



# PROSPECTUS

United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
3106 Pierce Parkway, Suite E  
Springfield, Oregon 97477  
<http://www.blm.gov>



May 25, 2016

Parcel No. 4  
Tract No. E-16-687  
Upper Willamette Field Office

Gosage Incline

## 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, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **June 23, 2016**.

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 **May 25, 2016**. 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 5430-11, 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 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, not 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, including timber from Federal rights-of-ways, 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 and 5424, as amended.

**LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Excepting Port-Orford-cedar, 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 exported private timber.

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. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Eugene District Office at (541) 683-6798.

**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 ASSESSMENT** was prepared for this sale, and a Finding of No Significant Impact has been documented. 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 (541) 683-6600.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22

EUGENE DISTRICT  
UPPER WILLAMETTE FIELD OFFICE

PARCEL NO.: 4  
SALE DATE: June 23, 2016

Tract No. E-16-687 Gosage Incline  
Lane County, Oregon: O&C

Bid Deposit Required: \$ 82,900.00

All timber designated for cutting on Lots 4-7, 9-14, W1/2SE1/4 Section 7, T. 20 S., R. 1 W.,  
E1/2NE1/4, S1/2SW1/4, SE1/4 Section 17, T. 20 S., R. 1 W.,  
S1/2SE1/4 Section 13, T. 20 S., R. 2 W. Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
2,635	Douglas-fir	3,099	\$ 213.80	\$ 662,566.20
501	Western hemlock	566	\$ 87.60	\$ 49,581.60
256	Western redcedar	315	\$ 370.80	\$ 116,802.00
3,392	TOTALS	3,980		\$ 828,949.80

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 exported private timber.

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

CRUISE INFORMATION: Volume for Douglas-fir in the Regeneration Harvest Area 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 volume. A map showing the location and description of these sample trees is available at the Eugene District Office. The timber volumes for western hemlock and western redcedar in the Regeneration Harvest Area were based on a 100% cruise using the **National Cruise Processing Program** for estimating board foot volume of trees in 16 foot logs.

Volume for all Douglas-fir, western hemlock, and western redcedar in the Partial Harvest Areas was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the **National Cruise Processing Program**. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 151 plots. 132 sample trees were randomly selected on these plots to determine v-bar. A map showing the location of the sample trees is available at the Eugene District Office.

Volume for Douglas-fir and western hemlock 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. The timber volumes for all other conifers in the right-of-ways were 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 16.6" DBHOB; the average log contains 71 bd. ft.; the total gross merchantable volume is approximately 3,249 MBF; and 95% recovery is expected.

CUTTING AREA: Approximately 153 acres must be partial harvested, approximately 37 acres must be regeneration harvested, and approximately 3 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-300A between Giustina Land & Timber Co. and the United States. In the renovation and use of private roads, and in the use of yarding corridors, the Purchaser shall enter into a license agreement with Giustina Land & Timber Co. The license agreement shall be delivered to Giustina Land & Timber Co. for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

5. Roads covered by Right-of-Way and Road Use Agreement E-300B between Lost Creek Timber and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Lost Creek Timber. The license agreement shall be delivered to Lost Creek Timber 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 rockwear fees estimated at \$1,980.93 to the BLM. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

**In addition to the quantities shown below, 200 cubic yards (truck measure) of maintenance rock (gradation to be determined by AO) is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.**

**ROAD CONSTRUCTION:**

Spurs 7B, 17B & 17C; Road Nos. 20-1-16.8, 20-1-18.3, 20-1-20

Length: 28.98 Stations

Class: SN-14

Special Requirements: Operations limited to periods of dry weather.

**ROAD RENOVATION:**

Road Nos. 19-2-24.1 Segs. O & Q, 20-1-4.1 Seg. C, -7, -7.4, -7.6, -7.7, -7.8, -16.7, -18, -18.1 & 20-2-13

Length: 231.23 Stations

Class: SN-14 / SN-16

Special Requirements: Culvert replacement/installation on streams shall be done between July 1 and August 31 (both days inclusive).

**ROAD IMPROVEMENT**

Spur 13A

Length: 2.06 Stations

Class: SN-14

Special Requirements: Operations limited to periods of dry weather.

Suggested Rock Source: Commercial, Pleasant Hill Vicinity

Estimated Quantities (CY truck measure)

<u>3/4" minus</u>	<u>1-1/2" minus</u>	<u>3" minus</u>	<u>Jaw Run</u>
180	309	6,898	1,843

**CULVERTS:**

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	240'	7
24"	100'	3

Total Estimated Exhibit C (construction, renovation and improvement)

Road Costs: \$271,739.74

**ROAD DECOMMISSIONING:**

Spurs 7B, 13A, 17B & 17C; Road Nos. 20-1-16.8, 20-1-18.3, & 20-1-20

Barriers: 5

Estimated Cost of Decommissioning: \$2,794.50

Special Requirements in Road Decommissioning: 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:** The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, road decommissioning, logging methods, prevention of erosion, logging residue reduction, and submission of a written logging plan specifying landing locations and logging schedule.

Under Sec. 26 of the timber sale contract, ground based logging will be prohibited during periods of excessive soil moisture. This will normally limit groundbased logging to July, August, and September.

It is estimated that 478 MBF of additional timber, such as corridor and guyline trees may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

**A Special Provision has been added that expands on safety and temporary traffic control measures required under the contract.**

**OTHER SPECIAL REQUIREMENTS:**

1. All orange marked trees greater than 25" DBH within 400 feet of fish bearing streams and 200 feet of all other streams felled for safety and operational reasons shall remain on site.
2. Portions of Road No. 20-1-18.3 have grades greater than 20% and will require tractor assist.
3. No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except for the Special Yarding Area in Partial Harvest Area No. 2, and the Special Operating Areas in Partial Harvest Area Nos. 2, 3, and 4. Full suspension of logs over streams shall be required, and all trees felled for corridors within the Reserve Area shall remain on site, unless otherwise approved by the Authorized Officer.
4. No Harvest activities shall be conducted on the Partial Harvest Areas during sap flow from April 1 to June 15 of each year, unless otherwise approved by the Authorized Officer.
5. Approximately 25 trees marked with an orange "W" in the Harvest Areas shown on Exhibit A. All Wildlife Trees felled for safety and operational reasons shall remain on site.
6. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
7. Use of native surface roads shall be restricted to dry periods (typically July 1 to September 30).
8. Operations (tailholds) may coincide with operations in an adjacent BLM sale in the southwest quarter of T20, R2W, Section 13.
9. The Purchaser shall provide a map of requested skyline and skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
10. Purchaser shall pile logging slash at all landings and within 25 feet of Road Nos. 20-1-7, 20-1-7.4, 19-2-24.1, and 20-2-13.
11. Within the Potential Area of Broadcast Burning, the Purchaser shall perform logging residue reduction, site preparation work, and apply prescribed fire.
12. Feller Buncher operations may be permitted in ground based areas with a written waiver request by Purchaser and approval by Authorized Officer. If approved, whole tree yarding, or yarding with tops attached will be authorized.
13. The Purchaser shall be required to spread BLM provided seed and mulch at new culverts and designated areas in accordance with the plans and specifications shown in Exhibit C of this contract.
14. The Purchaser will be required to file a Notification of Operations with the Oregon Department of Forestry office for all harvest operations and road construction/renovation on BLM and private.
15. In the use of guylines/tailholds the Purchaser shall enter into a Short Form Tramway Agreement with Weyerhaeuser Company. The Tramway Agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use.

**OPTIONAL CONTRIBUTION:** The Purchaser will have the option of performing pile burning or contributing \$679.51 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

The Purchaser will have the option of conducting Broadcast Burning and mop-up or contributing \$32,129.10 in lieu thereof. The option must be declared prior to contract execution. Fire line construction is not included in the Optional Contribution and will remain the responsibility of the Purchaser.

**NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:**

Portions of this sale are accessed through locked gates over private land. Prospective bidders may obtain a key from the Eugene District Office and proceed to the sale area. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6164.

To Harvest Areas: From Pleasant Hill, proceed southeast on Highway 58 for approximately 4.5 miles to junction of Rattlesnake Road. Proceed south on Rattlesnake Road for approximately 4.5 miles to the junction of Lost Creek Road. Proceed south on Lost Creek Road for approximately 2.5 miles to the junction with Old Giustina Mill Road. Proceed West on Old Giustina Mill Road through the gate which will become Road No. 20-1-4.1.

To Harvest Areas No. 1 and 2: Continue on Road No. 20-1-4.1 for approximately 3 miles to the junction of Road No. 20-1-7. Proceed northwest to Partial Harvest Area No. 2. Follow Timber Sale Location signs to Regeneration Harvest Area No. 1.

To Partial Harvest Area No. 3 (northeast portion): From the gate, continue on Road No. 20-1-4.1 for approximately 0.1 miles to the junction of Road No. 20-1-4. Proceed south for approximately 1.3 miles to the junction of Road No. 20-1-16.6. Proceed west for approximately 0.2 miles to the junction of Road No. 20-1-16.7. Proceed west to the northeast portion of Partial Harvest Area No. 3.

To Partial Harvest Area No. 3: From the junction of Road No. 20-1-7, continue on Road No. 20-1-4.1 for approximately 0.8 miles to the junction of Road No. 19-2-24.1. Proceed south for approximately 2 miles to Partial Harvest Area No. 3.

