



**TIMBER NOTICE OF SALE**

**SALE NAME:** CAPE LABELLE FIT SORTS

**AGREEMENT NO:** 30-93688 - 30-93692

**AUCTION:** June 14, 2016 starting at 10:00 a.m.  
Northeast Region Office, Colville, WA

**COUNTY:** Okanogan

**SALE LOCATION:** Sale located approximately 25 miles east of Tonasket, WA

**PRODUCTS SOLD**

**AND SALE AREA:** All timber except for leave trees banded with blue paint and trees bounded out by yellow "Leave Tree Area" tags bounded by white timber sale boundary tags meeting the specifications described below; on parts of Sections 23, and 26 all in Township 36 North, Range 30 East, Sections 30, 35, and 36 all in Township 37 North, Range 30 East, Sections 13, and 36 all in Township 38 North, Range 30 East W.M., containing 396 acres, more or less.

**MINIMUM BID AND ESTIMATED LOG VOLUMES:**

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estimated Volume		Tons Per MBF	Minimum Bid Delivered Prices		Total Appraised Value	Bid Deposit
				Mbf	Tons		\$/mbf	\$/Ton		
30-093688	01	DF/WL 11"+ dib	N/A	1247	6235	5		\$80.00	\$498,800.00	\$49,880.00
30-093689	02	DF/WL 7-10" dib	N/A	1589	9534	6		\$67.00	\$638,778.00	\$63,877.80
30-093690	03	DF/WL 5-6" dib, ES 5-10" dib & non-chuck DF/WL 7-10" dib	N/A	1001	6406	6.4		\$46.00	\$294,676.00	\$29,467.60
30-093691	04	Dead DF/WL 5"+ dib utility	N/A	96	288	3		\$25.00	\$7,200.00	\$720.00
30-093692	05	DF/WL/ES 2"+ dib utility & non-chuck DF/WL 11"+ dib	N/A	77	693	9		\$23.00	\$15,939.00	\$1,593.90

**Totals:** **4010 23156 \$1,455,393.00**

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BV-SFIS-US09000572)

**BID METHOD:** Sealed Bids **UNIT OF MEASURE:** Tonnage Scale

**EXPIRATION DATE:** January 31, 2017 **ALLOCATION:** Export Restricted

**PAYMENT SECURITY:** To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.

**BIDDING PROCEDURES:** A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring

## TIMBER NOTICE OF SALE

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their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Northeast Region Office in Colville WA. Phone number (509)684-7474.

### **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 = \$28.00 per Ton for sorts 01, 02, 03 and 04 and \$13.00 per Ton for sort 05.

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 x C miles) + (\$0.11 x A miles)) x Fuel Index Factor

ARRF does not apply.

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.

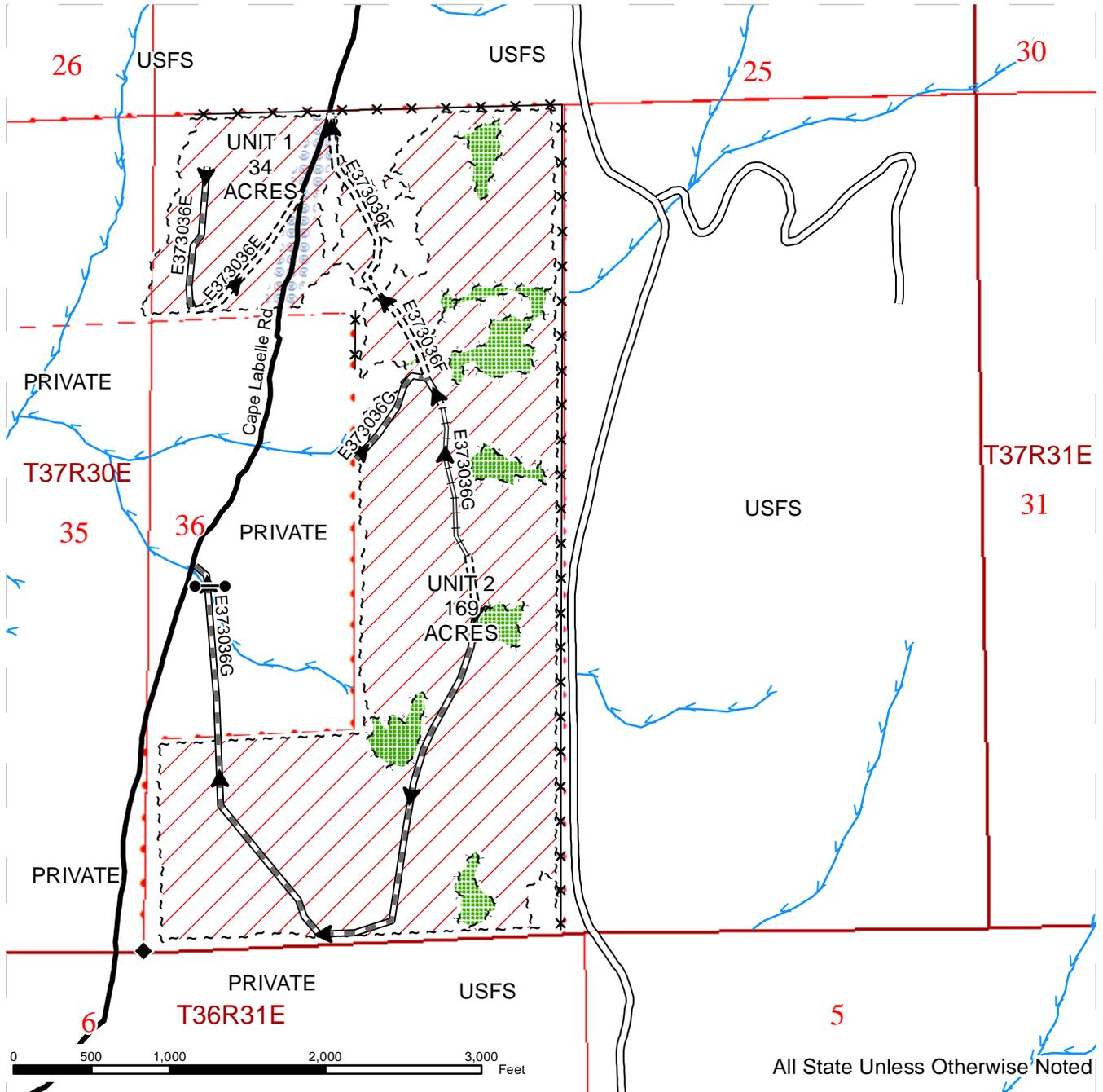
Locked gate restricts access to Unit 7. Contact the Northeast Region Office at (509) 684-7474 for access.

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 Andy Townsend at the Northeast Region Office at (509)684-7474 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

# TIMBER SALE MAP

**SALE NAME:** CAPE LABELLE  
**AGREEMENT#:** 30-092773  
**TOWNSHIP(S):** T36R30E, T37R30E, T38R30E  
**TRUST(S):** Common School and Indemnity(3)

**REGION:** Northeast Region  
**COUNTY(S):** OKANOGAN  
**ELEVATION RGE:** 3336-4643

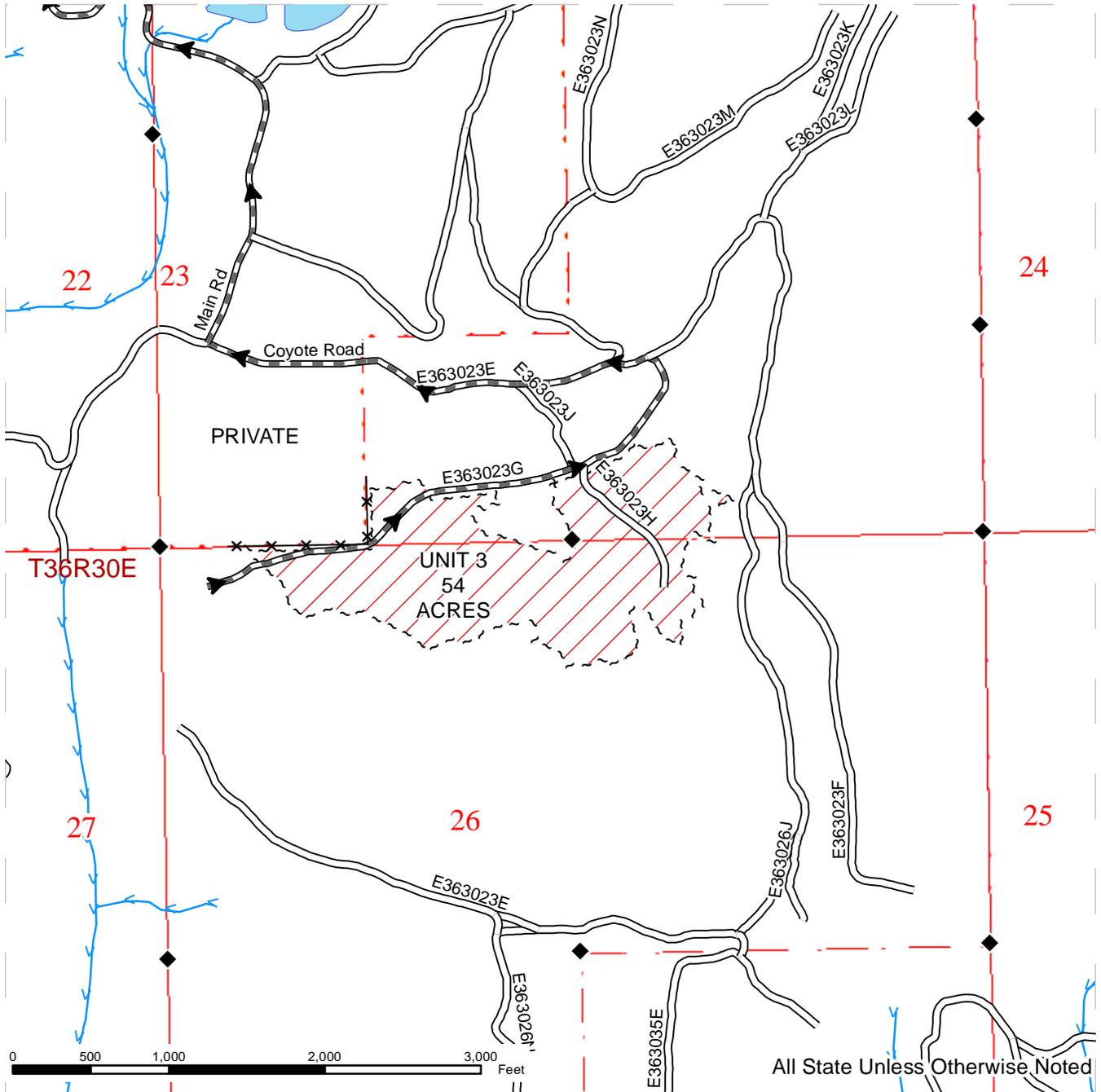


--- Sale Boundary Tags	== Existing Road	→ Streams
▨ Ground Skidding	=== Required Construction	*-* Fence
- - - Leave Tree Boundary Tags	==+ Required Reconstruction	●- Gate
▨ Leave Tree Area	==+ Required PreHaul Maintenance	◆ Monumented Corners
Extreme Hazard Abatement	— County Road	
	▶ Haul Route	

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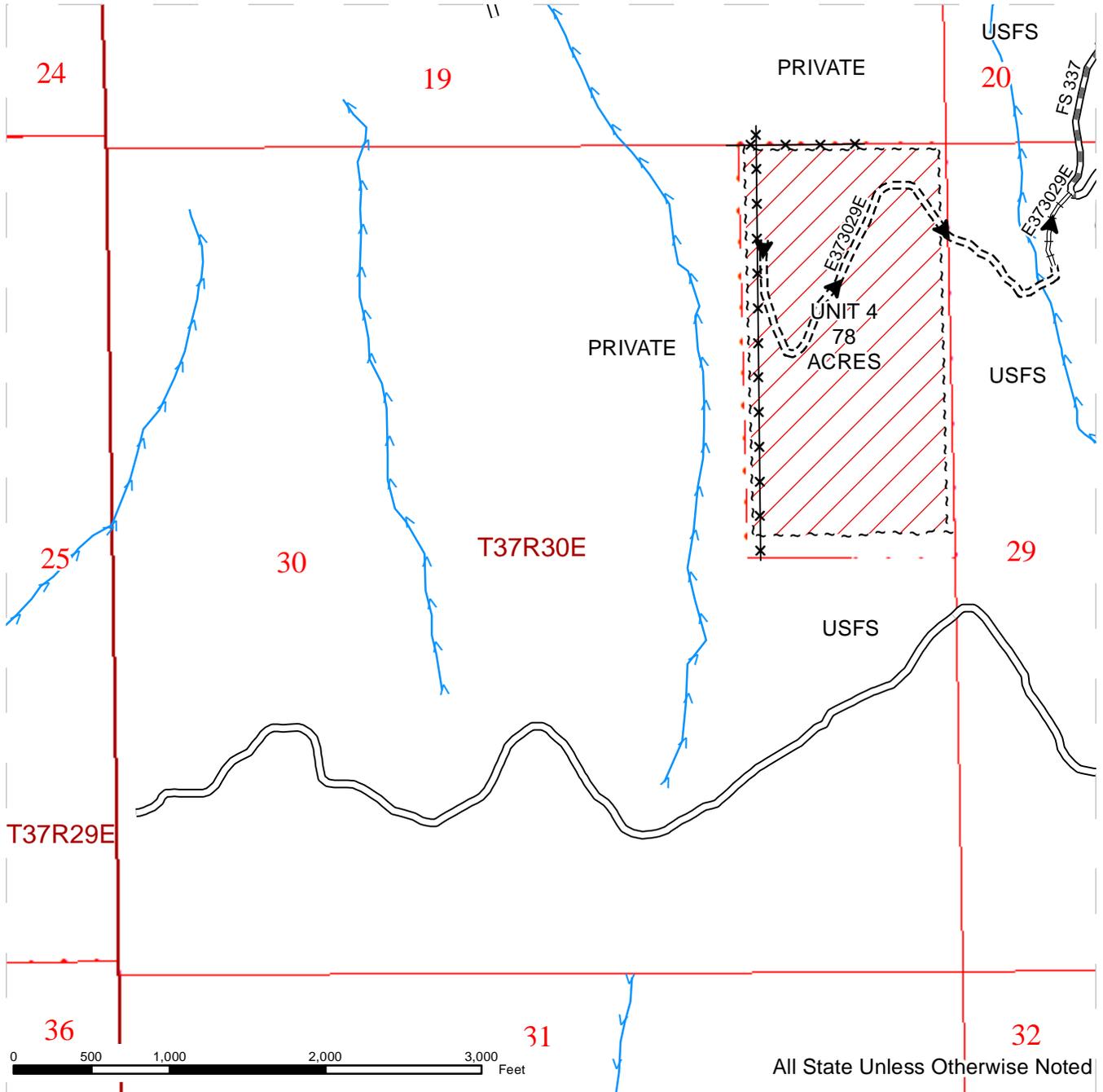


