

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

Thin Lindsey Timber Sale
ORS05-TS-2015.0301
Date: April 22, 2015

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 SALEM DISTRICT OFFICE.

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or her representative, 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 20, 2015.

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 The News Guard on or about April 22, 2015. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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

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: <http://www.blm.gov/or/districts/salem/timbersales/index.php>. The prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Salem District Office at 503-375-5646.

Attachments:

Form 5430-11

Form 5450-17

Form 5440-9

TIMBER SALE NOTICE

SALEM DISTRICT
MARYS PEAK RESOURCE AREA
ALSEA RICKREALL MASTER UNIT

SALE DATE: May 20, 2015

CONTRACT NO. ORS05-TS-2015.0301, THIN LINDSEY TIMBER SALE

LINCOLN COUNTY, OREGON: PD: ORAL AUCTION: BID DEPOSIT REQUIRED: \$29,300.00

All timber designated for cutting on SW¹/₄NW¹/₄, N¹/₂SW¹/₄, NW¹/₄SE¹/₄, Section 9; S¹/₂SW¹/₄, Section 16, SW¹/₄, SE¹/₄, Section 17; Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Section 18; NE¹/₄NE¹/₄, Section 19; T. 7 S., R. 9 W., 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
19,118	3,443	Douglas-fir	4,334	\$61.00	\$264,374.00
3,075	273	western hemlock	357	\$44.40	\$15,850.80
2,976	216	red alder	267	\$47.80	\$12,762.60
25,169	3,932	Totals	4,958		\$292,987.40

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 Partial Cut Units were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured with a 20 basal area factor for Partial Cut Units. The Right-of-Way volume is based on 100% cruise for estimating the board foot volume of trees. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 14.3 inches DBHOB; the average log contains 49 bd. ft.; the total gross volume is approximately 5,206 MBF; and 95 % recovery is expected.

CUTTING AREA: Four units totaling approximately 176 acres are partial cut, approximately 25 acres of designation by description and approximately 1 acre is right-of-way. Acres shown on Exhibit A have been computed using a Trimble GeoXH 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: The Thin Lindsey Timber Sale is approximately 12 air miles west southwest of Grand Ronde, OR. From the town of Grand Ronde, proceed west on Highway 18 approximately 16 miles to the town of Rose Lodge. A short distance west of Rose Lodge, turn south onto Bear Creek County Road, continue approximately 3 miles. Bear Creek County Road becomes Forest Service Road 1700, continue for approximately 1.5 miles. Turn left onto Forest Service Road 1782, continue approximately 1.7 miles. Forest Service Road 1782 becomes Lindsey Ridge Road 7-10-24, continue for approximately 0.5 miles to enter the sale area. See location map for details.

ACCESS AND ROAD MAINTENANCE: Access is provided on Nestucca Forests LLC, United States Forest Service and Bureau of Land Management controlled roads. In the use of Nestucca Forests, LLC controlled roads – Nestucca Forests, LLC maintenance, the purchaser shall enter into a license agreement with Nestucca Forests, LLC and pay to Nestucca Forests, LLC a road maintenance and rockwear fee of four hundred ninety-six and 65/100 dollars (\$496.65), carry liability insurance with limits of \$1,000,000/\$1,000,000/1,000,000, and provide a performance bond of \$1,000.00 for timber and mineral haul.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the purchaser will be required to perform maintenance on approximately 4.65 miles of renovated roads. The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of three thousand one hundred ninety four and 04/100 dollars (\$3,194.04).

In the use of United States Forest Service controlled roads – Purchaser Maintenance, the purchaser shall comply with the Bureau of Land Management and United States Forest Service Interagency Right-of-Way Agreement dated May 20, 1980. The Purchaser will be required to perform maintenance on approximately 3.02 miles of renovated roads, enter into a roaduse permit with the U S Forest Service, pay the U S Forest Service a road use fee in the amount of ten thousand one hundred six and 89/100 dollars \$10,106.89, carry liability insurance with limits of \$250,000/\$500,000/\$250,000.

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

ROAD RENOVATION: The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

Renovation:

Road 1700, 6,706 feet, 16 foot subgrade
Roadside brushing; slide and slough removal; ditch and culvert cleaning;

Road 1782, 9,240 feet 16 foot subgrade
Roadside brushing, slide and slough removal; ditch and culvert cleaning,

Road 7-10-24.0, 20,645 feet, 16-foot subgrade
Roadside brushing, surface blading, culvert replacement, road compaction, ditch and culvert cleaning
Surfacing (MP 0.00 to MP 2.50) Aggregate surface course, variable depth, useable width 15 feet;
Surfacing (MP 2.50 to MP 3.91) Aggregate surface course, depth 6 inches, useable width 15 feet

Road 7-9-16.4, 1,954 feet, 14 foot subgrade
Roadside brushing, surface blading, ditch and culvert cleaning, culvert replacement, road compaction
Surfacing (MP 0.00 to MP 0.03, MP 0.72 to 1.06) Aggregate surface course, depth 6 inches, useable width 13 feet

Road 7-9-9.3, 528 feet, 14 foot subgrade
Roadside brushing, surface blading, ditch and culvert cleaning, road compaction
Surfacing (MP 0.00 to 0.10) Aggregate surface course, depth 6 inches, useable width 13 feet

R1, 1,056 feet, 12 foot subgrade
Clearing and grubbing, surface blading, roadside brushing, road compaction
Surfacing (MP 0.00 to MP 0.20) Aggregate Base Course, depth 12 inches, useable width 12 feet and 50 by 50 foot landing with Aggregate Base Course, depth 12 inches

R2, 370 feet, 12 foot subgrade

Clearing and grubbing, surface blading, roadside brushing, road compaction

Surfacing (MP 0.00 to MP 0.07) Aggregate Base Course, depth 12 inches, useable width 12 feet and 50 by 50 foot landing with Aggregate Base Course, depth 12 inches

3. Estimated Quantities:

Clearing and Grubbing:

1.2 acres

Culvert and Flume:

255 feet of downspout

1416 feet of pipe

Aggregate Material:

Quantity - loose yards

Description

4,433 cubic yards

1 1/2" minus Lindsey Ridge quarry

1,490 cubic yards

3" minus Lindsey Ridge quarry

Rolling: 5 Hours

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 42.h.)

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient purchaser operations. These provisions include:

-The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;

-Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;

-Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;

-The use of unilateral modifications executed by BLM for such additional timber and replacement timber;

-Revocation of the purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,

-It is estimated that approximately 32 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal

SEASONAL RESTRICTION MATRIX

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Road Renovation & quarry activities												
Ground-based Yarding												
Aerial Yarding												
Instream work period												
Timber Hauling												
Generally allowed												
Generally not allowed – or restriction applies												

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber on the Reserve Areas shown on Exhibit A and all painted orange or posted trees which are on or mark the boundaries of the Reserve Area and/or right of way areas of the Roads to be Renovated, except trees required to be cut under Exhibit H (Designation by Description) as shown on Exhibit A
- b. All trees marked with orange paint in the Partial Cut Areas shown on Exhibit A.
- c. All preexisting down logs and snags in the Partial Cut Areas shown on Exhibit A.
- d. All trees under seven (7) inches DBHOB not designated for cutting.

Sec. 42. Special Provisions

LOGGING

a. Periodic Payment and First Installment Adjustment

1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the Contract Area until the first installment is restored to the full amount. ok

2. Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

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 assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a prework conference.

c. 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 he plans to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.

d. No trees may be felled in or into the Reserve Areas on Exhibit A, or adjacent private land, unless expressly authorized by other provisions of this contract. Tops, limbs, and other logging debris entering the Reserve Areas from felling operations shall be pulled back into the Partial Cut areas shown on Exhibit A.

e. All trees designated for cutting which are within one hundred (100) feet of the Stream Protection Zones shall be felled away from the Stream Protection Zones. Trees or portions of trees falling within any Stream Protection Zone shall be reserved from removal.

f. In the Partial Cut Area – Aerial Yarding shown on Exhibit A, all yarding shall be done with an aerial system. Logs to be yarded shall be lifted vertically to a height above the adjacent trees without horizontal movement. All multiple log turns shall be vertically lifted from a small enough radius to result in minimal damage to the residual forest stand as determined by the Authorized Officer.

g. In the Partial Cut Area – Ground-Based Yarding areas shown on Exhibit A, all yarding shall be done by equipment operated on designated skid roads. Skid roads shall generally be restricted to slopes less than 35% and be located perpendicular to the slope to minimize road cutting. Skid roads shall be spaced no closer than 150 feet apart unless otherwise approved by the Authorized Officer. All trees that must be removed to facilitate construction of these skid roads shall be felled prior to falling operations in the remainder of this area. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry to these skid roads. No yarding equipment shall be permitted to operate off these skid roads.

h. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Areas shown on Exhibit A, the Purchaser shall identify the location of the skid roads and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

(1) All skid roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road shall be limited to twelve (12) feet.

(2) The Purchaser may immediately cut and remove additional timber to clear skid roads and clear danger trees when the trees have been marked with blue or green colored 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 all trees other than Douglas-fir and western hemlock otherwise reserved in Section 41 of the contract or any Douglas-fir tree that exceeds twenty-four (24) inches diameter at breast height or any western hemlock tree that exceeds twenty-four(24) 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 Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(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.

- i. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty (40) feet plus trim before being yarded unless approved in writing by the Authorized Officer.
- j. No yarding or loading is permitted in or through the Reserve Area shown on Exhibit A.
- k. No ground-based yarding shall be conducted on the Partial Cut Areas - Ground-Based Yarding areas shown on Exhibit A between October 15 of one calendar year and July 15 of the following calendar year, both days inclusive, or during any period of wet soil conditions as determined by the Authorized Officer.
- l. No aerial yarding shall be conducted on the Partial Cut Areas – Aerial Yarding areas shown

on Exhibit A between March 31 of one calendar year and August 6 of the same calendar year, both days inclusive.

m. Excessive damage to reserve timber, as determined by the Authorized Officer, will result in suspension of the yarding operations until mitigation measures are in place to prevent further damage as approved by the Authorized Officer.

n. Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.

