



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Springfield Interagency Office, Northwest Oregon District
3106 Pierce Parkway Suite E, Springfield, Oregon 97477
<http://www.blm.gov>



February 15, 2017

Parcel No. 3
Eugene Master Unit
Upper Willamette Field Office
Contract No. ORN05-TS17-501
What's Bruin

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 his representative, at the **NORTHWEST OREGON DISTRICT'S SPRINGFIELD INTERAGENCY OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **March 16, 2017**.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register-Guard newspaper on or about February 15, 2017. 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 Northwest Oregon District's Springfield Interagency 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 Northwest Oregon District's Springfield Interagency Office.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency 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

TIMBER SALE NOTICE
LUMP SUM
EUGENE MASTER UNIT

NORTHWEST OREGON DISTRICT
UPPER WILLAMETTE FIELD OFFICE

PARCEL NO.: 3
SALE DATE: March 16, 2017

What's Bruin
Contract Number: ORN05-TS17-501
Lane County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$ 76,000.00

All timber designated for cutting on SE1/4NE1/4, NE1/4SE1/4 Section 31; E1/2NE1/4, NE1/4SE1/4, S1/2SE1/4 Section 33, T. 19 S., R. 2 W., Lots 3, 4, 5, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4 Section 3, 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
1,932	Douglas-fir	2,227	\$ 246.10	\$ 548,064.70
1,395	Western hemlock	1,589	\$ 115.00	\$ 182,735.00
64	Grand fir	73	\$ 111.50	\$ 8,139.50
15	Incense cedar	18	\$ 120.30	\$ 2,165.40
31	Western redcedar	34	\$ 533.00	\$ 18,122.00
3,437	TOTALS	3,941		\$ 759,226.60

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 all Douglas-fir, western hemlock, grand fir, incense cedar 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 227 plots. 236 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 Springfield Interagency 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 Springfield Interagency Office. The timber volumes for all other species 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 13.5" DBHOB; the average log contains 49 bd. ft.; the total gross merchantable volume is approximately 2,349 MBF; and 95% recovery is expected.

CUTTING AREA: Approximately 255 acres must be partial harvested and approximately 4 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 a Right-of-Way and Road Use Agreement E-662E between Giustina Resources Limited Partnership and the United States, Right-of-Way and Road Use Agreement E-662 between Weyerhaeuser Company and the United States, or Right-of-Way and Road Use Agreement E-364C between Mount Scott Holding Company and the United States. In the renovation, maintenance, and use of private roads, in the use of tailholds and guybacks, and in the use of a yarding wedge the Purchaser shall enter into license agreements with Giustina Resources Limited

Partnership, Weyerhaeuser Company, and Mount Scott Holding Company. The license agreements shall be delivered to Giustina Resources Limited Partnership, Weyerhaeuser Company, and Mount Scott Holding Company for execution at least 15 days prior to any use of company roads, tailholds, guylines, or yarding wedge. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay road use fees of \$429.00 and rockwear fees of \$45.47 to Weyerhaeuser Company. The Purchaser shall pay road use fees of \$3,896.00 and rockwear fees of \$409.08 to Mount Scott Holding Company. The Purchaser shall pay the BLM a road maintenance fee of \$9,709.66 and a rockwear fee of \$8,915.15.

In addition to the quantities shown below, 500 cubic yards (truck measure) of maintenance rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

ROAD CONSTRUCTION:

Spurs 3C, 3D, 3E, 31A (por.), 33A, and 33B (por.); Road No. 20-2-3.8 (por.)

Length: 31.75 Stations

Class: SN-14

Special Requirements: Operations limited to periods of dry weather. Culvert replacement/installation on streams shall be done between June 1 and October 31 (both days inclusive).

ROAD RENOVATION:

Spurs 31A (por.) and 31B; Road Nos. 19-2-20.1, -29, -33, -33.1, -33.4, -34, 20-2-2, -3.2, -3.4, and -3.8 (por.)

Length: 457.71 Stations

Class: SN-14 / SN-16

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

ROAD IMPROVEMENT

Spur 33B (por.)

Length: 11.08 Stations

Class: SN-14

Special Requirements: Operations limited to periods of dry weather. Culvert replacement/installation on streams shall be done between June 1 and October 31 (both days inclusive).

Rock Source: Commercial - Creswell Vicinity
Estimated Quantities (CY truck measure)

<u>3/4" Minus</u>	<u>1-1/2" Minus</u>	<u>3" Minus</u>	<u>6" Minus</u>
480	660	4,396	2,055

CULVERTS:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	610'	17
24"	150'	4
30"	80'	2
36"	40'	1

Total Estimated Exhibit C (construction, renovation, and improvement)

Road Costs: \$274,691.08

ROAD DECOMMISSIONING:

Spur 31A and 20-2-3.8

Barriers: 2

Estimated Cost of Decommissioning: \$515.60

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 ground based logging to July, August, and September.

It is estimated that 473 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.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP.

OTHER SPECIAL REQUIREMENTS:

1. No felling, yarding, or loading is permitted in or through the Reserve Areas shown on Exhibit A.
2. Adjacent to Partial Harvest Area No. 1, an approximately 1-acre yarding wedge is necessary across Weyerhaeuser Company property to accommodate logging systems.
3. No harvest activities shall be conducted in the Partial Harvest Areas during sap flow from April 1 to June 15 of each year, unless otherwise approved by the Authorized Officer.
4. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
5. Approximately 26 trees marked with an orange "W" in the Partial Harvest Areas as shown on Exhibit A are reserved from cutting. All Wildlife Trees felled for safety and operational reasons shall remain on site.
6. Use of native surface roads shall be restricted to dry periods (typically July 1 to September 30).
7. The Purchaser shall have the option to rock Spurs 31A and 31B for wet weather haul. Costs for rocking and installation of additional drainage features will be at Purchaser's expense.
8. The Purchaser shall determine the location of Spur 3E. The final spur road location, landings, and clearing limits shall be identified with flagging and shall be approved by the Authorized Officer in writing before construction begins. The Purchaser agrees to accept a modification to the contract for the additional timber within the right-of-way.
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. The Purchaser shall pile logging slash at all landings and within 25 feet of Spurs 3C, 3D, 3E, 33A, 33B, and Road Nos. 19-2-33.1, -33.4, -34, 20-2-3.2, and -3.4.
11. 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 will be authorized.
12. The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
13. 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 lands.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$4,979.19 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.

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 Springfield Interagency 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 Partial Harvest Areas: From I-5 Exit 182 in Creswell, proceed east on Cloverdale Road for approximately 1.8 miles to Bear Creek Road. Proceed southeast on Bear Creek Road for approximately 1.7 miles to Road No. 19-2-20.1 (Bear Mountain Road.) Proceed south on Road No. 19-2-20.1 (Bear Mountain Road) for approximately 0.7 miles to the junction of Road No. 19-2-29.

To Partial Harvest Area No. 2: Proceed west on Road No. 19-2-29 for approximately 1.7 miles to the junction of Road No. 19-2-32. Proceed south on Road No. 19-2-32 for approximately 0.5 miles. Proceed west on foot for approximately 0.1 miles to the sale area.

To Partial Harvest Area No. 1: Return to the junction of Road Nos. 19-2-20.1 and 19-2-29 and proceed south on Road No. 19-2-20.1 for approximately 1.6 miles to the junction of Road No. 19-2-33. Proceed south on Road No. 19-2-33 for approximately 0.5 miles to the junction of Road No. 19-2-33.1. Proceed south on Road No. 19-2-33.1 for approximately 0.7 miles to the sale area.

