



TIMBER NOTICE OF SALE

SALE NAME: Q CONK

AGREEMENT NO: 30-106237

AUCTION: September 24, 2024 starting at 10:00 a.m.,
Northeast Region Office, Colville, WA

COUNTY: Okanogan

SALE LOCATION: Sale located approximately 3 miles southwest of Conconully, WA.

**PRODUCTS SOLD
AND SALE AREA:**

All conifer species except for leave trees banded with blue paint and leave trees bounded by yellow leave tree area tags. All standing snags excluding ponderosa pine, except for two standing snags per acre in Units 4, 9, 11 and 14 bounded by white timber sale boundary tags.

All forest products above located on part(s) of Sections 13, 22, 23, 25, 26, 27 and 36 all in Township 35 North, Range 24 East, W.M., containing 200 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg Ring DBH	Ring Count	Total MBF	MBF by Grade									
				P	SM	1S	2S	3S	4S	5S	6S	UT	
Douglas fir	14.5		1,779				407	1,036	336				
Ponderosa pine	15		360						79	281			
Larch	14		204				31	147	26				
Lodgepole	9.6		33					25	8				
Sale Total			2,376										

MINIMUM BID: \$353,000.00

BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$70,600.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2026

ALLOCATION: Export Restricted

BID DEPOSIT: \$35,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

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

ROADS: 20.26 stations of required construction. 141.76 stations of required prehaul maintenance. Road construction will not be permitted from November 15 to May 1 unless authorized in writing by the Contract Administrator due to frozen conditions and spring breakup. The hauling of forest products will not be permitted from March 1 to May 1 unless authorized in writing by the Contract Administrator due to spring breakup.

ACREAGE DETERMINATION

CRUISE METHOD: Acreage determined using GPS methods. Acreage shown above is net harvest acres in harvest units. Ponderosa pine: 8.0 - 17.5 inches dbh has a minimum top of 4.6 inch dib.



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All other species: 7.0 - 17.5 inches dbh has minimum top of 4.6 inch dib. All species 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.

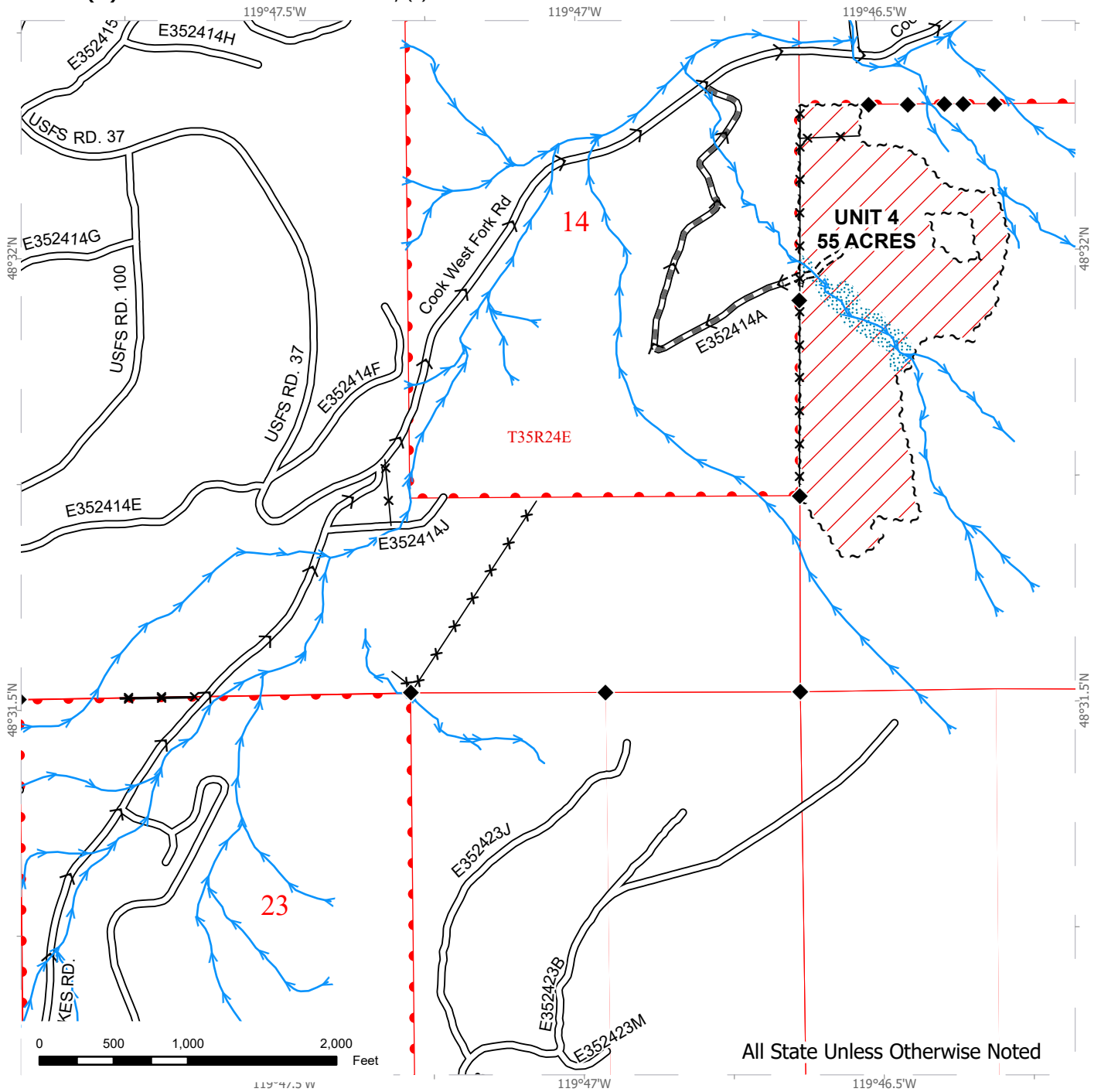
FEES: Within 10 days of the day of sale, Purchaser shall provide payment for a road use permit in the amount of \$1,500.00. \$40,392.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: Locked gate restricts access to Unit 14. Contact the Northeast Region Office at (509) 684-7474 for access.

TIMBER SALE MAP

SALE NAME: Q CONK
AGREEMENT #: 30-106237
TOWNSHIP(S): T35R24E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 2560-3800

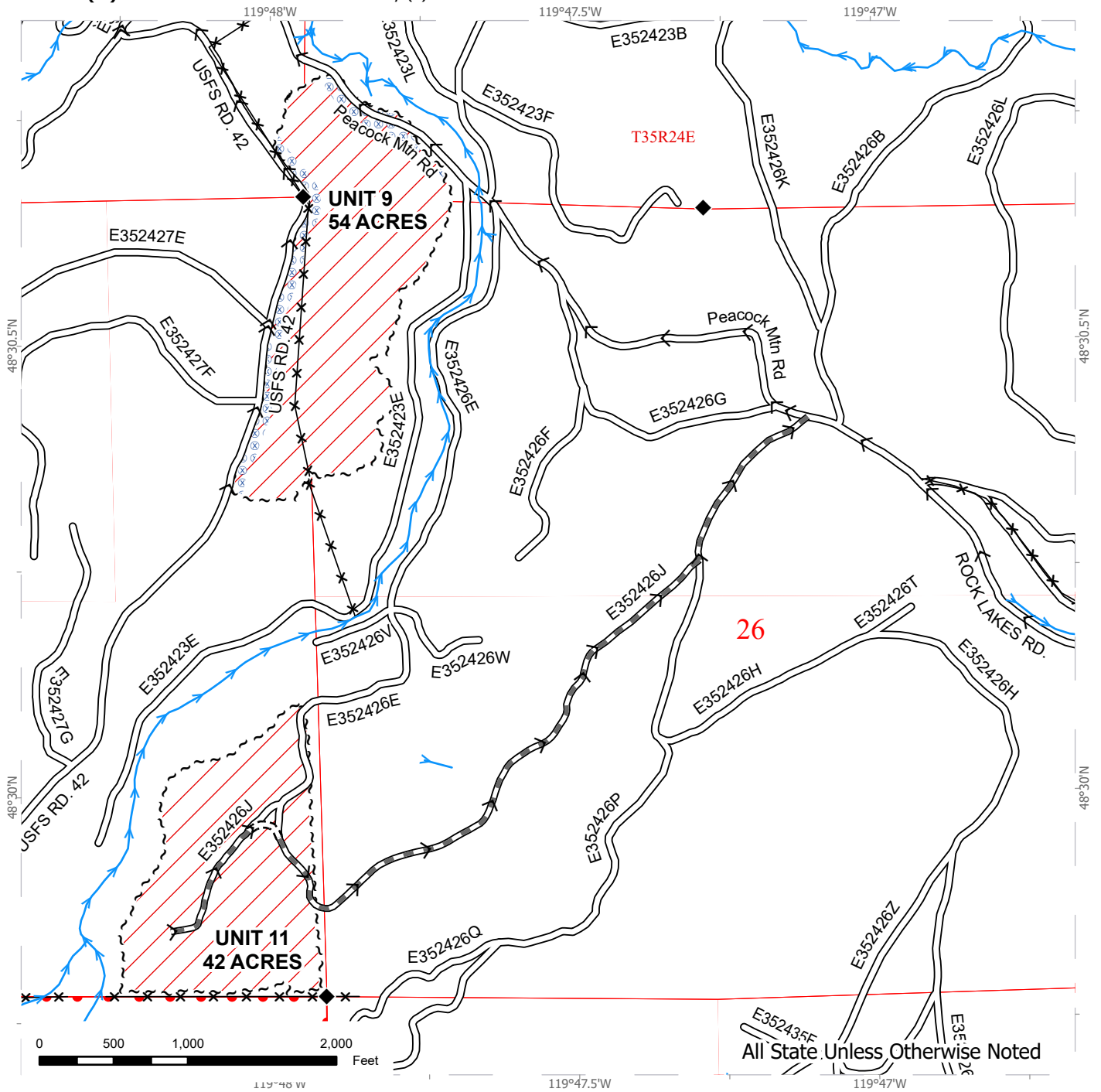


Public Land Survey Sections	Required Pre-Haul Maintenance
DNR Managed Lands	Required Construction
Variable Retention Harvest	Designated Skid Trail
Sale Boundary Tags	Fence
Riparian Mgt Zone	Survey Monument
Existing Roads	Haul Route

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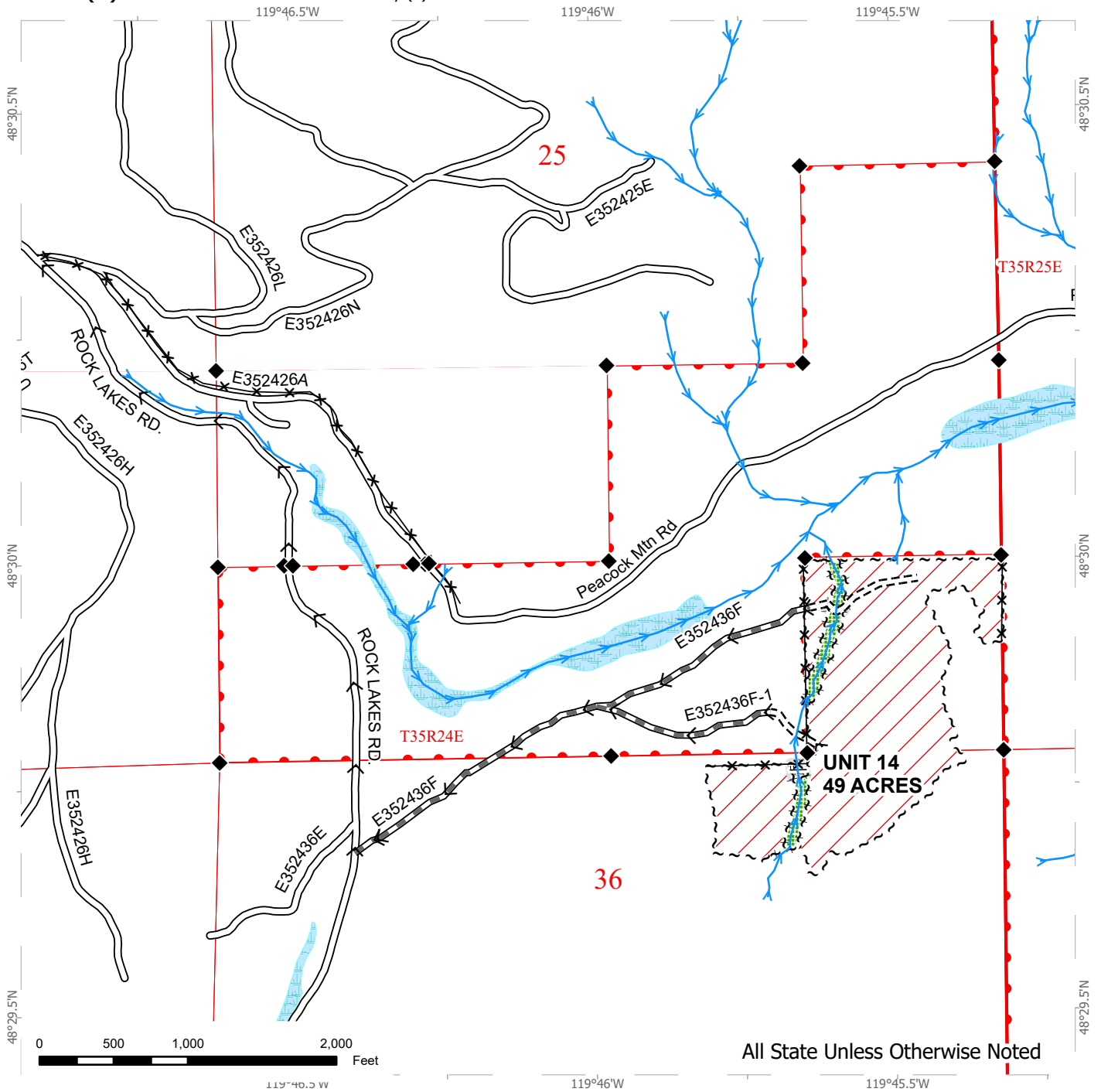


Public Land Survey Sections	Required Pre-Haul Maintenance
DNR Managed Lands	Required Construction
Variable Retention Harvest	Fence
Sale Boundary Tags	Survey Monument
Hazard Abatement Area	Haul Route
Existing Roads	

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All State Unless Otherwise Noted

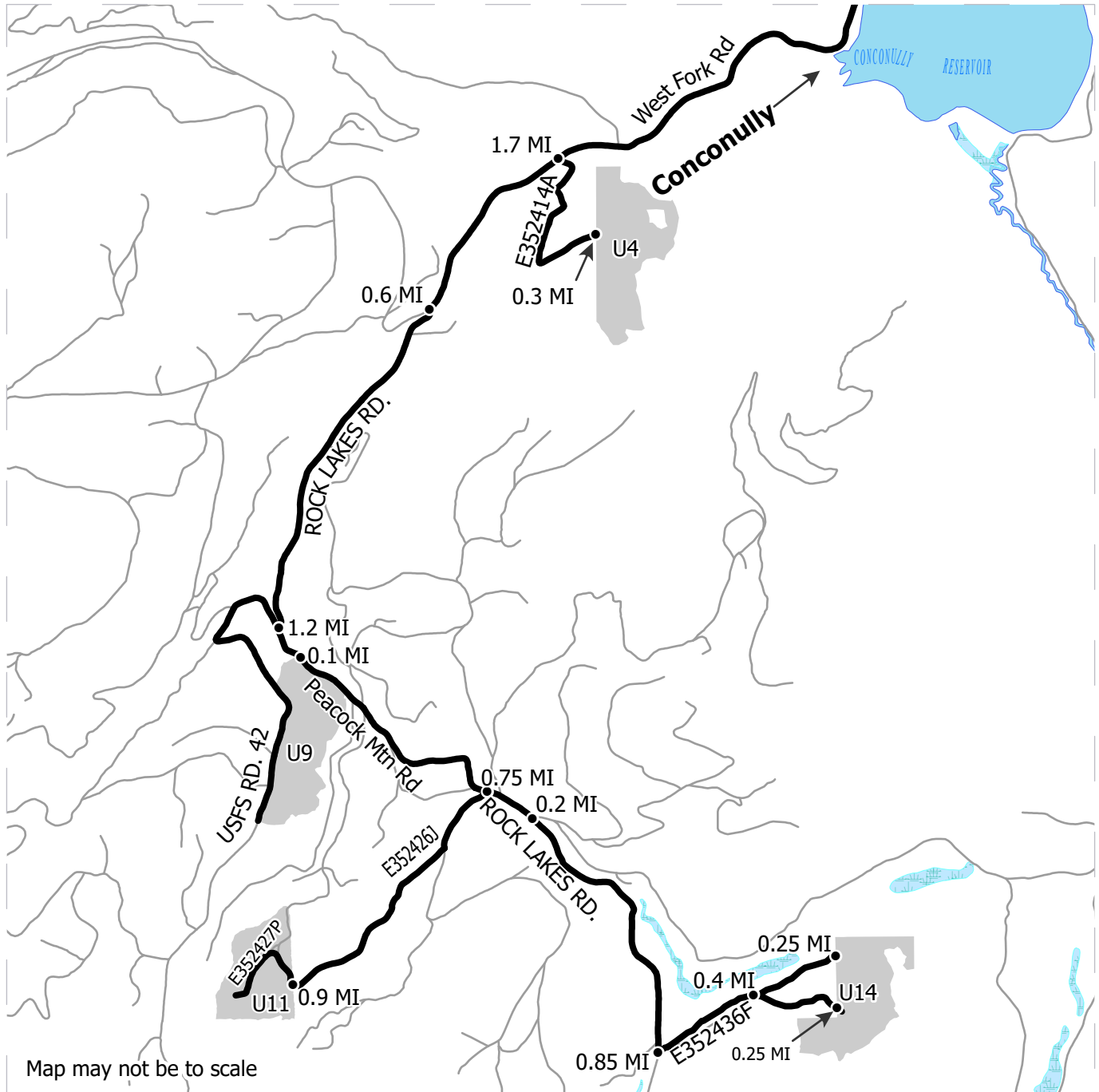
Public Land Survey Sections	Leave Tree Area	Designated Skid Trail
DNR Managed Lands	Equipment Limitation Zone	Fence
Variable Retention Harvest	Existing Roads	Survey Monument
Sale Boundary Tags	Required Pre-Haul Maintenance	Haul Route
Leave Tree Tags	Required Construction	



DRIVING MAP

SALE NAME: Q CONK
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Map may not be to scale

	Harvest Unit
	Haul Route
	Other Route
	Distance Indicator

DRIVING DIRECTIONS:

From the intersection of Broadway St. and Main St. in Conconully, WA. Turn west onto Broadway St and stay left onto W Fork Rd. Travel on W Fork Rd 1.7 MI and turn left on E352414A, a private driveway. Follow E352414A for about 0.3 MI to arrive at Unit 4.

Continue on W Fork Rd for another 0.6 MI, stay left at the fork onto Rock Lakes Rd. Continue on Rock Lakes Rd for 1.2 MI, turn left onto Peacock Mtn Rd. and travel 0.1 MI, U9 will be on the south side of the road. Continue on Peacock Mtn Rd for 0.75 MI and turn right on E352426J and continue for 0.9 MI and arrive at U11.

Continue on Peacock Mtn Rd for 0.2 MI, stay right at the fork onto Rock Lakes Rd and continue for 0.85 MI and turn left on E352436F and continue 0.4 MI to the fork, stay left at the fork and travel for another 0.25 MI to access the north side of U14 or turn right at the fork and travel 0.25 MI to access the south entrance of U14.



OVERVIEW MAP

SALE NAME: Q CONK
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REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 2560-3800



Map may not be to scale

- Sale Units
- Haul Route
- Town (Corporate)
- Distance Indicator

DRIVING DIRECTIONS:

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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0106237

SALE NAME: Q CONK

**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 September 24, 2024 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All conifer species except for leave trees banded with blue paint and leave trees bounded by yellow leave tree area tags. All standing snags excluding ponderosa pine, except for two standing snags per acre in Units 4, 9, 11 and 14 bounded by white timber sale boundary tags.

All forest products described above located on approximately 200 acres on part(s) of Sections 13, 22, 23, 25, 26, 27, and 36 all in Township 35 North, Range 24 East W.M. in Okanogan County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$330.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any

threatened or endangered species, or the presence of their habitat, within the sale area.

- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

- a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, the added forest products become a part of this contract. The State shall determine the volume added and shall

calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-102 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

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

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

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

G-140 Indemnity

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

actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

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

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; E352414A, E352426J, E352436F, E352436F-1, USFS 42, Peacock Mtn. Road, and Rock Lakes Road. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

Purchaser shall deliver 200 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

40% Hard Fescue, 40% Streambank Wheatgrass, 20% Intermediate Wheatgrass
Seed shall be certified weed free, premixed and delivered to Omak Work Center in 50 pound bags clearly labeled with the timber sale name on each bag.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the E352414A, E352426J, E352436F, E352436F-1, USFS 42, Peacock Mtn., and Rock Lakes roads, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Road Use Permit 106003 with Jones dated September 25, 2023
Road Use Permit 106024 with Dykes dated September 25, 2023
Road Use Permit 106148 with Carney dated October 27, 2023
Easement 513 with USFS dated June 11, 1970

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities**P-011 Initial Deposit**

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

payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$61,776.00. The total contract price consists of a \$0.00 contract bid price plus \$61,776.00 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 \$70,600.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the

performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from March 1 to May 1 unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 10 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

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

H-050 Rub Trees

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

H-051 Branding and Painting

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

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

H-060 Skid Trail Locations

Locations of skid trails must be marked by Purchaser and approved by the Contract Administrator prior to the felling of timber.

H-110 Stump Height

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

H-120 Harvesting Equipment

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

H-130 Hauling Schedule

The hauling of forest products will not be permitted from March 1 to May 1 unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Whole tree yarding is required in all units.
- b. Hand felling of trees may be necessary in some units.
- c. Slash piled at landings shall be separated from the road prism.
- d. If snow plowing occurs, berms shall be removed as designated by the Contract Administrator.
- e. No operations associated with timber harvest, hauling, or road work will be permitted within 1/2 mile of an active American goshawk nest from March 1 to August 1 or later if young are still on the nest.

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

H-190 Completion of Settings

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

H-210 Log Length Hauling Restrictions

The maximum log length hauled from the sale area shall not exceed 42 feet unless otherwise approved 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-260 Fall Leaners

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

Section C: Construction and Maintenance**C-040 Road Plan**

Road construction and associated work provisions of the Road Plan for this sale, dated 10/8/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E352414A, E352426J, E352436F and E352436F-1 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 USFS 42, Peacock Mtn. and Rock Lakes roads. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

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

C-090 Landing Location

Landings shall be built 50 feet off the USFS 42 road(s).

C-130 Dust Abatement

Purchaser shall abate dust on the E352414A, E352426J, E352436F, E352436F-1, USFS 42, Peacock Mtn., and Rock Lakes roads used for hauling from May 1 to December 1.

C-140 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-040 Noxious Weed Control

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

S-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-070 Water Supply

Purchaser shall provide, during the "closed season", a water supply with a minimum capacity of 1000 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-100 Stream Cleanout

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

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

S-140 Fence Repair

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Patrick Ryan
Northeast Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Northeast

Timber Sale Name: Q CONK

Application Number: 30- 106237

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 2,026 linear feet
Road to be constructed (optional and required) but not abandoned

Reconstruction: 0 linear feet
Road to be reconstructed (optional and required) but not abandoned

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

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

Pre-Haul Maintenance: 14,176 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

Timber Sale Cruise Report Conk

Sale Name: Q CONK

Sale Type: LUMP SUM

Region: NORTHEAST

District: SO OKANOGAN

Lead Cruiser: Jake Culp

Other Cruisers: Hailey Howard

Cruise Narrative:

Location:

Legal – Sections 13, 22, 23, 25, 26, 27, and 36 of T35N R24E.

General – Approx. 3.5 miles SW of Conconully, WA in Okanogan County.

Access – All units are accessed using West Fork Salmon Creek Rd.

Cruise Design:

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

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

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

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

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

Take/Leave Prescription:

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

Cruise Acres determination:

Net harvest unit acreages are used for cruise acreages.

Stand composition:

The stands are second growth, even aged Douglas fir with minor components of ponderosa pine, western larch, and lodgepole pine. Units generally have consistent stocking. Large residuals and Legacy Trees found throughout the sale.

Timber quality:

Timber to be harvested is comprised of domestic quality Douglas fir (71%), ponderosa pine (19%), western larch (8%), and lodgepole pine (1%). Most of the volume will come from 3 Saw Douglas fir.

Stand health/defect:

Defect and disease are generally low throughout the sale. Mistletoe was observed in some of the larger/older Douglas fir.

Aspect:

North, Northeast, Northwest, South, Southwest

Elevation:

2500'-3500'

Harvesting methods:

100% ground based

Slope:

Unit 3- Max 40%, Avg. 10%

Unit 4- Max 50%, Avg. 20%

Unit 9- Max 30%, Avg. 5%

Unit 11- Max 25%, Avg. 5%

Unit 12- Max 45%, Avg. 10%

Unit 13- Max 25%, Avg. 5%

Unit 14- Max 45%, Avg. 15%

Other considerations/remarks:

Some of the units have small rocky outcroppings.

Trust:

This sale is 100% Trust 3.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	14.5			1,779	407	1,036	335	
PP	15.0			360			79	281
WL	14.0			204	31	147	26	
LP	9.6			33		25	8	
ALL	14.1			2,376	438	1,209	449	281

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	12,879	2,484	7,802	2,593	
PP	2,255			438	1,818
WL	1,388	171	1,052	165	
LP	182		130	52	
ALL	16,703	2,656	8,983	3,247	1,818

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 (%)
109.1	4.9	107.2	2.8	11,846	5.9

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Q CONK U4	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	55.3	59.6	33	9	1
Q CONK U9	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	54.4	54.5	31	9	2
Q CONK U11	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	42.4	43.0	25	9	0
Q CONK U14	B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	48.5	51.6	32	8	0
All		200.6	208.7	121	35	3

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.2	32	2,035	2,030	0.2	2,484.4	407.3
DF	LIVE	3 SAW	Domestic	7.8	32	5,304	5,164	2.6	7,801.9	1,036.0
DF	LIVE	4 SAW	Domestic	5.2	22	1,686	1,672	0.8	2,592.5	335.5
LP	LIVE	3 SAW	Domestic	6.8	32	125	125	0.0	129.6	25.1
LP	LIVE	4 SAW	Domestic	5.0	25	41	41	0.0	51.9	8.3
PP	LIVE	4 SAW	Domestic	13.4	32	436	396	9.2	437.6	79.4
PP	LIVE	5 SAW	Domestic	7.3	26	1,462	1,399	4.3	1,817.6	280.7
WL	LIVE	2 SAW	Domestic	13.9	32	157	153	2.4	171.2	30.7
WL	LIVE	3 SAW	Domestic	7.7	32	770	735	4.6	1,051.6	147.4
WL	LIVE	4 SAW	Domestic	5.3	25	129	129	0.0	165.1	25.9

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	5.9	26	4,317	1.0	6,753.6	866.0
DF	9 - 11	LIVE	Domestic	9.8	32	2,387	3.1	3,417.5	478.9
DF	12 - 14	LIVE	Domestic	12.9	32	1,617	1.9	2,084.0	324.4
DF	15 - 19	LIVE	Domestic	15.5	32	545	0.9	623.7	109.4
LP	5 - 8	LIVE	Domestic	5.5	29	123	0.0	137.8	24.6
LP	9 - 11	LIVE	Domestic	10.0	32	44	0.0	43.7	8.8
PP	5 - 8	LIVE	Domestic	6.6	24	792	3.3	1,050.0	158.9
PP	9 - 11	LIVE	Domestic	9.7	32	607	5.6	767.6	121.8
PP	12 - 14	LIVE	Domestic	13.0	32	310	10.2	349.0	62.3
PP	15 - 19	LIVE	Domestic	15.2	32	85	5.2	88.6	17.1

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WL	5 - 8	LIVE	Domestic	6.0	29	495	2.0	703.3	99.4
WL	9 - 11	LIVE	Domestic	10.1	32	369	6.4	513.4	74.0
WL	12 - 14	LIVE	Domestic	12.8	32	80	0.0	85.0	16.0
WL	15 - 19	LIVE	Domestic	15.8	32	73	4.9	86.2	14.7

Cruise Unit Report Q CONK U4

Unit Sale Notice Volume (MBF): Q CONK U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	14.9			301	78	190	33	
PP	14.7			237			79	157
WL	11.3			14		10	4	
ALL	14.6			551	78	199	116	157

Unit Cruise Design: Q CONK U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	55.3	59.6	33	9	1

Unit Cruise Summary: Q CONK U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	64	1.9	0
PP	14	58	1.8	0
WL	1	3	0.1	0
ALL	26	125	3.8	0

Unit Cruise Statistics: Q CONK U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	48.8	112.3	19.6	111.6	28.5	8.6	5,441	115.9	21.4
PP	44.2	112.0	19.5	96.8	38.9	10.4	4,279	118.6	22.1
WL	2.3	321.1	55.9	109.1	0.0	0.0	249	321.1	55.9
ALL	95.3	62.5	10.9	104.6	33.0	6.5	9,969	70.7	12.7

Unit Summary: Q CONK U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	14.9	60	75	5,523	5,441	1.5	40.3	48.8	12.6	300.9
PP	LIVE	CUT	14	ALL	14.7	60	78	4,594	4,279	6.9	37.5	44.2	11.5	236.6
WL	LIVE	CUT	1	ALL	11.3	73	91	249	249	0.0	3.3	2.3	0.7	13.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	26	ALL	14.7	61	77	10,366	9,969	3.8	81.1	95.3	24.8	551.3
ALL	ALL	ALL	26	ALL	14.7	61	77	10,366	9,969	3.8	81.1	95.3	24.8	551.3

Cruise Unit Report Q CONK U9

Unit Sale Notice Volume (MBF): Q CONK U9

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	11.5			525	24	332	168	
WL	14.6			151	31	107	13	
PP	13.9			26				26
LP	9.5			26		17	8	
ALL	12.0			727	55	457	189	26

Unit Cruise Design: Q CONK U9

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	54.4	54.5	31	9	2

Unit Cruise Summary: Q CONK U9

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	23	118	3.8	0
WL	9	28	0.9	0
PP	3	7	0.2	0
LP	3	5	0.2	0
ALL	38	158	5.1	0

Unit Cruise Statistics: Q CONK U9

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	95.7	66.3	11.9	100.7	31.2	6.5	9,642	73.3	13.6
WL	22.7	122.5	22.0	122.0	25.9	8.6	2,771	125.2	23.6
PP	5.7	296.2	53.2	83.3	39.4	22.8	473	298.8	57.9
LP	4.1	281.7	50.6	116.0	31.7	18.3	471	283.5	53.8
ALL	128.2	42.8	7.7	104.2	31.3	5.1	13,357	53.0	9.2

Unit Summary: Q CONK U9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	23	ALL	11.5	56	69	9,730	9,642	0.9	132.7	95.7	28.2	524.5
LP	LIVE	CUT	3	ALL	9.5	54	66	471	471	0.0	8.2	4.1	1.3	25.6
PP	LIVE	CUT	3	ALL	13.9	60	78	473	473	0.0	5.4	5.7	1.5	25.7
WL	LIVE	CUT	9	ALL	14.6	67	83	2,884	2,771	3.9	19.5	22.7	5.9	150.7
ALL	LIVE	CUT	38	ALL	11.9	57	71	13,557	13,357	1.5	165.8	128.2	37.0	726.6
ALL	ALL	ALL	38	ALL	11.9	57	71	13,557	13,357	1.5	165.8	128.2	37.0	726.6

Cruise Unit Report Q CONK U11

Unit Sale Notice Volume (MBF): Q CONK U11

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	5 Saw
DF	11.9			198	120	79	
PP	16.4			95			95
WL	10.2			9	5	5	
LP	10.0			8	8		
ALL	12.5			310	132	83	95

Unit Cruise Design: Q CONK U11

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	42.4	43.0	25	9	0

Unit Cruise Summary: Q CONK U11

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	21	63	2.5	0
PP	9	25	1.0	0
WL	2	3	0.1	0
LP	1	2	0.1	0
ALL	33	93	3.7	0

Unit Cruise Statistics: Q CONK U11

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	63.4	75.2	15.0	73.8	35.7	7.8	4,679	83.3	16.9
PP	25.2	129.1	25.8	88.8	23.4	7.8	2,234	131.2	27.0
WL	3.0	276.4	55.3	72.8	4.3	3.0	220	276.4	55.4
LP	2.0	500.0	100.0	91.7	0.0	0.0	184	500.0	100.0
ALL	93.6	38.4	7.7	78.2	31.1	5.4	7,318	49.5	9.4

Unit Summary: Q CONK U11

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	11.9	51	63	4,778	4,679	2.1	82.1	63.4	18.4	198.4
LP	LIVE	CUT	1	ALL	10.0	57	70	184	184	0.0	3.7	2.0	0.6	7.8
PP	LIVE	CUT	9	ALL	16.4	64	84	2,309	2,234	3.2	17.1	25.1	6.2	94.7
WL	LIVE	CUT	2	ALL	10.2	56	70	220	220	0.0	5.3	3.0	0.9	9.3
ALL	LIVE	CUT	33	ALL	12.6	54	67	7,491	7,318	2.3	108.2	93.6	26.2	310.3
ALL	ALL	ALL	33	ALL	12.6	54	67	7,491	7,318	2.3	108.2	93.6	26.2	310.3

Cruise Unit Report Q CONK U14

Unit Sale Notice Volume (MBF): Q CONK U14

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	17.1			755	305	394	55	
WL	13.7			30		25	5	
PP	9.6			3				3
ALL	16.4			788	305	420	60	3

Unit Cruise Design: Q CONK U14

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	48.5	51.6	32	8	0

Unit Cruise Summary: Q CONK U14

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	32	141	4.4	0
WL	2	6	0.2	0
PP	1	2	0.1	0
ALL	35	149	4.7	0

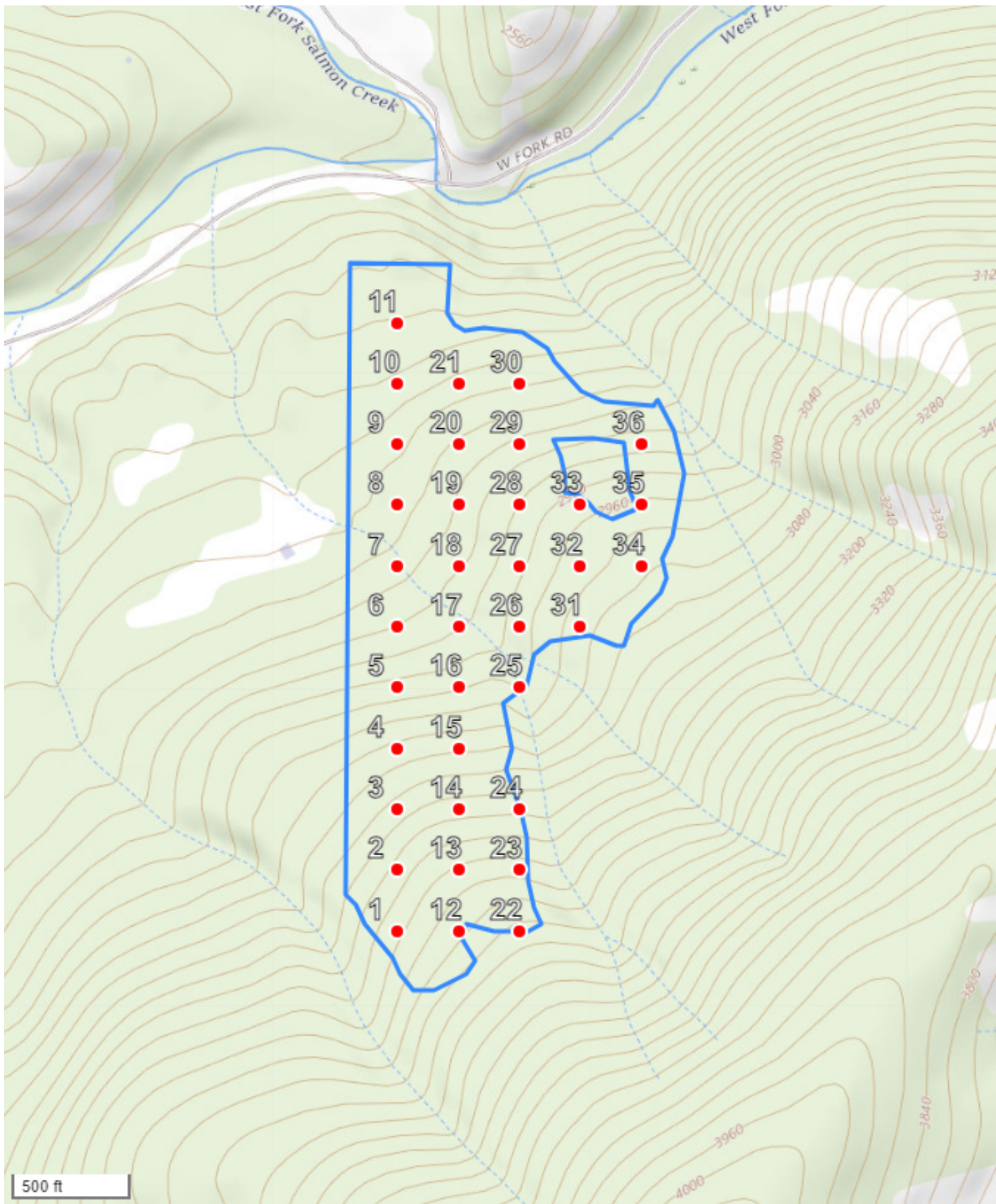
Unit Cruise Statistics: Q CONK U14

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	110.8	68.2	12.1	140.5	25.7	4.5	15,565	72.9	12.9
WL	4.7	251.2	44.4	131.8	1.1	0.8	622	251.2	44.4
PP	1.6	393.5	69.6	39.8	0.0	0.0	63	393.5	69.6
ALL	117.1	64.7	11.4	138.8	27.7	4.7	16,249	70.4	12.4

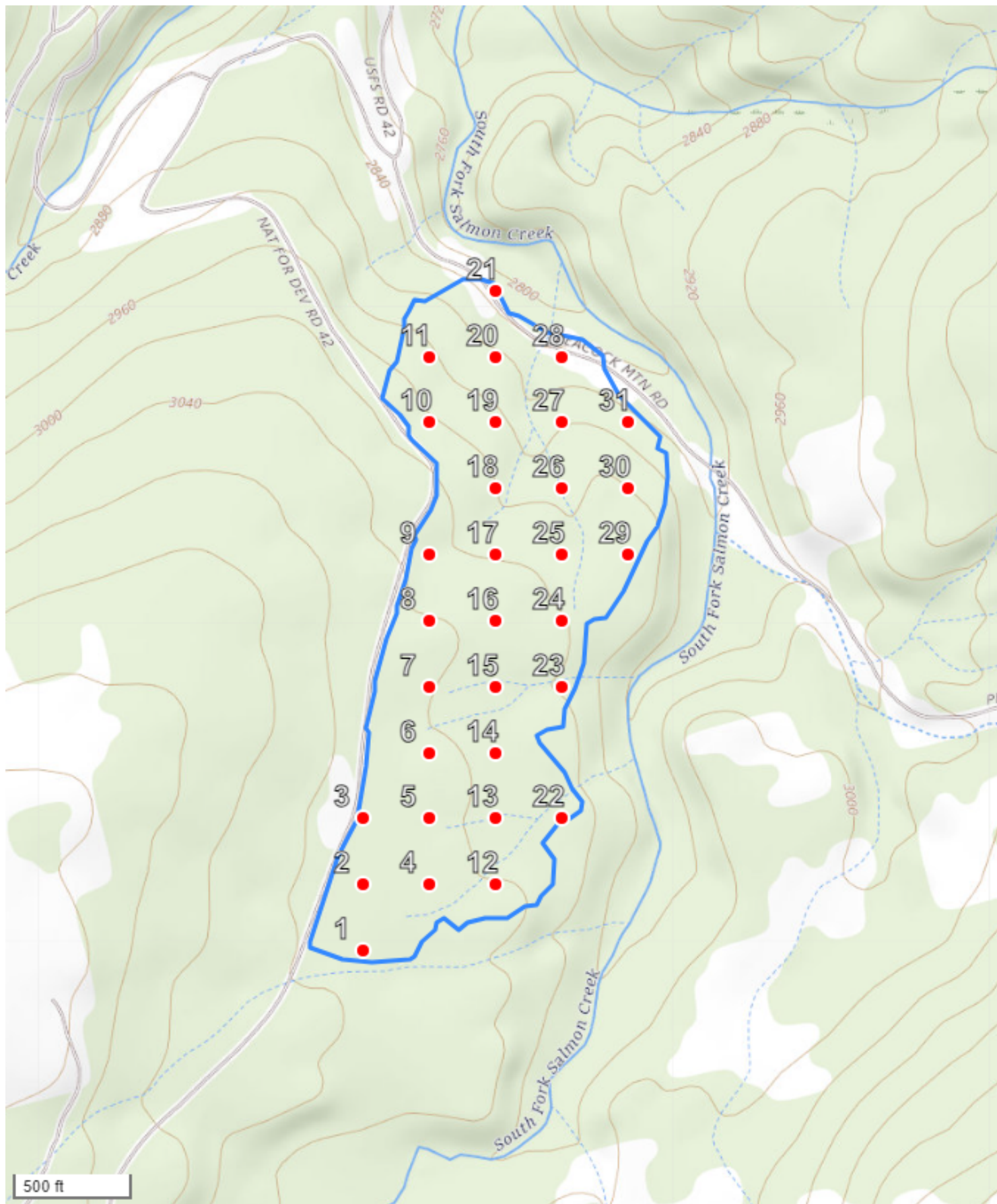
Unit Summary: Q CONK U14

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	32	ALL	17.1	67	84	15,940	15,565	2.4	69.5	110.8	26.8	754.9
PP	LIVE	CUT	1	ALL	9.6	44	55	63	63	0.0	3.1	1.6	0.5	3.0
WL	LIVE	CUT	2	ALL	13.7	72	91	657	622	5.4	4.6	4.7	1.3	30.1