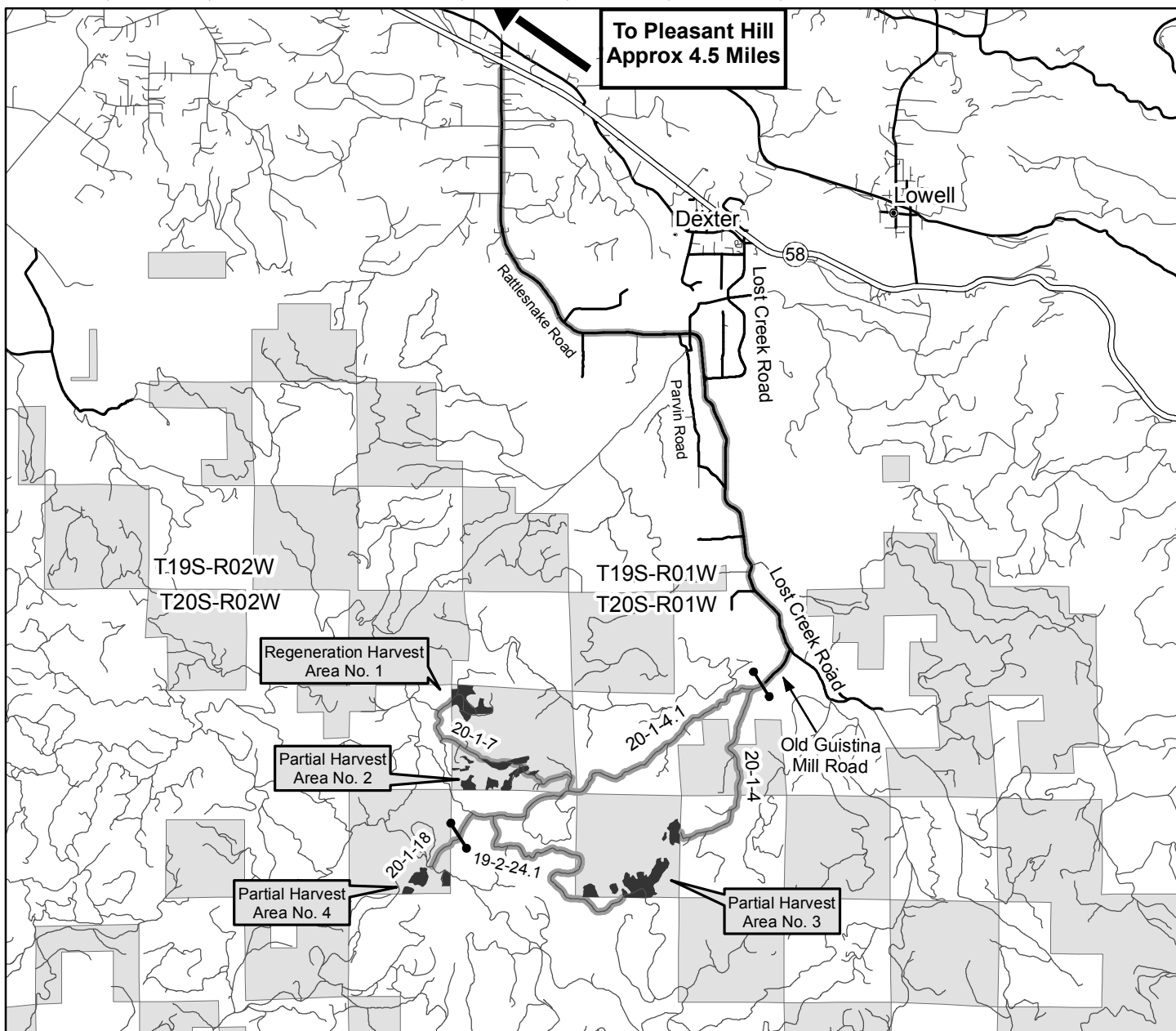
To Partial Harvest Area No. 4: From the junction of Road No. 20-1-7, continue on Road No. 20-1-4.1 for approximately 1 mile to the junction of Road No. 20-1-18. Proceed south for approximately 0.7 miles to Partial Harvest Area No. 4.



# Timber Sale Location Map

Sale Name: Gosage Incline

T. 20 S., R. 1 W., SEC. 7 and SEC. 17; T. 20 S., R. 2 W., SEC. 13, WILL. MER., EUGENE DISTRICT



Harvest Unit — Travel Route — Gate

## NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

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**To Harvest Areas:** From Pleasant Hill, proceed southeast on Highway 58 for approximately 4.5 miles to junction of Rattlesnake Road. Proceed south on Rattlesnake Road for approximately 4.5 miles to the junction of Lost Creek Road. Proceed south on Lost Creek Road for approximately 2.5 miles to the junction with Old Guistina Mill Road. Proceed West on Old Guistina Mill Road through the gate which will become Road No. 20-1-4.1.

**To Harvest Areas No. 1 and 2:** Continue on Road No. 20-1-4.1 for approximately 3 miles to the junction of Road No. 20-1-7. Proceed northwest to Partial Harvest Area No. 2. Follow Timber Sale Location signs to Regeneration Harvest Area No. 1.

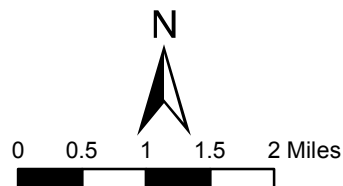
**To Partial Harvest Area No. 3 (northeast portion):** From the gate, continue on Road No. 20-1-4.1 for approximately 0.1 miles to the junction of Road No. 20-1-4. Proceed south for approximately 1.3 miles to the junction of Road No. 20-1-16.6. Proceed west for approximately 0.2 miles to the junction of Road No. 20-1-16.7. Proceed west to the northeast portion of Partial Harvest Area No. 3.

**To Partial Harvest Area No. 3:** From the junction of Road No. 20-1-7, continue on Road No. 20-1-4.1 for approximately 0.8 miles to the junction of Road No. 19-2-24.1. Proceed south for approximately 2 miles to Partial Harvest Area No. 3.

**To Partial Harvest Area No. 4:** From the junction of Road No. 20-1-7, continue on Road No. 20-1-4.1 for approximately 1 mile to the junction of Road No. 20-1-18. Proceed south for approximately 0.7 miles to Partial Harvest Area No. 4.

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United States Department of the Interior  
Bureau of Land Management  
Oregon State Office  
P.O. Box 2965  
Portland, Oregon 97208-2965

5/4/2016

Seasonal Restriction Matrix



Restricted Activity:	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
<b>Road Construction, Improvement, Decommissioning, Use of native-surface roads, and Ground based yarding</b> <ul style="list-style-type: none"><li>▪ October 1 – June 30</li><li>▪ May vary due to weather conditions; soil moisture still overrides weather conditions</li></ul>	<div></div>																							
	<div></div>																							
<b>Partial Harvest Area Activities (Sap flow)</b> <ul style="list-style-type: none"><li>▪ April 1 – June 15</li><li>▪ Sap flow restrictions may be conditionally waived at the discretion of BLM</li></ul>	<div></div>																							
	<div></div>																							
<b>Stream Culvert Installation and Removal</b> <ul style="list-style-type: none"><li>▪ July 1- August 31, both days inclusive</li></ul>	<div></div>																							
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NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1400 – 2800 feet.

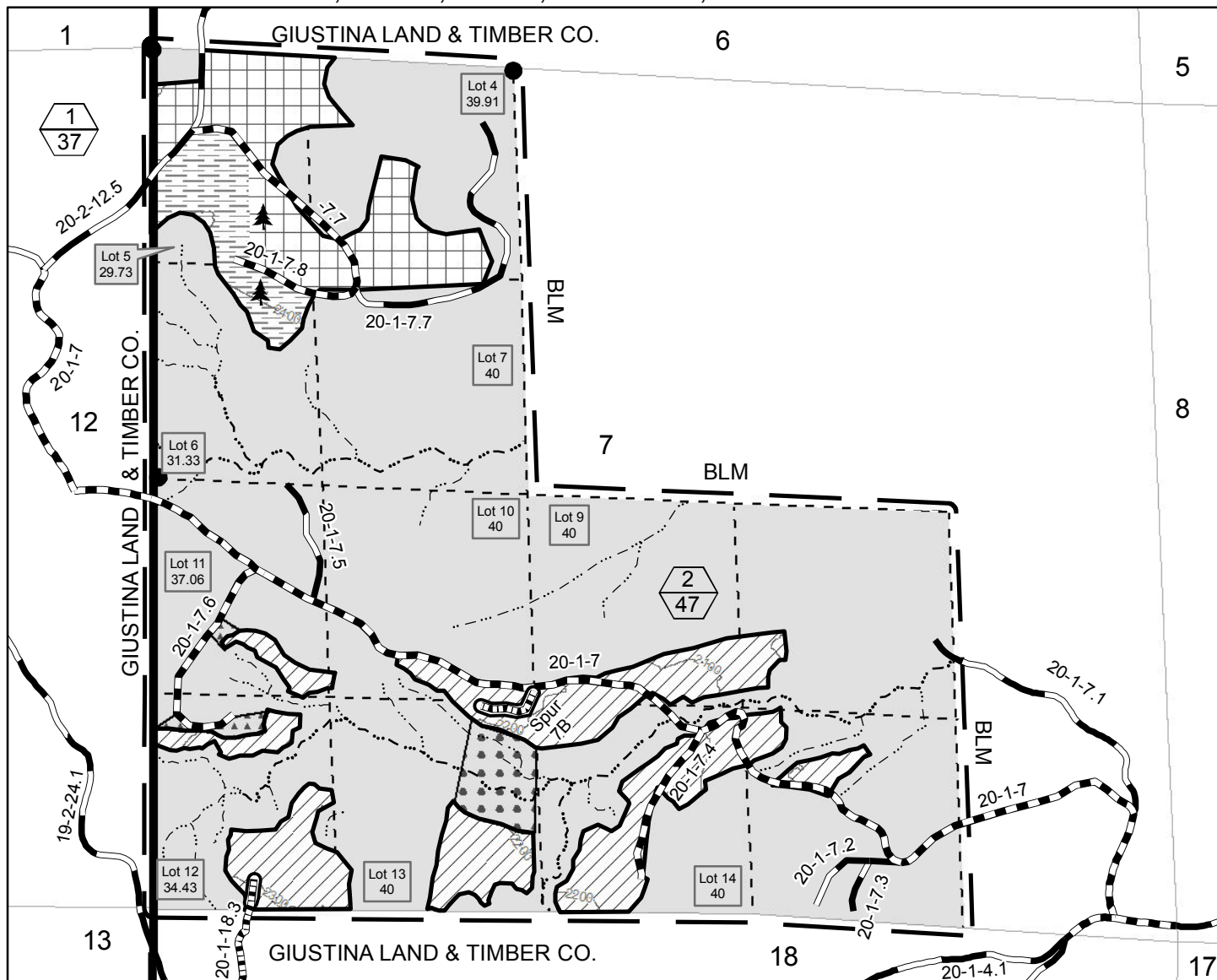




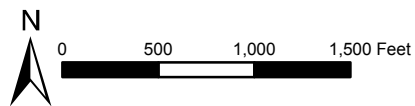
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT A  
Sheet 1 of 3

GOSAGE INCLINE TIMBER SALE CONTRACT NO. ORE06-TS16-687  
T. 20 S., R. 1 W., SEC. 7, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Regeneration Harvest Area - Cable
- Regeneration Harvest Area - Ground Based
- Special Yarding Area
- Special Operating Area
- Boundary of Cutting Area - Posted, Painted
- Reserve Area
- Contract Area
- Rocked Road
- Renovation
- Construction - Rock
- Right-of-Way (Clearcut)
- Stream
- Stream - Fish Bearing
- Unit Number (Top)/ Unit Acres (Bottom)
- Approximate Area of Wildlife Trees
- Found Corner



Total Partial Harvest Area	153
Total Regeneration Harvest Area	37
Total Right-of-Way (Clearcut)	3
Total Reserve Area	659.46
Total Contract Area	852.46 A.

Partial Harvest Area	47
Regeneration Harvest Area	37
Right-of-Way (Clearcut)	1
Reserve Area	367.46
Contract Area	452.46 A.

