



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

To: Eugene District Office

Attn: Debra Wilson, Siuslaw Resource Area (541) 683-6798

PROSPECTUS REQUEST

Please send the following information for the timber sale to be sold on **March 25, 2010**.
(Check appropriate boxes)

Parcel No.	Sale Name	Prospectus	EXHIBITS AND APPRAISALS				
			Road			Slash Disposal	Other (<i>indicate</i>)
			Construction	Maintenance	Decom-missioning		
1	Leibo Canyon						
2	Russell Creek						
3	Trip West						

Mail to:

Requested by: _____



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

February 24, 2010

This advertisement includes:

Parcel No. 1 – Leibo Canyon

Parcel No. 2 – Russell Creek

Parcel No. 3 – Trip West

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 2890 CHAD DRIVE, EUGENE, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **March 25, 2010**.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about February 24, 2010. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400, 5420, as amended.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

AN ENVIRONMENTAL ANALYSIS (EA) was prepared for the North Lake Creek Thinning Project, which includes the Leibo Canyon and Trip West sale areas. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Determination of NEPA Adequacy (DNA) has been documented for each sale. These documents are available for inspection as background for this sale at the Eugene District Office.

AN ENVIRONMENTAL IMPACT STATEMENT (EIS) was prepared for the Upper Siuslaw Late-Successional Reserve Restoration Plan, which includes the Russell Creek sale area. A Finding of No Significant Impact and Decision Record for the EIS have been documented. A Determination of NEPA Adequacy (DNA) has been documented for this sale. These documents are available for inspection as background for this sale at the Eugene District Office.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact the District Office at 683-6600.

This timber sale notice can also be found on the Eugene District web page at <http://www.blm.gov/or/districts/eugene/timbersales/index.php>.

Attachments:

- Form 1140-4
- Form 1140-6
- Form 5450-17
- Form 5450-22
- Form 5440-9

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

Scale Sale Designation by Prescription

PARCEL NO.: 1
SALE DATE: March 25, 2010

Tract No. E-10-565 Leibo Canyon
Lane County, Oregon: O&C

Bid Deposit Required: \$8,700.00

All timber designated for cutting on E1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, NW1/4SE1/4, Section 19, T. 15 S., R. 6 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appr. Price
834	1,697	Douglas-fir	926	\$ 85.00	\$ 78,710.00
218	494	Western hemlock	269	\$ 28.00**	7,532.00
1,052	2,191	TOTALS	1,195		\$ 86,242.00

** 10% of Pond Value

APPRAISED PRICES are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for export private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes and the cubic log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: Volume for all coniferous species in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 75 plots and 51 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the location of the sample trees is available at the Eugene District Office. Volume for all coniferous species in the right-of-ways was based on a 100% cruise using the **National Cruise Processing Program** for estimating board foot volume of trees in 16-foot logs.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 11.8" DBHOB; the average log contains 38 bd. ft.; the total gross volume is approximately 986 MBF; and 94% recovery is expected.

BLM Designation by Prescription (DxP) Scale Sale Timber Sale Process:

Operations on this timber sale will be conducted under a Designation by Prescription (DxP) scale contract. DxP is also referred to as "Purchaser Select." This is a method of sale where the Government does not mark (paint) the timber to be cut and removed in the Partial Harvest Areas. Instead, the timber to be cut is designated by prescription, i.e., written cutting guidelines (Selection Criteria) which implement the silvicultural prescription and are made a requirement of the timber sale contract by the attachment of Exhibit S containing the Selection Criteria inspection and oversight of the BLM timber sale contract administrator.

1. Cruise: The variable plot cruise was implemented with the cruiser using the Selection Criteria for cutting in order to estimate the volume that would be cut and removed. The estimated volume was used for appraisal purposes and is delineated in this timber sale notice. In addition, this volume is delineated in the attached Exhibit B, and will be used to bill the Purchaser.

CUTTING AREA: Three areas totaling approximately 71 acres must be partially harvested and approximately 1.6 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. roads covered by Right-of-Way and Road Use Agreement E-340 between Weyerhaeuser Company and the United States. In the construction, renovation and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered for execution at least 15 days prior to any use of company roads. See the prospectus for full terms and conditions.

ROAD MAINTENANCE: The Purchaser shall maintain Weyerhaeuser Company roads and pay applicable above-normal maintenance and rockwear fees; or at Weyerhaeuser's option, pay maintenance fees estimated at \$593.41 and rockwear fees estimated at \$400.90. The Purchaser shall pay BLM an estimated road maintenance fee of \$3,831.19. See Exhibit D map for specification of road maintenance responsibility. In accordance with Exhibit D, damage to paved roads caused by track-mounted equipment shall be repaired at the Purchaser's expense. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required
Spurs A-C, Road No:15-6-19.5 Junction

Suggested Rock Source: Commercial
Junction City Area

Class: SN-14

Length: 15.75 Stations

Surfacing: (Spur C) 3" minus

Width: 12'

Compacted Depth: 8"

Estimated Quantity: 200 CY truck measure

Total estimated excavation: 20 hours of tractor time

Total estimated construction cost: \$12,546.38

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION: Required

Road Nos. 15-6-18.6B, 15-6-19.1, 15-6-19.5, 15-6-19.75

Class: SN-14

Length: 52.17 Stations

Surfacing: N/A

Total estimated excavation: 4 hours of tractor time

Total estimated renovation cost: \$3,312.54

Special Requirements in Road Renovation: Operations limited to periods of dry weather.

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: This is a scale sale. Sections 1-41 may differ from lump sum sales.

This is a Designation by Prescription sale. There are provisions regarding training of timber fallers, cutting operations, selection criteria of trees to be cut and retained, and compliance with the selection criteria set forth in Exhibit S. Exhibit S is included in the Prospectus and contains 3 sheets. Retention trees have been pre-marked in the Partial Harvest Areas with orange paint to provide an example of the retention guidelines; the Pre-marked Example Areas are shown on Exhibit A.

The contract will contain special provisions regarding selection of retention trees and trees to be harvested, coarse woody debris retention, road construction, road renovation, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

OTHER SPECIAL REQUIREMENTS:

Between July 1 and September 15 of 2010, a culvert located at mile post 0.40 of Road No. 15-6-26 is expected to be replaced under a separate contract. It is estimated that this work will take approximately two weeks. This may interfere with timber haul.

With the exception of hauling, operations within the Special Operating Area shall not be permitted from March 1 to July 7 of each year, both days inclusive.

Approximately 13 standing trees in 5 groups have been marked with yellow paint above and below breast height in the Approximate Location of Special Habitat Trees. These trees shall not be felled, damaged, or removed during logging operations.

The Purchaser shall rock Spur C for wet weather haul. The Purchaser shall have the option to not rock Spur C. If the Purchaser exercises this option, the purchase price will be increased by the cost of surfacing as appraised at the time of the sale.

No yarding or hauling shall be conducted on natural surfaced roads or Road No. 15-6-17.2 or roads tributary to it during periods of wet weather, as determined by the Authorized Officer.

The Purchaser shall not rock Spurs A-B or Road No. 15-6-18.6B.

The Purchaser has the option to rock Road Nos. 15-6-19.75, 15-6-19.5, and 15-6-19.5 Junction. See attached Road Surfacing Illustration.

Yarding *shall* be done with a carriage equipped skyline capable of yarding 1,500 feet slope distance in the Partial Harvest Areas on slopes greater than 35%.

In the Partial Harvest Areas, where slopes are less than 35%, yarding *may* be done either by a skyline system as described above, or by equipment operated entirely on designated skid roads during periods of low soil moisture. New skid trails within 210 feet of streams shall be located at least 75 feet from the posted boundary.

The Purchaser shall clean yarding, logging, road construction, decommissioning, and slash disposal equipment, using a water pressure hose, prior to entry on BLM lands.

There are requirements for blocking and waterbarring roads between logging seasons.

Upon completion of hauling, the Purchaser shall decommission designated skid trails, newly constructed roads and renovated roads. Decommissioning measures include:

- Decompact all skid trails and natural surface roads with decompaction equipment, such as a track mounted excavator.
- Construct drainage dips, waterbars and/or lead-off ditches as needed.
- Place logging slash on road prisms of tilled natural surface roads and rocked surface roads where available.
- Block skid trails with root wads, logs and slash. Block Road No. 15-6-19.1 within 500 feet of entrance. Block Road No. 15-6-19.5 at the end of Road No. 15-6-19.5 Junction.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$1,281.31 in lieu thereof. The option must be declared prior to contract execution.

