WASHINGTON STATE DEPARTMENT OF Natural Resources

TIMBER NOTICE OF SALE

***SALE NAME**: RIDGE WALKER SORTS* ***AGREEMENT NO**: 30-92313 - 30-93030*

AUCTION: March 3, 2016 starting at 10:00 a.m. **COUNTY: Cowlitz**
Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 15 miles east of Toutle

PRODUCTS SOLD AND SALE AREA: All timber, except leave trees bounded by yellow "Leave Tree Area" tags and pink flagging and individual leave trees banded with blue paint or banded with two rings of orange paint bounded by the following: white "Timber Sale Boundary" tags, the 2700 road, the 2772 road and the 2704A road in Unit 1; white "Timber Sale Boundary" tags, blue "Special Mgmt Boundary" tags, the 2700 road, the 2704 road, the 2704A road and reprod in Unit 2; white "Timber Sale Boundary" tags, the 2700 road, the 2705 road and reprod in Unit 3; white "Timber Sale Boundary" tags, the 2705 road, the 2705B road and the 2708 road in Unit 4; white "Timber Sale Boundary" tags and the 2708 road in Unit 5; white "Timber Sale Boundary" tags, the 2708 road, the 4250 road and reprod in Unit 6; white "Timber Sale Boundary" tags, the 2700D road, 2700D2 road, the 2709 road, and reprod in Unit 7 meeting the specifications described below; on parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., containing 425 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		
30-092327	15	DF 5"-7" dib	N/A	259	2072	8		$55.00	$113,960.00	$11,396.00
30-092328	16	DF 8"-15" dib	28'	751	4882	6.5	$510.00		$383,010.00	$38,301.00
30-093018	17	DF 16"+ dib	28'	265	1537	5.8	$525.00		$139,125.00	$13,912.50
30-093019	18	DF HQB+ 8"-15" dib	28'	292	1752	6	$525.00		$153,300.00	$15,330.00
30-093020	19	DF HQB+ 16"+ dib	28'	66	363	5.5	$550.00		$36,300.00	$3,630.00
30-093021	20	WW 5"-7" dib	N/A	217	1845	8.5		$45.00	$83,025.00	$8,302.50
30-093022	21	WW 8"-15" dib	28'	837	5859	7	$400.00		$334,800.00	$33,480.00
30-093024	22	WW 16"+ dib	28'	356	2101	5.9	$425.00		$151,300.00	$15,130.00
30-093025	23	WW HQB+ 8"-15" dib	28'	397	2580	6.5	$400.00		$158,800.00	$15,880.00
30-093026	24	WW HQB+ 16"+ dib	28'	506	2834	5.6	$425.00		$215,050.00	$21,505.00
30-093027	25	RA 5"+ dib	N/A	7	53	7.8		$40.00	$2,120.00	$212.00
30-093028	26	DF Pulp 2"+ dib	N/A	5	65	13		$28.00	$1,820.00	$182.00
30-093029	27	WW Pulp 2"+ dib	N/A	59	767	13		$28.00	$21,476.00	$2,147.60
30-093030	28	HDWD Pulp 2"+ dib	N/A	1	13	13		$28.00	$364.00	$36.40

Totals: **4018** **26723** **$1,794,450.00**

TIMBER NOTICE OF SALE

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

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

EXPIRATION DATE: November 30, 2016 **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 their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Pacific Cascade Region Office in Castle Rock WA. Phone number (360)577-2025.

TIMBER EXCISE TAX: **P**urchaser 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 = $107.75 per MBF for sorts 2, 3, 4, 5, 7, 8, 9, 10, 16, 17, 18, 19, 21, 22, 23 and 24, $0.00 per Ton for sort , $10.00 per Ton for sorts 12, 13, 14, 26, 27 and 28 and $12.00 per Ton for sorts 1, 6, 15, 20 and 25.

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 = $0.00 per MBF for sorts 12, 13, 14, 26, 27 and 28 and $26.75 per MBF for sorts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25.

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.

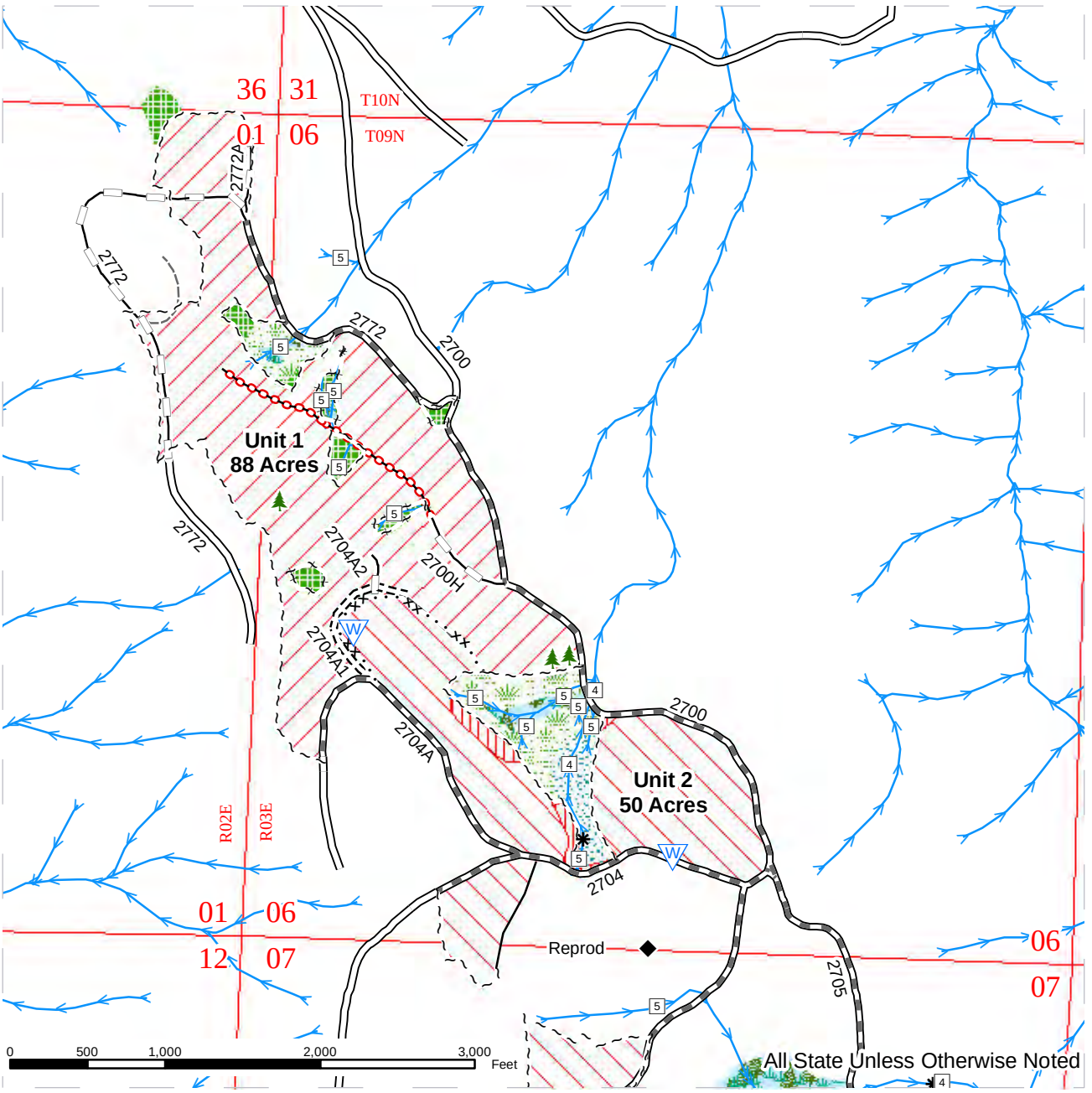
This auction is for Units 1, 2 and 3, Sorts 1-14 of approximately 5,338 Mbf. Delivered volumes dependent on snow. Units 4, 5, 6 and 7, Sorts 15-28 of approximately 4,013 Mbf will be auctioned February 2016.

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 Dave Sund at the Pacific Cascade Region Office at (360)577-2025 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

SALE NAME: RIDGE WALKER SORTS
AGREEMENT#: 30-092312
TOWNSHIP(S): T09R02E, T09R03E
TRUST(S): Common School and Indemnity(3), Agricultural School(4), Normal School(8)

REGION: Pacific Cascade Region
COUNTY(S): COWLITZ
ELEVATION RGE: 2148-2561



Variable Retention Harvest
Thinning
Riparian Restoration
Leave Tree Area
Riparian Mgt Zone
Wetland Mgt Zone
Forested Wetland
Sale Boundary Tags
Special Mgt Area Tags
Leave Tree Tags
Existing Road
Required Pre-Haul Maintenance
Required Construction
Optional Reconstruction
Old Grades / Trails
Required Reconstruction
Required Abandonment
Streams
Stream Type
Stream Type Break
Leave Trees
Waste Area
Existing Rock Pit

N

Prepared By: sogd490 Creation Date: 10/28/2014 Modification Date: 9/9/2015

TIMBER SALE MAP

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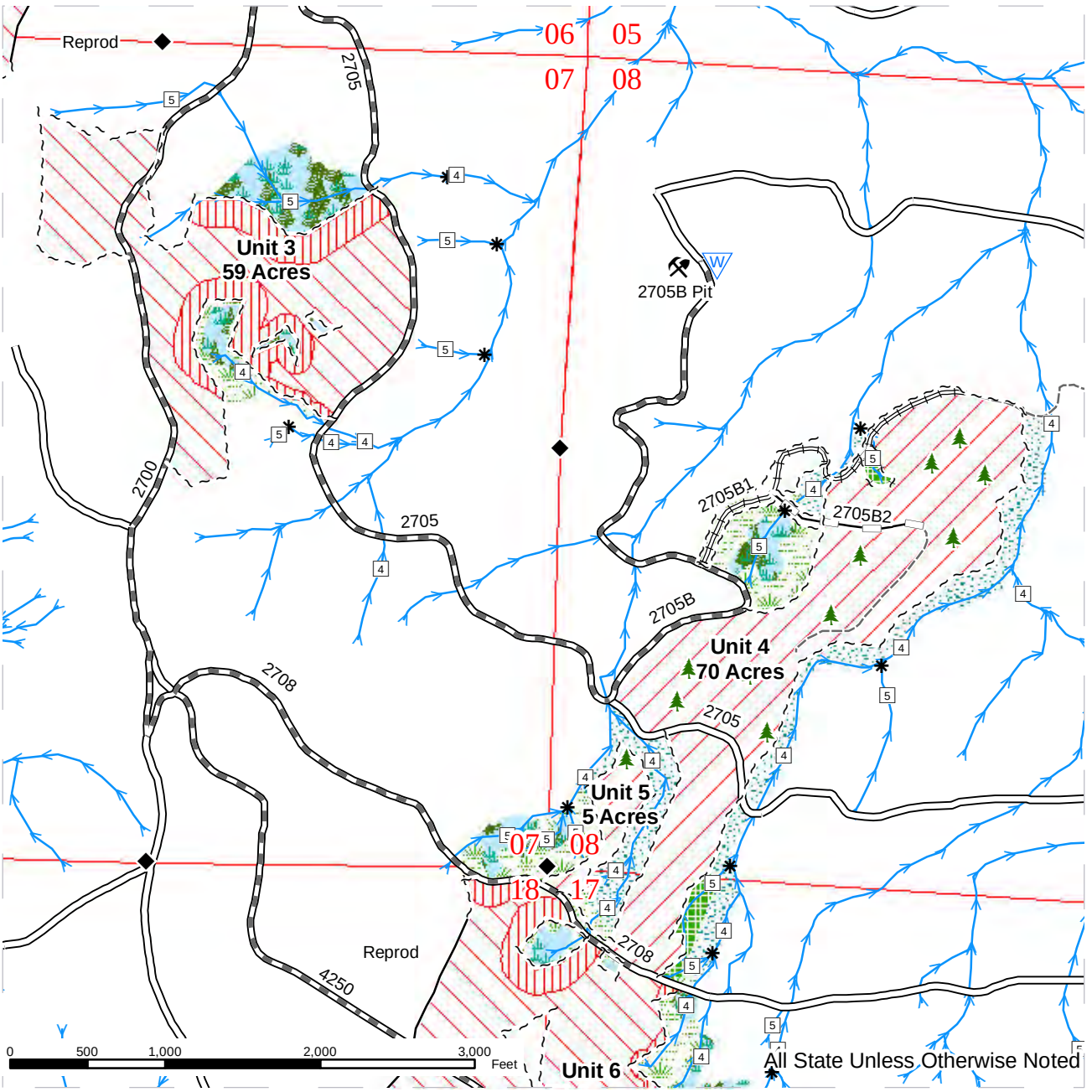

Variable Retention Harvest
Thinning
Riparian Restoration
Leave Tree Area
Riparian Mgt Zone
Wetland Mgt Zone
Forested Wetland
Sale Boundary Tags
Special Mgt Area Tags
Leave Tree Tags
Existing Road
Required Pre-Haul Maintenance
Required Construction
Optional Reconstruction
Old Grades / Trails
Required Reconstruction
Required Abandonment
Streams
Stream Type
Stream Type Break
Leave Trees
Waste Area
Existing Rock Pit

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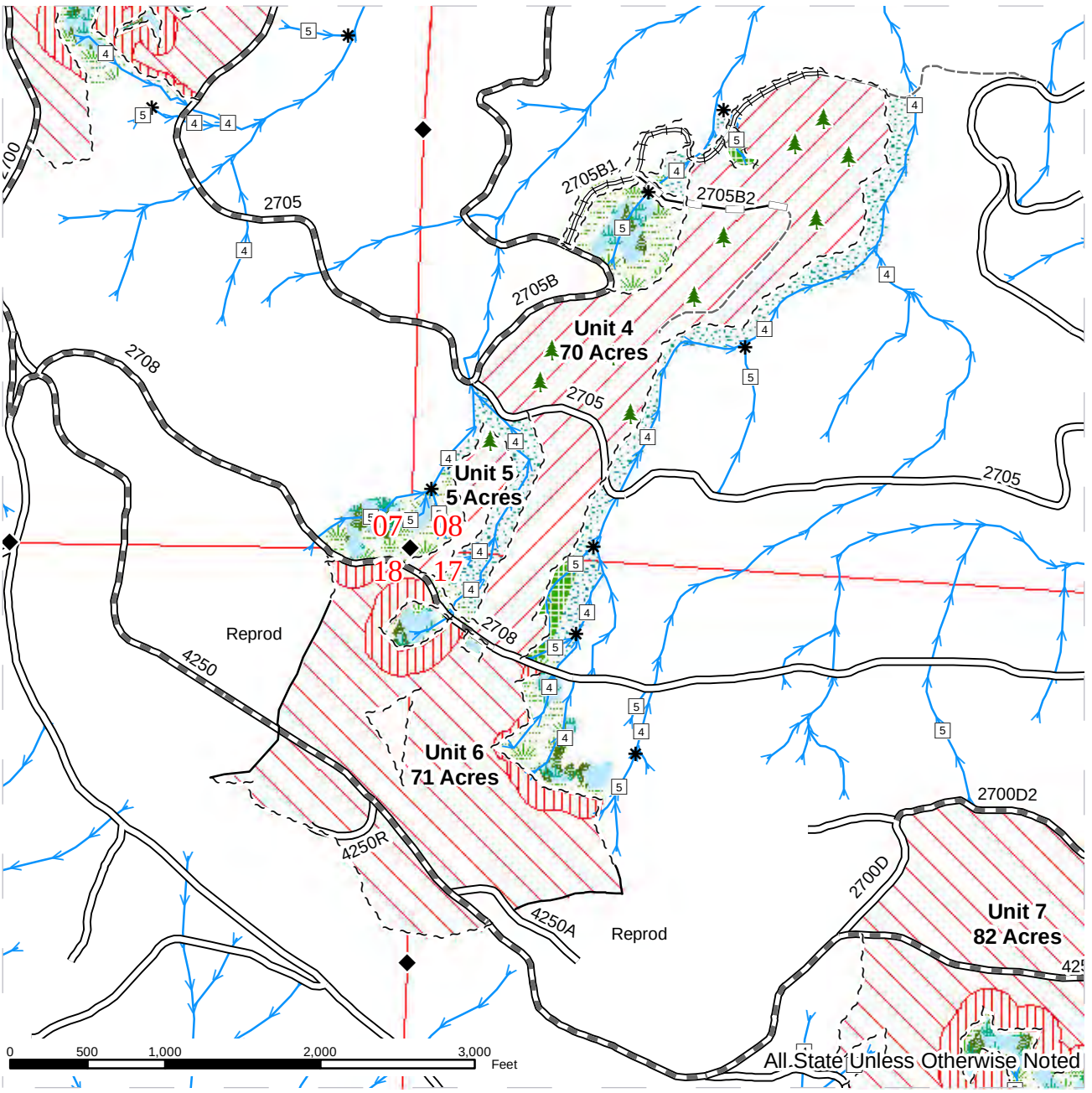

Variable Retention Harvest	Special Mgt Area Tags	Required Abandonment
Thinning	Leave Tree Tags	Streams
Riparian Restoration	Existing Road	Stream Type
Leave Tree Area	Required Pre-Haul Maintenance	Stream Type Break
Riparian Mgt Zone	Required Construction	Leave Trees
Wetland Mgt Zone	Optional Reconstruction	Waste Area
Forested Wetland	Old Grades / Trails	Existing Rock Pit
Sale Boundary Tags	Required Reconstruction	

N

Prepared By: sogd490 Creation Date: 10/28/2014 Modification Date: 9/9/2015

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AGREEMENT#: 30-092312
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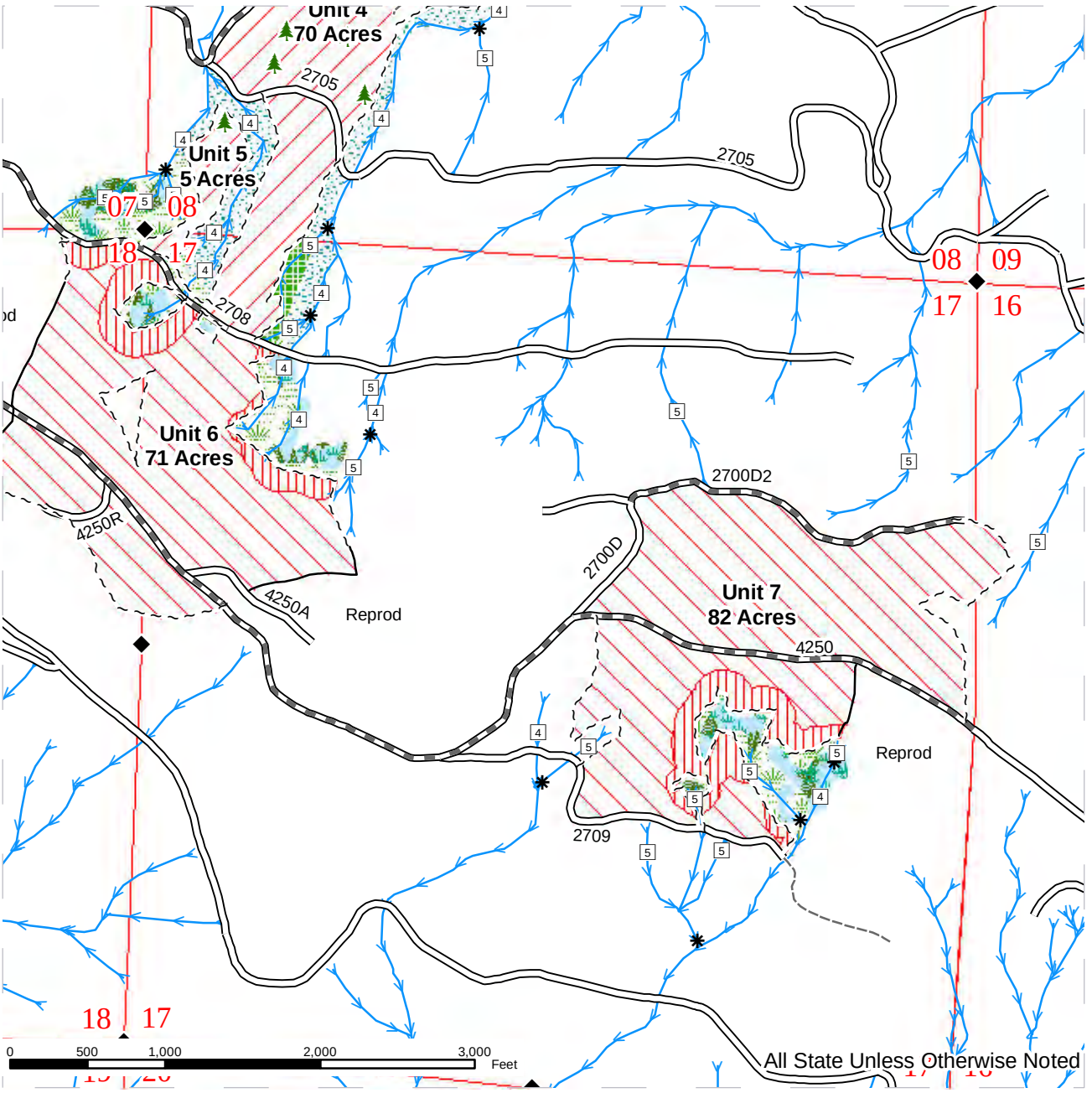


- Variable Retention Harvest
- Thinning
- Riparian Restoration
- Leave Tree Area
- Riparian Mgt Zone
- Wetland Mgt Zone
- Forested Wetland
- Sale Boundary Tags
- Special Mgt Area Tags
- Leave Tree Tags
- Existing Road
- Required Pre-Haul Maintenance
- Required Construction
- Optional Reconstruction
- Old Grades / Trails
- Required Reconstruction
- Required Abandonment
- Streams
- Stream Type
- Stream Type Break
- Leave Trees
- Waste Area
- Existing Rock Pit

