

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Northwest Oregon District Office  
1717 Fabry Road, S.E.  
Salem, Oregon 97306

ORN01-TS-2020.0102  
Cemetery Road Timber Sale

Date: July 22, 2020

PROSPECTUS

THIS IS A PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE NORTHWEST OREGON DISTRICT OFFICE.

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for sealed bid, pursuant to Instructions to Bidders, as stated on Form No. 5440-9. **Sealed bids will be received by the District Manager, or his representative, by appointment only at the Northwest Oregon District Office, 1717 Fabry Road, S.E., Salem, Oregon until 4:00 p.m., Tuesday, August 25, 2020. Please call 971/304-4894 to make an appointment. Appointments are available from 8am - 4pm, M-F.** Sealed bids will be opened at 9:00 a.m. on Wednesday, August 26, 2020. Due to pandemic restrictions the opening will be limited to BLM employees. All bidders will be notified via phone call after all bids have been opened and a high bidder declared.

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 sealed bidding.

TO QUALIFY FOR PARTICIPATION in a sealed bid sale, the bidder must submit a bid in a sealed envelope for each tract offered that includes:

1. **Two copies of the bid written on Form 5440-9, Deposit and Bid For Timber/Vegetative Resources. No bid for less than the advertised appraised price on a unit basis per species and total price can be considered.**
2. **The required minimum bid deposit specified in the timber sale notice for the tract.**
3. **A properly executed Independent Price Determination Certificate, Form 5430-11. A certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.**
4. **A completed Form 5450-17, Export Determination.**
5. **The sealed envelope must be clearly marked that it is a "Bid for Timber" together with the sale name and number, the legal description time and date of sale and a contact name and phone number of the bidder.**

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 Molalla Pioneer on or about July 29, 2020. 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(s) to ensure accurate knowledge of the exact publication date.

AN ENVIRONMENTAL ASSESSMENT was prepared for each timber sale tract, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for each timber sale tract at the Northwest Oregon District Office.

THE VOLUMES LISTED herein are estimates only. The sale volumes listed are 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 advertised appraised price. The Purchaser shall be liable for the total purchase price, without regard to the amount bid per unit, even though the quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

THIS TIMBER SALE has been cruised based upon Eastside Scribner board foot measure. The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

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. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to SBA for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with SBA and may be contingent on availability of funds. Applicants for such loans shall notify BLM of their intention to apply for a loan.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (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.

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 5420, 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.

CONTRACT TERMINATION: 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.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. The prospectus for this/these sale(s) is also available online at: <https://www.blm.gov/programs/natural-resources/forests-and-woodlands/timber-sales>. The 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 Office at 503-375-5646.

Attachments:  
Form 5450-17  
Form 5430-11  
Form 5440-9

## TIMBER SALE NOTICE

NORTHWEST OREGON DISTRICT  
CASCADES FIELD OFFICE  
SALEM DISTRICT MASTER UNIT

SALE DATE: August 26, 2020

CONTRACT NO. ORN01-TS-2020.0102, CEMETERY ROAD TIMBER SALE  
MARION AND CLACKAMAS COUNTY, OREGON: O&C: **SEALED BID:**  
BID DEPOSIT REQUIRED: \$276,300.00

All timber designated for cutting on: NE1/4NW1/4,S1/2NW1/4, Section 13, T 6 S., R. 1 E.;  
NW1/4SE1/4,SE1/4NW1/4, Section 25, T. 6 S., R. 1 E.; S1/2NE1/4,E1/2S/W1/4, Section 9, T. 7S., R. 2 E.,  
and NW1/4SW1/4, Section 15, T. 7S., R. 2 E., W.M.

**THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE.**

Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
19,924	7,347	Douglas-fir	8,644	\$311.90	\$2,696,063.60
508	294	grand fir	353	\$161.90	\$57,150.70
2,013	77	big leaf maple	123	\$26.00	\$3,198.00
63	26	western hemlock	33	\$144.60	\$4,771.80
278	7	red alder	8	\$191.60	\$1,532.80
<b>22,786</b>	<b>7,751</b>		<b>9,161</b>		<b>\$2,762,716.90</b>

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber.

CRUISE INFORMATION: The timber volumes for the Harvest Areas were based on a variable plot cruise for estimating the board foot volume of trees. Plots in the Regeneration Harvest Area units were measured using a 40 basal factor, plots in the Partial Harvest Area units were measured using a 20 basal area factor. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 17.7 inches DBHOB; the average log contains 84 bd. ft.; the total gross volume is approximately 9,798 MBF; and 94% recovery is expected.

CUTTING AREA: 169 acres of Regeneration Harvest Area, 26 acres of Partial Harvest Area and 6 acres of Right Of Way. Acres shown on Exhibit A have been computed using a Trimble Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber.

LOCATION: For access to the sale area please refer to the Timber Sale Vicinity Map and Exhibit D.

## ACCESS AND ROAD MAINTENANCE:

Gate keys are required for access. Prospective bidders may obtain a 4C17 key from the Northwest Oregon District Office, please contact Jay Bernards at (503) 375-5671 to check out a key. A credit card is required at the time of checking out a key. A \$50.00 charge will apply if key is not returned.

Roads covered by Right-of-Way and Road Use Agreement S-975 between Weyerhaeuser Company and the United States, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement will be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

Roads covered by Right-of-Way and Road Use Agreement S-1270 between Robert and John Gedlich and the United States, the Purchaser shall enter into a license agreement with Robert and John Gedlich. The license agreement will be delivered to Robert and John Gedlich for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

Roads covered by Right-of-Way and Road Use Agreement S-1271 between Gluth Timber Company, LLC and the United States, the Purchaser shall enter into a license agreement with Gluth Timber Company, LLC. The license agreement will be delivered to Gluth Timber Company, LLC for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

Roads covered by Right-of-Way and Road Use Agreement S-591 between Terry Caster and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

Roads covered by Access Road Easement S-71 between Howard and Marie Swartout and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

Roads covered by Access Road Easement S-730 between Edna Gluth and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

Roads covered by Access Road Easement S-1272 between Kasshawna Knoll and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

Roads covered by Access Road Easement S-731 between Patricia O'Leary and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

Roads covered by Access Road Easement S-767 between Douglas Schmitz and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

Roads covered by Access Road Easement S-768 between Arlene and Richard Harris and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

Roads covered by Access Road Easement S-769 between Joe and Alice Graetzer and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.



**ROAD MAINTENANCE:** The Purchaser will be required to maintain all haul roads as shown on Exhibit D Road Use and Maintenance map(s). Purchaser maintenance shall include frequent blading and shaping of road surface, surface rock replacement, ditch, culvert, and catch basin cleaning, removal of minor slides, blow-down trees and other debris. Roads shall be left in a condition to withstand adverse weather at the end of each seasonal operation. Purchaser shall also be responsible for performing post storm inspections and maintenance during the winter season for all Purchaser maintained roads.

**ROAD CONSTRUCTION:** Estimates include the following: construct 1.85 miles of 16-foot subgrade and renovate 0.63 miles of 16-foot subgrade. Nine (9) new culverts on existing roads will be installed. Four (4) culverts on new construction spur roads will be installed. All earth moving equipment to be washed prior to entry onto BLM lands. All natural surface roads, except roads located in Unit 1, may be rocked at the Purchasers expense.

**SPECIAL ATTENTION ITEMS:**

Sec. 41.a-d. Reserved Timber  
 Sec. 42.f-j. Seasonal Restrictions  
 Sec. 42.bb. Topping and Girdling

## Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Skidding operations (42.g.).												
No road construction, decommissioning, stabilizing or hauling on natural surface roads (42.h.).												
No in-stream work (42.i.).												
No operations in Units 2 and 3 due to the Great Grey Owl nesting and breeding (42. i.).												
	<b>Operations Restricted</b>											
	<b>No Restrictions</b>											

RESERVED

Sec. 41. Timber Reserved from Cutting

- a. All timber in the Reserve Area shown on Exhibit A and all orange painted trees which are on or mark the boundaries of the Reserve Area.
- b. All timber marked with orange paint above and below stump height in the Harvest Areas shown on Exhibit A.
- c. All oak trees in Unit 1 of the Regeneration Harvest Area shown on Exhibit A.
- c. All timber inside the area posted as "Leave Island" as shown on Exhibit A.
- d. All existing snags and down logs which do not present a safety hazard as determined by the Authorized Officer. Snags felled for safety reasons shall be retained on site.

Sec. 42. Special Provisions

LOGGING

- a. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- b. 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 ensure protection of the environment and watershed. A pre-work conference between the Purchasers authorized representative and the Authorized Officer 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 developed by this provision.
- c. At harvest unit landings, all logs, including hardwoods, more than eight (8) inches in diameter at the large end and exceeding 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.
- d. In all Harvest Areas – All yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and operated entirely on designated skid roads and/or skyline corridors. Before felling and yarding any timber, except road right-of-way timber, the Purchaser shall locate designated skid trails and/or skyline corridors as follows:
  1. Identify the location of designated skid roads and/or skyline corridors in a method approved by the Authorized Officer.

2. Space designated skid roads and/or skyline corridors at a minimum of one-hundred and fifty (150) feet apart unless otherwise approved by the Authorized Officer.

3. Limit width of skid roads and/or skyline corridors to twelve (12) feet.

4. Ground-based operations are limited to slopes of thirty-five (35) percent or less. Ground-based operations may be approved on slopes up to fifty (50) percent when using specialized equipment, operating on previously constructed skid trails, or accessing isolated areas over steep pitches.

e. Before cutting and removing any trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of skid trail, skyline corridors; tailhold, tieback, guyline, lift, intermediate support, and the clearing limits of landings on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan required in Sec. 42.b. 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:

1. All skid trails and/or skyline corridors 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 skyline corridor shall be limited to twelve (12) feet.

2. The Purchaser may immediately cut and remove additional timber to clear skid trails, skyline corridors; and provide tail hold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a non-reserve color of 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 Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d) of the contract.

3. 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 Sec. 9 of the contract; or, the Authorized Officer determines that the trees otherwise reserved in Sec. 41 of the contract or any tree that exceeds twenty-eight (28) 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.

4. 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 Sec. 10 of the contract constitutes a violation of the contract and under Sec. 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

5. 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 Sec. 8 or Sec. 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.

f. Excessive damage to the Reserve timber, as determined by the Authorized Officer, will result in suspension of operation until mitigation measures are in place to prevent further damage as directed by the Authorized Office.

g. No skidding between December 1<sup>st</sup> of one calendar year and March 31<sup>st</sup> of the following calendar year both days inclusive or during other periods of wet weather. This may be shortened or extended as determined by the Authorized Officer.

h. No road construction, road stabilizing, decommissioning or hauling on natural surface roads shall be conducted between December 1<sup>st</sup> of one calendar year and April 30<sup>th</sup> of the following calendar year both days inclusive. This may be shortened or extended as determined by Authorized Officer.

i. No in-stream work shall be conducted between September 1<sup>st</sup> of one calendar year and July 14<sup>th</sup> of the following calendar year both days inclusive to protect water quality.

j. No operations within Unit 2 and 3 due to Great Gray Owl nesting and breeding from March 1<sup>st</sup> of one calendar year and July 15<sup>th</sup> of the following calendar year both days inclusive, unless waived by the Authorized Officer.

### SAFETY

k. 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. Flaggers 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.

#### ROAD CONSTRUCTION, RENOVATION, MAINTENANCE, AND USE

l. The Purchaser shall construct, renovate, and maintain roads in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. All natural surface roads, except roads located in Unit 1, may be rocked at the Purchasers expense with prior approval of the Authorized Officer. Any required construction, renovation, or maintenance of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.

m. The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof. The Purchaser shall be permitted to remove ice or snow from roads authorized for use under this contract subject to the following terms and conditions:

- (1) Notification to BLM must be provided twenty-four (24) hours in advance of ice and snow removal operations.
- (2) Snowplowing shall be performed by utilizing a motor patrol grader or similar machine as approved by the Authorized Officer. Grader blades shall be equipped with shoes, runners, or other device to keep the grader blade a minimum of two inches (2") above the road surface. Any damage to the road or displacement of surfacing material will be the responsibility of the Purchaser to repair and/or replace at their expense.
- (3) Snow shall be plowed to the outside shoulder of the road and not into the ditchline. Snow berms created on the shoulder of the road must be swept off

the road surface or day-lighted to allow surface water to drain off. Ditches and culverts shall be left functional upon completion of operations.

- (4) Existing turnouts along road must be cleared of snow to allow for safe vehicle passage.
- (5) No chemical and/or salt-based de-icer is allowed for use. Sand or ¾" minus or smaller crushed rock may be applied to the road surface for additional traction on iced sections. Traction rock shall be uniformly distributed and no greater than 1" depth. Purchaser shall clear road surface of traction rock as directed by the Authorized Officer. Any traction rock used will be at the Purchaser's expense.
- (6) Permission to remove snow/ice from Permittee maintained roads must be obtained from the Licensor prior to snow removal activities.

n. In the use of Road No. 7-2E-8 (Seg. A2, A4) and 7-2E-9.3, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-975 (Serial No. OR045540) dated November 2, 1987, between the United States of America and Weyerhaeuser Company. This document is available for inspection at the Northwest Oregon District Office in Salem.

These conditions include:

- (1) Payment of a road use obligation of four-thousand one-hundred fifty-four and 00/100 dollars (\$4,154.00) for 2077 MBF to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- (2) Purchaser shall maintain the roads in accordance with the specifications in the timber sale contract.
- (3) Purchaser shall place rock on roads in lieu of payment of rock-wear fee.
- (4) Purchaser shall carry liability insurance coverages \$1,000,000/\$1,000,000/\$1,000,000 and performance bond of \$2,000.00.
- (5) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (6) 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.

o. In the use of Road No. 7-2E-8 (Seg. A3), the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-1270 (Serial No. OR069733) dated December 5, 2019, between the United States of America and Robert Ronald Gedlich Jr. and John Ronald Gedlich. This document is available for inspection at the Northwest Oregon District Office in Salem.

These conditions include:

- (1) Payment of a road use obligation of three-hundred eleven and 55/100 dollars (\$311.55) for 2077 MBF to Robert Ronald Gedlich Jr. and John Ronald Gedlich, payable at the time indicated in the License Agreement.
- (2) Purchaser shall maintain the roads in accordance with the specifications in the timber sale contract.
- (3) Purchaser shall place rock on roads in lieu of payment of rock-wear fee.
- (4) Purchaser shall carry liability insurance coverages \$1,000,000/\$1,000,000/\$1,000,000 and performance bond of \$1,000.00.
- (5) Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (6) 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.

p. In the use of Road No. 7-2E-4.01, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-1271 (Serial No. OR069734) dated May 1, 2020, between the United States of America and Gluth Timber Company, LLC. This document is available for inspection at the Northwest Oregon District Office in Salem.

These conditions include:

- (1) Payment of a road use obligation of three-thousand four-hundred forty-seven and 36/100 dollars (\$3,447.36) for 912 MBF to Gluth Timber Company, LLC, payable at the time indicated in the License Agreement.
- (2) Purchaser shall maintain the roads in accordance with the specifications in the timber sale contract.
- (3) Purchaser shall place rock on roads in lieu of payment of rock-wear fee.

- (4) Purchaser shall carry liability insurance coverages \$1,000,000/\$1,000,000/\$1,000,000 and performance bond of \$1,000.00.
- (5) Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (6) 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.

q. In the use of Road No. 6-1E-14 (Seg. A), the Purchaser shall comply with the conditions of Access Road Easement RE-S-71 (Serial No. OR038956), dated January 25, 1961, between the United States of America and Howard C. and Marie H. Swartout. This document is available for inspection at the Northwest Oregon District Office in Salem.