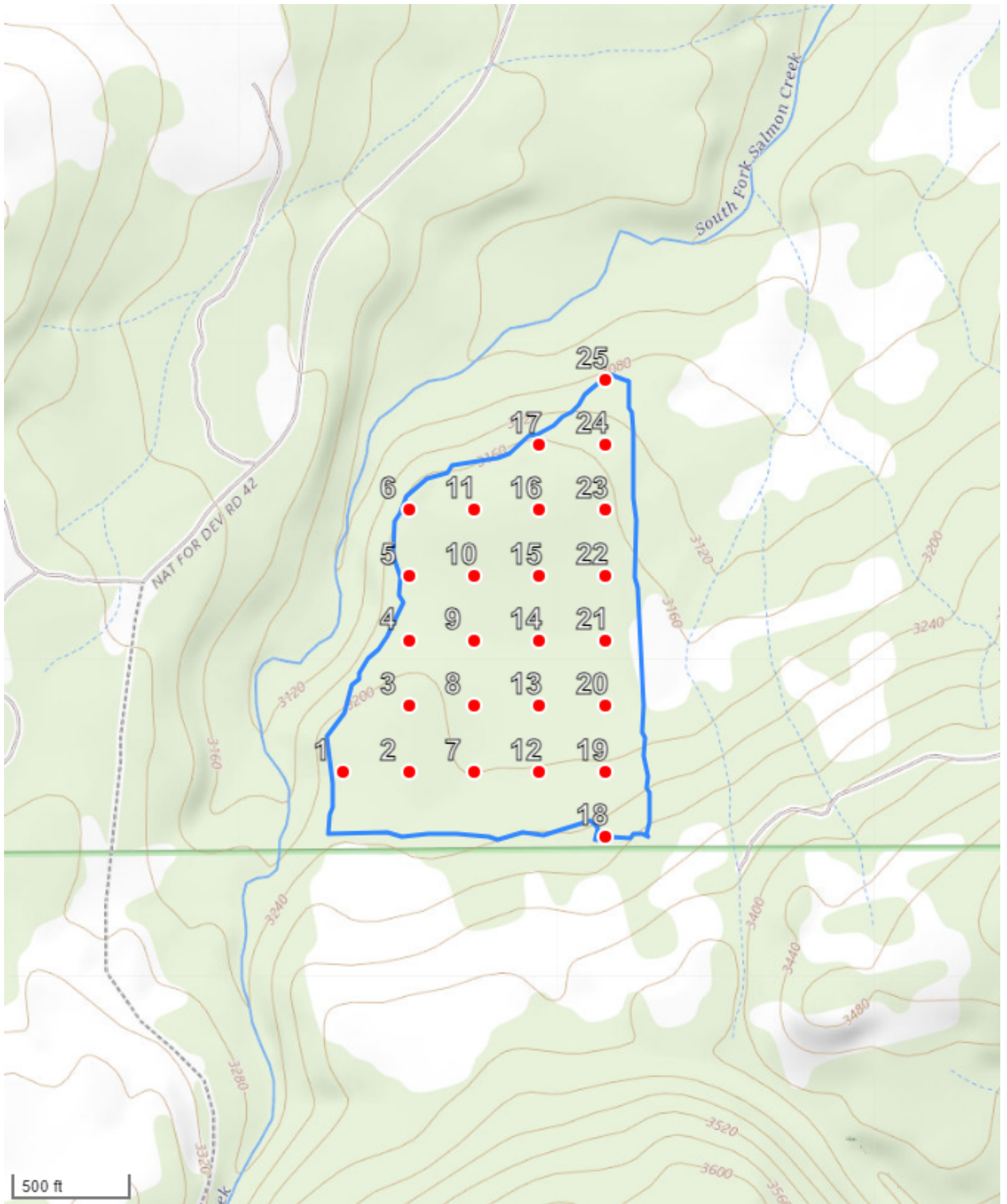
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	35	ALL	16.7	67	83	16,660	16,249	2.5	77.2	117.1	28.6	788.1
ALL	ALL	ALL	35	ALL	16.7	67	83	16,660	16,249	2.5	77.2	117.1	28.6	788.1



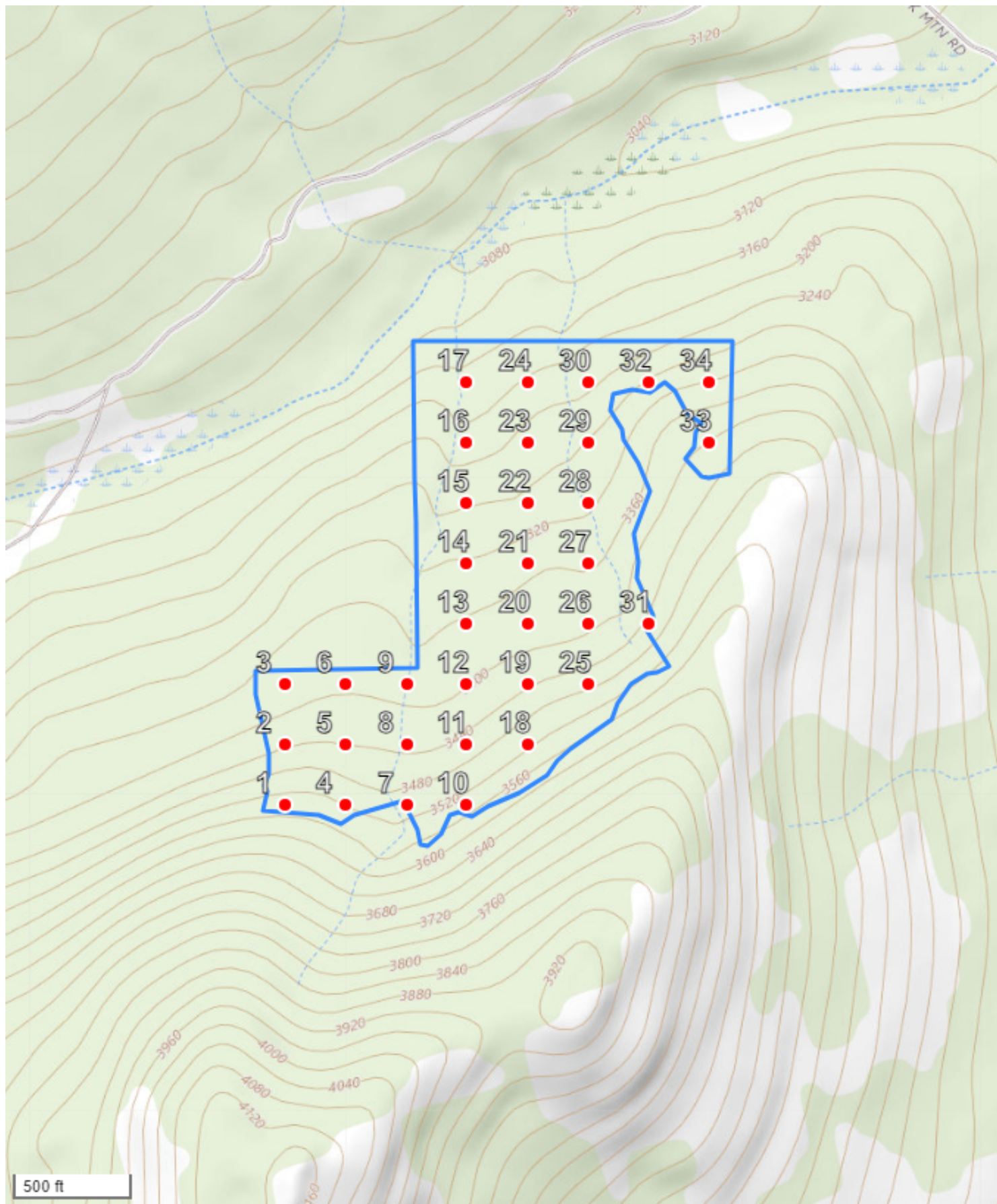
FMA Name: Q CONK U4	N Plots: 36	Plot Spacing: 254.5 ft
Grid Name: Q CONK U4 - 1	Acres Treated: 55.3	Main Azimuth: 0 deg



FMA Name: Q CONK U9	N Plots: 31	Plot Spacing: 276.3 ft
Grid Name: Q CONK U9 - 1	Acres Treated: 54.4	Main Azimuth: 360 deg



FMA Name: Q CONK U11	N Plots: 25	Plot Spacing: 273.4 ft
Grid Name: Q CONK U11 - 1	Acres Treated: 42.4	Main Azimuth: 360 deg



FMA Name: Q CONK U14	N Plots: 34	Plot Spacing: 253 ft
Grid Name: Q CONK U14 - 1	Acres Treated: 48.5	Main Azimuth: 360 deg

PRE-CRUISE NARRATIVE

Sale Name: Q Conk	Region: Northeast
Agreement #: 30-106237	District: South Okanogan
Contact Forester: Steven Hanson Phone / Location: 509-322-8437	County(s): Choose a county, Okanogan
Alternate Contact: Jake Townsend Phone / Location: 509-429-0545	Other information: Click here to enter text.

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

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
U1	T35 R24 S15	03	63.1	0	0	.2	0	62.9	GPS (Garmin)
U2	T35 R24 S14	03	7	0	0	0	0	7	GPS (Garmin)
U3	T35 R24 S14	03	15.2	2.	0	.6	0	12.6	GPS (Garmin)
U4	T35 R24 S13	03	59.3	3.9	0	.1	0	55.3	GPS (Garmin)
U5	T35 R24 S22	03	13.8	0	0	0	0	13.8	GPS (Garmin)
U6	T35 R24 S22	03	10.5	0	0	0	0	10.5	GPS (Garmin)
U7	T35 R24 S14,23,24	03	54.2	0	0	1.1	0	53.1	GPS (Garmin)
U8	T35 R24 S23	03	82.3	0	3.4	1.8	0	77.1	GPS (Garmin)
U9	T35 R24 S22,23,26,27	03	54.4	0	0	0	0	54.4	GPS (Garmin)
U10	T35 R24 S27	03	81.8	0	0	2.4	0	79.4	GPS (Garmin)
U11	T35 R24 S27	03	43.1	0	0	.7	0	42.4	GPS (Garmin)
U12	T35 R24 S25,26	03	46.4	0	0	1	0	45.4	GPS (Garmin)
U13	T35 R24 S25,26	03	8.5	0	0	0	0	8.5	GPS (Garmin)
U14	T35 R24 S25,36	03	51.4	0	2.9	0	0	48.5	GPS (Garmin)
U15	T35 R24 S22,27	03	21.3	0	0	.1	0	21.2	GPS (Garmin)
TOTAL ACRES			612.3	5.9	6.3	8	0	592.1	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1-4, 7-15	Marked leave with blue paint. Unit boundaries are flagged with pink flagging.		
5,6	Marked leave with orange paint. Unit boundaries are flagged with pink flagging.		

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	364	Will need sled or ATV for winter access.	
2	57	Will need sled or ATV for winter access.	
3	125	RMZ within unit. Will need sled or ATV for winter access.	
4	442	RMZ within unit. Will need sled or ATV for winter access.	
5	70	Will need sled or ATV for winter access.	
6	100	Will need sled or ATV for winter access.	
7	325	Will need sled or ATV for winter access.	
8	901	Will need sled or ATV for winter access.	
9	725	Will need sled or ATV for winter access.	
10	702	Will need sled or ATV for winter access.	
11	492	Will need sled or ATV for winter access.	
12	250	Will need sled or ATV for winter access.	
13	51	Will need sled or ATV for winter access.	
14	600	Will need sled or ATV for winter access.	
15	170	Will need sled or ATV for winter access.	
TOTAL MBF	5,374		

REMARKS:

For road acreage deductions, 14 feet was used as an average road prism width.

Prepared By: Steven Hanson Date: 08/28/2023	Title: NRS2	CC:
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Forest Practices Application/Notification
Notice of Decision

FPA/N No: 3026927

Effective Date: 3/26/24

Expiration Date: 3/26/27

Shut Down Zone: 678W

EARR Tax Credit: Eligible Non-eligible

Reference: Q Conk

13,14,15,22,23,24,25,26,27,36-35-24

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

Timing Limitations on Type S and F water(s):
No timing limitations apply.

Condition(s) required for approval/disapproval:
• No additional conditions apply.

Notes:

• Note: Western Gray Squirrels (WGS) and/or WGS habitat may exist within or adjacent to the FPA proposal. WGS is a protected species in Washington (WAC 220-200-100). For assistance in protecting any WG nests or habitat, contact Amber Johnson from WDFW at (360) 701-2738. For additional information see WDFW's internet web page for the Western Gray Squirrel: <https://wdfw.wa.gov/species-habitats/species/sciurus-griseus>

• Other

Reminder: Skidding logs and driving ground-based equipment through defined channels with flowing water is not allowed.

Issued By: Kyle Buckmiller

Region: Northeast

Title: Forest Practices Forester

Date: 03/26/2024

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: _____

Date: _____

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Northeast Region
<u>Physical Address</u> 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	DNR Northeast Region 221 S. Silke Road Colville, WA 99114

Information regarding the Pollution Control Hearings Board can be found at: <http://www.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, _____, caused the Notice of Decision for FPA/N No. 3026927 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

Colville, Washington

(Date)

(City & State where signed)

(Signature)

Washington State Department of Natural Resources

Sale Name: Conk

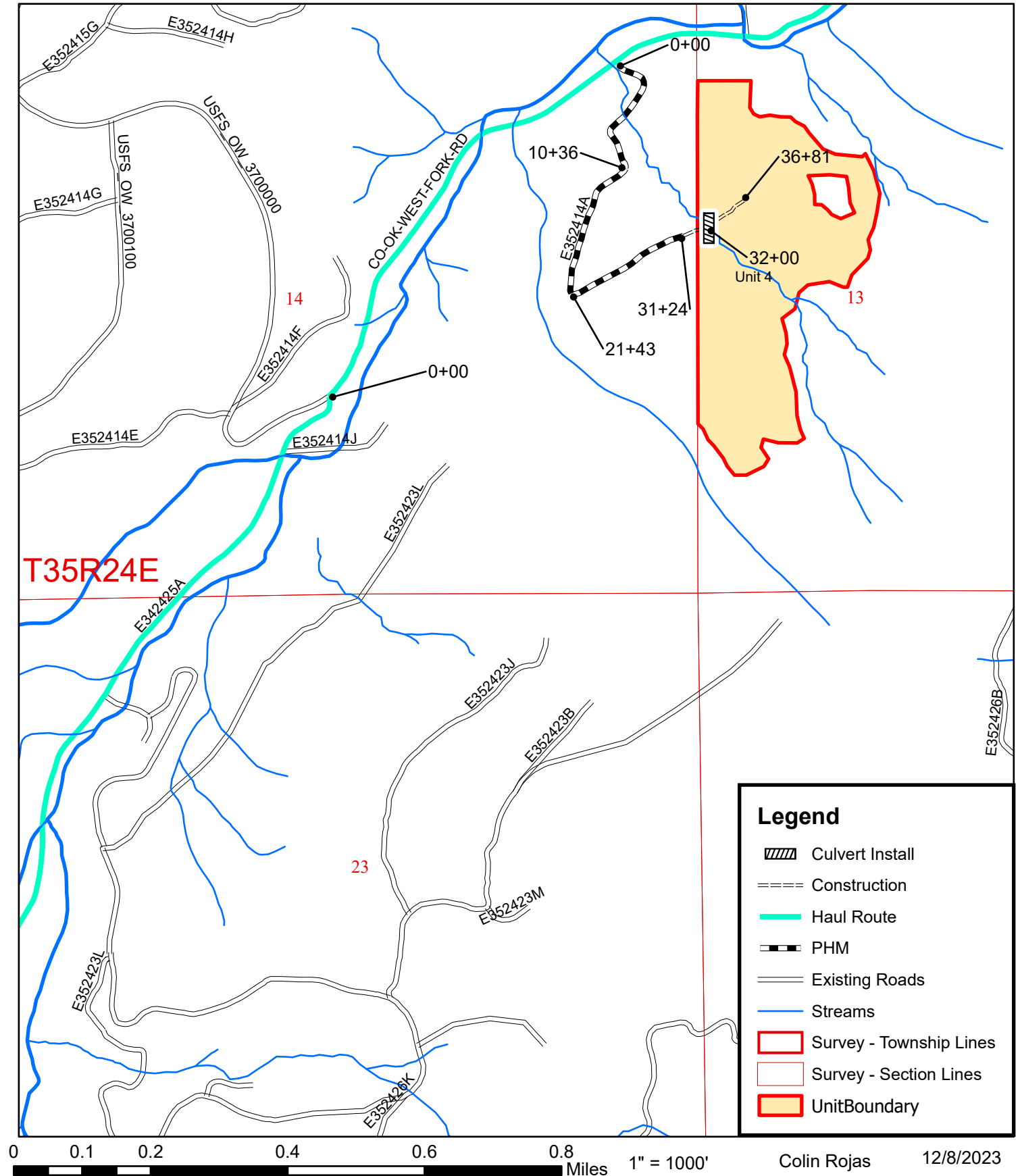
Road Plan Map

Region: Northeast

Agreement No: 30-106237

Page 1 of 3

County: Okanogan



Legend

- Culvert Install
- Construction
- Haul Route
- PHM
- Existing Roads
- Streams
- Survey - Township Lines
- Survey - Section Lines
- UnitBoundary

0 0.1 0.2 0.4 0.6 0.8 Miles 1" = 1000'

