

# TIMBER NOTICE OF SALE

SALE NAME: Giddy Up Log Sorts AGREEMENT NO: 30-084845 - 30-084854

AUCTION: November 17, 2009, starting at 10:00 a.m., South Puget Sound Region Office, Enumclaw, WA.
SALE LOCATION: Sale located approximately 4 miles east of Elbe.
PRODUCTS SOLD AND SALE AREA: All delivered logs, bounded by white timber sale boundary tags, the 8, 8-19 and 8-19-6 Roads and logged areas, except those trees marked with blue paint in Unit #1; all delivered logs bounded by white timber sale tags, private property boundary, except those trees marked with blue paint in Unit #1; all delivered logs bounded by white timber sale tags, private property boundary, except those trees marked with blue paint in Unit #1; all delivered logs bounded by white timber sale boundary tags, timber type change and private property boundary in Unit #3; all delivered logs bounded by orange right of way boundary tags meeting the specifications described below; on parts of Sections 19, 20, 29 & 30 all in

Township 15 North, Range 06 East, W.M., containing 207 acres, more or less.

Agreement #	Sort #	Species and Sort Specifications				Total Appraised Value	Bid Deposit		
				mbf	Tons	\$/mbf	\$/Ton	<u> </u> '	ļ
30-084845	1	DF high quality 8"- 24"dib SE	28	910	5,460	\$413.00		\$375,830.00	\$37,583.00
30-084846	2	DF sawlog 8"-18"dib SE	30	3,344	20,733	\$370.00		\$1,237,280.00	\$123,728.00
30-084847	3	DF Oversize 19"+ dib SE	26	1,876	9,380	\$342.00		\$641,590.00	64,159.00
30-084848	4	DF small sawlog 5-7" dib SE		256	1,894		\$44.10	\$83,540.00	8,354.00
30-084849	5	WH 8"+ dib SE	30	280	1,876	\$313.00		\$87,640.00	7,980.00
30-084850	6	WH 5"-7" dib SE		138	1,035		\$39.30	\$40,680.00	4,068.00
30-084851		RC sawlog 5"+ dib SE	28	31	205	\$772.00		\$23,930.00	\$2,393.00
30-084852	8	Cottonwood sawlog/peeler 12"+ dib SE	24	261	1,462	\$145.00		\$37,850.00	\$3,785.00
30-084853	9	Hardwood Utility 2"+ dib		29	261		\$27.60	\$7,200.00	\$720.00
30-084854	10	Conifer Utility 2"+ dib		100	900		\$29.50	\$26,550.00	\$2,655.00
Totals				7 225	43 206				

#### Totals

7,225 43,206

MINIMUM BID AND ESTIMATED LOG SORT VOLUMES:

#### **CERTIFICATION:**

This sale is certified under the Sustainable Forestry Initiative Standard (cert no: 164041) and the Forest Stewardship Council Standard (cert no: BV-FM/COC-080501). To learn about chain-of-custody and demonstrating that your timber is derived from a responsibly managed



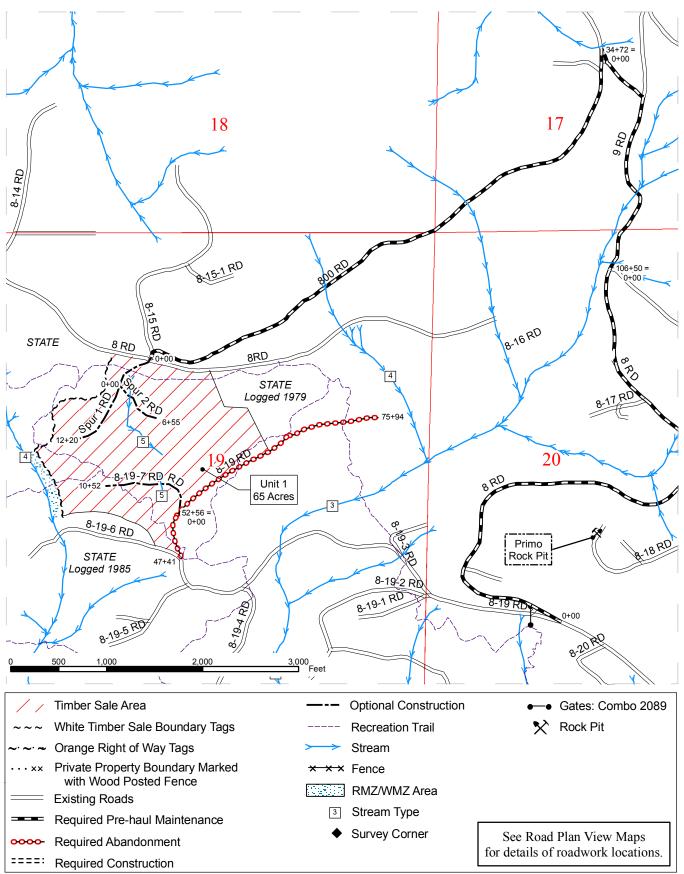
# TIMBER NOTICE OF SALE

	forest, please visit <u>www.fscus.org</u> .				
<b>BID METHOD:</b>	Sealed Bids	UNIT OF MEASURE:	MBF scale/Tonnage scale		
EXPIRATION DATE:	July 31, 2010	ALLOCATION:	Export Restricted		
PAYMENT SECURITY:	To be determined by the State as de	scribed in Clause P-041 of the	Purchaser's Contract.		
BIDDING PROCEDURES:	A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the South Puget Sound Region Office in Enumclaw, WA. Phone number (360) 825-1631.				
HARVEST AND DELIVERY COSTS:Purchaser must pay the forest excise taxes associated with the log sorts delivered The tax rate for this sale is 4.2%. Taxable Stumpage = Total Delivered Value - ( + Haul Cost + ARRF).					
	Actual harvest costs will be available following selection of harvester on December Estimated Haul Cost = (tons) ( $$2.63$ or $$3.63$ for poles) + tons ( $$0.16$ x C miles) + ( $$\x$ A miles)). Current A mile rate is $$0.09/A$ mile. Payment rate per A mile wi adjusted October 1, 2009. ARRF = $$22.25/mbf$ .				
SPECIAL REMARKS:	: The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All mbf loads will be weighed and scaled at State approved locations. All tonnage loads will be weighed at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.				
	Gate combo to locked gates accessin	ng the sale is 2089.			
	For more information regarding this http://www.dnr.wa.gov/htdocs/fr/sal South Puget Sound Region office at and Leasing Division Office in Olyn	es/. If you have questions cal (360) 802-7001 or Dave Rich	ll Audrey Mainwaring at the		
<b>CONFIRMATION:</b> Each sort is subject to confirmation following auction. No sorts will be confirmed least 10 days after all sorts are successfully auctioned. Final contract award is con upon the State's haul cost analysis. Actual haul route may vary and is subject to c State's discretion.					

#### TIMBER SALE MAP



REGION:South Puget Sound RegionCOUNTY(S):PIERCEELEVATION RGE:1446-2157 ft.



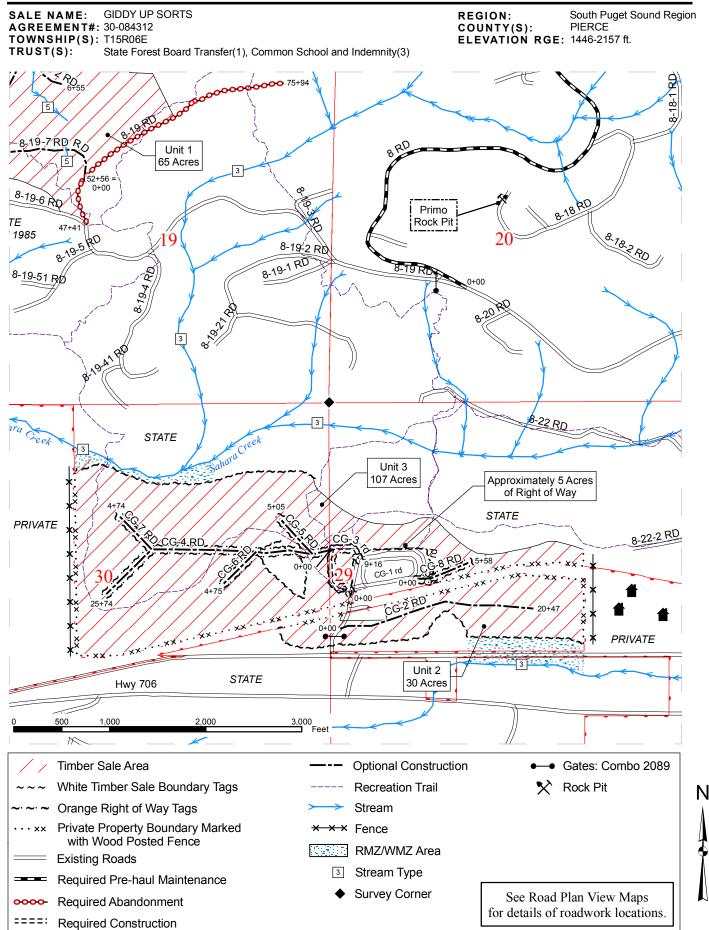
Prepared By: Carla F.

Creation Date: 7/7/2009

Modification Date: 8/17/2009

Ν

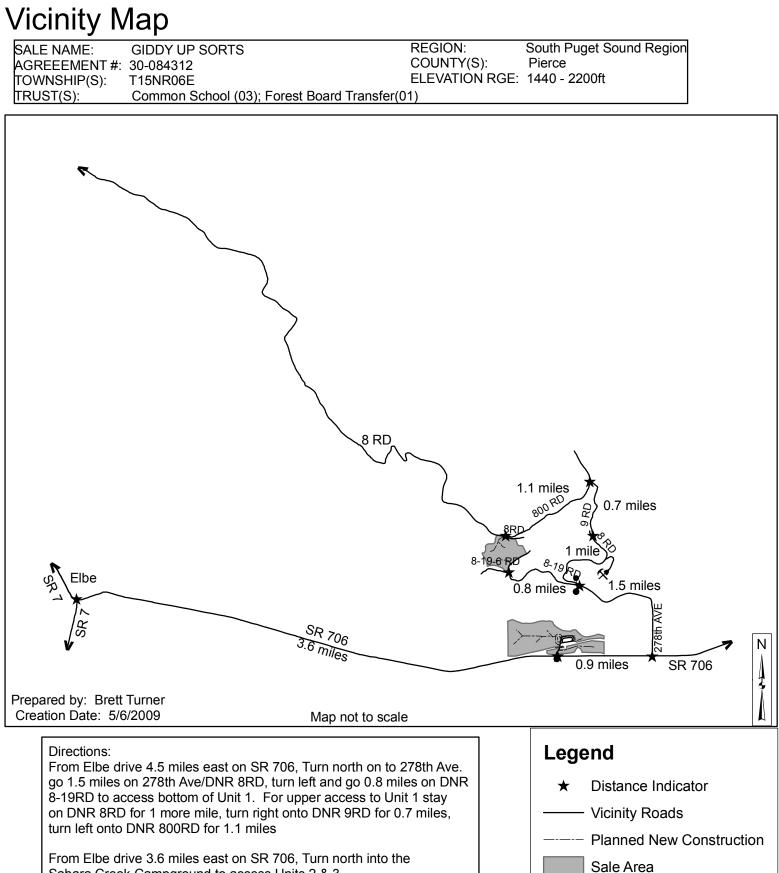
### TIMBER SALE MAP



Prepared By: Carla F.

Creation Date: 7/7/2009

Modification Date: 8/17/2009



Sahara Creek Campground to access Units 2 & 3.

1

Gates



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# **AGREEMENT NO. 30-084845**

# SALE NAME: Giddy Up Sorts #1

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery:</u> Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-084845	1	DF high quality 8" to 24" dib SE	'west side'	From Bid Form
Avenage T	~ T		Dunch agon's Ducfo	mud Log Longtha

Average Log Length	Purchaser's Preferred Log Lengths
28	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

## G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.
- G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification-</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by

the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

### G-055 Contract Termination

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

### G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

- d. Items contained in any other documents prepared for or by the State.
- G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

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

### [Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

Missort Payment Reduction =  $(B \times V) \times (.3)$ 

Where:

B = Bid rate from P-028 clause V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf

missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 3% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause

- V = mismanufactured Volume exceeding % threshold
- R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and

the number of lineal feet below the specified average log length, times 1% as follows:

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

Where:

$$\begin{split} B &= Bid \text{ rate from P-028 clause} \\ V &= \text{total delivered log Volume} \\ L &= Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>) \end{split}$$

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After

receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

Section L: Log Definitions and Accountability

L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

Section D: Damages

D-012 Liquidated Damages

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

D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State.

DRAFT

Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

### D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager			
Date:	Date:			
Address: [Purchaser Address here]				

DRAFT

### CORPORATE ACKNOWLEDGEMENT

STATE OF _	)	
COUNTY OF _	)	
On this	day of	, 20, before me personally
		to me known to be the
		of the corporation
that executed the v	within and foregoing instrur	nent and acknowledged said instrument to be the
free and voluntary	act and deed of the corpora	tion, for the uses and purposes therein mentioned,
and on oath stated	that (he/she was) (they were	e) authorized to execute said instrument and that
the seal affixed is	the corporate seal of said co	rporation.

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# **AGREEMENT NO. 30-084846**

# SALE NAME: Giddy Up Sorts #2

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery</u>: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084846	2	DF 8" to 18" dib SE	'west side'	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
30'	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

# G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification-</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

### G-055 Contract Termination

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

### G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

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

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

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

### [Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

Missort Payment Reduction =  $(B \times V) \times (.3)$ 

Where:

B = Bid rate from P-028 clause V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf

missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 3% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause

- V = mismanufactured Volume exceeding % threshold
- R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and

the number of lineal feet below the specified average log length, times 1% as follows:

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

Where:

$$\begin{split} B &= Bid \text{ rate from P-028 clause} \\ V &= \text{total delivered log Volume} \\ L &= Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>) \end{split}$$

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After

receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

Section L: Log Definitions and Accountability

L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

Section D: Damages

D-012 Liquidated Damages

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

D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State.

DRAFT

Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

### D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager	
Date:	Date:	
Address: [Purchaser Address here]		

DRAFT

## CORPORATE ACKNOWLEDGEMENT

STATE OF	)	
COUNTY OF	)	
On this	day of	, 20, before me personally
· · · · · · · · · · · · · · · · · · ·		to me known to be the
		of the corporation
that executed the v	within and foregoing instru	nent and acknowledged said instrument to be the
free and voluntary	act and deed of the corporation	tion, for the uses and purposes therein mentioned,
and on oath stated	that (he/she was) (they we	e) authorized to execute said instrument and that
the seal affixed is	the corporate seal of said co	prporation.

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# **AGREEMENT NO. 30-084847**

# SALE NAME: Giddy Up Sorts #3

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery</u>: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084847	3	DF Oversize 19" + dib SE	'west side'	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
26'	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

# G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification-</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

## G-055 Contract Termination

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

## G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

### payments from the security provided.

### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

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

## [Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

Missort Payment Reduction =  $(B \times V) \times (.3)$ 

Where:

B = Bid rate from P-028 clause V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf

missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause

- V = mismanufactured Volume exceeding % threshold
- R = Reduction factor
  - .2 = for mismanufacture, except for blue stain.
  - .4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and

the number of lineal feet below the specified average log length, times 1% as follows:

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

Where:

$$\begin{split} B &= Bid \text{ rate from P-028 clause} \\ V &= \text{total delivered log Volume} \\ L &= Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>) \end{split}$$

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After

receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

Section L: Log Definitions and Accountability

L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

Section D: Damages

D-012 Liquidated Damages

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

D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State.

DRAFT

Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

### D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager	
Date:	Date:	
Address: [Purchaser Address here]		

DRAFT

## CORPORATE ACKNOWLEDGEMENT

STATE OF _	)	
COUNTY OF _	)	
On this	day of	, 20, before me personally
		to me known to be the
		of the corporation
that executed the v	within and foregoing instrur	nent and acknowledged said instrument to be the
free and voluntary	act and deed of the corpora	tion, for the uses and purposes therein mentioned,
and on oath stated	that (he/she was) (they were	e) authorized to execute said instrument and that
the seal affixed is	the corporate seal of said co	rporation.

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# **AGREEMENT NO. 30-084848**

# SALE NAME: Giddy Up Sort 4

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery</u>: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084848	4	DF 5"-7" dib SE	'west side'	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
Does Not Apply	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

# G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification -</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

## G-055 Contract Termination

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

## G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

### payments from the security provided.

### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

## P-028 Payment For Logs Delivered

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

## [Amount per ton here]\$/ton

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

delivered that do not meet the sorting specifications in G-023, and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract are considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving missorts.

The Purchaser receiving missorted poles is required to pay the State for missorted poles at the Purchaser's bid price for the sort being delivered, under this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. The amount eligible for payment reduction can be no more than the difference between the amount owed to the state at the current contract rate and the amount the purchaser is actually able to recover from utiliziation or resale of the missorted pole volume.

Pole missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period. For the missort volume to be eligible for payment reduction the purchaser is responsible to provide copies of completed "Bill of Sale" invoices, third party scaling documentation, and any other relevant documentation necessary to account for the true cost to the Purchaser for the resale of missorted volume. Purchaser must demonstrate a good faith effort to achieve fair market value for missorted volume. The actual pole missort payment reduction amount granted is subject to Region Manager discression.

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

### P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and P-033 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause
V = mismanufactured Volume exceeding % threshold
R = Reduction factor
.2 = for mismanufacture, except for blue stain.
.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-033 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-030 or P-031. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-023:

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. Purchaser shall pay for logs delivered on a monthly basis. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

### Section L: Log Definitions and Accountability

## L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

## Section D: Damages

## D-012 Liquidated Damages

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

- D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance
  - a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
  - b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

DRAF'T

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

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

- r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.
- N = Number of days from work stoppage to time of payment
- D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager	
Date:	Date:	
Address: [Purchaser Address here]		

## CORPORATE ACKNOWLEDGEMENT

STATE OF _	)		
COUNTY OF _	)		
On this	day of	, 20, before me personally	
		to me known to be the	
		of the corporat	ion
that executed the v	within and foregoing instru	ument and acknowledged said instrument to be	the
free and voluntary	act and deed of the corpo	ration, for the uses and purposes therein menti-	oned,
and on oath stated	that (he/she was) (they we	ere) authorized to execute said instrument and	that
the seal affixed is	the corporate seal of said of	corporation.	

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# **AGREEMENT NO. 30-084849**

# SALE NAME: Giddy Up Sorts #5

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery</u>: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084849	5	WH 8" + dib SE	'west side'	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
30'	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

## G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

#### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification-</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

### G-055 Contract Termination

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

### G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

#### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

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

### [Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

Missort Payment Reduction =  $(B \times V) \times (.3)$ 

Where:

B = Bid rate from P-028 clause V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf

missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause

- V = mismanufactured Volume exceeding % threshold
- R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and

the number of lineal feet below the specified average log length, times 1% as follows:

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

Where:

$$\begin{split} B &= Bid \text{ rate from P-028 clause} \\ V &= \text{total delivered log Volume} \\ L &= Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>) \end{split}$$

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After

receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

Section L: Log Definitions and Accountability

L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

Section D: Damages

D-012 Liquidated Damages

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

D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State.

DRAFT

Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

#### D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager
Date:	Date:
Address: [Purchaser Address here]	

DRAFT

### CORPORATE ACKNOWLEDGEMENT

STATE OF _	)	
COUNTY OF _	)	
On this	day of	, 20, before me personally
		to me known to be the
		of the corporation
that executed the w	vithin and foregoing instru	nent and acknowledged said instrument to be the
free and voluntary	act and deed of the corpora	tion, for the uses and purposes therein mentioned,
and on oath stated	that (he/she was) (they we	e) authorized to execute said instrument and that
the seal affixed is t	he corporate seal of said co	prporation.

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

## **AGREEMENT NO. 30-084850**

# SALE NAME: Giddy Up Sort 6

## THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery</u>: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement No.	Sort #	Species/ Diameter	Scaling Rule	Destination
30-084850	6	WH 5-7" dib SE	'west side'	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
Does Not Apply	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

## G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

## G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

#### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification -</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

### G-055 Contract Termination

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

### G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

#### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

#### payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

### P-028 Payment For Logs Delivered

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

### [Amount per ton here]\$/ton

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

delivered that do not meet the sorting specifications in G-023, and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract are considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving missorts.

The Purchaser receiving missorted poles is required to pay the State for missorted poles at the Purchaser's bid price for the sort being delivered, under this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. The amount eligible for payment reduction can be no more than the difference between the amount owed to the state at the current contract rate and the amount the purchaser is actually able to recover from utiliziation or resale of the missorted pole volume.

Pole missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period. For the missort volume to be eligible for payment reduction the purchaser is responsible to provide copies of completed "Bill of Sale" invoices, third party scaling documentation, and any other relevant documentation necessary to account for the true cost to the Purchaser for the resale of missorted volume. Purchaser must demonstrate a good faith effort to achieve fair market value for missorted volume. The actual pole missort payment reduction amount granted is subject to Region Manager discression.

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

#### P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and P-033 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause
V = mismanufactured Volume exceeding % threshold
R = Reduction factor
.2 = for mismanufacture, except for blue stain.
.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-033 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-030 or P-031. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-023:

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. Purchaser shall pay for logs delivered on a monthly basis. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

- Section L: Log Definitions and Accountability
- L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

- Section D: Damages
- D-012 Liquidated Damages

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

- D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance
  - a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
  - b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

DRAFT

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

## D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

### STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager
Date:	Date:
Address: [Purchaser Address here]	

### CORPORATE ACKNOWLEDGEMENT

STATE OF _	)		
COUNTY OF _	)		
On this	day of	, 20, before me personally	
		to me known to be the	
		of the corporat	ion
that executed the v	within and foregoing instru	ument and acknowledged said instrument to be	the
free and voluntary	act and deed of the corpo	ration, for the uses and purposes therein menti-	oned,
and on oath stated	that (he/she was) (they we	ere) authorized to execute said instrument and	that
the seal affixed is	the corporate seal of said of	corporation.	