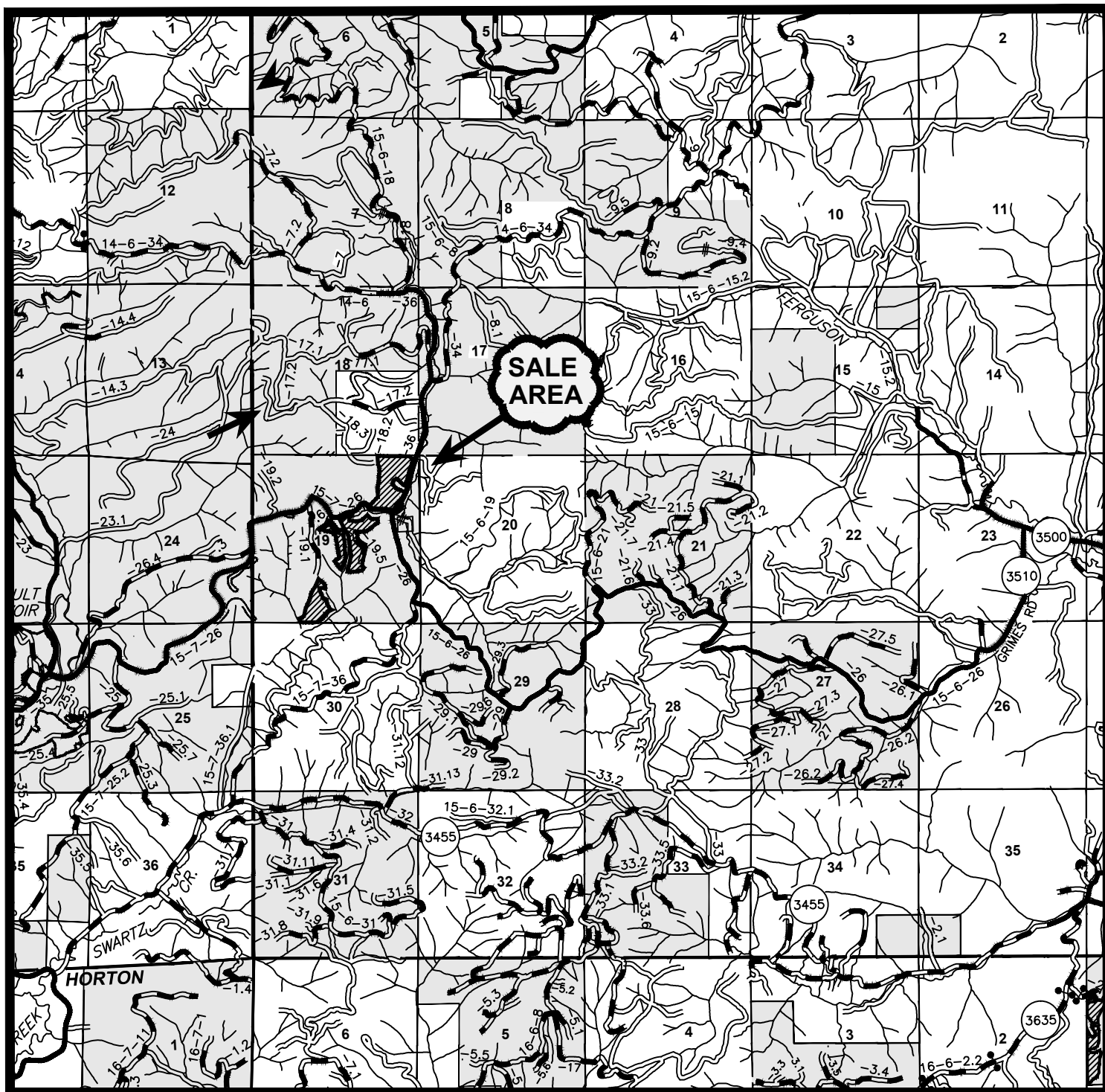
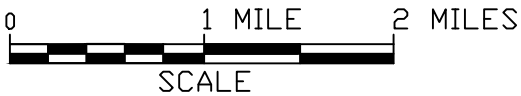
NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to a portion of the sale is through a locked gate. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Alan Corbin at 683-6792.

From Junction City, take Highway 99W to Ferguson Road. Turn west and proceed approximately 10 miles to Grimes Road (County Road No. 3510). Turn south and proceed on Grimes Road for approximately 1 mile to Road No. 15-6-26. Proceed on Road No. 15-6-26 for approximately 6 miles to Road No. 15-7-36. Turn north and follow Road No. 15-7-36 for approximately 1 mile, following the timber sale signs to the sale area.

TIMBER SALE LOCATION MAP

Leibo Canyon

TOWNSHIP 15 S. RANGE 6 W. SEC. 19



Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

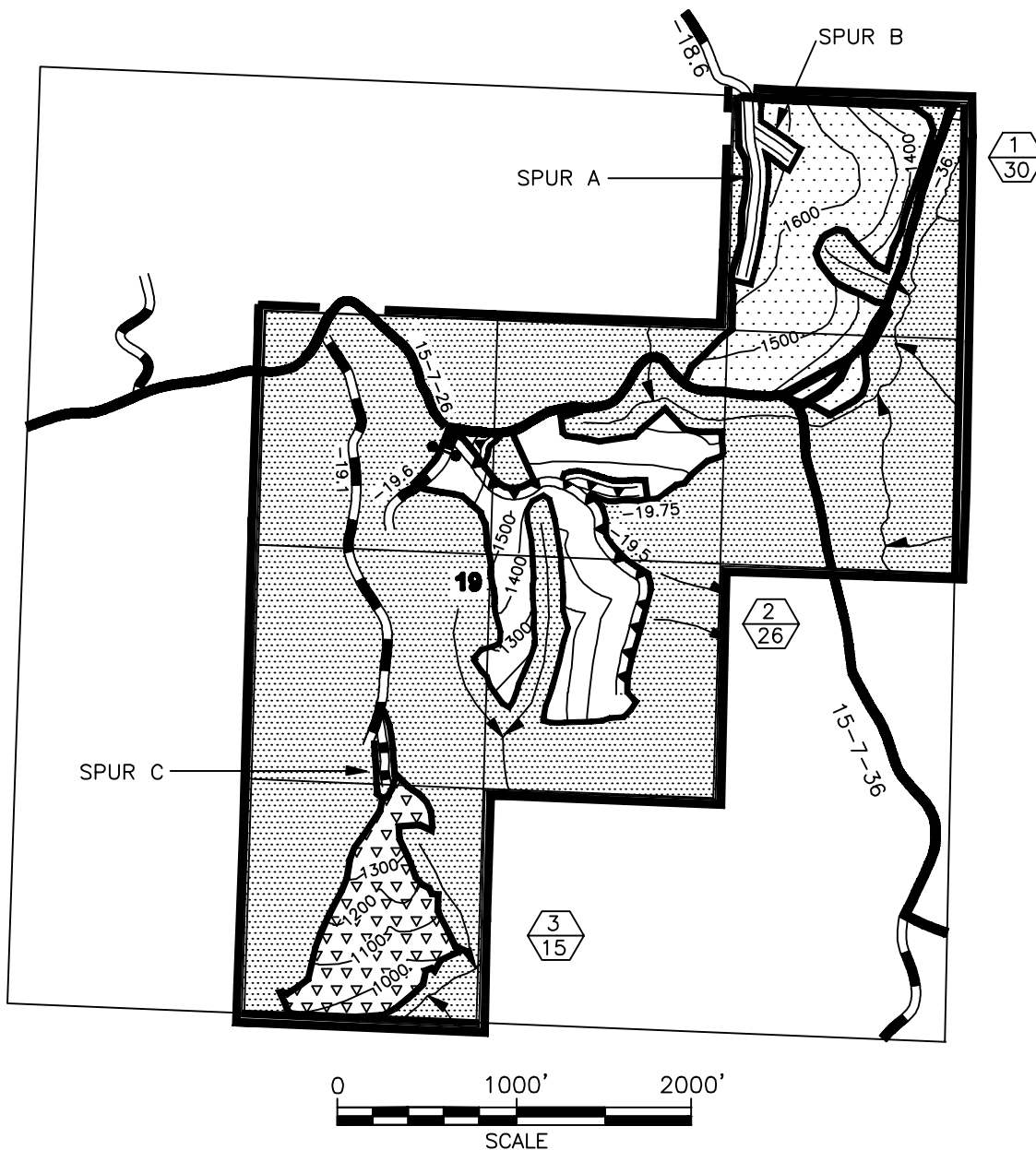
	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Felling, yarding or loading																								
<u>Partial Harvest Areas</u>									X	X	X	X												
<ul style="list-style-type: none"> April 15 – June 15, both days inclusive Sap flow seasonal restriction may be conditionally waived 																								
<u>Special Operating Area</u>						X	X	X	X	X	X	X	X	X										
<ul style="list-style-type: none"> March 1 – July 7, both days inclusive 																								
Ground-based yarding																								
<u>Partial Harvest Areas</u>		X	X	X	X	X	X	X	X	X	X	X	X	X						X	X	X	X	X
<ul style="list-style-type: none"> Typically October 1 – July 1; may vary due to weather conditions 																								
Right-of-way logging and clearing																								
<u>Right-of-Way Areas</u>		X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
<ul style="list-style-type: none"> Typically October 1 – May 31; may vary due to weather conditions 																								
Yarding & hauling on natural-surfaced roads, Road No. 15-6-17.2 and those roads tributary to it																								
<u>Partial Harvest Areas</u>		X	X	X	X	X	X	X	X	X								X	X	X	X	X	X	X
<ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions Purchaser option rock of some roads will be permitted 																								

NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ILLUSTRATION OF WET
SEASON YARDING
OPPORTUNITIES

SALE NAME: LEIBO CANYON TIMBER SALE CONTRACT NO: OR090-TS10-565
T. 15 S., R. 6 W., SEC. 19 WILL. MER., EUGENE DISTRICT



LEGEND

- | | | | |
|--|---|--|------------------------------|
| | RESERVE AREA | | PAVED ROAD |
| | DRY SEASON | | ROCK SURFACED ROAD |
| | WET SEASON OR DRY SEASON | | PURCHASER'S OPTION TO ROCK |
| | WET SEASON: CABLE TO ROCKED ROAD OR
DRY SEASON: CABLE/SKID COMBINATION | | ROAD APPRAISED FOR SURFACING |
| | | | ROCKING NOT ALLOWED |

DATE: 11/23/09

EXHIBIT "A"

T. 15 S., R. 6 W., SEC. 19 WILL. MER., EUGENE DISTRICT



- | | | | |
|--|---|--|---|
| | PARTIAL HARVEST AREA | | BOUNDARY – CONTRACT AREA |
| | RESERVE AREA | | BOUNDARY – CUTTING AREA
(BLAZED, PAINTED & POSTED) |
| | CLEARCUT (R/W) AREA | | PAVED ROAD |
| | SPECIAL OPERATING AREA | | ROCK SURFACED ROAD |
| | APPROXIMATE LOCATION OF
PRE-MARKED EXAMPLE AREA (3) | | ROAD TO BE CONSTRUCTED |
| | APPROXIMATE LOCATION OF
SPECIAL HABITAT TREES
5 GROUPS (13 Trees) | | ROAD TO BE RENOVATED |
| | | | GATE |
| | | | STREAM |
| | | | PARTIAL HARVEST NUMBER
ACRES |

DATE: 1/7/2010

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)
EUGENE DISTRICT
SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

- I. Total Actual Purchase Price - In accordance with Section 3(d) of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Merchantable logs - Douglas-fir	MBF	
Western hemlock	MBF	
Utility logs		Not Applicable

- II. Merchantable Timber - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	5 inches	33-1/3% of gross volume of any log segment

- III. Merchantable Timber Remaining - Measurement Requirements - The remaining volume of any merchantable sold timber and not reserved by contract on the contract area shall be determined as provided in Section 3(e) of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Scaling

- A. Log Rule and Measurement - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. All loads will be scaled.
- B. Scaling Service - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.
1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
- C. Other Timber - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.
- D. Defect Caused by Abnormal Delay - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.

- E. Log Presentation - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5 of this Exhibit.
- F. Check Scale - The Government will conduct check scales as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.
- G. Accountability
1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
 2. Logs will be painted and branded at the landing and accounted for in accordance with Section 41(g)(2) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Authorized Officer for each load of products before removal from the landing. Upon completion of each day's operation, the log decks will be painted, or otherwise identified. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
 3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (refer to Section 41(a)(2) of the contract).
 4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
 5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
 6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.
- H. Scaling Lost Products - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.
- V. Estimated Volumes and Values - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the

value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The harvest areas are shown on Exhibit A of the contract.

- A. Merchantable Timber Volume Removed from Contract Area - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
- B. Merchantable Timber Not Yet Removed from Contract Area - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price and/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Harvest Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Harvest Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
Partial Harvest Area 1	30.0	19.5	585		
Partial Harvest Area 2	26.0	12.9	336		
Partial Harvest Area 3	15.0	14.9	223		
Clear Cut (Right-of-Way) Area 1	0.9	42.2	38		
Clear Cut (Right-of-Way) Area 2	0.4	25.0	10		
Clear Cut (Right-of-Way) Area 3	0.3	10.0	3		
Sale Total	72.6	16.5	1,195		

**DESIGNATION BY PRESCRIPTION
TIMBER SALE REQUIREMENTS**

1. Training

- A. In the required logging plan, the Purchaser shall provide a list of fallers who will be operating chainsaws.
- B. Prior to any harvesting operations in the Partial Harvest Areas, the Authorized Officer will designate test mark areas. The fallers operating within the contract area will be required to mark (paint) a two-acre test mark area to demonstrate their abilities to meet the Selection Criteria stated below. Marking in the test mark area must be approved by the Authorized Officer prior to any harvesting operations.

2. Cutting Operations

- A. Purchaser Pre-Marking - In the event the Purchaser elects to mark (paint) trees to be reserved in the Partial Harvest Areas prior to falling, the Authorized Officer shall approve such marking prior to falling. All marked trees shall become Timber Reserved from Cutting under Section 40 of the contract. Cutting or removal of such reserved timber shall constitute a contract violation and timber trespass as provided in Sections 10(e) and 13 of the contract.
- B. Approved Cutting Areas - No yarding of felled timber will be allowed until the cutting operations have been approved in writing by the Authorized Officer.
- C. Cutting operations will proceed no more than twenty (20) acres ahead of Approved Cutting Areas.

3. Selection Criteria

The Selection Criteria shown below shall be used by the Purchaser in determining which trees are designated for retention and which are designated for cutting:

- A. Retain conifer trees to reserve approximately 110 square feet of basal area per acre in Partial Harvest Area No. 1, 100 square feet of basal area per acre in Partial Harvest Area No. 2, and 140 square feet of basal area per acre in Partial Harvest Area No. 3.
- B. Retain hardwoods, snags and Pacific yew trees.
- C. In selecting which trees to retain to meet the residual basal area requirement shown above in Section 3.A, apply the following criteria:
 - 1) Retain western redcedar, then Douglas-fir, then western hemlock.
 - 2) Residual trees to retain shall be dominant and co-dominant trees of good form and vigor.
 - 3) In selecting between two possible trees that are of the same species and comparable vigor and form, retain the largest diameter tree.
 - 4) Retain trees that have a live crown ratio of thirty-five (35) percent or greater. The live crown ratio is determined by dividing the length of the live crown by the total height of the tree.
 - 5) Hardwoods, snags, and Pacific yew trees in the Partial Harvest Areas shall not be counted when calculating the residual basal area listed in Section 3A.

4. Compliance Inspection

Compliance inspection will consist of visual observation of on-going falling operations and collecting plot data after the trees have been felled as specified below. Non-compliance with the Selection Criteria shall constitute a contract violation which may result in a suspension of operations as provided in Section 10 of the contract.

- A. Visual observation compliance will consist of subjective monitoring by the Authorized Officer of compliance with the Selection Criteria. Compliance will be considered satisfactory if ninety (90) percent of the observed cut or retained trees are determined by the Authorized Officer to meet the Selection Criteria.

B. The Authorized Officer shall inspect felling operations through a series of variable-radius sample plots within the Cutting Areas. At each plot, the following will be inspected to determine if the approval level is being met:

- 1) Diameter and species of residual trees to determine residual basal area for each plot.
- 2) The selection of residual trees and the work quality.

The approval level for the residual basal area requirement and residual tree selection shall be considered met if: (1) the average basal area of all plots measured during one day's inspection is within fifteen (15) percent of the residual conifer basal area target; and (2) the total residual conifer basal area for each Cutting Area is within ten (10) percent of the residual conifer basal area target. When any of these requirements fall below the approval level, a written warning will immediately be issued to the Purchaser.