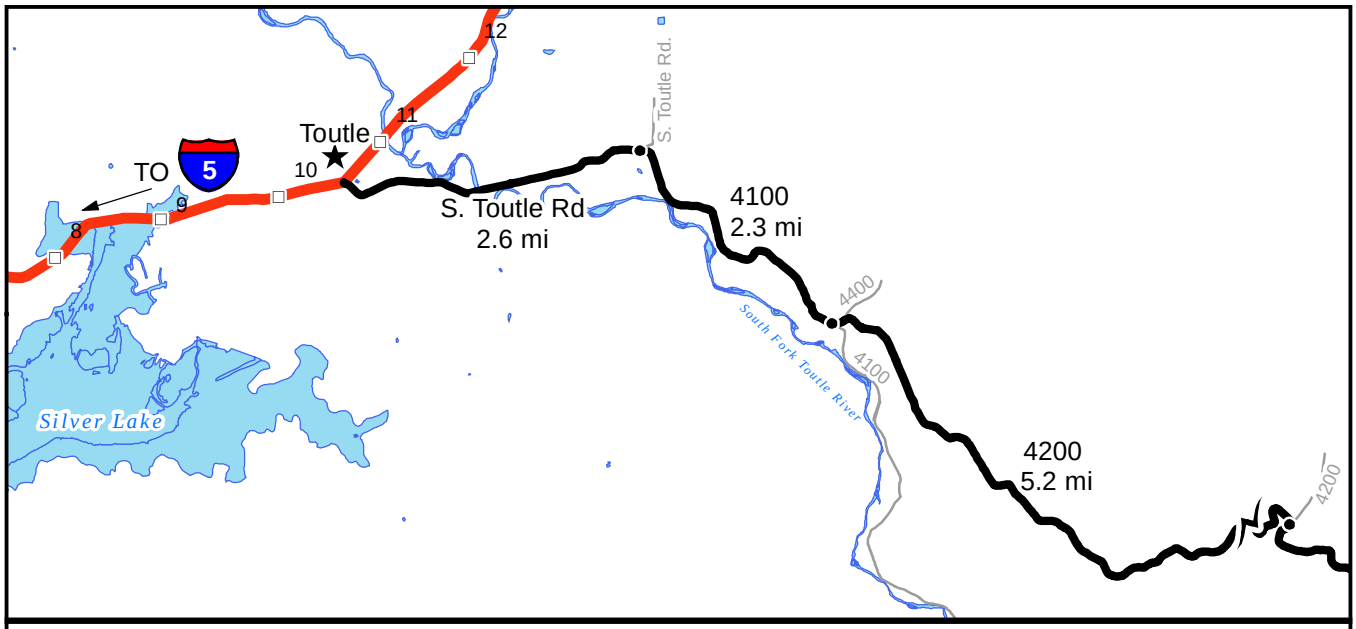
N

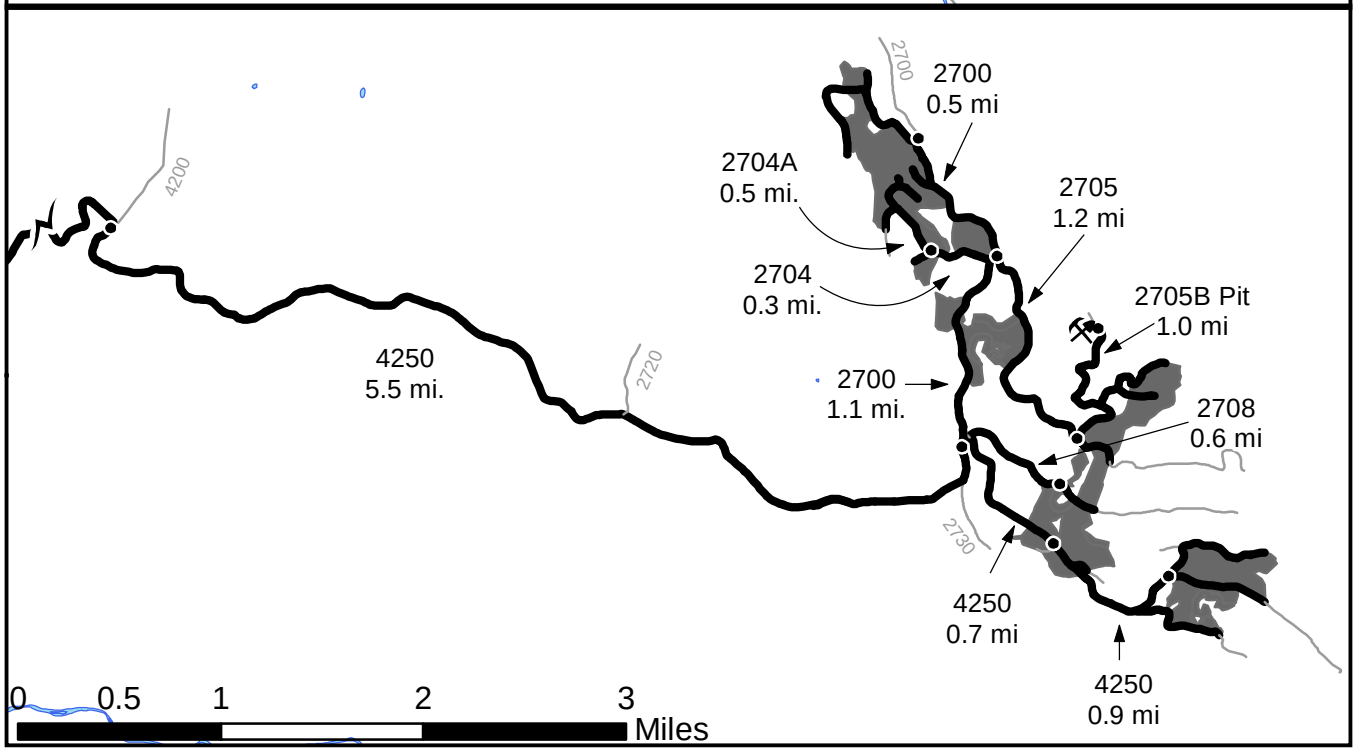
Prepared By: sogd490 Creation Date: 10/28/2014 Modification Date: 9/9/2015

DRIVING MAP

SALE NAME: RIDGE WALKER SORTS
AGREEMENT#: 30-092312
TOWNSHIP(S): T09N R02E, T09N R03E
TRUST(S): Common School and Indemnity (3), Agricultural School (4), Normal School(8)

REGION: Pacific Cascade Region
COUNTY(S): COWLITZ
ELEVATION RGE: 2148-2561





Timber Sale Unit
Highways
Haul Route
Other Route
Milepost Marker
Distance Indicator
Existing Rock Pit

DRIVING DIRECTIONS:

From State Route 504 (milepost 10), turn south onto South Toutle Rd. Continue 2.6 miles and turn right onto the 4100 Rd. Drive 2.3 miles to the 4100/4200 intersection. Turn left onto the 4200 and continue 5.2 miles until reaching the 4200/4250 intersection. Turn right and onto the 4250 and continue for 5.5 miles to the 4250/2700 intersection.
Turn left on 2700, follow 0.4 mi. to unit 3.
Continue on 2700 0.7 mi. to 2704. Turn left onto 2704 to unit 2.
Follow 2704 0.3 mi. to 2704A. Veer right onto 2704A, follow 0.5 mi. to unit 1.
From 4250/2700/2708 intersection, turn onto 2708 and follow 0.6 mi. to units 4 and 5.
From 4250/2700 intersection, veer right to follow 4250 0.7 mi. to unit 6.
Continue 0.9 mi on 4250 to unit 7.
2705B Rock Pit: From 4250/2700 intersection, turn left onto 2700. Follow 1.0 mile to 2705; turn right onto 2705. After 1.2 mi., turn left onto 2705B and follow 1.0 mi. to rock pit.

N

Prepared By: crds490 Creation Date: 2/5/2015 Modification Date: 2/5/2015

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-092327

SALE NAME: RIDGE WALKER SORT 15

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
92327	15	DF 5"-7" 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
92327	15	WS

Average Log Length	Preferred Log Lengths
N/A	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, 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 DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are

currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-092328

SALE NAME: RIDGE WALKER SORT 16

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
92328	16	DF 8"-15" 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
92328	16	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093018

SALE NAME: RIDGE WALKER SORT 17

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93018	17	DF 16"+ 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
93018	17	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093019

SALE NAME: RIDGE WALKER SORT 18

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93019	18	DF HQB+ 8"-15" 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
93019	18	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093020

SALE NAME: RIDGE WALKER SORT 19

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93020	19	DF HQB+ 16"+ 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
93020	19	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093021

SALE NAME: RIDGE WALKER SORT 20

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93021	20	WW 5"-7" 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
93021	20	WS

Average Log Length	Preferred Log Lengths
N/A	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, 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 DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are

currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093022

SALE NAME: RIDGE WALKER SORT 21

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93022	21	WW 8"-15" 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
93022	21	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093024

SALE NAME: RIDGE WALKER SORT 22

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93024	22	WW 16"+ 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
93024	22	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093025

SALE NAME: RIDGE WALKER SORT 23

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93025	23	WW HQB+ 8"-15" 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
93025	23	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093026

SALE NAME: RIDGE WALKER SORT 24

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93026	24	WW HQB+ 16"+ 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
93026	24	WS

Average Log Length	Preferred Log Lengths
28'	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions
G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

However, when mis-sorted Forest Products amount to more than DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

Log Length Payment Reduction = (B x V x L) x (.01)

Where:
B = Bid rate from P-028.2 clause
V = total delivered log Volume
L = Length in feet below specified average (rounded to nearest 1/10th)

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093027

SALE NAME: RIDGE WALKER SORT 25

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93027	25	RA 5"+ 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
93027	25	WS

Average Log Length	Preferred Log Lengths
N/A	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, 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 DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are

currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093028

SALE NAME: RIDGE WALKER SORT 26

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93028	26	DF Pulp 2"+ 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
93028	26	WS

Average Log Length	Preferred Log Lengths
N/A	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, 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 DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are

currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093029

SALE NAME: RIDGE WALKER SORT 27

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93029	27	WW Pulp 2"+ 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
93029	27	WS

Average Log Length	Preferred Log Lengths
N/A	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, 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 DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are

currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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. 30-093030

SALE NAME: RIDGE WALKER SORT 28

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 March 3, 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 RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

Agreement No.	Sort #	Description	Destination
93030	28	HDWD Pulp 2"+ 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
93030	28	WS

Average Log Length	Preferred Log Lengths
N/A	

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

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

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

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall

remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

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

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, QUANITY, 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 Castle Rock, 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 DATA MISSING% 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:

Payment Reduction = (B x M) x 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 DATA MISSING% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

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

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

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are

currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser’s failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

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

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

b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = $2,500.00

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

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

Interest = r x LD x 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	Eric Wisch Pacific Cascade Region Manager
Date: _____	Date: _____
Address:	

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 _____

FOREST EXCISE TAX -- ROAD SUMMARY SHEET

Region: Pacific Cascade Timber

Sale Name: Ridge Walker Sorts

Application Number: 30-092312

Excise Tax Applicable Activities

Construction: 1,089 linear feet
Road to be constructed (optional and required) but not abandoned

Reconstruction: 6,062 linear feet
Road to be reconstructed (optional and required) but not abandoned

Abandonment: 1,510 linear feet
Abandonment of existing roads not reconstructed under the contract

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

Pre-Haul Maintenance: 42,655 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: 1,671 linear feet
Optional roads to be reconstructed and then abandoned

New Abandonment: 1,671 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 7/04)

PRE-CRUISE NARRATIVE

Sale Name: **Ridge Walker Sorts**	Region: **Pacific Cascade**
Agreement #: **30-092312**	District: St. Helens
Contact Forester: Fortunato Pacios-Rivera Phone / Location: Click here to enter text.	County(s): Cowlitz, Choose a county
Alternate Contact: Chris Wills Phone / Location: **360-751-0764**	Other information: Click here to enter text.

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based VRH	38%
Harvest System: Ground Based Thinning	62%

UNIT ACREAGES:

Unit #	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Upland Thin Acres	Upland Thinning Assoc'd Riparian Resto. Acres	VRH Acres	Gross Proposal Acres	Deductions from Gross Acres (No-harvest acres)				Net Harvest Acres
							Un Treated RMZ/ WMZ Acres	Wetld Acres	LT Acres	Exist. Road Acres	
1	Section 6 9N/3E	4,8			88	100	3	<1	7	2	88
2	Section 6 9N/3E	8	48	2		64	12	2		0	50
3	Section 7 9N/3E	3	45	14		71	3	9		<1	59
4	Section 8 9N/3E	8			70	99	25	2	2	<1	70
5	Section 8 9N/3E	8			5	18	10	3	0	0	5
6	Section 18 9N/3E	4,8	62	9		80	4	4		1	71
7	Section 17 9N/3E	4	73	9		92	4	5		1	82
Total Acres			228	34	163	**524**	61	25	9	4	**425**

Revised 03/15/2010 (FRCD)

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	**VRH**: Yellow leave tree tags w/pink flagging, White boundary tags w/pink flagging. GPS: Lime colored flagging.		799
2	Thinning		
3	Thinning		
4	**VRH**: Blue painted leave trees, Yellow leave tree tags w/pink flagging, White boundary tags w/pink flagging. GPS: Lime colored flagging.		577
5	**VRH**: Blue painted leave trees, White boundary tags w/pink flagging. GPS: Lime colored flagging.		40
6	Thinning		
7	Thinning		

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary, secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, NF, WH 3100	4100-4200-4250-2700	
2	DF, NF, WH 250	4100-4200-4250-2700	
3	DF, NF, WH 225	4100-4200-4250-2700	
4	DF, NF, WH 2000	4100-4200-4250-2700-2705	
5	DF, NF, WH 150	4100-4200-4250	
6	NF, DF, WH 350	4100-4200-4250	
7	NF, DF, WH 370	4100-4200-4250	
TOTAL MBF	**6445**		

REMARKS:

This sale is a combination of Variable Retention Harvest and Thinning.

Prepared By: **Date:**	**Title:**	**CC:**

Cruise Narrative

Sale Name: Ridge Walker Sorts	**Region: Pacific Cascade**
App. #: 30-092312	**District: St Helens**
Lead Cruiser: Aaron Coleman	**Completion Date: 01-08-2015**
Other Cruisers: K. Bailey , D. Paganucci & B. Frank	

Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
1	88	Yes	
2	50	Yes	
3	59	Yes	
4	70	Yes	
5	5	Yes	
6	71	Yes	
7	82	Yes	
Total	425	Yes	

Unit cruise specifications:

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/ half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (Cru./Tally)	Total number of plots
1	VP	46.94	4.5 ft	250' x 250'	1:1	63
2	VP	54.44	4.5 ft	250' x 250'	Cruise All	31
3	VP	46.94	4.5 ft	250' x 250'	Cruise All	30
4	VP	46.94	4.5 ft	250' x 250'	1:1	48
5	VP	46.94	4.5 ft	250' x 250'	Cruise All	3
6	VP	40.00	4.5 ft	250' x 250'	Cruise All	41
7	VP	40.00	4.5 ft	250' x 250'	Cruise All	59

Sale/Cruise Description:

Minor species cruise intensity:	Cruised on appropriate plots.					
Minimum cruise spec:	40% 0f Form- Factor at 16 feet D.O.B or 5 inch Top, and merchantable top.					
Avg. ring count by sp:	**DF** =	7	**WH** =		**SS** =	
Leave/take tree description:	Unit contains leave tree areas bounded with yellow tags and pink flagging as well as clumped and scattered trees marked with blue paint.					
Sort Description:	**HA**– Logs meeting the following criteria: Surface characteristics for a high quality A sort will have sound tight knots not to exceed 1 ½" 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 and knot indicators ½" in diameter and smaller 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. (min dia 8".)					

	HB – Logs meeting the following criteria: Surface characteristics for a B sort will have sound tight knots not to exceed 1 ½" in diameter. May include logs with not more than two larger knots up to 2 ½" in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third to end of the log. (min dia 8".) **R** – Logs meeting the following criteria: Gross diameter of 12 inches or greater, excessive knots greater than 2 ½ inches with recovery less than 65% of the net scale.

Field observations:

Ridge Walker consists of seven units, all of which will be harvested using a ground-based logging methods. These units are a combination of VRH and VDT units. Units 1, 4 and 5 are the VRH's, while units 2, 3, 6 and 7 are the VDT units.

All timber to be harvested within the thinning units was individually selected using the silvicultural prescriptions. **All timber to be removed is represented with a "T" in the status column of the cruise.**

The major species of this sale in total are Douglas-fir (38%), Noble Fir (35%), and Western Hemlock (26%). Of the volume to be removed percent by species is as follows: 35% DF, 41% NF, 23% WH and less than 1% RA.

The removal DF averaged 19" diameter with 81 ft. bole height, the removal NF averaged 22" diameter with 81 ft. bole height, and the removal WH averaged 17" diameter with 73 ft. bole height.

Defect and quality within the units are typical for the region: frost check--especially in the NF, a few spike knots, broken and forked tops, and swelling in the larger diameter DF, NF, and WH. There is a significant amount of high quality logs in most all units.

There are no access restrictions for this sale. Units 1, 2, 3 and 4 are located off the 2700 road (4100 to 4200 to 4250 to 2700) Units 5, 6 and 7 are located off the 4250 road (4100 to 4200 to 4250)

Grants: 03, 04 **Prepared by: Aaron Coleman** **Title: Timber Cruiser**

TC PSPCSTGR

Species, Sort Grade - Board Foot Volumes (Project)

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: **RIDGEWAL**

Acres **425.00**

Page **1**
Date **2/19/2015**
Time **12:57:38PM**

Spp	S T	So Gr rt ad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent of Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
WH	T	CU CU		100.0	25											1	8		0.00	5.8
WH	T	HA 3S		8.3	37	34	15		100						100	40	9	110	0.61	.3
WH	T	HB 2S	21	1.6	1,219	1,199	510			84	16				100	40	13	253	1.54	4.7
WH	T	HB 3S	11	.9	628	622	264		100					2	98	40	10	138	0.88	4.5
WH	T	D 2S	29	5.0	1,804	1,714	728			77	23	1	5	4	90	38	14	261	1.72	6.6
WH	T	D 3S	25	2.0	1,453	1,425	605	22	78			0	2	13	85	38	8	97	0.74	14.7
WH	T	D 4S	11		645	645	274	98	2			14	25	22	39	29	5	32	0.35	20.1
WH	T	D UT	2		123	123	52	60	7		34	38	20	23	19	21	6	35	0.45	3.5
WH	T	RO 3S	1	3.8	22	21	9				100				100	40	18	510	2.87	.0
WH	**Totals**		15	2.9	5,956	5,782	2,457	18	31	40	11	3	5	8	85	31	8	96	0.83	60.3
WH		CU CU		100.0	19											1	7		0.00	5.5
WH		HB 2S	16	.5	758	754	321			80	20				100	40	13	257	1.45	2.9
WH		HB 3S	7	.8	350	347	148		100					4	96	40	10	133	0.83	2.6
WH		D 2S	32	3.2	1,502	1,454	618			75	25	2	2	2	95	39	14	265	1.71	5.5
WH		D 3S	33	2.0	1,557	1,526	649	21	79				1	13	86	38	8	102	0.78	15.0
WH		D 4S	11	.3	497	495	210	98	2			21	25	17	37	26	5	29	0.36	17.3
WH		D UT	1		39	39	16	100				49	12		39	21	6	23	0.37	1.7
WH	**Totals**		12	2.3	4,722	4,616	1,962	18	34	37	11	3	4	7	86	30	8	91	0.83	50.5
NF	T	CU CU														0	9		0.00	1.6
NF	T	HA 2S	1		92	92	39			100					100	40	14	315	1.62	.3
NF	T	HA 3S			29	29	12		100						100	40	10	150	0.97	.2
NF	T	HB 2S	30	1.4	2,224	2,193	932			21	79				100	40	17	451	2.31	4.9
NF	T	HB 3S	2		106	106	45		100						100	40	11	177	1.03	.6
NF	T	D SM	15	.3	1,111	1,108	471				100				100	40	19	645	3.03	1.7
NF	T	D 2S	37	5.5	2,851	2,694	1,145			47	53	1	1	5	94	39	15	343	2.04	7.9
NF	T	D 3S	10	.7	771	766	325	17	83			2	14	17	68	35	9	98	0.86	7.8
NF	T	D 4S	3	.2	191	191	81	59	41			48	32	8	13	21	7	32	0.53	5.9
NF	T	D UT	2		103	103	44	44	1		55	9	48	2	41	23	6	55	0.47	1.9
NF	**Totals**		18	2.6	7,479	7,281	3,094	4	12	25	59	2	3	4	91	32	12	223	1.57	32.7
NF		CU CU		100.0	3											1	7		0.00	4.5
NF		HA 2S			23	23	10			100					100	40	12	200	1.18	.1
NF		HA 3S			19	19	8		100						100	40	11	180	1.03	.1
NF		HB 2S	24	1.6	1,540	1,515	644			58	42			1	99	40	15	331	1.79	4.6
NF		HB 3S	7	1.9	398	391	166		100						100	40	10	140	0.91	2.8
NF		D SM	5		310	310	132				100				100	40	21	793	3.52	.4
NF		D 2S	29	6.6	1,988	1,857	789			48	52	0		2	97	39	15	329	1.96	5.6
NF		D 3S	24	2.1	1,503	1,471	625	21	79			1	3	15	81	37	9	102	0.79	14.4
NF		D 4S	10	3.5	656	634	269	94	6			23	30	15	32	27	5	30	0.37	21.1
NF		D UT	1		49	49	21	19		43	38	75	25			14	8	54	0.72	.9
NF	**Totals**		16	3.4	6,489	6,268	2,664	14	26	29	31	3	4	6	87	30	8	115	0.95	54.5
DF	T	CU CU		100.0	6											1	7		0.00	5.1
DF	T	HA 3S			42	42	18		100						100	40	11	180	1.03	.2
DF	T	HB 2S	28	2.0	2,462	2,412	1,025			61	39		1		99	40	15	326	1.85	7.4
DF	T	HB 3S	5	1.1	425	420	179		100					3	97	40	10	146	0.97	2.9
DF	T	D SM		5.0	26	25	11				100				100	40	16	380	2.27	.1
DF	T	D 2S	34	3.7	3,094	2,981	1,267			58	42		2	3	95	39	14	292	1.81	10.2
DF	T	D 3S	24	1.5	2,085	2,053	873	17	83			0	1	22	76	38	9	106	0.78	19.4