ROAD, RENOVATION, MAINTENANCE AND USE

o. The Purchaser shall renovate approximately 40,499 feet of road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

p. No road renovation or quarry activities shall be conducted on the Contract Area shown on Exhibit A between November 1 of one calendar year and April 30 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

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

r. 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. t. and pay the required road maintenance obligation for rockwear fees described in 42. s. 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
7-10-24 Seg A-H ₁	3.91	Bureau of Land Management	Crushed Aggregate
7-9-16.4 Seg A, B ₂	0.37	Bureau of Land Management	Crushed Aggregate
7-9-9.3 part	0.10	Bureau of Land Management	Crushed Aggregate
R1	0.20	Bureau of Land Management	Crushed Aggregate
R ₂	0.07	Bureau of Land Management	Crushed Aggregate

s. The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of three thousand one hundred ninety-four and 4/100 dollars (\$3,194.04) for the transportation of timber included in the contract price. 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 Section 3 of this contract.

t. As shown on Exhibit E, Purchaser shall perform any road repair and maintenance work on

BLM roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof.

u. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of the Bureau of Land Management and U.S. Forest Service Interagency Right-of-Way Agreement dated May 20, 1980. This document is available for inspection at the office of the Authorized Officer. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the road use permit and pay the U S Forest service a road use fee in the amount of ten thousand one hundred six and 89/100 dollars \$10,106.89. Default by the Purchaser of said Interagency Right-of-Way Agreement or any road use permit executed pursuant thereto, for failure to pay appropriate road maintenance, rockwear, and 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. The Purchaser will be required to carry liability insurance with limits of \$250,000 /\$500,000/\$250,000.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
USFS 1700 part	1.27	United States Forest Service	BST
USFS 1782 part	1.75	United States Forest Service	Crushed Aggregate

v. In the use of the road listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-1004 between the United States of America and Nestucca Forests, LLC. These conditions include: Payment to Nestucca Forests, LLC a road maintenance and rockwear obligation of four hundred ninety-six and 65/100 dollars (\$496.65) payable at the time indicated in the license agreement. This document is available for inspection at the office of the Authorized Officer. Prior to the use of this road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and a performance bond of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
7-6-16.4 Seg. A, B ₁	0.69	Nestucca Forests, LLC	Crushed Aggregate

w. 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.

x. With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Exhibit E of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on

these roads.

y. No instream work shall be conducted between September 1 of one calendar year and June 30 of the following calendar year, both days inclusive.

ENVIRONMENTAL PROTECTION

z. In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall complete grass seeding on exposed soil on all skyline roads, ground-based skid roads, and landings as directed by the Authorized Officer. Grass seed and suitable equipment to apply seed shall be furnished by the Purchaser.

Seed to be supplied shall meet the following requirements:

<u>SPECIES</u>	<u>RATE</u>
Red Fescue (<i>Festuca rubra</i>)	100%
Oregon Certified Seed (Blue Tag)	
Purity	95% minimum
Germination	85% minimum
Noxious Weed Content	None (Tested: None Found)

The Purchaser shall apply grass seed uniformly on the designated areas at a rate equal to forty (40) pounds per acre. Evidence of seed certification shall be furnished to the Authorized Officer prior to application. Grass seed which has become wet, moldy or otherwise damaged shall not be provided.

aa. In addition to the requirements set forth in Sec.26 of this contract, in order to reduce or prevent the spread of noxious weeds to BLM lands, all road construction, piling, and ground-based logging equipment including loaders shall be cleaned of all plant parts and soil prior to entry onto BLM lands. 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.

bb. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars, on ground-based skid roads and block them to vehicular traffic as directed by the Authorized Officer. The location of water bars shall be approved by the Authorized Officer prior to construction.

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 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 protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District 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 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 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.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect occupied marbled murrelet sites 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 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, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

dd. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions when operating at Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I (Closed Fire Season). 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.

(1) Prior to the operation of power-driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(2) Provide and maintain in good working order, and immediately available on the contract area, the following equipment for use during closed fire season or periods of fire danger:

(a) Fire fighting tools shall be kept at each landing or at such other place at the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One (1) box may serve two landings, not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box or less than one (1) tool for each man working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

(b) At each landing or such other place as the Authorized Officer shall designate during periods of operation, one (1) fire engine or tank truck of one thousand (1000) gallons or more capacity, or multiple engines equal to 1000 gallons capacity, with five hundred (500) feet of 1 ½ inch hose, one thousand (1000) feet of 1 inch hose, one (1) 1 ½ inch gated wye, one (1) 1 inch gated wye, two (2) 1 ½ to 1 inch reducers, and three (3) 1 inch nozzles. The fire engine, tank truck or smaller engines shall be equipped with a pump capable of delivering a minimum of forty (40) pounds per square inch (psi) engine pressure through fifty (50) feet of 1 ½ inch hose. The pump may be either a power take off (PTO), or a truck-mounted auxiliary engine. All equipment shall be acceptable to the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670 and any rule promulgated pursuant to these statutes. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inch National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers, tank trucks, and/or engines shall be filled with fuel and made ready for immediate use. All tank trucks, and /or engines and portable tanks shall be filled with water and made available for immediate use.

(c) Two (2) backpack pumps at each landing and one (1) at each tail block, or any other block, all to be kept full of water and in good operating condition.

(d) A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckner using a power saw on the

contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

(e) Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block shall hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

(f) During Oregon Department of Forestry Closed Fire Season, no smoking shall be permitted outside of closed vehicles.

LOGGING RESIDUE REDUCTION

ee. The Purchaser shall perform logging residue reduction within the Fuel Reduction Areas as shown on Exhibit F, which is attached hereto and made a part hereof. All work shall be done as directed by the Authorized Officer in accordance with the specifications described on Exhibit G which is attached hereto and made a part hereof. This logging residue work will occur upon completion of logging operations on any individual unit where it is required within thirty (30) days after completion of skidding or yarding on each Fuel Reduction Area unless otherwise agreed by the Authorized Officer. This work shall not be conducted during periods of wet soil conditions.

ff. Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in landing pile, machine pile, and hand pile burning, and fire control on the day (or days) of ignition by furnishing, at his own expense, the services of personnel and equipment on the Thin Lindsey Timber Sale as shown below.

- (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
- (2) A ten (10) person crew (Firefighter Type 2 (FFT2)) for ignition of landing, machine, and hand piles.
- (3) Twelve (12) drip torches with one hundred ten (110) gallons of slash fuel.
(4:1 ratio of diesel to gasoline).
- (4) Aluma-gel or other incendiary device.
- (5) One (1) chain saw with fuel.
- (6) One (1) hand tool per above listed personnel on the day of ignition.

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.

In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for 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 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 site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs

CONTRIBUTED FUNDS

gg. The Purchaser shall assist the Government in the pile burning in accordance with Sec. 42.ff. pertaining to Prescribed Burning. The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of five thousand eight hundred ninety-nine dollars and 76/100 dollars (\$5,899.76). Upon making such contribution, the Purchaser shall be relieved of the obligations set out in Sec. 42.ff. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to approval of this contract. If the Purchaser elects to make a contribution, the Authorized Officer shall establish an installment schedule of payments of the contribution.

LOG EXPORT RESTRICTION

hh. 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 costs for log branding and painting shall be the responsibility of the Purchaser.

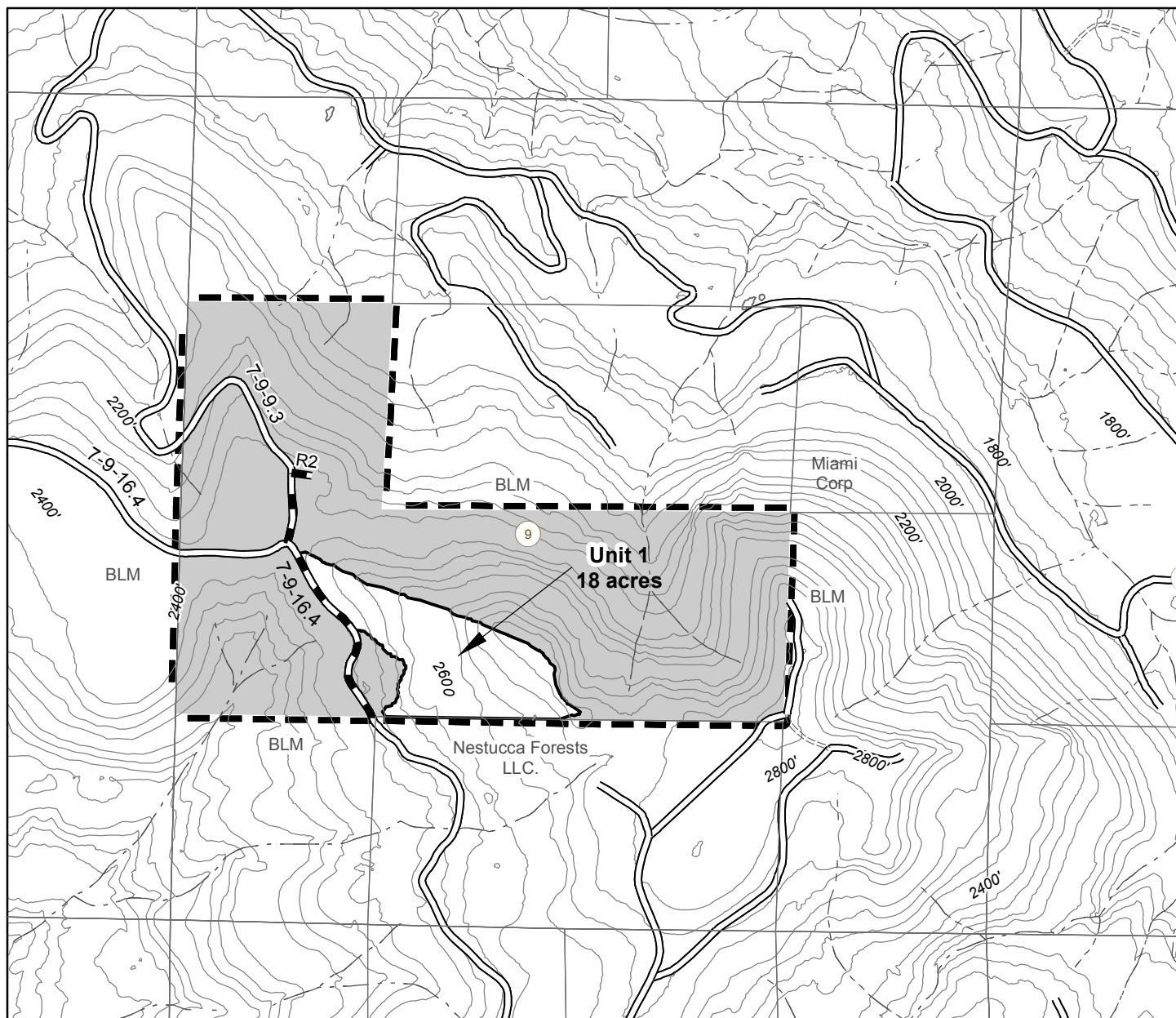
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District - Oregon
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS05 -TS-2015.0301

