

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

Corbin's Cutoff Timber Sale  
ORS04-TS-2015.0502  
Date: January 28, 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, February 25, 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 Albany Democrat-Herald on or about January 28, 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(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 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 1140-6, 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 5450-17

Form 5440-9

## TIMBER SALE NOTICE

SALEM DISTRICT  
CASCADES RESOURCE AREA  
SALEM MASTER UNIT

SALE DATE: February 25, 2015

CONTRACT NO. ORS04-TS-2015.0502, CORBIN'S CUTOFF: LINN COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$187,600.00.

All timber designated for cutting on Lot 3, Lot 4, Lot 6, Lot 10, Lot 13, Lot 14, Sec. 11; NE1/4, Sec. 12; Lot 1, Lot 2, Lot 7, Lot 8, Lot 9, Lot 10, Lot 16, Sec. 13; W1/2NE1/4, E1/2NW1/4, Sec. 14, T.12S., R.2E.; Lot 11, Sec. 19; SW1/4NE1/4, S1/2NW1/4, Sec. 20, T.12S., R.3E., 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
24,965	4,510	Douglas-fir	5,226	\$293.50	\$,1533,831.00
13,255	1,521	western hemlock	1,756	\$164.50	\$341,542.00
38,220	6,031	Totals	6,982		\$1,875,373.00

**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 were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal area factor (BAF) for partial cut units. None of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 13.3 inches DBHOB; the average gross merchantable log contains 44 bd. ft.; the total gross volume is approximately 7,286 MBF; and 96% recovery is expected. The Right-of-Way volume is based on a 100% cruise for estimating the board foot volume of trees.

**CUTTING AREA:** Seven (7) units totaling approximately two-hundred ninety-nine (299) acres shall be partial cut and approximately three (3) acre of right-of-way shall 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 thirty-six (36) months for cutting and removal of timber.

**LOCATION:**

To Unit 7 and the south end of Unit 5: From Highway 20 take the Quartzville Access road (County roads 932 and 912) for 12.0 miles and turn left (north) onto the 12-3E-29 (M & M Mainline) road and continue for 1.7 miles to the junction with the 12-3E-19 road.

To Unit 7: Turn right (east) onto the 12-3E-19 road and continue for 0.7 miles to Unit 7.

To the south end of Unit 5: Continue on the 12-3E-29 road past the 12-3E-19 junction for 1.7 miles to the south

end of Unit 2. The 12-3E-29 road is blocked in this unit by a landslide, but is to be opened as part of the road work for this project.

To Units 1-4, the north end of Unit 5, Unit 6: Continue on the Quartzville Access road (County road 912 and BLM road 12-3E-29.1) road past the 12-2E-29 junction for 3.6 miles and turn left (west) on the 12-3E-16.3 road for 1.2 miles then turn right on the 12-3E-17.1 road for 0.9 miles. Turn left thru the gate onto the 12-3E-16.1 road for 1.1 miles. Turn left and continue on private road for 0.9 miles until it becomes BLM road 12-3E-7.1 and continue for 0.8 miles until it becomes BLM road 12-3E-29 and continue for 0.5 miles to the junction with the 12-3E-7 road.

To Units 1 and 4: From the 12-3E-29 and 12-3E-7 junction, continue west on the 12-3E-7 road for 0.8 miles to the 12-2E-12 junction within Unit 4. Turn left onto the 12-2E-12 road and continue through the gate (key required) for 1.6 miles, then continue straight onto the 11-1E-19 road for 1.1 miles to Unit 1.

To Units 2, 3, 6 and the north end of Unit 5: From the 12-3E-29 and 12-3E-7 junction, continue south on the 12-3E-29 road for 1.2 miles to the junction with the 12-2E-13 road at the north end of Unit 5. Turn right on the 12-2E-13 road and continue for 3.0 miles to Unit 2. Continue another 0.5 miles on the 12-2E-13 road to the junction of the walk-in portion of the 12-2E-13 road accessing Units 6 and 7. Walk 0.5 miles to access Unit 6, and continue for an additional 0.6 miles to access Unit 7.

#### ACCESS AND ROAD MAINTENANCE:

Gate keys are required for access. Prospective bidders may obtain a 4C17 key from the Salem 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 rock wear in the amount of fourteen-thousand, three-hundred, seventy-six and 48/100ths dollars, (\$14,376.48) 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.

In the use of Weyerhaeuser Company controlled roads which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement with Weyerhaeuser and pay to Weyerhaeuser a road maintenance obligation for rock wear in the amount of three-hundred, twenty-five and 63/100ths dollars, (\$325.63), pay a road use obligation of one thousand, two hundred, seventy-eight and 00/100ths dollars, (\$1,278.00), and will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and furnish a performance bond in the amount of \$2,000.00. Purchaser will be required to maintain certain Weyerhaeuser controlled roads as shown on Exhibit E map.

In the use of Dennis Kida controlled roads which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement with Dennis Kida and pay to Dennis Kida a road maintenance obligation for rock wear in the amount of seventy-six and 15/100 dollars, (\$76.15) will be required to carry liability insurance with limits of \$500,000.00/\$500,000.00/\$500,000.00 and furnish a performance bond in the amount of \$1,000.00. Purchaser will be required to maintain certain Dennis Kida controlled roads as shown on Exhibit E map.

In the use of Timber Service Company controlled roads which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement with Timber Service and pay to Timber Service a road maintenance obligation for rock wear in the amount of one hundred, fifty-one, and 25/100 dollars, (\$151.25), pay a road use obligation of, five hundred, forty-nine and 55/100 dollars (\$549.55) and will be required to carry liability insurance with limits of \$100,000.00/\$300,000.00/\$300,000.00 and furnish a performance bond in the amount of \$5,000.00. Purchaser will be required to maintain certain Cascade Timber controlled roads as shown on Exhibit E map.

In the use of Rosboro LLC controlled roads which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement with Rosboro and pay to Rosboro a road maintenance obligation for rock wear in the amount of seventy-nine and 90/100ths dollars, (\$79.90), pay a road use obligation of three hundred, twenty-eight and 75/100ths dollars, (\$328.75), and will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and furnish a performance bond in the amount of \$2,000.00. Purchaser will be required to maintain certain Rosboro 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.

ROAD CONSTRUCTION, IMPROVEMENT AND RENOVATION: The Purchaser will be required to do all work set forth below. The Purchaser shall supply all materials unless otherwise indicated.

1. New Construction:

Road 12-2E-24, 200 feet, 14-foot subgrade, outsloped, no ditch, Surfacing-dirt, Usable width 12 feet.

Road 12-3E-20.1, 1510 feet, 14-foot subgrade, outsloped, no ditch, Surfacing-dirt, Usable width 12 feet.

2. Improvement

Road 12-3E-07, segment B/1part, 435 feet, 16-foot subgrade, crowned, 3 foot ditch, Surfacing-12 inch depth (3 inch minus), Usable width 12 feet.

Road 12-3E-29, segment I part, 420 feet, 16-foot subgrade, crowned, 1 foot ditch, Surfacing-12 inch depth (3 inch minus), Usable width 12 feet.

3. Renovation:

15.92 miles of road to be brushed, bladed with grader, spot rocking, ditch cleaned, clean inlet, outlet and barrel of all existing culverts. Of those 15.92 miles, 1.81 miles will need to be bladed with a dozer to clear small saplings, to smooth out previous running surface ripping and culvert removals.

4. Estimated Quantities:

Clearing:

1.8 acres of new construction

Excavation:

2,320 cubic yards of common

Culvert and Flume:

348 lineal feet of 24 inch culvert, including culvert bands

40 lineal feet of 24 inch polyethylene pipe, including culvert bands

40 lineal feet of 24 inch polyethylene half round downspout pipe, turner elbows

100 lineal feet of 6 inch polyethylene drain pipe smooth bore.

Purchase and Install 100 culvert markers at new and existing culverts.

Seed, fertilize and mulch new culvert installation sites.

5. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
2,340 cubic yards (truck measure)	2 inch minus crushed rock
650 cubic yards (truck measure)	pitrun rock
20 cubic yards (truck measure)	washed river rock

Rock Sources:

All aggregate to be purchased from commercial source

Aggregate to be hauled, processed and compacted for fill, surfacing and spot rocking purposes.

Watering: as needed

Rolling: 1 hour for every 150 cubic yards of aggregate placed 3,010 c.y. = 20 hours

1 hour per 6 stations of improvement road 1.81 miles = 16 hours

Total = 36 hours

6. Major Structures:

None

7. Miscellaneous Items:

- a. Slope Staking: 855 feet
- b. Construct French Drain using drain pipe, washed river rock and geotextile.
- c. Right-of-way Debris Disposal:

Debris resulting from new construction and improvement on BLM shall be disposed of by scattering on the downhill side of the existing road.

- d. Final Maintenance:

Shape with grader 16.41 miles of road, place water bars on 2.14 miles of these roads and construct 5 barricades consisting of either a debris or trench and berm barricade.

Seed and fertilize 1.7 acre, seed, fertilize and mulch 0.4 acre.

OTHER:

Purchaser's logging plan may include optional new road construction, length and location to be approved by the Authorized Officer. Any additional cost for constructing or surfacing these roads will be at the Purchasers expense.

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

## SPECIAL ATTENTION ITEMS:

Sec. 41.a-e      Reserved timber  
Sec. 42.j.        Seasonal restrictions

## DESIGNATION AND SALE OF ADDITIONAL TIMBER

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;

-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 697 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**

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Hauling on natural surface roads (42.j.1.)												
Ground-based operations (42.j.2.)												
Road Construction / Stabilization (42.j.3.)												
Falling, yarding, and road work operations in Units: 2,3,5,6 (42.j.4.)*												
In-water work: stream crossings/ culvert work (42.j.5.)												
Key	Operations allowed					Operations restricted						

**\*This seasonal restriction may be waived by the Authorized Officer if protocol surveys indicate no presence of nesting spotted owls within disturbance distance (0.25 miles for most activities).**

## TIMBER SALE CONTRACT SPECIAL PROVISIONS

### Sec. 41.

#### RESERVED

- a. All timber within the Reserve Areas shown on Exhibit A and all painted orange and posted trees which are on or mark the boundaries of the Reserve Areas and/or Right-of-Way Areas.
- b. All trees marked with orange paint within the boundary of the Partial Cut Areas shown on Exhibit A.
- c. All hardwood tree species seven (7) inches DBH and greater within the boundary of the Partial Cut Areas shown on Exhibit A, with exception of Right-of-Ways.
- d. All snags greater than fifteen (15) inches DBH and greater than fifteen (15) feet tall in the Partial Cut Areas shown on Exhibit A.
- e. All existing down logs greater than nineteen (19) inches diameter on the large end and greater than nineteen (19) feet long.

### 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.

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 pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a pre-work conference. 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 of the date the Purchaser plans to begin operations.

c. 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 skid trail, skyline corridors; tailhold, tieback, guyline, lift, intermediate support, and the clearing limits of landings on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan required in Sec. 42.b. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

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

2. The Purchaser may immediately cut and remove additional timber to clear skid trails, skyline corridors; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a non-reserve color of paint above and below stump height by the Authorized officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d) of the contract.

3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that the trees otherwise reserved in Sec. 41 of the contract or any tree that exceeds thirty-four (34) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

4. This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Sec. 10 of the contract constitutes a violation of the contract and under Sec. 13 of the contract may constitute a trespass rendering the Purchaser liable

for damages under applicable law.

5. If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

d. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting shall be felled within the Partial Cut Boundary and cut into log lengths not to exceed forty (40) feet plus trim before being yarded unless otherwise approved in writing by the Authorized Officer.

e. In the Partial Cut Area – Ground Based Yarding, shown on Exhibit A, skidding shall be done by a skidder equipped with a winch capable of winching logs seventy-five (75) feet unless otherwise approved by the Authorized Officer. The minimum distance between skid trails shall be one hundred fifty (150) feet unless otherwise approved by the Authorized Officer. Such skid trails shall be limited to the minimum width necessary for skidding of logs with minimum damage to reserve trees. The Purchaser shall directionally fall trees into lead with the winching or skidding direction and winch to these skid trails. The leading end of all logs shall be transported free of the ground during skidding. No skidding equipment shall be permitted to operate off these skid trails.

f. In the Partial Cut Area – Skyline Yarding, shown on Exhibit A, logs shall be yarded with the leading end of all logs transported free of the ground during in-haul yarding. The rigging of tail or lift trees or the use of tailholds outside the Partial Cut Area shown on Exhibit A shall be required where necessary to meet this requirement. Lift trees and skyline corridors shall be selected and flagged by the Purchaser and approved by the Authorized Officer prior to commencement of falling operations.

g. Excessive damage to the reserve timber, as determined by the Authorized Officer, will result in suspension of the operation(s) until mitigation measures are in place to prevent further damage as directed by the Authorized Officer.

h. 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.

i. No winching, skidding or yarding is permitted across any reserve area shown on Exhibit A unless approved in writing by the Authorized Officer.

j. The following seasonal restrictions shall be observed:

- 1) No hauling on natural surface roads shall be conducted during periods of wet conditions as determined by the Authorized Officer. Hauling on natural surface roads will generally be restricted between November 1<sup>st</sup> of one calendar year and May 31<sup>st</sup> of the following year, both days inclusive, depending on weather conditions.

