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

Fawn Two Timber Sale ORN01-TS-2017.0103 Date: April 26, 2017

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 (BLM) will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, May 24, 2017.

THIS TIMBER SALE NOTICE does <u>not</u> 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 Stayton Mail on or about April 26, 2017. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(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.

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign 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. Also, Form 5450-17, Export Determination must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

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 MODIFICATION, SUSPENSION OR 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. <u>The prospectus for this sale is also available online at: https://www.blm.gov/or/resources/forests/index.php.</u> 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

NORTHWEST OREGON DISTRICT CASCADES FIELD OFFICE SALEM DISTRICT MASTER UNIT

SALE DATE: May 24, 2017

CONTRACT NO. ORN01-TS-2017.0103, FAWN TWO TIMBER SALE: MARION COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$125,600.00.

All timber designated for cutting on: NE1/4, E1/2 NW1/4, N1/2SE1/4, Sec. 25, T. 8 S., R. 3 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	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
3,228	Douglas-fir	3,198	\$371.40	\$1,187,737.20
1,891	western hemlock	280	\$243.70	\$68,236.00
5,119	Totals	3,478		\$1,255,973.20

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u>: 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.

<u>CRUISE INFORMATION</u>: Volume for Douglas-fir and western hemlock in the regeneration harvest units has been cruised using the 3P system to select sample trees. The right-of-way volumes were based on a 100% cruise. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species: the average tree is 20.4 inches DBHOB; the average log contains 127 bd. ft.; the total gross volume is approximately 3,658 MBF and 95% recovery is expected.

<u>CUTTING AREA</u>: Two units totaling approximately 59 acres shall be Regeneration Harvest and approximately 1 acre of right-of-way will be cut. Acres shown on Exhibit A have been computed using a Trimble Geo XT 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: All directions originating from the town of Mehama, Oregon.

Access to the units as follows:

- Head East on Highway 22
- Turn left on to N. Fork Road/Little North Fork Road (County Road 960) for approximately 15.0 miles
- Turn left on to 8-4E-31 (Fawn Creek Road) for approximately 1.3 miles to arrive at Unit 2. (requires 4C17gate key)

ACCESS AND ROAD MAINTENANCE:

Gate keys are required for access. Prospective bidders may obtain a 4C17 key from the Northwest Oregon District Office, Monday through Friday from 7:45 a.m. to 4:30 p.m. A credit card is required at the time of checking out a key. A \$50.00 charge will apply if key is not returned.

In the use of Bureau of Land Management controlled roads which the Purchaser is authorized to use, the Purchaser shall pay a road maintenance obligation for rockwear in the amount of four thousand, one hundred, forty-one and 45/100ths dollars, (\$4,141.45) to the Bureau of Land Management. The Purchaser will be required to maintain certain Bureau of Land Management controlled roads as shown on Exhibit E map.

Purchaser maintenance shall include frequent blading and shaping of road surface; spot rocking; 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.

<u>ROAD CONSTRUCTION AND RENOVATION</u>: The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

1. <u>New Construction</u>:

P1, Road 8-3E-25.7, 847 feet, 14-foot subgrade, outsloped, no ditch, Surfacing-natural, Usable width 12 feet.

P2, Road 8-3E-25.8, 275 feet, 14-foot subgrade, outsloped, no ditch, Surfacing-natural, Usable width 12 feet.

2. <u>Renovation</u>:

2.93 miles of road to be brushed, bladed with grader, spot rocking, ditch cleaned, clean inlet, outlet and barrel of all existing culverts. Replace 4 existing culverts and asphalt patch one culvert installation site. 2.27 miles of the 2.93 miles of road to have a 4" compacted lift of 1½ inch minus crushed rock material.

3. <u>Estimated Quantities</u>:

Culvert and Flume:

With Purchaser supplied materials, install 140 feet of 24 inch diameter culvert, 10 feet of full round flume, includes all needed culvert bands and turner elbows. Construct 4 splash pads and install culvert markers at new and all existing culverts. Place ½ inch bolt, nut and washers at inlet and outlet of all newly installed and existing corrugated-polyethylene pipe culverts. Seed, fertilize and mulch all culvert installation sites. All culvert installation sites to be back filled and compacted with 1½ inch minus crushed rock material. One culvert installations site to have the existing asphalt cut and a 4 inch deep layer of high performance polymer modified cold asphalt material placed.

Clearing:

0.80 acres of new construction

Excavation:

552 cubic yards of common

Aggregate Material:

Quantity

2.27 miles, 4" compacted lift, 12' running surface,
4% curb widening, 5 turnouts rocked.
300 cubic yards maintenance rock.

Description 1¹/₂ inch minus crushed rock

Rock Sources: Aggregate to be purchased from commercial source. Aggregate to be hauled, processed and compacted.