These conditions include:

- (1) Purchaser shall close all gates after each passage and close and lock all gates when there is no active hauling.
- (2) Purchaser shall maintain, including placing surface rock, the roads in accordance with the specifications in the timber sale contract.
- (3) Purchaser shall limit speed to 15 miles per hour.
- (4) Purchaser shall carry liability insurance coverages \$1,000,000/\$1,000,000/\$1,000,000 and performance bond of \$5,000.00.

r. In the use of Road No. 6-1E-25.0 (Seg. A) and the construction of P6 (6-1E-25.1), the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. RWA-S-591 (Serial No. OR014940), dated September 6, 1963, between the United States of America and Terry Caster. This document is available for inspection at the Northwest Oregon District Office in Salem.

These conditions include:

- (1) The gate on the 6-1E-25.0 road shall be closed after each passage and shall be closed and locked when there is no active hauling.
- (2) All right-of-way timber on the P6 (6-1E-25.1) road between Stations 0+00 and 7+48 shall be cut to lengths designated by the Authorized Officer and decked so that it is readily accessible by a self-loading log truck.



s. In the use of Road No. 7-2E-3.0 (Seg. A and B-part), the Purchaser shall comply with the conditions of Access Road Easement RE-S-730 (Serial No. OR016118), dated April 16, 1976, between the United States of America and Edna Rashford Gluth. These conditions include: The gate on the 7-2E-3.0 road shall be closed and locked when there is no active hauling. This document is available for inspection at the Northwest Oregon District Office in Salem.

t. In the use of Road No. 7-2E-8.0 (Seg. A1), the Purchaser shall comply with the conditions of Access Road Easement RE-S-1272 (Serial No. OR069736), dated April 19, 2020, between the United States of America and Kasshawna A. Knoll. These conditions include: The gate on the 7-2E-8.0 road shall be closed and locked when there is no active hauling. This document is available for inspection at the Northwest Oregon District Office in Salem.

u. In the use of Road No. 7-2E-3.0 (Seg. E), the Purchaser shall comply with the conditions of Access Road Easement RE-S-731 (Serial No. OR016114), dated April 21, 1976, between the United States of America and Patricia O'Leary. This document is available for inspection at the Northwest Oregon District Office in Salem.

v. In the use of Road No. 7-2E-3.0 (Seg. F1), the Purchaser shall comply with the conditions of Access Road Easement RE-S-767 (Serial No. OR020636), dated January 18, 1979, between the United States of America and Douglas John Schmitz. This document is available for inspection at the Northwest Oregon District Office in Salem.

w. In the use of Road No. 7-2E-3.0 (Seg. F2), the Purchaser shall comply with the conditions of Access Road Easement RE-S-768 (Serial No. OR020650), dated January 18, 1979, between the United States of America and Arlene M. and Richard D. Harris. This document is available for inspection at the Northwest Oregon District Office in Salem.

x. In the use of Road No. 7-2E-3.0 (Seg. F3), the Purchaser shall comply with the conditions of Access Road Easement RE-S-769 (Serial No. OR020566), dated November 22, 1978, between the United States of America and Joe M. Graetzer and Alice Monica Graetzer. This document is available for inspection at the Northwest Oregon District Office in Salem.

y. The Purchaser agrees that if they elect to use any other 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, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

### ENVIRONMENTAL PROTECTION

z. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all earth disturbing equipment and logging equipment prior to entry onto BLM lands as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been

reasonably cleaned prior to entry onto BLM lands.

aa. In additions to the requirements set forth in Sec. 26 of this contract, the Purchaser shall cover skid trails with logging slash and debris, install water bars or comparable erosion control measures, and block entrances or other created access points on the contract areas shown on Exhibit A as directed by the Authorized Officer. This work shall be completed within fifteen (15) days after completion of log hauling from each landing.

bb. The Purchaser shall saw top fifty- six (56), top girdle fifty-six (56), and base girdle fifty-seven (57) green, reserve conifer trees as selected and directed by the Authorized Officer in Regeneration Harvest Areas shown on Exhibit A. Tree topping and base girdling shall be completed in accordance with Exhibit I of this contract. All topping and girdling operations shall be completed to the satisfaction of the Authorized Officer within one year after yarding is completed and within thirty (30) days after being notified by the Authorized Officer to commence topping and girdling operations.

cc. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (1) 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 reinitiating of consultation is required concerning the species prior to continuing operation, or;
- (2) 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;
- (3) 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;
- (4) 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;
- (5) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (6) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting

Officer determines that continued operations would affect the species or its habitat, or;

- (7) When, in order to protect species which were identified for protection in accordance with 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 to 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 in accordance with 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 species protection in accordance with 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 paragraphs, 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.

#### FIRE PREVENTION

dd. 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 fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control

measures as may be required by the Authorized Officer. The Purchaser shall comply with Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I Fire Season requirements. At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions.

### LOGGING RESIDUE REDUCTION

ee. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: Perform logging residue reduction and site preparation work on approximately seventy (70) acres of harvest area located within harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

1. Excavator pile and burn slash within ground based portion of Regeneration Harvest Areas from skid trails and within 25 feet of Hazelnut Ridge Road. Slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of dirt.

a. Unmerchantable logs greater than six (6) inches on the small end shall be left in place, or positioned so that they will not be burned.

b. Machine piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.

c. Machine piling equipment would travel on previously used skid trails during dry soil conditions. In areas inaccessible from designated skid trails where the slope is less than 35 percent, machine piling equipment would be allowed one pass over a slash mat.

d. Machine piles shall be kept free of dirt and other non-wood debris and constructed as compactly as possible. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.

e. A minimum 10-foot by 10-foot cover of four (4) mil. polyethylene shall cap each machine pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Plastic shall be held in place with woody debris or tied with rope or twine. The plastic must be secured so that it is held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. Covering shall be completed as directed by the Authorized Officer.

f. Harvest Areas shall be piled during the same season that they are logged.

2. Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile with four (4) mil. thick polyethylene plastic film at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. No landing debris shall be dozed off the landing and covered with dirt. Debris which has been buried 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. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

ff. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42.ee. The Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below:

1. For Igniting, Burning, Mop-up of Piles on Units:

a. One work leader(s) Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.

b. Ten-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, eleven (11) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.

c. The crew shall arrive on the project area with 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.

d. All ignition and mop-up personnel will be directly supervised by a BLM representative.

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.

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. 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.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each cutting unit shown on Exhibit A for seventy-two (72) hours, as directed by the Authorized Officer within a five (5) day period commencing at 8:00 a.m. the day following the completion of ignition in that unit, or until released from such service by the Government, whichever occurs first.

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, 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 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 (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

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 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.

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.

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 personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

#### LOG EXPORT RESTRICTIONS

gg. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under 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 or specifications or suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American 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 timbers 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.

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:

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.



4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

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 "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 purchaser or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the 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) which 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 will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations 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 cost 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.

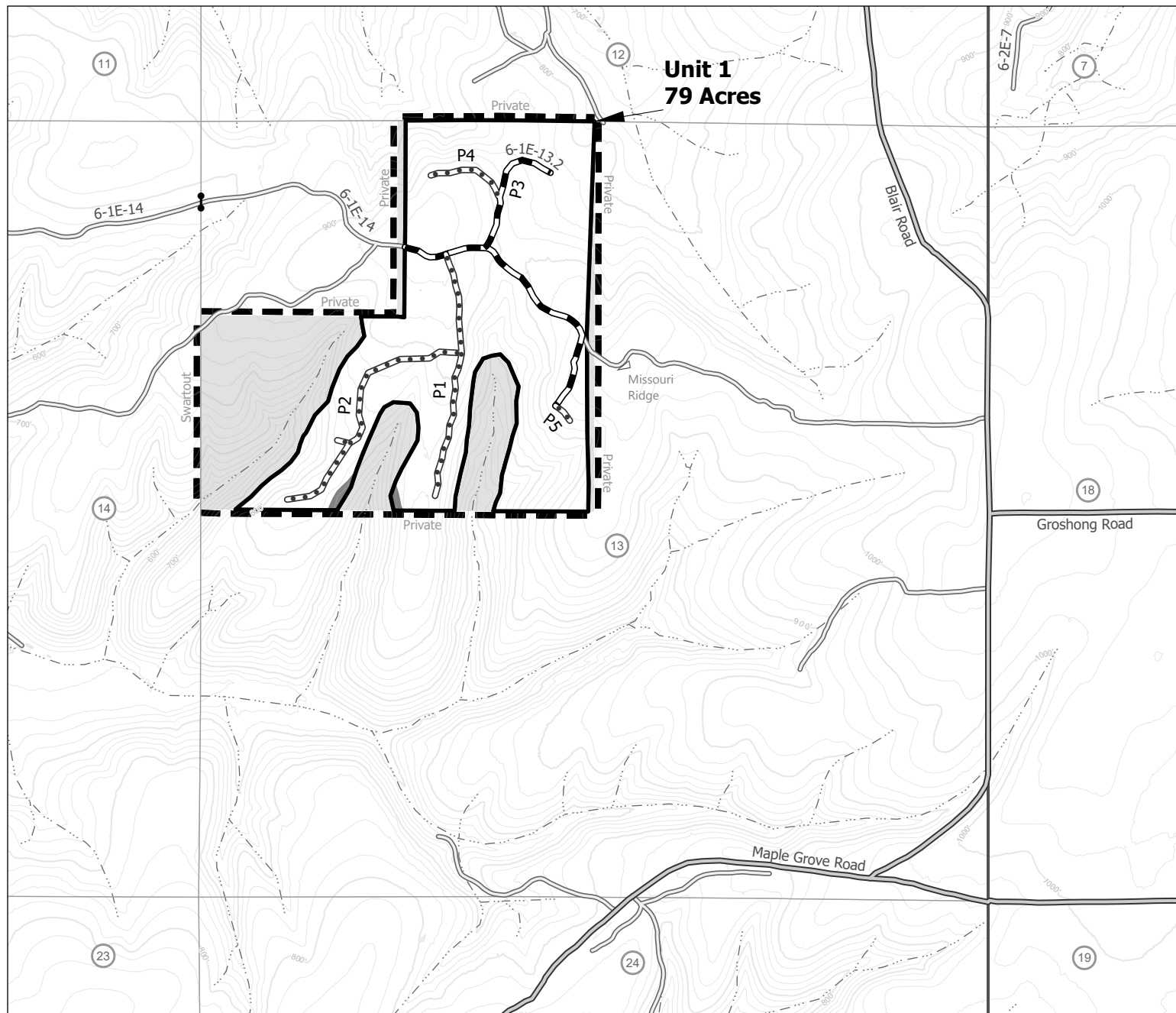


UNITED STATES DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Northwest Oregon District

Cemetery Road  
Timber Sale  
**EXHIBIT A**  
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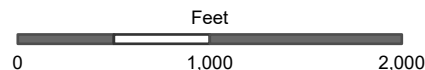
**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**

T. 6 S. - R. 1 E., Section 13, W.M.



Contour Interval: 20'

- Gate
- Road to be Constructed
- Road to be Renovated
- County Road
- Existing Road
- Stream
- Leave Island
- Unit Boundary
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
Leave Island	4 Acres
Road Right-of-Way	6 Acres
Reserve Area	195 Acres
<b>Total Contract Area</b>	<b>400 Acres</b>

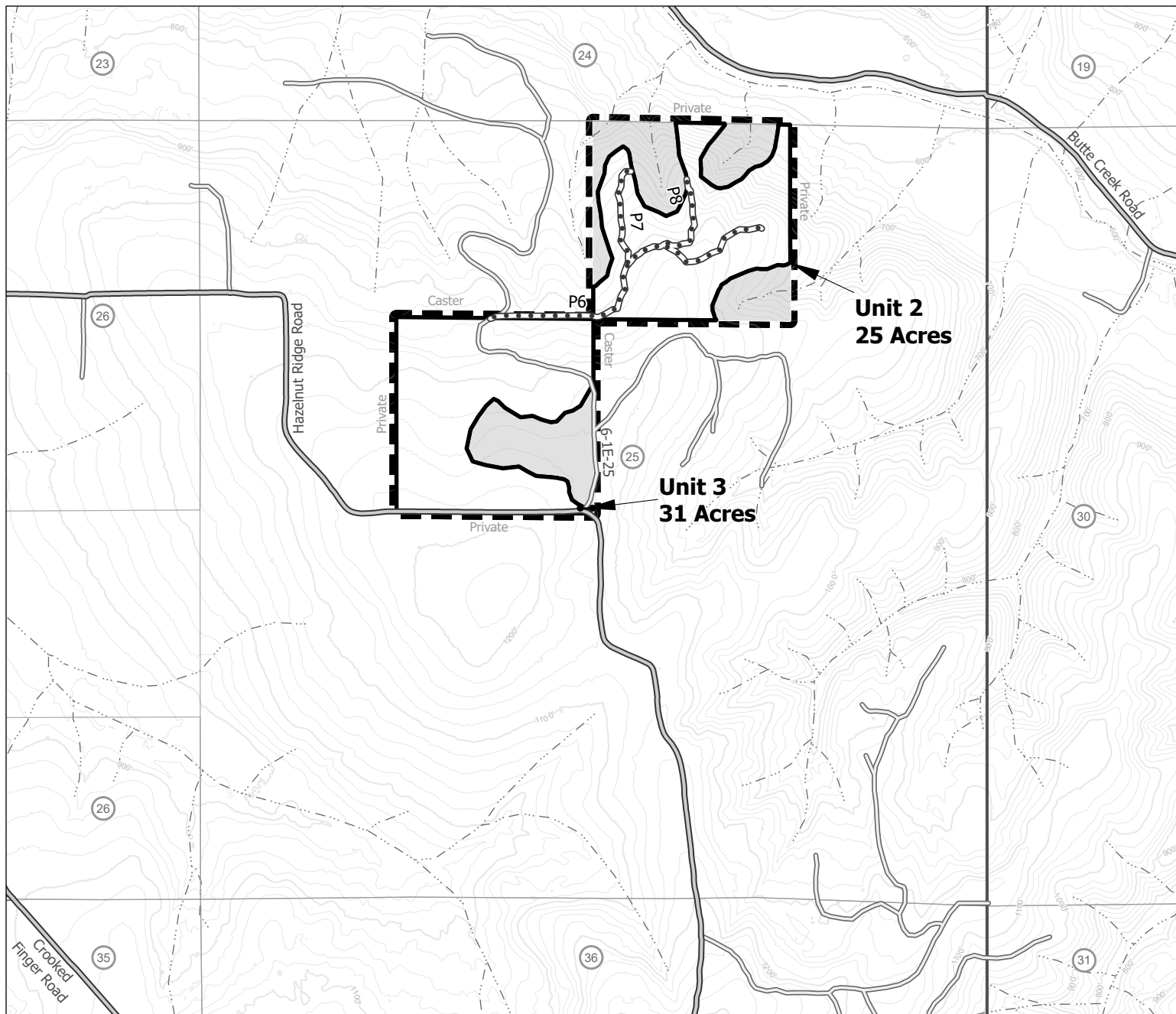
Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.



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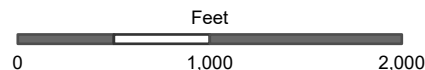
Cemetery Road  
Timber Sale  
**EXHIBIT A**  
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**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**  
T. 6 S. - R. 1 E., Section 25, W.M.



