



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>

February 23, 2022

Parcel No. 2
Contract No. ORN05-TS22-532
Upper Willamette Field Office

Mine Your Manners

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, **March 24, 2022**.

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.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

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 Brian Bickford at (541) 683-6164.

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: March 24, 2022

Contract No.: ORN05-TS22-532, Mine Your Manners
Lane County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$182,500.00

All timber designated for cutting on

Lots 8, 9, 14-18, Section 5; Lot 3, N1/2SE1/4, SW1/4SE1/4, Section 9, T.22 S., R. 1 W., Will. Mer.

<u>Estimated Volume 32' Log (MBF)</u>	<u>Species</u>	<u>Estimated Volume 16' Log (MBF)</u>	<u>Appraised Price Per MBF</u>	<u>Estimated Volume Times Approx. Price</u>
4,858	Douglas-fir	5,725	\$ 313.30	\$ 1,793,642.50
96	Western hemlock	115	\$ 74.80	8,602.00
55	Incense-cedar	67	\$ 135.60	9,085.20
18	Western redcedar	22	\$ 571.00	12,562.00
15	Bigleaf maple	20	\$ 26.30*	526.00
5,042	Totals	5,949		\$ 1,824,417.70

* = 10% 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, western redcedar, and incense-cedar in the Harvest Areas (HA1,HA2) 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 228 plots. The timber volumes for Douglas-fir in the right-of-ways were based on a 100% cruise for estimating board foot volume. Bigleaf maple in all Harvest Areas was 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 trees; the average tree is 16.5" DBHOB; the average log contains 73 bd. ft.; the total gross merchantable volume is approximately 5,949 MBF; and 95% recovery is expected.

CUTTING AREA: Approximately 131 acres shall be regeneration harvested, and approximately 1 acre of right-of-way shall be cleared.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by Right-of-Way and Road Use Agreement E-387 between Weyerhaeuser Timber Holdings, Inc. and the United States. In the construction, renovation, use, and maintenance of private roads, in the use of tailholds and guybacks, and yarding wedges, 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.

ROAD MAINTENANCE: The Purchaser shall pay to the BLM a rockwear fee of \$1,484.59. The Purchaser shall pay a road use fee of \$4,393.00, a maintenance fee of \$1,785.19 and a rockwear fee of \$5,522.86 to Weyerhaeuser Timber Holdings, Inc. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

In addition to the quantities shown below, 600 cubic yards (truck measure) of maintenance rock (200 cubic yards of 3" minus and 400 cubic yards of 1-1/2" minus) is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

ROAD CONSTRUCTION:

Road Nos. 22-1-5.2 Seg. B., -5.4 Seg. B, -5.5 Seg. B, -6.2, and -10.2

Length: 24.5 Stations

Class: SN-14

Special Requirements: Operations limited to periods of dry weather. Native 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.

ROAD RENOVATION:

Road Nos. 22-1-3, -5 Segs. A1, A3, & B1, -5.2 Seg. A, -5.3, -5.4 Seg. A, -5.5 Seg. A, -6, -6.1, -9 Segs. A, B, & E, -9.3, -9.5, and -9.7

Length: 195.56 / 234.96 Stations

Class: SN-14 / SN-16

Special Requirements: Native 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.

Required Rock Source: Culp Creek Quarry (T. 22 S., R. 2 W., Section 1)

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>Rip Rap</u>
139	2,379	1,862	1,929	26

Culverts:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	315'	10

Total Estimated Exhibit C Road Costs (construction, renovation): \$214,780.51

ROAD DECOMMISSIONING:

Road Nos. 22-1-5.5 Segs. A & B, 22-1-9.7

Barriers: 1

Estimated Cost of Decommissioning: \$2,405.98

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 maintenance, road decommissioning, logging methods, helicopter yarding, prevention of erosion, logging residue reduction, snag creation, quarry development plan, 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 July 1 to September 30.

OTHER SPECIAL REQUIREMENTS:

1. Purchaser shall purchase from Weyerhaeuser Timber Holdings, Inc. timber from yarding wedges, new road construction, and landing renovations.
2. Notification and coordination with Lane Electric Cooperative shall be required prior to any operations in the vicinity of the powerline along Sharps Creek Road.
3. The Purchaser shall submit a Haul Authorization request for any operations over the bridge on Road No. 22-1-5.3. Request must be approved by the Federal Highways Administration and BLM prior to operations taking place. Approval may take up to 60 days following receipt of completed form. The Haul Authorization forms will be provided by the BLM at the road and logging pre-work conferences, or earlier, if requested by the Purchaser.
4. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
5. 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.
6. Haul on all natural surface roads shall be limited to the dry season (typically June 1-Oct. 31).
7. Deadmen or Equipment Anchors may be required in Harvest Area No. 1 on Road Nos. 22-1-6, -6.1, and -6.2.

8. The Purchaser shall be required to cut and process non-merchantable trees in the Harvest Areas, except for oaks and pine trees.
9. No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except in Special Yarding Areas and Special Operating Areas.
10. Full suspension shall be required when yarding over streams in the Special Operating Areas.
11. Upon completion of yarding, the Purchaser shall create one hundred forty (140) snags by topping and girdling.
12. The Purchaser shall perform logging residue reduction and site preparation work, to include machine piling, piling at landings and along roadsides, covering, lop and scatter, and pile burning.
13. The Purchaser shall decompact skid trail prisms; construct water bars and/or drainage dips on skid trails and natural surfaced roads; and block skid trails and natural surfaced roads.
14. In the Harvest Areas, except Helicopter Yarding Areas, whole tree yarding, or yarding with tops attached, will be required.
15. No operations may take place from Sharps Creek Road, including loading and unloading of equipment, yarding, and felling of timber.
16. The Purchaser shall be required to control traffic during active helicopter operations and timber falling adjacent to Sharps Creek Road.
17. The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
18. The Purchaser shall be required to file a Notification of Operations with the Oregon Department of Forestry for all harvest operations, snag creation, road construction, renovation, and improvement on federal and private lands.
19. The Purchaser shall be responsible for dust abatement on Road No. 22-1-5 where it is adjacent to Culp Creek as directed by the Authorized Officer.
20. There will be a Lane County Facilities Permit required for this sale. The Purchaser shall coordinate with Lane County and BLM to ensure the permit is completed prior to operations.
21. A quarry development plan must be reviewed on site with the contractor for the drilling and crushing of the rock for this timber sale before any drilling or blasting shall occur.
22. The Purchaser is required to use Road No. 22-1-5, and the paved portion of BLM managed land on the West side of Sharps Creek Road in T. 21 S., R. 1 W., Sec. 31, to stockpile maintenance rock and equipment, or place it in accordance with Exhibit C. This requirement may be negotiated with other Quarry users and subject to approval by the Authorized Officer.
23. The Purchaser shall remove the boulder barriers currently at the helicopter landing site in Section 5 along Sharps Creek Road prior to helicopter logging operations, and on Road No. 22-1-9.7 prior to roadwork and active logging operations. The boulders shall be stored nearby and reset to their original locations when operations are not occurring.
24. The Purchaser shall have 150 CY of 6" minus to rock proposed helicopter landings that will be used for harvest operations.
25. The Purchaser shall submit a Haul Authorization request for any operations over the bridge on Road No. 22-1-5.3. Request must be approved by the Federal Highways Administration and BLM prior to operations taking place. Approval may take up to 6 weeks. The Haul Authorization forms will be provided by the BLM at the road construction and renovation pre-work conference, or earlier, if requested by the Purchaser.