--- Sale Boundary Tags	== Existing Road	→ Streams
▨ Ground Skidding	▬ Required PreHaul Maintenance	*-* Fence
	▶ Haul Route	◆ Monumented Corners

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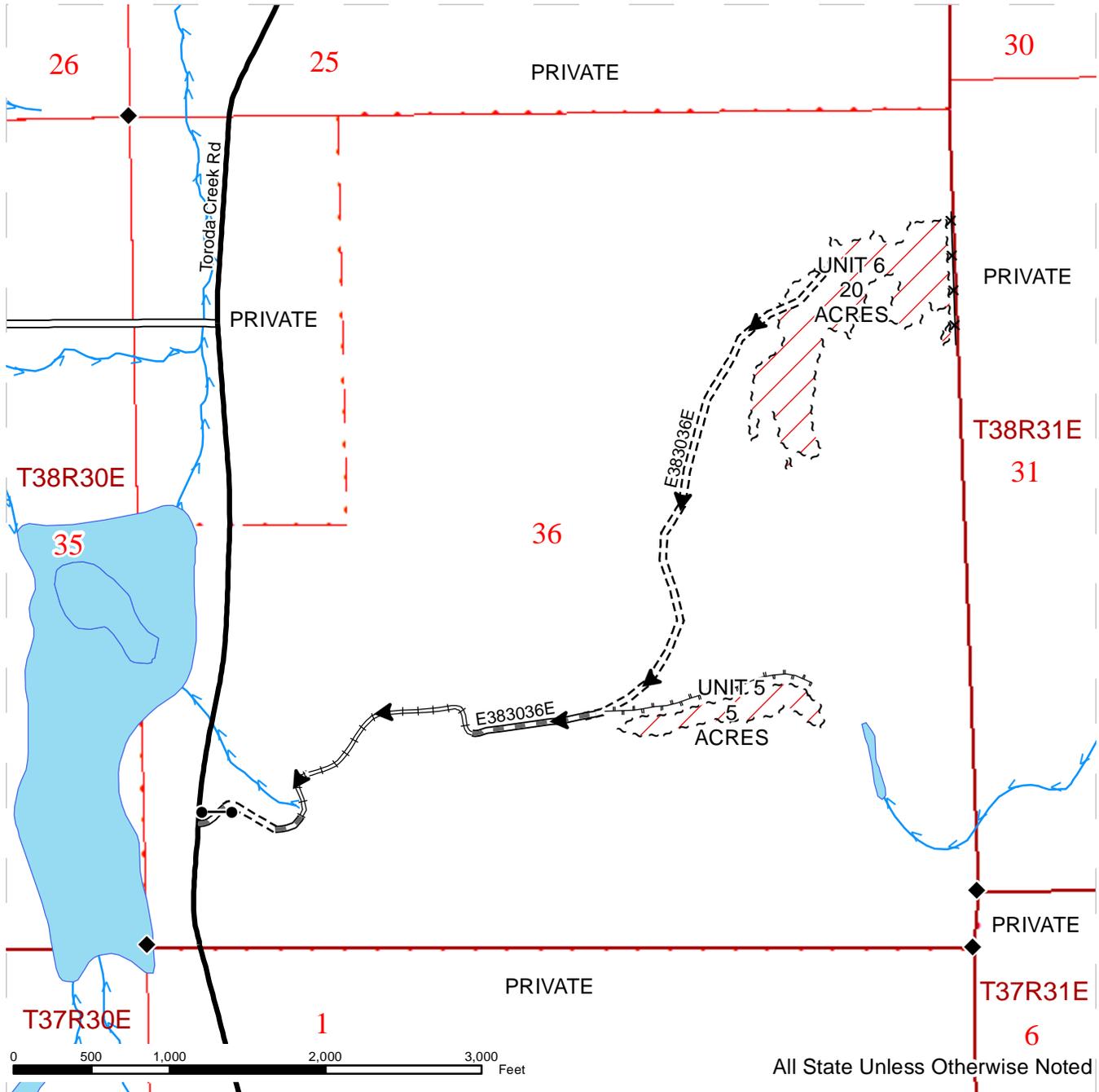
~ ~ ~ Sale Boundary Tags	== Existing Road	→ Streams
▨ Ground Skidding	=== Required Construction	* * * Fence
	≡≡≡ Required Reconstruction	◆ Monumented Corners
	▬▬▬ Required PreHaul Maintenance	
	▶ Haul Route	



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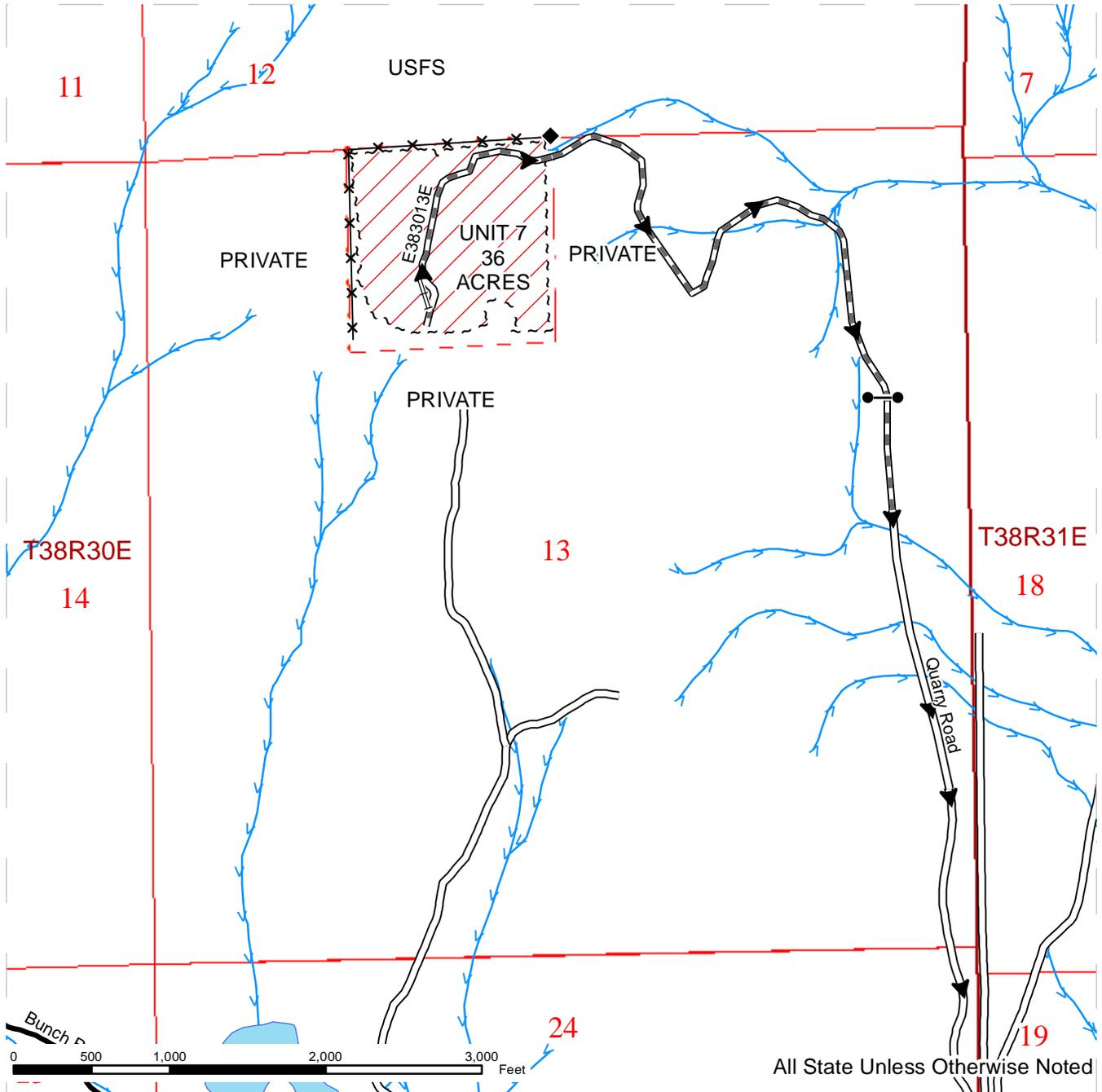
~ ~ ~ Sale Boundary Tags	Existing Road	Streams
Ground Skidding	Required Construction	Fence
	Required Reconstruction	Gate
	Required PreHaul Maintenance	Monumented Corners
	Designated Skid Trail	
	County Road	
	Haul Route	



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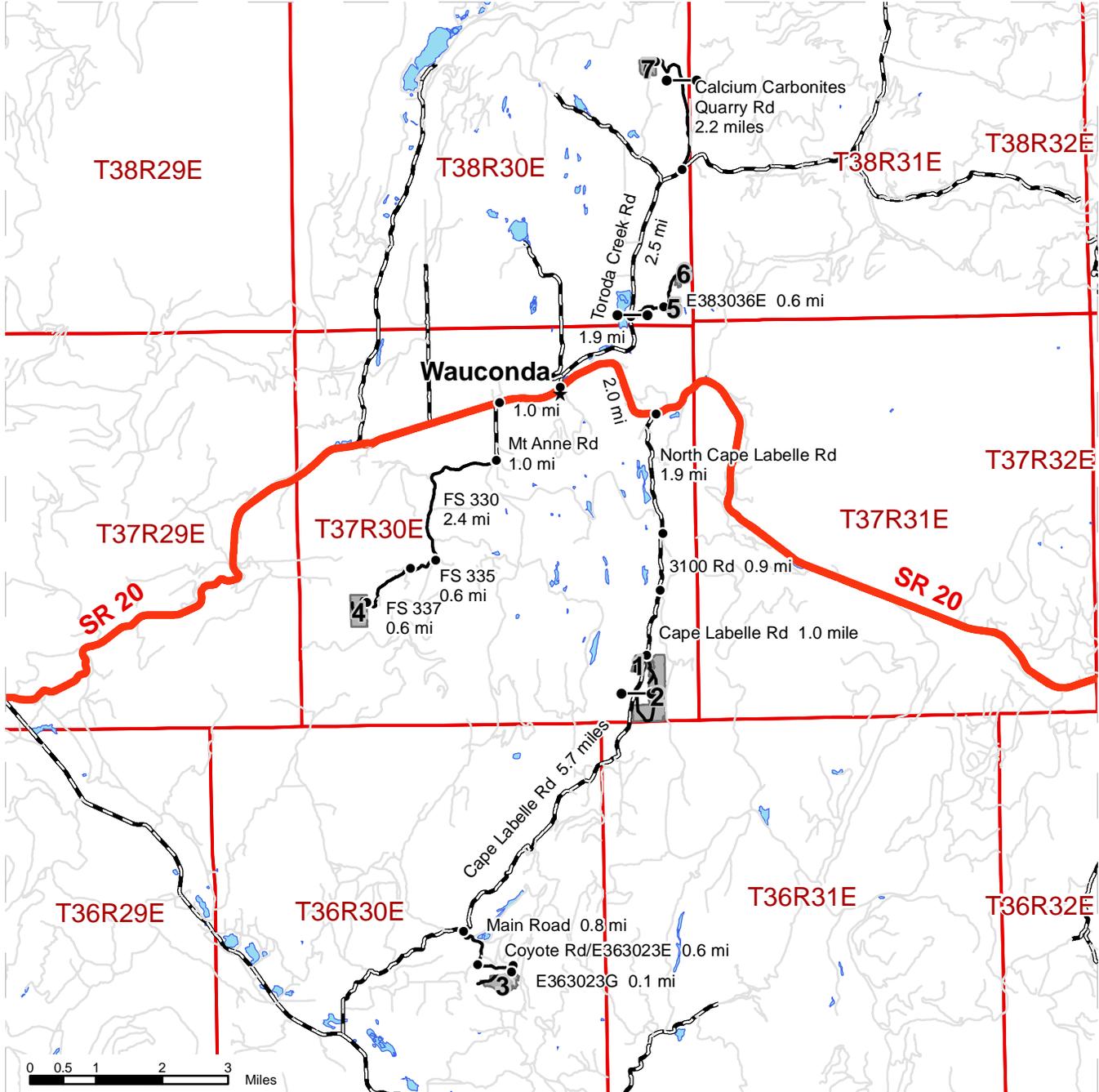


~ ~ ~ Sale Boundary Tags	Existing Road	Streams
Ground Skidding	Required Reconstruction	Fence
	Required PreHaul Maintenance	Gate
	County Road	Monumented Corners
	Haul Route	

# DRIVING MAP

SALE NAME: CAPE LABELLE  
 AGREEMENT#: 30-092773  
 TOWNSHIP(S): T36R30E, T37R30E, T38R30E  
 TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region  
 COUNTY(S): OKANOGAN  
 ELEVATION RGE: 3336-4643



	Timber Sale Unit
	Haul Route
	Other Route
	County Road
	Highway
	Distance Indicator
	Gate

**DRIVING DIRECTIONS:**

Units 1, 2: From Wauconda, WA travel east on Hwy 20 for 2.0 miles. Turn south onto North Cape Labelle Rd. Drive 1.9 miles, staying left on the 3100 Rd, continuing south for 0.9 mile and veer right onto Cape Labelle Rd. Travel south for 1.0 mile to reach Units 1 and 2.

