



TIMBER NOTICE OF SALE

SALE NAME: Q WANLESS CREEK

AGREEMENT NO: 30-106239

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

COUNTY: Pend Oreille

SALE LOCATION: Sale located approximately 2 miles east and 15 miles northeast of Usk, WA.

PRODUCTS SOLD AND SALE AREA:

All conifer species except for leave trees banded with blue paint, leave trees bounded by yellow leave tree area tags and two standing snags per acre in Units 1, 2, 3, 4 and 5 bounded by white timber sale boundary tags; and all right of way timber bounded by orange right of way boundary tags or banded by orange paint.

All forest products above located on part(s) of Sections 28 all in Township 33 North, Range 44 East, Sections 20 and 30 all in Township 35 North, Range 45 East, Sections 24 all in Township 35 North, Range 44 East, W.M., containing 289 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Table with columns: Species, Avg DBH, Ring Count, Total MBF, and MBF by Grade (P, SM, 1S, 2S, 3S, 4S, 5S, 6S, UT). Rows include Douglas fir, Larch, Lodgepole, Grand fir, Redcedar, Ponderosa pine, Hemlock, Alpine fir, White pine, Spruce, and Sale Total.

MINIMUM BID: \$1,505,000.00

BID METHOD: Sealed Bids

PERFORMANCE SECURITY:

\$100,000.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 1, 2026

ALLOCATION: Export Restricted

BID DEPOSIT: \$150,500.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

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

ROADS: 51.75 stations of required construction. 1063.41 stations of required prehaul maintenance. 204.97 stations of optional prehaul maintenance. Road construction will



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not be permitted from November 15 to June 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 February 1 to June 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 and western redcedar: 8.0 - 17.5 inches dbh has a minimum top of 4.6 inch dib. All other species: 7.0 - 17.5 inches dbh has minimum top of 4.6 inch dib. All species 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.

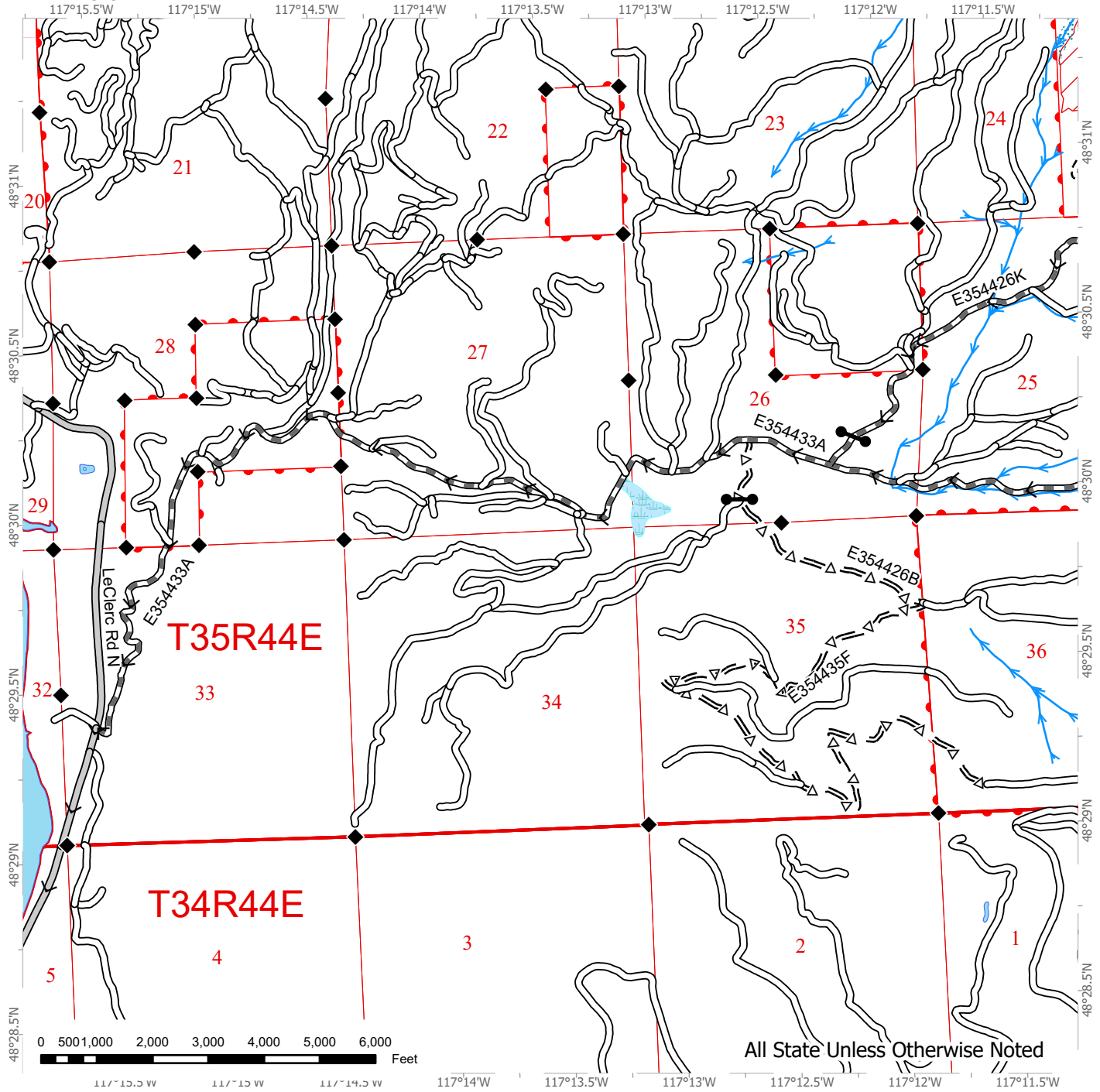
FEES: \$98,277.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: Locked gate restricts access to Unit 1. Contact the Northeast Region Office at (509) 684-7474 for access. There is approximately 30 acres of required cable harvest located in portions of Units 3 and 4.

TIMBER SALE MAP

SALE NAME: Q WANLESS CREEK
AGREEMENT #: 30-106239
TOWNSHIP(S): T33R44E, T35R44E, T35R45E
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2170-5440



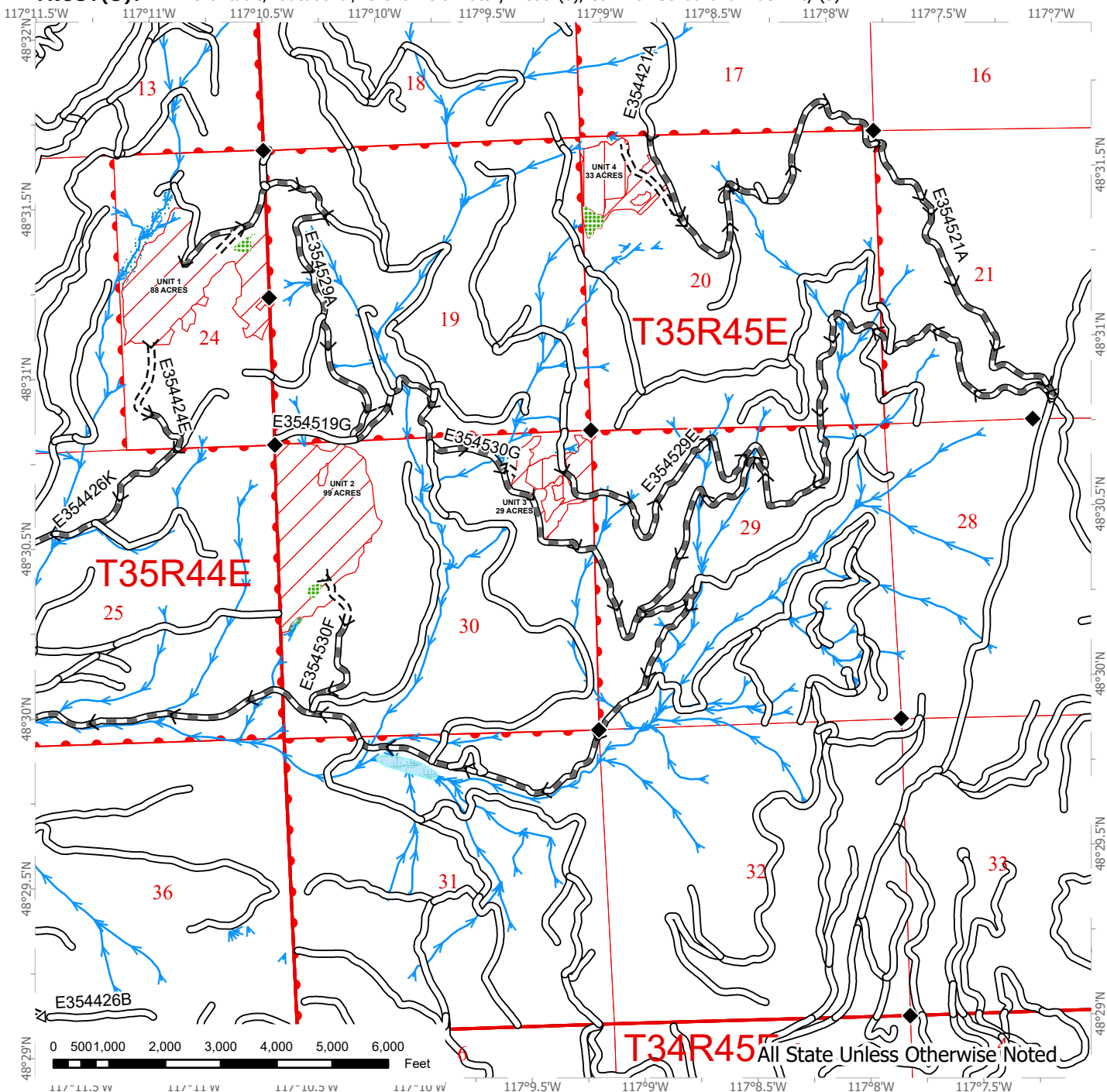
Survey - Section Lines	Riparian Mgt Zone	streams
DNR Managed Lands	Existing Roads	Survey Monument
Ground	Required Construction	Gate
Sale Boundary Tags	Required Pre-Haul Maintenance	Haul Route
	Optional Pre-Haul Maintenance	
	County Road	



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T34R45E All State Unless Otherwise Noted

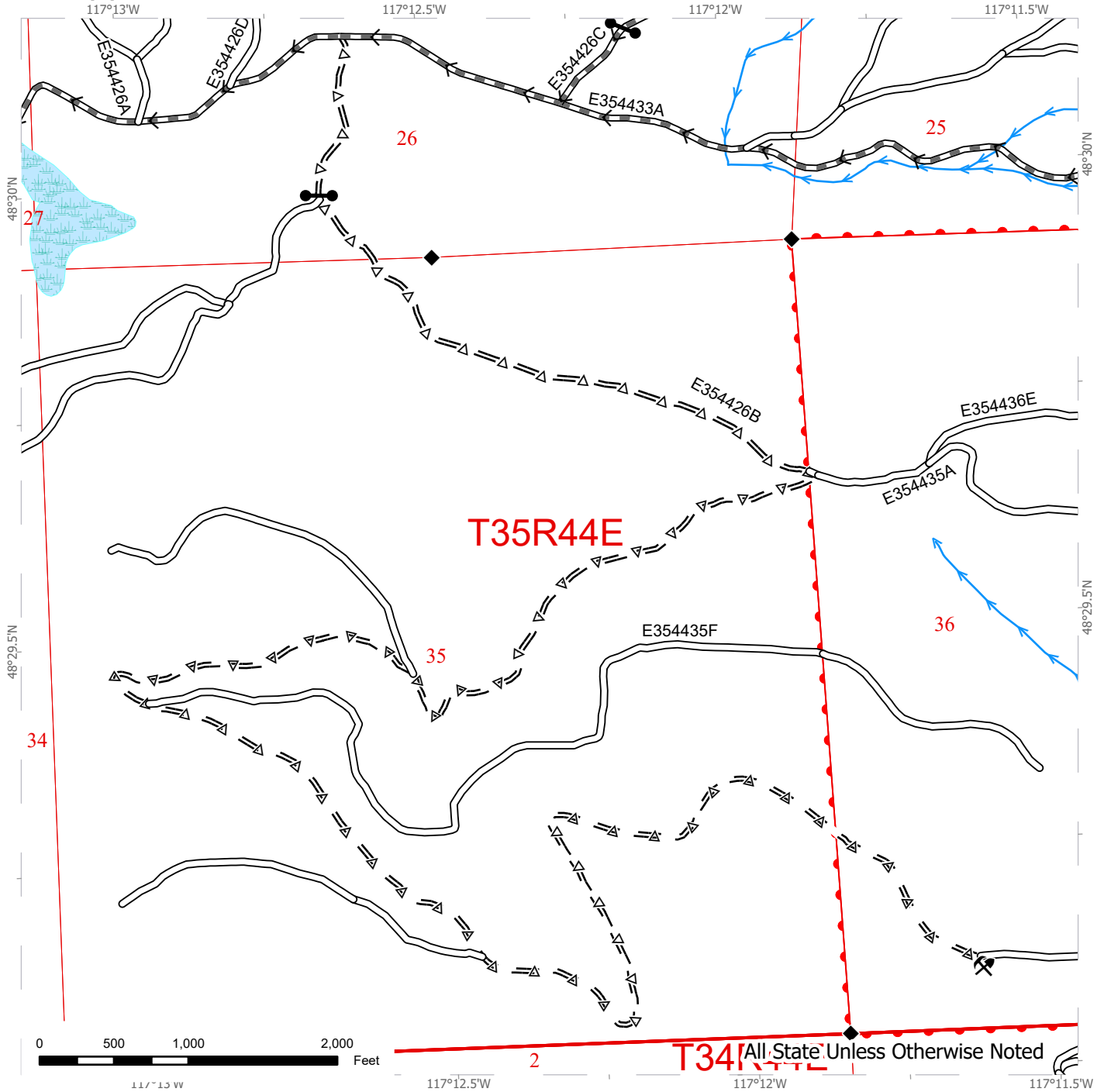
Survey - Section Lines	Leave Tree Area	streams
DNR Managed Lands	Forested Wetland	Survey Monument
Cable	Riparian Mgt Zone	Haul Route
Ground	Existing Roads	
Sale Boundary Tags	Required Construction	
Leave Tree Tags	Required Pre-Haul Maintenance	
Take / Removal Trees	Optional Pre-Haul Maintenance	
	Equipment Limitation Zone	



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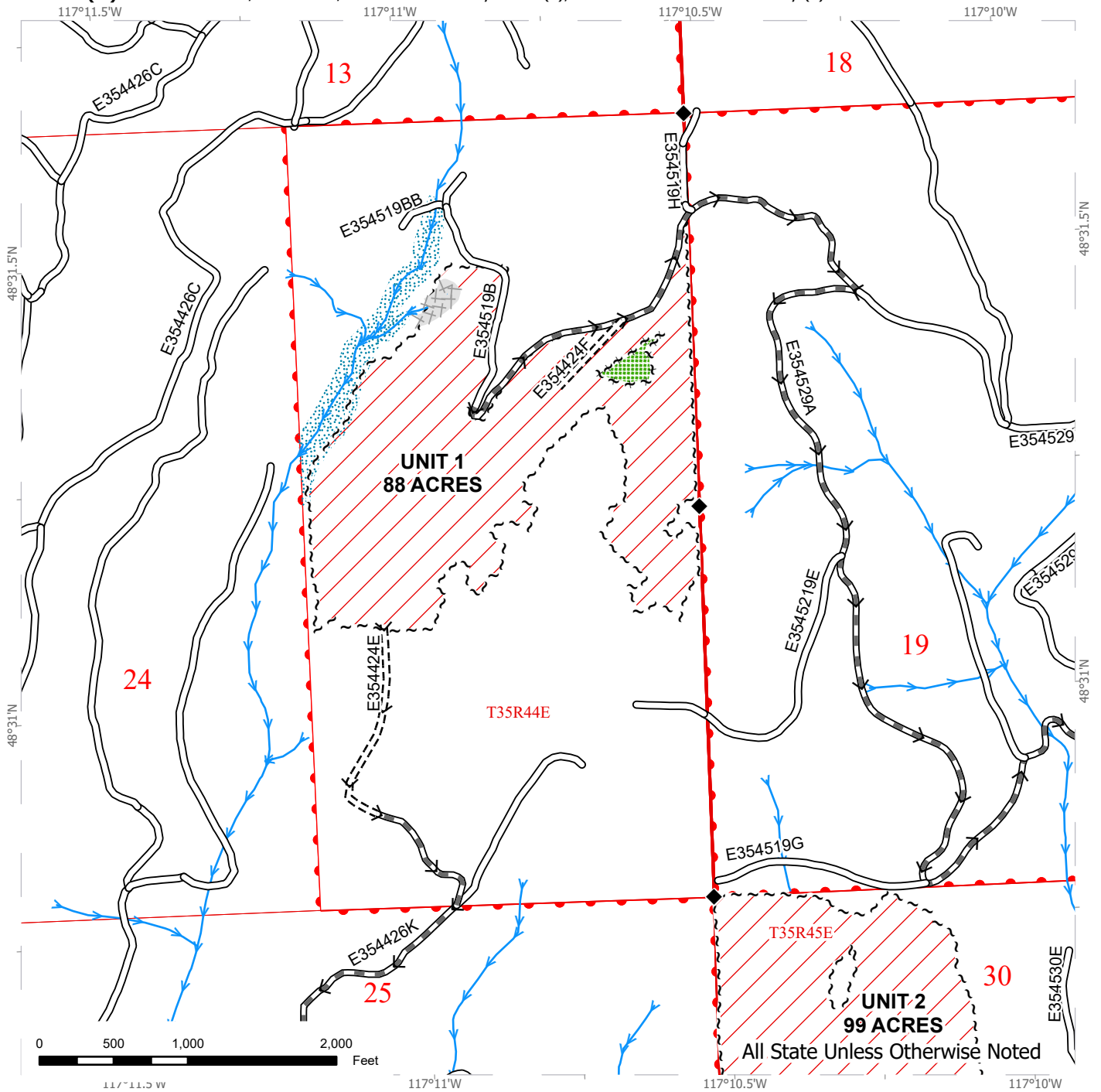


Survey - Section Lines	Existing Roads	streams
DNR Managed Lands	Required Pre-Haul Maintenance	Survey Monument
	Optional Pre-Haul Maintenance	Gate
		Haul Route

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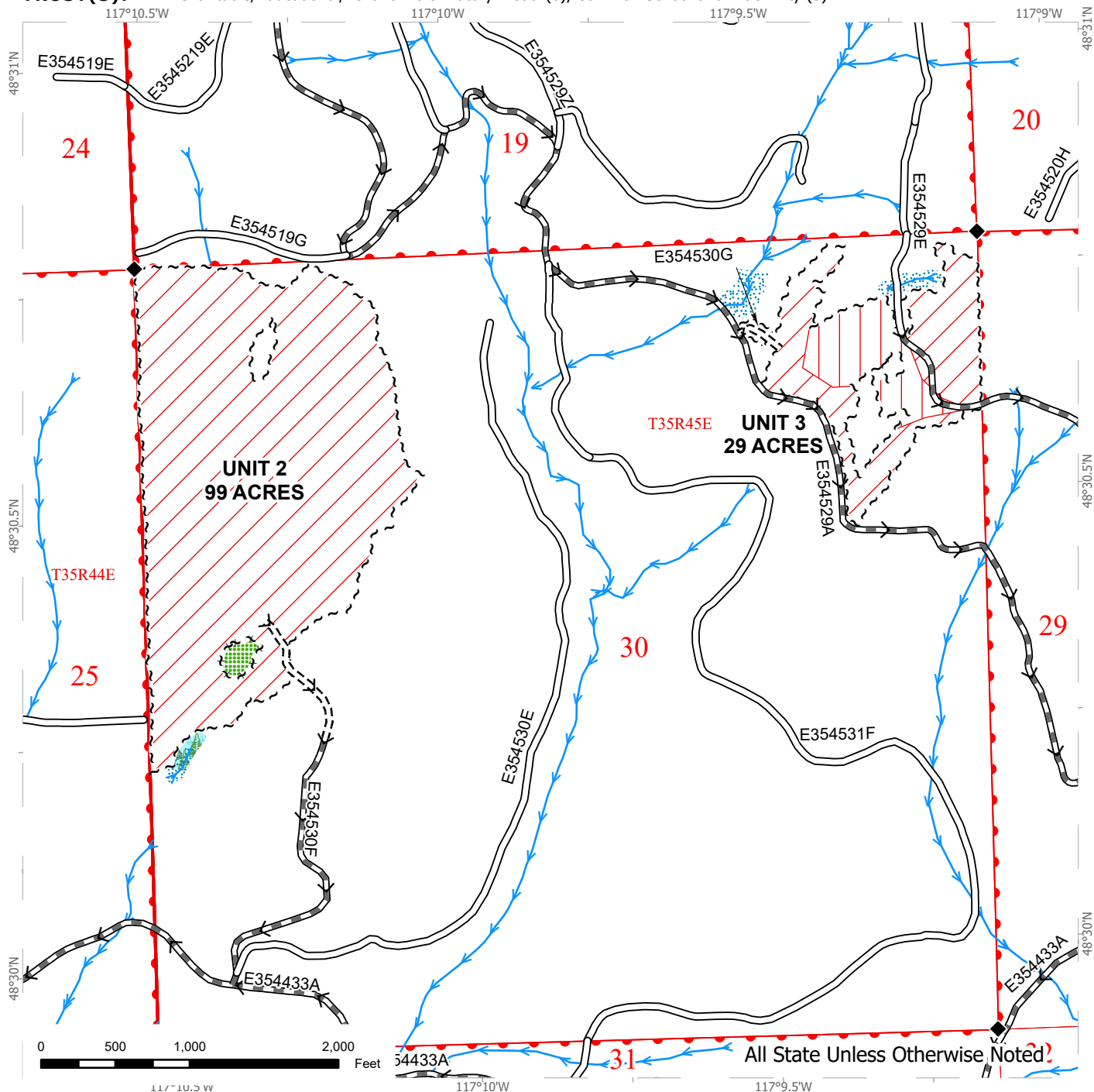
Survey - Section Lines	Leave Tree Area	streams
DNR Managed Lands	Riparian Mgt Zone	Survey Monument
Ground	Existing Roads	Haul Route
Sale Boundary Tags	Required Construction	
Leave Tree Tags	Required Pre-Haul Maintenance	
	Equipment Limitation Zone	



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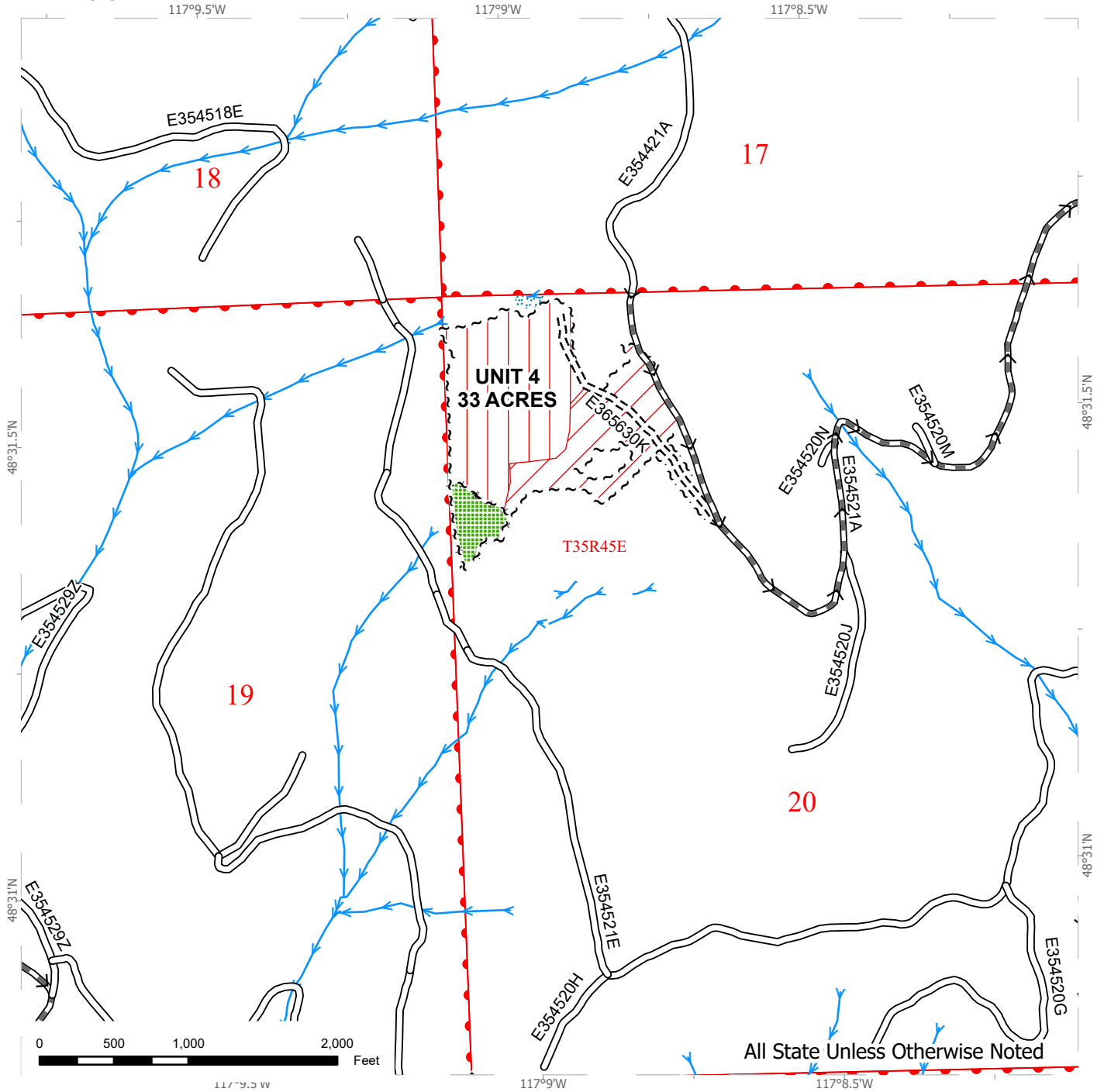
Survey - Section Lines	Leave Tree Area	streams
DNR Managed Lands	Forested Wetland	Survey Monument
Cable	Riparian Mgt Zone	Haul Route
Ground	Existing Roads	
Sale Boundary Tags	Required Construction	
Leave Tree Tags	Required Pre-Haul Maintenance	
Right of Way Tags = 2 acres		



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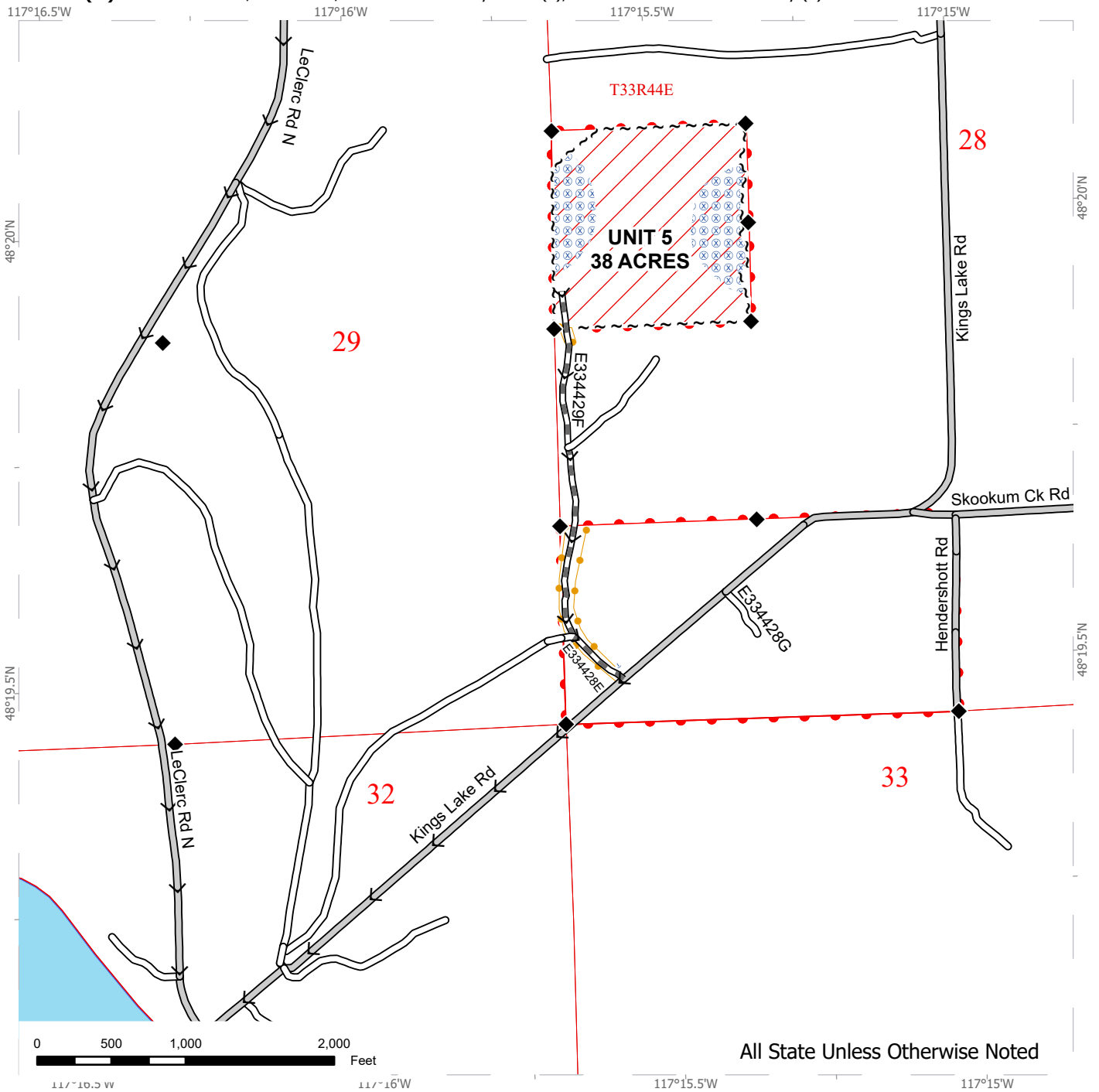
Survey - Section Lines	Leave Tree Area	streams
DNR Managed Lands	Riparian Mgt Zone	Survey Monument
Cable	Existing Roads	Haul Route
Ground	Required Construction	
Sale Boundary Tags	Required Pre-Haul Maintenance	
Leave Tree Tags		
Right of Way Tags = 2 acres		



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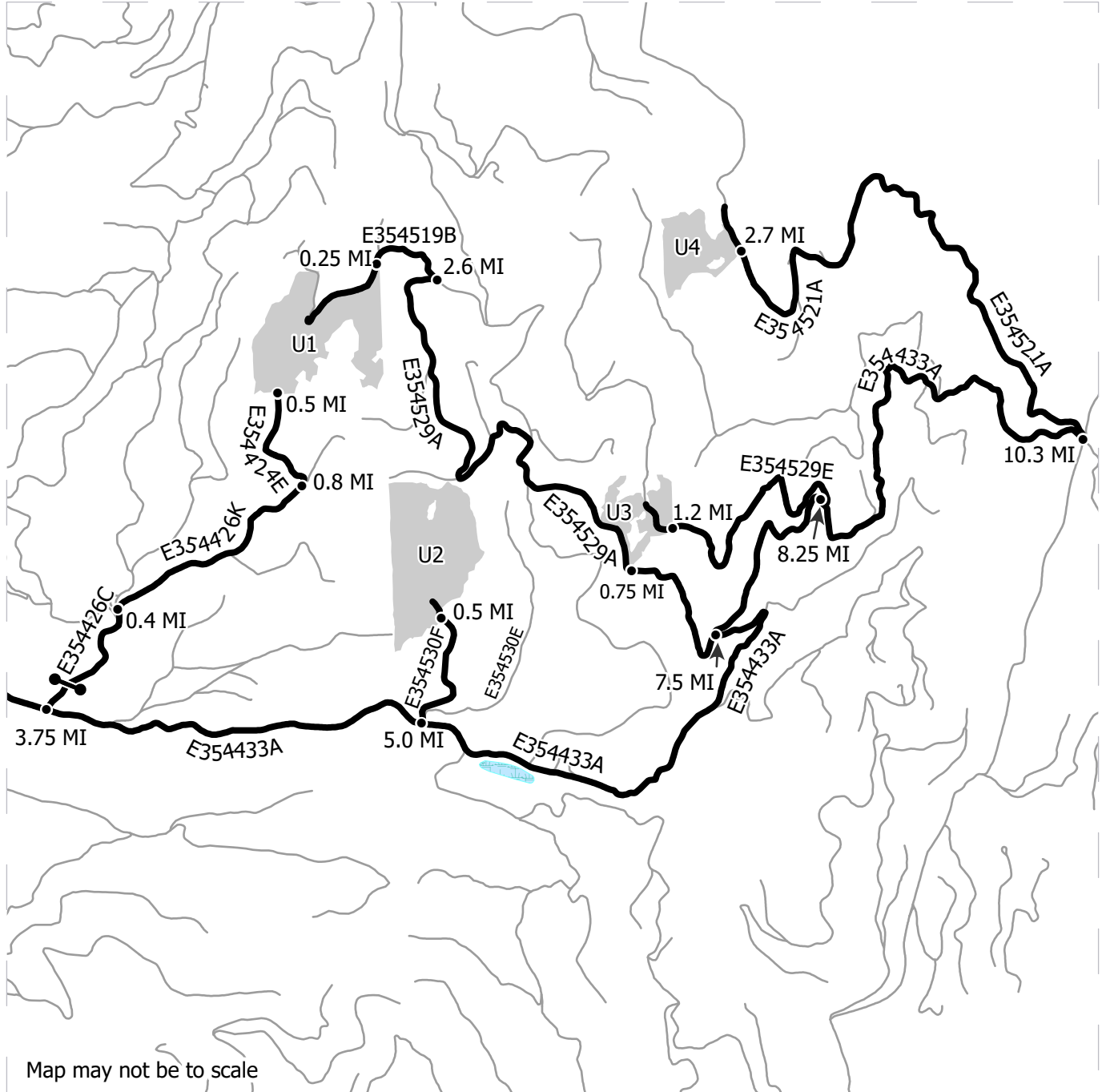
All State Unless Otherwise Noted

Survey - Section Lines	Hazard Abatement Area	Survey Monument
DNR Managed Lands	Existing Roads	Haul Route
Ground	Required Pre-Haul Maintenance	
Sale Boundary Tags	County Road	
Take / Removal Trees		

DRIVING MAP

SALE NAME: Q WANLESS CREEK
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Map may not be to scale

	Harvest Unit
	Haul Route
	Other Route
	Distance Indicator
	Gate

DRIVING DIRECTIONS:

From Usk- Units 1 – 4: From Highway 20, travel northeast on Kings Lake Rd/5th St for 0.9 miles. After the bridge, turn left onto LeClerc Rd N. Stay on LeClerc Rd N for 13.3 miles. Turn right onto Mill Creek/E354433A.

Unit 1: To reach the north part of Unit 1, from LeClerc Rd N, travel on Mill Creek/E354433A for 7.5 miles. Turn left onto the E354529A road. Continue for about 2.6 miles. Take a sharp left onto the E354519B road. The unit will be on your left in a quarter mile.
 To reach the south part of Unit 1, from LeClerc Rd N, travel on Mill Creek/E354433A for 3.75 miles. Turn left onto the E354426C road and go through the gate. Travel for about 0.4 miles and turn right onto the E354426K road. Travel for about 0.8 miles and turn left onto the E354424E Rd. Stay on this road for 0.5 miles to reach the unit.

Unit 2: From LeClerc Rd N, travel on Mill Creek/E354433A for about 5 miles. Turn left onto the E354530E road and then immediately stay left at the fork onto the E354530F road. Stay on this road for about 0.5 miles until you reach the lower part of the unit.

Unit 3: From LeClerc Rd N, travel on Mill Creek/E354433A for 7.5 miles. Turn left onto the E354529A road. Continue for about 0.75 miles. The unit is to the right.
 To reach the upper part of the unit, travel on Mill Creek/E354433A for 8.25 miles. Turn left onto the E354529E road. Travel for about 1.2 miles. The unit is above and below the road.

Unit 4: From LeClerc Rd N, travel on Mill Creek/E354433A for 10.3 miles. Turn left onto the E354521A. Travel for 2.7 miles. The unit is to your left.

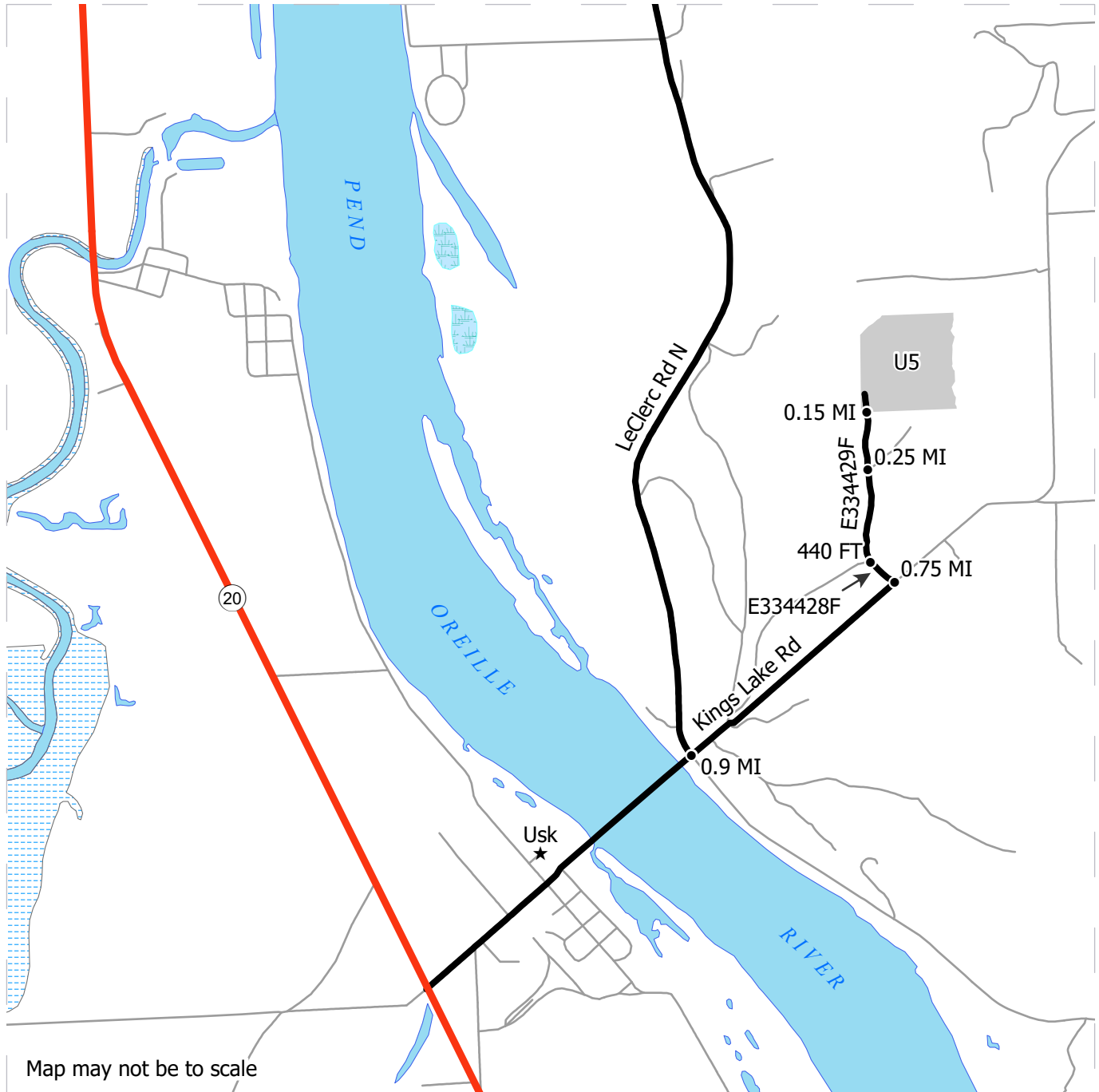
Unit 5: From Usk, cross the bridge going northeast. Continue on Kings Lake Rd for 0.75 miles. There is a left onto E334428F. Follow this road for 440 ft, and stay slightly right at the fork, onto E334429F. Continue for .25 miles and stay left at the fork. Follow this road for another .15 miles to reach the unit.



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	Harvest Unit
	Highway
	Haul Route
	Other Route
	Distance Indicator
	Town

DRIVING DIRECTIONS:

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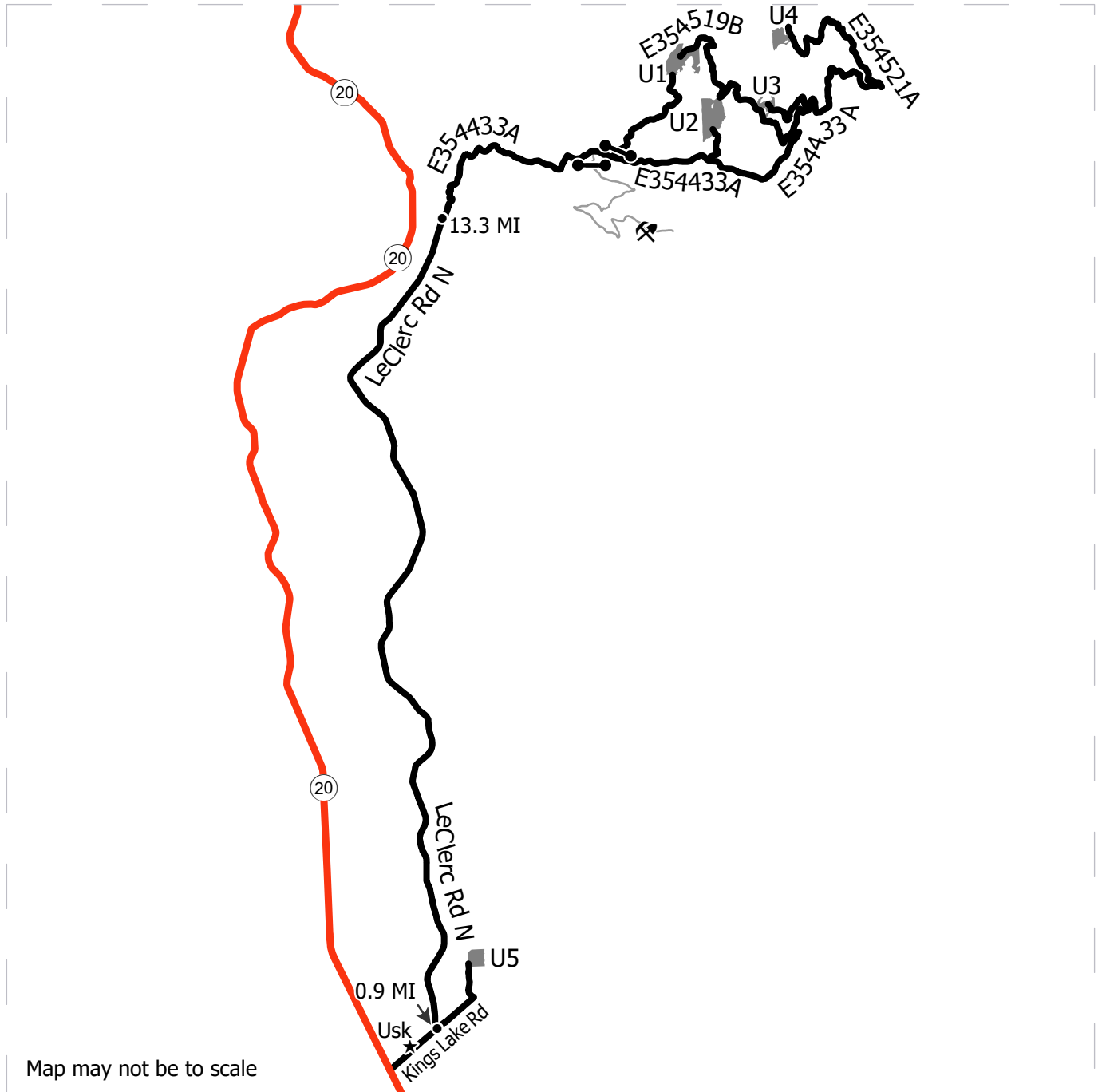
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OVERVIEW MAP

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Map may not be to scale

- Sale Units
- Haul Route
- Other Route
- Highway
- Distance Indicator
- Gate
- Town
- Rock Pit

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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. 30-0106239

SALE NAME: Q WANLESS CREEK

**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, leave trees bounded by yellow leave tree area tags and two standing snags per acre in Units 1, 2, 3, 4 and 5 bounded by white timber sale boundary tags; and all right of way timber bounded by orange right of way boundary tags or banded by orange paint.

All forest products described above located on approximately 289 acres on part(s) of Section 28 in Township 33 North, Range 44 East, Sections 20, and 30 all in Township 35 North, Range 45 East, Section 24 in Township 35 North, Range 44 East W.M. in Pend Oreille 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 1, 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 \$432.00 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; E354433A, E354426C, E354426K, E354424E, E354530F, E354529A, E354530G, E354519B, E354424F, E354529E, E354521A, E354520K, E334428E, E334429F and E354426B. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-320 Erosion Control

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

18% Durar Hard Fescue, 18% White Dutch Clover or Aslike Clover, 9% Birdsfoot Trefoil, 37% Mountain Brome, 18% Upland Draylar Bluegrass

Seed shall be certified weed free, premixed and delivered to Deer Park 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 E354433A, E354426C, E354426K, E354424E, E354530F, E354529A, E354530G, E354519B, E354424F, E354529E, E354521A, E354520K, E334428E, E334429F and E354426B roads, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

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

Easement 2357 with Riley Creek Lumber Co. dated June 20, 2003

Easement 2413 with USFS dated July 12, 1991

Easement 2519 with Crown Pacific Inland dated February 15, 1994

Easement 82273 with USFS dated January 27, 1993

Easement 82275 with Burlington Northern Railroad Co. dated March 5, 1982

Easement 88271 with Brinkmeyer dated May 11, 2012

Easement 88274 with Burlington Northern Railroad Inc. dated April 17, 1979

Easement 95823 with USFS dated August 28, 1979

Easement 102306 with Stimson Washington Inc. dated June 30, 2021

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 \$150,306.00. The total contract price consists of a \$0.00 contract bid price plus \$150,306.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

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

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall

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

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-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

Felling and Yarding will not be permitted from February 1 to June 1 unless authorized in writing by the Contract Administrator.

H-011 Certification of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.
Excessive damage for reserve trees is defined in clause H-013.

Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012,
Purchaser shall be subject to liquidated damages (clause D-040)
When reserve tree damage exceeds the limits set forth in clause H-013,
Purchaser shall be subject to liquidated damages (clause D-041).

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-016 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. A skid trail will not exceed 16 feet in width, including rub trees.
- b. Skid trails shall not cover more than 20 percent of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and 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. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.
- h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.
- j. Skid trails shall avoid draws, and when parallel to draws, shall not be located within 30 feet of draws.
- k. Skid trails shall not be located within 30 feet of Riparian Management Zones.
- l. Skid trails construction on slopes over 40% shall have side-cast re-claimed to re-contour the footprint of the trail, after useage.
- m. If Purchaser plans to construct skid trails outside of the harvest units, they will be subject to approval by the Contract Administrator. Purchaser shall notify the Contract Administrator 30 days prior to planned construction.

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-080 Snags Not to be Felled

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

H-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 hand falling and cable equipment in the designated cable areas in Units 3 and 4. Non-cable areas forest products shall be harvested and removed using D6 equivalent or smaller ground skidding equipment and ground based harvesting equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

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

H-127 Tailholds on Private Land

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

H-130 Hauling Schedule

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Whole tree yarding is required in all units.

- b. Cable logging corridors shall be located in a manner to minimize the damage or removal of reserve trees.
- c. Cable logging corridors shall be water barred at the time of completion of yarding, if directed by the Contract Administrator.
- d. Trees within cable yarding operations shall not be felled outside of harvest units.
- e. Intermediate supports may be required to prevent soil rutting.
- f. Within areas of ground-based harvesting, a minimum of 70% of the slash generated at landings 3 inches and less in diameter shall be hauled back and scattered. The remaining slash shall be machine piled.
- g. All slash piles shall be machine trailed, exposing a minimum of six feet of bare, mineral soil around the perimeter of each pile. Slash piles shall be constructed using a loader or excavator, and be soil free. Dozer blades shall not be used for piling slash.
- h. Harvesting and yarding in Unit 2 shall only occur under dry or frozen conditions, unless authorized in writing by the Contract Administrator.
- i. 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-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Slash shall not be deposited within Riparian Management Zones.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

H-260 Fall Leaners

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

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

Road construction and associated work provisions of the Road Plan for this sale, dated 12/8/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E354433A, E354426C, E354426K, E354424E, E354530F, E354529A, E354530G, E354519B, E354424F, E354529E, E354521A, E354520K, E334428E, E334429F and E354426B roads. All work shall be completed to the specifications detailed in the Road Plan.

C-080 Landing Locations Approved Prior to Construction

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

C-130 Dust Abatement

Purchaser shall abate dust on the E354433A, E354426C, E354426K, E354424E, E354530F, E354529A, E354530G, E354519B, E354424F, E354529E, E354521A, E354520K, E334428E, E334429F and E354426B roads used for hauling from June 15 to September 15.

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-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-100 Stream Cleanout

Slash or debris which enters any stream or Riparian Management Zone as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be

accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-110 Resource Protection

No harvesting equipment may operate within Riparian Management Zone or Leave Tree Area unless authority is granted in writing by the Contract Administrator.

S-120 Stream Protection

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility

of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Patrick Ryan
Northeast Region Manager

Print Name

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Northeast

Timber Sale Name: Q WANLESS CREEK

Application Number: 30- 106239

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 5,175 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: 126,838 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 Wanless Creek

Sale Name: Q WANLESS CREEK

Sale Type: LUMP SUM

Region: NORTHEAST

District: ARCADIA

Lead Cruiser: Jake Culp

Other Cruisers: Hailey Howard

Cruise Narrative:

Location:

Legal – Section 28 of T33N R44E. Section 24 of T35N R44E. Sections 20 and 30 of T35N R45E.

General – Units 1-4 are approx. 15 miles NE of Usk, WA. Unit 5 is approx. 2 miles NE of Usk, WA. All units are in Pend Oreille County.

Access – Units 1-4 are accessed off of Mill Creek Rd via Leclerc Rd N. Unit 5 is accessed off of the Kings Lake 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 comprised mostly of second growth, even aged Douglas fir. Much of the Douglas fir is on the larger side, with much of the volume coming from 2 Saw logs. There are secondary components of western larch, lodgepole pine, grand fir, western red cedar, and ponderosa pine. Sale also contains minor components of western hemlock, subalpine fir, western white pine, and Engelmann spruce.

Timber quality:

Timber to be harvested is comprised of domestic quality Douglas fir (44%), western larch (15%), lodgepole pine (14%), grand fir (10%), western red cedar (9%), ponderosa pine (5%), western hemlock (1%), subalpine fir (1%), western white pine (1%), and Engelmann spruce (<1%).

Stand health/defect:

Older timber in the sale area can be rough, with branch clusters, sweep, and crooks. Other defects noted include forks, spike knots, wind and snow damage. Pini rot was observed in many of the lodgepole pine. Mistletoe can be found in light amounts throughout the sale.

Aspect:

West, Southwest, South, Southeast

Elevation:
2200'-5500'

Harvesting methods:
90% ground based, 10% uphill cable-tether

Slope:
Unit 1- Max 40%, Avg. 13%
Unit 2- Max 33%, Avg. 7%
Unit 3- Max 50%, Avg. 28%
Unit 4- Max 53%, Avg. 34%
Unit 5- Max 15%, Avg. 5%

Other considerations/remarks:
Units 1 and 2 have areas with dense blowdown/jackstraw. There is a large area in the middle of Unit 3 with steep rocky outcroppings and small cliffs.

