



TIMBER NOTICE OF SALE

SALE NAME: RIDGE WALKER SORTS

AGREEMENT NOS: 30-092313-30-092326

AUCTION: November 19, 2015 starting at 10:00 a.m.

COUNTY: Cowlitz

Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 15 miles east of Toutle

PRODUCTS SOLD

AND SALE AREA:

All timber, except leave trees bounded by yellow "Leave Tree Area" tags and pink flagging and individual leave trees banded with blue paint or banded with two rings of orange paint bounded by the following: white "Timber Sale Boundary" tags, the 2700 road, the 2772 road and the 2704A road in Unit 1; white "Timber Sale Boundary" tags, blue "Special Mgmt Boundary" tags, the 2700 road, the 2704 road, the 2704A road and reprod in Unit 2; white "Timber Sale Boundary" tags, the 2700 road, the 2705 road and reprod in Unit 3; white "Timber Sale Boundary" tags, the 2705 road, the 2705B road and the 2708 road in Unit 4; white "Timber Sale Boundary" tags and the 2708 road in Unit 5; white "Timber Sale Boundary" tags, the 2708 road, the 4250 road and reprod in Unit 6; white "Timber Sale Boundary" tags, the 2700D road, 2700D2 road, the 2709 road, and reprod in Unit 7 meeting the specifications described below; on parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., containing 425 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

| Agreement # | Sort # | Species and Sort Specifications | Average Log Length | Estimated Volume | | Tons Per MBF | Minimum Bid Delivered Prices | | Total Appraised Value | Bid Deposit |
|----------------|--------|---------------------------------|--------------------|------------------|--------------|--------------|------------------------------|---------|-----------------------|-------------|
| | | | | Mbf | Tons | | \$/mbf | \$/Ton | | |
| 30-092313 | 1 | DF 5"-7" dib | N/A | 152 | 1216 | 8.0 | | \$55.00 | \$66,880.00 | \$6,688.00 |
| 30-092314 | 2 | DF 8"-15" dib | 28' | 738 | 4797 | 6.5 | \$510.00 | | \$376,380.00 | \$37,638.00 |
| 30-092315 | 3 | DF 16"+ dib | 28' | 273 | 1583 | 5.8 | \$525.00 | | \$143,325.00 | \$14,332.50 |
| 30-092316 | 4 | DF HQB 8"-15" dib | 28' | 534 | 3204 | 6 | \$575.00 | | \$307,050.00 | \$30,705.00 |
| 30-092317 | 5 | DF HQB 16"+ dib | 28' | 341 | 1876 | 5.5 | \$600.00 | | \$204,600.00 | \$20,460.00 |
| 30-092318 | 6 | WW 5"-7" dib | N/A | 291 | 2474 | 8.5 | | \$45.00 | \$111,330.00 | \$11,133.00 |
| 30-092319 | 7 | WW 8"-15" dib | 28' | 1050 | 7350 | 7 | \$425.00 | | \$446,250.00 | \$44,625.00 |
| 30-092320 | 8 | WW 16"+ dib | 28' | 415 | 2449 | 5.9 | \$425.00 | | \$176,375.00 | \$17,637.50 |
| 30-092321 | 9 | WW HQB 8"-15" dib | 28' | 601 | 3907 | 6.5 | \$425.00 | | \$255,425.00 | \$25,542.50 |
| 30-092322 | 10 | WW HQB 16"+ dib | 28' | 778 | 4357 | 5.6 | \$425.00 | | \$330,650.00 | \$33,065.00 |
| 30-092323 | 11 | RA 5"+ dib | 24' | 106 | 795 | 7.5 | | \$40.00 | \$31,800.00 | \$3,180.00 |
| 30-092324 | 12 | DF Pulp 2"+ dib | N/A | 4 | 52 | 13 | | \$28.00 | \$1,456.00 | \$145.60 |
| 30-092325 | 13 | WW Pulp 2"+ dib | N/A | 38 | 494 | 13 | | \$28.00 | \$13,832.00 | \$1,383.20 |
| 30-092326 | 14 | HDWD Pulp 2"+ dib | N/A | 17 | 221 | 13 | | \$28.00 | \$6,188.00 | \$618.80 |
| Totals: | | | | 5338 | 34775 | | | | \$2,471,541.00 | |



TIMBER NOTICE OF SALE

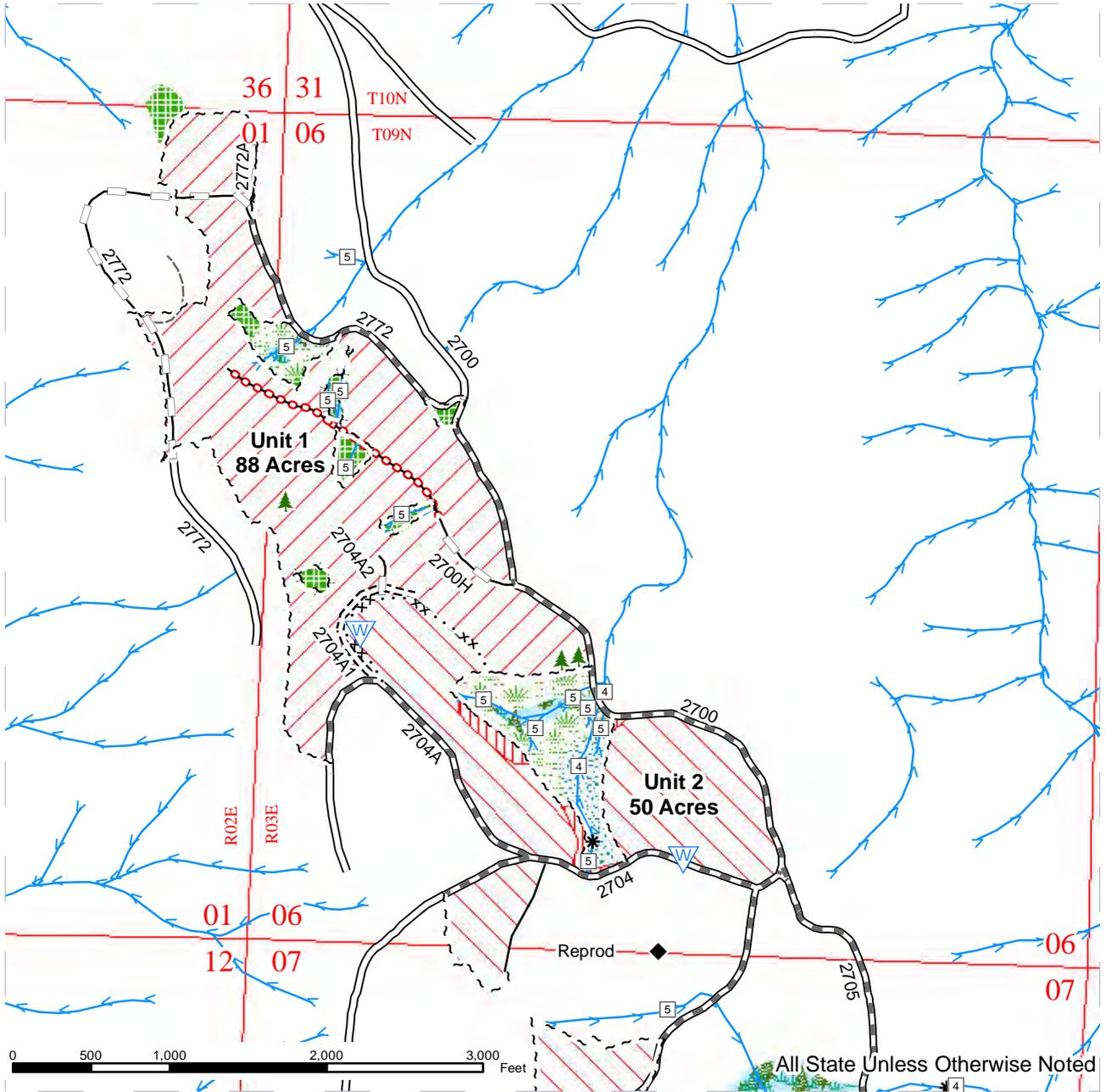
This auction is for Units 1, 2 and 3, Sorts 1-14 of approximately 5,338 Mbf. Delivered volumes dependent on snow. Units 4, 5, 6 and 7, Sorts 15-28 of approximately 4,013 Mbf will be auctioned March 2016.

For more information regarding this log sort sale visit our web site:
<http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets>. If you have questions call Dave Sund at the Pacific Cascade Region Office at (360)577-2025 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

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

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

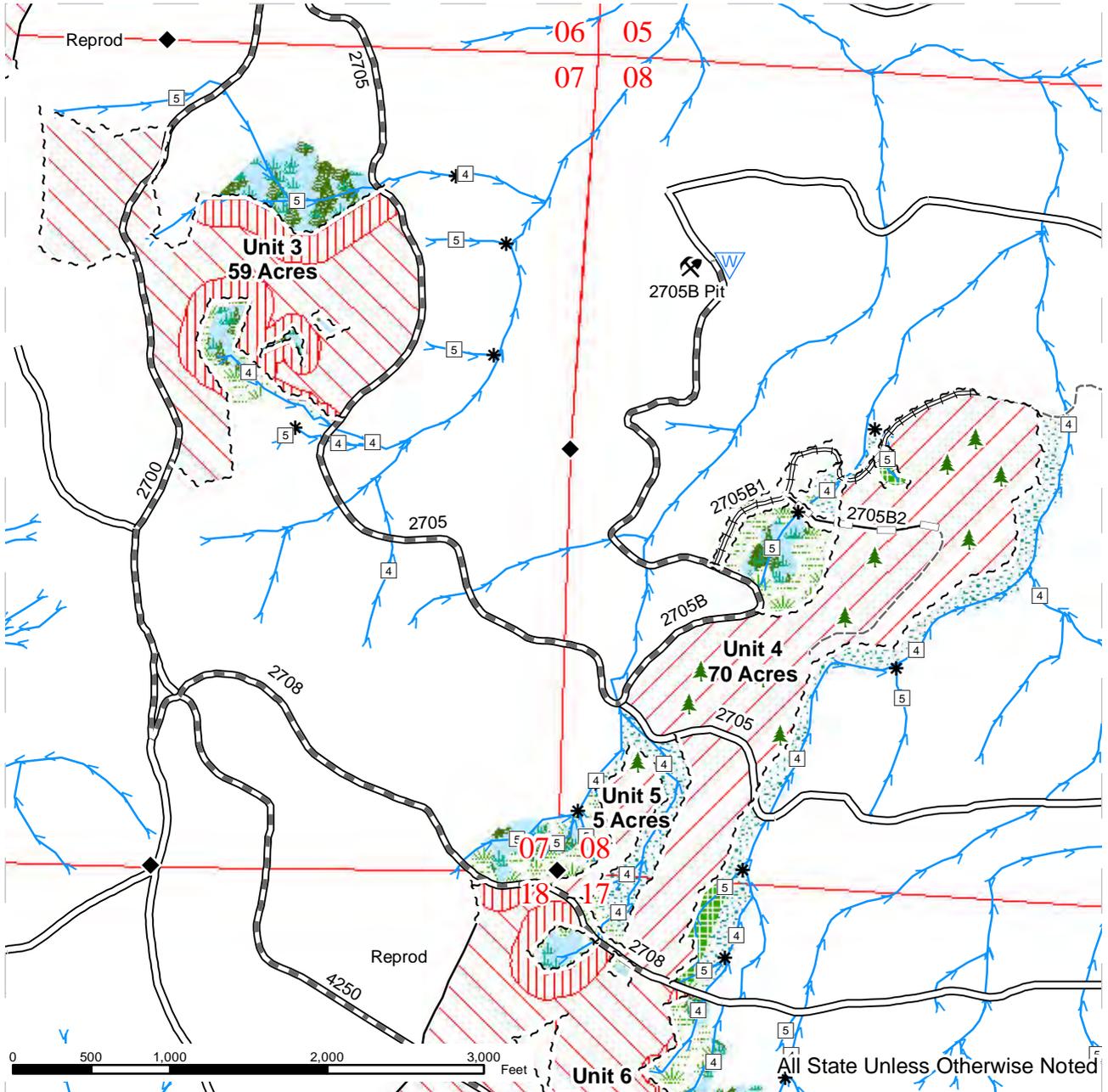


| | | |
|----------------------------|-------------------------------|----------------------|
| Variable Retention Harvest | Special Mgt Area Tags | Required Abandonment |
| Thinning | Leave Tree Tags | Streams |
| Riparian Restoration | Existing Road | Stream Type |
| Leave Tree Area | Required Pre-Haul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

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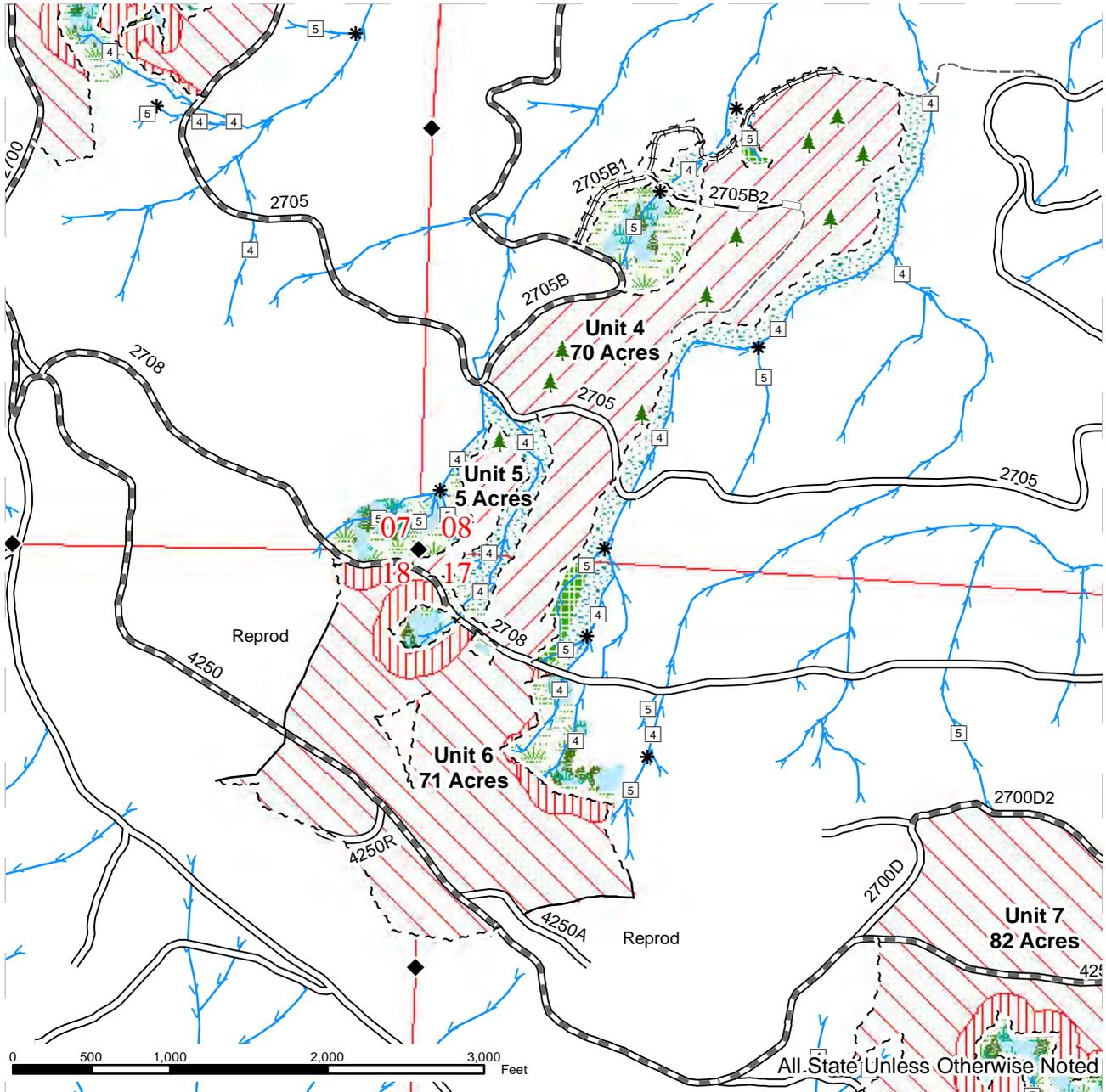


| | | |
|----------------------------|-------------------------------|----------------------|
| Variable Retention Harvest | Special Mgt Area Tags | Required Abandonment |
| Thinning | Leave Tree Tags | Streams |
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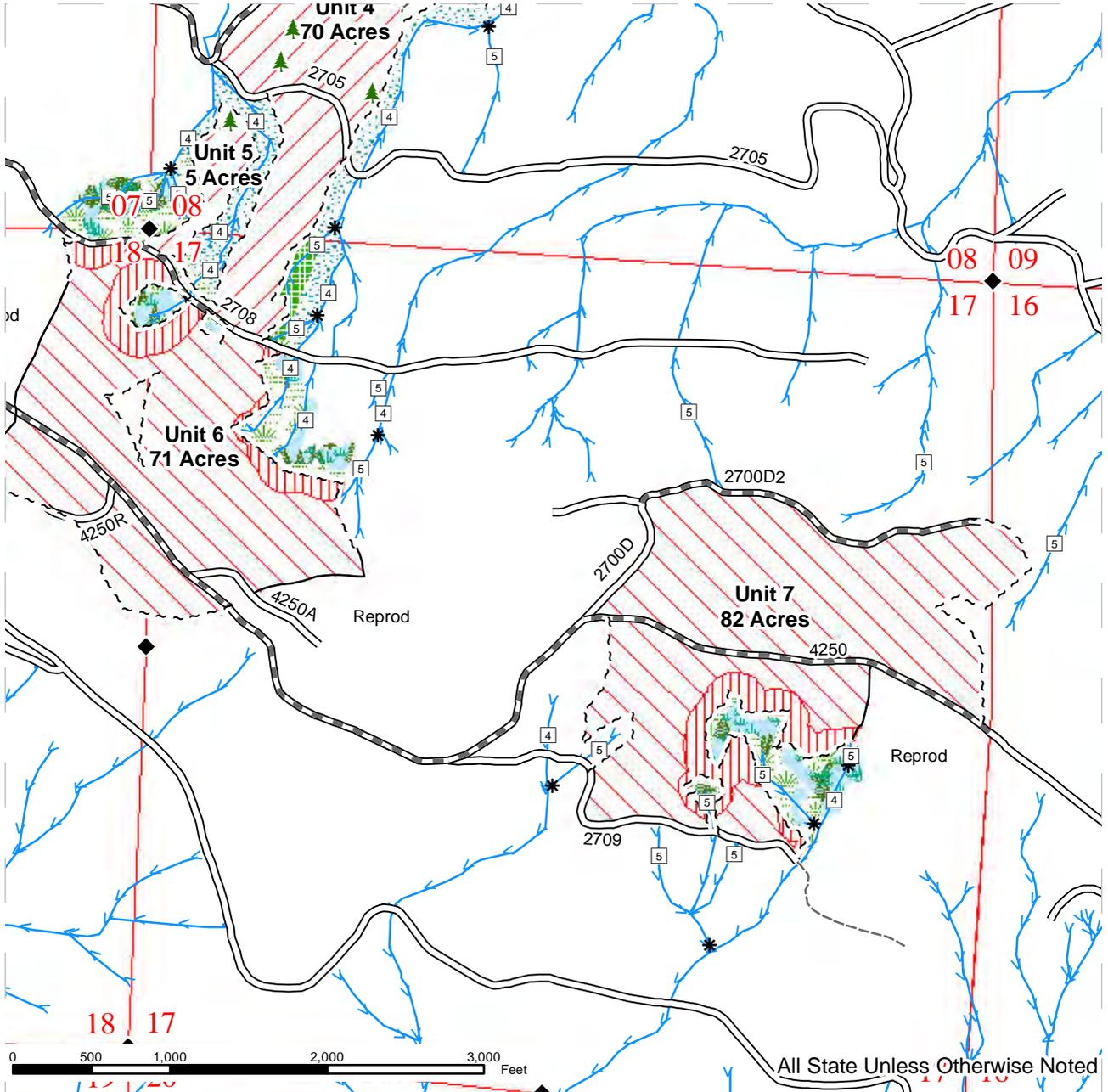
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TRUST(S): Common School and Indemnity(3), Agricultural School(4), Normal School(8)

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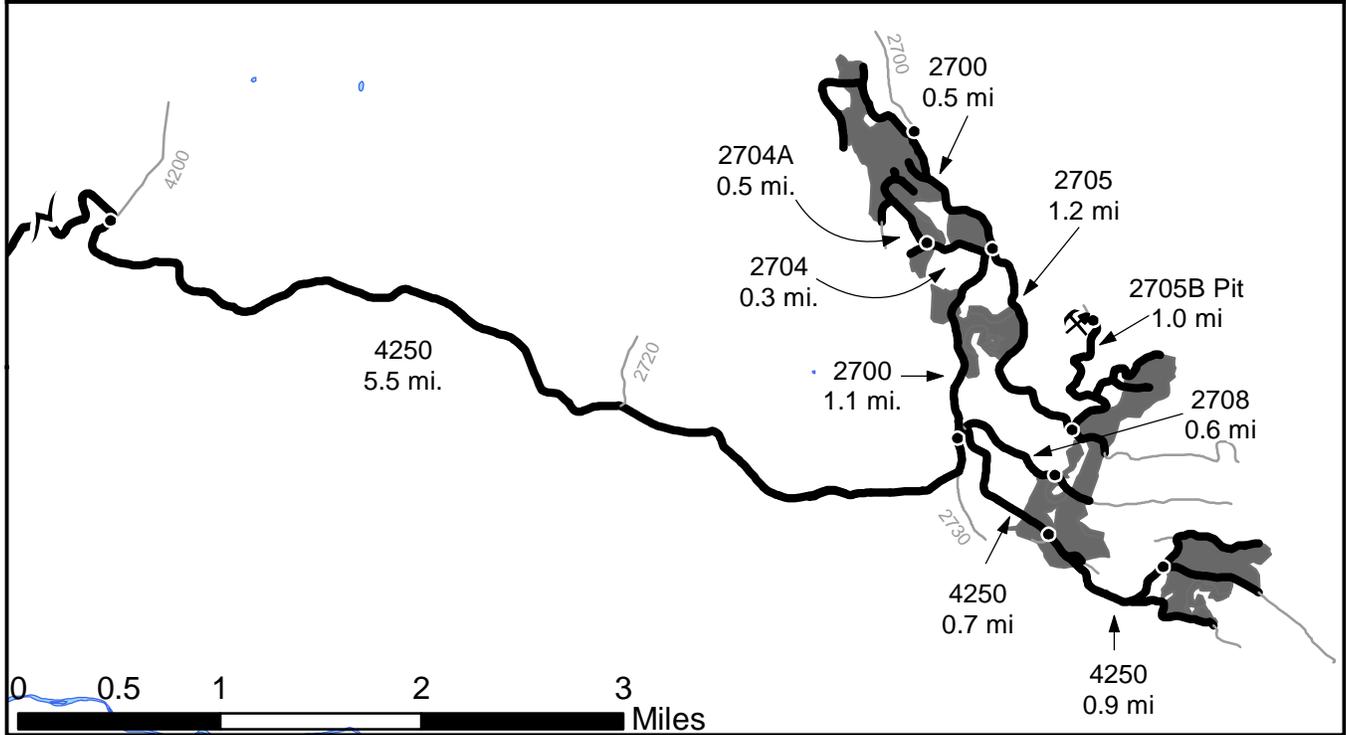
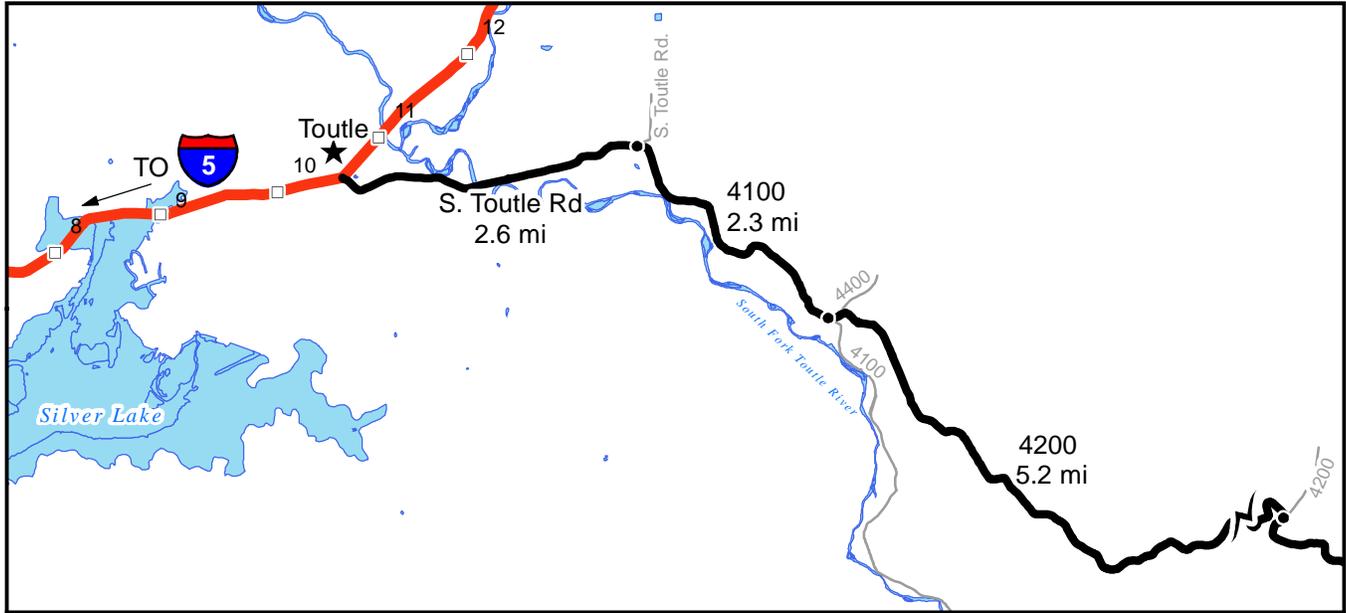
| | | | | | |
|--|----------------------------|--|-------------------------------|--|----------------------|
| | Variable Retention Harvest | | Special Mgt Area Tags | | Required Abandonment |
| | Thinning | | Leave Tree Tags | | Streams |
| | Riparian Restoration | | Existing Road | | Stream Type |
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DRIVING MAP

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

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



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

DRIVING DIRECTIONS:

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



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-092313

SALE NAME: RIDGE WALKER SORT 1

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92313 | 1 | DF 5"-7" dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92313 | 01 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| N/A | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/Ton

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

D-030.2 Inadequate Log Accountability

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092314

SALE NAME: RIDGE WALKER SORT 2

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92314 | 2 | DF 8"-15" dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92314 | 2 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

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

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

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

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

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

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

Where:

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

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

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

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
 N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092315

SALE NAME: RIDGE WALKER SORT 3

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|---------------|--------|-------------|-------------|
| 92315 | 3 | DF 16"+ dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|---------------|--------|--------------|
| 92315 | 03 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

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

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

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

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

D-030.2 Inadequate Log Accountability

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

DRAFT

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092316

SALE NAME: RIDGE WALKER SORT 4

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92316 | 4 | DF HQ 8"-15" dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92316 | 04 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

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

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

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

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

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

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

Where:

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

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

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

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
 N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092317

SALE NAME: RIDGE WALKER SORT 5

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92317 | 5 | DF HQ 16"+ dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92317 | 05 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

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

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

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

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

D-030.2 Inadequate Log Accountability

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092318

SALE NAME: RIDGE WALKER SORT 6

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

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92318 | 6 | WW 5"-7" dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92318 | 06 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| N/A | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

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

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/Ton

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-039.2 Tonnage Sort Payment Reduction Requirements

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

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

D-030.2 Inadequate Log Accountability

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092319

SALE NAME: RIDGE WALKER SORT 7

**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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92319 | 7 | WW 8"-15" dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92319 | 07 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

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

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

D-030.2 Inadequate Log Accountability

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092320

SALE NAME: RIDGE WALKER SORT 8

**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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92320 | 8 | WW 16"+ dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92320 | 08 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

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

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

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

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

G-054.2 Early Contract Termination

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

G-056.2 Force Majeure

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

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

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

G-060.2 Exclusion of Warranties

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

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

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

G-065 Regulatory Disclaimer

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

G-070.2 Limitation on Damage

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

G-112.2 Title

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

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

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

G-160.2 Agents

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

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200.2 Notice

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

G-210.2 Violation of Contract

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

G-240.2 Dispute Resolution

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

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

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

G-252.2 Forest Excise Tax

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

G-253.2 Harvesting Cost Information

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

G-260 Venue

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

G-330.2 Contract Review

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

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

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

P-028.2 Payment for Forest Products Delivered

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

\$0.00/MBF

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

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

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

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

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

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

P-038.2 Average Log Length and Payment Reduction

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

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

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

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

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

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

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

P-040.2 Weighing and Scaling Costs

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

P-045.2 Guarantee of Payment

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

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

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

P-050.2 Billing and Payment Procedure for Forest Products Delivered

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

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

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

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

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

L-014.2 Sorts Delivered to Incorrect Destination

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

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010 Liquidated Damages

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

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

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

D-027.2 Failure to Accept Forest Products Sold

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

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

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

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

Where:

LD = Liquidated Damages

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

I = Initial Deposit

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

A = Administrative fee = \$2,500.00

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

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

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

Where:

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

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

D-030.2 Inadequate Log Accountability

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092321

SALE NAME: RIDGE WALKER SORT 9

**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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

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

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92321 | 9 | WW HQ 8"-15" dib | |

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

G-024.2 Manufacturing Standards

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

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92321 | 09 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

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

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1" outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
 V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
 I = Initial Deposit
 C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
 A = Administrative fee = \$2,500.00
 P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
 N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

DRAFT

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For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092322

SALE NAME: RIDGE WALKER SORT 10

**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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92322 | 10 | WW HQ 16"+ dib | |

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92322 | 10 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 28' | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/MBF

\$20/mbf for Utility logs (Adjusted Gross).