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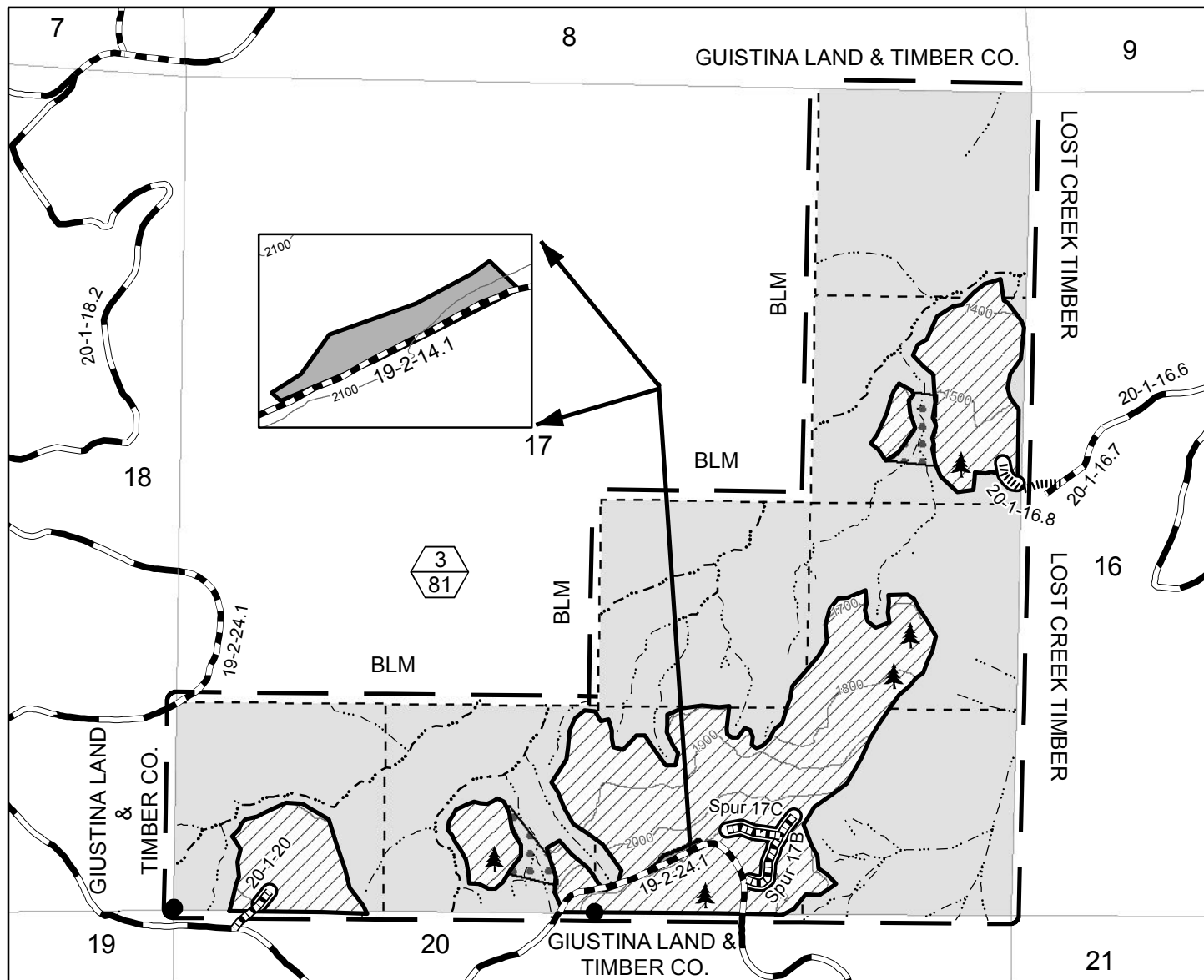
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Portland, Oregon 97208-2965  
5/11/2016



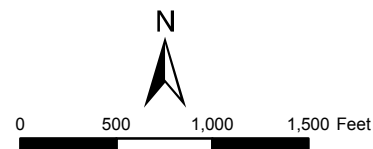
UNITED STATES  
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BUREAU OF LAND MANAGEMENT

EXHIBIT A  
Sheet 2 of 3

GOSAGE INCLINE TIMBER SALE CONTRACT NO. ORE06-TS16-687  
T. 20 S., R. 1 W., SEC. 17, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Boundary of Cutting Area - Posted, Painted
- Reserve Area
- Contract Area
- Special Operating Area
- Right-of-Way (Clearcut)
- Rocked Road
- Renovation
- Construction - Rock
- Construction - Native
- Stream
- Stream - Fish Bearing
- Unit Number (Top)/ Unit Acres (Bottom)
- Approximate Area of Wildlife Trees
- Found Corner



Partial Harvest Area	81
Right-of-Way (Clearcut)	1
Reserve Area	238
Contract Area	320 A.

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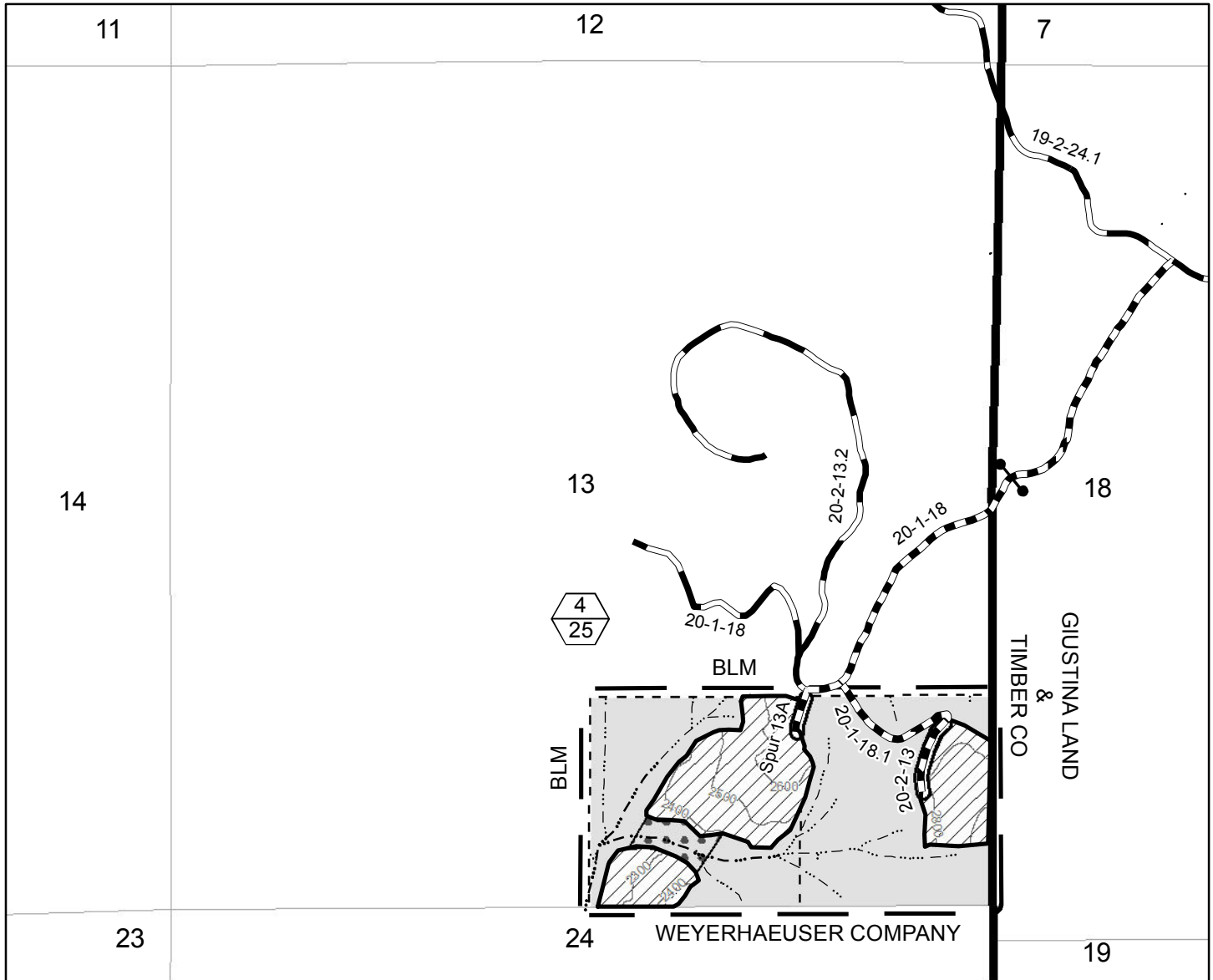
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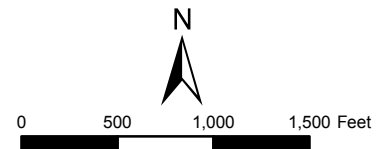
UNITED STATES  
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BUREAU OF LAND MANAGEMENT

EXHIBIT A  
Sheet 3 of 3

GOSAGE INCLINE TIMBER SALE CONTRACT NO.: ORE06-TS16-687  
T. 20 S., R. 2 W., SEC. 13, WILL. MER., EUGENE DISTRICT



- |  |  |  |  |
|--|--|--|--|
|  | Partial Harvest Area - Cable               |  | Rocked Road                            |
|  | Special Operating Area                     |  | Renovation/Improvement                 |
|  | Right-of-Way (Clearcut)                    |  | Stream                                 |
|  | Boundary of Cutting Area - Posted, Painted |  | Stream - Fish Bearing                  |
|  | Reserve Area                               |  | Unit Number (Top)/ Unit Acres (Bottom) |
|  | Contract Area                              |  | Gate                                   |



Partial Harvest Area	25
Right-of-Way (Clearcut)	1
Reserve Area	54
Contract Area	80 A.

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Contract No.

ORE06-TS16-687

**EXHIBIT B**

LUMP SUM SALE

Gosage Incline

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A**.

SPECIES	ESTIMATED VOLUME OR QUANTITY <i>(Units Specified)</i>	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir	3,099 MBF		
Western hemlock	566 MBF		
Western redcedar	315 MBF		
TOTALS	<b>3,980 MBF</b>		

The apportionment of the total purchase price is as follows:

Regeneration Harvest Area No. 1 – 37 Acres (27.0 MBF/Acre)

Douglas-fir	977 MBF
Western hemlock	20 MBF
Western redcedar	2 MBF
	<hr/> 999 MBF

Partial Harvest Area No. 2 – 47 Acres (19.2 MBF/Acre)

Douglas-fir	629 MBF
Western hemlock	170 MBF
Western redcedar	103 MBF
	<hr/> 902 MBF

Partial Harvest Area No. 3 – 81 Acres (19.2 MBF/Acre)

Douglas-fir	1,084 MBF
Western hemlock	293 MBF
Western redcedar	178 MBF
	<hr/> 1,555 MBF

Partial Harvest Area No. 4 – 25 Acres (15.2 MBF/Acre)

Douglas-fir	299 MBF
Western hemlock	59 MBF
Western redcedar	22 MBF
	<hr/> 380 MBF

Right-of-Way Area No. 2 – 1 Acres (44.0 MBF/Acre)

Douglas-fir	36 MBF
Western hemlock	1 MBF
Western redcedar	7 MBF
	<hr/> 44 MBF

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Contract No.

ORE06-TS16-687

**EXHIBIT B**

LUMP SUM SALE

Gosage Incline

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A**.