Trust:
Units 1-4 fall within Trust 3. Unit 5 is Trust 6.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	15.7			2,558	903	1,346	309	
WL	15.1			868	264	525	78	
LP	11.6			787	46	621	120	
GF	13.6			580	193	299	88	
RC	13.3			536		439	98	
PP	19.6			289			177	112
WH	10.2			66		49	17	
AF	11.0			43	0	24	19	
WP	17.9			30	14	12	4	
ES	11.1			24		20	5	
ALL	13.9			5,781	1,420	3,334	914	112

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	16,195	5,096	8,913	2,186	
WL	4,753	1,329	2,998	425	
LP	3,968	236	3,155	577	
GF	3,793	1,111	2,069	613	

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	5 Saw
RC	3,072		2,375	697	
PP	1,365			789	576
WH	494		364	130	
AF	286	2	159	125	
WP	143	60	60	23	
ES	130		101	30	
ALL	34,198	7,833	20,195	5,594	576

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 (%)
134.2	3.3	148.8	2.3	20,025	4.0

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
WANLESS CREEK U1	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	88.0	89.3	58	15	1
WANLESS CREEK U2	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	98.8	101.3	65	17	1
WANLESS CREEK U3	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	29.1	29.7	32	8	4
WANLESS CREEK U4	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	33.2	36.1	32	11	1
WANLESS CREEK U5	B1C: VR, 1 BAF (33.61) Measure/ Count Plots, Sighting Ht = 4.5 ft	38.2	38.5	30	10	0
WANLESS CREEK ROW 6	B1: VR, 1 BAF (20) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	2	2	0
WANLESS CREEK ROW 7	B1: VR, 1 BAF (25.15) Measure All, Sighting Ht = 4.5 ft	0.3	0.3	2	2	0
WANLESS CREEK ROW 8	ST: Strip/Percent Sample (1 tree expansion)	0.7	0.6	1	1	0
All		288.7	296.1	222	66	7

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
AF	LIVE	2 SAW	Domestic	13.6	32	2	2	4.7	2.2	0.5
AF	LIVE	3 SAW	Domestic	8.6	32	82	82	0.0	159.1	23.8

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
AF	LIVE	4 SAW	Domestic	5.2	24	64	64	0.0	124.9	18.6
DF	LIVE	2 SAW	Domestic	13.6	32	3,139	3,127	0.4	5,095.8	902.8
DF	LIVE	3 SAW	Domestic	8.1	32	4,701	4,663	0.8	8,913.4	1,346.2
DF	LIVE	4 SAW	Domestic	5.6	22	1,183	1,071	9.5	2,186.3	309.2
DF	LIVE	CULL	Cull	7.1	23	52	0	100.0	0.0	0.0
ES	LIVE	3 SAW	Domestic	7.5	32	68	68	0.0	100.8	19.6
ES	LIVE	4 SAW	Domestic	5.3	20	17	17	0.0	29.7	4.8
GF	LIVE	2 SAW	Domestic	13.0	32	668	668	0.0	1,110.6	192.9
GF	LIVE	3 SAW	Domestic	7.6	32	1,036	1,036	0.0	2,069.2	299.0
GF	LIVE	4 SAW	Domestic	5.3	20	305	305	0.0	612.8	88.1
LP	LIVE	2 SAW	Domestic	13.2	32	159	159	0.0	236.1	45.9
LP	LIVE	3 SAW	Domestic	7.4	32	2,223	2,150	3.3	3,154.9	620.7
LP	LIVE	4 SAW	Domestic	5.2	22	417	417	0.0	577.0	120.3
PP	LIVE	4 SAW	Domestic	13.4	32	612	612	0.0	788.8	176.6
PP	LIVE	5 SAW	Domestic	7.3	26	390	390	0.0	575.8	112.5
RC	LIVE	3 SAW	Domestic	9.3	32	1,569	1,520	3.1	2,375.1	438.8
RC	LIVE	4 SAW	Domestic	6.1	22	338	338	0.0	696.6	97.7
WH	LIVE	3 SAW	Domestic	6.8	32	171	171	0.0	364.0	49.4
WH	LIVE	4 SAW	Domestic	5.0	23	58	58	0.0	129.6	16.7
WL	LIVE	2 SAW	Domestic	13.2	32	922	916	0.7	1,328.8	264.4
WL	LIVE	3 SAW	Domestic	8.4	32	1,826	1,818	0.4	2,998.4	525.0
WL	LIVE	4 SAW	Domestic	5.3	22	274	271	1.1	425.4	78.3
WP	LIVE	2 SAW	Domestic	13.8	32	47	47	0.0	59.7	13.6
WP	LIVE	3 SAW	Domestic	9.5	32	42	42	0.0	60.2	12.0
WP	LIVE	4 SAW	Domestic	5.5	29	14	14	0.0	22.9	4.0

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
AF	5 - 8	LIVE	Domestic	5.6	22	116	0.0	232.5	33.4
AF	9 - 11	LIVE	Domestic	9.8	32	31	0.0	51.5	9.0
AF	12 - 14	LIVE	Domestic	13.6	32	2	4.7	2.2	0.5
DF	5 - 8	LIVE	Cull	5.4	14	0	100.0	0.0	0.0
DF	5 - 8	LIVE	Domestic	6.0	26	2,688	0.1	5,348.7	775.9
DF	9 - 11	LIVE	Cull	8.7	32	0	100.0	0.0	0.0
DF	9 - 11	LIVE	Domestic	9.9	32	2,906	1.3	5,437.9	839.0
DF	12 - 14	LIVE	Domestic	12.7	32	1,679	1.4	2,825.8	484.8
DF	15 - 19	LIVE	Domestic	16.2	32	1,328	6.9	2,204.9	383.5

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	20+	LIVE	Domestic	21.1	32	260	0.0	378.2	74.9
ES	5 - 8	LIVE	Domestic	6.4	26	85	0.0	130.5	24.4
GF	5 - 8	LIVE	Domestic	5.9	25	910	0.0	1,894.2	262.6
GF	9 - 11	LIVE	Domestic	9.6	32	431	0.0	787.8	124.5
GF	12 - 14	LIVE	Domestic	13.2	32	668	0.0	1,110.6	192.9
LP	5 - 8	LIVE	Domestic	6.1	27	1,775	1.2	2,540.9	512.4
LP	9 - 11	LIVE	Domestic	9.4	32	846	5.7	1,268.1	244.1
LP	12 - 14	LIVE	Domestic	13.2	32	50	0.0	77.2	14.5
LP	15 - 19	LIVE	Domestic	16.2	32	55	0.0	81.9	15.9
PP	5 - 8	LIVE	Domestic	6.7	24	225	0.0	363.3	64.9
PP	9 - 11	LIVE	Domestic	9.8	32	165	0.0	212.5	47.6
PP	12 - 14	LIVE	Domestic	12.9	32	374	0.0	469.1	108.0
PP	15 - 19	LIVE	Domestic	15.4	32	238	0.0	319.7	68.7
RC	5 - 8	LIVE	Domestic	6.4	24	696	0.0	1,251.7	200.9
RC	9 - 11	LIVE	Domestic	9.9	32	599	2.3	955.1	172.9
RC	12 - 14	LIVE	Domestic	13.0	32	346	0.0	508.3	99.9
RC	15 - 19	LIVE	Domestic	16.2	32	218	13.7	356.6	62.8
WH	5 - 8	LIVE	Domestic	6.0	28	229	0.0	493.6	66.1
WL	5 - 8	LIVE	Domestic	6.3	27	938	0.4	1,571.5	270.7
WL	9 - 11	LIVE	Domestic	9.8	32	1,189	0.6	1,914.2	343.3
WL	12 - 14	LIVE	Domestic	12.4	32	496	0.5	742.0	143.3
WL	15 - 19	LIVE	Domestic	15.7	32	382	1.1	525.1	110.3
WP	5 - 8	LIVE	Domestic	5.5	29	14	0.0	22.9	4.0
WP	9 - 11	LIVE	Domestic	9.5	32	42	0.0	60.2	12.0
WP	12 - 14	LIVE	Domestic	13.8	32	47	0.0	59.7	13.6

Cruise Unit Report WANLESS CREEK U1

Unit Sale Notice Volume (MBF): WANLESS CREEK U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	14.1			771	174	508	89	
WL	15.4			245	102	120	23	
LP	10.4			198		167	32	
GF	15.7			188	92	76	20	
PP	20.9			185			123	61
RC	13.1			149		121	28	
WH	10.2			44		29	14	
WP	13.6			8		5	2	
ALL	13.5			1,787	368	1,026	332	61

Unit Cruise Design: WANLESS CREEK U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	88.0	89.3	58	15	1

Unit Cruise Summary: WANLESS CREEK U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	21	116	2.0	0
WL	8	22	0.4	0
LP	3	23	0.4	0
GF	3	19	0.3	0
PP	2	21	0.4	0
RC	6	27	0.5	0
WH	4	7	0.1	0
WP	1	1	0.0	0
ALL	48	236	4.1	0

Unit Cruise Statistics: WANLESS CREEK U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	67.2	99.6	13.1	130.3	39.7	8.7	8,757	107.2	15.7

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 (%)
WL	12.7	208.5	27.4	218.4	19.5	6.9	2,784	209.4	28.2
LP	13.3	245.2	32.2	169.2	13.5	7.8	2,255	245.5	33.1
GF	11.0	231.5	30.4	194.2	21.0	12.2	2,138	232.4	32.7
PP	12.2	223.7	29.4	172.3	6.4	4.5	2,097	223.8	29.7
RC	15.6	189.7	24.9	108.0	53.5	21.8	1,690	197.0	33.1
WH	4.1	313.4	41.2	123.0	34.7	17.4	499	315.3	44.7
WP	0.6	761.6	100.0	150.7	0.0	0.0	87	761.6	100.0
ALL	136.8	46.9	6.2	148.5	39.3	5.7	20,309	61.2	8.4

Unit Summary: WANLESS CREEK U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	14.1	66	83	8,985	8,757	2.5	62.0	67.2	17.9	770.6
GF	LIVE	CUT	3	ALL	15.7	78	99	2,138	2,138	0.0	8.2	11.0	2.8	188.2
LP	LIVE	CUT	3	ALL	10.4	70	88	2,255	2,255	0.0	22.6	13.3	4.1	198.5
PP	LIVE	CUT	2	ALL	20.9	82	110	2,097	2,097	0.0	5.1	12.2	2.7	184.6
RC	LIVE	CUT	6	ALL	13.1	56	70	1,851	1,690	8.7	16.7	15.6	4.3	148.8
WH	LIVE	CUT	4	ALL	10.2	58	72	499	499	0.0	7.1	4.1	1.3	43.9
WL	LIVE	CUT	8	ALL	15.4	89	113	2,784	2,784	0.0	9.9	12.7	3.2	245.0
WP	LIVE	CUT	1	ALL	13.6	72	91	87	87	0.0	0.6	0.6	0.2	7.7
ALL	LIVE	CUT	48	ALL	13.8	68	86	20,698	20,309	1.9	132.2	136.8	36.5	1,787.2
ALL	ALL	ALL	48	ALL	13.8	68	86	20,698	20,309	1.9	132.2	136.8	36.5	1,787.2

Cruise Unit Report WANLESS CREEK U2

Unit Sale Notice Volume (MBF): WANLESS CREEK U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	12.9			588	81	358	148	
LP	11.0			501		420	81	
WL	14.6			457	123	293	41	
RC	12.2			322		255	68	
GF	10.4			56		44	12	
PP	20.6			42			32	10
ES	11.1			24		20	5	
WH	10.3			22		20	2	
WP	19.4			22	14	7	2	
ALL	12.5			2,035	218	1,417	390	10

Unit Cruise Design: WANLESS CREEK U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	98.8	101.3	65	17	1

Unit Cruise Summary: WANLESS CREEK U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	18	83	1.3	0
LP	12	60	0.9	0
WL	14	50	0.8	0
RC	12	52	0.8	0
GF	2	8	0.1	0
PP	1	6	0.1	0
ES	1	3	0.0	0
WH	2	4	0.1	0
WP	1	2	0.0	0
ALL	63	268	4.1	0

Unit Cruise Statistics: WANLESS CREEK U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	42.9	128.8	16.0	138.7	27.5	6.5	5,951	131.7	17.2
LP	31.0	130.3	16.2	163.4	17.7	5.1	5,070	131.5	17.0
WL	25.9	155.5	19.3	179.1	14.3	3.8	4,630	156.1	19.7
RC	26.9	183.8	22.8	121.3	39.3	11.4	3,261	188.0	25.5
GF	4.1	337.1	41.8	136.8	11.4	8.0	566	337.3	42.6
PP	3.1	458.1	56.8	136.5	0.0	0.0	424	458.1	56.8
ES	1.6	458.1	56.8	159.2	0.0	0.0	247	458.1	56.8
WH	2.1	393.6	48.8	108.5	11.8	8.3	224	393.7	49.5
WP	1.0	565.6	70.2	214.8	0.0	0.0	222	565.6	70.2
ALL	138.6	49.5	6.1	148.6	27.6	3.5	20,594	56.7	7.1

Unit Summary: WANLESS CREEK U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	18	ALL	12.9	65	81	6,293	5,951	5.4	47.3	42.9	11.9	587.9
ES	LIVE	CUT	1	ALL	11.1	67	84	247	247	0.0	2.3	1.6	0.5	24.4
GF	LIVE	CUT	2	ALL	10.4	64	80	566	566	0.0	7.0	4.1	1.3	55.9
LP	LIVE	CUT	12	ALL	11.0	71	91	5,285	5,070	4.1	47.0	31.0	9.4	501.0
PP	LIVE	CUT	1	ALL	20.6	67	88	424	424	0.0	1.3	3.1	0.7	41.8
RC	LIVE	CUT	12	ALL	12.2	59	74	3,261	3,261	0.0	33.1	26.9	7.7	322.1
WH	LIVE	CUT	2	ALL	10.3	53	65	224	224	0.0	3.6	2.1	0.6	22.2
WL	LIVE	CUT	14	ALL	14.6	85	107	4,678	4,630	1.0	22.2	25.9	6.8	457.4
WP	LIVE	CUT	1	ALL	19.4	91	116	222	222	0.0	0.5	1.0	0.2	21.9
ALL	LIVE	CUT	63	ALL	12.4	68	86	21,199	20,594	2.9	164.3	138.6	39.1	2,034.7
ALL	ALL	ALL	63	ALL	12.4	68	86	21,199	20,594	2.9	164.3	138.6	39.1	2,034.7

Cruise Unit Report WANLESS CREEK U3

Unit Sale Notice Volume (MBF): WANLESS CREEK U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
DF	15.5			223	83	121	19	
PP	15.2			63			22	41
GF	11.7			5		4	1	
WL	15.1			4		4	0	
ALL	15.3			294	83	129	42	41

Unit Cruise Design: WANLESS CREEK U3

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	29.1	29.7	32	8	4

Unit Cruise Summary: WANLESS CREEK U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	24	65	2.0	0
PP	5	21	0.7	0
GF	1	2	0.1	0
WL	1	1	0.0	0
ALL	31	89	2.8	0

Unit Cruise Statistics: WANLESS CREEK U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	51.1	106.5	18.8	149.9	31.2	6.4	7,659	110.9	19.9
PP	16.5	179.9	31.8	130.5	41.4	18.5	2,153	184.6	36.8
GF	1.6	565.7	100.0	103.1	0.0	0.0	162	565.7	100.0
WL	0.8	565.7	100.0	178.5	0.0	0.0	140	565.7	100.0
ALL	69.9	87.0	15.4	144.6	32.6	5.9	10,114	92.9	16.5

Unit Summary: WANLESS CREEK U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	24	ALL	15.5	69	86	7,733	7,659	1.0	39.0	51.1	13.0	222.9
GF	LIVE	CUT	1	ALL	11.7	57	71	162	162	0.0	2.1	1.6	0.5	4.7
PP	LIVE	CUT	5	ALL	15.2	65	85	2,153	2,153	0.0	13.1	16.5	4.2	62.7
WL	LIVE	CUT	1	ALL	15.1	82	104	140	140	0.0	0.6	0.8	0.2	4.1
ALL	LIVE	CUT	31	ALL	15.3	67	85	10,189	10,114	0.7	54.8	69.9	17.9	294.3
ALL	ALL	ALL	31	ALL	15.3	67	85	10,189	10,114	0.7	54.8	69.9	17.9	294.3

Cruise Unit Report WANLESS CREEK U4

Unit Sale Notice Volume (MBF): WANLESS CREEK U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	17.3			527	291	203	33
WL	16.0			110	22	77	12
LP	17.8			46	30	13	2
AF	11.0			42		24	18
GF	13.5			4		3	1
ALL	15.9			728	343	320	65

Unit Cruise Design: WANLESS CREEK U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	33.2	36.1	32	11	1

Unit Cruise Summary: WANLESS CREEK U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	34	97	3.0	0
WL	4	20	0.6	0
LP	2	7	0.2	0
AF	5	12	0.4	0
GF	1	1	0.0	0
ALL	46	137	4.3	0

Unit Cruise Statistics: WANLESS CREEK 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	101.9	64.6	11.4	155.7	25.1	4.3	15,866	69.3	12.2
WL	21.0	150.7	26.6	157.8	23.0	11.5	3,314	152.4	29.0
LP	7.4	192.0	33.9	186.9	5.9	4.2	1,374	192.1	34.2
AF	12.6	222.1	39.3	99.5	46.3	20.7	1,254	226.9	44.4
GF	1.1	565.7	100.0	105.6	0.0	0.0	111	565.7	100.0
ALL	143.9	42.9	7.6	152.3	28.0	4.1	21,919	51.2	8.6

Unit Summary: WANLESS CREEK U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	5	ALL	11.0	50	61	1,254	1,254	0.0	19.1	12.6	3.8	41.6
DF	LIVE	CUT	34	ALL	17.3	71	90	15,968	15,866	0.6	62.4	101.9	24.5	526.7
GF	LIVE	CUT	1	ALL	13.5	58	73	111	111	0.0	1.1	1.1	0.3	3.7
LP	LIVE	CUT	2	ALL	17.8	83	105	1,374	1,374	0.0	4.3	7.4	1.7	45.6
WL	LIVE	CUT	4	ALL	16.0	80	101	3,314	3,314	0.0	15.0	21.0	5.3	110.0
ALL	LIVE	CUT	46	ALL	16.1	69	87	22,021	21,919	0.5	101.9	143.9	35.6	727.7
ALL	ALL	ALL	46	ALL	16.1	69	87	22,021	21,919	0.5	101.9	143.9	35.6	727.7

Cruise Unit Report WANLESS CREEK U5

Unit Sale Notice Volume (MBF): WANLESS CREEK U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	20.2			448	274	154	21
GF	13.0			327	101	171	55
RC	19.5			66		63	2
WL	16.2			49	16	31	2
LP	17.0			42	16	20	6
ALL	15.8			932	407	440	85

Unit Cruise Design: WANLESS CREEK U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	38.2	38.5	30	10	0

Unit Cruise Summary: WANLESS CREEK U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	13	59	2.0	0
GF	16	59	2.0	0
RC	3	12	0.4	0
WL	4	8	0.3	0
LP	2	6	0.2	0
ALL	38	144	4.8	0

Unit Cruise Statistics: WANLESS CREEK U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	66.1	73.7	13.5	177.6	19.2	5.3	11,739	76.2	14.5
GF	66.1	82.8	15.1	129.5	36.4	9.1	8,560	90.5	17.6
RC	13.4	168.7	30.8	127.7	60.7	35.1	1,717	179.3	46.7
WL	9.0	239.9	43.8	144.0	15.4	7.7	1,291	240.4	44.5
LP	6.7	242.1	44.2	163.2	26.3	18.6	1,097	243.5	48.0
ALL	161.3	29.7	5.4	151.3	30.3	4.9	24,404	42.4	7.3

Unit Summary: WANLESS CREEK U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	20.2	84	107	11,800	11,739	0.5	29.7	66.1	14.7	448.4
GF	LIVE	CUT	16	ALL	13.0	63	79	8,560	8,560	0.0	71.7	66.1	18.3	327.0
LP	LIVE	CUT	2	ALL	17.0	75	95	1,097	1,097	0.0	4.3	6.7	1.6	41.9
RC	LIVE	CUT	3	ALL	19.5	60	75	1,717	1,717	0.0	6.5	13.4	3.0	65.6
WL	LIVE	CUT	4	ALL	16.2	85	108	1,297	1,291	0.4	6.3	9.0	2.2	49.3
ALL	LIVE	CUT	38	ALL	15.8	70	88	24,471	24,404	0.3	118.5	161.3	39.9	932.2
ALL	ALL	ALL	38	ALL	15.8	70	88	24,471	24,404	0.3	118.5	161.3	39.9	932.2

Cruise Unit Report WANLESS CREEK ROW 6

Unit Sale Notice Volume (MBF): WANLESS CREEK ROW 6

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
WL	21.3			1	0	0	0
DF	13.0			1		1	
GF	8.0			0			0
ALL	11.6			2	0	1	0

Unit Cruise Design: WANLESS CREEK ROW 6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (20) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	2	2	0

Unit Cruise Summary: WANLESS CREEK ROW 6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WL	1	1	0.5	0
DF	2	2	1.0	0
GF	1	1	0.5	0
ALL	4	4	2.0	0

Unit Cruise Statistics: WANLESS CREEK ROW 6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WL	10.0	141.4	100.0	190.3	0.0	0.0	1,903	141.4	100.0
DF	20.0	141.4	100.0	69.7	10.9	7.7	1,395	141.8	100.3
GF	10.0	141.4	100.0	60.2	0.0	0.0	602	141.4	100.0
ALL	40.0	70.7	50.0	97.5	63.8	31.9	3,899	95.3	59.3

Unit Summary: WANLESS CREEK ROW 6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	13.0	48	58	1,395	1,395	0.0	21.7	20.0	5.5	0.6
GF	LIVE	CUT	1	ALL	8.0	40	48	602	602	0.0	28.6	10.0	3.5	0.2
WL	LIVE	CUT	1	ALL	21.3	90	114	2,008	1,903	5.2	4.0	10.0	2.2	0.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	4	ALL	11.6	47	57	4,004	3,899	2.6	54.3	40.0	11.2	1.6
ALL	ALL	ALL	4	ALL	11.6	47	57	4,004	3,899	2.6	54.3	40.0	11.2	1.6

Cruise Unit Report WANLESS CREEK ROW 7

Unit Sale Notice Volume (MBF): WANLESS CREEK ROW 7

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
AF	9.3			1	0		1
DF	23.7			1		1	
ALL	10.9			2	0	1	1

Unit Cruise Design: WANLESS CREEK ROW 7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (25.15) Measure All, Sighting Ht = 4.5 ft	0.3	0.3	2	2	0

Unit Cruise Summary: WANLESS CREEK ROW 7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
AF	4	4	2.0	0
DF	2	2	1.0	0
ALL	6	6	3.0	0

Unit Cruise Statistics: WANLESS CREEK ROW 7

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 (%)
AF	50.3	70.7	50.0	77.9	69.4	34.7	3,920	99.1	60.9
DF	25.2	141.4	100.0	126.0	68.7	48.6	3,169	157.2	111.2
ALL	75.5	0.0	0.0	94.0	66.2	27.0	7,089	66.2	27.0

Unit Summary: WANLESS CREEK ROW 7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
AF	LIVE	CUT	4	ALL	9.3	34	40	3,996	3,920	1.9	106.6	50.3	16.5	1.2
DF	LIVE	CUT	2	ALL	23.7	61	77	3,446	3,169	8.0	8.2	25.1	5.2	1.0
ALL	LIVE	CUT	6	ALL	11.0	36	43	7,442	7,089	4.7	114.8	75.5	21.7	2.1
ALL	ALL	ALL	6	ALL	11.0	36	43	7,442	7,089	4.7	114.8	75.5	21.7	2.1

Cruise Unit Report WANLESS CREEK ROW 8

Unit Sale Notice Volume (MBF): WANLESS CREEK ROW 8

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	5 Saw
WL	21.0			1	1	0	0	
GF	10.1			0		0	0	
PP	8.9			0				0
ALL	13.2			1	1	1	0	0

Unit Cruise Design: WANLESS CREEK ROW 8

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots	
ST: Strip/Percent Sample (1 tree expansion)		0.7	0.6	1	1	0

Unit Cruise Summary: WANLESS CREEK ROW 8

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WL	2	2	2.0	0
GF	6	6	6.0	0
PP	1	1	1.0	0
ALL	9	9	9.0	0

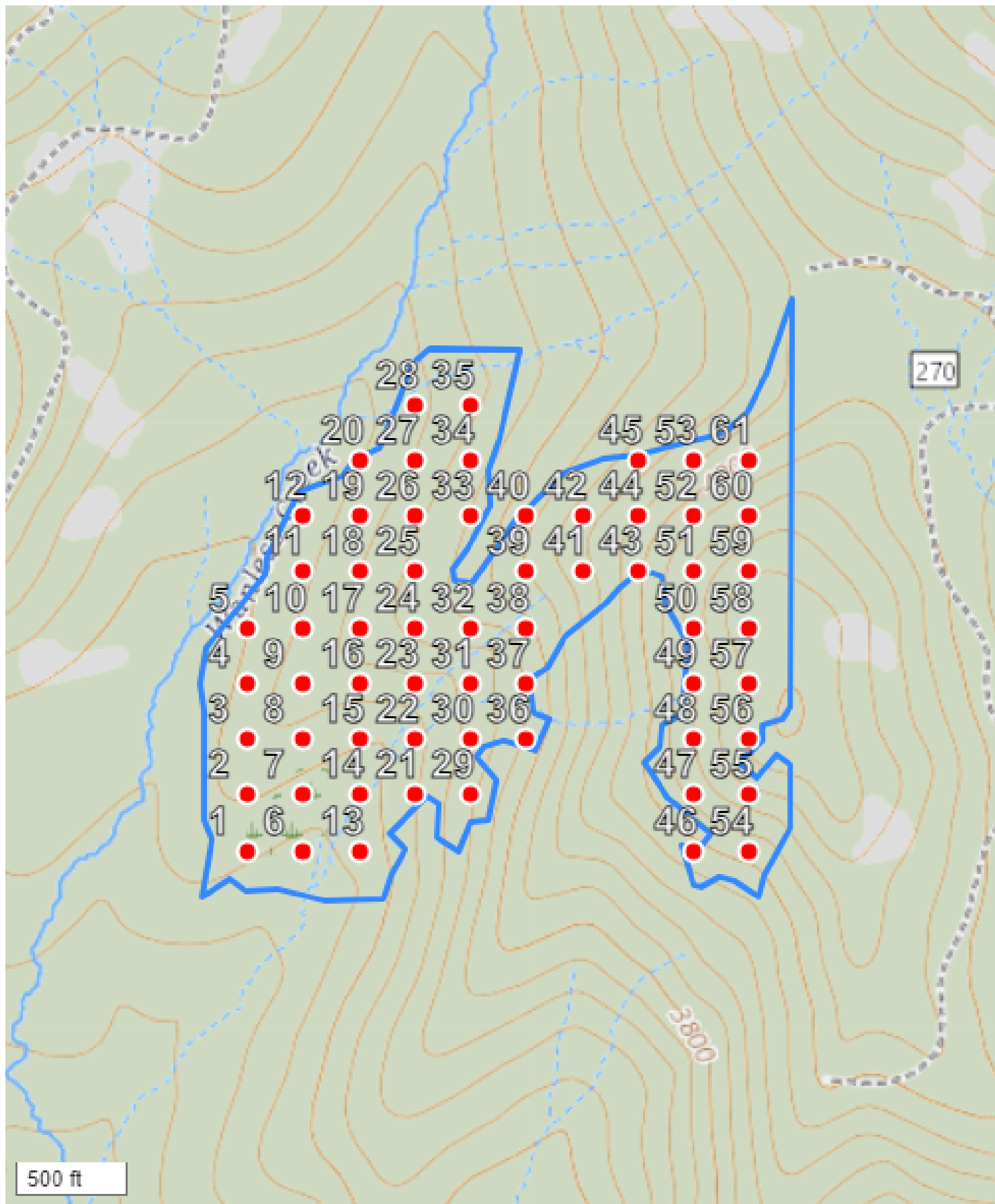
Unit Cruise Statistics: WANLESS CREEK ROW 8

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 (%)
WL	6.8	0.0	0.0	202.2	0.4	0.3	1,383	0.4	0.3
GF	4.8	0.0	0.0	86.8	37.9	15.5	415	37.9	15.5
PP	0.6	0.0	0.0	32.3	0.0	0.0	20	0.0	0.0
ALL	12.2	0.0	0.0	148.5	43.1	14.4	1,818	43.1	14.4

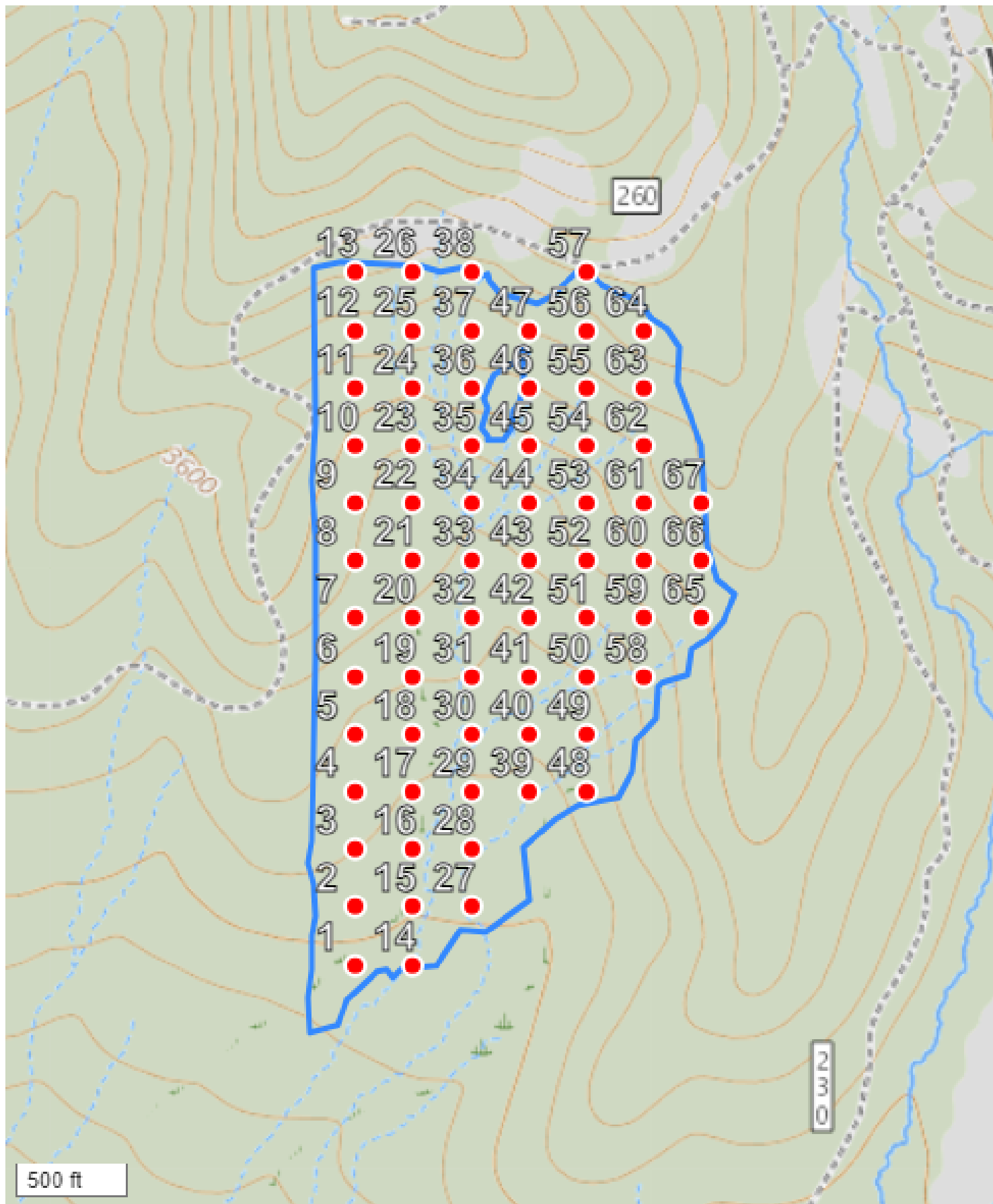
Unit Summary: WANLESS CREEK ROW 8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
GF	LIVE	CUT	6	ALL	10.1	49	61	430	415	3.7	8.6	4.8	1.5	0.3
PP	LIVE	CUT	1	ALL	8.9	28	33	20	20	0.0	1.4	0.6	0.2	0.0
WL	LIVE	CUT	2	ALL	21.0	86	109	1,383	1,383	0.0	2.8	6.8	1.5	1.0

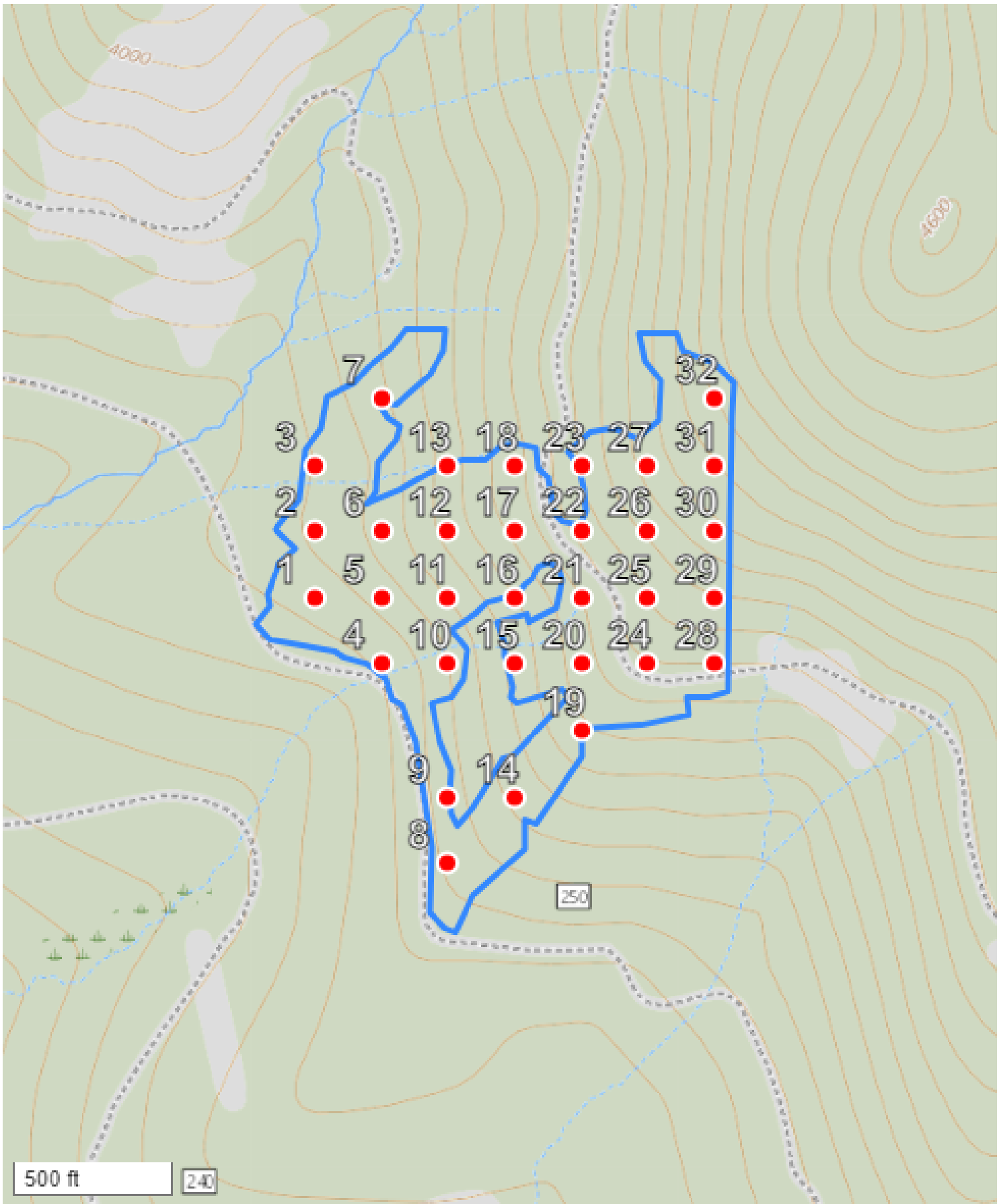
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	9	ALL	13.2	55	68	1,833	1,818	0.9	12.8	12.2	3.2	1.3
ALL	ALL	ALL	9	ALL	13.2	55	68	1,833	1,818	0.9	12.8	12.2	3.2	1.3



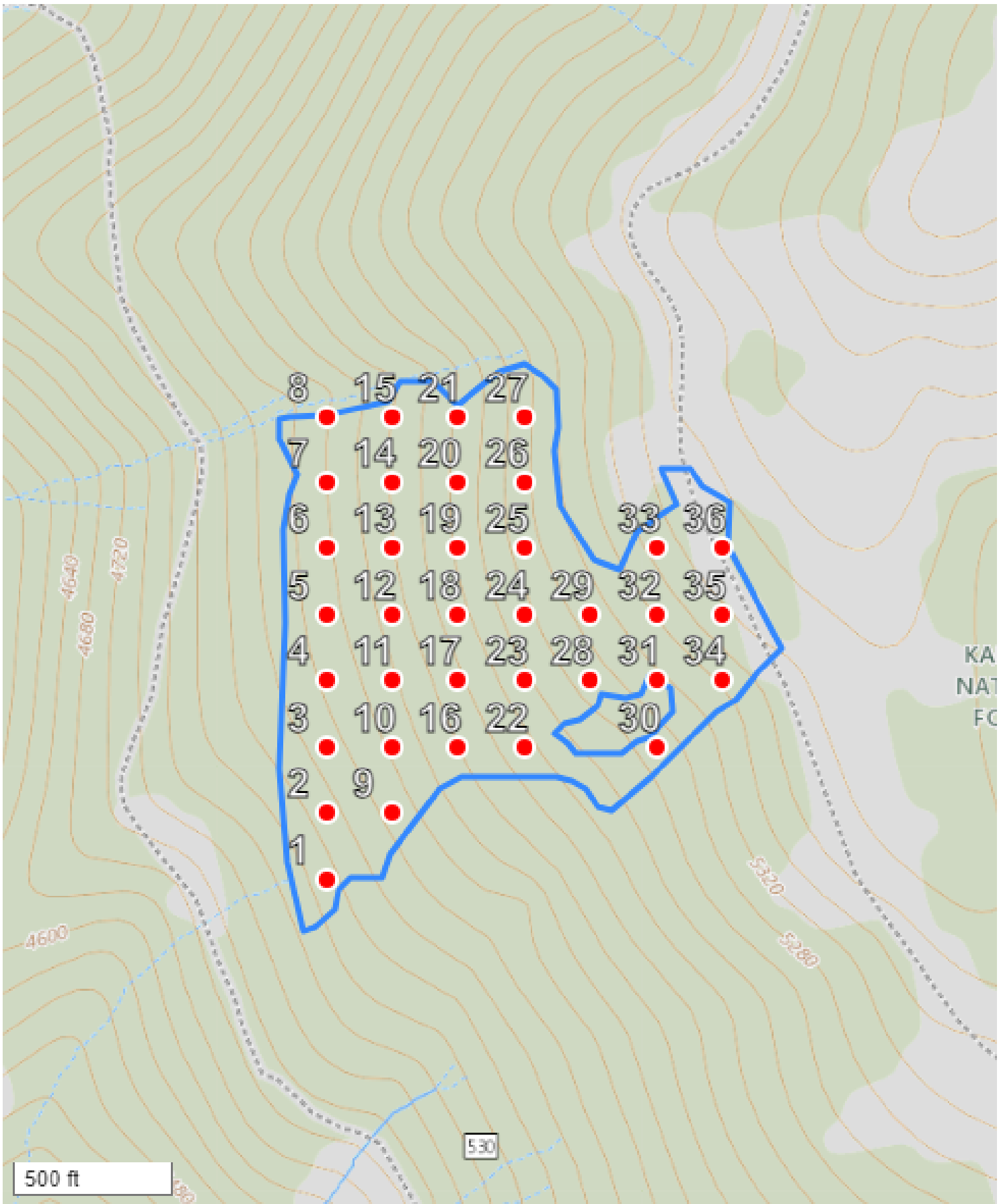
FMA Name: WANLESS CREEK U1	N Plots: 61	Plot Spacing: 246.2 ft
Grid Name: WANLESS CREEK U1 - 1	Acres Treated: 89.26	Main Azimuth: 0 deg



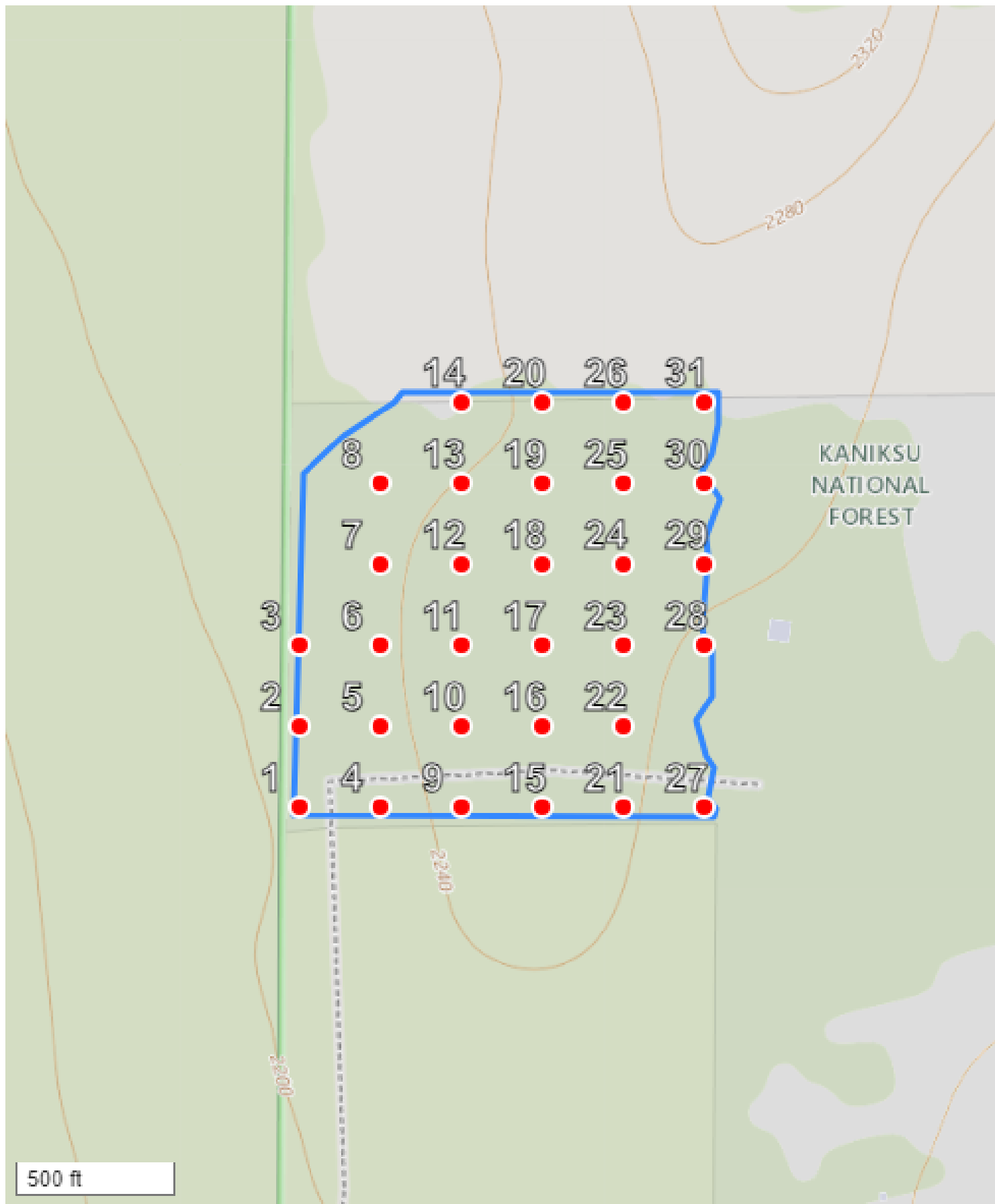
FMA Name: WANLESS CREEK U2	N Plots: 67	Plot Spacing: 254.4 ft
Grid Name: WANLESS CREEK U2 - 1	Acres Treated: 101.25	Main Azimuth: 0 deg



FMA Name: WANLESS CREEK U3	N Plots: 32	Plot Spacing: 207.4 ft
Grid Name: WANLESS CREEK U3 - 1	Acres Treated: 29.68	Main Azimuth: 0 deg



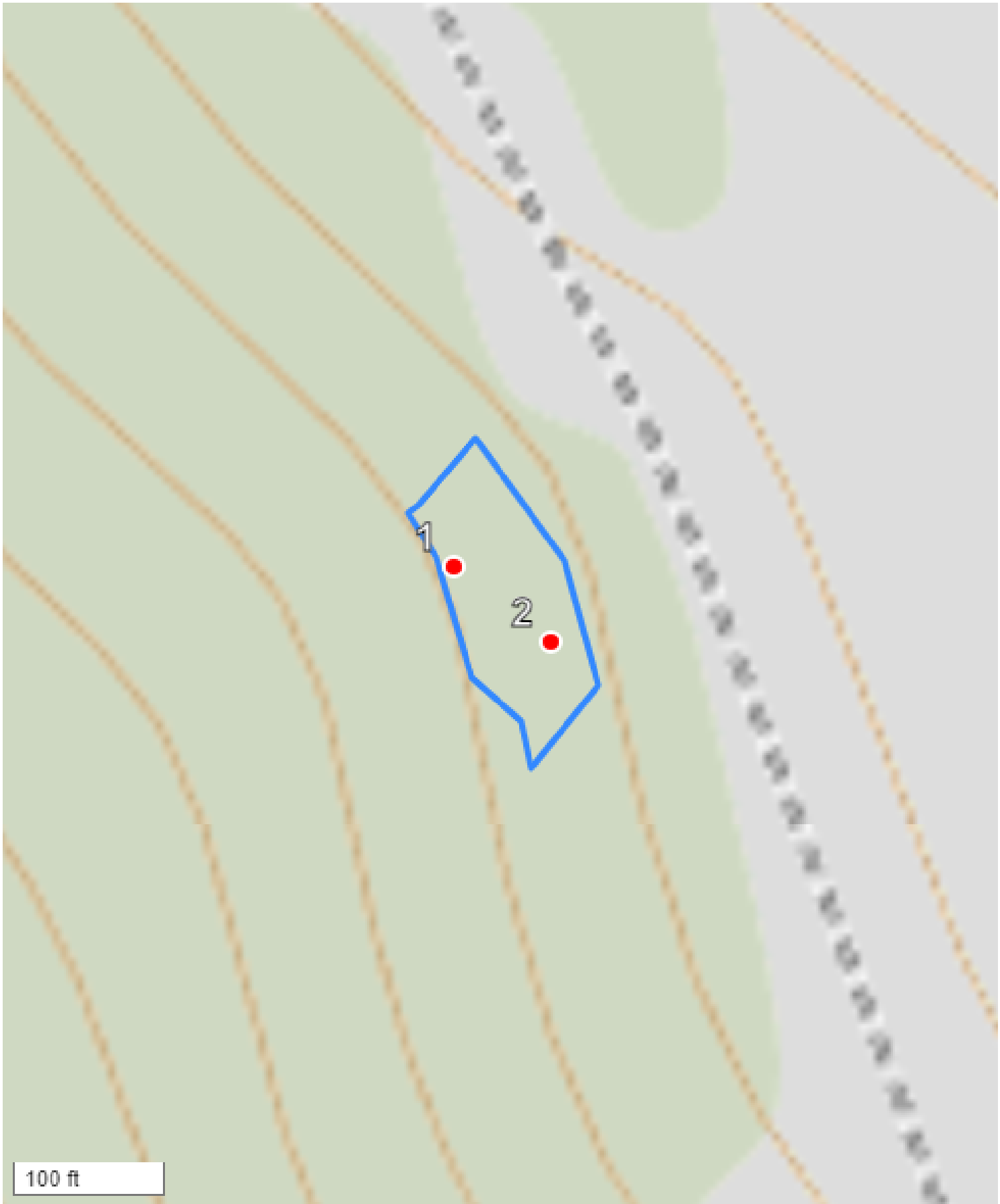
FMA Name: WANLESS CREEK U4	N Plots: 36	Plot Spacing: 206 ft
Grid Name: WANLESS CREEK U4 - 1	Acres Treated: 36.12	Main Azimuth: 0 deg



FMA Name: WANLESS CREEK U5	N Plots: 31	Plot Spacing: 253.9 ft
Grid Name: WANLESS CREEK U5 - 1	Acres Treated: 38.54	Main Azimuth: 0 deg



FMA Name: WANLESS CREEK ROW 6	N Plots: 2	Plot Spacing: 94.9 ft
Grid Name: WANLESS CREEK ROW 6 - 1	Acres Treated: 0.41	Main Azimuth: 0 deg



FMA Name: WANLESS CREEK ROW 7	N Plots: 2	Plot Spacing: 80.8 ft
Grid Name: WANLESS CREEK ROW 7 - 1	Acres Treated: 0.3	Main Azimuth: 37.6 deg

PRE-CRUISE NARRATIVE

Sale Name: Q Wanless Creek	Region: Northeast
Agreement #: 30-106239	District: Arcadia
Contact Forester: Monika Sowinska Phone / Location: (509) 680 8517	County(s): Choose a county, Pend Oreille
Alternate Contact: Jake Weiler Phone / Location: (509) 640 8927	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	90% sale
Harvest System: Uphill Cable , Tether	10% sale
Enter % of sale acres	
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec 24 T35N R44E	03	89.4		1.4			88	GPS (Garmin)
2	Sec 30 T35N R44E	03	99.8		1.0			98.8	GPS (Garmin)
3	Sec 30 T35N R 45E	03	29.6			0.5		29.1	GPS (Garmin)
4	Sec 20 T35N R45E	03	36.1		2.9			33.2	GPS (Garmin)
5	Sec 28 T33 R44E	06	38.4			0.2		38.2	GPS (Garmin)
ROW 6	Sec 30 T35N R44E		0.4					0.4	GPS (Garmin)
ROW 7	Sec 20 T35N R44E		0.3					0.3	GPS (Garmin)
ROW 8	Sec 28 T33 R44E		0.7			0.7		0.7	GPS (Garmin)
TOTAL ACRES			294.7		5.3			288.7	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Unit 1 is bound by white "Timber Sale Boundary" tags, pink flashers, and pink flagging. The leave tree area is bounded by white "Leave Tree Area" tags, pink flashers, and pink flagging. Leave trees are marked with a band of blue paint. A portion of the Unit 1 west boundary is RMZ outer zone. To the west of Unit 1 is Priest River Land Company. To the east of Unit 1 is Stimson Lumber Company. To the north and south of Unit 1 is DNR.	VRH	552 leave trees
2	Unit 2 is bound by white "Timber Sale Boundary" tags, pink flashers, and pink flagging. The leave tree area is bounded by white "Leave Tree Area" tags, pink flashers, and pink flagging. Leave trees are marked with a band of blue paint. To the west of Unit 2 is Riley Creek Lumber Co. To the north is Stimson. To the south and east of Unit 2 is DNR.	VRH	614 leave trees
3	Unit 3 is bound by white "Timber Sale Boundary" tags, pink flashers, and pink flagging. The leave tree area is bounded by white "Leave Tree Area" tags, pink flashers, and pink flagging. Leave trees are marked with a band of blue paint. To the north of Unit 3 is USFS. To the east of USFS is Stimson Lumber Co. To the west and south of Unit 3 is DNR.	VRH	180 leave trees
4	Unit 4 is bound by white "Timber Sale Boundary" tags, pink flashers, and pink flagging. Leave trees are marked with a band of blue paint. To the north of Unit 4 is USFS. To the west is Stimson Lumber Co. To the south and east is DNR.	VRH	246 leave trees
5	Unit 5 is bound by white "Timber Sale Boundary" tags, pink flashers, and pink flagging. Leave trees are marked with a band of blue paint. USFS is to the north of the unit. Stimson Lumber Co is to the west of the unit.	VRH	236 leave trees

ROW 6	ROW 6 is east of Unit 3. The ROW is bound by orange "Right of Way" tags, with orange flashers and pink flagging.	ROW	
ROW 7	South of the Southeast corner of Unit 4. ROW is bound by orange "Right of Way" tags, with orange flashers and pink flagging.	ROW	
ROW 8	South of Unit 5, on DNR. Cut trees are banded in red. The red paint may appear dark red. No tags present for this right of way. South of ROW 9	ROW	

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF/ PP/ WRC ~1,400 MBF	Unit 1: From LeClerc Rd N, travel on Mill Creek/E354433A for 7.5 miles. Turn left onto the E354529A road. Continue for about 2.6 miles. Take a sharp left onto the E354519B road. The unit will be on your left in a quarter mile.	
2	DF/ GF ~1,480 MBF	Unit 2: From LeClerc Rd N, travel on Mill Creek/E354433A for about 5 miles. Turn left onto the E354530E road and then immediately stay left at the fork onto the E354530F road. Stay on this road for about 0.5 miles until you reach the lower part of the unit.	
3	DF/ PP ~290 MBF	Unit 3: From LeClerc Rd N, travel on Mill Creek/E354433A for 7.5 miles. Turn left onto the E354529A road. Continue for about 0.75 miles. The unit is to the right.	
4	DF/ WL ~600 MBF	Unit 4: From LeClerc Rd N, travel on Mill Creek/E354433A for 10.3 miles. Turn left onto the E354421A. Travel for 2.7 miles. The unit is to your left.	
5	DF/ GF ~600 MBF	Unit 5: From Usk, cross the bridge going northeast. Continue on Kings Lake Rd for 0.75 miles. There is a left onto E334429F (there is a parking spot, but berms are	

		blocking the road). Follow this road on foot for 0.5 to Unit 5.	
ROW 6	LP/DF ~1 MBF	ROW 6 is east of Unit 3.	
ROW 7	DF/GF ~1 MBF	ROW 7: South of the Southeast corner of Unit 4.	
ROW 8	GF/PP ~1 MBF	ROW 8: From Usk, cross the bridge going northeast. Continue on Kings Lake Rd for 0.75 miles. There is a left onto E334429F (there is a parking spot, but berms are blocking the road). The ROW is just to the north (on DNR, before you get to Kalispel land).	
TOTAL MBF	4,376 MBF		

REMARKS:

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Prepared By: Monika Sowinska Date: 10.12.23 updated 12.21.23	Title: Arcadia Unit Forester	CC:
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**Forest Practices Application/Notification
Notice of Decision**

FPA/N No: 3026934

Effective Date: 3/26/24

Expiration Date: 3/26/27

Shut Down Zone: 687/688

EARR Tax Credit: Eligible Non-eligible

Reference: Q Wanless Creek

20,30,35-45 24-35-44 28-33-44

Decision

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

FPA/N Classification

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

Number of Years Granted on Multi-Year Request

- 4 years
- 5 years

Conditions on Approval/Reasons for Disapproval

Approved with no conditions.

Issued By: Max Leyva

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](http://www.wa.gov/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

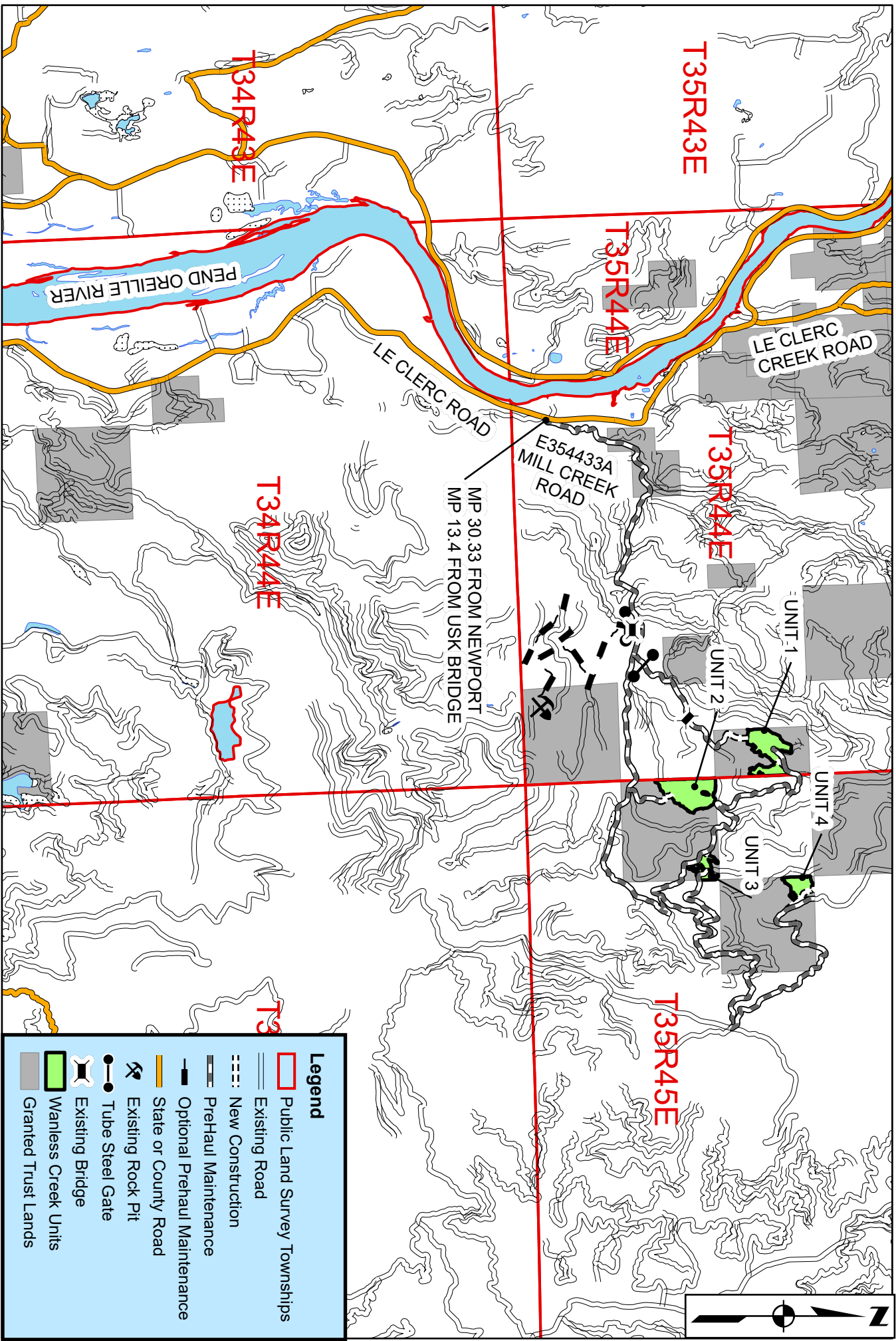
I, _____, caused the Notice of Decision for FPA/N No. 3026934 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

Colville, Washington

(Date)

(City & State where signed)

(Signature)



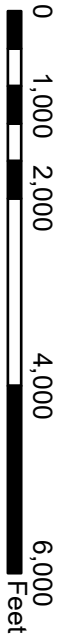
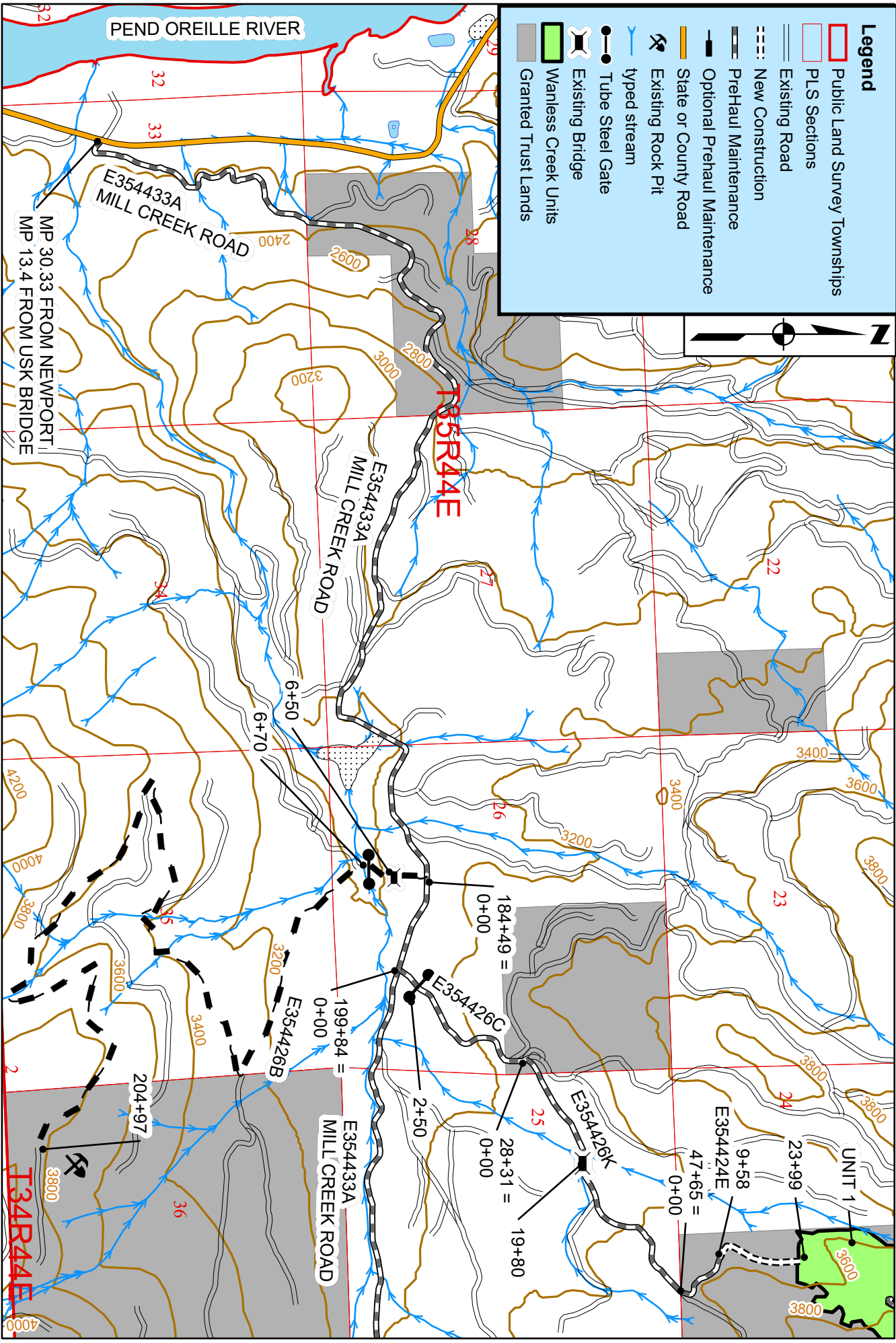
0 3,500 7,000 14,000 21,000
 Feet

1:85,334

Date: 12/8/2023

Legend

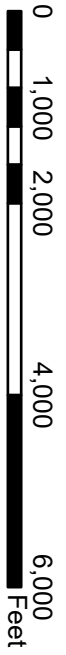
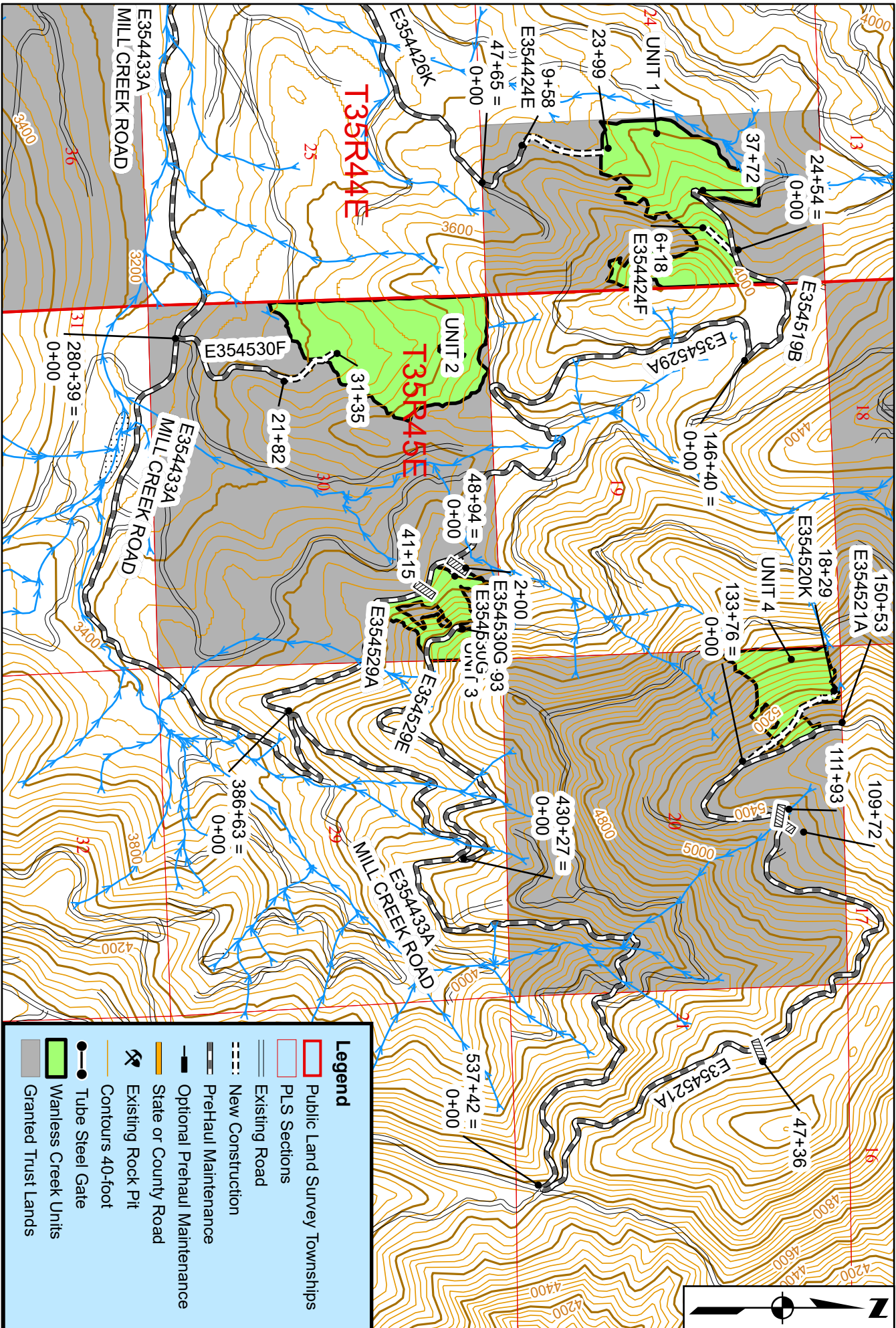
- Public Land Survey Townships
- PLS Sections
- Existing Road
- New Construction
- Prehaul Maintenance
- Optional Prehaul Maintenance
- State or County Road
- Existing Rock Pit
- typed stream
- Tube Steel Gate
- Existing Bridge
- Wanless Creek Units
- Granted Trust Lands



1:24,596

Date: 12/8/2023

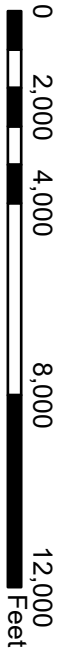
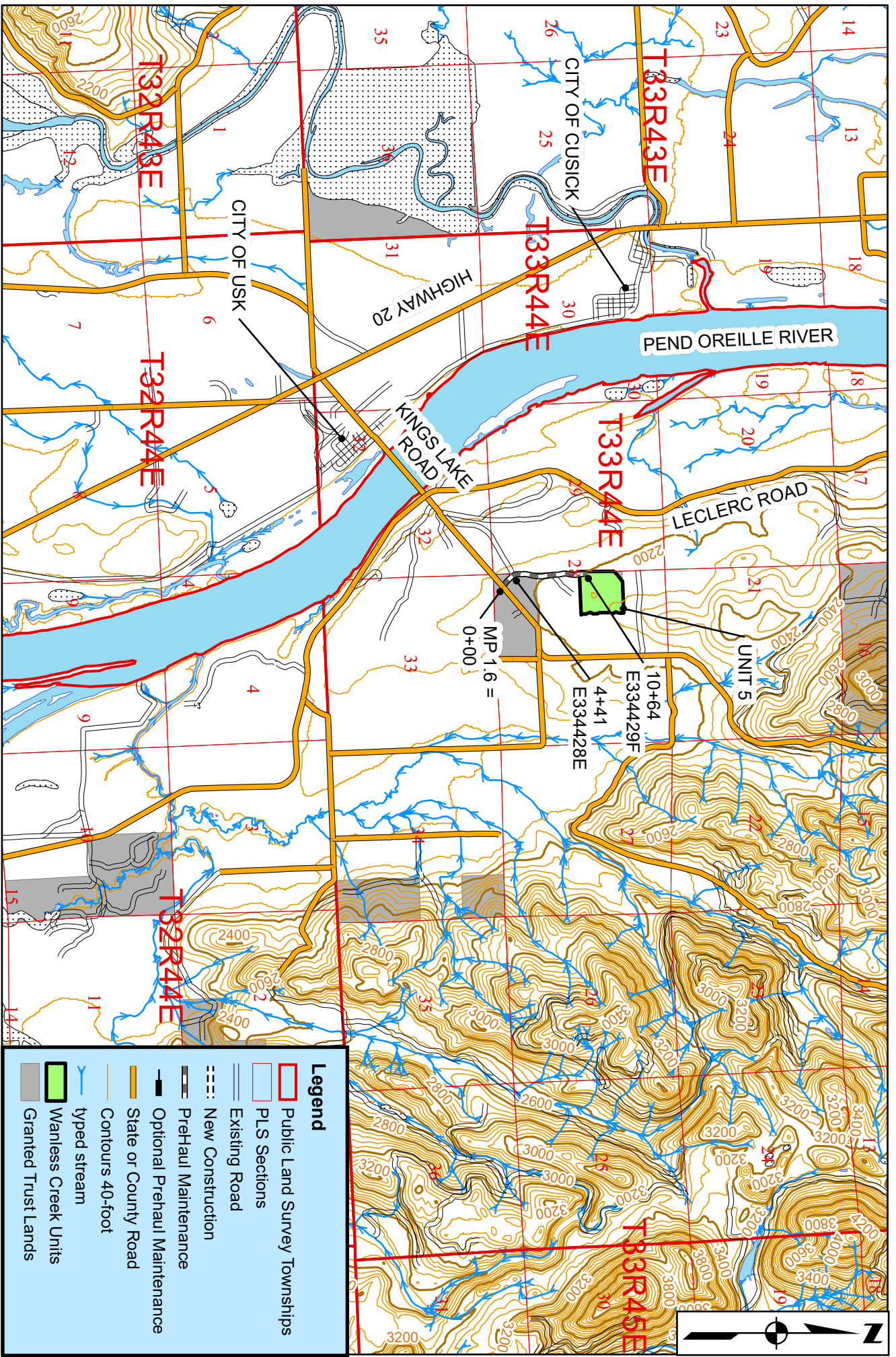
Washington State Department of Natural Resources



Date: 12/8/2023

Legend

- Public Land Survey Townships
- PLS Sections
- Existing Road
- New Construction
- Prehaul Maintenance
- Optional Prehaul Maintenance
- State or County Road
- Existing Rock Pit
- Contours 40-foot
- Tube Steel Gate
- Wanless Creek Units
- Granted Trust Lands



1:48,000

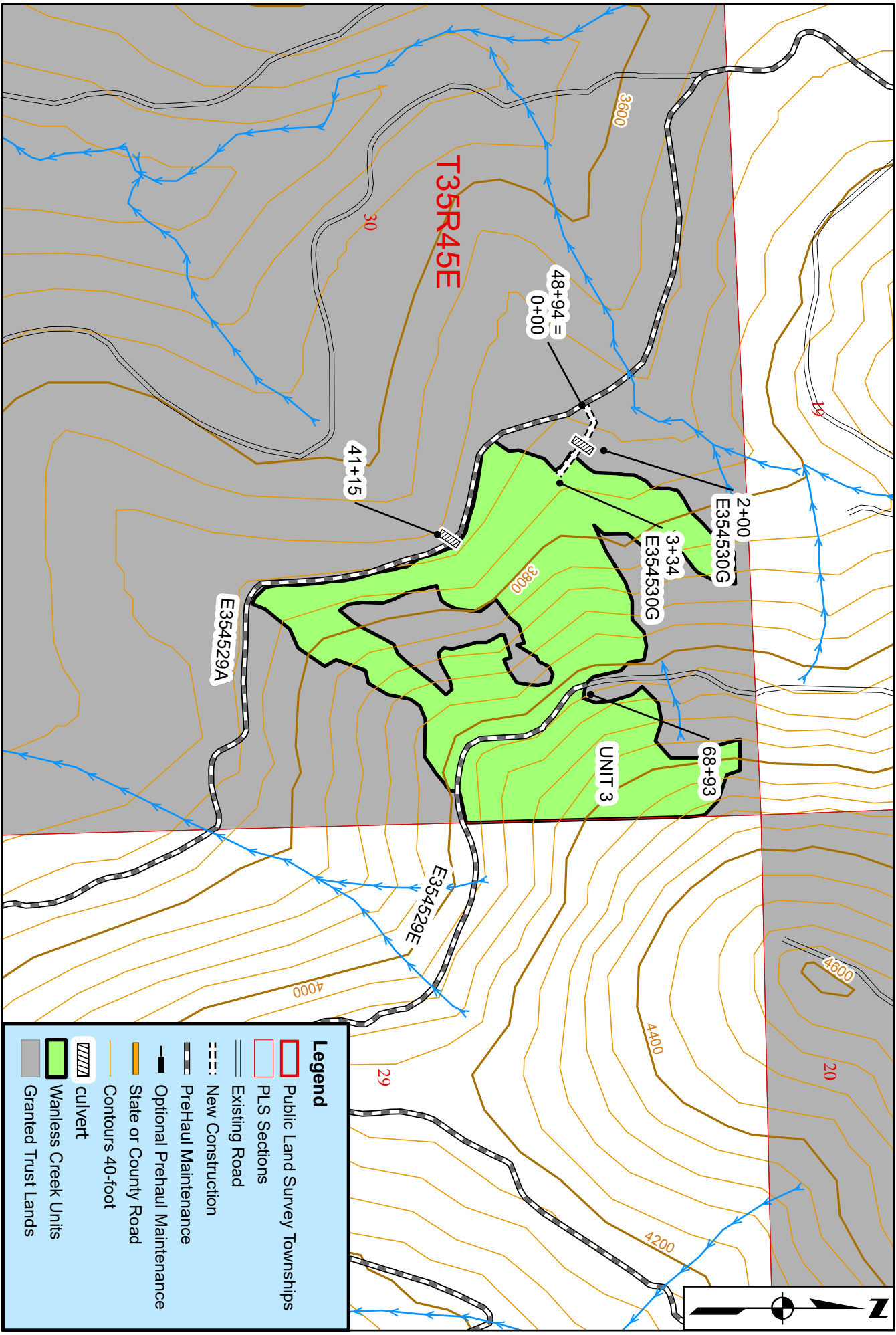
Date: 12/8/2023

Legend

- Public Land Survey Townships
- PLS Sections
- Existing Road
- New Construction
- Prehaul Maintenance
- Optional Prehaul Maintenance
- State or County Road
- Contours 40-foot
- ~ typed stream
- ~ Wanless Creek Units
- Granted Trust Lands

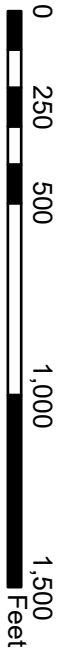


Washington State Department of Natural Resources



Legend

- Public Land Survey Townships
- PLS Sections
- Existing Road
- New Construction
- Prehaul Maintenance
- Optional Prehaul Maintenance
- State or County Road
- Contours 40-foot
- culvert
- Wanless Creek Units
- Granted Trust Lands



1:6,000

Date: 12/8/2023

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

WANLESS CREEK TIMBER SALE ROAD PLAN
PEND OREILLE COUNTY
ARCADIA DISTRICT
NORTHEAST REGION

AGREEMENT NO.: 10-106239

STAFF ENGINEER: TRAVIS PARRY

DATE: 6/19/2024

DRAWN & COMPILED BY: TRAVIS PARRY

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>
E354433A	0+00 to 537+42	Pre-Haul Maintenance
E354426C	0+00 to 28+31	Pre-Haul Maintenance
E354426K	0+00 to 47+65	Pre-Haul Maintenance
E354424E	0+00 to 9+58	Pre-Haul Maintenance
	9+58 to 23+99	Construction
E354530F	0+00 to 21+82	Pre-Haul Maintenance
	21+82 to 31+35	Construction
E354529A	0+00 to 146+40	Pre-Haul Maintenance
E354530G	0+00 to 3+34	Construction
E354519B	0+00 to 37+72	Pre-Haul Maintenance
E354424F	0+00 to 6+18	Construction
E354529E	0+00 to 68+93	Pre-Haul Maintenance
E354521A	0+00 to 150+53	Pre-Haul Maintenance
E354520K	0+00 to 18+29	Construction
E334428E	0+00 to 4+41	Pre-Haul Maintenance
E334429F	0+00 to 10+64	Pre-Haul Maintenance

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
E354426B	0+00 to 204+97	Optional Pre-Haul Maintenance
	6+50	Existing bridge, spread and compact 5 cy of 5/8 inch minus crushed surface rock to each bridge approach
	6+70	Existing traffic gate, close and lock gate each day once contract activities are complete
	204+97	Existing stockpile, approximately 300cy of 3" minus crushed surface rock.

