



# PROSPECTUS



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

May 28, 2025

Parcel No. 2  
Contract No. ORN05-2025.0563  
Upper Willamette Field Office

Brushback

## TIMBER SALE NOTICE

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or their representative, at the **NORTHWEST OREGON DISTRICT'S SPRINGFIELD INTERAGENCY OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **June 26, 2025**.

**THIS TIMBER SALE NOTICE** does not constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal.

**A WRITTEN BID** on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract. Please use Form 5450-22 Cash Bid Bond when submitting a bid deposit for cash, money order, cashier's check, certified check, and bank draft. If your business will be using a corporate surety as your bid deposit, please use Form 1822-3 Bid Bond.

**THE SUCCESSFUL BIDDER**, as a condition of award, will be required to complete and/or sign the following forms. These forms should be submitted with the written bids to expedite this procedure:

1. Form 5430-11, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 5450-17, Export Determination.

**PRE-AWARD QUALIFICATIONS.** The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, not responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

**A PERFORMANCE BOND** in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

**INSTALLMENT PAYMENTS** may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

**LOG EXPORT AND SUBSTITUTION.** All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424, as amended.

**LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

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

**ADDITIONAL INFORMATION** concerning each timber sale tract described herein is available at the Springfield Interagency Office. A copy of the timber sale contract is also available for inspection at the Springfield Interagency Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Northwest Oregon District's Springfield Interagency Office at (541) 683-6776.

**THE VOLUMES LISTED** herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

**AN ENVIRONMENTAL ASSESSMENT** was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

**ACCESS** to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office. Any other persons interested in visiting the timber sale site should first contact this office at (541) 683-6600.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22

NORTHWEST OREGON DISTRICT  
UPPER WILLAMETTE FIELD OFFICE

**TIMBER SALE NOTICE  
LUMP SUM  
EUGENE MASTER UNIT**

PARCEL NO.: 2  
SALE DATE: June 26, 2025

Contract No.: ORN05-TS-2025.0563, Brushback  
Linn and Lane Counties, Oregon: O&C: Oral Auction

Bid Deposit Required: \$219,100.00

All timber designated for cutting on unnumbered Lots, Lot 2, N1/4, E1/2SW1/4, SE1/4, Section 31, T. 14 S., R. 1 W.; Lot 1-3, Section 7, T. 15 S., R. 1 W.; Lot 1-2, S1/2NE1/4, E1/2SE1/4, Section 1, T. 15 S., R. 2 W.; Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
6,665	Douglas-fir	7,969	\$264.30	\$2,106,206.70
200	Western hemlock	247	\$80.70	\$19,932.90
129	Western redcedar	158	\$399.10	\$63,057.80
8	Incense cedar	10	\$53.10	\$531.00
5	Bigleaf maple	9	\$18.10*	\$162.90
7	Grandfir	8	\$114.20	\$913.60
7,014	Totals	8,401		\$2,190,804.90

\*=10% of Pond Value

APPRAISED PRICES are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: The timber volumes for Douglas-fir, western hemlock, grandfir, incense cedar and western redcedar in the Regeneration Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 161 plots. The timber volumes for Douglas-fir, western hemlock, and western redcedar in the Partial Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 25.15 basal area factor for a total of 89 plots. Bigleaf maple in all Regeneration Harvest Areas were based on a 100% cruise for estimating board foot volume. The timber volumes for Douglas-fir in the rights-of-way were based on a 3P cruise for estimating board foot volume. The timber volumes for western hemlock, and western redcedar in the rights-of-way were based on a 100% cruise for estimating board foot volume. A map showing the location of the plots and sample trees is available at the Springfield Interagency Office.

With respect to merchantable Douglas-fir; the average tree is 16.2" DBHOB; the average log contains 69 bd. ft.; the total gross merchantable volume is approximately 8,377 MBF; and 94% recovery is expected.

CUTTING AREA: Approximately 200 acres shall be regeneration harvested, 113 acres partially harvested, and approximately 4.1 acres of right-of-way shall be cleared.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. Roads covered by Right-of-Way and Road Use Agreement E-573 between Weyerhaeuser Timber Holdings, Inc., and the United States. In the renovation, use, and maintenance of private roads, and in the use of tailholds and guybacks, the Purchaser shall enter into a license agreement with Weyerhaeuser Timber Holdings, Inc. The license agreement shall be delivered to Weyerhaeuser Timber Holdings, Inc. for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD CONSTRUCTION:

Spurs 1A; 31A; 31C; 31E; 31G; 31J; 31K.

Length: 07+17/29+58 Stations

Class: SN-14/SN-16

Special Requirements: Operations limited to periods of dry weather. Natural surfaced spurs and roads shall be waterbarred and left in a weather proof condition prior to the onset of wet weather each year of the contract.

Installation of stream crossing culverts will be limited to the ODFW in-stream work window, July 15- August 31.

ROAD IMPROVEMENT:

Spur 7B.

Length: 3+05 Stations

Class: SN-16

Special Requirements: Operations limited to periods of dry weather. Natural surfaced spurs and roads shall be waterbarred and left in a weather proof condition prior to the onset of wet weather each year of the contract.

Installation of stream crossing culverts will be limited to the ODFW in-stream work window, July 15- August 31.

ROAD RENOVATION:

Spurs 1C; 31B; 31F; 31H, and Road Nos. 14-1-31; 14-1-31.1; 14-1-31.2; 14-1-31.3; 14-1-31.4; 14-1-32; 15-1-7.6 Seg. A; 15-1-7.9 Seg. A; 15-1-18.2 Seg. B, C1, C2, C3, F, G and H; 15-2-1; 15-2-1.2.

Length: 389+44 Stations, 7.38 miles

Class: SN-16

Special Requirements: Replacement and installation of stream crossing culverts will be limited to the ODFW in-stream work window, July 15- August 31.

Rock Source: Horse Rock Quarry (T. 15 S., R. 2 W., Section 1, W.M.)

Estimated Rock Quantities (CY truck measure)

<u>3/4" Minus</u>	<u>1-1/2" Minus</u>	<u>3" Minus</u>	<u>6" Minus</u>	<u>Asphalt</u>	<u>Rip-Rap/Boulders</u>
690	313	5,141	6,548	35	60

Culverts:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	970	30
24"	35'	1

**Total Estimated Exhibit C Road Costs (construction, renovation, and improvement): \$461,483.32**

ROAD DECOMMISSIONING:

Spurs 7B, 31A, 31B, 31C, 31E, 31F, 31G, 31H, 31J, and 31K and Road Nos. 14-1-31, 14-1-31.1, 14-1-31.2, 14-1-31.3, 14-1-31.4, 15-2-1, and 15-2-1.2.

Barriers: 15

Estimated Cost of Decommissioning: \$9,765.01

Special Requirements: Operations limited to periods of dry weather.

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, road decommissioning, logging methods, prevention of erosion, logging residue reduction, snag creation, and submission of a written logging plan specifying landing locations and logging schedule.

Under Sec. 26 of the timber sale contract, ground-based logging and mechanical felling will be prohibited during periods of excessive soil moisture. This will normally limit ground-based logging and mechanized felling from June 1 to October 15.

OTHER SPECIAL REQUIREMENTS:

1. In the Delayed Harvest Area shown on Exhibit A, no cutting or yarding shall occur prior to August 1, 2025. This includes the cutting and removal of Right-of-Way timber on Spur 1C.
2. Haul on all natural surface roads shall be limited to the dry season (typically June 1-Oct. 31).

3. To prevent the spread of noxious weeds, any ground disturbing equipment must be washed after operating on Road No. 14-1-31.3 and before moving to any other location.
4. The Purchaser shall be required to cut and process non-merchantable trees in the Regeneration Harvest Areas.
5. The Purchaser shall be required to cut and leave all white painted trees along Road Nos. 14-1-31.4.
6. The Purchaser shall provide a map of requested skyline road and skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
7. No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except in the Special Operating Areas, Special Tailhold Area, and Special Guyback Areas shown on Exhibit A. Specific restrictions apply to these areas. See Special Provisions.
8. Logging, road construction, and road maintenance equipment, including passenger vehicles, as well as logging debris including logs, limbs and tops, shall not be permitted in the Equipment and Operations Exclusion Area, shown on Exhibit A. Trees shall be directionally felled away from these areas.
9. The Purchaser shall provide warning signs and flaggers in accordance with Section 29 of this contract to control traffic in the contract area during active operations. Roads shall not be blocked by such operations for more than 20 minutes.
10. No timber haul is permitted on Road No. 16-1-5, Shotgun Creek Road.
11. No harvest activities shall be conducted in the Partial Harvest Areas during sap flow from April 1 to June 15 of each year, unless otherwise approved by the Authorized Officer.
12. Long reaches, intermediate supports, and lift trees will be needed during cable operations.
13. Upon completion of yarding, the Purchaser shall create three hundred seventeen (317) snags by topping and girdling.
14. The Purchaser shall perform logging residue reduction and site preparation work, to include machine piling, piling at landings, along roadsides, covering, and pile burning on up to 60 acres.
15. Whole tree yarding, or yarding with tops attached, will be required in the Regeneration Harvest Areas, unless otherwise approved by the Authorized Officer.
16. In all Partial Harvest Areas, felled trees shall be bucked into log lengths not to exceed forty-one (41) feet before yarding.
17. The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
18. Black 6 Mil plastic shall be required for all pile covering.
19. Installation of a gate and pedestrian access will be required for Road No. 15-2-1 to accommodate access to Horse Rock Ridge. See details on page 49 of Exhibit C.
20. A "direct bury" style gate will be required to be used at the Quarry while in operation and moved to Road No. 14-1-31 when quarry operations end, unless otherwise approved by the Authorized Officer. Direct bury gate design details can be seen on page 48 of Exhibit C.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning and mop-up, or contributing \$8,730.34 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

This sale is accessed through open roads over private land and BLM land.

To Harvest Area No. 1: From Springfield, proceed east onto Marcola road. Continue north onto Brush Creek Road for approximately 4.2 miles. Turn west onto West Brush Creek Road for approximately 2 miles. Harvest area No. 1 will be on the north and south sides of the road.

To Harvest Area No. 3: Continue on West Brush creek Road/ BLM Rd 14-1-32 west through Harvest Area No. 1 for approximately 2.3 miles. Continue on BLM Rd. 15-1-18.2 into section 1 for 0.1 miles to enter Harvest Area No. 3.

