



GOOD NEIGHBOR AUTHORITY TIMBER NOTICE OF SALE

SALE NAME: Mill Creek

AGREEMENT NO: 36-105472

AUCTION: December 5, 2023 starting at 10:00 a.m.,
Northeast Region Office, Colville, WA

COUNTY: Pend Oreille

SALE LOCATION: Units 1-3 are located approximately 14 miles Northeast of Usk, WA. Units 4-6 and 8-10 are located approximately 10 miles Northeast of Usk, WA. Units 11-12 are located approximately 12 miles North and East of Usk, WA. Units 13-16 are located approximately 6.5 miles Northeast of Usk, WA. Unit 17 is located approximately 6.5 miles Northeast of Usk, WA.

PRODUCTS SOLD AND SALE AREA:

Excluding Western White Pine and White-Bark Pine, all green conifer species less than 20 inches Diameter at Breast Height (DBH) not described as leave trees in the Schedule A within timber sale units bounded by white Timber Sale Boundary tags. All green conifer species located within right of way areas bounded by orange Right of Way boundary tags or banded by orange paint along the E334405A road. Units are within part(s) of Sections 2, 10, and 33 of Township 35 North, Range 44 East, W.M., and Section 32 of Township 35 North, Range 45 East, W.M., and Section 5 of Township 34 North, Range 44 East, W.M., and Sections 4, 8, and 9 of Township 33 North, Range 44 East, W.M. containing approximately 626 gross harvest acres.

ESTIMATED SALE VOLUMES AND QUALITY:

Species/Product	Average	Total	Total	Price	MBF by Grade							
	DBH	MBF	Tons		\$/Ton	SM	1S	2S	3S	4S	5S	6S
Douglas-Fir	12.7	3,070	21,762				423	1,974	673			
Grand Fir	12.2	990	6,396				262	560	168			
Western Red Cedar	15.2	530	3,166	\$85.00				460	69			
Western Larch	14.0	244	1,533				60	159	25			
Western Hemlock	12.0	142	1,026				26	76	40			
Ponderosa Pine	11.4	102	550							56	46	
Lodgepole Pine	12.0	81	468					66	15			
SALE TOTAL		5,159	34,901				770	3,295	991	56	46	

MINIMUM BID: \$22.05 / TON (est. value \$968,867)

BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$100,000.00

SALE TYPE: Tonnage Scale

EXPIRATION DATE: December 15, 2026

ALLOCATION: Export Restricted

BIDDABLE SPECIES: Douglas-fir, Grand Fir, Western Larch, Lodgepole Pine, Western Hemlock, Engelmann Spruce, Ponderosa Pine, and Subalpine Fir combined (Western Red Cedar fixed at \$85/ton). Engelmann Spruce and Sub-Alpine Fir were not captured in the cruise but are present on the landscape in limited numbers.

BID DEPOSIT: \$96,886.70



GOOD NEIGHBOR AUTHORITY TIMBER NOTICE OF SALE

HARVEST METHOD: Ground based harvest system on 86% of sale area and cable/tether based harvest system on 14% of sale area. Hand felling may be required in certain areas. Falling and yarding in all units will not be permitted from February 15 to May 31 unless authorized in writing by the Contract Administrator. Reason for restriction: Spring break-up.

Falling or skidding in Units 11 and 12 is only allowed under winter conditions. Winter conditions are met by 8 inches of compacted snow or hard frozen ground or a combination of both. Reason for restriction: Minimize sediment delivery to NOLA creek.

Hauling and roadwork is prohibited on the 1932000 and E354420A, accessing Units 1-3, from March 1 – August 31 due to Goshawk nesting restrictions. Harvest, hauling, and roadwork is prohibited in Units 6, 8, 9, and Loop Creek road from January 1 – August 15 due to Bald Eagle nesting restrictions. All operations within Unit 10 are limited to 6 am - 6 pm due to location next to Riverbend community. There is Extreme Hazard Abatement for Unit 10 as well as within 100' of power lines for Units 5, 6, and 9. Big Game Winter Range timing restrictions, Dec 1 – Mar 31, applies to the southern half of Unit 16 and all of Unit 17. Unit 17 ROW has slight overlap with the FS timber sale Kal-Moon Unit 75 requiring Contract Administrator approval before entry.

ROADS: 1,296+40 stations of required pre-haul maintenance, 179+70 stations of required reconstruction, and 183+00 stations of required temp road construction. Road reconstruction and closure will not be permitted from October 31 to May 31 unless authorized in writing by the Contract Administrator. Reason for restriction: Winter conditions and spring break-up.

All hauling of forest products will not be permitted from February 15 to May 31 unless authorized in writing by the Contract Administrator; reason for restriction: Spring break-up. Purchaser shall comply with the Operational Requirements of existing Road Use Easements, Road Approach Permits, and Forest Practice Applications.

**ACREAGE
DETERMINATION
CRUISE METHOD:**

Acreeage determined using GPS methods. Acreeage shown above is net harvest acres in harvest units. Ponderosa pine and Western red cedar: 8.0-19.9 inches DBH. Western larch and Lodgepole pine: 6.0-19.9 inches DBH. Grand Fir: 6.0-20.9 inches DBH. All other species: 7.0-19.9 inch DBH. Ponderosa pine and Western red cedar has a minimum top of 5.6 DIB. All other species have a minimum top of 4.6 DIB. All species have a minimum top DIB of 40% of DOB at 16 feet.

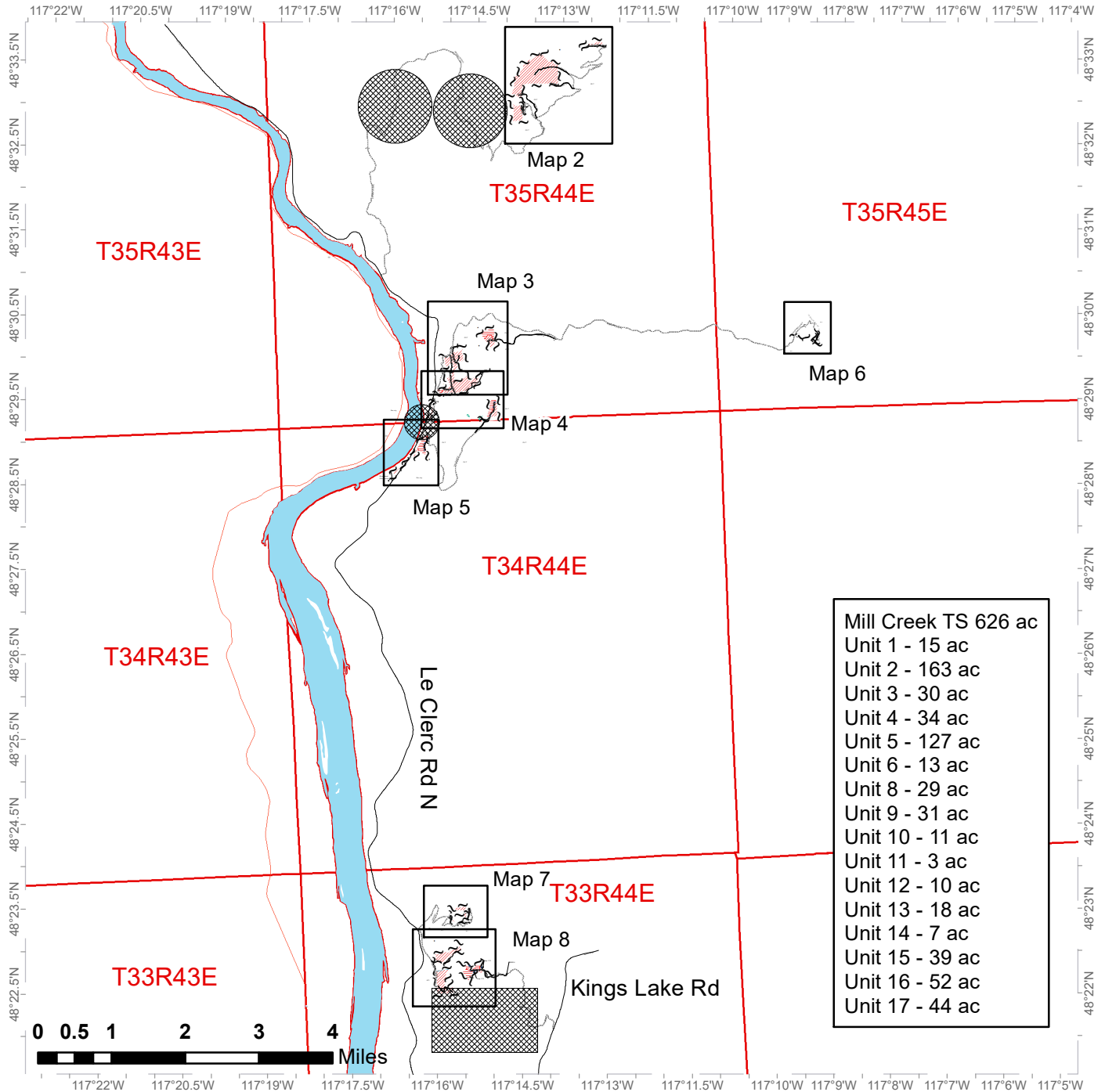
FEES: None.

SPECIAL REMARKS: There is an additional 402 MBF of optional utility volume that can be removed at Purchaser's discretion. Refer to H-157 and P-027 clauses of contract. No harvesting, hauling of timber or moving equipment will occur on Memorial Day weekend, 4th of July weekend (minimum of July 3-5) and Labor Day weekend, unless approved by the Contract Administrator. There are locked gates restricting access on the E354420A (also known as FS 1932000) to access Units 1-3, on E354427A to access Unit 4, Loop Creek Road to access Units 6, 8, and 9, and Nola Creek Spur (1200120) to access Unit 12. Contact the Contract Administrator, Nate Janiga, for a key/combo for access at (509) 675-4062. Purchaser must enter into road use permits with Stimson Lumber Company and Kalispel Tribe of Indians as required in Contract Clause G-385.

GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 1

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T35R44E, T34R44E, T33R44E, T35R45E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280



Mill Creek TS 626 ac	
Unit 1	- 15 ac
Unit 2	- 163 ac
Unit 3	- 30 ac
Unit 4	- 34 ac
Unit 5	- 127 ac
Unit 6	- 13 ac
Unit 8	- 29 ac
Unit 9	- 31 ac
Unit 10	- 11 ac
Unit 11	- 3 ac
Unit 12	- 10 ac
Unit 13	- 18 ac
Unit 14	- 7 ac
Unit 15	- 39 ac
Unit 16	- 52 ac
Unit 17	- 44 ac

Legend

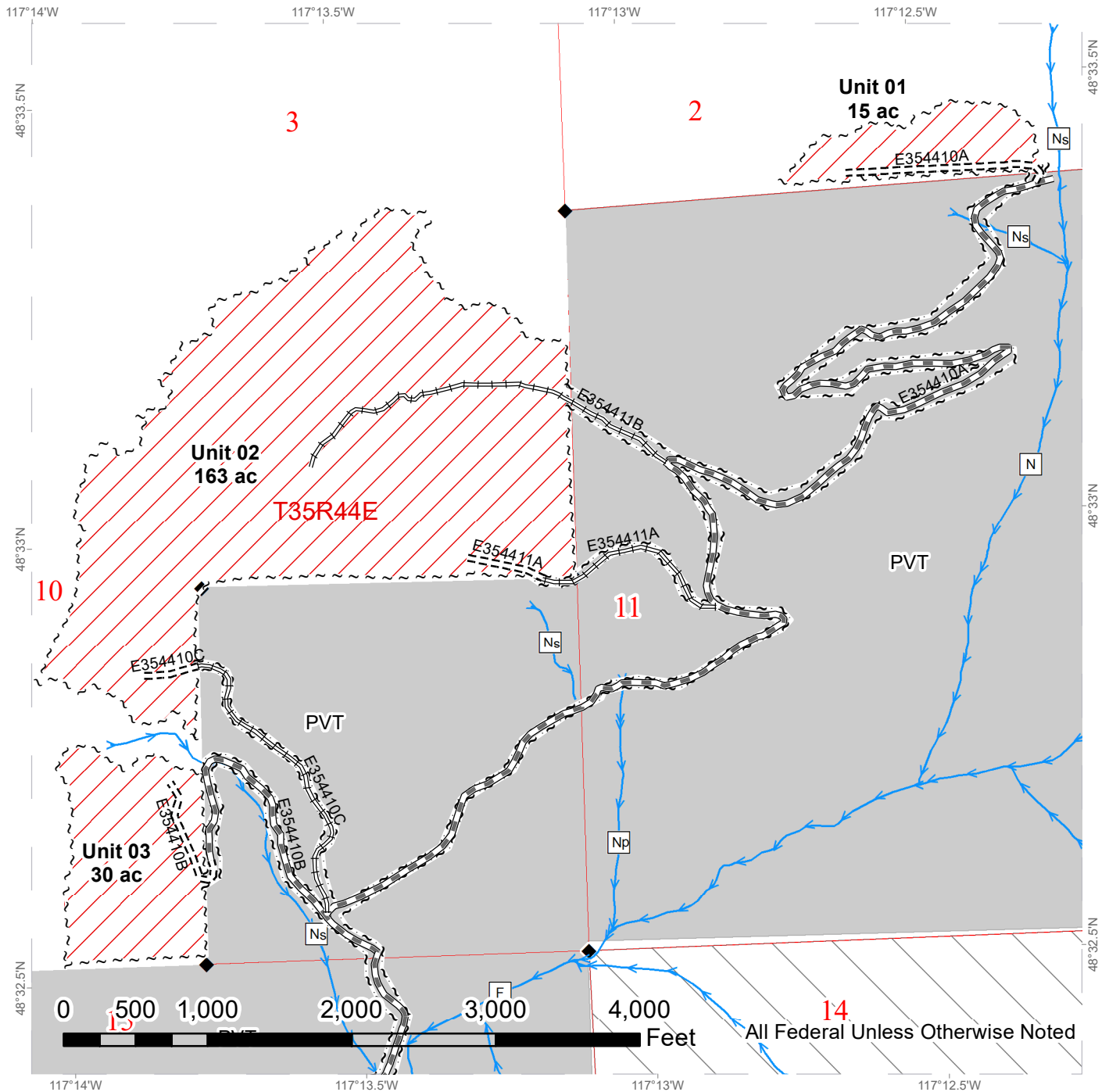
	Timber Sale Boundary		County Road		Timing Restrictions
	Ground		Prehaul Maintenance		Survey Townships
	Cable/Tether		Req'd Reconstruction		
	Pend Oreille River		Req'd Temp Construction		



GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 2

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T34R44E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280



All Federal Unless Otherwise Noted

Legend

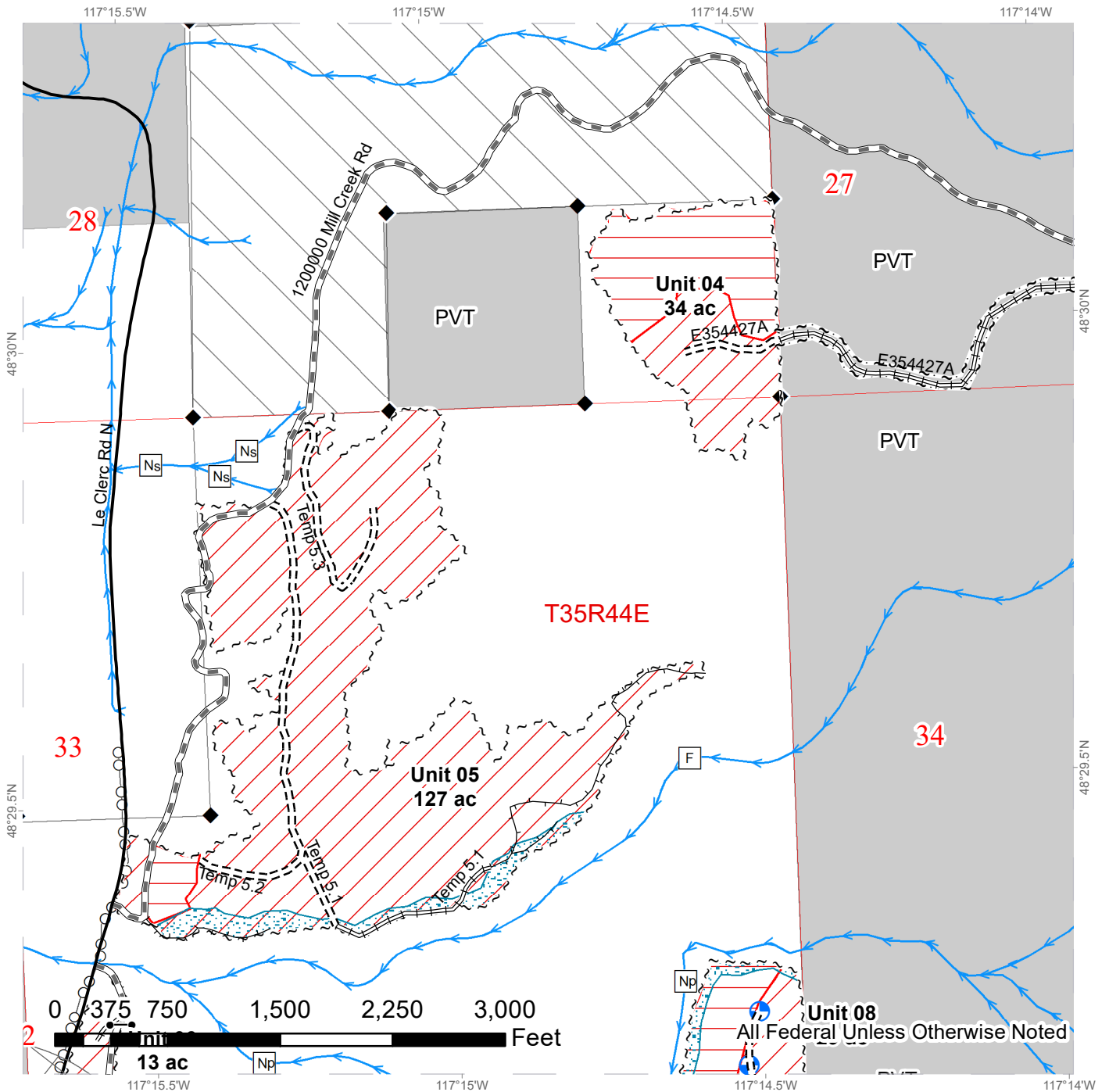
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|----------------------|-------------------------|-------------------|
| Timber Sale Boundary | Prehaul Maintenance | Survey Sections |
| Ground | Req'd Reconstruction | Survey Monument |
| Streams | Req'd Temp Construction | Private |
| | R_O_W | DNR Managed Lands |



GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 3

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T34R44E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280



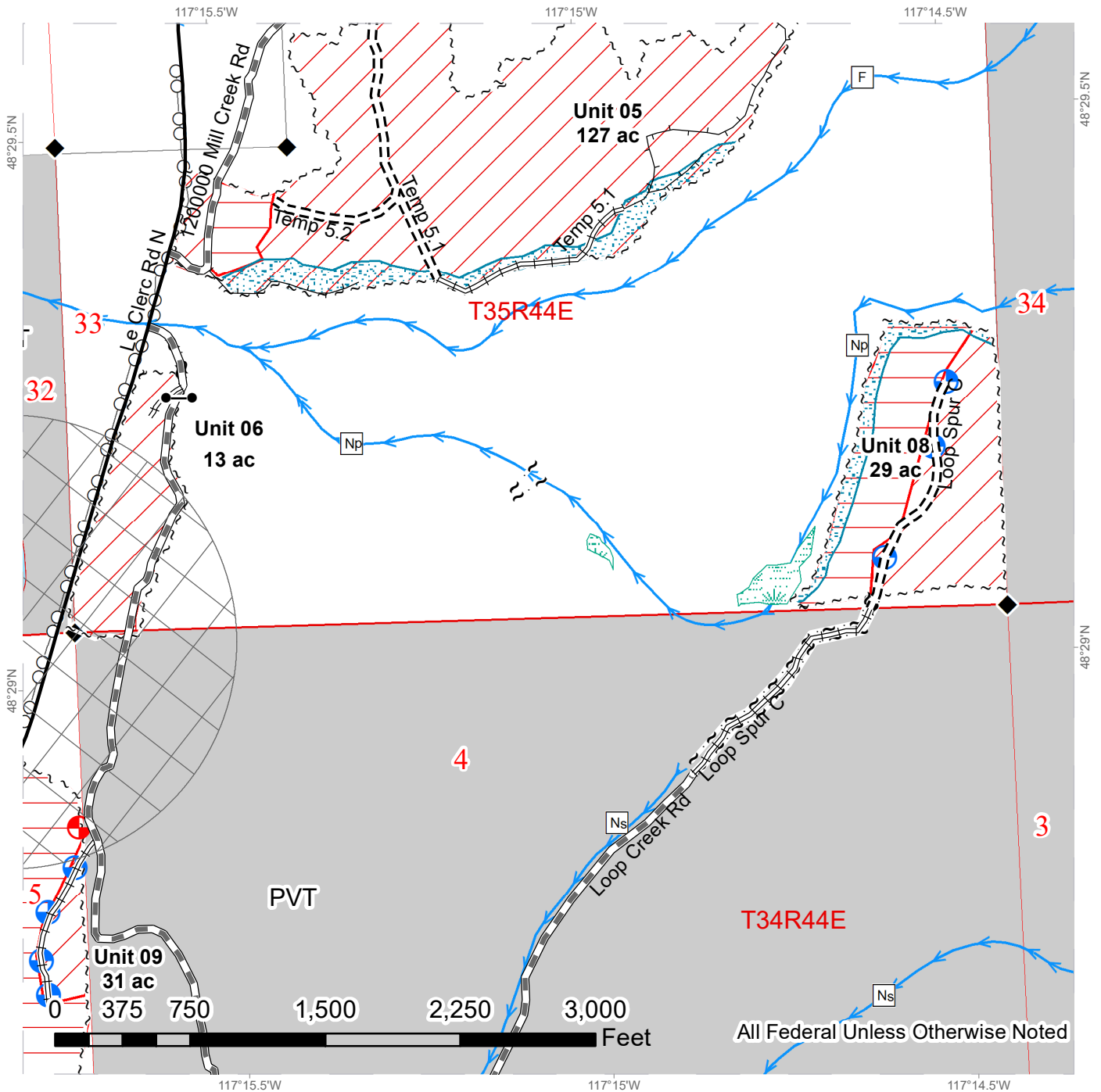
Legend

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|--|----------------------|--|-------------------------|--|-------------------|
| | Timber Sale Boundary | | County Road | | Tower Landing |
| | Ground | | Prehaul Maintenance | | Gates |
| | Cable/Tether | | Req'd Reconstruction | | Power Lines |
| | Riparian Mgt Zone | | Req'd Temp Construction | | Survey Sections |
| | Streams | | Skid Trail | | Survey Monument |
| | | | Equipment Trail | | Private |
| | | | R_O_W | | DNR Managed Lands |

GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 4

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T34R44E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280

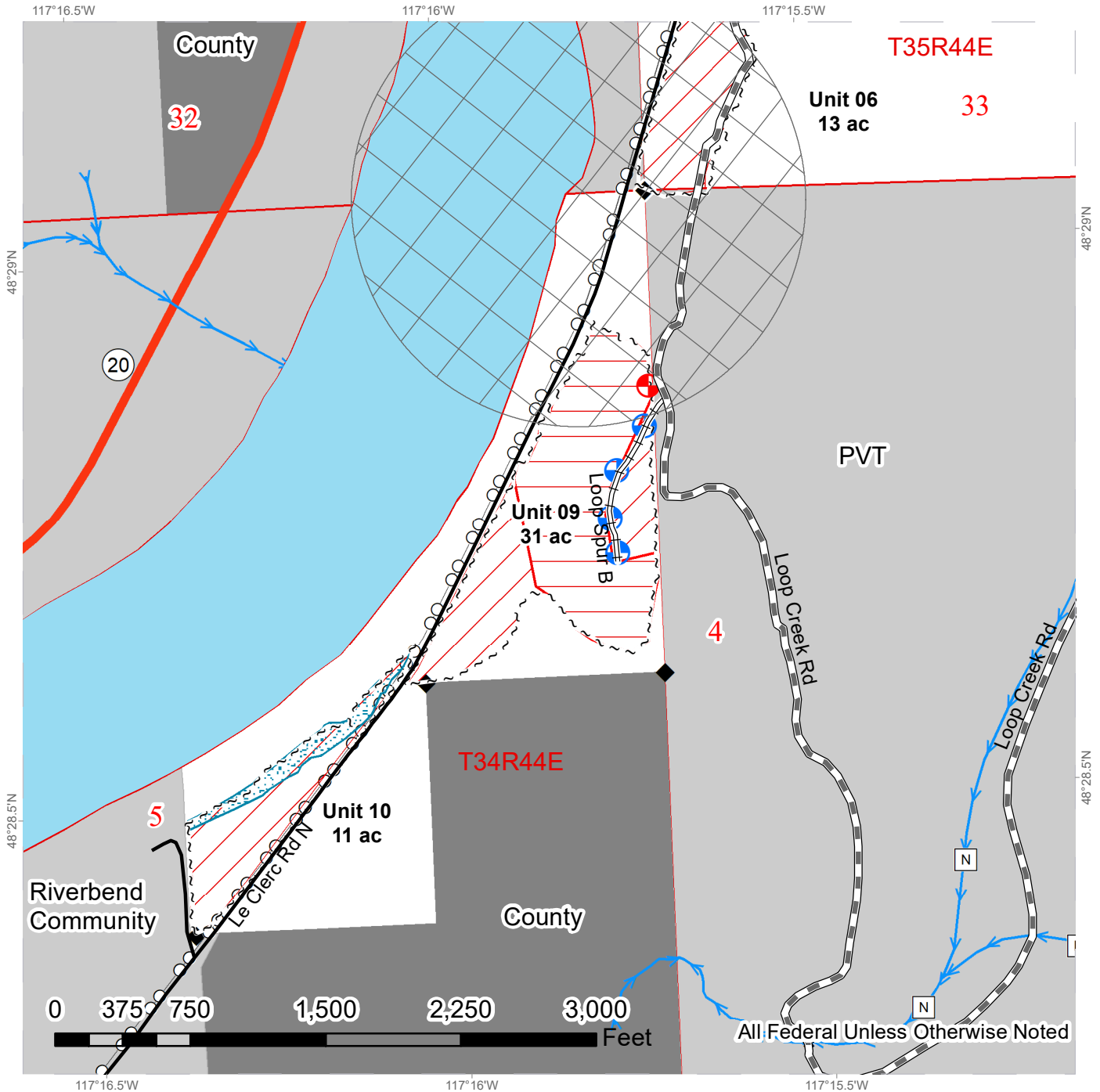


Legend	
	Timber Sale Boundary
	Ground
	Cable/Tether
	Riparian Mgt Zone
	Streams
	Rare Plant Buffer
	County Road
	Prehaul Maintenance
	Req'd Reconstruction
	Req'd Temp Construction
	Skid Trail
	Equipment Trail
	R_O_W
	Tower Landing Pvt
	Tower Landing
	Gates
	Power Lines
	Survey Sections
	Survey Monument
	Private
	Bald Eagle Restrictions

GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 5

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T34R44E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280



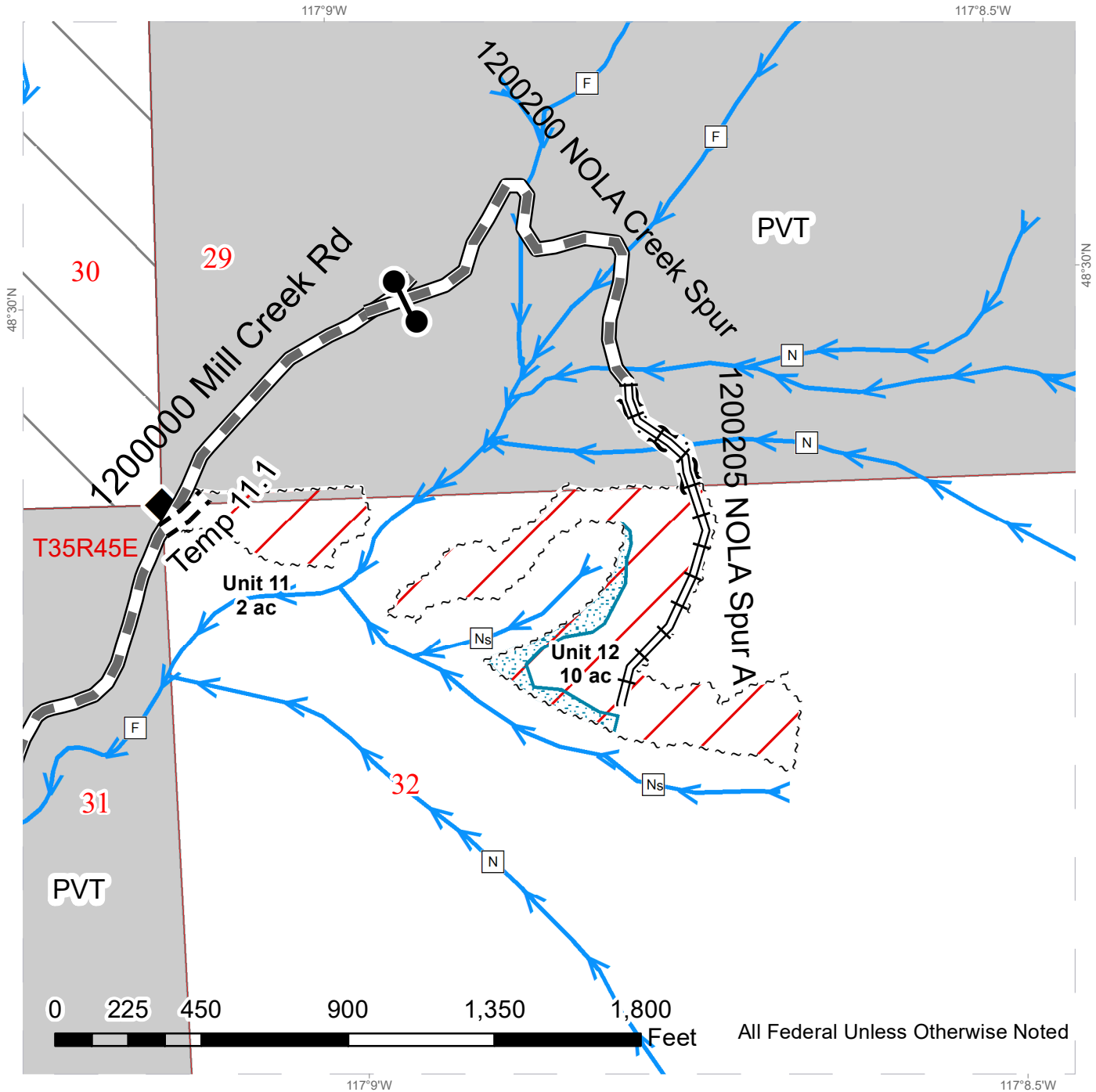
All Federal Unless Otherwise Noted

Legend			
	Timber Sale Boundary		County Road
	Ground		Prehaul Maintenance
	Cable/Tether		Req'd Reconstruction
	Riparian Mgt Zone		Req'd Temp Construction
	Streams		R_O_W
			Tower Landing
			Tower Landing Pvt
			Bald Eagle Restrictions
			Power Lines
			Survey Sections
			Survey Monument
			Private
			County

GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 6

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T34R44E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280



Legend

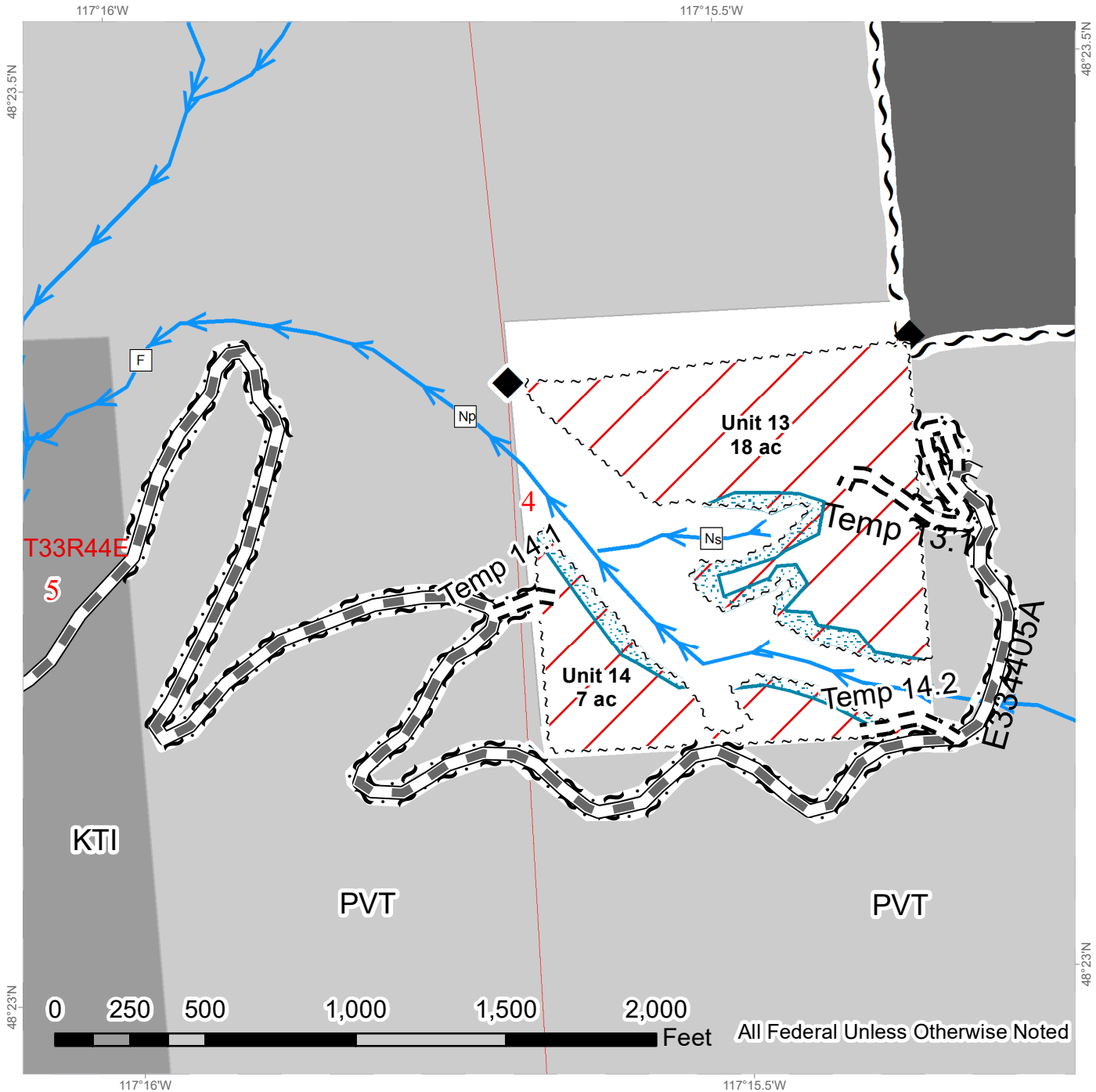
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|----------------------|-------------------------|-------------------|
| Timber Sale Boundary | Prehaul Maintenance | Survey Sections |
| Ground | Req'd Reconstruction | Survey Monument |
| Riparian Mgt Zone | Req'd Temp Construction | DNR Managed Lands |
| Streams | R_O_W | Private |
| | Gates | |



GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 7

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T34R44E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280



Legend

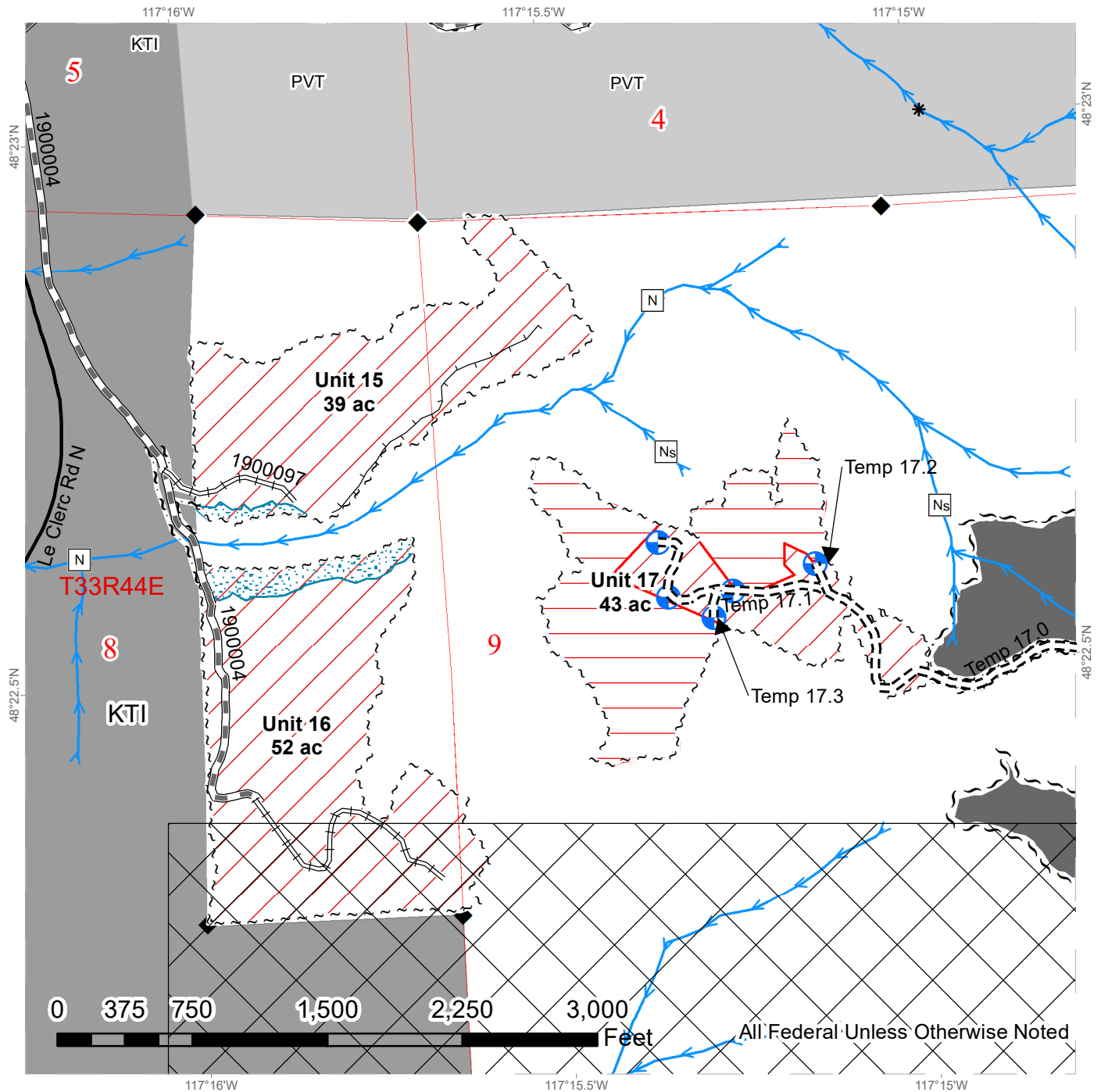
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|----------------------|-------------------------|----------------------|
| Timber Sale Boundary | Prehaul Maintenance | Survey Monument |
| Ground | Req'd Temp Construction | Kalispel Tribal Land |
| Riparian Mgt Zone | R_O_W | Private |
| Streams | Survey Sections | |



GOOD NEIGHBOR AUTHORITY TIMBER SALE MAP 8

SALE NAME: Mill Creek
AGREEMENT #: 36-105472
TOWNSHIP(S): T34R44E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280



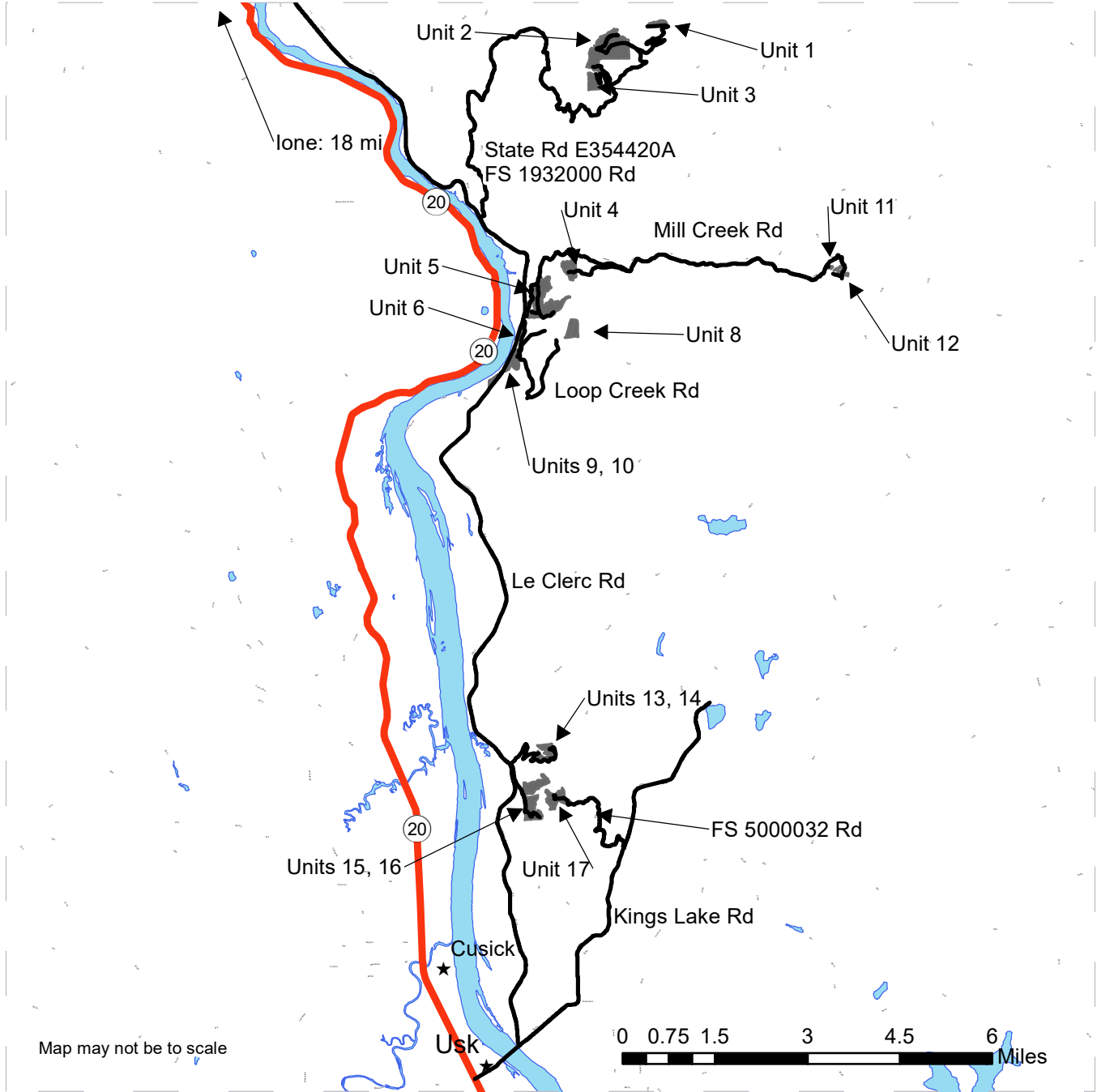
All Federal Unless Otherwise Noted


Legend	
	Timber Sale Boundary
	Ground
	Cable/Tether
	Riparian Mgt Zone
	Streams
	County Road
	Prehaul Maintenance
	Req'd Reconstruction
	Req'd Temp Construction
	Skid Trail
	R_O_W
	Landing
	Big Game Winter Range Restriction
	Survey Sections
	Survey Monument
	FS Kal-Moon TS
	Kalispel Tribal Land
	Private

DRIVING MAP

SALE NAME: Mill Creek
AGREEMENT#: 36-105472
TOWNSHIP(S): T35R44E, T34R44E, T33R44E, T35R45E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
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 Timber Sale Unit

DRIVING DIRECTIONS:
Driving Directions on Following Page



DRIVING MAP

SALE NAME: Mill Creek
AGREEMENT#: 36-105472
TOWNSHIP(S): T35R44E, T34R44E, T33R44E, T35R45E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Pend Oreille
ELEVATION RGE: 2120-4280

DRIVING DIRECTIONS:

- To access units 1, 2, and 3, off of Le Clerc rd take FS 1932 rd for 4.5 miles, Stay Right on to the E354420A rd and continue for 1 mile. Turn left onto E354409J, in 2.5 miles merge left on the E354415A. Continue 500 feet and turn left on E354410A. In 500 ft there is a 3 way intersection. The left will take you to the entrance to Unit 3 in .5 miles. The Middle road will take you to the SW corner of Unit 2 in .5 miles. Continuing to the right and staying on the main road, in .8 miles you will pass the E354410A road to the SE corner of Unit 2, at the 1-mile you pass the East access to Unit 2, and at the 2.5-mile you reach the entrance of Unit 1.
- To access unit 4, head out mill creek rd to the 3 mi and turn right onto E354427A. Stay to the right and go thru the gate, at the .5-mile stay left at the old landing and at the .9-mile you will reach Unit 4.
- To access Unit 5, from Le Clerc rd head out Mill Creek rd. At the .7-mile is the start of Temp 5.1 and at the .8-mile is the start of temp 5.3.
- To access units 6, 8, and 9, turn east off of Le Clerc rd onto Loop Creek rd. There is a Stimson gate near the start of the rd. Unit 6 and Loop Spur A starts about 30 feet before the gate and is between Le Clerc rd and Loop Creek rd. At the .5-mile to the right is Loop Spur B taking you into Unit 9. Continuing, stay to the left at the 1.5-mile. At the 2.5-mile Loop Spur B takes off to the right for .25 mi before entering unit 8.
- Unit 10 is located to the West of Le Clerc rd and North of Dilling Dr to the North of River Bend Community.
- To access units 11 and 12, Head out Mill Creek rd to the 6.5 mi. Unit 11 is located adjacent to Mill creek rd on the South side. For Unit 12 continue North 400' and turn right onto the Nola Creek Spur rd. Go thru the gate and continue out Nola Crk rd for .3 mi, turn Right on Nola Creek Spur A, in 400 ft you will enter Unit 12.
- To access Units 13 and 14, 4.8 miles North of the Usk bridge turn off of Le Clerc rd at the Kalispel Albertsons trailer. Continue out the E334405A rd, at the .4-mile turn to the right, at the .9-mile road E334405B will take you 200 feet into the West side of Unit 14, at the 1.5-mile the E334404A road will take you into the SE corner of Unit 14, at the 1.7-mile stay to the left at the landing and the temp E334404B road will take you down into Unit 13.
- To access Units 15 and 16 turn right off of Le Clerc Rd 4.8 miles north of the Usk bridge onto FS 1900004. At the .4-mile, Unit 15 is located 200ft up the 1900097 rd, at the .6-mile, you enter unit 16.
- To access unit 17 head out Kings lake rd for 4 mi to the Skookum Creek pit. Turn left on FS 5000032 rd, at .3 miles continue thru the rock pit and continue out the 5000032 rd. at the 1.7-mile turn left on FS 5000034 rd, 300 ft from there Temp rd 17.0 turns right and snakes it way thru a Kal-Moon TS unit before getting to Unit 17.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

**BILL OF SALE AND CONTRACT FOR
GOOD NEIGHBOR AGREEMENT FOREST PRODUCTS**

Export Restricted Tonnage Scale AGREEMENT NO. 36-105472

SALE NAME: MILL CREEK

This Bill of Sale and Contract for Good Neighbor Agreement Forest Products (Contract) is entered into between the Washington State Department of Natural Resources (DNR), acting as the agent for the United States Department of Agriculture Forest Service (U.S. Forest Service) pursuant to the authority granted in 16 USC § 2113a, and the Purchaser, herein collectively referred to as the “Parties” or individually as “Party”.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the State and Purchaser hereby agree to the following terms and conditions for the Contract.

SECTION G: GENERAL TERMS

G-001 Definitions

The following definitions apply throughout this contract;

Bill of Sale and Contract for Forest Products: The 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.

Contract Administrator: DNR’s State Forester’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 the Contract with the State for the right to harvest and remove forest products from the timber sale area.

Road Construction: Includes construction of new temporary roads, and maintenance of existing forest roads and associated work as authorized and described in the Road Plan.

Road Reconstruction: Includes clearing and grubbing, subgrade reconstruction, rolling dip, cross-drain and culvert installation, cut and fill embankment reconstruction, culvert and ditch cleaning, and rock application as authorized and described in the Road Plan.

State: The State of Washington represented by the Washington State Department of Natural Resources (Seller), acting under an agreement with the US Forest Service to act as their agent in the selling of Forest Products from the timber sale area, located on U.S. Forest Service land, under the Good Neighbor Authority in 16 USC § 22113a. The State is represented by the State Forester as designated on the Contract signature page. Contractual obligations of the Purchaser under the Contract are enforced by the State Forester 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 Contract. The Purchaser is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

United States Forest Service (US Forest Service): An agency of the U.S. Department of Agriculture responsible for administering the nation's national forests.

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on December 5, 2023 and the sale was confirmed on _____. The State, as the U.S. Forest Service's agent, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: Excluding Western White Pine and White Bark Pine, all green conifer species less than 20 inches Diameter at Breast Height (DBH) not described as leave trees in the Schedule A within timber sale units bounded by white timber sale boundary tags and outside of areas bounded by yellow leave tree area tags. All green conifer species located within right of way areas bounded by orange right of way boundary tags or banded by orange paint.

Units are within part(s) of Sections 2, 10, 28, 33 of Township 35 North, Range 44 East, W.M., Section 5 of Township 34 North, Range 44 East, W.M., Section 32 of Township 35 North, Range 45 East, W.M., and Section 4, 8, and 9 of Township 33 North, Range 44 East, W.M., containing approximately 626 gross harvest acres.

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 or US Forest Service.

G-025 Schedules

<u>Schedule</u>	<u>Title</u>
A	Leave Tree Selection Criteria
B	Mill Creek NEPA Crosswalk for Sxwuytn-Kaniksu "Trail" EA

G-030 Contract Term

Unless terminated earlier as authorized under the Contract, Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to December 15, 2026, unless this termination date is adjusted pursuant to G-040 or extended pursuant to G-050, in which case the new Termination Date shall be as established by the State.

G-040 Contract Term Adjustment - No Payment

Purchaser may request an adjustment in the contract term due to an interruption or delay in operations. A request for an adjustment must be submitted in writing and received by the State within 30 days after the start of the interruption or delay and describe Purchaser's reason for seeking a contract term adjustment. The request 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 (force majeure). A force majeure includes, but is not limited to acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, floods ; Road and bridge failures that deny Purchaser access to, or out of, the sale area, Access road closures imposed by a road owner, excessive suspensions as provided in clause G-220; and regulatory actions that don't arise from Purchaser's failure to comply with the Contract and which will prevent timber harvest for a period of less than 6 months.

The State shall adjust the term of the Contract to provide for additional calendar days equal to the actual time lost for the period that such force majeure continues in effect. All other terms and conditions of the Contract shall remain in effect during periods of force majeure. Lack of funds on the part of Purchaser, adverse market conditions, state approval or assistance delays, and/or similar conditions shall not constitute force majeure.

G-50 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 has diligently performed in accordance with contract provisions and the approved Plan of Operations. The term of this contract may be extended for a reasonable time by the State, at the State's sole discretion, if all of the following conditions are satisfied:

- a. A written request for extension of the contract term must be received prior to the Termination Date of the Contract.
- b. Purchaser has completed all required roads and is in compliance with all

contract and regulatory requirements (e.g. applicable federal, state, and local laws).

- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the contract value based on the contract payment rate and advertised volume.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the contract value based on the contract payment rate and advertised volume.

The payments shall not include the initial deposit that shall be held until Purchaser has completed all obligations under this Contract.

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

To determine the unpaid portion of the timber value of the contract, multiply the contract payment rate for each item by the remaining volume for each item based on the volumes from the Timber Notice of Sale. In addition, all cash deposits that can be used for timber payments, except the initial deposit, will be deducted from the unpaid portion of the contract.

- e. Payment of \$346.00 per acre per annum for the acres on which an operating release has not been issued.
- f. In no event will the extension charge be less than \$500.00.
- g. Extension payments are non-refundable.

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 MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- d. The MERCHANTABILITY of the forest products. The use of the term

"merchantable" in any document is not intended to vary the foregoing.

- e. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- f. 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.
- g. 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.
- h. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRESALE 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.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies.
- h. Items contained in any other documents prepared for or by the State.

G-064 Permits

Purchaser is responsible for obtaining any permits not already obtained by the State or US Forest Service that relate to Purchaser's operation. Any permits obtained by the State shall be transferred to Purchaser. Purchaser is responsible for all permits, amendments and renewals.

G-066 Termination Due to Governmental Regulatory Actions, Harm to the Environment or Administrative Appeal or Litigation

The State may terminate the Contract, in whole or in part, for any of the following reasons: (1) to prevent actual or potential harm to the environment including without limitation, harm to the land, water, air, habitat, animals, cave resources, or cultural resources; (2) to ensure consistency with U.S. land and resource management plans, requirements imposed for the timber sale in any documents, prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 1531, et seq., or compliance with any state or federal law; (3) to conduct environmental analysis, including but not limited to, the Endangered Species Act of 1973, 16 USC 1531, et seq.; or (4) due to an existing or threatened administrative appeal or litigation involving the U.S. Forest Service or State that might affect or involve the timber sale, regardless of whether the Forest Service or State is required by an administrative or court order to terminate this Contract, or this Contract is named in such a proceeding.

In the event of termination for the reason stated above, Purchaser shall be entitled to a refund, or release of advanced deposits for timber cut but not removed from the sale area, and reimbursement of out-of-pocket expenses incurred as a direct result of the termination of operations; provided, however, that Purchaser shall not be entitled to any compensation provided herein when the Contract is terminated under this clause due to the Purchaser's violation of any provision of the Contract. Out of pocket expenses do not include, lost profits, attorney's fees, replacement cost of timber, cost or expenses of running a sawmill or other processing facility, expectancy damages, or any other anticipatory expenses suffered by Purchaser.

G-066.1 Termination Due to Catastrophic Damage

The Contract may be terminated by the State, in whole or in part, or the Purchaser may request in writing that the Contract be terminated in whole or in part, if the value of timber remaining to be cut is diminished materially because of catastrophic damage caused by forces beyond the control of the Purchaser. Catastrophic damage is defined as a major change or damage to timber on the sale area, or access to the sale area, or a combination thereof: (a) caused by forces beyond the control of Purchaser, occurring within a 12 month period, including, but not limited to, wind, flood, earthquake, landslide, fire, forest pest epidemic (except as provided below), or other major natural phenomenon; and (b) affecting the value of any trees or products authorized for sale under the Contract estimated to total (i) either more than half of the estimated timber volume stated in the Notice of Sale; or (ii) more than 2.89 MMBF or equivalent.

A forest pest epidemic shall not be considered catastrophic damage under this clause when the major change or damage to timber is caused by insect and disease that occurs after felling of the timber unless Purchaser is prevented from removing such timber for reasons that would qualify for a Contract Term Adjustment in G-040.

In the event of termination for the reasons stated above, Purchaser shall be entitled to a refund or release of advanced deposits for timber cut but not removed from the sale area, and reimbursement of out-of-pocket expenses incurred as a direct result of termination of operations. Out of pocket expenses do not include, lost profits, attorney's fees, replacement cost of timber, cost or expenses of running a sawmill or other processing facility, expectancy damages, or any other anticipatory expenses suffered by Purchaser.

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, and payment of out-of-pocket expenses but only under the circumstances where the Contract is terminated under G-066, or G-066.1 and the State is required to pay such out-of-pocket expenses. The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State or U.S. Forest Service Advice

No advice by any agent, employee, or representative of the State or U.S. Forest Service regarding the method or manner of performing operations 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 or U.S. Forest Service 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 or U.S. Forest Service shall not be liable for any injuries resulting from Purchaser's reliance on any State or U.S. Forest Service advice regarding the method or manner of performance.

G-090 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary due to the circumstances specified in G-066.1 or G-066. 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 excluded from harvest due to the circumstances to be measured. 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-100 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 shall be paid for at the same rate and manner as other forest products under this contract.

G-110 Title and Risk of Loss

Title. All right, title, and interest in, and to any timber, shall remain in the U.S. Forest Service until it has been cut, measured, and removed from the sale area, at which time title shall vest in Purchaser. Any right of Purchaser to cut and remove the timber from the sale area shall end at the time this Contract terminates. Any timber not removed by the termination date remains the property of the U.S. Forest Service.

Risk of Loss. If timber is destroyed or damaged by an "unexpected event" that significantly changes the nature of the timber, the party holding the timber shall bear the timber value loss resulting from such destruction or damage. An "unexpected event" is defined to mean fire, wind, flood, insects or disease, or any similar cause; except that such losses caused by insect or disease after felling of timber shall be borne by

Purchaser, unless Purchaser is prevented from removing such timber for reasons that would qualify for a Contract Term Adjustment in Clause G-040.

Except as provided above, Purchaser will not be obligated to remove and pay for destroyed timber for which the U.S. Forest Service holds title. If timber is damaged by an unexpected event, and the U.S. Forest Service holds title and risk of loss for the damaged timber, the Contract Administrator shall make an appraisal to determine for each species the difference between the appraised unit value of the timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current contract rates in effect at the time for the value loss shall be adjusted by differences to become the re-determined rates for the affected timber.

There shall be no obligation for the State to supply federal timber, or for the Purchaser to accept and pay for other federal timber, in lieu of that destroyed or damaged. Neither this contract provision, nor any other provision of the Contract, shall be construed to relieve Purchaser of liability for negligence resulting from its operations.

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser.

So far as practicable, Purchaser shall protect roads and other improvements (e.g., trails, telephone lines, ditches, fences) existing in the sale area. When Purchaser's operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Purchaser has identified actions necessary to prevent damage to such property. Purchaser shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner such that utility duplication rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted. In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Purchaser shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.

Any damage to roads and 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. Road is defined as the road bed, including but not limited to its component parts, such as subgrade, ditches, culverts, bridges, and cattle guards. Improvement is defined to include trails, telephone and utility lines, gates, fences, buildings or any other type of structure.

G-121 Exceptions

Exceptions to Purchaser's responsibility for repairs in clause G-120 shall be limited exclusively to the following:

1. Failure of (a) required improvements or roads designated in clause C-050, or

- (b) required or optional construction/reconstruction 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.

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 repair work identified by the State shall be promptly completed by Purchaser at an agreed price. If the Parties are unable to reach an agreement on price, Purchaser shall complete the repairs based on DNR's determination of the price. Purchaser shall be entitled to challenge the costs through the dispute resolution process in clause G-240. 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 the State, agencies of the State, and all officials, agents and employees of the State (hereinafter all collectively referred to as "the State"), from and against all claims arising out of, or in any way whatsoever resulting from, 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 brought against the State, including without limitation claims brought against the State by Purchaser's agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Purchaser's or any subcontractors' performance or failure to perform the Contract. Purchaser's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of the 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 or U.S. Forest Service 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's 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 nonpayment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Purchaser shall furnish the 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, U.S. Forest Service, its elected and appointed officials, agents and employees shall be named as an additional insured 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 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, 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

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 or US Forest Service for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-151 Aviation Insurance

If Purchaser elects or is required to use aircraft to perform the duties as required by this contract, Purchaser shall buy and maintain aircraft liability insurance coverage for bodily injury and property damage, including passengers, for all operations involving the aircraft including, but not limited to, liability assumed under the Contract. The limits shall be not less than per occurrence and a general aggregate limit of \$5,000,000. 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

G-160 Agents

The State's rights and duties will be exercised by the State Forester of the Washington DNR. The State Forester will notify Purchaser in writing who is responsible for administering the Contract (Contract Administrator). The State Forester 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 or U.S. Forest Service has any authority to bind the State or U.S. Forest Service to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this Contract. The Contract Administrator shall be the State's authorized agent for purposes of receipt of notices under G-200. 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 under G-200 from the State, and any limits to this person's authority.