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

## AGREEMENT NO. 30-084851

# SALE NAME: Giddy Up Sorts #7

## THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery</u>: Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084851	7	RC 5" + SE dib	'west side'	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
28'	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

## G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

#### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification-</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

### G-055 Contract Termination

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

### G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

#### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

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

### [Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

Missort Payment Reduction =  $(B \times V) \times (.3)$ 

Where:

B = Bid rate from P-028 clause V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf

missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 3% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause

- V = mismanufactured Volume exceeding % threshold
- R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and

the number of lineal feet below the specified average log length, times 1% as follows:

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

Where:

$$\begin{split} B &= Bid \text{ rate from P-028 clause} \\ V &= \text{total delivered log Volume} \\ L &= Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>) \end{split}$$

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After

receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

Section L: Log Definitions and Accountability

L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

Section D: Damages

D-012 Liquidated Damages

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

D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State.

DRAFT

Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

#### D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager	
Date:	Date:	
Address: [Purchaser Address here]		

DRAFT

### CORPORATE ACKNOWLEDGEMENT

STATE OF _	)	
COUNTY OF _	)	
On this	day of	, 20, before me personally
		to me known to be the
		of the corporation
that executed the v	within and foregoing instrur	nent and acknowledged said instrument to be the
free and voluntary	act and deed of the corpora	tion, for the uses and purposes therein mentioned,
and on oath stated	that (he/she was) (they wer	e) authorized to execute said instrument and that
the seal affixed is	the corporate seal of said co	rporation.

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# AGREEMENT NO. 30-084852

# SALE NAME: Giddy Up Sorts #8

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery:</u> Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084852	8	Cottonwood 12" + dib SE	'west side'	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
24'	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

# G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

#### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification-</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

### G-055 Contract Termination

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

### G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

#### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

#### payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

P-028 Payment For Logs Delivered

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

### [Amount per mbf here]\$/mbf

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

P-030 Missorts and Payment Reduction for Delivered Logs

Logs delivered that do not meet the log sort and sorting specifications in G-023, where species are mixed, or are scaled over 1" out of tolerance of scaling diameter, and logs not meeting the minimum merchantability requirements as designated for this log sales contract per clause L-010, are considered missorts. The Purchaser receiving missorted logs is required to pay the State for missorted logs at the Purchaser's bid prices for the sort being delivered, under this contract.

However, when the missort volume amounts to more than 3% of the total delivered sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment amount to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of missorted volume in excess of the percentage threshold, times 30% as follows:

Missort Payment Reduction =  $(B \times V) \times (.3)$ 

Where:

B = Bid rate from P-028 clause V = missort Volume exceeding % threshold

Log missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third party scaling organization information is required to determine Scribner mbf

missort for payment reduction purposes. Value of missort will be derived from the applicable sort value as described in this contract.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 3% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause

- V = mismanufactured Volume exceeding % threshold
- R = Reduction factor

.2 = for mismanufacture, except for blue stain.

.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-032 Average Log Length and Payment Reduction

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-023, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State. The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028 by the total volume delivered, and

the number of lineal feet below the specified average log length, times 1% as follows:

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

Where:

$$\begin{split} B &= Bid \text{ rate from P-028 clause} \\ V &= \text{total delivered log Volume} \\ L &= Length in feet below specified average (rounded to nearest 1/10<sup>th</sup>) \end{split}$$

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. After

receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

Section L: Log Definitions and Accountability

L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

Section D: Damages

D-012 Liquidated Damages

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

D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State.

DRAFT

Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

#### D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager	
Date:	Date:	
Address: [Purchaser Address here]		

DRAFT

### CORPORATE ACKNOWLEDGEMENT

STATE OF	)	
COUNTY OF	)	
On this	day of	, 20, before me personally
· · · · · · · · · · · · · · · · · · ·		to me known to be the
		of the corporation
that executed the v	within and foregoing instru	nent and acknowledged said instrument to be the
free and voluntary	act and deed of the corporation	tion, for the uses and purposes therein mentioned,
and on oath stated	that (he/she was) (they we	e) authorized to execute said instrument and that
the seal affixed is	the corporate seal of said co	prporation.

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# AGREEMENT NO. 30-084853

# SALE NAME: Giddy Up Sort 9

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery:</u> Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084853	9	Hardwood Utility 2"+ dib SE	WS	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
Does Not Apply	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

## G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

#### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification -</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

### G-055 Contract Termination

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

### G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

#### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

### P-028 Payment For Logs Delivered

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

### [Amount per ton here]\$/ton

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

delivered that do not meet the sorting specifications in G-023, and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract are considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving missorts.

The Purchaser receiving missorted poles is required to pay the State for missorted poles at the Purchaser's bid price for the sort being delivered, under this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. The amount eligible for payment reduction can be no more than the difference between the amount owed to the state at the current contract rate and the amount the purchaser is actually able to recover from utiliziation or resale of the missorted pole volume.

Pole missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period. For the missort volume to be eligible for payment reduction the purchaser is responsible to provide copies of completed "Bill of Sale" invoices, third party scaling documentation, and any other relevant documentation necessary to account for the true cost to the Purchaser for the resale of missorted volume. Purchaser must demonstrate a good faith effort to achieve fair market value for missorted volume. The actual pole missort payment reduction amount granted is subject to Region Manager discression.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and P-033 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause
V = mismanufactured Volume exceeding % threshold
R = Reduction factor
.2 = for mismanufacture, except for blue stain.
.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-033 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-030 or P-031. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-023:

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. Purchaser shall pay for logs delivered on a monthly basis. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

- Section L: Log Definitions and Accountability
- L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

- Section D: Damages
- D-012 Liquidated Damages

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

- D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance
  - a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
  - b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

DRAFT

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

## D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager				
Date:	Date:				
Address: [Purchaser Address here]					

### CORPORATE ACKNOWLEDGEMENT

STATE OF	)		
COUNTY OF	)		
On this	day of	, 20	_, before me personally
		to m	ne known to be the
			of the corporation
that executed the v	within and foregoing instru	ument and acknowledge	ed said instrument to be the
free and voluntary	act and deed of the corpo	ration, for the uses and	purposes therein mentioned,
and on oath stated	that (he/she was) (they we	ere) authorized to execu	ute said instrument and that
the seal affixed is	the corporate seal of said of	corporation.	

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

Notary Public in and for the State of

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



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# LOG SALE AND PURCHASE CONTRACT

# **AGREEMENT NO. 30-084854**

# SALE NAME: Giddy Up Sort 10

# THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND [Purchaser Name here], PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001 Definitions: The following definitions apply throughout this contract.

<u>Contract Administrator</u>: Region Manager's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

<u>Delivery:</u> Occurs when logs meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

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

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

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

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

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

## G-011 Products Sold

Purchaser was the successful bidder on [Auction Date here] and sale was confirmed on [Confirmation Date here]. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-023 clause. Logs will be delivered from the Giddy Up Sorts Timber Sale described as parts of Section(s), 19, 20, 29, 30 Township 15 North, Range 6 East, W.M., in Peirce County.

## 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-023 Sorting Specifications

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

Agreement	Sort	Species/	Scaling	Destination
No.	#	Diameter	Rule	
30-084854	10	Conifer Utility 2"+ dib SE	WS	From Bid Form

Average Log Length	Purchaser's Preferred Log Lengths
Does Not Apply	Insert lengths from Bid Supplemental Information Form

Minimum trim is ten inches per scaling segment for west side scaling rules.

## G-024 Manufacturing Standards

All merchantable logs, except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting Purchaser's preferred log lengths and to achieve the average log length listed in clause G-023 with a minimum length of 12 feet for conifers and 8 feet for hardwoods.

The State will manufacture and deliver logs in a manner to optimize compliance with the following minimum specifications. Logs delivered not meeting these specifications are eligible for price reductions according to the P-031, Mismanufacture and Payment Reduction clause.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs in the peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- d. Surface characteristics for a high quality (HQ) log sort will have well scattered knots up to 1 <sup>1</sup>/<sub>2</sub> inches (Well scattered sound tight knots and knot indicators numbering not more than an average of one per foot of log length and may include logs with not more than two larger knots), and have a growth ring count of 7 plus rings per inch in the outer third top end of the log.

# G-026 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-023 clause. However, the Purchaser may make a request in writing to the State for a change in log delivery destination. If agreeable and in the best interest of the State, the State will approve in writing the Purchaser's request prior to log delivery to the new destination. Increased haul distance shall result in an increase in the P-028 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination change.

Purchaser may refuse loads delivered to the wrong destination.

#### G-027 Log Delivery Schedule and Conditions

- a. <u>Delivery hours</u> Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. <u>Improperly loaded trucks</u> It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. <u>Log Delivery Interruptions</u> The Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026 and D-027 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. <u>Required Acceptance of Daily Load Deliveries and Notification -</u> If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026 and D-027 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
  - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. <u>State Notification to Purchaser</u> The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- G-034 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending 08/31/2010.

G-053 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the State, must be formalized in writing and signed by Purchaser and State, and attached to this Log Sale and Purchase Contract as an addendum.

## G-055 Contract Termination

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

## G-056 Force Majeure

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

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

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-055 (Contract Termination).

G-061 Exclusion of Warranties

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

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

#### G-071 Limitation on Damage

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

G-112 Title

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

G-115 Forest Stewardship Council (FSC) Certification

Forest products purchased under this contract are certified as being in conformance with the Forest Stewardship Council Pacific Coast Regional Standard under FSC certificate number: BV-FM/COC-080501.

G-116 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative® Standard under SFI certificate number: 164041.

G-162 Agents

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

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

G-170 Assignment and Delegation

Purchaser shall assign no rights or interest in this contract 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 to become effective.

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-202 Notice

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

- G-026 Log Delivery Destination
- G-027 Log Delivery and Schedule Conditions
- G-211 Violation of Contract
- P-030 Missorts and Payment Reduction Option
- P-031 Mismanufacture and Payment Reduction Option

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

- G-211 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
  - b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
  - c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure

payments from the security provided.

#### G-241 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
- G-250 Compliance with all Laws

Purchaser shall comply with all applicable statutes, regulations and laws including but not limited to the applicable requirements of WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-25 (reporting requirements) and WAC 240-15-030 (enforcement).

G-252 Forest Excise Tax

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

G-253 Harvesting Cost Information

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

G-260 Venue

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

#### G-331 Contract Review

State may arrange with the Purchaser to review the provisions of this contract prior to the delivery of logs.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid [Initial Deposit Amount here] initial deposit, which will be maintained pursuant to RCW 79.15.100. If the Purchaser fails to complete all contractual obligations before the contract term expires, the initial deposit will be immediately forfeited to the State.

### P-028 Payment For Logs Delivered

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

### [Amount per ton here]\$/ton

Purchaser agrees to increase the above delivered log rate as approved by the State in the event the location of delivery is changed per the G-026 clause.

delivered that do not meet the sorting specifications in G-023, and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract are considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving missorts.

The Purchaser receiving missorted poles is required to pay the State for missorted poles at the Purchaser's bid price for the sort being delivered, under this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. The amount eligible for payment reduction can be no more than the difference between the amount owed to the state at the current contract rate and the amount the purchaser is actually able to recover from utiliziation or resale of the missorted pole volume.

Pole missort payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period. For the missort volume to be eligible for payment reduction the purchaser is responsible to provide copies of completed "Bill of Sale" invoices, third party scaling documentation, and any other relevant documentation necessary to account for the true cost to the Purchaser for the resale of missorted volume. Purchaser must demonstrate a good faith effort to achieve fair market value for missorted volume. The actual pole missort payment reduction amount granted is subject to Region Manager discression.

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

P-031 Mismanufacture and Payment Reduction

Logs delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths as described in the table in G-023 and P-033 and logs not meeting minimum log quality specifications for sweep, peeler sorts, untrimmed limbs and knots and blue stain in ponderosa pine as described in the G-024 clause are considered mismanufactured logs. The Purchaser receiving mismanufactured logs is required to pay the State for all mismanufactured logs at the Purchaser's bid prices for the sort(s) being delivered.

However, when the mismanufactured log volume amounts to more than 5% of the total sort volume, the Purchaser shall notify the State in writing prior to contract expiration and may, at the Purchasers discretion, reduce final payment to the State such that the payment reduction shall be calculated by multiplying the payment rate in P-028 by the amount of mismanufactured volume in excess of the percentage threshold, times a reduction factor as follows:

Mismanufacture Payment Reduction =  $(B \times V) \times (R)$ 

Where:

B = Bid rate from P-028 clause
V = mismanufactured Volume exceeding % threshold
R = Reduction factor
.2 = for mismanufacture, except for blue stain.
.4 = for mismanufacture related to blue stain.

Log mismanufacture payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

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

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

P-033 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-030 or P-031. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-023:

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

P-035 Purchaser Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-041 Payment Security for Logs Delivered

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

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

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-051 Billing and Payment Procedure for Logs Delivered

The State will compute and forward to Purchaser a billing statement of charges for logs delivered during the billing period at the delivered rate shown in P-028 clause. Purchaser shall pay for logs delivered on a monthly basis. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

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

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

- Section L: Log Definitions and Accountability
- L-010 Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered utility logs. Logs that do not meet minimum utility specifications are considered cull logs.

Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this harvesting contract.

L-014 Log Sorts Delivered to Incorrect Destination

The Purchaser has only agreed to purchase the log sort described in the G-023 clause. In the event a load of logs from a different sort not meeting the log sort is misdelivered to Purchaser, Purchaser may reject the load. If Purchaser receives a misdelivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load of logs, provisions in the P-030 clause shall apply.

L-072 Log and Load Reporting Service

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

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

L-080 West Side Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization.

Determination of volume and grade of all logs shall be made in accordance with the Westside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-111 Weighing and Scaling Authorization

The weighing and scaling facilities for this contract must be approved by the State. Prior to logs being hauled, the Contract Administrator must authorize in writing weighing and scaling facilities that are at or in-route to final destinations. No logs from this sale may be weighed/scaled at facilities, which are not currently approved for use by the State and are not currently authorized for this sale. The State reserves the right to verify load weights/scale with State employees and equipment at the State's own expense and revoke authorization of approved weighing and scaling locations.

- Section D: Damages
- D-012 Liquidated Damages

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

- D-026 Damages for Log Delivery Interruptions and Load Non-Acceptance
  - a. Purchaser's failure to accept delivery of logs due to an extended delivery interruption exceeding the limits as described in the G-027 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
  - b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.
- D-027 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056), either section a. or b. below will apply as determined by the State.

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

DRAFT

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

Where:

LD = Liquidated Damages

- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

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

Interest = 
$$r \times LD \times N$$

Where:

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

## D-033 Inadequate Log Accountability

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

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. When the State's harvesting contractor delivers logs meeting the sort specifications as described in this contract, the Purchaser agrees to pay the State for the delivered logs and is responsible for paying for any other weighing and/or scaling services or fees, as specified under the terms of this Log Sale and Purchase Contract.

## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

[Purchaser Name here] Purchaser	Randy Acker South Puget Sound Region Manager				
Date:	Date:				
Address: [Purchaser Address here]					

### CORPORATE ACKNOWLEDGEMENT

STATE OF	)		
COUNTY OF	)		
On this	day of	, 20, before me personally	y
		to me known to be the	
		of the corpora	tion
that executed the v	within and foregoing instru	ment and acknowledged said instrument to b	e the
free and voluntary	act and deed of the corpor	ation, for the uses and purposes therein ment	ioned,
and on oath stated	that (he/she was) (they we	re) authorized to execute said instrument and	l that
the seal affixed is	the corporate seal of said c	orporation.	

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 \_\_\_\_\_

# **Cruise Narrative**

Sale Name: Giddy Up Sorts		Region: South Puget Sound
Agree. #: 30-084312		District: Elbe
Lead cruiser: Ken McGee		Completion date:June16, 2009
Other cruisers on sale:	Phil Kirner	

## Unit acreage specifications:

Unit #	Cruised acres	Cruised acres agree with sale acres? Yes/No	If acres do not agree explain why.
#1	65	Yes	
#2	30	Yes	
#3	107	Yes	
ROW	5	Yes	
Total	207		

#### Unit cruise specifications:

Unit #	Sample type (VP, FP, ITS,100%)	Expansion factor (BAF, full/ half)	Sighting height (4.5 ft, 16 ft.)	Grid size (Plot spacing or % of area)	Plot ratio (cruise:cou nt)	Total number of plots
#1	VP	54.45/Full	4.5	225x225ft.	30:30	60
#2	VP	54.45/Full	4.5	4.5 225x200ft.		31
#3	VP	54.45/Full	4.5	225x225ft.	97:0	97
ROW	VP	54.45/Full	4.5	225x225ft.	97:0	97

### Sale/Cruise Description:

Minor species cruise intensity:	Minors	Minors were cruised with the same intensity as the major specie.					
Minimum cruise spec:		5 inch top or 40% of form point. 8 inch DBH minimum. Not less than 10 board feet.					
Avg ring count by sp:	<b>DF</b> =	$\mathbf{DF} = 8.0 \qquad \mathbf{WH} = \mathbf{SS} $					
Leave/take tree description:	Leave trees are banded with blue paint and are scattered throughout the sale area.						
Other conditions	ROW v	olume was generate	d using the	e average volum	ne per acre	in unit #3.	

#### **Field observations:**

This contract harvest sale is located approximately five miles east of Elbe on Hwy #706. The sale consists of three units totaling 207 acres. Unit #3 is a thinning by prescription and units #1&2 are a regeneration harvest. The stand consists of Douglas Fir with small amounts of Western Hemlock, Red Cedar, Cotton Wood and Red Alder. The timber is excellent quality with about 15% in a Fir peeler sort.

Grants: 01 – 59% 03 – 41%

Prepared by: Ken McGee

Title: Special Products Forester

CC:

TC PSPCSTGR	Species, Sort Grade - Board Foot Volumes (Project)       Elbe District																
T15N R06E S19	TyUN	Γ1			Project:	GI	DDY	UP						Page Date		1 16/20	
THRU T15N R6E S30 T	Ty <b>ROW</b>	r			Acres		207.0	0						Time		:42:4	
	%					Perc	ent of	Net Bo	oard F	oot Volu	ime			Avera	age Lo	g	Logs
S So Gr	Net		t. per Acre		Total			le Dia			Log I	ength	Ln	1 Dia	Bd	CF/	Per
Spp T rt ad	BdFt	Def%	Gross	Net	Net MBF	4-5	6-11	12-16	17+	12-20	21-30	31-35 36-99	Ft	In	Ft	Lf	/Acre
WHTD 2S	23	3.2	494	478	99			55	45			100	32	16	309	1.93	1.5
WHTD 3S	44	2.3	909	888	184		79	21	0			100	32	9	99	0.73	9.0
WHTD4S	33	4.7	684	652	135	58	42	0		18	40	42	18	5	22	0.28	29.9
WH Totals	4	3.3	2,087	2,019	418	19	48	22	11	6	13	81	21	7	50	0.52	40.4
WH D 2S	67	5.8	166	156	32				100			100	32		1004	5.00	.2
WH D 3S	17	40.0	40	40	8	70		01	100	70	11	100		19	518	2.73	.1
WH D 4S	16	48.8	71	36	8	79		21		79	11	10	8	4	5	0.23	7.0
WH Totals	0	15.9	277	233	48	12		3	84	12	2	86	8	5	32	0.72	7.3
DF T D SM	6	1.2	2,032	2,008	416				100			100	32	21	622	3.45	3.2
DF T D 2S	58	3.6	19,026	18,332	3,795			33	67			100	32		374	2.20	49.0
DF T D 3S	22	4.9	7,153	6,804	1,408		52	37	10	0	1	99	32	11	137	0.96	49.5
DF T D 4S	5	19.8	2,197	1,761	364	21	72	4	2	26	28	46	18	7	26	0.46	67.3
DF T MP2S	8		2,396	2,396	496		0	55	45		18	82		16	306	1.90	7.8
DF T MP3S	1		230	230	48		100					100	34	9	100	0.70	2.3
DF Totals	56	4.5		31,531	6,527	1	16	31	51	1	3	95	27			1.33	179.1
DF D SM		5.0	80	80	16			20	100			100	32		610	3.50	.1
DF D 2S DF D 3S	66 25	5.8 6.7	13,426 5,010	12,645 4,675	2,618 968		58	38 35	62 7		0	100 100	32 32	17 10	350 116	2.17 0.84	36.2 40.4
DF D 3S	23 7	21.8	1,869	1,461	302	34	62	4	,	21	22	57	17	6	20	0.35	40.4 74.4
DF MP2S	1		131	131	27		46	54				100	34	12	188	1.23	.7
DF MP3S	1		63	63	13		100					100	34	10	130	0.89	.5
DF Totals	34	7.4	20,577	19,054	3,944	3	20	35	43	2	2	97	25	10	125	1.09	152.3
	20	21.4	54	37	0		41	50				100	22	11	100	1 20	2
RA D 3S RA D 4S	29 71	31.4 38.0	54 141	57 88	8 18	25	41 75	59			17	100 83	32 21			1.28 0.55	.3 3.2
RA Totals	0	36.2	195	125	26	18	65	17			12	88	21			0.65	3.5
RA T D 3S	35	12.7	32	28	6	10	96	4			12	100		9		0.03	.3
RATD4S	65	10.1	57	52	11	30	70	•			29	71		6		0.38	1.6
RA Totals	0	11.0	90	80	17	19	79	1			19	81	27	6	41	0.50	1.9
CW T D 1P	3		54	54	11			~ ~	100			100	32			2.28	.1
CW T D 1S	55 27	1.6	750 550	738	153		4	28 26	68 57			100	32			2.35	1.8
CW T D 2S CW T D 3S	37	11.3	559 3	496 3	103 1		7 100	36	57			100 100	32 32			1.62 0.81	2.0 .0
CW T D 35 CW T D 4S	5	73.0	227	61	13	1	43	56	0	1	9	91		9		0.85	3.2
CW Totals	2	15.1	1,592	1,352	280	0	7	31	62	0	0	100	27	13	188	1.59	7.2
CW D 1P	5		79	79	16	1			100	İ		100	32	20	560	3.23	.1
CW D 1S	37	11.4	556	493	102			27	73			100	32	19	445	2.81	1.1
CW D 2S	40	5.9	566	532	110			79	21			100	32			1.45	2.5
CW D 3S	5	40.0	63	63	13	10	100	-	~		-	100		10	120		.5
CW D 4S	13	48.0	329	171	35	10	83	6	0	4	6	90	23			0.59	5.7
CW Totals	2	16.0	1,593	1,338	277	1	15	42	41	1	1	99	27	11	135	1.20	9.9
RC T D 3S	68	17.9	127	104	22		52	26	22			100	32	10	108	1.36	1.0