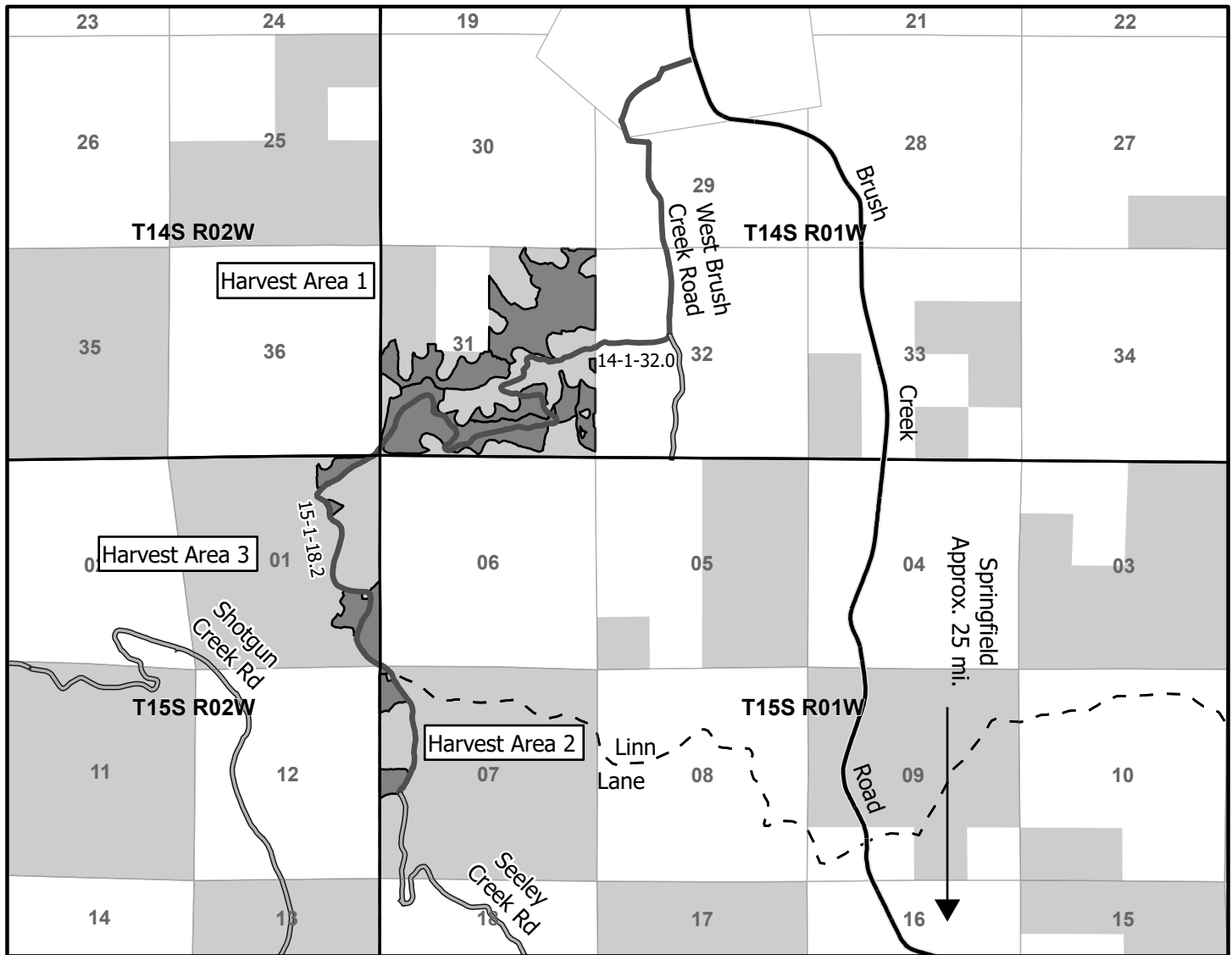
To Harvest Area No. 2: From Harvest Area No. 3, continue south on BLM Rd 15-1-18.2 for approximately 1.4 miles in section 7 to enter Harvest Area No. 2.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management



Brushback Timber Sale Contract No. ORN05-TS-2025.0563  
T. 14 S., R. 1 W., Sec. 31, T. 15 S., R. 1 W., Sec. 7, T. 15 S., R. 2 W., Sec. 1, Will. Mer., Northwest Oregon District



**NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:**

This sale is accessed through open roads over private land and BLM land. Prospective bidders may obtain a key from the Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale should first contact Brian Bickford at (541)-683-6164.

**To Harvest Area No. 1:**

From Springfield, proceed onto Marcola Road. Continue north onto Brush Creek Road for approximately 4.2 miles. Turn west onto West Brush Creek Road for approximately 2 miles. Harvest Area No. 1 will be on the north and south sides of the road.

**To Harvest Area No. 3:**

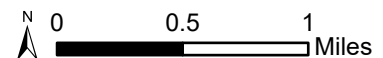
Continue on West Brush Creek Road/ BLM Road 14-1-32 west through Harvest Area No. 1 for approximately 2.3 miles. Continue on BLM Rd. 15-1-18.2 into section 1 for 0.1 miles to enter Harvest Area No. 3.

**To Harvest Area No. 2:**

From Harvest Area No. 3, continue south on BLM Road 15-1-18.2 for approximately 1.4 miles in section 7 to enter Harvest Area No. 2.

**Legend**

- Existing Roads
- Travel Route
- County Boundary
- Harvest Area
- Township Lines
- BLM Administered Lands



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

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Seasonal Restriction Matrix



Restricted Times

Restricted Activity:	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
<b>Road Construction, Road Renovation, Dry Season Haul, and Road Decommissioning</b>																								
<ul style="list-style-type: none"><li>October 31 – June 1, both days inclusive.</li><li>May vary due to weather conditions; soil moisture still overrides weather conditions.</li></ul>																								
<b>Mechanized Felling and Ground based yarding</b>																								
<ul style="list-style-type: none"><li>October 15 – June 1, both days inclusive.</li><li>May vary due to weather conditions; soil moisture still overrides weather conditions.</li></ul>																								
<b>Stream Culvert Replacement, Installation, and Removal</b>																								
<ul style="list-style-type: none"><li>August 31 to July 15, both days inclusive.</li></ul>																								

NOTE: This chart is for informational purposes only. Refer to Section 44 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1000-1600 feet.



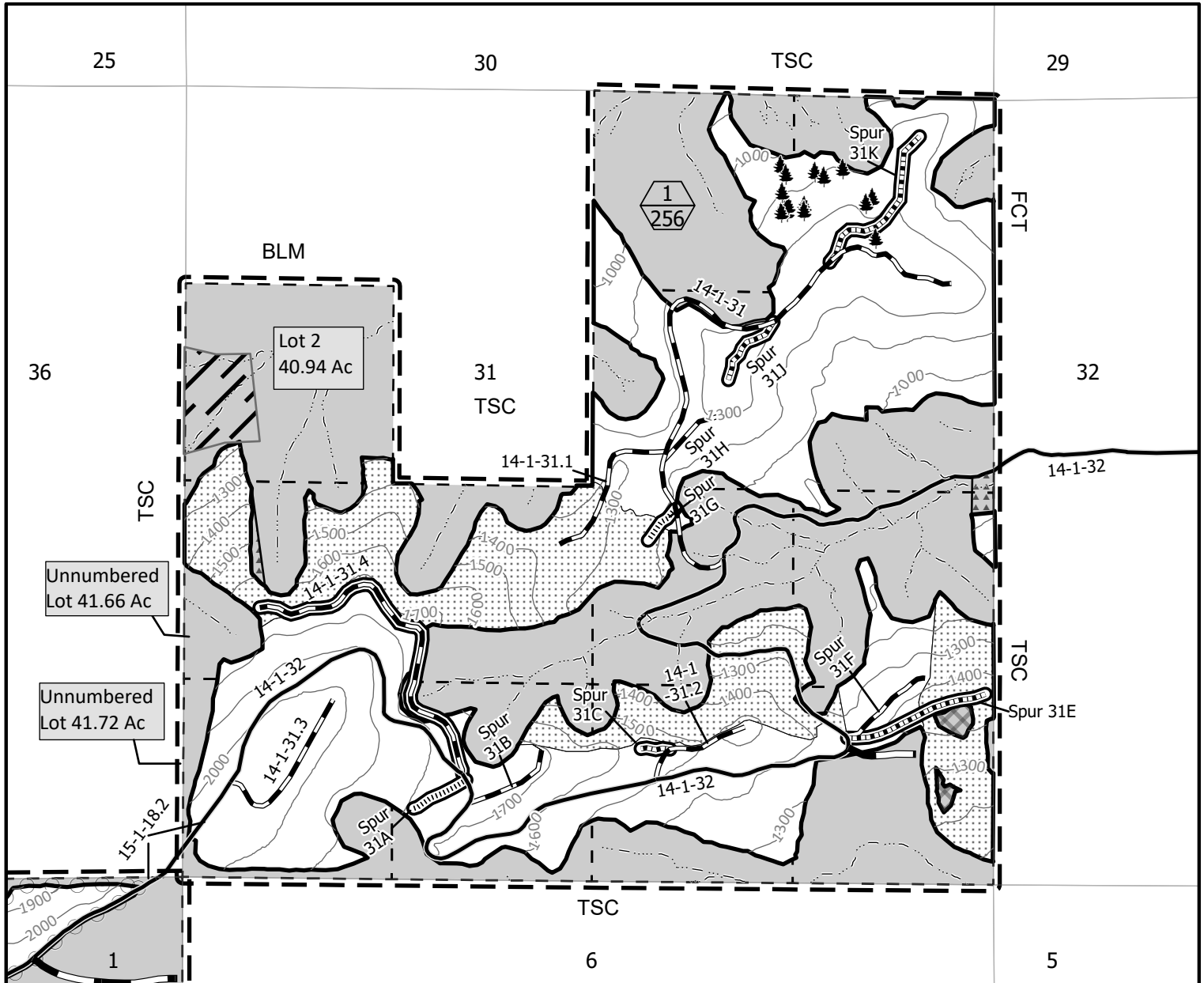
UNITED STATES  
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Bureau of Land Management

Brushback Timber Sale Contract No. ORN05-TS-2025.0563  
T. 14 S., R. 1 W., Sec. 31 Will. Mer., Northwest Oregon District



EXHIBIT A

Sheet 1 of 3



- Boundary of Cutting Area-Posted, Painted
- Regeneration Harvest Area
- Partial Harvest Area
- Special Operating Area
- Contract Area
- Reserve Area
- Unit Number Acres
- Special Tailhold Area
- Streams
- Right-of-Way (Clearing)
- New Construction - Natural
- New Construction - Rock
- Paved Road
- Renovation/ Improvement
- Existing Road
- Approximate Location of Pink-Painted Trees
- Equipment And Operations Exclusion Area
- Sections



0 1,000 2,000 Feet

Totals for Sale	
Regeneration Harvest Area	200.0
Partial Harvest Area	113.0
Right-of-Way (Clearing)	4.1
Reserve Area	580.6
Contract Area	897.7

Totals for Section 31	
Regeneration Harvest Area	182.0
Partial harvest Area	74.0
Right-of-Way (Clearing)	3.5
Reserve Area	264.8
Contract Area	524.3