- 2) No ground-based equipment operations shall be conducted on the Contract Area shown on Exhibit A during periods of wet soil conditions as determined by the Authorized Officer. Ground-based operations will generally be restricted between December 1<sup>st</sup> of one calendar year and May 31<sup>th</sup> of the following calendar year both days inclusive, depending on weather conditions.
- 3) No road construction or road stabilization shall be conducted on Contract Area shown on Exhibit A during periods of wet soil conditions as determined by the Authorized Officer. Road construction will generally be restricted between December 1<sup>st</sup> of one calendar year and April 30<sup>th</sup> of the following calendar year both days inclusive, depending on weather conditions.
- 4) No falling, yarding, or road work operations shall be conducted within Units 2, 3, 5, and 6 shown on Exhibit A from March 1<sup>st</sup> and to July 15<sup>th</sup> of each year both days inclusive due to nesting of Northern Spotted Owls.
- 5) No in-water work shall be conducted on the Contract Area shown on Exhibit A between October 15<sup>th</sup> of one calendar year and June 1<sup>st</sup> of the following calendar year both days inclusive, to protect water quality.

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

- k. 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.
- l. 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 hauling the Purchaser shall water bar, construct barricades, seed and fertilize in accordance with the plans and specifications shown on Exhibit D and E, 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
12-2E-11, All	0.38	BLM	ASC

12-2E-12, A, B, C/1, C/2, D	1.64	BLM	ASC
12-2E-13	4.97	BLM	ASC
12-2E-14.6	0.16	BLM	ASC
12-2E-24	0.04	BLM	NATURAL
12-3E-07, A, B/1, B/2	0.70	BLM	ASC
12-3E-19, A, C	0.95	BLM	ASC
12-3E-20.1	0.29	BLM	NATURAL
12-3E-29, B/2, C/1, C/2, D, E, F, G/1, G/2, I, J/1, J/2, K	4.64	BLM	ASC

p. The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of fourteen thousand, three hundred, seventy-six and 48/100ths dollars (\$14,376.48), 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.o. 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 by him, under the terms of Exhibit D, "Purchaser Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof.

r. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. OR045540 (R.W.A. S-975) dated November 2, 1987 between the United States of America and Weyerhaeuser Company. These conditions include: Execution of a license agreement, payment to Weyerhaeuser Company a road use obligation of one thousand, two hundred, seventy-eight and 00/100ths dollars (\$1,278.00), and a rockwear obligation of three hundred, twenty-five and 63/100ths dollars (\$325.63), payable at execution of the license agreement. 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 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 \$1,000,000.00/\$1,000,000.00/\$1,000,000.00, and a performance bond of \$10,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
11-1E-19, N, O	1.19	Weyerhaeuser	ASC

s. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the

conditions of Right-of-Way and Road Use Agreement No. OR048042 (S-1041) dated January 31, 1992 between the United States of America and Dennis Kida. These conditions include: Execution of a license agreement, payment to Dennis Kida a rockwear obligation of seventy-six and 15/100ths dollars (\$76.15), payable at execution of the license agreement. This document is available for inspection at the office of the Authorized Officer. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. Default by the Purchaser of said Right-of-Way and Road use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with \$500,000.00/\$500,000.00/\$500,000.00 and a performance bond of \$10,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
12-3E-19, B	0.15	Dennis Kida	ABC

t. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. ORE18579 (S-622) dated February 14, 1966 between the United States of America and Timber Service Company. These conditions include: Execution of a license agreement, payment to Timber Service a road use obligation of five hundred, forty-nine and 55/100ths dollars (\$549.55), and a rockwear obligation of one hundred fifty-one and 25/100ths dollars (\$151.25), payable at execution of the license agreement. This document is available for inspection at the office of the Authorized Officer. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. Default by the Purchaser of said Right-of-Way and Road use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with \$100,000.00/\$300,000.00/\$300,000.00 and a performance bond of \$5,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
12-3E-19, D, E	0.52	Timber Service	ASC

u. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. OR045020 (S-743) dated August 14, 1969 between the United States of America and Rosboro LLC. These conditions include: Execution of a license agreement, payment to Rosboro a road use obligation of three hundred, twenty-eight and 75/100ths dollars (\$328.75), and a rockwear obligation of seventy-nine and 90/100ths dollars (\$79.90), payable at execution of the license agreement. This document is available for inspection at the office of the Authorized Officer. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. Default by the Purchaser of said Right-of-Way and Road use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with \$1,000,000.00/\$1,000,000.00/\$1,000,000.00 and a performance bond of \$10,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
12-3E-19.10, A, B, C, D	0.62	`Rosboro LLC	ASC

v. 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.

w. 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

x. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall clean all plant parts and soil from all earth disturbing equipment and logging equipment prior to entry onto and departure from lands managed by the BLM unless otherwise agreed by the Authorized Officer to reduce or prevent the spread of noxious weeds to and from the Contract Area shown on Exhibit A. 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 lands managed by the BLM.

y. The Purchaser shall install water bars or comparable erosion control measures and/or place logging slash and debris on skid trail roads in accordance with instructions from the Authorized Officer. This work shall be completed within fifteen (15) days after notification by the Authorized Officer after completion of hauling logs from that landing.

z. 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 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.
- (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 operation 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 standard 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 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, 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 expressed 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

aa. 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

bb. 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.

cc. 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 Corbin's Cutoff 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 (100) 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

dd. The Purchaser shall assist the Government in the pile burning in accordance with Sec. 42.cc. 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 six hundred twenty-one and 12/100 dollars (\$5,621.12). Upon making such contribution, the Purchaser shall be relieved of the obligations set out in Sec. 42.cc. 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 RESTRICTIONS

ee. 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 ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (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 Sec. 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.

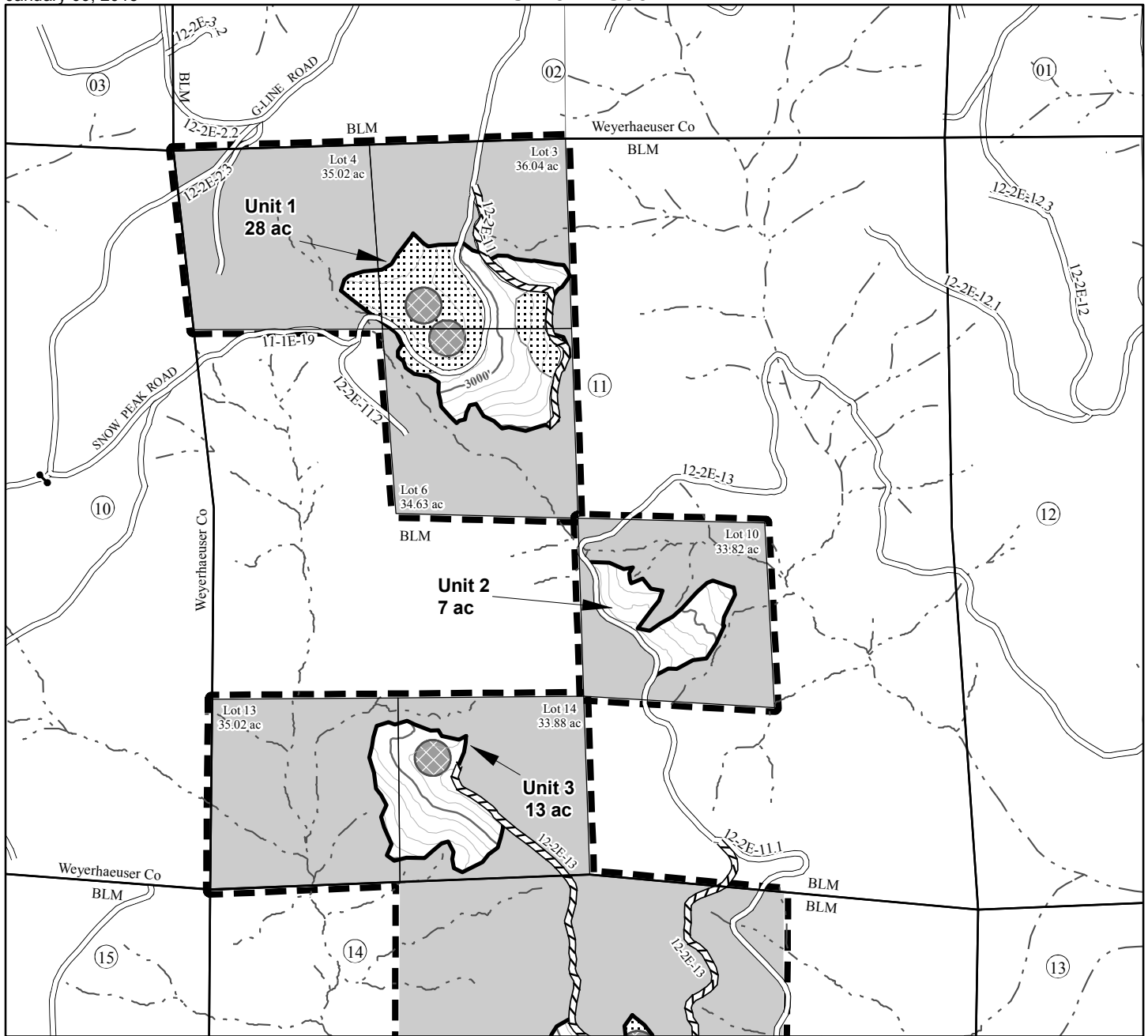
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Salem District - Oregon

Corbin's Cutoff  
Timber Sale  
Exhibit A  
Page 1 of 5

**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R02E Sec 11



Partial Cut Area	299 Acres
Road Right-of-Way	3 Acres
Reserve Area	658.21 Acres
<b>Contract Area</b>	<b>960.21 Acres</b>

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

- Gate
- ~ Stream
- ~ Existing Roads
- ~ Overgrown or Impassable Road
- Lot
- ⊗ Low Density Thinning Area
- Reserve Area
- ⬜ Contract Area
- ⬜ Partial Cut Boundary
- ⬜ Partial-Cut Area - Skyline Yarding
- ⬜ Partial-Cut Area - Ground Based Yarding
- ⬜ Land Ownership

Note: Unit acres include existing roads and new roads. 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.