	PSPCSTGR District		S	pecies,	Sort G	rade - Boar	d Fo	ot V	olum	es (P	rojec	t)						
	5N R06E S19 THRU 5N R6E S30 T					Project: Acres	G	(DDY 207.0							Page Date Time	6/	2 16/20 :42:4	09
	S So Gr	% Net	Bd. F	t. per Acre	;	Total		cent of Log Sc			oot Voli	ıme Log L	ength	Ln	Avera Dia	ige Lo Bd	og CF/	Logs Per
Spp	T rt ad	BdFt	Def%	Gross	Net	Net MBF	4-5	6-11	12-16	17+	12-20	21-30	31-35 36-99	Ft	In	Ft	Lf	/Acre
RC	T D 4S	32	17.0	57	47	10	84	16			22	78		21	5	20	0.40	2.4
RC	Totals	0	17.6	184	152	31	26	41	18	15	7	24	69	24	7	45	0.77	3.3
Total	ls		6.3	59,629	55,882	11,568	2	18	32	47	2	3	95	25	10	138	1.16	405.0

TC PSTATS Elbe District		PAGE DATE	1 6/16/2009							
	SC TRACT	ſ	ТҮРЕ		AC	RES	PLOTS	TREES	CuFt	BdFt
	19 GIDDY S 30 GIDDY S		UNT1 ROW	THR		207.00	285	1,407	S	W
				TREES		ESTIMATED TOTAL		PERCENT SAMPLE		
	PLOTS	TREES		PER PLOT		TREES		TREES		
TOTAL	285	1407		4.9						
CRUISE	143	713		5.0		28,317		2.5		
DBH COUNT										
REFOREST										
COUNT	141	694		4.9						
BLANKS 100 %	1									
			ST	AND SUMN	IARY					
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR	155	48.8	18.7		21.5	92.9	20,577	19,054	4,096	4,094
DOUG FIR DOUG FIR-T	453	40.0 51.7	22.1		21.5	92.9 137.1	33.033	31,531	4,090 6,428	6,428
WHEMLOCK		4.6	7.6		0.5	1.5	277	233	44	44
WHEMLOCK-T		22.4	11.4		4.7	1.5	2,087	2,019	454	455
COTWOOD	12	2.9	20.8		1.5	7.0	1,593	1,338	320	320
COTWOOD-T	28	1.9	24.9		1.3	6.3	1,592	1,352	308	308
WR CEDAR-T	6	2.4	14.8		0.7	2.8	184	152	62	62
R ALDER	5	1.2	15.1	75	0.4	1.5	195	125	50	50
R ALDER-T	7	.9	13.4	63	0.3	.9	90	80	26	25
TOTAL	713	126 0	18.9	83	(1)	2656	59,629	55,882	11,789	11,786
CONFIDENCI 68.1	E LIMITS OF		LE		61.2 BE WITH	265.6 HIN THE SAN	,	,	11,702	11,700
68.1 CL 68.1	E LIMITS OF 1 TIMES O COEFF	THE SAMP UT OF 100 T	LE HE VOLU	JME WILL	BE WITH E <b>TREE</b> S	HIN THE SAN S - BF	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
68.1 CL 68.1 SD: 1.0	E LIMITS OF 1 TIMES O COEFF VAR.%	THE SAMP UT OF 100 T S.E.%	LE HE VOLU	JME WILL SAMPLI LOW	BE WITH E <b>TREES</b> AVG	HIN THE SAN S - <b>BF</b> HIGH	MPLE ERR	OR	,	INF. POP.
68.1 CL 68.1 SD: 1.0 DOUG FIR	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9	THE SAMP UT OF 100 T S.E.% 5.8	LE HE VOLU	JME WILL SAMPLI LOW 709	BE WITH E <b>TREES</b> AVG 753	HIN THE SAN <b>5 - BF</b> HIGH 796	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
68.1 SD: 1.0 DOUG FIR DOUG FIR-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5	THE SAMP UT OF 100 T S.E.% 5.8 3.1	LE HE VOLU	JME WILL SAMPLI LOW 709 797	BE WITH E <b>TREES</b> AVG 753 822	HIN THE SAN <b>5 - BF</b> HIGH 796 847	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2	THE SAMP UT OF 100 T 	LE HE VOLU	JME WILL <b>SAMPLI</b> LOW 709 797 341	BE WITH E <b>TREES</b> AVG 753 822 1,056	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 5 190.4	THE SAMP UT OF 100 T 5.E.% 5.8 3.1 67.7 29.4	LE HE VOLU	JME WILL SAMPLI LOW 709 797 341 213	BE WITH E <b>TREES</b> AVG 753 822 1,056 301	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2	THE SAMP UT OF 100 T 	LE HE VOLU	JME WILL SAMPLI LOW 709 797 341 213 535	BE WITH E <b>TREES</b> AVG 753 822 1,056	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3	THE SAMP UT OF 100 T 5.E.% 5.8 3.1 67.7 29.4 20.9	LE HE VOLU	JME WILL SAMPLI LOW 709 797 341 213	BE WITH E TREES AVG 753 822 1,056 301 676	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6	THE SAMP UT OF 100 T 5.E.% 5.8 3.1 67.7 29.4 20.9 10.7	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720	BE WITH E TREES AVG 753 822 1,056 301 676 806	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72	BE WITH E TREES AVG 753 822 1,056 301 676 806 113	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154	MPLE ERR	OR # OF TREES	REQ.	INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5	LE HE VOLU	JME WILL 3 SAMPLI LOW 709 797 341 213 535 720 72 71	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185	MPLE ERR	OR # OF TREES	REQ.	INF. POP. 1:
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI	BE WITH E TREES AVG 753 822 1,056 301 676 806 113 128 116 757 E TREES	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>5 - CF</b>	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1. 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.%	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.E.%	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG	HIN THE SAN 5 - BF HIGH 796 847 1,771 390 817 892 154 185 155 778 5 - CF HIGH	MPLE ERR(	OR # OF TREES 5	REO. 10 55	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.E.% 5.1	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156	HIN THE SAN 5 - BF HIGH 796 847 1,771 390 817 892 154 185 155 778 5 - CF HIGH 164	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156 165	HIN THE SAN 5 - BF HIGH 796 847 1,771 390 817 892 154 185 155 778 5 - CF HIGH 164 170	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156 165 183	HIN THE SAN 5 - BF HIGH 796 847 1,771 390 817 892 154 185 155 778 5 - CF HIGH 164 170 305	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46	BE WITH E TREES AVG 753 822 1,056 301 676 806 113 128 116 757 E TREES AVG 156 165 183 61	HIN THE SAN 5 - BF HIGH 796 847 1,771 390 817 892 154 185 155 778 5 - CF HIGH 164 170 305 77	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR DOUG FIR-T WHEMLOCK-T COTWOOD	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5 24.1	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156 165 183 61 165	HIN THE SAN 5 - BF HIGH 796 847 1,771 390 817 892 154 185 155 778 5 - CF HIGH 164 170 305 77 204	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46	BE WITH E TREES AVG 753 822 1,056 301 676 806 113 128 116 757 E TREES AVG 156 165 183 61	HIN THE SAN 5 - BF HIGH 796 847 1,771 390 817 892 154 185 155 778 5 - CF HIGH 164 170 305 77	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR DOUG FIR-T WHEMLOCK-T COTWOOD	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0 57.4	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5 24.1 11.0	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125 165	BE WITH AVG 753 822 1,056 301 676 806 113 128 116 757 E TREES AVG 156 165 183 61 165 186	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>5 - CF</b> HIGH 164 170 305 77 204 206	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0 57.4 89.9	THE SAMP UT OF 100 T 5.E.% 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.E.% 5.1 2.7 67.3 25.5 24.1 11.0 40.0	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125 165 29	BE WITH AVG 753 822 1,056 301 676 806 113 128 116 757 E TREES AVG 156 165 183 61 165 186 49	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>5 - CF</b> HIGH 164 170 305 77 204 206 69	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0 57.4 89.9 68.0	THE SAMP UT OF 100 T 5.E.% 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.E.% 5.1 2.7 67.3 25.5 24.1 11.0 40.0 33.8	LE HE VOLU	JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125 165 29 40	BE WITH AVG 753 822 1,056 301 676 806 113 128 116 757 E TREES AVG 156 165 183 61 165 186 49 60	HIN THE SAN <b>S - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>S - CF</b> HIGH 164 170 305 77 204 206 69 80	MPLE ERR(	OR # OF TREES 5 220 # OF TREES	REQ. 10 55 REQ.	INF. POP. 1 2 INF. POP. 1
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD COTWOOD-T WR CEDAR-T R ALDER R ALDER-T	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0 57.4 89.9 68.0 72.9	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5 24.1 11.0 40.0 33.8 29.7 2.5	LE HE VOLU	JME WILL 1 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125 165 29 40 36	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156 165 183 61 165 183 61 165 186 49 60 51 155	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>5 - CF</b> HIGH 164 170 305 77 204 206 69 80 66	MPLE ERR	OR # OF TREES 5 220 # OF TREES 5	REQ. 10 55 REO. 10 43	INF. POP. 1 20 INF. POP. 1
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER-T R ALDER-T TOTAL	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0 57.4 89.9 68.0 72.9 65.6 COEFF VAR.%	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5 24.1 11.0 40.0 33.8 29.7 2.5		JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125 165 29 40 36 152 TREES/ LOW	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156 165 183 61 165 186 49 60 51 155 <b>ACRE</b> AVG	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>5 - CF</b> HIGH 164 170 305 77 204 206 69 80 66 159 HIGH	MPLE ERR	OR # OF TREES 5 220 # OF TREES 5 172	REQ. 10 55 REO. 10 43	INF. POP. 1. 2. INF. POP. 1. INF. POP.
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER R A A A A A A A A A A A A A A A A A A A	E LIMITS OF 1 TIMES OF 1 TIMES OF 1 TIMES OF 1 COEFF VAR.% 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0 57.4 89.9 68.0 72.9 65.6 COEFF	THE SAMP UT OF 100 T 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5 24.1 11.0 40.0 33.8 29.7 2.5		JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125 165 29 40 36 <i>I</i> 52 TREES/	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156 165 183 61 165 183 61 165 183 61 165 186 49 60 51 <i>I</i> 55 <b>ACRE</b>	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>5 - CF</b> HIGH 164 170 305 77 204 206 69 80 66 159	MPLE ERR	OR # OF TREES 5 220 # OF TREES 5 172 # OF PLOTS	REO. 10 55 REO. 10 43 REQ.	,
CL 68.1 SD: 1.0 DOUG FIR DOUG FIR-T WHEMLOCK WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER R ALDER-T TOTAL CL 68.1 SD: 1.0 DOUG FIR-T WHEMLOCK-T COTWOOD-T WR CEDAR-T R ALDER R ALDER COTWOOD-T WR CEDAR-T R ALDER R A A A A A A A A A A A A A A A A A A A	E LIMITS OF 1 TIMES O COEFF VAR.% 71.9 65.5 136.2 190.4 69.3 55.6 81.4 89.5 82.9 74.2 COEFF VAR.% 63.7 57.1 135.4 165.2 80.0 57.4 89.9 68.0 72.9 65.6 COEFF VAR.%	THE SAMP UT OF 100 T 5.E.% 5.8 3.1 67.7 29.4 20.9 10.7 36.2 44.5 33.7 2.8 5.1 2.7 67.3 25.5 24.1 11.0 40.0 33.8 29.7 2.5 5.E.%		JME WILL 2 SAMPLI LOW 709 797 341 213 535 720 72 71 77 736 SAMPLI LOW 148 161 60 46 125 165 29 40 36 152 TREES/ LOW	BE WITH <b>E TREES</b> AVG 753 822 1,056 301 676 806 113 128 116 757 <b>E TREES</b> AVG 156 165 183 61 165 186 49 60 51 155 <b>ACRE</b> AVG	HIN THE SAN <b>5 - BF</b> HIGH 796 847 1,771 390 817 892 154 185 155 778 <b>5 - CF</b> HIGH 164 170 305 77 204 206 69 80 66 159 HIGH	MPLE ERR	OR # OF TREES 5 220 # OF TREES 5 172 # OF PLOTS	REO. 10 55 REO. 10 43 REQ.	INF. POP. 1: 2: INF. POP. 1: INF. POP.

TC PSI Fibe I	TATS District					OJEC' Roject	T STAT	ISTICS DDYUP			PAGE DATE	<b>2</b> 6/16/2009
TWP	RGE	SC	TRACT		ТҮРЕ		A	CRES	PLOTS	TREES	CuFt	BdFt
15N 15N	06E 6E	19 30	GIDDY SOF GIDDY SOF		UNT1 T	THR		207.00	285	1,407	S	W
CL	68.1		COEFF			TREI	ES/ACRE			# OF PLO	TS REO.	INF. POP.
SD:	1.00		VAR.	S.E.%	J	LOW	AVG	HIGH		5	10	15
WHE	MLOCK-	т	263.3	15.6		19	22	26				
	WILCOR-	1	503.8	29.8		2	3	4				
COTV	WOOD-T		523.2	31.0		1	2	2				
WR C	CEDAR-T		610.1	36.1		2	2	3				
R AL			1397.2	82.7		0	1	2				
	DER-T		937.0	55.5		0	1	1		404	101	54
TOTA	AL		110.1	6.5		128	137	146		484	121	54
CL	68.1		COEFF				AL AREA/	ACRE		# OF PLOTS	REQ.	INF. POP.
SD:	1.0		VAR.%	S.E.%	]	LOW	AVG	HIGH		5	10	15
DOU			156.8	9.3		84 128	93 127	101				
	G FIR-T MLOCK		116.1 889.3	6.9 52.6		128 1	137 1	146 2				
	MLOCK MLOCK-	Т	889.3 249.7	52.0 14.8		13	1	18				
	WOOD	-	456.6	27.0		5	7	9				
	WOOD-T		505.6	29.9		4	6	8				
WR C	CEDAR-T		577.2	34.2		2	3	4				
R AL			1117.3	66.1		0	1	2				
	DER-T		902.9	53.4		0	1	1		261	<i></i>	20
TOTA	AL		80.9	4.8		253	266	278		261	65	29
CL	68.1		COEFF			NET	BF/ACRE			# OF PLOTS	REQ.	INF. POP.
SD:	1.0		VAR.%	S.E.%		LOW	AVG	HIGH		5	10	15
DOUG			159.0	9.4		17,261	19,054	20,846				
	G FIR-T		121.9	7.2		29,256	31,531	33,806				
	MLOCK MLOCK-	т	1494.8 264.0	88.5 15.6		27 1,703	233 2,019	439 2,334				
	WOOD	1	453.1	26.8		979	1,338	1,697				
COTV	WOOD-T		506.8	30.0		946	1,352	1,757				
WR C	CEDAR-T		601.6	35.6		98	152	206				
R AL			1212.5	71.8		35	125	214				
	DER-T		915.5	54.2		37	80	123			60	2.0
TOTA	AL		82.5	4.9	-	53,155	55,882	58,610		272	68	30
CL	68.1		COEFF			NET	CUFT FT/	ACRE		# OF PLOTS	REQ.	INF. POP.
SD:	1.0		VAR.%	S.E.%	l	LOW	AVG	HIGH		5	10	15
DOUG			157.9	9.3		3,712	4,094	4,477				
	G FIR-T		119.6	7.1		5,973	6,428	6,883				
	MLOCK MLOCK-	т	1359.5 265.7	80.5 15.7		9 383	44 455	80 526				
	WLOCK-		451.4	26.7		235	433 320	406				
	WOOD-T		504.4	29.9		216	308	399				
	CEDAR-T		611.4	36.2		40	62	85				
R AL			1076.3	63.7		18	50	81				
	DER-T		887.2	52.5		12	25	39		2/5		•
TOTA	AL		81.5	4.8	1	11,218	11,786	12,355		265	66	29
	68.1		COEFF			TON	S/ACRE			# OF PLOTS	REQ.	INF. POP.
SD:	1.0		VAR.%	S.E.%	1	LOW	AVG	HIGH		5	10	15
DOU			157.8	9.3		106	117	128				
	G FIR-T MLOCK		119.6 1368.2	7.1 81.0		170 0	183 1	196 3				
	MLOCK MLOCK-	Т	265.7	81.0 15.7		12	1	3 17				
	WOOD	-	451.4	26.7		6	8	10				
	WOOD-T		504.4	29.9		5	8	10				
	EDAR-T		610.4	36.1		1	1	2				
R AL			1076.0	63.7		0	1	2				
	DER-T		888.6	52.6		0	1	1				
TOTA			81.6	4.8		319	335	351		266	66	30

TC PS Elbe l	TATS District	trict			P	ROJECT project		ISTICS DDYUP			PAGE DATE	<b>3</b> 6/16/2009
TWP	RGE	SC	C TRACT		TYPE		A	CRES	PLOTS	TREES	CuFt	BdFt
15N 15N	06E 6E	19 30	GIDDY SO GIDDY SO		UNT1 ROW	THR		207.00	285	1,407	S	W
CL	68.1		COEFF			V BAR	ACRE			# OF PLOTS I	REQ.	INF. POP.
SD:	1.0		VAR.%	S.E.%		LOW	AVG	HIGH		5	10	15
DOU	G FIR		82.2	4.9		186	205	224				
DOU	G FIR-T		48.4	2.9		213	230	247				
WHE	EMLOCK		1494.8	88.5		19	161	303				
WHE	EMLOCK	·Т	184.2	10.9		108	128	148				
COT	WOOD		276.1	16.3		141	192	244				
COT	WOOD-T		444.4	26.3		151	216	280				
WR C	CEDAR-1		497.5	29.4		34	53	72				
R AL	LDER 1212.5 71.8 24 86 148		148									
R AL	LDER-T 751.7 44.5 40 87 133											
TOT	<b>TOTAL</b> 82.5		4.9		200	210	221		272	68	30	

T15N R06E T15N R06E T15N R6E S	S29 TyUN	т 30.0			oject G] cres	IDDYUP 207.00			Page N Date: Time	lo 1 6/16/20 2:42:4		
s Total			Total	Total	Net Cul	oic Ft/	CF/	Total	CCF	Total MBF		
Species	Т	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net	
DOUG FIR	Т	10,696	37,076	37,923	124.39	35.89	1.33	13,306	13,305	6,838	6,527	
DOUG FIR		10,109	31,523	24,167	83.84	26.89	1.08	8,480	8,475	4,259	3,944	
WHEMLOCK	Т	4,640	8,328	3,010	20.29	11.30	0.53	941	941	432	418	
COTWOOD	Т	385	1,490	1,560	165.25	42.75	1.62	637	637	330	280	
COTWOOD		610	2,053	1,622	108.69	32.27	1.15	662	663	330	277	
WHEMLOCK		948	1,081	291	9.69	8.49	0.65	91	92	57	48	
WR CEDAR	Т	492	692	304	26.22	18.63	0.78	129	129	38	31	
R ALDER		242	727	283	42.36	14.12	0.67	103	103	40	26	
R ALDER	Т	194	400	148	27.08	13.16	0.50	54	53	19	17	
Tota	ls	28,317	83,371	69,308	86.16	29.26	1.15	24,402	24,398	12,343	11,568	

Wood Type	Total	1000	rotur	iter ou		017	10001				
Species	Trees	Logs	Tons	Tree	Log	LF	Gross	Net	Gross	Net	
С	26,885	78,701	65,695	85.34	29.15	1.15	22,947	22,943	11,625	10,969	
Н	1,432	4,670	3,613	101.61	31.15	1.19	1,456	1,455	718	599	
Totals	28,317	83,371	69,308	86.16	29.26	1.15	24,402	24,398	12,343	11,568	

TC P Elbe D			VB					Log	Stock	- MB	F									
T15N	N R TH	.06E HRU		yUN ROW			Project: GIDDYUP Acres 207.00										Page Date Time	6/1	1 .6/2009 42:42PN	Л
	s		Gr			Def	Net	%		N	let Volu	ıme by	Scaling	<u> Dian</u>	neter in I	Inches				
Spp	Т	rt	de	Len	MBF	%	MBF	Spc	2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28 2	9+
WH	Т	D	2S	32	102	3.2	99	23.7					35	32	15		15	1	1	1
WH	Т	D	3S	32	188	2.3	184	44.0			26	119	30	8	1					
WH	Т	D	4S	8	5	20.7	4	.9		4										
WH	Т	D	4S	10	2		2	.5		2										
WH	Т	D	4S	11	2		2	.4		2										
WH	Т	D	4S	13	1	100.0														
WH	Т	D	4S	16	1		1	.1		1										
WH	Т	D	4S	18	3		3	.7		1	2									
WH	Т	D	4S	19	12		12	3.0		12										
	Т		4S	20	1		1				1									
	Т		4S	21		5.2	9			8	1									
	Т		4S	23			11			11										
	Т		4S	25		8.5	34			34										
	Т		4S	28		88.8	0						0							
WH	Т	D	4S	32	57		56	13.5		3	30	23	0							
WH			Totals		432	3.3	418			78	60	142	65	40	15		15 7	1	1	1
WH		D	2S	32	34	5.8	32	67.1									/	8	10	8
WH		D	3S	32	8		8	17.3							8					
WH		D	4S	16	6		6	12.3		6										
WH		D	4S	28	8	88.8	1	1.8					1							
WH		D	4S	32	1	37.5	1	1.6					1							
WH			Totals	3	57	15.9	48	.4		6			2		8		7	8	10	8
DF	Т	D	SM	32	421	1.2	416	6.4							183	132	51	33	18	
DF	Т	D	2S	32	3,938	3.6	3,795	58.1					849	1212	767	460	261	125	88	32
DF	Т	D	3S	20	3		3	.0					3							
DF	Т	D	3S	22	4		4	.1				1	3							
DF	Т	D	3S	24	1		1	.0				1								
DF	Т	D	3S	26	4		4	.1					4							
DF	Т	D	3S	28	1		1	.0				1								
DF	Т	D	3S	29	3		3	.0			3	0								
DF	Т	D	3S	32	1,465	4.9	1,393	21.3			38	691	480	97	30	34	9	13		
DF	Т	D	4S	8	5	48.6	3	.0		1	1	1								
DF	Т	D	4S	9	1	90.8	0	.0			0									