Unit 3: Continue from Unit1, on Cape Labelle Rd. for an additional 5.7 miles. Turn south on Main Rd. Travel 0.8 mile. Turn east on Coyote Rd/E363023E. Continue on this road for 0.6 mile. Turn south on E363023G. Drive on E363023G road for 0.1 mile to reach Unit 3.

Unit 4: From Wauconda, WA travel west on Hwy 20 for 1.0 mile then turn south onto Mt. Anne Rd. Drive 1.0 mile then turn west onto FS 330, continue for 2.4 miles and turn west onto FS 335. Travel for 0.6 mile and veer south onto FS 337. Continue an additional 0.6 mile to reach Unit 4.

Units 5, 6: From Wauconda, WA travel north on Toroda Creek Rd. for 1.9 miles. Turn east on E383036E, driving 0.6 mile to the area of Unit 5 and Unit 6.

Unit 7: From Wauconda, WA travel north on Toroda Creek Rd. for 4.4 miles then turn north onto Calcium Carbonites Quarry Rd., continue on the Quarry Road for 2.2 miles to reach Unit 7.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-093688**

**SALE NAME: CAPE LABELLE FIT SORT 01**

**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 June 14, 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 CAPE LABELLE FIT SORTS Timber Sale described as parts of Sections 23, and 26 all in Township 36 North, Range 30 East, Sections 30, 35, and 36 all in Township 37 North, Range 30 East, Sections 13, and 36 all in Township 38 North, Range 30 East W.M., in Okanogan 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:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93688	1	DF/WL 11"+ dib	

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.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
93688	01	ES

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. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **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 20 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 January 31, 2017.

**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 Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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 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-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 2 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-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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.

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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

\_\_\_\_\_  
Loren D. Torgerson  
Northeast 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. 30-093689**

**SALE NAME: CAPE LABELLE FIT SORT 02**

**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 June 14, 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 CAPE LABELLE FIT SORTS Timber Sale described as parts of Sections 23, and 26 all in Township 36 North, Range 30 East, Sections 30, 35, and 36 all in Township 37 North, Range 30 East, Sections 13, and 36 all in Township 38 North, Range 30 East W.M., in Okanogan 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:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93689	2	DF/WL 7-10" dib	

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.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
93689	02	ES

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. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **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 20 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 January 31, 2017.

**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 Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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 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-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 2 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-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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.

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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

\_\_\_\_\_  
Loren D. Torgerson  
Northeast 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. 30-093690**

**SALE NAME: CAPE LABELLE FIT SORT 03**

**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 June 14, 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 CAPE LABELLE FIT SORTS Timber Sale described as parts of Sections 23, and 26 all in Township 36 North, Range 30 East, Sections 30, 35, and 36 all in Township 37 North, Range 30 East, Sections 13, and 36 all in Township 38 North, Range 30 East W.M., in Okanogan 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:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93690	3	DF/WL 5-6" dib, ES 5-10" dib & non-chuck DF/WL 7-10" dib	

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
93690	03	ES

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. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **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 20 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 January 31, 2017.

#### **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 Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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 Mismanufacture 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-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 2 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-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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

\_\_\_\_\_  
Loren D. Torgerson  
Northeast 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. 30-093691**

**SALE NAME: CAPE LABELLE FIT SORT 04**

**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 June 14, 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 CAPE LABELLE FIT SORTS Timber Sale described as parts of Sections 23, and 26 all in Township 36 North, Range 30 East, Sections 30, 35, and 36 all in Township 37 North, Range 30 East, Sections 13, and 36 all in Township 38 North, Range 30 East W.M., in Okanogan 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:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93691	4	Dead DF/WL 5"+ dib utility	

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.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>

93691	04	ES
-------	----	----

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. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **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 20 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 January 31, 2017.

#### **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 Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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 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-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 2 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-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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

\_\_\_\_\_  
Loren D. Torgerson  
Northeast 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. 30-093692**

**SALE NAME: CAPE LABELLE FIT SORT 05**

**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 June 14, 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 CAPE LABELLE FIT SORTS Timber Sale described as parts of Sections 23, and 26 all in Township 36 North, Range 30 East, Sections 30, 35, and 36 all in Township 37 North, Range 30 East, Sections 13, and 36 all in Township 38 North, Range 30 East W.M., in Okanogan 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:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93692	5	DF/WL/ES 2"+ dib utility & non-chuck DF/WL 11"+ dib	

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
93692	05	ES

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. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **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 20 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 January 31, 2017.

#### **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 Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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 Mismanufacture 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-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 2 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-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper 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

\_\_\_\_\_  
Loren D. Torgerson  
Northeast 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:** Northeast

**Timber Sale Name:** Cape Labelle FIT Sorts

**Application Number:** 30- 092773

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** 11,000 linear feet  
*Road to be constructed (optional and required) but not abandoned*

**Reconstruction:** 3,255 linear feet  
*Road to be reconstructed (optional and required) but not abandoned*

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

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

**Pre-Haul Maintenance:** 36,650 linear feet  
*Existing road to receive maintenance work (specifically required by the contract) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Optional Construction:** 0 linear feet  
*Optional roads to be constructed and then abandoned*

**Temporary Optional Reconstruction:** 0 linear feet  
*Optional roads to be reconstructed and then abandoned*

**New Abandonment:** 0 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 4/09)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Cape Labelle</b>	Region: <b>Northeast</b>
Agreement #: <b>30-092773</b>	District: Highlands
Contact Forester: Andy Townsend Phone / Location: 509-223-4044	County(s): Okanogan, Choose a county
Alternate Contact: Matt Smith Phone / Location: <b>509-223-4044</b>	Other information: <a href="#">Click here to enter text.</a>

Type of Sale: Lump Sum	
Harvest System: Ground based <a href="#">Click here to enter text.</a>	100%

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) <b>Sec/Twp/Rng</b>	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.36/T37/R30	03	36	0	0	1	0	35	GPS (Garmin)
2	Sec.36/T37/R30	03	184	0	16	0	0	168	GPS (Garmin)
3	Sec.23/T33/R30	03	56	0	0	2	0	54	GPS (Garmin)
4	Sec.30/T37/R30	03	78	0	0	0	0	78	GPS (Garmin)
5	Sec.36/T38/R30	03	5	0	0	0	0	5	GPS (Garmin)
6	Sec.36/T38/R30	03	20	0	0	0	0	20	GPS (Garmin)
7	Sec.13/T38/R30	03	37	0	0	1	0	36	GPS (Garmin)
R/W	Throughout sale area (see remarks)	03	2	0	0	0	0	2	GPS (Garmin)
<b>TOTAL ACRES</b>			418	0	16	4	0	398	

### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
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1	Remove all green conifer not banded with blue paint. Leave all ponderosa pine. Leave all hardwoods.	None	Minimum of 6 leave trees will be left per acre. This sale will comply with PR 14-006-091.
2	Remove all green conifer not banded with blue paint. Leave all ponderosa pine. Leave all hardwoods.	None	Approximately of 21 leave trees will be left per acre in the form of scattered ponderosa pine and designated leave tree areas. This sale will comply with PR 14-006-091.
3	Remove all green conifer not banded with blue paint. Leave all ponderosa pine. Leave all hardwoods.	None	Minimum of 6 leave trees will be left per acre. This sale will comply with PR 14-006-091.
4	Remove all green conifer not banded with blue paint. Leave all ponderosa pine. Leave all hardwoods.	None	Minimum of 6 leave trees will be left per acre. This sale will comply with PR 14-006-091.
5	Remove all green conifer not banded with blue paint. Leave all ponderosa pine. Leave all hardwoods.	None	Minimum of 6 leave trees will be left per acre. This sale will comply with PR 14-006-091.
6	Remove all green conifer not banded with blue paint. Leave all ponderosa pine. Leave all hardwoods.	None	Minimum of 6 leave trees will be left per acre. This sale will comply with PR 14-006-091.
7	Remove all green conifer not banded with blue paint. Leave all ponderosa pine. Leave all hardwoods.	None	Minimum of 6 leave trees will be left per acre. This sale will comply with PR 14-006-091.
R/W	Remove all timber banded with orange paint within the ROW or from within the orange ROW tags and orange flashers.	None	N/A

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF/352	Access from Cape Labelle Rd.	Region provided maps
2	DF/1183	Access from E373036G.	Region provided maps
3	DF/297	Access from E383116E.	Region provided maps
4	DF/470	Access from E373029E.	Region provided maps
5	WL/50	Access from E383036E.	Region provided maps
6	DF/241	Access from E383036E.	Region provided maps
7	DF/360	Access from E383013E.	Region provided maps
R/W	DF/8	Access throughout the sale area.	Region provided maps
TOTAL MBF	2,961MBF		Region provided maps

**REMARKS:**

There are scattered trees within the ROW banded with orange paint on access roads for Units 2 and 7. There is a tagged external ROW associated with Unit 4. ROW volume should be associated with each unit due to multiple different landowners.
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Prepared By: Andy Townsend Date: 7/1/2015	Title: <b>Highlands Forester</b>	CC:
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# Cruise Narrative

<b>Sale Name:</b> Cape Labelle FIT	<b>Region:</b> Northeast
<b>Agreement Number:</b> 30-092773	<b>District:</b> Highlands
<b>Lead Cruiser:</b> Dan Griggs	<b>Completion Date:</b> 2/8/2016
<b>Other Cruisers on sale:</b> Jim Putnam	<b>Legal:</b> Sections 23 and 26, T36N, R30E WM; Sections 30, 35 and 36, T37N, R30E WM; and Sections 13 and 36, T38N R30E WM.

<b>Unit Acreage Specifications:</b>							
<b>Unit #</b>	<b>Gross Acres</b>	<b>Net Acres</b>	<b>Total Deletions</b>	<b>RMZ/WMZ Acres</b>	<b>Leave Tree Acres</b>	<b>Existing Road Acres</b>	<b>Other</b>
1	35.42	34.42	1.00			1.00	
2	184.44	168.44	16.00		16.00		
3	55.82	53.82	2.00			2.00	
4	78.42	78.42	0.00				
5	5.00	5.00	0.00				
6	20.13	20.13	0.00				
7	36.77	35.77	1.00			1.00	
<b>Total</b>	<b>416.00</b>	<b>396.00</b>	<b>20.00</b>	<b>0.00</b>	<b>16.00</b>	<b>4.00</b>	<b>0.00</b>

## Cruise Sample Design:

This timber sale was cruised using the **variable plot** sampling method. The double basal area system was employed; a small BAF to determine Basal Area (count trees) and a large BAF to determine the Volume-Basal Area Ratio (cruise trees). Each plot was a full plot. Plot locations were created using a computer generated grid, and found using a hand held GPS unit.

Unit #	Small BAF (count)	Large BAF (cruise)	Sighting height	Grid size (plot spacing in feet)	% Cruise to count Target	% Cruise to count Actual	Total number of Plots
1	27.78	111.11	D4H	260 x 260	25%	28.8%	23
2	27.78	134.44	D4H	250 x 250	20.7%	20.2%	124
3	20.00	80.28	D4H	260 x 260	24.9%	19.1%	33
4	27.78	134.44	D4H	260 x 260	20.7%	29.8%	45
5	27.78	27.78	D4H	260 x 260	100%	100%	4
6	33.61	80.28	D4H	260 x 260	41.9%	36.7%	11
7	27.78	111.11	D4H	260 x 260	25%	26.5%	22
Total						25.4%	262

### Cruise Specifications:

Minor species cruise intensity:	We grade the first tree of all minor species encountered with the smaller BAF; then followed through with the small BAF to large BAF ratio.
Minimum top dib:	<p><b>Ponderosa pine and red cedar:</b> Trees less than 17.5" DBH have a minimum top of 5.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p> <p><b>All other species:</b> Trees less than 17.5" DBH have a minimum top of 4.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p>
Minimum dbh:	Ponderosa pine: 8.0 inches DBH All other species: 7.0 inches DBH
Log lengths:	Saw logs: 32 feet where possible, minimum of 12 feet Firewood: 40 feet where possible, minimum of 12 feet Utility: 16 feet where possible, minimum of 12 feet
Take / Leave tree description:	Harvest all conifers that meet the minimum cruise specifications and are not banded with blue paint. Harvest all right of way trees banded with orange paint. Leave all ponderosa pine and hardwoods. Unit 2: In addition to leaving all ponderosa pine and hardwoods there are approximately 16 acres of leave tree areas marked with tags and white flagging.
Commercial species observed in sale area, but not in cruise:	Lodgepole pine There will be a few ponderosa pine removed in road construction.
Utility wood:	Comprised of non-board foot volume and volume below the minimum top diameter of 5" or 40% of DOB at 16' to a minimum of a 2.6" top.
Status codes used:	D - Dead
Sort codes used	D – saw log, U – utility log, F - firewood
Species table used:	NE 2 inch
Grade table used:	Eastgrad
Other tables used:	

**Field Observations:**

Location:	12 to 15 miles west of Republic, WA in east central Okanogan County.
Aspect:	North, East, South and West
Elevation:	3360 to 4560
Slope:	Unit 1 – 0% to 35%, Average 20% Unit 2 – 0% to 65%, Average 35% Unit 3 – 0% to 50%, Average 25% Unit 4 – 0% to 65%, Average 30% Unit 5 – 0% to 30%, Average 20% Unit 6 – 0% to 35%, Average 20% Unit 7 – 0% to 45%, Average 25%
Harvest Methods:	100% Ground base yarding with the longest skidding of 1600 feet.
Stand Composition:	The stands are second growth Douglas-fir, ponderosa pine and western larch with larger residual trees. There is a minor component of engelmann spruce.
Stand Health:	There is evidence of western spruce budworm in units 1 and 2. There is heavy mistletoe in most of the Douglas-fir and moderate mistletoe in the western larch.
Timber Quality:	The timber is a mix of fair quality Douglas-fir (88%), western larch (12%) and engelmann spruce (<1%).
Non-board Foot Volume:	174 mbf of the total sale volume is comprised of utility wood, of which there is 74 mbf of Douglas-fir firewood and 22 mbf western larch firewood.
Other Considerations:	

