



**TIMBER NOTICE OF SALE**

**SALE NAME:** MARSHMALLOW

**AGREEMENT NO:** 30-103589

**AUCTION:** November 14, 2023 starting at 10:00 a.m., **COUNTY:** Thurston  
South Puget Sound Region Office, Enumclaw, WA

**SALE LOCATION:** Sale located approximately 18 miles west of Olympia, WA.

**PRODUCTS SOLD  
AND SALE AREA:**

All timber, except leave trees bounded out by yellow leave tree area tags, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white Timber Sale Boundary tags, and the B-5000 and B-5200 roads in Unit #1; white Timber Sale Boundary tags, and the B-5000, B-5200, and C-4800 roads in Unit #2; white Timber Sale Boundary tags, and the C-4000 Road in Units #3 and #4; white Timber Sale Boundary tags, and the C-4700, C-8000, C-8900, C-8910, and C-8912 roads in Unit #5.

All forest products above located on part(s) of Sections 25, 26, 35 and 36 all in Township 18 North, Range 4 West, Sections 31 all in Township 18 North, Range 3 West, W.M., containing 241 acres, more or less.

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227)

**ESTIMATED SALE VOLUMES AND QUALITY:**

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	19.3	9	6,032				17		4,058	1,494	449	14
Hemlock	17.7		4,215						2,446	1,460	305	4
Red alder	14.8		338						42	60	234	2
Redcedar	19.9		43							38	5	
Noble fir	20.7		21						18	1	2	
Grand fir	15.6		9							6	3	
Sale Total			10,658									

**MINIMUM BID:** \$2,927,000.00 **BID METHOD:** Sealed Bids

**PERFORMANCE SECURITY:** \$100,000.00 **SALE TYPE:** Lump Sum

**EXPIRATION DATE:** October 31, 2026 **ALLOCATION:** Export Restricted

**BID DEPOSIT:** \$292,700.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

**HARVEST METHOD:** Harvesting activities are estimated to be 68 percent cable and 32 percent ground based harvest. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 55 percent or less, all other ground based equipment limited to tracked equipment and 6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires on sustained slopes that are 45 percent or less. Yarding may be restricted during wet weather if rutting becomes excessive, per clause H-017.

Falling and yarding will not be permitted on weekends or State recognized holidays unless authority to do so is granted, in writing, by the Contract Administrator.



## TIMBER NOTICE OF SALE

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**ROADS:** 964.60 stations of required prehaul maintenance. 7.20 stations of required abandonment. Road work on this sale includes optional landing construction. Purchaser maintenance on the B-5000 (Adjacent/within Units #1 and #2), B-5200, C-4000, C-4700, C-4800, C-8000 (Adjacent /within Unit #5), C-8900, C-8910, and C-8912 roads. Designated maintenance on all other roads used.

Rock for this proposal may be obtained from the State owned Porter Pass Quarry, and up to 1,700cy of 2-inch crushed and up to 1,800cy of 4-inch jaw from the existing stockpiles at Porter Pass Quarry, at no cost to the Purchaser, or any commercial rock source at the Purchaser's expense. An estimated 1,872 cubic yards of commercial rock is required for surfacing on the B-Line and B-8000 Roads. See Rock Lists in the Road Plan.

All road work activities will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authority to do so is granted, in writing, by the Contract Administrator. If permission is granted to operate from November 1 to April 30, a maintenance plan may be required per Road Plan clause 1-26.

The hauling of forest products will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authorized in writing by the Contract Administrator. If permission is granted to operate from November 1 to April 30, preventative measures may be required to protect water, soil, roads and other forest assets.

### ACREAGE DETERMINATION

**CRUISE METHOD:** Unit acreage was determined by traversing boundaries by GPS in all units, and length times width for existing roads in Units #1, #2, and #5. GPS data files are available at DNR's website for timber sale auction packets. See cruise narrative for cruise method.

**FEES:** \$181,186.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

**SPECIAL REMARKS:** Purchaser shall cut all hardwood stems more than 6 feet tall within the harvest units, leaving a stump no more than 12 inches in height.

There are trees in all units from previous thinnings painted with a single blue or yellow band. Trees painted with a single blue or yellow band are take trees, unless located within tagged leave tree area clumps.

This sale includes replacement of 14 stream culverts (no fish) and 23 cross-drain culverts, including 4 contingency cross-drain culverts, depending on need.

Purchaser shall close recreation trails associated with Unit #5 per Schedule A.

Purchaser shall abate dust on the B-Line from stations 638+35 to 647+00 per Contract Administrator discretion.

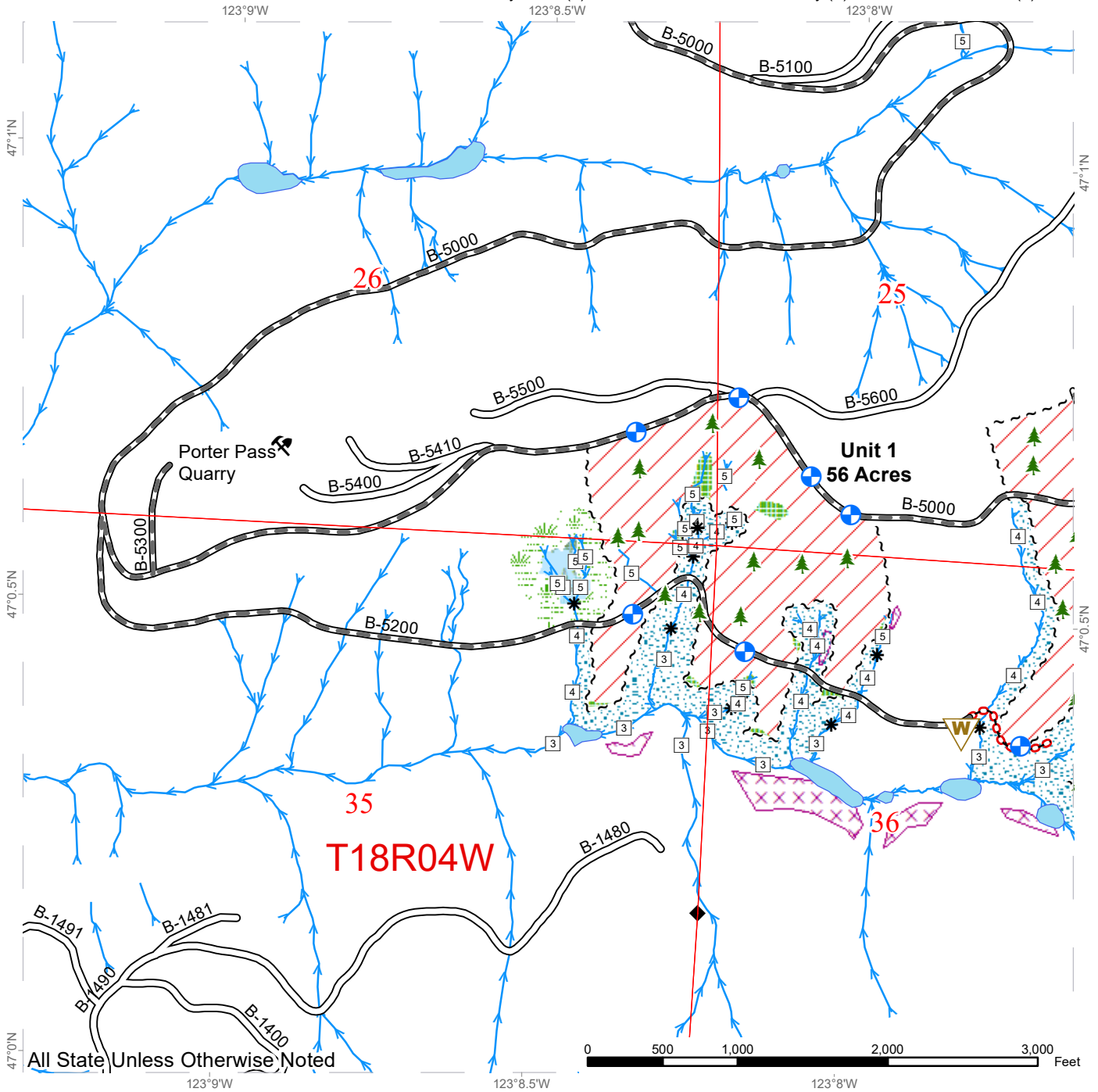
Landings shall be built 50 feet off the B-5000, B-5200, C-4000, C-4700, C-4800, C-8000, and C-8010 roads. Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

Note to cruisers and appraisers: Please refrain from leaving pink, orange, or blue flagging from your cruises in or around the sale area to avoid confusion with DNR's marking. Additionally, for the safety of the public, please remove from roads and trails all string from string boxes used during appraising or cruising this sale.

# TIMBER SALE MAP

**SALE NAME:** MARSHMALLOW  
**AGREEMENT #:** 30-103589  
**TOWNSHIP(S):** T18R3W, T18R4W  
**TRUST(S):** Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 1000-2080



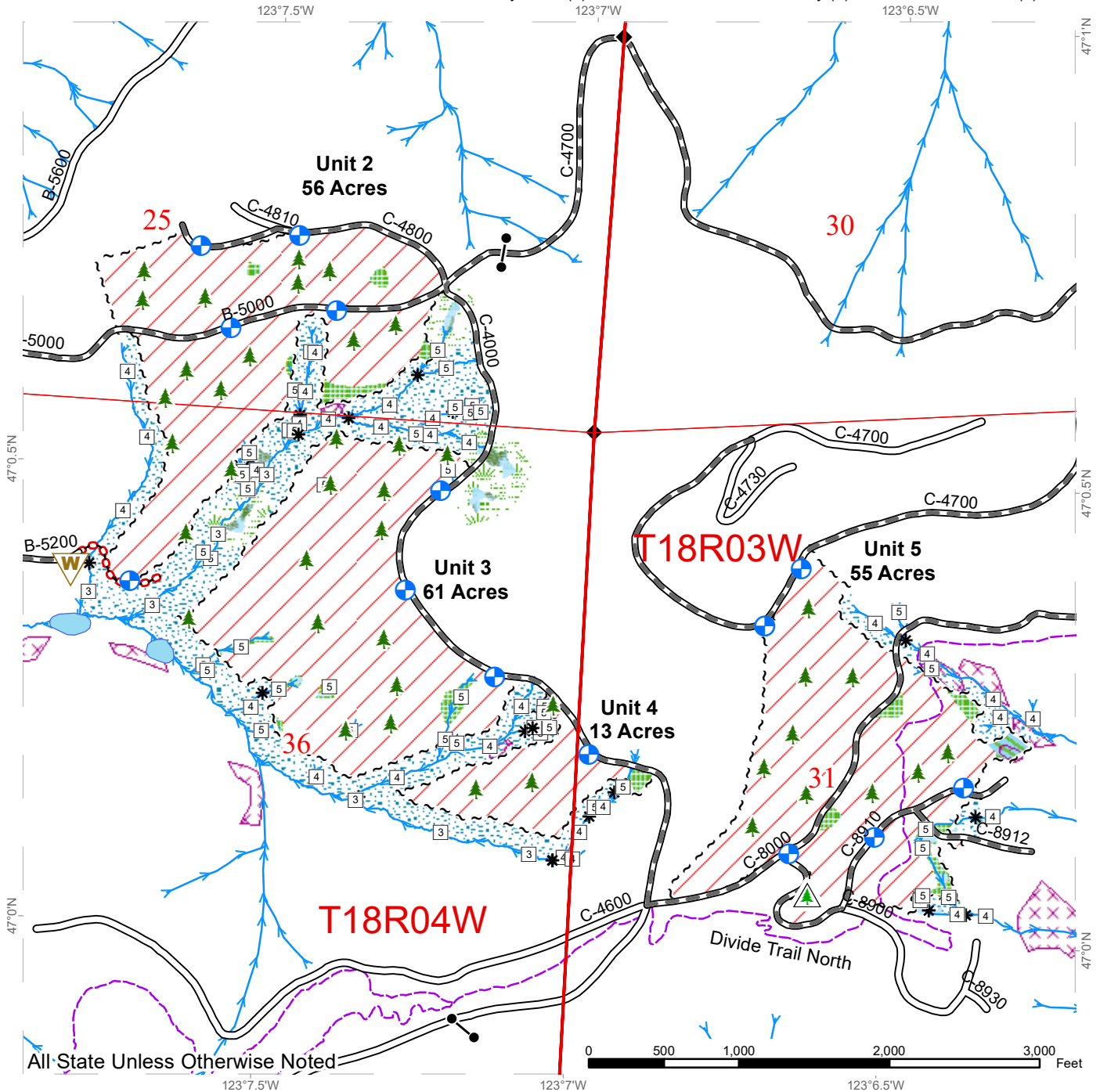
Variable Retention Harvest	Streams	Waste Area
Leave Tree Area	Stream Type	Public Land Survey Townships
Riparian Mgt Zone	Stream Type Break	Public Land Survey Sections
Forested Wetland	Survey Monument	
Wetland Mgt Zone	Landing - Proposed	
Tailhold Restriction Area	Leave Tree Area <1/4-acre	
Existing Roads	Rock Pit	
Required Pre-Haul Maintenance		
Required Abandonment		



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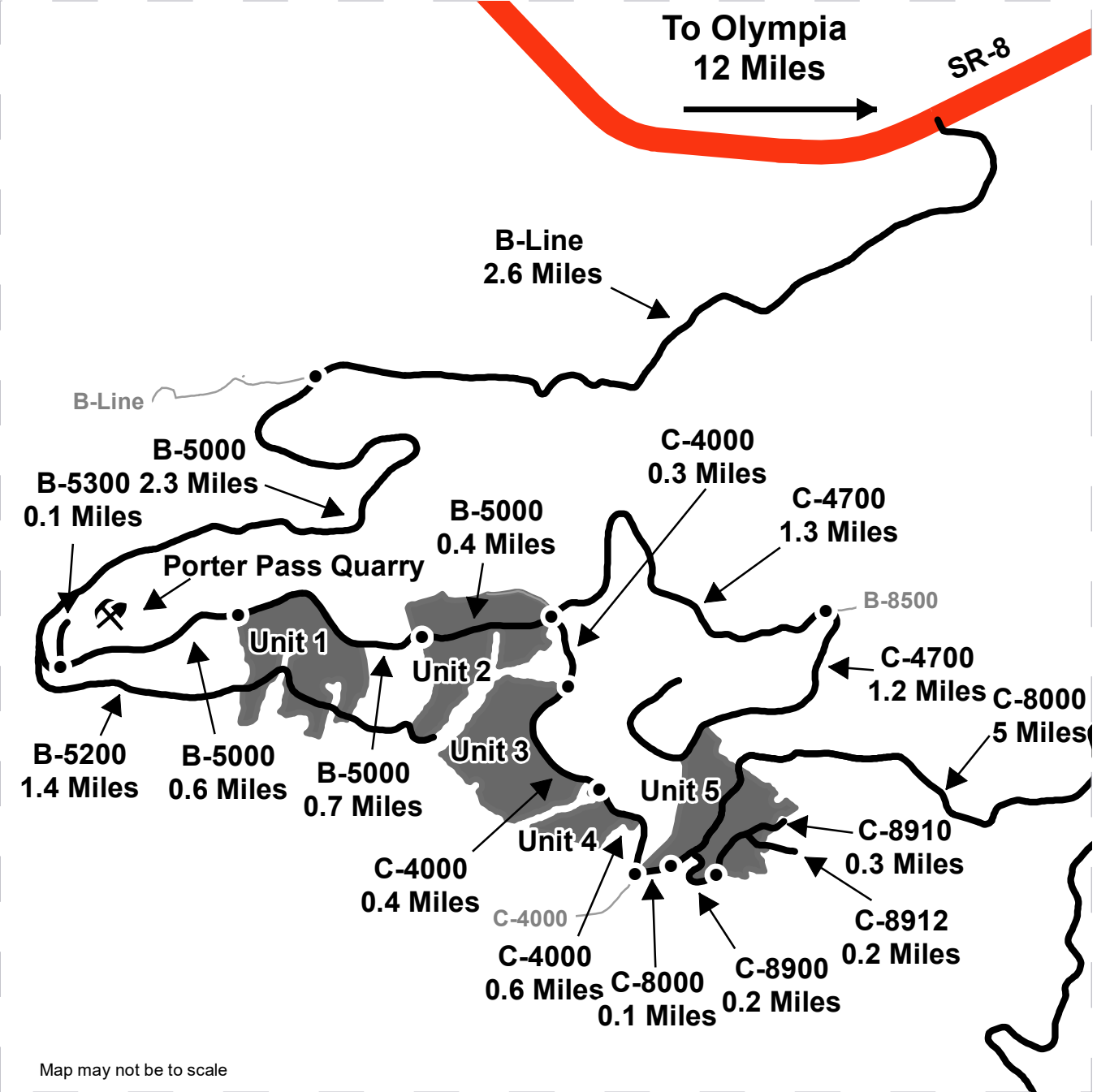
Variable Retention Harvest	Required Abandonment	Non-Tradeable Leave Trees
Non-Tradeable Leave Clump	Motorized Trail	Waste Area
Leave Tree Area	Streams	Gates
Riparian Mgt Zone	Stream Type	Public Land Survey Townships
Forested Wetland	Stream Type Break	Public Land Survey Sections
Wetland Mgt Zone	Survey Monument	
Tailhold Restriction Area	Landing - Proposed	
Existing Roads	Leave Tree Area <1/4-acre	
Required Pre-Haul Maintenance		



# DRIVING MAP

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



- Distance Indicator
- ⛏ Rock Pit
- Timber Sale Unit
- Haul Route
- Other Road
- Highway

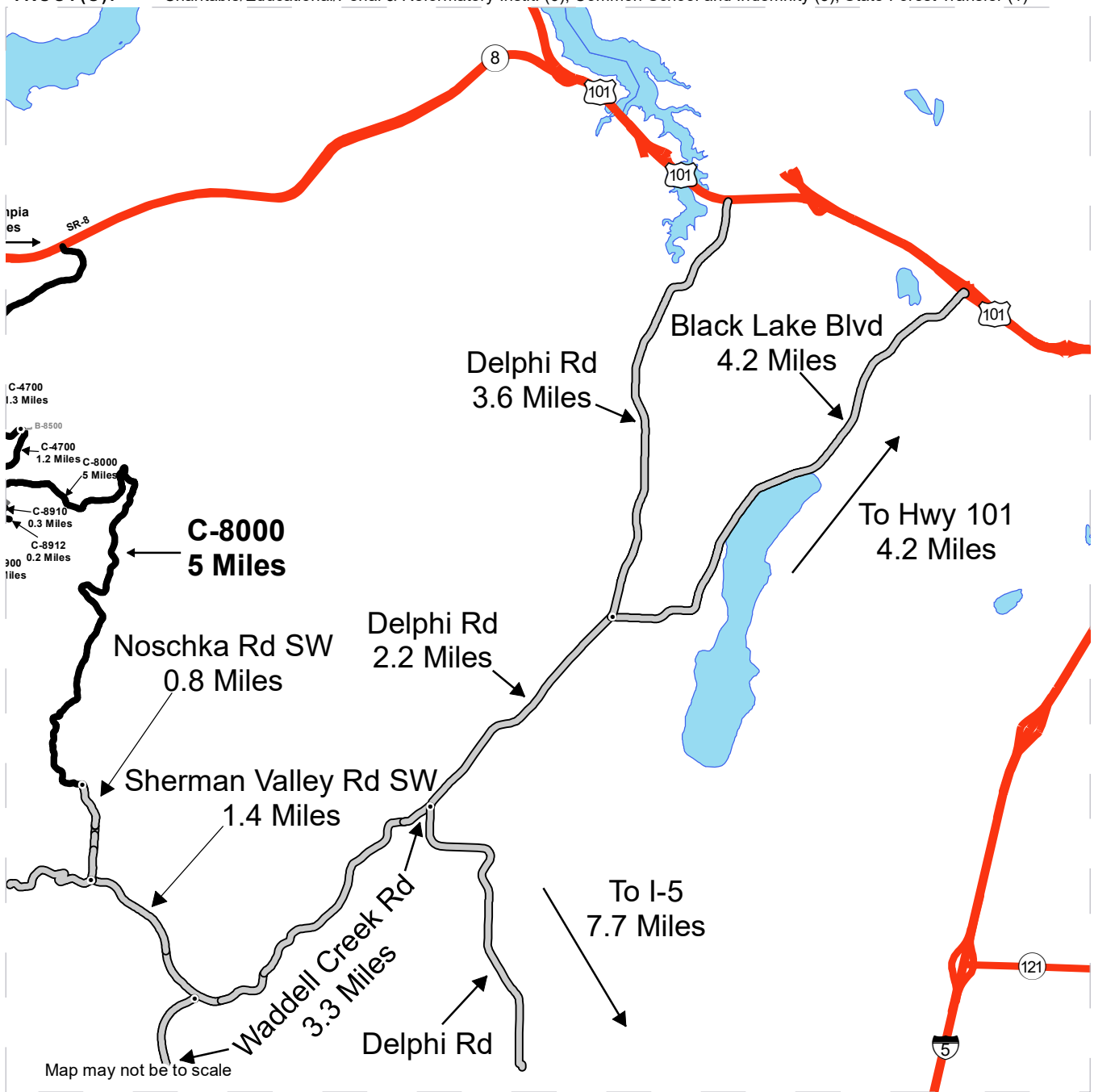
**DRIVING DIRECTIONS:**  
 See Attached Driving Directions



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**TOWNSHIP(S):** T18R3W, T18R4W  
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**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 1000-2080



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

**DRIVING DIRECTIONS:**  
See Attached Driving Directions



## **Driving Directions**

Heading West from Olympia off Hwy 8, just before milepost 16, turn South on the B-Line for 2.6 miles. Turn left onto the B-5000. To reach Porter Pass Quarry continue on the B-5000 for 2.3 miles and turn left onto the B-5300 and continue for 0.1 miles. For Unit 1, return to the B-5000 and head East, continue 0.6 miles and you will arrive. To reach Unit 2, continue East on the B-5000 for 0.7 miles and you will arrive. For Unit 3, continue East on the B-5000 for 0.4 miles. Turn right on the C-4000 and continue for 0.3 miles and you will arrive. Continue 0.4 miles on the C-4000 to reach Unit 4. For Unit 5, continue on the C-4000 for 0.6 miles to the C-4000/C-8000 junction. Once at this junction, turn left onto the C-8000. Continue for 0.1 miles and you will have arrived.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**BILL OF SALE AND CONTRACT FOR  
FOREST PRODUCTS**

**Export Restricted Lump Sum AGREEMENT NO. 30-103589**

**SALE NAME: MARSHMALLOW**

**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 Definitions

The following definitions apply throughout this contract;

**Bill of Sale and Contract for Forest Products:** Contract between the Purchaser and the State, which sets forth the procedures and obligations of the Purchaser in exchange for the right to remove forest products from the sale area. The Bill of Sale and Contract for Forest Products may include a Road Plan for any road construction or reconstruction, where applicable.

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

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

**Purchaser:** The company or individual that has entered into a Bill of Sale and Contract for Forest Products with the State for the right to harvest and remove forest products from the timber sale area.



Road Construction: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

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.

Subcontractor: Individual or company employed by the Purchaser to perform a portion or all of the services required by The Bill of Sale and Contract for Forest Products. The Purchaser is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on November 14, 2023 and the sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber, except leave trees bounded out by yellow leave tree area tags, snags, and down timber existing more than 5 years from the day of sale, bounded by the following: white Timber Sale Boundary tags, and the B-5000 and B-5200 roads in Unit #1; white Timber Sale Boundary tags, and the B-5000, B-5200, and C-4800 roads in Unit #2; white Timber Sale Boundary tags, and the C-4000 Road in Units #3 and #4; white Timber Sale Boundary tags, and the C-4700, C-8000, C-8900, C-8910, and C-8912 roads in Unit #5.

All forest products above located on approximately 241 acres on part(s) of Sections 25, 26, 35, and 36 all in Township 18 North, Range 4 West, Section 31 in Township 18 North, Range 3 West W.M. in Thurston County(s) as designated on the sale area and as shown on the attached timber sale map.

All forest products described above from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, stumps, are not eligible for removal under the terms of this contract.

Forest products purchased under a contract that is designated as export restricted shall not be exported until processed. Forest products purchased under a contract that is designated as exportable may be exported prior to processing.

G-020 Inspection By Purchaser

Purchaser hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Purchaser further warrants to the State that they enter this contract based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Purchaser also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage

estimates, appraisals, pre-bid documentation, or any other representations by the State Department of Natural Resources.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Recreation Trail Clean Out and Repair

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to October 31, 2026.

G-040 Contract Term Adjustment - No Payment

Purchaser may request an adjustment in the contract term. A claim must be submitted in writing and received by the State within 30 days after the start of interruption or delay. The claim must also indicate the actual or anticipated length of interruption or delay. The State may grant an adjustment without charge only if the cause for contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this contract are actually interrupted or delayed:

- a. Road and bridge failures which deny access.
- b. Access road closures imposed by road owner.
- c. Excessive suspensions as provided in clause G-220.
- d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.

G-051 Contract Term Extension - Payment

Extensions of this contract term may be granted only if, in the judgment of the State, Purchaser is acting in good faith and is endeavoring to remove the forest products conveyed. The term of this contract may be extended for a reasonable time by the State if all of the following conditions are satisfied:

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Completion of all required roads and compliance with all contract and regulatory requirements.
- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the total contract price.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the total contract price.

The payments shall not include the initial deposit which shall be held according to the provisions of RCW 79.15.100.

- d. Payment of an amount based on 12 percent interest per annum on the unpaid portion of the total contract price.

All payments, except the initial deposit, will be deducted from the total contract price to determine the unpaid portion of the contract.

- e. Payment of \$1,099.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.

**G-053 Surveys - Sensitive, Threatened, Endangered Species**

Whenever the State determines that a survey for sensitive, threatened, or endangered species is prudent, or when Purchaser determines a survey is prudent and the State agrees, Purchaser shall perform such surveys at Purchaser's expense and to the standards required by the State. The survey information shall be supplied to the State.

**G-060 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 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 ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.

- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

Purchaser acknowledges that cultural resources as defined in WAC 222-16-010 may exist within the timber sale area and that the existence and location of such resources may be unknown at the time this contract is executed. Purchaser has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify local law enforcement in the most expeditious manner possible then notifying the Contract Administrator. In the event cultural resources are discovered by the Purchaser or the State during the course of operations Purchaser shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Purchaser shall resume operations as directed in writing by the Contract Administrator.

G-062 Habitat Conservation Plan

The State has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the State's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. TE812521-1 and 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the State's Regional Offices and the administrative headquarters in Olympia, Washington.

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to

authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject Purchaser to liability for violation of the Endangered Species Act.

Any modifications to the contract shall be proposed in writing by Purchaser, shall continue to meet the terms and conditions of the HCP and ITP, and shall require the prior written approval of the Region Manager before taking effect.

#### G-063 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting

authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-064 Permits

Purchaser is responsible for obtaining any permits not already obtained by the State that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the State shall be transferred to Purchaser. Purchaser is responsible for all permits, amendments and renewals.

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-066 Governmental Regulatory Actions

a. Risk

Purchaser shall be responsible for any increased operational costs arising from any applicable foreign or domestic governmental regulation or order that does not cause contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the contract. If impracticability or frustration results from Purchaser's failure to comply with this contract, Purchaser shall remain responsible for payment of the total contract price notwithstanding the impracticability or frustration.

b. Sale Area

When portions of the sale area become subject to a foreign or domestic governmental regulation or order that will likely prevent timber harvest for a period that will exceed the expiration date of this contract, and Purchaser has complied with this contract, the following shall apply:

i. RCW 79.15.140 shall govern all adjustments to the contract area.

c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall cause the timber sale area subject to governmental regulation or order to be measured. The State shall calculate the percentage of the total sale area subject to the governmental regulation or order. The State shall reduce the total contract price by that calculated percentage. However, variations in species, value, costs, or other items pertaining to the affected sale area will be analyzed and included in the adjustment if deemed appropriate by the State. The State will further reduce the total contract price by the reasonable cost of unamortized roads Purchaser constructed but was unable to fully use for removing timber. A reduction in total contract price terminates all of the

Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to Purchaser will be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser. The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

No advice by any agent, employee, or representative of the State regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Purchaser's purposes under the contract. Purchaser's reliance on any State advice regarding the method or manner of performance shall not relieve Purchaser of any risk or obligation under the contract. Purchaser retains the final responsibility for its operations under this contract and State shall not be liable for any injuries resulting from Purchaser's reliance on any State advice regarding the method or manner of performance.

