

TIMBER NOTICE OF SALE

TIMBER EXCISE

TAX:

Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2 %. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.

Use the following rates for estimating taxable stumpage:

Harvest Cost = \$0.00 per MBF for sorts 1, 2, 3, 4 and 5 and \$15.00 per Ton for sort 6.

Hauling Services Payment Rate per Ton
= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

Base Rate = \$2.35 per ton

Mileage Rate = (($\$0.16 \times C$ miles) + ($\$0.11 \times A$ miles)) x Fuel Index Factor

ARRF = \$0.00 per MBF for sort 6 and \$26.75 per MBF for sorts 1, 2, 3, 4 and 5.

Note: To calculate AARF rates per ton use the tons\mbf conversion factor in the table above.

CONFIRMATION:

Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

SPECIAL REMARKS:

The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

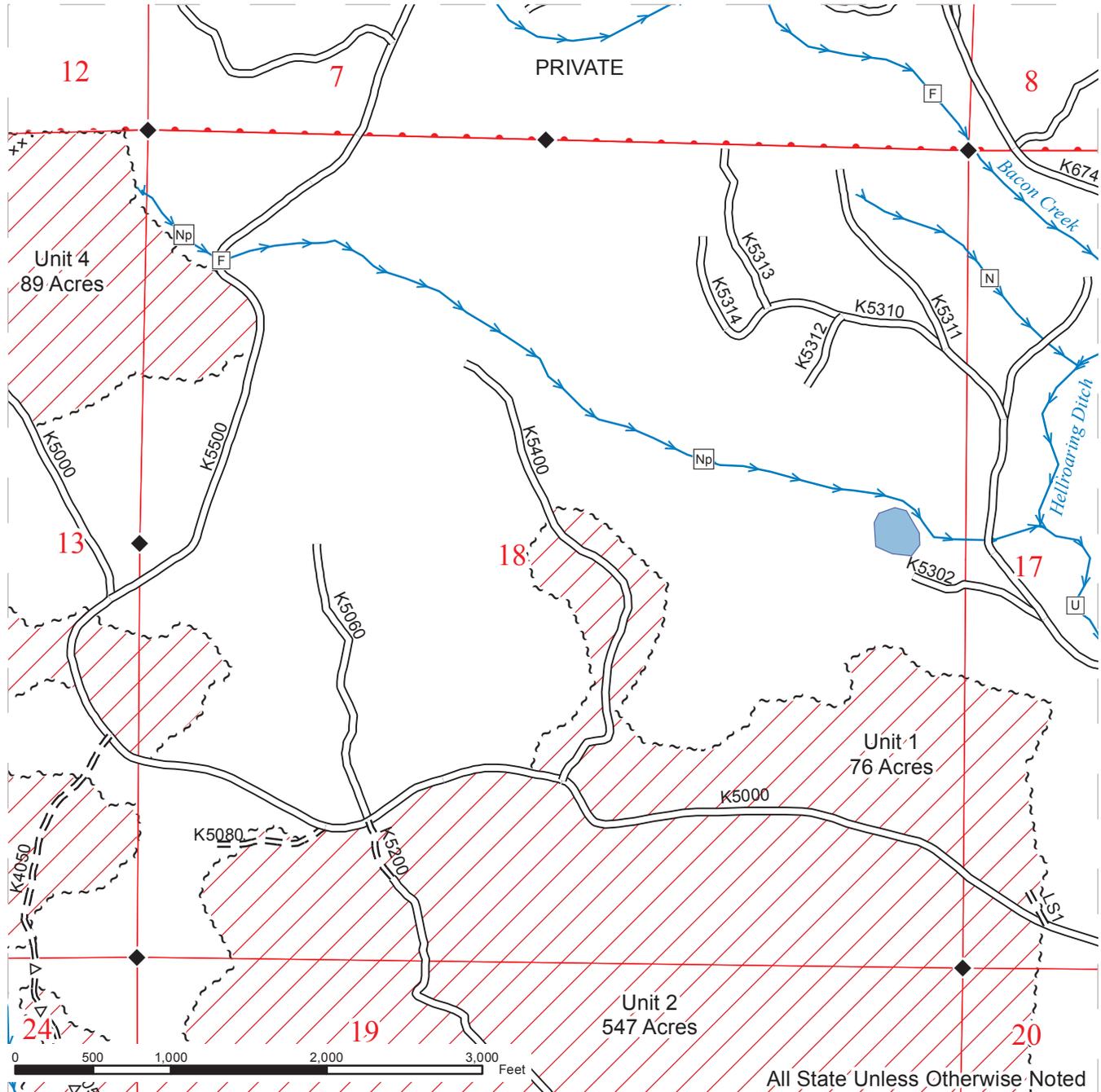
Sorts 4 and 5 Whitewood (WW) is primary grand fir, but will include some lodgepole pine, Engelmann Spruce, etc. All volume shown is based on Westside Scaling Rules.

For more information regarding this log sort sale visit our web site: <http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets>. If you have questions call Albert Durkee at the Southeast Region Office at (541)490-3678 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

SALE NAME: COUGAR FIRE SALVAGE
AGREEMENT#: 30-093169
TOWNSHIP(S): T07R11E, T07R12E
TRUST(S): Common School/Indemnity(3), University - Transferred(5), CEP&RI(6)

REGION: SOUTHEAST
COUNTY(S): YAKIMA
ELEVATION RGE: 2929-4232 ft



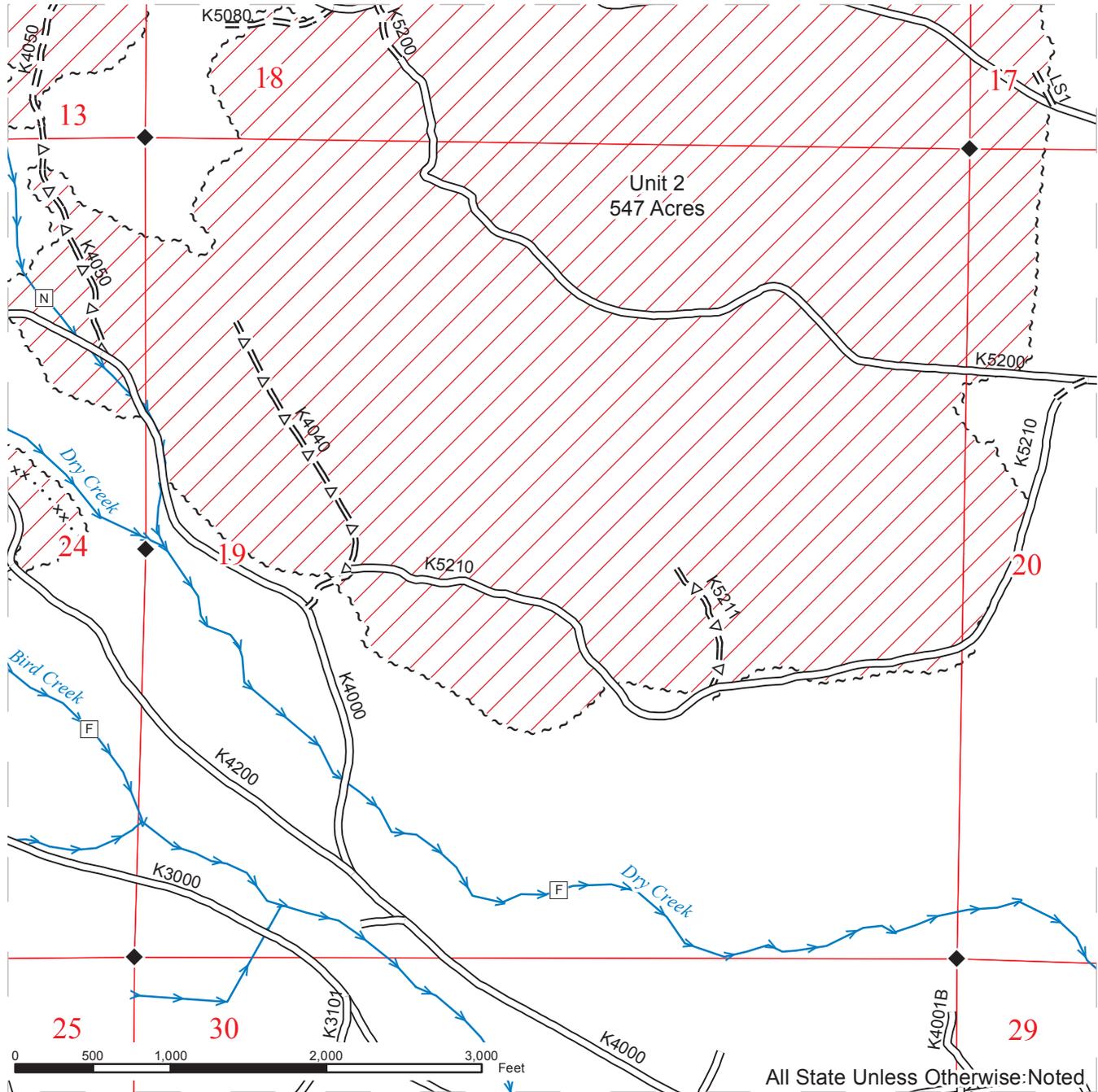
~ ~ ~ Sale Boundary (Pink Flagging)	— Existing Road
... xx Special Mgmt Area Tags	— Required Reconstruction
Variable Retention Harvest	= = : Required Pre-haul Maintenance
◆ Monumented Corners	= Δ = Optional Pre-haul Maintenance
→ Streams	



TIMBER SALE MAP

SALE NAME: COUGAR FIRE SALVAGE
AGREEMENT#: 30-093169
TOWNSHIP(S): T07R11E, T07R12E
TRUST(S): Common School/Indemnity(3), University - Transferred(5), CEP&RI(6)

REGION: SOUTHEAST
COUNTY(S): YAKIMA
ELEVATION RGE: 2929-4232 ft

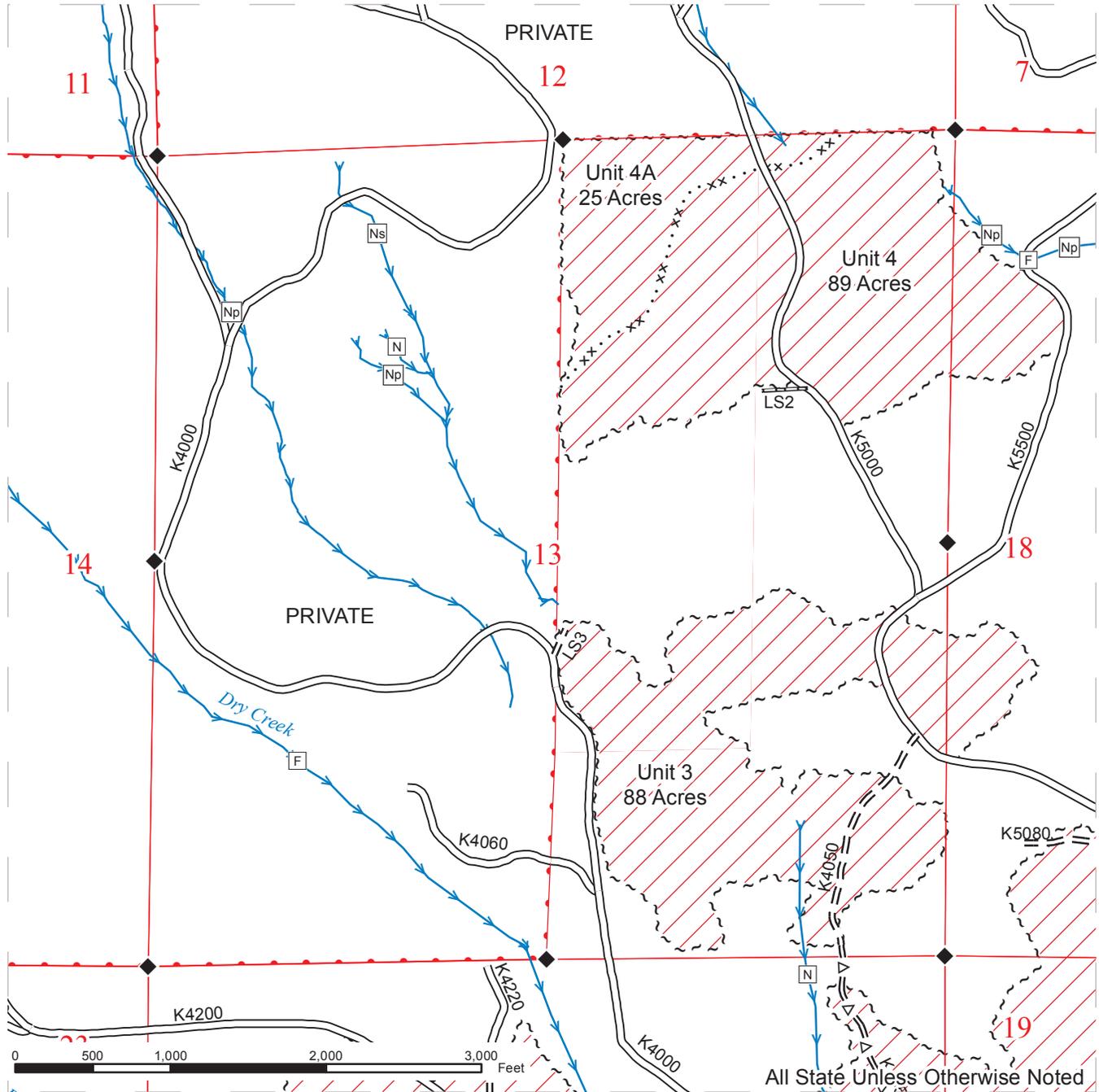


~ ~ ~ Sale Boundary (Pink Flagging)	— Existing Road
... xx Special Mgmt Area Tags	— Required Reconstruction
Variable Retention Harvest	= = : Required Pre-haul Maintenance
◆ Monumented Corners	= Δ = Optional Pre-haul Maintenance
→ Streams	

TIMBER SALE MAP

SALE NAME: COUGAR FIRE SALVAGE
AGREEMENT#: 30-093169
TOWNSHIP(S): T07R11E, T07R12E
TRUST(S): Common School/Indemnity(3), University - Transferred(5), CEP&RI(6)

REGION: SOUTHEAST
COUNTY(S): YAKIMA
ELEVATION RGE: 2929-4232 ft



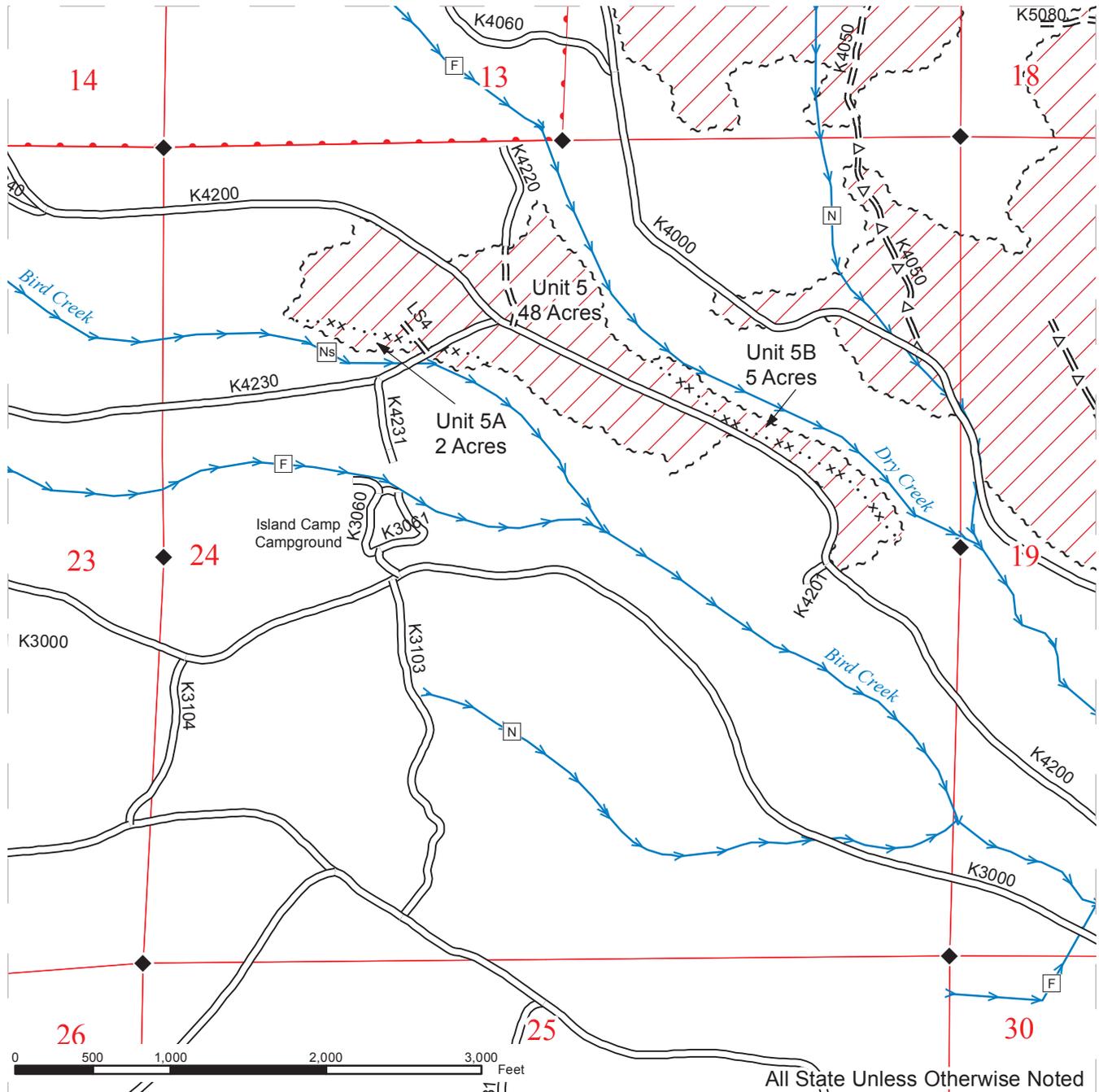
~ ~ ~ Sale Boundary (Pink Flagging)	— Existing Road
· · · x x Special Mgmt Area Tags	— Required Reconstruction
Variable Retention Harvest	= = : Required Pre-haul Maintenance
◆ Monumented Corners	= Δ = Optional Pre-haul Maintenance
→ Streams	



