



TIMBER NOTICE OF SALE

SALE NAME: HOLD ON

AGREEMENT NO: 30-105263

AUCTION: January 27, 2026 starting at 10:00 a.m., COUNTY: Mason South Puget Sound Region Office, Enumclaw, WA

SALE LOCATION: Sale located approximately 18 miles north of Hoodspport, WA.

PRODUCTS SOLD AND SALE AREA:

All timber, except trees bounded out by yellow leave tree area tags or marked with a single or double band of blue paint, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white timber sale boundary tags and the 3205 Road in Unit #1; white timber sale boundary tags, the 3400 and 3411 roads, property line marked with white Carsonite posts, and timber type change marked with pink flagging in Unit #2;

All timber bounded by orange right of way tags and orange paint, in Units #3, #4, and #5:

All forest products above located on part(s) of Sections 4, 5 and 9 all in Township 23 North, Range 3 West, Sections 33 all in Township 24 North, Range 3 West, W.M., containing 92 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 (1P, 2P, 3P, SM, 1S, 2S, 3S, 4S, UT). Rows include Douglas fir, Hemlock, Redcedar, White pine, Red alder, and Sale Total.

MINIMUM BID: \$323,000.00 BID METHOD: Sealed Bids

PERFORMANCE SECURITY: \$64,600.00 SALE TYPE: Lump Sum

EXPIRATION DATE: November 30, 2027 ALLOCATION: Export Restricted

BID DEPOSIT: \$32,300.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Harvest activities are expected to be 100 percent ground based. Cable-tethered and ground based equipment. Cable-tethered equipment limited to sustained slopes 75 percent or less, self-leveling equipment limited to sustained slopes 60 percent or less, and any ground based equipment limited to sustained slopes of 45 percent or less. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.



TIMBER NOTICE OF SALE

Falling, yarding, and timber haul will not be permitted on weekends, State recognized holidays or weekdays from 7 p.m. to 7 a.m., unless approved in writing by the Contract Administrator.

ROADS:

8.48 stations of required construction. 33.11 stations of required reconstruction. 30.02 stations of optional construction. 348.46 stations of required pre-haul maintenance. 202.13 stations of optional pre-haul maintenance. 30.02 stations of abandonment, if constructed. Purchaser maintenance on the 3000, 3002, 3003, 3003-1, 3200, 3400, 3410, and 3411 roads and Spurs 1-5. Designated maintenance on all other roads used.

Rock for this proposal may be obtained from the State owned Wedge Pit at no cost to the Purchaser or any commercial rock source at the Purchaser's expense. See Section 6 and the Rock List in the Road Plan.

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

ACREAGE DETERMINATION

CRUISE METHOD:

Acreage was determined by traversing boundaries by GPS in Units #1 and #2 and GPS and by multiplying length times width in ROW Units #3, #4, #5, #6, and #7. GPS data files are available at DNR's website for timber sale auction packets. See cruise narrative for cruise method.

FEES:

\$30,429.00 is due on day of sale. \$12.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: This sale contains Douglas-fir pole logs and high quality sawlogs. See Cruise for details.

This sale includes right-of-way (ROW) units (Units #3-#7) associated with construction and reconstruction on both DNR land and private property, with the associated right-of-way units segmented due to change of land ownership. ROW Units #3, #4, and #5 are on DNR land and timber within these areas are product sold volume to be removed. Orange paint with orange Right-of-Way Boundary tags indicates boundary trees along ROW unit boundaries of Units #3, #4, and #5. Units #6 and #7 are the associated right-of-way units on private property marked with only Right-of-Way Boundary tags. Logging of this private parcel may occur during the term of this contract period. If not cut at the time road construction begins under this contract, right-of-way timber in Units #6 and #7 is to be felled and decked on site per Road Plan clauses 3-7 and 3-8.

DNR has obtained a Road Use Permit (RUP) with Hama Hama Co. Purchaser shall follow all requirements of the RUP per contract clause G-380.

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

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for all harvest areas. The plan shall address the right-of-way decking locations, non-tradable leave trees, protection of adjacent structures and utilities, and extreme hazard abatement requirement, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.



TIMBER NOTICE OF SALE

The last cut tree along private property boundary within Unit #2 are marked with an "X" in pink paint. It is the Purchaser's responsibility to verify location of the sale boundary as defined by the Product Sold and sale area description.

Trees marked with two bands of blue paint in Units #1 and #2 are non-tradeable leave trees.

Orange paint indicates final boundary tree along ROW unit boundaries in Units #3, #4, and #5.

Purchaser shall cut all vine maple over 6 feet in height within the harvest unit, leaving a stump no more than 12 inches in height.

This sale includes extreme hazard abatement according to WAC 332-24-650 and per contract clause S-020.

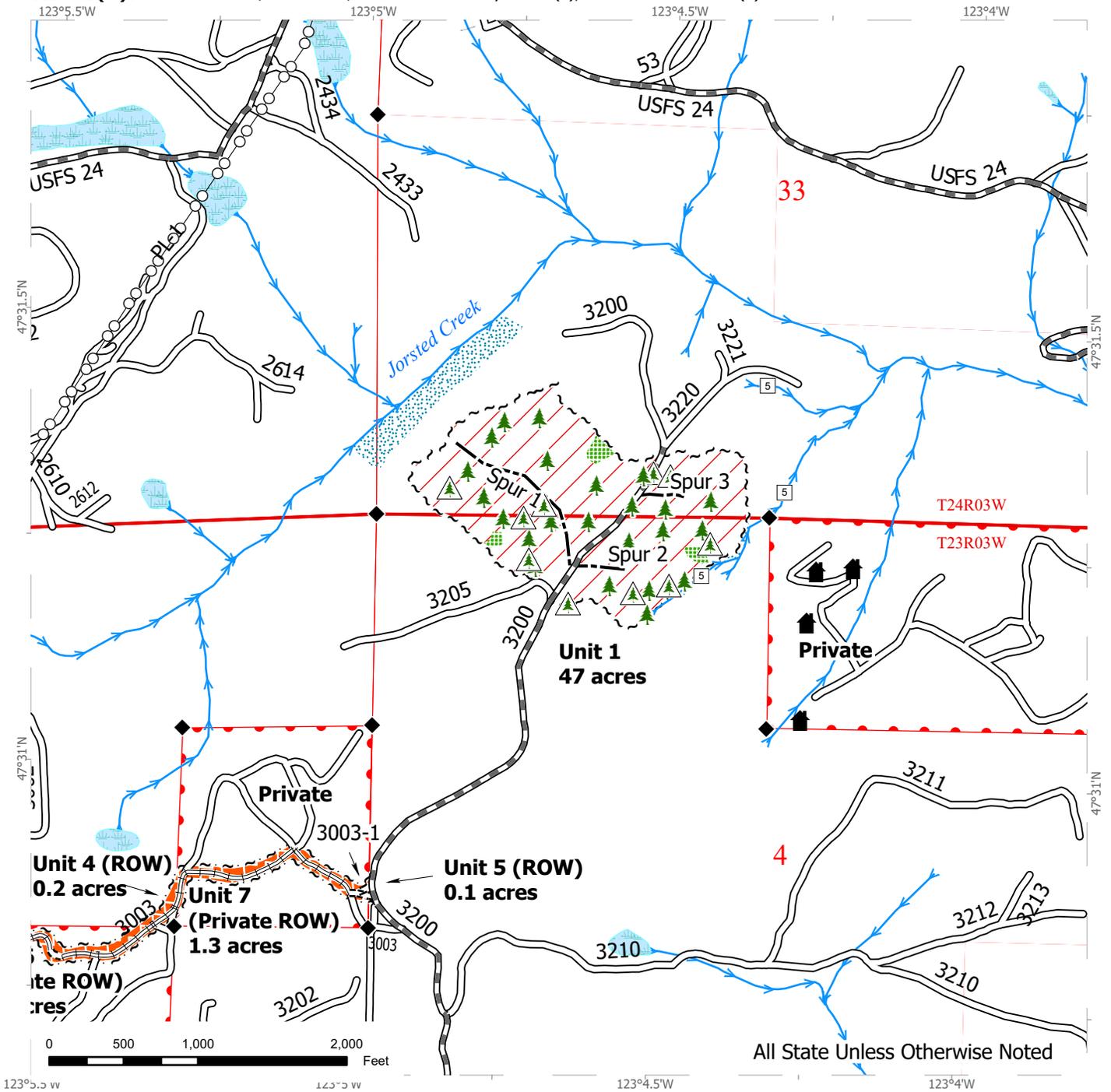
Note to cruisers and appraisers: Please refrain from leaving pink, orange, or blue flagging from your cruises in or around the sale area to avoid confusion with DNR's marking. Additionally, for the safety of the public, please remove from roads all string from string boxes used during appraising or cruising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

See map for gate locations. Gate keys may be obtained by contacting the South Puget Sound Region Office at (360) 825-1631 or by contacting John Coble at (360) 801-6915.

TIMBER SALE MAP

SALE NAME: HOLD ON
AGREEMENT #: 30-105263
TOWNSHIP(S): T23R3W, T24R3W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 400-600



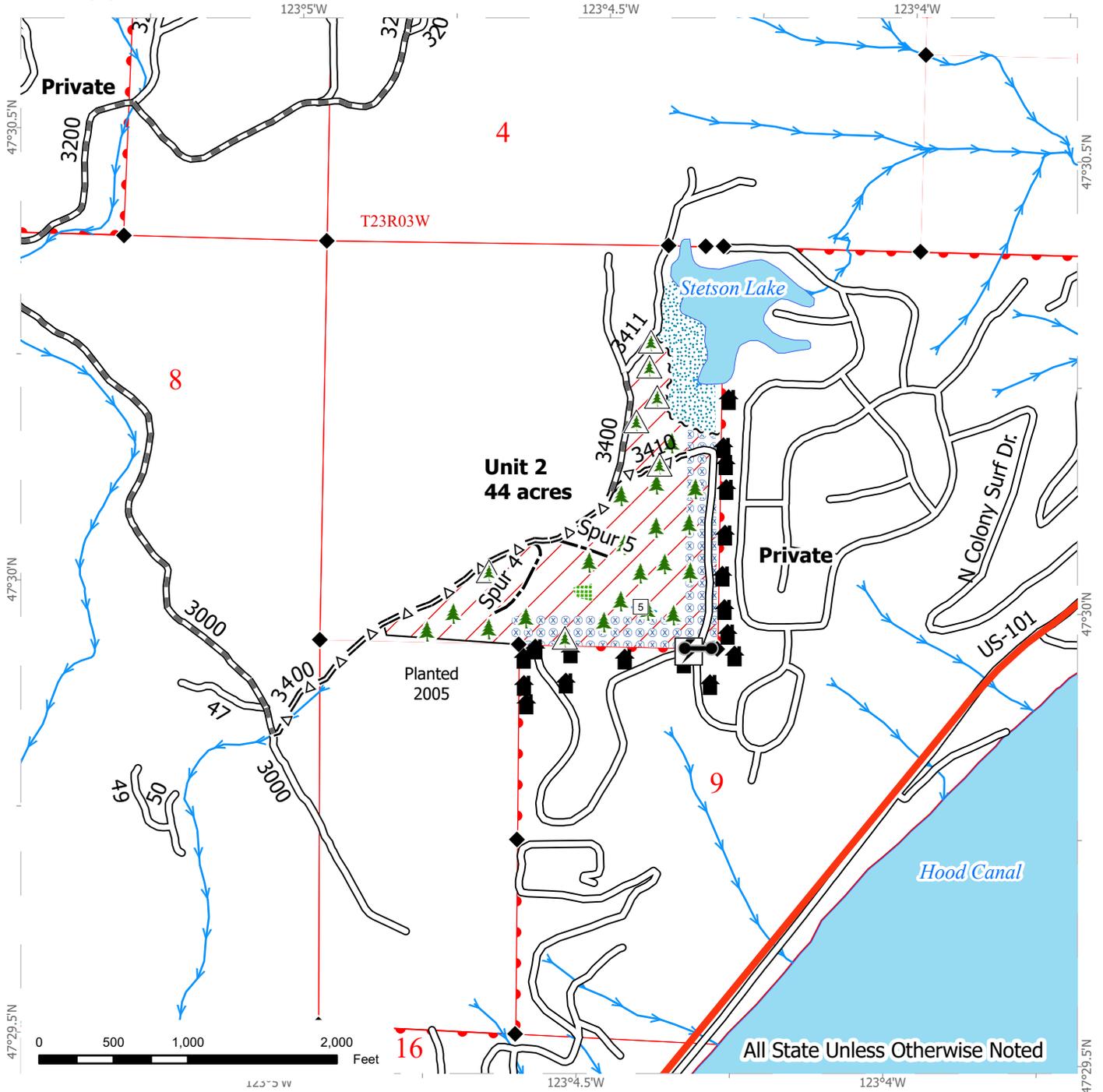
All State Unless Otherwise Noted

Sale Area	Existing Roads	Stream Type
Right-of-Way Harvest	Required Pre-Haul Maintenance	Wet Area
Leave Tree Area	Required Construction	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Required Reconstruction	Non-Tradeable Leave Tree
Sale Boundary Tags	Optional Construction	Structure
Right of Way Tags	Property Line	Survey Monument
Power Lines	Streams	

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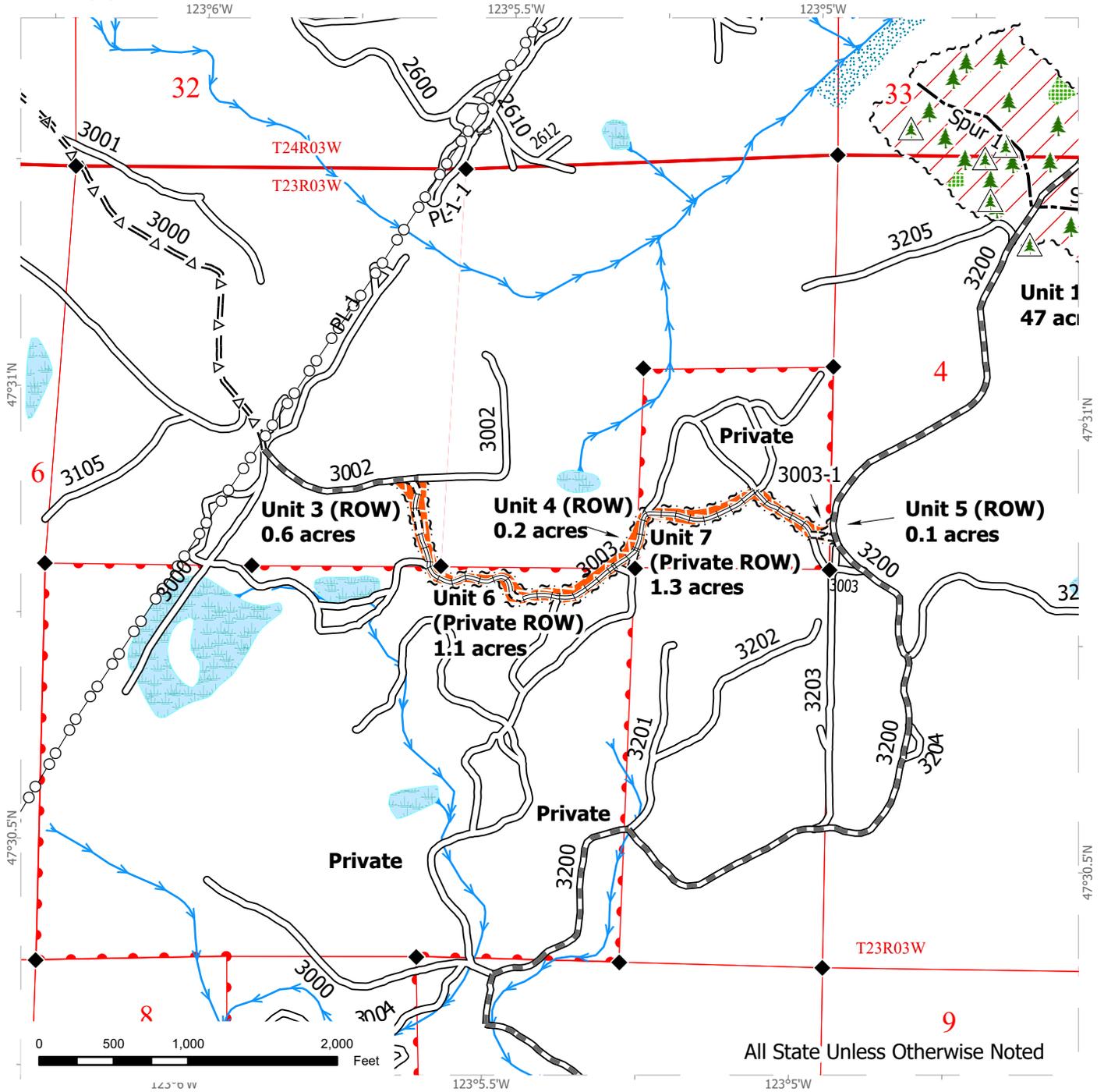
Sale Area	Required Pre-Haul Maintenance	Open Water
Leave Tree Area	Optional Pre-Haul Maintenance	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Optional Construction	Non-Tradeable Leave Tree
Hazard Abatement Area	Highway	Gate
Sale Boundary Tags	Property Line	Structure
Timber Type Change	Streams	Utility Box
Existing Roads	Stream Type	Survey Monument



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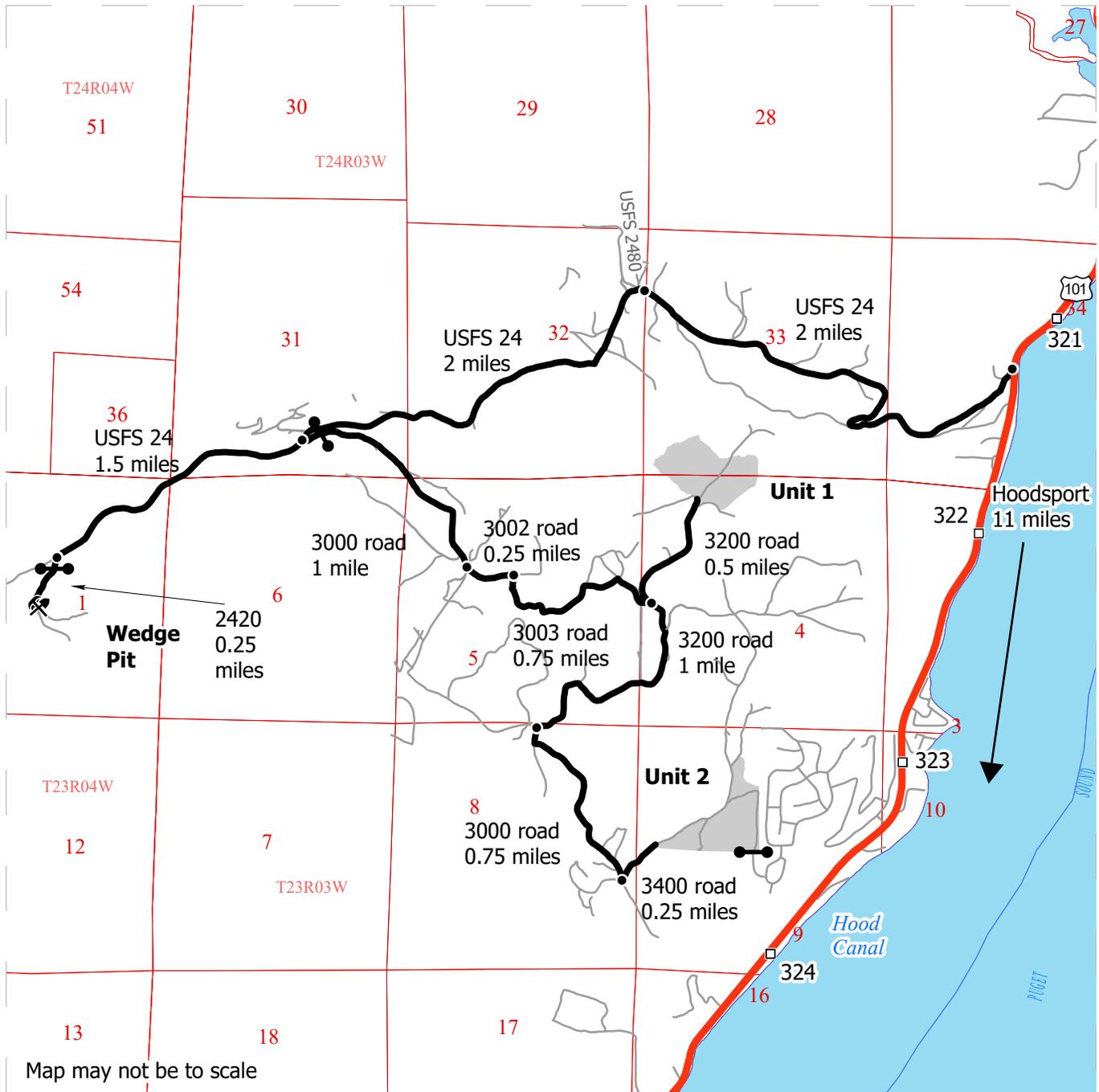
Sale Area	Existing Roads	Streams
Right-of-Way Harvest	Required Pre-Haul Maintenance	Wet Area
Leave Tree Area	Required Construction	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Required Reconstruction	Non-Tradeable Leave Tree
Sale Boundary Tags	Optional Pre-Haul Maintenance	Survey Monument
Right of Way Tags	Optional Construction	
Power Lines	Property Line	



DRIVING MAP

SALE NAME: HOLD ON
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TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 400-600



Map may not be to scale

- Sale Area
- Highway
- Haul Route
- Other Route
- Milepost Marker
- Distance Indicator
- 383

 Gate (383 Masterlock)
- 8

 Rock Pit

DRIVING DIRECTIONS:

From Hoodspport, drive north on U.S. HWY 101 for 11 miles. Turn left onto USFS 24 Road (Jorsted Creed Road). Continue for 2 miles. At the USFS 24/USFS 2480 junction, stay left to continue on USFS 24 Road for 2 miles. Turn left onto 3000 Road and pass through Gate 32 (383 Masterlock). Continue for 1 mile. At the 3000/3002 Road junction, veer left onto the 3002 Road for 0.25 miles. Turn right onto the 3003 Road. Continue for 0.75 miles.

Unit 1: From the 3003/3200 road junction, turn left onto the 3200 Road. Continue for 0.5 miles.

Unit 2: From the 3003/3200 road junction, turn right onto the 3200 Road. Continue for 1 mile. Turn left onto the 3000 Road. Continue for 0.75 miles. Turn left onto the 3400 Road. Continue for 0.25 miles, and the unit will be on the right.

Wedge Pit: From the USFS 24/3000 junction, continue on USFS 24 for 1.5 miles. Turn left onto the 2420 Road and pass through Gate 8 (383 Masterlock). Continue for 0.25 miles.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-105263

SALE NAME: HOLD ON

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on January 27, 2026 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except trees bounded out by yellow leave tree area tags or marked with a single or double band of blue paint, all trees 60 inches or larger measured at diameter at breast height, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white timber sale boundary tags and the 3205 Road in Unit #1; white timber sale boundary tags, the 3400 and 3411 roads, property line marked with white Carsonite posts, and timber type change marked with pink flagging in Unit #2;

All timber bounded by orange right of way tags and orange paint, in Units #3, #4, and #5:

All forest products described above located on approximately 92 acres on part(s) of Sections 4, 5, and 9 all in Township 23 North, Range 3 West, Section 33 in Township 24 North, Range 3 West W.M. in Mason County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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 November 30, 2027.

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

- e. Payment of \$862.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL

OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.

- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both

the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject Purchaser to liability for violation of the Endangered Species Act.

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

G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-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 Purchaser's expense regardless of cost, to remedy deficiencies at any time.

G-140 Indemnity

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

G-150 Insurance

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

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

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

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

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

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

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

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

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

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

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

that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

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

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

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

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

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

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Enumclaw, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive,

modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the

State may terminate the rights of Purchaser under this contract and collect damages.

- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract

expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; the USFS 24, 2420, 3000, 3002, 3003, 3003-1, 3200, 3400, 3410 and 3411 roads, and Spurs 1-5. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the USFS 24, 3000, 3002, 3003 or 3003-1 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 No. 55-095368 entered in between the United States of America, acting by and through Forest Service, Department of Agriculture and the Department of Natural Resources, an agency of the State of Washington, dated February 4th, 1976.

Easement No. 55-000784 entered in between G. R. Kirk Company, a Washington Corporation, and State of Washington, acting by and through the Department of Natural Resources dated May 1st, 1972.

Road Use Permit between Hama Hama and the State of Washington, Department of Natural Resources.

G-396 Public Hauling Permit

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

G-430 Open Fires

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

G-450 Encumbrances

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

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

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$46,305.00. The total contract price consists of a \$0.00 contract bid price plus \$46,305.00 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 \$64,600.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for all harvest areas. The plan shall address the right-of-way decking locations, non-tradable leave trees, protection of adjacent structures and utilities, and extreme hazard abatement requirement, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable-tethered and ground based equipment. Cable-tethered equipment limited to sustained slopes 75 percent or less, self-leveling equipment limited to sustained slopes 60 percent or less, and any ground based equipment limited to sustained slopes of 45 percent or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Equipment limitation zones are required within 30 feet of Type 5 streams.
- B. Crossings of Type 5 streams may be allowed at locations approved in writing by the Contract Administrator. Purchaser shall place a culvert or log puncheon at crossing locations (when water is present) to protect the stream bank and prevent sedimentation. All materials placed in and/or over the stream at these crossings shall be removed immediately upon completion of yarding on that skid trail.
- C. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.
- D. Falling, yarding, and timber hauling shall not be permitted weekdays from 7 p.m. to 7 a.m., State recognized holidays or weekends.
- E. Purchaser shall provide and maintain safety signs (“Active Logging Ahead”, “Heavy Truck Traffic”, “Trucks Entering Roadway”) on the haul route at locations to be determined by the Contract Administrator.

- F. Notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- G. Landings shall be constructed in locations and with drainage that does not contribute sediment to typed water.
- H. Take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Methods may include construction of water bars, "sweeping" with logs, silt traps, or other measures on skid trails, yarding corridors, landings, and haul roads.
- I. To facilitate proper reforestation in areas of high slash concentrations, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at an 11 foot by 11 foot spacing.
- J. In the event operations become inactive for long periods of time, skid trails shall be water barred prior to completion of yarding tributary timber, and drainage from landings improved, to prevent water accumulation and sediment movement, if required by the Contract Administrator.
- K. Once a skid trail is closed, the Purchaser shall not reopen a skid trail unless approved in writing by the Contract Administrator.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- A. Leave 2 down logs per acre in Units #1 and #2. A log is defined as having a minimum diameter of 12 inches on the small end of the log and a minimum length of 20 feet or at least 100 board feet.
- B. No equipment may operate within, nor logs yarded through or over, leave tree clumps marked with yellow leave tree area tags. Trees marked with a double band of blue paint are non-tradeable leave trees that shall not be cut or damaged, or used as tailhold trees. Damage per clause H-013 does not apply to these trees. Any damage caused by operation constitutes damage of these trees. Purchaser may be required to pay liquidated damages for any damaged non-tradeable leave trees.
- C. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. Written approval from the State is required prior to cutting any trees 60 inches DBH or greater. If trees 60 inches DBH or greater need to be felled for safety reasons, trees will be left in place where felled.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

H-250 Additional Falling Requirements

Within the harvest units, all vine maple stems over six (6) feet in height, shall be felled. Remaining stump shall be no more than 12 inches in height. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 9/5/2024 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the 3000, 3002, 3003, 3003-1, 3200, 3400, 3410, and 3411 roads and Spurs 1-5. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

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

C-090 Landing Location

Landings shall be built 50 feet off the 3200, 3400, and 3410 road(s).

C-140 Water Bars

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

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

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

Extreme Hazard Abatement is required within 200 feet of structures valued over \$1,500.00 adjacent to Unit 2.

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

S-120 Stream Protection

No timber shall be felled into, across, or yarded through Riparian Management Zones or streams.

S-130 Hazardous Materials**a. Hazardous Materials and Waste - Regulatory Compliance**

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

Clause P-020 governs Purchaser's liability in the event Purchaser fails to perform any of the contract requirements other than the below liquidated damage clauses without

written approval by the State. Purchaser’s failure to pay for all or part of the forest products sold in this contract prior to expiration of the contract term results in substantial injury to the State. Therefore, Purchaser agrees to pay the State the full lump sum contract price in P-020 in the event of failure to perform.