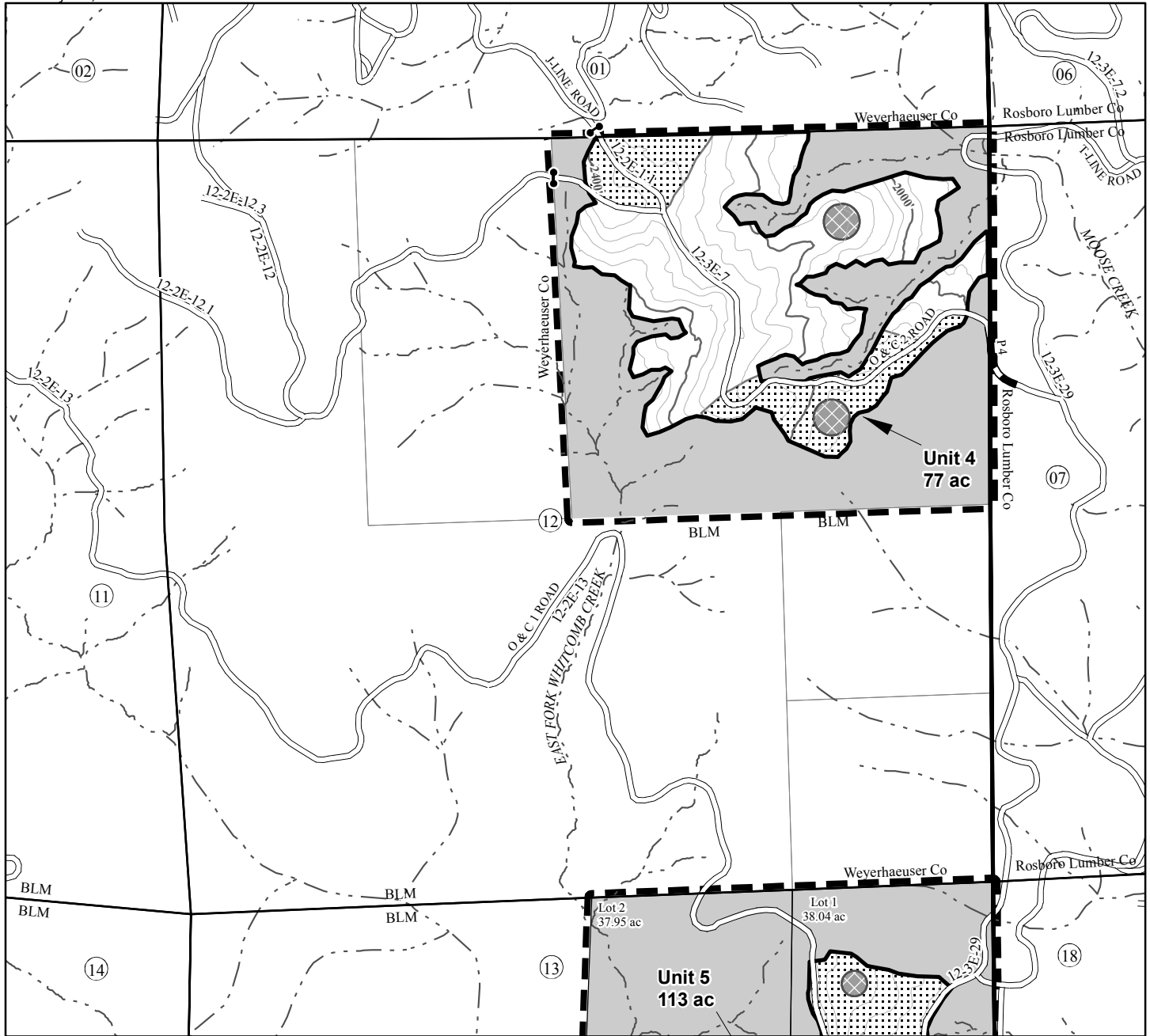
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Salem District - Oregon

Corbin's Cutoff  
Timber Sale  
Exhibit A  
Page 2 of 5

**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R02E Sec 12



1,000 500 0 Feet

Partial Cut Area	299 Acres
Road Right-of-Way	3 Acres
Reserve Area	658.21 Acres
<b>Contract Area</b>	<b>960.21 Acres</b>

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

- Gate
- Stream
- Existing Roads
- Road to be Improved
- Lot
- Low Density Thinning Area
- Reserve Area
- Contract Area
- Partial Cut Boundary
- Partial-Cut Area - Skyline Yarding
- Partial-Cut Area - Ground Based Yarding
- Land Ownership

Note: Unit acres include existing roads and new roads. 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.

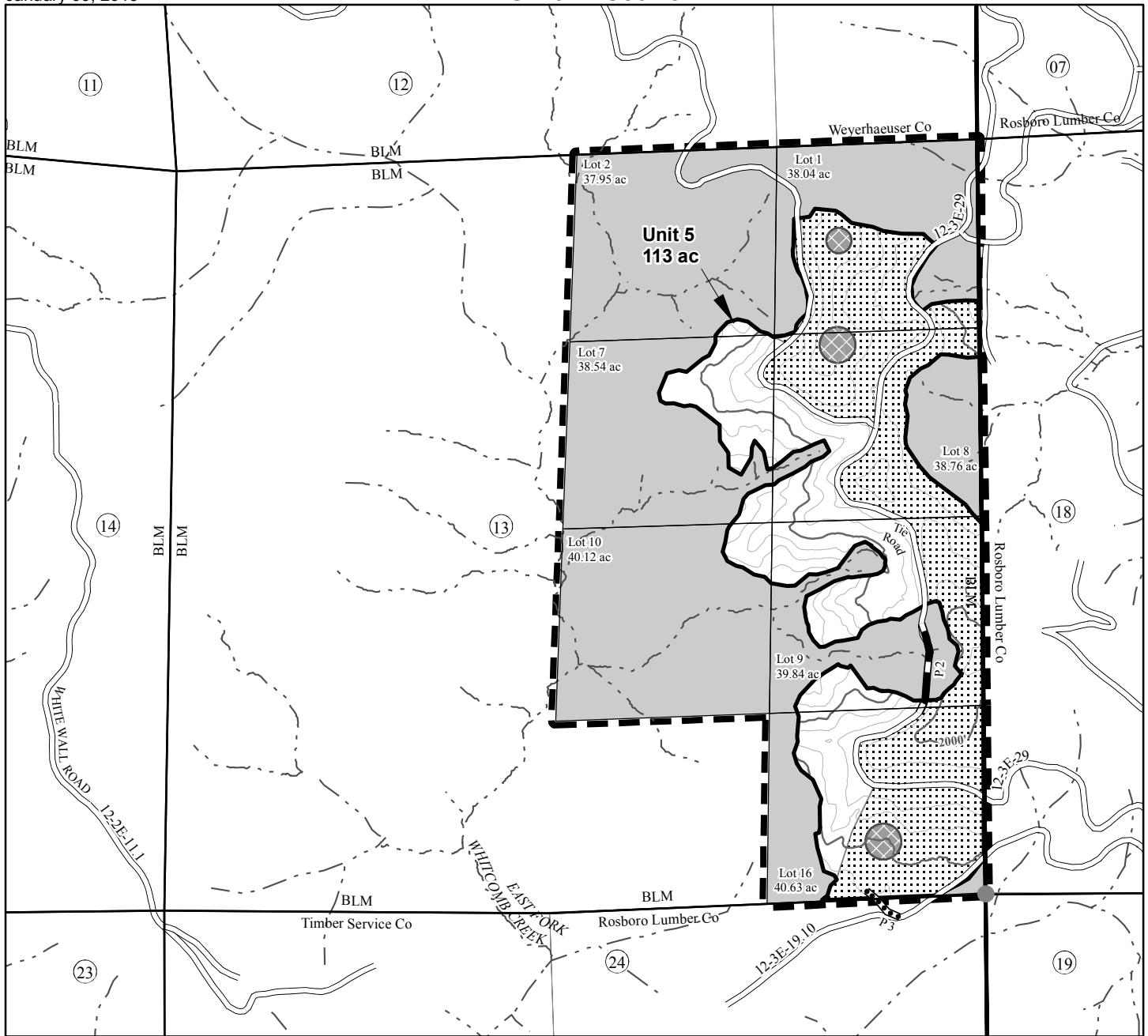
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Salem District - Oregon

Corbin's Cutoff  
Timber Sale  
Exhibit A  
Page 3 of 5

**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R02E Sec 13



1,000 500 0 Feet

Partial Cut Area	299 Acres
Road Right-of-Way	3 Acres
Reserve Area	658.21 Acres
<b>Contract Area</b>	<b>960.21 Acres</b>

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

- Stream
- Existing Roads
- Road to be Improved
- Road to be Constructed
- Lot
- Low Density Thinning Area
- Reserve Area
- Contract Area
- Partial Cut Boundary
- Partial-Cut Area - Skyline Yarding
- Partial-Cut Area - Ground Based Yarding
- Land Ownership

Note: Unit acres include existing roads and new roads. 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.



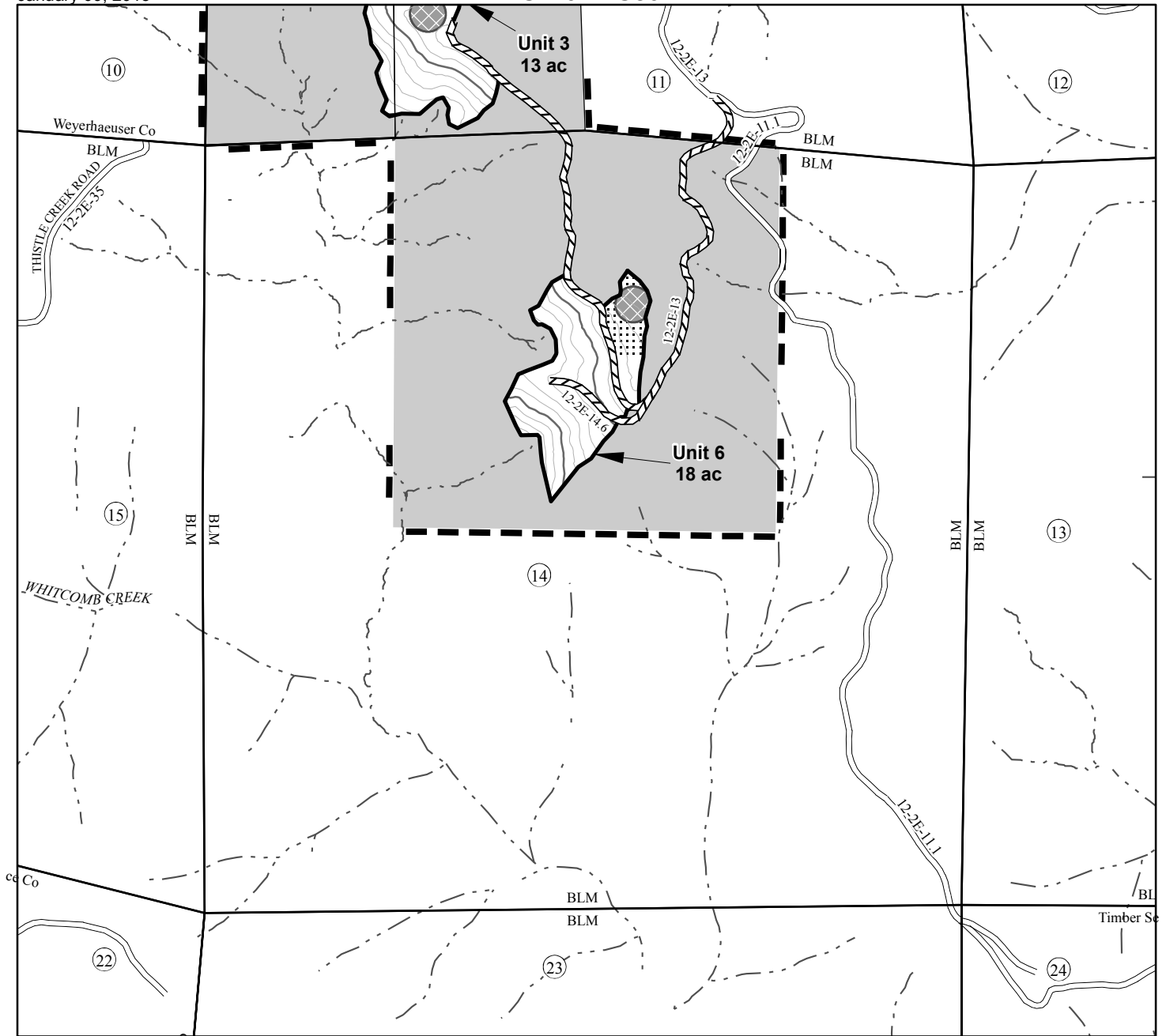
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Salem District - Oregon

Corbin's Cutoff  
Timber Sale  
Exhibit A  
Page 4 of 5

**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R02E Sec 14



Partial Cut Area	299 Acres
Road Right-of-Way	3 Acres
Reserve Area	658.21 Acres
<b>Contract Area</b>	<b>960.21 Acres</b>

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

- ~ - Stream
- ~ - Existing Roads
- ~ - Overgrown or Impassable Road
- - Lot
- ⊗ - Low Density Thinning Area
- - Reserve Area
- ▬ - Contract Area
- ▬ - Partial Cut Boundary
- - Partial-Cut Area - Skyline Yarding
- ▨ - Partial-Cut Area - Ground Based Yarding
- - Land Ownership

Note: Unit acres include existing roads and new roads. 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.