**Trust and Counties****Trust:** 03 - 100%**County:** 100% Okanogan County**Prepared by:** Jim Putnam**Title:** Timber Cruiser and Small Sales Forester**CC:** Timber Sales Document Center & File # 30-092773

TC PSPCSTGR **Species, Sort Grade - Board Foot Volumes (Project)**

T36N R30E S26 Ty00U3 THRU T38N R30E S36 Ty00U5	<b>Project: CAPELAB</b> <b>Acres 396.00</b>	<b>Page 1</b> <b>Date 2/8/2016</b> <b>Time 2:18:31PM</b>
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S Spp	So T	Gr rt	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	21-32	33-55	56-99					
WL	D	2		24	2.2	296	289	115			100			100			32	13	222	1.55	1.3
WL	D	3		47	.2	543	542	215			100			100			32	8	83	0.58	6.5
WL	D	4		26		297	297	118	67	33			21	79			25	5	34	0.27	8.7
WL	U	UT		3		31	31	12	100					100			15	3	10	0.13	3.1
<b>WL Totals</b>				11	.7	1,166	1,158	459	20	55	25		8	92			26	6	59	0.49	19.7
WL	D	F	W	100		54	54	22	10	90			10	28	61		30	7	60	0.64	.9
<b>WL Totals</b>				1		54	54	22	10	90			10	28	61		30	7	60	0.64	.9
DF	D	2		15	6.2	1,484	1,391	551			66	34		100			31	14	281	1.76	4.9
DF	D	3		55	2.7	4,915	4,780	1,893			96	3	1	0	100		32	8	100	0.72	47.7
DF	D	4		28	4.2	2,476	2,372	939	57	28	6	10	24	76			24	5	35	0.34	68.4
DF	U	UT		2	1.0	167	166	66	87	13				100			16	4	10	0.16	16.4
<b>DF Totals</b>				86	3.7	9,042	8,709	3,449	17	60	14	9	9	91			26	7	63	0.55	137.5
DF	D	F	W	100	4.6	197	188	74	3	27	54	15	1	46	53		33	10	178	1.42	1.1
<b>DF Totals</b>				2	4.6	197	188	74	3	27	54	15	1	46	53		33	10	178	1.42	1.1
ES	D	3		73		13	13	5			100			100			32	10	140	0.97	.1
ES	D	4		27		5	5	2	100					100			32	5	50	0.34	.1
ES	U	UT															12	3		0.09	.1
<b>ES Totals</b>				0		17	17	7	26	74				100			25	6	63	0.57	.3
<b>Totals</b>					3.3	10,477	10,127	4,010	17	59	16	8	8	90	1		26	7	63	0.55	159.5

TC PSTATS		PROJECT STATISTICS							PAGE	1	
		PROJECT CAPELAB							DATE	2/8/2016	
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	26	CAPE LABELLE	00U3	THR	396.00	262	760	S	E	
38N	30E	36	CAPE LABELLE	00U5							
			PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL			262	760	2.9						
CRUISE			114	193	1.7	35,026	.6				
DBH COUNT											
REFOREST											
COUNT			106	245	2.3						
BLANKS			42								
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	
DOUG FIR		173	77.6	12.7	66	19.2	68.6	9,042	8,709	1,974	
DOUG FIR-D		7	.5	22.5	68	0.3	1.5	197	188	49	
W LARCH		30	9.7	12.6	75	2.4	8.3	1,166	1,158	254	
W LARCH-D		4	.5	14.5	75	0.2	.6	54	54	18	
E SPRUCE		1	.1	14.6	88	0.0	.1	17	17	4	
<b>TOTAL</b>		<i>215</i>	<i>88.5</i>	<i>12.8</i>	<i>67</i>	<i>22.1</i>	<i>79.1</i>	<i>10,477</i>	<i>10,127</i>	<i>2,299</i>	
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	7	10		
DOUG FIR		95.0	7.4	179	193	207					
DOUG FIR-D		44.6	18.2	332	406	479					
W LARCH		72.3	13.4	145	167	190					
W LARCH-D		35.9	20.5	85	108	130					
E SPRUCE											
<b>TOTAL</b>		<i>91.2</i>	<i>6.4</i>	<i>183</i>	<i>195</i>	<i>207</i>	<i>333</i>	<i>170</i>	<i>83</i>		
CL	68.1	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		73.0	4.5	74	78	81					
DOUG FIR-D		566.5	35.0	0	1	1					
W LARCH		244.1	15.1	8	10	11					
W LARCH-D		871.1	53.8	0	1	1					
E SPRUCE		1618.6	100.0	0	0	0					
<b>TOTAL</b>		<i>59.2</i>	<i>3.7</i>	<i>85</i>	<i>88</i>	<i>92</i>	<i>140</i>	<i>72</i>	<i>35</i>		
CL	68.1	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		63.3	3.9	66	69	71					
DOUG FIR-D		564.5	34.9	1	1	2					
W LARCH		226.4	14.0	7	8	10					
W LARCH-D		852.3	52.7	0	1	1					
E SPRUCE		1618.6	100.0	0	0	0					
<b>TOTAL</b>		<i>47.2</i>	<i>2.9</i>	<i>77</i>	<i>79</i>	<i>81</i>	<i>89</i>	<i>46</i>	<i>22</i>		
CL	68.1	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR		64.9	4.0	8,360	8,709	9,059					
DOUG FIR-D		570.6	35.3	122	188	254					
W LARCH		231.4	14.3	993	1,158	1,324					
W LARCH-D		861.6	53.2	25	54	83					
E SPRUCE		1618.6	100.0	0	17	34					
<b>TOTAL</b>		<i>48.9</i>	<i>3.0</i>	<i>9,821</i>	<i>10,127</i>	<i>10,434</i>	<i>96</i>	<i>49</i>	<i>24</i>		

**PROJECT STATISTICS**  
**PROJECT CAPELAB**

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
36N	30E	26	CAPE LABELLE	00U3	THR	396.00	262	760	S	E
38N	30E	36	CAPE LABELLE	00U5						

CL	68.1	COEFF		V BAR/ACRE			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR				122	127	132			
DOUG FIR-D		401.6	24.8	83	128	173			
W LARCH		142.5	8.8	119	139	159			
W LARCH-D		798.2	49.3	42	89	137			
E SPRUCE		1618.6	100.0	0	163	327			
<b>TOTAL</b>		<i>60.2</i>	<i>3.7</i>	<i>124</i>	<i>128</i>	<i>132</i>	<i>145</i>	<i>74</i>	<i>36</i>

<b>T37N R30E S36 T00U1</b>										<b>T37N R30E S36 T00U1</b>				
<b>Twp</b>	<b>Rge</b>	<b>Sec</b>	<b>Tract</b>	<b>Type</b>	<b>Acres</b>	<b>Plots</b>	<b>Sample Trees</b>	<b>CuFt</b>	<b>BdFt</b>					
<b>37N</b>	<b>30E</b>	<b>36</b>	<b>CAPE LABELLE</b>	<b>00U1</b>	<b>34.42</b>	<b>23</b>	<b>15</b>	<b>S</b>	<b>E</b>					

Spp	S	So	Gr	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent 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	21-32	33-55	56-99					
DF	D	2		25	14.3	1,841	1,578	54		67	33		100				27	14	233	1.60	6.8
DF	D	3		62	6.0	4,074	3,828	132		100			100				31	9	101	0.77	37.8
DF	D	4		12		712	712	25	100				40	60			22	5	26	0.29	27.4
DF	U	UT		1		62	62	2	100				100				16	3	6	0.15	9.8
<b>DF</b>	<b>Totals</b>			<b>76</b>	<b>7.6</b>	<b>6,688</b>	<b>6,180</b>	<b>213</b>	<b>13</b>	<b>62</b>	<b>17</b>	<b>8</b>	<b>6</b>	<b>94</b>			<b>26</b>	<b>7</b>	<b>76</b>	<b>0.66</b>	<b>81.8</b>
WL	D	2		33		580	580	20		100			100				32	13	210	1.45	2.8
WL	D	3		48		846	846	29		100			100				32	7	67	0.41	12.7
WL	D	4		11		199	199	7	100				100				18	5	20	0.20	10.0
WL	U	UT		8		127	127	4	100				100				15	3	10	0.10	12.7
<b>WL</b>	<b>Totals</b>			<b>22</b>		<b>1,753</b>	<b>1,753</b>	<b>60</b>	<b>19</b>	<b>48</b>	<b>33</b>		<b>19</b>	<b>81</b>			<b>23</b>	<b>6</b>	<b>46</b>	<b>0.40</b>	<b>38.2</b>
ES	D	3		73		145	145	5		100			100				32	10	140	0.97	1.0
ES	D	4		27		52	52	2	100				100				32	5	50	0.34	1.0
ES	U	UT															12	3		0.09	1.0
<b>ES</b>	<b>Totals</b>			<b>2</b>		<b>197</b>	<b>197</b>	<b>7</b>	<b>26</b>	<b>74</b>			<b>100</b>				<b>25</b>	<b>6</b>	<b>63</b>	<b>0.57</b>	<b>3.1</b>
<b>Type Totals</b>					<b>5.9</b>	<b>8,638</b>	<b>8,130</b>	<b>280</b>	<b>14</b>	<b>59</b>	<b>20</b>	<b>6</b>	<b>8</b>	<b>92</b>			<b>25</b>	<b>7</b>	<b>66</b>	<b>0.58</b>	<b>123.0</b>

<b>T37N R30E S36 T00U2</b>		<b>T37N R30E S36 T00U2</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>37N 30E 36 CAPE LABELLE 00U2 168.44 124 67 S</b>		<b>E</b>

Spp	S	So	Gr	%	Bd. Ft. per Acre			Total	Percent Net Board Foot Volume								Average Log				Logs					
									Net	Def%	Gross	Net	Net MBF	Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/	
														BdFt	4-5	6-11	12-16	17+	12-20	21-32						33-55
DF	D	2		13	3.3	1,112	1,075	181			32	68			100				32	15	338	1.94	3.2			
DF	D	3		56	1.6	4,701	4,624	779			100			0	100				32	8	101	0.71	45.8			
DF	D	4		29	2.9	2,435	2,364	398	66	28	6			23	77				24	5	32	0.30	73.3			
DF	U	UT		2		120	120	20	100					100					16	3	9	0.16	13.7			
<b>DF</b>	<b>Totals</b>			87	2.2	8,368	8,184	1,379	20	65	6	9		8	92				26	6	60	0.50	135.9			
WL	D	2		13		155	155	26			100			100					32	14	250	1.32	.6			
WL	D	3		51		600	600	101			100			100					32	8	82	0.61	7.3			
WL	D	4		35		415	415	70	74	26				16	84				26	5	34	0.28	12.3			
WL	U	UT		1		6	6	1	100					100					14	3	10	0.12	.6			
<b>WL</b>	<b>Totals</b>			13		1,176	1,176	198	27	60	13			6	94				28	6	56	0.44	20.9			
<b>Type Totals</b>					1.9	9,543	9,360	1,577	21	64	7	8		8	92				26	6	60	0.50	156.8			

<b>T36N R30E S26 T00U3</b>									<b>T36N R30E S26 T00U3</b>				
<b>Twp</b>	<b>Rge</b>	<b>Sec</b>	<b>Tract</b>	<b>Type</b>	<b>Acres</b>	<b>Plots</b>	<b>Sample Trees</b>	<b>CuFt</b>	<b>BdFt</b>				
<b>36N</b>	<b>30E</b>	<b>26</b>	<b>CAPE LABELLE</b>	<b>00U3</b>	<b>53.82</b>	<b>33</b>	<b>22</b>	<b>S</b>	<b>E</b>				

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	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf		
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99						
DF	D	3		63	2.0	5,083	4,983	268	100				100				32	8	100	0.66	49.8	
DF	D	4		31	3.0	2,575	2,498	134	58	42			21	79			24	5	31	0.32	81.1	
DF	U	UT		6	396		396	21	59	41			100				16	4	13	0.17	31.4	
<b>DF</b>	<b>Totals</b>			92	2.2	8,053	7,877	424	21	79			12	88			25	6	49	0.43	162.3	
WL	D	2		23	165		165	9	100				100				32	16	340	2.02	.5	
WL	D	3		68	475		475	26	100				100				32	8	90	0.60	5.3	
WL	D	4		6	42		42	2	77	23			100				18	5	20	0.27	2.1	
WL	U	UT		3	16		16	1	100				100				14	3	10	0.12	1.6	
<b>WL</b>	<b>Totals</b>			8	.0	698	698	38	7	69	24			8	92			26	7	74	0.59	9.4
<b>Type Totals</b>					2.0	8,751	8,576	462	20	78	2			11	89			25	6	50	0.44	171.7

<b>T37N R30E S30 T00U4</b>		<b>T37N R30E S30 T00U4</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>37N 30E 30 CAPE LABELLE 00U4 78.42 45 40 S</b>		<b>E</b>