5. Residual Damage

For purposes of determining damages, any reserved trees which are destroyed or significantly damaged by the Purchaser, as illustrated on Sheet 3, shall be valued at current market value of the merchantable volume at the time of cutting, or Exhibit B value, whichever is greater. If the Authorized Office determines that damage has become commonplace due to a lack of caution or operator negligence, the Authorized Officer may suspend operations until safeguards are put in place to protect the reserve trees. If the damage continues, it will result in a violation of Section 9 of the contract, Timber Trespass, and the purchaser will be held liable for damages.

6. Noncompliance

If the Purchaser does not comply with the Designation By Prescription Selection Criteria of this Exhibit to the satisfaction of the Authorized Officer after a written warning has been issued, the Authorized Officer may suspend harvesting operations until corrective measures have been taken by the Purchaser. Corrective measures, as specified in writing by the Authorized Officer, may include but are not limited to:

- A. The Purchaser will mark (paint) all reserve trees in the Partial Harvest Areas shown on Exhibit A for approval by the Authorized Officer prior to cutting. All marked trees shall become Timber Reserved from Cutting under Section 40 of the contract. Cutting or removal of such reserved timber shall constitute a contract violation and timber trespass as provided in Sections 10(e) and 13 of the contract.
- B. Replacement of faller(s) by Purchaser.
- C. Approval of original or additional faller(s) by the Authorized Officer based on faller's satisfactory completion of a test mark area.
- D. It will be the responsibility of the Purchaser to pay any costs incurred in the implementation of the corrective measures required by the Authorized Officer.

LOGGING DURING SAP FLOW

Exhibit S
Contract Number: OR090-TS10-565
Sale Name: Leibo Canyon
Sheet 3 of 3

Pictures 1 and 2 display damage to reserve trees. Damage found sporadically along or between skid trails and skyline corridors caused by difficult logging situations is to be expected. If the damage to the



Picture 1

reserve tree is extensive enough to cause tree mortality, loss of growth, or loss of value, the Authorized Officer will designate the tree for cutting and charge the purchaser for the value of the tree.



Picture 2

If damage such as this becomes commonplace (see Picture 3) due to a lack of caution or operator negligence, the Authorized Officer may suspend operations until safeguards are put in place to protect the

reserve trees. If the damage continues, it will result in a violation of Section 9 of the contract, Timber Trespass, and the purchaser will be held liable for damages.



Picture 3

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO. 2
SALE DATE: March 25, 2010

Tract No. E- 10-578 Russell Creek
Lane County, Oregon: O&C

Bid Deposit Required: \$73,600.00

All timber designated for cutting on E1/2, E1/2W1/2, Section 33, T. 19 S., R. 5 W., Will. Meridian.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appr. Price
4,618	9,765	Douglas-fir	5,411	\$136.00	\$735,896.00

APPRAISED PRICES are determined by a market based analytical method unless otherwise noted. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes and the cubic log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: Volume in the right-of-ways has been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16-foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume in the Partial Harvest Area was variable plot cruised. The Partial Harvest Areas contain a total of 136 plots and 61 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.9" DBHOB; the average log contains 49 bd. ft.; the total gross volume is approximately 5,579 MBF; and 97% recovery is expected.

CUTTING AREA: one area totaling approximately 245 acres must be partial harvested and approximately 10.9 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. Public roads;
2. BLM existing roads,
3. BLM roads to be constructed;
4. Roads covered by an agreement under the terms of between the Michael Mast and the United States. See the Prospectus for full terms and conditions of use.
5. Roads covered by Right-of-Way and Road Use Agreement E-51 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay Michael Mast road use fees of \$158.00. The Purchaser shall pay a lump sum road maintenance and rockwear fee of \$633.50 to Weyerhaeuser Company. The Purchaser shall pay Weyerhaeuser Company a lump sum road use fees of \$3,504.44. The Purchaser shall pay BLM a road maintenance fee of \$9,756.27 and a rockwear fee of \$5,252.71. See Exhibit D map for specification of road maintenance responsibility. Only the map pages of Exhibit D are included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Spurs A – E; Road Nos. 20-5-21.2, 19-5-33, 19-5-33.71, 19-5-33.73, and 19-5-33.74, and Landing A

Class: SN-14

Length: 35.01 Stations

Total estimated excavation: 30 hours of tractor time.

Total estimated construction cost: \$13,519.12

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION: Required

Road Nos: 19-5-22.2 (culvert replacement only)

Class: SN-16

Length: Between mileposts 1.15 and 3.08

Surfacing: N/A

Width: N/A'

Compacted Depth: N/A"

Estimated Quantity: 272 CY, truck measure

Total estimated renovation cost: \$19,256.00

Special Requirements in Road Improvement: Operations limited to periods of dry weather.

Suggested Rock Source: Cottage Grove/Junction City
Vicinity

Culverts:

<u>Diameter</u>	<u>Length:</u>	<u>Number:</u>
18"	404'	11

ROAD RENOVATION: Required

Road Nos: 19-5-33, 19-5-33.1, 19-5-33.71, 19-5-33.73, 19-5-33.74, 20-5-21.2

Class: SN-14

Length: 106.3 Stations

Surfacing: N/A

Total estimated excavation: 59 hours of tractor time

Total estimated renovation cost: \$27,759.25

Special Requirements in Road Improvement: Operations limited to periods of dry weather.

Note: Rock sources in the Lorane vicinity do not meet the requirements for the Federal Highway Administration Region 10 Accelerated Weathering Test. Therefore, the Eugene District does not accept gradations less than 3-inch minus from the Lorane vicinity.

Suggested Rock Source: N/A

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road maintenance, logging methods, falling of snags, prevention of erosion, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September.

It is estimated that approximately 388 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

OTHER SPECIAL REQUIREMENTS:

- In the event that harvest operations in the Partial Harvest Area require tailholds or guylines in the Reserve Area west of the Partial Harvest Unit boundary, affected trees must be identified on the ground and approved by the Authorized Officer prior to continuing operations.
- The Purchaser shall construct, use, and decommission Spur E and Road Nos. 19-5-33, 19-5-33.73, and 19-5-33.74 and Landing A in one operating season.
- Logger's choice spurs South of 19-5-33.71 in the Partial Harvest Area shall be limited to 200 feet in length, must be 75 feet from any posted boundary, and shall be built to the same specifications as newly constructed spurs in accordance with Exhibit C.
- The Purchaser shall not rock Spur E or Road Nos. 19-5-33, 19-5-33.73, and 19-5-33.74 and Landing A.
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather.
- With the exception of hauling, no operations shall occur within the Special Operating Area in the Partial Harvest Area shown on Exhibit A, between March 1 and July 7 of each year, both days inclusive. This restriction affects approximately 7 acres, and shall not be waived.
- All coniferous trees greater than 20.0" in diameter at breast height are reserved in the Partial Harvest Area. Trees greater than 20.0" dbh felled for safety and operational purposes shall be retained on site.
- All coniferous trees 32.0" or larger in diameter at breast height within the Partial Harvest Area may not be cut or damaged during operations. This includes using these trees for guyline, lift and/or tail trees.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,900 feet slope distance in the Partial Harvest Areas on slopes greater than 35%. When yarding over streams, full suspension shall be required.
- Full suspension shall be required over the Reserve Areas adjacent to Streams 1, 2 and 3 shown on Exhibit A, except where approved by the Authorized Officer.
- There are requirements for blocking and waterbarring roads between logging seasons.
- The Purchaser shall construct, use, and decommission Spur E, Road Nos. 19-5-33, 19-5-33.73, and 19-5-33.74, and Landing A and skid trails south of Road No. 19-5-33.71 in one operating season.
- Upon completion of hauling, the Purchaser shall decommission skid trails, newly constructed roads, and renovated roads. Decommissioning measures will take place during the dry season and include:
 - ™ Decomcompact with decompaction equipment, such as a track mounted excavator, skid trails, and natural surfaced roads.
 - ™ Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
 - ™ Block Spurs A and B, and Road No. 19-5-21.2, by using stumps, slash, and/or cull logs or earthen barricades as directed by the Authorized Officer.
 - ™ Where available, place logging slash on the extent of skid trails and tilled roads.