TC PSPCSTGR

Species, Sort Grade - Board Foot Volumes (Project)

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

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Date 2/19/2015
Time 12:57:38PM

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent of Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF	T	D	4S	8	.5	706	703	299	89	11			32	19	18	31	25	6	30	0.38	23.4
DF	T	D	UT	1		21	21	9	78	22			100				11	6	13	0.27	1.7
DF	**Totals**			22	2.4	8,868	8,657	3,679	11	26	37	26	3	3	8	87	31	9	123	1.02	70.3
DF		CU	CU		100.0	13											1	9		0.00	1.7
DF		HA	2S			44	44	19			100					100	40	13	248	1.45	.2
DF		HB	2S	25	.6	1,589	1,579	671			64	36				100	40	14	320	1.79	4.9
DF		HB	3S	5	.2	350	349	148		100					3	97	39	9	131	0.92	2.7
DF		D	2S	39	2.4	2,548	2,487	1,057			54	46	0	1	2	98	39	14	307	1.83	8.1
DF		D	3S	24	1.4	1,545	1,524	648	14	86			0	4	15	81	37	9	108	0.78	14.1
DF		D	4S	6	.5	438	436	185	91	9			36	39	14	10	22	6	27	0.36	16.2
DF		D	UT	1		15	15	6	77	23			100				13	5	16	0.26	.9
DF	**Totals**			16	1.7	6,543	6,434	2,735	10	26	37	27	3	4	5	88	31	9	132	1.04	48.8
RA	T	CU	CU		100.0	2											3	5		0.00	.5
RA	T	D	UT	14		44	44	19	100				63		7	30	19	5	19	0.27	2.4
RA	T	D	2S	4	12.5	16	14	6			100				100		32	12	140	1.28	.1
RA	T	D	3S	14	2.3	45	44	19		100			28			72	28	10	104	1.05	.4
RA	T	D	4S	37	6.6	123	115	49		100				7	33	61	35	9	97	0.86	1.2
RA	T	D	4S	31		94	94	40	100				5	36	18	41	31	5	35	0.34	2.7
RA	**Totals**			1	4.1	324	311	132	44	51	5		14	13	23	49	25	6	43	0.50	7.3
RA		CU	CU															5		0.00	.5
RA		D	4S	100		23	23	10	100							100	40	5	47	0.51	.5
RA	**Totals**			0		23	23	10	100							100	20	5	24	0.51	1.0
CW		CU	CU															5		0.00	.2
CW		D	UT	2		1	1	1	100				100				12	7	20	0.35	.1
CW		D	1S	75	3.3	51	49	21		48	52					100	40	11	206	1.27	.2
CW		D	2S	12		8	8	3		100						100	38	9	110	0.83	.1
CW		D	4S	11		7	7	3	100							100	40	5	40	0.34	.2
CW	**Totals**			0	2.5	67	65	28	12	48	39		2			98	28	8	91	0.86	.7
Totals					2.6	40,471	39,437	16,761	12	25	34	29	3	4	6	87	31	9	121	0.99	326.1

Volume to be removed is represented with a 'T' in the status column. Breakdown by species is as follows:

Western Hemlock: 2,457 Mbf
Noble Fir: 3,094 Mbf
Douglas-fir: 3,679 Mbf
Red Alder: 132 Mbf

Total: 9,362 Mbf

TC PSTATS

PROJECT STATISTICS

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U1	THR	425.00	275	1,610	S	W
09N	02E	17	RIDGEWALKER	0U7S						

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	275	1610	5.9		
CRUISE	222	1327	6.0	60,618	2.2
DBH COUNT					
REFOREST					
COUNT	49	269	5.5		
BLANKS	4				
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	230	19.6	19.6	82	9.3	41.2	6,543	6,434	1,589	1,586
DOUG FIR-T	201	28.2	19.3	82	13.1	57.4	8,868	8,657	2,187	2,186
WHEMLOCK	207	22.6	16.8	71	8.5	35.0	4,722	4,616	1,246	1,242
WHEMLOCK-T	179	28.0	16.7	72	10.5	42.8	5,956	5,782	1,556	1,551
NOBLE F	284	26.0	17.7	69	10.5	44.3	6,489	6,268	1,569	1,569
NOBLE F-T	203	12.8	23.8	87	8.1	39.5	7,479	7,281	1,645	1,645
R ALDER	2	.5	12.6	45	0.1	.4	23	23	10	10
R ALDER-T	19	4.7	11.7	51	1.0	3.5	324	311	93	93
COTWOOD	2	.2	17.8	85	0.1	.4	67	65	17	17
TOTAL	*1,327*	*142.6*	*18.4*	*75*	*61.6*	*264.4*	*40,471*	*39,437*	*9,911*	*9,899*

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	61.7	4.1	381	397	414			
DOUG FIR-T	58.7	4.1	378	395	411			
WHEMLOCK	65.1	4.5	245	256	268			
WHEMLOCK-T	62.3	4.7	262	275	287			
NOBLE F	103.9	6.2	361	385	408			
NOBLE F-T	55.1	3.9	688	716	744			
R ALDER	28.3	26.5	37	50	63			
R ALDER-T	58.7	13.8	85	98	112			
COTWOOD	65.4	61.3	130	335	540			
TOTAL	*81.8*	*2.3*	*390*	*399*	*408*	*267*	*136*	*67*

CL 68.1	COEFF		SAMPLE TREES - CF			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	50.7	3.4	94	97	100			
DOUG FIR-T	49.5	3.5	94	98	101			
WHEMLOCK	55.2	3.8	66	68	71			
WHEMLOCK-T	54.7	4.1	71	74	77			
NOBLE F	84.4	5.0	87	91	96			
NOBLE F-T	41.5	2.9	156	160	165			
R ALDER	40.0	37.4	14	22	31			
R ALDER-T	58.8	13.9	26	30	34			
COTWOOD	60.9	57.0	37	86	135			
TOTAL	*65.7*	*1.8*	*95*	*97*	*99*	*172*	*88*	*43*

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	180.7	10.9	17	20	22			
DOUG FIR-T	140.9	8.5	26	28	31			
WHEMLOCK	186.7	11.2	20	23	25			
WHEMLOCK-T	167.2	10.1	25	28	31			

TC PSTATS

PROJECT STATISTICS

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U1	THR	425.00	275	1,610	S	W
09N	02E	17	RIDGEWALKER	0U7S						

CL 68.1	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.00	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
NOBLE F	200.9	12.1	23	26	29			
NOBLE F-T	167.1	10.1	11	13	14			
R ALDER	1215.1	73.2	0	0	1			
R ALDER-T	582.6	35.1	3	5	6			
COTWOOD	1658.3	99.9	0	0	0			
TOTAL	*58.3*	*3.5*	*138*	*143*	*148*	*136*	*69*	*34*

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	168.8	10.2	37	41	45			
DOUG FIR-T	132.0	8.0	53	57	62			
WHEMLOCK	164.8	9.9	31	35	38			
WHEMLOCK-T	154.3	9.3	39	43	47			
NOBLE F	159.6	9.6	40	44	49			
NOBLE F-T	135.1	8.1	36	40	43			
R ALDER	1170.8	70.5	0	0	1			
R ALDER-T	604.1	36.4	2	3	5			
COTWOOD	1658.3	99.9	0	0	1			
TOTAL	*42.6*	*2.6*	*258*	*264*	*271*	*73*	*37*	*18*

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	186.1	11.2	5,713	6,434	7,156			
DOUG FIR-T	133.6	8.0	7,961	8,657	9,354			
WHEMLOCK	176.3	10.6	4,125	4,616	5,106			
WHEMLOCK-T	165.8	10.0	5,205	5,782	6,360			
NOBLE F	174.5	10.5	5,609	6,268	6,927			
NOBLE F-T	148.0	8.9	6,632	7,281	7,930			
R ALDER	1174.4	70.8	7	23	40			
R ALDER-T	593.3	35.7	200	311	422			
COTWOOD	1658.3	99.9	0	65	131			
TOTAL	*53.7*	*3.2*	*38,162*	*39,437*	*40,713*	*115*	*59*	*29*

CL 68.1	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	179.1	10.8	1,415	1,586	1,758			
DOUG FIR-T	132.7	8.0	2,011	2,186	2,361			
WHEMLOCK	170.8	10.3	1,114	1,242	1,370			
WHEMLOCK-T	161.6	9.7	1,400	1,551	1,702			
NOBLE F	165.3	10.0	1,412	1,569	1,725			
NOBLE F-T	141.4	8.5	1,505	1,645	1,785			
R ALDER	1170.5	70.5	3	10	17			
R ALDER-T	617.9	37.2	58	93	127			
COTWOOD	1658.3	99.9	0	17	34			
TOTAL	*48.5*	*2.9*	*9,609*	*9,899*	*10,188*	*94*	*48*	*24*

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

Time 12:57:40PM

T09N R02E S17 T00U1 | **T09N R02E S17 T00U1**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U1	88.00	63	162	S	W

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
WH	T	CU	CU		100.0	60											1	8		0.00	13.4
WH	T	HA	3S	1	8.3	180	165	15		100						100	40	9	110	0.61	1.5
WH	T	HB	2S	28	1.3	4,172	4,120	363			78	22				100	40	13	258	1.54	16.0
WH	T	HB	3S	13	.7	1,873	1,860	164		100						100	40	10	146	0.92	12.7
WH	T	DM	2S	28	3.1	4,263	4,131	364			78	22			7	93	39	13	262	1.61	15.8
WH	T	DM	3S	18	1.5	2,650	2,611	230	29	71			1	2	22	76	38	8	85	0.63	30.9
WH	T	DM	4S	10		1,462	1,462	129	98	2			17	10	30	43	30	5	33	0.36	44.3
WH	T	DM	UT	2		189	189	17	100				34	33	33		20	5	19	0.29	9.8
WH T Totals				38	2.1	14,851	14,538	1,279	16	27	44	13	2	2	9	87	31	8	101	0.83	144.3
DF	T	CU	CU														0	8		0.00	5.8
DF	T	HA	3S	1		204	204	18		100						100	40	11	180	1.03	1.1
DF	T	HB	2S	45	1.9	7,539	7,397	651			55	45				100	40	15	341	1.92	21.7
DF	T	HB	3S	6	1.1	915	905	80		100						100	40	10	145	0.96	6.2
DF	T	DM	2S	23	4.0	3,889	3,732	328			60	40			2	98	40	14	297	1.74	12.6
DF	T	DM	3S	17	.8	2,804	2,782	245	8	92			1	4	32	64	36	9	106	0.74	26.3
DF	T	DM	4S	7		1,249	1,249	110	82	18			40	21	13	26	23	6	29	0.37	42.8
DF	T	DM	UT	1		25	25	2	100				100				10	6	13	0.31	2.0
DF T Totals				43	2.0	16,625	16,294	1,434	8	24	39	30	3	2	7	87	31	9	137	1.07	118.6
NF	T	CU	CU															6		0.00	.8
NF	T	HA	2S	3		180	180	16			100					100	40	15	360	1.82	.5
NF	T	HA	3S	2		142	142	12		100						100	40	10	150	0.97	.9
NF	T	HB	2S	21	1.8	1,294	1,271	112			24	76				100	40	17	470	2.38	2.7
NF	T	HB	3S	4		241	241	21		100						100	40	11	180	1.00	1.3
NF	T	DM	SM	24		1,438	1,438	127				100				100	40	21	753	3.47	1.9
NF	T	DM	2S	31	4.2	1,933	1,852	163			37	63	1		10	89	38	17	439	2.46	4.2
NF	T	DM	3S	8		528	528	46	17	83				22	5	73	35	9	107	0.82	4.9
NF	T	DM	4S	3		147	147	13	57	43			46	28	26		21	7	36	0.50	4.1
NF	T	DM	UT	4		215	215	19	5			95	5			95	23	12	279	2.28	.8
NF T Totals				16	1.7	6,118	6,013	529	3	15	20	63	1	3	4	92	33	12	271	1.74	22.2
RA	T	CU	CU															5		0.00	1.6
RA	T	DM	UT	15		196	196	17	100				60		8	33	20	5	20	0.29	9.8
RA	T	DM	2S	5	12.5	79	69	6			100				100		32	12	140	1.28	.5
RA	T	DM	3S	12	3.1	158	153	13		100						100	40	10	145	1.11	1.1
RA	T	DM	4S	43	6.6	593	554	49		100				7	33	61	35	9	97	0.86	5.7
RA	T	DM	4S	25		313	313	28	100				7	52		41	29	5	30	0.34	10.3
RA T Totals				3	4.1	1,339	1,285	113	40	55	5		11	16	21	53	26	6	44	0.52	29.0
Type Totals					2.1	38,934	38,131	3,356	11	25	37	27	3	3	8	87	31	9	121	0.97	314.1

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

Time 12:57:40PM

T09N R02E S17 T00U2 **T09N R02E S17 T00U2**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U2	50.00	31	166	S	W

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		CU	CU															6		0.00	1.0
DF		HA	2S	1		233	233	12			100					100	40	14	290	1.52	.8
DF		HB	2S	40	.3	7,554	7,534	377			64	36				100	40	15	343	1.86	22.0
DF		HB	3S	6		1,164	1,164	58		100						100	40	9	124	0.81	9.4
DF		DM	2S	25	1.3	4,591	4,529	226			63	37				100	40	14	296	1.67	15.3
DF		DM	3S	21	.2	4,022	4,014	201	6	94				3	12	85	38	9	118	0.76	34.1
DF		DM	4S	7		1,161	1,161	58	95	5			35	33	23	10	21	6	28	0.35	41.1
DF Totals				34	.5	18,725	18,635	932	7	27	42	24	2	3	4	91	33	10	151	1.06	123.7
DF	T	HB	2S	31	2.8	1,648	1,602	80			71	29				100	40	15	333	1.83	4.8
DF	T	HB	3S	3	8.3	197	181	9		100						100	40	9	110	0.68	1.6
DF	T	DM	SM	4	5.0	224	212	11				100				100	40	16	380	2.27	.6
DF	T	DM	2S	35	8.8	1,958	1,786	89			64	36		13		87	36	14	252	1.76	7.1
DF	T	DM	3S	21	1.2	1,120	1,106	55		100				2	12	86	37	10	127	0.83	8.7
DF	T	DM	4S	6		280	280	14	97	3			43	33		23	22	6	28	0.34	10.0
DF T Totals				9	4.8	5,427	5,167	258	5	25	44	26	2	7	3	88	33	10	157	1.15	32.8
NF	T	CU	CU															10		0.00	.4
NF	T	HB	2S	35	.1	4,241	4,235	212			5	95				100	40	18	552	2.61	7.7
NF	T	DM	SM	26	.8	3,286	3,259	163				100				100	40	20	682	3.25	4.8
NF	T	DM	2S	29	7.9	3,740	3,446	172			67	33				100	40	14	288	1.68	12.0
NF	T	DM	3S	8	1.9	949	931	47	7	93			2	37	13	48	32	9	95	0.89	9.8
NF	T	DM	4S	2		231	231	12	33	67			52	48			18	8	32	0.55	7.1
NF T Totals				22	2.8	12,447	12,102	605	1	8	21	70	1	4	1	94	34	13	290	1.82	41.7
NF		CU	CU															6		0.00	1.1
NF		HA	2S	2		199	199	10			100					100	40	12	200	1.18	1.0
NF		HB	2S	35	5.3	3,156	2,990	149			54	46				100	40	14	333	1.80	9.0
NF		HB	3S	2		201	201	10		100						100	40	11	180	1.03	1.1
NF		DM	SM	21		1,806	1,806	90				100				100	40	23	963	4.12	1.9
NF		DM	2S	22	.3	1,905	1,899	95			12	88				100	40	16	447	2.25	4.2
NF		DM	3S	15	2.8	1,298	1,261	63	15	85			1	19	12	68	33	8	88	0.72	14.4
NF		DM	4S	3	8.1	245	225	11	81	19			62	25		13	21	6	25	0.38	8.9
NF Totals				16	2.6	8,808	8,580	429	4	15	24	57	2	3	2	93	32	11	206	1.37	41.7
WH		CU	CU														0	6		0.00	12.3
WH		HB	2S	33		2,507	2,507	125			79	21				100	40	13	266	1.48	9.4
WH		HB	3S	9		662	662	33		100						100	40	9	125	0.66	5.3
WH		DM	2S	18		1,351	1,351	68			62	38				100	40	14	277	1.65	4.9
WH		DM	3S	30		2,183	2,183	109	32	68					18	82	38	8	101	0.70	21.7
WH		DM	4S	8		652	652	33	94	6			25	8	23	43	26	5	28	0.34	23.3
WH		DM	UT	2		80	80	4	100				100				15	7	20	0.31	4.0

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

T09N R02E S17 T00U2 **T09N R02E S17 T00U2**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U2	50.00	31	166	S	W

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
WH		**Totals**		14		7,435	7,435	372	19	29	38	14	3	1	7	89	28	8	92	0.80	80.8
WH	T	CU	CU															5		0.00	5.2
WH	T	HB	2S	9		193	193	10			100					100	40	13	240	1.55	.8
WH	T	HB	3S	11		226	226	11		100						100	40	11	180	1.03	1.3
WH	T	DM	2S	40	6.3	859	804	40			100			20		80	38	14	242	1.55	3.3
WH	T	DM	3S	26	1.7	530	521	26	9	91					14	86	39	9	116	0.78	4.5
WH	T	DM	4S	14		274	274	14	100				18			82	32	5	34	0.36	8.1
WH	**T**	**Totals**		4	3.0	2,082	2,019	101	16	35	49		2	8	4	86	28	8	87	0.82	23.2
CW		CU	CU															5		0.00	1.4
CW		DM	UT	2		12	12	1	100				100				12	7	20	0.35	.6
CW		DM	1S	75	3.3	434	419	21		48	52					100	40	11	206	1.27	2.0
CW		DM	2S	12		67	67	3		100						100	38	9	110	0.83	.6
CW		DM	4S	11		57	57	3	100							100	40	5	40	0.34	1.4
CW		**Totals**		1	2.5	570	556	28	12	48	39		2			98	28	8	91	0.86	6.1
RA		CU	CU															5		0.00	2.7
RA		DM	4S	100		106	106	5	100							100	40	5	40	0.40	2.7
RA		**Totals**		0		106	106	5	100							100	20	5	20	0.40	5.3
Type Totals					1.8	55,601	54,599	2,730	7	22	34	37	2	3	3	91	31	10	154	1.12	355.3

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

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T09N R02E S17 T00U3 | **T09N R02E S17 T00U3**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U3	59.00	30	202	S	W

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		CU	CU														1	8		0.00	6.1
DF		HB	2S	12	.6	2,262	2,248	133			59	41				100	40	15	335	1.84	6.7
DF		DM	2S	61	2.4	11,430	11,160	658			45	55			2	98	40	15	331	1.93	33.7
DF		DM	3S	22	.6	4,054	4,030	238	6	94			1	6	13	80	37	9	119	0.82	33.8
DF		DM	4S	5		895	895	53	84	16			47	40		13	21	6	27	0.39	32.6
DF	**Totals**			34	1.6	18,640	18,333	1,082	5	21	35	38	2	3	4	90	31	10	162	1.23	112.9
DF	T	CU	CU															7		0.00	4.9
DF	T	HB	2S	7	1.5	445	439	26			52	48				100	40	16	396	1.98	1.1
DF	T	DM	2S	65	3.6	3,981	3,838	226			52	48		2	2	96	39	14	302	1.83	12.7
DF	T	DM	3S	23	4.6	1,444	1,378	81	21	79				2	5	93	39	8	97	0.70	14.1
DF	T	DM	4S	4		226	226	13	84	16			53	27		20	20	6	25	0.38	8.9
DF	T	DM	UT	1		37	37	2	63	37			100				14	6	14	0.25	2.7
DF	**T**	**Totals**		11	3.5	6,133	5,918	349	9	19	37	35	3	2	2	92	30	9	133	1.12	44.5
WH		CU	CU														0	7		0.00	8.1
WH		HB	2S	5		548	548	32			100					100	40	12	212	1.32	2.6
WH		HB	3S	2		153	153	9		100						100	40	8	90	0.64	1.7
WH		DM	2S	44	4.5	4,453	4,251	251			82	18		4	2	95	39	14	265	1.68	16.1
WH		DM	3S	38	2.9	3,742	3,633	214	18	82					19	81	38	9	101	0.74	35.9
WH		DM	4S	10		937	937	55	98	2			28	20	25	27	25	5	27	0.33	34.4
WH		DM	UT	1		80	80	5	100							100	40	5	40	0.46	2.0
WH	**Totals**			18	3.1	9,913	9,602	566	17	33	42	8	3	4	10	83	31	8	95	0.82	100.7
WH	T	CU	CU														1	7		0.00	4.3
WH	T	HB	2S	5	5.0	177	168	10			100					100	40	12	190	1.28	.9
WH	T	DM	2S	24		697	697	41			100			23		77	36	14	271	1.81	2.6
WH	T	DM	3S	47	1.9	1,386	1,360	80	15	85					9	91	39	9	111	0.80	12.2
WH	T	DM	4S	22		656	656	39	100				7	43	11	39	31	5	32	0.29	20.2
WH	T	DM	UT	2		34	34	2	100				100				17	5	20	0.20	1.7
WH	**T**	**Totals**		5	1.2	2,949	2,915	172	31	40	30		3	15	7	76	30	7	70	0.62	41.9
NF	T	CU	CU															8		0.00	1.4
NF	T	HB	2S	20	.8	1,749	1,735	102			21	79				100	40	16	424	2.18	4.1
NF	T	DM	SM	11		987	987	58				100				100	40	20	699	3.19	1.4
NF	T	DM	2S	54	5.2	4,948	4,690	277			34	66		1	2	98	40	16	422	2.26	11.1
NF	T	DM	3S	13	1.0	1,118	1,107	65	7	93			3	13	17	67	34	9	110	0.86	10.1
NF	T	DM	4S	2		153	153	9	63	37			49	51			19	7	29	0.47	5.3
NF	**T**	**Totals**		16	3.2	8,955	8,673	512	2	13	23	63	1	3	3	93	33	12	260	1.70	33.3
NF		CU	CU															6		0.00	.8
NF		HB	2S	14		1,136	1,136	67			19	81				100	40	18	575	2.77	2.0
NF		DM	SM	9		705	705	42				100				100	40	18	573	2.76	1.2