EXHIBIT A

Sheet 1 of 3

T. 7 S., R. 9 W., Section 9 W. M -SALEM DISTRICT -OREGON



Road to be Renovated

Existing road

Decommissioned or impassable road

Stream

Partial Cut Area - Aerial Yarding

Boundary - Contract Area

Boundary - Cutting Area

Reserve Area

Partial Cut Area	176.00 acres
Right of Way Area	1.00 acres
Designation by Description	25.00 acres
Reserve Area	639.78 acres
Total Contract Area	841.78 acres

Contour Interval: 40'

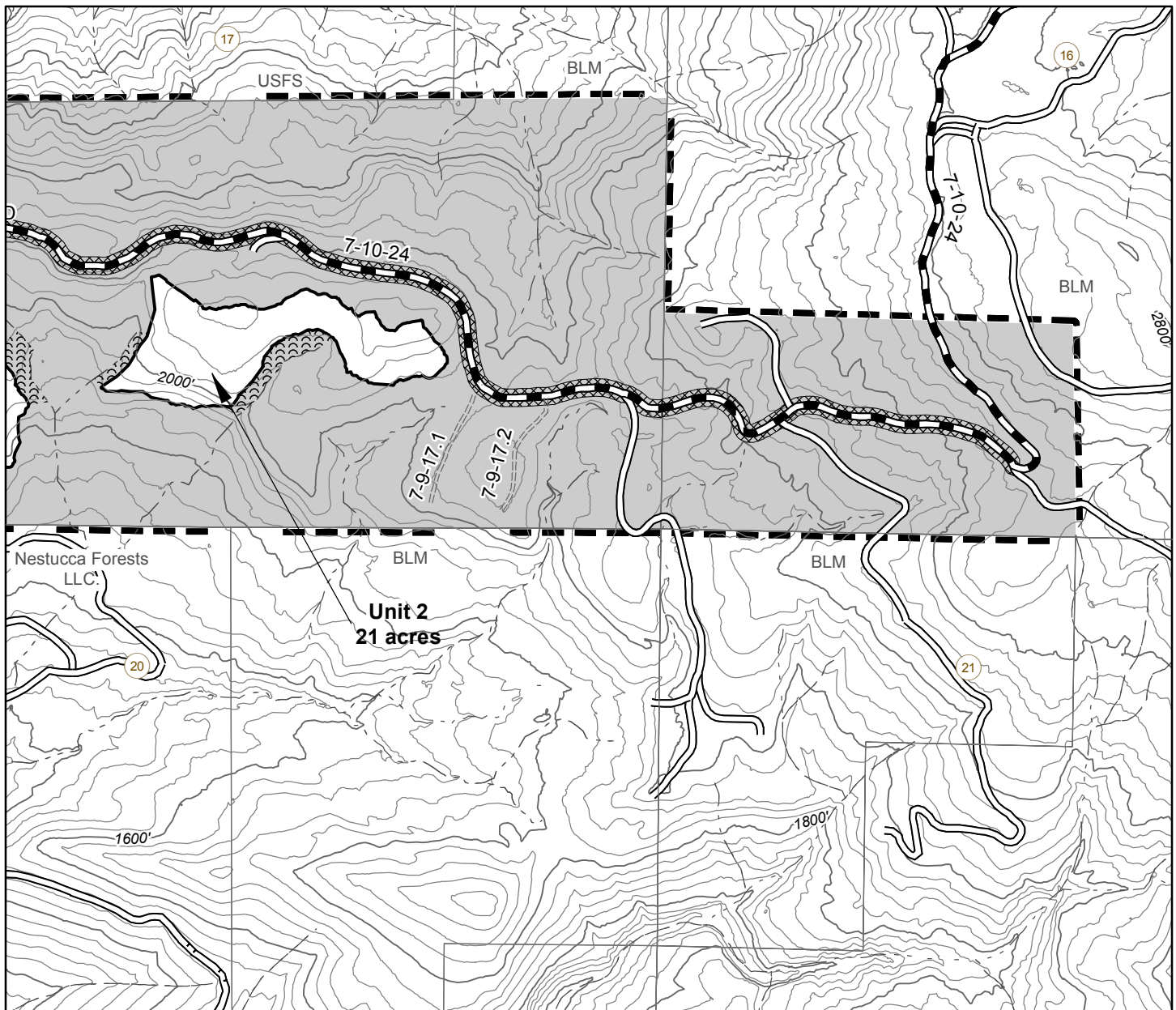
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0 500 1,000 1,500







UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District - Oregon
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS05 -TS-2015.0301






EXHIBIT A

Sheet 2 of 3

T. 7 S., R. 9 W., Sections 16 & 17 W. M -SALEM DISTRICT -OREGON



-  Road to be Renovated
 Existing road
 Decommissioned or impassable road
 Stream Protection Zone
 Stream

-  Partial Cut Area - Aerial Yarding
 Designation by Description Area
 Boundary - Contract Area
 Boundary - Cutting Area
 Reserve Area

Partial Cut Area	176.00 acres
Right of Way Area	1.00 acres
Designation by Description	25.00 acres
Reserve Area	639.78 acres
Total Contract Area	841.78 acres

Contour Interval: 40'



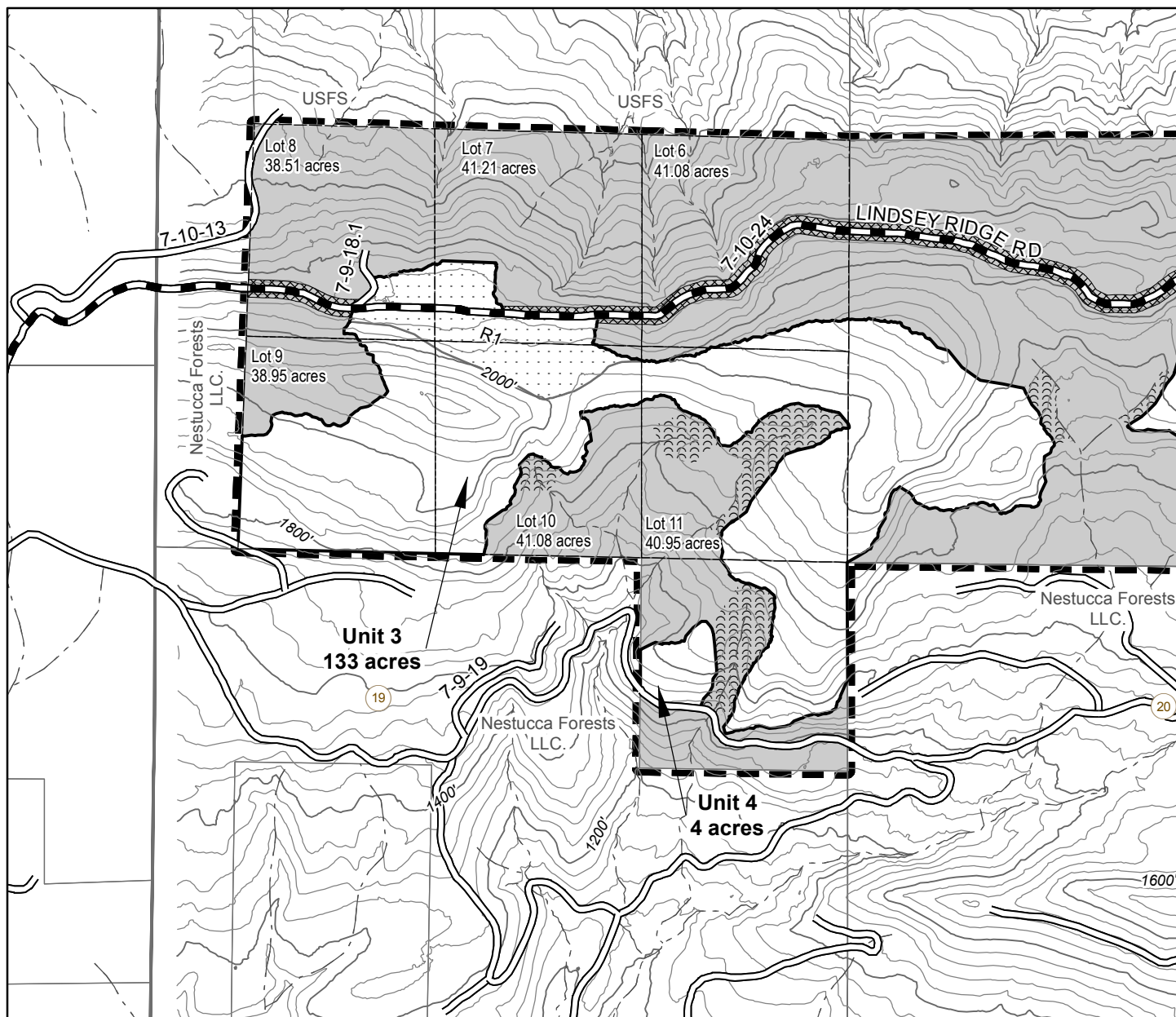
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Map Accuracy Standards of the Office of Management and Budget. This product was developed through digital means and may be updated without notification. Marys Peak Resource Area, Salem District, BLM