4. <u>Miscellaneous Items</u>:

Right-of-way Debris Disposal:

Debris resulting from new construction on BLM shall be disposed of by scattering.

Watering: as needed Rolling: Total = 23 hours

5. <u>Major Structures</u>:

Purchaser will be required to secure all necessary permits from Marion County for any overweight, over length or over width equipment to be hauled over any structures requiring such a permit.

6. <u>Final Maintenance</u>:

Shape with grader 3.14 miles of road, place water bars on 0.21 mile of road and construct 2 barricades consisting of either a debris or trench and berm barricade.

With Purchaser supplied materials; seed, fertilizer and mulch 0.80 acres of newly constructed roads, disturbed areas and culvert installation sites.

7. <u>Other:</u>

All earth moving equipment to be washed prior to entry onto BLM lands. Purchaser may surface newly constructed roads using either a BLM rock quarry or a Purchaser rock source approved by BLM. All associated costs are to be absorbed by Purchaser.

- Sec. 41.a-e. Reserved Timber
- Sec. 42.e-g. Seasonal Restrictions
- Sec. 42.h. Safety
- Sec. 42.w. Slash Disposal

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No timber falling due to nesting migratory birds (42.e)												
No in-stream work to protect water quality (42.f.)*												
No road construction, road renovation, skidding or hauling on natural surface roads due to wet weather (42.g.)*												
Operations Res	stricte	ed				•	•	•		•	•	
No Restriction	5											

*Seasonal restrictions may be shortened or extended as determined by Authorized Officer.

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

a. All timber on 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 trees marked with orange paint in the Regeneration Harvest Area shown on Exhibit A.

c. All snags greater than fifteen (15) inches diameter at breast height outside bark in Regeneration Harvest Area shown on Exhibit A.

d. All hardwoods greater than seven (7) inches diameter at breast height outside bark in Regeneration Harvest Area shown on Exhibit A.

e. All existing down logs greater than twenty (20) inches diameter on the large end and greater than twenty (20) feet long in Regeneration Harvest Area.

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. In the Regeneration Harvest Area – Ground-Based Yarding Area shown on Exhibit A, 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. Before felling and yarding any timber, except skid road right-of-way timber, in the Regeneration Harvest Area – Ground-Based Yarding Area the Purchaser shall locate and construct designated skid trails as follows:

1. Mark the location of designated skid roads on the ground in a method approved by the Authorized Officer.

2. Space designated skid roads at a minimum of one hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.

3. Ground-based operations shall be limited to slopes of thirty five (35) percent or less, and existing skid roads should be used to the greatest extent possible and be located perpendicular to the slope to minimize road cutting.

4. Obtain approval from the Authorized Officer of the location of all designated skid

roads.

5. Limit width of each skid road to a maximum of twelve (12) feet.

d. In the Regeneration Harvest Area – Skyline Yarding Area shown on Exhibit A, all yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground.

e. 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 Officer.

f. No timber falling shall be conducted on the Contract Area between April 15th and July 31st of one calendar year both days inclusive due to nesting migratory birds.

g. No in-stream work shall be conducted between October 16th of one calendar year and May 31st of the following calendar year both days inclusive to protect water quality.

h. No road construction, road stabilizing, skidding or hauling on natural surface roads shall be conducted on the Contract Area between December 1st of one calendar year and May 31st of the following calendar year both days inclusive as determined by the Authorized Officer.

SAFETY

i. 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

j. The Purchaser shall construct and renovate roads in strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.

k. The Purchaser shall have the option to rock roads to be constructed, as shown on Exhibit A, in accordance with specifications shown in Exhibit C. Any additional cost for rocking these roads will be at the Purchasers expense.

1. Any required construction or renovation of roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.

m. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.

n. Upon completion of site preparation the Purchaser shall rip the entire compacted width of roads, water bar, construct barricades, seed and fertilize in accordance with the plans and specifications shown on Exhibits D, E and G, which are attached hereto and made a part hereof.

o. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 42.q. and pay the required rockwear obligation described in Section 42.p. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification of the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
8-3E-25, A part	0.12	BLM	ASC
8-3E-25.4, A	0.54	BLM	ASC
8-3E-25.7, All	0.16	BLM	Natural
8-3E-25.8, All	0.05	BLM	Natural
8-3E-31, A thru D/2 part	2.27	BLM	ASC

p. The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of four thousand, one hundred, forty-one and 45/100ths dollars (\$4,141.45), for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 42.0. The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area; provided, however, that if the total of such amount exceeds five-hundred dollars (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Sec. 3 of this contract.

q. The Purchaser shall perform any road repair and maintenance work on roads used for operations, under the terms of Exhibit D, "Purchaser Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof.

r. The Purchaser also 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.

s. The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government-owned or private bridges or culvert structures when such vehicles or equipment exceed the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Tracked-type equipment shall not be allowed to cross over concrete-bridge decks, other concrete surfaced structures, or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer or bridge owner when crossing with protective devices.