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Don Melton

Print Name

South Puget Sound Region Manager

Date: _____

Date: _____

Address: _____

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: South Puget Sound

Timber Sale Name: Hold On

Application Number: 30-105263

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 848 linear feet
Road to be constructed (optional and required) but not abandoned

Reconstruction: 3,311 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 55,059 near feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 3,002 linear feet
Roads to be constructed (optional and required) and then abandoned

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: Hold On	Region: South Puget Sound
Agreement #: 30-105263	District: Hood Canal
Contact Forester: Nick Planert	Phone/Location: (360)-827-2283 Ext: /
Alternate Contact: John Coble	Phone/Location: (360)-801-6915 Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump Sum Required or Optional removal of utility as pulp (<i>for scale sales only</i>): Evaluated for RFRS Implementation?: Yes Percentage cable-uphill:0% Percentage cable-downhill: 0% Percentage ground based: 100% Species Onsite: <input checked="" type="checkbox"/> RC, <input checked="" type="checkbox"/> DF, <input checked="" type="checkbox"/> WH, <input type="checkbox"/> RA, <input type="checkbox"/> BC, <input checked="" type="checkbox"/> BLM, <input type="checkbox"/> NF, <input type="checkbox"/> SF, <input type="checkbox"/> SS, <input checked="" type="checkbox"/> Other: Western White pine

UNIT ACREAGES* AND METHOD OF DETERMINATION:

Unit #	Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	Deductions from Gross Acres (No harvest acres)			Net Harvest Acres	Acreage Determination (List method, dimensions and error of closure if applicable)	
					RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres			Other Acres (describe)
1		Sec 33/T24N/R03W	01, 06	48.6	0	1.7	0.3	0	46.6	Garmin GPS
2		Sec 09/T24N/R03W	06	45.3	0	0.8	0.6	0	43.9	Garmin GPS
3 ROW		Sec 05/T23N/R03W	01	0.8	0	0	0.2	0	0.6	Garmin GPS, LxW calculation
4 ROW		Sec 05/T23N/R03W	01	0.2	0	0	0	0	0.2	Garmin GPS, LxW calculation
5 ROW		Sec 05/T23N/R03W	01	0.1	0	0	0	0	0.1	Garmin GPS, LxW calculation
6 ROW		Sec 05/T23N/R03W		1.5	0	0	0.4	0	1.1*	Garmin GPS, LxW calculation
7 ROW		Sec 05/T23N/R03W		1.7	0	0	0.4	0	1.3*	Garmin GPS, LxW calculation
TOTAL ACRES				98.2	0	2.5	1.9	0	93.8	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)* <i>For all marked thinnings, include a tree count by species.</i>
1	Variable Retention Harvest (VRH): Boundaries are marked with white "Timber Sale Boundary" tags with pink flashers and pink flagging, and the 3205 road. Clumped leave trees are marked with yellow "Leave Tree Area" tags with pink flashers and pink flagging. Individual leave trees are marked with a single band of blue paint. Individual non-tradable leave trees are marked	None	Tagged: 253 Individual: 136 Total: 389

	with two bands of blue paint.		
2	Variable Retention Harvest (VRH): Boundaries are marked with white “Timber Sale Boundary” tags with pink flashers and pink flagging, and the 3400 and 3411 roads. Private property boundary is marked by white carsonite posts with pink flagging. Timber type change is marked with pink flagging. Clumped leave trees are marked with yellow “Leave Tree Area” tags with pink flashers and pink flagging. Individual leave trees are marked with a single band of blue paint. Individual non-tradable leave trees are marked with two bands of blue paint. Final take tree along private property boundary is marked by pink paint.	None	Tagged: 198 Individual: 167 Total: 365
3	Right of Way Harvest (ROW): Boundaries are marked by orange “Right Of Way Boundary” tags with orange flashers and orange flagging, and orange paint.	None	N/A
4	Right of Way Harvest (ROW): Boundaries are marked by orange “Right Of Way Boundary” tags with orange flashers and orange flagging, and orange paint.	None	N/A
5	Right of Way Harvest (ROW): Boundaries are marked by orange “Right Of Way Boundary” tags with orange flashers and orange flagging, and orange paint.	None	N/A
6	Right of Way Harvest (ROW): Boundaries are marked by orange “Right Of Way Boundary” tags with orange flashers and orange flagging.	*For informational purposes only, no timber is to be removed from these units. Wood in this area will be decked and left for property owner.	N/A
7	Right of Way Harvest (ROW): Boundaries are marked by orange “Right Of Way Boundary” tags with orange flashers and orange flagging.	*For informational purposes only, no timber is to be removed from these units. Wood in this area will be decked and left for property owner.	N/A

OTHER PRE-CRUISE INFORMATION:

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See cruise	Gate 32 on 3000 road (383 Masterlock)	Available at Shelton Office
2	See cruise	Gate 32 on 3000 road (383 Masterlock)	Available at Shelton Office
3	See cruise	Gate 32 on 300 road (383 Masterlock). 3002 and 3003 roads narrow and brushy but drivable.	Available at Shelton Office
4	See cruise	Gate 32 on 300 road (383 Masterlock). 3002 and 3003 roads narrow and brushy but drivable.	Available at Shelton Office

5	See cruise	Gate 32 on 300 road (383 Masterlock). 3002 and 3003 roads narrow and brushy but drivable.	Available at Shelton Office
6	See cruise	Gate 32 on 300 road (383 Masterlock). 3002 and 3003 roads narrow and brushy but drivable.	Available at Shelton Office
7	See cruise	Gate 32 on 300 road (383 Masterlock). 3002 and 3003 roads narrow and brushy but drivable.	Available at Shelton Office

REMARKS:

*ROW units 6 & 7 are on private property and if, standing, are to be felled and decked onsite (no removal).

Prepared By: Janessa Cimfl Date: 08/15/2024	Title: Forester	CC: John Coble
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Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)

Timber Sale Cruise Report Hold On

Sale Name: HOLD ON

Sale Type: LUMP SUM

Region: SO PUGET

District: HOOD CANAL

Lead Cruiser: AM Douglas

Other Cruisers:

Cruise Narrative:

Location:

Hold On timber sale is located 11 miles north of Hoodspport, WA.

Access is provided by HWY 101, USFS 24, and the 3000 series of forest roads.

Cruise Design:

68 plots were used to sample 91.4 acres. Tree diameters were recorded to the nearest whole inch. Bole heights were measured to a 5" top or estimated break point. Trees were segmented into lengths based on a preference for long logs and taking into account location of defect. Preferred length for conifers is 40'. Preferred length for hardwoods is 30'.

Timber Quality:

Douglas-fir is the primary species in Hold On. Most trees show good form, but site conditions have resulted in stunted/slow growth. Tree diameters and heights are comparatively small in most places.

Trace amounts of hemlock and western white pine are present in both VRH units. Unit 1 contains approximately 100 mbf of distribution-sized pole volume.

Logging and Stand Conditions:

Much of the sale presents a dense understory of huckleberry and salal. Fortunately, units have great road access and contain a few trails. Topography is flat.

General Remarks:

Units 6 and 7 are Right-of-Ways on private land. Trees are to be felled and left. Cruise volume omitted from report.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	13.9	9.1		1,242	291	611	340	
WH	14.4			53	6	41	5	0
RC	12.4			14		5	10	
WP	13.5			11		9	2	
RA	10.0			3			3	
ALL	13.7	9.1		1,323	297	667	360	0

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	10,148	2,066	5,252	2,831	
WH	528	55	417	56	0
RC	128		36	92	
WP	79		67	12	
RA	22			22	
ALL	10,905	2,121	5,771	3,013	0

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 (%)
131.0	6.5	110.2	2.0	14,477	6.7

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
HOLD ON U1	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	46.6	48.6	33	33	0
HOLD ON U2	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	43.9	45.3	32	32	1
HOLD ON U3	ST: Strip/Percent Sample (1 tree expansion)	0.6	0.8	1	1	0
HOLD ON U4	ST: Strip/Percent Sample (1 tree expansion)	0.2	0.2	1	1	0
HOLD ON U5	ST: Strip/Percent Sample (1 tree expansion)	0.1	0.1	1	1	0
All		91.4	95.0	68	68	1

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.7	40	1,181	1,161	1.8	764.2	106.1
DF	LIVE	2 SAW	HQ-B	14.2	40	2,034	2,021	0.6	1,301.7	184.7
DF	LIVE	3 SAW	Domestic	7.7	40	3,619	3,587	0.9	2,930.9	327.9
DF	LIVE	3 SAW	HQ-B	9.7	40	2,001	1,988	0.6	1,493.7	181.7
DF	LIVE	3 SAW	Pole	7.5	75	1,111	1,111	0.0	827.3	101.6
DF	LIVE	4 SAW	Domestic	5.1	30	3,745	3,722	0.6	2,830.5	340.2
DF	LIVE	CULL	Cull	5.8	9	97	0	100.0	0.0	0.0

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
RA	LIVE	4 SAW	Domestic	5.4	24	29	29	0.0	22.1	2.6
RC	LIVE	3 SAW	Domestic	11.5	36	51	51	0.0	35.7	4.6
RC	LIVE	4 SAW	Domestic	5.0	26	105	105	0.8	92.4	9.6
WH	LIVE	2 SAW	Domestic	13.8	40	76	67	12.4	55.1	6.1
WH	LIVE	3 SAW	Domestic	8.1	40	476	454	4.7	416.6	41.5
WH	LIVE	4 SAW	Domestic	5.0	23	59	58	1.5	55.8	5.3
WH	LIVE	CULL	Cull	5.0	10	22	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.0	31	0	0	0.0	0.3	0.0
WP	LIVE	3 SAW	Domestic	8.2	38	102	101	1.3	66.9	9.2
WP	LIVE	4 SAW	Domestic	5.0	18	24	23	2.4	12.1	2.1

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Cull	5.4	9	0	100.0	0.0	0.0
DF	5 - 8	LIVE	Domestic	5.6	32	6,250	0.7	4,958.7	571.2
DF	5 - 8	LIVE	Pole	7.5	75	1,111	0.0	827.3	101.6
DF	5 - 8	LIVE	HQ-B	8.4	40	368	0.9	303.2	33.7
DF	9 - 11	LIVE	Domestic	10.0	40	1,059	1.2	802.7	96.8
DF	9 - 11	LIVE	HQ-B	10.2	40	1,620	0.6	1,190.5	148.1
DF	12 - 14	LIVE	Domestic	13.2	40	521	1.7	385.2	47.6
DF	12 - 14	LIVE	HQ-B	13.5	40	1,439	0.8	971.3	131.6
DF	15 - 19	LIVE	Domestic	17.1	40	640	1.8	379.0	58.5
DF	15 - 19	LIVE	HQ-B	17.4	40	581	0.3	330.4	53.1
DF	15 - 19	LIVE	Cull	17.9	5	0	100.0	0.0	0.0
RA	5 - 8	LIVE	Domestic	5.4	24	29	0.0	22.1	2.6
RC	5 - 8	LIVE	Domestic	5.0	26	105	0.8	92.4	9.6
RC	9 - 11	LIVE	Domestic	11.5	36	51	0.0	35.7	4.6
WH	5 - 8	LIVE	Cull	5.0	10	0	100.0	0.0	0.0
WH	5 - 8	LIVE	Pulp	5.0	31	0	0.0	0.3	0.0
WH	5 - 8	LIVE	Domestic	6.4	33	319	3.6	318.9	29.2
WH	9 - 11	LIVE	Domestic	10.7	40	192	5.7	153.5	17.6
WH	12 - 14	LIVE	Domestic	13.8	40	67	12.4	55.1	6.1
WP	5 - 8	LIVE	Domestic	6.6	28	124	1.5	79.0	11.4

Cruise Unit Report HOLD ON U1

Unit Sale Notice Volume (MBF): HOLD ON U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.8	9.0		716	263	362	91
WH	15.3			37	6	27	4
RC	12.4			14		5	9
WP	14.0			6		5	1
ALL	15.5	9.0		772	269	398	105

Unit Cruise Design: HOLD ON U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	46.6	48.6	33	33	0

Unit Cruise Summary: HOLD ON U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	97	97	2.9	2
WH	6	6	0.2	0
RC	5	5	0.2	0
WP	1	1	0.0	0
ALL	109	109	3.3	2

Unit Cruise Statistics: HOLD ON 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	117.6	57.0	9.9	130.6	29.1	3.0	15,361	64.0	10.4
WH	7.3	215.4	37.5	108.9	27.5	11.2	792	217.2	39.1
RC	6.1	240.3	41.8	49.4	60.5	27.0	300	247.8	49.8
WP	1.2	574.5	100.0	100.1	0.0	0.0	121	574.5	100.0
ALL	132.1	46.3	8.1	125.4	32.6	3.1	16,574	56.7	8.7

Unit Summary: HOLD ON U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	97	ALL	15.8	65	85	15,645	15,361	1.8	86.4	117.6	29.6	715.8
RC	LIVE	CUT	5	ALL	12.4	30	39	301	300	0.6	7.2	6.1	1.7	14.0
WH	LIVE	CUT	6	ALL	15.3	62	76	826	792	4.1	5.7	7.3	1.9	36.9
WP	LIVE	CUT	1	ALL	14.0	61	79	122	121	0.9	1.1	1.2	0.3	5.7
ALL	LIVE	CUT	109	ALL	15.5	62	81	16,895	16,574	1.9	100.4	132.1	33.5	772.4
ALL	ALL	CUT	109	ALL	15.5	62	81	16,895	16,574	1.9	100.4	132.1	33.5	772.4

Cruise Unit Report HOLD ON U2

Unit Sale Notice Volume (MBF): HOLD ON U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	11.2	9.3		523	27	248	248
WH	12.5			16		14	1
WP	13.0			6		5	1
RA	10.0			3			3
ALL	11.2	9.3		547	27	267	253

Unit Cruise Design: HOLD ON U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	43.9	45.3	32	32	1

Unit Cruise Summary: HOLD ON U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	100	100	3.1	3
WH	3	3	0.1	0
WP	1	1	0.0	0
RA	1	1	0.0	0
ALL	105	105	3.3	3

Unit Cruise Statistics: HOLD ON 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	125.0	65.4	11.6	95.3	23.2	2.3	11,912	69.4	11.8
WH	3.8	416.2	73.6	96.0	19.5	11.3	360	416.6	74.4
WP	1.3	565.7	100.0	104.2	0.0	0.0	130	565.7	100.0
RA	1.3	565.7	100.0	47.7	0.0	0.0	60	565.7	100.0
ALL	131.3	59.1	10.4	94.9	23.4	2.3	12,461	63.5	10.7

Unit Summary: HOLD ON U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	100	ALL	11.2	46	70	12,022	11,912	0.9	182.7	125.0	37.4	522.9
RA	LIVE	CUT	1	ALL	10.0	26	34	60	60	0.0	2.3	1.3	0.4	2.6
WH	LIVE	CUT	3	ALL	12.5	57	75	438	360	17.8	4.4	3.8	1.1	15.8
WP	LIVE	CUT	1	ALL	13.0	56	74	133	130	2.0	1.4	1.3	0.3	5.7
ALL	LIVE	CUT	105	ALL	11.2	46	70	12,652	12,461	1.5	190.8	131.3	39.2	547.1
ALL	ALL	CUT	105	ALL	11.2	46	70	12,652	12,461	1.5	190.8	131.3	39.2	547.1

Cruise Unit Report HOLD ON U3

Unit Sale Notice Volume (MBF): HOLD ON U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	12.6			2	1	1	1
RC	10.6			0			0
WH	10.5			0			0
ALL	12.1			3	1	1	1

Unit Cruise Design: HOLD ON U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	0.6	0.8	1	1	0

Unit Cruise Summary: HOLD ON U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	26	33	33.0	0
RC	6	8	8.0	0
WH	3	3	3.0	0
ALL	35	44	44.0	0

Unit Cruise Statistics: HOLD ON 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	47.8	0.0	0.0	85.1	20.6	4.0	4,066	20.6	4.0
RC	8.2	0.0	0.0	36.3	33.2	13.5	299	33.2	13.5
WH	3.0	0.0	0.0	56.2	22.2	12.8	170	22.2	12.8
ALL	59.1	0.0	0.0	76.8	28.1	4.8	4,536	28.1	4.8

Unit Summary: HOLD ON U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	26	ALL	12.6	42	59	4,085	4,066	0.4	55.2	47.8	13.5	2.4
RC	LIVE	CUT	6	ALL	10.6	22	27	301	299	0.6	13.4	8.2	2.5	0.2
WH	LIVE	CUT	3	ALL	10.5	33	42	170	170	0.0	5.0	3.0	0.9	0.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	35	ALL	12.1	38	52	4,556	4,536	0.4	73.6	59.1	16.9	2.7
ALL	ALL	CUT	35	ALL	12.1	38	52	4,556	4,536	0.4	73.6	59.1	16.9	2.7

Cruise Unit Report HOLD ON U4

Unit Sale Notice Volume (MBF): HOLD ON U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	11.7			1	0	0	0	
RC	8.3			0			0	
WH	8.5			0			0	0
ALL	10.9			1	0	0	0	0

Unit Cruise Design: HOLD ON U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	0.2	0.2	1	1	0

Unit Cruise Summary: HOLD ON U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	13	13.0	0
RC	2	3	3.0	0
WH	2	2	2.0	0
ALL	13	18	18.0	0

Unit Cruise Statistics: HOLD ON U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	48.5	0.0	0.0	74.1	34.3	11.4	3,595	34.3	11.4
RC	5.7	0.0	0.0	60.4	1.1	0.8	345	1.1	0.8
WH	4.0	0.0	0.0	74.5	0.2	0.1	295	0.2	0.1
ALL	58.2	0.0	0.0	72.8	29.1	8.1	4,235	29.1	8.1

Unit Summary: HOLD ON U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	11.7	34	45	3,635	3,595	1.1	64.9	48.5	14.2	0.7
RC	LIVE	CUT	2	ALL	8.3	23	35	345	345	0.0	15.2	5.7	2.0	0.1
WH	LIVE	CUT	2	ALL	8.5	29	42	295	295	0.0	10.0	4.0	1.4	0.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	13	ALL	10.9	31	43	4,275	4,235	0.9	90.1	58.2	17.5	0.8
ALL	ALL	CUT	13	ALL	10.9	31	43	4,275	4,235	0.9	90.1	58.2	17.5	0.8

Cruise Unit Report HOLD ON U5

Unit Sale Notice Volume (MBF): HOLD ON U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade	
				All	4 Saw
DF	12.1			0	0
ALL	12.1			0	0

Unit Cruise Design: HOLD ON U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	0.1	0.1	1	1	0

Unit Cruise Summary: HOLD ON U5

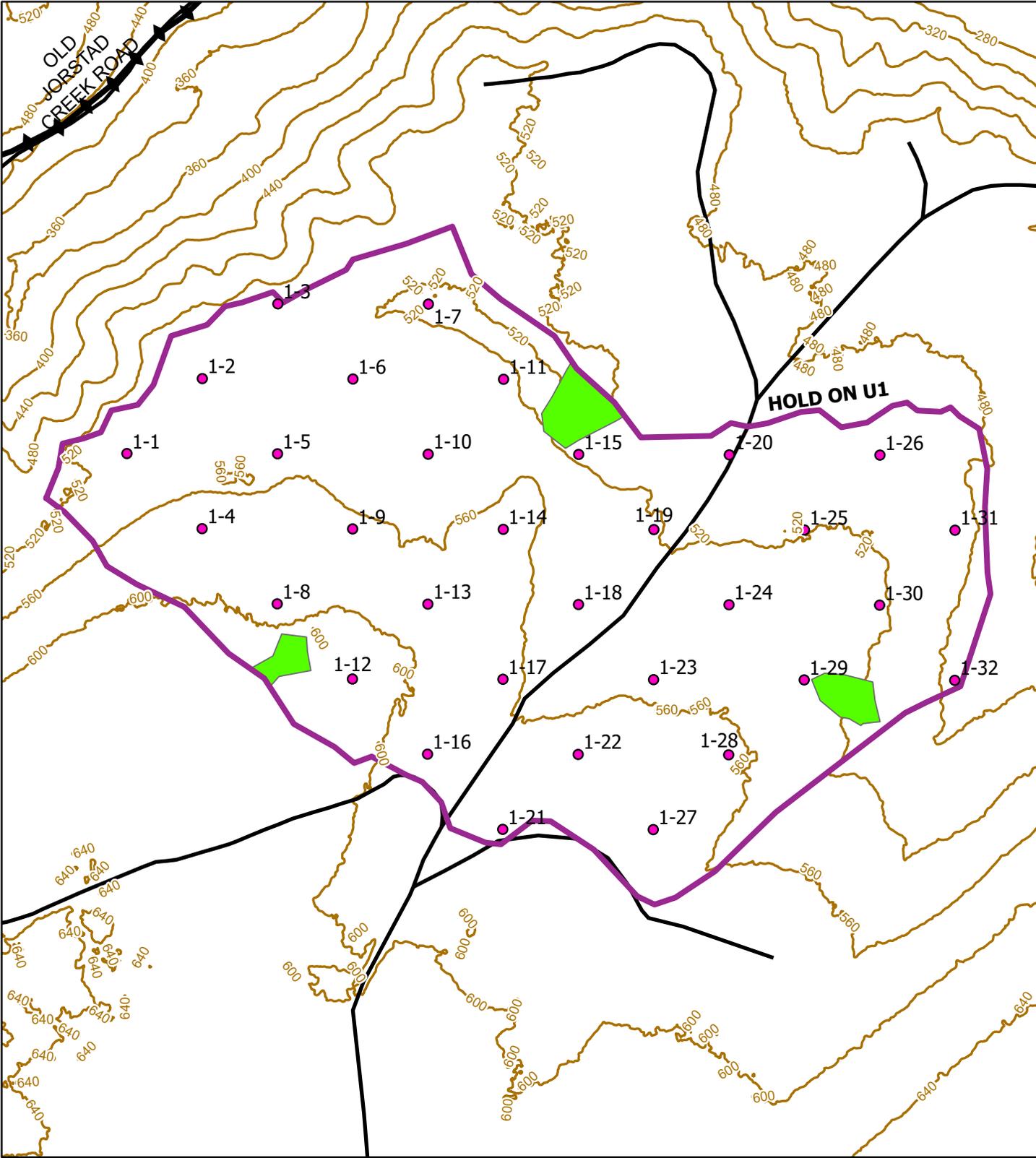
Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	8	8	8.0	0
ALL	8	8	8.0	0

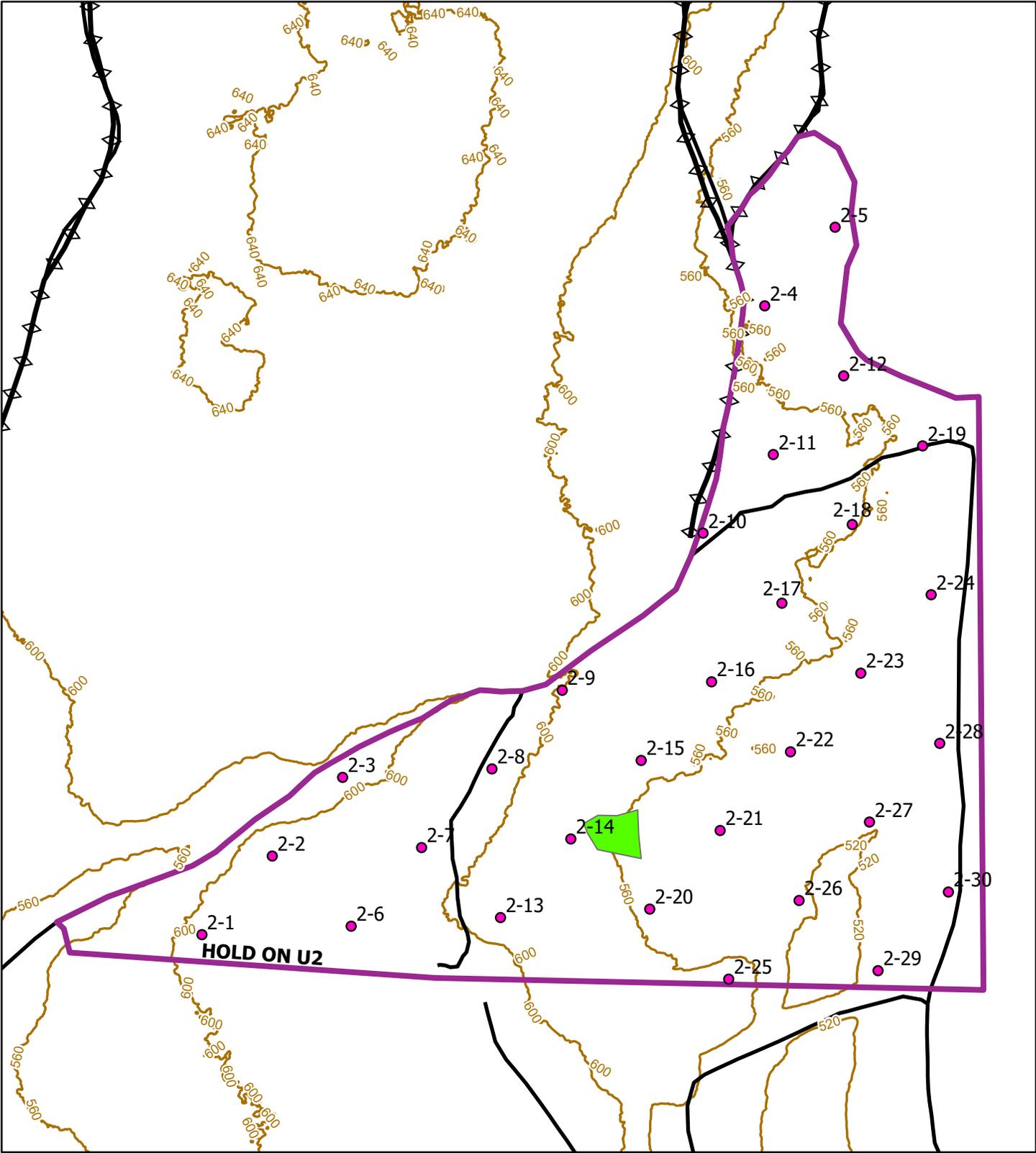
Unit Cruise Statistics: HOLD ON U5

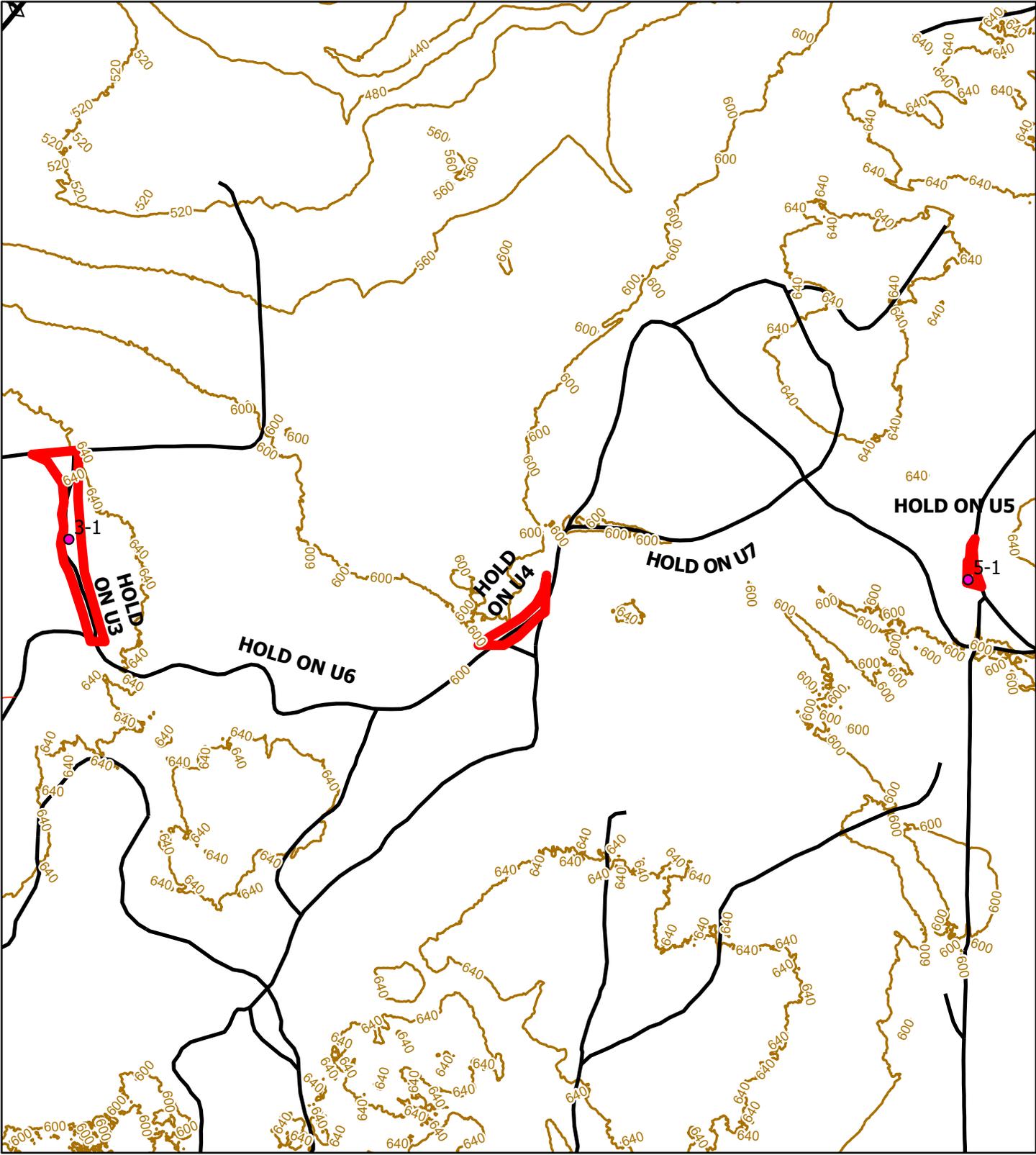
Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	63.8	0.0	0.0	32.6	7.4	2.6	2,080	7.4	2.6
ALL	63.8	0.0	0.0	32.6	7.4	2.6	2,080	7.4	2.6

Unit Summary: HOLD ON U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	12.1	26	31	2,130	2,080	2.3	79.9	63.8	18.3	0.2
ALL	LIVE	CUT	8	ALL	12.1	26	31	2,130	2,080	2.3	79.9	63.8	18.3	0.2
ALL	ALL	CUT	8	ALL	12.1	26	31	2,130	2,080	2.3	79.9	63.8	18.3	0.2









Forest Practices Application/Notification Notice of Decision

FPA/N No: 2424217

Effective Date: 1/21/2025

Expiration Date: 1/21/2028

Shut Down Zone: 654

EARR Tax Credit: Eligible Non-eligible

Reference: Hold On 30-105263

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

Issued By: Kyle Dobbs

Region: South Puget Sound Region

Title: Resource Protection Forester

Date: 1/21/2025

Copies to: Landowner, Timber Owner, and Operator

Issued in person: LO TO OP By: 

Date: 1/21/2025

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources South Puget Sound 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	<u>Physical Address</u> 950 Farman Ave N Enumclaw, WA 98022 <u>Mailing Address</u> 950 Farman Ave N Enumclaw, WA 98022

Information regarding the Pollution Control Hearings Board can be found at: <https://eluho.wa.gov/>

Other Applicable Laws

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Transfer of Forest Practices Application/Notification (WAC 222-20-010)

Use the “Notice of Transfer of Approved Forest Practices Application/Notification” form. This form is available at region offices and on the Forest Practices website <https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and>. Notify DNR of new Operators within 48 hours.