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District - Oregon
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS05 -TS-2015.0301

EXHIBIT A

Sheet 3 of 3

T. 7 S., R. 9 W., Sections 17, 18 & 19 W. M -SALEM DISTRICT -OREGON



- Road to be Renovated
- Existing road
- Stream Protection Zone
- Stream

- Partial Cut Area - Aerial Yarding
- Partial Cut Area - Ground-Based Yarding
- Designation by Description Area
- Boundary - Contract Area
- Boundary - Cutting Area
- Reserve Area

Partial Cut Area	176.00 acres
Right of Way Area	1.00 acres
Designation by Description	25.00 acres
Reserve Area	639.78 acres
Total Contract Area	841.78 acres

Contour Interval: 40'

0 500 1,000 1,500 Feet



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORS05-TS-2015.0301
Thin Lindsey

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 VOLUME OR QUANTITY (Units Specified)		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir	4,334.0	MBF	\$61.00	\$264,374.00
Western Hemlock	357.0	MBF	\$44.40	\$15,850.80
Red Alder	267.0	MBF	\$47.80	\$12,762.60
TOTALS	4,958.0	MBF		\$292,987.40

The apportionment of the total purchase price is as follows:

Unit 1

Douglas Fir	442.0 MBF	X	\$61.00	=	\$26,962.00
Western Hemlock	36.0 MBF	X	\$44.40	=	\$1,598.40
Red Alder	15.0 MBF	X	\$47.80	=	\$717.00
Total	493.0 Mbf				\$29,277.40 ÷ 18.0 acres = \$1,626.52/Acre

Unit 2

Douglas Fir	516.0 MBF	X	\$61.00	=	\$31,476.00
Western Hemlock	42.0 MBF	X	\$44.40	=	\$1,864.80
Red Alder	17.0 MBF	X	\$47.80	=	\$812.60
Total	575.0 Mbf				\$34,153.40 ÷ 21.0 acres = \$1,626.35/Acre

Unit 3

Douglas Fir	3,269.0 MBF	X	\$61.00	=	\$199,409.00
Western Hemlock	265.0 MBF	X	\$44.40	=	\$11,766.00
Red Alder	107.0 MBF	X	\$47.80	=	\$5,114.60
Total	3641.0 Mbf				\$216,289.60 ÷ 133.0 acres = \$1,626.24/Acre

Unit 4

Douglas Fir	99.0 MBF	X	\$61.00	=	\$6,039.00
Western Hemlock	8.0 MBF	X	\$44.40	=	\$355.20
Red Alder	3.0 MBF	X	\$47.80	=	\$143.40
Total	110.0 Mbf				\$6,537.60 ÷ 4.0 acres = \$1,634.40/Acre

Unit DD - Designation by Description

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORS05-TS-2015.0301
Thin Lindsey

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**.

Red Alder	119.0 MBF	X	\$47.80	=	\$5,688.20
Total	119.0 Mbf				\$5,688.20 ÷ 25.0 acres = \$227.53/Acre

Unit RW - Right of Way

Douglas Fir	8.0 MBF	X	\$61.00	=	\$488.00
Western Hemlock	6.0 MBF	X	\$44.40	=	\$266.40
Red Alder	6.0 MBF	X	\$47.80	=	\$286.80
Total	20.0 Mbf				\$1,041.20 ÷ 1.0 acres = \$1,041.20/Acre

150: ROAD PLAN AND DETAIL SHEET

Contract No. ORS05-TS-2015.0301Sheet 6 of 45

Note: Maintenance rock of 1000 cy (500 cy 3" minus and 500 cy of 1 1/2" minus) will also be crushed and stockpiled. It shall be placed and processed throughout the life of the timber sale. Not required for road acceptance under Section 18 of this contract.



Typical Truck Turnaround

PLAN

Typical Turnout

1. 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.
2. Backslopes

Materials	Cut slopes	Fill slopes
Solid rock	1/2:1	Angle of repose
Soft rock and shale	3/4:1	
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%.
3. 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"
4. 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.
5. 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.
6. Clearing width 200
See Section _____
7. As posted and painted for Right-of-Way, and as required in Section 2100 of this contract.
8. Grading (Renovation) 500
See Section _____
9. Drainage 400
See Section _____
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.
10. Compaction 300 and 500
See Sections _____ and _____