G-170 Assignment of Rights; Delegation of Performance (Subcontracting)

No rights or interest in this Contract shall be assigned by Purchaser without the prior written permission of the State, which approval shall be at the sole discretion of the State. Such approval shall not relieve the Purchaser of his or her responsibilities or liabilities under the Contract and may be given only if the third party assignee (assignee) has not been debarred or suspended from bidding on the award of U.S Forest Service timber sale contracts in accordance with 36 CFR § 223.130 through 36 CFR § 223.145 and: (a) the assignee acquiring the rights of the Purchaser is acceptable to the State under the conditions and requirements then in effect for similar GNA timber sales, and assumes in writing all of the obligations to the State under the

terms of the Contract as to the uncompleted portion; or (b) the rights are acquired by the assignee in trust as security and subject to such conditions as may be necessary for the protection of the public interests. 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 (i.e., subcontractor), but Purchaser is not thereby relieved of any duty to perform or any liability under this contract. Any 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 and 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

All notices required to be given under this Contract shall be in writing and personally delivered to the Party's authorized agent as provided in G-160, or sent by U.S. mail (certified receipt requested), or personally delivered to a Party at the address listed below:

Department of Natural Resources
225 S. Silke Rd.
Colville, WA 99114

TBD Purchaser

A party can designate a different authorized agent or address in writing by serving notice of such change as provided in this clause.

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 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. Purchaser shall not be entitled to any compensation if the Contract is terminated by the State as provided in this clause.

- b. If the contract expires pursuant to clause G-030 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 Operation

The Contract Administrator may suspend any operation of Purchaser under this Contract for any of the reasons stated in G-066, for any other reason as provided for in the Contractor or, if deemed necessary in the public interest.

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 or US Forest Service, Purchaser is entitled to request a contract term adjustment under clause G-040.

If it reasonably appears that the damage that the State or U.S. Forest Service 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 all terms and conditions of this Contract, then the State may elect to terminate the Contract under G-066 just as if the harvest was prevented by a governmental regulation, statute 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 Federal law, is unauthorized. Purchaser agrees to pay two times the current Contract rates for any unauthorized cutting, removal or damage of forest products.

G-240 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this Contract. The Parties agree that these procedures must be followed before a lawsuit can be initiated against the State. Purchaser's failure to submit a request for resolution of a dispute under the procedures set forth shall relieve the State of any obligations whatsoever arising under the Contract. As used herein, a dispute means a demand or assertion by Purchaser seeking, as a legal right, the extension or adjustment of the term of the Contract, or any other relief under the contract, including a claim for the payment of any money.

- a. In the event of a dispute, Purchaser must submit a written request to the State Forester for resolution of any dispute prior to seeking other relief. If the dispute involves a claim for money owed by the State, Purchaser shall submit with the written request a demand for the amount owed and any appropriate data necessary to establish that the amount requested accurately reflects what Purchaser claims is owing under the Contract for which the State is liable.
- b. The State Forester will issue a written decision on Purchaser's request within ten business days for matters not involving a claim for money. In the case of a claim by Purchaser for money owed under the Contract, the State Forester shall render a decision within 30 days, or notify Purchaser of the date when a decision will be issued. The State Forester's decision shall be final unless Purchaser submits a request under c.
- c. Within ten business days of receipt of the State Forester's decision, Purchaser may submit a written request for resolution of the dispute to the Deputy Supervisor 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 State Forester's written decision. Purchaser and the State Forester will have an opportunity to present their positions. The Deputy Supervisor will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

Purchaser is responsible for completing all operations in compliance with all applicable statutes, regulations and laws, and in compliance with all applicable requirements of the USDA Forest Service and the Sxwuytn-Kaniksu "Trail" Environmental Analysis and Decision Notice. Failure to comply may result in suspension, and/or termination 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 and Personal Property Left on US Forest Service Land

All equipment and personal property owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other U.S. Forest Service land by the termination date of this contract. Any equipment or personal property remaining on U.S. Forest Service land 60 days after the expiration of the contract may be removed and disposed of by the State. Purchaser shall pay to the State all costs of moving, storing, and disposing of such personal property and equipment. The State and the U.S. Forest Service shall not be responsible for any damages to or loss of the personal property or equipment, or damage caused by the moving, storing or disposal of the personal property or 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 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 U.S. Forest Service roads and roads for which the U.S. Forest Service has acquired easements; 1932000 (same as E354420A, state road name will be used throughout contract), 1200000 (Mill Creek Rd), 1200200 (NOLA Crk Spur), 1200205 (NOLA Spur A), Loop Spur A, 1900004, 1900097, 5000032, and 5000034. As well as State and Private roads E354410A, E354410B, E354410C, E354411A, E354411B, E354409J, E354415A, E354420A (same as 1932000, state road name will be used throughout contract), E354427A, E334405A, Loop Creek Rd, Loop Spur B, Loop Spur C, Temp 5.1, Temp 5.2, Temp 5.3, Temp 11.1, Temp 13.1, Temp 14.1, Temp 14.2, Temp 17.0, Temp 17.1, Temp 17.2, and Temp 17.3. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

The U.S. Forest Service shall have the right to use any road constructed by Purchaser during the term of the Contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Purchaser when the Contract Administrator determines that such use will not materially interfere with Purchaser's Operations. The State may grant others the right to use the roads constructed by Purchaser during the term of the Contract if such uses are authorized by the U.S. Forest Service and will not materially interfere with Purchaser's operations.

G-320 Erosion Control

Purchaser shall deliver 1000 pounds of grass seed to a location designated by the Contract Administrator.

Seed provided shall meet the following specifications:

31% Bluebunch Wheatgrass; 23% Blue Wildrye; 23% Mountain Brome; and 23% Idaho Fescue. Seed shall be certified weed seed free and premixed in 50-pound bags.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this Contract and examine the sale area before beginning any operations. Purchaser shall furnish the State a written Plan of Operations at the pre-work conference that includes the Harvest Plan required in H-040, and sets forth planned periods for road construction and completion of all other contractual requirements. The State's written approval of the Plan of Operations is a prerequisite to commencement of Purchaser's operations. A revised Plan of Operations shall be submitted by Purchaser for the Contract Administrator's approval to accommodate a contract adjustment under G-040, a contract extension under G-050, or if determined necessary by the Contract Administrator. 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

Purchaser shall protect all survey monuments, witness corners, reference monuments, and bearing trees (hereinafter collectively referred to as "survey markers") against destruction, obliteration, or damage during operations performed under the Contract. If any survey markers are destroyed, obliterated, or damaged by such operations, Purchaser shall hire an appropriate county surveyor or registered land surveyor to reestablish or restore the survey markers at the same location, using surveying procedures as required by the U.S. Forest Service under federal law and the State under RCW 58.24, and shall record such survey in appropriate county records. The Contract Administrator may prescribe in writing additional requirements for protection of monuments, corners, and bearing trees.

G-370 Blocking Roads

Purchaser shall not block USFS System Rds 1200000 "Mill Creek" Road, 5000032, 5000034, Loop Creek Road, or the E354420A, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit/License Agreement Requirements

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

Road Easement with Priest River Land Company #55-002357 dated 6/20/2003.
Road Use Permit #55-105504 dated 8/29/2023, Priest River Land Company to State of Washington

G-385 Road Use Permit - Private

Purchaser must enter into road use permits with Stimson Lumber Company, and Kalispel Tribe of Indians. Purchaser must provide the State with a copy of the executed permits.

Road Use Permit #55-105524 dated 8/29/2023, Stimson Lumber Company to “Purchaser”
Road Use Kalispel Allotment 103.1003, #103-4200252844
Road Use Kalispel Allotment 103.57 Camell Nick Allotment

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.

SECTION P: PAYMENTS AND SECURITIES

P-010 Initial Deposit

Purchaser paid TBD as an initial deposit to the State, which will be maintained until Purchaser has completed all obligations under this Contract. Purchaser shall not be entitled to any interest earned on the initial deposit. However, all or a portion of the initial deposit may be applied as the final payment for the timber if the State determines that adequate security exists for the performance or fulfillment of any remaining obligations of the Purchaser under the Contract. If the Contract expires without Purchaser's payment of the full amount specified in P-024, 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-024 Payment for Forest Products

Purchaser agrees to pay the following rate per ton for forest products conveyed.

<u>Item</u>	<u>Contract Bid Price</u>	<u>Fees</u>	<u>Contract Payment Rate</u>
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Western Red Cedar	\$85.00	\$0.00	\$85.00
Douglas-fir	\$TBD	\$0.00	\$TBD
Lodgepole Pine	\$TBD	\$0.00	\$TBD
Western Larch	\$TBD	\$0.00	\$TBD
Grand Fir	\$TBD	\$0.00	\$TBD
Engelmann Spruce	\$TBD	\$0.00	\$TBD
Subalpine Fir	\$TBD	\$0.00	\$TBD
Western Hemlock	\$TBD	\$0.00	\$TBD
Ponderosa Pine	\$TBD	\$0.00	\$TBD
White Pine	\$TBD	\$0.00	\$TBD

Species that are conveyed but are not listed in the table above shall be paid for at a rate to be determined by the State.

P-027 Payment for Removal of Optional Forest Products

Purchaser agrees to pay the rate of \$2.00 per ton for forest products approved for removal from the sale area under clause H-157.

P-040 Weighing and Scaling Costs

Purchaser agrees to pay for all scaling and weighing costs for logs and other products sold under this Contract. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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-052 Payment Procedure

Purchaser shall pay for forest products removed on a monthly basis. Payments will be submitted to the Northeast Region office on or before the due date shown on the State generated invoice or, according to an alternate payment schedule as approved by the State with at least one payment each month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

Payment will be based on the contract rate multiplied by the tons (tonnage contracts) or volume (mbf contracts) removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending

numerical order with the corresponding ticket number and weight or volume for each load.

P-070 Payment for Products: Damage, Theft, Loss or Mismatch

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-024 shall apply. If such material is not listed in P-024, the State shall establish the rates to be paid.

P-080 Payment Account Refund

Advance payments made under P-045 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Interest shall accrue at the rate of five percent per month, or fraction thereof, on any balance owed after expiration of the thirty days.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date of the sale, security acceptable to the State in the amount of \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract, and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 62A.5 (Letters of Credit).

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 until all contractual obligations of the Purchaser are satisfied. 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 amount of the performance security required under the Contract after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Purchaser.

SECTION L: LOG DEFINITIONS AND ACCOUNTABILITY

L-010 Forest Products Conveyed

Forest products conveyed are all logs or parts of logs described by the 'Products Sold and Sale Area' (G-010) clause meeting the removal requirements listed in the 'Required Removal of Forest Products' (H-150) clause.

L-060 Load Tickets

Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the State to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Purchaser shall account for all load tickets issued by the Contract Administrator. The State may treat load tickets not accounted for as lost forest products. All costs associated with computing the billings for lost loads shall be borne by Purchaser.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this Contract must be approved by the State. Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

SECTION H: HARVESTING OPERATIONS

H-001 Operations outside the Sale Boundaries

No operations shall occur outside the sale boundaries, unless approved in writing by the Contract Administrator. Exception to this is cable logging for Unit 9 landing on Stimson Lumber Company land along Loop Creek Rd, only allowing processing and decking of timber, the slash pile must be skid to adjacent FS land within Unit 9

H-10 Cutting and Yarding Schedule

Falling and skidding will not be permitted from February 15 to May 31 due to spring breakup unless authorized in writing by the Contract Administrator.

The South half of Unit 16 and all of Unit 17 fall into Big Game Winter Range timing restrictions from December 1 to March 31. Unit 17 ROW has slight overlap with FS Kal-Moon TS Unit 75 and needs Contract Administrator approval before entry.

Falling and skidding in Units 11 and 12 is only allowed under winter conditions.

Winter conditions are met by 8 inches of compacted snow or hard frozen ground or a combination of both and confirmed in writing by the Contract Administrator. Reason for restriction: Minimize soil compaction and potential of sediment delivery to NOLA creek.

Hauling and roadwork is prohibited on the E354420A accessing Units 1-3, from March 1 – August 31 due to Goshawk nesting restrictions. Harvest, roadwork, and hauling is prohibited in Unit 6, 8, 9, and Loop Creek road from January 1 – August 15 due to Bald Eagle nesting restrictions.

No harvesting, hauling of timber or moving equipment will occur on Memorial Day weekend, Fourth of July weekend (a minimum of July 3-5) and Labor Day weekend, unless approved by the Contract Administrator.

H-11 Certification of Fallers and Yarder Operators

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

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

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

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

H-12 Leave Tree Damage Definition

Leave trees are trees required for retention within the sale area. Purchaser shall protect leave trees from being cut, damaged, or removed during operations.

Excessive leave tree damage exists when more than 5 percent of the leave trees are damaged in a unit and when one or more of the following criteria occur as a result of

Purchaser's operation, as determined by the Contract Administrator:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 200 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave 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 leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

H-14 Cable Yarding Corridor Requirements

Cable yarding corridors are subject to the following requirements:

- a. Location of cable yarding corridors must be marked by Purchaser and approved by the Contract Administrator prior to use.
- b. Cable corridor shall not exceed 12 feet in width, including rub trees.
- c. Excessive soil damage is not permitted within corridors. Excessive soil damage is described in clause H-017.
- d. Avoid cable yarding in, across, adjacent, or parallel to stream channels where possible. When it is necessary to yard across stream channels, crossings need to be as close to perpendicular as possible and cribbing shall be in place when full suspension is not possible.
- e. Corridors shall be located in a manner to minimize the damage to or removal of leave and/or reserve trees. Leave tree damage is described in clause H-012.
- f. Timber in cable yarding corridors shall be felled and yarded prior to the falling of adjacent timber.
- g. Corridors shall be water barred at the time of completion of yarding, if required by the Contract Administrator.
- h. Once a cable yarding corridor is closed, Purchaser may not reopen that cable yarding corridor unless approved in writing by the Contract Administrator.

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

H-16 Skid Trail Requirements

A skid trail is defined as an area that is used for more than three passes by any equipment. Purchaser shall comply with the following during the yarding operation:

- i. A skid trail will not exceed 16 feet total width, including rub trees. The machine footprint will not exceed 12 feet in width.
- j. Skid trails shall not cover more than 15 percent of the total acreage on one unit.

- k. Skid trails should be re-established on previous skid trail locations, except where existing trail are causing detrimental soil or hydrologic conditions that could be avoided with alternate skid trail locations.
- l. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- m. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- n. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- o. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.
- p. Skid trails will be water barred and rehabilitated as necessary to assure that normal drainage patterns are maintained.

Purchaser shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator. The Contract Administrator may stop harvest and skidding operations if excessive damage is occurring.

H-17 Preventing Excessive Soil Disturbance

Fine and coarse organic matter shall be retained outside of skid trails on top of the soil with a minimum of 50% soil cover. Where practicable exposed soil surfaces will be covered with slash or seeded with weed free grass seed. The Contract Administrator will monitor skidding operations to ensure moisture content of soil is not exceeding acceptable moisture levels in order to minimize detrimental soil impact. If detrimental conditions are observed skidding will be prohibited.

To reduce damage, the Contract Administrator may require water bars to be constructed, or other mitigation measures to be taken by the Purchaser. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator

H-025 Timing Requirements for Timber Removal

All forest products as described in the H-150 Clause must be removed within 30 days of being felled.

H-030 Timber Falling

Protect all authorized improvements (access roads, fences, power lines). Trees are to be felled away from improvements. Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of forest products and other valuable materials

conveyed.

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 each operating season for planned units. The plan shall address the harvest and haul operations and be presented to the Contract Administrator at the pre-work conference. 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-050 Rub Trees

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

H-052 Branding and Painting

All timber shall be painted with a spot of highway yellow paint not less than three square inches in size, and branded on each end with a hammer brand approved by the State prior to removal from the sale area. Purchaser shall not use the brand pattern selected to mark timber from another source in violation of the requirements set forth in 36 CFR § 223.195.

H-060 Skid Trail Locations

Skid trail locations shall be approved by the Contract Administrator prior to harvesting. Skidding equipment shall travel on designated skid trails, re-use old skid trails.

Skid Trail Spacing: 100 feet apart edge to edge, except when converging at landings or avoiding obstacles – feller-bunchers are allowed limited passes off trail.

Some Riparian Areas have identified skid trails utilizing existing road prisms that allow skidding along them. No other skid trails are allowed in Riparian Areas, 3 or more passes with equipment qualify as a skid trail.

Forwarder Trails: 50 feet apart edge to edge except when converging at landings or avoiding obstacles. Four to Eight inches of compacted slash should cover forwarder trails, harvesters are allowed limited passes off trails.

Tethered Assisted Steep Slope Machine Cutting/Bunching: 40 to 50 feet apart edge to edge

(depending on the capability of the machine), except when converging at landings or avoiding obstacles.

Unit 6 was identified to have detrimental soil conditions due to the amount of previous roads and equipment trails. Re-use of existing trails is required and new trails will be limited.

H-080 Snags Not to be Felled

While providing for worker safety, retain snags that are 14"+ diameter at breast height (dbh), except when these snags are necessary to be felled for new roads, equipment corridors and landings. Snags over 14" dbh felled to provide for safety or for other reasons listed above shall not be removed and must remain where felled. Areas may be excluded from these requirements by the Contract Administrator.

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be felled by hand or mechanical means and yarded by ground-based equipment, cable or tether system unless authority to use other equipment is granted in writing by the State.

With the exception of feller-bunchers and harvesters, all equipment shall be kept on designated skid trails. Purchaser shall minimize feller-buncher and harvester trips to one pass off the main trails.

Slope Limitations for ground-based equipment are as follows:

- a. Rubber tired skidders should be limited to slopes less than 35%. Short slope lengths may be steeper, at the discretion of sale administrators. Adverse skidding with rubber-tired skidders is limited to slopes less than 20%.
- b. Feller bunchers, harvester-forwarder systems, and other tracked heavy equipment should be limited to slopes less than 45%. Short slope lengths may be steeper at the discretion of the sale administrator in consultation with soils specialist.
- c. Tethered assisted steep slope machines (SSM) should be limited to slopes less than 70%. SSM should be tethered on slopes greater than 45%. Tethered equipment must remain on the SSM equipment and practices should conform to Washington State Department of Labor and Industries Technical Report Number 98-02-2019.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State and Federal Land

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

H-131 Hauling Schedule

The hauling of forest products will not be permitted on all roads from February 15 to May 31 due to spring breakup unless authorized in writing by the Contract Administrator.

No harvesting, hauling of timber or moving equipment will occur on Memorial Day weekend, Fourth of July weekend (at minimum from July 3-5), and Labor Day weekend, unless approved by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- 1) Road salts shall not be applied to USFS roads for dust abatement or removing ice from road surfaces.
- 2) Hand felling of trees and retrieval with bull line and chokers may be required in isolated areas or cable units.
- 3) WP and PP release and regeneration cuts, remove all other species <20" DBH within 50' of >16" DBH WP and PP.
- 4) Appropriate warning signs shall be posted at locations designated by the Contract Administrator.
- 5) If snow plowing occurs, it shall be done under an approved Snow Plowing Agreement and require, among other things, that snow berms shall be removed at locations designated by the Contract Administrator.
- 6) No fuel storage or refueling will occur within 300' of Fish Streams and 150' of Non-Fish streams. Additionally, parking, staging areas, and landings will be located outside of these areas unless there is no other suitable location.
- 7) All slash shall be piled at landings and all landings shall be separated from the road prism at completion of harvest.
- 8) Any proposed external skid trails to be located on U.S. Forest Service lands shall be flagged by the contractor and approved by the Contract Administrator in writing prior to use.

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:

- 1) Work with Adjacent CNF operations to develop a *Maintenance and Construction Plan* that coordinates the use and maintenance of shared haul routes, primarily the use of the 5000032, 5000034,

and temp 17.0 rds. *Maintenance and Construction Plan* will be approved by the DNR Contract Administrator and CNF Contracting Office to address responsibilities and timing of needed maintenance.

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

H-150 Required Removal of Forest Products

Purchaser shall remove from the sale area and present for scaling or weighing all forest products conveyed in the G-010 clause that meet the following minimum dimensions:

Species	Net bd ft	Log length (ft)	Log dib
All WRC, PP	10	12	5.6
All other conifer species	10	12	4.6

The State may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this contract. At the State's option, forest products left on the sale area upon termination of the Contract that meet the above specifications may be scaled for volume, or measured and converted to weight, by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the H-150 Clause, the payment rates in clause P-027 shall apply.

Forest products designated as optional shall be decked separately from forest products designated as required as removal. Prior to removal from the sale area, optional forest products as described in this clause must be inspected and approved by the Contract Administrator. Optional forest products may not be mixed with forest products that are required for removal by this contract and shall be removed from the sale area in separate truckloads using load tickets specified by the Contract Administrator. If the optional forest products not designated in H-150 are not removed within 30 days of being felled, the optional material/debris must be disposed of according to the written agreements required by the S-030 and S-035 Clauses.

All material removed under this clause is subject to the same log and load accountability rules defined in the Log Definitions and Accountability section of this

contract. Purchaser shall follow the payment procedures as required in the P-052 clause and will submit a separate summary report for all forest products removed from the sale area under the authority of this clause.

H-160 Mismatch

Mismatch is defined as forest products remaining on the sale area that would have met the specifications in clause H-150 if bucking lengths had been varied to include such products.

The State may treat mismatch as a breach of this contract. At the State's option, forest products that are left on the sale area may be scaled for volume by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling and computing the billing will be borne by Purchaser.

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 otherwise 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 Area

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

H-250 Additional Falling Requirements

- 1) Leave tops attached if cable yarding units to reduce slash in units.
- 2) Within all units, all live conifer stems > 3 feet tall and less than 6 inches DBH, shall be felled concurrently with felling operations. The Contract Administrator may exclude areas of healthy regeneration of WP, PP, and WL from this requirement. Unit 9, in the ground based portion of the unit, has high stocking of desirable regeneration that shall be protected and thinned of the less desirable regeneration.

H-260 Fall Leaners

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

SECTION C: CONSTRUCTION AND MAINTENANCE

C-040 Road Plan

Purchaser shall comply with all of the road construction, associated work provisions, and all other terms and conditions of the Road Plan for this sale, dated October 15, 2023, which Road Plan is hereby made a part of this Contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform road maintenance and repair work at their own expense on the; 1200000 (Mill Creek Rd), 1200200 (NOLA Crk Spur), 1200205 (NOLA Spur A), 1900004, 1900097, 1932000, 5000032, 5000034. As well as State and Private roads E354410A, E354410B, E354410C, E354411A, E354411B, E354409J, E354415A, E354420A, E354427A, E334405A, Loop Creek Rd, Loop Spur A, Loop Spur B, Loop Spur C, Temp 5.1, Temp 5.2, Temp 5.3, Temp 7.1, Temp 11.1, Temp 13.1, Temp 14.1, Temp 14.2, Temp 17.0, Temp 17.1, Temp 17.2, and Temp 17.3. All work shall be completed to the specifications detailed in the Road Plan, Road Use Permits, and Forest Practices Applications.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction. Unit 9 has one landing that will fall on Stimson Lumber Company land and addressed in the Road Use Permit #55-105524. Landing, processing, and decking are allowed, but the slash pile must be on adjacent US Forest Service land. All Landing slash piles shall be at least 20 feet away from Unit boundaries and RMA boundaries.

C-130 Dust Abatement

Purchaser shall abate dust on the following roads July 1 through September 30 unless waived by the Contract Administrator in writing: E354420A (1932000), E354409J, E354415A, E354410A, E354410B, E354410C, E354411A, E354411B, 1200000 (Mill Creek Rd), E354427A, Loop Creek Rd, Loop Spur A, Loop Spur B, Loop Spur C, E334405A, 1900004, 5000032, and the 5000034 rds. The Contract Administrator may require Purchaser, by written notice, when deemed necessary to: (1) abate dust on the roads designated even after a waiver has been granted if conditions change or during any time before or after the period specified; and (2) require Purchaser to abate dust on any other roads affected by the operations under this Contract. Materials used for dust abatement, other than water, will require approval of the State and shall meet specifications furnished by the US Forest Service.

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) Plan shall be provided to the Contract Administrator containing but not limited to, a plan for the prevention and reporting of wildfires within the sale area; a communication plan for reporting wildfires; a description of fire prevention and control measures on the logging unit; and a list of qualified personnel and equipment available for implementing the plan. The ERP shall include the valid contact numbers for qualified personnel available for implementing the ERP, and the equipment available, and procedures for responding to, medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity occurring 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 to the Contract Administrator for inspection and approval at the pre-work meeting and kept readily available to all personnel, including subcontractors, on site during active operations. Purchaser shall make any revisions to the ERP required by the Contract Administrator, either upon initial inspection or anytime thereafter, required for operations within the sale area during the Contract.

S-010 Fire Hazardous Conditions

Fire Precautionary Period. The fire precautionary period or “closed season” for this Contract is April 15 to October 31. The Contract Administrator may change the dates of the closed season by advance written notice. Required tools and equipment shall be kept in serviceable condition and immediately available for firefighting at all times during Purchaser’s Operations in Fire Precautionary Period.

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations under this Contract 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. Purchaser shall, both independently and in cooperation with the State and U.S. Forest Service, take the highest degree of care to prevent fires resulting from Purchaser’s Operations. Purchaser shall furnish and maintain in good and serviceable conditions such wildland firefighting tools and equipment, and take such fire prevention measures as may be required by the US Forest Service or the State to meet the fire protection requirements of the Contract and the existing fire danger. The requirements shall not be less than are required under the laws of the State of Washington (i.e. WAC 332-24-401 through .411).

In the event of an uncontrolled fire, Purchaser shall immediately report the incident to the appropriate authorities specified in the ERP. Purchaser agrees to provide equipment

and personnel working at the site to safely and effectively engage in first response suppression activity. Purchaser agrees to reimburse the State and U.S. Forest Service for the cost of fire suppression incurred as the result of the negligence or willful acts of its employees, agents, subcontractors, etc.

The Contract Administrator may require the Purchaser to suspend any or all of Purchaser's Operations when ignition conditions identified in the ERP are met, or when fire is within or threatening the Operational Area. 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.

Units 5, 6, 9, and 10 require Extreme Hazard Abatement. Due to Le Clerc Rd N, Riverbend Community, and Power lines. See Clause S-035.

S-030 Landing Debris Clean Up

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

Purchaser shall create and maintain the landing pile in Unit 10 in a manner that will protect adjacent improvements in the Riverbend Community from risk of fire.

Purchaser shall ensure that a 3' wide mechanical fire line, down to bare mineral soil, is in place around the landing pile.

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.

Slash and other harvest generated material shall be promptly removed from roads, ditch lines, and other improvements.

Extreme Fire Hazard Abatement precautions must be taken in Unit 10 due to proximity to Le Clerc Rd N and Riverbend Community as well as within 100' of power lines in units 5, 6, and 9. All slash shall be machine piled (10'x 10'x 10') immediately after harvest activities have been completed.

S-040 Noxious Weed Control

Purchaser shall thoroughly pressure wash all harvest equipment prior to entry onto U.S. Forest Service land, or before moving equipment between infested sites, to remove all contaminated soils, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. The Contract Administrator reserves the right to also require the cleaning of equipment as required by this clause in cases where equipment is being moved onto non-federal lands.

Purchaser shall notify the Contract Administrator in advance of moving all off-road logging and construction equipment onto US Forest Service lands. Notification will include a location approved by the Contract Administrator where the equipment will be cleaned by the Purchaser, and made available for inspection by the State at a time agreed

by the Parties. Only logging and construction equipment cleaned as required under this clause, and inspected by the Contract Administrator (or designee), will be allowed to operate on federal lands within the sale area. All subsequent move-ins of equipment to the sale area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars and similar vehicles.

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck or 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 because 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 streambed and bank vegetation.

S-120 Stream Protection

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

S-130 Hazardous Materials

- a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but

may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Purchaser shall be responsible for restoring the site in the event of a spill.

b. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that prevents the release of hazardous materials, including petroleum products, into the environment (water, air or land). If the total oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, the purchaser will prepare and provide the Contract Administrator a Spill Prevention Control and Counter Measures Plan prior to commencing operations. The plan shall meet EPA requirements including certification by a registered professional engineer.

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 4 to 6 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. 29 CFR 1910.120(j)(1)(vii)).

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported to the Washington State Department of Ecology Eastern Region Office at 1-509-329-3400. 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 addition to the above, Purchaser shall immediately notify the Contract Administrator if any leakage or spillage enters any stream, watercourse or area of open water.

S-131 Refuse Disposal

All Purchaser generated refuse shall be removed from State or U.S. Forest Service lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on State or U.S. Forest Service lands. All refuse shall be transported in a manner such that it complies 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-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State 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.

D-021 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the contract term results in substantial injury to the State and the U.S. Forest Service. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts national forest management plans as regards forest health and the state's role in implementing such plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

$$LD = .35V-ID-P+C+A$$

Where:

LD = Liquidated Damage value.

V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal tonnage to date from the cruised tonnage multiplied by the contract bid rates.

ID = Initial Deposit paid at date of contract that has not been applied to timber payments.

P = Advance payments received but not yet applied to specific contract requirements.

C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.

A = Administrative Fee = \$2,500.00.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N.$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

LD = Liquidated damage value

N = Number of days from date of breach to date payment is received.

D-030 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the State can result in substantial injury to the State or US Forest Service. Failure to properly account for loads and scaling and/or weighing information can result in loss to the State or US Forest Service. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the State's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and \$250 each time a ticket is either lost or otherwise unaccounted for.

D-040 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in Clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the National Forest. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000 per tree for all damaged trees in the sale area.

SECTION M: MISCELLANEOUS

M-010 Federal Endangered Species Act

The Federal Endangered Species Act of 1973 (ESA), 16 USC § 1531 et seq., prohibits a person from taking any federally listed threatened or endangered species. Taking under the federal ESA may include alteration of habitat. Neither this Contract, or the State's approval of Purchaser's Plan of Operations, is certification that Purchaser's operations under the plan are lawful under the ESA. Purchaser's compliance with the plan is not in lieu of compliance with any federal requirements under the ESA or its implementing regulations. M-020 Forest Resources Conservation and Shortage Relief Act of 1990.

Purchaser must comply with the provisions of the Forest Resources Conservation and Shortage Relief Act of 1990 (Act), (16 USC 620 et seq.), and its implementing regulations (36 CFR § 223.185 et seq.), as the Act and rules now exist or are hereafter amended. Prior to award, during the life of this contract, and for a period of three years from the Contract Termination Date, Purchaser shall upon request furnish to the State and the U.S. Forest Service records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates. Prior to delivering unprocessed timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will: (i) identify the Federal origin of the timber; (ii) specify domestic processing for the timber involved; (iii) require the execution of such agreements between the parties to any subsequent transactions involving the timber; (iv) require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and (v) otherwise comply with the requirements of the Act, 16 USC 620(d). No later than 10 (ten) days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to U. S. Forest Service a copy of each such agreement. Purchaser shall retain, for three years from the Termination Date, the records of all sales, exchanges, or dispositions of all timber. For breach of this Subsection, the State may terminate this contract and the U.S. Forest Service may take such other action as may be provided by statute or regulation, including the imposition of penalties. When the Contract is terminated by the State for a violation of the Act or rules under this clause, the State shall not be liable for any Claim submitted by Purchaser relating to the termination.

M-030 Debarment, Suspension, Ineligibility, and Exclusion.

Purchaser is a corporation organized and existing under the laws of the State of Washington and certifies by execution of the Contract that it is not, nor are its principals, presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or excluded from participation in any transaction with the Federal government. Purchaser shall immediately notify the State without undue delay if it receives a notice from the Federal government that it or its principals are proposed for debarment or suspension, or are debarred, suspended, declared ineligible, or excluded from participating in a transaction with the Federal government.

Purchaser shall require all subcontractors to provide written certification that they are not debarred, suspended, ineligible, or excluded from participating in a transaction with the Federal government. (Execution of Department of Agriculture Form AD-1048 is sufficient to satisfy this requirement.) Purchaser shall maintain a file of

certifications and provide a copy to the Contract Administrator upon request.

M-040 Certification Regarding Felony Conviction and Tax Delinquent Status.

Purchaser, by signature below, certifies that: (1) Neither the corporation or its principals have been convicted of a felony violation under any Federal law within the preceding 24 months of the effective date of the Contract; and (2) Neither the corporation or its principals have failed to file all Federal tax returns required during the three years preceding the Contract; have been convicted of a criminal offense under the Internal Revenue Code; or have been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default,

M-050 Human Remains, Artifacts, and Other Cultural and Historic Items

In the event that human remains, burials, funerary items, sacred objects, object of cultural patrimony, prehistoric artifacts (i.e., arrowheads, spear points, motors, pestles, other ground stone tools, knives, scrapers, or flakes from the manufacture of tools, fire pits, peeled trees, etc.) or historic period artifacts or features (i.e., fragments of old plates or ceramic vessels, weathered glass, dumps of old cans, cabins, root cellars, etc.) are found during project implementation, work on the site shall cease immediately to protect the find from further damage or disruption and the U.S. Forest Archeologist will be notified. No further work shall be allowed on the site until the Forest Archeologist has approved a plan for managing or preserving the remains or items.

M-060 Payment of Taxes

The State makes no representations concerning tax liability or consequences arising from the purchase of Federal timber under the Contract. It is Purchaser's sole responsibility to pay all taxes owed, including any forest excise taxes under RCW 84.33.

M-070 Non-Discrimination in Employment

In connection with the performance of work under this Contract, Purchaser agrees not to discriminate against any applicant for employment, employee, or independent contractor based on race, color, national origin, sex, religion, age, disability, sexual orientation, or marital status. This shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Purchaser agrees to comply with all federal and state laws governing non-discrimination in employment applicable to the work performed under the Contract.

M-080 Records

Purchaser shall maintain all reports, data, correspondence, other and information pertaining to this Contract for a period of 6 years, and provide copies to the State upon request.

M-090 Waiver

Any provision of the Contract that is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of the Contract, such other provisions remaining in full force and effect.

M-100 Severability Clause

Any provision of the Contract that is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of the Contract, such other provisions remaining in full force and effect.

M-110 Effective Date

This Contract shall be effective upon the date signed by the State of Washington, Department of Natural Resources.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

State Forester

Date: _____
Address: _____

Date: _____

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 _____

SCHEDULE A: MILL CREEK

Leave Tree Selection Criteria

General Harvest Instructions

- 1.** All persons engaged in the felling of timber and manufacturing of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that take tree selection, log utilization, or manufacturing has been performed in a manner that does not achieve silvicultural objectives, optimize value, or otherwise causes damage to the State or U.S. Forest Service.
- 2.** Unit boundaries are marked with pink flagging, white “Timber Sale Unit Boundary” tags along with orange flashers. Riparian management areas are behind blue flagging, with blue “Special Management Area” tags and bounded by pink flagging and tagged with white “Timber Sale Boundary” tags at unit edge. Right of Way boundaries are marked with orange “Right of Way Boundary” tags. See unit Maps and Cruise Narrative.
- 3.** Follow the prescribed cutting instructions according to the unit or treatment area which is being harvested.
- 4.** Harvest all green DF/WL/AF/ES/WH/GF/LP that is not described as being a leave tree, capable of at least yielding a log with a 4.6” small end DIB and all PP (in Unit 15 only) and RC that is not described as being a leave tree, capable of at least yielding a log with a 5.6” small end DIB, that is at least 12’ long in all units.
- 5.** The irregular availability of quality leave trees and clumped nature of merchantable trees may result in spacing distances greater than 100’ or less than those described for individual unit target spacing indicated in #6 below. Harvested openings shall not create voids of greater than 400’ between leave trees.

Stocking level can be variable and is based on tree selection.

High end of the Stocking Level: Leave all available desirable trees up to the high end of the stocking level.

Low end of the Stocking Level: When desirable trees are not available to meet the low end of the stocking level, leave the healthiest suitable leave trees up to the low end of the stocking level.

Areas below the Stocking Level: Do not leave unsuitable trees. The stocking level does not apply to:

- Areas that do not have enough suitable leave trees to meet the low end of the stocking level; in these areas leave only the available suitable trees.

Desirable: Trees with green foliage, good height to diameter ratios, high species preference, zero to low defect, with crowns greater than 30%.

Suitable: Trees with green foliage, good height to diameter ratios, moderate species preference, slight to moderate defect, with crowns greater than 30%.

Unsuitable: Trees with dying foliage, poor height to diameter ratios, low species preference, heavy defect, with poor crowns less than 30%.

General vision: Variable spacing of leave trees is desired since it enhances resilience to disturbances.

Recent monitoring has highlighted that: 1) our treatments tend to have too many trees left as individuals and not enough trees in clumps of 5 or more trees; and 2) our treatments don’t create enough open space between tree crowns. In other words, our leave trees are spaced too uniformly.

6. Adhere to the following leave tree requirements

- I. All Units, 1-17, are prescriptive harvest, see individual unit descriptions.
- II. Riparian Management Areas (RMA) are located within the boundaries of Units 5, 8, 10, 11, 12, 13, 14, 15, and 16, and are delineated on the ground with blue flagging and blue “Special Management

Area” tags. Focus on retaining desirable and vigorous trees and species suitable to long-term success at that location. The RMA treatments are intended to be “Feathered Edge” transitions between uplands treatment and riparian areas. Skid trails (3 or more passes) are not allowed in RMA’s except for the previously identified trails indicated on the maps.

III. The following applies to all units:

- a. Leave all 20” DBH and larger conifer trees with the exemption for GF being 21” DBH and those that need to be removed for landings, corridors and roads.
- b. Leave all WP and WBP except within R.O.W boundary tags.
- c. Leave all PP except within R.O.W boundary tags and in Unit 15 where PP is a biddable species.
- d. Leave tree species preferences in order of WP/PP/WL/DF. In drainages or areas where WP, PP, WL, and DF are not present RC/WH/ES with a focus on health and clumping.
- e. Leave all hardwood species.
- f. Leave all snags greater than 14” DBH, except when these snags are necessary to be felled for worker safety, new roads or equipment corridors or landings. Snags over 14” DBH shall not be removed and must remain where felled. Areas may be excluded from these requirements by the Contract Administrator.
- g. Retain live trees 14” DBH or larger where available that have old raptor nests. While providing for worker safety, retain up to 12 trees per acre where available of this size that are broken-topped, hollow, or that contain obvious woodpecker cavities. Some trees may need to be felled within new equipment or road corridors, as well as landings.
- h. Western Larch with Dwarf Mistletoe ratings of 1 or less based on the Hawksworth rating score may be left if there are no suitable trees available. (See mistletoe rating guide).
- i. If aspen clumps are encountered (3 live aspen trees greater than 5” dbh having boles within 15’ of another) remove all trees within 50’ except the required leave all species and the most desirable WL with greater than 50% crown ratios.
- j. Avoid leaving trees with poor height to diameter ratios 10:1. An example is a 10” DBH that is 100’ tall. These trees are overly tall and skinny and are prone to windfall and stem breakage.
- k. Remove trees with severe insect or disease problems, or with severe physical defects or damage, dwarf mistletoe, or root collar pitching due to root rot, or less than 35% crown ratio with 25% of the foliage fading with yellow to red coloring (except WL in Fall and any live WP) that is not being left as a wildlife tree.
- l. WP/PP Release; cut all other species <20” dbh within 50’ of >16” WP and PP.
- m. Basal area retention applies to areas where desirable and suitable leave trees are available. Areas of unsuitable trees will not be counted toward basal area retention.
- n. Healthy Regeneration applies to young and small trees (generally less than 6”) with green foliage and greater than 50% crowns in WP/PP/WL/DF.
- o. Exceptions to leave tree requirements may be granted in writing by Contract Administrator to ensure feasibility and safe operations.

Unit 1: 15 acres

This unit is ground based variable density shelterwood establishment. Goshawk timing restrictions.

- Remove trees from below for an overall (live) unit target BA of 20-40 ft²/ac or 15-25 TPA.

Unit 2: 163 acres

This unit is ground based variable density commercial thin. Goshawk timing restrictions.

- Remove trees from below for an overall (live) unit target BA of 40-80 ft²/ac or 20-60 TPA.

Unit 3: 30 acres

This unit is ground based variable density commercial thin. Goshawk timing restrictions.

- Remove trees from below for an overall (live) unit target BA of 40-80 ft²/ac or 20-60 TPA.

Unit 4: 34 acres

This unit is a combination of tether/cable-skid and ground based variable density commercial thin with a 5-10 acre sanitation cut of diseased GF on the south portion of the Unit.

- Remove trees from below for an overall (live) unit target BA of 60-120 ft²/ac or 20-60 TPA.

Unit 5: 127 acres

This unit is a combination of ground and tether/cable-skid based variable density commercial thin with group selection.

- Remove trees from below for an overall (live) unit target BA of 40-70 ft²/ac or 30-60 TPA.
- Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 40-60 TPA.

Unit 6: 13 acres

This unit is combination of tether/cable-skid and ground based variable density commercial thin. Bald Eagle timing restrictions.

- Remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 20-60 TPA.

Unit 7: 0 acres

Dropped

Unit 8: 29 acres

This unit is combination of tether/cable-skid and ground based variable density commercial thin. Bald Eagle timing restrictions.

- Remove trees from below for an overall (live) unit target BA of 40-60 ft²/ac or 20-40 TPA.
- Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 40-60 TPA.

Unit 9: 31 acres

This unit is combination of tether/cable-skid and ground based variable density commercial thin. Bald Eagle timing restrictions.

- Remove trees from below for an overall (live) unit target BA of 30-100 ft²/ac or 20-60 TPA.
- Extra care taken to protect and thin desirable regeneration throughout the unit.

Unit 10: 11 acres

This unit is a ground based variable density commercial thin and has limited operational hours between 6 am – 6 pm due to location adjacent to Riverbend community.

- Remove trees from below for an overall (live) unit target BA of 30-100 ft²/ac or 20-60 TPA.
- Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 40-60 TPA.
- Pend Oreille County – Community Wildfire Protection Plan (CWPP): Power line infrastructure protection, remove all conifers (excluding WP) <20” dbh within 50 ft of power line corridor.

Unit 11: 3 acres

This unit is a ground based variable density shelterwood establishment. Winter harvest conditions apply as described in Clause H-10.

- Remove trees from below for an overall (live) unit target BA of 20-40 ft²/ac or 12-20 TPA. The availability of suitable trees will determine final BA and TPA at most locations: Targets may not be achieved in areas that lack priority leave trees.

Unit 12: 10 acres

The management in this unit is a ground based variable density commercial thin. Winter harvest conditions apply as described in Clause H-10.

- Remove trees from below for an overall (live) unit target BA of 40-100 ft²/ac or 20-60 TPA.

Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 40-100 ft²/ac or 40-60 TPA.

Unit 13: 18 acres

This unit is a ground based variable density commercial thin.

- Remove trees from below for an overall (live) unit target BA of 20-60 ft²/ac or 12-60 TPA.
- Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 40-60 TPA.

Unit 14: 7 acres

This unit is a ground based variable density commercial thin.

- Remove trees from below for an overall (live) unit target BA of 20-60 ft²/ac or 20-40 TPA.
- Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 40-60 TPA.

Unit 15: 39 acres

This unit is a ground based variable density commercial thin.

- Remove trees from below for an overall (live) unit target BA of 40-80 ft²/ac or 20-60 TPA.
- Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 40-60 TPA.

Unit 16: 52 acres

This unit is a ground based variable density commercial thin with the south half being under Big Game Winter Range restrictions.

- Remove trees from below for an overall (live) unit target BA of 40-80 ft²/ac or 20-60 TPA.
- Riparian Area treatments, remove trees from below for an overall (live) unit target BA of 60-100 ft²/ac or 40-60 TPA.

Unit 17: 44 acres

This unit is combination of tether/cable-skid and ground based variable density commercial thin. Unit falls in Big Game Winter Range restrictions due to the 5000032 Rd being closed to all activities.

- Remove trees from below for an overall (live) unit target BA of 30-60 ft²/ac or 20-40 TPA.

ROW: 5 acres

- Remove all trees within the R.O.W tags, orange banded trees along E334405 rd, or as described as Right of Way in the associated Road Use Permits with Stimson Lumber Company #55-105524 and Priest River Land Company #55-105504.

The 6-class dwarf mistletoe rating system (DMR) (Hawksworth 1977)

Instructions

STEP 1. Divide live crown into thirds.

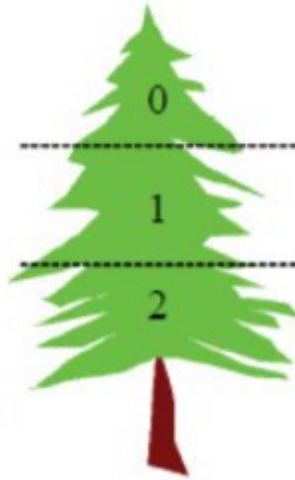
STEP 2. Rate each third separately.

Each third should be given a rating of 0, 1 or 2 as described below.

- (0) No visible infections.
- (1) Light infection (1/2 or less of total number of branches in the third infected).
- (2) Heavy infection (more than 1/2 of total number of branches in the third infected).

STEP 3. Finally, add ratings of thirds to obtain rating for total tree.

Example



If this third has no visible infections, it's rating is (0)

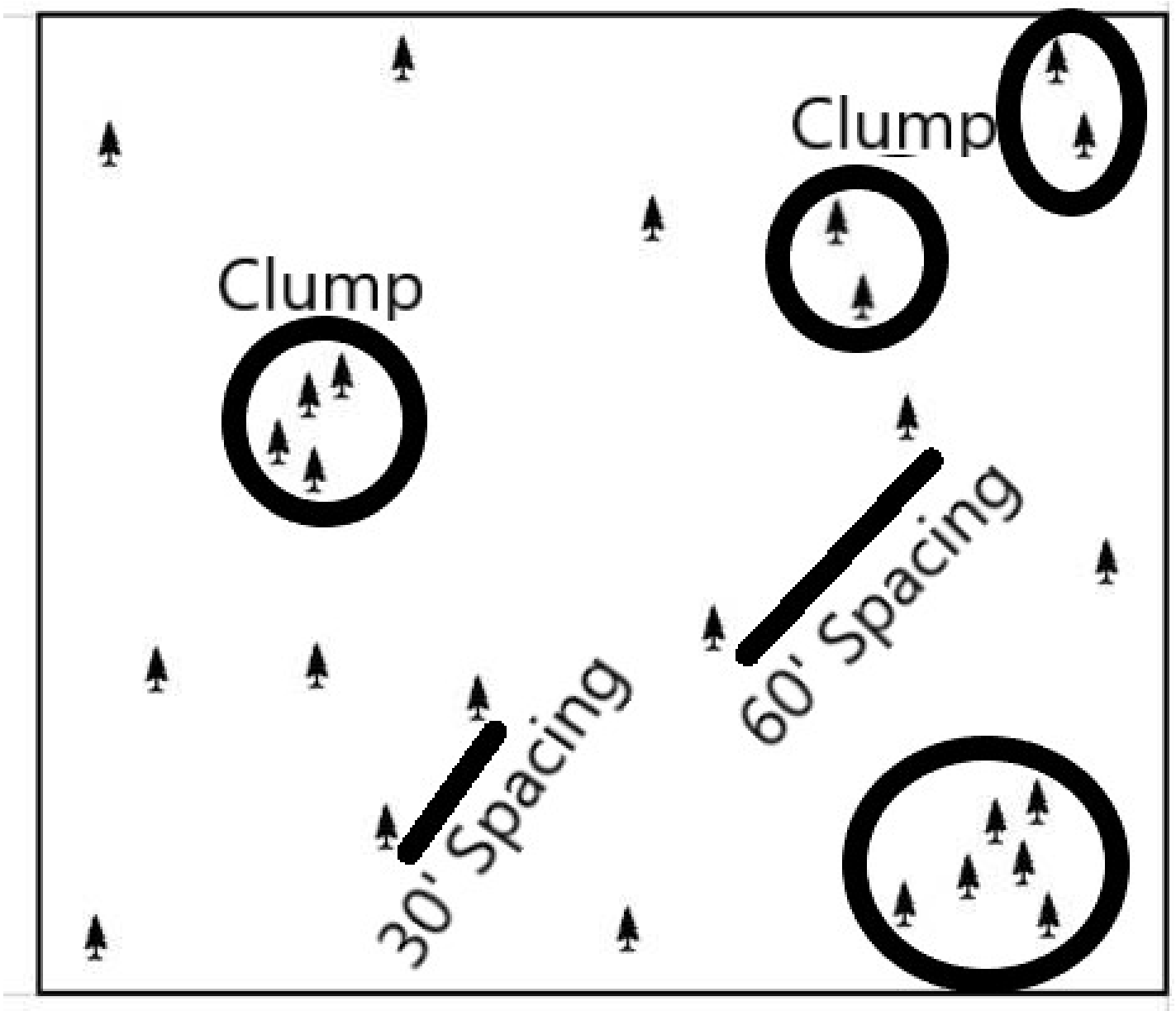
If this third is lightly infected, it's rating is (1)

If this third is heavily infected, it's rating is (2)

The tree in this example will receive A rating of $0+1+2=3$.

Leave Tree Clumping Aid

- The intent of clumping is to have spatial variability where **openings** are created between clumps and single trees.
- Clumps are defined as 2 or more trees within 20 feet of one another.
 - Target number of trees per clump will vary from 2 to 9 trees per clump.
 - An occasional super clump of 10-30 trees may be left if an opportunity exists.
- Where quality leave trees are present the general clumping target will be 1 clump for every 2-4 single trees.
- Clumps will generally be composed of healthy cohorts of similar size.
- There will be areas within units where natural clumps exist of hardwoods and healthy large diameter trees.
- Unit average spacing will be increased as clumps are created or where they exist naturally (see spatial arrangement example below).



Schedule B

Mill Creek NEPA Crosswalk for Sxwuytn-Kaniksu "Trail" EA

Timber Sale Unit	CE Stand Number
1	Trail 97
2	Trail 98
3	Trail 98
4	Trail 1
5	Trail 5 & 9
6	Trail 6
8	Trail 8
9	Trail 12 & 13
10	Trail 12 & 13
11	Trail 131
12	Trail 132 & 130
13	Trail 63
14	Trail 63
15	Trail 72
16	Trail 74
17	Trail 74, 75, & 551

Timber Sale Cruise Report Mill Creek TS

Sale Name: Mill Creek

Sale Type: WEIGHT SCALE

Region: NE

District: Federal Lands

Lead Cruiser: Nate Janiga

Other Cruisers: Jake Culp, Billy DeVore, Cat Trimmingham, Hailey Howard

Cruise Narrative:

Location: T35NR44E Sections 2, 10, 28, and 33. T35NR45E Section 32. T34NR44E Section 5. T33NR44E Sections 4, 8, and 9

--To access units 1, 2, and 3, off of Le Clerc rd take FS 1932 rd for 4.5 miles, Stay Right on to the E354420A rd and continue for 1 mile. Turn left onto E354409J, in 2.5 miles merge left on the E354415A. Continue 500 feet and turn left on E354410A. In 500 ft there is a 3 way intersection. The left will take you to the entrance to Unit 3 in .5 miles. The Middle road will take you to the SW corner of Unit 2 in .5 miles. Continuing to the right and staying on the main road, in .8 miles you will pass the E354410A road to the SE corner of Unit 2, at the 1-mile you pass the East access to Unit 2, and at the 2.5-mile you reach the entrance of Unit 1.

--To access unit 4, head out mill creek rd to the 3 mi and turn right onto E354427A. Stay to the right and go thru the gate, at the .5-mile stay left at the old landing and at the .9-mile you will reach Unit 4.

--To access Unit 5, from Le Clerc rd head out Mill Creek rd. At the .7-mile is the start of Temp 5.1 and at the .8-mile is the start of temp 5.3.

--To access units 6, 8, and 9, turn east off of Le Clerc rd onto Loop Creek rd. There is a Stimson gate near the start of the rd. Loop Spur A is right before the gate taking you into Unit 6. At the .5-mile to the right is Loop Spur B taking you into Unit 9. Continuing out Loop Creek rd, stay to the left at the 1.5-mile. At the 2.5-mile Loop Spur B takes off to the right for .25 mi before entering unit 8.

--Unit 10 is located to the West of Le Clerc rd and North of Dilling Dr to the North of River Bend Community.

--To access units 11 and 12, Head out Mill Creek rd to the 6.5 mi. Unit 11 is located adjacent to Mill creek rd on the South side. For Unit 12 continue North 400' and turn right onto the Nola Creek Spur rd. Go thru the gate and continue out Nola Crk rd for .3 mi, turn Right on Nola Creek Spur A, in 400 ft you will enter Unit 12.

--To access Units 13 and 14, 4.8 miles North of the Usk bridge turn off of Le Clerc rd at the Kalispel Albertsons trailer. Continue out the E334405A rd, at the .4-mile turn to the right, at the .9-mile road E334405B will take you 200 feet into the West side of Unit 14, at the 1.5-mile the E334404A road will take you into the SE corner of Unit 14, at the 1.7-mile stay to the left at the landing and the temp E334404B road will take you down into Unit 13.

--To access Units 15 and 16 turn right off of Le Clerc Rd 4.8 miles north of the Usk bridge onto FS 1900004. At the .4-mile, Unit 15 is located 200ft up the 1900097 rd, at the .6-mile, you enter unit 16.

--To access unit 17 head out Kings lake rd for 4 mi to the Skookum Creek pit. Turn left on FS 5000032 rd, at .3 miles continue thru the rock pit and continue out the 5000032 rd. at the 1.7-mile turn left on FS 5000034 rd, 300 ft from there Temp rd 17.0 turns right and snakes it way thru a Kal-Moon TS unit before getting to Unit 17.

Cruise Design:

This timber sale was cruised using variable plot sampling, utilizing a cruise plot-count plot method. Each plot was a full plot. Plot locations were created using a computer generated grid, and found using a hand held GPS unit. ROW acreage was 100% cruised. Some of the ROW acreage going to Unit 17 crosses thru portions of Forest Service TS Kal-Moon and may be cut as part of their DxP sale. Sighting Height that may show up as 0 is defaulted to 4.5'.

Take/Leave Prescription:

Units 1-17 are Designation by Prescription units and cut and leave trees were determined based on the prescriptions that can be referenced in the Schedule A.

Minor Species:

We grade the first tree of all minor species encountered, then cruise as appropriate. Due to the

Min DBH:

Ponderosa Pine and Red Cedar 8"
All other species 7"

Log Lengths:

32' segments where possible, Minimum of 12' segment.

Timber Quality:

Domestic quality Saw Logs. Harvest volume consists of Douglas-Fir (59%), Grand-Fir (19%), Western Red Cedar (10%), Western Larch (5%), Western Hemlock (3%), Ponderosa Pine (2%), Lodgepole Pine (1%), Engelmann Spruce (<1%), Alpine-Fir(<1%).

Logging and Stand Conditions:

Defect in the stand includes insect damage, root rot and disease, spike knots, sweep, forks, and broken tops.