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	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF	D	2		24	3.9	2,355	2,263	177		85	15			100			32	14	280	1.74	8.1
DF	D	3		40	6.7	3,818	3,562	279		72	22	6		100			31	10	134	0.99	26.5
DF	D	4		35	8.6	3,437	3,142	246	25	26	12	37		17	83		25	7	59	0.55	53.2
DF	U	UT		1	8.8	99	90	7	100					100			15	3	8	0.18	11.7
<b>DF</b>	<b>Totals</b>			81	6.7	9,709	9,057	710	10	37	34	19		7	93		26	8	91	0.78	99.5
DF	D F	WD		100	4.6	994	949	74	3	27	54	15		1	46	53	33	10	178	1.42	5.3
<b>DF</b>	<b>D Totals</b>			8	4.6	994	949	74	3	27	54	15		1	46	53	33	10	178	1.42	5.3
WL	D	2		67		610	610	48		100				100			32	13	210	1.66	2.9
WL	D	3		29		262	262	21		100				100			32	7	90	0.59	2.9
WL	U	UT		4		29	29	2	100					100			16	3	10	0.16	2.9
<b>WL</b>	<b>Totals</b>			8		901	901	71	3	29	68			3	97		27	8	103	0.93	8.7
WL	D F	WD		100		275	275	22	10	90				10	28	61	30	7	60	0.64	4.6
<b>WL</b>	<b>D Totals</b>			2		275	275	22	10	90				10	28	61	30	7	60	0.64	4.6
<b>Type Totals</b>					5.9	11,879	11,182	877	9	37	38	17		6	88	6	27	8	95	0.82	118.2



<b>T38N R30E S36 T00U6</b>		<b>T38N R30E S36 T00U6</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>38N 30E 36 CAPE LABEL 00U6 20.13 11 40 S</b>		<b>E</b>

Spp	S T	So rt	Gr ad	%	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre					
									Net BdFt	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	21-32	33-55						56-99
DF	D	2		20	9.5	4,081	3,694	74			74	26			100			32	15	287	1.86	12.9			
DF	D	3		55	3.1	10,425	10,098	203			100		0		100			32	7	76	0.57	133.5			
DF	D	4		20	2.7	3,806	3,701	75	72	28				40	60			21	5	26	0.33	144.9			
DF	U	UT		5		740	740	15	100						100			16	4	13	0.15	56.9			
<b>DF</b>	<b>Totals</b>			98	4.3	19,052	18,234	367	19	61	15	5		12	88			25	6	52	0.51	348.2			
WL	D	2		65	38.2	339	209	4			100				100			32	16	210	2.14	1.0			
WL	D	3		35		110	110	2			100				100			32	8	110	0.87	1.0			
WL	U	UT																12	3		0.20	1.0			
<b>WL</b>	<b>Totals</b>			2	28.9	449	319	6		34	66				100			25	9	107	1.30	3.0			
<b>Type Totals</b>					4.9	19,501	18,553	373	18	60	16	5		12	88			25	6	53	0.51	351.2			



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

T36N R30E S26 Ty00U3	53.8
T37N R30E S30 Ty00U4	78.4
T38N R30E S36 Ty00U	20.1

**Project CAPELAB**  
**Acres 396.00**

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**Date: 2/8/2016**  
**Time 2:18:32PM**

Species	S T	Total	Total	Total	Net Cubic Ft/		CF/	Total CCF		Total MBF	
		Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net
DOUG FIR		30,745	54,468	22,284	25.27	14.26	0.55	7,819	7,770	3,581	3,449
W LARCH		3,824	7,801	2,412	26.28	12.88	0.49	1,005	1,005	462	459
DOUG FIR	D	210	419	554	92.78	46.39	1.41	194	194	78	74
W LARCH	D	212	362	166	32.67	19.17	0.64	69	69	22	22
E SPRUCE		36	107	40	43.09	14.36	0.57	15	15	7	7
<b>Totals</b>		35,026	63,158	25,456	25.85	14.34	0.55	9,103	9,054	4,149	4,010

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	35,026	63,158	25,456	25.85	14.34	0.55	9,103	9,054	4,149	4,010
<b>Totals</b>	35,026	63,158	25,456	25.85	14.34	0.55	9,103	9,054	4,149	4,010



**Log Stock Table - MBF**

T36N R30E S26 Ty00U3  
THRU  
T38N R30E S36 Ty00U5

**Project: CAPELAB**  
**Acres 396.00**

**Page 2**  
**Date 2/8/2016**  
**Time 2:18:30PM**

Spp	S T	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
									2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-30	31-40	41-70	71+
DF		D	4	26	15		15	.4		15										
DF		D	4	28	69		69	2.0		69										
DF		D	4	30	58		58	1.7		58										
DF		D	4	32	522	5.5	493	14.3		327	11	47	15		45	47				
DF		U	UT	14	15		15	.4		6	9									
DF		U	UT	15	3		3	.1		3										
DF		U	UT	16	34		34	1.0		26	8									
DF		U	UT	18	8	8.9	7	.2		7										
DF		U	UT	19	3		3	.1		3										
DF		U	UT	20	3		3	.1		3										
DF		Totals			3,581	3.7	3,449	86.0		48	898	1377	463	198	168	232	64			
DF	D	F	W	20	1		1	1.3		1										
DF	D	F	W	30	4		4	5.9		2	2									
DF	D	F	W	32	33	9.2	30	39.9		3	5	7	8	7						
DF	D	F	W	35	3	21.4	2	2.7			2									
DF	D	F	W	40	37		37	50.3			8		9	9	11					
DF		Totals			78	4.6	74	1.9		6	17	7	17	16	11					
ES		D	3	32	5		5	73.7			5									
ES		D	4	32	2		2	26.3			2									
ES		Totals			7		7	.2		2	5									
Total		All Species			4,149	3.3	4,010	100.0		61	1022	1629	485	310	197	243	64			



**Project Log Stock Table - TONS(SED)**

T36N R30E S26 Ty00U3  
THRU  
T38N R30E S36 Ty00U5

**Project: CAPELAB**  
**Acres 396.00**

**Page 2**  
**Date 2/8/2016**  
**Time 2:18:31PM**

Spp	S T	So rt	Gr de	Log Len	SED	TONS	Tons by Scaling Diameter in Inches											
							2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-30	31-40	41-70	71+
DF		D	4	20	5.5	662		572	90									
DF		D	4	22	5.0	95		95										
DF		D	4	24	5.1	439		439										
DF		D	4	26	5.1	120		120										
DF		D	4	28	5.1	483		483										
DF		D	4	30	5.0	439		439										
DF		D	4	32	6.0	3,177		2225	59	252	120	264	257					
DF		U	UT	11	3.0													
DF		U	UT	12	3.0	33	33											
DF		U	UT	14	4.3	94	38	56										
DF		U	UT	15	3.0	17	17											
DF		U	UT	16	4.1	211	179	32										
DF		U	UT	18	3.0	69	69											
DF		U	UT	19	3.0	36	36											
DF		U	UT	20	3.0	22	22											
Graded						22284	394	6221	8927	2965	1157	980	1263	378				
DF		Totals			6.5	22,284	394	6221	8927	2965	1157	980	1263	378				
DF	D	F	W	20	6.0	10		10										
DF	D	F	W	30	6.9	29		14	15									
DF	D	F	W	32	10.0	225		18	37	57	57	57						
DF	D	F	W	35	8.0	19			19									
DF	D	F	W	40	13.2	270			67		67	67	69					
Graded						554		42	139	57	124	124	69					
DF		Totals			10.0	554		42	139	57	124	124	69					
ES		D	3	32	10.0	29			29									
ES		D	4	32	5.0	10		10										
ES Graded		U	UT	12	3.0	1 40	1 1	10	29									
ES		Totals			6.0	40		1	10	29								
Total		All Species				25,456	453	6855	10380	3098	1784	1177	1332	378				

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT		CAPELAB		DATE	2/8/2016	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
37N	30E	36	CAPE LABELLE	00U1	34.42	23	52	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				TREES	TREES	TREES				
TOTAL	23	52	2.3							
CRUISE	10	15	1.5		1,968		.8			
DBH COUNT										
REFOREST										
COUNT	9	17	1.9							
BLANKS	4									
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	12	43.4	14.6	67	13.3	50.7	6,688	6,180	1,482	1,413
W LARCH	2	12.7	12.5	80	3.1	10.9	1,753	1,753	350	350
E SPRUCE	1	1.0	14.6	88	0.3	1.2	197	197	45	45
<b>TOTAL</b>	<b>15</b>	<b>57.2</b>	<b>14.2</b>	<b>70</b>	<b>16.7</b>	<b>62.8</b>	<b>8,638</b>	<b>8,130</b>	<b>1,877</b>	<b>1,808</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>				<b># OF TREES REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	82.9	25.0	168	223	279					
W LARCH	77.8	72.9	54	200	346					
E SPRUCE										
<b>TOTAL</b>	<b>77.8</b>	<b>20.8</b>	<b>173</b>	<b>218</b>	<b>263</b>	<b>260</b>	<b>132</b>	<b>65</b>		
CL: 68.1 %	COEFF	<b>TREES/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	63.0	13.4	38	43	49					
W LARCH	204.7	43.7	7	13	18					
E SPRUCE	479.6	102.3		1	2					
<b>TOTAL</b>	<b>33.1</b>	<b>7.1</b>	<b>53</b>	<b>57</b>	<b>61</b>	<b>46</b>	<b>23</b>	<b>11</b>		
CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	58.7	12.5	44	51	57					
W LARCH	200.0	42.6	6	11	16					
E SPRUCE	479.6	102.3		1	2					
<b>TOTAL</b>	<b>30.5</b>	<b>6.5</b>	<b>59</b>	<b>63</b>	<b>67</b>	<b>39</b>	<b>20</b>	<b>10</b>		
CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	64.9	13.8	5,325	6,180	7,036					
W LARCH	200.0	42.6	1,005	1,753	2,500					
E SPRUCE	479.6	102.3		197	399					
<b>TOTAL</b>	<b>36.6</b>	<b>7.8</b>	<b>7,496</b>	<b>8,130</b>	<b>8,764</b>	<b>56</b>	<b>29</b>	<b>14</b>		
CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR			105	122	139					
W LARCH			92	161	230					
E SPRUCE	479.6	102.3		163	331					
<b>TOTAL</b>	<b>361.1</b>	<b>77.0</b>	<b>119</b>	<b>129</b>	<b>140</b>	<b>5,452</b>	<b>2,782</b>	<b>1,363</b>		

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	CAPELAB			DATE	2/8/2016	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
37N	30E	36	CAPE LABELLE	00U2	168.44	124	331	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL	124	331	2.7							
CRUISE	43	67	1.6	15,841			.4			
DBH COUNT										
REFOREST										
COUNT	55	122	2.2							
BLANKS	26									
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	59	81.7	12.1	63	18.7	65.2	8,368	8,184	1,812	1,798
W LARCH	8	12.3	11.6	72	2.6	9.0	1,176	1,176	257	257
<b>TOTAL</b>	<i>67</i>	<i>94.0</i>	<i>12.0</i>	<i>64</i>	<i>21.4</i>	<i>74.2</i>	<i>9,543</i>	<i>9,360</i>	<i>2,069</i>	<i>2,054</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>					# OF TREES REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	91.3	12.0	149	169	190					
W LARCH	94.0	35.5	84	130	176					
<b>TOTAL</b>	<i>91.7</i>	<i>11.3</i>	<i>146</i>	<i>165</i>	<i>183</i>	<i>336</i>	<i>171</i>	<i>84</i>		
CL: 68.1 %	COEFF	<b>TREES/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	69.9	6.3	77	82	87					
W LARCH	189.9	17.1	10	12	14					
<b>TOTAL</b>	<i>57.8</i>	<i>5.2</i>	<i>89</i>	<i>94</i>	<i>99</i>	<i>133</i>	<i>68</i>	<i>33</i>		
CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	69.2	6.2	61	65	69					
W LARCH	187.7	16.9	7	9	10					
<b>TOTAL</b>	<i>57.3</i>	<i>5.1</i>	<i>70</i>	<i>74</i>	<i>78</i>	<i>131</i>	<i>67</i>	<i>33</i>		
CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	70.6	6.3	7,665	8,184	8,703					
W LARCH	186.8	16.8	978	1,176	1,373					
<b>TOTAL</b>	<i>58.2</i>	<i>5.2</i>	<i>8,870</i>	<i>9,360</i>	<i>9,849</i>	<i>136</i>	<i>69</i>	<i>34</i>		
CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR			118	126	133					
W LARCH	23.1	2.1	109	131	153					
<b>TOTAL</b>	<i>564.6</i>	<i>50.7</i>	<i>120</i>	<i>126</i>	<i>133</i>	<i>12,749</i>	<i>6,505</i>	<i>3,187</i>		