Contour Interval: 20'

- Gate
- Road to be Constructed
- County Road
- Existing Road
- Stream
- Unit Boundary
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
Leave Island	4 Acres
Road Right-of-Way	6 Acres
Reserve Area	195 Acres
<b>Total Contract Area</b>	<b>400 Acres</b>

Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

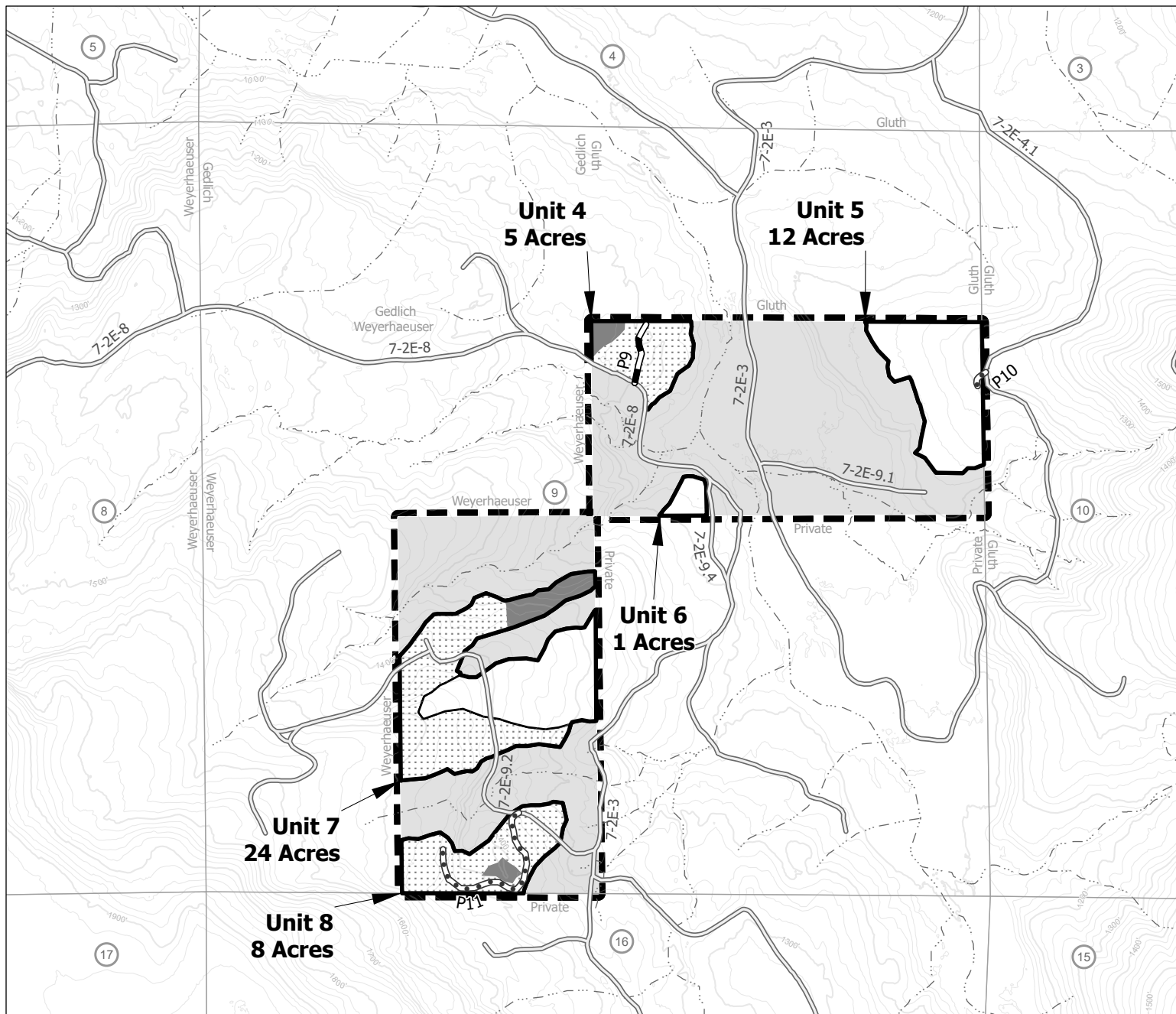


UNITED STATES DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Northwest Oregon District

Cemetery Road  
Timber Sale  
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**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**

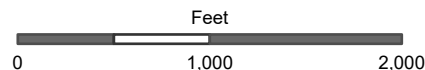
T. 7 S. - R. 2 E., Section 9, W.M.



Contour Interval: 20'

- Road to be Constructed
- Road to be Renovated
- Existing Road
- Stream
- Leave Island

- Unit Boundary
- Partial Harvest Area
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
Leave Island	4 Acres
Road Right-of-Way	6 Acres
Reserve Area	195 Acres
<b>Total Contract Area</b>	<b>400 Acres</b>

Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.



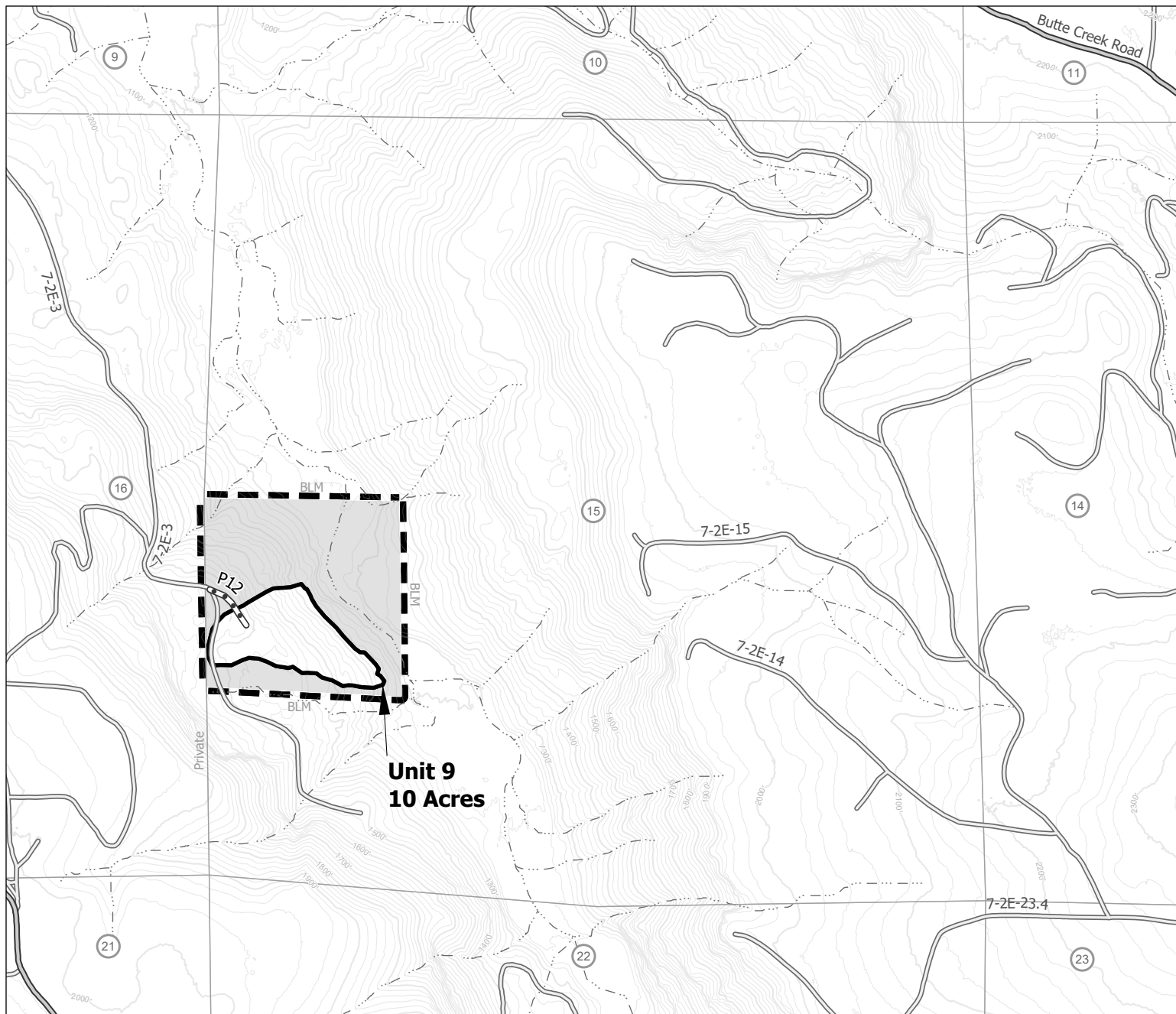


UNITED STATES DEPARTMENT OF THE INTERIOR  
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Cemetery Road  
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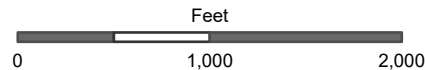
**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**

T. 7 S. - R. 2 E., Section 15, W.M.



Contour Interval: 20'

- Road to be Constructed
- County Road
- Existing Road
- Stream
- Unit Boundary
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
Leave Island	4 Acres
Road Right-of-Way	6 Acres
Reserve Area	195 Acres
<b>Total Contract Area</b>	<b>400 Acres</b>

Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXHIBIT B / PRE-SALE**

5450-3

Contract No.

ORN01-TS-2020.0102

Cemetery Road

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 (Units Specified)		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Grandfir	353.0	MBF	\$161.90	\$57,150.70
Bigleaf Maple	123.0	MBF	\$26.00	\$3,198.00
Western Hemlock	33.0	MBF	\$144.60	\$4,771.80
Red Alder	8.0	MBF	\$191.60	\$1,532.80
Douglas Fir	8,644.0	MBF	\$311.90	\$2,696,063.60
TOTALS	9,161.0	MBF		\$2,762,716.90

The apportionment of the total purchase price is as follows:

Unit 1

Grandfir	46.0 MBF	X	\$161.90	=	\$7,447.40
Bigleaf Maple	34.0 MBF	X	\$26.00	=	\$884.00
Western Hemlock	3.4 MBF	X	\$144.60	=	\$491.64
Douglas Fir	3,107.0 MBF	X	\$311.90	=	\$969,073.30
Total	3190.4 Mbf				\$977,896.34 ÷ 82.0 acres = \$11,925.57/Acre

Unit 2

Grandfir	137.0 MBF	X	\$161.90	=	\$22,180.30
Bigleaf Maple	29.0 MBF	X	\$26.00	=	\$754.00
Western Hemlock	5.4 MBF	X	\$144.60	=	\$780.84
Douglas Fir	1,216.0 MBF	X	\$311.90	=	\$379,270.40
Total	1387.4 Mbf				\$402,985.54 ÷ 27.0 acres = \$14,925.39/Acre

Unit 3

Grandfir	158.0 MBF	X	\$161.90	=	\$25,580.20
Bigleaf Maple	34.0 MBF	X	\$26.00	=	\$884.00
Western Hemlock	7.0 MBF	X	\$144.60	=	\$1,012.20
Douglas Fir	1,397.0 MBF	X	\$311.90	=	\$435,724.30
Total	1596.0 Mbf				\$463,200.70 ÷ 31.0 acres = \$14,941.96/Acre

Unit 4

Bigleaf Maple	1.0 MBF	X	\$26.00	=	\$26.00
Red Alder	2.0 MBF	X	\$191.60	=	\$383.20
Douglas Fir	80.0 MBF	X	\$311.90	=	\$24,952.00
Total	83.0 Mbf				\$25,361.20 ÷ 5.0 acres = \$5,072.24/Acre

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXHIBIT B / PRE-SALE**

5450-3

Contract No.

ORN01-TS-2020.0102

Cemetery Road

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**.

Unit 5

Grandfir	4.0 MBF	X	\$161.90	=	\$647.60
Bigleaf Maple	8.0 MBF	X	\$26.00	=	\$208.00
Western Hemlock	6.0 MBF	X	\$144.60	=	\$867.60
Douglas Fir	893.0 MBF	X	\$311.90	=	\$278,526.70
Total	911.0 Mbf				\$280,249.90 ÷ 12.0 acres = \$23,354.16/Acre

Unit 6

Douglas Fir	16.0 MBF	X	\$311.90	=	\$4,990.40
Total	16.0 Mbf				\$4,990.40 ÷ 1.0 acres = \$4,990.40/Acre

Unit 7

Grandfir	4.0 MBF	X	\$161.90	=	\$647.60
Bigleaf Maple	10.0 MBF	X	\$26.00	=	\$260.00
Western Hemlock	6.2 MBF	X	\$144.60	=	\$896.52
Red Alder	4.0 MBF	X	\$191.60	=	\$766.40
Douglas Fir	1,064.0 MBF	X	\$311.90	=	\$331,861.60
Total	1088.2 Mbf				\$334,432.12 ÷ 25.0 acres = \$13,377.28/Acre

Unit 8

Bigleaf Maple	1.0 MBF	X	\$26.00	=	\$26.00
Red Alder	2.0 MBF	X	\$191.60	=	\$383.20
Douglas Fir	127.0 MBF	X	\$311.90	=	\$39,611.30
Total	130.0 Mbf				\$40,020.50 ÷ 8.0 acres = \$5,002.56/Acre

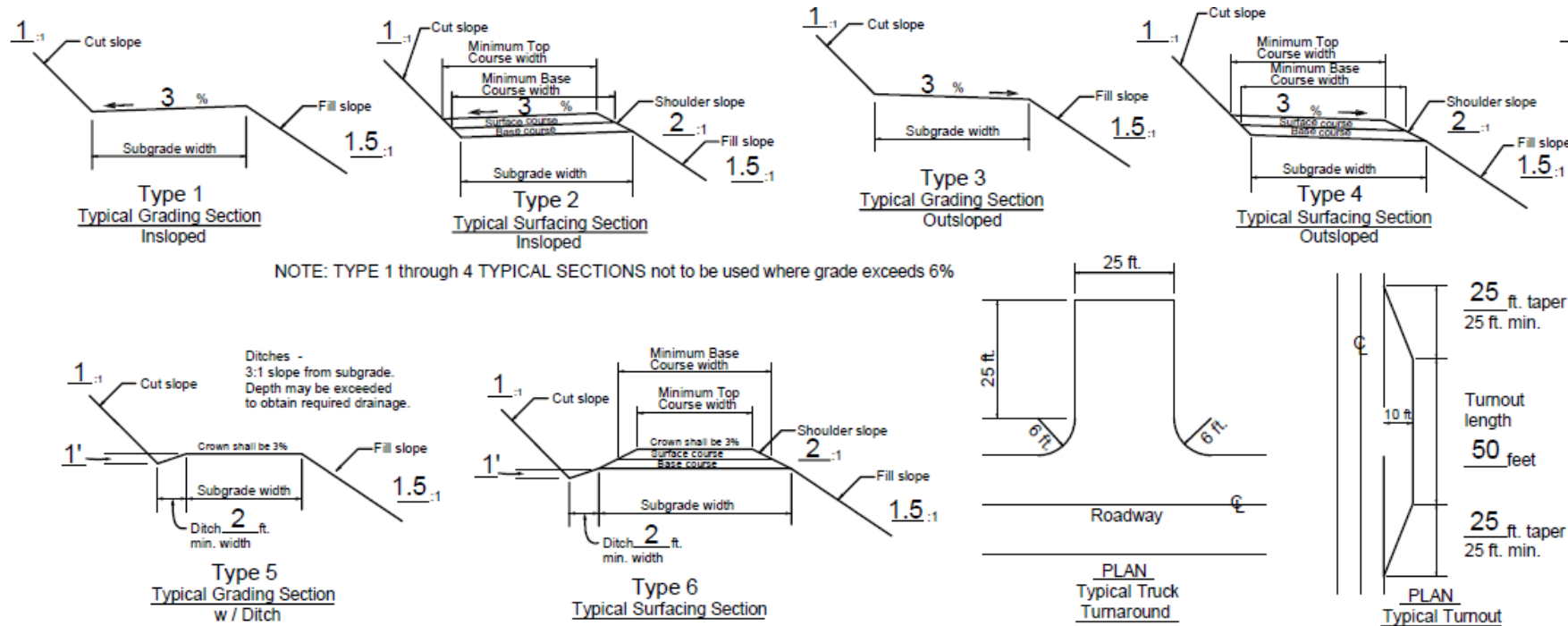
Unit 9

Grandfir	4.0 MBF	X	\$161.90	=	\$647.60
Bigleaf Maple	6.0 MBF	X	\$26.00	=	\$156.00
Western Hemlock	5.0 MBF	X	\$144.60	=	\$723.00
Douglas Fir	744.0 MBF	X	\$311.90	=	\$232,053.60
Total	759.0 Mbf				\$233,580.20 ÷ 10.0 acres = \$23,358.02/Acre