0-4 CONSTRUCTION

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E354424E	9+58 to 23+99	New construction, construct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List. Proposed route follows abandoned existing road prism.
E354530F	21+82 to 31+35	New construction, construct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List.
E354530G	0+00 to 3+34	New construction, construct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List.
	2+00	Install 24" x 30' culvert, spread and compact 10cy 1-1/4 in minus surface rock and armor inlet and outlet with 1/2 cy light loose rip rap for each.
E354424F	0+00 to 6+18	New construction, construct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List.

E354520K	0+00 to 18+29	New construction, construct road in accordance with Typical Section Detail, Rock List, and the Culvert and Drainage List.
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Construction includes, but is not limited to clearing & grubbing, pioneering & decking logs, subgrade construction and compaction, 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.

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
E354433A	0+00 to 537+42	Pre-haul maintenance. Reshape road to provide drainage as needed
	184+49	Intersection with existing E354426B on right
	199+84	Intersection with existing E354426C on left
	280+39	Intersection with existing E354530F on left
	386+63	Intersection with existing E354529A on left
	430+27	Intersection with existing E354529E on left
E354426C	0+00 to 28+31	Pre-haul maintenance. Reshape road to provide drainage as needed
	2+50	Existing traffic gate, close and lock gate each day once contract activities are complete
E354426K	0+00 to 47+65	Pre-haul maintenance. Reshape road to provide drainage as needed
	19+80	Existing bridge, spread and compact 5 cy of 5/8 inch minus crushed surface rock to each bridge approach
E354424E	0+00 to 9+58	Pre-haul maintenance. Reshape road to provide drainage as needed
	9+58	End prehaul maintenance and begin new construction
E354530F	0+00 to 21+82	Pre-haul maintenance. Reshape road to provide drainage as needed
	21+82	End prehaul maintenance and begin new construction

E354529A	0+00 to 146+40	Pre-haul maintenance. Reshape road to provide drainage as needed
	41+15	Replace existing culvert with 24" x 44' culvert, spread and compact 10cy 1-1/4 in minus surface rock and armor inlet and outlet with 1/2 cy light loose rip rap for each.
	48+94	Intersection with new construction E354530G on right
E354519B	0+00 to 37+72	Pre-haul maintenance. Reshape road to provide drainage as needed
	24+54	Intersection with new construction E354424F on left
E354529E	0+00 to 68+93	Pre-haul maintenance. Reshape road to provide drainage as needed
E354521A	0+00 to 150+53	Pre-haul maintenance. Reshape road to provide drainage as needed
	47+36	Replace existing culvert with 18" x 38' culvert, spread and compact 10cy 1-1/4 in minus surface rock and armor inlet and outlet with 1/4 cy light loose rip rap for each.
	109+72	Replace existing culvert with 24" x 28' culvert, spread and compact 10cy 1-1/4 in minus surface rock and armor inlet and outlet with 1/4 cy light loose rip rap for each.
	111+93	Replace existing culvert with 24" x 28' culvert, spread and compact 10cy 1-1/4 in minus surface rock and armor inlet and outlet with 1/4 cy light loose rip rap for each.
	133+76	Intersection with new construction E354520K on left
E334428E	0+00 to 4+41	Pre-haul maintenance. Reshape road to provide drainage as needed
E334429F	0+00 to 10+64	Pre-haul maintenance. Reshape road to provide drainage as needed

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

0-7 POST-HAUL MAINTENANCE

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-7 TEMPORARY ROAD CLOSURE

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

- Centerline marked with orange ribbon for new construction.
- Road stationing marked on orange ribbon and/or pink tags.

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-23 ROAD WORK PHASE APPROVAL

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

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

1-25 ACTIVITY TIMING RESTRICTION

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

November 15 to May 31

1-26 OPERATING DURING CLOSURE PERIOD

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

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 4 inches on jaw run roads.
- Wheel track rutting exceeds 3 inches on crushed rock roads.
- Wheel track rutting exceeds 6 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.

- In the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-32 BRIDGE OR ASPHALT SURFACE RESTRICTION

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

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for the Mill Creek Road approach:

Purchaser shall build up approaches to allow a smooth grade transition between the Mill Creek Road and Leclerc Road. The surface of the Mill Creek Road approach must slope down away from the edge of the Leclerc Road at minimum grade of 2% to a maximum grade of 6% for a distance of 6 feet from the county road shoulder, unless otherwise directed by the Contract Administrator or as shown in the county road approach permit.

1-43 ROAD WORK AROUND UTILITIES

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

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
Mill Creek Road/E354533A	0+00	Overhead power, underground communications	Pend Oreille PUD

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain road(s) in a condition that will allow the passage of light Administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

2-6 CLEANING CULVERTS

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

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

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

2-8 MAINTAINING EROSION CONTROL STRUCTURES

Purchaser shall clean and maintain all erosion control structures. Work must be completed before hauling begins and must be done in accordance with the CULVERT AND DRAINAGE SPECIFICATIONS DETAIL. Excavated material must be scattered outside the grubbing limits.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

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

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 35%.
- Against standing trees.

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the grubbing limits or as directed by the Contract Administrator and in compliance with all other clauses in this road plan.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, wetland, or within the riparian management zone.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 35%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

On all new construction, Purchaser shall scatter organic debris outside of the clearing limits of the road or as directed by the Contract Administrator.

3-30 EXCLUSION OF DOZER BLADES

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

3-31 PILING

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

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

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

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 16 percent favorable and 10 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

On the following road(s), Purchaser shall construct the subgrade to the dimensions shown on the WYE INTERSECTION DETAIL.

<u>Road</u>	<u>Stations</u>
E354524F	0+00
E354520K	0+00

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

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

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

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

4-45 SELECT BORROW

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

4-46 COMMON BORROW

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

4-47 BORROW MATERIAL

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

4-48 NATIVE MATERIAL

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

4-55 ROAD SHAPING

Purchaser shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free. Purchaser shall accomplish all shaping using a motor grader with a minimum of 175 horsepower.

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

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

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

4-61 SUBGRADE COMPACTION

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

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

Purchaser shall compact maintained road surfaces by routing equipment over the entire width.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

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

5-5 CULVERTS

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

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-13 CONTINGENCY CULVERTS

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

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	18" x 64' culvert 18" culvert band

5-15 CULVERT INSTALLATION

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

5-16 APPROVAL FOR LARGER CULVERT INSTALLATION

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

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

5-20 ENERGY DISSIPATERS

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

5-21 DOWNSPOUTS AND FLUMES

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

5-25 CATCH BASINS

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

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except for temporary culverts. Headwalls shall also be constructed at all culverts identified on the CULVERT AND DRAINAGE LIST that specifies the placement of rock. Rock shall be placed by zero drop height methods. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameters above the top of the culvert.

5-27 ARMORING FOR CULVERTS

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

5-30 DRIVABLE WATERBAR CONSTRUCTION

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

5-31 ROLLING DIP CONSTRUCTION

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

5-33 NATIVE SURFACE ROADS

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

SECTION 6 – ROCK AND SURFACING

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
Existing Stockpile	204+97 E354426B Road	3" minus crushed	Apprx. 300CY

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.

6-12 ROCK SOURCE SPECIFICATIONS

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

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

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

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.

- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- All vehicle access to the top of the pit faces must be blocked.

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale shall not exceed 5% of the total volume mined in that source.
- Oversize material is defined as rock fragments larger than three feet in any dimension.
- Oversized rock that exceeds the maximum allowable amount shall be reduced and stockpiled.
- Contractor shall notify the Contract Administrator a minimum of 3 working days before blasting operations.
- Contractor shall submit an informational drilling and shooting plan to the Contract Administrator 3 working days before any drilling.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads and trails before blasting operations.

6-25 FINES

% Passing U.S. #40 sieve	100%
% Passing U.S. #200 sieve	0%

The portion of aggregate retained on the No. 200 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

6-26 5/8-INCH MINUS CRUSHED ROCK

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

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

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.

6-38 4-INCH IN-PLACE ROCK

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

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

6-50 LIGHT LOOSE RIP RAP

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

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

6-80 WATERING FOR DUST ABATEMENT

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

7-70 GATE CLOSURE

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

<u>Road</u>	<u>Station</u>	<u>Comment</u>
E354426B	6+70	Close and lock gate each day once contract activities are complete
E354426C	2+50	Close and lock gate each day once contract activities are complete

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

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

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
E354433A	0+00 to 537+42	Post haul grading
E354426B	0+00 to 204+97	Post haul grading if road was used for contract activities
E354426C	0+00 to 28+31	Post haul grading
E354426K	0+00 to 47+65	Post haul grading
E354424E	0+00 to 9+58	Post haul grading
	9+58 to 23+99	Post haul grading
E354530F	0+00 to 21+82	Post haul grading
	21+82 to 31+35	Post haul grading
E354529A	0+00 to 146+40	Post haul grading
E354530G	0+00 to 3+34	Post haul grading
E354519B	0+00 to 37+72	Post haul grading
E354424F	0+00 to 6+18	Post haul grading
E354529E	0+00 to 68+93	Post haul grading
E354521A	0+00 to 150+53	Post haul grading
E354520K	0+00 to 18+29	Post haul grading
E334428E	0+00 to 4+41	Post haul grading
E334429F	0+00 to 10+64	Post haul grading

9-10 LANDING DRAINAGE

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

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-17 CORRUGATED PLASTIC CULVERT

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

10-18 CORRUGATED STEEL STRUCTURAL PLATE

Structural plate culverts must be galvanized steel meeting AASHTO M-167 (ASTM A-761) specifications.

10-20 FLUME AND DOWNSPOUT

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

10-21 METAL BAND

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

10-22 PLASTIC BAND

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

10-23 RUBBER CULVERT GASKETS

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

10-24 GAUGE AND CORRUGATION

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

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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

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

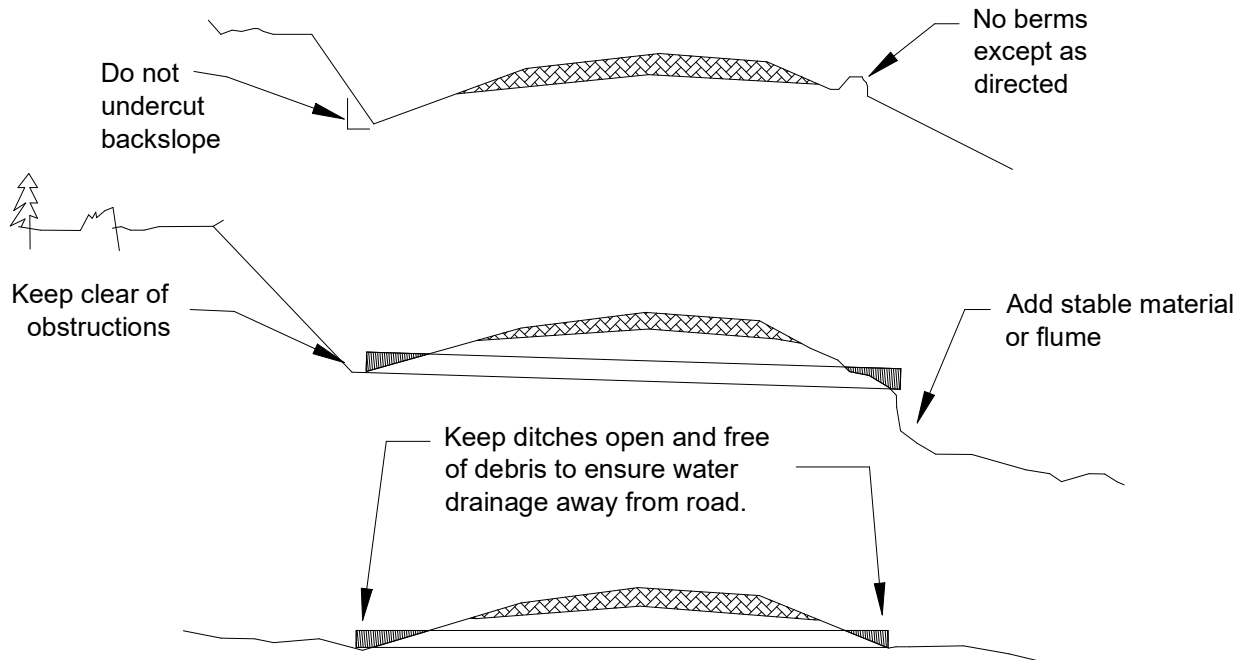
FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Termination of Use or End of Season

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

Debris

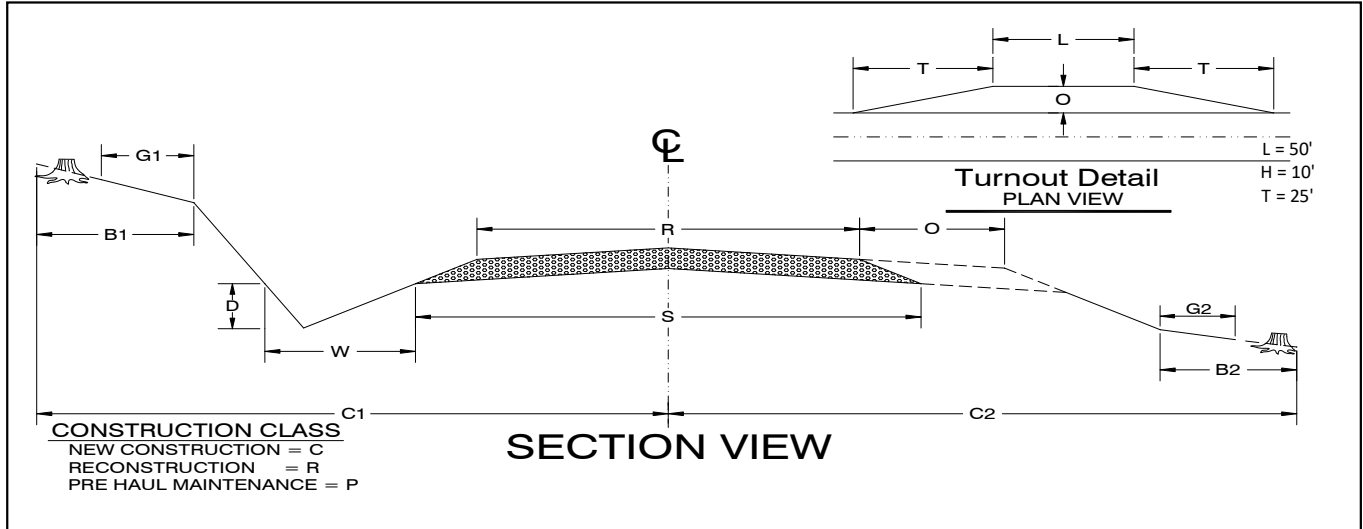
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Application No.: 30-106239 Name of Sale: Wanless Creek Date: 12/8/2023

TYPICAL SECTION SHEET

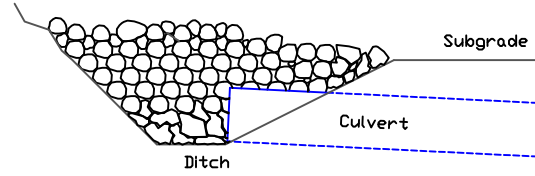
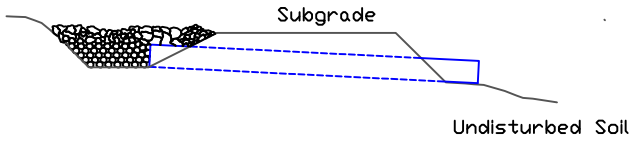


ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	FULL BENCH	TOLERANCE CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	INSLOPE "/10'	OUTSLOPE "/10'	CROWN " AT CL	DITCH WIDTH (W)	DITCH DEPTH (D)	DITCH 2 SIDES	GRUBBING CUT BANK (G1)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (B1)	ROAD FILL CLEARING (B2)	R/W CUT CLEARING (C1)	R/W FILL CLEARING (C2)
E354433A	0+00	537+42	P		C	14'	12'	subgrade shape varies											
* E354426B	0+00	204+97	P		C	14'	12'	subgrade shape varies											
E354426C	0+00	28+31	P		C	14'	12'	subgrade shape varies											
E354426K	0+00	47+65	P		C	14'	12'	subgrade shape varies											
E354424E	0+00	9+58	P		C	14'	12'	subgrade shape varies											
E354424E	9+58	23+99	C		C	14'	12'	4						3	3	10	10		
E354530F	0+00	21+82	P		C	14'	12'	subgrade shape varies											
E354530F	21+82	31+35	C		C	14'	12'	4						3	3	10	10		
E354529A	0+00	146+40	P		C	14'	12'	subgrade shape varies											
E354530G	0+00	3+34	C		C	14'	12'	4						3	3	10	10		
E354519B	0+00	37+72	P		C	14'	12'	subgrade shape varies											
E354424F	0+00	6+18	C		C	14'	12'	4						3	3	10	10		
E354529E	0+00	68+93	P		C	14'	12'	subgrade shape varies											
E354521A	0+00	150+53	P		C	14'	12'	subgrade shape varies											
E354520K	0+00	18+29	C		C	14'	12'	4						3	3	10	10		
E334428E	0+00	4+41	P		C	14'	12'	subgrade shape varies											
E334429F	0+00	10+64	P		C	14'	12'	subgrade shape varies											

*Optional

CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1

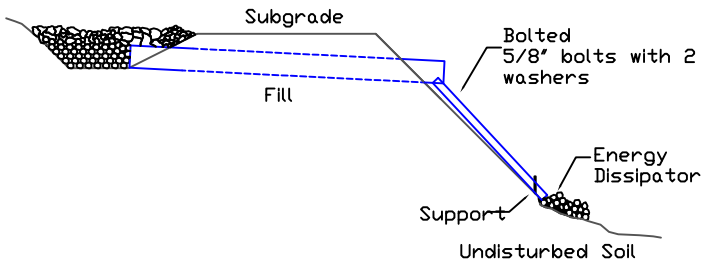
HEADWALLS



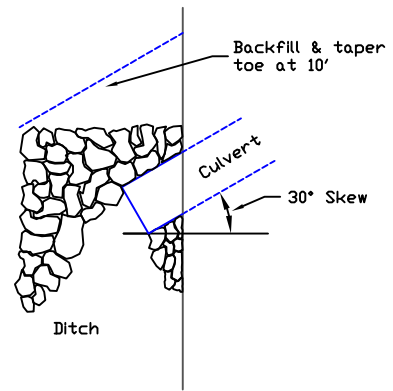
Headwall to be constructed of material that will resist erosion

FLUME

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

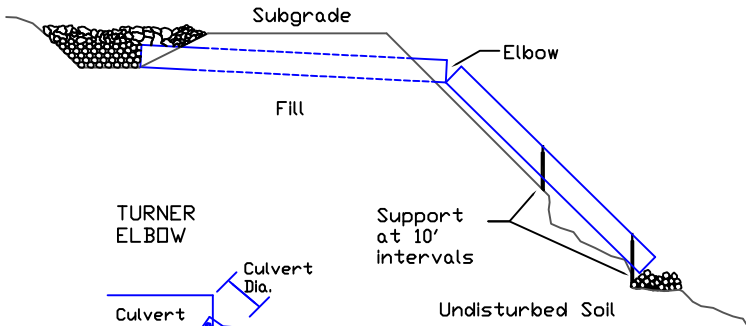


PLAN VIEW

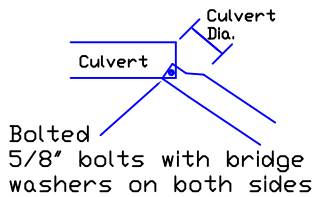


DOWNSPOUT

Use where ground conditions are irregular.



TURNER ELBOW

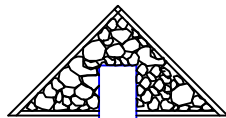


CULVERT BACKFILL & BASE PREPARATION (For Culverts Less Than 36")

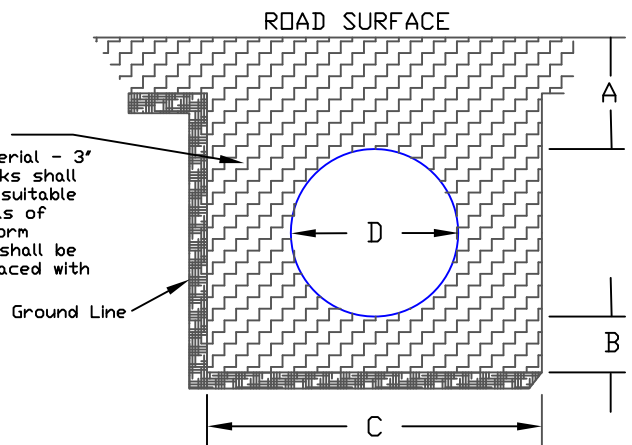
Minimum Cover	Minimum Bed Depth	Min. Trench Width	Nominal Diameter
A	B	C	D
12"	6"	36"	18"
12"	6"	42"	24"
12"	6"	48"	30"
12"	6"	54"	36"

DISSIPATOR SPEC'S Size In Culvert Diameters

Area 2 X 2
Depth 1
Aggregate 1/3



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



BRUSHING DETAIL - D2

TYPICAL BRUSHING LIMITS SECTION

BRUSHING LIMITS

Trim all limbs, vegetation, and down logs that fall within brushing limits.

14' min

width varies

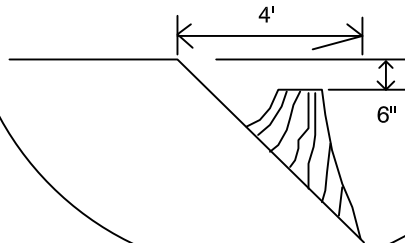
C1

C2

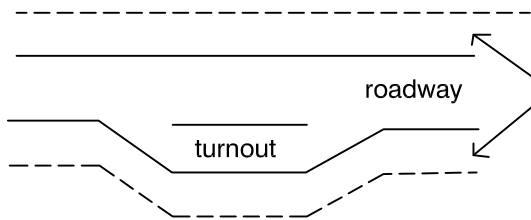
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem.

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



Brushing limits as shown on typical section

TURNOUT BRUSHING PLAN

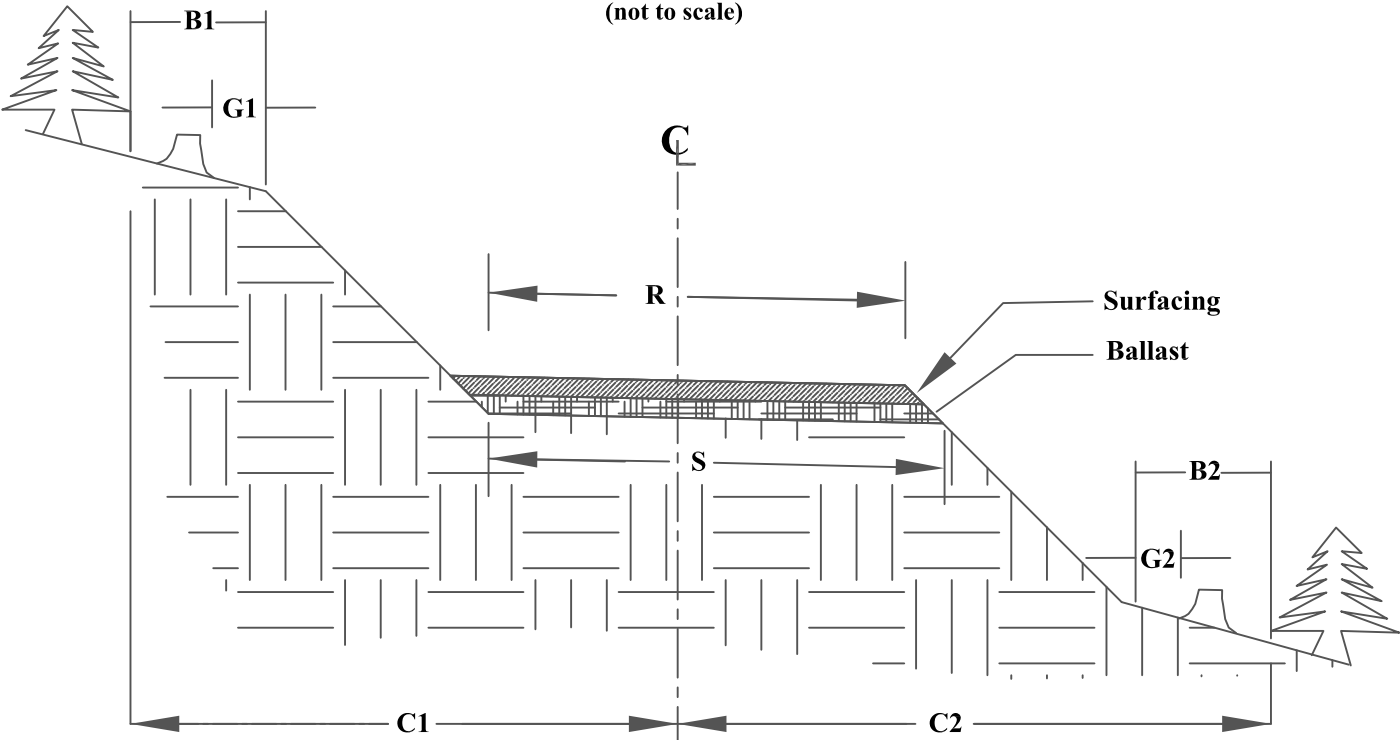
extra 4' brushing limits on inside of curve.

50' taper

50' taper

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

OUTSLOPED ROAD CROSS-SECTION DETAIL D3



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

STANDARD 30° ROLLING DIP - D5

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

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

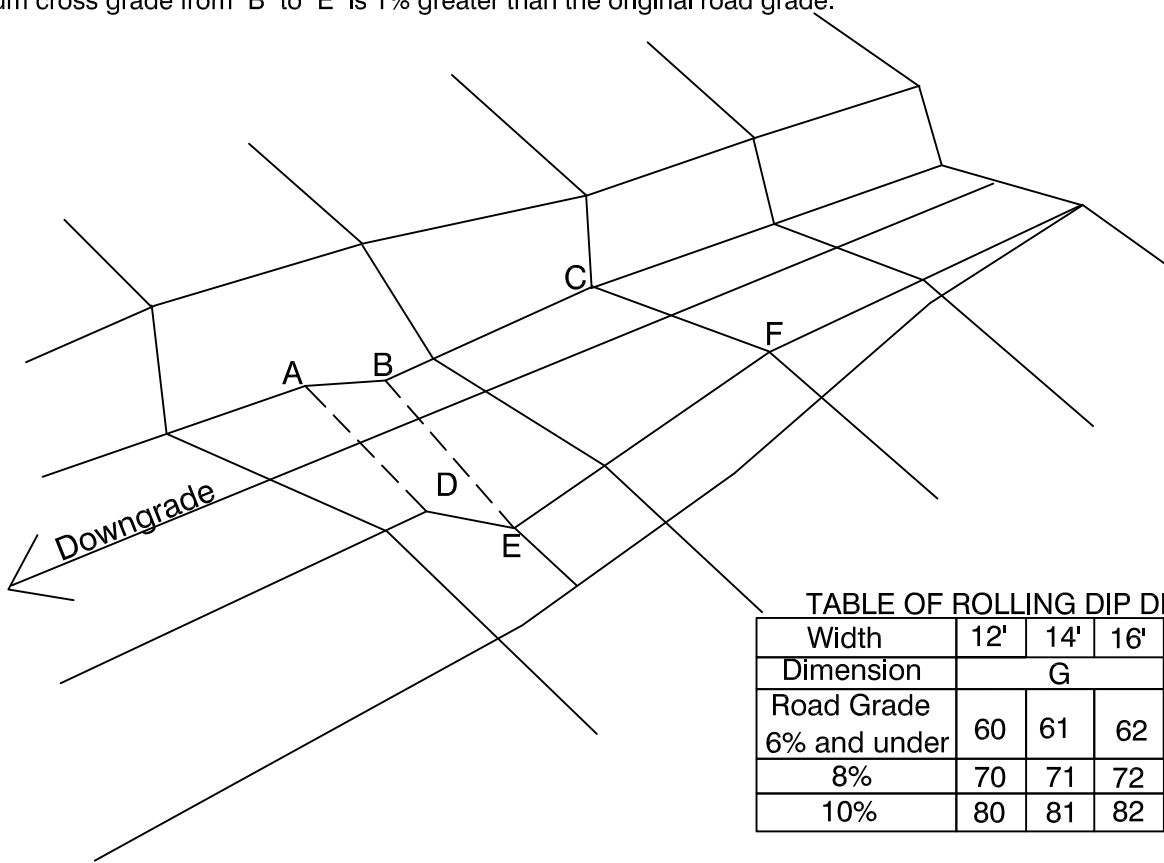
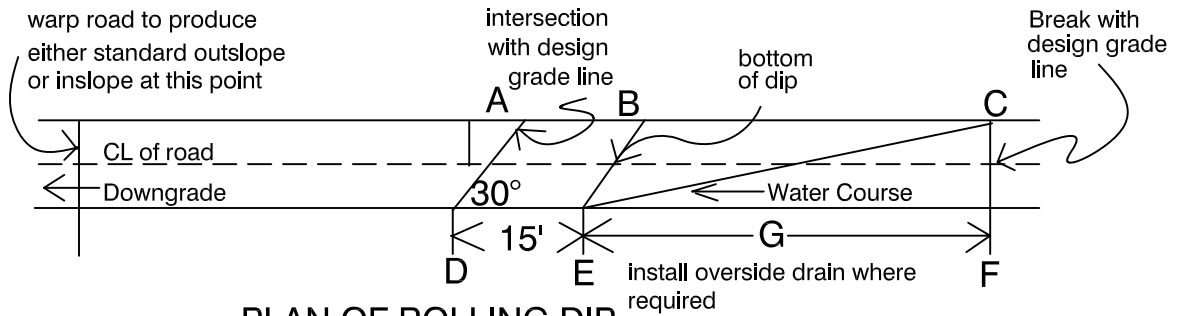
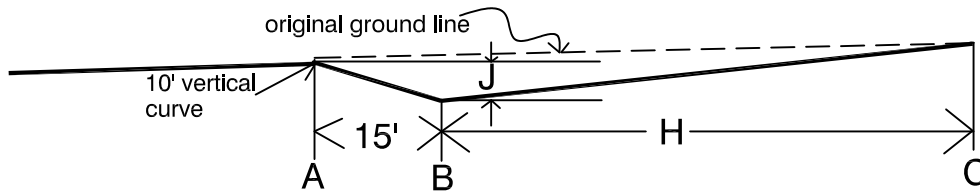


TABLE OF ROLLING DIP DIMENSIONS

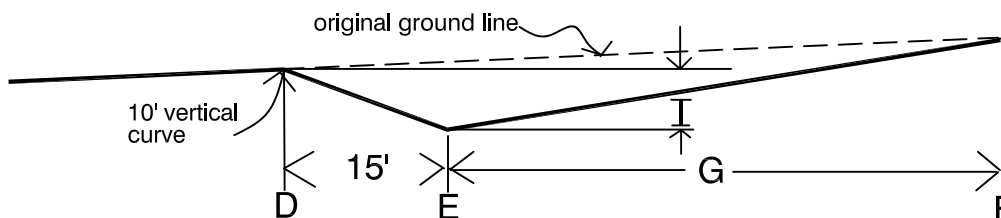
Width	12'	14'	16'	ALL		
Dimension	G			H	I	J
Road Grade 6% and under	60	61	62	52	.8	0.3
8%	70	71	72	62	1.0	0.2
10%	80	81	82	72	1.1	0.1



PLAN OF ROLLING DIP



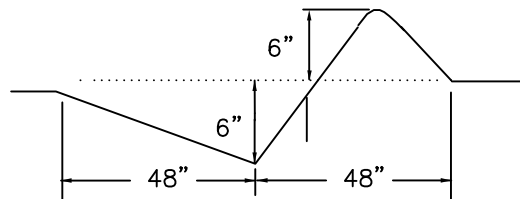
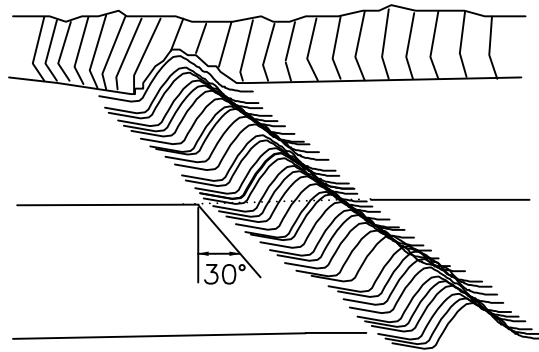
ROAD PROFILE ALONG A-B-C OF ROLLING DIP



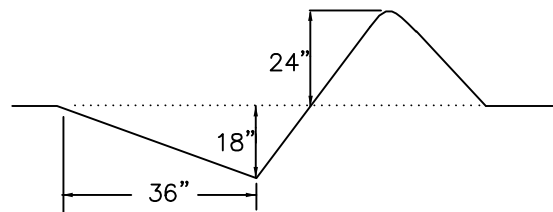
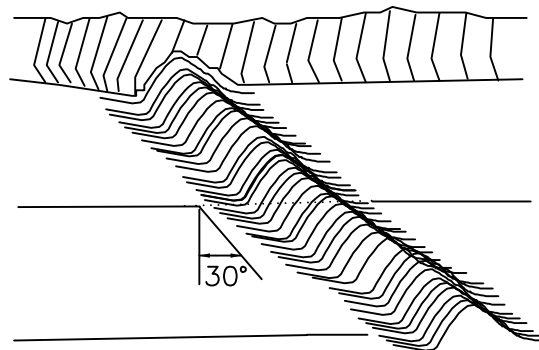
ROAD PROFILE ALONG D-E-F OF ROLLING DIP

WATERBAR DETAIL—D6

DRIVABLE WATERBAR



NON DRIVABLE WATERBAR

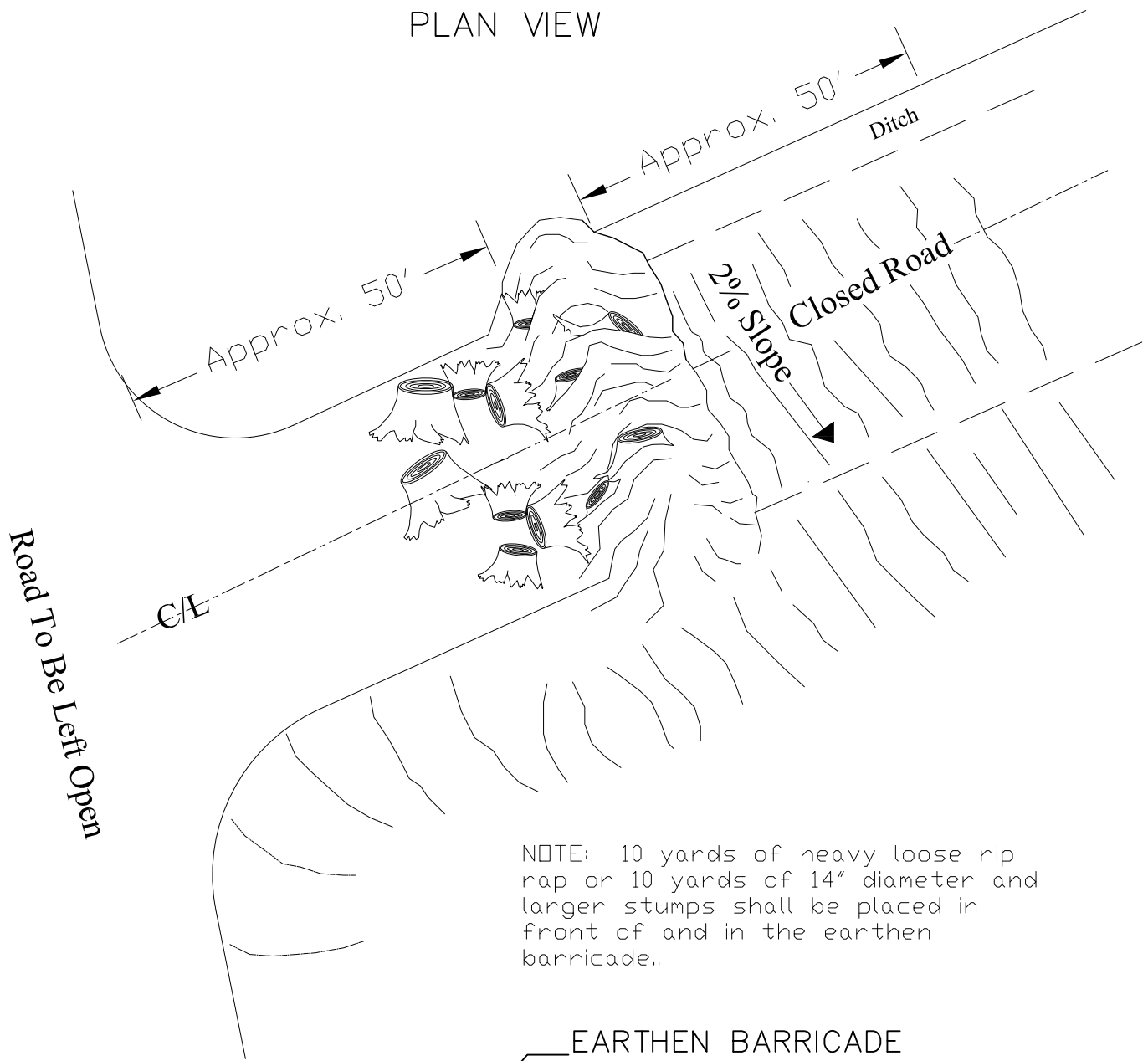


1. Waterbar construction for forest roads Specifications are average and may be adjusted to conditions.
2. Waterbar shall keyed into the bank.
3. The waterbar shall be outsloped for proper drainage.
4. Rock outlet if fill slope is present.

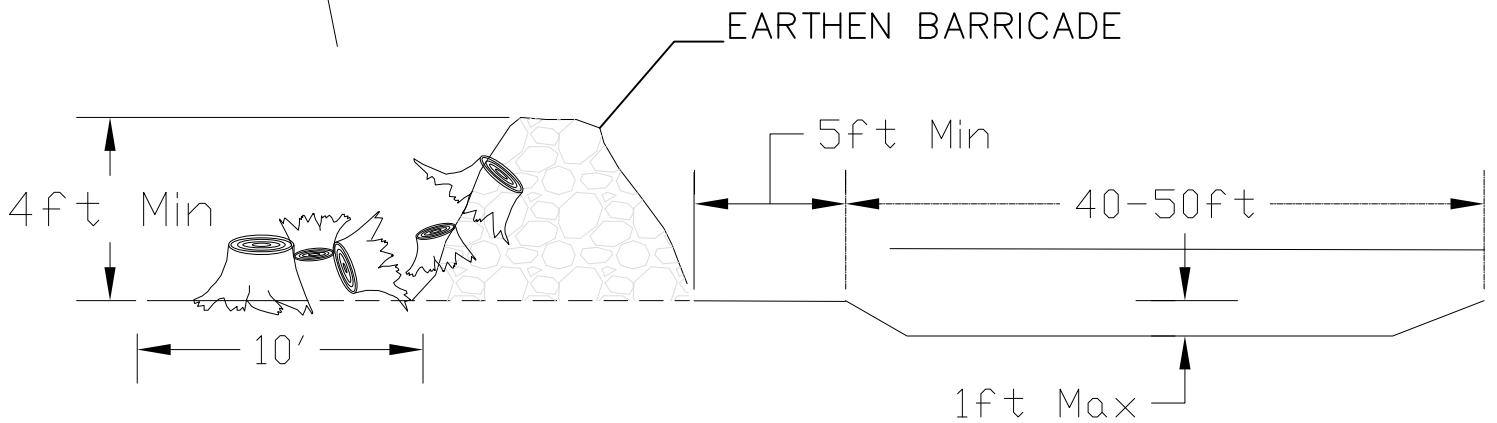
Revised: 05/21/2012

EARTHEN BARRICADE DETAIL-D8

PLAN VIEW

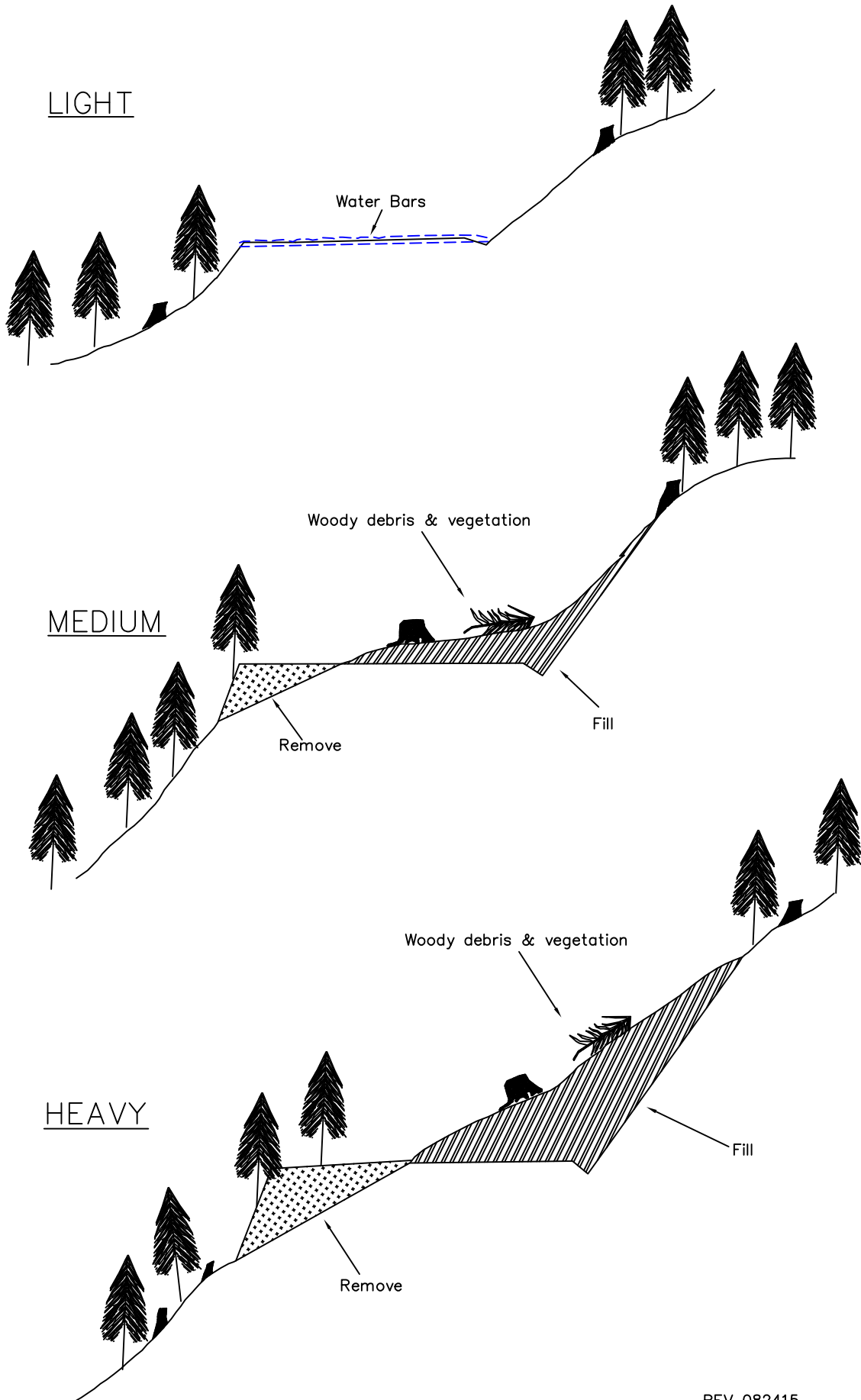


NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stumps shall be placed in front of and in the earthen barricade..

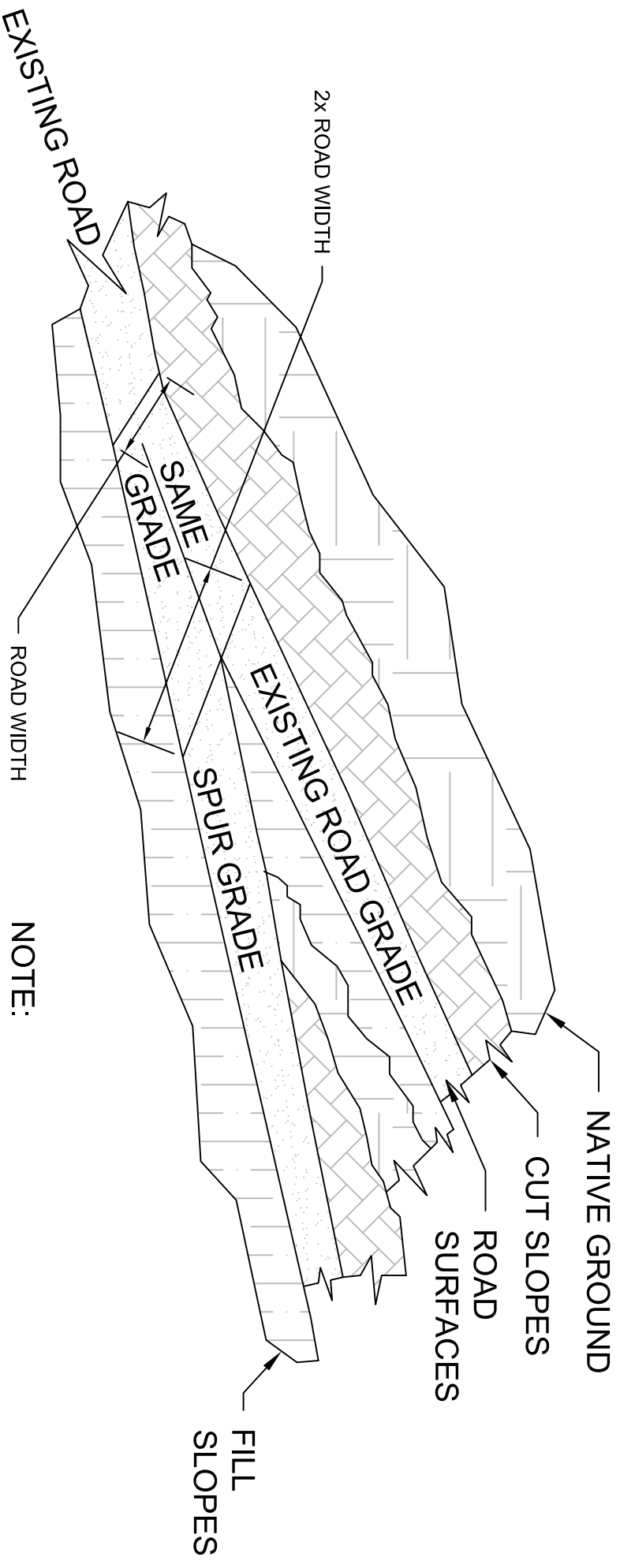


Note: $\frac{1}{3}$ of stumps or rip rap shall be partially buried in the earthen barricade and/or road surface.

ROAD ABANDONMENT DETAIL-D12
CROSS SECTIONS



DETAIL D17 - WYE INTERSECTION DETAIL



NOTE:

The existing road and the spur road shall have the same grade until the roads are completely separated. The roads shall not separate until twice the road width has been achieved.

Sale Name: WANLESS CREEK SUMMARY - Road Development Costs

REGION: Northeast
 DISTRICT: Arcadia

CONTRACT #: 30-106239

ENGINEER: Travis Parry
 DATE: 12/8/2023

	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Decommission</i>	<i>Abandonment</i>
ROAD NUMBERS: Comments:	E354424E, E354530F, E354530G, E354424F, E354520K		E354433A, E354426B, E354426C, E354426K, E354424E, E354530F, E354529A, E354519B, E354529E, E354521A, E334228E, E334429F		
ROAD STANDARD:	<i>Construction</i>	<i>Reconstruction</i>	<i>Maintenance</i>	<i>Decommission</i>	<i>Abandonment</i>
NUMBER OF STATIONS:	51.75	0.00	1268.38	0.00	0.00
CLEARING & GRUBBING:	\$2,588	\$0	\$1,903	\$0	0
EXCAVATION AND FILL:	\$15,783	\$0	\$2,609	\$0	\$0
MISC. MAINTENANCE:	\$776	\$0	\$41,857	\$0	\$0
ROAD ROCK:	\$0	\$0	\$2,400	\$0	\$0
ADDITIONAL ROCK:	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:	\$1,500	\$0	\$6,520	\$0	\$0
STRUCTURES/MATERIALS:	\$0	\$0	\$0	\$0	\$0
	\$20,647	\$0	\$55,288	\$0	\$0

TOTAL COSTS:	\$20,647	\$0	\$55,288	\$0	\$0
COST PER STATION:	\$398.98	\$0.00	\$43.59	\$0.00	\$0

	<i>\$/per move</i>	<i># of moves</i>	<i>Total</i>
MOBILIZATION:	\$2,100	2	\$4,200

additional rock, culverts, tax \$22,187

TOTAL (All Roads) = \$102,322
SALE VOLUME mbf = 5,781
TOTAL \$/MBF = \$17.70

Sale Name: WANLESS CREEK SUMMARY - Road Development Costs

Real Estate Excise Tax	
AFF#	<u>EDM</u>
Date Pd	
Original	
Amt Pd	<u>NONE</u>
Int	Pen
Stevens County Treasurer Deputy	
By <u>[Signature]</u>	Date <u>3-10-04</u>

2004 0002461 PAGE 5 OF 37
 STEVENS COUNTY WASHINGTON

**STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 EASEMENT EXCHANGE**

Easement No. 50-071670/55-002357

This Agreement is between RILEY CREEK LUMBER COMPANY, a corporation its affiliates, successors, assigns and subsidiaries, herein called "Riley Creek" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of June 20, 2003 "Effective Date "

Consideration.

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

In addition to the conveyance of easements, State shall pay sixty-nine thousand eight hundred forty five dollars (\$69,845) in U S currency to Riley Creek prior to or concurrent with executing this Agreement

Conveyances.

A To State Riley Creek hereby grants, conveys, and warrants to State, its successors and assigns, permanent, non-exclusive easements over parcels of land in Pend Oreille County legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of the center line of roads located approximately as shown on Exhibit B-1, B-2, B-3, B-5, B-7, B-9, B-10, B-11, B-12, B-13, B-16, and B-19 (hereafter Easement Area or Road)

OFF. VOL. 307 PAGE 2291

B To Riley Creek State hereby grants and conveys, to Riley Creek, its successors and assigns, permanent, non-exclusive easements over parcels of land in Pend Oreille and Stevens Counties legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of the center line of roads located approximately as shown on Exhibit B-4, B-6, B-8, B-9, B-12, B-14, B-15, B-17, B-18, B-19, B-20, B-21 (hereafter Easement Area or Road)

Purpose. The easements are conveyed to provide ingress and egress to and from lands owned or hereafter acquired by each party for resource management and administrative activities, including, but not limited to, hauling timber products, valuable materials such as sand, gravel, stone and minerals, special forest products such as tree boughs and brush, performing management activities associated with forestlands, such as reforestation, routine ongoing inventory and stocking control, leasing and managing communication, grazing and agricultural sites, and leasing for resource activities consistent with county zoning and other terms and conditions included in this easement. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct each respective Easement Area subject to the restrictions set forth hereafter. No rights of public access are granted by either party under this Agreement.

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

Reservations. Each fee owner reserves all rights incident to fee ownership of the Easement Area on their respective lands and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the Easement Area on its land, the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise, and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Each fee owner may grant to third parties any and all rights reserved on its land.

Timber or other profits of the land may be removed by the easement holder where reasonably necessary to use the easement area, but the fee owner shall be entitled to the market value of the material removed. Each fee owner reserves the right to relocate the Easement Area on its own land. If the fee owner relocates the Easement Area on its sole initiative, the fee owner shall construct the relocated Easement Area to the standards existing at the time of relocation at its sole expense.

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

OFF. VOL. 307 PAGE 2292

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

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

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

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

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

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

OFF: 307-2293
VOL: 2293

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of the easement holder's use, which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

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

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

Weed Control on State's Easement Area. All methods of chemical weed control on State Land shall be reported to State at the region office within 30 days after the weed control activities. No aerial spraying is permitted on State land without prior approval by State.

Waste. An easement holder shall not cause nor permit any filling activity to occur in or on the Easement Areas, except by prior written approval of the fee owner. An easement holder shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Areas except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq*), or the Washington Model Toxic Control Act (MTCA RCW 70 105D 010). An easement holder shall immediately notify the fee owner if the easement holder becomes aware of any release or threatened release of hazardous substance on the Easement Areas or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Areas arising out of any action of the easement holder, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the easement holder shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws. Any cleanup shall be performed in an approved manner.

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Survey Markers. An easement holder shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the landowner, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at the easement holder's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58 24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

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

Before using any of said rights granted herein and at its own expense, the Riley Creek shall obtain and keep in force during the term of this agreement and require its contractors, sub-contractors, or other permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Riley Creek against liability arising out of its operations, including use of vehicles. In addition the State shall require its Permittees and Assignees to obtain and keep in force the same insurance. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows.

