



**TIMBER NOTICE OF SALE**

**SALE NAME:** FROSTY FH FIT

**AGREEMENT NO:** 30-93553 - 30-93558

**AUCTION:** May 24, 2016 starting at 10:00 a.m.  
Northeast Region Office, Colville, WA

**COUNTY:** Okanogan

**SALE LOCATION:** Sale located approximately 20 miles southeast of Tonasket, Washington.

**PRODUCTS SOLD**

**AND SALE AREA:** All timber except leave trees as described in Schedule A in Units 1, 2, 3, 4, 5, 6, 7, 8, and 9 bounded by blue Special Management Unit Boundary tags meeting the specifications described below; on parts of Section 16 in Township 35 North, Range 31 East, Sections 23, 26, 27, 34, and 36 all in Township 36 North, Range 30 East, Section 30 in Township 36 North, Range 31 East W.M., containing 1034 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		
30-093553	01	DF/WL 7" - 10" dib	N/A	780	4680	6		\$67.00	\$313,560.00	\$31,356.00
30-093554	02	DF/WL 11"+ dib	N/A	578	2890	5		\$80.00	\$231,200.00	\$23,120.00
30-093555	03	DF/WL 5" - 6" dib and no-chuck DF/WL 7" - 10" dib	N/A	324	2074	6.4		\$46.00	\$95,404.00	\$9,540.40
30-093556	04	PP 7" - 10" dib	N/A	350	2100	6		\$49.00	\$102,900.00	\$10,290.00
30-093557	05	PP 11"+ dib	N/A	332	1660	5		\$60.00	\$99,600.00	\$9,960.00
30-093558	06	DF/WL/PP 2"+ dib utility and no-chuck DF/WL 11"+dib	N/A	76	684	9		\$22.00	\$15,048.00	\$1,504.80

**Totals:** **2440 14088** **\$857,712.00**

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

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

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

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

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

## TIMBER NOTICE OF SALE

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

### **TIMBER EXCISE TAX:**

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

Use the following rates for estimating taxable stumpage:

Harvest Cost = \$28.00 per Ton for sorts 01, 02, 03, 04 and 05 and \$13.00 per Ton for sort 06.

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

Base Rate = \$2.35 per ton

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

ARRF does not apply.

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

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

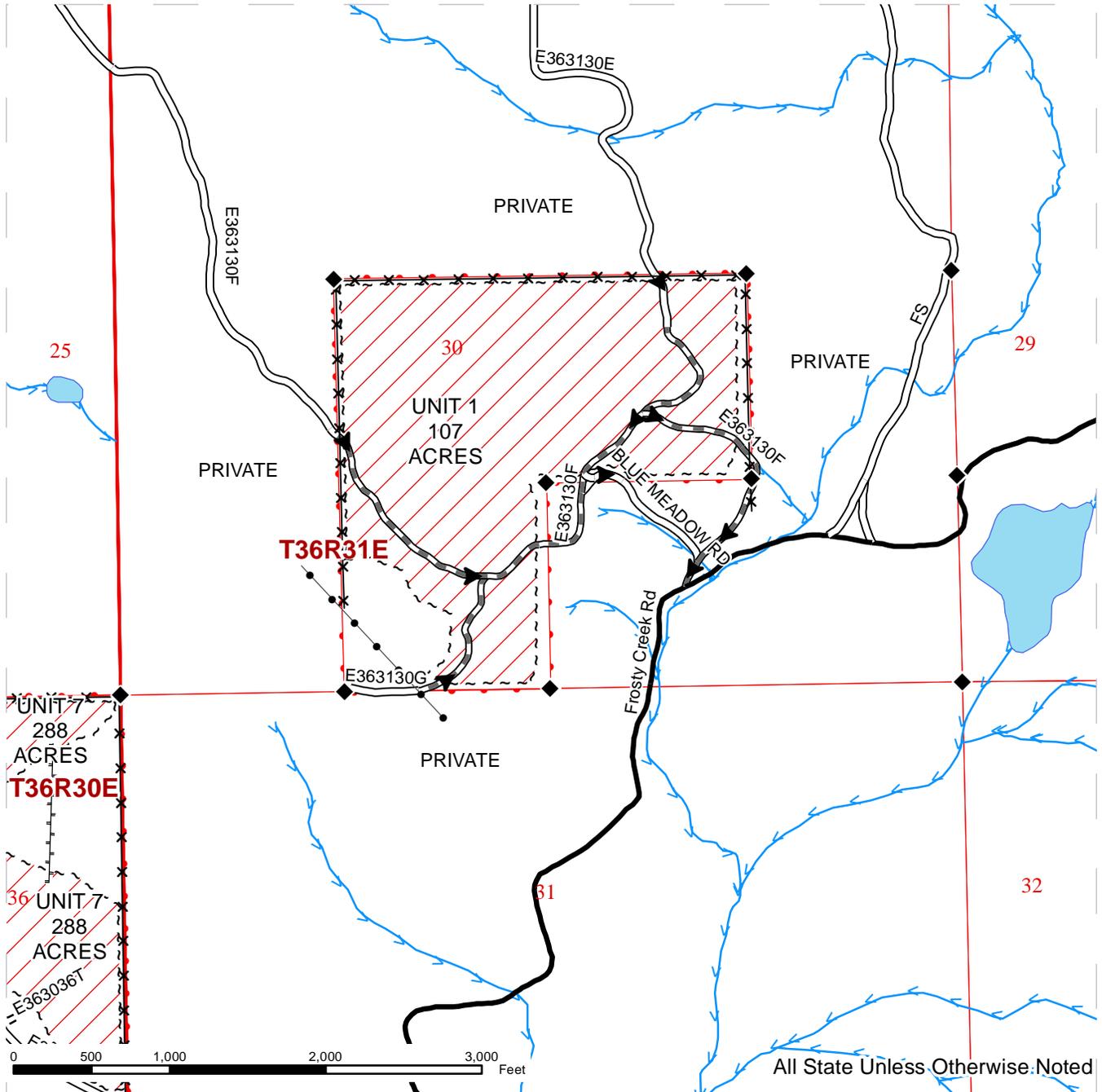
**SPECIAL REMARKS:** The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and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

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 Sam Steinshouer or Matt Lougy at the Northeast Region Office at (509)684-7484 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

# TIMBER SALE MAP

**SALE NAME:** FROSTY FH FIT  
**AGREEMENT#:** 30-092787  
**TOWNSHIP(S):** T36R30E, T36R31E, T35R31E  
**TRUST(S):** Common School and Indemnity(3)

**REGION:** Northeast Region  
**COUNTY(S):** OKANOGAN  
**ELEVATION RGE:** 2384-3965



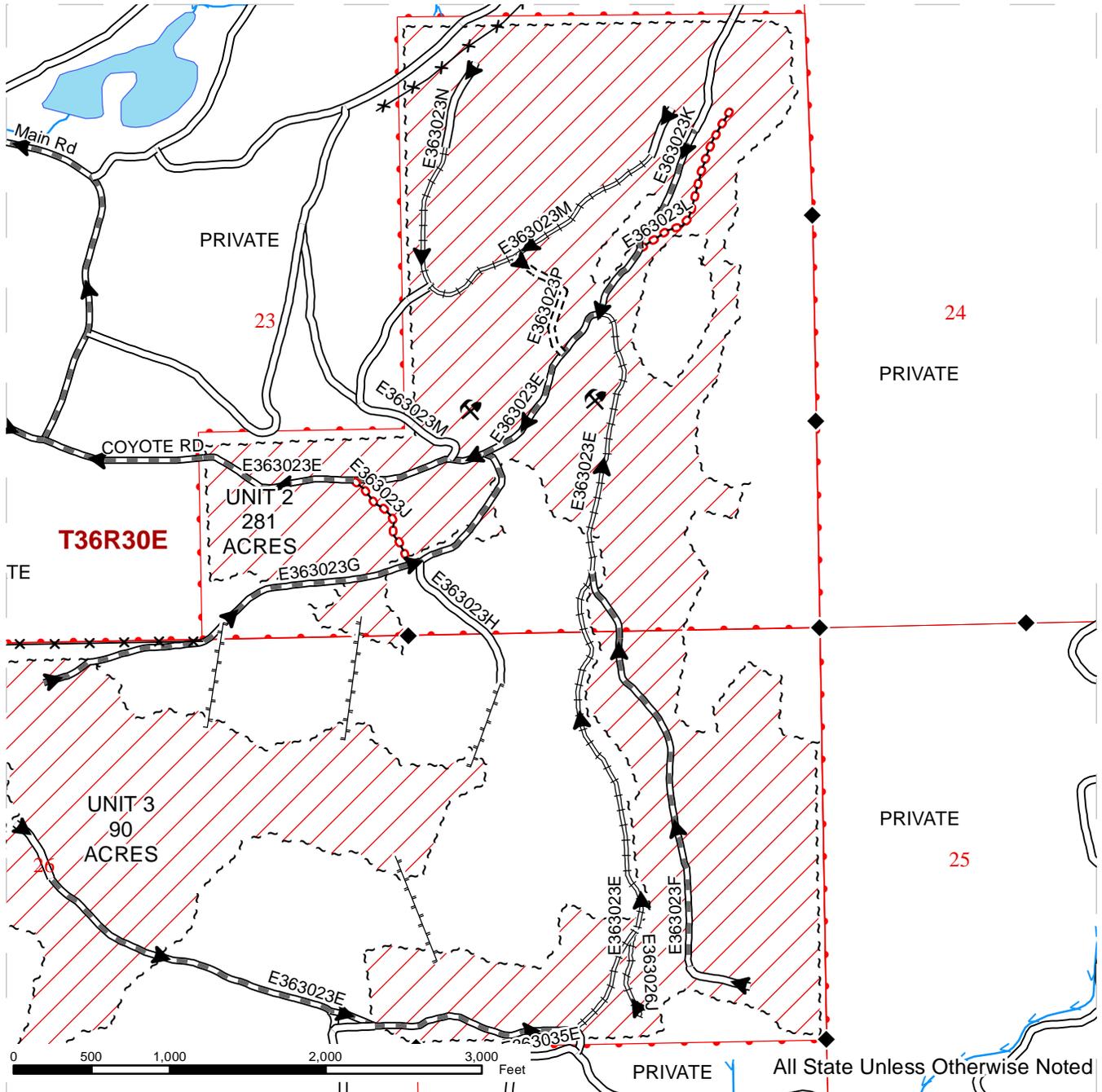
~ ~ ~ Sale Boundary Tags	== Existing Road	▶ Haul Route	— Streams
▨ Ground Skidding	=== Required Construction	● Gate	◆ Monument Corners
⊗ Extreme Hazard Abatement	≡≡ Required Reconstruction	⚡ Rock Source	
	≡≡ Required PreHaul Maintenance	✕ Fence	
	○ Required Abandonment	● Powerline	
	⊢ Designated Skid Trail		
	— County Road		



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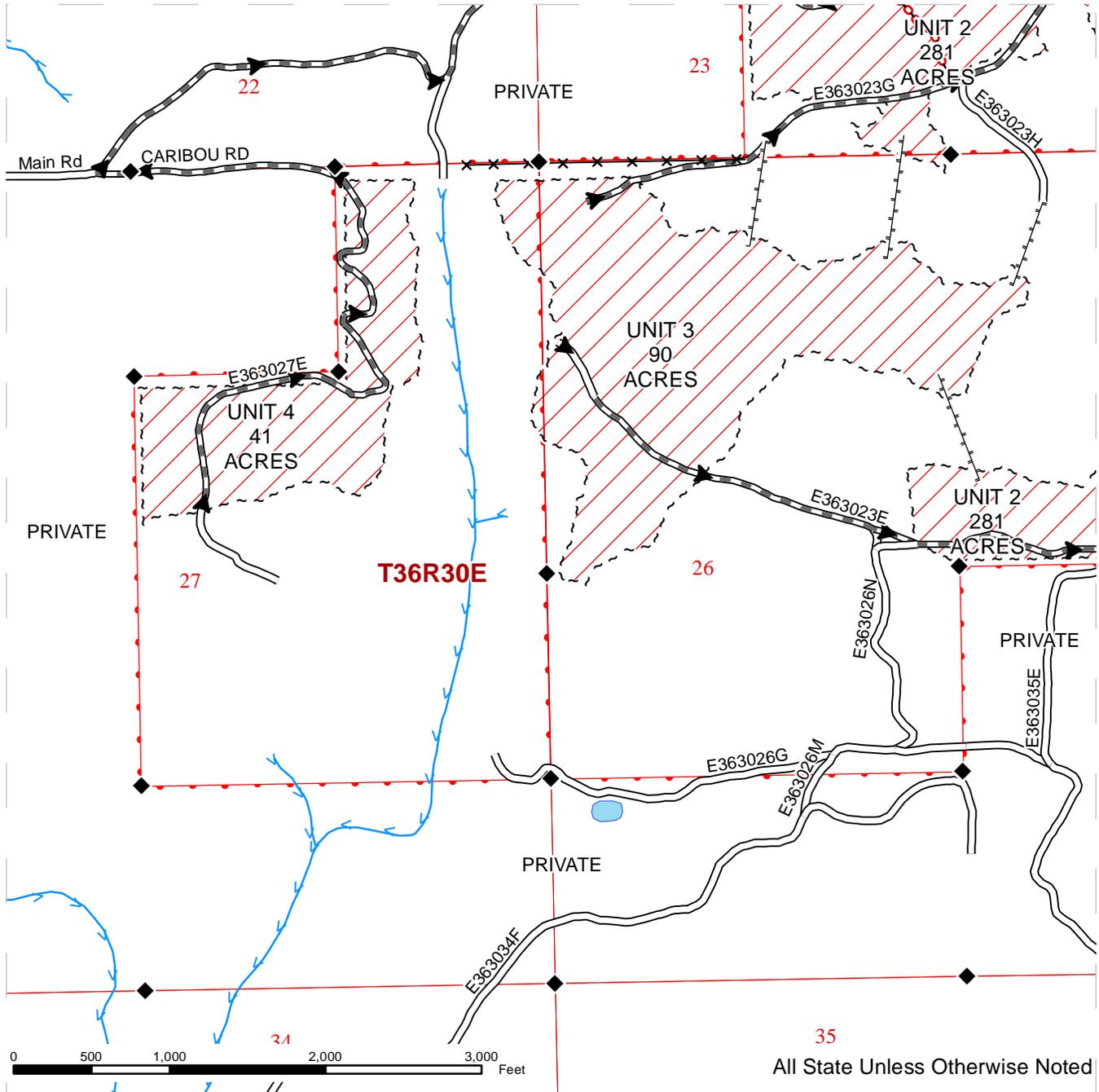


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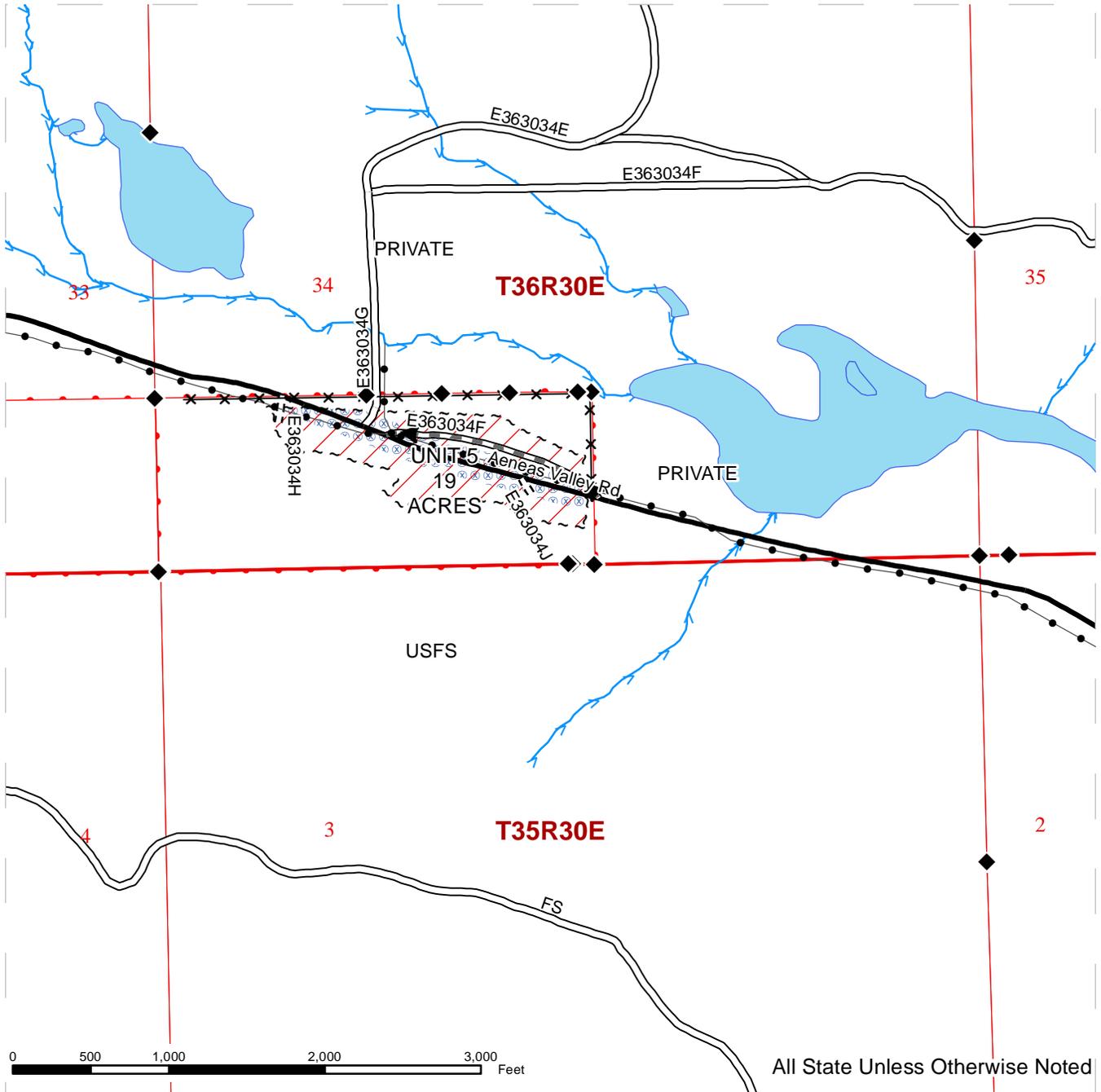
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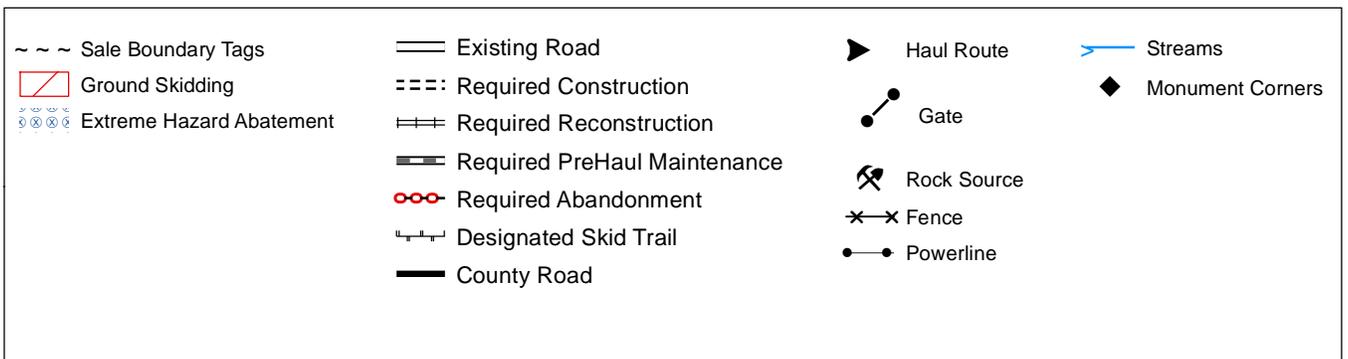
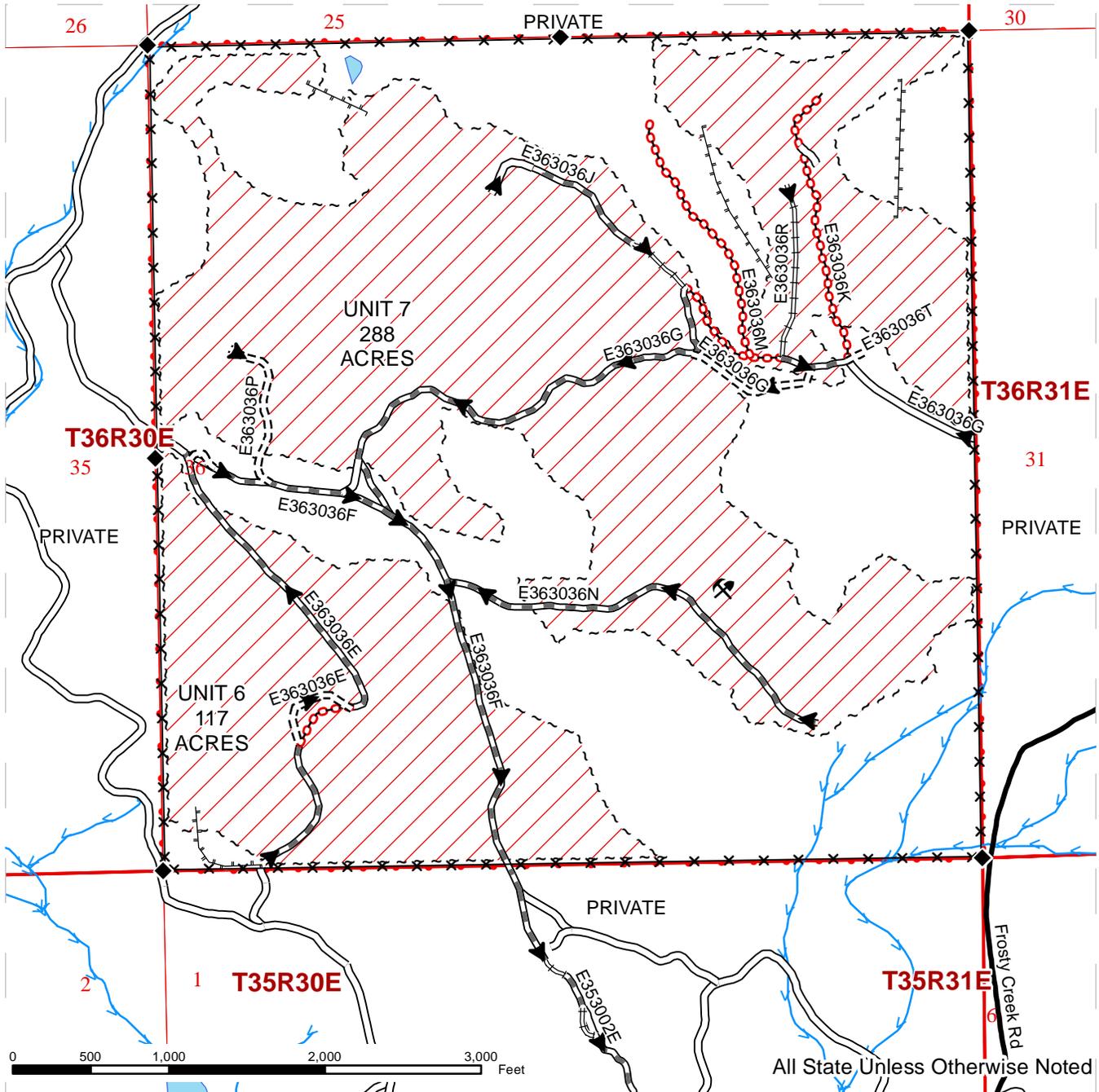
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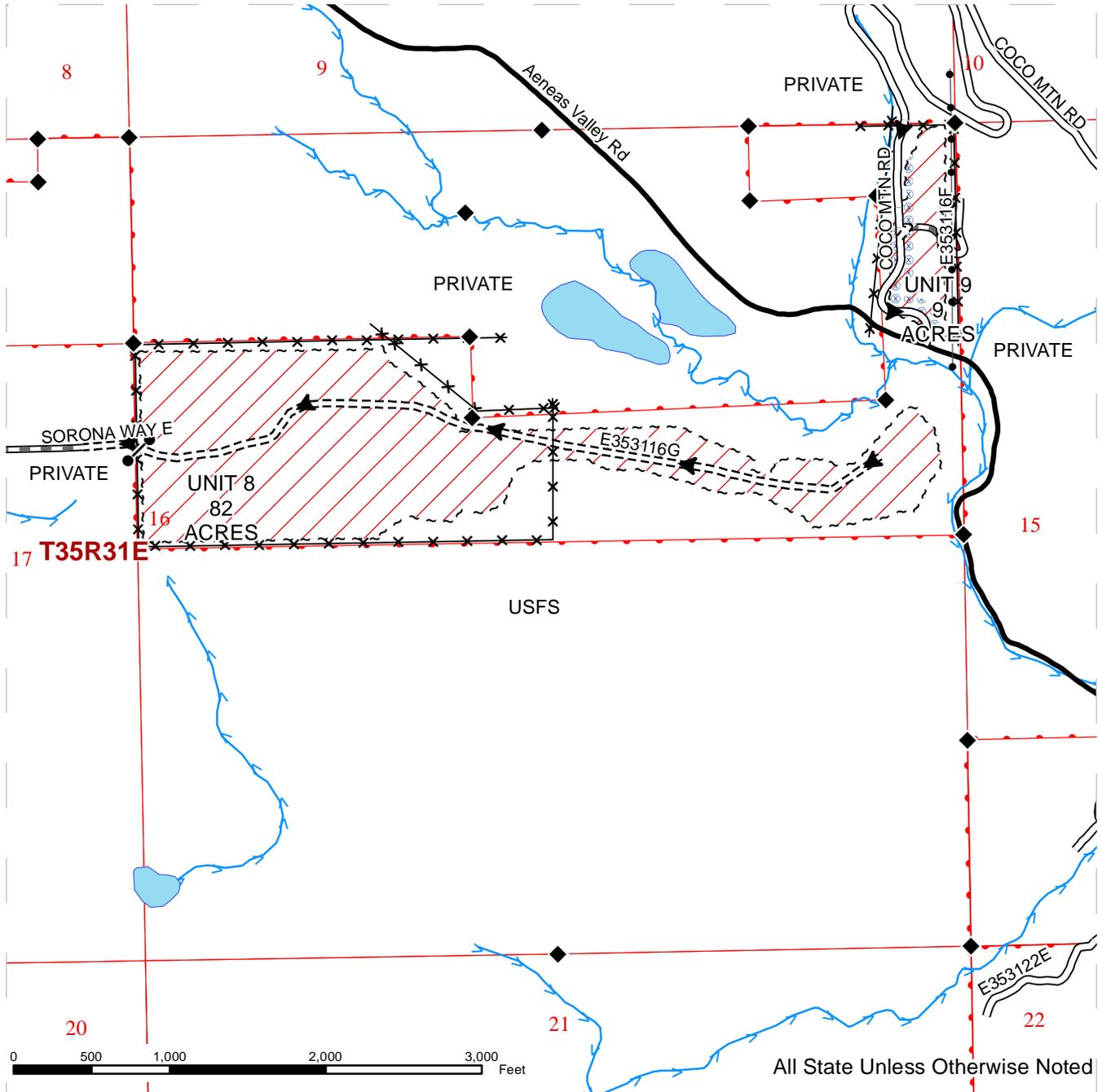
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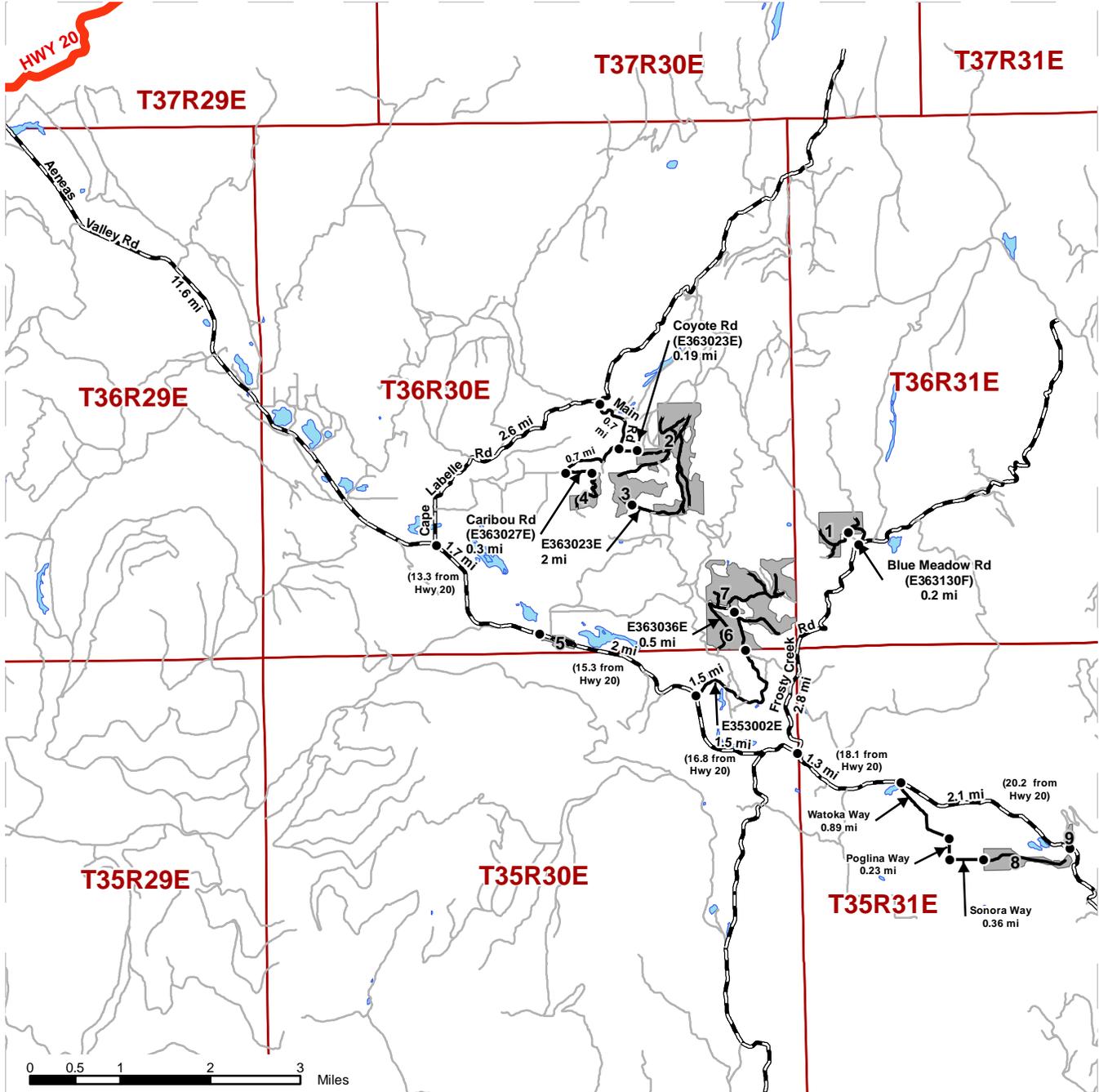