G-091 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the contract shall not exceed more than four percent of the original sale area. If the sale area is increased, the added forest products become a part of this contract. The State shall determine the volume added and shall calculate the increase to the total contract price using the rates set forth in clause G-101, G-102, or G-103. If the sale area is reduced, the State shall determine the volume to be reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-101 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract Administrator. Added forest products become a part of this contract and the Scribner log scale volume, as defined by the Northwest Log Rules Advisory Group, shall be determined by the Contract Administrator. Added forest products shall be paid for at the following contract payment rates per Mbf Scribner log scale.

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the State's Contract Administrator. Additions must be in unlogged areas of the sale and added volume shall not exceed an amount equal to 10 percent of the original advertised volume. Added forest products become a

part of this contract and shall be paid for at the rate set forth in clause G-101, G-102 or G-103.

G-111 Title and Risk of Loss

Title to the forest products under this contract passes to the Purchaser after they are removed from the sale area, if adequate advance payment or payment security has been provided to the State under this contract. Purchaser bears all risk of loss of, or damage to, and has an insurable interest in, the forest products described in this contract from the time the sale is confirmed under RCW 79.15.120. Breach of this contract shall have no effect on this provision.

G-116 Sustainable Forestry Initiative® (SFI®) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

Purchaser shall have at least one person regularly on-site during active operations that have completed training according to the requirements outlined within the SFI Standard. Purchaser shall designate in writing the name(s) of the individual(s) who will be on-site and provide proof of their successful completion of an approved training program prior to active operations.

G-120 Responsibility for Work

All work, equipment, and materials necessary to perform this contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in clause G-121 or unless the State issues an operating release pursuant to clause G-280, shall be repaired promptly to the satisfaction of the State and at Purchaser's expense.

G-121 Exceptions

Exceptions to Purchaser's responsibility in clause G-120 shall be limited exclusively to the following. These exceptions shall not apply where road damage occurs due to Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

The State will bear the cost to repair damages caused by a third party. In all other cases, the Purchaser shall bear responsibility for the costs as described below.

Road is defined as the road bed, including but not limited to its component parts, such as cut and fill slopes, subgrade, ditches, culverts, bridges, and cattle guards.

For the purposes of this clause, damage will be identified by the State and is defined as:

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;



2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

The repair work identified by the State shall be promptly completed by Purchaser at an agreed price. The State may elect to accomplish repairs by means of State-provided resources.

For each event, Purchaser shall be solely responsible for the initial \$5,000 in repairs. For repairs in excess of \$5,000, the parties shall share equally the portion of costs between \$5,000 and \$15,000. The State shall be solely responsible for the portion of the cost of repairs that exceed \$15,000.

Nothing contained in clauses G-120 and G-121 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials. Authorization to haul does not warrant that Purchaser built roads are free from material defect and the State may require additional work, at Purchasers expense regardless of cost, to remedy deficiencies at any time.

#### G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchasers' obligations to indemnify, defend, and hold harmless includes any claim by Purchasers' agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Purchasers' or any subcontractors' performance or failure to perform the contract. Purchasers' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

#### G-150 Insurance

Purchaser shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. State may suspend Purchaser operations until required insurance has been secured.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources region office of sale origin shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Purchaser shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured via endorsement on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Purchaser waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Purchaser and such coverage and limits shall not limit Purchaser's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased as deemed necessary by State of Washington, Department of Natural Resources, shall not be less than as follows:

**Commercial General Liability (CGL) Insurance.** Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL coverage shall include a Logging and Lumbering Endorsement (i.e. Logger's Broad-Form) to cover the events that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

**Employer's Liability "Stop Gap" Insurance.** Purchaser shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

**Workers' Compensation Coverage.** Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Purchaser waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

**Business Auto Policy (BAP).** Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any

Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

The State's rights and duties will be exercised by the Region Manager at Enumclaw, 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 forest products conveyed beyond the terms of this contract.

Purchaser is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Purchaser shall inform the State in writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170 Assignment and Delegation

No rights or interest in this contract shall be assigned by Purchaser without prior written permission of the State. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Purchaser may perform any duty through a delegate, but Purchaser is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Purchaser.

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 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to Purchaser's authorized agent or sent by certified mail to Purchaser's address of record:

G-210 Violation of Contract

G-220 State Suspends Operations

All other notices required to be given under this contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Purchaser agrees to notify the State of any change of address.

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
- b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by 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 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operations

The Contract Administrator may suspend any operation of Purchaser under this contract when the State is suffering, or there is a reasonable expectation the State will suffer environmental, monetary, or other damage if the operation is allowed to continue.

Purchaser shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the Contract Administrator.

Purchaser may request a modification of a suspension within 30 days of the start of suspension through the dispute resolution process in clause G-240. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the State, Purchaser is entitled to request a contract term adjustment under clause G-040.

If it reasonably appears that the damage that the State is suffering, or can reasonably be expected to suffer if the operation is allowed to continue, will prevent harvest for a period that will exceed 6 months, and Purchaser has complied with this contract, the

provisions of clause G-066 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

Any cutting, removal, or damage of forest products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject Purchaser to liability for triple the value of said forest products under RCW 79.02.320 or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

G-240 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 ten business days.
- c. Within ten business days of receipt of the Region Manager's decision, Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 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-250 Compliance with All Laws

Purchaser shall comply with all applicable statutes, regulations and laws, including, but not limited to; chapter 27.53 RCW, chapter 68.50 RCW, WAC 240-15 and WAC 296-54. Failure to comply may result in forfeiture of this contract.

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-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining

unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; the B-Line, B-5000, B-5200, B-5300, C-4000, C-4700, C-4800, C-8000, C-8900, C-8910, and C-8912 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Contract Administrator and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. State's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Purchaser shall, at the Purchaser's own expense, re-establish them through a licensed land surveyor in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced in accordance with RCW 58.24.040(8). Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

The State shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on State lands by Purchaser under this contract. The State may extend such rights to others. If the State grants such rights to others, the State shall require performance or payment, as directed by the State, for their proportionate share of maintenance based on their use.

G-370 Blocking Roads

Purchaser shall not block the B-5000, C-4000 or the C-8000 roads, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

Purchaser agrees to comply with the terms and conditions of the attached:

Easement #55-000215 entered into between the State of Washington Department of Natural Resources and Al and Lois A. Parks, dated August 9, 1967.

G-396 Public Hauling Permit

The hauling of forest products, rock or equipment may require a state, county, or city hauling permit. Purchaser is responsible for obtaining any necessary permit and any costs associated with extra maintenance or repair levied by the permitting agency. Purchaser must provide the Contract Administrator with a copy of the executed permit.

G-430 Open Fires

Purchaser shall not set, or allow to be set by Purchaser's employees, agents, invitees and independent contractors, any open fire at any time of the year without first obtaining permission, in writing, from the Contract Administrator.

G-450 Encumbrances

This contract and Purchaser's activities are subject to the following:

To be determined approximately one month prior to the day of sale.

Section P: Payments and Securities

P-011 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 Clause P-020, 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-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$277,108.00. The total contract price consists of a \$0.00 contract bid price plus \$277,108.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS, INCLUDING: the amount of forest products actually present within the contract area, the actual acreage covered by the contract area, the amount or volume of forest



products actually cut or removed by purchaser, whether it becomes physically impossible or uneconomic to remove the forest products, and whether the subject forest products have been lost or damaged by fire or any other cause. The only situations Purchaser may not be liable for the full purchase price are governed by clause G-066, concerning governmental regulatory actions taken during the term of the contract.

P-045 Guarantee of Payment

Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall be determined by the State and shall equal or exceed the value of the cutting proposed by Purchaser.

P-050 Billing Procedure

The State will compute and forward to Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the State on or before the date shown on the billing statement.

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.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$100,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

The State may reduce the performance security after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Purchaser.

Section H: Harvesting Operations

H-013 Reserve Tree Damage Definition

Reserve trees are trees required and designated for retention within the sale boundary. Purchaser shall protect reserve trees from being cut, damaged, or removed during operations.

Reserve tree damage exists when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A reserve tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Purchaser shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the Contract Administrator. Purchaser may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.

Removal of designated reserve trees from the sale area is unauthorized, and may invoke the use of the G-230 'Unauthorized Activity' clause. Purchaser is required to leave all cut or damaged reserve trees on site.

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-035 Fall Trees Into Sale Area

Trees shall be felled into the sale area unless otherwise approved by the Contract Administrator.

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for all units. The plan shall address the harvest operations and logging debris cleanup, trail closure and clean up, tailhold restriction areas, timing restrictions, safety and landing locations if different from Logging Plan Map, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the

harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

Purchaser shall provide a State of Washington registered log brand, acceptable to the State, unless the State agrees to furnish the brand. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

For pulp loads purchased under a contract designated as export restricted, Purchaser shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable red paint.

H-080 Snags Not to be Felled

Snags not required to be felled for safety reasons may be left standing. Snags felled for safety reasons shall not be removed and must remain where felled.

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using cable, cable-tethered, and tracked ground based equipment. Cable and cable-tethered equipment allowed on all slopes. Non-tethered self-leveling equipment limited to sustained slopes of 55 percent or less, all other ground based equipment limited to tracked equipment and 6-wheeled rubber tired skidders with over-the-tire tracks spanning both sets of rear tires on sustained slopes that are 45 percent or less. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-126 Tailholds on State Land

If Purchaser tailholds on State land, methods to minimize damage to live trees outside the sale area shall be employed and must be approved in writing by the Contract Administrator.

H-130 Hauling Schedule

The hauling of forest products will not be permitted from November 1 to April 30, nor on weekends or State recognized holidays, unless authorized in writing by the Contract Administrator.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Falling and yarding will not be permitted on weekends or State recognized holidays.

- b. Logs dead for more than 5 years yarded to the landing shall be returned to their original locations.
- c. Equipment limitation zones are required within 30 feet of Type 5 streams.
- d. Crossings of Type 5 streams may be allowed at locations approved in writing by the Contract Administrator. Purchaser shall place a culvert or log puncheon at crossing locations (when water is present) to protect the stream bank and prevent sedimentation. All materials placed in and/or over the stream at these crossings shall be removed immediately upon completion of yarding on that skid trail.
- e. Any and all operations associated with this sale may be temporarily suspended when, in the opinion of the Contract Administrator, there is the potential for delivery to typed water.
- f. No equipment shall operate, or trees felled or damaged, outside the timber sale boundary.
- g. Notify all employees and contractors working on this sale that any danger tree marked or unmarked may be felled. Any marked danger tree will be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
- h. Take measures throughout operations to control soil erosion, water channelization, and prevent sediment delivery to streams or wetlands. Methods may include construction of water bars, "sweeping" with logs, silt traps, or other measures on skid trails, yarding corridors and haul roads.
- i. To facilitate proper reforestation in areas of high slash concentration, Purchaser shall, in concurrence with ground based yarding, clear plantable spots at 11.5 by 11.5 foot spacing.

Permission to do otherwise must be granted in writing by the Contract Administrator.

#### H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Leave 2 down logs per acre. A log is defined as having a minimum diameter of 12 inches on the small end of the log and a minimum length of 20 feet or at least 100 board feet.
- b. Areas restricting operations due to protection of potentially unstable slopes are located within and outside the sale boundary.
- Locations inside the sale boundary are identified as Non-Tradeable Leave Trees marked with yellow Leave Tree Area tags as shown on the Timber Sale and Logging Plan Maps inside which no trees may be used as tailholds and no equipment may operate within, nor logs felled into or yarded through or over.

- Locations outside the sale boundary are identified as Tailhold Restriction Areas on the Logging Plan and Timber Sale Maps. Trees within these areas shall not be used as tailholds.

Permission to do otherwise must be granted in writing by the State.

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

Unless otherwise specified by this contract, the Contract Administrator shall identify damaged adjacent or leave trees that shall be paid for according to clause G-230.

H-230 Tops and Limbs Outside the Sale Boundary

Tops and limbs outside the sale boundary as a result of Purchaser's operation shall be removed concurrently with the yarding operation unless otherwise directed by the Contract Administrator.

H-250 Additional Falling Requirements

Within all harvest units, all hardwood stems more than 6 feet tall, shall be felled. Remaining stump shall be no more than 12 inches in height. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 5/1/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the B-5000 Adjacent/within Units #1 and #2, B-5200, C-4000, C-4700, C-4800, C-8000 Adjacent/within Unit #5, C-8900, C-8910, and C-8912 roads. All work shall be completed to the specifications detailed in the Road Plan.

C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on all other roads used not covered in clause C-050. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

C-090 Landing Location

Landings shall be built 50 feet off the B-5000, B-5200, C-4000, C-4700, C-4800, C-8000, and C-8010 road(s).

C-130 Dust Abatement

Purchaser shall abate dust on the B-Line from stations 638+35 to 647+00 per Contract Administrator discretion.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

The ERP must be presented for inspection at the prework meeting and kept readily available to all personnel, including subcontractors, on site during active operations.

S-010 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations under this agreement following the requirements of WAC 332-24-005 and WAC 332-24-405 and further agrees to use the highest degree of care to prevent uncontrolled fires from starting.

In the event of an uncontrolled fire, Purchaser agrees to provide equipment and personnel working at the site to safely and effectively engage in first response fire suppression activity.

Purchaser's failure to effectively engage in fire-safe operations is considered a breach and may result in suspension of operations.

S-030 Landing Debris Clean Up

Landing debris shall be disposed of in a manner approved in writing by the Contract Administrator.

S-050 Cessation of Operations for Low Humidity

When the humidity is 30 percent or lower on the sale area, all operations must cease unless authority to continue is granted by the State in writing.

S-060 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the State and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-100 Stream Cleanout

Slash or debris which enters Type 5 streams as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

S-120 Stream Protection

No timber shall be felled into, across, or yarded through Type 3 or Type 4 streams.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup, and waste disposal.

Purchaser shall be responsible for restoring the site in the event of a spill or other releases of hazardous material/waste during operations conducted under this contract.

b. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air or land).

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Purchaser is responsible for immediately notifying all the following:

- Department of Emergency Management at 1-800-258-5990
- National Response Center at 1-800-424-8802
- Appropriate Department of Ecology (ECY) at 1-800-645-7911
- DNR Contract Administrator

S-131 Refuse Disposal

As required by RCW 70.93, All Purchaser generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

The following clauses provide for payments by Purchaser to the State for breaches of the terms of this contract other than failure to perform. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State, which will be 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.

Clause P-020 governs Purchaser's liability in the event Purchaser fails to perform any of the contract requirements other than the below liquidated damage clauses without written approval by the State. Purchaser's failure to pay for all or part of the forest products sold in this contract prior to expiration of the contract term results in substantial injury to the State. Therefore, Purchaser agrees to pay the State the full lump sum contract price in P-020 in the event of failure to perform.

D-041 Reserve Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-013, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees



result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Purchaser agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in all units.

**SIGNATURES**

This agreement may be executed in any number of counterparts (including by electronic mail in portable document format (.pdf), or by facsimile) each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same Agreement binding on all parties.

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Don Melton, Acting

\_\_\_\_\_  
Print Name

South Puget Sound Region Manager

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

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

Address:

CORPORATE ACKNOWLEDGEMENT  
(Required for both LLC and Inc. Entities)

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

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

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

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

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

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

\_\_\_\_\_

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

**Schedule A**  
**Recreation Trail Clean Out and Repair**

This schedule applies to portions of Divide Trail North located within Unit #5.

Prior to operations beginning in the harvest unit, Purchaser is responsible for closing trails with orange construction barricade netting and posting trail closure signs approved by the Contract Administrator (CA), at locations identified by the CA. Purchaser is responsible for giving five (5) calendar days notice before closing the trail. Closure signs will be maintained by the Purchaser during the sale and will be removed after approval of the trail cleaning following harvest.

Purchaser is responsible for locating and marking the recreation trail within the sale boundary on the ground prior to harvest as approved by the CA.

- If needed upon completion of harvest activities, Purchaser shall locate the original recreation trail with pink fluorescent flagging. The CA will then approve the trail location in writing and repair/clean out can begin.

Recreation trail repair/clean out shall occur within 2 weeks of completion of harvest activity within 200 feet of the trail and shall consist of the following:

- Remove all logging debris from the recreation trail and the area on each side of the trail within 5 feet of the travel path.
- Trail will be repaired where holes or ruts resulted due to logging damage. The trail will be returned to its original width on mineral soils and free of organic debris.
- Existing drainage control measures shall be returned to pre-harvest condition.
- Any Geoweb structures damaged during the logging operation will be replaced or repaired to pre-harvest condition.

All work described above shall be done as determined by the CA. The logging release for the unit will not be issued until repair and clean out is completed and approved in writing by the CA.



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

### FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** South Puget Sound

**Timber Sale Name:** Marshmallow

**Application Number:** 30- 103589

#### EXCISE TAX APPLICABLE ACTIVITIES

**Construction:** 0 linear feet  
*Road to be constructed (optional and required) but not abandoned*

**Reconstruction:** 0 linear feet  
*Road to be reconstructed (optional and required) but not abandoned*

**Abandonment:** 720 linear feet  
*Abandonment of existing roads not reconstructed under the contract*

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

**Pre-Haul Maintenance:** 96,460 linear feet  
*Existing road to receive maintenance work (optional and required) prior to haul*

#### EXCISE TAX EXEMPT ACTIVITIES

**Temporary Construction:** 0 linear feet  
*Roads to be constructed (optional and required) and then abandoned*

0 linear feet  
**Temporary Reconstruction:**  
*Roads to be reconstructed (optional and required) and then abandoned*

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 9/18)

# PRE-CRUISE NARRATIVE

Sale Name: <b>Marshmallow</b>	Region: <b>South Puget Sound</b>
Agreement #: <b>30-103589</b>	District: <b>Black Hills</b>
Contact Forester: <b>Kyle Dobbs</b>	Phone/ Location: <b>(360) 801-9862</b> Ext: /
Alternate Contact:	Phone/ Location: ( )- - Ext: /

Type of Sale (lump sum, mbf scale, tonnage scale or contract harvest): Lump Sum
Required or Optional removal of utility as pulp ( <i>for scale sales only</i> ):
Evaluated for RFRS Implementation?: Yes
Percentage cable-uphill:
Percentage cable-downhill: 68%
Percentage ground based: 32%
Species Onsite: <input checked="" type="checkbox"/> RC, <input checked="" type="checkbox"/> DF, <input checked="" type="checkbox"/> WH, <input checked="" type="checkbox"/> RA, <input type="checkbox"/> BC, <input checked="" type="checkbox"/> BLM, <input type="checkbox"/> NF, <input type="checkbox"/> SF, <input type="checkbox"/> SS, <input type="checkbox"/> Other:(Please List)

## UNIT ACREAGES\* AND METHOD OF DETERMINATION:

Unit #	Harvest R/W or RMZ WMZ	Legal Description Sec/Twp/Rng	Grant	Gross Traversed Acres	Deductions from Gross Acres (No harvest acres)			Net Harvest Acres	Acreage Determination  (List method, dimensions and error of closure if applicable)
					RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres		
1		Sec 25,26,35,36 / T 18 N/ R 04 W		59.9		1.5	1.9	56.5	Garmin GPS, B-5200 1650x50
2		Sec 25,36 / T 18 N/ R 04 W		60.2		1.5	2.6	56.1	Garmin GPS, B-5000 2258x50
3		Sec 36 / T 18 N/ R 04 W		62.2		1.3	0	60.9	Garmin GPS
4		Sec 31,36 / T 18 N/ R 03,04 W		13.4		0.5	0	12.9	Garmin GPS
5		Sec 31 / T 18 N/ R 03 W		62.5		4	3.7	54.8	Garmin GPS, C-8000, C-8910, C-8912 3236x50
<b>TOTAL ACRES</b>				258.2		8.8	8.2	241.2	

## HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Mark leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.) *For all marked thinnings, include a tree count by species.
1	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging and B-5000 and B-5200 roads. Clumped leave trees are marked with "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre

2	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging and B-5000, B-5200 and C-4800 roads. Clumped leave trees are marked with "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre
3	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging and C-4000 Rd. Clumped leave trees are marked with "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre
4	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging and C-4000 Rd. Clumped leave trees are marked with "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre
5	Variable Retention Harvest: Boundaries are marked with white "Timber Sale Boundary" tags and pink flagging and C-4700, C-8000, C-8900, C-8910 and C-8912 roads. Clumped leave trees are marked with "Leave Tree Area" tags and pink flagging.		8 Leave Trees per acre

**OTHER PRE-CRUISE INFORMATION:**

Unit #	Estimated Volume	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	See Cruise		
2	See Cruise		
3	See Cruise		
4	See Cruise		
5	See Cruise		

**REMARKS:**

In all units there are trees banded with Blue or Yellow paint from previous thinning, these shall be disregarded.
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Prepared By: Kyle Dobbs Date: 3/24/2023	Title: NRS-1	CC: Sam Lake
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*Revised 2/23/2007 (PSLD), Revised 1/22/20 (SPS)*

## Timber Sale Cruise Report Marshmallow

**Sale Name:** MARSHMALLOW

**Sale Type:** LUMP SUM

**Region:** SO PUGET

**District:** BLACK HILLS

**Lead Cruiser:** Aaron Coleman

**Other Cruisers:** Phil Kirner, Mike Sly

**Cruise Narrative:**

This sale consists of 5 variable retention harvest (VRH) units located off the B-5000, C-4000 & the C-8000 roads in the Capitol State Forest. No keys were need for access and all roads are in good condition.

The primary species for this sale is as follows:

Douglas-fir (56%) with an average diameter of 19 inches.

Western hemlock (39%) with an average diameter of 17 inches.

Red alder (3%) with an average diameter of 14 inches.

All units contain trees with blue and/or yellow bands from a previous thinning; these trees were cruised through equally with the rest of the stand. Edge effects have created brushy areas. This is a "mixed bag" DF/WH cohort along mostly mainline roads. This is a mix of shovel and cable ground. Unit 1 is well suited for steep slope/tethered logging given the B-5200 road at the bottom of the unit.

Most commonly observed defect was broken/forked tops, spike knots, sweep, and mechanical damage from previous harvest activity.

\*\* NET acres were used as cruise acres. Plots that fell within or next to leave tree clumps and roads were NOT sampled. \*\*

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	19.3	9.0		6,032	17	4,058	1,494	449	14
WH	17.7			4,215		2,446	1,460	305	4
RA	14.8			339		42	60	234	2
RC	19.9			43			39	5	
NF	20.7			21		17	1	2	
GF	15.6			9			6	3	
ALL	17.9	9.0		10,658	17	6,563	3,061	998	21

### Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	43,782	115	27,146	12,543	3,915	63
WH	37,227		19,955	13,838	3,379	55

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
RA	3,476		385	549	2,516	27
RC	431			376	55	
NF	164		123	17	24	
GF	92			45	47	
ALL	85,171	115	47,609	27,368	9,935	145

### Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
293.8	2.9	150.3	1.5	44,189	3.3

### Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
MARSHMALLOW U1	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	56.5	59.9	42	25	0
MARSHMALLOW U2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	56.1	60.2	40	17	0
MARSHMALLOW U3	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	60.9	62.2	42	21	0
MARSHMALLOW U4	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	12.9	13.4	10	5	0
MARSHMALLOW U5	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	54.8	62.5	38	18	1
All		241.2	258.2	172	86	1

### Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	17.0	36	10,535	9,882	6.2	16,018.5	2,383.6
DF	LIVE	2 SAW	HQ-A	21.1	33	508	508	0.0	660.2	122.6
DF	LIVE	2 SAW	HQ-B	14.8	38	6,501	6,371	2.0	10,352.5	1,536.7
DF	LIVE	2 SAW	Pole	12.2	34	61	61	0.0	114.8	14.6
DF	LIVE	3 SAW	Domestic	8.7	36	3,548	3,448	2.8	7,292.3	831.7
DF	LIVE	3 SAW	HQ-B	9.8	38	2,771	2,747	0.8	5,251.2	662.7
DF	LIVE	4 SAW	Domestic	5.6	29	1,874	1,862	0.6	3,914.6	449.1
DF	LIVE	CULL	Cull	15.9	9	270	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	17.9	34	68	68	0.0	114.8	16.5



Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	UTILITY	Pulp	11.0	13	59	59	0.0	62.9	14.2
GF	LIVE	3 SAW	Domestic	11.7	32	25	25	0.0	45.1	6.0
GF	LIVE	4 SAW	Domestic	5.7	26	13	13	3.9	46.8	3.0
NF	LIVE	2 SAW	Domestic	13.5	40	72	72	0.0	122.9	17.4
NF	LIVE	3 SAW	Domestic	8.0	31	5	5	0.0	17.3	1.3
NF	LIVE	4 SAW	Domestic	5.9	38	7	7	0.0	23.5	1.8
RA	LIVE	2 SAW	Domestic	13.0	33	181	173	4.6	384.5	41.7
RA	LIVE	3 SAW	Domestic	10.9	31	256	251	2.2	548.7	60.5
RA	LIVE	4 SAW	Domestic	7.0	29	1,011	971	3.9	2,516.0	234.3
RA	LIVE	CULL	Cull	8.8	12	33	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	5.6	25	9	9	0.0	26.6	2.2
RC	LIVE	3 SAW	Domestic	10.2	36	167	160	4.7	375.6	38.5
RC	LIVE	4 SAW	Domestic	6.2	21	20	20	1.8	55.0	4.8
WH	LIVE	2 SAW	Domestic	15.0	37	10,939	10,140	7.3	19,955.2	2,445.8
WH	LIVE	3 SAW	Domestic	9.1	37	6,210	6,054	2.5	13,838.1	1,460.3
WH	LIVE	4 SAW	Domestic	5.9	27	1,293	1,265	2.2	3,379.0	305.1
WH	LIVE	CULL	Cull	12.4	9	66	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	7.9	36	17	17	0.0	55.1	4.1

### Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	5.7	12	4	0.0	6.7	1.0
DF	5 - 7	LIVE	Domestic	5.8	32	2,663	1.5	5,762.8	642.4
DF	8 - 11	LIVE	Cull	9.0	10	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.5	35	2,628	2.7	5,407.8	633.8
DF	8 - 11	LIVE	HQ-B	9.7	38	2,747	0.8	5,251.2	662.7
DF	12 - 15	LIVE	Pole	12.2	34	61	0.0	114.8	14.6
DF	12 - 15	LIVE	HQ-B	13.5	39	3,692	2.1	6,515.3	890.4
DF	12 - 15	LIVE	Domestic	13.7	36	2,710	4.0	4,894.7	653.6
DF	12 - 15	LIVE	Cull	13.9	10	0	100.0	0.0	0.0
DF	16 - 19	LIVE	Cull	16.8	7	0	100.0	0.0	0.0
DF	16 - 19	LIVE	HQ-A	17.3	33	212	0.0	327.1	51.1
DF	16 - 19	LIVE	HQ-B	17.6	36	2,137	2.0	3,124.7	515.6
DF	16 - 19	LIVE	Domestic	17.8	36	3,262	6.4	5,338.9	786.7
DF	20+	LIVE	HQ-B	21.5	40	542	1.0	712.4	130.7
DF	20+	LIVE	Cull	21.6	13	0	100.0	0.0	0.0
DF	20+	LIVE	Domestic	23.2	35	3,930	7.4	5,821.2	947.9