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

ROAD PLAN MAP

T. 7 S., R. 9 & 10 W., W.M.

Thin Lindsey Timber Sale
ORS05-TS-2015.0301

EXHIBIT C

Sheet 45 of 45

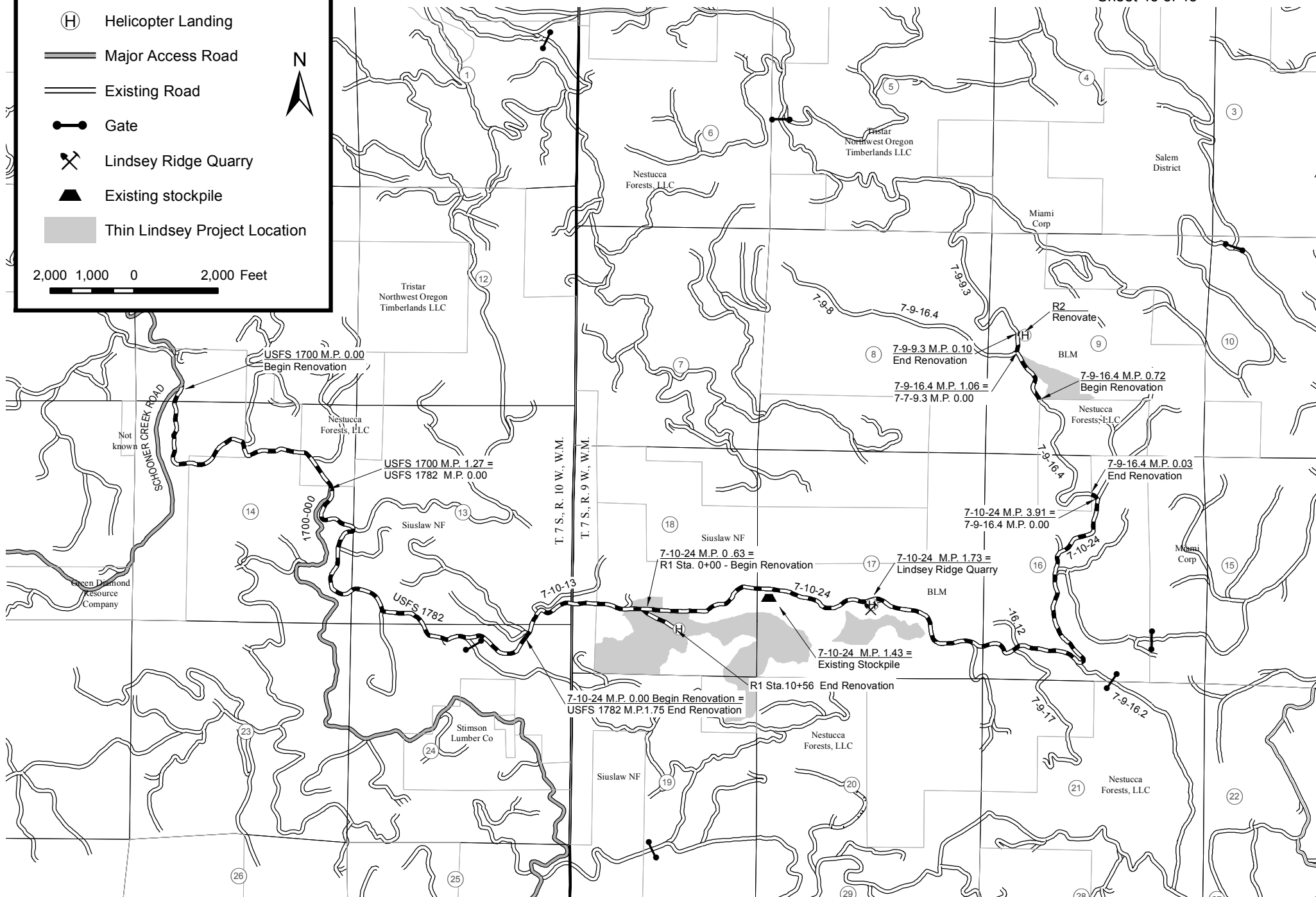
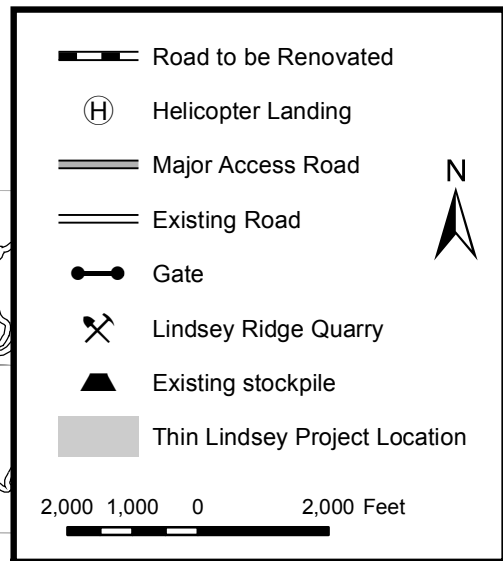
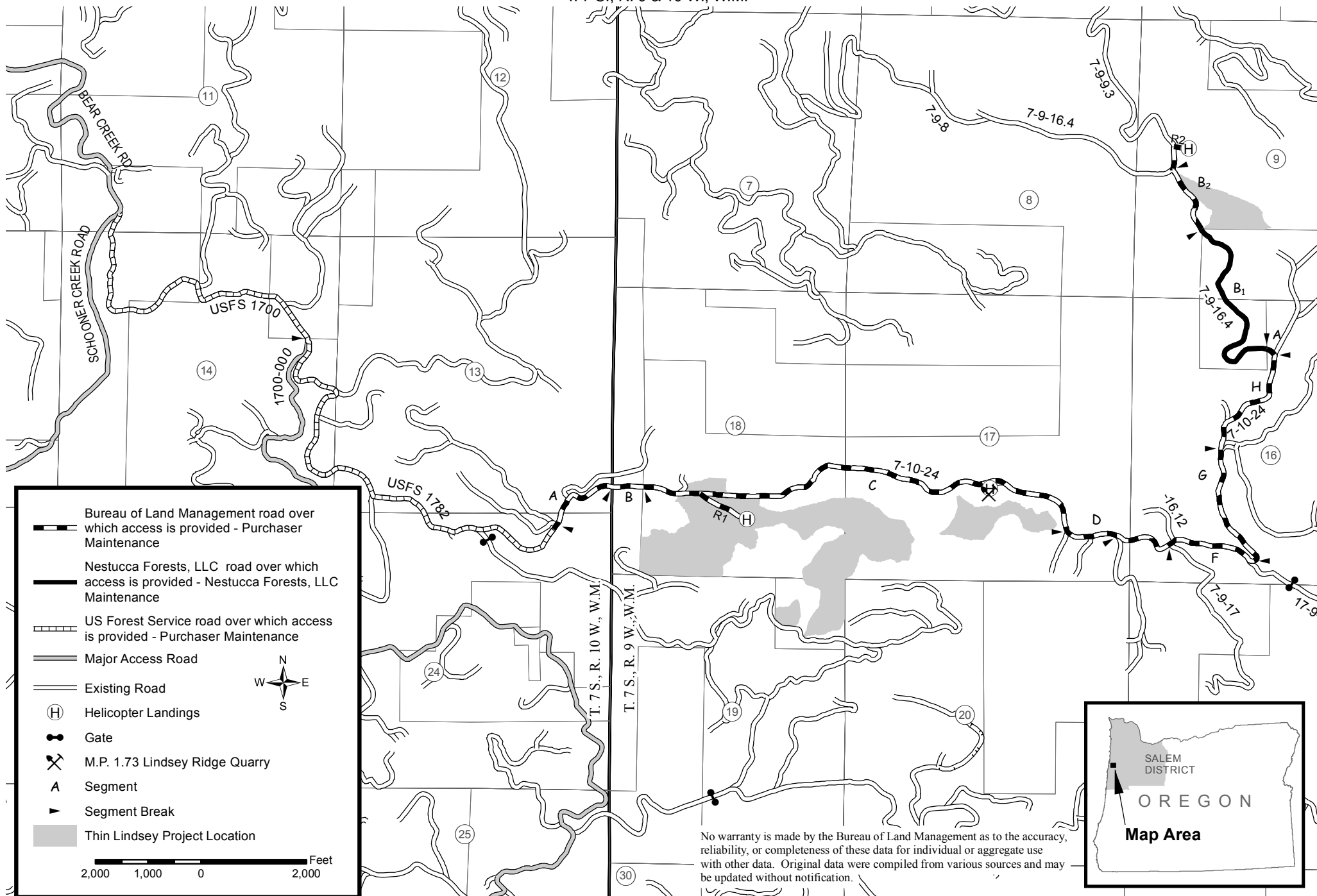


EXHIBIT E

T. 7 S., R. 9 & 10 W., W.M.

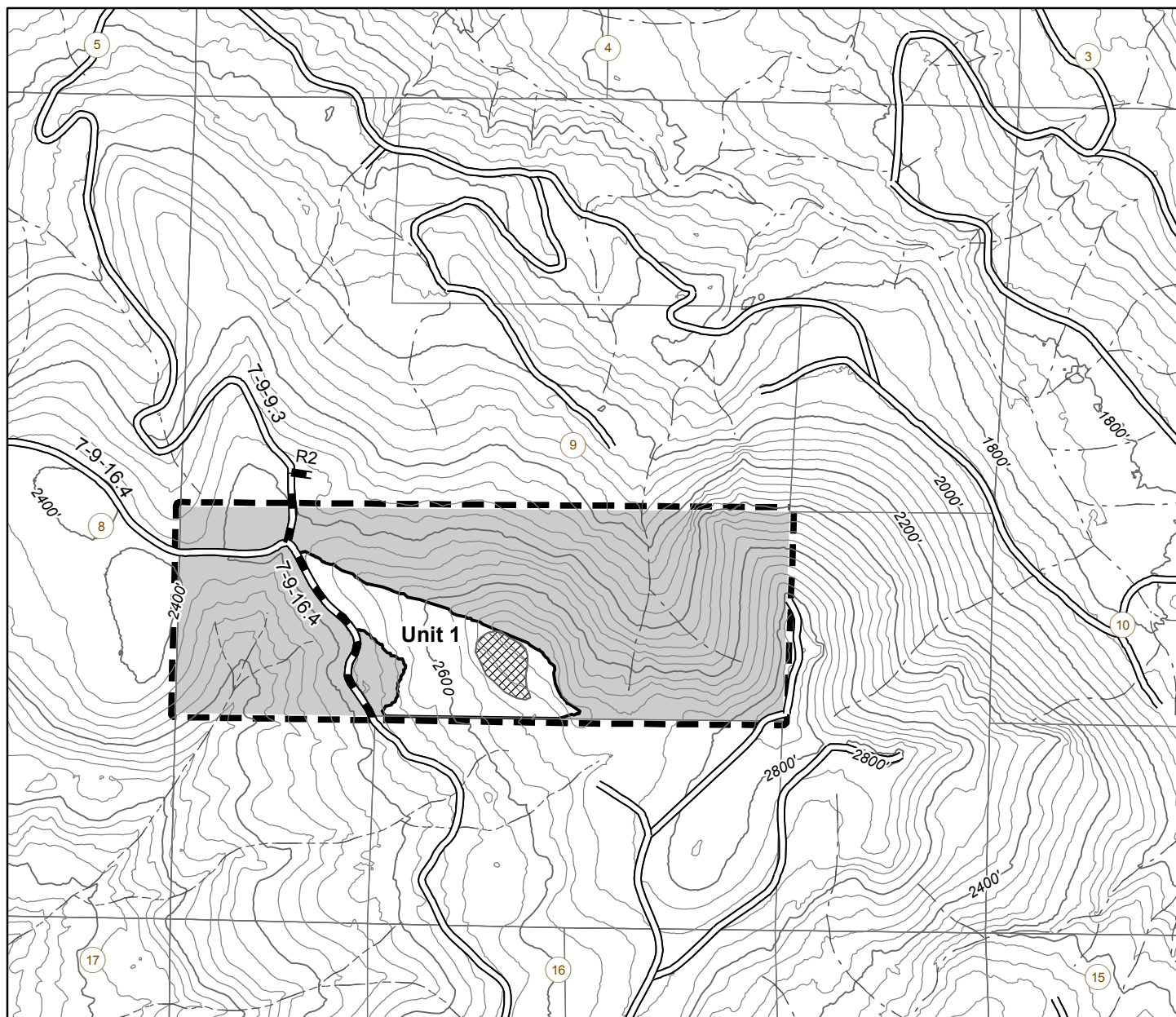


UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District - Oregon
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS05 -TS-2015.0301








EXHIBIT F

Sheet 1 of 3

T. 7 S., R. 9 W., Section 9 W. M -SALEM DISTRICT -OREGON



Contour Interval: 40'

- | | |
|--|---|
|  Boundary - Cutting Area |  Stream |
|  Boundary - Contract Area |  Fuel Reduction Area - Handpile (15 acres) |
|  Road to be Renovated |  Reserve Area |
|  Existing Road | |