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Ground Skidding	Required Construction	● Gate	◆ Monument Corners
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	Required PreHaul Maintenance	✕ Fence	
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	Designated Skid Trail		
	County Road		

# DRIVING MAP

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

**DRIVING DIRECTIONS:**

All units are south of Hwy 20 on Aeneas Valley Road. All driving directions will start from the intersection of Hwy 20 and Aeneas Valley Road.

Unit 2: Travel 11.6 miles South from intersection of Hwy 20 on Aeneas Valley Rd, to Cape Labelle Rd. Travel North on Cape Labelle Rd for 2.6 mi. Turn South on Main Rd (E363022E). Travel 0.7 mi to Coyote Rd. Turn East on Coyote Rd traveling 0.19 mi to unit. At this point Coyote turns to E363023E Rd.

Unit 3: Continue Eastward on E363023E Rd, and then swing to the south, then westward, traveling 2.0 mi to the unit.

Unit 4: At the intersection of Coyote Rd and Main Rd, continue traveling West 0.7 mi on Main Rd to intersection of Caribou Rd. Travel East on Caribou Rd (E363027E) 0.3 mi.

Unit 5: From intersection of Hwy 20, travel South 13.3 mi on Aeneas Valley Rd to unit.

Unit 6: From intersection of Hwy 20, travel South 15.3 mi on Aeneas Valley Rd to intersection of E353002E Rd. Turn East onto E353002E Rd and travel 1.5 mi to unit. Once on State Land E353002E Rd turns into E363036E Rd.

Unit 7: Continue North on E363036E Rd, through Unit 6, for 0.5 mile to reach unit.

Unit 1: From intersection of Hwy 20, travel South 16.8 mi on Aeneas Valley Rd to intersection of Frosty Creek Rd. Travel East on Frosty Creek Rd 2.8 mi to intersection of Blue Meadow Rd (E363130F). Travel North on Blue Meadow Rd (E363130F) 0.2 mi.

Unit 8: From intersection of Hwy 20, travel South 18.1 mi on Aeneas Valley Rd to Watoka Way. Travel Southward on Watoka Way 0.89 mile, turning South and changing into Poglina Way travelling 0.23 mi, then turning East and changing into Sonora Way travelling 0.36 mi. to the unit.

Unit 9: From intersection of Hwy 20, travel South 20.2 mi on Aeneas Valley Rd to unit.



## Driving Directions to Frosty FH FIT Sale Units

Agreement#: 30-092787

All units are south of Hwy 20 on Aeneas Valley Road. All driving directions will start from the intersection of Hwy 20 and Aeneas Valley Road.

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**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-093553**

**SALE NAME: FROSTY FH FIT SORT 01**

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

**Section G: General Terms**

**G-001.2 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

#### **G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on May 24, 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 FROSTY FH FIT Timber Sale described as parts of Section 16 in Township 35 North, Range 31 East, Sections 23, 26, 27, 34, and 36 all in Township 36 North, Range 30 East, Section 30 in Township 36 North, Range 31 East W.M., in Okanogan County.

#### **G-022.2 Sorting Specifications**

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93553	1	DF/WL 7" - 10"+ dib	

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

#### **G-024.2 Manufacturing Standards**

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
93553	01	ES

Average Log Length	Preferred Log Lengths
N/A	

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

No schedules.

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security

under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

**G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending January 31, 2017.

**G-050.2 Contract Term Extension**

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

**G-054.2 Early Contract Termination**

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

**G-056.2 Force Majeure**

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

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

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

**G-060.2 Exclusion of Warranties**

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

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

- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

**G-065 Regulatory Disclaimer**

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

**G-070.2 Limitation on Damage**

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

**G-112.2 Title**

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

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

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

**G-160.2 Agents**

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

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

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200.2 Notice**

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

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

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

**G-210.2 Violation of Contract**

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

**G-240.2 Dispute Resolution**

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

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

**G-252.2 Forest Excise Tax**

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

**G-253.2 Harvesting Cost Information**

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

**G-260 Venue**

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

**G-330.2 Contract Review**

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

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

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

**P-028.2 Payment for Forest Products Delivered**

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

\$0.00/Ton

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

**P-036.2 Mis-sorts and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 For mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

**P-037.2 Mis-manufacture and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

**P-039.2 Tonnage Sort Payment Reduction Requirements**

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

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

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

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

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

#### **P-040.2 Weighing and Scaling Costs**

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

#### **P-045.2 Guarantee of Payment**

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

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

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

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

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

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

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

**P-080 Payment Account Refund**

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

**Section L: Log Definitions and Accountability**

**L-010.2 Forest Products Conveyed**

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

**L-014.2 Sorts Delivered to Incorrect Destination**

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

**L-071.2 Log and Load Reporting Service**

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

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

**L-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

**Section D: Damages****D-010 Liquidated Damages**

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

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

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

**D-027.2 Failure to Accept Forest Products Sold**

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

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

**D-030.2 Inadequate Log Accountability**

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

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Loren D. Torgerson  
Northeast Region Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-093554**

**SALE NAME: FROSTY FH FIT SORT 02**

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

**Section G: General Terms**

**G-001.2 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

#### **G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on May 24, 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 FROSTY FH FIT Timber Sale described as parts of Section 16 in Township 35 North, Range 31 East, Sections 23, 26, 27, 34, and 36 all in Township 36 North, Range 30 East, Section 30 in Township 36 North, Range 31 East W.M., in Okanogan County.

#### **G-022.2 Sorting Specifications**

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93554	2	DF/WL 11"+ dib	

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

#### **G-024.2 Manufacturing Standards**

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
93554	02	ES

Average Log Length	Preferred Log Lengths
N/A	

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

**G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	FROSTY FH FIT SCHEDULE A

**G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

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

#### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending January 31, 2017.

#### **G-050.2 Contract Term Extension**

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

#### **G-054.2 Early Contract Termination**

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

#### **G-056.2 Force Majeure**

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

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

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

#### **G-060.2 Exclusion of Warranties**

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

**G-065 Regulatory Disclaimer**

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

**G-070.2 Limitation on Damage**

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

**G-112.2 Title**

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

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

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

**G-160.2 Agents**

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized

to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200.2 Notice**

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

**G-210.2 Violation of Contract**

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

**G-240.2 Dispute Resolution**

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

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

**G-252.2 Forest Excise Tax**

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

**G-253.2 Harvesting Cost Information**

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

**G-260 Venue**

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

**G-330.2 Contract Review**

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

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

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

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

**P-028.2 Payment for Forest Products Delivered**

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

\$0.00/Ton

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

**P-036.2 Mis-sorts and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 For mis-sort except for blue stain

0.4 For mis-sort related to blue stain

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

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

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

### **P-037.2 Mis-manufacture and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

### **P-039.2 Tonnage Sort Payment Reduction Requirements**

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

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

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

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

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

#### **P-040.2 Weighing and Scaling Costs**

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

#### **P-045.2 Guarantee of Payment**

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

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

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

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

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

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

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

#### **P-080 Payment Account Refund**

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

### **Section L: Log Definitions and Accountability**

#### **L-010.2 Forest Products Conveyed**

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

#### **L-014.2 Sorts Delivered to Incorrect Destination**

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

#### **L-071.2 Log and Load Reporting Service**

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

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

#### **L-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

**Section D: Damages****D-010 Liquidated Damages**

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

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

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

**D-027.2 Failure to Accept Forest Products Sold**

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

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

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

Where:

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

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

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

Where:

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

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

**D-030.2 Inadequate Log Accountability**

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

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Loren D. Torgerson  
Northeast Region Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

**Schedule A**  
**FROSTY FH FIT SCHEDULE A**

FROSTY FH FIT SCHEDULE A  
LEAVE TREE SELECTION CRITERIA

General Harvest Instructions

1. All persons engaged in the felling of timber and manufacturing of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that tree selection, log utilization, or manufacturing has been performed in a manner that does not achieve silvicultural objectives, optimize value, or otherwise causes damage to the state.
2. Unit boundaries are marked with pink flagging, with blue “Special Management Unit Boundary” tags and orange flashers. Property lines are marked with pink and yellow flagging, with blue “Special Management Unit Boundary” and orange flashers.
3. Follow the prescribed cutting instructions according to the unit which is being harvested.
4. Harvest all green timber that is not described as being a leave tree, capable of at least yielding a log with a 4.6 inch small end DIB and is at least 12 feet long.
5. The irregular availability of quality leave trees and clumped nature of merchantable trees may result in spacing distances greater than 100 feet or less than those described for individual unit target spacing indicated in #6 below. Harvested openings shall not create voids of greater than 400 feet between leave trees.
6. Adhere to the following leave tree requirements

All units will be prescriptive harvest. Leave a minimum of 21 TPA (46’ X 46’ Spacing) six of which will be selected from the largest available preferring legacy or legacy retention trees, the remaining will be selected from the dominant and co-dominant trees, diameters representative of the stand, where available.

Unit 1: 107 acres:

This management will be an uneven-aged prescriptive harvest targeting suppressed and diseased trees in the mid-story and overstory cohorts for removal. Leave trees identified above in instructions #6 will be derived from the 100+ year old overstory cohort when available.

- Leave trees for the overstory cohort will be selected preferring healthy trees in the following species preference PP, WL then DF.
- The target average leave tree spacing for this unit will be 46 feet by 46 feet.
- Leave all hardwood species and any snags that may be left safely standing.
- An emphasis will be placed on removing trees that have high defect, poor form, and removing trees that have disease/insect damage.

Unit 2: 282 acres:

Prescription harvest same as Unit 1

Unit 3: 91 acres:

Prescription harvest same as Unit 1

Unit 4: 41 acres:

Prescription harvest same as Unit 1

Unit 5: 22 acres:

Prescription harvest same as Unit 1

Additionally, an extreme hazard abatement of 50 feet will be implemented along Aeneas Valley Road.

Unit 6: 117 acres:

Prescription harvest same as Unit 1

Unit 7: 288 acres:

Prescription harvest same as Unit 1

Unit 8: 83 acres:

Prescription harvest same as Unit 1

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

Unit 9: 10 acres:

Prescription harvest same as Unit 1

An extreme hazard abatement of 50 feet will be implemented along Coco Mountain Road.

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

The above prescription details meets or exceeds the requirements of the following: State Watershed Systems Policy, and the Retention and Perpetuation of Legacy Trees Eastern Washington Procedures.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-093555**

**SALE NAME: FROSTY FH FIT SORT 03**

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

**Section G: General Terms**

**G-001.2 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

**G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on May 24, 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 FROSTY FH FIT Timber Sale described as parts of Section 16 in Township 35 North, Range 31 East, Sections 23, 26, 27, 34, and 36 all in Township 36 North, Range 30 East, Section 30 in Township 36 North, Range 31 East W.M., in Okanogan County.

**G-022.2 Sorting Specifications**

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

Agreement No.	Sort #	Description	Destination
93555	3	DF/WL 5" - 6"+ dib and no-chuck DF/WL 7" - 10"+dib	

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

**G-024.2 Manufacturing Standards**

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

Agreement No.	Sort #	Scaling Rule
93555	03	ES

Average Log Length	Preferred Log Lengths
N/A	

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	FROSTY FH FIT SCHEDULE A

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

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

#### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending January 31, 2017.

#### **G-050.2 Contract Term Extension**

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

#### **G-054.2 Early Contract Termination**

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

#### **G-056.2 Force Majeure**

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

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

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

#### **G-060.2 Exclusion of Warranties**

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

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

**G-065 Regulatory Disclaimer**

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

**G-070.2 Limitation on Damage**

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

**G-112.2 Title**

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

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

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

**G-160.2 Agents**

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

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

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200.2 Notice**

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

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

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

**G-210.2 Violation of Contract**

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

**G-240.2 Dispute Resolution**

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

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

**G-252.2 Forest Excise Tax**

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

**G-253.2 Harvesting Cost Information**

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

**G-260 Venue**

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

**G-330.2 Contract Review**

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

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

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

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

**P-028.2 Payment for Forest Products Delivered**

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

\$0.00/Ton

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

**P-036.2 Missorts and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

**P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

**P-039.2 Tonnage Sort Payment Reduction Requirements**

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

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

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

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

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

#### **P-040.2 Weighing and Scaling Costs**

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

#### **P-045.2 Guarantee of Payment**

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

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

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

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

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

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

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

#### **P-080 Payment Account Refund**

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

### **Section L: Log Definitions and Accountability**

#### **L-010.2 Forest Products Conveyed**

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

#### **L-014.2 Sorts Delivered to Incorrect Destination**

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

#### **L-071.2 Log and Load Reporting Service**

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

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

#### **L-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

**Section D: Damages****D-010 Liquidated Damages**

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

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

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

**D-027.2 Failure to Accept Forest Products Sold**

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

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

**D-030.2 Inadequate Log Accountability**

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

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Loren D. Torgerson  
Northeast Region Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

**Schedule A**  
**FROSTY FH FIT SCHEDULE A**

FROSTY FH FIT SCHEDULE A  
LEAVE TREE SELECTION CRITERIA

General Harvest Instructions

1. All persons engaged in the felling of timber and manufacturing of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that take tree selection, log utilization, or manufacturing has been performed in a manner that does not achieve silvicultural objectives, optimize value, or otherwise causes damage to the state.
2. Unit boundaries are marked with pink flagging, with blue “Special Management Unit Boundary” tags and orange flashers. Property lines are marked with pink and yellow flagging, with blue “Special Management Unit Boundary” and orange flashers.
3. Follow the prescribed cutting instructions according to the unit which is being harvested.
4. Harvest all green timber that is not described as being a leave tree, capable of at least yielding a log with a 4.6 inch small end DIB and is at least 12 feet long.
5. The irregular availability of quality leave trees and clumped nature of merchantable trees may result in spacing distances greater than 100 feet or less than those described for individual unit target spacing indicated in #6 below. Harvested openings shall not create voids of greater than 400 feet between leave trees.
6. Adhere to the following leave tree requirements

All units will be prescriptive harvest. Leave a minimum of 21 TPA (46’ X 46’ Spacing) six of which will be selected from the largest available preferring legacy or legacy retention trees, the remaining will be selected from the dominant and co-dominant trees, diameters representative of the stand, where available.

Unit 1: 107 acres:

This management will be an uneven-aged prescriptive harvest targeting suppressed and diseased trees in the mid-story and overstory cohorts for removal. Leave trees identified above in instructions #6 will be derived from the 100+ year old overstory cohort when available.

- Leave trees for the overstory cohort will be selected preferring healthy trees in the following species preference PP, WL then DF.

- The target average leave tree spacing for this unit will be 46 feet by 46 feet.
- Leave all hardwood species and any snags that may be left safely standing.
- An emphasis will be placed on removing trees that have high defect, poor form, and removing trees that have disease/insect damage.

Unit 2: 282 acres:

Prescription harvest same as Unit 1

Unit 3: 91 acres:

Prescription harvest same as Unit 1

Unit 4: 41 acres:

Prescription harvest same as Unit 1

Unit 5: 22 acres:

Prescription harvest same as Unit 1

Additionally, an extreme hazard abatement of 50 feet will be implemented along Aeneas Valley Road.

Unit 6: 117 acres:

Prescription harvest same as Unit 1

Unit 7: 288 acres:

Prescription harvest same as Unit 1

Unit 8: 83 acres:

Prescription harvest same as Unit 1

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

Unit 9: 10 acres:

Prescription harvest same as Unit 1

An extreme hazard abatement of 50 feet will be implemented along Coco Mountain Road.

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

The above prescription details meets or exceeds the requirements of the following: State Watershed Systems Policy, and the Retention and Perpetuation of Legacy Trees Eastern Washington Procedures.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-093556**

**SALE NAME: FROSTY FH FIT SORT 04**

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

**Section G: General Terms**

**G-001.2 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

#### **G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on May 24, 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 FROSTY FH FIT Timber Sale described as parts of Section 16 in Township 35 North, Range 31 East, Sections 23, 26, 27, 34, and 36 all in Township 36 North, Range 30 East, Section 30 in Township 36 North, Range 31 East W.M., in Okanogan County.

#### **G-022.2 Sorting Specifications**

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93556	4	PP 7" - 10""+ dib	

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

#### **G-024.2 Manufacturing Standards**

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
93556	04	ES

Average Log Length	Preferred Log Lengths
N/A	

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

**G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	FROSTY FH FIT SCHEDULE A

**G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

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

**G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending January 31, 2017.

**G-050.2 Contract Term Extension**

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

**G-054.2 Early Contract Termination**

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

**G-056.2 Force Majeure**

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

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

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

**G-060.2 Exclusion of Warranties**

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

**G-065 Regulatory Disclaimer**

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

**G-070.2 Limitation on Damage**

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

**G-112.2 Title**

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

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

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

**G-160.2 Agents**

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized

to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200.2 Notice**

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

**G-210.2 Violation of Contract**

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

**G-240.2 Dispute Resolution**

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

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

**G-252.2 Forest Excise Tax**

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

**G-253.2 Harvesting Cost Information**

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

**G-260 Venue**

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

**G-330.2 Contract Review**

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

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

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

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

**P-028.2 Payment for Forest Products Delivered**

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

\$0.00/Ton

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

**P-036.2 Mis-sorts and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

**P-037.2 Mis-manufacture and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

**P-039.2 Tonnage Sort Payment Reduction Requirements**

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

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

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

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

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

#### **P-040.2 Weighing and Scaling Costs**

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

#### **P-045.2 Guarantee of Payment**

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

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

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

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

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

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

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

#### **P-080 Payment Account Refund**

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

### **Section L: Log Definitions and Accountability**

#### **L-010.2 Forest Products Conveyed**

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

#### **L-014.2 Sorts Delivered to Incorrect Destination**

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

#### **L-071.2 Log and Load Reporting Service**

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

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

#### **L-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

**Section D: Damages****D-010 Liquidated Damages**

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

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

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

**D-027.2 Failure to Accept Forest Products Sold**

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

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

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

Where:

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

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

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

Where:

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

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

**D-030.2 Inadequate Log Accountability**

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

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Loren D. Torgerson  
Northeast Region Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

**Schedule A**  
**FROSTY FH FIT SCHEDULE A**

FROSTY FH FIT SCHEDULE A  
LEAVE TREE SELECTION CRITERIA

General Harvest Instructions

1. All persons engaged in the felling of timber and manufacturing of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that take tree selection, log utilization, or manufacturing has been performed in a manner that does not achieve silvicultural objectives, optimize value, or otherwise causes damage to the state.
2. Unit boundaries are marked with pink flagging, with blue “Special Management Unit Boundary” tags and orange flashers. Property lines are marked with pink and yellow flagging, with blue “Special Management Unit Boundary” and orange flashers.
3. Follow the prescribed cutting instructions according to the unit which is being harvested.
4. Harvest all green timber that is not described as being a leave tree, capable of at least yielding a log with a 4.6 inch small end DIB and is at least 12 feet long.
5. The irregular availability of quality leave trees and clumped nature of merchantable trees may result in spacing distances greater than 100 feet or less than those described for individual unit target spacing indicated in #6 below. Harvested openings shall not create voids of greater than 400 feet between leave trees.
6. Adhere to the following leave tree requirements

All units will be prescriptive harvest. Leave a minimum of 21 TPA (46’ X 46’ Spacing) six of which will be selected from the largest available preferring legacy or legacy retention trees, the remaining will be selected from the dominant and co-dominant trees, diameters representative of the stand, where available.