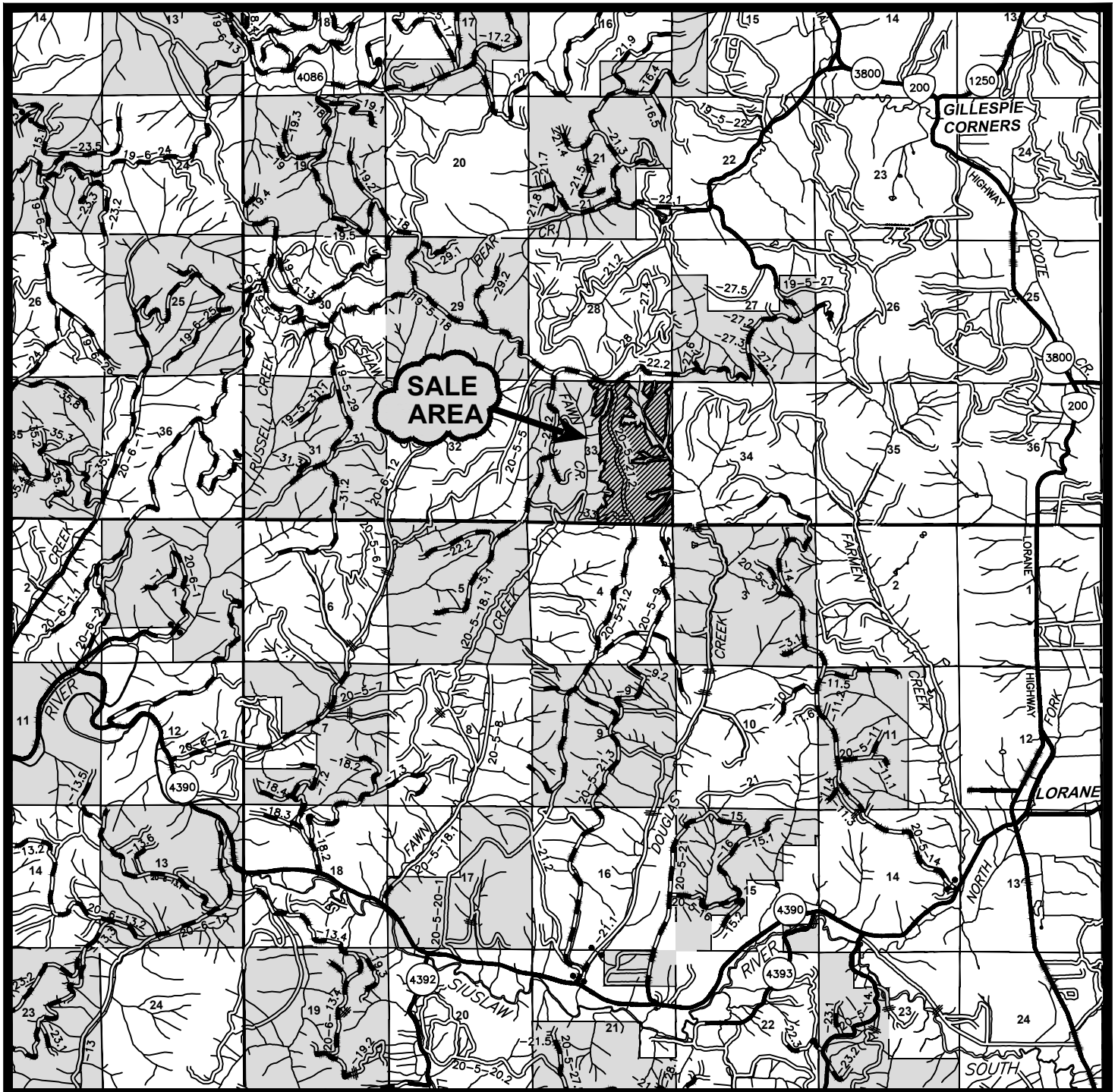
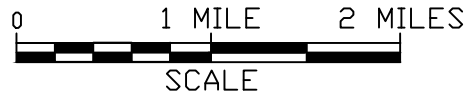
OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$673.98 in lieu thereof. The option must be declared prior to contract execution. Piling and pile covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to a portion of the sale is through a locked gate. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Alan Corbin at 683-6792.

From Eugene, travel west on Highway 126 to Crow Road (County Road 4234). At the Junction of Crow Road and Highway 126 turn South (Left) and follow Crow Road until you junction with Territorial Highway. Turn south on Territorial Highway (County Road 3800) and proceed for approximately 5 miles to Simonsen Road. Turn southwest on Simonsen Road and proceed for approximately 1.5 miles. Turn Southwest on BLM Road No. 19-5-22.2 and follow the Timber Sale Area Signs to the timber sale.

TIMBER SALE LOCATION MAP

Russell Creek
T. 19 S., R. 5 W., SEC. 33



Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Felling, yarding or loading																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> April 15 – June 15, both days inclusive Sap flow seasonal restriction may be conditionally waived 																								
<u>Special Operating Area</u>																								
<ul style="list-style-type: none"> March 1 – July 7, both days inclusive 																								
Ground-based yarding																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> Typically October 1 – July 1; may vary due to weather conditions 																								
Right-of-way logging and clearing																								
<u>Right-of-Way Areas</u>																								
<ul style="list-style-type: none"> Typically October 1 – May 31; may vary due to weather conditions 																								
Yarding & Timber hauling on natural-surfaced roads																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions 																								

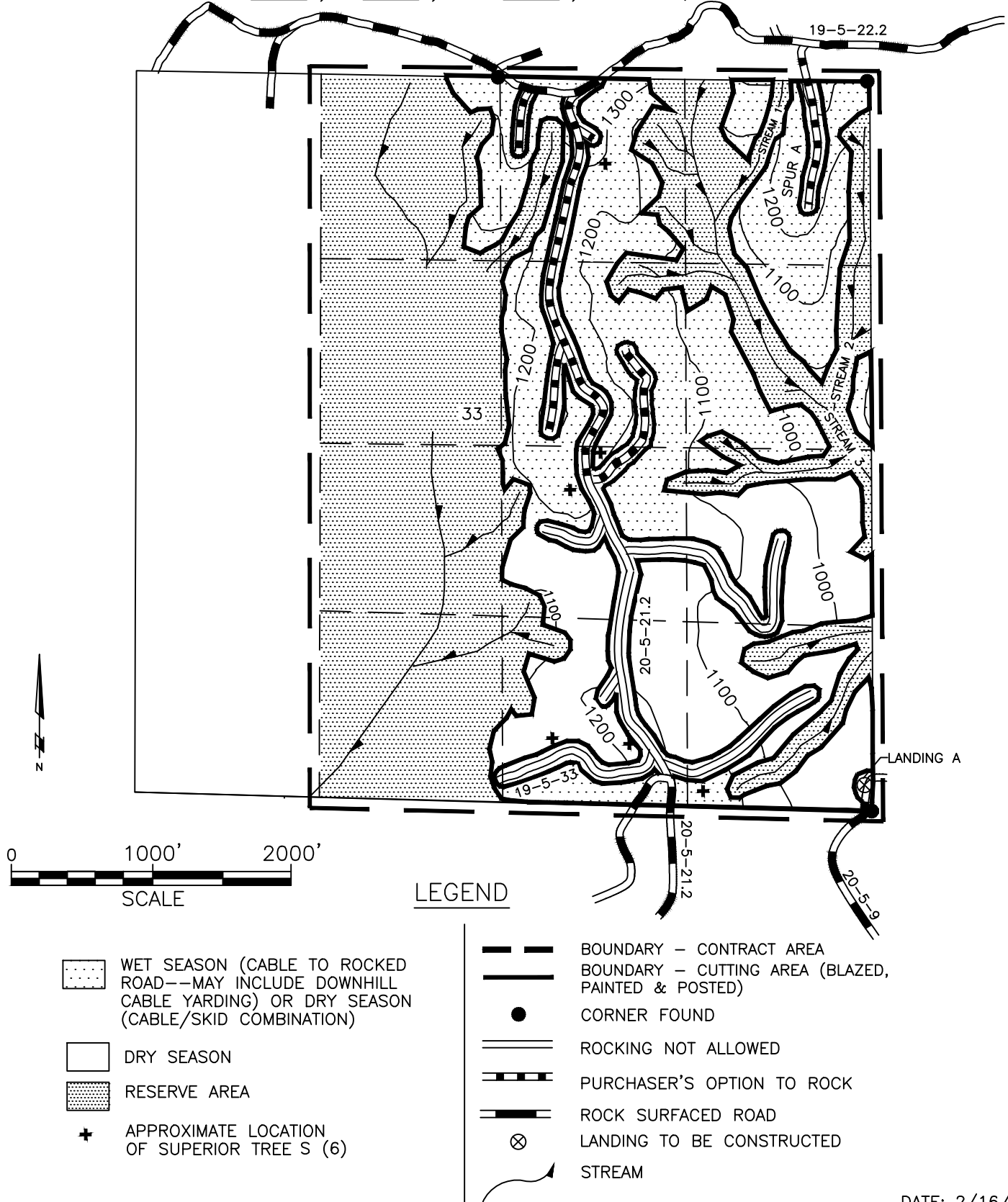
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ILLUSTRATION OF WET
WEATHER YARDING
OPPORTUNITIES