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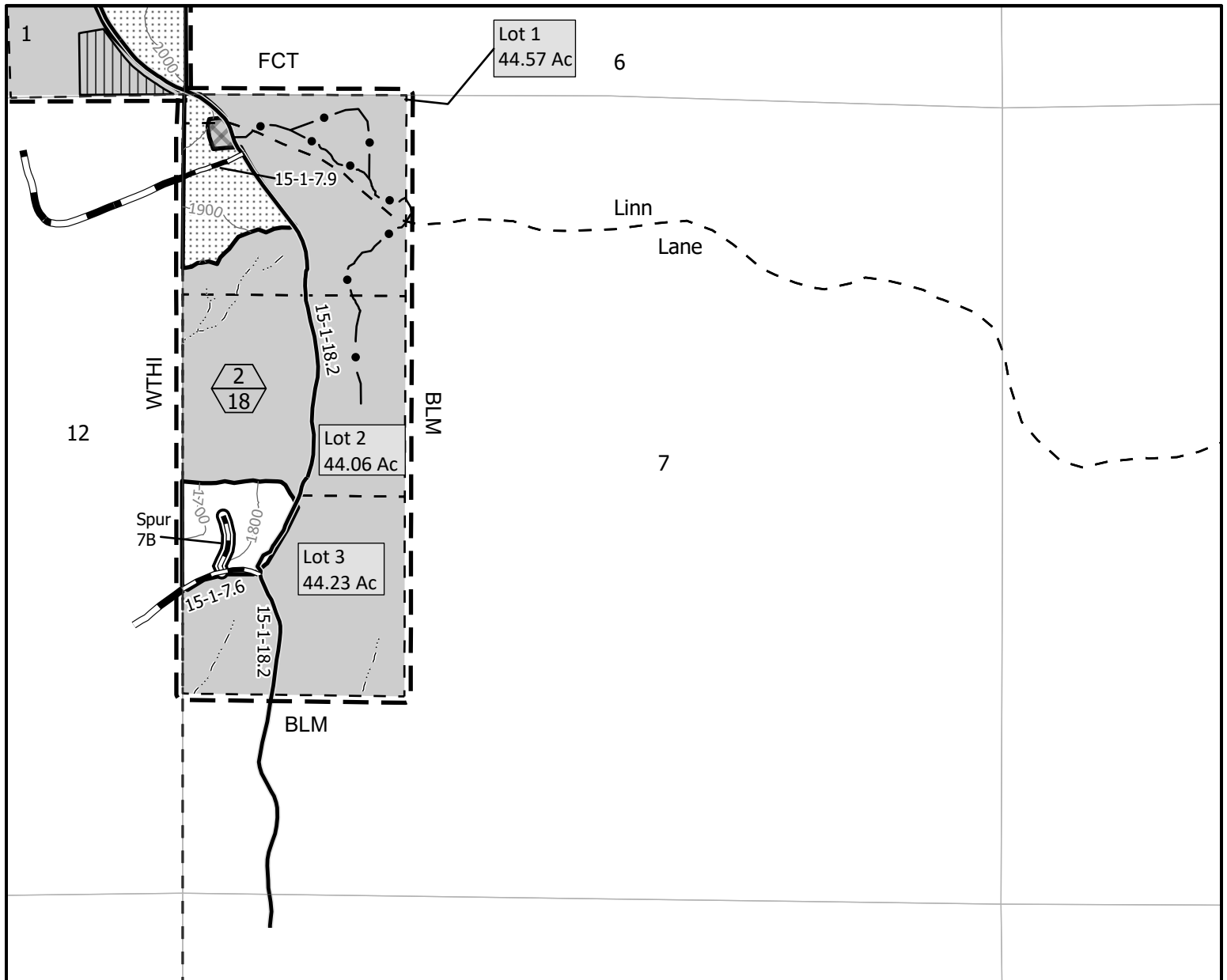
UNITED STATES  
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Bureau of Land Management

Brushback Timber Sale Contract No. ORN05-TS-2025.0563  
T. 15 S., R. 1 W., Sec. 7 Will. Mer., Northwest Oregon District



EXHIBIT A

Sheet 2 of 3



- Boundary of Cutting Area- Posted, Painted
- Regeneration Harvest Area
- Partial Harvest Area
- Contract Area
- Reserve Area
- Equipment And Operations Exclusion Area
- OHV Trails
- Streams
- Right-of-Way (Clearing)
- Paved Road
- Renovation/ Improvement
- Existing Road
- Unit Number Acres
- County Boundary
- Sections



0 1,000 2,000 Feet

Totals for Section 7	
Regeneration Harvest Area	9.0
Partial Harvest Area	9.0
Right-of-Way (Clearing)	0.2
Reserve Area	114.7
Contract Area	132.9

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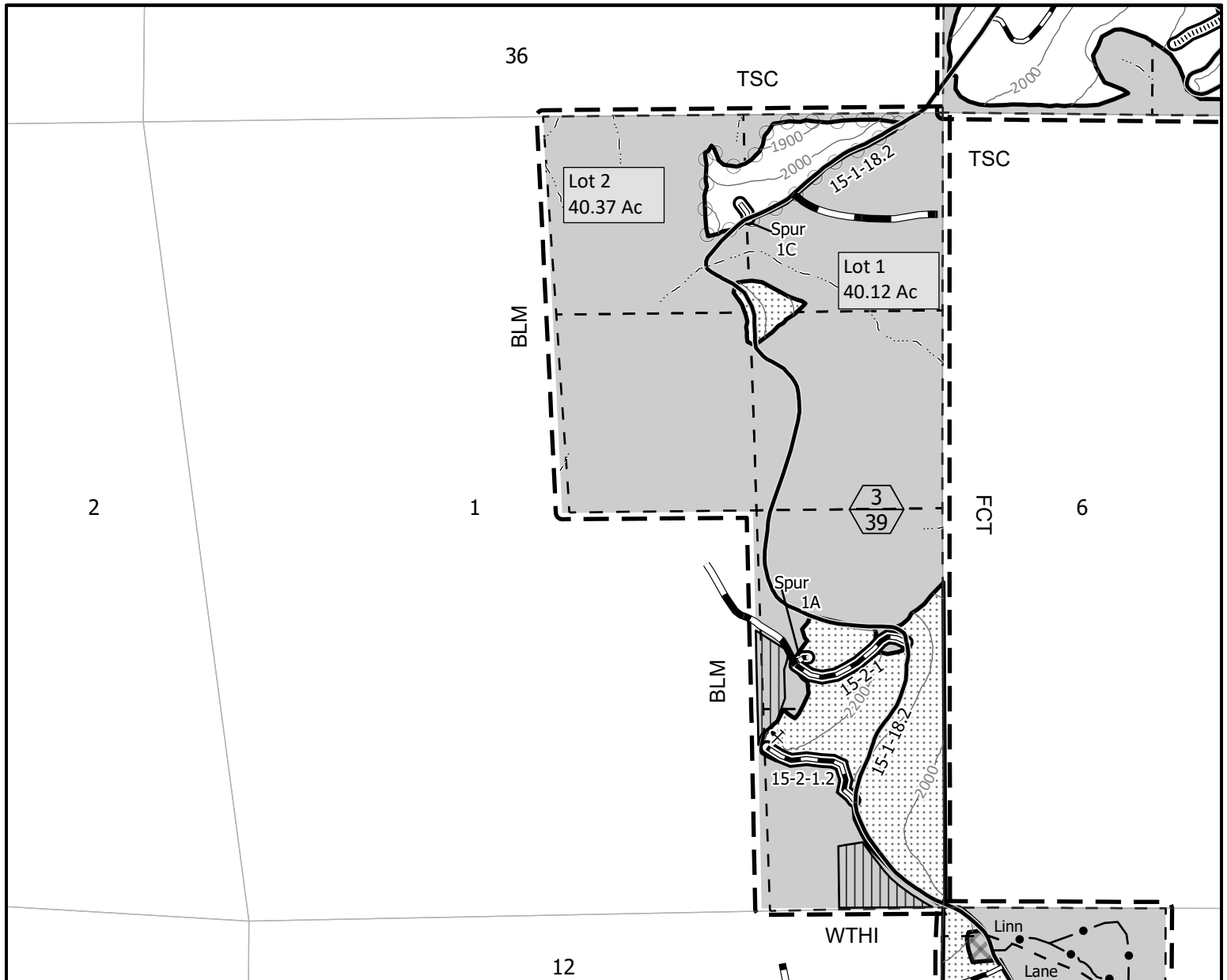


UNITED STATES  
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Bureau of Land Management

Brushback Timber Sale Contract No. ORN05-TS-2025.0563  
T. 15 S., R. 2 W., Sec. 1 Will. Mer., Northwest Oregon District



EXHIBIT A  
Sheet 3 of 3



- Boundary of Cutting Area-Posted, Painted
- Regeneration Harvest Area
- Partial Harvest Area
- Special Guyback Area
- Delayed Harvest Area
- Contract Area
- Reserve Area
- Equipment And Operations Exclusion Area
- Quarry
- Streams
- Right-of-Way (Clearing)
- New Construction - Natural
- New Construction - Rock
- Paved Road
- Renovation/ Improvement
- Existing Road
- Unit Number Acres
- OHV Trails
- Sections

Totals for Section 1	
Regeneration Harvest Area	9.0
Partial harvest Area	30.0
Right-of-Way (Clearing)	0.4
Reserve Area	201.1
Contract Area	240.5

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXHIBIT B**

**LUMP SUM SALE**

Contract No.

ORN05-TS-2025.0563

**Brushback**

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

SPECIES	ESTIMATED VOLUME OR QUANTITY <i>(Units Specified)</i>	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir	7,969 MBF		
Western hemlock	247 MBF		
Western redcedar	158 MBF		
Incense cedar	10 MBF		
Bigleaf maple	9 MBF		
Grandfir	8 MBF		
<b>TOTALS</b>	<b>8,401 MBF</b>		

The apportionment of the total purchase price is as follows:

Partial Harvest Area No. 1 – 74.0 Acres (10.6 MBF/Acre)

Douglas-fir	728.0 MBF
Western redcedar	31.0 MBF
Western hemlock	28.0 MBF
	<hr/> 787.0 MBF

Partial Harvest Area No. 2 – 9.0 Acres (10.8 MBF/Acre)

Douglas-fir	89.0 MBF
Western redcedar	4.0 MBF
Western hemlock	4.0 MBF
	<hr/> 97.0 MBF

Partial Harvest Area No. 3 – 30.0 Acres (10.6 MBF/Acre)

Douglas-fir	295.0 MBF
Western redcedar	13.0 MBF
Western hemlock	11.0 MBF
	<hr/> 319.0 MBF

Regen Harvest Area No. 1 – 182.0 Acres (34.7 MBF/Acre)

Douglas-fir	6,009.0 MBF
Western hemlock	184.0 MBF
Western redcedar	98.0 MBF
Incense-cedar	9.0 MBF
Bigleaf Maple	9.0 MBF
Grandfir	7.0 MBF
	<hr/> 6,316.0 MBF

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXHIBIT B**

LUMP SUM SALE

Contract No.

ORN05-TS-2025.0563

Brushback

SPECIES	ESTIMATED VOLUME OR QUANTITY <i>(Units Specified)</i>	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
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Continued, page 2

<u>Regen Harvest Area No. 2</u> – 9.0 Acres	(34.8 MBF/Acre)
Douglas-fir	297.0 MBF
Western hemlock	9.0 MBF
Western redcedar	5.0 MBF
Grandfir	1.0 MBF
Incense-cedar	1.0 MBF
	<hr/> 313.0 MBF

<u>Regen Harvest Area No. 3</u> – 9.0 Acres	(34.6 MBF/Acre)
Douglas-fir	297.0 MBF
Western hemlock	9.0 MBF
Western redcedar	5.0 MBF
	<hr/> 311.0 MBF

<u>Right-of-Way Area No. 1</u> – 3.5 Acres	(60.9 MBF/Acre)
Douglas-fir	209.0 MBF
Western Redcedar	2.0 MBF
Western hemlock	2.0 MBF
	<hr/> 213.0 MBF

<u>Right-of-Way Area No. 2</u> – 0.2 Acres	(40.0 MBF/Acre)
Douglas-fir	8.0 MBF
	<hr/> 8.0 MBF

<u>Right-of-Way Area No. 3</u> – 0.4 Acres	(92.5 MBF/Acre)
Douglas-fir	37.0 MBF
	<hr/> 37.0 MBF