Unit 1: 107 acres:

This management will be an uneven-aged prescriptive harvest targeting suppressed and diseased trees in the mid-story and overstory cohorts for removal. Leave trees identified above in instructions #6 will be derived from the 100+ year old overstory cohort when available.

- Leave trees for the overstory cohort will be selected preferring healthy trees in the following species preference PP, WL then DF.

- The target average leave tree spacing for this unit will be 46 feet by 46 feet.
- Leave all hardwood species and any snags that may be left safely standing.
- An emphasis will be placed on removing trees that have high defect, poor form, and removing trees that have disease/insect damage.

Unit 2: 282 acres:

Prescription harvest same as Unit 1

Unit 3: 91 acres:

Prescription harvest same as Unit 1

Unit 4: 41 acres:

Prescription harvest same as Unit 1

Unit 5: 22 acres:

Prescription harvest same as Unit 1

Additionally, an extreme hazard abatement of 50 feet will be implemented along Aeneas Valley Road.

Unit 6: 117 acres:

Prescription harvest same as Unit 1

Unit 7: 288 acres:

Prescription harvest same as Unit 1

Unit 8: 83 acres:

Prescription harvest same as Unit 1

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

Unit 9: 10 acres:

Prescription harvest same as Unit 1

An extreme hazard abatement of 50 feet will be implemented along Coco Mountain Road.

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

The above prescription details meets or exceeds the requirements of the following: State Watershed Systems Policy, and the Retention and Perpetuation of Legacy Trees Eastern Washington Procedures.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-093557**

**SALE NAME: FROSTY FH FIT SORT 05**

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

**Section G: General Terms**

**G-001.2 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

**G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on May 24, 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 FROSTY FH FIT Timber Sale described as parts of Section 16 in Township 35 North, Range 31 East, Sections 23, 26, 27, 34, and 36 all in Township 36 North, Range 30 East, Section 30 in Township 36 North, Range 31 East W.M., in Okanogan County.

**G-022.2 Sorting Specifications**

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

Agreement No.	Sort #	Description	Destination
93557	5	PP 11"+ dib	

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

**G-024.2 Manufacturing Standards**

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

Agreement No.	Sort #	Scaling Rule
93557	05	ES

Average Log Length	Preferred Log Lengths
N/A	

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

**G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	FROSTY FH FIT SCHEDULE A

**G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

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

#### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending January 31, 2017.

#### **G-050.2 Contract Term Extension**

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

#### **G-054.2 Early Contract Termination**

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

#### **G-056.2 Force Majeure**

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

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

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

#### **G-060.2 Exclusion of Warranties**

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

**G-065 Regulatory Disclaimer**

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

**G-070.2 Limitation on Damage**

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

**G-112.2 Title**

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

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

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

**G-160.2 Agents**

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

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized

to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200.2 Notice**

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

**G-210.2 Violation of Contract**

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

**G-240.2 Dispute Resolution**

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

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

**G-252.2 Forest Excise Tax**

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

**G-253.2 Harvesting Cost Information**

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

**G-260 Venue**

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

**G-330.2 Contract Review**

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

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

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

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

**P-028.2 Payment for Forest Products Delivered**

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

\$0.00/Ton

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

**P-036.2 Mis-sorts and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

**P-037.2 Mis-manufacture and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

**P-039.2 Tonnage Sort Payment Reduction Requirements**

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

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

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

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

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

#### **P-040.2 Weighing and Scaling Costs**

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

#### **P-045.2 Guarantee of Payment**

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

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

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

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

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

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

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

#### **P-080 Payment Account Refund**

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

### **Section L: Log Definitions and Accountability**

#### **L-010.2 Forest Products Conveyed**

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

#### **L-014.2 Sorts Delivered to Incorrect Destination**

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

#### **L-071.2 Log and Load Reporting Service**

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

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

#### **L-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

**Section D: Damages****D-010 Liquidated Damages**

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

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

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

**D-027.2 Failure to Accept Forest Products Sold**

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

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

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

Where:

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

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

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

Where:

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

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

**D-030.2 Inadequate Log Accountability**

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

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Loren D. Torgerson  
Northeast Region Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

Schedule A  
FROSTY FH FIT SCHEDULE A

FROSTY FH FIT SCHEDULE A  
LEAVE TREE SELECTION CRITERIA

General Harvest Instructions

1. All persons engaged in the felling of timber and manufacturing of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that take tree selection, log utilization, or manufacturing has been performed in a manner that does not achieve silvicultural objectives, optimize value, or otherwise causes damage to the state.
2. Unit boundaries are marked with pink flagging, with blue “Special Management Unit Boundary” tags and orange flashers. Property lines are marked with pink and yellow flagging, with blue “Special Management Unit Boundary” and orange flashers.
3. Follow the prescribed cutting instructions according to the unit which is being harvested.
4. Harvest all green timber that is not described as being a leave tree, capable of at least yielding a log with a 4.6 inch small end DIB and is at least 12 feet long.
5. The irregular availability of quality leave trees and clumped nature of merchantable trees may result in spacing distances greater than 100 feet or less than those described for individual unit target spacing indicated in #6 below. Harvested openings shall not create voids of greater than 400 feet between leave trees.
6. Adhere to the following leave tree requirements

All units will be prescriptive harvest. Leave a minimum of 21 TPA (46’ X 46’ Spacing) six of which will be selected from the largest available preferring legacy or legacy retention trees, the remaining will be selected from the dominant and co-dominant trees, diameters representative of the stand, where available.

Unit 1: 107 acres:

This management will be an uneven-aged prescriptive harvest targeting suppressed and diseased trees in the mid-story and overstory cohorts for removal. Leave trees identified above in instructions #6 will be derived from the 100+ year old overstory cohort when available.

- Leave trees for the overstory cohort will be selected preferring healthy trees in the following species preference PP, WL then DF.

- The target average leave tree spacing for this unit will be 46 feet by 46 feet.
- Leave all hardwood species and any snags that may be left safely standing.
- An emphasis will be placed on removing trees that have high defect, poor form, and removing trees that have disease/insect damage.

Unit 2: 282 acres:

Prescription harvest same as Unit 1

Unit 3: 91 acres:

Prescription harvest same as Unit 1

Unit 4: 41 acres:

Prescription harvest same as Unit 1

Unit 5: 22 acres:

Prescription harvest same as Unit 1

Additionally, an extreme hazard abatement of 50 feet will be implemented along Aeneas Valley Road.

Unit 6: 117 acres:

Prescription harvest same as Unit 1

Unit 7: 288 acres:

Prescription harvest same as Unit 1

Unit 8: 83 acres:

Prescription harvest same as Unit 1

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

Unit 9: 10 acres:

Prescription harvest same as Unit 1

An extreme hazard abatement of 50 feet will be implemented along Coco Mountain Road.

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

The above prescription details meets or exceeds the requirements of the following: State Watershed Systems Policy, and the Retention and Perpetuation of Legacy Trees Eastern Washington Procedures.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-093558**

**SALE NAME: FROSTY FH FIT SORT 06**

**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 May 24, 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 FROSTY FH FIT Timber Sale described as parts of Section 16 in Township 35 North, Range 31 East, Sections 23, 26, 27, 34, and 36 all in Township 36 North, Range 30 East, Section 30 in Township 36 North, Range 31 East W.M., in Okanogan County.

#### **G-022.2 Sorting Specifications**

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
93558	6	DF/WL/PP 2"+ dib utility and no-chuck DF/WL 11"+dib	

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

#### **G-024.2 Manufacturing Standards**

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

Agreement No.	Sort #	Scaling Rule
93558	06	ES

Average Log Length	Preferred Log Lengths
N/A	

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

#### **G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	FROSTY FH FIT SCHEDULE A

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

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

#### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending January 31, 2017.

#### **G-050.2 Contract Term Extension**

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

#### **G-054.2 Early Contract Termination**

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

#### **G-056.2 Force Majeure**

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

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

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

#### **G-060.2 Exclusion of Warranties**

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

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

**G-065 Regulatory Disclaimer**

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

**G-070.2 Limitation on Damage**

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

**G-112.2 Title**

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

**G-116.2 Sustainable Forestry Initiative® (SFI) Certification**

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

**G-160.2 Agents**

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

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

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200.2 Notice**

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

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

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

**G-210.2 Violation of Contract**

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

**G-240.2 Dispute Resolution**

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

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

**G-252.2 Forest Excise Tax**

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

**G-253.2 Harvesting Cost Information**

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

**G-260 Venue**

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

**G-330.2 Contract Review**

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

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

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

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

**P-028.2 Payment for Forest Products Delivered**

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

\$0.00/Ton

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

**P-036.2 Mis-sorts and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

**P-037.2 Mis-manufacture and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

**P-039.2 Tonnage Sort Payment Reduction Requirements**

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

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

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

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

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

#### **P-040.2 Weighing and Scaling Costs**

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

#### **P-045.2 Guarantee of Payment**

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

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

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

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

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

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

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

**P-080 Payment Account Refund**

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

**Section L: Log Definitions and Accountability**

**L-010.2 Forest Products Conveyed**

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

**L-014.2 Sorts Delivered to Incorrect Destination**

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

**L-071.2 Log and Load Reporting Service**

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

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

**L-090 Scaling Rules**

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

**L-110 State Approval of Log Scaling and Weighing Locations**

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

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

**Section D: Damages****D-010 Liquidated Damages**

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

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

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

**D-027.2 Failure to Accept Forest Products Sold**

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

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

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

Where:

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

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

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

Where:

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

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

**D-030.2 Inadequate Log Accountability**

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

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Loren D. Torgerson  
Northeast Region Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

Schedule A  
FROSTY FH FIT SCHEDULE A

FROSTY FH FIT SCHEDULE A  
LEAVE TREE SELECTION CRITERIA

General Harvest Instructions

1. All persons engaged in the felling of timber and manufacturing of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that take tree selection, log utilization, or manufacturing has been performed in a manner that does not achieve silvicultural objectives, optimize value, or otherwise causes damage to the state.
2. Unit boundaries are marked with pink flagging, with blue “Special Management Unit Boundary” tags and orange flashers. Property lines are marked with pink and yellow flagging, with blue “Special Management Unit Boundary” and orange flashers.
3. Follow the prescribed cutting instructions according to the unit which is being harvested.
4. Harvest all green timber that is not described as being a leave tree, capable of at least yielding a log with a 4.6 inch small end DIB and is at least 12 feet long.
5. The irregular availability of quality leave trees and clumped nature of merchantable trees may result in spacing distances greater than 100 feet or less than those described for individual unit target spacing indicated in #6 below. Harvested openings shall not create voids of greater than 400 feet between leave trees.
6. Adhere to the following leave tree requirements

All units will be prescriptive harvest. Leave a minimum of 21 TPA (46’ X 46’ Spacing) six of which will be selected from the largest available preferring legacy or legacy retention trees, the remaining will be selected from the dominant and co-dominant trees, diameters representative of the stand, where available.

Unit 1: 107 acres:

This management will be an uneven-aged prescriptive harvest targeting suppressed and diseased trees in the mid-story and overstory cohorts for removal. Leave trees identified above in instructions #6 will be derived from the 100+ year old overstory cohort when available.

- Leave trees for the overstory cohort will be selected preferring healthy trees in the following species preference PP, WL then DF.

- The target average leave tree spacing for this unit will be 46 feet by 46 feet.
- Leave all hardwood species and any snags that may be left safely standing.
- An emphasis will be placed on removing trees that have high defect, poor form, and removing trees that have disease/insect damage.

Unit 2: 282 acres:

Prescription harvest same as Unit 1

Unit 3: 91 acres:

Prescription harvest same as Unit 1

Unit 4: 41 acres:

Prescription harvest same as Unit 1

Unit 5: 22 acres:

Prescription harvest same as Unit 1

Additionally, an extreme hazard abatement of 50 feet will be implemented along Aeneas Valley Road.

Unit 6: 117 acres:

Prescription harvest same as Unit 1

Unit 7: 288 acres:

Prescription harvest same as Unit 1

Unit 8: 83 acres:

Prescription harvest same as Unit 1

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

Unit 9: 10 acres:

Prescription harvest same as Unit 1

An extreme hazard abatement of 50 feet will be implemented along Coco Mountain Road.

Additionally, this unit had fire impact from the Northstar fire in September of 2015, severity ranged from low (under burn) to moderate (bole scorching). Adhere to the additional harvest and manufacturing standards listed below:

- Only trees with live crowns will be selected for harvest.
- Emphasis will be placed on reducing the amount of charred wood being delivered, fire scars burned through the bark and into the wood fiber noticed during manufacturing will be bucked from the log when necessary.

The above prescription details meets or exceeds the requirements of the following: State Watershed Systems Policy, and the Retention and Perpetuation of Legacy Trees Eastern Washington Procedures.



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:**

**Timber Sale Name:**

**Application Number:**

#### EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

#### EXCISE TAX EXEMPT ACTIVITIES

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

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

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

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

(Revised 4/09)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Frosty FH FIT</b>	Region: <b>Northeast</b> <small>Choose an item.</small>
Agreement #: <b>30-092787</b>	District: Highlands
Contact Forester: Matt Stonich Phone / Location: 509-223-4044 Loomis, WA	County(s): Okanogan, <small>Choose a county</small>
Alternate Contact: Sam Steinshouer Phone / Location: 509-223-4044 Loomis, WA	Other information: <a href="#">Click here to enter text.</a>

Type of Sale: Log Sort (Contract harvest) FIT	
Harvest System: Ground based <small>Click here to enter text.</small>	100%
Harvest System: Not applicable <small>Click here to enter text.</small>	<small>Click here to enter percent sale acres.</small>
Enter % of sale acres	

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description <small>(Enter only one legal for each unit)</small> Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination  <small>(List method and error of closure if applicable)</small>
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describ e)		
1	Sec 30 T36N/R31E	03	106.5					106.5	GPS (Garmin)
2	Sec 23/26 T36N/R30E	03	281.7					281.7	GPS (Garmin)
3	Sec 26 T36N/R30E	03	91.3					91.3	GPS (Garmin)
4	Sec 27 T36N/R30E	03	41.4					41.4	GPS (Garmin)
5	Sec 34 T36N/R30E	03	21.9			2.6		19.3	GPS (Garmin)
6	Sec 36 T36N/R30E	03	117.2					117.2	GPS (Garmin)
7	Sec 36 T36N/R30E	03	288.2					288.2	GPS (Garmin)
8	Sec 16 T35N/R31E	03	82.6					82.6	GPS (Garmin)
9	Sec 16 T35N/R31E	03	9.6			.8		8.8	GPS (Garmin)
ROW	Sec 36 T36N/R30E	03	.1					.1	
<b>TOTAL ACRES</b>			1,040.5			3.4		1037.1	

### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	None	Total Volume Cruise
2	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	One ELZ (1 acres) on west boundary marked with pink ribbon	Total Volume Cruise

<b>3</b>	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	One ELZ (.9 acres) on south boundary marked with pink ribbon	Total Volume Cruise
<b>4</b>	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	None	Total Volume Cruise
<b>5</b>	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	None	Total Volume Cruise
<b>6</b>	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	None	Total Volume Cruise
<b>7</b>	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	One ELZ (.2 acres) in NE corner of unit, marked with pink ribbon	Total Volume Cruise
<b>8</b>	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	One ELZ (.3 acres) on north boundary marked with pink ribbon	Total Volume Cruise
<b>9</b>	Boundaries marked with blue "Special Management Area" tags, orange flashers & pink flagging. <b>Prescription harvest based on cruise data</b>	None	Total Volume Cruise
<b>ROW</b>	An unmarked external ROW exists in U7 where there may be a limited amount of merchantable trees that will be taken. P line has be located to avoid any merchantable stems.	None	Total Volume Cruise

**OTHER PRE-CRUISE INFORMATION:**

<b>Unit #</b>	<b>Primary,secondary Species / Estimated Volume (MBF)</b>	<b>Access information (Gates, locks, etc.)</b>	<b>Photos, traverse maps required</b>
1	PP, DF/ 159 mbf	South end of Aeneas Valley; Frosty road	Region provided maps
2	PP, DF/ 321 mbf	South end of Aeneas Valley; Cape Labelle road	Region provided maps
3	PP, DF/ 136 mbf	South end of Aeneas Valley; Cape Labelle road	Region provided maps
4	PP, DF/ 61 mbf	South end of Aeneas Valley; Cape Labelle road	Region provided maps
5	PP, DF/ 31 mbf	South end of Aeneas Valley; Aeneas Valley road	Region provided maps
6	PP, DF/ 175 mbf	South end of Aeneas Valley; Stone Haven road	Region provided maps
7	PP, DF/ 322 mbf	South end of Aeneas Valley; Stone Haven road	Region provided maps
8	PP, DF/ 132 mbf	South end of Aeneas Valley; Watoka Way	Region provided maps
9	PP, DF/ 13 mbf	South end of Aeneas Valley; Coco Mtn road	Region provided maps
ROW	All Species	Portions of ROW unit are scattered throughout Unit 7 equaling 1/10 <sup>th</sup> acre	Region provided maps
TOTAL MBF	1,350		

**REMARKS:**

Frosty FH FIT U1: falls within Frosty unit B from the 2014 forest health survey contract  
Frosty FH FIT U2: falls within Frosty unit D from the 2014 forest health survey contract  
Frosty FH FIT U3: falls within Frosty unit D from the 2014 forest health survey contract  
Frosty FH FIT U4: falls within Frosty unit F from the 2014 forest health survey contract  
Frosty FH FIT U5: falls within Frosty unit E from the 2014 forest health survey contract: Unit 5 has Aeneas Valley road acreage deducted from net harvest acreage.

Frosty FH FIT U6: falls within Frosty unit C from the 2014 forest health survey contract  
Frosty FH FIT U7: falls within Frosty unit C from the 2014 forest health survey contract  
Frosty FH FIT U8: falls within Frosty unit A from the 2014 forest health survey contract:  
Frosty FH FIT U9: has had no survey. Unit 9 has Coco Mtn Road acreage deducted from net harvest acreage.  
ROW: ROW unit is within T36R30S36 U7 for new road construction

Mainline road acreage has been deducted from Units 5 & 9 only

Please cruise in 16 foot segments

Please ensure adequate number of plots in each unit to allow prescription development by unit

Status Mistletoe Hawksworth of 2+

### **Driving Directions:**

All units are south of Hwy 20 on Aeneas Valley Rd all driving directions will start from the intersection of Hwy 20 and Aeneas Valley Rd.

#### Unit 1

- From intersection of Hwy 20 travel South 16.8 mi on Aeneas Valley Rd to intersection of Frosty Creek Rd
- Travel East on Frosty Creek Rd 2.8 mi to intersection of Blue Meadow Rd (E363130F)
- Travel North on Blue Meadow Rd (E363130F) .2 mi to unit

#### Unit 2

- Travel 11.6 mi South from intersection of Hwy 20 on Aeneas Valley Rd, to intersection of Cape Labelle Rd.
- Travel North onto Cape Labelle Rd for 2.6 mi to intersection of Main Rd (E363022E)
- Travel South on Main Rd (E363022E) .7 mi to intersection of Coyote Rd
- Travel East on Coyote Rd .19 mi to unit. At this point Coyote turns to E363023E

#### Unit 3

- Unit 3 is past unit 2 so directions pick up at E363023E
- To unit 3 travel East on E363023E turning to the South for 2 mi to unit

#### Unit 4

- Unit 4 continues past the intersection of Coyote Rd and Main Rd, directions pick up at this intersection
- From Coyote Rd travel West .7 mi on Main Rd to intersection of Caribou Rd
- Travel East on Caribou Rd (E363027E) .3 mi to unit

#### Unit 5

- Unit 5 is along Aeneas Valley Rd
- From intersection of Hwy 20 travel South 13.3 mi on Aeneas Valley Rd to unit

#### Unit 6

- From intersection of Hwy 20 travel South 15.3 mi on Aeneas Valley Rd to intersection of E353002E
- Turn East onto E353002E travel 1.5 mi to unit, once on State Land E353002E turns into E363036E

#### Unit 7

- Unit 7 is North of Unit 6, directions will be from Unit 6
- From Unit 6 travel North on E363036E .5 mi to unit
- From intersection of Hwy 20 travel South 16.8 mi on Aeneas Valley Rd to intersection of Frosty Creek Rd
- Travel East on Frosty Creek Rd 2.8 mi to intersection of Blue Meadow Rd (E363130F)
- Travel North on Blue Meadow Rd (E363130F) .2 mi to unit

#### Unit 8

- From intersection of Hwy 20 travel South 18.1 mi on Aeneas Valley Rd to intersection of Watoka Way
- Travel South on Watoka Way .89 mi, Watoka Way will turn South and change to Poglina Way,
- Travel South on Poglina Way .23 mi, Poglina Way will turn East and change to Sonora Way.
- Travel East on Sonora Way .36 mi to unit

#### Unit 9

- From intersection of Hwy 20 travel South 20.2 mi on Aeneas Valley Rd
- Unit 9 is along Aeneas Valley Rd

<b>Prepared By: Matt Stonich</b> <b>Date: 6/30/2014</b>	<b>Title: FIT Forester</b>	<b>CC: Sam Steinshouer</b>
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# Cruise Narrative

<b>Sale Name:</b> Frosty FH FIT	<b>Region:</b> Northeast
<b>Agreement Number:</b> 30-092787	<b>District:</b> Highlands
<b>Lead Cruiser:</b> Cougar Environmental	<b>Completion Date:</b> 9/15/2014
<b>Other Cruisers on sale:</b> Tracy Smith, Cole Wrbelis	<b>Legal:</b> Section 16, T 35 N, R 31 E; Sections 23, 26, 27, 34 & 36, T 36 N, R 30 E; Section 30, T 36 N, R 31 E WM.

<b>Unit Acreage Specifications:</b>							
<b>Unit #</b>	<b>Gross Acres</b>	<b>Net Acres</b>	<b>Total Deletions</b>	<b>Existing Roads</b>	<b>Leave Tree Acres</b>	<b>Power Line</b>	<b>RMZ Acres</b>
1	106.54	106.54	0.00				
2	281.71	280.71	1.00				1.00
3	91.35	90.45	0.90				0.90
4	41.46	41.46	0.00				
5	21.98	19.38	2.60	2.60			
6	117.21	117.21	0.00				
7	288.21	288.01	0.20				0.20
8	82.68	82.38	0.30				0.30
9	9.60	8.80	0.80	0.80			
		0.00					
<b>Total</b>	1040.74	1034.94	5.80	3.40	0.00	0.00	2.40

## Cruise Sample Design:

This timber sale was cruised using the **variable plot** sampling method. Each plot was a full plot. Plot locations were created using a computer generated grid, and found using a hand held GPS unit.