General Remarks:

Harvest Type: 86% ground based and 14% cable based.
All Units are Designation by Prescription cutting. See Schedule A for harvest specifications

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade							
				All	2 Saw	3 Saw	4 Saw	5 Saw	6 Saw	Utility	
DF	12.7			3,234	423	1,974	673				165
GF	12.2			1,189	262	560	168				199
RC	15.2			530		460	69				
WL	14.0			259	60	159	25				16
WH	12.0			156	26	76	40				13
PP	11.4			108				56	46		6
LP	12.0			84		66	15				2
ALL	12.4			5,559	770	3,295	991	56	46		402

Timber Sale Notice Weight (tons)

Sp	Tons by Grade						
	All	2 Saw	3 Saw	4 Saw	5 Saw	6 Saw	Utility
DF	22,804	2,680	14,418	4,664			1,043
GF	7,786	1,560	3,714	1,122			1,389
RC	3,166		2,735	431			
WL	1,639	402	1,006	125			106
WH	1,115	160	580	286			88
PP	583				310	240	32
LP	484		394	74			17
ALL	37,576	4,802	22,848	6,702	310	240	2,674

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 (%)
131.5	3.9	125.0	2.2	16,487	4.5

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Unit 1	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 0 ft	15.0		7	3	0
Unit 2	B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	163.3		55	14	2
Unit 3	B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 0 ft	30.4		12	4	0

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Unit 4	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 0 ft	34.4		15	4	1
Unit 5	B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	121.0		41	10	5
Unit 6	B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	11.0		6	3	0
Unit 8	B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	28.4		14	7	0
Unit 9	B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	31.1		15	5	0
Unit 10	B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	10.5		6	3	1
Unit 11	B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	2.5		3	3	0
Unit 12	B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	9.4		9	5	0
Unit 13	B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	18.4		11	4	1
Unit 14	B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	6.9		7	3	1
Unit 15	B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 0 ft	38.5		17	6	0
Unit 16	B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 0 ft	51.1		17	4	2
Unit 17	B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	43.4		19	7	2
PRLC ROW	ST: Strip/Percent Sample (1 tree expansion)	1.0		1	1	0
Stimson ROW	ST: Strip/Percent Sample (1 tree expansion)	1.0		1	1	0
All		617.3		256	87	15

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	12.1	32	733	685	6.5	2,679.8	422.8
DF	LIVE	3 SAW	Domestic	7.6	32	3,398	3,198	5.9	14,417.6	1,974.1
DF	LIVE	4 SAW	Domestic	5.0	23	1,106	1,090	1.5	4,664.1	672.6
DF	LIVE	CULL	Cull	4.6	14	0	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	3.0	19	268	267	0.2	1,042.5	164.9
GF	LIVE	2 SAW	Domestic	13.3	32	457	424	7.1	1,560.4	261.7
GF	LIVE	3 SAW	Domestic	7.4	32	940	907	3.5	3,714.5	559.6

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
GF	LIVE	4 SAW	Domestic	5.0	20	274	272	0.5	1,122.5	168.1
GF	LIVE	CULL	Cull	6.9	12	0	0	100.0	0.0	0.0
GF	LIVE	UTILITY	Pulp	3.2	19	323	323	0.0	1,388.8	199.1
LP	LIVE	3 SAW	Domestic	7.7	32	114	107	6.2	394.2	65.9
LP	LIVE	4 SAW	Domestic	4.9	24	25	25	0.0	73.6	15.4
LP	LIVE	UTILITY	Pulp	3.0	14	4	4	0.0	16.6	2.4
PP	LIVE	5 SAW	Domestic	8.0	32	90	90	0.0	310.3	55.6
PP	LIVE	6 SAW	Domestic	4.8	31	74	74	0.0	240.3	45.6
PP	LIVE	UTILITY	Pulp	2.6	17	12	10	11.7	32.4	6.3
RC	LIVE	3 SAW	Domestic	8.9	32	788	745	5.5	2,734.8	460.2
RC	LIVE	4 SAW	Domestic	5.8	20	114	112	0.9	430.9	69.4
WH	LIVE	2 SAW	Domestic	12.6	32	44	42	3.6	160.2	25.9
WH	LIVE	3 SAW	Domestic	7.3	32	131	124	5.2	580.0	76.3
WH	LIVE	4 SAW	Domestic	4.9	22	66	66	0.6	286.2	40.5
WH	LIVE	UTILITY	Pulp	2.9	17	21	21	0.0	88.4	13.1
WL	LIVE	2 SAW	Domestic	11.9	32	115	96	16.0	401.8	59.5
WL	LIVE	3 SAW	Domestic	7.2	32	271	257	4.9	1,006.5	158.8
WL	LIVE	4 SAW	Domestic	4.9	19	40	40	0.0	124.6	24.7
WL	LIVE	CULL	Cull	10.0	32	9	0	100.0	0.0	0.0
WL	LIVE	UTILITY	Pulp	3.2	17	26	26	0.1	105.6	15.9

Timber Sale Log Grade x Diameter Bin Summary

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	< 5	LIVE	UTILITY	3.0	18	262	0.0	1,017.6	162.0
DF	< 5	LIVE	4 SAW	4.5	28	17	0.2	58.0	10.5
DF	5 - 8	LIVE	CULL	4.6	14	0	100.0	0.0	0.0
DF	5 - 8	LIVE	4 SAW	4.9	22	1,073	1.5	4,606.0	662.2
DF	5 - 8	LIVE	UTILITY	5.7	14	5	9.8	24.9	2.9
DF	5 - 8	LIVE	3 SAW	6.9	32	1,873	5.3	8,587.0	1,156.2
DF	9 - 11	LIVE	3 SAW	10.0	32	1,284	6.9	5,689.9	792.8
DF	9 - 11	LIVE	2 SAW	11.5	32	105	0.0	367.4	64.7
DF	12 - 14	LIVE	3 SAW	11.7	32	41	0.0	140.8	25.1
DF	12 - 14	LIVE	2 SAW	12.3	32	579	7.6	2,309.7	357.7
DF	15 - 19	LIVE	2 SAW	16.9	32	1	0.0	2.6	0.4
GF	< 5	LIVE	UTILITY	3.0	18	92	0.0	332.7	56.6
GF	< 5	LIVE	4 SAW	4.5	30	14	0.0	58.3	8.4
GF	5 - 8	LIVE	UTILITY	4.9	32	231	0.0	1,056.1	142.5

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
GF	5 - 8	LIVE	4 SAW	5.1	20	254	0.5	1,044.1	156.6
GF	5 - 8	LIVE	3 SAW	6.5	32	523	1.3	2,132.3	322.9
GF	5 - 8	LIVE	CULL	6.9	12	0	100.0	0.0	0.0
GF	9 - 11	LIVE	4 SAW	9.0	32	5	0.0	20.1	3.2
GF	9 - 11	LIVE	3 SAW	9.5	32	372	6.5	1,535.0	229.5
GF	12 - 14	LIVE	2 SAW	12.8	32	352	5.2	1,310.2	217.0
GF	12 - 14	LIVE	3 SAW	13.3	32	12	0.0	47.2	7.3
GF	15 - 19	LIVE	2 SAW	14.8	32	72	15.6	250.2	44.6
LP	< 5	LIVE	UTILITY	3.0	15	4	0.0	16.6	2.4
LP	5 - 8	LIVE	4 SAW	4.9	23	25	0.0	73.6	15.4
LP	5 - 8	LIVE	3 SAW	7.1	32	84	6.5	314.4	51.9
LP	9 - 11	LIVE	3 SAW	11.0	32	23	4.9	79.8	13.9
PP	< 5	LIVE	UTILITY	2.6	17	10	11.7	32.4	6.3
PP	5 - 8	LIVE	6 SAW	4.8	31	74	0.0	240.3	45.6
PP	5 - 8	LIVE	5 SAW	5.5	32	17	0.0	70.5	10.5
PP	9 - 11	LIVE	5 SAW	9.3	32	73	0.0	239.7	45.2
RC	5 - 8	LIVE	4 SAW	5.5	22	112	0.9	430.9	69.4
RC	5 - 8	LIVE	3 SAW	7.3	32	173	1.6	698.3	106.6
RC	9 - 11	LIVE	3 SAW	10.0	32	416	2.9	1,492.3	256.6
RC	12 - 14	LIVE	3 SAW	13.0	32	157	15.1	544.2	97.0
WH	< 5	LIVE	UTILITY	2.9	19	21	0.0	88.4	13.1
WH	5 - 8	LIVE	4 SAW	5.0	22	66	0.6	286.2	40.5
WH	5 - 8	LIVE	3 SAW	6.8	32	58	7.8	304.6	35.6
WH	9 - 11	LIVE	3 SAW	9.9	32	49	0.0	201.6	29.9
WH	12 - 14	LIVE	3 SAW	11.7	32	17	10.1	73.8	10.8
WH	12 - 14	LIVE	2 SAW	12.8	32	42	3.6	160.2	25.9
WL	< 5	LIVE	UTILITY	3.0	15	18	0.2	75.7	11.1
WL	5 - 8	LIVE	4 SAW	5.0	24	40	0.0	124.6	24.7
WL	5 - 8	LIVE	UTILITY	5.8	28	8	0.0	29.9	4.8
WL	5 - 8	LIVE	3 SAW	6.7	32	136	2.9	509.8	84.0
WL	9 - 11	LIVE	3 SAW	9.8	32	118	7.1	485.9	73.1
WL	9 - 11	LIVE	CULL	10.0	32	0	100.0	0.0	0.0
WL	9 - 11	LIVE	2 SAW	11.5	32	14	6.3	49.4	8.7
WL	12 - 14	LIVE	3 SAW	12.0	32	3	0.0	10.8	1.7
WL	12 - 14	LIVE	2 SAW	12.2	32	82	17.4	352.4	50.9

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	< 5	LIVE	Pulp	3.0	18	262	0.0	1,017.6	162.0
DF	< 5	LIVE	Domestic	4.5	28	17	0.2	58.0	10.5
DF	5 - 8	LIVE	Cull	4.6	14	0	100.0	0.0	0.0
DF	5 - 8	LIVE	Pulp	5.7	14	5	9.8	24.9	2.9
DF	5 - 8	LIVE	Domestic	5.8	27	2,946	4.0	13,193.0	1,818.4
DF	9 - 11	LIVE	Domestic	10.1	32	1,389	6.4	6,057.3	857.6
DF	12 - 14	LIVE	Domestic	12.2	32	620	7.1	2,450.5	382.7
DF	15 - 19	LIVE	Domestic	16.9	32	1	0.0	2.6	0.4
GF	< 5	LIVE	Pulp	3.0	18	92	0.0	332.7	56.6
GF	< 5	LIVE	Domestic	4.5	30	14	0.0	58.3	8.4
GF	5 - 8	LIVE	Pulp	4.9	32	231	0.0	1,056.1	142.5
GF	5 - 8	LIVE	Domestic	5.6	25	777	1.1	3,176.4	479.5
GF	5 - 8	LIVE	Cull	6.9	12	0	100.0	0.0	0.0
GF	9 - 11	LIVE	Domestic	9.5	32	377	6.4	1,555.1	232.7
GF	12 - 14	LIVE	Domestic	12.9	32	363	5.0	1,357.4	224.3
GF	15 - 19	LIVE	Domestic	14.8	32	72	15.6	250.2	44.6
LP	< 5	LIVE	Pulp	3.0	15	4	0.0	16.6	2.4
LP	5 - 8	LIVE	Domestic	6.1	28	109	5.1	388.0	67.4
LP	9 - 11	LIVE	Domestic	11.0	32	23	4.9	79.8	13.9
PP	< 5	LIVE	Pulp	2.6	17	10	11.7	32.4	6.3
PP	5 - 8	LIVE	Domestic	4.9	31	91	0.0	310.8	56.1
PP	9 - 11	LIVE	Domestic	9.3	32	73	0.0	239.7	45.2
RC	5 - 8	LIVE	Domestic	6.2	26	285	1.3	1,129.2	176.0
RC	9 - 11	LIVE	Domestic	10.0	32	416	2.9	1,492.3	256.6
RC	12 - 14	LIVE	Domestic	13.0	32	157	15.1	544.2	97.0
WH	< 5	LIVE	Pulp	2.9	19	21	0.0	88.4	13.1
WH	5 - 8	LIVE	Domestic	5.6	26	123	4.1	590.7	76.1
WH	9 - 11	LIVE	Domestic	9.9	32	49	0.0	201.6	29.9
WH	12 - 14	LIVE	Domestic	12.4	32	59	5.6	234.1	36.7
WL	< 5	LIVE	Pulp	3.0	15	18	0.2	75.7	11.1
WL	5 - 8	LIVE	Pulp	5.8	28	8	0.0	29.9	4.8
WL	5 - 8	LIVE	Domestic	5.9	28	176	2.3	634.4	108.7
WL	9 - 11	LIVE	Cull	10.0	32	0	100.0	0.0	0.0
WL	9 - 11	LIVE	Domestic	10.0	32	132	7.0	535.3	81.8
WL	12 - 14	LIVE	Domestic	12.1	32	85	17.0	363.2	52.6

Cruise Unit Report Unit 1

Unit Sale Notice Volume (MBF): Unit 1

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
RC	18.5			69	66	2	
LP	12.1			39	33	4	1
GF	8.8			28	20		7
DF	8.9			23		23	
WH	14.5			14	14		
WL	12.0			12	7	4	1
ALL	12.3			184	141	33	9

Unit Sale Notice Weight (tons): Unit 1

Sp	Tons by Grade			
	All	3 Saw	4 Saw	Utility
RC	382	367	15	
LP	221	188	22	11
DF	181		181	
GF	151	116		35
WH	96	96		
WL	77	54	20	3
ALL	1,107	821	238	49

Unit Cruise Design: Unit 1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 0 ft	15.0		7	3	0

Unit Cruise Summary: Unit 1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		1	0.1	0
ES		1	0.1	0
RC	3	10	1.4	0
WL	1	5	0.7	0

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
GF	1	4	0.6	0
LP	2	3	0.4	0
DF	1	6	0.9	0
WH	1	1	0.1	0
ALL	9	31	4.4	0

Unit Cruise Statistics: Unit 1

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 (%)
PP	5.7	264.6	100.0						
ES	5.7	264.6	100.0						
RC	57.1	113.3	42.8	160.1	3.9	2.2	9,151	113.4	42.9
WL	28.6	68.3	25.8	137.5	0.0	0.0	3,929	68.3	25.8
GF	22.9	93.5	35.4	161.0	0.0	0.0	3,680	93.5	35.4
LP	17.1	124.7	47.1	152.1	2.4	1.7	2,607	124.7	47.2
DF	34.3	124.7	47.1	67.1	0.0	0.0	2,302	124.7	47.1
WH	5.7	264.6	100.0	161.3	0.0	0.0	922	264.6	100.0
ALL	177.1	48.5	18.3	136.3	22.5	7.5	24,148	53.5	19.8

Unit Summary: Unit 1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	1	ALL	8.9	50	61	1,534	1,534	0.0	52.9	22.9	7.7	23.0
GF	LIVE	CUT	1	ALL	8.8	64	80	1,840	1,840	0.0	27.1	11.4	3.9	27.6
LP	LIVE	CUT	2	ALL	12.1	69	87	2,701	2,607	3.5	21.5	17.1	4.9	39.1
RC	LIVE	CUT	3	ALL	18.5	77	98	5,338	4,576	14.3	15.3	28.6	6.6	68.6
WH	LIVE	CUT	1	ALL	14.5	72	89	922	922	0.0	5.0	5.7	1.5	13.8
WL	LIVE	CUT	1	ALL	12.0	74	93	786	786	0.0	7.3	5.7	1.6	11.8
ALL	LIVE	CUT	9	ALL	11.4	62	77	13,121	12,264	6.5	129.1	91.4	26.2	184.0
ALL	ALL	ALL	9	ALL	11.4	62	77	13,121	12,264	6.5	129.1	91.4	26.2	184.0

Cruise Unit Report Unit 2

Unit Sale Notice Volume (MBF): Unit 2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	11.0			1,233	98	737	309	89
GF	12.9			400	140	201	45	14
WL	12.4			130	27	85	11	7
RC	11.8			78		59	18	
LP	11.9			14		11	4	
WH	11.0			11		10		1
ALL	11.5			1,866	264	1,103	388	111

Unit Sale Notice Weight (tons): Unit 2

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	8,597	569	5,271	2,211	546
GF	2,497	768	1,362	289	79
WL	801	183	523	46	48
RC	451		335	115	
WH	82		73		10
LP	78		59	19	
ALL	12,506	1,519	7,624	2,680	683

Unit Cruise Design: Unit 2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 4.5 ft	163.3		55	14	2

Unit Cruise Summary: Unit 2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		20	0.4	0
ES		1	0.0	0
DF	25	165	3.0	0
GF	7	33	0.6	0

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WL	3	23	0.4	0
RC	3	18	0.3	0
LP	1	1	0.0	0
WH	1	1	0.0	0
ALL	40	262	4.8	0

Unit Cruise Statistics: Unit 2

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 (%)
PP	12.2	261.2	35.2						
ES	0.6	741.6	100.0						
DF	100.8	79.9	10.8	115.5	32.8	6.6	11,648	86.3	12.6
GF	20.2	165.4	22.3	160.5	27.7	10.5	3,237	167.7	24.6
WL	14.1	193.6	26.1	144.6	1.2	0.7	2,032	193.6	26.1
RC	11.0	282.3	38.1	111.1	47.1	27.2	1,222	286.3	46.8
LP	0.6	741.6	100.0	145.0	0.0	0.0	89	741.6	100.0
WH	0.6	741.6	100.0	106.1	0.0	0.0	65	741.6	100.0
ALL	160.1	47.8	6.4	124.2	32.9	5.2	19,887	58.1	8.3

Unit Summary: Unit 2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	11.0	56	70	7,711	7,554	2.0	99.1	65.4	19.7	1,233.5
GF	LIVE	CUT	7	ALL	12.9	65	82	2,555	2,453	4.0	16.8	15.3	4.3	400.5
LP	LIVE	CUT	1	ALL	11.9	64	80	92	89	3.4	0.8	0.6	0.2	14.5
RC	LIVE	CUT	3	ALL	11.8	52	65	484	475	1.8	5.6	4.3	1.2	77.6
WH	LIVE	CUT	1	ALL	11.0	48	58	65	65	0.0	0.9	0.6	0.2	10.6
WL	LIVE	CUT	3	ALL	12.4	74	93	836	795	4.9	6.6	5.5	1.6	129.9
ALL	LIVE	CUT	40	ALL	11.4	58	72	11,742	11,430	2.7	129.8	91.7	27.1	1,866.5
ALL	ALL	ALL	40	ALL	11.4	58	72	11,742	11,430	2.7	129.8	91.7	27.1	1,866.5

Cruise Unit Report Unit 3

Unit Sale Notice Volume (MBF): Unit 3

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	12.9			115	19	77	15	3
GF	17.2			78	26	48	4	
RC	16.5			44		39	5	
WH	7.0			27			16	11
LP	11.3			24		16	7	1
WL	16.6			12		11		1
ALL	12.2			299	45	191	47	15

Unit Sale Notice Weight (tons): Unit 3

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	714	127	486	80	20
GF	474	155	291	29	
RC	283		243	40	
WH	184			122	61
LP	144		108	33	3
WL	82		77		6
ALL	1,881	282	1,205	304	90

Unit Cruise Design: Unit 3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 0 ft	30.4		12	4	0

Unit Cruise Summary: Unit 3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		3	0.3	0
DF	4	17	1.4	0
GF	2	7	0.6	0
RC	1	10	0.8	0

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	1	3	0.3	0
LP	2	2	0.2	0
WL	1	1	0.1	0
ALL	11	43	3.6	0

Unit Cruise Statistics: Unit 3

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 (%)
PP	8.4	248.6	71.8						
DF	47.6	87.5	25.3	149.4	11.6	5.8	7,115	88.3	25.9
GF	19.6	154.3	44.6	183.2	0.7	0.5	3,592	154.3	44.6
RC	28.0	133.8	38.6	103.7	0.0	0.0	2,905	133.8	38.6
WH	8.4	180.9	52.2	104.8	0.0	0.0	880	180.9	52.2
LP	5.6	346.4	100.0	140.4	26.1	18.5	786	347.4	101.7
WL	2.8	346.4	100.0	135.7	0.0	0.0	380	346.4	100.0
ALL	120.4	27.8	8.0	139.8	21.1	6.4	16,834	34.9	10.2

Unit Summary: Unit 3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	12.9	69	87	3,799	3,767	0.9	27.8	25.2	7.0	114.5
GF	LIVE	CUT	2	ALL	17.2	81	101	2,685	2,566	4.4	8.7	14.0	3.4	78.0
LP	LIVE	CUT	2	ALL	11.3	69	86	843	786	6.7	8.0	5.6	1.7	23.9
RC	LIVE	CUT	1	ALL	16.5	54	67	1,453	1,453	0.0	9.4	14.0	3.4	44.2
WH	LIVE	CUT	1	ALL	7.0	45	54	880	880	0.0	31.4	8.4	3.2	26.8
WL	LIVE	CUT	1	ALL	16.6	78	98	451	380	15.7	1.9	2.8	0.7	11.6
ALL	LIVE	CUT	11	ALL	12.1	60	74	10,112	9,832	2.8	87.2	70.0	19.4	298.9
ALL	ALL	ALL	11	ALL	12.1	60	74	10,112	9,832	2.8	87.2	70.0	19.4	298.9

Cruise Unit Report Unit 4

Unit Sale Notice Volume (MBF): Unit 4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	14.0			169		137	30	2
RC	14.6			92		92		
GF	10.3			86	18	37	27	5
ALL	11.6			347	18	265	57	7

Unit Sale Notice Weight (tons): Unit 4

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	1,109		914	183	12
GF	563	104	248	178	33
RC	478		478		
ALL	2,151	104	1,641	361	45

Unit Cruise Design: Unit 4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 0 ft	34.4		15	4	1

Unit Cruise Summary: Unit 4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		1	0.1	0
WL		6	0.4	0
DF	3	20	1.3	0
RC	1	11	0.7	0
GF	5	9	0.6	0
ALL	9	47	3.1	0

Unit Cruise Statistics: Unit 4

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 (%)
PP	2.7	387.3	100.0						
WL	16.0	126.8	32.7						
DF	53.3	125.7	32.5	141.8	17.9	10.3	7,560	127.0	34.1
RC	29.3	227.4	58.7	166.9	0.0	0.0	4,895	227.4	58.7
GF	24.0	164.3	42.4	117.3	36.7	16.4	2,816	168.3	45.5
ALL	125.3	56.4	14.6	143.2	26.2	8.7	17,944	62.2	17.0

Unit Summary: Unit 4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	3	ALL	14.0	70	88	4,914	4,914	0.0	32.4	34.7	9.3	169.0
GF	LIVE	CUT	5	ALL	10.3	47	59	2,503	2,503	0.0	36.9	21.3	6.6	86.1
RC	LIVE	CUT	1	ALL	14.6	77	98	2,670	2,670	0.0	13.8	16.0	4.2	91.9
WL	LIVE	CUT	0	ALL								13.3		
ALL	LIVE	CUT	9	ALL	12.6	61	76	10,087	10,087	0.0	83.1	85.3	20.1	347.0
ALL	ALL	ALL	9	ALL	12.6	61	76	10,087	10,087	0.0	83.1	85.3	20.1	347.0

Cruise Unit Report Unit 5

Unit Sale Notice Volume (MBF): Unit 5

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	13.4			609	119	349	129	13
GF	10.9			183		130	42	11
ALL	12.5			792	119	478	170	24

Unit Sale Notice Weight (tons): Unit 5

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	4,329	715	2,619	915	80
GF	1,210		877	266	67
ALL	5,540	715	3,496	1,182	147

Unit Cruise Design: Unit 5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	121.0		41	10	5

Unit Cruise Summary: Unit 5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC		40	1.0	0
WL		11	0.3	0
PP		17	0.4	0
DF	19	97	2.4	0
GF	8	19	0.5	0
ALL	27	184	4.5	0

Unit Cruise Statistics: Unit 5

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 (%)
RC	27.1	277.4	43.3						
WL	7.5	250.4	39.1						

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 (%)
PP	11.5	208.7	32.6						
DF	65.7	131.6	20.5	121.8	31.7	7.3	8,007	135.3	21.8
GF	12.9	205.3	32.1	123.8	13.8	4.9	1,593	205.7	32.4
ALL	124.7	83.4	13.0	122.1	27.3	5.2	15,228	87.7	14.0

Unit Summary: Unit 5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	19	ALL	13.4	60	75	5,353	5,036	5.9	42.2	41.3	11.3	609.3
GF	LIVE	CUT	8	ALL	10.9	56	69	1,541	1,509	2.1	18.8	12.2	3.7	182.6
RC	LIVE	CUT	0	ALL								16.3		
WL	LIVE	CUT	0	ALL								2.0		
ALL	LIVE	CUT	27	ALL	12.7	59	73	6,894	6,545	5.1	61.0	71.8	15.0	791.9
ALL	ALL	ALL	27	ALL	12.7	59	73	6,894	6,545	5.1	61.0	71.8	15.0	791.9

Cruise Unit Report Unit 6

Unit Sale Notice Volume (MBF): Unit 6

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
GF	14.2			62	16	33	11	2
RC	11.8			37		26	11	
WL	14.5			3		3		1
ALL	13.2			102	16	62	22	3

Unit Sale Notice Weight (tons): Unit 6

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
GF	396	95	207	75	19
RC	201		127	74	
WL	18		15		3
ALL	615	95	349	149	23

Unit Cruise Design: Unit 6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	11.0		6	3	0

Unit Cruise Summary: Unit 6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH		1	0.2	0
DF		8	1.3	0
RC	4	17	2.8	0
GF	6	12	2.0	0
WL	1	2	0.3	0
ALL	11	40	6.7	0

Unit Cruise Statistics: Unit 6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	4.6	244.9	100.0						
DF	37.0	147.5	60.2						
RC	78.7	52.0	21.2	121.2	49.7	24.8	9,537	71.9	32.7
GF	55.6	83.7	34.2	152.0	28.7	11.7	8,444	88.4	36.1
WL	9.3	154.9	63.2	68.0	0.0	0.0	630	154.9	63.2
ALL	185.2	31.0	12.6	129.7	40.3	12.1	24,014	50.8	17.5

Unit Summary: Unit 6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	0	ALL								13.9		
GF	LIVE	CUT	6	ALL	14.2	63	79	5,664	5,629	0.6	33.7	37.0	9.8	61.9
RC	LIVE	CUT	4	ALL	11.8	55	68	3,419	3,366	1.5	36.6	27.8	8.1	37.0
WL	LIVE	CUT	1	ALL	14.5	80	101	812	315	61.2	4.0	4.6	1.2	3.5
ALL	LIVE	CUT	11	ALL	13.1	60	75	9,895	9,310	5.9	74.3	83.3	19.1	102.4
ALL	ALL	ALL	11	ALL	13.1	60	75	9,895	9,310	5.9	74.3	83.3	19.1	102.4

Cruise Unit Report Unit 8

Unit Sale Notice Volume (MBF): Unit 8

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.3			85	14	59	11	1
RC	18.7			68		68		
GF	9.9			60	6	25	19	10
WH	9.9			46	10	17	18	1
WL	16.9			16	9	4	2	0
ALL	11.5			274	39	173	50	13

Unit Sale Notice Weight (tons): Unit 8

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	695	88	518	76	13
GF	466	45	197	140	84
RC	366		366		
WH	300	52	127	115	6
WL	91	51	26	12	1
ALL	1,917	237	1,233	343	104

Unit Cruise Design: Unit 8

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	28.4		14	7	0

Unit Cruise Summary: Unit 8

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		5	0.4	0
RC	3	23	1.6	0
DF	6	24	1.7	0
GF	9	16	1.1	0
WH	5	9	0.6	0
WL	1	3	0.2	0

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
ALL	24	80	5.7	0

Unit Cruise Statistics: Unit 8

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	7.1	235.7	63.0						
RC	32.9	188.9	50.5	138.7	14.3	8.2	4,558	189.4	51.2
DF	34.3	98.2	26.3	109.7	46.3	18.9	3,763	108.6	32.3
GF	22.9	140.9	37.7	105.9	24.0	8.0	2,420	142.9	38.5
WH	12.9	207.9	55.6	140.5	45.5	20.3	1,806	212.8	59.2
WL	4.3	270.2	72.2	194.5	0.0	0.0	834	270.2	72.2
ALL	114.3	58.8	15.7	124.9	35.9	7.3	14,273	68.9	17.3

Unit Summary: Unit 8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	15.3	65	82	3,424	2,979	13.0	21.3	27.1	6.9	84.6
GF	LIVE	CUT	9	ALL	9.9	51	63	2,337	2,118	9.4	37.4	20.0	6.4	60.1
RC	LIVE	CUT	3	ALL	18.7	65	81	2,566	2,378	7.3	9.0	17.1	4.0	67.5
WH	LIVE	CUT	5	ALL	9.9	49	59	1,700	1,606	5.5	21.4	11.4	3.6	45.6
WL	LIVE	CUT	1	ALL	16.9	98	126	592	556	6.2	1.8	2.9	0.7	15.8
ALL	LIVE	CUT	24	ALL	12.6	56	69	10,618	9,636	9.2	90.9	78.6	21.6	273.7
ALL	ALL	ALL	24	ALL	12.6	56	69	10,618	9,636	9.2	90.9	78.6	21.6	273.7

Cruise Unit Report Unit 9

Unit Sale Notice Volume (MBF): Unit 9

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	3 Saw	4 Saw	Utility
DF	12.4			116	79	31	5
RC	17.1			45	34	11	
GF	10.0			20	12	7	1
ALL	11.9			181	125	49	7

Unit Sale Notice Weight (tons): Unit 9

Sp	Tons by Grade			
	All	3 Saw	4 Saw	Utility
DF	970	723	215	32
RC	349	284	65	
GF	156	99	46	11
ALL	1,475	1,106	326	43

Unit Cruise Design: Unit 9

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	31.1		15	5	0

Unit Cruise Summary: Unit 9

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		7	0.5	0
WL		1	0.1	0
WP		2	0.1	0
DF	8	42	2.8	0
RC	3	17	1.1	0
GF	5	6	0.4	0
ALL	16	75	5.0	0

Unit Cruise Statistics: Unit 9

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 (%)
PP	9.3	110.7	28.6						
WL	1.3	387.3	100.0						
WP	2.7	263.9	68.1						
DF	56.0	76.6	19.8	103.3	27.1	9.6	5,786	81.3	22.0
RC	22.7	194.1	50.1	98.8	10.8	6.2	2,240	194.4	50.5
GF	8.0	263.9	68.1	97.8	21.1	9.4	783	264.7	68.8
ALL	100.0	61.9	16.0	101.6	22.1	5.5	10,164	65.7	16.9

Unit Summary: Unit 9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	12.4	55	68	4,075	3,719	8.7	42.9	36.0	10.2	115.7
GF	LIVE	CUT	5	ALL	10.0	49	60	667	652	2.3	12.2	6.7	2.1	20.3
RC	LIVE	CUT	3	ALL	17.1	69	87	1,545	1,450	6.2	9.2	14.7	3.5	45.1
ALL	LIVE	CUT	16	ALL	12.8	56	69	6,287	5,821	7.4	64.3	57.3	15.9	181.0
ALL	ALL	ALL	16	ALL	12.8	56	69	6,287	5,821	7.4	64.3	57.3	15.9	181.0

Cruise Unit Report Unit 10

Unit Sale Notice Volume (MBF): Unit 10

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	14.0			29		22	5	1
GF	9.0			10			10	
WL	10.8			10	4	2	4	1
RC	17.7			6		6		
ALL	13.0			56	4	30	19	2

Unit Sale Notice Weight (tons): Unit 10

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	225		179	37	9
RC	83		83		
WL	74	33	10	25	5
GF	68			68	
ALL	450	33	273	130	14

Unit Cruise Design: Unit 10

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	10.5		6	3	1

Unit Cruise Summary: Unit 10

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		6	1.0	0
DF	7	9	1.5	0
WL	2	6	1.0	0
GF	1	3	0.5	0
RC	2	5	0.8	0
ALL	12	29	4.8	0

Unit Cruise Statistics: Unit 10

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 (%)
PP	20.0	109.5	44.7						
DF	30.0	214.0	87.3	120.0	19.2	7.2	3,599	214.8	87.6
WL	20.0	154.9	63.2	97.2	17.4	12.3	1,943	155.9	64.4
GF	10.0	167.3	68.3	97.3	0.0	0.0	973	167.3	68.3
RC	16.7	118.0	48.2	43.4	12.1	8.6	723	118.6	48.9
ALL	96.7	100.9	41.2	94.4	36.0	10.4	9,127	107.1	42.5

Unit Summary: Unit 10

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	14.0	68	85	2,862	2,800	2.2	21.8	23.3	6.2	29.4
GF	LIVE	CUT	1	ALL	9.0	46	56	973	973	0.0	22.6	10.0	3.3	10.2
RC	LIVE	CUT	2	ALL	17.7	46	56	578	578	0.0	7.8	13.3	3.2	6.1
WL	LIVE	CUT	2	ALL	10.8	49	60	1,033	972	5.9	15.7	10.0	3.0	10.2
ALL	LIVE	CUT	12	ALL	12.4	54	66	5,447	5,323	2.3	67.9	56.7	15.8	55.9
ALL	ALL	ALL	12	ALL	12.4	54	66	5,447	5,323	2.3	67.9	56.7	15.8	55.9

Cruise Unit Report Unit 11

Unit Sale Notice Volume (MBF): Unit 11

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WL	17.5			10	4	5	1	0
RC	10.8			3		1	1	
ALL	13.6			13	4	7	2	0

Unit Sale Notice Weight (tons): Unit 11

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
WL	56	21	30	4	1
RC	19		9	10	
ALL	76	21	39	14	1

Unit Cruise Design: Unit 11

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 0 ft	2.5		3	3	0

Unit Cruise Summary: Unit 11

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WP		2	0.7	0
WL	3	7	2.3	0
RC	2	2	0.7	0
ALL	5	11	3.7	0

Unit Cruise Statistics: Unit 11

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 (%)
WP	13.3	173.2	100.0						
WL	46.7	65.5	37.8	204.3	11.0	6.3	9,532	66.4	38.3
RC	13.3	86.6	50.0	83.2	27.2	19.2	1,109	90.8	53.6
ALL	73.3	31.5	18.2	177.4	39.0	17.4	13,006	50.1	25.2

Unit Summary: Unit 11

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
RC	LIVE	CUT	2	ALL	10.8	45	56	1,109	1,109	0.0	21.0	13.3	4.1	2.8
WL	LIVE	CUT	3	ALL	17.5	96	122	4,094	4,085	0.2	12.0	20.0	4.8	10.2
ALL	LIVE	CUT	5	ALL	13.6	64	80	5,203	5,194	0.2	33.0	33.3	8.8	13.0
ALL	ALL	ALL	5	ALL	13.6	64	80	5,203	5,194	0.2	33.0	33.3	8.8	13.0

Cruise Unit Report Unit 12

Unit Sale Notice Volume (MBF): Unit 12

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
WH	15.3			57	16	34	6	1
RC	14.1			35		29	6	
GF	19.7			16	11	4	1	
DF	14.1			10		8	2	
ALL	14.6			118	27	75	15	1

Unit Sale Notice Weight (tons): Unit 12

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
WH	424	108	256	49	11
RC	252		219	34	
GF	98	62	28	7	
DF	90		75	15	
ALL	865	171	578	105	11

Unit Cruise Design: Unit 12

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	9.4		9	5	0

Unit Cruise Summary: Unit 12

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
LP		2	0.2	0
WH	6	14	1.6	0
RC	11	15	1.7	0
GF	1	3	0.3	0
DF	2	6	0.7	0
ALL	20	40	4.4	0

Unit Cruise Statistics: Unit 12

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 (%)
LP	6.2	300.0	100.0						
WH	43.2	116.4	38.8	140.8	32.1	13.1	6,084	120.7	41.0
RC	46.3	94.9	31.6	93.2	31.1	9.4	4,314	99.8	33.0
GF	9.3	212.1	70.7	179.5	0.0	0.0	1,662	212.1	70.7
DF	18.5	106.1	35.4	85.4	13.8	9.8	1,581	107.0	36.7
ALL	123.5	52.9	17.6	116.3	36.2	8.1	14,358	64.1	19.4

Unit Summary: Unit 12

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	14.1	55	68	1,313	1,054	19.7	11.4	12.3	3.3	9.9
GF	LIVE	CUT	1	ALL	19.7	83	105	1,802	1,662	7.8	4.4	9.3	2.1	15.6
LP	LIVE	CUT	0	ALL								6.2		
RC	LIVE	CUT	11	ALL	14.1	57	71	3,884	3,739	3.7	37.0	40.1	10.7	35.1
WH	LIVE	CUT	6	ALL	15.3	62	76	6,217	6,084	2.1	33.8	43.2	11.0	57.2
ALL	LIVE	CUT	20	ALL	14.9	60	74	13,216	12,538	5.1	86.6	111.1	27.1	117.9
ALL	ALL	ALL	20	ALL	14.9	60	74	13,216	12,538	5.1	86.6	111.1	27.1	117.9

Cruise Unit Report Unit 13

Unit Sale Notice Volume (MBF): Unit 13

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.8			61	11	43	6	1
GF	18.6			29	19	8	1	
LP	14.0			6		6		0
ALL	15.8			96	30	58	7	1

Unit Sale Notice Weight (tons): Unit 13

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	448	82	325	34	7
GF	192	135	48	8	
LP	42		40		2
ALL	682	217	413	42	9

Unit Cruise Design: Unit 13

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	18.4		11	4	1

Unit Cruise Summary: Unit 13

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		7	0.6	0
DF	8	16	1.5	0
GF	1	4	0.4	0
LP	1	1	0.1	0
ALL	10	28	2.5	0

Unit Cruise Statistics: Unit 13

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 (%)
PP	17.7	161.4	48.7						

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	40.4	88.9	26.8	132.0	11.0	3.9	5,335	89.6	27.1
GF	10.1	185.4	55.9	154.7	0.0	0.0	1,563	185.4	55.9
LP	2.5	331.7	100.0	131.9	0.0	0.0	333	331.7	100.0
ALL	70.7	71.1	21.4	136.3	10.7	3.4	9,641	71.9	21.7

Unit Summary: Unit 13

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	15.8	75	95	3,463	3,334	3.7	18.5	25.3	6.4	61.3
GF	LIVE	CUT	1	ALL	18.6	79	100	1,563	1,563	0.0	5.4	10.1	2.3	28.8
LP	LIVE	CUT	1	ALL	14.0	79	100	371	333	10.2	2.4	2.5	0.7	6.1
ALL	LIVE	CUT	10	ALL	16.3	76	96	5,397	5,230	3.1	26.3	37.9	9.4	96.2
ALL	ALL	ALL	10	ALL	16.3	76	96	5,397	5,230	3.1	26.3	37.9	9.4	96.2

Cruise Unit Report Unit 14

Unit Sale Notice Volume (MBF): Unit 14

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	11.7			35		24	8	3
WL	13.7			8		5	2	0
GF	19.7			7	5	2		0
WH	19.4			2		2		
ALL	12.7			52	5	33	11	3

Unit Sale Notice Weight (tons): Unit 14

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	285		211	54	20
GF	56	39	15		2
WL	47		33	13	1
WH	29		29		
ALL	418	39	288	67	24

Unit Cruise Design: Unit 14

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	6.9		7	3	1

Unit Cruise Summary: Unit 14

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC		4	0.6	0
DF	7	16	2.3	0
WL	1	4	0.6	0
GF	1	2	0.3	0
WH	1	1	0.1	0
ALL	10	27	3.9	0

Unit Cruise Statistics: Unit 14

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 (%)
RC	15.9	137.7	52.0						
DF	63.5	103.3	39.0	107.6	28.5	10.8	6,834	107.1	40.5
WL	15.9	137.7	52.0	139.7	0.0	0.0	2,218	137.7	52.0
GF	7.9	170.8	64.5	128.9	0.0	0.0	1,023	170.8	64.5
WH	4.0	264.6	100.0	67.2	0.0	0.0	267	264.6	100.0
ALL	107.2	56.9	21.5	113.3	27.5	8.7	12,140	63.2	23.2

Unit Summary: Unit 14

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	11.7	64	80	5,492	5,125	6.7	63.8	47.6	13.9	35.4
GF	LIVE	CUT	1	ALL	19.7	74	94	1,282	1,023	20.2	3.7	7.9	1.8	7.1
RC	LIVE	CUT	0	ALL	18.8	62	78				4.1	7.9	1.8	
WH	LIVE	CUT	1	ALL	19.4	67	83	487	267	45.2	1.9	4.0	0.9	1.8
WL	LIVE	CUT	1	ALL	13.7	73	92	1,109	1,109	0.0	7.8	7.9	2.1	7.7
ALL	LIVE	CUT	10	ALL	13.0	65	82	8,370	7,524	10.1	81.3	75.4	20.6	51.9
ALL	ALL	ALL	10	ALL	13.0	65	82	8,370	7,524	10.1	81.3	75.4	20.6	51.9

Cruise Unit Report Unit 15

Unit Sale Notice Volume (MBF): Unit 15

Sp	DBH	Rings/In	Age	MBF Volume by Grade						Utility
				All	2 Saw	3 Saw	4 Saw	5 Saw	6 Saw	
DF	13.9			200	40	133	21			5
PP	11.4			108				56	46	6
ALL	12.8			307	40	133	21	56	46	12

Unit Sale Notice Weight (tons): Unit 15

Sp	Tons by Grade						Utility
	All	2 Saw	3 Saw	4 Saw	5 Saw	6 Saw	
DF	1,224	252	816	113			42
PP	583				310	240	32
ALL	1,807	252	816	113	310	240	74

Unit Cruise Design: Unit 15

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 0 ft	38.5		17	6	0

Unit Cruise Summary: Unit 15

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WL		1	0.1	0
PP	6	42	2.5	0
DF	10	22	1.3	0
ALL	16	65	3.8	0

Unit Cruise Statistics: Unit 15

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WL	2.0	412.3	100.0						
PP	83.0	59.2	14.4	108.7	25.4	10.4	9,027	64.4	17.7
DF	43.5	130.4	31.6	164.1	11.2	3.6	7,139	130.8	31.8
ALL	128.5	45.5	11.0	127.8	27.4	6.9	16,419	53.1	13.0

Unit Summary: Unit 15

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	13.9	76	96	5,209	5,192	0.3	30.0	31.6	8.5	199.9
PP	LIVE	CUT	6	ALL	11.4	54	71	2,816	2,794	0.8	36.3	25.7	7.6	107.6
ALL	LIVE	CUT	16	ALL	12.6	64	82	8,025	7,986	0.5	66.3	57.3	16.1	307.5
ALL	ALL	ALL	16	ALL	12.6	64	82	8,025	7,986	0.5	66.3	57.3	16.1	307.5

Cruise Unit Report Unti 16

Unit Sale Notice Volume (MBF): Unti 16

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	16.1			308	90	195	17	6
GF	9.9			138				138
WL	18.8			16	8	7		2
ALL	15.2			462	98	202	17	146

Unit Sale Notice Weight (tons): Unti 16

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	2,154	582	1,416	100	56
GF	1,013				1,013
WL	106	64	31		11
ALL	3,273	646	1,448	100	1,080

Unit Cruise Design: Unti 16

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (33.61) Measure/Count Plots, Sighting Ht = 0 ft	51.1		17	4	2

Unit Cruise Summary: Unti 16

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC		1	0.1	0
DF	10	46	2.7	0
GF	1	20	1.2	0
WL	1	1	0.1	0
ALL	12	68	4.0	0

Unit Cruise Statistics: Unti 16

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 (%)
RC	2.0	412.3	100.0						

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	90.9	90.3	21.9	145.1	31.5	10.0	13,196	95.6	24.1
GF	39.5	147.9	35.9	80.4	0.0	0.0	3,181	147.9	35.9
WL	2.0	412.3	100.0	160.3	0.0	0.0	317	412.3	100.0
ALL	134.4	55.9	13.6	126.0	36.3	10.5	16,943	66.7	17.1

Unit Summary: Unti 16

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	16.1	75	95	6,756	6,024	10.8	29.4	41.5	10.3	307.8
GF	LIVE	CUT	1	ALL	9.9	40	48	2,704	2,704	0.0	62.9	33.6	10.7	138.2
RC	LIVE	CUT	0	ALL								2.0		
WL	LIVE	CUT	1	ALL	18.8	90	115	385	317	17.6	1.0	2.0	0.5	16.2
ALL	LIVE	CUT	12	ALL	12.3	52	63	9,844	9,045	8.1	93.3	79.1	21.5	462.2
ALL	ALL	ALL	12	ALL	12.3	52	63	9,844	9,045	8.1	93.3	79.1	21.5	462.2

Cruise Unit Report Unit 17

Unit Sale Notice Volume (MBF): Unit 17

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	11.4			240	32	111	64	32
GF	11.0			71	21	39	2	9
RC	13.0			54		39	14	
WL	16.0			42	9	28	1	4
ALL	12.1			407	61	218	82	46

Unit Sale Notice Weight (tons): Unit 17

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	1,775	262	860	448	204
GF	444	157	225	17	45
RC	301		223	78	
WL	285	49	206	4	25
ALL	2,804	469	1,515	546	274

Unit Cruise Design: Unit 17

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 0 ft	43.4		19	7	2

Unit Cruise Summary: Unit 17

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
PP		8	0.4	0
DF	11	45	2.4	0
GF	2	8	0.4	0
RC	1	8	0.4	0
WL	4	5	0.3	0
ALL	18	74	3.9	0

Unit Cruise Statistics: Unit 17

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 (%)
PP	11.7	228.3	52.4						
DF	65.8	102.7	23.6	114.6	24.1	7.3	7,543	105.5	24.7
GF	11.7	228.3	52.4	160.7	0.2	0.2	1,880	228.3	52.4
RC	11.7	329.4	75.6	141.0	0.0	0.0	1,650	329.4	75.6
WL	7.3	354.7	81.4	132.5	24.3	12.2	969	355.5	82.3
ALL	108.2	70.5	16.2	124.8	23.8	5.6	13,501	74.4	17.1

Unit Summary: Unit 17

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	11.4	58	72	6,182	5,531	10.5	68.1	48.2	14.3	240.1
GF	LIVE	CUT	2	ALL	11.0	63	78	1,808	1,645	9.0	15.5	10.2	3.1	71.4
RC	LIVE	CUT	1	ALL	13.0	64	81	1,333	1,237	7.1	9.5	8.8	2.4	53.7
WL	LIVE	CUT	4	ALL	16.0	74	93	1,097	969	11.7	5.2	7.3	1.8	42.0
ALL	LIVE	CUT	18	ALL	11.8	60	75	10,420	9,382	10.0	98.3	74.6	21.6	407.2
ALL	ALL	ALL	18	ALL	11.8	60	75	10,420	9,382	10.0	98.3	74.6	21.6	407.2

Cruise Unit Report PRLC ROW

Unit Sale Notice Volume (MBF): PRLC ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.8			1	0	0	0	0
WL	11.7			0		0	0	0
GF	10.9			0		0		0
LP	9.0			0			0	
PP	8.5			0				0
ALL	13.1			1	0	1	0	0

Unit Sale Notice Weight (tons): PRLC ROW

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	7	3	3	1	0
GF	2		1		1
WL	1		1	0	0
LP	0			0	
PP	0				0
ALL	10	3	5	1	1

Unit Cruise Design: PRLC ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	1.0		1	1	0

Unit Cruise Summary: PRLC ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC		1	1.0	0
DF	6	6	6.0	0
WL	2	2	2.0	0
GF	4	4	4.0	0
LP	1	1	1.0	0
PP	1	1	1.0	0

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
ALL	14	15	15.0	0

Unit Cruise Statistics: PRLC ROW

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 (%)
RC	7.5	0.0	0.0						
DF	8.2	0.0	0.0	118.2	34.2	14.0	967	34.2	14.0
WL	1.5	0.0	0.0	139.3	40.2	28.4	209	40.2	28.4
GF	2.6	0.0	0.0	61.2	63.9	31.9	159	63.9	31.9
LP	0.4	0.0	0.0	70.5	0.0	0.0	31	0.0	0.0
PP	0.4	0.0	0.0	20.5	0.0	0.0	8	0.0	0.0
ALL	20.6	0.0	0.0	104.8	42.5	11.4	2,157	42.5	11.4

Unit Summary: PRLC ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	15.8	52	63	1,000	967	3.3	6.0	8.2	2.1	1.0
GF	LIVE	CUT	4	ALL	10.9	41	50	176	159	9.7	4.0	2.6	0.8	0.2
LP	LIVE	CUT	1	ALL	9.0	39	47	31	31	0.0	1.0	0.4	0.1	0.0
PP	LIVE	CUT	1	ALL	8.5	25	29	8	8	0.0	1.0	0.4	0.1	0.0
WL	LIVE	CUT	2	ALL	11.7	56	69	209	209	0.0	2.0	1.5	0.4	0.2
ALL	LIVE	CUT	14	ALL	13.1	47	57	1,424	1,374	3.5	14.0	13.1	3.6	1.4
ALL	ALL	ALL	14	ALL	13.1	47	57	1,424	1,374	3.5	14.0	13.1	3.6	1.4

Cruise Unit Report Stimson ROW

Unit Sale Notice Volume (MBF): Stimson ROW

Sp	DBH	Rings/In	Age	MBF Volume by Grade	
				All	4 Saw
DF	9.6			0	0
GF	10.9			0	0
ALL	10.1			0	0

Unit Sale Notice Weight (tons): Stimson ROW

Sp	Tons by Grade	
	All	4 Saw
DF	0	0
GF	0	0
ALL	1	1

Unit Cruise Design: Stimson ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	1.0		1	1	0

Unit Cruise Summary: Stimson ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	2	2	2.0	0
GF	1	1	1.0	0
ALL	3	3	3.0	0

Unit Cruise Statistics: Stimson ROW

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	1.0	0.0	0.0	54.0	34.2	24.2	54	34.2	24.2
GF	0.7	0.0	0.0	44.6	0.0	0.0	29	0.0	0.0
ALL	1.7	0.0	0.0	50.3	28.0	16.2	83	28.0	16.2

Unit Summary: Stimson ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	9.6	34	39	54	54	0.0	2.0	1.0	0.3	0.1
GF	LIVE	CUT	1	ALL	10.9	32	37	29	29	0.0	1.0	0.7	0.2	0.0
ALL	LIVE	CUT	3	ALL	10.1	33	38	83	83	0.0	3.0	1.6	0.5	0.1
ALL	ALL	ALL	3	ALL	10.1	33	38	83	83	0.0	3.0	1.6	0.5	0.1

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

Pre-Haul Maintenance: **linear feet**
Existing road to receive maintenance work (specifically required by the contract) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Optional Construction: **linear feet**
Optional roads to be constructed and then abandoned

Temporary Optional Reconstruction: **linear feet**
Optional roads to be reconstructed and then abandoned

New Abandonment: **linear feet**
Abandonment of roads constructed or reconstructed under the contract

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 6/13)

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

2004 0002461 PAGE 5 OF 37
 STEVENS COUNTY WASHINGTON

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

Easement No. 50-071670/55-002357

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

Consideration.

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

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

Conveyances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48 15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

To Start

To Riley Creek

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

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

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

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

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

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

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

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

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

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

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

Dated 6-13, 2003

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

Dated 6/20/3, 20

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

Affix Seal of Commissioner
of Public Lands

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



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REPRESENTATIVE ACKNOWLEDGEMENT

State of Idaho

County of Bonner

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

Dated 6-13-03

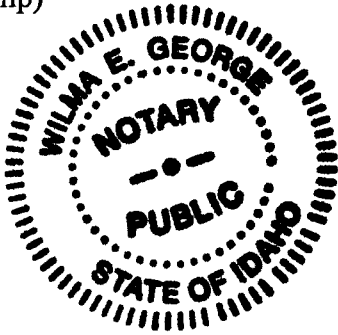
Wilma E. George

(Signature)

(Seal or Stamp)

Wilma E. George

(Print Name)



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

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STATE ACKNOWLEDGEMENT

State of Washington

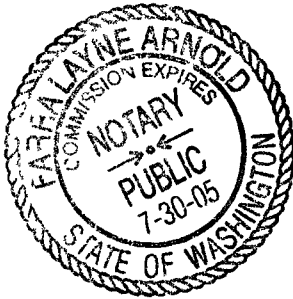
County of Thurston

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

Dated June 20, 2003

Farra Layne Arnold
(Signature)

(Seal or stamp)



Farra Layne Arnold

(Print Name)

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

My appointment expires 7.30.05

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EXHIBIT A
Burdened Parcels

State:

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

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

Riley Creek:

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

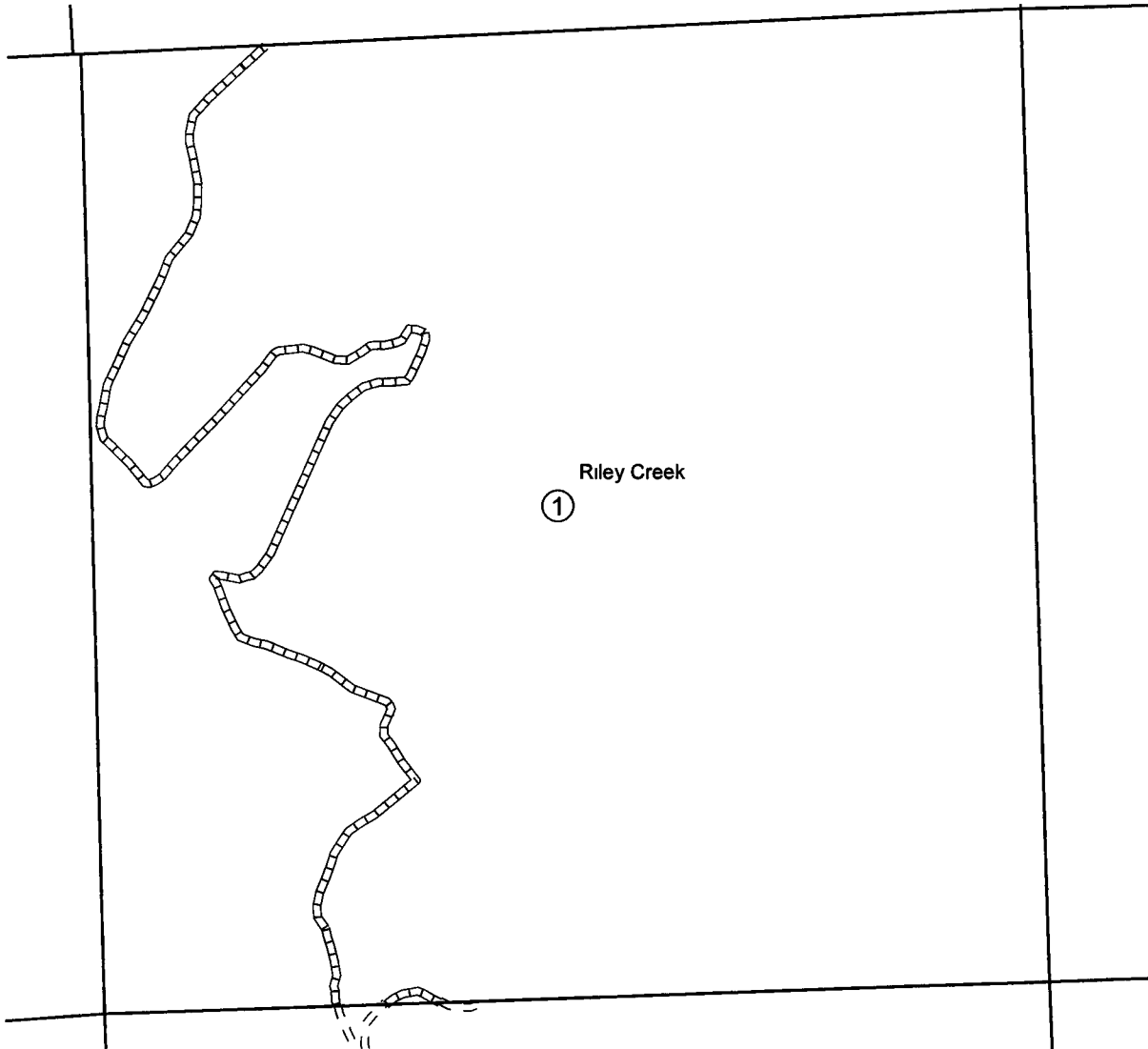
OFF. VOL. 307 PAGE 2301

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



Riley Creek

①

1 inch equals 1,000 feet

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

Exhibit B-1



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

Prepared by S M

Draft Dated 11/20/01

Page 12 of 33

Easement No 50-071670/55-002357

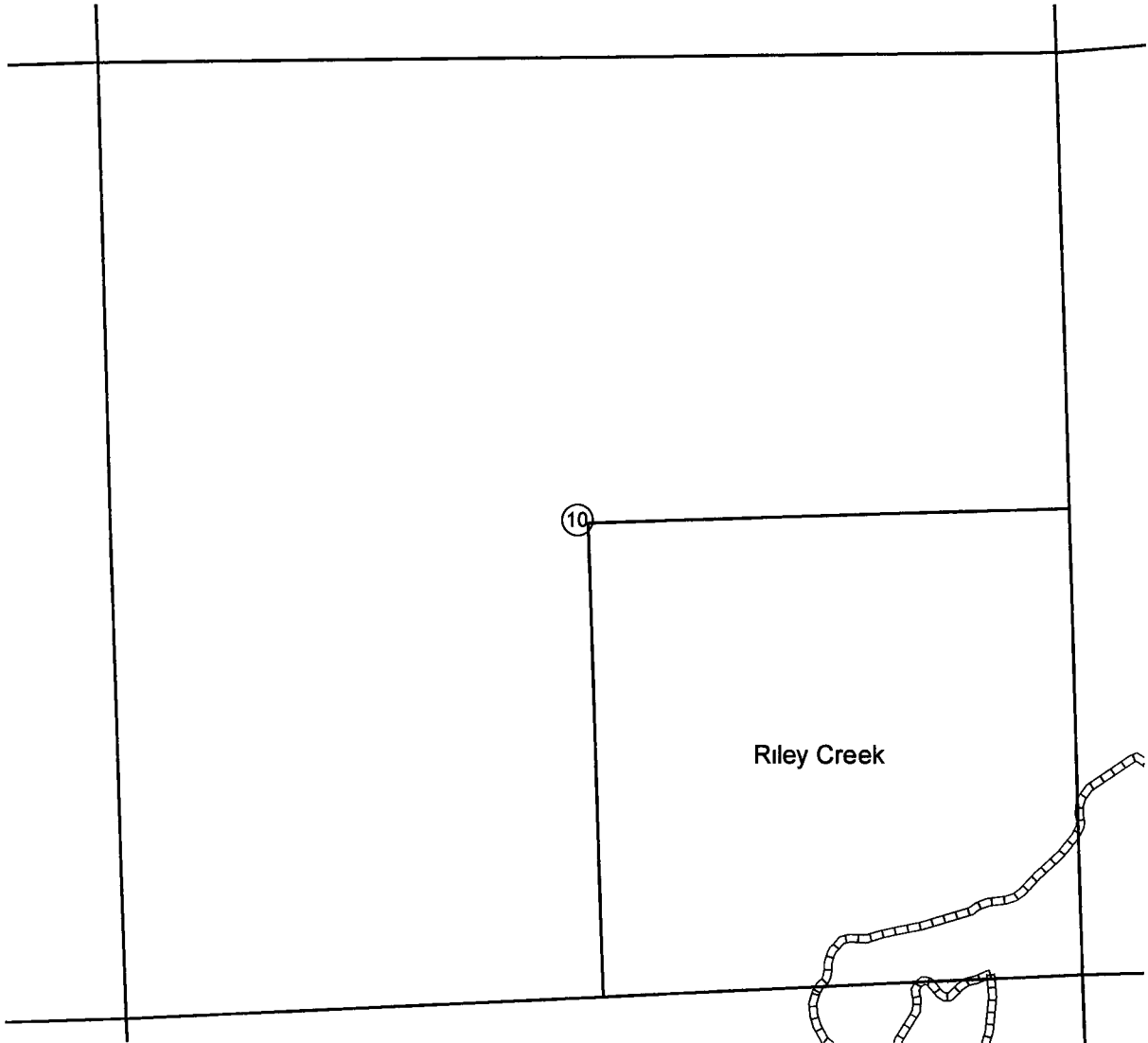
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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 – 002357

County Pend Oreille

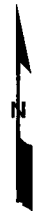
Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

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

Exhibit B-2



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

Prepared by S M

Draft Dated 11/20/01

Page 13 of 33

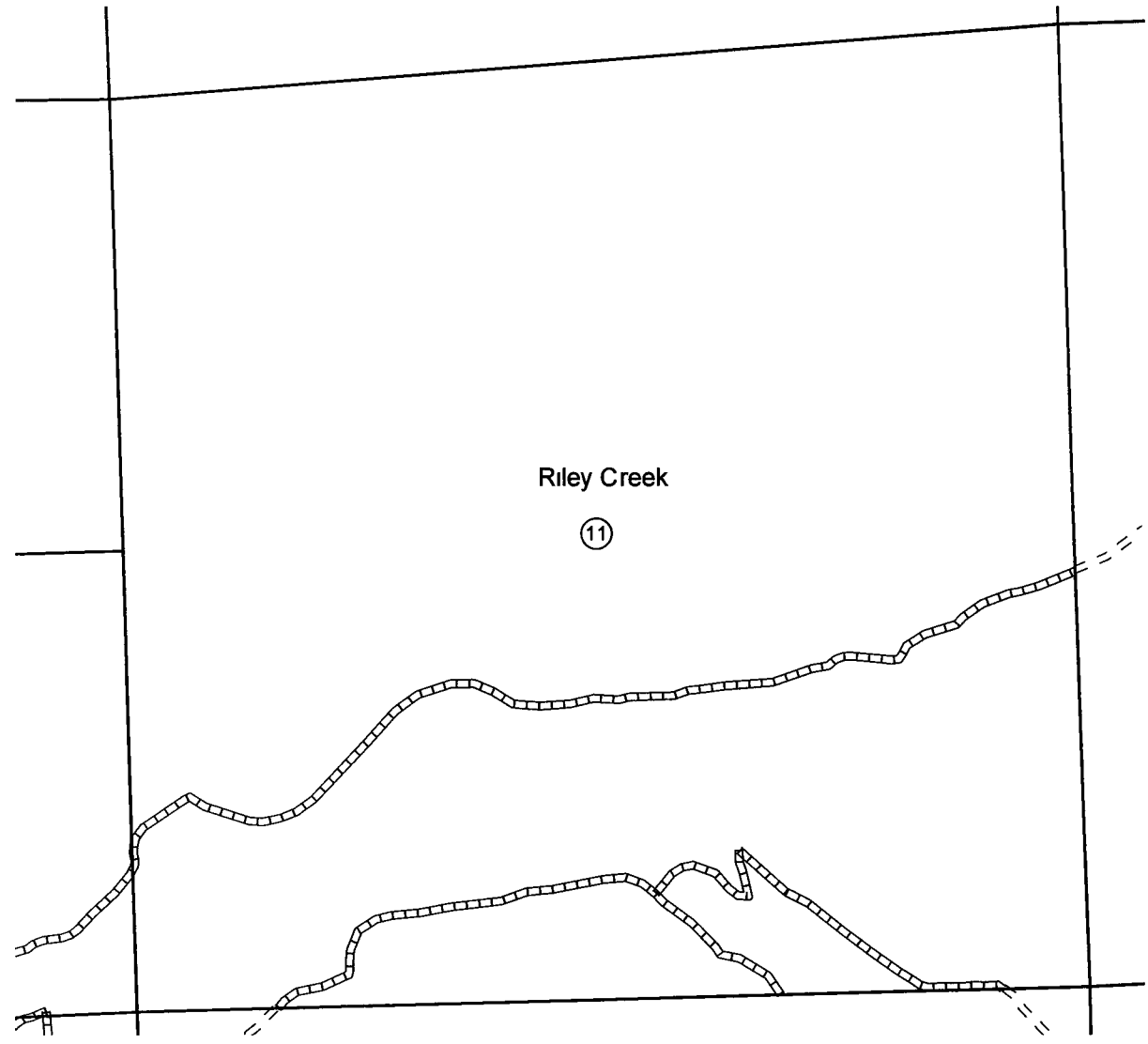
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

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

Exhibit B-3



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

Prepared by S M

Draft Dated 11/20/01

Page 14 of 33

Easement No 50-071670/55-002357

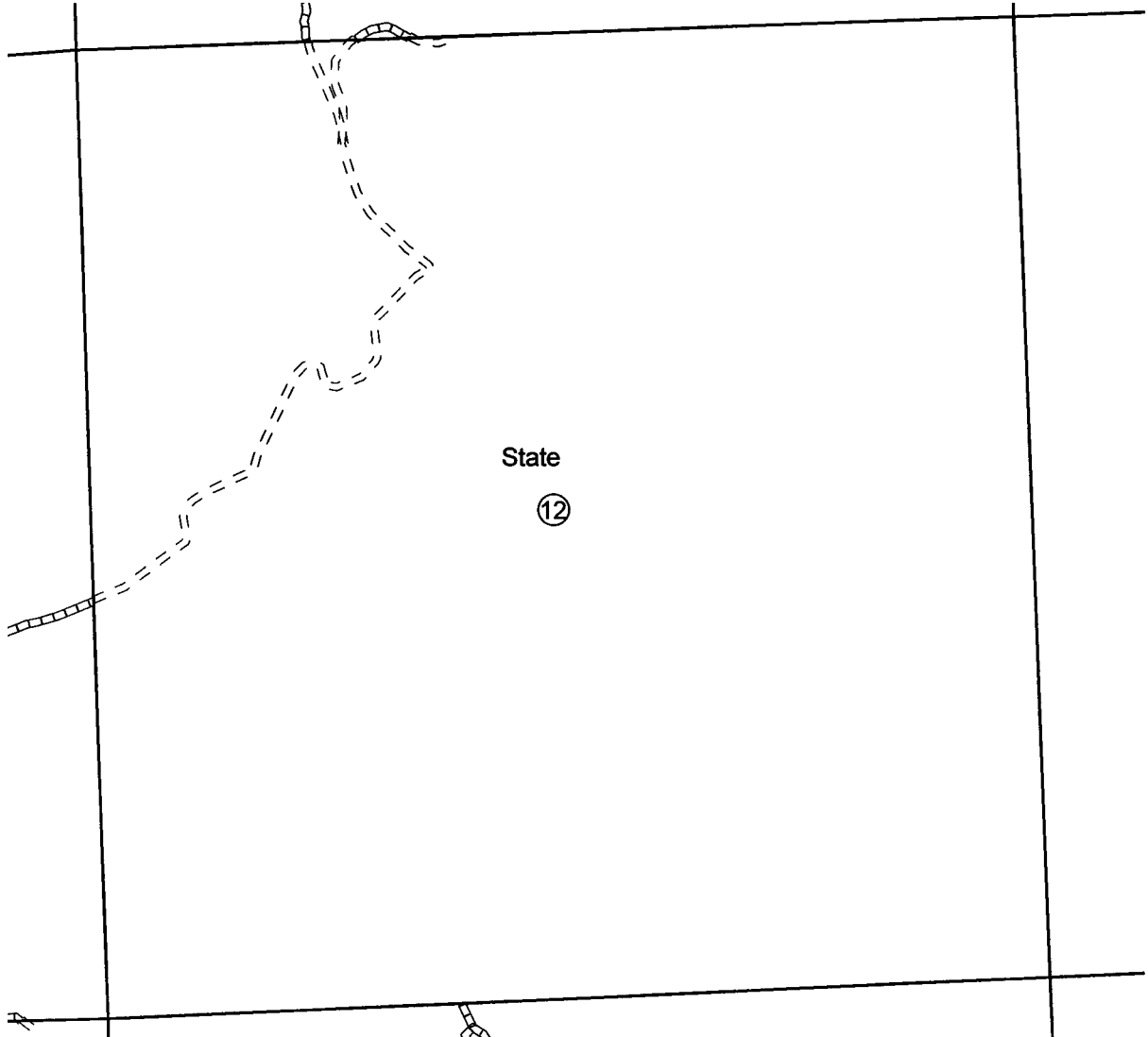
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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