Colin Rojas

12/8/2023

Washington State Department of Natural Resources

Sale Name: Conk

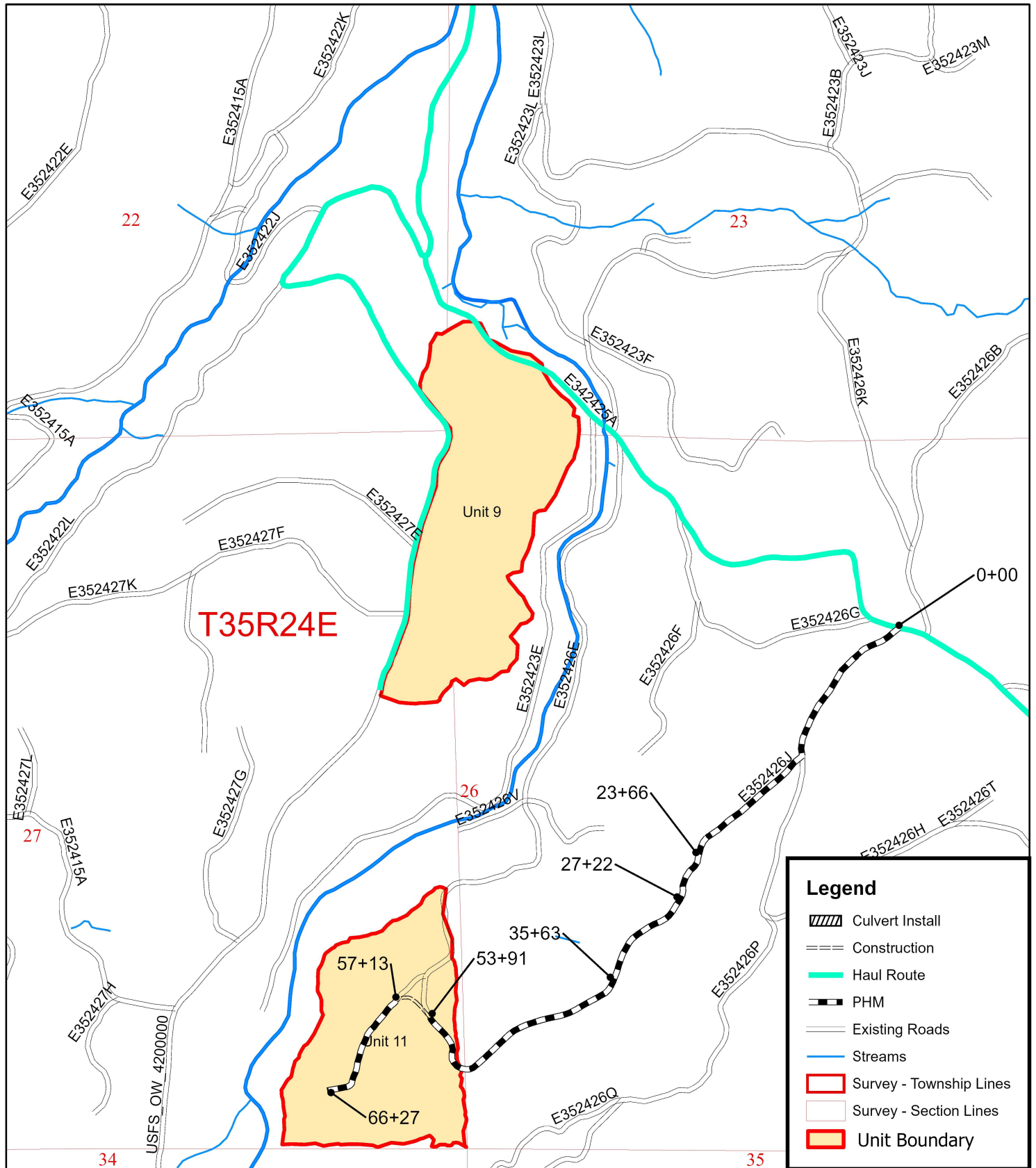
Road Plan Map

Region: Northeast

Agreement No: 30-106237

Page 2 of 3

County: Okanogan



0 0.1 0.2 0.4 0.6 0.8 Miles 1" = 1000'

Colin Rojas 12/8/2023

Washington State Department of Natural Resources

Sale Name: Conk

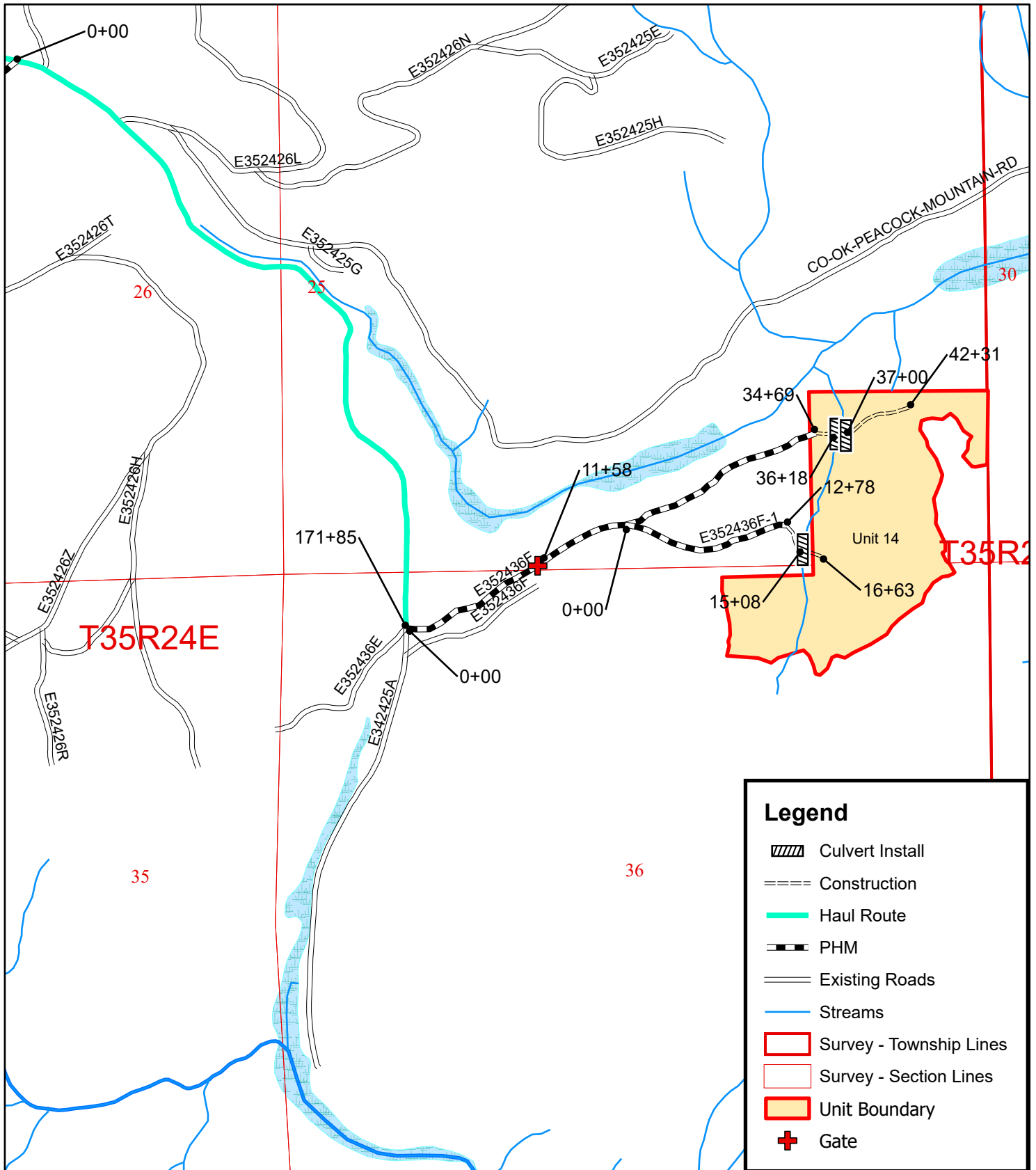
Road Plan Map

Region: Northeast

Agreement No: 30-106237

Page 3 of 3

County: Okanogan



0 0.1 0.2 0.4 0.6 0.8 Miles 1" = 1000'

Colin Rojas

12/8/2023

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

CONK TIMBER SALE ROAD PLAN
OKANOGAN COUNTY
SOUTH OKANOGAN DISTRICT
NORTHEAST REGION

AGREEMENT NO.: 30-106237

STAFF ENGINEER: COLIN ROJAS

DATE: 10/08/2023

DRAWN & COMPILED BY: COLIN ROJAS

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>
E352414A	31.24	Pre Haul Maintenance
E352414A	5.57	Construction
E352426J	63.05	Pre Haul Maintenance
E352426J	3.22	Construction
E352436F	34.69	Pre Haul Maintenance
E352436F	7.62	Construction
E352436F-1	12.78	Pre Haul Maintenance
E352436F-1	3.85	Construction

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E352414A	31+24 to 36+81	See sections 3, 4, and 5
E352426J	53+91 to 57+13	See sections 3, 4, and 5
E352436F	34+69 to 42+31	See sections 3, 4, and 5
E352436F-1	12+78 to 16+63	See sections 3, 4, and 5

0-6 PRE-HAUL MAINTENANCE

Maintenance includes, but is not limited to brushing, subgrade reshaping, subgrade lifting, rolling dip, and culvert installation, grading, riprap and rock application. Reference the TYPICAL SECTION SHEET, ROCK LIST, and CULVERT & DRAINAGE LIST, for general specifications. Boundaries

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E352414A	0+00 to 31+24	Curve Widening, Road Surface shaping, and Grading
E352426J	0+00 to 53+91 57+13 to 66+27	Brushing, Grubbing, Grading, Rocking, and slump clean up
E352436F	0+00 to 34+69	Brushing, Grubbing, and Grading
E352436F-1	0+00 to 12+78	Brushing, Grubbing, and Grading

0-7 POST-HAUL MAINTENANCE

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

0-9 DECOMMISSIONING

This project includes decommissioning listed in Clause 9-20ROAD DECOMMISSIONING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

Purchaser shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET. These tolerances do not supersede clauses 1-6, 4-3, and 4-4.

<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.

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

1-7 TEMPORARY ROAD CLOSURE

The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction shall not close any road for more than 21 consecutive days.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

The Purchaser is responsible for the repair or replacement of all materials, roadway infrastructure, and road components damaged during road work or operation activities. Repairs and replacements shall be directed by the Contract Administrator. Repairs to structural materials will be made according to the manufacturer's recommendation, and shall not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Road work and maintenance is marked with orange flagging or red tipped stakes

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

The Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before any road work begins.

1-23 ROAD WORK PHASE APPROVAL

Written approval by Contract Administrator must be received upon completion of the following phases of road work:

- Subgrade construction
- Drainage installation
- Subgrade compaction

1-25 ACTIVITY TIMING RESTRICTION

No operation of road construction equipment will be allowed on weekends or state recognized holidays, without written approval from the Contract Administrator.

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

November 15th - April 30th

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTIONS, the Purchaser shall provide a maintenance plan to include further protection of state resources. The Contract Administrator must approve the maintenance plan, in writing, before operation in the closure period. The Purchaser shall be required to maintain all haul roads at their own expense.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 4 inches on jaw run/pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 8 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- In the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

A grader shall be used to shape existing surfaces.

2-6 CLEANING CULVERTS

All inlets and outlets of culverts shall be cleaned before the haul of timber and shall be subject to the written approval of the Contract Administrator.

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

Purchaser shall clean all ditches and catch basins. Work shall be completed before haul of timber.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

Vegetative material up to 3 inches in diameter, including limbs, shall be cut as shown on the BRUSHING DETAIL-D2. Brushing shall be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation shall not be disturbed unless directed by the Contract Administrator.

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal shall not be used for brushing. The Purchaser is required to submit a detailed list of equipment and methods to be used during brushing, for approval by the Contract Administrator before starting work. Excavator buckets, log loaders and similar equipment shall not be used for brushing unless otherwise approved in writing by the Contract Administrator.

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

Right-of-way timber shall not be decked in the following areas:

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

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

Grubbed stumps shall be placed outside of the clearing limits as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps shall be piled. Piles shall be dirt free and piled with a hydraulic excavator.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

All disposal of organic debris, shall be completed before approval of final maintenance.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

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

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland, on road subgrades road prism excavation and embankment slopes embankments as shown on the TYPICAL SECTION SHEET.
- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

3-30 EXCLUSION OF DOZER BLADES

Dozer blades are not permitted for the piling of organic debris.

3-31 PILING

Organic debris shall be piled. Debris piles shall be made to be burnable, clean, tight, and free of rock or soil. Piles shall be made no closer than 20 feet from standing timber, and no higher than 10 feet. Debris piles shall be placed within the cleared right-of-way, or in natural openings, as designated by the Contract Administrator. Placement of debris piles outside of the right-of-way limits is subject to the written approval of the Contract Administrator.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed except as designed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees. The following standards for switchbacks shall be followed:

- Adverse grades on switchbacks shall not exceed 10%.
- Favorable grades through switchbacks shall not exceed 12%.
- Transition grades entering and leaving switchbacks shall not exceed a 5% grade change.

Transition grades required to meet switchback grade limitations shall be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (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

Unless construction staked or designed, embankment slopes shall be constructed no steeper than shown on the following table:

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

4-21 TURNOUTS

Turnouts shall be intervisible with maximum of 1,000 feet between turnouts, unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Minimum dimensions are shown on the TYPICAL SECTION SHEET. Turnouts are subject to written approval from the contract administrator.

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-27 DITCH WORK – MATERIAL USE PROHIBITED

Purchaser shall not pull ditch material across the road or mix in with the road surface. Excavated material must be scattered outside the grubbing limits.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

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

Waste material may be side cast on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all excavation shall be end hauled or pushed to designated embankment sites and waste areas.

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 below.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas, except as otherwise specified in this plan:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.
- Waste Disposal areas are subject to written approval from the contract administrator.
- On non DNR Land.

4-46 COMMON BORROW

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

4-49 BORROW SOURCE

Purchaser shall obtain borrow material from the listed borrow. Development of the borrow source must be in accordance with Section 4-5 CUT SLOPE RATIO.

4-55 ROAD SHAPING

The road subgrade and surface shall be shaped as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free. All grading shall be accomplished using a motor grader with a minimum of 175 horsepower.

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.

4-60 FILL COMPACTION

All embankment and waste material shall be compacted. Minimum acceptable compaction is achieved by placing embankments in 1 foot or shallower lifts, and routing excavation equipment over the entire width of each lift. Except as otherwise specified in this plan, a vibratory plate compactor or tamper shall be used for areas specifically requiring keyed embankment construction, and for embankment segments too narrow to accommodate equipment. Compaction with a plate compactor shall be made by a minimum of three full coverages; each lift shall not exceed 6 inches in depth.

4-61 SUBGRADE COMPACTION

Constructed or reconstructed subgrades shall be compacted full width. Subgrade compaction shall be approved, in writing, by the Contract Administrator before rock application or timber haul.

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.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Berms shall be removed from road shoulders to permit the escape of runoff. The construction of ditch outs will be required where ponding will result from the effects of side cast debris.

5-5 CULVERTS

Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall 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 shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil that will erode. Culverts shall be new steel, aluminum, or polyethylene meeting the material specifications in Clauses 10-15 through 10-23. Culvert placement shall precede embankment construction.

5-15 CULVERT INSTALLATION

Installation shall be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe shall be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

5-20 ENERGY DISSIPATERS

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

5-25 CATCH BASINS

Catch basins shall be constructed to resist erosion in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 4 feet wide and 4 feet long with back slopes consistent with Clause 4-5 CUT SLOPE RATIO.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Headwalls shall be constructed in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all permanent cross drain culverts. Rock used for headwalls shall meet the specifications for Light Loose Rip Rap. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock shall not restrict the flow of water into culvert inlets or catch basins. Placement shall be by zero-drop-height method only. No placement by end dumping or dropping of rock shall be allowed

5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL.

5-31 ROLLING DIP CONSTRUCTION

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

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads shall be water barred by November 1. Water bars shall be constructed according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between water bars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 6 – ROCK AND SURFACING

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- There needs to be a minimum of a 12' of gradable road surface after drilling and shooting during road construction.
- All solid rock within road prism must have a minimum of 1 feet of fill over it.
- Purchaser shall notify the Contract Administrator a minimum of 7 working days before blasting operations.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

6-21 IN-PLACE PROCESSING

The 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 restrictions. The use of in-place processing methods is subject to written approval by the Contract Administrator.

6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 50% by visual inspection of coarse aggregate shall have at least one fractured face. Coarse aggregate is the material retained on each specification sieve sized 1/4-inch and above, if that sieve retains more than 5% of the total sample.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

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

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.

6-50 LIGHT LOOSE RIP RAP

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

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

6-51 HEAVY LOOSE RIP RAP

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

<u>Quantity</u>	<u>Size Range</u>
30% to 90%	1 ton to 2 ton (28" - 36")
30% to 70%	500 lbs. to 1 ton (18" - 28")
20% to 50%	50 lbs. to 500 lbs. (8" - 18")
10% to 20%	3 inch to 50 lbs. (3" - 8")

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted 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.

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

Purchaser shall apply rock in accordance with the specifications and quantities shown on the Rock List. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations.

6-76 DRY WEATHER ROCK COMPACTION

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

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement.

7-57 CULVERT SHAPE CONTROL

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

7-70 GATE CLOSURE

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

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

Landing embankments shall be sloped to original construction specifications.

9-20 ROAD DECOMMISSIONING

Purchaser shall decommission the following roads before the termination of this contract

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E352414A	31+24 to 36+81	Light Decommissioning

9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads before the termination of this contract Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Type</u>	<u>Date</u>
E352423L	0+00 to 24+77	Light Abandonment	After Use

9-22 LIGHT DECOMMISSIONING AND ABANDONMENT

- Remove road shoulder berms except as directed.
- Construct drivable waterbars according to the attached 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 200 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.

9-23 LIGHT 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 200 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.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Remove culvert.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-21 METAL BAND

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

10-24 GAUGE AND CORRUGATION

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

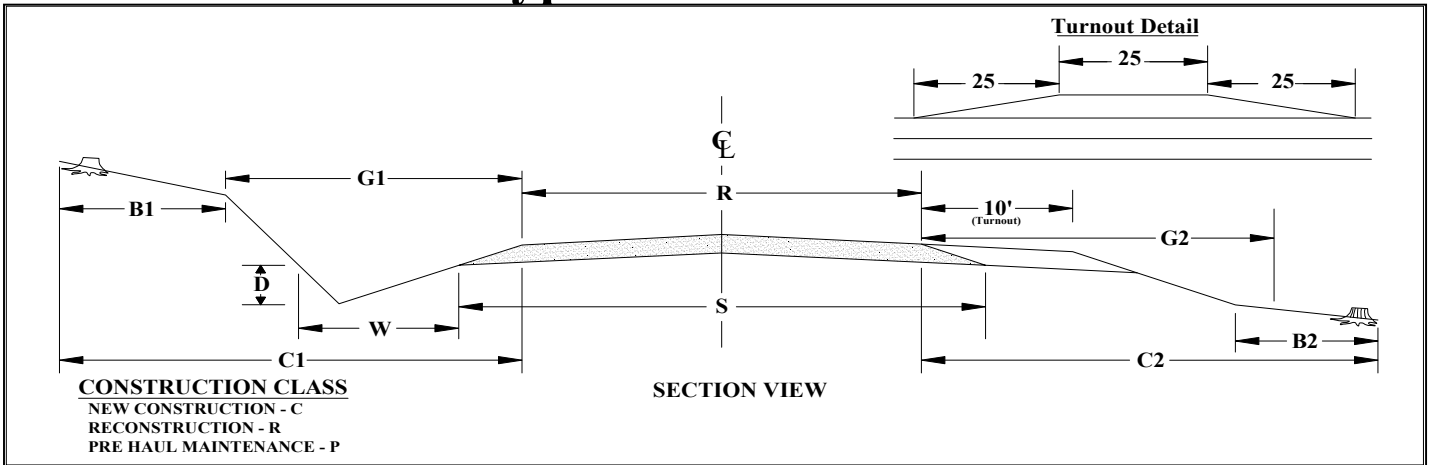
<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 48"	14 (0.079")	2 2/3" X 1/2"
54" to 96"	12 (0.109")	3" X 1"

State of Washington
Department of Natural Resources

Application No. : 30-106237

Name of Sale: Conk

Typical Section Sheet



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	INSLOPE "/>10'	OUTSLOPE "/>10'	CROWN " AT CL	DITCH WIDTH (W)	DITCH DEPTH (D)	DITCH 2 SIDES			GRUBBING CUT BANK (G)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (B)	ROAD FILL CLEARING (B)	R/W CUT CLEARING (C1)	R/W FILL CLEARING (C2)
E352414A	0+00	31+24	P											3	3			6	6
E352414A	31+24	36+81	C				4									6	6		
E352426J	0+00	53+91	P											3	3			6	6
E352426J	53+91	57+13	C				4									6	6		
E352426J	57+13	66+27	P											3	3			6	6
E352436F	0+00	34+69	P											3	3			6	6
E352436F	34+69	42+31	C				4									6	6		
E352436F-1	0+00	12+78	P											3	3			6	6
E352436F-1	12+78	16+63	C				4									6	6		

Date: 12-08-2023

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Sturctures

- Repair culverts, bridges, gates, fences, cattle guards, signs, and other road structures as required because of purchaser use. Repairs shall be subject to Contract Administrator's approval.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