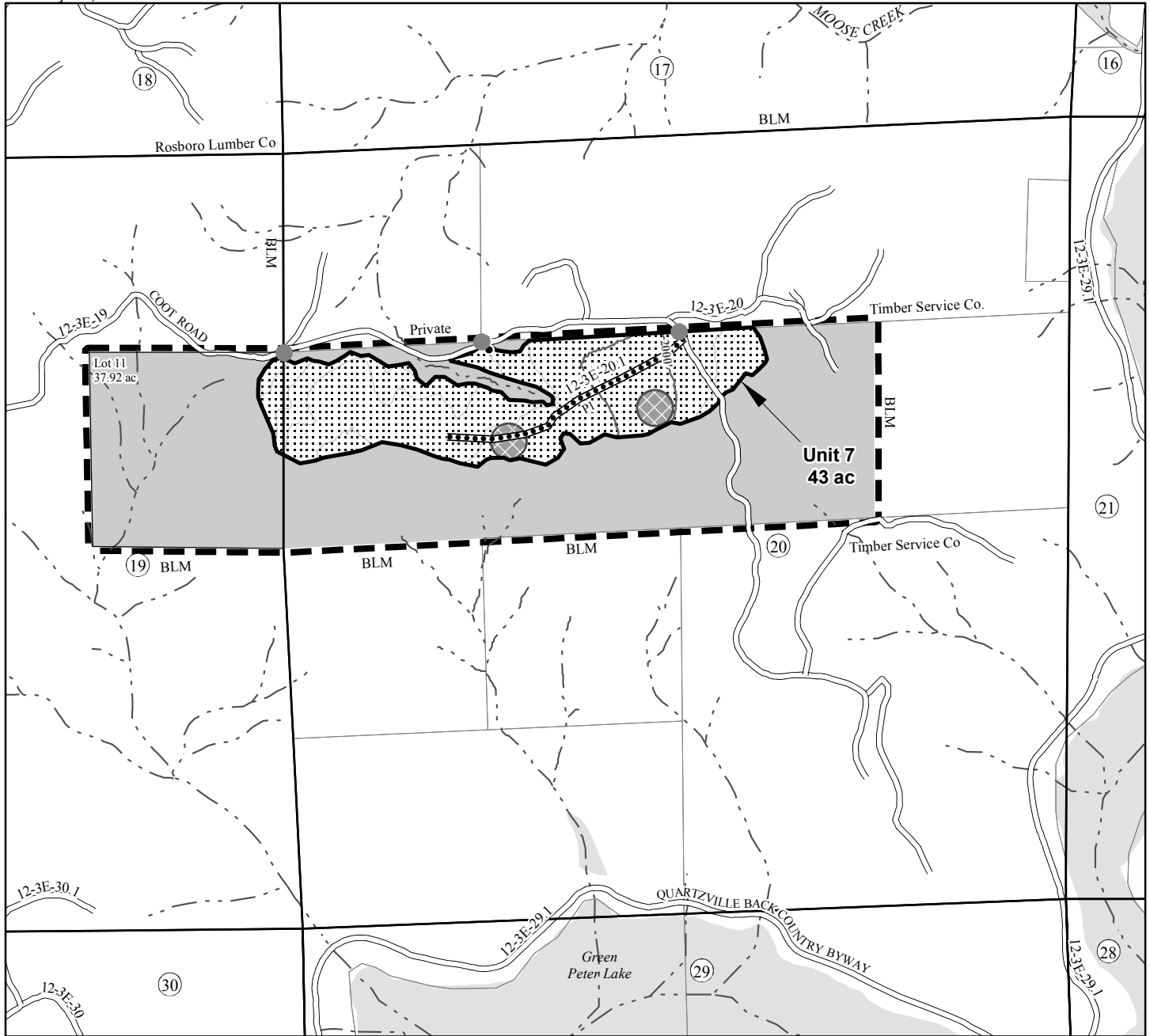
United States Department of the Interior  
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Salem District - Oregon

Corbin's Cutoff  
Timber Sale  
Exhibit A  
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**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R03E Sec 20



Partial Cut Area	299 Acres
Road Right-of-Way	3 Acres
Reserve Area	658.21 Acres
<b>Contract Area</b>	<b>960.21 Acres</b>

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

- Found Corner
- Gate
- ~ Stream
- ~ Existing Roads
- ~ Road to be Constructed
- Lot
- ⊗ Low Density Thinning Area
- Reserve Area
- ⬜ Contract Area
- ⬜ Partial Cut Boundary
- ▨ Partial-Cut Area - Ground Based Yarding
- Land Ownership

Note: Unit acres include existing roads and new roads. 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.

UNITED STATES  
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BUREAU OF LAND MANAGEMENT

**EXHIBIT B / PRE-SALE**

5450-3

Contract No.

ORS04-TS-2015.0502

Corbin's Cutoff

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	5,226.0	MBF	\$293.50	\$1,533,831.00
Western Hemlock	1,756.0	MBF	\$194.50	\$341,542.00
<b>TOTALS</b>	<b>6,982.0</b>	<b>MBF</b>		<b>\$1,875,373.00</b>

The apportionment of the total purchase price is as follows:

Unit 1

Douglas Fir	392.0 MBF	X	\$293.50	=	\$115,052.00
Western Hemlock	247.0 MBF	X	\$194.50	=	\$48,041.50
<b>Total</b>	<b>639.0 Mbf</b>				<b>\$163,093.50 ÷ 28.0 acres = \$5,824.77/Acre</b>

Unit 2

Douglas Fir	98.0 MBF	X	\$293.50	=	\$28,763.00
Western Hemlock	62.0 MBF	X	\$194.50	=	\$12,059.00
<b>Total</b>	<b>160.0 Mbf</b>				<b>\$40,822.00 ÷ 7.0 acres = \$5,831.71/Acre</b>

Unit 3

Douglas Fir	182.0 MBF	X	\$293.50	=	\$53,417.00
Western Hemlock	115.0 MBF	X	\$194.50	=	\$22,367.50
<b>Total</b>	<b>297.0 Mbf</b>				<b>\$75,784.50 ÷ 13.0 acres = \$5,829.58/Acre</b>

Unit 4

Douglas Fir	1,484.0 MBF	X	\$293.50	=	\$435,554.00
Western Hemlock	311.0 MBF	X	\$194.50	=	\$60,489.50
<b>Total</b>	<b>1795.0 Mbf</b>				<b>\$496,043.50 ÷ 77.0 acres = \$6,442.12/Acre</b>

Unit 5

Douglas Fir	2,175.0 MBF	X	\$293.50	=	\$638,362.50
Western Hemlock	452.0 MBF	X	\$194.50	=	\$87,914.00
<b>Total</b>	<b>2627.0 Mbf</b>				<b>\$726,276.50 ÷ 113.0 acres = \$6,427.23/Acre</b>

Unit 6

Douglas Fir	252.0 MBF	X	\$293.50	=	\$73,962.00
Western Hemlock	158.0 MBF	X	\$194.50	=	\$30,731.00
<b>Total</b>	<b>410.0 Mbf</b>				<b>\$104,693.00 ÷ 18.0 acres = \$5,816.28/Acre</b>

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DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXHIBIT B / PRE-SALE**

5450-3

Contract No.

ORS04-TS-2015.0502

Corbin's Cutoff

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

Unit 7

Douglas Fir	602.0 MBF	X	\$293.50	=	\$176,687.00
Western Hemlock	379.0 MBF	X	\$194.50	=	\$73,715.50
Total	981.0 Mbf				\$250,402.50 ÷ 43.0 acres = \$5,823.31/Acre

Unit R/W4

Douglas Fir	6.0 MBF	X	\$293.50	=	\$1,761.00
Western Hemlock	4.0 MBF	X	\$194.50	=	\$778.00
Total	10.0 Mbf				\$2,539.00 ÷ 1.0 acres = \$2,539.00/Acre

Unit R/W5

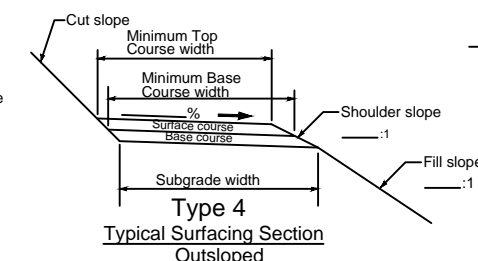
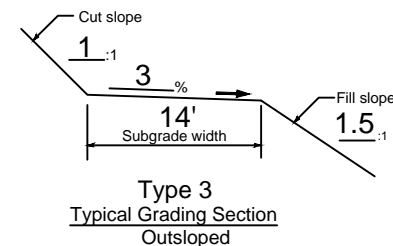
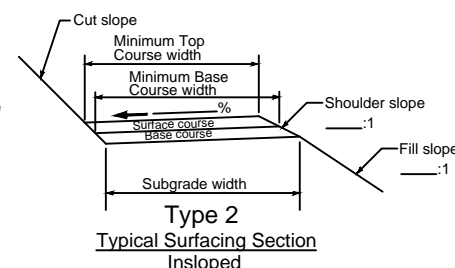
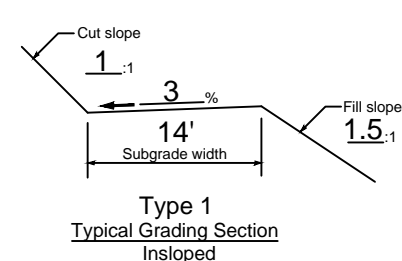
Douglas Fir	6.0 MBF	X	\$293.50	=	\$1,761.00
Western Hemlock	2.0 MBF	X	\$194.50	=	\$389.00
Total	8.0 Mbf				\$2,150.00 ÷ 1.0 acres = \$2,150.00/Acre

Unit R/W7

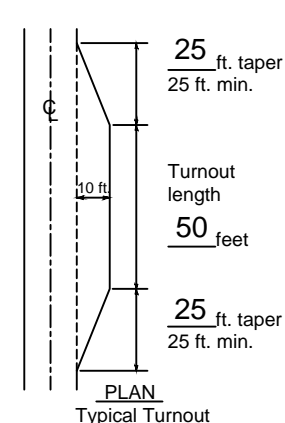
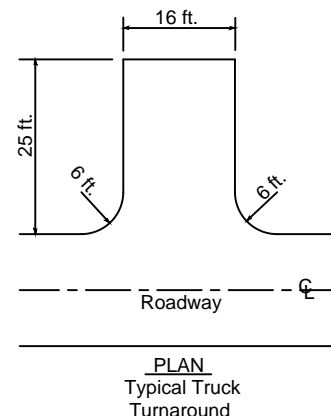
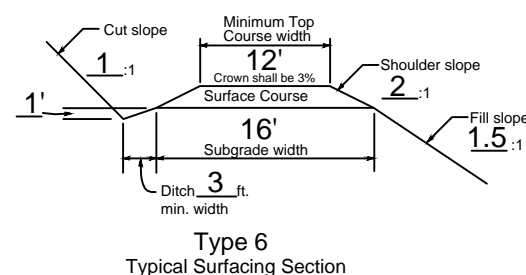
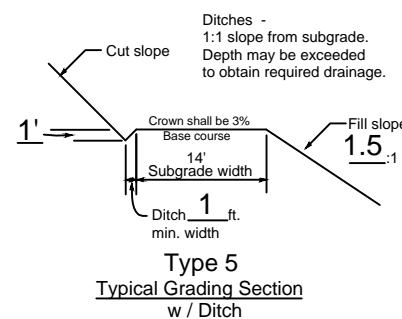
Douglas Fir	29.0 MBF	X	\$293.50	=	\$8,511.50
Western Hemlock	26.0 MBF	X	\$194.50	=	\$5,057.00
Total	55.0 Mbf				\$13,568.50 ÷ 1.0 acres = \$13,568.50/Acre

U.S. DEPT. OF THE INTERIOR  
Bureau of Land Management  
SALEM DISTRICT OFFICE - OREGON

EXHIBIT C  
Corbin's Cutoff  
ORS04-TS-2015.0502  
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[illegible]

NOTE: TYPE 2 through 5 TYPICAL SECTIONS not to be used where grade exceeds 6%.



## \*NOTES

1. Extra subgrade widths  
Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of curves as follow:  
1 ft. for 75 ft. radius  
2 ft. for 60 ft. radius
  2. Backslopes  

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

Note:  
Full bench construction is required on side slopes exceeding 60%.
  3. Surface type  

	Grading
PRR - Pit run rock	A - 3"
GRR - Grid rolled rock	B - 2" (base
SRN - Screened rock	C - 3" jaw run course)
JRR - Jaw run rock	
ABC - Aggr. base course	C - 1-1/2"
ASC - Aggr. surface course	D - 1" (surface
WC - Wood chips	E - 3/4" course)
  4. Turnouts  
Width - 10 ft. in addition to subgrade width, or as shown on the plans.  
Located approximately as shown on the plans.  
Intervisible and not more than 750 ft. apart.
  5. Surfacing  
Turnouts, curve widening and road approach aprons shall be surfaced.
  6. Clearing width  
See Section 200.
  7. As posted and painted for Right-of-Way:
  8. Drainage  
See Culvert List, Sheet 1 of 4.
  9. Grading  
See Sections 300 & 500
  10. Compaction  
See Sections 300, 500 and 1200

[illegible]

△ CPP=Corrugated Plastic Pipe, 24" diameter pipe may be either CPP or Aluminized Steel, 16 gage.