OPTIONAL CONTRIBUTIONS: The Purchaser will not have the option of contributing funds in lieu of completing logging residue reduction work.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

This sale is accessed through locked gates. Prospective bidders may obtain a key from the Springfield Interagency Office by appointment at (541)683-6600 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 1:

From the junction of Row River Road and Sharps Creek Road proceed south on Sharps Creek Road for approximately 0.1 mile. Proceed west on Road No. 22-1-5 for approximately 1 mile to junction with Road No. 21-1-31. Proceed south on Road No. 21-1-31 for approximately 1.2 miles to junction with Road No. 22-1-6. Proceed north on Road No. 22-1-6 to the Harvest Area.

To Eastern Portion of Harvest Area 1 and Harvest Area 2:

Return to junction of Sharps Creek Road and Road No. 22-1-5. Proceed east on Road No. 22-1-5.3 for approximately 0.2 mile. Proceed south on Road No. 22-1-5.4 for 1.6 miles. Continue west on Road No. 22-1-5.2 for approximately 0.6 mile to the eastern portion of Harvest Area 1. To access the western portion of Harvest Area 2 continue on Road No. 22-1-5.2 for approximately 1.1 miles to the landing, then proceed on foot to the harvest area.

To access the southern unit of Harvest Area 2:

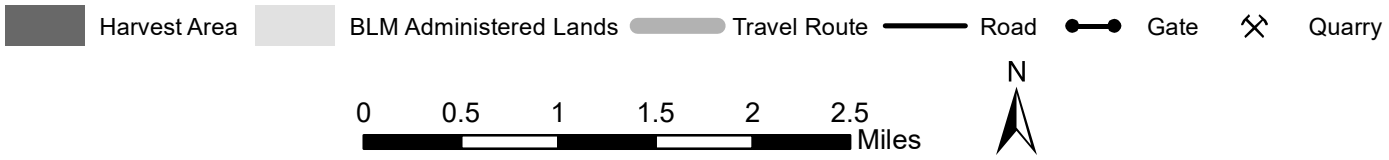
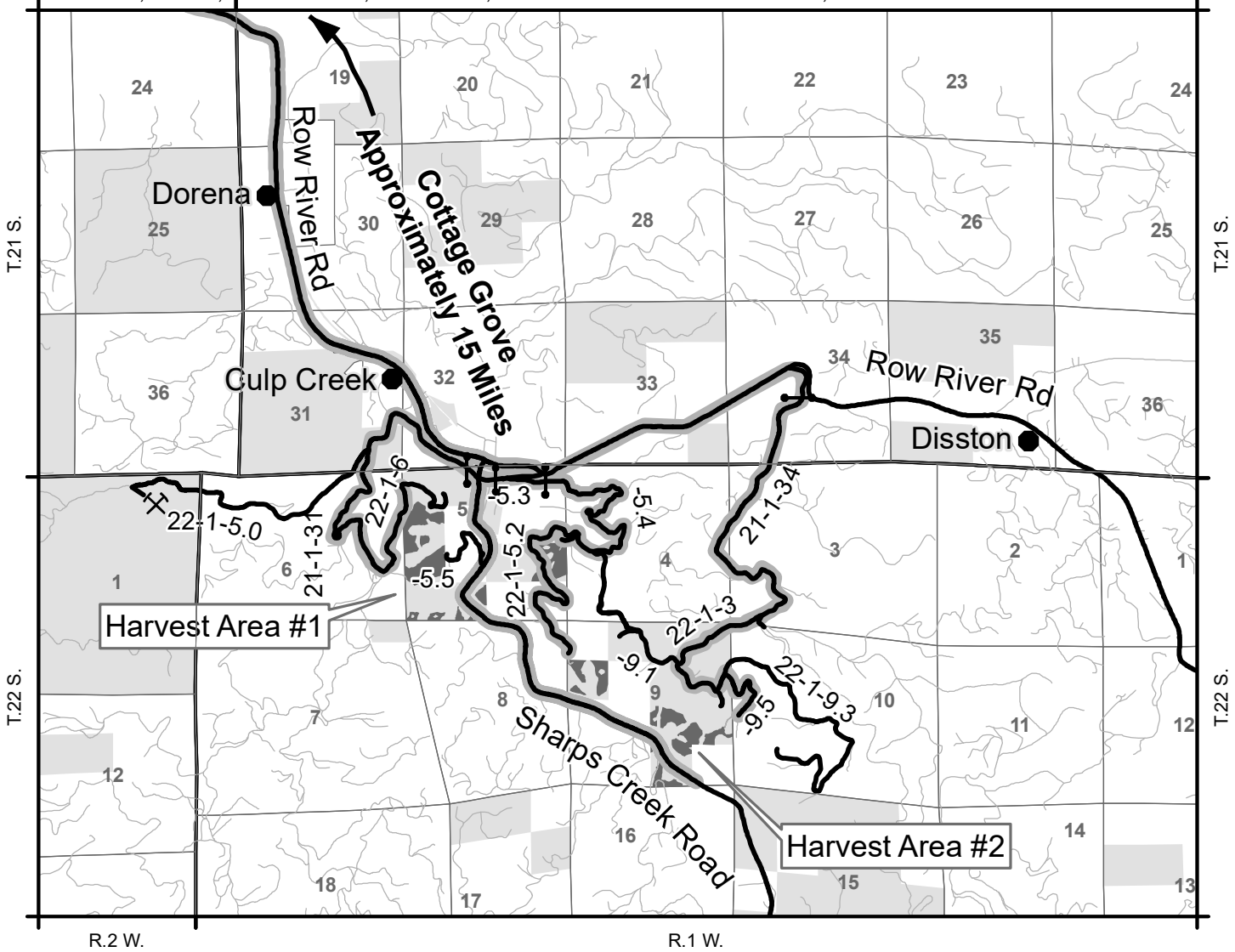
From the junction of Row River Road and Sharps Creek Road, proceed east on Row River Road for approximately 2 miles. Proceed south on Road No. 21-1-34 for approximately 1.3 miles to junction with 22-1-3. Proceed southwest on Road No. 22-1-3 for approximately 2 miles to junction with Road No. 22-1-9.3. Proceed southeast on Road No. 22-1-9.3 for approximately 0.1 mile to junction with Road No. 22-1-9.5. Proceed south on Road No. 22-1-9.5 to the landing, then proceed on foot to the Harvest Area. To access the remainder of the sale, proceed from the junction of Sharps Creek Road and Row River Road south 2.5 miles to the Harvest Area.



Timber Sale Location Map

Sale Name: Mine Your Manners

T. 22 S., R. 1 W., SECS. 5 and 9, WILL. MER., NORTHWEST OREGON DISTRICT, UPPER WILLAMETTE FIELD OFFICE



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To Eastern Portion of Harvest Area 1 and Harvest Area 2:
 Return to junction of Row River Road and Sharps Creek Road. Proceed east on Road No. 22-1-5. Proceed east on Road No. 22-1-5.3 for approximately 0.2 mile. Proceed south on Road No. 22-1-5.4 for 1.6 miles. Continue west on Road No. 22-1-5.2 for approximately 0.6 mile to the eastern portion of Harvest Area 1. To access the western portion of Harvest Area 2 continue on Road No. 22-1-5.2 for approximately 1.1 miles to the landing, then proceed on foot the the harvest area.

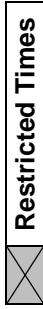
To access the southern unit of Harvest Area 2:
 From the junction of Row River Road and Sharps Creek Road, proceed east on Row River Road for approximately 2 miles. Proceed south on Road No. 21-1-34 for approximately 1.3 miles to junction with 22-1-3. Proceed southwest on Road No. 22-1-3 for approximately 2 miles to junction with Road No. 22-1-9.3. Proceed southeast on Road No. 22-1-9.3 for approximately 0.1 mile to junction with Road No. 22-1-9.5. Proceed south on Road No. 22-1-9.5 to the landing, then proceed on foot to the Harvest Area. To access the remainder of the sale, proceed from the junction of Sharps Creek Road and Row River Road south 2.5 miles to the Harvest Area.