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

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T09N R02E S17 T00U3 **T09N R02E S17 T00U3**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U3	59.00	30	202	S	W

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
NF		DM	2S	54	11.9	4,725	4,165	246			43	57			2	98	40	15	344	2.03	12.1
NF		DM	3S	18	3.3	1,370	1,325	78	6	94			1	6	28	64	35	9	110	0.85	12.1
NF		DM	4S	5	27.5	520	377	22	79	21			36	18	14	32	25	6	30	0.45	12.6
NF Totals				14	8.8	8,455	7,707	455	5	17	26	52	2	2	6	90	33	11	189	1.36	40.8
RA	T	CU	CU		100.0	15											9	5		0.00	1.5
RA	T	DM	3S	50		88	88	5		100			100				16	10	60	0.89	1.5
RA	T	DM	4S	50		88	88	5	100							100	40	6	60	0.37	1.5
RA T Totals				0	7.7	190	176	10	50	50			50			50	22	7	40	0.45	4.4
RA		CU	CU															6		0.00	1.3
RA		DM	4S	100		77	77	5	100							100	40	6	60	0.71	1.3
RA Totals				0		77	77	5	100							100	20	6	30	0.71	2.6
Type Totals					3.5	55,313	53,399	3,151	9	22	33	36	2	4	5	89	31	9	140	1.10	381.0

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

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T09N R02E S17 T00U4

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U4	70.00	48	107	S	W

T09N R02E S17 T00U4

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF	T	CU	CU		100.0	10											1	7		0.00	15.2
DF	T	HB	2S	14	2.3	2,868	2,801	196			82	18				100	40	14	283	1.69	9.9
DF	T	HB	3S	3		730	730	51		100					11	89	39	10	142	0.95	5.1
DF	T	DM	2S	41	2.4	8,330	8,126	569			55	45		1	3	96	39	14	299	1.87	27.2
DF	T	DM	3S	32	1.2	6,338	6,260	438	23	77					22	78	38	9	105	0.81	59.5
DF	T	DM	4S	9	1.0	1,889	1,870	131	92	8			27	17	22	35	26	6	31	0.37	61.0
DF	T	DM	UT	1		62	62	4	73	27			100				10	5	12	0.25	5.1
DF T Totals				62	1.9	20,228	19,849	1,389	16	29	34	21	3	2	11	85	30	9	108	0.95	183.0
WH	T	CU	CU															6		0.00	4.8
WH	T	HB	2S	17	2.6	1,221	1,190	83			100					100	40	13	246	1.53	4.8
WH	T	HB	3S	12		859	859	60		100						100	40	10	146	0.84	5.9
WH	T	DM	2S	33	5.7	2,392	2,255	158			74	26				100	40	14	274	1.85	8.2
WH	T	DM	3S	26	2.4	1,820	1,776	124	26	74					11	89	38	8	99	0.79	18.0
WH	T	DM	4S	10		667	667	47	97	3			7	39	29	24	28	5	31	0.38	21.2
WH	T	DM	UT	2		112	112	8				100	100				10	20	170	2.80	.7
WH T Totals				21	3.0	7,072	6,860	480	16	32	42	10	2	4	6	88	32	8	108	0.92	63.6
NF	T	CU	CU															6		0.00	2.5
NF	T	HA	2S	5		330	330	23			100					100	40	14	290	1.52	1.1
NF	T	HB	2S	22	1.0	1,179	1,168	82			73	27				100	40	13	254	1.48	4.6
NF	T	HB	3S	5		283	283	20		100						100	40	11	180	1.03	1.6
NF	T	DM	SM	27		1,510	1,510	106				100				100	40	18	527	2.48	2.9
NF	T	DM	2S	20	6.3	1,215	1,139	80			68	32			11	89	39	13	262	1.65	4.3
NF	T	DM	3S	13		687	687	48	43	57			3		21	76	36	8	83	0.67	8.3
NF	T	DM	4S	3		196	196	14	52	48			57	14		29	21	7	30	0.47	6.5
NF	T	DM	UT	5		229	229	16	100				7	93			24	5	26	0.20	8.7
NF T Totals				17	1.6	5,630	5,542	388	11	14	35	39	3	4	5	88	30	9	137	1.04	40.5
Type Totals					2.1	32,930	32,251	2,258	15	27	36	22	3	3	9	86	31	9	112	0.96	287.2

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

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T09N R02E S17 T00U5 **T09N R02E S17 T00U5**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U5	5.00	3	16	S	W

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
WH	T	CU	CU														1	10		0.00	11.9
WH	T	HB	2S	25	2.3	5,701	5,571	28			100					100	40	13	249	1.53	22.4
WH	T	HB	3S	18	4.0	4,248	4,079	20		100					25	75	37	9	96	0.77	42.5
WH	T	DM	2S	15	6.8	3,490	3,253	16			49	51		51		49	34	16	330	2.22	9.9
WH	T	DM	3S	26	3.6	5,896	5,684	28	20	80				5	10	85	37	9	106	0.85	53.4
WH	T	DM	4S	15		3,254	3,254	16	100				10	34		56	30	5	33	0.30	99.0
WH	T	DM	UT	1		119	119	1	67	33			100				11	7	10	0.33	11.9
WH T Totals				65	3.3	22,708	21,960	110	20	39	33	8	2	14	7	77	32	8	88	0.75	250.9
DF	T	HB	2S	68	1.1	3,998	3,952	20			48	52				100	40	15	356	1.93	11.1
DF	T	DM	2S	13		734	734	4			100				100		32	12	160	1.18	4.6
DF	T	DM	3S	14		781	781	4		100						100	40	9	120	0.76	6.5
DF	T	DM	4S	5		268	268	1	100				100				15	6	24	0.42	11.1
DF T Totals				17	.8	5,781	5,735	29	5	14	46	36	5		13	83	31	11	172	1.27	33.3
NF	T	DM	2S	82	7.6	3,760	3,475	17			50	50				100	40	16	393	2.49	8.8
NF	T	DM	3S	18		755	755	4	50	50						100	39	8	85	0.88	8.8
NF T Totals				13	6.3	4,515	4,230	21	9	9	41	41				100	39	12	239	1.70	17.7
RA	T	DM	UT	16		287	287	1	100				100				13	5	10	0.17	28.7
RA	T	DM	4S	84		1,434	1,434	7	100						100		32	6	50	0.37	28.7
RA T Totals				5		1,721	1,721	9	100				17		83		23	6	30	0.31	57.4
Type Totals					3.1	34,725	33,646	168	20	29	34	16	3	9	11	77	30	8	94	0.81	359.2

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

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T09N R02E S17 T00U6 **T09N R02E S17 T00U6**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U6	71.00	41	264	S	W

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
NF		CU	CU		100.0	12											2	7		0.00	9.9
NF		HA	3S			111	111	8		100						100	40	11	180	1.03	.6
NF		HB	2S	32	.1	4,613	4,606	327			55	45				100	40	15	345	1.77	13.3
NF		HB	3S	5	2.3	658	643	46		100						100	40	10	148	0.87	4.3
NF		DM	2S	32	5.1	4,930	4,680	332			49	51	0		3	96	39	15	345	2.01	13.6
NF		DM	3S	23	.6	3,324	3,303	235	21	79			1		10	89	38	9	105	0.76	31.4
NF		DM	4S	7		1,021	1,021	73	92	8			31	33	10	26	26	6	30	0.37	33.8
NF		DM	UT	1		91	91	6	27			73	100				12	7	32	0.51	2.9
NF		**Totals**		38	2.1	14,761	14,456	1,026	11	24	33	31	3	2	4	90	31	9	132	1.02	109.9
NF	T	CU	CU															11		0.00	1.5
NF	T	HB	2S	48	2.1	4,208	4,121	293			7	93				100	40	18	535	2.63	7.7
NF	T	DM	SM	2		135	135	10				100				100	40	16	400	2.02	.3
NF	T	DM	2S	37	1.7	3,194	3,139	223			37	63			6	94	39	15	349	2.01	9.0
NF	T	DM	3S	10	.4	856	852	61	3	97			2	8	22	69	35	9	114	1.01	7.5
NF	T	DM	4S	2		190	190	13	47	53			76	24			17	8	30	0.54	6.3
NF	T	DM	UT	1		7	7	0	100				100				14	7	20	0.41	.3
NF	**T**	**Totals**		22	1.7	8,589	8,444	600	1	11	17	70	2	1	4	92	32	13	258	1.78	32.7
WH		CU	CU		100.0	33											0	7		0.00	12.4
WH		HB	2S	23	1.1	2,241	2,218	157			75	25				100	40	13	265	1.45	8.4
WH		HB	3S	9		771	771	55		100					11	89	39	10	147	0.89	5.3
WH		DM	2S	34	2.4	3,233	3,156	224			66	34			3	97	39	14	285	1.79	11.1
WH		DM	3S	24	1.8	2,295	2,253	160	27	73				4	11	85	38	8	94	0.78	24.1
WH		DM	4S	8	1.1	774	766	54	98	2			15	19	17	48	29	5	31	0.38	24.4
WH		DM	UT	2		94	94	7	100				45	29		26	21	5	24	0.35	3.9
WH		**Totals**		24	2.0	9,442	9,257	657	16	26	40	18	2	3	6	89	30	8	103	0.92	89.6
WH	T	CU	CU															5		0.00	1.9
WH	T	DM	2S	42	3.7	639	615	44			72	28	11	17		72	36	15	281	1.83	2.2
WH	T	DM	3S	27	2.0	395	387	27	20	80				4	7	89	39	8	94	0.79	4.1
WH	T	DM	4S	7		96	96	7	100					17	22	62	33	5	32	0.37	3.0
WH	T	DM	UT	15		217	217	15	78	22			4	32	42	22	29	5	38	0.47	5.7
WH	T	RO	3S	9	3.8	130	125	9				100				100	40	18	510	2.87	.2
WH	**T**	**Totals**		4	2.5	1,476	1,440	102	24	25	31	20	5	14	10	71	30	7	84	0.81	17.1
DF		CU	CU		100.0	81											2	9		0.00	3.8
DF		HA	2S	2		99	99	7			100					100	40	12	200	1.38	.5
DF		HB	2S	28	1.3	1,215	1,199	85			55	45				100	40	14	312	1.74	3.8
DF		HB	3S	11		449	449	32		100					16	84	37	10	128	1.01	3.5
DF		DM	2S	25	2.7	1,107	1,077	76			57	43		8		92	39	14	279	1.76	3.9
DF		DM	3S	25	3.1	1,102	1,068	76	29	71				4	19	77	37	9	101	0.81	10.6
DF		DM	4S	8	1.0	345	342	24	95	5			45	16	18	20	21	6	24	0.40	14.2

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

Time 12:57:40PM

T09N R02E S17 T00U6 **T09N R02E S17 T00U6**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U6	71.00	41	264	S	W

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		DM	UT	1		25	25	2	100				100				16	5	20	0.20	1.2
DF	**Totals**			11	3.7	4,422	4,259	302	15	29	32	24	4	4	8	84	28	9	103	0.97	41.5
DF	T	CU	CU															6		0.00	1.1
DF	T	HB	2S	39	3.5	254	245	17			49	51				100	40	15	323	1.77	.8
DF	T	HB	3S	31		195	195	14		100						100	40	10	145	0.95	1.3
DF	T	DM	3S	10		63	63	4	29	71					71	29	35	8	84	0.79	.8
DF	T	DM	4S	20		122	122	9	100				4		18	78	34	6	43	0.40	2.9
DF	**T**	**Totals**		2	1.4	634	625	44	22	38	19	20	1		11	89	30	8	92	0.80	6.8
Type Totals					2.1	39,324	38,481	2,732	11	22	31	35	3	3	5	89	30	9	129	1.05	297.6

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

Time 12:57:40PM

T09N R02E S17 T0U7N **T09N R02E S17 T0U7N**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7N	49.00	34	226	S	W

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
NF		CU	CU		100.0	7											1	7		0.00	16.7
NF		HB	2S	14	1.9	1,415	1,388	68			100				7	93	39	13	229	1.53	6.1
NF		HB	3S	20	1.9	1,928	1,892	93		100						100	40	10	138	0.93	13.7
NF		DM	2S	10	6.4	1,099	1,028	50			100				8	92	39	13	208	1.59	4.9
NF		DM	3S	32	1.1	3,113	3,079	151	22	78					19	81	38	8	103	0.83	30.0
NF		DM	4S	22	.2	2,085	2,080	102	97	3			10	34	24	32	28	5	31	0.37	66.5
NF		DM	UT	2		182	182	9	24		41	34	100				15	8	57	0.67	3.2
NF		**Totals**		35	1.8	9,829	9,649	473	28	45	26	1	4	7	13	76	29	7	68	0.70	141.0
NF	T	CU	CU														1	11		0.00	2.4
NF	T	HB	2S	33	2.7	1,928	1,877	92			45	55				100	40	15	363	2.17	5.2
NF	T	DM	SM	3		157	157	8				100				100	40	18	530	2.73	.3
NF	T	DM	2S	45	6.5	2,694	2,520	123			63	37		8		92	38	15	311	2.19	8.1
NF	T	DM	3S	12		624	624	31	41	59				14	33	52	34	8	78	0.88	8.0
NF	T	DM	4S	4	1.6	236	232	11	91	9			16	41	18	25	27	7	42	0.66	5.5
NF	T	DM	UT	3		152	152	7	17	4		79	9	79	12		21	10	114	1.30	1.3
NF	**T**	**Totals**		20	4.0	5,791	5,562	273	9	7	44	40	1	9	5	85	32	11	181	1.57	30.8
DF		CU	CU														3	24		0.00	.6
DF		HB	2S	20	1.2	1,016	1,004	49			75	25				100	40	13	235	1.60	4.3
DF		HB	3S	9		401	401	20		100						100	40	9	135	0.99	3.0
DF		DM	2S	19	5.1	991	941	46			89	11	7			93	36	13	216	1.70	4.4
DF		DM	3S	38	3.3	1,852	1,790	88	22	78				1	23	76	37	8	93	0.77	19.2
DF		DM	4S	12	2.3	602	588	29	90	10			28	58	14		23	6	26	0.37	22.7
DF		DM	UT	2		75	75	4	60	40			100				14	6	18	0.31	4.3
DF		**Totals**		17	2.8	4,936	4,798	235	20	39	33	7	6	7	10	76	30	8	82	0.81	58.4
DF	T	CU	CU		100.0	34											6	11		0.00	2.0
DF	T	HB	2S	18	2.9	255	247	12			53	47		47		53	34	16	330	2.20	.7
DF	T	HB	3S	15	3.1	217	210	10		100						100	40	11	174	1.31	1.2
DF	T	DM	2S	22	4.4	322	307	15			100					100	40	13	215	1.63	1.4
DF	T	DM	3S	32	3.3	448	433	21		100						100	40	10	144	1.04	3.0
DF	T	DM	4S	13	2.1	174	171	8	100					47	40	13	29	6	36	0.51	4.8
DF	**T**	**Totals**		5	5.6	1,449	1,368	67	12	47	32	8		14	5	81	31	9	104	1.01	13.1
WH		CU	CU														1	9		0.00	1.6
WH		HB	3S	3	8.3	132	121	6		100						100	40	9	110	0.68	1.1
WH		DM	2S	31	2.2	1,116	1,091	53			94	6	6			94	37	13	216	1.61	5.1
WH		DM	3S	50	2.0	1,812	1,776	87	8	92					11	89	39	9	119	0.93	14.9
WH		DM	4S	15		542	542	27	100				13	66		22	24	5	28	0.38	19.2
WH		DM	UT	1		8	8	0	100				100				13	5	10	0.29	.8
WH		**Totals**		13	2.0	3,611	3,539	173	19	50	29	2	4	10	5	81	30	8	83	0.82	42.8

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

Time 12:57:40PM

T09N R02E S17 T0U7N **T09N R02E S17 T0U7N**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7N	49.00	34	226	S	W

Spp	ST	Sort	Grade	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
WH	T	CU	CU		100.0	66											3	15		0.00	2.4
WH	T	HB	2S	5		129	129	6			100					100	40	14	290	1.85	.4
WH	T	HB	3S	4		99	99	5		100						100	40	8	90	0.71	1.1
WH	T	DM	2S	40	14.6	1,207	1,032	51			64	36	7		15	79	36	14	235	2.02	4.4
WH	T	DM	3S	35	2.1	899	880	43	11	89				4	3	93	38	9	111	0.91	7.9
WH	T	DM	4S	10		251	251	12	86	14			33	53	14		22	6	27	0.41	9.3
WH	T	DM	UT	6		136	136	7				100				100	40	17	460	2.78	.3
WH T Totals				9	9.4	2,788	2,527	124	12	36	31	20	6	7	8	79	29	9	98	1.04	25.7
Type Totals					3.4	28,404	27,444	1,345	20	36	32	12	4	8	9	79	30	8	88	0.87	311.8

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

Time 12:57:40PM

T09N R02E S17 T0U7S **T09N R02E S17 T0U7S**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7S	33.00	25	184	S	W

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
NF		CU	CU															5		0.00	8.3
NF		HB	2S	11	1.3	993	980	32			100					100	40	13	244	1.57	4.0
NF		HB	3S	6	2.1	545	533	18		100						100	40	9	116	0.85	4.6
NF		DM	2S	24	1.9	2,029	1,991	66			80	20				100	40	13	250	1.70	8.0
NF		DM	3S	35	5.7	3,174	2,992	99	32	68				2	15	83	37	8	98	0.78	30.5
NF		DM	4S	22		1,860	1,860	61	100				23	24	11	43	27	5	29	0.33	64.4
NF		DM	UT	2		158	158	5			100			100			29	15	260	1.82	.6
NF	**Totals**			27	2.8	8,758	8,513	281	33	30	32	5	5	8	8	80	30	7	71	0.69	120.5
NF	T	CU	CU														1	11		0.00	3.4
NF	T	HB	2S	23	1.8	1,229	1,207	40			28	72				100	40	17	494	2.67	2.4
NF	T	HB	3S	3		122	122	4		100						100	40	10	150	1.16	.8
NF	T	DM	2S	53	10.5	3,031	2,713	90			51	49	6		14	80	35	15	271	1.97	10.0
NF	T	DM	3S	15	2.1	744	729	24	16	84				2	4	94	38	8	99	0.94	7.4
NF	T	DM	4S	5		276	276	9	78	22			24	28	10	39	24	6	31	0.53	9.0
NF	T	DM	UT	1		24	24	1	69	31			100				15	8	26	0.55	.9
NF	**T**	**Totals**		16	6.6	5,425	5,070	167	7	16	34	43	5	2	9	84	29	10	150	1.39	33.9
WH		CU	CU		100.0	172											4	8		0.00	8.7
WH		HB	2S	2		163	163	5			100					100	40	12	200	1.38	.8
WH		HB	3S	24	1.6	1,378	1,357	45		100						100	40	10	140	1.01	9.7
WH		DM	2S	11	7.5	722	668	22			72	28	28			72	32	14	203	1.67	3.3
WH		DM	3S	41	2.6	2,431	2,369	78	16	84						100	40	9	109	0.87	21.8
WH		DM	4S	21		1,262	1,262	42	100				19	27	11	43	27	5	28	0.35	44.9
WH		DM	UT	1		20	20	1	100				100				11	5	10	0.20	2.0
WH	**Totals**			19	5.0	6,148	5,838	193	29	57	11	3	8	6	2	84	29	7	64	0.67	91.2
WH	T	CU	CU		100.0	69											5	11		0.00	3.6
WH	T	HB	2S	11	4.2	319	306	10			100					100	40	13	230	1.66	1.3
WH	T	HB	3S	4	11.1	135	120	4		100						100	40	8	80	0.71	1.5
WH	T	DM	2S	17	16.2	544	456	15			72	28	16			84	32	13	172	1.80	2.6
WH	T	DM	3S	52	2.5	1,430	1,395	46	10	90				1		99	40	9	121	0.92	11.5
WH	T	DM	4S	12		329	329	11	100				23	61	16		23	5	26	0.38	12.8
WH	T	DM	UT	4		94	94	3				100	100				12	22	250	3.61	.4
WH	**T**	**Totals**		9	7.5	2,919	2,699	89	17	51	23	8	9	8	2	81	29	8	80	0.85	33.7
DF		CU	CU															7		0.00	.6
DF		HB	2S	14	2.1	853	834	28			100					100	40	13	234	1.51	3.6
DF		HB	3S	22	.8	1,179	1,170	39		100						100	40	10	146	1.01	8.0
DF		DM	2S	26	4.5	1,574	1,503	50			100					100	40	13	250	1.64	6.0
DF		DM	3S	25	3.6	1,435	1,384	46	53	47					15	85	38	7	75	0.67	18.5
DF		DM	4S	12		648	648	21	100				14	59	22	6	26	5	27	0.30	24.2
DF		DM	UT	1		28	28	1	100				100				10	5	10	0.20	2.8