Unit #	Small BAF (count)	Large BAF (cruise)	Sighting height	Grid size (plot spacing in feet)	% Cruise to count Target	% Cruise to count Actual	Total number of Plots
1	20.00	20.00	D4H	450 X 450	100%	100%	21
2	20.00	20.00	D4H	450 X 450	100%	100%	58
3	20.00	20.00	D4H	450 X 450	100%	100%	17
4	20.00	20.00	D4H	450 X 450	100%	100%	6
5	20.00	20.00	D4H	450 X 450	100%	100%	4
6	20.00	20.00	D4H	450 X 450	100%	100%	23
7	20.00	20.00	D4H	450 X 450	100%	100%	61
8	20.0 / 33.61	20.0 / 33.61	D4H	450 X 450	100%	100%	17
9	20.00	20.00	D4H	450 X 450	100%	100%	3
Total							210

### Cruise Specifications:

Minor species cruise intensity:	We grade all trees that were in with the small BAF.
Minimum top dib:	<p><b>Ponderosa pine:</b> Trees less than 17.5" DBH have a minimum top of 5.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p> <p><b>All other species:</b> Trees less than 17.5" DBH have a minimum top of 4.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p>
Minimum dbh:	Ponderosa pine: 8.0 inches DBH All other species: 7.0 inches DBH
Log lengths:	Saw logs: 16 feet where possible, minimum of 12 feet Utility: 16 feet where possible, minimum of 12 feet
Take / Leave tree description:	Harvest all conifers that meet the minimum cruise specifications and are not to be left according to the prescription guidelines. All units have a prescription written for them. See "Schedule A"
Commercial species observed in sale area, but not in cruise:	Engelmann spruce
Utility wood:	Comprised of non-board foot volume and volume below the minimum top diameter of 5" or 40% of DOB at 16' to a minimum of a 2.6" top.
Status codes used:	L – leave tree
Sort codes used	D – saw log, U – utility log
Species table used:	NE 2 inch 16
Grade table used:	Eastgrad
Other tables used (cruise adjustment):	Cruise adjustment table "General" was used in unit 8 only to account for the loss of volume from the North Star fire. 20% of the volume was deducted in this unit.

**Field Observations:**

Location:	Eastern Okanogan County, 21 miles southeast of Tonasket, Washington.
Aspect:	North, East, South and West
Elevation:	2400 to 3900
Slope:	Unit 1 – 0% to 40% Unit 2 – 0% to 40% Unit 3 – 0% to 45% Unit 4 – 0% to 35% Unit 5 – 0% to 50% Unit 6 – 0% to 45% Unit 7 – 0% to 40% Unit 8 – 0% to 75% Unit 9 – 0% to 45%
Harvest Methods:	100% Ground base yarding with the longest skidding of 1200 feet.
Stand Composition:	The stands are second growth ponderosa pine and Douglas-fir with larger residual trees. There is a minor component of western larch.
Stand Health:	The many of trees in units 8 & 9 have been killed by the North Star Fire which burned in August. Bark beetles are active and the woodpeckers are working on those trees. There is mistletoe in some of the ponderosa pine, Douglas-fir and western larch.
Timber Quality:	The timber is a mix of fair quality Douglas-fir (68%), ponderosa pine (30%) and western larch (2%).
Non-board Foot Volume:	74 mbf of the total sale volume is comprised of utility wood.
Other Considerations:	This area was cruised by contract cruisers working for Cougar Environmental in 2014. We removed the plots that were not in the sale area and manipulated the cruise to remove the leave tree volume. These trees are marked with an “L” in the status column.

**Trust and Counties:**

Trust – 03,      Located in Okanogan County

**Prepared by:** Dan Griggs

**Title:** Forest Check Cruiser 1

**CC:** Timber Sales Document Center & File #30-092787

TC		PSPCSTGR		Species, Sort Grade - Board Foot Volumes (Project)																	
T35N R31E S16 Ty00U8 THRU T36N R31E S30 Ty00U1				Project: <b>FROSTYFH</b>				Page <b>1</b>				Date <b>11/24/2015</b>									
				Acres <b>1,034.94</b>				Time <b>11:42:32AM</b>													
Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf	
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF	D	2		13	8.5	227	207	215			85	15	100		16	14	107	1.42	1.9		
DF	D	3		33	5.6	572	540	559		67	31	2	100		16	10	62	0.81	8.8		
DF	D	4		49	6.7	834	778	805	17	82	1		100		16	7	25	0.34	31.2		
DF	U	UT		5		72	72	74	86	8	6		100		16	4	15	0.20	4.9		
<b>DF Totals</b>				30	6.3	1,704	1,597	1,653	12	63	22	3	100		16	7	34	0.46	46.9		
DF	L	D	2	25	5.3	114	108	112			28	72	100		16	17	187	2.23	.6		
DF	L	D	3	28	6.7	126	118	122		22	28	50	100		16	14	121	1.45	1.0		
DF	L	D	4	41	3.6	182	175	181	11	70	7	12	100		16	7	31	0.43	5.7		
DF	L	U	UT	6	5.7	23	21	22	40			60	100		16	5	33	0.40	.6		
<b>DF Totals</b>				8	5.0	444	422	437	6	35	18	40	100		16	8	53	0.68	7.9		
WL	L	D	2	57	1.3	67	66	68			47	53	100		16	17	179	1.84	.4		
WL	L	D	3	31	2.0	37	36	37		42	58		100		16	12	83	0.93	.4		
WL	L	D	4	11		12	12	13		100			100		16	8	34	0.46	.4		
WL	L	U	UT	1		0	0	0	100				100		16	4	10	0.32	.0		
<b>WL Totals</b>				2	1.4	116	115	119	0	24	45	31	100		16	12	96	1.06	1.2		
WL		D	2	26		15	15	16			21	79	100		16	17	177	1.88	.1		
WL		D	3	28	29.1	23	16	17		73	27		100		16	11	48	0.74	.3		
WL		D	4	46	14.9	31	26	27	19	81			100		16	7	22	0.29	1.2		
<b>WL Totals</b>				1	16.3	69	58	60	9	57	13	21	100		16	8	36	0.47	1.6		
PP	L	D	3		10.7	6	5	6				100	100		16	20	250	3.06	.0		
PP	L	D	4	41	2.0	1,026	1,005	1,040			62	38	100		16	15	137	1.61	7.4		
PP	L	D	5	59	4.8	1,511	1,438	1,488		72	20	8	100		16	9	46	0.63	31.6		
<b>PP Totals</b>				46	3.7	2,542	2,449	2,534		42	37	21	100		16	10	63	0.81	39.0		
PP		D	4	26	3.5	194	187	194			90	10	100		16	14	116	1.43	1.6		
PP		D	5	74	7.5	557	515	533		87	13		100		16	8	35	0.50	14.6		
<b>PP Totals</b>				13	6.5	751	702	727		64	33	3	100		16	9	43	0.59	16.2		
<b>Totals</b>					5.1	5,627	5,343	5,529	4	51	31	15	100		16	9	47	0.62	112.8		

TC PSTATS		PROJECT STATISTICS							PAGE	1	
		PROJECT FROSTYFH							DATE	11/24/2015	
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt	
35N	31E	16	FROSTY FH	00U8	THR	1,034.94	210	515	S	E	
36N	31E	30	FROSTY FH	00U1							
			PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL			210	515	2.5						
CRUISE			170	515	3.0	51,120	1.0				
DBH COUNT											
REFOREST											
COUNT											
BLANKS			40								
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	
P PINE	76	7.9	13.7	61	2.2	8.1	751	702	158	150	
P PINE-L	241	16.9	16.1	60	6.0	23.9	2,542	2,449	506	503	
DOUG FIR	152	20.2	11.9	60	4.5	15.5	1,704	1,597	355	339	
DOUG FIR-L	37	3.7	13.4	58	1.0	3.6	444	422	87	87	
W LARCH	4	.5	13.7	70	0.1	.5	69	58	14	12	
W LARCH-L	5	.2	20.1	91	0.1	.5	116	115	20	20	
<b>TOTAL</b>	<b>515</b>	<b>49.4</b>	<b>13.9</b>	<b>60</b>	<b>14.0</b>	<b>52.2</b>	<b>5,627</b>	<b>5,343</b>	<b>1,140</b>	<b>1,112</b>	
CONFIDENCE LIMITS OF THE SAMPLE											
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR											
CL	68.1	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
P PINE		74.4	8.5	128	140	152					
P PINE-L		86.4	5.6	230	243	257					
DOUG FIR		73.9	6.0	119	126	134					
DOUG FIR-L		105.3	17.3	270	326	383					
W LARCH		114.8	65.6	80	233	385					
W LARCH-L		76.8	38.2	398	644	890					
<b>TOTAL</b>		<b>100.1</b>	<b>4.4</b>	<b>194</b>	<b>203</b>	<b>212</b>	<b>401</b>	<b>205</b>	<b>100</b>		
CL	68.1	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
P PINE		274.6	19.0	6	8	9					
P PINE-L		151.6	10.5	15	17	19					
DOUG FIR		258.9	17.9	17	20	24					
DOUG FIR-L		413.6	28.5	3	4	5					
W LARCH		1134.9	78.3	0	0	1					
W LARCH-L		719.4	49.6	0	0	0					
<b>TOTAL</b>		<b>139.2</b>	<b>9.6</b>	<b>45</b>	<b>49</b>	<b>54</b>	<b>775</b>	<b>396</b>	<b>194</b>		
CL	68.1	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
P PINE		232.1	16.0	7	8	9					
P PINE-L		134.9	9.3	22	24	26					
DOUG FIR		189.3	13.1	13	16	18					
DOUG FIR-L		334.0	23.0	3	4	4					
W LARCH		988.7	68.2	0	0	1					
W LARCH-L		661.5	45.7	0	1	1					
<b>TOTAL</b>		<b>94.0</b>	<b>6.5</b>	<b>49</b>	<b>52</b>	<b>56</b>	<b>353</b>	<b>180</b>	<b>88</b>		
CL	68.1	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
P PINE		244.6	16.9	584	702	821					
P PINE-L		155.5	10.7	2,186	2,449	2,712					
DOUG FIR		190.7	13.2	1,387	1,597	1,807					

TC PSTATS		PROJECT STATISTICS							PAGE	2
		PROJECT FROSTYFH							DATE	11/24/2015
TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
35N	31E	16	FROSTY FH	00U8	THR	1,034.94	210	515	S	E
36N	31E	30	FROSTY FH	00U1						
CL	68.1		COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.00		VAR.	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR-L			382.2	26.4	311	422	533			
W LARCH			875.0	60.4	23	58	93			
W LARCH-L			688.6	47.5	60	115	169			
<b>TOTAL</b>			<i>106.6</i>	<i>7.4</i>	<i>4,950</i>	<i>5,343</i>	<i>5,735</i>	<i>454</i>	<i>232</i>	<i>114</i>
CL	68.1		COEFF	V BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0		VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
P PINE			246.4	17.0	72	87	101			
P PINE-L			152.5	10.5	91	102	113			
DOUG FIR			188.2	13.0	89	103	117			
DOUG FIR-L			384.5	26.5	86	117	148			
W LARCH			842.9	58.2	46	116	186			
W LARCH-L			658.7	45.5	114	218	321			
<b>TOTAL</b>			<i>105.8</i>	<i>7.3</i>	<i>95</i>	<i>102</i>	<i>110</i>	<i>448</i>	<i>229</i>	<i>112</i>

<b>T36N R31E S30 T00U1</b>										<b>T36N R31E S30 T00U1</b>			
<b>Twp</b>	<b>Rge</b>	<b>Sec</b>	<b>Tract</b>	<b>Type</b>	<b>Acres</b>	<b>Plots</b>	<b>Sample Trees</b>	<b>CuFt</b>	<b>BdFt</b>				
<b>36N</b>	<b>31E</b>	<b>30</b>	<b>FROSTY FH</b>	<b>00U1</b>	<b>106.54</b>	<b>21</b>	<b>60</b>	<b>S</b>	<b>E</b>				

Spp	Sp	T	So	Gr	ad	%	Percent Net Board Foot Volume						Average Log			Logs Per /Acre								
							Bd. Ft. per Acre				Total Net MBF	Log Scale Dia.					Log Length				Ln Ft	Dia In	Bd Ft	CF/Lf
							Def%	Gross	Net	Net		4-5	6-11	12-16	17+		12-20	21-32	33-55	56-99				
PP	L	D			4	66	.1	2,940	2,938	313		54	46	100	16	15	146	1.66	20.1					
PP	L	D			5	34	.9	1,520	1,506	160		82	18	100	15	8	39	0.59	38.8					
<b>PP L Totals</b>						71	.4	4,460	4,444	473		28	42	30	100	16	11	75	0.96	58.9				
PP			D		4	32		569	569	61		78	22	100	16	14	127	1.51	4.5					
PP			D		5	68		1,204	1,204	128		89	11	100	15	8	38	0.54	31.5					
<b>PP Totals</b>						29		1,773	1,773	189		60	33	7	100	15	9	49	0.67	36.0				
<b>Type Totals</b>							.3	6,233	6,217	662		37	40	24	100	15	10	66	0.85	94.9				

<b>T36N R30E S23 T00U2</b>										<b>T36N R30E S23 T00U2</b>				
<b>Twp</b>	<b>Rge</b>	<b>Sec</b>	<b>Tract</b>	<b>Type</b>	<b>Acres</b>	<b>Plots</b>	<b>Sample Trees</b>	<b>CuFt</b>	<b>BdFt</b>					
<b>36N</b>	<b>30E</b>	<b>23</b>	<b>FROSTY FH</b>	<b>00U2</b>	<b>280.71</b>	<b>58</b>	<b>105</b>	<b>S</b>	<b>E</b>					

Spp	S	So	Gr	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF	D		2	7	5.2	130	123	35		85	15		100				16	13	99	1.37	1.2
DF	D		3	26	1.2	407	402	113		80	20		100				16	10	64	0.79	6.3
DF	D		4	53	1.5	830	818	230	4	92	4		100				16	7	27	0.38	30.0
DF	U		UT	14		209	209	59	85	7	8		100				16	5	16	0.21	12.8
<b>DF</b>	<b>Totals</b>			<b>48</b>	<b>1.5</b>	<b>1,576</b>	<b>1,552</b>	<b>436</b>	<b>14</b>	<b>70</b>	<b>15</b>	<b>1</b>	<b>100</b>				<b>16</b>	<b>7</b>	<b>31</b>	<b>0.42</b>	<b>50.3</b>
DF	L	D	3	16	5.3	43	40	11		61	39		100				16	11	64	0.85	.6
DF	L	D	4	74	2.8	189	184	52	7	93			100				16	7	23	0.34	8.0
DF	L	U	UT	10	.0	24	24	7	100				100				16	5	16	0.18	1.5
<b>DF</b>	<b>L</b>	<b>Totals</b>		<b>8</b>	<b>2.9</b>	<b>256</b>	<b>249</b>	<b>70</b>	<b>15</b>	<b>79</b>	<b>6</b>		<b>100</b>				<b>16</b>	<b>7</b>	<b>25</b>	<b>0.35</b>	<b>10.1</b>
PP	L	D	3	1	10.7	22	20	6			100		100				16	20	250	3.06	.1
PP	L	D	4	10	8.0	101	93	26		61	39		100				16	15	134	1.91	.7
PP	L	D	5	89	6.6	944	881	247		88	12		100				16	8	40	0.53	22.2
<b>PP</b>	<b>L</b>	<b>Totals</b>		<b>30</b>	<b>6.8</b>	<b>1,067</b>	<b>994</b>	<b>279</b>		<b>78</b>	<b>16</b>	<b>6</b>	<b>100</b>				<b>16</b>	<b>9</b>	<b>43</b>	<b>0.58</b>	<b>23.0</b>
PP		D	4	16		68	68	19			100		100				16	14	127	1.47	.5
PP		D	5	84	1.1	352	348	98		89	11		100				16	8	38	0.47	9.1
<b>PP</b>	<b>Totals</b>			<b>13</b>	<b>.9</b>	<b>420</b>	<b>417</b>	<b>117</b>		<b>75</b>	<b>25</b>		<b>100</b>				<b>16</b>	<b>8</b>	<b>43</b>	<b>0.52</b>	<b>9.7</b>
WL	L	D	2	36	14.3	23	20	6			100		100				16	15	120	1.63	.2
WL	L	D	3	54		30	30	8		39	61		100				16	13	90	1.01	.3
WL	L	D	4	10		5	5	1		100			100				16	8	30	0.50	.2
<b>WL</b>	<b>L</b>	<b>Totals</b>		<b>2</b>	<b>5.7</b>	<b>58</b>	<b>55</b>	<b>15</b>		<b>30</b>	<b>70</b>		<b>100</b>				<b>16</b>	<b>12</b>	<b>82</b>	<b>1.04</b>	<b>.7</b>
<b>Type</b>	<b>Totals</b>				<b>3.3</b>	<b>3,378</b>	<b>3,266</b>	<b>917</b>	<b>8</b>	<b>73</b>	<b>17</b>	<b>2</b>	<b>100</b>				<b>16</b>	<b>8</b>	<b>35</b>	<b>0.46</b>	<b>93.7</b>

<b>T36N R30E S23 T00U3</b>		<b>T36N R30E S23 T00U3</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>36N 30E 23 FROSTY FH 00U3 90.45 17 38 S</b>		<b>E</b>

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
DF		D	2	12	4.6	262	250	23		66	34			100			16	15	122	1.65	2.1
DF		D	3	17		334	334	30		28	48	24		100			16	12	86	1.06	3.9
DF		D	4	69		1,364	1,364	123	30	70				100			16	6	23	0.27	58.2
DF		U	UT	2		23	23	2	100					100			16	4	10	0.18	2.3
<b>DF</b>	<b>Totals</b>			41	.6	1,983	1,971	178	22	53	17	8		100			16	7	30	0.36	66.4
DF	L	D	4	97		805	805	73	14	86				100			16	7	27	0.36	29.3
DF	L	U	UT	3		18	18	2	100					100			16	3	10	0.12	1.8
<b>DF</b>	<b>L</b>	<b>Totals</b>		17		823	823	74	16	84				100			16	7	26	0.34	31.1
PP	L	D	4	42	1.2	725	717	65		38	62			100			16	16	174	1.99	4.1
PP	L	D	5	58	2.8	1,019	990	90		27	35	37		100			16	10	76	0.95	13.1
<b>PP</b>	<b>L</b>	<b>Totals</b>		35	2.1	1,744	1,707	154		16	36	48		100			16	12	99	1.20	17.2
PP		D	4	19		67	67	6		100				100			16	14	110	1.32	.6
PP		D	5	81		279	279	25		75	25			100			16	10	55	0.70	5.1
<b>PP</b>	<b>Totals</b>			7		347	347	31		60	40			100			16	10	61	0.77	5.7
<b>Type</b>	<b>Totals</b>				1.0	4,896	4,847	438	12	46	22	20		100			16	8	40	0.49	120.5

<b>T36N R30E S27 T00U4</b>		<b>T36N R30E S27 T00U4</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>36N 30E 27 FROSTY FH 00U4 41.46 6 20 S E</b>		

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
PP		D	4	25		336	336	14		100						16	14	120	1.39	2.8	
PP		D	5	75	2.6	1,023	996	41		100						15	7	27	0.45	36.7	
<b>PP</b>	<b>Totals</b>			27	2.0	1,359	1,332	55	75	25					100	15	8	34	0.52	39.5	
PP	L	D	4	18		233	233	10		100						16	16	160	1.68	1.5	
PP	L	D	5	82	3.6	1,082	1,043	43		100						16	8	36	0.56	29.1	
<b>PP</b>	<b>L</b>	<b>Totals</b>		26	3.0	1,315	1,276	53	82	18					100	16	8	42	0.61	30.6	
DF		D	3	37		715	715	30	74	26						16	10	56	0.82	12.7	
DF		D	4	60		1,145	1,145	47	36	64						16	7	27	0.40	42.0	
DF		U	UT	3		49	49	2	100							16	4	10	0.22	4.9	
<b>DF</b>	<b>Totals</b>			39		1,909	1,909	79	24	66	10				100	16	7	32	0.48	59.5	
DF	L	D	2	87		356	356	15		38	62					16	16	145	1.78	2.5	
DF	L	D	4	13		49	49	2		100						16	9	40	0.76	1.2	
<b>DF</b>	<b>L</b>	<b>Totals</b>		8		406	406	17	12	33	55				100	16	13	110	1.44	3.7	
<b>Type</b>	<b>Totals</b>				1.3	4,988	4,922	204	9	68	18	4			100	16	8	37	0.55	133.3	

<b>T36N R30E S34 T00U5</b>										<b>T36N R30E S34 T00U5</b>				
<b>Twp</b>	<b>Rge</b>	<b>Sec</b>	<b>Tract</b>	<b>Type</b>	<b>Acres</b>	<b>Plots</b>	<b>Sample Trees</b>	<b>CuFt</b>	<b>BdFt</b>					
<b>36N</b>	<b>30E</b>	<b>34</b>	<b>FROSTY FH</b>	<b>00U5</b>	<b>19.38</b>	<b>4</b>	<b>10</b>	<b>S</b>	<b>E</b>					

Spp	So	Gr	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre		
								Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/Lf	
								4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99						
PP	L	D	4	47	1,144	1,144	22		50	50			100				16	16	160	1.75	7.2
PP	L	D	5	53	3.0	1,305	1,265	25		29	23	48		100			16	12	94	1.06	13.5
<b>PP L Totals</b>				46	1.6	2,449	2,409	47		15	36	49		100			16	13	117	1.30	20.6
PP		D	5	100	5.7	763	720	14		100				100			16	8	34	0.49	21.1
<b>PP Totals</b>				14	5.7	763	720	14		100				100			16	8	34	0.49	21.1
DF		D	2	35		498	498	10					100				16	13	95	1.22	5.2
DF		D	3	16	14.3	260	223	4					100				16	11	60	1.00	3.7
DF		D	4	49		672	672	13	62	38			100				16	6	24	0.33	28.6
<b>DF Totals</b>				26	2.6	1,430	1,393	27	30	34	36		100				16	7	37	0.52	37.5
DF	L	D	3	56	12.5	476	416	8					100				16	14	105	1.55	4.0
DF	L	D	4	44		319	319	6	88	12			100				16	5	20	0.31	16.0
<b>DF L Totals</b>				14	7.5	795	736	14	38	5	57		100				16	7	37	0.56	19.9
<b>Type Totals</b>					3.3	5,437	5,257	102	13	30	34	23		100			16	9	53	0.69	99.2

<b>T36N R30E S36 T00U6</b>		<b>T36N R30E S36 T00U6</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>36N 30E 36 FROSTY FH 00U6 117.21 23 58 S</b>		<b>E</b>

Spp	S	So	Gr	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
PP	L	D	4	43	1.9	1,216	1,192	140		63	37		100				16	14	128	1.48	9.3
PP	L	D	5	57	5.6	1,638	1,547	181		74	6	20		100			16	9	47	0.67	32.6
<b>PP</b>	<b>L</b>	<b>Totals</b>		52	4.0	2,854	2,739	321		42	31	27		100			16	10	65	0.85	42.0
PP		D	4	60	3.6	337	325	38					100				16	13	103	1.34	3.1
PP		D	5	40	1.7	219	215	25		77	23		100				16	9	48	0.67	4.5
<b>PP</b>	<b>Totals</b>			10	2.8	556	540	63		31	69		100				16	11	71	0.95	7.7
DF		D	2	38	7.6	543	501	59		76	24		100				16	14	108	1.47	4.6
DF		D	3	33	4.5	447	427	50		81	19		100				16	10	55	0.80	7.7
DF		D	4	28		366	366	43	9	91			100				16	7	28	0.43	13.1
DF		U	UT	1		10	10	1	100				100				16	4	10	0.18	1.0
<b>DF</b>	<b>Totals</b>			25	4.5	1,366	1,304	153	3	52	35	9	100				16	9	49	0.71	26.5
DF	L	D	2	19	9.8	151	136	16		21	79		100				16	18	190	2.15	.7
DF	L	D	3	32	12.1	246	216	25		9	31	60	100				16	16	151	1.73	1.4
DF	L	D	4	32	16.4	261	218	26		8	7	84	100				16	15	156	2.18	1.4
DF	L	U	UT	17	9.1	124	113	13				100	100				16	20	242	3.04	.5
<b>DF</b>	<b>L</b>	<b>Totals</b>		13	12.6	782	684	80		5	16	78	100				16	17	170	2.11	4.0
<b>Type</b>	<b>Totals</b>				5.2	5,558	5,267	617	1	38	34	27	100				16	10	66	0.88	80.1

