MBF = \$28.86

Date: 09/20/24

# LOGGING PLAN MAP

**SALE NAME:** MATADOR  
**AGREEMENT #:** 30-105210  
**TOWNSHIP(S):** T18R3W  
**TRUST(S):** Forest Board Repayment (42), State Forest Purchase (2), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 640-1800



Sale Area	Streams	Tailhold Restriction Area
Sale Boundary Tags	Stream Type	Leave Tree Area <1/4-acre
Right of Way Tags	Stream Type Break	Survey Monument
Property Line	Leave Tree Area	Pipeline
Ground Harvest	Tailhold Restriction Area	BPA Transmission Lines
Cable Harvest	Riparian Mgt Zone	BPA Corridors
Existing Roads	Culvert	Contours 40-foot
Required Pre-Haul Maintenance	Gate	
Optional Construction	Landing - Proposed	

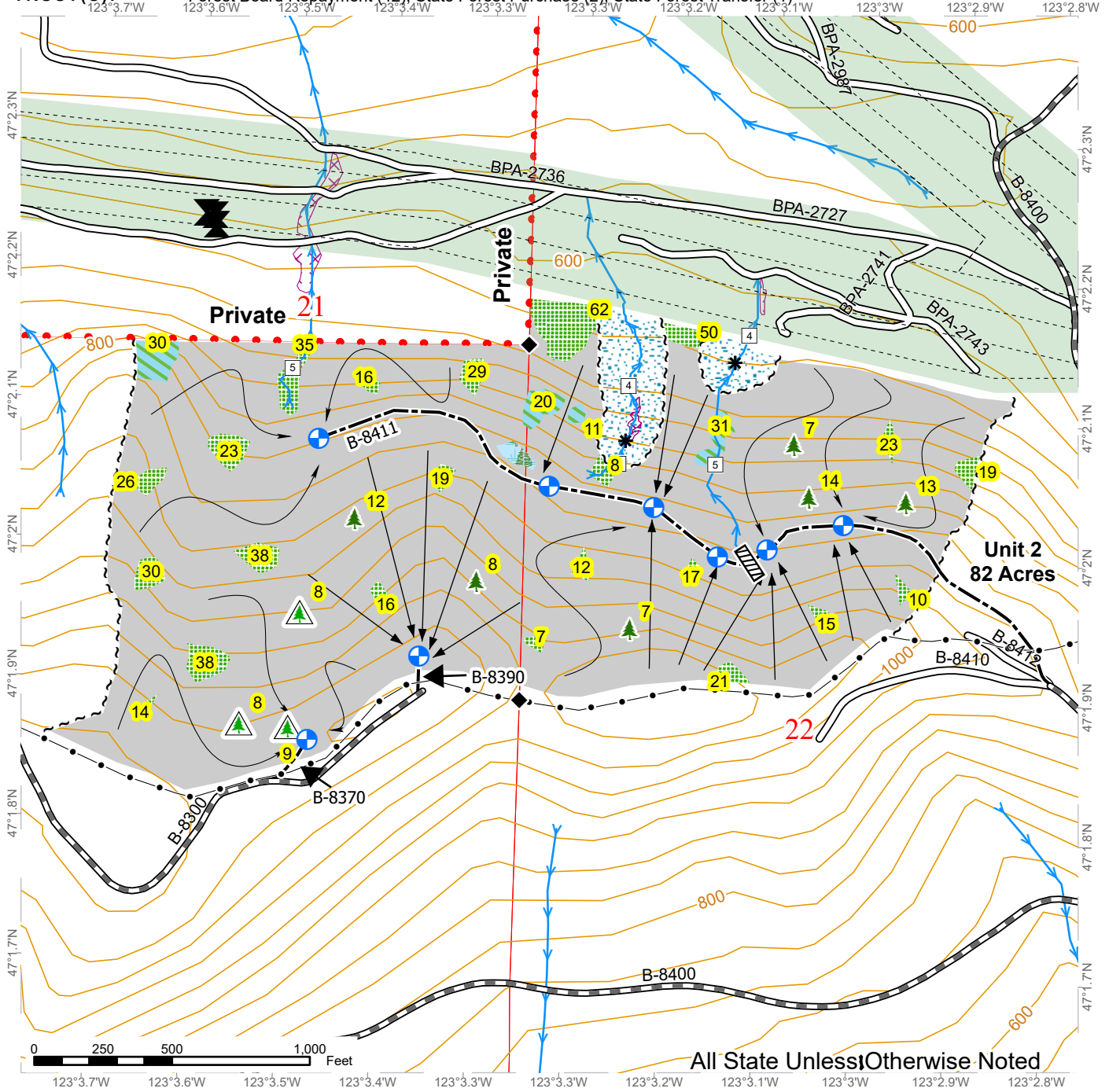
All State Unless Otherwise Noted



# LOGGING PLAN MAP

**SALE NAME:** MATADOR  
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**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 640-1800



All State Unless Otherwise Noted

Sale Area	Stream Type	Non-Tradeable Leave Trees
Sale Boundary Tags	Stream Type Break	Tailhold Restriction Area
Property Line	Non-Tradeable Leave Tree Area	Leave Tree Area <1/4-acre
Ground Harvest	Leave Tree Area	Survey Monument
Cable Harvest	Tailhold Restriction Area	Pipeline
Existing Roads	Riparian Mgt Zone	BPA Transmission Lines
Required Pre-Haul Maintenance	Forested Wetland	BPA Corridors
Optional Construction	Culvert	Contours 40-foot
Streams	Landing - Proposed	