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: RIDGEWAL

Date 2/19/2015

Time 12:57:40PM

T09N R02E S17 T0U7S **T09N R02E S17 T0U7S**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7S	33.00	25	184	S	W

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-7	8-11	12-15	16+	Log Length 12-20	21-30	31-35	36-99	Average Log Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		**Totals**		18	2.6	5,718	5,568	184	25	33	42		2	7	6	85	32	8	87	0.78	63.8
DF	T	CU	CU															6		0.00	3.3
DF	T	HB	2S	21	.9	702	696	23			73	27				100	40	13	265	1.61	2.6
DF	T	HB	3S	13		441	441	15		100						100	40	11	180	1.24	2.5
DF	T	DM	2S	32	6.5	1,135	1,061	35			72	28		24		76	35	14	258	1.90	4.1
DF	T	DM	3S	22	3.6	738	711	23	34	66					27	73	38	8	92	0.77	7.8
DF	T	DM	4S	11		366	366	12	100				18	10	37	34	29	5	32	0.40	11.3
DF	T	DM	UT	1		9	9	0	100				100				12	7	20	0.41	.5
DF	**T**	**Totals**		11	3.1	3,391	3,285	108	19	28	39	15	2	9	10	79	31	8	103	0.95	32.0
Type Totals					4.3	32,359	30,974	1,022	24	35	30	11	5	6	6	82	30	8	83	0.80	375.1

TC TSTATS

STATISTICS

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U1	88.00	63	316	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	63	316	5.0		
CRUISE	34	162	4.8	11,921	1.4
DBH COUNT					
REFOREST					
COUNT	26	140	5.4		
BLANKS	3				
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
WHEMLOCK-T	70	62.6	16.8	78	23.6	96.9	14,851	14,538	3,756	3,744
DOUG FIR-T	53	44.6	19.7	89	21.3	94.6	16,625	16,294	3,893	3,893
NOBLE F-T	22	8.1	25.7	95	5.7	29.1	6,118	6,013	1,262	1,262
R ALDER-T	17	20.1	11.6	49	4.4	14.9	1,339	1,285	396	396
TOTAL	*162*	*135.5*	*17.9*	*78*	*55.7*	*235.4*	*38,934*	*38,131*	*9,307*	*9,296*

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
WHEMLOCK-T	62.2	7.4	295	319	343			
DOUG FIR-T	53.4	7.3	459	496	532			
NOBLE F-T	52.7	11.5	867	979	1,092			
R ALDER-T	60.6	15.1	84	99	114			
TOTAL	*82.6*	*6.5*	*415*	*443*	*472*	*272*	*139*	*68*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	53.6	6.4	75	80	85			
DOUG FIR-T	49.2	6.8	109	117	124			
NOBLE F-T	46.5	10.1	180	200	220			
R ALDER-T	59.0	14.7	26	31	35			
TOTAL	*69.5*	*5.5*	*98*	*103*	*109*	*193*	*98*	*48*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	109.5	13.8	54	63	71			
DOUG FIR-T	89.7	11.3	40	45	50			
NOBLE F-T	154.6	19.5	7	8	10			
R ALDER-T	295.9	37.2	13	20	28			
TOTAL	*56.5*	*7.1*	*126*	*135*	*145*	*127*	*65*	*32*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	93.7	11.8	85	97	108			
DOUG FIR-T	87.1	11.0	84	95	105			
NOBLE F-T	146.3	18.4	24	29	34			
R ALDER-T	309.0	38.9	9	15	21			
TOTAL	*40.4*	*5.1*	*223*	*235*	*247*	*65*	*33*	*16*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	97.5	12.3	12,755	14,538	16,322			
DOUG FIR-T	89.1	11.2	14,467	16,294	18,122			
NOBLE F-T	149.1	18.8	4,885	6,013	7,142			
R ALDER-T	308.6	38.8	786	1,285	1,784			
TOTAL	*43.0*	*5.4*	*36,067*	*38,131*	*40,195*	*74*	*38*	*18*

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U1	88.00	63	316	S	W

CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10

CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T		95.8	12.1	3,293	3,744	4,196			
DOUG FIR-T		88.7	11.2	3,459	3,893	4,328			
NOBLE F-T		148.5	18.7	1,026	1,262	1,498			
R ALDER-T		316.9	39.9	238	396	553			
TOTAL		*42.3*	*5.3*	*8,801*	*9,296*	*9,790*	*71*	*36*	*18*

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U2	50.00	31	166	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	31	166	5.4		
CRUISE	31	166	5.4	6,609	2.5
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	57	43.9	20.4	96	22.1	100.1	18,725	18,635	4,298	4,298
DOUG FIR-T	17	12.5	20.9	90	6.5	29.9	5,427	5,167	1,245	1,244
NOBLE F	23	14.3	22.8	98	8.5	40.4	8,808	8,580	1,840	1,842
NOBLE F-T	31	14.0	26.7	104	10.5	54.4	12,447	12,102	2,575	2,575
WHEMLOCK	27	33.0	16.2	73	11.8	47.4	7,435	7,435	1,823	1,823
WHEMLOCK-T	8	9.7	16.3	76	3.5	14.0	2,082	2,019	527	527
COTWOOD	2	2.0	17.8	85	0.8	3.5	570	556	145	145
R ALDER	1	2.7	11.0	44	0.5	1.8	106	106	42	42
TOTAL	*166*	*132.2*	*20.1*	*88*	*65.0*	*291.5*	*55,601*	*54,599*	*12,497*	*12,497*

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	47.3	6.3	470	501	533			
DOUG FIR-T	49.4	12.3	418	477	536			
NOBLE F	69.5	14.8	779	914	1,049			
NOBLE F-T	38.0	6.8	875	939	1,003			
WHEMLOCK	61.0	12.0	269	306	342			
WHEMLOCK-T	45.9	17.3	220	266	312			
COTWOOD	65.4	61.3	130	335	540			
R ALDER								
TOTAL	*69.9*	*5.4*	*558*	*590*	*622*	*195*	*100*	*49*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	40.4	5.3	107	113	119			
DOUG FIR-T	41.2	10.3	102	113	125			
NOBLE F	60.6	12.9	161	185	208			
NOBLE F-T	28.9	5.2	186	197	207			
WHEMLOCK	52.9	10.4	66	74	82			
WHEMLOCK-T	41.0	15.5	58	68	79			
COTWOOD	60.9	57.0	37	86	135			
R ALDER								
TOTAL	*58.1*	*4.5*	*123*	*129*	*135*	*135*	*69*	*34*

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	97.2	17.4	36	44	52			
DOUG FIR-T	154.5	27.7	9	13	16			
NOBLE F	153.7	27.6	10	14	18			
NOBLE F-T	96.4	17.3	12	14	16			
WHEMLOCK	146.7	26.3	24	33	42			
WHEMLOCK-T	239.1	42.9	6	10	14			
COTWOOD	556.8	99.9	0	2	4			
R ALDER	556.8	99.9	0	3	5			
TOTAL	*49.8*	*8.9*	*120*	*132*	*144*	*99*	*51*	*25*

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U2	50.00	31	166	S	W

CL: 68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10

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	83.2	14.9	85	100	115			
DOUG FIR-T	147.7	26.5	22	30	38			
NOBLE F	130.1	23.3	31	40	50			
NOBLE F-T	100.0	17.9	45	54	64			
WHEMLOCK	117.6	21.1	37	47	57			
WHEMLOCK-T	223.0	40.0	8	14	20			
COTWOOD	556.8	99.9	0	4	7			
R ALDER	556.8	99.9	0	2	4			
TOTAL	*32.9*	*5.9*	*274*	*292*	*309*	*43*	*22*	*11*

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	83.8	15.0	15,831	18,635	21,438			
DOUG FIR-T	139.9	25.1	3,869	5,167	6,465			
NOBLE F	124.4	22.3	6,665	8,580	10,495			
NOBLE F-T	105.9	19.0	9,801	12,102	14,402			
WHEMLOCK	122.3	22.0	5,803	7,435	9,067			
WHEMLOCK-T	247.7	44.5	1,121	2,019	2,916			
COTWOOD	556.8	99.9	0	556	1,111			
R ALDER	556.8	99.9	0	106	213			
TOTAL	*32.9*	*5.9*	*51,374*	*54,599*	*57,825*	*43*	*22*	*11*

CL: 68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	83.9	15.1	3,651	4,298	4,946			
DOUG FIR-T	142.3	25.5	927	1,244	1,562			
NOBLE F	126.7	22.7	1,423	1,842	2,260			
NOBLE F-T	101.3	18.2	2,107	2,575	3,043			
WHEMLOCK	119.6	21.5	1,432	1,823	2,214			
WHEMLOCK-T	239.9	43.1	300	527	753			
COTWOOD	556.8	99.9	0	145	291			
R ALDER	556.8	99.9	0	42	85			
TOTAL	*33.0*	*5.9*	*11,756*	*12,497*	*13,237*	*44*	*22*	*11*

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U3	59.00	30	202	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	30	202	6.7		
CRUISE	30	202	6.7	8,785	2.3
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	65	37.9	22.2	96	21.6	101.7	18,640	18,333	4,356	4,356
DOUG FIR-T	24	16.7	20.3	87	8.3	37.6	6,133	5,918	1,465	1,465
WHEMLOCK	43	42.4	17.1	78	16.3	67.3	9,913	9,602	2,570	2,569
WHEMLOCK-T	15	23.1	13.6	63	6.4	23.5	2,949	2,915	782	782
NOBLE F	27	14.9	22.8	94	8.8	42.2	8,455	7,707	1,837	1,837
NOBLE F-T	26	11.2	25.8	102	8.0	40.7	8,955	8,673	1,875	1,875
R ALDER	1	1.3	15.0	46	0.4	1.6	77	77	36	36
R ALDER-T	1	1.5	14.0	73	0.4	1.6	190	176	45	42
TOTAL	*202*	*148.9*	*19.7*	*84*	*71.2*	*316.1*	*55,313*	*53,399*	*12,966*	*12,964*

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	43.3	5.4	528	558	588			
DOUG FIR-T	52.7	11.2	432	486	541			
WHEMLOCK	58.1	8.9	267	293	319			
WHEMLOCK-T	66.6	17.8	167	203	240			
NOBLE F	63.1	12.4	624	713	801			
NOBLE F-T	53.2	10.6	833	932	1,031			
R ALDER								
R ALDER-T								
TOTAL	*70.0*	*4.9*	*505*	*531*	*557*	*196*	*100*	*49*

CL: 68.1 %	COEFF		SAMPLE TREES - CF			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	37.1	4.6	124	130	136			
DOUG FIR-T	43.4	9.2	105	116	127			
WHEMLOCK	54.4	8.3	71	77	83			
WHEMLOCK-T	62.9	16.8	45	54	63			
NOBLE F	57.2	11.2	146	164	183			
NOBLE F-T	42.4	8.5	178	195	211			
R ALDER								
R ALDER-T								
TOTAL	*59.0*	*4.2*	*118*	*123*	*129*	*139*	*71*	*35*

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	76.6	14.2	33	38	43			
DOUG FIR-T	130.6	24.2	13	17	21			
WHEMLOCK	118.1	21.9	33	42	52			
WHEMLOCK-T	160.8	29.9	16	23	30			
NOBLE F	184.9	34.3	10	15	20			
NOBLE F-T	123.6	23.0	9	11	14			
R ALDER	547.7	101.7		1	3			
R ALDER-T	547.7	101.7		1	3			
TOTAL	*50.5*	*9.4*	*135*	*149*	*163*	*106*	*54*	*26*

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U3	59.00	30	202	S	W

CL: 68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10

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	71.8	13.3	88	102	115			
DOUG FIR-T	128.8	23.9	29	38	47			
WHEMLOCK	101.5	18.8	55	67	80			
WHEMLOCK-T	146.2	27.1	17	23	30			
NOBLE F	163.4	30.3	29	42	55			
NOBLE F-T	116.3	21.6	32	41	49			
R ALDER	547.7	101.7		2	3			
R ALDER-T	547.7	101.7		2	3			
TOTAL	*35.3*	*6.6*	*295*	*316*	*337*	*52*	*26*	*13*

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	73.2	13.6	15,841	18,333	20,826			
DOUG FIR-T	141.5	26.3	4,363	5,918	7,472			
WHEMLOCK	100.2	18.6	7,815	9,602	11,388			
WHEMLOCK-T	158.9	29.5	2,055	2,915	3,775			
NOBLE F	163.9	30.4	5,362	7,707	10,053			
NOBLE F-T	124.5	23.1	6,668	8,673	10,678			
R ALDER	547.7	101.7		77	154			
R ALDER-T	547.7	101.7		176	354			
TOTAL	*37.0*	*6.9*	*49,734*	*53,399*	*57,065*	*57*	*29*	*14*

CL: 68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	72.5	13.5	3,769	4,356	4,942			
DOUG FIR-T	136.1	25.3	1,095	1,465	1,836			
WHEMLOCK	100.0	18.6	2,092	2,569	3,046			
WHEMLOCK-T	162.0	30.1	547	782	1,018			
NOBLE F	164.1	30.5	1,278	1,837	2,397			
NOBLE F-T	121.1	22.5	1,453	1,875	2,296			
R ALDER	547.7	101.7		36	73			
R ALDER-T	547.7	101.7		42	86			
TOTAL	*36.5*	*6.8*	*12,085*	*12,964*	*13,842*	*55*	*28*	*14*

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U4	70.00	48	236	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	48	236	4.9		
CRUISE	24	107	4.5	8,706	1.2
DBH COUNT					
REFOREST					
COUNT	23	129	5.6		
BLANKS	1				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR-T	71	76.4	18.8	77	33.9	146.7	20,228	19,849	5,277	5,274
WHEMLOCK-T	23	28.9	18.1	75	12.2	51.8	7,072	6,860	1,895	1,896
NOBLE F-T	13	19.0	17.7	78	7.7	32.3	5,630	5,542	1,278	1,278
TOTAL	*107*	*124.4*	*18.4*	*76*	*53.7*	*230.8*	*32,930*	*32,251*	*8,451*	*8,448*

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-T	54.6	6.5	310	331	353			
WHEMLOCK-T	56.5	12.0	255	290	325			
NOBLE F-T	64.0	18.4	407	499	591			
TOTAL	*60.1*	*5.8*	*323*	*343*	*363*	*144*	*73*	*36*

CL: 68.1 % COEFF — **SAMPLE TREES - CF** — # OF TREES REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR-T	45.5	5.4	81	86	90			
WHEMLOCK-T	47.4	10.1	71	79	87			
NOBLE F-T	54.5	15.7	95	112	130			
TOTAL	*48.7*	*4.7*	*83*	*88*	*92*	*95*	*48*	*24*

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-T	74.3	10.7	68	76	85			
WHEMLOCK-T	161.6	23.3	22	29	36			
NOBLE F-T	227.9	32.9	13	19	25			
TOTAL	*56.7*	*8.2*	*114*	*124*	*135*	*128*	*65*	*32*

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-T	65.2	9.4	133	147	160			
WHEMLOCK-T	157.7	22.7	40	52	64			
NOBLE F-T	224.8	32.4	22	32	43			
TOTAL	*47.6*	*6.9*	*215*	*231*	*247*	*91*	*46*	*23*

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-T	64.2	9.3	18,010	19,849	21,688			
WHEMLOCK-T	160.6	23.2	5,271	6,860	8,449			
NOBLE F-T	236.0	34.0	3,656	5,542	7,428			
TOTAL	*51.3*	*7.4*	*29,867*	*32,251*	*34,635*	*105*	*54*	*26*

CL: 68.1 % COEFF — **NET CUFT FT/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR-T	64.8	9.3	4,781	5,274	5,767			
WHEMLOCK-T	158.5	22.9	1,462	1,896	2,329			
NOBLE F-T	232.1	33.5	850	1,278	1,706			
TOTAL	*49.0*	*7.1*	*7,851*	*8,448*	*9,045*	*96*	*49*	*24*

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PROJECT RIDGEWAL

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U5	5.00	3	16	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	3	16	5.3		
CRUISE	3	16	5.3	900	1.8
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
WHEMLOCK-T	11	131.3	15.5	66	43.7	172.1	22,708	21,960	5,969	5,969
DOUG FIR-T	2	11.1	22.7	95	6.6	31.3	5,781	5,735	1,296	1,296
NOBLE F-T	2	8.8	25.5	81	6.2	31.3	4,515	4,230	1,181	1,179
R ALDER-T	1	28.7	10.0	60	4.9	15.6	1,721	1,721	403	403
TOTAL	*16*	*179.9*	*16.0*	*67*	*62.6*	*250.3*	*34,725*	*33,646*	*8,849*	*8,848*

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
WHEMLOCK-T	64.7	20.5	194	244	293			
DOUG FIR-T	27.8	26.0	396	535	674			
NOBLE F-T	32.2	30.2	353	505	657			
R ALDER-T								
TOTAL	*65.5*	*16.9*	*250*	*301*	*352*	*183*	*93*	*46*

CL: 68.1 %	COEFF		**SAMPLE TREES - CF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	56.4	17.8	53	65	76			
DOUG FIR-T	24.8	23.2	93	120	148			
NOBLE F-T	29.2	27.4	102	140	178			
R ALDER-T								
TOTAL	*60.4*	*15.6*	*66*	*78*	*90*	*155*	*79*	*39*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	18.0	12.4	115	131	148			
DOUG FIR-T	173.2	119.8		11	24			
NOBLE F-T	173.2	119.8		9	19			
R ALDER-T	173.2	119.8		29	63			
TOTAL	*27.5*	*19.0*	*146*	*180*	*214*	*43*	*22*	*11*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	41.7	28.8	123	172	222			
DOUG FIR-T	173.2	119.8		31	69			
NOBLE F-T	173.2	119.8		31	69			
R ALDER-T	173.2	119.8		16	34			
TOTAL	*10.8*	*7.5*	*232*	*250*	*269*	*7*	*3*	*2*

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T	48.4	33.5	14,607	21,960	29,313			
DOUG FIR-T	173.2	119.8		5,735	12,607			
NOBLE F-T	173.2	119.8		4,230	9,299			
R ALDER-T	173.2	119.8		1,721	3,784			
TOTAL	*24.4*	*16.9*	*27,965*	*33,646*	*39,327*	*34*	*17*	*9*

TC TSTATS

STATISTICS

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U5	5.00	3	16	S	W

CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10

CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
WHEMLOCK-T		48.2	33.3	3,979	5,969	7,960			
DOUG FIR-T		173.2	119.8		1,296	2,850			
NOBLE F-T		173.2	119.8		1,179	2,593			
R ALDER-T		173.2	119.8		403	885			
TOTAL		*17.3*	*12.0*	*7,787*	*8,848*	*9,909*	*17*	*9*	*4*

TC TSTATS

STATISTICS

PAGE 1

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U6	71.00	41	264	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	41	264	6.4		
CRUISE	41	264	6.4	9,097	2.9
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
NOBLE F	93	45.9	19.0	78	20.8	90.7	14,761	14,456	3,449	3,447
NOBLE F-T	46	11.8	26.4	92	8.7	44.9	8,589	8,444	1,868	1,867
WHEMLOCK	70	38.6	18.0	74	16.1	68.3	9,442	9,257	2,463	2,456
WHEMLOCK-T	14	10.4	15.5	55	3.5	13.7	1,476	1,440	412	412
DOUG FIR	36	18.1	18.8	68	8.1	35.1	4,422	4,259	1,146	1,131
DOUG FIR-T	5	3.2	16.8	70	1.2	4.9	634	625	164	164
TOTAL	*264*	*128.1*	*19.2*	*75*	*58.8*	*257.6*	*39,324*	*38,481*	*9,502*	*9,479*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	SAMPLE TREES - BF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
NOBLE F	79.0	8.2	437	476	515			
NOBLE F-T	30.0	4.5	723	756	790			
WHEMLOCK	61.5	7.3	281	304	326			
WHEMLOCK-T	80.8	22.4	192	247	302			
DOUG FIR	60.0	10.0	264	293	322			
DOUG FIR-T	63.6	31.6	175	256	337			
TOTAL	*73.2*	*4.5*	*417*	*437*	*456*	*214*	*109*	*54*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	SAMPLE TREES - CF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
NOBLE F	65.4	6.8	101	108	116			
NOBLE F-T	19.0	2.8	162	167	172			
WHEMLOCK	51.7	6.2	74	79	84			
WHEMLOCK-T	75.4	20.9	54	68	82			
DOUG FIR	48.1	8.0	70	76	82			
DOUG FIR-T	57.8	28.7	47	66	84			
TOTAL	*59.4*	*3.7*	*99*	*103*	*107*	*141*	*72*	*35*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	TREES/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
NOBLE F	104.0	16.2	38	46	53			
NOBLE F-T	118.4	18.5	10	12	14			
WHEMLOCK	112.2	17.5	32	39	45			
WHEMLOCK-T	262.6	41.0	6	10	15			
DOUG FIR	192.4	30.0	13	18	24			
DOUG FIR-T	368.0	57.4	1	3	5			
TOTAL	*57.4*	*9.0*	*117*	*128*	*140*	*132*	*67*	*33*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	BASAL AREA/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
NOBLE F	82.5	12.9	79	91	102			
NOBLE F-T	116.5	18.2	37	45	53			
WHEMLOCK	91.9	14.3	58	68	78			
WHEMLOCK-T	241.6	37.7	9	14	19			
DOUG FIR	163.5	25.5	26	35	44			
DOUG FIR-T	417.9	65.2	2	5	8			