State
⑫

1 inch equals 1,000 feet

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

Exhibit B-4



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

Prepared by S M

Draft Dated 11/20/01

Page 15 of 33

Easement No 50-071670/55-002357

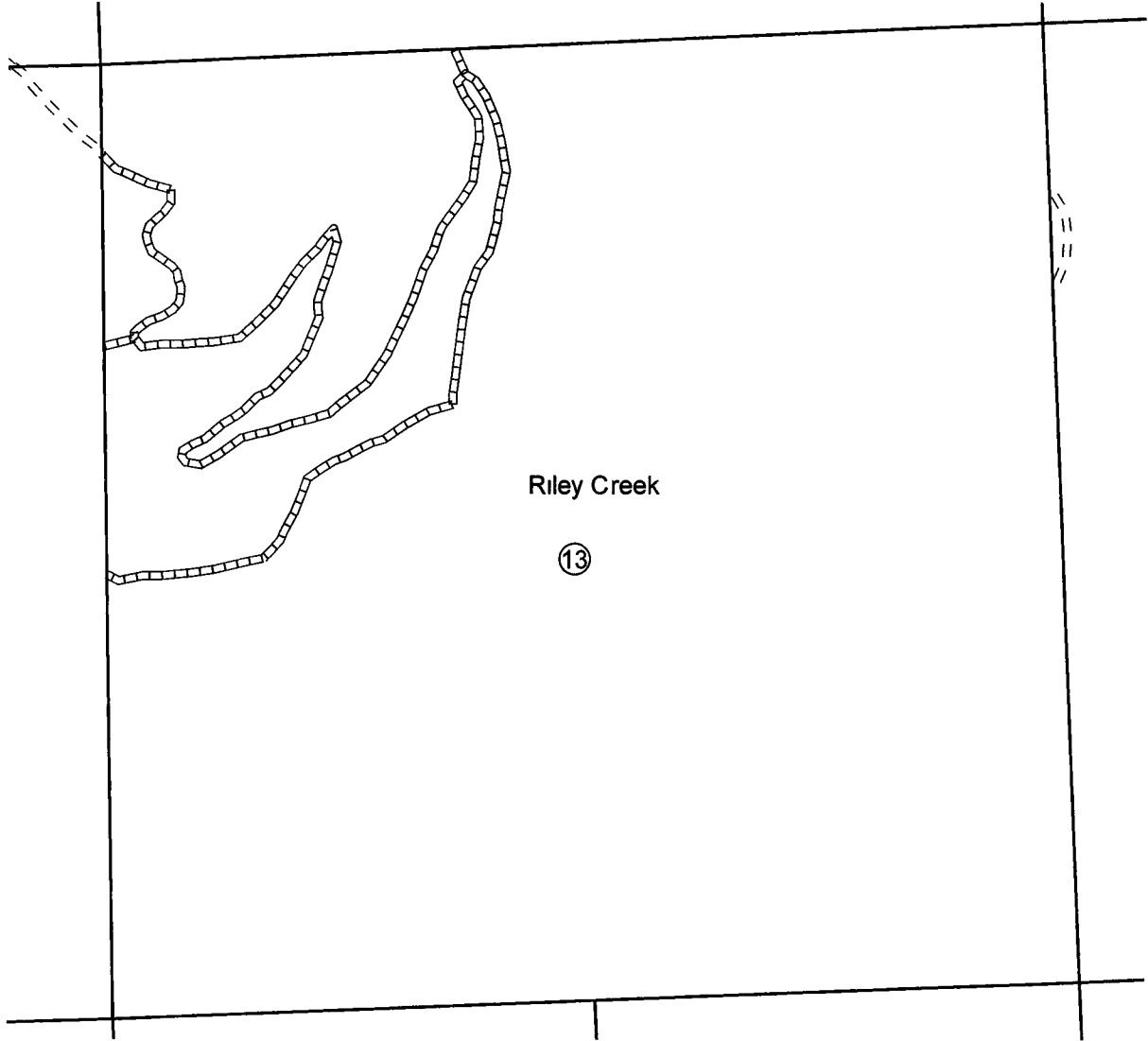
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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



Riley Creek

⑬

1 inch equals 1,000 feet

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

Exhibit B-5



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

Prepared by S M

Draft Dated 11/20/01

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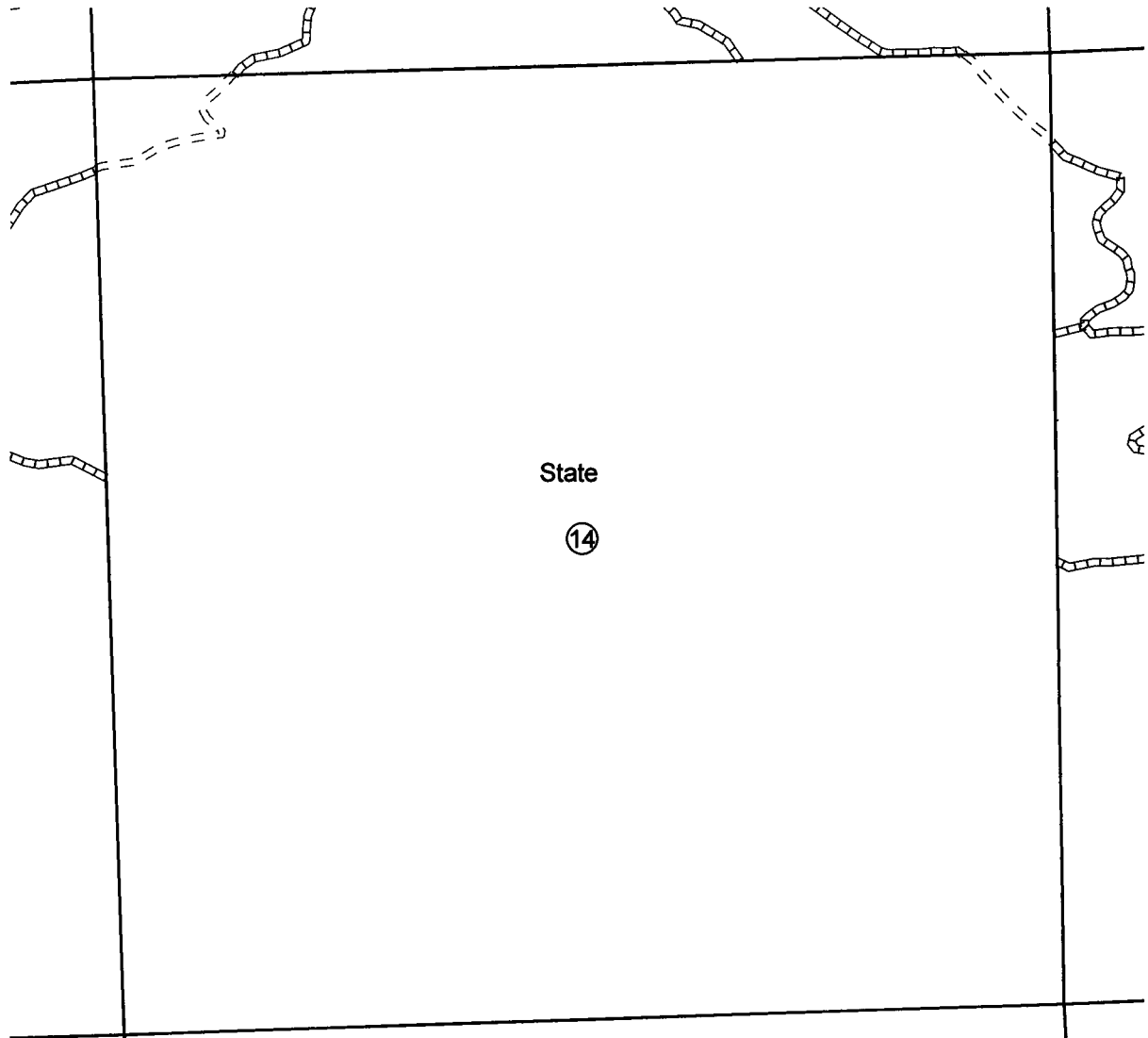
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



State

14

1 inch equals 1,000 feet

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

Exhibit B-6



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

Prepared by S M

Draft Dated 11/20/01

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Easement No 50-071670/55-002357

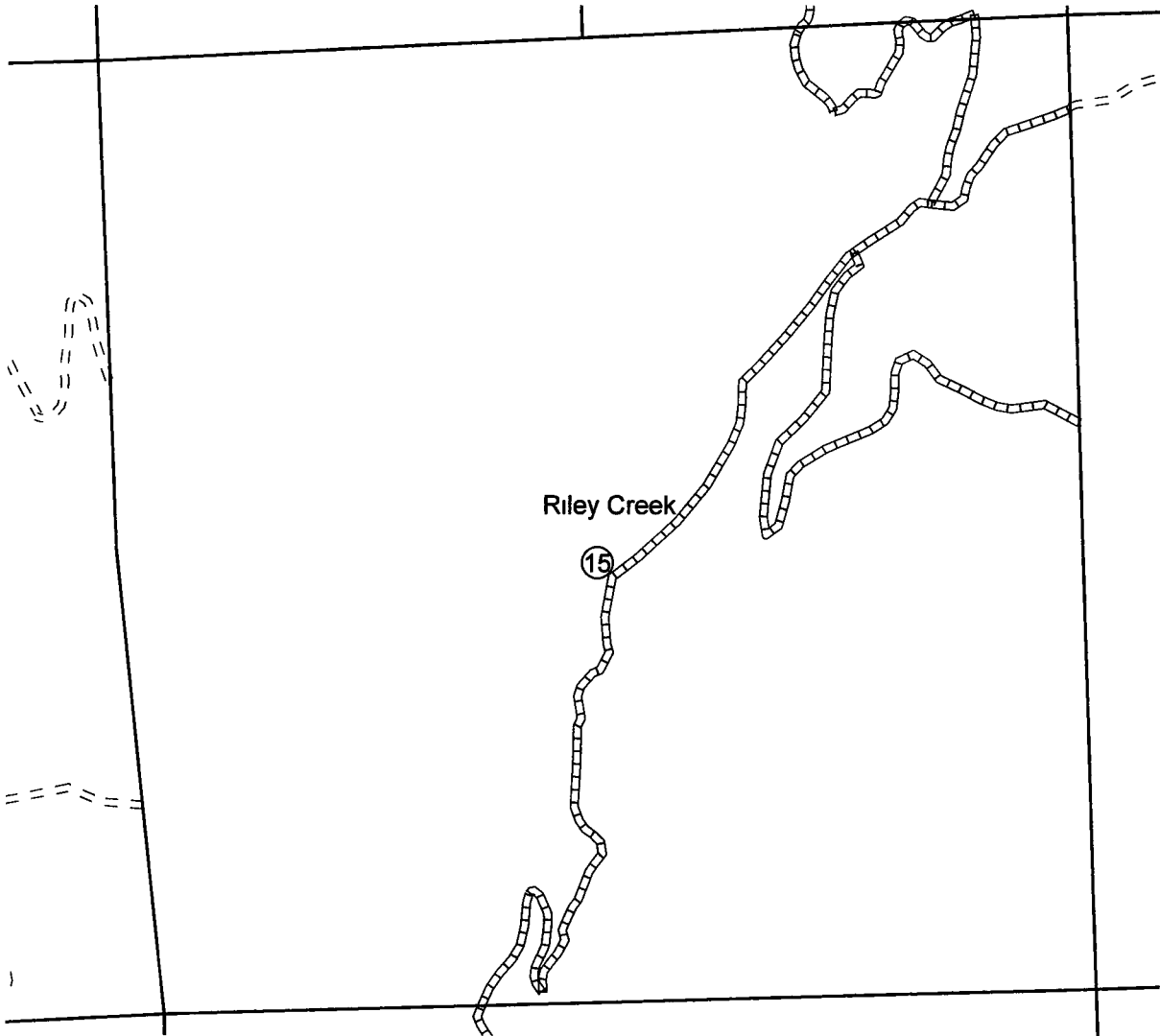
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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

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

Exhibit B-7



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

Prepared by S M

Draft Dated 11/20/01

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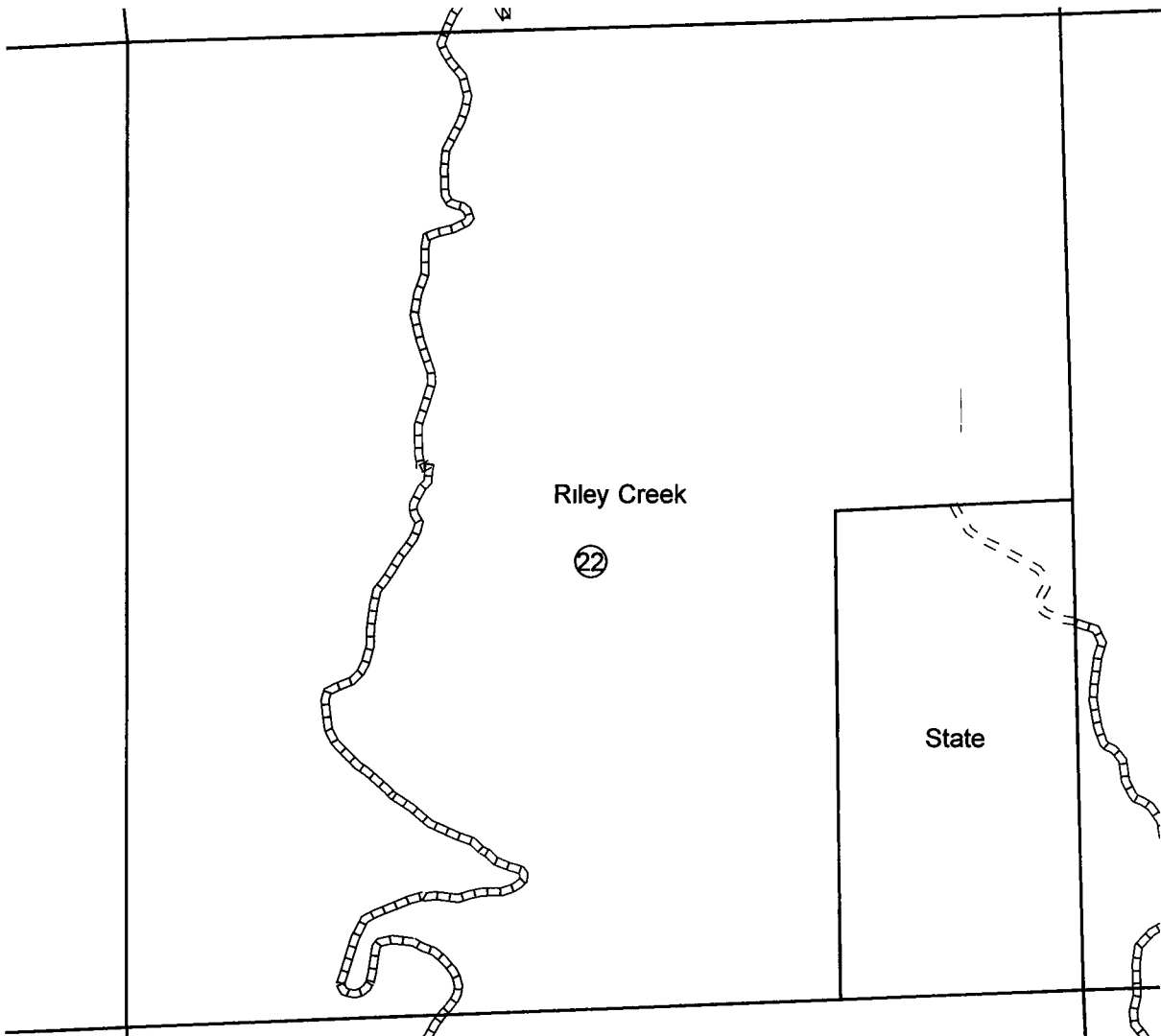
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670 / 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

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

Exhibit B-9



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

Prepared by S M

Draft Dated 11/20/01

Page 20 of 33

Easement No 50-071670/55-002357

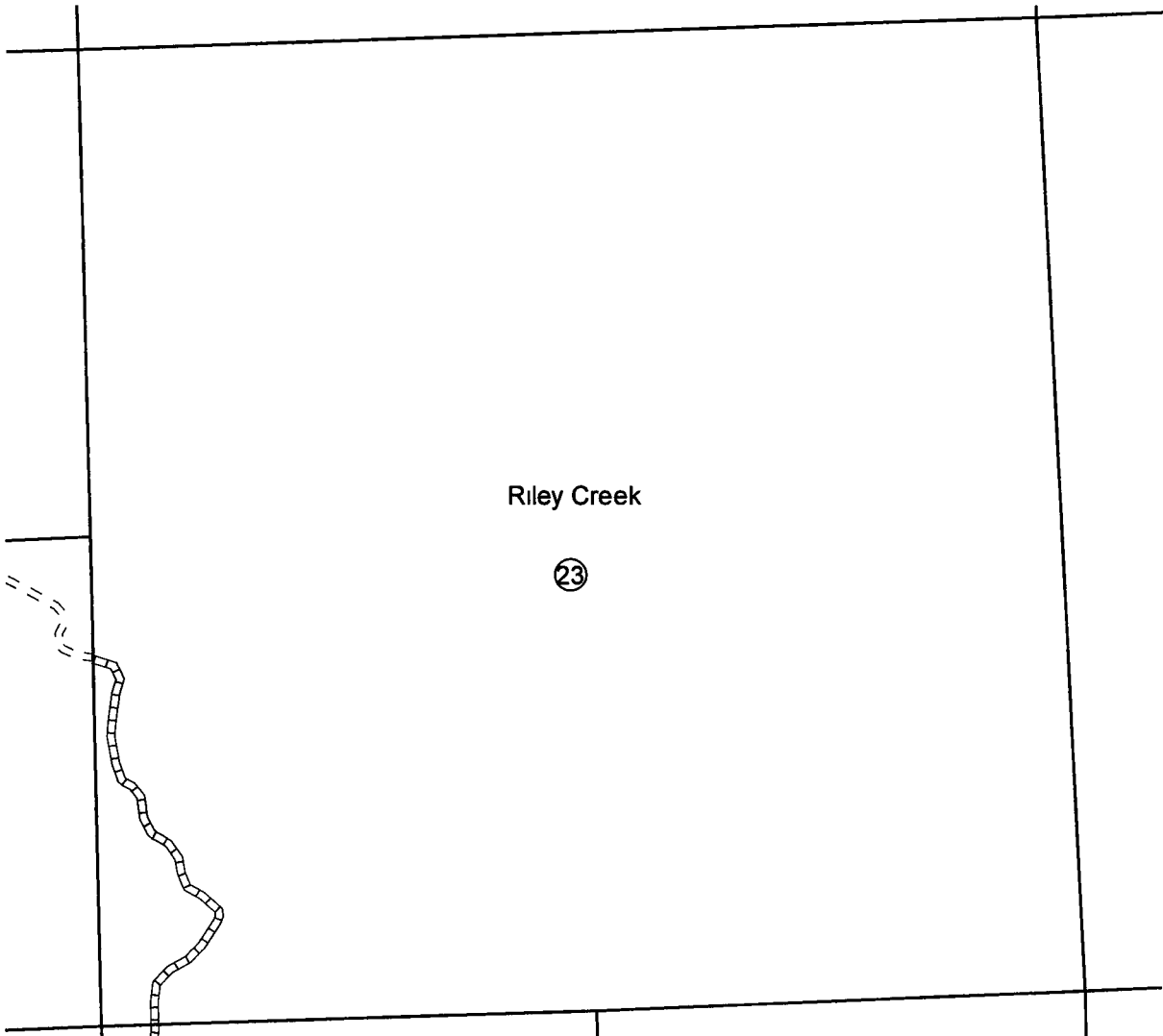
OFF. 307 VOL. 2310

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



Riley Creek

23

1 inch equals 1,000 feet

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

Exhibit B-10



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

Prepared by S M

Draft Dated 11/20/01

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Easement No. 50-071670/55-002357

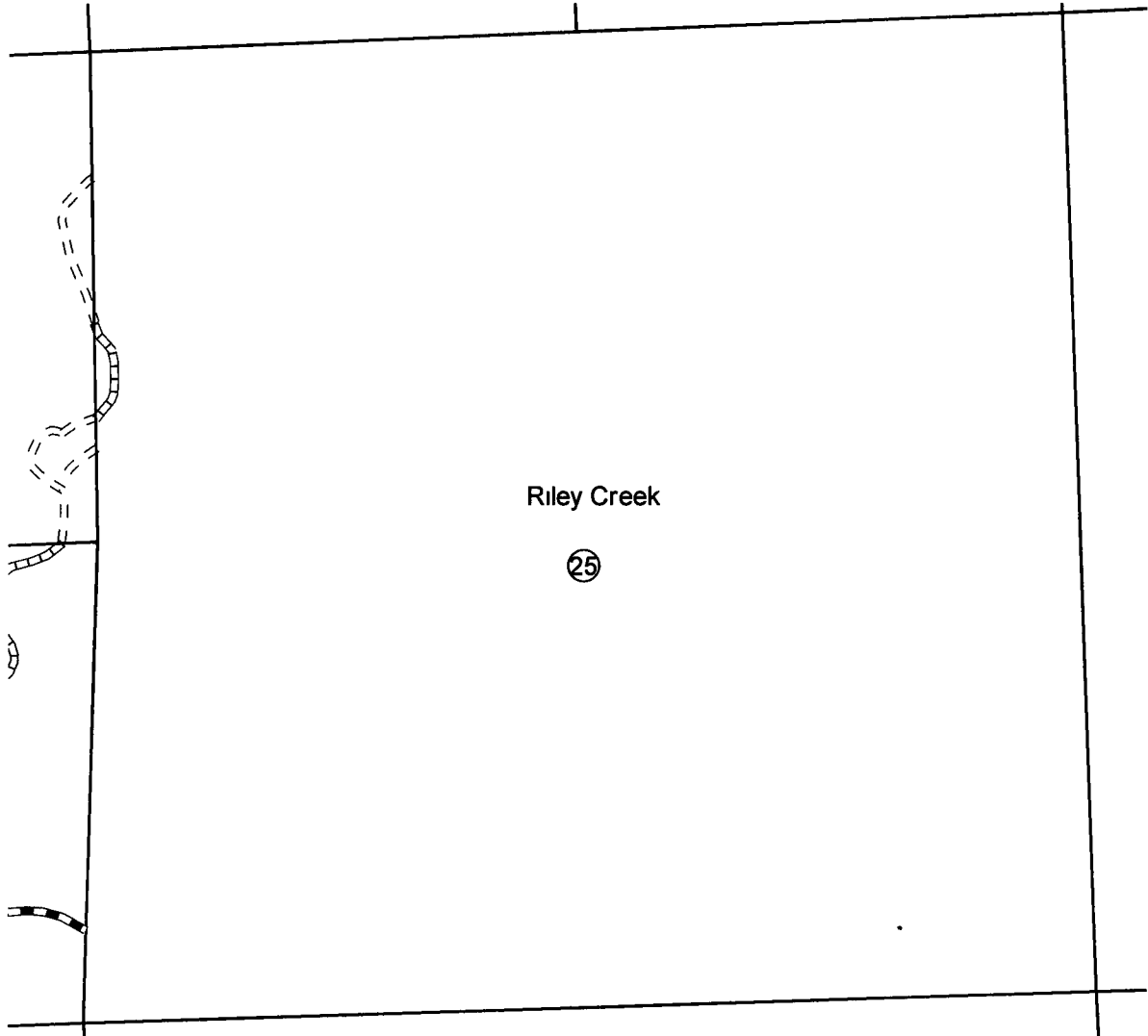
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VOL. 307 PAGE 2311

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet




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

Exhibit B-11



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

Prepared by S M

Draft Dated 11/20/01

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Easement No 50-071670/55-002357

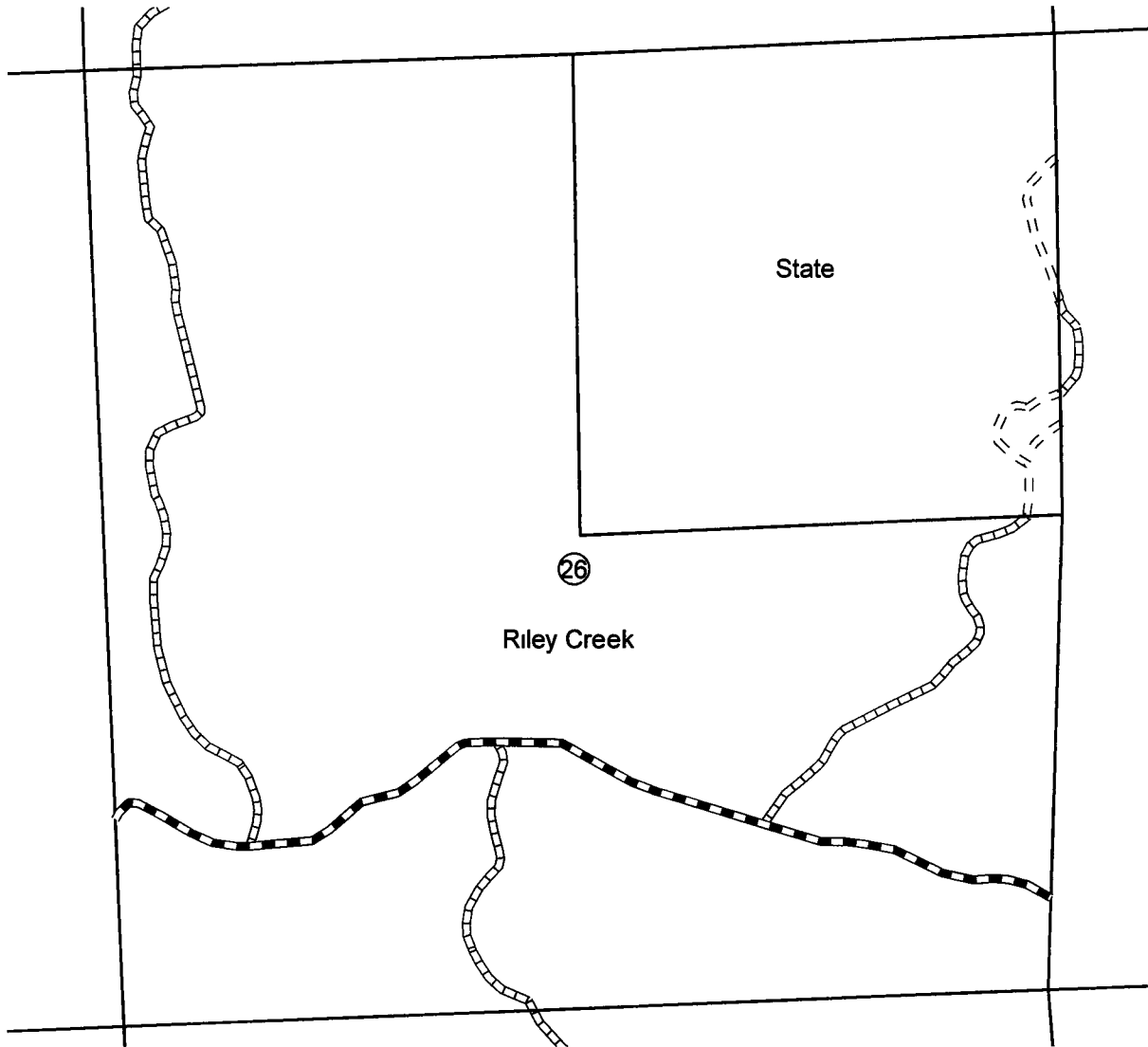
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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 – 002357 / 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



26

Riley Creek

State

1 inch equals 1,000 feet

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

Exhibit B-12



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

Prepared by S M

Draft Dated 11/20/01

Page 23 of 33

Easement No 50-071670/55-002357

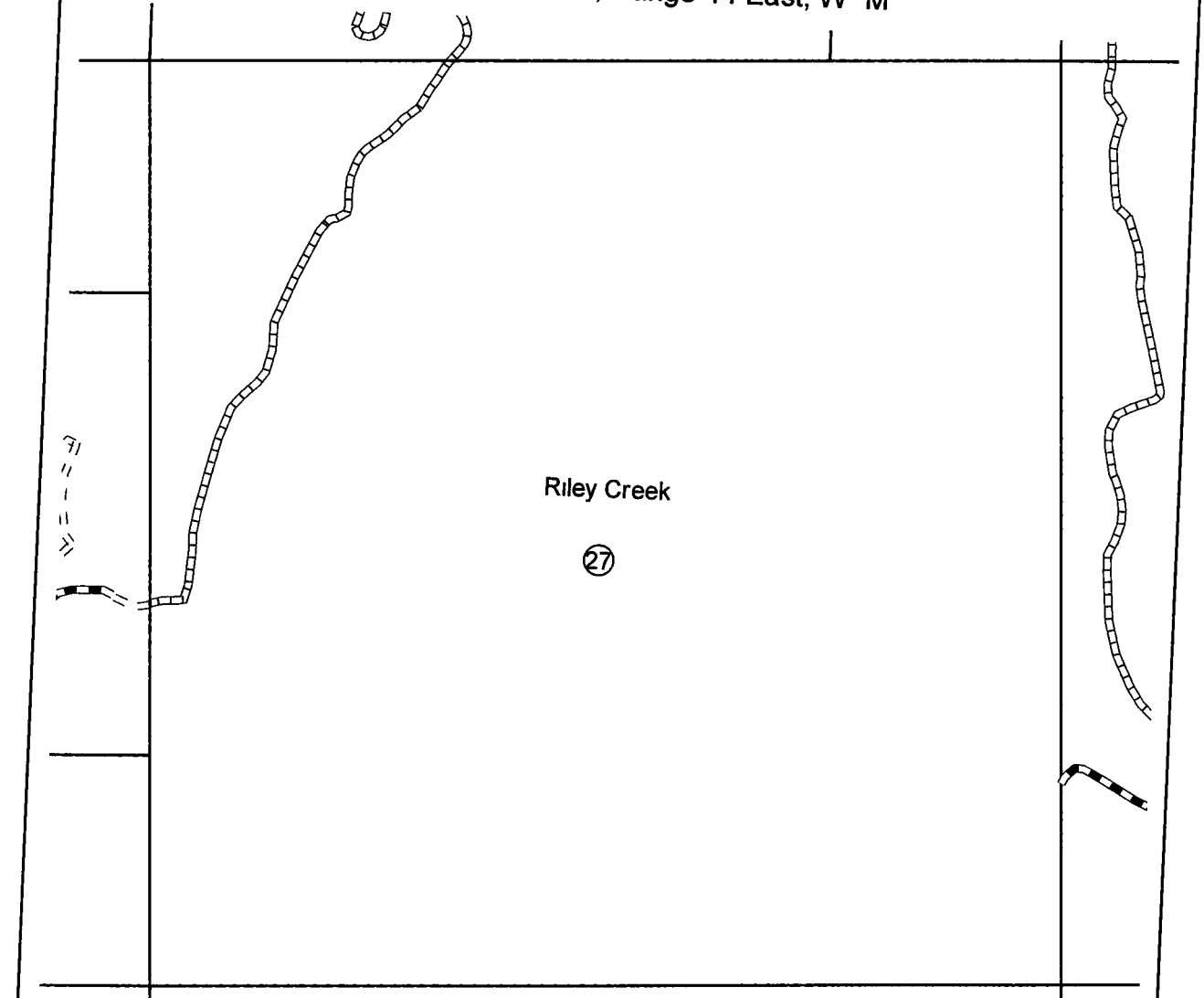
OFF. 307 VOL. 2313

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



Riley Creek

27

1 inch equals 1,000 feet

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

Exhibit B-13



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

Draft Dated 11/20/01

Page 24 of 33

Prepared by S M

Easement No 50-071670/55-002357

OFF. 307 PAGE 2314

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670 County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

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

Exhibit B-14



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

Prepared by S M

Draft Dated 11/20/01

Page 25 of 33

Easement No 50-071670/55-002357

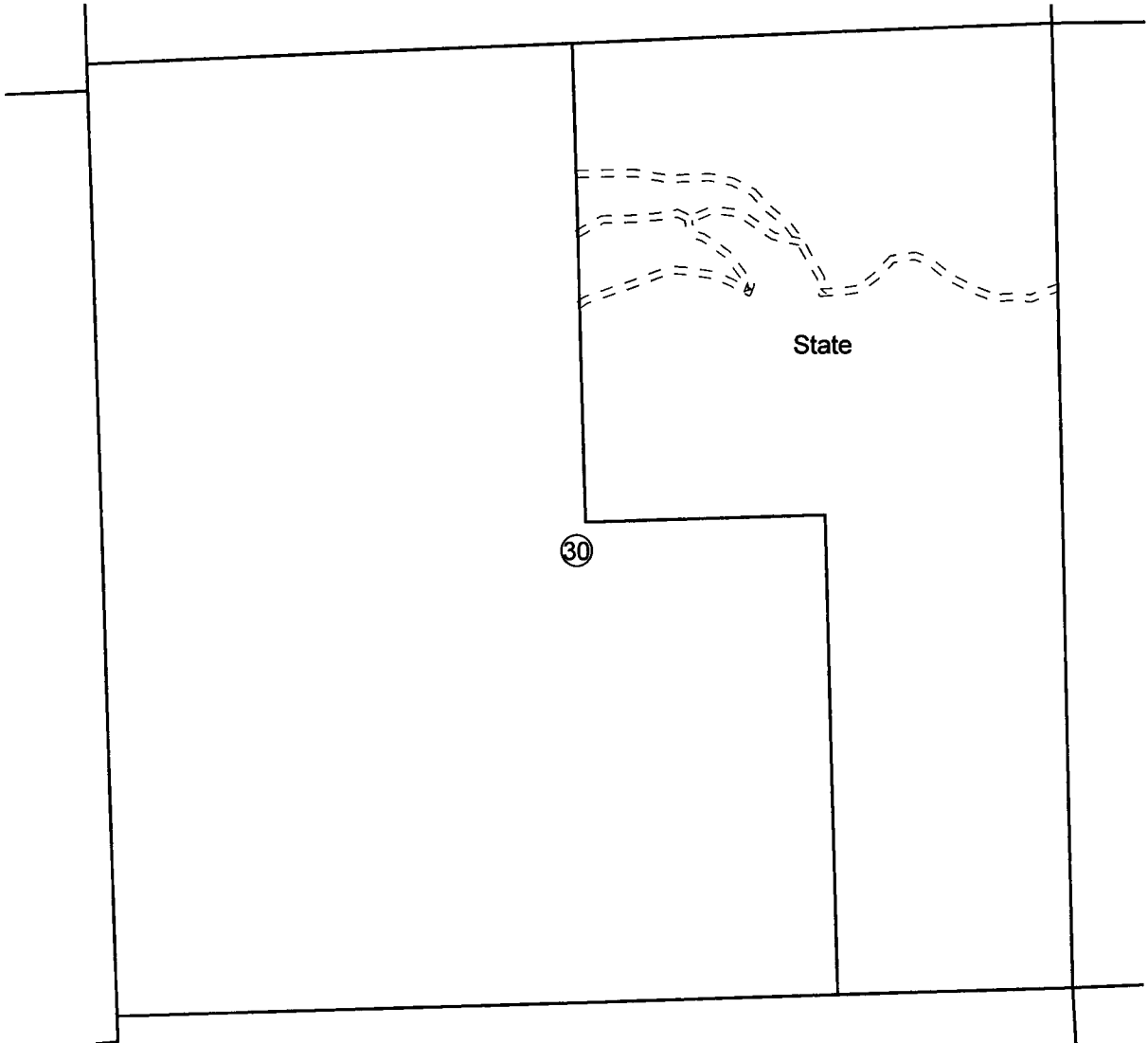
OFF. 307 VOL. 2315

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,000 feet

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

Exhibit B-15



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

Prepared by S M

Draft Dated 11/20/01

Page 26 of 33

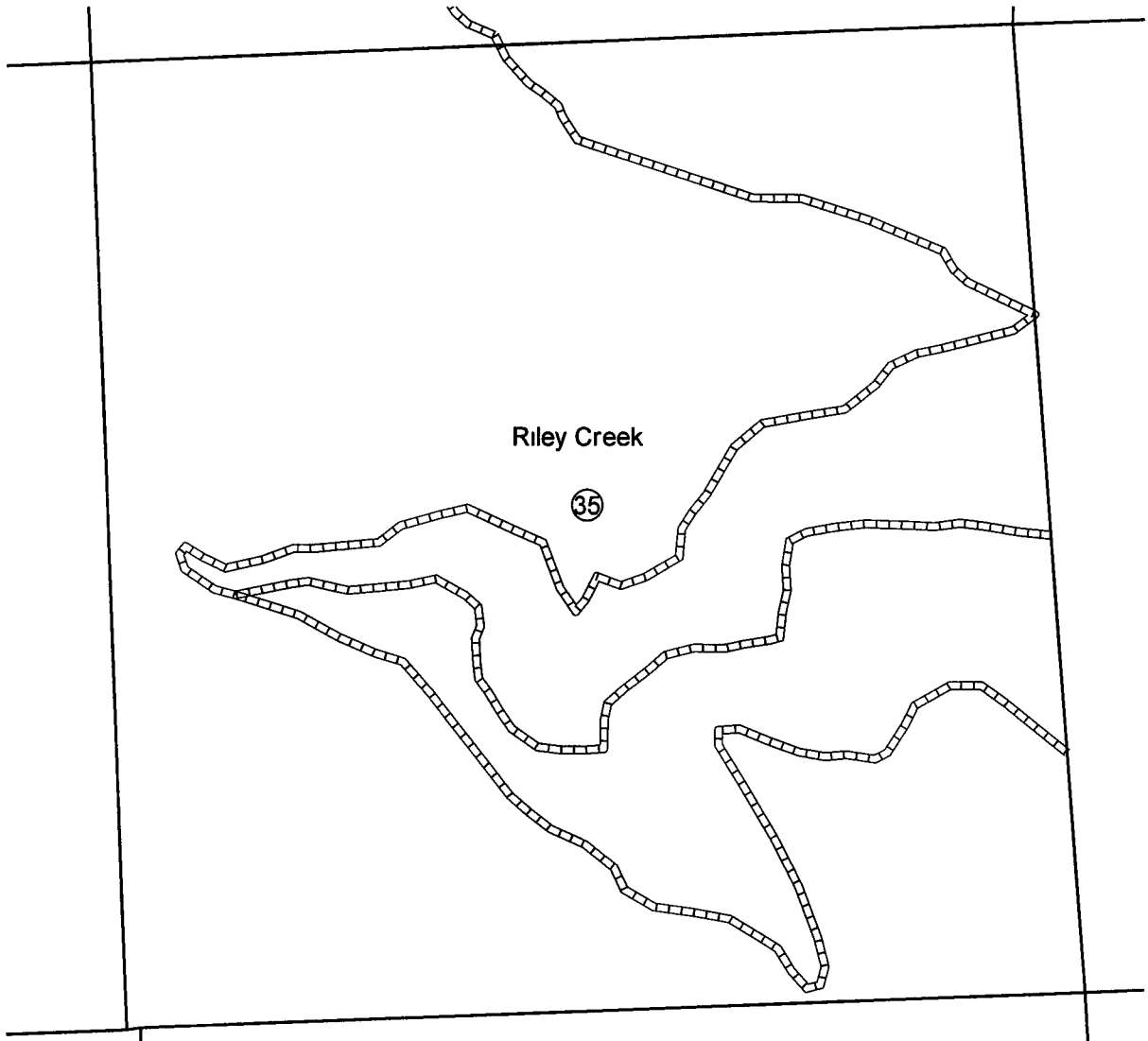
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 55 - 002357

County Pend Oreille

Township 35 North, Range 44 East, W M



1 inch equals 1,008 feet

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

Exhibit B-16



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

Prepared by S M

Draft Dated 11/20/01

Page 27 of 33

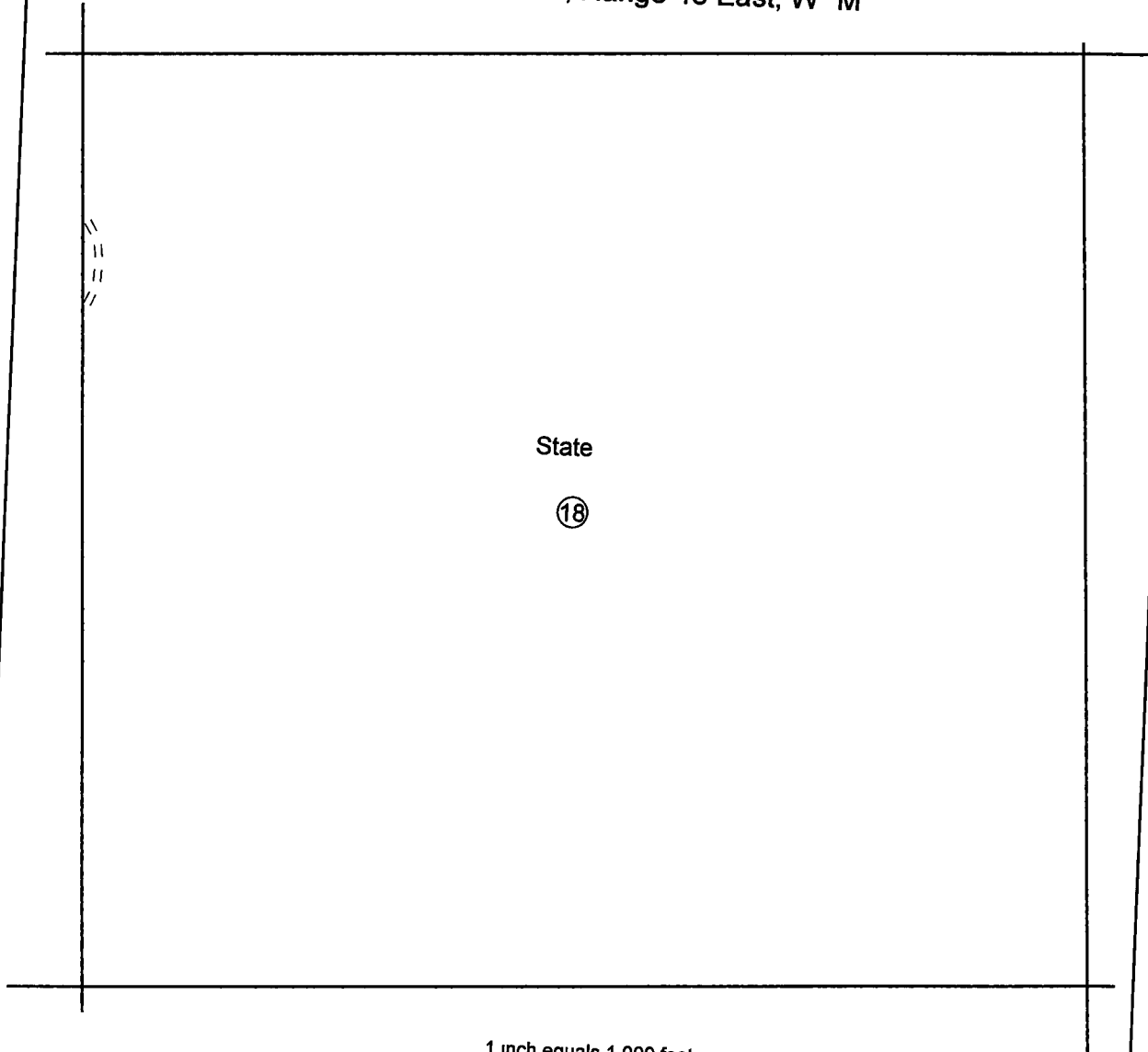
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 - 071670

County Pend Oreille

Township 35 North, Range 45 East, W M



State

18

1 inch equals 1,000 feet




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

Exhibit B-17



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

Draft Dated 11/20/01

Page 28 of 33

Prepared by S M

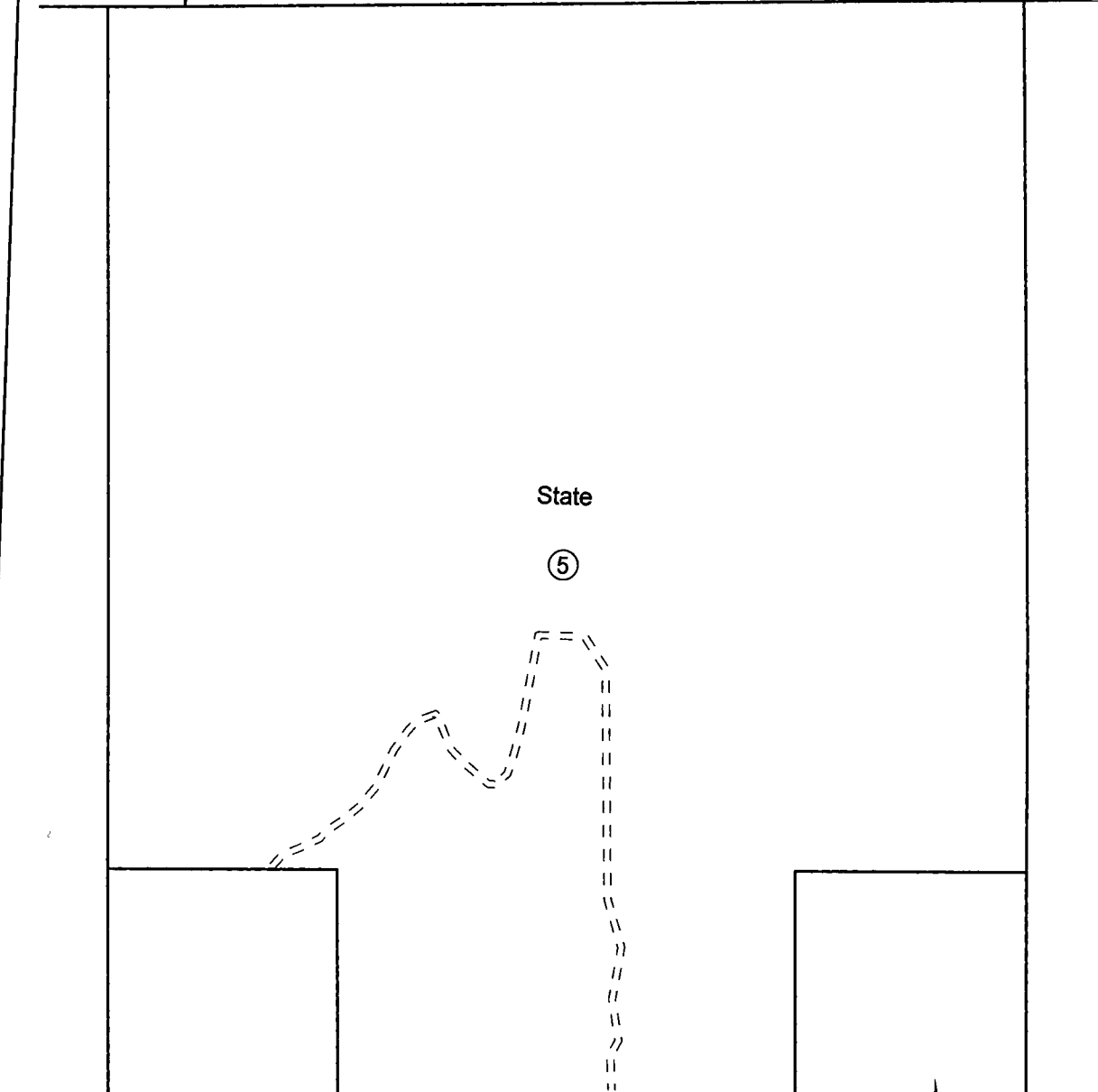
Easement No 50-071670/55-002357

OFF: 307 VOL: 307 PAGE 2318

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50-071670 County Stevens

Township 35 North, Range 41 East, W M



State

⑤

----- Proposed Riley Creek To State

- - - Proposed State To Riley Creek

==== Existing Agreement Road

1 inch equals 1,000 feet

Exhibit B-18

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

Draft Dated 11/20/01

Page 29 of 33

Prepared by S M

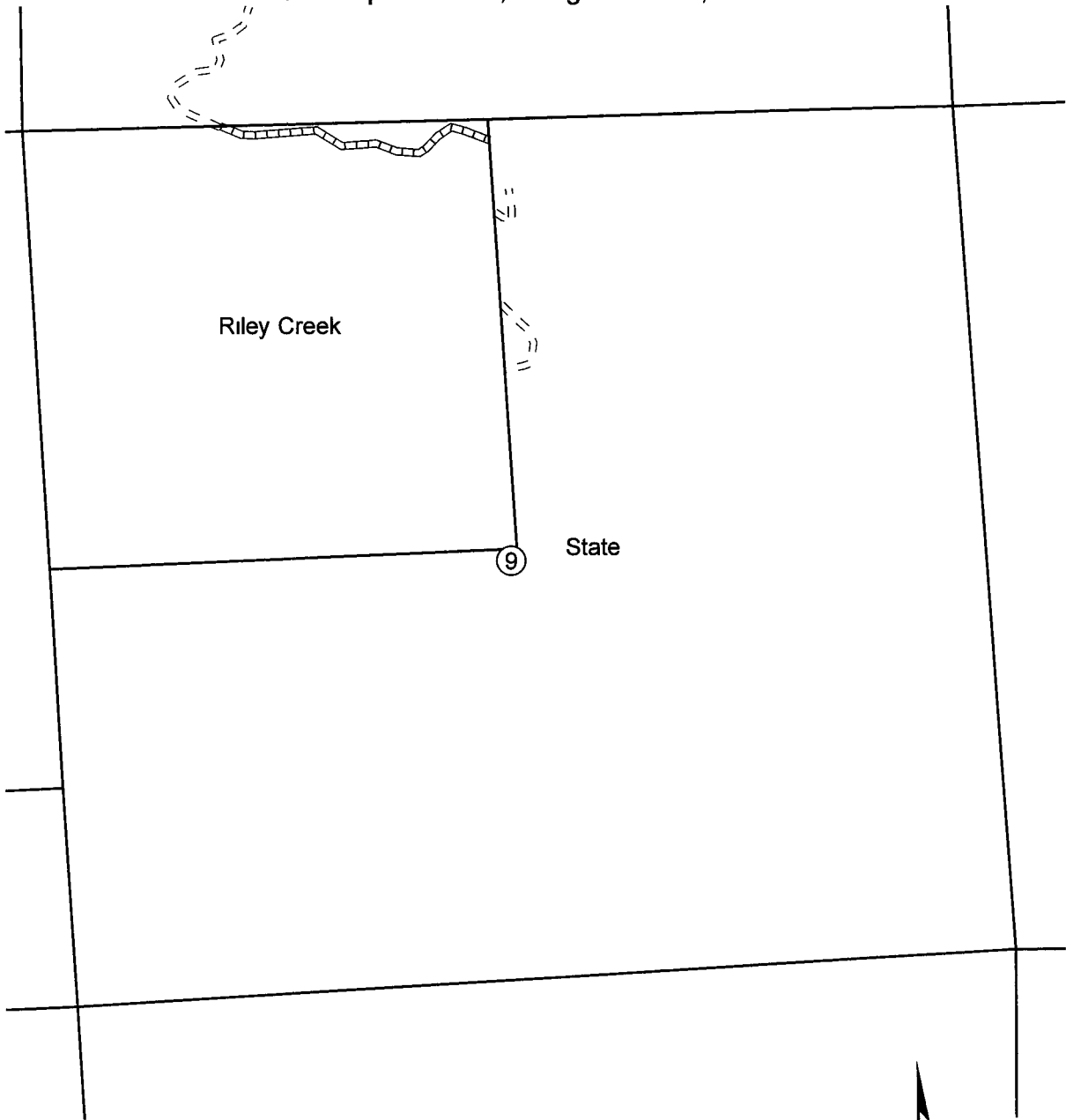
Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 – 071670 / 55 - 002357

County Pend Oreille

Township 31 North, Range 43 East, W M



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

1 inch equals 1,000 feet

Exhibit B-19

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

Prepared by S M

Draft Dated 11/20/01

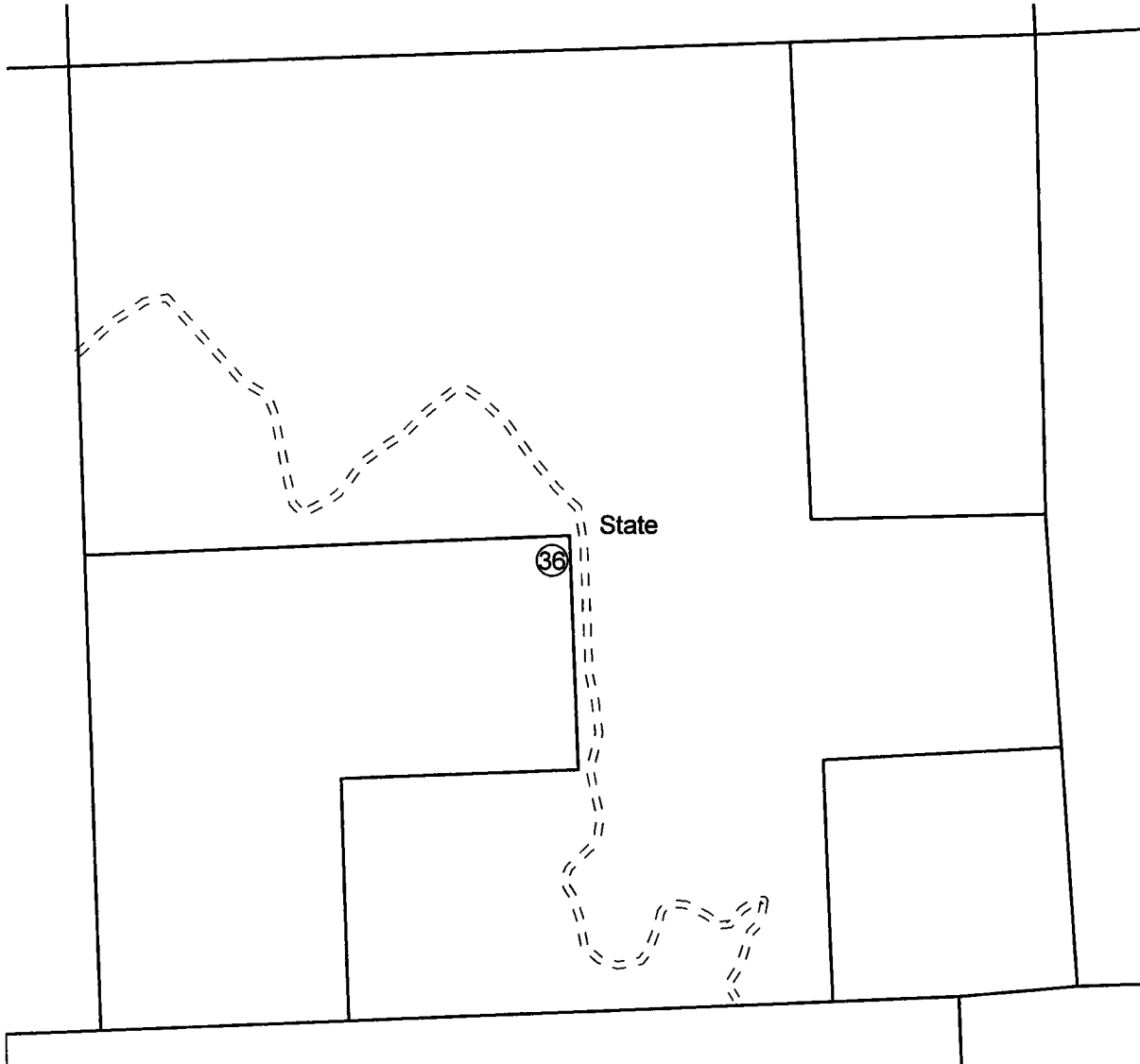
Page 30 of 33

Easement No 50-071670/55-002357

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Easement No 50 – 071670 County Pend Oreille

Township 30 North, Range 45 East, W M



1 inch equals 1,000 feet

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

Exhibit B-21



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

Prepared by S M

Draft Dated 11/20/01

Page 32 of 33

Easement No 50-071670/55-002357

EXHIBIT C
Benefited Parcels

Riley Creek:

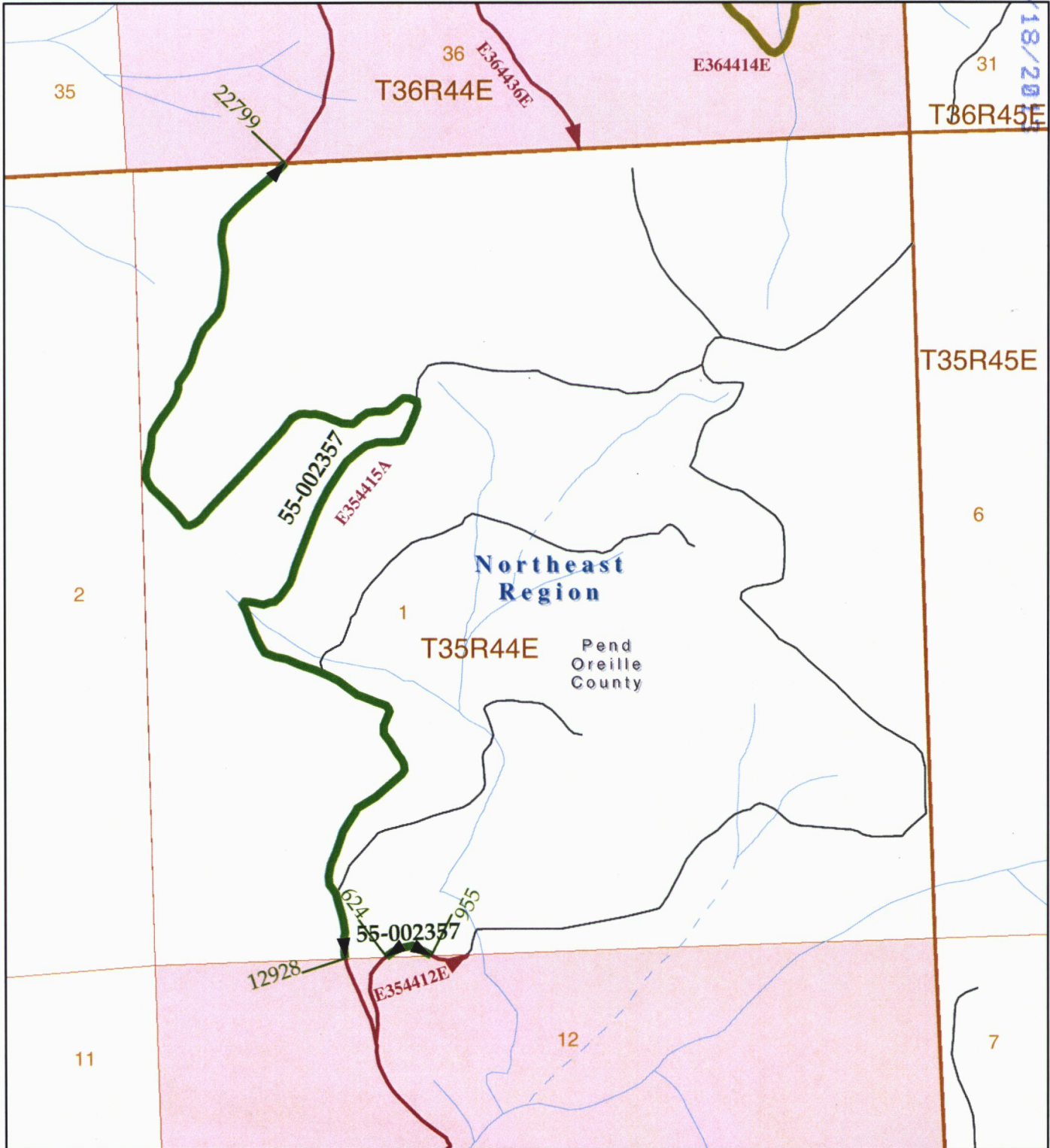
NW1/4NE1/4, Section 8, Township 35 North, Range 41 East, W M , Stevens County