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto"
- (d) Riley Creek shall comply with all State of Washington workers' compensation statutes and regulations. Except as prohibited by law, Riley Creek waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial general liability or commercial umbrella liability insurance

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All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. 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, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, shall furnish State with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate must reference the State's easement number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48 18 RCW or Chapter 48 15 RCW).

Riley Creek shall include all contractors, sub-contractors and permittees as insureds under all required insurance policies, or shall furnish or have in its possession separate certificates of insurance and endorsements for each. Contractors, sub-contractors and permittees must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and permittees to comply with insurance requirements does not limit Riley Creek liability or responsibility.

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

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

If Riley Creek is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Riley Creek must describe its financial condition and the self-insured funding mechanism".

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

To Start

To Riley Creek

Department of Natural Resources
Northeast Region
P O Box 190
Colville, WA 99114-0190

Riley Creek Lumber Company
P O Box 220
LaCiede, ID 83841

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

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

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

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

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

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

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

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

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

Dated 6-13, 2003

RILEY CREEK LUMBER COMPANY
By: [Signature]
Title [Signature]
P O Box 220
LaClede, ID 83841

Dated 6/20/3, 20

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
By: [Signature]
DOUG SUTHERLAND
Commissioner of Public Lands
1111 Washington ST SE
MS- 47001
Olympia, WA 98504-7001

Affix Seal of Commissioner
of Public Lands

Approved as to Form
August 8, 2002
by Jim Schwartz
Assistant Attorney General
State of Washington



files\misc\50-071670_55-002357 doc

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REPRESENTATIVE ACKNOWLEDGEMENT

State of Idaho

County of Bonner

I certify that I know or have satisfactory evidence that Marc A. Brintmeyer is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged ^{him} as the President of RILEY CREEK LUMBER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated 6-13-03

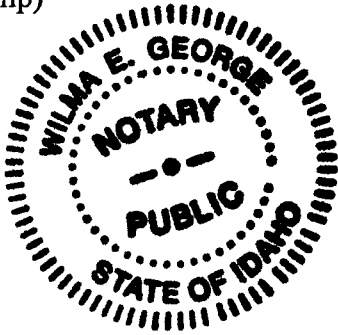
Wilma E. George

(Signature)

(Seal or Stamp)

Wilma E. George

(Print Name)



Notary Public in and for the State of
~~Washington~~, residing at Priest River
Idaho
My appointment expires 3-25-05

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STATE ACKNOWLEDGEMENT

State of Washington

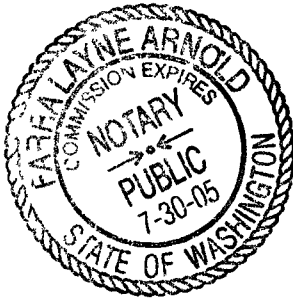
County of Thurston

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

Dated June 20, 2003

Farra Layne Arnold
(Signature)

(Seal or stamp)



Farra Layne Arnold

(Print Name)

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

Olympia

My appointment expires 7.30.05

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EXHIBIT A
Burdened Parcels

State:

SW1/4NE1/4, SE1/4NW1/4, N1/2SW1/4, W1/2SE1/4, Section 5, Township 35 North, Range 41 East, W M , Stevens County, Washington

SW1/4NE1/4, W1/2NW1/4, SE1/4NW1/4, SE1/4SW1/4, S1/2SE1/4, Section 36, Township 30 North, Range 45 East, W M Government Lots 2 and 3, SW1/4NE1/4, S1/2NW1/4, SW1/4, Section 4, W1/2NE1/4, Section 9, all in Township 31 North, Range 43 East, W M. NW1/4, NW1/4SW1/4, Section 12, NE1/4NE1/4, NW1/4NW1/4, Section 14, E1/2, Section 16, NE1/4SE1/4, Section 22, E1/2NE1/4, Section 26, S1/2NE1/4, N1/2SE1/4, Section 28, NE1/4, Section 30, all in Township 35 North, Range 44 East, W M. W1/2NW1/4, Section 18, Township 35 North, Range 45 East, W M , Pend Oreille County, Washington.

Riley Creek:

N1/2NW1/4, Section 9, Township 31 North, Range 43 East, W M. W1/2NW1/4, SE1/4NW1/4, SW1/4, Section 1, S1/2SE1/4, Section 10, S1/2, Section 11, NW1/4, NW1/4SW1/4, Section 13, NE1/4, E1/2SW1/4, NW1/4SE1/4, Section 15, E1/2NW1/4, SW1/4, Section 22; W1/2SW1/4, Section 23, SW1/4NW1/4, Section 25, W1/2NW1/4, S1/2, Section 26, N1/2NW1/4, SW1/4NW1/4, NW1/4SW1/4, Section 27; NE1/4, NE1/4NW1/4, S1/2NW1/4, N1/2SW1/4, SE1/4SW1/4, SE1/4, Section 35, all in Township 35 North, Range 44 East, W M , Pend Oreille County

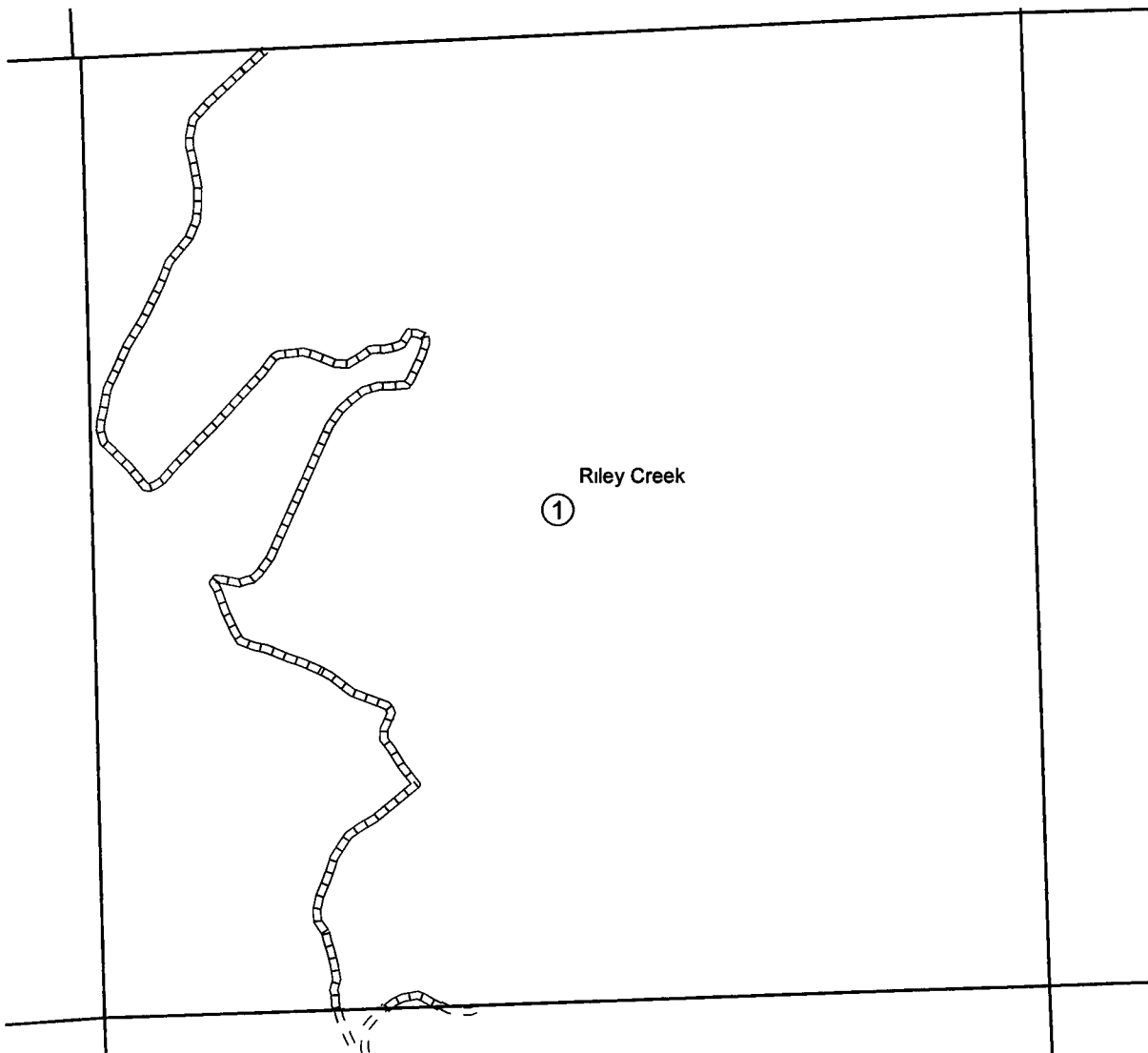
OFF. VOL. 307 PAGE 2301

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-1



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

Prepared by S M

Draft Dated 11/20/01

Page 12 of 33

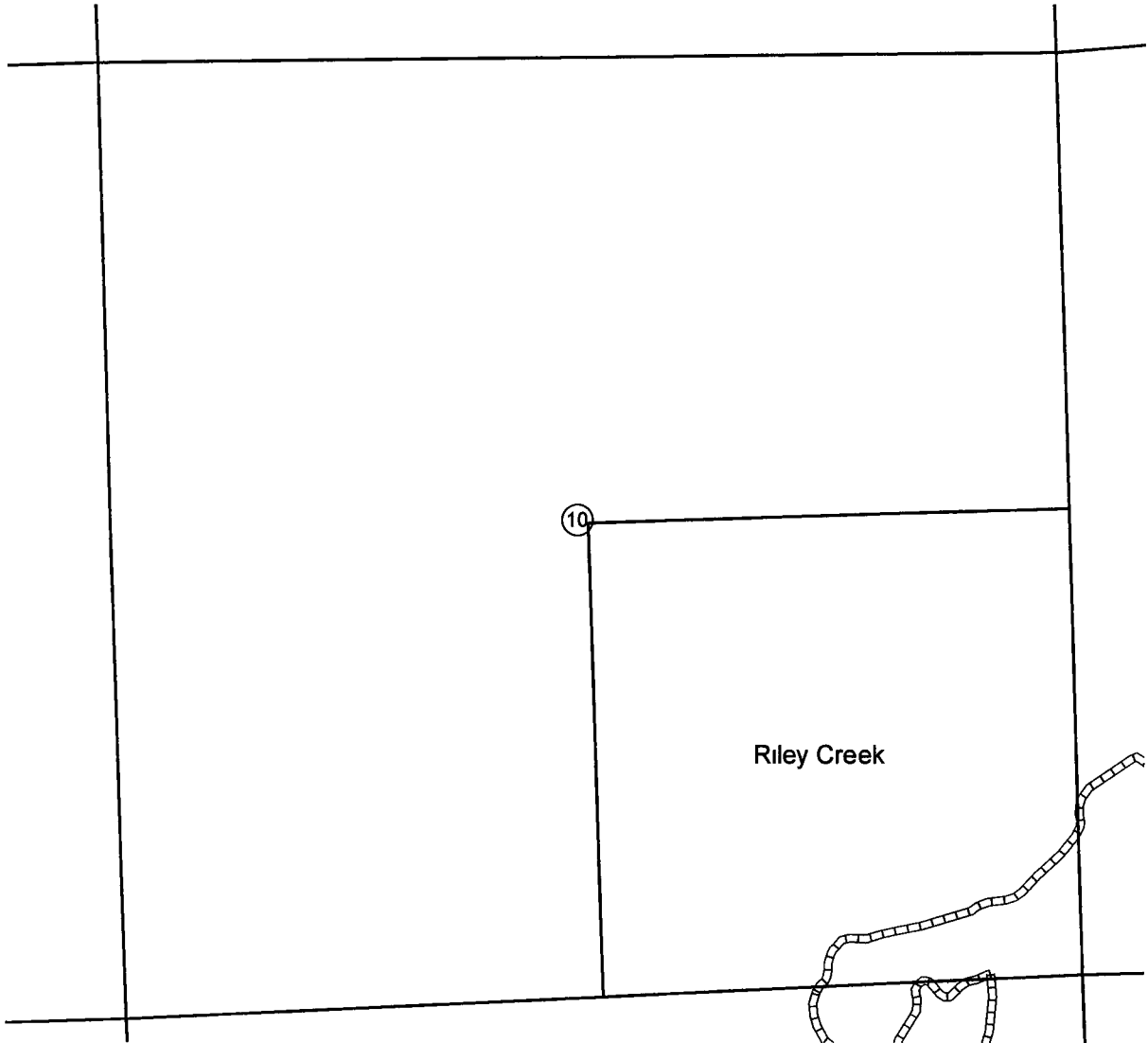
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 – 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

- Proposed Riley Creek To State
- ===== Proposed State To Riley Creek
- Existing Agreement Road

Exhibit B-2

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

Prepared by S M

Draft Dated 11/20/01

Page 13 of 33

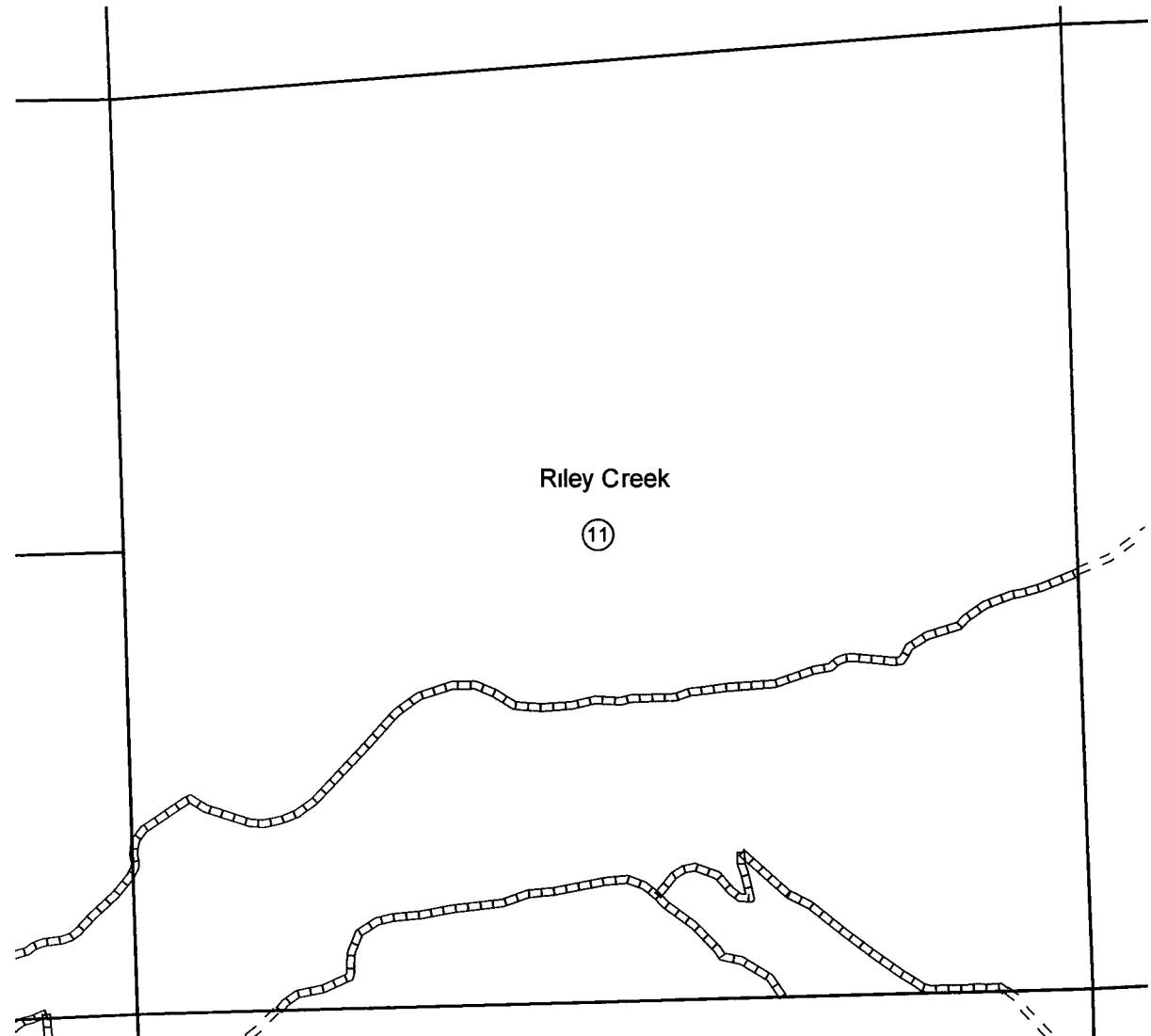
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

- ▬▬▬▬▬ Proposed Riley Creek To State
- ▬▬▬▬▬ Proposed State To Riley Creek
- ▬▬▬▬▬ Existing Agreement Road

Exhibit B-3



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

Prepared by S M

Draft Dated 11/20/01

Page 14 of 33

Easement No 50-071670/55-002357

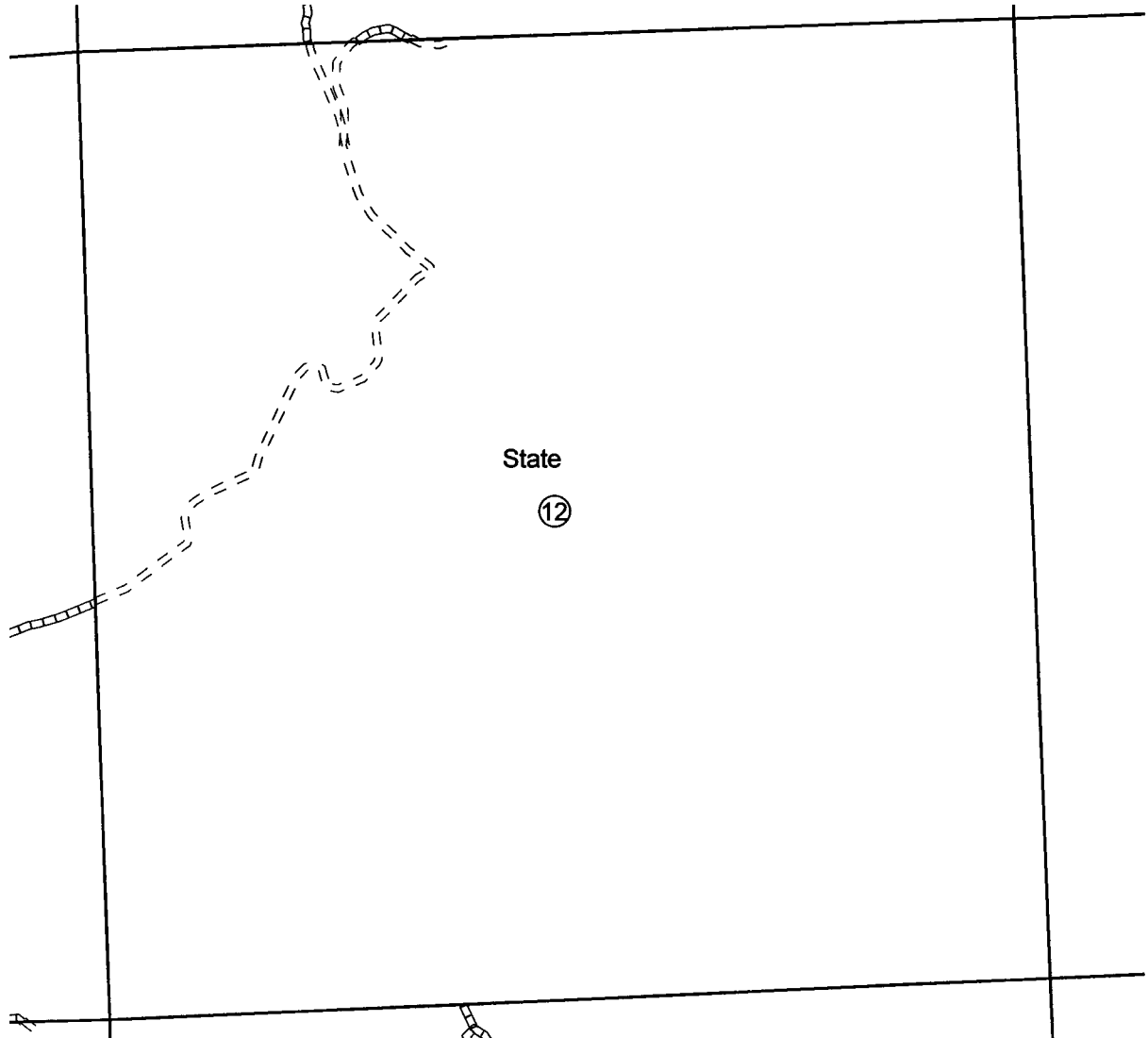
OFF. VOL. 307 PAGE 2304

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Easement No 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



State

12

1 inch equals 1,000 feet

-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-4



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

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Draft Dated 11/20/01

Page 15 of 33

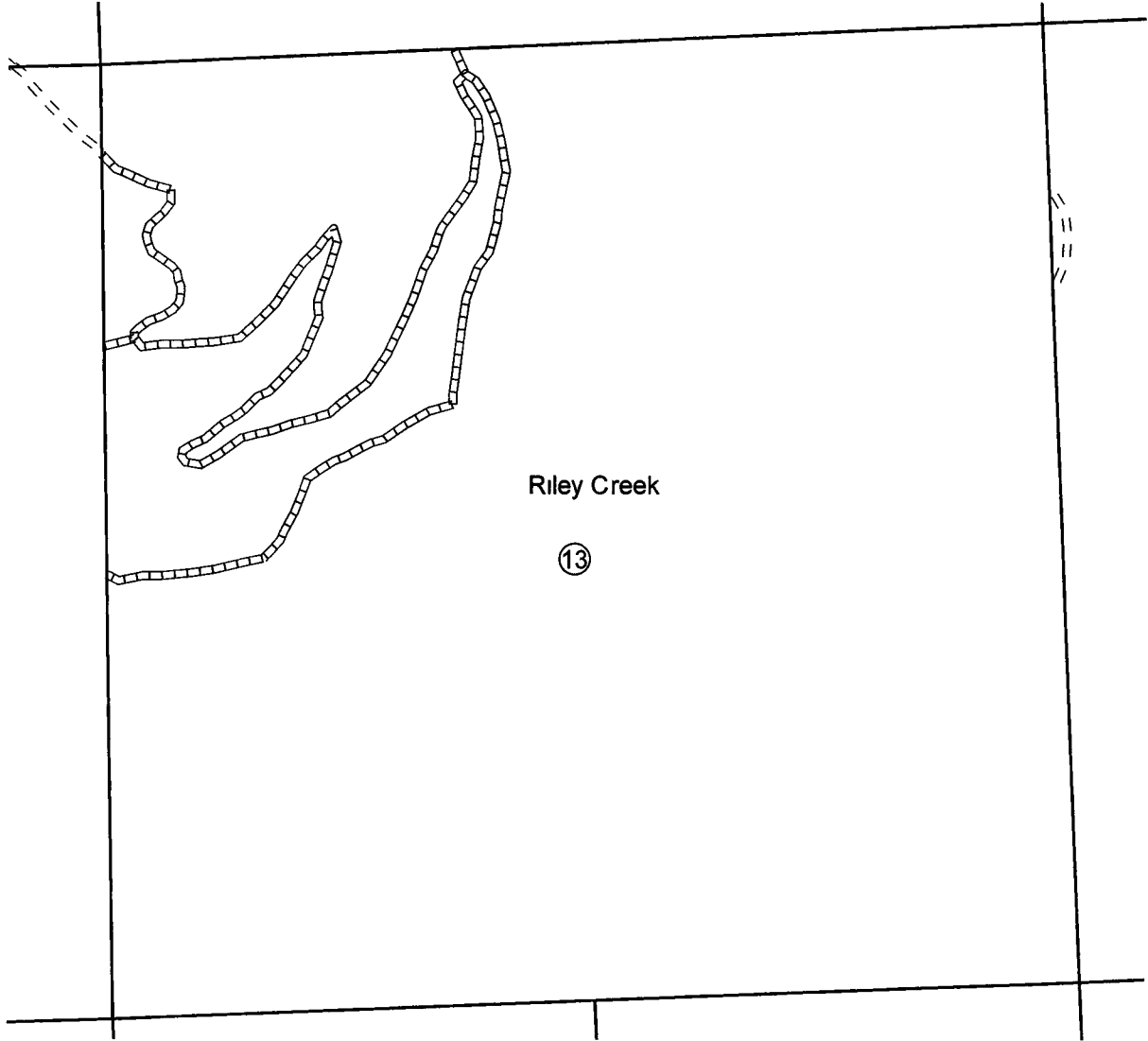
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 – 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

- Proposed Riley Creek To State
- === Proposed State To Riley Creek
- Existing Agreement Road

Exhibit B-5



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

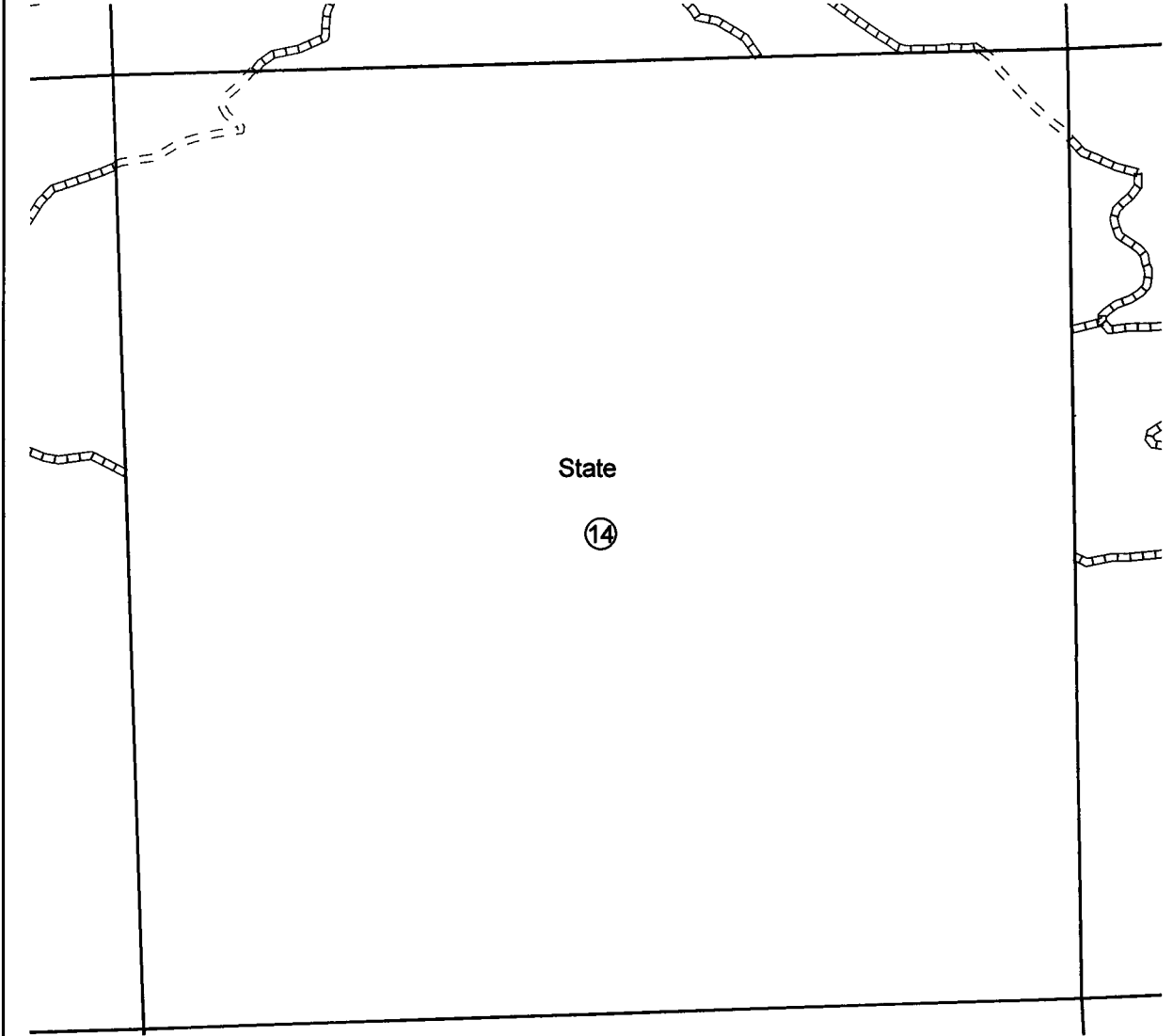
Prepared by S M

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



State

14

1 inch equals 1,000 feet

-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-6



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

Prepared by S M

Draft Dated 11/20/01

Page 17 of 33

Easement No 50-071670/55-002357

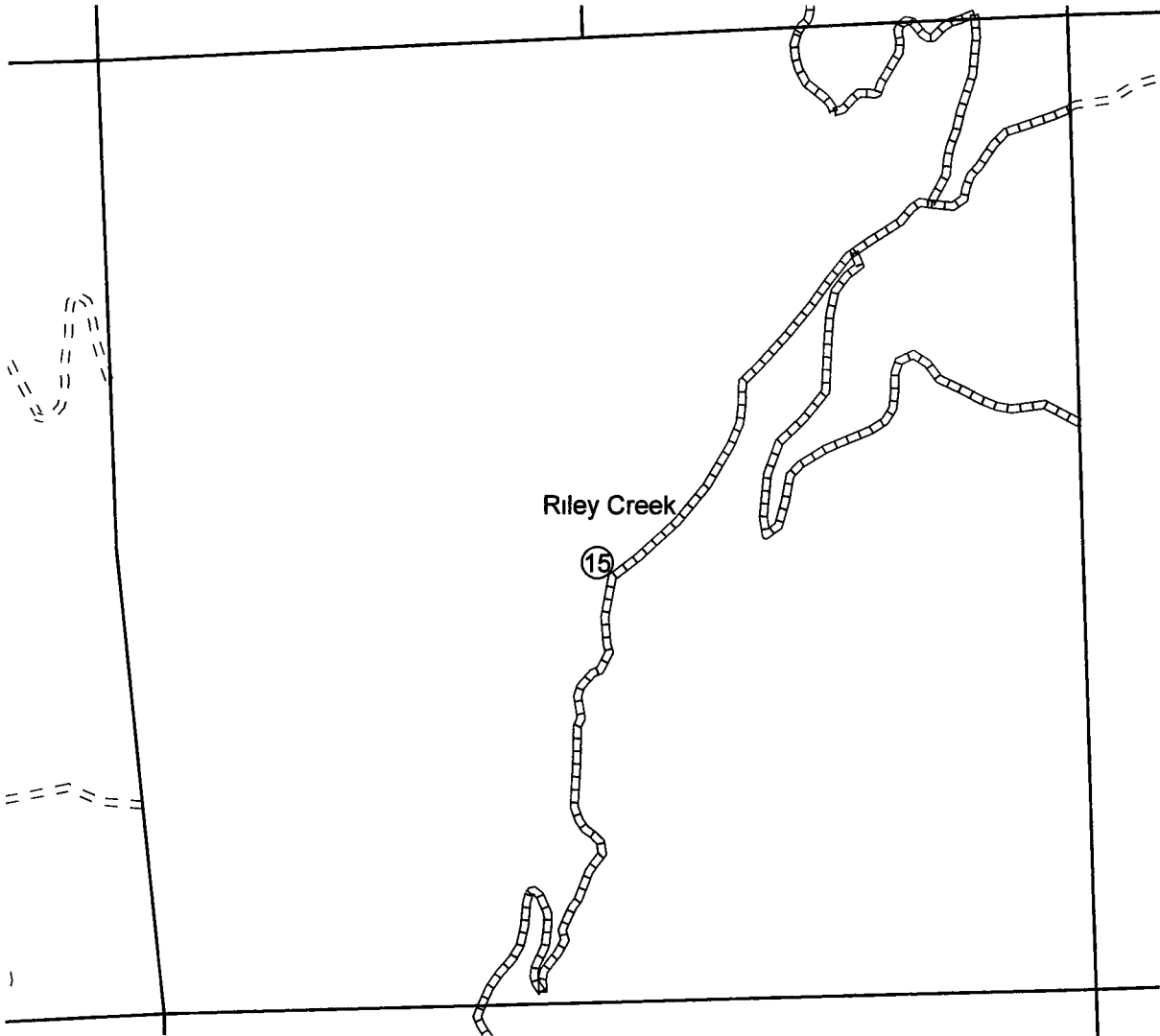
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VOL: 307

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

- ▬▬▬▬ Proposed Riley Creek To State
- - - Proposed State To Riley Creek
- ▬▬▬ Existing Agreement Road

Exhibit B-7



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

Prepared by S M

Draft Dated 11/20/01

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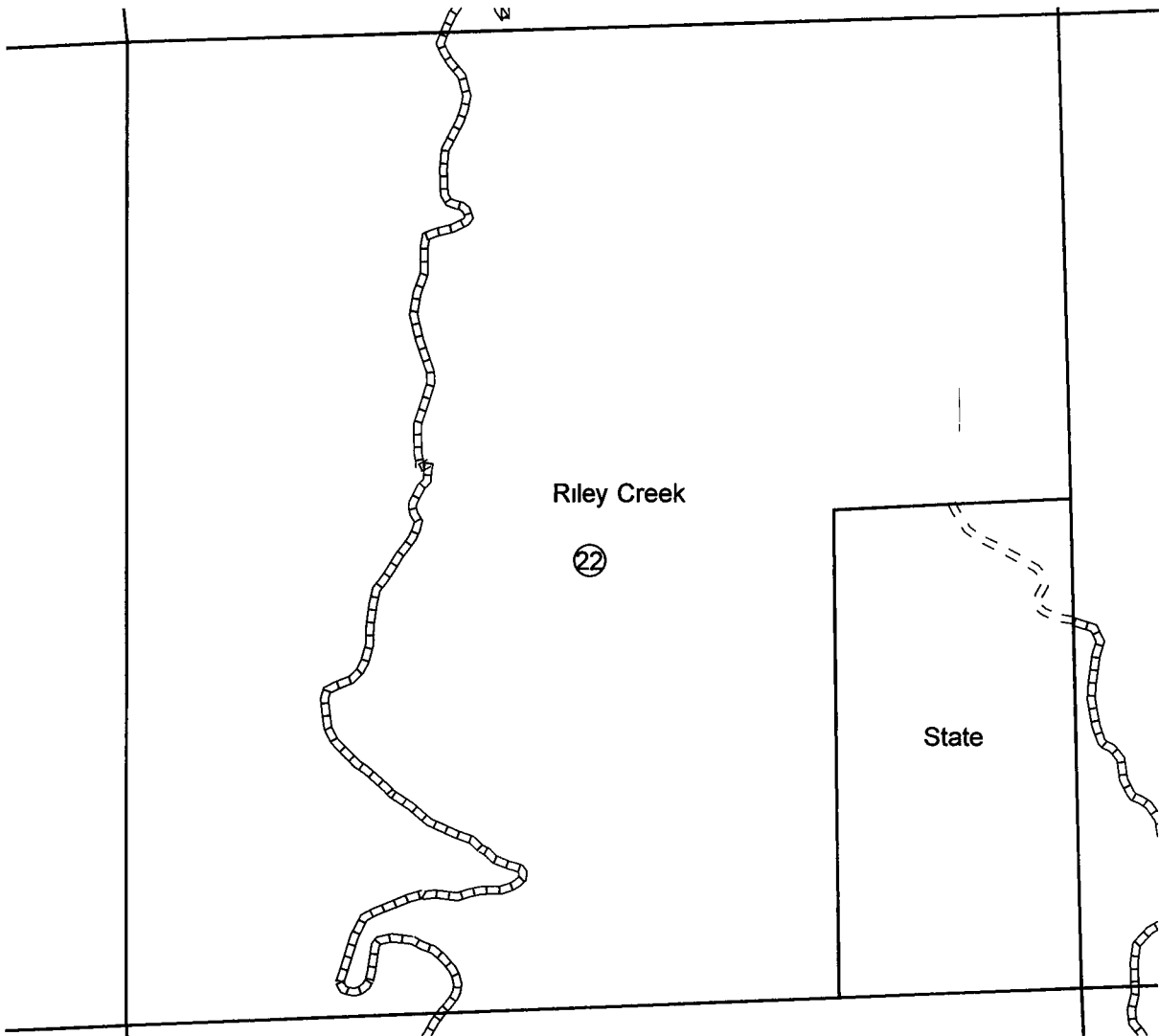
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670 / 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-9



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

Prepared by S M

Draft Dated 11/20/01

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Easement No 50-071670/55-002357

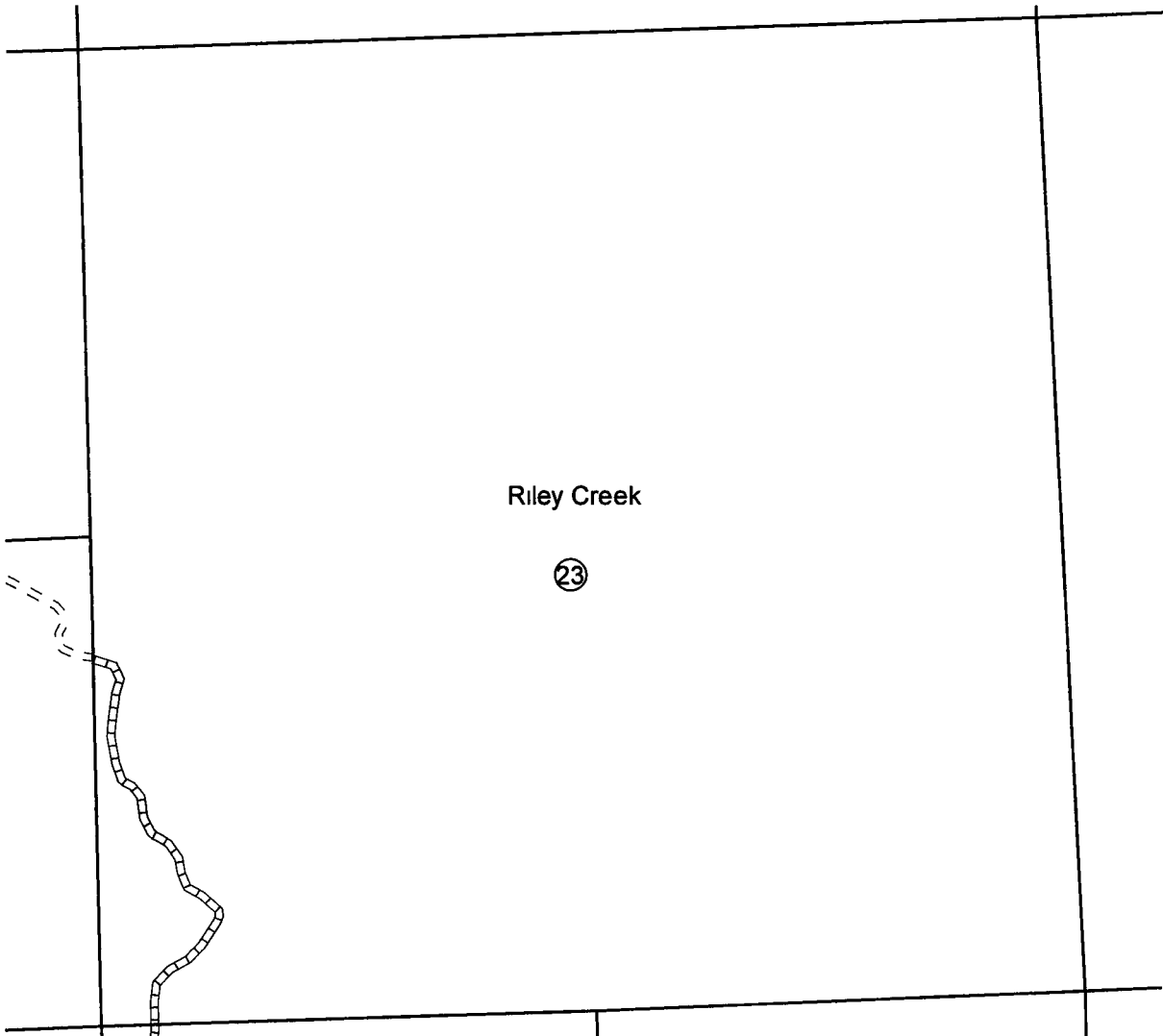
OFF. 307 VOL. 2310

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet




-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-10



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

Prepared by S M

Draft Dated 11/20/01

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Easement No. 50-071670/55-002357

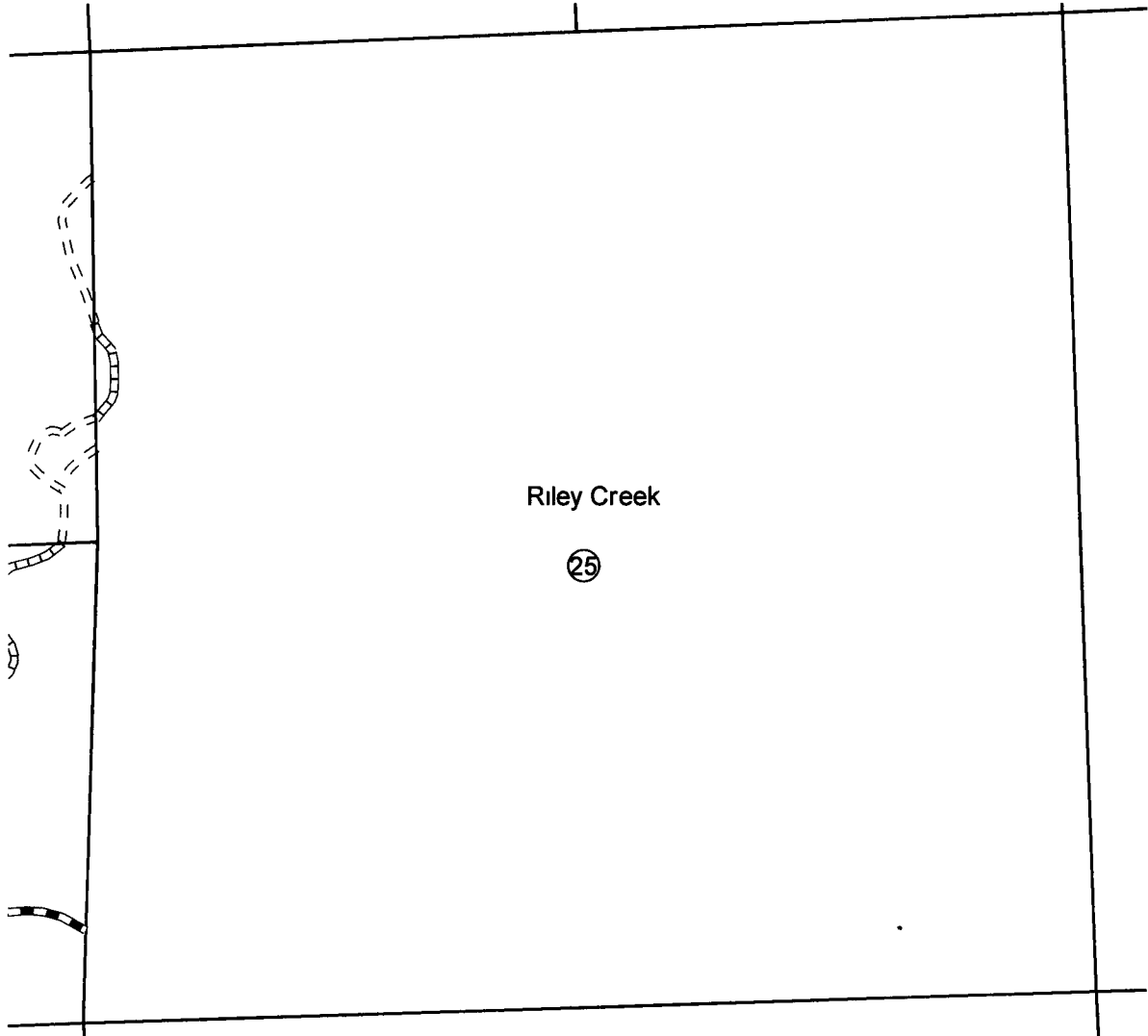
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VOL. 307 PAGE 2311

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet




-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-11



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

Prepared by S M

Draft Dated 11/20/01

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Easement No 50-071670/55-002357

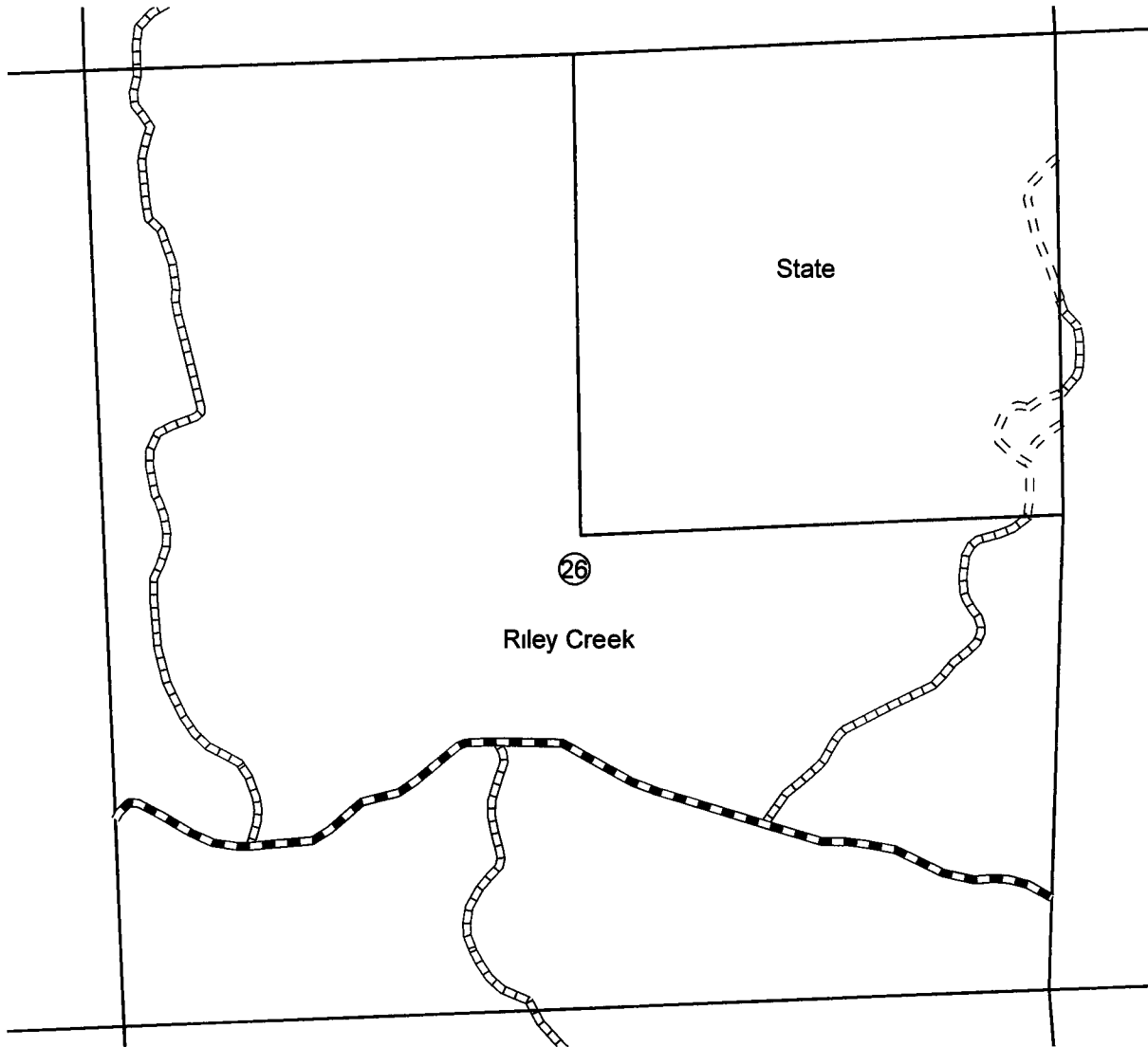
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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 – 002357 / 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



26

Riley Creek

State

1 inch equals 1,000 feet

- ▬▬▬▬ Proposed Riley Creek To State
- - - Proposed State To Riley Creek
- ▬▬▬ Existing Agreement Road

Exhibit B-12



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

Prepared by S M

Draft Dated 11/20/01

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Easement No 50-071670/55-002357

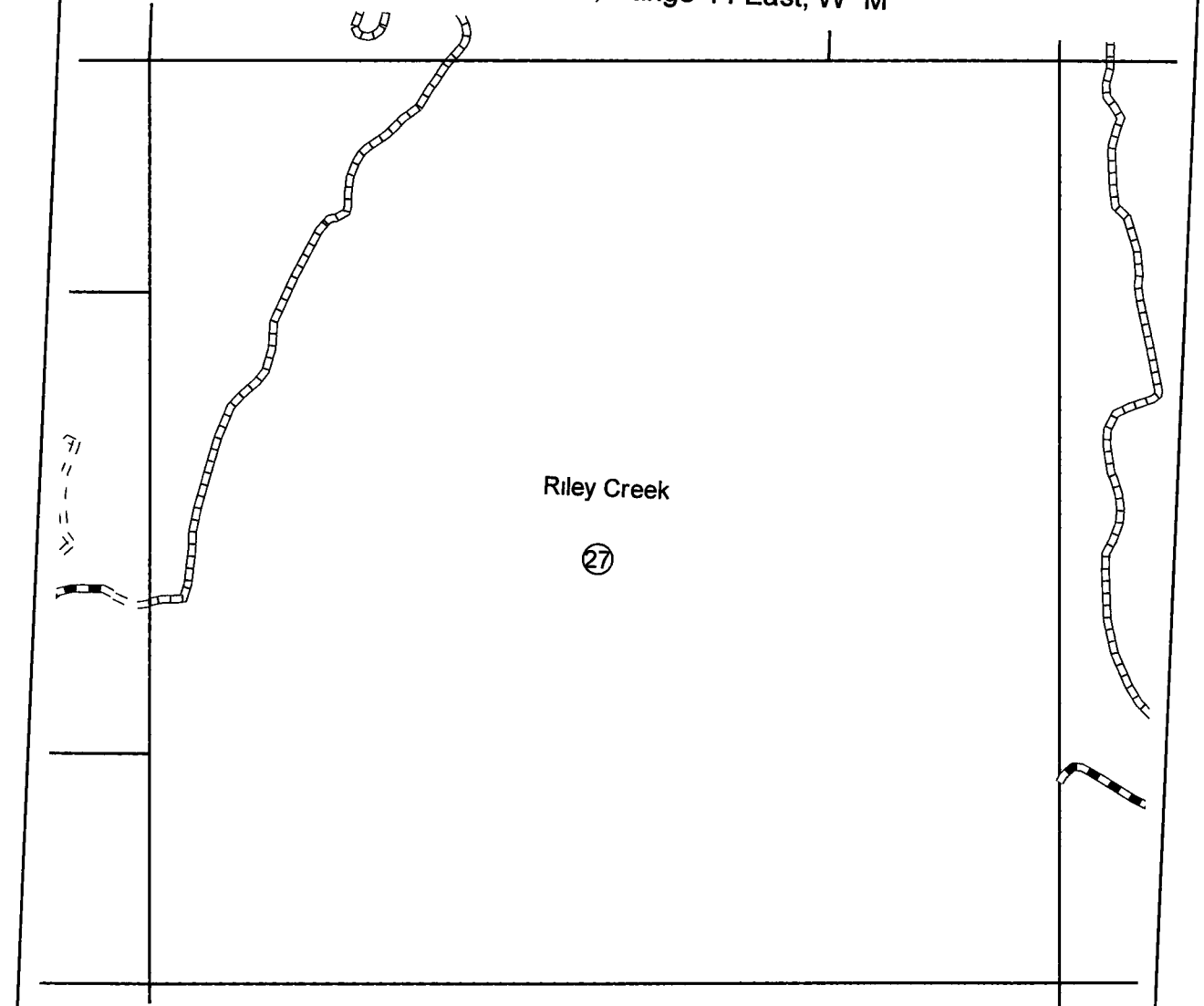
OFF. 307 VOL. 2313

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet




-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-13



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

Draft Dated 11/20/01

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Prepared by S M

Easement No 50-071670/55-002357

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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 – 071670 County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

- ▬▬▬▬ Proposed Riley Creek To State
- - - Proposed State To Riley Creek
- ▬▬▬ Existing Agreement Road

Exhibit B-14



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

Prepared by S M

Draft Dated 11/20/01

Page 25 of 33

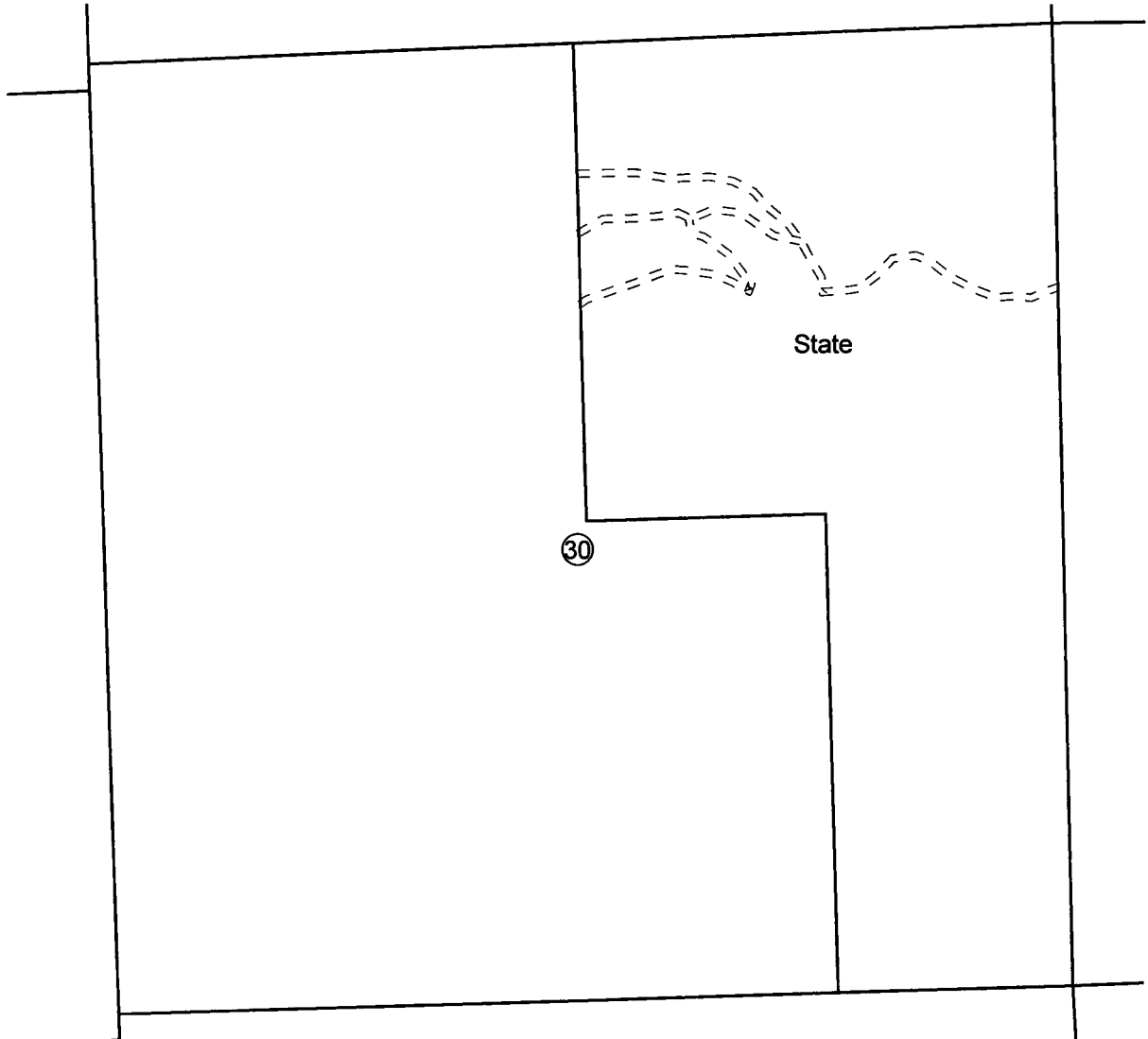
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

- □ □ □ Proposed Riley Creek To State
- = = = Proposed State To Riley Creek
- — — Existing Agreement Road

Exhibit B-15



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

Prepared by S M

Draft Dated 11/20/01

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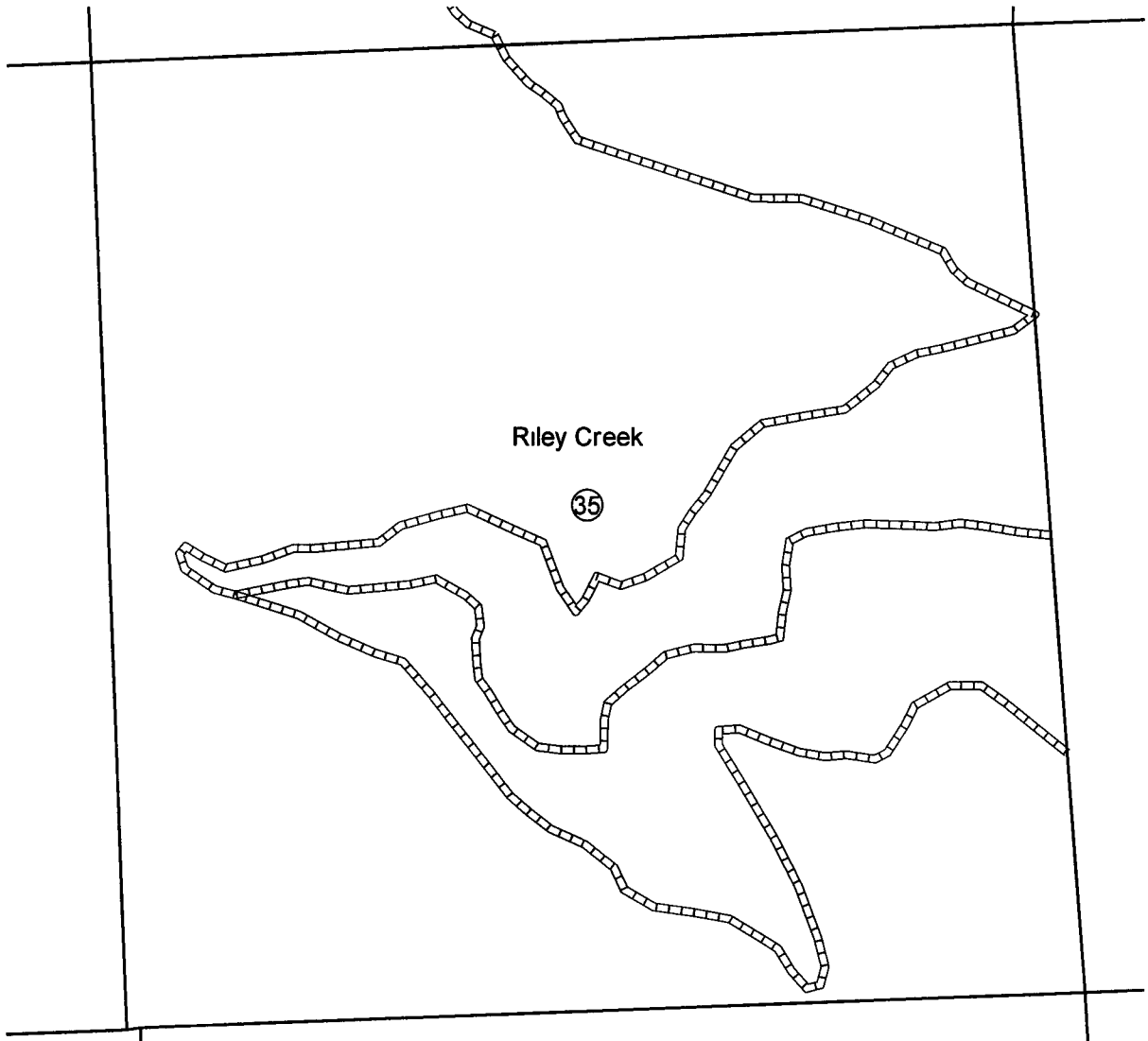
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,008 feet