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1" outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-038.2 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Third party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

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For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092323

SALE NAME: RIDGE WALKER SORT 11

**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.

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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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92323 | 11 | RA 5"+ dib | |

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92323 | 11 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| 24' | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1" outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State

reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to

perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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. 30-092324

SALE NAME: RIDGE WALKER SORT 12

**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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92324 | 12 | DF Pulp 2"+ dib | |

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92324 | 12 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1" outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State

reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to

perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade Region Manager

Date: _____

Date: _____

Address:

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

_____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of the corporation

that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-092325

SALE NAME: RIDGE WALKER SORT 13

**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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92325 | 13 | WW Pulp 2"+ dib | |

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92325 | 13 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1" outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State

reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to

perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade Region Manager

Date: _____

Date: _____

Address:

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-092326

SALE NAME: RIDGE WALKER SORT 14

**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 November 19, 2015 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the RIDGE WALKER SORTS Timber Sale described as parts of Sections 6, 7, 8, 16, 17, and 18 all in Township 9 North, Range 3 East, Section 1 in Township 9 North, Range 2 East W.M., in Cowlitz County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 92326 | 14 | HDWD Pulp 2"+ dib | |

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 92326 | 14 | WS |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) "B" log sort will have sound tight knots not to exceed 1½ inch in diameter. May include logs with not more than two larger knots up to 2½ inch in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2016.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Castle Rock, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.

- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1" outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-080 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State

reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to

perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times LD \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Eric Wisch
Pacific Cascade 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 _____

FOREST EXCISE TAX -- ROAD SUMMARY SHEET

Region: Pacific Cascade Timber

Sale Name: Ridge Walker Sorts

Application Number: 30-092312

Excise Tax Applicable Activities

Construction: 1,089 linear feet

Road to be constructed (optional and required) but not abandoned

Reconstruction: 6,062 linear feet

Road to be reconstructed (optional and required) but not abandoned

Abandonment: 1,510 linear feet

Abandonment of existing roads not reconstructed under the contract

Deactivation: 0 linear feet

Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 42,655 linear feet

Existing road to receive maintenance work (specifically required by the contract) prior to haul

Excise Tax Exempt Activities

Temporary Optional Construction: 0 linear feet

Optional roads to be constructed and then abandoned

Temporary Optional Reconstruction: 1,671 linear feet

Optional roads to be reconstructed and then abandoned

New Abandonment: 1,671 linear feet

Abandonment of roads constructed or reconstructed under the contract

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.

(Revised 7/04)

PRE-CRUISE NARRATIVE

| | |
|--|---|
| Sale Name: Ridge Walker Sorts | Region: Pacific Cascade |
| Agreement #: 30-092312 | District: St. Helens |
| Contact Forester: Fortunato Pacios-Rivera Phone / Location: Click here to enter text. | County(s): Cowlitz, Choose a county |
| Alternate Contact: Chris Wills Phone / Location: 360-751-0764 | Other information: Click here to enter text. |

| | |
|---|-----|
| Type of Sale: Log Sort (Contract harvest) | |
| Harvest System: Ground based VRH | 38% |
| Harvest System: Ground Based Thinning | 62% |

UNIT ACREAGES:

| Unit # | Legal Description (Enter only one legal for each unit) Sec/Twp/Rng | Grant or Trust | Upland Thin Acres | Upland Thinning Assoc'd Riparian Resto. Acres | VRH Acres | Gross Proposal Acres | Deductions from Gross Acres (No-harvest acres) | | | | Net Harvest Acres |
|--------------------|--|----------------|-------------------|---|-----------|----------------------|--|-------------|----------|-------------------|-------------------|
| | | | | | | | Un Treated RMZ/ WMZ Acres | Wetld Acres | LT Acres | Exist. Road Acres | |
| 1 | Section 6 9N/3E | 4,8 | | | 88 | 100 | 3 | <1 | 7 | 2 | 88 |
| 2 | Section 6 9N/3E | 8 | 48 | 2 | | 64 | 12 | 2 | | 0 | 50 |
| 3 | Section 7 9N/3E | 3 | 45 | 14 | | 71 | 3 | 9 | | <1 | 59 |
| 4 | Section 8 9N/3E | 8 | | | 70 | 99 | 25 | 2 | 2 | <1 | 70 |
| 5 | Section 8 9N/3E | 8 | | | 5 | 18 | 10 | 3 | 0 | 0 | 5 |
| 6 | Section 18 9N/3E | 4,8 | 62 | 9 | | 80 | 4 | 4 | | 1 | 71 |
| 7 | Section 17 9N/3E | 4 | 73 | 9 | | 92 | 4 | 5 | | 1 | 82 |
| Total Acres | | | 228 | 34 | 163 | 524 | 61 | 25 | 9 | 4 | 425 |

HARVEST PLAN AND SPECIAL CONDITIONS:

| Unit # | Harvest Prescription: (Leave, take, paint color, tags, flagging etc.) | Special Management areas: | Other conditions (# leave trees, etc.) |
|--------|---|---------------------------|--|
| 1 | VRH: Yellow leave tree tags w/pink flagging, White boundary tags w/pink flagging. GPS: Lime colored flagging. | | 799 |
| 2 | Thinning | | |
| 3 | Thinning | | |
| 4 | VRH: Blue painted leave trees, Yellow leave tree tags w/pink flagging, White boundary tags w/pink flagging. GPS: Lime colored flagging. | | 577 |
| 5 | VRH: Blue painted leave trees, White boundary tags w/pink flagging. GPS: Lime colored flagging. | | 40 |
| 6 | Thinning | | |
| 7 | Thinning | | |

OTHER PRE-CRUISE INFORMATION:

| Unit # | Primary, secondary Species / Estimated Volume (MBF) | Access information (Gates, locks, etc.) | Photos, traverse maps required |
|-----------|---|---|--------------------------------|
| 1 | DF, NF, WH 3100 | 4100-4200-4250-2700 | |
| 2 | DF, NF, WH 250 | 4100-4200-4250-2700 | |
| 3 | DF, NF, WH 225 | 4100-4200-4250-2700 | |
| 4 | DF, NF, WH 2000 | 4100-4200-4250-2700-2705 | |
| 5 | DF, NF, WH 150 | 4100-4200-4250 | |
| 6 | NF, DF, WH 350 | 4100-4200-4250 | |
| 7 | NF, DF, WH 370 | 4100-4200-4250 | |
| TOTAL MBF | 6445 | | |

REMARKS:

This sale is a combination of Variable Retention Harvest and Thinning.

| | | |
|-----------------------|--------|-----|
| Prepared By: Date: | Title: | CC: |
|-----------------------|--------|-----|

Cruise Narrative

| | |
|--|------------------------------------|
| Sale Name: Ridge Walker Sorts | Region: Pacific Cascade |
| App. #: 30-092312 | District: St Helens |
| Lead Cruiser: Aaron Coleman | Completion Date: 01-08-2015 |
| Other Cruisers: K. Bailey , D. Paganucci & B. Frank | |

Unit acreage specifications:

| Unit # | Cruised acres | Cruised acres agree with sale acres? Yes/No | If acres do not agree explain why. |
|--------|---------------|--|------------------------------------|
| 1 | 88 | Yes | |
| 2 | 50 | Yes | |
| 3 | 59 | Yes | |
| 4 | 70 | Yes | |
| 5 | 5 | Yes | |
| 6 | 71 | Yes | |
| 7 | 82 | Yes | |
| Total | 425 | Yes | |

Unit cruise specifications:

| Unit # | Sample type (VP, FP, ITS,100%) | Expansion factor (BAF, full/half) | Sighting height (4.5 ft, 16 ft.) | Grid size (Plot spacing or % of area) | Plot ratio (Cru./Tally) | Total number of plots |
|--------|--------------------------------|-----------------------------------|----------------------------------|---------------------------------------|-------------------------|-----------------------|
| 1 | VP | 46.94 | 4.5 ft | 250' x 250' | 1:1 | 63 |
| 2 | VP | 54.44 | 4.5 ft | 250' x 250' | Cruise All | 31 |
| 3 | VP | 46.94 | 4.5 ft | 250' x 250' | Cruise All | 30 |
| 4 | VP | 46.94 | 4.5 ft | 250' x 250' | 1:1 | 48 |
| 5 | VP | 46.94 | 4.5 ft | 250' x 250' | Cruise All | 3 |
| 6 | VP | 40.00 | 4.5 ft | 250' x 250' | Cruise All | 41 |
| 7 | VP | 40.00 | 4.5 ft | 250' x 250' | Cruise All | 59 |

Sale/Cruise Description:

| | |
|--|--|
| Minor species cruise intensity: | Cruised on appropriate plots. |
| Minimum cruise spec: | 40% Of Form- Factor at 16 feet D.O.B or 5 inch Top, and merchantable top. |
| Avg. ring count by sp: | DF = 7 WH = SS = |
| Leave/take tree description: | Unit contains leave tree areas bounded with yellow tags and pink flagging as well as clumped and scattered trees marked with blue paint. |
| Sort Description: | HA – Logs meeting the following criteria: Surface characteristics for a high quality A sort will have sound tight knots not to exceed 1 ½" in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots and knot indicators ½" in diameter and smaller shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log. (min dia 8".) |

| | |
|--|---|
| | <p>HB – Logs meeting the following criteria: Surface characteristics for a B sort will have sound tight knots not to exceed 1 ½” in diameter. May include logs with not more than two larger knots up to 2 ½” in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third to end of the log. (min dia 8”.)</p> <p>R – Logs meeting the following criteria: Gross diameter of 12 inches or greater, excessive knots greater than 2 ½ inches with recovery less than 65% of the net scale.</p> |
|--|---|

Field observations:

Ridge Walker consists of seven units, all of which will be harvested using a ground-based logging methods. These units are a combination of VRH and VDT units. Units 1, 4 and 5 are the VRH's, while units 2, 3, 6 and 7 are the VDT units.

All timber to be harvested within the thinning units was individually selected using the silvicultural prescriptions. **All timber to be removed is represented with a “T” in the status column of the cruise.**

The major species of this sale in total are Douglas-fir (38%), Noble Fir (35%), and Western Hemlock (26%). Of the volume to be removed percent by species is as follows: 35% DF, 41% NF, 23% WH and less than 1% RA.

The removal DF averaged 19” diameter with 81 ft. bole height, the removal NF averaged 22” diameter with 81 ft. bole height, and the removal WH averaged 17” diameter with 73 ft. bole height.

Defect and quality within the units are typical for the region: frost check--especially in the NF, a few spike knots, broken and forked tops, and swelling in the larger diameter DF, NF, and WH. There is a significant amount of high quality logs in most all units.

There are no access restrictions for this sale. Units 1, 2, 3 and 4 are located off the 2700 road (4100 to 4200 to 4250 to 2700) Units 5, 6 and 7 are located off the 4250 road (4100 to 4200 to 4250)

Grants: 03, 04

Prepared by: Aaron Coleman

Title: Timber Cruiser

| TC | | PSPCSTGR | | Species, Sort Grade - Board Foot Volumes (Project) | | | | | | | | | | | | | | | | | | |
|--|--------|----------|----------|--|------------------|-------|-------|------------------|----------------------------------|------|-------|-----|------------|-----------------------|-------|-------|------------------------|-----------|----------|-----------|----------------------|------|
| <div style="border: 1px solid black; padding: 5px;"> T09N R02E S17 Ty00U1 THRU T09N R02E S17 Ty0U7S </div> | | | | Project: RIDGEWAL | | | | | | | | | | Page 1 | | | | | | | | |
| | | | | Acres 425.00 | | | | | | | | | | Date 2/19/2015 | | | Time 12:57:38PM | | | | | |
| 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 | | |
| | | | | | | | | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | | |
| WH | T | CU | CU | | 100.0 | 25 | | | | | | | | | | | | 1 | 8 | | 0.00 | 5.8 |
| WH | T | HA | 3S | | 8.3 | 37 | 34 | 15 | | 100 | | | | | | 100 | | 40 | 9 | 110 | 0.61 | .3 |
| WH | T | HB | 2S | 21 | 1.6 | 1,219 | 1,199 | 510 | | | | 84 | 16 | | | 100 | | 40 | 13 | 253 | 1.54 | 4.7 |
| WH | T | HB | 3S | 11 | .9 | 628 | 622 | 264 | | 100 | | | | | 2 | 98 | | 40 | 10 | 138 | 0.88 | 4.5 |
| WH | T | D | 2S | 29 | 5.0 | 1,804 | 1,714 | 728 | | | | 77 | 23 | 1 | 5 | 4 | 90 | 38 | 14 | 261 | 1.72 | 6.6 |
| WH | T | D | 3S | 25 | 2.0 | 1,453 | 1,425 | 605 | 22 | 78 | | | | 0 | 2 | 13 | 85 | 38 | 8 | 97 | 0.74 | 14.7 |
| WH | T | D | 4S | 11 | | 645 | 645 | 274 | 98 | 2 | | | | 14 | 25 | 22 | 39 | 29 | 5 | 32 | 0.35 | 20.1 |
| WH | T | D | UT | 2 | | 123 | 123 | 52 | 60 | 7 | | | 34 | 38 | 20 | 23 | 19 | 21 | 6 | 35 | 0.45 | 3.5 |
| WH | T | RO | 3S | 1 | 3.8 | 22 | 21 | 9 | | | | | 100 | | | 100 | | 40 | 18 | 510 | 2.87 | .0 |
| WH Totals | | | | 15 | 2.9 | 5,956 | 5,782 | 2,457 | 18 | 31 | 40 | 11 | | 3 | 5 | 8 | 85 | 31 | 8 | 96 | 0.83 | 60.3 |
| WH | | CU | CU | | 100.0 | 19 | | | | | | | | | | | | 1 | 7 | | 0.00 | 5.5 |
| WH | | HB | 2S | 16 | .5 | 758 | 754 | 321 | | | | 80 | 20 | | | 100 | | 40 | 13 | 257 | 1.45 | 2.9 |
| WH | | HB | 3S | 7 | .8 | 350 | 347 | 148 | | 100 | | | | | | 4 | 96 | 40 | 10 | 133 | 0.83 | 2.6 |
| WH | | D | 2S | 32 | 3.2 | 1,502 | 1,454 | 618 | | | | 75 | 25 | 2 | 2 | 2 | 95 | 39 | 14 | 265 | 1.71 | 5.5 |
| WH | | D | 3S | 33 | 2.0 | 1,557 | 1,526 | 649 | 21 | 79 | | | | | 1 | 13 | 86 | 38 | 8 | 102 | 0.78 | 15.0 |
| WH | | D | 4S | 11 | .3 | 497 | 495 | 210 | 98 | 2 | | | | 21 | 25 | 17 | 37 | 26 | 5 | 29 | 0.36 | 17.3 |
| WH | | D | UT | 1 | | 39 | 39 | 16 | 100 | | | | | 49 | 12 | | 39 | 21 | 6 | 23 | 0.37 | 1.7 |
| WH Totals | | | | 12 | 2.3 | 4,722 | 4,616 | 1,962 | 18 | 34 | 37 | 11 | | 3 | 4 | 7 | 86 | 30 | 8 | 91 | 0.83 | 50.5 |
| NF | T | CU | CU | | | | | | | | | | | | | | | 0 | 9 | | 0.00 | 1.6 |
| NF | T | HA | 2S | 1 | | 92 | 92 | 39 | | | | 100 | | | | 100 | | 40 | 14 | 315 | 1.62 | .3 |
| NF | T | HA | 3S | | | 29 | 29 | 12 | | 100 | | | | | | 100 | | 40 | 10 | 150 | 0.97 | .2 |
| NF | T | HB | 2S | 30 | 1.4 | 2,224 | 2,193 | 932 | | | | 21 | 79 | | | 100 | | 40 | 17 | 451 | 2.31 | 4.9 |
| NF | T | HB | 3S | 2 | | 106 | 106 | 45 | | 100 | | | | | | 100 | | 40 | 11 | 177 | 1.03 | .6 |
| NF | T | D | SM | 15 | .3 | 1,111 | 1,108 | 471 | | | | | 100 | | | 100 | | 40 | 19 | 645 | 3.03 | 1.7 |
| NF | T | D | 2S | 37 | 5.5 | 2,851 | 2,694 | 1,145 | | | | 47 | 53 | 1 | 1 | 5 | 94 | 39 | 15 | 343 | 2.04 | 7.9 |
| NF | T | D | 3S | 10 | .7 | 771 | 766 | 325 | 17 | 83 | | | | 2 | 14 | 17 | 68 | 35 | 9 | 98 | 0.86 | 7.8 |
| NF | T | D | 4S | 3 | .2 | 191 | 191 | 81 | 59 | 41 | | | | 48 | 32 | 8 | 13 | 21 | 7 | 32 | 0.53 | 5.9 |
| NF | T | D | UT | 2 | | 103 | 103 | 44 | 44 | 1 | | | 55 | 9 | 48 | 2 | 41 | 23 | 6 | 55 | 0.47 | 1.9 |
| NF Totals | | | | 18 | 2.6 | 7,479 | 7,281 | 3,094 | 4 | 12 | 25 | 59 | | 2 | 3 | 4 | 91 | 32 | 12 | 223 | 1.57 | 32.7 |
| NF | | CU | CU | | 100.0 | 3 | | | | | | | | | | | | 1 | 7 | | 0.00 | 4.5 |
| NF | | HA | 2S | | | 23 | 23 | 10 | | | | 100 | | | | 100 | | 40 | 12 | 200 | 1.18 | .1 |
| NF | | HA | 3S | | | 19 | 19 | 8 | | 100 | | | | | | 100 | | 40 | 11 | 180 | 1.03 | .1 |
| NF | | HB | 2S | 24 | 1.6 | 1,540 | 1,515 | 644 | | | | 58 | 42 | | | 1 | 99 | 40 | 15 | 331 | 1.79 | 4.6 |
| NF | | HB | 3S | 7 | 1.9 | 398 | 391 | 166 | | 100 | | | | | | 100 | | 40 | 10 | 140 | 0.91 | 2.8 |
| NF | | D | SM | 5 | | 310 | 310 | 132 | | | | | 100 | | | 100 | | 40 | 21 | 793 | 3.52 | .4 |
| NF | | D | 2S | 29 | 6.6 | 1,988 | 1,857 | 789 | | | | 48 | 52 | 0 | | 2 | 97 | 39 | 15 | 329 | 1.96 | 5.6 |
| NF | | D | 3S | 24 | 2.1 | 1,503 | 1,471 | 625 | 21 | 79 | | | | 1 | 3 | 15 | 81 | 37 | 9 | 102 | 0.79 | 14.4 |
| NF | | D | 4S | 10 | 3.5 | 656 | 634 | 269 | 94 | 6 | | | | 23 | 30 | 15 | 32 | 27 | 5 | 30 | 0.37 | 21.1 |
| NF | | D | UT | 1 | | 49 | 49 | 21 | 19 | | | 43 | 38 | 75 | 25 | | | 14 | 8 | 54 | 0.72 | .9 |
| NF Totals | | | | 16 | 3.4 | 6,489 | 6,268 | 2,664 | 14 | 26 | 29 | 31 | | 3 | 4 | 6 | 87 | 30 | 8 | 115 | 0.95 | 54.5 |
| DF | T | CU | CU | | 100.0 | 6 | | | | | | | | | | | | 1 | 7 | | 0.00 | 5.1 |
| DF | T | HA | 3S | | | 42 | 42 | 18 | | | | 100 | | | | | 100 | 40 | 11 | 180 | 1.03 | .2 |
| DF | T | HB | 2S | 28 | 2.0 | 2,462 | 2,412 | 1,025 | | | | 61 | 39 | | | 1 | 99 | 40 | 15 | 326 | 1.85 | 7.4 |
| DF | T | HB | 3S | 5 | 1.1 | 425 | 420 | 179 | | 100 | | | | | | 3 | 97 | 40 | 10 | 146 | 0.97 | 2.9 |
| DF | T | D | SM | | 5.0 | 26 | 25 | 11 | | | | | 100 | | | 100 | | 40 | 16 | 380 | 2.27 | .1 |
| DF | T | D | 2S | 34 | 3.7 | 3,094 | 2,981 | 1,267 | | | | 58 | 42 | | | 2 | 3 | 39 | 14 | 292 | 1.81 | 10.2 |
| DF | T | D | 3S | 24 | 1.5 | 2,085 | 2,053 | 873 | 17 | 83 | | | | 0 | 1 | 22 | 76 | 38 | 9 | 106 | 0.78 | 19.4 |

| TC | | PSPCSTGR | | Species, Sort Grade - Board Foot Volumes (Project) | | | | | | | | | | | | | | | | | |
|--|---|----------|----|--|------------------|--------|--------|------------------|----------------------------------|------|-------|-----|-------------|-----------------------|-------|-------|----------|-----------|----------|-----------|--------------|
| T09N R02E S17 Ty00U1 THRU T09N R02E S17 Ty0U7S | | | | Project: RIDGEWAL | | | | | | | | | | Page 2 | | | | | | | |
| | | | | Acres 425.00 | | | | | | | | | | Date 2/19/2015 | | | | | | | |
| | | | | | | | | | Percent of Net Board Foot Volume | | | | Average Log | | | | Logs | | | | |
| Spp | S | So | Gr | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In | Bd Ft | CF/ Lf | Per /Acre |
| | | | | | Def% | Gross | Net | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | |
| DF | T | D | 4S | 8 | .5 | 706 | 703 | 299 | 89 | 11 | | | 32 | 19 | 18 | 31 | 25 | 6 | 30 | 0.38 | 23.4 |
| DF | T | D | UT | 1 | | 21 | 21 | 9 | 78 | 22 | | | 100 | | | | 11 | 6 | 13 | 0.27 | 1.7 |
| DF Totals | | | | 22 | 2.4 | 8,868 | 8,657 | 3,679 | 11 | 26 | 37 | 26 | 3 | 3 | 8 | 87 | 31 | 9 | 123 | 1.02 | 70.3 |
| DF | | CU | CU | | 100.0 | 13 | | | | | | | | | | | 1 | 9 | | 0.00 | 1.7 |
| DF | | HA | 2S | | | 44 | 44 | 19 | | 100 | | | | | | 100 | 40 | 13 | 248 | 1.45 | .2 |
| DF | | HB | 2S | 25 | .6 | 1,589 | 1,579 | 671 | | 64 | 36 | | | | | 100 | 40 | 14 | 320 | 1.79 | 4.9 |
| DF | | HB | 3S | 5 | .2 | 350 | 349 | 148 | | 100 | | | | | 3 | 97 | 39 | 9 | 131 | 0.92 | 2.7 |
| DF | | D | 2S | 39 | 2.4 | 2,548 | 2,487 | 1,057 | | | 54 | 46 | 0 | 1 | 2 | 98 | 39 | 14 | 307 | 1.83 | 8.1 |
| DF | | D | 3S | 24 | 1.4 | 1,545 | 1,524 | 648 | 14 | 86 | | | 0 | 4 | 15 | 81 | 37 | 9 | 108 | 0.78 | 14.1 |
| DF | | D | 4S | 6 | .5 | 438 | 436 | 185 | 91 | 9 | | | 36 | 39 | 14 | 10 | 22 | 6 | 27 | 0.36 | 16.2 |
| DF | | D | UT | 1 | | 15 | 15 | 6 | 77 | 23 | | | 100 | | | | 13 | 5 | 16 | 0.26 | .9 |
| DF Totals | | | | 16 | 1.7 | 6,543 | 6,434 | 2,735 | 10 | 26 | 37 | 27 | 3 | 4 | 5 | 88 | 31 | 9 | 132 | 1.04 | 48.8 |
| RA | T | CU | CU | | 100.0 | 2 | | | | | | | | | | | 3 | 5 | | 0.00 | .5 |
| RA | T | D | UT | 14 | | 44 | 44 | 19 | 100 | | | | 63 | | 7 | 30 | 19 | 5 | 19 | 0.27 | 2.4 |
| RA | T | D | 2S | 4 | 12.5 | 16 | 14 | 6 | | | 100 | | | | 100 | | 32 | 12 | 140 | 1.28 | .1 |
| RA | T | D | 3S | 14 | 2.3 | 45 | 44 | 19 | | 100 | | | 28 | | 72 | | 28 | 10 | 104 | 1.05 | .4 |
| RA | T | D | 4S | 37 | 6.6 | 123 | 115 | 49 | | 100 | | | | 7 | 33 | 61 | 35 | 9 | 97 | 0.86 | 1.2 |
| RA | T | D | 4S | 31 | | 94 | 94 | 40 | 100 | | | | 5 | 36 | 18 | 41 | 31 | 5 | 35 | 0.34 | 2.7 |
| RA Totals | | | | 1 | 4.1 | 324 | 311 | 132 | 44 | 51 | 5 | | 14 | 13 | 23 | 49 | 25 | 6 | 43 | 0.50 | 7.3 |
| RA | | CU | CU | | | | | | | | | | | | | | 5 | | | 0.00 | .5 |
| RA | | D | 4S | 100 | | 23 | 23 | 10 | 100 | | | | | | 100 | | 40 | 5 | 47 | 0.51 | .5 |
| RA Totals | | | | 0 | | 23 | 23 | 10 | 100 | | | | | | 100 | | 20 | 5 | 24 | 0.51 | 1.0 |
| CW | | CU | CU | | | | | | | | | | | | | | 5 | | | 0.00 | .2 |
| CW | | D | UT | 2 | | 1 | 1 | 1 | 100 | | | | 100 | | | | 12 | 7 | 20 | 0.35 | .1 |
| CW | | D | 1S | 75 | 3.3 | 51 | 49 | 21 | | 48 | 52 | | | | 100 | | 40 | 11 | 206 | 1.27 | .2 |
| CW | | D | 2S | 12 | | 8 | 8 | 3 | | 100 | | | | | 100 | | 38 | 9 | 110 | 0.83 | .1 |
| CW | | D | 4S | 11 | | 7 | 7 | 3 | 100 | | | | | | 100 | | 40 | 5 | 40 | 0.34 | .2 |
| CW Totals | | | | 0 | 2.5 | 67 | 65 | 28 | 12 | 48 | 39 | | 2 | | 98 | | 28 | 8 | 91 | 0.86 | .7 |
| Totals | | | | | 2.6 | 40,471 | 39,437 | 16,761 | 12 | 25 | 34 | 29 | 3 | 4 | 6 | 87 | 31 | 9 | 121 | 0.99 | 326.1 |

Volume to be removed is represented with a "T" in the status column. Breakdown by species is as follows:

Western Hemlock: 2,457 Mbf

Noble Fir: 3,094 Mbf

Douglas-fir: 3,679 Mbf

Red Alder: 132 Mbf

Total: 9,362 Mbf

| TC PSTATS | | | | | | PROJECT STATISTICS | | | | PAGE | 1 |
|--|--------------|--------------|-------------------|------------|----------------|---------------------------|----------------------|-----------------|--------------|--------------|-----------|
| | | | | | | PROJECT | | RIDGEWAL | | DATE | 2/19/2015 |
| TWP | RGE | SC | TRACT | TYPE | | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 00U1 | THR | 425.00 | 275 | 1,610 | S | W | |
| 09N | 02E | 17 | RIDGEWALKER | 00U7S | | | | | | | |
| | | | PLOTS | TREES | TREES PER PLOT | ESTIMATED TOTAL TREES | PERCENT SAMPLE TREES | | | | |
| TOTAL | | | 275 | 1610 | 5.9 | | | | | | |
| CRUISE | | | 222 | 1327 | 6.0 | 60,618 | 2.2 | | | | |
| DBH COUNT | | | | | | | | | | | |
| REFOREST | | | | | | | | | | | |
| COUNT | | | 49 | 269 | 5.5 | | | | | | |
| BLANKS | | | 4 | | | | | | | | |
| 100 % | | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | | |
| SAMPLE TREES | | | TREES /ACRE | AVG DBH | BOLE LEN | REL DEN | BASAL AREA | GROSS BF/AC | NET BF/AC | GROSS CF/AC | NET CF/AC |
| DOUG FIR | 230 | 19.6 | 19.6 | 82 | 9.3 | 41.2 | 6,543 | 6,434 | 1,589 | 1,586 | |
| DOUG FIR-T | 201 | 28.2 | 19.3 | 82 | 13.1 | 57.4 | 8,868 | 8,657 | 2,187 | 2,186 | |
| WHEMLOCK | 207 | 22.6 | 16.8 | 71 | 8.5 | 35.0 | 4,722 | 4,616 | 1,246 | 1,242 | |
| WHEMLOCK-T | 179 | 28.0 | 16.7 | 72 | 10.5 | 42.8 | 5,956 | 5,782 | 1,556 | 1,551 | |
| NOBLE F | 284 | 26.0 | 17.7 | 69 | 10.5 | 44.3 | 6,489 | 6,268 | 1,569 | 1,569 | |
| NOBLE F-T | 203 | 12.8 | 23.8 | 87 | 8.1 | 39.5 | 7,479 | 7,281 | 1,645 | 1,645 | |
| R ALDER | 2 | .5 | 12.6 | 45 | 0.1 | .4 | 23 | 23 | 10 | 10 | |
| R ALDER-T | 19 | 4.7 | 11.7 | 51 | 1.0 | 3.5 | 324 | 311 | 93 | 93 | |
| COTWOOD | 2 | .2 | 17.8 | 85 | 0.1 | .4 | 67 | 65 | 17 | 17 | |
| TOTAL | 1,327 | 142.6 | 18.4 | 75 | 61.6 | 264.4 | 40,471 | 39,437 | 9,911 | 9,899 | |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | | |
| CL | 68.1 | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR | 61.7 | 4.1 | | 381 | 397 | 414 | | | | | |
| DOUG FIR-T | 58.7 | 4.1 | | 378 | 395 | 411 | | | | | |
| WHEMLOCK | 65.1 | 4.5 | | 245 | 256 | 268 | | | | | |
| WHEMLOCK-T | 62.3 | 4.7 | | 262 | 275 | 287 | | | | | |
| NOBLE F | 103.9 | 6.2 | | 361 | 385 | 408 | | | | | |
| NOBLE F-T | 55.1 | 3.9 | | 688 | 716 | 744 | | | | | |
| R ALDER | 28.3 | 26.5 | | 37 | 50 | 63 | | | | | |
| R ALDER-T | 58.7 | 13.8 | | 85 | 98 | 112 | | | | | |
| COTWOOD | 65.4 | 61.3 | | 130 | 335 | 540 | | | | | |
| TOTAL | 81.8 | 2.3 | | 390 | 399 | 408 | 267 | 136 | 67 | | |
| CL | 68.1 | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR | 50.7 | 3.4 | | 94 | 97 | 100 | | | | | |
| DOUG FIR-T | 49.5 | 3.5 | | 94 | 98 | 101 | | | | | |
| WHEMLOCK | 55.2 | 3.8 | | 66 | 68 | 71 | | | | | |
| WHEMLOCK-T | 54.7 | 4.1 | | 71 | 74 | 77 | | | | | |
| NOBLE F | 84.4 | 5.0 | | 87 | 91 | 96 | | | | | |
| NOBLE F-T | 41.5 | 2.9 | | 156 | 160 | 165 | | | | | |
| R ALDER | 40.0 | 37.4 | | 14 | 22 | 31 | | | | | |
| R ALDER-T | 58.8 | 13.9 | | 26 | 30 | 34 | | | | | |
| COTWOOD | 60.9 | 57.0 | | 37 | 86 | 135 | | | | | |
| TOTAL | 65.7 | 1.8 | | 95 | 97 | 99 | 172 | 88 | 43 | | |
| CL | 68.1 | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR | 180.7 | 10.9 | | 17 | 20 | 22 | | | | | |
| DOUG FIR-T | 140.9 | 8.5 | | 26 | 28 | 31 | | | | | |
| WHEMLOCK | 186.7 | 11.2 | | 20 | 23 | 25 | | | | | |
| WHEMLOCK-T | 167.2 | 10.1 | | 25 | 28 | 31 | | | | | |

| TWP | RGE | SC | TRACT | TYPE | ACRES | | | PLOTS | TREES | CuFt | BdFt | |
|--------------|------------|----------|----------------------------|--------------|--------|-------------------------|-----|-------|-----------------|-------|-----------|---|
| 09N 09N | 02E 02E | 17 17 | RIDGEWALKER RIDGEWALKER | 00U1 0U7S | THR | 425.00 | | | 275 | 1,610 | S | W |
| CL | 68.1 | COEFF | | | | TREES/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.00 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | | 7 | 10 | | |
| NOBLE F | | 200.9 | 12.1 | 23 | 26 | 29 | | | | | | |
| NOBLE F-T | | 167.1 | 10.1 | 11 | 13 | 14 | | | | | | |
| R ALDER | | 1215.1 | 73.2 | 0 | 0 | 1 | | | | | | |
| R ALDER-T | | 582.6 | 35.1 | 3 | 5 | 6 | | | | | | |
| COTWOOD | | 1658.3 | 99.9 | 0 | 0 | 0 | | | | | | |
| TOTAL | | 58.3 | 3.5 | 138 | 143 | 148 | 136 | 69 | 34 | | | |
| CL | 68.1 | COEFF | | | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | | 7 | 10 | | |
| DOUG FIR | | 168.8 | 10.2 | 37 | 41 | 45 | | | | | | |
| DOUG FIR-T | | 132.0 | 8.0 | 53 | 57 | 62 | | | | | | |
| WHEMLOCK | | 164.8 | 9.9 | 31 | 35 | 38 | | | | | | |
| WHEMLOCK-T | | 154.3 | 9.3 | 39 | 43 | 47 | | | | | | |
| NOBLE F | | 159.6 | 9.6 | 40 | 44 | 49 | | | | | | |
| NOBLE F-T | | 135.1 | 8.1 | 36 | 40 | 43 | | | | | | |
| R ALDER | | 1170.8 | 70.5 | 0 | 0 | 1 | | | | | | |
| R ALDER-T | | 604.1 | 36.4 | 2 | 3 | 5 | | | | | | |
| COTWOOD | | 1658.3 | 99.9 | 0 | 0 | 1 | | | | | | |
| TOTAL | | 42.6 | 2.6 | 258 | 264 | 271 | 73 | 37 | 18 | | | |
| CL | 68.1 | COEFF | | | | NET BF/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | | 7 | 10 | | |
| DOUG FIR | | 186.1 | 11.2 | 5,713 | 6,434 | 7,156 | | | | | | |
| DOUG FIR-T | | 133.6 | 8.0 | 7,961 | 8,657 | 9,354 | | | | | | |
| WHEMLOCK | | 176.3 | 10.6 | 4,125 | 4,616 | 5,106 | | | | | | |
| WHEMLOCK-T | | 165.8 | 10.0 | 5,205 | 5,782 | 6,360 | | | | | | |
| NOBLE F | | 174.5 | 10.5 | 5,609 | 6,268 | 6,927 | | | | | | |
| NOBLE F-T | | 148.0 | 8.9 | 6,632 | 7,281 | 7,930 | | | | | | |
| R ALDER | | 1174.4 | 70.8 | 7 | 23 | 40 | | | | | | |
| R ALDER-T | | 593.3 | 35.7 | 200 | 311 | 422 | | | | | | |
| COTWOOD | | 1658.3 | 99.9 | 0 | 65 | 131 | | | | | | |
| TOTAL | | 53.7 | 3.2 | 38,162 | 39,437 | 40,713 | 115 | 59 | 29 | | | |
| CL | 68.1 | COEFF | | | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | | 7 | 10 | | |
| DOUG FIR | | 179.1 | 10.8 | 1,415 | 1,586 | 1,758 | | | | | | |
| DOUG FIR-T | | 132.7 | 8.0 | 2,011 | 2,186 | 2,361 | | | | | | |
| WHEMLOCK | | 170.8 | 10.3 | 1,114 | 1,242 | 1,370 | | | | | | |
| WHEMLOCK-T | | 161.6 | 9.7 | 1,400 | 1,551 | 1,702 | | | | | | |
| NOBLE F | | 165.3 | 10.0 | 1,412 | 1,569 | 1,725 | | | | | | |
| NOBLE F-T | | 141.4 | 8.5 | 1,505 | 1,645 | 1,785 | | | | | | |
| R ALDER | | 1170.5 | 70.5 | 3 | 10 | 17 | | | | | | |
| R ALDER-T | | 617.9 | 37.2 | 58 | 93 | 127 | | | | | | |
| COTWOOD | | 1658.3 | 99.9 | 0 | 17 | 34 | | | | | | |
| TOTAL | | 48.5 | 2.9 | 9,609 | 9,899 | 10,188 | 94 | 48 | 24 | | | |

| T TSPCSTGR | | Species, Sort Grade - Board Foot Volumes (Type) | | | | | | | | | | Page 1 | | | | | | | | | |
|---------------------|----------|---|-------------|------|------------------|--------|--------------|-------|-------------------------------|---------------------|-------|-----------------|-------|------------|-------|-------|-------------|----|-----|------|----------------|
| | | Project: RIDGEWAL | | | | | | | | | | Date 2/19/2015 | | | | | | | | | |
| | | | | | | | | | | | | Time 12:57:40PM | | | | | | | | | |
| T09N R02E S17 T00U1 | | | | | | | | | | T09N R02E S17 T00U1 | | | | | | | | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | | | | | | | | |
| 09N | 02E | 17 | RIDGEWALKER | 00U1 | 88.00 | 63 | 162 | S | W | | | | | | | | | | | | |
| Spp | S | So | Gr | % | Bd. Ft. per Acre | | | Total | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
| | | | | | Net | Def% | Gross | | Net | Log Scale Dia. | | | | Log Length | | | | Ln | Dia | Bd | |
| | T | CU | CU | | | | | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | Ft | In | Ft | | |
| WH | T | CU | CU | | 100.0 | 60 | | | | | | | | | | | 1 | 8 | | 0.00 | 13.4 |
| WH | T | HA | 3S | 1 | 8.3 | 180 | 165 | 15 | | 100 | | | | | 100 | | 40 | 9 | 110 | 0.61 | 1.5 |
| WH | T | HB | 2S | 28 | 1.3 | 4,172 | 4,120 | 363 | | | 78 | 22 | | | 100 | | 40 | 13 | 258 | 1.54 | 16.0 |
| WH | T | HB | 3S | 13 | .7 | 1,873 | 1,860 | 164 | | 100 | | | | | 100 | | 40 | 10 | 146 | 0.92 | 12.7 |
| WH | T | DM | 2S | 28 | 3.1 | 4,263 | 4,131 | 364 | | | 78 | 22 | | 7 | 93 | | 39 | 13 | 262 | 1.61 | 15.8 |
| WH | T | DM | 3S | 18 | 1.5 | 2,650 | 2,611 | 230 | 29 | 71 | | | 1 | 2 | 22 | 76 | 38 | 8 | 85 | 0.63 | 30.9 |
| WH | T | DM | 4S | 10 | | 1,462 | 1,462 | 129 | 98 | 2 | | | 17 | 10 | 30 | 43 | 30 | 5 | 33 | 0.36 | 44.3 |
| WH | T | DM | UT | 2 | | 189 | 189 | 17 | 100 | | | | 34 | 33 | 33 | | 20 | 5 | 19 | 0.29 | 9.8 |
| WH | T | Totals | | 38 | 2.1 | 14,851 | 14,538 | 1,279 | 16 | 27 | 44 | 13 | 2 | 2 | 9 | 87 | 31 | 8 | 101 | 0.83 | 144.3 |
| DF | T | CU | CU | | | | | | | | | | | | | | 0 | 8 | | 0.00 | 5.8 |
| DF | T | HA | 3S | 1 | | 204 | 204 | 18 | | 100 | | | | | 100 | | 40 | 11 | 180 | 1.03 | 1.1 |
| DF | T | HB | 2S | 45 | 1.9 | 7,539 | 7,397 | 651 | | | 55 | 45 | | | 100 | | 40 | 15 | 341 | 1.92 | 21.7 |
| DF | T | HB | 3S | 6 | 1.1 | 915 | 905 | 80 | | 100 | | | | | 100 | | 40 | 10 | 145 | 0.96 | 6.2 |
| DF | T | DM | 2S | 23 | 4.0 | 3,889 | 3,732 | 328 | | | 60 | 40 | | 2 | 98 | | 40 | 14 | 297 | 1.74 | 12.6 |
| DF | T | DM | 3S | 17 | .8 | 2,804 | 2,782 | 245 | 8 | 92 | | | 1 | 4 | 32 | 64 | 36 | 9 | 106 | 0.74 | 26.3 |
| DF | T | DM | 4S | 7 | | 1,249 | 1,249 | 110 | 82 | 18 | | | 40 | 21 | 13 | 26 | 23 | 6 | 29 | 0.37 | 42.8 |
| DF | T | DM | UT | 1 | | 25 | 25 | 2 | 100 | | | | 100 | | | | 10 | 6 | 13 | 0.31 | 2.0 |
| DF | T | Totals | | 43 | 2.0 | 16,625 | 16,294 | 1,434 | 8 | 24 | 39 | 30 | 3 | 2 | 7 | 87 | 31 | 9 | 137 | 1.07 | 118.6 |
| NF | T | CU | CU | | | | | | | | | | | | | | 6 | | | 0.00 | .8 |
| NF | T | HA | 2S | 3 | | 180 | 180 | 16 | | 100 | | | | | 100 | | 40 | 15 | 360 | 1.82 | .5 |
| NF | T | HA | 3S | 2 | | 142 | 142 | 12 | | 100 | | | | | 100 | | 40 | 10 | 150 | 0.97 | .9 |
| NF | T | HB | 2S | 21 | 1.8 | 1,294 | 1,271 | 112 | | | 24 | 76 | | | 100 | | 40 | 17 | 470 | 2.38 | 2.7 |
| NF | T | HB | 3S | 4 | | 241 | 241 | 21 | | 100 | | | | | 100 | | 40 | 11 | 180 | 1.00 | 1.3 |
| NF | T | DM | SM | 24 | | 1,438 | 1,438 | 127 | | | | 100 | | | 100 | | 40 | 21 | 753 | 3.47 | 1.9 |
| NF | T | DM | 2S | 31 | 4.2 | 1,933 | 1,852 | 163 | | | 37 | 63 | 1 | | 10 | 89 | 38 | 17 | 439 | 2.46 | 4.2 |
| NF | T | DM | 3S | 8 | | 528 | 528 | 46 | 17 | 83 | | | | 22 | 5 | 73 | 35 | 9 | 107 | 0.82 | 4.9 |
| NF | T | DM | 4S | 3 | | 147 | 147 | 13 | 57 | 43 | | | 46 | 28 | 26 | | 21 | 7 | 36 | 0.50 | 4.1 |
| NF | T | DM | UT | 4 | | 215 | 215 | 19 | 5 | | | 95 | 5 | | | 95 | 23 | 12 | 279 | 2.28 | .8 |
| NF | T | Totals | | 16 | 1.7 | 6,118 | 6,013 | 529 | 3 | 15 | 20 | 63 | 1 | 3 | 4 | 92 | 33 | 12 | 271 | 1.74 | 22.2 |
| RA | T | CU | CU | | | | | | | | | | | | | | 5 | | | 0.00 | 1.6 |
| RA | T | DM | UT | 15 | | 196 | 196 | 17 | 100 | | | | 60 | | 8 | 33 | 20 | 5 | 20 | 0.29 | 9.8 |
| RA | T | DM | 2S | 5 | 12.5 | 79 | 69 | 6 | | | 100 | | | | 100 | | 32 | 12 | 140 | 1.28 | .5 |
| RA | T | DM | 3S | 12 | 3.1 | 158 | 153 | 13 | | 100 | | | | | 100 | | 40 | 10 | 145 | 1.11 | 1.1 |
| RA | T | DM | 4S | 43 | 6.6 | 593 | 554 | 49 | | 100 | | | | 7 | 33 | 61 | 35 | 9 | 97 | 0.86 | 5.7 |
| RA | T | DM | 4S | 25 | | 313 | 313 | 28 | 100 | | | | 7 | 52 | | 41 | 29 | 5 | 30 | 0.34 | 10.3 |
| RA | T | Totals | | 3 | 4.1 | 1,339 | 1,285 | 113 | 40 | 55 | 5 | | 11 | 16 | 21 | 53 | 26 | 6 | 44 | 0.52 | 29.0 |
| Type Totals | | | | | 2.1 | 38,934 | 38,131 | 3,356 | 11 | 25 | 37 | 27 | 3 | 3 | 8 | 87 | 31 | 9 | 121 | 0.97 | 314.1 |

| T TSPCSTGR | Species, Sort Grade - Board Foot Volumes (Type) | | | | | | | | | | Page 2 | | | | | | | | | | |
|---------------------|---|----------|-------------|------------------|------------------|--------|--------------|------------------|-------------------------------|---------------------|--------|----|------------|----|-----|----|-------------|-----|------|-----------|----------------------|
| Project: RIDGEWAL | | | | | | | | | | Date 2/19/2015 | | | | | | | | | | | |
| | | | | | | | | | | Time 12:57:40PM | | | | | | | | | | | |
| T09N R02E S17 T00U2 | | | | | | | | | | T09N R02E S17 T00U2 | | | | | | | | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | | | | | | | | |
| 09N | 02E | 17 | RIDGEWALKER | 00U2 | 50.00 | 31 | 166 | S | W | | | | | | | | | | | | |
| S Spp | So T | Gr rt | ad | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
| | | | | | Def% | Gross | Net | | Log Scale Dia. | | | | Log Length | | | | Ln | Dia | Bd | CF/ Lf | |
| 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | Ft | In | Ft | Lf | | | | | | | | | | |
| WH Totals | | | | 14 | 7,435 | 7,435 | 372 | 19 | 29 | 38 | 14 | 3 | 1 | 7 | 89 | 28 | 8 | 92 | 0.80 | 80.8 | |
| WH | T | CU | CU | | | | | | | | | | | | | 5 | | | 0.00 | 5.2 | |
| WH | T | HB | 2S | 9 | 193 | 193 | 10 | | | 100 | | | | | 100 | 40 | 13 | 240 | 1.55 | .8 | |
| WH | T | HB | 3S | 11 | 226 | 226 | 11 | | | 100 | | | | | 100 | 40 | 11 | 180 | 1.03 | 1.3 | |
| WH | T | DM | 2S | 40 | 6.3 | 859 | 804 | 40 | | | 100 | | 20 | | 80 | 38 | 14 | 242 | 1.55 | 3.3 | |
| WH | T | DM | 3S | 26 | 1.7 | 530 | 521 | 26 | 9 | 91 | | | | 14 | 86 | 39 | 9 | 116 | 0.78 | 4.5 | |
| WH | T | DM | 4S | 14 | | 274 | 274 | 14 | 100 | | | | 18 | | 82 | 32 | 5 | 34 | 0.36 | 8.1 | |
| WH T Totals | | | | 4 | 3.0 | 2,082 | 2,019 | 101 | 16 | 35 | 49 | | 2 | 8 | 4 | 86 | 28 | 8 | 87 | 0.82 | 23.2 |
| CW | | CU | CU | | | | | | | | | | | | | 5 | | | 0.00 | 1.4 | |
| CW | | DM | UT | 2 | | 12 | 12 | 1 | 100 | | | | 100 | | | 12 | 7 | 20 | 0.35 | .6 | |
| CW | | DM | 1S | 75 | 3.3 | 434 | 419 | 21 | | 48 | 52 | | | | 100 | 40 | 11 | 206 | 1.27 | 2.0 | |
| CW | | DM | 2S | 12 | | 67 | 67 | 3 | | 100 | | | | | 100 | 38 | 9 | 110 | 0.83 | .6 | |
| CW | | DM | 4S | 11 | | 57 | 57 | 3 | 100 | | | | | | 100 | 40 | 5 | 40 | 0.34 | 1.4 | |
| CW Totals | | | | 1 | 2.5 | 570 | 556 | 28 | 12 | 48 | 39 | | 2 | | 98 | 28 | 8 | 91 | 0.86 | 6.1 | |
| RA | | CU | CU | | | | | | | | | | | | | 5 | | | 0.00 | 2.7 | |
| RA | | DM | 4S | 100 | | 106 | 106 | 5 | 100 | | | | | | 100 | 40 | 5 | 40 | 0.40 | 2.7 | |
| RA Totals | | | | 0 | | 106 | 106 | 5 | 100 | | | | | | 100 | 20 | 5 | 20 | 0.40 | 5.3 | |
| Type Totals | | | | | 1.8 | 55,601 | 54,599 | 2,730 | 7 | 22 | 34 | 37 | 2 | 3 | 3 | 91 | 31 | 10 | 154 | 1.12 | 355.3 |

| T TSPCSTGR | | Species, Sort Grade - Board Foot Volumes (Type) | | | | | | | | | | Page 1 | | | | | | | | | | | | |
|---------------------|---------------|---|-------------|------|------------------|--------|--------------|-------|-------------------------------|---------------------|-------|-----------------|-------|------------|-------|-------|-------------|----|-----|------|----------------|-------|-------|--|
| | | Project: RIDGEWAL | | | | | | | | | | Date 2/19/2015 | | | | | | | | | | | | |
| | | | | | | | | | | | | Time 12:57:40PM | | | | | | | | | | | | |
| T09N R02E S17 T00U3 | | | | | | | | | | T09N R02E S17 T00U3 | | | | | | | | | | | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | | | | | | | | | | | |
| 09N | 02E | 17 | RIDGEWALKER | 00U3 | 59.00 | 30 | 202 | S | W | | | | | | | | | | | | | | | |
| Spp | S | So | Gr | % | Bd. Ft. per Acre | | | Total | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre | | | |
| | | | | | Net | Def% | Gross | | Net | Log Scale Dia. | | | | Log Length | | | | Ln | Dia | Bd | | CF/Lf | | |
| | | | | | | | | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | | | | |
| DF | CU | CU | | | | | | | | | | | | | | | 1 | 8 | | 0.00 | | | 6.1 | |
| DF | HB | 2S | | 12 | .6 | 2,262 | 2,248 | 133 | | | 59 | 41 | | | | 100 | 40 | 15 | 335 | 1.84 | | | 6.7 | |
| DF | DM | 2S | | 61 | 2.4 | 11,430 | 11,160 | 658 | | | 45 | 55 | | | 2 | 98 | 40 | 15 | 331 | 1.93 | | | 33.7 | |
| DF | DM | 3S | | 22 | .6 | 4,054 | 4,030 | 238 | 6 | 94 | | | 1 | 6 | 13 | 80 | 37 | 9 | 119 | 0.82 | | | 33.8 | |
| DF | DM | 4S | | 5 | | 895 | 895 | 53 | 84 | 16 | | | 47 | 40 | | 13 | 21 | 6 | 27 | 0.39 | | | 32.6 | |
| DF | Totals | | | 34 | 1.6 | 18,640 | 18,333 | 1,082 | 5 | 21 | 35 | 38 | 2 | 3 | 4 | 90 | 31 | 10 | 162 | 1.23 | | | 112.9 | |
| DF | T | CU | CU | | | | | | | | | | | | | | 7 | | | 0.00 | | | 4.9 | |
| DF | T | HB | 2S | 7 | 1.5 | 445 | 439 | 26 | | | 52 | 48 | | | | 100 | 40 | 16 | 396 | 1.98 | | | 1.1 | |
| DF | T | DM | 2S | 65 | 3.6 | 3,981 | 3,838 | 226 | | | 52 | 48 | | 2 | 2 | 96 | 39 | 14 | 302 | 1.83 | | | 12.7 | |
| DF | T | DM | 3S | 23 | 4.6 | 1,444 | 1,378 | 81 | 21 | 79 | | | | 2 | 5 | 93 | 39 | 8 | 97 | 0.70 | | | 14.1 | |
| DF | T | DM | 4S | 4 | | 226 | 226 | 13 | 84 | 16 | | | 53 | 27 | | 20 | 20 | 6 | 25 | 0.38 | | | 8.9 | |
| DF | T | DM | UT | 1 | | 37 | 37 | 2 | 63 | 37 | | | 100 | | | | 14 | 6 | 14 | 0.25 | | | 2.7 | |
| DF | T | Totals | | 11 | 3.5 | 6,133 | 5,918 | 349 | 9 | 19 | 37 | 35 | 3 | 2 | 2 | 92 | 30 | 9 | 133 | 1.12 | | | 44.5 | |
| WH | CU | CU | | | | | | | | | | | | | | | 0 | 7 | | 0.00 | | | 8.1 | |
| WH | HB | 2S | | 5 | | 548 | 548 | 32 | | | 100 | | | | | 100 | 40 | 12 | 212 | 1.32 | | | 2.6 | |
| WH | HB | 3S | | 2 | | 153 | 153 | 9 | | | 100 | | | | | 100 | 40 | 8 | 90 | 0.64 | | | 1.7 | |
| WH | DM | 2S | | 44 | 4.5 | 4,453 | 4,251 | 251 | | | 82 | 18 | | 4 | 2 | 95 | 39 | 14 | 265 | 1.68 | | | 16.1 | |
| WH | DM | 3S | | 38 | 2.9 | 3,742 | 3,633 | 214 | 18 | 82 | | | | | 19 | 81 | 38 | 9 | 101 | 0.74 | | | 35.9 | |
| WH | DM | 4S | | 10 | | 937 | 937 | 55 | 98 | 2 | | | 28 | 20 | 25 | 27 | 25 | 5 | 27 | 0.33 | | | 34.4 | |
| WH | DM | UT | | 1 | | 80 | 80 | 5 | 100 | | | | | | | 100 | 40 | 5 | 40 | 0.46 | | | 2.0 | |
| WH | T | Totals | | 18 | 3.1 | 9,913 | 9,602 | 566 | 17 | 33 | 42 | 8 | 3 | 4 | 10 | 83 | 31 | 8 | 95 | 0.82 | | | 100.7 | |
| WH | T | CU | CU | | | | | | | | | | | | | | 1 | 7 | | 0.00 | | | 4.3 | |
| WH | T | HB | 2S | 5 | 5.0 | 177 | 168 | 10 | | | 100 | | | | | 100 | 40 | 12 | 190 | 1.28 | | | .9 | |
| WH | T | DM | 2S | 24 | | 697 | 697 | 41 | | | 100 | | | 23 | | 77 | 36 | 14 | 271 | 1.81 | | | 2.6 | |
| WH | T | DM | 3S | 47 | 1.9 | 1,386 | 1,360 | 80 | 15 | 85 | | | | | 9 | 91 | 39 | 9 | 111 | 0.80 | | | 12.2 | |
| WH | T | DM | 4S | 22 | | 656 | 656 | 39 | 100 | | | | 7 | 43 | 11 | 39 | 31 | 5 | 32 | 0.29 | | | 20.2 | |
| WH | T | DM | UT | 2 | | 34 | 34 | 2 | 100 | | | | 100 | | | | 17 | 5 | 20 | 0.20 | | | 1.7 | |
| WH | T | Totals | | 5 | 1.2 | 2,949 | 2,915 | 172 | 31 | 40 | 30 | | 3 | 15 | 7 | 76 | 30 | 7 | 70 | 0.62 | | | 41.9 | |
| NF | T | CU | CU | | | | | | | | | | | | | | 8 | | | 0.00 | | | 1.4 | |
| NF | T | HB | 2S | 20 | .8 | 1,749 | 1,735 | 102 | | | 21 | 79 | | | | 100 | 40 | 16 | 424 | 2.18 | | | 4.1 | |
| NF | T | DM | SM | 11 | | 987 | 987 | 58 | | | | 100 | | | | 100 | 40 | 20 | 699 | 3.19 | | | 1.4 | |
| NF | T | DM | 2S | 54 | 5.2 | 4,948 | 4,690 | 277 | | | 34 | 66 | | 1 | 2 | 98 | 40 | 16 | 422 | 2.26 | | | 11.1 | |
| NF | T | DM | 3S | 13 | 1.0 | 1,118 | 1,107 | 65 | 7 | 93 | | | 3 | 13 | 17 | 67 | 34 | 9 | 110 | 0.86 | | | 10.1 | |
| NF | T | DM | 4S | 2 | | 153 | 153 | 9 | 63 | 37 | | | 49 | 51 | | | 19 | 7 | 29 | 0.47 | | | 5.3 | |
| NF | T | Totals | | 16 | 3.2 | 8,955 | 8,673 | 512 | 2 | 13 | 23 | 63 | 1 | 3 | 3 | 93 | 33 | 12 | 260 | 1.70 | | | 33.3 | |
| NF | CU | CU | | | | | | | | | | | | | | | 6 | | | 0.00 | | | .8 | |
| NF | HB | 2S | | 14 | | 1,136 | 1,136 | 67 | | | 19 | 81 | | | | 100 | 40 | 18 | 575 | 2.77 | | | 2.0 | |
| NF | DM | SM | | 9 | | 705 | 705 | 42 | | | | 100 | | | | 100 | 40 | 18 | 573 | 2.76 | | | 1.2 | |