<b>T36N R30E S36 T00U7</b>		<b>T36N R30E S36 T00U7</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>36N 30E 36 FROSTY FH 00U7 288.01 61 154 S</b>		<b>E</b>

Spp	S	So	Gr	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre	
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99					
PP	L	D	4	42	3.0	1,347	1,306	376		66	34		100	16	15	129	1.55	10.1			
PP	L	D	5	58	4.6	1,866	1,780	513		75	23	2	100	16	9	44	0.61	40.3			
<b>PP</b>	<b>L</b>	<b>Totals</b>		55	3.9	3,212	3,086	889		43	41	15	100	16	10	61	0.80	50.4			
PP		D	4	37	4.1	158	152	44		86	14		100	16	15	127	1.54	1.2			
PP		D	5	63	4.8	271	258	74		73	27		100	16	8	39	0.58	6.6			
<b>PP</b>	<b>Totals</b>			7	4.6	429	409	118		46	49	5	100	16	9	53	0.73	7.8			
DF		D	2	11	3.7	181	174	50		100			100	16	14	111	1.48	1.6			
DF		D	3	58	3.5	910	879	253		73	25	2	100	16	10	61	0.81	14.3			
DF		D	4	28		432	432	124	16	84			100	16	7	28	0.39	15.4			
DF		U	UT	3		35	35	10	85	15			100	15	3	10	0.17	3.5			
<b>DF</b>	<b>Totals</b>			27	2.5	1,559	1,521	438	6	67	26	1	100	16	8	44	0.59	34.8			
DF	L	D	2	33	7.1	129	120	35		19	81		100	16	19	224	2.76	.5			
DF	L	D	3	54	6.0	204	192	55		9	20	71	100	16	16	161	1.89	1.2			
DF	L	D	4	13	2.7	46	45	13		45	55		100	16	9	47	0.75	1.0			
<b>DF</b>	<b>L</b>	<b>Totals</b>		6	6.0	380	357	103		11	24	65	100	16	14	132	1.66	2.7			
WL	L	D	2	91		148	148	43		15	85		100	16	19	244	2.33	.6			
WL	L	D	3	7		11	11	3		51	49		100	16	11	68	0.94	.2			
WL	L	D	4	1		2	2	1		100			100	16	7	30	0.53	.1			
WL	L	U	UT	1		1	1	0	100				100	16	4	10	0.32	.1			
<b>WL</b>	<b>L</b>	<b>Totals</b>		3		162	162	47	1	5	17	78	100	16	15	175	1.76	.9			
WL		D	2	50		55	55	16		21	79		100	16	17	177	1.88	.3			
WL		D	3	24		26	26	8		100			100	16	10	62	0.82	.4			
WL		D	4	26		28	28	8	11	89			100	15	7	27	0.37	1.1			
<b>WL</b>	<b>Totals</b>			2		109	109	32	3	47	10	40	100	16	9	61	0.75	1.8			
<b>Type Totals</b>					3.5	5,851	5,644	1,626	2	47	35	16	100	16	9	57	0.75	98.4			

Species, Sort Grade - Board Foot Volumes (Type)											Page 1											
T TSPCSTGR											Date 11/24/2015											
Project: FROSTYFH											Time 11:42:32AM											
T35N R31E S16 T00U8											T35N R31E S16 T00U8											
Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdFt																						
35N 31E 16 FROSTY FH 00U8 82.38 17 65 S E																						
Spp	S	So	Gr	%	Bd. Ft. per Acre			Total	Percent Net Board Foot Volume								Average Log			Logs Per /Acre		
									Net BdFt	Def%	Gross	Net	Net MBF	Log Scale Dia.				Log Length				Ln Ft
4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99															
PP	L	D	4	27	3.4	1,063	1,027	85		89	11	100					16	15	123	1.50	8.3	
PP	L	D	5	73	6.1	2,842	2,670	220		58	28	15	100				16	9	53	0.71	49.9	
<b>PP L Totals</b>				33	5.3	3,906	3,697	305		42	45	14	100				16	10	63	0.82	58.2	
PP		D	4	8	23.8	193	147	12				100	100				16	13	76	1.16	1.9	
PP		D	5	92	22.0	1,983	1,546	127		91	9	100	100				16	8	29	0.42	52.7	
<b>PP Totals</b>				15	22.2	2,176	1,693	139		83	17	100	100	100				16	8	31	0.45	54.6
DF		D	2	11	20.6	596	473	39			84	16	100				16	15	102	1.25	4.6	
DF		D	3	23	20.6	1,151	914	75		26	74		100				16	11	60	0.74	15.1	
DF		D	4	66	20.3	3,259	2,598	214	16	84			100				16	7	21	0.27	121.5	
<b>DF Totals</b>				35	20.4	5,006	3,985	328	11	61	27	2	100				16	7	28	0.36	141.2	
DF	L	D	2	65	3.8	585	563	46			33	67	100				16	17	181	2.11	3.1	
DF	L	D	3	23		197	197	16		40	17	43	100				16	13	103	1.14	1.9	
DF	L	D	4	12		103	103	9		55	45		100				16	9	44	0.69	2.4	
<b>DF L Totals</b>				8	2.5	885	863	71		16	31	53	100				16	13	117	1.40	7.4	
WL	L	D	2	35		246	246	20			100		100				16	15	125	1.37	2.0	
WL	L	D	3	45	2.8	320	311	26		42	58		100				16	12	83	0.91	3.8	
WL	L	D	4	20		132	132	11		100			100				16	8	35	0.45	3.8	
<b>WL L Totals</b>				6	1.3	697	688	57		38	62		100				16	11	73	0.82	9.5	
WL		D	3	32	42.9	193	110	9		50	50		100				16	11	40	0.70	2.8	
WL		D	4	68	20.0	291	233	19	23	77			100				16	7	21	0.26	11.2	
<b>WL Totals</b>				3	29.1	484	343	28	15	69	16		100				16	7	24	0.35	14.0	
<b>Type Totals</b>					14.3	13,154	11,270	928	4	53	33	9	100				16	8	40	0.51	285.0	

<b>T35N R31E S16 T00U9</b>		<b>T35N R31E S16 T00U9</b>
<b>Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt</b>		<b>BdFt</b>
<b>35N 31E 16 FROSTY FH 00U9 8.80 3 5 S</b>		<b>E</b>

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre Def% Gross Net			Total Net MBF	Percent Net Board Foot Volume								Average Log			Logs Per /Acre		
									Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft		CF/ Lf	
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99						
DF		D	3	25		391	391	3	100				100				16	10	60	0.89	6.5	
DF		D	4	75		1,143	1,143	10	23	77			100			16	7	28	0.39	40.3		
<b>DF</b>	<b>Totals</b>			39		1,534	1,534	13	18	82			100				16	7	33	0.46	46.8	
DF	L	D	3	76		621	621	5	100				100				16	11	65	0.86	9.5	
DF	L	D	4	18		143	143	1	100				100				16	7	30	0.41	4.8	
DF	L	U	UT	6		48	48	0	100				100				16	3	10	0.16	4.8	
<b>DF</b>	<b>L</b>	<b>Totals</b>		21	.0	812	812	7	6	94			100				16	8	43	0.57	19.1	
PP	L	D	4	32		499	499	4	100				100				16	21	300	2.91	1.7	
PP	L	D	5	68	13.7	1,228	1,060	9	29	47	24	100			16	11	68	1.01	15.5			
<b>PP</b>	<b>L</b>	<b>Totals</b>		40	9.7	1,728	1,560	14	20	32	48	100				16	12	91	1.20	17.1		
<b>Type</b>	<b>Totals</b>					4.1	4,073	3,905	34	8	60	13	19	100				16	8	47	0.64	83.0

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

T35N R31E S16 Ty00U8	82.3
T35N R31E S16 Ty00U9	8.8
T36N R31E S30 Ty00U	106.5

**Project FROSTYFH**  
**Acres 1,034.94**

**Page No 1**  
**Date: 11/24/2015**  
**Time 11:42:33AM**

Species	S T	Total	Total	Total	Net Cubic Ft/		CF/ LF	Total CCF		Total MBF	
		Trees	Logs	Tons	Tree	Log		Gross	Net	Gross	Net
P PINE	L	17,516	40,334	12,579	29.73	12.91	0.81	5,241	5,207	2,631	2,534
DOUG FIR		20,906	48,519	10,472	16.80	7.24	0.45	3,674	3,513	1,764	1,653
P PINE		8,141	16,748	3,920	19.13	9.30	0.59	1,633	1,557	777	727
DOUG FIR	L	3,805	8,199	2,555	23.55	10.93	0.68	896	896	460	437
W LARCH	L	247	1,234	501	84.54	16.93	1.06	209	209	120	119
W LARCH		505	1,667	336	24.55	7.44	0.47	140	124	71	60
<b>Totals</b>		51,120	116,702	30,363	22.51	9.86	0.62	11,794	11,506	5,823	5,529

Wood Type Species	Total Trees	Total Logs	Total Tons	Net Cubic Ft/		CF/ LF	Total CCF		Total MBF	
				Tree	Log		Gross	Net	Gross	Net
C	51,120	116,702	30,363	22.51	9.86	0.62	11,794	11,506	5,823	5,529
<b>Totals</b>	51,120	116,702	30,363	22.51	9.86	0.62	11,794	11,506	5,823	5,529

**Log Stock Table - MBF**

T35N R31E S16 Ty00U8  
THRU  
T36N R31E S30 Ty00U1

**Project: FROSTYFH**  
**Acres 1,034.94**

**Page 1**  
**Date 11/24/2015**  
**Time 11:42:31AM**

Spp	S T	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches												
									2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+	
DF		D	2	16	235	8.5	215	13.0				15	132	35	25	8					
DF		D	3	16	592	5.6	559	33.8		4	236	225	47	33	13						
DF		D	4	12	5	11.7	4	.3		4	1										
DF		D	4	14	9	8.0	8	.5		8											
DF		D	4	16	847	6.6	791	47.9		263	510	18									
DF		D	4	20	1	20.0	1	.1			1										
DF		U	UT	13	3		3	.2		3											
DF		U	UT	14	2		2	.1		2											
DF		U	UT	16	70		70	4.2		26	38	2	4								
DF		Totals			1,764	6.3	1,653	29.9		30	317	750	262	179	69	38	8				
DF	L	D	2	16	118	5.3	112	25.6					22	9	24	14	35	7			
DF	L	D	3	16	130	6.7	122	27.9			17	19	4	20	14	25	22				
DF	L	D	4	12	0		0	.1			0										
DF	L	D	4	14	1		1	.1			1										
DF	L	D	4	16	187	3.7	180	41.3		53	90	2	10	3	3	4			14		
DF	L	U	UT	16	23	5.7	22	5.0		3	5					7	6				
DF		Totals			460	5.0	437	7.9		3	59	108	21	36	32	42	50	64	21		
WL	L	D	2	16	69	1.3	68	57.7					9	23	10	13	6	8			
WL	L	D	3	16	38	2.0	37	31.3			2	16	20								
WL	L	D	4	16	13		13	10.8			13										
WL	L	U	UT	16	0		0	.2		0											
WL		Totals			120	1.4	119	2.1		0	14	16	29	23	10	13	6	8			
WL		D	2	16	16		16	26.4					3		5	7					
WL		D	3	16	23	29.1	17	27.8			10	7									
WL		D	4	14	1		1	1.5		1											
WL		D	4	16	31	15.3	26	44.2		6	20										
WL		Totals			71	16.3	60	1.1		7	30	7	3		5	7					
PP	L	D	3	16	6	10.7	6	.2							6						
PP	L	D	4	16	1,061	2.0	1,040	41.1				107	272	265	181	147	58	11			

**Log Stock Table - MBF**

T35N R31E S16 Ty00U8  
THRU  
T36N R31E S30 Ty00U1

**Project: FROSTYFH**  
**Acres 1,034.94**

**Page 2**  
**Date 11/24/2015**  
**Time 11:42:31AM**

Spp	S T	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches												
									2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+	
PP	L	D	5	12	10		10	.4		9	1										
PP	L	D	5	14	22	19.7	17	.7		15	3										
PP	L	D	5	15	6	9.0	6	.2		1									5		
PP	L	D	5	16	1,525	4.6	1,455	57.4		71	736	380	102	47	45	24	21	14		16	
PP		Totals			2,631	3.7	2,534	45.8		95	740	487	374	312	226	177	78	30		16	
PP		D	4	16	201	3.5	194	26.6				12	88	74	20						
PP		D	5	12	10	5.5	9	1.3		9											
PP		D	5	14	14	3.2	13	1.8		13	1										
PP		D	5	16	537	7.5	497	68.3		19	341	120	17								
PP		D	5	18	6		6	.8		6											
PP		D	5	20	10	20.0	8	1.1			8										
PP		Totals			777	6.5	727	13.1		46	350	133	105	74	20						
Total		All Species			5,823	5.1	5,529	100.0		34	525	1992	925	727	510	339	255	149	58		16

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

T35N R31E S16 Ty00U8  
THRU  
T36N R31E S30 Ty00U1

**Project: FROSTYFH**  
**Acres 1,034.94**

**Page 1**  
**Date 11/24/2015**  
**Time 11:42:31AM**

Spp	S T	So rt	Gr de	Log Len	SED	TONS	Tons by Scaling Diameter in Inches										
							2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39
DF		D	2	16	13.9	1,351				94	850	235	135	37			
DF		D	3	16	10.5	3,440		28	1388	1453	296	200	75				
DF		D	4	12	5.4	44			36	8							
DF		D	4	14	5.1	82			82								
DF		D	4	16	6.7	5,081		1559	3423	99							
DF		D	4	20	7.0	14			14								
DF		U	UT	12	3.0	5		5									
DF		U	UT	13	3.0	11		11									
DF		U	UT	14	3.2	13		13									
DF		U	UT	16	4.3	432		202	186	9	35						
Graded						10472		230	1891	4842	1681	1145	435	210	37		
DF		Totals			7.4	10,472		230	1891	4842	1681	1145	435	210	37		
DF	L	D	2	16	16.6	606				119	55	132	59	203	38		
DF	L	D	3	16	12.2	665			95	123	24	118	64	124	117		
DF	L	D	4	12	8.0	5			5								
DF	L	D	4	14	7.0	6			6								
DF	L	D	4	16	6.8	1,150		322	611	18	59	17	37	21		66	
DF	L	U	UT	16	4.2	123		27	20								
Graded						2555		27	342	717	141	202	191	233	242	357	104
DF		Totals			8.3	2,555		27	342	717	141	202	191	233	242	357	104
WL	L	D	2	16	15.5	270				36	105	35	46	21	28		
WL	L	D	3	16	12.0	161			9	70	82						
WL	L	D	4	16	8.0	67			67								
WL	L	U	UT	16	4.0	3		3									
Graded						501		3	3	76	70	118	105	35	46	21	28
WL		Totals			11.3	501		3	3	76	70	118	105	35	46	21	28
WL		D	2	16	16.7	65				15		20	29				
WL		D	3	16	10.9	115			57	58							
WL		D	4	14	5.0	6			6								
WL		D	4	16	6.7	151			37	113							
Graded						336		43	171	58	15		20	29			
WL		Totals			7.7	336		43	171	58	15		20	29			

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

T35N R31E S16 Ty00U8  
THRU  
T36N R31E S30 Ty00U1

**Project: FROSTYFH**  
**Acres 1,034.94**

**Page 2**  
**Date 11/24/2015**  
**Time 11:42:31AM**

Spp	S T	So rt	Gr de	Log Len	SED	TONS	Tons by Scaling Diameter in Inches											
							2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
PP	L	D	3	16	20.0	26							26					
PP	L	D	4	16	15.2	4,695			554	1310	1185	784	589	230	43			
PP	L	D	5	12	6.1	91		82	9									
PP	L	D	5	14	6.1	125		102	24									
PP	L	D	5	15	7.7	32		8							24			
PP	L	D	5	16	9.3	7,610		433	4074	1883	513	205	194	93	78	57	79	
Graded						12579		625	4106	2437	1823	1390	978	708	308	124	79	
PP		Totals			10.3	12,579		625	4106	2437	1823	1390	978	708	308	124	79	
PP		D	4	16	14.0	933			62	456	333	82						
PP		D	5	9	6.0													
PP		D	5	12	6.0	79		79										
PP		D	5	14	6.0	69		63	5									
PP		D	5	16	8.6	2,747		121	1902	620	104							
PP		D	5	18	6.0	30		30										
PP		D	5	20	7.0	62			62									
Graded						3920		293	1969	682	561	333	82					
PP		Totals			8.5	3,920		293	1969	682	561	333	82					
Total		All Species				30,363		260	3194	11882	5069	3863	2454	1557	1062	687	256	79

TC TSTATS		STATISTICS					PAGE	1		
		PROJECT FROSTYFH					DATE	11/24/2015		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	31E	30	FROSTY FH	00U1	106.54	21	60	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		21	60	2.9						
CRUISE		18	60	3.3	3,725	1.6				
DBH COUNT										
REFOREST COUNT										
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
P PINE	18	13.8	15.1	65	4.4	17.1	1,773	1,773	365	365
P PINE-L	42	21.1	18.6	60	9.3	40.0	4,460	4,444	885	882
<b>TOTAL</b>	<b>60</b>	<b>35.0</b>	<b>17.3</b>	<b>62</b>	<b>13.7</b>	<b>57.1</b>	<b>6,233</b>	<b>6,217</b>	<b>1,249</b>	<b>1,247</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		65.1	15.8	148	176	204				
P PINE-L		73.0	11.3	272	306	341				
<b>TOTAL</b>		<b>76.8</b>	<b>9.9</b>	<b>241</b>	<b>267</b>	<b>294</b>	<b>236</b>	<b>120</b>	<b>59</b>	
CL:	68.1 %	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		149.7	33.5	9	14	18				
P PINE-L		86.5	19.3	17	21	25				
<b>TOTAL</b>		<b>83.8</b>	<b>18.8</b>	<b>28</b>	<b>35</b>	<b>42</b>	<b>296</b>	<b>151</b>	<b>74</b>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		144.2	32.3	12	17	23				
P PINE-L		86.6	19.4	32	40	48				
<b>TOTAL</b>		<b>87.3</b>	<b>19.5</b>	<b>46</b>	<b>57</b>	<b>68</b>	<b>321</b>	<b>164</b>	<b>80</b>	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		156.4	35.0	1,153	1,773	2,393				
P PINE-L		102.6	22.9	3,424	4,444	5,463				
<b>TOTAL</b>		<b>104.7</b>	<b>23.4</b>	<b>4,760</b>	<b>6,217</b>	<b>7,673</b>	<b>461</b>	<b>235</b>	<b>115</b>	
CL:	68.1 %	COEFF	V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		156.4	35.0	67	103	140				
P PINE-L		102.6	22.9	86	111	137				
<b>TOTAL</b>		<b>104.7</b>	<b>23.4</b>	<b>83</b>	<b>109</b>	<b>134</b>	<b>461</b>	<b>235</b>	<b>115</b>	

TC TSTATS		STATISTICS						PAGE	1	
		PROJECT FROSTYFH						DATE	11/24/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	23	FROSTY FH	00U2	280.71	58	105	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		58	105	1.8						
CRUISE		47	105	2.2	14,090	.7				
DBH COUNT										
REFOREST										
COUNT										
BLANKS		11								
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	45	23.3	11.1	54	4.7	15.5	1,576	1,552	333	333
DOUG FIR-L	10	6.7	9.7	48	1.1	3.4	256	249	56	56
P PINE	13	6.1	11.6	65	1.3	4.5	420	417	82	82
P PINE-L	36	14.0	12.8	56	3.5	12.4	1,067	994	214	211
W LARCH-L	1	.2	19.5	73	0.1	.3	58	55	11	11
<b>TOTAL</b>	<i>105</i>	<i>50.2</i>	<i>11.5</i>	<i>55</i>	<i>10.7</i>	<i>36.2</i>	<i>3,378</i>	<i>3,266</i>	<i>695</i>	<i>692</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		73.3	10.9	86	96	106				
DOUG FIR-L		63.9	21.3	35	45	55				
P PINE		84.0	24.2	87	115	142				
P PINE-L		94.4	15.7	94	111	129				
W LARCH-L										
<b>TOTAL</b>		<i>87.6</i>	<i>8.6</i>	<i>92</i>	<i>101</i>	<i>109</i>	<i>307</i>	<i>157</i>	<i>77</i>	
CL:	68.1 %	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		186.4	24.5	18	23	29				
DOUG FIR-L		236.8	31.1	5	7	9				
P PINE		359.3	47.2	3	6	9				
P PINE-L		198.7	26.1	10	14	18				
W LARCH-L		761.6	100.0	0	0	0				
<b>TOTAL</b>		<i>104.8</i>	<i>13.8</i>	<i>43</i>	<i>50</i>	<i>57</i>	<i>439</i>	<i>224</i>	<i>110</i>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		140.9	18.5	13	16	18				
DOUG FIR-L		221.0	29.0	2	3	4				
P PINE		277.7	36.5	3	4	6				
P PINE-L		159.2	20.9	10	12	15				
W LARCH-L		761.6	100.0	0	0	1				
<b>TOTAL</b>		<i>77.7</i>	<i>10.2</i>	<i>33</i>	<i>36</i>	<i>40</i>	<i>242</i>	<i>123</i>	<i>60</i>	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		139.5	18.3	1,268	1,552	1,837				
DOUG FIR-L		234.8	30.8	172	249	325				
P PINE		274.4	36.0	267	417	567				
P PINE-L		161.1	21.2	783	994	1,204				
W LARCH-L		761.6	100.0	0	55	110				
<b>TOTAL</b>		<i>82.0</i>	<i>10.8</i>	<i>2,914</i>	<i>3,266</i>	<i>3,618</i>	<i>269</i>	<i>137</i>	<i>67</i>	
CL:	68.1 %	COEFF	V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		139.5	18.3	82	100	118				

TC TSTATS				<b>STATISTICS</b>				PAGE	2	
				<b>PROJECT FROSTYFH</b>				DATE	11/24/2015	
<b>TWP</b>	<b>RGE</b>	<b>SECT</b>	<b>TRACT</b>	<b>TYPE</b>	<b>ACRES</b>	<b>PLOTS</b>	<b>TREES</b>	<b>CuFt</b>	<b>BdFt</b>	
<b>36N</b>	<b>30E</b>	<b>23</b>	<b>FROSTY FH</b>	<b>00U2</b>	280.71	58	105	S	E	
CL:	68.1 %	COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR-L		234.8	30.8	50	72	94				
P PINE		274.4	36.0	59	93	126				
P PINE-L		161.1	21.2	63	80	97				
W LARCH-L		761.6	100.0	0	159	318				
<b>TOTAL</b>		<i>82.0</i>	<i>10.8</i>	<i>80</i>	<i>90</i>	<i>100</i>	<i>269</i>	<i>137</i>	<i>67</i>	

TC TSTATS		STATISTICS							PAGE	1
		PROJECT FROSTYFH							DATE	11/24/2015
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	23	FROSTY FH	00U3	90.45	17	38	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		17	38	2.2						
CRUISE		12	38	3.2	4,959	.8				
DBH COUNT										
REFOREST COUNT										
BLANKS		5								
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	15	32.1	10.0	70	5.6	17.6	1,983	1,971	381	382
DOUG FIR-L	6	11.0	10.9	74	2.1	7.1	823	823	171	170
P PINE	3	2.4	16.4	64	0.9	3.5	347	347	70	70
P PINE-L	14	9.4	18.0	45	3.9	16.5	1,744	1,707	331	330
<b>TOTAL</b>	<b>38</b>	<b>54.8</b>	<b>12.2</b>	<b>66</b>	<b>12.8</b>	<b>44.7</b>	<b>4,896</b>	<b>4,847</b>	<b>953</b>	<b>953</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		87.4	23.4	85	111	137				
DOUG FIR-L		16.3	7.3	70	75	80				
P PINE		27.6	19.1	119	147	175				
P PINE-L		70.2	19.5	293	364	435				
<b>TOTAL</b>		<b>102.6</b>	<b>16.7</b>	<b>168</b>	<b>202</b>	<b>235</b>	<b>421</b>	<b>215</b>	<b>105</b>	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		331.4	82.9	5	32	59				
DOUG FIR-L		347.7	86.9	1	11	21				
P PINE		291.2	72.8	1	2	4				
P PINE-L		196.3	49.1	5	9	14				
<b>TOTAL</b>		<b>261.3</b>	<b>65.3</b>	<b>19</b>	<b>55</b>	<b>91</b>	<b>2,902</b>	<b>1,481</b>	<b>726</b>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		236.7	59.2	7	18	28				
DOUG FIR-L		346.2	86.5	1	7	13				
P PINE		299.5	74.9	1	4	6				
P PINE-L		98.2	24.6	12	16	21				
<b>TOTAL</b>		<b>142.8</b>	<b>35.7</b>	<b>29</b>	<b>45</b>	<b>61</b>	<b>867</b>	<b>442</b>	<b>217</b>	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		245.0	61.3	764	1,971	3,178				
DOUG FIR-L		359.4	89.8	84	823	1,562				
P PINE		315.4	78.9	73	347	620				
P PINE-L		99.7	24.9	1,281	1,707	2,132				
<b>TOTAL</b>		<b>153.2</b>	<b>38.3</b>	<b>2,991</b>	<b>4,847</b>	<b>6,703</b>	<b>997</b>	<b>509</b>	<b>249</b>	
CL:	68.1 %	COEFF	V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		245.0	61.3	43	112	180				
DOUG FIR-L		359.4	89.8	12	117	221				
P PINE		315.4	78.9	21	98	176				
P PINE-L		99.7	24.9	78	104	129				
<b>TOTAL</b>		<b>153.2</b>	<b>38.3</b>	<b>67</b>	<b>108</b>	<b>150</b>	<b>997</b>	<b>509</b>	<b>249</b>	