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

12/22/2021

United States Department of the Interior
 Bureau of Land Management
 Oregon State Office
 P.O. Box 2965
 Portland, Oregon 97208-2965

Seasonal Restriction Matrix



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
Road Construction, Renovation, Decommissioning, Dry Season Haul, and Skid Trail Decommissioning													
<ul style="list-style-type: none"> ▪ November 1 – May 31, both days inclusive ▪ May vary due to weather conditions; soil moisture still overrides weather conditions 													
Mechanized Felling and Ground based yarding													
<ul style="list-style-type: none"> ▪ October 1 to June 30, both days inclusive 													

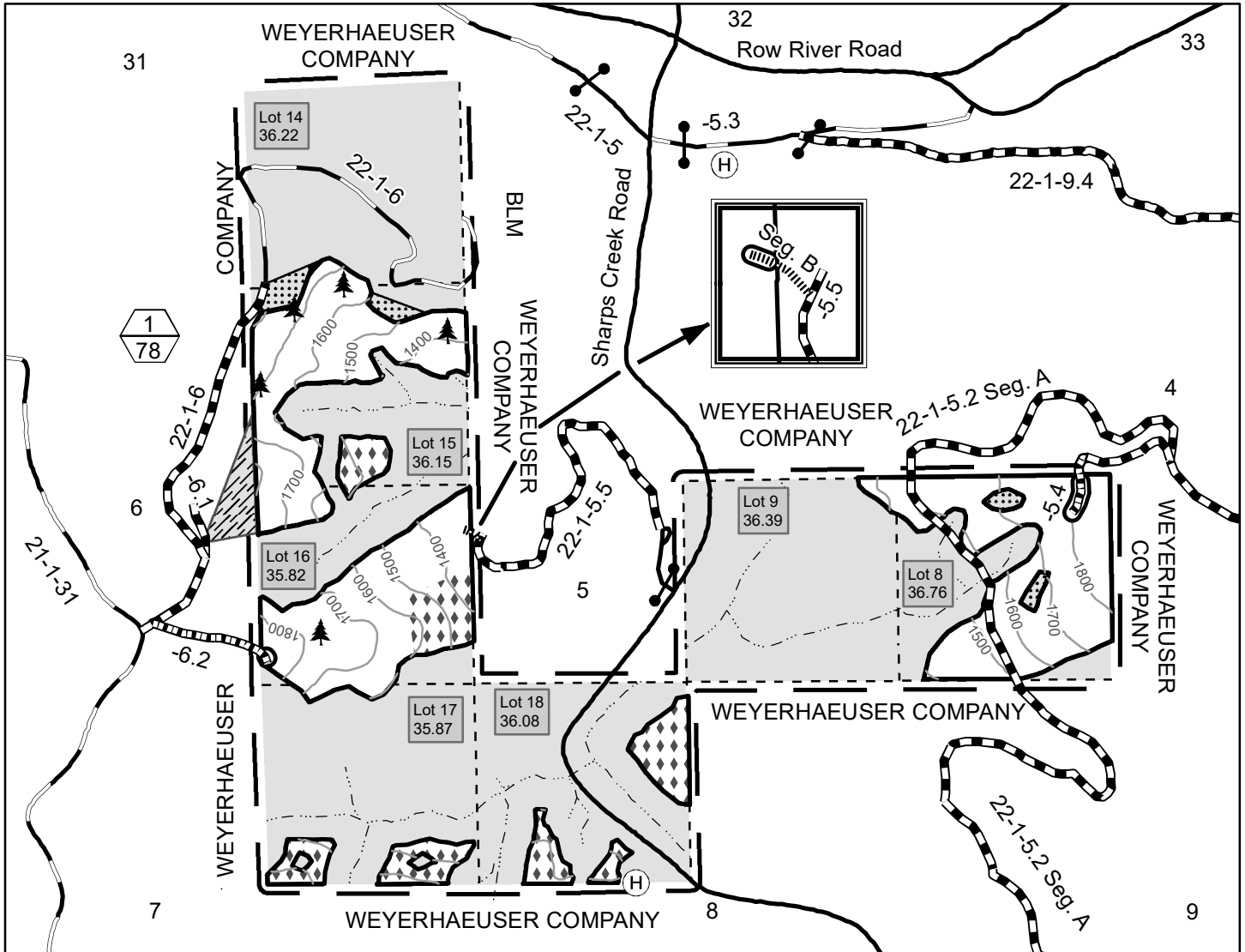
NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1000 – 2100 feet.



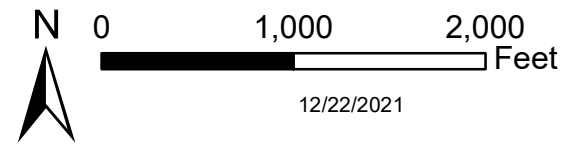
**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

EXHIBIT A
Sheet 1 of 2

MINE YOUR MANNERS TIMBER SALE CONTRACT NO.: ORN05-TS22-532
T. 22 S., R. 1 W., SEC. 5, WILL. MER., NORTHWEST OREGON DISTRICT



- Boundary of Cutting Area - Posted, Painted
- Contract Area
- Reserve Area
- Special Yarding Area
- Yarding Wedge
- Helicopter Yarding
- Right-of-Way (Clearing)
- Stream
- Renovation/Improvement
- Construction - Natural
- Construction - Rock
- Paved Road
- Rocked Road
- Unit Number (Top)/ Unit Acres (Bottom)
- Approximate Location of Orange Painted Trees
- Gate
- Helicopter Landing



Totals for Sections 5 and 9	
Total Regeneration Harvest Area	131
Total Right-of-Way (Clearing)	1.00
Total Reserve Area	278.94
Total Contract Area	410.64 A.

Totals for Section 5	
Regeneration Harvest Area	78
Right-of-Way (Clearing)	.50
Reserve Area	174.79
Contract Area	253.29 A.