| | | | | | | | | | | | | | | |
|---------------------|-----|-----|-------------|------|-------|-------|--------------|------|------|---------------------|--|--|--|--|
| T09N R02E S17 T00U3 | | | | | | | | | | T09N R02E S17 T00U3 | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | |
| 09N | 02E | 17 | RIDGEWALKER | 00U3 | 59.00 | 30 | 202 | S | W | | | | | |

| Spp | T | So | Gr | % | Bd. Ft. per Acre | | | Total | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre | | | | | |
|-------------|---------------|---------------|----|-----|------------------|--------|--------|-------|-------------------------------|------|-------|-----|---------|----------------|------|-------|-------------|------------|-------|-------|----------------|-------|-----|----|-------|-------|
| | | | | | | | | | Net | Def% | Gross | Net | Net MBF | Log Scale Dia. | | | | Log Length | | | | Ln | Dia | Bd | CF/Lf | |
| | | | | | | | | | | | | | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | | | | | | 36-99 |
| NF | | DM | 2S | 54 | 11.9 | 4,725 | 4,165 | 246 | | | | 43 | 57 | | | 2 | 98 | 40 | 15 | 344 | 2.03 | 12.1 | | | | |
| NF | | DM | 3S | 18 | 3.3 | 1,370 | 1,325 | 78 | 6 | 94 | | | | 1 | 6 | 28 | 64 | 35 | 9 | 110 | 0.85 | 12.1 | | | | |
| NF | | DM | 4S | 5 | 27.5 | 520 | 377 | 22 | 79 | 21 | | | | 36 | 18 | 14 | 32 | 25 | 6 | 30 | 0.45 | 12.6 | | | | |
| NF | Totals | | | 14 | 8.8 | 8,455 | 7,707 | 455 | 5 | 17 | 26 | 52 | | 2 | 2 | 6 | 90 | 33 | 11 | 189 | 1.36 | 40.8 | | | | |
| RA | T | CU | CU | | 100.0 | 15 | | | | | | | | | | | | 9 | 5 | | 0.00 | 1.5 | | | | |
| RA | T | DM | 3S | 50 | | 88 | 88 | 5 | | 100 | | | | 100 | | | | 16 | 10 | 60 | 0.89 | 1.5 | | | | |
| RA | T | DM | 4S | 50 | | 88 | 88 | 5 | 100 | | | | | | | 100 | | 40 | 6 | 60 | 0.37 | 1.5 | | | | |
| RA | T | Totals | | 0 | 7.7 | 190 | 176 | 10 | 50 | 50 | | | | 50 | | 50 | | 22 | 7 | 40 | 0.45 | 4.4 | | | | |
| RA | | CU | CU | | | | | | | | | | | | | | | 6 | | | 0.00 | 1.3 | | | | |
| RA | | DM | 4S | 100 | | 77 | 77 | 5 | 100 | | | | | | | 100 | | 40 | 6 | 60 | 0.71 | 1.3 | | | | |
| RA | Totals | | | 0 | | 77 | 77 | 5 | 100 | | | | | | | 100 | | 20 | 6 | 30 | 0.71 | 2.6 | | | | |
| Type | Totals | | | | 3.5 | 55,313 | 53,399 | 3,151 | 9 | 22 | 33 | 36 | | 2 | 4 | 5 | 89 | 31 | 9 | 140 | 1.10 | 381.0 | | | | |

| T | TSPCSTGR | Species, Sort Grade - Board Foot Volumes (Type) | | | | | | | | | | Page | 1 | | | | | | | | | |
|---------------------|---------------|---|-------------|------|-------|------------------|--------------|-------------------------------|-------------|---------------------|-----|-------|-------|------------|-------|----|----|-----|------|------|------|-------|
| | | | | | | | | | | | | Date | | 2/19/2015 | | | | | | | | |
| | | | | | | | | | | | | Time | | 12:57:40PM | | | | | | | | |
| T09N R02E S17 T00U4 | | | | | | | | | | T09N R02E S17 T00U4 | | | | | | | | | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | | | | | | | | | |
| 09N | 02E | 17 | RIDGEWALKER | 00U4 | 70.00 | 48 | 107 | S | W | | | | | | | | | | | | | |
| Spp | S | So | Gr | % | Net | Bd. Ft. per Acre | Total | Percent Net Board Foot Volume | Average Log | Logs | | | | | | | | | | | | |
| | | | | | | | | | | | Per | /Acre | | | | | | | | | | |
| | | | | | | | | Log Scale Dia. | Log Length | Ln | Dia | Bd | CF/ | | | | | | | | | |
| | | | | | | | Net MBF | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | Ft | In | Ft | Lf | | | |
| DF | T | CU | CU | | 100.0 | 10 | | | | | | | | | | 1 | 7 | | 0.00 | 15.2 | | |
| DF | T | HB | 2S | 14 | 2.3 | 2,868 | 2,801 | | | 82 | 18 | | | | 100 | 40 | 14 | 283 | 1.69 | 9.9 | | |
| DF | T | HB | 3S | 3 | | 730 | 730 | | 100 | | | | | 11 | 89 | 39 | 10 | 142 | 0.95 | 5.1 | | |
| DF | T | DM | 2S | 41 | 2.4 | 8,330 | 8,126 | | | 55 | 45 | | 1 | 3 | 96 | 39 | 14 | 299 | 1.87 | 27.2 | | |
| DF | T | DM | 3S | 32 | 1.2 | 6,338 | 6,260 | | 23 | 77 | | | | 22 | 78 | 38 | 9 | 105 | 0.81 | 59.5 | | |
| DF | T | DM | 4S | 9 | 1.0 | 1,889 | 1,870 | | 92 | 8 | | | 27 | 17 | 22 | 26 | 6 | 31 | 0.37 | 61.0 | | |
| DF | T | DM | UT | 1 | | 62 | 62 | | 73 | 27 | | | 100 | | | 10 | 5 | 12 | 0.25 | 5.1 | | |
| DF | T | Totals | | 62 | 1.9 | 20,228 | 19,849 | | 1,389 | 16 | 29 | 34 | 21 | 3 | 2 | 11 | 85 | 30 | 9 | 108 | 0.95 | 183.0 |
| WH | T | CU | CU | | | | | | | | | | | | | 6 | | | 0.00 | 4.8 | | |
| WH | T | HB | 2S | 17 | 2.6 | 1,221 | 1,190 | | | 100 | | | | | 100 | 40 | 13 | 246 | 1.53 | 4.8 | | |
| WH | T | HB | 3S | 12 | | 859 | 859 | | 100 | | | | | | 100 | 40 | 10 | 146 | 0.84 | 5.9 | | |
| WH | T | DM | 2S | 33 | 5.7 | 2,392 | 2,255 | | | 74 | 26 | | | | 100 | 40 | 14 | 274 | 1.85 | 8.2 | | |
| WH | T | DM | 3S | 26 | 2.4 | 1,820 | 1,776 | | 26 | 74 | | | | 11 | 89 | 38 | 8 | 99 | 0.79 | 18.0 | | |
| WH | T | DM | 4S | 10 | | 667 | 667 | | 97 | 3 | | | 7 | 39 | 29 | 28 | 5 | 31 | 0.38 | 21.2 | | |
| WH | T | DM | UT | 2 | | 112 | 112 | | | | 100 | | 100 | | | 10 | 20 | 170 | 2.80 | .7 | | |
| WH | T | Totals | | 21 | 3.0 | 7,072 | 6,860 | | 480 | 16 | 32 | 42 | 10 | 2 | 4 | 6 | 88 | 32 | 8 | 108 | 0.92 | 63.6 |
| NF | T | CU | CU | | | | | | | | | | | | | 6 | | | 0.00 | 2.5 | | |
| NF | T | HA | 2S | 5 | | 330 | 330 | | | 100 | | | | | 100 | 40 | 14 | 290 | 1.52 | 1.1 | | |
| NF | T | HB | 2S | 22 | 1.0 | 1,179 | 1,168 | | | 73 | 27 | | | | 100 | 40 | 13 | 254 | 1.48 | 4.6 | | |
| NF | T | HB | 3S | 5 | | 283 | 283 | | 100 | | | | | | 100 | 40 | 11 | 180 | 1.03 | 1.6 | | |
| NF | T | DM | SM | 27 | | 1,510 | 1,510 | | | | 100 | | | | 100 | 40 | 18 | 527 | 2.48 | 2.9 | | |
| NF | T | DM | 2S | 20 | 6.3 | 1,215 | 1,139 | | | 68 | 32 | | | 11 | 89 | 39 | 13 | 262 | 1.65 | 4.3 | | |
| NF | T | DM | 3S | 13 | | 687 | 687 | | 43 | 57 | | | 3 | | 21 | 36 | 8 | 83 | 0.67 | 8.3 | | |
| NF | T | DM | 4S | 3 | | 196 | 196 | | 52 | 48 | | | 57 | 14 | | 21 | 7 | 30 | 0.47 | 6.5 | | |
| NF | T | DM | UT | 5 | | 229 | 229 | | 100 | | | | 7 | 93 | | 24 | 5 | 26 | 0.20 | 8.7 | | |
| NF | T | Totals | | 17 | 1.6 | 5,630 | 5,542 | | 388 | 11 | 14 | 35 | 39 | 3 | 4 | 5 | 88 | 30 | 9 | 137 | 1.04 | 40.5 |
| Type | Totals | | | | 2.1 | 32,930 | 32,251 | | 2,258 | 15 | 27 | 36 | 22 | 3 | 3 | 9 | 86 | 31 | 9 | 112 | 0.96 | 287.2 |

T09N R02E S17 T00U6 **T09N R02E S17 T00U6**
 Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdBft
 09N 02E 17 RIDGEWALKER 00U6 71.00 41 264 S W

| S Sp | So T | Gr rt | % | Bd. Ft. per Acre | | | Total Net MBF | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre | | |
|-----------|-----------------|----------|----|------------------|--------|--------|------------------|-------------------------------|------|-------|-----|------------|-------|-------|-------|-------------|-----------|----------|-----------|----------------------|-------|------|
| | | | | Def% | Gross | Net | | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In | Bd Ft | CF/ Lf | | | |
| | | | | | | | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | | | |
| NF | CU | CU | | 100.0 | 12 | | | | | | | | | | | | 2 | 7 | | 0.00 | 9.9 | |
| NF | HA | 3S | | | 111 | 111 | 8 | | 100 | | | | | | 100 | | 40 | 11 | 180 | 1.03 | .6 | |
| NF | HB | 2S | 32 | .1 | 4,613 | 4,606 | 327 | | | 55 | 45 | | | | 100 | | 40 | 15 | 345 | 1.77 | 13.3 | |
| NF | HB | 3S | 5 | 2.3 | 658 | 643 | 46 | | 100 | | | | | | 100 | | 40 | 10 | 148 | 0.87 | 4.3 | |
| NF | DM | 2S | 32 | 5.1 | 4,930 | 4,680 | 332 | | | 49 | 51 | 0 | | 3 | 96 | | 39 | 15 | 345 | 2.01 | 13.6 | |
| NF | DM | 3S | 23 | .6 | 3,324 | 3,303 | 235 | 21 | 79 | | | 1 | | 10 | 89 | | 38 | 9 | 105 | 0.76 | 31.4 | |
| NF | DM | 4S | 7 | | 1,021 | 1,021 | 73 | 92 | 8 | | | 31 | 33 | 10 | 26 | | 26 | 6 | 30 | 0.37 | 33.8 | |
| NF | DM | UT | 1 | | 91 | 91 | 6 | 27 | | | 73 | 100 | | | | | 12 | 7 | 32 | 0.51 | 2.9 | |
| NF | Totals | | 38 | 2.1 | 14,761 | 14,456 | 1,026 | 11 | 24 | 33 | 31 | 3 | 2 | 4 | 90 | | 31 | 9 | 132 | 1.02 | 109.9 | |
| NF | T | CU | CU | | | | | | | | | | | | | | 11 | | | 0.00 | 1.5 | |
| NF | T | HB | 2S | 48 | 2.1 | 4,208 | 4,121 | 293 | | 7 | 93 | | | | 100 | | 40 | 18 | 535 | 2.63 | 7.7 | |
| NF | T | DM | SM | 2 | | 135 | 135 | 10 | | | 100 | | | | 100 | | 40 | 16 | 400 | 2.02 | .3 | |
| NF | T | DM | 2S | 37 | 1.7 | 3,194 | 3,139 | 223 | | | 37 | 63 | | | 6 | 94 | | 39 | 15 | 349 | 2.01 | 9.0 |
| NF | T | DM | 3S | 10 | .4 | 856 | 852 | 61 | 3 | 97 | | | 2 | 8 | 22 | 69 | | 35 | 9 | 114 | 1.01 | 7.5 |
| NF | T | DM | 4S | 2 | | 190 | 190 | 13 | 47 | 53 | | | 76 | 24 | | | | 17 | 8 | 30 | 0.54 | 6.3 |
| NF | T | DM | UT | 1 | | 7 | 7 | 0 | 100 | | | | 100 | | | | | 14 | 7 | 20 | 0.41 | .3 |
| NF | T Totals | | 22 | 1.7 | 8,589 | 8,444 | 600 | 1 | 11 | 17 | 70 | 2 | 1 | 4 | 92 | | 32 | 13 | 258 | 1.78 | 32.7 | |
| WH | CU | CU | | 100.0 | 33 | | | | | | | | | | | | 0 | 7 | | 0.00 | 12.4 | |
| WH | HB | 2S | 23 | 1.1 | 2,241 | 2,218 | 157 | | | 75 | 25 | | | | 100 | | 40 | 13 | 265 | 1.45 | 8.4 | |
| WH | HB | 3S | 9 | | 771 | 771 | 55 | | 100 | | | | | | 11 | 89 | | 39 | 10 | 147 | 0.89 | 5.3 |
| WH | DM | 2S | 34 | 2.4 | 3,233 | 3,156 | 224 | | | 66 | 34 | | | | 3 | 97 | | 39 | 14 | 285 | 1.79 | 11.1 |
| WH | DM | 3S | 24 | 1.8 | 2,295 | 2,253 | 160 | 27 | 73 | | | | | 4 | 11 | 85 | | 38 | 8 | 94 | 0.78 | 24.1 |
| WH | DM | 4S | 8 | 1.1 | 774 | 766 | 54 | 98 | 2 | | | 15 | 19 | 17 | 48 | | 29 | 5 | 31 | 0.38 | 24.4 | |
| WH | DM | UT | 2 | | 94 | 94 | 7 | 100 | | | | 45 | 29 | | 26 | | 21 | 5 | 24 | 0.35 | 3.9 | |
| WH | Totals | | 24 | 2.0 | 9,442 | 9,257 | 657 | 16 | 26 | 40 | 18 | 2 | 3 | 6 | 89 | | 30 | 8 | 103 | 0.92 | 89.6 | |
| WH | T | CU | CU | | | | | | | | | | | | | | 5 | | | 0.00 | 1.9 | |
| WH | T | DM | 2S | 42 | 3.7 | 639 | 615 | 44 | | | 72 | 28 | 11 | 17 | | 72 | | 36 | 15 | 281 | 1.83 | 2.2 |
| WH | T | DM | 3S | 27 | 2.0 | 395 | 387 | 27 | 20 | 80 | | | | 4 | 7 | 89 | | 39 | 8 | 94 | 0.79 | 4.1 |
| WH | T | DM | 4S | 7 | | 96 | 96 | 7 | 100 | | | | | 17 | 22 | 62 | | 33 | 5 | 32 | 0.37 | 3.0 |
| WH | T | DM | UT | 15 | | 217 | 217 | 15 | 78 | 22 | | | 4 | 32 | 42 | 22 | | 29 | 5 | 38 | 0.47 | 5.7 |
| WH | T | RO | 3S | 9 | 3.8 | 130 | 125 | 9 | | | 100 | | | | | 100 | | 40 | 18 | 510 | 2.87 | .2 |
| WH | T Totals | | 4 | 2.5 | 1,476 | 1,440 | 102 | 24 | 25 | 31 | 20 | 5 | 14 | 10 | 71 | | 30 | 7 | 84 | 0.81 | 17.1 | |
| DF | CU | CU | | 100.0 | 81 | | | | | | | | | | | | 2 | 9 | | 0.00 | 3.8 | |
| DF | HA | 2S | 2 | | 99 | 99 | 7 | | | 100 | | | | | | 100 | | 40 | 12 | 200 | 1.38 | .5 |
| DF | HB | 2S | 28 | 1.3 | 1,215 | 1,199 | 85 | | | 55 | 45 | | | | | 100 | | 40 | 14 | 312 | 1.74 | 3.8 |
| DF | HB | 3S | 11 | | 449 | 449 | 32 | | 100 | | | | | | 16 | 84 | | 37 | 10 | 128 | 1.01 | 3.5 |
| DF | DM | 2S | 25 | 2.7 | 1,107 | 1,077 | 76 | | | 57 | 43 | | | 8 | | 92 | | 39 | 14 | 279 | 1.76 | 3.9 |
| DF | DM | 3S | 25 | 3.1 | 1,102 | 1,068 | 76 | 29 | 71 | | | | | 4 | 19 | 77 | | 37 | 9 | 101 | 0.81 | 10.6 |
| DF | DM | 4S | 8 | 1.0 | 345 | 342 | 24 | 95 | 5 | | | 45 | 16 | 18 | 20 | | 21 | 6 | 24 | 0.40 | 14.2 | |

| | | | | | | | | | | | | | | |
|---------------------|-----|-----|-------------|------|-------|-------|--------------|------|------|---------------------|--|--|--|--|
| T09N R02E S17 T00U6 | | | | | | | | | | T09N R02E S17 T00U6 | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | |
| 09N | 02E | 17 | RIDGEWALKER | 00U6 | 71.00 | 41 | 264 | S | W | | | | | |

| Spp | So | Gr | T | rt | ad | % | Net | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre | | | | | |
|-------------|---------------|---------------|---|----|----|----|-----|-------------------------------|--------|-------|---------|-------|----------------|------|-------|-------------|------------|-------|-------|----------------|------|------|-------|-------|-------|
| | | | | | | | | Bd. Ft. per Acre | | | | Total | Log Scale Dia. | | | | Log Length | | | | Ln | Dia | Bd | CF/Lf | |
| | | | | | | | | Def% | Gross | Net | Net MBF | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | | | | | | 36-99 |
| DF | | DM | | UT | | 1 | 25 | 25 | 2 | 100 | | | | | | | 16 | 5 | 20 | 0.20 | 1.2 | | | | |
| DF | Totals | | | | | 11 | 3.7 | 4,422 | 4,259 | 302 | 15 | 29 | 32 | 24 | 4 | 4 | 8 | 84 | 28 | 9 | 103 | 0.97 | 41.5 | | |
| DF | T | CU | | CU | | | | | | | | | | | | | | | 6 | | 0.00 | 1.1 | | | |
| DF | T | HB | | 2S | | 39 | 3.5 | 254 | 245 | 17 | | | 49 | 51 | | | | 100 | 40 | 15 | 323 | 1.77 | .8 | | |
| DF | T | HB | | 3S | | 31 | | 195 | 195 | 14 | | 100 | | | | | | 100 | 40 | 10 | 145 | 0.95 | 1.3 | | |
| DF | T | DM | | 3S | | 10 | | 63 | 63 | 4 | 29 | 71 | | | | | | 71 | 29 | 35 | 8 | 84 | 0.79 | .8 | |
| DF | T | DM | | 4S | | 20 | | 122 | 122 | 9 | 100 | | | | 4 | | 18 | 78 | 34 | 6 | 43 | 0.40 | 2.9 | | |
| DF | T | Totals | | | | 2 | 1.4 | 634 | 625 | 44 | 22 | 38 | 19 | 20 | 1 | | 11 | 89 | 30 | 8 | 92 | 0.80 | 6.8 | | |
| Type | Totals | | | | | | 2.1 | 39,324 | 38,481 | 2,732 | 11 | 22 | 31 | 35 | 3 | 3 | 5 | 89 | 30 | 9 | 129 | 1.05 | 297.6 | | |

T09N R02E S17 T0U7N T09N R02E S17 T0U7N
 Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdBft
 09N 02E 17 RIDGEWALKER 0U7N 49.00 34 226 S W

| Spp | S | So | Gr | % | Bd. Ft. per Acre | | | Total | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre | | |
|-------------|---------------|----|----|-----|------------------|-------|-------|-------|-------------------------------|------|-------|-----|---------|----------------|-------|-------|-------------|------------|----|-----|----------------|-------|--------|
| | | | | | | | | | Net BdBft | Def% | Gross | Net | Net MBF | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In |
| | | | | | 4-7 | 8-11 | 12-15 | | | | | | | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | |
| NF | CU | CU | | | 100.0 | 7 | | | | | | | | | | | | 1 | 7 | | 0.00 | 16.7 | |
| NF | HB | 2S | 14 | 1.9 | 1,415 | 1,388 | 68 | | | 100 | | | | 7 | 93 | | | 39 | 13 | 229 | 1.53 | 6.1 | |
| NF | HB | 3S | 20 | 1.9 | 1,928 | 1,892 | 93 | | 100 | | | | | | 100 | | | 40 | 10 | 138 | 0.93 | 13.7 | |
| NF | DM | 2S | 10 | 6.4 | 1,099 | 1,028 | 50 | | | 100 | | | | | 8 | 92 | | 39 | 13 | 208 | 1.59 | 4.9 | |
| NF | DM | 3S | 32 | 1.1 | 3,113 | 3,079 | 151 | 22 | 78 | | | | | 19 | 81 | | | 38 | 8 | 103 | 0.83 | 30.0 | |
| NF | DM | 4S | 22 | .2 | 2,085 | 2,080 | 102 | 97 | 3 | | | | 10 | 34 | 24 | 32 | | 28 | 5 | 31 | 0.37 | 66.5 | |
| NF | DM | UT | 2 | | 182 | 182 | 9 | 24 | | 41 | 34 | | 100 | | | | | 15 | 8 | 57 | 0.67 | 3.2 | |
| NF | Totals | | 35 | 1.8 | 9,829 | 9,649 | 473 | 28 | 45 | 26 | 1 | | 4 | 7 | 13 | 76 | | 29 | 7 | 68 | 0.70 | 141.0 | |
| NF | T | CU | CU | | | | | | | | | | | | | | | 1 | 11 | | 0.00 | 2.4 | |
| NF | T | HB | 2S | 33 | 2.7 | 1,928 | 1,877 | 92 | | 45 | 55 | | | | 100 | | | 40 | 15 | 363 | 2.17 | 5.2 | |
| NF | T | DM | SM | 3 | | 157 | 157 | 8 | | | 100 | | | | 100 | | | 40 | 18 | 530 | 2.73 | .3 | |
| NF | T | DM | 2S | 45 | 6.5 | 2,694 | 2,520 | 123 | | 63 | 37 | | | 8 | 92 | | | 38 | 15 | 311 | 2.19 | 8.1 | |
| NF | T | DM | 3S | 12 | | 624 | 624 | 31 | 41 | 59 | | | | 14 | 33 | 52 | | 34 | 8 | 78 | 0.88 | 8.0 | |
| NF | T | DM | 4S | 4 | 1.6 | 236 | 232 | 11 | 91 | 9 | | | 16 | 41 | 18 | 25 | | 27 | 7 | 42 | 0.66 | 5.5 | |
| NF | T | DM | UT | 3 | | 152 | 152 | 7 | 17 | 4 | 79 | | 9 | 79 | 12 | | | 21 | 10 | 114 | 1.30 | 1.3 | |
| NF T | Totals | | 20 | 4.0 | 5,791 | 5,562 | 273 | 9 | 7 | 44 | 40 | | 1 | 9 | 5 | 85 | | 32 | 11 | 181 | 1.57 | 30.8 | |
| DF | CU | CU | | | | | | | | | | | | | | | | 3 | 24 | | 0.00 | .6 | |
| DF | HB | 2S | 20 | 1.2 | 1,016 | 1,004 | 49 | | | 75 | 25 | | | | 100 | | | 40 | 13 | 235 | 1.60 | 4.3 | |
| DF | HB | 3S | 9 | | 401 | 401 | 20 | | 100 | | | | | | 100 | | | 40 | 9 | 135 | 0.99 | 3.0 | |
| DF | DM | 2S | 19 | 5.1 | 991 | 941 | 46 | | | 89 | 11 | | 7 | | 93 | | | 36 | 13 | 216 | 1.70 | 4.4 | |
| DF | DM | 3S | 38 | 3.3 | 1,852 | 1,790 | 88 | 22 | 78 | | | | | 1 | 23 | 76 | | 37 | 8 | 93 | 0.77 | 19.2 | |
| DF | DM | 4S | 12 | 2.3 | 602 | 588 | 29 | 90 | 10 | | | | 28 | 58 | 14 | | | 23 | 6 | 26 | 0.37 | 22.7 | |
| DF | DM | UT | 2 | | 75 | 75 | 4 | 60 | 40 | | | | 100 | | | | | 14 | 6 | 18 | 0.31 | 4.3 | |
| DF | Totals | | 17 | 2.8 | 4,936 | 4,798 | 235 | 20 | 39 | 33 | 7 | | 6 | 7 | 10 | 76 | | 30 | 8 | 82 | 0.81 | 58.4 | |
| DF | T | CU | CU | | 100.0 | 34 | | | | | | | | | | | | 6 | 11 | | 0.00 | 2.0 | |
| DF | T | HB | 2S | 18 | 2.9 | 255 | 247 | 12 | | 53 | 47 | | | 47 | 53 | | | 34 | 16 | 330 | 2.20 | .7 | |
| DF | T | HB | 3S | 15 | 3.1 | 217 | 210 | 10 | | 100 | | | | | 100 | | | 40 | 11 | 174 | 1.31 | 1.2 | |
| DF | T | DM | 2S | 22 | 4.4 | 322 | 307 | 15 | | | 100 | | | | 100 | | | 40 | 13 | 215 | 1.63 | 1.4 | |
| DF | T | DM | 3S | 32 | 3.3 | 448 | 433 | 21 | | 100 | | | | | 100 | | | 40 | 10 | 144 | 1.04 | 3.0 | |
| DF | T | DM | 4S | 13 | 2.1 | 174 | 171 | 8 | 100 | | | | | 47 | 40 | 13 | | 29 | 6 | 36 | 0.51 | 4.8 | |
| DF T | Totals | | 5 | 5.6 | 1,449 | 1,368 | 67 | 12 | 47 | 32 | 8 | | | 14 | 5 | 81 | | 31 | 9 | 104 | 1.01 | 13.1 | |
| WH | CU | CU | | | | | | | | | | | | | | | | 1 | 9 | | 0.00 | 1.6 | |
| WH | HB | 3S | 3 | 8.3 | 132 | 121 | 6 | | 100 | | | | | | 100 | | | 40 | 9 | 110 | 0.68 | 1.1 | |
| WH | DM | 2S | 31 | 2.2 | 1,116 | 1,091 | 53 | | | 94 | 6 | | 6 | | 94 | | | 37 | 13 | 216 | 1.61 | 5.1 | |
| WH | DM | 3S | 50 | 2.0 | 1,812 | 1,776 | 87 | 8 | 92 | | | | | | 11 | 89 | | 39 | 9 | 119 | 0.93 | 14.9 | |
| WH | DM | 4S | 15 | | 542 | 542 | 27 | 100 | | | | | 13 | 66 | 22 | | | 24 | 5 | 28 | 0.38 | 19.2 | |
| WH | DM | UT | 1 | | 8 | 8 | 0 | 100 | | | | | 100 | | | | | 13 | 5 | 10 | 0.29 | .8 | |
| WH | Totals | | 13 | 2.0 | 3,611 | 3,539 | 173 | 19 | 50 | 29 | 2 | | 4 | 10 | 5 | 81 | | 30 | 8 | 83 | 0.82 | 42.8 | |