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

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

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

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

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

DNR Declaration of Mailing

I, **Julie Antonsen**, caused the Notice of Decision for FPA/N No. **2424217** to be placed in the United States mail at **Olympia, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

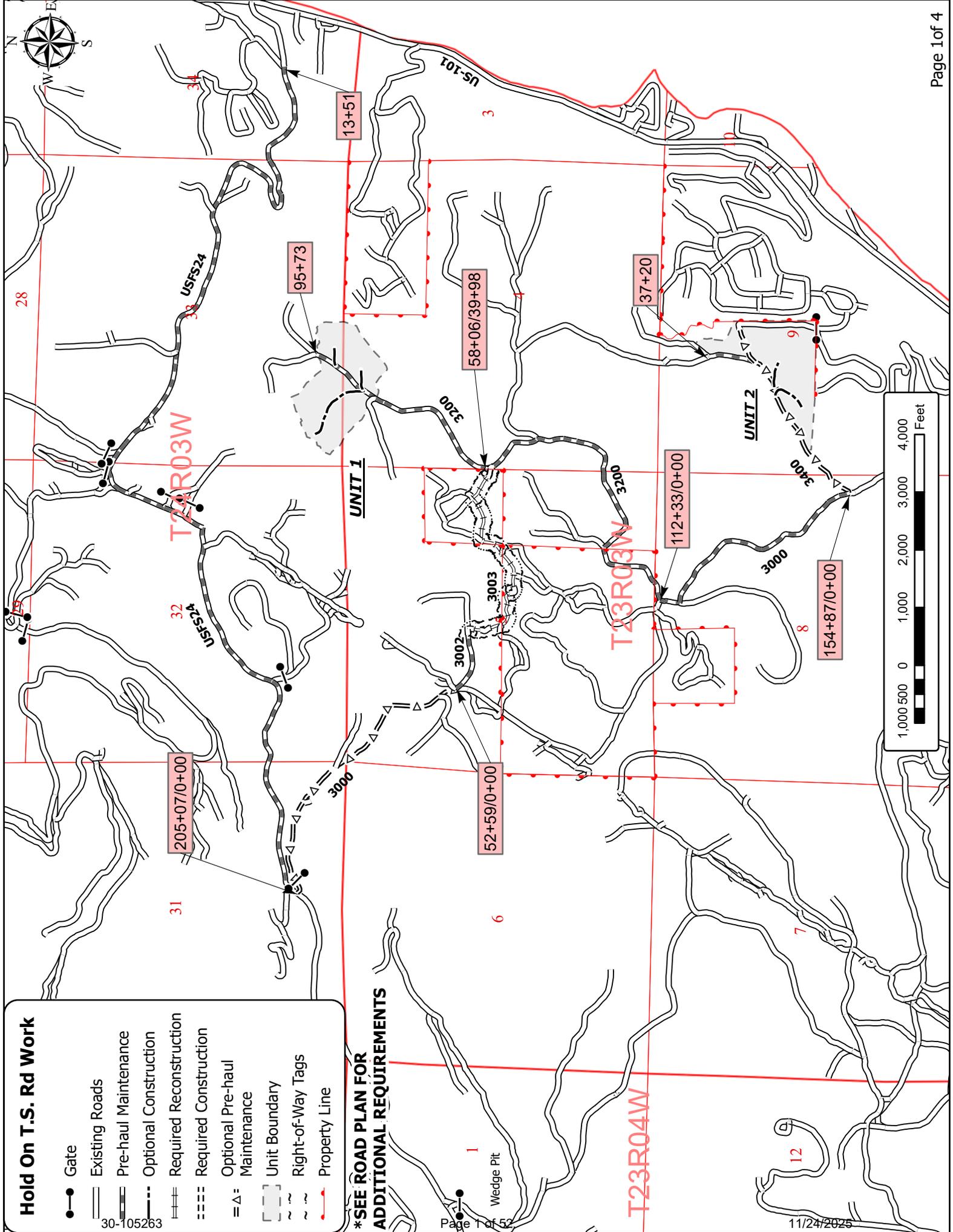
1/21/2025

(Date)

Enumclaw, WA

(City & State where signed)

(Signature)

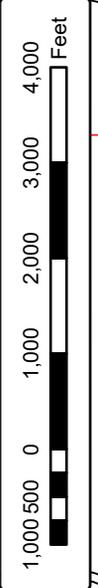


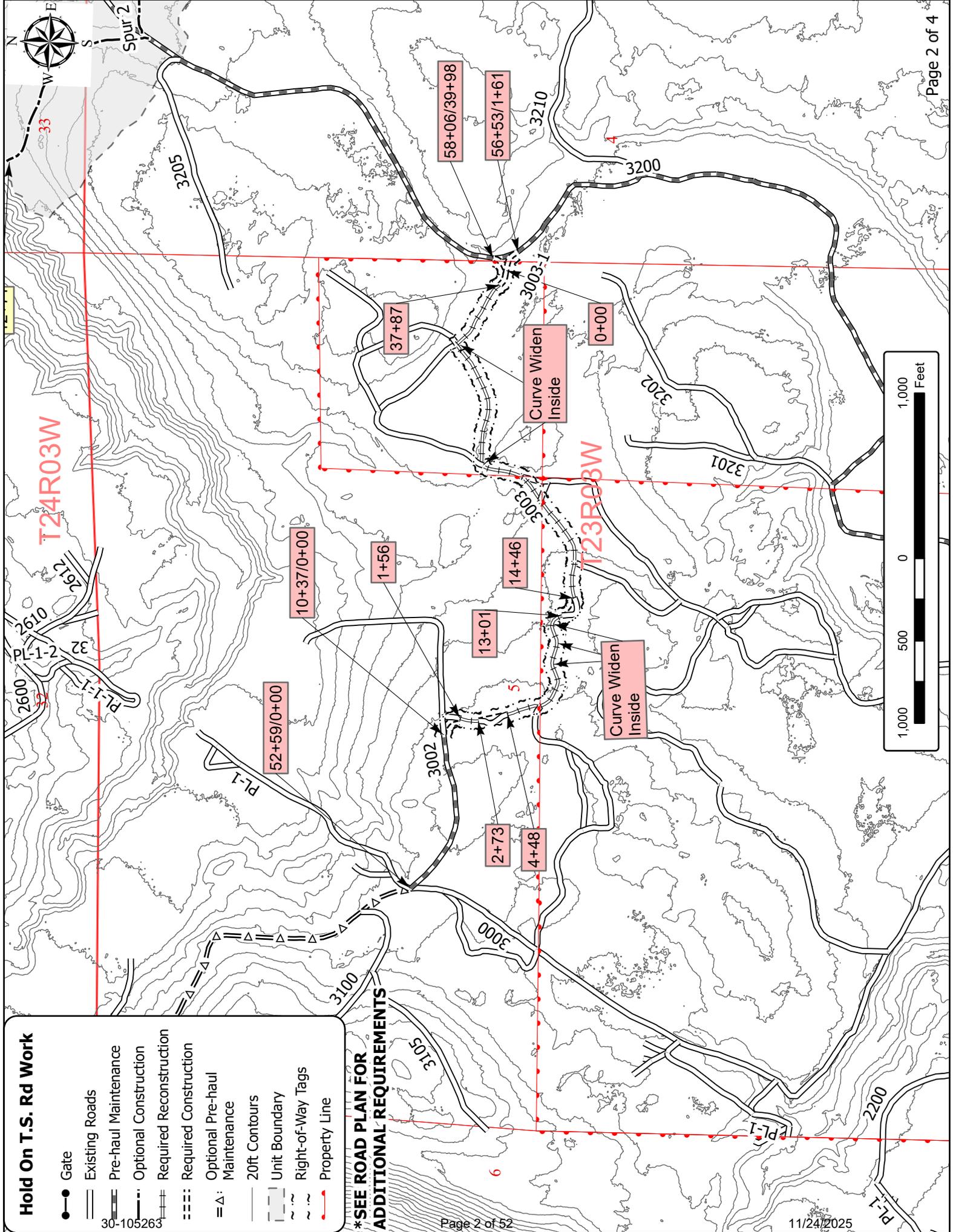
Hold On T.S. Rd Work

- Gate
- Existing Roads
- Pre-haul Maintenance
- - - Optional Construction
- == Required Reconstruction
- === Required Construction
- =Δ= Optional Pre-haul Maintenance
- Unit Boundary
- ~ ~ ~ Right-of-Way Tags
- Property Line

30-105263

***SEE ROAD PLAN FOR ADDITIONAL REQUIREMENTS**

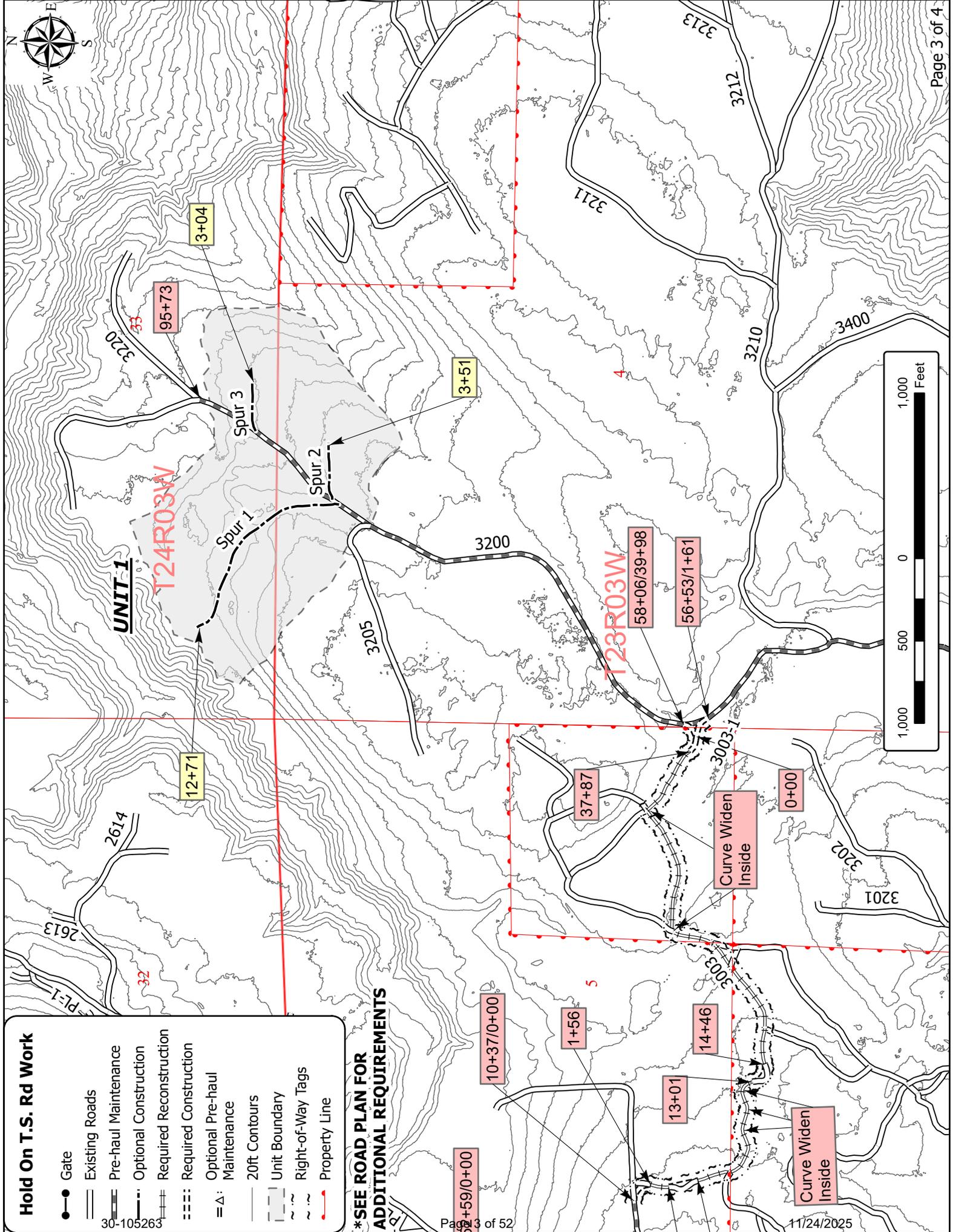




Hold On T.S. Rd Work

- Gate
- Existing Roads
- Pre-haul Maintenance
- Optional Construction
- Required Reconstruction
- Required Construction
- △ Optional Pre-haul Maintenance
- 20ft Contours
- Unit Boundary
- Right-of-Way Tags
- Property Line

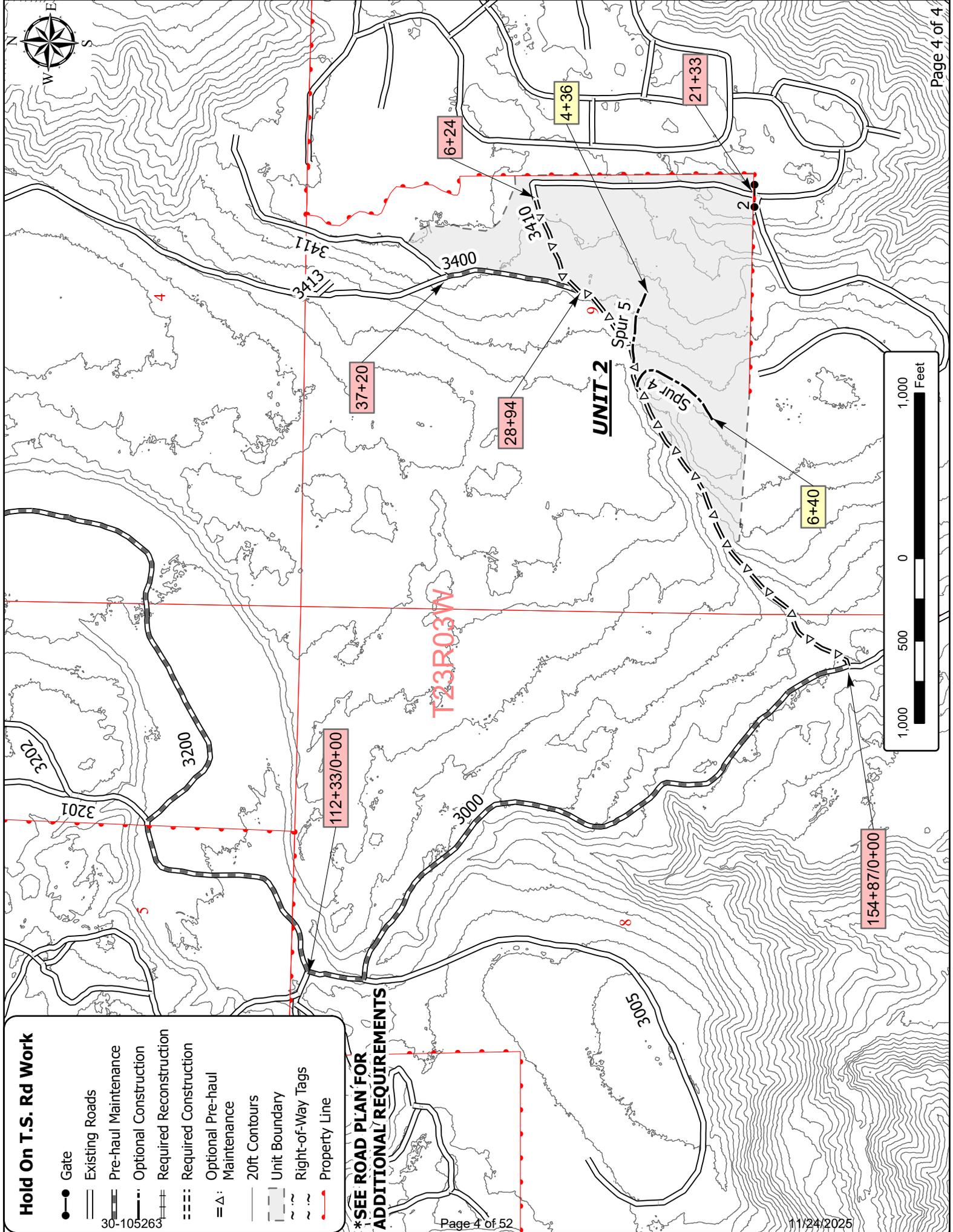
***SEE ROAD PLAN FOR ADDITIONAL REQUIREMENTS**



Hold On T.S. Rd Work

- Gate
- Existing Roads
- Pre-haul Maintenance
- Optional Construction
- Required Reconstruction
- Required Construction
- △ Optional Pre-haul Maintenance
- 20ft Contours
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- Right-of-Way Tags
- Property Line

***SEE ROAD PLAN FOR ADDITIONAL REQUIREMENTS**



Hold On T.S. Rd Work

- Gate
- Existing Roads
- Pre-haul Maintenance
- Optional Construction
- Required Reconstruction
- Required Construction
- △: Optional Pre-haul Maintenance
- 20ft Contours
- Unit Boundary
- Right-of-Way Tags
- Property Line

***SEE ROAD PLAN FOR ADDITIONAL REQUIREMENTS**

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

HOLD ON TIMBER SALE ROAD PLAN
MASON COUNTY
HOODCANAL DISTRICT
SOUTH PUGET SOUND REGION

AGREEMENT NO.: 30-105263
DATE: 9/5/24

STAFF ENGINEER: Heymann

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

Clauses in this road plan apply to all road related work, including landings and rock source development, unless otherwise noted.

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
24	13+51 to 205+07	Pre-haul Maintenance
3000	112+33 to 154+87	Pre-haul Maintenance
3002	0+00 to 10+37	Pre-haul Maintenance (Brushing)
3003	0+00 to 1+56	Construction
3003	1+56 to 2+73	Reconstruction
3003	2+73 to 4+48	Construction
3003	4+48 to 13+01	Reconstruction
3003	13+01 to 14+46	Construction
3003	14+46 to 37+87	Reconstruction
3003	37+87 to 39+98	Construction
3003-1	0+00 to 1+61	Construction
3200	0+00 to 95+73	Pre-haul Maintenance (Brushing)
3400	28+94 to 37+20	Pre-haul Maintenance (Brushing)
Spur 1	0+00 to 12+71	Abandonment if constructed
Spur 2	0+00 to 3+51	Abandonment if constructed
Spur 3	0+00 to 3+04	Abandonment if constructed
Spur 4	0+00 to 6+40	Abandonment if constructed
Spur 5	0+00 to 4+36	Abandonment if constructed

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>
3000	0+00 to 52+59	Pre-haul Maintenance
3002	0+00 to 10+37	Pre-haul Maintenance (Grading)
3200	0+00 to 95+73	Pre-haul Maintenance (Grading)
3400	0+00 to 37+20	Pre-haul Maintenance
3410	0+00 to 6+24	Pre-haul Maintenance
Spur 1	0+00 to 12+71	Construction
Spur 2	0+00 to 3+51	Construction
Spur 3	0+00 to 3+04	Construction
Spur 4	0+00 to 6+40	Construction
Spur 5	0+00 to 4+36	Construction

0-4 CONSTRUCTION

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

- clearing;
- grubbing;
- right-of-way debris disposal;
- excavation and/or embankment to subgrade;
- landing construction;
- acquisition and installation of drainage structures;
- acquisition, manufacture, and application of rock;
- road abandonment.

0-5 RECONSTRUCTION

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

- brushing right-of-way;
- clearing existing excavation and embankment slopes;
- grubbing existing excavation and embankment slopes;
- right-of-way debris disposal;
- realigning road segments;
- widening road segments;
- grading and shaping existing road surface and turnouts;
- compaction of road surface.

0-6 PRE-HAUL MAINTENANCE

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

- brushing right-of-way;
- removing fallen right-of-way debris;
- grading and shaping existing road surface and turnouts;
- removing berms from road shoulders;
- spot rocking.

0-7 POST-HAUL MAINTENANCE

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

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

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

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

1. Addenda.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.

4. Typical Section Sheet.
5. Standard Lists.
6. Standard Details.
7. Road Work maps.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

1-16 CONSTRUCTION STAKES SET BY STATE

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

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-23 ROAD WORK PHASE APPROVAL

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

- Drainage installation & Subgrade compaction
- Rock compaction

1-25 ACTIVITY TIMING RESTRICTION

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

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
24	13+51 to 205+07	Optional Pre-haul
3000	0+00 to 52+59	Optional Pre-haul
3002	0+00 to 10+37	Optional Pre-haul
3200	0+00 to 95+73	Optional Pre-haul
3400	0+00 to 37+20	Optional Pre-haul

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
3000	112+33 to 154+87	Required Pre-haul
3002	0+00 to 10+37	Required Pre-haul
3200	0+00 to 95+73	Required Pre-haul
3400	28+94 to 37+20	Required Pre-haul

3-5 CLEARING

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

3-7 RIGHT-OF-WAY DECKING

On the following road(s), 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.

<u>Road</u>	<u>Stations</u>
3003	6+59 to 20+93
3003	22+98 to 39+87
3003-1	0+00 to 0+22

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 45%.

- Against standing trees.

3-10 GRUBBING

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

3-20 ORGANIC DEBRIS DEFINITION

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

3-21 DISPOSAL COMPLETION

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

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

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

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

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

4-2 PIONEERING

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

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

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

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

4-5 CUT SLOPE RATIO

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

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

4-6 EMBANKMENT SLOPE RATIO

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

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

4-10 WIDEN THE EXISTING SUBGRADE

On the following road, Purchaser shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Purchaser shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches.

<u>Road</u>	<u>Stations</u>
3003	0+00 to 39+87

4-22 TURNAROUNDS

Optional Turnarounds must be no larger than 30 feet long and 30 feet wide.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

<u>Road</u>	<u>Stations</u>
3003	0+00 to 39+87

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.

4-55 ROAD SHAPING

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

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

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

5-5 CULVERTS

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

5-7 USED CULVERT MATERIAL

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

5-15 CULVERT INSTALLATION

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

5-17 CROSS DRAIN SKEW AND SLOPE

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

5-18 CULVERT DEPTH OF COVER

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

5-25 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.

SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Wedge Pit	NW ¼ SE¼ Sec 1 T23N R04W	3 Inch Jaw Run

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

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

6-12 ROCK SOURCE SPECIFICATIONS

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

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

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

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.

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

6-14 DRILL AND SHOOT

Rock drilling and shooting must meet the following specifications:

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

6-20 ROCK CRUSHING OPERATIONS

Rock crushing operations must conform to the following specifications:

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

6-21 IN-PLACE PROCESSING

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

6-23 ROCK GRADATION TYPES

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

6-34 3-INCH JAW RUN ROCK

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

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

6-75 OPTIONAL ROCK EXCEPTION

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

If less rock is applied, Purchaser shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan. On optional rock roads designated in the table below as Purchaser’s Choice, Purchaser may apply 3-Inch Jaw Run.

<u>Road</u>	<u>Stations</u>
3003	0+00 to 39+98
3003-1	0+00 to 1+61
3400	0+00 to 28+94
Spur 1	0+00 to 12+71
Spur 2	0+00 to 3+51
Spur 3	0+00 to 3+04
Spur 4	0+00 to 6+40
Spur 5	0+00 to 4+36

SECTION 7 – STRUCTURES

7-70 GATE CLOSURE

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

SECTION 9 – POST-HAUL ROAD WORK

9-1 BARRICADES

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Station</u>
Spur 1	0+00
Spur 2	0+00
Spur 3	0+00
Spur 4	0+00
Spur 5	0+00

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
24	13+51 to 205+07	Grade
3000	0+00 to 52+59	Grade
3000	112+33 to 154+87	Grade
3002	0+00 to 10+37	Grade
3003	0+00 to 39+98	Grade
3003-1	0+00 to 1+61	Grade
3200	0+00 to 95+73	Grade
3400	0+00 to 37+20	Grade
3400	6+10	Remove Culvert/Install Drivable Waterbar
3410	0+00 to 21+33	Return to a condition that will allow passage of light administrative vehicles.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-21 ROAD ABANDONMENT

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

<u>Road</u>	<u>Stations</u>
Spur 1	0+00 to 12+71
Spur 2	0+00 to 3+51
Spur 3	0+00 to 3+04
Spur 4	0+00 to 6+40
Spur 5	0+00 to 4+36

9-22 ABANDONMENT

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

SECTION 10 MATERIALS

10-17 CORRUGATED PLASTIC CULVERT

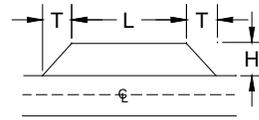
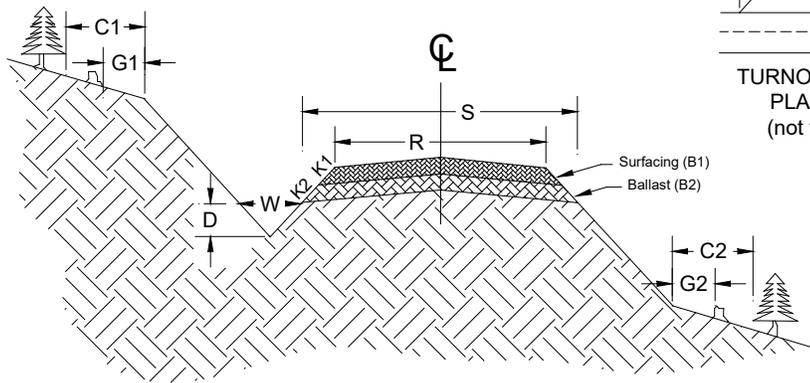
Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts must be Type S – double walled with a corrugated exterior and smooth interior.