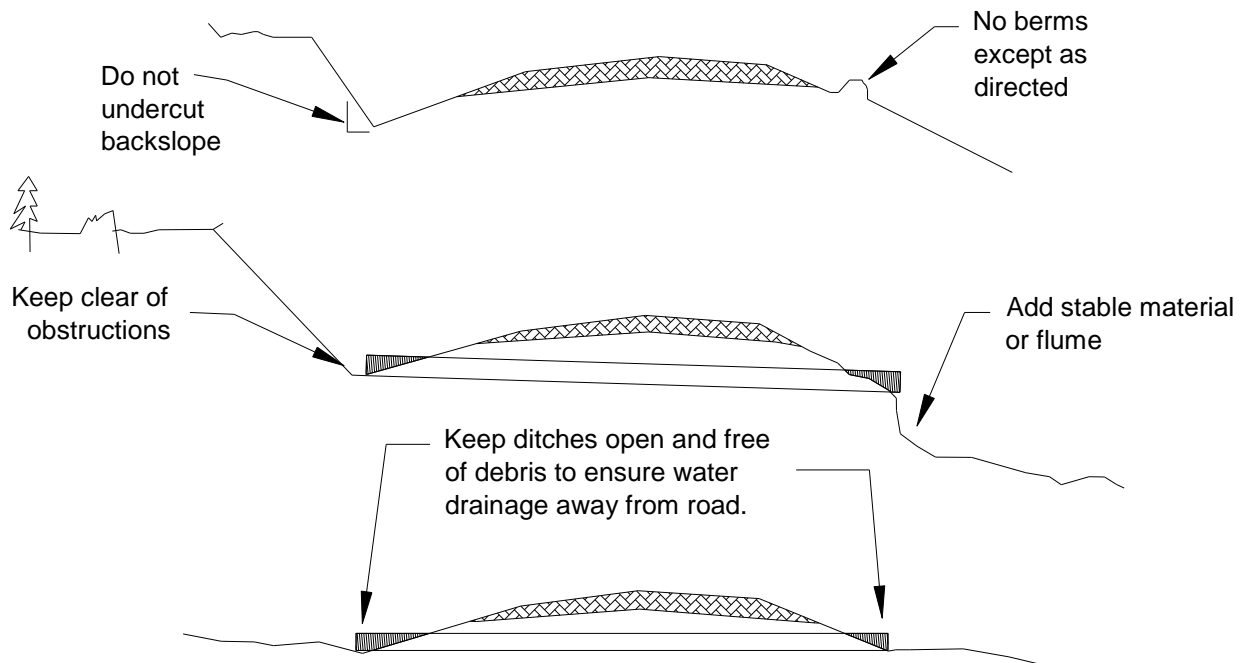
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

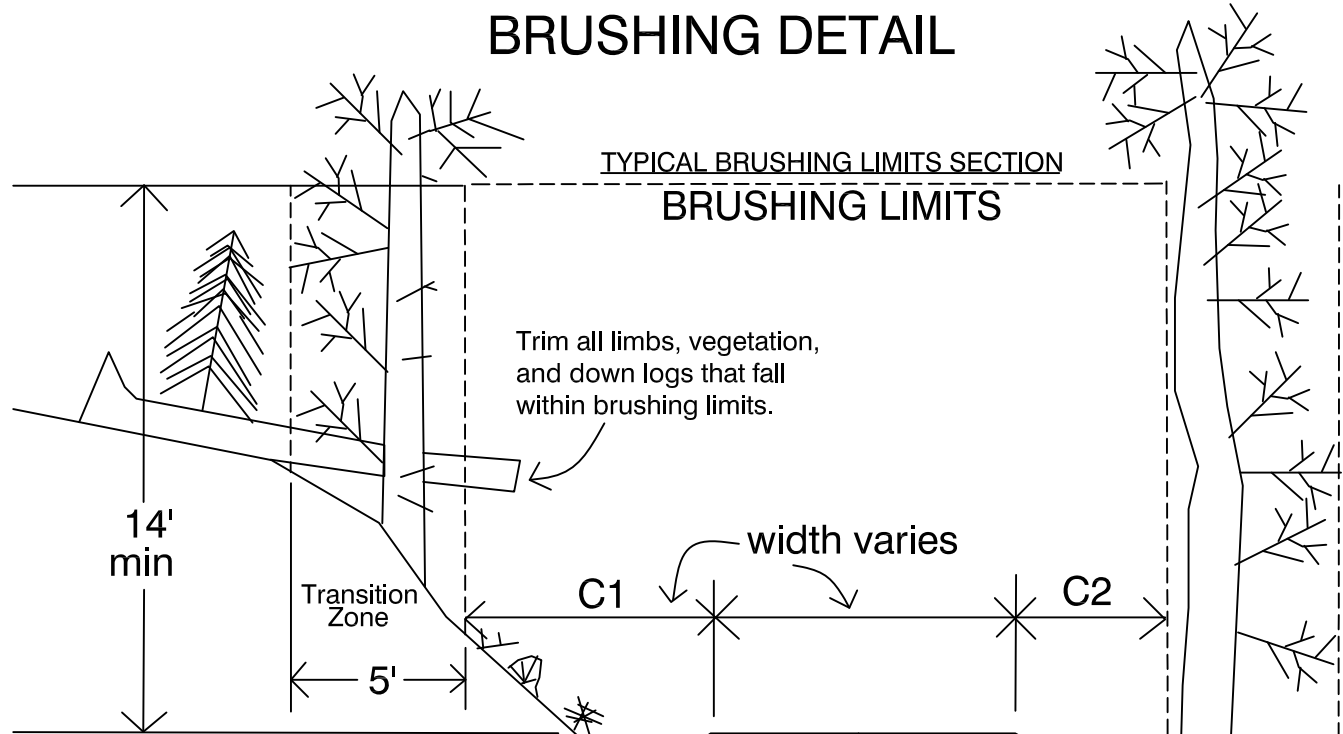
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



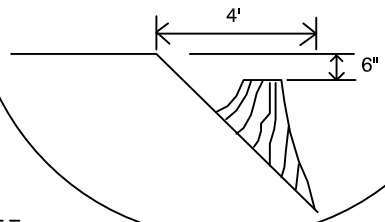
BRUSHING DETAIL



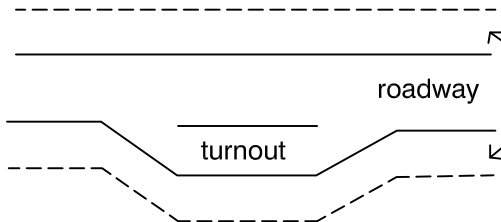
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem

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

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



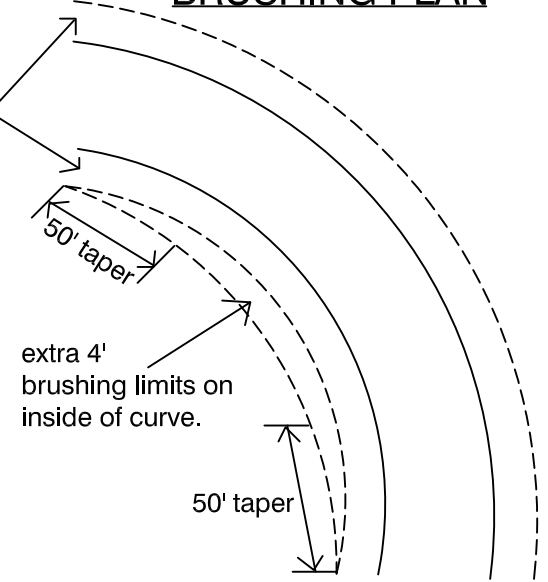
CURVE BRUSHING PLAN



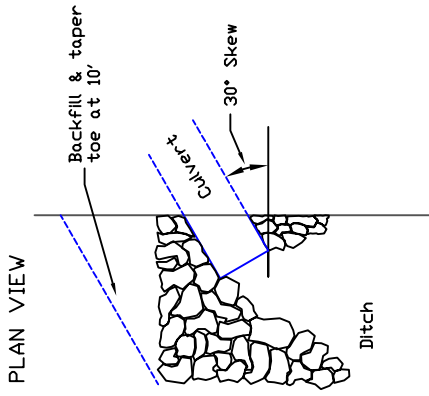
TURNOUT BRUSHING PLAN

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

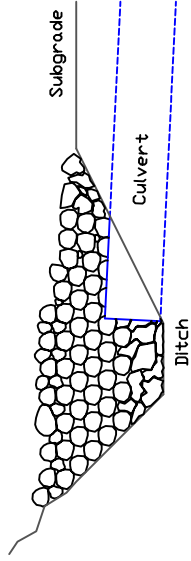
Brushing limits as shown on typical section



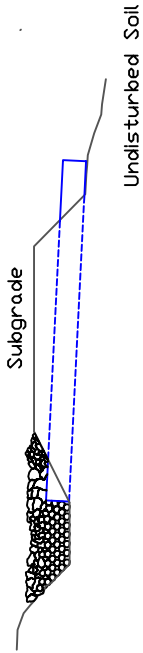
CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1



HEADWALLS

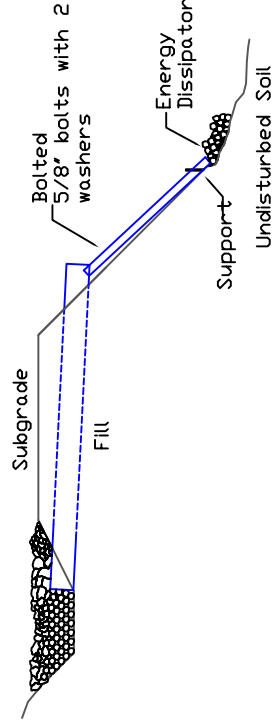


Headwall to be constructed of material that will resist erosion



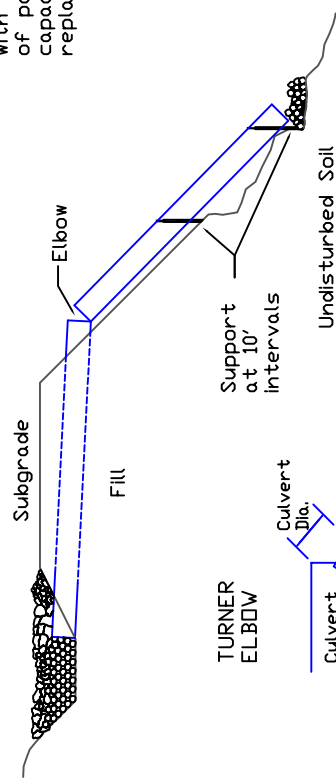
FLUME

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



DOWNSPOUT

Use where ground conditions are irregular.

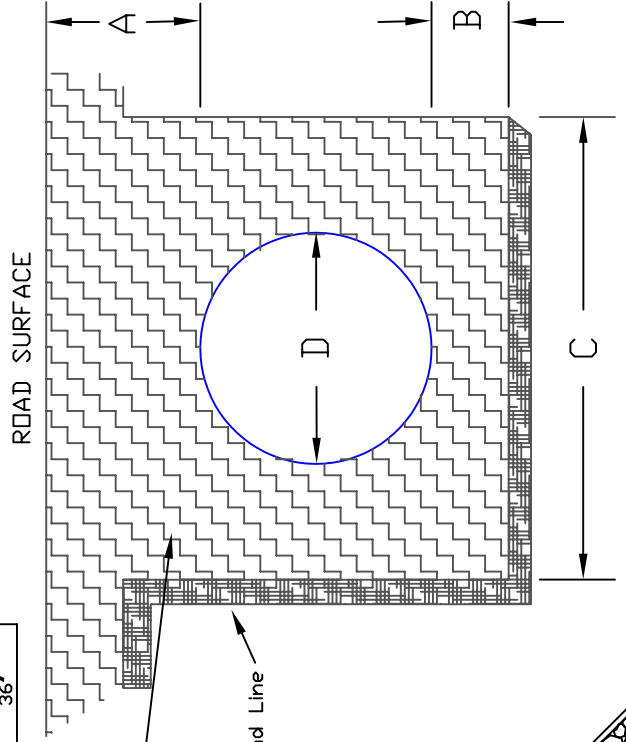


TURNER ELBOW

Bolted 5/8" bolts with bridge washers on both sides

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

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

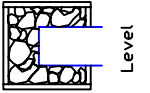


BEDDING MATERIAL:

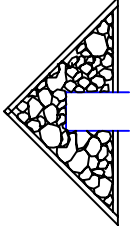
Use granular material - 3' minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.

DISSIPATOR SPEC'S

Size in Culvert Diameters
Area 2 X 2
Depth 1
Aggregate 1/3

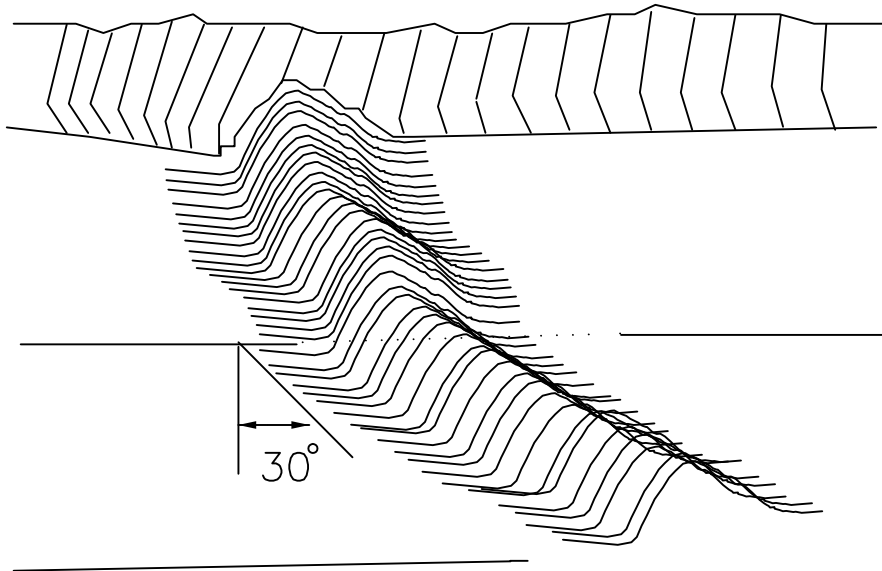


Level

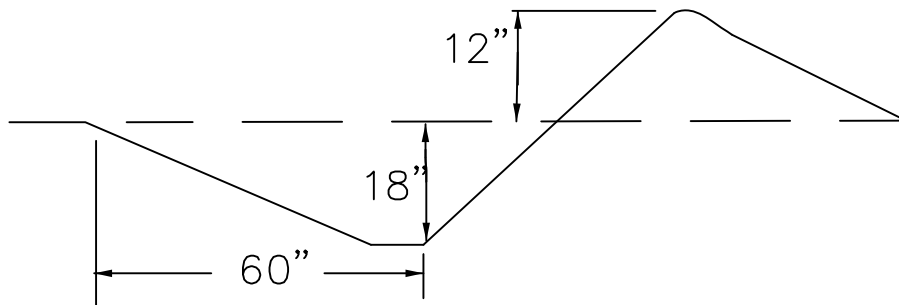


Side Hill

Top View

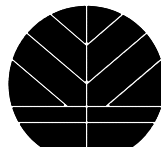


Side View



1. Waterbar construction for forest roads with little or no traffic.
2. Specifications are average and may be adjusted to conditions.
3. Bottom of waterbar must be outsloped to ensure proper drainage.
4. Rock outlet if steep fill slope is present.

Driveable Waterbar Detail



WASHINGTON STATE DEPARTMENT OF
Natural Resources

Northeast Region
Colville, Washington

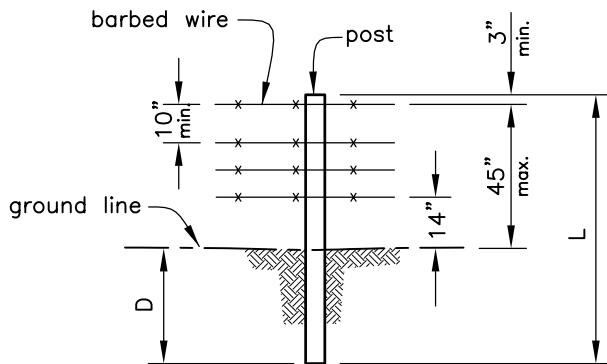
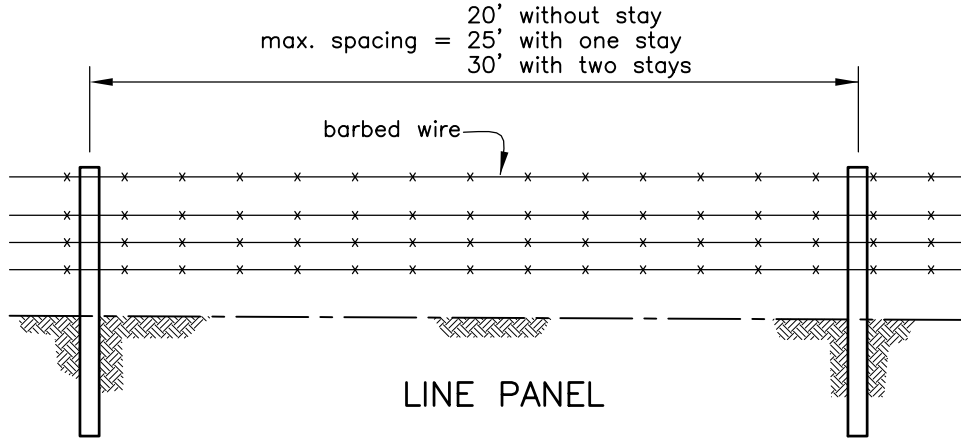
Designed By: Stash Slabinski 9/06/05

Drawn By: Stash Slabinski 9/06/05

Revised:

1 OF 1

4 STRAND STANDARD POST AND WIRE FENCE



BARBED WIRE 12 1/2 gauge conventional or 15 1/2 gauge high-tension

2 twisted strands with 14 gauge or heavier two-point barbs on approx. 5 inch centers.

Class 1 (min. or equiv.) zinc-coating as per ASTM A-121.

BARBED WIRE DETAIL

LINE	Plastic:	L = 6 ft. min. D = 24 in. min. Dia. = 3-3/8 in. min.	Fiberglass:	L = 6 ft. min. D = 24 in. min. Dia. = 1-1/4 in. min.
	Wood:	L = 6 ft. min. D = 24 in. min. Dia. = 3 in. min.	Steel:	L = 5-1/2 ft. min. D = 18 in. min. Standard "T" or "U"; > 1.25 lbs/ft of length
CORNER OR GATE	Wood:	L = 7 ft. min. D = 3 ft. min. Dia. = 5 in. min.	Steel:	L = 7 ft. min. D = 3 ft. min. (set in conc.) Dia. = Round 2-3/8 in. O.D. or Angle iron 2-1/2 x 2-1/2 x 1/4 (in.)
	STAYS	Wood: 1-1/2 in. dia. min. of durable wood Fiberglass: Any manufactured for this purpose Wire: 9 1/2 gauge, zinc coated, twisted, manufactured for this purpose		

SPECIES for all wood: _____

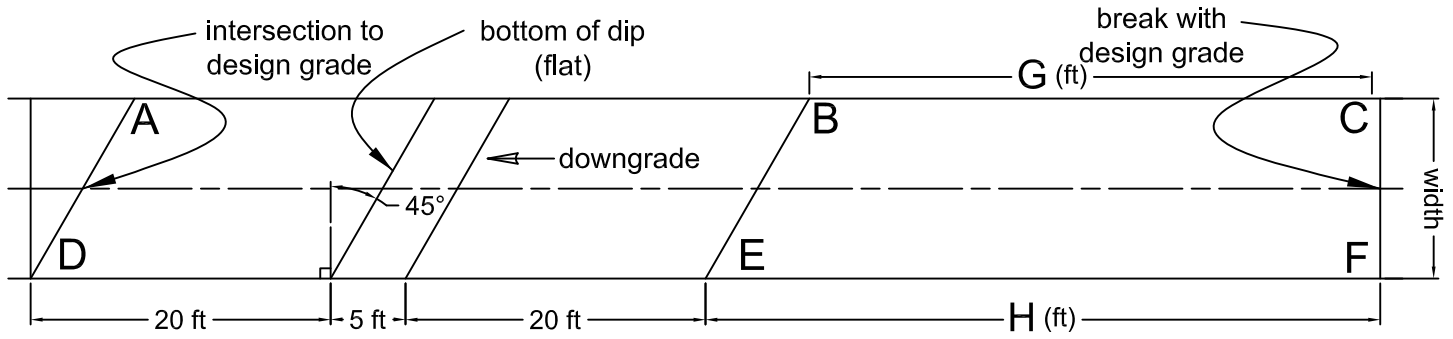
SPECIAL INSTRUCTIONS

Drawing not to scale. Standardized drawing must be adapted to the specific site.