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	20+	LIVE	HQ-A	25.9	33	365	0.0	448.0	88.0
DF	20+	LIVE	Pulp	27.4	16	55	0.0	56.2	13.2
GF	5 - 7	LIVE	Domestic	5.7	26	13	3.9	46.8	3.0
GF	8 - 11	LIVE	Domestic	11.7	32	25	0.0	45.1	6.0
NF	5 - 7	LIVE	Domestic	5.9	38	7	0.0	23.5	1.8
NF	8 - 11	LIVE	Domestic	8.0	31	5	0.0	17.3	1.3
NF	12 - 15	LIVE	Domestic	12.1	40	35	0.0	61.9	8.5
NF	16 - 19	LIVE	Domestic	16.1	40	37	0.0	61.0	9.0
RA	5 - 7	LIVE	Cull	5.0	10	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Pulp	5.6	25	9	0.0	26.6	2.2
RA	5 - 7	LIVE	Domestic	6.2	28	584	3.0	1,545.5	140.9
RA	8 - 11	LIVE	Domestic	9.6	30	638	4.1	1,519.2	153.9
RA	12 - 15	LIVE	Domestic	13.0	33	173	4.6	384.5	41.7
RA	12 - 15	LIVE	Cull	14.2	14	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	5.9	29	28	1.2	100.0	6.8
RC	8 - 11	LIVE	Domestic	9.1	36	65	0.0	139.7	15.7
RC	12 - 15	LIVE	Domestic	13.7	34	37	9.2	90.3	9.0
RC	16 - 19	LIVE	Domestic	18.1	36	49	7.8	100.7	11.8
WH	5 - 7	LIVE	Domestic	6.1	31	2,287	2.3	6,162.6	551.5
WH	5 - 7	LIVE	Cull	7.1	9	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Pulp	7.9	36	17	0.0	55.1	4.1
WH	8 - 11	LIVE	Cull	9.0	22	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	10.0	36	4,953	2.6	10,903.6	1,194.7
WH	12 - 15	LIVE	Domestic	13.5	37	5,540	5.5	11,271.0	1,336.3
WH	16 - 19	LIVE	Cull	17.2	7	0	100.0	0.0	0.0
WH	16 - 19	LIVE	Domestic	17.6	36	3,923	7.4	7,383.3	946.2
WH	20+	LIVE	Domestic	21.6	36	757	17.8	1,451.9	182.5

## Cruise Unit Report MARSHMALLOW U1

### Unit Sale Notice Volume (MBF): MARSHMALLOW U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	20.7			1,169	898	198	60	13
WH	17.2			1,034	694	234	102	4
RA	14.7			251	15	53	183	
GF	15.6			9		6	3	
RC	23.4			6		6	0	
ALL	17.0			2,469	1,607	496	348	17

### Unit Cruise Design: MARSHMALLOW U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	56.5	59.9	42	25	0

### Unit Cruise Summary: MARSHMALLOW U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	44	91	2.2	0
WH	60	114	2.7	0
RA	48	48	1.1	0
GF	2	2	0.0	0
RC	2	2	0.0	0
ALL	156	257	6.1	0

### Unit Cruise Statistics: MARSHMALLOW U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	118.0	93.9	14.5	175.4	39.5	6.0	20,693	101.9	15.7
WH	147.8	79.8	12.3	123.8	40.2	5.2	18,297	89.4	13.4
RA	62.2	150.4	23.2	71.3	29.9	4.3	4,435	153.4	23.6
GF	2.6	452.6	69.8	61.5	68.2	48.2	159	457.7	84.9
RC	2.6	452.6	69.8	42.5	50.7	35.9	110	455.5	78.5
ALL	333.1	41.3	6.4	131.2	49.2	3.9	43,694	64.3	7.5

**Unit Summary: MARSHMALLOW U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	44	ALL	20.7	69	87	21,477	20,693	3.6	50.5	118.0	25.9	1,169.2
GF	LIVE	CUT	2	ALL	15.6	40	50	162	159	1.4	2.0	2.6	0.7	9.0
RA	LIVE	CUT	48	ALL	14.7	46	62	4,719	4,435	6.0	52.8	62.2	16.2	250.6
RC	LIVE	CUT	2	ALL	23.4	48	56	116	110	5.2	0.9	2.6	0.5	6.2
WH	LIVE	CUT	60	ALL	17.2	57	74	19,055	18,297	4.0	91.6	147.8	35.6	1,033.8
ALL	LIVE	CUT	156	ALL	17.6	57	74	45,529	43,694	4.0	197.8	333.1	79.0	2,468.7
ALL	ALL	ALL	156	ALL	17.6	57	74	45,529	43,694	4.0	197.8	333.1	79.0	2,468.7

## Cruise Unit Report MARSHMALLOW U2

### Unit Sale Notice Volume (MBF): MARSHMALLOW U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
DF	17.2			1,079	639	314	127	
WH	18.2			939	432	432	75	
RA	14.1			28	5		21	2
NF	20.7			21	17	1	2	
RC	31.0			6		6		
ALL	17.5			2,072	1,092	753	225	2

### Unit Cruise Design: MARSHMALLOW U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	56.1	60.2	40	17	0

### Unit Cruise Summary: MARSHMALLOW U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	36	101	2.5	0
WH	37	91	2.3	0
RA	5	5	0.1	0
NF	2	2	0.1	0
RC	1	1	0.0	0
ALL	81	200	5.0	0

### Unit Cruise Statistics: MARSHMALLOW U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	137.5	67.1	10.6	139.9	30.4	5.1	19,234	73.7	11.8
WH	123.9	80.2	12.7	135.1	28.8	4.7	16,733	85.2	13.5
RA	6.8	450.6	71.3	73.3	31.8	14.2	499	451.8	72.7
NF	2.7	441.4	69.8	134.1	0.0	0.0	365	441.4	69.8
RC	1.4	632.5	100.0	81.1	0.0	0.0	110	632.5	100.0
ALL	272.2	39.2	6.2	135.7	31.1	3.5	36,940	50.0	7.1

**Unit Summary: MARSHMALLOW U2**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	32	ALL	17.2	70	85	18,890	18,091	4.2	80.1	129.3	31.2	1,014.9
DF	LIVE	POLE	4	ALL	16.8	81	103	1,193	1,143	4.2	5.3	8.2	2.0	64.1
NF	LIVE	CUT	2	ALL	20.7	78	99	365	365	0.0	1.2	2.7	0.6	20.5
RA	LIVE	CUT	5	ALL	14.1	51	61	546	499	8.7	6.3	6.8	1.8	28.0
RC	LIVE	CUT	1	ALL	31.0	95	95	128	110	14.0	0.3	1.4	0.2	6.2
WH	LIVE	CUT	37	ALL	18.2	86	100	17,854	16,733	6.3	68.6	123.9	29.0	938.7
ALL	LIVE	CUT	77	ALL	17.6	77	91	37,783	35,798	5.3	156.5	264.0	62.9	2,008.3
ALL	LIVE	POLE	4	ALL	16.8	81	103	1,193	1,143	4.2	5.3	8.2	2.0	64.1
ALL	ALL	ALL	81	ALL	17.6	77	91	38,977	36,940	5.2	161.8	272.2	64.9	2,072.4

## Cruise Unit Report MARSHMALLOW U3

### Unit Sale Notice Volume (MBF): MARSHMALLOW U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	20.7			1,791	1,334	391	67
WH	17.6			1,694	985	623	86
RA	15.8			60	22	8	31
RC	16.0			13		12	1
ALL	18.6			3,558	2,341	1,033	184

### Unit Cruise Design: MARSHMALLOW U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	60.9	62.2	42	21	0

### Unit Cruise Summary: MARSHMALLOW U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	57	118	2.8	0
WH	56	122	2.9	0
RA	8	8	0.2	0
RC	2	2	0.0	0
ALL	123	250	6.0	0

### Unit Cruise Statistics: MARSHMALLOW U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	153.0	56.3	8.7	192.2	26.0	3.4	29,405	62.0	9.3
WH	158.1	57.8	8.9	175.9	27.0	3.6	27,817	63.8	9.6
RA	10.4	467.3	72.1	95.3	32.6	11.5	988	468.4	73.0
RC	2.6	452.6	69.8	82.4	13.5	9.6	214	452.8	70.5
ALL	324.0	30.8	4.8	180.3	30.0	2.7	58,423	43.0	5.5

**Unit Summary: MARSHMALLOW U3**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	49	ALL	20.8	102	121	29,418	27,411	6.8	60.4	142.6	31.3	1,669.3
DF	LIVE	POLE	8	ALL	19.9	104	127	2,139	1,994	6.8	4.8	10.4	2.3	121.4
RA	LIVE	CUT	8	ALL	15.8	72	83	1,023	988	3.4	7.6	10.4	2.6	60.2
RC	LIVE	CUT	2	ALL	16.0	64	80	214	214	0.0	1.9	2.6	0.6	13.0
WH	LIVE	CUT	56	ALL	17.6	92	110	29,601	27,817	6.0	93.6	158.1	37.7	1,694.1
ALL	LIVE	POLE	8	ALL	19.9	104	127	2,139	1,994	6.8	4.8	10.4	2.3	121.4
ALL	LIVE	CUT	115	ALL	18.8	94	112	60,255	56,430	6.3	163.5	313.7	72.2	3,436.6
ALL	ALL	ALL	123	ALL	18.8	95	113	62,395	58,423	6.4	168.3	324.0	74.5	3,558.0



## Cruise Unit Report MARSHMALLOW U4

### Unit Sale Notice Volume (MBF): MARSHMALLOW U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	13.6			350	128	140	82
WH	16.4			140	66	54	19
RC	17.6			18		15	3
ALL	14.4			508	195	209	104

### Unit Cruise Design: MARSHMALLOW U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	12.9	13.4	10	5	0

### Unit Cruise Summary: MARSHMALLOW U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	20	39	3.9	0
WH	7	14	1.4	0
RC	3	3	0.3	0
ALL	30	56	5.6	0

### Unit Cruise Statistics: MARSHMALLOW U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	212.3	49.0	15.5	127.7	29.5	6.6	27,123	57.2	16.8
WH	76.2	96.4	30.5	142.2	17.0	6.4	10,841	97.9	31.2
RC	16.3	225.0	71.1	84.8	40.5	23.4	1,385	228.6	74.9
ALL	304.9	24.1	7.6	129.1	28.7	5.2	39,349	37.5	9.2

### Unit Summary: MARSHMALLOW U4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	20	ALL	13.6	83	87	28,465	27,123	4.7	210.5	212.3	57.6	349.9
RC	LIVE	CUT	3	ALL	17.6	61	65	1,435	1,385	3.5	9.7	16.3	3.9	17.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
WH	LIVE	CUT	7	ALL	16.4	84	96	11,254	10,841	3.7	52.0	76.2	18.8	139.8
ALL	LIVE	CUT	30	ALL	14.3	82	88	41,154	39,349	4.4	272.2	304.9	80.3	507.6
ALL	ALL	ALL	30	ALL	14.3	82	88	41,154	39,349	4.4	272.2	304.9	80.3	507.6

## Cruise Unit Report MARSHMALLOW U5

### Unit Sale Notice Volume (MBF): MARSHMALLOW U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	19.4	9.0		1,643	17	1,059	453	113	1
WH	18.7			409		268	118	23	
ALL	19.2	9.0		2,052	17	1,327	571	136	1

### Unit Cruise Design: MARSHMALLOW U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	54.8	62.5	38	18	1

### Unit Cruise Summary: MARSHMALLOW U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	68	134	3.5	1
WH	18	33	0.9	0
ALL	86	167	4.4	1

### Unit Cruise Statistics: MARSHMALLOW U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	192.0	49.7	8.1	156.2	24.0	2.9	29,977	55.2	8.6
WH	47.3	151.9	24.6	157.9	23.4	5.5	7,463	153.6	25.2
ALL	239.2	45.7	7.4	156.5	23.8	2.6	37,440	51.5	7.8

### Unit Summary: MARSHMALLOW U5

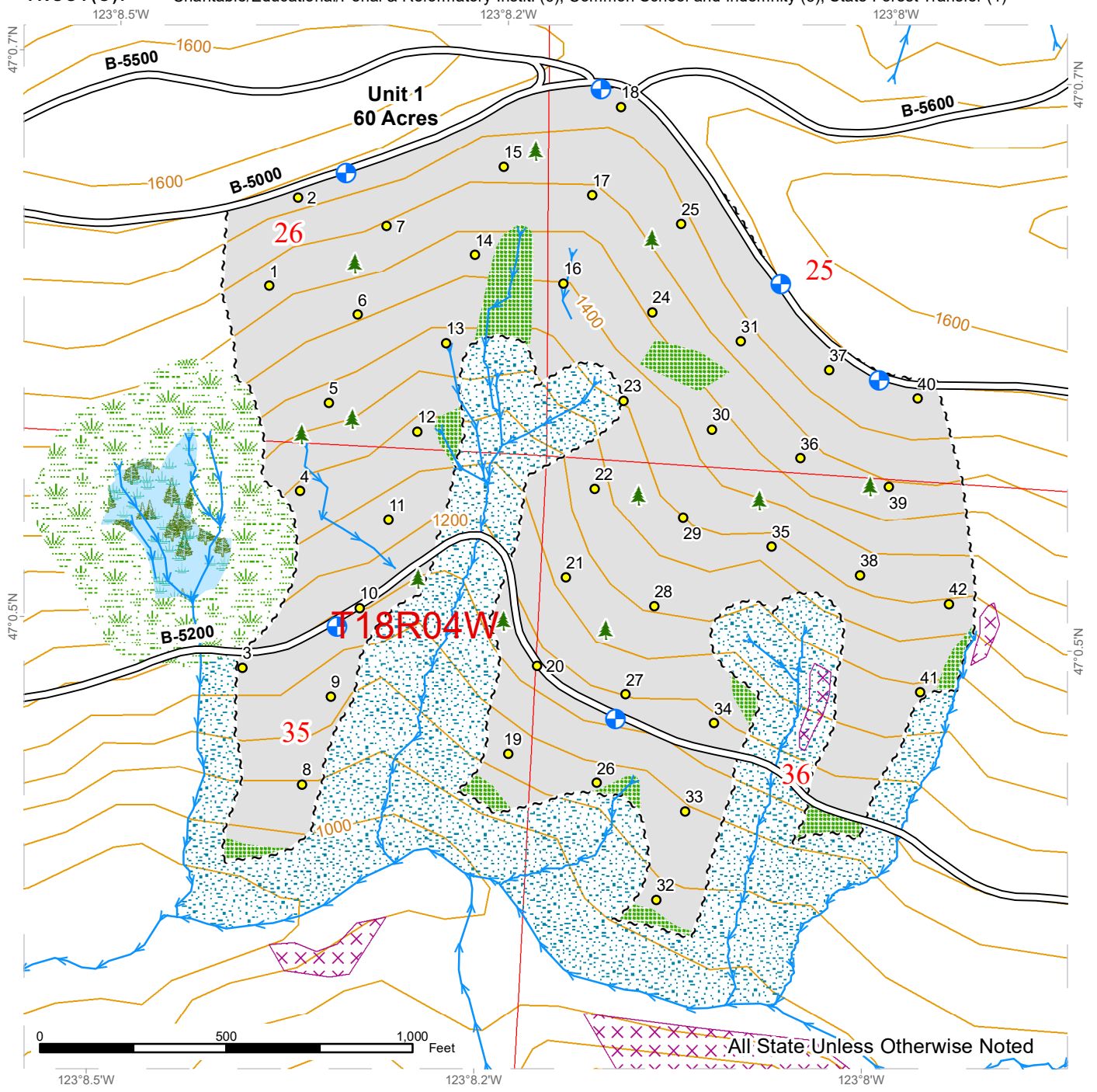
Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	63	ALL	19.5	91	111	29,673	28,858	2.7	89.1	184.8	41.9	1,581.4
DF	LIVE	POLE	5	ALL	18.4	90	115	1,150	1,119	2.7	3.9	7.2	1.7	61.3
WH	LIVE	CUT	18	ALL	18.7	85	105	8,069	7,463	7.5	24.8	47.3	10.9	409.0
ALL	LIVE	POLE	5	ALL	18.4	90	115	1,150	1,119	2.7	3.9	7.2	1.7	61.3
ALL	LIVE	CUT	81	ALL	19.3	90	110	37,743	36,321	3.8	113.9	232.1	52.8	1,990.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	86	ALL	19.3	90	110	38,893	37,440	3.7	117.8	239.2	54.5	2,051.7

# CRUISE MAP

SALE NAME: MARSHMALLOW  
 AGREEMENT#: None  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



~ ~ ~ Sale Boundary Tags	📍 Landing - Proposed
Variable Retention Harvest	🌲 Leave Tree Area <1/4-acre
Leave Tree Area	Contours 40-foot
Riparian Mgt Zone	Public Land Survey Townships
Forested Wetland	Public Land Survey Sections
Wetland Mgt Zone	
Tailhold Restriction Area	
Streams	
Existing Roads	

Prepared By: kdob490

Modification Date: acol490 4/7/2023

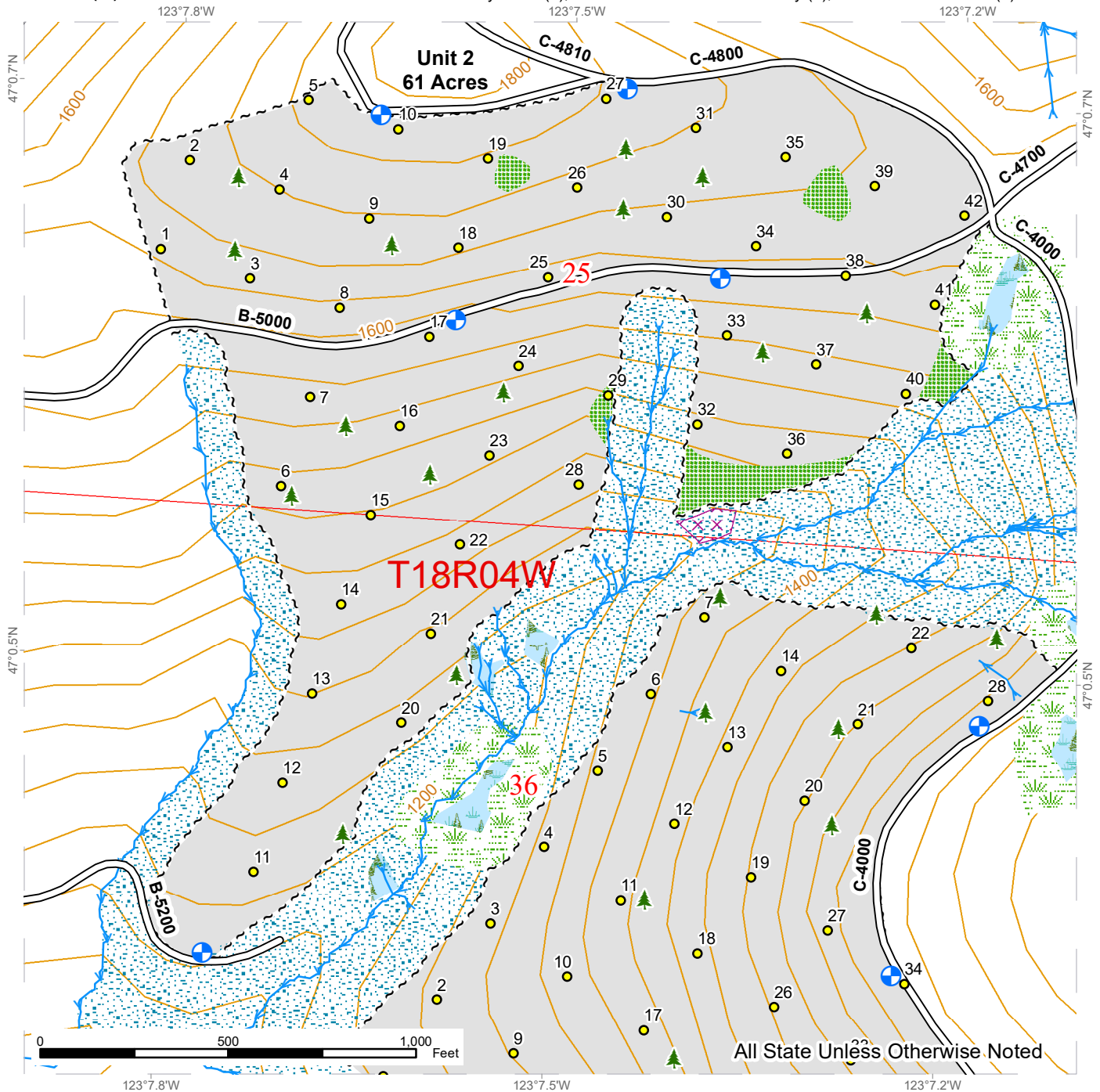


All State Unless Otherwise Noted

# CRUISE MAP

**SALE NAME:** MARSHMALLOW  
**AGREEMENT#:** None  
**TOWNSHIP(S):** T18R3W, T18R4W  
**TRUST(S):** Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 1000-2080



~ ~ ~ Sale Boundary Tags	📍 Landing - Proposed
Variable Retention Harvest	🌲 Leave Tree Area <1/4-acre
Leave Tree Area	— Contours 40-foot
Riparian Mgt Zone	📏 Public Land Survey Townships
Forested Wetland	📏 Public Land Survey Sections
Wetland Mgt Zone	
📏 Tailhold Restriction Area	
🌊 Streams	
🛣 Existing Roads	



# CRUISE MAP

**SALE NAME:** MARSHMALLOW

**AGREEMENT#:** None

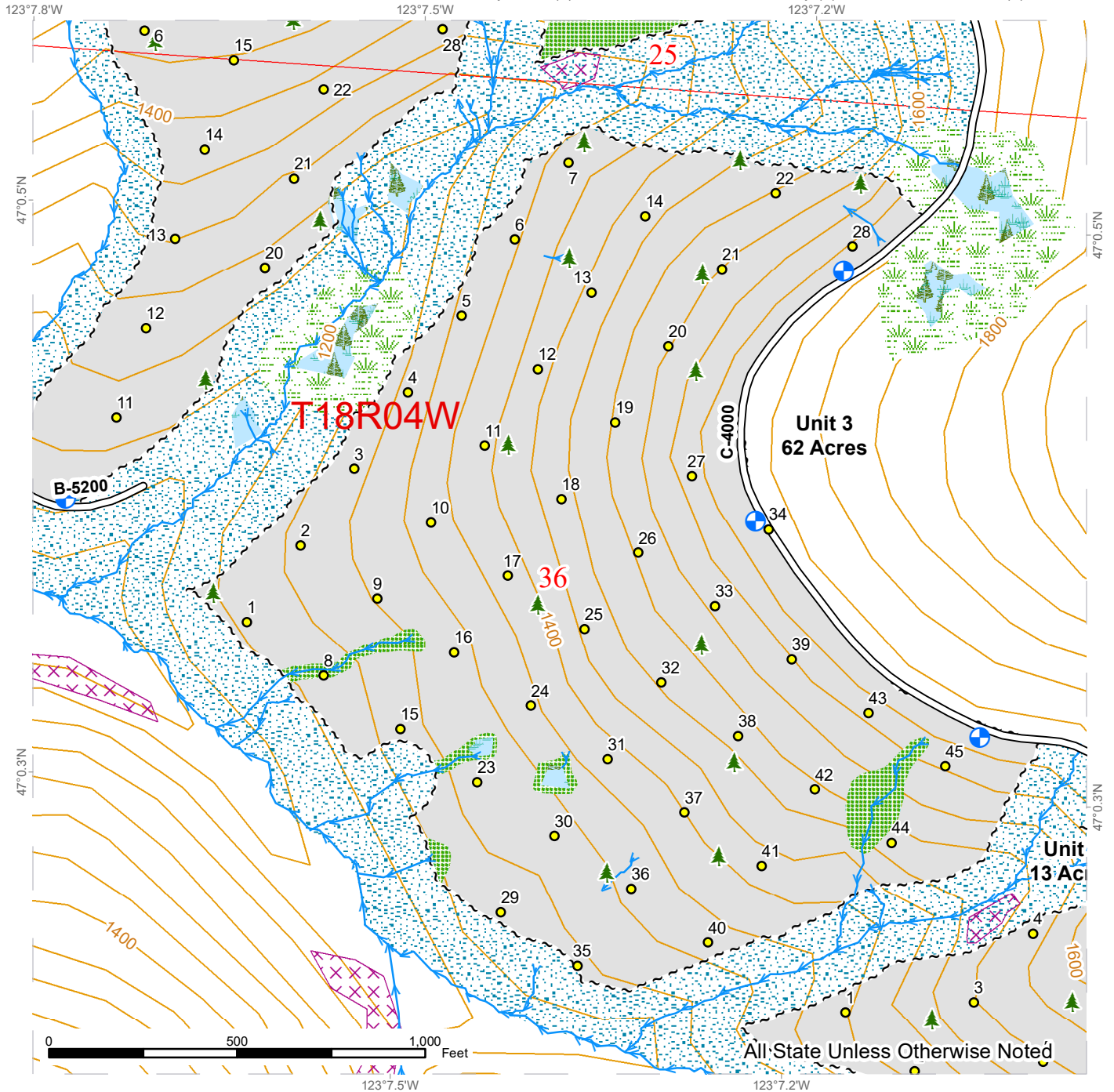
**TOWNSHIP(S):** T18R3W, T18R4W

**TRUST(S):** Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** South Puget Sound Region

**COUNTY(S):** Thurston

**ELEVATION RGE:** 1000-2080



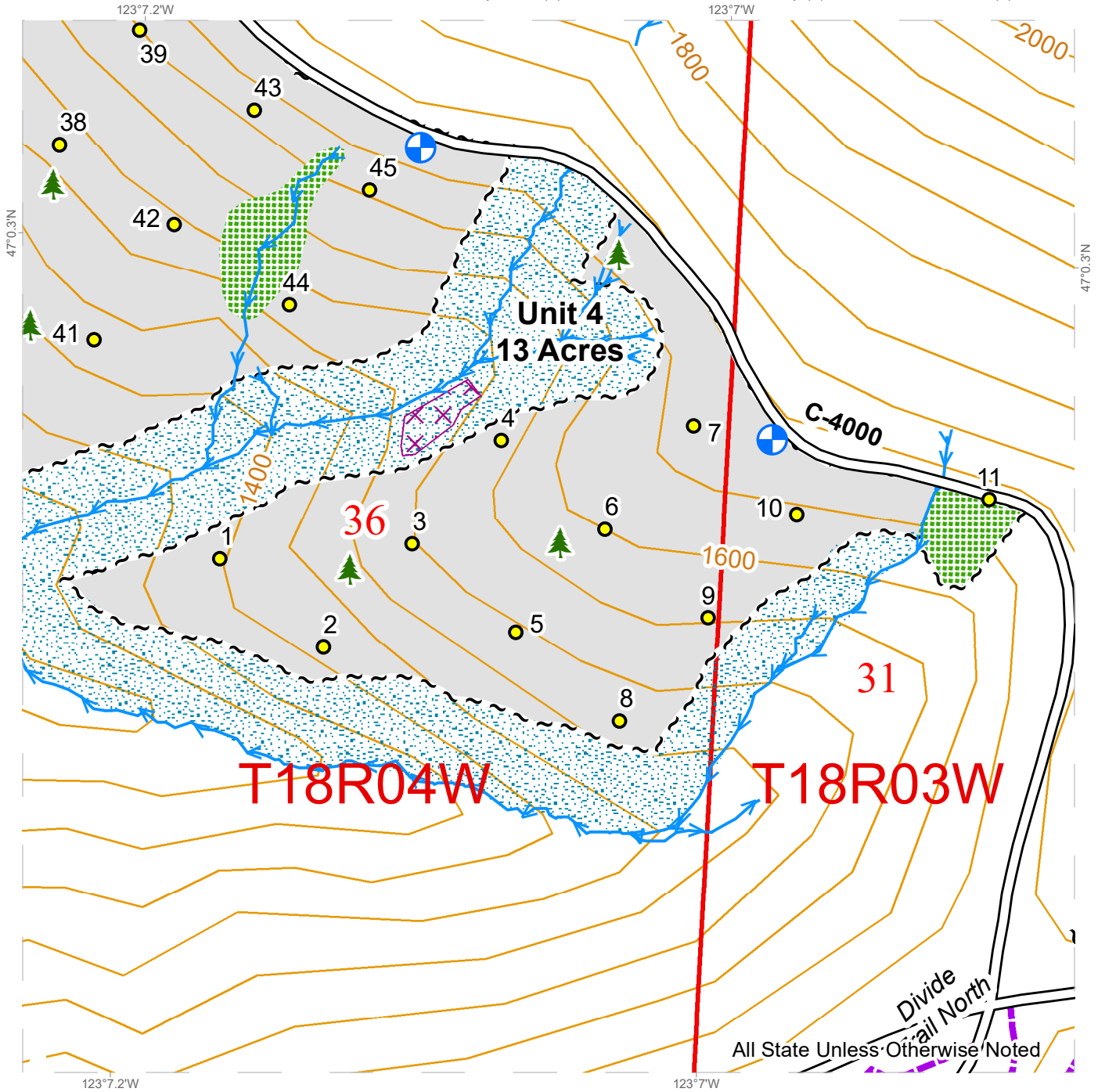
~ ~ ~	Sale Boundary Tags	⊕	Landing - Proposed
■	Variable Retention Harvest	🌲	Leave Tree Area <1/4-acre
■	Leave Tree Area	—	Contours 40-foot
■	Riparian Mgt Zone	▭	Public Land Survey Townships
■	Forested Wetland	▭	Public Land Survey Sections
■	Wetland Mgt Zone		
■	Tailhold Restriction Area		
—	Streams		
—	Existing Roads		