TIMBER SALE MAP

SALE NAME: COUGAR FIRE SALVAGE
AGREEMENT#: 30-093169
TOWNSHIP(S): T07R11E, T07R12E
TRUST(S): Common School/Indemnity(3), University - Transferred(5), CEP&RI(6)

REGION: SOUTHEAST
COUNTY(S): YAKIMA
ELEVATION RGE: 2929-4232 ft



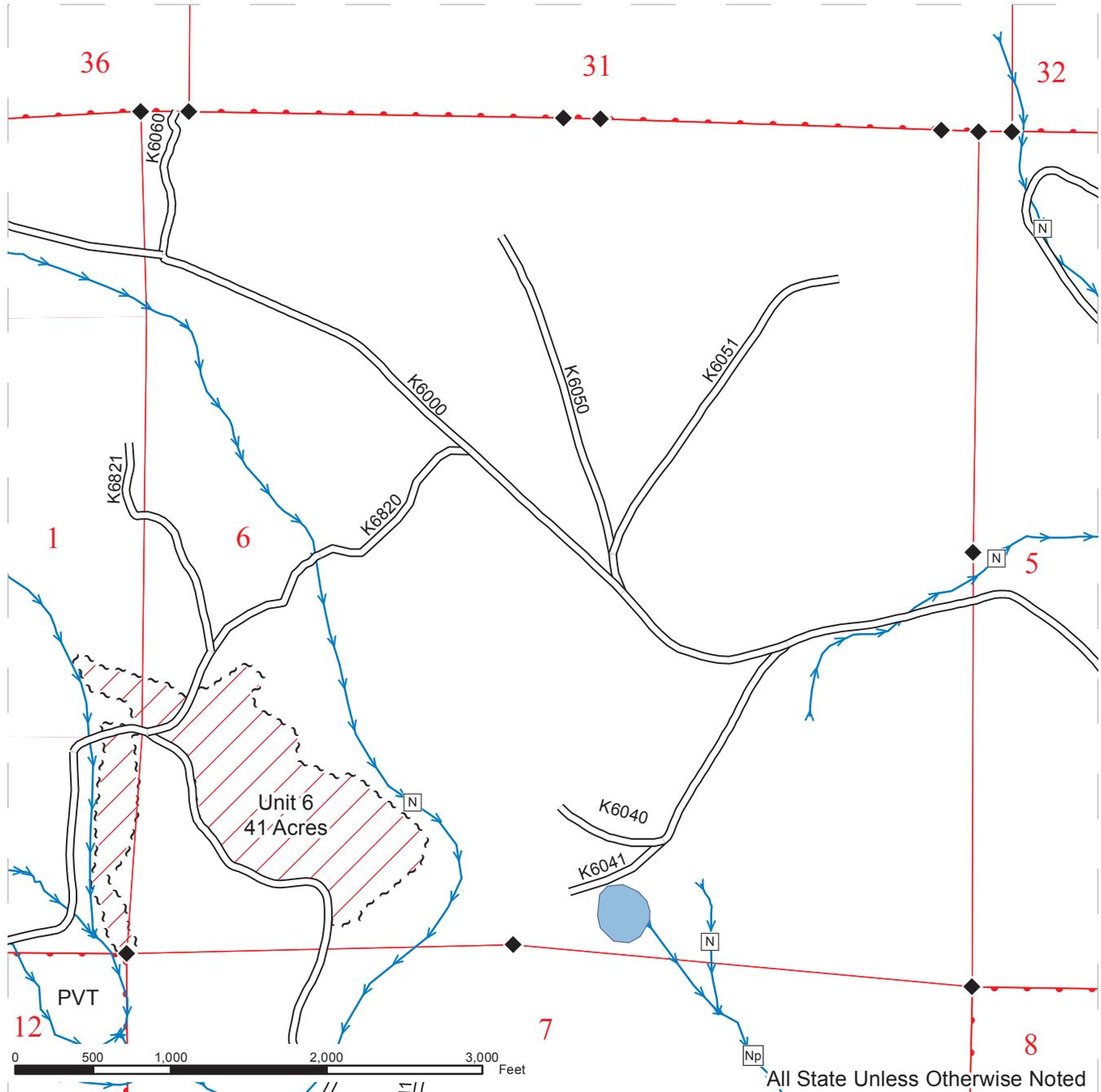
~ ~ ~ Sale Boundary (Pink Flagging)	— Existing Road
· · · x x Special Mgmt Area Tags	— Required Reconstruction
Variable Retention Harvest	== Required Pre-haul Maintenance
◆ Monumented Corners	=Δ= Optional Pre-haul Maintenance
→ Streams	



TIMBER SALE MAP

SALE NAME: COUGAR FIRE SALVAGE
AGREEMENT#: 30-093169
TOWNSHIP(S): T07R11E, T07R12E
TRUST(S): Common School/Indemnity(3), University - Transferred(5), CEP&RI(6)

REGION: SOUTHEAST
COUNTY(S): YAKIMA
ELEVATION RGE: 2929-4232 ft



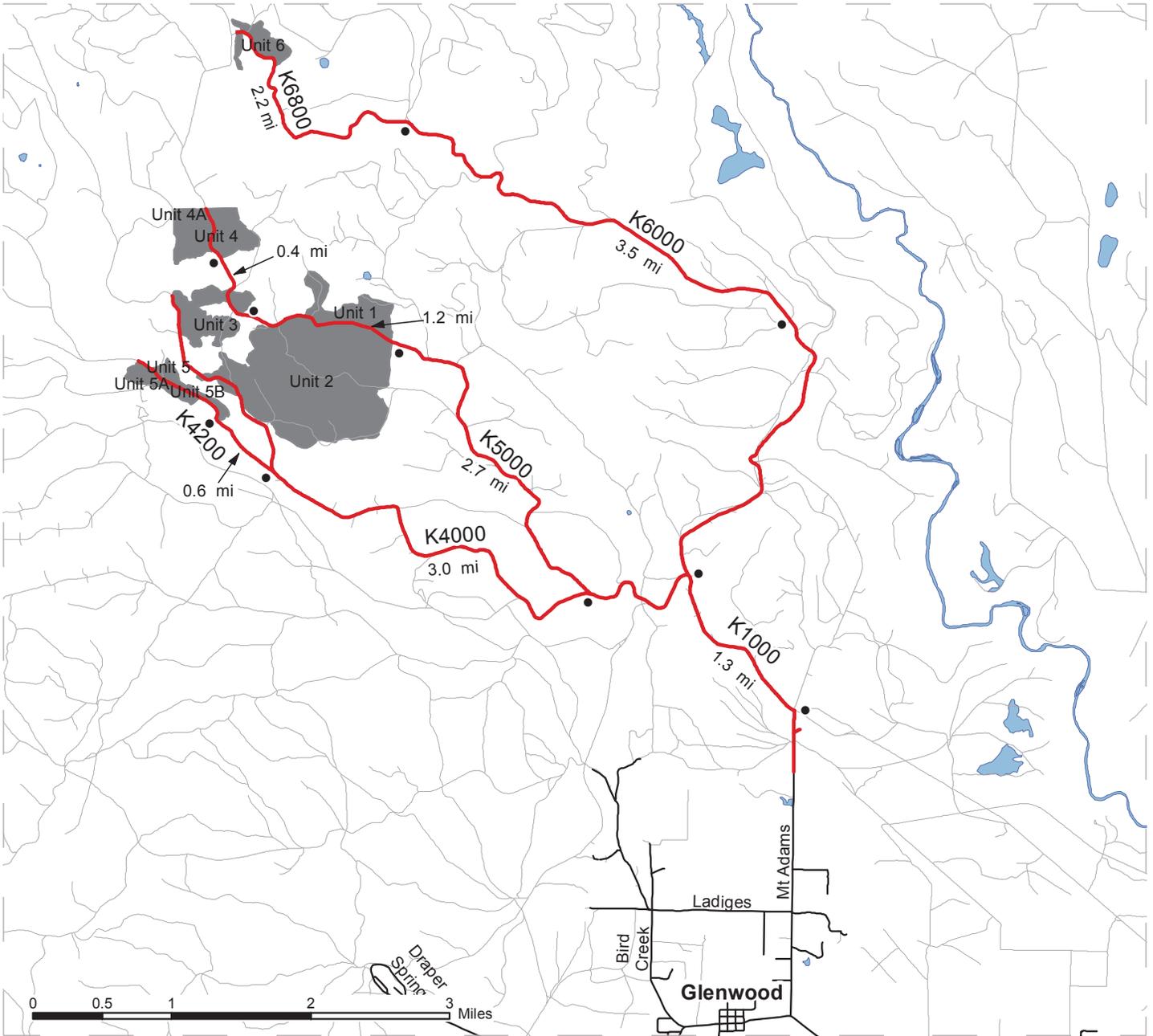
~ ~ ~ Sale Boundary (Pink Flagging)	— Existing Road
· · · x Special Mgmt Area Tags	— Required Reconstruction
Variable Retention Harvest	= = : Required Pre-haul Maintenance
◆ Monumented Corners	= Δ = Optional Pre-haul Maintenance
→ Streams	



DRIVING MAP

SALE NAME: COUGAR FIRE SALVAGE
AGREEMENT#: 30-093169
TOWNSHIPS: T07R11E, T07R12E
TRUSTS: Common School / Indemnity(3), University-Transferred(5), CEP R1(6)

REGION: SOUTHEAST
COUNTY: YAKIMA
ELEVATION RGE: 2929-4232 ft



- Timber Sale Unit
- Haul Route
- Existing Roads
- County Roads
- Distance Indicator
- Open Water

DRIVING DIRECTIONS:

All Units

Proceed 0.5 miles east from the BZ-Glenwood/ Glenwood Road Junction (Glenwood, WA) turn left onto the Mt. Adams Highway. Proceed north 2.2 miles and turn left onto the K1000. Continue northwest for 1.3 miles to the K4000/K1000 Junction.

Units 1, 2, 3, 4 access

From the K4000/K1000 junction turn left onto the K4000 and proceed west on the K4000 for 1.0 miles and turn right onto the K5000. Continue northwest on the K5000 for 2.7 miles to Unit 1 and Unit 2. Continue west on the K5000 for 1.2 miles to access Unit 3. To access Unit 4 continue north on the K5000 0.4 miles.

Units 5 access

From the K4000/K1000 junction turn left onto the K4000 and proceed west for 4.0 miles and turn left onto the K4200. Continue northwest on the K4200 for 0.6 miles to Unit 5.

Units 6 access

From the K4000/K1000 junction continue north for 2.3 miles and turn left onto the K6000. Proceed northwest on the K6000 for 3.5 miles. Turn left on to the K6800. Continue northwest 2.2 miles on the K6800 to Unit 6.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093282

SALE NAME: COUGAR FIRE SALVAGE FIT SORT 1

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on January 15, 2016 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the COUGAR FIRE SALVAGE FIT SORTS Timber Sale described as parts of Sections 6, 17, 18, 19, and 20 all in Township 7 North, Range 12 East, Sections 1, 13, and 24 all in Township 7 North, Range 11 East W.M., in Yakima County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
93282	1	DF 6"+ dib Saw	

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
93282	1	WS

Average Log Length	Preferred Log Lengths
24	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending July 29, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1” outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State’s delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser’s exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 1 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

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. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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 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-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

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 the work stoppage 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.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Todd Welker
Southeast Region Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093283

SALE NAME: COUGAR FIRE SALVAGE FIT SORT 2

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on January 15, 2016 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the COUGAR FIRE SALVAGE FIT SORTS Timber Sale described as parts of Sections 6, 17, 18, 19, and 20 all in Township 7 North, Range 12 East, Sections 1, 13, and 24 all in Township 7 North, Range 11 East W.M., in Yakima County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
93283	2	PP 6-13" dib Saw	

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
93283	2	WS

Average Log Length	Preferred Log Lengths
24	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending June 30, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1” outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State’s delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser’s exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest

1/10th)

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

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. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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 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-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

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 the work stoppage 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.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Todd Welker
Southeast Region Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093284

SALE NAME: COUGAR FIRE SALVAGE FIT SORT 3

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on January 15, 2016 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the COUGAR FIRE SALVAGE FIT SORTS Timber Sale described as parts of Sections 6, 17, 18, 19, and 20 all in Township 7 North, Range 12 East, Sections 1, 13, and 24 all in Township 7 North, Range 11 East W.M., in Yakima County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
93284	3	PP 14"+ dib Saw	

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
93284	3	WS

Average Log Length	Preferred Log Lengths
24	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending June 30, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1” outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State’s delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser’s exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest

1/10th)

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

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. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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 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-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

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 the work stoppage 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.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Todd Welker
Southeast Region Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093285

SALE NAME: COUGAR FIRE SALVAGE FIT SORT 4

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on January 15, 2016 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the COUGAR FIRE SALVAGE FIT SORTS Timber Sale described as parts of Sections 6, 17, 18, 19, and 20 all in Township 7 North, Range 12 East, Sections 1, 13, and 24 all in Township 7 North, Range 11 East W.M., in Yakima County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
93285	4	WW 6-11" dib Saw	

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
93285	4	WS

Average Log Length	Preferred Log Lengths
24	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending June 30, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1” outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State’s delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser’s exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

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. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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 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-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

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 the work stoppage 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.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Todd Welker
Southeast Region Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093286

SALE NAME: COUGAR FIRE SALVAGE FIT SORT 5

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on January 15, 2016 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the COUGAR FIRE SALVAGE FIT SORTS Timber Sale described as parts of Sections 6, 17, 18, 19, and 20 all in Township 7 North, Range 12 East, Sections 1, 13, and 24 all in Township 7 North, Range 11 East W.M., in Yakima County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
93286	5	WW 12"+ dib Saw	

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
93286	5	WS

Average Log Length	Preferred Log Lengths
24	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending June 30, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1” outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State’s delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser’s exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

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. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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 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-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

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 the work stoppage 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.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Todd Welker
Southeast Region Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

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 _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093287

SALE NAME: COUGAR FIRE SALVAGE FIT SORT 6

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on January 15, 2016 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the COUGAR FIRE SALVAGE FIT SORTS Timber Sale described as parts of Sections 6, 17, 18, 19, and 20 all in Township 7 North, Range 12 East, Sections 1, 13, and 24 all in Township 7 North, Range 11 East W.M., in Yakima County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination
93287	6	Charred Utility 2"+	

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
93287	6	WS

Average Log Length	Preferred Log Lengths
N/A	

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its

facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending June 30, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, 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-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1” outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State’s delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser’s exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report

of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

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. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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 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-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to

assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

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 the work stoppage 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.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

DRAFT

DRAFT

DRAFT

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Todd Welker
Southeast Region Manager

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

_____)

COUNTY OF _____)

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

_____ to me known to be the _____ of the corporation that

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

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

Notary Public in and for the State of

My appointment expires _____



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

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)

PRE-CRUISE NARRATIVE

Sale Name: Cougar Fire Salvage FIT	Region: Southeast
Agreement #: 30-093169	District: Klickitat
Contact Forester: Albert Durkee Phone / Location: 541-490-3678	County(s): Klickitat, Choose a county
Alternate Contact: Ken McNamee Phone / Location: 509-925-0937	Other information: Click here to enter text.

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based	100
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.
Enter % of sale acres	

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	Sec. 17/T07/R12E Sec. 18/T07/R12E	06	75.0			1.5		73.5	GPS (Garmin)
2	Sec. 17/T07/R12E Sec. 18/T07/R12E Sec. 24/T07/R11E Sec. 19/R07/R12E Sec. 20/T07/R12E	05,06	547			4.7		542.3	GPS (Garmin)
3	Sec. 18/T07/R12E Sec. 13/T07/R11E	03,06	88.0			1.2		86.8	GPS (Garmin)
4	Sec. 18/T07/R12E Sec. 13/T07/R11E	03,06	114.0			1.2		112.8	GPS (Garmin)
5	Sec. 24/T07/R11E	06	55.0			2.2		52.8	GPS (Garmin)
6	Sec. 06/T07/R12E Sec. 01/T07/R11E	03,06	41.0			0.5		40.5	GPS (Garmin)
TOTAL ACRES			920			11.3		908.7	

HARVEST PLAN AND SPECIAL CONDITIONS:

Leave Trees in Prescriptive harvest:

Leave ponderosa pine with 30% or greater green un-scorched crown and absence of current beetle activity in the tree; frass or boring dust, or foraging activity on the bole.

Leave Douglas-fir trees with 50% or greater green un-scorched crown and no cambium damage or current beetle activity. Cambium damage indicated by evidence of moderate-deep charring where most of the bark is blackened and bark characteristics are no longer discernable.

Leave grand fir, sub-alpine fir, and Engleman spruce with 80% or greater green un-scorched crown and no cambium damage or beetle activity. Cambium damage indicated by light charring where bark characteristics remain and some light unburned areas exist in bark fissures.

Beetle activity that indicates a cut tree refers to western pine beetle, Douglas-fir beetle, fir engraver beetles, and ambrosia beetles. Red turpentine beetle presence around the base of the trees pre- and post-fire will be ignored.

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	700		
2	1,800		
3	700		
4	300		
5	100		
6	200		
TOTAL MBF	3,800		

REMARKS:

Salvage harvest those trees not meeting the prescription determined to have a high probability of mortality from the direct effects of the fire intensity.
Retain green trees meeting the prescription that are likely to survive in all size classes and at the density and arrangement left from the variability of the fire intensity across the stands.
Retain all ponderosa pine 30" dbh and greater regardless of their condition for legacy trees and large diameter snag recruitment.
Provide for approximately 4-6 snags per acre in dispersal habitat stands that burned completely.