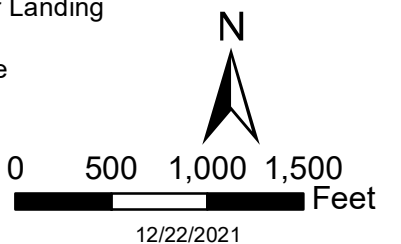
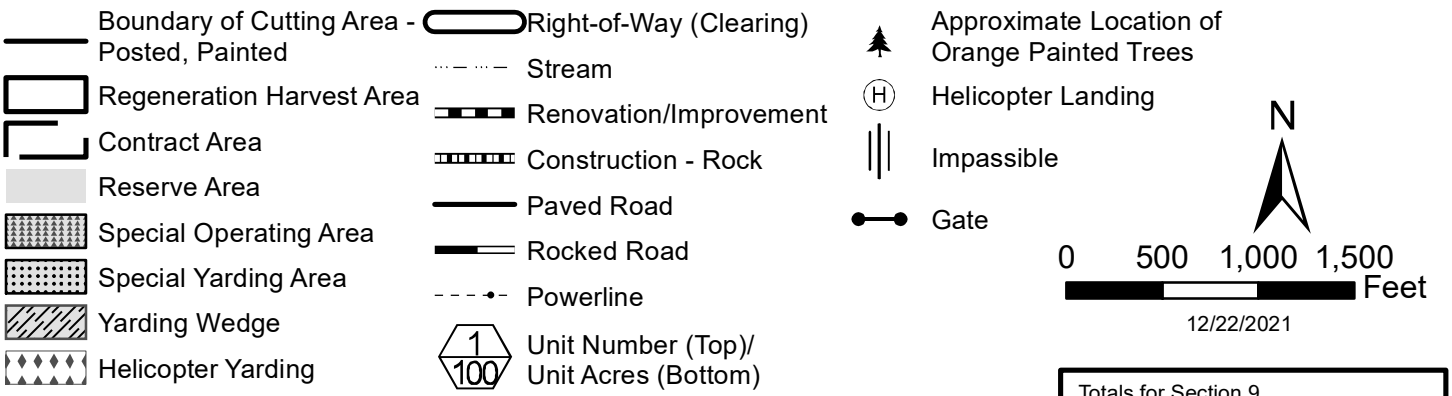
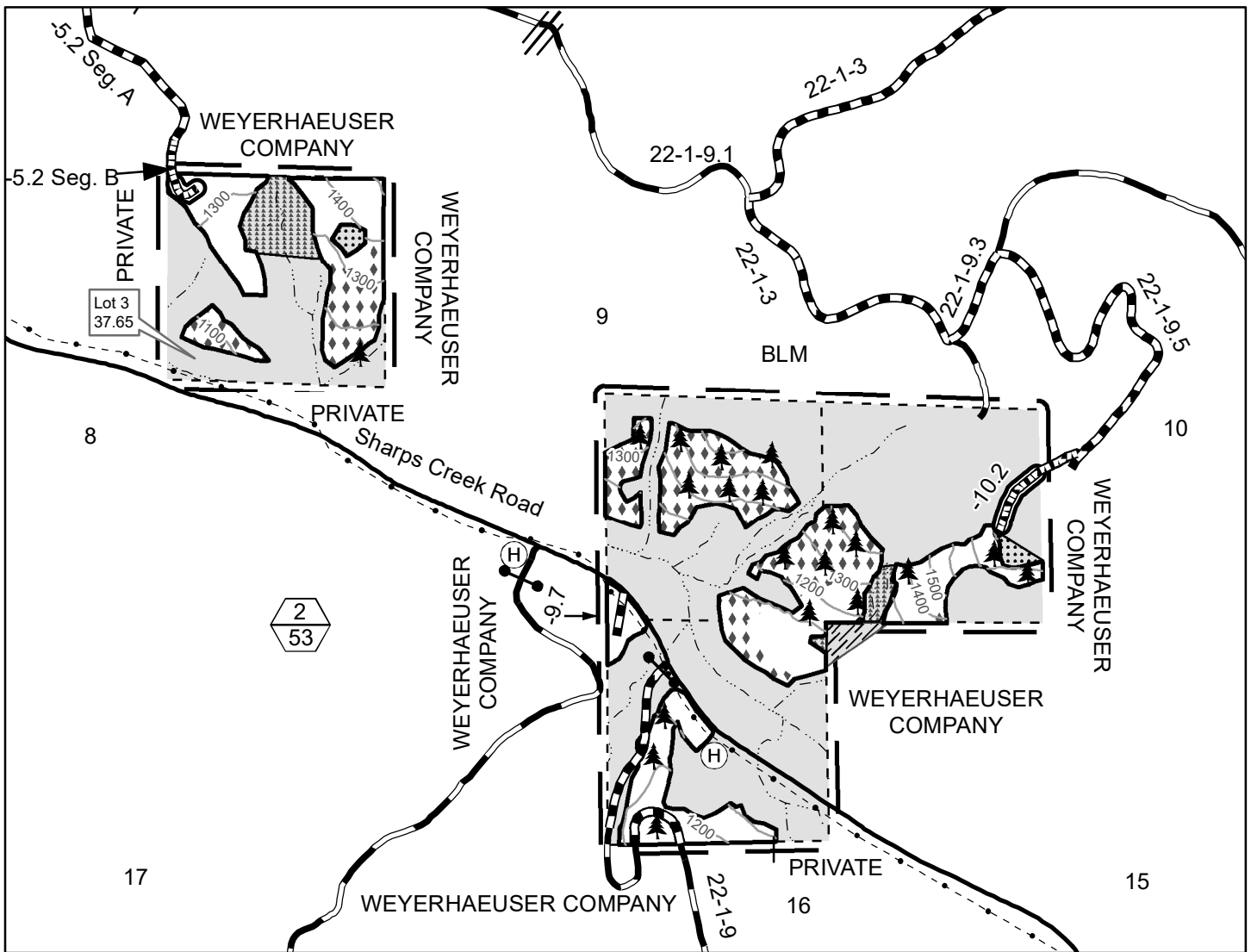
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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

EXHIBIT A
Sheet 2 of 2

MINE YOUR MANNERS TIMBER SALE CONTRACT NO.: ORN05-TS22-532
T. 22 S., R. 1 W., SEC. 9, WILL. MER., NORTHWEST OREGON DISTRICT



Totals for Section 9	
Regeneration Harvest Area	53
Right-of-Way (Clearing)	.50
Reserve Area	104.15
Contract Area	157.65 A.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.

ORN05-TS22-532

Mine Your Manners

EXHIBIT B

LUMP SUM SALE

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	5,725 MBF		
Western hemlock	115 MBF		
Incense cedar	67 MBF		
Western redcedar	22 MBF		
Bigleaf maple	20 MBF		
TOTALS	5,949 MBF		

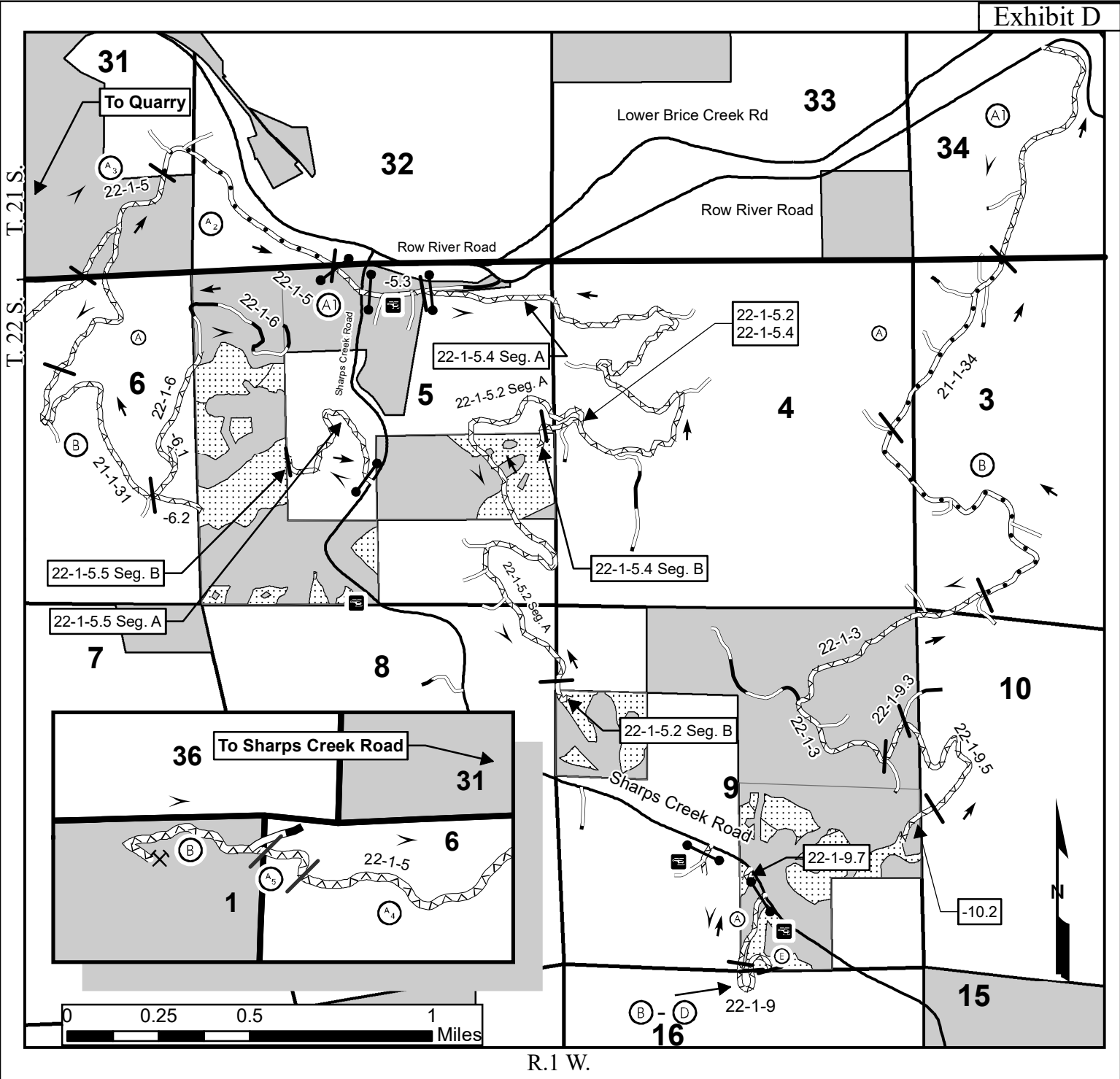
The apportionment of the total purchase price is as follows:

<u>ReGen Harvest Area No. 1</u> – 78 Acres	(45.1 MBF/Acre)
Douglas-fir	3,384 MBF
Western hemlock	69 MBF
Incense cedar	40 MBF
Western redcedar	13 MBF
Bigleaf maple	12 MBF
	<hr/> 3,518 MBF

<u>ReGen Harvest Area No. 2</u> – 53 Acres	(45.1 MBF/Acre)
Douglas-fir	2,300 MBF
Western hemlock	46 MBF
Incense cedar	27 MBF
Western redcedar	9 MBF
Bigleaf maple	8 MBF
	<hr/> 2,390 MBF

<u>Right-of-Way Area No. 1</u> – 0.5 Acres	(44.0 MBF/Acre)
Douglas-fir	22 MBF

<u>Right-of-Way Area No. 2</u> – 0.5 Acres	(38.0 MBF/Acre)
Douglas-fir	19 MBF



SALE NAME: Mine Your Manners
 CONTRACT NO.: ORN05-TS22-532

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

Legend

Private	Bureau of Land Management
Existing Roads	Helicopter Landing
Purchaser Maintenance	Segment Label
Third Party Maintenance	Quarry
County Road	Gate
Mineral Haul Route	Segment Breaks
Timber Haul Route	

Road Maintenance Map
 T. 21 S., R. 1 W., Sections 31, 32, 33, & 34
 T. 21 S., R. 2 W., Section 36
 T. 22 S., R. 1 W., Sections 3, 4, 5, 6, 8, 9, 10 & 16
 T. 22 S., R. 2 W., Section 1
 Willamette Meridian, Lane County, Oregon

Designed By: C. Conklin
 Drawn By: J. Chavez
 Date: December 9, 2021

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government

land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Timber Reserved from Cutting - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

Contract No. ORN0

Parcel No.

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE NORTHWEST OREGON DISTRICT SPRINGFIELD INTERAGENCY OFFICE AT 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE:

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

(Name of Firm)

(Name of Corporation)

(Signature)

(Signature)

(Address)

(Title)

(Signature)

UNITED STATES OF AMERICA

By _____
(Signature)

(Address)

(Title)

(Signature)

(Date)

(Address)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____, who signed the contract was then _____ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: _____

SEC. 41 - 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 2 sheets.
- (b) All trees marked with yellow paint above and below stump height in the Harvest Areas shown on Exhibit A.
- (c) All trees marked with orange paint above and below stump height in the Approximate Location of Orange Painted Trees shown on Exhibit A. Orange painted trees felled for safety or operational reasons shall remain on site. Where necessary for safety or operational reasons, orange painted trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (d) 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, Special Yarding 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.
- (e) All existing decay class 3-5 down wood and snags in the Harvest Areas, Special Yarding 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.
- (f) In the Harvest Areas, Special Yarding 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.

SEC. 42 - 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 he plans 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 he intends 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) Lane County Facilities Permit No. 200716 shall be required for helicopter operations over Sharps Creek Road and any roadwork that takes place within the county right-of-way. The Purchaser shall coordinate with Lane County and BLM to ensure the permit is completed prior to operations.
 - (4) The Purchaser shall submit a Haul Authorization request form for any log, rock, or heavy equipment haul over the bridge on Road No. 22-1-5.3. Request must be approved by the Federal Highways Administration and BLM prior to operations taking place. Approval may take up to 60 days following submittal of a completed Haul Authorization request form. The Haul Authorization forms will be provided by the BLM at the road and logging pre-work conferences, or earlier, if requested by the Purchaser.

- (5) 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 and within vicinity of Sharps Creek Road, including timber falling and helicopter operations. Roads shall not be blocked by such operations for more than 20 minutes.
- (6) No operations shall take place on or from Sharps Creek Road including loading and unloading of equipment, yarding, and felling of timber.
- (7) Notification and coordination with Lane Electric Cooperative shall be required prior to any operations in the vicinity of the powerline along Sharps Creek Road.
- (8) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except:
 - (aa) When yarding over streams in 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 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 yarding through the Special Yarding Areas shown on Exhibit A. Corridor trees shall be felled and removed in accordance with Section 42(a)(21).
- (9) In the Harvest Areas, except Helicopter Yarding 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 and Orange Painted Trees, except when necessary for safety reasons.
- (10) In the Harvest Areas shown on Exhibit A, all tree species designated in accordance with Exhibit B and of merchantable size according to Northwest Log Rules Eastside Scribner Log Scaling Handbook must be cut and removed from the contract area in compliance with the terms of this contract.
- (11) In the Harvest Areas shown on Exhibit A, all hardwoods, more than six (6) inches in diameter and not designated in Section 42(a)(10) 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.
- (12) In the 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.
- (13) Haul on all natural surface roads shall be limited to the dry season (typically June 1 through October 31), as determined by the Authorized Officer.
- (14) Mechanized felling and ground based yarding shall occur between July 1 – September 30 or as approved by the Authorized Officer.
- (15) 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.
- (16) In the Helicopter Yarding Areas shown on Exhibit A, yarding shall be done with a helicopter capable of suspending logs free and clear of the ground and tree tops enroute to the landing. All multiple log turns shall be vertically lifted from a small enough radius to result in minimal damage to the residual forest stand as determined by the Authorized Officer.
- (17) In the Harvest Areas, except the Helicopter Yarding Areas, shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes of 35% or less.
- (18) In the Harvest Areas, shown on Exhibit A, felling may be done with specialized ground based equipment (feller-processor or feller-buncher) on slopes up to 50%. The feller-processor or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved.

Purpose-built carriers may be of the articulated, rubber-tired design, or the zero-clearance tail swing, leveling track-mounted design.

- (19) In the Harvest Areas, Special Yarding Areas, and Special Operating Areas, except the Helicopter Yarding Areas, shown on Exhibit A, all slopes greater than 35% 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.
- (20) 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.
- (21) 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 and Special Yarding 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) Orange painted trees felled for safety or operational reasons shall not be removed, in accordance with Section 41(c).
 - (bb) Trees felled for safety or operational reasons in Special Operating Areas shall not be removed, in accordance with Section 42(a)(7)(aa).
 - (cc) 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.
 - (dd) 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.
 - (ee) 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.
 - (ff) 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.

- (22) Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors. In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total actual contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards, no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit A Map.