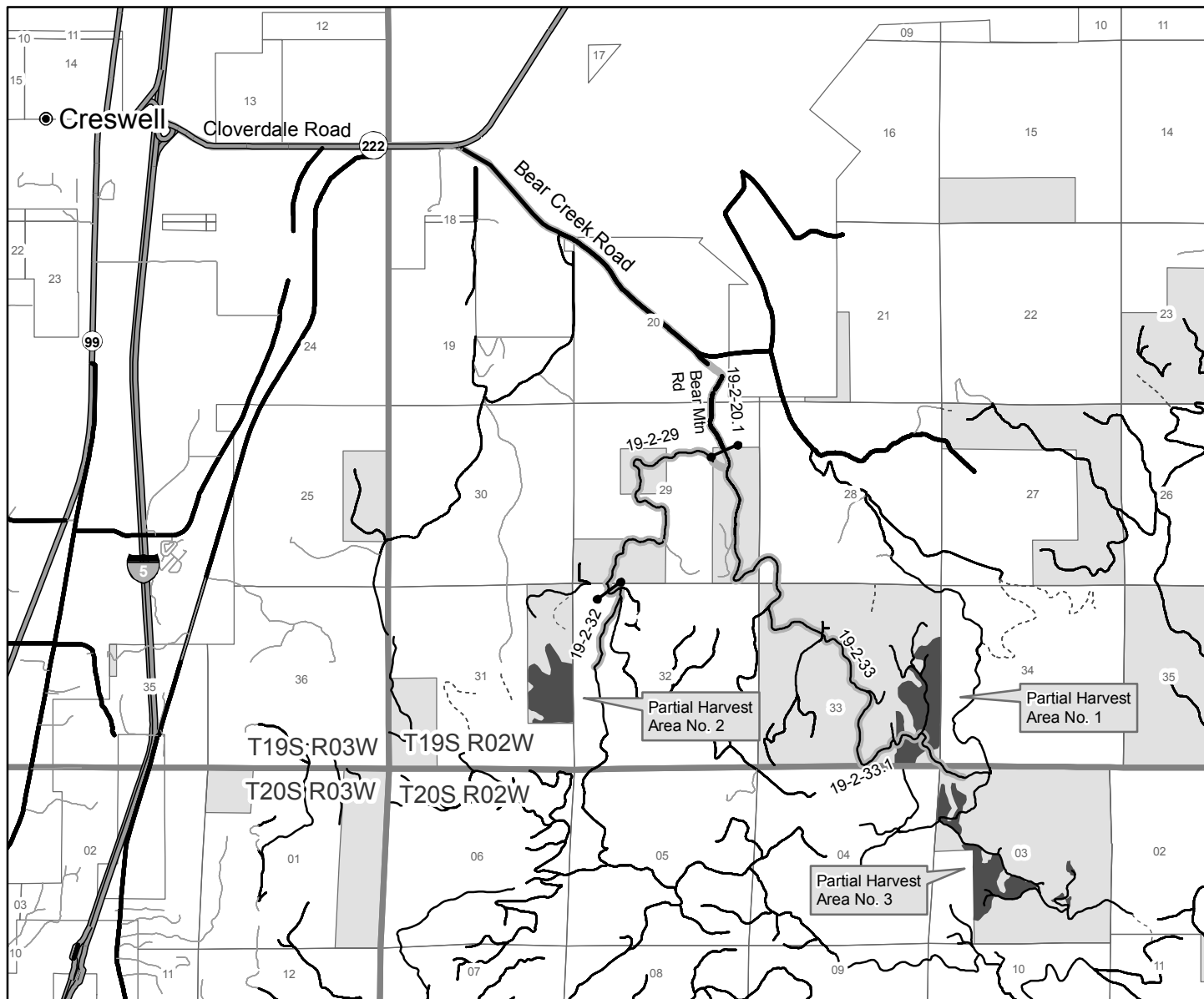
To Partial Harvest Area No. 3: Continue southeast on Road No. 19-2-33.1 for approximately 0.4 miles to the sale area.



Timber Sale Location Map

Sale Name: What's Bruin

T. 19 S., R. 2 W., SECs. 31, 33 T. 20 S., R. 2 W., SEC. 3, WILL. MER., NORTHWEST OREGON DISTRICT, SPRINGFIELD INTERAGENCY OFFICE



Harvest Unit — Travel Route — Gate

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

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To Partial Harvest Area No. 2:

Proceed west on Road No. 19-2-29 for approximately 1.7 miles to the junction of Road No. 19-2-32. Proceed south on 19-2-32 for approximately 0.5 miles. Proceed west on foot for approximately 0.1 miles to the sale area.

To Partial Harvest Area No. 1:

Return to the junction of Road Nos. 19-2-20.1 and 19-2-29 and proceed south on Road No. 19-2-20.1 for approximately 1.6 miles to the junction of Road No. 19-2-33. Proceed south on Road No. 19-2-33 for approximately 0.5 miles to the junction of Road No. 19-2-33.1. Proceed south on Road No. 19-2-33.1 for approximately 0.7 miles to the sale area.

To Partial Harvest Area No. 3:

Continue southeast on Road No. 19-2-33.1 for approximately 0.4 miles to the sale area.

0 0.5 1 Miles



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Portland, Oregon 97208-2965

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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1/30/2017

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
Road Construction, Improvement, Decommissioning, Use of native-surface roads, and Ground based yarding																								
<ul style="list-style-type: none"> October 1 – June 30 May vary due to weather conditions; soil moisture still overrides weather conditions 																								
Partial Harvest Area Activities (Sap flow)																								
<ul style="list-style-type: none"> April 1 – June 15 Sap flow restrictions may be conditionally waived at the discretion of BLM 																								
Stream Culvert Installation and Removal																								
<ul style="list-style-type: none"> November 1 – May 31, both days inclusive 																								