TC TSTATS		STATISTICS						PAGE	1	
		PROJECT FROSTYFH						DATE	11/24/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	27	FROSTY FH	00U4	41.46	6	20	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		6	20	3.3						
CRUISE		5	20	4.0	3,321	.6				
DBH COUNT										
REFOREST COUNT										
BLANKS		1								
100 %										
STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
P PINE	6	27.0	11.6	50	5.9	20.0	1,359	1,332	307	306
P PINE-L	6	20.2	13.5	51	5.5	20.0	1,315	1,276	296	296
DOUG FIR	7	31.6	11.6	46	6.8	23.3	1,909	1,909	453	453
DOUG FIR-L	1	1.2	22.3	54	0.7	3.3	406	406	85	85
<b>TOTAL</b>	<b>20</b>	<b>80.1</b>	<b>12.4</b>	<b>49</b>	<b>19.0</b>	<b>66.7</b>	<b>4,988</b>	<b>4,922</b>	<b>1,141</b>	<b>1,140</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		111.7	49.8	44	88	132				
P PINE-L		75.6	33.7	54	82	109				
DOUG FIR		59.4	24.2	63	83	103				
DOUG FIR-L										
<b>TOTAL</b>		<b>88.9</b>	<b>20.4</b>	<b>77</b>	<b>97</b>	<b>116</b>	<b>333</b>	<b>170</b>	<b>83</b>	
CL:	68.1 %	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		131.4	58.5	11	27	43				
P PINE-L		98.4	43.9	11	20	29				
DOUG FIR		116.3	51.8	15	32	48				
DOUG FIR-L		244.9	109.2	1	3	3				
<b>TOTAL</b>		<b>102.0</b>	<b>45.4</b>	<b>44</b>	<b>80</b>	<b>116</b>	<b>496</b>	<b>253</b>	<b>124</b>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		89.4	39.9	12	20	28				
P PINE-L		89.4	39.9	12	20	28				
DOUG FIR		113.9	50.8	11	23	35				
DOUG FIR-L		244.9	109.2	3	7	7				
<b>TOTAL</b>		<b>62.0</b>	<b>27.6</b>	<b>48</b>	<b>67</b>	<b>85</b>	<b>183</b>	<b>93</b>	<b>46</b>	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		111.3	49.6	671	1,332	1,993				
P PINE-L		113.7	50.7	630	1,276	1,923				
DOUG FIR		118.0	52.6	905	1,909	2,912				
DOUG FIR-L		244.9	109.2	406	848	848				
<b>TOTAL</b>		<b>61.4</b>	<b>27.4</b>	<b>3,576</b>	<b>4,922</b>	<b>6,269</b>	<b>180</b>	<b>92</b>	<b>45</b>	
CL:	68.1 %	COEFF	V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		111.3	49.6	34	67	100				
P PINE-L		113.7	50.7	31	64	96				
DOUG FIR		118.0	52.6	39	82	125				
DOUG FIR-L		244.9	109.2	122	254	254				
<b>TOTAL</b>		<b>61.4</b>	<b>27.4</b>	<b>54</b>	<b>74</b>	<b>94</b>	<b>180</b>	<b>92</b>	<b>45</b>	

TC TSTATS		STATISTICS						PAGE	1	
		PROJECT FROSTYFH						DATE	11/24/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	34	FROSTY FH	00U5	19.38	4	10	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		4	10	2.5						
CRUISE		4	10	2.5	1,082	.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
P PINE	2	12.4	12.2	58	2.9	10.0	763	720	159	161
P PINE-L	3	5.3	22.8	68	3.1	15.0	2,449	2,409	430	430
DOUG FIR	3	22.2	11.1	57	4.5	15.0	1,430	1,393	312	310
DOUG FIR-L	2	16.0	10.7	54	3.1	10.0	795	736	179	178
<b>TOTAL</b>	<b>10</b>	<b>55.8</b>	<b>12.8</b>	<b>57</b>	<b>14.0</b>	<b>50.0</b>	<b>5,437</b>	<b>5,257</b>	<b>1,079</b>	<b>1,079</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		80.8	75.8	17	70	123				
P PINE-L		59.9	41.5	343	587	830				
DOUG FIR		87.0	60.2	50	127	203				
DOUG FIR-L		118.8	111.4	125	264					
<b>TOTAL</b>		<b>116.2</b>	<b>38.7</b>	<b>155</b>	<b>253</b>	<b>351</b>	<b>600</b>	<b>306</b>	<b>150</b>	
CL:	68.1 %	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		125.1	71.5	4	12	21				
P PINE-L		90.4	51.7	3	5	8				
DOUG FIR		135.1	77.2	5	22	39				
DOUG FIR-L		168.5	96.4	1	16	31				
<b>TOTAL</b>		<b>118.0</b>	<b>67.5</b>	<b>18</b>	<b>56</b>	<b>93</b>	<b>728</b>	<b>372</b>	<b>182</b>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		115.5	66.0	3	10	17				
P PINE-L		66.7	38.1	9	15	21				
DOUG FIR		127.7	73.0	4	15	26				
DOUG FIR-L		115.5	66.0	3	10	17				
<b>TOTAL</b>		<b>51.6</b>	<b>29.5</b>	<b>35</b>	<b>50</b>	<b>65</b>	<b>140</b>	<b>71</b>	<b>35</b>	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		127.6	73.0	195	720	1,245				
P PINE-L		73.0	41.8	1,403	2,409	3,415				
DOUG FIR		145.7	83.3	232	1,393	2,554				
DOUG FIR-L		122.0	69.7	223	736	1,249				
<b>TOTAL</b>		<b>43.6</b>	<b>24.9</b>	<b>3,947</b>	<b>5,257</b>	<b>6,568</b>	<b>99</b>	<b>51</b>	<b>25</b>	
CL:	68.1 %	COEFF	V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		127.6	73.0	19	72	125				
P PINE-L		73.0	41.8	94	161	228				
DOUG FIR		145.7	83.3	15	93	170				
DOUG FIR-L		122.0	69.7	22	74	125				
<b>TOTAL</b>		<b>43.6</b>	<b>24.9</b>	<b>79</b>	<b>105</b>	<b>131</b>	<b>99</b>	<b>51</b>	<b>25</b>	

TC TSTATS		STATISTICS						PAGE	1	
		PROJECT FROSTYFH						DATE	11/24/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	36	FROSTY FH	00U6	117.21	23	58	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		23	58	2.5						
CRUISE		19	58	3.1	3,876	1.5				
DBH COUNT										
REFOREST COUNT										
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
P PINE	6	2.6	19.4	64	1.2	5.2	556	540	116	116
P PINE-L	32	19.7	16.1	59	6.9	27.8	2,854	2,739	575	574
DOUG FIR	15	9.8	15.7	59	3.3	13.0	1,366	1,304	300	301
DOUG FIR-L	5	1.0	28.1	71	0.8	4.3	782	684	136	136
<b>TOTAL</b>	<b>58</b>	<b>33.1</b>	<b>16.7</b>	<b>60</b>	<b>12.3</b>	<b>50.4</b>	<b>5,558</b>	<b>5,267</b>	<b>1,126</b>	<b>1,126</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		16.6	7.4	199	215	231				
P PINE-L		92.4	16.3	197	235	273				
DOUG FIR		77.0	20.6	133	168	203				
DOUG FIR-L		52.2	26.0	530	716	902				
<b>TOTAL</b>		<b>95.8</b>	<b>12.6</b>	<b>225</b>	<b>257</b>	<b>289</b>	<b>367</b>	<b>187</b>	<b>92</b>	
CL:	68.1 %	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		347.0	74.0	1	3	4				
P PINE-L		140.8	30.0	14	20	26				
DOUG FIR		168.5	35.9	6	10	13				
DOUG FIR-L		324.7	69.2	0	1	2				
<b>TOTAL</b>		<b>100.7</b>	<b>21.5</b>	<b>26</b>	<b>33</b>	<b>40</b>	<b>424</b>	<b>216</b>	<b>106</b>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		331.3	70.6	2	5	9				
P PINE-L		122.1	26.0	21	28	35				
DOUG FIR		157.5	33.6	9	13	17				
DOUG FIR-L		308.8	65.8	1	4	7				
<b>TOTAL</b>		<b>91.7</b>	<b>19.6</b>	<b>41</b>	<b>50</b>	<b>60</b>	<b>352</b>	<b>180</b>	<b>88</b>	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		356.3	76.0	130	540	950				
P PINE-L		127.1	27.1	1,997	2,739	3,482				
DOUG FIR		166.0	35.4	843	1,304	1,766				
DOUG FIR-L		351.0	74.8	172	684	1,195				
<b>TOTAL</b>		<b>107.4</b>	<b>22.9</b>	<b>4,062</b>	<b>5,267</b>	<b>6,473</b>	<b>482</b>	<b>246</b>	<b>121</b>	
CL:	68.1 %	COEFF	V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		356.3	76.0	25	104	182				
P PINE-L		127.1	27.1	72	98	125				
DOUG FIR		166.0	35.4	65	100	135				
DOUG FIR-L		351.0	74.8	40	157	275				
<b>TOTAL</b>		<b>107.4</b>	<b>22.9</b>	<b>81</b>	<b>104</b>	<b>128</b>	<b>482</b>	<b>246</b>	<b>121</b>	

TC TSTATS		STATISTICS							PAGE	1
		PROJECT FROSTYFH							DATE	11/24/2015
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	36	FROSTY FH	00U7	288.01	61	154	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		61	154	2.5						
CRUISE		47	154	3.3	10,240	1.5				
DBH COUNT										
REFOREST COUNT										
BLANKS		14								
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
P PINE	13	3.2	15.6	64	1.1	4.3	429	409	90	90
P PINE-L	90	19.8	16.5	63	7.3	29.5	3,212	3,086	647	639
DOUG FIR	39	11.1	14.5	67	3.4	12.8	1,559	1,521	329	329
DOUG FIR-L	8	.9	23.5	59	0.5	2.6	380	357	71	71
W LARCH	2	.4	16.9	86	0.2	.7	109	109	21	21
W LARCH-L	2	.2	27.6	88	0.1	.7	162	162	26	26
<b>TOTAL</b>	<i>154</i>	<i>35.6</i>	<i>16.1</i>	<i>65</i>	<i>12.6</i>	<i>50.5</i>	<i>5,851</i>	<i>5,644</i>	<i>1,183</i>	<i>1,176</i>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	71.1	20.5		148	186	224				
P PINE-L	77.9	8.2		215	234	254				
DOUG FIR	49.7	8.0		157	171	184				
DOUG FIR-L	49.1	18.5		488	599	710				
W LARCH	90.0	84.4		60	385	710				
W LARCH-L	50.2	47.0		575	1,085	1,595				
<b>TOTAL</b>	<i>88.1</i>	<i>7.1</i>		<i>229</i>	<i>246</i>	<i>264</i>	<i>311</i>	<i>159</i>	<i>78</i>	
CL:	68.1 %	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	337.1	43.2		2	3	5				
P PINE-L	140.1	17.9		16	20	23				
DOUG FIR	202.7	25.9		8	11	14				
DOUG FIR-L	526.6	67.4		0	1	1				
W LARCH	615.9	78.9		0	0	1				
W LARCH-L	554.9	71.0		0	0	0				
<b>TOTAL</b>	<i>111.6</i>	<i>14.3</i>		<i>30</i>	<i>36</i>	<i>41</i>	<i>498</i>	<i>254</i>	<i>124</i>	
CL:	68.1 %	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	285.6	36.6		3	4	6				
P PINE-L	131.3	16.8		25	30	34				
DOUG FIR	182.9	23.4		10	13	16				
DOUG FIR-L	428.5	54.9		1	3	4				
W LARCH	547.6	70.1		0	1	1				
W LARCH-L	547.6	70.1		0	1	1				
<b>TOTAL</b>	<i>98.3</i>	<i>12.6</i>		<i>44</i>	<i>50</i>	<i>57</i>	<i>386</i>	<i>197</i>	<i>97</i>	
CL:	68.1 %	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	311.3	39.9		246	409	572				
P PINE-L	154.2	19.7		2,477	3,086	3,695				
DOUG FIR	191.2	24.5		1,148	1,521	1,893				
DOUG FIR-L	434.3	55.6		159	357	556				
W LARCH	558.0	71.4		31	109	188				

TC TSTATS				STATISTICS			PAGE	2		
				PROJECT FROSTYFH			DATE	11/24/2015		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
36N	30E	36	FROSTY FH	00U7	288.01	61	154	S	E	
CL:	68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10	
W LARCH-L		559.5	71.6	46	162	278				
<b>TOTAL</b>		<i>111.5</i>	<i>14.3</i>	<i>4,838</i>	<i>5,644</i>	<i>6,449</i>	<i>497</i>	<i>254</i>	<i>124</i>	
CL:	68.1 %	COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE		311.3	39.9	58	96	134				
P PINE-L		154.2	19.7	84	105	125				
DOUG FIR		191.2	24.5	90	119	148				
DOUG FIR-L		434.3	55.6	60	136	212				
W LARCH		558.0	71.4	48	167	286				
W LARCH-L		559.5	71.6	70	247	423				
<b>TOTAL</b>		<i>111.5</i>	<i>14.3</i>	<i>96</i>	<i>112</i>	<i>128</i>	<i>497</i>	<i>254</i>	<i>124</i>	

TC TSTATS		<b>STATISTICS</b>							PAGE	1
		<b>PROJECT FROSTYFH</b>							DATE	11/24/2015
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
35N	31E	16	FROSTY FH	00U8	82.38	17	65	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		17	65	3.8						
CRUISE		17	65	3.8	9,624	.7				
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
P PINE	15	26.3	13.4	58	7.0	25.7	2,176	1,693	483	389
P PINE-L	16	18.1	17.7	73	7.3	30.8	3,906	3,697	763	763
DOUG FIR	26	63.9	11.1	60	12.8	42.6	5,006	3,985	994	796
DOUG FIR-L	4	1.9	23.0	72	1.1	5.5	885	863	166	166
W LARCH	2	4.7	12.5	65	1.1	4.0	484	343	97	78
W LARCH-L	2	1.9	17.5	97	0.8	3.2	697	688	125	125
<b>TOTAL</b>	<b>65</b>	<b>116.8</b>	<b>13.2</b>	<b>63</b>	<b>30.7</b>	<b>111.7</b>	<b>13,154</b>	<b>11,270</b>	<b>2,629</b>	<b>2,317</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	<b>SAMPLE TREES - BF</b>				<b># OF TREES REQ.</b>		<b>INF. POP.</b>	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	58.5	15.6		65	77	89				
P PINE-L	77.9	20.1		250	313	375				
DOUG FIR	91.6	18.3		90	110	131				
DOUG FIR-L	60.3	34.5		338	515	692				
W LARCH	28.3	26.5		59	80	101				
W LARCH-L	51.1	47.9		188	360	532				
<b>TOTAL</b>	<b>109.3</b>	<b>13.6</b>		<b>159</b>	<b>184</b>	<b>209</b>	<b>478</b>	<b>244</b>	<b>120</b>	
CL:	68.1 %	COEFF	<b>TREES/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	153.9	38.5		16	26	36				
P PINE-L	159.3	39.8		11	18	25				
DOUG FIR	154.7	38.7		39	64	89				
DOUG FIR-L	273.4	68.4		1	2	3				
W LARCH	412.3	103.1			5	9				
W LARCH-L	282.6	70.7		1	2	3				
<b>TOTAL</b>	<b>74.7</b>	<b>18.7</b>		<b>95</b>	<b>117</b>	<b>139</b>	<b>237</b>	<b>121</b>	<b>59</b>	
CL:	68.1 %	COEFF	<b>BASAL AREA/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	139.4	34.9		17	26	35				
P PINE-L	151.9	38.0		19	31	43				
DOUG FIR	137.5	34.4		28	43	57				
DOUG FIR-L	232.1	58.0		2	6	9				
W LARCH	412.3	103.1			4	8				
W LARCH-L	292.4	73.1		1	3	5				
<b>TOTAL</b>	<b>42.6</b>	<b>10.6</b>		<b>100</b>	<b>112</b>	<b>124</b>	<b>77</b>	<b>39</b>	<b>19</b>	
CL:	68.1 %	COEFF	<b>NET BF/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
P PINE	146.0	36.5		1,075	1,693	2,311				
P PINE-L	161.1	40.3		2,208	3,697	5,186				
DOUG FIR	134.2	33.6		2,648	3,985	5,322				

TC TSTATS				STATISTICS			PAGE	2		
				PROJECT FROSTYFH			DATE	11/24/2015		
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
35N	31E	16	FROSTY FH	00U8	82.38	17	65	S	E	
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-L	237.3	59.3	351	863	1,376					
W LARCH	412.3	103.1		343	697					
W LARCH-L	306.8	76.7	160	688	1,216					
<b>TOTAL</b>	<i>50.2</i>	<i>12.6</i>	<i>9,854</i>	<i>11,270</i>	<i>12,686</i>	<i>107</i>	<i>55</i>	<i>27</i>		
CL: 68.1 %		COEFF		V-BAR/ACRE			# OF PLOTS REQ.		INF. POP.	
SD: 1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	7	10		
P PINE	141.5	35.4	42	66	90					
P PINE-L	156.5	39.1	72	120	168					
DOUG FIR	141.6	35.4	62	94	125					
DOUG FIR-L	229.8	57.4	64	157	250					
W LARCH	412.3	103.1		87	176					
W LARCH-L	286.5	71.6	51	218	386					
<b>TOTAL</b>	<i>46.8</i>	<i>11.7</i>	<i>88</i>	<i>101</i>	<i>114</i>	<i>93</i>	<i>47</i>	<i>23</i>		

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT FROSTYFH				DATE	11/24/2015	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
35N	31E	16	FROSTY FH	00U9	8.80	3	5	S	E	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				TREES	TREES	TREES				
TOTAL	3	5	1.7							
CRUISE	1	5	5.0	206	2.4					
DBH COUNT										
REFOREST										
COUNT										
BLANKS	2									
100 %										
<b>STAND SUMMARY</b>										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	2	13.4	13.5	76	3.6	13.3	1,534	1,534	346	346
DOUG FIR-L	1	4.8	16.0	73	1.7	6.7	812	812	175	175
P PINE-L	2	5.2	21.8	56	2.9	13.3	1,728	1,560	328	328
<b>TOTAL</b>	<b>5</b>	<b>23.4</b>	<b>16.2</b>	<b>71</b>	<b>8.3</b>	<b>33.3</b>	<b>4,073</b>	<b>3,905</b>	<b>849</b>	<b>849</b>
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL: 68.1 %	COEFF	<b>SAMPLE TREES - BF</b>				<b># OF TREES REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	30.7	28.8	82	115	148					
DOUG FIR-L										
P PINE-L	77.3	72.5	103	375	647					
<b>TOTAL</b>	<b>86.2</b>	<b>42.9</b>	<b>131</b>	<b>230</b>	<b>329</b>	<b>368</b>	<b>188</b>	<b>92</b>		
CL: 68.1 %	COEFF	<b>TREES/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	173.2	120.0		13	30					
DOUG FIR-L	173.2	120.0		5	11					
P PINE-L	173.2	120.0		5	11					
<b>TOTAL</b>	<b>173.2</b>	<b>120.0</b>		<b>23</b>	<b>51</b>	<b>1,727</b>	<b>881</b>	<b>432</b>		
CL: 68.1 %	COEFF	<b>BASAL AREA/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	173.2	120.0		13	29					
DOUG FIR-L	173.2	120.0		7	15					
P PINE-L	173.2	120.0		13	29					
<b>TOTAL</b>	<b>173.2</b>	<b>120.0</b>		<b>33</b>	<b>73</b>	<b>1,727</b>	<b>881</b>	<b>432</b>		
CL: 68.1 %	COEFF	<b>NET BF/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	173.2	120.0		1,534	3,373					
DOUG FIR-L	173.2	120.0		812	1,785					
P PINE-L	173.2	120.0		1,560	3,430					
<b>TOTAL</b>	<b>173.2</b>	<b>120.0</b>		<b>3,905</b>	<b>8,589</b>	<b>1,727</b>	<b>881</b>	<b>432</b>		
CL: 68.1 %	COEFF	<b>V-BAR/ACRE</b>				<b># OF PLOTS REQ.</b>		<b>INF. POP.</b>		
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10		
DOUG FIR	173.2	120.0		115	253					
DOUG FIR-L	173.2	120.0		122	268					
P PINE-L	173.2	120.0		117	257					
<b>TOTAL</b>	<b>173.2</b>	<b>120.0</b>		<b>117</b>	<b>258</b>	<b>1,727</b>	<b>881</b>	<b>432</b>		

TC		Stand Table Summary														
TSTNDSUM		Project FROSTYFH														
T36N R31E S30 T00U1											T36N R31E S30 T00U1					
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page:	1		Date:	11/24/201				
36N	31E	30	FROSTY FH	00U1	106.54	21	60	Time:	11:42:34AM							
Spc	S T	Sample			Av	Trees/ BA/ Logs			Average Log		Net		Net	Totals		
		DBH	Trees	16'	Ht Tot	Acres	Acres	Acres	Net Cu.Ft.	Net Bd.Ft.	Tons/ Acres	Cu.Ft. Acres	Bd.Ft. Acres	Tons	Cunits	MBF
PP	L	9	1	70	34	2.109	.95	2.11	3.8	10.0	.19	8	21	21	9	2
PP	L	10	1	85	66	1.678	.95	3.36	5.3	25.0	.43	18	84	46	19	9
PP	L	13	2	79	66	2.072	1.90	5.24	7.0	30.0	.89	37	157	94	39	17
PP	L	16	2	84	71	1.331	1.90	3.99	11.0	55.0	1.05	44	220	112	47	23
PP	L	17	6	82	75	3.678	5.71	11.64	10.9	50.0	3.03	126	582	323	135	62
PP	L	18	2	84	64	1.079	1.90	3.24	12.5	60.0	.97	40	194	104	43	21
PP	L	19	3	85	62	1.468	2.86	3.89	15.2	71.3	1.43	59	278	152	63	30
PP	L	20	2	85	76	.887	1.90	3.12	15.5	81.4	1.16	48	254	124	52	27
PP	L	21	5	85	67	2.038	4.76	6.51	16.2	80.7	2.54	106	525	270	113	56
PP	L	22	2	84	71	.715	1.90	2.50	18.0	89.9	1.08	45	225	115	48	24
PP	L	23	2	86	67	.652	1.90	1.96	22.2	114.9	1.04	43	225	111	46	24
PP	L	24	2	86	63	.596	1.90	1.79	23.4	116.7	1.01	42	209	107	45	22
PP	L	25	1	79	65	.289	.95	.87	22.6	103.3	.47	20	89	50	21	10
PP	L	26	4	85	76	1.038	3.81	3.89	24.8	137.3	2.32	96	534	247	103	57
PP	L	27	3	86	77	.722	2.86	2.40	30.0	170.0	1.73	72	409	184	77	44
PP	L	28	2	84	91	.445	1.90	.89	28.1	152.5	.60	25	136	64	27	14
PP	L	30	1	84	86	.189	.95	.76	30.1	177.5	.61	23	134	65	24	14
PP	L	35	1	83	98	.143	.95	.72	39.7	234.0	.68	28	168	73	30	18
PP		Totals	42	82	67	21.130	40.00	58.87	15.0	75.5	21.23	882	4,444	2,262	940	473
PP		10	1	50	40	1.935	.95	1.93								
PP		12	2	83	74	2.449	1.90	4.90	7.5	35.0	.88	37	171	94	39	18
PP		13	2	85	72	1.945	1.90	5.83	7.3	35.0	1.02	43	204	109	45	22
PP		14	2	84	76	1.772	1.90	5.32	8.1	38.1	1.03	43	203	110	46	22
PP		15	2	84	73	1.512	1.90	4.54	9.8	48.4	1.07	45	220	114	48	23
PP		16	1	80	67	.727	.95	2.18	9.2	40.0	.48	20	87	52	21	9
PP		17	1	84	78	.619	.95	1.86	11.8	56.7	.52	22	105	56	23	11
PP		18	1	81	70	.545	.95	1.63	12.7	63.3	.50	21	104	53	22	11
PP		19	1	83	83	.494	.95	1.98	13.0	62.5	.61	26	124	65	27	13
PP		20	1	78	56	.432	.95	1.30	13.9	60.0	.43	18	78	46	19	8
PP		21	1	81	67	.411	.95	1.23	17.3	83.3	.51	21	103	54	23	11
PP		22	1	85	71	.354	.95	1.06	20.0	100.0	.51	21	106	54	23	11
PP		23	1	87	83	.342	.95	1.37	19.2	105.0	.63	26	144	67	28	15
PP		24	1	84	76	.298	.95	.89	25.4	140.0	.55	23	125	58	24	13
PP		Totals	18	79	68	13.835	17.14	36.02	10.1	49.2	8.75	365	1,773	933	389	189
Totals			60	81	67	34.965	57.14	94.89	13.1	65.5	29.98	1247	6,217	3,194	1,328	662