TC TSTATS

STATISTICS

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	00U6	71.00	41	264	S	W

CL: 68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
TOTAL	*34.6*	*5.4*	*244*	*258*	*271*	*48*	*24*	*12*

CL: 68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
NOBLE F	95.1	14.8	12,312	14,457	16,601			
NOBLE F-T	128.7	20.1	6,749	8,444	10,139			
WHEMLOCK	99.0	15.4	7,827	9,257	10,687			
WHEMLOCK-T	259.3	40.5	857	1,440	2,022			
DOUG FIR	159.1	24.8	3,201	4,259	5,316			
DOUG FIR-T	463.0	72.3	173	625	1,076			
TOTAL	*43.3*	*6.8*	*35,882*	*38,481*	*41,081*	*75*	*38*	*19*

CL: 68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
NOBLE F	86.9	13.6	2,979	3,447	3,915			
NOBLE F-T	122.7	19.1	1,510	1,867	2,225			
WHEMLOCK	94.8	14.8	2,093	2,456	2,820			
WHEMLOCK-T	258.7	40.4	246	412	579			
DOUG FIR	158.2	24.7	852	1,131	1,411			
DOUG FIR-T	445.8	69.6	50	164	279			
TOTAL	*38.0*	*5.9*	*8,917*	*9,479*	*10,040*	*58*	*29*	*14*

TC TSTATS

STATISTICS

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7N	49.00	34	226	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	34	226	6.6		
CRUISE	34	226	6.6	7,864	2.9
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
NOBLE F	87	78.1	15.5	58	26.0	102.4	9,829	9,649	2,861	2,860
NOBLE F-T	38	13.7	24.4	74	9.0	44.7	5,791	5,562	1,540	1,540
DOUG FIR	40	28.8	17.3	64	11.3	47.1	4,936	4,798	1,410	1,410
DOUG FIR-T	11	6.4	19.3	66	2.9	12.9	1,449	1,368	413	408
WHEMLOCK	29	21.6	17.0	63	8.2	33.9	3,611	3,539	1,057	1,057
WHEMLOCK-T	21	11.9	19.5	66	5.6	24.7	2,788	2,527	784	775
TOTAL	*226*	*160.5*	*17.4*	*62*	*63.7*	*265.7*	*28,404*	*27,444*	*8,066*	*8,050*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	SAMPLE TREES - BF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
NOBLE F	55.4	5.9	152	162	171			
NOBLE F-T	38.4	6.2	402	429	456			
DOUG FIR	45.4	7.4	198	213	229			
DOUG FIR-T	38.0	12.0	206	235	263			
WHEMLOCK	39.0	7.4	170	183	197			
WHEMLOCK-T	49.1	11.0	232	260	289			
TOTAL	*62.0*	*4.1*	*222*	*232*	*241*	*153*	*78*	*38*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	SAMPLE TREES - CF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
NOBLE F	50.2	5.4	45	48	51			
NOBLE F-T	28.2	4.6	112	118	123			
DOUG FIR	42.8	6.9	59	63	67			
DOUG FIR-T	33.6	10.6	62	69	77			
WHEMLOCK	37.5	7.1	51	55	59			
WHEMLOCK-T	50.6	11.3	72	82	91			
TOTAL	*54.9*	*3.7*	*65*	*67*	*70*	*121*	*62*	*30*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	TREES/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
NOBLE F	109.8	18.8	63	78	93			
NOBLE F-T	95.9	16.4	11	14	16			
DOUG FIR	109.7	18.8	23	29	34			
DOUG FIR-T	207.4	35.5	4	6	9			
WHEMLOCK	115.5	19.8	17	22	26			
WHEMLOCK-T	150.1	25.7	9	12	15			
TOTAL	*53.3*	*9.1*	*146*	*160*	*175*	*113*	*58*	*28*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	BASAL AREA/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
NOBLE F	68.8	11.8	90	102	114			
NOBLE F-T	87.5	15.0	38	45	51			
DOUG FIR	105.6	18.1	39	47	56			
DOUG FIR-T	197.3	33.8	9	13	17			
WHEMLOCK	107.8	18.5	28	34	40			
WHEMLOCK-T	143.8	24.6	19	25	31			

TC TSTATS

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7N	49.00	34	226	S	W

CL: 68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
TOTAL	*29.3*	*5.0*	*252*	*266*	*279*	*34*	*17*	*9*

CL: 68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
NOBLE F	61.0	10.4	8,641	9,649	10,657			
NOBLE F-T	80.3	13.8	4,797	5,562	6,327			
DOUG FIR	120.3	20.6	3,809	4,798	5,787			
DOUG FIR-T	196.1	33.6	909	1,368	1,828			
WHEMLOCK	112.2	19.2	2,858	3,539	4,219			
WHEMLOCK-T	154.7	26.5	1,857	2,527	3,197			
TOTAL	*32.0*	*5.5*	*25,939*	*27,444*	*28,948*	*41*	*21*	*10*

CL: 68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
NOBLE F	60.7	10.4	2,563	2,860	3,157			
NOBLE F-T	83.9	14.4	1,319	1,540	1,761			
DOUG FIR	113.5	19.4	1,136	1,410	1,684			
DOUG FIR-T	196.6	33.7	270	408	545			
WHEMLOCK	110.3	18.9	858	1,057	1,257			
WHEMLOCK-T	152.6	26.2	572	775	977			
TOTAL	*29.4*	*5.0*	*7,645*	*8,050*	*8,455*	*34*	*18*	*9*

TC TSTATS

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PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7S	33.00	25	184	S	W

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	25	184	7.4		
CRUISE	25	184	7.4	6,736	2.7
DBH COUNT					
REFOREST					
COUNT					
BLANKS					
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
NOBLE F	54	72.0	14.8	57	22.4	86.4	8,758	8,513	2,463	2,463
NOBLE F-T	25	14.3	22.7	72	8.4	40.0	5,425	5,070	1,367	1,367
WHEMLOCK	38	50.6	14.8	57	15.8	60.8	6,148	5,838	1,819	1,788
WHEMLOCK-T	17	15.7	17.8	66	6.4	27.2	2,919	2,699	845	829
DOUG FIR	32	36.2	16.1	62	12.8	51.2	5,718	5,568	1,603	1,603
DOUG FIR-T	18	15.4	18.5	71	6.7	28.8	3,391	3,285	926	925
TOTAL	*184*	*204.1*	*16.3*	*61*	*73.0*	*294.4*	*32,359*	*30,974*	*9,021*	*8,976*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	SAMPLE TREES - BF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
NOBLE F	62.5	8.7	174	190	207			
NOBLE F-T	51.7	10.8	415	465	515			
WHEMLOCK	48.8	7.9	137	148	160			
WHEMLOCK-T	42.5	10.6	178	199	220			
DOUG FIR	47.2	8.5	198	217	235			
DOUG FIR-T	53.9	13.1	236	271	307			
TOTAL	*70.3*	*5.2*	*219*	*232*	*244*	*198*	*101*	*49*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	SAMPLE TREES - CF LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
NOBLE F	58.4	8.1	50	55	59			
NOBLE F-T	41.4	8.6	112	122	133			
WHEMLOCK	46.2	7.5	42	45	49			
WHEMLOCK-T	47.3	11.8	55	62	70			
DOUG FIR	44.0	7.9	57	62	67			
DOUG FIR-T	45.6	11.1	67	75	83			
TOTAL	*60.6*	*4.5*	*63*	*66*	*69*	*147*	*75*	*37*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	TREES/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
NOBLE F	131.0	26.7	53	72	91			
NOBLE F-T	116.3	23.7	11	14	18			
WHEMLOCK	118.1	24.1	38	51	63			
WHEMLOCK-T	167.7	34.2	10	16	21			
DOUG FIR	161.2	32.9	24	36	48			
DOUG FIR-T	163.5	33.3	10	15	21			
TOTAL	*68.0*	*13.9*	*176*	*204*	*232*	*192*	*98*	*48*

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	BASAL AREA/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
NOBLE F	109.9	22.4	67	86	106			
NOBLE F-T	125.8	25.7	30	40	50			
WHEMLOCK	89.3	18.2	50	61	72			
WHEMLOCK-T	162.9	33.2	18	27	36			
DOUG FIR	111.7	22.8	40	51	63			
DOUG FIR-T	136.1	27.8	21	29	37			

TC TSTATS

STATISTICS

PROJECT RIDGEWAL

DATE 2/19/2015

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
09N	02E	17	RIDGEWALKER	0U7S	33.00	25	184	S	W

CL: 68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
TOTAL	*29.6*	*6.0*	*277*	*294*	*312*	*36*	*19*	*9*

CL: 68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
NOBLE F	114.5	23.4	6,525	8,513	10,501			
NOBLE F-T	134.7	27.5	3,677	5,070	6,462			
WHEMLOCK	94.0	19.2	4,719	5,838	6,958			
WHEMLOCK-T	164.1	33.5	1,796	2,699	3,603			
DOUG FIR	116.5	23.8	4,245	5,568	6,891			
DOUG FIR-T	148.1	30.2	2,293	3,285	4,277			
TOTAL	*33.1*	*6.7*	*28,886*	*30,974*	*33,061*	*45*	*23*	*11*

CL: 68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
NOBLE F	112.6	23.0	1,898	2,463	3,028			
NOBLE F-T	132.9	27.1	996	1,367	1,738			
WHEMLOCK	91.6	18.7	1,454	1,788	2,122			
WHEMLOCK-T	162.4	33.1	555	829	1,104			
DOUG FIR	115.1	23.5	1,227	1,603	1,979			
DOUG FIR-T	141.2	28.8	659	925	1,192			
TOTAL	*30.4*	*6.2*	*8,419*	*8,976*	*9,532*	*38*	*20*	*10*

TC PSPCTLTCM

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

T09N R02E S17 Ty00U1	88.0
T09N R02E S17 Ty00U2	50.0
T09N R02E S17 Ty0U7	33.0

Project RIDGEWAL
Acres 425.00

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Species	ST	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
DOUG FIR	T	11,992	28,138	26,495	77.48	33.02	1.04	9,296	9,292	3,769	3,679
NOBLE F	T	5,426	13,229		128.81	52.83	1.57	6,990	6,990	3,178	3,094
DOUG FIR		8,327	20,032	19,244	80.97	33.66	1.04	6,752	6,742	2,781	2,735
NOBLE F		11,054	21,280		60.31	31.33	0.95	6,667	6,666	2,758	2,664
WHEMLOCK	T	11,883	23,315	21,157	55.47	28.27	0.83	6,611	6,591	2,531	2,457
WHEMLOCK		9,624	19,106	16,943	54.86	27.63	0.83	5,295	5,279	2,007	1,962
R ALDER	T	2,001	2,870	1,085	19.65	13.70	0.51	395	393	138	132
COTWOOD		102	234	178	71.25	31.00	0.86	73	73	29	28
R ALDER		208	208	117	20.46	20.46	0.51	43	43	10	10
Totals		60,618	128,413	85,219	69.40	32.76	1.00	42,122	42,069	17,200	16,761

Wood Type Species	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
C	58,306	125,101	83,838	71.28	33.22	1.01	41,612	41,561	17,024	16,591
H	2,312	3,312	1,380	22.00	15.35	0.55	510	508	176	170
Totals	60,618	128,413	85,219	69.40	32.76	1.00	42,122	42,069	17,200	16,761

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
WH	T	HA	3S	40	16	8.3	15	.6				15								
WH	T	HB	2S	40	518	1.6	510	20.7						313	117	79				
WH	T	HB	3S	32	6	14.3	5	.2				5								
WH	T	HB	3S	40	261		259	10.6				83	177							
WH	T	DM	2S	16	7	12.1	6	.2						2		3				
WH	T	DM	2S	20	6	19.3	5	.2										5		
WH	T	DM	2S	22	7		7	.3								7				
WH	T	DM	2S	25	9		9	.4							9					
WH	T	DM	2S	26	9	6.7	8	.3									8			
WH	T	DM	2S	30	10	18.5	8	.3							8					
WH	T	DM	2S	32	33	5.0	32	1.3						27	5					
WH	T	DM	2S	36	6		6	.3						6						
WH	T	DM	2S	38	7	30.3	5	.2									5			
WH	T	DM	2S	40	672	4.5	642	26.1						276	230	102	34			
WH	T	DM	3S	20	1		1	.1					1							
WH	T	DM	3S	24	5		5	.2					5							
WH	T	DM	3S	27	1		1	.0				1								
WH	T	DM	3S	28	2		2	.1				1	1							
WH	T	DM	3S	30	2		2	.1			2									
WH	T	DM	3S	31	3		3	.1			3									
WH	T	DM	3S	32	73		73	3.0			5	38	30							
WH	T	DM	3S	35	4		4	.2			4									
WH	T	DM	3S	36	6		6	.2			4	3								
WH	T	DM	3S	37	8		8	.3			6	2								
WH	T	DM	3S	38	9		9	.4			9									
WH	T	DM	3S	39	6		6	.2			3	3								
WH	T	DM	3S	40	498	2.4	486	19.8			98	203	186							
WH	T	DM	4S	11	1		1	.0			1									
WH	T	DM	4S	12	2		2	.1		1	1	1								
WH	T	DM	4S	13	1		1	.0			1									
WH	T	DM	4S	14	2		2	.1			2									
WH	T	DM	4S	15	4		4	.2		1	2	1								
WH	T	DM	4S	16	3		3	.1		3										
WH	T	DM	4S	17	10		10	.4		9	0									
WH	T	DM	4S	18	10		10	.4		4	5	0								

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
WH	T	DM	4S	19	4		4	.2		1	2	1								
WH	T	DM	4S	20	3		3	.1		1	2									
WH	T	DM	4S	21	5		5	.2		1	3	2								
WH	T	DM	4S	22	8		8	.3		5	2	1								
WH	T	DM	4S	23	1		1	.1		1										
WH	T	DM	4S	24	1		1	.1		1										
WH	T	DM	4S	25	8		8	.3		5	3									
WH	T	DM	4S	26	13		13	.5		8	5									
WH	T	DM	4S	27	3		3	.1		3										
WH	T	DM	4S	28	11		11	.5		11	1									
WH	T	DM	4S	30	17		17	.7		11	6									
WH	T	DM	4S	31	12		12	.5		11	1	1								
WH	T	DM	4S	32	16		16	.7		16										
WH	T	DM	4S	33	3		3	.1		3										
WH	T	DM	4S	34	10		10	.4		10										
WH	T	DM	4S	35	19		19	.8		19										
WH	T	DM	4S	36	9		9	.4		9										
WH	T	DM	4S	37	25		25	1.0		25										
WH	T	DM	4S	38	13		13	.5		13										
WH	T	DM	4S	39	9		9	.3		9										
WH	T	DM	4S	40	51		51	2.1		48	3									
WH	T	DM	UT	8	0		0	.0				0								
WH	T	DM	UT	10	8		8	.3									8			
WH	T	DM	UT	11	1		1	.1			1									
WH	T	DM	UT	12	6		6	.2		2	0						3			
WH	T	DM	UT	13	1		1	.0		1										
WH	T	DM	UT	14	1		1	.0		1										
WH	T	DM	UT	16	1		1	.1			1									
WH	T	DM	UT	17	2		2	.1		2										
WH	T	DM	UT	21	2		2	.1		2										
WH	T	DM	UT	27	6		6	.3		6										
WH	T	DM	UT	28	3		3	.1		3										
WH	T	DM	UT	32	6		6	.2		6										
WH	T	DM	UT	34	1		1	.1			1									
WH	T	DM	UT	35	5		5	.2		5										
WH	T	DM	UT	40	10		10	.4					3			7				
WH	T	RO	3S	40	9	3.8	9	.4								9				

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
WH		Totals			2,531	2.9	2,457	14.7		256	175	359	403	624	370	207	58	5		
WH		HB	2S	40	322		321	16.3						184	71	54	11			
WH		HB	3S	32	6		6	.3					6							
WH		HB	3S	40	143		142	7.2				44	98							
WH		DM	2S	16	11	17.8	9	.5								6	3			
WH		DM	2S	30	9		9	.5							9					
WH		DM	2S	32	10		10	.5						10						
WH		DM	2S	36	12	4.8	12	.6						12						
WH		DM	2S	38	5		5	.3						5						
WH		DM	2S	40	589	3.0	572	29.1						282	143	127	21			
WH		DM	3S	30	6	3.8	6	.3				6								
WH		DM	3S	31	1		1	.1			1									
WH		DM	3S	32	79	6.0	74	3.8			4	39	31							
WH		DM	3S	33	5		5	.2			2	3								
WH		DM	3S	34	3		3	.2				3								
WH		DM	3S	35	4		4	.2			2	2								
WH		DM	3S	36	16	2.7	15	.8				11	4							
WH		DM	3S	37	4		4	.2			2	2								
WH		DM	3S	38	16	2.0	15	.8			14	1								
WH		DM	3S	39	5		5	.3			5									
WH		DM	3S	40	524	1.4	516	26.3			105	164	246							
WH		DM	4S	12	5		5	.2		2	2									
WH		DM	4S	13	7		7	.4		2	5	0								
WH		DM	4S	14	6		6	.3		2	3	1								
WH		DM	4S	15	2		2	.1		1	1									
WH		DM	4S	16	2		2	.1		2		1								
WH		DM	4S	17	6		6	.3		4	1	1								
WH		DM	4S	18	3		3	.2			3									
WH		DM	4S	19	10		10	.5		9	1									
WH		DM	4S	20	2		2	.1		2										
WH		DM	4S	21	8	2.9	8	.4		6	2									
WH		DM	4S	22	5		5	.3		4	1									
WH		DM	4S	23	6		6	.3		4	2									
WH		DM	4S	24	5		5	.2		4	1									
WH		DM	4S	25	4		4	.2		3		1								

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Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
WH		DM	4S	26	2	18.2	2	.1			2									
WH		DM	4S	27	3		3	.1		1	2									
WH		DM	4S	28	9		9	.5		6	3									
WH		DM	4S	29	8		8	.4		4	3									
WH		DM	4S	30	4		4	.2		3	1									
WH		DM	4S	31	4		4	.2		3	1									
WH		DM	4S	32	16		16	.8		14	2									
WH		DM	4S	33	6		6	.3		4	2									
WH		DM	4S	34	6		6	.3		6										
WH		DM	4S	35	2		2	.1		2										
WH		DM	4S	36	10		10	.5		10										
WH		DM	4S	37	9		9	.5		9										
WH		DM	4S	38	7		7	.4		7										
WH		DM	4S	39	6		6	.3		6										
WH		DM	4S	40	46		46	2.4		38	8									
WH		DM	UT	11	1		1	.0		1										
WH		DM	UT	13	1		1	.0		0	0									
WH		DM	UT	14	1		1	.1		1	1									
WH		DM	UT	15	4		4	.2			4									
WH		DM	UT	20	1		1	.1		1										
WH		DM	UT	27	2		2	.1		2										
WH		DM	UT	37	2		2	.1			2									
WH		DM	UT	40	5		5	.2		5										
WH		Totals			2,007	2.3	1,962	11.7		170	188	280	386	493	223	187	35			
NF	T	HA	2S	40	39		39	1.3							39					
NF	T	HA	3S	40	12		12	.4					12							
NF	T	HB	2S	40	945	1.4	932	30.1						66	126	461	260	18		
NF	T	HB	3S	40	45		45	1.5					45							
NF	T	DM	SM	40	472		471	15.2								216	184	71		
NF	T	DM	2S	14	1		1	.0						1						
NF	T	DM	2S	16	1		1	.0						1						
NF	T	DM	2S	19	4	7.1	4	.1							4					
NF	T	DM	2S	22	5		5	.2								5				
NF	T	DM	2S	27	1		1	.0						1						

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
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Spp	ST	So Grt de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
NF	T	DM 2S	28	5	20.0	4	.1							4					
NF	T	DM 2S	32	51		51	1.7						20	27	4				
NF	T	DM 2S	34	5		5	.2						5						
NF	T	DM 2S	36	8	5.8	8	.2						2	5					
NF	T	DM 2S	38	14		14	.5						14						
NF	T	DM 2S	40	1,114	5.8	1,050	33.9						197	257	333	198	65		
NF	T	DM 3S	14	1		1	.0					1							
NF	T	DM 3S	15	2		2	.1					2							
NF	T	DM 3S	19	2		2	.1				2								
NF	T	DM 3S	20	1		1	.0					1							
NF	T	DM 3S	21	1		1	.0				1								
NF	T	DM 3S	22	3		3	.1				3								
NF	T	DM 3S	23	1		1	.0				1								
NF	T	DM 3S	24	2	5.0	2	.1				2								
NF	T	DM 3S	25	7		7	.2				2	5							
NF	T	DM 3S	26	4		4	.1				4								
NF	T	DM 3S	27	5		5	.2				4	2							
NF	T	DM 3S	28	13		13	.4			4	6	4							
NF	T	DM 3S	29	2		2	.1			1	1								
NF	T	DM 3S	30	7		7	.2			3	3	2							
NF	T	DM 3S	31	2		2	.1			2									
NF	T	DM 3S	32	23		23	.8			8	6	10							
NF	T	DM 3S	33	10		10	.3			2	3	5							
NF	T	DM 3S	34	11		11	.4			3	5	3							
NF	T	DM 3S	35	8		8	.3			4	1	2							
NF	T	DM 3S	36	26		26	.8				19	6							
NF	T	DM 3S	37	5		5	.2			5									
NF	T	DM 3S	38	12	7.7	11	.4			3	5	3							
NF	T	DM 3S	39	3		3	.1			2	1								
NF	T	DM 3S	40	177		176	5.7			20	30	126							
NF	T	DM 4S	10	0		0	.0				0								
NF	T	DM 4S	11	0		0	.0				0								
NF	T	DM 4S	12	3		3	.1		0	0	2	1							
NF	T	DM 4S	13	9		9	.3		0	4	4	1							
NF	T	DM 4S	14	3		3	.1			1	2								
NF	T	DM 4S	15	2		2	.0			1	0								
NF	T	DM 4S	16	5		5	.2		1	4	1								