# CRUISE MAP

SALE NAME: MARSHMALLOW  
 AGREEMENT#: None  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



~ ~ ~ Sale Boundary Tags	Landing - Proposed	Motorized Trail
Variable Retention Harvest	Leave Tree Area <1/4-acre	Public Land Survey Townships
Leave Tree Area	Contours 40-foot	Public Land Survey Sections
Riparian Mgt Zone	Tailhold Restriction Area	
Streams		
Existing Roads		





# CRUISE MAP

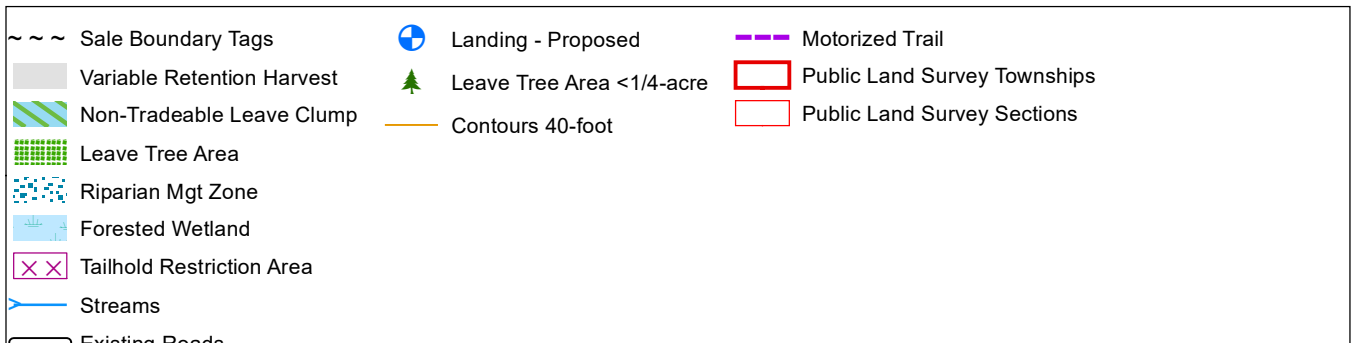
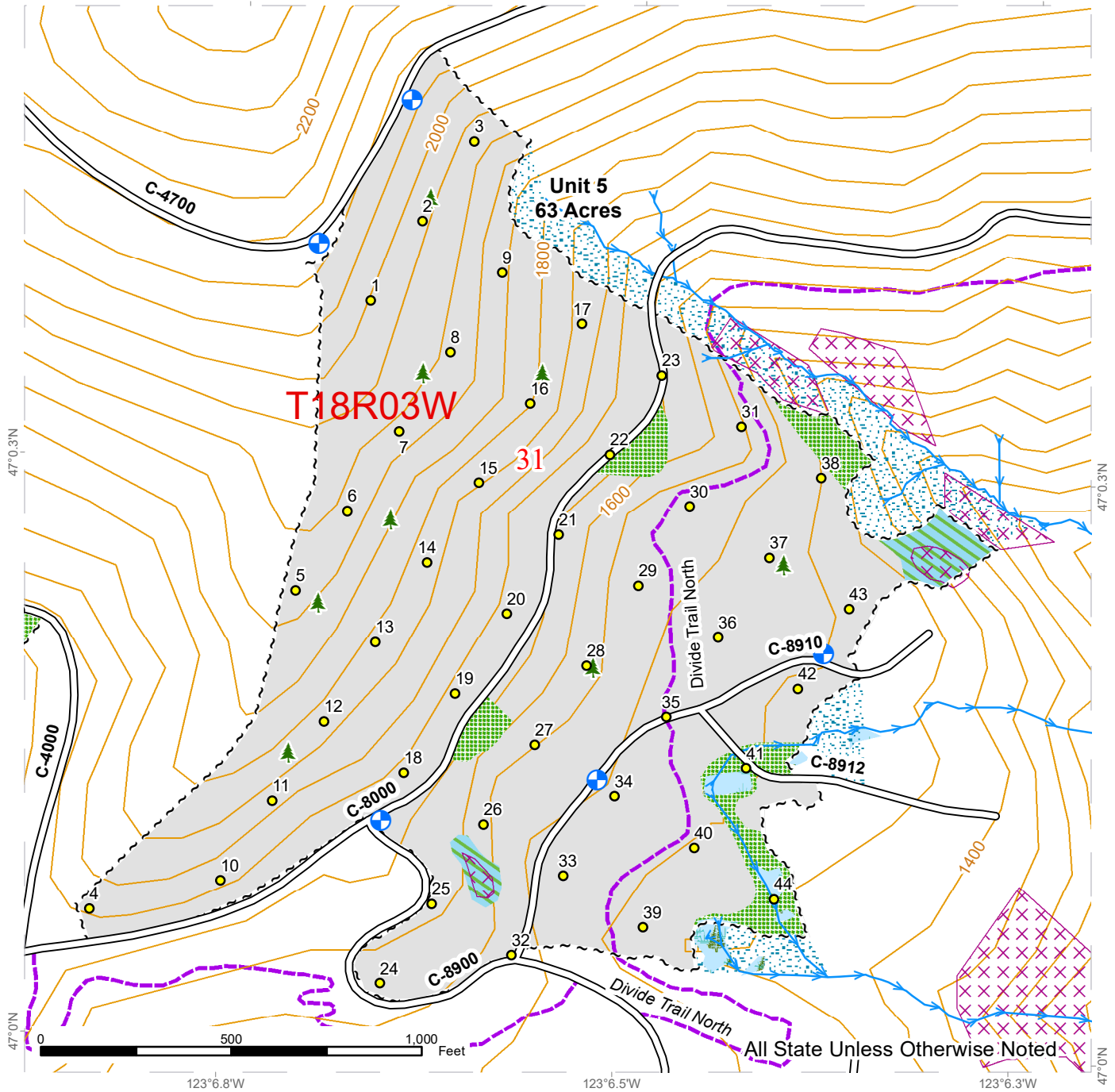
SALE NAME: MARSHMALLOW  
 AGREEMENT#: None  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080

123°6.8'W

123°6.5'W

123°6.3'W





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

FPA/N No: 2423575

Effective Date: 9/2/2023

Expiration Date: 9/2/2026

Shut Down Zone: 651 N

EARR Tax Credit:  Eligible  Non-eligible

Reference: **Marshmallow #30-103589**

**Decision**

- Notification Accepted      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.
- Withdrawn                    Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
- Closed                         All forest practices obligations are met.

**FPA/N Classification**

- Class II     Class III     Class IVG     Class IVS

**Number of Years Granted on Multi-Year Request**

- 4 years     5 years

**Conditions on Approval/Reasons for Disapproval**

Issued By: Matt Brady

Region: South Puget Sound Region

Title: Resource Protection Forester

Date: 9/2/2023

Copies to:             Landowner, Timber Owner and Operator

Issued in person:     LO  TO  OP    By: *mi Jensen*                      Date: 9/5/2023

*AFM  
9-5-23*

**Appeal Information**

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See [RCW 76.09.205](#). The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

**You must file your appeal at all three addresses below:**

<b>Pollution Control Hearings Board</b>	<b>Office of the Attorney General Natural Resources Division</b>	<b>Department Of Natural Resources South Puget Sound Region</b>
<u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504	<u>Physical Address</u> 950 Farman Ave N Enumclaw, WA 98022
<u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Mailing Address</u> 950 Farman Ave N Enumclaw, WA 98022

Information regarding the Pollution Control Hearings Board can be found at: <https://elaho.wa.gov/>

**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.

**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 <https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and>. Notify DNR of new Operators within 48 hours.

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

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

**DNR Declaration of Mailing**

I, **Meredith Dessens**, caused the Notice of Decision for FPA/N No. **2423575** to be placed in the United States mail at **Olympia, WA**, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

9/5/2023

(Date)

Enumclaw, WA

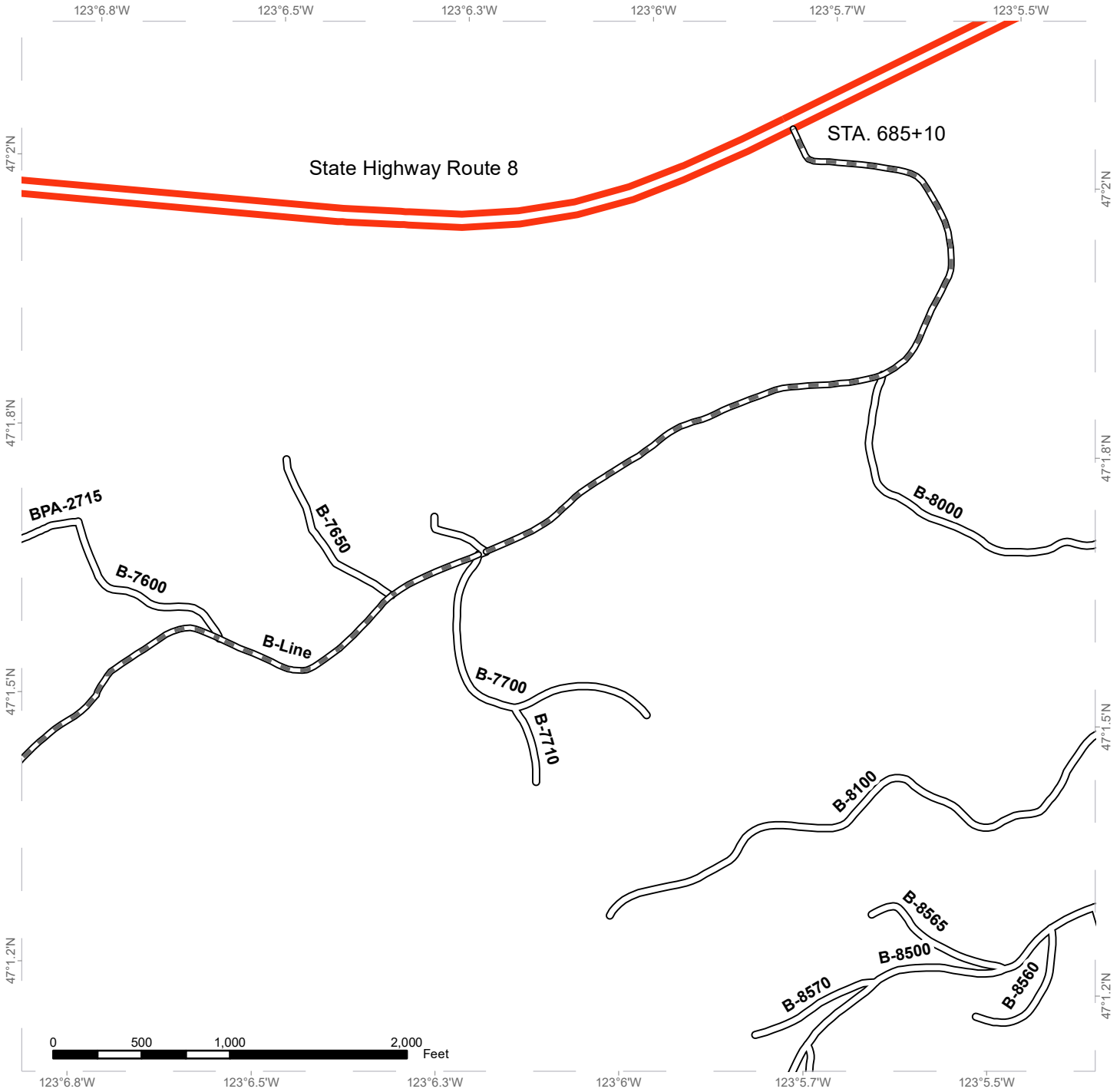
(City & State where signed)




\_\_\_\_\_  
(Signature)


# ROAD WORK MAP 1 of 10

**SALE NAME:** MARSHMALLOW  
**AGREEMENT#:** 30-103589  
**TOWNSHIP(S):** T18R3W, T18R4W  
**TRUST(S):** Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 1000-2080



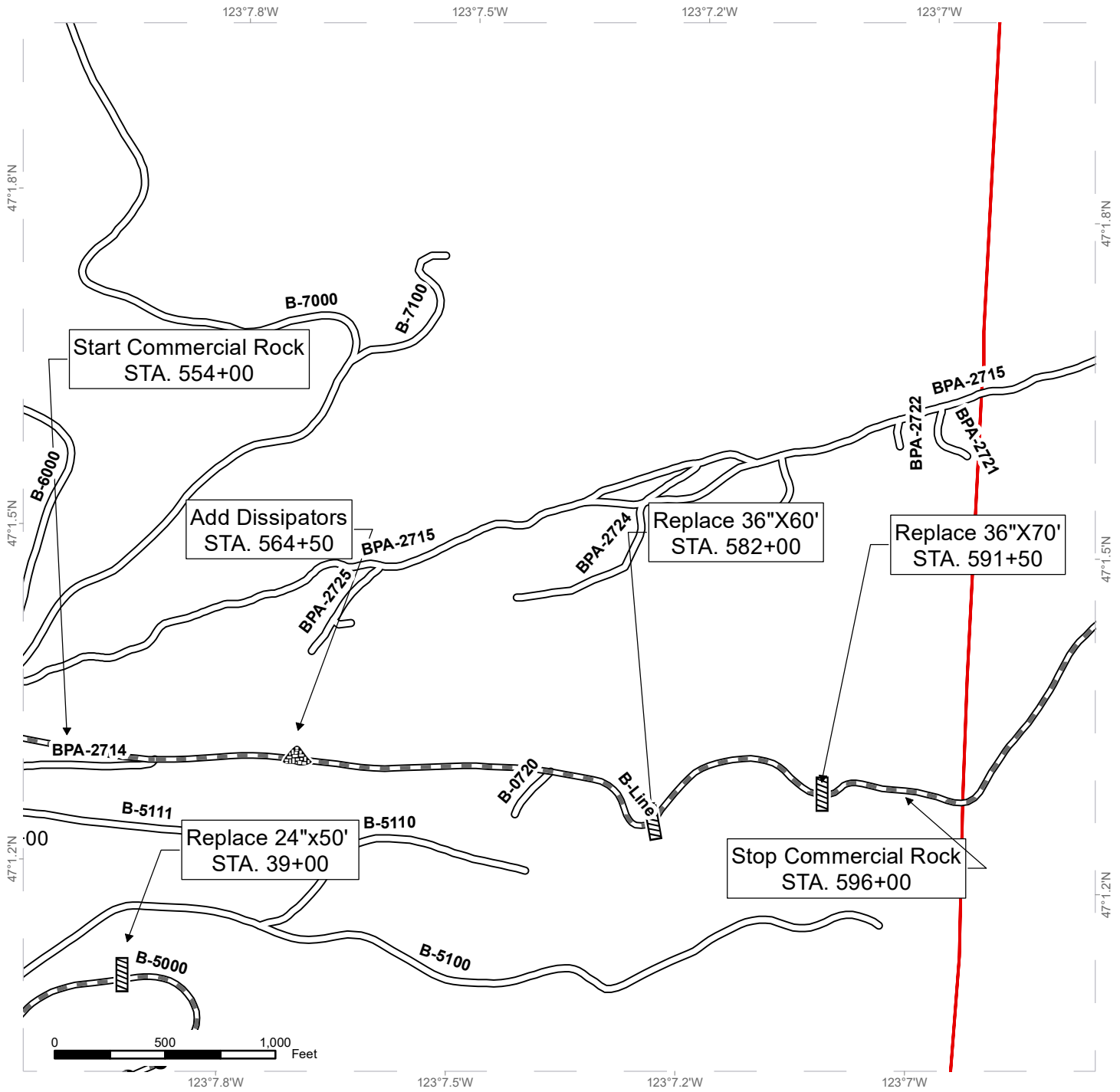
	Existing Roads
	Required Pre-Haul Maintenance
	Highway



# ROAD WORK MAP 2 of 10

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



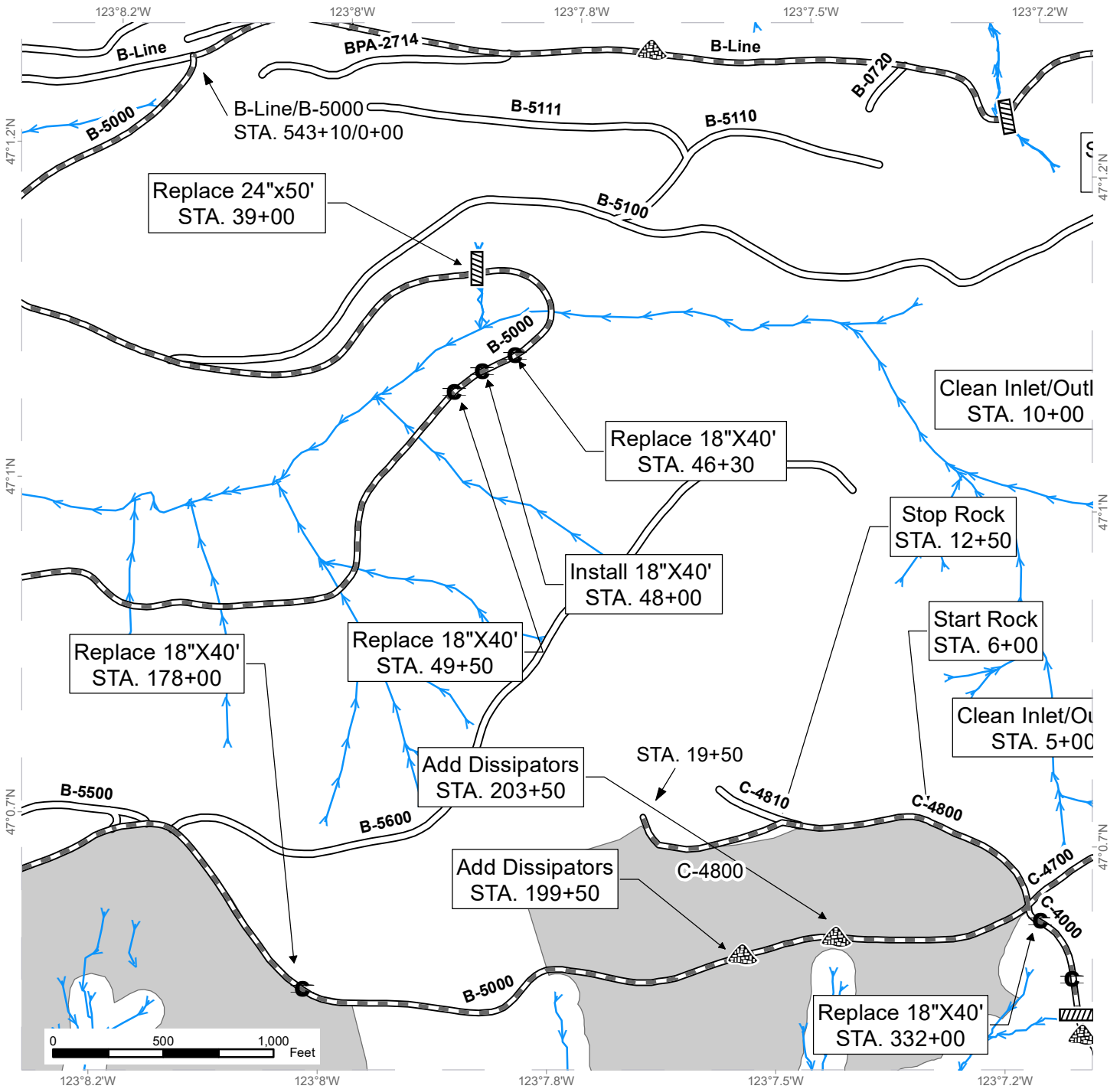
	Existing Roads		Dissipator
	Required Pre-Haul Maintenance		Stream Culvert
	Cross Drain		



# ROAD WORK MAP 3 of 10

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



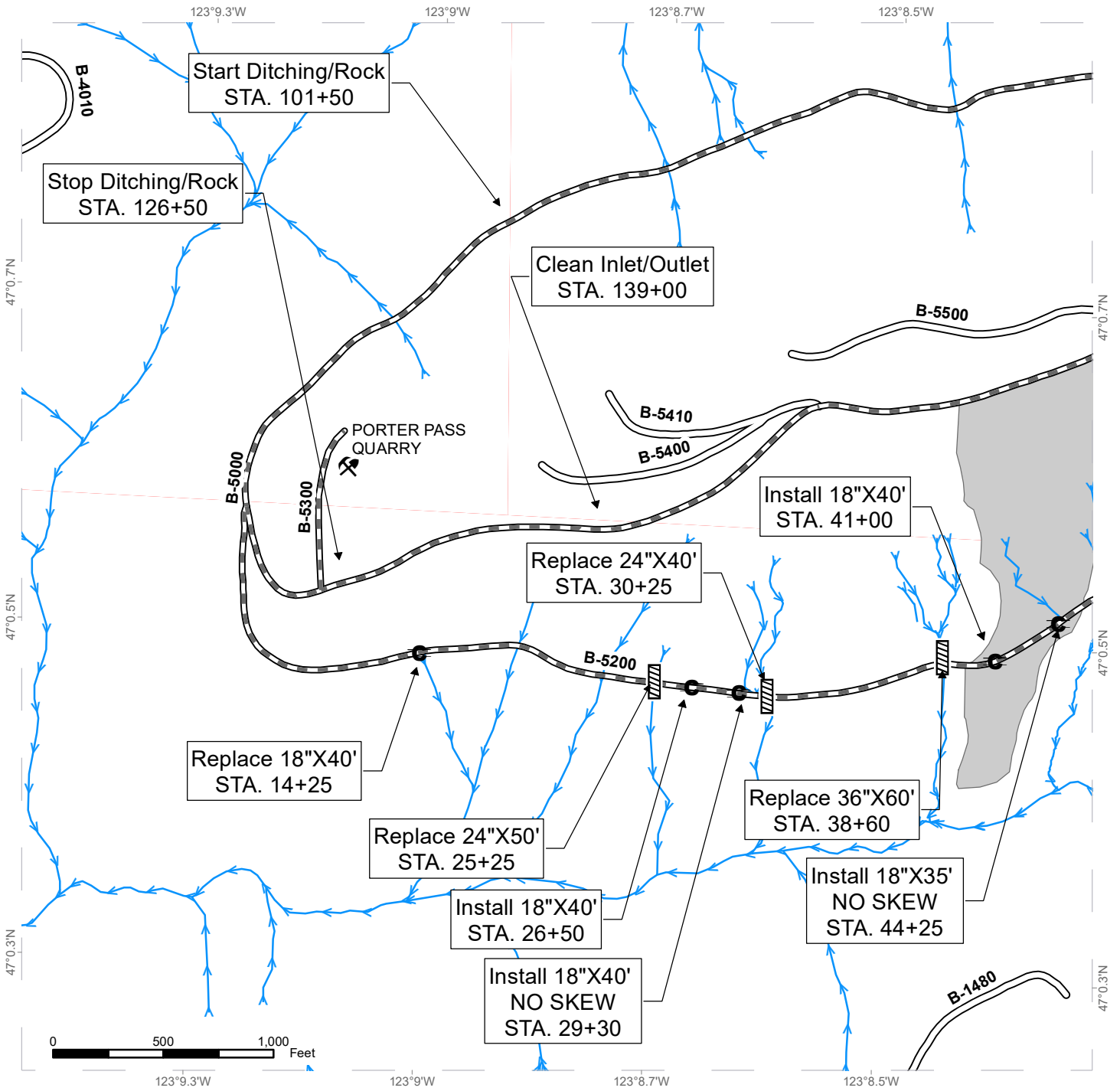
	Existing Roads		Dissipator
	Required Pre-Haul Maintenance		Stream Culvert
	Streams		Cross Drain
			Timber Sale Unit



# ROAD WORK MAP 4 of 10

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



Existing Roads	Cross Drain
Required Pre-Haul Maintenance	Rock Pit
Streams	Timber Sale Unit
Stream Culvert	



# ROAD WORK MAP 5 of 10

SALE NAME: MARSHMALLOW

AGREEMENT#: 30-103589

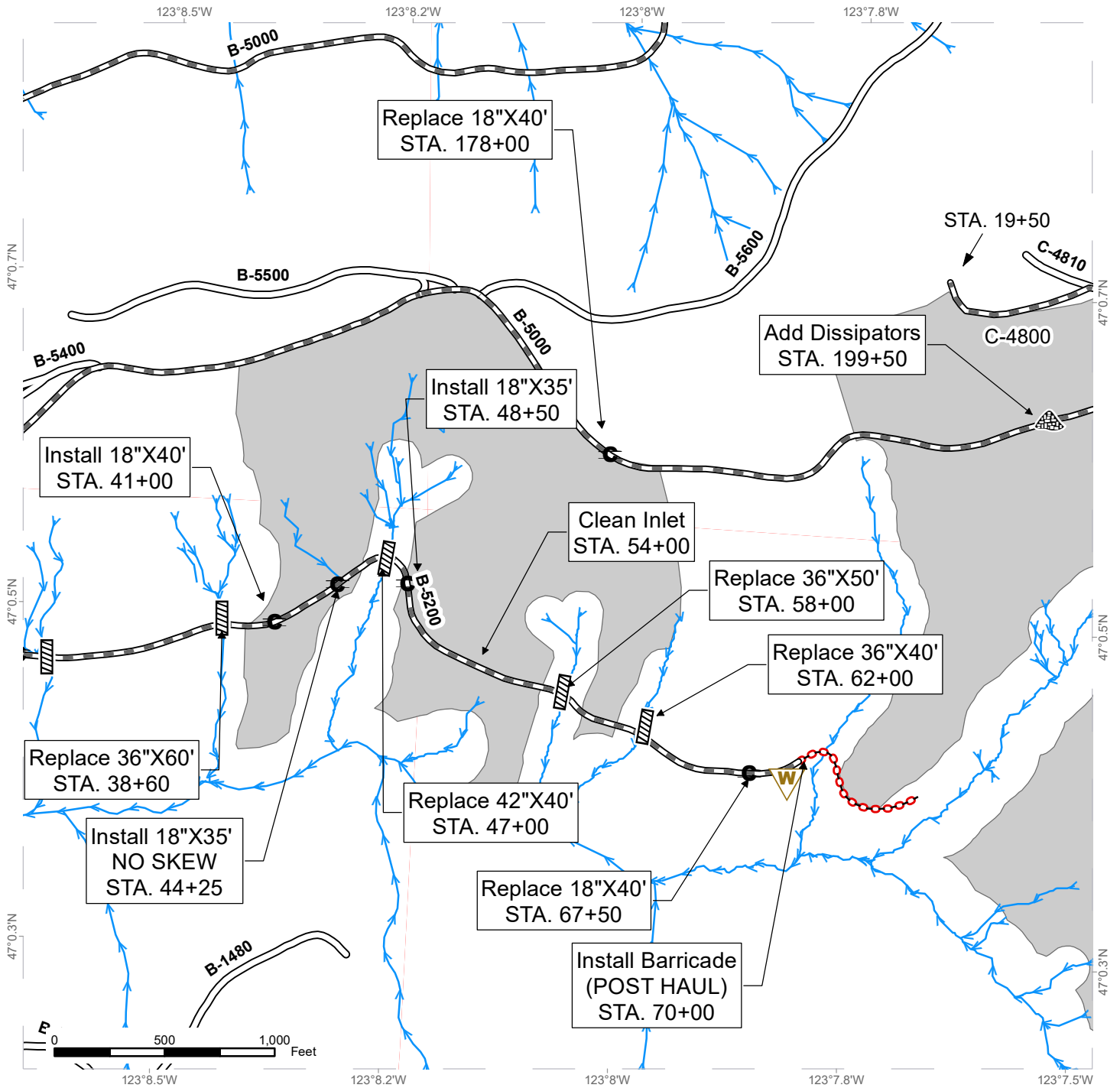
TOWNSHIP(S): T18R3W, T18R4W

TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region

COUNTY(S): Thurston

ELEVATION RGE: 1000-2080



	Existing Roads		Dissipator
	Required Pre-Haul Maintenance		Stream Culvert
	Required Abandonment		Cross Drain
	Streams		Timber Sale Unit
	Waste Area		