| | | |
|--------------------------|-------------------------|---------------------|
| T09N R02E S17 T0U7N | | T09N R02E S17 T0U7N |
| Twp 09N | Rge 02E | Sec 17 |
| Tract RIDGEWALKER | Type 0U7N | Acres 49.00 |
| Plots 34 | Sample Trees 226 | CuFt S |
| | | BdFt W |

| S Spp | So T | Gr rt | Gr ad | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
|-------------|---------------|---------------|----------|------------------|------------------|--------|--------|------------------|-------------------------------|------|-------|-----|------------|-------|-------|-------|-------------|-----|-----|------|----------------------|
| | | | | | | | | | Log Scale Dia. | | | | Log Length | | | | Ln | Dia | Bd | CF/ | |
| | | | | | | | | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | Ft | In | Ft | Lf | |
| WH | T | CU | CU | | 100.0 | 66 | | | | | | | | | | | 3 | 15 | | 0.00 | 2.4 |
| WH | T | HB | 2S | 5 | | 129 | 129 | 6 | | 100 | | | | | | 100 | 40 | 14 | 290 | 1.85 | .4 |
| WH | T | HB | 3S | 4 | | 99 | 99 | 5 | | 100 | | | | | | 100 | 40 | 8 | 90 | 0.71 | 1.1 |
| WH | T | DM | 2S | 40 | 14.6 | 1,207 | 1,032 | 51 | | 64 | 36 | | 7 | | 15 | 79 | 36 | 14 | 235 | 2.02 | 4.4 |
| WH | T | DM | 3S | 35 | 2.1 | 899 | 880 | 43 | 11 | 89 | | | | 4 | 3 | 93 | 38 | 9 | 111 | 0.91 | 7.9 |
| WH | T | DM | 4S | 10 | | 251 | 251 | 12 | 86 | 14 | | | 33 | 53 | 14 | | 22 | 6 | 27 | 0.41 | 9.3 |
| WH | T | DM | UT | 6 | | 136 | 136 | 7 | | | 100 | | | | | 100 | 40 | 17 | 460 | 2.78 | .3 |
| WH | T | Totals | | 9 | 9.4 | 2,788 | 2,527 | 124 | 12 | 36 | 31 | 20 | 6 | 7 | 8 | 79 | 29 | 9 | 98 | 1.04 | 25.7 |
| Type | Totals | | | | 3.4 | 28,404 | 27,444 | 1,345 | 20 | 36 | 32 | 12 | 4 | 8 | 9 | 79 | 30 | 8 | 88 | 0.87 | 311.8 |

| | | | | | | | | | | | | | | |
|---------------------|-----|-----|-------------|------|-------|-------|--------------|------|------|---------------------|--|--|--|--|
| T09N R02E S17 T0U7S | | | | | | | | | | T09N R02E S17 T0U7S | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | |
| 09N | 02E | 17 | RIDGEWALKER | 0U7S | 33.00 | 25 | 184 | S | W | | | | | |

| Spp | T | So | 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 | Dia | Bd | CF/ | | |
| | | | | | | | | | | 4-7 | 8-11 | 12-15 | 16+ | 12-20 | 21-30 | 31-35 | 36-99 | Ft | In | Ft | Lf | | |
| DF | T | Totals | | | 18 | 2.6 | 5,718 | 5,568 | 184 | 25 | 33 | 42 | | 2 | 7 | 6 | 85 | 32 | 8 | 87 | 0.78 | 63.8 | |
| DF | T | CU | CU | | | | | | | | | | | | | | | | 6 | | | 0.00 | 3.3 |
| DF | T | HB | 2S | | 21 | .9 | 702 | 696 | 23 | | | 73 | 27 | | | | 100 | 40 | 13 | 265 | 1.61 | 2.6 | |
| DF | T | HB | 3S | | 13 | | 441 | 441 | 15 | | 100 | | | | | | 100 | 40 | 11 | 180 | 1.24 | 2.5 | |
| DF | T | DM | 2S | | 32 | 6.5 | 1,135 | 1,061 | 35 | | | 72 | 28 | | 24 | | 76 | 35 | 14 | 258 | 1.90 | 4.1 | |
| DF | T | DM | 3S | | 22 | 3.6 | 738 | 711 | 23 | 34 | 66 | | | | | 27 | 73 | 38 | 8 | 92 | 0.77 | 7.8 | |
| DF | T | DM | 4S | | 11 | | 366 | 366 | 12 | 100 | | | | 18 | 10 | 37 | 34 | 29 | 5 | 32 | 0.40 | 11.3 | |
| DF | T | DM | UT | | 1 | | 9 | 9 | 0 | 100 | | | | 100 | | | | 12 | 7 | 20 | 0.41 | .5 | |
| DF | T | Totals | | | 11 | 3.1 | 3,391 | 3,285 | 108 | 19 | 28 | 39 | 15 | 2 | 9 | 10 | 79 | 31 | 8 | 103 | 0.95 | 32.0 | |
| Type | Totals | | | | | 4.3 | 32,359 | 30,974 | 1,022 | 24 | 35 | 30 | 11 | 5 | 6 | 6 | 82 | 30 | 8 | 83 | 0.80 | 375.1 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|--------------|--------------------------|---------------|---------------|---------------|-----------------|---------------|--------------|--------------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 00U1 | 88.00 | 63 | 316 | S | W | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | | | | TREES | TREES | | | | |
| TOTAL | | 63 | 316 | 5.0 | | | | | | |
| CRUISE | | 34 | 162 | 4.8 | 11,921 | | 1.4 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | 26 | 140 | 5.4 | | | | | | |
| BLANKS | | 3 | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| WHEMLOCK-T | 70 | 62.6 | 16.8 | 78 | 23.6 | 96.9 | 14,851 | 14,538 | 3,756 | 3,744 |
| DOUG FIR-T | 53 | 44.6 | 19.7 | 89 | 21.3 | 94.6 | 16,625 | 16,294 | 3,893 | 3,893 |
| NOBLE F-T | 22 | 8.1 | 25.7 | 95 | 5.7 | 29.1 | 6,118 | 6,013 | 1,262 | 1,262 |
| R ALDER-T | 17 | 20.1 | 11.6 | 49 | 4.4 | 14.9 | 1,339 | 1,285 | 396 | 396 |
| TOTAL | <i>162</i> | <i>135.5</i> | <i>17.9</i> | <i>78</i> | <i>55.7</i> | <i>235.4</i> | <i>38,934</i> | <i>38,131</i> | <i>9,307</i> | <i>9,296</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 | |
| WHEMLOCK-T | 62.2 | 7.4 | | 295 | 319 | 343 | | | | |
| DOUG FIR-T | 53.4 | 7.3 | | 459 | 496 | 532 | | | | |
| NOBLE F-T | 52.7 | 11.5 | | 867 | 979 | 1,092 | | | | |
| R ALDER-T | 60.6 | 15.1 | | 84 | 99 | 114 | | | | |
| TOTAL | <i>82.6</i> | <i>6.5</i> | | <i>415</i> | <i>443</i> | <i>472</i> | <i>272</i> | <i>139</i> | <i>68</i> | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | 53.6 | 6.4 | | 75 | 80 | 85 | | | | |
| DOUG FIR-T | 49.2 | 6.8 | | 109 | 117 | 124 | | | | |
| NOBLE F-T | 46.5 | 10.1 | | 180 | 200 | 220 | | | | |
| R ALDER-T | 59.0 | 14.7 | | 26 | 31 | 35 | | | | |
| TOTAL | <i>69.5</i> | <i>5.5</i> | | <i>98</i> | <i>103</i> | <i>109</i> | <i>193</i> | <i>98</i> | <i>48</i> | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | 109.5 | 13.8 | | 54 | 63 | 71 | | | | |
| DOUG FIR-T | 89.7 | 11.3 | | 40 | 45 | 50 | | | | |
| NOBLE F-T | 154.6 | 19.5 | | 7 | 8 | 10 | | | | |
| R ALDER-T | 295.9 | 37.2 | | 13 | 20 | 28 | | | | |
| TOTAL | <i>56.5</i> | <i>7.1</i> | | <i>126</i> | <i>135</i> | <i>145</i> | <i>127</i> | <i>65</i> | <i>32</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 | |
| WHEMLOCK-T | 93.7 | 11.8 | | 85 | 97 | 108 | | | | |
| DOUG FIR-T | 87.1 | 11.0 | | 84 | 95 | 105 | | | | |
| NOBLE F-T | 146.3 | 18.4 | | 24 | 29 | 34 | | | | |
| R ALDER-T | 309.0 | 38.9 | | 9 | 15 | 21 | | | | |
| TOTAL | <i>40.4</i> | <i>5.1</i> | | <i>223</i> | <i>235</i> | <i>247</i> | <i>65</i> | <i>33</i> | <i>16</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 | |
| WHEMLOCK-T | 97.5 | 12.3 | | 12,755 | 14,538 | 16,322 | | | | |
| DOUG FIR-T | 89.1 | 11.2 | | 14,467 | 16,294 | 18,122 | | | | |
| NOBLE F-T | 149.1 | 18.8 | | 4,885 | 6,013 | 7,142 | | | | |
| R ALDER-T | 308.6 | 38.8 | | 786 | 1,285 | 1,784 | | | | |
| TOTAL | <i>43.0</i> | <i>5.4</i> | | <i>36,067</i> | <i>38,131</i> | <i>40,195</i> | <i>74</i> | <i>38</i> | <i>18</i> | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------------|-------------|-------------------|--------------|--------------|-----------------|-----------|-----------|------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 09N | 02E | 17 | RIDGEWALKER | 00U1 | 88.00 | | 63 | 316 | S | W |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | | 95.8 | 12.1 | 3,293 | 3,744 | 4,196 | | | | |
| DOUG FIR-T | | 88.7 | 11.2 | 3,459 | 3,893 | 4,328 | | | | |
| NOBLE F-T | | 148.5 | 18.7 | 1,026 | 1,262 | 1,498 | | | | |
| R ALDER-T | | 316.9 | 39.9 | 238 | 396 | 553 | | | | |
| TOTAL | | 42.3 | 5.3 | 8,801 | 9,296 | 9,790 | 71 | 36 | 18 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|------------|--------------|-------------------|------------|-------------|--------------|-----------------|---------------|---------------|---------------|
| | | | | PROJECT | RIDGEWAL | | DATE | 2/19/2015 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 00U2 | 50.00 | 31 | 166 | S | W | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | PLOTS | TREES | PER PLOT | TREES | TREES | | | | |
| TOTAL | | 31 | 166 | 5.4 | | | | | | |
| CRUISE | | 31 | 166 | 5.4 | 6,609 | | 2.5 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | | | | | | | | | |
| BLANKS | | | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| DOUG FIR | 57 | 43.9 | 20.4 | 96 | 22.1 | 100.1 | 18,725 | 18,635 | 4,298 | 4,298 |
| DOUG FIR-T | 17 | 12.5 | 20.9 | 90 | 6.5 | 29.9 | 5,427 | 5,167 | 1,245 | 1,244 |
| NOBLE F | 23 | 14.3 | 22.8 | 98 | 8.5 | 40.4 | 8,808 | 8,580 | 1,840 | 1,842 |
| NOBLE F-T | 31 | 14.0 | 26.7 | 104 | 10.5 | 54.4 | 12,447 | 12,102 | 2,575 | 2,575 |
| WHEMLOCK | 27 | 33.0 | 16.2 | 73 | 11.8 | 47.4 | 7,435 | 7,435 | 1,823 | 1,823 |
| WHEMLOCK-T | 8 | 9.7 | 16.3 | 76 | 3.5 | 14.0 | 2,082 | 2,019 | 527 | 527 |
| COTWOOD | 2 | 2.0 | 17.8 | 85 | 0.8 | 3.5 | 570 | 556 | 145 | 145 |
| R ALDER | 1 | 2.7 | 11.0 | 44 | 0.5 | 1.8 | 106 | 106 | 42 | 42 |
| TOTAL | <i>166</i> | <i>132.2</i> | <i>20.1</i> | <i>88</i> | <i>65.0</i> | <i>291.5</i> | <i>55,601</i> | <i>54,599</i> | <i>12,497</i> | <i>12,497</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 | | 47.3 | 6.3 | 470 | 501 | 533 | | | | |
| DOUG FIR-T | | 49.4 | 12.3 | 418 | 477 | 536 | | | | |
| NOBLE F | | 69.5 | 14.8 | 779 | 914 | 1,049 | | | | |
| NOBLE F-T | | 38.0 | 6.8 | 875 | 939 | 1,003 | | | | |
| WHEMLOCK | | 61.0 | 12.0 | 269 | 306 | 342 | | | | |
| WHEMLOCK-T | | 45.9 | 17.3 | 220 | 266 | 312 | | | | |
| COTWOOD | | 65.4 | 61.3 | 130 | 335 | 540 | | | | |
| R ALDER | | | | | | | | | | |
| TOTAL | | <i>69.9</i> | <i>5.4</i> | <i>558</i> | <i>590</i> | <i>622</i> | <i>195</i> | <i>100</i> | <i>49</i> | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| DOUG FIR | | 40.4 | 5.3 | 107 | 113 | 119 | | | | |
| DOUG FIR-T | | 41.2 | 10.3 | 102 | 113 | 125 | | | | |
| NOBLE F | | 60.6 | 12.9 | 161 | 185 | 208 | | | | |
| NOBLE F-T | | 28.9 | 5.2 | 186 | 197 | 207 | | | | |
| WHEMLOCK | | 52.9 | 10.4 | 66 | 74 | 82 | | | | |
| WHEMLOCK-T | | 41.0 | 15.5 | 58 | 68 | 79 | | | | |
| COTWOOD | | 60.9 | 57.0 | 37 | 86 | 135 | | | | |
| R ALDER | | | | | | | | | | |
| TOTAL | | <i>58.1</i> | <i>4.5</i> | <i>123</i> | <i>129</i> | <i>135</i> | <i>135</i> | <i>69</i> | <i>34</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 | | 97.2 | 17.4 | 36 | 44 | 52 | | | | |
| DOUG FIR-T | | 154.5 | 27.7 | 9 | 13 | 16 | | | | |
| NOBLE F | | 153.7 | 27.6 | 10 | 14 | 18 | | | | |
| NOBLE F-T | | 96.4 | 17.3 | 12 | 14 | 16 | | | | |
| WHEMLOCK | | 146.7 | 26.3 | 24 | 33 | 42 | | | | |
| WHEMLOCK-T | | 239.1 | 42.9 | 6 | 10 | 14 | | | | |
| COTWOOD | | 556.8 | 99.9 | 0 | 2 | 4 | | | | |
| R ALDER | | 556.8 | 99.9 | 0 | 3 | 5 | | | | |
| TOTAL | | <i>49.8</i> | <i>8.9</i> | <i>120</i> | <i>132</i> | <i>144</i> | <i>99</i> | <i>51</i> | <i>25</i> | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------------|-------------|------------------|---------------|---------------|-----------------|-----------|-----------|------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 09N | 02E | 17 | RIDGEWALKER | 00U2 | 50.00 | | 31 | 166 | S | W |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| DOUG FIR | | 83.2 | 14.9 | 85 | 100 | 115 | | | | |
| DOUG FIR-T | | 147.7 | 26.5 | 22 | 30 | 38 | | | | |
| NOBLE F | | 130.1 | 23.3 | 31 | 40 | 50 | | | | |
| NOBLE F-T | | 100.0 | 17.9 | 45 | 54 | 64 | | | | |
| WHEMLOCK | | 117.6 | 21.1 | 37 | 47 | 57 | | | | |
| WHEMLOCK-T | | 223.0 | 40.0 | 8 | 14 | 20 | | | | |
| COTWOOD | | 556.8 | 99.9 | 0 | 4 | 7 | | | | |
| R ALDER | | 556.8 | 99.9 | 0 | 2 | 4 | | | | |
| TOTAL | | 32.9 | 5.9 | 274 | 292 | 309 | 43 | 22 | 11 | |
| CL: | 68.1 % | COEFF | | NET BF/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| DOUG FIR | | 83.8 | 15.0 | 15,831 | 18,635 | 21,438 | | | | |
| DOUG FIR-T | | 139.9 | 25.1 | 3,869 | 5,167 | 6,465 | | | | |
| NOBLE F | | 124.4 | 22.3 | 6,665 | 8,580 | 10,495 | | | | |
| NOBLE F-T | | 105.9 | 19.0 | 9,801 | 12,102 | 14,402 | | | | |
| WHEMLOCK | | 122.3 | 22.0 | 5,803 | 7,435 | 9,067 | | | | |
| WHEMLOCK-T | | 247.7 | 44.5 | 1,121 | 2,019 | 2,916 | | | | |
| COTWOOD | | 556.8 | 99.9 | 0 | 556 | 1,111 | | | | |
| R ALDER | | 556.8 | 99.9 | 0 | 106 | 213 | | | | |
| TOTAL | | 32.9 | 5.9 | 51,374 | 54,599 | 57,825 | 43 | 22 | 11 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| DOUG FIR | | 83.9 | 15.1 | 3,651 | 4,298 | 4,946 | | | | |
| DOUG FIR-T | | 142.3 | 25.5 | 927 | 1,244 | 1,562 | | | | |
| NOBLE F | | 126.7 | 22.7 | 1,423 | 1,842 | 2,260 | | | | |
| NOBLE F-T | | 101.3 | 18.2 | 2,107 | 2,575 | 3,043 | | | | |
| WHEMLOCK | | 119.6 | 21.5 | 1,432 | 1,823 | 2,214 | | | | |
| WHEMLOCK-T | | 239.9 | 43.1 | 300 | 527 | 753 | | | | |
| COTWOOD | | 556.8 | 99.9 | 0 | 145 | 291 | | | | |
| R ALDER | | 556.8 | 99.9 | 0 | 42 | 85 | | | | |
| TOTAL | | 33.0 | 5.9 | 11,756 | 12,497 | 13,237 | 44 | 22 | 11 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-----------------|-------------------|-------------|-------------------|-----------------------------|----------------------------|----------------|---------------|----------------|---------------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 00U3 | 59.00 | 30 | 202 | S | W | |
| | | PLOTS | TREES | TREES PER PLOT | ESTIMATED TOTAL TREES | PERCENT SAMPLE TREES | | | | |
| TOTAL | | 30 | 202 | 6.7 | | | | | | |
| CRUISE | | 30 | 202 | 6.7 | 8,785 | 2.3 | | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | | | | | | | | | |
| BLANKS | | | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE TREES | TREES /ACRE | AVG DBH | BOLE LEN | REL DEN | BASAL AREA | GROSS BF/AC | NET BF/AC | GROSS CF/AC | NET CF/AC |
| DOUG FIR | 65 | 37.9 | 22.2 | 96 | 21.6 | 101.7 | 18,640 | 18,333 | 4,356 | 4,356 |
| DOUG FIR-T | 24 | 16.7 | 20.3 | 87 | 8.3 | 37.6 | 6,133 | 5,918 | 1,465 | 1,465 |
| WHEMLOCK | 43 | 42.4 | 17.1 | 78 | 16.3 | 67.3 | 9,913 | 9,602 | 2,570 | 2,569 |
| WHEMLOCK-T | 15 | 23.1 | 13.6 | 63 | 6.4 | 23.5 | 2,949 | 2,915 | 782 | 782 |
| NOBLE F | 27 | 14.9 | 22.8 | 94 | 8.8 | 42.2 | 8,455 | 7,707 | 1,837 | 1,837 |
| NOBLE F-T | 26 | 11.2 | 25.8 | 102 | 8.0 | 40.7 | 8,955 | 8,673 | 1,875 | 1,875 |
| R ALDER | 1 | 1.3 | 15.0 | 46 | 0.4 | 1.6 | 77 | 77 | 36 | 36 |
| R ALDER-T | 1 | 1.5 | 14.0 | 73 | 0.4 | 1.6 | 190 | 176 | 45 | 42 |
| TOTAL | 202 | 148.9 | 19.7 | 84 | 71.2 | 316.1 | 55,313 | 53,399 | 12,966 | 12,964 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | | |
| SD: 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR | 43.3 | 5.4 | 528 | 558 | 588 | | | | | |
| DOUG FIR-T | 52.7 | 11.2 | 432 | 486 | 541 | | | | | |
| WHEMLOCK | 58.1 | 8.9 | 267 | 293 | 319 | | | | | |
| WHEMLOCK-T | 66.6 | 17.8 | 167 | 203 | 240 | | | | | |
| NOBLE F | 63.1 | 12.4 | 624 | 713 | 801 | | | | | |
| NOBLE F-T | 53.2 | 10.6 | 833 | 932 | 1,031 | | | | | |
| R ALDER | | | | | | | | | | |
| R ALDER-T | | | | | | | | | | |
| TOTAL | 70.0 | 4.9 | 505 | 531 | 557 | 196 | 100 | 49 | | |
| CL: 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | | |
| SD: 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR | 37.1 | 4.6 | 124 | 130 | 136 | | | | | |
| DOUG FIR-T | 43.4 | 9.2 | 105 | 116 | 127 | | | | | |
| WHEMLOCK | 54.4 | 8.3 | 71 | 77 | 83 | | | | | |
| WHEMLOCK-T | 62.9 | 16.8 | 45 | 54 | 63 | | | | | |
| NOBLE F | 57.2 | 11.2 | 146 | 164 | 183 | | | | | |
| NOBLE F-T | 42.4 | 8.5 | 178 | 195 | 211 | | | | | |
| R ALDER | | | | | | | | | | |
| R ALDER-T | | | | | | | | | | |
| TOTAL | 59.0 | 4.2 | 118 | 123 | 129 | 139 | 71 | 35 | | |
| CL: 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | | |
| SD: 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR | 76.6 | 14.2 | 33 | 38 | 43 | | | | | |
| DOUG FIR-T | 130.6 | 24.2 | 13 | 17 | 21 | | | | | |
| WHEMLOCK | 118.1 | 21.9 | 33 | 42 | 52 | | | | | |
| WHEMLOCK-T | 160.8 | 29.9 | 16 | 23 | 30 | | | | | |
| NOBLE F | 184.9 | 34.3 | 10 | 15 | 20 | | | | | |
| NOBLE F-T | 123.6 | 23.0 | 9 | 11 | 14 | | | | | |
| R ALDER | 547.7 | 101.7 | 1 | 1 | 3 | | | | | |
| R ALDER-T | 547.7 | 101.7 | 1 | 1 | 3 | | | | | |
| TOTAL | 50.5 | 9.4 | 135 | 149 | 163 | 106 | 54 | 26 | | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------------|-------------|------------------|---------------|---------------|-----------------|-----------|-----------|------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 09N | 02E | 17 | RIDGEWALKER | 00U3 | 59.00 | | 30 | 202 | S | W |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| DOUG FIR | | 71.8 | 13.3 | 88 | 102 | 115 | | | | |
| DOUG FIR-T | | 128.8 | 23.9 | 29 | 38 | 47 | | | | |
| WHEMLOCK | | 101.5 | 18.8 | 55 | 67 | 80 | | | | |
| WHEMLOCK-T | | 146.2 | 27.1 | 17 | 23 | 30 | | | | |
| NOBLE F | | 163.4 | 30.3 | 29 | 42 | 55 | | | | |
| NOBLE F-T | | 116.3 | 21.6 | 32 | 41 | 49 | | | | |
| R ALDER | | 547.7 | 101.7 | | 2 | 3 | | | | |
| R ALDER-T | | 547.7 | 101.7 | | 2 | 3 | | | | |
| TOTAL | | 35.3 | 6.6 | 295 | 316 | 337 | 52 | 26 | 13 | |
| CL: | 68.1 % | COEFF | | NET BF/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| DOUG FIR | | 73.2 | 13.6 | 15,841 | 18,333 | 20,826 | | | | |
| DOUG FIR-T | | 141.5 | 26.3 | 4,363 | 5,918 | 7,472 | | | | |
| WHEMLOCK | | 100.2 | 18.6 | 7,815 | 9,602 | 11,388 | | | | |
| WHEMLOCK-T | | 158.9 | 29.5 | 2,055 | 2,915 | 3,775 | | | | |
| NOBLE F | | 163.9 | 30.4 | 5,362 | 7,707 | 10,053 | | | | |
| NOBLE F-T | | 124.5 | 23.1 | 6,668 | 8,673 | 10,678 | | | | |
| R ALDER | | 547.7 | 101.7 | | 77 | 154 | | | | |
| R ALDER-T | | 547.7 | 101.7 | | 176 | 354 | | | | |
| TOTAL | | 37.0 | 6.9 | 49,734 | 53,399 | 57,065 | 57 | 29 | 14 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| DOUG FIR | | 72.5 | 13.5 | 3,769 | 4,356 | 4,942 | | | | |
| DOUG FIR-T | | 136.1 | 25.3 | 1,095 | 1,465 | 1,836 | | | | |
| WHEMLOCK | | 100.0 | 18.6 | 2,092 | 2,569 | 3,046 | | | | |
| WHEMLOCK-T | | 162.0 | 30.1 | 547 | 782 | 1,018 | | | | |
| NOBLE F | | 164.1 | 30.5 | 1,278 | 1,837 | 2,397 | | | | |
| NOBLE F-T | | 121.1 | 22.5 | 1,453 | 1,875 | 2,296 | | | | |
| R ALDER | | 547.7 | 101.7 | | 36 | 73 | | | | |
| R ALDER-T | | 547.7 | 101.7 | | 42 | 86 | | | | |
| TOTAL | | 36.5 | 6.8 | 12,085 | 12,964 | 13,842 | 55 | 28 | 14 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | | |
|--|--------|-------------|--------------------------|---------------|---------------|---------------|-----------------|---------------|---------------|--------------|--------------|
| | | | | PROJECT | RIDGEWAL | | DATE | 2/19/2015 | | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | | |
| 09N | 02E | 17 | RIDGEWALKER | 00U4 | 70.00 | 48 | 236 | S | W | | |
| | | | | TREES | ESTIMATED | PERCENT | | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | | |
| | | PLOTS | TREES | PER PLOT | TREES | TREES | | | | | |
| TOTAL | | 48 | 236 | 4.9 | | | | | | | |
| CRUISE | | 24 | 107 | 4.5 | 8,706 | 1.2 | | | | | |
| DBH COUNT | | | | | | | | | | | |
| REFOREST | | | | | | | | | | | |
| COUNT | | 23 | 129 | 5.6 | | | | | | | |
| BLANKS | | 1 | | | | | | | | | |
| 100 % | | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | | |
| | | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| DOUG FIR-T | | 71 | 76.4 | 18.8 | 77 | 33.9 | 146.7 | 20,228 | 19,849 | 5,277 | 5,274 |
| WHEMLOCK-T | | 23 | 28.9 | 18.1 | 75 | 12.2 | 51.8 | 7,072 | 6,860 | 1,895 | 1,896 |