ROAD PLAN AND DETAIL SHEET

Road Number	Pre-Haul Maint. Length (miles)	Road Renovate Length (miles)	New Construct Length (miles)	Typical Section Type	Subgrade Width (*1 & 4)	Culverts to Install (See Sec. 400)	Surfacing (*5)										Remarks
							Base Course: 1000					Surface Course: 1200					
							Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Estimated Cubic Yards	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Estimated Cubic Yards	
6-1E-14	1.50	0.38		1,3,5	16	2	N/A		ABC,PRR	A	190			ASC	D,E	160	Brush, blade, minor grubbing, 10' fish pipe, See Sec 400
P1/6-1E-13			0.32	1,3	16	0											Outsloped dirt spur, seed cut/fill
P2/6-1E-13.1			0.35	1,3	16	1											Outsloped dirt spur, seed cut/fill, 1 x-drain culvert
P3/6-1E-13.2		0.17		5	16	1											Rebuild sub-grade and ditch, dirt spur, 1 x-drain culvert
P4/6-1E-13.3			0.11	5	16	0											Dirt spur w/ ditch, seed cut/fill
P5/6-1E-13.4			0.03	1,3	16	0											Construct landing for cable yarding
6-1E-25	0.37			6	16	0						N/A		ASC	C	50	Brush, blade, spot-rock, roll
P6/6-1E-25.1			0.44	6	16	3	14	7	ABC	A	966	12	4	ASC	C	476	Rocked road w/ ditch, 3 x-drains, seed cut/fill
P7/6-1E-25.2			0.14	5	16	0											Outsloped dirt spur, seed cut/fill
P8/6-1E-25.3			0.12	5	16	0											Outsloped dirt spur, seed cut/fill
7-2E-3(A,B)	0.60			6	16	0											Brush, blade, roll, clean culverts
7-2E-4.1	0.60			6	14	0											Brush, blade, roll, clean culverts
P10/7-2E-10			0.02	6	16	0	N/A		PRR	A	100						Construct and rock landing for ground-based yarding
7-2E-8	1.67			6	15	2	12	4	ABC	A	200	N/A		ASC	C	150	Brush, blade, spot-rock, roll, 2 x-drains 4" lift w/in 150' culvert
P9/7-2E-9.5		0.08		1,3	16	0											Blade, minimal grubbing
7-2E-9.4	0.02			6	15	0											Brush, blade, roll, clean culverts
7-2E-3(E-G)	1.62			6	15	0											Brush, blade, roll, clean culverts
7-2E-9.2	0.47			6	15	0											Brush, blade, roll, clean culverts
P11/7-2E-9.6			0.25	1,3	14	0											Outsloped dirt spur, seed cut/fill
7-2E-9.3	0.05			6	15	0											Blade, roll, clean culverts
P12/7-2E-15			0.07	1,3	14	0											Outsloped dirt spur, seed cut/fill
TOTAL	6.90	0.63	1.85			9					1456					836	Quantities shown are estimates only and not pay items.

Note: All new road construction roads will have a minimum curve radius of 60 feet and a maximum grade of 18% . All landing subgrades will utilize the posted Right-of-Way area while maintaining the cut and fill slopes in the Typical Section Types below.



NOTE: TYPE 1 through 4 TYPICAL SECTIONS not to be used where grade exceeds 6%

\*NOTES

- Extra subgrade widths**  
Add to each shoulder: 1 foot for fills of 1 to 6 feet. Widen inside or outside shoulder of tight curves as needed for log trucks to maneuver, with tires remaining on roadbed.
- Backslopes**

Materials	Cut slopes	Fill slopes
Solid rock	1/2:1	Angle of repose
Soft rock and shale	3/4:1	1:1
Common		
Slopes under 55%	1:1	1-1/2:1
Slopes over 55%	1-1/2:1	1-1/2:1

**Note:**  
Full bench construction is required on side slopes exceeding 60%.  
Slope Ratio = Horizontal Distance:Vertical Distance (HD:VD)
- Surface type**

	Grading
PRR - Pit run rock	C - 1 1/2" minus
GRR - Grid rolled rock	D - 1" minus (surface course)
SRN - Screened rock	E - 3/4" minus
JRR - Jaw run rock	
ABC - Aggr. base course	A - 3" minus
ASC - Aggr. surface course	B - 2" minus (base course)
WC - Wood chips	C - 3"
- Turnouts**  
Width shall be 10 feet in addition to the subgrade width, with lengths as shown on this plan, or as directed by the Authorized Officer.
- Surfacing**  
Turnouts, curve widening, and the first 50 feet of all road aprons shall be surfaced, for all road stations requiring surfacing, as listed above, and as directed by the Authorized Officer.
- Clearing width** 200  
See Section 200
- As posted and painted for Right-of-Way, and as required in Section 2100 of this contract.
- Grading (Renovation)** 500  
See Section 500
- Drainage** 400  
See Section 400  
Culvert site aggregate, as designated in Section 400 of this contract, does not fulfill any requirements as listed above for full lifts of surface or base applications.
- Compaction** 300 and 500  
See Sections 300 and 500