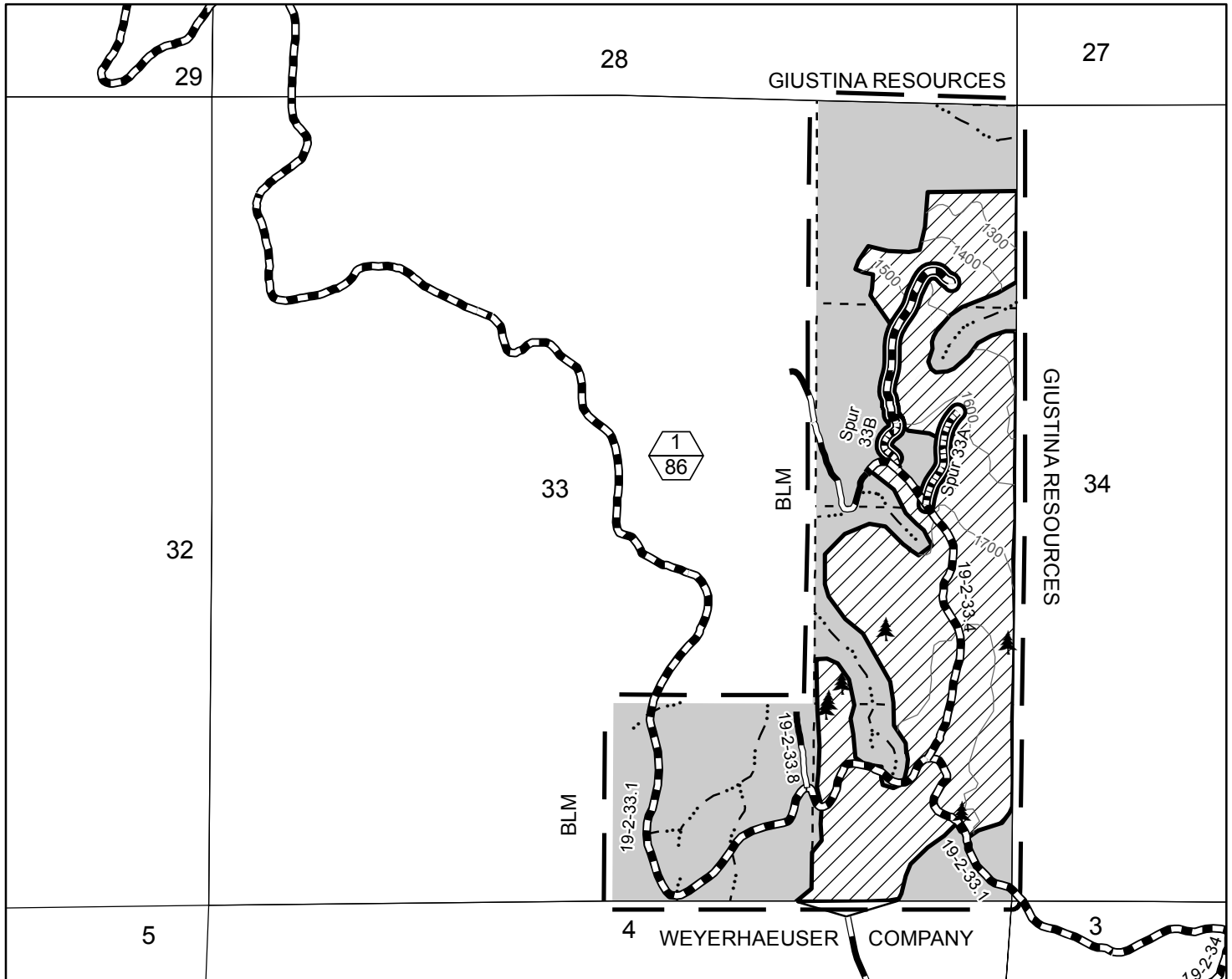
NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1200 - 2700 feet.



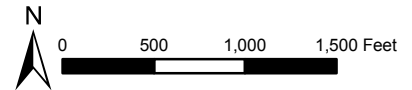
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A
Sheet 1 of 3

WHAT'S BRUIN TIMBER SALE CONTRACT NO. ORN05-TS17-501
T. 19 S., R. 2 W., SEC. 33, WILL. MER., NORTHWEST OREGON DISTRICT



- Partial Harvest Area - Cable
Yarding Wedge
Boundary of Cutting Area - Posted, Painted
Reserve Area
Contract Area
Right-of-Way (Clear Cut)
- Rocked Road
Construction - Rock
Renovation/Improvement
Stream
Unit Number (Top)/ Unit Acres (Bottom)
Approximate Area of Wildlife Trees



Total Partial Harvest Area	255
Total Right-of-Way (Clearcut)	4
Total Reserve Area	435.70
Total Contract Area	694.70 A.

Partial Harvest Area	86
Right-of-Way (Clearcut)	2
Reserve Area	112
Contract Area	200 A.

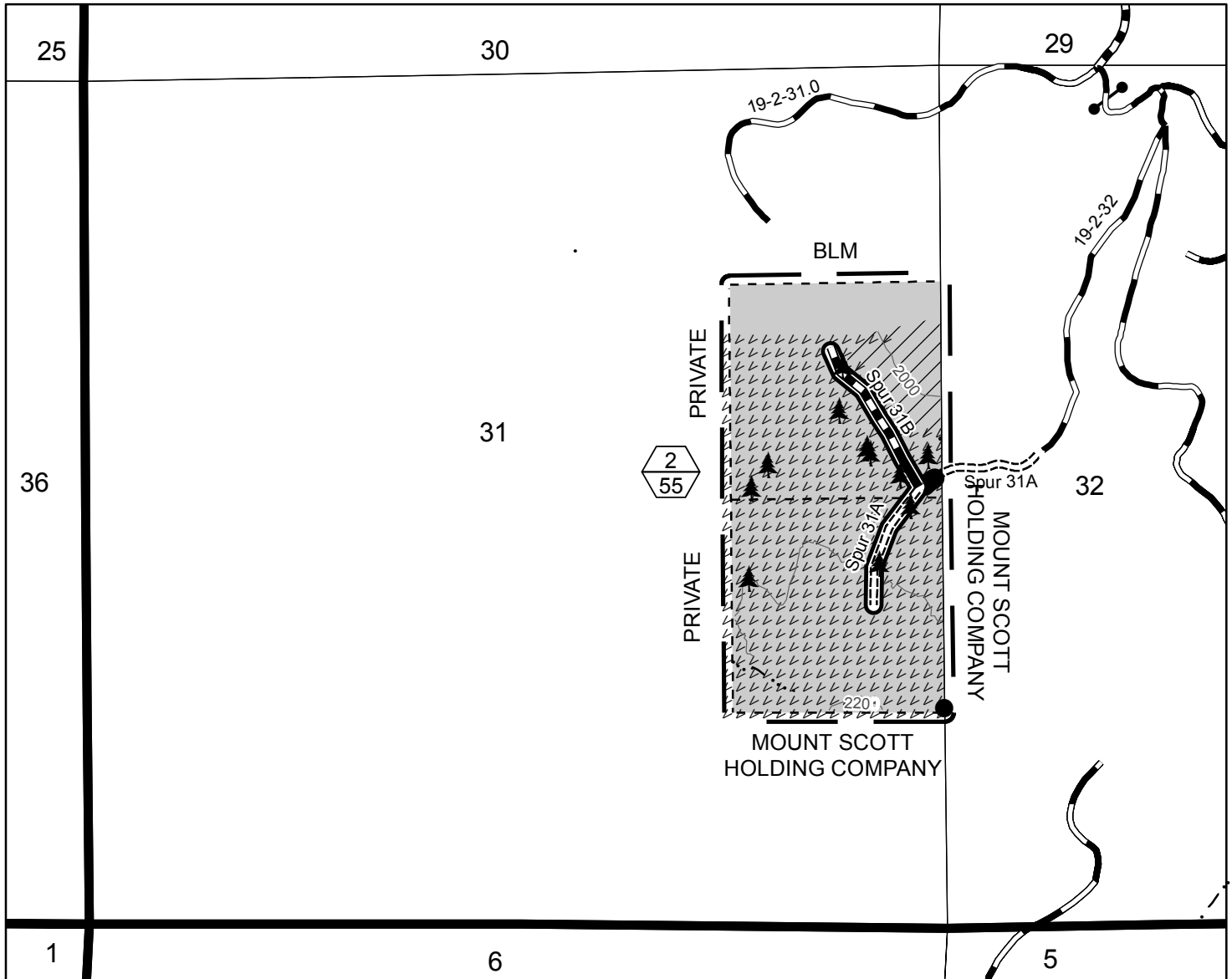
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A
Sheet 2 of 3

WHAT'S BRUIN TIMBER SALE CONTRACT NO. ORN05-TS17-501
T. 19 S., R. 2 W., SEC. 31, WILL. MER., NORTHWEST OREGON DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Ground-based
- Boundary of Cutting Area - Posted, Painted
- Reserve Area
- Contract Area
- Right-of-Way (Clearcut)
- Stream
- Rocked Road
- Construction - Optional Rock
- Renovation
- Approximate Area of Wildlife Tree
- Found Corner
- Gate