-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-16



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

Prepared by S M

Draft Dated 11/20/01

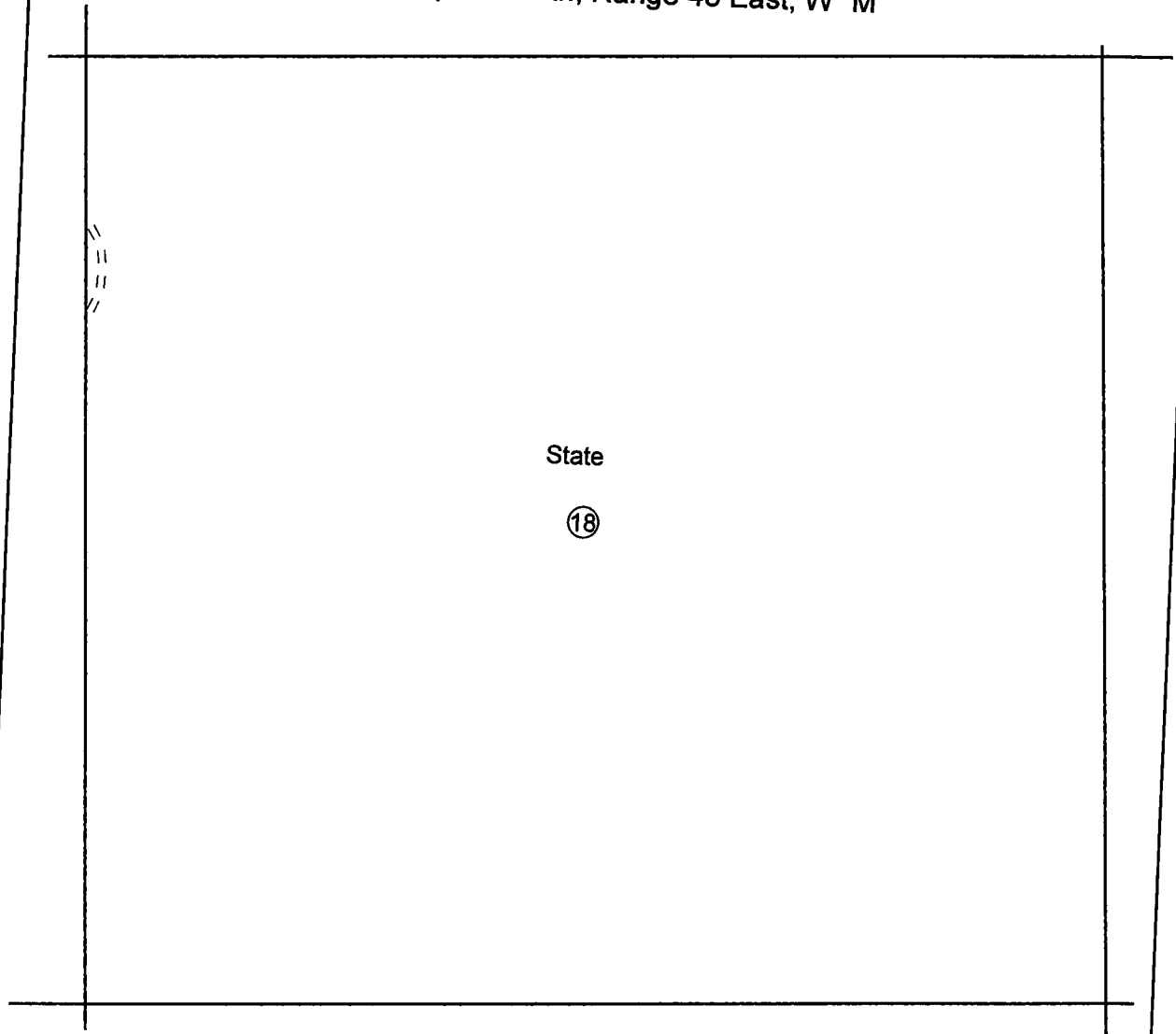
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Easement No 50-071670/55-002357

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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670 County Pend Oreille
Township 35 North, Range 45 East, W M



State

18

1 inch equals 1,000 feet




-  Proposed Riley Creek To State
-  Proposed State To Riley Creek
-  Existing Agreement Road

Exhibit B-17



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

Draft Dated 11/20/01

Page 28 of 33

Prepared by S M

Easement No 50-071670/55-002357

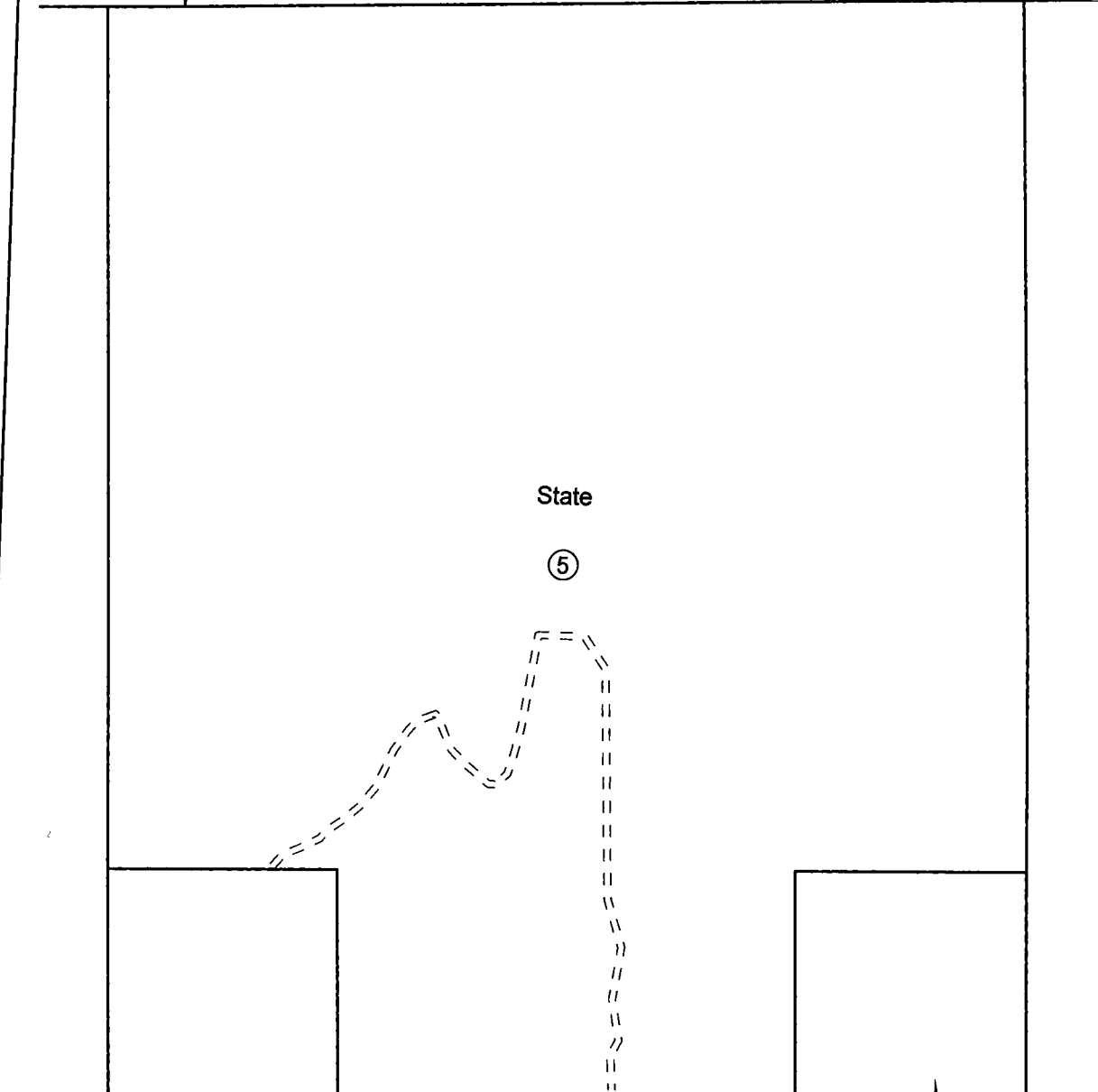
OFF. 307 VOL. 307 PAGE 2318

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50-071670

County Stevens

Township 35 North, Range 41 East, W M



State

⑤

----- Proposed Riley Creek To State

1 inch equals 1,000 feet

== Proposed State To Riley Creek

Exhibit B-18

----- Existing Agreement Road

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

Draft Dated 11/20/01

Page 29 of 33

Prepared by S M

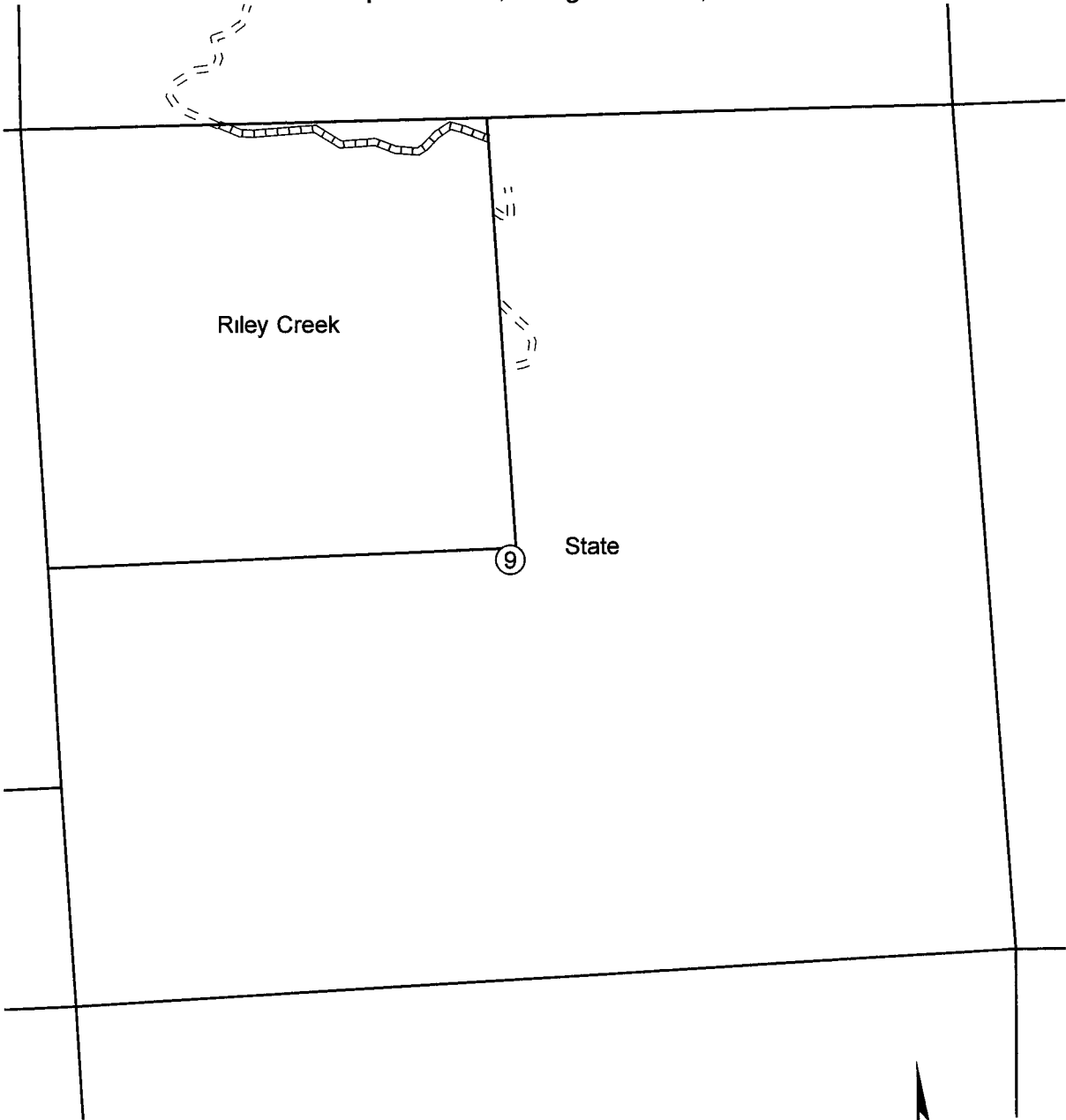
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 – 071670 / 55 - 002357

County Pend Oreille

Township 31 North, Range 43 East, W M



- □ □ □ Proposed Riley Creek To State
- = = = Proposed State To Riley Creek
- ▬ Existing Agreement Road

1 inch equals 1,000 feet

Exhibit B-19

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

Prepared by S M

Draft Dated 11/20/01

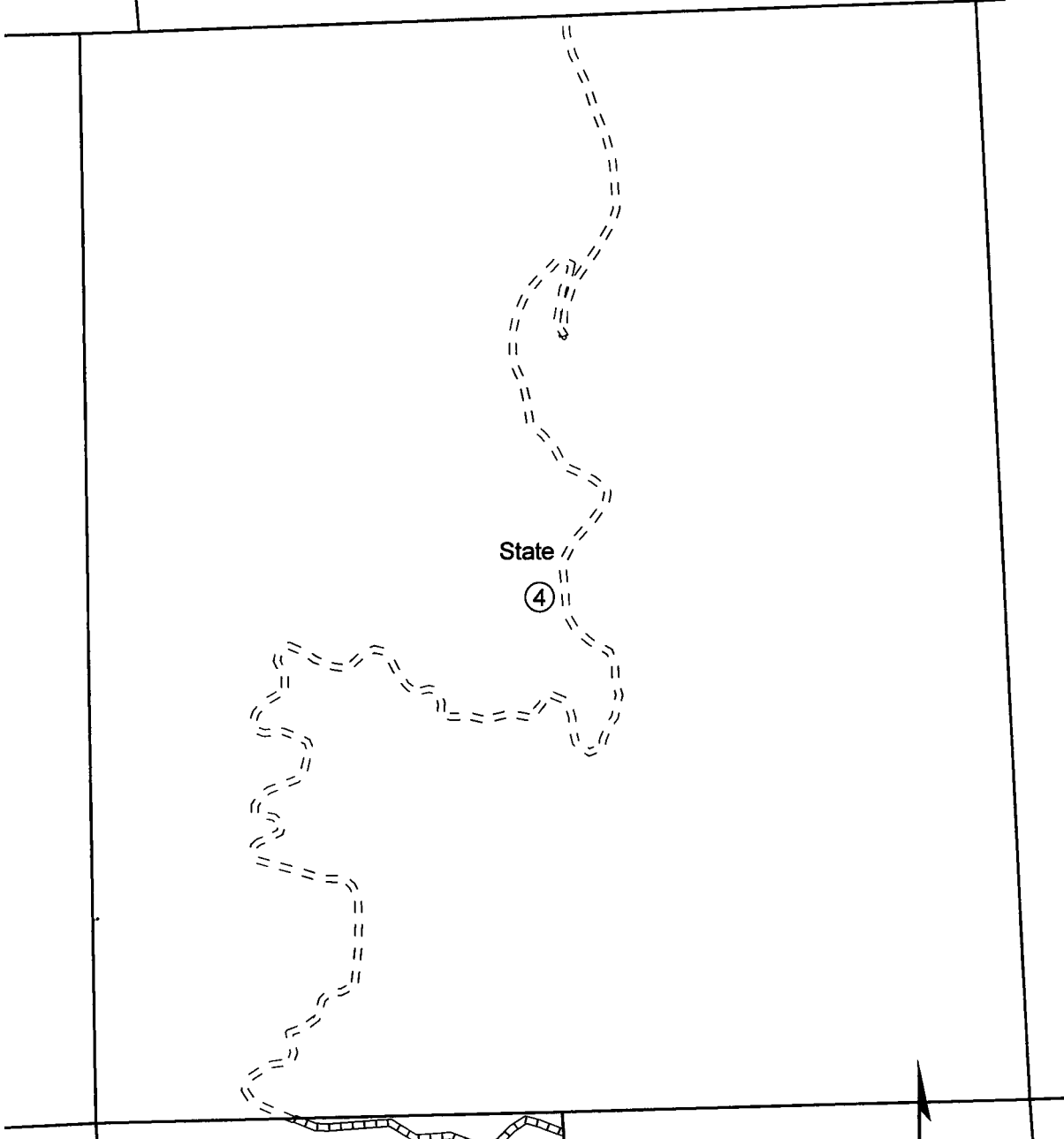
Page 30 of 33




Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670 County Pend Oreille

Township 31 North, Range 43 East, W M



-  Proposed Riley Creek To State
 -  Proposed State To Riley Creek
 -  Existing Agreement Road
- 1 inch equals 1,000 feet
Exhibit B-20

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

Prepared by S M

Draft Dated 11/20/01

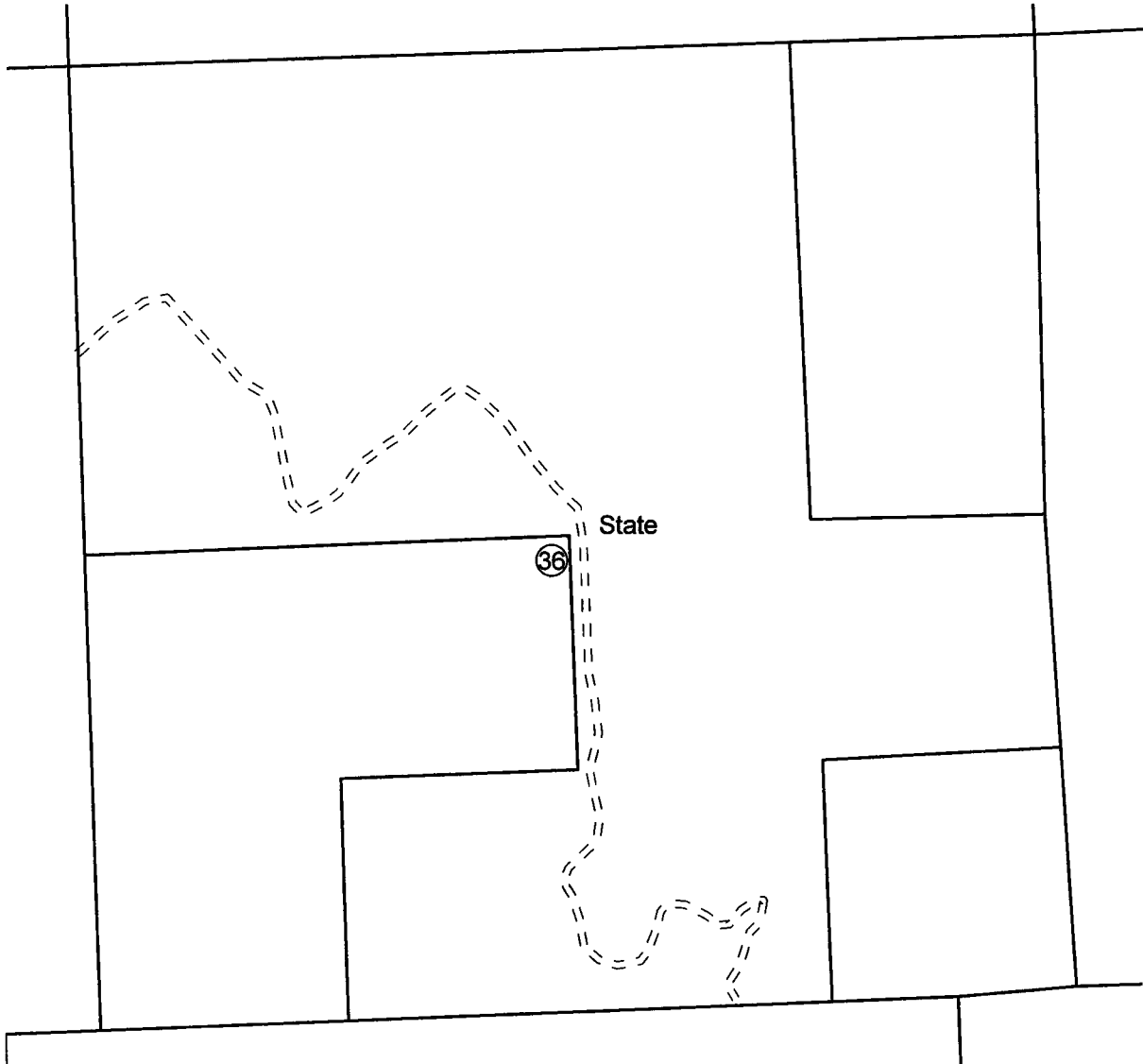
Page 31 of 33

Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 – 071670 County Pend Oreille

Township 30 North, Range 45 East, W M



1 inch equals 1,000 feet

- Proposed Riley Creek To State
- == Proposed State To Riley Creek
- Existing Agreement Road

Exhibit B-21



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

Prepared by S M

Draft Dated 11/20/01

Page 32 of 33

Easement No 50-071670/55-002357

EXHIBIT C
Benefited Parcels

Riley Creek:

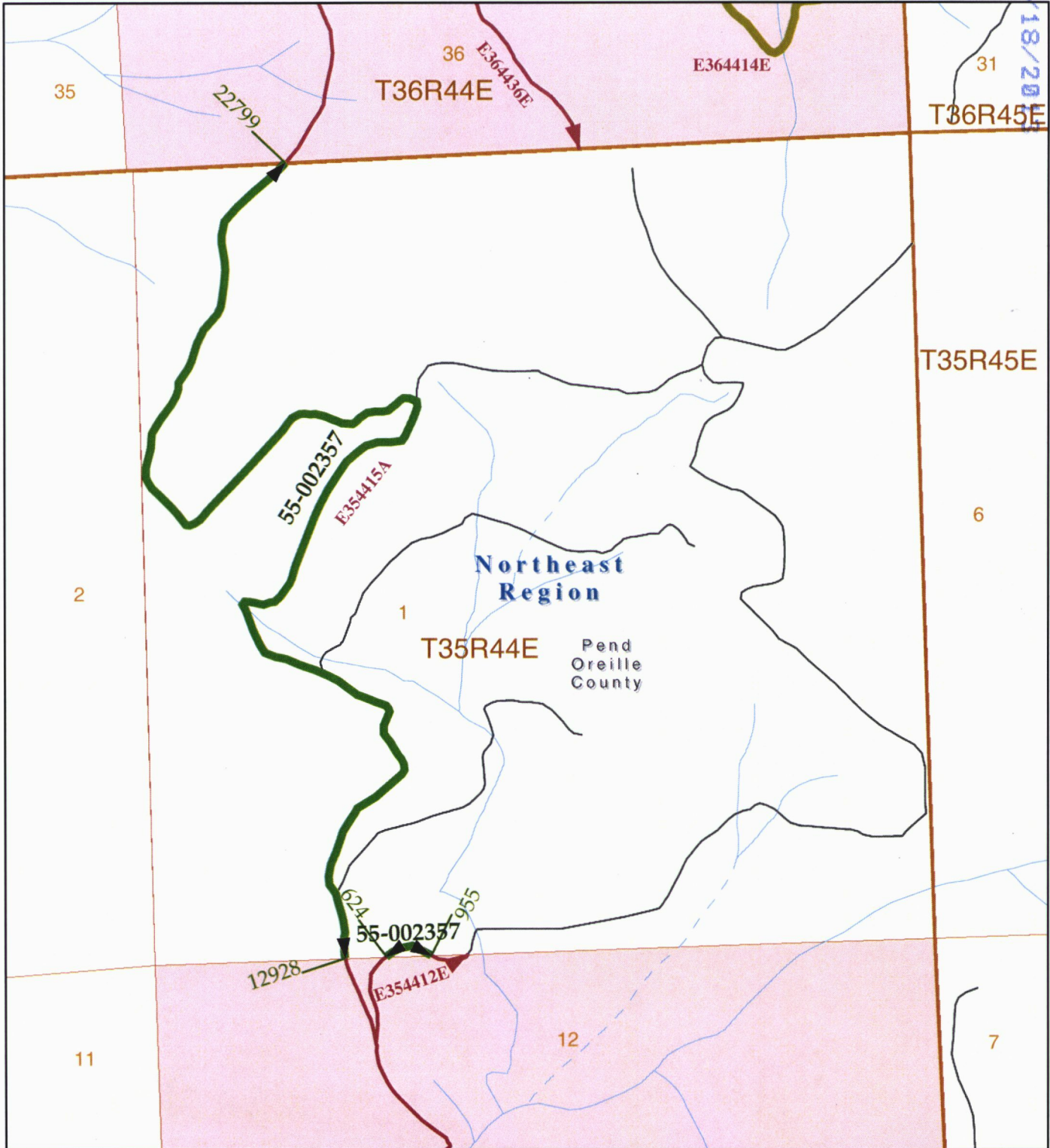
NW1/4NE1/4, Section 8, Township 35 North, Range 41 East, W M , Stevens County

E1/2SE1/4, Section 34, S1/2NW1/4, SE1/4NW1/4, SW1/4, W1/2SE1/4, SE1/4SE1/4, all in Township 30 North, Range 45 East, W M N1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4, Section 8, NW1/4, Section 9, all in Township 31 North, Range 43 East, W M All of Section 1, SE1/4, Section 10, all of Section 11, all of Section 13, all of Section 15, W1/2, Section 21, N1/2, SW1/4, W1/2SE1/4, Section 22, all of Section 23, W1/2, Section 24, all of Section 25, W1/2SE1/4, Section 26, all of Section 27, N1/2NE1/4, Section 28, W1/2, less S1/2S1/2SW1/4SW1/4, W1/2SE1/4, Section 30, all in Township 35 North, Range 44 East, W M , Pend Oreille County

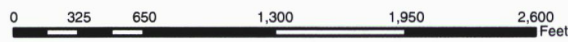
State:

All of Section 4, Township 31 North, Range 43 East, W M , all of Section 12, all of Section 14, E1/2SE1/4, Section 22, NE1/4, Section 26, all of Section 36, all in Township 35 North, Range 44 East, W M All of Section 36, Township 36 North, Range 44 East, W M , Pend Oreille County

OFF. VOL. 307 PAGE 2323



Legend

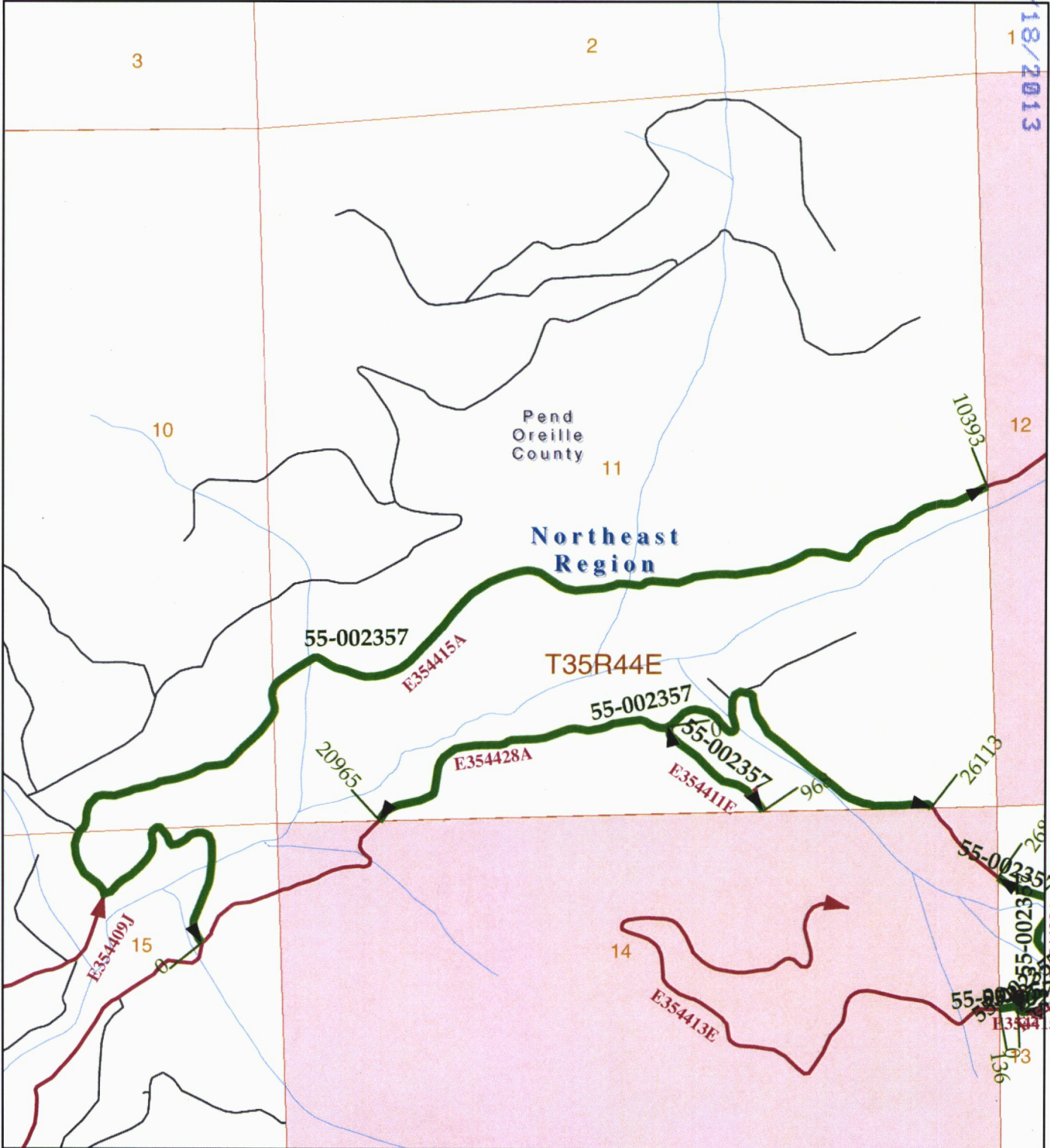


Right of Way Easements Road by USGS

- | | |
|---------------------|---|
| 1: Acquired by DNR | 1: Primary Highway/All-Weather/Hard Surface |
| 2: Granted to Other | 2: Secondary Highway/All-Weather/Hard Surface |
| 9: Unknown | 3: Light-Duty Road/All-Weather/Improved |
| | 4: Unimproved Road/Fair or Dry Weather |
| | 9: Freeway Ramps or Unknown |

DNR Managed Lands

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|--------------------------|
| Granted Trust Lands |
| Forest Board Trust Lands |
| NAP / NRCA |
| Other DNR-Managed Lands |



Legend

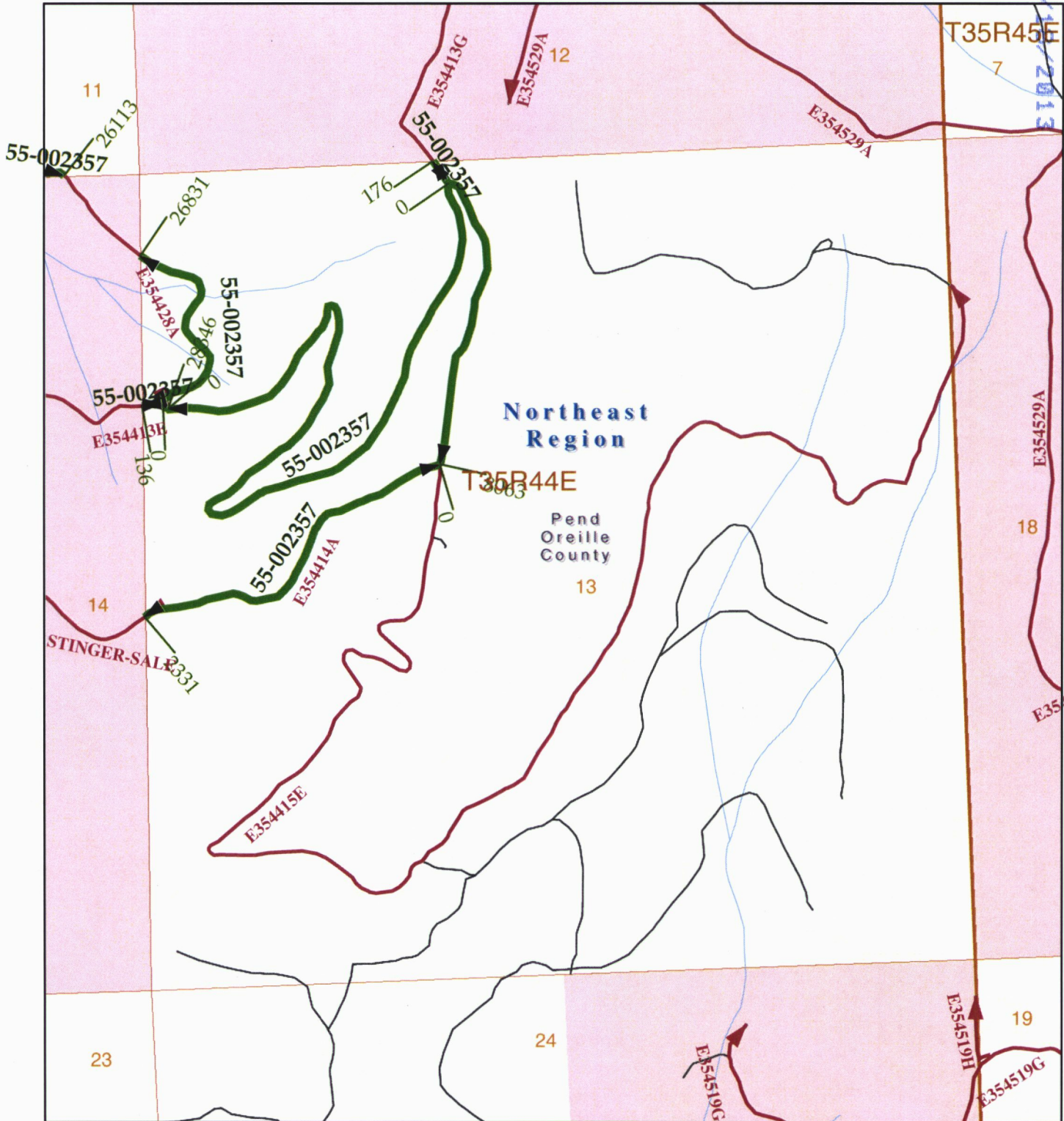


Right of Way Easements Road by USGS

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|---------------------|---|
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| 2: Granted to Other | 2: Secondary Highway/All-Weather/Hard Surface |
| 9: Unknown | 3: Light-Duty Road/All-Weather/Improved |
| | 4: Unimproved Road/Fair or Dry Weather |
| | 9: Freeway Ramps or Unknown |

DNR Managed Lands

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| Granted Trust Lands |
| Forest Board Trust Lands |
| NAP / NRCA |
| Other DNR-Managed Lands |



Legend

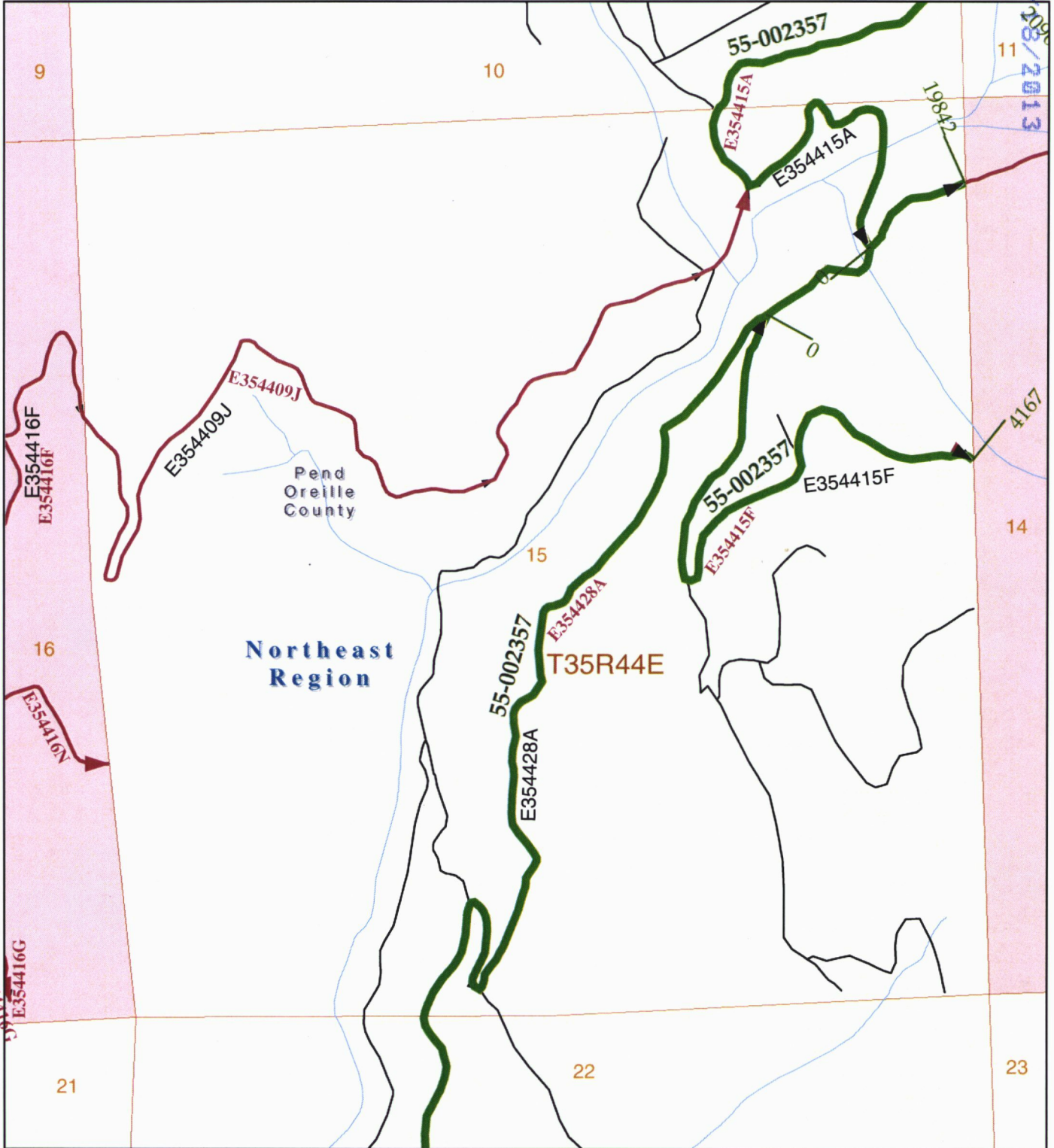


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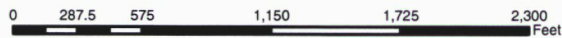
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DNR Managed Lands

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| Granted Trust Lands |
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Legend

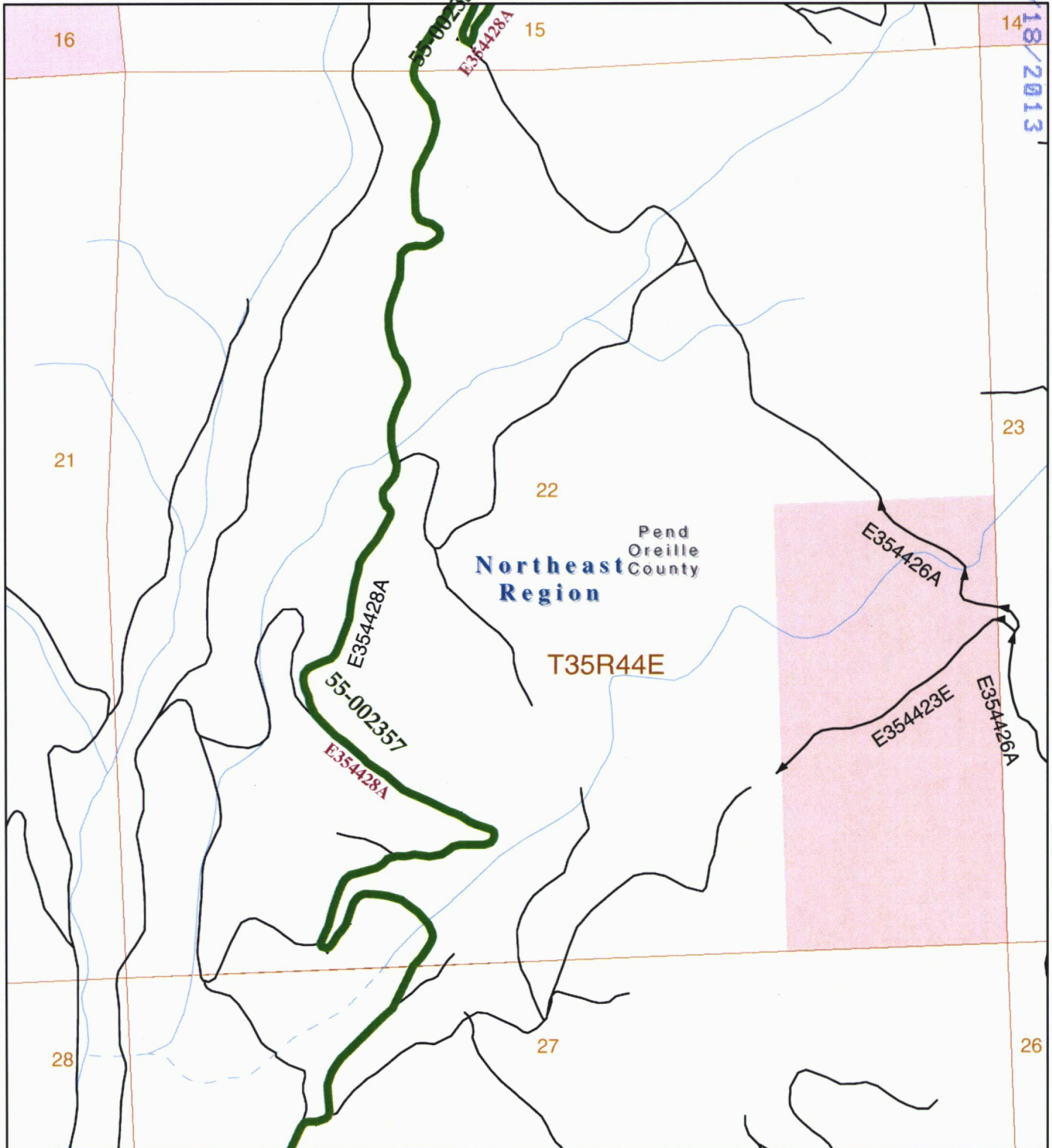


Right of Way Easements Road by USGS

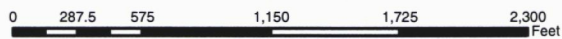
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DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Legend

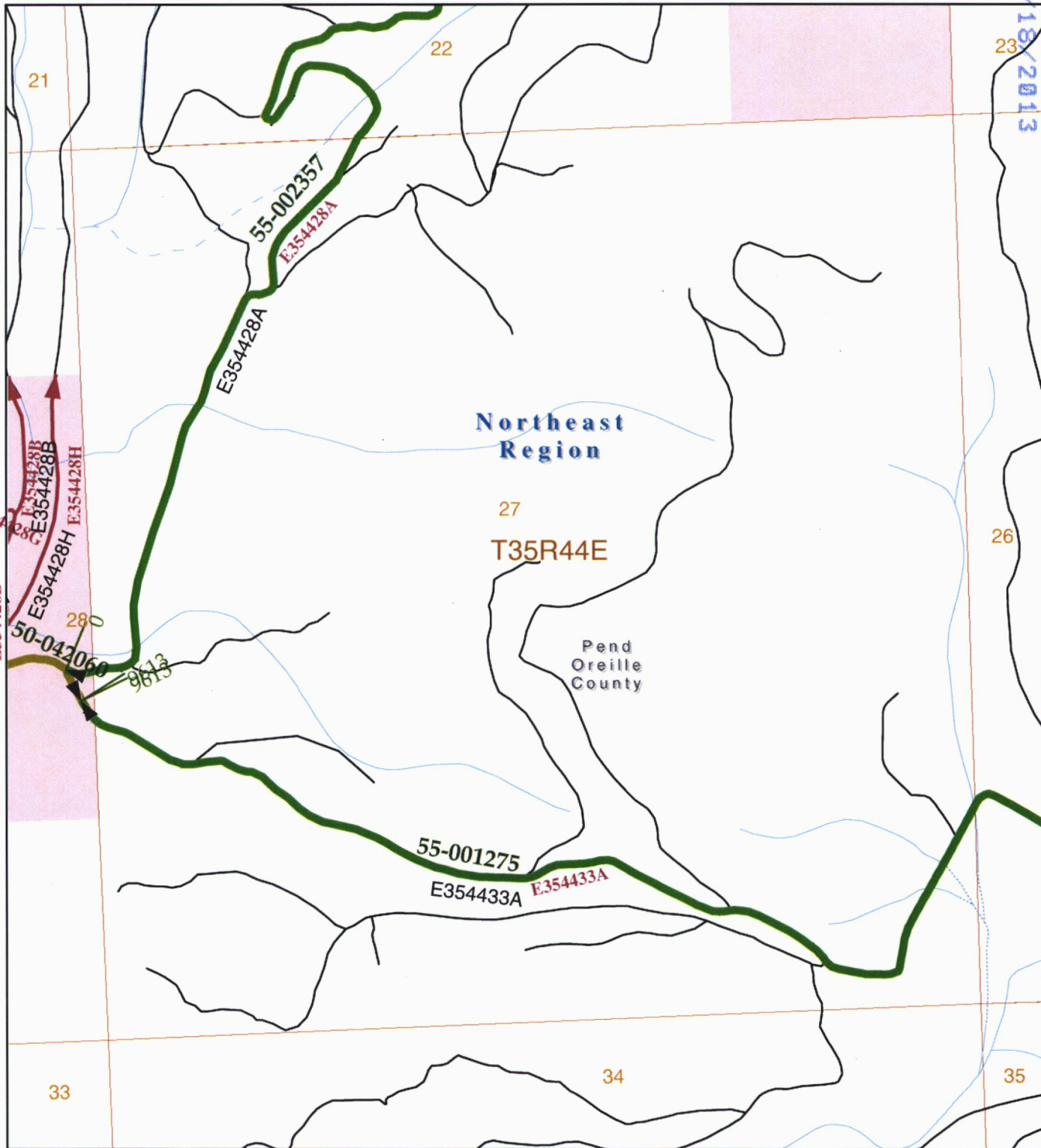


Right of Way Easements Road by USGS

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| 2: Granted to Other | 2: Secondary Highway/All-Weather/Hard Surface |
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DNR Managed Lands

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| Granted Trust Lands |
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Legend

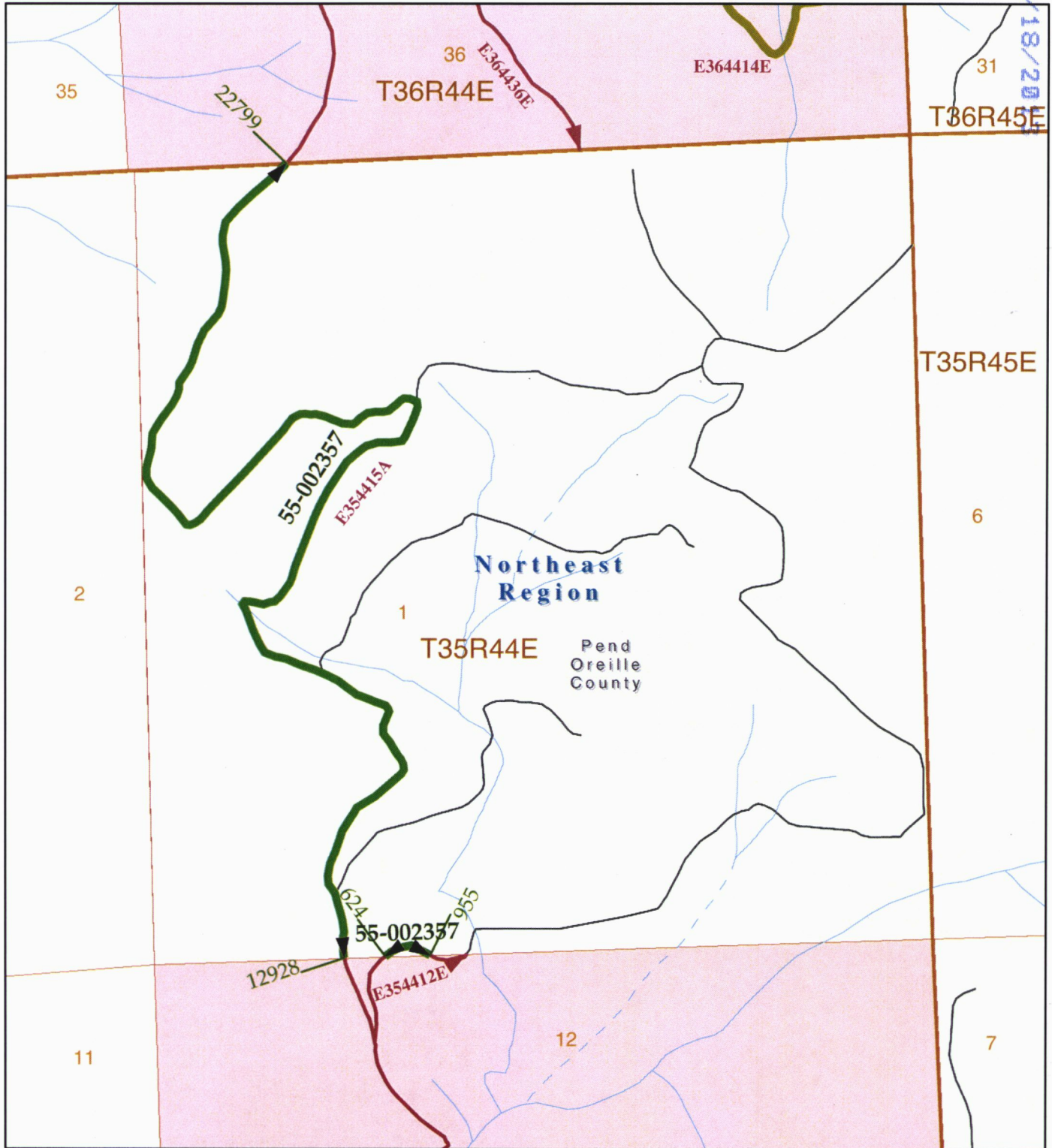


Right of Way Easements Road by USGS

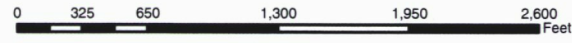
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|--|---------------------|--|---|
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| | 9: Unknown | | 3: Light-Duty Road/All-Weather/Improved |
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DNR Managed Lands

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|--|--------------------------|
| | Granted Trust Lands |
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Legend



Right of Way Easements Road by USGS

- | | |
|---------------------|---|
| 1: Acquired by DNR | 1: Primary Highway/All-Weather/Hard Surface |
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DNR Managed Lands

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|--------------------------|
| Granted Trust Lands |
| Forest Board Trust Lands |
| NAP / NRCA |
| Other DNR-Managed Lands |

Original

PEND OREILLE CO.
AUDITOR'S OFFICE
RECEIVED

209267

91 SEP -4 PM 3: 37

VOL 93 PAGE 797-810
REC. NO. 14211 AMT. PD. 20.00

Colville Agreement Area
DNR 2C Land Exchange
Cost Share Easement

BY d. matson DEPUTY

EASEMENT

THIS EASEMENT, dated this 12th day of July 1991,
from the UNITED STATES OF AMERICA, acting by and through the Forest Service,
Department of Agriculture, hereinafter called Grantor, to DEPARTMENT OF NATURAL
RESOURCES, an agency of the State of Washington, hereinafter called "Grantee,"

WITNESSETH:

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

NOW THEREFORE, Grantor, for and in consideration of the sum of one dollar
(\$1.00) received by Grantor, does hereby grant to Grantee, its successors and
assigns, and to successors in interest to any lands now owned or hereafter
acquired by Grantee (hereinafter collectively referred to as "Grantee"),
subject to existing easements and valid rights, a perpetual easement for a road
along and across a strip of land, hereinafter defined as the "premises," over
and across the following described lands in the County of Pend Oreille, State
of Washington:

1. Road 3520000, beginning at its junction with County Road 2022 in the
W1/2SW1/4 of sec. 21, T. 32 N., R. 43 E., W.M., crossing lands of the
grantor as follows:

T. 32 N., R. 43 E., W.M.

- sec. 21, W1/2SW1/4, and SE1/4SW1/4;
- sec. 28, E1/2NW1/4, E1/2SW1/4, SW1/4NE1/4, and NW1/4SE1/4;
- sec. 33, E1/2NW1/4, N1/2SW1/4, SW1/4SW1/4, and SE1/4SW1/4;
- sec. 32, E1/2SE1/4, and SW1/4SE1/4;

ending at a point on the south line of the SW1/4SW1/4 of sec. 33, T. 32
N., R. 43 E., W.M.

2. Road No. 3520000 beginning at its junction with Forest Road No. 3520390
in the SE1/4NE1/4 of sec. 6, T. 31 N., R. 43 E., W.M., crossing lands of
the grantor as follows:

T. 31 N., R. 43 E., W.M.

- sec. 6, SE1/4NE1/4, NE1/4SE1/4;

ending at a point on the east section line of NE1/4SE1/4 sec. 6, T. 31 N.,
R. 43 E., W.M.

209267

93-797

CERTIFIED CORRECT AS TO CONSIDERATION,
DESCRIPTION AND CONDITIONS.
By Boz Grayson Date 6/17/91

3. Road 1700462, beginning at its junction with County Road 2695 in the NW1/4SW1/4 of sec. 3, T. 37 N., R. 42 E., W.M., crossing lands of the grantor as follows:

T. 37 N., R. 42 E., W.M.
 sec. 3, W1/2SW1/4;
 sec. 10, NW1/4NW1/4;

ending at its junction with Road 1700466 at a point in the NW1/4NW1/4 of sec. 10, T. 37 N., R. 42 E., W.M.

4. Road 1700466, beginning at its junction with Road 1700462 in the NW1/4NW1/4 of sec. 10, T. 37 N., R. 42 E., W.M., crossing lands of the grantor as follows:

T. 37 N., R. 42 E., W.M.
 sec. 10, W1/2NW1/4;
 sec. 9, SE1/4NE1/4;

ending at a point on the south line of the SE1/4NE1/4 of sec. 9, T. 37 N., R. 42 E., W.M.

5. Road 1700460, beginning at its junction with Road 1700466 in the SW1/4NW1/4 of sec. 10, T. 37 N., R. 42 E., W.W., crossing lands of the grantor as follows:

T. 37 N., R. 42 E., W.M.
 sec. 10, SW1/4NW1/4;
 sec. 9, SE1/4NE1/4, W1/2NE1/4, NE1/4NW1/4, and W1/2NW1/4;

ending at a point on the south line of the SW1/4NW1/4 of sec. 9, T. 37 N., R. 42 E., W.M.

6. Road 3520060, beginning at its junction with Road 3520000 in the NE1/4SW1/4 of sec. 33, T. 32 N., R. 43 E., W.M., crossing lands of the grantor as follows:

T. 32 N., R. 43 E., W.M.
 sec. 33, E1/2SW1/4, and SW1/4SE1/4;

ending at a point on the south line of the SW1/4SE1/4 of sec. 33, T. 32 N., R43E, W.M.

7. Road 3520390, beginning at its junction with Road 3520000 in the SE1/4NE1/4 of sec. 6, T. 31 N., R. 43 E., W.M., crossing lands of the grantor as follows:

T. 31 N., R. 43 E., W.M.
 sec. 6, SE1/4NE1/4, and NE1/4SE1/4;

ending at a point on the east line of the NE1/4SE1/4 of sec. 6, T. 31 N., R. 43 E., W.M.

8. Road 3520400, beginning at its junction with road 3520390 in the NE1/4SE1/4 of sec. 6, T. 31 N., R. 43 E., W.M., crossing lands of the grantor as follows:

T. 31 N., R. 43 E., W.M.
sec. 6, NE1/4SE1/4;

ending at a point on the east line of the NE1/4SE1/4 of sec. 33,
T. 31 N., R. 43 E., W.M.

9. Road 1900100, beginning at its junction with County Road 9325 in lot 4 of sec. 7, T. 35 N., R. 44 E., W.M., crossing lands of the grantor as follows:

T. 35 N., R. 44 E., W.M.
sec. 7, lot 4;

ending at a point on the north line of lot 4 of sec. 7, T. 35 N.,
R. 44 E., W.M.

10. Road 1200000, beginning at its junction with Road 1920306 in the SW1/4SE1/4 of sec. 21, T. 35 N., R. 45 E., W.M., crossing lands of the grantor as follows:

T. 35 N., R. 45 E., W.M.
sec. 21, SE1/4SW1/4, and N1/2SW1/4;

ending at a point on the west line of the NW1/4SW1/4 of sec. 21, T. 35 N.,
R. 45 E., W.M.

11. Road 1200530, beginning at its junction with Road 1200000 in the NW1/4SW1/4 of sec. 21, T. 35 N., R. 45 E., W.M., crossing lands of the grantor as follows:

T. 35 N., R. 45 E., W.M.
sec. 21, NW1/4SW1/4;

ending at a point on the west line of the NW1/4SW1/4 of sec. 21, T. 35 N.,
R. 45 E., W.M.

12. Road 1920306, beginning at its junction with Road 1200000 in the SW1/4SE1/4 of sec. 21, T. 35 N., R. 45 E., W.M., crossing lands of the grantor as follows:

T. 35 N., R. 45 E., W.M.
sec. 21, SW1/4SE1/4, E1/2SW1/4, NW1/4SW1/4, and W1/2NW1/4;
sec. 17, S1/2SE1/4, SW1/4, and SW1/4NW1/4;

ending at a point on the west line of the SW1/4NW1/4 of sec. 17, T. 35 N.,
R. 45 E., W.M.

13. Road No. 1932, beginning at it's junction with Pend Oreille County Road No. 9325 (Le Clerc Creek Highway) in the SE1/4SW1/4 sec. 20, crossing lands of the grantor as follows;

T. 35 N., R. 44 E., W.M.
 sec. 4, SW1/4SE1/4;
 SEC. 20, SE1/4SW1/4;

ending at a point on the south line of the SW1/4SE1/4 of sec. 4, all in T. 35 N., R. 44 E., W.M.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A, consisting of 7 pages, attached hereto.

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

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

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

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

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

- B. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the State of Washington, Department of Natural Resources and Forest Service Road Right-of-Way Construction and Use Agreement dated March 24, 1975, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

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

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

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, That the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.
- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally

acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.

- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

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

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

Provided that so long as the State of Washington, Department of Natural Resources and Forest Service Road Right-of-Way Construction and Use Agreement dated March 24, 1975, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a

five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.42, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

By Jerry W. Sutherland
JERRY W. SUTHERLAND
Director of Lands
Forest Service
Department of Agriculture

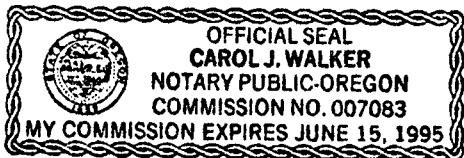
ACKNOWLEDGMENT

State of OREGON)
) ss.
County of MULTNOMAH)

On this 12th day of July, 1991, before me a Notary Public within and for said State, personally appeared JERRY W. SUTHERLAND, Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

Carol J. Walker
Notary Public for the State of Oregon
Residing at Tualatin
My Commission expires 6/15/95



2730
 RIGHT-OF-WAY GRANT
 U.S. DEPARTMENT OF AGRICULTURE
 U.S. FOREST SERVICE
 PACIFIC NORTHWEST REGION
 KANIKSU NATIONAL FOREST
 SEC. 17, 21, T. 35 N., R. 45 E., W.M.
 ROAD NO. 1200000, 1200530, 1920306
 PEND OREILLE COUNTY, WA

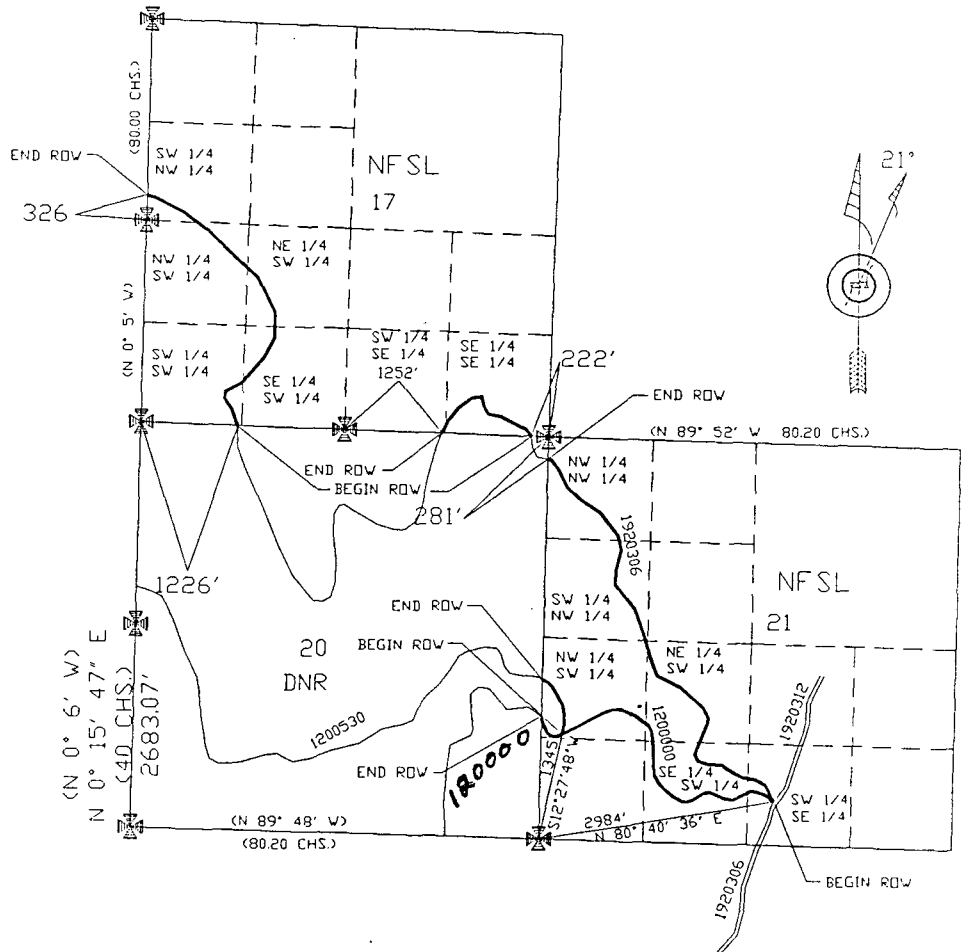


BASIS OF BEARING:
 SOLAR OBSERVATION
 G.L.O.