TC I Elbe I			'B					Log	Stock	Table	- MB	F								
T15	N R Ti	.06E S HRU		yUNT				Proj Acre		GID	DYUP 207						Page Date Time		2 6/2009 42:42PN	м
	S				Gross	Def	Net	%		N	let Volu	ıme by	Scaling	g Dian	neter in l	Inches	-			
Spp	Т	rt e	de	Len	MBF	%	MBF	Spc	2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24	25-26	27-28 2	29+
DF	Т	D	4S	10	6	25.7	4	.1		1	1	2								
DF	Т	D	4S	11	1	12.0	1	.0		0	1	0								
DF	Т		4S	12	7		7	.1		2	3	2								
DF	Т		4S	13			3			1	1	1								
DF	Т		4S	14	7	4.8	6				4	2								
DF		D	4S	15	6	21.5	5			0	2	2	0							
DF	Т		4S	16		17.4	14			0	6	7	1							
DF	Т		4S	17	12	24.6	9			(	2	4	2	2						
DF	Т	D D	4S 4S	18 19		14.3 23.7	20	.3		6 0	7	4	1	2						
DF DF	T T		45 4S	20	20	25.7 15.9	7 17	.1 .3		2	1	2 10	4							
DF	T		43 4S	20	4	6.4	3			2 1	4	10	1							
DF	T		4S	21	18	15.2	15			3	4	8	1							
DF		D	4S	22	8	33.4	5			0	4	1	1							
DF	Т		4S	24	11	14.1	10			4	0	6								
DF	Т		4S	25	15	37.2	9			2	2	5	0							
DF	Т		4S	26	14	19.4	11			0	1	10								
DF	Т	D	4S	27	13	22.1	10			2	2	6								
DF	Т	D	4S	28	11	2.4	11	.2		6	3	2								
DF	Т	D	4S	29	15	52.4	7	.1		0	6	1								
DF	Т	D	4S	30	22	12.2	20	.3		4	6	9								
DF	Т	D	4S	31	5		5	.1		5										
DF	Т	D	4S	32	204	20.0	163	2.5		37	73	41	6		6					
DF	Т	MP	2S	26	90		90	1.4					10	65	15					
DF	Т	MP	2S	34	406		406	6.2				1	149	256						
DF	Т	MP	3S	34	48		48	.7				48								
DF			Totals	5	6,838	4.5	6,527	56.4		78	178	870	1513	1631	1000	626	321	171	106	32
DF		D	SM	32	16		16	.4								16				
DF		D	2S	32	2,779	5.8	2,618	66.4					707	880	377	280	120	134	49	71
DF		D	3S	29	4		4	.1			2	2								
DF		D	3S	32	1,033	6.7	964				79	476	312	70	7	20				
DF		D	4S	8	8	46.2	4	.1		1	2	1								
DF		D	4S	9	1		1	.0			1									
DF		D	4S	10		39.3	5				2	3								
DF		D	4S	11	5	59.6	2	.0		1		1								

TC PLC Elbe Dist		VB					Log	Stock Tab	e - MB	F								
T15N F	R06E HRU						Proj Acre		DDYU 201	P 7.00					Page Date Time		3 6/2009 42:42PN	Л
S	So		Log	Gross	Def	Net	%		Net Vol	ume by	Scaling	Dian	neter in ]	Inches				
Spp Т	rt		Len	MBF	%	MBF	Spc	2-4 5-5	6-7	8-11	12-15 1	6-18	19-20	21-22	23-24	25-26	27-28 2	9+
DF	D	4S	12	6	24.8	4	.1		3	1								
DF	D	4S	13	3	9.5	2	.1		2	1								
DF	D	4S	14	4	29.6	3	.1			3								
DF	D	4S	15		63.2	10	.3	-			1							
DF	D	4S	16		36.7	6	.1	4	2									
DF	D	4S	17	8	70.8	2	.1			2								
DF	D	4S	18		24.1	7	.2		1	5								
DF	D	4S	19		51.2	3	.1	1		1	1							
DF	D	4S	20		15.1	14	.3	2		9	1							
DF DF	D D	4S 4S	21 22	11 13	1.9	11 13	.3 .3	11		5								
DF	D	45 45	22	9	1.9 9.4	8	.5											
DF	D	4S	23 24		16.3	3	.1		2									
DF	D	4S	24	7	15.7	6			3		3							
DF	D	4S	26		26.2	8	.2			2	5							
DF	D	4S	27	9	15.2	7	.2			2								
DF	D	4S	28		20.0	1	.0		_	1								
DF	D	4S	29	8	4.1	8	.2	4	2									
DF	D	4S	31	10		10	.3	10	)									
DF	D	4S	32	194	15.6	163	4.1	46	82	28	8							
DF	MP	2S	34	27		27	.7			13	14							
DF	MP	9 3S	34	13		13	.3			13								
DF		Totals	8	4,259	7.4	3,944	34.1	103	198	574	1046	949	384	316	120	134	49	71
RA	D	3S	32	11	31.4	8	29.7			3	4							
RA	D	4S	8	0	100.0													
RA	D	4S	25	3		3	9.9	3	;									
RA	D	4S	29	1	50.0	0	1.9		0									
RA	D	4 <b>S</b>	32	26	40.8	15	58.5	2	5	8								
RA		Totals	3	40	36.2	26	.2	4	5	11	4							
RA T	D	3S	32	7	12.7	6	35.3			6	0							
RA T	D	4S	8	0	100.0													
RA T	D	4S	22	4	18.7	3	18.0	3	;									
RA T	D	4S	25	0		0	.7	(										
RA T	D	4S	29	0	50.0	0	.1		0									
RA T	D	4S	32	8	6.0	8	45.9	(	7	0								

TC I Elbe I			VB					Log	Stock 7	Fable	- MB	F								
T151	N R TI	R06E HRU		yUNT				Proj Acre		GID	DYU 207	P 7.00					Page Date Time		4 6/2009 42:42PI	м
	S	~ ~		Log	Gross	Def	Net	%		ľ	Net Vol	ume by	Scalin	g Dian	neter in l	Inches	•			
Spp	Т	rt	de	Len	MBF	%	MBF	Spc	2-4	5-5	6-7	8-11	12-15	16-18	19-20	21-22	23-24 2	25-26	27-28	29+
RA			Totals	3	19	11.0	17	.1		3	7	6	0							
CW	Т	D	1P	32	11		11	4.0						10	1					
CW	Т	D	1 <b>S</b>	32	155	1.6	153	54.6				6	23	26	25	36	27	0	9	1
CW	Т	D	2S	32	116	11.3	103	36.7			1	6	29	36	9	10	11			
CW	Т	D	3S	32	1		1	.2				1								
CW	Т	D	4S	8	0	100.0														
CW	Т	D	4S	10	0	100.0														
CW	Т	D	4S	12	1	100.0														
CW	Т	D	4S	15	1	92.1	0	.0		0										
CW	Т	D	4S	16	2	100.0														
CW	Т	D	4S	17	0	100.0														
CW	Т	D	4S	18	2	100.0														
CW	Т	D	4S	20	1	100.0														
CW	Т	D	4S	22	0	100.0														
CW	Т	D	4S	25	0	100.0														
CW	Т	D	4S	26	0	33.3	0	.0		0										
CW	Т	D	4S	29	1	25.0	1	.4			1									
CW	Т	D	4S	32	38	69.7	12	4.1			1	3	7			0				
CW			Totals	8	330	15.1	280	2.4		0	3	16	59	73	35	46	38	0	9	1
CW		D	1P	32	16		16	5.9							16					
CW		D	1 <b>S</b>	32	115	11.4	102	36.8					13	35		18	13	7		16
CW		D	2 <b>S</b>	32	117	5.9	110	39.8					72	29	9					
CW		D	3S	32	13		13	4.7				13								
CW		D	4S	10	1	100.0														
CW		D	4S	15	1		1	.5		1										
CW		D	4S	16	1	100.0														
CW		D	4S	17	3	100.0														
CW		D	4S	18	1	100.0														
CW		D	4S	20	1	100.0														
CW		D	4S	22	2	100.0														
CW		D	4S	25	3	100.0														
CW		D	4S	26	3	33.3	2	.8		2										
CW		D	4S	32	52	38.4	32	11.5			3	26	2			0				

TC Elbe		GST rict	VB					Log	Stock	Table	- MB	F								
	Τł	HRU		FyUN yROW				Proj Acre		GID	DYUI 207	) 7.00					Page Date Time	6/1	5 .6/2009 42:42P	
Spp	S T			Log Len	Gross MBF	Def %	Net MBF	% Spc	2-4	5-5	<b>let Vol</b> 6-7	<b>ume by</b> 8-11	7 <b>Scalin</b> 12-15		<b>19-20</b>	<b>Inches</b> 21-22	23-24	25-26	27-28	29+
CW			Total	s	330	16.0	277	2.4		4	3	39	88	64	26	18	13	7		16
RC	Т	D	3S	32	26	17.9	22	68.9			6	6	6	5						
RC	Т	D	4S	11	1		1	3.0		1										
RC	Т	D	4S	14	0		0	1.5		0										
RC	Т	D	4 <b>S</b>	18	1		1	2.4			1									
RC	Т	D	4S	22	1		1	2.7				1								
RC	Т	D	4S	25	6	33.3	4	12.7		4										
RC	Т	D	4S	27	3		3	8.8		3										
RC			Total	s	38	17.6	31	.3		8	6	6	6	5						
Total		All	Speci	es	12,343	6.3	11,568	100.0		284	461	1665	2782	2762	1468	1006	514	321	175	129

Dr         1         0         35         2         1.1         4.6.51	T15N Twp	R	ge	Se	ec	Tract	DTC	Туре	Acr		Plots	-	ble Trees		T15N R Page Date	1		<u>[1</u>
Spp     i     i     i     j					9 (	GIDDY SU	KIS	UNII	0							2:2	29:07PM	[
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $										Т	ons by Sca	aling D	iameter i	n Inche	es			
DF         T         D         SS         SS         DI         DI         DI         SS         SS         DI         DI         SS         SS         DI         T         D         AS         D         D         AS         D         D         AS         D         D         D         D         D         D         D         D         D         D         D         D         D         D         D         D         D <thd< th=""> <!--</th--><th>Spp 1</th><th>rt (</th><th>de</th><th>Len</th><th>SED</th><th>Tons</th><th>2-4</th><th>5-5</th><th>6-7</th><th>8-11</th><th>12-15</th><th>16-18</th><th>19-2021</th><th>-22</th><th>23-24 25-</th><th>26</th><th>27-28</th><th>29+</th></thd<>	Spp 1	rt (	de	Len	SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021	-22	23-24 25-	26	27-28	29+
Dr         1         D         35         32         11.3         4.65         77         2242         1709         56         39             DF         T         D         45         8         7.5         113	DF T	D	SM	32	21.2	2,013							840	669	250	169	85	
Dr         T         D         4S         S         72         1           0F         T         0         4S         8         7.5         13         4         4         12         5         7         5         5         6         6         3         3         5         5         7         3         6         6         3         3         5         5         7         3         6         6         3         3         5	DF T	D	2S	32	17.1	10,748					2399	3439	2134	1522	611	337	218	88
Pir         T         D         4S         8         75         13         4         6         3         3	DF T	D	3S	32	11.3	4,651			72	2242	1709	362	132	95	39			
Pr         T         D         4S         N         7,5         13         0         -5         13         0         -5	DF T	D	4S		7.2													
Dr         T         D         4S         11         70         5           T         D         4S         12         70         5           T         D         4S         12         70         24         6         15         10         4         4         5         7           DF         T         D         4S         14         7.2         30         6         18         13         20         7         6         6         7		D		8		13			6	3	3							
Dr         T         D         48         12         7.0         2.4         6         6          10 </td <td>DF T</td> <td>D</td> <td>4S</td> <td>10</td> <td></td> <td>20</td> <td></td> <td>4</td> <td>4</td> <td>12</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	DF T	D	4S	10		20		4	4	12								
DF         T         D         4S         13         40         66         6         18         13         13         20         14         15         7.7         33         14         7.2         30         15         7.7         33         15         7.7         33         52         52         12         14         13         20         15         7.7         33         16         17         13         20         15         7.7         33         57         30         16         30         16         30         16         30         16         30         16         30         17         13         20         17         14         13         20         30																		
DF         T         D         45         16         7         7         33         11         20           DF         T         D         45         16         81         77         33         13         20           DF         T         D         45         17         33         60         17         32         52         12         45         16         81         77           DF         T         D         45         18         75         77         70         43         34         30         77         70         70         70         45         21         70         11         70         14         30         77         70									15	10							I	
DF       T       D       4.8       15       7.7       3.3       13       20       23       52       12       12       12       12       12       12       13       20       23       52       13       13       14       86       14       14       86       14       14       86       14       12 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td>6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>I</td><td></td></t<>							6										I	
DF         T         D         4.8         16         8.1         74         23         52         17         33         12         14         34         17         35         17         18         75         17         13.5         30         17         32         12         30         30         12         30         3																	I	
DF         T         D         4.8         17         8.3         600          17         32         12          I <thi< th=""> <thi< th=""> <thi< th="">         &lt;</thi<></thi<></thi<>																	I	
DF         T         D         4.8         1.8         7.5         7.7         4.4         3.4         3.0											10						I	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $											12							
DF       T       D       4S       20       8.5       8.8       10       7.8       11       11       13       57       5       5       64       26       26       26       27       8       90       12       12       12       31       57       5       60       31       31       31       31       31       31       35       7       7       14       60       7										54	30							
DF       T       D       4S       21       7.0       11       11       11       33       57         DF       T       D       4S       22       7.8       90       33       57         DF       T       D       4S       23       6.4       26       12       12       12       12       12       12       12       14       86         DF       T       D       4S       26       8.7       99       14       86       14       60       14       60       14       60       14       60       14       60       14       60       14       60       14       60       14       60       11       11       11       65       344       69       11       11       11       11       11       11       11       11       11       11       11       11       11       11       11       11       11       11       12       11       12       11       12       11       11       11       11       11       11       11       11       11       11       11       11       11       11       11       11       11 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>10</td><td>78</td><td>50</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>									10	78	50							
DF       T       D       4S       22       7.8       90       33       57       26       12       14       86       14       15       12       12       14       86       14       14       86       14       12       14       10       12 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>																		
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	DF T	D				90			33	57								
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	DF T	D	4S	23	6.4	26			26									
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	DF T	D	4S	24	9.0	12				12								
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	DF T	D	4S	25	6.0	31			31									
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $				26					14	86								
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $									14	60								
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$																		
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $							17			60	14							
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $							21				47		110					
DF       T       MP       2S       34       15.5       1,480        604       877  <		D	45	32	7.0	/18	31		242	285	47		112				<u> </u>	
DF       T       MP       3S       34       8.0       77       77       4883       5021       3288       2286       901       506       303       88         DF       Totals       12.3       21214       128       4       666       3141       4883       5021       3288       2286       901       506       303       88         DF       Totals       12.3       21.214       128       4       666       3141       4883       5021       3288       2286       901       506       303       88         WH       T       D       2S       32       17.1       310	DF T	MP	2S	26	16.8	478					65	344	69					
Graded       12.3       21214       128       4       666       3141       4883       5021       3288       2286       901       506       303       88         DF       Totals       12.3       21,214       128       4       666       3141       4883       5021       3288       2286       901       506       303       88         WH       T       D       2S       32       17.1       310        477       88       90       85          WH       T       D       3S       32       9.1       485        477       88       90       85	DF T	MP	2S	34	15.5	1,480					604	877						
Graded       12.3       21214       128       4       666       3141       4883       5021       3288       2286       901       506       303       88         DF       Totals       12.3       21,214       128       4       666       3141       4883       5021       3288       2286       901       506       303       88         WH       T       D       2S       32       17.1       310        477       88       90       85          WH       T       D       3S       32       9.1       485        477       88       90       85	DF T	MP	3S	34	8.0	77				77								
WH T       D       2S       32       17.1       310       47       88       90       85         WH       T       D       3S       32       9.1       485       39       353       45       48       47       88       90       85         WH       T       D       3S       32       9.1       485       39       353       45       48       47       88       90       85         WH       T       D       3S       32       9.1       485       39       353       45       48       47       88       90       85       60	Graded				12.3	21214	128	4	666	3141	4883	5021	3288	2286	901	506	303	88
WH       T       D       3S       32       9.1       485       39       353       45       48           WH       T       D       4S       6.0       8       14	DF		Tot	als	12.3	21,214	128	4	666	3141	4883	5021	3288	2286	901	506	303	88
WH T D 4S       6.0         WH T D 4S 13       10.0       8         WH T D 4S 15       4.0       8         WH T D 4S 21       7.0       14         WH T D 4S 25       2.0       38         WH T D 4S 26       4.0         WH T D 4S 25       2.0         WH T D 4S 26       3.0         WH T D 4S 25       2.0         State	WH T	D	2S	32	17.1	310					47	88	90		85			
WH T D       4S       13       10.0       8       8       8         WH T D       4S       15       4.0       8       8       14       14         WH T D       4S       21       7.0       14       14       14       14         WH T D       4S       25       2.0       38       38       14       14       14         WH T D       4S       26       4.0       24       24       14	WH T	D	3S	32	9.1	485			39	353	45	48						
WH T D       4S       15       4.0       8       8       14       14         WH T D       4S       21       7.0       14       14       14       14         WH T D       4S       25       2.0       38       38       14       14       14         WH T D       4S       26       4.0       24       24       14       14       14       14         WH T D       4S       29       2.0       51       51       51       51       51       51       51       51       51       51       51       53       63       1008       122       36       86       361       91       136       90       85         WH       Totals       6.3       1,008       122       36       86       361       91       136       90       85			4S		6.0												I	
WH T D       4S       21       7.0       14       14       14         WH T D       4S       25       2.0       38       38       14       14         WH T D       4S       26       4.0       24       24       14       14       14         WH T D       4S       26       4.0       24       24       14       14       14       14         WH T D       4S       26       4.0       24       24       14       14       14       14       14         WH T D       4S       26       51       51       51       16       16       16       16       16         Graded       6.3       1008       122       36       86       361       91       136       90       85         WH< Totals										8							I	
WH T D       4S       25       2.0       38       38       38         WH T D       4S       26       4.0       24       24       40       40         WH T D       4S       29       2.0       51       51       51       51       51         WH T D       4S       32       5.5       70       36       33       33       33         Graded       6.3       1008       122       36       86       361       91       136       90       85         WH       Totals       6.3       1,008       122       36       86       361       91       136       90       85							8										I	
WH T D       4S       26       4.0       24       24       5       5       5       5       5       70       36       33       5       70       36       33       4       91       136       90       85 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>_</td> <td></td> <td>14</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>I</td> <td></td>							_		14								I	
WH T D       4S       29       2.0       51       51       33       51																		
WH T D       4S       32       5.5       70       36       33       91       136       90       85         Graded       6.3       1008       122       36       86       361       91       136       90       85         WH       Totals       6.3       1,008       122       36       86       361       91       136       90       85																	l	
Graded         6.3         1008         122         36         86         361         91         136         90         85           WH         Totals         6.3         1,008         122         36         86         361         91         136         90         85							51	26	22								I	
WH         Totals         6.3         1,008         122         36         86         361         91         136         90         85		U	43	32			122			361	91	136	90		85		l	
			Tot	als														
		P			9.9	205	122	50	48		53	52	70		05			

TC TL	.OGS	TVT_	SED				Lo	g Stock	Table	- TONS	S(SED)	)		
Elbe Di	stric	t					]	Project:	G	GIDDYU	Р			
T15N	R0	6E S	19 TU	JNT1									T15N R06E	S19 TUNT1
Twp 15N		lge 6E	Se 1		Tract GIDDY SO	RTS	Type UNT1	Acr 6	res 5.00	Plots 60	Samı	ple Trees 146		2 5/16/2009 2:29:07PM
S	So	Gr	Log						Т	ons by Sc	aling D	iameter in Incl	nes	
Spp T	rt	de	Len	SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021-22	23-24 25-26	27-28 29+
RC T	D	4S	14	4.3	11	6	5							
RC T	D	4S	18	6.0	9			9						
RC T	D	4S	22	8.0	11				11					
RC T	D	4S	29	4.0	36	36								
RC T	D	4S	31	2.0	34	34								
Graded				5.4	305	75	5	56	63	53	52			
RC		Tot	als	5.4	305	75	5	56	63	53	52			
СШ Т	D	1 <b>S</b>	32	21.2	174						20	59	57	38
CW T	D	4S	16	8.0	3				3					
CW T	D	4S	18	10.0	4				4					
CW T	D	4S	20	11.0	4				4					
CW T	D	4S	32	13.9	42					28	14			
Graded				16.4	228				12	28	34	59	57	38
CW		Tot	als	16.4	228				12	28	34	59	57	38
RA T	D	3S	32	9.0	55				55					
RA T	D	4S	24	4.0	12	12		1						
	D	4S	30	3.0	15	15								
RA T	D	4S	32	7.0	53			53						
Graded				5.6	135	27		53	55					
RA		Tot	als	5.6	135	27		53	55					
Total All	Spec	cies			22,890	352	45	862	3631	5055	5243	3437 2286	5 1043 50	6 340 88