- ↔ Gate

☆ Culvert to Install

⊗ Landing
- City, Town, or Community

▬▬▬ Road to be Constructed

▬▬▬ Road to be Renovated

▬▬▬ County Road
- ▬▬▬ Minor road

▬▬▬ Route Approved for Haul

▬▬▬ Minor Stream

▬▬▬ Major Stream or River
- ▬▬▬ Cemetery Road Harvest Area

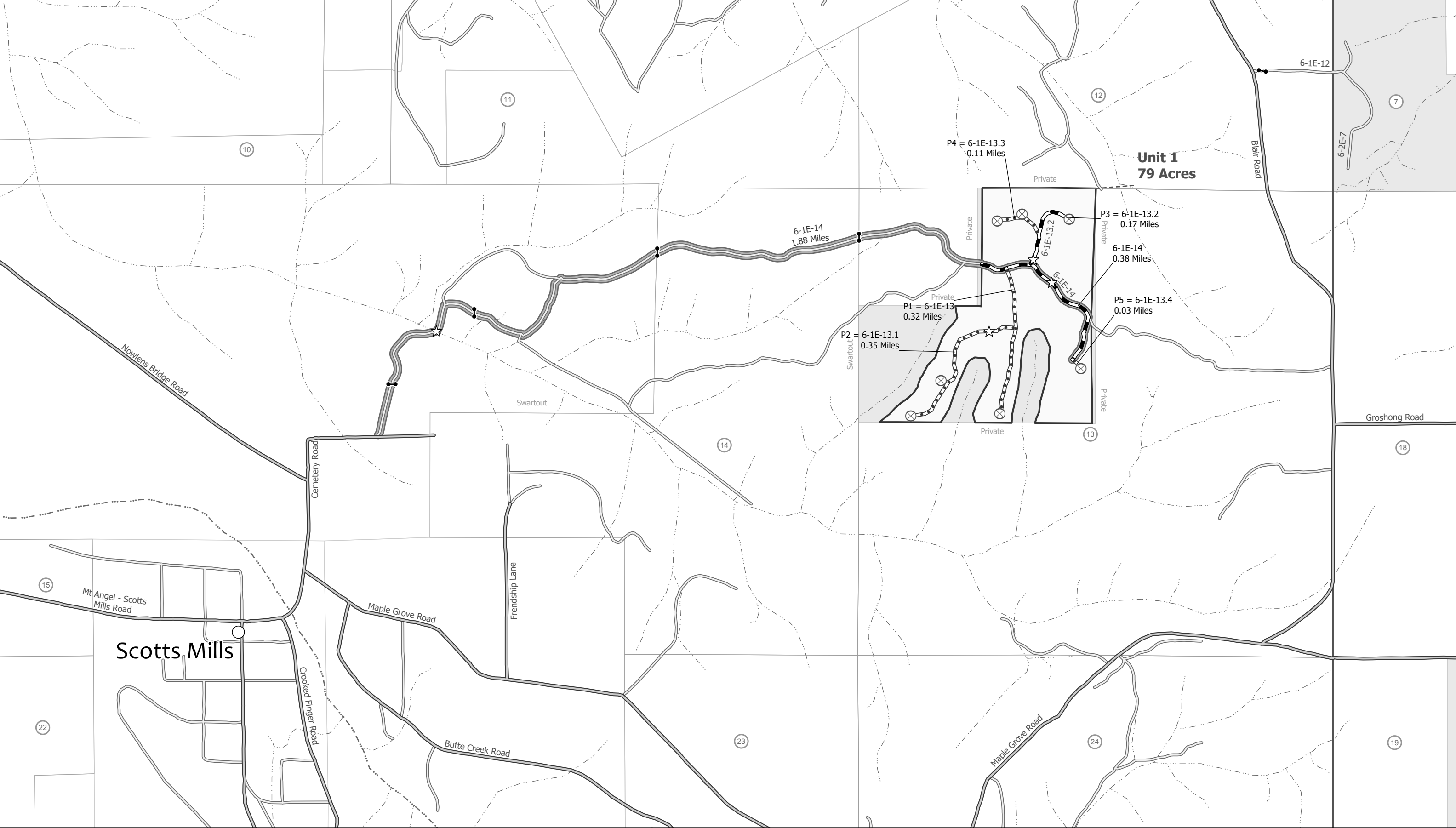
▬▬▬ Bureau of Land Management

▬▬▬ Private Owner

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N

0 1,000 2,000 Feet





**TIMBER SALE ROAD PLAN MAP - Page 2 of 4**  
T. 6 S. - R. 1 E., Section 25, W.M.

- ↔ Gate

☆ Culvert to Install

⊗ Landing

▬ Road to be Constructed
- ▬ County Road

▬ Minor road

▬ Route Approved for Haul

▬ Minor Stream
- ▬ Major Stream or River

▬ Cemetery Road Harvest Area

▬ Bureau of Land Management

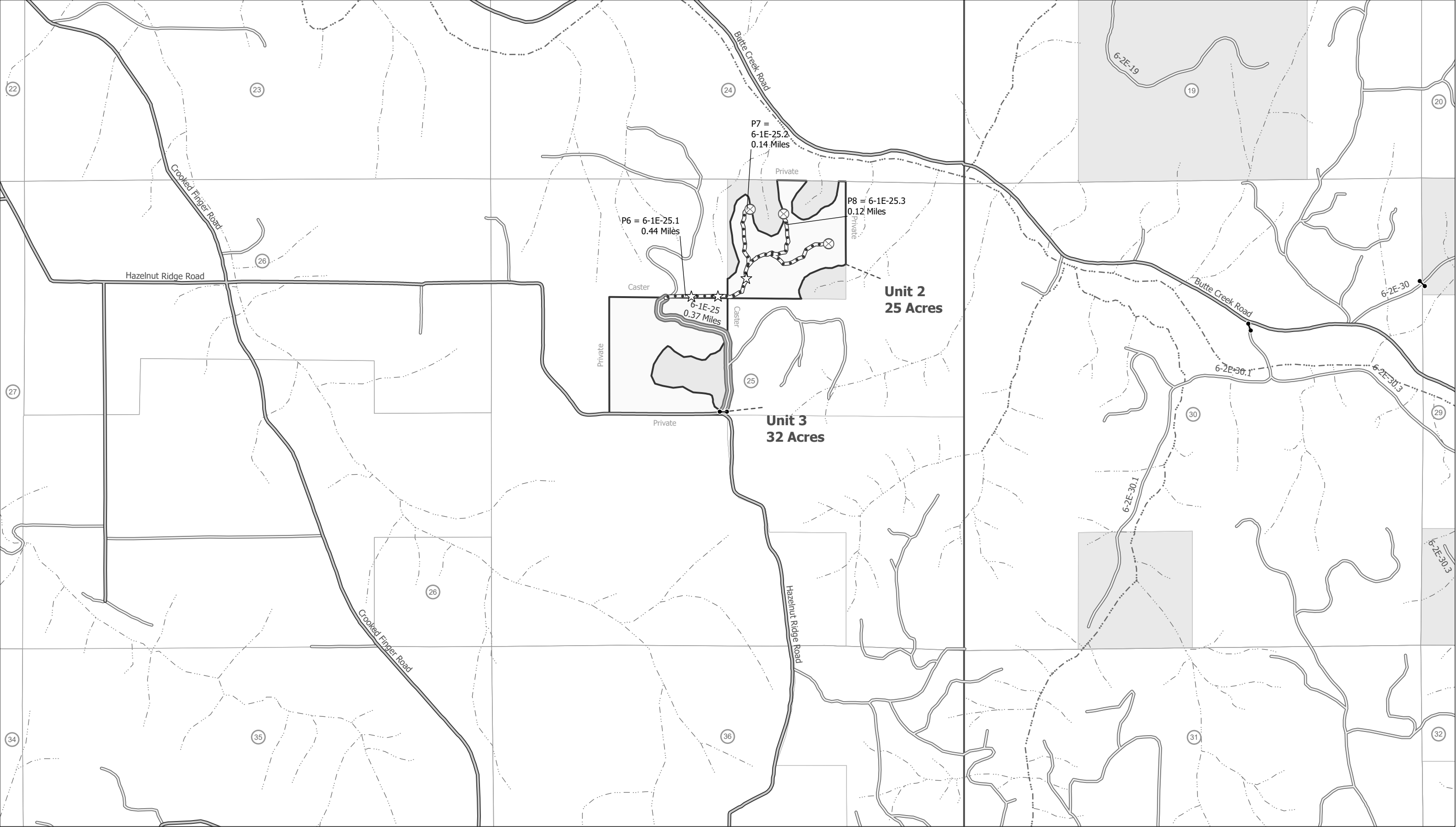
▬ Private Owner

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Feet



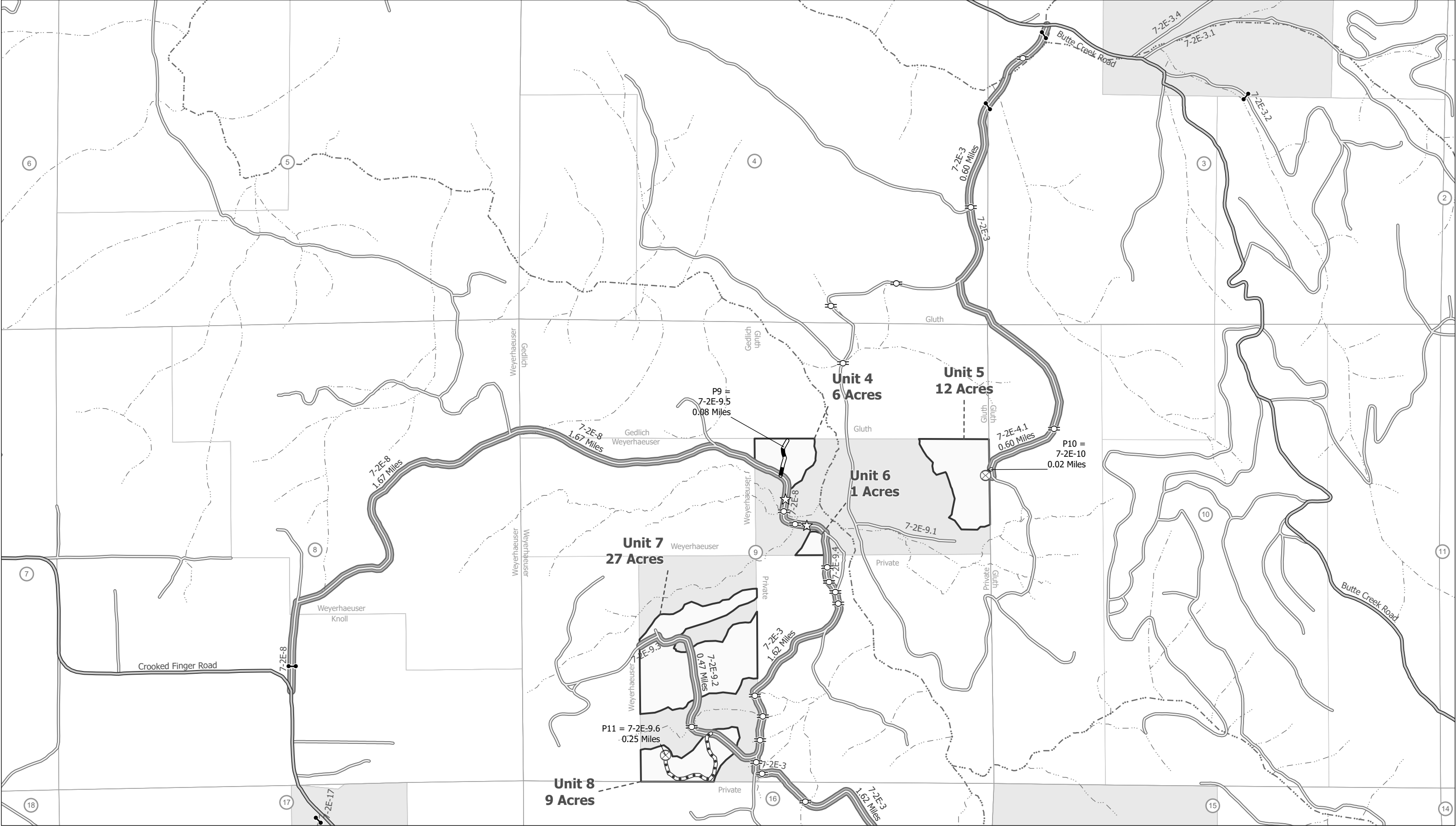


- |                    |                        |                         |                            |
|--------------------|------------------------|-------------------------|----------------------------|
| Gate               | Road to be Constructed | Decommissioned          | Cemetery Road Harvest Area |
| Existing Culvert   | Road to be Renovated   | Route Approved for Haul | Bureau of Land Management  |
| Culvert to Install | County Road            | Minor Stream            | Private Owner              |
| Landing            | Minor road             | Major Stream or River   |                            |

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N

Feet  
0 1,000 2,000







- Gate

Existing Culvert

Culvert to Install

Landing
- Road to be Constructed

Road to be Renovated

County Road

Minor road
- Decommissioned

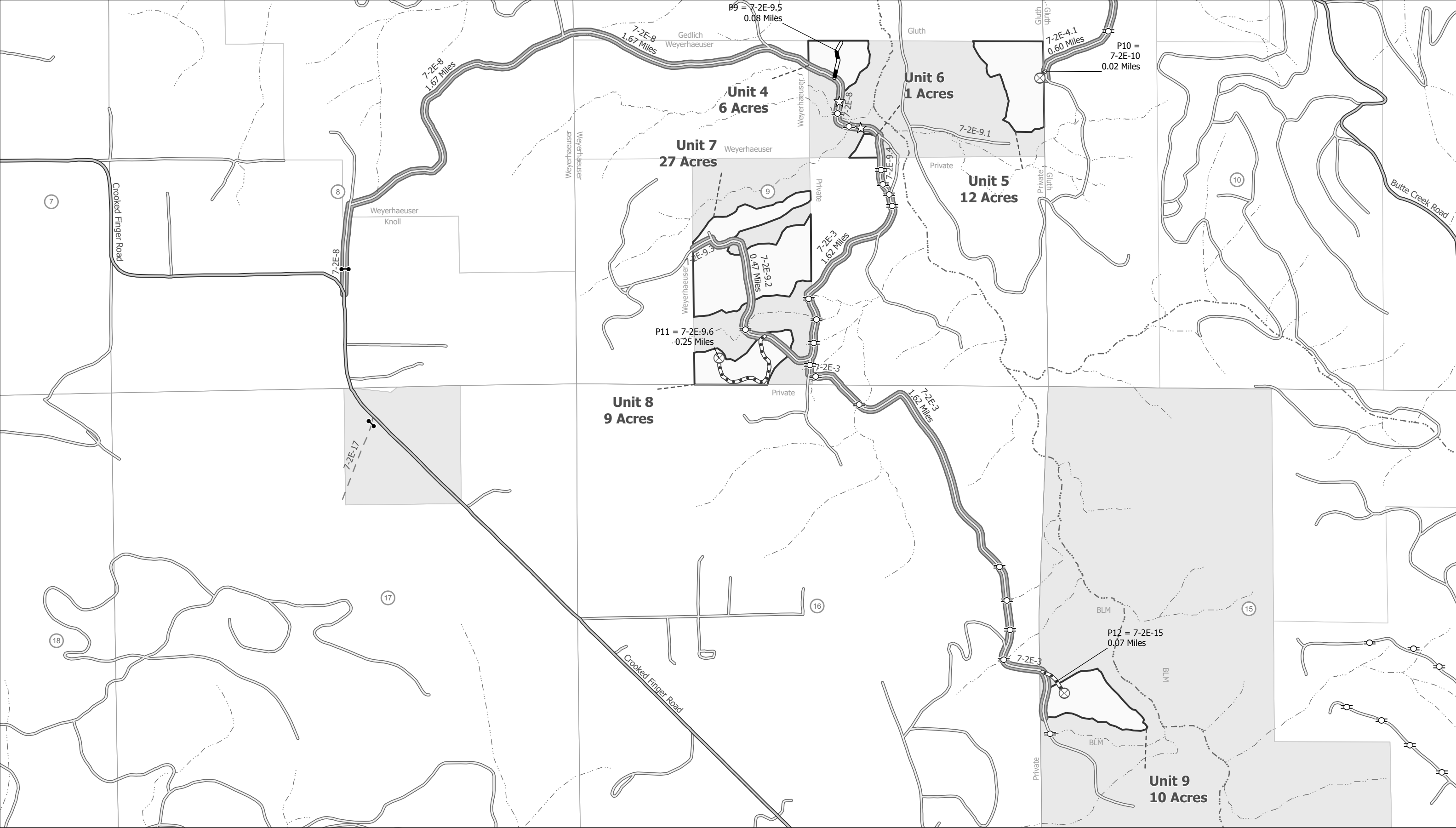
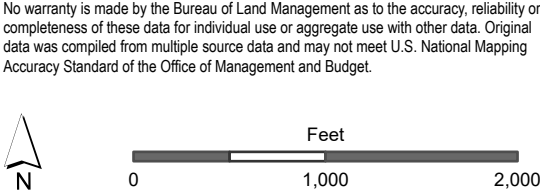
Route Approved for Haul

Minor Stream

Major Stream or River
- Cemetery Road Harvest Area

Bureau of Land Management

Private Owner





**ROAD USE AND MAINTENANCE MAP - Page 1 of 4**  
T. 6 S. - R. 1 E., Section 13, W.M.

- ▶

Road Segment Break
- City, Town, or Community
- Minor road
- Bureau of Land Management
- ⚡

Gate
- Approved Haul Route - Purchaser Maintenance
- Minor Stream
- Private Owner
- ⚡

Existing Culvert
- County Road
- Major Stream or River
- Cemetery Road Harvest Area
- ☆