GAGE CHART STEEL & ALUM.		
GAGE	DEC. EQUIV. INCHES	
	STEEL	ALUM.
10	.138	.135
12	.109	.105
14	.079	.075
16	.064	.060

UNITED STATES DEPARTMENT OF THE INTERIOR  
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SALEM DISTRICT - OREGON

DRAWN	Steven Ditterick	SCALE	not to scale
DATE	2014	SHEET	1 OF 4

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SALEM DISTRICT – OREGON

Contract No. ORS04-TS-2015.0502

Sale Corbin's Cutoff

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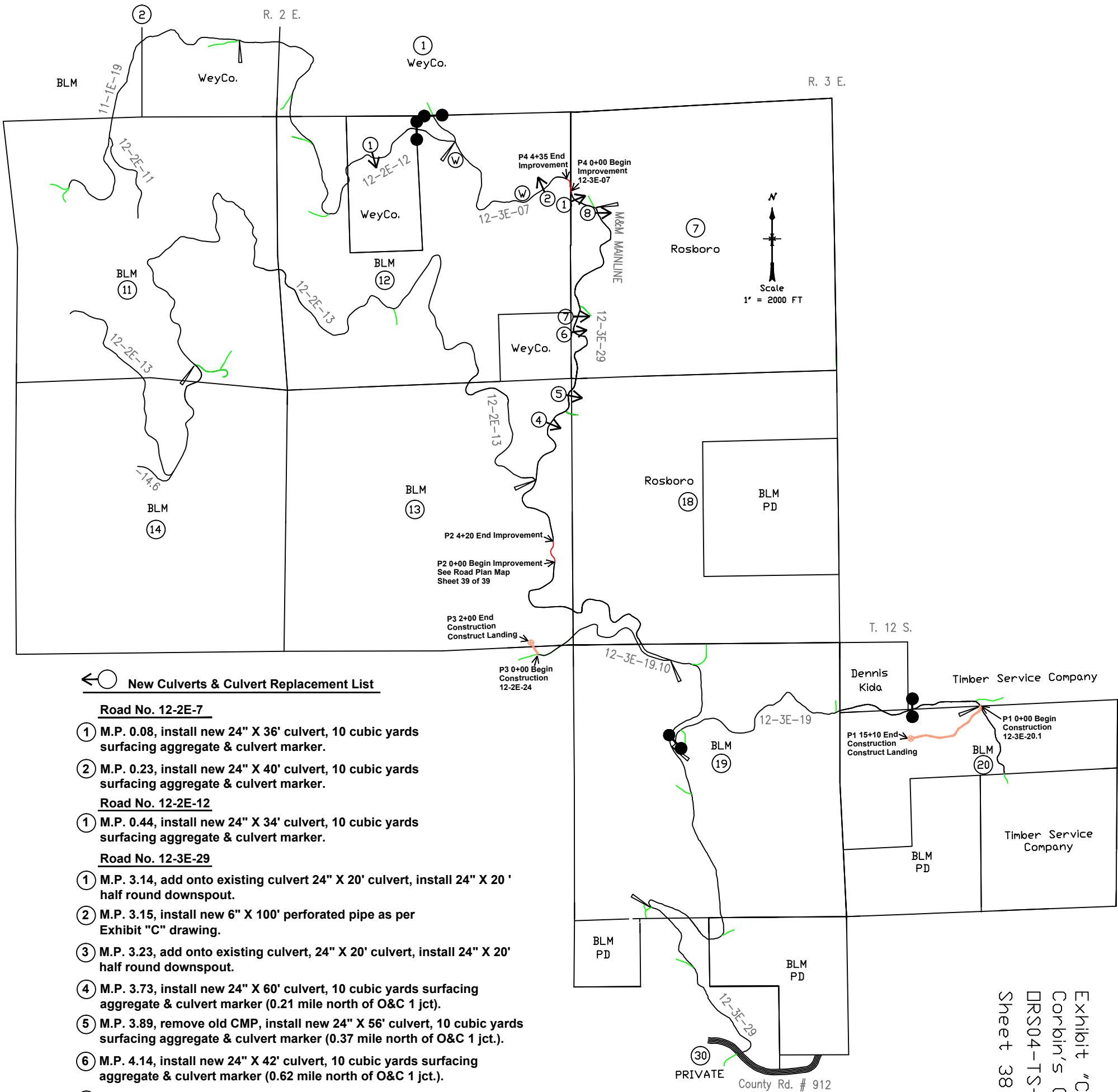
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Bureau of Land Management

Road Plan Map

Secs. 7, 18, 19, 20, 30,  
T. 12 S., R. 3 E., W. M.  
Secs. 1, 2, 11, 12, 13, 14, 24,  
T. 12 S., R. 2 E., W. M.

LEGEND

- Roads to be constructed by Purchaser
- Roads to be improved by Purchaser
- Roads to be renovated by Purchaser
- Other roads not authorized for use
- County Road
- Road number changes
- Waste area
- Gate



New Culverts & Culvert Replacement List

Road No. 12-2E-7

- 1 M.P. 0.08, install new 24" X 36' culvert, 10 cubic yards surfacing aggregate & culvert marker.
- 2 M.P. 0.23, install new 24" X 40' culvert, 10 cubic yards surfacing aggregate & culvert marker.

Road No. 12-2E-12

- 1 M.P. 0.44, install new 24" X 34' culvert, 10 cubic yards surfacing aggregate & culvert marker.

Road No. 12-3E-29

- 1 M.P. 3.14, add onto existing culvert 24" X 20' culvert, install 24" X 20' half round downspout.
- 2 M.P. 3.15, install new 6" X 100' perforated pipe as per Exhibit "C" drawing.
- 3 M.P. 3.23, add onto existing culvert, 24" X 20' culvert, install 24" X 20' half round downspout.
- 4 M.P. 3.73, install new 24" X 60' culvert, 10 cubic yards surfacing aggregate & culvert marker (0.21 mile north of O&C 1 jct.).
- 5 M.P. 3.89, remove old CMP, install new 24" X 56' culvert, 10 cubic yards surfacing aggregate & culvert marker (0.37 mile north of O&C 1 jct.).
- 6 M.P. 4.14, install new 24" X 42' culvert, 10 cubic yards surfacing aggregate & culvert marker (0.62 mile north of O&C 1 jct.).
- 7 M.P. 4.20, install new 24" X 40' culvert, 10 cubic yards surfacing aggregate & culvert marker (0.68 mile north of O&C 1 jct.).
- 8 M.P. 4.64, remove old CMP, install new 24" X 40' culvert, 10 cubic yards surfacing aggregate & culvert marker (1.12 miles north of O&C 1 jct.).

Exhibit "C"  
Corbin's Cutoff  
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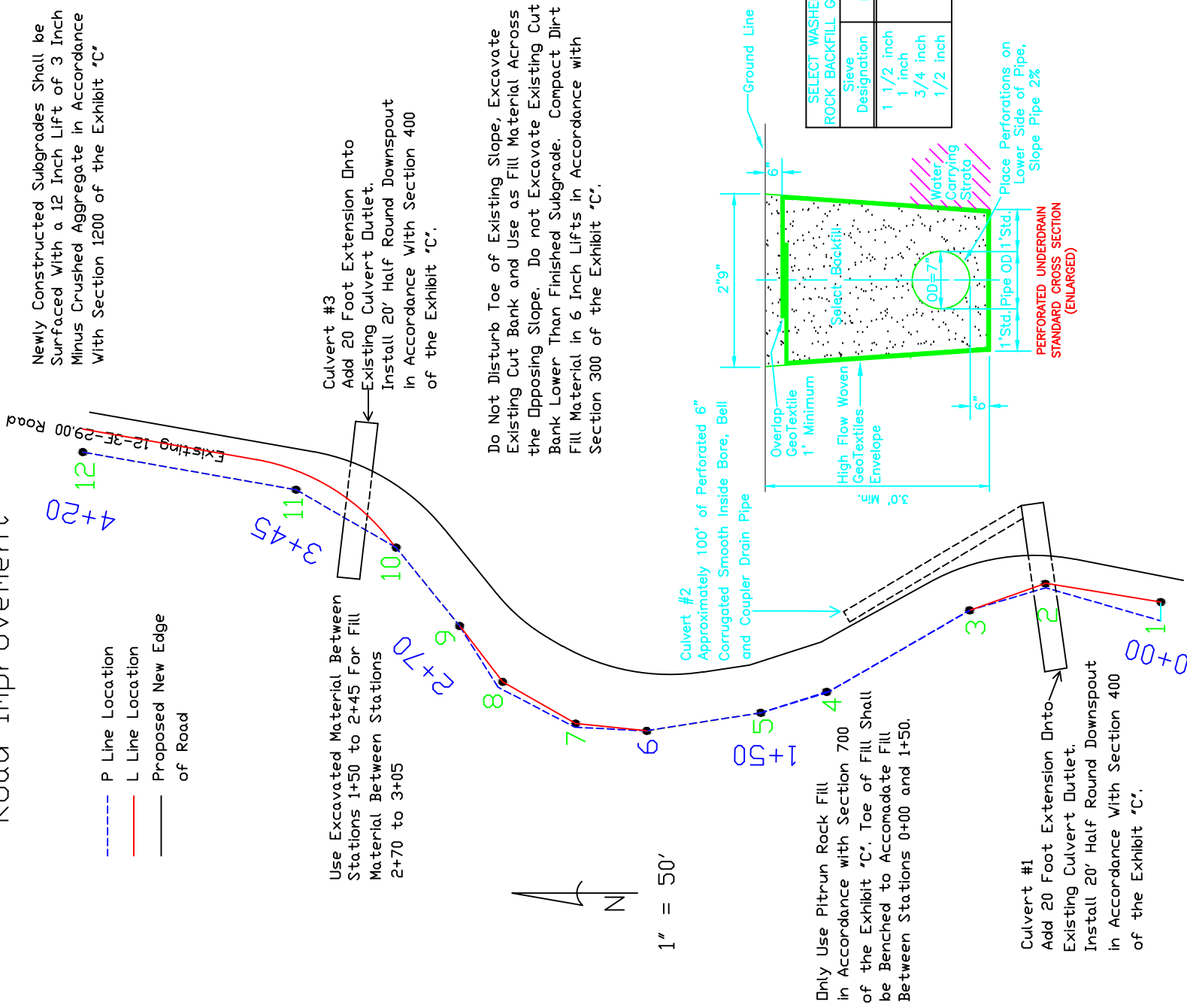
Exhibit "C"  
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Road Plan Map

Sec. 13, T. 12 S., R. 2 E., W. M.

12-3E-29.00

Road Improvement





UNITED STATES  
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Road Use and Maintenance Map

Secs. 7, 18, 19, 20, 30,  
T. 12 S., R. 3 E., W. M.  
Secs. 1, 2, 11, 12, 13, 14, 24,  
T. 12 S., R. 2 E., W. M.