| NOBLE F-T | | 13 | 19.0 | 17.7 | 78 | 7.7 | 32.3 | 5,630 | 5,542 | 1,278 | 1,278 |
| TOTAL | | <i>107</i> | <i>124.4</i> | <i>18.4</i> | <i>76</i> | <i>53.7</i> | <i>230.8</i> | <i>32,930</i> | <i>32,251</i> | <i>8,451</i> | <i>8,448</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-T | | 54.6 | 6.5 | 310 | 331 | 353 | | | | | |
| WHEMLOCK-T | | 56.5 | 12.0 | 255 | 290 | 325 | | | | | |
| NOBLE F-T | | 64.0 | 18.4 | 407 | 499 | 591 | | | | | |
| TOTAL | | <i>60.1</i> | <i>5.8</i> | <i>323</i> | <i>343</i> | <i>363</i> | <i>144</i> | <i>73</i> | <i>36</i> | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR-T | | 45.5 | 5.4 | 81 | 86 | 90 | | | | | |
| WHEMLOCK-T | | 47.4 | 10.1 | 71 | 79 | 87 | | | | | |
| NOBLE F-T | | 54.5 | 15.7 | 95 | 112 | 130 | | | | | |
| TOTAL | | <i>48.7</i> | <i>4.7</i> | <i>83</i> | <i>88</i> | <i>92</i> | <i>95</i> | <i>48</i> | <i>24</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-T | | 74.3 | 10.7 | 68 | 76 | 85 | | | | | |
| WHEMLOCK-T | | 161.6 | 23.3 | 22 | 29 | 36 | | | | | |
| NOBLE F-T | | 227.9 | 32.9 | 13 | 19 | 25 | | | | | |
| TOTAL | | <i>56.7</i> | <i>8.2</i> | <i>114</i> | <i>124</i> | <i>135</i> | <i>128</i> | <i>65</i> | <i>32</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-T | | 65.2 | 9.4 | 133 | 147 | 160 | | | | | |
| WHEMLOCK-T | | 157.7 | 22.7 | 40 | 52 | 64 | | | | | |
| NOBLE F-T | | 224.8 | 32.4 | 22 | 32 | 43 | | | | | |
| TOTAL | | <i>47.6</i> | <i>6.9</i> | <i>215</i> | <i>231</i> | <i>247</i> | <i>91</i> | <i>46</i> | <i>23</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-T | | 64.2 | 9.3 | 18,010 | 19,849 | 21,688 | | | | | |
| WHEMLOCK-T | | 160.6 | 23.2 | 5,271 | 6,860 | 8,449 | | | | | |
| NOBLE F-T | | 236.0 | 34.0 | 3,656 | 5,542 | 7,428 | | | | | |
| TOTAL | | <i>51.3</i> | <i>7.4</i> | <i>29,867</i> | <i>32,251</i> | <i>34,635</i> | <i>105</i> | <i>54</i> | <i>26</i> | | |
| CL: | 68.1 % | COEFF | NET CUFT FT/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | | |
| DOUG FIR-T | | 64.8 | 9.3 | 4,781 | 5,274 | 5,767 | | | | | |
| WHEMLOCK-T | | 158.5 | 22.9 | 1,462 | 1,896 | 2,329 | | | | | |
| NOBLE F-T | | 232.1 | 33.5 | 850 | 1,278 | 1,706 | | | | | |
| TOTAL | | <i>49.0</i> | <i>7.1</i> | <i>7,851</i> | <i>8,448</i> | <i>9,045</i> | <i>96</i> | <i>49</i> | <i>24</i> | | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|--------------|--------------------------|---------------|---------------|---------------|-----------------|---------------|--------------|--------------|
| | | | | PROJECT | RIDGEWAL | | DATE | 2/19/2015 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 00U5 | 5.00 | 3 | 16 | S | W | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | | | PLOTS | TREES | TREES | TREES | | | |
| TOTAL | | 3 | 16 | 5.3 | | | | | | |
| CRUISE | | 3 | 16 | 5.3 | 900 | | 1.8 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | | | | | | | | | |
| BLANKS | | | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| WHEMLOCK-T | 11 | 131.3 | 15.5 | 66 | 43.7 | 172.1 | 22,708 | 21,960 | 5,969 | 5,969 |
| DOUG FIR-T | 2 | 11.1 | 22.7 | 95 | 6.6 | 31.3 | 5,781 | 5,735 | 1,296 | 1,296 |
| NOBLE F-T | 2 | 8.8 | 25.5 | 81 | 6.2 | 31.3 | 4,515 | 4,230 | 1,181 | 1,179 |
| R ALDER-T | 1 | 28.7 | 10.0 | 60 | 4.9 | 15.6 | 1,721 | 1,721 | 403 | 403 |
| TOTAL | 16 | 179.9 | 16.0 | 67 | 62.6 | 250.3 | 34,725 | 33,646 | 8,849 | 8,848 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | 64.7 | 20.5 | | 194 | 244 | 293 | | | | |
| DOUG FIR-T | 27.8 | 26.0 | | 396 | 535 | 674 | | | | |
| NOBLE F-T | 32.2 | 30.2 | | 353 | 505 | 657 | | | | |
| R ALDER-T | | | | | | | | | | |
| TOTAL | 65.5 | 16.9 | | 250 | 301 | 352 | 183 | 93 | 46 | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | 56.4 | 17.8 | | 53 | 65 | 76 | | | | |
| DOUG FIR-T | 24.8 | 23.2 | | 93 | 120 | 148 | | | | |
| NOBLE F-T | 29.2 | 27.4 | | 102 | 140 | 178 | | | | |
| R ALDER-T | | | | | | | | | | |
| TOTAL | 60.4 | 15.6 | | 66 | 78 | 90 | 155 | 79 | 39 | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | 18.0 | 12.4 | | 115 | 131 | 148 | | | | |
| DOUG FIR-T | 173.2 | 119.8 | | | 11 | 24 | | | | |
| NOBLE F-T | 173.2 | 119.8 | | | 9 | 19 | | | | |
| R ALDER-T | 173.2 | 119.8 | | | 29 | 63 | | | | |
| TOTAL | 27.5 | 19.0 | | 146 | 180 | 214 | 43 | 22 | 11 | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | 41.7 | 28.8 | | 123 | 172 | 222 | | | | |
| DOUG FIR-T | 173.2 | 119.8 | | | 31 | 69 | | | | |
| NOBLE F-T | 173.2 | 119.8 | | | 31 | 69 | | | | |
| R ALDER-T | 173.2 | 119.8 | | | 16 | 34 | | | | |
| TOTAL | 10.8 | 7.5 | | 232 | 250 | 269 | 7 | 3 | 2 | |
| CL: | 68.1 % | COEFF | NET BF/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | 48.4 | 33.5 | | 14,607 | 21,960 | 29,313 | | | | |
| DOUG FIR-T | 173.2 | 119.8 | | | 5,735 | 12,607 | | | | |
| NOBLE F-T | 173.2 | 119.8 | | | 4,230 | 9,299 | | | | |
| R ALDER-T | 173.2 | 119.8 | | | 1,721 | 3,784 | | | | |
| TOTAL | 24.4 | 16.9 | | 27,965 | 33,646 | 39,327 | 34 | 17 | 9 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------------|-------------|------------------|--------------|--------------|-----------------|----------|-----------|--|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 00U5 | 5.00 | 3 | 16 | S | W | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| WHEMLOCK-T | | 48.2 | 33.3 | 3,979 | 5,969 | 7,960 | | | | |
| DOUG FIR-T | | 173.2 | 119.8 | | 1,296 | 2,850 | | | | |
| NOBLE F-T | | 173.2 | 119.8 | | 1,179 | 2,593 | | | | |
| R ALDER-T | | 173.2 | 119.8 | | 403 | 885 | | | | |
| TOTAL | | <i>17.3</i> | <i>12.0</i> | <i>7,787</i> | <i>8,848</i> | <i>9,909</i> | <i>17</i> | <i>9</i> | <i>4</i> | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|--------------|-------------------|------------|-------------|--------------|-----------------|---------------|--------------|--------------|
| | | | | PROJECT | RIDGEWAL | | DATE | 2/19/2015 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 00U6 | 71.00 | 41 | 264 | S | W | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | PLOTS | TREES | PER PLOT | TREES | TREES | | | | |
| TOTAL | | 41 | 264 | 6.4 | | | | | | |
| CRUISE | | 41 | 264 | 6.4 | 9,097 | | 2.9 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | | | | | | | | | |
| BLANKS | | | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| NOBLE F | 93 | 45.9 | 19.0 | 78 | 20.8 | 90.7 | 14,761 | 14,456 | 3,449 | 3,447 |
| NOBLE F-T | 46 | 11.8 | 26.4 | 92 | 8.7 | 44.9 | 8,589 | 8,444 | 1,868 | 1,867 |
| WHEMLOCK | 70 | 38.6 | 18.0 | 74 | 16.1 | 68.3 | 9,442 | 9,257 | 2,463 | 2,456 |
| WHEMLOCK-T | 14 | 10.4 | 15.5 | 55 | 3.5 | 13.7 | 1,476 | 1,440 | 412 | 412 |
| DOUG FIR | 36 | 18.1 | 18.8 | 68 | 8.1 | 35.1 | 4,422 | 4,259 | 1,146 | 1,131 |
| DOUG FIR-T | 5 | 3.2 | 16.8 | 70 | 1.2 | 4.9 | 634 | 625 | 164 | 164 |
| TOTAL | 264 | 128.1 | 19.2 | 75 | 58.8 | 257.6 | 39,324 | 38,481 | 9,502 | 9,479 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 79.0 | 8.2 | | 437 | 476 | 515 | | | | |
| NOBLE F-T | 30.0 | 4.5 | | 723 | 756 | 790 | | | | |
| WHEMLOCK | 61.5 | 7.3 | | 281 | 304 | 326 | | | | |
| WHEMLOCK-T | 80.8 | 22.4 | | 192 | 247 | 302 | | | | |
| DOUG FIR | 60.0 | 10.0 | | 264 | 293 | 322 | | | | |
| DOUG FIR-T | 63.6 | 31.6 | | 175 | 256 | 337 | | | | |
| TOTAL | 73.2 | 4.5 | | 417 | 437 | 456 | 214 | 109 | 54 | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 65.4 | 6.8 | | 101 | 108 | 116 | | | | |
| NOBLE F-T | 19.0 | 2.8 | | 162 | 167 | 172 | | | | |
| WHEMLOCK | 51.7 | 6.2 | | 74 | 79 | 84 | | | | |
| WHEMLOCK-T | 75.4 | 20.9 | | 54 | 68 | 82 | | | | |
| DOUG FIR | 48.1 | 8.0 | | 70 | 76 | 82 | | | | |
| DOUG FIR-T | 57.8 | 28.7 | | 47 | 66 | 84 | | | | |
| TOTAL | 59.4 | 3.7 | | 99 | 103 | 107 | 141 | 72 | 35 | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 104.0 | 16.2 | | 38 | 46 | 53 | | | | |
| NOBLE F-T | 118.4 | 18.5 | | 10 | 12 | 14 | | | | |
| WHEMLOCK | 112.2 | 17.5 | | 32 | 39 | 45 | | | | |
| WHEMLOCK-T | 262.6 | 41.0 | | 6 | 10 | 15 | | | | |
| DOUG FIR | 192.4 | 30.0 | | 13 | 18 | 24 | | | | |
| DOUG FIR-T | 368.0 | 57.4 | | 1 | 3 | 5 | | | | |
| TOTAL | 57.4 | 9.0 | | 117 | 128 | 140 | 132 | 67 | 33 | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 82.5 | 12.9 | | 79 | 91 | 102 | | | | |
| NOBLE F-T | 116.5 | 18.2 | | 37 | 45 | 53 | | | | |
| WHEMLOCK | 91.9 | 14.3 | | 58 | 68 | 78 | | | | |
| WHEMLOCK-T | 241.6 | 37.7 | | 9 | 14 | 19 | | | | |
| DOUG FIR | 163.5 | 25.5 | | 26 | 35 | 44 | | | | |
| DOUG FIR-T | 417.9 | 65.2 | | 2 | 5 | 8 | | | | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------|-------------|------------------|----------|--------|-----------------|-------|-----------|------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 09N | 02E | 17 | RIDGEWALKER | 00U6 | 71.00 | | 41 | 264 | S | W |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| TOTAL | | 34.6 | 5.4 | 244 | 258 | 271 | 48 | 24 | 12 | |
| CL: | 68.1 % | COEFF | | NET BF/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | | 95.1 | 14.8 | 12,312 | 14,457 | 16,601 | | | | |
| NOBLE F-T | | 128.7 | 20.1 | 6,749 | 8,444 | 10,139 | | | | |
| WHEMLOCK | | 99.0 | 15.4 | 7,827 | 9,257 | 10,687 | | | | |
| WHEMLOCK-T | | 259.3 | 40.5 | 857 | 1,440 | 2,022 | | | | |
| DOUG FIR | | 159.1 | 24.8 | 3,201 | 4,259 | 5,316 | | | | |
| DOUG FIR-T | | 463.0 | 72.3 | 173 | 625 | 1,076 | | | | |
| TOTAL | | 43.3 | 6.8 | 35,882 | 38,481 | 41,081 | 75 | 38 | 19 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | | 86.9 | 13.6 | 2,979 | 3,447 | 3,915 | | | | |
| NOBLE F-T | | 122.7 | 19.1 | 1,510 | 1,867 | 2,225 | | | | |
| WHEMLOCK | | 94.8 | 14.8 | 2,093 | 2,456 | 2,820 | | | | |
| WHEMLOCK-T | | 258.7 | 40.4 | 246 | 412 | 579 | | | | |
| DOUG FIR | | 158.2 | 24.7 | 852 | 1,131 | 1,411 | | | | |
| DOUG FIR-T | | 445.8 | 69.6 | 50 | 164 | 279 | | | | |
| TOTAL | | 38.0 | 5.9 | 8,917 | 9,479 | 10,040 | 58 | 29 | 14 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|--------------|-------------------|------------|-------------|--------------|-----------------|---------------|--------------|--------------|
| | | | | PROJECT | RIDGEWAL | | DATE | 2/19/2015 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 0U7N | 49.00 | 34 | 226 | S | W | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | PLOTS | TREES | PER PLOT | TREES | TREES | | | | |
| TOTAL | | 34 | 226 | 6.6 | | | | | | |
| CRUISE | | 34 | 226 | 6.6 | 7,864 | | 2.9 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | | | | | | | | | |
| BLANKS | | | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| NOBLE F | 87 | 78.1 | 15.5 | 58 | 26.0 | 102.4 | 9,829 | 9,649 | 2,861 | 2,860 |
| NOBLE F-T | 38 | 13.7 | 24.4 | 74 | 9.0 | 44.7 | 5,791 | 5,562 | 1,540 | 1,540 |
| DOUG FIR | 40 | 28.8 | 17.3 | 64 | 11.3 | 47.1 | 4,936 | 4,798 | 1,410 | 1,410 |
| DOUG FIR-T | 11 | 6.4 | 19.3 | 66 | 2.9 | 12.9 | 1,449 | 1,368 | 413 | 408 |
| WHEMLOCK | 29 | 21.6 | 17.0 | 63 | 8.2 | 33.9 | 3,611 | 3,539 | 1,057 | 1,057 |
| WHEMLOCK-T | 21 | 11.9 | 19.5 | 66 | 5.6 | 24.7 | 2,788 | 2,527 | 784 | 775 |
| TOTAL | 226 | 160.5 | 17.4 | 62 | 63.7 | 265.7 | 28,404 | 27,444 | 8,066 | 8,050 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 55.4 | 5.9 | | 152 | 162 | 171 | | | | |
| NOBLE F-T | 38.4 | 6.2 | | 402 | 429 | 456 | | | | |
| DOUG FIR | 45.4 | 7.4 | | 198 | 213 | 229 | | | | |
| DOUG FIR-T | 38.0 | 12.0 | | 206 | 235 | 263 | | | | |
| WHEMLOCK | 39.0 | 7.4 | | 170 | 183 | 197 | | | | |
| WHEMLOCK-T | 49.1 | 11.0 | | 232 | 260 | 289 | | | | |
| TOTAL | 62.0 | 4.1 | | 222 | 232 | 241 | 153 | 78 | 38 | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 50.2 | 5.4 | | 45 | 48 | 51 | | | | |
| NOBLE F-T | 28.2 | 4.6 | | 112 | 118 | 123 | | | | |
| DOUG FIR | 42.8 | 6.9 | | 59 | 63 | 67 | | | | |
| DOUG FIR-T | 33.6 | 10.6 | | 62 | 69 | 77 | | | | |
| WHEMLOCK | 37.5 | 7.1 | | 51 | 55 | 59 | | | | |
| WHEMLOCK-T | 50.6 | 11.3 | | 72 | 82 | 91 | | | | |
| TOTAL | 54.9 | 3.7 | | 65 | 67 | 70 | 121 | 62 | 30 | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 109.8 | 18.8 | | 63 | 78 | 93 | | | | |
| NOBLE F-T | 95.9 | 16.4 | | 11 | 14 | 16 | | | | |
| DOUG FIR | 109.7 | 18.8 | | 23 | 29 | 34 | | | | |
| DOUG FIR-T | 207.4 | 35.5 | | 4 | 6 | 9 | | | | |
| WHEMLOCK | 115.5 | 19.8 | | 17 | 22 | 26 | | | | |
| WHEMLOCK-T | 150.1 | 25.7 | | 9 | 12 | 15 | | | | |
| TOTAL | 53.3 | 9.1 | | 146 | 160 | 175 | 113 | 58 | 28 | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 68.8 | 11.8 | | 90 | 102 | 114 | | | | |
| NOBLE F-T | 87.5 | 15.0 | | 38 | 45 | 51 | | | | |
| DOUG FIR | 105.6 | 18.1 | | 39 | 47 | 56 | | | | |
| DOUG FIR-T | 197.3 | 33.8 | | 9 | 13 | 17 | | | | |
| WHEMLOCK | 107.8 | 18.5 | | 28 | 34 | 40 | | | | |
| WHEMLOCK-T | 143.8 | 24.6 | | 19 | 25 | 31 | | | | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------|-------------|------------------|----------|--------|-----------------|-------|-----------|------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 09N | 02E | 17 | RIDGEWALKER | 0U7N | 49.00 | | 34 | 226 | S | W |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| TOTAL | | 29.3 | 5.0 | 252 | 266 | 279 | 34 | 17 | 9 | |
| CL: | 68.1 % | COEFF | | NET BF/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | | 61.0 | 10.4 | 8,641 | 9,649 | 10,657 | | | | |
| NOBLE F-T | | 80.3 | 13.8 | 4,797 | 5,562 | 6,327 | | | | |
| DOUG FIR | | 120.3 | 20.6 | 3,809 | 4,798 | 5,787 | | | | |
| DOUG FIR-T | | 196.1 | 33.6 | 909 | 1,368 | 1,828 | | | | |
| WHEMLOCK | | 112.2 | 19.2 | 2,858 | 3,539 | 4,219 | | | | |
| WHEMLOCK-T | | 154.7 | 26.5 | 1,857 | 2,527 | 3,197 | | | | |
| TOTAL | | 32.0 | 5.5 | 25,939 | 27,444 | 28,948 | 41 | 21 | 10 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | | 60.7 | 10.4 | 2,563 | 2,860 | 3,157 | | | | |
| NOBLE F-T | | 83.9 | 14.4 | 1,319 | 1,540 | 1,761 | | | | |
| DOUG FIR | | 113.5 | 19.4 | 1,136 | 1,410 | 1,684 | | | | |
| DOUG FIR-T | | 196.6 | 33.7 | 270 | 408 | 545 | | | | |
| WHEMLOCK | | 110.3 | 18.9 | 858 | 1,057 | 1,257 | | | | |
| WHEMLOCK-T | | 152.6 | 26.2 | 572 | 775 | 977 | | | | |
| TOTAL | | 29.4 | 5.0 | 7,645 | 8,050 | 8,455 | 34 | 18 | 9 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|--------------|-------------------|------------|-------------|--------------|-----------------|---------------|--------------|--------------|
| | | | | PROJECT | RIDGEWAL | | DATE | 2/19/2015 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 09N | 02E | 17 | RIDGEWALKER | 0U7S | 33.00 | 25 | 184 | S | W | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | PLOTS | TREES | PER PLOT | TREES | TREES | | | | |
| TOTAL | | 25 | 184 | 7.4 | | | | | | |
| CRUISE | | 25 | 184 | 7.4 | 6,736 | 2.7 | | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | | | | | | | | | |
| BLANKS | | | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| NOBLE F | 54 | 72.0 | 14.8 | 57 | 22.4 | 86.4 | 8,758 | 8,513 | 2,463 | 2,463 |
| NOBLE F-T | 25 | 14.3 | 22.7 | 72 | 8.4 | 40.0 | 5,425 | 5,070 | 1,367 | 1,367 |
| WHEMLOCK | 38 | 50.6 | 14.8 | 57 | 15.8 | 60.8 | 6,148 | 5,838 | 1,819 | 1,788 |
| WHEMLOCK-T | 17 | 15.7 | 17.8 | 66 | 6.4 | 27.2 | 2,919 | 2,699 | 845 | 829 |
| DOUG FIR | 32 | 36.2 | 16.1 | 62 | 12.8 | 51.2 | 5,718 | 5,568 | 1,603 | 1,603 |
| DOUG FIR-T | 18 | 15.4 | 18.5 | 71 | 6.7 | 28.8 | 3,391 | 3,285 | 926 | 925 |
| TOTAL | <i>184</i> | <i>204.1</i> | <i>16.3</i> | <i>61</i> | <i>73.0</i> | <i>294.4</i> | <i>32,359</i> | <i>30,974</i> | <i>9,021</i> | <i>8,976</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 | |
| NOBLE F | 62.5 | 8.7 | | 174 | 190 | 207 | | | | |
| NOBLE F-T | 51.7 | 10.8 | | 415 | 465 | 515 | | | | |
| WHEMLOCK | 48.8 | 7.9 | | 137 | 148 | 160 | | | | |
| WHEMLOCK-T | 42.5 | 10.6 | | 178 | 199 | 220 | | | | |
| DOUG FIR | 47.2 | 8.5 | | 198 | 217 | 235 | | | | |
| DOUG FIR-T | 53.9 | 13.1 | | 236 | 271 | 307 | | | | |
| TOTAL | <i>70.3</i> | <i>5.2</i> | | <i>219</i> | <i>232</i> | <i>244</i> | <i>198</i> | <i>101</i> | <i>49</i> | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 58.4 | 8.1 | | 50 | 55 | 59 | | | | |
| NOBLE F-T | 41.4 | 8.6 | | 112 | 122 | 133 | | | | |
| WHEMLOCK | 46.2 | 7.5 | | 42 | 45 | 49 | | | | |
| WHEMLOCK-T | 47.3 | 11.8 | | 55 | 62 | 70 | | | | |
| DOUG FIR | 44.0 | 7.9 | | 57 | 62 | 67 | | | | |
| DOUG FIR-T | 45.6 | 11.1 | | 67 | 75 | 83 | | | | |
| TOTAL | <i>60.6</i> | <i>4.5</i> | | <i>63</i> | <i>66</i> | <i>69</i> | <i>147</i> | <i>75</i> | <i>37</i> | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | 131.0 | 26.7 | | 53 | 72 | 91 | | | | |
| NOBLE F-T | 116.3 | 23.7 | | 11 | 14 | 18 | | | | |
| WHEMLOCK | 118.1 | 24.1 | | 38 | 51 | 63 | | | | |
| WHEMLOCK-T | 167.7 | 34.2 | | 10 | 16 | 21 | | | | |
| DOUG FIR | 161.2 | 32.9 | | 24 | 36 | 48 | | | | |
| DOUG FIR-T | 163.5 | 33.3 | | 10 | 15 | 21 | | | | |
| TOTAL | <i>68.0</i> | <i>13.9</i> | | <i>176</i> | <i>204</i> | <i>232</i> | <i>192</i> | <i>98</i> | <i>48</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 | |
| NOBLE F | 109.9 | 22.4 | | 67 | 86 | 106 | | | | |
| NOBLE F-T | 125.8 | 25.7 | | 30 | 40 | 50 | | | | |
| WHEMLOCK | 89.3 | 18.2 | | 50 | 61 | 72 | | | | |
| WHEMLOCK-T | 162.9 | 33.2 | | 18 | 27 | 36 | | | | |
| DOUG FIR | 111.7 | 22.8 | | 40 | 51 | 63 | | | | |
| DOUG FIR-T | 136.1 | 27.8 | | 21 | 29 | 37 | | | | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------|-------------|------------------|----------|--------|-----------------|-------|-----------|------|
| | | | | PROJECT | RIDGEWAL | | | DATE | 2/19/2015 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 09N | 02E | 17 | RIDGEWALKER | 0U7S | 33.00 | | 25 | 184 | S | W |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| TOTAL | | 29.6 | 6.0 | 277 | 294 | 312 | 36 | 19 | 9 | |
| CL: | 68.1 % | COEFF | | NET BF/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | | 114.5 | 23.4 | 6,525 | 8,513 | 10,501 | | | | |
| NOBLE F-T | | 134.7 | 27.5 | 3,677 | 5,070 | 6,462 | | | | |
| WHEMLOCK | | 94.0 | 19.2 | 4,719 | 5,838 | 6,958 | | | | |
| WHEMLOCK-T | | 164.1 | 33.5 | 1,796 | 2,699 | 3,603 | | | | |
| DOUG FIR | | 116.5 | 23.8 | 4,245 | 5,568 | 6,891 | | | | |
| DOUG FIR-T | | 148.1 | 30.2 | 2,293 | 3,285 | 4,277 | | | | |
| TOTAL | | 33.1 | 6.7 | 28,886 | 30,974 | 33,061 | 45 | 23 | 11 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 7 | 10 | |
| NOBLE F | | 112.6 | 23.0 | 1,898 | 2,463 | 3,028 | | | | |
| NOBLE F-T | | 132.9 | 27.1 | 996 | 1,367 | 1,738 | | | | |
| WHEMLOCK | | 91.6 | 18.7 | 1,454 | 1,788 | 2,122 | | | | |
| WHEMLOCK-T | | 162.4 | 33.1 | 555 | 829 | 1,104 | | | | |
| DOUG FIR | | 115.1 | 23.5 | 1,227 | 1,603 | 1,979 | | | | |
| DOUG FIR-T | | 141.2 | 28.8 | 659 | 925 | 1,192 | | | | |
| TOTAL | | 30.4 | 6.2 | 8,419 | 8,976 | 9,532 | 38 | 20 | 10 | |