Elbe D		TVT_	SED					Stock '		- TONS		)					
Г15N Гwр 15N	R O	ge 6E	S 2	ec	2 Tract GIDDY SC	ORTS	Type UNT2	Acr 3	0.00	Plots 31		ple Trees 77		Page Date Time	1 6/1	29 TUN 6/2009 29:07PN	
			Log		_					ons by Sca		iameter i					
Spp T	rt	de	Len	SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021	-22	23-24 25	-26	27-28	29+
DF T	D	2S	32	18.1	4,298					537	1190	727	627	704	256	191	64
DF T	D	3S	20	14.0	15					15							
DF T	D	3S	22	11.2	26				9	17							
DF T		3S	24	8.0					10								
DF T			26	14.0						21							
DF T			28	9.0				07	12								
DF T		3S		7.0				27	526	542	100	60	70		64		
DF T			32	10.9		ļ		93	536	543	182	69	70		64		
DF T		4S		6.1													
DF T		4S	8	5.0			5										
DF T		4S		4.0		3											
DF T DF T		4S 4S	12 13	6.0 8.1				4	4								
DF T			15 14	11.0				4	4 5								
DF T			15	4.0		6			5								
DF T			16	8.4		Ũ		11	10	8							
DF T			17	5.5		6			5	6							
DF T	D	4S	18	8.5	31			12		7	12						
DF T	D	4S	19	9.0	7				7								
DF T			20	10.2					8	8							
DF T			21	2.6		10			8								
DF T			22	8.7					17	9							
DF T			23 24	6.0		14		10	10								
DF T DF T		4S 4S		3.8 9.5		14			48 21								
DF T		4S	25 26	2.9		14			21								
DF T			27	9.0					12								
DF T			29	11.0					12								
DF T	D	4S	30	11.0	14				14								
DF T	D	4S	32	5.3	374	41	203	97	32								
DF T	MP	2S	34	14.2	195					62	134						
DF T	MP	35	34	9.5	243				243								
Graded		20		10.0		94	208	258	1033	1233	1517	796	697	704	319	191	64
DF		Tot	als	10.0		94	208		1033	1233	1517	796	697	704	319	191	64
CW T	D	1P	32	17.0	49						49						
CW T	D	1 <b>S</b>	32	16.1	498		_		25	125	97	49	152	49			
CW T	D	2S	32	14.2	498			15	41	134	174	32	51	50			
CW T		4S	0	7.9				~									
CW T		4S	8	7.0			2	2									
CW T CW T			10 12	5.0 6.8			2	3	3								
CW T			12	10.0				5	5								
CW T			16	9.0					10								
CW T			18	9.0					10								
см т	D	4S	29	6.0	10			10									
			32	10.3	168	1		15	60	93							

TC TL Elbe Di			SED					Stock ' roject:		- TONS IDDYU		)					
T15N Twp 15N	R	6E Sž .ge 6E	29 TU Se 29	с	Tract GIDDY SO	RTS	Type UNT2	Acr 3	es 0.00	Plots 31	Samp	ole Trees 77		T15N R06 Page Date Time	2 6/1		
S	So	Gr	Log						Т	ons by Sca	aling D	iameter i	n Inche	es			
Spp T	rt	de	Len	SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021	-22	23-24 25-26	1	27-28	29+
Graded				12.3	1257		2	44	154	352	321	81	203	99			
CW		Tota	als	12.3	1,257		2	44	154	352	321	81	203	99			
WH T	D	2S	32	15.0	71					71							
WH T	D	3S	32	10.6	275				206	69							
WH T	D	4S	18	5.0	9		9										
WH T	D	4S	20	6.0	11			11									
WH T	D	4S	21	5.0	14		14										
WH T	D	4S	32	6.0	27			27									
Graded				8.9	407		23	37	206	141							
WH		Tota	als	8.9	407		23	37	206	141							
Total All	Spec	ies			31,670	447	279	1202	5024	6781	7081	4314	3187	1846	826	531	152

TC TI Elbe D		VT_	SED					Stock '		- TONS GIDDYU		)					
T15N Twp 15N	R06 Rg 06	ge	Se	ec	Tract GIDDY SO	DTS	Type UNT3	Acr 10	es 7.00	Plots 97	Samj	ple Trees 491		Page Date	1 6/1	6/2009	
							01113	10						Time	2:	29:07PM	[
	So (				T						_	iameter i				1	
Spp T	rt d			SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021		23-24 25-	-26	27-28	29+
DF	D	SM	32	21.0	86								86				
DF	D	2S	32	16.6	14,824					4140	5077	2077	1544	670	709	261	347
DF	D	3S	29	7.4	39			19	20								
DF	D	3S	32	10.0	6,344			533	3208	2004	464	35	100				
DF	D	4S		5.0													
DF	D	4S	8	5.0		7		18	6								
DF	D	4S	9	6.0		-	4	7	20								
DF DF	D D	4S 4S	10 11	4.5 6.1	57 9	5	4 4	28	20 5								
DF	D	43 4S	11	7.5			+	21	21								
DF	D	4S	13	4.5	22	5		11	6								
DF	D	4S	14	8.5	32				32								
DF	D		15	6.5	58	8		14	28	7							
DF	D		16	6.1	45	8		21	15	0							
DF DF	D D	4S 4S	17 18	7.1 6.1	54 80	11		20 9	25 60	9							
DF	D	4S	19	6.0	38	11	20	,	18								
DF	D	4S	20	5.2	113	14		10	80	10							
DF	D	4S	21	4.3		26	13										
DF	D	4S	22	5.2		17		23	47								
DF	D	4S	23	4.8		10	13	28	13								
DF DF	D D	4S 4S	24 25	3.0 5.4		38 31		13 25	13	28							
DF	D	4S	23 26	8.3		51		16	44	28							
DF	D	4S	27	6.3	76		17	44	15								
DF	D	4S	28	2.7	60	46			14								
DF	D	4S		5.8			37	19	20								
DF	D	4S		3.0		29	201	507	001	<i>c</i> 1							
DF	D	4S		5.2		201	381	587	281	64							
DF	MP	2S	34	12.3	172				83	89							
DF	MP	3S	34	10.0	86				86								
Graded				9.2	24291	457	489	1465	4161	6350	5541	2111	1730	670	709	261	347
DF T	D	SM	32	20.0	80							80					
DF T	D	2S	32	15.9	4,358					1723	1561	916	158				
DF T	D	3S	32	10.1	2,262			53	1591	618							
DF T	D	4S		6.7													
DF T	D	4S	8	6.6			3	3	6								
DF T		4S	9	3.7		4		3									
DF T		4S		6.8		-		8	4								
DF T DF T		4S 4S		4.0 7.1		7		5	9								
DF T DF T		4S 4S		7.1				5 5	9								
DF T		4S		6.5				11									
DF T		4S		6.8				6	6								
DF T	D	4S		6.0				7									
DF T	D	4S	17	8.0	8				8								
DF T	D	4S	17	8.0	8				8								

TC TL Elbe Di			SED					Stock ' roject:		- TONS HDDYU		)					
T15N					There at		π	•		Dista	G	1		T15N R Page		30 TUNI 2	[3
Twp 15N	00	ge 6E			Tract GIDDY SO	RTS	Type UNT3	Acr 10	7.00	Plots 97	-	ole Trees 491		Date Time		6/2009 29:07PM	[
			Log						Te	ons by Sca	aling D	iameter i	n Inche	s		1	
Spp T	rt o	de	Len	SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021	-22	23-24 25	5-26	27-28	29+
DF T	D	4S	18	6.0	10			10									
DF T	D	4S	19	6.8	16			8	9								
DF T	D	4S	20	7.2	34			26	8								
	D	4S	21	7.0	9	. –		9									
DF T		4S	22	4.0	17	17		10	11								
DF T DF T		4S 4S	23 25	5.4 7.9	33 38	12		10 14	11 25								
DF T			23 27	5.0			15	14	23								
	D		28	6.6	48		15	34	14								
DF T	D	4S	29	5.1	69	18		52									
DF T	D	4S	30	6.7	34			18	15								
DF T	D	4S	32	6.5	366	21	53	191	101								
DF T	MP	2S	34	15.1	652					239	413						
Graded				10.3	8136	77	71	472	1808	2581	1974	996	158				
DF		Tota	als	9.4	32,427	534	560	1937	5969	8931	7515	3107	1888	670	709	261	347
WH	D		32	26.9	165	554	500	1937	3909	6751	7515	5107	1000	32	34	49	50
WH	D		32	19.5	45							45					
WH	D	4S		3.0													
WH	D		15	2.0	6	6											
WH	D		18	2.0	13	13											
WH	D	4S	28	12.0	10					10							
WH	D	4S	32	3.5	78	67				12							
Graded				3.5	318	86				22		45		32	34	49	50
WH T	D	2S	32	14.2	229					116	113						
WH T	D	3S	32	8.4	597			145	343	109							
WH T	D	4S		3.0													
WH T		4S	8	4.4	10	5	5										
WH T			10	5.0	8		8										
WH T WH T			11	3.0 4.0	11	11 13											
WH T			13 18	4.0 7.0	13 15	15		15									
WH T			21	2.0	25	25		15									
WH T			29	2.3	130	130											
WH T			30	3.0	43	43											
WH T			31	2.0	72	72											
WH T	D	4S	32	5.4	381	81		140	159	_							
Graded				4.7	1533	380	12	301	502	225	113						
WH		Tota	als	4.4	1,851	466	12	301	502	247	113	45		32	34	49	50
CW	D	1P	32	20.0	74							74					
CW	D	1 <b>S</b>	32	18.8	505					72	160		76	74	46		76
CW	D	2S	32	13.7	581					398	143	41					
CW	D	3S	32	10.0	69				69								
CW CW	D	4S	10	6.9					4								
CW	D	48	10	10.0	4				4								

TC TL Elbe Di		TVT_	SED					Stock ' roject:		- TONS		)					
T15N			<u>30 TI</u>	JNT3										T15N F	R06E S	530 TUN	ТЗ
Twp 15N	R	lge 6E	Se 3	ec	Tract GIDDY SO	RTS	Type UNT3	Acr 10	es 7.00	<b>Plots</b> 97	Samj	ple Trees 491		Page Date Time	6/	3 16/2009 :29:07PN	
S	So	Gr	Log						Т	ons by Sc	aling D	iameter i	n Inche	es			
Spp T	rt	de	Len	SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021	-22	23-24 25	5-26	27-28	29+
CW	D	4S	15	5.0	6		6										
CW	D	4S	16	8.0	6		-		6								
CW	D	4S	17	17.0	11						11						
CW	D	4S	18	12.0	7					7							
CW	D	4S	20	8.0	8				8								
CW	D	4S	22	7.0	10			10									
CW	D	4S	28	4.0	20	20											
CW	D	4S	29	4.0	17	17											
CW	D	4S	32	8.6	303			39	207	24			33				
Graded				10.5	1623	37	6	49	295	501	315	115	109	74	46		76
CW		Tot	als	10.5	1,623	37	6	49	295	501	315	115	109	74	46		76
RA	D	3S	32	11.4	79				39	41							
RA	D	4S		4.1													
RA	D	4S	8	7.0	1			1									
RA	D	4S	29	6.0	9			9									
RA	D	4S	32	6.9	195	13	15	54	73		40						
Graded				6.5	284	13	15	64	111	41	40						
RA		Tot	als	6.5	284	13	15	64	111	41	40						
Total All	Spec	ies			67,854	1496	872	3552	11901	16501	15064	7581	5184	2623	1614	841	625

Тwp	R	ge	0 TR Se	c	Tract		Туре	Acre		Plots	_	ole Trees		T15N R Page Date	1		1
15N	6	E	3	0 (	GIDDY SO	RTS	ROW	4	5.00	97		491		Time		0/2009 29:07PM	[
			Log						Т	ons by Sca	aling D	iameter in	Inche	es		1	
Spp T	rt	de	Len	SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021-	22	23-24 25-	26	27-28	29+
DF T	D	SM	32	20.5	8							4	4				
DF T	D	2S	32	16.4	895					275	310	141	78	31	32	12	16
DF T	D	3S	29	7.4	2			1	1								
DF T			32	10.0	403			27	226	122	21	2	5				
DF T	D	4S		5.4													
DF T	D	4S	8	5.3	2	0	0	1	1								
	D	4S	9	4.5	1	0		1									
	D	4S	10	4.8	3	0		2	1								
	D	4S	11	5.0	1	0	0		0								
	D D	4S 4S	12 13	7.4 4.7	3 1	0		1	1 0								
	D	45 4S	15 14	4.7 7.8	1 2	0		1	1								
	D	4S	15	6.5	3	0		1	2	0							
	D	4S	16	6.1	2	0		1	1								
DF T	D	4S	17	7.2	3			1	2	0							
	D		18	6.1	4	1		1	3								
	D	4S	19	6.2	3		1	0	1	0							
	D D	4S	20 21	5.6	7	1	1	2	4	0							
	D D	4S 4S	21 22	4.5 5.0	2 5	1	1	0	2								
	D	43 4S	22	5.0	5	1	1	2	1								
	D		24	3.0	3	2		1	1								
	D		25	5.9	6	1		2	1	1							
DF T	D	4S	26	8.3	3			1	2								
DF T	D	4S	27	6.0	4		2	2	1								
DF T		4S	28	3.4	5	2		2	1								
DF T			29	5.4	7	1	2	3	1								
DF T DF T			30 32	3.9 5.4	3 87	1 10	20	1 36	1 18	3							
						10	20										
DF T	MP	2S	34	14.3	40				4	16	21						
DF T	MP	3S	34	10.0	4				4								
Graded				9.5	1516	25	26	90	280	419	352	146	87	31	32	12	16
DF		Tota	als	9.5	1,516	25	26	90	280	419	352	146	87	31	32	12	16
WH T	D	2S	32	18.7	25					4	4			3	3	5	5
WH T	D	3S	32	8.9	27			6	13	4		4					
WH T	D	4S		3.0				1		1						<u> </u>	
WH T	D	4S	8	4.4	0	0	0										
WH T			10	5.0	0		0										
WH T		4S		3.0	0	0											
WH T			13	4.0	1	1											
WH T			15 18	2.0 2.3	1	1		1									
WH T WH T		4S 4S		2.3 2.0	2 1	1		1									
WH T			28	12.0	1	1				1							
WH T			29	2.3	5	5											
			30	3.0	2	2											

TC TL Elbe Di		TVT_	SED					g Stock Project:		- TONS GIDDYU		)					
T15N Twp 15N	Rg 61	ge E	Se 3	ec	Tract GIDDY SO	ORTS	Type ROW	Ac	5.00	<b>Plots</b> 97	-	<b>ple Trees</b> 491		T15N R6I Page Date Time	2 6/1		
	So (		0		_				Т	ons by Sc	aling D	iameter in I	nche	es I			
Spp T	rt c			SED	Tons	2-4	5-5	6-7	8-11	12-15	16-18	19-2021-22	2	23-24 25-26	5	27-28	29+
WH T		4S		2.0		3		_									
WH T Graded	D	4S	32	4.5 4.2		10 23		5 12		1 11	4	4		3	3	5	5
		_							-		4						
WH		Tota		4.2		23	3 (	12	19	11	4	4		3	3	5	5
CW T	D	1P	32	20.0	3							3					
CW T	D	1S	32	18.8	24					3	7		4	3	2		4
CW T	D	2S	32	13.7	27					19	7	2					
CW T	D	3S	32	10.0	3				3								
CW T	D	4S		6.9													
	D	4S	10	10.0					0								
CW T	D	4S	15	5.0			0	)									
CW T	D	4S	16	8.0	0				0								
CW T	D	4S	17	17.0	1						1						
CW T	D	4S	18	12.0	0					0							
CW T	D	4S	20	8.0	0				0								
CW T	D	4S	22	7.0	0			0									
CW T		4S	28	4.0		1											
CW T		4S	29	4.0		1	l										
CW T	D	4S	32	8.6				2		1			2				
Graded				10.5	76	2	2 (	) 2	14	23	15	5	5	3	2		4
CW		Tota	ıls	10.5		2	2 (	2		23	15	5	5	3	2		4
RA T	D	3S	32	11.4	4				2	2							
RA T	D	4S		4.1													
RA T	D	4S	8	7.0	0			0									
RA T	D	4S	29	6.0	0			0									
RA T	D	4S	32	6.9	9	1	l 1	. 3	3		2						
Graded				6.5	13	1	l 1	. 3	5	2	2						
RA		Tota	ıls	6.5	13	1	l 1	. 3	5	2	2						
Total All	Speci	es			69,548	1546	5 899	3659	12220	16956	15437	7736 5	276	2660 1	652	858	649

T Elbe		CSTG trict	R			Species,	Sort G Projec	rade - Boar t: GID	d Fa DYU		olun	nes (7	Гуре)			Paş Da Tin	te (	1 5/16/2( 2:45:5	
T15N Tw 15N	р	06E S Rg 06	-	Sec	Tract GIDDY	SORTS	Type UNI			<b>Plot</b> 60		-	<b>le Tree</b> 46	s	CuFt S	T15N BdFt W	R06E \$	S19 TI	UNT1
Spp			Gr ad	% Net BdFt		Ft. per Ac Gross	ere Net	Total Net MBF		og Sca	ale Di		-	g Le	ngth 31-35 36-99	Avera Ln Dia Ft In	age Log a Bd Ft	g CF/ Lf	Logs Per /Acre
DF DF	T T		SM 2S	10 56	1.2 3.4	6,204 32,738	6,128 31,641	398 2,057			30	100 70			100 100	32 21 32 17		3.46 2.19	9.8 82.7
DF DF	T T	D	3S 4S 2S	19 5 9	6.3 28.2	11,941 3,717 5,283	11,192 2,670	727 174 343	11	48 80	41 6 40	11 3 60	31	29 26	100 40 74	32 11 19 7 32 16	30	1.05 0.54	74.9 90.4 16.8
DF DF	Т	MP MP	2S 3S	1		169	5,283 169	11	0	100					100	34 8	70	1.98 0.50	2.4
DF	T '	Total	S	94	4.9	60,053	57,083	3,710	0	14	29	57	1	4	95	28 12	206	1.48	277.0
WH	Т		2S	35	5.9	785	738	48			13	87			100	32 17		2.43	1.9
WH WH	T T		3S 4S	47 18	5.5 3.5	1,025 376	968 363	63 24	77	79 23	21		5	63	100 32	32 9 18 5		0.74 0.29	9.8 19.6
WH	Т	Tota	ls	3	5.3	2,186	2,069	135	13	41	14	31	1	11	88	23 7	66	0.66	31.4
RC RC	T T	D D	3S 4S	68 32	17.9 17.0	405 181	332 150	22 10	84	52 16	26	22	22	78	100	32 10 21 5	108 20	1.36 0.40	3.1 7.6
RC	Т	Total	s	1	17.6	586	483	31	26	41	18	15	7	24	69	24 7	45	0.77	10.6
CW CW	T T		1S 4S	100	100.0	672 149	672	44				100			100	32 21 25 12	648	3.29 1.31	1.0 1.0
CW	Т	Tota	ls	1	18.1	820	672	44				100			100	28 16	324	2.43	2.1
RA RA	T T		3S 4S	35 65	11.1 6.5	95 162	84 152	5 10	30	100 70				30	100 70	32 9 26 6		0.91 0.36	1.1 4.6
RA	Т	Total	s	0	8.2	257	236	15	19	81				19	81	27 6	42	0.48	5.6
Туре	Fota	ls			5.3	63,901	60,542	3,935	1	15	28	56	1	4	94	27 12	185	1.38	326.8