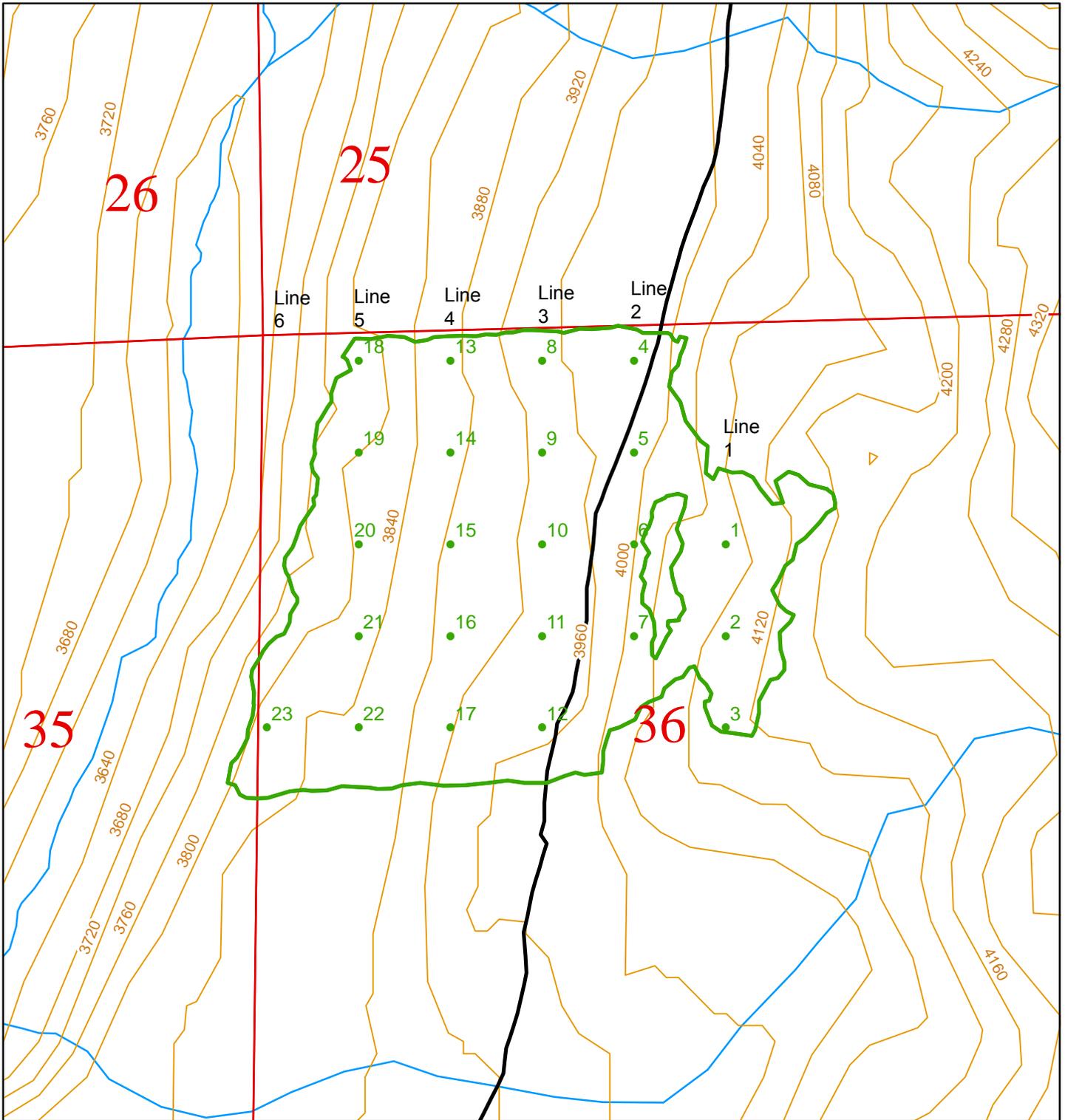
TC TSTATS		<b>STATISTICS</b>							PAGE	1
		<b>PROJECT CAPELAB</b>					DATE	2/8/2016		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	26	CAPE LABELLE	00U3	53.82	33	115	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL		33	115	3.5						
CRUISE		13	22	1.7	5,000		.4			
DBH COUNT										
REFOREST										
COUNT		15	41	2.7						
BLANKS		5								
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	19	89.2	11.6	65	19.2	65.5	8,053	7,877	1,756	1,756
W LARCH	3	3.7	14.5	83	1.1	4.2	698	698	145	145
<b>TOTAL</b>	<b>22</b>	<b>92.9</b>	<b>11.7</b>	<b>66</b>	<b>20.4</b>	<b>69.7</b>	<b>8,751</b>	<b>8,576</b>	<b>1,901</b>	<b>1,901</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>					<b># OF TREES REQ.</b>		<b>INF. POP.</b>	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	54.3	12.8	96	110	124					
W LARCH	84.4	58.4	111	267	423					
<b>TOTAL</b>	<b>79.5</b>	<b>17.3</b>	<b>109</b>	<b>131</b>	<b>154</b>	<b>265</b>	<b>135</b>	<b>66</b>		
CL: 68.1 %	COEFF	<b>TREES/ACRE</b>					<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	50.2	8.7	81	89	97					
W LARCH	251.4	43.8	2	4	5					
<b>TOTAL</b>	<b>46.4</b>	<b>8.1</b>	<b>85</b>	<b>93</b>	<b>100</b>	<b>86</b>	<b>44</b>	<b>22</b>		
CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>					<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	48.5	8.4	60	65	71					
W LARCH	257.1	44.7	2	4	6					
<b>TOTAL</b>	<b>43.7</b>	<b>7.6</b>	<b>64</b>	<b>70</b>	<b>75</b>	<b>76</b>	<b>39</b>	<b>19</b>		
CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>					<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	48.3	8.4	7,215	7,877	8,540					
W LARCH	251.4	43.8	393	698	1,004					
<b>TOTAL</b>	<b>43.1</b>	<b>7.5</b>	<b>7,932</b>	<b>8,576</b>	<b>9,219</b>	<b>74</b>	<b>38</b>	<b>19</b>		
CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>					<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR			110	120	130					
W LARCH	146.8	25.5	93	165	237					
<b>TOTAL</b>	<b>552.1</b>	<b>96.1</b>	<b>114</b>	<b>123</b>	<b>132</b>	<b>12,194</b>	<b>6,222</b>	<b>3,049</b>		

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT		CAPELAB		DATE	2/8/2016	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
37N	30E	30	CAPE LABELLE	00U4	78.42	45	131	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL	45	131	2.9							
CRUISE	27	39	1.4	4,895		.8				
DBH COUNT										
REFOREST										
COUNT	15	37	2.5							
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
DOUG FIR	27	54.1	14.7	66	16.6	63.6	9,709	9,057	2,029	2,028
DOUG FIR-D	7	2.7	22.5	68	1.6	7.4	994	949	248	248
W LARCH	1	2.9	20.7	73	1.5	6.8	901	901	217	217
W LARCH-D	4	2.7	14.5	75	0.8	3.1	275	275	88	88
<b>TOTAL</b>	<b>39</b>	<b>62.4</b>	<b>15.4</b>	<b>67</b>	<b>20.6</b>	<b>80.9</b>	<b>11,879</b>	<b>11,182</b>	<b>2,582</b>	<b>2,582</b>
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	7	10		
DOUG FIR	77.4	15.2	290	342	394					
DOUG FIR-D	44.6	18.2	332	406	479					
W LARCH										
W LARCH-D	35.9	20.5	85	108	130					
<b>TOTAL</b>	<b>74.3</b>	<b>11.9</b>	<b>289</b>	<b>328</b>	<b>368</b>	<b>221</b>	<b>113</b>	<b>55</b>		
CL: 68.1 %	COEFF	TREES/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	72.5	10.8	48	54	60					
DOUG FIR-D	218.4	32.6	2	3	4					
W LARCH	233.3	34.8	2	3	4					
W LARCH-D	352.6	52.6	1	3	4					
<b>TOTAL</b>	<b>50.4</b>	<b>7.5</b>	<b>58</b>	<b>62</b>	<b>67</b>	<b>101</b>	<b>52</b>	<b>25</b>		
CL: 68.1 %	COEFF	BASAL AREA/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	55.6	8.3	58	64	69					
DOUG FIR-D	217.5	32.4	5	7	10					
W LARCH	233.3	34.8	4	7	9					
W LARCH-D	344.4	51.3	2	3	5					
<b>TOTAL</b>	<b>17.7</b>	<b>2.6</b>	<b>79</b>	<b>81</b>	<b>83</b>	<b>12</b>	<b>6</b>	<b>3</b>		
CL: 68.1 %	COEFF	NET BF/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	57.0	8.5	8,287	9,057	9,827					
DOUG FIR-D	220.3	32.8	637	949	1,261					
W LARCH	233.3	34.8	587	901	1,214					
W LARCH-D	348.5	51.9	132	275	418					
<b>TOTAL</b>	<b>25.1</b>	<b>3.7</b>	<b>10,764</b>	<b>11,182</b>	<b>11,600</b>	<b>25</b>	<b>13</b>	<b>6</b>		
CL: 68.1 %	COEFF	V-BAR/ACRE					# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR			130	142	155					
DOUG FIR-D	140.5	20.9	86	128	170					
W LARCH			87	133	179					
W LARCH-D	321.0	47.8	43	89	135					
<b>TOTAL</b>	<b>346.3</b>	<b>51.6</b>	<b>133</b>	<b>138</b>	<b>143</b>	<b>4,796</b>	<b>2,447</b>	<b>1,199</b>		

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT CAPELAB				DATE	2/8/2016	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
38N	30E	36	CAPE LABELLE	00U5	5.00	4	14	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL	4	14	3.5							
CRUISE	4	14	3.5	652		2.1				
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
W LARCH	12	107.5	11.9	81	24.1	83.3	12,120	12,022	2,649	2,649
DOUG FIR	2	23.0	10.5	26	4.3	13.9	1,178	1,178	297	297
<b>TOTAL</b>	<b>14</b>	<b>130.5</b>	<b>11.7</b>	<b>71</b>	<b>28.4</b>	<b>97.2</b>	<b>13,298</b>	<b>13,200</b>	<b>2,947</b>	<b>2,947</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>				# OF TREES REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
W LARCH	55.8	16.8	128	153	179					
DOUG FIR	120.5	112.9		135	287					
<b>TOTAL</b>	<b>60.4</b>	<b>16.7</b>	<b>125</b>	<b>151</b>	<b>176</b>	<b>157</b>	<b>80</b>	<b>39</b>		
CL: 68.1 %	COEFF	<b>TREES/ACRE</b>				# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
W LARCH	106.1	60.6	42	107	173					
DOUG FIR	200.0	114.4		23	49					
<b>TOTAL</b>	<b>70.7</b>	<b>40.4</b>	<b>78</b>	<b>130</b>	<b>183</b>	<b>262</b>	<b>133</b>	<b>65</b>		
CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>				# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
W LARCH	98.1	56.1	37	83	130					
DOUG FIR	200.0	114.4		14	30					
<b>TOTAL</b>	<b>68.0</b>	<b>38.9</b>	<b>59</b>	<b>97</b>	<b>135</b>	<b>242</b>	<b>124</b>	<b>61</b>		
CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>				# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
W LARCH	101.0	57.8	5,078	12,022	18,966					
DOUG FIR	200.0	114.4		1,178	2,526					
<b>TOTAL</b>	<b>81.3</b>	<b>46.5</b>	<b>7,061</b>	<b>13,200</b>	<b>19,339</b>	<b>346</b>	<b>177</b>	<b>87</b>		
CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>				# OF PLOTS REQ.		INF. POP.		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
W LARCH	101.0	57.8	61	144	228					
DOUG FIR	200.0	114.4		85	182					
<b>TOTAL</b>	<b>81.3</b>	<b>46.5</b>	<b>73</b>	<b>136</b>	<b>199</b>	<b>346</b>	<b>177</b>	<b>87</b>		

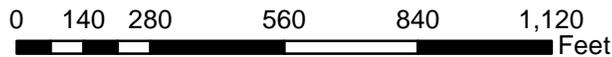
TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	CAPELAB			DATE	2/8/2016	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
38N	30E	36	CAPE LABEL	00U6	20.13	11	49	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL	11	49	4.5	3,792		.5				
CRUISE	7	18	2.6							
DBH COUNT										
REFOREST										
COUNT	4	12	3.0							
BLANKS										
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	39	187.4	12.0	73	42.6	147.8	19,052	18,234	4,368	4,368
W LARCH	1	1.0	23.7	69	0.6	3.1	449	319	99	99
<b>TOTAL</b>	<b>40</b>	<b>188.4</b>	<b>12.1</b>	<b>73</b>	<b>43.3</b>	<b>150.8</b>	<b>19,501</b>	<b>18,553</b>	<b>4,467</b>	<b>4,467</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>				<b># OF TREES REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	104.2	18.7	135	166	197					
W LARCH										
<b>TOTAL</b>	<b>100.8</b>	<b>17.8</b>	<b>140</b>	<b>171</b>	<b>201</b>	<b>407</b>	<b>208</b>	<b>102</b>		
CL: 68.1 %	COEFF	<b>TREES/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR										
W LARCH	331.7	104.9	187	187	187					
<b>TOTAL</b>										
			<b>188</b>	<b>188</b>	<b>188</b>					
CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR										
W LARCH	331.7	104.9	147	147	147					
<b>TOTAL</b>										
			<b>150</b>	<b>150</b>	<b>150</b>					
CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR										
W LARCH	331.7	104.9	18,144	18,144	18,144					
<b>TOTAL</b>										
			<b>18,463</b>	<b>18,463</b>	<b>18,463</b>					
CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR										
W LARCH	331.7	104.9	123	123	123					
<b>TOTAL</b>	<b>266.6</b>	<b>84.3</b>	<b>122</b>	<b>122</b>	<b>122</b>	<b>3,126</b>	<b>1,595</b>	<b>782</b>		

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	CAPELAB			DATE	2/8/2016	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
38N	30E	13	CAPE LABELLE	00U7	35.77	22	68	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL	22	68	3.1							
CRUISE	10	18	1.8	2,877		.6				
DBH COUNT										
REFOREST										
COUNT	8	16	2.0							
BLANKS	4									
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	15	71.2	14.4	70	21.3	80.8	9,980	9,800	2,309	2,309
W LARCH	3	9.2	10.0	77	1.6	5.1	717	717	144	144
<b>TOTAL</b>	<b>18</b>	<b>80.4</b>	<b>14.0</b>	<b>71</b>	<b>23.0</b>	<b>85.9</b>	<b>10,697</b>	<b>10,517</b>	<b>2,453</b>	<b>2,453</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	<b>SAMPLE TREES - BF</b>				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR	57.9	15.5		136	161	186				
W LARCH	75.2	52.1		50	103	157				
<b>TOTAL</b>	<b>60.4</b>	<b>14.6</b>		<b>129</b>	<b>152</b>	<b>174</b>	<b>154</b>	<b>79</b>	<b>39</b>	
CL:	68.1 %	COEFF	<b>TREES/ACRE</b>				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR	43.9	9.6		64	71	78				
W LARCH	262.3	57.2		4	9	14				
<b>TOTAL</b>	<b>40.3</b>	<b>8.8</b>		<b>73</b>	<b>80</b>	<b>88</b>	<b>68</b>	<b>35</b>	<b>17</b>	
CL:	68.1 %	COEFF	<b>BASAL AREA/ACRE</b>				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR	39.6	8.6		74	81	88				
W LARCH	275.6	60.1		2	5	8				
<b>TOTAL</b>	<b>33.0</b>	<b>7.2</b>		<b>80</b>	<b>86</b>	<b>92</b>	<b>46</b>	<b>23</b>	<b>11</b>	
CL:	68.1 %	COEFF	<b>NET BF/ACRE</b>				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR	39.8	8.7		8,948	9,800	10,651				
W LARCH	291.5	63.6		261	717	1,173				
<b>TOTAL</b>	<b>32.6</b>	<b>7.1</b>		<b>9,768</b>	<b>10,517</b>	<b>11,266</b>	<b>45</b>	<b>23</b>	<b>11</b>	
CL:	68.1 %	COEFF	<b>V-BAR/ACRE</b>				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR				111	121	132				
W LARCH	265.6	57.9		52	142	232				
<b>TOTAL</b>	<b>385.2</b>	<b>84.0</b>		<b>114</b>	<b>122</b>	<b>131</b>	<b>6,216</b>	<b>3,172</b>	<b>1,554</b>	