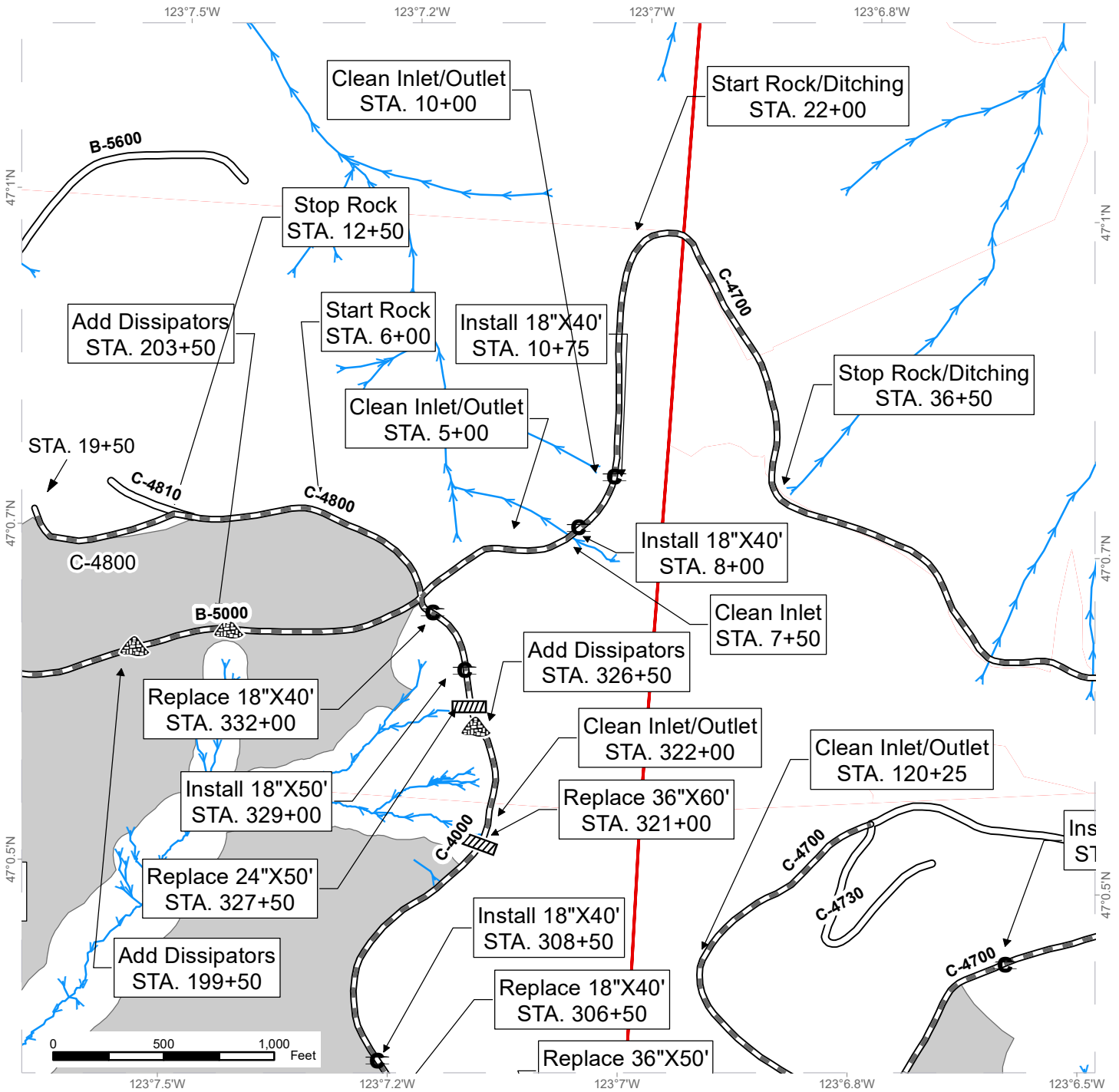




# ROAD WORK MAP 6 of 10

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



Existing Roads	Stream Culvert
Required Pre-Haul Maintenance	Cross Drain
Streams	Timber Sale Unit
Dissipator	



# ROAD WORK MAP 7 of 10

SALE NAME: MARSHMALLOW

AGREEMENT#: 30-103589

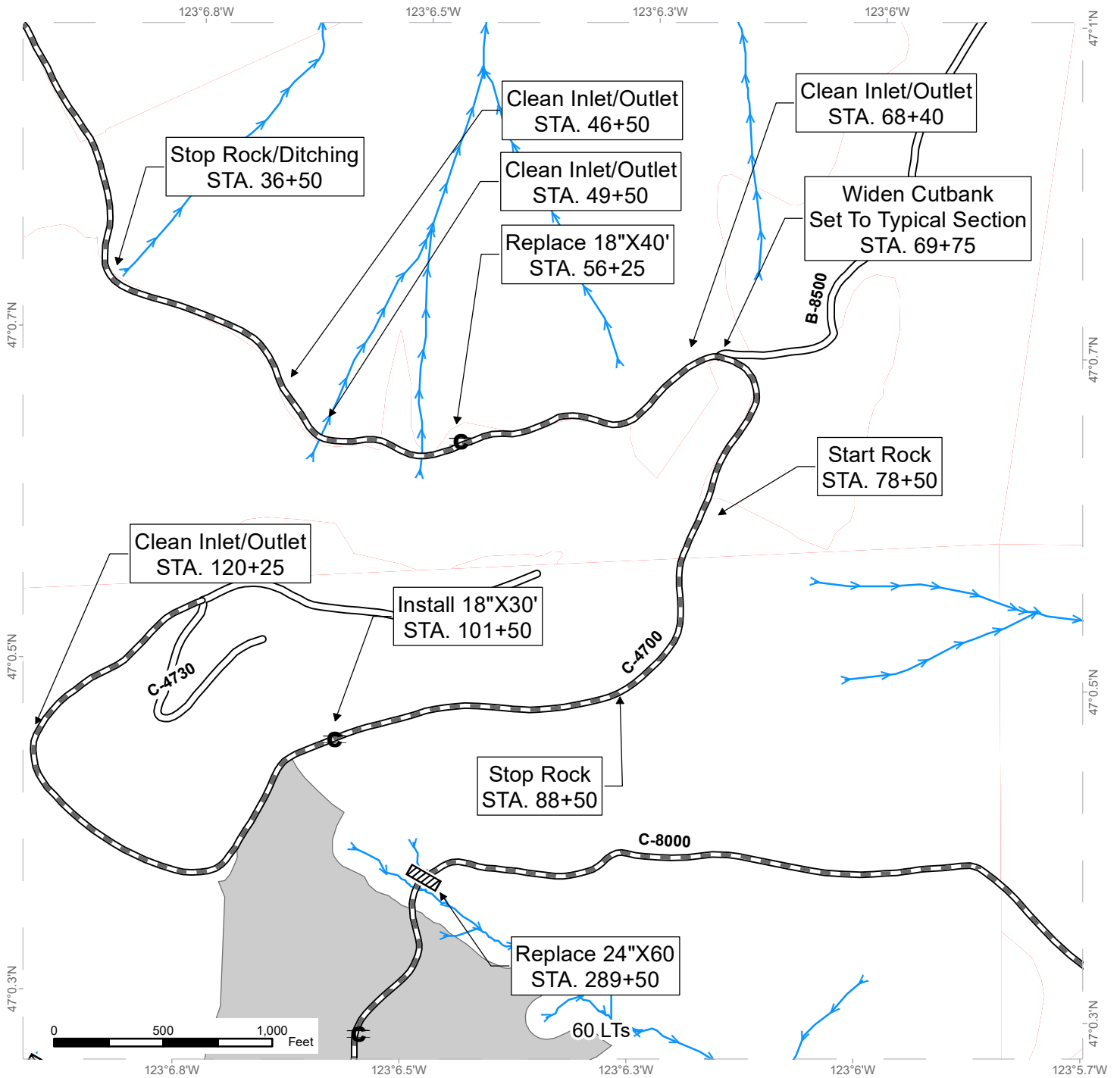
TOWNSHIP(S): T18R3W, T18R4W

TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region

COUNTY(S): Thurston

ELEVATION RGE: 1000-2080



Existing Roads	Stream Culvert
Required Pre-Haul Maintenance	Cross Drain
Streams	Timber Sale Unit



# ROAD WORK MAP 8 of 10

**SALE NAME:** MARSHMALLOW

**AGREEMENT#:** 30-103589

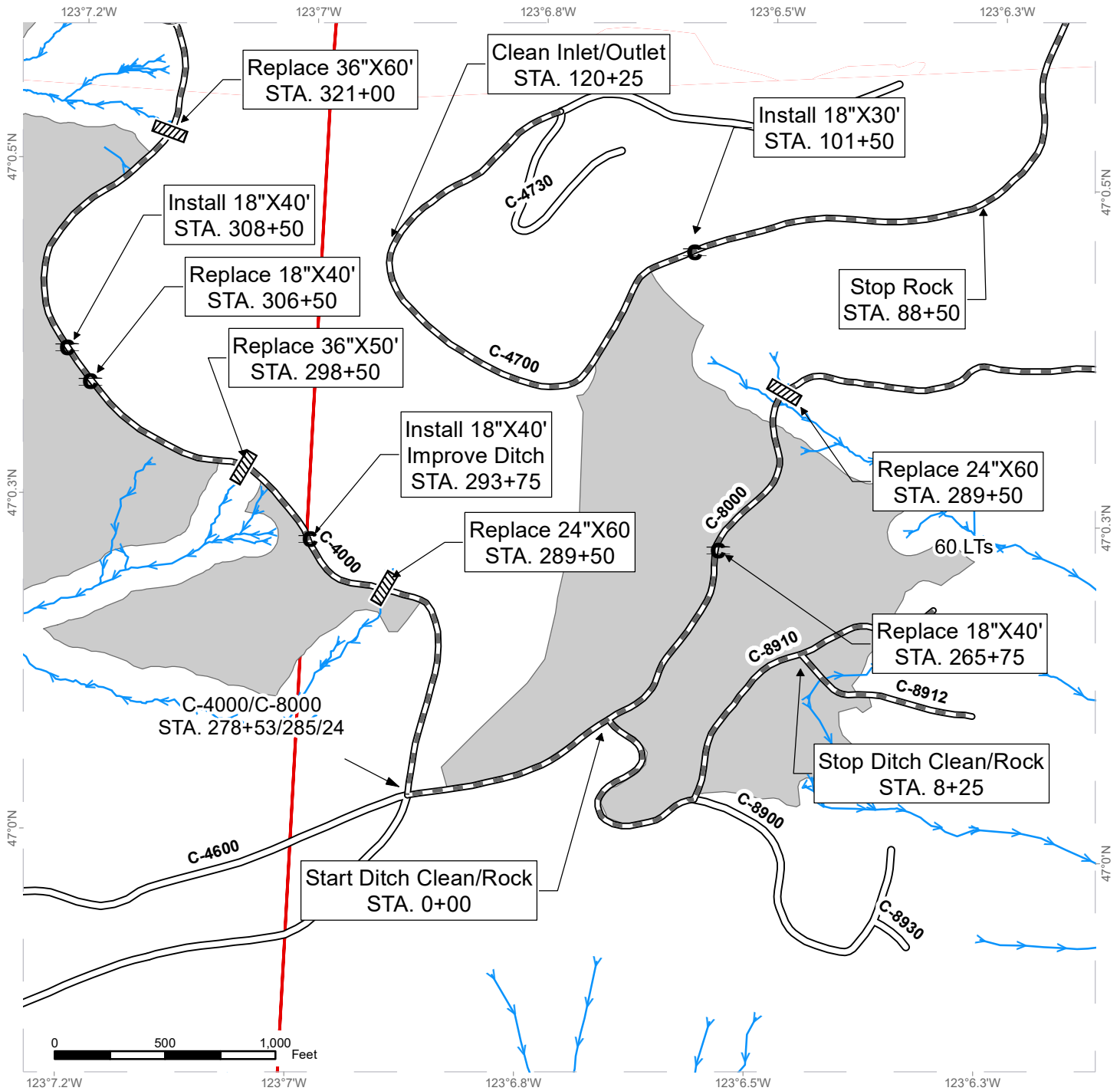
**TOWNSHIP(S):** T18R3W, T18R4W

**TRUST(S):** Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** South Puget Sound Region

**COUNTY(S):** Thurston

**ELEVATION RGE:** 1000-2080



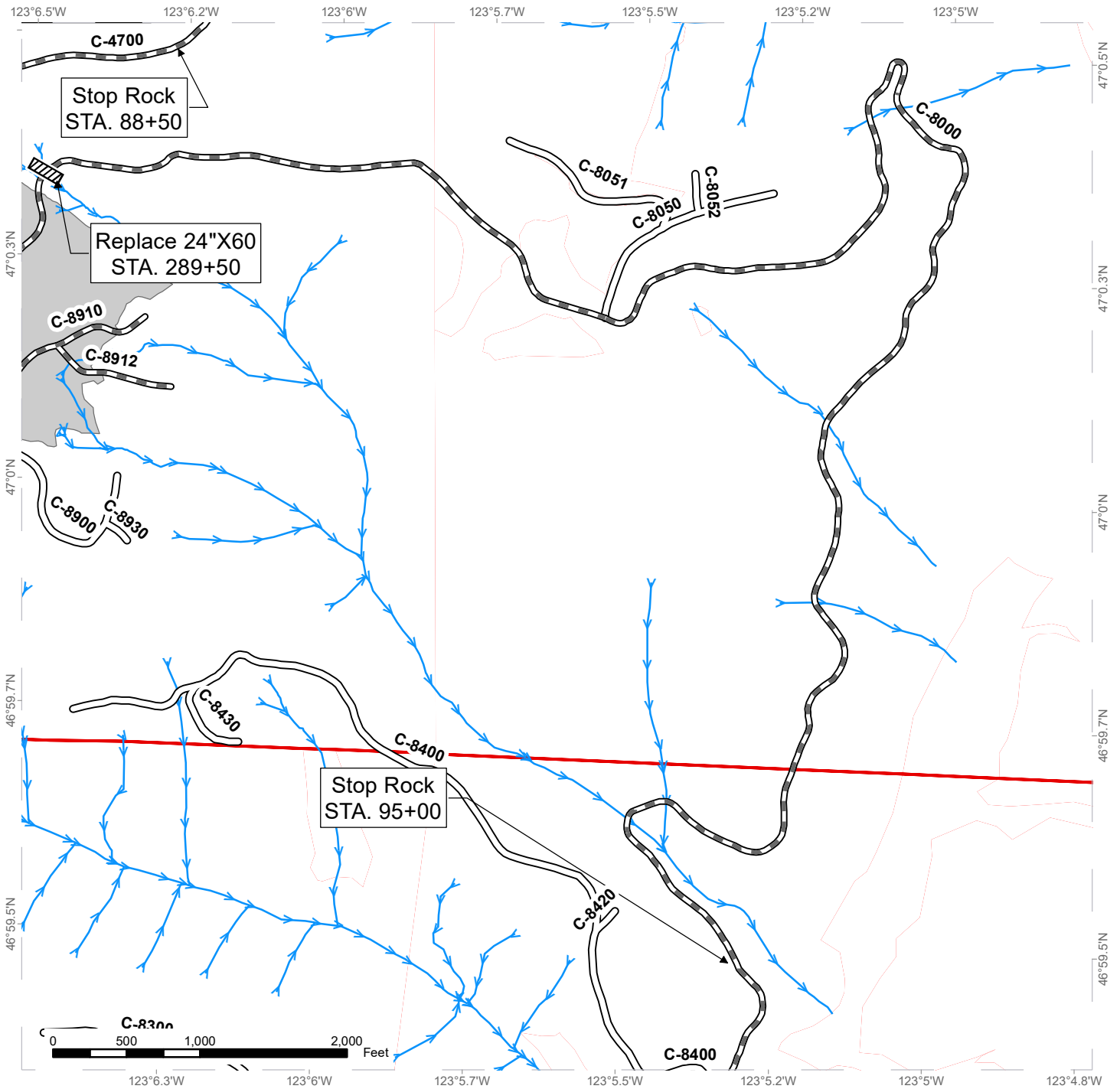
	Existing Roads		Stream Culvert
	Required Pre-Haul Maintenance		Cross Drain
	Streams		Timber Sale Unit
	Dissipator		



# ROAD WORK MAP 9 of 10

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



	Existing Roads		Stream Culvert
	Required Pre-Haul Maintenance		Timber Sale Unit
	Streams		



# ROAD WORK MAP 10 of 10

**SALE NAME:** MARSHMALLOW

**AGREEMENT#:** 30-103589

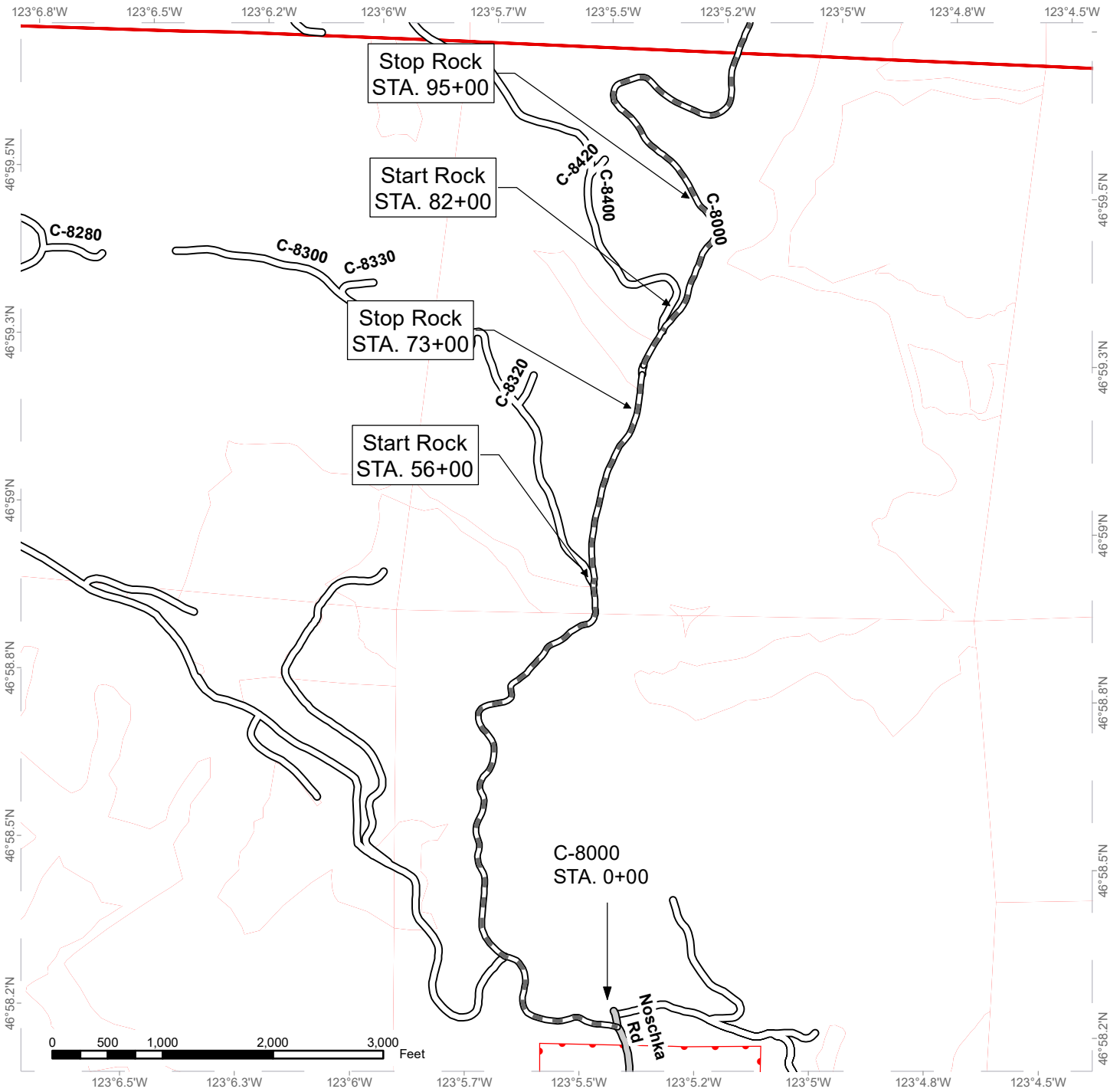
**TOWNSHIP(S):** T18R3W, T18R4W

**TRUST(S):** Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** South Puget Sound Region

**COUNTY(S):** Thurston

**ELEVATION RGE:** 1000-2080



- County Road
- Existing Roads
- Required Pre-Haul Maintenance

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

MARSHMALLOW TIMBER SALE ROAD PLAN  
THURSTON COUNTY  
DELPHI UNIT  
BLACK HILLS DISTRICT

AGREEMENT NO.: 30-103589

STAFF ENGINEER: JACOB GROSS

DATE: MAY 1<sup>ST</sup> 2023

DRAWN & COMPILED BY: JACOB GROSS

SECTION 0 – SCOPE OF PROJECT

**0-1 ROAD PLAN SCOPE**

Clauses in this road plan apply to all road related work, including landings and rock source development, unless otherwise noted.

**0-2 REQUIRED ROADS**

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
B-Line	543+10 to 685+10	Pre-Haul Maintenance
B-5000	0+00 to 212+73	Pre-Haul Maintenance
B-5200	0+00 to 77+20	Pre-Haul Maintenance
B-5200	70+00 to 77+20	Post-Haul Abandonment
B-5300	0+00 to 7+54	Pre-Haul Maintenance
C-4000	278+52 to 333+26	Pre-Haul Maintenance
C-4700	0+00 to 131+00	Pre-Haul Maintenance
C-4800	0+00 to 19+50	Pre-Haul Maintenance
C-8000	0+00 to 285+24	Pre-Haul Maintenance
C-8900	0+00 to 10+60	Pre-Haul Maintenance
C-8910	0+00 to 15+42	Pre-Haul Maintenance
C-8912	0+00 to 8+63	Pre-Haul Maintenance

**0-3 OPTIONAL ROADS**

The specified work on the following roads is not required. Any optional roads built by the Purchaser must meet all the specifications in the road plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Landings	Timber Sale Units	Construction

**0-4 CONSTRUCTION**

Construction includes, but is not limited to:

- Clearing
- Grubbing
- Right-of-way debris disposal
- Landing construction
- Acquisition and application of rock

**0-6 PRE-HAUL MAINTENANCE**

This project includes, but is not limited to the following pre-haul maintenance requirements:

- Cleaning ditches
- Cleaning culverts, and catchbasins
- Ditch reconstruction
- Reconstructing headwalls
- Constructing catchbasin and headwall
- Acquisition, manufacture and application of rock
- Cross drain culvert replacement/installation
- Stream culvert replacements
- Grading and shaping existing road surface and turnouts

**0-7 POST-HAUL MAINTENANCE**

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE.

**0-10 ABANDONMENT**

This project includes abandonment listed in Clause 9-21 ROAD ABANDONMENT.

**0-12 DEVELOP ROCK SOURCE**

Purchaser may develop an existing rock source. Rock source development may involve, Clearing, Stripping, Drilling, and blasting. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

**SECTION 1 – GENERAL**

**1-1 ROAD PLAN CHANGES**

If the Purchaser desires a change from this road plan including, but not limited to, relocation, extension, change in design, or adding roads; a revised road plan must be submitted in writing to the Contract Administrator for consideration. Before work begins, Purchaser shall obtain approval from the State for any submitted plan that changes the scope of work or environmental condition from the original road plan.

**1-2 UNFORESEEN CONDITIONS**

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to unforeseen conditions, or Purchaser's choice of construction season or techniques will be at the Purchaser's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

**1-3 ROAD DIMENSIONS**

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan, unless controlled by construction stakes or design data (plan, profile, and cross-sections).

**1-4 ROAD TOLERANCES**

Purchaser shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

<u>Tolerance Class</u>	<u>A</u>	<u>B</u>	<u>C</u>
Road and Subgrade Width (feet)	+1.5	+1.5	+2.0
Subgrade Elevation (feet +/-)	0.5	1.0	2.0
Centerline alignment (feet lt./rt.)	1.0	1.5	3.0

**1-6 ORDER OF PRECEDENCE**

Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:

1. Addenda.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.
4. Typical Section Sheet.
5. Standard Lists.
6. Standard Details.
7. Road Plan Maps.

In case of any ambiguity or dispute over interpreting the road plan, the Contract Administrator's or designee's decision will be final.

**1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS**

Purchaser shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation, and may not begin without written approval from the Contract Administrator.

**1-9 DAMAGED METALLIC COATING**

Any damaged galvanized or aluminized coating on existing or new bridge components, culverts, downspouts, and flumes must be cleaned and treated with a minimum of two coats of zinc rich paint.



## SUBSECTION ROAD MARKING

### 1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state's marked location. All road work is marked as follows:

- Pre-haul activities: 2 in. x 48 in. wooden lath with station and activity
- Construction: Orange ribbon tied eye-height along centerline, w/orange pin flags or wooden lath marking centerline

### 1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work in accordance with the construction stakes and/or reference points set in the field for grade and alignment. Reconstruction of existing road grades must conform to the original location except where construction staked or designed.

### 1-18 REFERENCE POINT DAMAGE

Purchaser shall reset reference points (RPs) that were moved or damaged at any time during construction to their original locations. Excavation and embankment may not proceed on road segments controlled by said RPs until Purchaser resets all moved or damaged RPs.

## SUBSECTION TIMING

### 1-20 COMPLETE BY DATE

On the following road(s), Purchaser shall complete road work before the start of timber haul.

### 1-21 HAUL APPROVAL

Purchaser shall not use roads under this road plan for any hauling, other than timber cut on the right-of-way, without written approval from the Contract Administrator.

### 1-22 WORK NOTIFICATIONS

On the following road/location, Purchaser shall notify the Contract Administrator a minimum of five (5) calendar days' before work begins.