SPECIES	ESTIMATED VOLUME OR QUANTITY <i>(Units Specified)</i>	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
TOTALS			

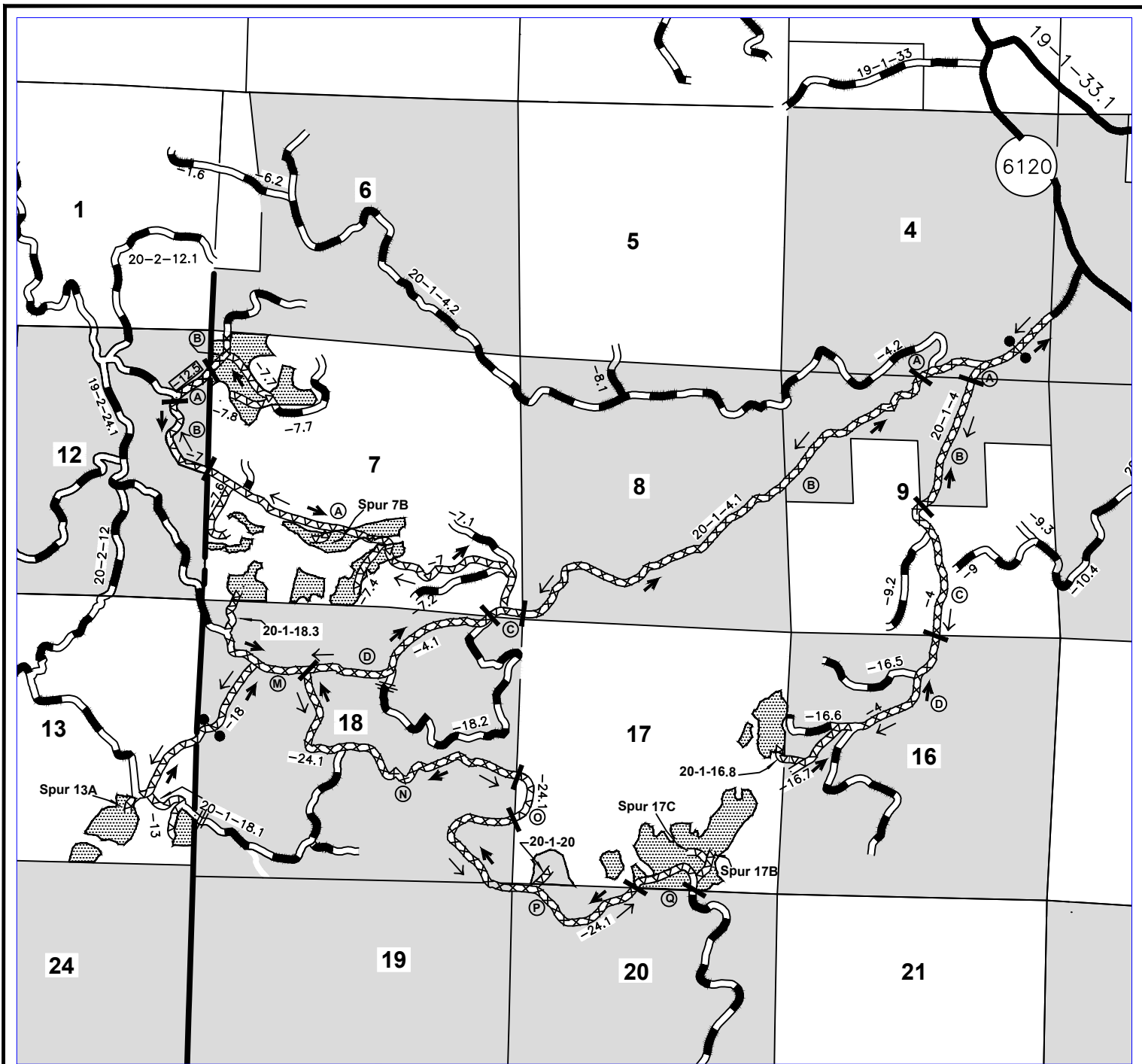
The apportionment of the total purchase price is as follows:

Right-of-Way Area No. 3 – 1 Acres (73.0 MBF/Acre)

Douglas-fir	49	MBF
Western hemlock	21	MBF
Western redcedar	3	MBF
	<hr/> 73	MBF

Right-of-Way Area No. 4 – 1 Acres (27 MBF/Acre)

Douglas-fir	25	MBF
Western hemlock	2	MBF
	<hr/> 27	MBF



R2W

R1W

SALE NAME: GOSAGE INCLINE  
 CONTRACT NO.: ORE06-TS16-687

**U.S. DEPARTMENT OF THE INTERIOR**  
 BUREAU OF LAND MANAGEMENT  
 EUGENE DISTRICT, UPPER WILLAMETTE FIELD OFFICE

**LEGEND**

- PURCHASER MAINTAINED ROADS
- EXISTING ROCK SURFACED ROADS
- EXISTING PAVED ROADS
- TIMBER HAUL ROUTE
- MINERAL HAUL ROUTE
- GATE
- BLM LAND
- SEGMENT BREAK

**EXHIBIT D**  
**ROAD MAINTENANCE MAP**

T. 15 S., R. 1 W., Sections 7, 18  
 T. 15 S., R. 2 W., Section 13

WILLAMETTE MERIDIAN, LAKE COUNTY, OREGON

DESIGNED BY: M. BUSS  
 DRAWN BY: P. PISANI  
 DATE: 03/2016



### **SPECIAL PROVISIONS FOR LOGGING RESIDUE REDUCTION**

Upon completion of harvest on any individual units, logging slash at all landings, slash located along designated roads, and slash for site preparation on designated units, as approved or directed by the Authorized Officer, shall be treated as follows:

#### **CONSTRUCTION AND COVERING OF LANDING AND ROADSIDE PILES**

1. Purchaser shall pile logging slash at all landings and machine pile logging slash within 25 feet of the road surface of Road Nos. 20-1-7, 20-1-7.4, 19-2-24.1, and 20-2-13 where they pass through Harvest Areas, as directed by the Authorized Officer.
2. All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the contract area.
3. All slash greater than one (1) inch in diameter, up to and including six (6) inches in diameter on the large end, having a minimum length of three (3) feet shall be piled. Prior to piling, all pieces greater than twenty (20) feet in length shall be bucked, or piled separately as directed by Authorized Officer.
4. Prior to commencement of mechanized slash work, all equipment must be cleaned prior to entering of BLM lands, as approved by the Authorized Officer.
5. Equipment used shall be equipped with a hydraulic thumb or a controllable, grapple head. The machine shall have a minimum reach of twenty-five (25) feet and shall travel on the road only.
6. All piles shall be compact and free of dirt, gravel or other noncombustible material. Protruding pieces shall be trimmed to prevent puncturing and allow covering in a manner that permits the piles to shed water. Height shall be at least six (6) feet and no greater than twelve (12) feet. Width shall be not less than twelve (12) feet and no greater than twenty-four (24) feet or as directed by the Authorized Officer. Piles shall not have a width greater than two times the height.
7. Piling shall be completed within thirty (30) days of the completion of yarding for each landing.
8. All piles shall be covered with black polyethylene plastic four (4) mil. thick. Each pile shall have 50 percent coverage up to a maximum of 200 square feet, covering the top of the pile, or as approved by the Authorized Officer. The covering shall be securely anchored to the pile with combustible cord in a manner to maintain coverage for a year, to the satisfaction of the Authorized Officer. All covering shall be completed on piles by September 15th of each year, or as directed by the Authorized Officer.
9. Piles shall be located as directed by the Authorized Officer. No pile shall be located on down logs or within ten (10) feet of any other pile, reserve trees, or culverts unless approved by the Authorized Officer.
10. All slash piles must be accepted in writing by the Authorized Officer. Once accepted, slash piles are considered relinquished by the Purchaser.
11. Upon completion of harvest, all resulting piles will be burned as authorized by the Authorized Officer and in accordance to Special Provisions 12-20.

#### **PILE BURNING**

12. Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction, slash pullback operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the



Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in pile burning and fire control. In addition, debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer.

13. The Purchaser shall remove plastic covering in excess of 100 square feet prior to ignition, unless conditionally waived by the Oregon Department of Forestry. All excess plastic shall be removed and disposed of in a lawful manner off of BLM land.
14. The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below:
  - (a) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
  - (b) At least one (1) additional firefighter (Firefighter Type 2 (FFT2)) for ignition of piles.
  - (c) Drip torches and slash fuel (3:1 ratio of diesel to gasoline, or biofuel equivalent).
  - (d) Aluma-gel or other incendiary device.
  - (e) One (1) chain saw with fuel.
  - (f) One (1) hand tool per above listed personnel.
15. All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.
16. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.
17. In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of the day following ignition, then the Government shall, at its option:
  - (a) Reimburse the Purchaser for such additional use of personnel and equipment at wage rates show. In the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government, or
  - (b) Release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.
18. In case of injury to personnel or damage to equipment furnished as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.
19. The Purchaser may be required to burn slash on a 12 hour notice, 10 days after the initial notice is received. Burning may need to be accomplished at night or on Saturday, Sunday, or holidays. Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the

Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a deferral of burning and new conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

20. The Purchaser must obtain a Permit to Use Fire or Power-Driven Machinery from the Oregon Department of Forestry. Burning will be done in accordance with Oregon Administrative Rule 629-48 as well as a Burn Plan approved by the BLM.

### **PRESCRIBED FIRE LINE CONSTRUCTION**

21. Prescribed fire lines will be constructed and shall be cleared of all brush and woody material, including overhanging material, for a width of not less than six (6) feet and on the exterior edge of which a continuous line not less than twenty-four (24) inches wide shall be excavated to mineral soil. All brush and woody material must be scattered ten (10) feet or more from the outer edge of the fire line. No piling or windrowing will be accepted (see Sheet 7 of this Exhibit for approximate location). All prescribed fire lines will be constructed by hand. Prescribed fire line is not to exceed Seven Thousand (7,000) horizontal feet in length. Water bars shall be constructed and maintained on the fire lines as approved by the Authorized Officer. Operations required by this provision shall begin within thirty (30) days after completion of logging of the Regeneration Harvest Area and shall be concluded within sixty (60) days after completion of logging of the Regeneration Harvest Area or as directed by the Authorized Officer.
- (a) Water bars shall be constructed on all fire lines. The water bar shall consist of a diagonal ditch across the portion of the fire line cleared to mineral soil. The water bar shall be six (6) inches deep and shall extend one (1) foot beyond the width of the prescribed fire line.
  - (b) Water bar spacing -- Percent of Slope: 0% to 9% - None required, 10 to 29% - 1 (one) water bar every 300 feet, 30% to 59% - 1 (one) water bar every 150 feet, 60%+ - 1(one) water bar every 100 feet.

### **BROADCAST BURNING**

22. Within the Potential Area of Broadcast Burning as shown on Sheet 7 of this Exhibit, the Purchaser shall conduct a prescribed fire. The burn unit shall not exceed 37 acres.