SEC. 43 - Timber Reserved From Cutting and/or Removal

- (a) All timber on the Reserve Areas shown on Exhibit A, which is attached hereto and made a part hereof, and all yellow painted and posted trees which are on or mark the boundaries of the Reserve Areas. Exhibit A contains 3 sheets.
- (b) All trees marked with yellow paint above and below stump height in the Regeneration Harvest Areas and Partial Harvest Areas shown on Exhibit A.
- (c) All trees marked with pink paint above and below stump height in the Approximate Location of Pink Painted Trees shown on Exhibit A. Pink painted trees felled for safety or operational reasons shall remain on site. Where necessary for safety or operational reasons, pink painted trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (d) All trees marked with white paint above and below stump height in the Right-of-Way (Clearing) of Road No. 14-1-31.4, where it passes through the Reserve Area as shown on Sheet 1 of Exhibit A. White painted trees shall be felled in the Reserve Area as safely as possible and left on site in the Reserve Area. Where necessary for safety or operational reasons, white painted trees may be bucked into shorter lengths and/or moved within the Reserve Area adjacent to the Right-of-Way (Clearing) to facilitate the use and maintenance of roads.
- (e) All existing decay class 1-2 down wood and snags greater than 20 inches in diameter at the large end and greater than 20 feet in length in the Harvest Areas, and Special Operating Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I and Exhibit L, which are attached hereto and made a part hereof. Where necessary for safety or operational reasons, such down woody material and snags may be felled and/or bucked into shorter lengths and/or moved within the unit.
- (f) All existing decay class 3-5 down wood and snags in the Harvest Areas, and Special Operating Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I and Exhibit L. Where necessary for safety or operational reasons, such down woody material and snags may be felled and/or bucked into shorter lengths and/or moved within the unit.
- (g) In the Harvest Areas, and Special Operating Areas shown on Exhibit A, all oaks and pines which do not present a safety hazard, or where felling is not needed for operational activities, as determined by the Authorized Officer. All oaks and pines that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, oaks and pines may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (h) In the Partial Harvest Area shown on Exhibit A, all Pacific yew and hardwood trees which do not present a safety hazard, or where removal is not needed for operational activities, as determined by the Authorized Officer. All Pacific yew and hardwood trees that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, Pacific yew and hardwood trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.

SEC. 44 - Special Provisions

- (a) Logging
  - (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of 10 or more days.
  - (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.

- (3) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except:
- (aa) When yarding through the Special Operating Areas shown on Exhibit A. Full suspension of logs over streams is required. Only the minimum amount of trees that are needed for safety and operational activities may be cut. Trees felled for corridors within the Special Operating Areas shall be felled towards streams as safely as possible and remain on site, unless otherwise approved by the Authorized Officer. Where necessary for safety or operational reasons, corridor trees may be felled and bucked into shorter lengths and/or moved within the Reserve Area.
  - (bb) When felling or rigging trees in the Special Guyback Area shown on Exhibit A. Only the minimum amount of trees that are needed for safety and operational activities may be felled. No more than 22 guyback trees total may be used. Felled trees shall remain on site. All hardwoods and trees greater than 24 inches Diameter at Breast Height (DBH) shall not be selected for use as guyback trees except when necessary for safety operations.
  - (cc) When felling or rigging trees in the Special Tailhold Area shown on Exhibit A. All hardwoods and trees greater than 40 inches Diameter at Breast Height (DBH) shall not be selected for use as tailhold trees unless otherwise approved by the Authorized Officer.
- (4) In the Regeneration Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead, whole tree yarded, or yarded with tops attached, unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, pink painted trees, and yellow painted trees, except when necessary for safety reasons.
- (5) In the Regeneration Harvest Areas shown on Exhibit A, all hardwoods except when reserved in Section 43(g) and more than six (6) inches in diameter shall be felled concurrently with all other trees designated for cutting. All tops and branches must be free of the central stem to the extent that it is within a maximum of twenty (20) inches of the ground at all points.
- (6) In the Regeneration Harvest Areas shown on Exhibit A, at all landings, all non-merchantable logs (including hardwoods) more than 8 inches in diameter at the large end and exceeding 8 feet in length shall be decked at a location designated by the Authorized Officer.
- (7) In the Partial Harvest Areas shown on Exhibit A, no harvest activities shall be conducted from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise requested and approved in writing by the Authorized Officer.
- (8) In the Delayed Harvest Area shown on Exhibit A, no cutting or yarding shall occur prior to August 1, 2025. This includes the cutting and removal of Right-of-Way timber on Spur 1C.
- (9) Haul on all natural surface roads shall be limited to the dry season (typically June 1 - October 31) or as approved by the Authorized Officer.
- (10) Mechanized felling and ground based yarding shall be limited to the dry season (typically June 1 – October 15) or as approved by the Authorized Officer.
- (11) To prevent the spread of noxious weeds, all equipment must be washed after operating on Road No. 14-1-31.3 and before moving into the adjacent Harvest Area, and prior to moving to any other location.
- (12) The Purchaser shall provide warning signs and flaggers in accordance with Section 29 of this contract to control traffic in the contract area during active operations. Roads and OHV trails shall not be blocked by such operations for more than 20 minutes. Extended closures of Road Nos. 14-1-32 and 15-1-18.2 shall be limited to weekdays, May 1- September 30. The Purchaser shall request written approval from the Authorized Officer 14 days in advance for prior approval of any closures beyond 20 minutes.
- (13) During logging operations, the Purchaser shall keep Road Nos. 14-1-32 and 15-1-18.2, where they pass through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable.

- (14) Surfacing on paved Road Nos. 14-1-32 and 15-1-18.2 shall be protected during logging operations. Any necessary repairs after logging is completed will be at the Purchasers expense and in accordance with Exhibit D, which is attached hereto and made a part hereof. An additional 200 CY of maintenance rock was appraised for to protect the pavement on these roads. Exhibit D contains 5 sheets.
- (15) Haul on Road No. 16-1-5, Shotgun Creek Road, is not permitted unless approved by the Authorized Officer.
- (16) Logging, road construction, and road maintenance equipment, including passenger vehicles, as well as logging debris including logs, limbs and tops, shall not be permitted in the Equipment and Operations Exclusion Area, shown on Exhibit A. Trees shall be directionally felled away from these areas.
- (17) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead and bucked into log lengths not to exceed 41 feet before being yarded unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, except when necessary for safety or operational reasons.
- (18) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (19) In the Harvest Areas shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes of 35% or less. In the Partial Harvest Area, the use of a log loader shall not be permitted for in-unit yarding unless approved by the Authorized Officer. Felling and yarding may be done with specialized ground based equipment on slopes up to 50%. The specialized ground based equipment shall be approved by the Authorized Officer prior to the start of mechanized felling and yarding operations. Only purpose-built carriers with boom-mounted felling heads may be approved. Purpose-built carriers may be of articulated, rubber-tired design, or the leveling track-mounted design.
- (20) In the Harvest Areas and Special Operating Areas shown on Exhibit A, all slopes greater than 35% or 50% if specialized ground based equipment is used as stated in Section 44(a)(19) shall be yarded with a carriage equipped skyline system capable of laterally yarding at least 75 feet from the skyline road. The carriage shall be capable of being held in position on the skyline during lateral yarding. During yarding, the lead end of the logs shall be suspended clear of the ground. Intermediate supports and/or lift trees may be needed.
- (21) Before clearing any skid trail or skyline road necessary for yarding, the Purchaser shall:
  - (aa) Space designated skid trails or skyline roads at a minimum of 150 feet apart unless approved by the Authorized Officer. Parallel settings are preferred if topography allows.
  - (bb) Mark the location of the skid trail or skyline road on the ground with fluorescent pink plastic flagging. Such skid trails or skyline roads shall be limited to the minimum width necessary for yarding of logs. The width of each skid road or skyline road shall not exceed 12 feet.
  - (cc) Place skid trails and skyline roads on the landscape to avoid disturbance to reserved trees, where feasible.
  - (dd) Provide a map of requested skid trail or skyline road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skid trails and skyline roads shall remain free from felled trees until approved.
- (22) Before cutting and removing any reserve trees necessary to facilitate logging in the Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails and skyline roads in accordance with Section 44(a)(21) and tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding, the following conditions must be met:

- (aa) All skid trails and/or skyline roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail, and/or skyline road shall be limited to 12 feet.
  - (bb) The Purchaser may immediately cut and remove additional timber to clear skid trails and skyline roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) of the contract.
  - (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract.
  - (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
  - (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract, or in accordance with Section 8 or Section 9 of the contract, as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
  - (ff) The Government may reserve trees previously designated for cutting and removal by applying yellow paint in the Harvest Areas above and below stump height and the letter "R" on two sides of the trees as replacements for additional trees cut and removed for skid trails, and/or skyline roads, when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects, or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (23) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Harvest Areas to meet all applicable State safety laws, codes, or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, that:
- (aa) Pink painted trees felled for safety or operational reasons shall not be removed, in accordance with Section 43(c).



- (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large “X”. The “X” shall be cut with a chain saw. The stump shall be marked by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable “X” on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
- (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(f) of the contract as required by Section 8 of the contract.
- (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(f) of the contract have been made.
- (ee) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
  - (1) Failed to properly mark any stump with the “X” cut.
  - (2) Failed to identify the location of any stump.
  - (3) Cut any reserve tree in or adjacent to skyline yarding roads that was not necessary to facilitate skyline yarding.
  - (4) Cut any reserve tree in or adjacent to tractor skid trails that was not necessary to facilitate ground based yarding.
  - (5) Failed to properly segregate any pulled over tree that was yarded to the landing.
  - (6) Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
  - (7) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
  - (8) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
  - (9) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least five working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All skyline yarding and/or ground based equipment skid trails upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The Purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

- (24) 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 costs for log branding and painting shall be the responsibility of the Purchaser.

(b) Road Construction, Renovation, Improvement, Use, and Maintenance

- (1) The Purchaser shall Construct Spurs 1A, 31A, 31C, 31E, 31G, 31J, 31K. Improve Spur 7B. Renovate Spurs 1C; 31B; 31F; 31H, and Road Nos. 14-1-31; 14-1-31.1; 14-1-31.2; 14-1-31.3; 14-1-31.4; 14-1-32; 15-1-7.6 Seg. A; 15-1-7.9 Seg. A; 15-1-18.2 Segs. B, C1, C2, C3, F, G and H; 15-2-1; and 15-2-1.2 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 49 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, the required construction and/or renovation of the haul route for that timber shall be completed as specified in Exhibit C. The required construction or renovation of roads shall occur between June 1 and October 31, and are subject to dry conditions as determined by the Authorized Officer.
- (3) Culvert replacement/installation on streams shall be done between July 15 and August 31 (both days inclusive), and shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.
- (4) Prior to any quarry operations, the Purchaser shall provide a quarry development plan which must be reviewed on site with the Authorized Officer and the contractor performing the drilling, blasting, and crushing, as detailed in Exhibit C.
- (5) The Purchaser shall furnish and place 500 cubic yards of surface maintenance rock in accordance with Exhibit D, which is attached hereto and made part hereof. Exhibit D contains 5 sheets. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser's expense. Purchaser shall be required to provide to the BLM notice of placement as well as locations of where maintenance rock is placed.
- (6) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, and/or Weyerhaeuser Timber Holdings Inc., for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibits C and D, provided that the Purchaser comply with the conditions set forth in Section 44(b)(8), 44(b)(10), 44(b)(11), 44(b)(12) and pay the required rockwear obligation described in Section 44(b)(9). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Ownership</u>	<u>Road Surface Type</u>
Spur 1A	0.03	BLM	Rock
Spur 1C	0.02	BLM	Rock
Spur 7B	0.06	BLM	Rock
Spur 31A	0.08	BLM	Natural
Spur 31B	0.12	BLM	Rock
Spur 31C	0.03	BLM	Rock
Spur 31E	0.19	BLM	Rock
Spur 31F	0.12	BLM	Rock
Spur 31G	0.06	BLM	Natural
Spur 31H	0.11	BLM	Rock

Spur 31J	0.10	BLM	Rock
Spur 31K	0.21	BLM	Rock
14-1-31	0.80	BLM	Rock
14-1-31.1	0.21	BLM	Rock
14-1-31.2	0.14	BLM	Rock
14-1-31.3	0.22	BLM	Rock
14-1-31.4	0.46	BLM	Rock
15-1-7.6 Seg. A	0.11	WTHI	Rock
15-1-7.9 Seg. A	0.08	WTHI	Rock
15-2-1	0.18	BLM	Rock
15-2-1.2	0.15	BLM	Rock

- (7) The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract.