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

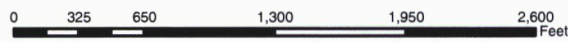
State:

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

OFF. VOL. 307 PAGE 2323



Legend

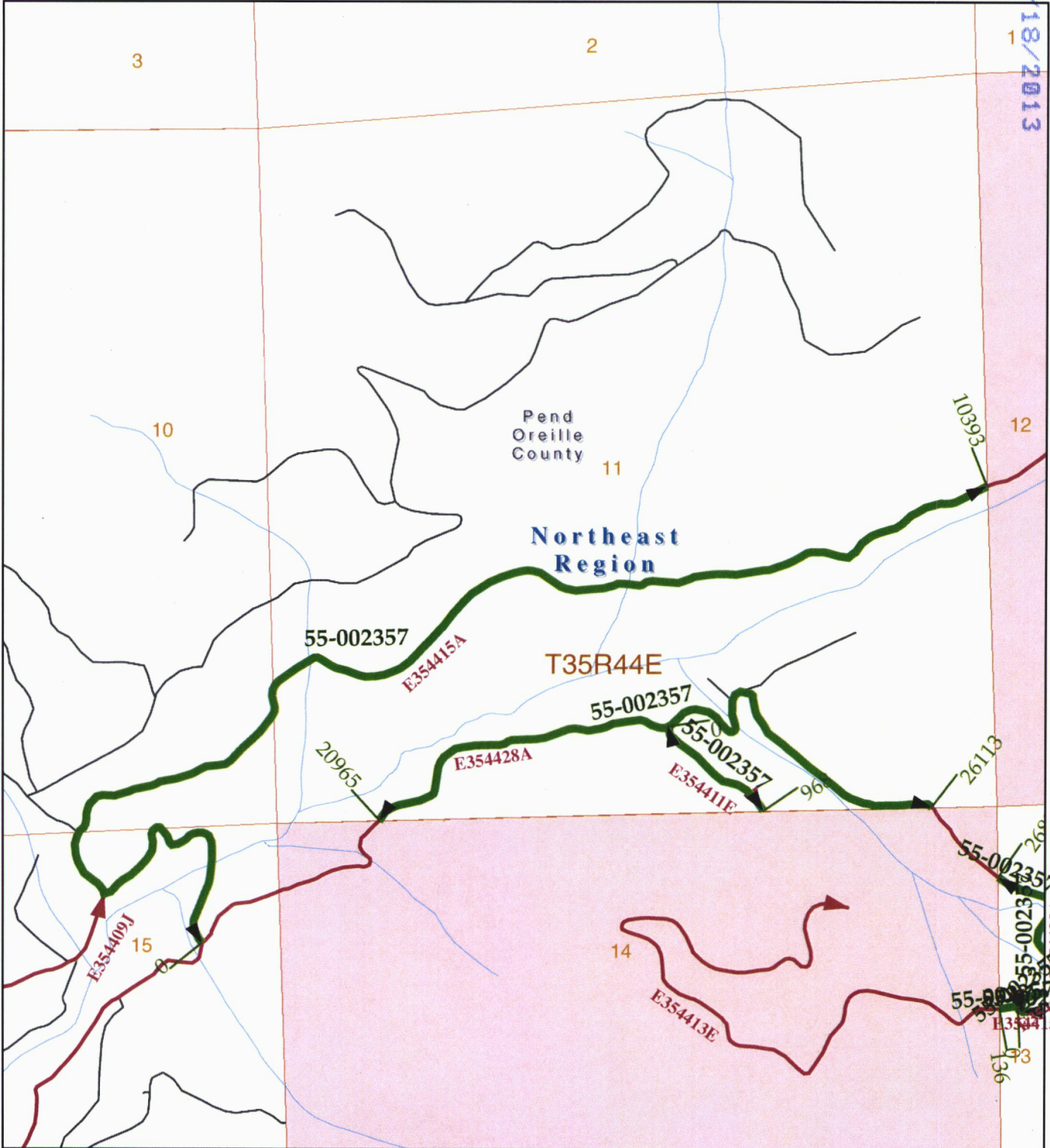


Right of Way Easements Road by USGS

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

DNR Managed Lands

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



Legend

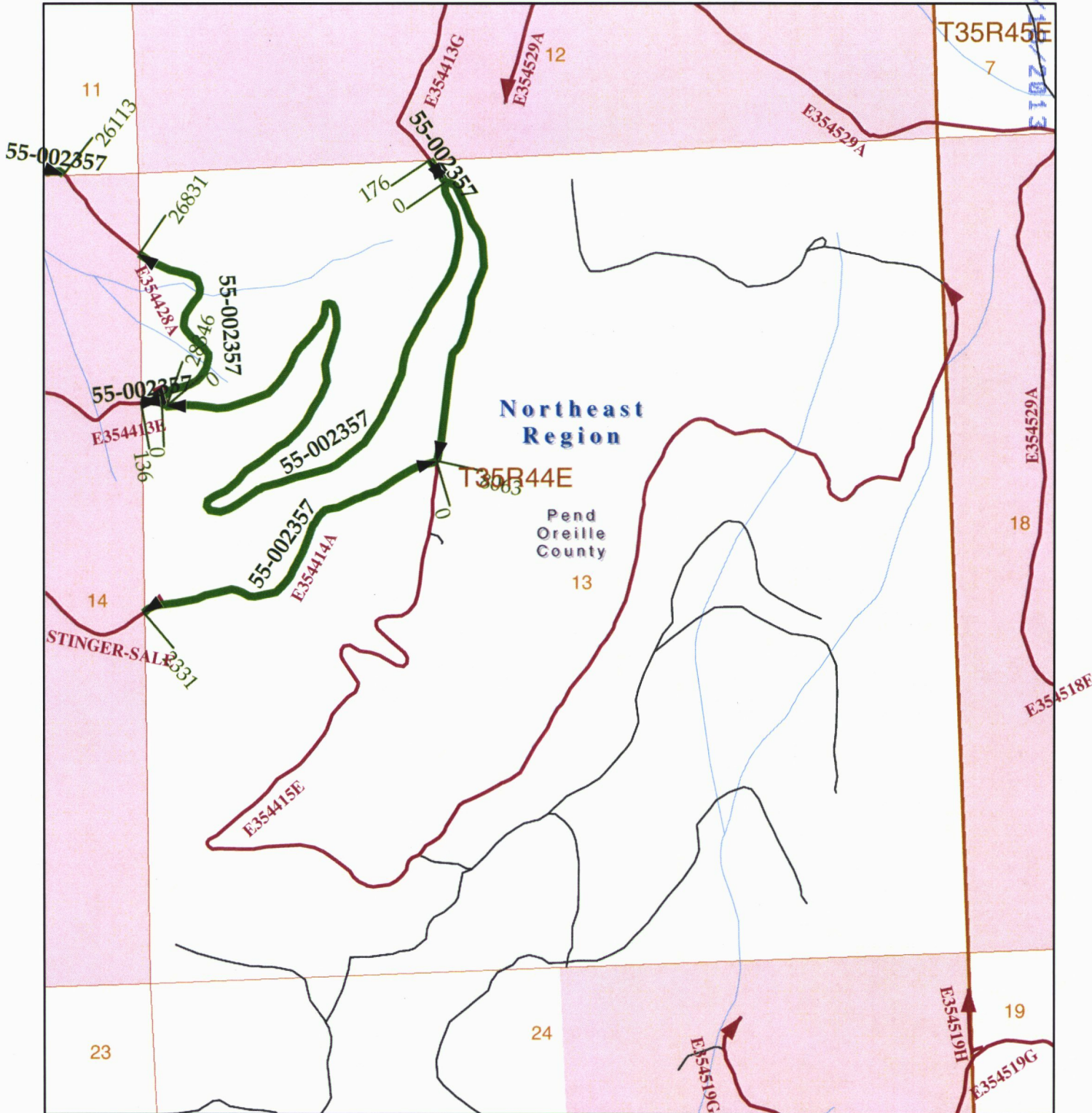


Right of Way Easements Road by USGS

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

DNR Managed Lands

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



Legend

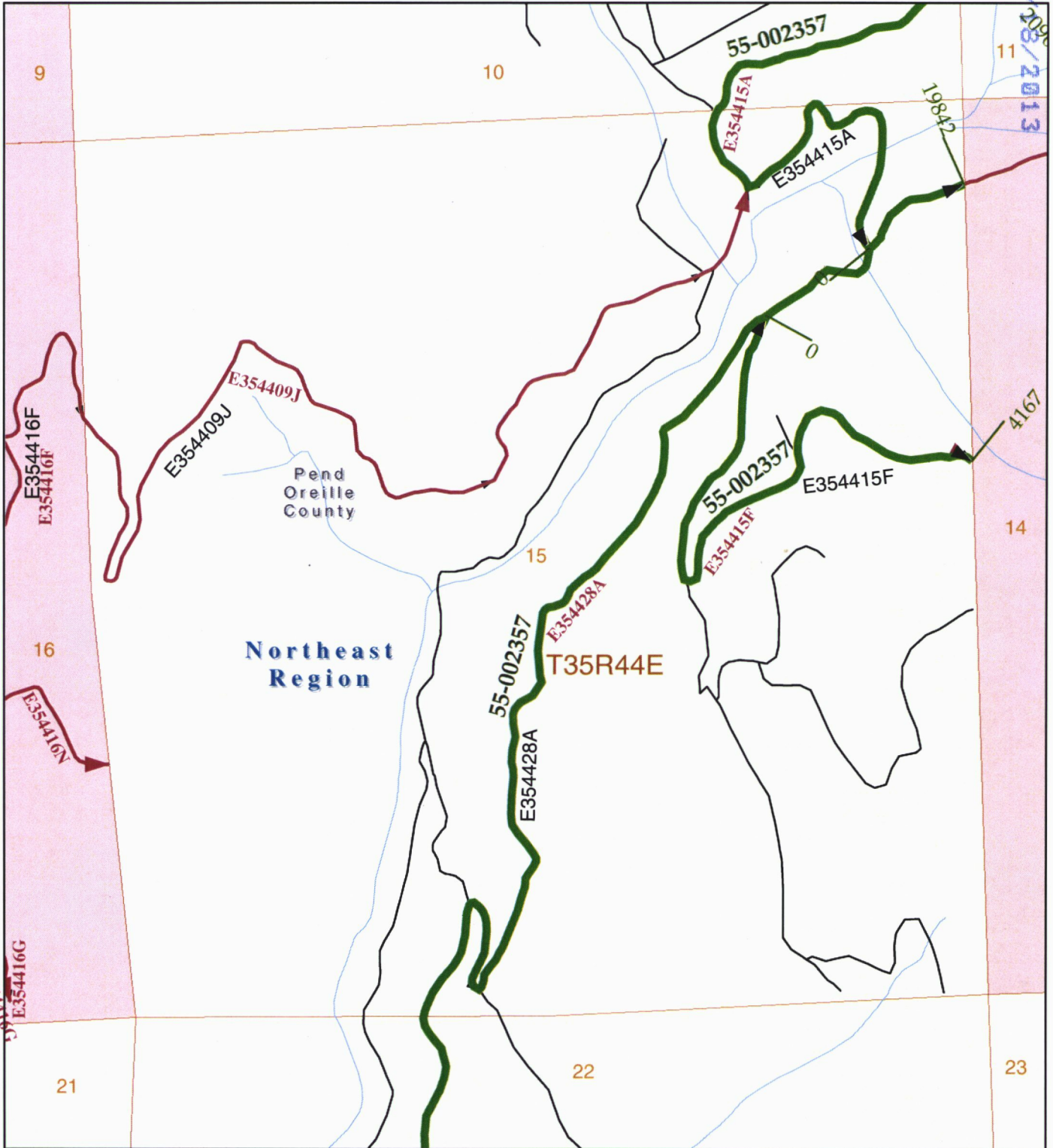


Right of Way Easements Road by USGS

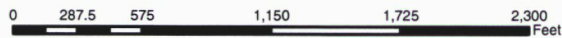
- 1: Acquired by DNR
- 2: Granted to Other
- 9: Unknown
- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
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- 9: Freeway Ramps or Unknown

DNR Managed Lands

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



Legend

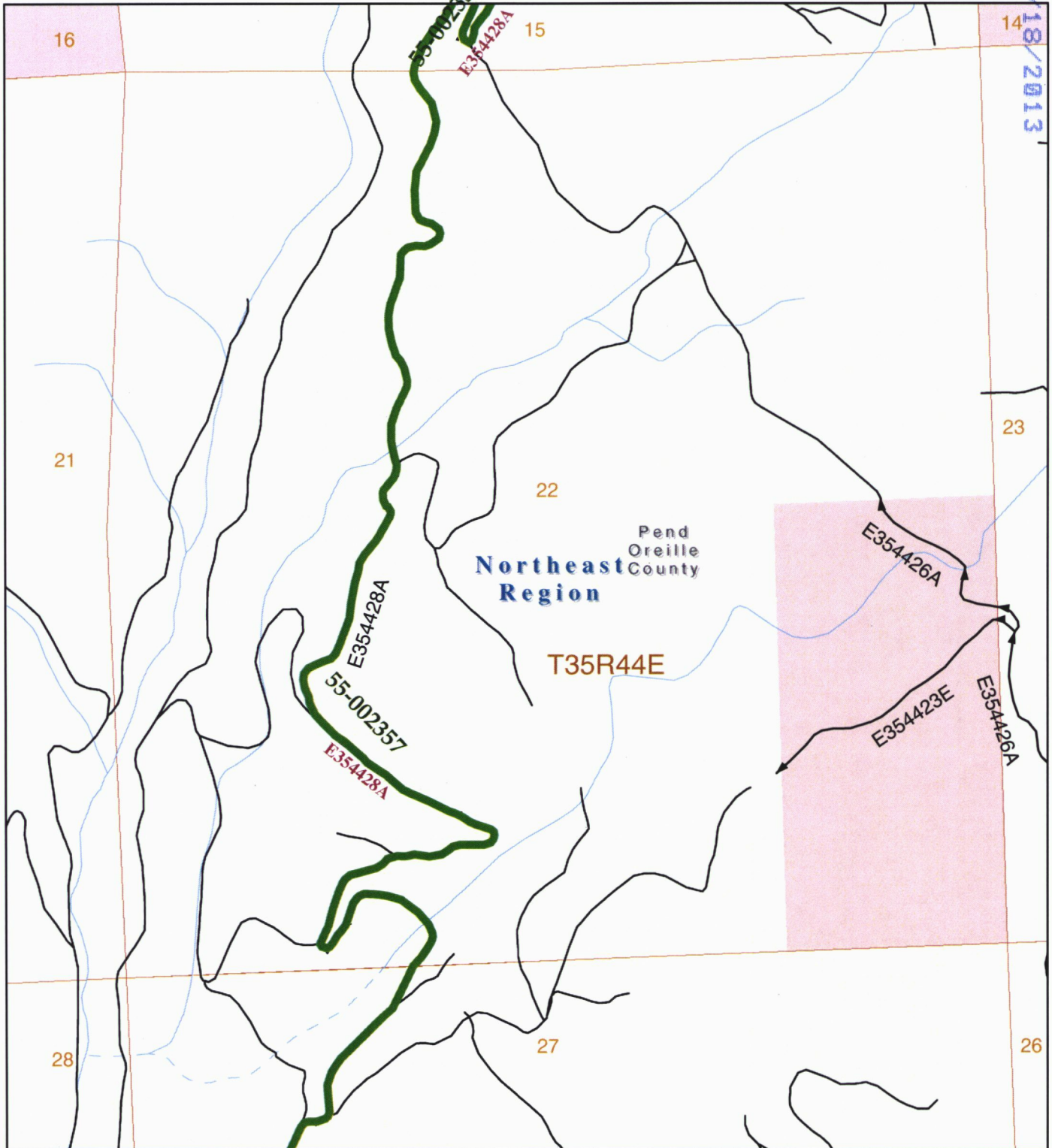


Right of Way Easements Road by USGS

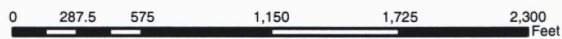
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|--|---|

DNR Managed Lands

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



Legend

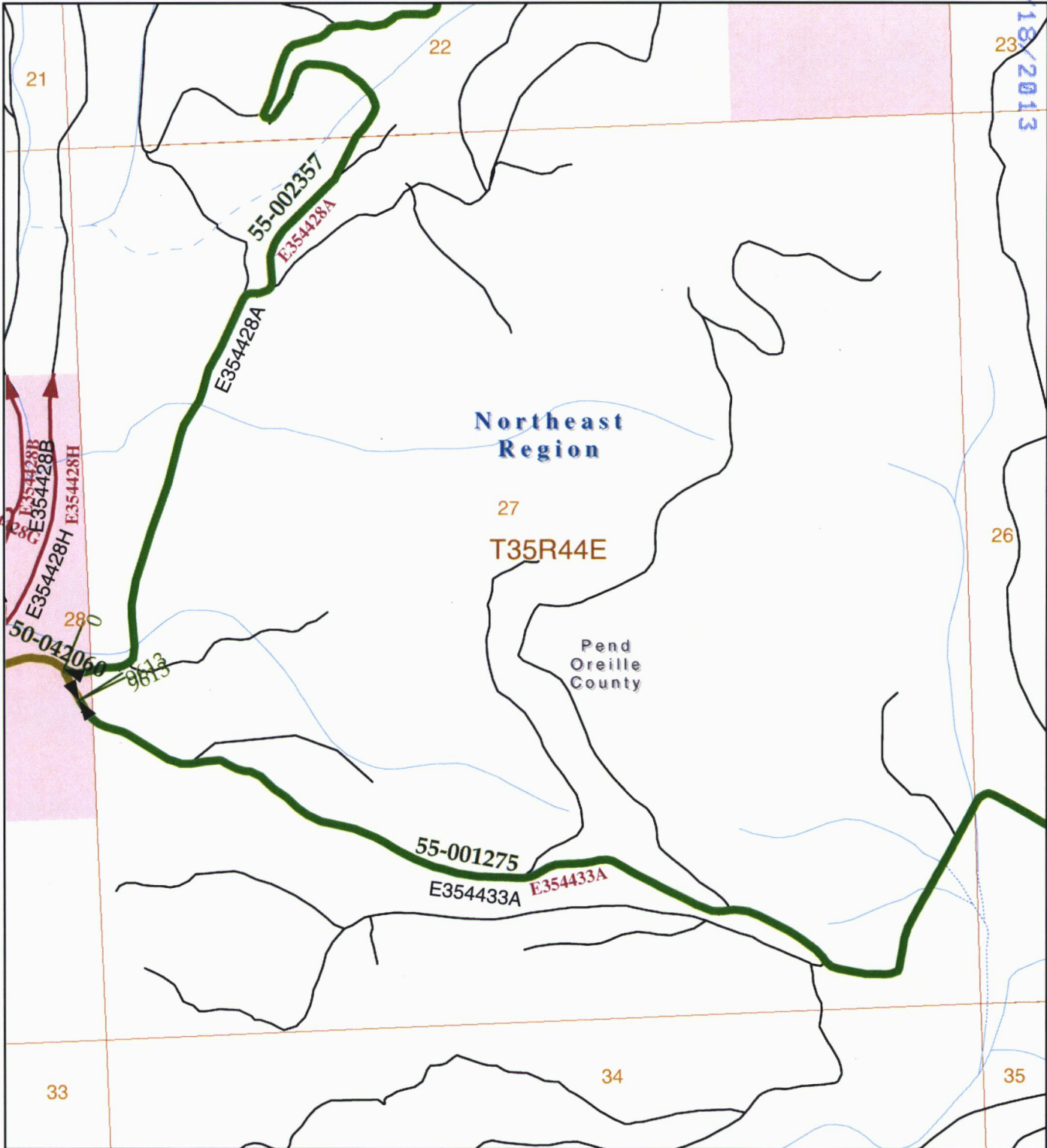


Right of Way Easements Road by USGS

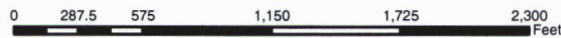
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|---------------------|---|
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| 2: Granted to Other | 2: Secondary Highway/All-Weather/Hard Surface |
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DNR Managed Lands

- | |
|--------------------------|
| Granted Trust Lands |
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| NAP / NRCA |
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Legend

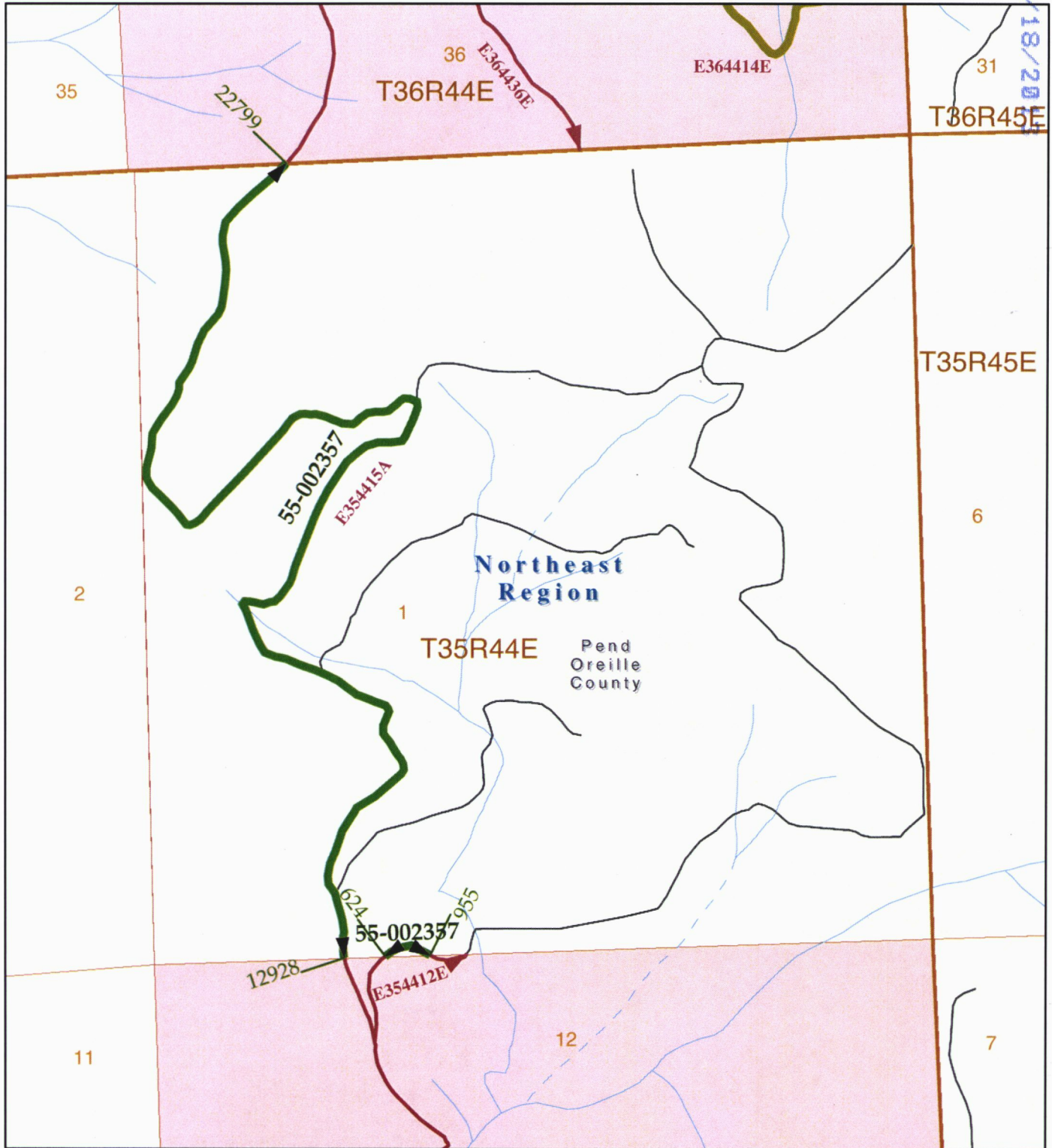


Right of Way Easements Road by USGS

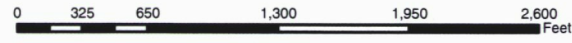
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- 2: Granted to Other
- 9: Unknown
- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
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DNR Managed Lands

- Granted Trust Lands
- Forest Board Trust Lands
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Legend



Right of Way Easements Road by USGS

- 1: Acquired by DNR
- 2: Granted to Other
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- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



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

ROAD USE PERMIT

Permit No. 55-105504

THIS PERMIT, made and entered into this 17th day of JULY, 2023, by and between Priest River Land Company, 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 timber removal, the mobilization of timber harvest equipment and other silvicultural activities. A nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," in the SE1/4 of Section 10, Township 35 North, Range 44 East; Section 11, Township 35 North, Range 44 East; the N1/2 of Section 15, Township 35 North, Range 44 East; the S1/2 of Section 27, Township 35 North, Range 44 East; the E1/2 of the SE1/4 of Section 5, Township 33 North, Range 44 East; and the SW1/4 of Section 4, Township 33 North, Range 44 East, W.M., in Pend Oreille 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. Grantor hereby acknowledges the mutual benefit of road improvements by Grantee as equitable consideration. Improvements include but are not limited to new construction, pre-haul maintenance, post-haul maintenance, and hydrologic stabilization of all roads shown on Exhibit A, described in Exhibit B, and identified as the "premises".

Termination. This permit shall terminate 5 years after the Grantee enters into a timber sale contract for the Mill Creek Timber Sale, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited

to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval from the landowner, which shall not be unreasonably withheld. Land survey monuments that

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

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

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

Notice. Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, 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
DNR NE Region
Attn: Federal Lands Section
225 S Silke Rd
Colville, WA 99114
509-684-7474

To Grantor:

Priest River Land Company
PO Box 220
Laclede, ID 38341

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.

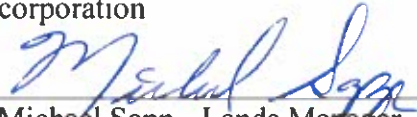
Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places 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.

GRANTOR

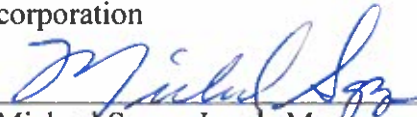
PRIEST RIVER LAND COMPANY, an Idaho corporation

Dated: June 19, 2023.


Michael Sapp - Lands Manager
PO Box 220
Laclede, ID 83841
208-255-9183

RILEY CREEK LUMBER COMPANY, a Nevada corporation

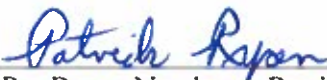
Dated: JUNE 19, 2023.


Michael Sapp - Lands Manager
PO Box 220
Laclede, ID 83841
208-255-9183

GRANTEE

State of Washington, Department of Natural Resources

Dated: 07/17, 2023.


Pat Ryan, Northeast Region Manger
225 S Silke Rd
Colville, WA 99114
509-684-7474

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

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



Exhibit A

Permit Premises Map 1

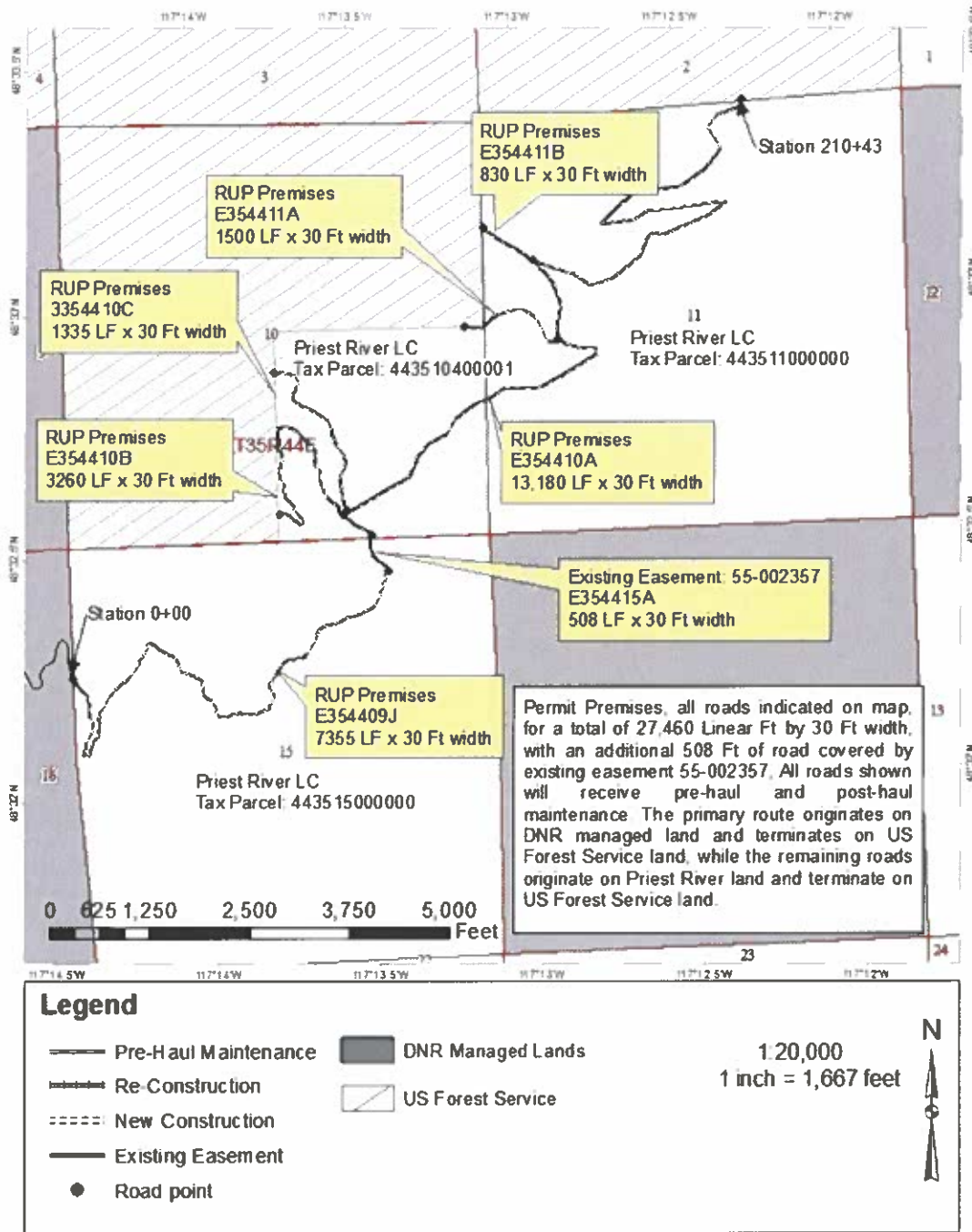


Exhibit A

Permit Premises Map 2

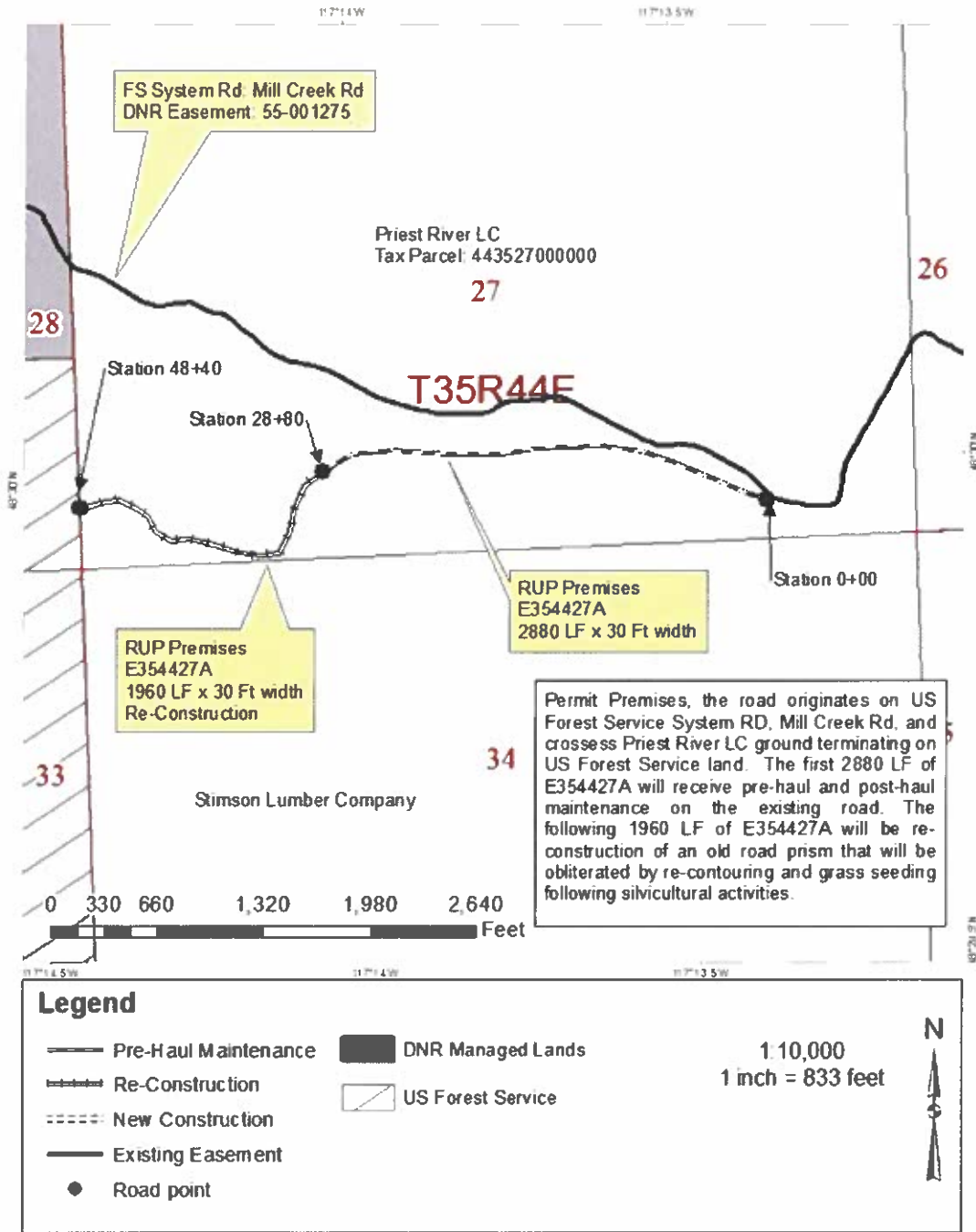
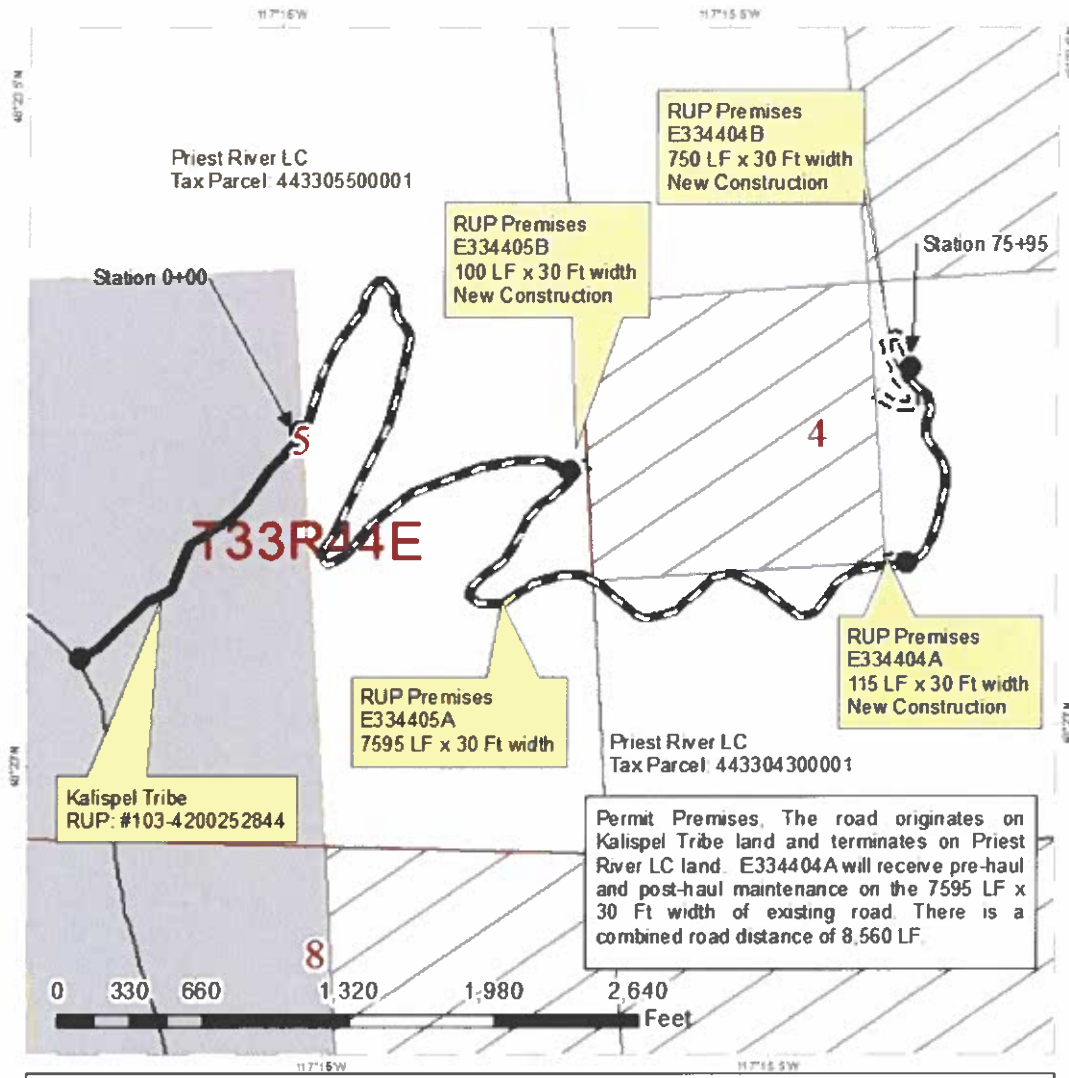


Exhibit A

Permit Premises Map 3



Legend

Pre-Haul Maintenance	Kalspel Tribal Land
Re-Construction	US Forest Service
New Construction	
Other RUP	
Road point	

1:8,000
1 inch = 667 feet

N

Prepared By: rjan490

Modification Date: rjan490 6/13/2023

Exhibit B Operational Requirements

- Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
- If gates are present they will be closed and locked at the end of daily operations. A combo lock and splitter will be added as to not interfere with Grantor's lock.
- Grantee will Notify Grantor prior to the mobilization of timber harvest equipment and other silvicultural activities
- All existing roads will receive Pre-haul and Post-haul Maintenance, to include any designated turnouts, for a combined distance of 37,935 linear feet or approximately 7.2 miles.
- Temporary Re-Construction of E354427A (1960 ft) an existing road prism that will be obliterated following silvicultural activities with the surface ripped and grass seeded. *Identified on Exhibit A: Map 2*
- Temporary New Construction will occur for E334405B (100 ft), E334404A (115 ft), and E334404B (750 ft) for a combined distance of 965 linear feet. Roads will be obliterated following silvicultural activities with the surface ripped and grass seeded. *Identified on Exhibit A: Map 3*
- 150 lbs of grass seed is estimated to be needed for the obliteration of temporary roads.



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

ROAD USE PERMIT

Permit No. 55-105524

THIS PERMIT, made and entered into this ____ day of _____, 2023, by and between Stimson Lumber Company, herein called the "Grantor," and the successful purchaser of Mill Creek TS #36-105472, _____, 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 performing management activities associated with timber production, the mobilization of timber harvest equipment and other silvicultural activities. A nonexclusive permit to use only those existing roads and construct new roads and landing over and across a strip of land, hereinafter defined as the "premises," in Section 4, Township 34 North, Range 44 East, W.M., in Pend Oreille 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. Grantor hereby acknowledges the mutual benefit of road improvements by Grantee as equitable consideration. Improvements include but are not limited to new construction, pre-haul maintenance, post-haul maintenance, and hydrologic stabilization of all roads in Exhibit A, as described in Exhibit B, and identified as the "Premises".

Termination. This permit shall terminate 5 years after the Grantee enters into a timber sale contract for the Mill Creek Timber Sale, 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. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

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

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

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

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

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

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

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

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

Insurance. Purchaser shall obtain and maintain, at Purchaser's own expense, all applicable insurance coverage in the minimum policy amounts and on the terms set forth in attached **Exhibit B**. Failure to furnish certificates of insurance or evidence of policies, including evidence of Workers' Compensation insurance as required by this Section, are grounds for termination of this Permit.

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

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

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

To Grantee:
To be filled in after contract award with
Purchasers info.

To Grantor:
Stimson Lumber Company
PO Box 1499
Newport, WA 99156

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.

GRANTOR

STIMSON LUMBER COMPANY

Dated: June 16th, 2023.



Andy Stockwell, Director of Inland Resources
7600 N Mineral Dr.
Coeur d'Alene, ID 83815
509-550-0315

GRANTEE

Purchaser info to be filled in at time of award

Dated: _____, 20____.

Purchaser info

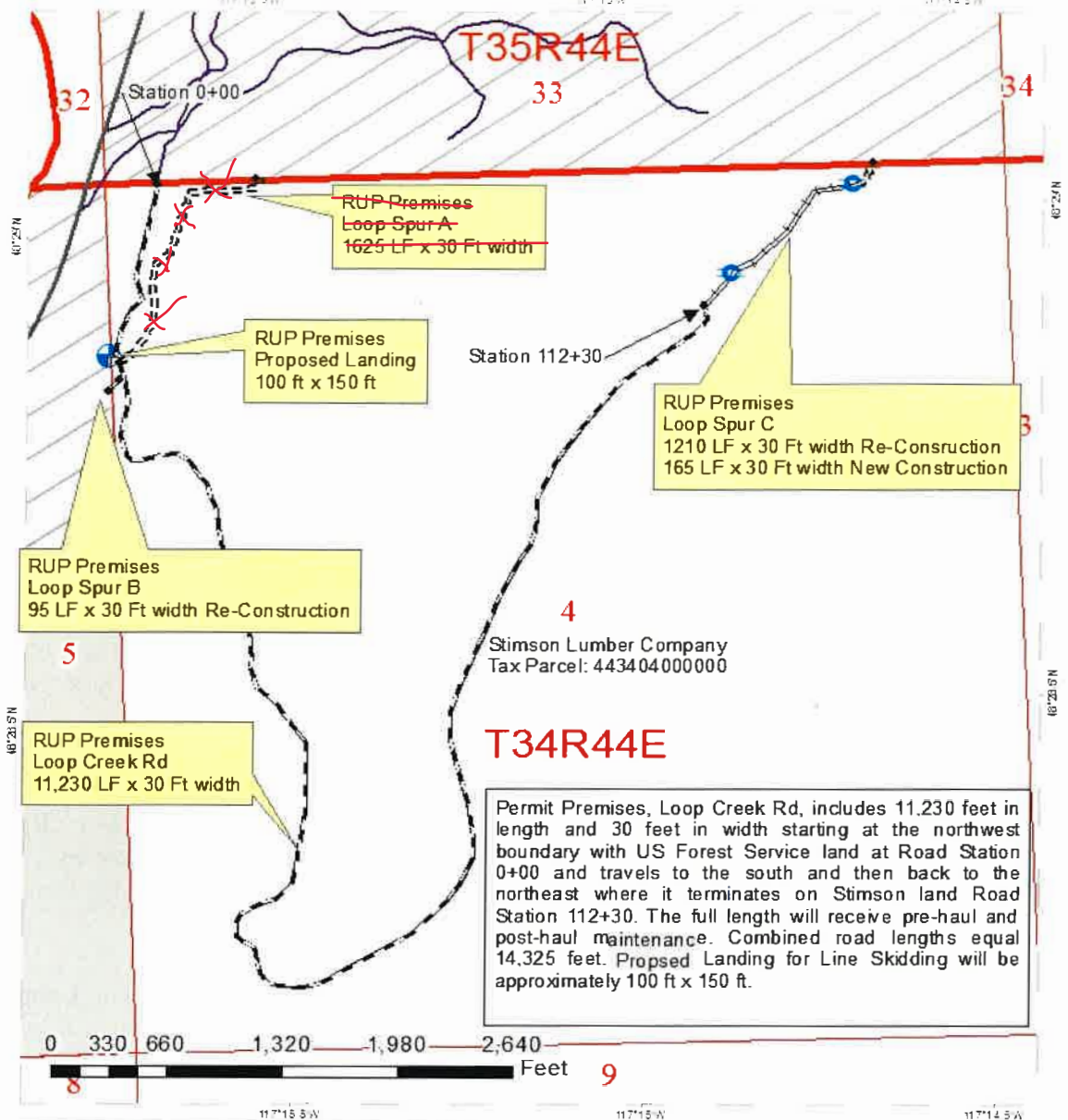
Approved as to Form this
11th day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

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



Exhibit A

Permit Premises Map



Legend		1 inch = 833 feet 1:10,000	N
— Pre-Haul Maintenance	⊕ Landing		
= Re-Construction	▭ US Forest Service		
==== New Construction	▭ County, Municipal or Other Lands		
● Road point			

Prepared By: njan490

Modification Date: njan490 8/9/2023

Exhibit B Operational Requirements

- Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
- The Gate at the start of Loop Creek Rd will be closed and locked at the end of daily operations. A combo lock and splitter will be added as to not interfere with Grantor's lock and full ability to access the area.
- Grantee will Notify Grantor prior to the mobilization of timber harvest equipment and other silvicultural activities.
- Loop Creek Rd will receive Pre-haul and Post-haul Maintenance, to include any designated turnouts.
- ~~Loop Spur A is New Construction over an existing skid trail. It will be obliterated following silvicultural activities with the surface ripped and grass seeded.~~
- Loop Spur B is temporary Re-Construction of an existing road prism that will be obliterated following silvicultural activities with the surface ripped and grass seeded.
- Loop Spur C is 1,210 feet of Re-Construction of an existing road prism and 165 feet of temporary New Construction. Two Culverts will be installed to protect the road surface during the extent of this permit. Following silvicultural activities, the first 1,210 feet will have the culverts removed and the road hydrologically stabilized for future use. The final 165 feet of New Construction will be obliterated and re-contoured to match the existing hillside and grass seeded.
- A previously used landing will be used again for line-skid operations along Loop Creek Rd adjacent to Loop Spur B. Log decks are allowed to be sorted and loaded from here, but slash pile will need to be skid over to adjacent FS land.
- 150 lbs of grass seed is estimated to be needed for the obliteration of temporary roads and the landing.

EXHIBIT B

STIMSON LUMBER COMPANY INSURANCE REQUIREMENTS

1. During the term of this Agreement, and thereafter as noted below, Contractor shall maintain the following insurance coverages with at least the minimum policy limits noted:

(a) Commercial General Comprehensive Liability/Contractor's Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, property damage, personal injury, contractual liability, product and completed operations, with cross liability/separation of insureds. Such policy shall not exclude X, C, or U (Explosion, Collapse or Underground); provided, however, the minimum policy limits shall be \$4,000,000 per occurrence and in the aggregate if any of the Services are performed using helicopters or other aircraft.

(b) Logger's Broad Form – Property Damage Liability Insurance: \$1,000,000 per occurrence.

(c) Business Automobile Liability: Combined single limit of \$1,000,000 per occurrence and in the aggregate. Insurance to cover owned, non-owned, hired and other vehicles (“any auto”) for bodily injury, death and property damage.

(d) Umbrella/Excess Insurance: \$1,000,000. Umbrella/excess insurance to be above the policies for Commercial General Liability/Contractor's Liability (including Logger's Broad Form), and Business Automobile Liability.

(e) Employer's Liability Insurance: \$500,000 per person, \$500,000 per occurrence/occupational disease, and \$500,000 in the aggregate. Insurance to cover employee bodily injuries and death by disease or accident.

(f) Aircraft Liability Insurance: \$4,000,000 per occurrence and in the aggregate, if any of the Services are performed using helicopters or other aircraft.

(g) Workers' Compensation Insurance: Statutory limits as required by the workers' compensation Law of the state(s) in which the Services are performed. If Contractor fails to comply with applicable workers' compensation Law while work is being performed, Contractor shall immediately cease all further operations until the required workers' compensation insurance is obtained. Contractor shall pay as required into any applicable state fund.

Without limiting the foregoing:

(i) If Contractor qualifies for and is granted an exemption in writing from any applicable workers' compensation act, Contractor shall provide evidence of such exemption to Stimson prior to commencement of performance of any Services. Otherwise, Contractor shall provide evidence of compliance with

applicable workers' compensation acts in the form of certificates of insurance to Stimson prior to commencement of performance of any Services.

(ii) In addition to the above, if any Services requires Contractor to cross state boundaries, Contractor shall procure and present to Stimson a Certificate of Extraterritorial Coverage (or similar insurance binder or commitment), before commencing operations in each applicable state. Such Certificate shall bind Contractor's workers' compensation insurance carrier to fully cover all of Contractor's employees temporarily working outside of the state in which the policy was issued. In addition, if Contractor hires any new employees in the state so entered, Contractor shall procure workers' compensation coverage for all such new hires in the jurisdiction entered. A certificate of coverage, meeting all of the requirements of this Agreement, shall be provided to Stimson before any such new employees commence work.

2. Additional Insured Endorsements. **Except for umbrella liability policies**, all other liability policies specified above shall include an endorsement naming Stimson Lumber Company, its subsidiaries, its affiliates, and each of its and their respective shareholders, directors, managers, officers, employees, agents, successors, and assigns as Additional Insureds on a primary basis for the duration of the Term. The additional insured endorsement must be **ISO CG20 10 11 85** or other form with like wording. Contractor must maintain completed operations coverage for all Additional Insureds and with additional insured extension for a period of two (2) years after completion and acceptance of the Services.

3. Insurer Requirements. All required insurance policies must be issued in a form acceptable to the Company, and by insurance companies with Best's Key Rating Guide of A- or better with a financial size rating of at least VIII, or as otherwise deemed acceptable by the Company.

4. Notice of Cancellation or Modification. Contractor or its insurance companies shall provide the Company with 30-days written notice prior to cancellation or other material modification in the policy affecting the insurance requirements in this Agreement. No such cancellation or modification shall affect Contractor's obligation to maintain the insurance coverage required by this Agreement.

5. Liability Coverages Must be Occurrence Basis. **All liability coverages must be on an "occurrence" basis** as opposed to "claims made". If Professional Liability or Pollution Liability insurance must be obtained on a "claims-made" form, coverage must be maintained for a period of at least three (3) years after the completion and acceptance of Services.

6. Certificates of Insurance. Prior to beginning to perform Services under this Agreement, Contractor shall furnish to Company one or more certificates of insurance dated and signed by an authorized agent for the insuring company or companies, containing a representation that coverage of the required insurance is provided with the required liability limits. The Company reserves the right to require a certified copy of any or all of the insurance policies, or to examine the actual

policies. Such certificates of insurance shall be issued to Stimson Lumber Company at its corporate headquarters address.

7. Subcontractors' Insurance. If Contractor retains the services of any subcontractor, Contractor shall cause each subcontractor to maintain insurance and limits of liability of the same type and the same amount as are required of Contractor under this Agreement. Contractor shall obtain, prior to the commencement of the subcontractor's services, the required certificates of insurance and additional insured endorsements.

8. Deductibles/Self-Insurance. Contractor shall be responsible for payment of any and all deductibles or self-insured retentions under its insurance policies. The coverage afforded under any insurance policy obtained by Contractor pursuant to this Agreement shall be primary coverage regardless of whether or not the Company has similar coverage. Contractor shall not self-insure or maintain deductibles on any of the insurance required by this Agreement over the amount of \$10,000 without the prior written consent of the Company.

9. Waiver of Subrogation. **Except for umbrella liability policies,** each of Contractor's required liability insurance policies shall include a waiver of the insurer's rights of subrogation against the Company and the other Additional Insureds. Contractor hereby waives its rights of subrogation with respect to all insurance policies required under this Agreement.

10. Waiver of Workers Compensation Immunity. To the extent allowed by Law, Contractor and its subcontractors specifically and expressly waive any immunity that may be granted them under all applicable state workers' compensation Laws, industrial insurance acts, and similar Laws. Further, Contractor's indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, however, that Contractor's waiver of immunity by the provisions of this Section extends only to "action-over" claims against Contractor by the Company or any other Indemnified Person, and does not include, or extend to, any claims by any Contractor Personnel directly against Contractor.

11. Minimum Limits Do Not Limit Liability or Represent Coverage Adequacy. The minimum limits of coverage required by this Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of required insurance under this Agreement shall not in any way operate to limit the liability of Contractor under this Agreement, By requiring insurance in this Agreement, the Company does not represent that coverage and limits will necessarily be adequate to protect Contractor.

Road Use Kalispel Allotment 103.1003 4200252844

#103-

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Spokane Indian Agency
PO Box 389
Wellpinit, WA 99040-0389

REVOCABLE RECIPROCAL ROAD USE PERMIT

PERMISSION IS HEREBY GRANTED BY THE SUPERINTENDENT of the Spokane Agency of the Bureau of Indian Affairs, for and on behalf of the Landowners of Kalispel Tribal 103-1003, hereafter referred to as the "Permitter", to the Washington State Department of Natural Resources, Olympia, WA 98504, hereinafter referred to as "Permittee", to enter upon and use the following roads located and described lands, to wit:

KALISPEL 103-1003 :

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
5	33N	44E	WA	PEND OREILLE	Willamette	W1/2SE1/4 5-33-44; NE1/4NE1/4 8-33-44	121.4
TOTAL TRACT ACRES:							121.4

REVOCABLE RECIPROCAL ROAD USE FOR: 675.8' X 60' = 40,548 SQ FEET OR 0.93085399 PORTION ACRE

The consideration, for the use of the above described lands, by the Permittee, payments to landowners shall be waived in consideration for reciprocal use of the roads on fee property belonging to Permittee be granted to the Bureau of Indian Affairs, Landowners of 103.1003 and the Kalispel Tribal Forestry personnel.

This Permit shall commence and become operative for a period of 120 months from date of approval or ending on May 2, 2031.

As part of the consideration for the rights and privileges granted hereunder, Permittee agrees to comply with and be bound by the laws and regulations of the Kalispel Tribes with respect to all activities of the Permittee occurring on all fee and trust lands within the exterior boundaries of the Kalispel Reservation, regardless of whether such activities are related in any way to this agreement. Permittee further agrees to submit to the jurisdiction of the Kalispel Tribal government regulatory agencies and the Kalispel Tribal Court on matters relating to enforcement of Kalispel Tribal law.

It is understood and agreed that this is a non-exclusive permit. It is further agreed that this instrument is merely a **temporary permit**, according to the 25 CFR 163.30 which in nature is terminal and revocable at the discretion of the Superintendent of the Spokane Indian Agency, and is not to be taken or construed as to granting any easement for road rights of way or leasehold right or interest to the lands herein described.

It is understood and agreed that the Permitter reserves the right of ingress and egress to or over this property for its authorized representative, employees of the Bureau of Indian Affairs and Kalispel Tribe and further reserves the right to grant privileges of crossing the premises to other parties for the purpose of developing or removing resources from adjacent Indian-owned lands.

The Permittee shall be entitled only to actual damages sustained by him/her because of the issuance of additional permits or leases as shall be agreed upon and approved by the Superintendent.

It is further understood and agreed that all improvements made to, or placed on the permitted lands, are to remain thereon at the termination of this Permit and are to become the property of the Permitter, unless otherwise provided herein. The Permittee will make no changes in the alignment of the existing road, and will pay damages for any timber damaged in connection with the re-opening of existing road. Prices to be paid will be determined from the closest reservation timber sale.

Road Use Kalispel Allotment 103.1003 4200252844

#103-

Neither the Permitter, nor the United States Government, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Permittee or of any person whomever, caused by any use of the permitted premises, or by any defect in any improvement made thereon, or arising from any accident, fire or other causality on said premises or any cause whatsoever; and the Permittee, as a material part of consideration for this Permit, hereby waives on Permittee's all claims against the Permitter and/or the United States Government free and harmless from liability for all claims for any loss, damage or injury arising from the use of the premises by the Permittee, together with all costs and expenses in connection therewith.

The Federal Government, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. 1346, 2671-2680), shall be liable for claims for damages or losses of property, personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Federal Government while working within the scope of his office or employment in the performance of this agreement.

The Permittee shall commit no waste on the premises, and at the termination of this Permit, he shall leave the premises in a clean and sanitary condition. While the permitted premises are in trust or restricted status, all of the Permittee's obligations under this permit and the obligations of his sureties, are to the United States as well as to the owner of the land. Nothing contained in this Permit shall operate to delay or prevent termination of the Federal trust responsibility with respect to the land by the issuance of a fee patent or otherwise during the term of this Permit; however, such termination shall not serve to abrogate this Permit.

The owners of the land and the Permittee and his sureties shall be notified of any change in the status of the land. In the event of such termination, all powers, duties or other functions of the Secretary of the Interior, or his authorized representative, shall terminate and the responsibility for enforcing compliance with the covenants of this Permit shall be assumed by the Permitter, its devisees, executors, administrators or assigns.

The Permittee further agrees that he/she will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever, and that any violation of this clause by the Permittee, or with his/her knowledge, shall render this Permit voidable at the option of the Superintendent.

It is further understood and agreed by the parties hereto that this Permit shall be valid, operative and binding only after formal approval by the Superintendent of the Spokane Agency of the Bureau of Indian Affairs.