0 500 1,000 1,500 Feet

Partial Harvest Area	55
Right-of-Way (Clearcut)	1
Reserve Area	24
Contract Area	80A

1
100 Unit Number (Top)/
Unit Acres (Bottom)

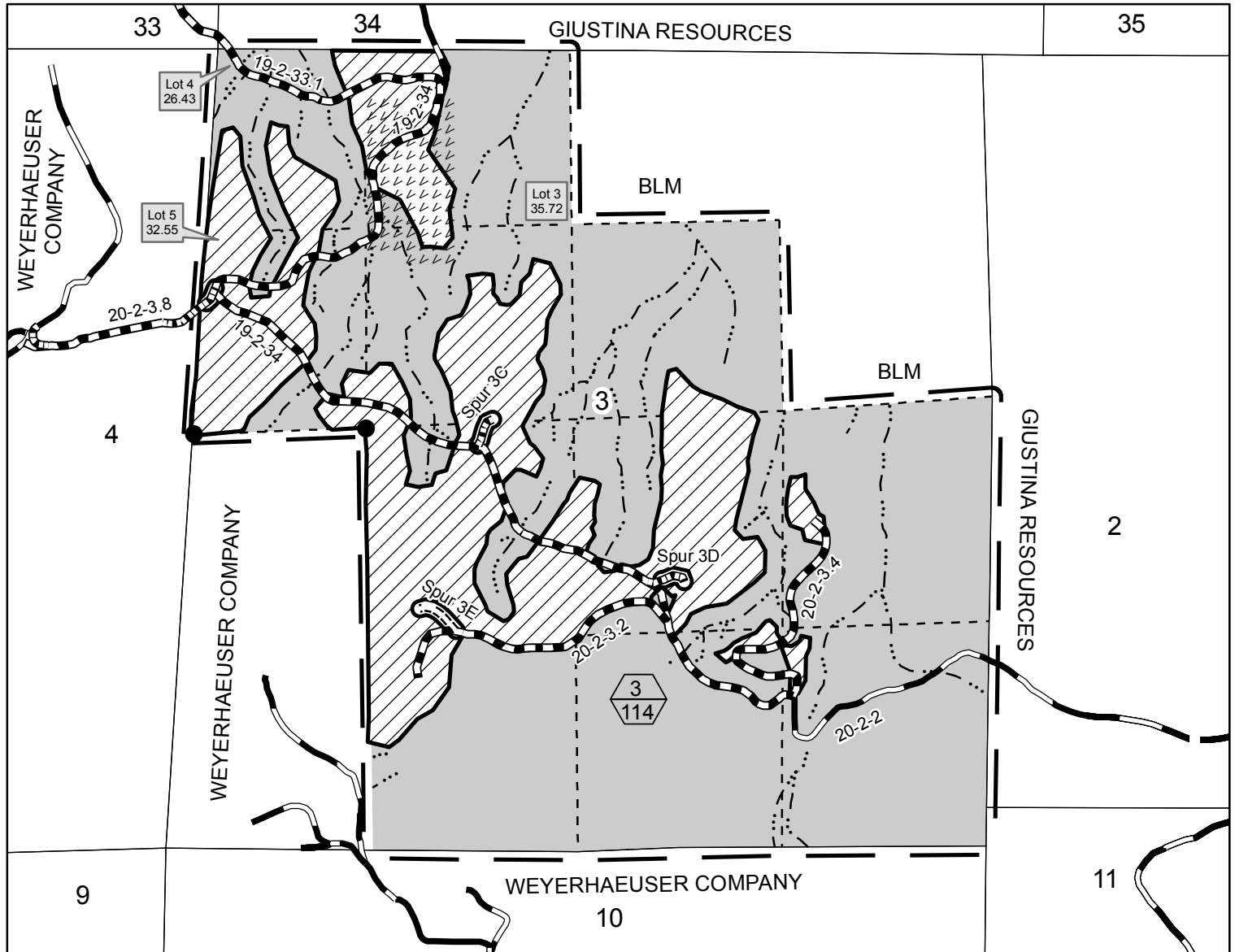
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A
Sheet 3 of 3

WHAT'S BRUIN TIMBER SALE CONTRACT NO. ORN05-TS17-501
T. 20 S., R. 2 W., SEC. 3, WILL. MER., NORTHWEST OREGON DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Ground-based
- Boundary of Cutting Area - Posted, Painted
- Reserve Area
- Contract Area
- Right-of-Way (Clearcut)
- Rocked Road
- Construction - Rock
- Renovation
- Optional Locate
- Stream
- Unit Number (Top)/ Unit Acres (Bottom)
- Found Corner



0 500 1,000 1,500 Feet

Partial Harvest Area	114
Right-of-Way (Clearcut)	1
Reserve Area	299.70
Contract Area	414.70A

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Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965

Contract No.

ORN05-TS17-0501

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B

LUMP SUM SALE

What's Bruin

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	2,227 MBF		
Western hemlock	1,589 MBF		
Grand fir	73 MBF		
Incense cedar	18 MBF		
Western redcedar	34 MBF		
TOTALS	3,941 MBF		

The apportionment of the total purchase price is as follows:

Partial Harvest Area No. 1 – 86 Acres (11.0 MBF/Acre)

Douglas-fir	722	MBF
Western hemlock	202	MBF
Grand fir	14	MBF
Western redcedar	8	MBF
	946	MBF

Partial Harvest Area No. 2 – 55 Acres (17.0 MBF/Acre)

Douglas-fir	454	MBF
Western hemlock	446	MBF
Grand fir	19	MBF
Incense cedar	6	MBF
Western redcedar	8	MBF
	<u>933</u>	MBF

Partial Harvest Area No. 3 – 114 Acres (17.0 MBF/Acre)

Douglas-fir	942	MBF
Western hemlock	924	MBF
Grand fir	40	MBF
Incense cedar	12	MBF
Western redcedar	18	MBF
	<u>1,936</u>	<u>MBF</u>

Contract No.

ORN05-TS17-0501

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B

LUMP SUM SALE

What's Bruin

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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. 1 – 2 Acres (29.0 MBF/Acre)