- (8) The Purchaser shall pay to the Government a road maintenance obligation in the amount of Eighteen Thousand Five Hundred Forty Three and 89/100 dollars (\$18,543.89) for the transportation of timber included in the contract price over the roads listed in Section 44(b)(6).

This road maintenance fee shall be paid prior to removal of any timber from the contract area; provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Authorized Officer may allow the Purchaser to make the payment in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) in the same manner as and together with payments required in Section 3 of this contract.

- (9) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Three Thousand One Hundred Forty Three and 43/100 dollars (\$3,143.43) for the transportation of timber included in the contract price over the roads listed in Section 44(b)(6).

This rockwear fee shall be paid prior to removal of any timber from the contract area; provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Authorized Officer may allow the Purchaser to make the payment in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) in the same manner as and together with payments required in Section 3 of this contract.

- (10) In the renovation, use, and maintenance of Road Nos. 15-1-7.6 Seg. A, and 15-1-7.9 Seg. A, and use of tailholds, and/or guybacks, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-573 between the United States of America and Weyerhaeuser Timber Holdings, Inc. 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. Said agreement is available for inspection at the Bureau of Land Management, Springfield Interagency Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) Obtain a license agreement from Weyerhaeuser Timber Holdings, Inc.. The license agreement, bond and insurance certificate shall be delivered to Weyerhaeuser Timber Holdings, Inc., at least 15 days prior to use of company roads.
  - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
  - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence, and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
  - (dd) Pay a lump sum road use fee of Eight Hundred Two and 00/100 dollars (\$802.00) prior to log hauling. Additional road use fees may be due as a result of modification volume to the contract will be charged road use fees as a system at the rate of \$2.00 per MBF, if applicable, payable at the time of the modification.

- (ee) Pay a lump sum rockwear fee of Fifty-five and 65/100 dollars (\$55.65) prior to log hauling. All rockwear fees due as a result of modification shall be paid at rates current at the time of modification, with payment made prior to contract termination.
- (ff) Pay maintenance fees monthly, for volume hauled the previous month, at the rate per MBF equal to the appropriate BLM fee current at the time of hauling. Such payment to be accompanied by a report of volume hauled as a proration of the volume set forth in Exhibit B of the contract. Total maintenance fees payable shall be the product of the applicable rates and the estimated volume set forth in said Exhibit B and additional volume as sold by contract modification.
- (gg) The Purchaser shall maintain Road Nos. 15-1-7.6 Seg. A and 15-1-7.9 Seg. A, in accordance with Section 44(b)(10).
- (11) In the use of tailholds/guylines, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement E-370A between the United States of America and Timber Service Co. Inc.
  - (aa) Prior to the use of tailholds/guylines, the Purchaser shall execute a Short Form Tramway Agreement with Timber Service Co. Inc. The Short Form Tramway Agreement shall be delivered to Timber Service Co. Inc. at least 15 days prior to use.
  - (bb) Prior to use, Licensee agrees to provide Licensor an insurance certificate (listing Licensor as an additional insured) evidencing general and automobile liability insurance, including loggers broad form property damage, in single limit amounts of One Million and 00/100 dollars (\$1,000,000.00) each.
- (12) In the use of tailholds/guylines, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement E-337A between the United States of America and Franklin Clarkson Timber.
  - (aa) Prior to the use of tailholds/guylines, the Purchaser shall execute a Short Form Tramway Agreement with Franklin Clarkson Timber. The Short Form Tramway Agreement shall be delivered to Franklin Clarkson Timber at least 15 days prior to use.
  - (bb) Prior to use, Licensee agrees to provide Licensor an insurance certificate (listing Licensor as an additional insured) evidencing general and automobile liability insurance, including loggers broad form property damage, in single limit amounts of One Million and 00/100 dollars (\$1,000,000.00) each.
- (13) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 44(b)(6) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of their liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. Prior to hauling, the Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreement(s) entered into with other users on these roads.
- (14) The Purchaser also agrees that if they elect to use any private road which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, they shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) The Purchaser shall be required to clean logging, piling, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall apply native seed and certified weed-free mulch to cut and fill slopes and ditch lines with the potential for sediment delivery to wetlands, Riparian Reserves, floodplains, and waters of the State, as determined by the Authorized Officer. The BLM will provide native seed and mulch as needed.
- (3) Snag Creation
  - (aa) Snag creation shall be completed within 90 days upon receiving notification from the Authorized Officer.

- (bb) Purchaser shall select and top 106 trees and girdle 211 standing trees greater than 20 inch DBH. Location of selected trees shall be in accordance with and approved in writing by the Authorized Officer. Portions of trees topped shall remain reserved.
  - (cc) Purchaser shall top trees at a height between 40 and 60 feet. Trees shall have the top completely severed.
  - (dd) The Purchaser shall girdle the stem of the tree at a height of 2 to 5 feet from the ground line. The Purchaser shall complete three parallel cuts spaced 10 to 12 inches apart around the entire stem of the tree for each girdle. The Purchaser shall make cuts to penetrate into the wood and cambium layer of the tree. Trees selected shall be greater than 20 inch DBH or as directed by the Authorized Officer.
  - (ee) No adjustment of volume or value shall be made to meet these requirements.
  - (ff) The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during topping/girdling operations. At the end of topping/girdling operations, a completed tree tally shall be submitted to the Authorized Officer.
  - (gg) Topping and girdling shall occur upon completion of yarding of the harvest unit, as directed by the Authorized Officer.
- (4) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
  - (5) Upon each season's shutdown and prior to fall rains, the Purchaser shall block skid trails and natural surfaced roads and shall place them in an erosion-resistant condition by constructing waterbars and/or lead-off ditches. Rocked roads on which Exhibit D final maintenance has not been completed, and that have been determined by the Authorized Officer to not be in an erosion-resistant condition shall have waterbars and/or lead-off ditches constructed. Waterbars shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking and water bars shall be completed as directed by the Authorized Officer.
  - (6) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, and yarding, complete skid trail and road decommissioning measures. Skid trail and road decommissioning shall be completed during the dry season, typically between June 1 and October 31, as determined by the Authorized Officer.
    - (aa) Purchaser shall decompact skid trails, to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and an opposable thumb. Minimize damage to residual tree roots. The Purchaser shall decompact the entire trail prism. If equipment other than an excavator is used, it shall be approved by the Authorized Officer. It shall also be capable of decompacting to the required depth and provide lateral shatter of compacted layer.
    - (bb) Slash and cull logs shall be placed on top of the decompact surface. Total depth of slash, not including cull logs, shall be less than 12 inches.
    - (cc) Construct drainage dips, waterbars and/or lead-off ditches as directed by the Authorized Officer. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H. Exhibit H contains 2 sheets.
    - (dd) Purchaser shall block skid trails and roads with root wads, logs and/or slash as directed by the Authorized Officer.
    - (ee) Gate on Road No. 15-2-1.2 shall be moved to the beginning of Road No. 14-1-31 upon completion of operations.

<b>Roads</b>	<b>Surface</b>	<b>(aa) Decompact</b>	<b>(bb) Slash</b>	<b>(cc) Drainage</b>	<b>(dd) Block</b>	<b>(ee) Gate</b>
Skid Trails	Natural	X	X	X	X	
Spur 7B	Rocked			X	X	
Spur 31A	Natural	X	X	X	X	

Spur 31B	Rocked			X	X	
Spur 31C	Rocked			X		
Spur 31E	Rocked			X	X	
Spur 31F	Rocked			X	X	
Spur 31G	Natural			X	X	
Spur 31H	Rocked			X	X	
Spur 31J	Rocked			X	X	
Spur 31K	Rocked			X	X	
14-1-31	Rocked					X
14-1-31.1	Rocked			X	X	
14-1-31.2	Rocked			X	X	
14-1-31.3	Rocked			X	X	
14-1-31.4	Rocked			X	X	
15-2-1.2	Rocked	X	X	X	X	X

(e) Fire Prevention

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

(f) Logging Residue Reduction

- (1) In addition to the requirements of Sections 15 and 26 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and/or site preparation measures required by this contract: Perform logging residue reduction and site preparation work on approximately sixty (60) acres of Harvest Area. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.
  - (aa) Prior to commencement of any logging residue reduction and/or site preparation, a pre-work conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and/or site preparation shall be done in accordance with the plans developed at the pre-work conference.
  - (bb) Machine pile and cover slash within ground-based harvested portions of the Regeneration Harvest Areas as directed by the Authorized Officer. Slash shall be piled by a machine equipped with a hydraulic thumb or a controllable, grapple head. If the purchaser elects to cable yard areas that were planned for ground-based harvest (areas less than 35% slope) and the slash exceeds 6 inches in depth, piling will be required as directed by the Authorized Officer.
    - (1) Unmerchantable logs greater than six (6) inches on the small end shall be left in place, or positioned so that they will not be burned.
    - (2) Machine piles shall be located as far as possible from reserve trees, culverts, or unit boundaries to minimize damage.
    - (3) Machine piles shall be kept free of dirt and other non-woody 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. Slash left on the ground shall not exceed 6 inches in depth.
    - (4) All piles shall be covered with black six (6) Mil polyethylene plastic to cover at least fifty (50) percent of the surface of each pile, minimum plastic size of 10' x 10' cover. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and

maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. Covering shall be completed at the time of piling and no later than September 15<sup>th</sup> of the year it was harvested, or as directed by the Authorized Officer.