#### **23. Broadcast Burning Specifications**

- (a) The Potential Area of Broadcast Burning shall not be burned until all landing pile burning is completed within the unit.
- (b) All ignitions shall be done by hand with drip torches, propane burners, or other methods as approved by the Authorized Officer.
- (c) Ignition shall be done in a method agreed upon in the Slash Disposal and Site Preparation Pework described in Section 42(d)(2)(aa).
- (d) Active ignition shall cease at the edge of the Potential Area of Broadcast Burning. No fuel, retardant, or surfactant shall be allowed in the Regeneration Harvest Areas or near streams shown on Exhibit A.
- (e) The Authorized Officer shall be on site during periods of active ignition and burning.

#### **24. Mop-up Specifications**

- (a) The burn perimeter shall be secured to the satisfaction of the Authorized Officer before the crew can be released for the first night. Stipulations will be listed within the Burn Plan.
- (b) Mop-up shall continue the following days until there is no further flaming or smoldering anywhere in the Potential Area of Broadcast Burning.

- (c) Use of surfactants will be limited, as directed by the Authorized Officer.
- (d) The timeline for mop-up may be accelerated due to smoke, weather, or other concerns, as determined by the Authorized Officer.

25. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by the Purchaser's operations on Government lands, except for stipulations described in Section 42(d). In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing at Purchaser's own expense, the services of personnel and equipment on each unit as shown below.

(a) For Hand Igniting and Burning within the Potential Area of Broadcast Burning, as shown on Sheet 7 of this Exhibit, all qualifications are defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated.

- (1) One (1) Burn Boss (RXB2) to supervise crews and equipment operators and to serve as Purchaser's representative.
- (2) One (1) Firing Boss (FIRB).
- (3) One (1) twenty (20) person hand crew, including a designated crew foreman. The crew shall be equipped with fuel, twenty (20) drip torches or propane burners, eight (8) fire shovels, eight (8) pulaskis, two (2) power saws, one (1) backpack pump, and enough radios to facilitate inter-crew communications.
- (4) One (1) Type 3 or 4 engine with operator (ENGB/ICT4) and two (2) crew members. Engine must be equipped with drafting capability and compressed air foam system (all engines must meet or exceed typing standards, including inventory, from the Fire Line Handbook Appendix A).
- (5) One (1) water tender truck with driver. The water tender truck shall have two thousand five hundred (2,500) gallon capacity or more.
- (6) Three (3) Type 6 engines with operators (ENGB/ICT4) and one (1) crew member. Engine must be equipped with foam and drafting capability.
- (7) Two (2) portable pumps with fuel and equipment to draft water.
- (8) One thousand five hundred (1,500) feet of one and one half (1½) inch hose, one thousand (1,000) feet of one (1) inch hose, five hundred (500) feet of three-quarter (¾) inch hose, twelve (12) one and a half (1½) inch gated wye valves, fifteen (15) one and a half (1½) inch to one (1) inch reducers, six (6) one (1) to three-quarter (¾) inch reducers, ten (10) one (1) inch combination fog and stream nozzles, and six (6) one and one half (1½) inch combination fog and stream nozzles.
- (9) All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended.

(b) Mop-up of Potential Area of Broadcast Burning.

- (1) One (1) Burn Boss (RXB2) to supervise crews and equipment operators and to serve as Purchaser's representative.
- (2) One (1) twenty (20) person hand crew, including a designated crew foreman. The crew shall be equipped with fuel, twenty five (25) drip torches or propane burners, eight (8) fire shovels, eight (8) pulaskis, two (2) power saws and one (1) backpack pump.
- (3) One (1) tank truck with driver. The tank truck shall have two thousand five hundred (2,500) gallon capacity or more.
- (4) Two (2) Type 6 engines with operators (ENGB/ICT4) and one (1) crew member. Engine must be equipped with foam and drafting capability (all engines must meet or exceed typing standards, including inventory, from the Fire Line Handbook Appendix A).
- (5) Two (2) portable pumps with fuel and equipment to draft water.

- (6) One thousand five hundred (1,500) feet of one and one half (1½) inch hose, one thousand (1,000) feet of one (1) inch hose, five hundred (500) feet of three-quarter (¾) inch hose, twelve (12) one and a half (1½) inch gated wye valves, fifteen (15) one and a half (1½) inch to one (1) inch reducers, six (6) one (1) to three quarter (¾) inch reducers, ten (10) one (1) inch combination fog and stream nozzles, and six (6) one and one half (1½) inch combination fog and stream nozzles.
- (7) All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended.
- (c) Aircraft and pilots used for logging residue reduction or the suppression of escaped fires from logging residue reduction operations shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.
- (d) All listed personnel shall be physically fit, experienced, and fully capable of functioning as required. All personnel shall arrive at the project areas with the following personal safety equipment: long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8) inch top leather boots, hardhat, and leather gloves. All personnel shall wear long pants and long sleeve shirts, lug soled leather boots with minimum eight (8)-inch uppers that provide ankle support, approved hardhat, and leather gloves. All personnel directly involved in burning operations shall wear clothing made of approved aramid fabric (Nomex or equivalent) and shall carry an approved fire shelter.
- (e) All listed tools and equipment shall be in good usable condition. All power- driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment. In addition, all listed personnel directly involved in burning operations shall be certified Fire Fighters qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System guide, PMS 310-1 and provide documentation. The work leaders must be fluent in English and be able to effectively speak to all crew members under their direction. Personnel who do not meet these requirements or who do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.
- (f) Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up of each unit burned as shown on Sheet 5 of 6 of this Exhibit, required in Special Provision 25(a) and 25(b) for three hundred (300) work hours for each broadcast burn unit as directed by the Authorized Officer within a thirty (30) day period for each broadcast burn unit beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.
- (g) In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option:
  - (1) Reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or
  - (2) Release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.
- (h) In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.) the Government may permit the Purchaser to remove personnel

for that day provided that: all mop-up work on the escaped fire area is included with mop-up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop-up work on all escaped fire areas concurrently with mop-up work on the prescribed fire area.

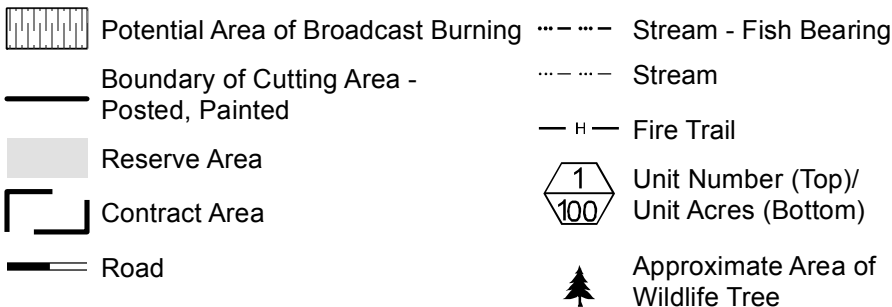
- (i) In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.
  - (j) The Purchaser may be required to burn slash on a 12 hour notice, 10 days after the initial notice is received. Burning may need to be accomplished at night or on Saturday, Sunday, or holidays. Time is of the essence in complying with Special Provision 22. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a deferral of burning and new conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser shall also be responsible for such additional costs.
26. The Purchaser must obtain a Permit to Use Fire or Power-Driven Machinery from the Oregon Department of Forestry. Burning will be done in accordance with Oregon Administrative Rule 629-48 as well as a Burn Plan approved by the BLM.



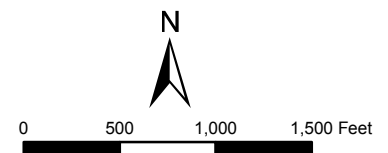
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT F  
Sheet 7 of 7

GOSAGE INCLINE TIMBER SALE CONTRACT NO. ORE06-TS16-687  
T. 20 S., R. 1 W., SEC. 7, WILL. MER., EUGENE DISTRICT



## Fuel Management



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

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Portland, Oregon 97208-2965

### Road and Skid Trail Decommissioning Work List

- (1) The Purchaser shall complete the following decommissioning measures according to the specifications and schedule below and as shown on Sheets 2 through 4 of this Exhibit. All decommissioning shall be completed during the dry season, typically between July 1 and September 30, as determined by the Authorized Officer.
- (aa) Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and an opposable thumb, during the dry season. Minimize damage to residual tree roots. The Purchaser shall decompact the entire trail prism. Slash and debris shall be pulled on top of the decompacted surface as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer. It shall also be capable of decompacting to the required depth and provide lateral shatter of compacted layer.
  - (bb) Purchaser shall construct drainage dips, waterbars, and/or lead-off ditches, as directed by the Authorized Officer. Waterbars shall be constructed in accordance with the specifications shown on Exhibit H.
  - (cc) The Purchaser shall block roads and skid trails with root wads, logs, boulders, and slash as directed by the Authorized Officer.
  - (dd) After harvest operations, the Purchaser will be required to construct waterbars immediately before and after existing culverts in accordance with the specifications shown on Exhibit H, as directed by the Authorized Officer.

Road	Surface	(aa) Decompact and Place Log Slash	(bb) Drainage	(cc) Block	(dd) Culvert Stations
Skid Trails	Native	X	X	X	
Spur 7B	Rock		X	X	
Spur 13A	Rock			X	
Spur 17B	Rock			X	
Spur 17C	Rock		X		0+10
20-1-16.8	Native	X'	X°	X°	3+09
20-1-18.3	Rock		X	X	3+06, 5+20, 7+62
20-1-20	Rock			X	