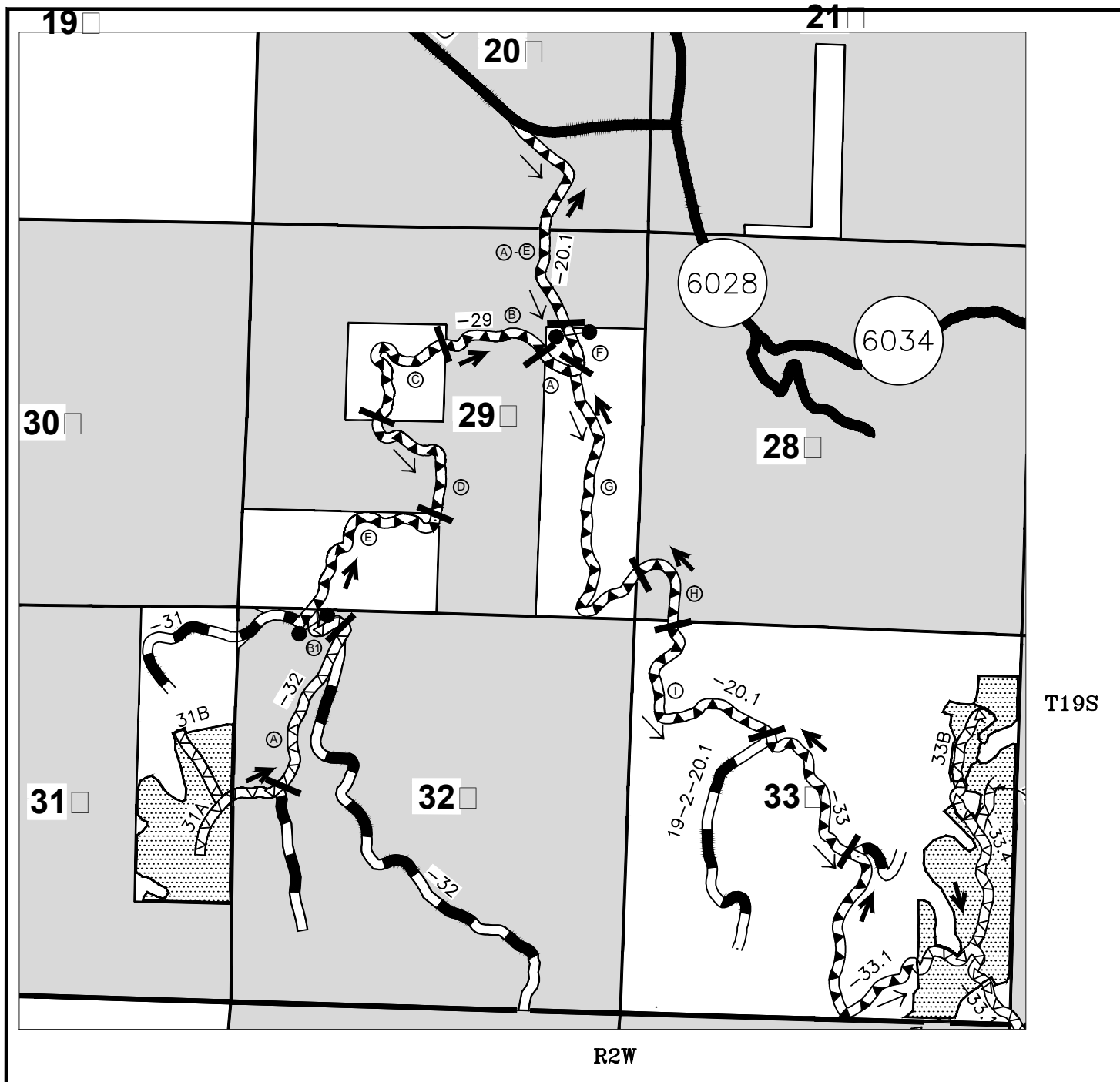
Douglas-fir	54	MBF
Western hemlock	4	MBF
	<hr/> 58	MBF

Right-of-Way Area No. 2 – 1 Acre (41.0 MBF/Acre)

Douglas-fir	41	MBF
	41	MBF

Right-of-Way Area No. 3 – 1 Acre (27.0 MBF/Acre)

Douglas-fir	14	MBF
Western hemlock	13	MBF
	27	MBF



SALE NAME: WHAT'S BRUIN
 CONTRACT NO.: ORN05-TS17-501

U.S. DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 NORTHWEST OREGON DISTRICT, UPPER WILLAMETTE F.O.,

LEGEND

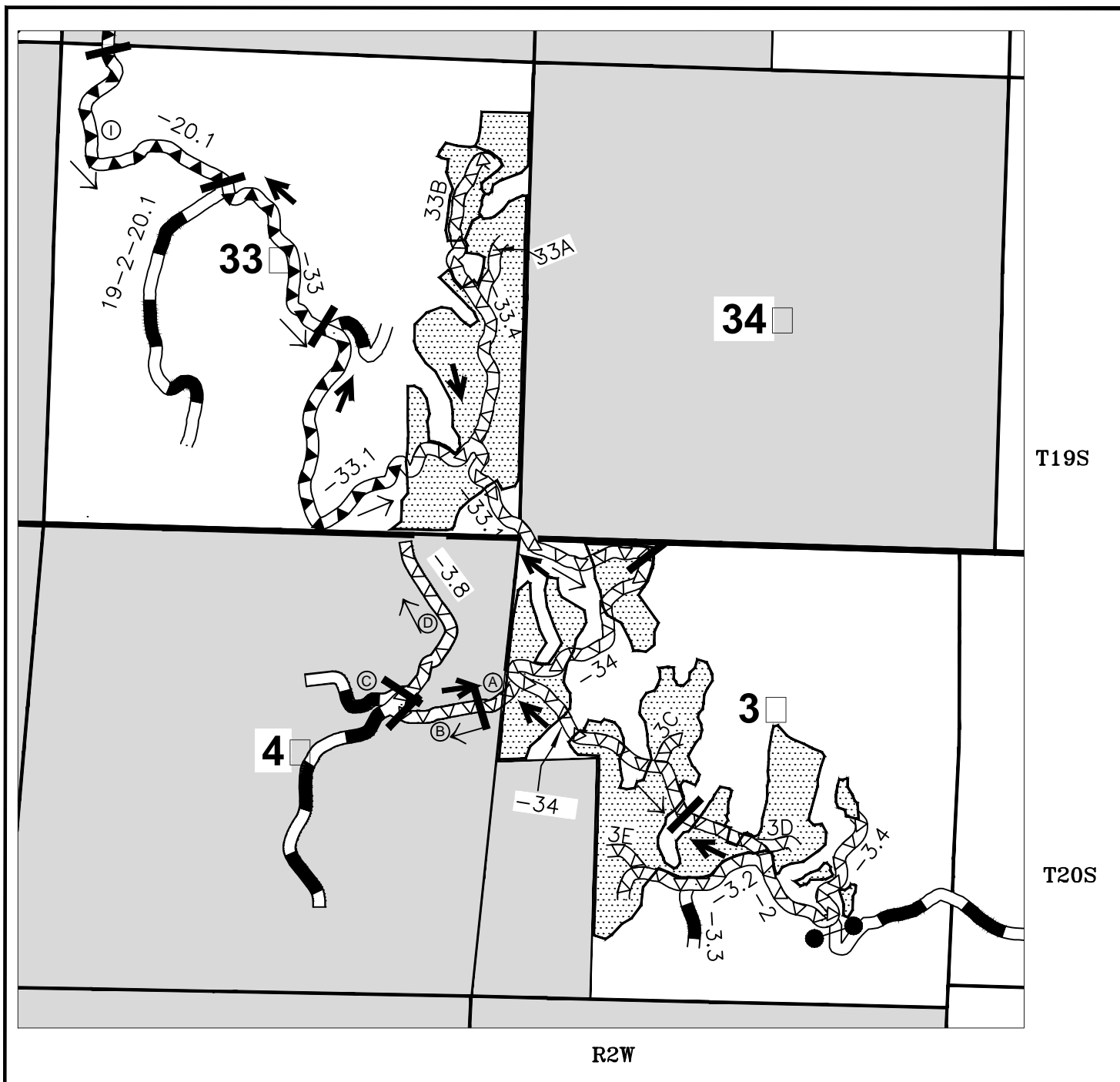
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|--|----------------------------|--|---------------|
| | BLM MAINTAINED ROADS | | |
| | PURCHASER MAINTAINED ROADS | | |
| | PAVED ROAD | | SEGMENT LABEL |
| | ROCKED ROAD | | HARVEST AREA |
| | TIMBER HAUL ROUTE | | BLM LAND |
| | MINERAL HAUL ROUTE | | PRIVATE LAND |
| | GATE | | |
| | SEGMENT BREAK | | |