10-22 PLASTIC BAND

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

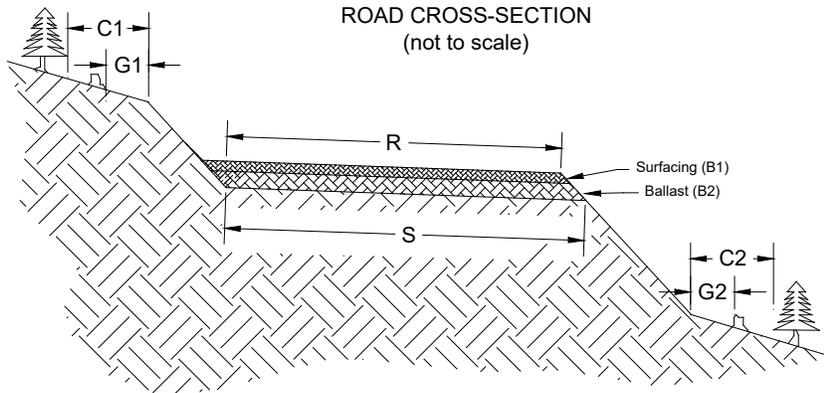
TYPICAL SECTION SHEET

ROAD CROSS-SECTION
(not to scale)



TURNOUT DETAIL
PLAN VIEW
(not to scale)

OUTSLOPED
ROAD CROSS-SECTION
(not to scale)



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio %	Fill Slope Ratio %
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
				S	R	W	D							
24	13+51	205+07	A	24	22	2.5	1	4	0	0	0	0	100	67
3000	0+00	52+59	B	16	12	2.5	1	4	0	0	0	0	100	67
3000	112+33	154+87	C	16	12	2.5	1	4	0	0	10	10	100	67
3002	0+00	10+37	C	16	12	2.5	1	4	0	0	10	10	100	67
3003	0+00	39+98	C	16	12	3% Outslope		-	5	5	tags	tags	100	67
3003-1	0+00	1+61	C	16	12	3% Outslope		-	5	5	tags	tags	100	67
3200	0+00	95+73	C	16	12	2.5	1	4	0	0	10	10	100	67
3400	0+00	37+20	C	16	12	3% Outslope		-	0	0	10	10	100	67
3410	0+00	21+33	C	16	12	3% Outslope		-	0	0	0	0	100	67
Spur 1	0+00	12+71	C	16	12	2.5	1	4	0	0	0	0	100	67
Spur 2	0+00	3+51	C	16	12	2.5	1	4	0	0	0	0	100	67
Spur 3	0+00	3+04	C	16	12	2.5	1	4	0	0	0	0	100	67
Spur 4	0+00	6+40	C	16	12	2.5	1	4	0	0	0	0	100	67
Spur 5	0+00	4+36	C	16	12	2.5	1	4	0	0	0	0	100	67

COMPACTION LIST

Road	From Station	To Station	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
3003	0+00	39+89	Embankment Subgrade Rock Waste Areas	12	Vibratory Smooth Drum	14,000	4	3
3003-1	0+00	1+61						
Spur 1	0+00	12+71						
Spur 2	0+00	3+51						
Spur 3	0+00	3+04						
Spur 4	0+00	6+40						
Spur 5	0+00	4+36						

**ROCK LIST
BALLAST**

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y. Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2				3 Inch Jaw run	L	H	T
3003	0+00	39+98	1 ½ :1	8"	32	39.98	1279	Wedge Pit			
3003-1	0+00	1+61	1 ½ :1	8"	32	1.61	52	Wedge Pit			
3400	0+00	28+94	1 ½ :1	8"	32	28.98	927	Wedge Pit			
Spur 1	0+00	12+71	1 ½ :1	8"	32	12.71	407	Wedge Pit			
Spur 2	0+00	3+51	1 ½ :1	8"	32	3.51	112	Wedge Pit			
Spur 3	0+00	3+04	1 ½ :1	8"	32	3.04	97	Wedge Pit			
Spur 4	0+00	6+40	1 ½ :1	8"	32	6.40	205	Wedge Pit			
Spur 5	0+00	4+36	1 ½ :1	8"	32	4.36	140	Wedge Pit			

OPTIONAL ROCK 3,219 Cubic Yards
 REQUIRED ROCK 0 Cubic Yards
 BALLAST TOTAL 3,219 Cubic Yards

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

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

CULVERT LIST

Road Number	Location	Culvert		Length (ft)			Riprap (C.Y.)			Backfill Material	Placement Method	Const. Staked	Remarks
		Dia.	Type	Culvert	Downspt	Flume	Inlet	Outlet	Type				
Spur 1	0+27	18	TEMP	40								Ditch line 3200 rd	
	6+62	18	TEMP	32									
Spur 2	0+18	18	TEMP	40								Ditch line 3200 rd	
Spur 4	1+41	18	TEMP	36									
	3+57	18	TEMP	30									

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

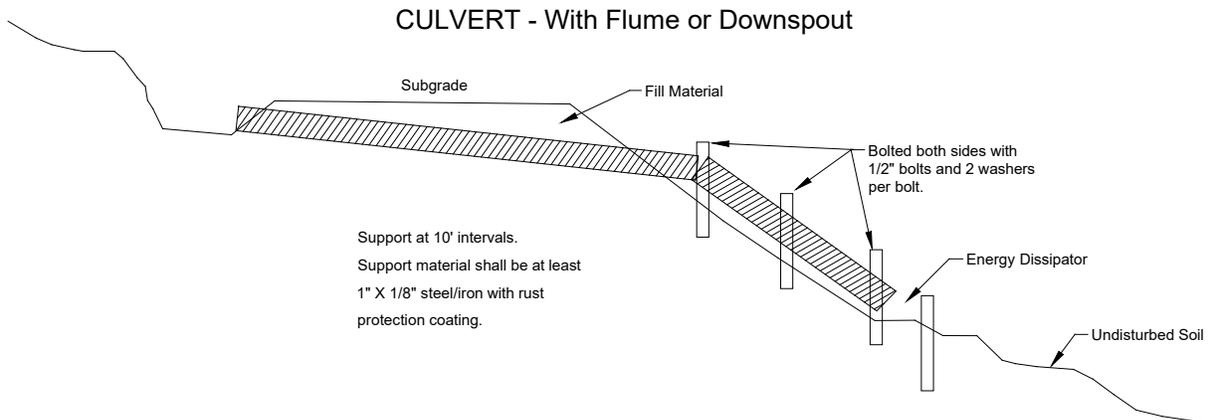
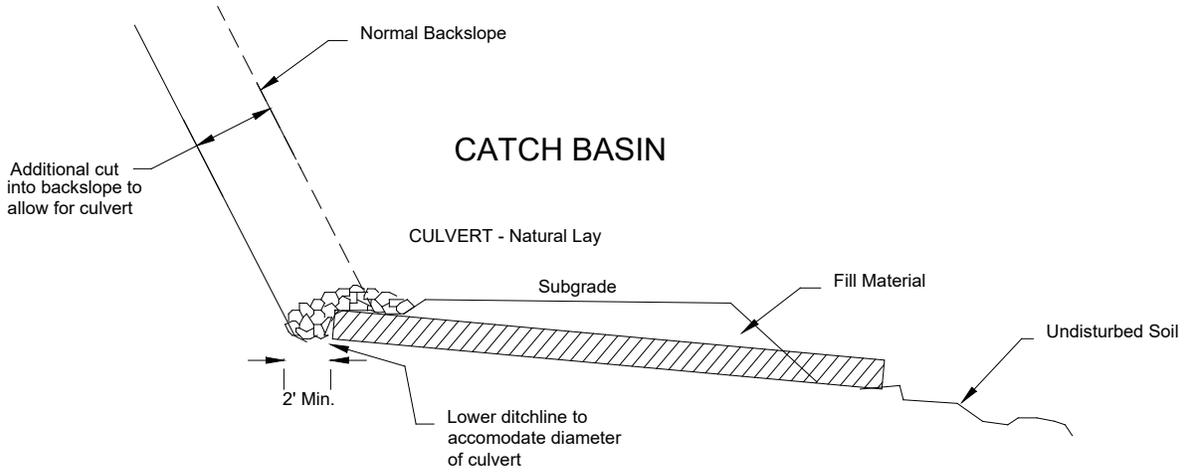
GS16 = Galvanized Steel AASHTO No. M36, 16 Gauge

AS12 = Aluminized Steel AASHTO No. M274, 12 Gauge

TEMP = Temporary Culvert

CULVERT AND DRAINAGE SPECIFICATION DETAIL

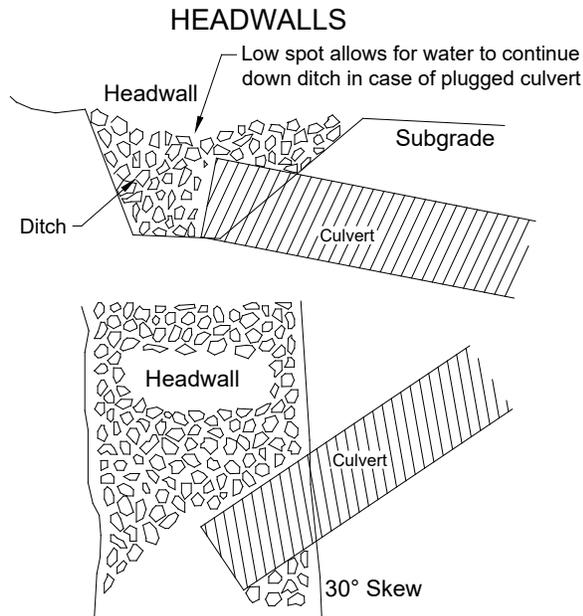
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CULVERT AND DRAINAGE SPECIFICATION DETAIL

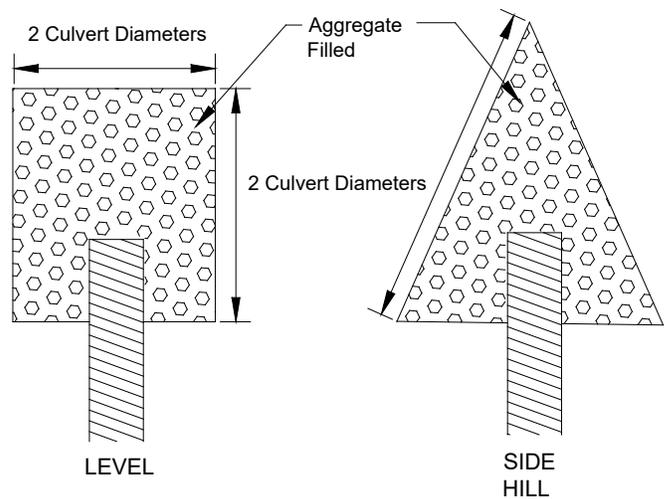
(Page 2 of 3)

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



Headwalls to be constructed of material that will resist erosion.

ENERGY DISSIPATORS



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

CULVERT AND DRAINAGE SPECIFICATION DETAIL

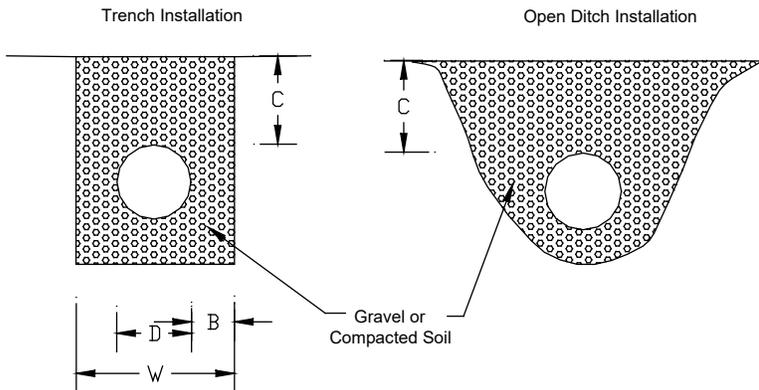
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POLYETHYLENE PIPE INSTALLATION

INSTALLATION REQUIREMENTS:

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

MINIMUM DIMENSIONS



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

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Preventative Maintenance

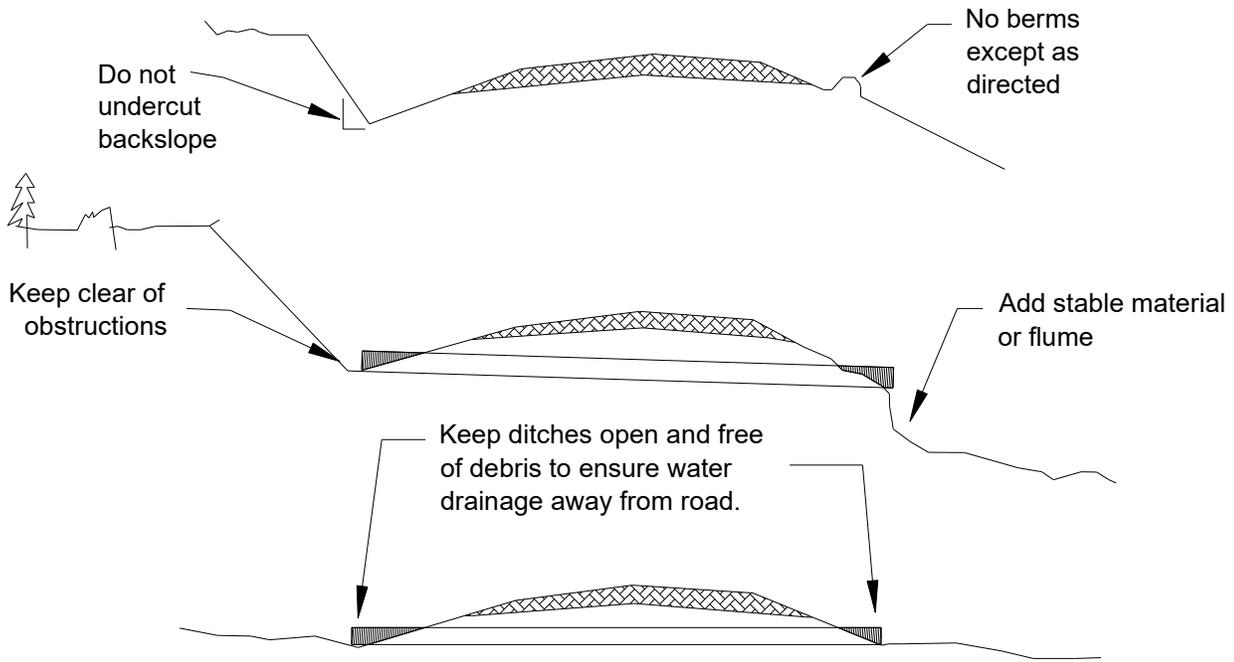
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

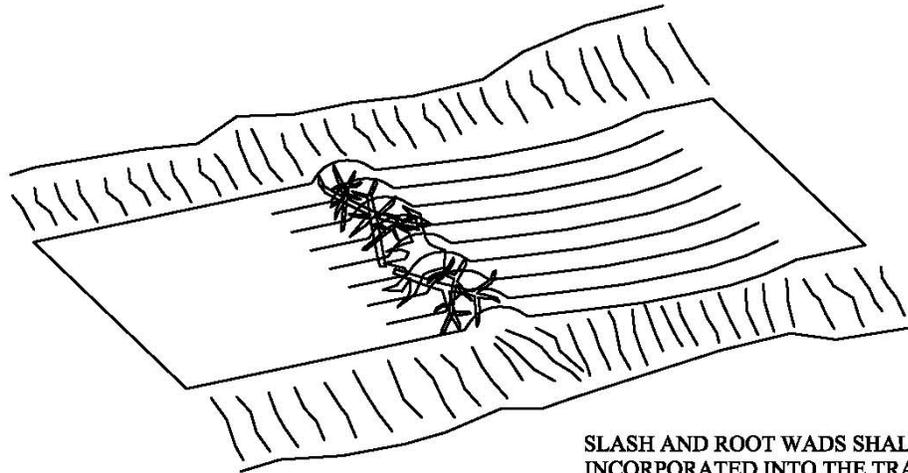
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris

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



BARRICADE DETAIL

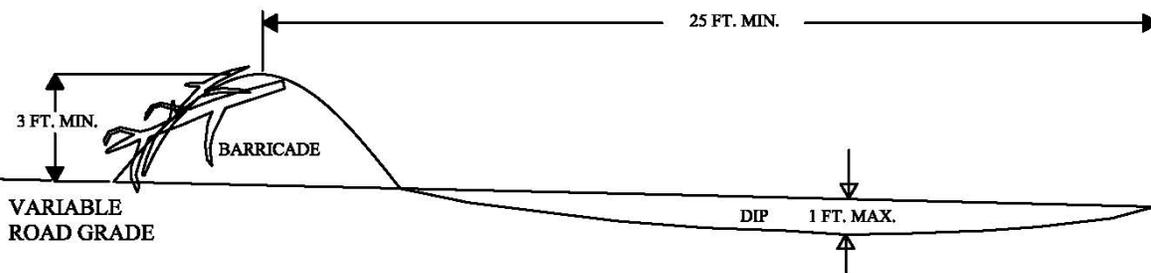


SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.

PLAN VIEW

TRAFFIC SIDE
OF BARRICADE

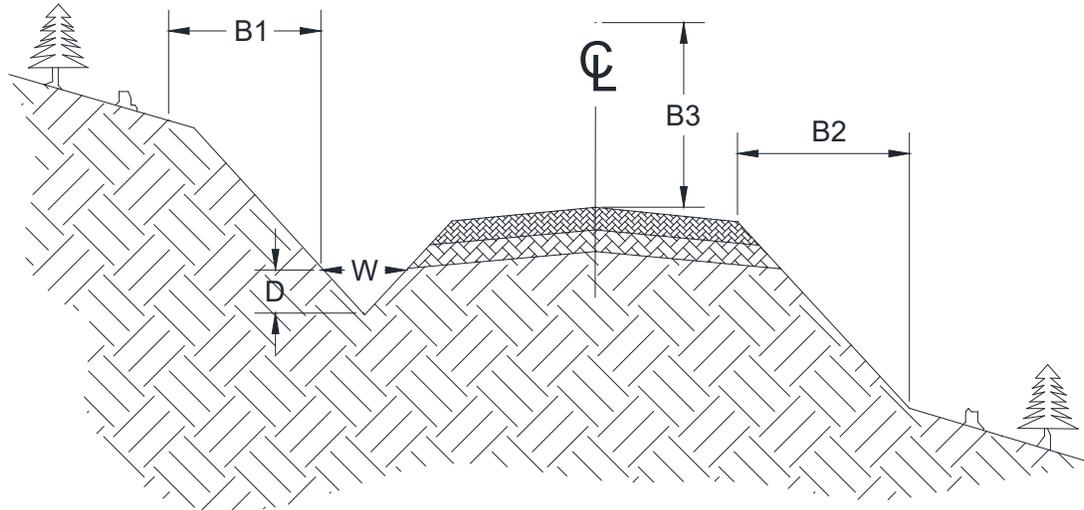
CLOSED SIDE
OF BARRICADE



BOTTOM OF DIP SHALL BE
OUTSLOPED SO AS TO DRAIN
FREELY

PROFILE VIEW

BRUSHING DETAIL
(not to scale)



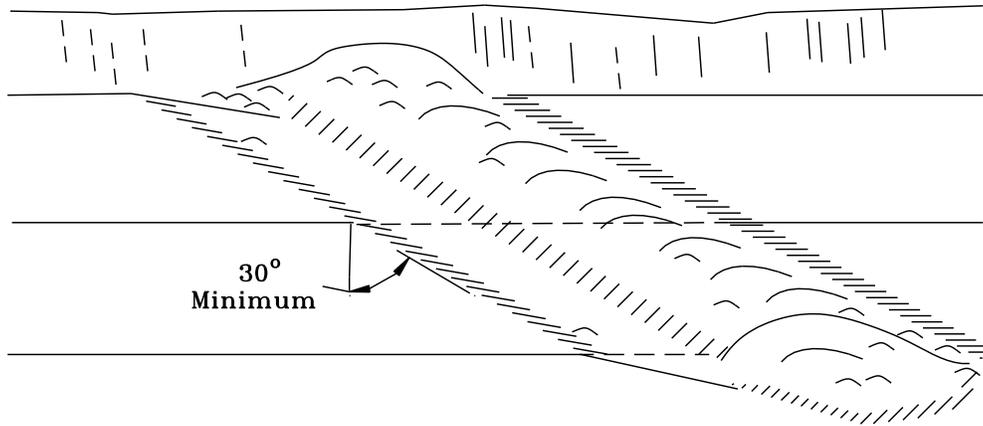
BRUSHING LIST

Road Number	From station	To station	Road Width (feet)	Ditch		Brushing Limits (feet)			Remarks <u>In addition to brushing...</u>
				Width (feet)	Depth (feet)	B1	B2	B3	
				W	D				
3000	112+33	154+87	12	2	1	10	10	14	Remove brush an extra 16 feet on the inside of curves to provide extra visibility on switchbacks and curves.
3002	0+00	10+37	12	2	1	10	10	14	
3200	0+00	95+73	12	2	1	10	10	14	
3400	28+94	37+20	12	2	1	10	10	14	

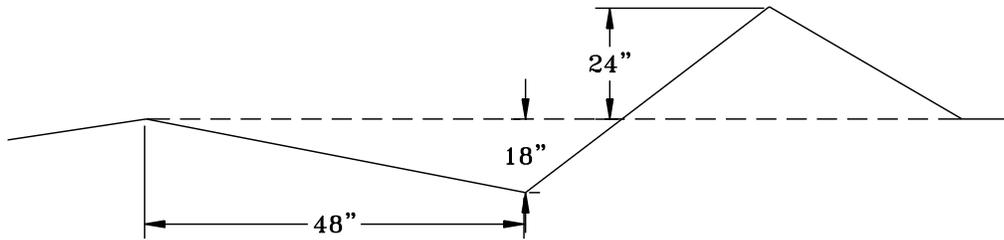
B1 extends horizontally the specified distance in feet from the back of the ditch. **B2** extends horizontally the specified distance in feet from the outside edge of the running surface. Brush is defined as all non-merchantable vegetative material found within the specified limits. Brush that is cut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

Non-Drivable Water Bar Detail

Cross Ditch



Cross Section at Centerline

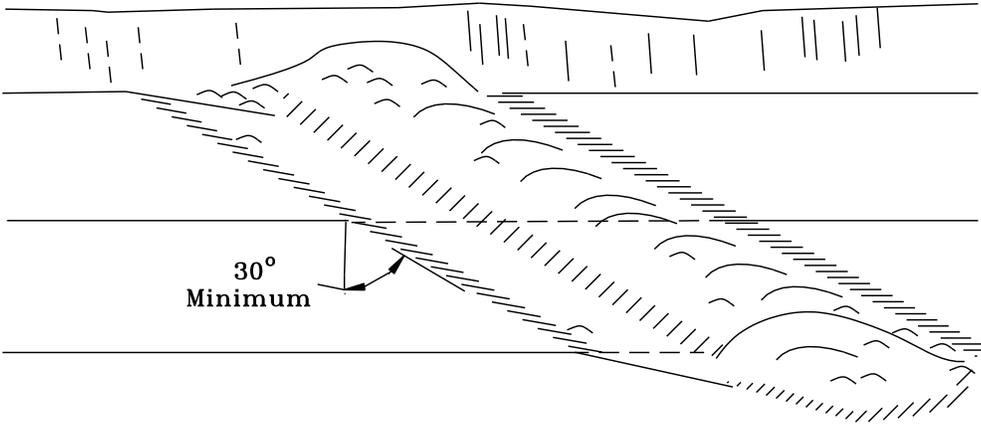


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App#
Drawn by: M.A.D.

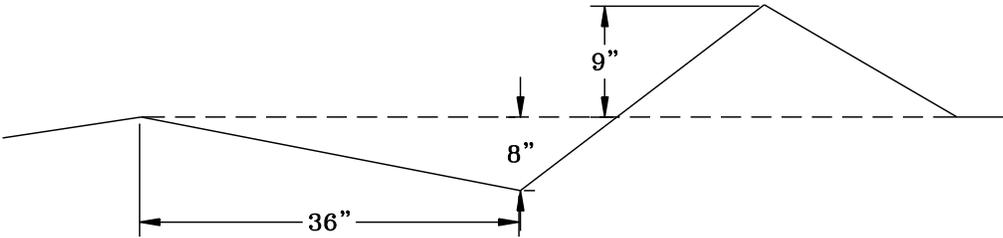
Water Bar Detail	
	WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
<small>SP6 REGION</small>	

Drivable Water Bar Detail

Cross Ditch

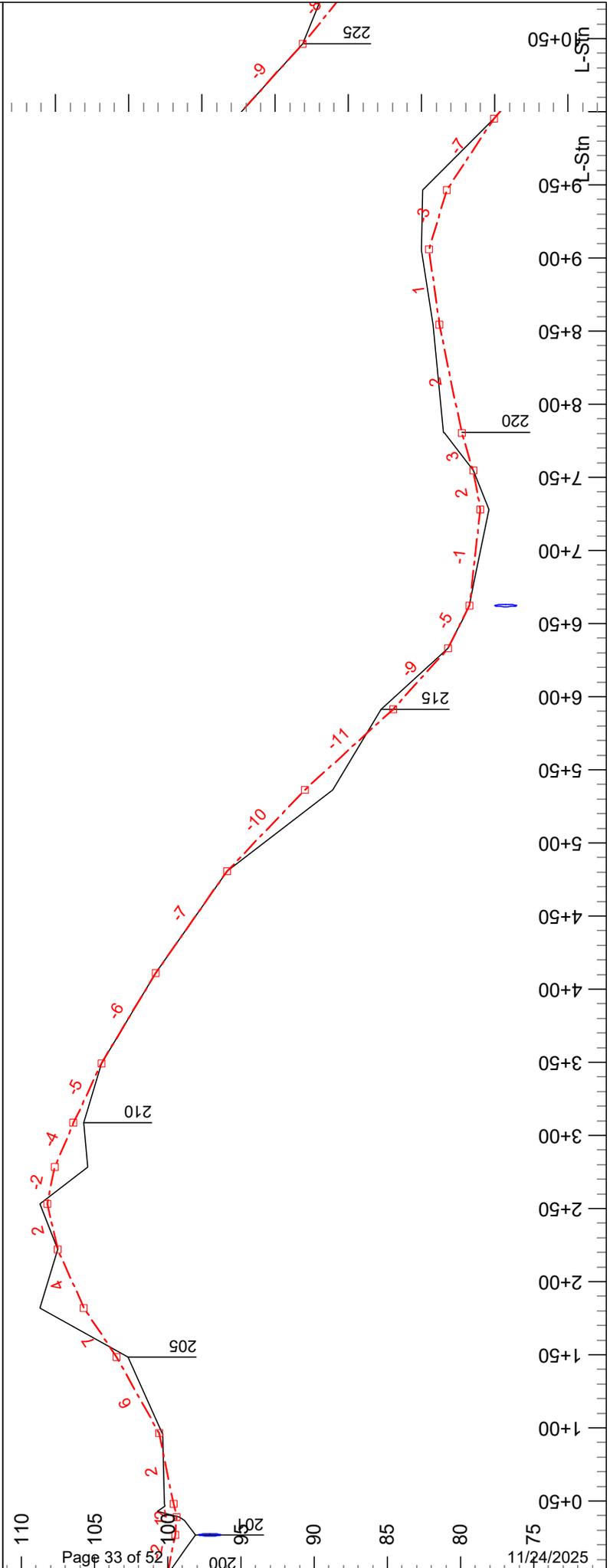
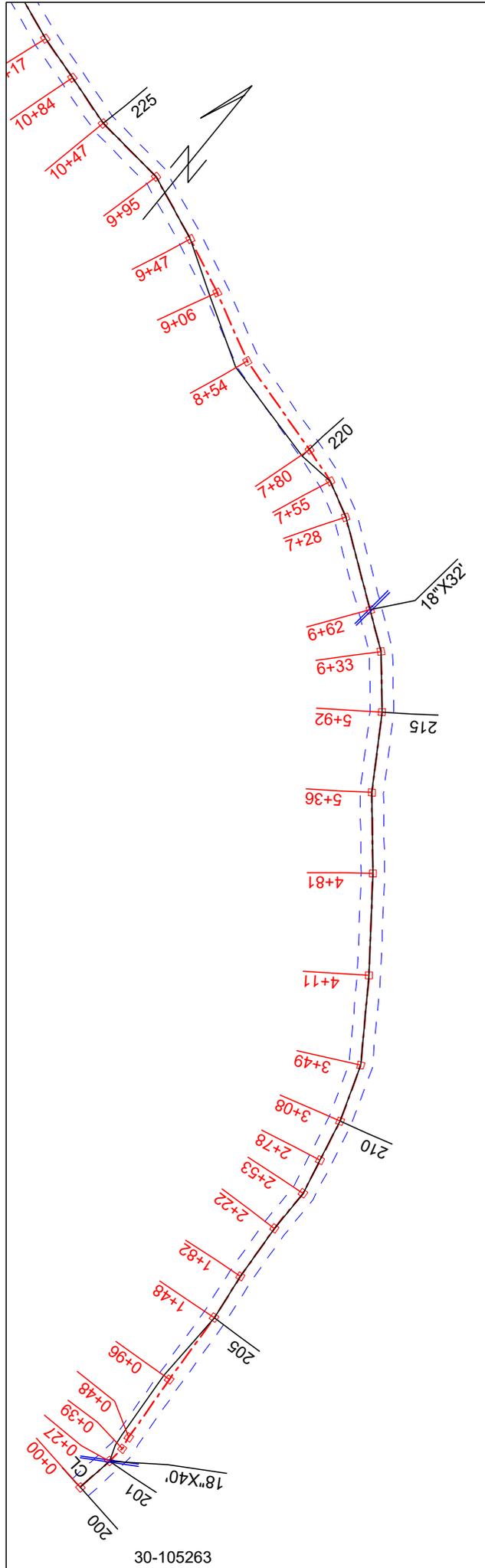


Cross Section at Centerline



Date:
Scale : None
App#
Drawn by: M.A.D.