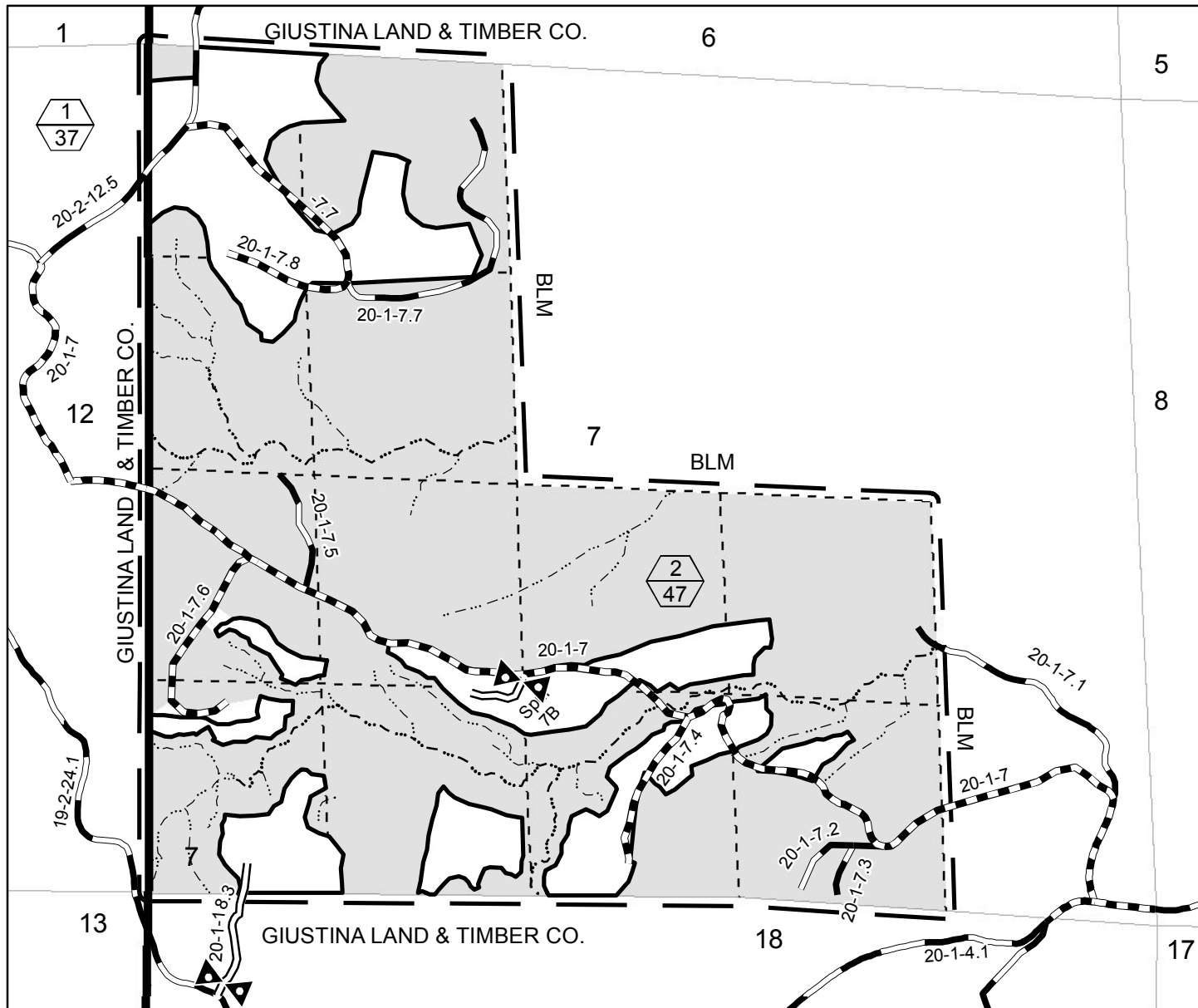
X' BLM Portion only  
X° Private Portion only



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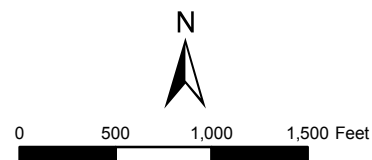
EXHIBIT G  
Sheet 2 of 4

GOSAGE INCLINE TIMBER SALE CONTRACT NO. ORE06-TS16-687  
T. 20 S., R. 1 W., SEC. 7, WILL. MER., EUGENE DISTRICT



- |                              |   |
|------------------------------|---|
| — Boundary of Cutting Area - | --- Stream                                      |
| — Posted, Painted            | --- Stream - Fish Bearing                       |
| ■ Reserve Area               | 1/100 Unit Number (Top)/<br>Unit Acres (Bottom) |
| □ Contract Area              | Barrier   |
| == Road To Be Treated        |   |
| — Rocked Road                |   |
| --- Renovation               |   |

## Road Decommissioning



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

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Portland, Oregon 97208-2965

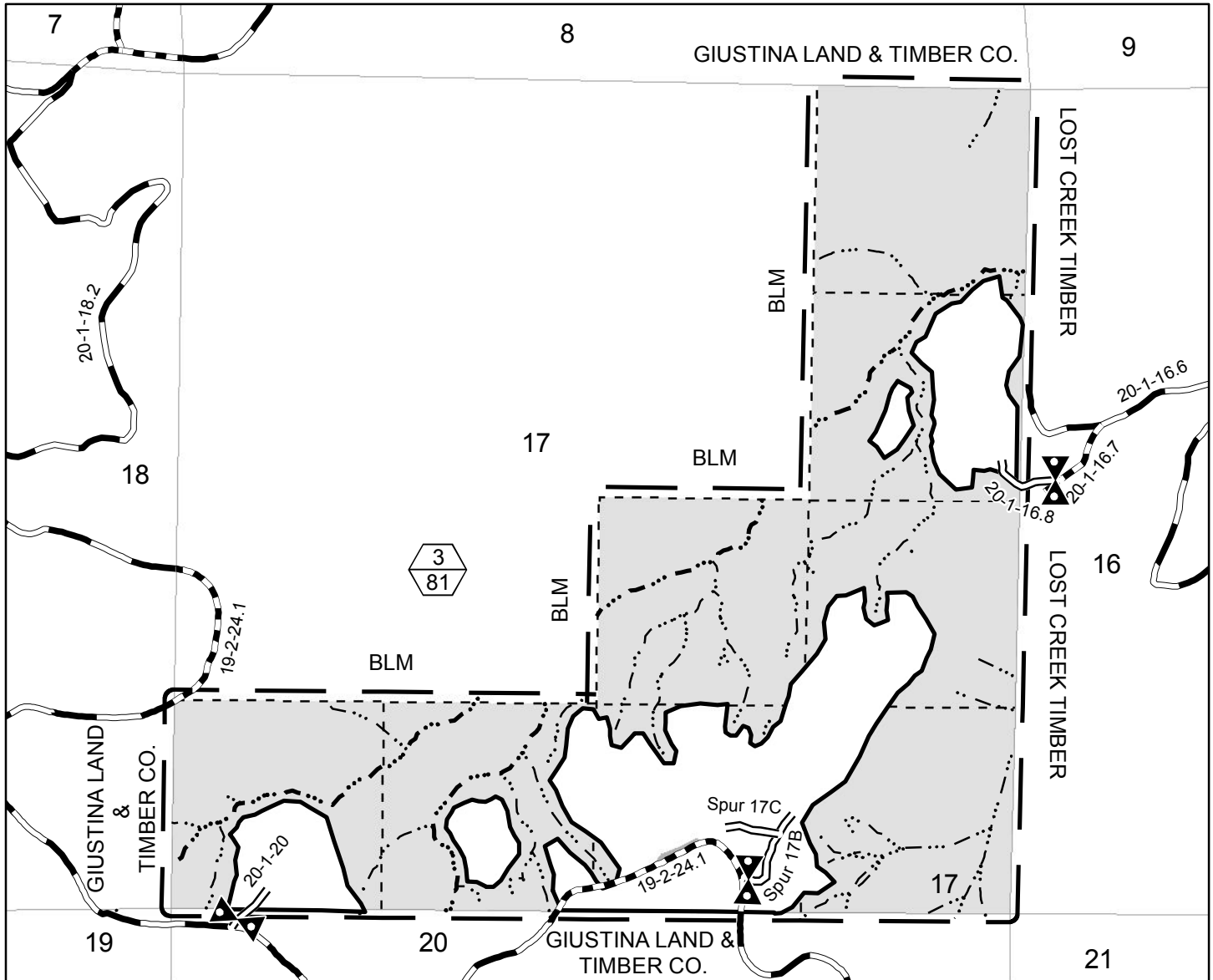




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BUREAU OF LAND MANAGEMENT

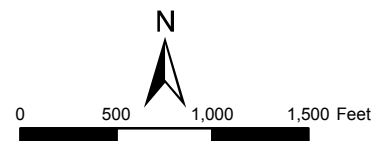
EXHIBIT G  
Sheet 3 of 4

GOSAGE INCLINE TIMBER SALE CONTRACT NO. ORE06-TS16-687  
T. 20 S., R. 1 W., SEC. 17, WILL. MER., EUGENE DISTRICT



- |  |  |
|--|--|
| — Boundary of Cutting Area - ... - ... | Stream   |
| — Posted, Painted                      | ...  |
| █ Reserve Area                         | ... - - - Stream - Fish Bearing                    |
| ▭ Contract Area                        | 1<br>100 Unit Number (Top)/<br>Unit Acres (Bottom) |
| == Road To Be Treated                  | Barrier  |
| — Rocked Road                          |  |
| - - - Renovation                       |  |

## Road Decommissioning



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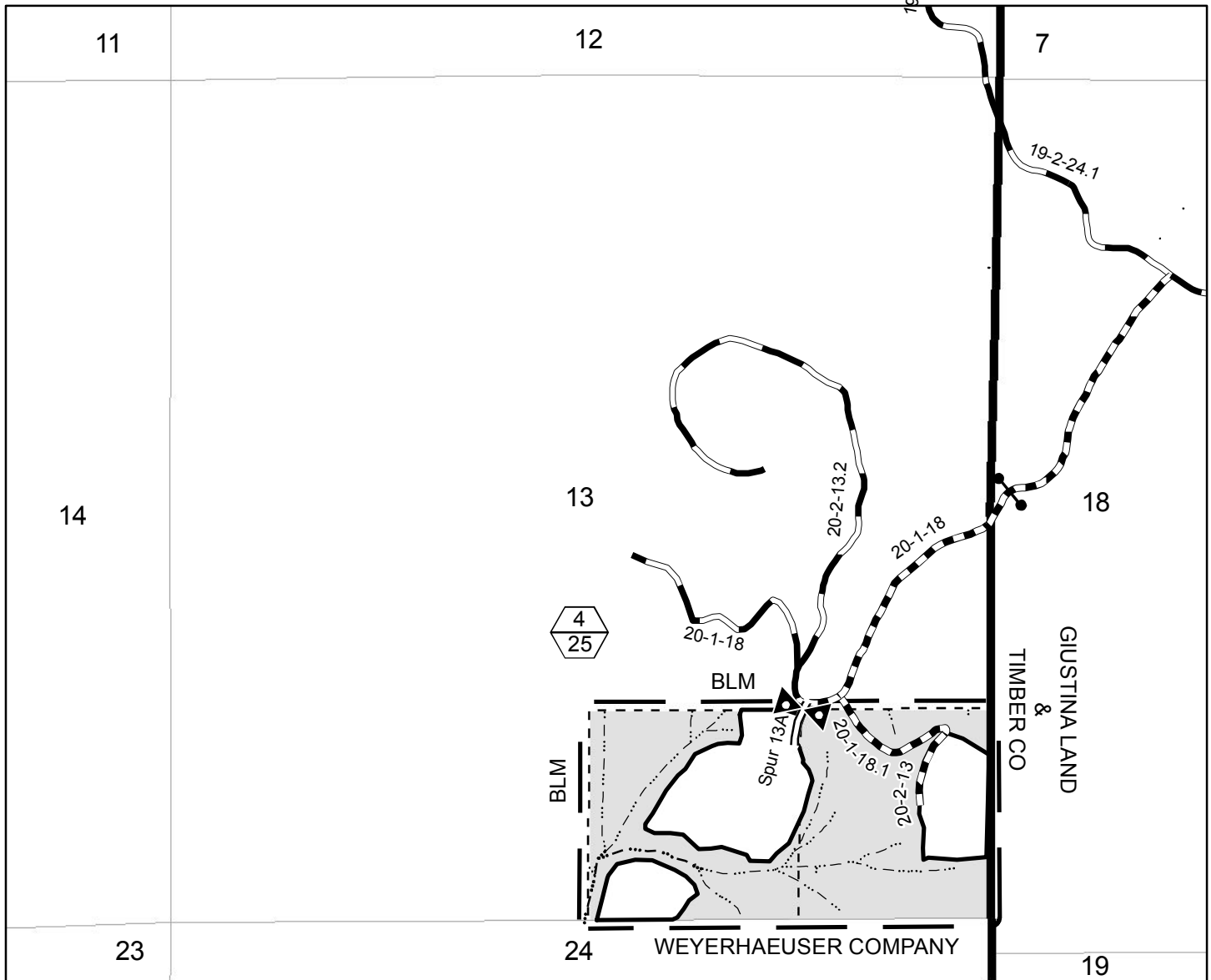
5/4/2016