EXHIBIT D ROAD MAINTENANCE MAP

T. 19 S., R. 2 W., Sections 20, 28, 29, 31, 32, & 33
 WILLAMETTE MERIDIAN, LAKE COUNTY, OREGON

DESIGNED BY: M.BUSS
 DRAWN BY: P.PISANI
 DATE: 11/2016

NO SCALE
 PAGE 5 OF 6



SALE NAME: WHAT'S BRUIN
 CONTRACT NO.: ORN05-TS17-501

U.S. DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 NORTHWEST OREGON DISTRICT, UPPER WILLAMETTE F.O.,

LEGEND

- | | | |
|--|----------------------------|---------------|
| | BLM MAINTAINED ROADS | |
| | PURCHASER MAINTAINED ROADS | |
| | PAVED ROAD | |
| | ROCKED ROAD | |
| | TIMBER HAUL ROUTE | SEGMENT LABEL |
| | MINERAL HAUL ROUTE | HARVEST AREA |
| | GATE | BLM LAND |
| | SEGMENT BREAK | PRIVATE LAND |

EXHIBIT D ROAD MAINTENANCE MAP

T. 19 S., R. 2 W., Sections 33 & 34
 T. 20 S., R. 2 W., Sections 3, 4
 WILLAMETTE MERIDIAN, LANE COUNTY, OREGON

DESIGNED BY: M.BUSS
 DRAWN BY: P.PISANI
 DATE: 11/2016

NO SCALE
 PAGE 6 OF 6

SPECIAL PROVISIONS FOR LOGGING RESIDUE REDUCTION

Upon completion of harvest on any individual unit, logging slash at all landings and slash located along designated roads, 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. Purchaser shall machine pile logging slash within 25 feet of the road surface of Spurs 3C, 3D, 3E, 33A, 33B, and Road Nos. 19-2-33.1, 19-2-33.4, 19-2-34, 20-2-3.2, and 20-2-3.4 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 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 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 or 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 four (4) mil polyethylene plastic. Each pile shall have 50 percent coverage up to a maximum of 200 square feet, covering the top of 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 piles must be accepted in writing by the Authorized Officer. Once accepted, 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 created by the Purchaser's operations on

Government lands, except for logging residue reduction, slash pullback operations listed above, and burning and mop-up assistance as required herein and measures required in Section 42. 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, at the Purchaser's expense, 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, under supervision of the Authorized Officer or his designated representative, assist in ignition and mop-up of units by furnishing, at his own expense, the services of personnel and equipment 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.
 - (g) Radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
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 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.

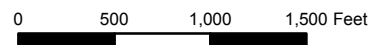
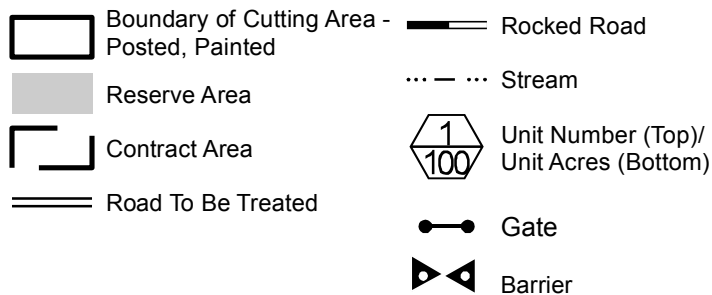
19. The Purchaser may be required to burn slash on a 12 hour notice, 10 days after the initial notice is received. Burning may need to be accomplished at night or on Saturday, Sunday, or holidays. Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the 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.

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 3 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. Minimize damage to residual tree roots. The Purchaser shall decompact the entire trail prism. Slash and debris shall be pulled on top of the decompact 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, slash, and/or earthen barricades 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.

Road	Surface	(aa) Decompact and Place Log Slash	(bb) Drainage	(cc) Block	(dd) Culvert Stations
Skid Trails	Native	X	X	X	
Spur 31A	If Native		X	X	
	If Rock			X	
Spur 31B	If Native		X		X
	If Rock				
20-2-3.8	Rock			X*	

*Pull X-drain at station 0+80 and construct earthen barricade at removal. Earthen barricade will be constructed per Exhibit J. Culvert shall be removed and disposed of in a lawful manner off of BLM land.