The following special conditions or provisions are attached hereto and annexed to this Permit as Exhibits, and are to be a part of this Permit, or incorporated as follows: the existing road prism will be graded upon completion of hauling operations. **IN WITNESS WHEREOF**, the parties herein have hereunto set their hands:

Witnesses:

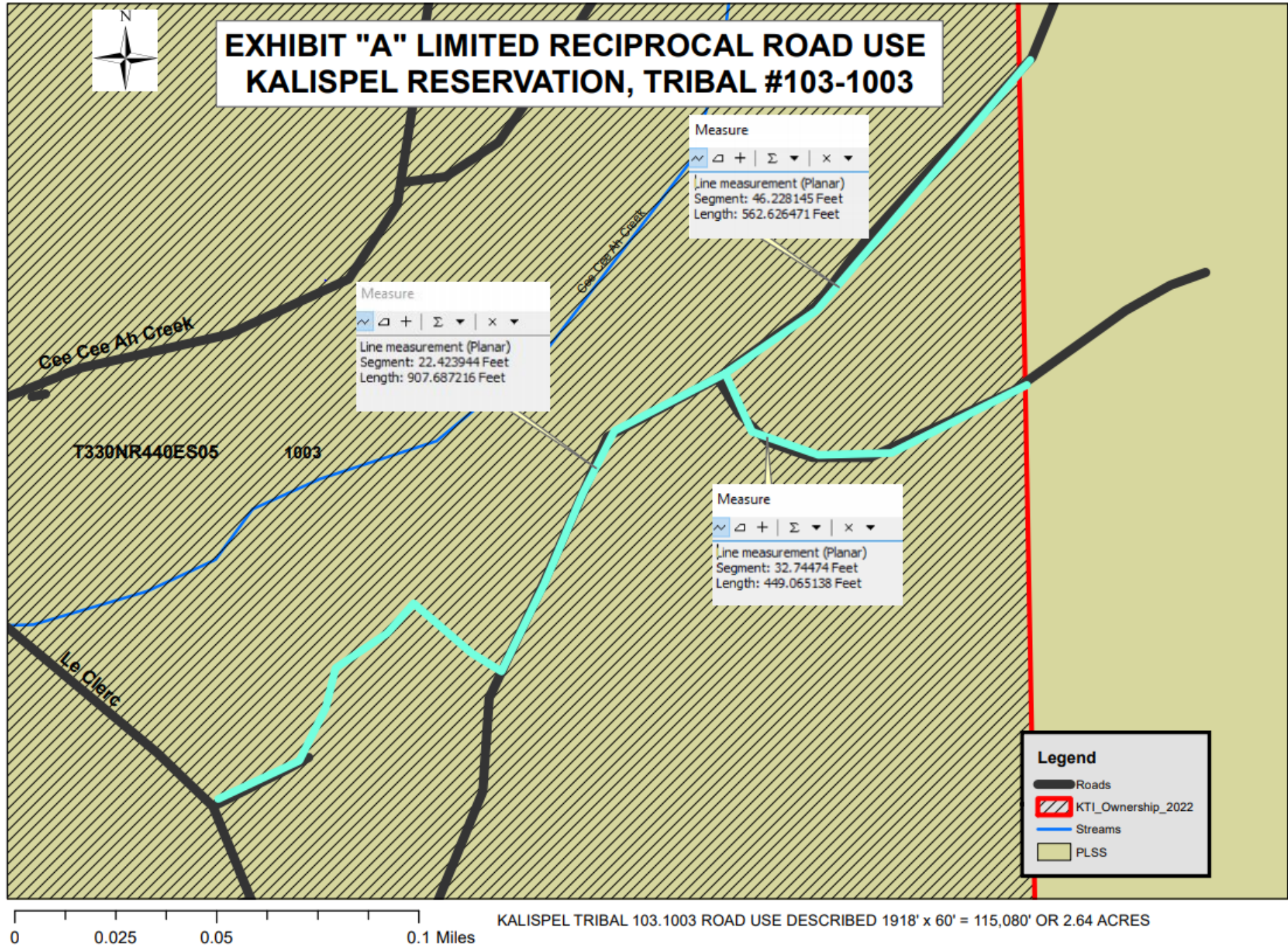
Permittee

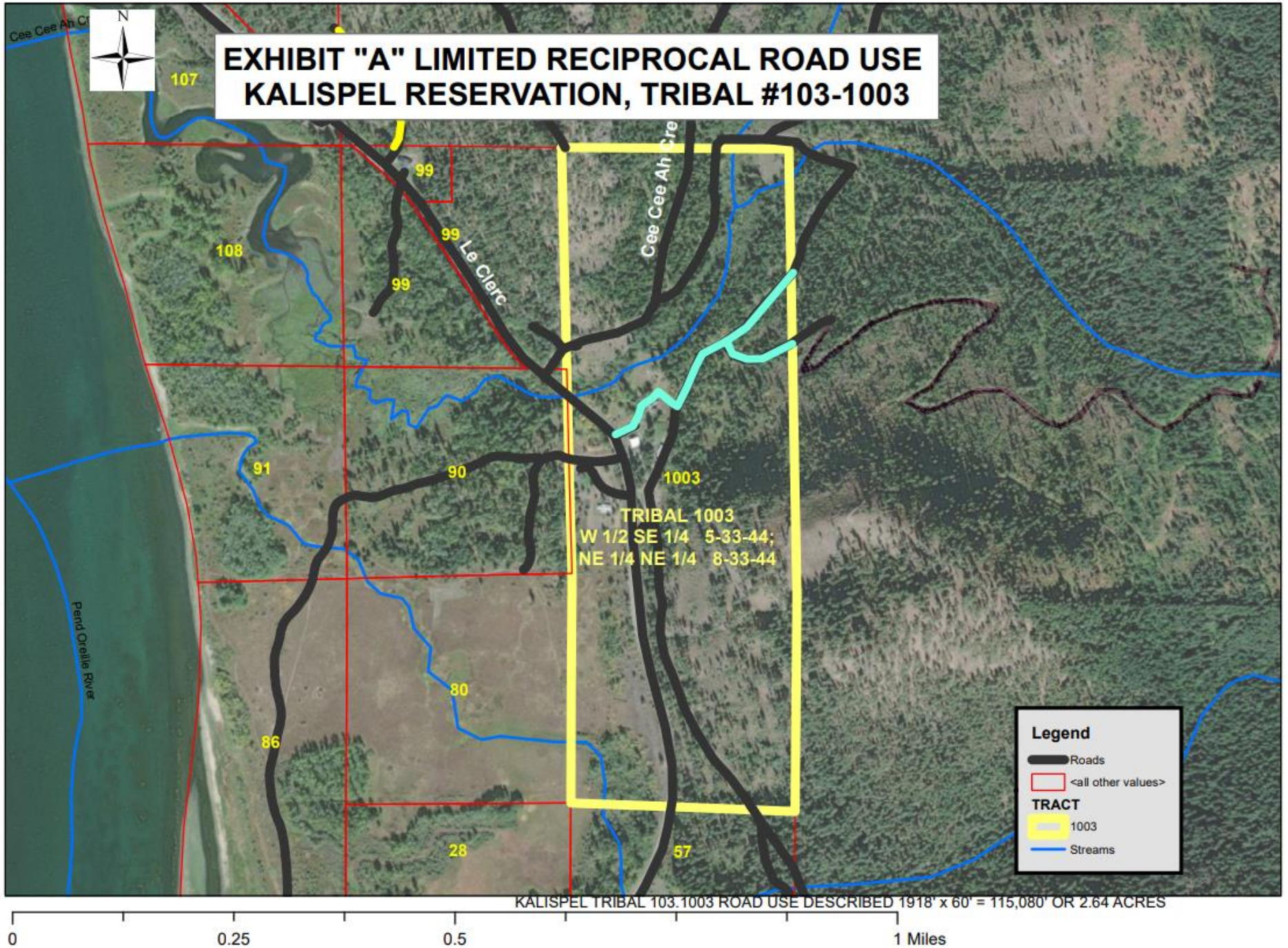
~~-Not Applicable-~~
Landowner

The foregoing Permit is hereby approved in conformity with all Rules and regulations prescribed by the Secretary of the Interior.

Date

**Ray Entz Granting for the
Behalf of the Kalispel Tribe 103-1003**





Road Use Kalispel Allotment 103.57

#103- 4200252844

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Spokane Indian Agency
PO Box 389
Wellpinit, WA 99040-0389

REVOCABLE RECIPROCAL ROAD USE PERMIT

PERMISSION IS HEREBY GRANTED BY THE SUPERINTENDENT of the Spokane Agency of the Bureau of Indian Affairs, for and on behalf of the Landowners of Kalispel Tribal Allotment 103-57, hereafter referred to as the "Permitter", to the Washington State Department of Natural Resources, Olympia, WA 98504, hereinafter referred to as "Permittee", to enter upon and use the following roads located and described lands, to wit:

KALISPEL ALLOTMENT 103-57 CAMELL NICK ALLOTMENT:							
Land Legal Descriptions							
Section	Township	Range	State	County	Meridian	Legal Description	Acres
8	033.00N	044.00E	WASHINGTON	PEND OREILLE	Willamette	LOT 05=	40.110
TOTAL TRACT ACRES:							40.110
REVOCABLE RECIPROCAL ROAD USE FOR: 675.8' X 60'= 40,548 SQ FEET OR 0.93085399 PORTION ACRE							

The consideration, for the use of the above described lands, by the Permittee, payments to allotment landowners shall be waived in consideration for reciprocal use of the roads on fee property belonging to Permittee be granted to the Bureau of Indian Affairs, Landowners of Allotment 103.57 and the Kalispel Tribal Forestry personnel.

This Permit shall commence and become operative for a period of 120 months from date of approval or ending on May 2, 2031.

As part of the consideration for the rights and privileges granted hereunder, Permittee agrees to comply with and be bound by the laws and regulations of the Kalispel Tribes with respect to all activities of the Permittee occurring on all fee and trust lands within the exterior boundaries of the Kalispel Reservation, regardless of whether such activities are related in any way to this agreement. Permittee further agrees to submit to the jurisdiction of the Kalispel Tribal government regulatory agencies and the Kalispel Tribal Court on matters relating to enforcement of Kalispel Tribal law.

It is understood and agreed that this is a non-exclusive permit. It is further agreed that this instrument is merely a **temporary permit**, according to the 25 CFR 163.30 which in nature is terminal and revocable at the discretion of the Superintendent of the Spokane Indian Agency, and is not to be taken or construed as to granting any easement for road rights of way or leasehold right or interest to the lands herein described.

It is understood and agreed that the Permitter reserves the right of ingress and egress to or over this property for its authorized representative, employees of the Bureau of Indian Affairs and Kalispel Tribe and further reserves the right to grant privileges of crossing the premises to other parties for the purpose of developing or removing resources from adjacent Indian-owned lands.

The Permittee shall be entitled only to actual damages sustained by him/her because of the issuance of additional permits or leases as shall be agreed upon and approved by the Superintendent.

It is further understood and agreed that all improvements made to, or placed on the permitted lands, are to remain thereon at the termination of this Permit and are to become the property of the Permitter, unless otherwise provided herein. The Permittee will make no changes in the alignment of the existing road and will pay damages for any timber damaged in connection with the re-opening of existing road. Prices to be paid will be determined from the closest reservation timber sale.

Neither the Permitter, nor the United States Government, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Permittee or of any person whomever, caused

Road Use Kalispel Allotment 103.57

#103- 4200252844

by any use of the permitted premises, or by any defect in any improvement made thereon, or arising from any accident, fire or other causality on said premises or any cause whatsoever; and the Permittee, as a material part of consideration for this Permit, hereby waives on Permittee's all claims against the Permitter and/or the United States Government free and harmless from liability for all claims for any loss, damage or injury arising from the use of the premises by the Permittee, together with all costs and expenses in connection therewith.

The Federal Government, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. 1346, 2671-2680), shall be liable for claims for damages or losses of property, personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Federal Government while working within the scope of his office or employment in the performance of this agreement.

The Permittee shall commit no waste on the premises, and at the termination of this Permit, he shall leave the premises in a clean and sanitary condition. While the permitted premises are in trust or restricted status, all the Permittee's obligations under this permit and the obligations of his sureties, are to the United States as well as to the owner of the land. Nothing contained in this Permit shall operate to delay or prevent termination of the Federal trust responsibility with respect to the land by the issuance of a fee patent or otherwise during the term of this Permit; however, such termination shall not serve to abrogate this Permit.

The owners of the land and the Permittee and his sureties shall be notified of any change in the status of the land. In the event of such termination, all powers, duties or other functions of the Secretary of the Interior, or his authorized representative, shall terminate and the responsibility for enforcing compliance with the covenants of this Permit shall be assumed by the Permitter, its devisees, executors, administrators or assigns.

The Permittee further agrees that he/she will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever, and that any violation of this clause by the Permittee, or with his/her knowledge, shall render this Permit voidable at the option of the Superintendent.

It is further understood and agreed by the parties hereto that this Permit shall be valid, operative and binding only after formal approval by the Superintendent of the Spokane Agency of the Bureau of Indian Affairs.

The following special conditions or provisions are attached hereto and annexed to this Permit as Exhibits, and are to be a part of this Permit, or incorporated as follows: the existing road prism will be graded upon completion of hauling operations. **IN WITNESS WHEREOF**, the parties herein have hereunto set their hands:

Witnesses:

Permittee

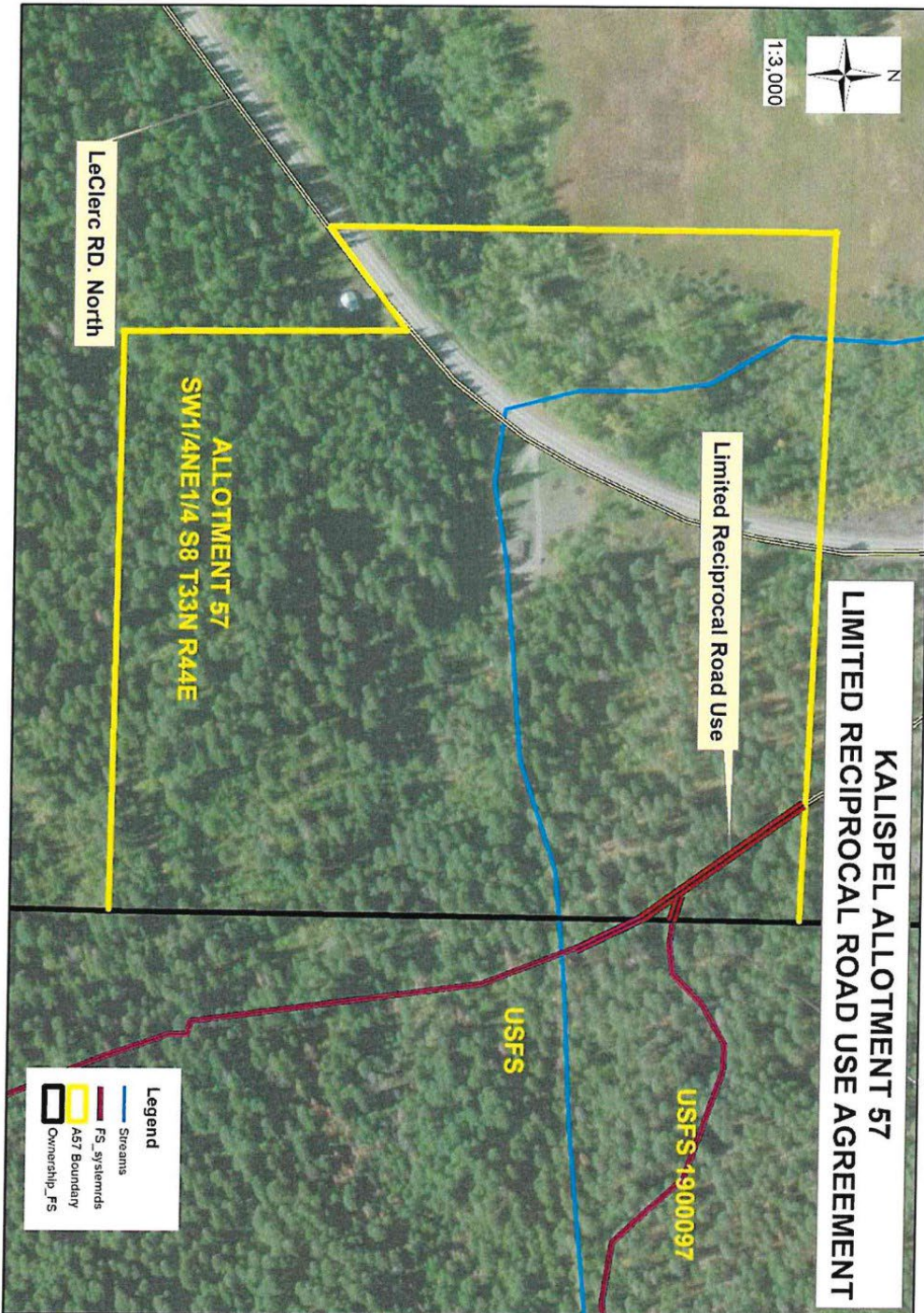
~~-Not Applicable-~~
Landowner

The foregoing Permit is hereby approved in conformity with all Rules and regulations prescribed by the Secretary of the Interior.

Date

SUPERINTENDENT Granting for the
Behalf of the Landowners of Allotment 103-57

Exhibit A





For DNR Region Office Use Only	
FPA/N #:	3026322
Region:	Northeast
Received Date:	6-20-2023

Forest Practices Application/Notification Eastern Washington

Project Name: Mill Creek #36-105472

PLEASE USE THE INSTRUCTIONS TO COMPLETE THIS APPLICATION.

1. Landowner, Timber Owner and Operator

Legal Name of LANDOWNER	Legal Name of TIMBER OWNER	Legal Name of OPERATOR
Stimson Lumber Company	<input checked="" type="checkbox"/> Same as Landowner	<input checked="" type="checkbox"/> Same as Landowner
Mailing Address: PO BOX 1499	Mailing Address:	Mailing Address:
City, State, Zip: Newport, WA 99156	City, State, Zip:	City, State, Zip:
Phone: 509-550-0315 Email: wpierce@stimsonlumber.com	Phone: Email:	Phone: Email:

2. Contact Person

Contact Person: Wade Pierce, and Nate Janiga	Phone: 509-550-0315 Email: email shown above; nathan.janiga@dnr.wa.gov
---	---

3. Are you converting any portion of the land to non-forestry use within 3 years of harvest?

No Yes If yes, include your SEPA checklist and SEPA determination (if applicable) and county clearing and grading permit (if applicable).

4. If you are harvesting timber, enter the Forest Tax Number of the Timber Owner:

500010800

Contact the Department of Revenue at 360-534-1324 for tax reporting information or to obtain a number.

a. Are you eligible for EARR Tax Credit? No Yes

5. Are you a small forest landowner per RCW 76.09.450? See instructions

No Yes If yes, **check all that apply.** If no, skip to Question 6.

- My entire proposed harvest area is on a single contiguous ownership consisting of one or more parcels.
- My proposed forest practices activities are within an area covered by an approved Forest Stewardship Plan or Forest Management Plan developed in cooperation with DNR.
- I received technical assistance from a DNR small forest landowner Stewardship and Technical Assistance Forester in preparing this FPA/N.
- I have participated in a Washington State University Extension Service and/or DNR-sponsored Forest Stewardship Coached Planning course.
- I have attended a Washington State University Extension Service and/or DNR-sponsored Family Forest Owner Field Day.

6. Are you substituting prescriptions from an approved state or federal conservation agreement or Watershed Analysis?

No Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks for approved state or federal conservation agreements or Watershed Analysis on file at the Region office.

7. What is the legal description of your forest practices?

Section	Township	Range	E/W	Tax Parcel Number	County
4	34	44	E	443404000000	Pend Oreille

8. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.

No Yes If you made any contacts, please provide information in Question 28.

9. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?

No Is a Small Forest Landowner RMAP Checklist required (see instructions)? No Yes

Yes Enter your RMAP number: 2302115
Is this FPA/N for work that is included in this approved RMAP? No Yes

10. Are there potentially unstable slopes or landforms in or around the area of your forest practices activity?

No Yes If yes, attach Appendix D. Slope Stability Informational Form and map of areas reviewed for and locations of unstable slopes and landforms found. If applicable, attach a geotechnical letter, memo, or report, Watershed Analysis prescriptions, and/or a SEPA Environmental Checklist.

11. Is this Forest Practices Application/Notification (answer every question):

- a. No Yes A request for a multi-year permit? If yes, length requested: 4 years or 5 years.
Not everyone qualifies for a multi-year permit. See instructions for details.
- b. No Yes An Alternate Plan? If yes, include a template or detailed plan. See instructions for details.
- c. No Yes For a funded Forest Family Fish Passage Program project?
- d. No Yes Within an urban growth area (UGA)? If yes, see instructions for additional required documents.
- e. No Yes Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination, except for harvest/salvage of less than 5,000 board feet within a developed public park.
Park name: _____
- f. No Yes Within 500 feet of a public park? Park name: _____
- g. No Yes In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.
- h. No Yes Within 200 feet of the Ordinary High Water Mark (OHWM) or floodway of Type S Water?
If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.
- i. No Yes Within 50 miles of saltwater AND you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
- j. No Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.

You are required to verify all waters within 130 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Water Type Classification Worksheet and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

***** **If not working in or over typed Waters, skip to Question 16** *****

Prior to answering Questions 12-15 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

12. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?

- a. No Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F Water(s) that exceeds a five percent gradient?
- b. No Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F Water(s)?
- c. No Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F Water(s)?

13. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F Water? No Yes

14. If installing, replacing, removing, or maintaining structures in or over any typed Water, complete the table below. Provide crossing locations and identifiers on your Activity Map. Provide plan details in Question 28 or attach plan to the FPA/N. Type S and F Waters require detailed plan information. Complex hydraulic projects in Type N Waters may also be required per WAC 222-24-042(2). See instructions for detailed plan requirements.

Crossing Identifier (letter, number)	Water Type (S, F, Np, Ns)	*Existing HPA Number (if applicable)	HPA Expiration Date (if applicable)	Planned Activity (install, replace, remove, temporary, structure maintenance)	Structure (bridge, ford/equipment crossing** punchon/fill, arch, pipe arch, round culvert, other)	Proposed Size (width x length)	Culvert Design Method (no-slope, stream-sim, hydraulic, other) (F and S only)	Channel Bed Width (ft) (F and S only)	Stream Gradient (%) (F and S only)	Is this an RMAP Project?

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

**Fords and/or equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain threatened or endangered fish species. For more information, see 'Background for the State's Incidental Take Permits for certain threatened and endangered fish species' following Question 22 of the FPA/N Instructions.

15. If conducting any of the following activities in or over typed Water(s), complete the table below. Some activities will require identifiers on the Activity Map and/or more information in Question 28. See instructions.

Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing**	PROVIDE DETAILS IN QUESTION 14			
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 28)				

** Fords and/or equipment crossings on Type S and F Waters must be identified in Question 14.

16. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for all temporary roads and abandonment projects.

Road Identifier (name, number)	Road Construction		Road Abandonment	
	Length (feet)	Steepest Side-slope (%)	Length (feet)	Abandonment Date
Loop Spur A	1,625	20	1,551	10/2028
Loop Spur B	95	10	95	10/2028
Loop Spur C	1375	60	165	10/2028

17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the Activity Map.

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)	Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

18. If operating within 200 feet of a wetland not associated with a Type S or F Water, complete the table below. Wetlands associated with Type S or F water should be listed in Question 25. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zones on the Activity Map. See instructions for information.

Wetland Identifier (letter, number)	Wetland Type (A, B, Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many Acres will be drained?	How many Acres will be filled?

***** If not harvesting or salvaging timber, skip to Question 27 *****

19. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on your Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

Unit Number	Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way)	Biomass Harvest (Y or N)	Harvest Method (rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered logging, animal, chipper, forwarder, slash bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Biomass Volume to be Harvested (tonnage)	Salvage Volume to be Harvested (%)	Estimated Number of Trees per acre Remaining after Harvest		Steepest Slope in Harvest Unit (%)
								Less than 10" dbh	Greater than or equal to 10" dbh	
1	Right-of-Way	N	Excavator, rubber tired skidder, dozer	1	1					60

20. Reforestation. Check all that apply:

- Planting. Tree Species: _____
- Natural. Include a Natural Regeneration Plan
- Not required because of one or more of the following:
- I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.
 - Individual dead, dying, down, or wind-thrown trees will be salvaged.
 - Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.
 - I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.
 - An average of 150 tree seedlings per acre are established on the harvest area and my harvest will not damage them.
 - Road right-of-way or rock pit development harvest only.

**** Do you own MORE than 80 acres of forest land in Washington? If yes, skip to Question 25 ****

21. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule (WAC 222-30-023) on Type S, F, or Np Waters?

- No Skip to Question 25.
- Yes Continue to Question 22. See instructions for qualifications and information.

22. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.

- a. ALL of the following apply to me and my land: (If no, answer b.)
- Between June 5, 2006 and today's date I have always owned less than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forest land in Washington.
- b. ONE OR MORE of the following apply to me and/or my land (check all that apply):
If any of the statements below apply AND you use the exempt 20-acre parcel RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Question 22).
- Between June 5, 2006 and today's date I have owned more than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has been owned by someone that has owned more than 80 forested acres in Washington.

23. If harvesting within 345 feet of a Type S or F Water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Segment Length (feet)	Adjacent Harvest Type (partial cut or other)	RMZ Maximum Width (feet)	Are you harvesting within the maximum RMZ? (Y or N)

24. Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?

No Skip to Question 27.

Yes See instructions and describe leave tree strategy in Question 28. Then skip to Question 27.

25. If harvesting within 130 feet of any of Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below. Include stand information for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on your Activity Map. If you are harvesting within 75 feet or within the maximum RMZ, whichever is less, stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Site Class (I-V)	Stream Width (feet)	Is there a CMZ? (Y or N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)

26. If harvesting within 50 feet of Type Np Water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Selected Strategy (partial cut or clearcut)

Stream Segment Identifier (letter)	Selected Strategy (partial cut or clearcut)

27. How are the following currently marked on the ground? (*Flagging color, paint color, road, fence, etc.*)

Harvest/Salvage Boundaries: Pink flagging and white Timber sale Boundary tags with orange flashers

Clumped Wildlife Reserve Trees/Green Recruitment Trees: Designation by Prescription

Right-of-Way Limits/Road Centerlines: Orange flagging and Orange Right of Way tags.

Stream Crossing Work: Not Applicable

Riparian Management Zone Boundaries and Leave/Take Trees: Not Applicable

Channel Migration Zone: Not Applicable

Wetland Management Zone Boundaries and Leave/Take Trees: Not Applicable

28. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N Water(s) see instructions for required plan information. If applicable, include recommended mitigation measures from a geotechnical memo, letter, or report.

Question 8: Archeology surveys completed in May and June of 2023 by the Kalispel Tribe, Kendra Maroney, kmaroney@kalispeltribe.com

Question 9: The road work being done is to provide access to US Forest Service ground and is outside of Stimson's RMAP plan.

Question 11: All water types were identified using ArcGIS data provided by WA DNR, USFS, and the Kalispel Tribe, and verified on the ground while doing stand recon. No Harvest or Road Construction will occur over Typed waters. There will be pre-haul maintenance adjacent to Loop Creek a Type 5 Non-Fish Perennial Stream, but never within 100' of the stream. There will be No sidecast towards Loop Creek during pre-haul maintenance

Question 16: Loop Creek Rd will receive pre-haul and post-haul maintenance for sufficient clearances and daylighting, running surfaces will be native materials and hydrologically stabilized (i.e. ditching and driveable dips as necessary) following silvicultural activities.

~~Loop Spur A: Temporary new road construction over existing skid trail, running surface will be native materials. There will be limited removal of noncommercial product that will not leave the site. The road will be obliterated after silvicultural activities and have the running surface ripped and grass seeded.~~

Loop Spur B: Temporary new road construction over an old existing road prism, running surface will be native materials. The road will be obliterated after silvicultural activities and have the running surface ripped and grass seeded.

Loop Spur C: Will receive new road construction over an old existing road prism, running surface will be native materials. There will be two culverts installed in dry draws that may flow some water during spring break up to protect the road during the time frame of these silvicultural activities. There are 4 commercial sized trees that will be removed from the edge of the road prism, they are 3 DF at 9.7", 9.5" and 12.6" and 1 GF at 10.9". The first 1,210 feet of road will have the culverts removed and be hydrologically stabilized to preserve for future use. The final 165 feet will be obliterated after silvicultural activities and have the running surface re-contoured to match the existing hillside and grass seeded.

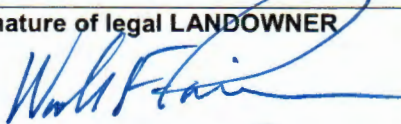
Landing: An approximate 100 ft x 150 ft previously used Landing will be utilized again for line-skid logging.

Question 19: Only harvesting 4 trees in the Loop Spur C ROW to access Harvest Unit 8 on FS ground.

29. We acknowledge the following:

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - The Forest Practices Act and Rules AND
 - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert any portion of the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery – Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

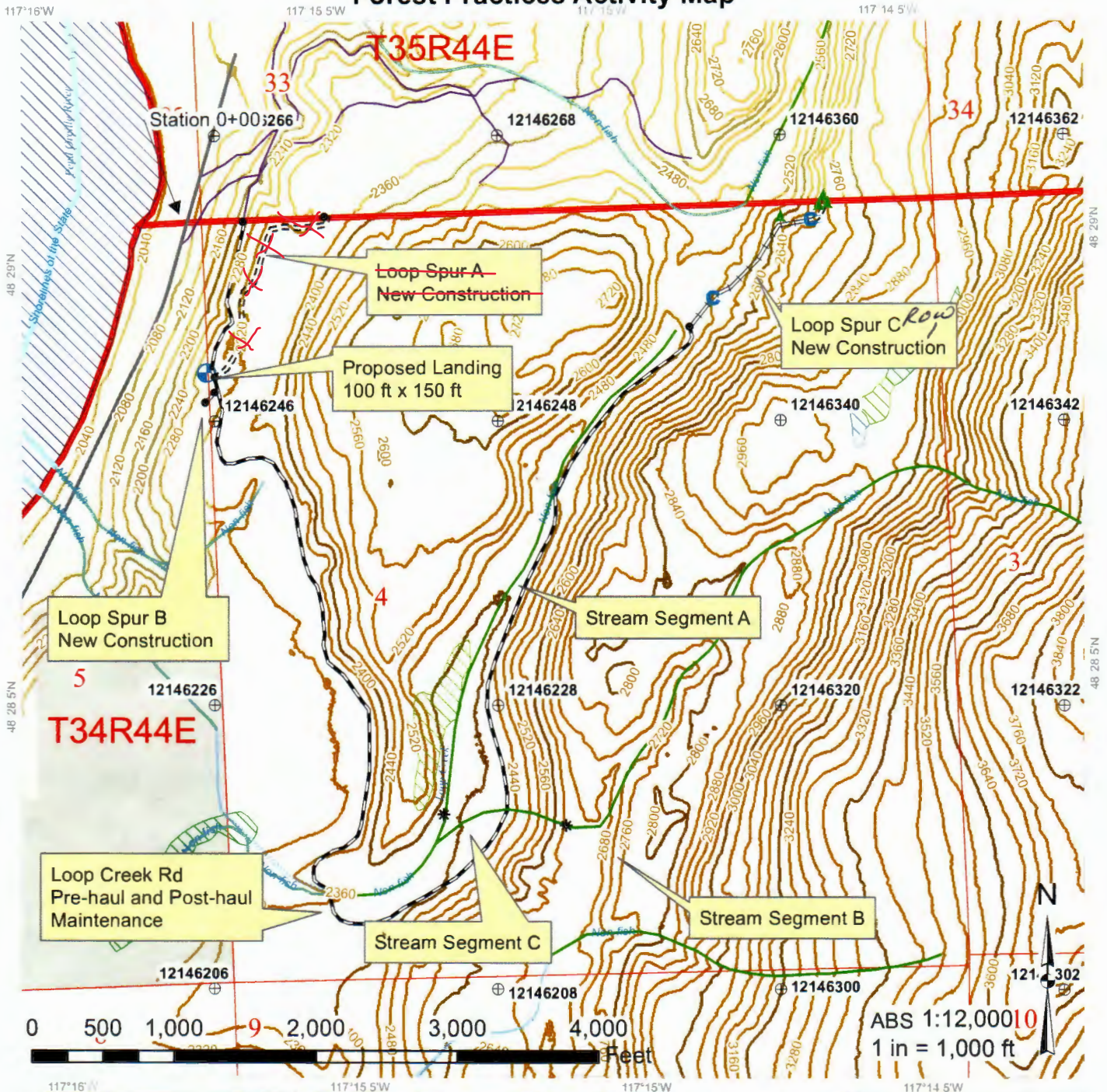
The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

Signature of legal LANDOWNER	Signature of legal TIMBER OWNER* (If different than landowner)	Signature of legal OPERATOR (If different than landowner)
		
Print Name: Wade F. Pierce	Print Name: SAME	Print Name: SAME
Date: 6-16-23	Date:	Date:

* NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.

Forest Practices Activity Map



Legend

Road Type

- ====: New Construction
- : Pre-Haul Maintenance
- : Re-Construction
- : Road point
- ⊕: Culvert
- ⊕: Landing

Water Type

- : Type F
- : Type N
- : Type S
- : U, unknown
- : X, non-typed per WAC 222-16
- ▨: Freshwater Emergent Wetland

US Forest Service

- ▭: County, Municipal or Other Lands
- ⊕: Tics - 2000' Interval
- ▲: ROW Tree Removal
- *: STREAM BREAK

Appendix A. Water Type Classification Worksheet Eastern Washington

 Stream/Segment ID: A
 Date(s) Observed: 6/15/23

 Stream/Segment ID: B
 Date(s) Observed: 6/15/23

 Stream/Segment ID: C
 Date(s) Observed: 6/15/23

1. Did you determine fish use as described in the Forest Practices Board Manual Section 13? Or, does the stream have waiver characteristics? [See WAC 222-16-031(3)(b)(ii)]
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> No. Continue
<input type="checkbox"/> Yes. Attach documentation or approved WTMF number:
<hr/> <input type="checkbox"/> Fish found.
Type F water. Stop.
<input type="checkbox"/> No fish. Continue to 6.
<input type="checkbox"/> Yes. Meets waiver criteria.
Continue to 6. | <input checked="" type="checkbox"/> No. Continue
<input type="checkbox"/> Yes. Attach documentation or approved WTMF number:
<hr/> <input type="checkbox"/> Fish found.
Type F water. Stop.
<input type="checkbox"/> No fish. Continue to 6.
<input type="checkbox"/> Yes. Meets waiver criteria.
Continue to 6. | <input checked="" type="checkbox"/> No. Continue
<input type="checkbox"/> Yes. Attach documentation or approved WTMF number:
<hr/> <input type="checkbox"/> Fish found.
Type F water. Stop.
<input type="checkbox"/> No fish. Continue to 6.
<input type="checkbox"/> Yes. Meets waiver criteria.
Continue to 6. |
|--|--|--|
2. Were fish observed or are fish known to use the stream any time of the year?
- | | | |
|--|--|--|
| <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. |
|--|--|--|
3. Is there an impoundment (ponded water) upstream of the assessed segment that is greater than 0.5 acres?
- | | | |
|--|--|--|
| <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. |
|--|--|--|
4. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is three feet or greater? AND, is the average stream gradient less than or equal to 16%?
- | | | |
|--|--|--|
| <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. |
|--|--|--|
5. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is three feet or greater? AND, is the average stream gradient between 16% and 20%? AND, is the contributing basin to the stream greater than 115 acres?
- | | | |
|--|--|--|
| <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop.
<input checked="" type="checkbox"/> No. Continue. |
|--|--|--|
6. Does the stream segment contain water at all times during a normal rainfall year?
- | | | |
|--|--|--|
| <input type="checkbox"/> Yes. Type Np water. Go to 9.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type Np water. Go to 9.
<input checked="" type="checkbox"/> No. Continue. | <input checked="" type="checkbox"/> Yes. Type Np water. Go to 9.
<input type="checkbox"/> No. Continue. |
|--|--|--|
7. Is the stream segment downstream of a perennial source of water?
- | | | |
|---|--|---|
| <input type="checkbox"/> Yes. Type Np water. Go to 9
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type Np water. Go to 9.
<input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type Np water. Go to 9.
<input type="checkbox"/> No. Continue. |
|---|--|---|
8. Is the stream physically connected by an above-ground channel to Type S, F, or Np water?
- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Yes, Type Ns water.
<input type="checkbox"/> No, non-typed water. | <input checked="" type="checkbox"/> Yes, Type Ns water.
<input type="checkbox"/> No, non-typed water. | <input type="checkbox"/> Yes, Type Ns water.
<input type="checkbox"/> No, non-typed water. |
|--|--|---|
9. Describe how you determined the uppermost point of perennial flow. Include a description of its location and show the point on a map (Use a separate piece of paper if necessary).

 Stream/Segment ID: A

 Stream/Segment ID: B

 Stream/Segment ID: C

WATER WAS INTERMITTENT AND SHOWING SIGNS OF DRYING UP, UP STREAM OF THE INDICATED STREAM BREAK

WATER WAS FLOWING ABOVE THE INDICATED STREAM BREAK, BUT CHANNEL SIZE (~1') AND LACK OF WATER SOURCE TRENDS TOWARD SEASONAL STREAM

LIKELY A PERENNIAL STREAM BELOW THE 2 INDICATED STREAM BREAKS



Forest Practices Application/Notification
Notice of Decision

FPA/N No: 3026322

Effective Date: 7/5/23

Expiration Date: 7/5/26

Shut Down Zone: 688

EARR Tax Credit: Eligible Non-eligible

Reference: Mill Creek #36-105472

4-34-44

Decision

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

FPA/N Classification

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

Number of Years Granted on Multi-Year Request

- 4 years
- 5 years

Conditions on Approval/Reasons for Disapproval

Approved with no conditions.

Issued By: Max Leyva

Region: Northeast

Title: Forest Practices Forester

Date: 07/05/2023

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: _____ Date: _____

Appeal Information

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

You must file your appeal at all three addresses below:

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

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

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

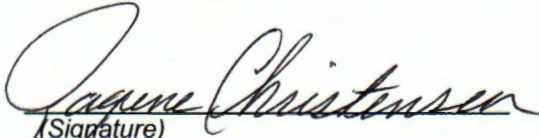
I, Ragene Christensen , caused the Notice of Decision for FPA/N No. 3026322 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

7/5/2023

(Date)

Colville, Washington

(City & State where signed)


(Signature)



DNR FED ID: 91-6012771

DNR
1111 WASHINGTON ST SE
OLYMPIA WA 98504

SD Invoice

Billing Document Number/Date:
9168975 / 06/21/2023

Reference:
6G2-FYG

Your Customer number:
1043638

Our Contact: Reception
Our Telephone Number:

509-684-7474

Due Date: 07/21/2023

Item	Material	Qty	Description	Price	Value
000010	FPA150	1 EA	Mill Creek 36-105472	\$ 150.00 USD	\$ 150.00
	FPA 3026322		Mill Creek 36-105472 ROW on Steimson Lumber properties		
Total items					\$ 150.00
Tax Jur Code Le					0.00
Tax Jur Code Le					0.00
Final amount					\$ 150.00

Interest at the rate of one percent per month shall accrue starting on the date the invoice becomes past due

RETURN THIS PORTION FOR PROPER CREDIT TO YOUR ACCOUNT

Customer Name : DNR Due Date: 07/21/2023

Customer Number: 1043638

Billing Document Number: 9168975

REMIT CHECKS TO:

TOTAL - Please pay this amount

\$ 150.00

NORTHEAST REGION

Our Contact: Reception

225 S SILKE ROAD

COLVILLE WA 99114-9369

If paying by AFRSJV, Credit Agency 4900, Fund 660. To Remit Interagency Payments Use SWV0007528-00



For DNR Region Office Use Only	
FPA/N #:	3026323
Region:	NORTHEAST
Received Date:	6-20-2023

Forest Practices Application/Notification Eastern Washington

Project Name: Mill Creek

PLEASE USE THE INSTRUCTIONS TO COMPLETE THIS APPLICATION.

1. Landowner, Timber Owner and Operator

Legal Name of LANDOWNER Priest River Land Company	Legal Name of TIMBER OWNER <input checked="" type="checkbox"/> Same as Landowner	Legal Name of OPERATOR <input checked="" type="checkbox"/> Same as Landowner
Mailing Address: PO BOX 220	Mailing Address:	Mailing Address:
City, State, Zip: Laclede, ID 83841	City, State, Zip:	City, State, Zip:
Phone: 208-255-9183 Email: msapp@idfg.com	Phone: Email:	Phone: Email:

2. Contact Person

Contact Person: Mike Sapp; and Nate Janiga	Phone: 208-255-9183 Email: msapp@idfg.com; nathan.janiga@dnr.wa.gov
---	--

3. Are you converting any portion of the land to non-forestry use within 3 years of harvest?

No Yes If yes, include your SEPA checklist and SEPA determination (if applicable) and county clearing and grading permit (if applicable).

4. If you are harvesting timber, enter the Forest Tax Number of the Timber Owner:

800002921

Contact the Department of Revenue at 360-534-1324 for tax reporting information or to obtain a number.

a. Are you eligible for EARR Tax Credit? No Yes

5. Are you a small forest landowner per RCW 76.09.450? See instructions

- No Yes If yes, **check all that apply**. If no, skip to Question 6.
- My entire proposed harvest area is on a single contiguous ownership consisting of one or more parcels.
 - My proposed forest practices activities are within an area covered by an approved Forest Stewardship Plan or Forest Management Plan developed in cooperation with DNR.
 - I received technical assistance from a DNR small forest landowner Stewardship and Technical Assistance Forester in preparing this FPA/N.
 - I have participated in a Washington State University Extension Service and/or DNR-sponsored Forest Stewardship Coached Planning course.
 - I have attended a Washington State University Extension Service and/or DNR-sponsored Family Forest Owner Field Day.

6. Are you substituting prescriptions from an approved state or federal conservation agreement or Watershed Analysis?

- No Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks for approved state or federal conservation agreements or Watershed Analysis on file at the Region office.

7. What is the legal description of your forest practices?

Section	Township	Range	EW	Tax Parcel Number	County
27	35	44	E	443527000000	Pend Oreille
5	33	44	E	443305500001	Pend Oreille
4	33	44	E	443304300001	Pend Oreille

8. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.

- No Yes If you made any contacts, please provide information in Question 28.

9. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?

- No Is a Small Forest Landowner RMAP Checklist required (see instructions)? No Yes
- Yes Enter your RMAP number: R230316
- Is this FPA/N for work that is included in this approved RMAP? No Yes

10. Are there potentially unstable slopes or landforms in or around the area of your forest practices activity?

- No Yes If yes, attach Appendix D. Slope Stability Informational Form and map of areas reviewed for and locations of unstable slopes and landforms found. If applicable, attach a geotechnical letter, memo, or report, Watershed Analysis prescriptions, and/or a SEPA Environmental Checklist.

11. Is this Forest Practices Application/Notification (answer every question):

- a. No Yes A request for a multi-year permit? If yes, length requested: 4 years or 5 years.
Not everyone qualifies for a multi-year permit. See instructions for details.
- b. No Yes An Alternate Plan? If yes, include a template or detailed plan. See instructions for details.
- c. No Yes For a funded Forest Family Fish Passage Program project?
- d. No Yes Within an urban growth area (UGA)? If yes, see instructions for additional required documents.
- e. No Yes Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination, except for harvest/salvage of less than 5,000 board feet within a developed public park.
Park name: _____
- f. No Yes Within 500 feet of a public park? Park name: _____
- g. No Yes In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.
- h. No Yes Within 200 feet of the Ordinary High Water Mark (OHWM) or floodway of Type S Water?
If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.
- i. No Yes Within 50 miles of saltwater AND you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
- j. No Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.

You are required to verify all waters within 130 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Water Type Classification Worksheet and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

******* If not working in or over typed Waters, skip to Question 16 *******

Prior to answering Questions 12-15 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

12. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?

- a. No Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F Water(s) that exceeds a five percent gradient?
- b. No Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F Water(s)?
- c. No Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F Water(s)?

13. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F Water? No Yes

14. If installing, replacing, removing, or maintaining structures in or over any typed Water, complete the table below. Provide crossing locations and identifiers on your Activity Map. Provide plan details in Question 28 or attach plan to the FPA/N. Type S and F Waters require detailed plan information. Complex hydraulic projects in Type N Waters may also be required per WAC 222-24-042(2). See instructions for detailed plan requirements.

Crossing Identifier (letter, number)	Water Type (S, F, Np, Ns)	*Existing HPA Number (if applicable)	HPA Expiration Date (if applicable)	Planned Activity (install, replace, remove, temporary, structure maintenance)	Structure (bridge, ford/equipment crossing** punchon/fill, arch, pipe arch, round culvert, other)	Proposed Size (width x length)	Culvert Design Method (no-slope, stream-sim, hydraulic, other) (F and S only)	Channel Bed Width (ft) (F and S only)	Stream Gradient (%) (F and S only)	Is this an RMAP Project?

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

**Fords and/or equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain threatened or endangered fish species. For more information, see 'Background for the State's Incidental Take Permits for certain threatened and endangered fish species' following Question 22 of the FPA/N Instructions.

15. If conducting any of the following activities in or over typed Water(s), complete the table below. Some activities will require identifiers on the Activity Map and/or more information in Question 28. See instructions.

Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing**	PROVIDE DETAILS IN QUESTION 14			
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 28)				

** Fords and/or equipment crossings on Type S and F Waters must be identified in Question 14.

16. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for all temporary roads and abandonment projects.

Road Identifier (name, number)	Road Construction		Road Abandonment	
	Length (feet)	Steepest Side-slope (%)	Length (feet)	Abandonment Date
Temp 4.1	1975	55	1975	10/2026
Temp 13.1	749	55	749	10/2026
Temp 14.1	97	20	97	10/2026
Temp 14.2	111	35	111	10/2026

17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the Activity Map.

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)	Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

18. If operating within 200 feet of a wetland not associated with a Type S or F Water, complete the table below. Wetlands associated with Type S or F water should be listed in Question 25. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zones on the Activity Map. See instructions for information.

Wetland Identifier (letter, number)	Wetland Type (A, B, Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many Acres will be drained?	How many Acres will be filled?

***** If not harvesting or salvaging timber, skip to Question 27 *****

19. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on your Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

Unit Number	Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way)	Biomass Harvest (Y or N)	Harvest Method (rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered logging, animal, chipper, forwarder, slash bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Biomass Volume to be Harvested (tonnage)	Salvage Volume to be Harvested (%)	Estimated Number of Trees per acre Remaining after Harvest		Steepest Slope in Harvest Unit (%)
								Less than 10" dbh	Greater than or equal to 10" dbh	
4	Right-of-Way	N	Excavator	0	0					55
13	Right-of-Way	N	Excavator	.5	1					55
14	Right-of-Way	N	Excavator	.1	1					35

20. Reforestation. Check all that apply:

- Planting. Tree Species: _____
- Natural. Include a Natural Regeneration Plan
- Not required because of one or more of the following:
- I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.
 - Individual dead, dying, down, or wind-thrown trees will be salvaged.
 - Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.
 - I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.
 - An average of 150 tree seedlings per acre are established on the harvest area and my harvest will not damage them.
 - Road right-of-way or rock pit development harvest only.

**** Do you own MORE than 80 acres of forest land in Washington? If yes, skip to Question 25 ****

21. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule (WAC 222-30-023) on Type S, F, or Np Waters?

- No Skip to Question 25.
- Yes Continue to Question 22. See instructions for qualifications and information.

22. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.

- a. ALL of the following apply to me and my land: (If no, answer b.)
- Between June 5, 2006 and today's date I have always owned less than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forest land in Washington.
- b. ONE OR MORE of the following apply to me and/or my land (check all that apply):
If any of the statements below apply AND you use the exempt 20-acre parcel RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Question 22).
- Between June 5, 2006 and today's date I have owned more than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has been owned by someone that has owned more than 80 forested acres in Washington.

23. If harvesting within 345 feet of a Type S or F Water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Segment Length (feet)	Adjacent Harvest Type (partial cut or other)	RMZ Maximum Width (feet)	Are you harvesting within the maximum RMZ? (Y or N)

24. Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?

No Skip to Question 27.

Yes See instructions and describe leave tree strategy in Question 28. Then skip to Question 27.

25. If harvesting within 130 feet of any of Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below. Include stand information for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on your Activity Map. If you are harvesting within 75 feet or within the maximum RMZ, whichever is less, stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Site Class (I-V)	Stream Width (feet)	Is there a CMZ? (Y or N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)

26. If harvesting within 50 feet of Type Np Water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

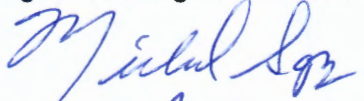
Stream Segment Identifier (letter)	Selected Strategy (partial cut or clearcut)

Stream Segment Identifier (letter)	Selected Strategy (partial cut or clearcut)

29. We acknowledge the following:

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - The Forest Practices Act and Rules AND
 - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert any portion of the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery – Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

Signature of legal LANDOWNER	Signature of legal TIMBER OWNER* <i>(If different than landowner)</i>	Signature of legal OPERATOR <i>(If different than landowner)</i>
 Print Name: <u>MICHAEL SAPP</u> Date: <u>JUNE 19, 2023</u>	 Print Name: Date:	 Print Name: Date:

** NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.*

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.

Appendix A. Water Type Classification Worksheet Eastern Washington

Stream/Segment ID: A Stream/Segment ID: B Stream/Segment ID: _____
Date(s) Observed: 3/22 - 6/23 Date(s) Observed: 3/22 - 4/23 Date(s) Observed: _____

1. Did you determine fish use as described in the Forest Practices Board Manual Section 13? Or, does the stream have waiver characteristics? [See WAC 222-16-031(3)(b)(ii)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> No. Continue | <input checked="" type="checkbox"/> No. Continue | <input type="checkbox"/> No. Continue |
| <input type="checkbox"/> Yes. Attach documentation or approved WTMF number. | <input type="checkbox"/> Yes. Attach documentation or approved WTMF number. | <input type="checkbox"/> Yes. Attach documentation or approved WTMF number. |
| <input type="checkbox"/> Fish found. Type F water. Stop. | <input type="checkbox"/> Fish found. Type F water. Stop. | <input type="checkbox"/> Fish found. Type F water. Stop. |
| <input type="checkbox"/> No fish. Continue to 6. | <input type="checkbox"/> No fish. Continue to 6. | <input type="checkbox"/> No fish. Continue to 6. |
| <input type="checkbox"/> Yes. Meets waiver criteria. Continue to 6. | <input type="checkbox"/> Yes. Meets waiver criteria. Continue to 6. | <input type="checkbox"/> Yes. Meets waiver criteria. Continue to 6. |

2. Were fish observed or are fish known to use the stream any time of the year?

- | | | |
|---|---|---|
| <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. |
| <input checked="" type="checkbox"/> No. Continue. | <input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. |

3. Is there an impoundment (ponded water) upstream of the assessed segment that is greater than 0.5 acres?

- | | | |
|---|---|---|
| <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. |
| <input checked="" type="checkbox"/> No. Continue. | <input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. |

4. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is three feet or greater? AND, is the average stream gradient less than or equal to 16%?

- | | | |
|---|---|---|
| <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. |
| <input checked="" type="checkbox"/> No. Continue. | <input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. |

5. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is three feet or greater? AND, is the average stream gradient between 16% and 20%? AND, is the contributing basin to the stream greater than 115 acres?

- | | | |
|---|---|---|
| <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. | <input type="checkbox"/> Yes. Type F water. Stop. |
| <input checked="" type="checkbox"/> No. Continue. | <input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. |

6. Does the stream segment contain water at all times during a normal rainfall year?

- | | | |
|---|--|---|
| <input type="checkbox"/> Yes. Type Np water. Go to 9. | <input checked="" type="checkbox"/> Yes. Type Np water. Go to 9. | <input type="checkbox"/> Yes. Type Np water. Go to 9. |
| <input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. |

7. Is the stream segment downstream of a perennial source of water?

- | | | |
|---|---|---|
| <input type="checkbox"/> Yes. Type Np water. Go to 9. | <input type="checkbox"/> Yes. Type Np water. Go to 9. | <input type="checkbox"/> Yes. Type Np water. Go to 9. |
| <input checked="" type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. | <input type="checkbox"/> No. Continue. |

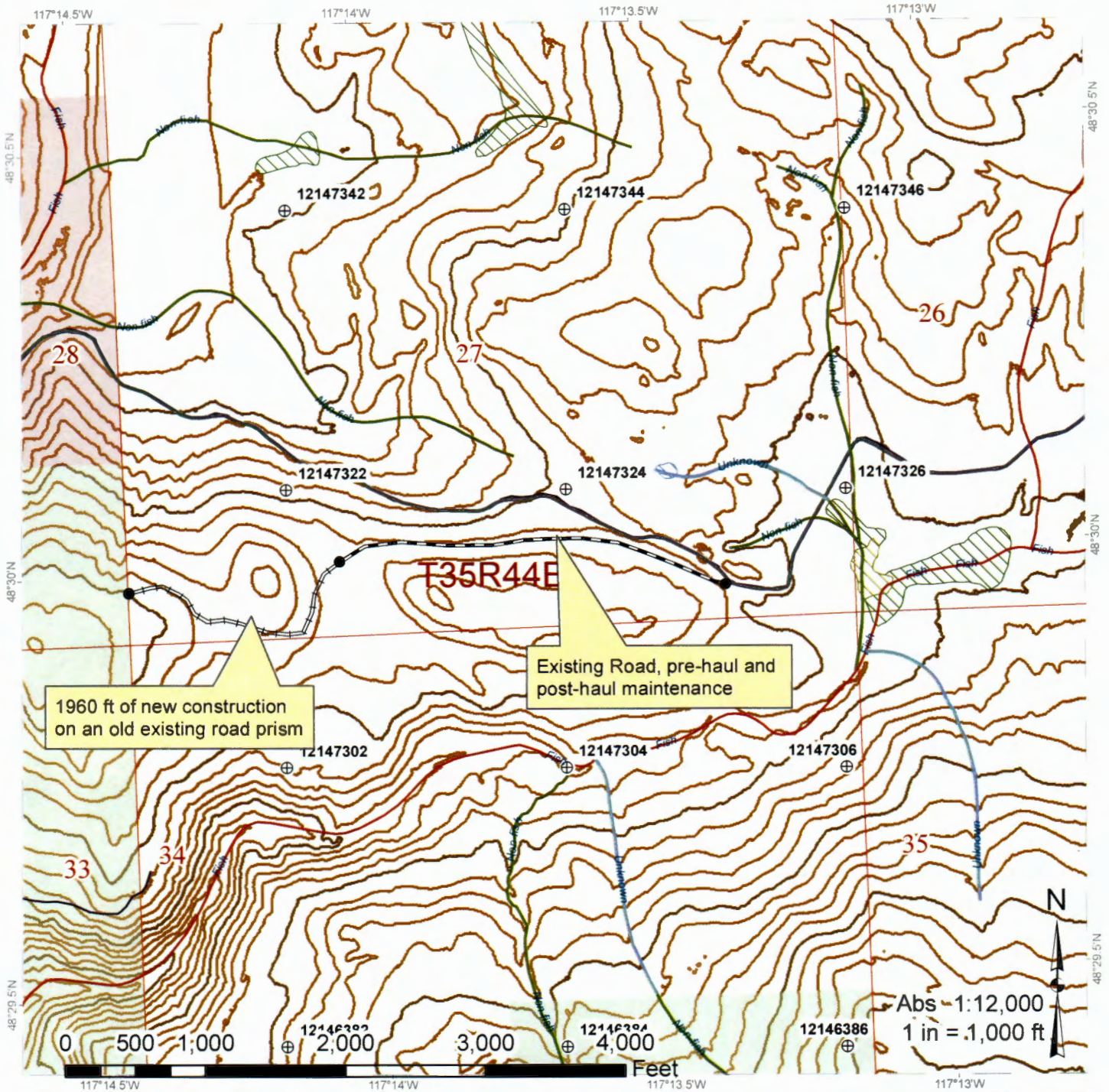
8. Is the stream physically connected by an above-ground channel to Type S, F, or Np water?

- | | | |
|--|---|---|
| <input type="checkbox"/> Yes, Type Ns water. | <input type="checkbox"/> Yes, Type Ns water. | <input type="checkbox"/> Yes, Type Ns water. |
| <input checked="" type="checkbox"/> No, non-typed water. | <input type="checkbox"/> No, non-typed water. | <input type="checkbox"/> No, non-typed water. |

9. Describe how you determined the uppermost point of perennial flow. Include a description of its location and show the point on a map (Use a separate piece of paper if necessary).

Stream/Segment ID: <u>A</u>	Stream/Segment ID: <u>B</u>	Stream/Segment ID: _____
OBSERVED OVER 2 SPRING BREAK UP PERIODS AND NO WATER WAS OBSERVED	ALWAYS HAS WATER FLOWING YEAR ROUND	

Forest Practices Activity Map



Legend

Road Type

- Existing Easement
- Pre-Haul Maintenance
- Re-Construction
- ==== New Construction
- Road point

Stream Type

- Type F
- Type N
- Type S
- U, unknown
- X, non-typed per WAC 222-16

- Freshwater Forested/Shrub Wetland
- Freshwater Emergent Wetland
- DNR Managed Lands
- US Forest Service
- ⊕ Tics - 2000' Interval

27. How are the following currently marked on the ground? (Flagging color, paint color, road, fence, etc.)

Harvest/Salvage Boundaries: Pink flagging and white Timber sale Boundary tags with orange flashers

Clumped Wildlife Reserve Trees/Green Recruitment Trees: Designation by Prescription

Right-of-Way Limits/Road Centerlines: Orange flagging and Orange Right of Way tags

Stream Crossing Work: Not Applicable

Riparian Management Zone Boundaries and Leave/Take Trees: Blue flagging with blue Special Management Area tags

Channel Migration Zone: Not Applicable

Wetland Management Zone Boundaries and Leave/Take Trees: Not Applicable

28. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N Water(s) see instructions for required plan information. If applicable, include recommended mitigation measures from a geotechnical memo, letter, or report.

Question 8: Archeology surveys completed in May and June of 2023 by the Kalispel Tribe, Kendra Maroney, kmaroney@kalispeltribe.com

Question 11: All water types were identified using ArcGIS data provided by WA DNR, USFS, and the Kalispel Tribe, and verified on the ground while doing stand recon.

Question 16: Road maintenance and new construction

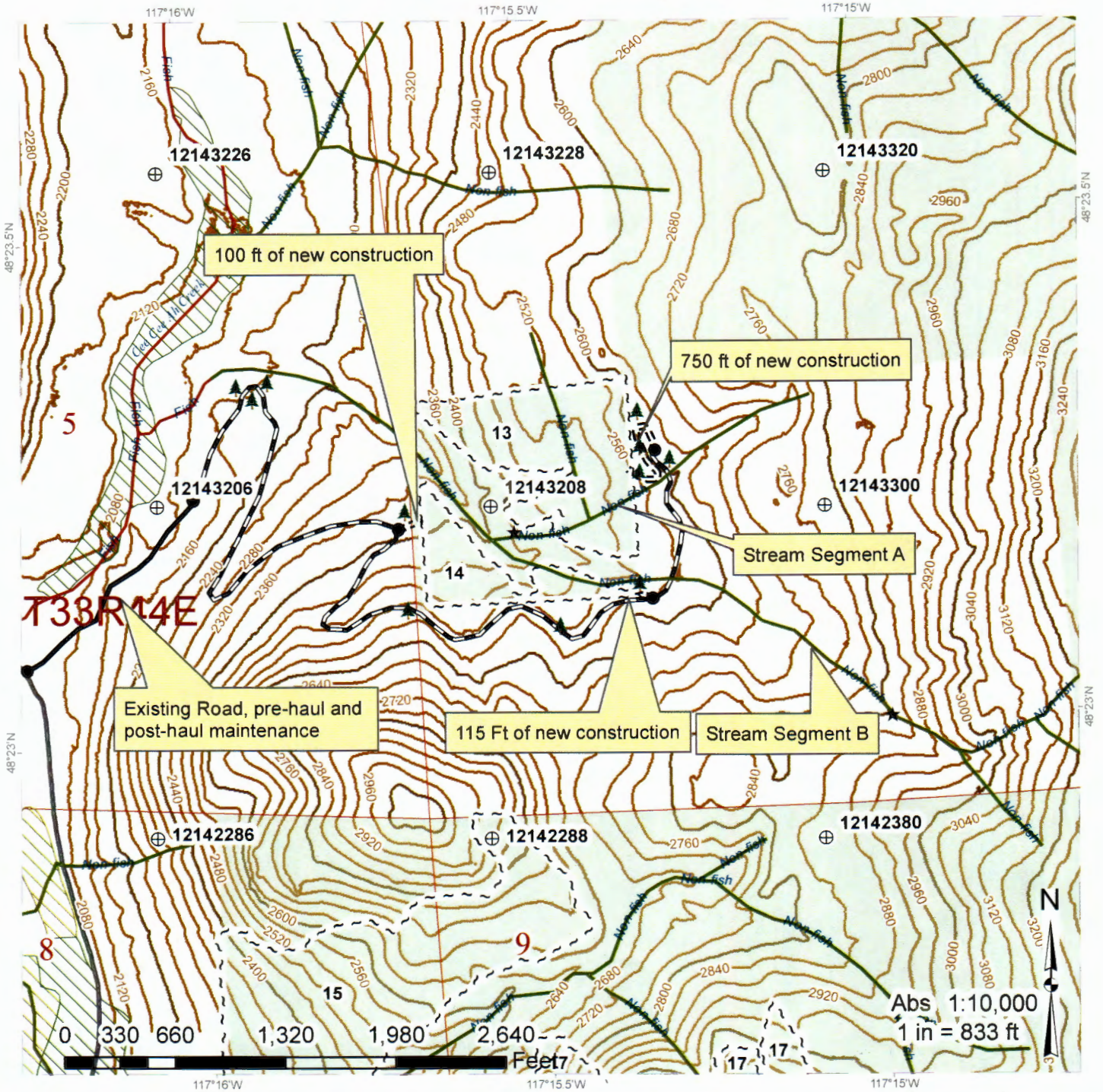
Temp road into unit 4: New road construction over existing skid trail, removal of mostly noncommercial product that will not leave the site with the potential of a few commercial trees being removed.

Temp 13.1: New road construction that ties into old road prism, removal of 4-5 commercial trees. Road will be about 50 feet from a dry draw, identified on map 3 as stream segment A and identified as a type 5 non-fish stream, that has not flowed water in the last 2 years above the stream break indicator on the map. The "Draw" has been walked and observed for water in the spring of 2022 and 2023 during the months of April, May, and June. There is no scour or deposition, and no observed water. The road will be obliterated by re-contouring to match existing slope with grass seed and straw spread out to minimize potential for erosion.