SALE NAME: RUSSELL CREEK TIMBER SALE CONTRACT NO.: OR090-TS10-578

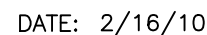
T. 19S , R. 5W , SEC. 33 , WILL. MER., EUGENE DISTRICT



DATE: 2/16/10

EXHIBIT "A"

T. 19S , R. 5W , SEC. 33 , WILL. MER., EUGENE DISTRICT



EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO.: 3
SALE DATE: March 25, 2010

Tract No. E-09-554 Trip West
Lane County, Oregon: O&C

Bid Deposit Required: \$ 27,300.00

All timber designated for cutting on All Section 17, T. 15 S. R. 6 W, Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appr. Price
5,529	11,580	Douglas-fir	6,488	\$34.00**	\$ 220,592.00
1,484	3,136	Western hemlock	1,777	\$29.00**	51,533.00
7,013	14,716	TOTALS	8,265		\$ 272,125.00

** 10% of Pond Value

APPRAISED PRICES are determined by a market based analytical method unless otherwise noted. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for export private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes and the cubic log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: All species in the right-of-ways have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16-foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

All species in the Partial Harvest Area have been variable plot cruised. The Partial Harvest Area contains a total of 287 plots and 128 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the locations of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 14.3" DBHOB; the average log contains 51 bd. ft.; the total gross volume is approximately 6,764 MBF; and 96% recovery is expected.

CUTTING AREA: One area totaling approximately 380 acres must be partial harvested and approximately 16 acres of Right-of-Way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed.

ROAD MAINTENANCE: The Purchaser shall pay BLM a road maintenance fee of \$37,585.94 and a rockwear fee of \$2,875.09. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Spurs A-H, Road Nos.15-6-17.5, 15-6-17.6, 15-6-17.7, 15-6-17.8, 15-6-17.9

Class: SN-14

Length: 77.80 Stations

Surfacing: 3" minus

Width: 12'

Compacted Depth: 8"

Estimated Quantity: 2,596 cu. yds. (truck measure)

Total estimated excavation: 93 hours of tractor time

Total estimated construction cost: \$85,310.81

Special Requirements in Road Construction: Operations limited to periods of dry weather.

Suggested Rock Source: Commercial
Junction City Area

ROAD RENOVATION: RequiredSuggested Rock Source: Commercial
Junction City Area

Road No: 15-8-8.1

Class: SN-14

Length: 11.84 Stations

Surfacing: N/A

Total estimated excavation: 6 hours of tractor time

Total estimated renovation cost: \$2,104.65

Special Requirements in Road Renovation: Operations limited to periods of dry weather.

ROAD IMPROVEMENT: RequiredSuggested Rock Source: Commercial
Junction City Area

Road Nos: 14-6-34, 15-6-8.1, 15-6-8.2, 15-6-17.71

Class: SN-18/SN-14

Length: 40.13/ 110.14 Stations

Surfacing: 1-1/2" minus / 3" minus / 3/4" minus

<u>Diameter:</u>	<u>Culverts</u>	
	<u>Length:</u>	<u>Number:</u>
18"	126'	4
24"	100'	2
30"	108'	1

Width: 16'/12'

Compacted Depth: 6" / 8"

Estimated Quantity: 1,852 / 5,562 / 330 / Riprap 375 cu. yds. (truck measure)

Total estimated excavation: 51 hours of tractor time

Total estimated improvement cost: \$218,304.18

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Replace the culverts on Road No. 14-6-34 at mile posts 0.45 and 0.55 between July 8 and September 15 of the first operating season. Purchaser shall notify Pioneer Telephone Company prior to beginning culvert work on Road No. 14-6-34 and shall coordinate with Pioneer Telephone Company as needed to avoid damage to a fiber optic cable buried in the ditch or road. Resolution of liability for damage to a fiber optic cable shall be between the Purchaser and Pioneer Telephone Company.

BRIDGE INSTALLATION: RequiredSuggested Rock Source: Commercial
Junction City Area

Road No: 14-6-34

Estimated Quantity: 1-1/2" minus 141 cu. yds./Rip rap 143 cu. yds. (truck measure); Geotextile 209 sq. yds.

Total estimated excavation: 12 hours of tractor time

Total estimated transport and installation cost: \$33,926.50

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Remove the culvert and install the bridge on Road No. 14-6-34 at mile post 0.05 between July 8 and September 15 of the first operating season. Purchaser shall transport a government-supplied bridge from the BLM's Triangle Lake Maintenance Shop located near Low Pass. The bridge specification sheets are included in the Prospectus. Purchaser shall notify Pioneer Telephone Company prior to beginning bridge work on Road No. 14-6-34 and shall coordinate with Pioneer Telephone Company as needed to avoid damage to a fiber optic cable buried in the ditch or road. Resolution of liability for damage to a fiber optic cable shall be between the Purchaser and Pioneer Telephone Company.

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September.

It is estimated that approximately 609 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;

4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

OTHER SPECIAL REQUIREMENTS:

Between July 1 and September 15 of 2010, a culvert located at mile post 0.40 of Road No. 15-6-26 is expected to be replaced under a separate contract. It is estimated that this work will take approximately two weeks. This may interfere with timber haul.

- With the exception of hauling, operations within the Partial Harvest Area shall not be permitted from March 1 to July 7 of each year, both days inclusive, for wildlife purposes.
- With the exception of hauling, operations in the Special Operating Area shall not be permitted from July 8 through August 5 of each year, both days inclusive. Daily operations within the Special Operating Area shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. These restrictions shall not be waived.
- In the event that harvest operations in the Partial Harvest Area require tailholds or guylines in the Special Tailhold Area as shown on Exhibit A, affected trees must be identified on the ground and approved by the Authorized Officer prior to continuing operations. Use of tailholds or guylines in the Special Tailhold Area is not expected.
- Approximately 19 trees in 7 groups marked with yellow paint above and below breast height in the Approximate Location of Special Habitat Trees as shown on Exhibit A. These trees shall not be felled or damaged during logging operations.
- Reserve any yellow-painted trees that are located outside of the Partial Harvest Area and are not shown on Exhibit A; these are Special Habitat Trees and shall not be felled or damaged during logging operations.
- Approximately 5 Douglas-fir trees, 4 red alder trees and 2 bigleaf maple trees have been marked for cutting by the Government with blue paint above and below breast height in the Approximate Area In Which Trees Are Marked For Cutting In The Reserve Area. Douglas-fir trees marked with blue paint may be removed by the Purchaser. Hardwoods marked with blue paint shall be retained on site.
- The Purchaser shall rock Spurs D, E, H and Road Nos. 15-6-17.5, 15-6-17.6, 15-6-17.7, 15-6-17.71, 15-6-17.8, 15-6-17.9, 15-6-8.1 (Imp.) and 15-6-8.2 for wet weather haul. The Purchaser shall have the option to not rock these roads. If the Purchaser exercises this option, the purchase price will be increased by the cost of surfacing as appraised at the time of the sale. See attached Road Surfacing Illustration.
- The Purchaser shall not rock Spur G or Road No. 15-6-8.1 (Ren.)
- The Purchaser has the option to rock Spurs A-C and F at the Purchaser's expense.
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer.
- Yarding *shall* be done with a carriage equipped skyline capable of yarding 2,000 feet slope distance in the Partial Harvest Area on slopes greater than 35%.
- In the Partial Harvest Area, where slopes are less than 35%, yarding *may* be done either by a skyline system as described above, or by equipment operated entirely on designated skid roads during periods of low soil moisture. New shall be located at least 75 feet from the posted boundary.
- The Purchaser shall clean yarding, logging, road construction, decommissioning, and slash disposal equipment, using a water pressure hose, prior to entry on BLM lands.
- There are requirements for blocking and waterbarring roads between logging seasons.
- Upon completion of hauling, the Purchaser shall decommission designated skid trails, newly constructed, renovated and improved roads. Decommissioning measures include:
 - Decompact all skid trails and natural surface roads with decompaction equipment, such as a track-mounted excavator.
 - Construct drainage dips, waterbars and/or lead-off ditches as needed.
 - Place logging slash, where available, on the entire road prism of tilled, natural-surfaced roads. If left natural, place logging slash on the first 200 feet of Road No. 15-6-8.1 (Imp.) and on the first 100 feet of Road No. 15-6-8.2.