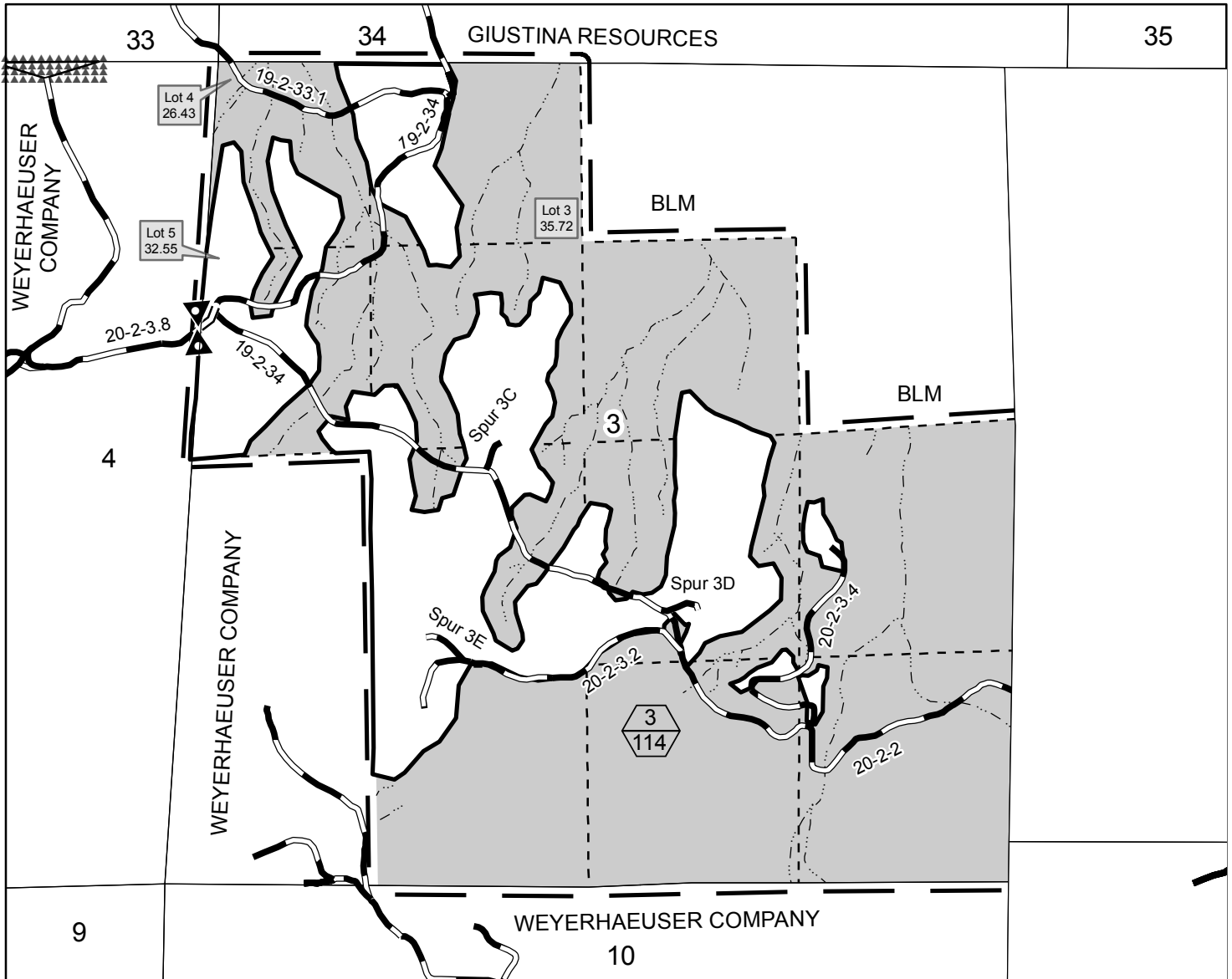
2/1/2017



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT G
Sheet 3 of 3

WHATS BRUIN TIMBER SALE CONTRACT NO. ORN05-TS17-501
T. 20 S., R. 2 W., SEC. 3, WILL. MER., NORTHWEST OREGON DISTRICT



ROAD
DECOMMISSIONING

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

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 Partial 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 Partial Harvest Areas as shown on Exhibit A.
- (c) Approximately 26 trees marked with orange paint above and below breast height and an orange "W" in the Approximate Area of Wildlife Tree in the Partial 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 as close to where felled as safely possible.
- (d) All existing snags, rootwads, and decay class 3-5 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.
- (e) In the Partial 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 Partial 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. All trees felled for operations within the Reserve Area shall remain on site, unless otherwise approved by the Authorized Officer. Where necessary for safety or operational reasons, felled 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 Partial Harvest Area-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.
- (9) Before clearing any skyline road necessary for yarding in the Partial 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 snags, Wildlife Trees, down wood, and existing rootwads where feasible.
- (10) 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.
- (11) In the Partial 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.
- (12) In the Partial 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 trees, and depositing 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.
- (13) Before felling and yarding any timber in the Partial Harvest Areas-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 75 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, Wildlife Trees, down wood, and existing rootwads where feasible.

- (14) Before cutting and removing any reserve trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 42(a)(13) and skyline yarding roads in accordance with Section 42(a)(9), and tailhold, tieback, guylines, 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, guylines, 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 Section 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 Partial 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.

- (15) 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 Partial 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 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 Wildlife 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.

- (16) 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 3C, 3D, 3E, 31A (por), 33A, and 33B (por) and Road No. 20-2-3.8 (por); renovate Spurs 31A (por) and 31B, Road Nos. 19-2-20.1, 19-2-29, 19-2-33, 19-2-33.1, 19-2-33.4, 19-2-34, 20-2-2, 20-2-3.2, 20-2-3.4, 20-2-3.8 (por); and improve Spur 33B (por) in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 38 sheets.
- (2) Prior to removal and hauling 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 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 June 1 and October 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 have the option to rock Spurs 31A and 31B. Any additional cost for rocking these roads will be at the Purchaser's expense and shall conform to specifications shown in Exhibit C.
- (5) The Purchaser shall determine the location of Spur 3E. The final spur road location, landings, and clearing limits shall be identified with flagging and shall be approved by the Authorized Officer in writing before construction will be allowed. The Purchaser shall notify the Authorized Officer 14 working days prior to construction for approval of road locations. The road shall be rocked in accordance with Exhibit C. Length of construction of Spur 3E shall not exceed 300 feet.
- (6) The Purchaser shall furnish and place 500 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.
- (7) BLM 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, 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 pay the required maintenance and/or rockwear obligations described in Section 42(b)(10) and Section 42(b)(11). The Purchaser shall pay current Bureau of Land Management maintenance and/or rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
19-2-20.1 Segs. F-I	1.73	BLM	Rock
19-2-29 Segs. A-E	1.69	BLM	Rock
19-2-33	0.50	BLM	Rock
19-2-33.1 por.	0.66	BLM	Rock

- (8) 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, Mount Scott Holding Company, and/or Weyerhaeuser Company, 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)(9), Section 42(b)(12), and 42(b)(13) and pay the required rockwear obligation described in Section 42(b)(11). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
Spur 3C	0.03	BLM	Rock
Spur 3D	0.05	BLM	Rock
Spur 3E	0.05	BLM	Rock
Spur 31A	0.25	BLM	Native
Spur 31B	0.14	BLM	Native
Spur 33A	0.12	BLM	Rock
Spur 33B	0.31	BLM	Rock
19-2-20 Seg. B1	0.20	MSH	Rock
19-2-32 Seg. A	0.50	MSH	Rock
19-2-33.1 Por.	0.84	BLM	Rock
19-2-33.4	0.42	BLM	Rock
19-2-34 Seg. B	0.83	BLM	Rock
20-2-2 Seg. D	0.59	BLM	Rock
20-2-3.2	0.33	BLM	Rock
20-2-3.4	0.33	BLM	Rock
20-2-3.8 Seg. A & C	0.12	BLM	Rock
20-2-3.8 Seg. B & D	0.53	WY	Rock

*MSH= Mount Scott Holding Company

*WY=Weyerhaeuser Company

- (9) Except for the road maintenance in accordance with Section 42(b)(7), 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.
- (10) The Purchaser shall pay to the Government a road maintenance obligation in the amount of Nine Thousand Seven Hundred Nine and 66/100 dollars (\$9,709.66) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(7).

The above road maintenance amount is for the use of 4.58 miles of road. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) payable in the same manner as and together with the payments required in Section 3 of this contract.

- (11) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Eight Thousand Nine Hundred Fifteen and 15/100 dollars (\$8,915.15) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(7) and Section 42(b)(8). 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.
- (12) In the construction of Road No. 20-2-3.8 Segs. A and C, renovation, use, and maintenance of Road No. 20-2-3.8 Segs. B and D, and the construction and use of the Yarding Wedge at the end of Road No. 20-2-3.8, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-662 between the United States of America and Weyerhaeuser Company. Prior to the use of said road, 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, Springfield Interagency 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 Weyerhaeuser Company. The license agreement, bond and insurance certificate shall be delivered to Weyerhaeuser Company 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 Four Hundred Twenty-Nine and 00/100 dollars (\$429.00) prior to hauling.
 - (ee) Pay a lump sum rockwear fee of Forty-Five and 47/100 dollars (\$45.47) prior to log hauling.
 - (ff) Pay maintenance fees monthly, for volume hauled the previous month, at the rate per MBF equal to the appropriate BLM fee current at the time of hauling. Such payments to be accompanied by a report of volume hauled as a proration of the volume set forth in Exhibit B of this contract. Total maintenance and rockwear fees payable shall be the product of the applicable rates and the estimated volume set forth in said Exhibit B and additional volume as sold by contract modification.

- (gg) The Purchaser shall maintain Road No. 20-2-3.8 Segs. B and D in accordance with Section 42(b)(8).
- (hh) The Purchaser shall fall, buck, and deck right-of-way logs required for the construction of Road No. 20-2-3.8, and Yarding Wedge at the terminus of Road No. 20-2-3.8, according to Weyerhaeuser Company license agreement specifications.
- (13) In the construction of Spur 31A, and use and maintenance of Road Nos. 19-2-20 Seg. B1 and 19-2-32 Seg. A, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-364C between the United States of America and Mount Scott Holding Company. Prior to the use of said road, 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, Springfield Interagency 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 Mount Scott Holding Company. The license agreement, bond, and insurance certificate shall be delivered to Mount Scott Holding Company 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 Three Thousand Eight Hundred Ninety-Six and 00/100 dollars (\$3,896.00) prior to hauling
 - (ee) Pay a lump sum rockwear fee of Four Hundred Nine and 08/100 dollars (\$409.08) prior to log hauling.
 - (ff) 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.
 - (gg) The Purchaser shall maintain Road Nos. 19-2-20 Seg. B1 and 19-2-32 Seg. A in accordance with Section 42(b)(8).
- (14) In the use of tailholds/guylines, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement E-662E between the United States of America and Giustina Resources Limited Partnership.
- (aa) Prior to the use of tailholds/guylines, the Purchaser shall execute a Short Form Tramway Agreement with Giustina Resources Limited Partnership. The Short Form Tramway Agreement shall be delivered to Giustina Resources Limited Partnership 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 One Million and 00/100 dollars (\$1,000,000.00) each.
- (15) 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 3 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, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), 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, or management direction 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, or management direction 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 modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction 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, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event the contract is modified or 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 residue 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, and pile burn, in accordance with Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 3 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 Four Thousand Nine Hundred and Seventy-nine and 19/100 dollars (\$4,979.19).
 - (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 redcedar 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.