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

- (1) The Purchaser shall construct Road Nos. 22-1-5.2 Seg. B., -5.4 Seg. B, -5.5 Seg. B, -6.2 and -10.2; and renovate Road Nos. 22-1-3, -5 Segs. A1, A3 & B1, -5.2 Seg. A, -5.3, -5.4 Seg. A, -5.5 Seg. A, -6, -6.1, -9 Segs. A, B, E, -9.3, -9.5, and -9.7, in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 43 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 and/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 May 15 and November 30 (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 a quarry development plan must be reviewed on site with the contractor for the drilling and crushing of the rock for this timber sale before any drilling or blasting shall occur. Development plan shall include: site development plan, operation plan, reclamation plan, and blasting plan. These plans shall be certified by a Mining Safety and Health Administration certified miner, operator, or contractor.
- (5) The Purchaser shall furnish and place 600 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.
- (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 42(b)(7) and Section 42(b)(9) and pay the required rockwear obligation described in Section 42(b)(8). 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>
21-1-31 Segs. A&B	1.65	WY	Rock
21-1-34 Seg. A1	0.83	WY	Rock
22-1-3	0.99	BLM	Rock
22-1-5 Segs. A1, A3, & B	0.96	BLM	Rock
22-1-5 Segs. A4&A5	1.13	WY	Rock
22-1-5.2 Seg. A	1.55	WY	Rock
22-1-5.2 Seg. B	0.06	BLM	Rock
22-1-5.3	0.17	WY	Rock
22-1-5.4 Seg. A	1.91	WY	Rock
22-1-5.4 Seg. B	0.06	BLM	Rock
22-1-5.5 Seg. A	0.45	WY	Natural
22-1-5.5 Seg. B	0.03	BLM	Natural
22-1-6	0.49	BLM	Rock
22-1-6.1	0.03	WY	Rock
22-1-6.2	0.15	BLM	Rock
22-1-9 Segs. A&E	0.33	BLM	Rock
22-1-9 Segs. B-D	0.13	WY	Rock
22-1-9.3	0.05	WY	Rock
22-1-9.5	0.53	WY	Rock
22-1-9.7	0.05	BLM	Natural
22-1-10.2	0.05	BLM	Rock

WY = Weyerhaeuser Timber Holdings, Inc.

- (7) The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract.
- (8) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of One Thousand Four Hundred Eighty-four and 59/100 dollars (\$1,484.59) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(6).

The rockwear fee shown above 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 Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

- (9) In the construction of Road Nos. 22-1-5.2 Seg. B, 22-1-5.4 Seg. B, 22-1-5.5 Seg. B, 22-1-6.2, and 22-1-10.2, the renovation, use, and maintenance of Road Nos. 21-1-31 Segs. A&B, 21-1-34 Segs. A&B, 22-1-5 Segs. A2, A4&A5, 22-1-5.2 Seg. A, 22-1-5.4 Seg. A, 22-1-5.4 Seg. A, 22-1-5.5 Seg. A, 22-1-6.1, 22-1-9.3 Seg. A, and 22-1-9.5, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-387 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 Four Thousand Three Hundred Ninety-three and 00/100 dollars (\$4,393.00) prior to log hauling. Additional road use fees may be due as a result of modification volume.
- (ee) Pay maintenance fees monthly, for volume hauled the previous month, at the rate per M bd. ft. 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.
- (ff) All maintenance and 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. Additional road use fees may be due as a result of modification volume.
- (gg) The Purchaser shall maintain Road Nos. 21-1-31 Segs. A&B, 22-1-5 Seg. A4-A5, 22-1-5.2 Seg. A, 22-1-5.4 Seg. A, 22-1-5.5 Seg. A, 22-1-6.1, 22-1-9.3 Seg. A, and 22-1-9.5 in accordance with Section 42(b)(6).
- (hh) Prior to cutting or removing any timber from the road rights-of-way, the Purchaser shall purchase approximately 9.5 MBF of timber required for the construction of Road Nos. 22-1-5.2 Seg. B, 22-1-5.4 Seg. B, 22-1-5.5 Seg. B, 22-1-6.2, and 22-1-10.2, and use of yarding wedges according to Weyerhaeuser Timber Holdings, Inc. license agreement specifications.

- (10) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 42(b)(6) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. 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.
- (11) The Purchaser also agrees that if he elects 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, he shall request and agree to the modification of this contract to provide for such use.
- (12) The Purchaser shall remove the boulder barriers currently at the helicopter landing site in Section 5 along Sharps Creek Road prior to helicopter logging operations, and on Road No. 22-1-9.7 prior to roadwork and active logging operations. The boulders shall be stored nearby and reset to their original locations when operations are not occurring.
- (13) The Purchaser shall have 150 CY of 6" minus to rock proposed helicopter landings that will be used for harvest operations.
- (14) The Purchaser shall submit a Haul Authorization request for any operations over the bridge on Road No. 22-1-5.3. Request must be approved by the Federal Highways Administration and BLM prior to operations taking place. Approval may take up to 6 weeks. The Haul Authorization forms will be provided by the BLM at the road construction and renovation pre-work conference, or earlier, if requested by the Purchaser.

(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. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) Snag Creation
 - (aa) Snag creation shall be completed within 90 days upon receiving notification from the Authorized Officer.
 - (bb) Purchaser shall select and top 42 trees and girdle 98 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 with a wide enough cut to prevent over-healing. Trees selected shall be greater than 20 inch DBH, or as directed by the Authorized Officer. No adjustment of volume or value shall be made to meet these requirements.
 - (ee) 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 falling/girdling operations. At the end of falling/girdling operations, a completed tree tally shall be submitted to the Authorized Officer.
- (3) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
- (4) 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.

- (5) 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.
- (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, Road No. 22-1-5.5 Seg. B, and new natural surfaced landing on Road No. 22-1-9.7 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. Slash and debris shall be pulled on top of the decompact surface as directed by the Authorized Officer. 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) 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.
 - (cc) Purchaser shall block skid trails and natural surfaced roads with root wads, logs and/or slash as directed by the Authorized Officer.
 - (dd) Purchaser shall replace boulders moved during harvest and loading on Road No. 22-1-9.7, and shall replace boulders moved during helicopter landing operations along Sharps Creek Road in T. 22 S., R. 01 W., Section 5, W.M.

Roads	Surface	(aa) Decompact and Place Log Slash	(bb) Drainage	(cc) Block	(dd) Replace Boulders
Skid Trails	Natural	X	X	X	
Rd. No. 22-1-5.5 Seg. A	Natural		X	X	
Rd. No. 22-1-5.5 Seg. B	Natural	X	X	X	
Rd. No. 22-1-9.7	Natural	X*			X
Helicopter landing Sec. 5	Natural				X
* New landing only.					

- (7) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (aa) Threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (bb) When, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (cc) Federal proposed, federal candidate, Bureau sensitive, or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

- (dd) When, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (ee) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (ff) When, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA) the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (gg) Species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (hh) When, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

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

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

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

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order or an IBLA issued stay or remedy. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(d) 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.

(e) 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 fifty-five (55) acres of Harvest Areas. 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) Lop and Scatter slash within Helicopter Yarding Areas as directed by the Authorized Officer. All top and side branches must be cut free of the central stem so that such stem is reduced to the extent that it is within twelve (12) inches of the ground at all points. All logging slash and slashed woody vegetation that is greater than six (6) feet in length and between one (1) inch and six (6) inches in diameter shall be lopped and scattered. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter.

- (cc) Machine pile and cover slash within ground-based harvested portions of the 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 four (4) Mil polyethylene plastic to cover at least seventy-five (75) 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 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.
- (dd) 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 four (4) Mil polyethylene plastic. Landing and roadside piles shall be at least seventy-five (75) percent covered with the covering extending three-quarters 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. The timing of this covering work shall be in accordance with instructions from 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 42(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.