ROAD NO. 1200000
 LENGTH: 3996'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 6.6

ROAD NO. 1920306
 LENGTH: 11,449'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 17.3

ROAD NO. 1200530
 LENGTH: 783'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 1.2



NOTE:
 ALL DISTANCES SCALED FROM U.S.G.S. QUADS.

LEGEND

- FOUND CORNER
- R-O-W TO BE GRANTED
- NFSL NAT'L FOREST SYSTEM LANDS
- DNR STATE LAND
- () G.L.O. RECORD
- EXISTING ROAD
- PROJECTED LINES

DRAWN BY: P.BYRD DATE: 1/91
 CHECKED BY: Richard G. ... DATE: 1/18/91
 APPROVED: [Signature] DATE: 3/14/91
 FOREST ENGINEER

2730

RIGHT-OF-WAY GRANT
U.S. DEPARTMENT OF AGRICULTURE
U.S. FOREST SERVICE

PACIFIC NORTHWEST REGION




KANIKSU NATIONAL FOREST

SEC. 21, 28, 32, 33, T. 32 N., R. 43 E., W.M.

ROAD NO. 3520000

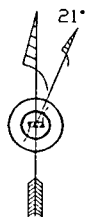
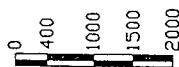
PEND OREILLE COUNTY, WA

LEGEND

-  FOUND CORNER
-  R-O-W TO BE GRANTED
- NFSL NAT'L FOREST SYSTEM LANDS
- () G.L.O. RECORD
- - - - - PROJECTED LINE
- ==== EXISTING ROAD
-  PROJECTED CORNER

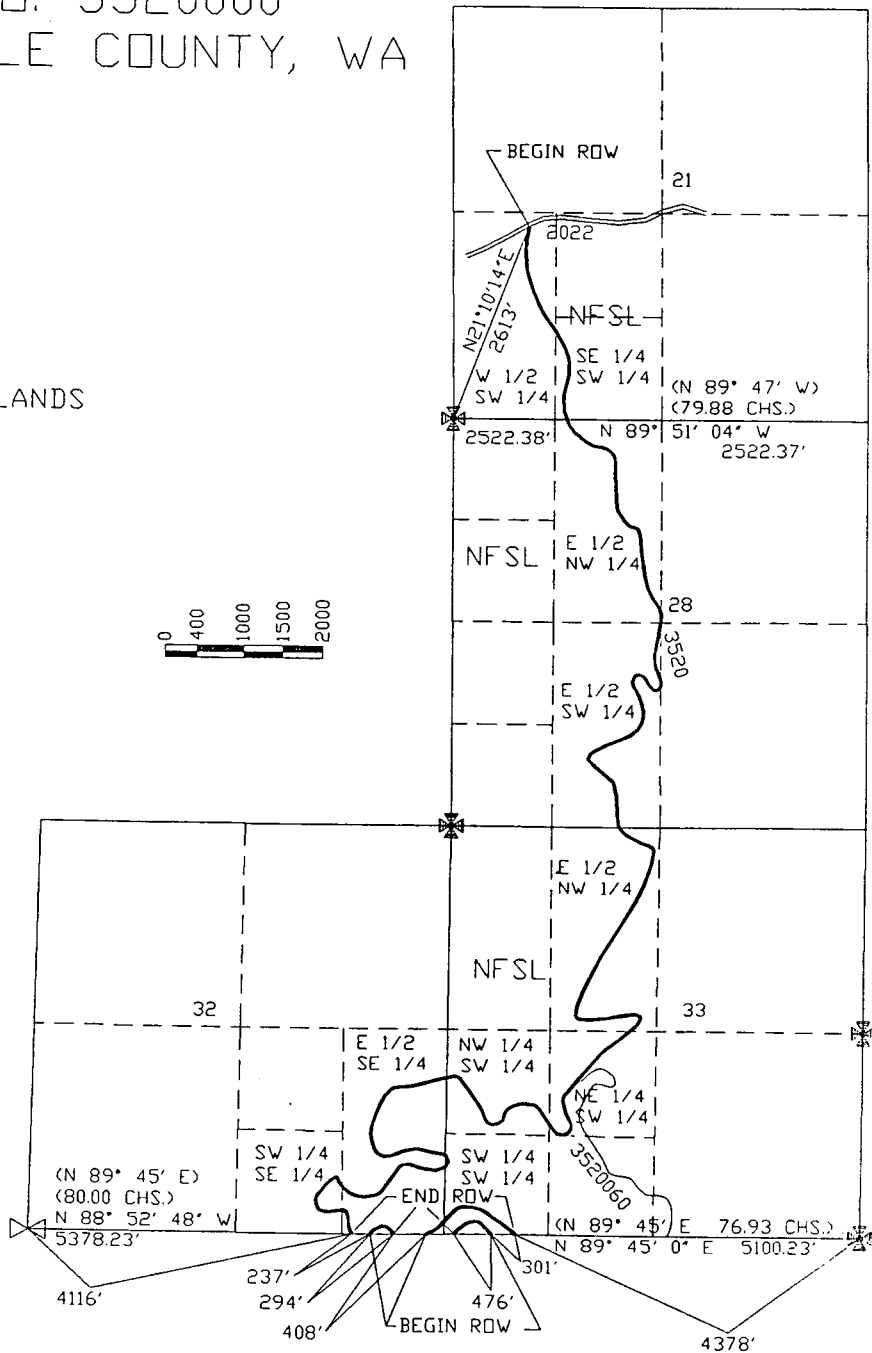
NOTE:
ALL DISTANCES SCALED FROM U.S.G.S. QUAD.

BASIS OF BEARING:
ALIGNED WITH THE G.L.O. BEARING OF THE SOUTH
LINE OF SEC. 33 (N 89° 45' E) ESTABLISHED 1891.



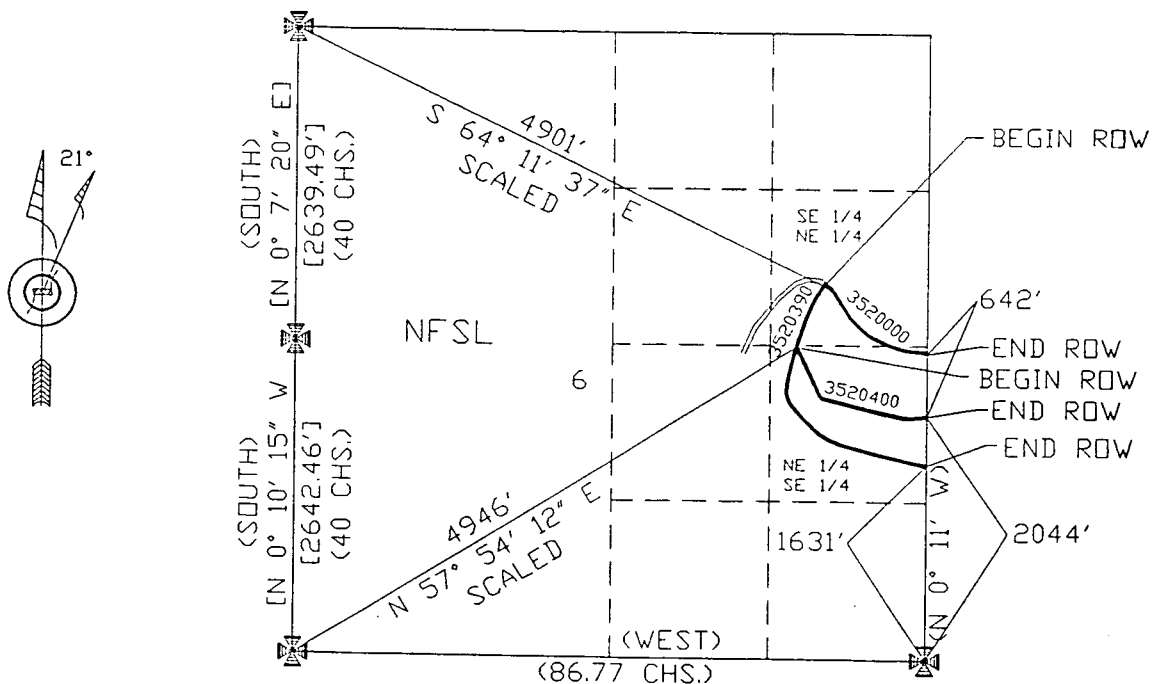
3520060
 LENGTH: 3610'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 5.5

3520000
 LENGTH: 24,887'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 37.7

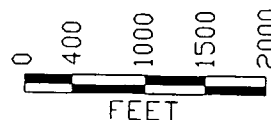


DRAWN BY: P. BYRD DATE: 1/91
 CHECKED BY: Richard A. Chasebro DATE: 1/18/91
 APPROVED: [Signature] DATE: 3/19/91
 FOREST ENGINEER

2730
 RIGHT-OF-WAY GRANT
 U.S. DEPARTMENT OF AGRICULTURE
 U.S. FOREST SERVICE
 PACIFIC NORTHWEST REGION
 KANIKSU NATIONAL FOREST
 SEC. 6, T. 31 N., R. 43 E., W.M.
 ROAD NO. 3520, 3520390, 3520400
 PEND OREILLE COUNTY, WA



BASIS OF BEARING:
 TAKEN FROM RECORD OF SURVEY
 #171352 RECORDED IN BOOK 1 OF
 SURVEYS PAGE 134, PEND OREILLE
 COUNTY.



ROAD #3520400

LENGTH: 1380'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 2.1

ROAD #3520390

LENGTH: 2354'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 3.6

ROAD #3520000

LENGTH: 1328'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 2.0

NOTE:

ALL DISTANCES SCALED FROM U.S.G.S. QUAD.

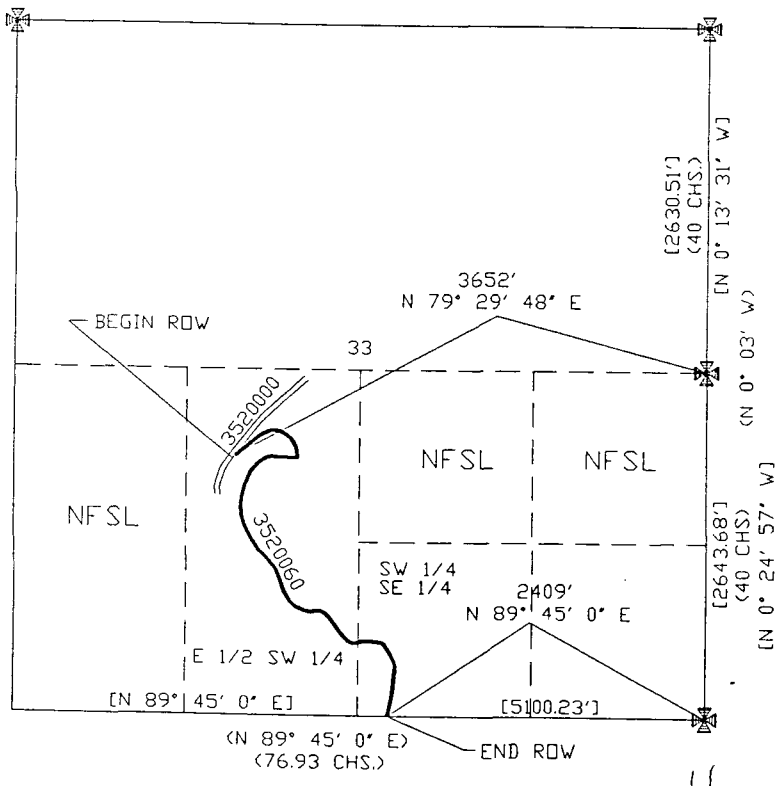
DRAWN BY: P. BYRD DATE: 1/91
 CHECKED BY: _____ DATE: _____
 APPROVED: [Signature] DATE: 4/3/91
 FOREST ENGINEER

LEGEND

- FOUND CORNER
- R-O-W TO BE GRANTED
- NAT'L FOREST SYSTEM LANDS
- RIGHT-OF-WAY
- G.L.O. RECORD
- EXISTING ROAD
- PROJECTED LINES

2730
 RIGHT-OF-WAY GRANT
 U.S. DEPARTMENT OF AGRICULTURE
 U.S. FOREST SERVICE
 PACIFIC NORTHWEST REGION
 KANIKSU NATIONAL FOREST
 SEC. 33, T. 32 N., R. 43 E., W.M.
 ROAD NO. 3520060
 PEND OREILLE COUNTY, WA

± 1/2



BASIS OF BEARING:
 ALIGNED W/ THE G.L.O. BEARING OF THE SOUTH
 LINE OF SECTION 34 (N 89° 45' 0" E).
 ESTABLISHED.

LENGTH: 3,610'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 5.5

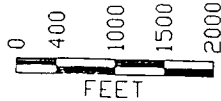
NOTE:
 ALL DISTANCES SCALED FROM U.S.G.S. QUADS.

DRAWN BY: P. BYRD DATE: 1/91
 CHECKED BY: Rushwa Acheson DATE: 11/18/91
 APPROVED: [Signature] DATE: 12/19/91
 FOREST ENGINEER

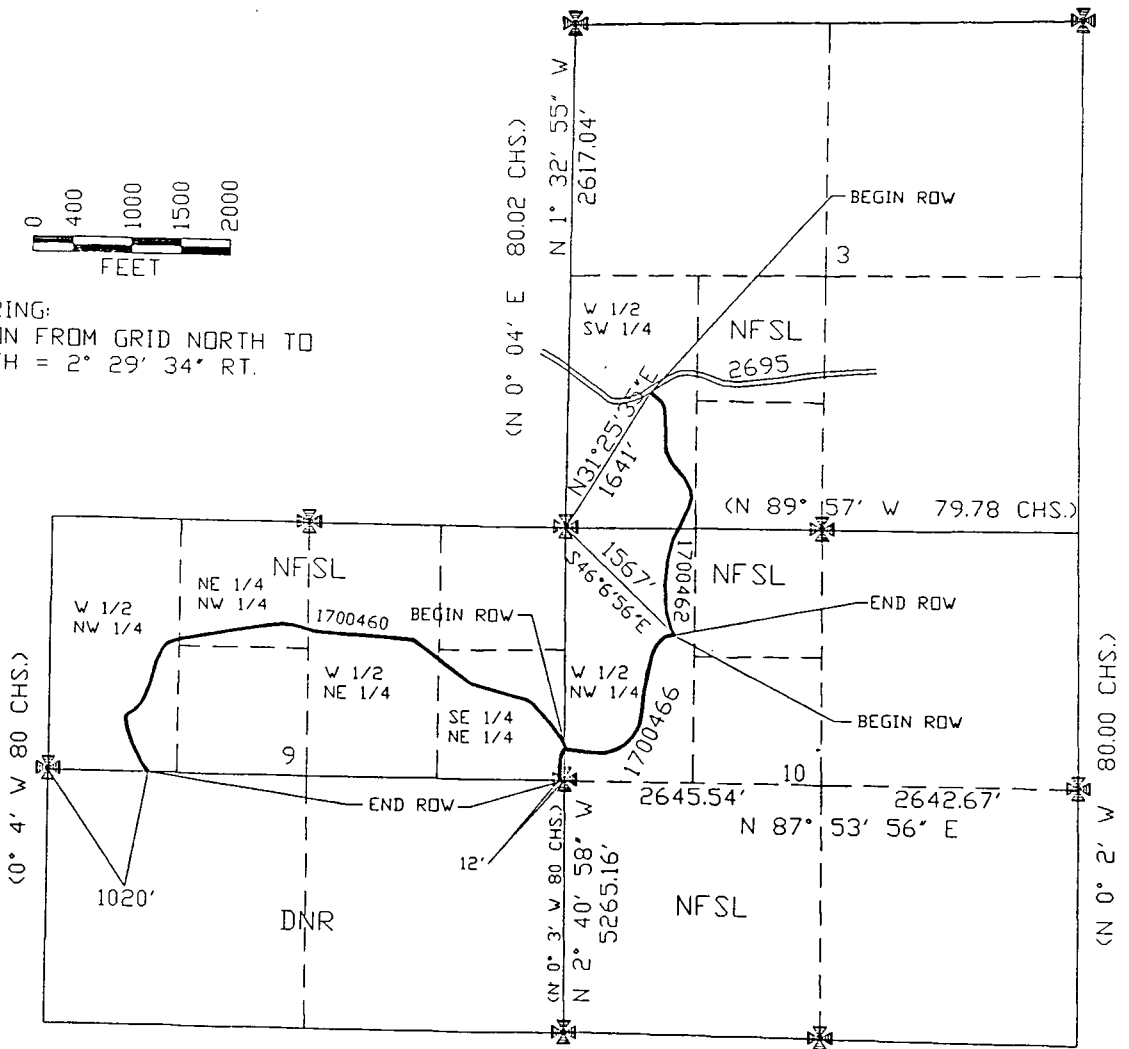
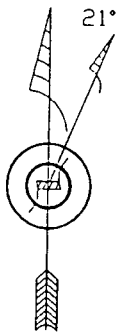
LEGEND	
	FOUND CORNER
	R-O-W TO BE GRANTED
NFSL	NAT'L FOREST SYSTEM LANDS
ROW	RIGHT-OF-WAY
()	G.L.O. RECORD
[]	RETRACEMENT RECORD
==	EXISTING ROAD
---	PROJECTED LINES

2730

RIGHT-OF-WAY GRANT
 U.S. DEPARTMENT OF AGRICULTURE
 U.S. FOREST SERVICE
 PACIFIC NORTHWEST REGION
 COLVILLE NATIONAL FOREST
 SEC. 3, 9, 10, T. 37 N., R. 42 E., W.M.
 ROAD NO. 1700460, 1700462, 1700466
 PEND OREILLE COUNTY, WA



BASIS OF BEARING:
 ANGLE ROTATION FROM GRID NORTH TO
 GEODETIC NORTH = 2° 29' 34" RT.



ROAD NO.	1700460	1700462	1700466
LENGTH:	5971'	7509'	2282'
ACRES:	9.0	11.4	3.5
WIDTH:	33' EACH SIDE OF C		

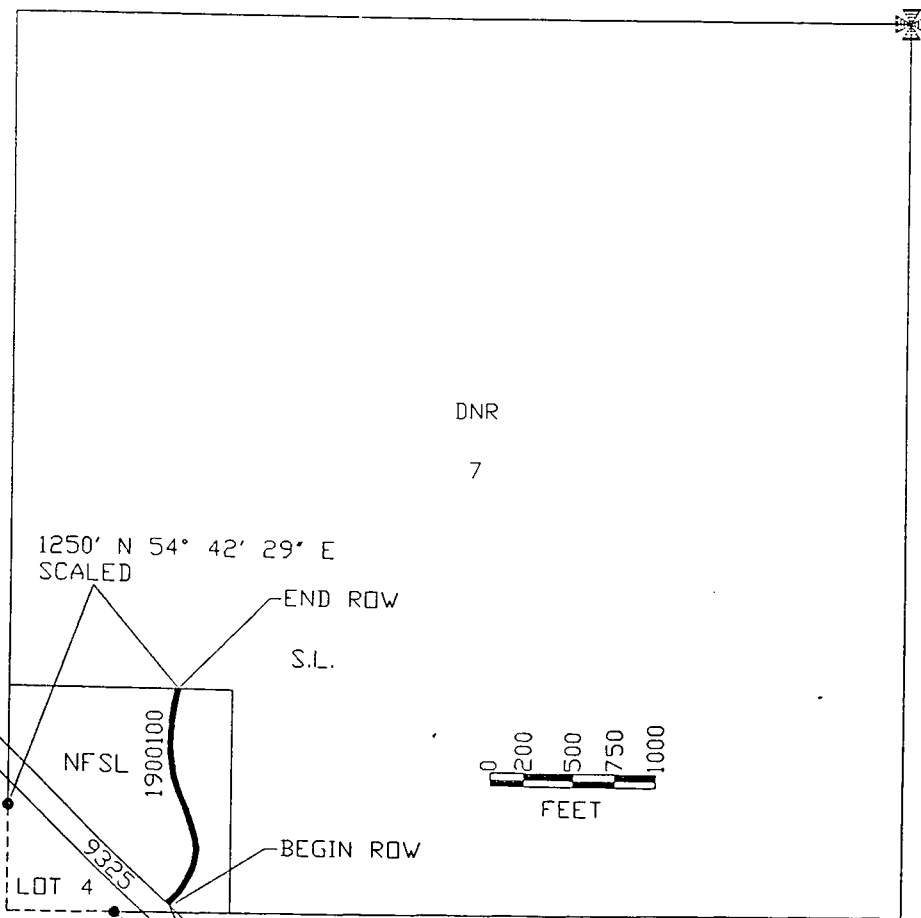
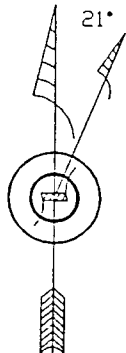
LEGEND

- FOUND CORNER
- R-O-W TO BE GRANTED
- NAT'L FOREST SYSTEM LANDS
- STATE LAND
- G.L.O. RECORD
- PROJECTED LINES
- EXISTING ROAD

DRAWN BY: P. BYRD DATE: 1/91
 CHECKED BY: DATE:
 APPROVED: *[Signature]* DATE: *[Signature]*
 FOREST ENGINEER

2730

RIGHT-OF-WAY GRANT
U.S. DEPARTMENT OF AGRICULTURE
U.S. FOREST SERVICE
PACIFIC NORTHWEST REGION
COLVILLE NATIONAL FOREST
SEC. 7, T. 35N., R. 44 E., W.M.
ROAD NO. 1900100
PEND OREILLE COUNTY, WA



DNR
7

1250' N 54° 42' 29" E
SCALED

END ROW

S.L.

NFSL

1900100



BEGIN ROW

LOT 4

329' N 80° 0' 40" E
SCALED

(80.30 CHS. WEST)

LEGEND



FOUND CORNER



R-O-W TO BE GRANTED

NFSL
DNR

NAT'L FOREST SYSTEM LANDS

()

STATE LAND

G.L.O. RECORD



MEANDER CORNER



EXISTING ROAD

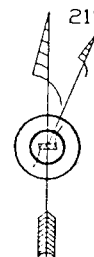
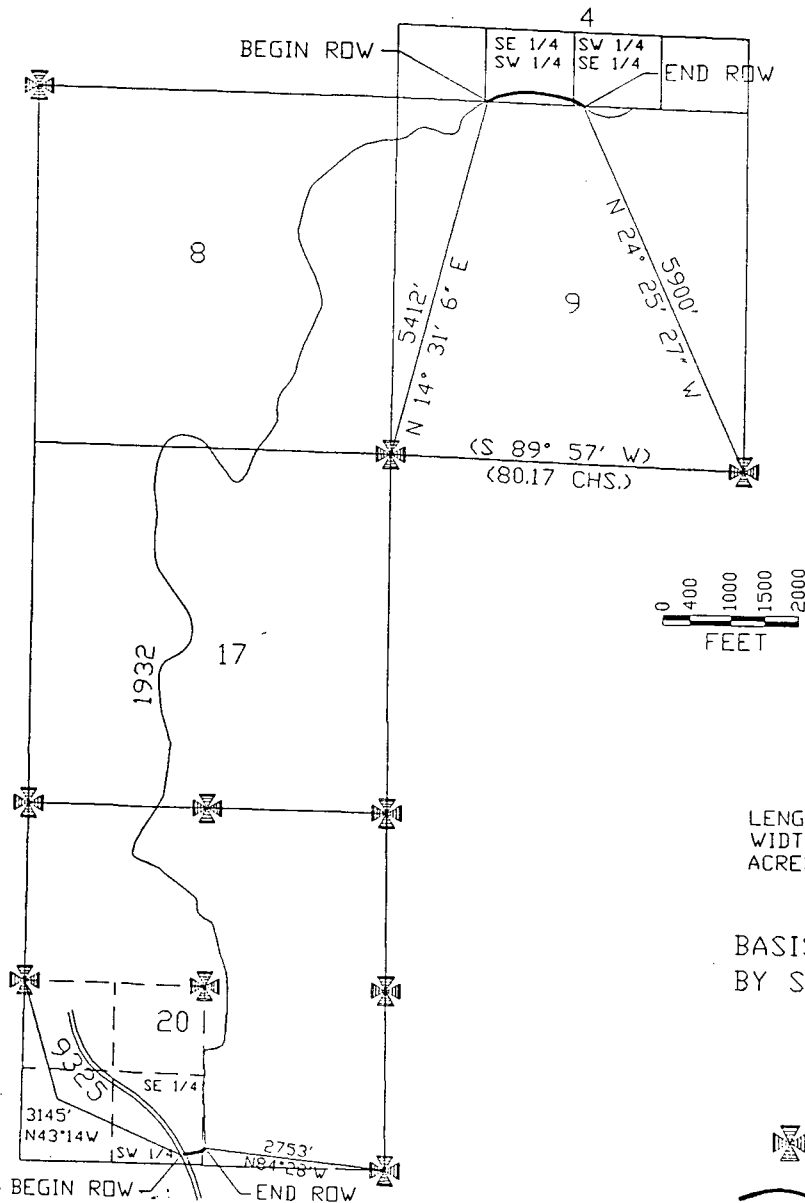
ROW

RIGHT-OF-WAY

LENGTH: 1376'
WIDTH: 33' EACH SIDE
OF CENTERLINE
ACRES: 2.1
BASIS OF BEARING:
G.L.O.

DRAWN BY: P. BYRD DATE: 1/91
CHECKED BY: _____ DATE: _____
APPROVED: *[Signature]* DATE: 4/1/91
FOREST ENGINEER





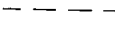

2730
 RIGHT-OF-WAY GRANT
 U.S. DEPARTMENT OF AGRICULTURE
 U.S. FOREST SERVICE
 PACIFIC NORTHWEST REGION
 COLVILLE NATIONAL FOREST
 SEC. 4, 20, T. 35 N., R. 44 E., W.M.
 ROAD NO. 1932
 PEND OREILLE COUNTY, WA

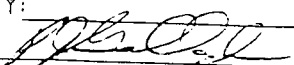


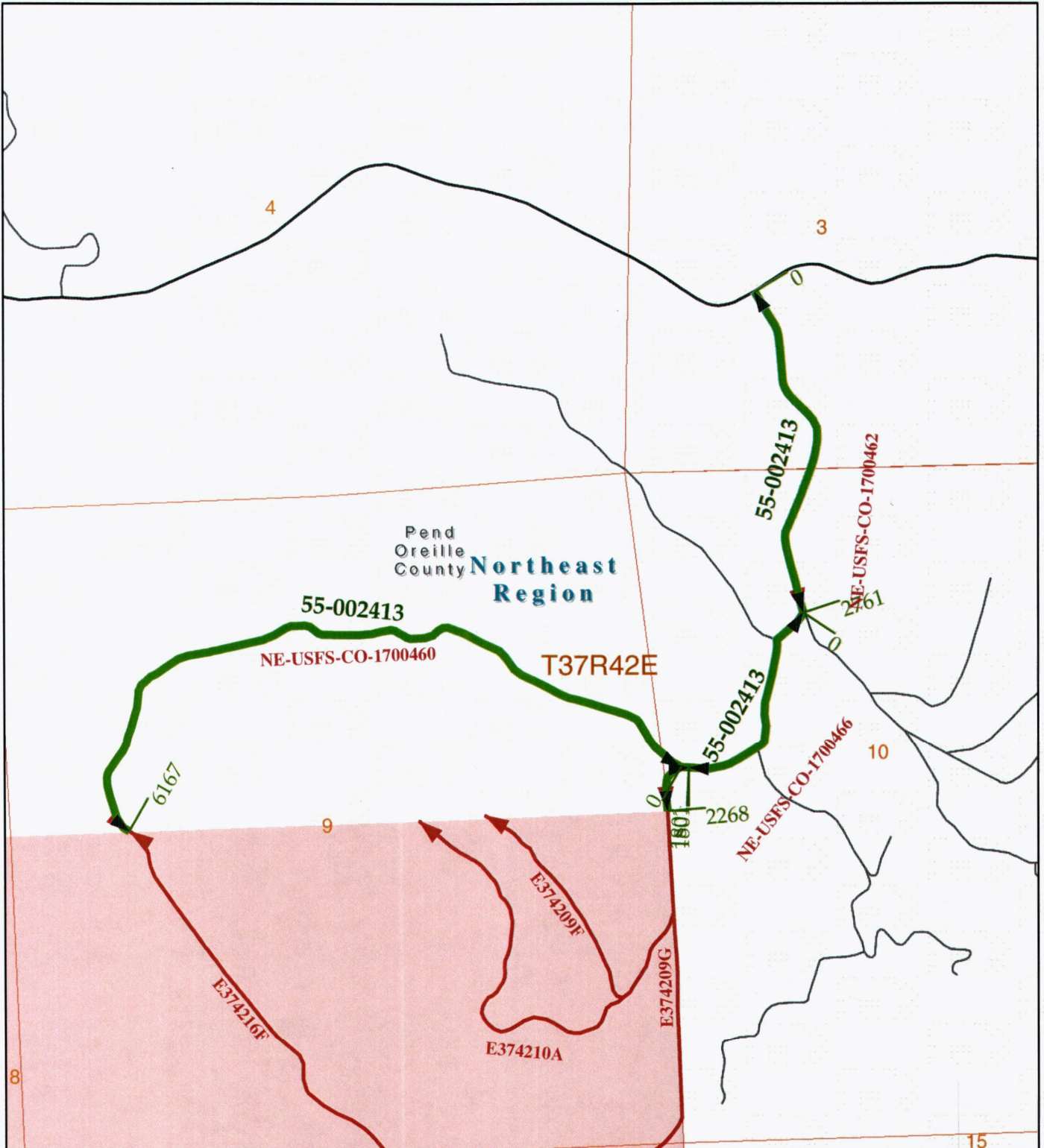
LENGTH: 1685'
 WIDTH: 33' EACH SIDE OF C
 ACRES: 2.6

BASIS OF BEARING:
 BY SOLAR OBSERVATION.

LEGEND

-  FOUND CORNER
-  R-O-W TO BE RESERVED
-  G.L.O. RECORD
-  ROW
-  PROJECTED LINE
-  COUNTY ROAD

DRAWN BY: P. BYRD DATE: 1/91
 CHECKED BY: _____ DATE: _____
 APPROVED:  DATE: 4/8/91
 FOREST ENGINEER



Legend

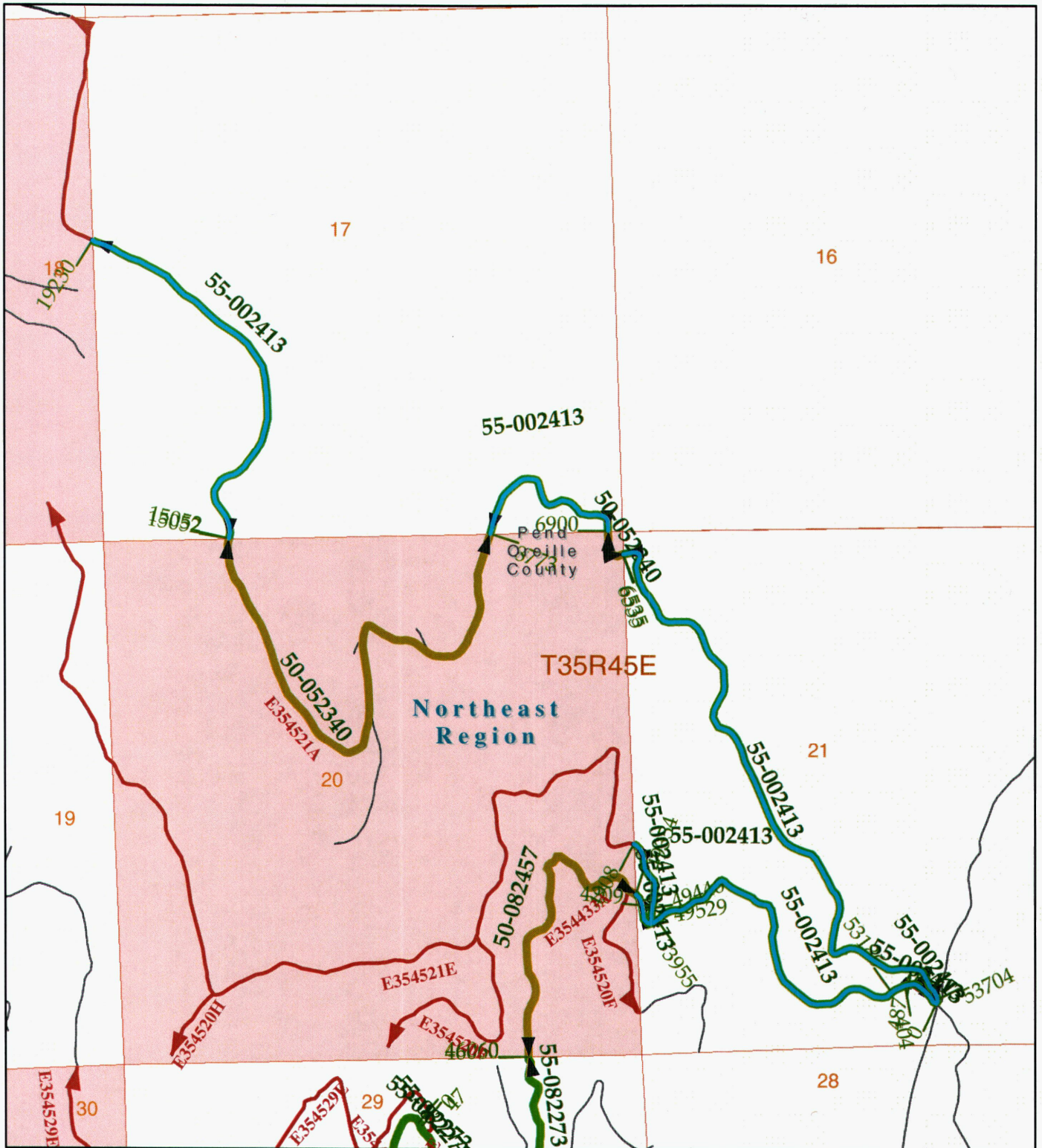


Right of Way Easements Road by USGS

- | | |
|--|---|
| <ul style="list-style-type: none"> 1: Acquired by DNR 2: Granted to Other 9: Unknown | <ul style="list-style-type: none"> 1: Primary Highway/All-Weather/Hard Surface 2: Secondary Highway/All-Weather/Hard Surface 3: Light-Duty Road/All-Weather/Improved 4: Unimproved Road/Fair or Dry Weather 9: Freeway Ramps or Unknown |
|--|---|

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Legend

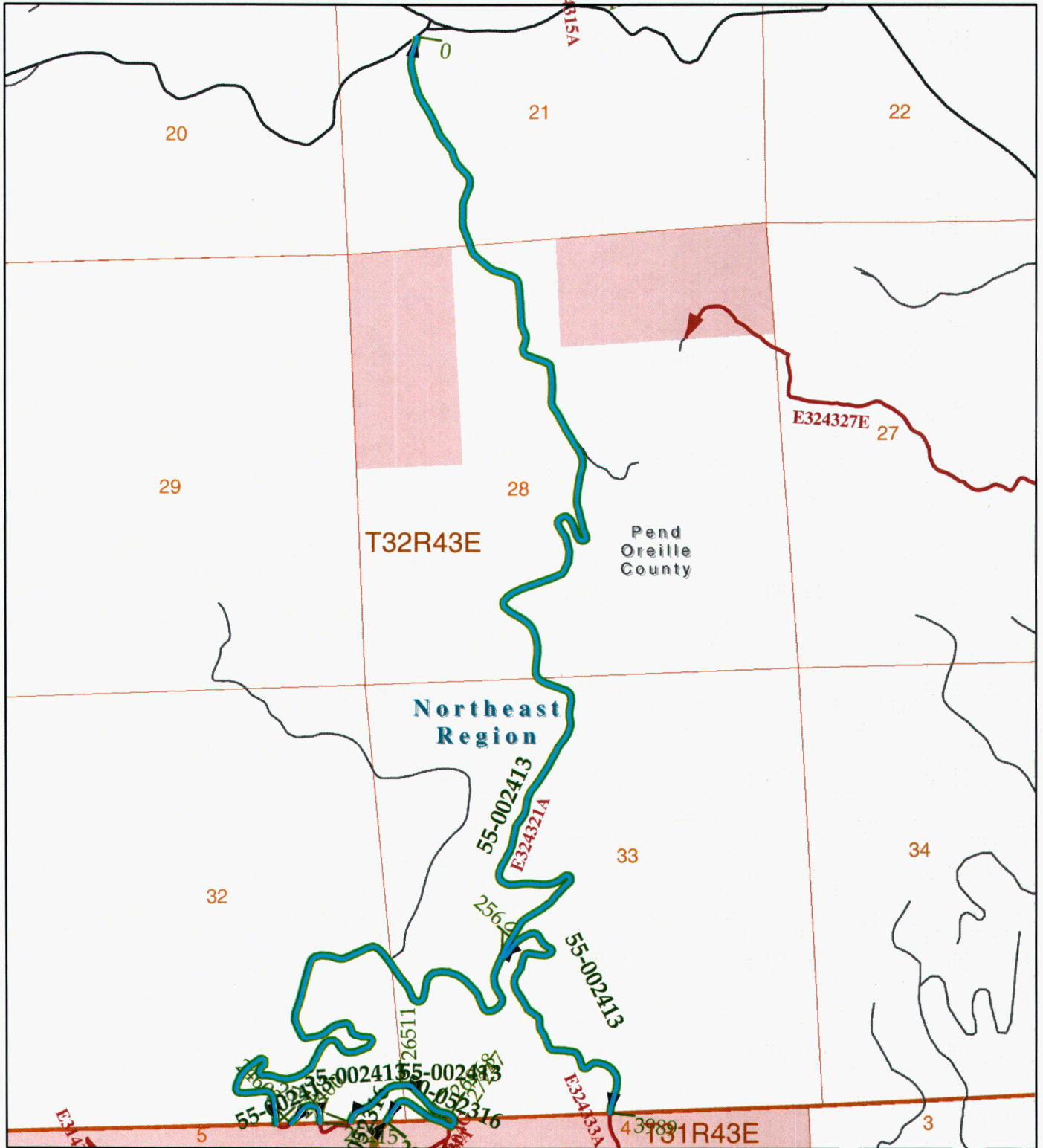


Right of Way Easements Road by USGS

- 1: Acquired by DNR
- 2: Granted to Other
- 9: Unknown
- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- 9: Freeway Ramps or Unknown

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Legend

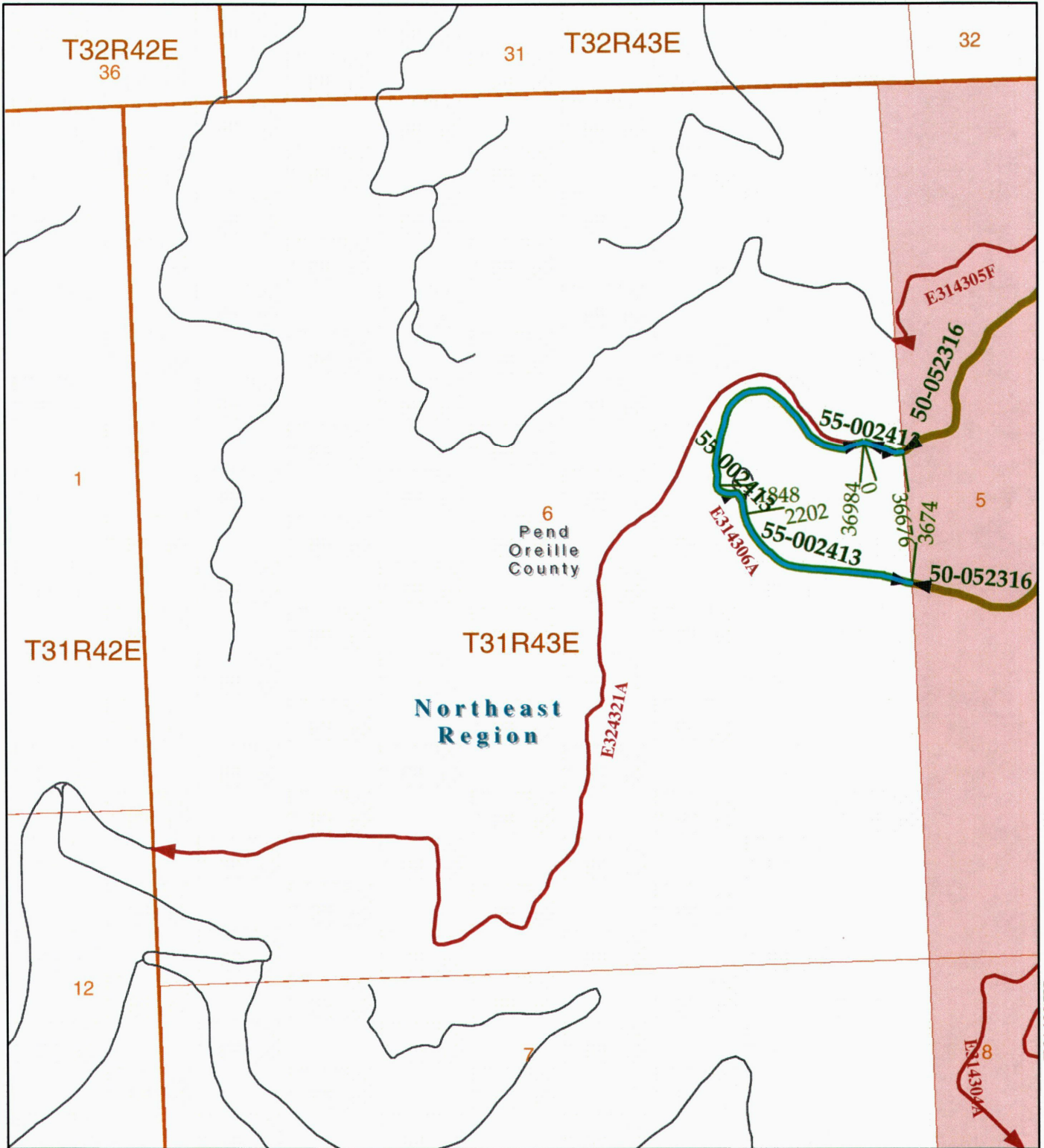


Right of Way Easements Road by USGS

- | | |
|---------------------|---|
| 1: Acquired by DNR | 1: Primary Highway/All-Weather/Hard Surface |
| 2: Granted to Other | 2: Secondary Highway/All-Weather/Hard Surface |
| 9: Unknown | 3: Light-Duty Road/All-Weather/Improved |
| | 4: Unimproved Road/Fair or Dry Weather |
| | 9: Freeway Ramps or Unknown |

DNR Managed Lands

- | |
|--------------------------|
| Granted Trust Lands |
| Forest Board Trust Lands |
| NAP / NRCA |
| Other DNR-Managed Lands |



Legend

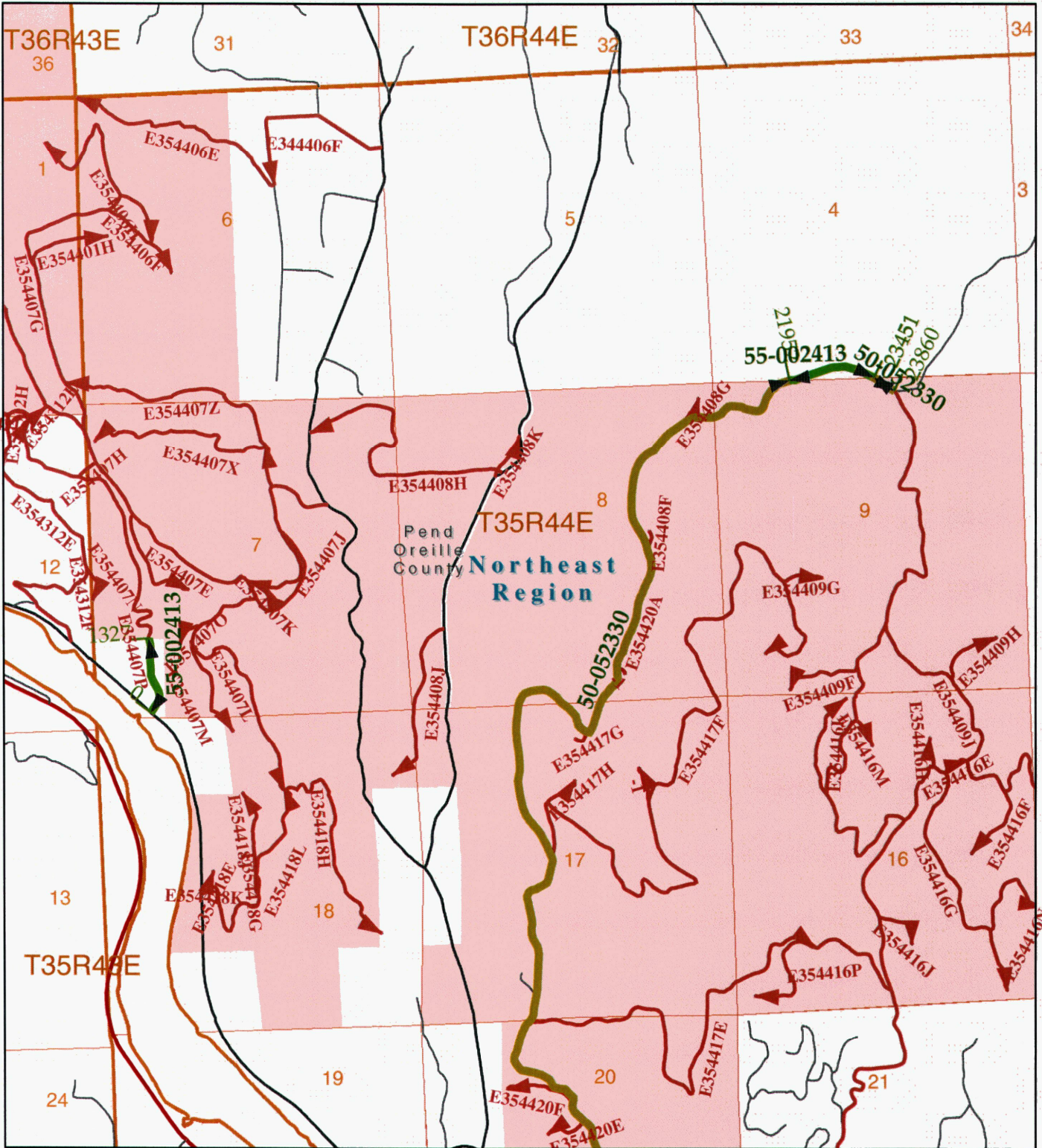


Right of Way Easements Road by USGS

- | | |
|--|---|
| <ul style="list-style-type: none"> 1: Acquired by DNR 2: Granted to Other 9: Unknown | <ul style="list-style-type: none"> 1: Primary Highway/All-Weather/Hard Surface 2: Secondary Highway/All-Weather/Hard Surface 3: Light-Duty Road/All-Weather/Improved 4: Unimproved Road/Fair or Dry Weather 9: Freeway Ramps or Unknown |
|--|---|

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Legend



Right of Way Easements Road by USGS

- 1: Acquired by DNR
- 2: Granted to Other
- 9: Unknown
- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- 9: Freeway Ramps or Unknown

DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER, Commissioner of Public Lands
Olympia, Washington 98504

'94 FEB 22 AM 8 41

VOL. 110 PAGE 106-110
REC. NO. — AMT. PD. Billed
BY S. M. M. M. DEPUTY

EASEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 1994,
by and between CROWN PACIFIC INLAND, herein called "Crown Pacific," and STATE OF
WASHINGTON, acting by and through the Department of Natural Resources, herein called "State,"
WITNESSETH:

I

- A. Crown Pacific for and in consideration of Two Hundred Fifty Nine and no/100 Dollars (\$259.00) and the grant hereinafter made by State, hereby grants, conveys, and warrants to State, its successors and assigns, a permanent easement upon, over, and along rights of way twenty (20) feet in width, over and across NW¹/₄ SW¹/₄, Section 28, Township 33 North, Range 44 East, W.M., in Pend Oreille County, Washington, being ten (10) feet on each side of the centerline of a road located approximately as shown in red on the attached "Exhibit A."

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

- B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Crown Pacific, its successors and assigns, a permanent easement upon, over, and along rights of way twenty (20) feet in width over and across SW¹/₄ SW¹/₄, Section 28, Township 33 North, Range 44 East, W.M., in Pend Oreille County, Washington, being ten (10) feet on each side of the centerline of a road located approximately as shown in green on the attached "Exhibit A."

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

II

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

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities.
2. Provided, however, thirty (30) days prior to any reconstruction, and/or betterment of said road by either party on lands of the other party, the initiating party will submit to the land owning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.
3. Each party hereto may grant to third parties, upon such terms as it chooses, on its own lands, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

204
1% Excise tax on Real Estate Sale
Amount Paid \$ 3.32
Date Feb 18, 1994
BETTY VERBRUGGE, TREASURER
PEND OREILLE COUNTY, WASHINGTON
By C. Halst Deputy

4. Each party hereto may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.
5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
- (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
 - (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

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

6. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
7. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes, to:
- (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
 - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.

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

CROWN PACIFIC INLAND

By Robert W. Madison *Vice Pres.*
Title

Attest _____
Title

Affix Seal of Corporation



Affix Seal of Commissioner of Public Lands

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

R. Bruce Mackey
R. BRUCE MACKEY, Manager
Division of Lands and Minerals

Easement No. 55-002519
Application No. 50-53796

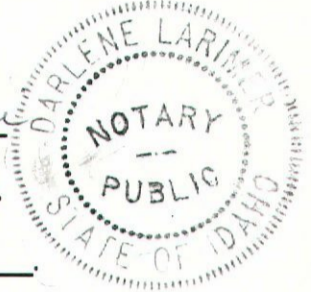
02/rightawa/55002519.eas

STATE OF Idaho)
County of Kootenai)ss

On this 3rd day of February, 19 94, personally appeared before me Robert W Madison to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that He is L.P. authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

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

Darlene Larimer
Notary Public in and for the State of
Idaho residing at Rathdrum
My appointment expires 8-1-96



STATE OF WASHINGTON)
COUNTY OF THURSTON)ss

On this 15th day of February, 19 94, personally appeared before me R. BRUCE MACKEY to me known to be the Lands and Minerals Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



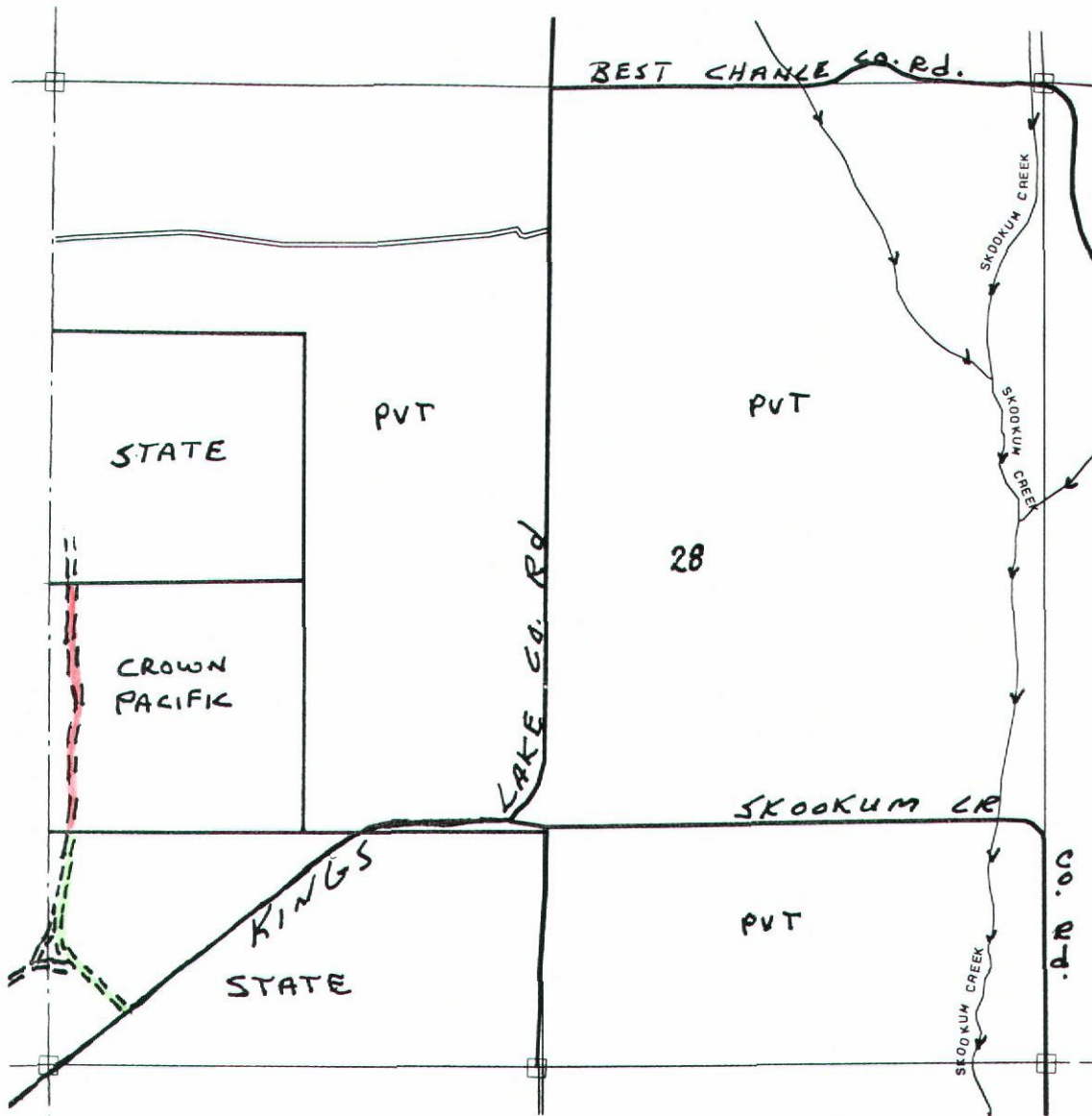
Steven R. Carlson
Notary Public in and for the State of
Washington, residing at Centralia
My appointment expires 9/30/95

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Application No. _____
R/W
Name of Site CROWN PACIFIC

County PENDOREILLE
Region NORTHEAST

TOWNSHIP 33 NORTH, RANGE 44 (E.) (~~XX~~) W.M.
33 44



SCALE: 1"=1000'

DRAWN BY: G.I.S.

DATE: 12/17/93

EXHIBIT A

R/W WIDTH = 20'

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Application No.

County PENDOREILLE

R/W

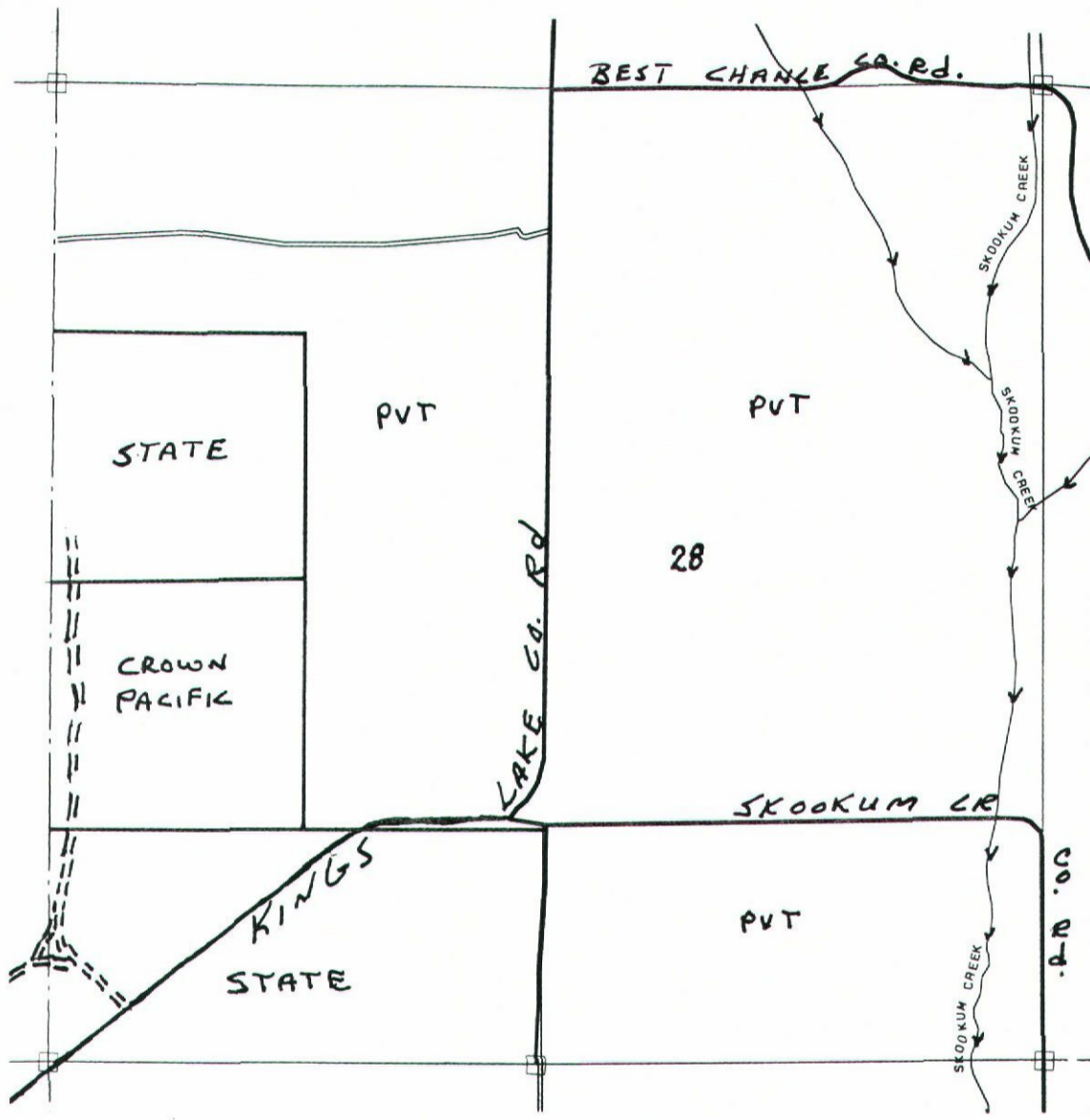
Name of ~~Site~~ CROWN PACIFIC

Region NORTHEAST

TOWNSHIP 33 NORTH, RANGE 44 (E.) (~~XX~~) W.M.

57

44



SCALE: 1"=1000'

EXHIBIT A

R/W WIDTH =20'

DRAWN BY: G.I.S.

DATE: 12/17/93

RECEIVED

FEB 26 1993

LANDS & MINERALS

215849

PEND OREILLE CO. AUDITOR'S OFFICE RECEIVED

93 FEB 16 AM 11:32

VOL 101 PAGE 960-96A
REC. NO. --- AMT. PD. Billed

BY [Signature] DEPUTY

RECEIVED

FEB 12 1993

PEND OREILLE CO. AUDITOR

*Error in date
by P.O. Co.
Auditor
llm*

Colville Agreement Area
DNR 2C Land Exchange
Cost Share Easement

EASEMENT

THIS EASEMENT, dated this 27th day of January 1993, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Washington, hereinafter called Grantee, whose address is 999 Third Avenue, suite 2300, Seattle, Washington, 98104-4096.

WITNESSETH:

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

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal rights-of-way and the sum of ONE DOLLAR (\$1.00) received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, an easement over, along, and across that certain easement for Road No. 1200000 acquired from Burlington Northern, Inc., being 66 feet in width, by deed dated April 17, 1979, recorded May 31, 1979, in Vol. 29, pages 435-440, Auditor's File Number 163520, Pend Oreille County, State of Washington.