- Block Road No. 15-6-8.1 with an earthen barricade. The location of the barricade shall be determined by the Authorized Officer.

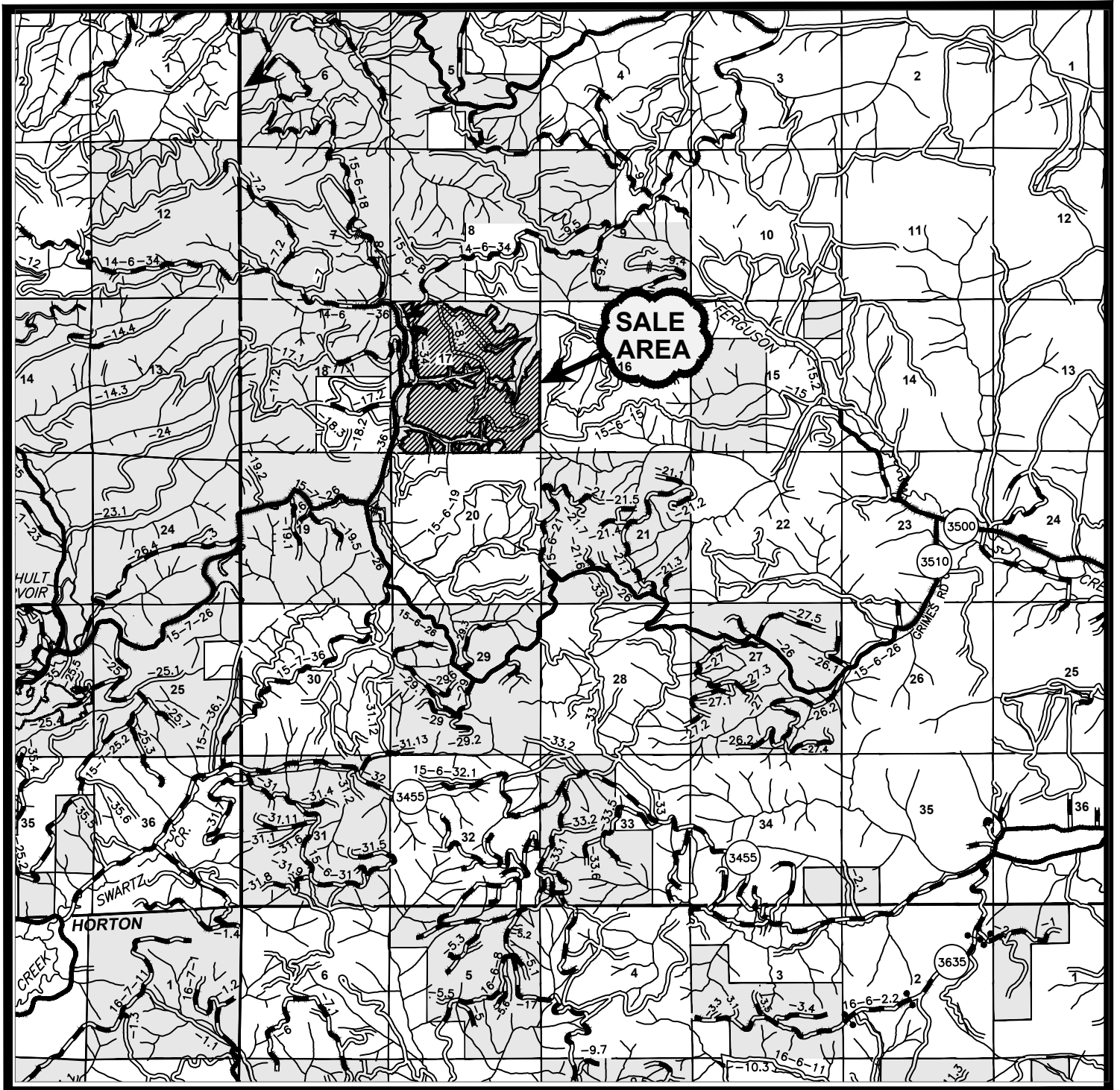
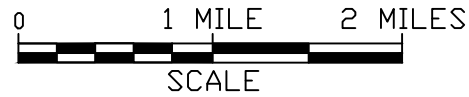
OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$1,040.52 in lieu thereof. The option must be declared prior to contract execution. The Purchaser will not have the option of contributing in lieu of performing the slash disposal requirements of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From Eugene, travel north on Highway 99W to Ferguson Road. Proceed approximately 8 miles to Grimes Road (county road) to Road No. 15-6-26. Continue west approximately 5 miles on 15-6-26. Turn north to Road No.15-6-36. Turn east and follow Road No. 14-6-34 and follow the timber sale signs to the sale area.

TIMBER SALE LOCATION MAP

Trip West

TOWNSHIP 15 S. RANGE 6 W. SEC. 17



Seasonal Restriction Matrix

Restricted Times are Shaded and X'd; 2-hour daily timing restrictions are X'd

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
All operations except haul																								
<u>Contract Area</u>																								
<ul style="list-style-type: none"> March 1 – July 7, both days inclusive 																								
<u>Special Operating Area</u>																								
<ul style="list-style-type: none"> March 1 – August 5, both days inclusive August 6 – September 15, both days inclusive: operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset 																								
Felling, yarding or loading																								
<u>Partial Harvest Area</u>																								
<ul style="list-style-type: none"> April 15 – June 15, both days inclusive Sap flow seasonal restriction may be conditionally waived 																								
Ground-based yarding																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> Typically October 1 – July 7; may vary due to weather conditions 																								
Right-of-way logging and clearing																								
<u>Right-of-Way Areas</u>																								
<ul style="list-style-type: none"> Typically October 1 – July 7; may vary due to weather conditions 																								
Hauling on natural-surfaced roads																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions Purchaser option rocking of some roads will be permitted 																								
Bridge and Culvert Installation																								
<u>Road No. 14-6-34</u>																								
<ul style="list-style-type: none"> September 16 – July 7, both days inclusive 																								

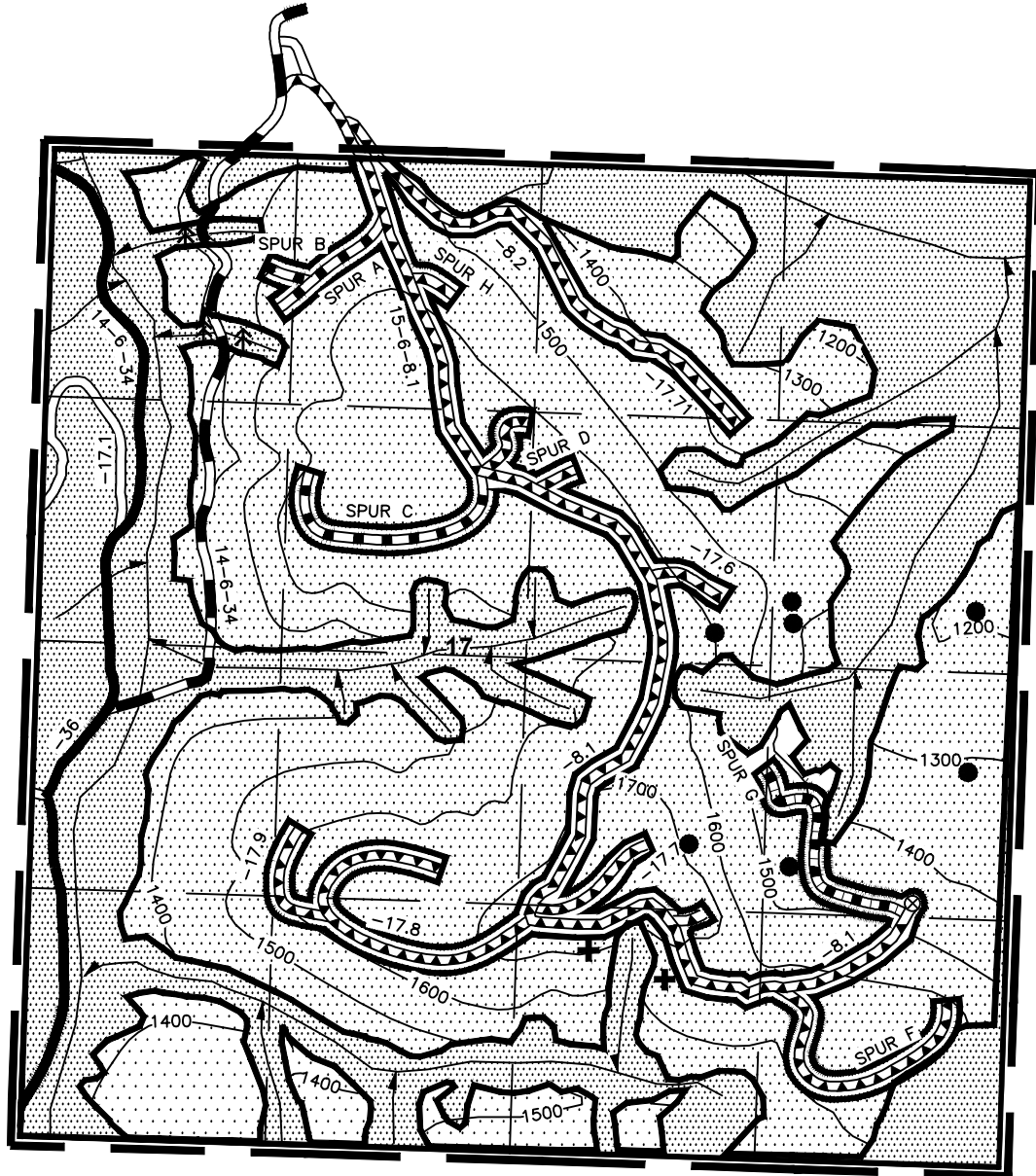
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