(f) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms of this contract, except exempted species, 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. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other round wood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar lumber that does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

The Purchaser is required to maintain and upon request to furnish the following information:

- (aa) Date of last export sale.
 - (bb) Volume of timber contained in last export sale.
 - (cc) Volume of timber exported in the past twenty-four (24) months from the date of last export sale.
 - (dd) Volume of Federal timber purchased in the past twenty-four (24) months from the date of last export sale.
 - (ee) Volume of timber exported in succeeding twenty-four (24) months from date of last export sale.
 - (ff) Volume of Federal timber purchased in succeeding twenty-four (24) months from date of last export sale.
- (2) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twenty-four (24) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

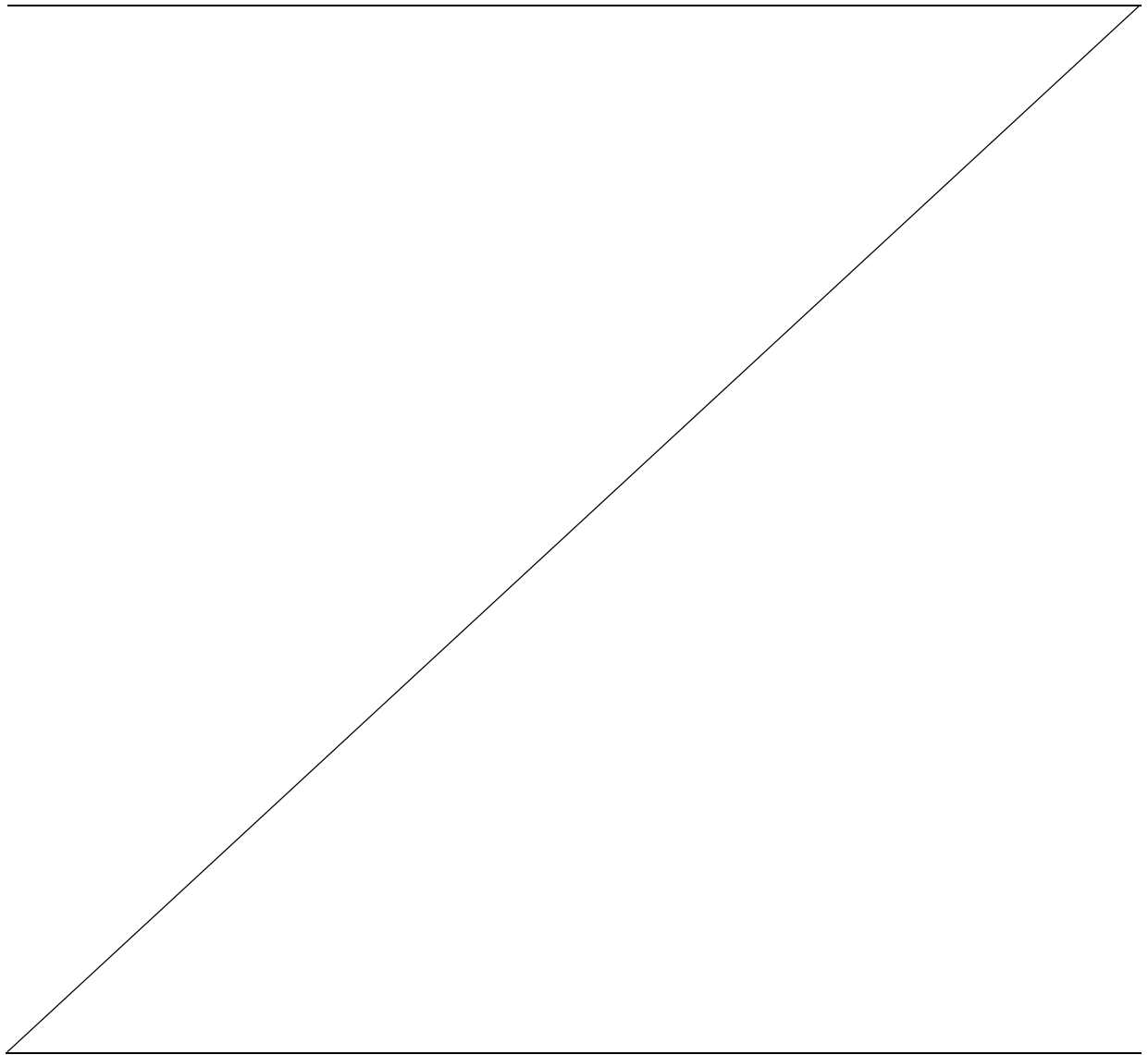
Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) that shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs shall be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically shall be marked with a 3 square inch spot of highway Yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon location when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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



Information for Timber Sale Notice, Prospectus, Sec. 41 & 42
Mine Your Manners Timber Sale
ORN05-TS-2022.0532

Approx # of trees	Est Volume MBF 32'	Species	Est Volume MBF 16'	Appraised \$/MBF	Appraised Price
16,029	4,858.0	Douglas-fir	5,725.0	\$313.30	\$1,793,642.50
595	96.0	Western hemlock	115.0	\$74.80	\$8,602.00
445	55.0	Incense-cedar	67.0	\$135.60	\$9,085.20
202	18.0	Western redcedar	22.0	\$571.00	\$12,562.00
332	15.0	Bigleaf maple	20.0	\$26.30 *	\$526.00
17,603	5,042.0		5,949.0		\$1,824,417.70

* Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value)

CRUISED BY:	K.Cranmer, B. Dotson
CRUISE COMPLETED:	July 2020
COMBINED SAMPLING ERROR:	8.41 %

CRUISE DESIGN/METHOD Description:
<p>CRUISE INFORMATION: The timber Volumes for Douglas-fir, western hemlock, western redcedar, and incense-cedar in the Harvest Areas (HA1,HA2) 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 228 plots. The timber volumes for Douglas-fir in the right-of-ways were based on a 100% cruise for estimating board foot volume. Bigleaf maple in all Harvest Areas 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 trees; the average tree is 16.5" DBHOB; the average log contains 73 bd. ft.; the total gross merchantable volume is approximately 5,949 MBF; and 95% recovery is expected.</p>

TRACT FEATURES

ALL SPECIES

QM DBH	16.3	INCHES
GM LOG	72	BD FT
Total Gross Volume	6,247	MBF
Recovery	95	%

	Salvage	0	MBF
	Export	0	MBF

Dominant Species: **Douglas-fir**

	QM DBH	16.5	INCHES
	GM Log	73	BD FT
	Recovery	95	%
	Salvage	0	MBF

Admin Scale Allowance		\$0.00	\$/MBF
	TOTAL ADMIN. SCALE Allowance	\$0.00	

EXPORT VOLUME (LE-1)	Port Orford Cedar	0	MBF
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Reserve Tree Paint Color	Reserve Tree Count
	0

Harvest Tree Paint Color	Harvest Tree Count
	0



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

Timber Appraisal

Sale Name: Mine Your Manners	Sale Date: Thursday, March 24, 2022
BLM District: NW Oregon DO	Unit of Measure: 16' MBF
Contract #: ORN05-TS-2022.0532	Contract Term: 36 months
Sale Type: Advertised	Contract Mechanism: 5450-3 Sale of Timber - Lump Sum

Content

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

Prepared By: Cranmer, Kyle M - 2/14/2022

Approved By: Barclay, Brian W - 2/14/2022

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	22S	1W	5	Lots 8, 9, 14-18	Willamette
O&C	Lane	22S	1W	9	Lot 3, N1/2SE1/4, SW1/4SE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	5,725.0	5,949.0	6,006.0	81,044	1,394	16,029
Western Hemlock	115.0	125.0	125.0	2,530	0	595
Incense-cedar	67.0	72.0	72.0	1,126	0	445
Western Redcedar	22.0	24.0	24.0	580	0	202
Bigleaf Maple	20.0	20.0	20.0	696	0	332
Totals	5,949.0	6,190.0	6,247.0	85,976	1,394	17,603