<u>Road/Location</u>	<u>Activity</u>	<u>Comments</u>
C-8000 sta 0+00 to 7+50	Any operations	For cultural resource monitoring by CRT or archaeologist

### 1-23 ROAD WORK PHASE APPROVAL

Purchaser shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Drainage installation
- Subgrade compaction
- Rock compaction

## SUBSECTION RESTRICTIONS

**1-25 ACTIVITY TIMING RESTRICTION**

The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator. The operation of road construction equipment is also not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator

<u>Activity</u>	<u>Closure Period</u>
All road work activities	November 1 to April 30

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a seasonal closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION and Contract Clause H-130, the Purchaser shall comply with a maintenance plan, when a plan is determined necessary by the Contract Administrator, to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

**1-29 SEDIMENT RESTRICTION**

Purchaser shall not allow silt-bearing runoff to enter any streams. Purchaser shall accomplish sediment removal through silt traps, silt fences, settling ponds, or other methods as approved, in writing by the Contract Administrator.

**1-30 CLOSURE TO PREVENT DAMAGE**

In accordance with Contract Clause G-220 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 6 inches on jaw run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Surface or base stability problems persist.

Operations must stop unless authority to continue working or hauling is granted in writing by the Contract Administrator. In the event that surface or base stability problems persist, Purchaser shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road plan.

**1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION**

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser’s expense, as directed by the Contract Administrator.

**1-33 SNOW PLOWING RESTRICTION**

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. Purchaser shall request a SNOW PLOWING AGREEMENT each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SUBSECTION OTHER INFRASTRUCTURE

**1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS**

Purchaser shall immediately remove any mud, dirt, rock, or other material tracked or spilled on to county roads and state highways.

If additional damage to the surface, signs, guardrails, etc. occurs then the damage will be repaired, at the Purchaser’s expense, as directed by the Contract Administrator when authorized by the county or WSDOT.

SECTION 2 – MAINTENANCE

**2-1 GENERAL ROAD MAINTENANCE**

Purchaser shall maintain all roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this contract. Maintenance is required even during periods of inactivity.

**2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE**

Purchaser shall perform maintenance on roads listed in Contract Clause C-050 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

**2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER**

Purchaser may be required to perform maintenance on roads listed in Contract Clause C-060 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Purchaser shall maintain roads in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

**2-5 MAINTENANCE GRADING – EXISTING ROAD**

On the following roads, Purchaser shall use a grader to shape the existing surface before rock application and/or timber haul.

<u>Road</u>	<u>Stations</u>
B-Line	543+10 to 685+10
B-5000	0+00 to 212+73
B-5200	0+00 to 77+20
B-5300	0+00 to 7+54
C-4000	278+52 to 333+26
C-4700	0+00 to 131+00

C-4800	0+00 to 19+50
C-8000	0+00 to 285+24
C-8900	0+00 to 10+60
C-8910	0+00 to 15+42
C-8912	0+00 to 8+63

**2-6 CLEANING CULVERTS**

On the following roads, Purchaser shall clean the inlets and outlets of all culverts :

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
B-5000	139+00	Clean Inlet & Outlet, Organic Debris/Soil
B-5200	54+00, 71+00	Clean Inlet & Outlet, Organic Debris/Soil
C-4000	322+00	Clean Inlet & Outlet, Organic Debris/Soil
C-4700	5+00, 7+50, 10+00, 46+50, 49+50, 68+40, 120+25	Clean Inlet & Outlet, Organic Debris/Soil

**2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS**

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION SHEET. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
B-5000	101+50 to 126+50
B-5200	0+00 to 77+20
C-4700	22+00 to 36+50
C-8910	0+00 to 15+42

**SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

**SUBSECTION CLEARING**

**3-5 CLEARING**

Purchaser shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

### **3-8 PROHIBITED DECKING AREAS**

Purchaser shall not deck right-of-way timber in the following areas:

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against state owned standing trees.

## SUBSECTION GRUBBING

### **3-10 GRUBBING**

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET and within waste and debris areas. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

## SUBSECTION ORGANIC DEBRIS

### **3-20 ORGANIC DEBRIS DEFINITION**

Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the grubbing limits as shown on the TYPICAL SECTION SHEET.

### **3-21 DISPOSAL COMPLETION**

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, before the application of rock and/or timber haul.

### **3-23 PROHIBITED DISPOSAL AREAS**

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 55%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against State owned standing timber.

### **3-24 BURYING ORGANIC DEBRIS RESTRICTED**

Purchaser shall not bury organic debris unless otherwise stated in this plan.

### **3-25 SCATTERING ORGANIC DEBRIS**

Purchaser shall scatter organic debris outside of the clearing limits in natural openings. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

## SECTION 4 – EXCAVATION

### 4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. In addition, the following actions must be taken as pioneering progresses:

- Drainage must be provided on all uncompleted construction as approved, in writing, by the Contract Administrator.
- Pioneering operations may not undercut the final cut slope, deposit excavated material outside the grubbing limits, or restrict drainage.

### 4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment except as designed:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 6% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

### 4-5 CUT SLOPE RATIO

Purchaser shall construct excavation slopes no steeper than shown on the following table, unless construction staked or designed:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

### 4-6 EMBANKMENT SLOPE RATIO

Purchaser shall construct embankment slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

### 4-7 SHAPING CUT AND FILL SLOPE

Purchaser shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

**4-8 CURVE WIDENING**

The minimum widening placed on the inside of curves is:

- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius

**4-9 EMBANKMENT WIDENING**

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of less than 6 feet.
- 4 feet for embankment heights at centerline of 6 feet or greater.

Purchaser shall apply embankment widening equally to both sides of the road to achieve the required width.

**4-10 WIDEN THE EXISTING SUBGRADE**

On the following road(s), Purchaser shall widen the subgrade and fill slopes to the dimensions shown on the TYPICAL SECTION SHEET. If necessary, Purchaser shall reconstruct excavation slopes to provide sufficient width for the road surface and any ditches. Pulling excavation material across the road or mixing in with the existing road surface is not allowed.

<u>Road</u>	<u>Stations</u>
C-4700	69+75

SUBSECTION DITCH CONSTRUCTION

**4-25 DITCH CONSTRUCTION AND RECONSTRUCTION**

Purchaser shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

**4-28 DITCH DRAINAGE**

Ditches shall be constructed concurrently with construction of the subgrade. Ditches must drain to cross-drain culverts or ditchouts.

**4-29 DITCHOUTS**

Purchaser shall construct ditchouts as identified in maps, in field, and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

SUBSECTION WASTE MATERIAL (DIRT)

**4-35 WASTE MATERIAL DEFINITION**

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

**4-36 DISPOSAL OF WASTE MATERIAL**

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris.

**4-37 WASTE AREA LOCATION**

Purchaser shall deposit waste material in the listed designated areas. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>	<u>Volume</u>
B-5200	STA. 70+00	Waste on old road grade and south in unit. Compact in lifts. Side slopes not to exceed 1½:1	200 cy

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

Purchaser shall not deposit waste material in the following areas, except as otherwise specified in this plan:

- Within 25 feet of a cross drain culvert outlet.
- Within 100 feet of a live stream or wetland.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

SUBSECTION SHAPING

**4-55 ROAD SHAPING**

Purchaser shall shape each lift of the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

**4-56 DRY WEATHER SHAPING**

At any time of year, the Contract Administrator may require the application of water to facilitate shaping activities. The method of water application is subject to written approval by the Contract Administrator.

SUBSECTION COMPACTION

**4-60 FILL COMPACTION**

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.



**4-61 SUBGRADE COMPACTION**

Purchaser shall compact constructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. On fills deeper than 5 feet at the road shoulder Purchaser shall compact fill material in lifts no greater than 18 inches. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

**4-62 DRY WEATHER COMPACTION**

At any time of year, the Contract Administrator may require the application of water to facilitate compaction activities. The method of water application is subject to written approval by the Contract Administrator.

**4-63 EXISTING SURFACE COMPACTION**

Purchaser shall compact maintained road surfaces in accordance with the COMPACTION LIST by routing equipment over the entire width.

SECTION 5 – DRAINAGE

**5-1 REMOVAL OF SHOULDER BERMS**

Purchaser shall remove berms from road shoulders to permit escape of runoff.

SUBSECTION CULVERTS

**5-5 CULVERTS**

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT AND DRAINAGE LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-23.

**5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the CULVERT AND DRAINAGE LIST and materials listed in Clause 5-13 CONTINGENCY CULVERTS that are not installed will become the property of the state. Purchaser shall stockpile materials at Mima Mound Pit, located at 46.888952N, 123.054728W.

**5-13 CONTINGENCY CULVERTS**

The following culverts will be supplied by the Purchaser and are available for installation as directed by the Contract Administrator.

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	Quantity 2 - 18"X30' Culvert Quantity 2 - 18" Culvert band

## SUBSECTION CULVERT INSTALLATION

### **5-15 CULVERT INSTALLATION**

Culvert, downspout, flume and energy dissipater installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

### **5-16 APPROVAL FOR LARGER CULVERT INSTALLATION**

Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 36 inches in diameter and over before backfilling.

### **5-17 CROSS DRAIN SKEW AND SLOPE**

Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 12%.

### **5-18 CULVERT DEPTH OF COVER**

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

## SUBSECTION ENERGY DISSIPATERS

### **5-20 ENERGY DISSIPATERS**

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Placement must be by zero-drop-height method only. No placement by end dumping or dropping of rock is allowed. QUARRY SPALLS shall meet the specifications in Clause 6-43.

## SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

### **5-25 CATCH BASINS**

Purchaser shall construct catch basins to resist erosion in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

### **5-26 HEADWALLS FOR CULVERTS**

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock.

**5-27 ARMORING FOR STREAM CROSSING CULVERTS**

Purchaser shall place inlet and outlet protection in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on CULVERT LIST. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be by zero-drop-height method only.

**5-33 NATIVE SURFACE ROADS**

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

**SECTION 6 – ROCK AND SURFACING**

**SUBSECTION ROCK SOURCE**

**6-2 ROCK SOURCE ON STATE LAND**

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Purchaser. Purchaser shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source(s), a joint operating plan must be developed. All parties shall follow this plan. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Porter Pass Quarry	SE ¼ SW ¼ of Sec. 26 T18N, R04W	2 Inch Crushed, 4 Inch Jaw, 4 Inch In-Place, Select Pit Run, Quarry Spalls.

**6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE**

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall not remove additional yardage without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
Porter Pass Quarry	See Pit Plan	2 Inch Crushed	1700 CY
Porter Pass Quarry	See Pit Plan	4 Inch Jaw	1800 CY

**6-5 ROCK FROM COMMERCIAL SOURCE**

Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources are subject to written approval by the Contract Administrator before their use.

<u>Road</u>	<u>Location</u>	<u>Rock Type</u>	<u>Quantity</u>
B-Line	554+00 to 596+00	2 Inch Crushed	1092 CY
C-8000	56+00 to 73+00, 82+00 to 95+00	2 Inch Crushed	780 CY

**SUBSECTION ROCK SOURCE DEVELOPMENT**

**6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE**

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

<u>Source</u>	<u>Location</u>
Porter Pass Quarry	SE ¼ SW ¼ of Sec. 26 T18N, R04W

**6-12 ROCK SOURCE SPECIFICATIONS**

Rock sources must be in accordance with the following specifications, unless otherwise specified in the ROCK SOURCE DEVELOPMENT PLAN:

- Pit walls may not be undermined or over steepened. The maximum slope of the walls must be consistent with recognized engineering standards for the type of material being excavated in accordance with the following table:

Material	Maximum Slope Ratio (Horiz. :Vert.)	Maximum Slope Percent
Sand	2:1	50
Gravel	1.5:1	67
Common Earth	1:1	100
Fractured Rock	0.5:1	200
Solid Rock	0:1	vertical

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.

- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- All vehicle access to the top of the pit faces must be blocked at the end of operations.

**6-14 DRILL AND SHOOT**

Rock drilling and shooting must meet the following specifications:

- Oversize material remaining in the rock source at the conclusion of the timber sale may not exceed 200 cubic yards.
- Oversize material is defined as rock fragments larger than two feet in any dimension.
- Oversized rock that exceeds the maximum allowable amount must be reduced to a smaller size within the rock source.
- Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before blasting operations.
- Purchaser shall submit an informational drilling and shooting plan to the Contract Administrator 5 calendar days before any drilling. The drilling and shooting plan must include, at a minimum, the mapped location and spacing of all holes to be loaded, the type of blasting agent used, the powder factor calculated and the units of same, stem amount held per hole. After drilling, the type of rock encountered while drilling e.g. hard black, soft brown, etc shall be amended to submitted plan.
- All operations must be carried out in compliance with the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and the Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- Purchaser shall block access roads before blasting operations.

SUBSECTION ROCK MANUFACTURE

**6-20 ROCK CRUSHING OPERATIONS**

Rock crushing operations must conform to the following specifications:

- Operations and placement of oversize material must be conducted in or near the rock source site, as approved in writing by the Contract Administrator.
- The crushing operation must be concluded within 30 working days from the time it begins.

**6-21 IN-PLACE PROCESSING**

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall remove any existing organic debris before the start of in-place crushing operations. The use of in-place processing methods is subject to written approval by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
Landings	All

**6-23 ROCK GRADATION TYPES**

Purchaser shall manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles. Purchaser shall provide a sieve analysis upon request from the Contract Administrator.

**SUBSECTION ROCK GRADATIONS**

**6-32 2 INCH MINUS CRUSHED ROCK**

% Passing 2" square sieve	100%
% Passing 1" square sieve	50 – 85%
% Passing U.S. #4 sieve	30 – 50%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	8% maximum

**6-37 4-INCH JAW RUN ROCK**

% Passing 4" square sieve	95%
% Passing U.S. #40 sieve	16% maximum
% Passing U.S. #200 sieve	5% maximum

The portion of aggregate retained on the No. 4 sieve may not contain more than 0.2 percent organic debris and trash. All percentages are by weight.

**6-38 4-INCH IN-PLACE ROCK**

4-inch in-place rock must have a minimum of 90 percent of the top 4 inches of the running surface pass a 4-inch square opening.

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 50 percent of rock may be larger than 6 inches in any dimension and no rock may be larger than 8 inches in any dimension.

**6-41 SELECT PIT RUN ROCK**

No more than 50 percent of the rock may be larger than 6 inches in any dimension and no rock may be larger than 10 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, and trash. Rock may require processing to meet this specification.

**6-43 QUARRY SPALLS**

% Passing 8" square sieve	100%
% Passing 3" square sieve	40% maximum
% Passing 3/4" square sieve	10% maximum

Rock may not contain more than 5 percent vegetative debris or trash. All percentages are by weight.

**SUBSECTION ROCK MEASUREMENT**

**6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH**

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are compacted yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

**SUBSECTION ROCK APPLICATION**

**6-70 APPROVAL BEFORE ROCK APPLICATION**

Purchaser shall obtain written approval from the Contract Administrator for subgrade including: ditches, headwalls, catch basins, culverts, energy dissipaters, ditch-outs, subgrade shaping and compacting before rock application.

**6-71 ROCK APPLICATION**

Purchaser shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width.

**6-73 ROCK FOR WIDENED PORTIONS**

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

**6-75 OPTIONAL ROCK EXCEPTION**

On the following roads, the Purchaser may place less rock than shown on the ROCK LIST. The Purchaser shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK.

<u>Road</u>	<u>Stations</u>
B-5200	70+00 to 77+20
Landings	All

**SECTION 8 – EROSION CONTROL**

**8-2 PROTECTION FOR EXPOSED SOIL**

Purchaser shall provide and evenly spread a 1-inch layer of straw to all exposed soils within 50 feet of a stream or wetland. Soils must be covered before the first anticipated storm event.

<u>Road</u>	<u>Location</u>	<u>Coverage</u>	<u>Type</u>	<u>Comments</u>
B-5200	70+00 to 77+20	70%	Weed Free Straw	Straw exposed soils during abandonment

**SUBSECTION REVEGETATION**

**8-15 REVEGETATION**

On the following road(s), Purchaser shall spread grass seed on all exposed soils resulting from road work activities. Other methods of covering must be approved in writing by the Contract Administrator.

<u>Road</u>	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>	<u>Comments</u>
B-5200	70+00 to 77+20	50	Grass Seed	Spread during Abandonment

\*Quantities are estimates only.

**8-17 REVEGETATION TIMING**

Purchaser shall revegetate after road work is completed. Soils may not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.

SUBSECTION SEED, FERTILIZER, AND MULCH

**8-25 GRASS SEED**

Purchaser shall evenly spread the seed mixture listed below on all exposed soil at a rate of 50 pounds per acre of exposed soil. Grass seed must meet the following specifications:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.
3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
  - a. Common name of seed
  - b. Net weight
  - c. Percent of purity
  - d. Percentage of germination
  - e. Percentage of weed seed and inert material
5. Seed must conform to the following mixture <unless a comparable mix is approved in writing by the Contract Administrator>.

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Perennial Rye	35-45
Red Fescue	30-40
Highland Bent	5-15
White Clover	10-20
Inert and Other Crop	0.5

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION STRUCTURES



**9-1 BARRICADES**

Purchaser shall construct barricades in accordance with the BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
B-5200	70+00

**9-3 CULVERT MATERIAL REMOVED FROM STATE LAND**

Culverts removed from roads become the property of the Purchaser and must be removed from state land.

**9-5 POST-HAUL MAINTENANCE**

Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

SUBSECTION POST-HAUL LANDING MAINTENANCE

**9-10 LANDING DRAINAGE**

Purchaser shall provide for drainage of the landing surface.

SUBSECTION DECOMMISSIONING AND ABANDONMENT

**9-21 ROAD ABANDONMENT**

Purchaser shall abandon the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>
B-5200	70+00 to 77+20

**9-22 ABANDONMENT**

- Remove stream culvert, match natural valley walls.
- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 per cent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Remove used culvert material from State Land.
- Construct earth barricade as per clause 9-1 BARRICADES
- Seed and Straw exposed soil resulting from abandonment.

SECTION 10 MATERIALS

SUBSECTION CULVERTS

**10-17 CORRUGATED PLASTIC CULVERT**

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culvert segments not specifically labeled as downspouts must be Type S – double walled with a corrugated exterior and smooth interior.

**10-22 PLASTIC BAND**

Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe joint.

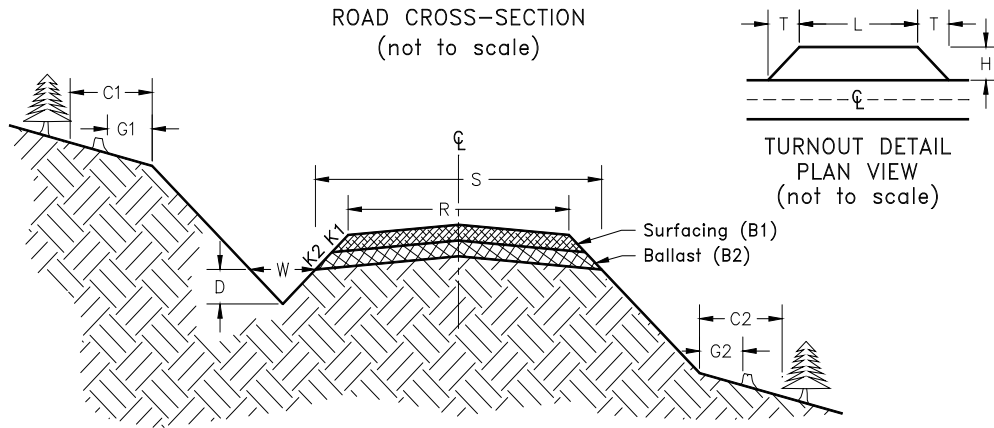
SECTION 11 SPECIAL NOTES

**11-2 CULTURAL RESOURCE PROTECTION**

On the following road, Purchaser shall only conduct work during presence of a cultural resource technician (CRT) or archaeologist. All work must remain within the footprint of the existing road.

<u>Road</u>	<u>Stations</u>
C-8000	0+00 to 7+50

# TYPICAL SECTION SHEET (pg 1 of 1)



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio	Fill Slope Ratio
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
				S	R	W	D						Clause	Clause
B-Line	543+10	685+10	A		14	3	1	4	-	-	-	-	4-5	4-6
B-5000	0+00	212+73	B		12	3	1	4	-	-	-	-	4-5	4-6
B-5200	0+00	77+20	B		12	3	1	4	-	-	-	-	4-5	4-6
C-4700	0+00	131+00	B		12	3	1	4	-	-	-	-	4-5	4-6
C-4800	0+00	19+50	B		12	3	1	4	-	-	-	-	4-5	4-6
C-8000	0+00	285+24	A		14	3	1	4	-	-	-	-	4-5	4-6
C-8900	0+00	10+60	B		12	3	1	4	-	-	-	-	4-5	4-6
C-8910	0+00	15+42	B		12	3	1	4	-	-	-	-	4-5	4-6
C-8912	0+00	8+63	B		12	3	1	4	-	-	-	-	4-5	4-6

# ROCK LIST

## BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Comments		
									CW	TO	TA
			K2	B2	<b>4 Inch Jaw</b>						
B-5200	0+00	70+00	1 ½ :1	8	32	40	1280	Porter Pass Quarry, Porter Pass Stockpile, Commercial Source	To use over stream crossings/wet areas		
C-8910	0+00	8+25	1 ½ :1	12	56	8.25	462				
					<b>4 Inch In Place/4 Inch Jaw</b>						
B-5200*	70+00	77+20	1 ½ :1	8	32	7.20	231				
					<b>4 Inch In Place/Select Pit Run</b>						
Landing Rock*							750				
					<b>Quarry Spalls</b>						
Culvert Headwalls and Dissapaters							134			See CULVERT AND DRAINAGE LIST	

4 Inch In Place/4 Inch Jaw Total 2,723 Cubic Yards  
 Quarry Spalls Total 134 Cubic Yards  
 Ballast Total 2,857 Cubic Yards

Included in C.Y. Subtotal

CW – Curve Widening

TO – Turn Out

TA – Turn Around

\*Optional Rock: If Purchaser elects to haul on optional rock roads in wet weather, the depth listed above is recommended but not required.

SURFACE

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y. Station	# of Stations	C.Y. Subtotal	Rock Source	Comments		
									CW	TO	TA
			K1	B1	<b>2 Inch Minus Crushed</b>						
B-Line	554+00	596+00	1 ½ :1	6	26	42.0	1092	Commercial Source			
B-5000	101+50	126+50	1 ½ :1	6	24	25.0	600	Porter Pass Stockpile/ Commercial Source	Spot rock to be used as needed		
B-5200	0+00	70+00	1 ½ :1	6	24	15.0	360				
C-4700	22+00	36+50	1 ½ :1	6	24	14.5	348				
C-4700	78+50	88+50	1 ½ :1	6	24	10.0	240				
C-4800	6+00	12+50	1 ½ :1	6	24	6.5	156			Steep, needs good fines.	
C-8000	56+00	73+00	1 ½ :1	6	26	17	442	Commercial Source			
C-8000	82+00	95+00	1 ½ :1	6	26	13	338				

Commercial 2 Inch Minus Crushed Total 1,872 Cubic Yards  
 2 Inch Minus Crushed Total 1,704 Cubic Yards  
 Surface Total 3,576 Cubic Yards

\*Optional Rock: If Purchaser elects to haul on optional rock roads in wet weather, the depth listed above is recommended but not required.

NOTE: Yardages are estimated on a compacted (In-Place) basis. Compliance of required rock will be based on compacted depth measurement. **Apply appropriate factors to determine loose amounts for estimating purposes.** Roads and rock quantities are designed for dry weather use. If Purchaser elects to haul in wet weather additional rock may be obtained from the rock pits listed in Section 6 at the Purchaser's expense and with prior written approval from the Contract Administrator.

### COMPACTION LIST

Road	From Station	To Station	Type	Max Depth of Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
All new rock for pre-haul/post-haul maintenance			Pre/Post-haul rock	6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibe on	3.5
All new construction and reconstruction			Subgrade, rock	12, 6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibe on	3.5
All pre-haul maintenance roads			After pre-haul grading	6	Smooth Drum Vibratory Roller	14,000	2 low freq. vibe on	3.5

## CULVERT AND DRAINAGE LIST, pg 1 of 2

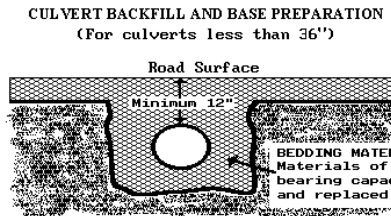
Road Number	Location	Culvert		Length (ft)			Armoring (C.Y.)			Backfill Material*	Placement Method*	Const. Staked *	Remarks
		Dia. (in)	Type	Culvert	Downspt	Flume	Inlet	Outlet	Type				
B-Line	564+50	-	-	-	-	-	1	3	QS	NT		Armor Outlet	
	582+00	36	PD	60	-	-	2	3	QS	NT		Replace Np Stream	
	591+50	36	PD	70	-	-	2	3	QS	NT		Replace Ns Stream	
B-5000	39+00	24	PD	50	-	-	2	2.5	QS	NT		Replace Ns Stream	
	46+30	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
	48+00	18	PD	40	-	-	1	1.5	QS	NT		Install Cross Drain	
	49+50	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
	178+00	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
	199+50	-	-	-	-	-	1	3	QS	NT		Armor Outlet	
	203+50	-	-	-	-	-	1	3	QS	NT		Armor Outlet	
B-5200	14+25	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
	25+25	24	PD	50	-	-	2	2.5	QS	NT		Replace Ns Stream	
	26+50	18	PD	40	-	-	1	1.5	QS	NT		Install Cross Drain	
	29+30	18	PD	40	-	-	1	1.5	QS	NT		Install No Skew	
	30+25	24	PD	40	-	-	2	2.5	QS	NT		Replace Ns Stream	
	38+60	36	PD	60	-	-	2	3	QS	NT		Replace Ns Stream	
	41+00	18	PD	40	-	-	1	1.5	QS	NT		Install Cross Drain	
	44+25	18	PD	35	-	-	1	1.5	QS	NT		Install No Skew	
	47+00	42	PD	40	-	-	1	1.5	QS	NT		Replace Np Stream	
	48+50	18	PD	35	-	-	1	1.5	QS	NT		Install Cross Drain	
	58+00	36	PD	50	-	-	1	1.5	QS	NT		Replace Ns Stream	
	62+00	36	PD	40	-	-	1	1.5	QS	NT		Replace Ns Stream	
	67+50	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
C-4000	289+50	24	PD	60	-	-	2	2.5	QS	NT		Replace Ns Stream	
	293+75	18	PD	40	-	-	1	1.5	QS	NT		Install Cross Drain	
	298+50	36	PD	50	-	-	2	3	QS	NT		Replace Ns Stream	
	306+50	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
	308+50	18	PD	40	-	-	1	1.5	QS	NT		Install Cross Drain	
	321+00	36	PD	60	-	-	2	3	QS	NT		Replace Ns Stream	
	326+50	-	-	-	-	-	1	3	QS	NT		Armor Outlet	
	327+50	24	PD	50	-	-	2	3	QS	NT		Replace Ns Stream	
	329+00	18	PD	50	-	-	1	1.5	QS	NT		Install Cross Drain	
	332+00	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
C-4700	8+00	18	PD	40	-	-	1	1.5	QS	NT		Install Cross Drain	
	10+75	18	PD	40	-	-	1	1.5	QS	NT		Install Cross Drain	
	56+25	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
	101+50	18	PD	30	-	-	1	1.5	QS	NT		Install Cross Drain	
C-8000	265+75	18	PD	40	-	-	1	1.5	QS	NT		Replace Cross Drain	
	289+50	24	PD	60	-	-	2	3	QS	NT		Replace Ns Stream	
As Directed by C.A.		18	PD	30	-	-	1	1.5	QS	NT		Contingency	
		18	PD	30	-	-	1	1.5	QS	NT		Contingency	
		18	PD	BAND	-	-						Contingency	
		18	PD	BAND	-	-						Contingency	