Details of such equipment shall be furnished to the Authorized Officer or bridge owner for evaluation of load characteristics at least fifteen (15) days prior to proposed move in.

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicles.
- F. Operating speed.
- G. Frequency of use.
- H. Special features (e.g., running tracks, overhang loads, etc.)

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over dimension or tracked vehicles or equipment: (1) without written approval, or (2) in violation of the conditions of a written approval, or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following technical inspection and evaluation.

ENVIRONMENTAL PROTECTION

t. 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.

u. In additions to the requirements set forth in Sec. 26 of this contract, he 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.

v. The Purchaser shall immediately discontinue specified construction or 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 reinitiation 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) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (5) 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;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed

timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

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

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

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

The Contracting Officer may determine that it is necessary 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 through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD manage and/or protection buffer standards and guidelines or management direction for the survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event the contract is modified or cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract

area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding 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

w. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. 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.

SLASH DISPOSAL

x. 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:

1. 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. 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.

2. Excavator pile and burn slash on approximately 35 acres within ground based portions of harvest units. Slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of earth. 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.

a. Unmerchantable logs greater than sixteen (16) 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 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.

d. A 10-foot by 10-foot cover of four (4) millimeter 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.

e. Cutting Areas shall be piled during the same season that they are logged.

Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, 3. 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 by securely covering each pile with .004 inch 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.

y. 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.x. 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 and Burning 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. Five-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, six (6) 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 personnel will be directly supervised by a BLM representative.

2. For 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. Five-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with one (1) power saw, one (1) backpack pump, and 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 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

z. 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.

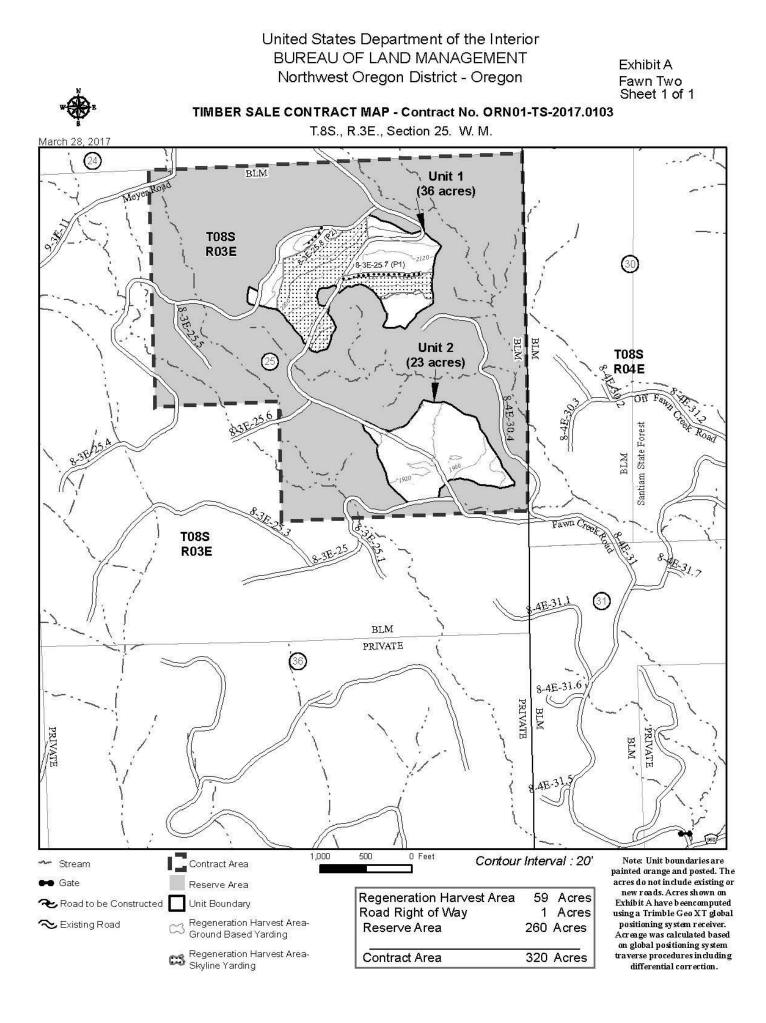
Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum 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.