LEGEND

- Bureau of Land Management controlled roads over which access is provided, Purchaser maintenance
- Roskoro controlled roads over which access is provided, Purchaser maintenance
- Dennis Kida controlled road over which access is provided, Purchaser maintenance
- Timber Service Company road over which access is provided, Purchaser maintenance
- Weyerhaeuser Company controlled road over which access is provided, Purchaser maintenance
- Other roads not authorized for use
- County Road
- Segment break
- Waste area
- Gate

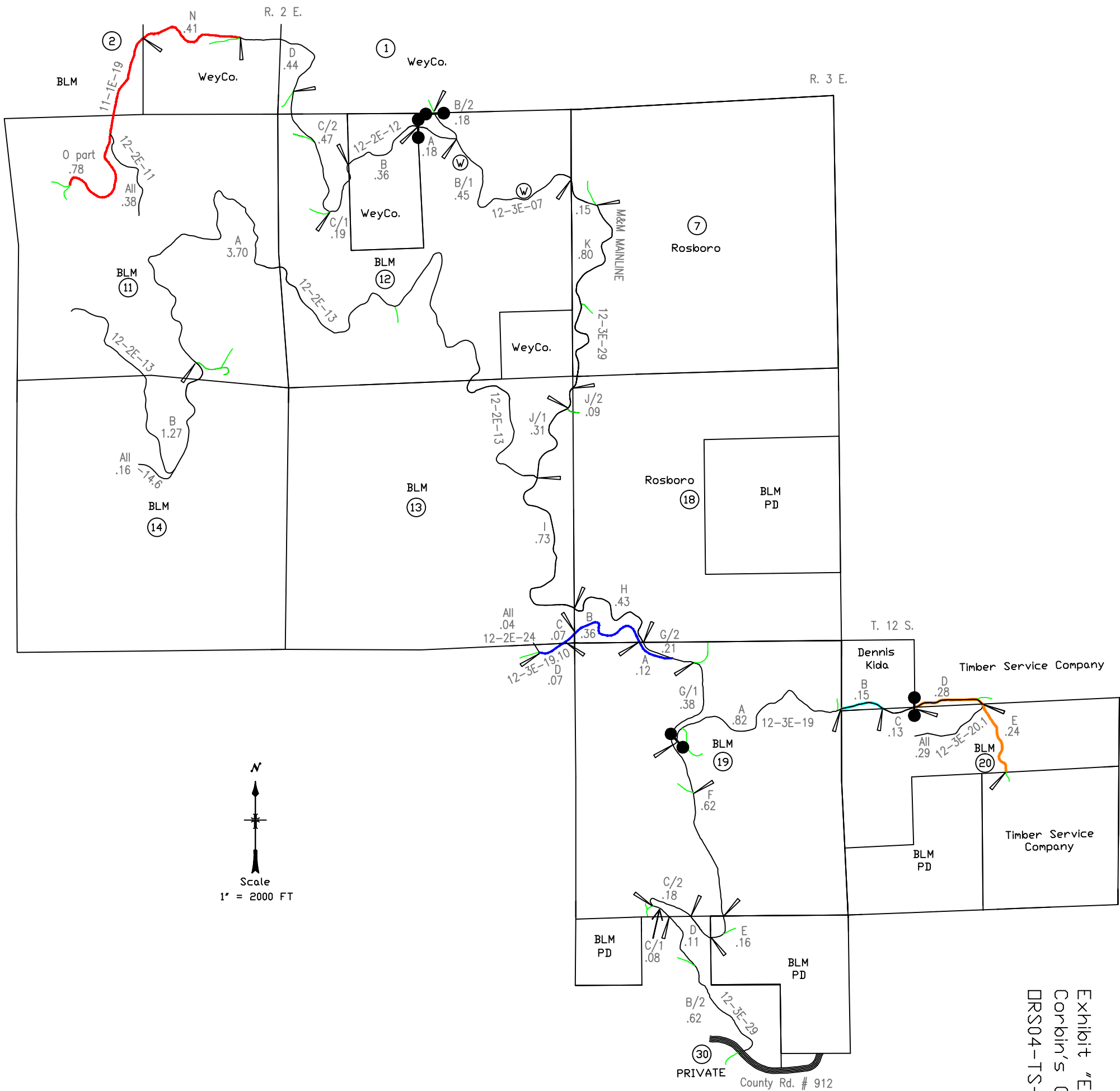


Exhibit "E"  
Corbin's Cutoff  
DRS04-TS-2015.0502

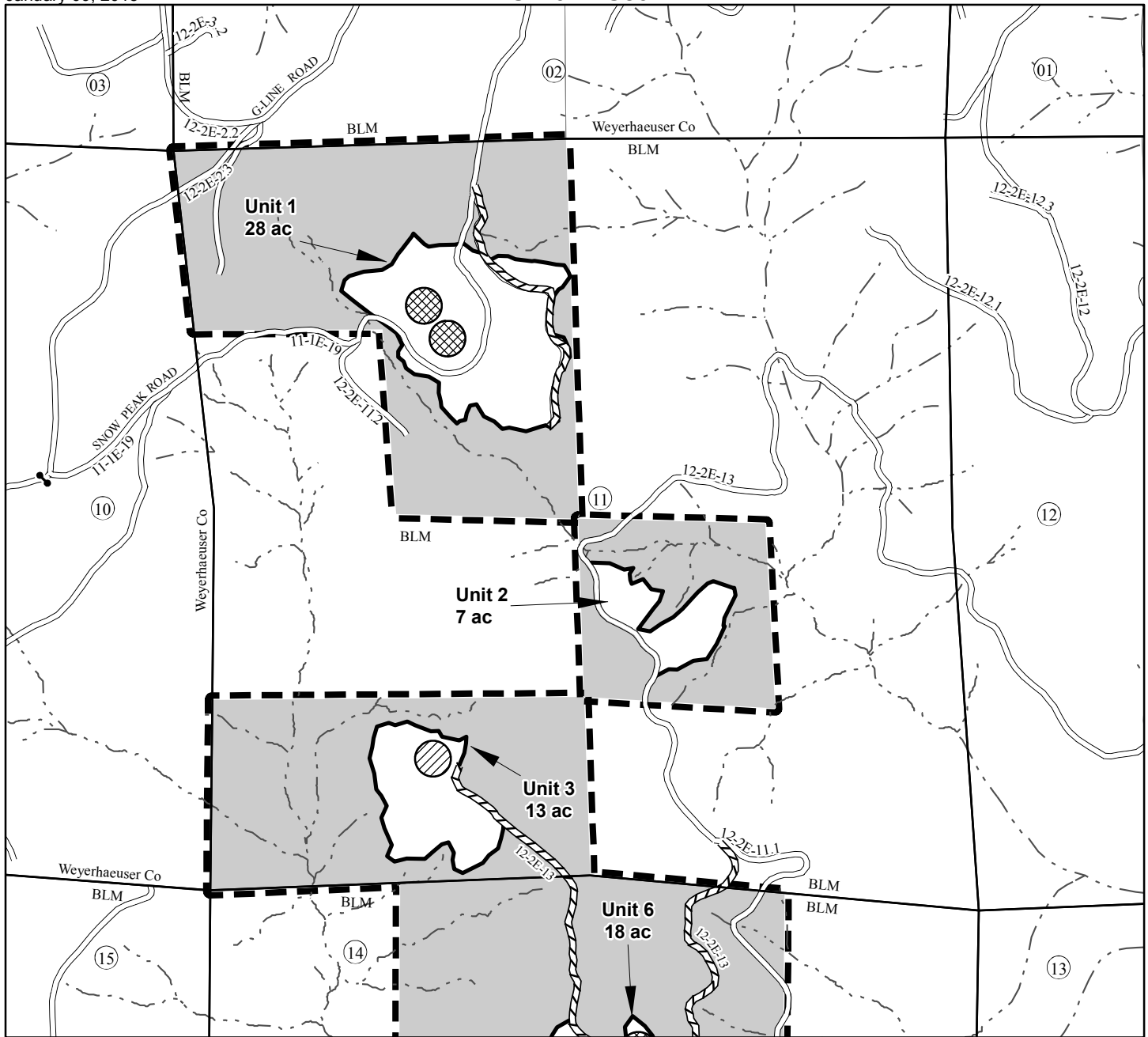
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Salem District - Oregon

Corbin's Cutoff  
Timber Sale  
Exhibit F  
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**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R02E Sec 11



- Gate
- ~ Stream
- ~ Existing Roads
- ~ Overgrown or Impassable Road
- Reserve Area
- Contract Area
- Partial Cut Boundary
- Land Ownership
- Fuel Reduction Area**
- ▨ Hand Pile
- ▩ Machine Pile



Note: Boundaries of Partial Cut Area are painted orange and posted.

Note: Unit acres include existing roads and new roads. Acres shown on Exhibit A have been computed using a Trimble Geo XT global positioning system receiver. Acreages calculated based on global positioning system traverse procedures including differential correction.

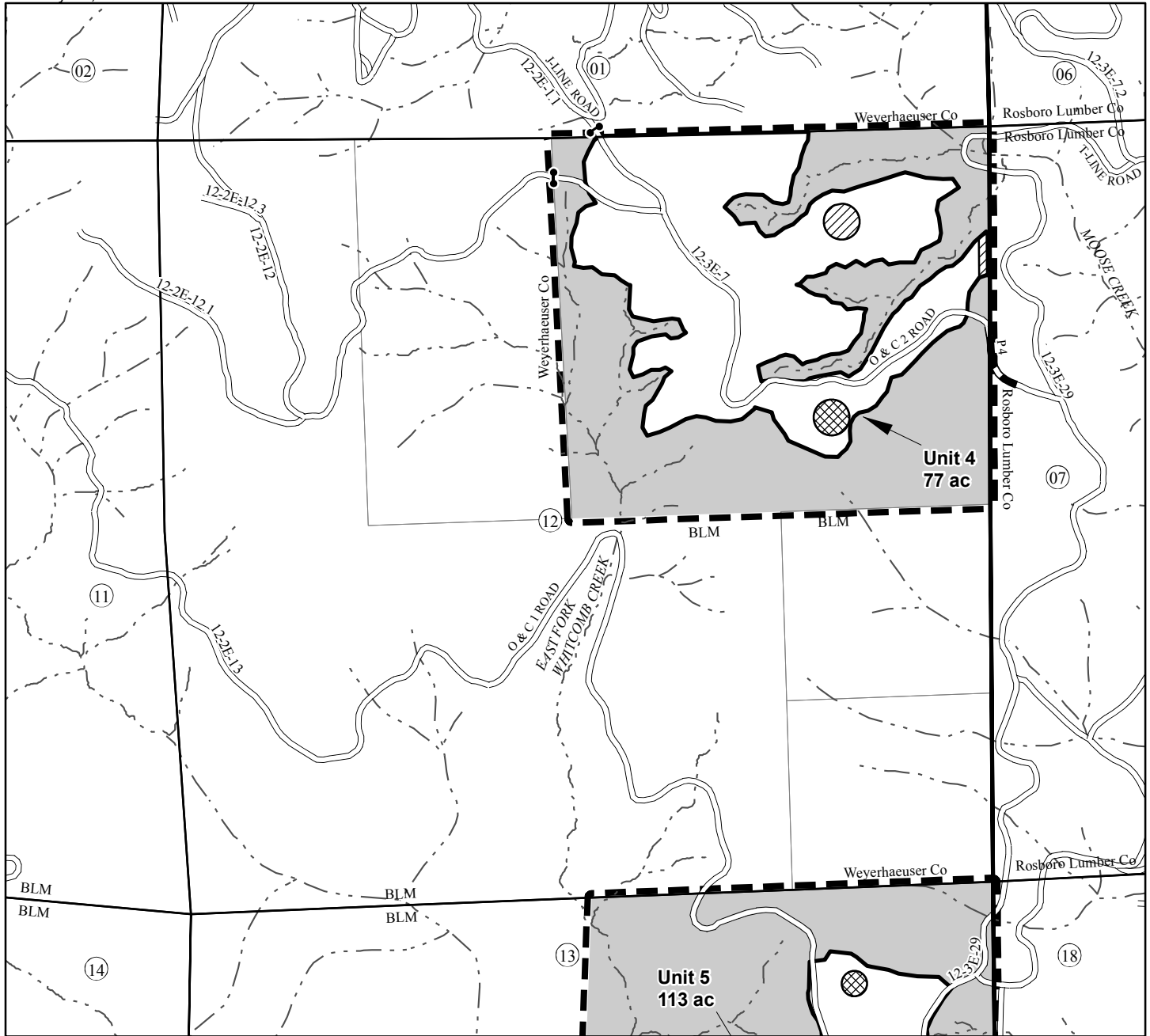
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Salem District - Oregon

Corbin's Cutoff  
Timber Sale  
Exhibit F  
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**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R02E Sec 12



- Gate
- ~ Stream
- Existing Roads
- ~ Road to be Improved
- Reserve Area
- Contract Area
- Partial Cut Boundary
- Land Ownership

**Fuel Reduction Area**

- ▨ Hand Pile
- ▩ Machine Pile



Note: Boundaries of Partial Cut Area are painted orange and posted.

Note: Unit acres include existing roads and new roads. Acres shown on Exhibit A have been computed using a Trimble Geo XT global positioning system receiver. Acreages were calculated based on global positioning system traverse procedures including differential correction.