## CULVERT AND DRAINAGE LIST, pg 2 of 2

\* SEE CULVERT AND DRAINAGE SPECIFICATION DETAIL

PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

TEMP = Temporary Culvert



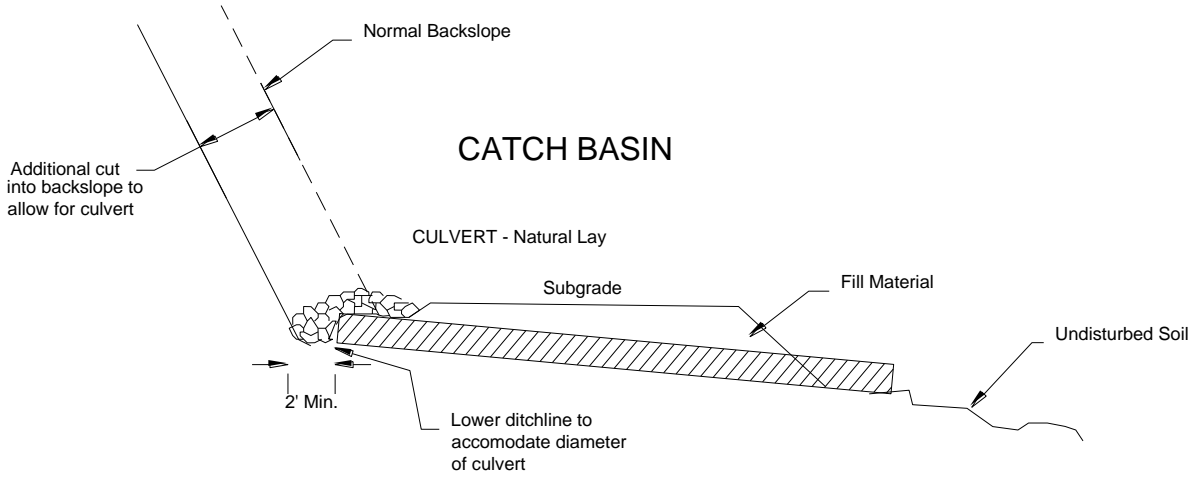
### Key:

- QS - Quarry Spalls
- LL - Light Loose Riprap
- SR - Shot Crushed Rock
- NT - Native (bank run)
- SL - Select Fill
- Flume - Half round pipe
- Downspout - Full round pipe

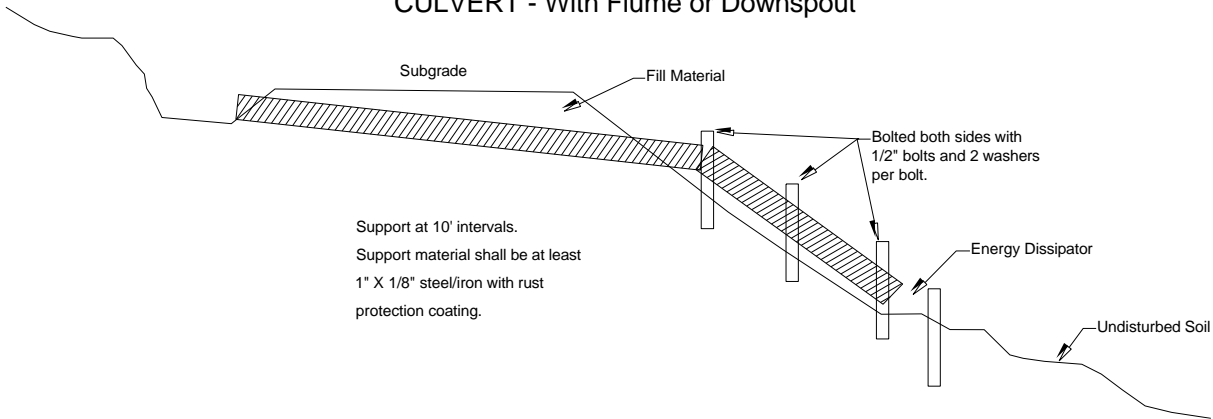


# CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 3)



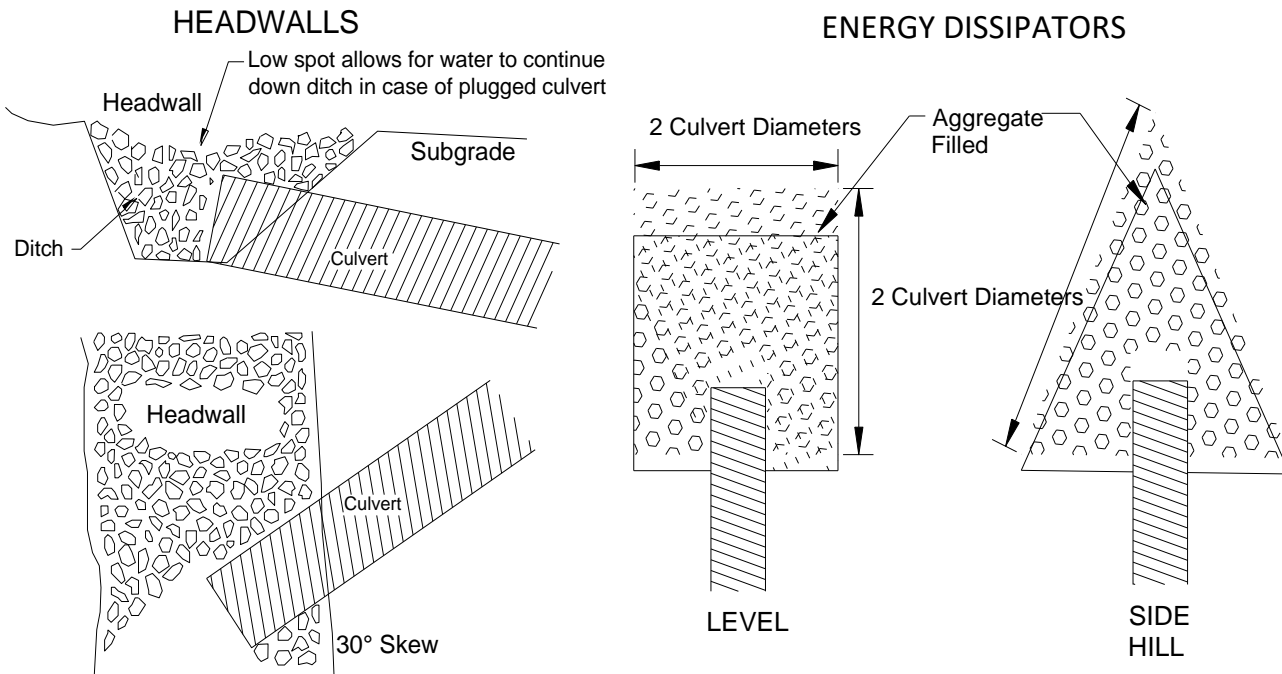
## CULVERT - With Flume or Downspout



## CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 3)

Proper preparation of foundation and placement of bedding material shall precede the installation of all culvert pipe. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform dense unyielding base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.



Headwalls to be constructed of material that will resist erosion.

Dissipator Specifications:  
 Depth: 1 culvert diameter  
 Aggregate: as specified in the CULVERT LIST.

## CULVERT AND DRAINAGE SPECIFICATION DETAIL

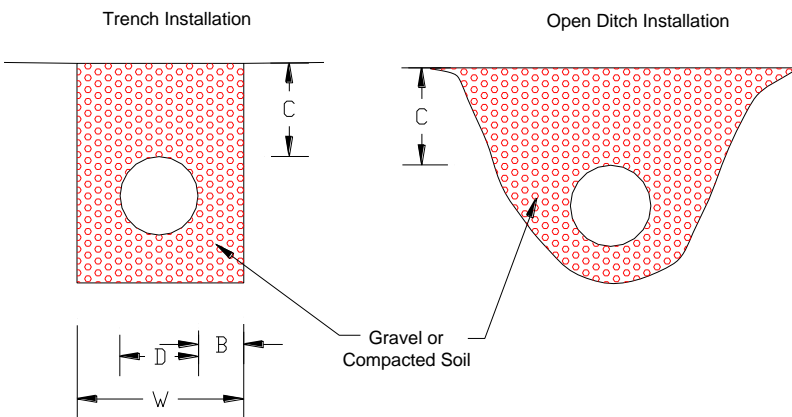
(Page 3 of 3)

### POLYETHYLENE PIPE INSTALLATION

#### INSTALLATION REQUIREMENTS:

1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
2. The corrugated pipe shall be laid on grade, on a layer of bedding material as shown for the two types of installations. If native soil is used as the bedding and backfill material, it shall be well compacted in six inch layers under the haunches, around the sides and above the pipe to the recommended minimum height of cover.
3. Either crushed aggregate or flexible (asphalt) pavement may be laid as part of the minimum cover requirements.
4. Site conditions and availability of bedding materials often dictate the type of installation method used.
5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% is required. This minimum compaction can be achieved by either hand or mechanical tamping.

#### MINIMUM DIMENSIONS Trench or Open Ditch Installation



Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width
D	B	C	W
18"	6"	12"	36"
24"	6"	12"	42"
30"	6"	12"	48"
6"	6"	12"	54"

## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

(Sheet 1 of 2)

### Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides up to 100 cubic yards in volume from ditches and the roadway. Repair fill-failures with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

### Surface

- Shape the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

### Drainage

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain headwalls to the road shoulder level with material that will resist erosion.
- Maintain energy dissipaters at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

### Preventative Maintenance

- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

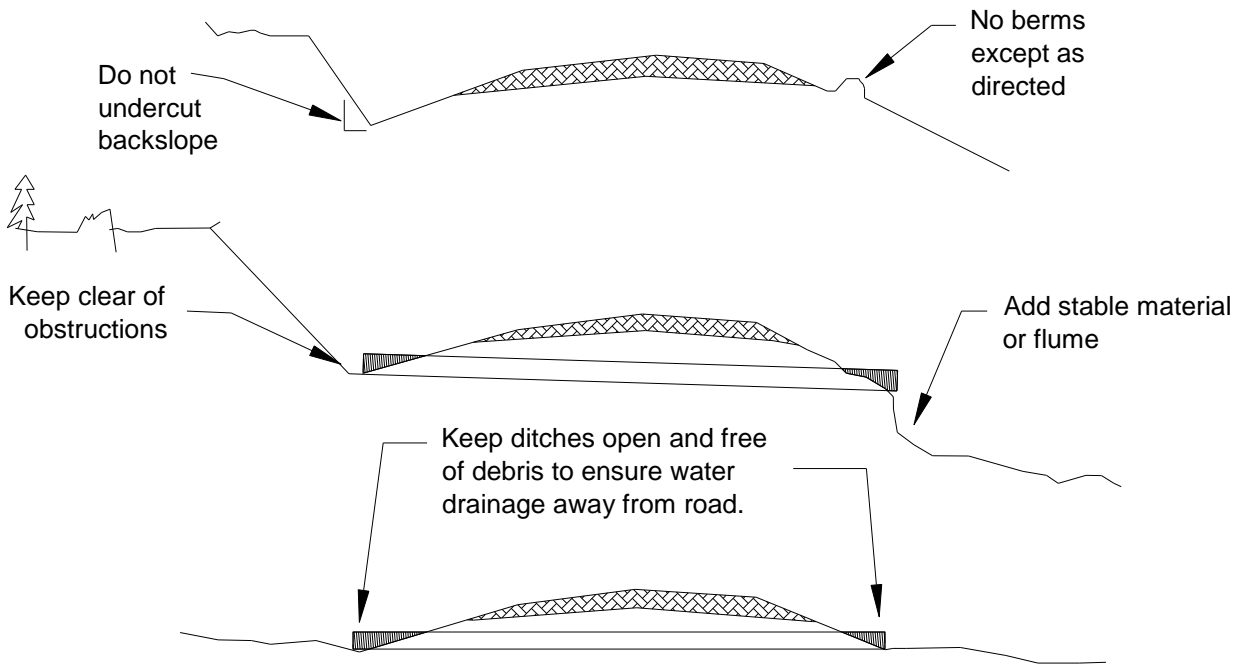
## FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS (Sheet 2 of 2)

### Termination of Use or End of Season

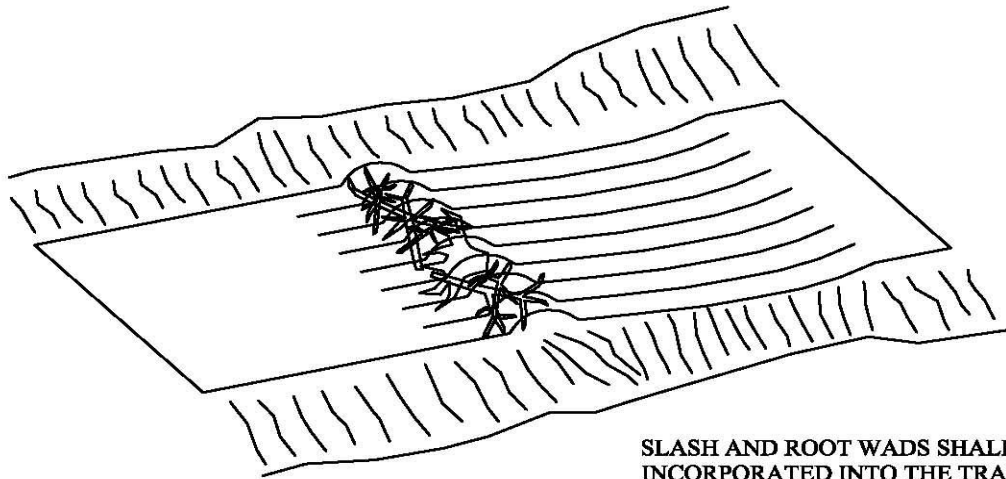
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

### Debris

- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.

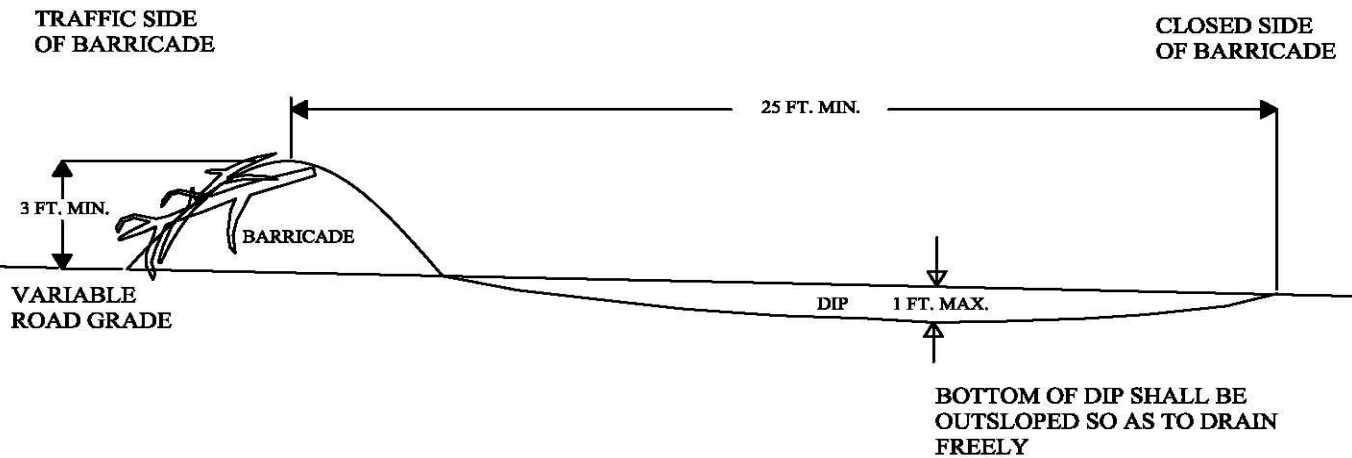


# BARRICADE DETAIL



SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.

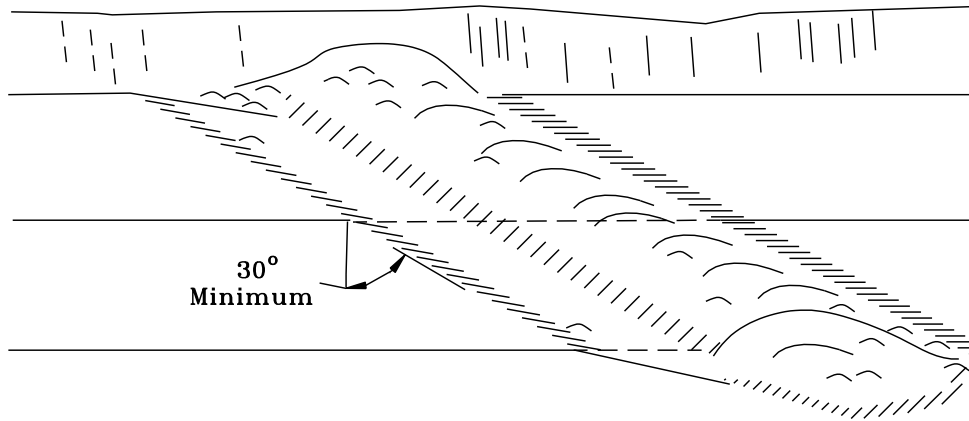
PLAN VIEW



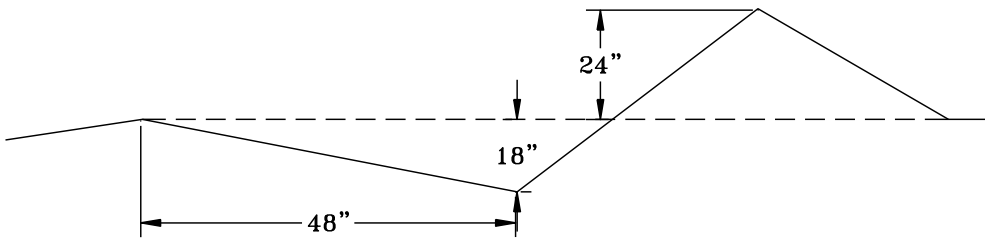
PROFILE VIEW

# Non-Drivable Water Bar Detail

## Cross Ditch



## Cross Section at Centerline



Water Bar Detail

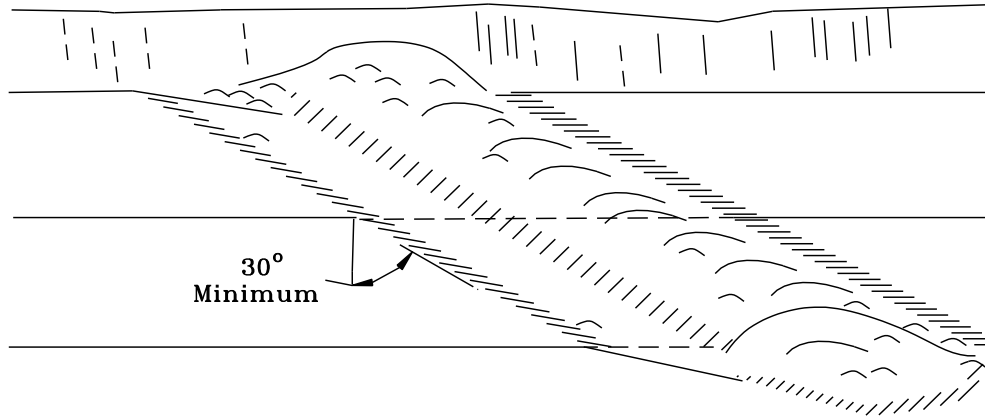
Date:  
Scale : None  
App#  
Drawn by: M.A.D.



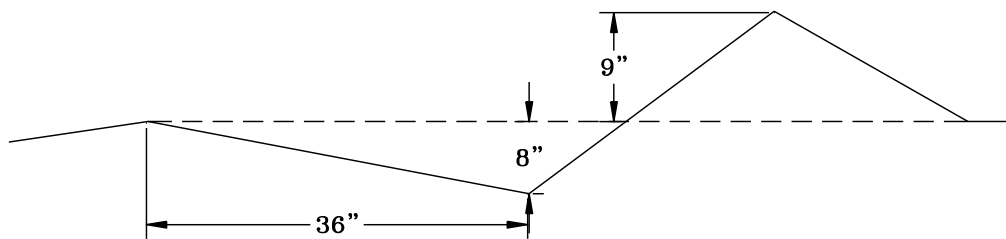
WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

# Drivable Water Bar Detail

## Cross Ditch



## Cross Section at Centerline



### Water Bar Detail

Date:  
Scale : None  
App#  
Drawn by: M.A.D.



WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

OPS 03/02/00



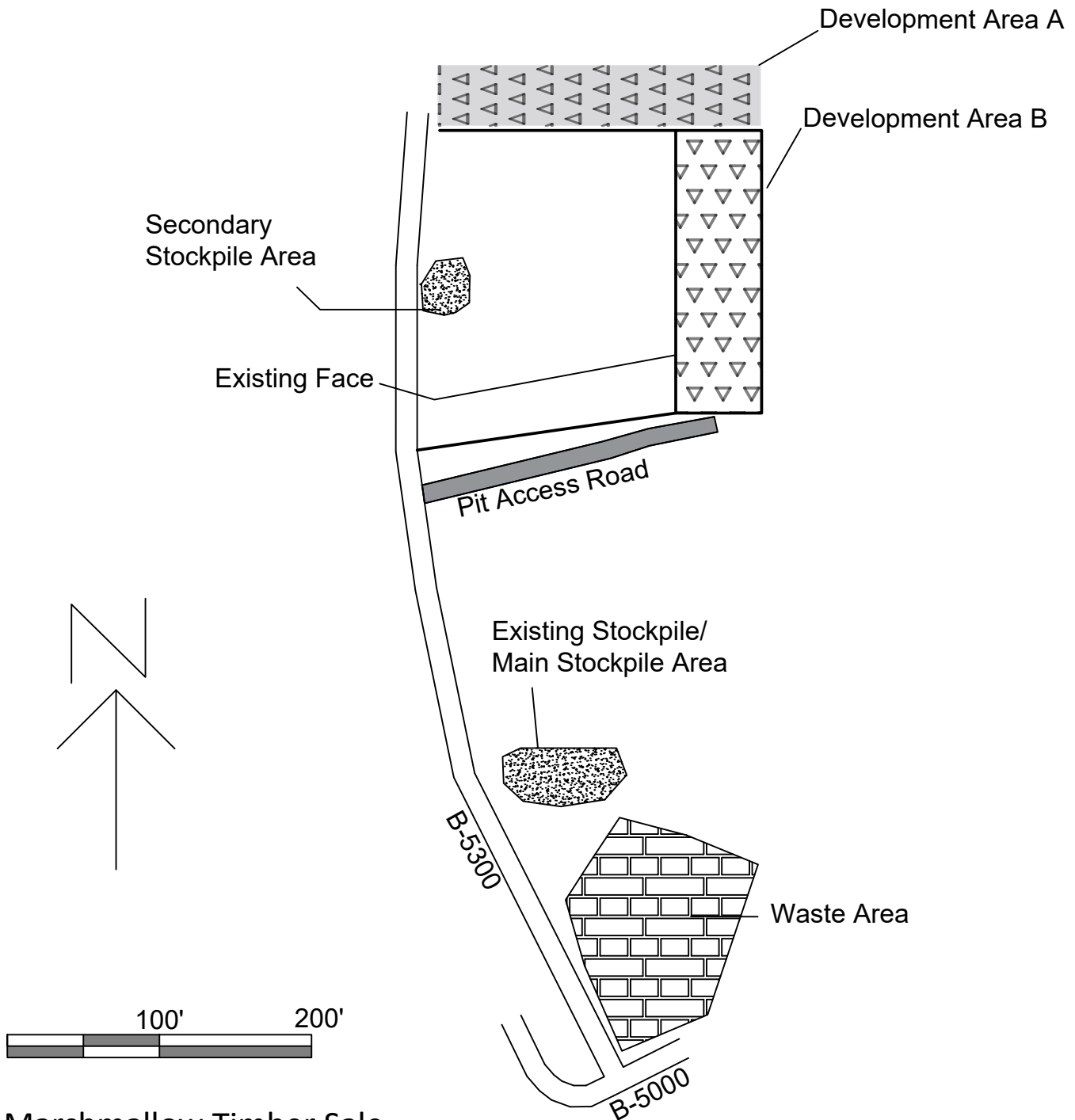
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES SOUTH PUGET SOUND REGION

PORTER PASS QUARRY DEVELOPMENT PLAN  
SE ¼ SW ¼ T18N R04W; NE ¼ NW ¼ T18N R04W W.M.

1. Rock for roads shall be obtained from stockpiles shown on Plan Drawing.
2. Quarry faces shall not exceed 30 feet in height and shall have a slope no steeper than ½ (H):1 (V).
3. The width of pit benches shall be a minimum of 1.5 times the maximum length of the largest machine used.
4. The surface of pit floors and benches shall be uniform and free-draining at a minimum 2% outslope gradient.
5. At the end of operations, pit faces and walls shall be scaled and cleared of loose and overhanging material, benches shall have safety berms constructed, and all access blocked to recreational vehicles.
6. All operations shall be carried out in compliance with all regulations of:
  - a. "Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations" (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
  - b. "Safety Standards for Construction Work" (296-155 WAC) Washington Department of Labor and Industries.
7. The quarry area shall be worked and left in a condition such that future operations may proceed in an orderly manner.
8. The quarry site shall be cleared of all temporary structures, equipment, and rubbish upon completion of rock source operations. The quarry site shall be left in a neat and presentable condition.
9. At the completion of rock source operations, Purchaser shall ask Contract Administrator for written approval of final rock source condition and compliance with the terms of this plan.

# PORTER PASS QUARRY DEVELOPMENT PLAN

SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  S26 T18N R04W  
NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  S35 T18N R04W



Marshmallow Timber Sale  
May 1, 2023  
Drawn by: J. Gross

DEPARTMENT OF NATURAL RESOURCES - SOUTH PUGET SOUND REGION

FORM 9-87(Rev. 01-09)

Road Development Cost Estimate

(For internal DNR use only. Costs are estimates only & are not guaranteed by the State or part of the Road Plan.)

REGION: SPS

UNIT: Delphi

SALE/PROJECT NAME: Marshmallow Timber Sale  
 LEGAL DESCRIPTION: T18R3W, T18R4W

CONTRACT NUMBER: 30-103589

ROAD NUMBER:	B-Line, B-5000, B-5200, B-5300, C-4000, C-4700, C-4800, C-8000, C-8900, C-8910, C-8912		
ROAD STANDARD:	Construction	Reconstruction	Pre-haul maintenance
NUMBER OF STATIONS:	0.00	0.00	964.60
SIDESLOPE:	20-60%	30%	0%
CLEARING AND GRUBBING:	\$0	\$0	
EXCAVATION AND FILL:	\$0	\$0	
MISC. MAINTENANCE:			\$19,130
ROCK TOTALS (Cu. Yds.):			
Ballast      2857	\$0	\$0	\$0
Crushed Rock    3576	\$0	\$0	\$154,810
CULVERTS AND FLUMES:	\$0	\$0	\$55,600
STRUCTURES:	\$0	\$0	\$0
GENERAL EXPENSES:	\$0	\$0	\$18,363
MOBILIZATION:	\$0	\$0	\$13,280
TOTAL COSTS:	\$0	\$0	\$261,183
COST PER STATION:	\$0	\$0	\$271

ROAD DEACTIVATION AND ABANDONMENT COSTS: \$3,070

NOTE<sup>1</sup>: This appraisal has no allowance for profit and risk.