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
131.0	0.0	1.0	132.0	45.1

Logging Costs

Stump to Truck	\$1,407,376.96
Transportation	\$276,535.50
Road Construction	\$214,780.51
Maintenance/Rockwear	\$73,138.32
Road Use	\$4,393.00
Other Allowances	\$42,079.37
Total:	\$2,018,303.66
Total Logging Cost per MBF:	\$339.27

Utilization Centers

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Eugene/Springfield	50.0 miles	59 %
Eugene/Springfield	55.0 miles	41 %

Profit & Risk

Profit	8 %
Risk	3 %
Total Profit & Risk	11 %

Tract Features

Quadratic Mean DBH	16.3 in
Average GM Log	72 bf
Average Volume per Acre	45.1 mbf
Recovery	95 %
<u>Net MBF volume:</u>	
Green	5,949.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	5 %
Average Yarding Slope	10 %
Average Yarding Distance	150 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	71 %
Average Yarding Slope	60 %
Average Yarding Distance	400 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	24 %
Average Yarding Slope	70 %
Average Yarding Distance	3000 ft

Cruise

Cruise Completed July 2020
Cruised By K.Cranmer, B. Dotson

Cruise Method

CRUISE INFORMATION: The timber Volumes for Douglas-fir, western hemlock, western redcedar, and incense-cedar in the Harvest Areas (HA1,HA2) 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 228 plots. The timber volumes for Douglas-fir in the right-of-ways were based on a 100% cruise for estimating board foot volume. Bigleaf maple in all Harvest Areas 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 trees; the average tree is 16.5" DBHOB; the average log contains 73 bd. ft.; the total gross merchantable volume is approximately 5,949 MBF; and 95% 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	16,029	5,725.0	\$733.19	\$80.65	\$339.27	\$0.00	\$313.30	\$1,793,642.50
Western hemlock	595	115.0	\$465.23	\$51.18	\$339.27	\$0.00	\$74.80	\$8,602.00
Incense-cedar	445	67.0	\$533.58	\$58.69	\$339.27	\$0.00	\$135.60	\$9,085.20
Western Redcedar	202	22.0	\$1,022.75	\$112.50	\$339.27	\$0.00	\$571.00	\$12,562.00
Bigleaf Maple	332	20.0	\$262.50	\$28.88	\$339.27	\$0.00	\$26.30 *	\$526.00
Totals	17,603	5,949.0						\$1,824,417.70

* Minimum Stumpage values were used to compute the Appraised Price/MBF (10% 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				64.0 %	32.0 %	4.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western hemlock				43.0 %	51.0 %	6.0 %	

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			Camp Run
Western redcedar							100.0 %

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

Unit: RH-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas-fir	3,384.0	3,517.0	3,551.0	9,410
Western hemlock	69.0	74.0	74.0	354
Incense-cedar	40.0	43.0	43.0	265
Western redcedar	13.0	14.0	14.0	120
Bigleaf maple	12.0	12.0	12.0	200
Totals:	3,518.0	3,660.0	3,694.0	10,349

Net Volume/Acre: 45.1 MBF

Regeneration Harvest	78.0
Partial Cut	0.0
Right-of-Way	0.0
Total Acres:	78.0

Unit: RH-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas-fir	2,300.0	2,390.0	2,413.0	6,394
Western hemlock	46.0	51.0	51.0	241
Incense-cedar	27.0	29.0	29.0	180
Western redcedar	9.0	10.0	10.0	82
Bigleaf maple	8.0	8.0	8.0	132
Totals:	2,390.0	2,488.0	2,511.0	7,029

Net Volume/Acre: 45.1 MBF

Regeneration Harvest	53.0
Partial Cut	0.0
Right-of-Way	0.0
Total Acres:	53.0

Unit: ROW-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas-fir	22.0	22.0	22.0	120
Totals:	22.0	22.0	22.0	120

Net Volume/Acre: 44.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right-of-Way	0.5
Total Acres:	0.5

Unit: ROW-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas-fir	19.0	20.0	20.0	105
Totals:	19.0	20.0	20.0	105

Net Volume/Acre: 38.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right-of-Way	0.5
Total Acres:	0.5

Total Stump To Truck	Net Volume	\$/MBF
\$1,407,376.96	5,949.0	\$236.57

Stump to Truck: Falling, Bucking, Yarding, & Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Helicopter	GM MBF	1,455.0	\$452.80	\$658,824.00	Heli- Worksheet is in Net but TAS is in Gross Merch
Shovel	GM MBF	9.5	\$169.45	\$1,609.78	Private \$3/gal, 5lds/day, 5000/ld
Cable: Medium Yarder	GM MBF	4,365.0	\$158.51	\$691,896.15	Cable \$3/gal, 7lds/day, 5000/ld
Wheel Skidder	GM MBF	328.0	\$133.12	\$43,663.36	Ground Base \$3/gal, 7lds/day, 5000/ld
Shovel	GM MBF	42.0	\$121.04	\$5,083.68	ROW \$3/gal, 7ds/day, 5000/ld
Subtotal				\$1,401,076.97	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Deadman Anchor	Each	9.0	\$400.00	\$3,600.00	\$400/ Deadman Anchor flat fee
Subtotal				\$3,600.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	Each	1.0	\$1,500.00	\$1,500.00	Additional Move In due to Sale being scattered in 2 townships & multiple sections
Loader	Each	1.0	\$1,200.00	\$1,200.00	Additional Move In due to Sale being scattered in 2 townships & multiple sections
Subtotal				\$2,700.00	

Comments:

Logging systems breakdown see logging costs appraisal sheet

Deadman Anchor see appraisal sheet

Additional Move In due to Sale being scattered in multiple sections

Total	Net Volume	\$/MBF
\$276,535.50	5,949.0	\$46.48

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Eugene/Springfield	55.0	Haul Route	GM MBF	2,508.0	\$47.50	\$119,130.00	41 %
Eugene/Springfield	50.0	Haul Route	GM MBF	3,682.0	\$42.75	\$157,405.50	59 %

Comments:

Unit 2 \$95 per hour * 2.5 hours= \$237.50 per trip/5 per load = \$47.50 Unit 1 \$95 per hour * 2.25 hours = \$213.75 per trip/5 per load = \$42.75

Engineering Allowances

Total	Net Volume	\$/MBF
\$292,311.83	5,949.0	\$49.14

Cost Item	Total Cost
Road Construction:	\$214,780.51
Road Maintenance/Rockwear:	\$73,138.32
Road Use Fees:	\$4,393.00

Comments:

Road Construction see Ex C
 Road Maintenance/Rockwear see ExD
 Road Use Fees see Ex D

Total	Net Volume	\$/MBF
\$42,079.37	5,949.0	\$7.07

Environmental Protection

Cost item	Total Cost
Equipment Washing	\$1,200.00
Seed & Mulch	\$840.00
Snag Creation	\$6,483.40
Subtotal	\$8,523.40

Logging

Cost item	Total Cost
Flaggers	\$18,000.00
Subtotal	\$18,000.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Skid Decomm	\$1,080.00
Road Decomm	\$2,405.97
Subtotal	\$3,485.97

Slash Disposal & Site Prep

Cost item	Total Cost
Fuels	\$12,070.00
Subtotal	\$12,070.00

Comments:

Fuels see Ex F Appraisal sheet
 Snag Creation see Appraisal sheet
 Equipment Washing \$400 flat rate 3x additional move ins
 Skid Decomm see appraisal sheet
 Flaggers see appraisal sheet
 Seed & Mulch see appraisal sheet