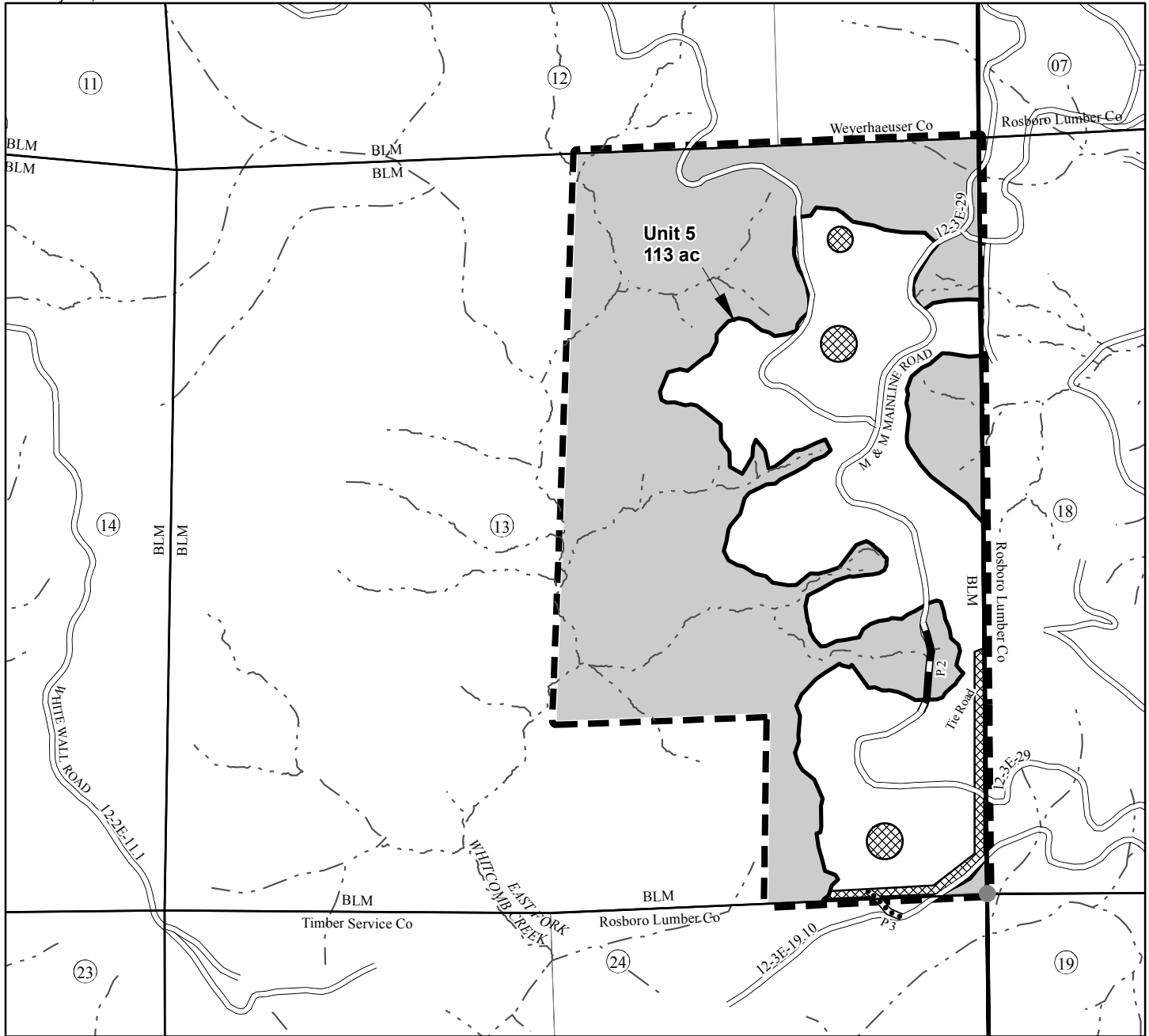
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Salem District - Oregon

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Timber Sale  
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**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R02E Sec 13



- ~ - Stream
- ~ - Existing Roads
- ~ - Road to be Improved
- ~ - Road to be Constructed
- Reserve Area
- Contract Area
- Partial Cut Boundary

- Land Ownership
- Fuel Reduction Area**
- ▨ Machine Pile



Note: Boundaries of Partial Cut Area are painted orange and posted.

Note: Unit acres include existing roads and new roads. 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.

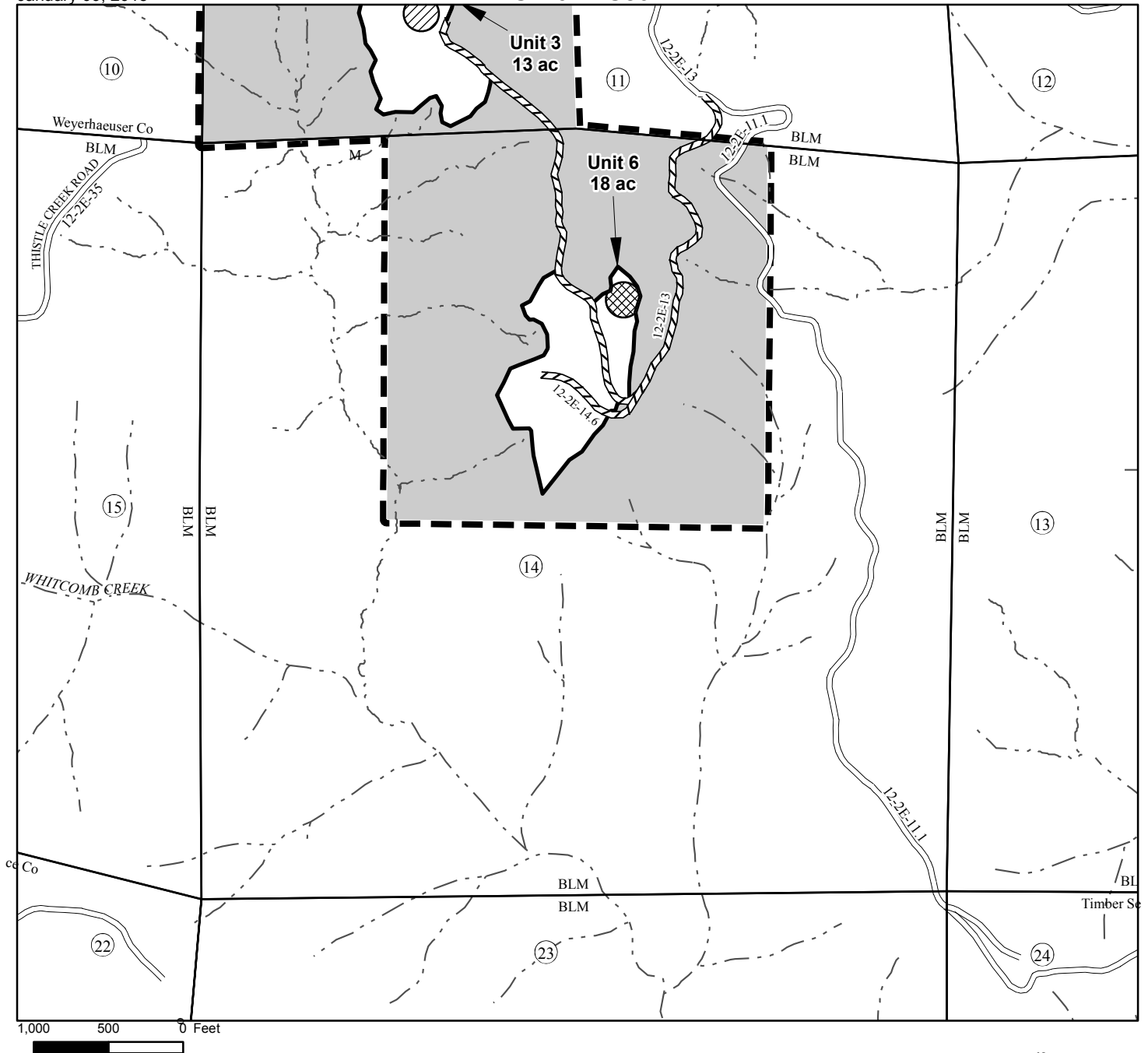
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Corbin's Cutoff  
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Exhibit F  
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TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502

January 09, 2015

T12S-R02E Sec 14



- ~ - Stream
- ~ - Existing Roads
- ~ - Overgrown or Impassable Road
- Reserve Area
- Contract Area
- Partial Cut Boundary
- Land Ownership

**Fuel Reduction Area**

- Hand Pile
- Machine Pile



Note: Boundaries of Partial Cut Area are painted orange and posted.

Note: Unit acres include existing roads and new roads. 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.

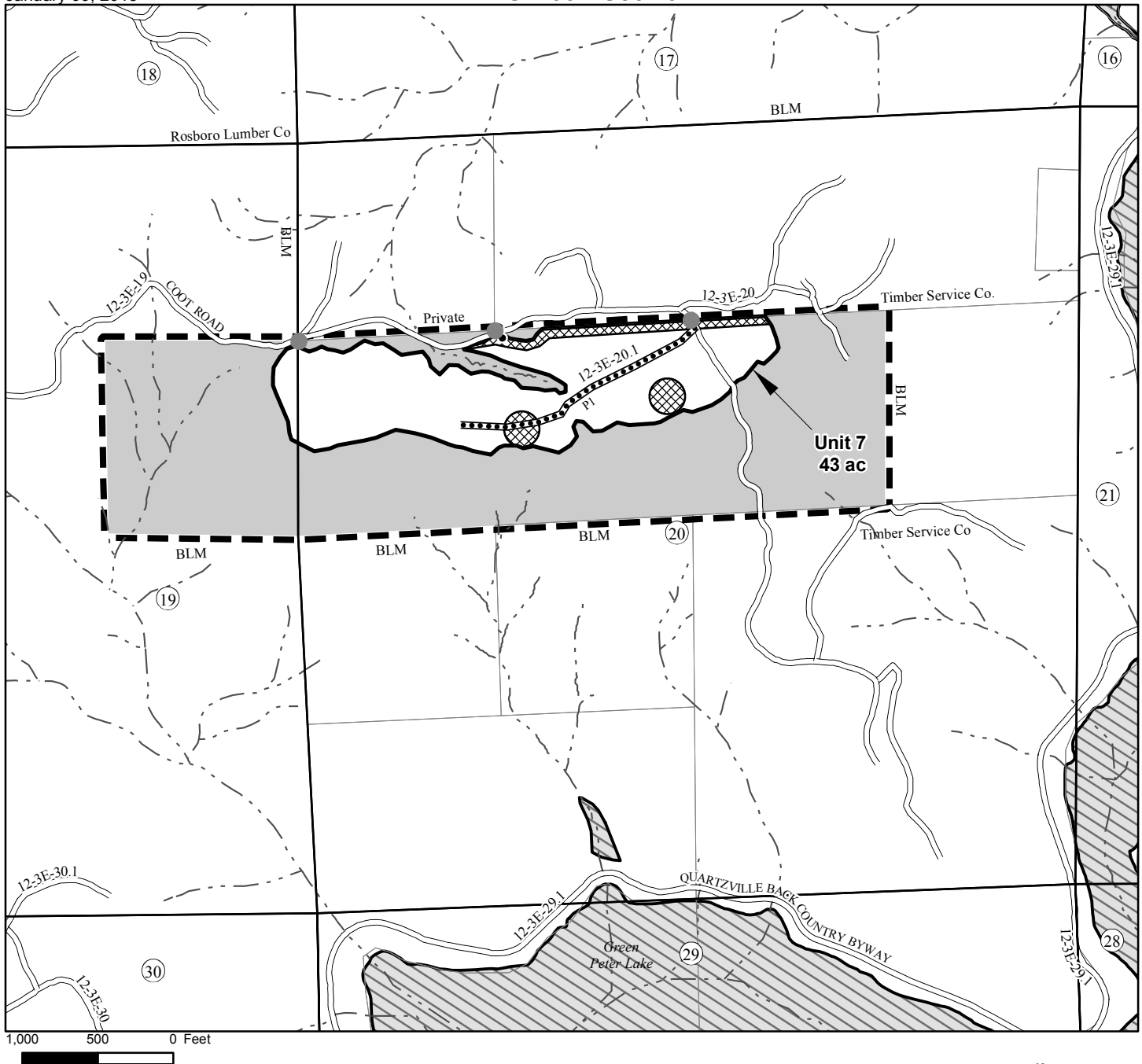
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Corbin's Cutoff  
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**TIMBER SALE CONTRACT MAP - Contract No. ORS04-TS-2015.0502**

January 09, 2015

T12S-R03E Sec 20



- Found Corner
- ⚬ Gate
- ~ - Stream
- ~ - Existing Roads
- Waterbody
- Road to be Constructed
- Reserve Area
- Contract Area
- Partial Cut Boundary
- Land Ownership
- Fuel Reduction Area**
- Machine Pile



Note: Boundaries of Partial Cut Area are painted orange and posted.