UNITED STATES
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BUREAU OF LAND MANAGEMENT

ILLUSTRATION OF WET
WEATHER YARDING
OPPORTUNITIES
















SALE NAME: TRIP WEST TIMBER SALE CONTRACT NO: OR090-TS10-554

T. 15 S., R. 6 W., SEC. 17 WILL. MER., EUGENE DISTRICT



0 1000' 2000'
SCALE

LEGEND

- | | | | |
|---|--|--|---|
|  | WET SEASON (CABLE TO ROCKED ROAD--MAY INCLUDE DOWNHILL CABLE YARDING) OR DRY SEASON (CABLE/SKID COMBINATION) |  | PAVED ROAD |
|  | RESERVE AREA |  | DIRT ROAD |
|  | DRY SEASON |  | ROCK SURFACED ROAD |
|  | BOUNDARY - CONTRACT AREA |  | ROCKING NOT ALLOWED |
|  | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |  | PURCHASER'S OPTION TO ROCK |
|  | STREAM |  | ROADS APPRAISED FOR ROCK SURFACING |
| | |  | APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (19 TREES, 7 GROUPS) |
| | |  | APPROXIMATE AREA IN WHICH TREES ARE MARKED FOR CUTTING IN THE RESERVE AREA (11 TREES, 3 GROUPS) |
| | |  | APPROXIMATE LOCATION OF SUPERIOR TREES (2) |

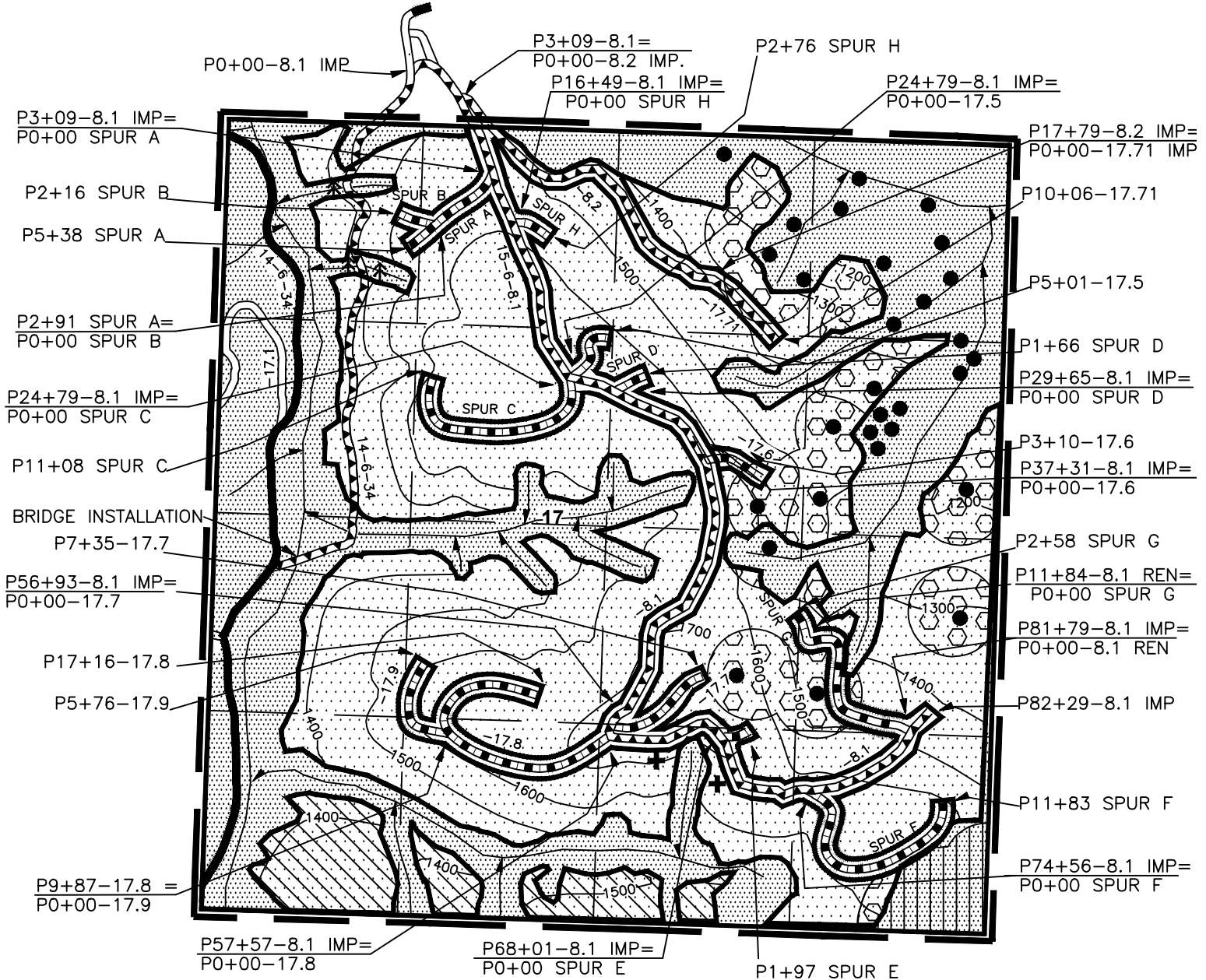
DATE: 2/10/10

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SALE NAME: TRIP WEST TIMBER SALE CONTRACT NO: OR090-TS10-554

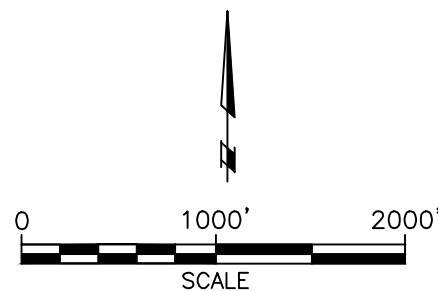
T. 15 S., R. 6 W., SEC. 17 WILL. MER., EUGENE DISTRICT



LEGEND

- | | | | |
|--|--|--|---|
| | PARTIAL HARVEST AREA | | PAVED ROAD |
| | RESERVE AREA | | DIRT ROAD |
| | CLEARCUT (R/W) AREA | | ROCK SURFACED ROAD |
| | SPECIAL OPERATING AREA | | ROAD TO BE CONSTRUCTED |
| | SPECIAL HABITAT AREA | | ROAD TO BE RENOVATED |
| | SPECIAL YARDING AREA | | ROAD TO BE IMPROVED |
| | BOUNDARY - CONTRACT AREA | | APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (55) |
| | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) | | APPROXIMATE AREA IN WHICH TREES ARE MARKED FOR CUTTING IN THE RESERVE AREA (11) |
| | STREAM | | APPROXIMATE LOCATION OF SUPERIOR TREES (2) |

TOTAL PARTIAL HARVEST AREA	380.0
TOTAL CLEARCUT (R/W) AREA	16.0
TOTAL RESERVE AREA	244.0
TOTAL CONTRACT AREA	640.00 A.



DATE: 11/19/09