Temp 14.1: 100 ft of new road construction, removal of 1 commercial tree in ROW. Road will be obliterated by ripping the running surface to a depth of 6 in and be grass seeded.

Temp 14.2: 115 feet of new road construction over old existing road prism. Approximately 100' from water, a type 4, Non-fish tributary to Cee Cee Ah creek. Likely removal of 1 commercial tree within the ROW. Road will be obliterated by ripping the running surface to a depth of 6 in and be grass seeded.

Forest Practices Activity Map



Legend

Road Type

- Kalispel Tribe RUP
- Pre-Haul Maintenance
- Re-Construction
- New Construction
- Road point

Stream Type

- Type F
- Type N
- Type S
- U, unknown
- X, non-typed per WAC 222-16
- Stream Break

- ROW Trees
- Freshwater Emergent Wetland
- DNR Managed Lands
- US Forest Service
- Tics - 2000' Interval



**Forest Practices Application/Notification
Notice of Decision**

FPA/N No: 3026323

Effective Date: 7/5/23

Expiration Date: 7/5/26

Shut Down Zone: 688

EARR Tax Credit: Eligible Non-eligible

Reference: Mill Creek

27-35-44 4,5-33-44

Decision

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

FPA/N Classification

- Class II Class III Class IVG Class IVS

Number of Years Granted on Multi-Year Request

- 4 years 5 years

Conditions on Approval/Reasons for Disapproval

Approved with no conditions.

Issued By: Max Leyva

Region: Northeast

Title: Forest Practices Forester

Date: 07/05/2023

Copies to: Landowner, Timber Owner and Operator

Issued in person: LO TO OP By: _____ Date: _____

Appeal Information

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

You must file your appeal at all three addresses below:

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

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

Other Applicable Laws

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

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

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

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

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

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

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

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

DNR Declaration of Mailing

I, Ragene Christensen , caused the Notice of Decision for FPA/N No. 3026323 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

7/6/2023

(Date)

Colville, Washington

(City & State where signed)


(Signature)

GOOD NEIGHBOR AUTHORITY
COLVILLE NATIONAL FOREST
NEWPORT-SULLIVAN RANGER DISTRICT

MILL CREEK TIMBER SALE ROAD PLAN
PEND ORIELLE COUNTY, WASHINGTON

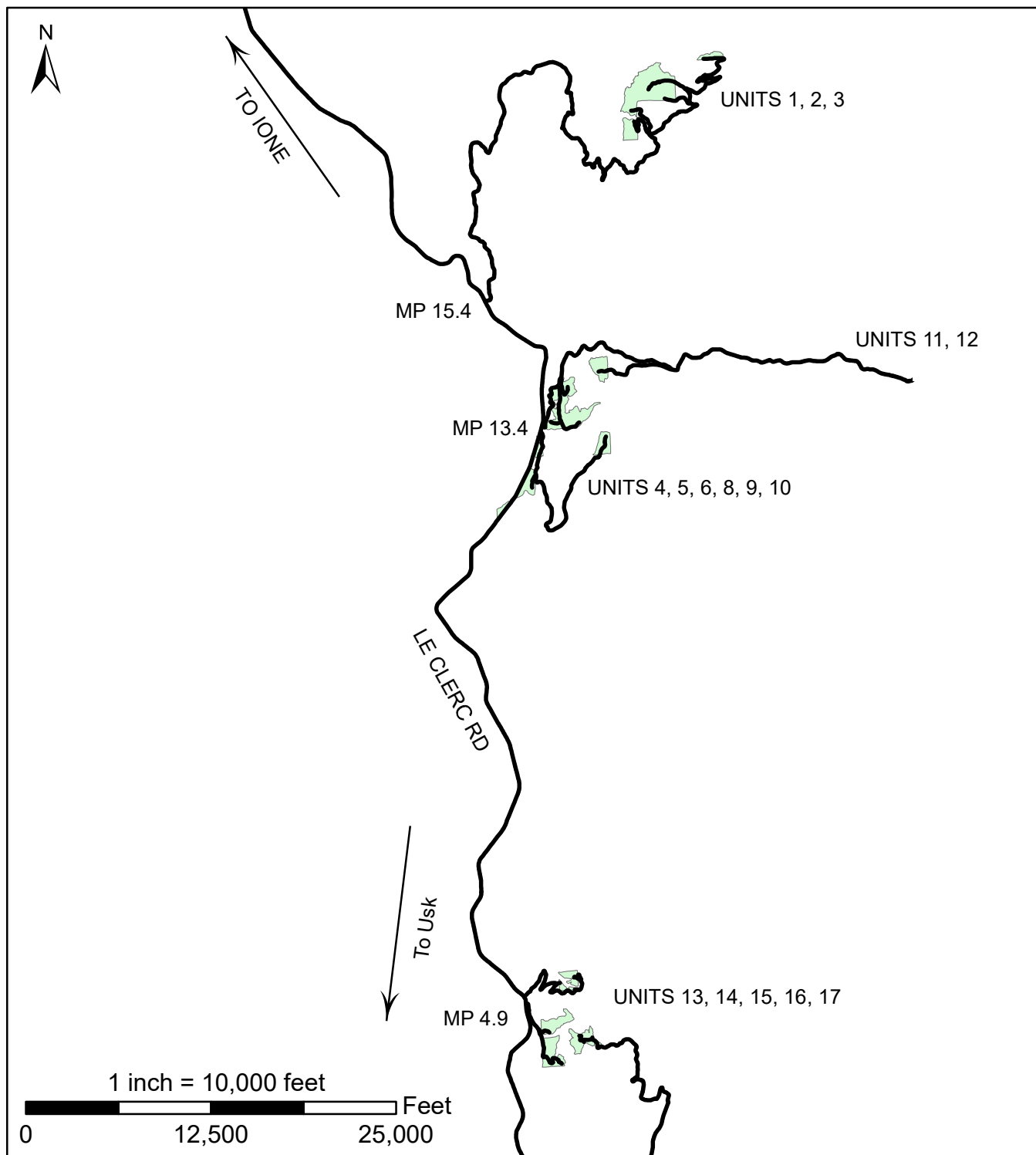
AGREEMENT NO: 36-105472

DRAWN AND COMPILED BY: RYAN SKERBECK

DATE: OCTOBER, 15 2023

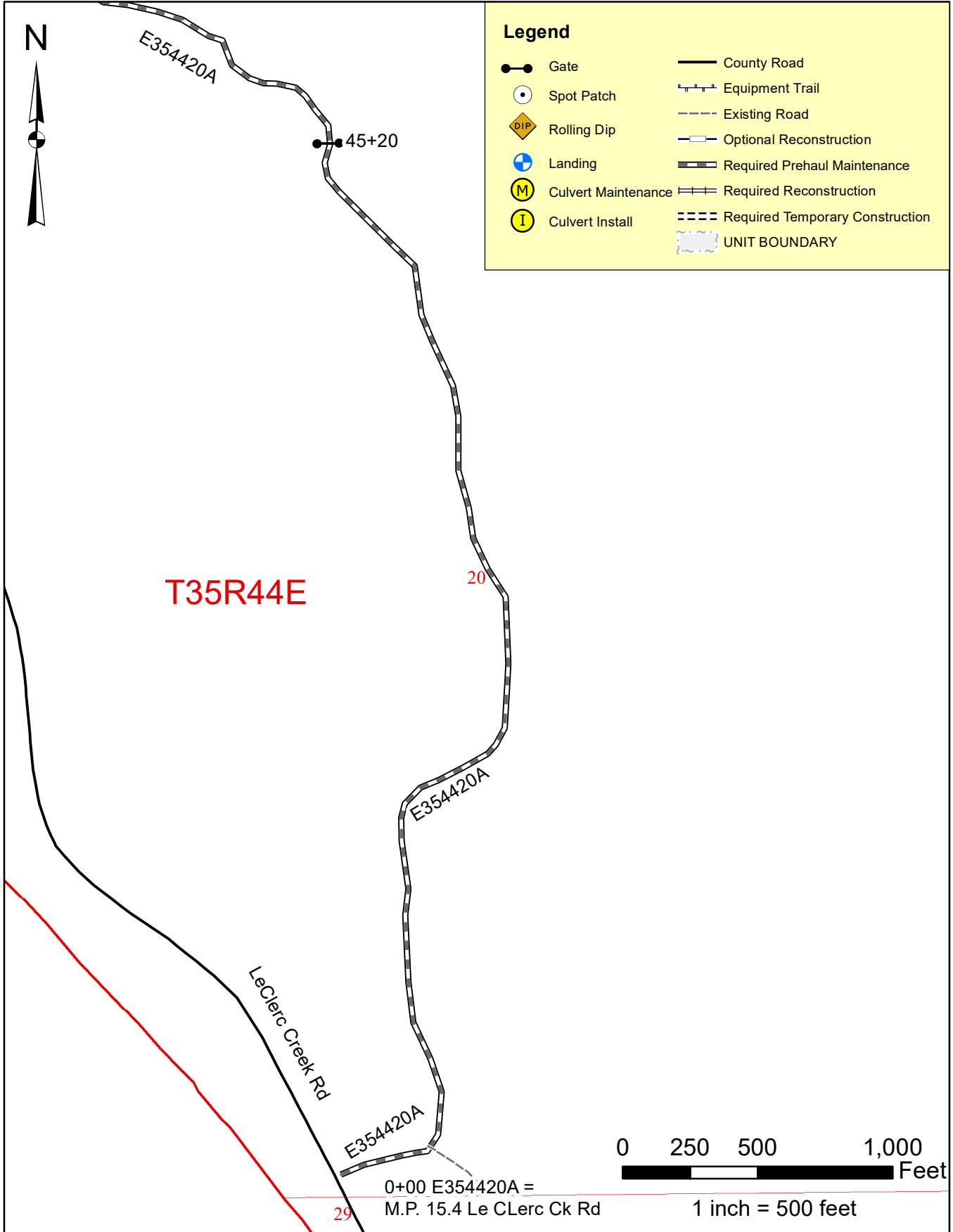
STAFF ENGINEER: RYAN SKERBECK

PROJECT MAP



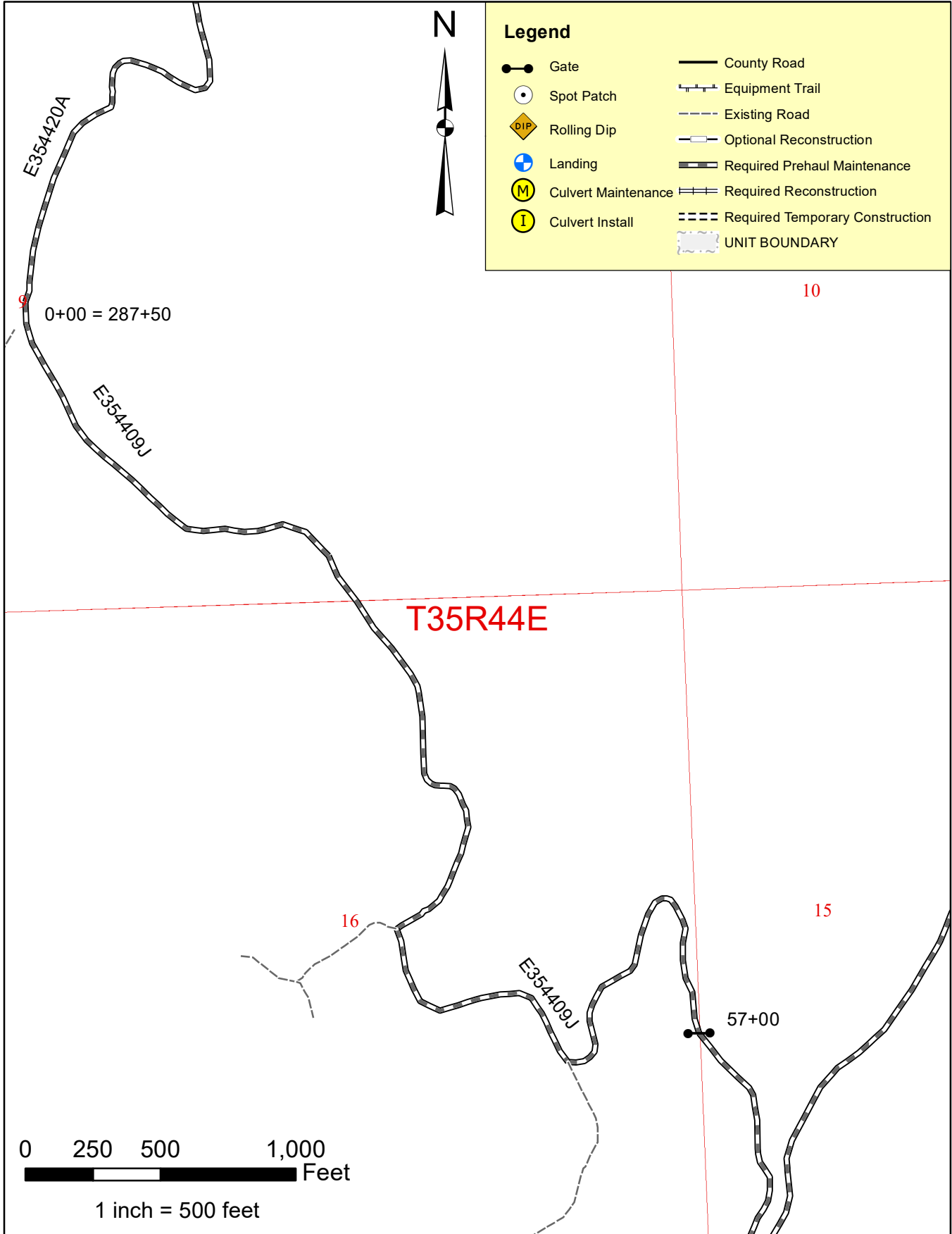
MILL CREEK TIMBER SALE

Map 1 of 17



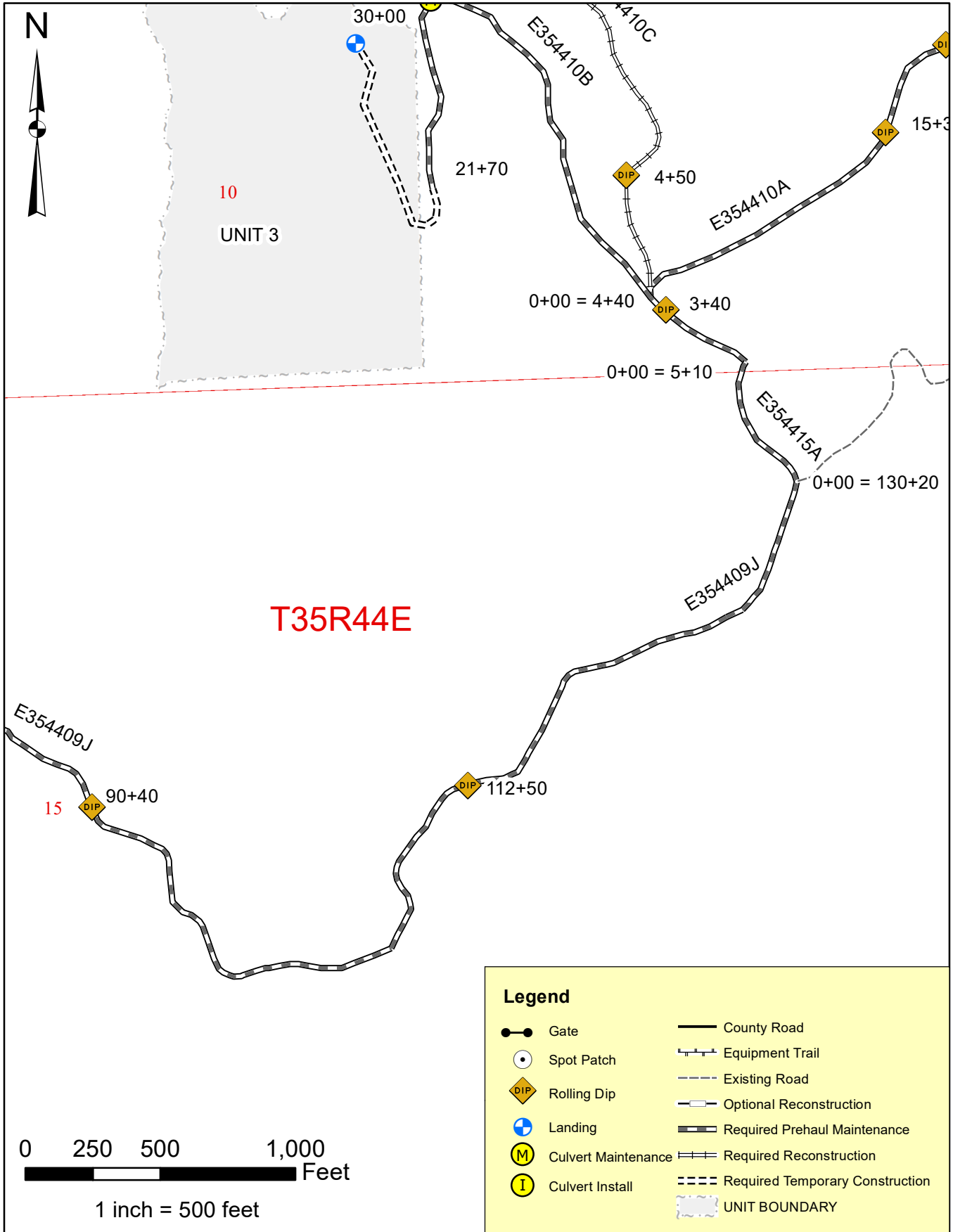
MILL CREEK TIMBER SALE

Map 2 of 17



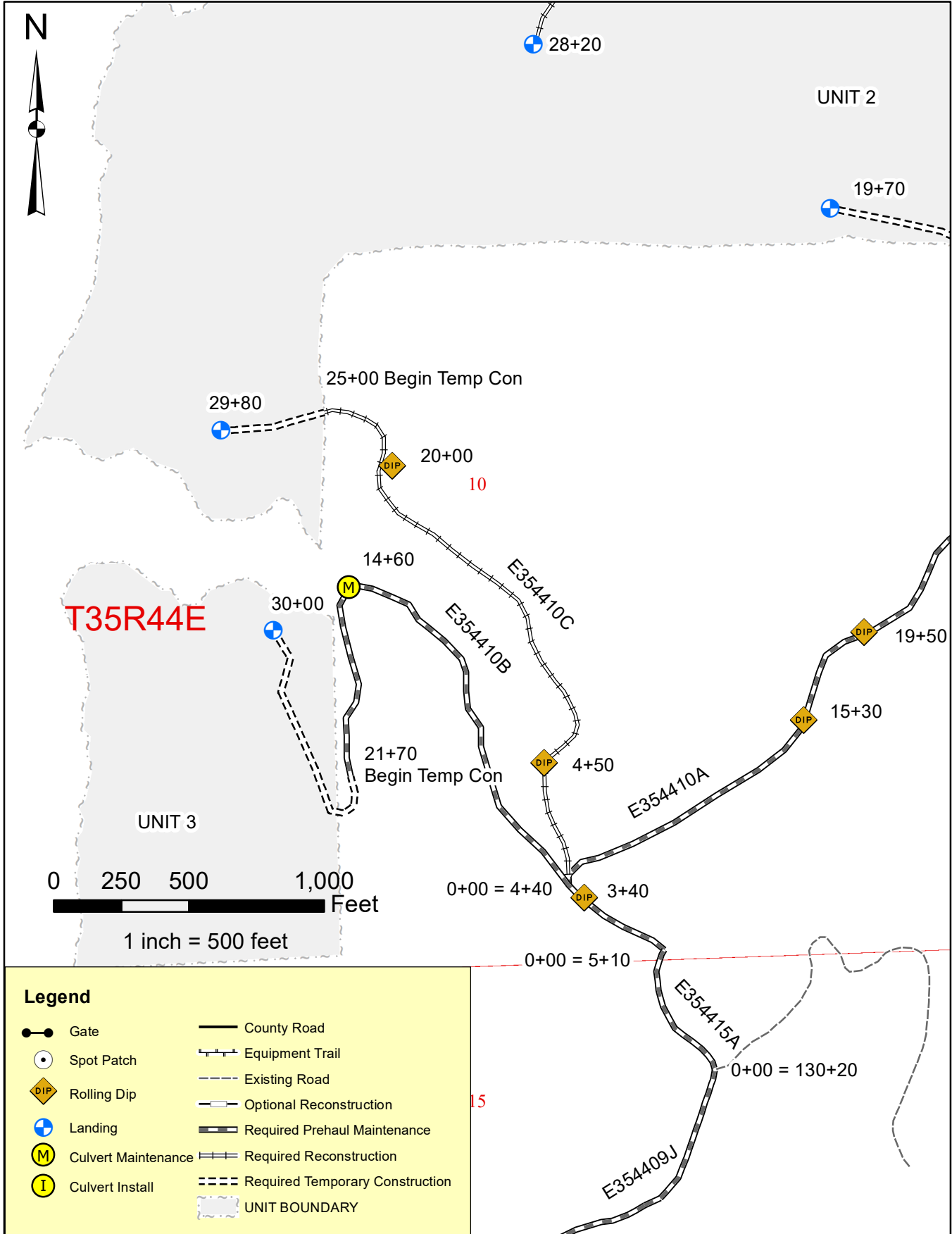
MILL CREEK TIMBER SALE

Map 3 of 17



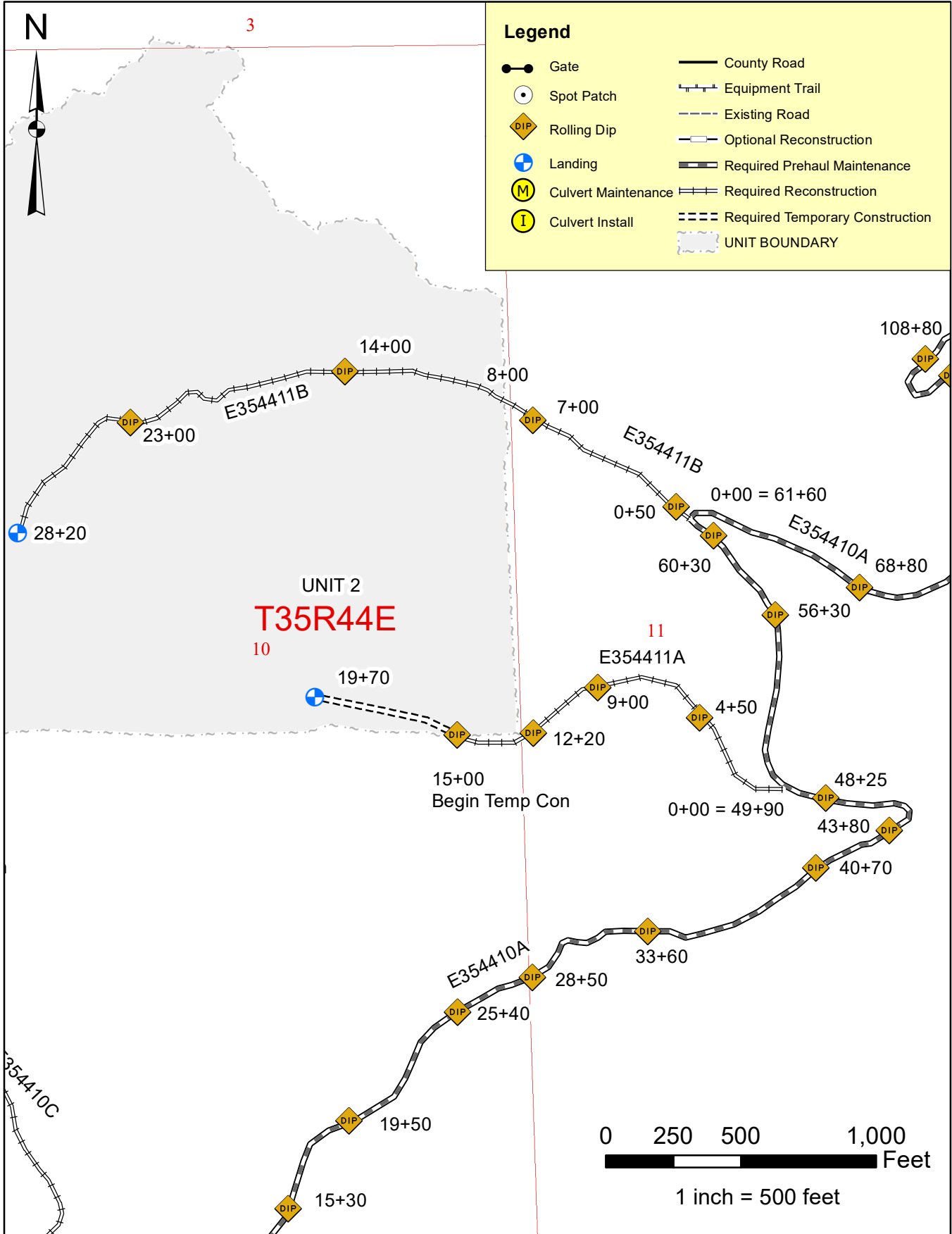
MILL CREEK TIMBER SALE

Map 4 of 17



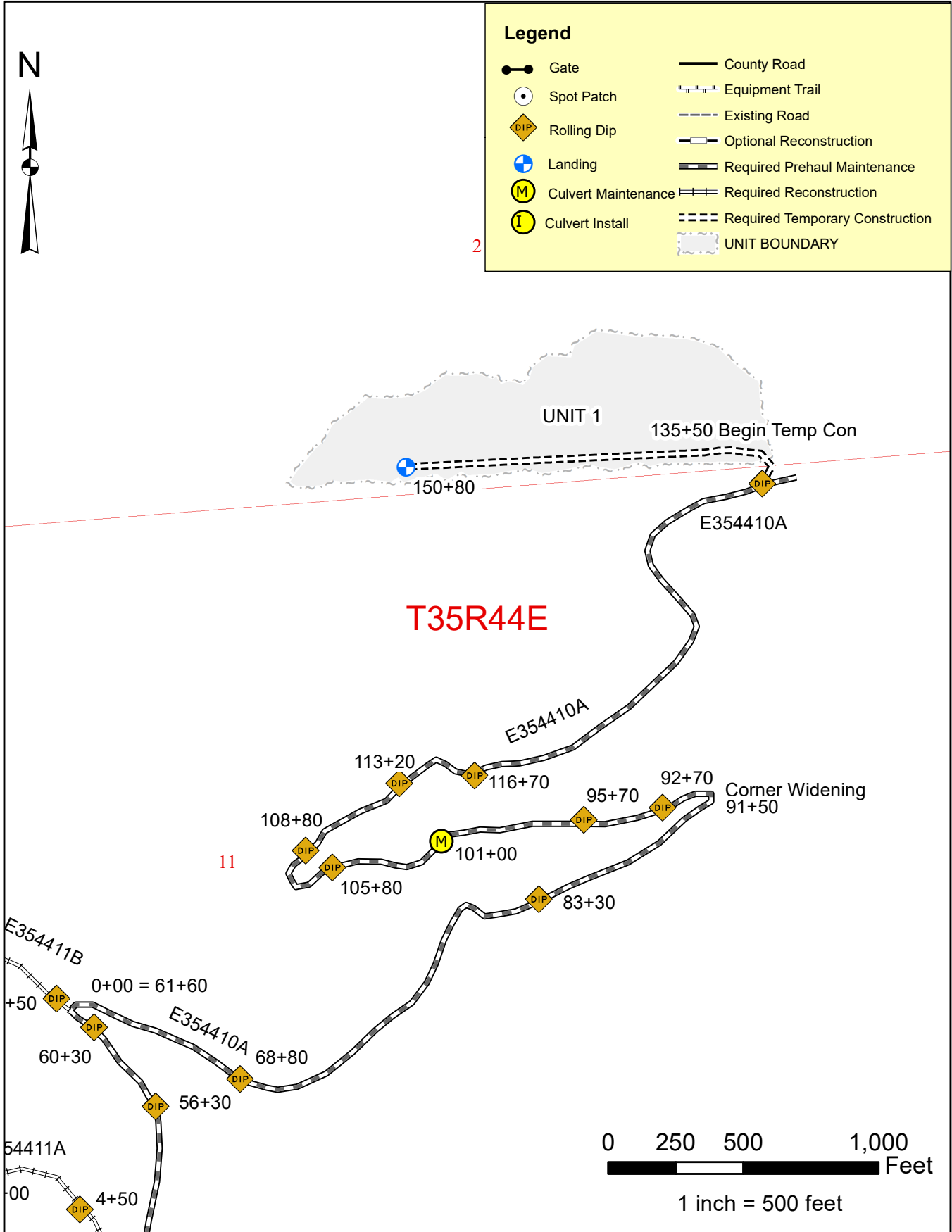
MILL CREEK TIMBER SALE

Map 5 of 17



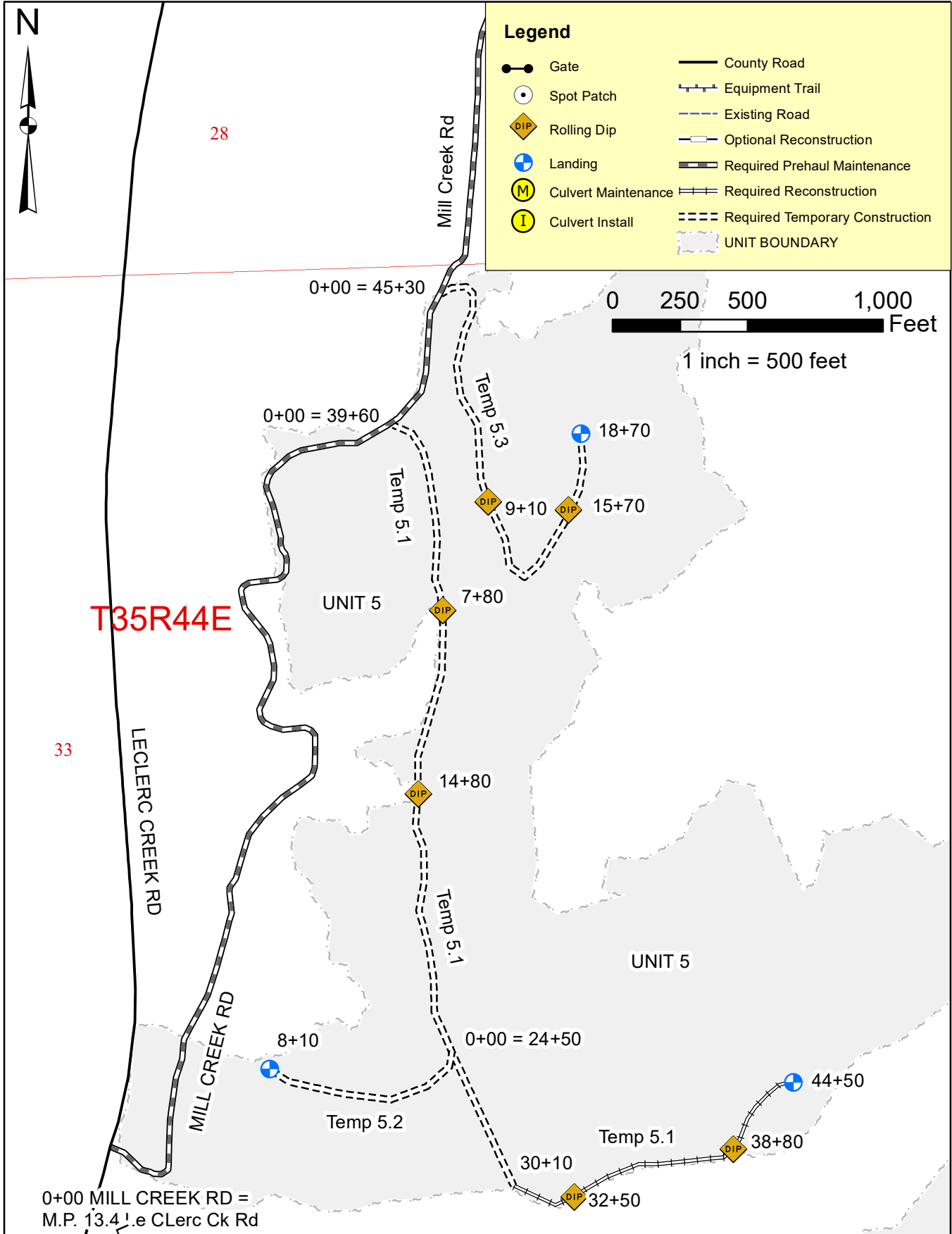
MILL CREEK TIMBER SALE

Map 6 of 17



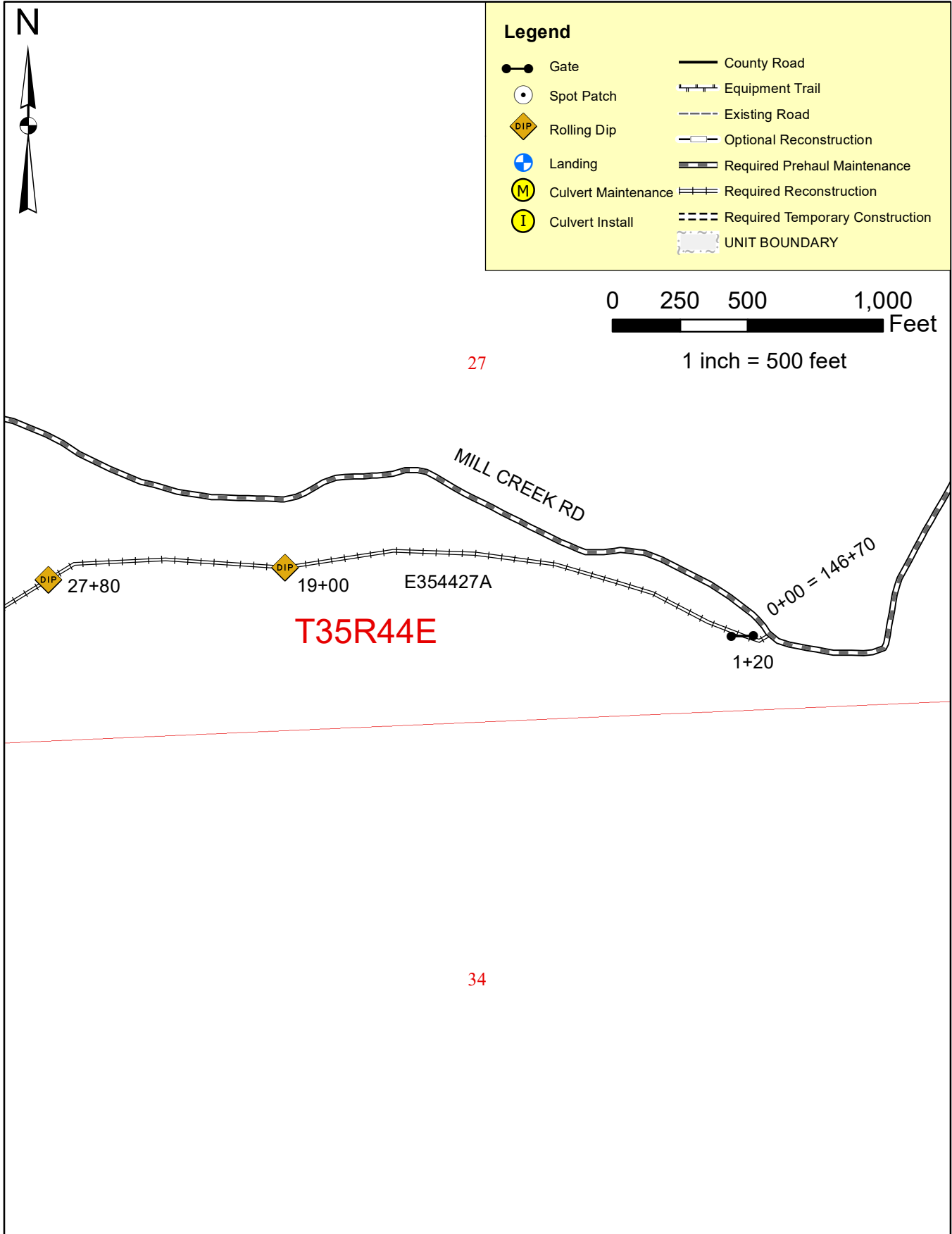
MILL CREEK TIMBER SALE

Map 7 of 17



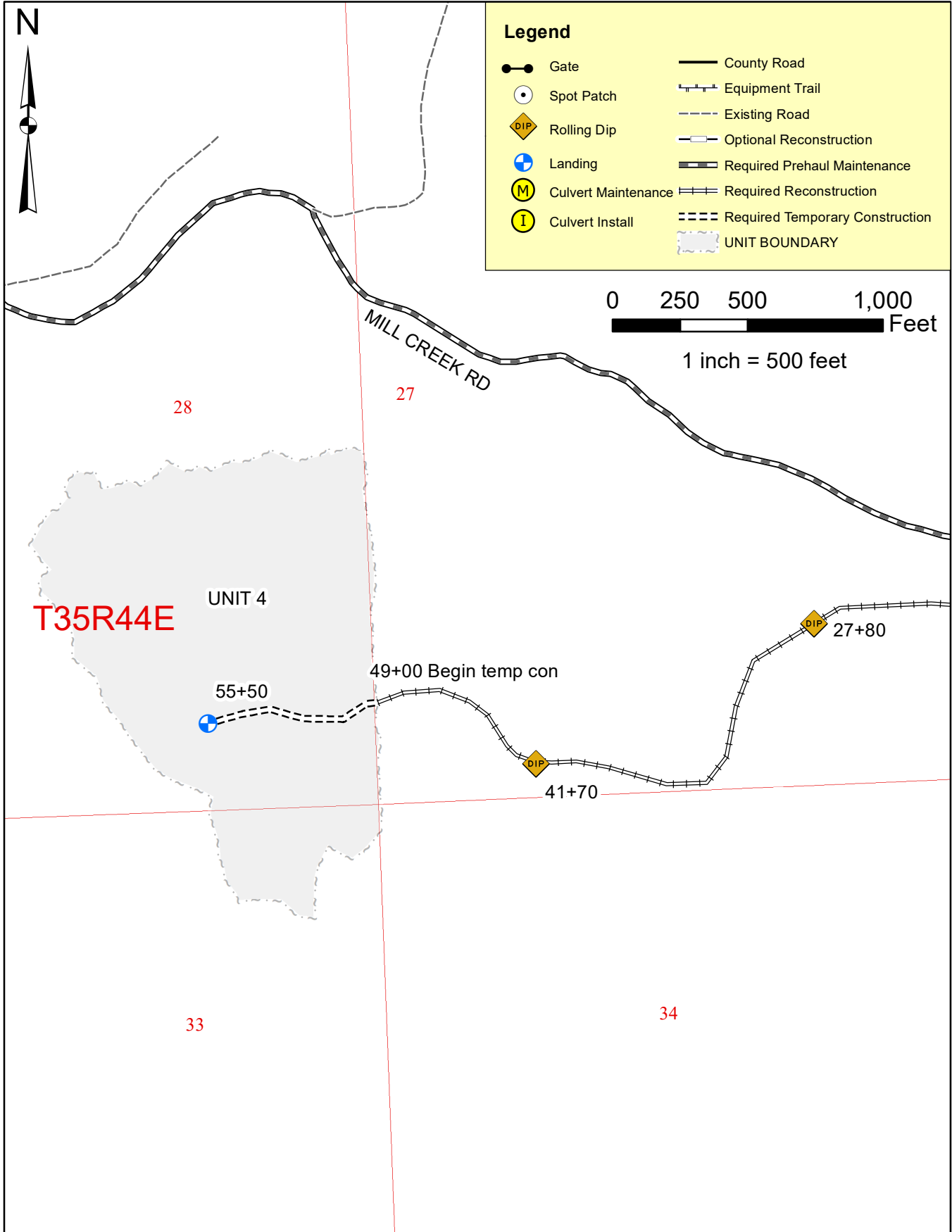
MILL CREEK TIMBER SALE

Map 8 of 17



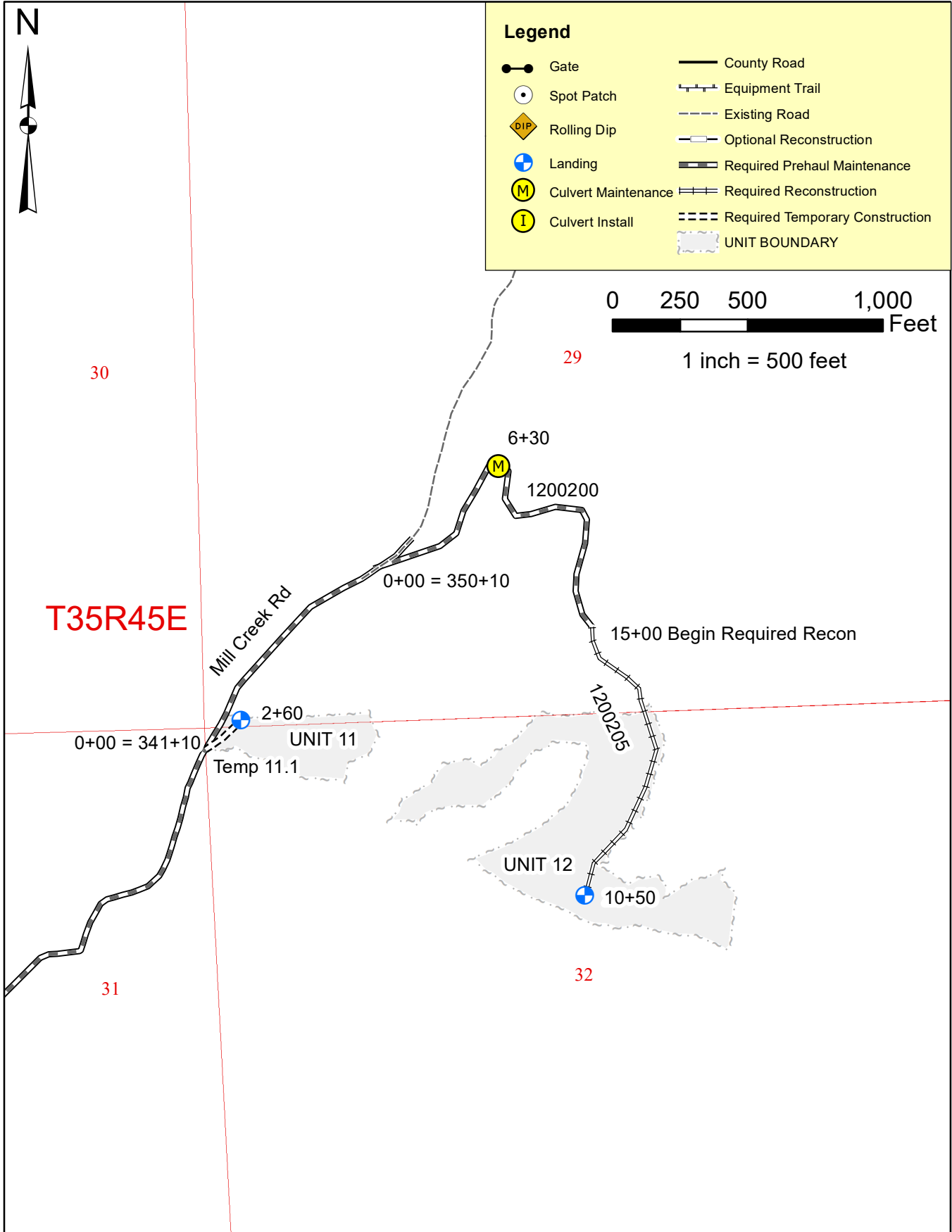
MILL CREEK TIMBER SALE

Map 9 of 17



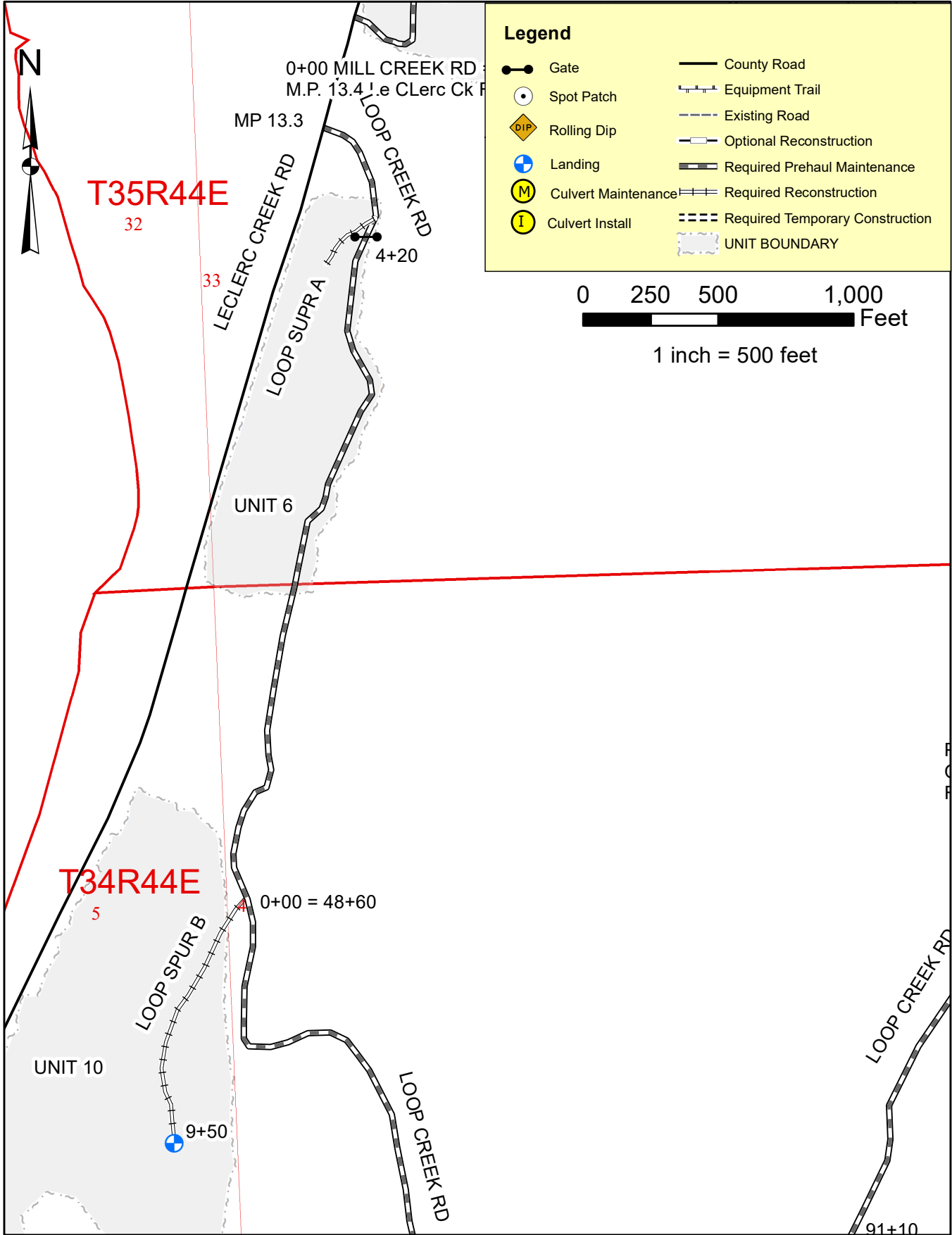
MILL CREEK TIMBER SALE

Map 10 of 17



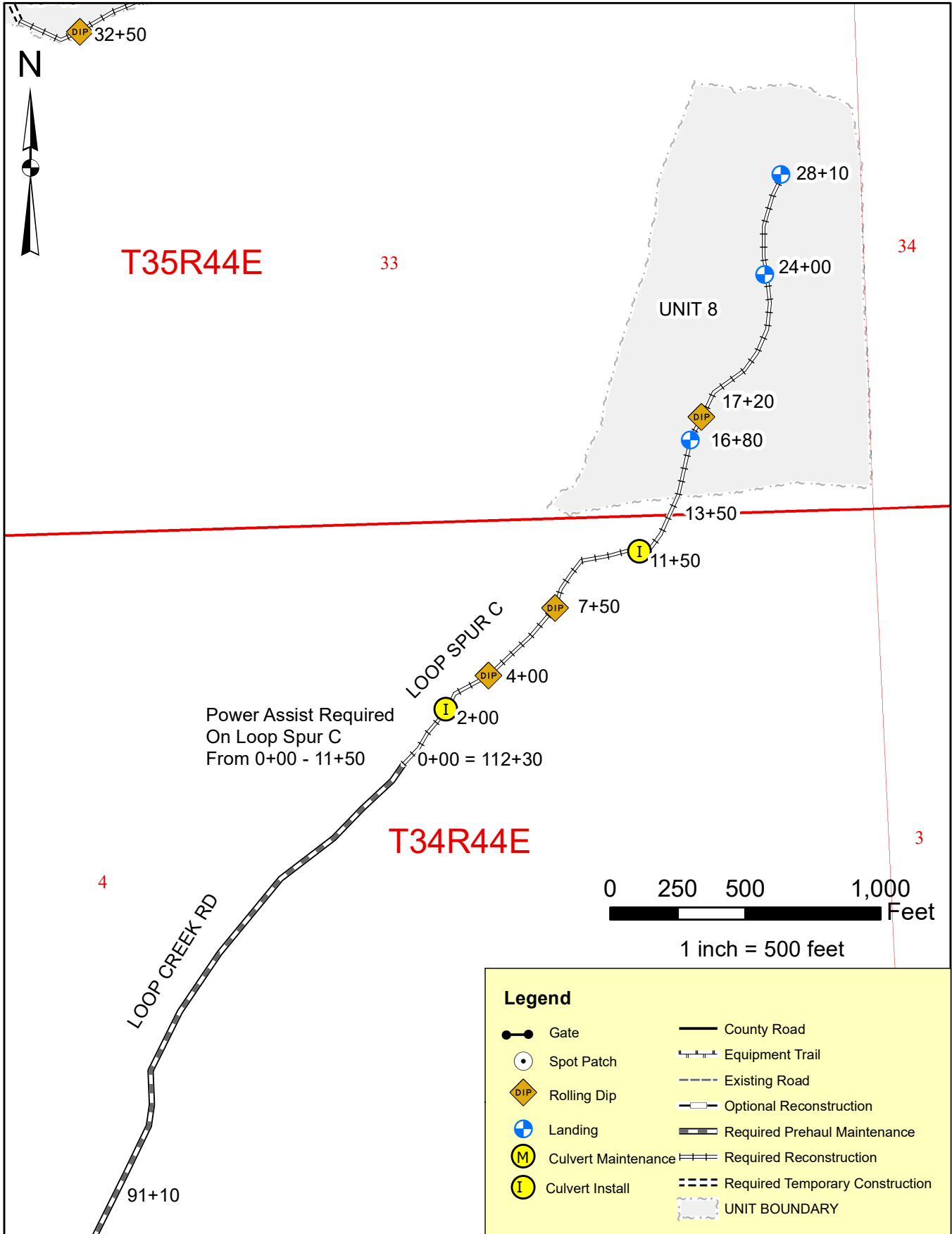
MILL CREEK TIMBER SALE

Map 11 of 17



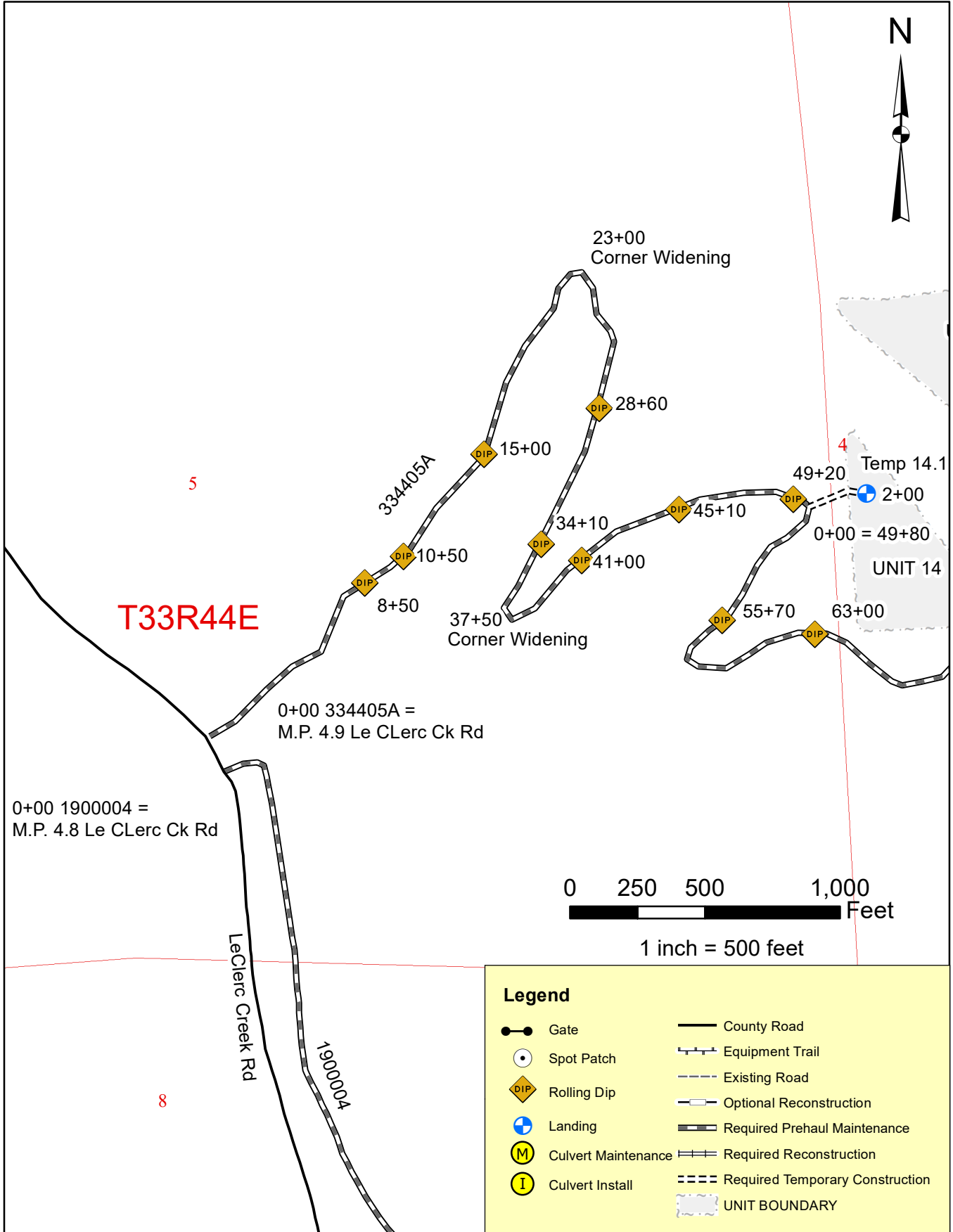
MILL CREEK TIMBER SALE

Map 12 of 17



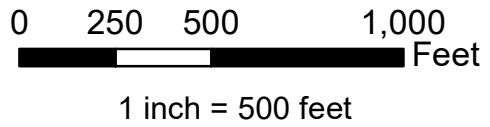
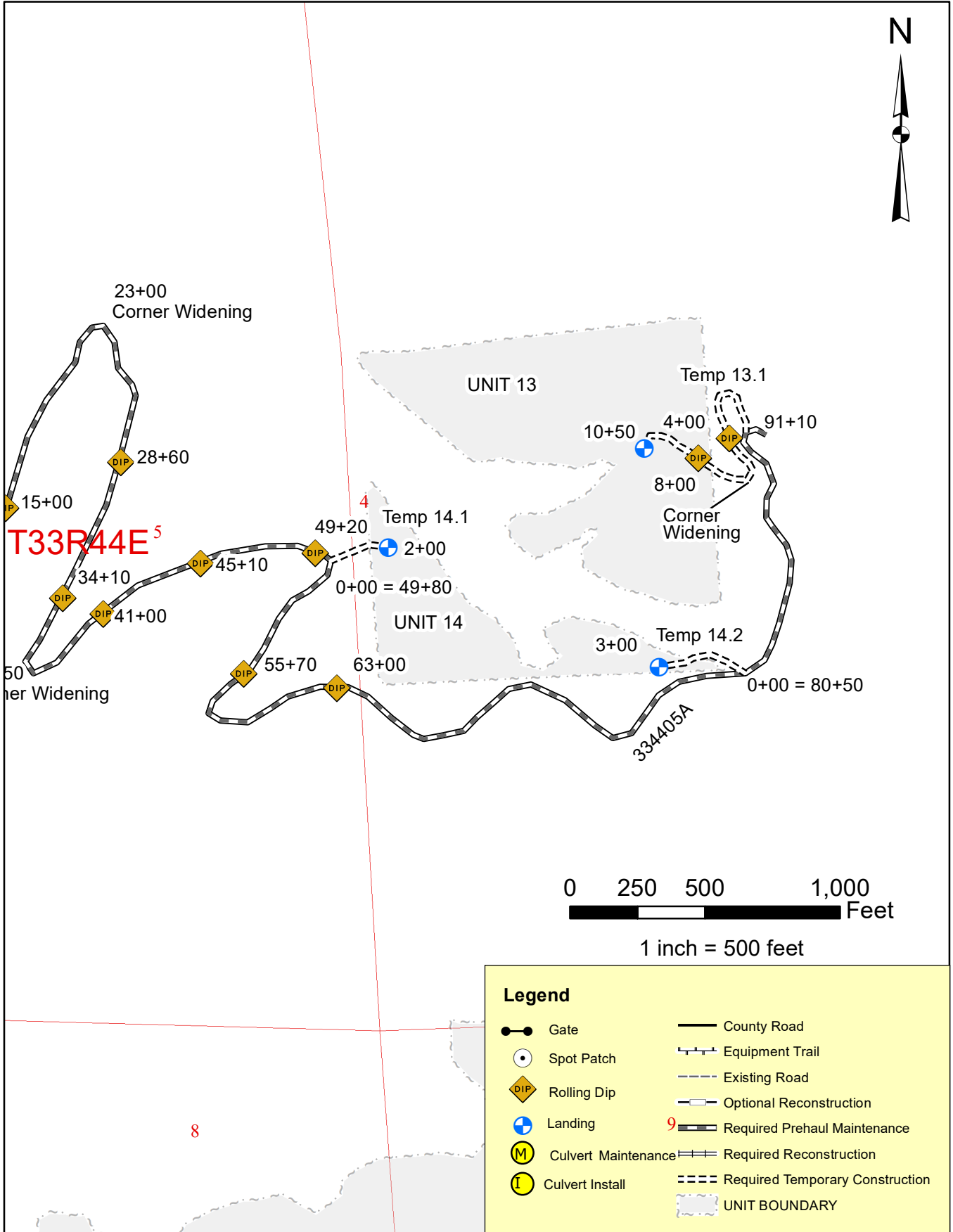
MILL CREEK TIMBER SALE