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BUREAU OF LAND MANAGEMENT

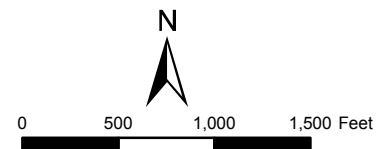
EXHIBIT G  
Sheet 4 of 4

GOSAGE INCLINE TIMBER SALE CONTRACT NO. ORE06-TS16-687  
T. 20 S., R. 2 W., SEC. 13, WILL. MER., EUGENE DISTRICT



- |                            |   |
|----------------------------|---|
| Boundary of Cutting Area - | Stream                                    |
| Posted, Painted            | Stream - Fish Bearing                     |
| Reserve Area               | Unit Number (Top)/<br>Unit Acres (Bottom) |
| Contract Area              | Gate                                      |
| Road To Be Treated         | Barrier                                   |
| Rocked Road                |   |
| Renovation/Improvement     |   |

## Road Decommissioning



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

United States Department of the Interior  
Bureau of Land Management  
Oregon State Office  
P.O. Box 2965  
Portland, Oregon 97208-2965

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government

land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

**Sec. 41. Timber Reserved from Cutting** - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

See Sheet 1 which is attached hereto and made a part hereof.

Tract No. E-16-687

Parcel No. 4

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT INCLUDING ALL EXHIBITS IS AVAILABLE FOR INSPECTION AT THE EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE: June 23, 2016

**Sec. 42. Special Provisions** - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Name of Corporation)

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

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

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

UNITED STATES OF AMERICA

\_\_\_\_\_  
(Address)

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

*(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_, who signed the contract was then \_\_\_\_\_ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: \_\_\_\_\_



SEC. 41 - Timber Reserved From Cutting and/or Removal

- (a) All timber on the Reserve Areas shown on Exhibit A and all orange painted and posted trees in the Harvest Areas which are on or mark the boundaries of the Reserve Areas.
- (b) All trees marked with orange paint above and below stump height in the Harvest Areas as shown on Exhibit A.
- (c) All orange marked trees greater than 25 inches DBH within 400 feet of Fish Bearing Streams and 200 feet of all other streams shown on Exhibit A felled for safety or operational reasons shall remain on site as coarse woody debris. Where necessary for safety or operational reasons, coarse woody debris logs may be bucked into shorter lengths and/or moved within the unit.
- (d) Approximately 25 trees marked with orange paint above and below breast height and an orange "W" in the Approximate Area of Wildlife Trees in the Harvest Areas shown on Exhibit A. All Wildlife Trees felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, trees may be bucked into shorter lengths and/or moved within the unit.
- (e) All existing snags, rootwads, and decay class 3, 4, and 5 down wood in the Partial Harvest Areas as shown on Exhibit A. Decay classes are illustrated on Exhibit I which is attached hereto and made a part hereof.
- (f) In the Harvest Areas shown on Exhibit A, all Pacific yew, hardwood trees, and snags which do not present a safety hazard or where removal is not needed for operational activities as determined by the Authorized Officer. All Pacific yew, hardwood trees, and snags that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, Pacific yew, hardwood trees, and snags may be bucked into shorter lengths and/or moved within the unit.

SEC. 42 - Special Provisions

- (a) Logging
  - (1) Before beginning operations on the contract area for the first time, entering a new Harvest Area, or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
  - (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
  - (3) The use of native surface roads shall occur during periods of dry weather (typically July 1 - September 30) or as determined by the Authorized Officer.
  - (4) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except for the Special Yarding Area in Partial Harvest Area No. 2, and the Special Operating Areas in Partial Harvest Area Nos. 2, 3, and 4. Full suspension of logs over streams shall be required, and all trees felled for corridors within the Reserve Area shall remain on site, unless otherwise approved by the Authorized Officer. Where necessary for safety or operational reasons, corridor trees may be bucked into shorter lengths and/or moved within the Reserve Area.
  - (5) In the Partial Harvest Areas shown on Exhibit A, no harvest activities shall be conducted from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise requested and approved in writing by the Authorized Officer.

- (6) No landings shall be located within 50 feet of Reserve Area boundaries adjacent to streams, unless otherwise approved by the Authorized Officer.
- (7) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead and bucked into log lengths not to exceed forty-one (41) feet before being yarded unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, coarse woody debris, snags, and wildlife trees except when necessary for safety or operational reasons.
- (8) In the Regeneration Harvest Area-Ground based and the Regeneration Harvest Area-Cable shown on Exhibit A, all trees designated for cutting may be felled and whole tree yarded, or yarded with tops attached. Trees shall be directionally felled away from the Reserve Areas, coarse woody debris, snags, and Wildlife Trees, except when necessary for safety or operational reasons.
- (9) In the Harvest Areas-Cable shown on Exhibit A, yarding shall be done with a carriage equipped skyline system capable of laterally yarding at least 75 feet from the skyline road. The carriage shall be capable of being held in position on the skyline during lateral yarding. Skyline roads shall not be placed closer than 150 feet apart with parallel settings on roads if topography allows unless approved by the Authorized Officer. During yarding, the lead end of the logs shall be suspended clear of the ground. Intermediate supports and/or lift trees may be needed.
- (10) Before clearing any skyline road necessary for yarding in the Partial Harvest Areas-Cable and the Regeneration Harvest Area-Cable as shown on Exhibit A, the Purchaser shall:
  - (aa) Mark the location of the skyline road on the ground with fluorescent pink plastic flagging. Such skyline roads shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees but, in any case, the width of each skyline road shall not exceed 12 feet, measured between trunks of reserve trees.
  - (bb) Provide a map of requested skyline road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skyline roads shall remain free from felled trees until approved.
  - (cc) Skyline roads shall be placed on the landscape to avoid disturbance to snags, down wood, wildlife trees, and existing rootwads where feasible.
- (11) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (12) In the Regeneration Harvest Area-Ground based shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes of 35% or less. The equipment used and timing of the harvest shall have prior approval of the Authorized Officer. Ground based yarding may occur when soil moisture content provides the most resistance to compaction as determined by the Authorized Officer. Typical dates are between July 1 and September 30.
- (13) In the Regeneration Harvest Area-Ground based shown on Exhibit A, felling may be done with mechanized harvesting equipment capable of directionally felling trees, cutting trees to length, completely delimbing the trees, and depositing the slash in windrows between the reserve trees as approved by the Authorized Officer under the following conditions:
  - (aa) Mechanized harvester shall travel along the windrows of limbs and slash created by the harvesting process and shall be kept to a single pass.
- (14) Before felling and yarding any timber in the Regeneration Harvest Area-Ground based as shown on Exhibit A, the Purchaser shall locate and construct designated skid trails as follows:
  - (aa) Mark the location of designated skid trails on the ground with fluorescent pink plastic flagging in consultation with the Authorized Officer.

- (bb) Provide a map of requested skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
  - (cc) Space designated skid trails at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer. Use existing skid trails where possible.
  - (dd) Limit the width of each skid trail to a maximum of 12 feet.
  - (ee) Skid trails shall not be located within 50 feet of reserve area boundaries adjacent to streams, unless otherwise approved by the Authorized Officer.
  - (ff) Skid trails shall be placed on the landscape to avoid disturbance to snags, down wood, Wildlife Trees, and existing rootwads where feasible.
- (15) Before cutting and removing any reserve trees necessary to facilitate logging in the Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 42(a)(14) and skyline yarding roads in accordance with Section 42(a)(10), and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding, the following conditions must be met:
- (aa) All skid trails and/or skyline yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail, and/or cable yarding road shall be limited to 12 feet.
  - (bb) The Purchaser may immediately cut and remove additional timber to clear skid trails and skyline yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) of the contract.
  - (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that any tree that exceeds 36 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
  - (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
  - (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as

determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

- (ff) The Government may reserve trees previously designated for cutting and removal by applying orange paint in the Harvest Areas above and below stump height and the letter "R" on two sides of the trees as replacements for additional trees cut and removed for skid trails and/or skyline yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects, or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (16) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Harvest Areas to meet all applicable State safety laws, codes, or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
  - (aa) Wildlife Trees and orange marked trees greater than 25" DBH within 400 feet of Fish Bearing Streams and 200 feet of all other streams felled for safety or operational reasons shall not be removed in accordance with Section 41(c).
  - (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
  - (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
  - (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
  - (ee) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
    - (1) Failed to properly mark any stump with the "X" cut.
    - (2) Failed to identify the location of any stump.
    - (3) Cut any tree in or adjacent to skyline yarding corridors that was not necessary to facilitate skyline yarding.
    - (4) Cut any reserve tree in or adjacent to tractor skid trails that was not necessary to facilitate ground based yarding.
    - (5) Failed to properly segregate any pulled over tree that was yarded to the landing.



- (6) Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (7) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (8) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (9) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.
- (10) Removed any tree cut in accordance with Section 41(c).

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least five working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All skyline yarding and/or ground based equipment skid trails upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The Purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

- (17) Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors. In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards, no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

(b) Road Construction, Renovation, Improvement, Use, and Maintenance

- (1) The Purchaser shall construct Spurs 7B, 17B, and 17C and Road Nos. 20-1-16.8, 20-1-18.3, and 20-1-20, renovate Road Nos. 19-2-24.1 Segs. O and Q, 20-1-4.1 Seg. C, 20-1-7, 20-1-7.4, 20-1-7.6, 20-1-7.7, 20-1-7.8, 20-1-16.7, 20-1-18, 20-1-18.1, and 20-2-13, and improve Spur 13A in

strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 40 sheets.