IC TSTATS Elbe District				ST. PROJEC	ATIST	ICS GIDDYUP			PAGE DATE 6	1 5/16/2009
TWP RGE	SECT '	ГКАСТ		TYPE		RES	PLOTS	TREES	CuFt	BdFt
15N 06E		GIDDY SORT	rs	UNT1	AC	65.00	60	293	S	W
						ESTIMATED	P	ERCENT	5	
	PLOTS	TREES		FREES	·	TOTAL		AMPLE REES		
			ł	PER PLOT		TREES	1	REES		
TOTAL CRUISE DBH COUNT REFOREST	60 30	293 146		4.9 4.9		6,661		2.2		
COUNT BLANKS 100 %	30	147		4.9						
			STAN	ND SUMM	IARY					
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR-T	126	74.9	24.0	108	48.0	235.0	60,053	57,083	11,450	11,450
WHEMLOCK-7		16.7	13.0	51	4.3	15.4	2,186	2,069	485	487
WR CEDAR-T	6	7.6	14.8	39	2.4	9.1	586	483	199	198
COTWOOD-T	3	.5	31.0	118	0.5	2.7	820	672	143	143
R ALDER-T TOTAL	2 146	2.8 102.5	13.3 21.8	62 93	0.7 56.8	2.7 265.0	257 63,901	236 60,542	75 12,352	74 12,352
00.1	TIMES OU	T OF 100 THE	VOLUME	WILL BE	WITHIN	THE SAMP	LE EKROR			
CL: 68.1 %	COEF	Ŧ		SAMPLI	E TREES	5 - BF		OF TREES	•	
CL: 68.1 % SD: 1.0	COEF VAR.	FF % S.E.%		SAMPLI DW	E <b>TREES</b> AVG	<b>5 - BF</b> HIGH		OF TREES 5	REQ. 10	
CL: 68.1 %	COEF VAR. 55.1	FF % S.E.% 4.9		SAMPLI	E TREES	5 - BF			•	
CL: 68.1 % SD: 1.0 DOUG FIR-T	COEF VAR. 55.1	FF % S.E.% 4.9 40.3		SAMPLI DW 943	E TREES AVG 992	<b>5 - BF</b> HIGH 1,041			•	
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T	COEF VAR. 55.1 114.1 81.4 35.7	FF % S.E.% 4.9 40.3 36.2 24.7	LC	<b>SAMPLI</b> DW 943 199 72 1,041	E TREES AVG 992 333 113 1,383	<b>5 - BF</b> HIGH 1,041 468 154 1,725			•	
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3	F % S.E.% 4.9 40.3 36.2 24.7 7.8	LC	SAMPLI DW 943 199 72 1,041 78	E TREES AVG 992 333 113 1,383 85	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92		5	10	1
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6	FF % S.E.% 4.9 40.3 36.2 24.7 7.8 5.3	LC	SAMPLI DW 943 199 72 1,041 78 863	E TREES AVG 992 333 113 1,383 85 911	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 92 959	#	5 162	10 40	1 1 1
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T <b>TOTAL</b> CL: 68.1 %	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF	FF % S.E.% 4.9 40.3 36.2 24.7 7.8 5.3 FF	LC	SAMPLI DW 943 199 72 1,041 78 863 SAMPLI	E TREES AVG 992 333 113 1,383 85 911 E TREES	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 92 959 <b>5 - CF</b>	#	5 162 OF TREES	10 40 REQ.	1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6	S.E.%           4.9           40.3           36.2           24.7           7.8           5.3           F           %           S.E.%	LC	SAMPLI DW 943 199 72 1,041 78 863	E TREES AVG 992 333 113 1,383 85 911	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 92 959	#	5 162	10 40	1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 T 106.9	S.E.%           4.9           40.3           36.2           24.7           7.8           5.3           FF           %           S.E.%           4.2           37.7	LC	SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102	#	5 162 OF TREES	10 40 REQ.	1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9	S.E.%           4.9           40.3           36.2           24.7           7.8           5.3           FF           %           S.E.%           4.2           37.7           40.0	LC	SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69	#	5 162 OF TREES	10 40 REQ.	1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5	S.E.%           4.9           40.3           36.2           24.7           7.8           5.3           F           %           S.E.%           4.2           37.7           40.0           23.2	LC	SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69 361	#	5 162 OF TREES	10 40 REQ.	1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9	S.E.%           4.9           40.3           36.2           24.7           7.8           5.3           FF           %           S.E.%           4.2           37.7           40.0           23.2           33.6	LC	SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69	#	5 162 OF TREES 5	10 40 REQ.	1 INF. POP. 1
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9	FF % S.E.% 4.9 40.3 36.2 24.7 7.8 5.3 FF % S.E.% 4.2 37.7 40.0 23.2 33.6 4.5	LC	SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69 361 37	#	5 162 OF TREES 5	10 40 REQ. 10 30	1 INF. POP. 1 <i>1</i>
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 %	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9	%       S.E.%         4.9       40.3         36.2       24.7         7.8       5.3         FF       %         S.E.%       4.2         37.7       40.0         23.2       33.6         4.5       4.5		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 ACRE	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69 361 37	#	5 162 OF TREES 5 121 OF PLOTS	10 40 REQ. 10 30	1 INF. POP. 1 INF. POP.
CL: 68.1 % DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 %	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF	%       S.E.%         4.9       40.3         36.2       24.7         7.8       5.3         FF       %         S.E.%       4.2         37.7       40.0         23.2       33.6         4.5       FF         %       S.E.%		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69 361 37 <i>188</i>	#	5 162 OF TREES 5	10 40 REQ. 10 30 REQ.	1 INF. POP. 1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T CCL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. COEF VAR. 50.1	S.E.%           4.9           40.3           36.2           24.7           7.8           5.3           FF           %           S.E.%           4.2           37.7           40.0           23.2           33.6           4.5           FF           %           S.E.%           6.5           27.8		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A DW 70 12	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69 361 37 <i>1</i> 88 HIGH 80 21	#	5 162 OF TREES 5 121 OF PLOTS	10 40 REQ. 10 30 REQ.	1 INF. POP. 1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. COEF VAR. 50.1 1 1215.5 267.2	%         S.E.%           4.9         40.3           36.2         24.7           7.8         5.3           FF         %         S.E.%           4.2         37.7           40.0         23.2           33.6         4.5           FF         %         S.E.%           %         S.E.%           4.5         37.7		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/4 DW 70 12 5	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17 8	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 188 HIGH 80 21 10	#	5 162 OF TREES 5 121 OF PLOTS	10 40 REQ. 10 30 REQ.	1 INF. POP. 1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WR CEDAR-T COTWOOD-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. COEF VAR. 50.1 1 1 215.5 267.2 565.7	%         S.E.%           4.9         40.3           36.2         24.7           7.8         5.3           FF         %         S.E.%           4.2         37.7           40.0         23.2           33.6         4.5           FF         %         S.E.%           %         S.E.%           6.5         27.8           34.5         73.0		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A DW 70 12	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17	<b>5 - BF</b> HIGH 1,041 468 154 1,725 92 959 <b>5 - CF</b> HIGH 202 102 69 361 37 <i>1</i> 88 HIGH 80 21	#	5 162 OF TREES 5 121 OF PLOTS	10 40 REQ. 10 30 REQ.	1 INF. POP. 1 INF. POP.
CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WHEMLOCK-T CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T COTWOOD-T R ALDER-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. COEF VAR. 50.1 1 1215.5 267.2	%         S.E.%           4.9         40.3           36.2         24.7           7.8         5.3           F         %         S.E.%           4.2         37.7           40.0         23.2           33.6         4.5           F         %         S.E.%           %         S.E.%           6.5         27.8           34.5         73.0           58.0         58.0		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/4 DW 70 12 5 0	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17 8 1	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 <i>188</i> HIGH 80 21 10 1 10 1	#	5 162 OF TREES 5 121 OF PLOTS	10 40 REQ. 10 30 REQ.	1 INF. POP. 1 INF. POP. 1
CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHCDD-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. 50.1 1 215.5 267.2 565.7 449.3	S.E.%           4.9           40.3           36.2           24.7           7.8           5.3           FF           %           S.E.%           4.2           37.7           40.0           23.2           33.6           4.5           FF           %           S.E.%           6.5           27.8           34.5           73.0           58.0           6.0		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A DW 70 12 5 0 1 96	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17 8 1 3 102	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 188 HIGH 80 21 10 1 4 109	#	5 162 OF TREES 5 121 OF PLOTS 5 86	10 40 REQ. 10 30 REQ. 10 22	1 INF. POP. 1 INF. POP. 1 I
CL: $68.1$ % SD: $1.0$ DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: $68.1$ % SD: $1.0$ DOUG FIR-T WHEMLOCK-T R ALDER-T TOTAL CL: $68.1$ % SD: $1.0$ DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 COEF VAR. 33.5 35.9 54.9 COEF VAR. 50.1 COEF VAR. 50.1 COEF VAR. 449.3 46.5	FF         %       S.E.%         40.3       36.2         24.7       7.8         7.8       5.3         FF       %         S.E.%       4.2         37.7       40.0         23.2       33.6         4.5       7F         %       S.E.%         6.5       27.8         34.5       73.0         58.0       6.0		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/4 DW 70 12 5 0 1 96 BASAL 4	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17 8 1 3 102	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 188 HIGH 80 21 10 1 4 109	#	5 162 OF TREES 5 121 OF PLOTS 5	10 40 REQ. 10 30 REQ. 10 22	1 INF. POP. 1 INF. POP. 1 INF. POP.
CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T R	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. 50.1 1 215.5 267.2 565.7 449.3 46.5 COEF VAR. 50.1	%         S.E.%           4.9         40.3           36.2         24.7           7.8         5.3           FF         %           %         S.E.%           4.2         37.7           40.0         23.2           33.6         4.5           FF         %           %         S.E.%           6.5         27.8           34.5         73.0           58.0         6.0           FF         %           %         S.E.%           5.9         5.9		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/4 DW 70 12 5 0 1 96 BASAL 4 DW 221	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17 8 1 3 102 AREA/AM AVG 235	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 188 HIGH 80 21 10 1 4 109 CRE	#	5 162 OF TREES 5 121 OF PLOTS 5 86 OF PLOTS	10 40 REQ. 10 30 REQ. 10 22 REQ.	1 INF. POP. 1 INF. POP. 1 INF. POP.
CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T CCT CCT COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WHEMLOCK-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTVOOD-T CO	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. 50.1 1 215.5 267.2 565.7 449.3 46.5 COEF VAR. 50.1	%         S.E.%           4.9         40.3           36.2         24.7           7.8         5.3           FF         %           %         S.E.%           4.2         37.7           40.0         23.2           33.6         4.5           FF         %           S.E.%         6.5           27.8         34.5           73.0         58.0           6.0         FF           %         S.E.%           5.9         27.9		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A DW 70 12 5 0 1 96 BASAL A DW 221 11	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17 8 1 3 102 AREA/AU AVG 235 15	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 188 HIGH 80 21 10 1 4 109 CRE HIGH 249 20	#	5 162 OF TREES 5 121 OF PLOTS 5 86 OF PLOTS	10 40 REQ. 10 30 REQ. 10 22 REQ.	1 INF. POP. 1 INF. POP. 1 INF. POP.
CL: $68.1\%$ SD: $1.0$ DOUG FIR-T         WHEMLOCK-T         WR CEDAR-T         COTWOOD-T         R ALDER-T         TOTAL         CL: $68.1\%$ SD: $1.0$ DOUG FIR-T         WHEMLOCK-T         WHEMLOCK-T         WHEMLOCK-T         SD: $1.0$ DOUG FIR-T         R ALDER-T         COTWOOD-T         R ALDER-T         OUG FIR-T         WHEMLOCK-T         WHEMLOCK-T         WR CEDAR-T         COT         OUG FIR-T         WHEMLOCK-T         R ALDER-T         COT         OUG FIR-T         WHEMLOCK-T         SD: $1.0$ DOUG FIR-T         CL: $68.1\%$ SD: $1.0$ DOUG FIR-T         WHEMLOCK-T         WHEMLOCK-T         WHEMLOCK-T         WHEMLOCK-T         WHEMLOCK-T         WHEMLOCK-T         WHEMLOCK-T         WHEMLOCK-T	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 63.6 COEF VAR. 50.9 54.9 COEF VAR. 50.1 COEF	FF           %         S.E.%           4.9         40.3           36.2         24.7           7.8         5.3           FF         %           %         S.E.%           4.2         37.7           40.0         23.2           33.6         4.5           FF         %           S.E.%         6.5           27.8         34.5           73.0         58.0           6.0         FF           %         S.E.%           5.9         27.9           32.4         5.9		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A DW 70 12 5 0 1 96 BASAL A DW 221 11 6	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 293 28 180 AVG 75 17 8 1 3 102 AREA/A AVG 235 15 9	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 188 HIGH 80 21 10 1 4 109 CRE HIGH 249 20 12	#	5 162 OF TREES 5 121 OF PLOTS 5 86 OF PLOTS	10 40 REQ. 10 30 REQ. 10 22 REQ.	INF. POP. 1 INF. POP. 1 INF. POP. 1 INF. POP. 1 INF. POP. 1
CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WR CEDAR-T COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T WHEMLOCK-T CCT CCT COTWOOD-T R ALDER-T TOTAL CL: $68.1\%$ SD: $1.0$ DOUG FIR-T WHEMLOCK-T WHEMLOCK-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTWOOD-T R ALDER-T COTVOOD-T CO	COEF VAR. 55.1 114.1 81.4 35.7 8.3 63.6 COEF VAR. 46.8 106.9 89.9 33.5 35.9 54.9 COEF VAR. 50.1 1 215.5 267.2 565.7 449.3 46.5 COEF VAR. 50.1	FF           %         S.E.%           4.9         40.3           36.2         24.7           7.8         5.3           FF         %           %         S.E.%           4.2         37.7           40.0         23.2           33.6         4.5           FF         %           S.E.%         6.5           27.8         34.5           73.0         58.0           6.0         7F           %         S.E.%           5.9         27.9           32.4         74.0		SAMPLI DW 943 199 72 1,041 78 863 SAMPLI DW 186 46 29 225 19 172 TREES/A DW 70 12 5 0 1 96 BASAL A DW 221 11	E TREES AVG 992 333 113 1,383 85 911 E TREES AVG 194 74 49 293 28 180 AVG 75 17 8 1 3 102 AREA/AU AVG 235 15	S - BF HIGH 1,041 468 154 1,725 92 959 S - CF HIGH 202 102 69 361 37 188 HIGH 80 21 10 1 4 109 CRE HIGH 249 20	#	5 162 OF TREES 5 121 OF PLOTS 5 86 OF PLOTS	10 40 REQ. 10 30 REQ. 10 22 REQ.	1 INF. POP. 1 INF. POP. 1 INF. POP.

TC TSTATS				STATI		_		PAGE	2
Elbe District			PRC	JECT	GIDDYU	P		DATE	6/16/2009
TWP RGE	SECT	TRACT	TYP	'E	ACRES	PLOTS	TREES	CuFt	BdFt
15N 06E	19	GIDDY SORTS	UN	Γ1	65.00	60	293	S	W
CL: 68.1%	COI	EFF	NET	BF/ACR	Е		# OF PLO	OTS REQ	INF. POP
SD: 1.0	VAI	R. S.E.%	LOW	AVG	HIGH		5	10	15
CL: 68.1 %	COL	EFF	NET	BF/ACR	E		# OF PLOTS	S REQ.	INF. POP.
SD: 1.0	VAI	R.% S.E.%	LOW	AVG	HIGH		5	10	15
DOUG FIR-T	46	6.0	53,631	57,083	60,534				
WHEMLOCK-	T 243	.3 31.4	1,420	2,069	2,719				
WR CEDAR-T	263	3.0 33.9	319	483	647				
COTWOOD-T	564	.5 72.8	183	672	1,161				
R ALDER-T	445	5.5 57.5	100	236	371				
TOTAL	39.	.1 5.0	57,486	60,542	63,599		61	15	7
CL: 68.1 %	COL	EFF	NET	CUFT F	T/ACRE		# OF PLOTS	S REQ.	INF. POP.
SD: 1.0	VAI	R.% S.E.%	LOW	AVG	HIGH		5	10	15
DOUG FIR-T	46	6.0	10,762	11,450	12,138				
WHEMLOCK-	т 239	.3 30.9	337	487	637				
WR CEDAR-T	267	.8 34.5	130	198	267				
COTWOOD-T	569	.1 73.4	38	143	248				
R ALDER-T	439	.6 56.7	32	74	115				
TOTAL	38.	.1 4.9	11,744	12,352	12,960		58	15	6
CL: 68.1 %	COI	EFF	TON	S/ACRE			# OF PLOTS	S REQ.	INF. POP.
SD: 1.0	VAI	R.% S.E.%	LOW	AVG	HIGH		5	10	15
DOUG FIR-T	46	6.6 6.0	307	326	346				
WHEMLOCK-	T 239	.7 30.9	11	16	20				
WR CEDAR-T	267	.3 34.5	3	5	6				
COTWOOD-T	569	.3 73.4	1	4	6				
R ALDER-T	439	.6 56.7	1	2	3				
TOTAL	37.	.9 4.9	335	352	369		57	14	6
CL: 68.1 %	COF	EFF	V-B.	AR/ACRE			# OF PLOTS	S REQ.	INF. POP.
SD: 1.0	VAI	R.% S.E.%	LOW	AVG	_		5	10	15
DOUG FIR-T			228	243					
WHEMLOCK-			92	134					
WR CEDAR-T	211	.6 27.3	35	53	71				
COTWOOD-T	564	.5 72.8	67	247	426				
R ALDER-T	361	.5 46.6	37	87	136				
TOTAL	193.	.7 25.0	217	228	240		1,499	375	167

T <sup>T</sup> Elbe		CSTG trict	R			Species,	Sort G Projec	rade - Boar t: GID	d Fa DYU		olur	nes (7	Cype)			Pag Date Tim	e 6	1 /16/20 2:47:13	
T15N Twj 15N	þ	)6E S Rg 06	,	Sec	Tract GIDDY	SORTS	Type UNI			<b>Plot</b> 31	-	-	<b>le Tree</b> 77	s	CuFt S	T15N F BdFt W	R06E S	529 TU	JNT2
Spp			Gr ad	% Net BdFt	Bd. Def%	Ft. per Ac Gross	re Net	Total Net MBF		og Sca	ale D	ia.	-	g Lei	ngth 31-35 36-99	Avera Ln Dia Ft In		CF/ Lf	Logs Per /Acre
DF	Т	D	2S	66	4.0	27,996	26,886	807			21	79			100	32 18	439	2.57	61.2
DF	Т	D	3S	22	4.1	9,278	8,897	267		36	40	24	1	5	94	31 11	146	1.02	61.1
DF	Т	D	4S	6	16.3	2,961	2,480	74	46	46	5	3	21	26	53	16 6	21	0.40	121.0
DF	Т	MP	2S	3		1,106	1,106	33			100				100	34 14	262	1.59	4.2
DF	Т	MP	3S	3		1,203	1,203	36		100					100	34 9	115	0.80	10.5
DF 1	Г	Totals	5	82	4.6	42,545	40,571	1,217	3	14	26	58	1	3	96	25 10	157	1.30	258.0
CW	Т	D	1P	4		347	347	10				100			100	32 17	370	2.23	.9
CW	Т	D	1 <b>S</b>	47	1.7	3,540	3,479	104		5	40	54			100	32 16	348	2.12	10.0
CW	Т	D	2S	44	11.6	3,673	3,248	97		8	34	59			100	32 14	250	1.63	13.0
CW	Т	D	4S	5	67.6	1,136	368	11		37	63			9	91	20 9	20	0.81	18.0
CW	Т	Tota	ls	15	14.4	8,696	7,441	223		8	37	56		0	100	27 12	177	1.52	42.0
WH	Т	D	2S	21		358	358	11			100				100	32 15	280	1.82	1.3
WH	Т	D	3S	70	1.9	1,181	1,159	35		74	26				100	32 11	129	1.00	9.0
WH	Т	D	4S	9	18.1	182	149	4	41	59			47	12	42	22 5	22	0.41	6.8
WH	Т	Tota	ls	3	3.2	1,722	1,667	50	4	57	39		4	1	95	28 9	98	0.88	17.0
Туре Т	ota	ls			6.2	52,962	49,679	1,490	2	14	28	56	1	2	96	25 10	157	1.31	317.0

TC TSTATS Elbe District				ST proje	CATIST	FICS GIDDYUP			PAGE DATE 6	1 5/16/2009
TWP RGE	SECT TH	RACT		ТҮРЕ		CRES	PLOTS	TREES	CuFt	BdFt
15N 06E		IDDY SORT	S	UNT2		30.00	31	132	S	W
			-	FREES		ESTIMATED TOTAL		ERCENT AMPLE		
	PLOTS	TREES	]	PER PLOT		TREES	Т	REES		
TOTAL CRUISE	31 15	132 77		4.3 5.1		3,035		2.5		
DBH COUNT REFOREST	15	,,		5.1		5,055		2.5		
COUNT BLANKS 100 %	15 1	55		3.7						
			STA	ND SUMI	MARY					
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR-T	60	83.6	20.1	87	41.1	184.4	42,545	40,571	8,274	8,276
COTWOOD-T	13	10.8	24.5	109	7.1	35.1	8,696	7,441	1,710	1,710
WHEMLOCK-T	4	6.8	18.2	73	2.9	12.3	1,722	1,667	424	423
TOTAL	77	101.2	20.5	88	51.2	231.9	52,962	49,679	10,408	10,409
CONFIDENCE 68.1		THE SAMPLE OF 100 THE V		WILL BE	WITHIN	N THE SAMP	LE ERROR			
CL: 68.1 %	COEFF			SAMPL	E TREE	S - BF	#	OF TREES	REQ.	INF. POP.
SD: 1.0	VAR.%	S.E.%	L	OW	AVG	HIGH		5	10	1
DOUG FIR-T	68.2	8.8		902	989 782	1,076				
COTWOOD-T WHEMLOCK-T	41.8 48.1	12.1 27.5		697 188	792 260	888 332				
TOTAL	48.1 69.0	7.9		846	200 918	990		190	48	2
CL: 68.1 %	COEFF			SAMPL	E TREE	S - CF	#	OF TREES	REO	INF. POP.
SD: 1.0	VAR.%	S.E.%	LO	DW DW	AVG	HIGH	11	5	10	1
DOUG FIR-T	60.9	7.9		178	193	208		-	-	
COTWOOD-T	38.2	11.0		161	181	200				
WHEMLOCK-T	34.0	19.4		53 172	65	78 107		145	26	
TOTAL	60.2	6.9		172	184	197		145	36	1
CL: 68.1 %	COEFF		-	TREES/		man	#	OF PLOTS		INF. POP.
SD: 1.0 DOUG FIR-T	VAR.% 81.9	S.E.% 14.7	LO	OW 71	AVG 84	HIGH 96		5	10	1
COTWOOD-T	181.0	32.5		7	04 11	90 14				
WHEMLOCK-T		39.6		4	7	9				
TOTAL	61.1	11.0		90	101	112		149	37	1
CL: 68.1 %	COEFF			BASAL	AREA/A	CRE	#	OF PLOTS	REQ.	INF. POP.
SD: 1.0	VAR.%		L	OW	AVG	HIGH		5	10	1
DOUG FIR-T	58.4	10.5	_	165	184	204			_	
COTWOOD-T WHEMLOCK-T	172.4 220.2	30.9 39.5		24 7	35 12	46 17				
TOTAL	43.7	7.8		214	232	250		76	19	
CL: 68.1 %	COEFF			NET BF			#	OF PLOTS		INF. POP.
SD: 1.0	VAR.%	S.E.%	LO	JWEI DE	AVG	HIGH	π	5	10 III	1
DOUG FIR-T	58.9	10.6			40,571	44,860		-	-	
COTWOOD-T	173.1	31.1		5,130	7,441	9,752				
WHEMLOCK-T		37.9		1,036	1,667	2,297		90	20	
	44.8	8.0	45	,688 4	49,679	53,669		80	20	
TOTAL										
TOTAL CL: 68.1 %	COEFF				J <b>FT FT/</b> A		#	OF PLOTS		INF. POP.
TOTAL	COEFF VAR.% 57.6	S.E.% 10.3		<b>NET CU</b> DW 7,420	J <b>FT FT/</b> AVG 8,276	ACRE HIGH 9,131	#	OF PLOTS 5	REQ. 10	INF. POP. 1:

TC TST	ATS					STATIS	STICS			PAGE	2
Elbe I	District					JECT	GIDDYU	Р		DATE	6/16/2009
TWP	RGE	SECT	TRA	СТ	TYPI	E A	CRES	PLOTS	TREES	CuFt	BdFt
15N	06E	29	GID	DY SORTS	UNT	2	30.00	31	132	S	W
CL:	68.1%	CO	EFF		NET	CUFT FT	/ACRE		# OF PLC	OTS REQ.	INF. POP.
SD:	1.0	VA	R.	S.E.%	LOW	AVG	HIGH		5	10	15
WHE	MLOCK-T	213	.5	38.3	261	423	586				
TOTA	4L	44.	.1	7.9	9,585	10,409	11,232		78	19	9
CL:	68.1 %	CO	EFF		TON	S/ACRE			# OF PLOTS	REQ.	INF. POP.
SD:	1.0	VA	R.%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUG	G FIR-T	57	.6	10.3	211	236	260				
COTV	VOOD-T	171	.7	30.8	29	42	55				
WHE	MLOCK-T	213	.6	38.3	8	14	19				
TOTA	4L	43.	.6	7.8	268	291	314		76	19	8
CL:	68.1 %	CO	EFF		V-BA	R/ACRE			# OF PLOTS	REQ.	INF. POP.
SD:	1.0	VA	R.%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUG	G FIR-T				197	220	243				
COTV	VOOD-T	139	.8	25.1	146	212	278				
WHE	MLOCK-T	157	.7	28.3	84	136	187				
TOTA	AL	161.	.1	28.9	197	214	231		1,036	259	115

	DIS	trict	R			Species,	, Sort G Projec	rade - Boar t: GID	a fo DYU		olur	nes (1	(ype)			Pag Dat		1 5/16/20	09
T15N Twp 15N	)	6E S R; 06		Sec	Tract GIDDY	SORTS	Type UN1			Plot 97		-	<b>le Tree</b> s 191	5	CuFt S	Tim T15N I BdFt W		2:48:2 530 TU	
				%					Per	cent N	Vet Bo	oard Fo	oot Volu	me		Avera	ge Log	g	
	S	So	Gr	Net	Bd	. Ft. per Ac	re	Total					-		aath				Logs
Spp		rt	ad	BdFt	Def%	Gross	Net	Net MBF	4-5	og Sc 6-11		ia. 6 17+	_	; Lei 21-30	31-35 36-99	Ln Dia Ft In	Вd Ft	CF/ Lf	Per /Acre
DF		D	SM			154	154	16				100			100	32 21	610	3.50	.3
DF		D	2S	66	5.8	25,973	24,464	2,618			38	62			100	32 17	350	2.17	70.0
DF		D	3S	25	6.7	9,692	9,043	968		58	35	7		0	100	32 10	116	0.84	78.1
DF		D	4S	7	21.8	3,615	2,826	302	34	62	4		21	22	57	17 6	20	0.35	144.0
DF		MP	2S	1		253	253	27		46	54				100	34 12	188	1.23	1.3
DF		MP	38	1		121	121	13		100					100	34 10	130	0.89	.9
DF	Т	otals		67	7.4	39,808	36,861	3,944	3	20	35	43	2	2	97	25 10	125	1.09	294.6
DF	Т	D	SM	1		149	149	16				100			100	32 20	560	3.08	.3
DF	Т	D	2S	57	3.7	7,508	7,228	773			50	50			100	32 16	314	1.94	23.0
DF	Т	D	3S	26	2.4	3,371	3,292	352		71	29				100	32 10	117	0.82	28.2
DF	Т	D	4S	7	3.6	949	914	98	20	80			22	28	51	19 6	28	0.40	33.1
DF	Т	MP	2S	9		1,051	1,051	112			86	14			100	34 15	301	1.80	3.5
DF 1	Г 7	Fotal	s	23	3.0	13,028	12,634	1,352	1	24	43	31	2	2	96	27 10	144	1.11	88.0
WH	Т	D	2S	16		335	335	36			100				100	32 14	241	1.50	1.4
WH	Т	D	3S	37		768	768	82		81	19				100	32 8	90	0.64	8.5
WH	Т	D	4S	47	3.7	992	955	102	54	46			19	37	44	18 5	23	0.27	41.1
WH	Т	Tota	als	4	1.8	2,095	2,058	220	25	52	23		9	17	74	20 6	40	0.42	51.0
WH		D	2S	67	5.8	321	303	32				100			100	32 27	1004	5.00	.3
WH		D	3S	17		78	78	8				100			100	32 19	518	2.73	.2
WH		D	4S	16	48.8	137	70	8	79		21		79	11	10	8 4	5	0.23	13.6
WH	1	otal	5	1	15.9	537	451	48	12		3	84	12	2	86	8 5	32	0.72	14.1
CW		D	1P	5		152	152	16				100			100	32 20	560	3.23	.3
CW		D	1S	37	11.4	1,075	953	102			27	73			100	32 19		2.81	2.1
CW		D	2S	40	5.9	1,095	1,030	110			79	21	1		100	32 14		1.45	4.8
CW		D	3S	5		123	123	13		100					100	32 10	120	0.81	1.0
CW		D	4S	13	48.0	636	331	35	10	83	6	0	4	6	90	23 8	30	0.59	11.0
CW	T	otals	6	5	16.0	3,081	2,589	277	1	15	42	41	1	1	99	27 11	135	1.20	19.2
RA		D	3S	29	31.4	104	72	8		41	59			-	100	32 11	109	1.28	.7
RA		D	4S	71	38.0	273	170	18	25	75				17	83	21 6		0.55	6.1
RA	Т	otals		0	36.2	378	241	26	18	65	17		1	12	88	22 7	35	0.65	6.8
Туре Т	otal	s			6.9	58,927	54,834	5,867	3	22	36	39	2	2	96	24 9	116	1.03	473.7

TC TSTAT Elbe Dis					ST projec	ATIST	TICS GIDDYUP			PAGE DATE 6	1 5/16/2009
TWP R		SECT TR	ACT		TYPE		RES	PLOTS	TREES	CuFt	BdFt
	06E		DDY SORT	S	UNT3		107.00	97	491	S	W
					TREES	]	ESTIMATED TOTAL		ERCENT AMPLE	5	
		PLOTS	TREES		PER PLOT		TREES		REES		
TOTAL		97	491		5.1						
CRUISE DBH CO REFORE	DUNT EST	49	245		5.0		17,771		1.4		
COUNT BLANKS 100 %		48	246		5.1						
				STA	ND SUMN	ARY					
		SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG F	FIR	155	94.5	18.7	87	41.6	179.6	39,808	36,861	7,925	7,921
DOUG F		56	25.4	20.7	100	13.1	59.5	13,028	12,634	2,665	2,664
WHEML		5	8.9	7.6	35	1.0	2.8	537	451	85	86
WHEML			29.3	10.3	45	5.3	16.8	2,095	2,058	440	440
COTWO		12 5	5.7 2.3	20.8 15.1	96 75	3.0 0.7	13.5 2.8	3,081 378	2,589	619 96	619
R ALDE TOTAL		5 245	2.3 166.1	15.1 17.4	75 79	0.7 65.9	2.8 275.1	378 58,927	241 54,834	96 11,831	96 11,826
	08.1	TIMES OUT C	OF 100 THE V	OLUME	WILL BE	WITHIN	THE SAMP	LE EKKUK			
CL: 68	8.1 %	COEFF			SAMPL	E TREES	S - BF	#	OF TREES	REO	INF POP
00	8.1 % 1.0	COEFF VAR.%	S.E.%	L	SAMPL OW	E TREES	<b>S - BF</b> HIGH	#	OF TREES	REQ. 10	
00	1.0		S.E.% 5.8	L				#		•	
SD: 1 DOUG F DOUG F	1.0 FIR FIR-T	VAR.% 71.9 51.7	5.8 6.9	L	OW 709 592	AVG 753 636	HIGH 796 680	#		•	
SD: 1 DOUG F DOUG F WHEML	1.0 FIR FIR-T LOCK	VAR.% 71.9 51.7 136.2	5.8 6.9 67.7	L	OW 709 592 341	AVG 753 636 1,056	HIGH 796 680 1,771	#		•	
SD: 1 DOUG F DOUG F WHEML WHEML	1.0 FIR FIR-T LOCK LOCK-T	VAR.% 71.9 51.7 136.2 112.5	5.8 6.9 67.7 33.9	L	OW 709 592 341 92	AVG 753 636 1,056 139	HIGH 796 680 1,771 186	#		•	
SD: 1 DOUG F DOUG F WHEML	1.0 FIR FIR-T LOCK LOCK-T	VAR.% 71.9 51.7 136.2	5.8 6.9 67.7	L	OW 709 592 341	AVG 753 636 1,056	HIGH 796 680 1,771	#		•	
SD: 1 DOUG F DOUG F WHEML WHEML COTWO	1.0 FIR FIR-T LOCK LOCK-T DOD ER	VAR.% 71.9 51.7 136.2 112.5 69.3	5.8 6.9 67.7 33.9 20.9	L	OW 709 592 341 92 535	AVG 753 636 1,056 139 676	HIGH 796 680 1,771 186 817	#		•	1
SD: 1 DOUG F DOUG F WHEML WHEML COTWO R ALDE	1.0 FIR FIR-T LOCK LOCK-T DOD ER	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5	5.8 6.9 67.7 33.9 20.9 44.5	L	OW 709 592 341 92 535 71 652	AVG 753 636 1,056 139 676 128 686	HIGH 796 680 1,771 186 817 185 719		5 239	10 60	1
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68	1.0 FIR FIR-T LOCK LOCK-T DOD ER	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4	5.8 6.9 67.7 33.9 20.9 44.5		OW 709 592 341 92 535 71 652	AVG 753 636 1,056 139 676 128	HIGH 796 680 1,771 186 817 185 719		5	10 60	1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F	1.0 FIR FIR-T LOCK LOCK-T DOD ER K 8.1 % 1.0 FIR	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7	5.8 6.9 67.7 33.9 20.9 44.5 4.9 S.E.% 5.1		OW 709 592 341 92 535 71 652 SAMPL OW 148	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164		5 239 OF TREES	10 60 REQ.	1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F	1.0 FIR FIR-T COCK COCK-T DOD ER K 8.1 % 1.0 FIR FIR-T	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4	5.8 6.9 67.7 33.9 20.9 44.5 4.9 S.E.% 5.1 5.9		OW 709 592 341 92 535 71 652 SAMPL OW 148 123	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164 139		5 239 OF TREES	10 60 REQ.	1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F	1.0 FIR FIR-T COCK COCK-T DOD FIR 8.1 % 1.0 FIR FIR-T COCK	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4	5.8 6.9 67.7 33.9 20.9 44.5 4.9 S.E.% 5.1		OW 709 592 341 92 535 71 652 SAMPL OW 148	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164		5 239 OF TREES	10 60 REQ.	1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F DOUG F	1.0 FIR FIR-T COCK COCK-T DOD ER 8.1 % 1.0 FIR FIR-T COCK COCK-T	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4	5.8 6.9 67.7 33.9 20.9 44.5 4.9 <u>S.E.%</u> 5.1 5.9 67.3		OW 709 592 341 92 535 71 652 SAMPL OW 148 123 60	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164 139 305		5 239 OF TREES	10 60 REQ.	1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F WHEML WHEML COTWO R ALDE	1.0 FIR FIR-T COCK COCK-T DOD R 8.1 % 1.0 FIR FIR-T COCK COCK-T DOD R	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0	5.8 6.9 67.7 33.9 20.9 44.5 4.9 S.E.% 5.1 5.9 67.3 32.8 24.1 33.8		OW 709 592 341 92 535 71 652 SAMPL OW 148 123 60 20 125 40	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164 139 305 40 204 80		5 239 OF TREES 5	<u>10</u> 60 REQ. 10	1 2 INF. POP. 1
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F WHEML WHEML COTWO R ALDE TOTAL	1.0 FIR FIR-T COCK COCK-T DOD FIR FIR-T COCK COCK-T DOD FIR COCK-T DOD	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 68.0 69.2	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.E.% 5.1 5.9 67.3 32.8 24.1		OW 709 592 341 92 535 71 652 SAMPL OW 148 123 60 20 125	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164 139 305 40 204		5 239 OF TREES	10 60 REQ.	1 2 INF. POP. 1
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F WHEML WHEML COTWO R ALDE TOTAL CL: 68	1.0 FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK SIR FIR-T SIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T SIR FIR-T COCK SIR FIR-T COCK SIR FIR-T SIR FIR-T COCK SIR FIR-T SIR SIR FIR-T SIR FIR-T SIR	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 69.2 COEFF	5.8 6.9 67.7 33.9 20.9 44.5 <i>4.9</i> 5.1 5.9 67.3 32.8 24.1 33.8 <i>4.4</i>	L	OW 709 592 341 92 535 71 652 SAMPL OW 148 123 60 20 125 40 137 TREES/	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 <i>143</i> ACRE	HIGH 796 680 1,771 186 817 185 719 <b>5 - CF</b> HIGH 164 139 305 40 204 80 150	#	5 239 OF TREES 5	10 60 REQ. 10 48	1 2 INF. POP. 1 2
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F WHEML WHEML COTWO R ALDE TOTAL CL: 68 SD: 1	1.0 FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK COCK-T OOD FIR FIR-T COCK FIR-T COCK FIR-T	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 68.0 69.2 COEFF VAR.%	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 4.4 S.E.%	L	OW 709 592 341 92 535 71 652 SAMPL OW 148 123 60 20 125 40 137 TREES/ OW	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 <i>143</i> ACRE AVG	HIGH 796 680 1,771 186 817 185 719 <b>5 - CF</b> HIGH 164 139 305 40 204 80 150 HIGH	#	5 239 OF TREES 5	10 60 REQ. 10 48	1 2 INF. POP. 1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F	1.0 FIR FIR-T COCK-T OOD FIR 8.1 % 1.0 FIR-T COCK-T OOD FIR 4.1 5.0 5.0 5.0 5.0 5.0 5.0 5.0 5.0	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 68.0 69.2 COEFF VAR.% 74.6	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 24.1 33.8 4.4 5.E.% 7.6	L	OW           709           592           341           92           535           71           652           SAMPL           OW           148           123           60           20           125           40           137           TREES/           OW           87	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 143 ACRE AVG 94	HIGH 796 680 1,771 186 817 185 719 <b>5 - CF</b> HIGH 164 139 305 40 204 80 150 HIGH 102	#	5 239 OF TREES 5 191 OF PLOTS	10 60 REQ. 10 48 REQ.	1 2 INF. POP. 1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F WHEML WHEML COTWO R ALDE TOTAL CL: 68 SD: 1	1.0 FIR FIR-T COCK-	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 68.0 69.2 COEFF VAR.%	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 4.4 S.E.%	L	OW 709 592 341 92 535 71 652 SAMPL OW 148 123 60 20 125 40 137 TREES/ OW	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 <i>143</i> ACRE AVG	HIGH 796 680 1,771 186 817 185 719 <b>5 - CF</b> HIGH 164 139 305 40 204 80 150 HIGH	#	5 239 OF TREES 5 191 OF PLOTS	10 60 REQ. 10 48 REQ.	1 2 INF. POP. 1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F DOUG F	1.0 FIR FIR-T COCK-T OOD FIR 8.1 % 1.0 FIR-T COCK-T OOD FIR 4.1 % 1.0 FIR-T COCK-T FIR-T COCK	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 69.2 COEFF VAR.% 74.6 72.8 574.9	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 24.1 33.8 4.4 5.E.% 7.6 7.4	L	OW           709           592           341           92           535           71           652           SAMPL           OW           148           123           60           20           125           40           137           TREES/           OW           87           24	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 143 ACRE AVG 94 25	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164 139 305 40 204 80 150 HIGH 102 27	#	5 239 OF TREES 5 191 OF PLOTS	10 60 REQ. 10 48 REQ.	1 2 INF. POP. 1 2 INF. POP.
SD: 1 DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F DOUG F DOUG F DOUG F DOUG F	1.0 FIR FIR-T COCK-T OOD R 8.1 % 1.0 FIR-T COCK COCK-T OOD R 8.1 % 1.0 FIR-T COCK COCK-T OOD R 4.1 COCK-T	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 68.0 68.0 69.2 COEFF VAR.% 74.6 72.8 574.9 193.5 283.4	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 24.1 33.8 4.4 5.E.% 7.6 7.4 58.3 19.6 28.8	L	OW           709           592           341           92           535           71           652           SAMPLI           OW           148           123           60           20           125           40           137           TREES/           OW           87           24           4           24           4           24           4	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 143 ACRE AVG 94 25 9 29 6	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164 139 305 40 204 80 150 HIGH 102 27 14 35 7	#	5 239 OF TREES 5 191 OF PLOTS	10 60 REQ. 10 48 REQ.	1 2 INF. POP. 1 2 INF. POP.
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F DOUG F DOUG F DOUG F DOUG F DOUG F DOUG F WHEML WHEML COTWO R ALDE	1.0 FIR FIR-T LOCK LOCK-T DOD ER 4 8.1 % 1.0 FIR FIR-T LOCK LOCK-T DOD ER 4 8.1 % 1.0 FIR-T LOCK LOCK-T DOD ER 4 2 ER 4 ER ER 4 ER ER 4 ER 4 ER 4 ER 4 ER ER 4 ER ER ER ER ER ER ER ER ER ER	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 68.0 69.2 COEFF VAR.% 74.6 72.8 574.9 193.5 283.4 813.8	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 4.4 5.E.% 7.6 7.4 58.3 19.6 28.8 82.6	L	OW           709           592           341           92           535           71           652           SAMPL:           OW           148           123           60           20           125           40           137           TREES/.           OW           87           24           4           0	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 <i>143</i> ACRE AVG 94 25 9 29 6 2	HIGH 796 680 1,771 186 817 185 719 <b>S - CF</b> HIGH 164 139 305 40 204 80 150 HIGH 102 27 14 35 7 4	#	5 239 OF TREES 5 191 OF PLOTS 5	10 60 REQ. 10 48 REQ. 10	1 2 INF. POP. 1 INF. POP. 1
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F WHEML WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL	1.0 FIR FIR-T COCK COCK-T OOD R A A A A A A A A A A A A A	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 69.2 COEFF VAR.% 74.6 72.8 574.9 193.5 283.4 813.8 71.4	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 24.1 33.8 4.4 5.E.% 7.6 7.4 58.3 19.6 28.8	L	OW           709           592           341           92           535           71           652           SAMPLI           OW           148           123           60           20           125           40           137           TREES/           OW           87           24           4           24           4           154	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 143 ACRE AVG 94 25 9 29 6 2 29 6 2 166	HIGH 796 680 1,771 186 817 185 719 <b>5 - CF</b> HIGH 164 139 305 40 204 80 150 HIGH 102 27 14 35 7 4 178	#	5 239 OF TREES 5 191 OF PLOTS 5 204	10 60 REQ. 10 48 REQ. 10 51	1 2 INF. POP. 1 INF. POP. 1 2 2
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F DOUG F DOUG F WHEML COTWO R ALDE TOTAL COTWO R ALDE TOTAL	1.0 FIR FIR-T COCK-T OOD R ( 8.1 % 1.0 FIR-T COCK-T OOD CR ( 8.1 % 1.0 FIR-T COCK-T OOD SR (	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 69.2 COEFF VAR.% 74.6 72.8 574.9 193.5 283.4 813.8 71.4 COEFF	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 24.1 33.8 4.4 5.E.% 7.6 7.6 7.4 58.3 19.6 28.8 82.6 7.2		OW           709           592           341           92           535           71           652           SAMPLI           OW           148           123           60           20           125           40           137           TREES/           OW           87           24           4           24           4           154           BASAL	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 143 ACRE AVG 94 25 9 29 6 2 29 6 2 166 AREA/A	HIGH 796 680 1,771 186 817 185 719 S - CF HIGH 164 139 305 40 204 80 150 HIGH 102 27 14 35 7 4 178 CRE	#	5 239 OF TREES 5 191 OF PLOTS 5 204 OF PLOTS	10 60 REQ. 10 48 REQ. 10 51 REQ.	1 2 INF. POP. 1 2 INF. POP. 2 INF. POP.
SD: 1 DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 DOUG F DOUG F WHEML COTWO R ALDE TOTAL CL: 68 SD: 1 COTWO R ALDE TOTAL	1.0 FIR FIR-T COCK-	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 69.2 COEFF VAR.% 74.6 72.8 574.9 193.5 283.4 813.8 71.4 COEFF VAR.%	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 24.1 33.8 4.4 5.E.% 7.6 7.4 58.3 19.6 28.8 82.6 7.2 5.E.%		OW           709           592           341           92           535           71           652           SAMPLI           OW           148           123           60           20           125           40           137           TREES/.           OW           87           24           4           24           4           154           BASAL	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 143 ACRE AVG 94 25 9 29 6 2 166 AREA/A AVG	HIGH 796 680 1,771 186 817 185 719 S - CF HIGH 164 139 305 40 204 80 150 HIGH 102 27 14 35 7 4 178 CRE HIGH	#	5 239 OF TREES 5 191 OF PLOTS 5 204	10 60 REQ. 10 48 REQ. 10 51	INF. POP. 1 2 INF. POP. 1 INF. POP. 1 INF. POP. 1 INF. POP. 1
SD: 1 DOUG F DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F WHEML COTWO R ALDE <b>TOTAL</b> CL: 68 SD: 1 DOUG F WHEML COTWO R ALDE <b>TOTAL</b> DOUG F WHEML COTWO R ALDE TOTAL	1.0 FIR FIR-T COCK COCK-T DOD R 8.1 % 1.0 FIR-T COCK COCK-T DOD R 4.1 8.1 % 1.0 FIR-T COCK COCK-T DOD R 4.1 8.1 % 1.0 FIR-T COCK COCK-T DOD FIR FIR-T COCK COCK-T DOD FIR FIR-T COCK COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK COCK-T COCK CO	VAR.% 71.9 51.7 136.2 112.5 69.3 89.5 77.4 COEFF VAR.% 63.7 44.4 135.4 108.8 80.0 68.0 69.2 COEFF VAR.% 74.6 72.8 574.9 193.5 283.4 813.8 71.4 COEFF	5.8 6.9 67.7 33.9 20.9 44.5 4.9 5.1 5.9 67.3 32.8 24.1 33.8 24.1 33.8 4.4 5.E.% 7.6 7.6 7.4 58.3 19.6 28.8 82.6 7.2		OW           709           592           341           92           535           71           652           SAMPLI           OW           148           123           60           20           125           40           137           TREES/           OW           87           24           4           24           4           154           BASAL	AVG 753 636 1,056 139 676 128 686 E TREES AVG 156 131 183 30 165 60 143 ACRE AVG 94 25 9 29 6 2 29 6 2 166 AREA/A	HIGH 796 680 1,771 186 817 185 719 S - CF HIGH 164 139 305 40 204 80 150 HIGH 102 27 14 35 7 4 178 CRE	#	5 239 OF TREES 5 191 OF PLOTS 5 204 OF PLOTS	10 60 REQ. 10 48 REQ. 10 51 REQ.	1 2 INF. POP. 1 INF. POP. 2 INF. POP.