Species Summary - Trees, Logs, Tons, CCF, MBF

| | |
|----------------------|------|
| T09N R02E S17 Ty00U1 | 88.0 |
| T09N R02E S17 Ty00U2 | 50.0 |
| T09N R02E S17 Ty0U7 | 33.0 |

Project **RIDGEWAL**
Acres **425.00**

Page No **1**
Date: **2/19/2015**
Time **12:57:41PM**

| Species | s T | Total | Total | Total | Net Cubic Ft/ | | CF/ | Total CCF | | Total MBF | |
|---------------|--------|--------|---------|--------|---------------|-------|------|-----------|--------|-----------|--------|
| | | Trees | Logs | Tons | Tree | Log | LF | Gross | Net | Gross | Net |
| DOUG FIR | T | 11,992 | 28,138 | 26,495 | 77.48 | 33.02 | 1.04 | 9,296 | 9,292 | 3,769 | 3,679 |
| NOBLE F | T | 5,426 | 13,229 | | 128.81 | 52.83 | 1.57 | 6,990 | 6,990 | 3,178 | 3,094 |
| DOUG FIR | | 8,327 | 20,032 | 19,244 | 80.97 | 33.66 | 1.04 | 6,752 | 6,742 | 2,781 | 2,735 |
| NOBLE F | | 11,054 | 21,280 | | 60.31 | 31.33 | 0.95 | 6,667 | 6,666 | 2,758 | 2,664 |
| WHEMLOCK | T | 11,883 | 23,315 | 21,157 | 55.47 | 28.27 | 0.83 | 6,611 | 6,591 | 2,531 | 2,457 |
| WHEMLOCK | | 9,624 | 19,106 | 16,943 | 54.86 | 27.63 | 0.83 | 5,295 | 5,279 | 2,007 | 1,962 |
| R ALDER | T | 2,001 | 2,870 | 1,085 | 19.65 | 13.70 | 0.51 | 395 | 393 | 138 | 132 |
| COTWOOD | | 102 | 234 | 178 | 71.25 | 31.00 | 0.86 | 73 | 73 | 29 | 28 |
| R ALDER | | 208 | 208 | 117 | 20.46 | 20.46 | 0.51 | 43 | 43 | 10 | 10 |
| Totals | | 60,618 | 128,413 | 85,219 | 69.40 | 32.76 | 1.00 | 42,122 | 42,069 | 17,200 | 16,761 |

| Wood Type Species | Total | Total | Total | Net Cubic Ft/ | | CF/ | Total CCF | | Total MBF | |
|----------------------|--------|---------|--------|---------------|-------|------|-----------|--------|-----------|--------|
| | Trees | Logs | Tons | Tree | Log | LF | Gross | Net | Gross | Net |
| C | 58,306 | 125,101 | 83,838 | 71.28 | 33.22 | 1.01 | 41,612 | 41,561 | 17,024 | 16,591 |
| H | 2,312 | 3,312 | 1,380 | 22.00 | 15.35 | 0.55 | 510 | 508 | 176 | 170 |
| Totals | 60,618 | 128,413 | 85,219 | 69.40 | 32.76 | 1.00 | 42,122 | 42,069 | 17,200 | 16,761 |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 2
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So Gr rt de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | | | | | | | | |
|-----|--------|----------------|------------|--------------|----------|------------|----------|--|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|-----|--|--|--|--|
| | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 | 24-29 | 30-39 | 40+ | | | | |
| WH | T | DM | 4S | 19 | 4 | 4 | .2 | | 1 | 2 | 1 | | | | | | | | | | | | |
| WH | T | DM | 4S | 20 | 3 | 3 | .1 | | 1 | 2 | | | | | | | | | | | | | |
| WH | T | DM | 4S | 21 | 5 | 5 | .2 | | 1 | 3 | 2 | | | | | | | | | | | | |
| WH | T | DM | 4S | 22 | 8 | 8 | .3 | | 5 | 2 | 1 | | | | | | | | | | | | |
| WH | T | DM | 4S | 23 | 1 | 1 | .1 | | 1 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 24 | 1 | 1 | .1 | | 1 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 25 | 8 | 8 | .3 | | 5 | 3 | | | | | | | | | | | | | |
| WH | T | DM | 4S | 26 | 13 | 13 | .5 | | 8 | 5 | | | | | | | | | | | | | |
| WH | T | DM | 4S | 27 | 3 | 3 | .1 | | 3 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 28 | 11 | 11 | .5 | | 11 | 1 | | | | | | | | | | | | | |
| WH | T | DM | 4S | 30 | 17 | 17 | .7 | | 11 | 6 | | | | | | | | | | | | | |
| WH | T | DM | 4S | 31 | 12 | 12 | .5 | | 11 | 1 | 1 | | | | | | | | | | | | |
| WH | T | DM | 4S | 32 | 16 | 16 | .7 | | 16 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 33 | 3 | 3 | .1 | | 3 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 34 | 10 | 10 | .4 | | 10 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 35 | 19 | 19 | .8 | | 19 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 36 | 9 | 9 | .4 | | 9 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 37 | 25 | 25 | 1.0 | | 25 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 38 | 13 | 13 | .5 | | 13 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 39 | 9 | 9 | .3 | | 9 | | | | | | | | | | | | | | |
| WH | T | DM | 4S | 40 | 51 | 51 | 2.1 | | 48 | 3 | | | | | | | | | | | | | |
| WH | T | DM | UT | 8 | 0 | 0 | .0 | | | | 0 | | | | | | | | | | | | |
| WH | T | DM | UT | 10 | 8 | 8 | .3 | | | | | | | | | | 8 | | | | | | |
| WH | T | DM | UT | 11 | 1 | 1 | .1 | | | 1 | | | | | | | | | | | | | |
| WH | T | DM | UT | 12 | 6 | 6 | .2 | | 2 | 0 | | | | | | | 3 | | | | | | |
| WH | T | DM | UT | 13 | 1 | 1 | .0 | | 1 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 14 | 1 | 1 | .0 | | 1 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 16 | 1 | 1 | .1 | | | 1 | | | | | | | | | | | | | |
| WH | T | DM | UT | 17 | 2 | 2 | .1 | | 2 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 21 | 2 | 2 | .1 | | 2 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 27 | 6 | 6 | .3 | | 6 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 28 | 3 | 3 | .1 | | 3 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 32 | 6 | 6 | .2 | | 6 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 34 | 1 | 1 | .1 | | | 1 | | | | | | | | | | | | | |
| WH | T | DM | UT | 35 | 5 | 5 | .2 | | 5 | | | | | | | | | | | | | | |
| WH | T | DM | UT | 40 | 10 | 10 | .4 | | | | | 3 | | | | 7 | | | | | | | |
| WH | T | RO | 3S | 40 | 9 | 3.8 | .4 | | | | | | | | | 9 | | | | | | | |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 3
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So Gr rt de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | | | | |
|-----|--------|----------------|------------|--------------|----------|------------|----------|--|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|-----|
| | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 | 24-29 | 30-39 | 40+ |
| WH | | Totals | | 2,531 | 2.9 | 2,457 | 14.7 | | 256 | 175 | 359 | 403 | 624 | 370 | 207 | 58 | 5 | | |
| WH | | HB | 2S 40 | 322 | | 321 | 16.3 | | | | | 184 | 71 | 54 | 11 | | | | |
| WH | | HB | 3S 32 | 6 | | 6 | .3 | | | | | 6 | | | | | | | |
| WH | | HB | 3S 40 | 143 | | 142 | 7.2 | | | | 44 | 98 | | | | | | | |
| WH | | DM | 2S 16 | 11 | 17.8 | 9 | .5 | | | | | | | 6 | 3 | | | | |
| WH | | DM | 2S 30 | 9 | | 9 | .5 | | | | | 9 | | | | | | | |
| WH | | DM | 2S 32 | 10 | | 10 | .5 | | | | | 10 | | | | | | | |
| WH | | DM | 2S 36 | 12 | 4.8 | 12 | .6 | | | | | 12 | | | | | | | |
| WH | | DM | 2S 38 | 5 | | 5 | .3 | | | | | 5 | | | | | | | |
| WH | | DM | 2S 40 | 589 | 3.0 | 572 | 29.1 | | | | | 282 | 143 | 127 | 21 | | | | |
| WH | | DM | 3S 30 | 6 | 3.8 | 6 | .3 | | | | 6 | | | | | | | | |
| WH | | DM | 3S 31 | 1 | | 1 | .1 | | | 1 | | | | | | | | | |
| WH | | DM | 3S 32 | 79 | 6.0 | 74 | 3.8 | | | 4 | 39 | 31 | | | | | | | |
| WH | | DM | 3S 33 | 5 | | 5 | .2 | | | 2 | 3 | | | | | | | | |
| WH | | DM | 3S 34 | 3 | | 3 | .2 | | | | 3 | | | | | | | | |
| WH | | DM | 3S 35 | 4 | | 4 | .2 | | | 2 | 2 | | | | | | | | |
| WH | | DM | 3S 36 | 16 | 2.7 | 15 | .8 | | | | 11 | 4 | | | | | | | |
| WH | | DM | 3S 37 | 4 | | 4 | .2 | | | 2 | 2 | | | | | | | | |
| WH | | DM | 3S 38 | 16 | 2.0 | 15 | .8 | | | 14 | 1 | | | | | | | | |
| WH | | DM | 3S 39 | 5 | | 5 | .3 | | | 5 | | | | | | | | | |
| WH | | DM | 3S 40 | 524 | 1.4 | 516 | 26.3 | | | 105 | 164 | 246 | | | | | | | |
| WH | | DM | 4S 12 | 5 | | 5 | .2 | | 2 | 2 | | | | | | | | | |
| WH | | DM | 4S 13 | 7 | | 7 | .4 | | 2 | 5 | 0 | | | | | | | | |
| WH | | DM | 4S 14 | 6 | | 6 | .3 | | 2 | 3 | 1 | | | | | | | | |
| WH | | DM | 4S 15 | 2 | | 2 | .1 | | 1 | 1 | | | | | | | | | |
| WH | | DM | 4S 16 | 2 | | 2 | .1 | | 2 | | 1 | | | | | | | | |
| WH | | DM | 4S 17 | 6 | | 6 | .3 | | 4 | 1 | 1 | | | | | | | | |
| WH | | DM | 4S 18 | 3 | | 3 | .2 | | | 3 | | | | | | | | | |
| WH | | DM | 4S 19 | 10 | | 10 | .5 | | 9 | 1 | | | | | | | | | |
| WH | | DM | 4S 20 | 2 | | 2 | .1 | | 2 | | | | | | | | | | |
| WH | | DM | 4S 21 | 8 | 2.9 | 8 | .4 | | 6 | 2 | | | | | | | | | |
| WH | | DM | 4S 22 | 5 | | 5 | .3 | | 4 | 1 | | | | | | | | | |
| WH | | DM | 4S 23 | 6 | | 6 | .3 | | 4 | 2 | | | | | | | | | |
| WH | | DM | 4S 24 | 5 | | 5 | .2 | | 4 | 1 | | | | | | | | | |
| WH | | DM | 4S 25 | 4 | | 4 | .2 | | 3 | | 1 | | | | | | | | |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 4
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So Gr rt de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | | | |
|-----|--------|----------------|------------|--------------|----------|------------|----------|--|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|
| | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 | 24-29 | 30-39 |
| WH | | DM 4S | 26 | 2 | 18.2 | 2 | .1 | | | 2 | | | | | | | | |
| WH | | DM 4S | 27 | 3 | | 3 | .1 | | 1 | 2 | | | | | | | | |
| WH | | DM 4S | 28 | 9 | | 9 | .5 | | 6 | 3 | | | | | | | | |
| WH | | DM 4S | 29 | 8 | | 8 | .4 | | 4 | 3 | | | | | | | | |
| WH | | DM 4S | 30 | 4 | | 4 | .2 | | 3 | 1 | | | | | | | | |
| WH | | DM 4S | 31 | 4 | | 4 | .2 | | 3 | 1 | | | | | | | | |
| WH | | DM 4S | 32 | 16 | | 16 | .8 | | 14 | 2 | | | | | | | | |
| WH | | DM 4S | 33 | 6 | | 6 | .3 | | 4 | 2 | | | | | | | | |
| WH | | DM 4S | 34 | 6 | | 6 | .3 | | 6 | | | | | | | | | |
| WH | | DM 4S | 35 | 2 | | 2 | .1 | | 2 | | | | | | | | | |
| WH | | DM 4S | 36 | 10 | | 10 | .5 | | 10 | | | | | | | | | |
| WH | | DM 4S | 37 | 9 | | 9 | .5 | | 9 | | | | | | | | | |
| WH | | DM 4S | 38 | 7 | | 7 | .4 | | 7 | | | | | | | | | |
| WH | | DM 4S | 39 | 6 | | 6 | .3 | | 6 | | | | | | | | | |
| WH | | DM 4S | 40 | 46 | | 46 | 2.4 | | 38 | 8 | | | | | | | | |
| WH | | DM UT | 11 | 1 | | 1 | .0 | | 1 | | | | | | | | | |
| WH | | DM UT | 13 | 1 | | 1 | .0 | | 0 | 0 | | | | | | | | |
| WH | | DM UT | 14 | 1 | | 1 | .1 | | 1 | 1 | | | | | | | | |
| WH | | DM UT | 15 | 4 | | 4 | .2 | | | 4 | | | | | | | | |
| WH | | DM UT | 20 | 1 | | 1 | .1 | | 1 | | | | | | | | | |
| WH | | DM UT | 27 | 2 | | 2 | .1 | | 2 | | | | | | | | | |
| WH | | DM UT | 37 | 2 | | 2 | .1 | | | 2 | | | | | | | | |
| WH | | DM UT | 40 | 5 | | 5 | .2 | | 5 | | | | | | | | | |
| WH | | Totals | | 2,007 | 2.3 | 1,962 | 11.7 | | 170 | 188 | 280 | 386 | 493 | 223 | 187 | 35 | | |
| NF | T | HA 2S | 40 | 39 | | 39 | 1.3 | | | | | | | 39 | | | | |
| NF | T | HA 3S | 40 | 12 | | 12 | .4 | | | | 12 | | | | | | | |
| NF | T | HB 2S | 40 | 945 | 1.4 | 932 | 30.1 | | | | | 66 | 126 | 461 | 260 | 18 | | |
| NF | T | HB 3S | 40 | 45 | | 45 | 1.5 | | | | 45 | | | | | | | |
| NF | T | DM SM | 40 | 472 | | 471 | 15.2 | | | | | | | 216 | 184 | 71 | | |
| NF | T | DM 2S | 14 | 1 | | 1 | .0 | | | | | 1 | | | | | | |
| NF | T | DM 2S | 16 | 1 | | 1 | .0 | | | | | 1 | | | | | | |
| NF | T | DM 2S | 19 | 4 | 7.1 | 4 | .1 | | | | | | 4 | | | | | |
| NF | T | DM 2S | 22 | 5 | | 5 | .2 | | | | | | | 5 | | | | |
| NF | T | DM 2S | 27 | 1 | | 1 | .0 | | | | | 1 | | | | | | |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 5
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So Gr rt de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | | | |
|-----|--------|----------------|------------|--------------|----------|------------|----------|--|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|
| | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 | 24-29 | 30-39 |
| NF | T | DM 2S | 28 | 5 | 20.0 | 4 | .1 | | | | | | 4 | | | | | |
| NF | T | DM 2S | 32 | 51 | | 51 | 1.7 | | | | | 20 | 27 | 4 | | | | |
| NF | T | DM 2S | 34 | 5 | | 5 | .2 | | | | | 5 | | | | | | |
| NF | T | DM 2S | 36 | 8 | 5.8 | 8 | .2 | | | | | 2 | 5 | | | | | |
| NF | T | DM 2S | 38 | 14 | | 14 | .5 | | | | | 14 | | | | | | |
| NF | T | DM 2S | 40 | 1,114 | 5.8 | 1,050 | 33.9 | | | | | 197 | 257 | 333 | 198 | 65 | | |
| NF | T | DM 3S | 14 | 1 | | 1 | .0 | | | | | 1 | | | | | | |
| NF | T | DM 3S | 15 | 2 | | 2 | .1 | | | | | 2 | | | | | | |
| NF | T | DM 3S | 19 | 2 | | 2 | .1 | | | | 2 | | | | | | | |
| NF | T | DM 3S | 20 | 1 | | 1 | .0 | | | | | 1 | | | | | | |
| NF | T | DM 3S | 21 | 1 | | 1 | .0 | | | | 1 | | | | | | | |
| NF | T | DM 3S | 22 | 3 | | 3 | .1 | | | | 3 | | | | | | | |
| NF | T | DM 3S | 23 | 1 | | 1 | .0 | | | | 1 | | | | | | | |
| NF | T | DM 3S | 24 | 2 | 5.0 | 2 | .1 | | | | 2 | | | | | | | |
| NF | T | DM 3S | 25 | 7 | | 7 | .2 | | | | 2 | 5 | | | | | | |
| NF | T | DM 3S | 26 | 4 | | 4 | .1 | | | | 4 | | | | | | | |
| NF | T | DM 3S | 27 | 5 | | 5 | .2 | | | | 4 | 2 | | | | | | |
| NF | T | DM 3S | 28 | 13 | | 13 | .4 | | | 4 | 6 | 4 | | | | | | |
| NF | T | DM 3S | 29 | 2 | | 2 | .1 | | | 1 | 1 | | | | | | | |
| NF | T | DM 3S | 30 | 7 | | 7 | .2 | | | 3 | 3 | 2 | | | | | | |
| NF | T | DM 3S | 31 | 2 | | 2 | .1 | | | 2 | | | | | | | | |
| NF | T | DM 3S | 32 | 23 | | 23 | .8 | | | 8 | 6 | 10 | | | | | | |
| NF | T | DM 3S | 33 | 10 | | 10 | .3 | | | 2 | 3 | 5 | | | | | | |
| NF | T | DM 3S | 34 | 11 | | 11 | .4 | | | 3 | 5 | 3 | | | | | | |
| NF | T | DM 3S | 35 | 8 | | 8 | .3 | | | 4 | 1 | 2 | | | | | | |
| NF | T | DM 3S | 36 | 26 | | 26 | .8 | | | | 19 | 6 | | | | | | |
| NF | T | DM 3S | 37 | 5 | | 5 | .2 | | | 5 | | | | | | | | |
| NF | T | DM 3S | 38 | 12 | 7.7 | 11 | .4 | | | 3 | 5 | 3 | | | | | | |
| NF | T | DM 3S | 39 | 3 | | 3 | .1 | | | 2 | 1 | | | | | | | |
| NF | T | DM 3S | 40 | 177 | | 176 | 5.7 | | | 20 | 30 | 126 | | | | | | |
| NF | T | DM 4S | 10 | 0 | | 0 | .0 | | | | 0 | | | | | | | |
| NF | T | DM 4S | 11 | 0 | | 0 | .0 | | | | 0 | | | | | | | |
| NF | T | DM 4S | 12 | 3 | | 3 | .1 | | 0 | 0 | 2 | 1 | | | | | | |
| NF | T | DM 4S | 13 | 9 | | 9 | .3 | | 0 | 4 | 4 | 1 | | | | | | |
| NF | T | DM 4S | 14 | 3 | | 3 | .1 | | | 1 | 2 | | | | | | | |
| NF | T | DM 4S | 15 | 2 | | 2 | .0 | | | 1 | 0 | | | | | | | |
| NF | T | DM 4S | 16 | 5 | | 5 | .2 | | 1 | 4 | 1 | | | | | | | |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 7
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So rt | Gr de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | |
|-----|--------|----------|----------|------------|--------------|----------|------------|----------|--|-----|-----|-----|-------|-------|-------|-------|-------|
| | | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 |
| NF | | DM | SM | 40 | 132 | | 132 | 5.0 | | | | | | 26 | 74 | 31 | |
| NF | | DM | 2S | 12 | 1 | | 1 | .0 | | | | | 1 | | | | |
| NF | | DM | 2S | 13 | 1 | | 1 | .0 | | | | | 1 | | | | |
| NF | | DM | 2S | 32 | 13 | | 13 | .5 | | | | | 9 | 4 | | | |
| NF | | DM | 2S | 34 | 7 | | 7 | .3 | | | | | 3 | 4 | | | |
| NF | | DM | 2S | 36 | 3 | | 3 | .1 | | | | | 3 | | | | |
| NF | | DM | 2S | 38 | 5 | | 5 | .2 | | | | | 5 | | | | |
| NF | | DM | 2S | 40 | 816 | 6.8 | 760 | 28.5 | | | | 219 | 142 | 210 | 126 | 63 | |
| NF | | DM | 3S | 12 | 1 | 33.3 | 1 | .0 | | 1 | | | | | | | |
| NF | | DM | 3S | 16 | 1 | | 1 | .1 | | | | | 1 | | | | |
| NF | | DM | 3S | 17 | 1 | | 1 | .0 | | | | | 1 | | | | |
| NF | | DM | 3S | 18 | 1 | | 1 | .0 | | | | | 1 | | | | |
| NF | | DM | 3S | 19 | 1 | | 1 | .0 | | | 1 | | | | | | |
| NF | | DM | 3S | 21 | 1 | | 1 | .0 | | | | | 1 | | | | |
| NF | | DM | 3S | 23 | 1 | | 1 | .0 | | | | | 1 | | | | |
| NF | | DM | 3S | 24 | 5 | 16.7 | 4 | .2 | | | | | 4 | | | | |
| NF | | DM | 3S | 25 | 1 | | 1 | .1 | | | | | 1 | | | | |
| NF | | DM | 3S | 26 | 2 | | 2 | .1 | | | | 2 | | | | | |
| NF | | DM | 3S | 27 | 1 | | 1 | .1 | | | | | 1 | | | | |
| NF | | DM | 3S | 28 | 2 | | 2 | .1 | | | 2 | | | | | | |
| NF | | DM | 3S | 29 | 2 | | 2 | .1 | | | | | 2 | | | | |
| NF | | DM | 3S | 30 | 3 | | 3 | .1 | | | | 1 | 2 | | | | |
| NF | | DM | 3S | 31 | 3 | | 3 | .1 | | | 1 | | 2 | | | | |
| NF | | DM | 3S | 32 | 78 | 2.0 | 76 | 2.9 | | | 18 | 31 | 27 | | | | |
| NF | | DM | 3S | 33 | 5 | | 5 | .2 | | | 2 | 1 | 2 | | | | |
| NF | | DM | 3S | 34 | 6 | | 6 | .2 | | | 3 | | 2 | | | | |
| NF | | DM | 3S | 35 | 5 | | 5 | .2 | | | 3 | | 2 | | | | |
| NF | | DM | 3S | 36 | 23 | | 23 | .8 | | | 3 | 16 | 4 | | | | |
| NF | | DM | 3S | 37 | 7 | | 7 | .3 | | | 5 | | 2 | | | | |
| NF | | DM | 3S | 38 | 13 | 4.6 | 12 | .5 | | | 11 | | 1 | | | | |
| NF | | DM | 3S | 39 | 3 | | 3 | .1 | | | | 3 | | | | | |
| NF | | DM | 3S | 40 | 472 | 2.2 | 462 | 17.4 | | | 79 | 116 | 267 | | | | |
| NF | | DM | 4S | 12 | 4 | | 4 | .2 | | | 3 | | 1 | | | | |
| NF | | DM | 4S | 13 | 7 | | 7 | .3 | | | 1 | 4 | 2 | | | | |
| NF | | DM | 4S | 14 | 4 | | 4 | .1 | | | 1 | 1 | 0 | 2 | | | |
| NF | | DM | 4S | 15 | 3 | | 3 | .1 | | | 2 | 1 | | | | | |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 9
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So Gr rt de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | | | |
|-----|--------|----------------|------------|--------------|----------|------------|----------|--|-----|-----|-----|-------|-------|-------|-------|-------|-------|-------|
| | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 | 24-29 | 30-39 |
| DF | T | HB 3S | 40 | 175 | 1.2 | 173 | 4.7 | | | | 47 | 126 | | | | | | |
| DF | T | DM SM | 40 | 11 | 5.0 | 11 | .3 | | | | | | 11 | | | | | |
| DF | T | DM 2S | 22 | 5 | | 5 | .1 | | | | | 5 | | | | | | |
| DF | T | DM 2S | 23 | 3 | 18.2 | 2 | .1 | | | | | 2 | | | | | | |
| DF | T | DM 2S | 24 | 9 | 7.1 | 8 | .2 | | | | | | 4 | 4 | | | | |
| DF | T | DM 2S | 26 | 4 | | 4 | .1 | | | | | | 4 | | | | | |
| DF | T | DM 2S | 28 | 5 | 21.4 | 4 | .1 | | | | | 4 | | | | | | |
| DF | T | DM 2S | 29 | 7 | 21.4 | 5 | .1 | | | | | 5 | | | | | | |
| DF | T | DM 2S | 32 | 33 | 2.2 | 33 | .9 | | | | | 25 | 8 | | | | | |
| DF | T | DM 2S | 36 | 16 | 6.2 | 15 | .4 | | | | | | 15 | | | | | |
| DF | T | DM 2S | 40 | 1,233 | 3.5 | 1,190 | 32.4 | | | | | 381 | 275 | 489 | 45 | | | |
| DF | T | DM 3S | 17 | 2 | | 2 | .0 | | | | | 2 | | | | | | |
| DF | T | DM 3S | 24 | 2 | | 2 | .1 | | | | 2 | | | | | | | |
| DF | T | DM 3S | 25 | 1 | | 1 | .0 | | | | 1 | | | | | | | |
| DF | T | DM 3S | 27 | 4 | | 4 | .1 | | | | 4 | | | | | | | |
| DF | T | DM 3S | 28 | 2 | | 2 | .1 | | | 2 | | | | | | | | |
| DF | T | DM 3S | 29 | 2 | | 2 | .1 | | | | 2 | | | | | | | |
| DF | T | DM 3S | 32 | 191 | | 190 | 5.2 | | | 6 | 60 | 124 | | | | | | |
| DF | T | DM 3S | 34 | 3 | | 3 | .1 | | | | 3 | | | | | | | |
| DF | T | DM 3S | 36 | 51 | | 51 | 1.4 | | | 8 | | 43 | | | | | | |
| DF | T | DM 3S | 37 | 3 | | 3 | .1 | | | 3 | | | | | | | | |
| DF | T | DM 3S | 38 | 18 | | 18 | .5 | | | 9 | 8 | | | | | | | |
| DF | T | DM 3S | 39 | 7 | | 7 | .2 | | | 7 | | | | | | | | |
| DF | T | DM 3S | 40 | 600 | 2.2 | 587 | 16.0 | | | 110 | 174 | 302 | | | | | | |
| DF | T | DM 4S | 8 | 0 | | 0 | .0 | | | | 0 | | | | | | | |
| DF | T | DM 4S | 11 | 5 | | 5 | .1 | | 5 | 0 | | | | | | | | |
| DF | T | DM 4S | 12 | 4 | | 4 | .1 | | | 3 | 2 | | | | | | | |
| DF | T | DM 4S | 13 | 7 | | 7 | .2 | | 1 | 3 | 2 | | | | | | | |
| DF | T | DM 4S | 14 | 5 | | 5 | .1 | | 2 | 3 | | | | | | | | |
| DF | T | DM 4S | 15 | 9 | | 9 | .3 | | 5 | 4 | | | | | | | | |
| DF | T | DM 4S | 16 | 17 | | 17 | .5 | | 11 | 5 | 1 | | | | | | | |
| DF | T | DM 4S | 17 | 9 | | 9 | .3 | | | 9 | 1 | | | | | | | |
| DF | T | DM 4S | 18 | 12 | | 12 | .3 | | 3 | 9 | | | | | | | | |
| DF | T | DM 4S | 19 | 15 | | 15 | .4 | | 4 | 7 | 5 | | | | | | | |
| DF | T | DM 4S | 20 | 12 | | 12 | .3 | | | 2 | 10 | | | | | | | |
| DF | T | DM 4S | 21 | 5 | | 5 | .1 | | | 2 | 3 | | | | | | | |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 11
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So Gr rt de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | | |
|-----|--------|----------------|------------|--------------|----------|------------|----------|--|-----|-----|-----|-------|-------|-------|-------|-------|-------|
| | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 | 24-29 |
| DF | | DM 2S | 36 | 5 | | 5 | .2 | | | | | | 5 | | | | |
| DF | | DM 2S | 40 | 1,052 | 2.4 | 1,026 | 37.5 | | | | | 307 | 242 | 414 | 63 | | |
| DF | | DM 3S | 15 | 1 | | 1 | .0 | | | | | 1 | | | | | |
| DF | | DM 3S | 20 | 1 | | 1 | .0 | | | | 1 | | | | | | |
| DF | | DM 3S | 24 | 1 | | 1 | .0 | | | | 1 | | | | | | |
| DF | | DM 3S | 25 | 2 | | 2 | .1 | | | | 2 | | | | | | |
| DF | | DM 3S | 26 | 3 | | 3 | .1 | | | | 3 | | | | | | |
| DF | | DM 3S | 28 | 3 | | 3 | .1 | | | 3 | | | | | | | |
| DF | | DM 3S | 29 | 6 | | 6 | .2 | | | 1 | 1 | 4 | | | | | |
| DF | | DM 3S | 30 | 10 | | 10 | .4 | | | 2 | 1 | 7 | | | | | |
| DF | | DM 3S | 32 | 80 | 2.8 | 78 | 2.9 | | | 13 | 35 | 31 | | | | | |
| DF | | DM 3S | 33 | 5 | | 5 | .2 | | | 4 | 2 | | | | | | |
| DF | | DM 3S | 34 | 5 | | 5 | .2 | | | 2 | | 3 | | | | | |
| DF | | DM 3S | 35 | 7 | | 7 | .3 | | | 4 | 4 | | | | | | |
| DF | | DM 3S | 36 | 27 | 5.5 | 25 | .9 | | | 3 | 6 | 16 | | | | | |
| DF | | DM 3S | 37 | 3 | | 3 | .1 | | | 3 | | | | | | | |
| DF | | DM 3S | 38 | 7 | | 7 | .3 | | | 3 | | 4 | | | | | |
| DF | | DM 3S | 39 | 7 | | 7 | .2 | | | 7 | | | | | | | |
| DF | | DM 3S | 40 | 488 | 1.1 | 483 | 17.7 | | | 2 | 48 | 137 | 296 | | | | |
| DF | | DM 4S | 9 | 0 | | 0 | .0 | | | 0 | | | | | | | |
| DF | | DM 4S | 11 | 0 | | 0 | .0 | | | 0 | | | | | | | |
| DF | | DM 4S | 12 | 4 | 5.5 | 4 | .2 | | | 0 | 3 | 1 | | | | | |
| DF | | DM 4S | 13 | 11 | | 11 | .4 | | | 2 | 7 | 1 | | | | | |
| DF | | DM 4S | 14 | 6 | 4.7 | 5 | .2 | | | 1 | 2 | 1 | 1 | | | | |
| DF | | DM 4S | 15 | 10 | | 10 | .4 | | | 4 | 4 | 2 | | | | | |
| DF | | DM 4S | 16 | 11 | 3.9 | 10 | .4 | | | 4 | 3 | 3 | | | | | |
| DF | | DM 4S | 17 | 4 | | 4 | .2 | | | 1 | 3 | 1 | | | | | |
| DF | | DM 4S | 18 | 10 | | 10 | .4 | | | 4 | 6 | 1 | | | | | |
| DF | | DM 4S | 19 | 3 | | 3 | .1 | | | 1 | 2 | | | | | | |
| DF | | DM 4S | 20 | 8 | | 8 | .3 | | | 1 | 6 | 1 | | | | | |
| DF | | DM 4S | 21 | 9 | | 9 | .3 | | | 3 | 5 | 1 | | | | | |
| DF | | DM 4S | 22 | 8 | | 8 | .3 | | | 2 | 3 | 4 | | | | | |
| DF | | DM 4S | 23 | 6 | | 6 | .2 | | | 2 | 4 | | | | | | |
| DF | | DM 4S | 24 | 5 | | 5 | .2 | | | | 5 | | | | | | |
| DF | | DM 4S | 25 | 10 | | 10 | .3 | | | 4 | 6 | | | | | | |
| DF | | DM 4S | 26 | 10 | | 10 | .4 | | | 6 | 4 | | | | | | |
| DF | | DM 4S | 27 | 3 | | 3 | .1 | | | 1 | 2 | | | | | | |

Log Stock Table - MBF

T09N R02E S17 Ty00U1
 THRU
 T09N R02E S17 Ty0U7S

Project: RIDGEWAL
Acres 425.00

Page 13
Date 2/19/2015
Time 12:57:36PM

| Spp | S T | So Gr rt de | Log Len | Gross MBF | Def % | Net MBF | % Spc | Net Volume by Scaling Diameter in Inches | | | | | | | | | | | | | | |
|-------|--------|----------------|------------|--------------|----------|------------|----------|--|-----|------|------|-------|-------|-------|-------|-------|-------|-------|-----|--|--|--|
| | | | | | | | | 2-3 | 4-5 | 6-7 | 8-9 | 10-11 | 12-13 | 14-15 | 16-19 | 20-23 | 24-29 | 30-39 | 40+ | | | |
| RA | T | DM 4S | 29 | 4 | | 4 | 3.2 | | 4 | | | | | | | | | | | | | |
| RA | T | DM 4S | 30 | 5 | | 5 | 4.0 | | 5 | | | | | | | | | | | | | |
| RA | T | DM 4S | 32 | 7 | | 7 | 5.4 | | | 7 | | | | | | | | | | | | |
| RA | T | DM 4S | 38 | 6 | | 6 | 4.3 | | 6 | | | | | | | | | | | | | |
| RA | T | DM 4S | 40 | 11 | | 11 | 8.2 | | 6 | 5 | | | | | | | | | | | | |
| RA | | Totals | | 138 | 4.1 | 132 | .8 | | 44 | 15 | 26 | 42 | 6 | | | | | | | | | |
| RA | | DM 4S | 40 | 10 | | 10 | 100.0 | | 5 | 5 | | | | | | | | | | | | |
| RA | | Totals | | 10 | | 10 | .1 | | 5 | 5 | | | | | | | | | | | | |
| CW | | DM UT | 12 | 1 | | 1 | 2.2 | | | 1 | | | | | | | | | | | | |
| CW | | DM 1S | 40 | 22 | 3.3 | 21 | 75.5 | | | | 10 | | 11 | | | | | | | | | |
| CW | | DM 2S | 38 | 3 | | 3 | 12.0 | | | | 3 | | | | | | | | | | | |
| CW | | DM 4S | 40 | 3 | | 3 | 10.3 | | | 3 | | | | | | | | | | | | |
| CW | | Totals | | 29 | 2.5 | 28 | .2 | | 3 | 1 | 3 | 10 | | 11 | | | | | | | | |
| Total | | All Species | | 17,200 | 2.6 | 16,761 | 100.0 | | 963 | 1093 | 1643 | 2591 | 3013 | 2638 | 3277 | 1235 | 308 | | | | | |



WASHINGTON STATE DEPARTMENT OF
Natural Resources
 Peter Goldmark - Commissioner of Public Lands

FPA/N No: 2930543
 Effective Date: 07/24/2015
 Expiration Date: 07/24/2018
 Shut Down Zone: 660
 EARR Tax Credit: Eligible [] Non-eligible
 Reference: Ridge Walker Sorts
9-2E; 9-3E

**Forest Practices Application/Notification
 Notice of Decision**

Decision

- Notification Operations shall not begin before the effective date.
- Approved This Forest Practices Application is subject to the conditions listed below.
- Disapproved This Forest Practices Application is disapproved for the reasons listed below.
- Closed Applicant has withdrawn approved FPA/N

FPA/N Classification

Number of Years Granted on Multi-Year Request

Class II Class III [] Class IVG [] Class IVS [] 3 yrs [] 4 yrs [] 5 yrs

Conditions on Approval / Reasons for Disapproval

No additional conditions.