Form 5450-3a

(February 1986)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No. ORN01-TS-2017.0103

Fawn Two

EXHIBIT B/PRE-SALE

5450-3

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 VOLUM (Units Spec		JANTITY		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE	
Douglas Fir		3,1	198.0	MBF	\$371.40	\$1,187,737.20	
Western Hemlock		1	280.0	MBF	\$243.70	\$68,236.00	
TOTALS			3,478.0	MBF		\$1,255,973.20	
The apportionment of the total purchase p	rice is as follows:						
<u>Unit 1</u>							
Douglas Fir	1,783.0 MBF	Х	\$371.40		\$662,206.20		
Western Hemlock	215.0 MBF	Х	\$243.70	=	\$52,395.50		
Total	1998.0 Mbf				\$714,601.70	36.0 acres = \$19,850.05/Acre	
<u>Unit 2</u>							
Douglas Fir	1,333.0 MBF	Х	\$371.40	=	\$495,076.20		
Western Hemlock	65.0 MBF	Х	\$243.70	1	\$15,840.50		
Total	1398.0 Mbf				\$510,916.70	23.0 acres = \$22,213.77/Acre	
<u>Unit RW1</u>							
Douglas Fir	82.0 MBF	Х	\$371.40		\$30,454.80		
Total	82.0 Mbf				\$30,454.80	1.0 acres = \$30,454.80/Acre	

U.S. DEPT. OF THE INTERIOR Bureau of Land Management Northwest Oregon District

150: ROAD PLAN AND DETAIL SHEET

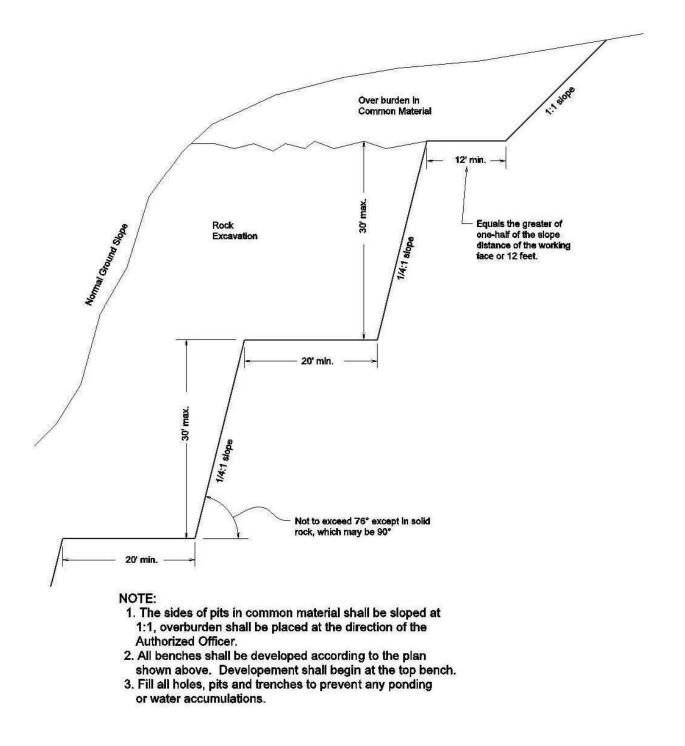
CLEARING ROAD WIDTH SURFACING (*5) Ä ALIGNMENT GRADIENT WIDTH (*7) (*1 & 4) LENGTH mi. or sta. SECTION TY ROAD NUMBER STATION OR TO STATION MILE POST OR MILE POST BASE COURSE SURFACE COURSE Beyond Existing Minimum REMARKS Maximum Maximum Radius of Top Toe Cut Fill L R Width Depth Subgrd, Ditch No. of Lifts Favorable Adverse Comp. Surface Grading Depth Type (*3) Size (*3) Surface Grading Type (*3) Size (*3) Minimum No. of Curve Width Lifts 8-3E-25 Renovation, Spot Rock Renovation, Spot Rock 0.00 0.12 0.12 6 8-3E-25.4 0.25 P1 8+47 P2 2+75 2.27 0.54 6 0.00 P1 0+00 P1 8-3E-25.7 3 5% New Construction, May Rock at Purchaser Expense 75 14' 0.16 5% 16% P2 0+00 0.00 New Construction, May Rock at Purchaser Expense 1 Renovation, Replace Culverts P2 8-3E-26.8 0.05 3 75' -4" ASC C=1 1/2" 1 12 8-3E-31 2.27 8 Cut slope - Out slope *NOTES -Cut sions Minimum Top Alleinum Top Course width 1.1 1.1 1. Extra subgrade widths Add to each shoulder, 1 ft, for file of 1-6 ft, and 2 ft, for file over 6 ft. Widen the inside 3 4. <u>Turnouts</u> Width - 10 ft. In addition to subgrade width, Minineura Basa Gourse midth Minimum Base Clourse width 3 -Fill slope 14 or as shown on the plane. Located approximately as shown on the plane. Intervielble and not more than 750 ft. spart. Garage State 1.5 Sales of 14' 1.5 shoulder of curves as follow: 1 fL for 75 fL radius 2 fL for 60 fL radius Se width -Fill slave Subgrade we Type 3 bornda well Type 1 Type 4 Typical Surfacing Section Type 2 Typical Surfacing Section Instoped 5. Surfacing Typical Grading Section Outsiezed Typical Grading Section Instoped Turnouts, curve widening and road approach aprona shall be surfaced. 2 Backslopes Outsloped Materials Cut slopes Fill elopes 18 K. Solid rock 1/4:1 NOTE: TYPE 2 through 5 TYPICAL SECTIONS not to be used where grade exceeds 6% Angle of repose 6. Clearing vidth See Section 200 25 nt taper Soft rock and shale 1/2:1 Common Slopes under 55% 1:1 26 ft. min. 1-1/2-1 7. As posted and painted for Right-of-Way: ¢ Slopes over 55% 3/4:1 1-1/2:1 1:1 stope from euligrade. Depth may be exceeded 8. Drainage See Culvert List, Sheet <u>1 of 4</u>. 12 Minimum Top Counts width Note: Full bench construction is required on side Cut sino Turnout 6. 12' 101 longth 1.1 slopes exceeding 60%. 21 50 feet 9. Grading See Sections 300 & 500 1'-Surface type PRR - Pit ruin rock GRR - Grid rolled rock SRN - Sorcened rock JRR - Jew run rock ABC - Aggr. base course ASC - Aggr. surface course WC - Wood chips 1 Surfece Cours 1.5 14 Subgrade width Grading 16' 1.5 A - 3 -- 4 B - 2" C - 3" jew run Died 1 Roadway 25 ft taper (bese course) 10. Competition See Sections 300, 500 and 3 1 25 ft. min. Туре 5 PLAN Typical Truck Turnaround C - 1-1/2" D - 1" E - 3/4" 1200 Type 6 Typical Surfacing Section (surface Typical Grading Section w / Ditch PLAN **Typical Turnout**