Cruise Narrative

Sale Name: Cougar Fire Salvage FIT	Region: Southeast
Agree. #: 30-093169	District: Klickitat
Lead cruiser: Dave Richards	Completion date: 10/28/2015
Other cruisers on sale: Phil Kirner, Joe Smith, Tom Frantz	

Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
1	73.5	Yes	
2	541.0	Yes	
3	86.8	Yes	
4	112.8	Yes	
5	52.8	Yes	
6	40.5	Yes	
Total	907.4		

Unit cruise specifications:

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (cruise:count)	Total number of plots
1	VP	20	4.5	675X675	All cruise	7
2	VP	20	4.5	650X650	All cruise	55
3	VP	40	4.5	650x650	All cruise	9
4	VP	40	4.5	475x475	All cruise	21
5	VP	54.45	4.5	500x500	All cruise	11
6	VP	54.45	4.5	500x500	All cruise	8
					Total	110

Sale/Cruise Description:

Minor species cruise intensity:	Cruise all					
Minimum cruise spec:	6" min. top dib for WW/DF, 7" min. top dib for PP, 8' min. log length, 40' max. log length. 10" min. DBH cruised. All trees cruised including leave trees.					
Avg ring count by sp:	DF =	N/A	WH =	N/A	SS =	N/A

Leave/take tree description:	<p>All fire killed trees are take (T), Green trees with potential survival are leave (L), Trees dead prior to fire and/or trees retained for snag recruitment are snag (S), All trees 30" DBH and larger are leave (L).</p> <p>Fire kill was determined by the amount of live crown (un-scorched) present and the condition of the cambium in the bole. Trees were considered green or leave provided for PP the live crown was 30% or greater, GF/WW 80% or greater and DF 50% or greater. PP 30 inches DBH and larger are legacy trees and are leave regardless of crown condition.</p>
Other conditions	<p>Decked logs resulting from a fire break construction during the fire along the K-5000 rd. were not included in this cruise. A visual estimate of about 20 loads or about 500 tons are available for inclusion with the sale volume.</p>

Field observations:

This sale is a fire – kill salvage sale that will be sold as an FIT sale. The fire kill occurred during the month of Aug/Sept this year as part of the Cougar Creek Fire. The timber includes Ponderosa pine, grand fir, Douglas-fir, a small amount of lodgepole and some Englemann spruce that was not picked up in the cruise.

Approximately 40% of the standing volume of timber in the sale is fire-kill. Pine makes up 73% of the standing volume in the sale of which 24% is fire-kill. Grand fir makes up 25% of the standing volume while 20% is considered fire-kill. The remaining 2% of the standing volume is Douglas-fir, lodgepole and other minor species. The average DBH for fire-killed pine is 15.7 inches, grand fir is 15.3 inches and Doug fir is 18.5 inches. Defect in grand fir is estimated at 13% - 14%. Some frost cracking and bole rot was observed in the grand fir. Pine defect is estimated at 3% - 5% and is primarily for crooks, old fire scars, catface and other visible defect. Most pine had little or no damage to the bole from the fire, only scorching and some minor charring. The topography is flat to gently rolling. The ground is easy logging with skidding distances under 600 ft in most cases. All units are accessible by existing roads and/or skid roads.

NOTE: All species volumes represent westside scale long log volumes

Grants: _____

Prepared by: Dave Richards

Title: Chief Check Cruiser / Product Sales and Leasing

CC: Ken McNamee, Albert Durkee

TC		PSPCSTGR		Species, Sort Grade - Board Foot Volumes (Project)																		
<div style="border: 1px solid black; padding: 5px;"> T07N R11E S06 Ty0006 THRU T07N R12E S18 Ty00U2 </div>				Project: COUGARSV										Page 1								
				Acres 907.40										Date 12/23/2015			Time 10:54:15AM					
S Spp	So T	Gr rt	Ad ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre	
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf		
									4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99						
GF	T	D	2S	33	23.3	831	638	579			89	11			6	94	39	14	214	1.97	3.0	
GF	T	D	3S	42	9.6	896	810	735		100				1	14	85	39	8	78	0.77	10.4	
GF	T	D	4S	21	2.1	394	385	350		100			16	34	11	39	18	6	24	0.45	15.9	
GF	T	D	UT	4		75	75	68		46		54	46		54		10	6	22	0.54	3.4	
GF Totals				21	13.1	2,196	1,908	1,732		64	30	6	5	7	10	78	26	7	59	0.82	32.6	
GF	L	D	2S	56	21.7	487	382	346			39	61			5	95	40	16	347	2.94	1.1	
GF	L	D	3S	33	2.1	225	220	200		75	18	7		4	96	39	8	109	0.99	2.0		
GF	L	D	4S	9		60	60	54		100			23	32	46	19	6	31	0.50	1.9		
GF	L	D	UT	2		11	11	10		100			100			6	6	7	0.23	1.5		
GF Totals				7	14.1	783	672	610		35	28	37	4	4	7	86	26	8	102	1.34	6.6	
GF	S	D	2S	84	52.6	113	54	49			35	65			100	40	16	191	2.31	.3		
GF	S	D	3S	9	75.9	24	6	5		100					100	36	6	14	0.73	.4		
GF	S	D	4S	7	.0	4	4	4		100				100		28	7	50	0.67	.1		
GF Totals				1	55.0	141	63	58		16	30	55		6	94	37	10	83	1.36	.8		
PP	L	D	2S			30	30	27				100			100	40	32	1840	9.08	.0		
PP	L	D	3S	2	8.6	73	67	61			24	76			100	40	18	565	3.96	.1		
PP	L	D	4S	25	2.5	1,051	1,025	930		2	39	60			84	16	32	16	356	2.46	2.9	
PP	L	D	5S	66	2.0	2,692	2,638	2,394		52	18	30	4	4	17	76	27	9	102	1.18	25.9	
PP	L	D	6S	6	5.9	287	270	245		82	12	6	66	18	9	7	15	7	30	0.54	9.1	
PP	L	D	UT	1		12	12	11		100			100			9	7	12	0.39	1.0		
PP Totals				44	2.5	4,146	4,043	3,669		40	23	37	7	4	33	56	24	9	104	1.23	39.0	
PP	T	D	4S	32	4.7	700	668	606		4	58	38	0	1	95	4	31	14	231	1.77	2.9	
PP	T	D	5S	58	5.9	1,294	1,218	1,105		77	23		17	10	27	46	22	8	53	0.84	23.1	
PP	T	D	6S	9		178	178	161		100			42	30	27		16	7	27	0.52	6.7	
PP	T	D	UT	1		9	9	8		100			100				8	7	11	0.32	.9	
PP Totals				23	5.0	2,181	2,072	1,880		56	32	12	14	9	49	28	21	8	62	0.90	33.6	
PP	S	D	3S		100.0	7											35	7		1.46	.1	
PP	S	D	4S	87		145	145	131		5	33	62			100		32	16	321	2.26	.5	
PP	S	D	5S	13	60.4	53	21	19		100			29	53	18		20	8	18	0.72	1.2	
PP Totals				2	18.9	204	166	150		17	29	54	4	7	90		24	10	95	1.32	1.7	
LP	T	D	3S	39		14	14	13			100				100		40	8	90	0.96	.2	
LP	T	D	4S	61	6.7	23	22	20		100			7		93		32	5	33	0.32	.7	
LP Totals				0	4.2	38	36	33		61	39		4		96		33	6	44	0.47	.8	
DF	L	D	2S	79	46.9	145	77	70			71	29			100		40	16	287	3.42	.3	
DF	L	D	3S	13	50.9	25	12	11		99		1		47	52	1	31	8	47	0.96	.3	
DF	L	D	4S	8		7	7	7		100				100			23	6	30	0.63	.2	
DF Totals				1	45.5	177	97	88		20	57	23		13	7	80		32	10	126	1.97	.8
DF	T	D	3S	69	2.6	62	60	55		100					100		40	9	114	1.47	.5	
DF	T	D	4S	29		25	25	23		100			19	37	44		27	6	34	0.59	.8	
DF	T	D	UT	2		1	1	1		100			100				3	5	3	0.37	.4	
DF Totals				1	1.8	89	87	79		100			7	11	13	69		25	7	52	1.02	1.7

Species, Sort Grade - Board Foot Volumes (Project)

T07N R11E S06 Ty0006 THRU T07N R12E S18 Ty00U2	Project: COUGARSV Acres 907.40	Page 2 Date 12/23/2015 Time 10:54:15AM
--	---	--

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre Def% Gross Net			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf	
									4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99					
Totals					8.1	9,955	9,145	8,298	0	48	27	25	8	6	30	56	24	8	78	1.03	117.5

TC PSTATS		PROJECT STATISTICS							PAGE	1		
		PROJECT COUGARSV							DATE	12/23/2015		
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt		
07N	11E	06	COUGAR FIT	0006	THR	907.40	110	413	S	W		
07N	12E	18	COUGAR FIT	00U2								
			PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES					
TOTAL			110	413	3.8							
CRUISE			104	413	4.0	62,025	.7					
DBH COUNT												
REFOREST												
COUNT												
BLANKS			6									
100 %												
STAND SUMMARY												
SAMPLE TREES			TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC	
PONDEROS-L			162	20.4	19.3	61	9.5	41.7	4,146	4,043	1,143	1,143
PONDEROS-S			11	1.4	18.5	45	0.6	2.6	204	166	55	55
PONDEROS-T			115	21.1	15.7	56	7.2	28.5	2,181	2,072	641	641
GRAND F-L			22	3.8	18.1	53	1.6	6.7	783	672	227	227
GRAND F-S			4	.5	20.0	62	0.2	1.0	141	63	38	38
GRAND F-T			86	18.9	15.0	59	6.0	23.2	2,196	1,908	681	680
DOUG FIR-L			5	.5	22.6	56	0.3	1.4	177	97	48	48
DOUG FIR-T			6	1.0	17.1	51	0.4	1.7	89	87	44	44
LP PINE-T			2	.7	11.8	49	0.1	.5	38	36	13	13
TOTAL			413	68.4	17.0	58	26.1	107.4	9,955	9,145	2,889	2,889
CONFIDENCE LIMITS OF THE SAMPLE												
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR												
CL	68.1	COEFF		SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15			
PONDEROS-L		134.5	10.6	446	499	551						
PONDEROS-S		121.6	38.4	180	293	405						
PONDEROS-T		97.6	9.1	166	183	199						
GRAND F-L		94.6	20.6	343	432	521						
GRAND F-S		128.4	73.3	61	228	394						
GRAND F-T		81.6	8.8	146	160	174						
DOUG FIR-L		81.7	40.6	163	274	385						
DOUG FIR-T		60.4	26.9	74	102	129						
LP PINE-T		60.6	56.8	30	70	110						
TOTAL		149.5	7.3	295	318	341	892	223	99			
CL	68.1	COEFF		SAMPLE TREES - CF			# OF TREES REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15			
PONDEROS-L		114.1	9.0	113	125	136						
PONDEROS-S		92.8	29.3	56	79	102						
PONDEROS-T		77.6	7.2	50	54	58						
GRAND F-L		74.3	16.2	120	143	166						
GRAND F-S		68.2	38.9	74	121	168						
GRAND F-T		71.6	7.7	54	58	63						
DOUG FIR-L		164.1	81.5	76	410	745						
DOUG FIR-T		59.8	26.6	37	50	63						
LP PINE-T		79.2	74.1	7	27	47						
TOTAL		138.1	6.8	86	93	99	762	190	85			
CL	68.1	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.			
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15			
PONDEROS-L		196.5	18.7	17	20	24						
PONDEROS-S		370.9	35.3	1	1	2						
PONDEROS-T		157.5	15.0	18	21	24						
GRAND F-L		474.8	45.2	2	4	5						

TC PSTATS			PROJECT STATISTICS				PAGE	2		
			PROJECT				DATE	12/23/2015		
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
07N	11E	06	COUGAR FIT	0006	THR	907.40	110	413	S	W
07N	12E	18	COUGAR FIT	00U2						
CL	68.1	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.00	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-S		762.3	72.6	0	0	1				
GRAND F-T		221.4	21.1	15	19	23				
DOUG FIR-L		615.9	58.7	0	0	1				
DOUG FIR-T		597.8	57.0	0	1	2				
LP PINE-T		835.4	79.6	0	1	1				
TOTAL		105.3	10.0	61	68	75	443	111	49	
CL	68.1	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		121.7	11.6	37	42	47				
PONDEROS-S		331.3	31.6	2	3	3				
PONDEROS-T		133.7	12.7	25	29	32				
GRAND F-L		263.2	25.1	5	7	8				
GRAND F-S		661.3	63.0	0	1	2				
GRAND F-T		186.3	17.8	19	23	27				
DOUG FIR-L		479.1	45.6	1	1	2				
DOUG FIR-T		541.6	51.6	1	2	3				
LP PINE-T		744.7	70.9	0	1	1				
TOTAL		76.3	7.3	100	107	115	233	58	26	
CL	68.1	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		109.8	10.5	3,620	4,043	4,466				
PONDEROS-S		515.0	49.1	84	166	247				
PONDEROS-T		145.0	13.8	1,786	2,072	2,359				
GRAND F-L		268.9	25.6	500	672	845				
GRAND F-S		756.6	72.1	18	63	109				
GRAND F-T		192.9	18.4	1,558	1,908	2,259				
DOUG FIR-L		594.0	56.6	42	97	151				
DOUG FIR-T		532.9	50.8	43	87	131				
LP PINE-T		744.0	70.9	11	36	62				
TOTAL		78.9	7.5	8,457	9,145	9,833	249	62	28	
CL	68.1	COEFF	NET CUFT FT/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		110.3	10.5	1,023	1,143	1,263				
PONDEROS-S		398.6	38.0	34	55	76				
PONDEROS-T		139.7	13.3	556	641	726				
GRAND F-L		255.9	24.4	172	227	283				
GRAND F-S		658.4	62.7	14	38	62				
GRAND F-T		185.7	17.7	560	680	800				
DOUG FIR-L		509.0	48.5	25	48	71				
DOUG FIR-T		536.7	51.1	21	44	66				
LP PINE-T		739.1	70.4	4	13	22				
TOTAL		77.5	7.4	2,676	2,889	3,102	240	60	27	

T07N R11E S06 T0006 **T07N R11E S06 T0006**
 Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdFt
 07N 11E 06 COUGAR FIT 0006 40.50 8 33 S W

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf	
									4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99					
GF	T	DM	2S	30	46.8	4,344	2,311	94		82	18				100	40	15	177	2.26	13.1	
GF	T	DM	3S	37	22.7	3,758	2,907	118	100						100	40	8	78	0.99	37.1	
GF	T	DM	4S	16	2.5	1,243	1,212	49	100			25	75			22	6	26	0.38	46.6	
GF	T	DM	UT	17		1,274	1,274	52	29	71		29			71	14	7	50	0.77	25.6	
GF T Totals				49	27.5	10,619	7,703	312	58	24	17	9	12		80	28	8	63	0.98	122.4	
GF	L	DM	2S	60	42.6	3,786	2,174	88		100					100	40	20	379	4.48	5.7	
GF	L	DM	3S	19	8.8	781	713	29	100				9		91	38	10	124	1.33	5.7	
GF	L	DM	4S	14		489	489	20	100					100		33	6	50	0.49	9.8	
GF	L	DM	UT	7		248	248	10	100			100				6	6	7	0.23	34.5	
GF L Totals				23	31.7	5,303	3,623	147	40	60		7	2	13	78	18	8	65	1.54	55.8	
PP	L	DM	4S	31	27.0	986	720	29		100					100	40	25	810	6.81	.9	
PP	L	DM	5S	65	12.9	1,728	1,505	61	7	19	74				100	40	15	362	2.77	4.2	
PP	L	DM	6S	4	33.0	105	70	3	56	44		56	44			19	11	57	1.16	1.2	
PP L Totals				15	18.6	2,819	2,294	93	6	14	80	2	1		97	36	16	366	3.24	6.3	
PP	T	DM	5S	61	7.1	1,413	1,313	53	71	29					100	40	11	172	1.60	7.7	
PP	T	DM	6S	31		680	680	28	100			25	15	60		19	7	32	0.55	21.4	
PP	T	DM	UT	8		154	154	6	100			100				8	7	10	0.31	15.4	
PP T Totals				14	4.4	2,248	2,148	87	82	18		15	5	19	61	19	8	48	0.90	44.4	
PP	S	DM	3S		100.0	155										35	7		1.46	2.6	
PP S Totals					100.0	155										35	7		1.46	2.6	
Type Totals					25.4	21,143	15,768	639	50	16	34	8	7	6	79	24	8	68	1.17	231.4	

T TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)										Page 1									
Project: COUGAR SV												Date 12/23/2015									
												Time 10:54:15AM									
T07N R12E S13 T0003										T07N R12E S13 T0003											
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt												
07N	12E	13	COUGAR FIT	0003	86.80	9	46	S	W												
S Spp	So T	Gr rt	ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf	
								4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99	Ft	In	Ft			
PP	L	DM	5S	67	3.1	4,334	4,201		75	25				3	97	39	9	130	1.25	32.3	
PP	L	DM	6S	32		1,991	1,991		91	9		73	14	13		15	7	28	0.47	72.0	
PP	L	DM	UT	1		32	32	3	100			100				8	7	10	0.31	3.2	
PP L Totals				42	2.1	6,356	6,223	540	80	20		24	5	6	66	22	8	58	0.88	107.5	
PP	T	DM	5S	58	3.8	1,820	1,751	152	6	94		6			94	33	12	190	1.90	9.2	
PP	T	DM	6S	42		1,220	1,220	106	100			32	42	26		16	7	27	0.54	46.0	
PP T Totals				20	2.3	3,040	2,972	258	45	55		17	17	10	55	19	8	54	0.94	55.2	
GF	T	DM	2S	37	7.5	1,254	1,161	101		100					100	40	14	270	2.21	4.3	
GF	T	DM	3S	35	14.9	1,239	1,055	92	100						100	40	8	81	0.81	13.0	
GF	T	DM	4S	21	.0	648	648	56	100			14	12		74	24	6	34	0.37	18.8	
GF	T	DM	UT	7		193	193	17	100			100				10	6	11	0.32	17.6	
GF T Totals				20	8.3	3,334	3,056	265	62	38		9	2		88	24	7	57	0.78	53.7	
GF	L	DM	2S	35	4.9	756	719	62		100					100	40	13	228	2.05	3.2	
GF	L	DM	3S	54		1,080	1,080	94	66	34					100	40	8	103	0.88	10.5	
GF	L	DM	4S	11		203	203	18	100			27	73			14	6	20	0.43	10.0	
GF L Totals				13	1.8	2,039	2,002	174	46	54		3	7		90	29	8	85	1.01	23.6	
DF	L	DM	2S	85		404	404	35		100					100	40	13	240	1.78	1.7	
DF	L	DM	3S	15		67	67	6	100						100	31	6	40	0.56	1.7	
DF L Totals				3		471	471	41	14	86					14	36	10	140	1.25	3.4	
DF	T	DM	3S	93		196	196	17	100						100	40	10	150	2.41	1.3	
DF	T	DM	UT	7		13	13	1	100			100				11	6	10	0.37	1.3	
DF T Totals				1		209	209	18	100			6			94	26	8	80	1.97	2.6	
Type Totals					3.3	15,449	14,933	1,296	63	37		16	7	5	72	23	8	61	0.91	246.0	

T TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)										Page 1											
Project: COUGAR SV												Date 12/23/2015											
												Time 10:54:15AM											
T07N R12E S13 T00U4										T07N R12E S13 T00U4													
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt														
07N	12E	13	COUGAR FIT	00U4	112.80	21	66	S	W														
Spp	S	So	Gr	%	Bd. Ft. per Acre			Total	Percent Net Board Foot Volume								Average Log				Logs Per /Acre		
					Net BdFt	Def%	Gross		Net	Log Scale Dia.				Log Length				Ln	Dia	Bd		CF/Lf	
	T	rt	ad					Net MBF	4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99	Ft	In	Ft				
GF	T	DM	2S	35	23.8	2,564	1,953	220	100				7 93				37	14	198	1.74	9.9		
GF	T	DM	3S	52	6.1	2,998	2,815	318	100				2 15 83				38	7	69	0.63	40.6		
GF	T	DM	4S	13	3.9	722	693	78	100				29 32 18 21				10	6	13	0.40	54.2		
GF	T	DM	UT										5 0.00								2.4		
GF T Totals				44	13.1	6,283	5,462	616	64	36					4	5	13	79	23	7	51	0.75	107.1
GF	L	DM	2S	66	18.4	788	644	73	100				22 78				37	21	624	3.65	1.0		
GF	L	DM	3S	28	4.5	286	273	31	45	10	45	10 90				37	11	178	1.49	1.5			
GF	L	DM	4S	6		49	49	6	100				21 79				16	7	35	0.67	1.4		
GF L Totals				8	14.0	1,123	966	109	18	3	79	1	7	15	77	30	12	243	2.03	4.0			
GF	S	DM	2S	84	8.5	465	426	48	36 64				100				40	16	362	2.24	1.2		
GF	S	DM	3S	9		46	46	5	100				100				40	8	90	1.06	.5		
GF	S	DM	4S	7	.0	33	33	4	100				100				28	7	50	0.67	.7		
GF S Totals				4	7.3	545	505	57	16	30	54	7 93				37	12	215	1.62	2.4			
PP	T	DM	4S	71	8.8	2,213	2,019	228	7	64	29	1 99				31	13	198	1.69	10.2			
PP	T	DM	5S	29	22.1	1,058	825	93	100				11 16 73				20	8	34	0.63	24.3		
PP T Totals				23	13.1	3,271	2,844	321	34	46	20	4	5	92	23	9	82	1.05	34.5				
PP	S	DM	4S	87		1,165	1,165	131	5	33	62	100				32	16	321	2.26	3.6			
PP	S	DM	5S	13	45.7	309	168	19	100				29 53 18				17	7	20	0.69	8.3		
PP S Totals				11	9.6	1,474	1,332	150	17	29	54	4	7	90	21	10	112	1.41	11.9				
PP	L	DM	4S	75		884	884	100	32 68				100				32	17	410	2.57	2.2		
PP	L	DM	5S	25		288	288	32	100				7 18 74				19	8	44	0.77	6.6		
PP L Totals				10		1,172	1,172	132	25	24	51	2	5	94	22	10	135	1.40	8.7				
Type Totals					11.4	13,867	12,280	1,385	43	33	24	3	5	47	45	23	8	73	0.94	168.5			

T07N R12E S18 T00U1										T07N R12E S18 T00U1				
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt					
07N	12E	18	COUGAR FIT	00U1	73.50	7	35	S	W					

S Spp	So T	Gr rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre	
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf		
									4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99						
PP	T	DM	4S	44	2.1	1,293	1,265	93		79	21		7	93				31	13	204	1.63	6.2
PP	T	DM	5S	56	4.2	1,670	1,600	118	100				35	1	63			16	7	31	0.60	52.0
PP T Totals				33	3.3	2,962	2,865	211	56	35	9	20	4	76				17	8	49	0.80	58.2
PP	L	DM	4S	27		444	444	33		47	53			100				32	14	239	1.83	1.9
PP	L	DM	5S	73	2.3	1,187	1,160	85	100			11	19	70				19	7	43	0.72	27.3
PP L Totals				19	1.6	1,631	1,604	118	72	13	15	8	14	78				20	8	55	0.84	29.1
GF	T	DM	2S	41	6.5	1,207	1,129	83		47	53		24	76				38	15	304	2.15	3.7
GF	T	DM	3S	38		1,041	1,041	77	100				65	35				34	9	106	0.95	9.8
GF	T	DM	4S	21		576	576	42	100			6	44	9	41			23	6	31	0.42	18.3
GF T Totals				32	2.8	2,823	2,745	202	59	19	22	1	9	36	53			28	8	86	0.89	31.8
GF	L	DM	2S	90	10.5	1,148	1,027	76		34	66			100				40	18	514	3.59	2.0
GF	L	DM	3S	2		29	29	2	100				100					28	8	50	0.87	.6
GF	L	DM	4S	8		85	85	6	100			21		79				23	10	88	1.23	1.0
GF L Totals				13	9.6	1,262	1,141	84	10	30	60	2	3	6	90			33	14	322	2.77	3.5
DF	L	DM	2S	87	7.5	289	267	20			100			100				40	18	490	3.50	.5
DF	L	DM	3S	13		38	38	3	100				100					30	9	70	1.10	.5
DF L Totals				4	6.7	327	305	22	13		88		13		88			35	14	280	2.48	1.1
Type Totals					3.8	9,006	8,661	637	52	24	24	9	8	52	32			21	8	70	0.95	123.8

T TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)										Page 1									
		Project: COUGAR SV										Date 12/23/2015									
												Time 10:54:15AM									
T07N R12E S18 T00U2										T07N R12E S18 T00U2											
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt												
07N	12E	18	COUGAR FIT	00U2	541.00	54	194	S	W												
S Sp	So T	Gr rt	Ad ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf	
								4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99	Ft	In	Ft			
PP	L	DM	2S	1	50	50	27					100			100	40	32	1840	9.08	.0	
PP	L	DM	3S	2	69	69	38			39	61				100	40	16	424	2.85	.2	
PP	L	DM	4S	34	1,380	1,357	734		2	42	55			88	12	32	16	341	2.36	4.0	
PP	L	DM	5S	62	2,517	2,481	1,342		60	20	21	6	6	23	66	24	8	82	1.05	30.2	
PP	L	DM	UT	1	16	16	8		100			100				9	8	13	0.43	1.2	
PP L Totals				63	1.5	4,032	3,972	2,149		38	27	34	4	4	44	48	25	9	112	1.26	35.6
PP	T	DM	4S	29	2.0	538	527	285		3	46	51			92	8	32	15	278	1.91	1.9
PP	T	DM	5S	70	3.9	1,299	1,248	675		86	14		16	14	23	47	24	8	54	0.81	22.9
PP	T	DM	UT	1		4	4	2		100			100				10	7	13	0.37	.3
PP T Totals				28	3.4	1,841	1,779	963		61	24	15	11	10	44	35	24	8	71	0.92	25.1
PP	S	DM	5S		100.0	24											40	8		0.80	.3
PP S Totals					100.0	24											40	8		0.80	.3
GF	T	DM	2S	32	12.1	120	106	57			100				100	40	13	202	2.05	.5	
GF	T	DM	3S	41	1.0	138	137	74		100				5	95	39	7	83	0.88	1.7	
GF	T	DM	4S	27	3.0	88	86	46		100		10	51	6	33	19	6	26	0.45	3.3	
GF	T	DM	UT														7		0.00	.4	
GF T Totals				5	5.4	347	328	178		68	32		3	13	4	81	25	7	56	0.87	5.9
GF	L	DM	3S	85		25	25	14		100					100	40	9	120	1.10	.2	
GF	L	DM	4S	15		4	4	2		100		100				15	6	20	0.32	.2	
GF L Totals				0		29	29	16		100		14			86	28	8	70	0.89	.4	
DF	T	DM	3S	66		54	54	29		100					100	40	9	133	1.16	.4	
DF	T	DM	4S	34		27	27	15		100		30		70		25	6	31	0.44	.9	
DF	T	DM	UT														5		0.00	.5	
DF T Totals				1		81	81	44		100		10		23	67	22	7	46	0.74	1.8	
DF	L	DM	2S	62	10.0	30	27	15			100				100	40	16	360	3.49	.1	
DF	L	DM	3S	10		5	5	2		100			100			30	8	60	0.87	.1	
DF	L	DM	4S	28		12	12	7		100			100			23	6	30	0.63	.4	
DF L Totals				1	6.5	47	44	24		38	62		38		62	26	8	79	1.26	.6	
LP	T	DM	3S	90		24	24	13		100					100	40	8	90	0.96	.3	
LP	T	DM	4S	10	50.0	5	3	1	100			100				18	5	10	0.22	.3	
LP T Totals				0	9.1	29	27	14	10	90		10		90		29	7	50	0.73	.5	
Type Totals					2.6	6,430	6,260	3,387	0	48	26	26	6	6	41	47	25	9	89	1.08	70.1

TC TSTATS				STATISTICS				PAGE	1	
PROJECT				COUGAR SV				DATE	12/23/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	11E	06	COUGAR FIT	0006	40.50	8	33	S	W	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL				8	33	4.1				
CRUISE				8	33	4.1	6,840	.5		
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
GRAND F-L	7	40.3	14.7	37	12.4	47.6	5,303	3,623	1,528	1,527
GRAND F-T	17	93.6	15.1	47	29.8	115.7	10,619	7,703	3,330	3,328
PONDEROS-L	3	2.5	38.5	96	3.3	20.4	2,819	2,294	730	729
PONDEROS-S	1	2.6	22.0	40	1.5	6.8	155		131	131
PONDEROS-T	5	29.9	14.4	48	9.0	34.0	2,248	2,148	747	748
TOTAL	33	168.9	15.6	46	56.8	224.6	21,143	15,768	6,467	6,464
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		83.0	33.8	244	369	493				
GRAND F-T		100.4	25.1	121	161	202				
PONDEROS-L		52.1	36.1	705	1,103	1,501				
PONDEROS-S										
PONDEROS-T		71.2	35.4	90	140	190				
TOTAL		128.0	22.3	220	283	346	654	163	73	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		70.4	28.6	123	173	222				
GRAND F-T		77.2	19.3	57	71	85				
PONDEROS-L		57.8	40.0	214	357	499				
PONDEROS-S										
PONDEROS-T		78.7	39.1	31	51	71				
TOTAL		107.0	18.6	94	115	136	457	114	51	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		237.0	89.4	4	40	76				
GRAND F-T		114.8	43.3	53	94	134				
PONDEROS-L		231.2	87.2	0	3	5				
PONDEROS-S		282.8	106.6		3	5				
PONDEROS-T		189.8	71.6	9	30	51				
TOTAL		75.5	28.5	121	169	217	259	65	29	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		73.2	27.6	34	48	61				
GRAND F-T		88.7	33.4	77	116	154				
PONDEROS-L		198.4	74.8	5	20	36				
PONDEROS-S		282.8	106.6		7	14				
PONDEROS-T		169.7	64.0	12	34	56				
TOTAL		47.5	17.9	184	225	265	103	26	11	

TC TSTATS		STATISTICS							PAGE	2
		PROJECT COUGAR SV							DATE	12/23/2015
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	11E	06	COUGAR FIT	0006	40.50	8	33	S	W	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E. %	LOW	AVG	HIGH	5	10	15	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	10	15	
GRAND F-L		82.4	31.1	2,497	3,623	4,749				
GRAND F-T		80.7	30.4	5,360	7,703	10,047				
PONDEROS-L		199.4	75.2	570	2,294	4,019				
PONDEROS-S										
PONDEROS-T		157.5	59.4	873	2,148	3,423				
TOTAL		<i>39.0</i>	<i>14.7</i>	<i>13,452</i>	<i>15,768</i>	<i>18,084</i>	<i>69</i>	<i>17</i>	<i>8</i>	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	10	15	
GRAND F-L		62.7	23.6	1,166	1,527	1,888				
GRAND F-T		83.2	31.4	2,284	3,328	4,371				
PONDEROS-L		195.6	73.7	192	729	1,267				
PONDEROS-S		282.8	106.6		131	272				
PONDEROS-T		162.3	61.2	290	748	1,206				
TOTAL		<i>41.8</i>	<i>15.8</i>	<i>5,446</i>	<i>6,464</i>	<i>7,483</i>	<i>79</i>	<i>20</i>	<i>9</i>	

TC TSTATS		STATISTICS							PAGE	1
		PROJECT COUGAR SV							DATE	12/23/2015
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	11E	24	COUGAR FIT	0005	52.80	11	39	S	W	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		11	39	3.5						
CRUISE		10	39	3.9	6,702	.6				
DBH COUNT										
REFOREST										
COUNT										
BLANKS		1								
100 %										
STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
PONDEROS-L	18	33.6	22.0	63	19.0	89.1	12,554	12,053	3,007	3,008
PONDEROS-T	4	31.3	10.8	47	6.0	19.8	787	787	194	195
GRAND F-L	3	6.8	20.0	77	3.3	14.9	1,580	1,534	529	529
GRAND F-S	2	5.8	17.7	56	2.4	9.9	1,262	12	351	354
GRAND F-T	8	33.7	14.7	54	10.3	39.6	3,201	3,007	1,084	1,081
DOUG FIR-L	1	.2	75.0	140	0.6	5.0	1,341	13	260	260
DOUG FIR-T	2	6.8	16.3	46	2.5	9.9	357	329	244	245
LP PINE-T	1	8.7	10.2	45	1.5	5.0	349	349	107	105
TOTAL	39	126.9	16.7	55	47.2	193.1	21,431	18,083	5,775	5,776
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		99.1	24.0	966	1,271	1,576				
PONDEROS-T		23.1	13.2	22	25	28				
GRAND F-L		37.1	25.7	171	230	289				
GRAND F-S		141.4	132.4		5	12				
GRAND F-T		78.9	29.7	72	103	133				
DOUG FIR-L										
DOUG FIR-T		28.3	26.5	37	50	63				
LP PINE-T										
TOTAL		163.3	26.1	468	634	799	1,065	266	118	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		90.5	21.9	228	292	357				
PONDEROS-T		19.5	11.1	6	6	7				
GRAND F-L		24.6	17.0	65	79	92				
GRAND F-S		115.5	108.1		120	250				
GRAND F-T		58.3	22.0	29	37	45				
DOUG FIR-L										
DOUG FIR-T		41.9	39.3	23	38	53				
LP PINE-T										
TOTAL		160.2	25.6	148	199	250	1,025	256	114	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		124.7	39.4	20	34	47				
PONDEROS-T		188.9	59.7	13	31	50				
GRAND F-L		231.8	73.2	2	7	12				
GRAND F-S		331.7	104.8		6	12				
GRAND F-T		192.1	60.7	13	34	54				
DOUG FIR-L		331.7	104.8		0	0				
DOUG FIR-T		331.7	104.8		7	14				
LP PINE-T		331.7	104.8		9	18				
TOTAL		69.8	22.0	99	127	155	214	53	24	

TC TSTATS				STATISTICS			PAGE	2		
PROJECT				COUGAR SV			DATE	12/23/2015		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	11E	24	COUGAR FIT	0005	52.80	11	39	S	W	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		62.8	19.8	71	89	107				
PONDEROS-T		185.4	58.6	8	20	31				
GRAND F-L		237.1	74.9	4	15	26				
GRAND F-S		331.7	104.8		10	20				
GRAND F-T		195.3	61.7	15	40	64				
DOUG FIR-L		331.7	104.8		5	10				
DOUG FIR-T		331.7	104.8		10	20				
LP PINE-T		331.7	104.8		5	10				
TOTAL		62.3	19.7	155	193	231	170	43	19	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		77.1	24.4	9,117	12,053	14,988				
PONDEROS-T		209.4	66.2	266	787	1,307				
GRAND F-L		259.3	81.9	278	1,534	2,791				
GRAND F-S		331.7	104.8		12	24				
GRAND F-T		212.2	67.0	991	3,007	5,022				
DOUG FIR-L		331.7	104.8		13	26				
DOUG FIR-T		331.7	104.8		329	675				
LP PINE-T		331.7	104.8		349	715				
TOTAL		94.5	29.8	12,686	18,083	23,480	392	98	44	
CL:	68.1 %	COEFF	NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		70.9	22.4	2,334	3,008	3,682				
PONDEROS-T		193.7	61.2	76	195	314				
GRAND F-L		249.2	78.7	113	529	946				
GRAND F-S		331.7	104.8		354	725				
GRAND F-T		200.1	63.2	397	1,081	1,764				
DOUG FIR-L		331.7	104.8		260	532				
DOUG FIR-T		331.7	104.8		245	501				
LP PINE-T		331.7	104.8		105	214				
TOTAL		77.2	24.4	4,368	5,776	7,184	261	65	29	