- (5) Harvest Areas shall be piled during the same season that they are logged, unless otherwise directed by the Authorized Officer.
- (cc) Pile and cover landing slash and slash within twenty-five (25) feet of all roads within or adjacent to the harvest units. All tops, broken pieces, limbs and debris more than two (2) inches in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located at least twenty (20) feet from any reserve tree and/or as directed by the Authorized Officer.
  - (1) All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer, except logs sold and removed from the contract area.
  - (2) Upon completion of landing and roadside piling, the Purchaser shall prepare the piles for burning by securely covering each pile with black six (6) Mil polyethylene plastic. Landing and roadside piles shall be at least fifty (50) percent covered with the covering extending half of the way down all sides, minimum plastic size of 10' x 10'. 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. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. Covering shall be completed at the time of piling and no later than September 15<sup>th</sup> of the year it was harvested, or as directed by the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.
- (2) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein, and measures required in Section 44(e). In accordance with written instruction to be issued by the Authorized Officer at least 10 days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on harvest area as shown below:
  - (aa) For Igniting, Holding, and Mop-Up of Piles:
    - (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and equipment operations, and to serve as Purchaser's representative.
    - (2) Two (2) person crew (Firefighter Type 2 (FFT2)).
    - (3) Sufficient fuel for burning, five (5) drip torches or propane burners, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
    - (4) Radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
    - (5) All ignition, holding, and mop-up personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating

Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long-sleeved shirts and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

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

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government; or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that all mop up work on the escaped fire is included with mop up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

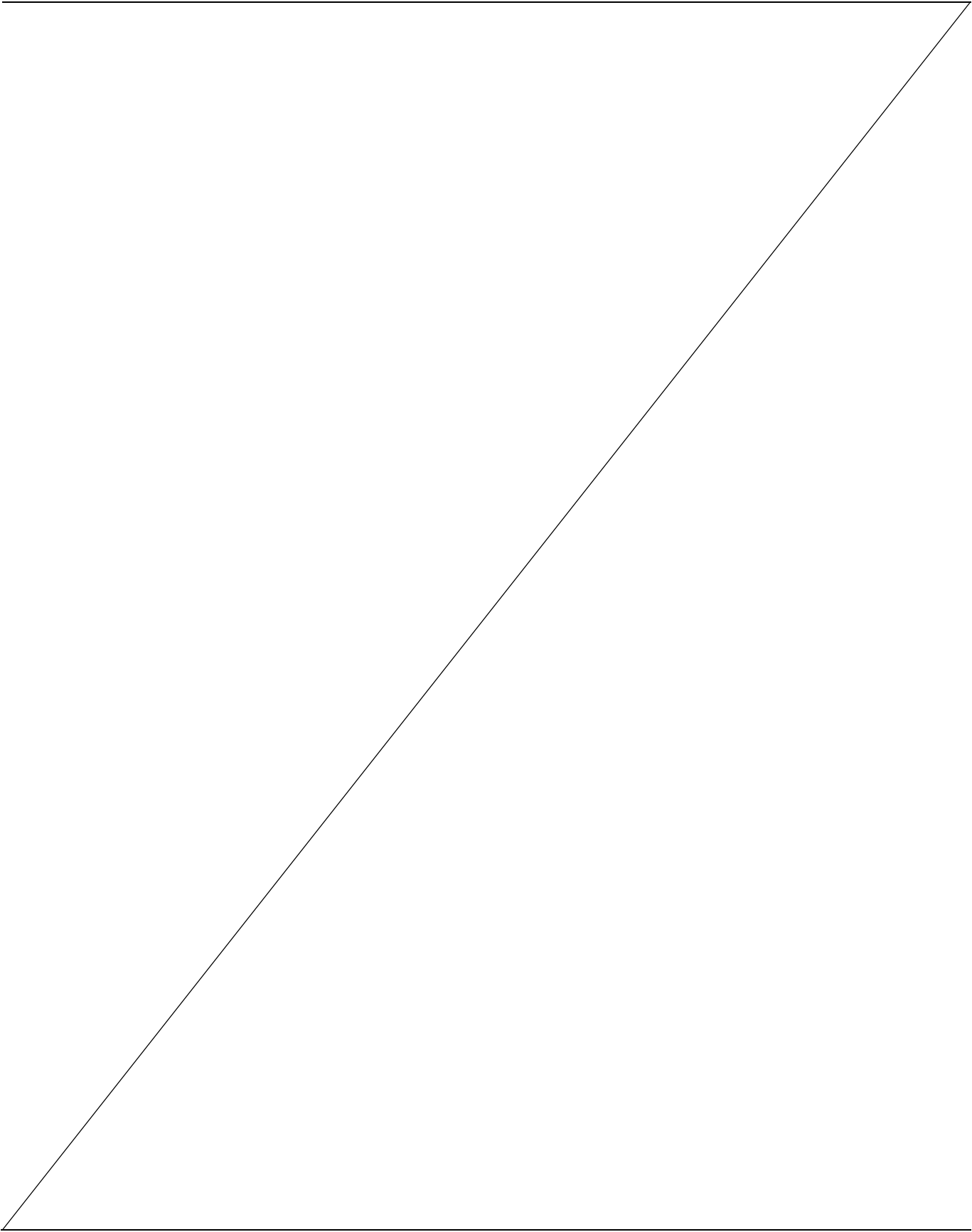
In case of injury to personnel or damage to equipment furnished as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a deferral of burning and new conditions necessitate additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

(g) Optional Contributions

- (1) The Purchaser shall assist the Government in pile burning of slash in accordance with Section 44(f)(2). The Purchaser shall have the option of completing this work, or in lieu of, may make a buyout security deposit to the Bureau of Land Management in the amount of Eight Thousand Seven Hundred Thirty and 34/100 dollars (\$8,730.34), and upon making such deposit, the Purchaser shall be relieved of the pile burning obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this deposit prior to the date of execution of this contract, and the Purchaser shall pay such amount in full prior to the commencement of operations.

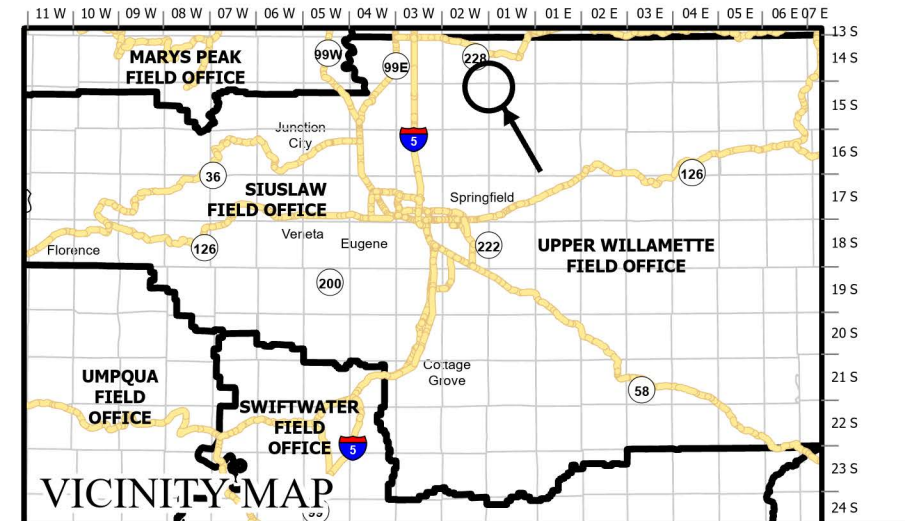
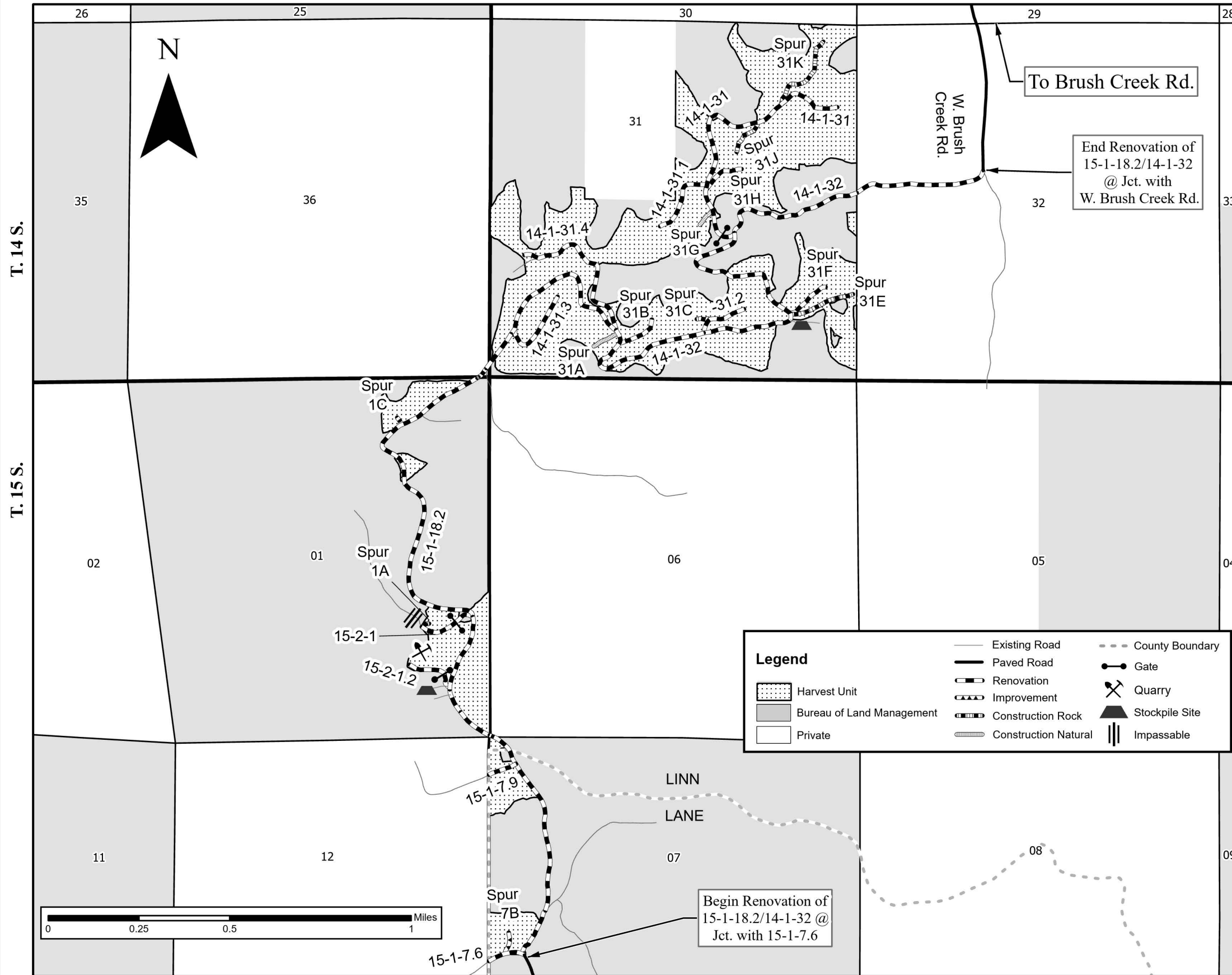






UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management, Northwest Oregon District  
Brushback Timber Sale

Exhibit C



Index	
Sheet	Contents
1	Cover Sheet
2-3	Special Provisions
4-32	General Specifications
33-38	Section Map Worklists
39	Typical Cross Sections
40	Landing Details
41	Culvert Summary
42	Culvert Installation Details
43	Culvert Bedding & Backfill Details
44	Slope Protection Details
45	Stream Armoring Details
46	Typical Roadside Brushing
47	Gate Fabrication Details
48	Direct Bury Gate Details
49	Pedestrian Access Point Details

Sale Name: Brushback Timber Sale	
Contract No.: ORN05-TS-2025.0563	
<b>Construction:</b> Spurs: 1A; 31A; 31C; 31E; 31G; 31J and 31K.	
<b>Improvement:</b> Spur 7B.	
<b>Renovation:</b> Road Nos. 14-1-31; 14-1-31.1; 14-1-31.2; 14-1-31.3; 14-1-31.4; 14-1-32; 15-1-7.6 Seg. A; 15-1-7.9 Seg. A; 15-1-18.2 Segs. B, C1, C2, C3, F, G, and H; 15-2-1; and 15-2-1.2; Spurs: 1C; 31B; 31F; and 31H.	
T. 15 S., R. 1 W., Sec. 7 Willamette Meridian, Lane County, Oregon T. 14 S., R. 1 W., Secs. 31 and 32 T. 14 S., R. 2 W., Sec. 36 T. 15 S., R. 1 W., Sec. 7 T. 15 S., R. 2 W., Secs. 1 and 12 Willamette Meridian, Linn County, Oregon	
Recommended	
Designed/Drawn: E. Bundy	Forest Engineer
Checked: B. Bickford	Approved
Date: 11/15/2024	Authorized Officer