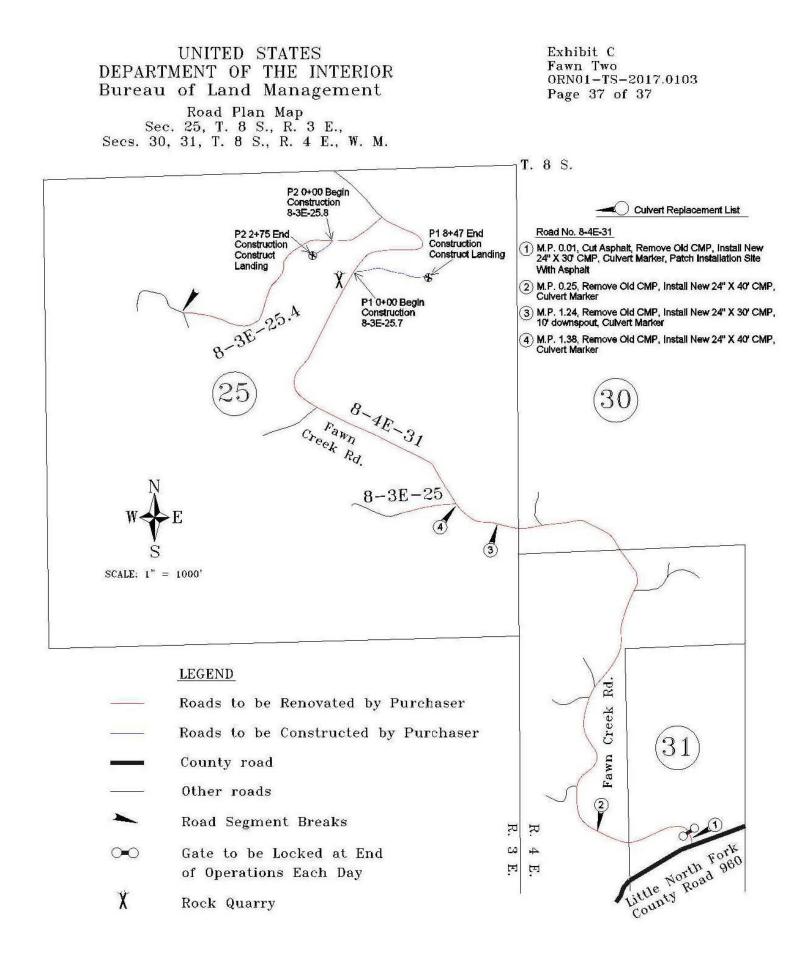
EXHIBIT C Fawn Two ORN01-TS-2017.0103 Sheet 8 of 37