Issued By: Jon Byerly Region: Pacific Cascade

Title: Forest Practices Forester Date: 07/24/2015

Copies to: [] Landowner, Timber Owner and Operator.

Issued in person: Landowner Timber Owner Operator By: Dequisha

Appeal Information

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:

Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501

Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903

Information regarding the Pollution Control Hearings Board can be found at: <http://www.eho.wa.gov/>

At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

Office of the Attorney General
Natural Resources Division
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

And

Department Of Natural Resources
Pacific Cascade Region
601 Bond Road
PO Box 280
Castle Rock, WA 98611

Other Applicable Laws

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Hydraulic Project Approval (HPA) (Chapter 77.55RCW and WAC 222-50-020(2))

The Department of Fish and Wildlife (WDFW), as the jurisdictional agency issuing HPAs, has final authority for approving water crossing structures in Type S and F waters. WDFW continues to have authority on Type N waters and may exercise that authority on some Type N waters.

Notice: The HPA water crossing requirements supersede what is indicated on the FPA. Landowners are required by law to follow the provisions as directed on the HPA.

Transfer of Forest Practices Application/Notification (WAC 222-20-010)

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website: <http://www.dnr.wa.gov/businesspermits/forestpractices>. Notify DNR of new Operators within 48 hours.

Continuing Forest Land Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)

Obligations include reforestation, road maintenance and abandonment plans, conversions of forest land to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest land obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

If the seller fails to notify the buyer about the continuing forest land obligation, the seller must pay the buyer's costs related to continuing forest land obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forest land obligation against the seller.

Failure by the seller to send the required notice to the DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forest land obligation prior to sale.

DNR affidavit of mailing:

On this day _____, I placed in the United States mail at _____ Castle Rock _____, WA,
(date mm/dd/yyyy) (post office location)

postage paid, a true and accurate copy of this document. Notice of Decision FPA # _____

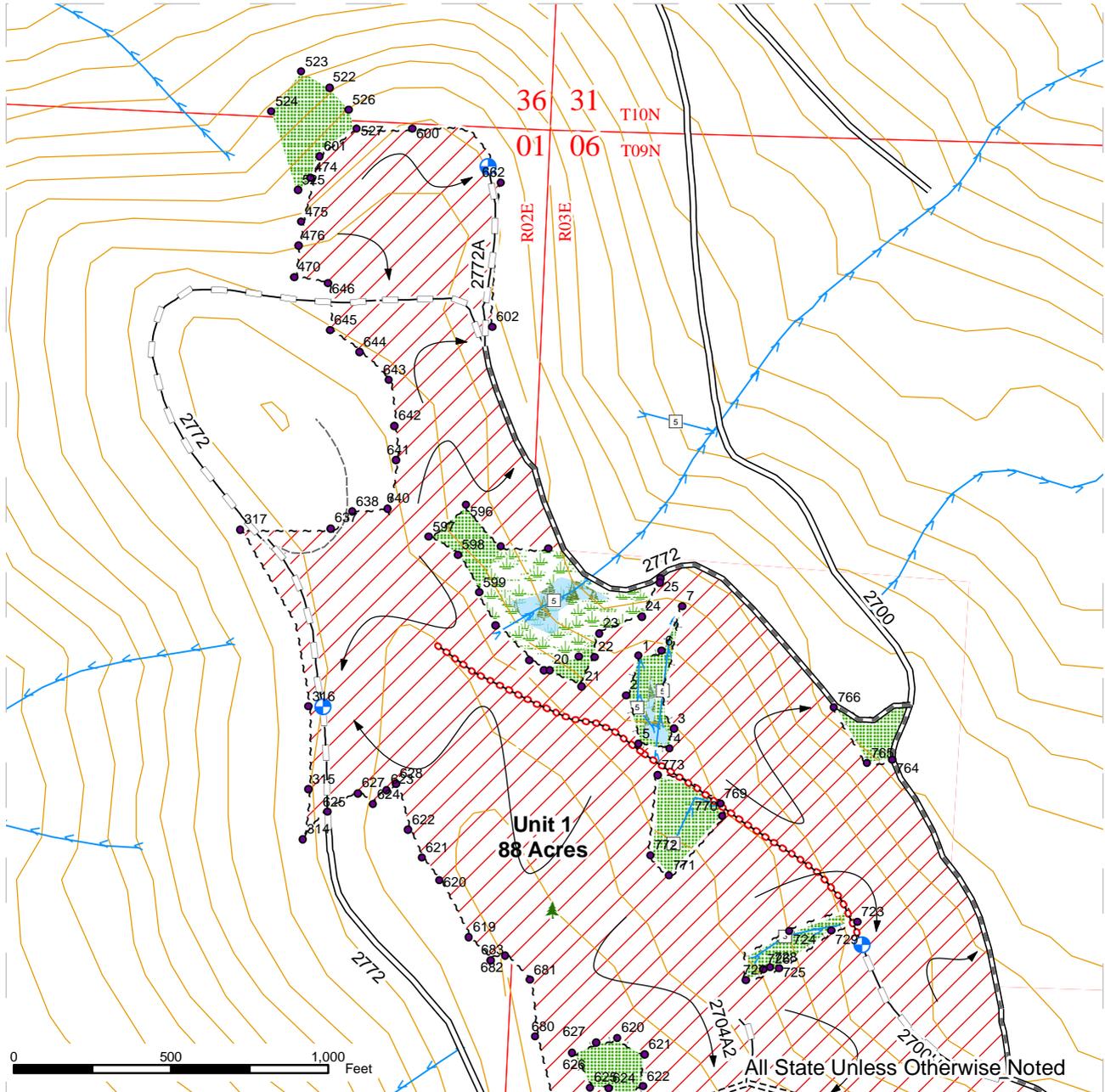
(Printed name)

(Signature)

LOGGING PLAN MAP

SALE NAME: RIDGE WALKER SORTS
AGREEMENT#: 30-092312
TOWNSHIP(S): T09R02E, T09R03E
TRUST(S): Common School and Indemnity(3), Agricultural School(4), Normal School(8)

REGION: Pacific Cascade Region
COUNTY(S): COWLITZ
ELEVATION RGE: 2148-2561

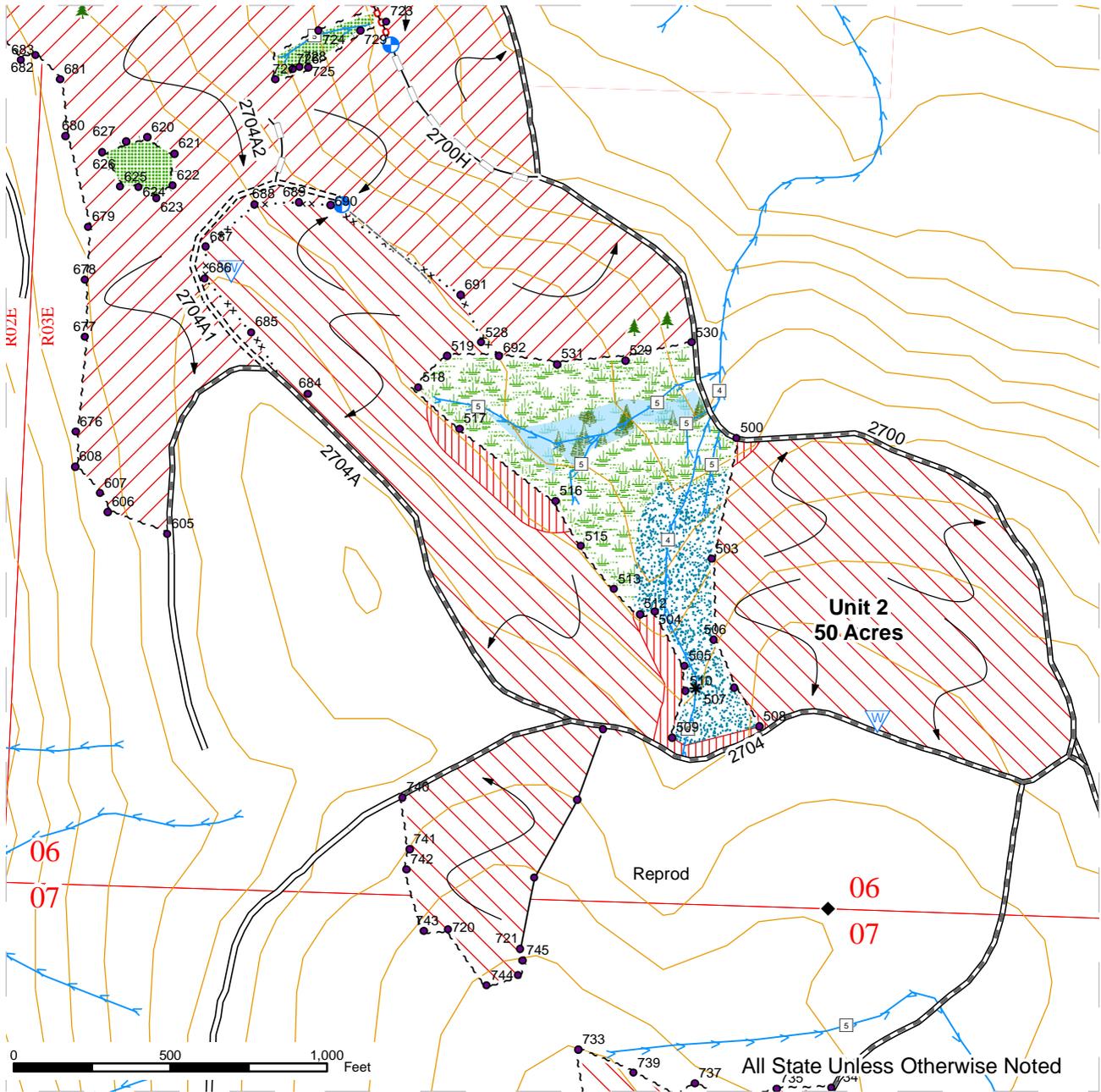


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|----------------------------|-------------------------------|----------------------|
| Ground-based | Sale Boundary Tags | Required Abandonment |
| Variable Retention Harvest | Special Mgt Area Tags | Old Grades / Trails |
| Thinning | Leave Tree Tags | Streams |
| Riparian Restoration | Existing Road | Stream Break |
| Leave Tree Area | Required Pre-Haul Maintenance | Stream Type |
| Riparian Mgt Zone | Required Construction | Waste Area |
| Wetland Mgt Zone | Required Reconstruction | Leave Trees |
| Forested Wetland | Optional Reconstruction | Potential Landing |
| Meadow | | GPS Points |

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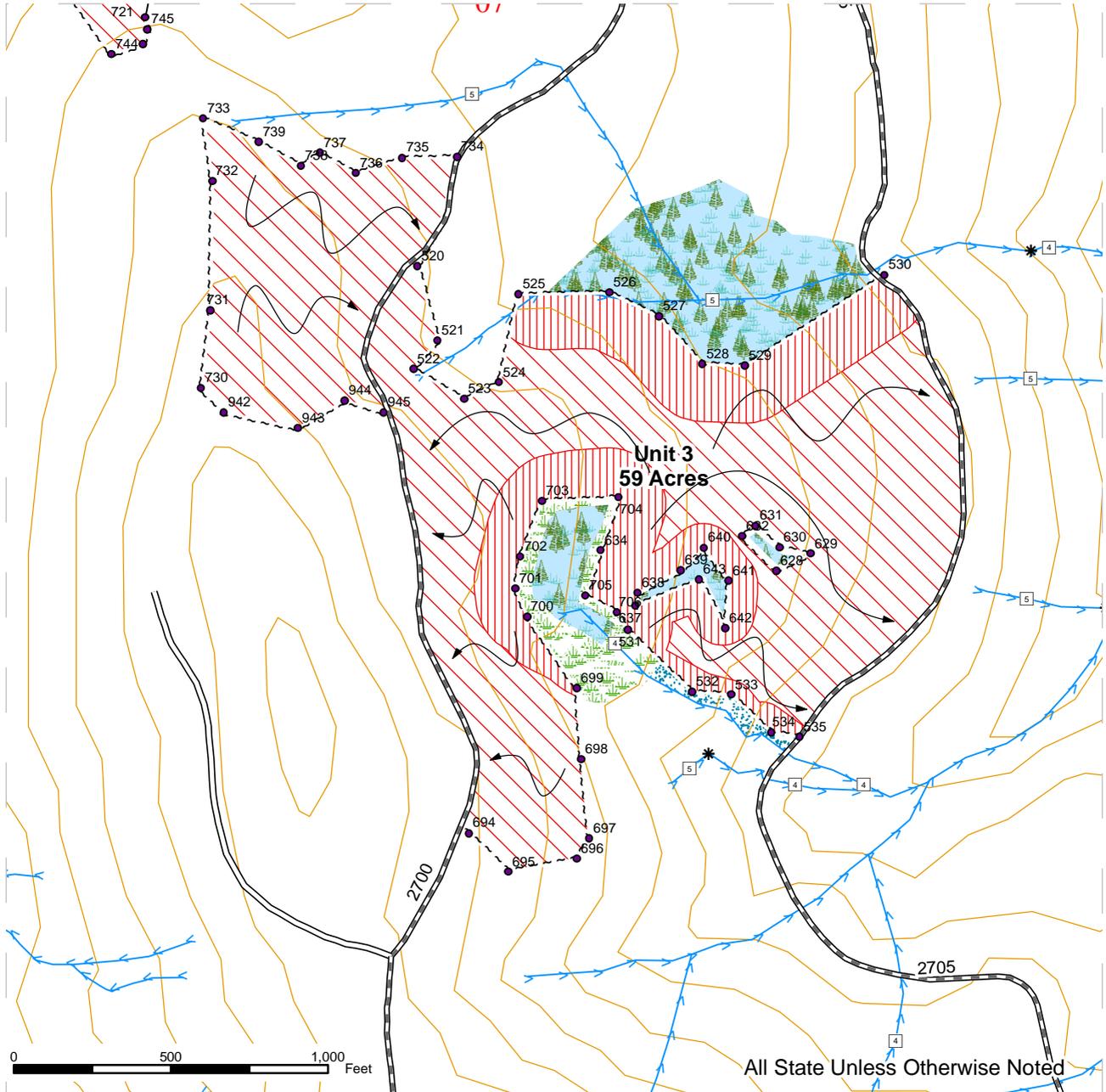


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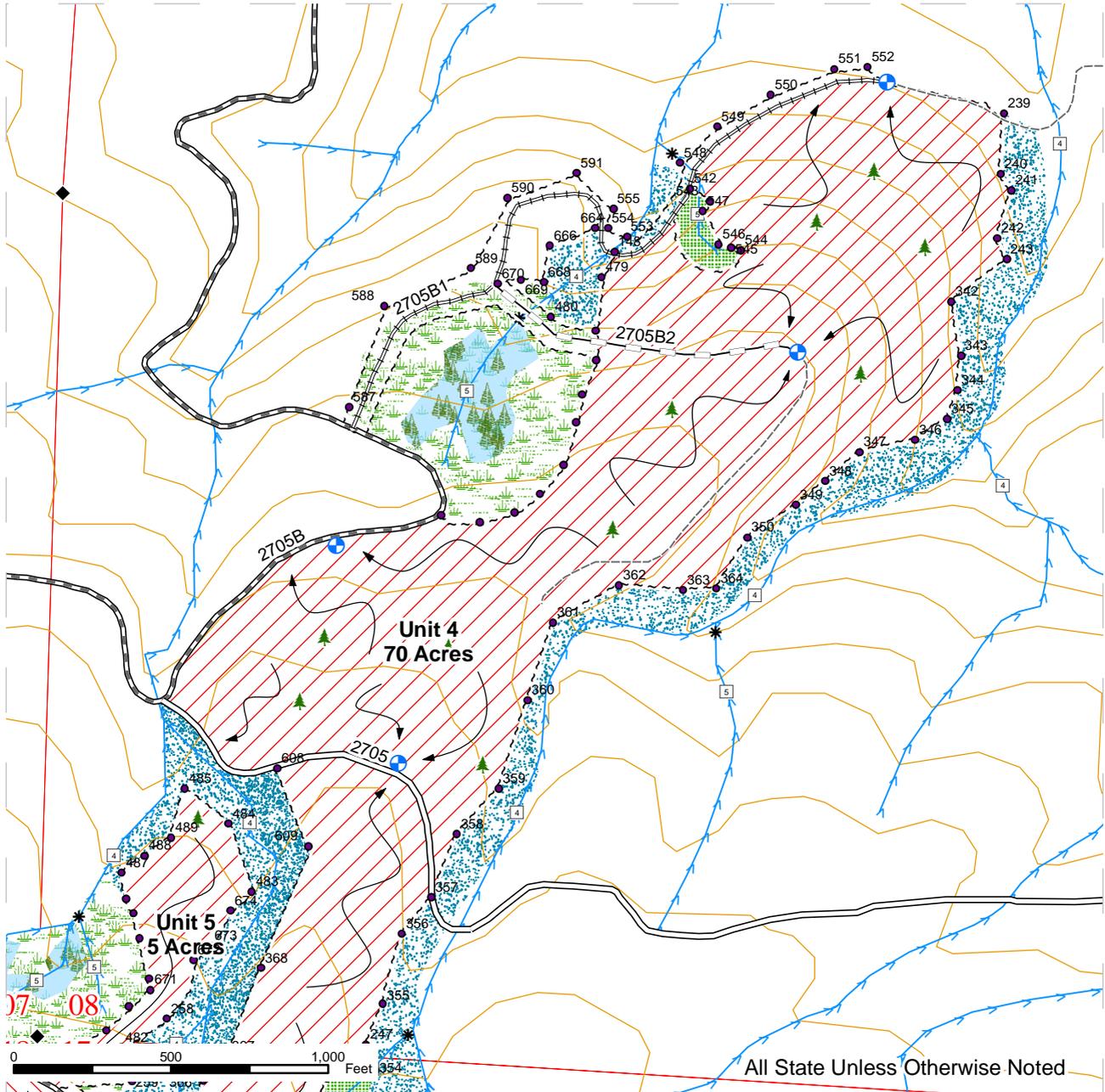


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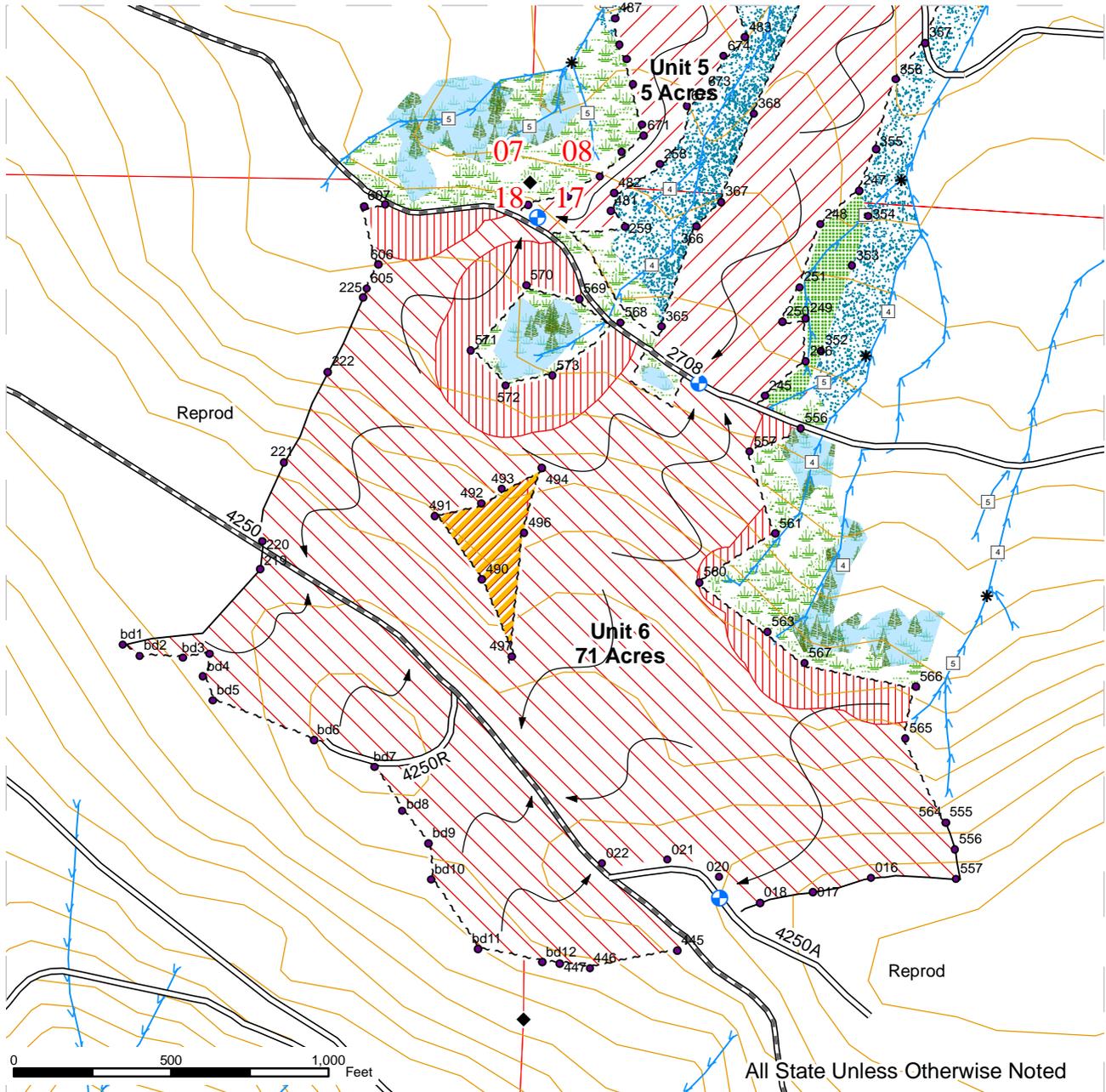
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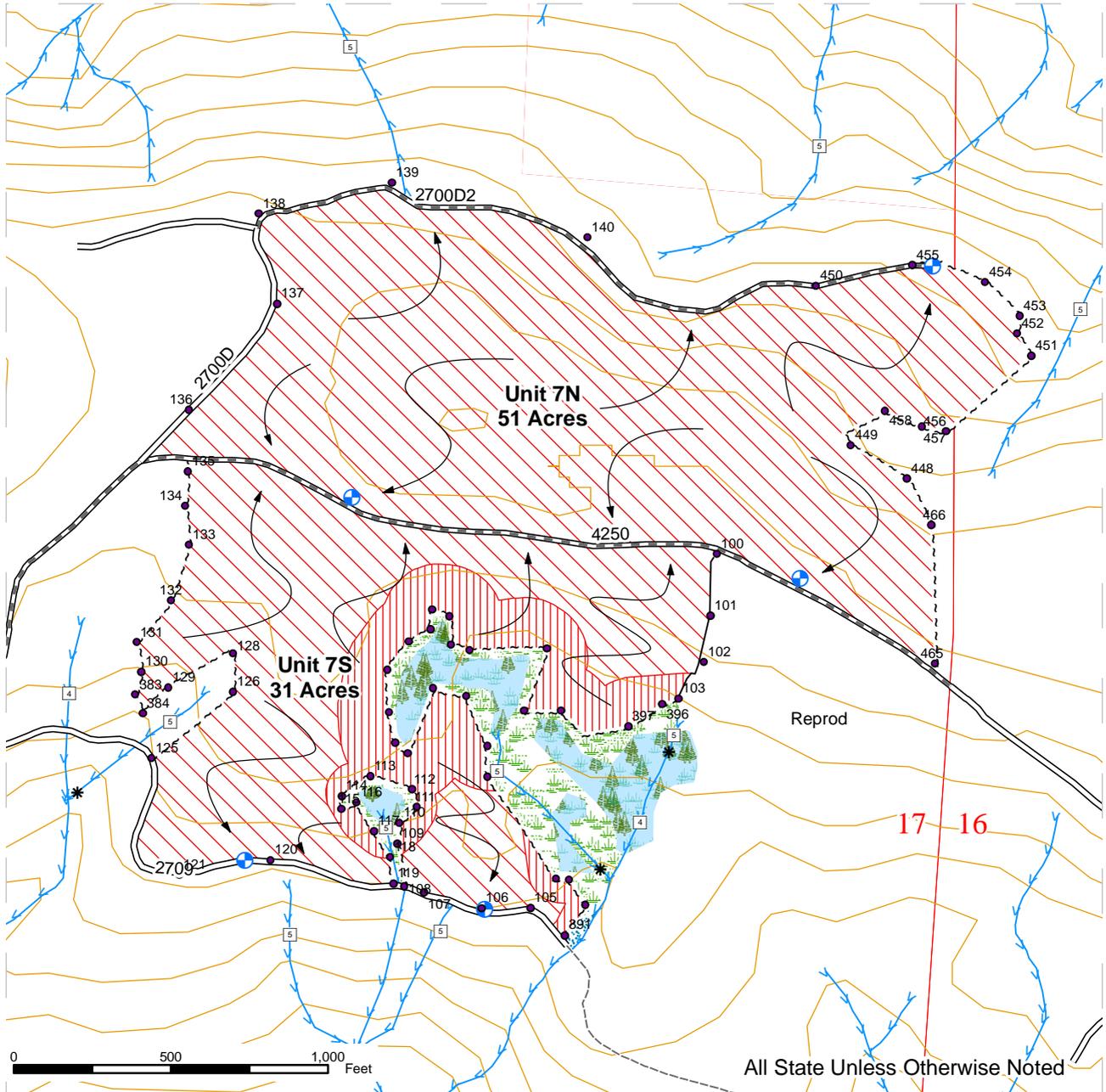
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