Water Bar Detail	
	WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
<small>SPS 880009</small>	



30-105263

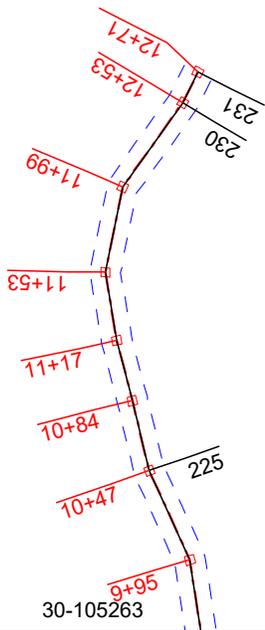
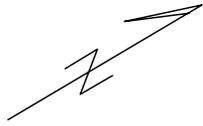
Page 33 of 35

Engineer: Heymann
24/09/04

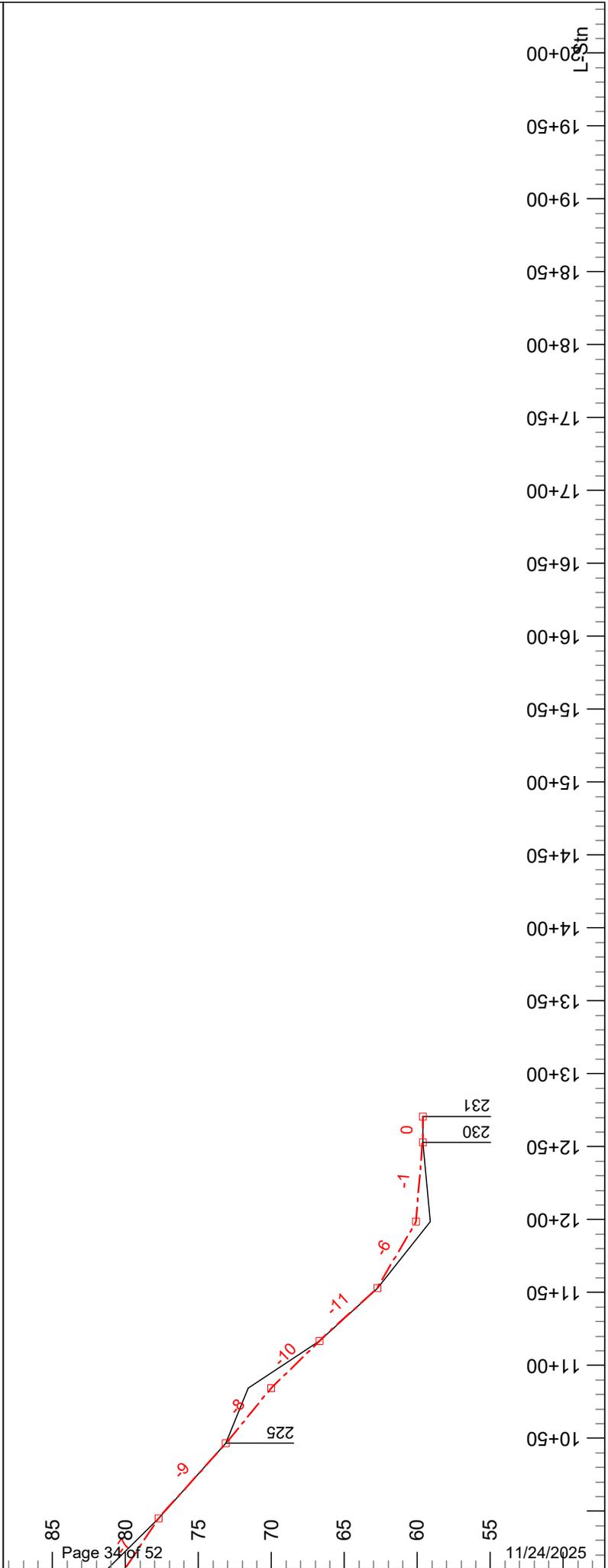
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Profile Horz Scale 1:1200

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
WASHINGTON STATE DEPARTMENT OF

Hold On Timber Sale
Spur 1
Contract #: 30-105263



30-105263



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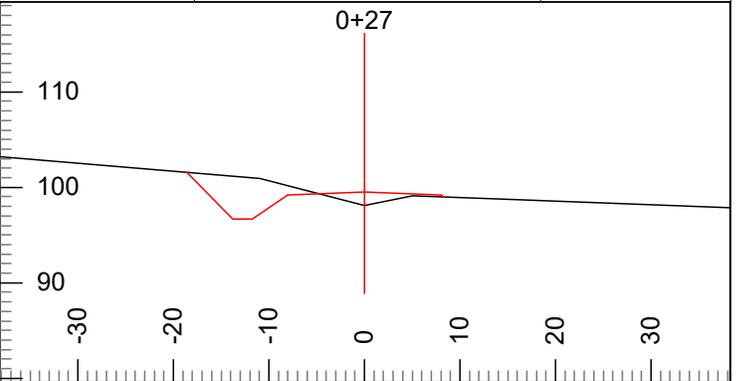
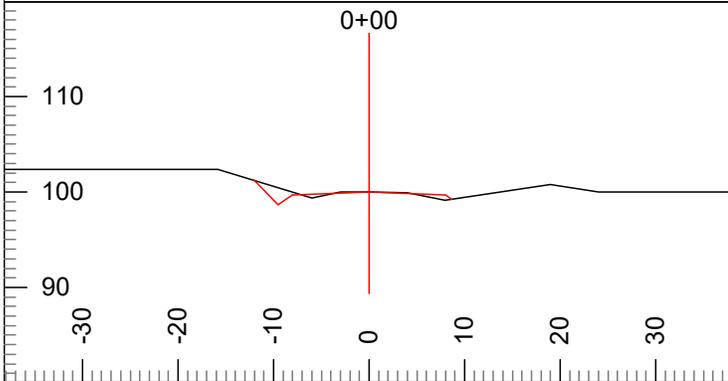
11/24/2025

Engineer: Heymann
24/09/04

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Profile Horz Scale 1:1200

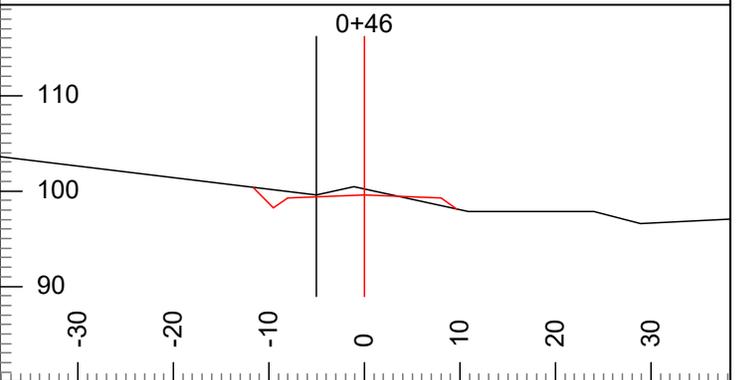
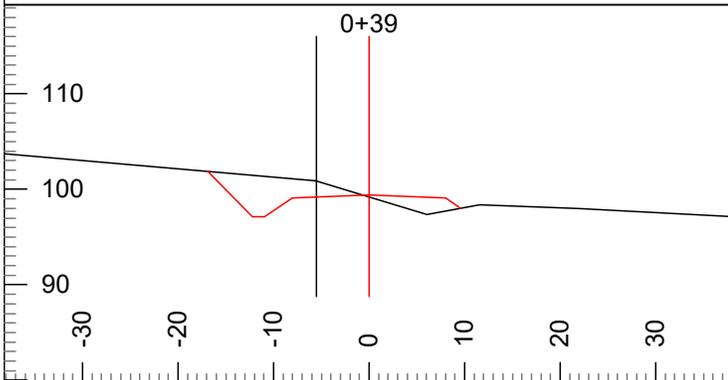


Hold On Timber Sale
Spur 1
Contract #: 30-105263



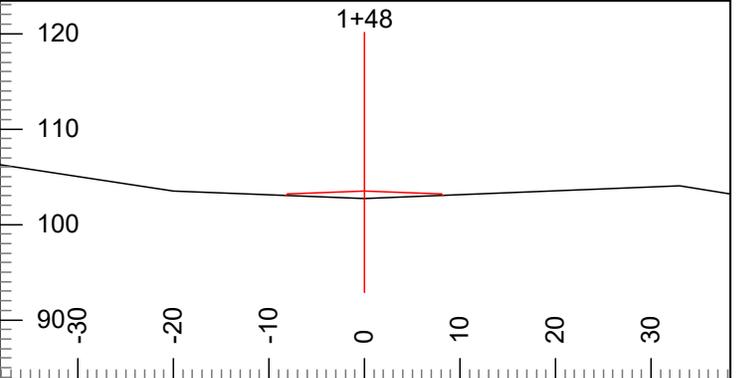
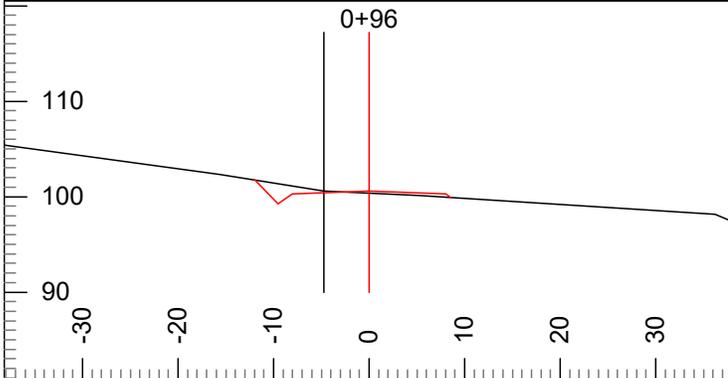
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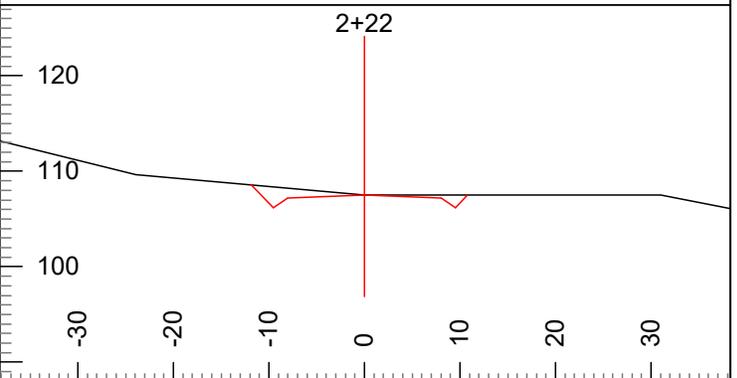
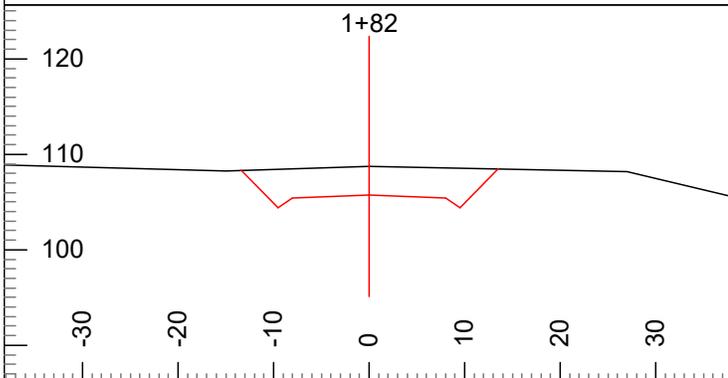
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 Cut Dp: 1 H. Offset: 5 Index: 203



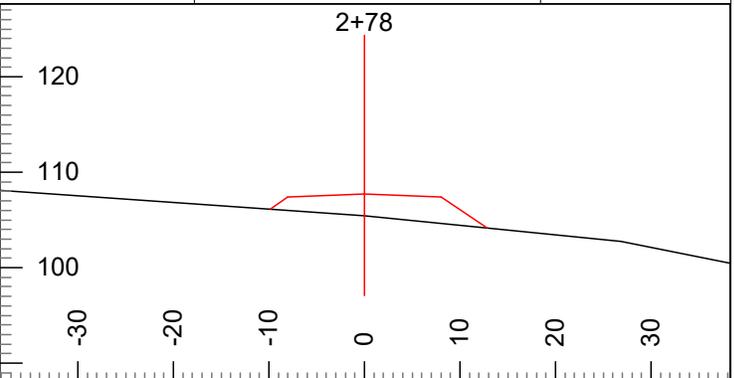
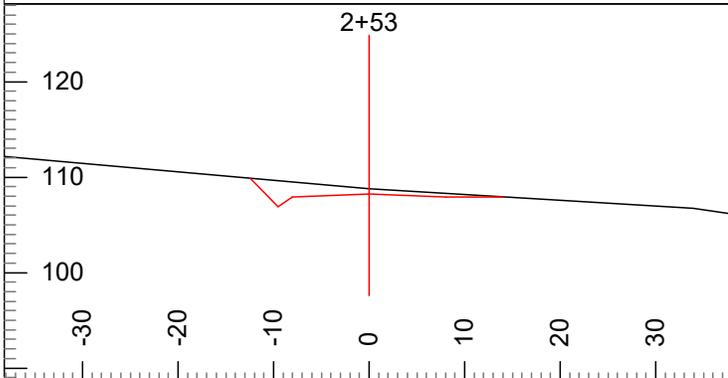
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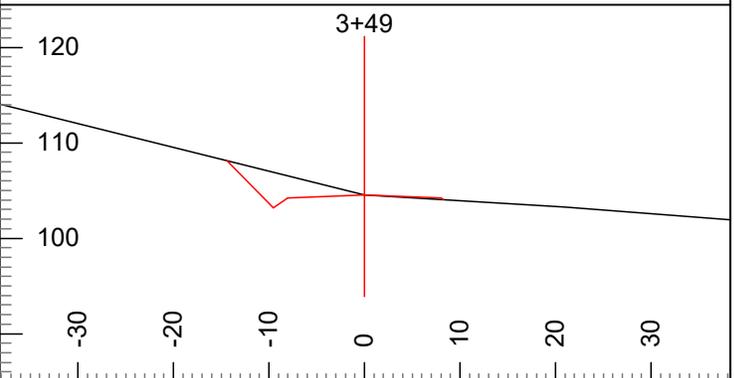
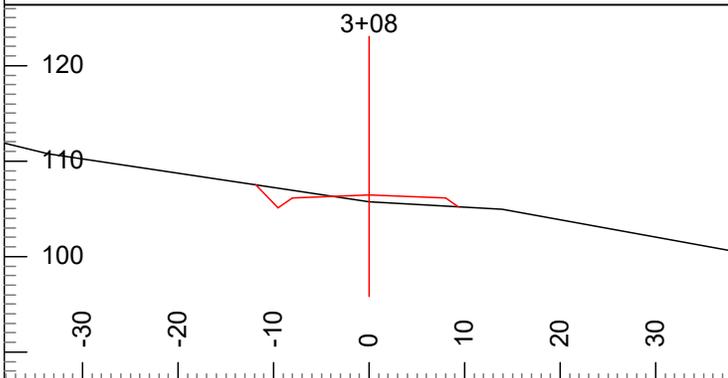
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P-Stn : 2+23 V.Offset: 0 CL Elev: 108
 Cut Dp: 0 H. Offset: 0 Index: 207



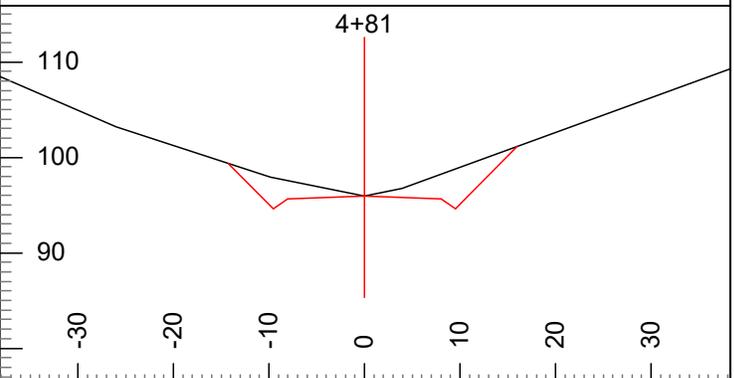
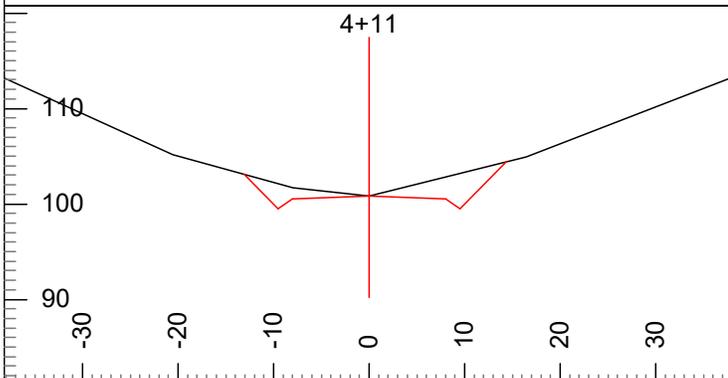
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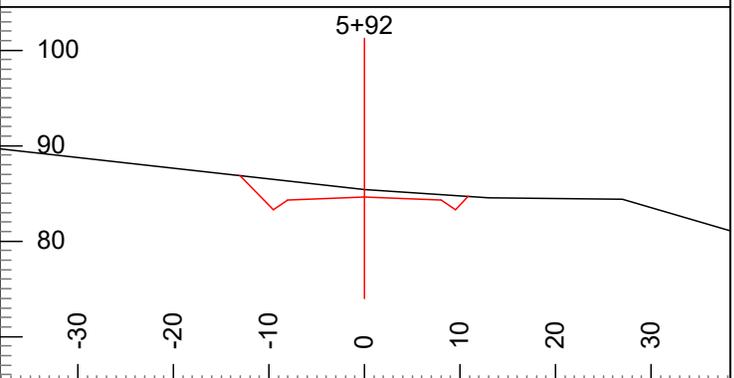
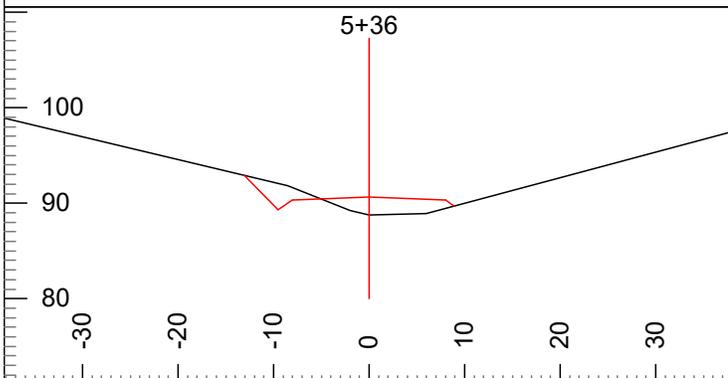
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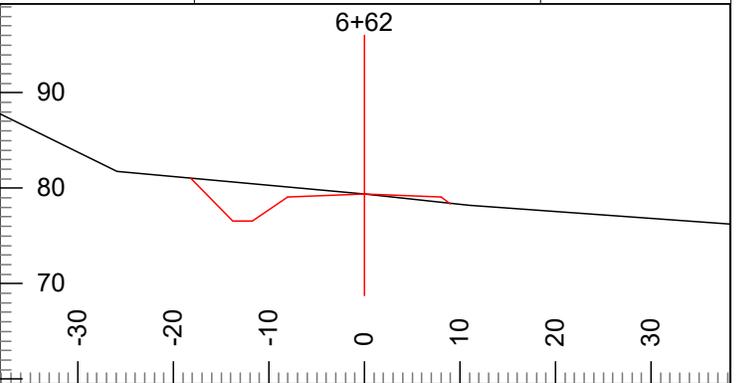
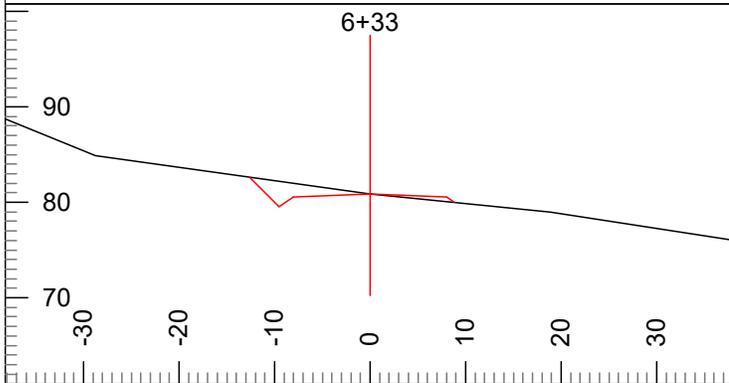
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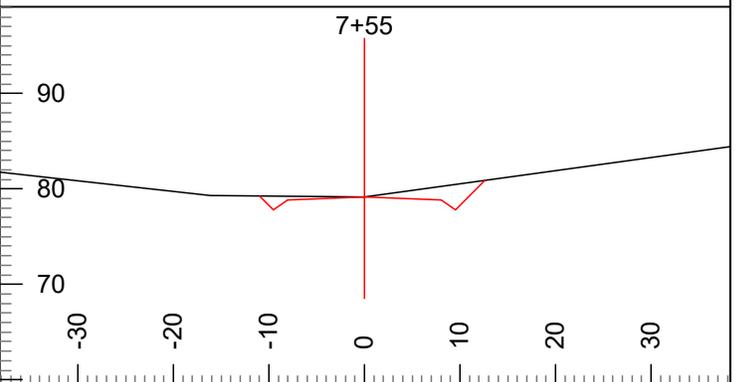
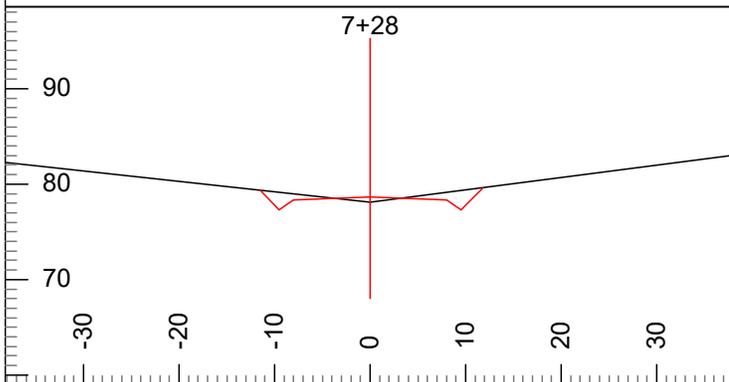
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P-Stn : 5+92 V.Offset: -1 CL Elev: 85
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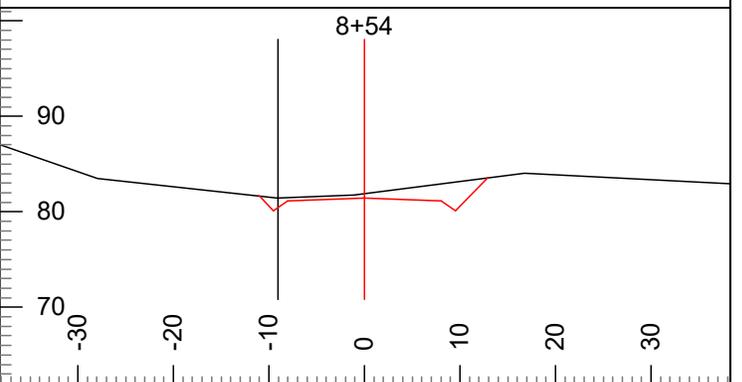
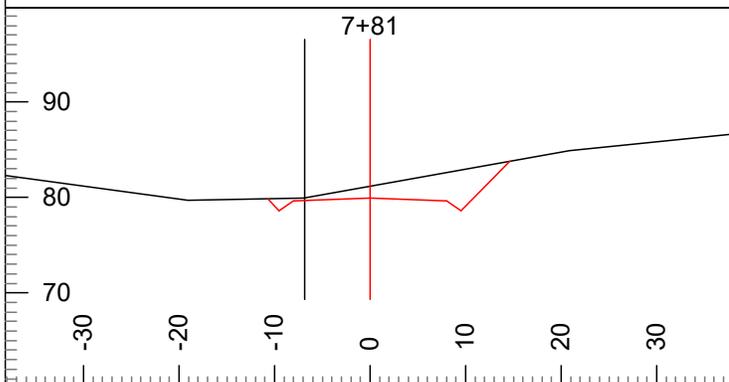
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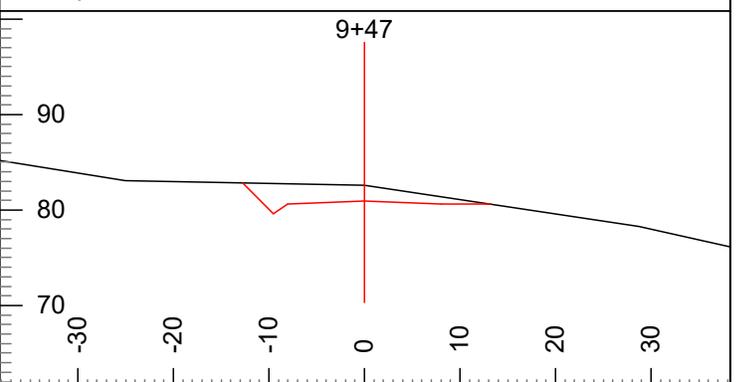
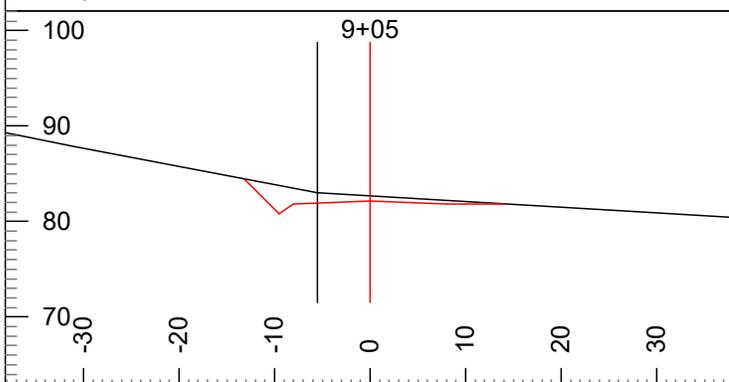
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P-Stn : 7+55 V.Offset: 0 CL Elev: 79
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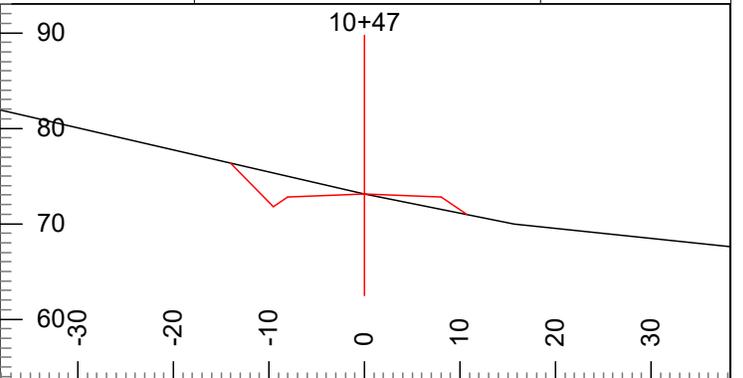
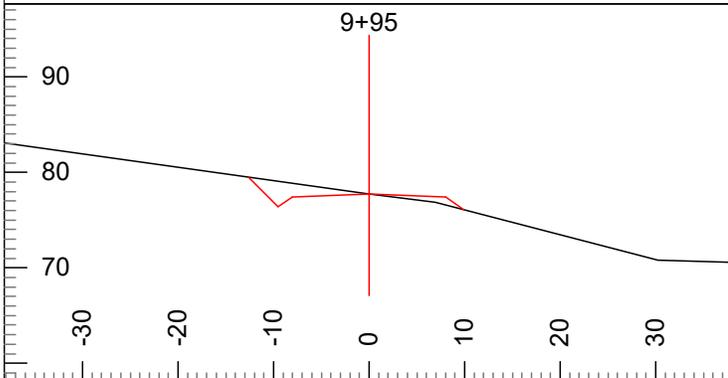
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P-Stn : 8+57 V.Offset: 0 CL Elev: 81
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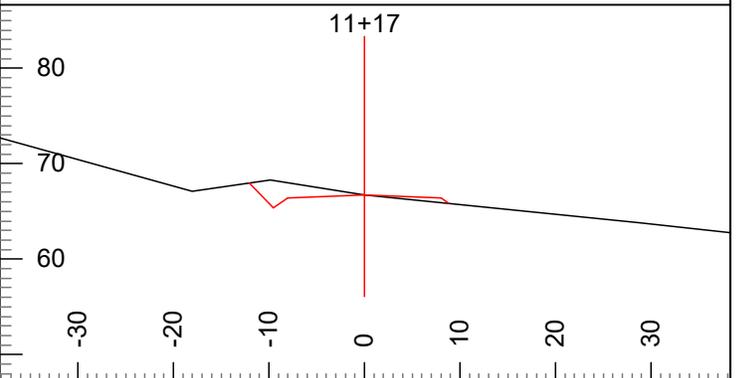
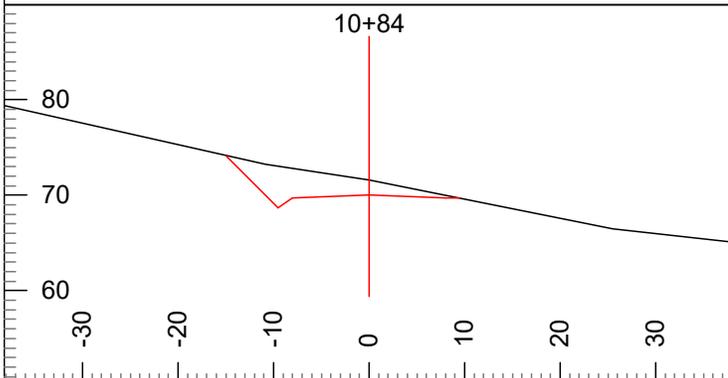
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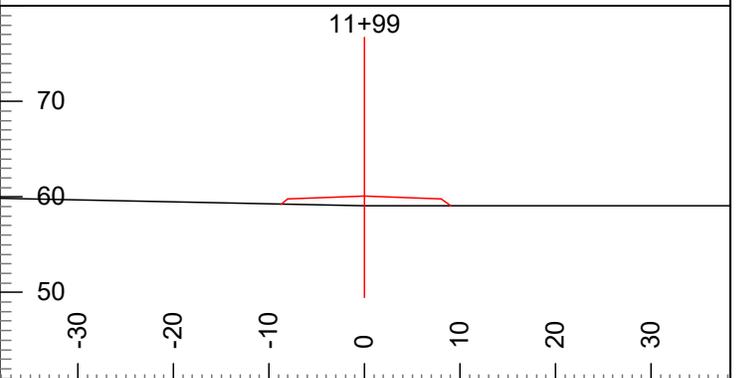
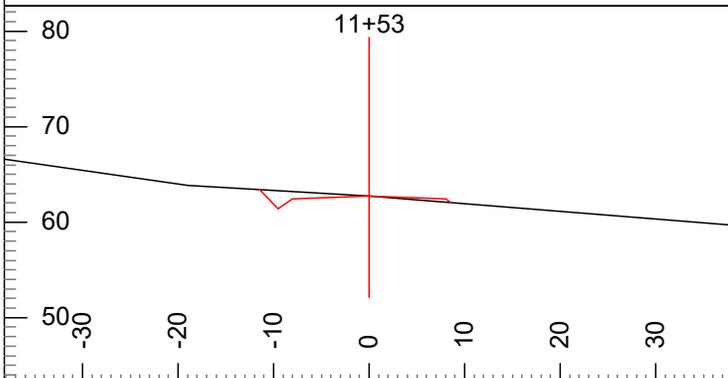
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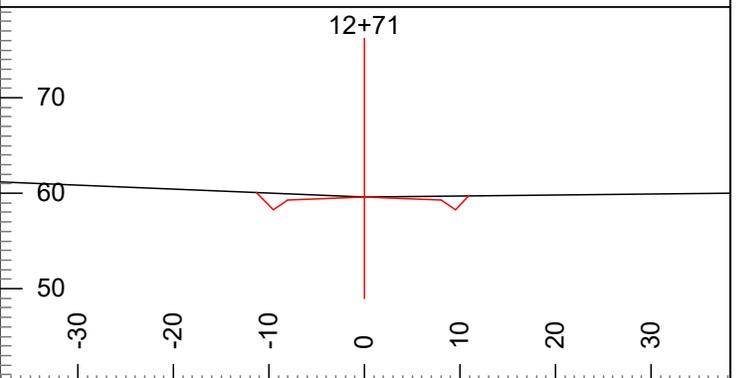
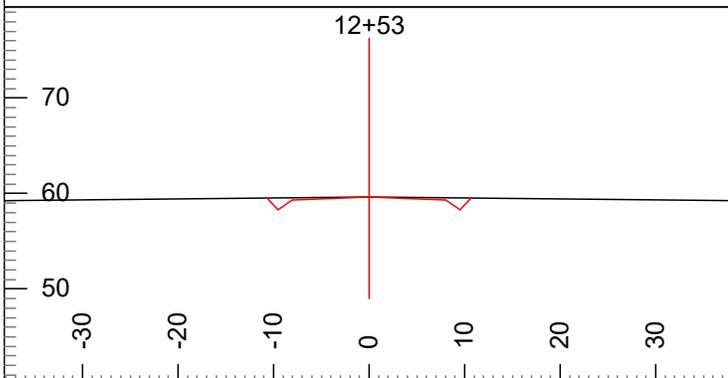
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P-Stn : 11+20 V.Offset: 0 CL Elev: 67
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P-Stn : 11+56 V.Offset: 0 CL Elev: 63
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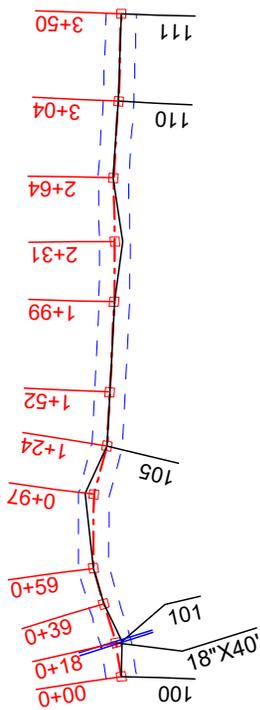