TC		Stand Table Summary														
TSTNDSUM		Project FROSTYFH														
T36N R30E S23 T00U2										T36N R30E S23 T00U2						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees			Page:	1					
36N	30E	23	FROSTY FH	00U2	280.71	58	105			Date:	11/24/201					
										Time:	11:42:34AM					
S Spc	T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
DF		7	1	79	35	1.220	.34	1.22	3.0	10.0	.11	4	12	32	10	3
DF		8	6	84	49	5.794	2.07	10.57	3.5	18.1	1.06	37	191	298	104	54
DF		9	3	81	54	2.399	1.03	3.94	4.7	23.9	.53	19	94	148	52	26
DF		10	6	81	49	3.794	2.07	7.59	5.2	23.3	1.11	39	177	310	110	50
DF		11	4	80	51	2.141	1.38	4.28	6.1	25.0	.74	26	107	209	73	30
DF		12	8	84	63	3.555	2.76	9.39	6.8	32.2	1.80	63	303	505	178	85
DF		13	2	82	55	.732	.69	1.82	8.0	36.1	.42	15	66	117	41	18
DF		14	2	81	62	.637	.69	1.91	8.7	38.4	.47	17	73	133	47	21
DF		15	4	83	69	1.156	1.38	3.44	9.9	45.0	.97	34	155	271	95	43
DF		16	2	81	69	.498	.69	1.73	10.2	48.8	.50	18	84	141	50	24
DF		17	3	82	75	.654	1.03	2.39	12.2	55.4	.83	29	132	232	82	37
DF		18	3	80	67	.594	1.03	1.59	15.3	73.7	.69	24	117	195	68	33
DF		23	1	80	70	.117	.34	.47	19.1	85.0	.26	9	40	72	25	11
DF		Totals	45	82	54	23.291	15.52	50.35	6.6	30.8	9.48	333	1,552	2,661	935	436
PP	L	9	4	87	57	3.047	1.38	3.05	3.9	23.0	.39	12	70	108	34	20
PP	L	10	6	85	48	3.880	2.07	5.16	5.3	26.3	.66	27	136	184	77	38
PP	L	11	1	86	45	.542	.34	.54	7.0	30.0	.09	4	16	26	11	5
PP	L	13	1	85	52	.380	.34	.76	8.6	45.0	.16	7	34	44	18	10
PP	L	14	7	85	62	2.322	2.41	4.97	9.3	41.2	1.10	46	205	308	130	57
PP	L	15	9	86	63	2.552	3.10	5.39	10.9	51.5	1.40	59	277	393	164	78
PP	L	16	2	87	63	.491	.69	1.22	11.6	54.0	.34	14	66	95	40	19
PP	L	18	1	82	60	.200	.34	.40	16.0	70.0	.15	6	28	43	18	8
PP	L	21	2	84	72	.290	.69	.73	19.8	95.6	.34	14	70	96	41	20
PP	L	27	2	70	70	.176	.69	.53	27.2	110.7	.34	14	59	96	40	16
PP	L	28	1	82	59	.078	.34	.24	29.4	140.0	.17	7	33	47	19	9
PP		Totals	36	85	56	13.958	12.41	22.98	9.2	43.2	5.14	211	994	1,441	592	279
PP		8	2	88	67	1.962	.69	1.96	4.5	24.6	.21	9	48	60	25	14
PP		9	2	87	57	1.431	.69	1.43	5.7	30.0	.19	8	43	55	23	12
PP		11	1	89	78	.486	.34	.97	6.8	35.0	.16	7	34	44	19	10
PP		12	1	86	66	.470	.34	.94	7.2	35.0	.16	7	33	46	19	9
PP		13	1	88	77	.368	.34	1.11	7.4	36.7	.20	8	41	55	23	11
PP		14	1	89	60	.347	.34	.69	8.9	45.0	.15	6	31	42	17	9
PP		15	1	85	82	.293	.34	.88	9.4	46.7	.20	8	41	56	23	11
PP		16	1	87	68	.253	.34	.51	12.7	70.0	.15	6	35	43	18	10
PP		18	1	86	53	.191	.34	.38	17.0	75.0	.16	6	29	44	18	8
PP		21	1	82	75	.139	.34	.42	18.5	93.3	.19	8	39	52	22	11
PP		22	1	85	75	.129	.34	.39	21.0	110.0	.20	8	43	55	23	12
PP		Totals	13	87	66	6.071	4.48	9.68	8.5	43.0	1.96	82	417	551	230	117
DF	L	8	2	83	48	1.928	.69	2.87	3.7	20.0	.31	11	57	87	30	16
DF	L	9	2	81	48	1.750	.69	1.75	4.4	20.0	.22	8	35	61	21	10
DF	L	10	3	82	49	1.872	1.03	3.12	5.9	26.0	.52	18	81	145	52	23
DF	L	11	1	82	40	.523	.34	1.05	5.7	15.0	.17	6	16	48	17	4
DF	L	12	1	85	56	.411	.34	.82	8.6	45.0	.20	7	37	56	20	10
DF	L	17	1	75	44	.224	.34	.45	13.7	50.0	.17	6	22	49	17	6
DF		Totals	10	82	48	6.708	3.45	10.06	5.5	24.7	1.59	56	249	447	156	70
WL	L	20	1	87	90	.166	.34	.67	16.6	82.5	.26	11	55	74	31	15
WL		Totals	1	87	90	.166	.34	.67	16.6	82.5	0.26	11	55	74	31	15
Totals			105	84	56	50.193	36.21	93.73	7.4	34.8	18.44	692	3,266	5,175	1,944	917

TC		Stand Table Summary														
TSTNDSUM		Project FROSTYFH														
T36N R30E S23 T00U3										T36N R30E S23 T00U3						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees			Page:	1					
36N	30E	23	FROSTY FH	00U3	90.45	17	38			Date:	11/24/201					
										Time:	11:42:34AM					
S Spc	T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
DF		7	1	85	72	4.402	1.18	8.80	2.7	20.0	.68	24	176	61	22	16
DF		8	4	85	72	14.233	4.71	21.52	3.8	21.5	2.30	81	463	208	73	42
DF		9	2	87	73	5.153	2.35	12.91	4.3	24.0	1.58	55	310	142	50	28
DF		10	1	81	78	2.033	1.18	6.10	5.1	26.7	.89	31	163	80	28	15
DF		11	1	77	53	1.849	1.18	3.70	6.2	25.0	.66	23	92	59	21	8
DF		12	1	80	63	1.426	1.18	4.28	6.5	26.7	.79	28	114	71	25	10
DF		16	1	81	76	.875	1.18	3.50	9.4	45.0	.93	33	158	84	30	14
DF		18	1	82	57	.666	1.18	1.33	17.8	85.0	.68	24	113	61	21	10
DF		19	1	79	69	.585	1.18	1.76	16.6	73.3	.83	29	129	75	26	12
DF		22	1	82	56	.446	1.18	1.34	20.5	100.0	.78	27	134	71	25	12
DF		23	1	84	55	.401	1.18	1.20	22.3	100.0	.76	27	120	69	24	11
DF		Totals	15	84	70	32.069	17.65	66.44	5.7	29.7	10.87	382	1,971	983	345	178
PP	L	10	2	75	36	4.547	2.35	4.55	5.4	24.7	.59	24	113	53	22	10
PP	L	16	1	83	59	.812	1.18	1.62	13.0	60.0	.51	21	97	46	19	9
PP	L	19	1	85	48	.610	1.18	1.22	16.6	75.0	.49	20	92	44	18	8
PP	L	20	1	82	52	.550	1.18	1.10	18.6	85.0	.49	20	94	44	19	8
PP	L	21	1	86	70	.513	1.18	1.54	16.9	83.3	.63	26	128	57	24	12
PP	L	22	1	88	53	.434	1.18	.87	24.5	130.0	.51	21	113	46	19	10
PP	L	24	1	82	87	.384	1.18	1.54	20.8	107.5	.77	32	165	69	29	15
PP	L	27	1	83	61	.287	1.18	.86	29.0	140.0	.60	25	121	54	23	11
PP	L	28	1	80	72	.267	1.18	.80	31.4	170.0	.61	25	136	55	23	12
PP	L	29	2	84	85	.510	2.35	1.78	33.2	190.3	1.42	59	338	128	53	31
PP	L	30	1	85	74	.235	1.18	.70	39.7	216.7	.67	28	153	61	25	14
PP	L	32	1	85	78	.207	1.18	.62	44.6	253.3	.67	28	157	60	25	14
PP		Totals	14	80	51	9.357	16.47	17.20	19.2	99.2	7.93	330	1,707	717	299	154
DF	L	10	1	85	75	1.994	1.18	5.98	5.1	26.7	.87	30	160	79	27	14
DF	L	11	5	82	74	8.983	5.88	25.10	5.6	26.4	3.99	140	663	361	127	60
DF		Totals	6	83	74	10.978	7.06	31.08	5.5	26.5	4.86	170	823	440	154	74
PP		15	1	83	59	.921	1.18	1.84	11.0	50.0	.48	20	92	44	18	8
PP		16	1	85	81	.886	1.18	2.66	11.1	56.7	.71	29	151	64	27	14
PP		19	1	85	55	.610	1.18	1.22	17.0	85.0	.50	21	104	45	19	9
PP		Totals	3	84	66	2.418	3.53	5.72	12.3	60.6	1.69	70	347	153	64	31
Totals			38	83	67	54.822	44.71	120.45	7.9	40.2	25.35	953	4,847	2,293	862	438

TC		Stand Table Summary														
TSTNDSUM		Project FROSTYFH														
T36N R30E S27 T00U4											T36N R30E S27 T00U4					
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page:								
36N	30E	27	FROSTY FH	00U4	41.46	6	20	1	Date:	11/24/201		Time: 11:42:34AM				
S Spc	T	Av			Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		Sample DBH	FF Trees	Ht 16'				Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
DF		7	1	73	39	11.468	3.33	11.47	3.9	20.0	1.27	45	229	53	18	10
DF		11	1	82	39	4.872	3.33	9.74	5.8	20.0	1.61	56	195	67	23	8
DF		12	1	83	42	4.106	3.33	8.21	7.2	30.0	1.69	59	246	70	25	10
DF		14	1	77	47	3.353	3.33	6.71	8.6	30.0	1.64	57	201	68	24	8
DF		15	2	81	63	5.435	6.67	16.31	9.8	43.3	4.56	160	707	189	66	29
DF		16	1	81	59	2.358	3.33	7.07	10.6	46.7	2.14	75	330	89	31	14
DF		Totals	7	78	46	31.593	23.33	59.51	7.6	32.1	12.91	453	1,909	535	188	79
PP		8	1	79	40	9.315	3.33	9.31	3.3	10.0	.73	30	93	30	13	4
PP		10	1	80	57	6.631	3.33	6.63	5.7	30.0	.90	38	199	37	16	8
PP		12	1	82	52	4.244	3.33	8.49	5.9	25.0	1.21	50	212	50	21	9
PP		15	2	78	56	5.433	6.67	10.87	10.2	40.1	2.67	110	436	111	46	18
PP		21	1	84	75	1.399	3.33	4.20	18.5	93.3	1.86	77	392	77	32	16
PP		Totals	6	80	51	27.023	20.00	39.50	7.8	33.7	7.38	306	1,332	306	127	55
PP	L	10	1	82	60	5.991	3.33	5.99	5.7	30.0	.82	34	180	34	14	7
PP	L	13	1	76	36	3.911	3.33	3.91	9.0	20.0	.85	35	78	35	15	3
PP	L	14	1	84	56	3.074	3.33	6.15	9.1	45.0	1.35	56	277	56	23	11
PP	L	15	2	77	54	5.814	6.67	11.63	9.6	40.0	2.69	112	465	111	46	19
PP	L	21	1	87	40	1.454	3.33	2.91	20.1	95.0	1.40	59	276	58	24	11
PP		Totals	6	80	51	20.244	20.00	30.59	9.7	41.7	7.11	296	1,276	295	123	53
DF	L	22	1	82	65	1.229	3.33	3.69	23.0	110.0	2.41	85	406	100	35	17
DF		Totals	1	82	65	1.229	3.33	3.69	23.0	110.0	2.41	85	406	100	35	17
Totals			20	79	49	80.090	66.67	133.28	8.6	36.9	29.81	1140	4,922	1,236	473	204

TC		TSTNDSUM											Stand Table Summary				
Project													FROSTYFH				
T36N R30E S34 T00U5											T36N R30E S34 T00U5						
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1					
36N	30E	34	FROSTY FH		00U5	19.38	4	10			Date:	11/24/201					
											Time:	11:42:34AM					
Spc	T	DBH	Sample Trees	FF	Av Ht	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
									Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF	
PP	L	18	1	82	68	2.893	5.00	8.68	12.7	63.3	2.65	111	550	51	21	11	
PP	L	26	1	88	106	1.325	5.00	6.63	24.7	142.0	3.92	164	941	76	32	18	
PP	L	29	1	81	111	1.068	5.00	5.34	29.1	172.0	3.73	156	918	72	30	18	
PP		Totals	3	83	86	5.287	15.00	20.65	20.8	116.7	10.31	430	2,409	200	83	47	
DF		8	1	77	55	15.871	5.00	15.87	3.9	20.0	1.76	62	317	34	12	6	
DF		16	1	80	62	3.719	5.00	11.16	9.8	40.0	3.17	109	446	61	21	9	
DF		19	1	83	76	2.622	5.00	10.49	13.3	60.0	3.96	139	629	77	27	12	
DF		Totals	3	78	59	22.212	15.00	37.52	8.3	37.1	8.88	310	1,393	172	60	27	
DF	L	8	1	73	54	13.972	5.00	13.97	4.6	20.0	1.84	65	279	36	13	5	
DF	L	22	1	79	60	1.983	5.00	5.95	19.1	76.7	3.26	114	456	63	22	9	
DF		Totals	2	74	55	15.956	10.00	19.92	8.9	36.9	5.10	178	736	99	35	14	
PP		11	1	77	54	8.007	5.00	8.01	6.5	30.0	1.25	52	240	24	10	5	
PP		15	1	84	66	4.360	5.00	13.08	8.3	36.7	2.57	109	480	50	21	9	
PP		Totals	2	79	58	12.367	10.00	21.09	7.6	34.1	3.82	161	720	74	31	14	
Totals			10	78	60	55.822	50.00	99.17	10.9	53.0	28.11	1079	5,257	545	209	102	

TC		Stand Table Summary														
Project													FROSTYFH			
T36N R30E S36 T00U6										T36N R30E S36 T00U6						
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	Page:	1			Date:	11/24/201			
36N	30E	36	FROSTY FH	00U6	117.21	23	58	Time:	11:42:34AM							
S Spc	T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
PP	L	10	2	71	46	3.068	1.74	3.07	6.4	20.0	.47	20	61	55	23	7
PP	L	11	1	73	58	1.318	.87	1.32	7.4	30.0	.23	10	40	27	11	5
PP	L	12	2	73	45	2.274	1.74	2.27	8.0	25.2	.45	18	57	53	21	7
PP	L	13	1	84	79	.973	.87	1.95	8.1	35.0	.38	16	68	44	18	8
PP	L	14	2	81	64	1.662	1.74	3.32	9.1	37.6	.73	30	125	86	36	15
PP	L	15	5	82	74	3.508	4.35	9.84	10.0	46.3	2.38	99	455	279	116	53
PP	L	16	1	77	56	.639	.87	1.28	11.6	50.0	.36	15	64	42	17	7
PP	L	17	2	84	65	1.130	1.74	3.39	11.1	51.7	.91	38	175	107	44	21
PP	L	18	1	85	72	.498	.87	1.49	13.6	66.7	.49	20	100	57	24	12
PP	L	19	3	83	58	1.353	2.61	3.16	15.4	68.5	1.16	49	217	137	57	25
PP	L	20	1	85	75	.403	.87	1.21	17.2	86.7	.50	21	105	58	24	12
PP	L	21	1	78	63	.362	.87	1.08	15.6	56.7	.41	17	61	47	20	7
PP	L	22	1	88	91	.318	.87	1.27	20.0	110.0	.61	25	140	72	30	16
PP	L	23	2	88	65	.619	1.74	1.55	23.8	126.0	.89	37	195	104	43	23
PP	L	25	4	86	83	1.019	3.48	3.58	25.2	139.6	2.17	90	500	254	106	59
PP	L	26	1	80	90	.238	.87	.95	24.2	112.5	.55	23	107	64	27	13
PP	L	28	1	88	72	.200	.87	.60	35.3	200.0	.51	21	120	60	25	14
PP	L	32	1	91	86	.161	.87	.64	40.3	232.5	.62	26	149	73	30	18
PP		Totals	32	79	63	19.741	27.83	41.98	13.7	65.3	13.80	574	2,739	1,618	673	321
DF		12	3	80	62	3.314	2.61	8.74	6.6	27.4	1.65	58	240	193	68	28
DF		14	2	78	59	1.663	1.74	4.18	8.8	36.1	1.06	37	151	124	43	18
DF		16	1	80	52	.631	.87	1.26	13.3	55.0	.48	17	69	56	20	8
DF		17	2	78	69	1.097	1.74	3.29	12.9	55.0	1.20	42	181	141	50	21
DF		18	4	79	60	1.952	3.48	5.86	13.5	54.2	2.23	79	317	262	93	37
DF		20	2	81	66	.822	1.74	2.05	19.2	88.0	1.12	39	180	131	46	21
DF		24	1	88	89	.281	.87	1.13	25.3	147.5	.81	29	166	95	33	19
DF		Totals	15	80	62	9.760	13.04	26.49	11.4	49.2	8.55	301	1,304	1,002	352	153
DF	L	25	1	82	95	.266	.87	1.06	26.6	145.0	.81	28	154	94	33	18
DF	L	28	2	73	71	.413	1.74	1.43	30.6	136.4	1.25	44	195	146	51	23
DF	L	29	1	87	107	.186	.87	.93	36.5	176.0	.96	34	163	113	40	19
DF	L	33	1	88	91	.147	.87	.59	50.5	290.0	.85	30	171	99	35	20
DF		Totals	5	80	87	1.011	4.35	4.01	33.8	170.4	3.86	136	684	453	159	80
PP		16	1	82	84	.607	.87	1.82	11.8	56.7	.51	21	103	60	25	12
PP		19	2	82	74	.856	1.74	2.57	14.9	69.9	.91	38	180	107	45	21
PP		20	1	87	79	.403	.87	1.21	17.4	90.0	.50	21	109	59	25	13
PP		21	1	85	70	.372	.87	1.12	16.9	76.7	.45	19	86	53	22	10
PP		23	1	74	61	.315	.87	.94	17.4	66.7	.40	16	63	46	19	7
PP		Totals	6	82	75	2.553	5.22	7.66	15.1	70.5	2.78	116	540	326	136	63
Totals		58	80	64	33.065	50.43	80.15	14.1	65.7	28.99	1126	5,267	3,398	1,320	617	

TC		TSTNDSUM														
Stand Table Summary																
Project FROSTYFH																
T36N R30E S36 T00U7												T36N R30E S36 T00U7				
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1				
36N	30E	36	FROSTY FH		00U7	288.01	61	154			Date:	11/24/201				
											Time:	11:42:34AM				
Spc	S T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
PP	L	9	2	69	40	1.422	.66	1.42	1.8	4.8	.14	3	7	41	8	2
PP	L	10	2	82	53	1.202	.66	1.20	6.4	30.0	.19	8	36	53	22	10
PP	L	11	2	74	61	1.014	.66	1.49	6.2	26.8	.22	9	40	64	27	12
PP	L	12	4	83	57	1.700	1.31	3.40	6.6	28.8	.54	22	98	155	65	28
PP	L	13	4	81	59	1.457	1.31	2.91	8.0	33.8	.55	23	98	159	67	28
PP	L	14	5	83	84	1.491	1.64	4.76	8.2	41.2	.94	39	196	271	113	56
PP	L	15	6	82	63	1.647	1.97	3.84	10.0	42.8	.91	38	164	263	110	47
PP	L	16	9	84	83	2.054	2.95	6.62	10.9	53.3	1.73	72	353	498	208	102
PP	L	17	8	83	71	1.675	2.62	4.79	12.1	57.4	1.39	58	275	400	167	79
PP	L	18	3	80	71	.557	.98	1.67	12.6	50.0	.50	21	84	145	61	24
PP	L	19	11	83	71	1.845	3.61	5.38	14.8	69.6	1.91	80	375	550	230	108
PP	L	20	5	83	82	.750	1.64	2.84	15.0	71.7	1.02	43	204	295	123	59
PP	L	21	4	82	69	.550	1.31	1.52	18.5	86.9	.67	28	132	194	81	38
PP	L	22	3	86	58	.372	.98	.99	19.4	90.3	.46	19	90	134	55	26
PP	L	23	4	82	81	.455	1.31	1.48	20.6	99.3	.74	31	147	212	88	42
PP	L	24	3	83	82	.308	.98	1.13	21.8	111.7	.59	25	126	170	71	36
PP	L	25	6	83	75	.582	1.97	2.04	22.4	115.9	1.13	46	236	325	132	68
PP	L	26	4	84	85	.360	1.31	1.44	24.4	132.9	.84	35	191	243	101	55
PP	L	27	4	85	89	.333	1.31	1.33	26.7	147.5	.85	36	196	246	102	57
PP	L	43	1	78	75	.033	.33	.13	29.8	287.5	.18	4	38	51	11	11
PP		Totals	90	81	68	19.810	29.51	50.41	12.7	61.2	15.52	639	3,086	4,469	1,841	889
DF		7	1	85	33	1.227	.33	1.23	3.0	20.0	.11	4	25	33	11	7
DF		12	2	80	72	.801	.66	2.80	6.3	29.9	.50	18	84	144	51	24
DF		13	6	80	66	2.199	1.97	6.65	7.1	32.1	1.34	47	214	387	136	62
DF		14	8	80	71	2.524	2.62	8.18	8.1	36.1	1.88	66	295	542	190	85
DF		15	4	82	75	1.077	1.31	3.51	9.7	47.6	.97	34	167	280	98	48
DF		16	3	80	79	.714	.98	2.84	9.7	44.9	.78	28	128	225	79	37
DF		17	6	80	76	1.271	1.97	4.87	11.0	49.5	1.53	54	241	440	155	69
DF		19	2	78	75	.342	.66	1.20	14.0	65.8	.48	17	79	138	49	23
DF		20	2	78	73	.303	.66	1.05	15.9	71.4	.48	17	75	137	48	22
DF		21	3	80	85	.414	.98	1.80	16.2	80.0	.83	29	144	239	84	41
DF		23	2	79	73	.231	.66	.69	23.1	100.0	.46	16	69	131	46	20
DF		Totals	39	81	68	11.102	12.79	34.83	9.4	43.7	9.36	329	1,521	2,696	946	438
PP		10	1	70	44	.601	.33	.60	5.9	20.0	.09	4	12	25	10	3
PP		11	1	77	79	.463	.33	.93	6.2	25.0	.14	6	23	40	17	7
PP		12	1	76	73	.411	.33	.82	7.0	30.0	.14	6	25	40	17	7
PP		14	1	82	78	.330	.33	.99	7.8	36.7	.18	8	36	53	22	10
PP		16	1	80	77	.235	.33	.70	9.9	46.7	.17	7	33	48	20	9
PP		18	1	82	65	.183	.33	.55	12.7	53.3	.17	7	29	48	20	8
PP		19	2	84	74	.348	.66	1.04	14.5	68.4	.36	15	71	103	43	20
PP		20	1	83	82	.149	.33	.60	14.5	72.5	.21	9	43	59	25	12
PP		21	1	88	91	.131	.33	.53	18.1	95.0	.23	9	50	66	27	14
PP		22	1	78	47	.130	.33	.26	20.0	45.0	.12	5	12	36	15	3
PP		24	2	83	71	.212	.66	.74	20.7	101.2	.37	15	75	106	44	22
PP		Totals	13	79	69	3.192	4.26	7.75	11.7	52.8	2.16	90	409	622	260	118
DF	L	13	1	82	47	.361	.33	.72	9.0	35.0	.18	6	25	52	19	7
DF	L	26	2	78	79	.183	.66	.73	24.9	119.9	.52	18	88	150	53	25
DF	L	28	1	78	83	.075	.33	.30	31.8	157.5	.27	9	47	77	27	14
DF	L	30	1	82	94	.067	.33	.27	38.9	225.0	.30	10	60	85	30	17
DF	L	31	2	78	69	.126	.66	.44	37.4	183.9	.47	16	81	135	47	23