TC TSTATS		STATISTICS							PAGE	1
		PROJECT COUGAR SV							DATE	12/23/2015
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	13	COUGAR FIT	0003	86.80	9	46	S	W	
				TREES	ESTIMATED	PERCENT				
		PLOTS	TREES	PER PLOT	TOTAL	SAMPLE				
					TREES	TREES				
TOTAL		9	46	5.1						
CRUISE		9	46	5.1	13,124	.4				
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
PONDEROS-L	21	70.0	15.6	52	23.6	93.3	6,356	6,223	2,092	2,096
PONDEROS-T	10	34.8	15.3	53	11.4	44.4	3,040	2,972	976	975
GRAND F-L	5	11.8	18.6	63	5.2	22.2	2,039	2,002	689	689
GRAND F-T	8	31.7	14.3	52	9.4	35.6	3,334	3,056	1,026	1,022
DOUG FIR-L	1	1.7	22.0	73	0.9	4.4	471	471	149	149
DOUG FIR-T	1	1.3	25.0	54	0.9	4.4	209	209	131	131
TOTAL	46	151.2	15.7	53	51.5	204.4	15,449	14,933	5,062	5,062
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L	90.5	20.2		119	150	180				
PONDEROS-T	90.7	30.2		128	184	240				
GRAND F-L	47.3	23.5		153	200	247				
GRAND F-T	80.1	30.2		120	173	225				
DOUG FIR-L										
DOUG FIR-T										
TOTAL	79.3	11.7		150	170	189	251	63	28	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L	77.8	17.4		41	50	59				
PONDEROS-T	86.5	28.8		43	60	78				
GRAND F-L	49.0	24.4		52	69	86				
GRAND F-T	78.3	29.5		42	60	78				
DOUG FIR-L										
DOUG FIR-T										
TOTAL	72.5	10.7		52	58	64	210	52	23	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L	135.6	47.9		36	70	103				
PONDEROS-T	116.7	41.2		20	35	49				
GRAND F-L	173.5	61.2		5	12	19				
GRAND F-T	237.7	83.9		5	32	58				
DOUG FIR-L	300.0	105.9			2	3				
DOUG FIR-T	300.0	105.9			1	3				
TOTAL	86.2	30.4		105	151	197	333	83	37	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L	105.0	37.0		59	93	128				
PONDEROS-T	122.8	43.3		25	44	64				
GRAND F-L	158.7	56.0		10	22	35				
GRAND F-T	181.8	64.2		13	36	58				
DOUG FIR-L	300.0	105.9			4	9				
DOUG FIR-T	300.0	105.9			4	9				

TC TSTATS				STATISTICS				PAGE	2	
PROJECT				COUGAR SV				DATE	12/23/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	13	COUGAR FIT	0003	86.80	9	46	S	W	
CL:	68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
TOTAL		70.8	25.0	153	204	256	225	56	25	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		93.7	33.1	4,165	6,223	8,281				
PONDEROS-T		148.4	52.4	1,415	2,972	4,528				
GRAND F-L		165.9	58.6	830	2,002	3,175				
GRAND F-T		196.0	69.2	943	3,056	5,170				
DOUG FIR-L		300.0	105.9		471	971				
DOUG FIR-T		300.0	105.9		209	429				
TOTAL		82.9	29.2	10,566	14,933	19,300	308	77	34	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		97.4	34.4	1,375	2,096	2,816				
PONDEROS-T		146.0	51.5	473	975	1,478				
GRAND F-L		159.8	56.4	300	689	1,078				
GRAND F-T		177.5	62.6	382	1,022	1,662				
DOUG FIR-L		300.0	105.9		149	307				
DOUG FIR-T		300.0	105.9		131	270				
TOTAL		75.2	26.6	3,718	5,062	6,406	254	63	28	

TC TSTATS		STATISTICS							PAGE	1
		PROJECT COUGAR SV							DATE	12/23/2015
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	13	COUGAR FIT	00U4	112.80	21	66	S	W	
				TREES	ESTIMATED		PERCENT			
				PER PLOT	TOTAL		SAMPLE			
		PLOTS	TREES		TREES		TREES			
TOTAL		21	66	3.1						
CRUISE		19	66	3.5	9,081		.7			
DBH COUNT										
REFOREST										
COUNT										
BLANKS		2								
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
GRAND F-L	3	1.7	25.1	74	1.1	5.7	1,123	966	239	239
GRAND F-S	2	1.2	24.4	75	0.8	3.8	545	505	140	140
GRAND F-T	32	51.1	14.8	70	15.9	61.0	6,283	5,462	1,844	1,843
PONDEROS-L	5	3.8	21.4	72	2.1	9.5	1,172	1,172	274	274
PONDEROS-S	7	5.4	21.2	61	2.9	13.3	1,474	1,332	357	356
PONDEROS-T	17	17.3	18.5	65	7.5	32.4	3,271	2,844	841	841
TOTAL	66	80.5	16.9	69	30.6	125.7	13,867	12,280	3,695	3,694
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		76.1	52.6	439	927	1,414				
GRAND F-S		53.4	50.0	225	450	675				
GRAND F-T		76.0	13.4	133	153	174				
PONDEROS-L		78.1	38.8	345	564	783				
PONDEROS-S		75.8	30.8	318	460	602				
PONDEROS-T		73.6	18.4	207	254	300				
TOTAL		105.8	13.0	250	287	324	447	112	50	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		71.3	49.3	110	218	325				
GRAND F-S		28.0	26.2	90	122	154				
GRAND F-T		67.3	11.9	47	53	59				
PONDEROS-L		70.4	35.0	80	123	166				
PONDEROS-S		63.5	25.9	83	112	141				
PONDEROS-T		54.6	13.6	61	70	80				
TOTAL		82.8	10.2	71	79	87	274	68	30	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		299.4	66.9	1	2	3				
GRAND F-S		318.4	71.2	0	1	2				
GRAND F-T		129.0	28.8	36	51	66				
PONDEROS-L		257.8	57.6	2	4	6				
PONDEROS-S		211.9	47.4	3	5	8				
PONDEROS-T		154.9	34.6	11	17	23				
TOTAL		97.7	21.8	63	81	98	401	100	45	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		251.0	56.1	3	6	9				
GRAND F-S		315.8	70.6	1	4	6				
GRAND F-T		111.0	24.8	46	61	76				
PONDEROS-L		294.1	65.7	3	10	16				
PONDEROS-S		173.2	38.7	8	13	18				
PONDEROS-T		144.2	32.2	22	32	43				

TC TSTATS				STATISTICS				PAGE	2	
PROJECT				COUGAR SV				DATE	12/23/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	13	COUGAR FIT	00U4	112.80	21	66	S	W	
CL:	68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
TOTAL		83.1	18.6	102	126	149	290	73	32	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		276.6	61.8	369	966	1,562				
GRAND F-S		328.1	73.3	135	505	876				
GRAND F-T		118.8	26.6	4,011	5,462	6,913				
PONDEROS-L		367.3	82.1	210	1,172	2,133				
PONDEROS-S		210.2	47.0	706	1,332	1,958				
PONDEROS-T		161.9	36.2	1,815	2,844	3,873				
TOTAL		88.3	19.7	9,855	12,280	14,704	327	82	36	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
GRAND F-L		259.0	57.9	101	239	377				
GRAND F-S		316.9	70.8	41	140	239				
GRAND F-T		117.2	26.2	1,360	1,843	2,326				
PONDEROS-L		334.5	74.8	69	274	480				
PONDEROS-S		186.9	41.8	208	356	505				
PONDEROS-T		153.2	34.2	553	841	1,128				
TOTAL		87.4	19.5	2,972	3,694	4,415	321	80	36	

TC TSTATS		STATISTICS							PAGE	1
		PROJECT COUGAR SV					DATE	12/23/2015		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	18	COUGAR FIT	00U1	73.50	7	35	S	W	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		7	35	5.0						
CRUISE		7	35	5.0	4,962	.7				
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
PONDEROS-L	8	14.6	17.0	55	5.5	22.9	1,631	1,604	489	489
PONDEROS-T	14	35.0	14.5	60	10.5	40.0	2,962	2,865	806	806
GRAND F-L	3	1.5	31.9	79	1.5	8.6	1,262	1,141	329	329
GRAND F-T	9	15.9	17.2	65	6.2	25.7	2,823	2,745	798	798
DOUG FIR-L	1	.5	31.0	72	0.5	2.9	327	305	94	94
TOTAL	35	67.5	16.5	61	24.6	100.0	9,006	8,661	2,516	2,516
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		89.7	33.8	103	156	209				
PONDEROS-T		101.1	28.0	107	149	191				
GRAND F-L		51.4	35.6	496	770	1,044				
GRAND F-T		69.9	24.7	186	247	308				
DOUG FIR-L										
TOTAL		103.2	17.4	199	241	283	426	106	47	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		79.2	29.9	32	45	59				
PONDEROS-T		88.5	24.5	30	40	50				
GRAND F-L		26.0	18.0	178	217	256				
GRAND F-T		65.9	23.3	55	71	88				
DOUG FIR-L										
TOTAL		94.9	16.0	57	68	79	359	90	40	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		163.1	66.4	5	15	24				
PONDEROS-T		134.2	54.6	16	35	54				
GRAND F-L		125.9	51.2	1	2	2				
GRAND F-T		132.7	54.0	7	16	24				
DOUG FIR-L		264.6	107.7		1	1				
TOTAL		53.4	21.7	53	68	82	132	33	15	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		146.7	59.7	9	23	36				
PONDEROS-T		108.0	44.0	22	40	58				
GRAND F-L		124.7	50.8	4	9	13				
GRAND F-T		116.4	47.3	14	26	38				
DOUG FIR-L		264.6	107.7		3	6				
TOTAL		23.1	9.4	91	100	109	25	6	3	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		140.6	57.2	686	1,604	2,522				

TC TSTATS				STATISTICS				PAGE	2	
PROJECT				COUGAR SV				DATE	12/23/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	18	COUGAR FIT	00U1	73.50	7	35	S	W	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-T		100.6	40.9	1,692	2,865	4,038				
GRAND F-L		135.8	55.3	511	1,141	1,772				
GRAND F-T		116.7	47.5	1,441	2,745	4,049				
DOUG FIR-L		264.6	107.7		305	634				
TOTAL		32.5	13.2	7,515	8,661	9,807	49	12	5	
CL:	68.1 %	COEFF	NET CUFT FT/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		143.4	58.4	203	489	774				
PONDEROS-T		96.8	39.4	488	806	1,123				
GRAND F-L		126.1	51.3	160	329	498				
GRAND F-T		114.2	46.5	427	798	1,170				
DOUG FIR-L		264.6	107.7		94	196				
TOTAL		28.3	11.5	2,226	2,516	2,806	37	9	4	

TC TSTATS				STATISTICS				PAGE	1	
PROJECT				COUGAR SV				DATE	12/23/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	18	COUGAR FIT	00U2	541.00	54	194	S	W	
				TREES	ESTIMATED		PERCENT			
				PER PLOT	TOTAL		SAMPLE			
					TREES		TREES			
TOTAL		54	194	3.6						
CRUISE		51	194	3.8	21,315		.9			
DBH COUNT										
REFOREST										
COUNT										
BLANKS		3								
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
PONDEROS-L	107	16.8	20.8	66	8.7	39.6	4,032	3,972	1,109	1,109
PONDEROS-S	3	1.0	14.0	28	0.3	1.1	24		8	8
PONDEROS-T	65	16.2	16.5	56	5.9	24.1	1,841	1,779	559	559
GRAND F-L	1	.2	18.0	60	0.1	.4	29	29	10	10
GRAND F-T	12	3.6	15.1	57	1.1	4.4	347	328	129	129
DOUG FIR-L	2	.5	16.9	42	0.2	.7	47	44	18	18
DOUG FIR-T	3	.9	15.2	53	0.3	1.1	81	81	29	29
LP PINE-T	1	.3	16.0	61	0.1	.4	29	27	11	11
TOTAL	194	39.4	18.3	59	16.8	71.9	6,430	6,260	1,874	1,874
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF		SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		115.8	11.2	393	443	492				
PONDEROS-S										
PONDEROS-T		102.3	12.7	161	184	208				
GRAND F-L										
GRAND F-T		64.8	19.5	113	141	168				
DOUG FIR-L		122.6	114.8		225	483				
DOUG FIR-T		58.3	40.4	70	117	164				
LP PINE-T										
TOTAL		131.2	9.4	290	320	350	688	172	76	
CL:	68.1 %	COEFF		SAMPLE TREES - CF			# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		90.2	8.7	101	110	120				
PONDEROS-S		173.2	119.8		11	23				
PONDEROS-T		76.3	9.5	49	55	60				
GRAND F-L										
GRAND F-T		65.0	19.6	47	58	69				
DOUG FIR-L		118.6	111.1		90	190				
DOUG FIR-T		57.6	39.8	25	41	57				
LP PINE-T										
TOTAL		98.6	7.1	79	85	91	388	97	43	
CL:	68.1 %	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		98.4	13.4	15	17	19				
PONDEROS-S		430.8	58.6	0	1	2				
PONDEROS-T		148.4	20.2	13	16	19				
GRAND F-L		734.8	99.9	0	0	0				
GRAND F-T		361.5	49.2	2	4	5				
DOUG FIR-L		627.3	85.3	0	0	1				
DOUG FIR-T		606.7	82.5	0	1	2				
LP PINE-T		734.8	99.9	0	0	1				
TOTAL		89.9	12.2	35	39	44	323	81	36	

TC TSTATS				STATISTICS			PAGE	2		
PROJECT				COUGAR SV			DATE	12/23/2015		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
07N	12E	18	COUGAR FIT	00U2	541.00	54	194	S	W	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		72.4	9.8	36	40	44				
PONDEROS-S		416.2	56.6	0	1	2				
PONDEROS-T		117.9	16.0	20	24	28				
GRAND F-L		734.8	99.9	0	0	1				
GRAND F-T		334.8	45.5	2	4	6				
DOUG FIR-L		514.7	70.0	0	1	1				
DOUG FIR-T		543.6	73.9	0	1	2				
LP PINE-T		734.8	99.9	0	0	1				
TOTAL		55.5	7.6	66	72	77	123	31	14	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		74.7	10.2	3,569	3,972	4,376				
PONDEROS-S										
PONDEROS-T		127.4	17.3	1,471	1,779	2,088				
GRAND F-L		734.8	99.9	0	29	59				
GRAND F-T		348.0	47.3	173	328	484				
DOUG FIR-L		566.0	77.0	10	44	77				
DOUG FIR-T		535.8	72.9	22	81	139				
LP PINE-T		734.8	99.9	0	27	53				
TOTAL		57.6	7.8	5,770	6,260	6,751	133	33	15	
CL:	68.1 %	COEFF	NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
PONDEROS-L		70.5	9.6	1,003	1,109	1,215				
PONDEROS-S		734.8	99.9	0	8	17				
PONDEROS-T		118.0	16.0	469	559	648				
GRAND F-L		734.8	99.9	0	10	21				
GRAND F-T		347.1	47.2	68	129	190				
DOUG FIR-L		548.8	74.6	5	18	32				
DOUG FIR-T		533.4	72.5	8	29	49				
LP PINE-T		734.8	99.9	0	11	23				
TOTAL		56.5	7.7	1,730	1,874	2,018	127	32	14	

Species Summary - Trees, Logs, Tons, CCF, MBF

T07N R11E S06 Ty0006	40.5
T07N R11E S24 Ty0005	52.8
T07N R12E S18 Ty000U	541.0

Project COUGARSV
Acres 907.40

Page No 1
Date: 12/23/2015
Time 10:54:16AM

Species	s T	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
		Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
PONDEROS	L	18,540	35,352	24,883	55.94	29.34	1.24	10,368	10,371	3,762	3,669
PONDEROS	T	19,157	30,458	13,960	30.36	19.09	0.89	5,817	5,816	1,979	1,880
GRAND F	T	17,175	29,566	17,697	35.93	20.87	0.82	6,177	6,171	1,993	1,732
GRAND F	L	3,431	5,966	5,911	60.11	34.57	1.35	2,063	2,063	711	610
PONDEROS	S	1,278	1,588	1,201	39.22	31.57	1.34	501	501	185	150
DOUG FIR	L	453	697	1,240	96.10	62.45	1.97	435	435	161	88
DOUG FIR	T	948	1,535	1,132	41.90	25.87	1.02	397	397	81	79
GRAND F	S	438	693	983	78.65	49.73	1.34	343	345	128	58
LP PINE	T	604	748	283	19.25	15.55	0.47	118	116	34	33
Totals		62,025	106,603	67,290	42.27	24.59	1.03	26,219	26,215	9,034	8,298

Wood Type Species	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
C	62,025	106,603	67,290	42.27	24.59	1.03	26,219	26,215	9,034	8,298
Totals	62,025	106,603	67,290	42.27	24.59	1.03	26,219	26,215	9,034	8,298

Log Stock Table - MBF

T07N R11E S06 Ty0006
 THRU
 T07N R12E S18 Ty00U2

Project: COUGARSV
Acres 907.40

Page 4
Date 12/23/2015
Time 9:38:06AM

Spp	S T	So Gr rt de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches										
								2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39
PP	L	DM 6S	24	6		6	.2			6								
PP	L	DM 6S	29	11		11	.3			11								
PP	L	DM 6S	35	22		22	.6			22								
PP	L	DM 6S	40	19	11.5	17	.5			5			12					
PP	L	DM UT	8	5		5	.1			4	1							
PP	L	DM UT	9	1		1	.0			1								
PP	L	DM UT	10	4		4	.1			2	1	1						
PP	L	DM UT	11	2		2	.0				2							
PP		Totals		3,762	2.5	3,669	44.2			626	389	470	292	459	421	605	291	117
PP	T	DM 4S	16	3	25.0	2	.1				2							
PP	T	DM 4S	24	7		7	.4					7						
PP	T	DM 4S	32	602	4.8	574	30.5					21	171	142	240			
PP	T	DM 4S	40	23		23	1.2								23			
PP	T	DM 5S	8	4		4	.2			4								
PP	T	DM 5S	9	3		3	.2			3								
PP	T	DM 5S	10	3		3	.1			3								
PP	T	DM 5S	11	11	37.0	7	.4			7								
PP	T	DM 5S	12	24	16.2	20	1.1			20								
PP	T	DM 5S	13	1		1	.0				1							
PP	T	DM 5S	14	21		21	1.1			20	1							
PP	T	DM 5S	16	37		37	2.0			33		4						
PP	T	DM 5S	17	17	7.2	16	.8			10		6						
PP	T	DM 5S	18	16		16	.8			9	1	5						
PP	T	DM 5S	19	26		26	1.4			26								
PP	T	DM 5S	20	30		30	1.6			26	4							
PP	T	DM 5S	21	18		18	1.0			16	2							
PP	T	DM 5S	22	14	18.8	11	.6			11								
PP	T	DM 5S	23	2		2	.1			2								
PP	T	DM 5S	24	17		17	.9			17								
PP	T	DM 5S	25	3		3	.1				3							
PP	T	DM 5S	26	15		15	.8			15								
PP	T	DM 5S	27	8		8	.4			8								
PP	T	DM 5S	28	11		11	.6			11								
PP	T	DM 5S	29	11		11	.6			11								
PP	T	DM 5S	30	15		15	.8			15								
PP	T	DM 5S	31	16	78.7	3	.2			3								
PP	T	DM 5S	32	288	6.2	270	14.4			53	134	84						