							CUL\	/ER	ΤL	IST											NO.	TE:				
				CULVER	T LOCA	TION	IS					DOWN	SPOUT	A							1.	DESIG	NED CU	LVER	LEN	3THS
		DESIGN	6.6.6.69		1 .	_	AS	BUIL	r		<u> </u>	DOWN				T	∕∂				100 C 100	ALL C				
ROAD NO. STATION OR M.P.	SIZE	CAGE	ENGTH	SKEW	INSTAL- LATION	, R	OAD NO. STATION OR M.P.	SIZE	GAGE	LENGTH	ТүрЕ	SIZE	LENGTH	TYPE OF	CULVERT MARKERS	REMAR	RKS				OTH	ALL C 1/2" CC HERWISE SEE C	NOTED).		
8-4E-31	0.00	-		Came											Plane			-96 - 863			SHI	EET.	ULVERI	1021	ALLAN	GN
M.P. 0.01 M.P. 0.25	24" 24"	CMP	TARGES SAL		Same			-	<u> </u>		_	- 10			X	Replace, Replace,					\mathbb{A}	DOWN	SPOUT	TYPE	S;	
M.P. 1.24 M.P. 1.38	24" 24"	CMP	30'	Same	Same						1	24"	10'	2	XX	Replace, Replace,	Con	struct	Splash F	ad		1. F 2. H 3. R	ULL RC IALF RC ECTANG)UND)UND GULAR	FLUM	E
																					A		TYPES			
																						FABRIC	ONVENT CATED URNER LIP JOI	TYPF	OR	
		2																			STE	INCLUE RUCTURI OTINGS,	DE SPE ES, HE	CIAL ADWAL	LS.	
					\$ \$										2 2 2 2 2 2	8					dia	CPP=Co imeter j Alumini	pipe m	ay be	eithe	ipe, 24* r CPP e.
																							AGE	DEC.	EQUIV. HES	
		-	12			9		-	-	s						8				1 1			10	STEEL	.135	
			б. 13			-0										5 2							12	.109	.105	
	-	2	-													-							14 16	.079	.075	
			2	- P		5			2						0					-			ALWAYS '			Y
	1										-											-	D STATES D	EPARTME	NT OF TH	E INTERIOR
										MA	10000				тн								Bureou o SALEM D	ISTRICT	- ORE	nt GON
PIPE AR	CH CUL	VERT	55	1			AL PLATE C			See	24	16	2	14		-		uts 🗛	-				entis -		-	183943
MATL SIZE GA	AGE CORR	NS LE	I GTH	-	MATL S	ZE G	AGE CORRUG	LENG	Тн	Section 400	n –			_			SIZE 24"	LENGTH	-			CU	ULVEF	RT S	UMM	ARY
	-	-		-	- 0	-		-		-100	-	-	-	-		-	24	10				DRAWN S	Sleven Dilleric	k	SCALE	not to scale
	6 		j.	Ī		1	6. 20	Ľ					Total	14	0'		1		1		1	DAIE	2014		SHEET	1 01 4
0R080 5430-17 Sheet 1 of 4																							Page 17 of 37	Sale Fawn Two	Contract No. ORN01-TS-2017.0103	U.S. DEPT. OF THE INTERIOR Bureou of Land Management NORTHWEST OREGON DISTRICT