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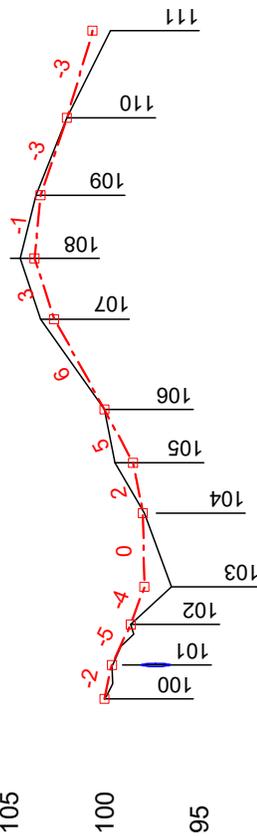
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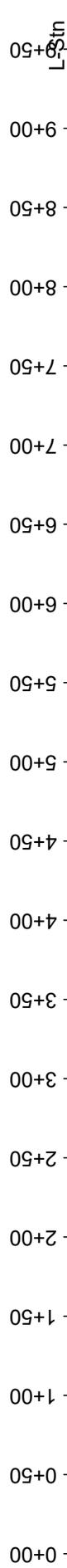
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Hold On Timber Sale
 Spur 2
 Contract #: 30-105263



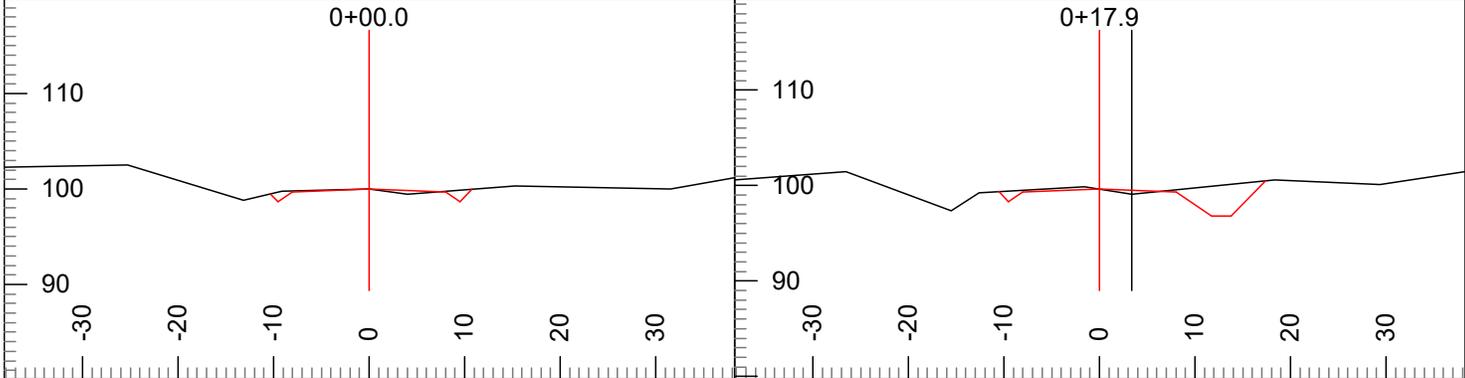
WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

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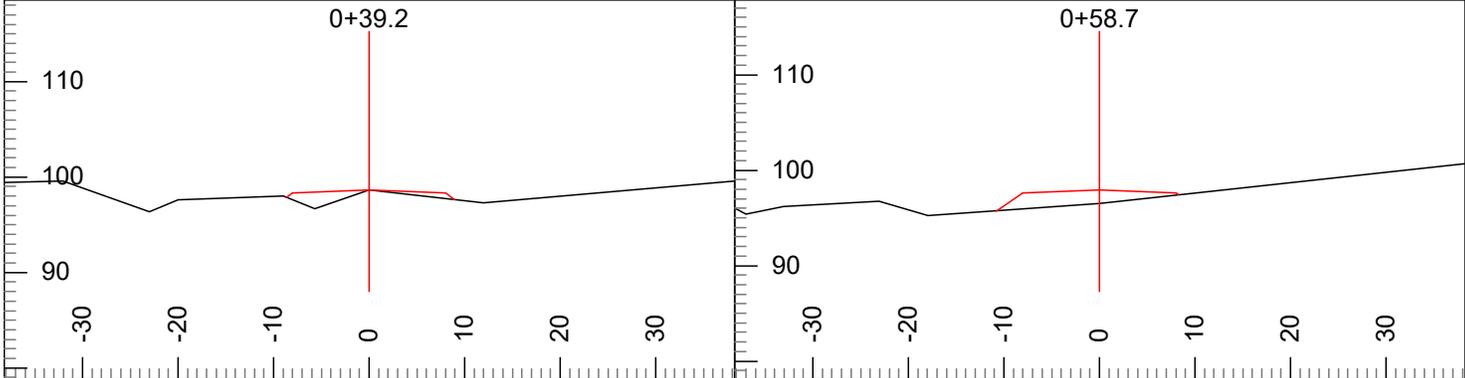
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24/09/04

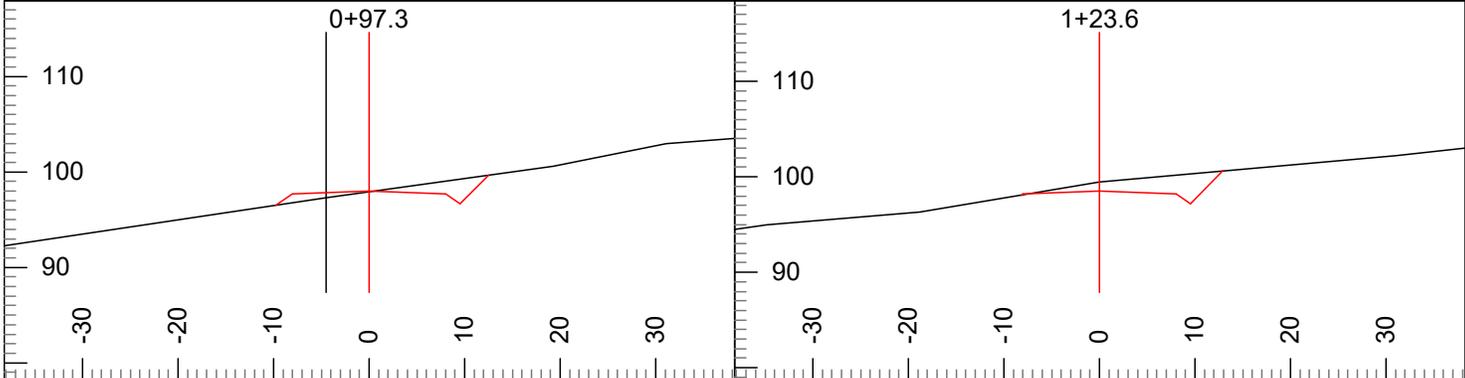
Page 1 of 1



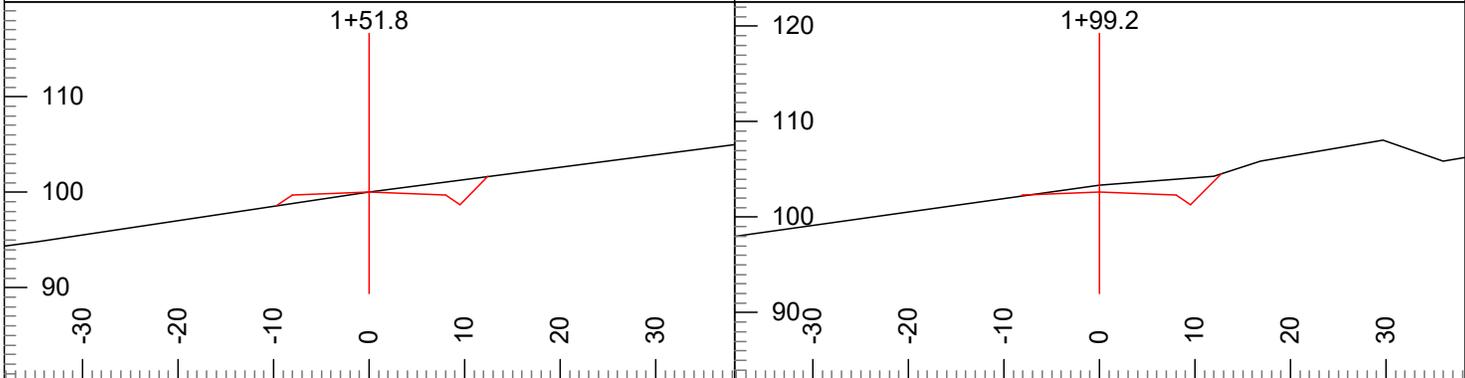
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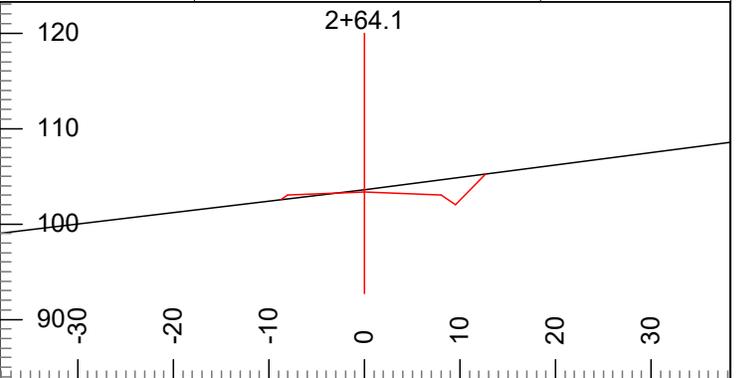
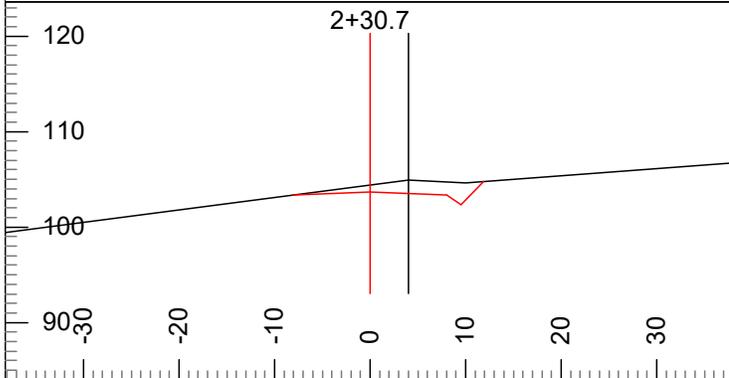
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P-Stn : 0+99.3 V.Offset: 0.7 CL Elev: 98.0	P-Stn : 1+26.5 V.Offset: -0.9 CL Elev: 98.5
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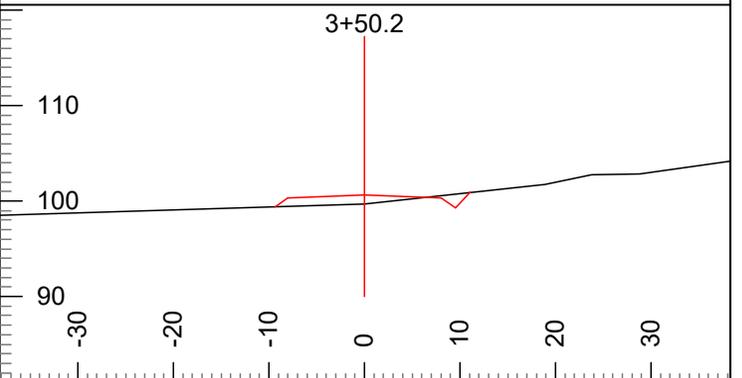
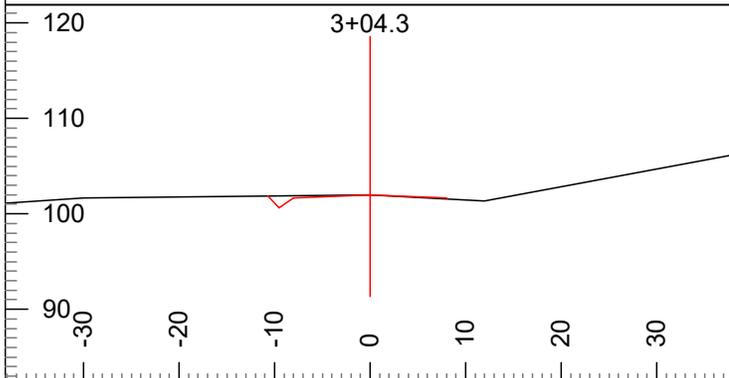


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P-Stn : 2+33.9 V.Offset: -1.3 CL Elev: 103.7
 Cut Dp: 0.7 H. Offset: -4.0 Index: 108

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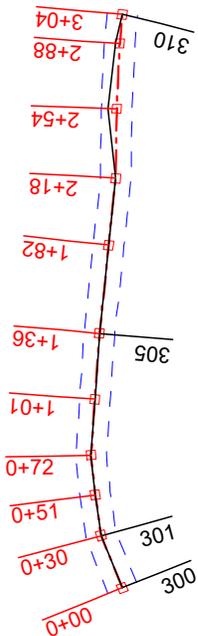


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P-Stn : 3+53.7 V.Offset: 0.9 CL Elev: 100.6
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110

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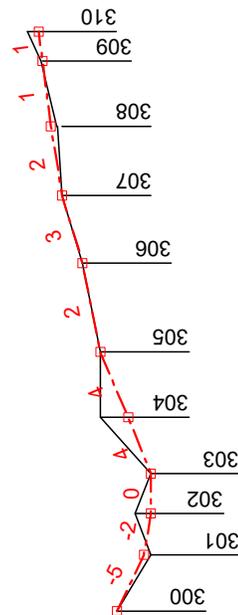
100

95

90

85

11/24/2025



0+00

0+50

1+00

1+50

2+00

2+50

3+00

3+50

4+00

4+50

5+00

5+50

6+00

6+50

7+00

7+50

8+00

8+50

9+00

9+50

L-Stn

Hold On Timber Sale
 Spur 3
 Contract #: 30-105263



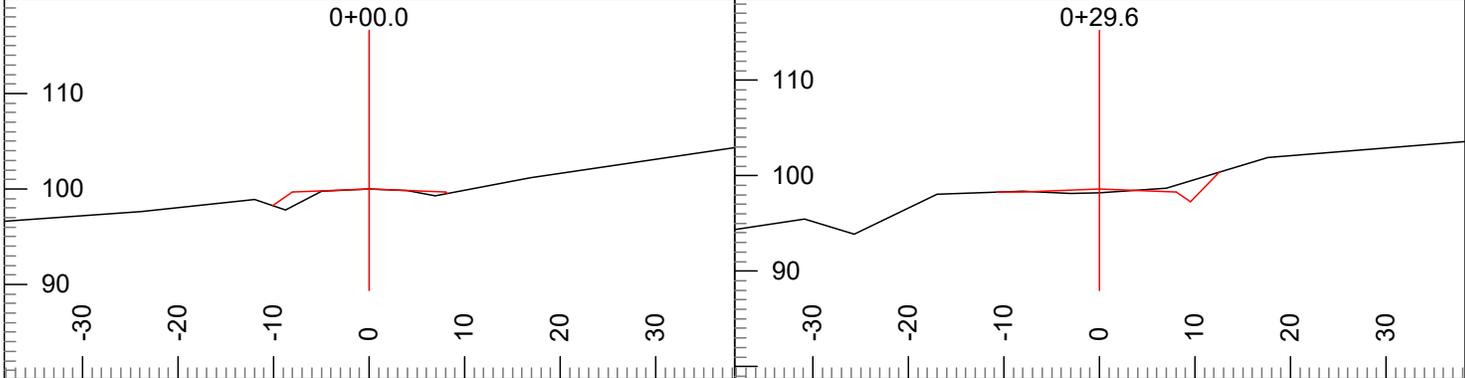
WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

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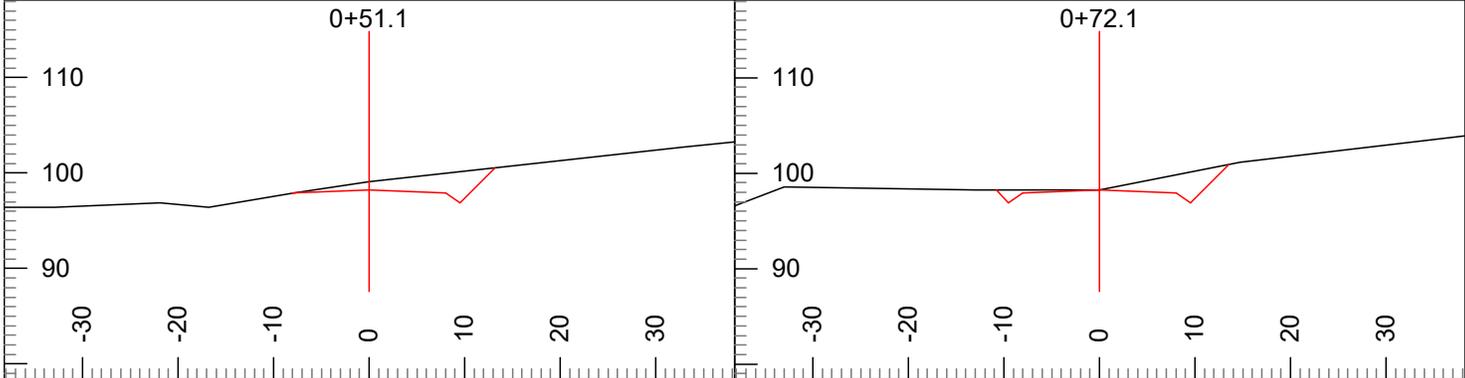
Engineer: Heymann

24/09/04

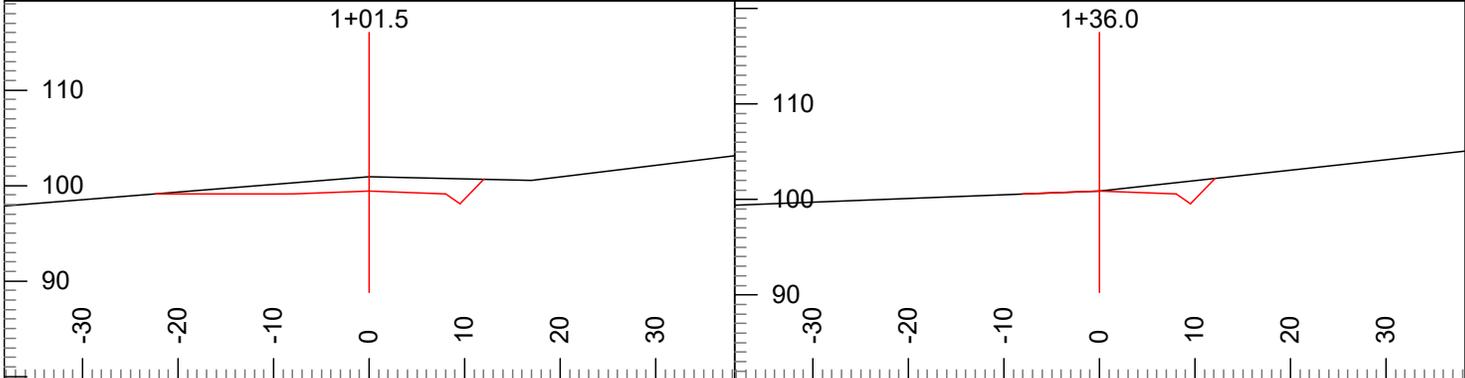
Page 1 of 1



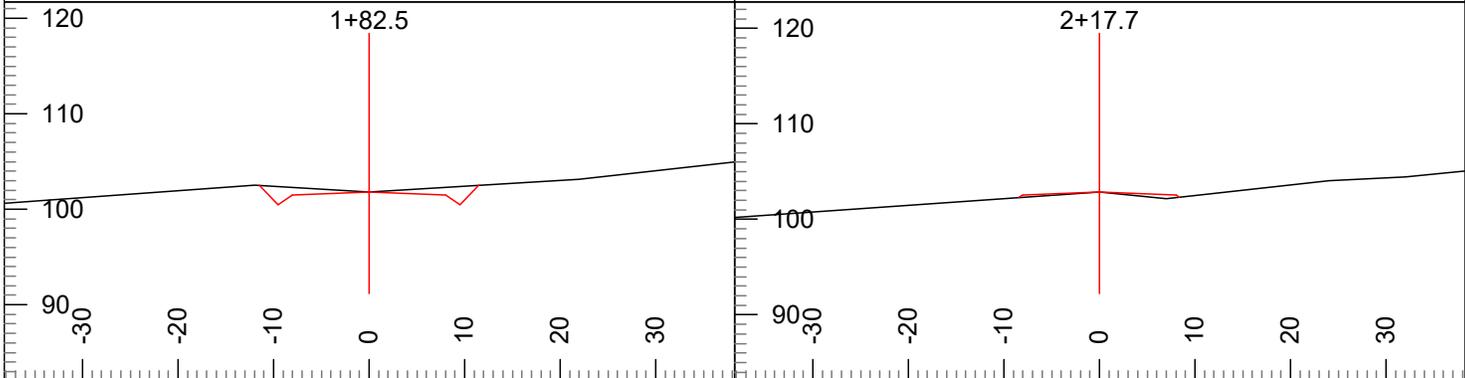
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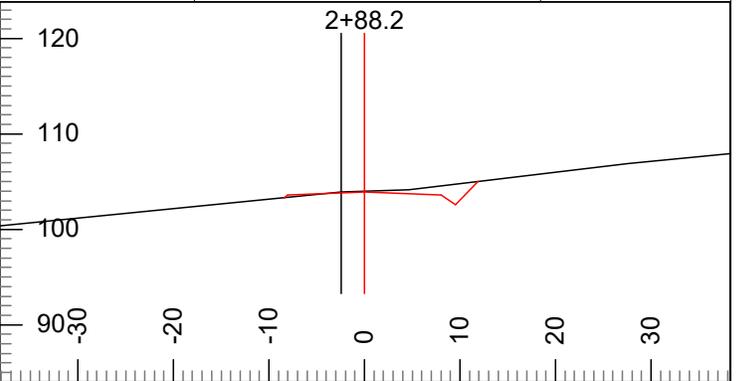
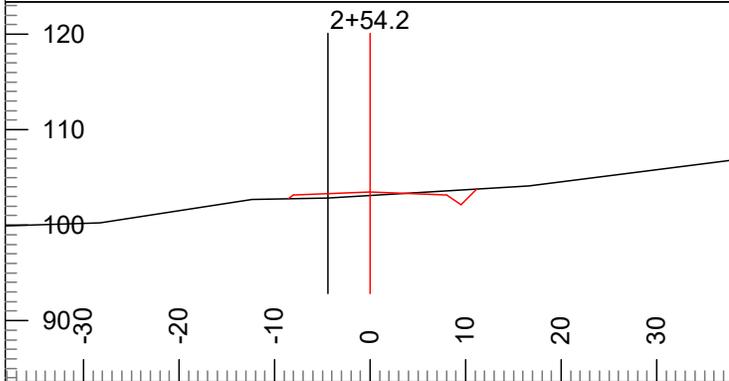
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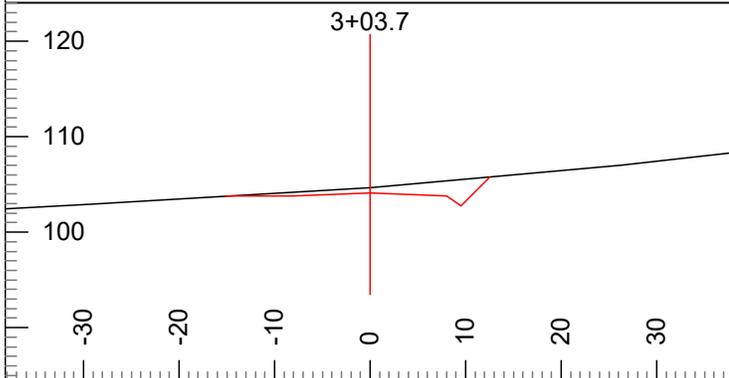


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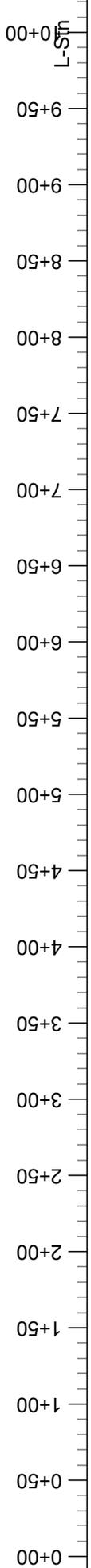
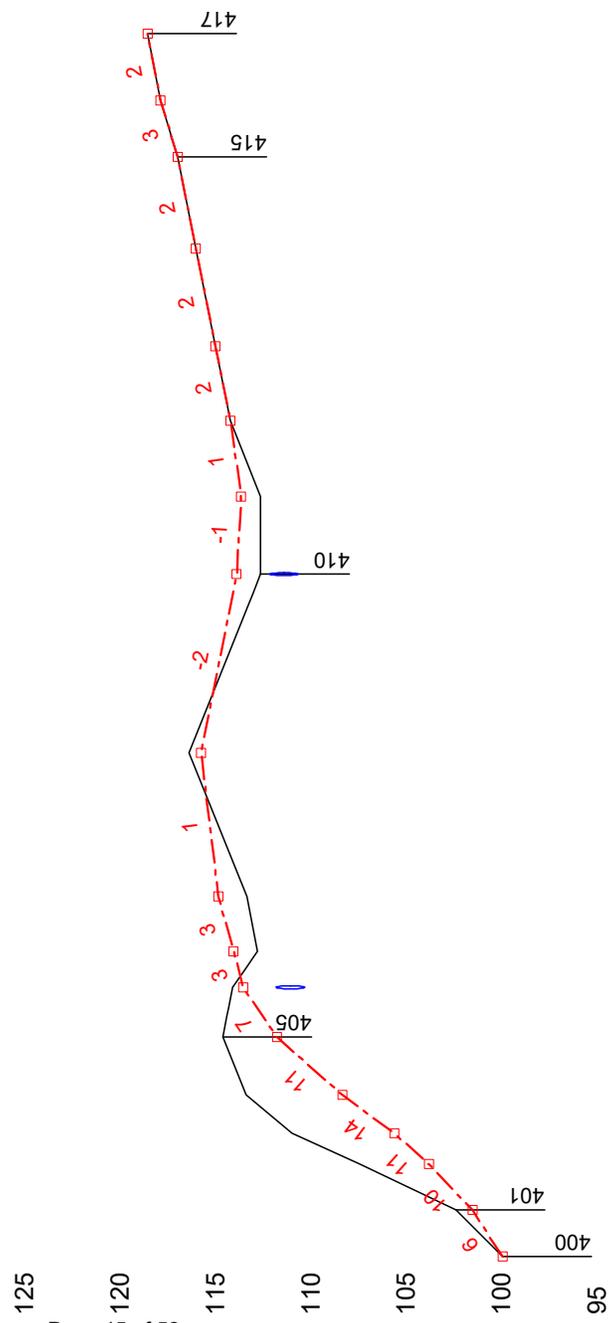
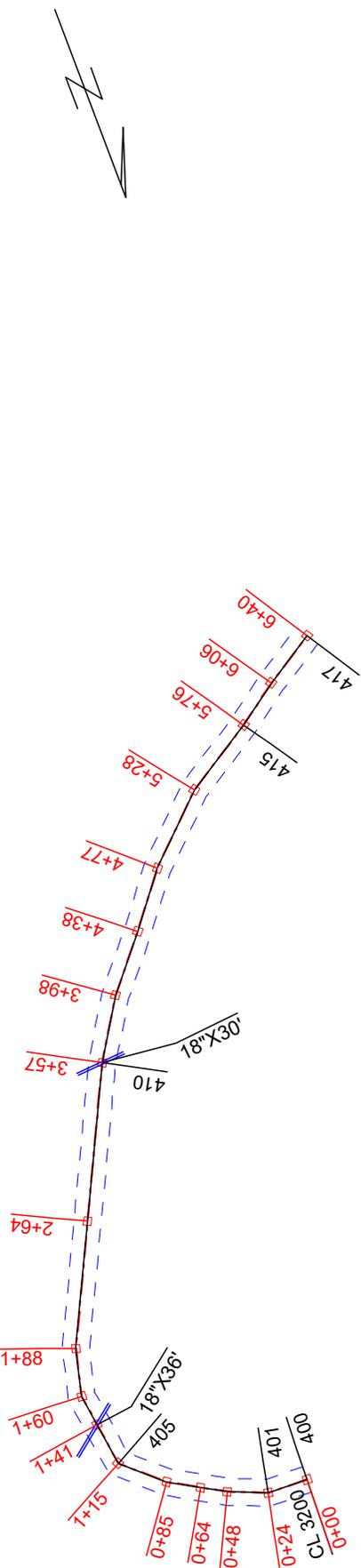