**FMU POLYGON AND SAMPLE POINT INFORMATION**

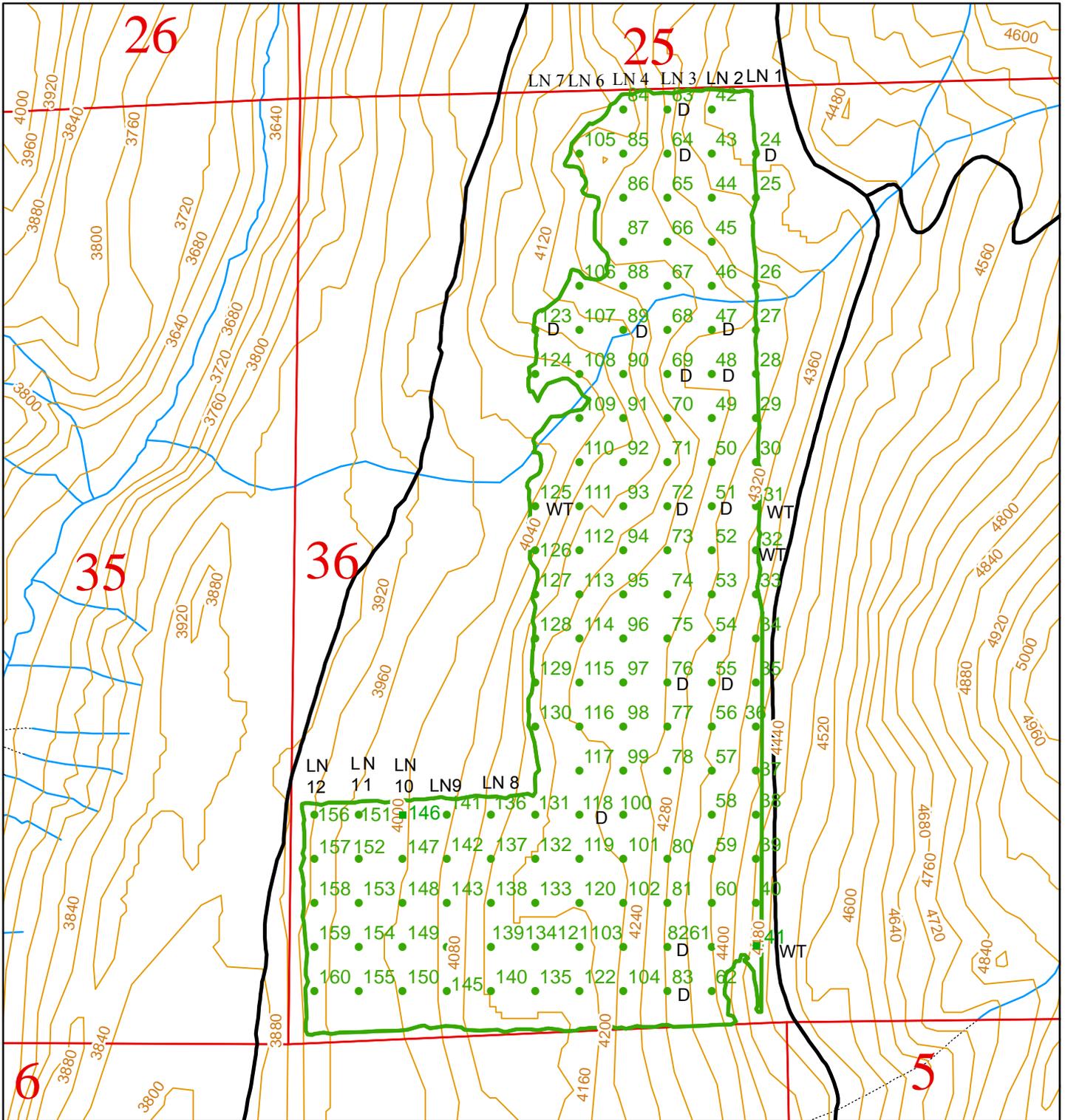
FMU_NM:	CAPE LABELLE U1	Township:	T37R30E
FMU_ID:	88125	DNR Region:	NORTHEAST
Acres:	34	Total Sample Points:	23
County:	OKANOGAN	Spacing Between Points: Width:	260
		Height:	260
		Point Rotation Degrees:	0



Scale 1:4,800

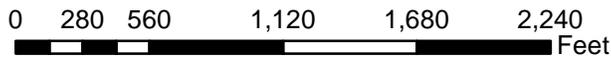
**Legend**

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot



**FMU POLYGON AND SAMPLE POINT INFORMATION**

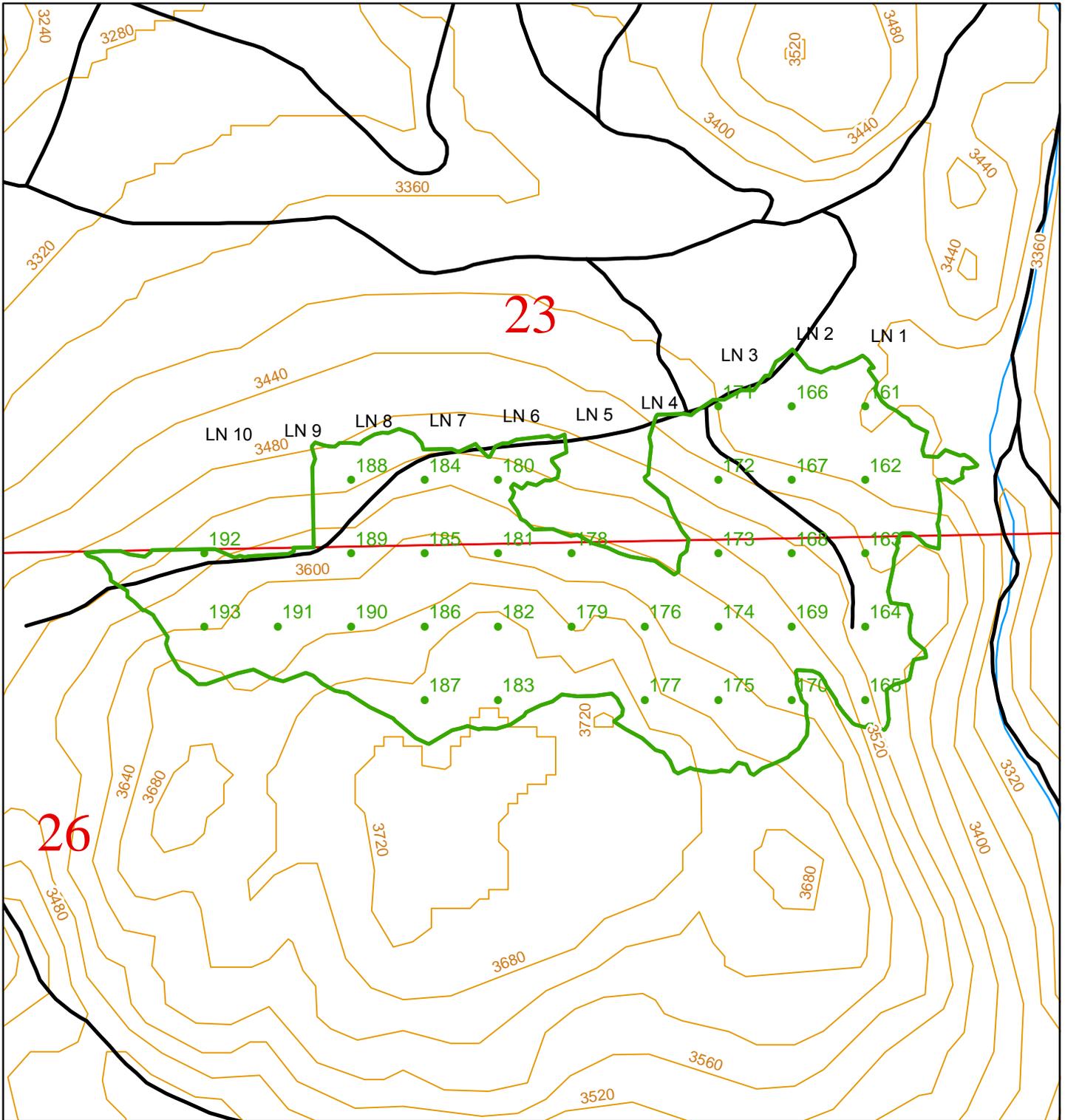
FMU_NM:	CAPE LABELLE U2	Township:	T37R30E
FMU_ID:	88126	DNR Region:	NORTHEAST
Acres:	168	Total Sample Points:	137
County:	OKANOGAN	Spacing Between Points:	Width: 250 Height: 250
Walk Through Plot	WT	Point Rotation Degrees:	0
Deleted Plot	D		



Scale 1:9,600

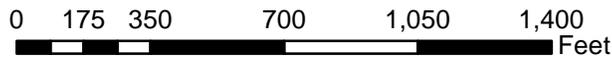
**Legend**

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot



**FMU POLYGON AND SAMPLE POINT INFORMATION**

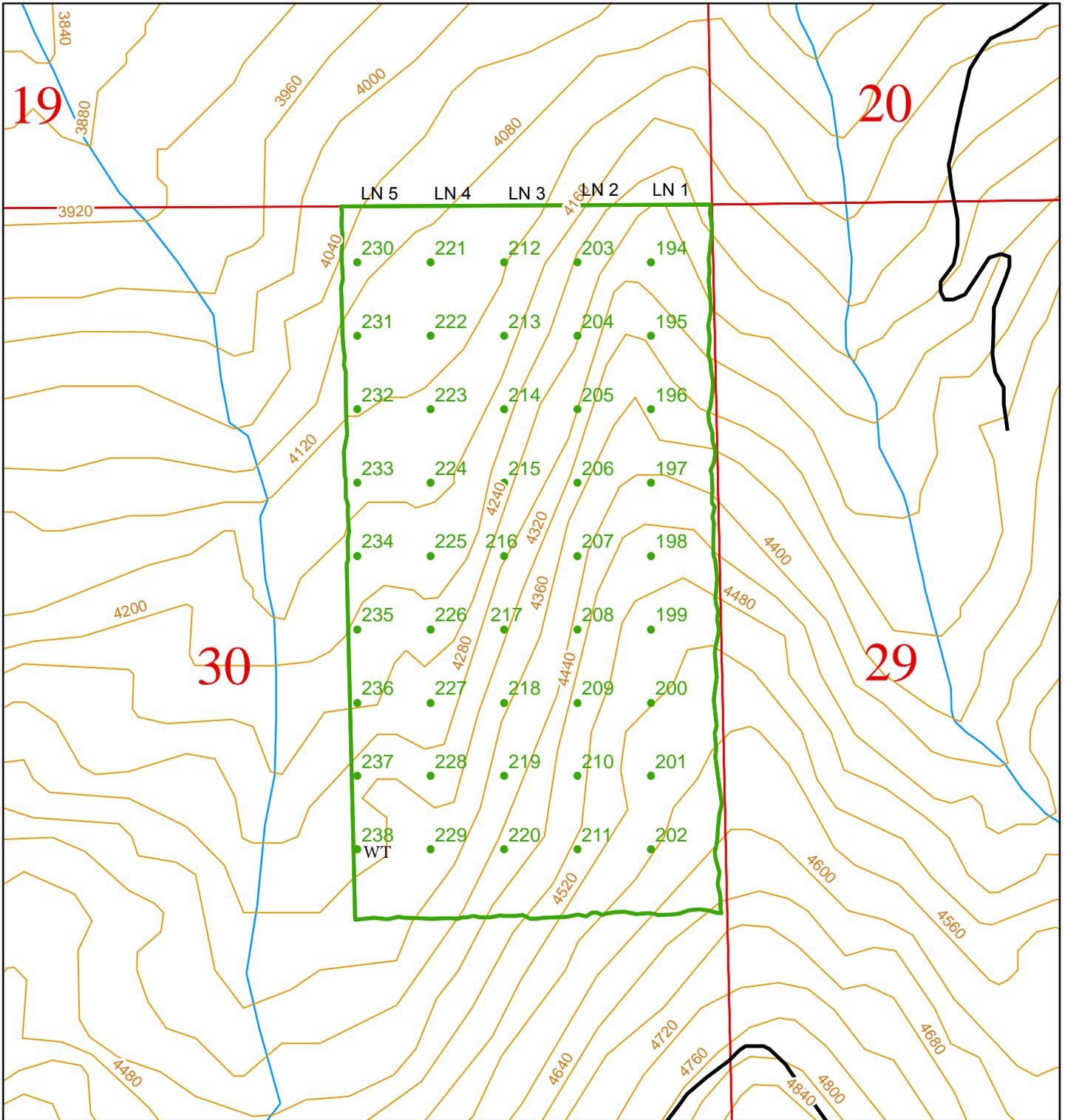
FMU_NM:	CAPE LABELLE U3	Township:	T36R30E
FMU_ID:	93040	DNR Region:	NORTHEAST
Acres:	54	Total Sample Points:	33
County:	OKANOGAN	Spacing Between Points:	Width: 260 Height: 260
		Point Rotation Degrees:	0