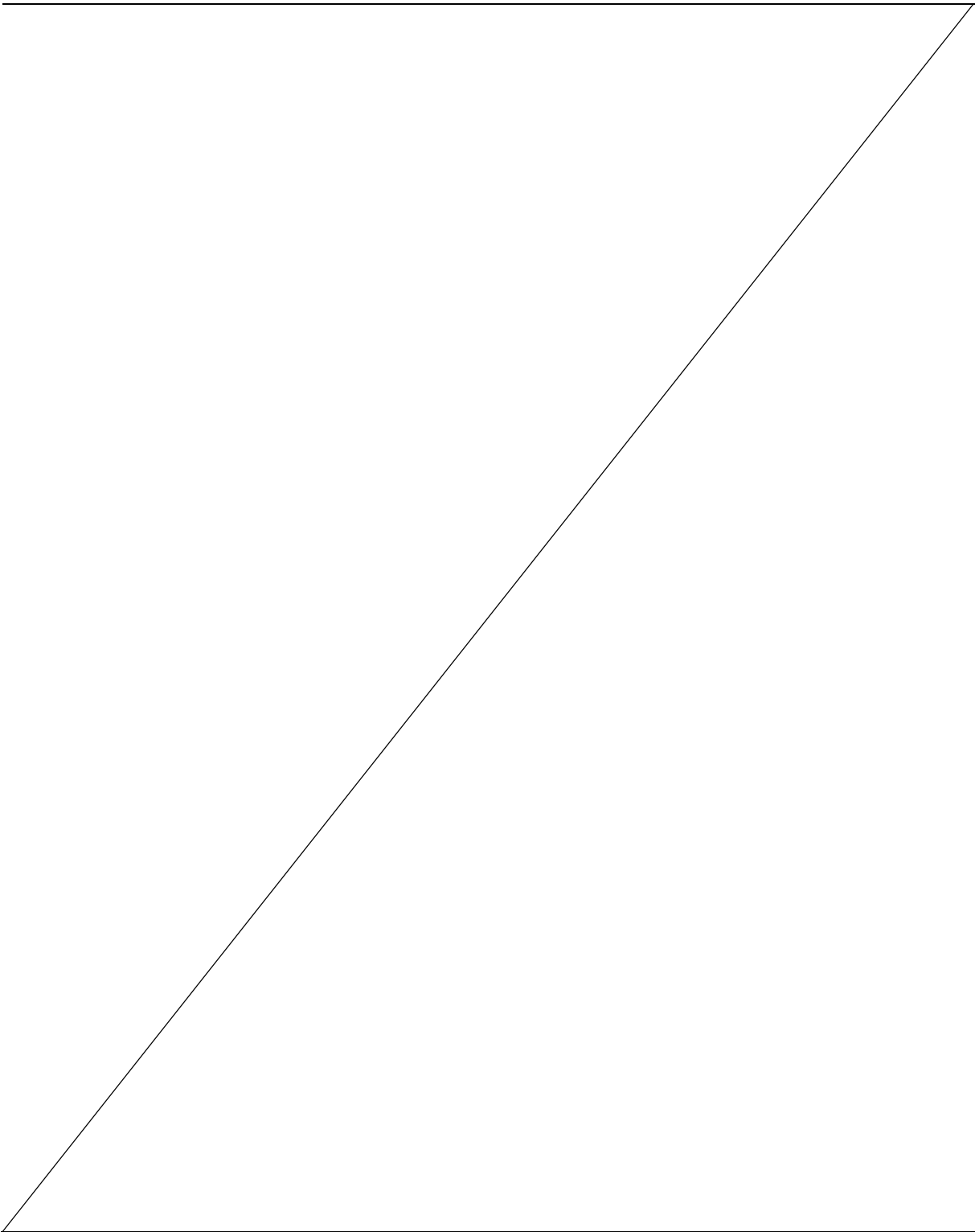
Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) that shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year 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.



Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	19S	2W	31	SE1/4NE1/4, NE1/4SE1/4	Willamette
O&C	Lane	19S	2W	33	E1/2NE1/4, NE1/4SE1/4, S1/2SE1/4	Willamette
O&C	Lane	20S	2W	3	Lots 3,4,5, SW1/4NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	2,227.0	2,349.0	2,351.0	47,739	71	10,849
Western Hemlock	1,589.0	1,721.0	1,748.0	41,954	223	10,429
Grandfir	73.0	77.0	77.0	1,860	0	763
Western Redcedar	34.0	37.0	43.0	1,430	40	960
Incense-cedar	18.0	20.0	20.0	367	0	108
Totals	3,941.0	4,204.0	4,239.0	93,350	334	23,109

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	255.0	4.0	259.0	15.2

Logging Costs

Stump to Truck	\$703,368.73
Transportation	\$131,940.00
Road Construction	\$274,691.08
Maintenance/Rockwear	\$38,745.28
Road Use	\$4,325.00
Other Allowances	\$16,339.20
Total:	\$1,169,409.29
Total Logging Cost per MBF:	\$296.73

Utilization Centers

Location	Distance	% of Net Volume
Eugene/Springfield	20.0 miles	100 %

Profit & Risk

Basic Profit & Risk	8 %
Additional Risk	1 %
Total Profit & Risk	9 %

Tract Features

Quadratic Mean DBH	13.1 in
Average GM Log	45 bf
Average Volume per Acre	15.2 mbf
Recovery	93 %
<u>Net MBF volume:</u>	
Green	3,941.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	26 %
Average Yarding Slope	20 %
Average Yarding Distance	200 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	74 %
Average Yarding Slope	50 %
Average Yarding Distance	500 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	August 2016
Cruised By	K. Cranmer, B. Dotson
Cruise Method	
VP, 3P, 100%	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	10,849	2,227.0	\$596.50	\$53.68	\$296.73	\$0.00	\$246.10	\$548,064.70
Western Hemlock	10,429	1,589.0	\$452.48	\$40.72	\$296.73	\$0.00	\$115.00	\$182,735.00
Grandfir	763	73.0	\$448.65	\$40.38	\$296.73	\$0.00	\$111.50	\$8,139.50
Western Redcedar	960	34.0	\$911.80	\$82.06	\$296.73	\$0.00	\$533.00	\$18,122.00
Incense-cedar	108	18.0	\$458.32	\$41.25	\$296.73	\$0.00	\$120.30	\$2,165.40
Totals	23,109	3,941.0						\$759,226.60

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				40.0 %	53.0 %	7.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				22.0 %	67.0 %	11.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				46.0 %	37.0 %	17.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill			Camp Run
Western Redcedar			100.0 %				

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Incense-cedar			100.0 %				