Always Think *Safety*

## ROAD MAINTENANCE SPECIFICATIONS

General road maintenance specifications are designated by numeric symbols according to the type of work performed as follows:

SECTION	DESCRIPTION
	Special Provisions
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance

### SPECIAL PROVISIONS

1. The Purchaser shall clean road maintenance equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks, and tire treads prior to entry on BLM lands.
2. A total of 500 CY of maintenance rock will be required. 200 CY of  $\frac{3}{4}$ " minus (truck measure) of crushed rock is to be used for pavement protection during logging operations and 300 CY of 3" minus (truck measure) of crushed rock is to be used for maintenance during hauling as well as final road maintenance. Purchaser shall be required to provide to the BLM notice of placement as well as locations of where maintenance rock is placed. Any pavement protection rock not used shall be placed as directed by the Authorized Officer. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.
3. The Purchaser shall be permitted to remove ice or snow from roads authorized for use under this contract subject to the following terms and conditions:
  - (aa) Snowplowing shall be performed by utilizing a motor patrol grader or similar machine as approved by the Authorized Officer. Grader blades shall be equipped with shoes, runners, or other device to keep the grader blade a minimum of four inches (4") above the road surface or Purchaser agrees to maintain the blade height as such.
  - (bb) Snow shall be plowed to the outside shoulder of the road and not into the ditchline; in through-cut sections, snow shall be plowed to the short ditchline. Snow berms created on the shoulder of the road must be swept off the road surface or day lighted to allow surface water to drain off. Ditches and culverts shall be kept functional both during and upon completion of operations.
  - (cc) Banks shall not be undercut, nor shall gravel or other surfacing material be bladed off the road.
  - (dd) No chemical and/or salt-based de-icer is allowed for use. Pea gravel or  $\frac{3}{4}$ " minus rock may be applied to the road surface for additional traction on iced sections, at the Purchasers expense. Traction rock shall be uniformly distributed and no greater than 1" depth. Purchaser shall clear road surface of traction rock as directed by the Authorized Officer.
  - (ee) Permission to remove snow/ice from Permittee maintained roads must be obtained from the Licensor prior to snow removal activities.

### GENERAL - 3000

- 3001 — The Purchaser shall be required to maintain all roads listed and/or referenced in Section 44(b)(6), Special Provisions and as shown on the Exhibit D map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.

- 3002 — Purchaser shall maintain the cross section of existing native or aggregate surfaced roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
- 3003 — The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 — The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

#### **OPERATIONAL MAINTENANCE - 3100**

- 3101 — The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3102a — Crushed rock materials used in this work may be obtained from commercial sources selected by the Purchaser at their option and expense, providing the rock materials furnished conform to the requirements in Section 1200 of Exhibit C of this contract
- 3103 — The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 — The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a — Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.
- 3104b — The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the purchaser.

Prior to removal of any slough or slide material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based on current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

- 3105 — The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

- 3106 — The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

- 3107 — The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way when directed by the Authorized Officer.

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road in accordance with Section 2100 of Exhibit C.

- 3108 — The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.

- 3108a — The Purchaser shall perform logging operations on gravel and bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. The Purchaser shall furnish asphalt or gravel for necessary repairs at designated locations. Repair of the roads is not considered maintenance and shall be repaired at the Purchaser's expense.

#### **SEASONAL MAINTENANCE - 3200**

- 3201 — The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- 3202 — The Purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the preceding operating seasons.
- 3203 — The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- 3204 — The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

**FINAL MAINTENANCE - 3300**

- 3301 — The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16(b), Special Provisions Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

- 3302 — The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 45 days.

**OTHER MAINTENANCE - 3400**

- 3401 — The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

- 3402 — The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per yd<sup>2</sup> of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds<sup>3</sup> of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd<sup>2</sup> when a specified lesser rate is approved by the Authorized Officer.

The Purchaser shall secure any necessary water permits and pay all required water fees for use of the water sources selected by the Purchaser and approved by the Authorized Officer.

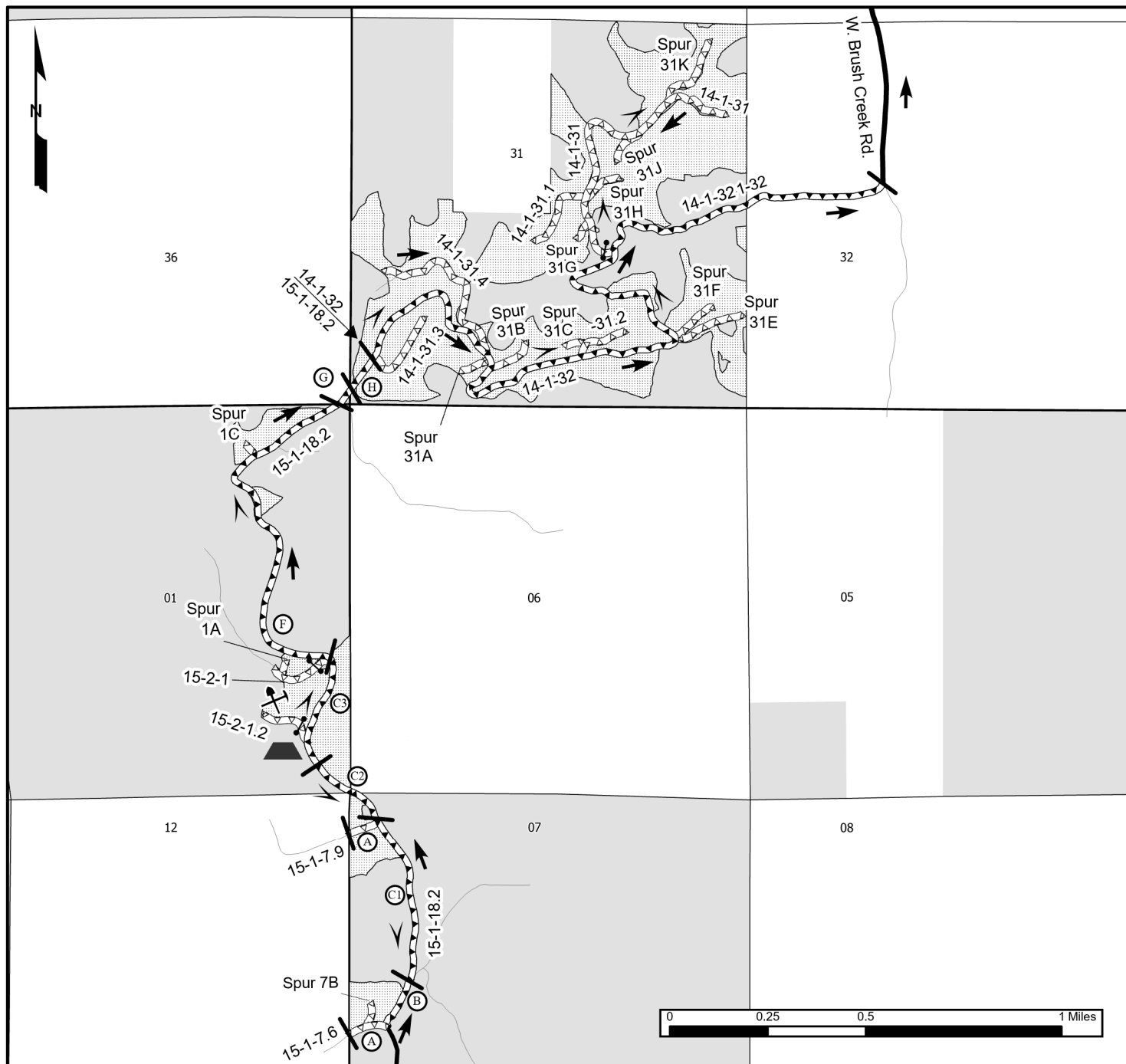
Water required under these specifications shall be obtained at the times and at the locations indicated below:

Willamette Meridian

Common Name	Section	T.	R.
West Brush Creek (W. Brush Creek Rd.)	DC 43	14 S	1 W

R. 2 W.

R. 1 W.

T. 14 S.  
T. 15 S.

SALE NAME: Brushback  
 CONTRACT NO.: ORN05-TS-2025.0563

**Legend**

	Purchaser Maintenance		Harvest Unit
	BLM Maintenance		Bureau of Land Management
	Paved Road		Private
	Existing Road		Segment Breaks
	Mineral Haul Route		Segment Identifier
	Timber Haul Route		Gate
			Quarry
			Stockpile Site

**United States Department of the Interior**  
**Bureau of Land Management**  
 Northwest Oregon District, Upper Willamette Field Office

T. 14 S., R. 1 W., Secs. 31 & 32.  
 T. 14 S., R. 2 W., Sec. 36.  
 T. 15 S., R. 1 W., Sec. 7.  
 T. 15 S., R. 2 W., Secs. 1 & 12.  
 Willamette Meridian, Linn County, Oregon  
 T. 15 S., R. 1 W., Sec. 7  
 Willamette Meridian, Lane County, Oregon

Designed By: E. Bundy  
 Drawn By: E. Bundy  
 Date: April 9, 2025



**United States  
Department of the Interior  
Bureau of Land Management**

**Timber Appraisal**

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<b>Sale Name:</b>	Brushback	<b>Sale Date:</b>	Thursday, June 26, 2025
<b>BLM District:</b>	NW Oregon DO	<b>Unit of Measure:</b>	16' MBF
<b>Contract #:</b>	ORN05-TS-2025.0563	<b>Contract Term:</b>	36 months
<b>Sale Type:</b>	Advertised	<b>Contract Mechanism:</b>	5450-003
		Lump Sum Sale of Timber and other Wood Products	

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**Content**

**Timber Appraisal Summary**  
**Stumpage Summary**  
**Unit Summary**  
**Stump to Truck**  
**Transportation**  
**Engineering Allowances**  
**Other Allowances**

**Prepared By:** Cranmer, Kyle M - 5/13/2025

**Approved By:** Dotson, Bryan J - 5/14/2025



## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Linn	14S	1W	31	Unnumbered Lots, Lot 2, NE¼, E1/2SW1/4, SE1/4	Willamette
O&C	Linn	15S	2W	1	Lot 1, Lot 2, S1/2NE1/4, E1/2SE1/4	Willamette
O&C	Lane	15S	1W	7	Lot 1, Lot 2, Lot 3	Willamette

## Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	7,969.0	8,377.0	8,452.0	121,822	933	25,338
Western Hemlock	247.0	272.0	273.0	4,681	106	1,222
Western Redcedar	158.0	180.0	230.0	2,889	241	954
Incense-cedar	10.0	10.0	10.0	35	0	7
Bigleaf Maple	9.0	9.0	9.0	206	0	88
Grandfir	8.0	8.0	8.0	290	0	73
<b>Totals</b>	<b>8,401.0</b>	<b>8,856.0</b>	<b>8,982.0</b>	<b>129,923</b>	<b>1,280</b>	<b>27,682</b>

## Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
200.0	113.0	4.1	317.1	26.5

**Logging Costs**

Stump to Truck	\$2,042,772.49
Transportation	\$418,446.00
Road Construction	\$461,483.32
Maintenance/Rockwear	\$44,535.56
Road Use	\$802.00
Other Allowances	\$94,011.01
<b>Total:</b>	<b>\$3,062,050.38</b>
<b>Total Logging Cost per MBF:</b>	<b>\$364.49</b>