Typical Mining and Quarry Development Plan

EXHIBIT C Fawn Two ORN01-TS-2017.0103 Sheet 29 of 37





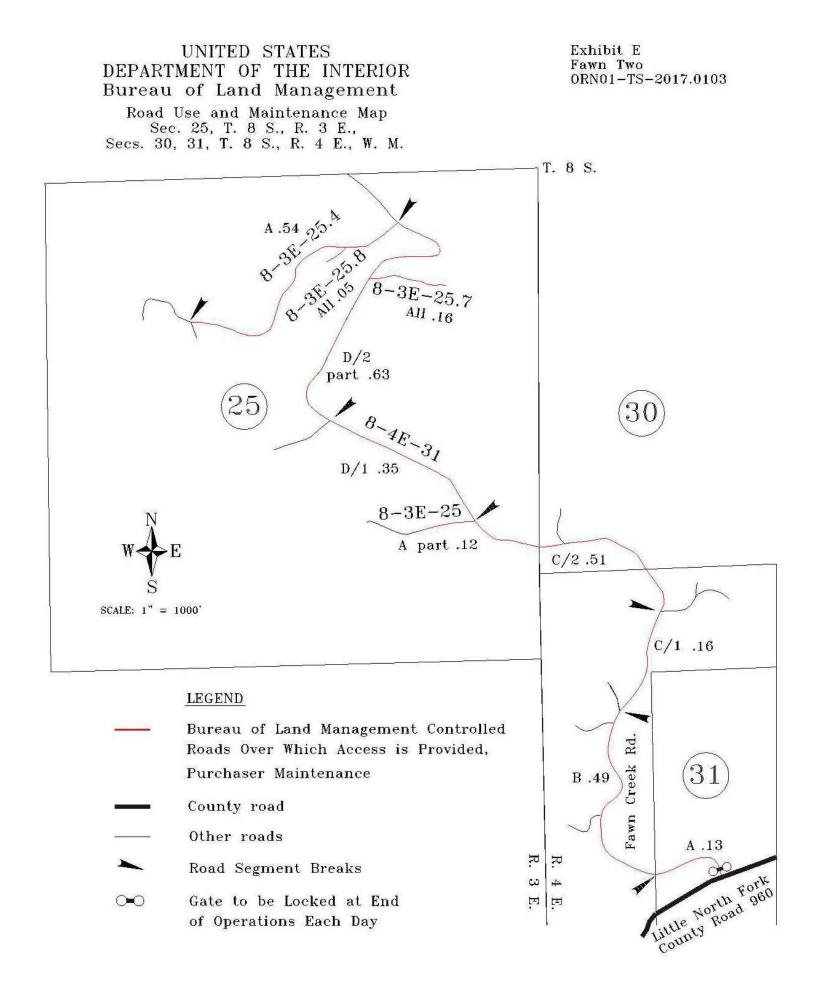


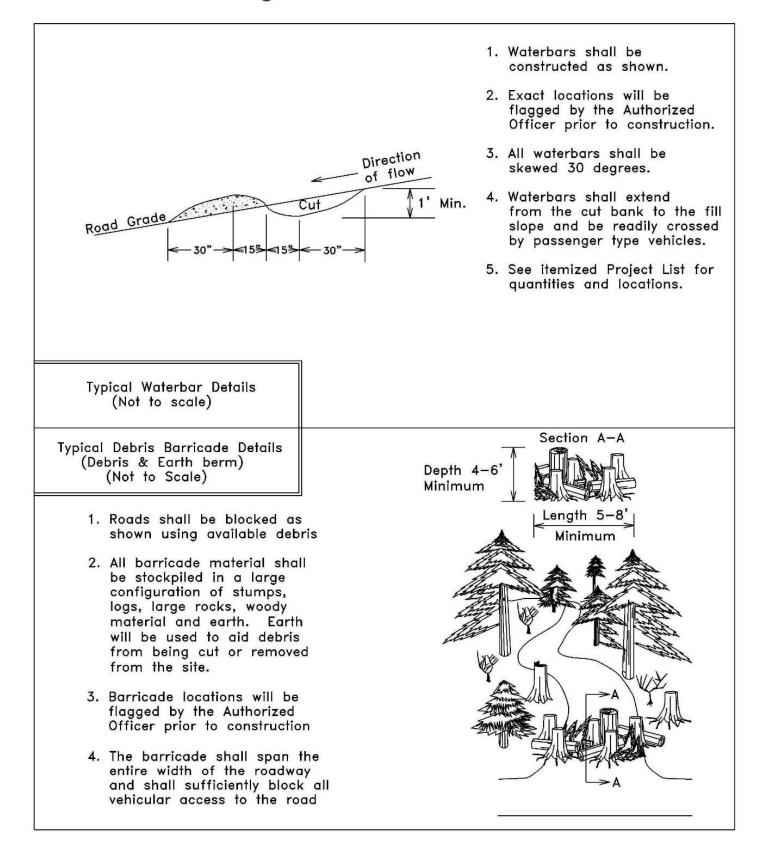
Exhibit G Fawn Two ORN01-TS-2017.0103 Page 1 of 1

Special Provisions for Ripping

- 1. Ripping shall be accomplished with rear-mounted rippers mounted on a D-6 equivalent or larger crawler tractor.
- 2. If the spacing between ripper shanks exceeds 30 inches, additional passes, offset by half the distance between ripped shanks, shall be required to achieve a maximum distance of 30 inches between furrows.
- 3. The ripper shall rip to a twenty-nine (29) inch minimum depth and shall sufficiently loosen compacted soil. Multiple passes may be required to achieve this standard.
- 4. The Purchaser shall rip the entire compacted width of the road, landing, and/or other compacted area, as directed by the Authorized Officer. Purchaser shall not rip through culverts on existing roads to be ripped.
- 5. Prior to commencement of ripping operation, all equipment shall meet the approval of the Authorized Officer.
- 6. Areas, which in the opinion of the Authorized Officer, have been recompacted by equipment travel after ripping, shall be re-ripped.