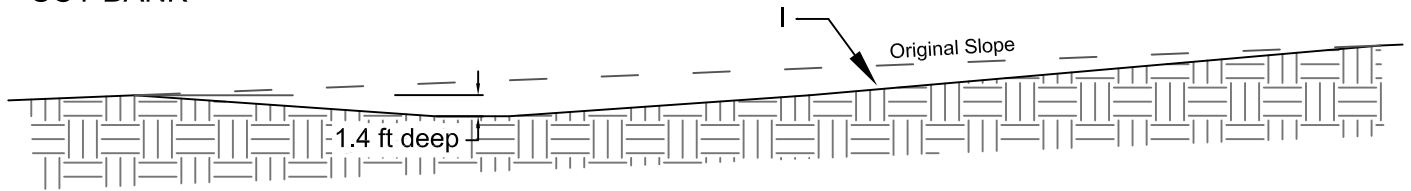
JOB CLASS	Date
CAD FILE NO. LSK-0010.DWG	Designed _____
SHEET OF	Drawn _____
	Checked _____
	Approved _____

STANDARD 45° ROLLING DIP

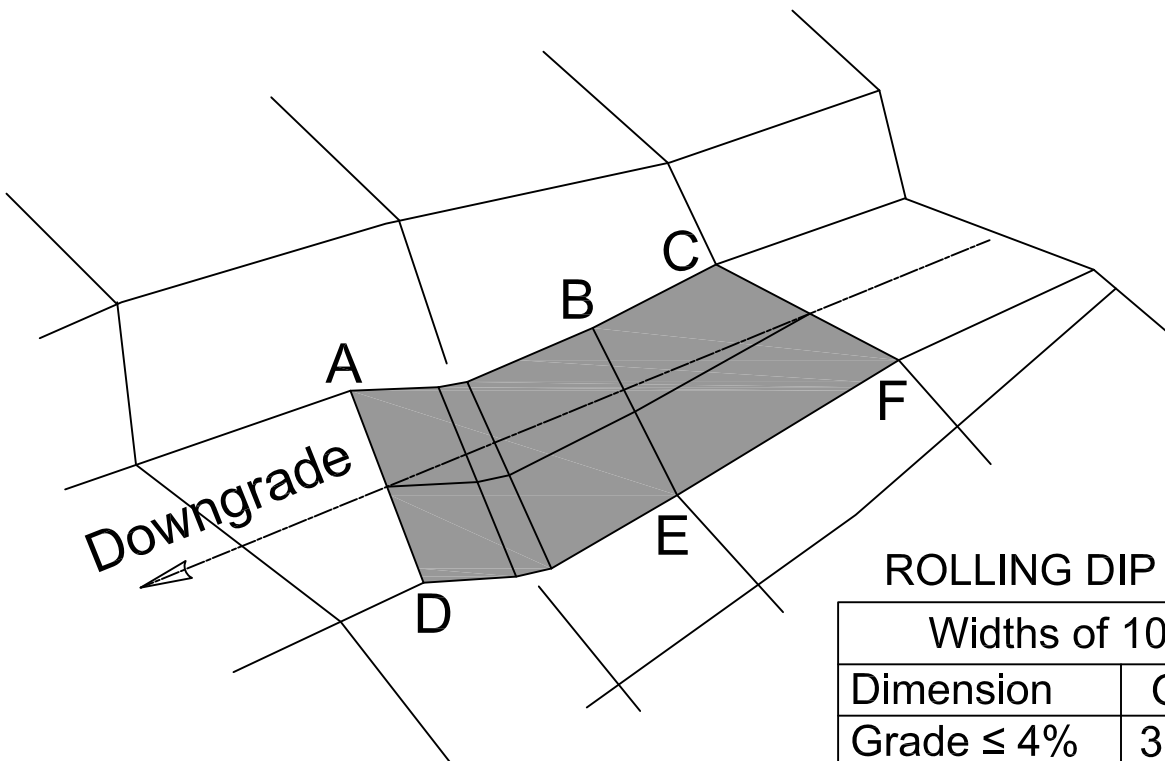
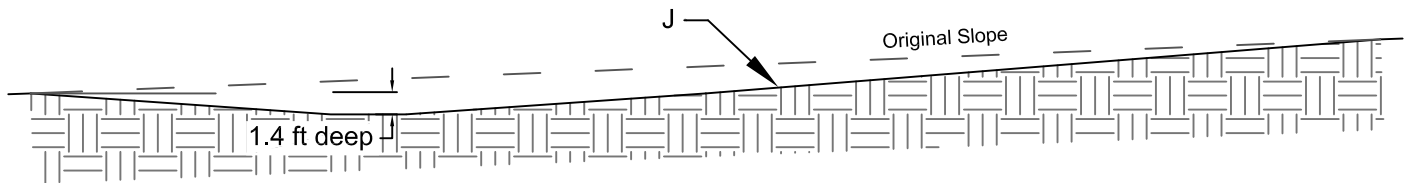
PLAN OF ROLLING DIP



CUT BANK



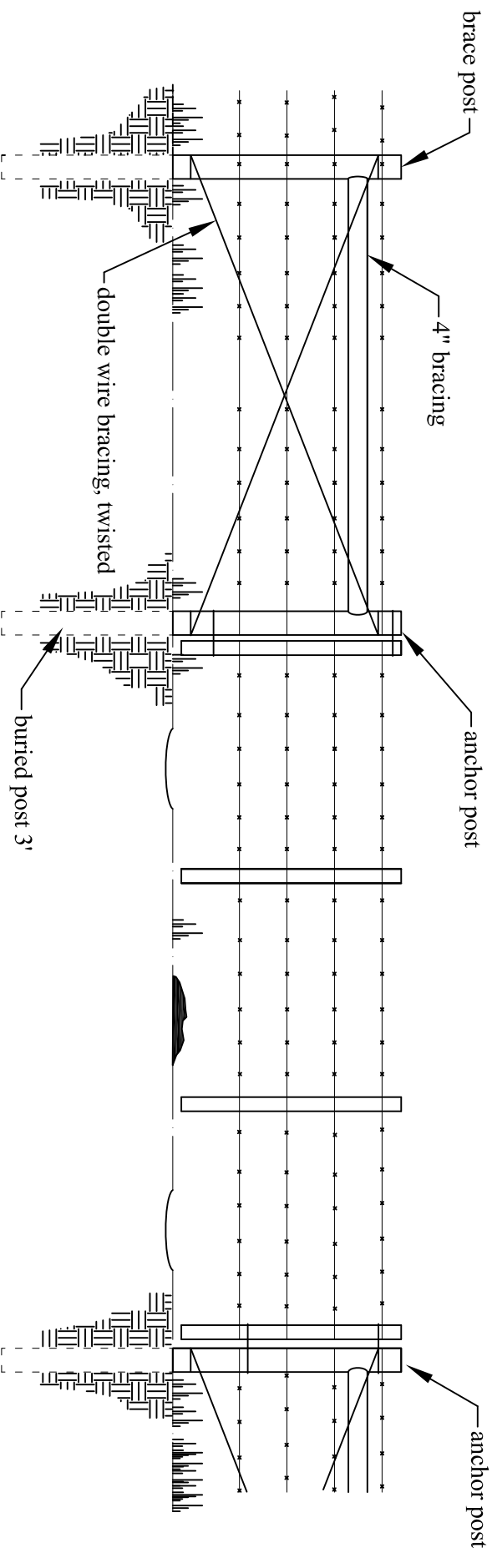
FILL SLOPE



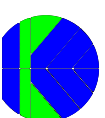
ROLLING DIP DEMENSIONS

Widths of 10' through 14'				
Dimension	G	H	I	J
Grade ≤ 4%	38'	45'	9%	8%
Grade = 6%	48'	55'	11%	11%
Grade = 8%	58'	65'	14%	14%

4 Strand Wire Gate and Gate Brace Detail



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



Washington State Department of
Natural Resources

Northeast Region
Colville, Washington

Drawn by: Jason Bauer

Revised: 10/06/2009

OKANOGAN

ROAD RIGHT-OF-WAY CONSTRUCTION
AND USE AGREEMENT

70
V-2-10-70
C. G. G. G.
G. G. G.

THIS AGREEMENT, entered into this 11 day of June, 1970, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter referred to as "Cooperator," and the UNITED STATES OF AMERICA, by and through the Acting Regional Forester, Forest Service, Department of Agriculture, hereinafter referred to as "Government."

WHEREAS, there is an area within and adjacent to the Okanogan National Forest and situated in the County of Okanogan, State of Washington, hereinafter called the "Agreement Area," and to be known as the Okanogan Agreement Area, within the boundaries of which, as shown on the map marked Exhibit A attached hereto and made a part hereof, the parties have need for establishing access roads to their intermingled land ownerships for managing, protecting, and utilizing resources therefrom; and

WHEREAS, Government and Cooperator desire to join in developing and maintaining such roads serving their ownerships and to share costs thereof;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as hereinafter set forth.

Section 1 - Agreement Supplement Prerequisite to Joint Financing of Roads

In order for roads which are constructed hereafter or which are already constructed within the Agreement Area to be jointly financed, there must be mutual agreement, prior to construction or prior to use by the other party of roads already constructed by one party, on each of the elements set forth in Section 2 hereof, which agreement will be expressed in a consecutively numbered supplement substantially in the form of Exhibit B attached hereto.

Section 2 - Necessary Elements of Agreement Supplement

The elements to be agreed upon for a road to be jointly financed are:

- a. Identification by name or number of road or roads to be included, along with a map or plat showing as accurately as necessary for the road involved its location and length, all in accordance with procedures prescribed in Section 3 hereof.
- b. Plans and specifications for roads to be constructed, or reconstructed.
- c. Scheduling of construction or reconstruction, if any, and designation of party to perform such construction or reconstruction.

USFS Recorded document on 4/12/71
Volume 229, Pages 108-142
Auditor File No. 579353 - Okanogan County.

- ✓d. Estimated costs of construction or reconstruction based on engineering appraisals, both for roads built and to be built, but subject always to the limitation expressed in Section 4 hereof; if the project is to be accomplished by contract, the costs may be determined on the basis of the lowest acceptable bid.
- ✓e. Proportion of estimated costs to be borne by each party determined by application of the principles stated in Section 5 hereof.
- ✓f. Provision for each party's meeting its share of the cost, based upon methods provided in Section 6 hereof.

✓ Section 3 - Road Construction Plans

When either party is considering the construction of a road within the Agreement Area, it will give notice in writing to the other party accompanied by a map showing the approximate location of the proposed road. Within no more than thirty (30) days after receiving such notice, the other party will inform the initiating party whether it is interested in having the road constructed as a jointly financed road.

- ✓If the road is not to be a jointly financed road, the initiating party may proceed as provided in Section 13 hereof.
- ✓If the road is to be jointly financed, the initiating party will tentatively locate the road or cause it to be located and plainly marked on the ground. When a location has been so marked, notification in writing will be given to the other party. Promptly thereafter, the route will be jointly inspected and agreed upon and arrangements made for submission by the initiating party to the other party of such surveys, plans, and construction details as the parties agree are necessary. Agreement on location shall not be unreasonably withheld nor conditioned by the other party upon either a relocation or incorporation of features which add substantially to construction costs without a substantial and demonstrable benefit being preserved or created in return.
- ✓Final approval of surveys, construction plans, right-of-way description and estimated construction costs shall be made in writing by the other party promptly after such submission, or if approval is withheld for reasonable cause, the parties shall attempt to achieve agreement. Once the plans and estimated construction costs are agreed upon, the basis for cost sharing, if not previously agreed to, and the method of paying shared costs shall be negotiated and the agreement supplement referred to in Section 1 shall be executed.

✓ Section 4 - Limitation on Cost Sharing for Roads

A party's right to participate in joint financing of a road within the Agreement Area and to enjoy the benefits of this agreement with respect thereto shall not be conditioned upon assumption of any more than that party's proportionate share of the estimated costs for constructing roads needed to serve the anticipated uses in the area tributary to the roads.

Section 5 - Basis for Cost Sharing

For all roads to be jointly financed within the Agreement Area the basis for sharing will be determined in each supplement by application of the following principles:

- ✓ a. Anticipated use of the roads by the public for noncommercial purposes and for public service traffic will be allocated to the Government.
- ✓ b. Anticipated use of the roads for commercial purposes will be allocated to the parties in proportion to the resources expected to generate such use which are owned or controlled by each party; provided, that commercial use attributable to nonparticipating parties will be allocated to the Government unless otherwise agreed.
- ✓ c. Anticipated use of the roads by each party for protection and administration; provided, that use for protection and administration attributable to nonparticipating parties will be allocated to Government.
- ✓ d. Anticipated use of the roads attributable to use and operation of commercial recreation activities will be allocated to the parties in accordance with the principle in b. above.

Section 6 - Methods of Sharing Costs

✓ The share of estimated construction costs to be borne by each party for each jointly financed road under this Agreement, whether the road is already constructed or is to be constructed, may be amortized by any one or a combination of the following methods:

- ✓ a. By a party's performing or having performed construction or reconstruction on the jointly financed road to the extent of its share.
- ✓ b. By a party's performing or having performed construction or reconstruction on another jointly financed road within an agreement area in excess of its share for that other road.
- ✓ c. By a party's depositing funds with the constructing party either at the outset or as construction or reconstruction progresses or upon completion of construction, as the parties agree.
- ✓ d. By haulers paying, at rates mutually agreed upon, as timber or other products from Government lands are transported over the roads constructed or reconstructed by Cooperator. Such payments shall be collected by Government and paid to Cooperator.

- e. By Cooperator paying, at rates mutually agreed upon, as timber or other products from Cooperator lands are transported over the roads constructed or reconstructed by Government.

Section 7 - Right-of-Way Conveyances

- ✓ As soon as the roads are located and the agreement supplement has been executed as above provided, each party will grant easements to the other for such roads and concomitant rights-of-way across lands or interests in lands each may own. Easements will be in substantially the form attached hereto as Exhibits C and D.
- ✓ Either party will issue when requested a permit in lieu of an easement.

Section 8 - Road Construction, Inspection, and Acceptance

- ✓ The parties agree that written acceptance of road work by both parties is essential to the accomplishment of the cooperative objective. Each party will keep the other informed of construction progress, and the other will make periodic inspection as it deems necessary and will currently raise in writing any objections to the work performed. Right-of-way timber shall be disposed of as provided in the Memorandum of Understanding on access dated June 19, 1964, between the State of Washington acting by and through the Department of Natural Resources, and the United States of America, acting by and through the Forest Service of the United States Department of Agriculture.
- ✓ Ten days prior to the expected completion of any construction, the constructing party will give written notice as to the completion date of a project, and the other party will, within thirty days after receipt of the notice, make a final inspection and give written notice of rejection or acceptance of the project. If weather or other conditions prevent inspection within said thirty-day period, the time during which such conditions prevail will be excluded in determining the thirty-day period. Rejection may only be based upon failure to comply with the stated plans and specifications. A rejection notice will identify the items of work to complete the project in accordance with the stated plans and specifications. Acceptance shall not be unreasonably withheld. In case of rejection, the items of work identified in the notice will be promptly done; thereupon the road shall be deemed accepted.

Section 9 - Maintenance

- ✓ Maintenance shall be performed on jointly financed roads in accordance with the easements or permits granted in accordance with Section 7 herein and pursuant to a maintenance plan made at the annual meeting as provided for in Section 12 hereof, or pursuant to the provisions of a Road Maintenance Agreement separately entered into. Use by a party's licensee will be the maintenance responsibility of that party. Maintenance shall be performed so as to preserve the road to standards of original construction or reconstruction.

Section 10 - Additional Capital Expenditures

- ✓ If exhaustion or severe damage or destruction occurs to any portion of a road jointly financed under this agreement so that additional capital expenditures will be required, the parties will endeavor to agree upon (1) the work to be performed and (2) the share of the cost to be borne by each.
- ✓ It is intended that the share of the cost to be borne by each shall be the same percentage as used in the supplement covering the road. In the event there have been substantial changes in the anticipated uses of the parties, the principles stated in Section 5 shall be applied in determining the share of the cost in the new capital expenditure to be borne by each party. Payment of shares shall be by any one or a combination of the methods stated in Section 6.

Section 11 - Annual Accounting

- ✓ A mutual accounting by the parties to this agreement shall be made as of each December 31.
- ✓ The accounting will determine the debits and credits accrued by each party in the year just completed with respect to their obligations under this agreement for new construction, reconstruction, and restoration involving capital expenditures.
- ✓ The accounting will also determine the debits and credits accrued by each party during the year just completed with respect to their agreed maintenance obligations for roads in the Agreement Area and will achieve a net balance for the year between the parties with respect to maintenance matters.

Section 12 - Annual Meeting

- ✓ On or before the 1st day of March of each year, the parties shall meet to apprise each other of their logging and use plans and of anticipated road construction or reconstruction needs for the coming year toward the objective of efficiently developing the Agreement Area.
- ✓ At such annual meeting, the parties will also agree on maintenance arrangements for the coming season. These arrangements will include the following:
 - ✓ a. Maintenance plan for the coming season which will include the work to be performed and estimated cost of doing it.
 - ✓ b. The method of measuring total use and the means of apportioning such total use to each party in order to comply with the easements or permits covering jointly financed roads within the Agreement Area.
 - ✓ c. Designation of the maintainer and roads, road segments, or classes of work for which he is responsible.
 - ✓ d. How the planned program is to be financed.

Section 13 - Roads Not Jointly Financed

✓ When a party desiring to construct a particular road or road segment is informed by the other party that it has no need for the road and will not share construction costs, the initiating party may proceed alone. It will prepare maps showing the proposed location of the road or road segment on the land of the other party and will furnish such maps to the other party along with construction specifications and a description of the proposed location. The other party will promptly issue a permanent easement in the appropriate form attached hereto marked Exhibits E and F for a road considered permanent by the initiating party, or will issue a permit in the form attached hereto marked Exhibits G and H for a road considered temporary by the initiating party. The other party may refuse to issue the easement or permit for the proposed location only if the proposed location would unreasonably conflict with existing or planned facilities or improvements, or would unduly interfere with logging of the said party's timber, or if the proposed construction specifications are not adequate to prevent undue damage to adjacent resources or values. In the case of a refusal for such reasons, the parties will endeavor to agree upon a reasonable and practicable alternative route or change in specifications.

Section 14 - No Rights of Use Without Cost Sharing

✓ Except as provided in the easement, permit, or other title document a party who has not shared in costs of constructing a road or road segment on lands of either party within the Agreement Area, in accordance with Section 4 and Section 5 herein, shall make no use of the road or road segment until it pays or makes arrangements acceptable to the other party to pay its share in accordance with Section 6. A party shall at all times have the right to acquire rights of use in a road or road segment within the Agreement Area in accordance with the principles for sharing costs stated in Section 5 and by one or more of the methods of payment prescribed in Section 6.

Section 15 - Rights of Entry Upon Land of Other Party

Either party, upon giving notice in writing to the other party, shall have the right to go and be upon the lands of the other party within the Agreement Area to the extent necessary for purposes related to or connected with this agreement.

Section 16 - Termination

✓ This agreement may be terminated by either party upon at least ninety (90) days prior written notice, except that such termination shall in no way affect any permit, right-of-way grant, or easement deed that may have been executed by either party hereto prior to such notice, or any other operations dependent upon its continuance, which are in progress at time of notice; provided, that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under this agreement until a full settlement has been made.

Section 17 - Federal Requirements

✓ No resident commissioner nor member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom unless this agreement is made with a corporation for its general benefit.

✓ Where applicable any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive Orders, and regulations except that no present or future administrative rules or regulations shall reduce the rights herein.

Section 18 - Notices and Payments

✓ Until notice is given by either party to change the address for delivery of notices and payments, all notices and payments to Cooperator shall be delivered to State of Washington, Department of Natural Resources, Box 168, Olympia, Washington 98501, and all notices to Government shall be delivered to Supervisor, Okanogan National Forest, Box 950, Okanogan, Washington 98840, and all payments to Government shall be delivered to the Collection Officer at the same address.

✓ IN WITNESS WHEREOF, the parties hereto have caused this Road Right-of-Way Construction and Use Agreement to be properly executed by their authorized representatives on the day and year first above written.