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

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

Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

CERTIFIED CORRECT AS TO CONSIDERATION, DESCRIPTION AND CONDITIONS.
By [Signature] Date 1-25-93

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101-960

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

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

- B. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the State of Washington, Department of Natural Resources and Forest Service Right-of-Way Construction and Use Agreement dated March 24, 1975, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

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

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

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of

215849

the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, That the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

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

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

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3 of 4

101- 962

Provided that so long as the State of Washington, Department of Natural Resources and Forest Service Road Right-of-Way Construction and Use Agreement dated March 24, 1975, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

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

IN WITNESS WHEREOF, the Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.42, and the delegation of authority by the Chief, Forest Service, 49 F.R. 34283, August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA
By Jerry W. Sutherland
JERRY W. SUTHERLAND
Director of Lands
Forest Service
Department of Agriculture

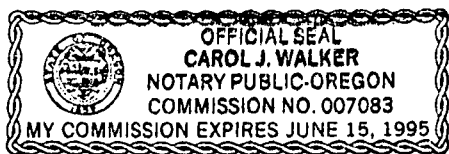
ACKNOWLEDGMENT

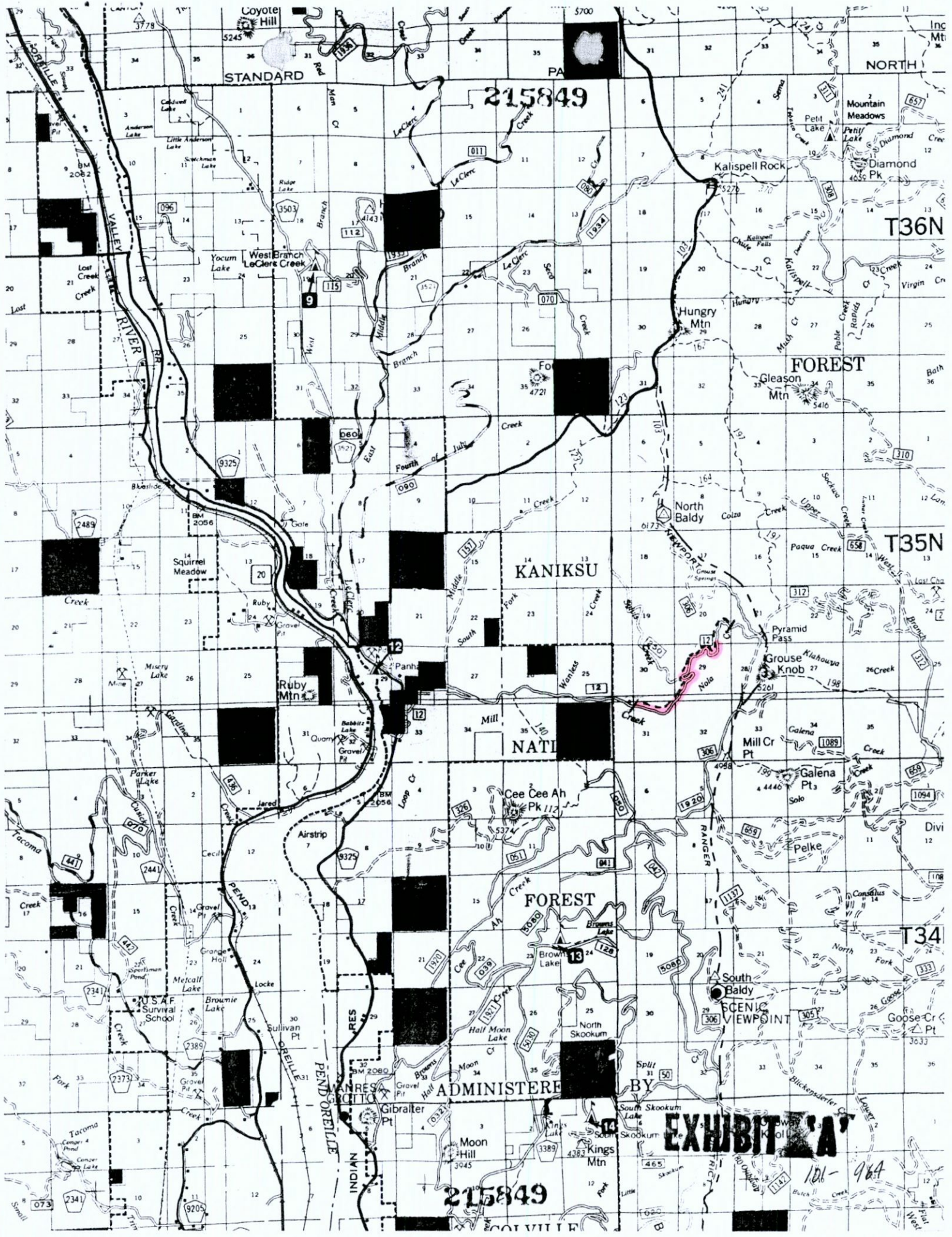
State of OREGON)
) ss.
County of MULTNOMAH)

On this 27th day of January, 1993, before me a Notary Public within and for said State, personally appeared JERRY W. SUTHERLAND, Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

Carol J. Walker
Notary Public for the State of Oregon
Residing at _____
My Commission expires _____





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T36N

FOREST

T35N

KANIKSU

NATIONAL

FOREST

T34

ADMINISTERED BY

EXHIBIT 'A'

215849

106-96A

DN → 115
C/A Mill Cr. Lpp # 6

Cost Share Easement
Deed Number 34491

Title Approved
Reg. 11/14
5/27/82

Recorded: Pend Oreille Co., WA.
April 13, 1982
Book 47, pg 185-187
Acct No 176150

EASEMENT

THIS EASEMENT, dated this 5th day of March, 1982, from BURLINGTON NORTHERN RAILROAD COMPANY, a corporation of the State of Delaware, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee," whose address is Washington D.C. 20013.

WITNESSETH

Grantor, for and in consideration of the grant of reciprocal rights-of-way and the sum of one dollar (\$1.00), received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Pend Oreille, State of Washington:

1. Sylvis 19 Spur A Road No. 1200260 beginning at its junction with the Sylvis Creek Road No. 1200250 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 19, Township 35 North, Range 45 East, W.M., crossing lands of the Grantor in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Government Lot 4, Section 19, Township 35 North, Range 45 East, W.M., and ending on the East line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 35 North, Range 44 East, W.M.
2. Sylvis 19 Spur C Road No. 1200270 beginning at its junction with the Sylvis Creek Road No. 1200250 in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 19, Township 35 North, Range 45 East, W.M., crossing lands of the Grantor in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Government Lots 1 and 2 of Section 19, Township 35 North, Range 45 East, W.M. and ending on the East line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 35 North, Range 44 East, W.M.
3. Upper Nola Spur Road No. 1200300 beginning at its junction with Mill Creek - Squaw Valley Road No. 1200000 in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, Township 35 North, Range 45 East, W.M., crossing lands of the Grantor in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, Section 29, Township 35 North, Range 45 East, W.M. and ending on the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 19, Township 35 North, Range 45 East, W.M.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

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

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

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns.

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

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

C. Grantor shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantee's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in CCA-Mill Creek Road Right-of-Way Construction and Use Agreement dated September 28, 1971, until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else.

D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

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

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

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection,

administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor from lands now owned by third parties in the agreement area as shown on Exhibit A attached hereto shall be treated as though hauled by someone else and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

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

2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

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

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

5. The right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000.00 for injury or death to one person, \$300,000.00 for injury or death to two or more persons, and \$100,000.00 for damage to property: Provided, it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road.

Provided, That so long as the CCA-Mill Creek Road Right-of-Way Construction and Use Agreement dated September 28, 1971, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its

duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

By S. G. Merryman
S.G. Merryman
Title: Vice President, Timber and Land

Attest:

By Susanna N. Lyman
Susanna N. Lyman
Title: Asst. Secretary

ACKNOWLEDGMENT

STATE OF WASHINGTON

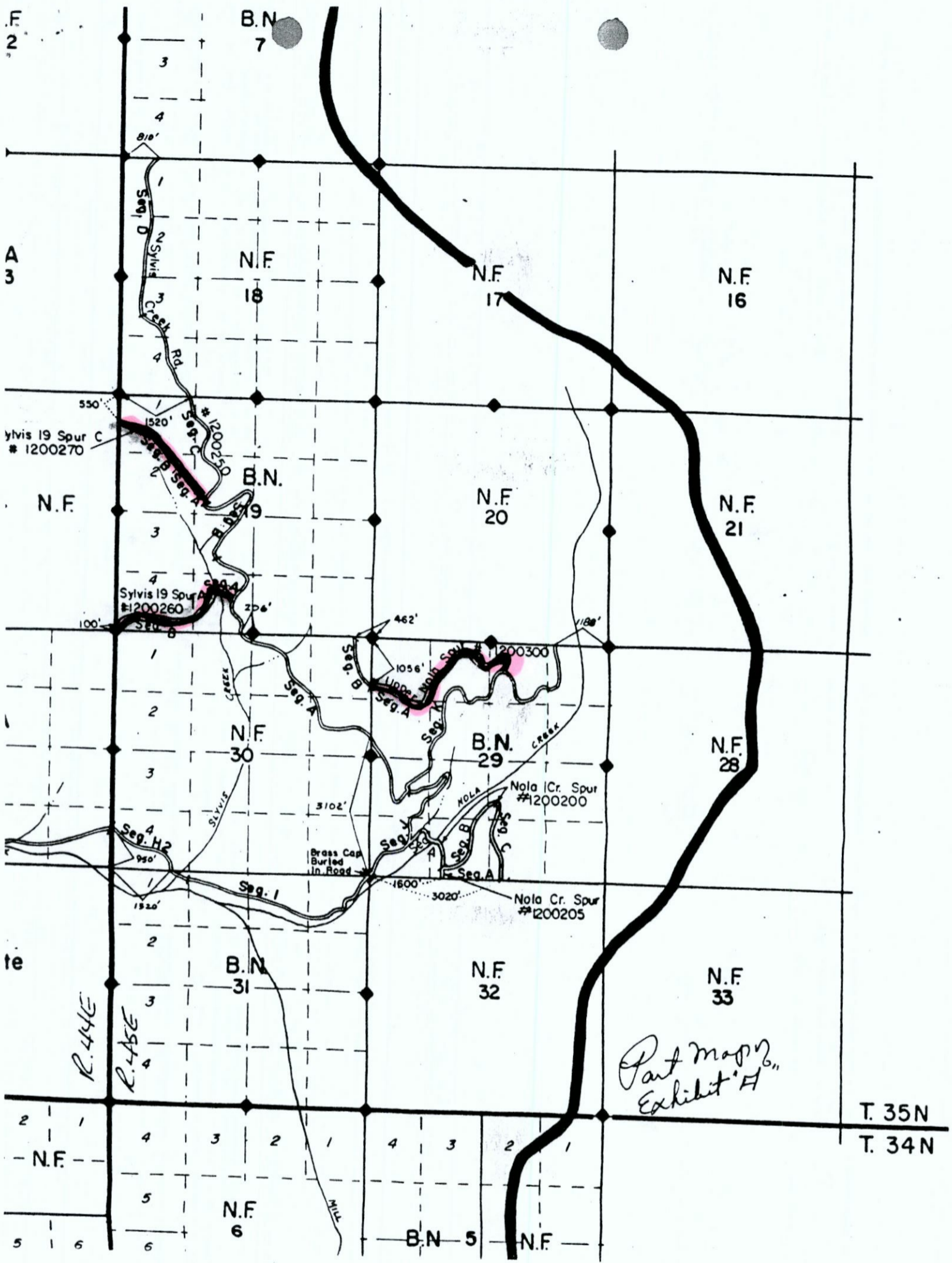
COUNTY OF KING

On this 5th day of March, 1982, before me personally appeared S.G. Merryman, to me known to be the Vice President, Timber and Land of Burlington Northern Railroad Company, the corporation which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Marguerite Ross
Notary Public for the
State of Washington
Residing at Seattle
My Commission Expires 3/22/84

See Road file or East Shore file
5460 Ross Acquisition
CCN-MILCK Supp #6
for signed copy of instrument.



When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Roger Huestis
225 S. Silke Road
Colville, WA 99114

AFN #20120311760
06/04/2012 at 10:52 AM
DOCTYPE: EASEMENT # PAGES: 9
MARIANNE NICHOLS, AUDITOR, PEND OREILLE COUNTY, W/
FILED BY: STATE

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands**

Grantor: Marc A. Brinkmeyer
Grantee: State of Washington, Department of Natural Resources
Legal Description: S25, T35N R44E
Assessor's Property Tax Parcel or Account Number: 443525 00 0000
Cross Reference:
DNR Easement No. 55-088271

#2277
Excise Tax on Real Estate Sale
Amount Paid \$ 79.56
Date 0-4-2012
Treasurer
Pend Oreille County, Washington
By: Roger Huestis Deputy

EASEMENT

THIS AGREEMENT, made and entered into this 11th day of May, 2012,
by and between MARC A. BRINKMEYER, herein called "Grantor," and STATE OF
WASHINGTON, acting by and through the Department of Natural Resources, herein called
"the State," WITNESSETH:

Conveyance. Grantor, for and in consideration of Five Thousand Two Hundred and no/100 Dollars (\$5,200.00), hereby grants, conveys, and warrants to the State, its successors and assigns, a permanent Easement over a parcel of land in Pend Oreille County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said Easement to be sixty (60) feet in width running thirty (30) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by the State for the purpose of hauling forest products and/or other profits including but not limited to sand, gravel, stone or farm products, leasing the property and performing management activities associated with timber production, agriculture or the extraction of profits, and leasing the property for all purposes including communications sites. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by the State located in Pend Oreille County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcel).

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

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

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

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

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

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

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

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

Permittees. The State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

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

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

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

Dated: Feb 23, 2012.




MARC A BRINKMEYER – OWNER
PO Box 220
Laclede, Idaho 83841
(208) 255-3211 Co. Office

Affix Seal of Commissioner
of Public Lands

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 5/11, 2012


PETER GOLDMARK
Commissioner of Public Lands

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

REPRESENTATIVE ACKNOWLEDGMENT

State of Idaho

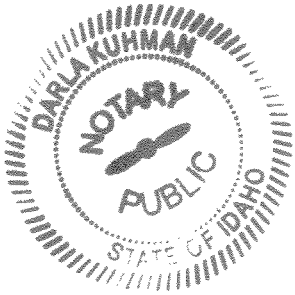
County of Booner

I certify that I know or have satisfactory evidence that MARC A. BRINKMEYER is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) is the owner and is authorized to execute the instrument and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Feb 23, 2012

Darla Kuhman
(Signature)

Darla Kuhman
(Print Name)



Notary Public in and for the State of Idaho, residing at Athol.

My appointment expires 5/24/2013.

STATE ACKNOWLEDGMENT

State of Washington

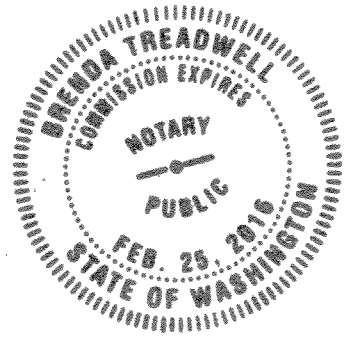
County of Thurston

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

Dated: 5/11/2012

[Signature]
(Signature)

Brenda Treadwell
(Print Name)



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

My appointment expires 7/25/2016
Bj

EXHIBIT A
BURDENED PARCEL
Grantor Land

A strip of land 60 feet in width, lying 30 feet on each side of the following described centerline: Commencing at the West 1/4 Corner of Section 25, Township 35 North, Range 44 East, Willamette Meridian; Thence northerly along the west line of said Section 25 a distance of 510 feet to the centerline of an existing road and the True Point of Beginning of this centerline description; thence N 62°41'16"E a distance of 518.26 feet; thence N50°08'41"E a distance of 441.60 feet; thence N 66°41'42"E a distance of 495.42 feet; thence S83°08'11"E a distance of 217.56 feet; thence N73°16'13"E a distance of 180.65 feet; thence N63°05'31"E a distance of 373.43 feet; thence N89°22'41"E a distance of 118.14 feet; thence N63°05'02"E a distance of 149.04 feet; thence N34°53'21"E a distance of 294.40 feet; thence N14°18'08"E a distance of 213.67 feet; thence N06°09'07"W a distance of 80.27 feet; thence N40°27'18"E a distance of 379.70 feet; thence N 84°56'01" E a distance of 128.57 feet; thence S64°27'55"E a distance of 97.61 feet; thence N87°16'38"E a distance of 44.52 feet; thence N66°53'07"E a distance of 75.45 feet; thence N44°44'12"E a distance of 650.18 feet to a point on the north section line, being 920 feet easterly of the North 1/4 corner of said Section 25, the sidelines of said strip to begin and end at the same boundaries as the centerline.

**EXHIBIT B
EASEMENT AREA
SECTION 25, T 35 N, R 44 E**

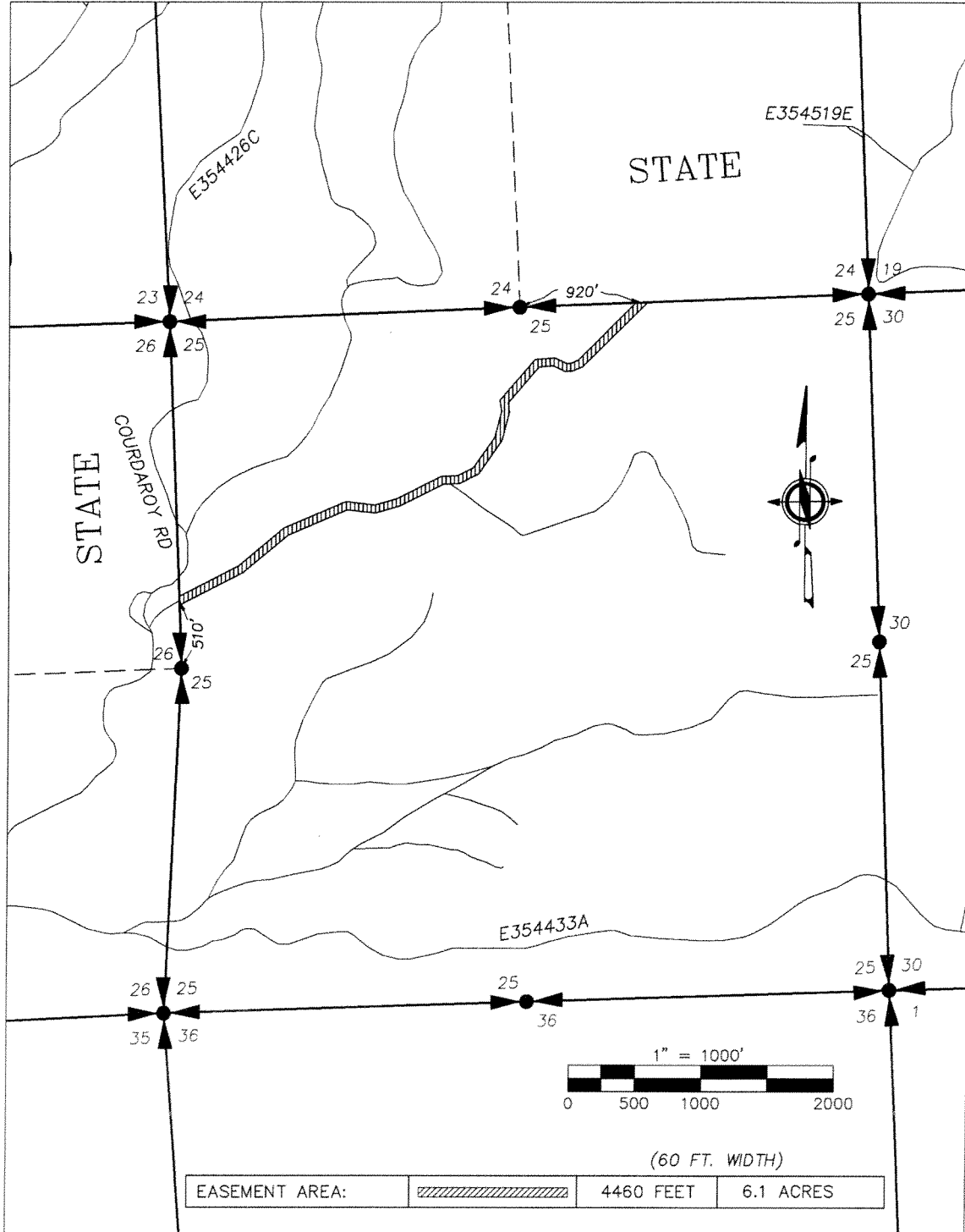


EXHIBIT C
BENEFITED PARCEL
State Land

SE¼ of Section 24, Township 35 North, Range 44 East, W.M. in Pend Oreille, Washington.

11/19/79

File No. 905-21-16.210

Burlington Northern Inc.
Subject: Easement

Cost Share Easement
Deed No. 04153

EASEMENT

THIS EASEMENT, dated this 17th day of April, 1979, from BURLINGTON NORTHERN INC., a corporation of the State of Delaware, hereinafter called "Grantor", to the UNITED STATES OF AMERICA, hereinafter called "Grantee", whose address is Washington D. C., 20013.

WITNESSETH:

Grantor, for and in consideration of the grant of reciprocal rights-of-way and the sum of one dollar (\$1.00), received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises", over and across the lands in the County of Pend Oreille, State of Washington, as described on Exhibit A attached hereto.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is approximately as shown colored red on Exhibit B attached hereto.

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

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns;

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

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

Recorded: Pend Oreille County
Sept 12-1979
Bk 31 - P 197
165007

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. Grantor shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantee's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the CCA-Mill Creek Road Right-of-Way Construction and Use Agreement dated September 28, 1971, until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

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

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

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor from lands now owned by third parties in the agreement area as shown on Exhibit B attached hereto shall be treated as though hauled by someone else and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

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

2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

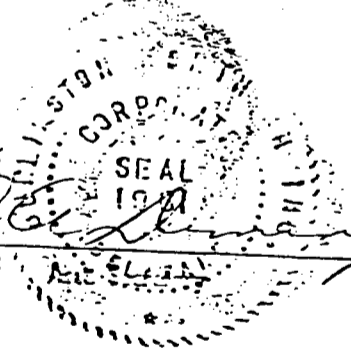
- 3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
- 4. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment, as approved by the Regional Forester.
- 5. The right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000.00 for injury or death to one person, \$300,000.00 for injury or death to two or more persons, and \$100,000.00 for damage to property: Provided, it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road.

Provided, That so long as the CCA Mill Creek Road Right-of-Way Construction and Use Agreement dated September 28, 1971, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, construction, reconstruction, and maintenance of the road and allocation and payment of costs thereof.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

Attest:



By [Signature]
Title: [Signature]

BURLINGTON NORTHERN INC.

By [Signature]
Title: Asst. to President-Resources Division

ACKNOWLEDGMENT

STATE OF MINNESOTA)
 : SS
COUNTY OF Ramsey)

On this 17th day of April, 1979, A.D., before me personally appeared James P. Decker to me known to be the Asst. to President Resources Division of Burlington Northern Inc., the corporation which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

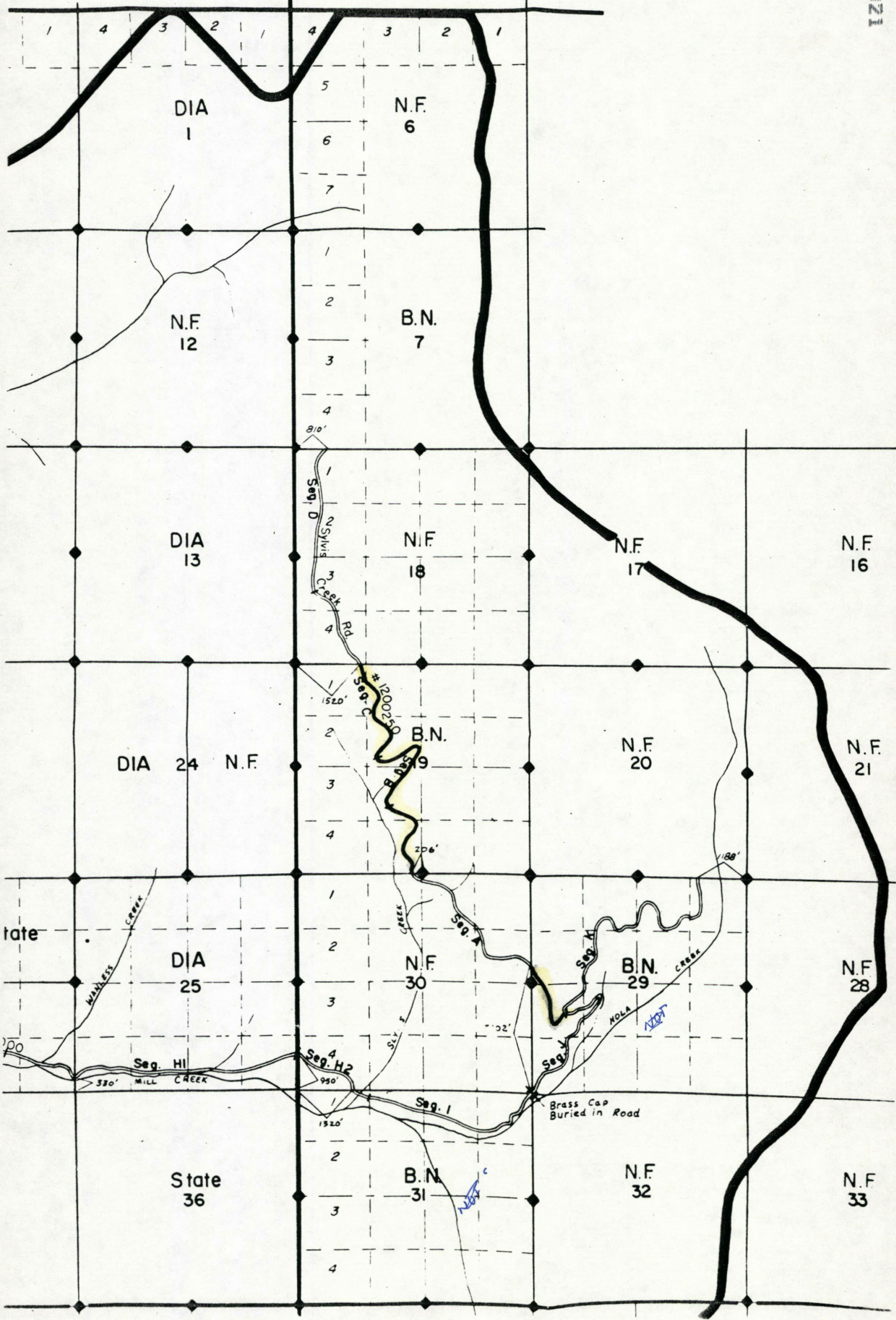
J. Owen J. Donahue
Notary Public for the State
of Minnesota
Residing at Washington County
My Commission Expires 1-3-85

SEAL

EXHIBIT A

Sylvis Creek Road #1200250 beginning at its junction with Mill Creek-Squaw Valley Road #1200000 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 35 North, Range 45 East, W.M., crossing lands of the Grantor in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 29; E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Government Lot 1, Section 19, Township 35 North, Range 45 East, W.M., and ending on the North line of Government Lot 1 of Section 18, Township 35 North, Range 45 East, W.M.

R. 44E W.M.
R. 45E W.M.



RECEIVED

165034

SEP 24 1979

EASEMENT

COMMISSIONER OF PUBLIC LANDS

THIS EASEMENT, dated this 28th day of August, 1979, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Washington, hereinafter called "Grantee."

WITNESSETH:

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

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

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segments of such roads.

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

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

RECEIVED

V 31 P 241-247

79 SEP 14 AM 11:19

Lois Jand

PEND O REILLE
COUNTY AUDITOR

165034

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

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

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

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

- B. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from Purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the State of Washington, Department of Natural Resources and Forest Service Road Right-of-Way Construction and Use Agreement dated March 24, 1975, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

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

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

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payments of any charges hereinabove stated as payable to Grantee for use of the road: Provided, The amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.
- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000 for injury or death to one person, \$300,000 for injury or death to two or more persons, and \$100,000 for damage to property.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

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

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

Provided that so long as the State of Washington, Department of Natural Resources and Forest Service Road Right-of-Way Construction and Use Agreement dated March 24, 1975, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

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

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement pursuant to the Delegation of Authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, 7 CFR 2.60, the Delegation of Authority by the Chief, Forest Service, dated January 5, 1978, (43 FR 1633), on the day and year first above written.

UNITED STATES OF AMERICA

for C.M. Hofferber
R. E. WORTHINGTON
Regional Forester
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF *Oregon*)
COUNTY OF *Multnomah*) : ss.

On the 28th day of August, 19 79, before me, a Notary Public within and for said State, personally appeared C.M. Hofferber the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument for R. E. Worthington, Regional Forester, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

Adas C. Dalby
Notary Public for the State
Of Oregon
Residing at Portland
My Commission Expires 11-23-82

T 36N

T 35N

R 44E WM

R 45E WM

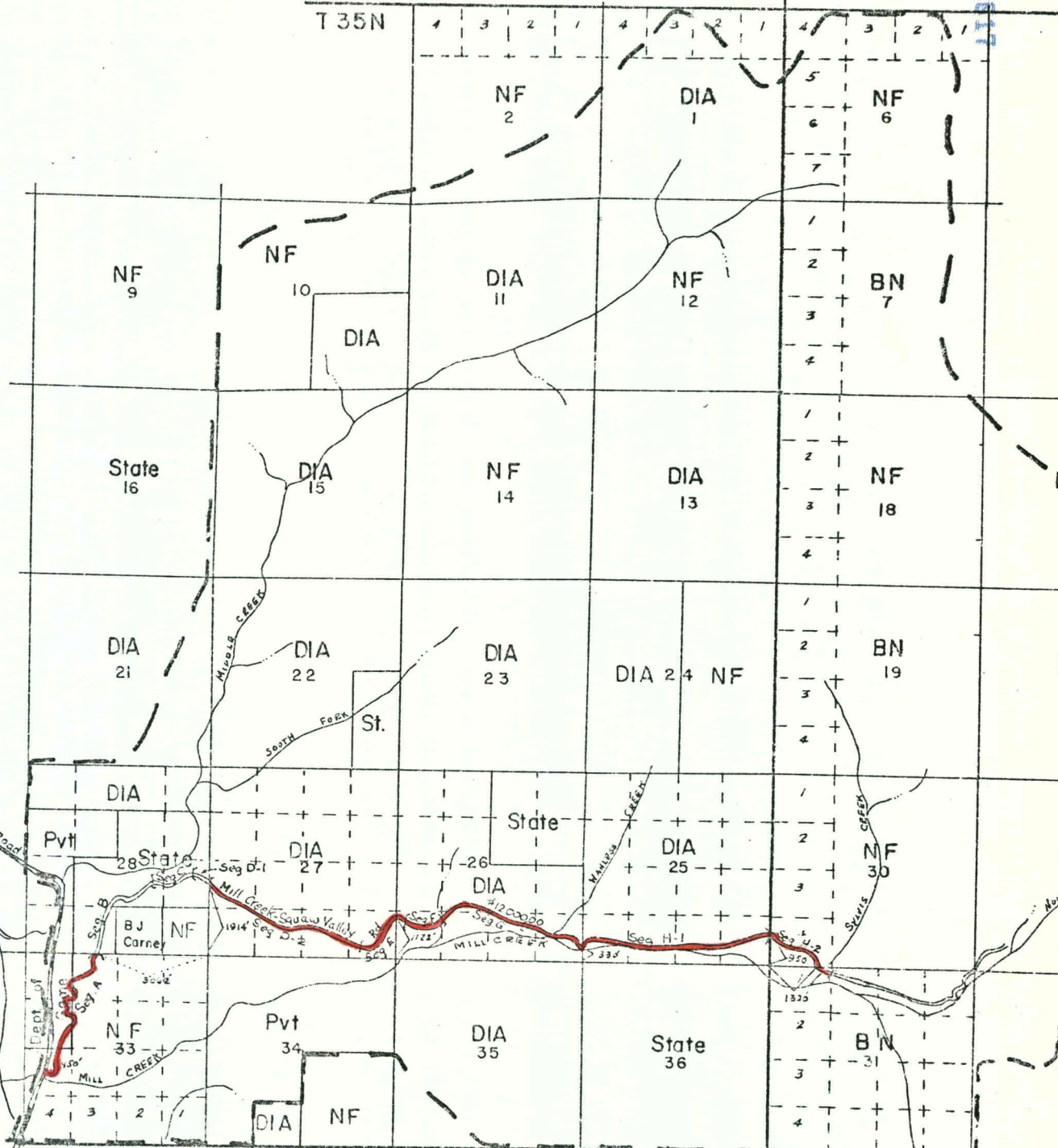


EXHIBIT "B"

D.N.R. - F.S. ROAD RIGHT-OF-WAY CONSTRUCTION AND USE AGREEMENT

SUPPLEMENT NO. 8

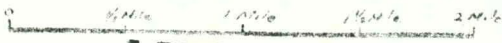
MILL CREEK

LEGEND

SUPPLEMENT BOUNDARY

ROAD SEGMENT AND NUMBER

TRIBUTARY AREA



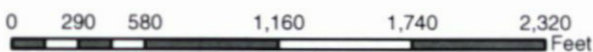
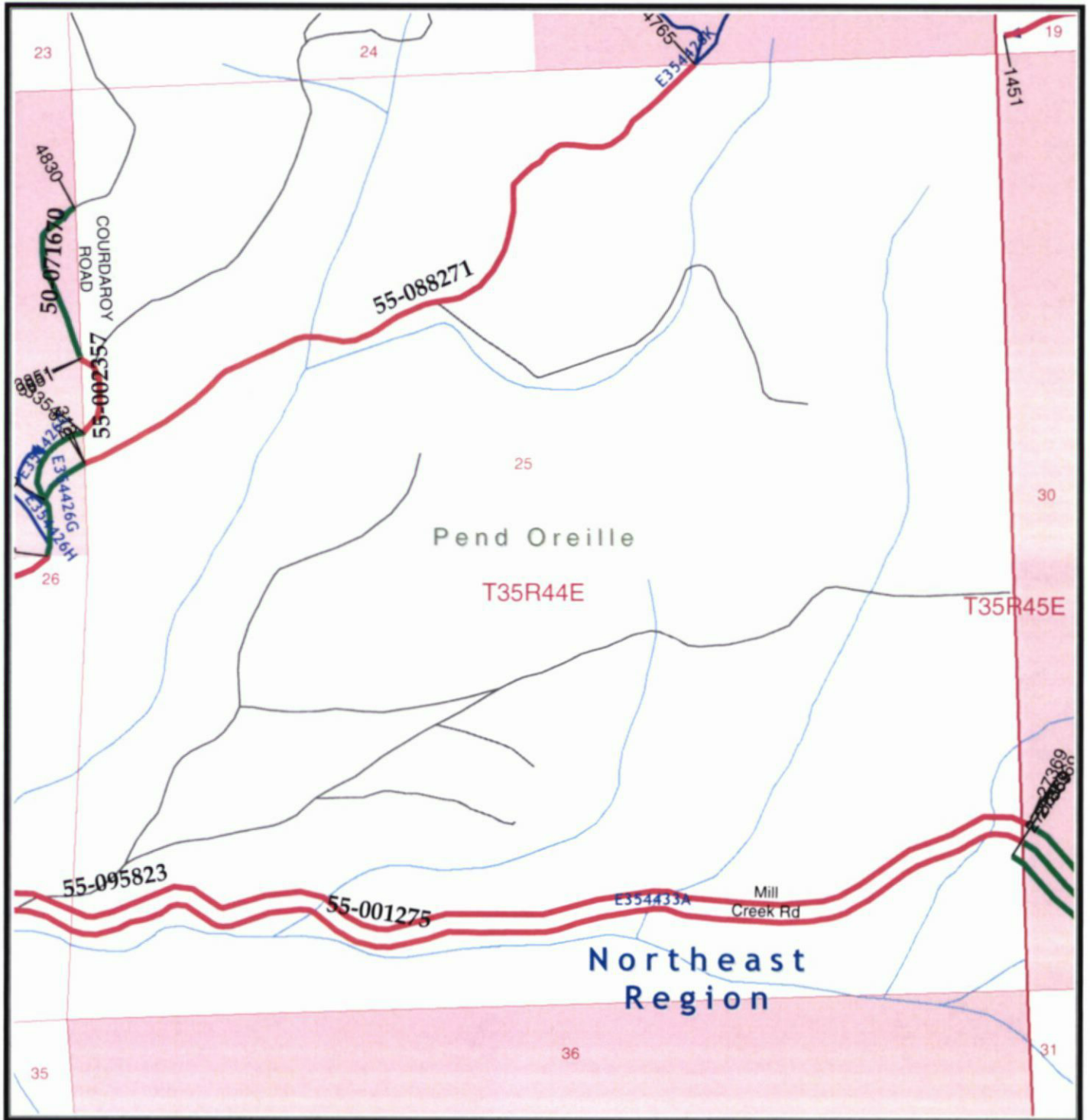
R 44E WM

R 45E WM

BN 7

31

2457



REGIS Right of Way Events Grant Codes

- 1: Acquired by DNR
- 2: Granted to Other
- 3: Merged in Title

DNR Routes

- Route Direction

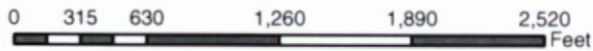
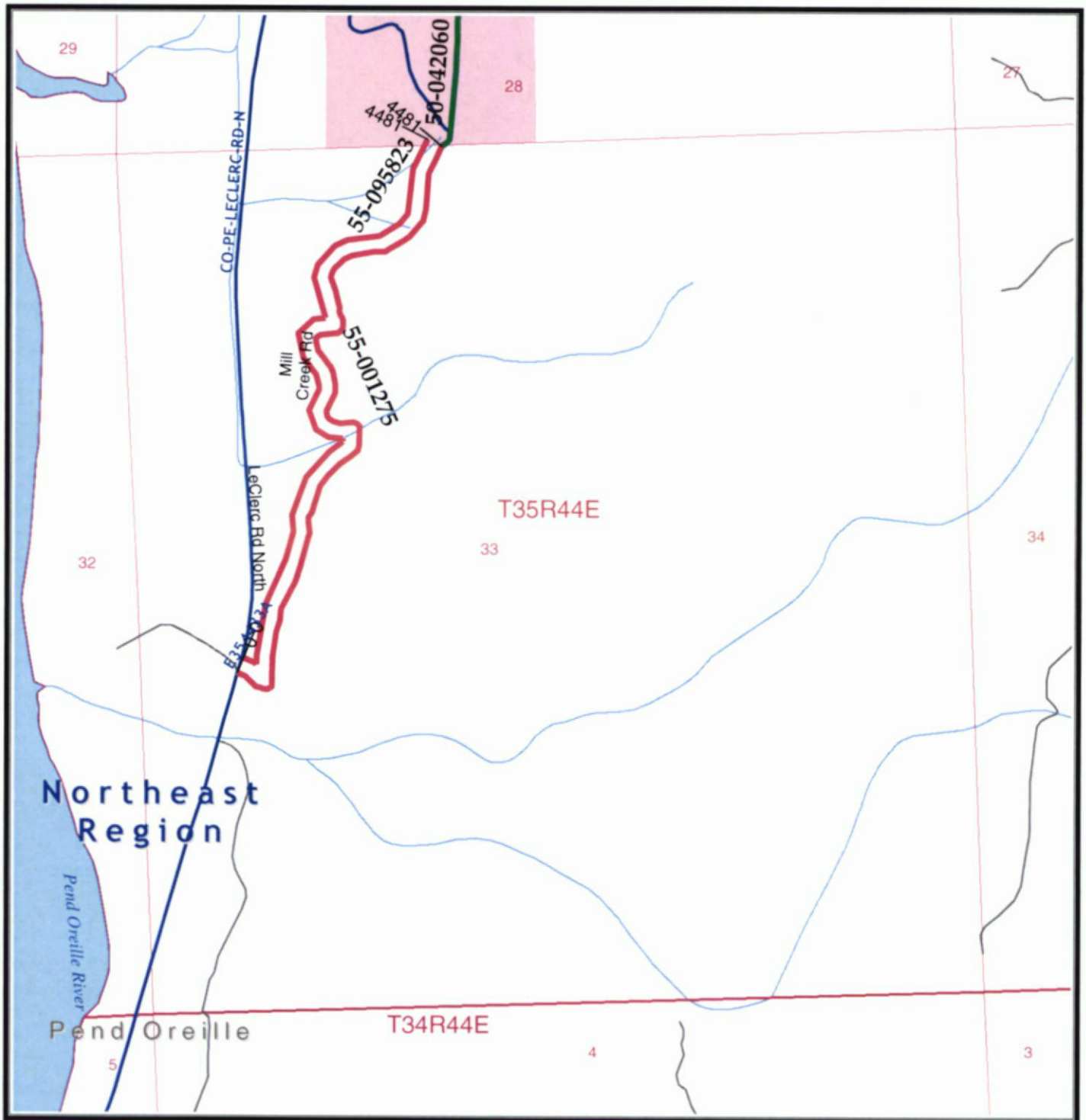
Roads by USGS Class

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- - - 5: 4 wheel drive

DNR-Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands





REGIS Right of Way Events Grant Codes

- 1: Acquired by DNR
- 2: Granted to Other
- 3: Merged in Title

DNR Routes

- Route Direction

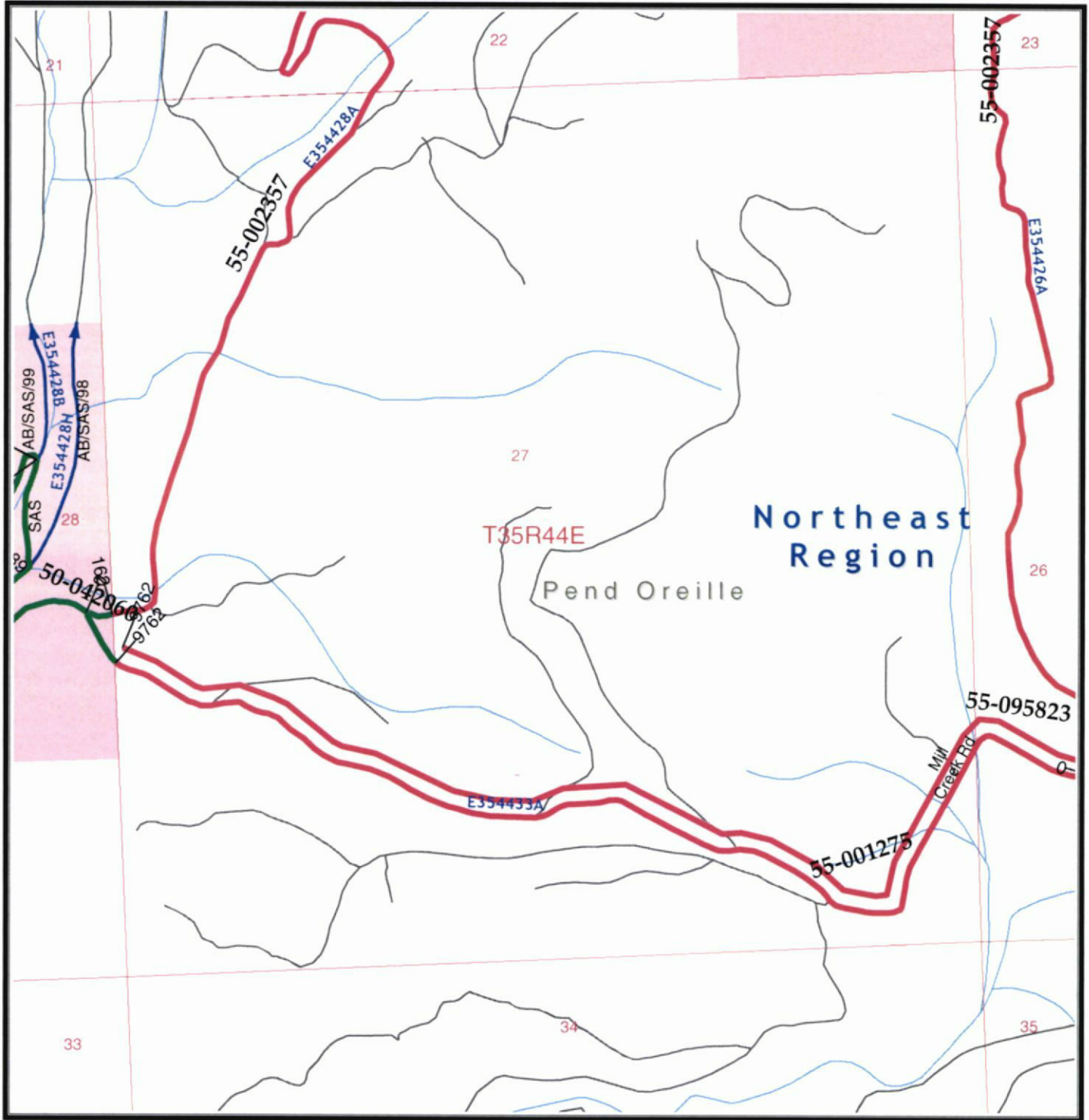
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- 4: Unimproved Road/Fair or Dry Weather
- - - 5: 4 wheel drive

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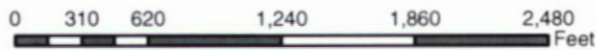
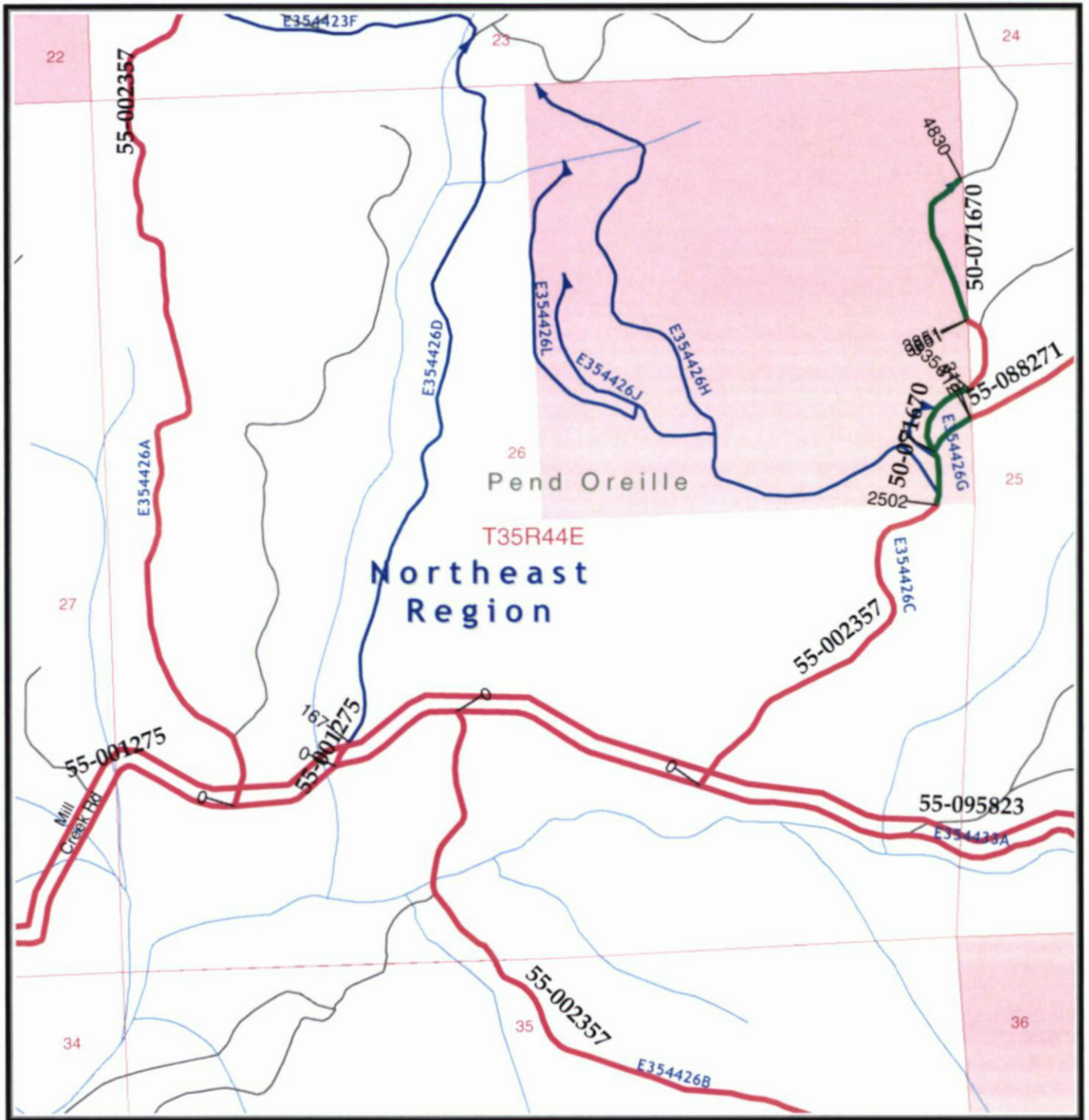
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DNR-Managed Lands

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- - - - 5: 4 wheel drive

DNR-Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



AFN #20210345059
07/13/2021 at 02:02 PM
DOCTYPE: EASEMENT # PAGES: 30
MARIANNE NICHOLS, AUDITOR, PEND OREILLE COUNTY, W.
FILED BY: DEPARTMENT OF NATURAL RESOURCES

50-102307 & 55-102306

Return to:

Department of Natural Resources
225 S. Silke Road
Colville, WA 99114
Attn: Rights of Way

11258
Excise Tax on Real Estate Sale
Amount Paid \$ 490.59
Date 07-13-2021
Treasurer
Pend Oreille County, Washington
By [Signature] Deputy

Document Title(s) (or transactions contained therein):

EASEMENT EXCHANGE

Reference Number(s) of Document Assigned or Released:

N/A

State (Last name first, then first name and initials)

11259
Excise Tax on Real Estate Sale
Amount Paid \$ 8
Date 07-13-2021
Treasurer
Pend Oreille County, Washington
By [Signature] Deputy

State of Washington, acting by and through the Department of Natural Resources

Exchanger (Last name first, then first name and initials)

Stimson Washington, Inc., a Washington corporation

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

State: Government Lots 9 and 10 of Section 16, Township 39 North, Range 43 East, W.M., County of Pend Oreille, State of Washington.

Exchanger: The South Half and the Northwest Quarter of Section 15, and the North Half of the Northeast Quarter of Section 22, Township 31 North, Range 43 East, W.M.;

The Southeast Quarter of Section 21, Township 32 North, Range 43 East, W.M.;

The Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of Section 9, Township 39 North, Range 43 East, W.M.;

The West Half of the Northwest Quarter and Lots 3 and 4 and the West Half of the Southwest Quarter, all in Section 16, Township 39 North, Range 43 E.W.M., Pend Oreille County, State of Washington; EXCEPTING THEREFROM the Patented-Annex Lode Claim M.S. 971 and the unpatented Queen Lode now called the Yellowhead Lode; EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille

Mines and Metals Company to the United States of America, recorded April 2, 1963 as Recording No. 109239 in Book 42 of Deeds, Pages 114 through 117, for transmission line right of way; ALSO EXCEPTING THEREFROM that portion thereof described in the Deed from Pend Oreille Mines and Metals Company to the County of Pend Oreille, recorded August 27,

1962 as Recording No. 107527, in Book 41 of Deeds, Pages 81 and 82; ALSO EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille Mines and Metals Company to Letha A. Tucker, recorded February 14, 1980, as Recording No. 166796 in Book 33 of Official Records, Pages 141 through 143 and amended Quit Claim Deed recorded May 21, 1982 as Recording No. 176632 in Book 47 of Official Records, Pages 793 and 794.

SURFACE RIGHTS ONLY TO THE FOLLOWING:

Josephine, Hortense, Hidden Falls, Annex, Homestake Fraction & Mystery Lode Mining Claims designated by the Surveyor General as Survey No. 971 in Section 16, Township 39 North, Range 43 E.W.M., as recorded in Book 4 at Page 84, records of the Auditor of Pend Oreille County, Washington: EXCEPT the Sullivan Lode Mining Claim (Survey No. 809); EXCEPT any portion lying within the West half of the Southwest Quarter of said Section 16; AND ALSO EXCEPT any portion of the Mystery and Homestake Fraction Lode Claims in Survey No. 971 which may be in conflict with the West half of said Section 16, Township 39 North, Range 43 East, W.M.;

The West Half of Section 19, Township 35 North, Range 45 East, W.M., County of Pend Oreille, State of Washington.

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number 433115000001, 433115200001, 433122100001, 433221000001, 433909400002, 433916330001, 433916460002, 453519000000

Additional Parcel Numbers on page of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When recorded return to:
Department of Natural Resources
Northeast Region
Attn: Rights of Way
225 S. Silke Road
Colville, WA 99114

Auditor File #: 2021 0008142

Recorded at the request of:

NATURAL RESOURCES, DEPT. OF

on 07/12/2021 at 14:25

Total of 28 page(s) Paid: \$ 130.50
STEVENS COUNTY, WASHINGTON
LORI LARSEN, AUDITOR

CLINTON



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

EASEMENT EXCHANGE

Exchanger(s): STIMSON WASHINGTON INC., a Washington corporation

State: STATE OF WASHINGTON, acting by and through the Department of Natural Resources

Legal Description:

Exchanger:

Stevens County:

Government Lot 1 (The Northeast Quarter of the Northeast Quarter) of Section 3, Township 28 North, Range 40 East, W.M.; and the Northwest Quarter, and Government Lot 3 (the Northwest Quarter of the Southwest Quarter) of Section 31, Township 33 North, Range 42 East, W.M., County of Stevens, State of Washington.

AP Nos.: 2422300, 5882700

Pend Oreille County:

The South Half and the Northwest Quarter of Section 15, and the North Half of the Northeast Quarter of Section 22, Township 31 North, Range 43 East, W.M.;

AP Nos. 433115000001, 433115200001, 433122100001

The Southeast Quarter of Section 21, Township 32 North, Range 43 East, W.M.;

AP No. 433221000001

The Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of Section 9, Township 39 North, Range 43 East, W.M.;

AP No. 433909400002

The West Half of the Northwest Quarter and Lots 3 and 4 and the West Half of the Southwest Quarter, all in Section 16, Township 39 North, Range 43 E.W.M., Pend Oreille County, State of Washington; EXCEPTING THEREFROM the Patented-Annex Lode Claim M.S. 971 and the unpatented Queen Lode now called the Yellowhead Lode; EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille

Real Estate Excise Tax
Aff. # 28034
Date 7/12/21
Paid 130.53

Mines and Metals Company to the United States of America, recorded April 2, 1963 as Recording No. 109239 in Book 42 of Deeds, Pages 114 through 117, for transmission line right of way; ALSO EXCEPTING THEREFROM that portion thereof described in the Deed from Pend Oreille Mines and Metals Company to the County of Pend Oreille, recorded August 27, 1962 as Recording No. 107527, in Book 41 of Deeds, Pages 81 and 82; ALSO EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille Mines and Metals Company to Letha A. Tucker, recorded February 14, 1980, as Recording No. 166796 in Book 33 of Official Records, Pages 141 through 143 and amended Quit Claim Deed recorded May 21, 1982 as Recording No. 176632 in Book 47 of Official Records, Pages 793 and 794.

AP No. 433916330001

SURFACE RIGHTS ONLY TO THE FOLLOWING:

Josephine, Hortense, Hidden Falls, Annex, Homestake Fraction & Mystery Lode Mining Claims designated by the Surveyor General as Survey No. 971 in Section 16, Township 39 North, Range 43 E.W.M., as recorded in Book 4 at Page 84, records of the Auditor of Pend Oreille County, Washington: EXCEPT the Sullivan Lode Mining Claim (Survey No. 809); EXCEPT any portion lying within the West half of the Southwest Quarter of said Section 16; AND ALSO EXCEPT any portion of the Mystery and Homestake Fraction Lode Claims in Survey No. 971 which may be in conflict with the West half of said Section 16, Township 39 North, Range 43 East, W.M.;

AP No. 433916460002

The West Half of Section 19, Township 35 North, Range 45 East, W.M., County of Pend Oreille, State of Washington.

AP No. 453519000000

State:

Pend Oreille County:

Government Lots 9 and 10 of Section 16, Township 39 North, Range 43 East, W.M., County of Pend Oreille, State of Washington.

AP No.: N/A

DNR Easement Exchange Nos.: 50-102307 and 55-102306

This Agreement is between STIMSON WASHINGTON INC., a Washington corporation, herein called "Exchanger" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of 6/30/2021, Effective Date".

Consideration. In exchange for the mutual promises and covenants herein contained, the mutual receipt and sufficiency of which is hereby acknowledged, and the sum of THIRTY-NINE THOUSAND SIX HUNDRED SIXTEEN AND NO/100 DOLLARS (\$39,616.00) paid by State to Exchanger, the parties agree to the following terms and conditions:

Conveyances.

- A. To State. Exchanger hereby grants and conveys, to State, its successors and assigns, permanent, non-exclusive easements for roadways, skid trails and landings over parcels of land in Stevens and Pend Oreille Counties legally described as set forth in Exhibit A, said roadway easements to be the lengths and widths reflected and in the locations approximately as shown on Exhibits B-1, B-1 (Inset), B-2, B-3, B-3 (Inset), B-4, B-5, B-6 and B-7; and a landing as shown on Exhibits B-1 and B-1 (Inset), being 100 feet in width and 125 feet in length (100 x 125); and two (2) skid trails as shown on Exhibits B-1 and B-1 (Inset) being 20 feet in width and 35 feet in length, and 20 feet in width and 481 feet in length respectively, (hereafter individually and collectively referred to as Easement Area or Road).
- B. To Exchanger. State hereby grants and conveys, to Exchanger, its successors and assigns, permanent, non-exclusive easements for roadways over parcels of land in Pend Oreille County legally described as set forth in Exhibit A, said easements to be the lengths and widths reflected and in the locations approximately as shown on Exhibit C (hereafter individually and collectively referred to as Easement Area or Road).

Purpose. The easements are conveyed to provide ingress and egress to and from lands owned or hereafter acquired for resource management and administrative activities, including, but not limited to:

- Hauling timber products, valuable materials such as sand, gravel, stone and minerals, special forest products such as tree boughs and brush,
- Performing management activities associated with forestlands, such as reforestation, routine ongoing inventory and stocking control,
- Leasing and managing communication, grazing and agricultural sites, and
- Leasing for resource activities consistent with county zoning and other terms and conditions included in this easement.

Authorized use shall include the right to travel, maintain, repair, construct or reconstruct each respective Easement Area subject to the restrictions set forth hereafter. No rights of public access are granted by either party under this Agreement.

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

Reservations. Each fee owner reserves all rights incident to fee ownership of the Easement Area

on their respective lands and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the Easement Area on its land; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Each fee owner may grant to third parties any and all rights reserved on its land.

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

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

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

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

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

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

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

limited to the following:

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

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

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

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

Inadvertent Discovery of Human Skeletal Remains (RCW 68.50.645, RCW 27.44.055, and RCW 68.60.055). Disturbance of human skeletal remains is subject to felony criminal prosecution and fines under state law. If ground disturbing activities encounter human skeletal remains during the course of the work, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains will be reported to local law enforcement and the county medical examiner/coroner in the most expeditious manner possible as required by law. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Natural Resources and DAHP, which will then take jurisdiction over the remains. DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. DAHP and the Department of Natural Resource's tribal liaison will then handle consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Ground Disturbing Activities. Ground Disturbing Activities can occur when the ground is

compacted, traversed, or cut and may include such activities as blading, excavation, grading, grubbing, leveling, potholing, and trenching. Ground disturbances can also occur from vehicular traffic including heavy equipment (excavators, backhoes, bulldozers, boring, trenching and earthmoving equipment, etc.), heavy trucks (large four wheel drive trucks, dump trucks and tractor trailers, etc.), and from the use of hand tools (shovels, pick axe, posthole digger, etc.).

Cultural and Archaeological Resources Inventory Survey. Prior to construction activities, State may require that the Grantee retain a professional archaeologist to perform a Cultural and Archaeological Resources Inventory Survey (hereinafter, "CAR Survey") for the Easement Area. The professional archaeologist shall meet the United States Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) for Archeology and Historic Preservation, found at https://www.nps.gov/history/local-law/arch_stnds_9.htm, or as otherwise required by the Washington State Department of Archaeology and Historic Preservation (DAHP). All cultural resource work will be completed to ensure compliance with RCW 27.53 and RCW 27.44. DAHP approval is required before finalizing or submitting CAR Survey reports, archaeological site forms, and other cultural resource documents to regulatory agencies.

Cultural Resources Monitoring. When cultural resources monitoring is required by State or regulatory agencies, the Grantee shall submit for State's approval a Cultural Resources Monitoring Plan (Monitoring Plan), or Inadvertent Discovery Plan. If cultural features, artifact concentrations, bone, or intact archaeological deposits are encountered during monitoring, the archaeological monitor has the authority to halt work in the immediate vicinity and take the appropriate steps as outlined in the Monitoring Plan or Inadvertent Discovery Plan.