Log Stock Table - MBF

T07N R11E S06 Ty0006
 THRU
 T07N R12E S18 Ty00U2

Project: COUGARSV
Acres 907.40

Page 6
Date 12/23/2015
Time 9:38:06AM

Spp	S T	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches													
									2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+		
LP		Totals			34	4.2	33	.4		20		13										
DF	L	DM	2S	40	132	46.9	70	79.8					35		34					0	0	
DF	L	DM	3S	30	5		5	6.0				5										
DF	L	DM	3S	31	6		6	6.7			6											
DF	L	DM	3S	40	12	99.3	0	.1												0		
DF	L	DM	4S	23	7		7	7.4			7											
DF		Totals			161	45.5	88	1.1			12	5		35		34				0	0	0
DF	T	DM	3S	40	56	2.6	55	69.4			9	15	31									
DF	T	DM	4S	19	4		4	5.5			4											
DF	T	DM	4S	30	9		9	10.8			9											
DF	T	DM	4S	31	10		10	12.9			10											
DF	T	DM	UT	11	1		1	1.4			1											
DF		Totals			81	1.8	79	1.0			33	15	31									
Total		All Species			9,034	8.1	8,298	100.0			20	2043	1020	942	1078	956	1013	793	316	117	0	

TC		PSTNDSUM											Stand Table Summary			Page	1
															Date:	12/23/2015	
T07N R11E S06 Ty0006 THRU T07N R12E S18 Ty00U2					Project				COUGARSV			Time:	11:35:35AM				
					Acres				907.40			Grown Year:					
S Spc	T	Sample		Tot		Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'	Av Ht				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF	
PPL		10	1	75	47	.735	.43	.73	4.6	20.0	.08	3	15	74	31	13	
PPL		11	5	76	45	2.698	1.78	3.03	6.3	26.7	.45	19	81	409	173	73	
PPL		12	1	65	55	.541	.43	.54	7.4	20.0	.10	4	11	87	36	10	
PPL		13	2	77	59	.491	.45	.74	9.7	33.1	.17	7	25	157	66	22	
PPL		14	10	75	70	2.318	2.49	4.64	10.6	29.7	1.18	49	138	1,073	447	125	
PPL		15	8	77	70	1.909	2.33	3.58	13.2	35.5	1.14	47	127	1,033	431	115	
PPL		16	9	80	74	1.625	2.27	3.25	15.4	40.6	1.20	50	132	1,090	454	120	
PPL		17	10	78	73	1.408	2.22	2.82	18.0	54.0	1.21	51	152	1,102	459	138	
PPL		18	10	80	82	1.534	2.71	3.07	21.7	67.1	1.60	67	206	1,451	604	187	
PPL		19	8	75	79	1.214	2.39	2.21	26.9	73.1	1.43	60	162	1,298	541	147	
PPL		20	11	79	86	1.212	2.64	2.53	27.9	85.6	1.69	71	216	1,534	640	196	
PPL		21	1	79	96	.092	.22	.18	34.7	110.0	.15	6	20	139	58	18	
PPL		22	6	78	92	.579	1.53	1.24	35.2	109.3	1.05	44	136	954	397	123	
PPL		23	6	80	92	.530	1.53	1.14	38.2	115.6	1.04	43	131	945	394	119	
PPL		24	6	80	90	.487	1.53	1.04	41.0	127.7	1.03	43	133	933	389	121	
PPL		25	5	77	94	.324	1.10	.71	43.5	136.4	.74	31	97	674	281	88	
PPL		26	7	79	103	.493	1.82	1.16	47.8	158.1	1.33	55	184	1,208	503	167	
PPL		27	4	79	85	.274	1.09	.65	44.8	145.6	.70	29	95	637	266	86	
PPL		28	5	80	101	.306	1.31	.71	57.3	197.7	.98	41	141	888	370	128	
PPL		29	2	79	110	.100	.46	.25	60.9	236.6	.37	15	59	333	139	54	
PPL		30	6	84	105	.270	1.32	.81	52.1	215.0	1.01	42	174	919	383	158	
PPL		31	6	83	107	.271	1.42	.63	72.6	294.1	1.09	45	184	989	412	167	
PPL		32	3	84	117	.121	.68	.36	65.0	315.5	.57	24	115	515	215	104	
PPL		33	3	83	117	.114	.68	.34	67.0	315.6	.55	23	108	500	208	98	
PPL		34	4	83	128	.151	.95	.50	71.9	326.3	.86	36	162	779	325	147	
PPL		35	2	81	130	.066	.44	.20	84.9	361.7	.40	17	72	367	153	65	
PPL		36	1	77	137	.041	.29	.12	91.9	366.7	.27	11	45	245	102	41	
PPL		37	3	80	129	.098	.73	.29	92.8	390.9	.65	27	115	593	247	104	
PPL		38	3	82	143	.093	.73	.38	78.1	377.7	.71	30	143	645	269	130	
PPL		40	5	77	143	.151	1.32	.49	107.2	451.5	1.25	52	220	1,137	474	200	
PPL		41	1	80	130	.024	.22	.07	115.2	493.3	.20	8	36	181	76	32	
PPL		42	1	78	158	.030	.29	.12	103.5	467.5	.30	12	56	270	113	51	
PPL		43	1	91	119	.022	.22	.07	125.5	706.7	.20	8	46	180	75	42	
PPL		48	1	77	151	.023	.29	.05	235.2	1110.0	.26	11	51	235	98	46	
PPL		50	2	78	158	.037	.51	.15	147.3	626.0	.53	22	93	479	200	85	
PPL		53	1	74	136	.020	.30	.06	193.0	563.3	.28	11	34	250	104	30	
PPL		55	1	81	170	.017	.29	.05	258.6	1293.3	.33	14	68	295	123	61	
PPL		60	1	74	178	.015	.29	.04	297.7	1393.3	.31	13	61	285	119	56	
PPL		Totals	162	77	76	20.432	41.69	38.96	29.3	103.8	27.42	1,143	4,043	24,883	10,371	3,669	
PPT		9	1	77	41	.688	.30	.69	2.5	10.0	.04	2	7	37	15	6	
PPT		10	6	75	58	2.657	1.50	3.16	4.0	15.8	.30	13	50	269	114	45	
PPT		11	10	74	51	4.140	2.69	4.14	6.8	25.6	.68	28	106	616	257	96	
PPT		12	7	74	60	2.574	2.02	3.94	6.8	22.1	.65	27	87	591	245	79	
PPT		13	5	76	71	1.280	1.14	2.04	9.0	24.1	.44	18	49	402	166	45	
PPT		14	5	75	69	1.142	1.20	2.08	11.3	31.0	.56	23	64	510	213	58	
PPT		15	4	82	71	.720	.88	1.08	17.6	61.7	.46	19	67	415	172	60	
PPT		16	6	77	66	1.129	1.58	1.95	16.6	47.5	.78	32	93	706	294	84	
PPT		17	5	72	62	.707	1.11	.99	24.0	47.1	.58	24	47	522	217	42	
PPT		18	8	76	71	1.000	1.77	1.87	21.1	46.7	.95	40	87	862	360	79	
PPT		19	8	77	81	.913	1.80	1.60	28.0	81.3	1.08	45	130	976	406	118	
PPT		20	4	77	81	.415	.90	.83	27.2	83.0	.54	23	69	491	205	62	
PPT		21	7	78	85	.716	1.72	1.53	30.3	93.1	1.11	46	142	1,009	420	129	
PPT		22	8	83	89	.693	1.83	1.57	31.3	105.7	1.18	49	166	1,071	446	151	

TC		PSTNDSUM											Stand Table Summary			Page	2
															Date:	12/23/2015	
T07N R11E S06 Ty0006 THRU T07N R12E S18 Ty00U2					Project		COUGARSV					Time:	11:35:35AM				
					Acres		907.40					Grown Year:					
S Spc	T	Sample		Tot		Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'	Av Ht				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF	
PPT		23	6	81	102	.470	1.36	1.18	35.4	126.6	1.00	42	150	910	379	136	
PPT		24	5	79	95	.492	1.54	1.19	37.6	108.2	1.08	45	129	981	408	117	
PPT		25	8	80	101	.675	2.30	1.81	40.0	137.8	1.74	73	250	1,578	658	227	
PPT		26	5	84	105	.302	1.11	.85	41.9	172.1	.85	35	146	772	322	132	
PPT		27	1	77	107	.056	.22	.11	64.1	215.0	.17	7	24	155	65	22	
PPT		28	2	87	107	.103	.44	.31	46.2	211.7	.34	14	66	312	130	60	
PPT		29	4	83	106	.241	1.10	.63	56.6	228.7	.86	36	144	776	323	131	
PPT	Totals	115	76	67		21.112	28.54	33.57	19.1	61.7	15.38	641	2,072	13,960	5,816	1,880	
GFT		9	3	79	35	2.344	1.03	2.34	5.6	20.0	.37	13	47	340	119	43	
GFT		10	4	79	55	2.160	1.19	3.36	6.7	26.1	.64	23	88	584	205	80	
GFT		11	5	79	66	1.843	1.15	2.97	8.7	31.3	.74	26	93	668	233	84	
GFT		12	9	82	69	2.905	2.24	5.33	10.3	33.1	1.57	55	176	1,425	497	160	
GFT		13	4	79	75	1.121	1.03	1.93	14.7	43.9	.81	28	85	739	257	77	
GFT		14	2	72	60	.482	.52	.69	18.6	43.1	.37	13	30	336	117	27	
GFT		15	7	82	70	1.731	2.09	3.46	15.9	42.6	1.59	55	148	1,446	501	134	
GFT		16	6	79	70	1.102	1.52	1.78	23.3	56.6	1.19	42	101	1,078	377	91	
GFT		17	5	80	77	.819	1.29	1.45	26.8	73.5	1.11	39	106	1,006	351	96	
GFT		18	6	78	79	.959	1.70	1.58	32.2	77.3	1.47	51	122	1,329	463	111	
GFT		19	4	74	80	.541	1.07	1.08	30.6	79.2	.95	33	86	863	301	78	
GFT		20	6	82	97	.679	1.48	1.68	31.5	84.4	1.52	53	142	1,383	482	129	
GFT		21	3	81	97	.401	.97	.90	40.2	114.8	1.04	36	103	942	329	94	
GFT		22	4	78	96	.347	.92	.87	38.2	103.2	.95	33	90	865	303	82	
GFT		23	5	79	97	.417	1.20	.92	47.2	116.4	1.24	43	107	1,127	393	97	
GFT		24	5	83	97	.478	1.50	.96	57.8	166.5	1.58	55	159	1,434	501	144	
GFT		25	2	85	90	.142	.47	.28	58.2	184.2	.47	16	52	430	150	47	
GFT		26	2	82	110	.145	.54	.37	56.3	165.4	.60	21	62	545	190	56	
GFT		27	3	82	101	.211	.84	.42	76.3	192.2	.92	32	81	838	292	74	
GFT		28	1	78	70	.099	.43	.20	61.9	155.0	.35	12	31	320	112	28	
GFT	Totals	86	80	69		18.928	23.18	32.58	20.9	58.6	19.50	680	1,908	17,697	6,171	1,732	
GFL		7	1	79	23	1.105	.30	1.10	2.1	10.0	.07	2	11	60	21	10	
GFL		11	1	74	60	.436	.30	.87	8.1	25.0	.20	7	22	184	64	20	
GFL		15	1	82	58	.346	.43	.69	14.2	30.0	.28	10	21	256	90	19	
GFL		16	1	81	90	.304	.43	.61	22.2	75.0	.39	14	46	352	123	41	
GFL		18	1	80	74	.125	.22	.25	24.5	70.0	.18	6	17	159	56	16	
GFL		19	2	77	71	.273	.52	.55	27.4	67.7	.43	15	37	389	136	34	
GFL		20	1	80	107	.132	.29	.26	41.8	120.0	.32	11	32	286	100	29	
GFL		21	3	84	94	.473	1.14	.95	42.3	134.5	1.15	40	127	1,042	363	115	
GFL		25	1	75	79	.125	.43	.25	55.5	140.0	.40	14	35	360	126	32	
GFL		30	2	81	109	.095	.47	.24	82.5	321.0	.57	20	77	513	179	70	
GFL		31	2	80	99	.116	.61	.23	99.5	302.5	.66	23	70	600	209	64	
GFL		32	2	78	101	.096	.54	.19	106.0	180.4	.58	20	35	529	184	31	
GFL		33	1	78	109	.051	.30	.10	116.9	335.0	.34	12	34	311	109	31	
GFL		34	1	84	120	.037	.23	.11	93.4	400.0	.29	10	44	267	93	40	
GFL		37	1	87	133	.032	.24	.10	120.1	490.0	.33	11	47	297	104	42	
GFL		40	1	70	104	.035	.30	.07	169.0	265.0	.34	12	18	305	107	17	
GFL	Totals	22	79	65		3.782	6.74	6.57	34.6	102.3	6.51	227	672	5,911	2,063	610	
PPS		12	1	77	17	.281	.22										
PPS		13	1	77	56	.278	.24	.56	6.8	20.0	.09	4	11	83	35	10	
PPS		15	1	78	28	.180	.22										
PPS		16	1	78	82	.158	.22	.16	32.0		.12	5		109	46		
PPS		18	1	84	65	.134	.24	.13	31.0		.10	4		91	38		

TC		PSTNDSUM		Stand Table Summary								Page		3		
												Date:		12/23/2015		
T07N R11E S06 Ty0006 THRU T07N R12E S18 Ty00U2				Project				COUGARSV				Time:		11:35:35AM		
				Acres				907.40				Grown Year:				
S Spc	T	Sample DBH	Trees	FF 16'	Av Ht	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals		
									Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
PPS		22	1	70	48	.115	.30	.12	51.0		.14	6		127	53	
PPS		24	1	87	90	.074	.24	.22	29.0	110.0	.15	6	24	141	59	22
PPS		28	2	83	107	.111	.47	.33	45.6	198.3	.36	15	66	330	137	60
PPS		33	1	78	109	.040	.24	.12	61.8	260.0	.18	7	31	161	67	28
PPS		34	1	81	107	.038	.24	.11	65.4	293.3	.18	7	33	161	67	30
PPS		Totals	11	78	56	1.408	2.62	1.75	31.6	94.6	1.32	55	166	1,201	501	150
DFL		13	1	62	42	.240	.22	.24	14.6	30.0	.10	3	7	90	32	7
DFL		22	1	81	90	.161	.43	.32	44.3	140.0	.41	14	45	369	129	41
DFL		30	1	72	89	.045	.22	.09	82.9	210.0	.21	7	19	193	68	17
DFL		31	1	81	89	.044	.23	.09	86.7	280.0	.22	8	25	198	69	22
DFL		75	1	75	178	.009	.29	.03	536.3	26.7	.43	15	1	391	137	1
DFL		Totals	5	71	68	.499	1.39	.77	62.4	125.8	1.37	48	97	1,240	435	88
DFT		12	1	74	52	.281	.22	.56	7.6	20.0	.12	4	11	111	39	10
DFT		15	1	62	47	.235	.29	.23	26.6	40.0	.18	6	9	161	57	9
DFT		17	1	82	80	.140	.22	.28	23.2	70.0	.19	7	20	168	59	18
DFT		18	1	66	67	.163	.29	.16	49.0	60.0	.23	8	10	206	72	9
DFT		20	1	78	76	.101	.22	.20	30.8	85.0	.18	6	17	161	57	16
DFT		25	1	64	65	.125	.43	.25	50.3	80.0	.36	13	20	324	114	18
DFT		Totals	6	70	61	1.045	1.66	1.69	25.9	51.5	1.25	44	87	1,132	397	79
GFS		14	1	79	47	.269	.29	.27	22.0		.17	6		151	54	
GFS		23	1	83	87	.082	.24	.16	48.9	140.0	.23	8	23	209	73	21
GFS		26	1	90	103	.064	.24	.13	72.9	310.0	.27	9	40	243	85	36
GFS		28	1	80	153	.067	.29	.20	72.7	3.3	.42	15	1	380	133	1
GFS		Totals	4	81	76	.483	1.05	.76	49.7	83.1	1.08	38	63	983	345	58
LPT		10	1	81	54	.508	.29	.51	12.0	40.0	.15	6	20	136	55	18
LPT		16	1	77	75	.158	.22	.32	21.3	50.0	.16	7	16	148	61	14
LPT		Totals	2	80	59	.666	.51	.82	15.6	43.8	.31	13	36	283	116	33
Totals			413	78	70	68.354	107.38	117.48	24.6	77.8	74.16	2,889	9,145	67,290	26,215	8,298