Note: Unit acres include existing roads and new roads. Acres shown on Exhibit A have been computed using a Trimble Geo XT global positioning system receiver. Acreages calculated based on global positioning system traverse procedures including differential correction.

## **LOGGING RESIDUE REDUCTION**

Immediately upon completion of harvest, activity generated logging slash at all landings, along specified unit boundaries, 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 at least a ten foot by ten foot (10 x 10) piece of four (4) mil. (0.004) inch thick black polyethylene plastic to ensure that a dry area is available for 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. 1:	Within two Fuel Treatment Areas identified in the ground based harvest area.	2 acres
Unit No. 4:	Within one Fuel Treatment Area identified in the ground based harvest area.	1 acre
Unit No. 5:	Within three Fuel Treatment Areas identified in the ground based harvest area.	3 acres
	Within one hundred (100) feet (horizontal distance) of the east property line in the ground based harvest area adjacent to a private plantation and along BLM road 12-3E-19.1.	3 acres
	Within one hundred (100) feet (horizontal distance) of the south property line in the ground based harvest area adjacent to a private plantation.	2 acre
	Within one hundred (100) feet (horizontal distance) along BLM road 12-3E-19.1.	1 acre
Unit No. 6:	Within one Fuel Treatment Area identified in the ground based harvest area.	1 acre
Unit No. 7:	Within two Fuel Treatment Areas identified in the ground based harvest area.	2 acres
	Within one hundred (100) feet (horizontal distance) of the north property line in the ground based harvest area adjacent to a private plantation.	5 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.

4. Prior to piling; the excavator shall be cleaned in accordance with section 42.x.

5. 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.



6. Along roads, the excavator shall be limited to construction of machine piles from the roadbed to avoid compaction within the harvest area.
7. 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.
8. Machine piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.
9. 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.
10. The machine piles shall be adequately covered with at least a ten foot by ten foot (10 x 10) piece of four (4) mil. (0.004) inch thick black polyethylene plastic to ensure that a dry area is available for 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. 3:	Within one Fuel Treatment Area identified in the cable yarding harvest area.	1 acre
Unit No. 4:	Within one Fuel Treatment Area identified in the cable yarding harvest area.	1 acre
	Within one hundred (100) feet (horizontal distance) of the east property line in the cable yarding harvest area adjacent to a private plantation.	1 acre

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 a ten foot by ten foot (10 x 10) piece of four (4) mil. (0.004) inch thick black polyethylene plastic to ensure that a dry area is available for ignition. If the hand piles are significantly smaller than ten feet in diameter, an appropriately sized piece of plastic may be used to ensure that a dry area is available for 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.

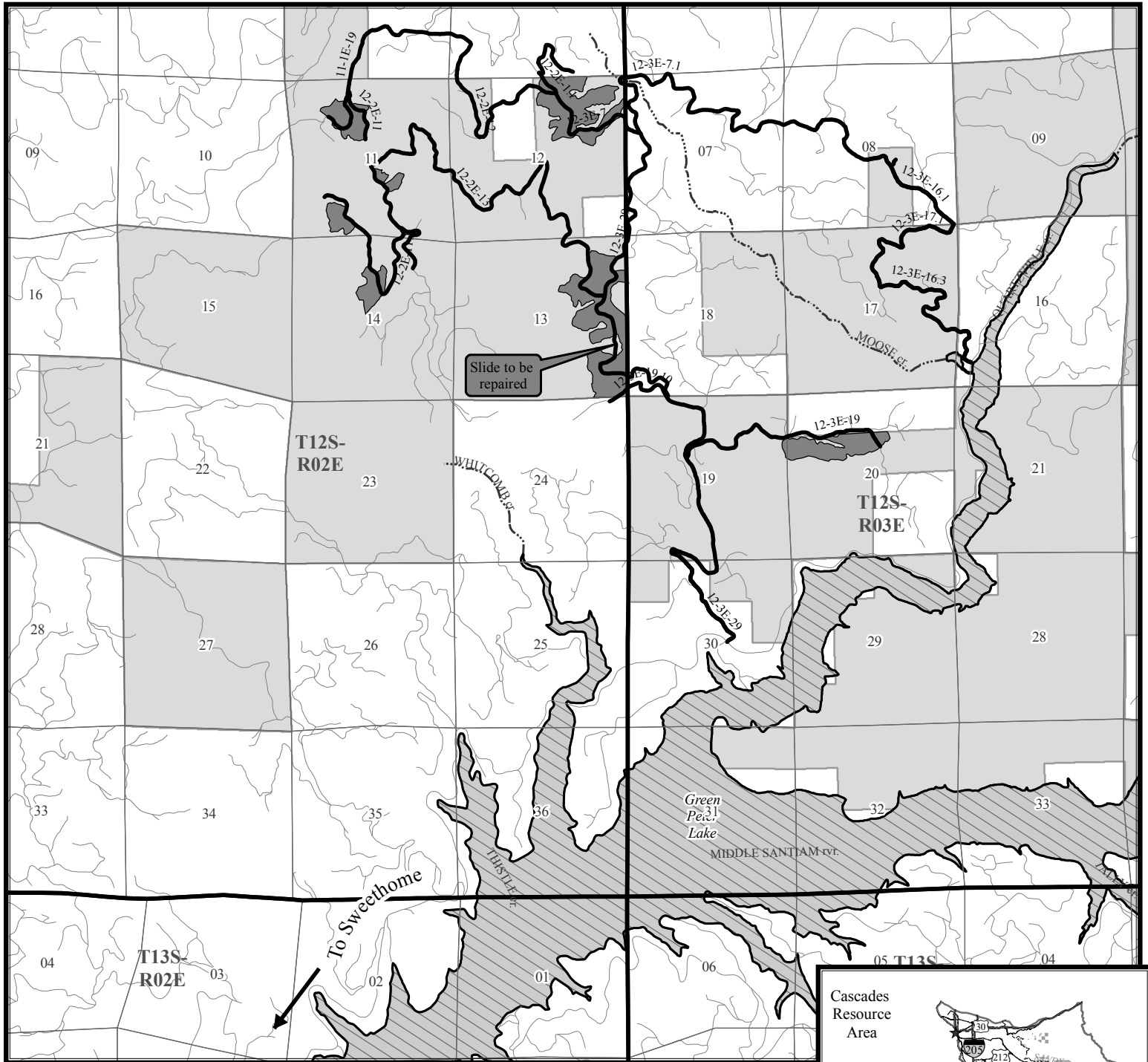
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Corbin's Cutoff

**TIMBER SALE CONTRACT LOCATION MAP**

Contract No. ORS04-TS-2015.0502

12/23/2014

T.12S, R.2E, Sections 11-14 & T.12S, R.3E Section 20 W. M. - SALEM DISTRICT - OREGON

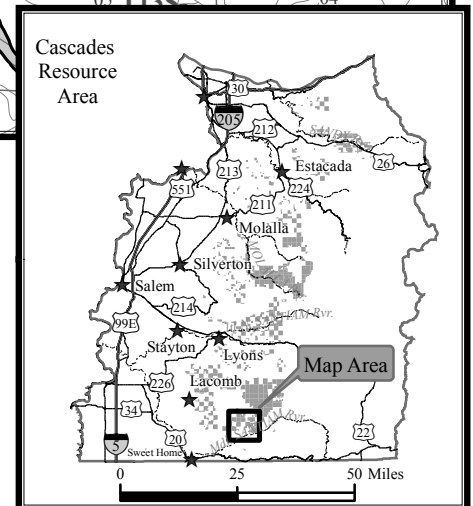


0 0.5 1 Miles

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.



- Access Route
- Partial Cut Boundary
- Other Roads
- Major Streams
- Waterbody
- Bureau of Land Management



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

Salem  
Corbin's Cut Off  
ORS04-TS-2015.502

**Legal Description**

Forest Type	Township	Range	Section	Subdivision
O&C	12S	2E	11	Lot 3, Lot 4, Lot 6, Lot 10, Lot 13, Lot 14, W.M.
O&C	12S	2E	12	NE1/4, W.M.
O&C	12S	2E	13	Lot 1, Lot 2, Lot 7, Lot 8, Lot 9, Lot 10, Lot 16, W.M.
O&C	12S	2E	14	W1/2NE1/4,E1/2NW1/4, W.M.
O&C	12S	3E	19	Lot 11, W.M.
O&C	12S	3E	20	SW1/4NE1/4,S1/2NW1/4, W.M.

**Cutting Volume (16' MBF)**

Unit	DF	WH							Total	Regen	Partial	ROW
1	392	247							639	0	28	0
2	98	62							160	0	7	0
3	182	115							297	0	13	0
4	1,484	311							1,795	0	77	0
5	2,175	452							2,627	0	113	0
6	252	158							410	0	18	0
7	602	379							981	0	43	0
RW7	29	26							55	0	0	1
RW4	6	4							10	0	0	1
RW5	6	2							8	0	0	1
Totals	5,226	1,756							6,982	0	299	3

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

Salem  
Corbin's Cut Off  
ORS04-TS-2015.502

**Logging Costs per 16' MBF**

Stump to Truck	\$	140.72
Transportation	\$	74.89
Road Construction	\$	17.06
Road Amortization	\$	0.31
Road Maintenance	\$	7.88

Other Allowances :

Equipment Washing	\$ 0.11
Misc	\$ 5.78
<b>Total Other Allowances :</b>	<b>\$ 5.89</b>

Total Logging Costs per 16' MBF

**\$ 246.76**

**Utilization Centers**

Center #1 : Lyon OR 50 Miles  
Center #2 0 Miles  
Weighted distance to Utilization Centers 50

**Length of Contract**

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

**Profit & Risk**

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

**Tract Features**

Avg Log	Douglas-fir : 46 bf	All : 44 bf
Recovery	Douglas-fir : 97 %	All : 96 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume ( 16' MBF per Acre)		23
Avg Yarding Slope		34 %
Avg Yarding Distance (feet)		373
Avg Age		52
Volume Cable		51 %
Volume Ground		49 %
Volume Aerial		0 %
Road Construction Stations		17.10
Road Improvement Stations		8.55
Road Renovation Stations		840.58
Road Decommission Stations		0.00

**Cruise**

Cruised By	J.Poteet
Date	11/18/2013
Type of Cruise	Variable Plot, 100%
County, State	Linn, OR

**Net Volume**

Green (16' MBF)	6,982
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

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Salem  
Corbin's Cut Off  
ORS04-TS-2015.502

**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	24,965	5,226	\$ 628.17	\$ 87.94	\$ 246.76			\$ 293.50	\$ 1,533,831.00
WH	13,255	1,756	\$ 513.08	\$ 71.83	\$ 246.76			\$ 194.50	\$ 341,542.00
Totals	38,220	6,982							\$ 1,875,373.00

**Log Code by Percent**

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				32.0	61.0	7.0
Western Hemlock				21.0	68.0	11.0

**Marginal Log Volume**

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

**Appraised By :** Poteet, Jeremy

**Date :** 12/26/2013

**Area Approval By :**

**Date :**

**District Approval By :**

**Date :**

**UNITED STATES  
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BUREAU OF LAND MANAGEMENT**

Salem  
Corbin's Cut Off  
ORS04-TS-2015.502

**Prospectus**

**Appraisal Method : (16' MBF)**

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	24,965	5,226	4,510	
Western Hemlock	13,255	1,756	1,521	
<b>Total</b>	<b>38,220</b>	<b>6,982</b>	<b>6,031</b>	

**All Species**

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
7,286	38,220	190	13.3	7,241	165,270	44

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
165,270	1,129	166,399	4.4	6,982	7,286	96 %

**Douglas-fir**

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
5,381	24,965	215	13.8	5,372	117,222	46

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
117,222	475	117,697	4.7	5,226	5,381	97 %

**Cutting Areas**

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		28		28
2		7		7
3		13		13
4		77		77
5		113		113
6		18		18
7		43		43
RW7			1	1
RW4			1	1
RW5			1	1
<b>Totals :</b>		<b>299</b>	<b>3</b>	<b>302</b>