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
NF	T	DM	4S	17	3		3	.1			1	2								
NF	T	DM	4S	18	5		5	.1			2	3								
NF	T	DM	4S	19	4		4	.1			2	2								
NF	T	DM	4S	20	5		5	.2			2	3								
NF	T	DM	4S	21	3		3	.1			1	2								
NF	T	DM	4S	22	5		5	.2			3	3								
NF	T	DM	4S	23	2		2	.1			2									
NF	T	DM	4S	24	4		4	.1			1	3								
NF	T	DM	4S	25	1		1	.0				1								
NF	T	DM	4S	26	1		1	.0			1									
NF	T	DM	4S	27	5		5	.2			5									
NF	T	DM	4S	28	1	20.0	1	.0			1									
NF	T	DM	4S	29	2		2	.1			2									
NF	T	DM	4S	30	2		2	.1				2								
NF	T	DM	4S	31	1		1	.0			1									
NF	T	DM	4S	33	4		4	.1		3	1									
NF	T	DM	4S	34	1		1	.0				1								
NF	T	DM	4S	37	5		5	.2		5										
NF	T	DM	4S	39	1		1	.0		1										
NF	T	DM	4S	40	4		4	.1			3	1								
NF	T	DM	UT	10	0		0	.0				0								
NF	T	DM	UT	11	1		1	.0		1										
NF	T	DM	UT	13	0		0	.0			0									
NF	T	DM	UT	14	2		2	.1			1	0								
NF	T	DM	UT	18	1		1	.0			1									
NF	T	DM	UT	24	6		6	.2								6				
NF	T	DM	UT	27	15		15	.5		15										
NF	T	DM	UT	31	1		1	.0			1									
NF	T	DM	UT	40	18		18	.6									18			
NF		Totals			3,178	2.6	3,094	18.5		27	96	130	230	308	463	1025	661	154		
NF		HA	2S	40	10		10	.4						10						
NF		HA	3S	40	8		8	.3					8							
NF		HB	2S	32	5		5	.2						5						
NF		HB	2S	40	649	1.6	639	24.0						182	186	131	84	56		
NF		HB	3S	40	169	1.9	166	6.2				48	118							

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
NF		DM	SM	40	132		132	5.0								26	74	31		
NF		DM	2S	12	1		1	.0						1						
NF		DM	2S	13	1		1	.0						1						
NF		DM	2S	32	13		13	.5						9		4				
NF		DM	2S	34	7		7	.3						3		4				
NF		DM	2S	36	3		3	.1							3					
NF		DM	2S	38	5		5	.2							5					
NF		DM	2S	40	816	6.8	760	28.5						219	142	210	126	63		
NF		DM	3S	12	1	33.3	1	.0		1										
NF		DM	3S	16	1		1	.1					1							
NF		DM	3S	17	1		1	.0					1							
NF		DM	3S	18	1		1	.0					1							
NF		DM	3S	19	1		1	.0				1								
NF		DM	3S	21	1		1	.0					1							
NF		DM	3S	23	1		1	.0					1							
NF		DM	3S	24	5	16.7	4	.2					4							
NF		DM	3S	25	1		1	.1					1							
NF		DM	3S	26	2		2	.1				2								
NF		DM	3S	27	1		1	.1					1							
NF		DM	3S	28	2		2	.1			2									
NF		DM	3S	29	2		2	.1					2							
NF		DM	3S	30	3		3	.1				1	2							
NF		DM	3S	31	3		3	.1			1		2							
NF		DM	3S	32	78	2.0	76	2.9			18	31	27							
NF		DM	3S	33	5		5	.2			2	1	2							
NF		DM	3S	34	6		6	.2			3		2							
NF		DM	3S	35	5		5	.2			3		2							
NF		DM	3S	36	23		23	.8			3	16	4							
NF		DM	3S	37	7		7	.3			5		2							
NF		DM	3S	38	13	4.6	12	.5			11		1							
NF		DM	3S	39	3		3	.1				3								
NF		DM	3S	40	472	2.2	462	17.4			79	116	267							
NF		DM	4S	12	4		4	.2		3	1		1							
NF		DM	4S	13	7		7	.3		1	4	2								
NF		DM	4S	14	4		4	.1		1	1	0	2							
NF		DM	4S	15	3		3	.1		2	1									

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

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Date 2/19/2015
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
NF		DM	4S	16	4		4	.1		3	1									
NF		DM	4S	17	8		8	.3		3	3	1	1							
NF		DM	4S	18	9		9	.3		5	4	1								
NF		DM	4S	19	15		15	.6		11	2	1	1							
NF		DM	4S	20	6		6	.2		4	3									
NF		DM	4S	21	5		5	.2		3	1	1								
NF		DM	4S	22	3		3	.1		2	1									
NF		DM	4S	23	7		7	.3		2	5									
NF		DM	4S	24	7		7	.3		4	3									
NF		DM	4S	25	6	3.6	6	.2		3	3									
NF		DM	4S	26	6		6	.2		5	1									
NF		DM	4S	27	6		6	.2		1	5									
NF		DM	4S	28	9		9	.3		6	2									
NF		DM	4S	29	21	2.4	20	.8		14	6									
NF		DM	4S	30	11		11	.4		7	5									
NF		DM	4S	31	10		10	.4		9	1									
NF		DM	4S	32	7		7	.3		7										
NF		DM	4S	33	15		15	.6		15										
NF		DM	4S	34	3		3	.1		3										
NF		DM	4S	35	6		6	.2		6										
NF		DM	4S	36	8		8	.3		8										
NF		DM	4S	37	5		5	.2		5										
NF		DM	4S	38	17	3.0	16	.6		16										
NF		DM	4S	39	3		3	.1		2	1									
NF		DM	4S	40	63	13.4	55	2.0		46	3	3	2							
NF		DM	UT	9	0		0	.0		0										
NF		DM	UT	12	4		4	.1		1						3				
NF		DM	UT	13	0		0	.0			0									
NF		DM	UT	14	0		0	.0		0										
NF		DM	UT	16	10		10	.4		2					4	5				
NF		DM	UT	29	5		5	.2							5					
NF		Totals			2,758	3.4	2,664	15.9		201	185	228	458	429	345	383	285	150		
DF	T	HA	3S	40	18		18	.5					18							
DF	T	HB	2S	28	6	3.1	6	.2								6				
DF	T	HB	2S	40	1,041	2.0	1,020	27.7						222	407	347	44			
DF	T	HB	3S	32	5		5	.1				5								

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

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Date 2/19/2015
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF	T	HB	3S	40	175	1.2	173	4.7				47	126							
DF	T	DM	SM	40	11	5.0	11	.3								11				
DF	T	DM	2S	22	5		5	.1						5						
DF	T	DM	2S	23	3	18.2	2	.1						2						
DF	T	DM	2S	24	9	7.1	8	.2							4	4				
DF	T	DM	2S	26	4		4	.1							4					
DF	T	DM	2S	28	5	21.4	4	.1						4						
DF	T	DM	2S	29	7	21.4	5	.1						5						
DF	T	DM	2S	32	33	2.2	33	.9						25	8					
DF	T	DM	2S	36	16	6.2	15	.4							15					
DF	T	DM	2S	40	1,233	3.5	1,190	32.4						381	275	489	45			
DF	T	DM	3S	17	2		2	.0					2							
DF	T	DM	3S	24	2		2	.1				2								
DF	T	DM	3S	25	1		1	.0				1								
DF	T	DM	3S	27	4		4	.1				4								
DF	T	DM	3S	28	2		2	.1			2									
DF	T	DM	3S	29	2		2	.1				2								
DF	T	DM	3S	32	191		190	5.2			6	60	124							
DF	T	DM	3S	34	3		3	.1				3								
DF	T	DM	3S	36	51		51	1.4			8		43							
DF	T	DM	3S	37	3		3	.1			3									
DF	T	DM	3S	38	18		18	.5			9	8								
DF	T	DM	3S	39	7		7	.2			7									
DF	T	DM	3S	40	600	2.2	587	16.0			110	174	302							
DF	T	DM	4S	8	0		0	.0				0								
DF	T	DM	4S	11	5		5	.1		5	0									
DF	T	DM	4S	12	4		4	.1			3	2								
DF	T	DM	4S	13	7		7	.2		1	3	2								
DF	T	DM	4S	14	5		5	.1		2	3									
DF	T	DM	4S	15	9		9	.3		5	4									
DF	T	DM	4S	16	17		17	.5		11	5	1								
DF	T	DM	4S	17	9		9	.3			9	1								
DF	T	DM	4S	18	12		12	.3		3	9									
DF	T	DM	4S	19	15		15	.4		4	7	5								
DF	T	DM	4S	20	12		12	.3			2	10								
DF	T	DM	4S	21	5		5	.1			2	3								

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 10
Date 2/19/2015
Time 12:57:36PM

Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF	T	DM	4S	22	11		11	.3		3	6	1								
DF	T	DM	4S	23	9		9	.2		1	7	1								
DF	T	DM	4S	24	6		6	.2			4	2								
DF	T	DM	4S	25	6		6	.2		5	1									
DF	T	DM	4S	26	5		5	.1		4	2									
DF	T	DM	4S	27	1		1	.0			1									
DF	T	DM	4S	28	5		5	.1			5									
DF	T	DM	4S	29	3		3	.1		3										
DF	T	DM	4S	30	6		6	.2		4	2									
DF	T	DM	4S	31	12		12	.3		11	1									
DF	T	DM	4S	32	13	10.4	12	.3			7	5								
DF	T	DM	4S	33	12		12	.3		12										
DF	T	DM	4S	34	9	2.0	9	.2		5	4									
DF	T	DM	4S	35	7		7	.2		6	1									
DF	T	DM	4S	36	11		11	.3		10	1									
DF	T	DM	4S	37	9		9	.2		9										
DF	T	DM	4S	38	16		16	.4		16										
DF	T	DM	4S	40	55		55	1.5		42	13									
DF	T	DM	UT	9	2		2	.1		1	1									
DF	T	DM	UT	10	3		3	.1		2	1									
DF	T	DM	UT	12	1		1	.0			1									
DF	T	DM	UT	14	1		1	.0		1										
DF	T	DM	UT	17	1		1	.0				1								
DF	T	DM	UT	18	1		1	.0				1								
DF		Totals			3,769	2.4	3,679	22.0		167	252	344	615	645	713	856	89			
DF		HA	2S	40	19		19	.7						7	12					
DF		HB	2S	40	675		671	24.5						184	246	199	43			
DF		HB	3S	34	5		5	.2				5								
DF		HB	3S	36	5		5	.2				5								
DF		HB	3S	38	10		10	.4				5	5							
DF		HB	3S	39	3		3	.1				3								
DF		HB	3S	40	127		126	4.6				47	80							
DF		DM	2S	16	4	10.0	3	.1						3						
DF		DM	2S	24	6		6	.2								6				
DF		DM	2S	32	16		16	.6						8	8					

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

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Date 2/19/2015
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF		DM	2S	36	5		5	.2							5					
DF		DM	2S	40	1,052	2.4	1,026	37.5						307	242	414	63			
DF		DM	3S	15	1		1	.0					1							
DF		DM	3S	20	1		1	.0				1								
DF		DM	3S	24	1		1	.0				1								
DF		DM	3S	25	2		2	.1				2								
DF		DM	3S	26	3		3	.1				3								
DF		DM	3S	28	3		3	.1			3									
DF		DM	3S	29	6		6	.2			1	1	4							
DF		DM	3S	30	10		10	.4			2	1	7							
DF		DM	3S	32	80	2.8	78	2.9			13	35	31							
DF		DM	3S	33	5		5	.2			4	2								
DF		DM	3S	34	5		5	.2			2		3							
DF		DM	3S	35	7		7	.3			4	4								
DF		DM	3S	36	27	5.5	25	.9			3	6	16							
DF		DM	3S	37	3		3	.1			3									
DF		DM	3S	38	7		7	.3			3		4							
DF		DM	3S	39	7		7	.2			7									
DF		DM	3S	40	488	1.1	483	17.7		2	48	137	296							
DF		DM	4S	9	0		0	.0		0										
DF		DM	4S	11	0		0	.0		0										
DF		DM	4S	12	4	5.5	4	.2		0	3	1								
DF		DM	4S	13	11		11	.4		2	7	1								
DF		DM	4S	14	6	4.7	5	.2		1	2	1	1							
DF		DM	4S	15	10		10	.4		4	4	2								
DF		DM	4S	16	11	3.9	10	.4		4	3	3								
DF		DM	4S	17	4		4	.2		1	3	1								
DF		DM	4S	18	10		10	.4		4	6	1								
DF		DM	4S	19	3		3	.1		1	2									
DF		DM	4S	20	8		8	.3		1	6	1								
DF		DM	4S	21	9		9	.3		3	5	1								
DF		DM	4S	22	8		8	.3		2	3	4								
DF		DM	4S	23	6		6	.2		2	4									
DF		DM	4S	24	5		5	.2			5									
DF		DM	4S	25	10		10	.3		4	6									
DF		DM	4S	26	10		10	.4		6	4									
DF		DM	4S	27	3		3	.1		1	2									

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
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T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 12
Date 2/19/2015
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
DF		DM	4S	28	7		7	.3		4	4									
DF		DM	4S	29	6		6	.2		5	1									
DF		DM	4S	30	8		8	.3		5	3									
DF		DM	4S	31	5		5	.2		2	3									
DF		DM	4S	32	12		12	.4		4	8									
DF		DM	4S	33	6		6	.2		6										
DF		DM	4S	35	4		4	.1		1	3									
DF		DM	4S	36	7		7	.3		7										
DF		DM	4S	39	1		1	.0		1										
DF		DM	4S	40	10		10	.4		10										
DF		DM	UT	9	1		1	.0		1										
DF		DM	UT	11	0		0	.0			0									
DF		DM	UT	13	1		1	.0		1										
DF		DM	UT	15	1		1	.0		1										
DF		DM	UT	16	3		3	.1		2		1								
DF		Totals			2,781	1.7	2,735	16.3		90	177	274	447	509	512	619	106			
RA	T	DM	UT	13	5		5	4.1		5										
RA	T	DM	UT	17	1		1	1.1		1										
RA	T	DM	UT	18	3		3	2.1		3										
RA	T	DM	UT	20	2		2	1.6			2									
RA	T	DM	UT	31	1		1	1.0		1										
RA	T	DM	UT	40	6		6	4.3		6										
RA	T	DM	2S	32	7	12.5	6	4.6						6						
RA	T	DM	3S	16	5		5	3.9					5							
RA	T	DM	3S	40	14	3.1	13	10.2					13							
RA	T	DM	4S	24	3		3	2.5				3								
RA	T	DM	4S	32	6		6	4.9				6								
RA	T	DM	4S	34	9		9	7.1					9							
RA	T	DM	4S	36	6	25.0	4	3.3				4								
RA	T	DM	4S	40	27	7.4	25	19.1				11	14							
RA	T	DM	4S	16	1		1	.7		1										
RA	T	DM	4S	20	1		1	.7		1										
RA	T	DM	4S	21	3		3	2.5		3										
RA	T	DM	4S	25	1		1	1.1		1										

TC PLOGSTVB

Log Stock Table - MBF

T09N R02E S17 Ty00U1
THRU
T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 13
Date 2/19/2015
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+
RA	T	DM	4S	29	4		4	3.2		4										
RA	T	DM	4S	30	5		5	4.0		5										
RA	T	DM	4S	32	7		7	5.4			7									
RA	T	DM	4S	38	6		6	4.3		6										
RA	T	DM	4S	40	11		11	8.2		6	5									
RA		Totals			138	4.1	132	.8		44	15	26	42	6						
RA		DM	4S	40	10		10	100.0		5	5									
RA		Totals			10		10	.1		5	5									
CW		DM	UT	12	1		1	2.2			1									
CW		DM	1S	40	22	3.3	21	75.5					10		11					
CW		DM	2S	38	3		3	12.0				3								
CW		DM	4S	40	3		3	10.3		3										
CW		Totals			29	2.5	28	.2		3	1	3	10		11					
Total		All Species			17,200	2.6	16,761	100.0		963	1093	1643	2591	3013	2638	3277	1235	308		

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

FPA/N No: 2930543
Effective Date: 07/24/2015
Expiration Date: 07/24/2018
Shut Down Zone: 660
EARR Tax Credit: ⋈ Eligible [ ] Non-eligible
Reference: Ridge Walker Sorts
9-2E; 9-3E

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 approved FPA/N

FPA/N Classification

[ ] Class II ⋈ Class III [ ] Class IVG [ ] Class IVS

Number of Years Granted on Multi-Year Request

[ ] 3 yrs [ ] 4 yrs [ ] 5 yrs

Conditions on Approval / Reasons for Disapproval

No additional conditions.

Issued By: Jon Byerly **Region:** Pacific Cascade

Title: Forest Practices Forester **Date:** 07/24/2015

Copies to: [ ] **Landowner, Timber Owner and Operator.**

Issued in person: ⋈ **Landowner** ⋈ **Timber Owner** ⋈ **Operator** **By:** [signature]

Appeal Information

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:
Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501
Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903
Information regarding the Pollution Control Hearings Board can be found at: http://www.eho.wa.gov/
At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

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

And

Department Of Natural Resources
Pacific Cascade Region
601 Bond Road
PO Box 280
Castle Rock, WA 98611

Other Applicable Laws

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

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

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

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

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

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website: **http://www.dnr.wa.gov/businesspermits/forestpractices**. Notify DNR of new Operators within 48 hours.

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

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

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

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

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

DNR affidavit of mailing:

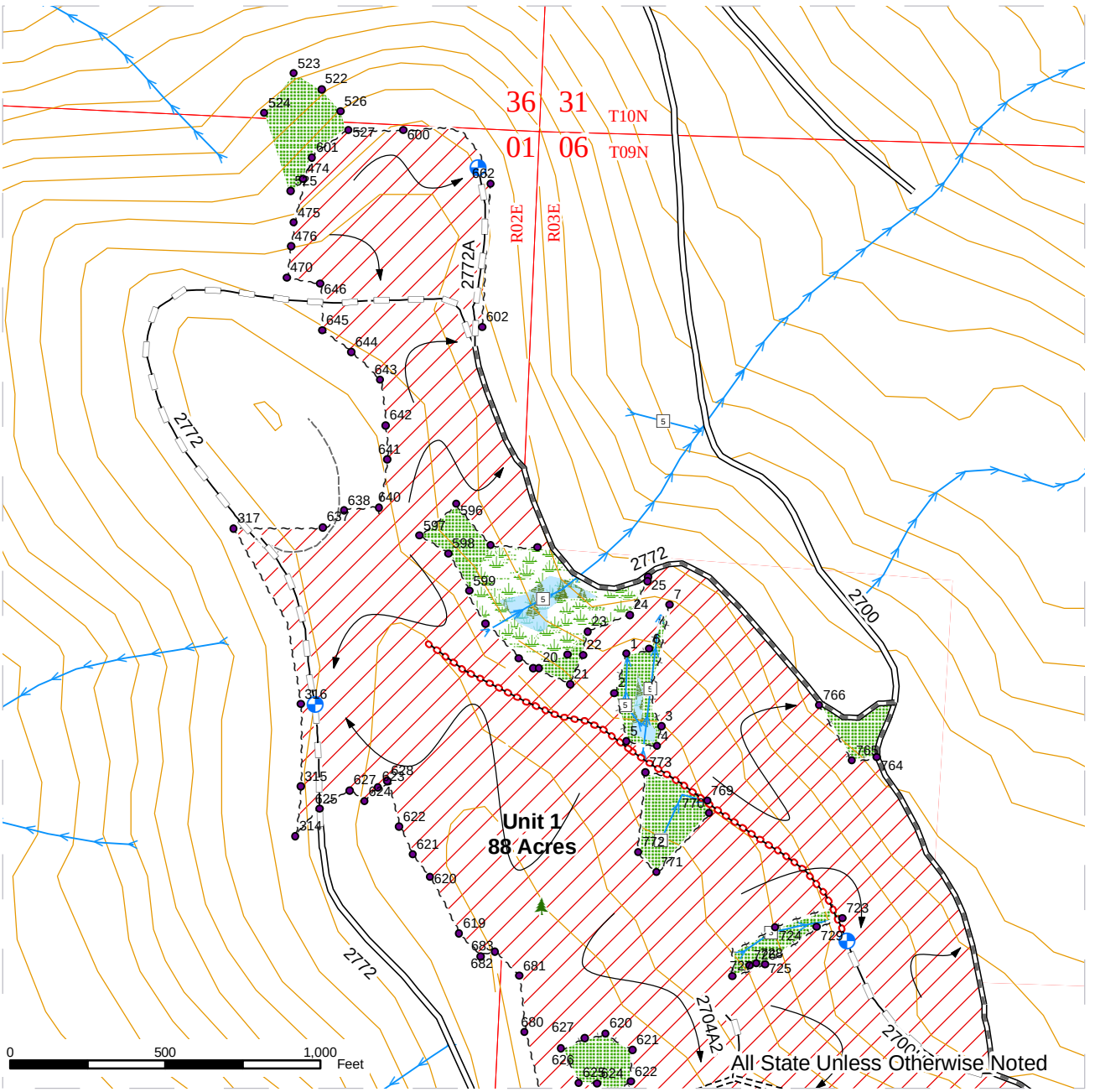
On this day_____, I placed in the United States mail at _____Castle Rock_____, WA,
(date mm/dd/yyyy) (post office location)
postage paid, a true and accurate copy of this document. Notice of Decision FPA #_____