TC		TSTNDSUM											Stand Table Summary				
Project														FROSTYFH			
T36N R30E S36 T00U7											T36N R30E S36 T00U7						
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	2					
36N	30E	36	FROSTY FH		00U7	288.01	61	154			Date:	11/24/201					
											Time:	11:42:34AM					
Spc	T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/Acre	BA/Acre	Logs/Acre	Average Log		Net Tons/Acre	Net Cu.Ft./Acre	Net Bd.Ft./Acre	Totals			
									Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF	
DF	L	32	1	79	100	.059	.33	.24	42.3	235.0	.29	10	56	82	29	16	
DF		Totals		8	80	67	.871	2.62	2.70	26.3	132.3	2.02	71	357	582	205	103
WL	L	26	1	88	90	.092	.33	.46	23.9	140.0	.26	11	64	76	32	18	
WL	L	30	1	87	136	.066	.33	.46	32.4	210.0	.36	15	98	104	43	28	
WL		Totals		2	88	109	.158	.66	.92	28.2	175.2	0.62	26	162	180	75	47
WL		14	1	81	87	.316	.33	1.26	7.3	35.0	.22	9	44	64	27	13	
WL		24	1	86	102	.103	.33	.52	22.3	126.0	.28	12	65	80	33	19	
WL		Totals		2	82	91	.419	.66	1.78	11.7	61.5	0.50	21	109	144	60	32
Totals				154	81	69	35.553	50.49	98.39	12.0	57.4	30.19	1176	5,644	8,694	3,387	1,626

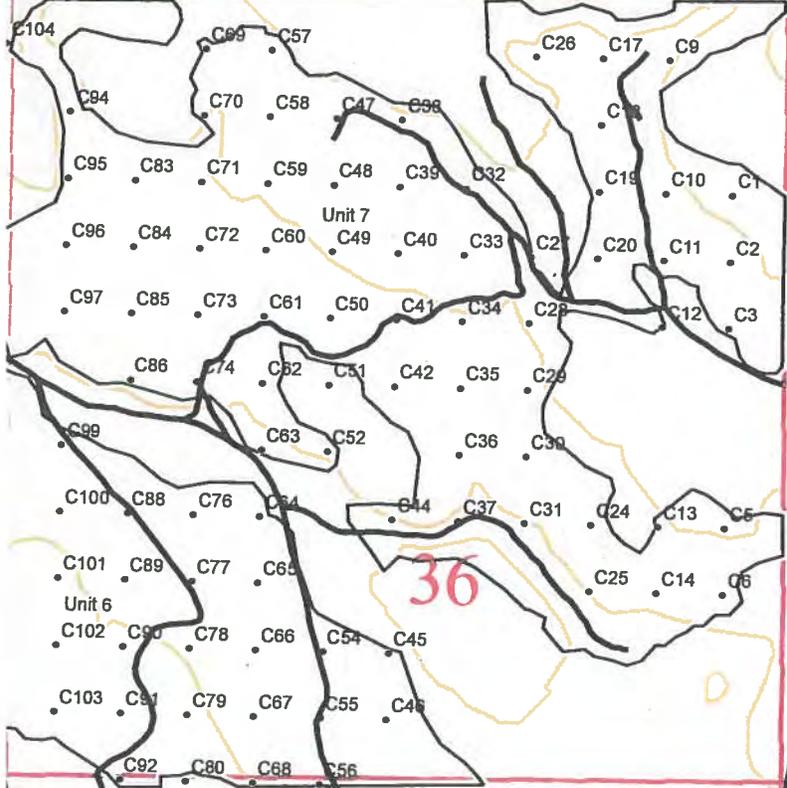
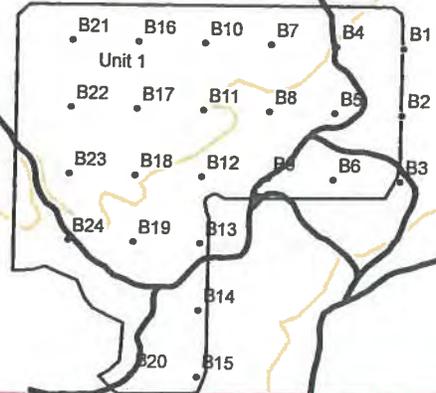
TC		Stand Table Summary														
TSTNDSUM		Project FROSTYFH														
T35N R31E S16 T00U8											T35N R31E S16 T00U8					
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1				
35N	31E	16	FROSTY FH		00U8	82.38	17	65			Date:	11/24/201				
											Time:	11:42:34AM				
S Spc	T	Sample		Av	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals			
		DBH	Trees	FF 16'				Ht Tot	Net Cu.Ft.				Net Bd.Ft.	Tons	Cunits	MBF
DF		7	1	87	46	6.620	1.98	6.62	3.0	16.0	.70	20	106	58	16	9
DF		9	6	82	57	23.880	10.26	43.66	3.6	19.8	5.64	158	866	465	130	71
DF		10	4	80	59	13.257	7.11	28.63	3.9	19.7	4.03	113	564	332	93	46
DF		11	5	81	64	11.224	7.48	27.73	4.7	21.5	4.67	131	595	384	108	49
DF		15	2	78	95	1.998	2.35	6.96	7.4	34.4	1.83	51	239	150	42	20
DF		16	1	82	89	1.364	1.98	5.46	8.9	42.0	1.73	48	229	142	40	19
DF		18	2	82	89	2.302	3.95	9.21	10.8	54.0	3.51	99	497	289	82	41
DF		19	1	81	82	1.004	1.98	4.02	11.5	54.0	1.64	46	217	135	38	18
DF		20	2	81	71	1.089	2.35	3.81	13.0	61.8	1.76	49	235	145	41	19
DF		22	2	84	92	1.204	3.15	5.14	15.5	85.0	2.84	80	437	234	66	36
DF		Totals	26	82	62	63.941	42.60	141.23	5.6	28.2	28.34	796	3,985	2,334	656	328
PP	L	11	1	81	69	2.942	1.98	5.88	6.2	25.0	.88	37	147	72	30	12
PP	L	13	1	78	59	2.212	1.98	4.42	7.5	30.0	.79	33	133	65	27	11
PP	L	14	1	84	87	1.773	1.98	5.32	8.9	43.3	1.13	47	230	93	39	19
PP	L	16	1	80	70	1.364	1.98	4.09	10.0	40.0	.99	41	164	82	34	13
PP	L	17	2	84	90	2.482	3.95	9.93	11.0	54.9	2.62	109	545	216	90	45
PP	L	18	2	86	90	2.278	3.95	8.02	12.9	65.8	2.47	104	528	204	85	43
PP	L	19	1	88	75	.994	1.98	2.98	16.0	83.3	1.15	48	248	95	39	20
PP	L	20	1	84	90	.944	1.98	3.77	14.1	70.0	1.27	53	264	105	44	22
PP	L	22	1	77	88	.729	1.98	2.92	16.6	80.0	1.16	48	233	96	40	19
PP	L	24	3	80	104	1.920	5.93	9.60	18.3	89.4	4.21	176	858	347	145	71
PP	L	26	1	90	61	.317	1.18	.95	28.9	163.3	.66	27	155	54	23	13
PP	L	45	1	88	90	.181	1.98	.36	111.0	530.0	.96	40	191	79	33	16
PP		Totals	16	82	81	18.134	30.83	58.25	13.1	63.5	18.31	763	3,697	1,508	628	305
PP		10	1	85	43	2.157	1.18	2.16	5.7	24.0	.37	12	52	30	10	4
PP		11	3	81	51	8.083	5.13	10.92	5.4	21.9	1.74	59	239	143	49	20
PP		12	1	80	76	2.560	1.98	5.12	5.6	24.0	.86	29	123	71	24	10
PP		13	3	80	67	4.714	4.33	9.43	6.7	30.6	1.87	63	288	154	52	24
PP		14	1	79	69	1.903	1.98	5.71	6.0	24.0	1.01	34	137	83	28	11
PP		15	1	83	71	1.590	1.98	4.77	7.4	34.7	1.06	35	165	87	29	14
PP		16	1	84	85	1.364	1.98	5.46	7.4	36.0	1.22	41	196	100	33	16
PP		17	1	77	74	1.284	1.98	3.85	8.7	34.7	1.00	34	134	82	28	11
PP		18	1	85	52	.704	1.18	1.41	11.8	56.0	.50	17	79	41	14	6
PP		19	1	81	79	1.015	1.98	3.04	11.3	53.3	1.03	34	162	85	28	13
PP		20	1	75	70	.915	1.98	2.75	11.6	42.7	.95	32	117	78	26	10
PP		Totals	15	81	63	26.290	25.65	54.62	7.1	31.0	11.60	389	1,693	955	321	139
DF	L	18	1	85	70	.704	1.18	2.11	14.4	70.0	.86	30	148	71	25	12
DF	L	21	1	77	81	.499	1.18	1.99	16.5	75.0	.93	33	150	77	27	12
DF	L	28	1	82	88	.466	1.98	2.33	30.0	172.0	1.99	70	400	164	58	33
DF	L	30	1	80	79	.240	1.18	.96	34.5	172.5	.94	33	165	78	27	14
DF		Totals	4	82	78	1.908	5.51	7.39	22.5	116.8	4.74	166	863	390	137	71
WL	L	16	1	90	92	.898	1.18	3.59	11.0	57.5	.96	40	206	79	33	17
WL	L	19	1	87	128	.983	1.98	5.90	14.5	81.7	2.05	86	482	169	70	40
WL		Totals	2	88	111	1.881	3.15	9.49	13.2	72.5	3.01	125	688	248	103	57
WL		11	1	85	70	3.288	1.98	9.86	4.1	21.3	1.21	40	210	100	33	17
WL		16	1	81	65	1.381	1.98	4.14	9.1	32.0	1.13	38	133	93	31	11
WL		Totals	2	84	69	4.669	3.95	14.01	5.6	24.5	2.34	78	343	192	64	28

TC TSTNDSUM													Stand Table Summary			
Project													FROSTYFH			
T35N R31E S16 T00U8										T35N R31E S16 T00U8						
Twp Rge Sec Tract				Type		Acres		Plots		Sample Trees		Page: 2				
35N 31E 16 FROSTY FH				00U8		82.38		17		65		Date: 11/24/201				
													Time: 11:42:34AM			
S Spc	T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals		
									Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
Totals			65	82	66	116.824	111.70	284.98	8.1	39.5	68.32	2317	11,270	5,628	1,909	928

TC		TSTNDSUM											Stand Table Summary			
Project														FROSTYFH		
T35N R31E S16 T00U9											T35N R31E S16 T00U9					
Twp	Rge	Sec	Tract		Type	Acres	Plots	Sample Trees			Page:	1				
35N	31E	16	FROSTY FH		00U9	8.80	3	5			Date:	11/24/201				
											Time:	11:42:34AM				
Spc	T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/Acre	BA/Acre	Logs/Acre	Average Log		Net Tons/Acre	Net Cu.Ft./Acre	Net Bd.Ft./Acre	Totals		
									Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF
PP	L	19	1	81	63	3.495	6.67	10.49	13.1	56.7	3.29	137	594	29	12	5
PP	L	27	1	89	86	1.664	6.67	6.66	28.6	145.0	4.58	191	965	40	17	8
PP		Totals	2	84	70	5.160	13.33	17.14	19.1	91.0	7.87	328	1,560	69	29	14
DF		13	1	77	66	6.910	6.67	20.73	7.4	30.0	4.39	154	622	39	14	5
DF		14	1	77	86	6.512	6.67	26.05	7.4	35.0	5.47	192	912	48	17	8
DF		Totals	2	77	76	13.422	13.33	46.78	7.4	32.8	9.87	346	1,534	87	30	13
DF	L	16	1	77	73	4.775	6.67	19.10	9.1	42.5	4.98	175	812	44	15	7
DF		Totals	1	77	73	4.775	6.67	19.10	9.1	42.5	4.98	175	812	44	15	7
Totals			5	78	74	23.357	33.33	83.02	10.2	47.0	22.71	849	3,905	200	75	34

25

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31

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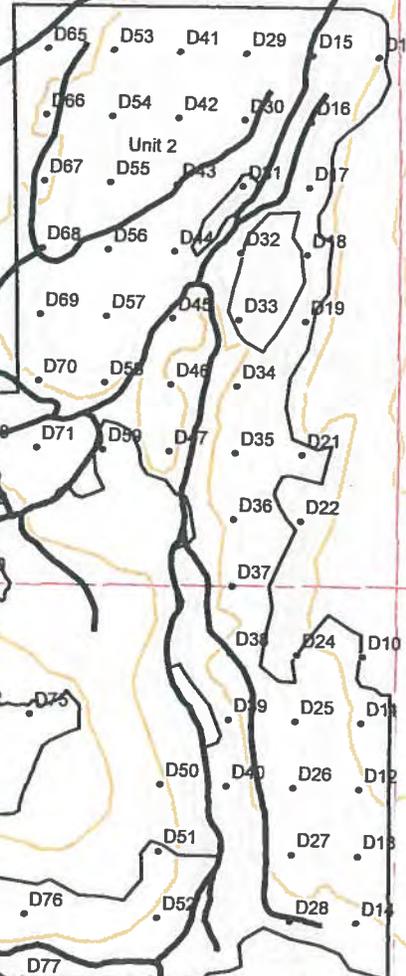
1

6

Cape Labelle Rd

22

23

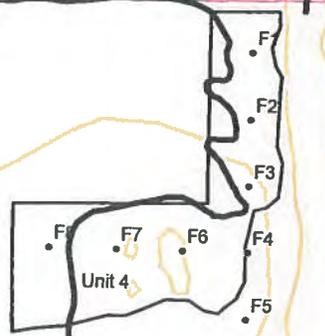


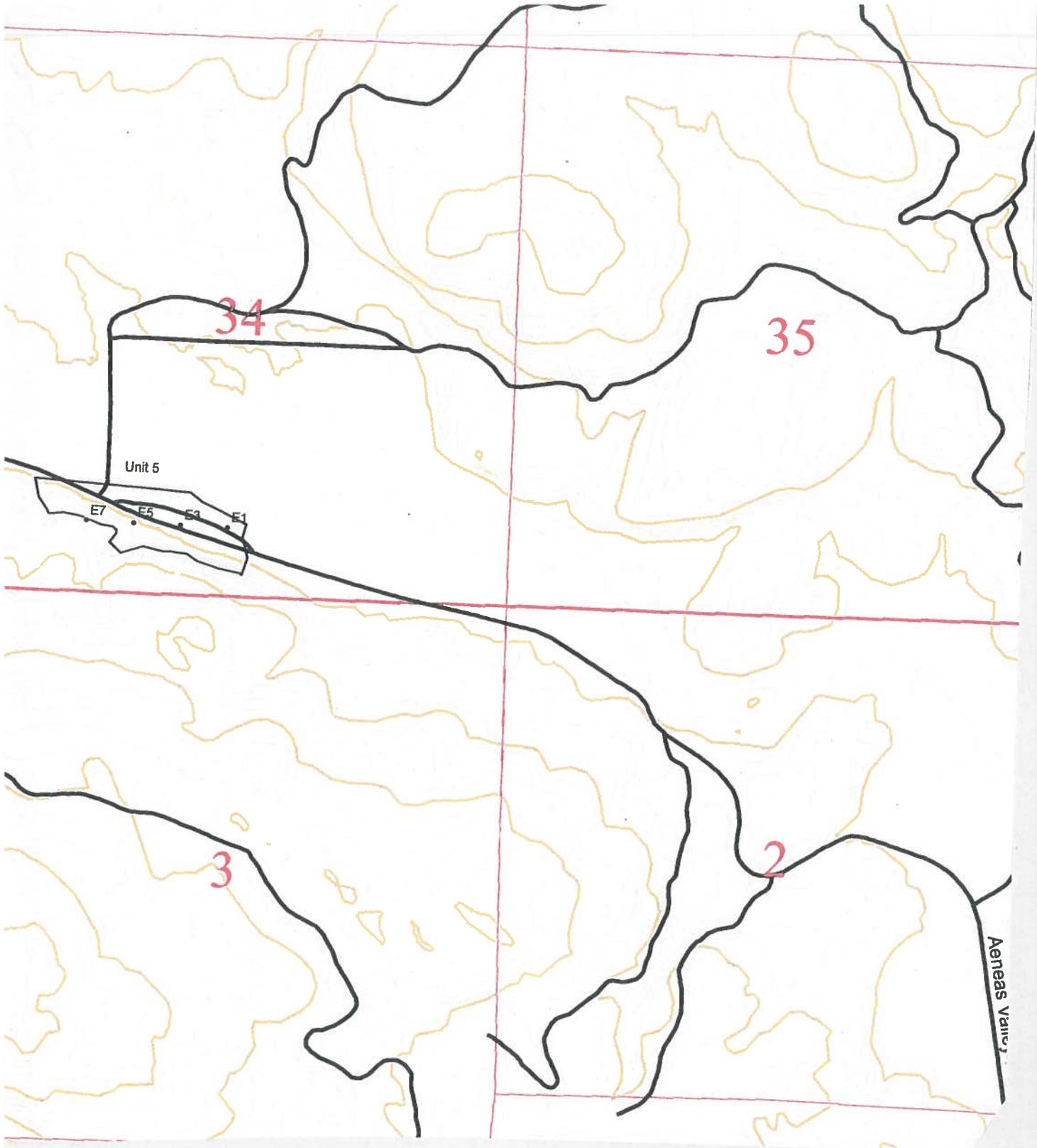
Rd

27

26

R30E





34

35

Unit 5

E7

E5

E3

E1

3

2

Aeneas Valley

5R31E

4

3

9

10

- 1
- 2
- 3

Unit 9

A22 A17

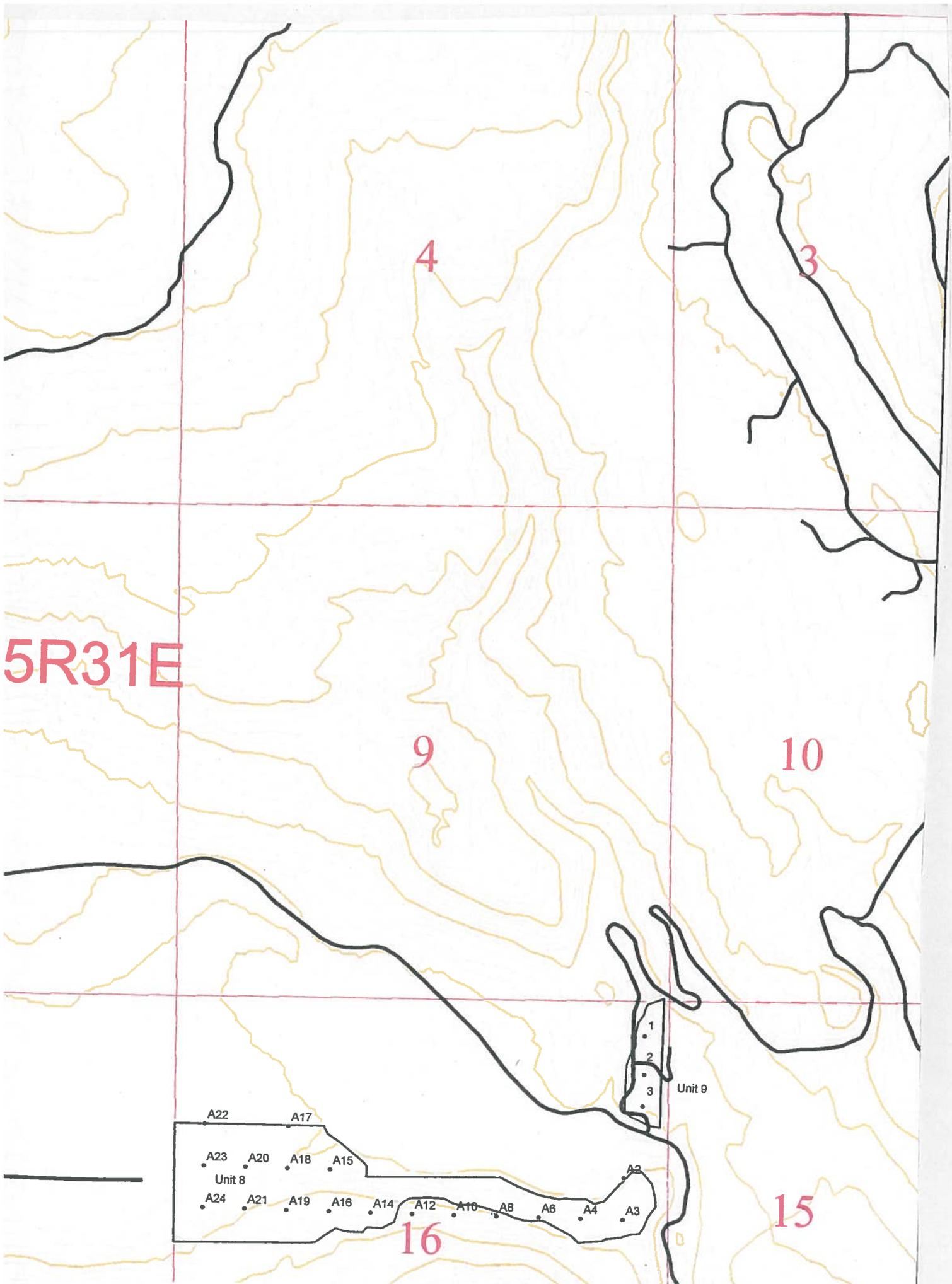
A23 A20 A18 A15

Unit 8

A24 A21 A19 A16 A14 A12 A10 A8 A6 A4 A3

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

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

**FPA/N No:** 3020647  
**Effective Date:** 12/30/15  
**Expiration Date:** 12/30/18  
**Shut Down Zone:** 687 W  
**EARR Tax Credit:**  Eligible     Non-eligible  
**Reference:** DNR  
 Frosty FH FIT

**Decision**

- Notification**      Operations shall not begin before the effective date.
- Approved**          This Forest Practices Application is subject to the conditions listed below.
- Disapproved**      This Forest Practices Application is disapproved for the reasons listed below.
- Closed**              Applicant has withdrawn FPA/N.

**FPA/N Classification**

Class II     Class III     Class IVG     Class IVS

**Number of Years Granted on Multi-Year Request**

4 years     5 years

**Conditions on Approval / Reasons for Disapproval**

No Conditions

**Issued By:** Shane Knowlton      **Region:** Northeast  
**Title:** Forest Practices Forester      **Date:** 12/30/15  
**Copies to:**     Landowner, Timber Owner and Operator.  
**Issued in person:**     Landowner  Timber Owner  Operator By: JS