U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District

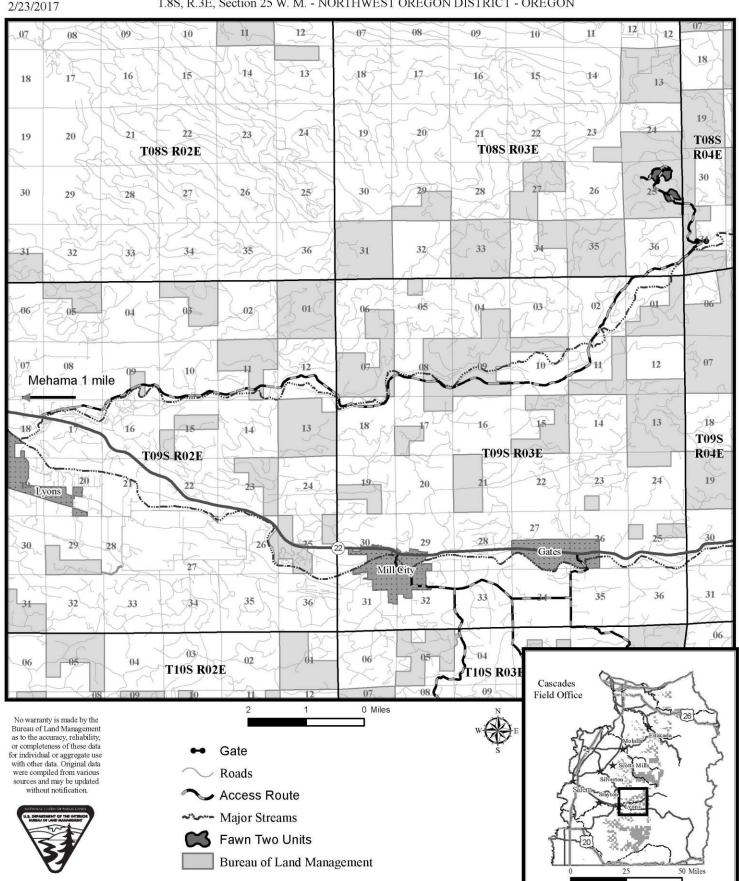
EXHIBIT H Fawn Two ORN01-TS-2017.0103 Sheet 1 of 1



United States Department of the Interior BUREAU OF LAND MANAGEMENT FAWN TWO CONTRACT LOCATION MAP

Contract No. ORN01-TS-2017.0103

T.8S, R.3E, Section 25 W. M. - NORTHWEST OREGON DISTRICT - OREGON



Information for Timber Sale Notice, Prospectus, Sec. 41 & 42 Fawn Two Timber Sale ORN01-TS-2017.0103

Approx # of trees	Est Volume MBF 32'	Species	Est Volume MBF 16'	Appraised \$/MBF	Appraised Price
3,228	2,664.0	Douglas Fir	3,198.0	\$371.40	\$1,187,737.20
1,891	244.0	Western Hemlock	280.0	\$243.70	\$68,236.00
5,119	2,908.0		3,478.0		\$1,255,973.20

CRUISED BY:	J.Poteet & M. Rainey
CRUISE COMPLETED:	February 2017
COMBINED SAMPLING ERROR:	5.74 %

CRUISE DESIGN/METHOD Description:	
3P for the units and 100% for the Right of ways	

TRACT FEATURES

ALL SPECIES

QM DBH	20.4	INCHES
GM LOG	127	BD FT
Total Gross Volume	3,658	MBF
Recovery	95	%
Salvage	0	MBF
Export	0	MBF

Dominant Species: Douglas Fir

QM DBH	24.0	INCHES
GM Log	144	BD FT
Recovery	95	%
Salvage	0	MBF

Timber Appraisal Summary

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Marion	85	3E	25	NE1/4,E1/2NW1/4,N1/2SE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	3,198.0	3,359.0	3,359.0	23,292	0	3,228
Western Hemlock	280.0	294.0	299.0	5,442	9	1,891
Totals	3,478.0	3,653.0	3,658.0	28,734	9	5,119

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
59.0	0.0	1.0	60.0	58.0

Logging Costs

\$634,884.21
4424 004 04
\$19,450.00
\$0.00
\$15,597.66
\$88,584.56
\$102,758.89
\$408,493.10

Utilization Centers

Location	Distance	% of Net Volume
Lyons OR	19.0 miles	100 %
	Profit & R	isk

Total Profit & Risk	10 %
Additional Risk	0 %
Basic Profit & Risk	10 %

Tract Features

Quadratic Mean DBH	20.4 in
Average GM Log	127 bf
Average Volume per Acre	58.0 mbf
Recovery	95 %
<u>Net MBF volume:</u>	
Green	3,478.0 mbf
Salvage	0 mbf
Export	0 mbf
Ground Base Logging:	
Percent of Sale Volume	65 %
Average Yarding Slope	10 %
Average Yarding Distance	480 ft
Cable Logging:	
Percent of Sale Volume	35 %
Average Yarding Slope	28 %
Average Yarding Distance	350 ft
Aerial Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	February 2017
Cruised By	J.Poteet & M. Rainey
Cruise Method	
3P for the units and 100%	for the Right of ways

Stumpage Summary

Fawn Two

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	3,228	3,198.0	\$615.50	\$61.55	\$182.54	\$0.00	\$371.40	\$1,187,737.20
Western Hemlock	1,891	280.0	\$473.55	\$47.36	\$182.54	\$0.00	\$243.70	\$68,236.00
Totals	5,119	3,478.0						\$1,255,973.20

Stumpage Computation

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		2.0 %	14.0 %	66.0 %	18.0 %		

Comments: Log prices provided by NWO District cruiser spread sheet.

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				44.0 %	48.0 %	8.0 %	

Comments: Log prices provided by NWO District cruiser spread sheet