Map 13 of 17



MILL CREEK TIMBER SALE

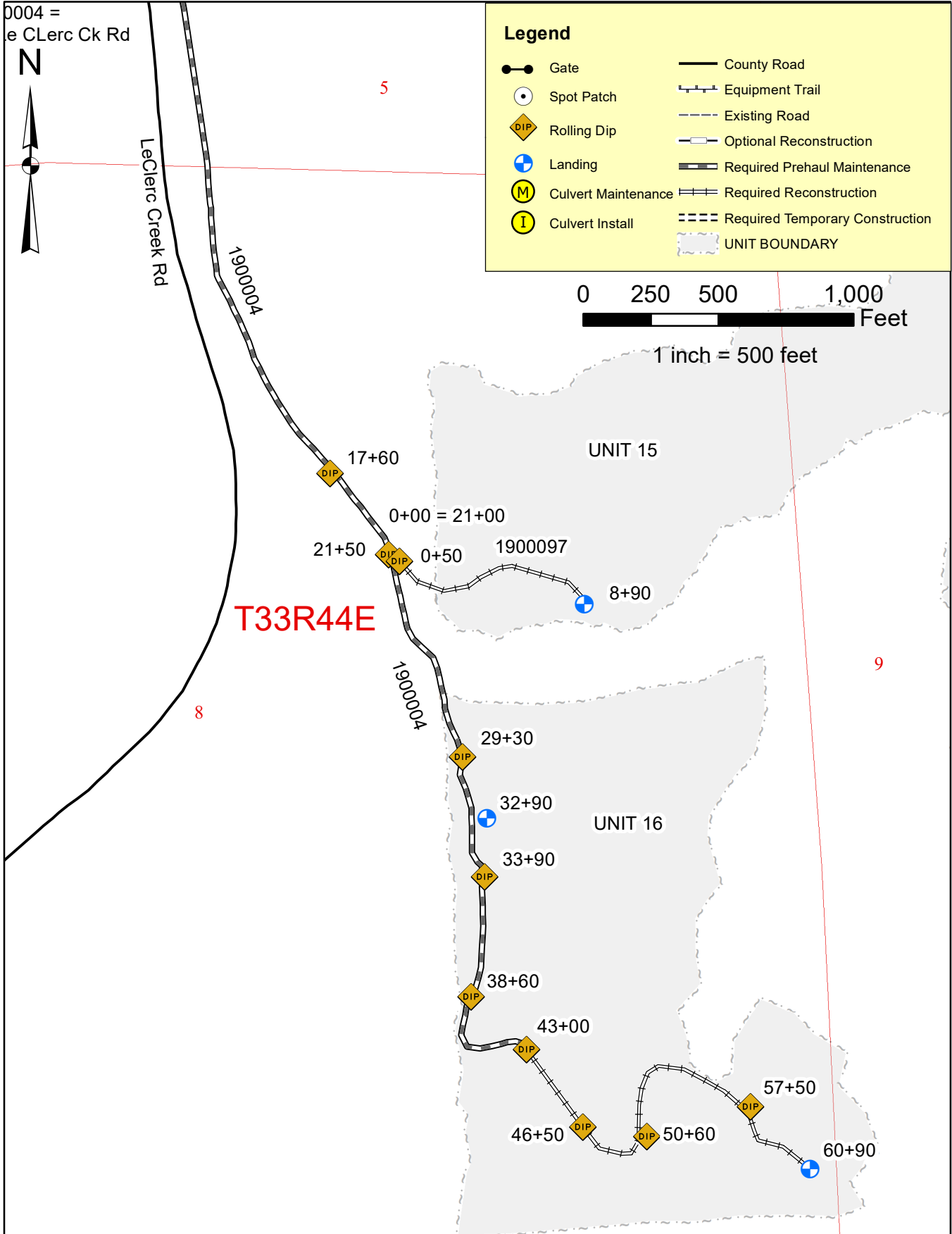
Map 14 of 17



Legend			
	Gate		County Road
	Spot Patch		Equipment Trail
	Rolling Dip		Existing Road
	Landing		Optional Reconstruction
	Culvert Maintenance		Required Prehaul Maintenance
	Culvert Install		Required Reconstruction
			Required Temporary Construction
			UNIT BOUNDARY

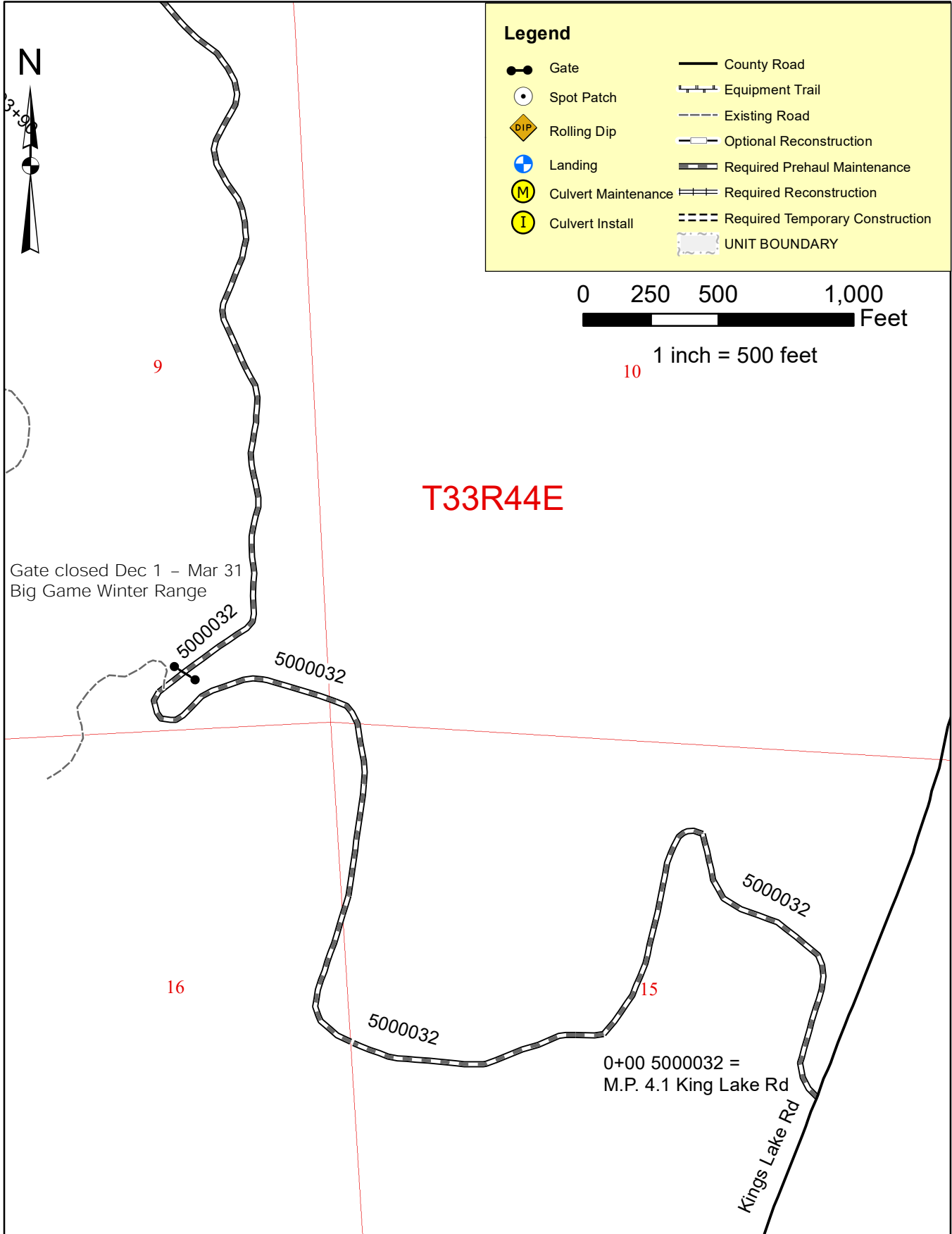
MILL CREEK TIMBER SALE

Map 15 of 17



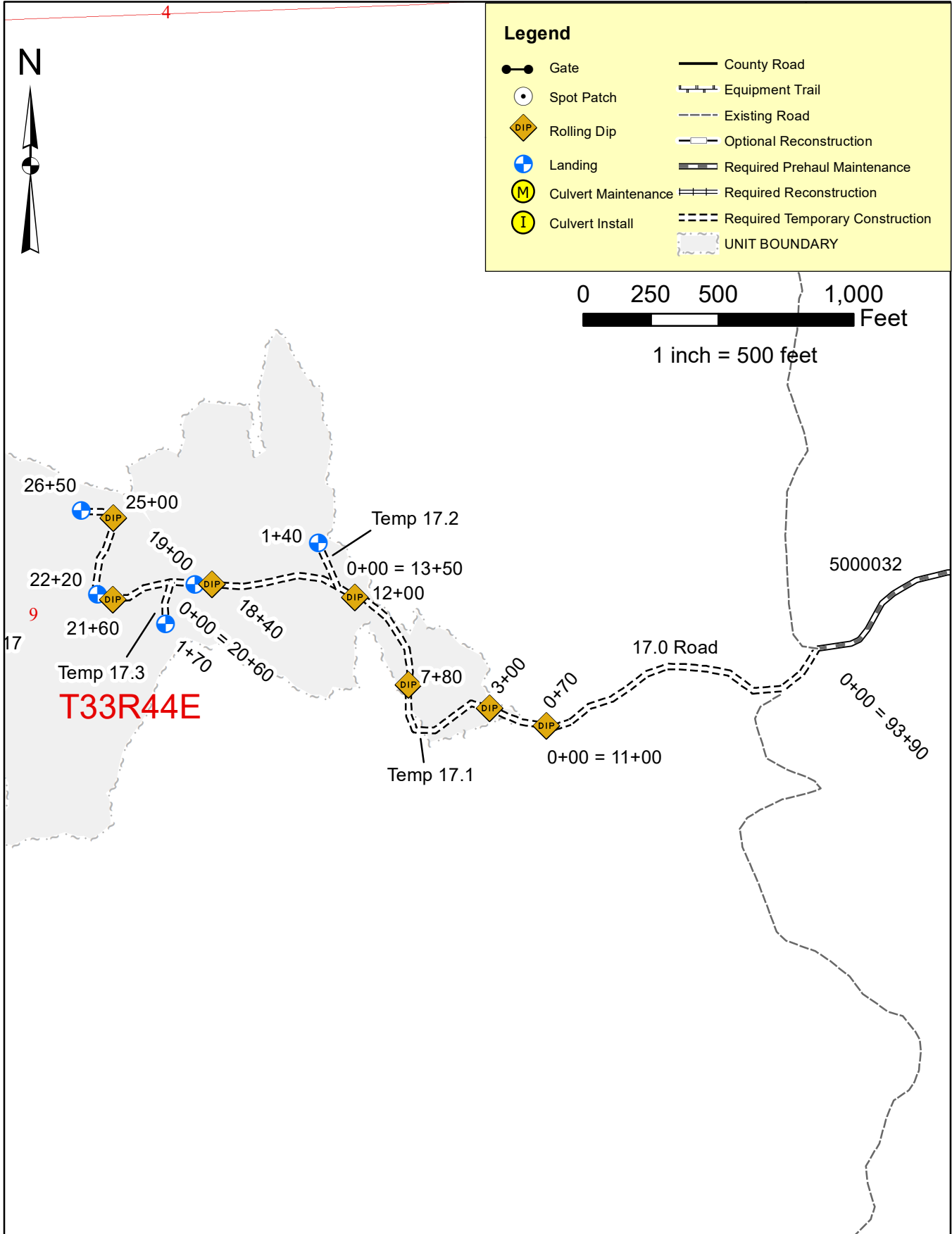
MILL CREEK TIMBER SALE

Map 16 of 17



MILL CREEK TIMBER SALE

Map 17 of 17



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>	<u>Maintenance level</u>
5000032	0+00 – 93+90	Maintenance	2
TEMP 17.0	0+00 – 11+00	Temporary Construction	1
TEMP 17.1	0+00 – 26+50	Temporary Construction	Temporary Road
TEMP 17.2	0+00 – 1+40	Temporary Construction	Temporary Road
TEMP 17.3	0+00 – 1+70	Temporary Construction	Temporary Road
E334405A	0+00 – 91+10	Maintenance	Private Road
TEMP 14.1	0+00 – 2+00	Temporary Construction	Temporary Road
TEMP 14.2	0+00 – 3+00	Temporary Construction	Temporary Road
TEMP 13.1	0+00 – 10+50	Temporary Construction	Temporary Road
1900004	0+00 – 43+00	Maintenance	2
1900004	43+00 – 60+90	Reconstruction	1
1900097	0+00 – 8+90	Reconstruction	1
LOOP CREEK RD	0+00 – 112+30	Maintenance	1 and Private Road
LOOP SPUR A	0+00 – 2+51	Temporary Construction	Temporary Road
LOOP SPUR B	0+00 – 9+50	Temporary Construction	Temporary Road
LOOP SPUR C	0+00 – 13+50	Reconstruction	Private Road
LOOP SPUR C	13+50 – 28+10	Temporary Construction	Temporary Road
MILL CREEK RD	0+00 – 350+10	Maintenance	2
TEMP 5.1	0+00 – 30+10	Temporary Construction	Temporary Road
TEMP 5.1	30+10 – 44+50	Reconstruction	1
TEMP 5.2	0+00 – 8+10	Temporary Construction	Temporary Road
TEMP 5.3	0+00 – 18+70	Temporary Construction	Temporary Road
E354427A	0+00 – 49+00	Reconstruction	Private Road

E354427A	49+00 – 55+50	Temporary Construction	Temporary Road
TEMP 11.1	0+00 – 2+60	Temporary Construction	Temporary Road
1200200	0+00 – 15+00	Maintenance	2
1200205	15+00 – 25+50	Reconstruction	1
E354420A	0+00 – 287+50	Maintenance	2
E354409J	0+00 – 130+20	Maintenance	Private Road
E354415A	0+00 – 5+10	Maintenance	Private Road
E354410A	0+00 – 135+50	Maintenance	Private Road
E354410A	135+50 – 150+80	Temporary Construction	Temporary Road
E354410B	0+00 – 21+70	Maintenance	Private Road
E354410B	21+70 – 30+00	Temporary Construction	Temporary Road
E354410C	0+00 – 25+00	Reconstruction	Private Road
E354410C	25+00 – 29+80	Temporary Construction	Temporary Road
E354411A	0+00 – 15+00	Reconstruction	Private Road
E354411A	15+00 – 19+70	Temporary Construction	Temporary Road
E354411B	0+00 – 8+00	Reconstruction	Private Road
E354411B	8+00 – 28+20	Temporary Construction	Temporary Road

0-4 CONSTRUCTION

<u>Road</u>	<u>Stations</u>	<u>Maintenance level</u>	<u>Requirements</u>
TEMP 17.1	0+00 – 26+50	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Acquisition and application of rock as listed in the ROCK LIST;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST.</p>

TEMP 17.2	0+00 – 1+40	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>
TEMP 17.3	0+00 – 1+70	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>
TEMP 14.1	0+00 – 2+00	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>
TEMP 14.2	0+00 – 3+00	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>

TEMP 13.1	8+00 – 10+50	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVER</p>
LOOP SPUR A	0+00 – 2+51	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>
LOOP SPUR B	0+00 – 9+50	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>

LOOP SPUR C	13+50 – 28+10	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Acquisition and application of rock as listed in the ROCK LIST</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p>
TEMP 5.1	0+00 – 30+10	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p>
TEMP 5.2	0+00 – 8+10	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>

TEMP 5.3	0+00 – 18+70	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p>
E354427A	49+00 – 55+50	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p>
TEMP 11.1	0+00 – 2+60	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>

E354410A	135+50 – 150+80	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Curve widening to 50-foot radius curve at 91+50</p> <p>Compaction according to the COMPACTION LIST.</p>
E354410B	21+70 – 30+00	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>
E354410C	25+00 – 29+80	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p>

E354411A	15+00 – 19+70	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p>
E354411B	8+00 – 28+20	Non-System	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct existing subgrade in accordance to the TYPICAL SECTION SHEET.</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Compaction according to the COMPACTION LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST.</p> <p style="text-align: right;">TOTAL – 183.00 STAs</p>

0-5 RECONSTRUCTION

<u>Road</u>	<u>Stations</u>	<u>Maintenance level</u>	<u>Requirements</u>
TEMP 13.1	0+00 – 8+00	NA	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p> <p>Construct 50-foot radius curve at 5+00</p>
1900004	43+00 – 60+90	1	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p> <p>Maintenance of existing rolling dips</p> <p>Acquisition and application of rock as listed in the ROCK LIST;</p>

1900097	0+00 – 8+90	1	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Maintenance of existing rolling dips</p>
LOOP SPUR B	0+00 – 9+50	NA	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p>
LOOP SPUR C	0+00 – 13+50	NA	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Acquisition and installation of drainage structures as listed in the CULVERT LIST.</p> <p>Construction of drivable dips as according to the DRIVABLE DIP DETAIL as listed in the CULVERT LIST</p> <p>Maintenance of existing rolling dips</p> <p>Acquisition and application of rock as listed in the ROCK LIST;</p>

TEMP 5.1	30+10 – 44+50	1	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Maintenance of existing rolling dips</p>
E354427A	0+00 – 49+00	NA	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Maintenance of existing rolling dips</p>
1200205	15+00 – 25+50	1	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Maintenance of existing rolling dips</p>

E354410C	0+00 – 25+00	NA	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Maintenance of existing rolling dips</p>
E354411A	0+00 – 15+00	NA	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Acquisition and application of rock as listed in the ROCK LIST;</p> <p>Maintenance of existing rolling dips</p>
E354411B	0+00 – 8+00	NA	<p>Clearing, Grubbing, and Right-of-way debris disposal;</p> <p>Reconstruct road in accordance to the TYPICAL SECTION SHEET and Clause 4-3, ROAD GRADE AND ALIGNMENT STANDARDS</p> <p>Create positive drainage using combination of insloping, outsloping, and ditchouts as specified below and as needed or as designated by Contract Administrator.</p> <p>Maintenance of existing rolling dips</p> <p style="text-align: right;">TOTAL – 179.70 STAs</p>

0-6 PRE-HAUL MAINTENANCE

<u>Road</u>	<u>Stations</u>	<u>Maintenance level</u>	<u>Requirements</u>
5000032	0+00 – 93+90	2	Maintenance grading and compacting according to the COMPACTION LIST. Maintenance of existing rolling dips.
TEMP 17.0	0+00 – 11+00	1	Maintenance grading and compacting according to the COMPACTION LIST. Maintenance of existing rolling dips.
E334405A	0+00 – 91+10	NA	Maintenance grading and compacting according to the COMPACTION LIST. Brush road from station 0+00 to 91+10 in accordance to BRUSHING DETAIL. Maintenance of existing rolling dips. Construct 50-foot radius curve at 23+00 and 37+50.
1900004	0+00 – 43+00	2	Maintenance grading and compacting according to the COMPACTION LIST. Brush road from station 0+00 to 43+00 in accordance to BRUSHING DETAIL. Maintenance of existing rolling dips.
LOOP CREEK RD	0+00 – 112+30	NA	Maintenance grading and compacting according to the COMPACTION LIST. Brush road from station 72+00 to 112+30 in accordance to BRUSHING DETAIL. Maintenance of existing rolling dips.

MILL CREEK RD	0+00 – 350+10	NA	Maintenance grading and compacting according to the COMPACTION LIST. Maintenance of existing rolling dips.
1200200	0+00 – 15+00	2	Maintenance grading and compacting according to the COMPACTION LIST. Brush road from station 0+00 to 15+00 in accordance to BRUSHING DETAIL. Maintenance of existing culvert Maintenance of existing rolling dips.
E354420A	0+00 – 287+50	1	Maintenance grading and compacting according to the COMPACTION LIST. Maintenance of existing rolling dips.
E354409J	0+00 – 130+20	NA	Maintenance grading and compacting according to the COMPACTION LIST. Brush road from station 0+00 to 130+20 in accordance to BRUSHING DETAIL. Maintenance of existing rolling dips.
E354415A	0+00 – 5+10	NA	Maintenance grading and compacting according to the COMPACTION LIST. Maintenance of existing rolling dips.
E354410A	0+00 – 135+50	NA	Maintenance grading and compacting according to the COMPACTION LIST. Brush road from station 0+00to 135+50 in accordance to BRUSHING DETAIL. Maintenance of existing rolling dips. Acquisition and application of rock as listed in the ROCK LIST;

E354410B	0+00 – 21+70	NA	Maintenance grading and compacting according to the COMPACTION LIST. Brush road from station 0+00to 21+70 in accordance to BRUSHING DETAIL. Maintenance of existing rolling dips. TOTAL – 1296.40 STAs
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0-7 POST-HAUL MAINTENANCE

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

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 or design data (plan, profile, and cross-sections).

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

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.

1-10 WSDOT STANDARD SPECIFICATION REFERENCE

References in this road plan to "WSDOT Standard Specifications" mean the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction 2012 (M41-10).

1-15 ROAD MARKING

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

- Orange flags for centerline and points of interest
- Orange and blue flags for drainage control structures

1-20 COMPLETE BY DATE

Purchaser shall complete road work before the start of timber haul.

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

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

1-23 ROAD WORK PHASE APPROVAL

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

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

1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator. Restrictions for hauling forest products are specified in Contract Clause H-130 HAULING SCHEDULE.

<u>Road</u>	<u>Activity</u>	<u>Closure Period</u>
E354420A	ALL	Goshawk Habitat Timing Restrictions March 1 st – Aug 31 th
Loop Creek Rd, Loop Spur A	ALL	Bald Eagle Timing Restriction Jan 1 st – Aug 15 th
ALL	ALL	Memorial Day weekend, 4 th of July weekend (at minimum July 3 rd - 5 th), and Labor Day weekend.
ALL	Construction, Reconstruction, and Decommissioning	October 31 st to June 15 th . (Waivable by CA)
ALL	Live water culvert installs and replacements	October 1 st to June 30 th .

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, Purchaser shall provide a maintenance plan to include further protection of federal resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

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

- Wheel track rutting exceeds 2 inches MAINTENANCE CLASS 2 roads, State, Private, and County roads.
- Wheel track rutting exceeds 6 inches on MAINTENANCE CLASS 1 roads and Temporary roads.
- 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 may be allowed on the following roads, after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
Loop Creek Rd	0+00 – 112+30
Mill Creek Rd	0+00 – 350+00
E334405A	0+00 – 91+10
1900004	0+00 – 60+60
E354420A	0+00 – 287+50
E354409J	0+00 – 130+20
E354415A	0+00 – 5+10
E354410A	0+00 – 135+50

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

Purchaser shall acquire Road Approach Permits from Pend Oreille County for all constructed roads or landings connecting to LeClerc Creek Rd.

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

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

1-41 REQUIREMENTS FOR COUNTY ROAD APPROACHES

Requirements for County road approaches:

Requirements for the Pend Oreille County road approaches:

Purchaser shall build up approaches to allow a smooth grade transition between all Roads and Landings. The surface of all Road approaches must slope down from the edge of LeClerc Creek Rd at the rate of 0.24 to 0.48 inches per foot for a distance of 6 feet, unless otherwise shown in the approach permit.

1-43 ROAD WORK AROUND UTILITIES

It is the Purchaser's responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

Purchaser shall use a grader to shape the existing surface before timber haul. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

2-6 CLEANING CULVERTS

Purchaser shall clean the inlets and outlets of existing culverts all before timber haul.

2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before Timber Haul and must be done in accordance with the TYPICAL SECTION SHEET. Pulling ditch material across the road or mixing in with the road surface is not allowed.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by 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>
1900004	0+00 – 43+00
E334405A	0+00 – 91+10
LOOP CREEK RD	0+00 – 62+30
1200200	0+00 – 15+00
E354409J	0+00 – 130+20
E354410A	0+00 – 135+50
E354410B	0+00 – 21+70
	TOTAL – 498.80 STAs

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

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

3-8 PROHIBITED DECKING AREAS

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

- Within 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 and within waste and debris areas. Purchaser shall also remove stumps with undercut roots outside the grubbing limits.

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, except by burning, before timber haul.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

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

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

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

3-30 EXCLUSION OF DOZER BLADES

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

3-31 PILING AND SCATTERING

Right-of-way debris shall be scattered unless debris amounts are significant enough to produce piles a minimum of 4' tall by 6' wide. Debris piles shall be made to be burnable, clean, tight, and free of rock or soil. Piles shall be made no closer than 20 feet from standing timber, and no higher than 10 feet. Debris piles shall be placed within cleared right-of-way, or in natural openings, as designated by the Contract Administrator. Placement of debris piles outside of the right-of-way limits is subject to the written approval of the Contract Administrator.

SECTION 4 – EXCAVATION

4-2 PIONEERING

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

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations shall 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:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 20 percent favorable and 15 percent adverse.
- Minimum curve radius is 50 feet at centerline.
- Maximum grade change for sag vertical curves is 12% in 100 feet.
- Maximum grade change for crest vertical curves is 10% in 100 feet.

4-4 SWITCHBACK STANDARDS

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

Purchaser shall follow these standards for switchbacks:

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

4-5 CUT SLOPE RATIO

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

<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.

4-21 TURNOUTS

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

4-22 TURNAROUNDS

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

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Purchaser shall construct and 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, rolling dips, or ditchouts.

4-29 DITCHOUTS

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

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material shall be haul to a waste area designated by the contract administrator.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Purchaser shall not deposit waste material in the following areas:

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

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. A plate compactor must be used for areas specifically requiring keyed embankment construction and for embankment and waste area segments too narrow to accommodate equipment. 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 timber haul.

4-63 EXISTING SURFACE COMPACTION

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

SECTION 5 – DRAINAGE

5-5 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 MATERIALS LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts may be new or used material and must meet the specifications in Clauses 10-15 through 10-24. Culvert placement shall precede embankment construction.

5-6 CULVERT TYPE

Purchaser shall install culverts made of steel in accordance with Clauses 10-15 through 10-24.

5-7 USED CULVERT MATERIAL

Culverts on Temporary Roads may utilize used culverts, purchaser shall obtain approval from the Contract Administrator for the quality of the used culverts before installation.

5-12 UNUSED MATERIALS STATE SERVICE PROPERTY

On required roads, any materials listed on the MATERIALS LIST and materials listed in Clause 5-13 CONTINGENCY CULVERTS that are not installed will become the property of the STATE. Purchaser shall stockpile materials at a location approved by the Contract Administrator.

5-13 CONTINGENCY CULVERTS

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

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	6 - 18" x 30' CMPs 3 - 18" bands including hardware Stage at location approved by Contract Administrator

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures". Culverts must be installed in a manner consistent with the manufacturer's recommendations. Precautions will be taken to ensure no sediment is delivered to live water.

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. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

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 with backslopes consistent with Clause 4-5 CUT SLOPE RATIO.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

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

5-27 ARMORING FOR CULVERTS

Purchaser shall place riprap in conjunction with construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the MATERIALS LIST or as directed by the Contract Administrator. Rock shall not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed.

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct and reconstruct rolling dips in accordance with the DRIVABLE DIP DETAIL as needed or as designated by Contract Administrator. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition. Minimum frequency of rolling dips shall be at a maximum spacing of 400 feet horizontal or one for every 10 feet of vertical change unless waived by Contract Administrator.

5-33 NATIVE SURFACE ROADS

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

SECTION 6 – ROCK AND SURFACING

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the TYPICAL SECTION SHEET may be obtained from the listed commercial source at the Purchaser's expense. Any alternative rock sources other than those listed below must be USFS weed free certified and are subject to written approval by the Contract Administrator before their use. The following rock source(s) are approved and meet USFS weed free certification:

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Grandview Pit	Metaline Falls, WA	1-1/4-INCH CRUSHED
Dawson Pit	Ione, WA	
Maupin Pit	Ione, WA	2-INCH CRUSHED

6-23 ROCK GRADATION TYPES

Purchaser shall provide rock in accordance with the types and amounts listed in the TYPICAL SECTION SHEET. Rock must meet the following specifications for gradation and uniform quality. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

6-28 1 ¼-INCH MINUS CRUSHED ROCK

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

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

6-30 2-INCH MINUS CRUSHED ROCK

% Passing 2" square sieve	100%
% Passing 1" square sieve	55 - 75%
% Passing U.S. #4 sieve	20 - 45%

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

6-56 ROCK MEASUREMENT BY TRUCK VOLUME

Measurement of spot rock is on a cubic yard truck measure basis. The Contract Administrator will measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. Purchaser shall maintain load tally sheets for each truck as shown in ROCK ACCOUNTABILITY DETAIL and shall give them to the Contract Administrator on a weekly basis during rocking operations.

6-70 APPROVAL BEFORE ROCK APPLICATION

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

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

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

6-76 DRY WEATHER ROCK COMPACTION

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

6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement as directed by the Contract Administrator. Draft hoses shall be equipped with adequate screens.

SECTION 7 – STRUCTURES

7-1 SIGN INSTALLATION

Purchaser shall install, and maintain the following road signs. Signs must comply with the Federal Highway Administration’s Manual on Uniform Traffic Control Devices.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
Mill Creek Rd	0+00	Logging Operations Ahead (or similar)
334405A	0+00	
Loop Creek Rd	0+00	
1900004	0+00	
E354420A	0+00	
5000032	0+00	

7-57 CULVERT SHAPE CONTROL

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

SECTION 8 – EROSION CONTROL

8-1 SEDIMENT CONTROL STRUCTURES

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

8-2 PROTECTION FOR EXPOSED SOIL

Purchaser shall provide and evenly spread a 4-inch layer of certified weed free straw to all exposed soils within 50 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

8-16 REVEGETATION SUPPLY

The Purchaser shall provide 750 pounds of weed free grass seed to a location designated by the Contract Administrator.

Seed provided shall meet the following specifications:

31% Bluebunch Wheatgrass; 23% Blue Wildrye; 23% Mountain Brome; and 23% Idaho Fescue. Seed shall be certified weed seed free and premixed in 50-pound bags.

SECTION 9 – POST-HAUL ROAD WORK

9-3 CULVERT MATERIAL REMOVED FROM FEDERAL LAND

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

9-5 POST-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Maintenance level</u>	<u>Requirements</u>
5000032	0+00 – 93+90	2	Grade and shape. Apply Spot rock as listed in the ROCK LIST.
1900004	0+00 – 60+90	2/1	
E334405A	0+00 – 91+10	Private Road	
Loop Creek Road	0+00 – 112+30	2	
Mill Creek Road	0+00 – 350+00	Private Road	
E354427A	0+00 – 55+00	Private Road	
E354420A	0+00 – 287+50	1	
E354409J	0+00 – 130+20	Private Road	
E354415A	0+00 – 5+10	Private Road	
E354410A	0+00 – 150+80	Private Road	
E354410B	0+00 – 30+00	Private Road	
TOTAL – 1366+80 STAs			

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

SECTION 10 MATERIALS

10-15 CORRUGATED STEEL CULVERT

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

10-21 METAL BAND

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

10-24 GAUGE AND CORRUGATION

Metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

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

SECTION 11 SPECIAL NOTES

11-2 NOXIOUS WEED CONTROL

Purchaser shall thoroughly pressure wash all equipment prior to entry onto U.S. Forest Service land, or before moving equipment between infested sites, to remove all contaminated soils, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. The Contract Administrator reserves the right to also require the cleaning of equipment as required by this clause in cases where equipment is being moved onto non-federal lands.

Purchaser shall notify the Contract Administrator in advance of moving all off-road construction equipment onto U.S. Forest Service lands. Notification will include a location approved by the Contract Administrator where the equipment will be cleaned by the Purchaser, and made available for inspection by the Contract Administrator at a time agreed by the Parties. Only logging and construction equipment cleaned as required under this clause, and inspected by the Contract Administrator (or designee), will be allowed to operate on Federal lands within the sale area. All subsequent move-ins of equipment to the sale area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all construction machinery, except for dump trucks, pickup trucks or vehicles used to transport personnel on a daily basis.

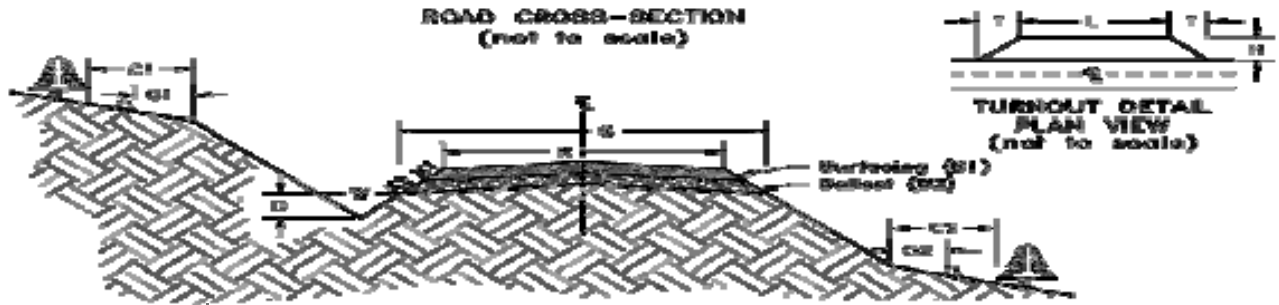
COMPACTION LIST

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Road Name	Stations		Type	Max. Depth per Lift (in.)	Equipment Type	Equipment Weight (pounds)	Minimum # of Passes	Maximum Operating Speed
	From	To						
All	-	-	Maintenance grading	-	Vibratory Smooth Drum	12000	3 Low Freq. Vibe on	3
All	-	-	Subgrade	-	Excavator	30000	-	3
All	-	-	Embankment	12	Excavator	30000	-	3
All	-	-	Fill	24	Excavator	30000	-	3
All	-	-	Rock	6	Excavator	30000	-	3
All	-	-	Waste Area	24	Excavator	30000	-	-

ROCK LIST

Page 1



Rock Sources
C – Commercial

93+90
0

L = 50'

T = 25'

H = 12'

	Stations		Compacted Depth (in) B1	C. Y./ Sta	Number of Stations	C.Y. Needed	Rock Source
	From	To					
Temp 17.3	0+00	1+30					
Spot Rock As Directed by CA			4		1.30	50.0	C
Temp 13.1	0+00	10+50					
Spot Rock As Directed by CA			4		3.00	40.0	C
E354411A	0+00	47+60					
Spot Rock As Directed by CA	0+00	47+60	4			50.0	C
Loop Spur A	0+00	2+51					
Approach Fill			4		20	30.0	C
Loop Spur C	0+00	28+10					
Temp pipe Install	2+00					20.0	C
Temp pipe Install	11+50					20.0	C
Spot Rock As Directed by CA					28.10	10.0	C
E354410A	0+00	150+80					
Spot Rock As Directed by CA	0+00	150+80	4		150.80	50.0	C
Contingency Culverts Pipe install as Directed by CA						120	

REQUIRED 1.25 or 2.0-INCH MINUS ROCK TOTAL 390 CUBIC YARDS

CULVERT LIST

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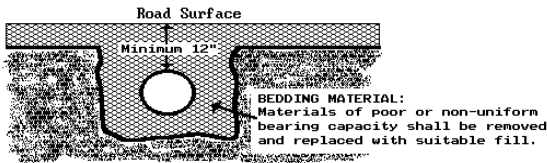
Road	Location	Culvert		Length (feet)		Energy Dissapater (CY)				Backfill Material			Remarks
		Diameter (in.)	Gauge	Culvert	Flume	Inlet	Outlet	Type	Source	Type	Volume (CY)	Source	
Loop Spur C	2+00	18	16	30						SL	20		Cross Drain
	11+50	18	16	30						SL	20		Cross Drain
Contingency Pipes (x6)	TBD	18	16	30						SL	120		Cross Drain + Bands and Hardware

Culvert Totals

Type	Length (ft)
18-INCH CMP	240
24-INCH CMP	0

*

CULVERT BACKFILL AND BASE PREPARATION
(For culverts less than 36")

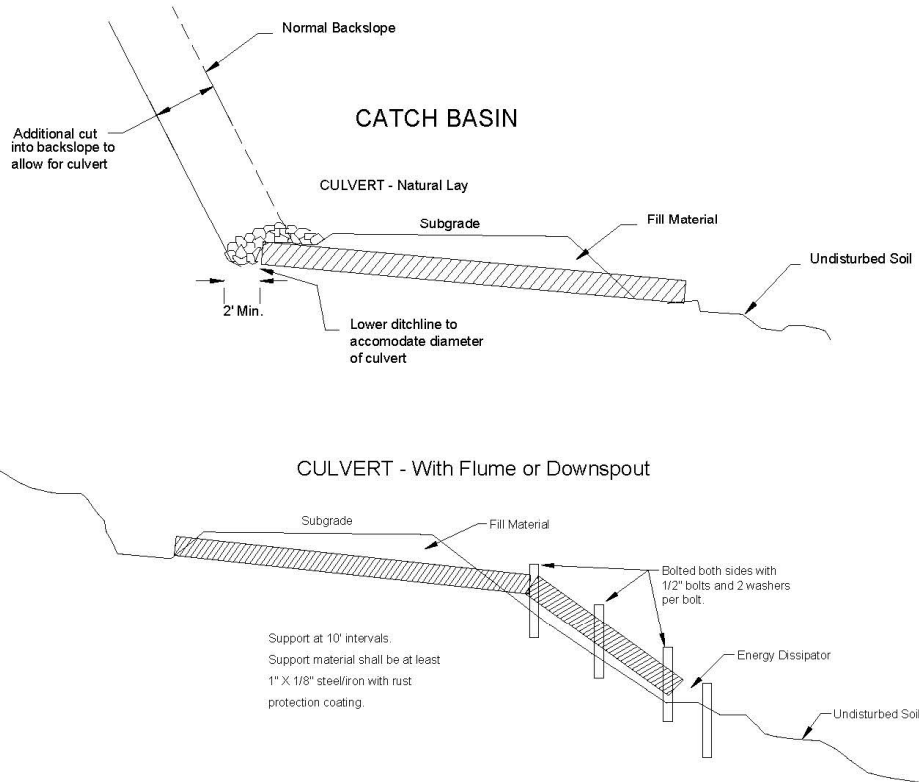


Key:

- SR - Shot Rock
- NT - Native (bank run)
- SL - Select Fill
- HLRR - Heavy Loose Rip Rap
- LLRR - Light Loose Rip Rap
- Flume - Half round pipe
- Downspout - Full round pipe
- DOL-
- DOR-

CULVERT AND DRAINAGE SPECIFICATION DETAIL

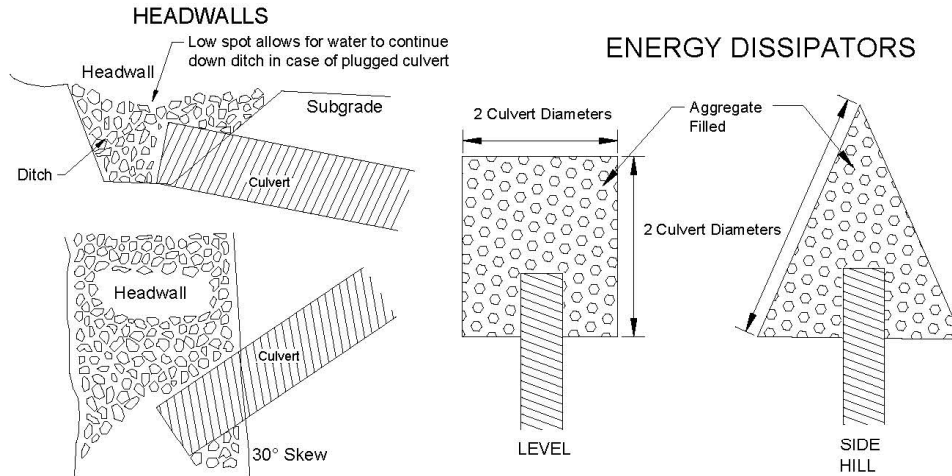
(Page 1 of 3)



CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 3)

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



Headwalls to be constructed of material that will resist erosion.

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

CULVERT AND DRAINAGE SPECIFICATION DETAIL

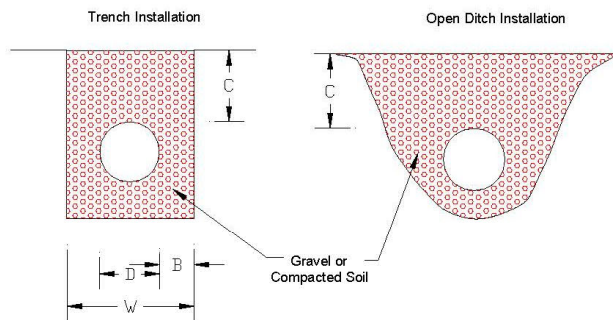
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Corrugated Metal Pipe Installation

INSTALLATION REQUIREMENTS:

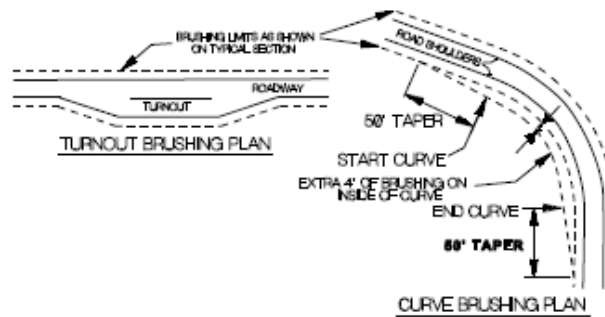
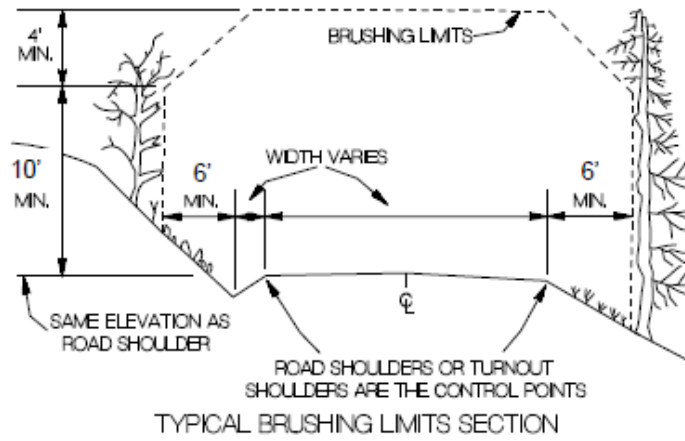
1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
2. The corrugated pipe shall be laid on grade, on a layer of bedding material 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. Site conditions and availability of bedding materials often dictate the type of installation method used.
4. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% is required. This minimum compaction can be achieved by either hand or mechanical tamping.

MINIMUM DIMENSIONS
Trench or Open Ditch Installation



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

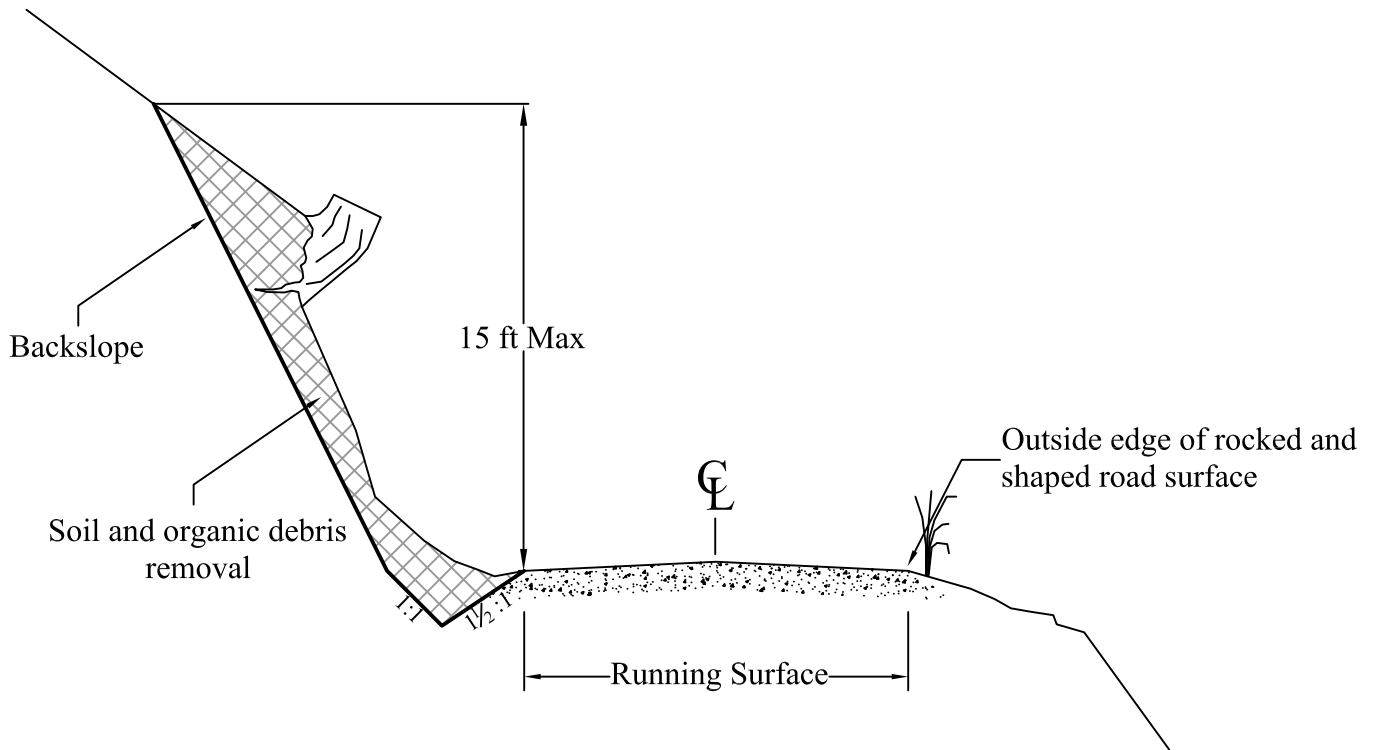
BRUSHING DETAIL



1. All vegetation within the brushing limits shall be cut to within 3 inches of the ground, unless otherwise directed by the Contract Administrator
2. All brush, trees, limbs, etc. shall be removed from the road surface, cut banks, culvert inlets/outlets, and ditch lines
3. All debris that may roll or move into the ditch line shall be removed and placed in a stable location

Ditch Cleaning Detail

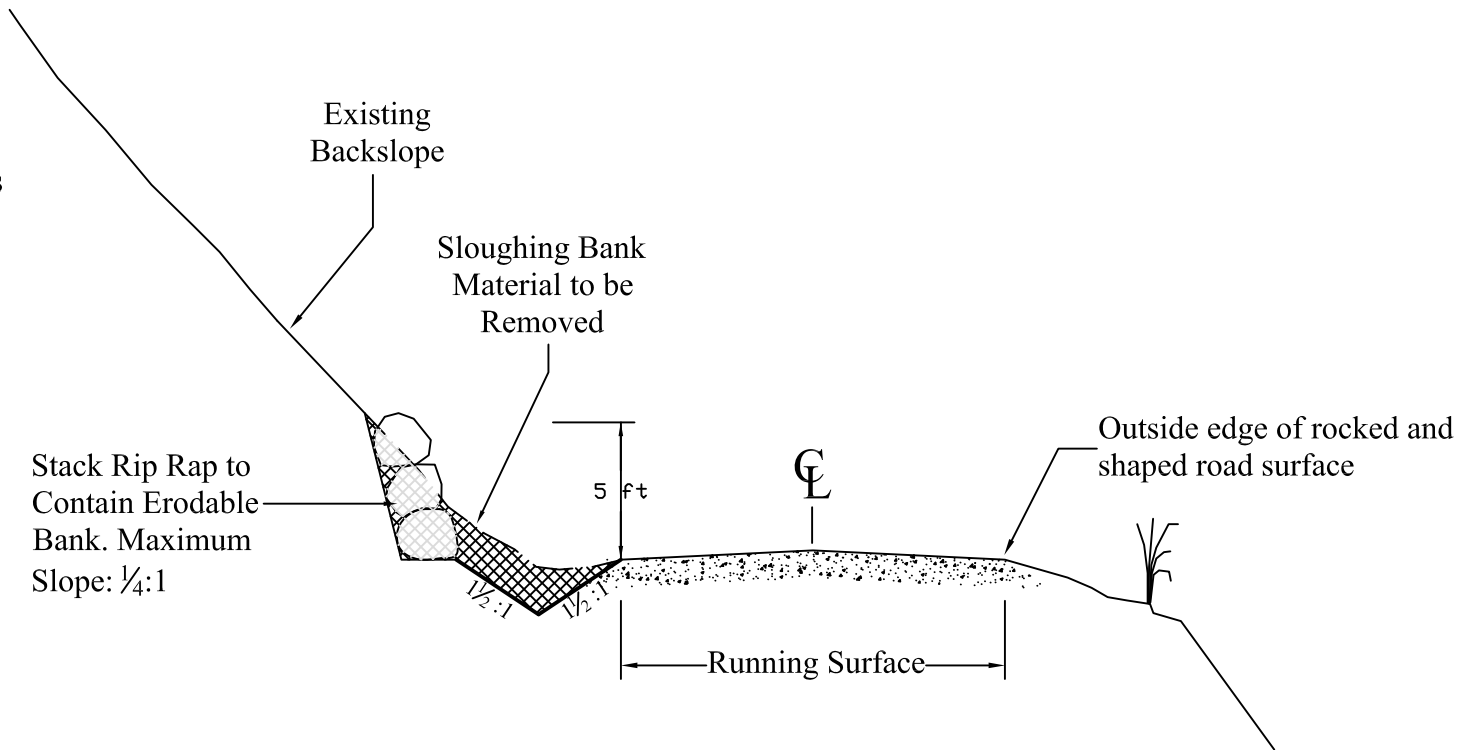
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1. The backslope shall be no steeper than $1/2:1$, unless the material is hardpan or solid rock, in which case it may be $1/4:1$.
2. If there is sufficient width for the ditch without affecting the cut bank, than removing bank material is not required.
3. Bank material above the ditch shall be removed to a maximum height of 15 feet, if needed to meet the requirements of this detail.
4. If there is insufficient width to clean or construct a ditch without disturbing more than 15 vertical feet of bank, the Contract Administrator may authorize changes to this plan in order to still meet the intent of having a ditch, while staying within the excavation limits already set.
5. Ditch cleaning or construction shall not shrink the running surface of the road.

Ditch Cleaning Detail

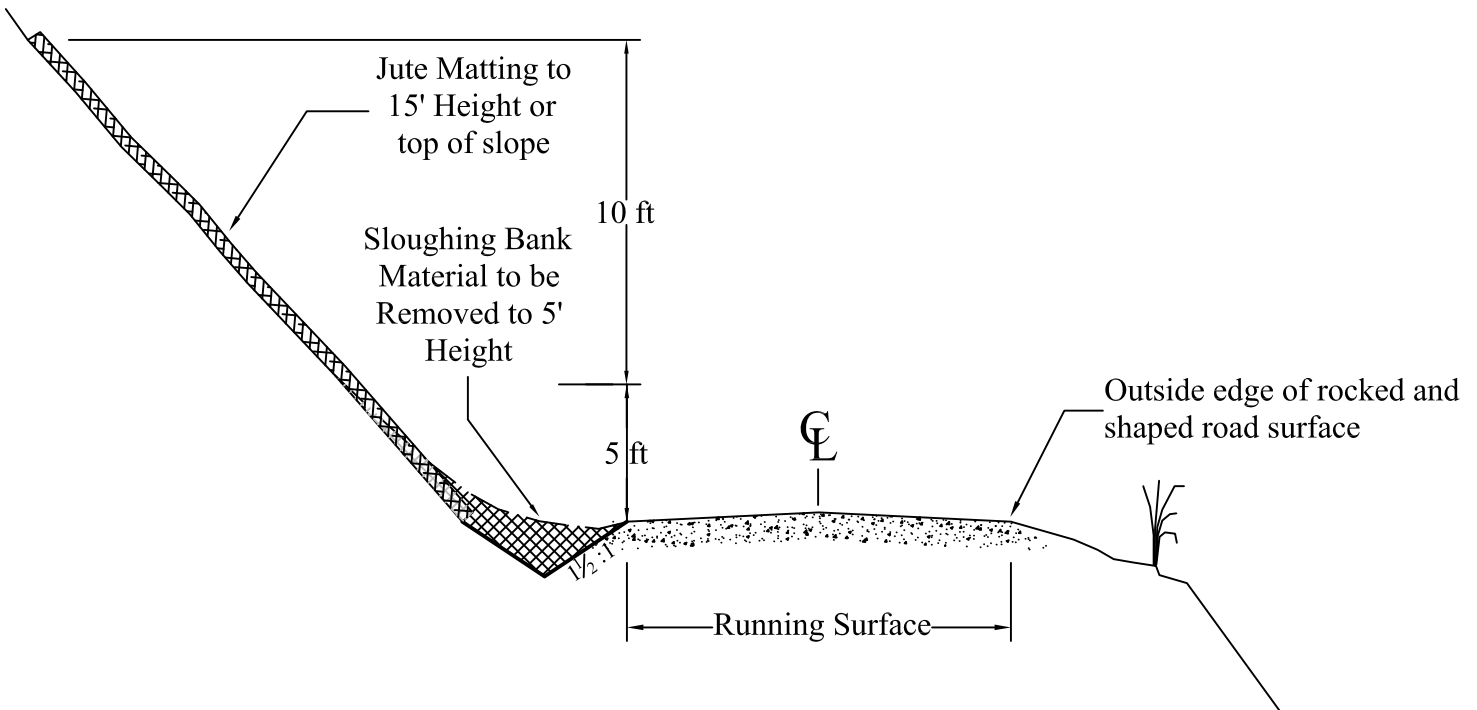
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1. The ditch and cut bank shall be cleaned of excess soils and organic debris. Ditch depth shall be 2 feet from the edge of the running surface.
2. Additional material from the bank shall be removed to allow stacking of Rip Rap as shown.
3. Minimum height of Rip Rap above edge of road shall be 5 feet.
4. All waste materials shall be end-hauled. Grass seed in accordance with Road Plan clause 8-16
5. Ditch cleaning or construction shall not shrink the running surface of the road.

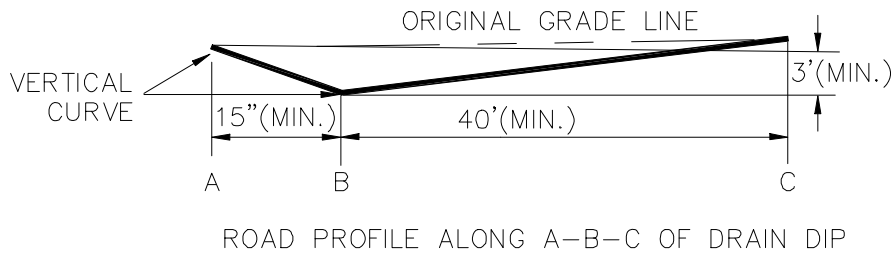
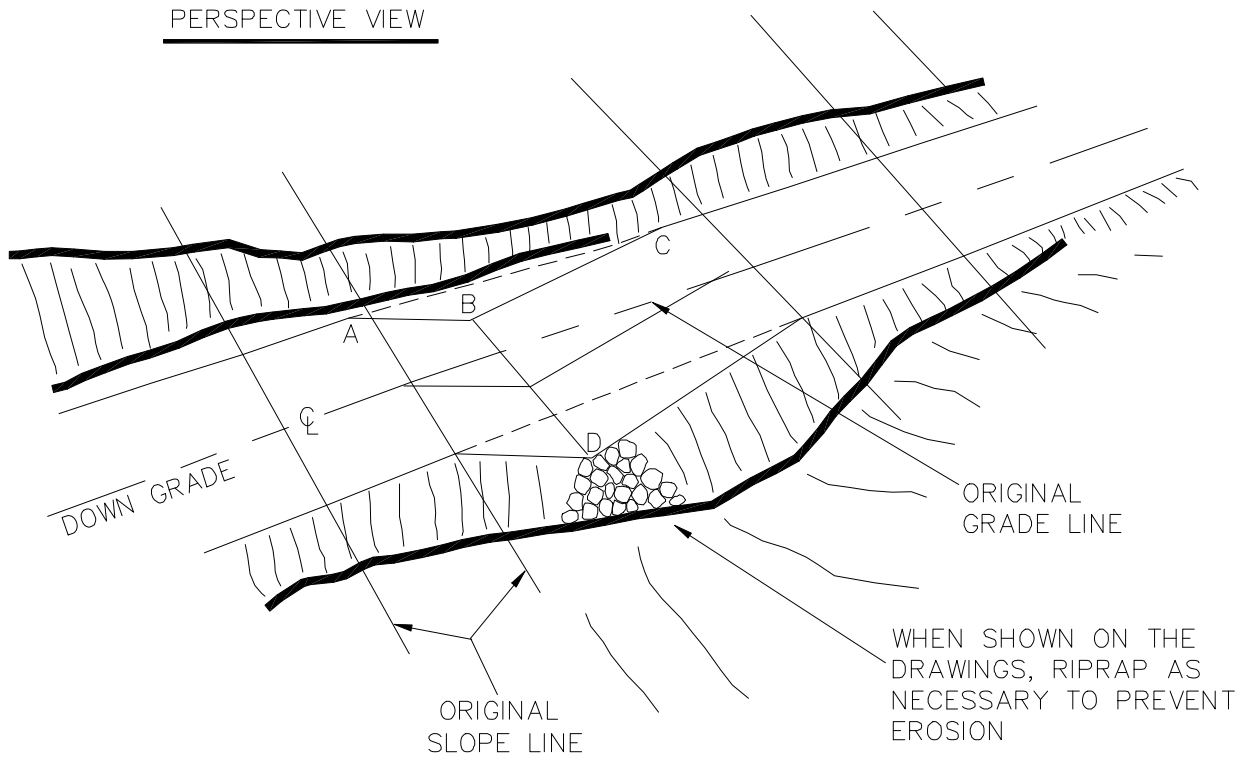
DITCH CLEANING DETAIL

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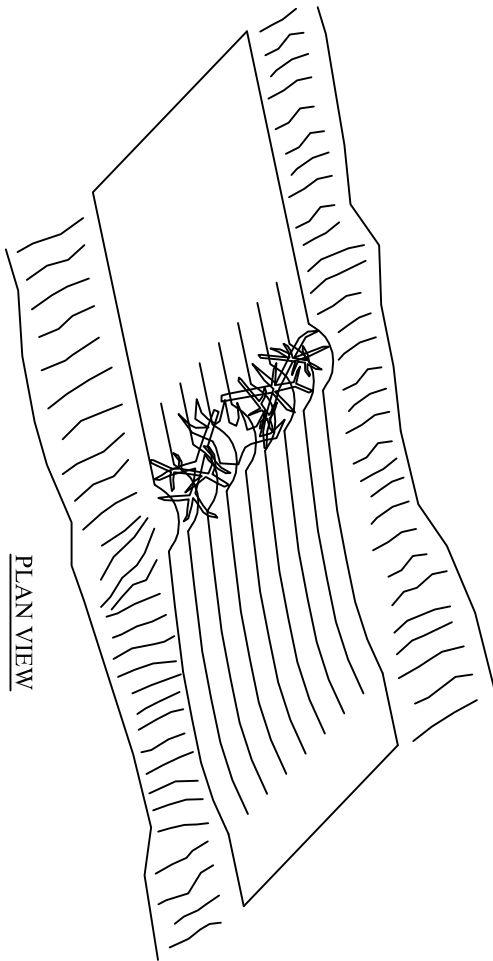
1. The ditch and cut bank shall be cleaned of excess soils and organic debris. Ditch depth shall be 2 feet from the edge of the running surface.
2. The ditch and cut bank shall be cleaned to a height of 5 feet above the edge of the running surface.
3. Erosion control matting shall be installed on the cut slope above the ditch to a height of 15 feet above the edge of the running surface, or the top of the slope, whichever is higher. At the discretion of the Contract Administrator, erosion control matting may not be required where the cut slope is already heavily vegetated.
4. All waste materials shall be end-hauled. Grass seed in accordance with Road Plan clause 8-16
5. Ditch cleaning or construction shall not shrink the running surface of the road.

DRIVABLE DIP DETAIL

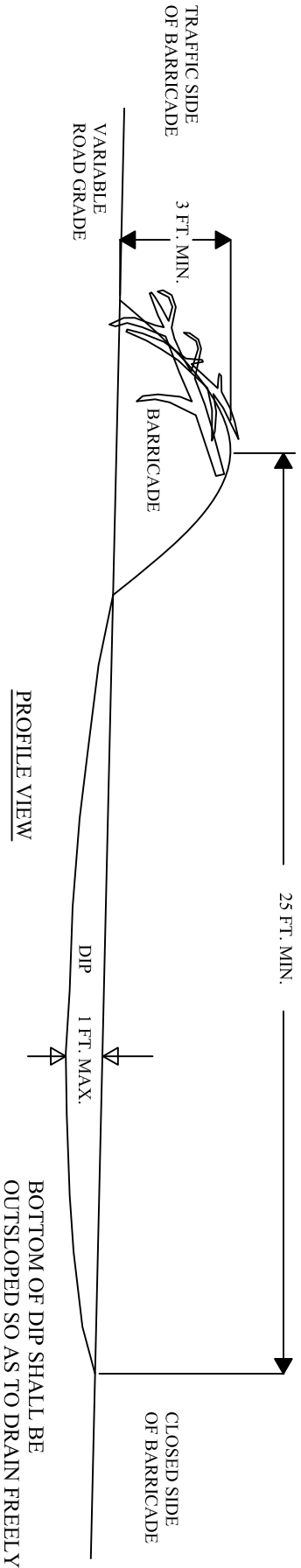


- Notes:
- 1) Plan shown is for outsloped dip. Dips may be either insloped or outsloped.
 - 2) When insloped, dips shall discharge into a culvert, drop inlet, or ditch out.
 - 3) The minimum cross grade from "B" to "D" shall be 6%.
 - 4) Skew line B-D to fit low point in draw if located in natural drain.
 - 5) Preferred construction is to excavate entire dip. If embankment is used, it shall be rock.

EARTHEN BARRICADE DETAIL



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



FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Page 1 of 2

Cuts and Fills

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

Surface

- Grade and shape the road surface, turnouts, and shoulders to the original shape as directed, to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms 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 drivable 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 dissipators at culvert outlets with non-erodible material or rock.
- Keep ditches and culverts 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.

Structures

- Repair culverts, bridges, gates, fences, cattle guards, signs, and other road structures as required because of purchaser use.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Preventative Maintenance

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

Termination of Use or End of Season

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

Debris

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