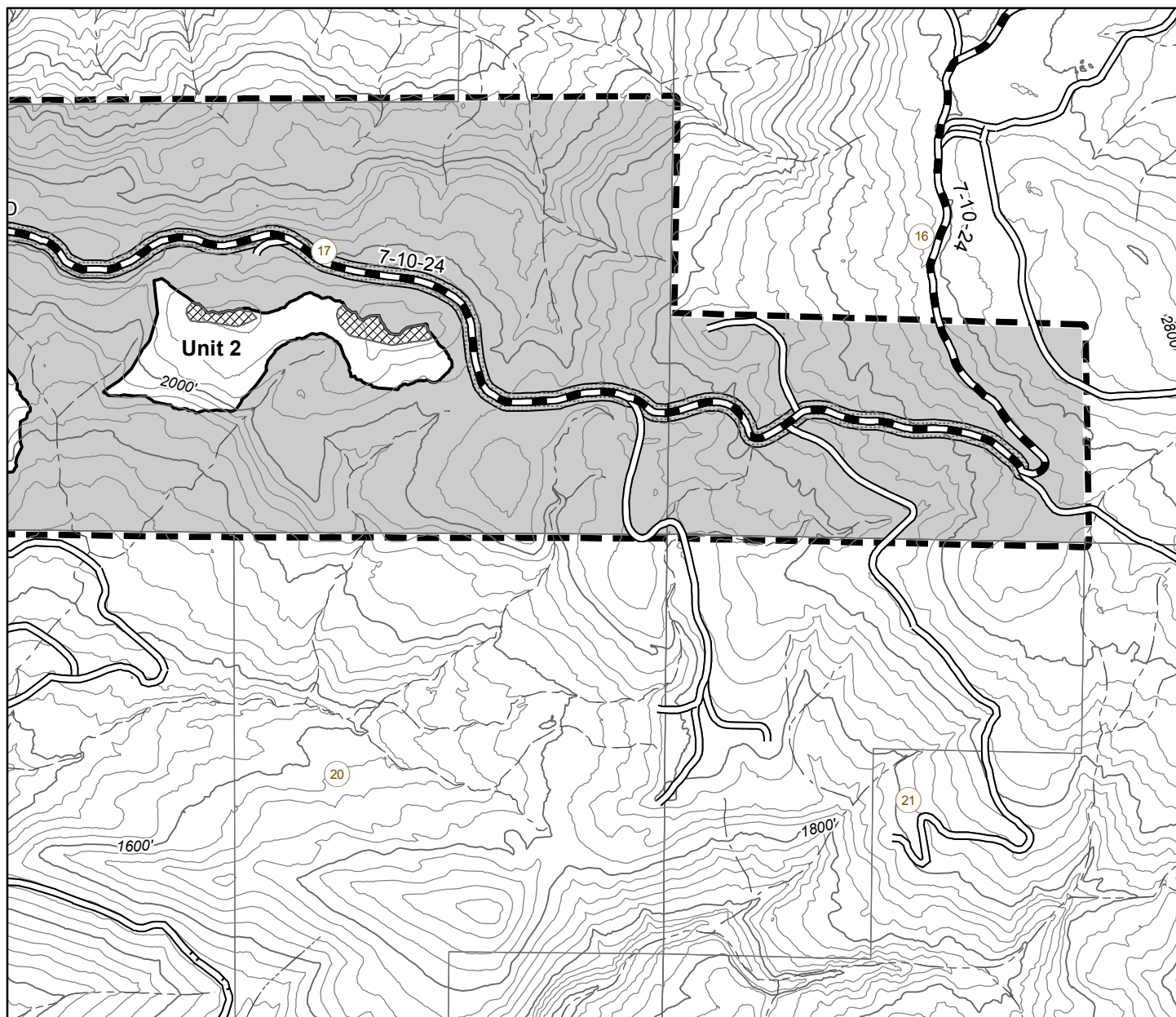


UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District - Oregon
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS05 -TS-2015.0301

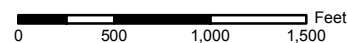
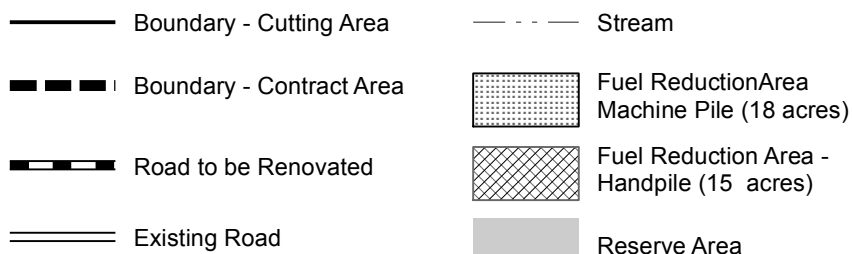
EXHIBIT F

Sheet 2 of 3

T. 7 S., R. 9 W., Sections 16 & 17 W. M -SALEM DISTRICT -OREGON



Contour Interval: 40'

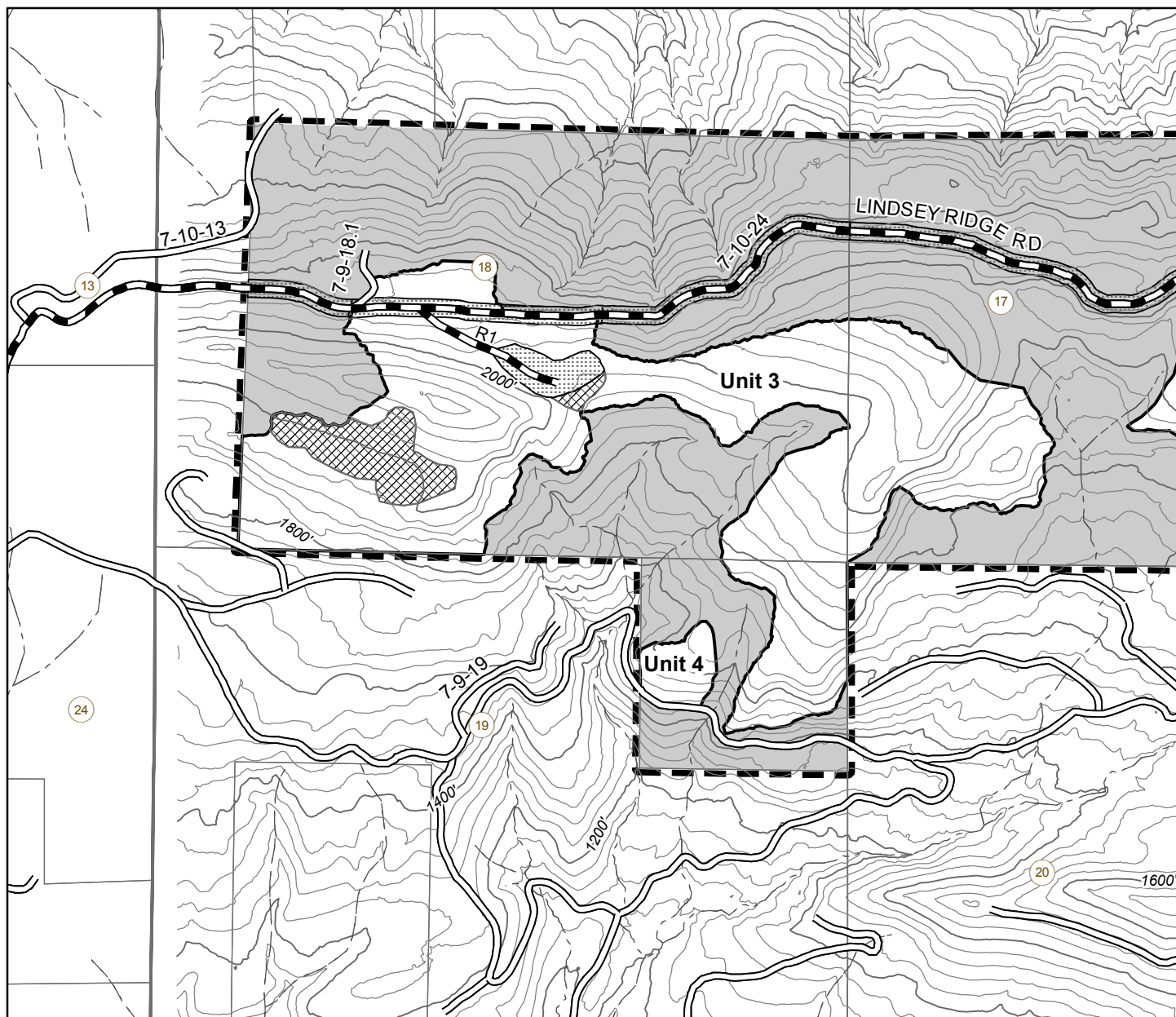


UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Salem District - Oregon
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS05 -TS-2015.0301

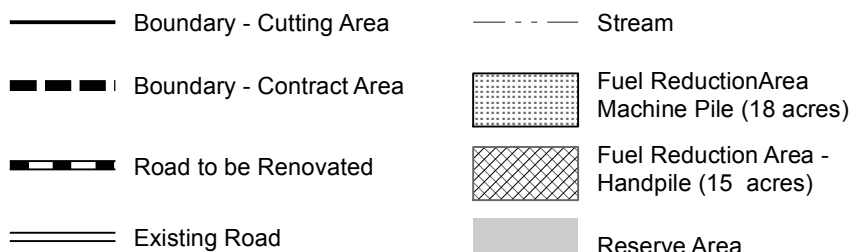
EXHIBIT F

Sheet 3 of 3

T. 7 S., R. 9 W., Sections 17, 18 & 19 W. M -SALEM DISTRICT -OREGON



Contour Interval: 40'



LOGGING RESIDUE REDUCTION

Immediately upon completion of harvest, activity generated logging slash at all landings, and in specified units as shown on Exhibit F will be treated as follows:

CONSTRUCTION AND COVERING OF LANDING PILES

1. Within twenty-five (25) feet (horizontal distance) of the edge of each landing, all tops, broken pieces, limbs, and other activity generated woody debris greater than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled and covered for burning within fifteen (15) days of the removal of logs from the landing area.
2. Landing piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.
3. Landing piles shall be kept free of dirt and other non-wood debris and constructed as compactly as possible. There shall be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels, and the completed piles shall be free of projecting limbs or slash which would interfere with the adequate covering of the piles. To the maximum extent possible, hardwood slash shall be mixed with conifer slash to create piles that are more burnable.
4. The landing piles shall be adequately covered with four (4) mil. (0.004) inch thick black polyethylene plastic to ensure ignition. The plastic shall be furnished by the Purchaser. The plastic shall be oriented southwest (SW) to northeast (NE) and over the top of the pile. 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. Covering shall be completed as directed by the Authorized Officer.
5. 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.
6. If landing debris is minimal and determined by the Authorized Officer to not be a major fire hazard, the debris shall be removed from the landing area and scattered on yarding corridors or skid trails to a depth not to exceed six (6) inches, as directed by the Authorized Officer.
7. If the construction of the landing piles will not permit adequate consumption of the piled debris, the Purchaser shall be required to re-pile the debris at the direction of the Authorized Officer.