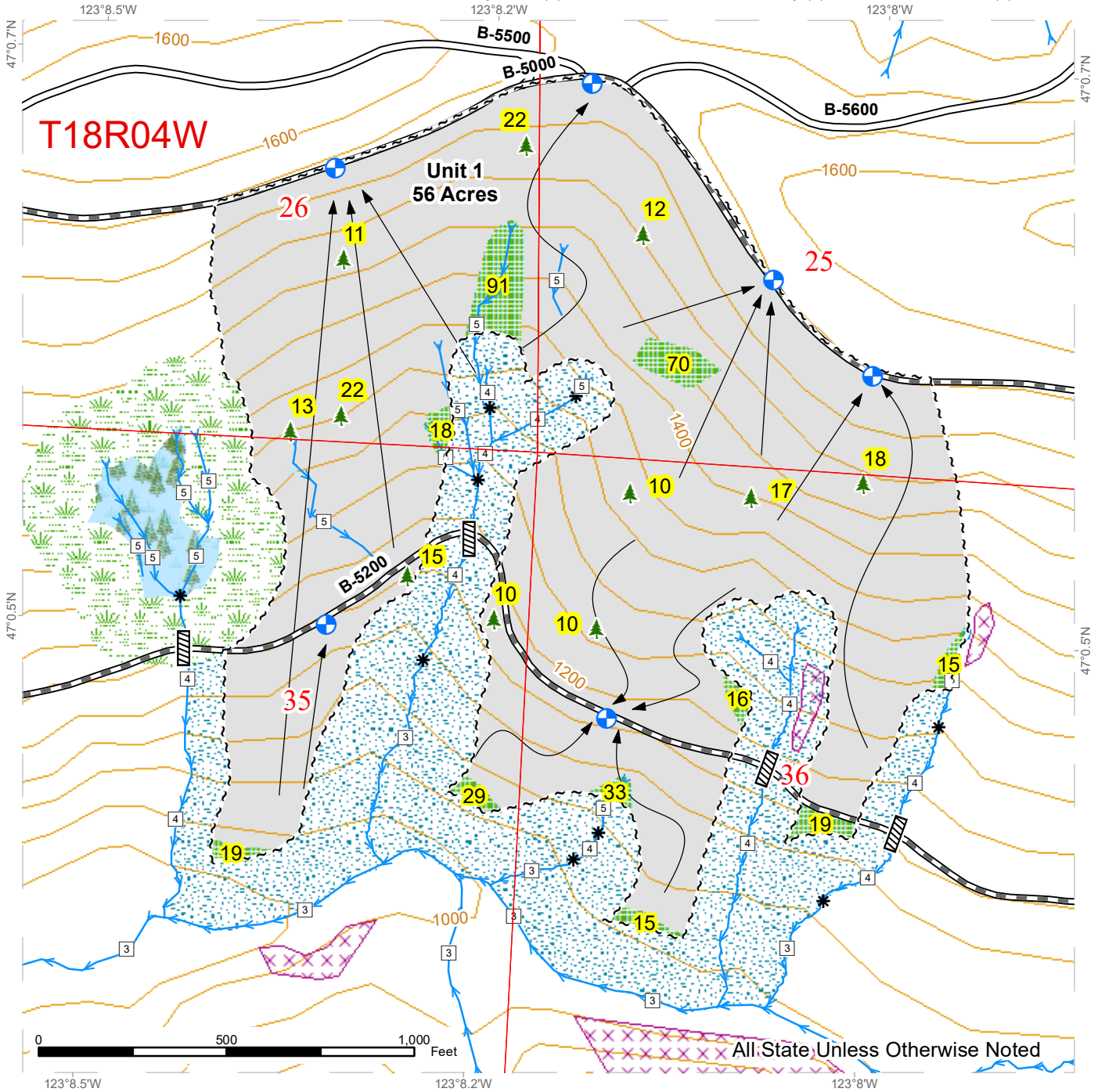
TOTAL (All Roads) =	\$264,253
SALE VOLUME MBF =	10,658
TOTAL COST PER MBF =	\$24.79

Date: 06/06/23

# LOGGING PLAN MAP

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



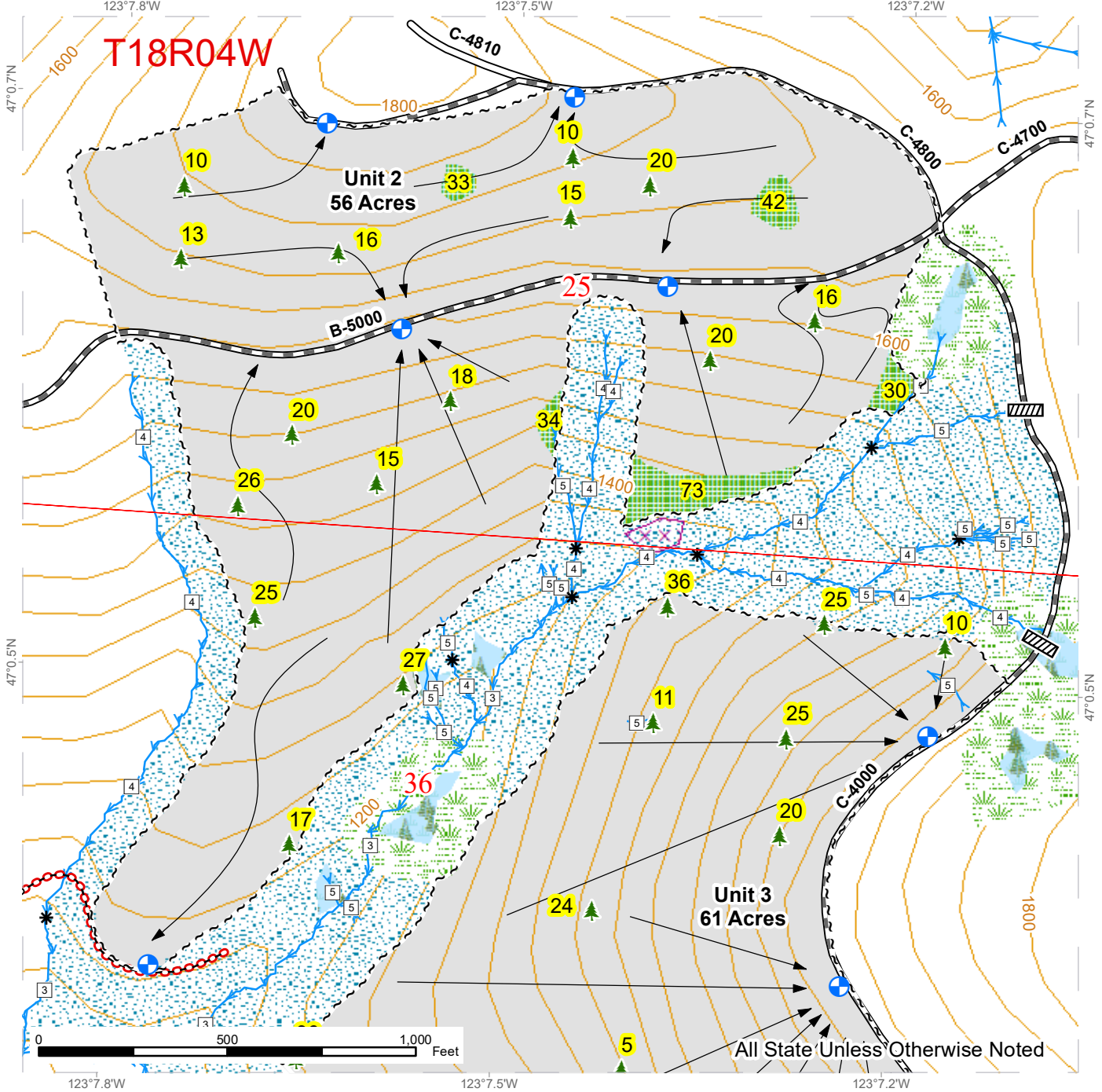
All State Unless Otherwise Noted

~ ~ ~ Sale Boundary Tags	↘ Ground Harvest	▨ Culvert
Variable Retention Harvest	→ Cable Harvest	⊕ Landing - Proposed
Leave Tree Area	Stream	🌲 Leave Tree Area <1/4-acre
Riparian Mgt Zone	Existing Roads	Contours 40-foot
Forested Wetland	Required Pre-Haul Maintenance	Public Land Survey Townships
Wetland Mgt Zone	Stream Type	Public Land Survey Sections
Tailhold Restriction Area	* Stream Type Break	

# LOGGING PLAN MAP

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



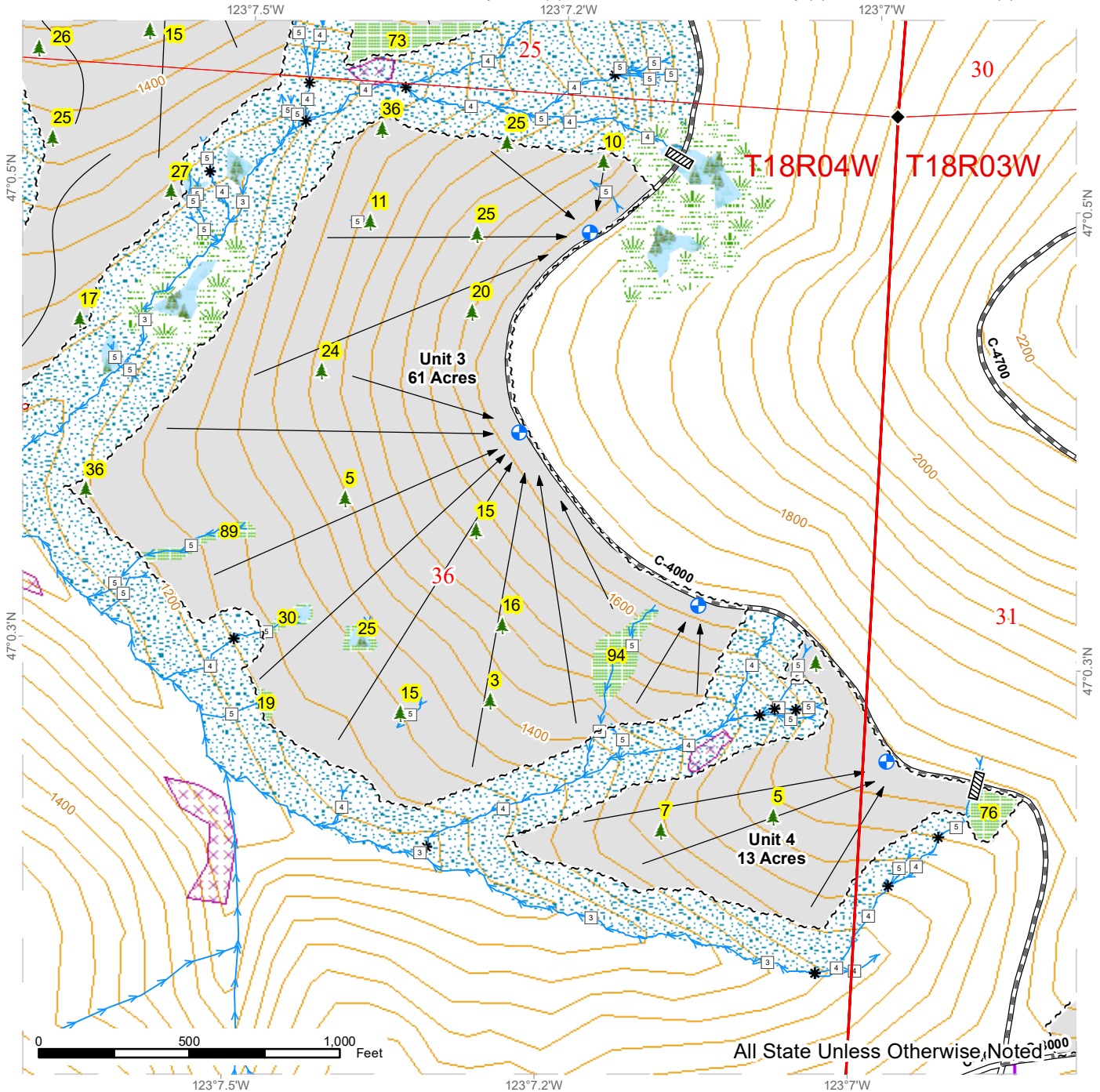
~ ~ ~ Sale Boundary Tags	↘ Ground Harvest	* Stream Type Break	□ Public Land Survey Sections
Variable Retention Harvest	→ Cable Harvest	▨ Culvert	⊕ Landing - Proposed
Leave Tree Area	Stream	Existing Roads	🌲 Leave Tree Area <1/4-acre
Riparian Mgt Zone	Required Pre-Haul Maintenance	Required Abandonment	Contours 40-foot
Forested Wetland	Required Abandonment	Stream Type	Public Land Survey Townships
Wetland Mgt Zone	Stream Type		
Tailhold Restriction Area			



# LOGGING PLAN MAP

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



All State Unless Otherwise Noted

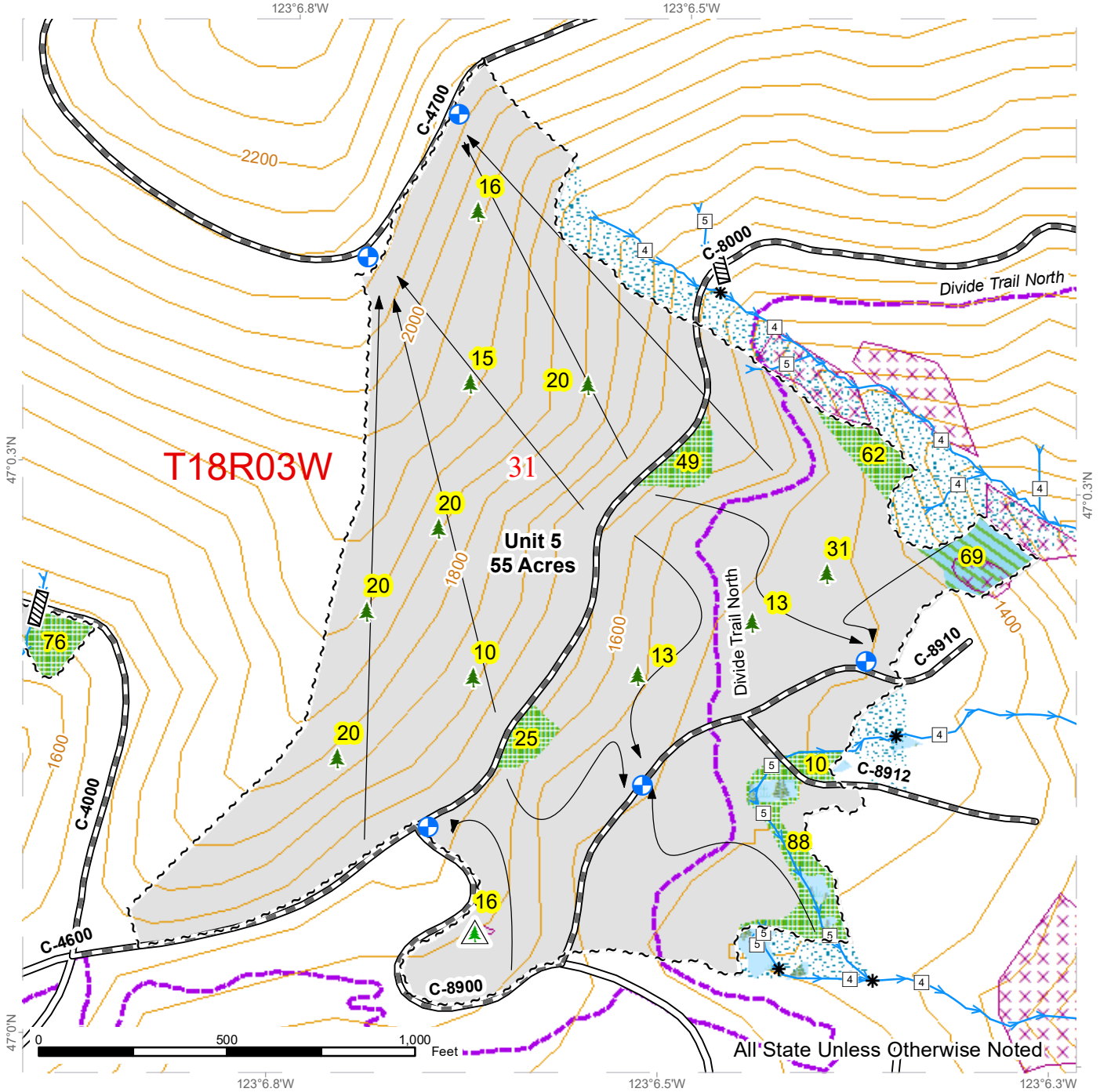
~ ~ ~ Sale Boundary Tags	↘ Ground Harvest	* Stream Type Break	▭ Public Land Survey Townships
▨ Variable Retention Harvest	→ Cable Harvest	▨ Culvert	▭ Public Land Survey Sections
▨ Leave Tree Area	↙ Streams	⊕ Landing - Proposed	
▨ Riparian Mgt Zone	⊔ Existing Roads	🌲 Leave Tree Area <1/4-acre	
▨ Forested Wetland	⊔ Required Pre-Haul Maintenance	— Contours 40-foot	
▨ Wetland Mgt Zone	⊔ Required Abandonment	— Motorized Trail	
▨ Tailhold Restriction Area	□ Stream Type		



# LOGGING PLAN MAP

SALE NAME: MARSHMALLOW  
 AGREEMENT#: 30-103589  
 TOWNSHIP(S): T18R3W, T18R4W  
 TRUST(S): Charitable/Educational/Penal & Reformatory Instit. (6), Common School and Indemnity (3), State Forest Transfer (1)

REGION: South Puget Sound Region  
 COUNTY(S): Thurston  
 ELEVATION RGE: 1000-2080



All State Unless Otherwise Noted

~ ~ ~ Sale Boundary Tags	↘ Ground Harvest	⊕ Landing - Proposed	□ Public Land Survey Sections
Variable Retention Harvest	→ Cable Harvest	🌲 Leave Tree Area <1/4-acre	
Non-Tradeable Leave Clump	🌊 Streams	🌲 Non-Tradeable Leave Trees	
Leave Tree Area	Existing Roads	— Contours 40-foot	
Riparian Mgt Zone	Required Pre-Haul Maintenance	— Motorized Trail	□ Public Land Survey Townships
Forested Wetland	* Stream Type Break		
Tailhold Restriction Area	▨ Culvert		



EASEMENT

PRO 18/12/2012

The grantor Al Parks and Lois A. Parks(his wife) of Olympia, Washington for and in consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid, receipt thereof is hereby acknowledged, grants and conveys to State of Washington, Department of Natural Resources, grantee, its successors and assigns, a permanent nonexclusive easement over and across the following described lands in Thurston County, State of Washington, to wit:

A strip of land 60 feet in width over and across portions of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 19, Township 18 North, Range 3 West, W. M., being 30 feet each side of the centerline of the existing road

as shown on the plat marked Exhibit A, attached hereto and by this reference made a part hereof.

The rights granted hereinabove shall be subject to the following terms and conditions:

1. The easement is conveyed for the sole purpose of constructing and/or maintaining a road to provide access to and from lands presently owned or hereinafter acquired by the grantee, or controlled by the grantee, for land management and administration activities, including but not limited to valuable material removal operations.
2. The grantor reserves to itself, its successors and assigns, the right to use, at its own risk, the roadway in any manner which does not unreasonably interfere with the use of said road by the grantee, its assigns, successors, agents, contractors, employees, or licensees. Said road users will, however, contribute their pro rata share to the maintenance costs caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

Real Estate Excise Tax Except Thurston County Treasurer  
By Deanne Stahl

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal this 9th day of August, 1967.

Al Parks (SEAL)  
Lois A. Parks (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

Approved by the Board of  
28th Sep 1967  
 JOSEPH T. CUMMINGS  
 Notary Public, Washington  
 By J. T. Cummings

On this day personally appeared before me A. L. Parks and Lois A. Parks, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same as their free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of August, 1967.

Mancel May  
 Notary Public in and for the State of Washington, residing at Olympia

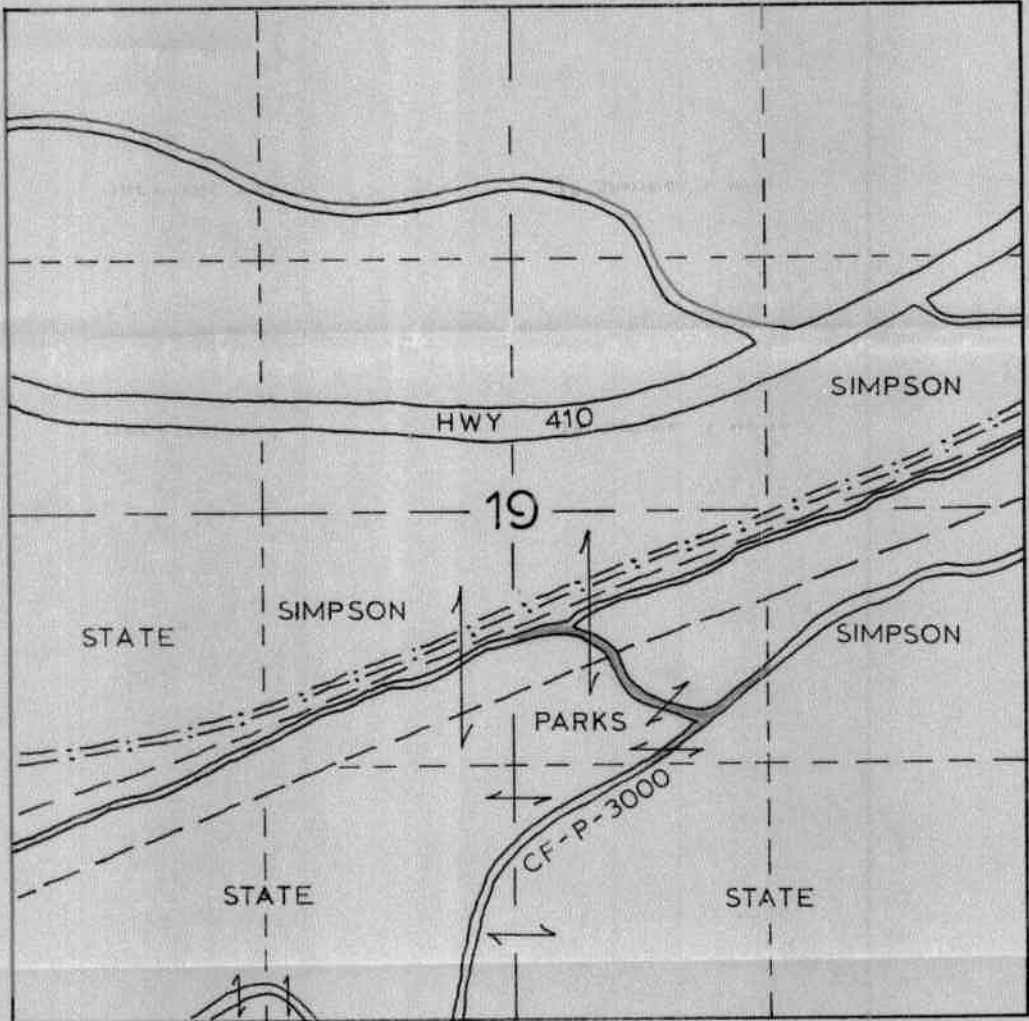
FILED  
 1967  
 M-158  
 5/1/61

1967  
St. of Wn.  
Des.

Dept of Natural Resources  
Box 168, Olympia, Wn. 98501






Section 19, Township 18 North, Range 3 West, W. M.



Scale: 1" = 1,000'

LEGEND

- Existing Roads      
- Pipeline R/W        
- Powerline R/W      

Drawn by: Roy E. Friis  
Date: August 1, 1967

EASEMENT

Seattle Trust and Savings Bank, a Washington corporation, mortgagee of that mortgage recorded April 24, 1967, under Thurston County Auditor's File No. 758958, in which said mortgage A. L. Parks and Lois Parks, husband and wife, are the mortgagors, in consideration of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, hereby consents to and joins in the conveyance by the said A. L. Parks and Lois Parks, husband and wife, to the State of Washington, Department of Natural Resources, its successors and assigns, of an easement for a road right of way 60 feet in width over and across portions of the Northwest Quarter of the Southeast Quarter of Section 19, Township 18 North, Range 3 West, W.M., as shown in red on the attached plat which is marked "Exhibit A."

Seattle Trust & Savings Bank, Successor to  
Olympia State Bank & Trust Company

*Avery R. Thomas*  
Avery R. Thomas, V. P.

Real Estate Excise Tax Exempt  
Thurston County Treasurer  
By *Diana Tall* Deputy

STATE OF WASHINGTON )  
  )  
COUNTY OF THURSTON )

On this 30th day of October, 1967, before me personally appeared Avery R. Thomas, to me known to be the Vice-President of the Seattle Trust and Savings Bank, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Seattle Trust and Savings Bank.

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

*Spencer B. Trickert*  
Notary Public in and for the State of  
Washington, residing at Olympia

*Copy of plat on file in records  
file 1168  
Olympia, Wn. 98501.*

INDEXED

*No fee*  
773807

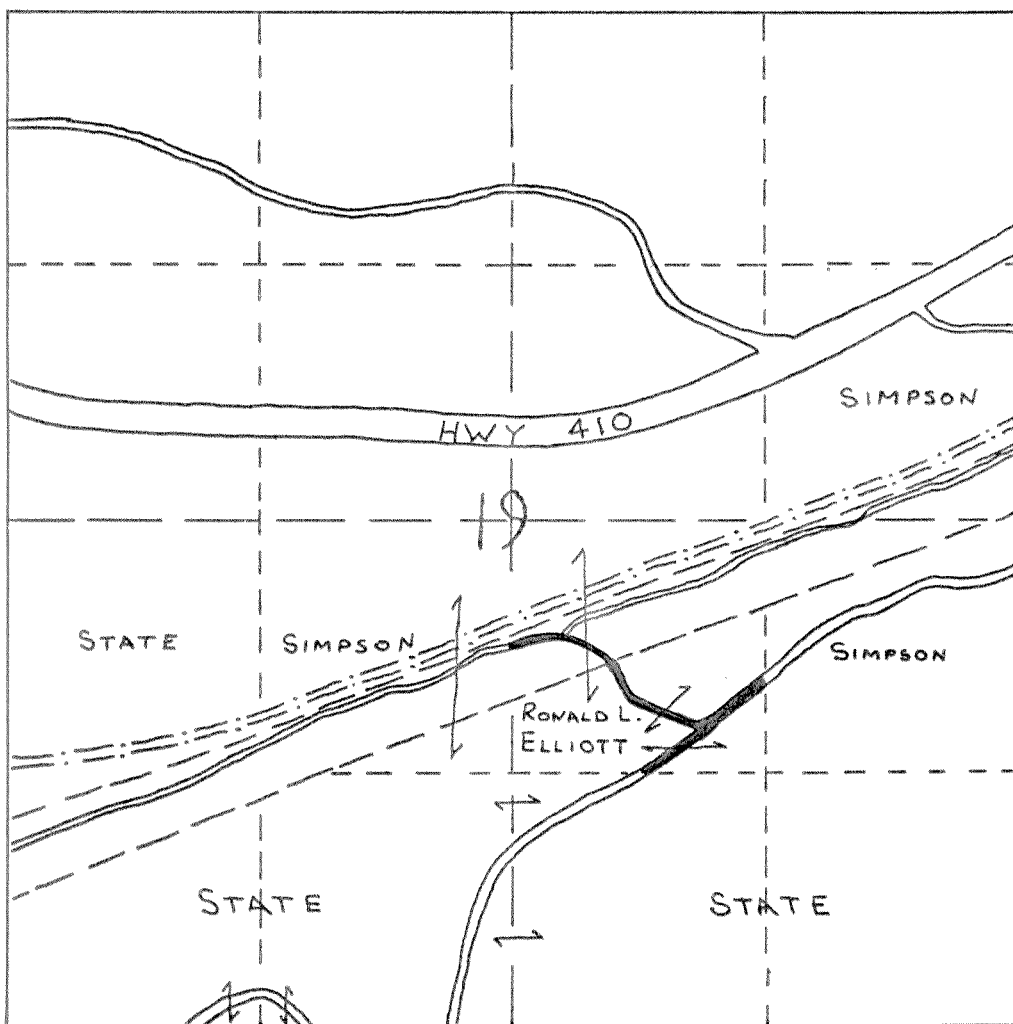
NOV 27 1 00 PM '67  
St. of Wn.  
*Res*

773807

PRO 10/12/2012




EXHIBIT A

Section 19, Township 18 North, Range 3 West, W. M.



Scale: 1" = 1,000'

LEGEND

- Existing Roads 
- Pipeline R/W 
- Powerline R/W 

Drawn by: Roy E. Friis  
Date: February 7, 1966

OL-CF-P-3000