UNITED STATES OF AMERICA

By *W. H. ...*
Acting Regional Forester
Forest Service
Department of Agriculture

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Bert L. Cole
By for Bert L. Cole
Title Commissioner of Public Lands

7-13-70
ck

T. 37 N.

40'

T. 36 N.

T. 35 N.

48° 30'

T. 34 N.

R. 23 E.

50'

R. 24 E.

R. 25 E. 40'

Agreement Bdy.

2/24/71

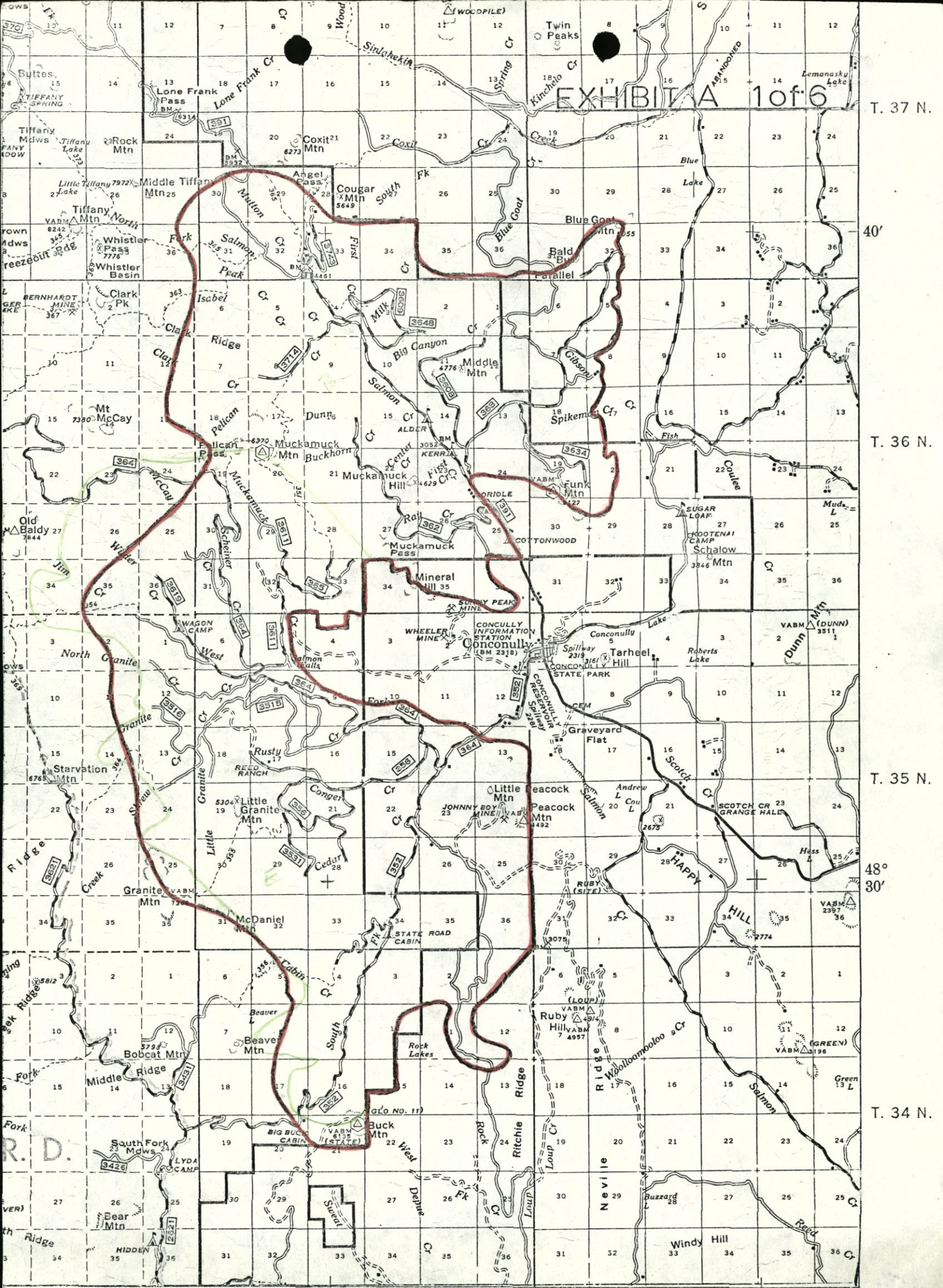
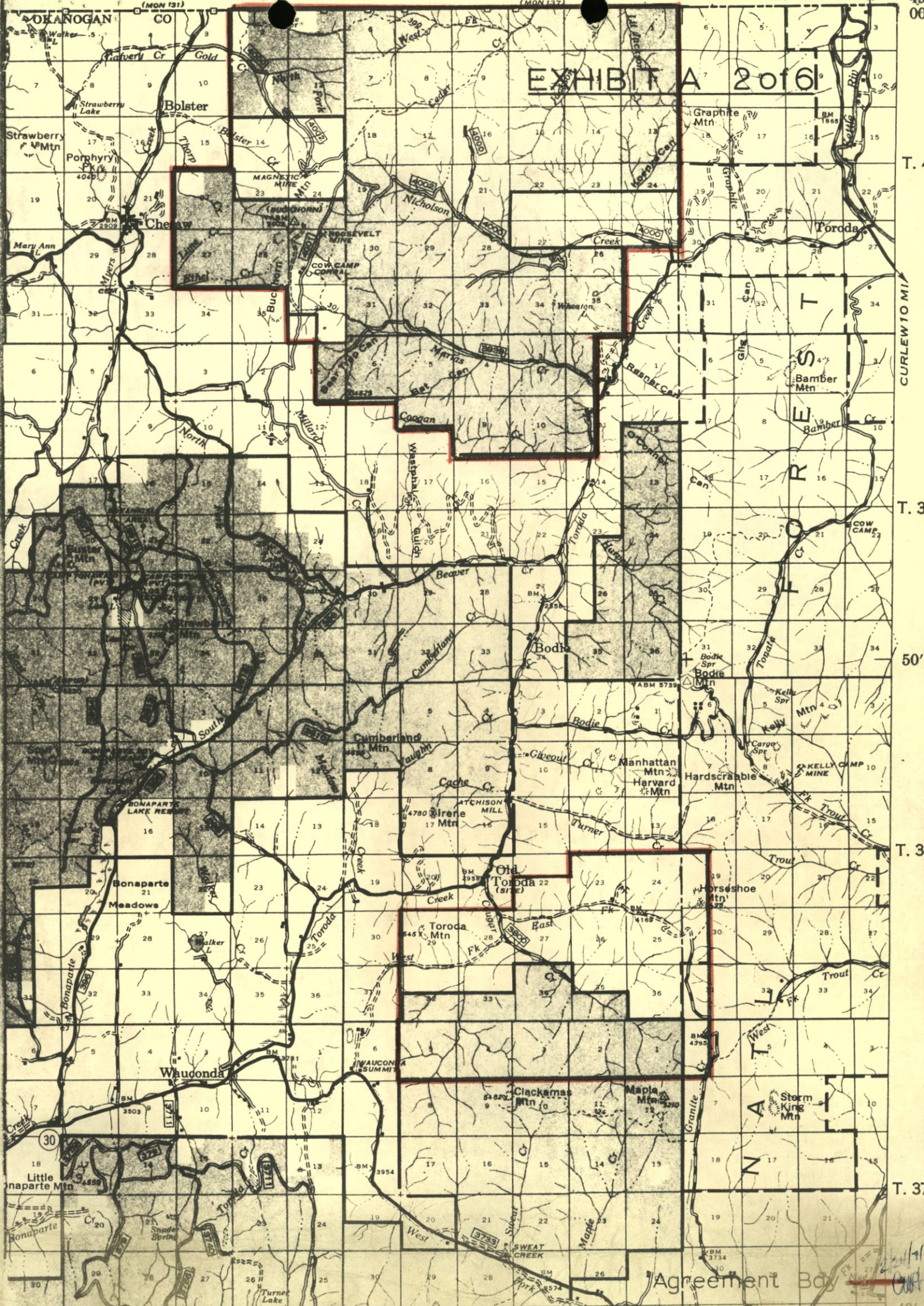


EXHIBIT A 2 of 6



T. 40

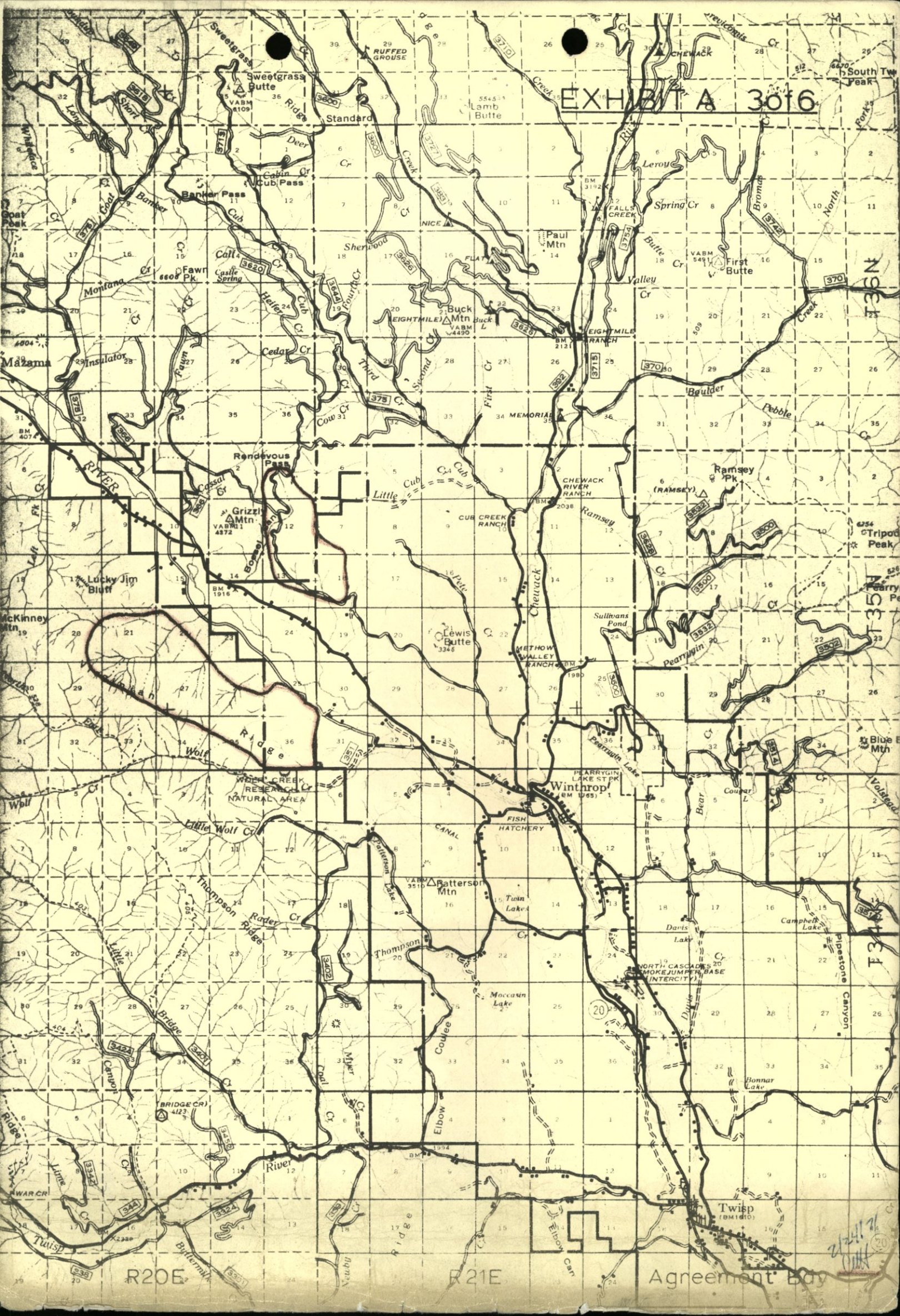
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40'

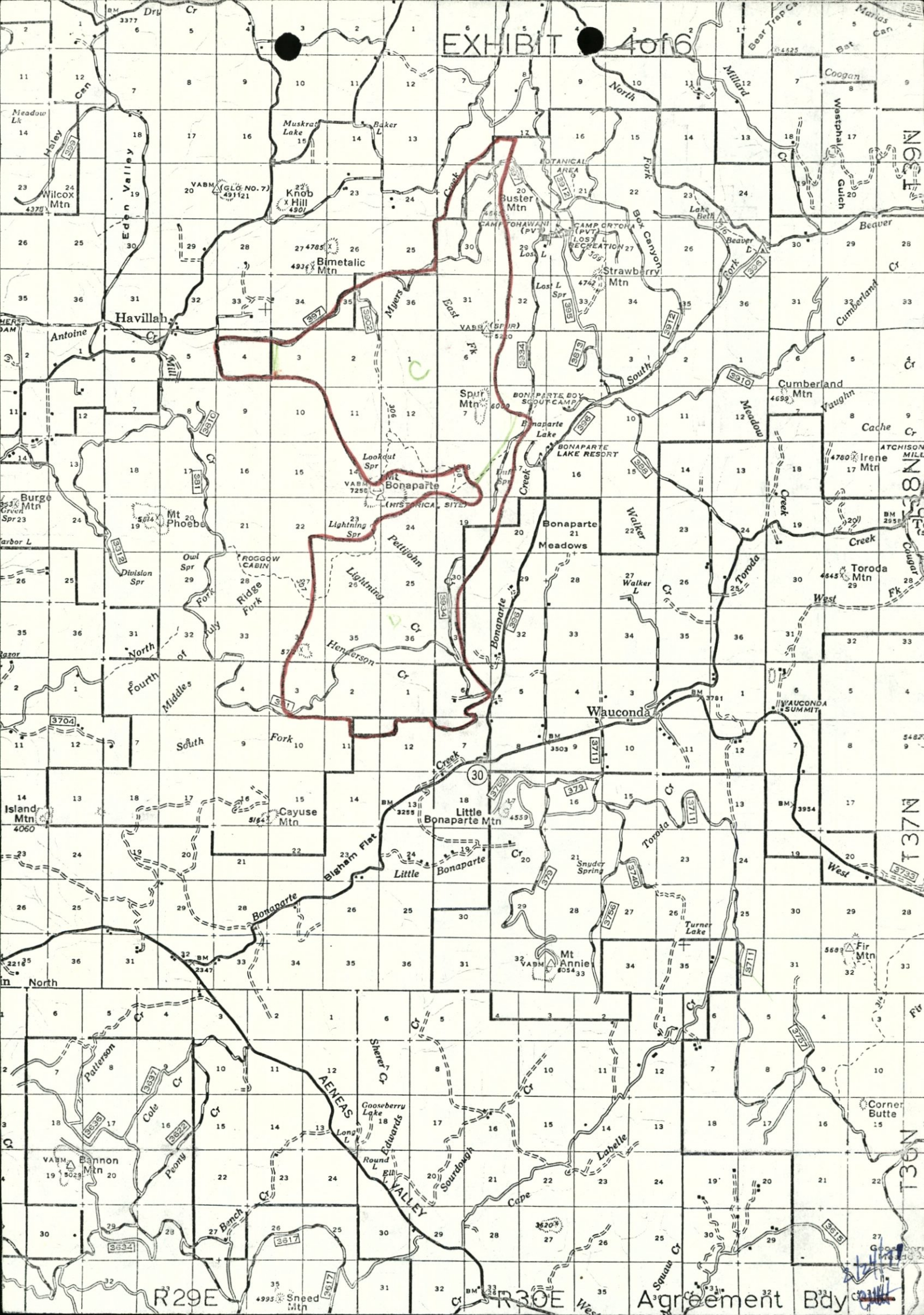
EXHIBIT A 3 of 6



R20E

R21E

Agreement Bay



Havillah

Bonaparte

Wauconda

AENEAS

Agreement Bdy

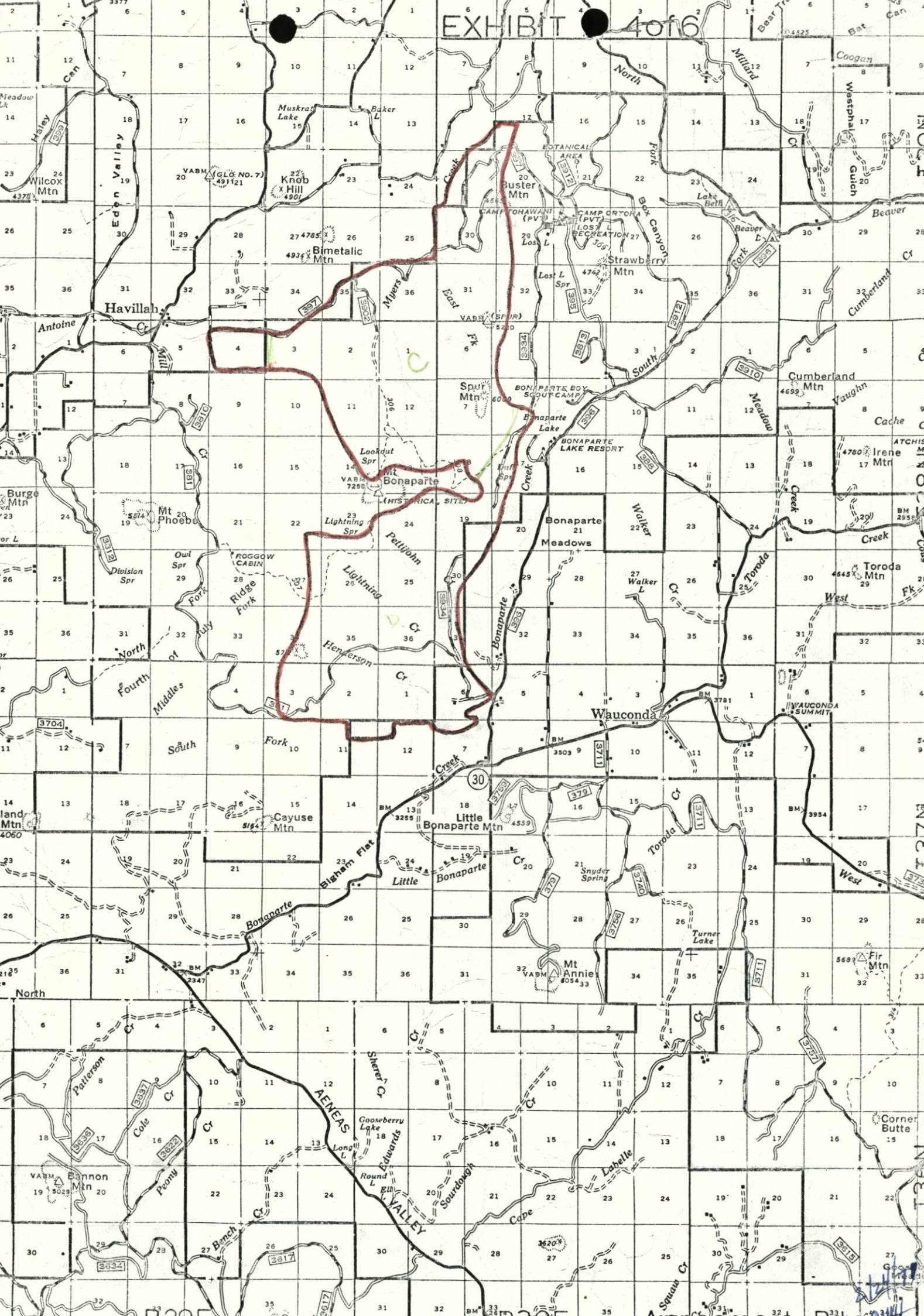
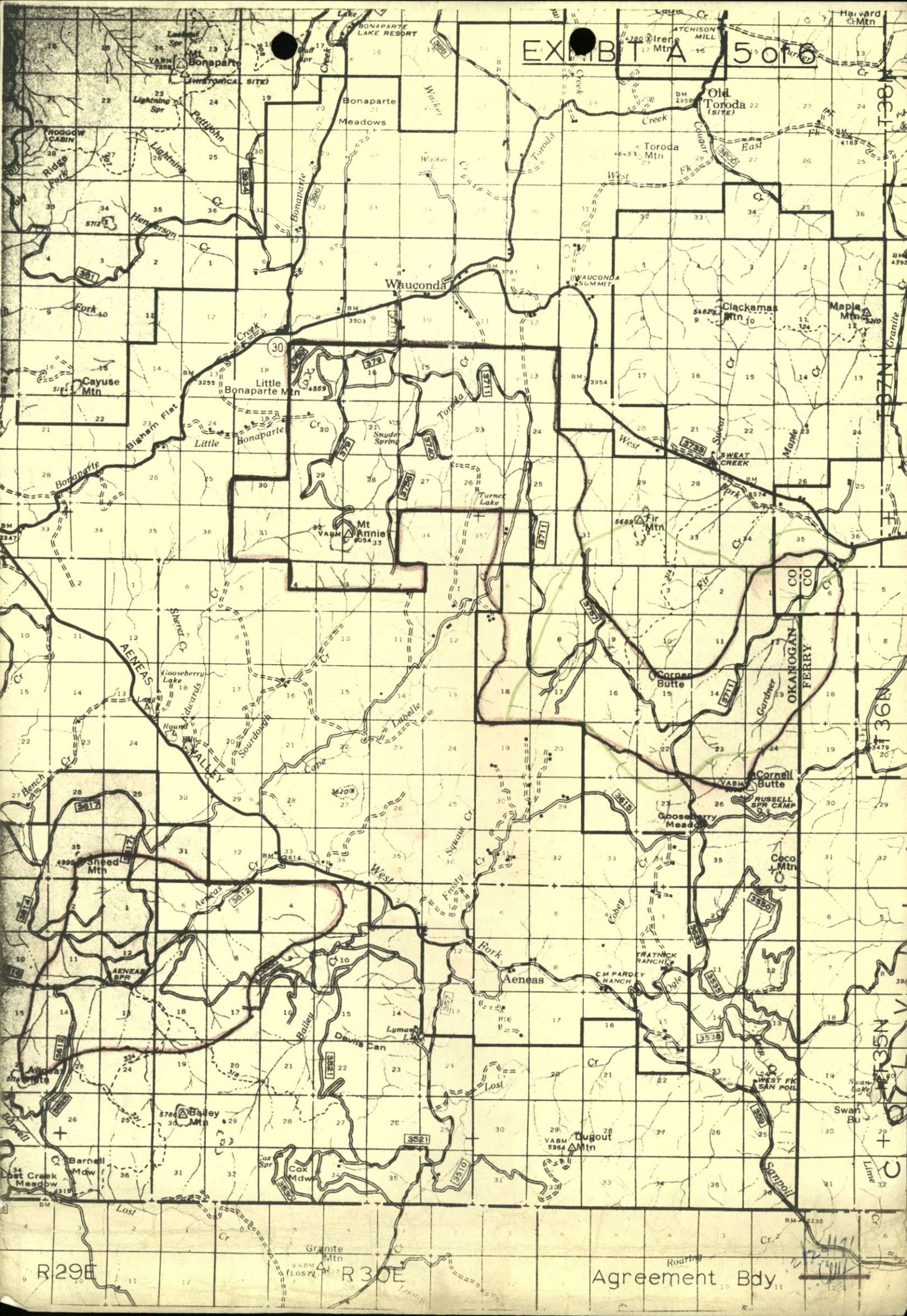