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

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

Waste. An easement holder shall not cause nor permit any filling activity to occur in or on the Easement Areas, except by prior written approval of the fee owner. An easement holder shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement

Areas except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Resource Conservation and Recovery

Act (42 USC § 6901 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC § 9601 *et seq.*), or the Washington Model Toxic Control Act (RCW 70.105D). An easement holder shall immediately notify the fee owner if the easement

holder becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Area arising out of any action of the easement holder or its Permittees, the easement holder shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. An easement holder shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the landowner, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at the easement holder's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

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

Before using any of said rights granted herein and at its own expense, the Exchanger shall obtain and keep in force during the term of this agreement and require its Permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Exchanger against liability arising out of its operations, including use of vehicles. In addition State shall require its Permittees to comply with the same insurance requirements. The limits of insurance, which may be increased by mutual agreement of both parties, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence or Personal Liability insurance, as applicable, under a personal liability policy, commercial liability insurance policy, or package property and liability insurance policy. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".
- (d) Exchanger shall comply with all State of Washington workers' compensation statutes and regulations. Except as prohibited by law, Exchanger waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial general liability or commercial umbrella liability insurance. All contractors, subcontractors, or other permittees of Exchanger and State must comply with all State of Washington workers' compensation statutes and regulations.

All insurance should be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception to Exchanger's obligation to provide and maintain insurance (including its Permittees) shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. Any exception to the State's obligation to provide and maintain insurance (including its Permittees) shall be reviewed and approved by the Exchanger. 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, its elected and appointed officials, agents and employees shall be named as an additional insured by the Exchanger on all general liability, excess, and umbrella insurance policies required by this Agreement. Before using any said rights granted herein, Exchanger shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference State's easement number. State shall furnish, upon request, a certificate of insurance showing compliance with the insurance requirements specified above.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW48.18 or RCW 48.15).

Exchanger shall include all Permittees as insureds under all required insurance policies or require separate certificates of insurance and endorsements for each. Exchanger shall require its Permittees to provide certificates of insurance to Exchanger and require Permittee's sub-

contractors to be insured under the Permittee's policy or have in its possession separate certificates of insurance and endorsements for each. Failure of Permittees to comply with Exchanger's insurance requirements does not limit Exchanger liability or responsibility.

State shall require its Permittees provide certificates of insurance to State and shall require Permittee's sub-contractors to be insured under the Permittee's or have in its possession separate certificates of insurance and endorsements for each. Failure of Permittees to comply with State's insurance requirements does not limit State's liability or responsibility.

State and Exchanger shall furnish upon request certificates of insurance and endorsements for any or all Permittees.

All insurance provided by the Exchanger in compliance with this agreement shall be primary. Exchanger 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 agreement.

By requiring insurance herein, the parties do not represent that coverage and limits will be adequate to protect the other party, and such coverage and limits shall not limit the parties' respective liability and obligations under the indemnities and reimbursements granted in this agreement.

If Exchanger is self-insured, Exchanger certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in the Agreement. Exchanger shall provide to State evidence of its status as a self-insured entity. Upon request by State, Exchanger shall provide a written description of its financial condition and/or the self-insured funding mechanism. Exchanger shall provide State with at least thirty (30) days written notice prior to any material changes to Exchanger's self-insured funding mechanism.

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

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

Exchanger waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless State and its Permittees. This indemnification shall survive the expiration or termination of the easement.

Notice. Unless otherwise specified herein, any notices required or permitted under this Agreement may be (i) delivered personally, (ii) delivered by a recognized national overnight delivery service, or (iii) mailed by certified United States mail, postage prepaid and return receipt requested. Notices to any party shall be directed to the address set forth below in this section, or to such other additional address as any party may specify by notice to the other party. Any notice delivered in accordance with this section shall be deemed given (a) in the case of personal delivery, on the day of delivery, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the day of delivery to this service, or (c) in the case of any notice mailed by certified U.S. mail, upon receipt of the return receipt.

To State:

DNR Northeast Region
225 S. Silke Road
Colville, WA 99114
(509) 684-7474

To Exchanger:

Stimson Washington, Inc.
520 SW Yamhill St., Ste. 700
Portland, OR 97204
(509) 447-3686

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

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

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

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

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

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

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

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

TRC 8/5/2021

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

EXCHANGER

STIMSON WASHINGTON INC.,
a Washington corporation

Dated: 5-25, 2021.

Andrew W. Miller
By: ~~Dan McFall~~ Andrew Miller
~~CEO/COO~~ President
520 SW Yamhill St., Ste. 700
Portland, OR 97204
(509) 685-2730

STATE

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 6/30, 2021.

Angus W. Brodie
Angus W. Brodie
Deputy Supervisor for State Uplands
PO Box 7000
1111 Washington St SE
Olympia, WA 98504-7000
(360) 902-1600



Approved as to Form only
This 16th day of May, 2014
by Ryan Jarvis
Assistant Attorney General
for the State of Washington

REPRESENTATIVE ACKNOWLEDGEMENT

State of Oregon
~~Washington~~

County of Multnomah

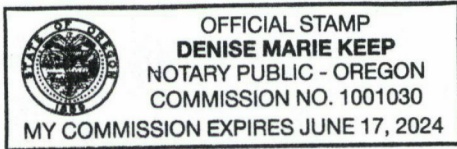
I certify that I know or have satisfactory evidence that Andrew Miller is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a PRESIDENT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/25/2021

(Seal or stamp)

Denise Marie Keep
(Signature)

Denise Marie Keep
(Print Name)



Notary Public in and for the State of Oregon
residing at Beavercreek, OR

My appointment expires 6/17/2024

TRO 8/5/2021

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

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

Dated: 06/30/2021

Tami K. Kellogg
(Signature)

(Seal or stamp)

Tami K. Kellogg
(Print Name)



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

My appointment expires 11/28/2024

EXHIBIT A
Burdened Parcels

Exchanger:

Stevens County:

Government Lot 1 (The Northeast Quarter of the Northeast Quarter) of Section 3, Township 28 North, Range 40 East, W.M.; and the Northwest Quarter, and Government Lot 3 (the Northwest Quarter of the Southwest Quarter) of Section 31, Township 33 North, Range 42 East, W.M., County of Stevens, State of Washington.

AP Nos.: 2422300, 5882700

Pend Oreille County:

The South Half and the Northwest Quarter of Section 15, and the North Half of the Northeast Quarter of Section 22, Township 31 North, Range 43 East, W.M.;

AP Nos. 433115000001, 433115200001, 433122100001

The Southeast Quarter of Section 21, Township 32 North, Range 43 East, W.M.;

AP No. 433221000001

The Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of Section 9, Township 39 North, Range 43 East, W.M.;

AP No. 433909400002

The West Half of the Northwest Quarter and Lots 3 and 4 and the West Half of the Southwest Quarter, all in Section 16, Township 39 North, Range 43 E.W.M., Pend Oreille County, State of Washington; EXCEPTING THEREFROM the Patented-Annex Lode Claim M.S. 971 and the unpatented Queen Lode now called the Yellowhead Lode; EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille Mines and Metals Company to the United States of America, recorded April 2, 1963 as Recording No. 109239 in Book 42 of Deeds, Pages 114 through 117, for transmission line right of way; ALSO EXCEPTING THEREFROM that portion thereof described in the Deed from Pend Oreille Mines and Metals Company to the County of Pend Oreille, recorded August 27, 1962 as Recording No. 107527, in Book 41 of Deeds, Pages 81 and 82; ALSO EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille Mines and Metals Company to Letha A. Tucker, recorded February 14, 1980, as Recording No. 166796 in Book 33 of Official Records, Pages 141 through 143 and amended Quit Claim Deed recorded May 21, 1982 as Recording No. 176632 in Book 47 of Official Records, Pages 793 and 794.

AP No. 433916330001

SURFACE RIGHTS ONLY TO THE FOLLOWING:

Josephine, Hortense, Hidden Falls, Annex, Homestake Fraction & Mystery Lode Mining Claims designated by the Surveyor General as Survey No. 971 in Section 16, Township 39 North, Range 43 E.W.M., as recorded in Book 4 at Page 84, records of the Auditor of Pend Oreille County, Washington: EXCEPT the Sullivan Lode Mining Claim (Survey No. 809); EXCEPT any portion lying within the West half of the Southwest Quarter of said Section 16; AND ALSO EXCEPT any portion of the Mystery and Homestake Fraction Lode Claims in Survey No. 971 which may be in conflict with the West half of said Section 16, Township 39 North, Range 43 East, W.M.;

AP No. 433916460002

The West Half of Section 19, Township 35 North, Range 45 East, W.M., County of Pend Oreille, State of Washington.

AP No. 453519000000

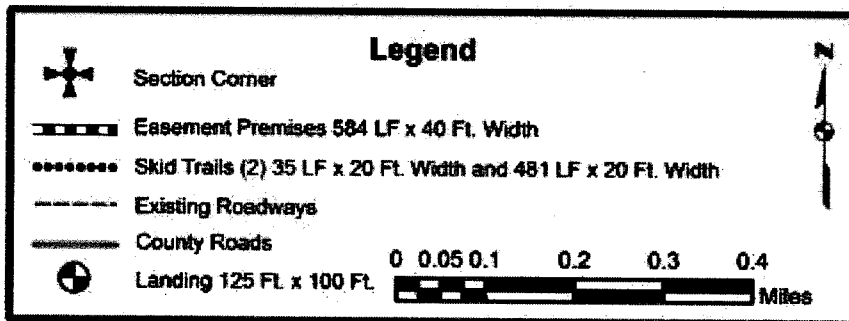
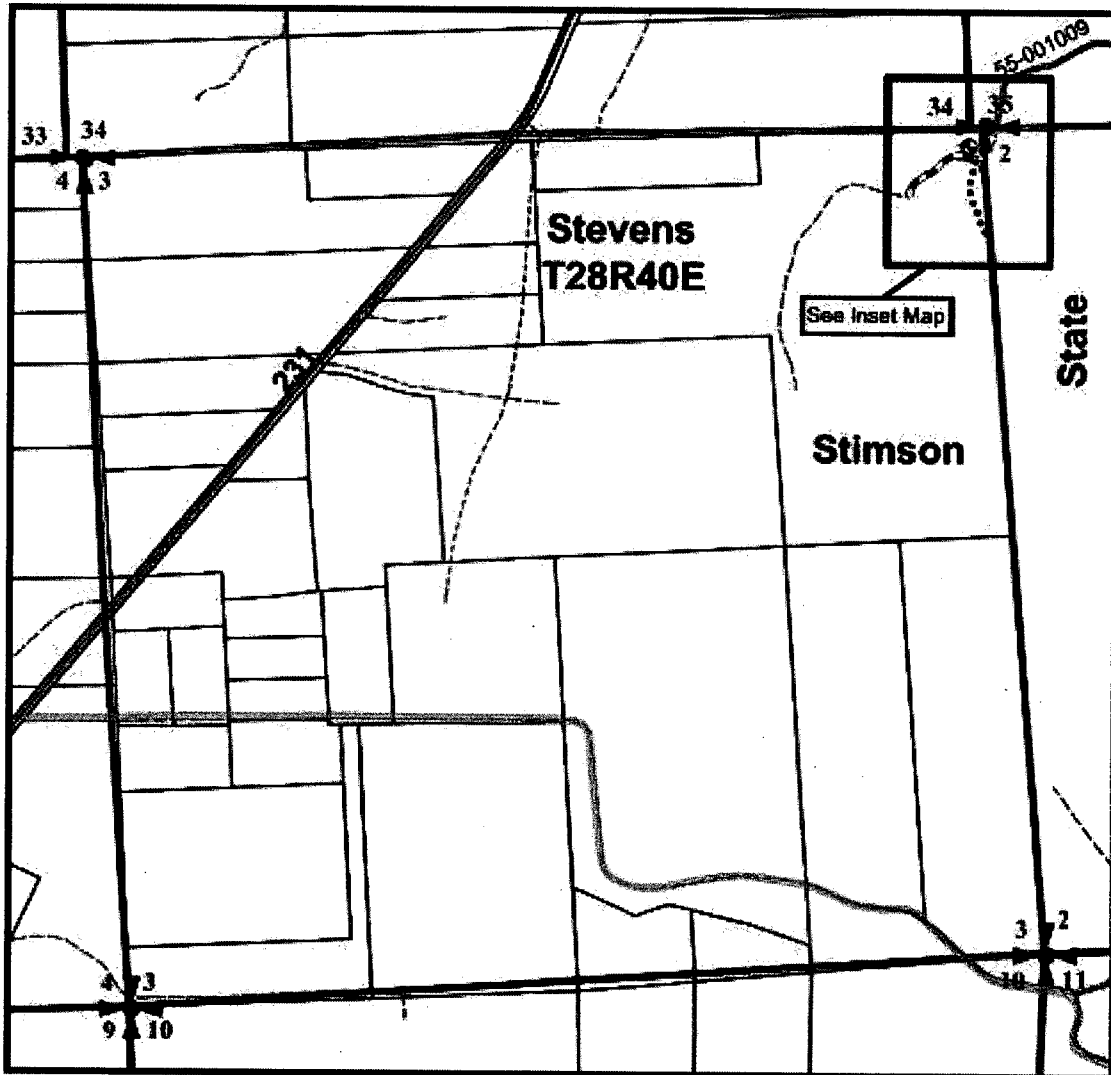
State:

Pend Oreille County:

Government Lots 9 and 10 of Section 16, Township 39 North, Range 43 East, W.M., County of Pend Oreille, State of Washington.

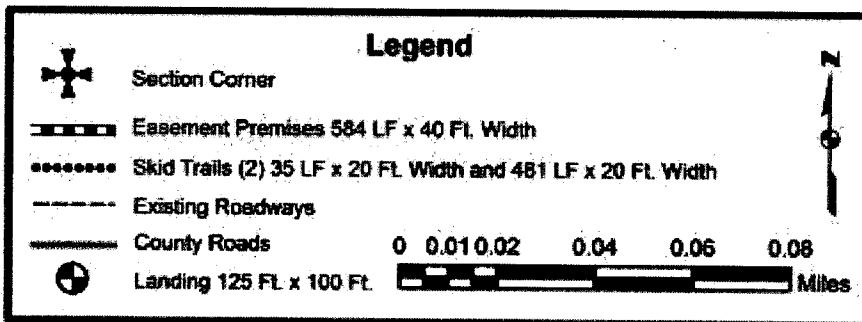
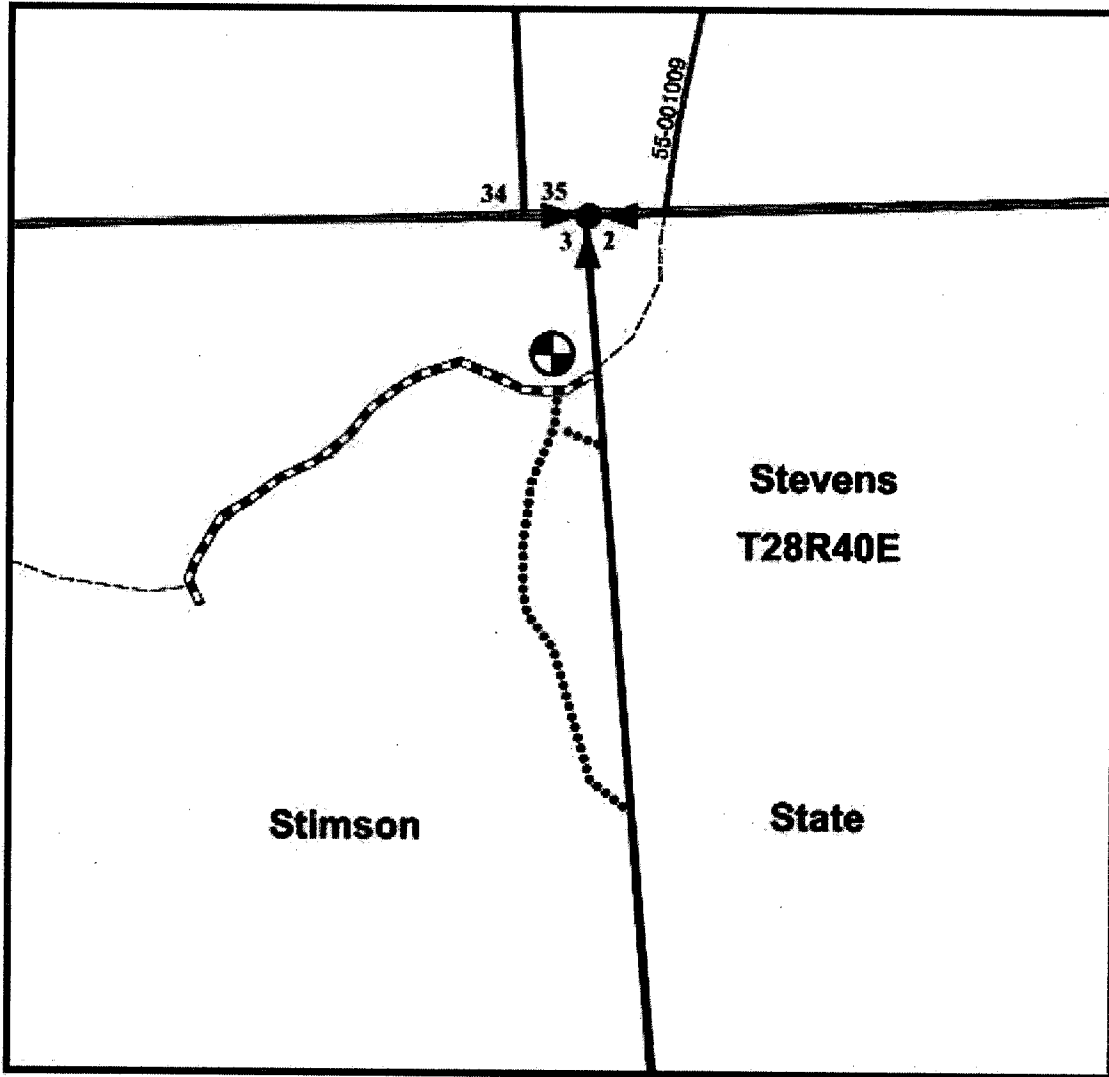
AP No.: N/A

EXHIBIT B-1
Easement Area granted by Exchanger to State



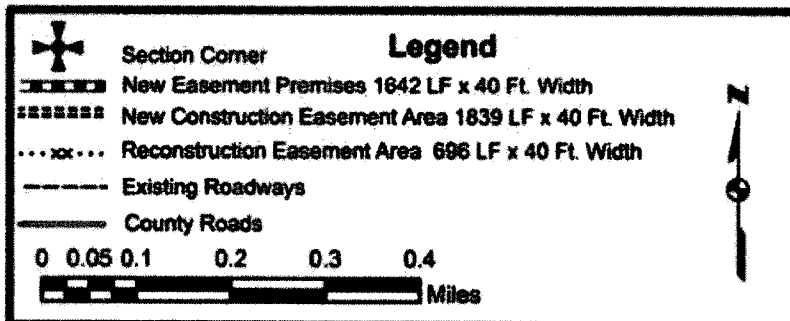
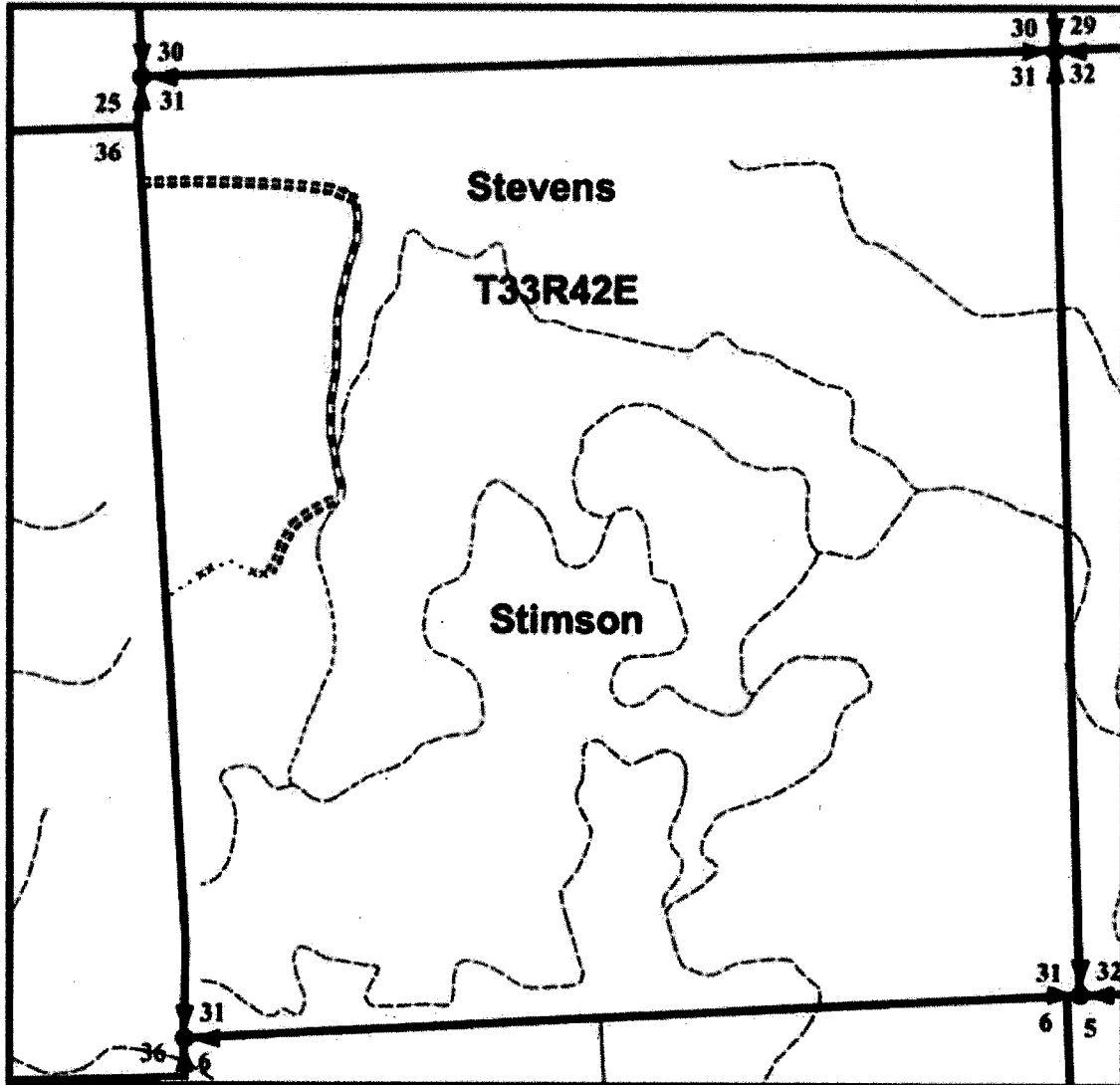
Prepared 5/8/21
 Roadway 0.54 Acres
 Skid trails 0.24 Acres
 Landing 0.29 Acres
 Total 1.07 Acres

EXHIBIT B-1 (Inset)
Easement Area granted by Exchanger to State



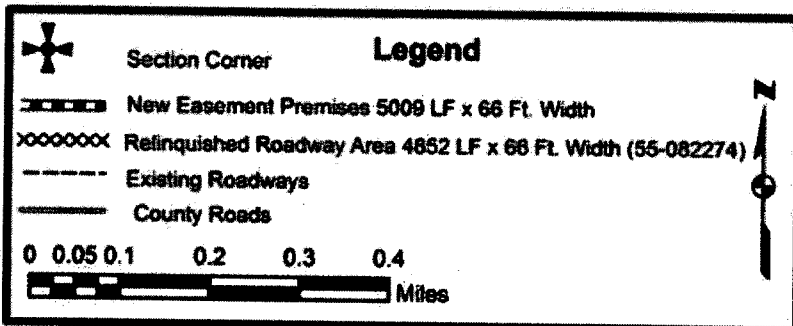
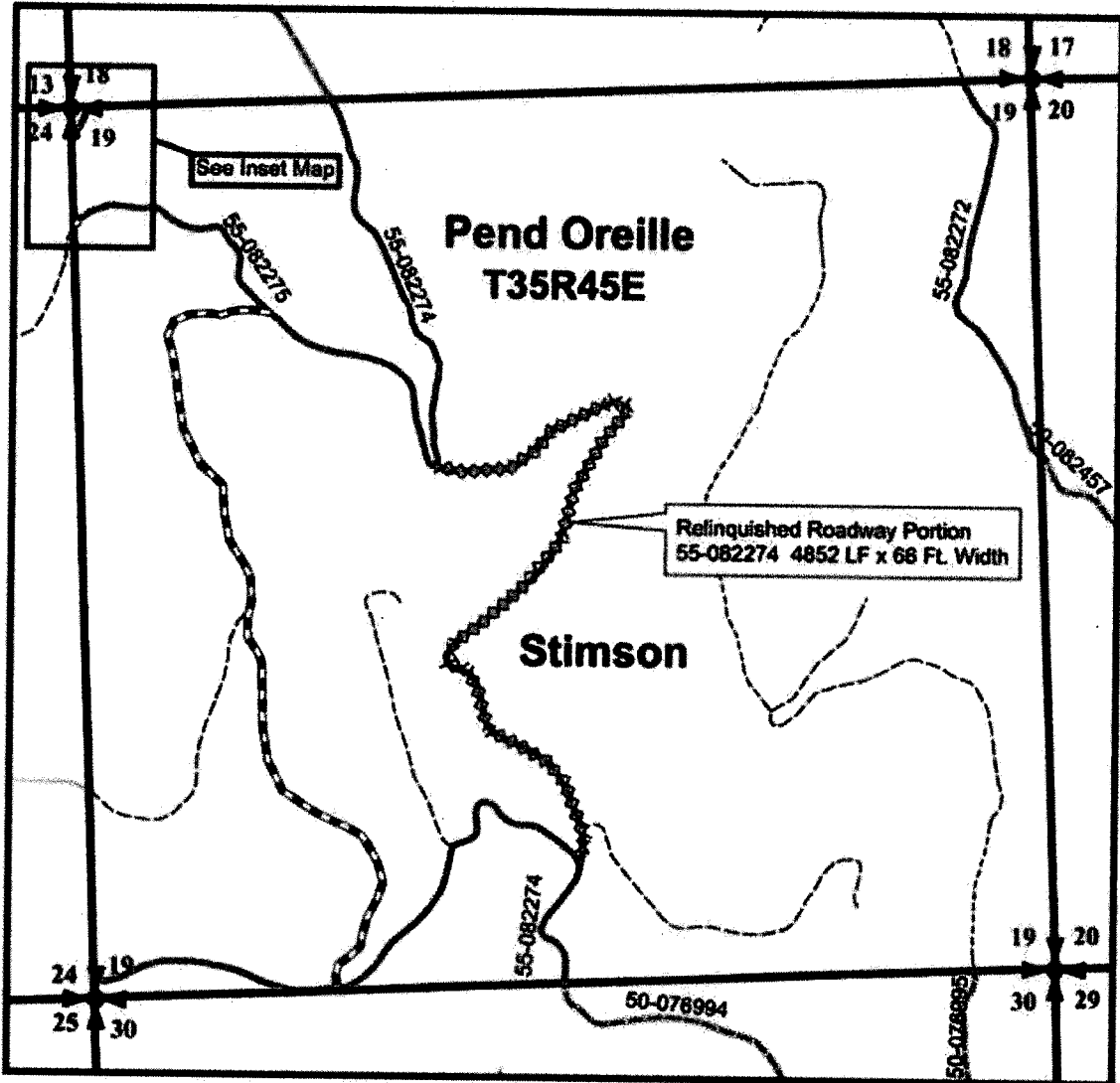
Prepared 5/8/21	
Roadway	0.54 Acres
Skid trails	0.24 Acres
Landing	0.29 Acres
Total	1.07 Acres

EXHIBIT B-2
Easement Area granted by Exchanger to State



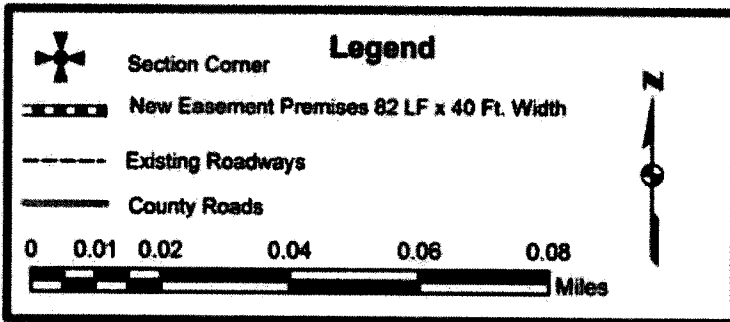
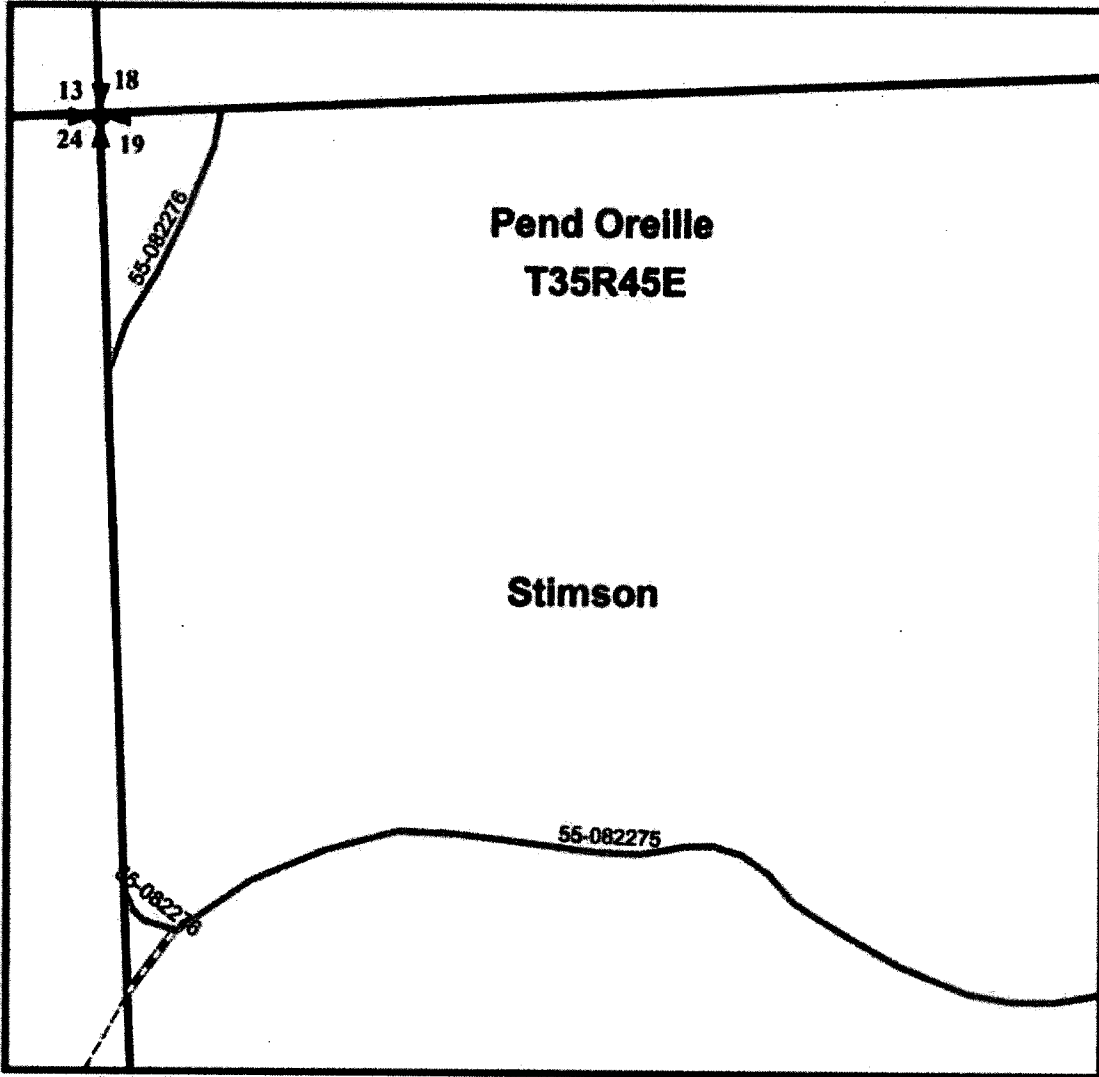
Prepared 5/8/21	
Existing Roadways	1.51 Acres
New Construction	1.69 Acres
Reconstruction	0.64 Acres
Total	3.84 Acres

EXHIBIT B-3
Easement Area granted by Exchanger to State



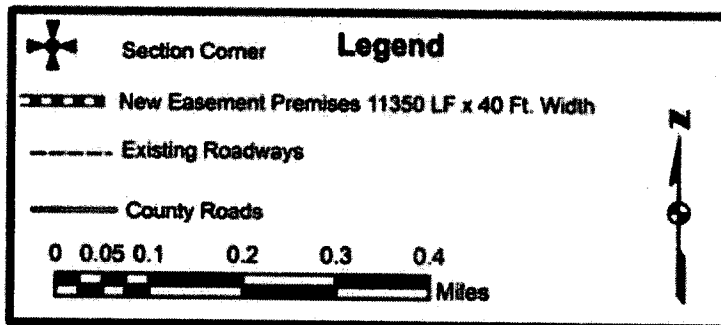
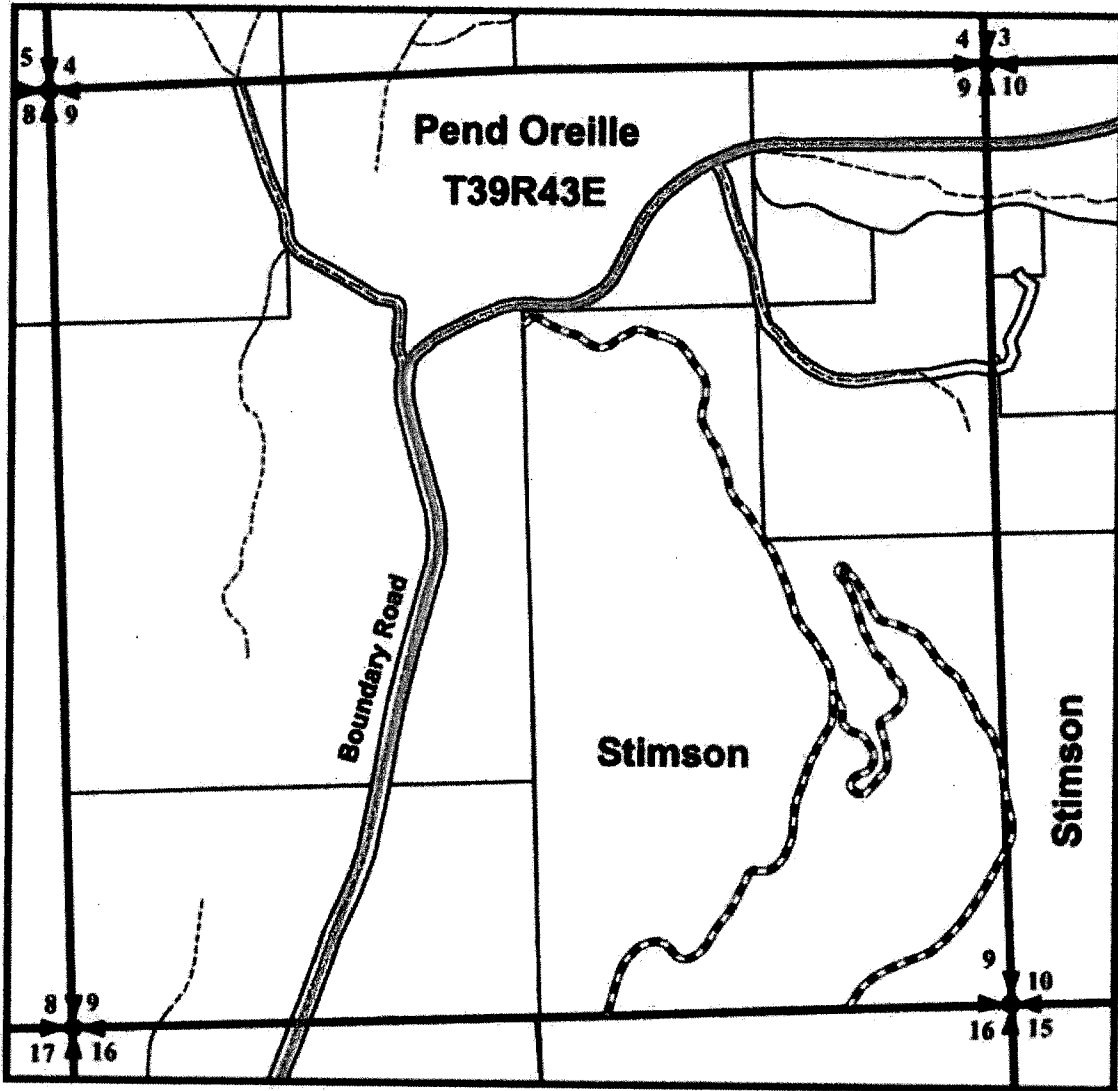
Prepared 5/8/21
 Easement Area 7.59 Acres
 Relinquished Area 7.35 Acres
 Net New
 Easement Area 0.24 Acres

EXHIBIT B-3 (Inset)
Easement Area granted by Exchanger to State



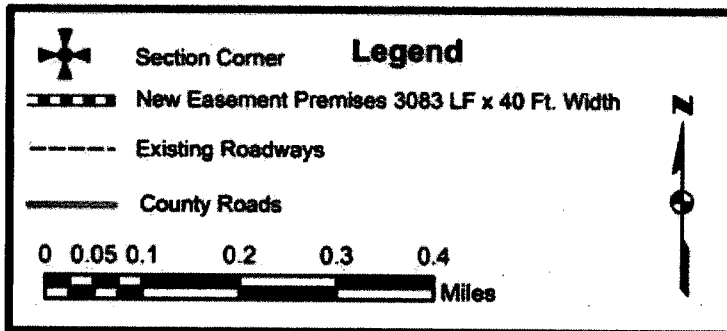
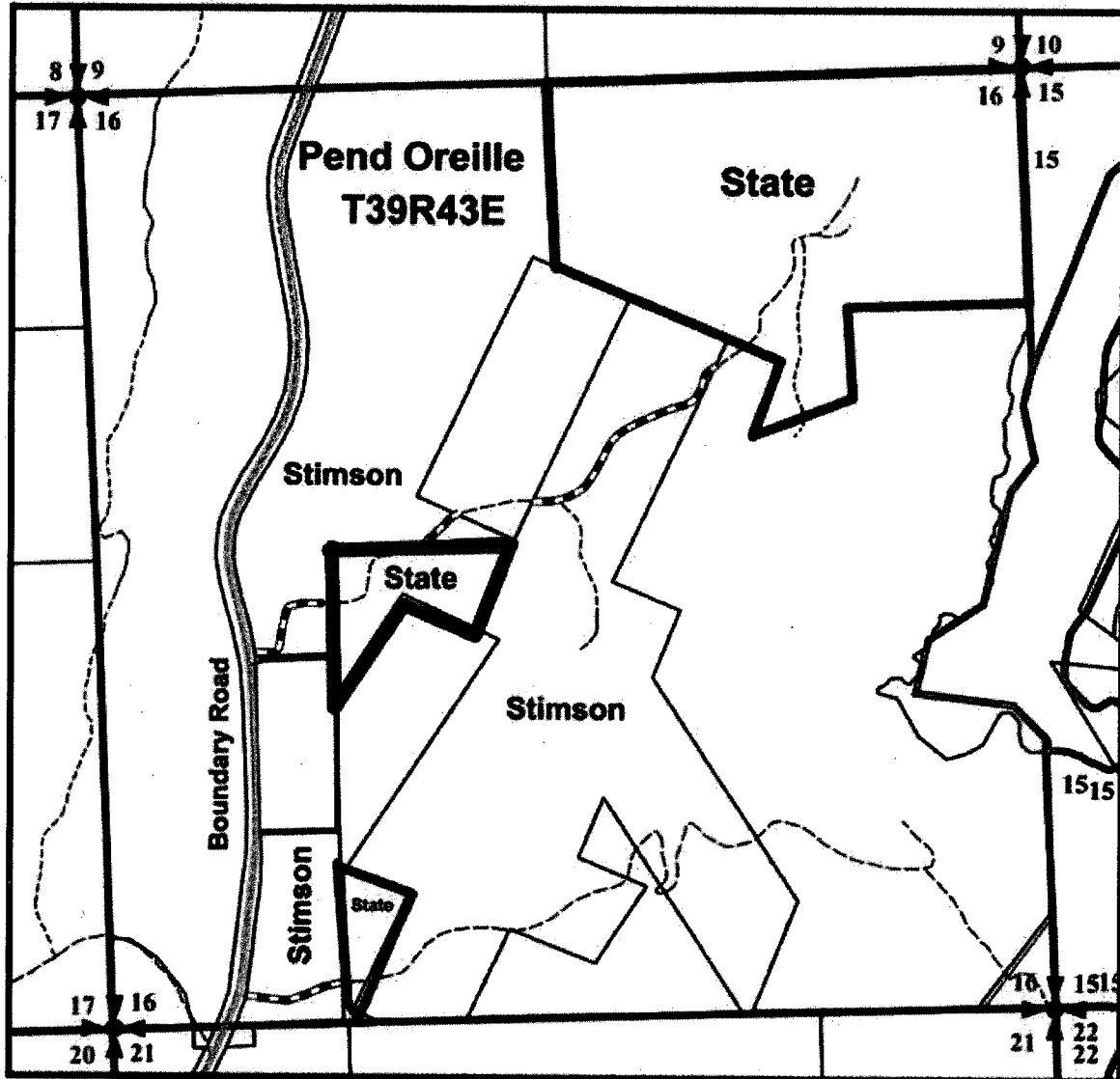
Prepared 5/8/21
Roadway 0.075 Acres

EXHIBIT B-4
Easement Area granted by Exchanger to State



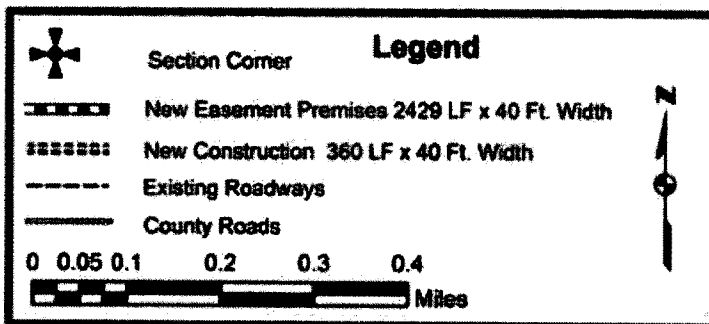
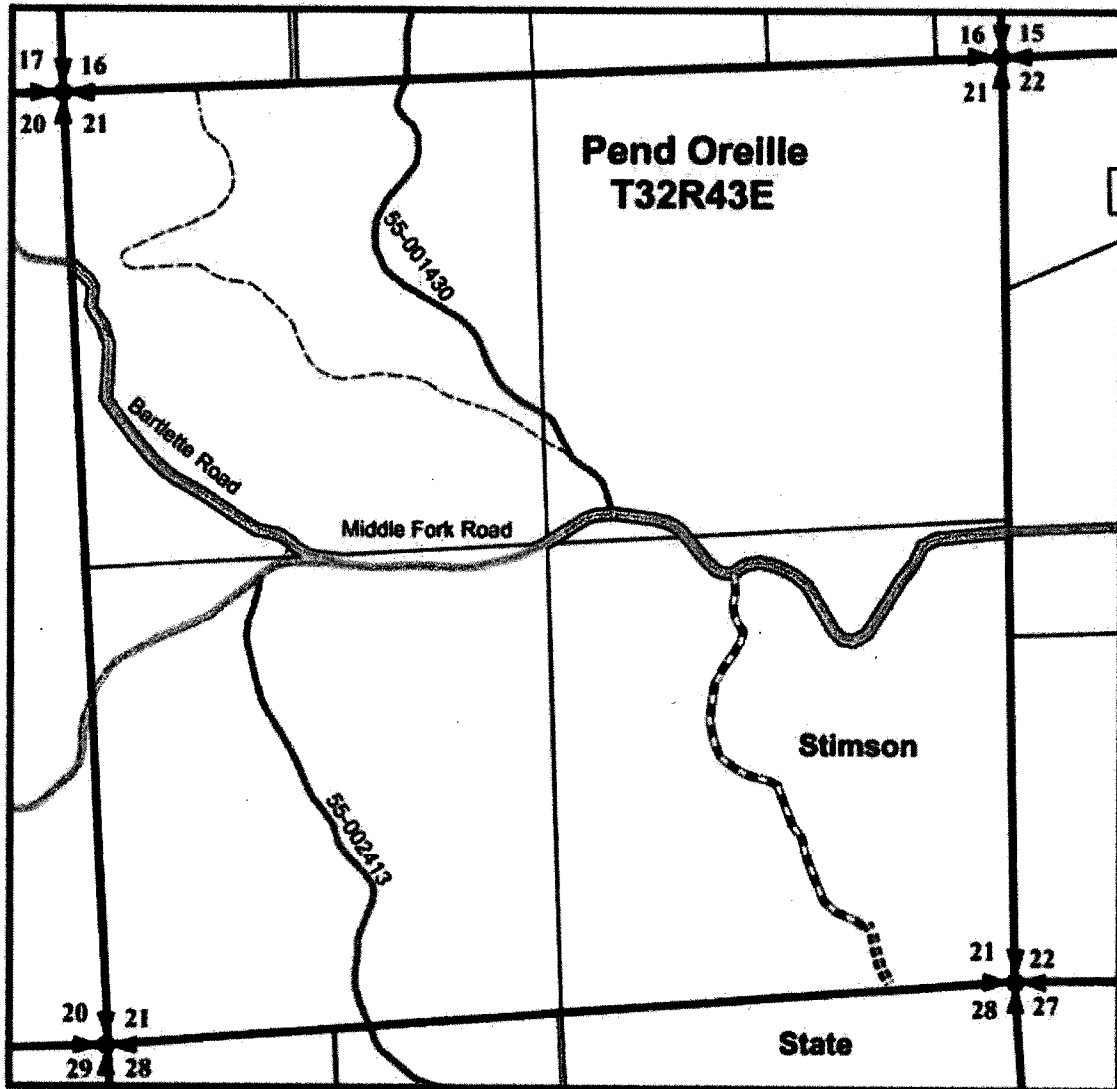
Prepared 5/8/21
Easement Area 10.4 Acres

EXHIBIT B-5
Easement Area granted by Exchanger to State



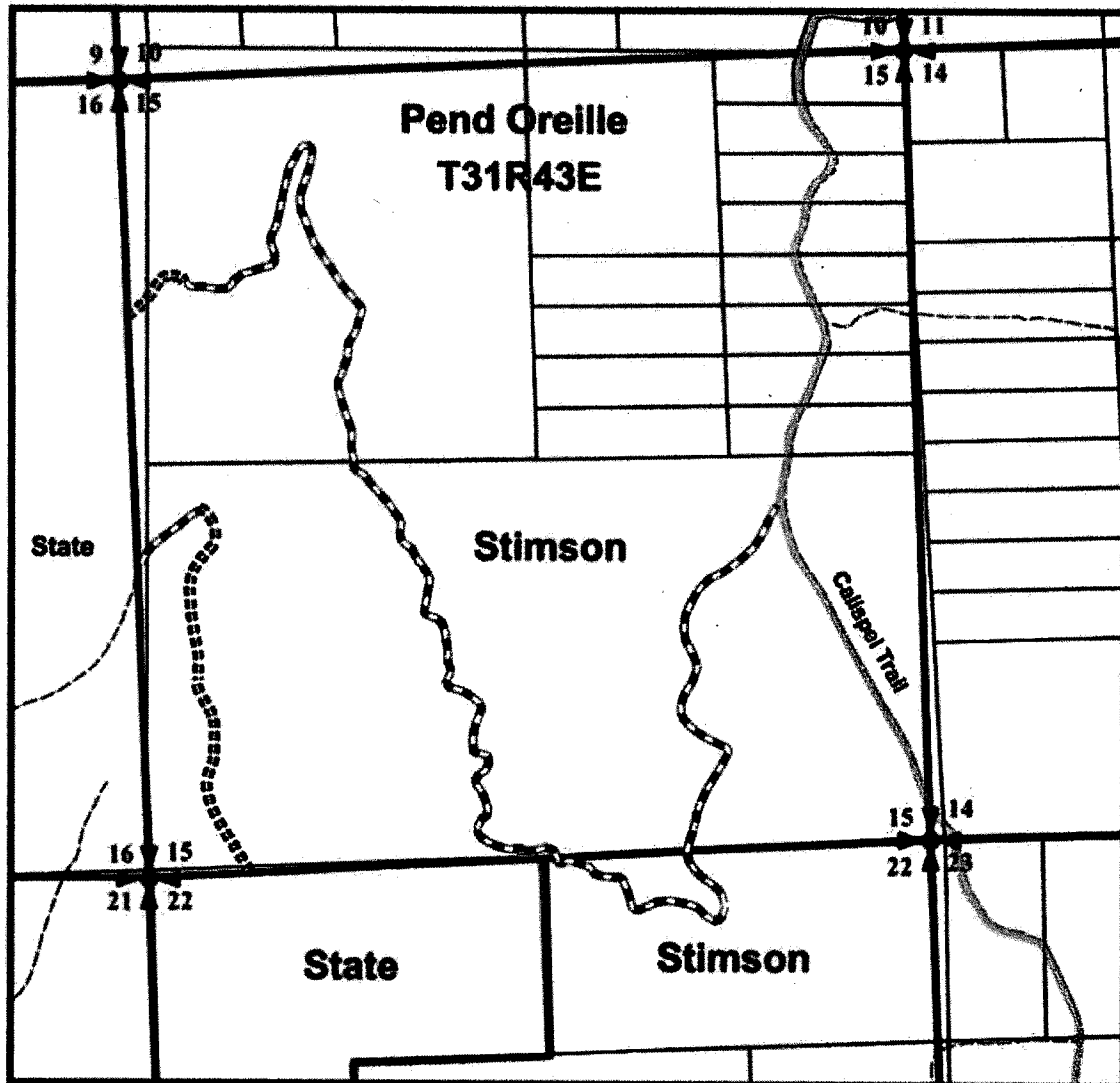
Prepared 5/8/21
Easement Area 2.83 Acres

EXHIBIT B-6 Easement Area granted by Exchanger to State



Prepared 5/8/21
Easement Area 2.2 Acres
New Construction 0.33 Acres
Total 2.53 Acres

EXHIBIT B-7
Easement Area granted by Exchanger to State



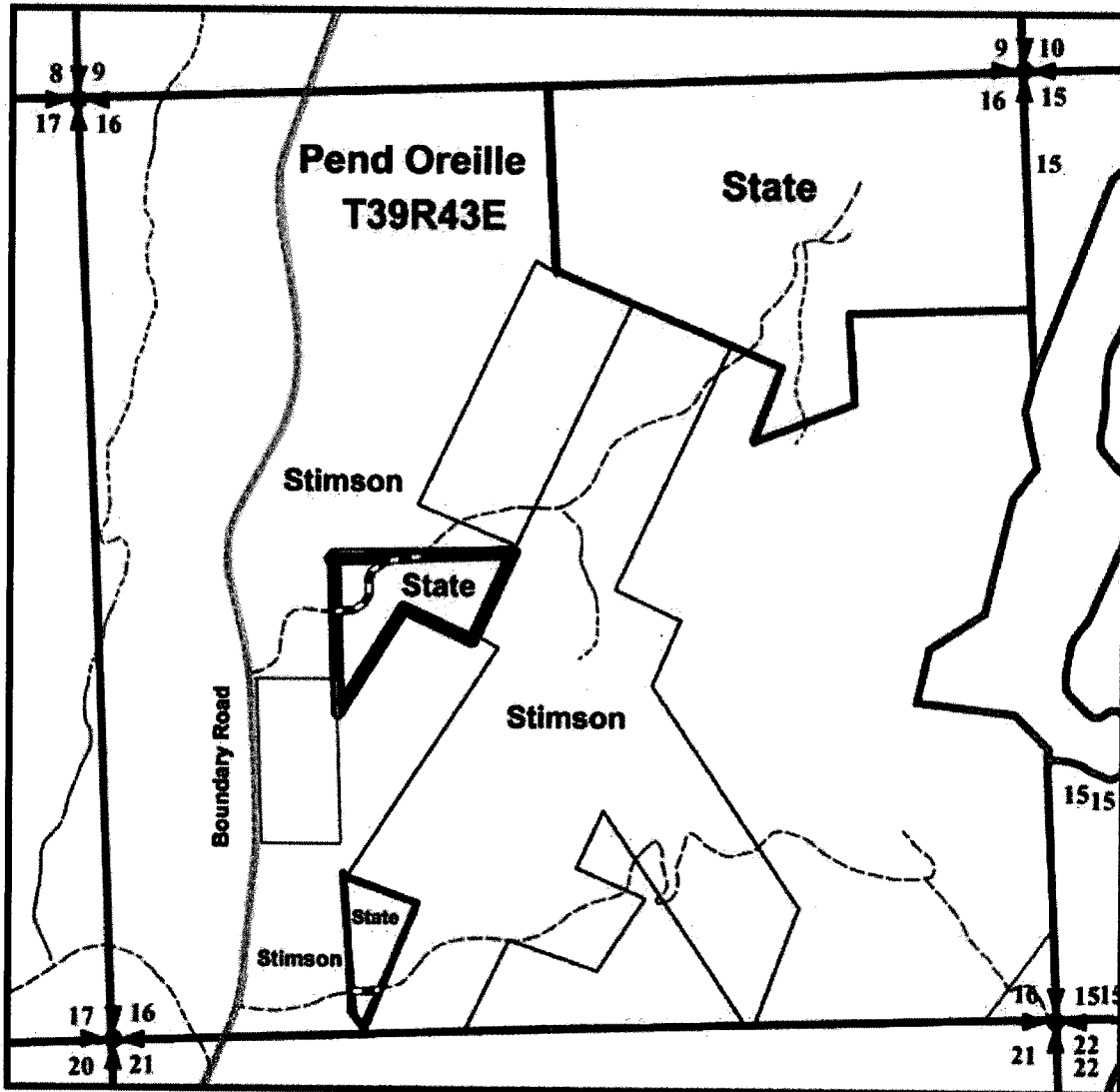
Legend	
	Section Corner
	New Easement Premises 12,663 LF x 40 Ft. Width
	New Construction Easement Area 3139 LF x 40 Ft. Width
	Existing Roadways
	County Roads

0 0.075 0.15 0.3 0.45 0.6 Miles

Prepared 5/8/21	
Existing Roadway	11.63 Acres
New Construction	2.88 Acres
Total	14.51 Acres

EXHIBIT C

Easement Area granted by State to Exchanger



Legend

- Section Corner
- New Easement Premises (2) 538 LF x 40 Ft. Width
177 LF x 40 Ft. Width
- Existing Roadways
- County Roads

0 0.05 0.1 0.2 0.3 0.4
Miles

N

Prepared 5/8/21
Easement Area 0.66 Acres

EXHIBIT D
Benefited Parcels

Exchanger:

The West Half of the Northwest Quarter and Lots 3 and 4 and the West Half of the Southwest Quarter, all in Section 16, Township 39 North, Range 43 E.W.M., Pend Oreille County, State of Washington; EXCEPTING THEREFROM the Patented-Annex Lode Claim M.S. 971 and the unpatented Queen Lode now called the Yellowhead Lode; EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille Mines and Metals Company to the United States of America, recorded April 2, 1963 as Recording No. 109239 in Book 42 of Deeds, Pages 114 through 117, for transmission line right of way; ALSO EXCEPTING THEREFROM that portion thereof described in the Deed from Pend Oreille Mines and Metals Company to the County of Pend Oreille, recorded August 27, 1962 as Recording No. 107527, in Book 41 of Deeds, Pages 81 and 82; ALSO EXCEPTING THEREFROM that portion thereof described in Deed from Pend Oreille Mines and Metals Company to Letha A. Tucker, recorded February 14, 1980, as Recording No. 166796 in Book 33 of Official Records, Pages 141 through 143 and amended Quit Claim Deed recorded May 21, 1982 as Recording No. 176632 in Book 47 of Official Records, Pages 793 and 794.

Pend Oreille County Assessor's Parcel 433916330001

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Pend Oreille County Assessor's Parcel 433916460002

State:

The Northwest Quarter of Section 2, Township 28 North, Range 40 East, W.M., Stevens County, Washington.

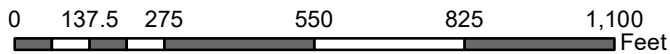
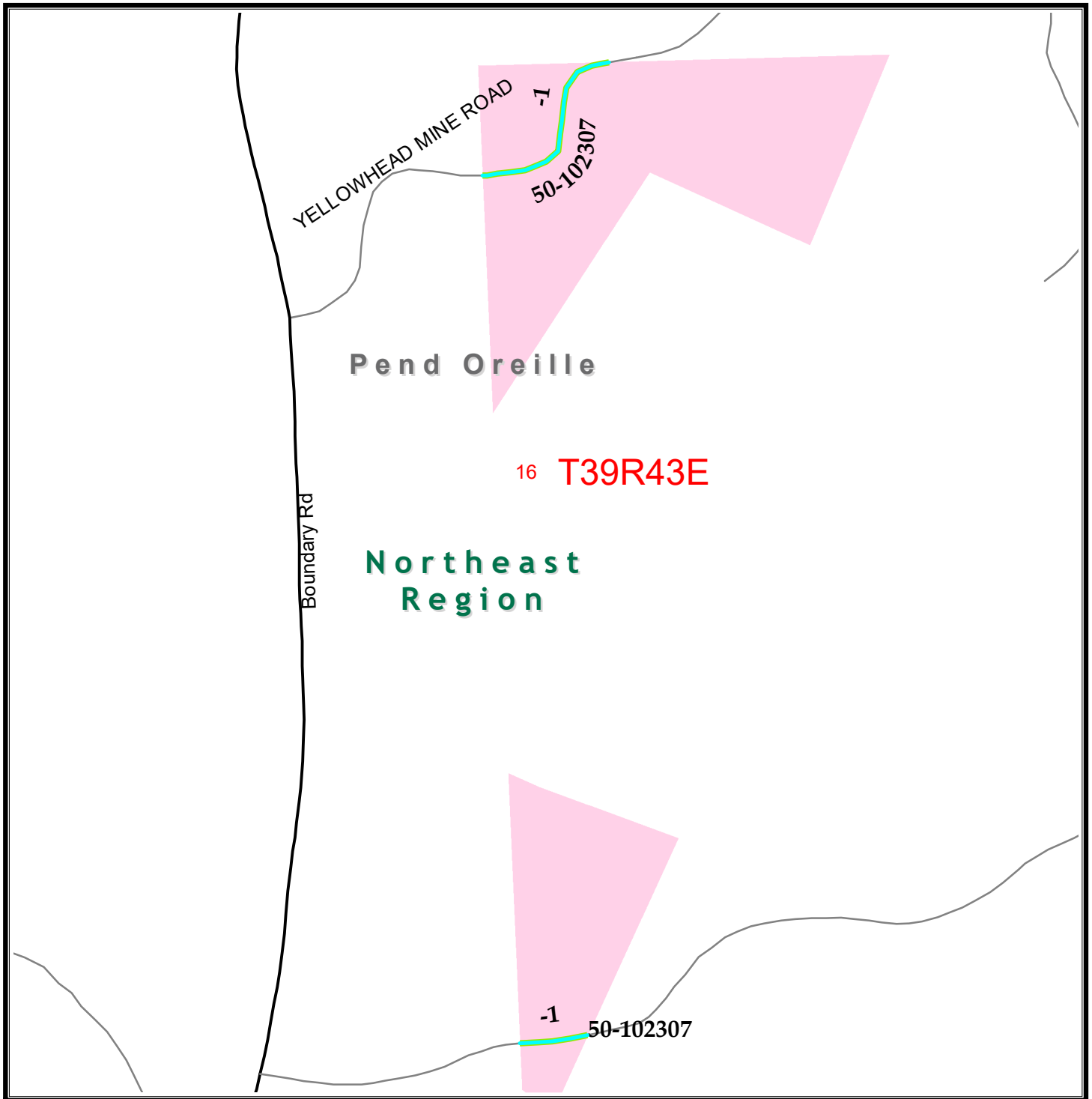
Stevens County Assessor's Parcel No. 8367014

The North Half of Section 36, Township 33 North, Range 41 East, W.M., Stevens County, Washington.






Stevens County Assessor's Parcel No. 8367193

The North Half of Section 16; and the West Half of the West Half, and the Northeast Quarter of the Northwest Quarter of Section 22; all in Township 31 North, Range 43 East; and the North Half of the Northeast Quarter of Section 28, Township 32 North, Range 43 East; Lots 5, 6, 9, 10, 11, 12 and 13 in Section 16, Township 39 North, Range 43 East; the East Half of Section 12, and the East Half of Section 24, in Township 35 North, Range 44 East; all of Section 18, in Township 35 North, Range 45 East, W.M., Pend Oreille County, Washington.


Pend Oreille County Assessor's Parcel Nos. N/A



USGS Class Roads

-  1: Primary Highway/All-Weather/Hard Surface
-  2: Secondary Highway/All-Weather/Hard Surface
-  3: Light-Duty Road/All-Weather/Improved
-  4: Unimproved Road/Fair or Dry Weather
-  5: 4 wheel drive

DNR-Managed Lands

-  Trust Lands & Forest Board Lands