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P-Stn : 2+89.0 V.Offset: 0.0 CL Elev: 103.9
Cut Dp: 0.1 H. Offset: 2.4 Index: 309



P-Stn : 3+04.4 V.Offset: -0.6 CL Elev: 104.1
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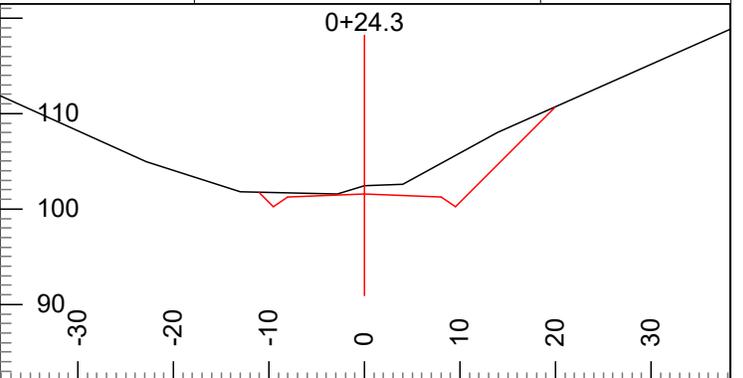
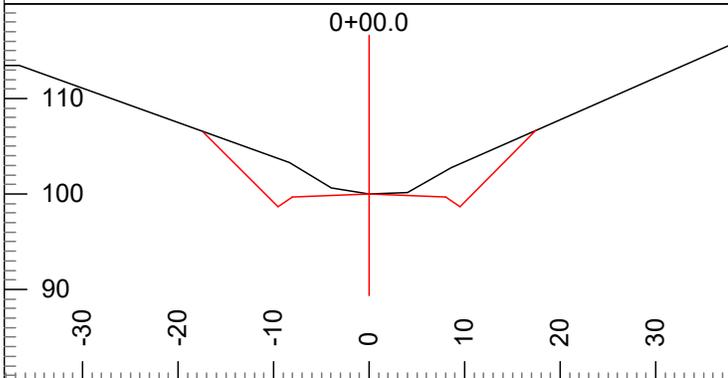


Hold On Timber Sale
 Spur 4
 Contract #: 30-105263



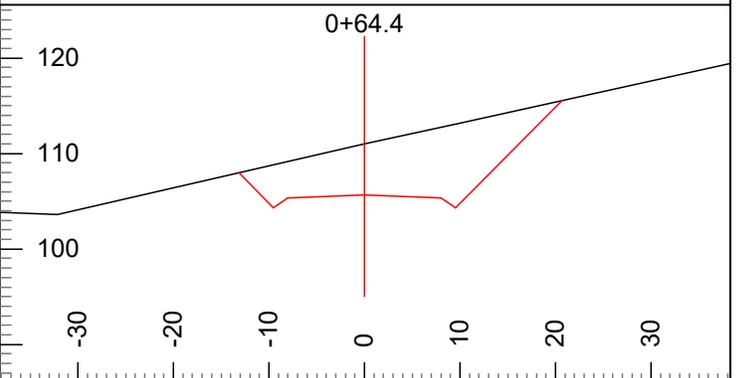
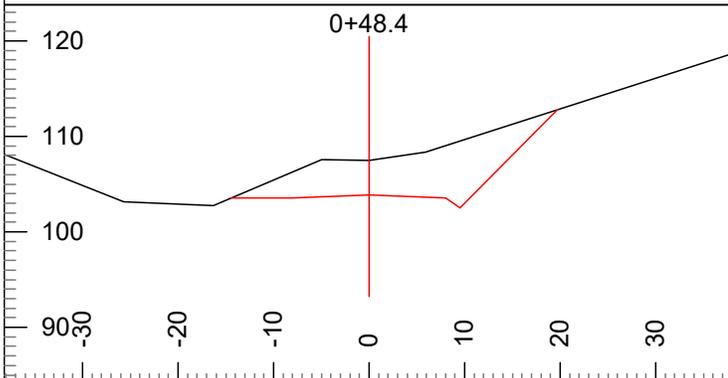
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 Profile Horz Scale 1:1200

Engineer: Heymann
 24/09/04



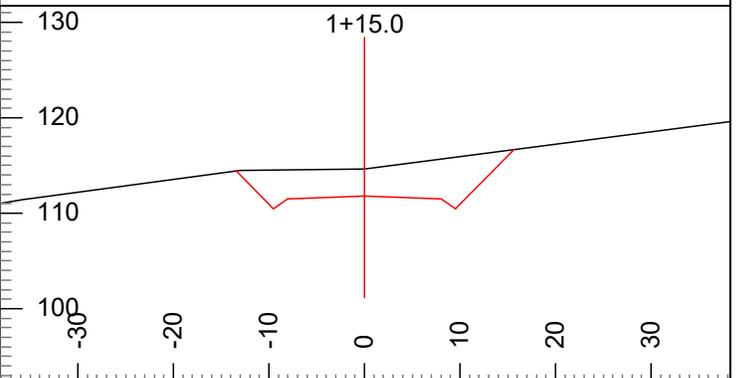
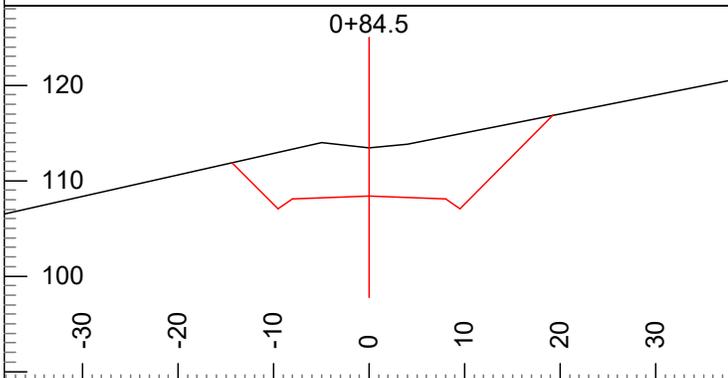
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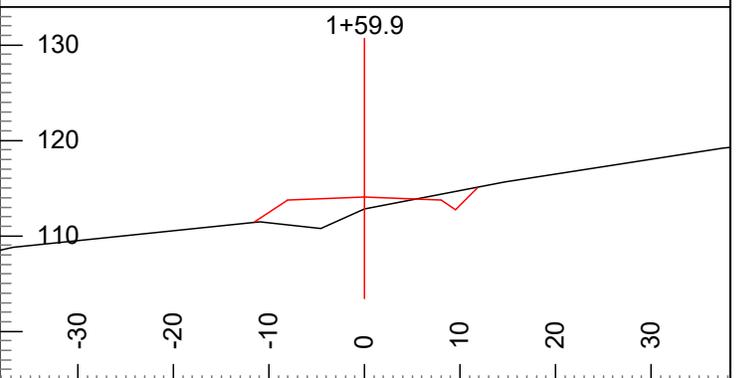
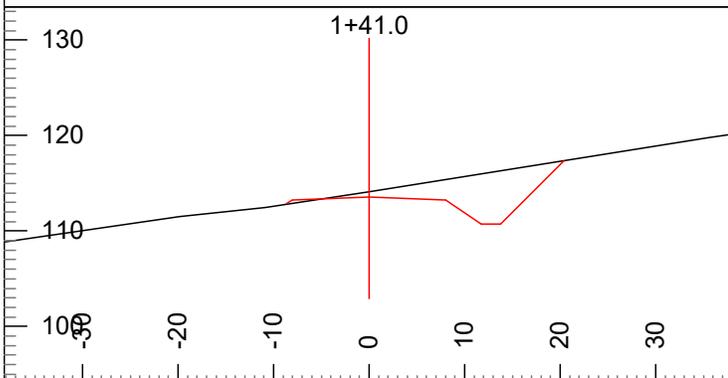
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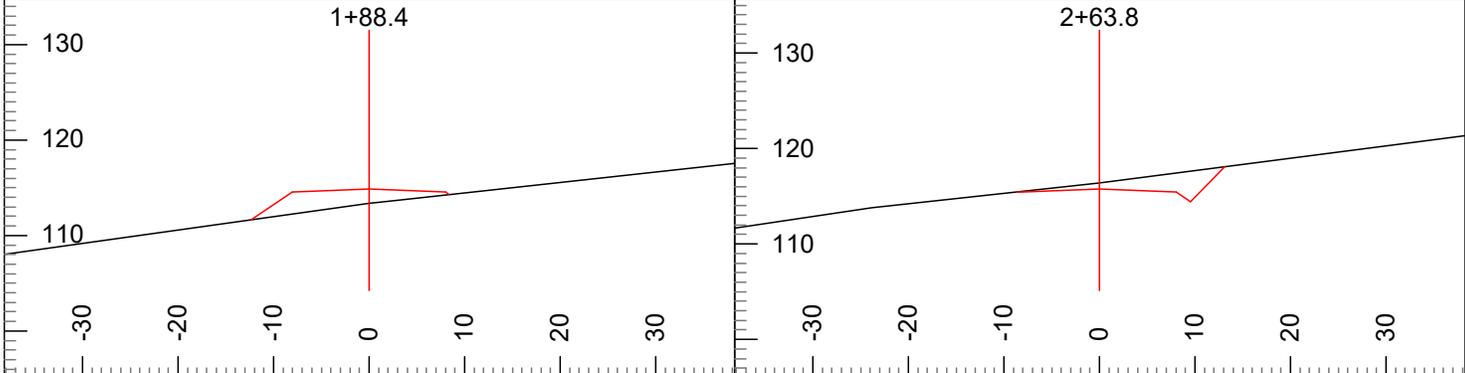
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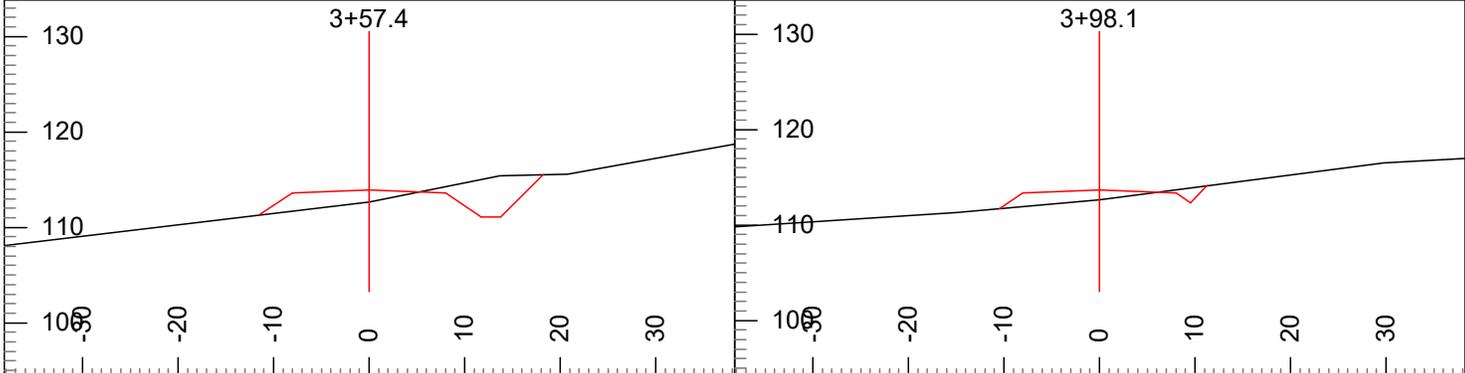


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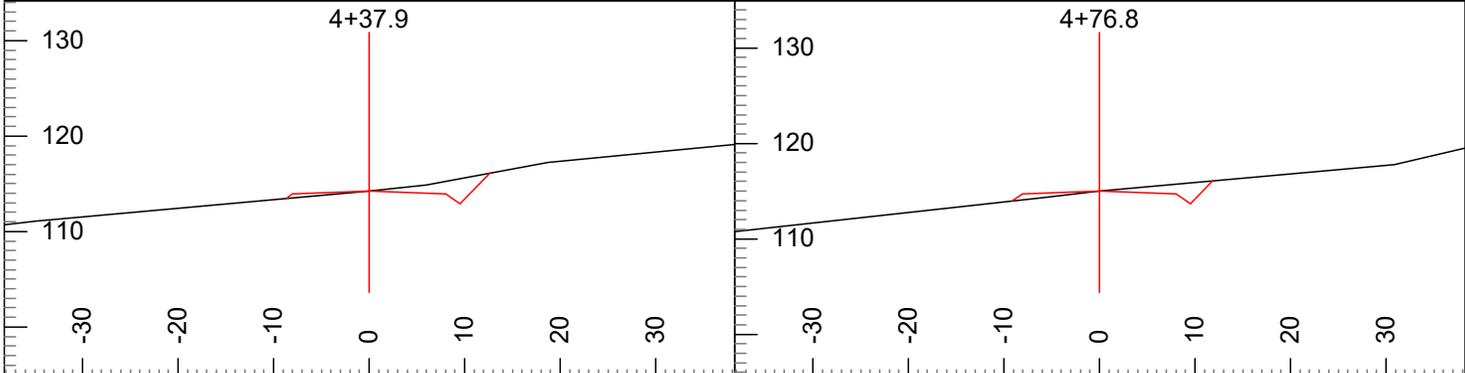
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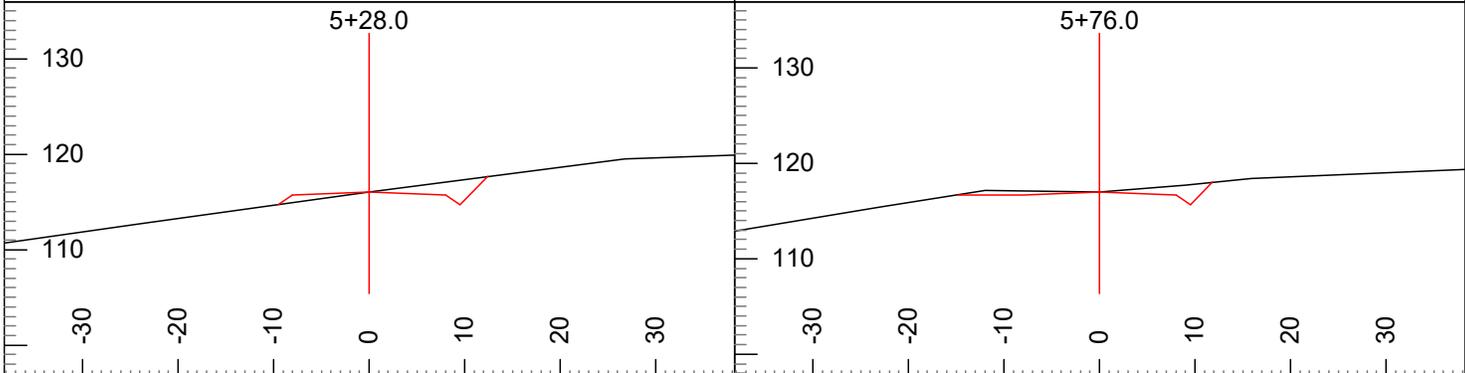
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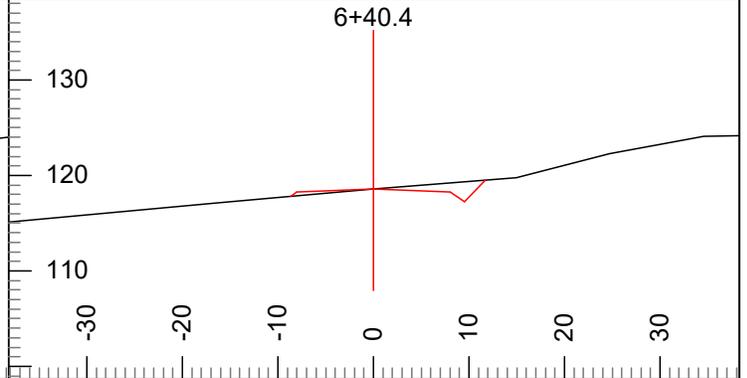
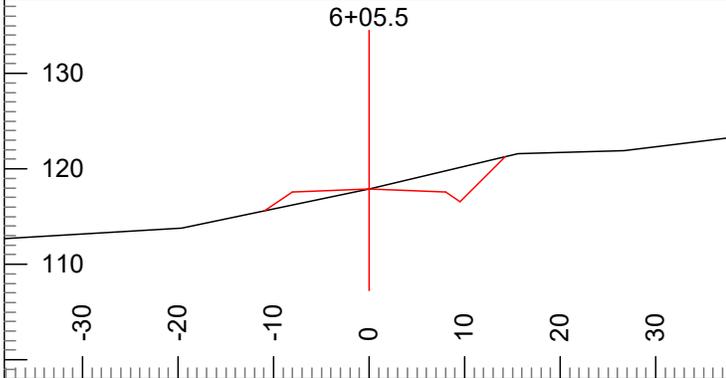
P-Stn :	3+57.4	V.Offset:	1.3	CL Elev:	113.9	P-Stn :	3+98.1	V.Offset:	1.0	CL Elev:	113.7
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P-Stn :	4+37.9	V.Offset:	0.0	CL Elev:	114.2	P-Stn :	4+76.8	V.Offset:	0.0	CL Elev:	115.0
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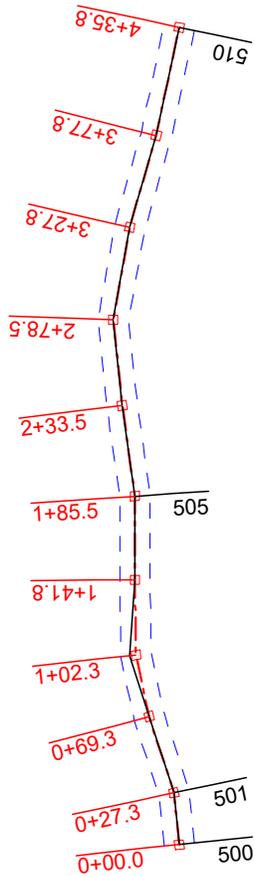


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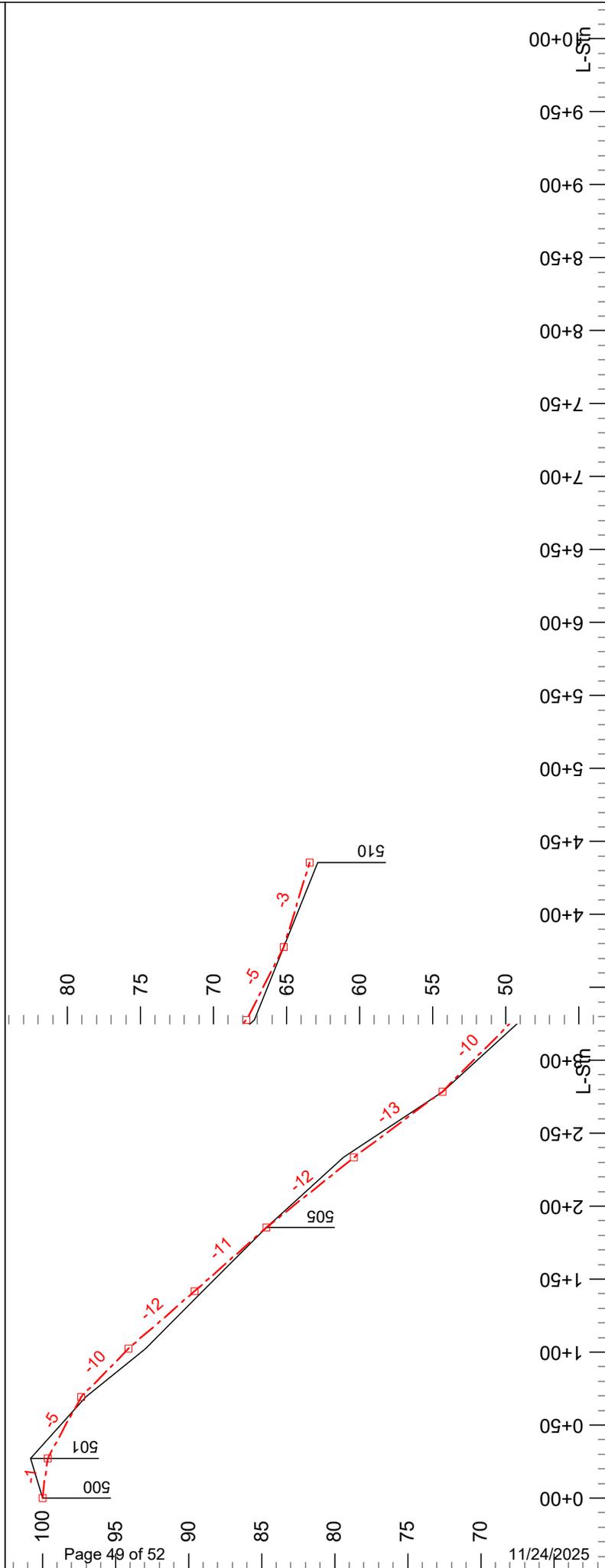


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P-Stn : 6+40.4 V.Offset: 0.0 CL Elev: 118.6
Cut Dp: 0.0 H. Offset: 0.0 Index: 417



30-105263



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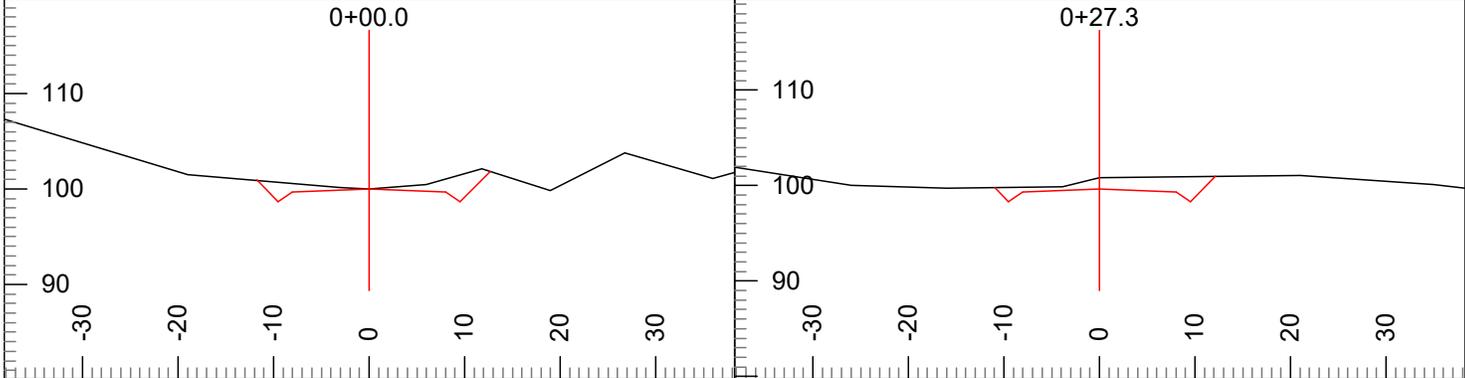
11/24/2025

Hold On Timber Sale
 Spur 5
 Contract #: 30-105263

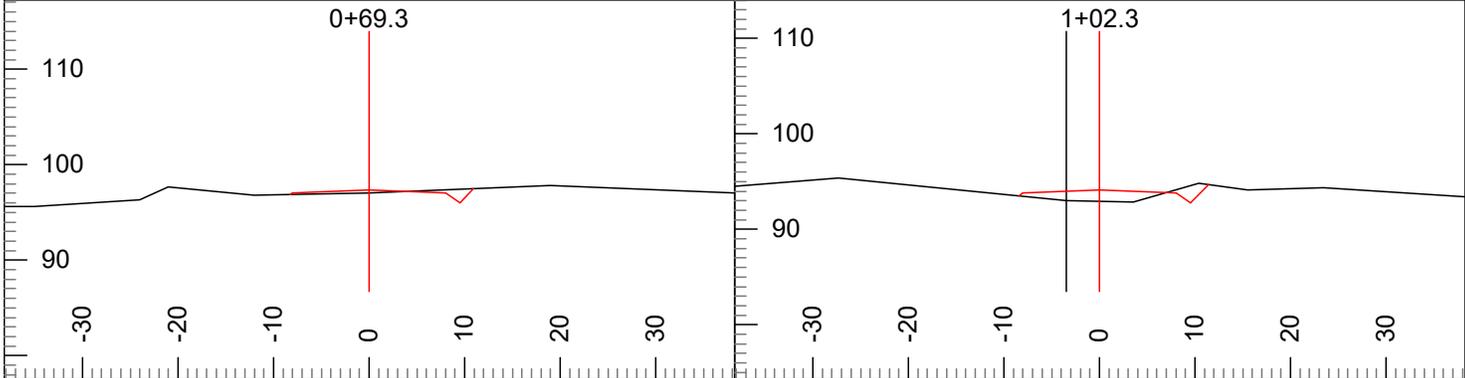


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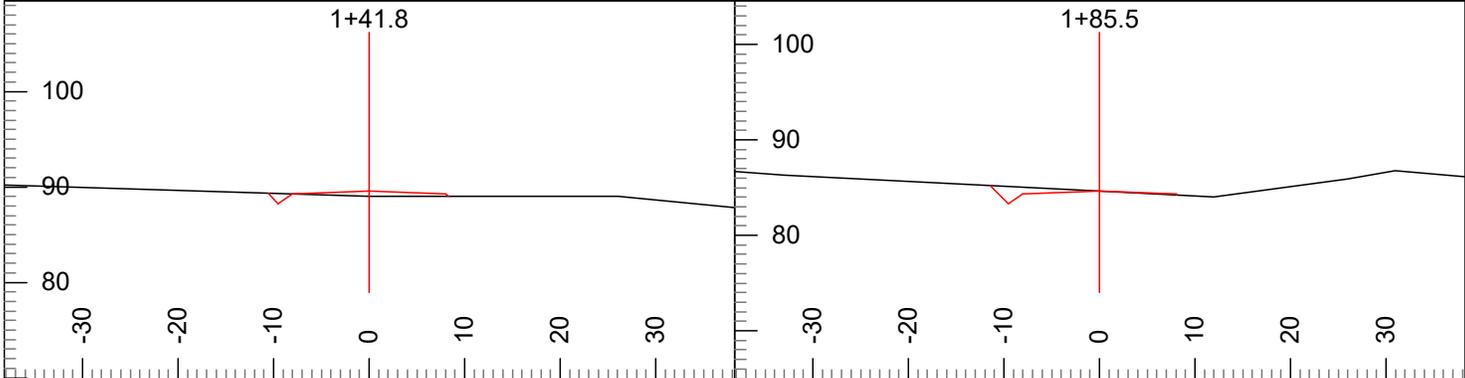
Engineer: Heymann
 24/09/04