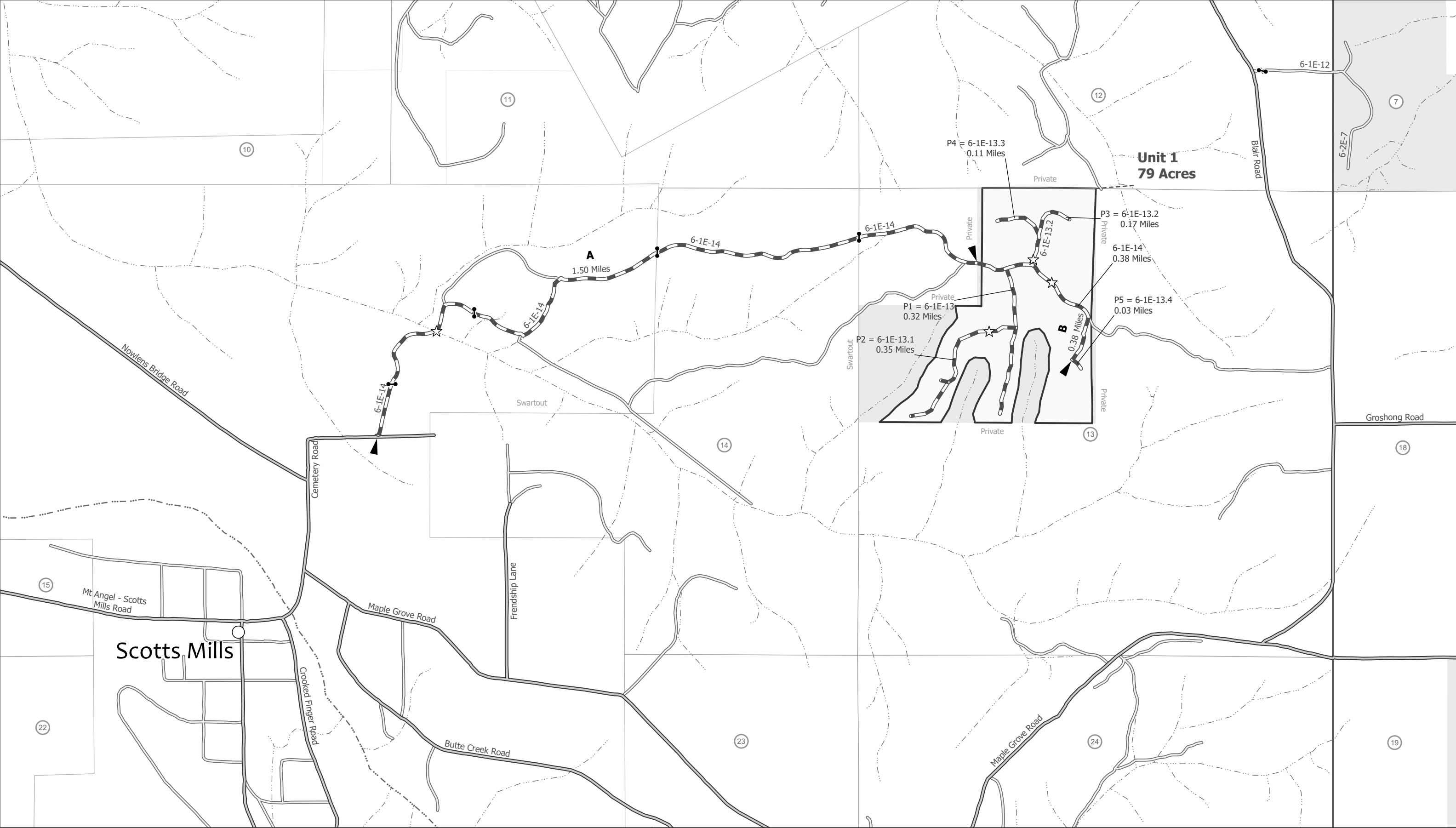
Culvert to Install

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N

0 1,000 2,000

Feet





**ROAD USE AND MAINTENANCE MAP - Page 2 of 4**  
T. 6 S. - R. 1 E., Section 25, W.M.

- ▶ Road Segment Break

⚓ Gate

⦿ Existing Culvert

☆ Culvert to Install
- Approved Haul Route - Purchaser Maintenance

County Road

Minor road

Minor Stream
- Cemetery Road Harvest Area

Bureau of Land Management

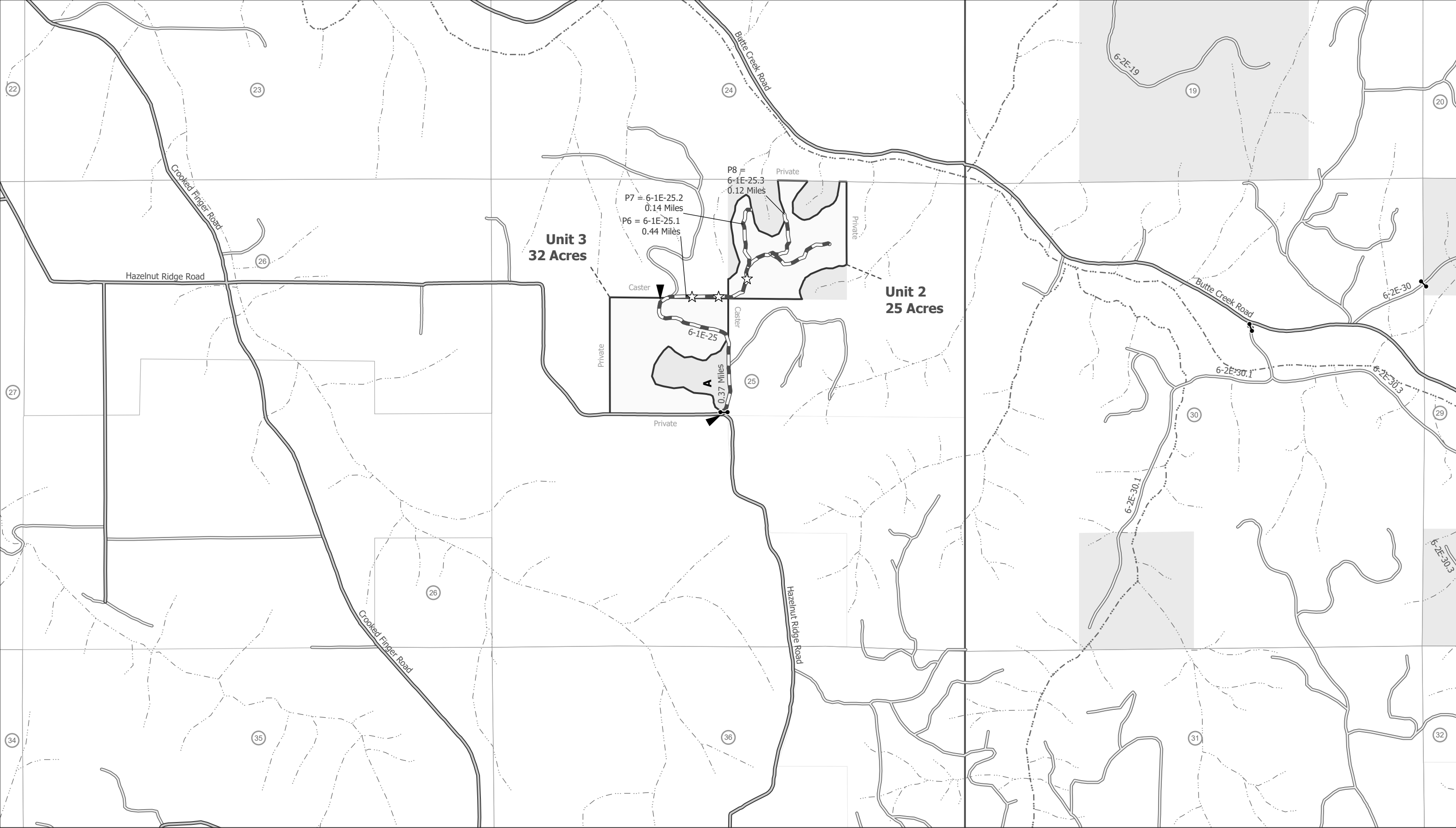
Private Owner

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N

Feet

0 1,000 2,000







**ROAD USE AND MAINTENANCE MAP - Page 3 of 4**  
T. 7 S. - R. 2 E., Section 9, W.M.

- Road Segment Break
- Gate
- Existing Culvert

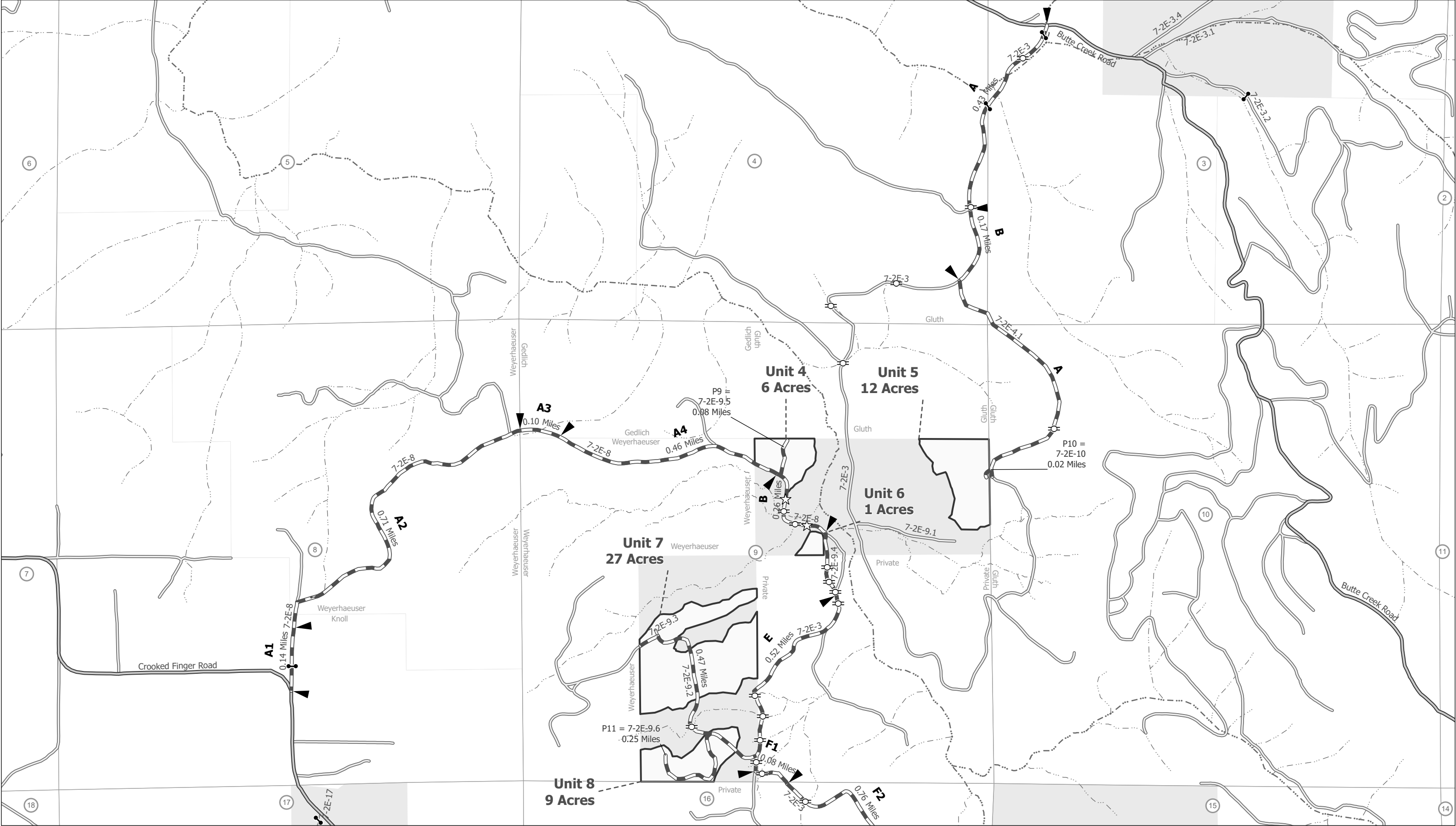
- Culvert to Install
- Approved Haul Route - Purchaser Maintenance
- County Road

- Minor road
- Decommissioned
- Minor Stream
- Major Stream or River

- Cemetery Road Harvest Area
- Bureau of Land Management
- Private Owner

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Feet  
0 1,000 2,000





**ROAD USE AND MAINTENANCE MAP - Page 4 of 4**  
T. 7 S. - R. 2 E., Section 15, W.M.

- Road Segment Break

Gate

Existing Culvert
- Culvert to Install

Approved Haul Route - Purchaser Maintenance

County Road
- Minor road

Decommissioned

Minor Stream

Major Stream or River
- Cemetery Road Harvest Area

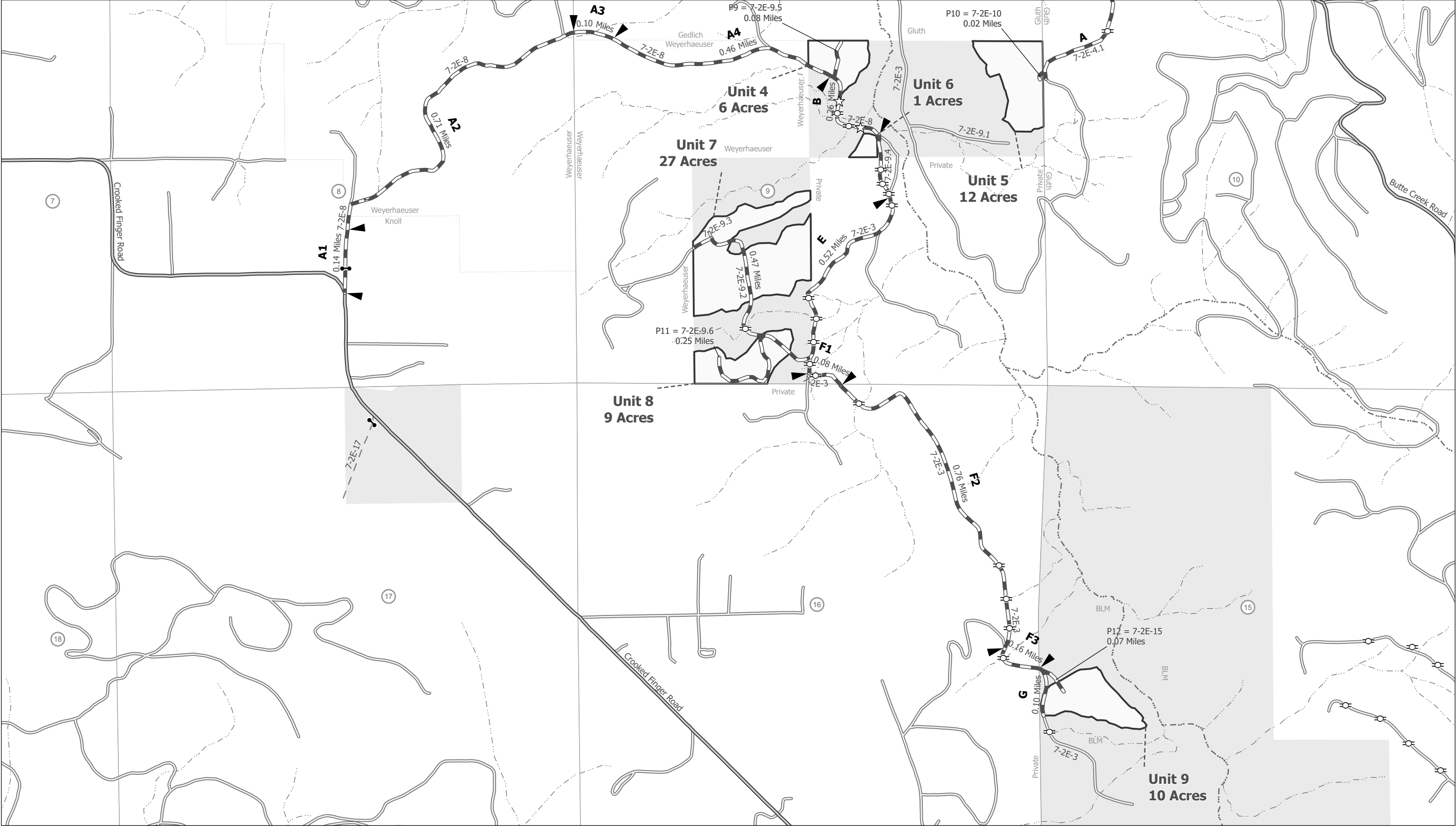
Bureau of Land Management

Private Owner

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N

0 1,000 2,000 Feet





## EXHIBIT I SPECIFICATIONS FOR SNAG CREATION

### **GENERAL:**

1. Designated conifer trees (172) shall have tops removed (topping) by saw cutting, high girdling, or be base girdled as directed by the Authorized Officer.
2. One third (56) of the trees to be treated shall be High Girdled. One third (57) of the trees to be treated shall be Base Girdled. One third (56) of the trees to be treated shall be Topped.
3. Topped, top girdled or girdled trees shall be well distributed within unit boundaries as directed by the Authorized Officer. Do not create snags within falling distance of power lines, structures or roads that will remain open after harvesting activities are complete.
4. The Purchaser shall furnish all labor, equipment, supervision, and supplies to perform all work.

### **HIGH GIRDLE:**

1. Girdling height of live trees will vary by stand age and should range from 50-120 feet, or the top-third of the tree. Average girdling height is likely to be 80-110 feet in the 60-70 year old stands, and 60-80 feet in the 40-50 year old stands.
2. Trees High Girdled shall retain 15-25 live limbs that are at least 5 feet in length below the girdled site.
3. All cuts will completely sever the cambium, but not exceed ½ inch depth into the wood of the tree.
4. All cuts will be free of sawdust and debris.
5. High Girdled trees shall be marked with high visibility florescent orange flagging around the bole at a point ten to twenty feet above the ground so that it is readily visible from at least one hundred (100) feet away from the tree in all directions and two pieces of flagging tied to a branch, or bole, directly below the girdling site.

### **TOPPING:**

1. Topping shall be done at a point within approximately 50 to 100 feet in height where the diameter of the main stem is between ten and fourteen (10-14) inches, or as directed by the Authorized Officer.
2. Remove live limbs 10 feet below the point where the tree is topped.
3. Treetops which are severed shall be completely severed from the tree and in such a manner that they are lying completely on the ground. No tops shall remain hung up in tops of other trees or leaning against the bole of any tree.
4. Severed tree tops which land on or immediately adjacent to a constructed fire trail, within a fuel reduction area, or in the right-of-way of a road or designated trail shall be moved as directed by the Authorized Officer the same day in which it was severed.
5. The top of the main stem of the tree shall be cut flat (no face cut notch or angled back cut).

6. The top of the main stem shall then have a vertical “V” notch cut at least six (6) inches down into the stem with the open end of the “V” approximately three (3) inches or 1/3 the diameter of the cut face in width, or be otherwise modified as directed by the Authorized Officer.
7. Florescent orange flagging shall be hung around the bole at a point ten to twenty feet above the ground so that it is readily visible from at least one hundred (100) feet away from the tree in all directions.

**BASAL GIRDLE:**

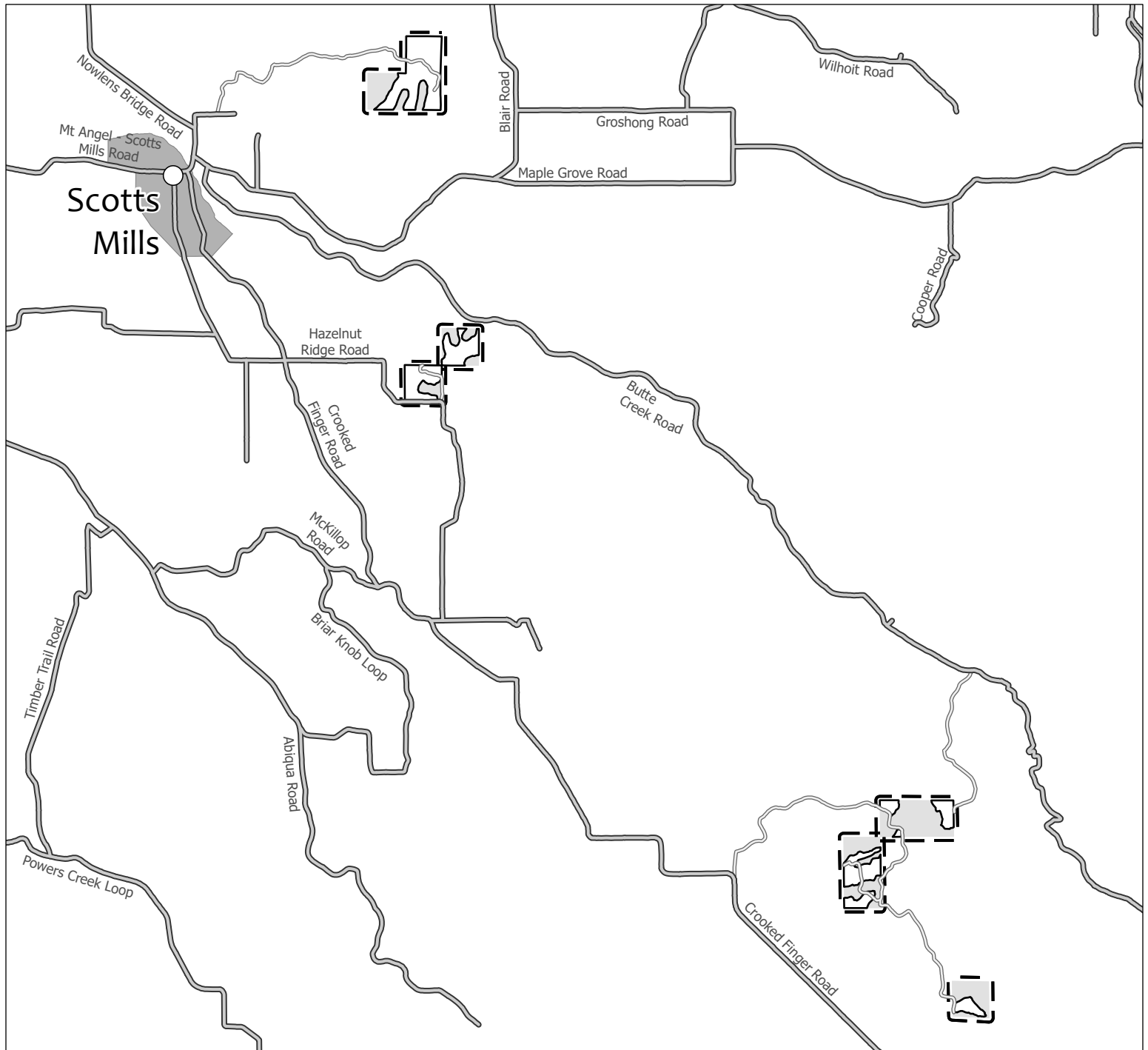
1. The bark and cambium layer shall be completely removed with a chainsaw or hand tools in a band at least twelve (12) inches wide completely around the main stem of the tree at a height between two (2) and eight (8) feet above the ground.
2. No more than one-half (1/2) inch of wood inside the cambium layer shall be cut.
3. Florescent orange flagging shall be hung around the bole at above where the tree was girdled so that it is readily visible from at least one hundred (100) feet away from the tree in all directions.