TC		Stand Table Summary														
TSTNDSUM		Project COUGARSV														
T07N R11E S06 T0006											T07N R11E S06 T0006					
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1				
07N	11E	06	COUGAR FIT		0006	40.50	8	33			Date:	12/23/2011				
											Time:	11:35:35AM				
Spc	S T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
GF	T	9	2	78	40	31.893	13.61	31.89	5.5	20.0	5.01	175	638	203	71	26
GF	T	10	1	78	37	12.479	6.81	12.48	8.0	30.0	2.78	100	374	113	40	15
GF	T	12	1	79	42	9.274	6.81	9.27	11.6	30.0	3.07	107	278	124	43	11
GF	T	15	1	79	60	5.546	6.81	11.09	14.0	25.0	4.52	155	277	183	63	11
GF	T	16	1	79	56	4.875	6.81	4.87	32.0	50.0	4.45	156	244	180	63	10
GF	T	17	1	78	74	4.318	6.81	4.32	44.0	60.0	5.47	190	259	221	77	10
GF	T	18	1	78	67	3.852	6.81	3.85	48.0	80.0	5.32	185	308	215	75	12
GF	T	19	1	78	83	3.457	6.81	6.91	31.5	90.0	6.25	218	622	253	88	25
GF	T	20	1	78	80	3.120	6.81	6.24	35.0	80.0	6.32	218	499	256	88	20
GF	T	21	1	81	83	2.830	6.81	5.66	40.6	85.0	6.55	230	481	265	93	19
GF	T	23	1	77	100	2.359	6.81	4.72	54.5	125.0	7.40	257	590	300	104	24
GF	T	24	2	83	103	4.333	13.61	8.67	59.7	150.0	14.81	518	1,300	600	210	53
GF	T	26	1	83	120	1.846	6.81	5.54	52.0	130.0	8.25	288	720	334	117	29
GF	T	27	2	81	102	3.424	13.61	6.85	77.5	162.5	15.21	530	1,113	616	215	45
GF		Totals	17	79	57	93.604	115.71	122.36	27.2	63.0	95.41	3,328	7,703	3,864	1,348	312
GF	L	7	1	79	23	24.755	6.81	24.76	2.1	10.0	1.48	52	248	60	21	10
GF	L	11	1	74	60	9.773	6.81	19.55	8.1	25.0	4.54	158	489	184	64	20
GF	L	31	2	80	99	2.597	13.61	5.19	99.5	302.5	14.81	517	1,571	600	209	64
GF	L	32	1	74	107	1.219	6.81	2.44	110.5	55.0	7.72	269	134	313	109	5
GF	L	33	1	78	109	1.146	6.81	2.29	116.9	335.0	7.69	268	768	311	109	31
GF	L	40	1	70	104	.780	6.81	1.56	169.0	265.0	7.54	264	413	305	107	17
GF		Totals	7	77	43	40.270	47.64	55.78	27.4	64.9	43.77	1,527	3,623	1,773	619	147
PP	L	31	1	78	115	1.299	6.81	2.60	85.8	270.0	5.36	223	701	217	90	28
PP	L	40	1	75	129	.780	6.81	2.34	106.4	360.0	5.99	249	842	242	101	34
PP	L	53	1	74	136	.444	6.81	1.33	193.0	563.3	6.18	257	751	250	104	30
PP		Totals	3	76	123	2.523	20.42	6.27	116.3	365.9	17.53	729	2,294	710	295	93
PP	T	9	1	77	41	15.406	6.81	15.41	2.5	10.0	.91	38	154	37	15	6
PP	T	14	1	77	72	6.847	6.81	13.69	10.4	30.0	3.42	142	411	138	58	17
PP	T	21	2	79	82	5.659	13.61	11.32	31.8	97.5	8.63	360	1,104	350	146	45
PP	T	25	1	75	93	1.997	6.81	3.99	52.1	120.0	4.98	208	479	202	84	19
PP		Totals	5	77	59	29.909	34.03	44.41	16.8	48.4	17.94	748	2,148	727	303	87
PP	S	22	1	70	48	2.578	6.81	2.58	51.0		3.15	131		127	53	
PP		Totals	1	70	48	2.578	6.81	2.58	51.0		3.15	131		127	53	
Totals			33	78	55	168.885	224.61	231.41	27.9	68.1	177.79	6464	15,768	7,201	2,618	639

TC		Stand Table Summary														
TSTNDSUM		Project COUGARSV														
T07N R11E S24 T0005										T07N R11E S24 T0005						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page:	1							
07N	11E	24	COUGAR FIT	0005	52.80	11	39	Date:	12/23/2015							
								Time:	11:35:35AM							
Spc	S T	Sample		Av		Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals		
		DBH	Trees	16'	Tot				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
PP	L	11	1	77	43	7.501	4.95	7.50	6.9	30.0	1.24	52	225	66	27	12
PP	L	14	1	78	76	4.630	4.95	9.26	11.3	35.0	2.51	105	324	133	55	17
PP	L	15	2	77	60	8.067	9.90	12.10	15.4	40.0	4.46	186	484	236	98	26
PP	L	16	1	79	72	3.545	4.95	7.09	15.0	30.0	2.54	106	213	134	56	11
PP	L	18	1	77	99	2.801	4.95	5.60	23.9	75.0	3.21	134	420	170	71	22
PP	L	26	1	78	106	1.343	4.95	2.69	58.1	180.0	3.75	156	483	198	82	26
PP	L	34	1	84	155	.785	4.95	3.14	69.4	327.5	5.22	218	1,028	276	115	54
PP	L	36	1	77	137	.700	4.95	2.10	91.9	366.7	4.63	193	770	245	102	41
PP	L	37	1	75	137	.663	4.95	1.99	94.5	366.7	4.51	188	729	238	99	39
PP	L	38	1	77	165	.629	4.95	3.14	69.5	314.0	5.25	218	987	277	115	52
PP	L	40	2	76	141	1.134	9.90	3.97	97.7	398.6	9.30	388	1,583	491	205	84
PP	L	42	1	78	158	.514	4.95	2.06	103.5	467.5	5.11	213	962	270	113	51
PP	L	48	1	77	151	.394	4.95	.79	235.2	1110.0	4.45	185	874	235	98	46
PP	L	50	1	75	158	.363	4.95	1.45	143.3	517.5	4.99	208	751	264	110	40
PP	L	55	1	81	170	.300	4.95	.90	258.6	1293.3	5.59	233	1,164	295	123	61
PP	L	60	1	74	178	.252	4.95	.76	297.7	1393.3	5.40	225	1,054	285	119	56
PP		Totals	18	77	80	33.622	89.10	64.54	46.6	186.8	72.17	3,008	12,053	3,810	1,588	636
GF	T	12	1	77	53	6.303	4.95	6.30	16.2	50.0	2.92	102	315	154	54	17
GF	T	13	2	81	73	10.740	9.90	16.11	16.8	53.3	7.80	270	859	412	143	45
GF	T	14	1	64	47	4.630	4.95	4.63	23.1	40.0	3.06	107	185	162	56	10
GF	T	16	1	72	50	3.545	4.95	3.55	31.9	60.0	3.24	113	213	171	60	11
GF	T	17	1	84	103	3.140	4.95	6.28	30.2	110.0	5.41	190	691	286	100	36
GF	T	18	1	80	47	2.801	4.95	2.80	36.0	50.0	2.92	101	140	154	53	7
GF	T	19	1	79	107	2.514	4.95	5.03	39.3	120.0	5.69	198	603	300	104	32
GF		Totals	8	77	66	33.674	39.60	44.70	24.2	67.3	31.05	1,081	3,007	1,639	571	159
GF	L	19	1	74	74	2.514	4.95	5.03	28.6	70.0	4.12	144	352	218	76	19
GF	L	20	1	80	107	2.269	4.95	4.54	41.8	120.0	5.42	190	545	286	100	29
GF	L	21	1	81	111	2.058	4.95	4.12	47.5	155.0	5.60	196	638	296	103	34
GF		Totals	3	78	96	6.841	14.85	13.68	38.7	112.2	15.15	529	1,534	800	279	81
PP	T	10	2	78	65	17.620	9.90	26.34	3.6	16.7	2.17	94	440	115	50	23
PP	T	11	1	77	55	7.366	4.95	7.37	7.7	30.0	1.36	57	221	72	30	12
PP	T	12	1	65	41	6.303	4.95	6.30	7.0	20.0	1.11	44	126	59	23	7
PP		Totals	4	75	58	31.289	19.80	40.01	4.9	19.7	4.65	195	787	246	103	42
LP	T	10	1	81	54	8.723	4.95	8.72	12.0	40.0	2.57	105	349	136	55	18
LP		Totals	1	81	54	8.723	4.95	8.72	12.0	40.0	2.57	105	349	136	55	18
DF	T	15	1	62	47	4.034	4.95	4.03	26.6	40.0	3.06	107	161	161	57	9
DF	T	18	1	66	67	2.801	4.95	2.80	49.0	60.0	3.91	137	168	206	72	9
DF		Totals	2	64	55	6.835	9.90	6.83	35.8	48.2	6.97	245	329	368	129	17
DF	L	75	1	75	178	.161	4.95	.48	536.3	26.7	7.40	260	13	391	137	1
DF		Totals	1	75	178	.161	4.95	.48	536.3	26.7	7.40	260	13	391	137	1
GF	S	14	1	79	47	4.630	4.95	4.63	22.0		2.85	102		151	54	
GF	S	28	1	80	153	1.158	4.95	3.47	72.7	3.3	7.20	252	12	380	133	1
GF		Totals	2	79	68	5.788	9.90	8.10	43.7	1.4	10.05	354	12	531	187	1
Totals			39	76	68	126.933	193.05	187.08	30.9	96.7	150.00	5776	18,083	7,920	3,050	955

TC		Stand Table Summary														
Project												COUGAR SV				
T07N R12E S13 T0003										T07N R12E S13 T0003						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page:	1							
07N	12E	13	COUGAR FIT	0003	86.80	9	46	Date:	12/23/2011							
								Time:	11:35:35AM							
Spc	S	Sample		Av		Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals		
		DBH	Trees	FF 16'	Ht Tot				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
PP	L	10	1	75	47	7.681	4.44	7.68	4.6	20.0	.85	35	154	74	31	13
PP	L	11	3	75	45	20.203	13.33	20.20	6.9	30.0	3.28	140	606	285	122	53
PP	L	12	1	65	55	5.659	4.44	5.66	7.4	20.0	1.00	42	113	87	36	10
PP	L	14	1	75	72	4.158	4.44	8.32	10.4	30.0	2.08	87	249	180	75	22
PP	L	15	2	75	77	7.243	8.89	14.49	14.0	35.0	4.86	203	507	422	176	44
PP	L	16	1	76	87	3.183	4.44	6.37	18.7	50.0	2.86	119	318	248	103	28
PP	L	18	2	85	87	5.030	8.89	10.06	23.3	80.0	5.62	234	805	487	203	70
PP	L	19	3	71	76	6.772	13.33	11.29	29.2	68.0	7.91	329	767	687	286	67
PP	L	20	1	75	95	2.037	4.44	4.07	32.0	90.0	3.10	130	367	269	113	32
PP	L	22	1	75	92	1.684	4.44	3.37	38.6	110.0	3.12	130	370	270	113	32
PP	L	23	1	75	87	1.540	4.44	3.08	40.6	90.0	3.00	125	277	260	109	24
PP	L	24	1	78	72	1.415	4.44	2.83	38.5	90.0	2.61	109	255	227	95	22
PP	L	26	1	76	99	1.205	4.44	3.62	37.6	113.3	3.26	136	410	283	118	36
PP	L	27	1	81	100	1.118	4.44	3.35	41.6	156.7	3.35	140	525	291	121	46
PP	L	28	1	78	103	1.039	4.44	3.12	44.1	160.0	3.30	137	499	286	119	43
PP		Totals	21	75	65	69.968	93.33	107.50	19.5	57.9	50.20	2,096	6,223	4,357	1,819	540
GF	T	9	1	81	27	9.628	4.44	9.63	5.7	20.0	1.58	55	193	138	48	17
GF	T	10	1	82	74	7.988	4.44	15.98	6.9	30.0	3.14	110	479	273	95	42
GF	T	15	2	84	70	7.243	8.89	14.49	16.8	42.5	7.08	244	616	615	212	53
GF	T	18	1	81	87	2.515	4.44	5.03	27.8	75.0	4.03	140	377	350	121	33
GF	T	21	1	80	102	1.848	4.44	3.70	46.7	140.0	4.95	173	517	430	150	45
GF	T	24	1	81	100	1.415	4.44	2.83	60.7	195.0	4.91	172	552	426	149	48
GF	T	28	1	78	70	1.039	4.44	2.08	61.9	155.0	3.69	129	322	320	112	28
GF		Totals	8	82	63	31.676	35.56	53.72	19.0	56.9	29.38	1,022	3,056	2,550	887	265
PP	T	11	2	69	48	13.852	8.89	13.85	5.5	19.7	1.83	77	273	159	67	24
PP	T	12	2	76	71	11.318	8.89	22.64	5.9	20.0	3.21	133	453	279	116	39
PP	T	16	1	69	57	3.183	4.44	3.18	25.8	50.0	1.97	82	159	171	71	14
PP	T	24	2	79	101	2.829	8.89	7.07	39.0	120.0	6.66	276	849	578	240	74
PP	T	25	2	75	99	2.608	8.89	6.52	42.2	120.0	6.60	275	782	573	239	68
PP	T	29	1	82	95	.969	4.44	1.94	67.7	235.0	3.15	131	455	273	114	40
PP		Totals	10	73	66	34.759	44.44	55.20	17.7	53.8	23.42	975	2,972	2,033	846	258
GF	L	15	1	82	58	3.622	4.44	7.24	14.2	30.0	2.95	103	217	256	90	19
GF	L	16	1	81	90	3.183	4.44	6.37	22.2	75.0	4.05	141	477	352	123	41
GF	L	21	2	85	89	3.696	8.89	7.39	40.5	127.5	8.60	300	942	746	260	82
GF	L	25	1	75	79	1.304	4.44	2.61	55.5	140.0	4.15	145	365	360	126	32
GF		Totals	5	82	78	11.804	22.22	23.61	29.2	84.8	19.75	689	2,002	1,714	598	174
DF	L	22	1	81	90	1.684	4.44	3.37	44.3	140.0	4.25	149	471	369	129	41
DF		Totals	1	81	90	1.684	4.44	3.37	44.3	140.0	4.25	149	471	369	129	41
DF	T	25	1	64	65	1.304	4.44	2.61	50.3	80.0	3.73	131	209	324	114	18
DF		Totals	1	64	65	1.304	4.44	2.61	50.3	80.0	3.73	131	209	324	114	18
Totals			46	76	66	151.194	204.44	246.01	20.6	60.7	130.73	5062	14,933	11,347	4,394	1,296

TC		TSTNDSUM												Stand Table Summary			
Project															COUGAR SV		
T07N R12E S13 T00U4										T07N R12E S13 T00U4							
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1					
07N	12E	13	COUGAR FIT		00U4	112.80	21	66			Date:	12/23/2015					
											Time:	11:35:35AM					
Spc	S T	Sample		Av		Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'	Ht Tot				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF	
GF	T	10	1	76	54	3.492	1.90	6.98	4.6	15.0	.93	32	105	105	37	12	
GF	T	11	3	81	70	9.443	5.71	15.78	8.5	32.0	3.84	134	504	433	151	57	
GF	T	12	6	83	78	14.551	11.43	31.53	9.9	32.3	8.91	311	1,019	1,006	351	115	
GF	T	13	1	74	81	2.066	1.90	4.13	13.4	35.0	1.58	55	145	178	62	16	
GF	T	14	1	82	76	1.708	1.90	3.42	15.8	45.0	1.55	54	154	175	61	17	
GF	T	15	2	80	68	3.322	3.81	6.64	14.5	37.5	2.76	96	249	311	109	28	
GF	T	16	3	82	84	4.182	5.71	8.36	21.3	63.8	5.10	178	534	575	201	60	
GF	T	17	1	68	49	1.208	1.90	2.42	17.9	25.0	1.24	43	60	140	49	7	
GF	T	18	1	84	107	1.078	1.90	2.16	32.9	110.0	2.03	71	237	229	80	27	
GF	T	19	2	69	62	1.935	3.81	3.87	24.8	47.5	2.75	96	184	310	108	21	
GF	T	20	4	82	106	3.492	7.62	9.60	29.9	81.8	8.24	288	786	929	324	89	
GF	T	21	1	84	108	.792	1.90	2.38	32.1	110.0	2.18	76	261	246	86	29	
GF	T	22	2	85	103	1.443	3.81	4.33	33.4	108.3	4.14	145	469	467	163	53	
GF	T	23	1	85	111	.660	1.90	1.98	36.0	86.7	2.05	71	172	231	80	19	
GF	T	24	1	85	79	.606	1.90	1.21	49.4	135.0	1.72	60	164	194	68	18	
GF	T	25	2	85	90	1.141	3.81	2.28	58.2	184.2	3.81	133	420	430	150	47	
GF		Totals	32	81	78	51.121	60.95	107.07	17.2	51.0	52.82	1,843	5,462	5,958	2,079	616	
PP	T	10	1	77	60	3.492	1.90	3.49	4.3	10.0	.36	15	35	40	17	4	
PP	T	13	1	82	65	2.235	1.90	2.24	14.0		.77	31		87	35		
PP	T	16	2	79	60	2.695	3.81	5.39	13.6	37.7	1.75	73	203	198	82	23	
PP	T	19	2	78	83	1.935	3.81	3.87	24.9	77.5	2.31	96	300	261	109	34	
PP	T	22	4	81	89	2.886	7.62	7.94	26.1	83.6	4.98	207	664	561	234	75	
PP	T	23	2	83	106	1.320	3.81	3.96	30.2	125.0	2.87	120	495	324	135	56	
PP	T	24	2	82	89	1.213	3.81	3.03	34.8	92.0	2.52	105	279	284	119	31	
PP	T	25	2	88	113	1.118	3.81	3.35	40.1	183.3	3.22	134	615	364	152	69	
PP	T	29	1	83	102	.415	1.90	1.25	46.7	203.3	1.40	58	253	158	66	29	
PP		Totals	17	80	78	17.309	32.38	34.51	24.4	82.4	20.19	841	2,844	2,277	948	321	
PP	S	13	1	77	56	2.235	1.90	4.47	6.8	20.0	.73	31	89	83	35	10	
PP	S	18	1	84	65	1.078	1.90	1.08	31.0		.80	33		91	38		
PP	S	24	1	87	90	.596	1.90	1.79	29.0	110.0	1.25	52	197	141	59	22	
PP	S	28	2	83	107	.891	3.81	2.67	45.6	198.3	2.92	122	530	330	137	60	
PP	S	33	1	78	109	.321	1.90	.96	61.8	260.0	1.43	59	250	161	67	28	
PP	S	34	1	81	107	.302	1.90	.91	65.4	293.3	1.42	59	266	161	67	30	
PP		Totals	7	81	76	5.423	13.33	11.88	30.0	112.2	8.56	356	1,332	965	402	150	
PP	L	15	1	78	70	1.661	1.90	3.32	11.3	35.0	.90	38	116	102	43	13	
PP	L	18	1	77	70	1.078	1.90	2.16	18.4	55.0	.95	40	119	108	45	13	
PP	L	29	1	84	115	.415	1.90	1.25	53.3	250.0	1.59	66	311	180	75	35	
PP	L	32	1	84	114	.341	1.90	1.02	64.5	313.3	1.58	66	321	179	74	36	
PP	L	33	1	83	118	.321	1.90	.96	67.1	316.7	1.55	65	305	175	73	34	
PP		Totals	5	79	83	3.816	9.52	8.71	31.5	134.5	6.59	274	1,172	743	310	132	
GF	L	19	1	81	67	1.020	1.90	2.04	26.0	65.0	1.52	53	133	172	60	15	
GF	L	30	1	89	131	.388	1.90	1.16	80.6	393.3	2.69	94	458	303	106	52	
GF	L	37	1	87	133	.255	1.90	.77	120.1	490.0	2.63	92	375	297	104	42	
GF		Totals	3	84	92	1.664	5.71	3.97	60.1	243.2	6.84	239	966	772	269	109	
GF	S	23	1	83	87	.660	1.90	1.32	48.9	140.0	1.85	65	185	209	73	21	
GF	S	26	1	90	103	.517	1.90	1.03	72.9	310.0	2.16	75	320	243	85	36	
GF		Totals	2	86	94	1.177	3.81	2.35	59.4	214.6	4.01	140	505	452	158	57	