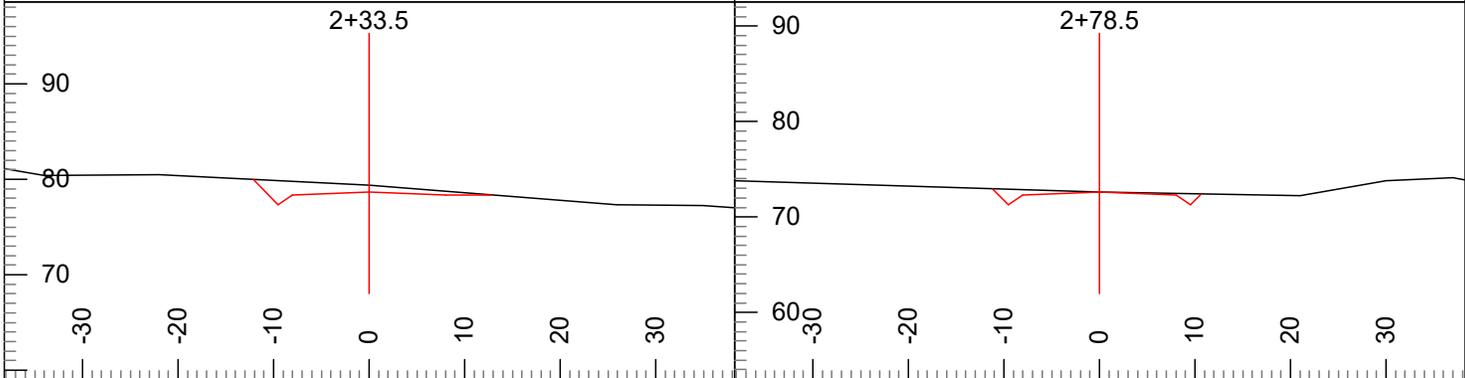
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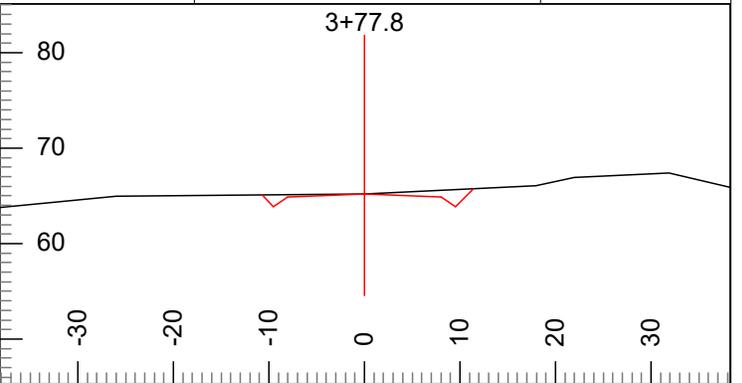
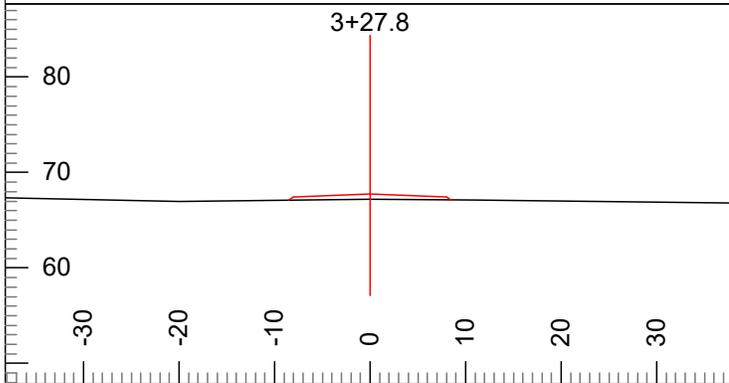
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P-Stn : 1+42.8 V.Offset: 0.6 CL Elev: 89.6 Cut Dp: -0.6 H. Offset: 0.0 Index: 504	P-Stn : 1+86.5 V.Offset: 0.0 CL Elev: 84.7 Cut Dp: 0.0 H. Offset: 0.0 Index: 505
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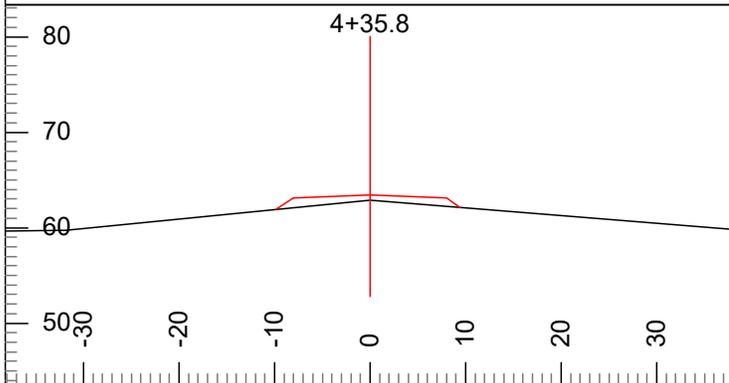


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P-Stn : 3+28.8 V.Offset: 0.6 CL Elev: 67.7
Cut Dp: -0.6 H. Offset: 0.0 Index: 508

P-Stn : 3+78.8 V.Offset: 0.0 CL Elev: 65.2
Cut Dp: 0.0 H. Offset: 0.0 Index: 509



P-Stn : 4+36.8 V.Offset: 0.6 CL Elev: 63.4
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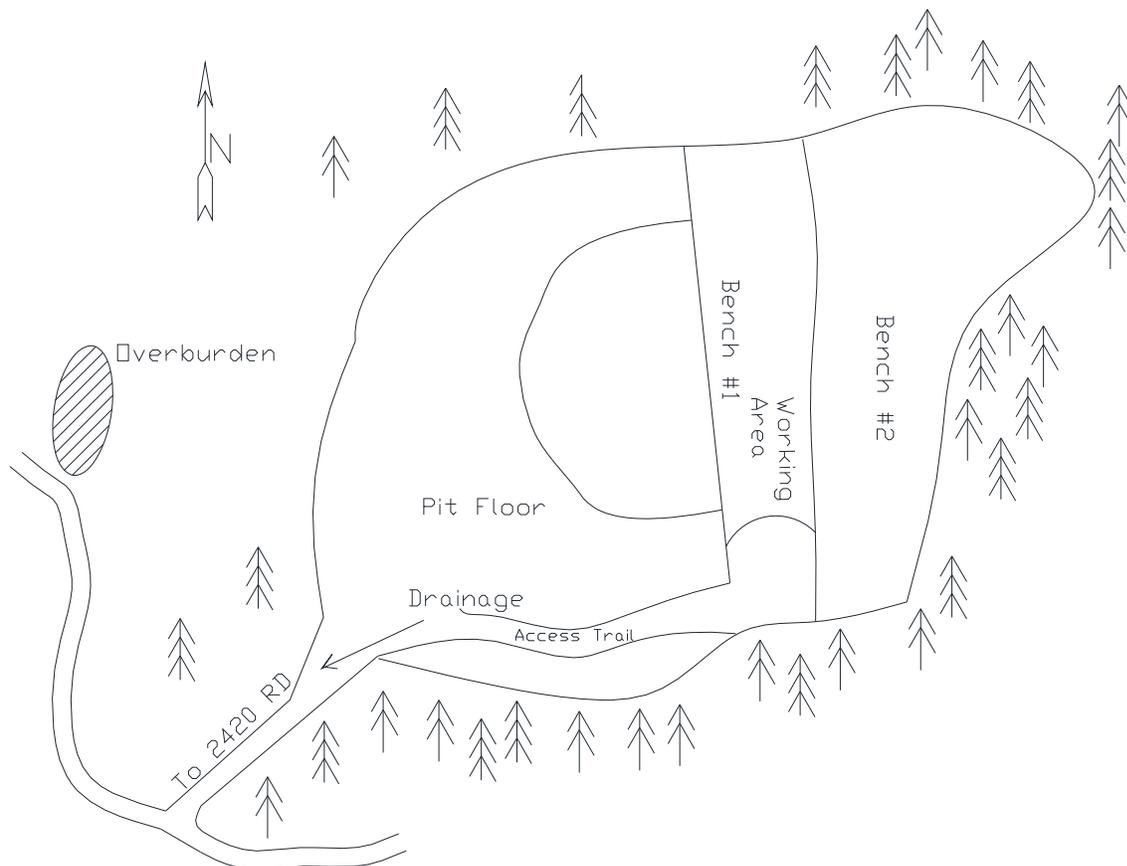
Legal Description: NW ¼ SE¼ Sec 1 T23N R04W

Rock Pit Name: Wedge Pit

PIT DEVELOPMENT PLAN

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

NW 1/4 SE 1/4 Section 1, Township 23 North, Range 4 West



Date: 1/7/15
Scale : None
Page : 1 of 1
Drawn By: W.J.E.

Wedge Pit
Plan View

DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 01-09)

Road Development Cost Estimate

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

REGION: South Puget Sound
DISTRICT: Hood Canal

SALE/PROJECT NAME: Hold On T.S. CONTRACT NUMBER: 30-105263
LEGAL DESCRIPTION: Sec 33 T24N R03W & Sec 4 & 9 T23N R03W

ROAD NUMBER:	3003	3003-1	Spur 1-5	3003	24	3000	3002	3003
ROAD STANDARD:	Construction			Reconstruction	3003-1	3200	3400	3410
					Pre/Post-haul maintenance			
NUMBER OF STATIONS:	38.50			33.11	929.14			
SIDESLOPE:	5-20%			5-15%	5-20%			
CLEARING AND GRUBBING:	\$3,426			\$1,324				
EXCAVATION AND FILL:	\$3,158			\$4,371				
MISC. MAINTENANCE:					\$8,518			
ROCK TOTALS (Cu. Yds.):								
Ballast:	3008	\$36,615		\$30,282	\$0			
Surface:	0	\$0		\$0	\$0			
Riprap:	0	\$0		\$0	\$0			
CULVERTS AND FLUMES:	\$6,317			\$0	\$0			
STRUCTURES:	\$0			\$0	\$0			
GENERAL EXPENSES:	\$4,456			\$3,238	\$937			
MOBILIZATION:	\$4,067			\$4,067	\$4,067			
TOTAL COSTS:	\$58,039			\$43,282	\$13,521			
COST PER STATION:	\$1,508			\$1,307	\$15			

ROAD DEACTIVATION AND ABANDONMENT COSTS: \$6,331

NOTE¹: This appraisal has no allowance for profit and risk.
NOTE²: This appraisal does not account for optional rock.

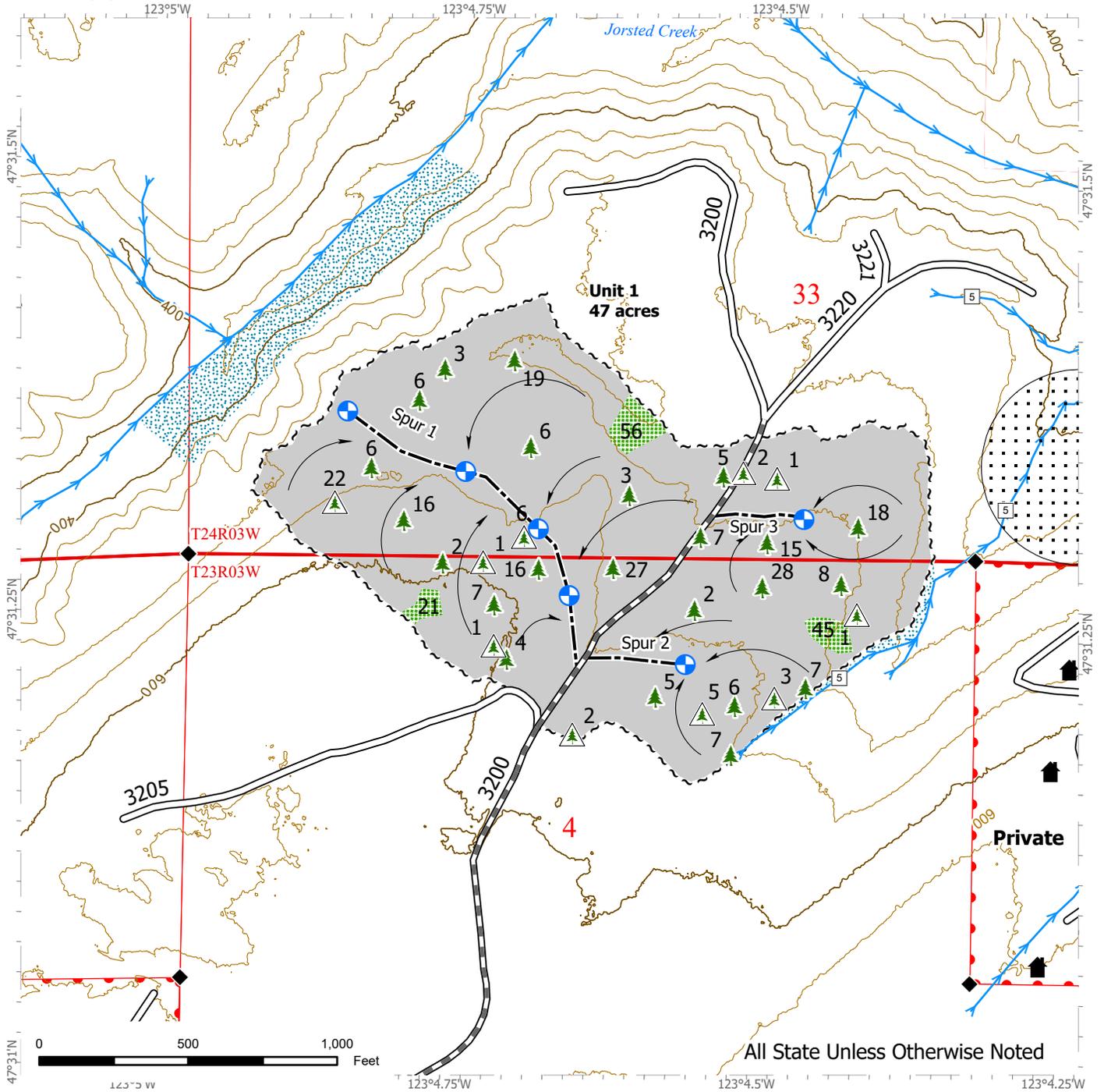
TOTAL (All Roads) = \$121,173
SALE VOLUME MBF = 1,323
TOTAL COST PER MBF = \$91.59

Date: 09/05/24

LOGGING PLAN MAP

SALE NAME: HOLD ON
AGREEMENT #: 30-105263
TOWNSHIP(S): T23R3W, T24R3W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 400-600



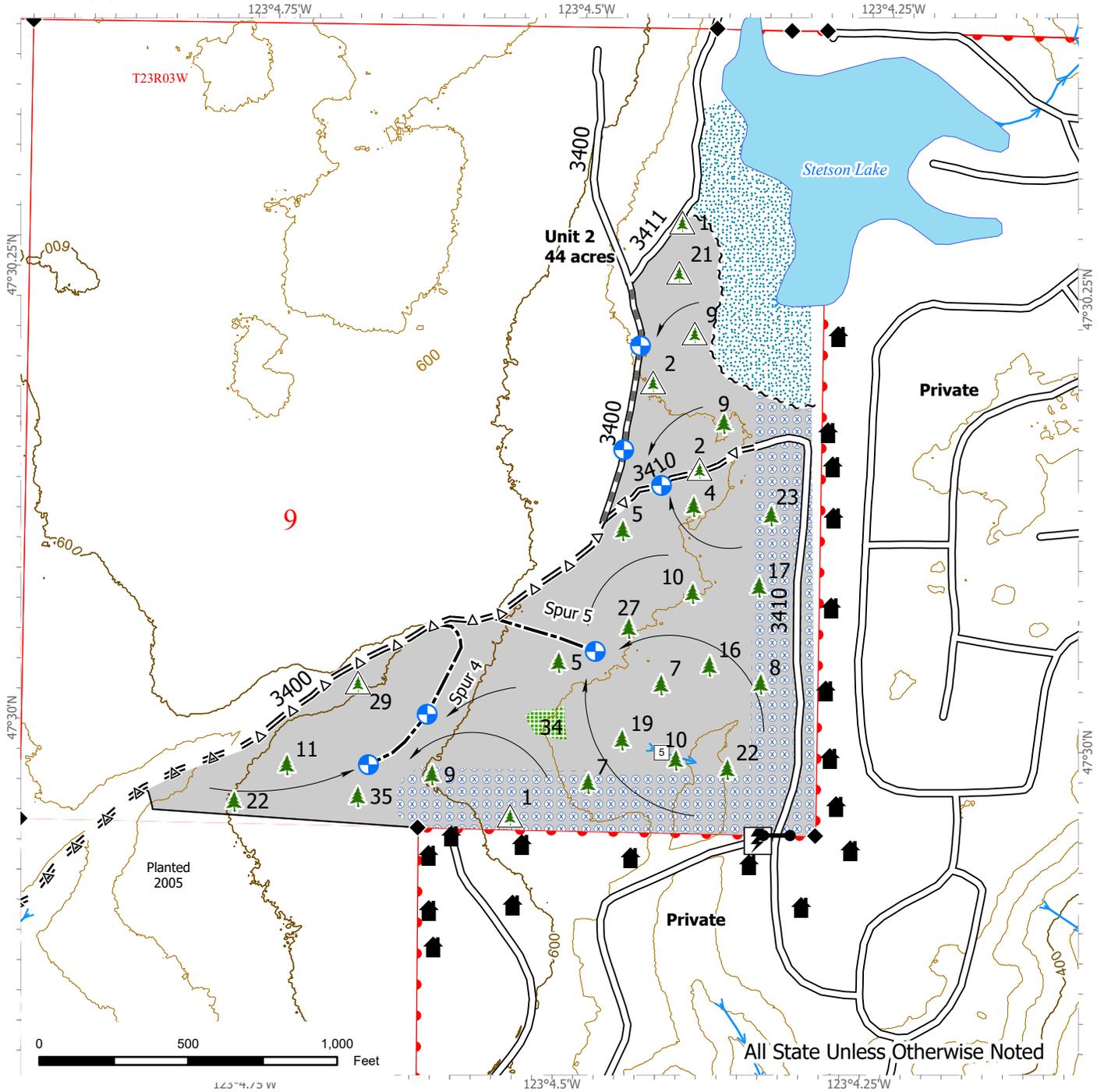
All State Unless Otherwise Noted

Ground	Property Line	Contours 40 ft
Sale Area	Existing Roads	Landing - Proposed
Leave Tree Area	Required Pre-Haul Maintenance	Leave Tree Area <1/4-acre
Riparian Mgt Zone	Optional Construction	Non-Tradeable Leave Trees
Metered Stands	Streams	Structure
Sale Boundary Tags	Stream Type	Survey Monument

LOGGING PLAN MAP

SALE NAME: HOLD ON
AGREEMENT #: 30-105263
TOWNSHIP(S): T23R3W, T24R3W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 400-600



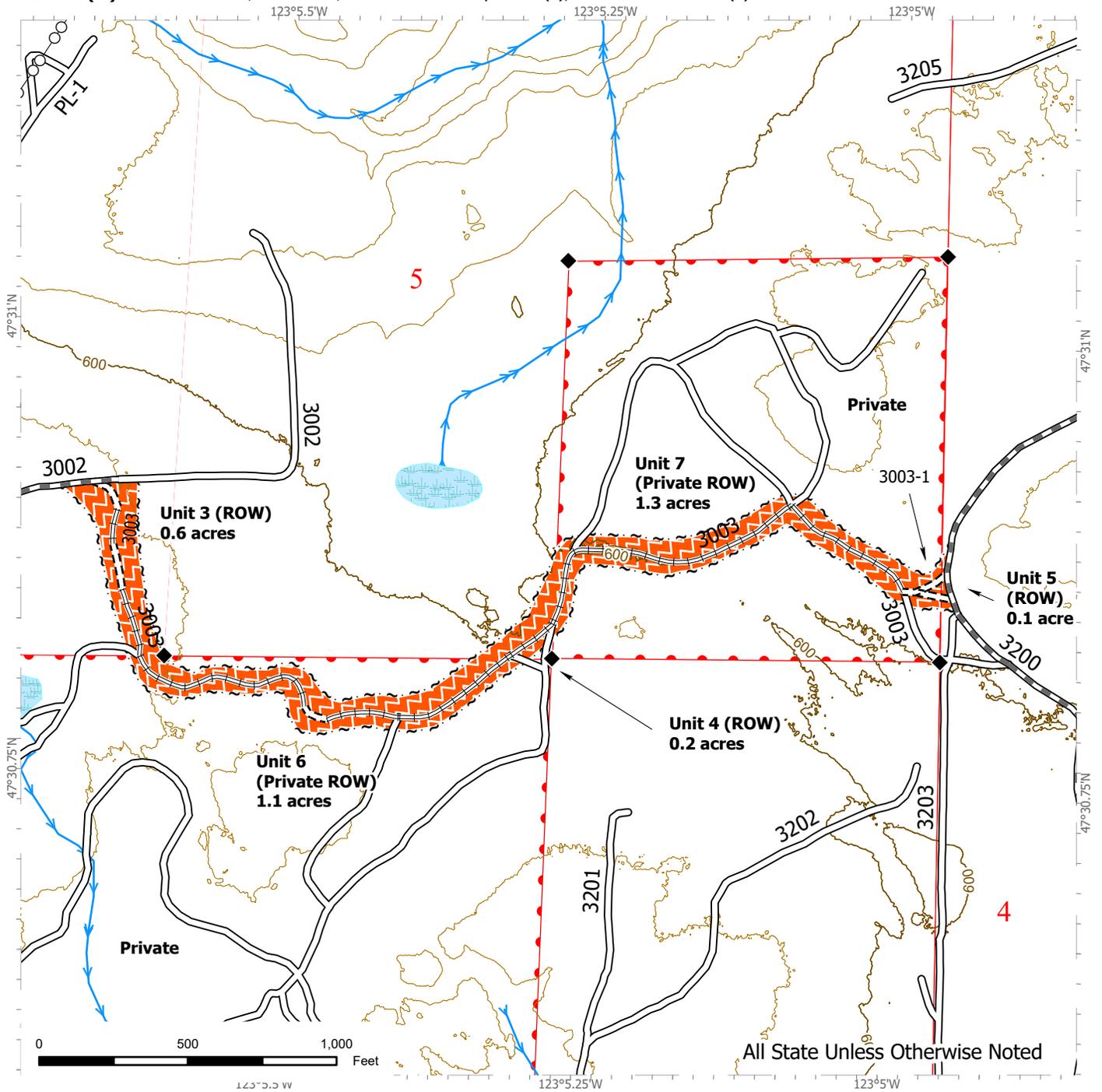
All State Unless Otherwise Noted

	Ground		Existing Roads		Leave Tree Area < 1/4-acre
	Sale Area		Required Pre-Haul Maintenance		Non-Tradeable Leave Trees
	Leave Tree Area		Optional Pre-Haul Maintenance		Gate
	Riparian Mgt Zone		Optional Construction		Structure
	Hazard Abatement Area		Streams		Utility Box
	Sale Boundary Tags		Stream Type		Survey Monument
	Timber Type Change		Contours 40 ft		
	Property Line		Landing - Proposed		

LOGGING PLAN MAP

SALE NAME: HOLD ON
AGREEMENT #: 30-105263
TOWNSHIP(S): T23R3W, T24R3W
TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), State Forest Transfer (1)

REGION: South Puget Sound Region
COUNTY(S): Mason
ELEVATION RGE: 400-600



	Right-of-Way Harvest		Existing Roads
	Power Lines		Required Pre-Haul Maintenance
	Right of Way Tags		Required Construction
	Property Line		Required Reconstruction
			Streams
			Contours 40 ft
			Survey Monument



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

ROAD USE PERMIT

Permit No. 55-107949

THIS PERMIT, made and entered into this 23rd day of January 2025, by and between HAMA HAMA COMPANY, a Washington Corporation, herein called the "Grantor," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of 1) pre and post haul maintenance, 2) administrative access, 3) timber haul, 4) rock haul, 5) equipment haul, 6) road construction, 7) road reconstruction, and 8) tree planting, associated with the Hold On Timber Sale #30-105263, a nonexclusive permit to use roads over and across a strip of land, hereinafter defined as the "premises," in the SE1/4 NE1/4 and NW1/4 SE1/4 of Section 5, Township 23 North, Range 03 West, W.M., in Mason County, State of Washington. The location of said premises is located approximately as shown on Exhibit A, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit A. The word premises, when used herein, means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

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

Consideration. The consideration paid by the Grantee to Grantor is as follows: **ONE THOUSAND THIRTY-EIGHT AND 12/100 Dollars (\$1,038.12).**

Termination. This permit shall terminate January 31, 2030, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To State:
DEPARTMENT OF NATURAL RESOURCES
South Puget Sound Region
950 Farman Ave N
Enumclaw, WA 98022
360-825-1631

To Grantor:
HAMA HAMA COMPANY
35846 N US Hwy 101
Lilliwaup, WA 98555
307-231-3795

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

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

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

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

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

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

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

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

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

HAMA HAMA COMPANY

Dated: 1/23/2025

DocuSigned by:
Tom James
A6715307ED684DB...

Tom James - President
35846 N US Hwy 101
Lilliwaup, WA 98555
(307) 231-3795

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

Dated: 1/23/2025

Signed by:
Don Melton III
711C6793FA8849F...

Don Melton – South Puget Sound Region Manager
950 Farman Ave N
Enumclaw, WA 98022
(360) 825-1631



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

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

EXHIBIT A PERMIT PREMISES

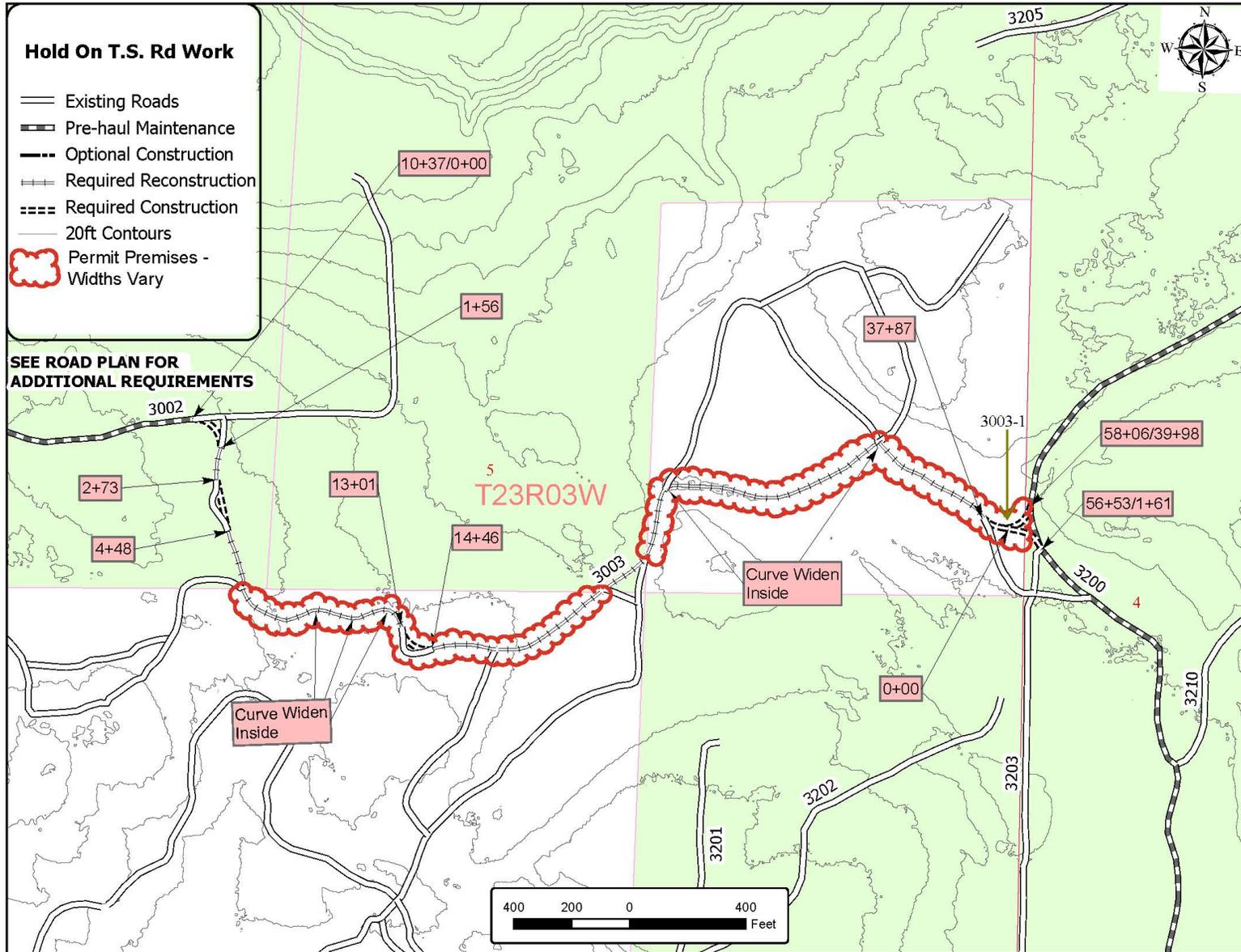


EXHIBIT B
OPERATIONAL REQUIREMENTS

- 1) This agreement in no way obligates the Grantor to grant future access across its roads.
- 2) This agreement in no way provides or implies current or future permanent road access for the parcel(s) benefitting from the issuance of this agreement. All legal access across Premises is terminated with the expiration of this agreement.
- 3) Grantee assumes all risk and costs associated with access due to road closures and blockages caused by any road closure event, including but not limited to environmental regulation, or natural disasters including fire, flood, snow, slides, tree wind throw, or road wash out. Grantor is not obligated to repair or unblock an existing road leading to the Premises or any part of the Premises described herein.
- 4) Use of the Premises shall not be authorized on weekends or State recognized holidays without written permission.
- 5) Grantee is responsible for obtaining all necessary permits that relate to the Grantee's activities including amendments, renewals, and all associated expenses.
- 6) Grantee and its agents will observe a maximum speed of 20 miles per hour on the Premises.
- 7) All specifications for road maintenance, road construction, road reconstruction and road abandonment activities are listed in the Hold On Timber Sale Road Plan; a copy of which is on file at the South Puget Sound Region Office.