EXHIBIT A 5 of 6

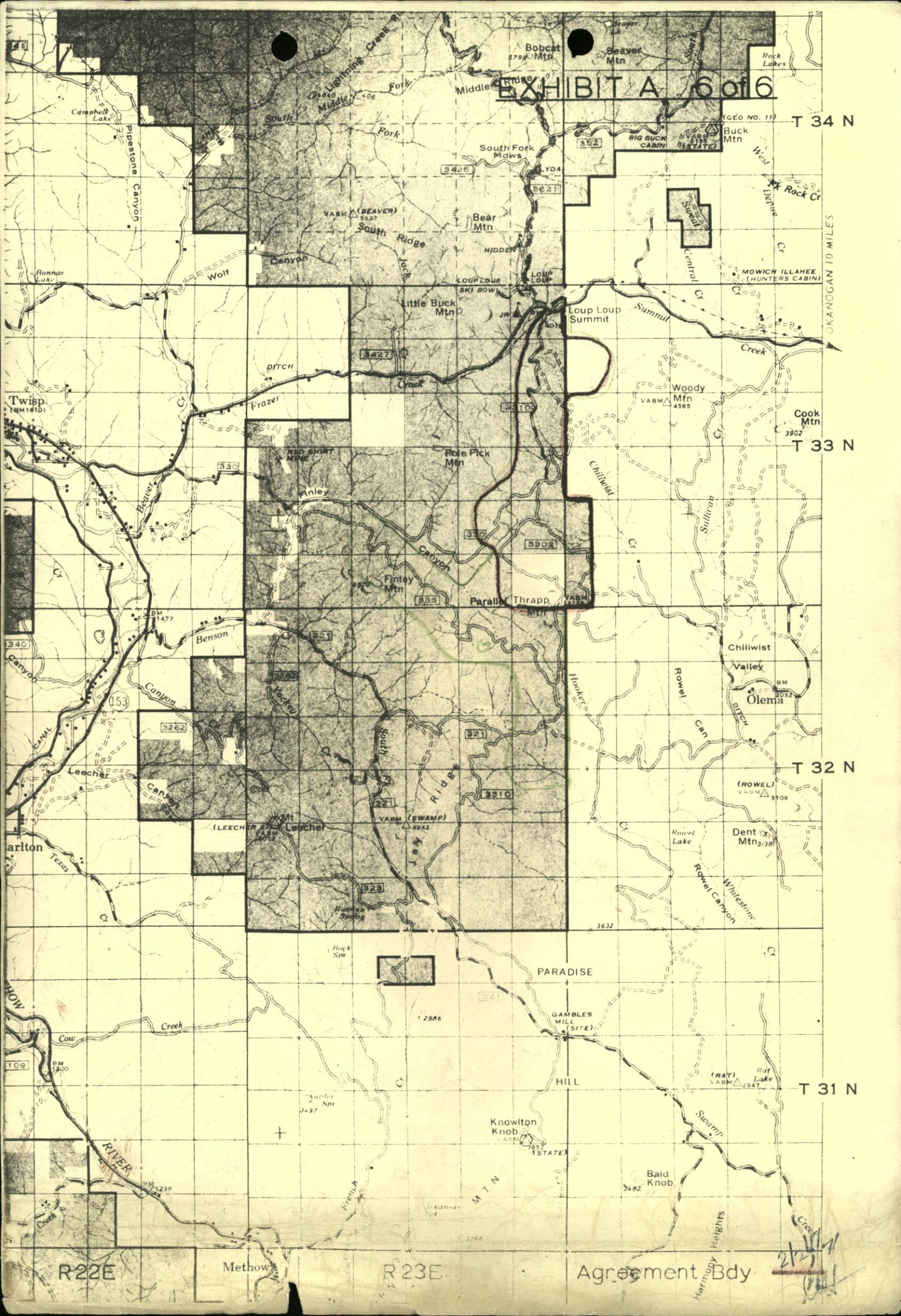


R 29E

R 30E

Agreement Bdy

EXHIBIT A 6 of 6



T 34 N

T 33 N

T 32 N

T 31 N

OKMANGAN 10 MILES

R 22 E

R 23 E

Agreement Bdy

2/27/77

Even though a collection right may be included hereinafter, lump sum payment of amounts due thereunder is preferred to payments on an "as hauled" basis.

6. Continued Effectiveness of Agreement

Except as otherwise specifically agreed herein, all terms, provisions and agreements of the aforesaid Agreement shall be and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this _____ Supplement to be properly executed by their authorized representatives on this _____ day of _____, 19 _____.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

UNITED STATES OF AMERICA

By _____
Title _____

By _____
Acting Regional Forester
Forest Service
Department of Agriculture



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

ROAD USE PERMIT

Permit No. 55-106003

THIS PERMIT, made and entered into this 25th day of September 2023, by and between Delores Jones, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of hauling timber, equipment, and other valuable materials associated with the Q Conk Timber Sale, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 24 East, W.M., in Okanogan County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

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

Consideration. The consideration paid by the Grantee to Grantor is as follows: Consideration is value of improvements made by Grantee to premises as shown in Exhibit A and as described in Improvements. Prior to payment, Grantee shall be limited to administrative use of road. No Commercial hauling will occur until consideration is paid in full.

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

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

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

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

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

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

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

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

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

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

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

Improvements. Grantee shall install at their sole expense one 14 foot wide by 52-inch-tall green metal tube gate located approximately as shown in Exhibit A. Unless the parties agree in writing to share the cost of additional improvements in advance of such improvements being made, such

improvements shall be solely for the account of the improver.

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

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

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

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

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

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all

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

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

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

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

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

To Grantor:
DOLORES JONES
327 Fish Lake Road
Tonasket, WA 98855

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

Severability. If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions

of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

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

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

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

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

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

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

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

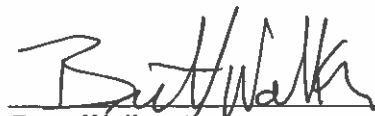
DOLORES JONES

Dated: 9-19-2023, 2023.


Dolores Jones
327 Fish Lake Road
Tonasket, WA 98855

DEPARTMENT OF NATURAL RESOURCES

Dated: 9-25, 2023.

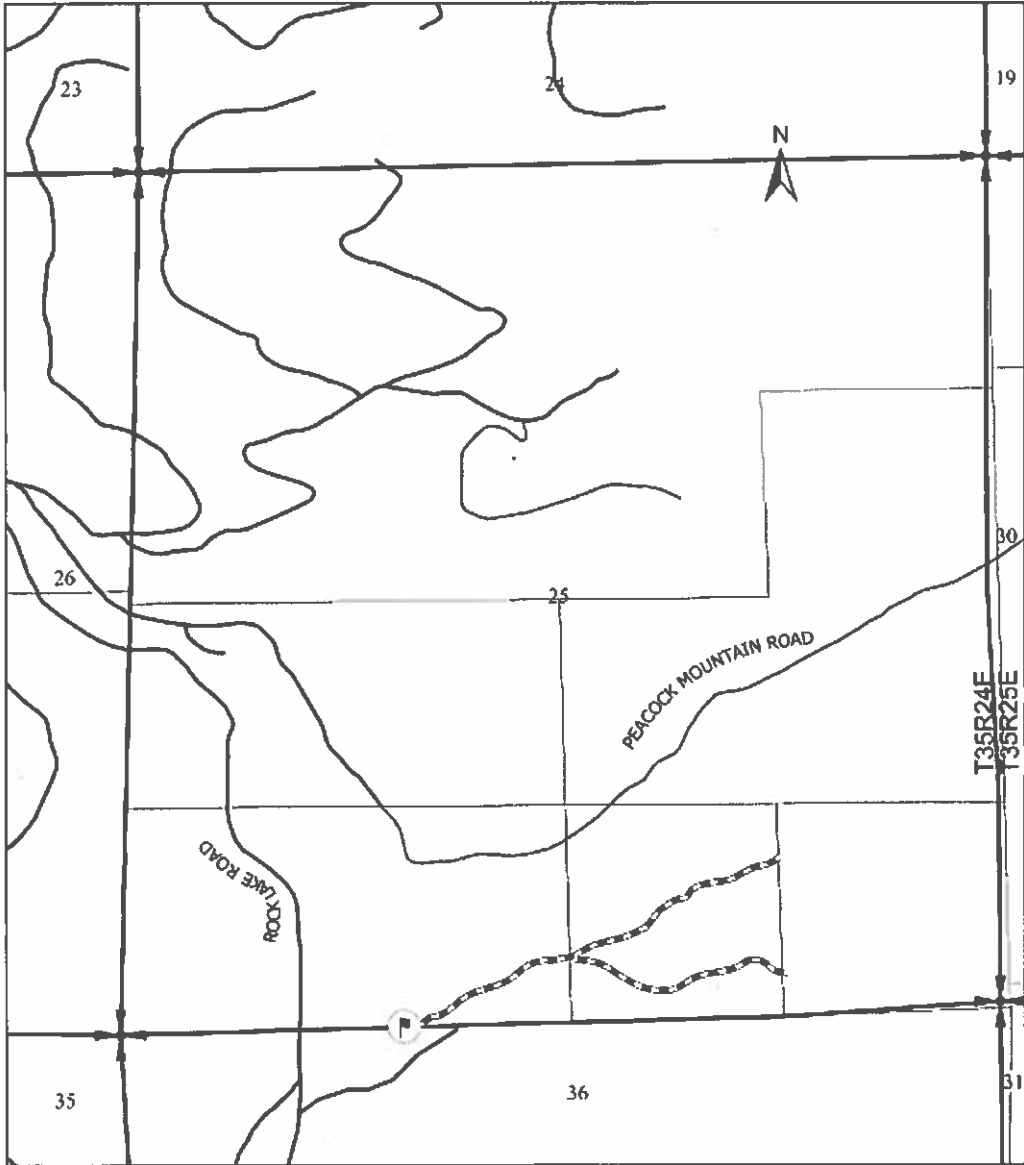

Brett Walker
NE Region ARM State Lands
225 S. Silke Road, Colville, WA 99114
(509) 684-7474



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

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

Exhibit A Permit Premises



MAP CREATED 9/5/2023



<p> GATE</p> <p> Section_Corners</p> <p> PREMISES_AREA</p> <p>30' width Running 3,924'</p>	<p>State Lands - Roads by Activity Status</p> <p>Road Status</p> <p>— 1: Active</p>	<p>— 9: Unknown</p> <p> Survey - Township Lines</p> <p> Survey - Section Lines</p> <p> County Tax Parcels with Ownership</p>
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WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

ROAD USE PERMIT

Permit No. 55-106024

THIS PERMIT, made and entered into this 23rd day of September 2023, by and between Steve Dykes, herein called the "Grantor," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose hauling timber, equipment, and other valuable materials, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the Southeast Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 24 East, W.M., in Okanogan County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

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

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

Consideration. The consideration is as follows: \$ 1,500. The consideration is not due until thirty days after the Grantee enters into a timber sale contract for the Q Conk Timber Sale. Prior to payment, Grantee shall be limited to administrative use of the road. No commercial hauling will occur until the consideration is paid in full. In the event that the Grantee is granted a perpetual easement over this road within two (2) years of the termination date of this permit, the Grantee shall be entitled to a credit in the amount of one thousand five hundred and no/100 Dollars (\$1500.00), which shall be applied to the consideration to be paid for the easement.

Termination. This permit shall terminate October 31, 2026, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

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

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

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

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

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

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

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

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

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

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

shared jointly if there is joint use of the road.

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

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

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

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

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

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

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval

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

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

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

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

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

To Grantor:
STEVE DYKES
219 Elm Street
Omak, WA 98841

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

effectuate the provisions and purposes of this Permit.

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

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

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

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

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

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

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

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

STEVE DYKES

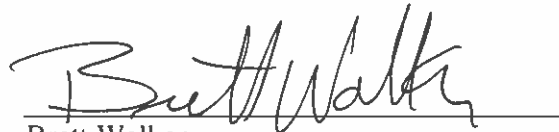
Dated: SEPTEMBER 12, 2023



Steve Dykes
219 Elm Street S.
Omak, WA 98841

DEPARTMENT OF NATURAL RESOURCES

Dated: 9-25, 2023



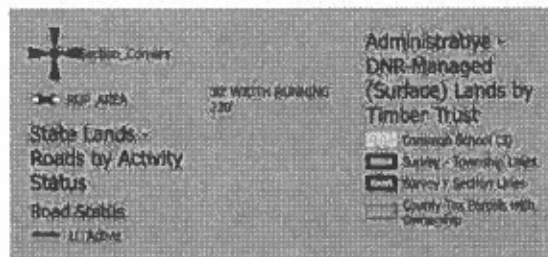
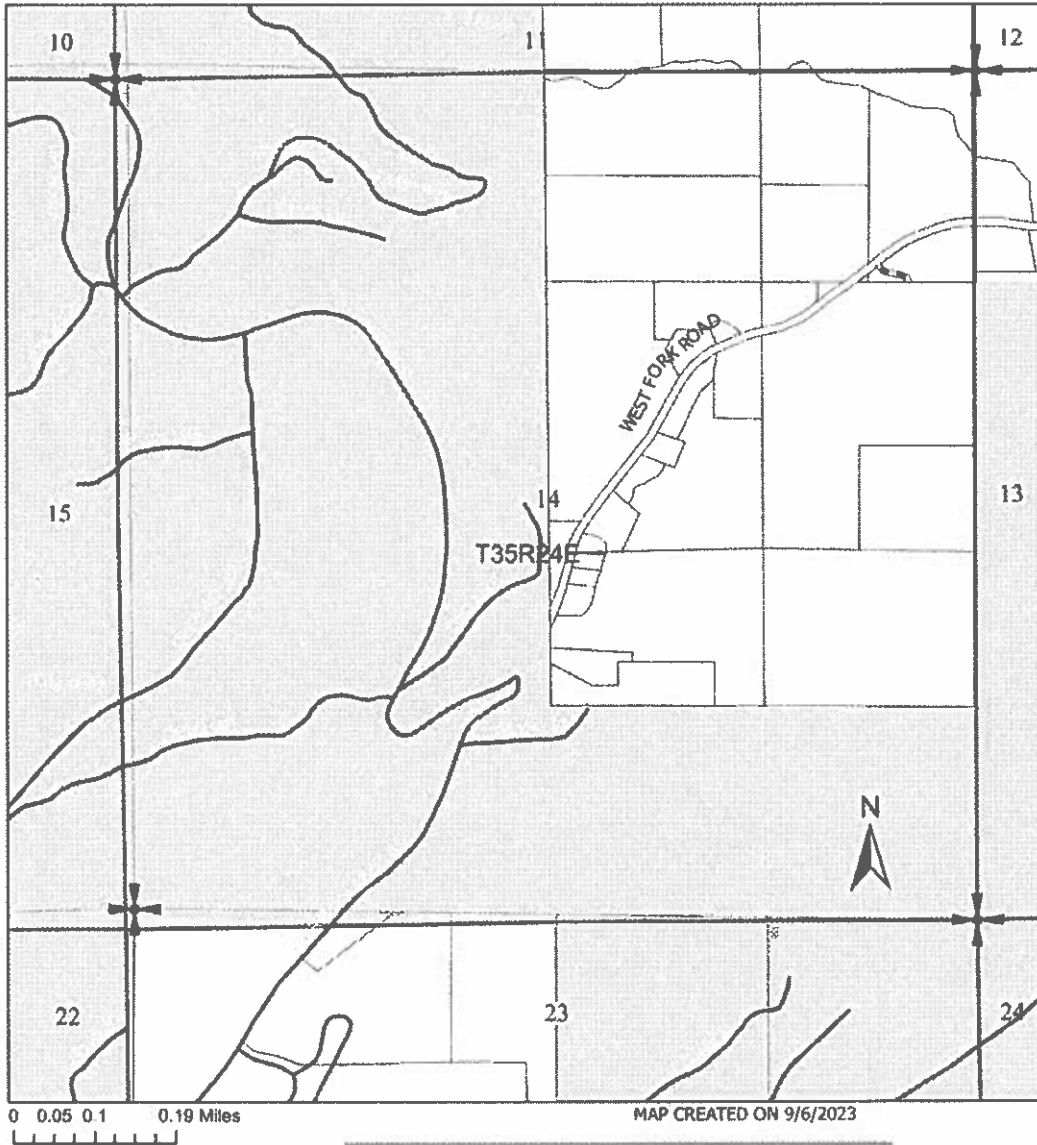
Brett Walker
Assistant Region Manager, State Uplands
225 S Silke Road, Colville, WA 99114
(509) 684-7474



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

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

Exhibit A Permit Premises





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

ROAD USE PERMIT

Permit No. 55-106148

THIS PERMIT, made and entered into this 10/27/2021 day of _____, 2023, by and between, DEAN CARNEY herein called the "Grantor," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of activities associated with forest management, a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter, all in Section 14, Township 35 North, Range 24 East, W.M., in Okanogan County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

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

Consideration. The consideration paid by the Grantee to Grantor is as follows: The recognized value and mutual benefit of road improvements.

Termination. This permit shall terminate 10/01/2026, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

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

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

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

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

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

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

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

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

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

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

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

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are

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

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

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

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

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

temporarily remove or destroy a survey monument.

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

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

To Grantor:
Dean Carney
PO Box 234
Conconully, WA 98819

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

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

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

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

DEAN CARNEY

Dated: 10/27/2023, 20 .

DocuSigned by:
Dean Carney
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Signature, Dean Carney
PO Box 234
Conconully, WA 98819

DEPARTMENT OF NATURAL RESOURCES

Dated: 10/27/2023, 20 .

DocuSigned by:
Brett Walker

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Signature, Brett Walker
NE Region ADM State Lands
225 S Silke Road, Colville, WA 99114
(509) 684-7474



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

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

Exhibit A Permit Premises