TC TSTNDSUM

Stand Table Summary

Project COUGAR SV

T07N R12E S13 T00U4

T07N R12E S13 T00U4

Twp Rge Sec Tract Type Acres Plots Sample Trees
07N 12E 13 COUGAR FIT 00U4 112.80 21 66

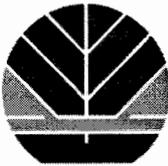
Page: 2
Date: 12/23/2011
Time: 11:35:35AM

S Spc	T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals		
									Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
Totals			66	81	78	80.509	125.71	168.50	21.9	72.9	99.00	3694	12,280	11,168	4,166	1,385

TC		Stand Table Summary														
Project													COUGAR SV			
T07N R12E S18 T00U1										T07N R12E S18 T00U1						
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1				
07N	12E	18	COUGAR FIT		00U1	73.50	7	35			Date:	12/23/2011				
											Time:	11:35:35AM				
Spc	S T	Sample		Av		Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals		
		DBH	Trees	FF 16'	Ht Tot				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
PP	T	10	2	68	51	9.781	5.71	9.78	4.1	15.0	.95	40	146	70	29	11
PP	T	11	1	65	51	4.751	2.86	4.75	4.2	10.0	.48	20	48	35	15	3
PP	T	13	2	71	86	6.452	5.71	12.90	6.9	24.2	2.15	90	312	158	66	23
PP	T	14	1	70	77	2.673	2.86	5.35	10.7	30.0	1.37	57	160	101	42	12
PP	T	16	2	82	71	4.093	5.71	8.19	15.6	55.0	3.06	127	450	225	94	33
PP	T	17	1	76	72	1.813	2.86	3.63	18.3	45.0	1.59	66	163	117	49	12
PP	T	20	2	81	91	2.619	5.71	5.24	29.1	105.0	3.66	152	550	269	112	40
PP	T	21	1	81	98	1.188	2.86	3.56	23.5	90.0	2.01	84	321	148	62	24
PP	T	25	1	87	87	.838	2.86	2.51	32.1	130.0	1.94	81	327	143	59	24
PP	T	26	1	84	102	.775	2.86	2.32	38.3	166.7	2.14	89	387	157	65	28
PP		Totals	14	73	69	34.983	40.00	58.23	13.8	49.2	19.34	806	2,865	1,422	592	211
GF	T	12	1	85	72	3.893	2.86	7.79	8.6	30.0	1.91	67	234	140	49	17
GF	T	15	2	82	80	4.656	5.71	9.31	17.2	60.0	4.58	160	559	337	118	41
GF	T	17	2	84	78	3.625	5.71	7.25	23.5	80.0	4.89	171	580	359	125	43
GF	T	20	1	85	83	1.310	2.86	2.62	35.8	105.0	2.69	94	275	197	69	20
GF	T	24	1	84	93	.909	2.86	1.82	56.0	190.0	2.92	102	346	215	75	25
GF	T	26	1	80	97	.775	2.86	1.55	64.6	235.0	2.87	100	364	211	74	27
GF	T	27	1	85	99	.719	2.86	1.44	73.3	270.0	3.02	105	388	222	77	29
GF		Totals	9	84	80	15.887	25.71	31.77	25.1	86.4	22.87	798	2,745	1,681	587	202
PP	L	13	1	75	61	3.100	2.86	6.20	7.4	25.0	1.10	46	155	81	34	11
PP	L	14	1	74	68	2.673	2.86	5.35	10.7	25.0	1.37	57	134	101	42	10
PP	L	16	1	80	67	2.046	2.86	4.09	14.0	40.0	1.37	57	164	101	42	12
PP	L	17	1	80	63	1.813	2.86	3.63	16.1	50.0	1.40	58	181	103	43	13
PP	L	18	1	77	77	1.617	2.86	3.23	20.6	75.0	1.60	67	243	118	49	18
PP	L	19	1	80	75	1.451	2.86	2.90	22.4	75.0	1.56	65	218	114	48	16
PP	L	20	1	86	72	1.310	2.86	2.62	25.9	95.0	1.63	68	249	120	50	18
PP	L	31	1	81	75	.545	2.86	1.09	64.6	240.0	1.69	70	262	124	52	19
PP		Totals	8	78	68	14.554	22.86	29.11	16.8	55.1	11.72	489	1,604	862	359	118
GF	L	30	1	73	87	.582	2.86	1.16	85.6	210.0	2.85	100	244	210	73	18
GF	L	32	1	83	93	.512	2.86	1.02	100.2	345.0	2.94	102	353	216	75	26
GF	L	34	1	84	120	.453	2.86	1.36	93.4	400.0	3.64	127	544	267	93	40
GF		Totals	3	80	99	1.547	8.57	3.55	92.8	321.8	9.43	329	1,141	693	242	84
DF	L	31	1	81	89	.545	2.86	1.09	86.7	280.0	2.69	94	305	198	69	22
DF		Totals	1	81	89	.545	2.86	1.09	86.7	280.0	2.69	94	305	198	69	22
Totals			35	77	73	67.516	100.00	123.75	20.3	70.0	66.06	2516	8,661	4,856	1,850	637

TC		TSTNDSUM		Stand Table Summary												
Project														COUGARSV		
T07N R12E S18 T00U2										T07N R12E S18 T00U2						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page:	1							
07N	12E	18	COUGAR FIT	00U2	541.00	54	194	Date:	12/23/2015							
								Time:	11:35:35AM							
Spc	S T	Sample		Av		Trees/ Acres	BA/ Acres	Logs Acres	Average Log		Net Tons/ Acres	Net Cu.Ft. Acres	Net Bd.Ft. Acres	Totals		
		DBH	Trees	FF 16'	Ht Tot				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
PP	L	11	1	80	49	.551	.37	1.10	4.1	15.0	.11	4	17	58	24	9
PP	L	13	1	79	57	.402	.37	.40	14.7	50.0	.14	6	20	77	32	11
PP	L	14	7	75	69	2.406	2.59	4.81	10.5	29.3	1.22	51	141	659	275	76
PP	L	15	3	78	71	.905	1.11	1.81	11.6	33.3	.51	21	60	274	114	33
PP	L	16	6	81	71	1.592	2.22	3.18	14.7	40.0	1.12	47	127	607	253	69
PP	L	17	9	78	75	2.115	3.33	4.23	18.2	54.4	1.85	77	230	999	416	125
PP	L	18	5	77	79	1.048	1.85	2.10	20.8	56.0	1.05	44	117	568	236	63
PP	L	19	4	80	85	.752	1.48	1.50	25.4	78.8	.92	38	119	497	207	64
PP	L	20	9	79	86	1.528	3.33	3.23	27.3	83.7	2.12	88	270	1,145	477	146
PP	L	21	1	79	96	.154	.37	.31	34.7	110.0	.26	11	34	139	58	18
PP	L	22	5	79	91	.702	1.85	1.54	34.0	109.1	1.26	53	168	683	284	91
PP	L	23	5	82	94	.642	1.85	1.41	37.4	124.5	1.27	53	176	685	285	95
PP	L	24	5	81	97	.589	1.85	1.30	41.9	140.9	1.30	54	183	706	294	99
PP	L	25	5	77	94	.543	1.85	1.20	43.5	136.4	1.25	52	163	674	281	88
PP	L	26	5	81	104	.502	1.85	1.10	50.6	176.4	1.34	56	195	727	303	105
PP	L	27	3	77	76	.279	1.11	.56	47.8	135.0	.64	27	75	347	144	41
PP	L	28	4	81	100	.346	1.48	.69	66.9	225.0	1.11	46	156	602	251	84
PP	L	29	1	74	104	.081	.37	.16	73.1	215.0	.28	12	35	153	64	19
PP	L	30	6	84	105	.453	2.22	1.36	52.1	215.0	1.70	71	292	919	383	158
PP	L	31	4	85	112	.283	1.48	.71	70.6	312.0	1.20	50	220	647	270	119
PP	L	32	2	84	119	.133	.74	.40	65.2	316.7	.62	26	126	337	140	68
PP	L	33	2	83	116	.125	.74	.37	66.9	315.0	.60	25	118	325	135	64
PP	L	34	3	83	116	.176	1.11	.53	73.4	325.6	.93	39	172	504	210	93
PP	L	35	2	81	130	.111	.74	.33	84.9	361.7	.68	28	120	367	153	65
PP	L	37	2	84	124	.099	.74	.30	91.7	406.7	.66	27	121	355	148	65
PP	L	38	2	85	129	.094	.74	.33	86.1	437.1	.68	28	144	368	153	78
PP	L	40	2	81	156	.085	.74	.25	122.2	595.0	.75	31	152	404	168	82
PP	L	41	1	80	130	.040	.37	.12	115.2	493.3	.34	14	60	181	76	32
PP	L	43	1	91	119	.037	.37	.11	125.5	706.7	.33	14	78	180	75	42
PP	L	50	1	83	158	.027	.37	.11	152.6	767.5	.40	17	83	215	90	45
PP		Totals	107	79	83	16.800	39.63	35.56	31.2	111.7	26.62	1,109	3,972	14,401	5,999	2,149
PP	T	10	1	80	51	.679	.37	.68	5.0	20.0	.08	3	14	44	18	7
PP	T	11	6	79	52	3.358	2.22	3.36	8.0	31.5	.65	27	106	350	146	57
PP	T	12	4	74	55	1.886	1.48	2.36	8.3	26.0	.47	20	61	253	106	33
PP	T	13	2	78	58	.804	.74	1.21	10.0	33.3	.29	12	40	157	65	22
PP	T	14	3	76	65	1.039	1.11	1.73	12.1	32.0	.50	21	55	271	113	30
PP	T	15	4	82	71	1.207	1.48	1.81	17.6	61.7	.77	32	112	415	172	60
PP	T	16	1	80	84	.265	.37	.53	16.4	50.0	.21	9	27	113	47	14
PP	T	17	4	71	60	.940	1.48	1.17	26.4	48.0	.75	31	56	405	168	31
PP	T	18	8	76	71	1.677	2.96	3.14	21.1	46.7	1.59	66	147	862	360	79
PP	T	19	6	77	80	1.129	2.22	1.88	29.3	83.0	1.32	55	156	715	298	84
PP	T	20	2	72	71	.340	.74	.68	25.2	60.0	.41	17	41	222	93	22
PP	T	21	4	78	84	.616	1.48	1.23	32.0	91.3	.95	39	112	512	213	61
PP	T	22	4	85	89	.561	1.48	.98	40.0	142.9	.94	39	140	510	212	76
PP	T	23	4	80	100	.513	1.48	1.16	39.0	127.8	1.08	45	148	586	244	80
PP	T	24	1	71	84	.118	.37	.24	38.5	95.0	.22	9	22	118	49	12
PP	T	25	2	80	104	.217	.74	.65	35.1	130.0	.55	23	85	297	124	46
PP	T	26	4	84	105	.402	1.48	1.10	42.9	173.6	1.14	47	192	615	256	104
PP	T	27	1	77	107	.093	.37	.19	64.1	215.0	.29	12	40	155	65	22
PP	T	28	2	87	107	.173	.74	.52	46.2	211.7	.58	24	110	312	130	60
PP	T	29	2	83	118	.161	.74	.48	54.9	238.3	.64	27	115	345	144	62

TC		TSTNDSUM		Stand Table Summary												
Project												COUGARSV				
T07N R12E S18 T00U2										T07N R12E S18 T00U2						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page:	2							
07N	12E	18	COUGAR FIT	00U2	541.00	54	194	Date:	12/23/2011							
								Time:	11:35:35AM							
Spc	S T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
PP		Totals	65	78	68	16.179	24.07	25.10	22.3	70.9	13.41	559	1,779	7,257	3,023	963
GF	T	10	1	78	47	.679	.37	.68	8.9	30.0	.17	6	20	94	33	11
GF	T	11	2	75	59	1.122	.74	1.68	9.0	30.0	.43	15	51	235	82	27
GF	T	13	1	80	74	.402	.37	.80	11.9	35.0	.27	10	28	148	52	15
GF	T	16	1	75	67	.265	.37	.53	18.4	35.0	.28	10	19	152	53	10
GF	T	18	2	71	84	.419	.74	.84	29.3	70.0	.70	25	59	381	133	32
GF	T	22	2	70	89	.281	.74	.56	45.9	95.0	.74	26	53	398	139	29
GF	T	23	3	77	90	.385	1.11	.77	49.9	128.3	1.10	38	99	596	208	53
GF		Totals	12	75	68	3.553	4.44	5.87	22.0	56.0	3.70	129	328	2,003	700	178
DF	T	12	1	74	52	.472	.37	.94	7.6	20.0	.20	7	19	111	39	10
DF	T	17	1	82	80	.235	.37	.47	23.2	70.0	.31	11	33	168	59	18
DF	T	20	1	78	76	.170	.37	.34	30.8	85.0	.30	10	29	161	57	16
DF		Totals	3	77	64	.876	1.11	1.75	16.3	46.0	0.81	29	81	440	154	44
DF	L	13	1	62	42	.402	.37	.40	14.6	30.0	.17	6	12	90	32	7
DF	L	30	1	72	89	.075	.37	.15	82.9	210.0	.36	13	32	193	68	17
DF		Totals	2	64	49	.477	.74	.55	33.2	79.1	0.52	18	44	283	99	24
GF	L	18	1	80	74	.210	.37	.42	24.5	70.0	.29	10	29	159	56	16
GF		Totals	1	80	74	.210	.37	.42	24.5	70.0	0.29	10	29	159	56	16
LP	T	16	1	77	75	.265	.37	.53	21.3	50.0	.27	11	27	148	61	14
LP		Totals	1	77	75	.265	.37	.53	21.3	50.0	0.27	11	27	148	61	14
PP	S	12	1	77	17	.472	.37									
PP	S	15	1	78	28	.302	.37									
PP	S	16	1	78	82	.265	.37	.27	32.0		.20	8		109	46	
PP		Totals	3	78	37	1.039	1.11	.27	32.0		0.20	8		109	46	
Totals			194	78	73	39.400	71.85	70.05	26.8	89.4	45.84	1874	6,260	24,799	10,138	3,387



WASHINGTON STATE DEPARTMENT OF
Natural Resources
 Peter Goldmark - Commissioner of Public Lands

FPA/N No: 2705971
 Effective Date: 12/1/2015
 Expiration Date: 12/1/2018
 Shut Down Zone: 609W
 EARR Tax Credit: Eligible | Non-eligible
 Reference: WA-DNR - Cougar Salvage
 S1,13,24T7R11E;S6,17,18,19,20

**Forest Practices Application/Notification
 Notice of Decision**

Decision

- Notification 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.
- Closed Applicant has withdrawn FPA/N.

FPA/N Classification

Number of Years Granted on Multi-Year Request

Class II Class III Class IVG Class IVS 4 years 5 years

Conditions on Approval / Reasons for Disapproval

1. No ground based equipment is allowed on slopes over 25% within 200ft of typed water.
2. Harvest on slopes greater than 20% is restricted to dry or frozen soil conditions.
3. No down wood shall be removed in the outer zone of type F water (Dry Creek Unit 5).
4. Hauling in dry or frozen conditions is preferable. If the road system is used in wet conditions an appropriate layer of rock and gravel must be present on the road surface. Regardless of weather conditions during operations, roads must be constructed and maintained to prevent delivery of sediment and surface runoff to all typed waters before, during, and after harvest.
5. Please notify DNR Forest Practices two days prior to startup of operations.

Reminder:

Unit 3 and parts of unit 2 are subject to natural regeneration and need to meet all standards set forth in WAC 222-34-020 (5) for natural regeneration. Attention shall be given that seed trees are of commercial tree species, vigorous and of seed-bearing age and size.

Issued By: Rainer Hummel Region: Southeast

Title: Forest Practices Forester Date: December 1, 2015

Copies to: Landowner, Timber Owner and Operator.

Issued in person: Landowner Timber Owner Operator By: Brenda Yang

Appeal Information

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:

Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501

Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903

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

At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

Office of the Attorney General
Natural Resources Division
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

And

Department Of Natural Resources
Southeast Region
713 Bowers Rd
Ellensburg WA 98926-9301

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.

Hydraulic Project Approval (HPA) (Chaper 77.55RCW and WAC 222-50-020(2))

The Department of Fish and Wildlife (WDFW), as the jurisdictional agency issuing HPAs, has final authority for approving water crossing structures in Type S and F waters. WDFW continues to have authority on Type N waters and may exercise that authority on some Type N waters.

Notice: The HPA water crossing requirements supersede what is indicated on the FPA. Landowners are required by law to follow the provisions as directed on the HPA.

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: <http://www.dnr.wa.gov/businesspermits/forestpractices>. Notify DNR of new Operators within 48 hours.

Continuing Forest Land 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 forest land 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 land 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 forest land obligation, the seller must pay the buyer's costs related to continuing forest land obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forest land obligation against the seller.

Failure by the seller to send the required notice to the 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 forest land obligation prior to sale.

DNR affidavit of mailing:

On this day _____,	I placed in the United States mail at _____,	Ellensburg _____, WA,
(date)	(post office location)	
postage paid, a true and accurate copy of this document. Notice of Decision FPA # _____		
_____ (Printed name)	_____ (Signature)	