**Utilization Centers**

<b>Location</b>	<b>Distance</b>	<b>% of Net Volume</b>
Eugene/Springfield	19.5 miles	100%

**Profit & Risk**

Profit	11%
Risk	2%
<b>Total Profit &amp; Risk</b>	<b>13%</b>

**Tract Features**

<b>Quadratic Mean DBH</b>	16.2 in
<b>Average GM Log</b>	68 bf
<b>Average Volume per Acre</b>	26.5 mbf
<b>Recovery</b>	94%
<b><u>Net MBF volume:</u></b>	
<b>Green</b>	8,401.0 mbf
<b>Salvage</b>	0 mbf
<b>Export</b>	0 mbf
<b><u>Ground Base Logging:</u></b>	
<b>Percent of Sale Volume</b>	24%
<b>Average Yarding Slope</b>	14%
<b>Average Yarding Distance</b>	120 ft
<b><u>Cable Logging:</u></b>	
<b>Percent of Sale Volume</b>	76%
<b>Average Yarding Slope</b>	63%
<b>Average Yarding Distance</b>	260 ft
<b><u>Aerial Logging:</u></b>	
<b>Percent of Sale Volume</b>	0%
<b>Average Yarding Slope</b>	0%
<b>Average Yarding Distance</b>	0 ft

## **Cruise**

**Cruise Completed**

April 2024

**Cruised By**

K. Cranmer, B. Dotson

### **Cruise Method**

The timber volumes for Douglas-fir, western hemlock, grandfir, incense cedar and western redcedar in the Regeneration Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 161 plots. The timber volumes for Douglas-fir, western hemlock, and western redcedar in the Partial Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 25.15 basal area factor for a total of 89 plots. Bigleaf maple in all Regeneration Harvest Areas were based on a 100% cruise for estimating board foot volume. The timber volumes for Douglas-fir in the rights-of-way were based on a 3P cruise for estimating board foot volume. The timber volumes for western hemlock, and western redcedar in the rights-of-way were based on a 100% cruise for estimating board foot volume. A map showing the location of the plots and sample trees is available at the Springfield Interagency Office. With respect to merchantable Douglas-fir; the average tree is 16.2" DBHOB; the average log contains 69 bd. ft.; the total gross merchantable volume is approximately 8,377 MBF; and 94% recovery is expected.

## Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value (\$)
Douglas Fir	25,338	7,969.0	\$722.73	\$93.95	\$364.49	\$0.00	\$264.30	\$2,106,206.70
Western Hemlock	1,222	247.0	\$511.73	\$66.52	\$364.49	\$0.00	\$80.70	\$19,932.90
Western Redcedar	954	158.0	\$877.74	\$114.11	\$364.49	\$0.00	\$399.10	\$63,057.80
Incense-cedar	7	10.0	\$480.00	\$62.40	\$364.49	\$0.00	\$53.10	\$531.00
Bigleaf Maple	88	9.0	\$180.57	\$23.47	\$364.49	\$0.00	\$18.10 *	\$162.90
Grandfir	73	8.0	\$550.20	\$71.53	\$364.49	\$0.00	\$114.20	\$913.60
<b>Totals</b>	<b>27,682</b>	<b>8,401.0</b>						<b>\$2,190,804.90</b>

\* Minimum Stumpage values were used to compute the Appraised Price/MBF (10.00% of Pond Value)

### Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir			2.0%	60.0%	34.0%	4.0%	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				38.0%	56.0%	6.0%	

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

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

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

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir					84.0%	16.0%	

**Brushback****Unit Summary****ORN05-TS-2025.0563****Unit: PH1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	728.0	771.0	772.0	4,272
Western Redcedar	31.0	34.0	41.0	319
Western Hemlock	28.0	30.0	30.0	226
<b>Totals:</b>	<b>787.0</b>	<b>835.0</b>	<b>843.0</b>	<b>4,817</b>

**Net Volume/Acre: 10.6 MBF**

Regeneration Harvest	0.0
Partial Cut	74.0
Right of Way	0.0
<b>Total Acres:</b>	<b>74.0</b>

**Unit: PH2**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	89.0	94.0	94.0	519
Western Redcedar	4.0	4.0	5.0	39
Western Hemlock	4.0	4.0	4.0	27
<b>Totals:</b>	<b>97.0</b>	<b>102.0</b>	<b>103.0</b>	<b>585</b>

**Net Volume/Acre: 10.8 MBF**

Regeneration Harvest	0.0
Partial Cut	9.0
Right of Way	0.0
<b>Total Acres:</b>	<b>9.0</b>

**Unit: PH3**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	295.0	313.0	313.0	1,732
Western Redcedar	13.0	14.0	17.0	129
Western Hemlock	11.0	12.0	12.0	91
<b>Totals:</b>	<b>319.0</b>	<b>339.0</b>	<b>342.0</b>	<b>1,952</b>

**Net Volume/Acre: 10.6 MBF**

Regeneration Harvest	0.0
Partial Cut	30.0
Right of Way	0.0
<b>Total Acres:</b>	<b>30.0</b>

**Unit: RH1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	6,009.0	6,312.0	6,372.0	16,531
Western Hemlock	184.0	204.0	205.0	786
Western Redcedar	98.0	114.0	150.0	411
Incense-cedar	9.0	9.0	9.0	6
Bigleaf Maple	9.0	9.0	9.0	88
Grandfir	7.0	7.0	7.0	67
<b>Totals:</b>	<b>6,316.0</b>	<b>6,655.0</b>	<b>6,752.0</b>	<b>17,889</b>

**Net Volume/Acre: 34.7 MBF**

Regeneration Harvest	182.0
Partial Cut	0.0
Right of Way	0.0
<b>Total Acres:</b>	<b>182.0</b>

**Unit: RH2**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	297.0	312.0	315.0	817
Western Hemlock	9.0	10.0	10.0	39
Western Redcedar	5.0	6.0	7.0	20
Grandfir	1.0	1.0	1.0	6
Incense-cedar	1.0	1.0	1.0	1
<b>Totals:</b>	<b>313.0</b>	<b>330.0</b>	<b>334.0</b>	<b>883</b>

**Net Volume/Acre: 34.8 MBF**

Regeneration Harvest	9.0
Partial Cut	0.0
Right of Way	0.0
<b>Total Acres:</b>	<b>9.0</b>

**Unit: RH3**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	297.0	312.0	315.0	817
Western Hemlock	9.0	10.0	10.0	39
Western Redcedar	5.0	5.0	7.0	20
<b>Totals:</b>	<b>311.0</b>	<b>327.0</b>	<b>332.0</b>	<b>876</b>

**Net Volume/Acre: 34.6 MBF**

Regeneration Harvest	9.0
Partial Cut	0.0
Right of Way	0.0
<b>Total Acres:</b>	<b>9.0</b>

**Unit: ROW1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	209.0	217.0	223.0	498
Western Redcedar	2.0	3.0	3.0	16
Western Hemlock	2.0	2.0	2.0	14
<b>Totals:</b>	<b>213.0</b>	<b>222.0</b>	<b>228.0</b>	<b>528</b>

**Net Volume/Acre: 60.9 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	3.5
<b>Total Acres:</b>	<b>3.5</b>

**Unit: ROW2**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	8.0	8.0	9.0	16
<b>Totals:</b>	<b>8.0</b>	<b>8.0</b>	<b>9.0</b>	<b>16</b>

**Net Volume/Acre: 40.0 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	0.2
<b>Total Acres:</b>	<b>0.2</b>

**Unit: ROW3**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	37.0	38.0	39.0	136
<b>Totals:</b>	<b>37.0</b>	<b>38.0</b>	<b>39.0</b>	<b>136</b>

**Net Volume/Acre: 92.5 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	0.4
<b>Total Acres:</b>	<b>0.4</b>



Total Stump To Truck	Net Volume	\$/MBF
\$2,042,772.49	8,401.0	\$243.16

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	1,095.0	\$355.65	\$389,436.75	Cable Thinning- 4 lds/day \$4/gal 5mbf/ld
Wheel Skidder	GM MBF	181.0	\$341.92	\$61,887.52	Ground Thining- 4 lds/day \$4/gal 5mbf/ld
Cable: Medium Yarder	GM MBF	5,630.0	\$237.10	\$1,334,873.00	Cable Regen- 6lds/day \$4/gal 5mbf/ld
Shovel	GM MBF	268.0	\$152.96	\$40,993.28	BLM ROW's 5lds/Day \$4/gal-Shovel
Shovel	GM MBF	3.0	\$152.96	\$458.88	White Painted RR 5lds/day \$4/gal 5mbf/ld
Wheel Skidder	GM MBF	1,682.0	\$124.33	\$209,123.06	Ground Regen- 11lds/day \$4/gal 5mbf/ld
<b>Subtotal</b>				<b>\$2,036,772.49</b>	

## Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Intermediate Support	Each	20.0	\$300.00	\$6,000.00	Due to long lateral corridors
<b>Subtotal</b>				<b>\$6,000.00</b>	

## Additional Moves

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

**Comments:**

Logging Costs see Appraisal Sheets

BLM ROW's 5lds/Day \$4/gal- Shovel

Ground Based Regen- Shovel- 11lds/day \$4/gal

Ground Based Thining- Wheel Skidder- 4 lds/day \$4/gal

Cable Regen- 6lds/day \$4/gal

Cable Thinning- 3 lds/day \$4/gal

ROW White RR Trees- 5lds/day \$4/gal

Total	Net Volume	\$/MBF
\$418,446.00	8,401.0	\$49.81

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Eugene/Springfield	19.5	Log Haul	GM MBF	8,856.0	\$47.25	\$418,446.00	100%

**Comments:**

\$105/hr x 2.25 hours round trip = \$236.25 divided by 5 mbf/load = \$47.25/GM mbf

\*Log Haul has multiple haul routes and mileage/time is a weighted average. Delay at the yard and landing of 60 min included in 2.5 hours

**Engineering Allowances**

Total	Net Volume	\$/MBF
\$506,820.88	8,401.0	\$60.33

Cost Item	Total Cost
Road Construction:	\$461,483.32
Road Maintenance/Rockwear:	\$44,535.56
Road Use Fees:	\$802.00

**Comments:**

Road Construction see Ex C

Road Maint see Ex D

Road Use Fees see Ex D

Total	Net Volume	\$/MBF
\$94,011.01	8,401.0	\$11.19

**Environmental Protection**

Cost item	Total Cost
Base Girdle Snag	\$6,330.00
Saw Top Snag	\$18,550.00
Equip Washing	\$800.00
Admin Cost Snag	\$2,488.00
Skid Trail Decomm	\$2,768.00
Subtotal	\$30,936.00

**Logging**

Cost item	Total Cost
Flaggers	\$18,000.00
Cutting of Unmerchantable Timber	\$2,100.00
Subtotal	\$20,100.00

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

Cost item	Total Cost
Road Decomm	\$9,765.01
Subtotal	\$9,765.01

**Slash Disposal & Site Prep**

Cost item	Total Cost
Slash Disposal	\$33,210.00
Subtotal	\$33,210.00

**Comments:**

Equipment Washing see Appraisal Sheet

Skid Trail Decomm see Appraisal Sheet

Slash Disposal see Fuels Appraisal Sheet

Cutting Unmerch Timber see Appraisal Sheet

Snag Creation see Appraisal Sheet

Flaggers see Appraisal Sheet

Road Decomm see Ex D