- (2) Prior to removal of any timber, except right-of-way timber, the required construction, renovation, and/or improvement of the haul route for that timber shall be completed prior to hauling as specified in Exhibit C. The required construction and/or renovation of native surface roads shall occur during periods of dry weather as determined by the Authorized Officer (typically July 1 - September 30).
- (3) Culvert replacement/installation on streams shall be done between July 1 and August 31 (both days inclusive), and shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.
- (4) The Purchaser shall furnish and place 200 cubic yards of surface maintenance rock in accordance with Exhibit D, Special Provision 2. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser's expense.
- (5) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, Giustina Land and Timber Co., and/or Lost Creek Timber for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C and D, provided that the Purchaser comply with the conditions set forth in Section 42(b)(6) and pay the required rockwear obligation described in Section 42(b)(7). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Own ership</u>	<u>Road Surface Type</u>
Spur 7B	0.08	BLM	Rock
Spur 13A	0.04	BLM	Rock
Spur 17B	0.11	BLM	Rock
Spur 17C	0.06	BLM	Rock
19-2-24.1 Segs. O and Q	0.54	BLM	Rock
20-1-4.1 Seg. C	0.13	BLM	Rock
20-1-7 Seg. A	1.56	BLM	Rock
20-1-7 Seg. B	0.35	GLT	Rock
20-1-7.4	0.18	BLM	Rock
20-1-7.6	0.25	BLM	Rock
20-1-7.7	0.30	BLM	Rock
20-1-7.8	0.13	BLM	Rock
20-1-16.6	0.11	LCT	Rock
20-1-16.7	0.09	LCT	Rock
20-1-16.8	0.09	BLM	Native
20-1-18	0.59	BLM	Rock
20-1-18.1	0.17	BLM	Rock
20-1-18.3	0.16	BLM	Rock
20-1-20	0.05	BLM	Rock
20-2-13	0.08	BLM	Rock

GLT= Giustina Land and Timber Co.

LCT= Lost Creek Timber

- (6) The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (7) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of One Thousand Nine Hundred Eighty and 93/100 dollars (\$1,980.93) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(5). The

rockwear fee shown above shall be paid prior to removal of any timber from the contract area; provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

- (8) In the renovation and use of Road Nos. 19-2-24.1 Segs. M, N and P, 20-1-4 Seg. B, 20-1-4.1 Segs. B and D, 20-1-7 Seg. B and 20-2-12.5 Segs. A and B, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-300A between the United States of America and Giustina Land & Timber Co. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Said agreement is available for inspection at the Bureau of Land Management, Eugene District Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) Obtain a license agreement from Giustina Land & Timber Co. The license agreement, bond and insurance certificate shall be delivered to Giustina Land & Timber Co. at least 15 days prior to use of company roads.
  - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
  - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence, and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
  - (dd) Pay a lump sum road maintenance and rockwear fee of Nineteen Thousand One Hundred Seventy Two and 42/100 dollars (\$19,172.42) prior to log hauling. All road maintenance and rockwear fees due as a result of modification shall be paid at rates current at the time of modification, with payment made prior to contract termination.
  - (ee) The Purchaser shall maintain Road No. 20-1-7 Seg. B in accordance with Section 42(b)(5).
  - (ff) The Purchaser shall cut and deck the right-of-way timber between Stations P0+00 and P6+79 on Road No. 20-1-18.3 and P0+00 and P1+10 on Road No. 20-1-20 in accordance with the specifications of Giustina Land & Timber Co., the owner of the right-of-way timber. The Purchaser shall construct Road Nos. 20-1-18.3 and 20-1-20 so that it will be possible for Giustina Land & Timber Co. to remove such logs within 4 months of being felled.
- (9) In the renovation and use of Road Nos. 20-1-4 Segs. A, C & D, 20-1-4.1 Seg. A, 20-1-16.6 and 20-1-16.7, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-300B between the United States of America and Lost Creek Timber. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Said agreement is available for inspection at the Bureau of Land Management, Eugene District Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) Obtain a license agreement from Lost Creek Timber. The license agreement, bond and insurance certificate shall be delivered to Lost Creek Timber at least 15 days prior to use of company roads.

- (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
  - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence, and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
  - (dd) Pay a lump sum road use fee of Eight Hundred Fifty and 33/100 dollars (\$850.33) at time of execution of License Agreement.
  - (ee) Pay a lump sum road maintenance and rockwear fee of Two Thousand Six Hundred Sixty Two and 75/100 dollars (\$2,662.75) at time of execution of License Agreement. All rockwear fees due as a result of modification shall be paid at rates current at the time of modification.
  - (ff) The Purchaser shall maintain 20-1-16.6 and 20-1-16.7 in accordance with Section 42(b)(5).
  - (gg) The Purchaser shall cut and deck the right-of-way timber between Stations P0+00 and P2+73 on Road No. 20-1-16.8 in accordance with the specifications of Lost Creek Timber, the owner of the right-of-way timber. The Purchaser shall construct Road No. 20-1-16.8 so that it will be possible for Lost Creek Timber to remove such logs within 12 months of being felled.
- (10) In the use of tailholds/guylines, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement E-387 between the United States of America and Weyerhaeuser Company.
- (aa) Prior to the use of tailholds/guylines, the Purchaser shall execute a Short Form Tramway Agreement with Weyerhaeuser Company. The Short Form Tramway Agreement shall be delivered to Weyerhaeuser Company at least 15 days prior to use.
  - (bb) Prior to use, Licensee agrees to provide Licensor an insurance certificate (listing Licensor as an additional insured) evidencing general and automobile liability insurance, including loggers broad form property damage, in single limit amounts of \$1,000,000.00 each.
- (11) The Purchaser also agrees that if he elects to use any private road which is the subject of a right of way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) The Purchaser shall be required to clean logging, piling, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
- (3) Upon each season's shutdown and prior to fall rains, the Purchaser shall block skid trails and newly constructed roads that have not been rocked, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking, waterbars and drainage dips shall be completed as directed by the Authorized Officer.
- (4) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, complete road and skid trail decommissioning measures in accordance with Exhibit G (containing 4 sheets) which is attached hereto and made a part hereof, and Exhibit H. All road and skid trail decommissioning shall be completed during the dry season, typically between

July 1 and September 30, as determined by the Authorized Officer.

- (5) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (aa) Threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
  - (bb) When, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
  - (cc) Federal proposed, federal candidate, Bureau sensitive, or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
  - (dd) Other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
  - (ee) When, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
  - (ff) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract.
  - (gg) Species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
  - (hh) When, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3(b) of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3(b) of the contract within 15 days after the bill for collection is issued, subject to Section 3(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraph, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(d) Fire Prevention, Slash Disposal, and Watershed Protection

- (1) Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) Logging Residue Reduction. In addition to the requirements of Section 15 and 26 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging reduction and site preparation measures required by this contract:

- (aa) Prior to commencement of any operation under Section 42(d)(2)(bb) of this contract, a logging residue reduction and site preparation prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and site preparation shall be done in accordance with the plans developed at the prework conference.
- (bb) Purchaser shall construct and cover landing piles, pile and cover slash within 25 feet of the road surface, pile burn, broadcast burn, and construct fire line according to prescription in accordance with Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 7 sheets.

(e) Optional Contributions

- (1) The Purchaser shall perform all pile burning in accordance with Exhibit F Special Provisions 12-20. The Purchaser shall have the option of completing this work, or in lieu thereof, making a contribution to the Bureau of Land Management in the amount of Six Hundred Seventy-nine and 51/100 dollars (\$679.51).
  - (aa) The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection.
- (2) The purchaser shall perform all broadcast burning in accordance with Exhibit F Special Provisions 22-26. The Purchaser shall have the option of completing this work, or in lieu thereof, making a contribution to the Bureau of Land Management in the amount of Thirty-two Thousand One Hundred Twenty-nine and 10/100 dollars (\$32,129.10).
  - (aa) The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection.

(f) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber that does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.
- (2) Substitution will be determined under the definition found in 43 CFR 5400.0-5(n). The Purchaser is required to maintain and upon request to furnish the following information:
  - (aa) Date of last export sale.
  - (bb) Volume of timber contained in last export sale.
  - (cc) Volume of timber exported in the past twelve (12) months from the date of last export sale.
  - (dd) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.

- (ee) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
  - (ff) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.
- (3) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) that shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs shall be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically shall be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon location when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.



Planning Unit	Upper Willamette	
Type of Sale	Advertised	
Time for Cutting & Removal	36	Mos.
Time for Removal of Personal Property	1	Mos.

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			20 S.	1 W.	7	Lots 4 - 7, 9 - 14, W1/2SE1/4
X			20 S.	1 W.	17	E1/2NE1/4, S1/2SW1/4, SE1/4
X			20 S.	2 W.	13	S1/2SE1/4

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF								Total Cutting Volume	Cutting Area Acres		
	DF	WH	WRC							Regen	Partial	Clear
Regen #1	977	20	2						999	37		
PH #2	629	170	103						902		47	
PH #3	1,084	293	178						1,555		81	
PH #4	299	59	22						380		25	
R/W #2	36	1	7						44			1
R/W #3	49	21	3						73			1
R/W #4	25	2							27			1
TOTAL	3,099	566	315						3,980	37	153	3

### Profit & Risk Allowance

Basic Profit & Risk .....	8	%
Additional Risk		
Low      1% .....		%
Medium   2% .....		%
High     3% .....	3	%
Total Profit & Risk .....	11	%

## Tract Features

Ave Log (Bd. Ft.): D-fir	71	All	60	DBH:14.6
Recovery D-fir	95	% All	93	%
Salvage D-fir	0	% All	0	%
Ave Volume per Acre	21			MBF
Ave Yarding Slope	35			%
Ave Yarding Distance	450			Ft.
Ave Age	55			Years
Volume Highlead				%
Volume Skyline	78			%
Volume Cat	22			%
Volume Aerial				%
Road Construction / Improvements (100' Sta)				
Class	SN-14	No. Sta.	28.98	Const
Class	SN-14 / SN-16	No. Sta.	231.23	Renov
Class	SN-14	No. Sta.	2.06	Improv

Cruised by <u>Dotson / Cranmer</u>	
Date <u>February 2016</u>	
Type of Cruise _____	
<b>Volume (MBF-Net Merch)</b>	
Green <u>3,980</u>	Salvage <u>0</u>
D-fir Sawlog <u>3,099</u>	Peeler <u>0</u>
Export Volume <u>0</u>	
Purchaser _____	
Address _____	

Contract No. \_\_\_\_\_

OR-5420-1a  
(June 1986)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
**STUMPAGE COMPUTATION**  
**MBF**

District Eugene  
ATSP Tract No. E-16-687  
ADP No. \_\_\_\_\_  
Sale Name Gosage Incline

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	577.02	299.70	63.47		213.85
Western hemlock			435.12	299.70	47.86		87.56
Western redcedar			753.37	299.70	81.87		370.80
Wt. Average			576.94				210.45

\*Marginal Log Volume N/A MBF X                      \$/MBF                      Marg. Log Value  
Marginal Log Value \$                      = \$                      Marginal Log Value/MBF  
(D-fir Net Volume)                      MBF

**APPRAISED PRICE SUMMARY**

TEA            RVA            X            Market Value           

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	8,480	Douglas-fir	3,099	213.80	662,566.20		
---	4,821	W. hemlock	566	87.60	49,581.60		
---	3,154	W. redcedar	315	370.80	116,802.00		
---	16,455	<b>TOTALS</b>	3,980		828,949.80		

**LOG GRADES (By Percent)**

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				61.0	36.0	3.0
Western hemlock				29.0	58.0	13.0
Western redcedar					100.0	

Appraised By: Cranmer  
Appraisal Reviewed By: Ray

Date: February 2016  
Date: April 2016