MACHINE PILE CONSTRUCTION AND COVERING

1. Activity generated woody debris shall be piled and covered for burning within thirty (30) days after completion of skidding or yarding on each Fuel Reduction Area, during periods of low soil moisture, or as determined by the Authorized Officer. Specified areas and approximate acres are listed below:

Unit No. 3:	Meadow area within the ground based harvest area adjacent to the helicopter landing site identified on Exhibit F.	3 acres
Unit No. 3:	Within twenty-five (25) feet (horizontal distance) on both sides of Lindsey Ridge Road in the ground based yarding area identified on Exhibit F.	2 acres
R/W	Within twenty-five (25) feet (horizontal distance) on both sides of Lindsey Ridge Road in the designation by prescription area identified on Exhibit F.	13 acres

2. A track mounted hydraulic excavator shall be used to pile woody debris.
3. All equipment shall meet the approval of the Authorized Officer.
3. Prior to piling; the excavator shall be cleaned in accordance with section 42.aa.
4. The excavator shall be equipped with a hydraulic thumb or a rotating controllable grapple head. The machine shall have a minimum reach of twenty-five (25) feet. The excavator shall not operate on slopes greater than thirty-five (35) percent.
5. Along roads, the excavator shall be limited to construction of machine piles from the roadbed to avoid compaction within the harvest area.
6. In ground based harvest areas away from roads, the excavator shall be required to work on a slash mat in order to reduce compaction. No more than one pass over the same ground shall be permitted.
7. Machine piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.
8. 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, and the completed piles shall be free of projecting limbs or slash which would interfere with the adequate covering of the piles. To the maximum extent possible, hardwood slash shall be mixed with conifer slash to create piles that are more burnable. Logging debris greater than six (6) inches in diameter at the small end shall not be piled.

9. The machine piles shall be adequately covered with four (4) mil. (0.004) inch thick black polyethylene plastic to ensure ignition. The plastic shall be furnished by the Purchaser. The plastic shall be oriented southwest (SW) to northeast (NE) and over the top of the pile. 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. Covering shall be completed as directed by the Authorized Officer.

CONSTRUCTION AND COVERING OF HAND PILES

1. Activity generated woody debris shall be handpiled and covered for burning within thirty (30) days after completion of skidding or yarding on each Fuel Reduction Area, as determined by the Authorized Officer. Specified areas and approximate acres are listed below:

Unit No. 1:	Meadow area adjacent to the north unit boundary identified on Exhibit F.	2 acres
Unit No. 2:	Two meadow areas adjacent to the north unit boundary identified on Exhibit F.	3 acres
Unit No. 3:	Two meadow areas. One adjacent to the ground based harvest area below the helicopter landing site, and one adjacent to the northwest unit boundary identified on Exhibit F.	10 acres

2. Slash greater than two (2) feet long and between one (1) inch and six (6) inches in diameter at the large end shall be hand piled. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion shall be piled.

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

4. All hand piles shall have the slashed limbs, and logs placed parallel in the pile and should be constructed as compactly as possible. There shall be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels, and the completed piles shall be free of projecting limbs or slash which would interfere with the adequate covering of the piles. Piles shall be no larger than ten (10) feet in diameter, nor taller than six (6) feet unless otherwise directed by the Authorized Officer. To the maximum extent possible, hardwood slash shall be mixed with conifer slash to create piles that are more burnable. Hand piles shall not be placed in stream channels or on roads.

5. The hand piles shall be adequately covered with four (4) mil. (0.004) inch thick black polyethylene plastic to ensure ignition. The plastic shall be furnished by the Purchaser. The plastic shall be oriented southwest (SW) to northeast (NE) and over the top of the pile. 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. Covering shall be completed as directed by the Authorized Officer.

6. The Purchaser shall provide all tools, materials, equipment, personnel and incidentals necessary to satisfactorily perform and complete the work at the Purchasers expense.

EXHIBIT H
Designation by Description

I. Cutting Operations

- A. In the required logging plan, the Purchaser shall provide a list of fallers who will be conducting the falling operations.
- B. The Purchaser shall notify the Authorized Officer at least 48 hours in advance of replacement or addition of a timber faller.
- C. Approved Cutting Areas - No yarding of cut timber will be allowed until the cutting operations have been approved in writing by the Authorized Officer.

II. Selection Criteria

- A. Provide roadside maintenance and restoration along road 7-10-24 and 7-9-16.4 within the Designation by Description Area shown on Exhibit A by complying with the following criteria:
 - 1. Hardwood trees within 50 horizontal feet of the roads listed above shall be harvested if leaning toward or over the roadbed, and/or hardwood trees with canopies overtopping the roadbed, and/or hardwood trees with conditions of likely or imminent failure.
 - 2. Red alders shall be harvested if they meet all of the following criteria:
 - Within or adjacent to stands greater than 80 years old as shown on Exhibit H map and,
 - Within 50 horizontal feet of road # 7-10-24 and,
 - Have a conifer understory within 20 feet of the red alder to be cut.

III. Compliance Inspection

- A. Compliance inspection by the government will consist of visual observation of on-going cutting operations. Non-compliance with the Selection Criteria shall constitute a contract violation which may result in a suspension of operations as provided in Section 10 of the contract.
- B. If the Purchaser does not comply with the Designation By Description "Selection Criteria" of this Exhibit to the satisfaction of the Authorized Officer after a written warning has been issued, the Authorized Officer may suspend harvesting operations

until corrective measures, as specified in writing by the Authorized Officer, have been taken by the Purchaser. Such corrective measures may include but are not limited to:

1. Replacement of faller(s) by the Purchaser.
2. Approval of fallers by the Authorized Officer based on fallers' satisfactory completion of a BLM test plot.

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

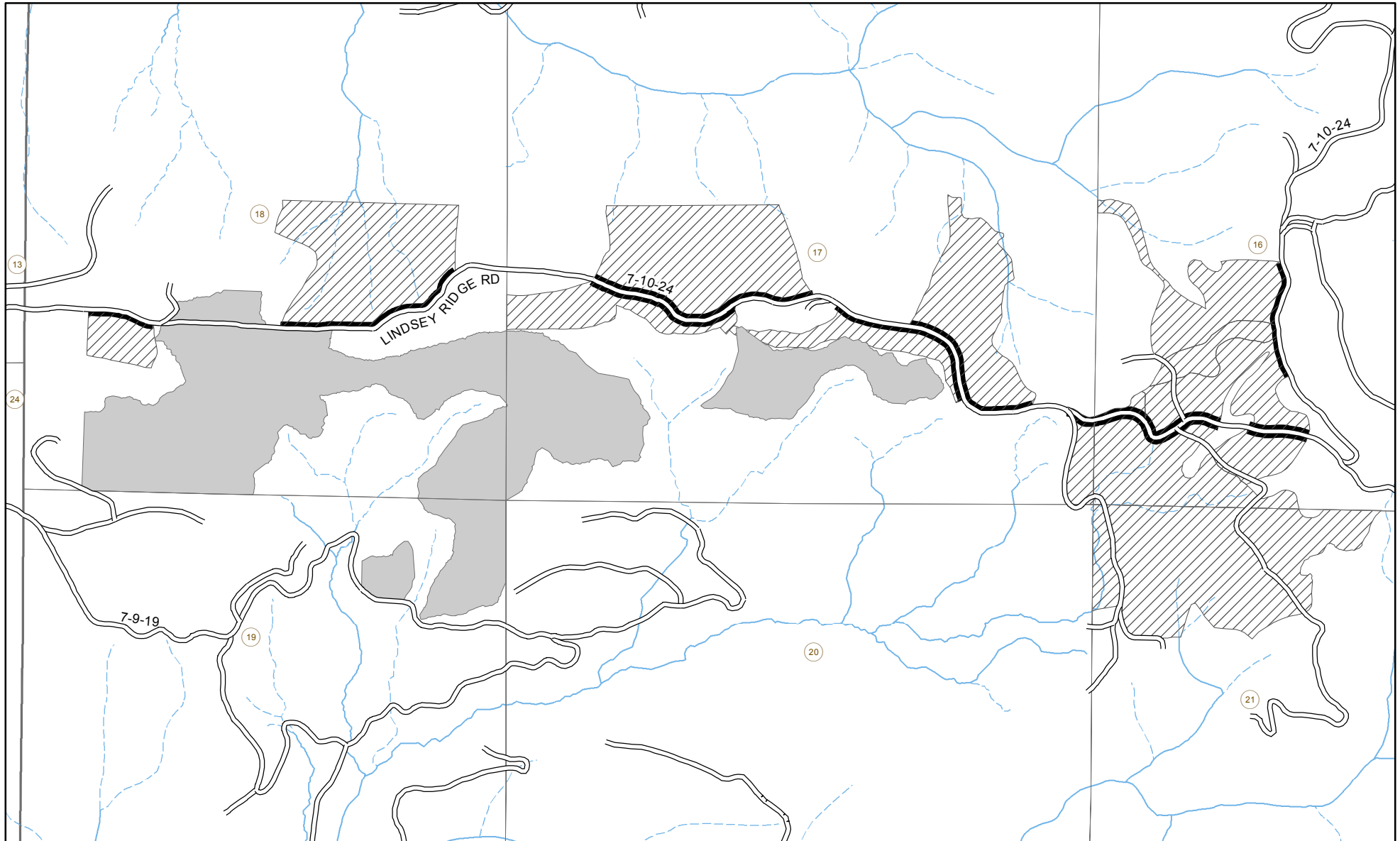
TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS05 -TS-2015.0301