TC TSTATS					STICS			PAGE	2
Elbe District			PROJ	IECT	GIDDYUI			DATE	6/16/2009
TWP RGE	SECT TR	ACT	TYPE	E 1	ACRES	PLOTS	TREES	CuFt	BdFt
15N 06E	30 GI	DDY SORTS	UNT	3	107.00	97	491	S	W
CL: 68.1 %	COEFF		BASA	L AREA	ACRE		# OF PLC	OTS REQ.	INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH		5	10	15
WHEMLOCK-T	188.8	19.2	14	17	20				
COTWOOD	254.5	25.8	10	13	17				
R ALDER	649.0	65.8	1	3	5				
TOTAL	35.8	3.6	265	275	285		51	13	6
CL: 68.1 %	COEFF		NET	BF/ACR	E		# OF PLOTS	REQ.	INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUG FIR	44.7	4.5	35,191	36,861	38,531				
DOUG FIR-T	67.0	6.8	11,775	12,634	13,493				
WHEMLOCK	871.2	88.4	52	451	850				
WHEMLOCK-T		19.7	1,652	2,058	2,464				
COTWOOD	252.4	25.6	1,926	2,589	3,251				
R ALDER	705.1	71.5	69	241	414				
TOTAL	37.5	3.8	52,745	54,834	56,922		56	14	6
CL: 68.1 %	COEFF		NET	CUFT F	ſ/ACRE		# OF PLOTS	REQ.	INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUG FIR	43.3	4.4	7,573	7,921	8,269				
DOUG FIR-T	66.2	6.7	2,485	2,664	2,843				
WHEMLOCK	791.7	80.3	17	86	155				
WHEMLOCK-T		20.0	352	440	528				
COTWOOD	251.3	25.5	461	619	777				
R ALDER	624.7	63.4	35	96	157		50	12	
TOTAL	36.2	3.7	11,392	11,826	12,261		52	13	6
CL: 68.1 %	COEFF			S/ACRE			# OF PLOTS	REQ.	INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUG FIR	43.3	4.4	216	226	236				
DOUG FIR-T	66.1	6.7	71	76	81				
WHEMLOCK	796.8	80.8	1	3	5				
WHEMLOCK-T		19.9	11	14	17				
COTWOOD	251.3	25.5	11	15	19				
R ALDER TOTAL	624.5 <i>36.5</i>	63.4 <i>3</i> .7	1 324	3 <i>336</i>	-		53	13	6
		5.7							
CL: 68.1 %	COEFF			R/ACRE			# OF PLOTS	-	INF. POP.
SD: 1.0 DOUG FIR	VAR.%	S.E.%	LOW 196	AVG 205	HIGH 214		5	10	15
DOUG FIR DOUG FIR-T			196 198	205 212	214				
WHEMLOCK	871.2	88.4	198	161	303				
WHEMLOCK-T		9.9	98	101	303 146				
COTWOOD	139.5	9.9 14.1	143	122	241				
R ALDER	705.1	71.5	24	86	147				
TOTAL	190.3	19.3	192	199			1,446	362	161
IUIAL	190.3	17.3	192	199	207		1,440	502	101

T T Elbe I		CST( strict				Species,	Sort G Projec	rade - Boar t: GID	d Fo DYU		olur	nes (T	Гуре)			Pag Date Tim	e 6	1 5/16/20 2:50:0	
T15N Twp 15N	p		8	Sec	Tract GIDDY	SORTS	Type ROV			Plot 97		-	<b>le Tree</b> 91	S	CuFt S	T15N H BdFt W	R6E S3	30 TR(	OW
				%					Per	cent N	let B	oard Fo	ot Volu	ıme		Avera	ge Log	ç	Logo
Spp		So rt	Gr ad	Net BdFt	Bd. Def%	Ft. per Ac Gross	re Net	Total Net MBF	L 4-5	og Sca 6-11		ia. 6 17+	-	g Ler 21-30	ngth 31-35 36-99	Ln Dia Ft In	Bd Ft	CF/ Lf	Logs Per /Acre
DF	Т	D	SM			309	309	2				100			100	32 20	583	3.27	.5
DF	Т	D	2 <b>S</b>	64	5.3	33,408	31,633	158			41	59			100	32 16	340	2.11	93.0
DF	Т	D	3S	25	5.5	13,074	12,355	62		61	34	5		0	100	32 10	116	0.83	106.5
DF	Т	D	4S	8	17.8	4,547	3,739	19	30	66	3		21	23	56	17 6	21	0.36	176.1
DF	Т	MP	2S	2		1,368	1,368	7		8	80	12			100	34 14	272	1.65	5.0
DF	Т	MP	3S	1		118	118	1		100					100	34 10	130	0.89	.9
DF 1	Г	Tota	ls	90	6.3	52,826	49,523	248	2	21	37	40	2	2	97	25 10	130	1.10	382.0
WH	Т	D	2S	34	4.1	937	899	4			31	69			100	32 19	509	2.73	1.8
WH	Т	D	3S	30		793	793	4		65	15	20			100	32 9	108	0.73	7.3
WH	Т	D	4 <b>S</b>	36	15.3	1,100	932	5	58	39	3		28	33	39	13 5	15	0.26	61.9
WH	Т	Tot	als	5	7.3	2,830	2,624	13	21	33	16	30	10	12	78	16 6	37	0.49	71.0
CW	Т	D	1P	5		152	152	1				100			100	32 20	560	3.23	.3
CW	Т	D	1 <b>S</b>	37	11.4	1,075	953	5			27	73			100	32 19	445	2.81	2.1
CW	Т	D	2S	40	5.9	1,095	1,030	5			79	21			100	32 14	216	1.45	4.8
CW	Т	D	3S	5		123	123	1		100					100	32 10	120	0.81	1.0
CW	Т	D	4S	13	48.0	636	331	2	10	83	6	0	4	6	90	23 8	30	0.59	11.0
CW	Т	Tot	als	5	16.0	3,081	2,589	13	1	15	42	41	1	1	99	27 11	135	1.20	19.2
RA	Т	D	3S	29	31.4	104	72	0		41	59				100	32 11	109	1.28	.7
RA	Т	D	4S	71	38.0	273	170	1	25	75				17	83	21 6	28	0.55	6.1
RA '	Г	Tota	ıls	0	36.2	378	241	1	18	65	17			12	88	22 7	35	0.65	6.8
Туре Т	[ota	ls			7.0	59,115	54,976	275	3	21	36	39	2	2	96	24 9	115	1.04	479.0

Elbe District			S PROJ	STATIS". IECT	FICS GIDDYUP			PAGE DATE 6	1 5/16/2009
TWP RGE		RACT	TYPE		CRES	PLOTS	TREES	CuFt	BdFt
15N 6E	<b>30</b> G	IDDY SORT	rs ROW	V	5.00	97	491	S	W
					ESTIMATED	р	ERCENT		
			TREES		TOTAL		AMPLE		
	PLOTS	TREES	PER PLO	OT	TREES	Т	REES		
TOTAL	97	491	5.1						
CRUISE	49	245	5.0		850		28.8		
DBH COUNT									
REFOREST									
COUNT	48	246	5.1						
BLANKS 100 %									
100 %			STAND SU	MMARY					
	SAMPLE	TREES	AVG BOLE		BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH LEN		AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUG FIR-T	211	119.5	19.2 9	0 54.6	239.1	52,826	49,523	10,593	10,588
WHEMLOCK-	-T 17	42.4	9.2 4	1 6.5	19.6	2,830	2,624	538	539
COTWOOD-T	12	5.7	20.8 9	6 3.0	13.5	3,081	2,589	619	619
R ALDER-T	5	2.3	15.1 7	5 0.7	2.8	378	241	96	96
TOTAL	245	169.9	17.2 78	8 66.3	275.1	59,115	54,976	11,846	11,842
	CE LIMITS OF TIMES OUT		E /OLUME WILL 1	BE WITHIN	N THE SAMP	LE ERROR			
CL: 68.1 %	COEFF		SAM	PLE TREE	S - BF	#	OF TREES	REO.	INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	1
DOUG FIR-T	68.7	4.7	688	722	756				
WHEMLOCK-		51.8	197	409	621				
COTWOOD-T		20.9	535	676	817				
R ALDER-T TOTAL	89.5 77.4	44.5 <i>4</i> .9	71 652	128 686	185 719		239	60	2
	COEFF								
CL: 68.1 %			C A M	PLE TREE	S - CF	#	OF TREES	REO	INF. POP.
CD 1.0						Π		-	1
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	1
DOUG FIR-T	VAR.% 60.8	S.E.% 4.2	LOW 143	AVG 150	HIGH 156	π 		-	1
	VAR.% 60.8 -T 193.7	S.E.%	LOW	AVG	HIGH	11		-	1
DOUG FIR-T WHEMLOCK-	VAR.% 60.8 -T 193.7	S.E.% 4.2 48.4	LOW 143 39	AVG 150 75	HIGH 156 111			-	1
DOUG FIR-T WHEMLOCK- COTWOOD-T	VAR.% 60.8 -T 193.7 80.0	S.E.% 4.2 48.4 24.1	LOW 143 39 125	AVG 150 75 165	HIGH 156 111 204			-	
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T	VAR.% 60.8 •T 193.7 80.0 68.0	S.E.% 4.2 48.4 24.1 33.8 4.4	LOW 143 39 125 40 <i>137</i>	AVG 150 75 165 60 143	HIGH 156 111 204 80		5 191	10 48	2
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0	VAR.% 60.8 •T 193.7 80.0 68.0 69.2	S.E.% 4.2 48.4 24.1 33.8 4.4	LOW 143 39 125 40 <i>137</i>	AVG 150 75 165 60	HIGH 156 111 204 80		5	10 48	1 2 INF. POP. 1
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T	VAR.% 60.8 -T 193.7 80.0 68.0 69.2 COEFF VAR.% 62.7	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4	LOW 143 39 125 40 <i>137</i> <b>TREF</b> LOW 112	AVG 150 75 165 60 <i>143</i> ES/ACRE AVG 120	HIGH 156 111 204 80 150 HIGH 127		5 191 OF PLOTS	10 48 REQ.	2 INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK-	VAR.% 60.8 -T 193.7 80.0 68.0 69.2 COEFF VAR.% 62.7 -T 201.4	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4	LOW 143 39 125 40 <i>137</i> <b>TREE</b> LOW 112 34	AVG 150 75 165 60 <i>143</i> ES/ACRE AVG 120 42	HIGH 156 111 204 80 150 HIGH 127 51		5 191 OF PLOTS	10 48 REQ.	2 INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T <b>TOTAL</b> CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T	VAR.% 60.8 60.8 193.7 80.0 68.0 69.2 COEFF VAR.% 62.7 -T 201.4 283.4	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8	LOW 143 39 125 40 <i>137</i> <b>TREE</b> LOW 112 34 4	AVG 150 75 165 60 <i>143</i> ES/ACRE AVG 120 42 6	HIGH 156 111 204 80 150 HIGH 127 51 7		5 191 OF PLOTS	10 48 REQ.	2 INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T	VAR.% 60.8 -T 193.7 80.0 68.0 69.2 COEFF VAR.% 62.7 -T 201.4 283.4 813.8	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6	LOW 143 39 125 40 <i>137</i> <b>TREE</b> LOW 112 34 4 0	AVG 150 75 165 60 <i>143</i> ES/ACRE AVG 120 42 6 2	HIGH 156 111 204 80 150 HIGH 127 51 7 4		5 191 OF PLOTS 5	10 48 REQ. 10	2 INF. POP. 1
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL	VAR.% 60.8 60.8 193.7 80.0 68.0 69.2 COEFF VAR.% 62.7 -T 201.4 283.4	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6 7.3	LOW 143 39 125 40 137 <b>TREE</b> LOW 112 34 4 0 157	AVG 150 75 165 60 <i>143</i> ES/ACRE AVG 120 42 6 2 <i>170</i>	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182	#	5 191 OF PLOTS 5 208	10 48 REQ. 10 52	2 INF. POP. 1 2.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 %	VAR.% 60.8 60.8 193.7 80.0 68.0 69.2 COEFF VAR.% 62.7 COEFF 283.4 813.8 72.1 COEFF	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6 7.3	LOW 143 39 125 40 137 TREE LOW 112 34 4 0 157 BASA	AVG 150 75 165 60 143 ES/ACRE AVG 120 42 6 2 170 ALAREA/A	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 ACRE	#	5 191 OF PLOTS 5 208 OF PLOTS	10 48 REQ. 10 52 REQ.	2 INF. POP. 1 2. INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL	VAR.% 60.8 60.8 193.7 80.0 68.0 69.2 COEFF VAR.% 62.7 -T 201.4 283.4 813.8 72.1	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6 7.3	LOW 143 39 125 40 137 <b>TREE</b> LOW 112 34 4 0 157	AVG 150 75 165 60 <i>143</i> ES/ACRE AVG 120 42 6 2 <i>170</i>	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182	#	5 191 OF PLOTS 5 208	10 48 REQ. 10 52	2 INF. POP. 1 2.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T <b>TOTAL</b> CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T <b>TOTAL</b> CL: 68.1 % SD: 1.0	VAR.% 60.8 60.8 60.8 60.0 68.0 69.2 COEFF VAR.% 62.7 COEFF 201.4 283.4 813.8 72.1 COEFF VAR.% 41.0 -T 192.6	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6 7.3 S.E.% 4.2 19.5	LOW 143 39 125 40 <i>137</i> <b>TREE</b> LOW 112 34 4 0 <i>157</i> <b>BASA</b> LOW 229 16	AVG 150 75 165 60 <i>143</i> ES/ACRE AVG 120 42 6 2 <i>170</i> AL AREA/A AVG 239 20	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 <b>CRE</b> HIGH 249 23	#	5 191 OF PLOTS 5 208 OF PLOTS	10 48 REQ. 10 52 REQ.	2 INF. POP. 1 2. INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T	VAR.% 60.8 60.8 60.8 60.8 68.0 69.2 COEFF VAR.% 62.7 COEFF 283.4 813.8 72.1 COEFF VAR.% 41.0 COEFF VAR.% 41.0 COEFF	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6 7.3 S.E.% 4.2 19.5 25.8	LOW 143 39 125 40 137 <b>TREE</b> LOW 112 34 4 0 157 <b>BASA</b> LOW 229 16 10	AVG 150 75 165 60 143 ES/ACRE AVG 120 42 6 2 170 AL AREA/A AVG 239 20 13	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 ACRE HIGH 249 23 17	#	5 191 OF PLOTS 5 208 OF PLOTS	10 48 REQ. 10 52 REQ.	2 INF. POP. 1 2. INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T WHEMLOCK- COTWOOD-T R ALDER-T	VAR.% 60.8 60.8 60.8 60.8 68.0 69.2 COEFF VAR.% 62.7 -T 201.4 283.4 813.8 72.1 COEFF VAR.% 41.0 -T 192.6 254.5 649.0	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6 7.3 S.E.% 4.2 19.5 25.8 65.8	LOW 143 39 125 40 137 <b>TREE</b> LOW 112 34 4 0 157 <b>BASA</b> LOW 229 16 10 1	AVG 150 75 165 60 143 ES/ACRE AVG 120 42 6 2 170 AL AREA/A AVG 239 20 13 3	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 ACRE HIGH 249 23 17 5	#	5 191 OF PLOTS 5 208 OF PLOTS 5	10 48 REQ. 10 52 REQ. 10	2 INF. POP. 1 2 INF. POP. 1
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL	VAR.% 60.8 60.8 60.8 60.8 60.0 68.0 69.2 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF 5.5 649.0 35.8	S.E.%         4.2         48.4         24.1         33.8         4.4         S.E.%         6.4         20.4         28.8         82.6         7.3         S.E.%         4.2         19.5         25.8         65.8         3.6	LOW 143 39 125 40 137 <b>TREE</b> LOW 112 34 4 0 157 <b>BASA</b> LOW 229 16 10	AVG 150 75 165 60 143 ES/ACRE AVG 120 42 6 2 170 AL AREA/A AVG 239 20 13	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 ACRE HIGH 249 23 17	#	5 191 OF PLOTS 5 208 OF PLOTS	10 48 REQ. 10 52 REQ.	2 INF. POP. 1 2 INF. POP. 1
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 %	VAR.% 60.8 60.8 60.8 60.8 69.2 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF 0.14 283.4 813.8 72.1 COEFF VAR.% 41.0 COEFF VAR.% 62.7 COEFF C	S.E.%         4.2         48.4         24.1         33.8         4.4         S.E.%         6.4         20.4         28.8         82.6         7.3         S.E.%         4.2         19.5         25.8         65.8         3.6	LOW 143 39 125 40 137 TREE LOW 112 34 4 0 157 BASA LOW 229 16 10 1 265 NET 1	AVG 150 75 165 60 143 ES/ACRE AVG 120 42 6 2 170 AL AREA/A AVG 239 20 13 3 275 BF/ACRE	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 ACRE HIGH 249 23 17 5 285	#	5 191 OF PLOTS 5 208 OF PLOTS 5 51 OF PLOTS	10 48 REQ. 10 52 REQ. 10 13 REQ.	2 INF. POP. 1 INF. POP. 1 INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0	VAR.% 60.8 60.8 60.8 60.8 69.2 COEFF VAR.% 62.7 COEFF VAR.% 62.7 COEFF VAR.% 41.0 COEFF VAR.% 62.7 COEFF VAR.% 649.0 35.8 COEFF VAR.% 649.0 A3.5 COEFF VAR.%	S.E.% 4.2 48.4 24.1 33.8 4.4 S.E.% 6.4 20.4 28.8 82.6 7.3 S.E.% 4.2 19.5 25.8 65.8 3.6 S.E.%	LOW 143 39 125 40 137 TREE LOW 112 34 4 0 157 BASA LOW 229 16 10 1 265 NET I LOW	AVG 150 75 165 60 143 ES/ACRE AVG 120 42 6 2 170 AL AREA/A AVG 239 20 13 3 275 BF/ACRE AVG	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 ACRE HIGH 249 23 17 5 285 HIGH	#	5 191 OF PLOTS 5 208 OF PLOTS 5 51	10 48 REQ. 10 52 REQ. 10 13	2 INF. POP. 1 2. INF. POP.
DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 % SD: 1.0 DOUG FIR-T WHEMLOCK- COTWOOD-T R ALDER-T TOTAL CL: 68.1 %	VAR.% 60.8 60.8 60.8 60.8 69.2 COEFF VAR.% 62.7 COEFF VAR.% 72.1 COEFF VAR.% 41.0 COEFF VAR.% 41.0 5.8 COEFF VAR.% 43.3	S.E.%         4.2         48.4         24.1         33.8         4.4         S.E.%         6.4         20.4         28.8         82.6         7.3         S.E.%         4.2         19.5         25.8         65.8         3.6	LOW 143 39 125 40 137 TREE LOW 112 34 4 0 157 BASA LOW 229 16 10 1 265 NET 1	AVG 150 75 165 60 143 ES/ACRE AVG 120 42 6 2 170 AL AREA/A AVG 239 20 13 3 275 BF/ACRE	HIGH 156 111 204 80 150 HIGH 127 51 7 4 182 ACRE HIGH 249 23 17 5 285	#	5 191 OF PLOTS 5 208 OF PLOTS 5 51 OF PLOTS	10 48 REQ. 10 52 REQ. 10 13 REQ.	2 INF. POP. 1 INF. POP. 1 INF. POP.

TC TST	ATS				STATISTICS					PAGE	2
Elbe District				PROJECT GIDDYUP			P		DATE	6/16/2009	
TWP	RGE	SECT	TRA	СТ	TYP	E A	ACRES	PLOTS	TREES	CuFt	BdFt
15N	6E	30 GIDI		DY SORTS	ROV	V	5.00	97	491	S	W
CL: 68.1%		COEFF			NET BF/ACRE				# OF PLOTS REQ.		INF. POP
SD:	1.0	VA	R.	S.E.%	LOW	AVG	HIGH		5	10	15
R ALDER-T		705.1		71.5	69	241	414				
TOTA	TOTAL		.6	3.8	52,877	54,976	57,075		57	14	6
CL:	68.1 %	COEFF			NET CUFT FT/ACRE				# OF PLOTS REQ.		INF. POP.
SD:	1.0	) VAR.%		S.E.%	LOW	AVG	HIGH		5	10	15
DOUC	G FIR-T	42	2.4	4.3	10,132	10,588	11,044				
WHE	MLOCK-T	238	3.3	24.2	409	539	669				
COTV	COTWOOD-T		.3	25.5	461	619	777				
R ALI	DER-T	624	1.7	63.4	35	96	157				
TOTA	TOTAL		.3	3.7	11,406	11,842	12,278		53	13	6
CL:	CL: 68.1 %		COEFF		TONS/ACRE				# OF PLOTS REQ.		INF. POP.
SD:	1.0	VA	R.%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUG	G FIR-T	42	2.4	4.3	289	302	315				
WHE	MLOCK-T	238	8.6	24.2	13	17	21				
COTV	VOOD-T	251	.3	25.5	11	15	19				
R ALI	DER-T	624	1.5	63.4	1	3	4				
TOTA	AL	36	.5	3.7	324	337	349		53	13	6
CL:	CL: 68.1 %		COEFF		V-BAR/ACRE				# OF PLOTS REQ.		INF. POP.
SD:	1.0	VAR.%		S.E.%	LOW	AVG	HIGH		5	10	15
DOUG	G FIR-T				198	207	216				-
WHE	MLOCK-T	206	5.1	20.9	99	134	168				
COTV	VOOD-T	139	0.5	14.1	143	192	241				
R ALI	DER-T	705	5.1	71.5	24	86	147				
TOTA	AL	191	.0	19.4	192	200	207		1,457	364	162