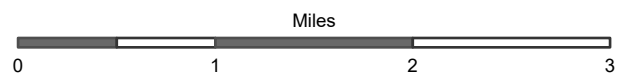
UNITED STATES DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Northwest Oregon District

Cemetery Road  
**Timber Sale Vicinity**

**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**  
T. 6 S. - R. 1 E., Section 13, 25; T. 7 S. - R. 2 E., Section 9, 15 W.M



- |                            |                    |
|----------------------------|--------------------|
| ○ City, Town, or Community | ▭ Timbersale Units |
| — County Road              | ▭ Reserve Area     |
| — Project Access Route     | ▭ Contract Area    |
| ▭ City or Town             |                    |



## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Clackamas	6S	1E	13	NE1/4NW1/4, S1/2NW1/4	Willamette
O&C	Marion	6S	1E	25	NW1/4SE1/4, SE1/4NW1/4	Willamette
O&C	Marion	7S	2E	9	S1/2NE1/4, E1/2S/W1/4	Willamette
O&C	Marion	7S	2E	15	NW1/4SW1/4	Willamette

## Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	8,644.0	9,088.0	9,139.0	107,092	568	19,924
Grandfir	353.0	373.0	373.0	3,222	0	508
Bigleaf Maple	123.0	213.0	228.0	2,368	2,563	2,013
Western Hemlock	33.0	37.0	37.0	358	0	63
Red Alder	8.0	21.0	21.0	262	499	278
<b>Totals</b>	<b>9,161.0</b>	<b>9,732.0</b>	<b>9,798.0</b>	<b>113,302</b>	<b>3,630</b>	<b>22,786</b>

## Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
169.0	26.0	6.0	201.0	45.6

**Logging Costs**

Stump to Truck	\$752,875.21
Transportation	\$369,816.00
Road Construction	\$172,469.74
Maintenance/Rockwear	\$34,524.27
Road Use	\$7,912.91
Other Allowances	\$45,759.44
<b>Total:</b>	<b>\$1,383,357.57</b>
<b>Total Logging Cost per MBF:</b>	<b>\$151.01</b>

**Utilization Centers**

<b>Location</b>	<b>Distance</b>	<b>% of Net Volume</b>
Molalla, OR	21.0 miles	98 %
Lyons, OR	22.0 miles	2 %

**Profit & Risk**

Profit	10 %
Risk	3 %
<b>Total Profit &amp; Risk</b>	<b>13 %</b>

**Tract Features**

<b>Quadratic Mean DBH</b>	17.7 in
<b>Average GM Log</b>	84 bf
<b>Average Volume per Acre</b>	45.6 mbf
<b>Recovery</b>	94 %
<b><u>Net MBF volume:</u></b>	
<b>Green</b>	9,161.0 mbf
<b>Salvage</b>	0 mbf
<b>Export</b>	0 mbf
<b><u>Ground Base Logging:</u></b>	
<b>Percent of Sale Volume</b>	80 %
<b>Average Yarding Slope</b>	18 %
<b>Average Yarding Distance</b>	271 ft
<b><u>Cable Logging:</u></b>	
<b>Percent of Sale Volume</b>	20 %
<b>Average Yarding Slope</b>	58 %
<b>Average Yarding Distance</b>	446 ft
<b><u>Aerial Logging:</u></b>	
<b>Percent of Sale Volume</b>	0 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft

**Cruise**

<b>Cruise Completed</b>	March 2020
<b>Cruised By</b>	J.Poteet, M.Rainey
<b>Cruise Method</b>	
Variable plot on a 210'X210' grid using a 40 BAF for the regen units and a 20 BAF for the thinning units. 100% sampling method was used to get the volume on the Right of way in the thinning units.	

## Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	19,924	8,644.0	\$532.07	\$69.17	\$151.01	\$0.00	\$311.90	\$2,696,063.60
Grandfir	508	353.0	\$359.70	\$46.76	\$151.01	\$0.00	\$161.90	\$57,150.70
Bigleaf Maple	2,013	123.0	\$203.45	\$26.45	\$151.01	\$0.00	\$26.00	\$3,198.00
Western Hemlock	63	33.0	\$339.81	\$44.18	\$151.01	\$0.00	\$144.60	\$4,771.80
Red Alder	278	8.0	\$393.75	\$51.19	\$151.01	\$0.00	\$191.60	\$1,532.80
<b>Totals</b>	<b>22,786</b>	<b>9,161.0</b>						<b>\$2,762,716.90</b>

## 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			1.0 %	73.0 %	24.0 %	2.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				84.0 %	15.0 %	1.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill		Camp Run
Bigleaf Maple					100.0 %		

**Comments:** Camp Run price used

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				86.0 %	12.0 %	2.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill		Camp Run
Red Alder					100.0 %		

**Comments:** camp run price Used

**Cemetery Road****Unit Summary****ORN01-TS-2020.0102****Unit: 1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	3,107.0	3,311.0	3,339.0	9,176
Grandfir	46.0	47.0	47.0	152
Bigleaf Maple	34.0	60.0	61.0	719
Western Hemlock	3.4	5.4	5.4	27
<b>Totals:</b>	<b>3,190.4</b>	<b>3,423.4</b>	<b>3,452.4</b>	<b>10,074</b>

**Net Volume/Acre: 38.9 MBF**

Regeneration Harvest	79.0
Partial Cut	0.0
Right of Way	3.0
<b>Total Acres:</b>	<b>82.0</b>

**Unit: 2**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,216.0	1,275.0	1,275.0	1,768
Grandfir	137.0	146.0	146.0	164
Bigleaf Maple	29.0	55.0	62.0	443
Western Hemlock	5.4	5.4	5.4	5
<b>Totals:</b>	<b>1,387.4</b>	<b>1,481.4</b>	<b>1,488.4</b>	<b>2,380</b>

**Net Volume/Acre: 51.4 MBF**

Regeneration Harvest	25.0
Partial Cut	0.0
Right of Way	2.0
<b>Total Acres:</b>	<b>27.0</b>

**Unit: 3**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,397.0	1,463.0	1,463.0	2,029
Grandfir	158.0	167.0	167.0	189
Bigleaf Maple	34.0	63.0	70.0	508
Western Hemlock	7.0	7.0	7.0	6
<b>Totals:</b>	<b>1,596.0</b>	<b>1,700.0</b>	<b>1,707.0</b>	<b>2,732</b>

**Net Volume/Acre: 51.5 MBF**

Regeneration Harvest	31.0
Partial Cut	0.0
Right of Way	0.0
<b>Total Acres:</b>	<b>31.0</b>

**Unit: 4**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	80.0	84.0	84.0	572
Red Alder	2.0	3.0	3.0	37
Bigleaf Maple	1.0	1.0	1.0	18
<b>Totals:</b>	<b>83.0</b>	<b>88.0</b>	<b>88.0</b>	<b>627</b>

**Net Volume/Acre: 16.6 MBF**

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
<b>Total Acres:</b>	<b>5.0</b>

**Unit: 5**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	893.0	925.0	933.0	1,337
Bigleaf Maple	8.0	10.0	10.0	85
Western Hemlock	6.0	7.0	7.0	9
Grandfir	4.0	5.0	5.0	1
Red Alder	0.0	1.0	1.0	26
<b>Totals:</b>	<b>911.0</b>	<b>948.0</b>	<b>956.0</b>	<b>1,458</b>

**Net Volume/Acre: 75.9 MBF**

Regeneration Harvest	12.0
Partial Cut	0.0
Right of Way	0.0
<b>Total Acres:</b>	<b>12.0</b>

**Unit: 6**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	16.0	17.0	17.0	114
Red Alder	0.0	1.0	1.0	7
Bigleaf Maple	0.0	0.0	0.0	4
<b>Totals:</b>	<b>16.0</b>	<b>18.0</b>	<b>18.0</b>	<b>125</b>

**Net Volume/Acre: 16.0 MBF**

Regeneration Harvest	1.0
Partial Cut	0.0
Right of Way	0.0
<b>Total Acres:</b>	<b>1.0</b>

**Unit: 7**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,064.0	1,107.0	1,115.0	2,899
Bigleaf Maple	10.0	13.0	13.0	136
Western Hemlock	6.2	6.2	6.2	9
Red Alder	4.0	10.0	10.0	126
Grandfir	4.0	4.0	4.0	1
<b>Totals:</b>	<b>1,088.2</b>	<b>1,140.2</b>	<b>1,148.2</b>	<b>3,171</b>

**Net Volume/Acre: 43.5 MBF**

Regeneration Harvest	11.0
Partial Cut	13.0
Right of Way	1.0
<b>Total Acres:</b>	<b>25.0</b>

**Unit: 8**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	127.0	135.0	135.0	915
Red Alder	2.0	5.0	5.0	60
Bigleaf Maple	1.0	2.0	2.0	29
<b>Totals:</b>	<b>130.0</b>	<b>142.0</b>	<b>142.0</b>	<b>1,004</b>

**Net Volume/Acre: 16.3 MBF**

Regeneration Harvest	0.0
Partial Cut	8.0
Right of Way	0.0
<b>Total Acres:</b>	<b>8.0</b>



**Unit: 9**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	744.0	771.0	778.0	1,114
Bigleaf Maple	6.0	9.0	9.0	71
Western Hemlock	5.0	6.0	6.0	7
Grandfir	4.0	4.0	4.0	1
Red Alder	0.0	1.0	1.0	22
<b>Totals:</b>	<b>759.0</b>	<b>791.0</b>	<b>798.0</b>	<b>1,215</b>

**Net Volume/Acre: 75.9 MBF**

Regeneration Harvest	10.0
Partial Cut	0.0
Right of Way	0.0
<b>Total Acres:</b>	<b>10.0</b>

**Comments:**

Row Volume unit 1. Doug fir- 114 mbf, Grand fir - 2 mbf, Big leaf maple - 1 mbf, Western Hemlock - 0 mbf.

Row Volume unit 2. Doug fir- 90 mbf, Grand fir - 10 mbf, Big leaf maple - 2 mbf, Western Hemlock - 0 mbf.

Row Volume unit 8. Thinning Doug fir- 38 mbf, Grand fir - 0 mbf, Big leaf maple -0 mbf, Western Hemlock - 0 mbf.

Unit 7 Thinning Volume. Doug fir- 207 mbf, Big leaf maple - 2 mbf, Red alder - 4 mbf.

Total Stump To Truck	Net Volume	\$/MBF
\$752,875.21	9,161.0	\$82.18

## Stump to Truck: Falling, Bucking, Yarding, &amp; Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Wheel Skidder	GM MBF	461.0	\$135.77	\$62,589.97	Partial cut units, 4 loads per day, 5000 bf per load, \$3.00 per gallon fuel, short yarding distance
Cable: Medium Yarder	GM MBF	1,946.0	\$98.44	\$191,564.24	7 loads per day, 5000 bf per load, \$3.00 per gallon fuel, short yarding distance
Wheel Skidder	GM MBF	7,325.0	\$67.88	\$497,221.00	Regen units 8 loads per day, 5000 bf per load , \$3.00 per gallon fuel, short yarding distance
<b>Subtotal</b>				<b>\$751,375.21</b>	

## Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
<b>Subtotal</b>				<b>\$0.00</b>	

## Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Wheel Skidder	Total	3.0	\$500.00	\$1,500.00	additional move in required for multiple road systems.
<b>Subtotal</b>				<b>\$1,500.00</b>	

## Comments:

All Right of way volume has been lumped in with the regen ground based logging production rates

Total	Net Volume	\$/MBF
\$369,816.00	9,161.0	\$40.37

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Molalla, OR	21.0	Saw Logs	GM MBF	9,498.0	\$38.00	\$360,924.00	98 %
Lyons, OR	22.0	Hardwood Logs	GM MBF	234.0	\$38.00	\$8,892.00	2 %

**Comments:**

Using the numbers provided by District C/A's miscellaneous cost sheet as per instructions of the District C/A.

**Engineering Allowances**

Total	Net Volume	\$/MBF
\$214,906.92	9,161.0	\$23.46

Cost Item	Total Cost
Road Construction:	\$172,469.74
Road Maintenance/Rockwear:	\$34,524.27
Road Use Fees:	\$7,912.91

**Comments:**

Road use fees due 3rd party \$7,912.91, Rockwear \$15,679.77, Maintenance \$18,844.50, Construction \$172,469.74

Total	Net Volume	\$/MBF
\$45,759.44	9,161.0	\$5.00

**Environmental Protection**

Cost item	Total Cost
Basal Girdling	\$1,596.00
High Girdling	\$4,104.00
Tree Topping	\$4,350.00
Cold water Equipment Wash	\$400.00
10% administration fee for snag creation	\$1,005.00
<b>Subtotal</b>	<b>\$11,455.00</b>

**Logging**

Cost item	Total Cost
Small cat used for assist	\$5,000.80
<b>Subtotal</b>	<b>\$5,000.80</b>

**Road Construction, Maintenance, Use, & Decommissioning**

Cost item	Total Cost
Logging Cost For private ROW	\$203.64
<b>Subtotal</b>	<b>\$203.64</b>

**Slash Disposal & Site Prep**

Cost item	Total Cost
Landing Pile Cover, Burn	\$1,200.00
Machine Pile Construction, Cover, Burn	\$27,900.00
<b>Subtotal</b>	<b>\$29,100.00</b>

**Comments:**

FUELS-Landing Pile Cover, Burn - Pile & Cover = \$600.00, Pile Burn = \$600.00 Total = \$1200.00

Machine Pile Construction, Cover, Burn - Pile & Cover = \$23,250.00, Pile Burn = \$4,650.00 Total = \$27,900.00. Adverse haul small cat \$94 per hour X 53.2 Hours = \$5000.80

, Logging cost for Private ROW = MBF X Ground base logging cost used for the regen units.

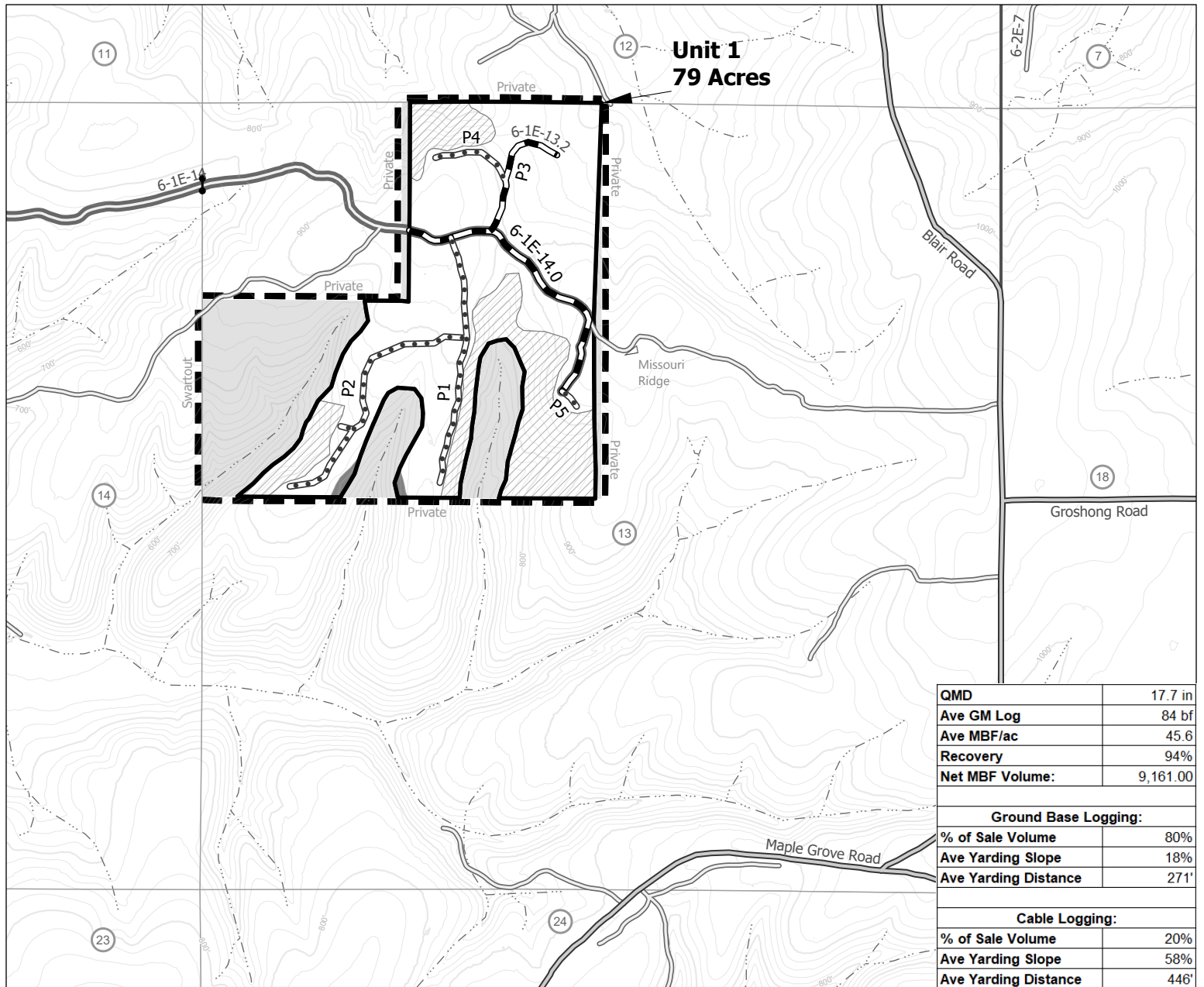
all private right of way volume to be cut and decked onsite to be disposed of by owner.