_____ _____
(Printed name) (Signature)

LOGGING PLAN MAP

SALE NAME: RIDGE WALKER SORTS
AGREEMENT#: 30-092312
TOWNSHIP(S): T09R02E, T09R03E
TRUST(S): Common School and Indemnity(3), Agricultural School(4), Normal School(8)

REGION: Pacific Cascade Region
COUNTY(S): COWLITZ
ELEVATION RGE: 2148-2561



Ground-based	Sale Boundary Tags	Required Abandonment
Variable Retention Harvest	Special Mgt Area Tags	Old Grades / Trails
Thinning	Leave Tree Tags	Streams
Riparian Restoration	Existing Road	Stream Break
Leave Tree Area	Required Pre-Haul Maintenance	Stream Type
Riparian Mgt Zone	Required Construction	Waste Area
Wetland Mgt Zone	Required Reconstruction	Leave Trees
Forested Wetland	Optional Reconstruction	Potential Landing
Meadow		GPS Points

N

Prepared By: sogd490 Creation Date: 10/28/2014 Modification Date: 9/9/2015

LOGGING PLAN MAP

SALE NAME: RIDGE WALKER SORTS
AGREEMENT#: 30-092312
TOWNSHIP(S): T09R02E, T09R03E
TRUST(S): Common School and Indemnity(3), Agricultural School(4), Normal School(8)

REGION: Pacific Cascade Region
COUNTY(S): COWLITZ
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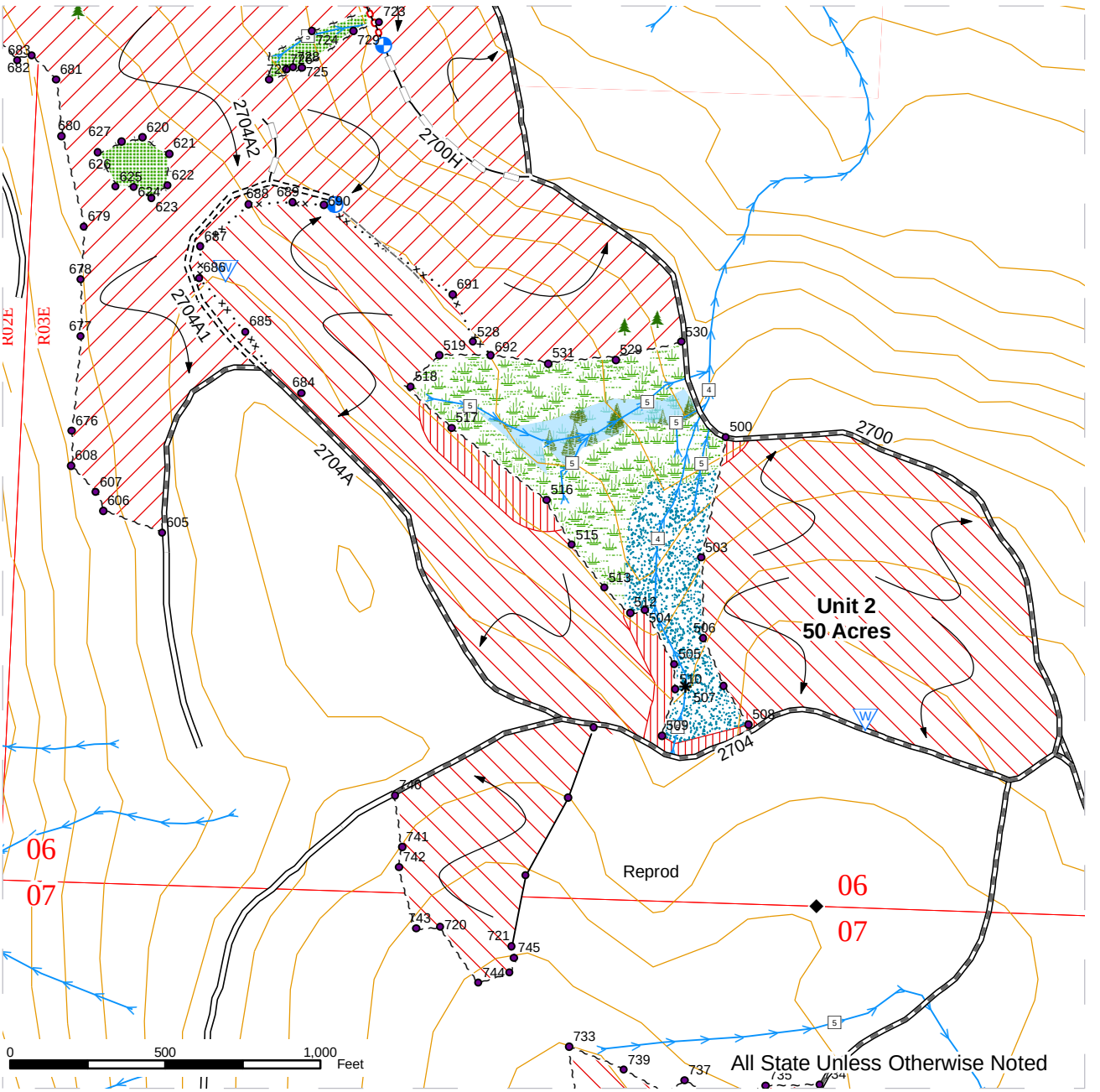


Ground-based	Sale Boundary Tags	Required Abandonment
Variable Retention Harvest	Special Mgt Area Tags	Old Grades / Trails
Thinning	Leave Tree Tags	Streams
Riparian Restoration	Existing Road	Stream Break
Leave Tree Area	Required Pre-Haul Maintenance	Stream Type
Riparian Mgt Zone	Required Construction	Waste Area
Wetland Mgt Zone	Required Reconstruction	Leave Trees
Forested Wetland	Optional Reconstruction	Potential Landing
Meadow		GPS Points

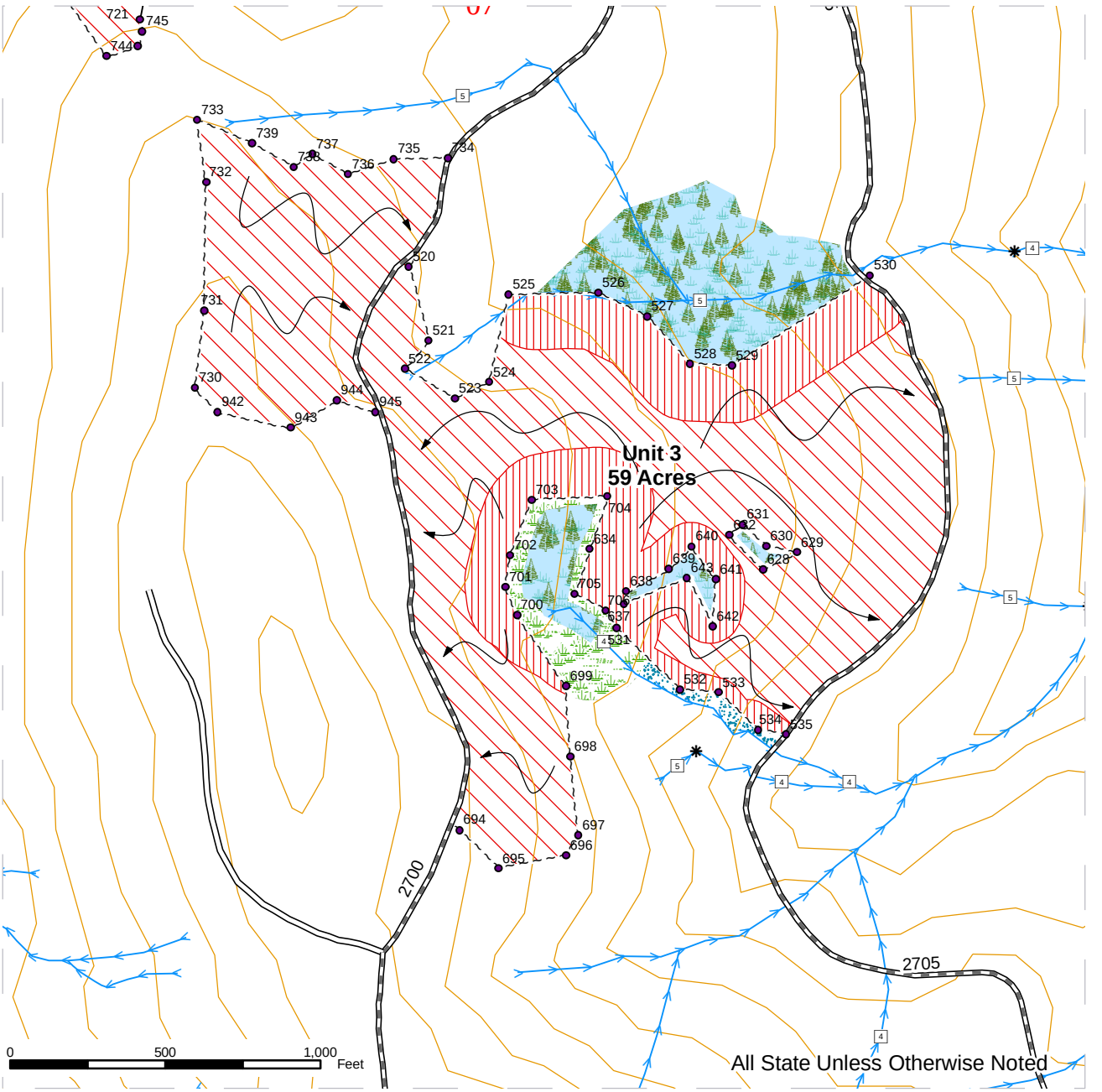
N

Prepared By: sogd490 Creation Date: 10/28/2014 Modification Date: 9/9/2015

LOGGING PLAN MAP

SALE NAME: RIDGE WALKER SORTS
AGREEMENT#: 30-092312
TOWNSHIP(S): T09R02E, T09R03E
TRUST(S): Common School and Indemnity(3), Agricultural School(4), Normal School(8)

REGION: Pacific Cascade Region
COUNTY(S): COWLITZ
ELEVATION RGE: 2148-2561



Ground-based	Sale Boundary Tags	Required Abandonment
Variable Retention Harvest	Special Mgt Area Tags	Old Grades / Trails
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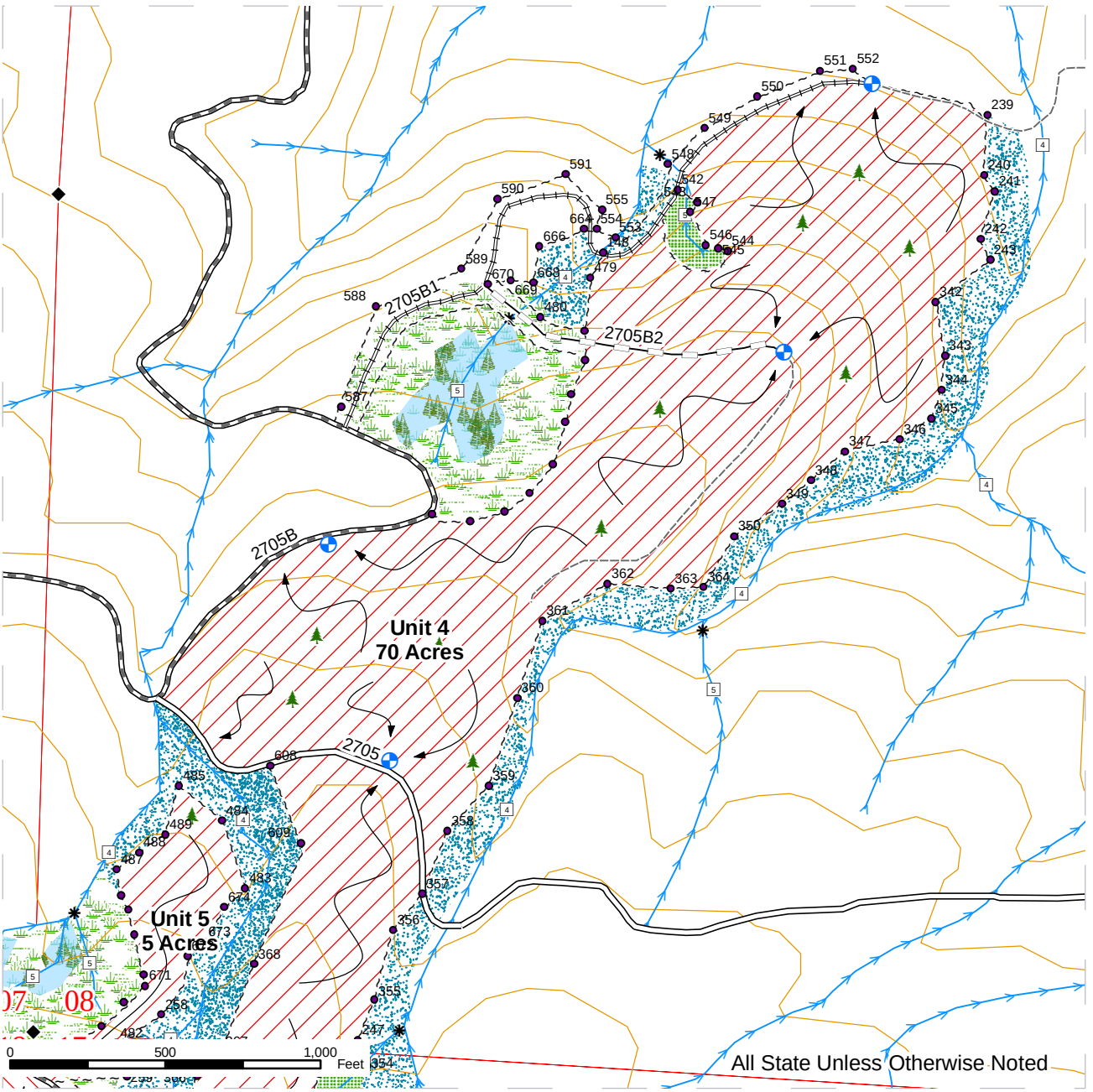

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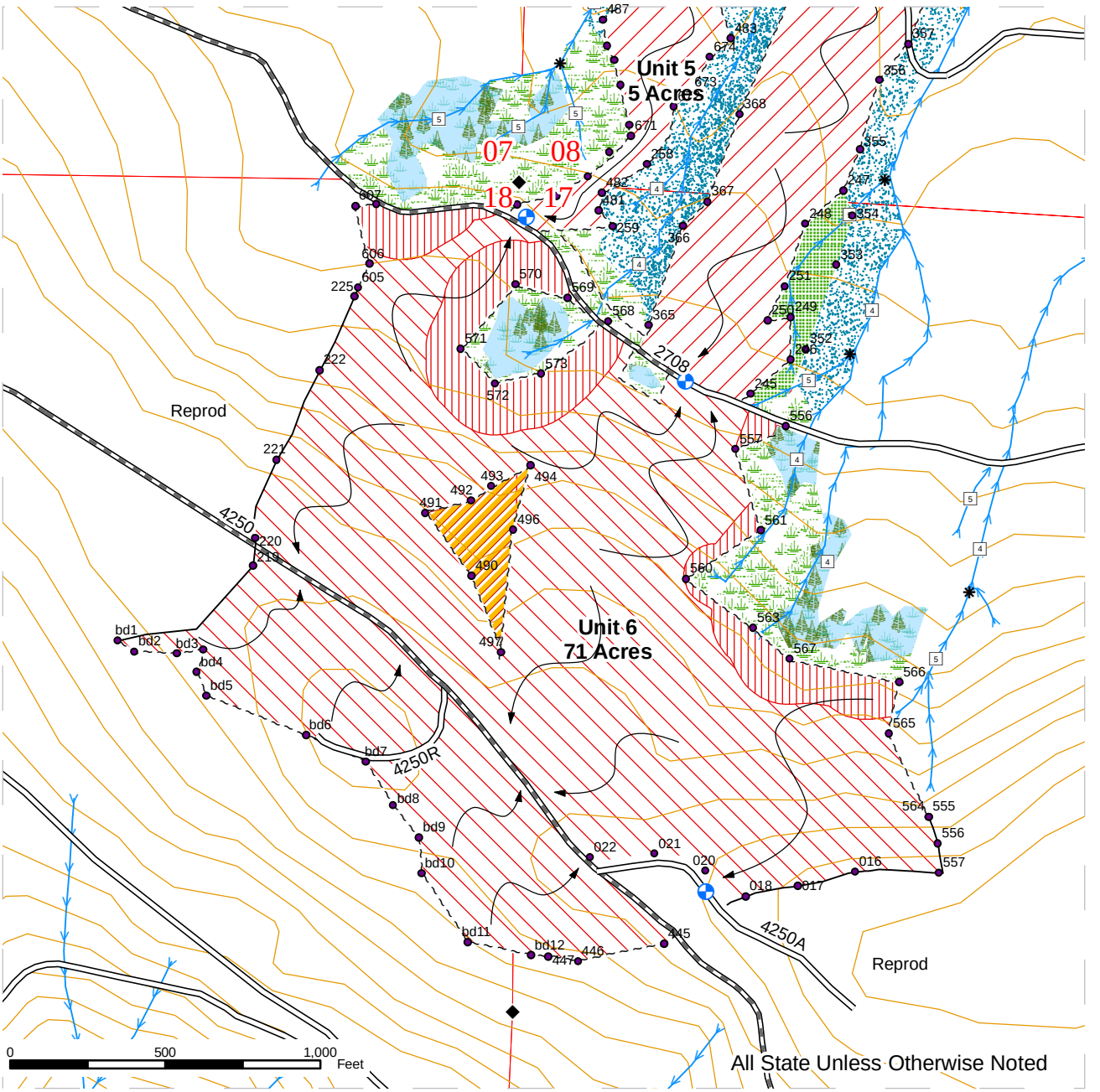

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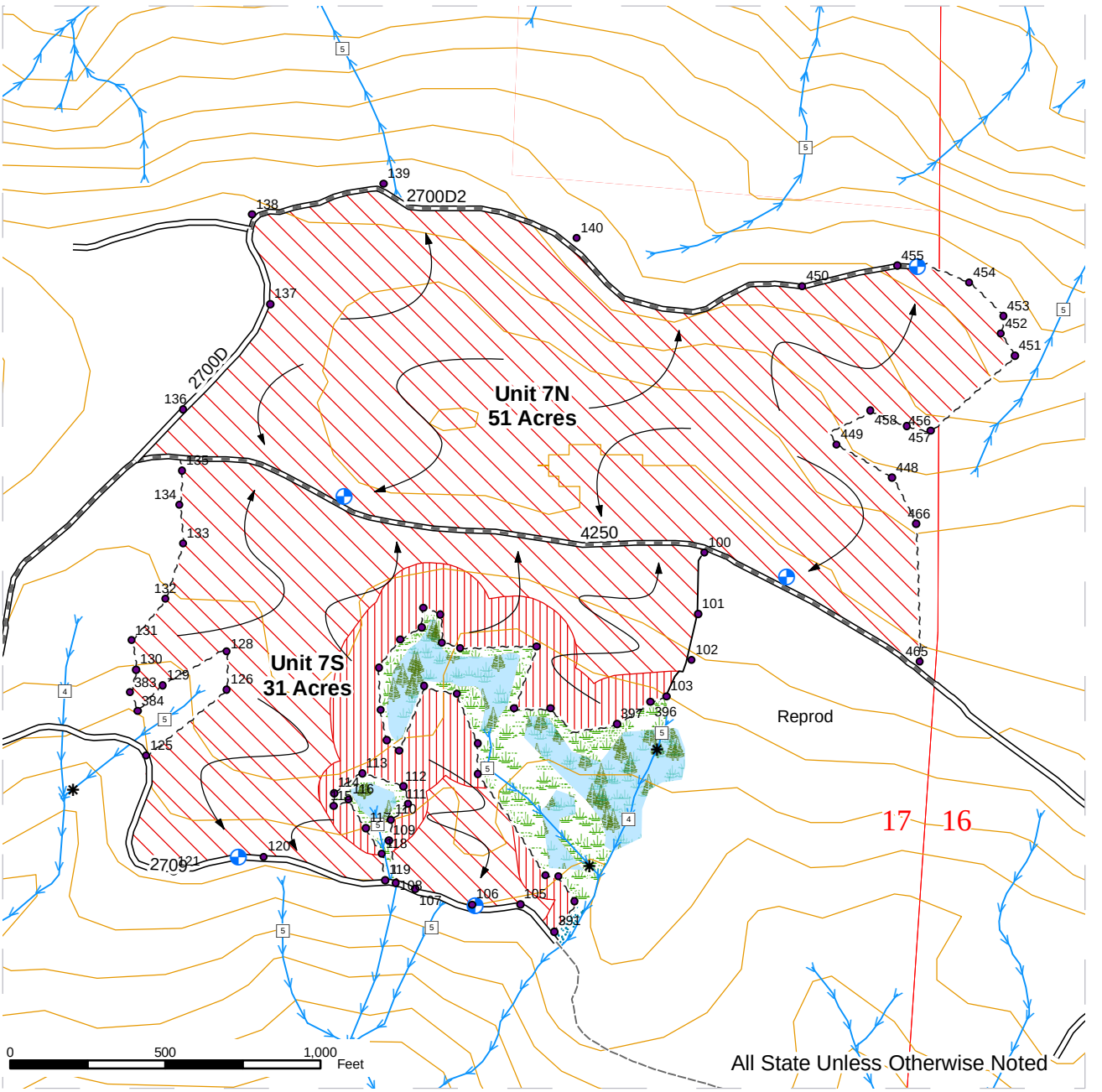

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