T. 7 S., R. 9 W., Sections 17, 18 & 19, W. M. - SALEM DISTRICT - OREGON

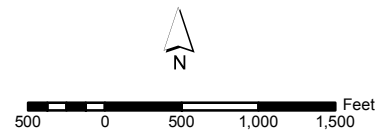
Thin Lindsey Timber Sale

EXHIBIT H

Sheet 3 of 3



-  Timber Stands 80 years old or older
-  Applies to Selection Criteria #2
-  Existing road
-  Thin Lindsey Timber Sale Units

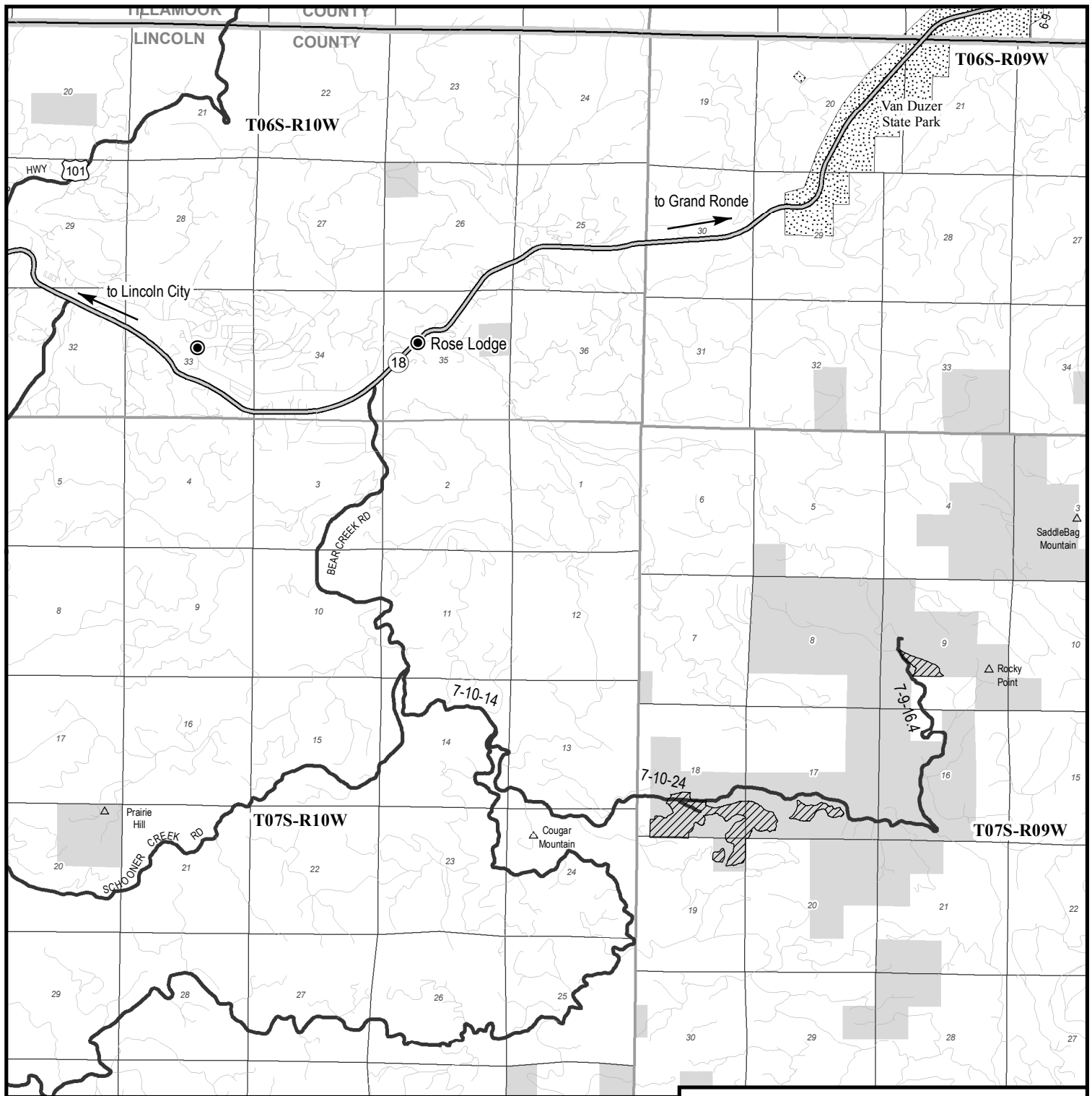


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United States Department of the Interior
BUREAU OF LAND MANAGEMENT

THIN LINDSEY VICINITY MAP - MARYS PEAK

T. 7 S., R. 9, W., T. 7 S., R. 10 W., T. 6 S., R. 9 W., T. 6 S., R. 10 W. - SALEM DISTRICT - OREGON



Thin Lindsey Project Location



State Highway 18



Major Road



Other Road

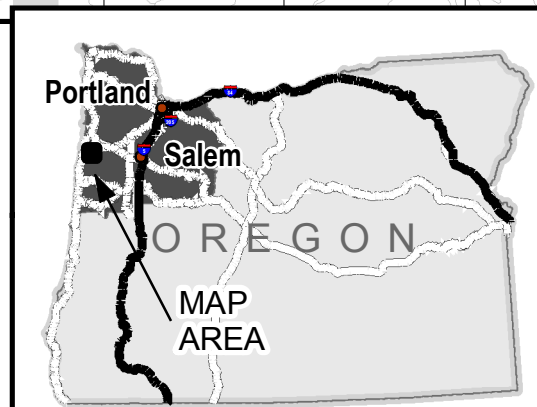


Bureau of Land Management



1 1/2 0 1 Miles

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.



**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Timber - Sale - Summary**

Salem
Thin Lindsey TS
ORS05-TS-2015.0301

Legal Description

Forest Type	Township	Range	Section	Subdivision
PD	7 S	9 W	9	N1/2SW1/4,NW1/4SE1/4
PD	7 S	9 W	16	S1/2SW1/4
PD	7 S	9 W	17	SW1/4, SE1/4
PD	7 S	9 W	18	Lot 6, 7, 8, 9, 10, 11
PD	7 S	9 W	19	NE1/4NE1/4

Cutting Volume (16' MBF)

Unit	DF	WH	RA						Total	Regen	Partial	ROW
1	442	36	15						493	0	18	0
2	516	42	17						575	0	21	0
3	3,269	265	107						3,641	0	133	0
4	99	8	3						110	0	4	0
DD			119						119	0	0	25
RW	8	6	6						20	0	0	1
Totals	4,334	357	267						4,958	0	176	26

Logging Costs per 16' MBF

Stump to Truck	\$ 312.50
Transportation	\$ 41.34
Road Construction	\$ 41.39
Road Amortization	\$ 2.04
Road Maintenance	\$ 8.07
Other Allowances :	

Equipment Washing	\$ 0.06
Grass Seeding	\$ 0.05
Misc	\$ 1.07
Piling	\$ 2.77
Total Other Allowances :	\$ 3.96

Profit & Risk

Total Profit & Risk	14 %
Basic Profit & Risk	11 % + Additional Risk 3 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 52 bf	All : 49 bf
Recovery	Douglas-fir : 95 %	All : 95 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		25
Avg Yarding Slope		45 %
Avg Yarding Distance (feet)		400
Avg Age		70
Volume Cable		0 %
Volume Ground		8 %
Volume Aerial		92 %
Road Construction Stations		0.00
Road Improvement Stations		0.00
Road Renovation Stations		404.99
Road Decommission Stations		0.00

Cruise

Cruised By	Brian W Barclay
Date	09/22/2014
Type of Cruise	VP, 3P, 100%
County, State	Lincoln, OR

Net Volume

Green (16' MBF)	4,958
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

Total Logging Costs per 16' MBF

\$ 409.30

Utilization Centers

Center #1 : Willamina Oregon	40 Miles
Center #1 : Tillamook Oregon	60 Miles
Weighted distance to Utilization Centers	44

Length of Contract

Cutting and Removal Time	36 Months
Personal Property Removal Time	1 Months

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
Thin Lindsey TS
ORS05-TS-2015.0301

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	19,118	4,334	\$ 546.89	\$ 76.56	\$ 409.30			\$ 61.00	\$ 264,374.00
WH	3,075	357	\$ 444.41	\$ 62.22	\$ 409.30			\$ 44.40	\$ 15,850.80
RA	2,976	267	\$ 477.71	\$ 66.88	\$ 409.30			\$ 47.80	\$ 12,762.60
Totals	25,169	4,958							\$ 292,987.40

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				56.0	39.0	5.0
Western Hemlock				34.0	50.0	16.0
Red Alder				28.0	46.0	26.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Western Hemlock		
Red Alder		

Appraised By : Barclay, Brian

Date : 09/22/2014

Area Approval By : Barclay, Brian

Date : 12/17/2014

District Approval By :

Date :

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Salem
Thin Lindsey TS
ORS05-TS-2015.0301

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	19,118	4,334	3,443	
Western Hemlock	3,075	357	273	
Red Alder	2,976	267	216	
Total	25,169	4,958	3,932	

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
5,206	25,169	206	14.3	5,199	105,055	49

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
105,055	586	105,641	4.2	4,958	5,206	95 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
4,543	19,118	237	15.0	4,539	87,734	52

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
87,734	433	88,167	4.6	4,334	4,543	95 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		18		18
2		21		21
3		133		133
4		4		4
DD			25	25
RW			1	1
Totals :		176	26	202