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Cemetery Road  
Timber Sale  
**Appraisal Map**  
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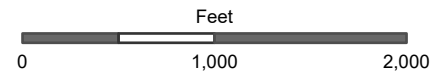
**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**  
T. 6 S. - R. 1 E., Section 13, W.M.



QMD	17.7 in
Ave GM Log	84 bf
Ave MBF/ac	45.6
Recovery	94%
Net MBF Volume:	9,161.00
Ground Base Logging:	
% of Sale Volume	80%
Ave Yarding Slope	18%
Ave Yarding Distance	271'
Cable Logging:	
% of Sale Volume	20%
Ave Yarding Slope	58%
Ave Yarding Distance	446'

Contour Interval: 20'

- Gate
- Road to be Constructed
- Road to be Renovated
- County Road
- Existing Road
- Haul Route
- Stream
- Leave Island
- Ground-Based Yarding
- Cable Yarding
- Unit Boundary
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
Leave Island	4 Acres
Road Right-of-Way	6 Acres
Reserve Area	195 Acres
Total Contract Area	400 Acres

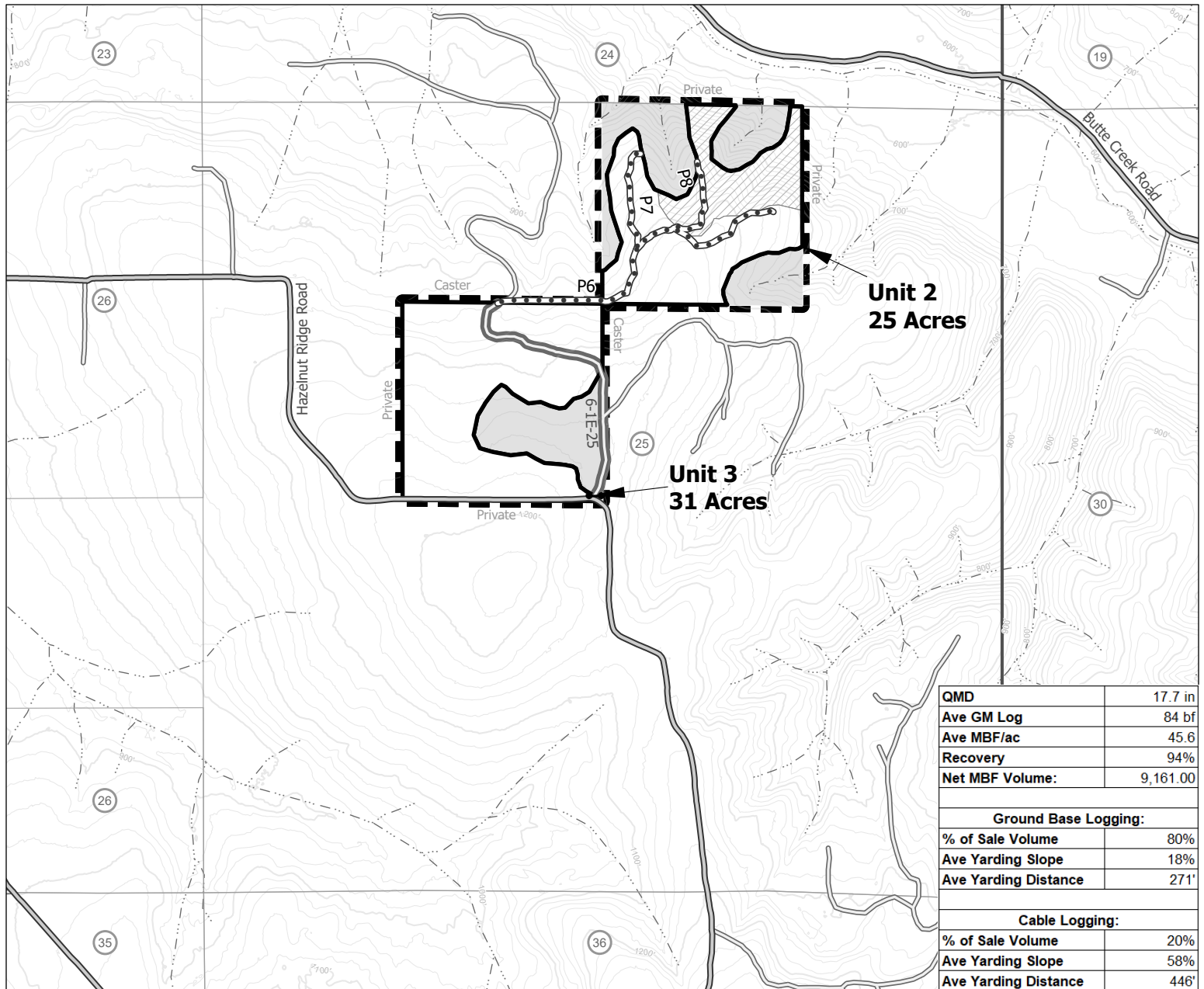
Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.



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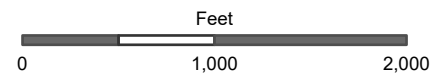
Cemetery Road  
Timber Sale  
**Appraisal Map**  
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**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**  
T. 6 S. - R. 1 E., Section 25, W.M.



Contour Interval: 20'

- Gate
- Road to be Constructed
- County Road
- Existing Road
- Haul Route
- Stream
- Ground-Based Yarding
- Cable Yarding
- Unit Boundary
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
Leave Island	4 Acres
Road Right-of-Way	6 Acres
Reserve Area	195 Acres
Total Contract Area	400 Acres

Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

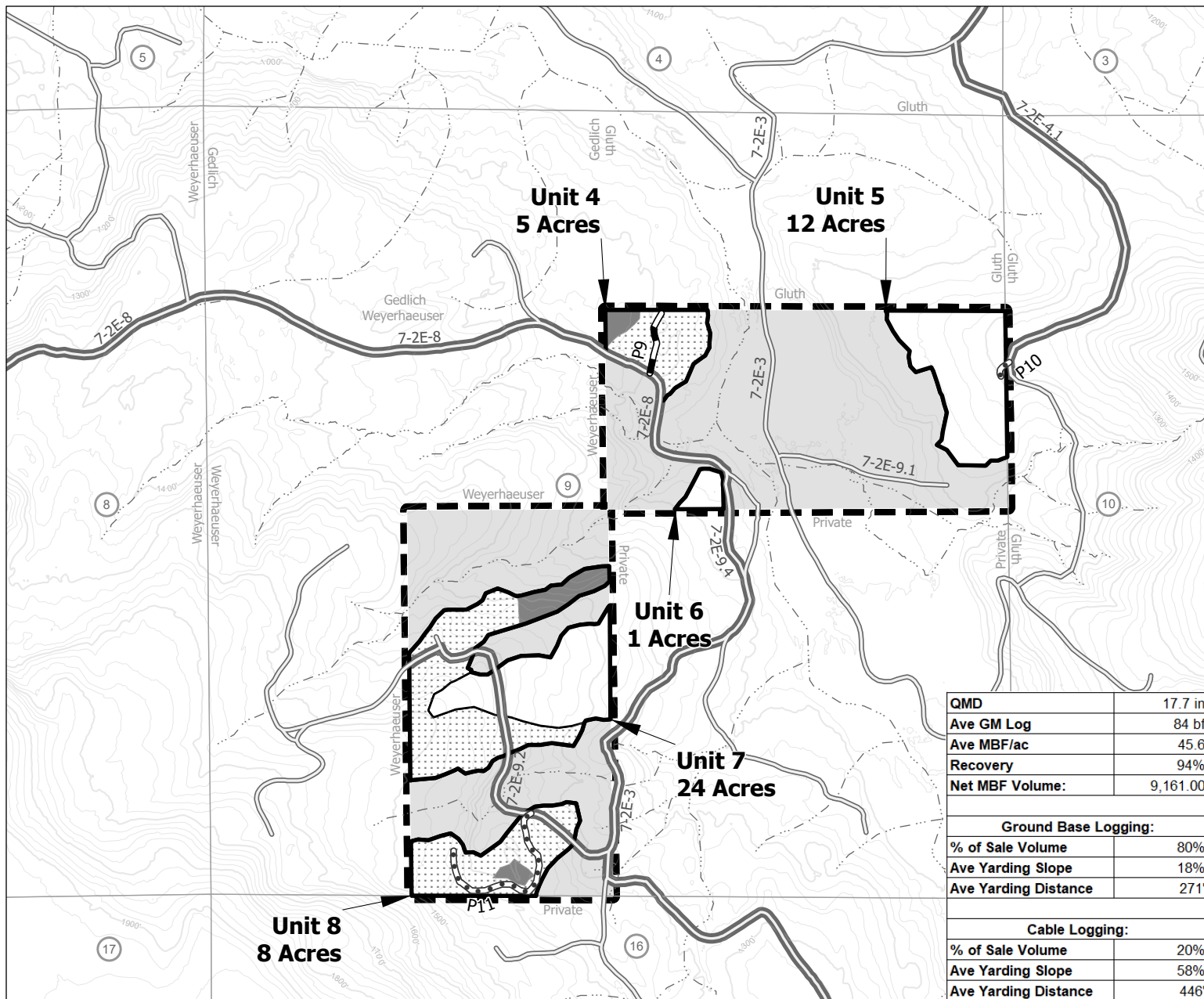


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Cemetery Road  
Timber Sale  
**Appraisal Map**  
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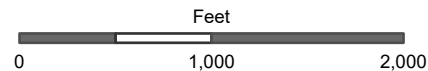
**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**

T. 7 S. - R. 2 E., Section 9, W.M.



Contour Interval: 20'

- Road to be Constructed
- Road to be Renovated
- Existing Road
- Haul Route
- Stream
- Leave Island
- Ground-Based Yarding
- Unit Boundary
- Partial Harvest Area
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
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Road Right-of-Way	6 Acres
Reserve Area	195 Acres
Total Contract Area	400 Acres

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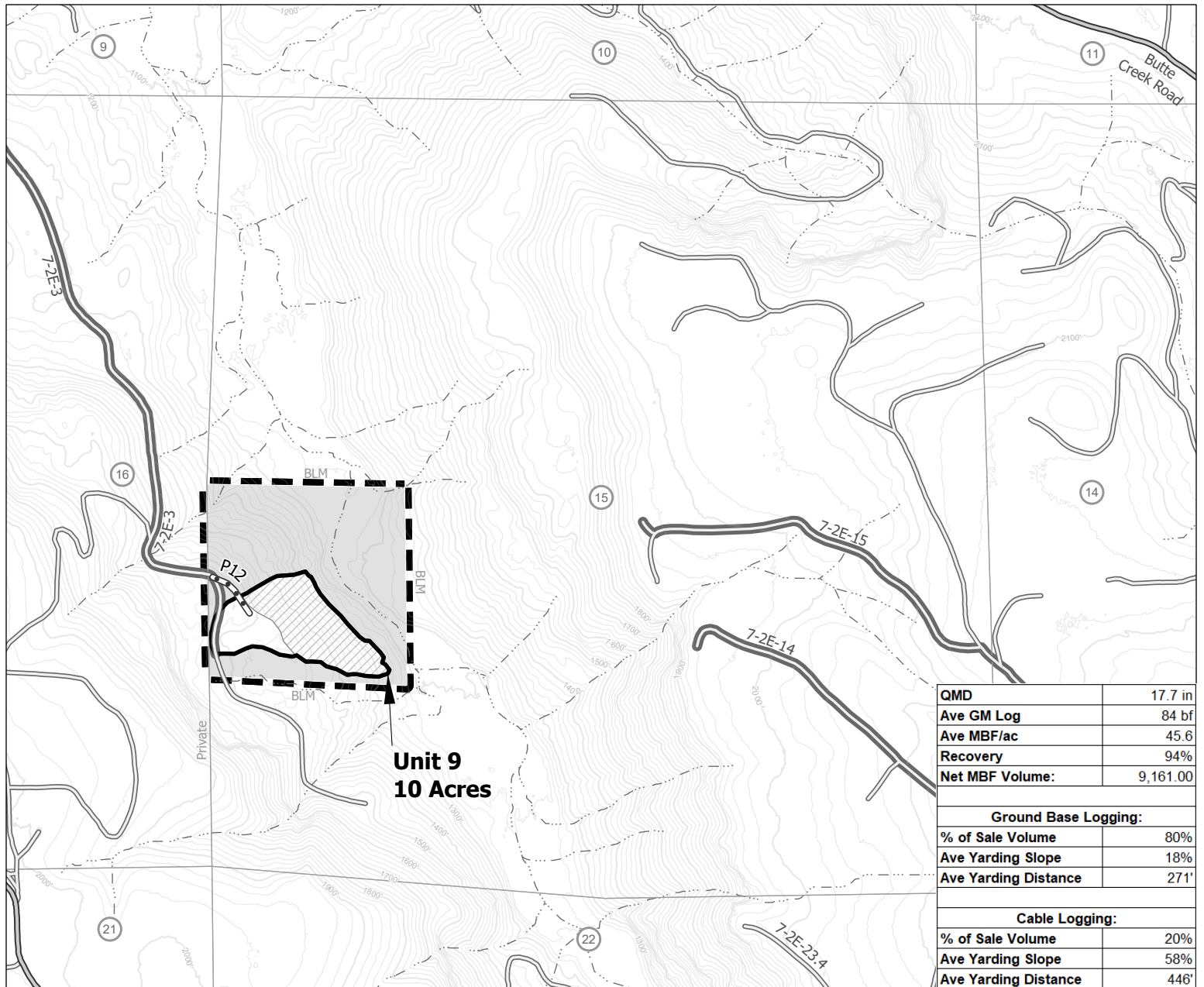




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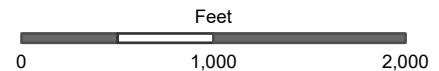
Cemetery Road  
Timber Sale  
**Appraisal Map**  
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**TIMBER SALE CONTRACT MAP - ORN01-TS-2020.0102**  
T. 7 S. - R. 2 E., Section 15, W.M.



Contour Interval: 20'

- Road to be Constructed
- County Road
- Existing Road
- Haul Route
- Stream
- Ground-Based Yarding
- ▨ Cable Yarding
- Unit Boundary
- Regeneration Harvest Area
- Contract Area
- Reserve Area



Regeneration Harvest Area	169 Acres
Partial Harvest Area	26 Acres
Leave Island	4 Acres
Road Right-of-Way	6 Acres
Reserve Area	195 Acres
Total Contract Area	400 Acres

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