Scale 1:6,000

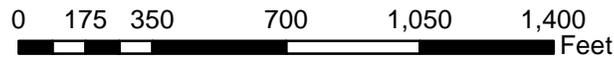
**Legend**

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot



**FMU POLYGON AND SAMPLE POINT INFORMATION**

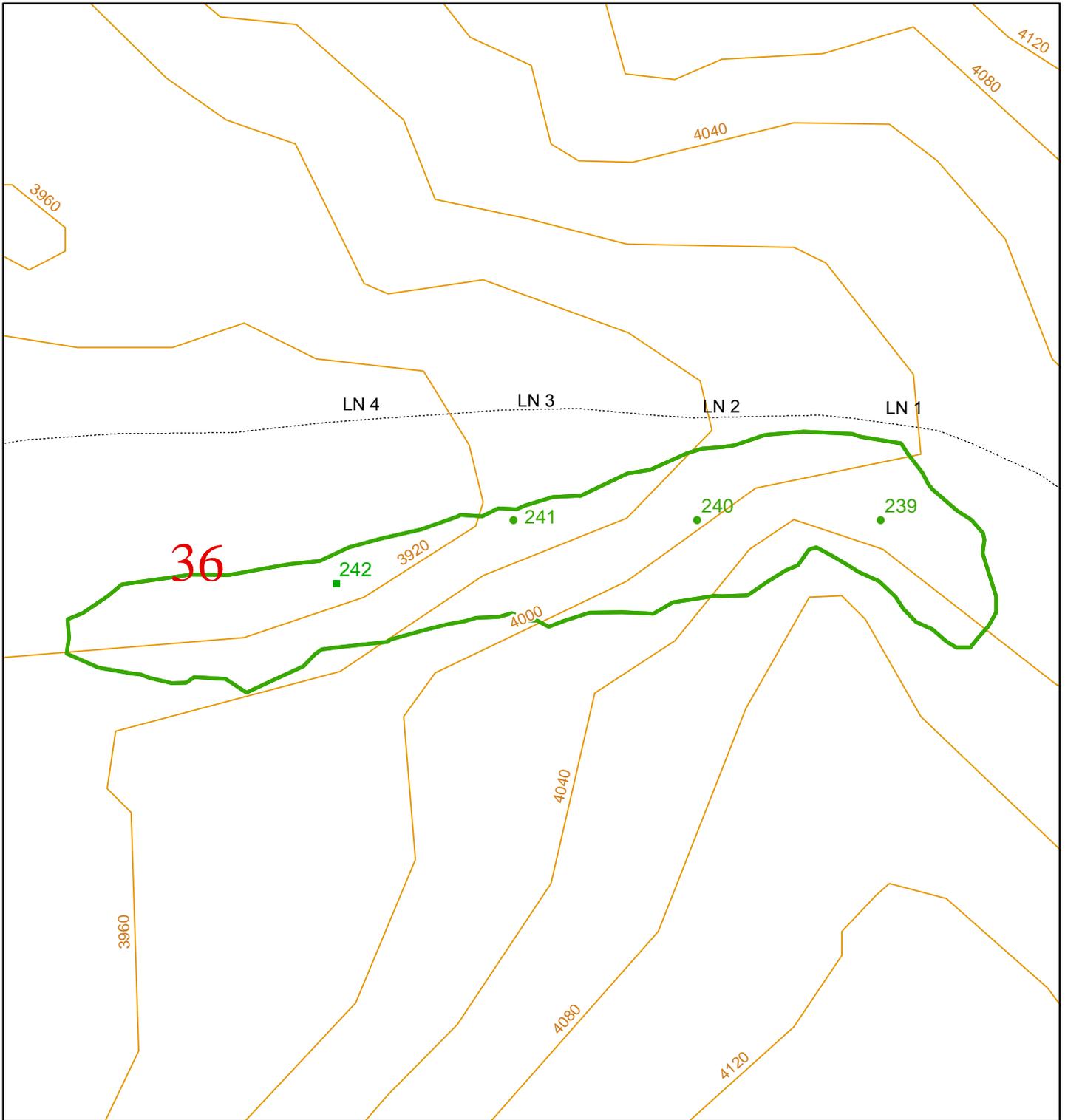
FMU_NM:	CAPE LABELLE U4	Township:	T37R30E
FMU_ID:	93041	DNR Region:	NORTHEAST
Acres:	78	Total Sample Points:	45
County:	OKANOGAN	Spacing Between Points:	Width: 260 Height: 260
Walk Through Plot	WT	Point Rotation Degrees:	0



Scale 1:6,000

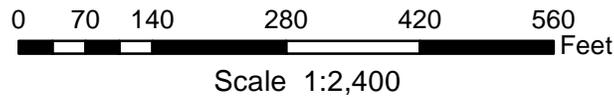
**Legend**

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot



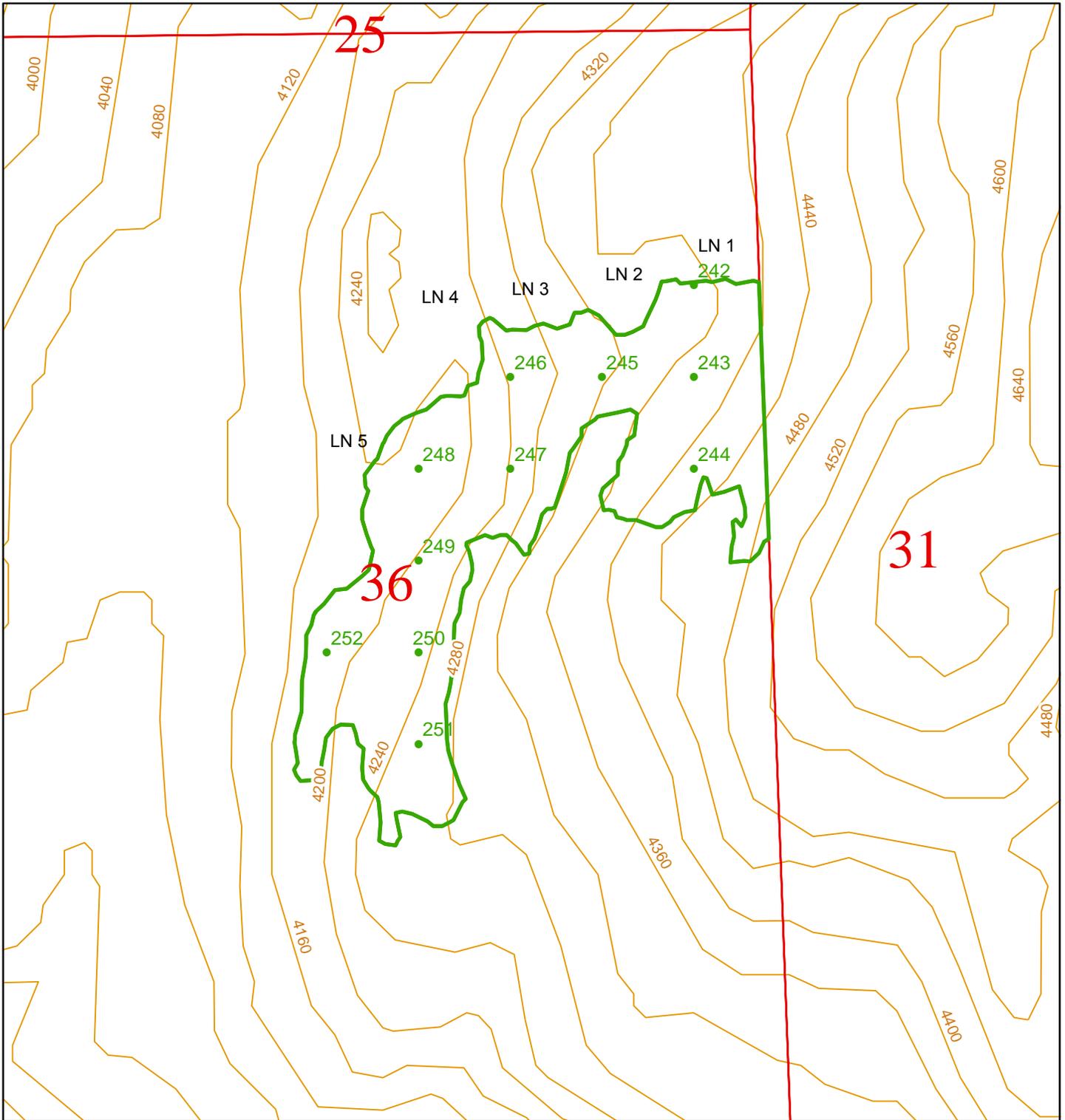
**FMU POLYGON AND SAMPLE POINT INFORMATION**

FMU_NM:	CAPE LABELLE U5	Township:	T38R30E
FMU_ID:	93042	DNR Region:	NORTHEAST
Acres:	5	Total Sample Points:	4
County:	OKANOGAN	Spacing Between Points: Width:	260 Height: 260
		Point Rotation Degrees:	0



**Legend**

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot



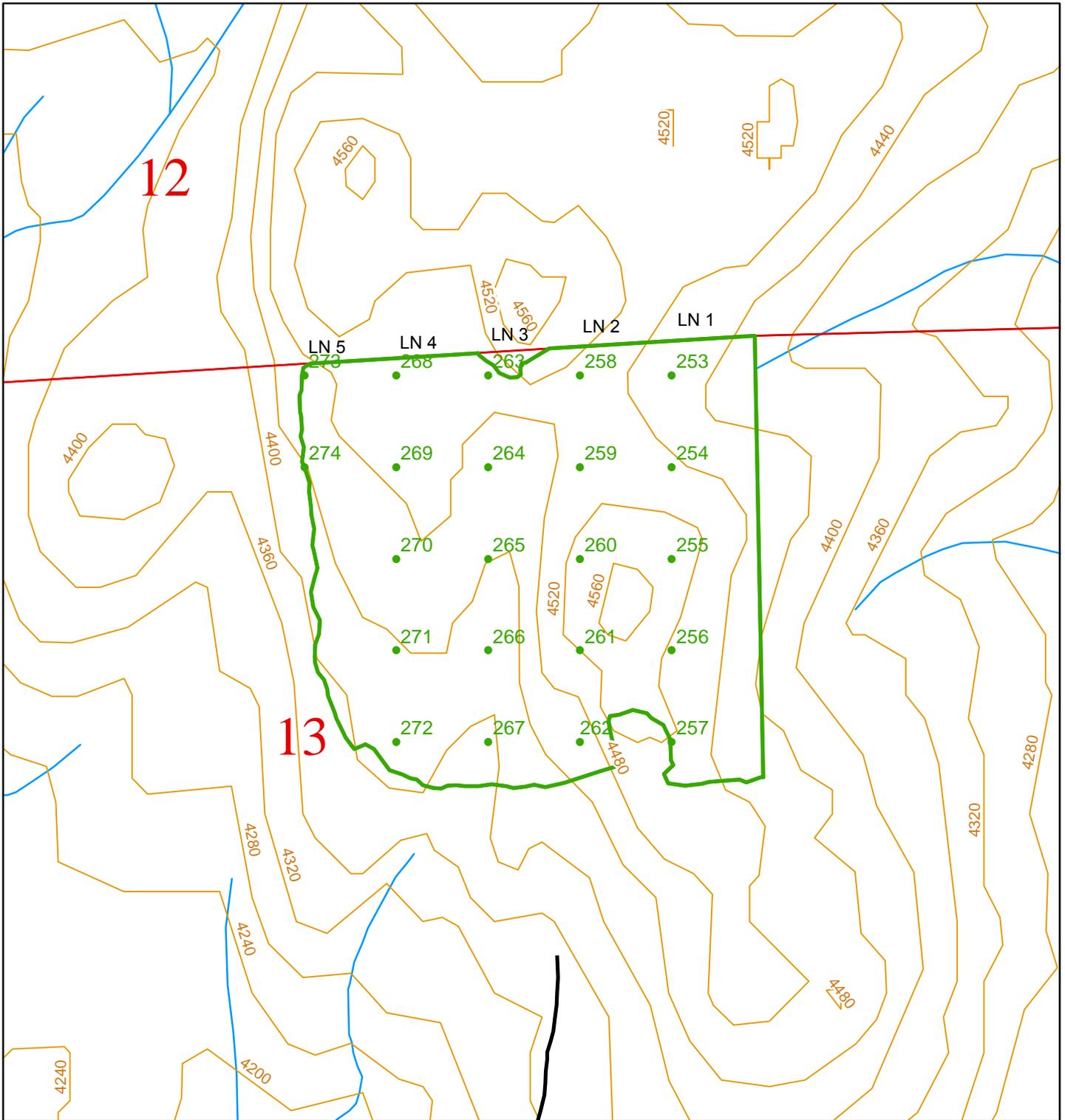
**FMU POLYGON AND SAMPLE POINT INFORMATION**

FMU_NM:	CAPE LABELLE U6	Township:	T38R30E
FMU_ID:	93043	DNR Region:	NORTHEAST
Acres:	20	Total Sample Points:	11
County:	OKANOGAN	Spacing Between Points:	Width: 260 Height: 260
		Point Rotation Degrees:	0



**Legend**

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot



**FMU POLYGON AND SAMPLE POINT INFORMATION**

FMU_NM:	CAPE LABELLE U7	Township:	T38R30E
FMU_ID:	93044	DNR Region:	NORTHEAST
Acres:	36	Total Sample Points:	22
County:	OKANOGAN	Spacing Between Points:	Width: 260 Height: 260
		Point Rotation Degrees:	0



**Legend**

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot



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

FPA/N No: 3020546

Effective Date: 11/5/2015

Expiration Date: 11/5/2018

Shut Down Zone: 678W

EARR Tax Credit:  Eligible [ ] Non-eligible

Reference: DNR

Cape Labelle

**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**

No Conditions

Issued By: Shane Knowlton Region: Northeast

Title: Forest Practices Forester Date: 11/4/2015

Copies to:  Landowner, Timber Owner and Operator.

Issued in person:  Landowner  Timber Owner  Operator By: Nichole Landree