

This advertisement includes:

Tract 1 - Cedar Shingle Comm. Thinn & Density Mgmt	7,471 MBF
Tract 2 - Pass the Buck Comm. Thinn & Density Mgmt	1,997 MBF
Tract 3 - Minnesota Flats Commercial Thinning	2,128 MBF

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
777 NW Garden Valley Blvd.  
Roseburg, Oregon 97471

Date: August 19, 2008

### 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 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97471. The timber sale will commence at 10:00 a.m., on Tuesday, September 16, 2008.

AN ENVIRONMENTAL ASSESSMENT was prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Roseburg District Office.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation, shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days after the first publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in *The News Review* newspaper on or about August 19, 2008. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no 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. Since bidding on minor species usually has little effect on the final outcome of a sale and can be disruptive to the bidding process, BLM will accept bids over appraised price for Douglas-fir only.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

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

1. Form No. 1140-6, Independent Price Determination Certificate, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.
2. Form No. 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.

3. Form No. 1140-8, Equal Opportunity Compliance Report Certification.
4. Form No. 5430-1 Self Certification Clause
5. Form No. 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, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than twenty (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.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

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.

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 ten (10) percent of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

**Sale Date:** September 16, 2008

(1) Roseburg Sale No. 08-11

**Sale Name:** Cedar Shingle Comm. Thinning & Density Mgmt

Douglas County, Oregon: O&C: Oral Auction

**Bid Deposit Required:** \$49,100.00

All timber designated for cutting on:

Lots 2, 3, 4, 5, 6, 7, 8 & 9, SE¼ NE¼, S½NW¼ & NE¼SE¼  
 Lots 1, 2, 3 & 4, S½NE¼, S½NW¼, SW¼ & SE¼

Section 35, T. 23 S., R. 4 W., Willamette Meridian  
 Section 3, T. 24 S., R. 4 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
47,211	5,748	13,276	Douglas-fir	6,928	\$ 63.50	\$439,928.00
760	156	339	Grand Fir	193	\$ 32.80	\$ 6,330.40
1,255	123	293	Western Hemlock	154	\$ 31.40	\$ 4,835.60
1,438	81	217	Ponderosa Pine	108	\$ 23.80	\$ 2,570.40
402	35	88	Incense-cedar	44	\$425.10	\$ 18,704.40
520	34	94	Western Redcedar	44	\$404.60	\$ 17,802.40
<b>51,586</b>	<b>6,177</b>	<b>14,307</b>		<b>7,471</b>		<b>\$490,171.20</b>

**CRUISE INFORMATION**

**3P (Volume Table Cruise)**

The Douglas-fir and Ponderosa Pine have been cruised using the 3P system to select sample trees. Some of the Douglas-fir sample trees have been felled, bucked and scaled and the remainders have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

A total of approximately 17 trees, which are considered unmerchantable, are designated for cutting. With respect to merchantable trees of all species: the average tree to be harvested is 13" D.B.H.O.B., the average log contains 41 bd. ft., the total gross volume is approximately 7,840 M bd. ft. (MBF) and 95 percent recovery is expected.

**CUTTING AREA:** An area of approximately 468 acres in 7 units is to be partially cut and 6 acres of right-of-way must be clearcut.

**TIMBER ACREAGE:**

Area 1: 23 acres	Area 6: 30 acres
Area 2: 199 acres	Area 7: 16 acres
Area 3: 99 acres	R/W 1: 2 acres
Area 4: 16 acres	R/W 2: 4 acres
Area 5: 85 acres	

**ACCESS:** Access to the sale area is provided by Government and privately controlled roads.

DIRECTIONS TO SALE AREA: To reach the sale areas in Section 35 of T. 23 S., R. 4 W., W.M., and Section 3 of T. 24 S., R. 4 W., go north from Roseburg on Interstate-5 to Exit 154. Exit Interstate-5 and proceed southeast on County Road 7 approximately 5½ (5.5) miles and turn left on County Road 8. Proceed northeast approximately 2/10 (0.2) mile and turn right on County Road 69. Proceed south approximately 1.25 miles to the end of County Road 69 and follow the Exhibit "D" map to the sale areas.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$28,714.11 will be required to be paid to the BLM. Maintenance and rockwear fees of \$4,639.58 and a road use fee of \$1,404.76 will be paid to Juniper Properties Limited Partnership. Maintenance and rockwear fees of \$426.03 will be required to be paid to Rocking C Ranch, LLC.

ROAD CONSTRUCTION: Estimates include the following: construction of 84+47 stations of 14-foot subgrade and renovation of 75+18 stations of 14-foot subgrade. One (1) culvert will be installed during new road construction and two culverts (2) will be installed on an existing road and removed upon completion of logging operations.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, maintenance and use; fire prevention and control; slash disposal and site preparation; log exports; and on-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act; (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, 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. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

2. Seasonal restrictions on operations apply (see attached Seasonal Restriction Matrix).
4. This four hundred and seventy-four (474) acre commercial thinning and density management sale contains the following areas: approximately four hundred and four (404) acres of cable yarding and seventy (70) acres of ground-based yarding of which six (6) acres are right-of-way cutting. Yarding areas are shown on Exhibit "A". Timber haul routes are shown on Exhibit "D".
5. Yarding of log lengths greater than forty-two (42) feet will not be permitted.

6. The Authorized Officer will need to be advised when any retention trees are damaged during falling or yarding operations, or when retention trees need to be cut for yarding corridors or safety purposes.
7. Directional falling away from or parallel to property lines, unit boundaries, roads, retention trees and snags will be required. Directional falling away from or parallel to reserve areas and riparian buffers will be required for all trees cut within 100 feet of these areas.
8. In the cable yarding areas, a skyline logging system with lateral yarding and multi-span capability will be required. One-end suspension or full suspension of logs will be required. Cable yarding will not be permitted in or through reserve areas or riparian buffers, except in the areas designated for full suspension in harvest areas 2, 3 and 7 as shown on Exhibit "A". Full suspension will be required when yarding across the streams in these areas. The logging plan as designed requires a skyline logging system with a 3,000 foot reach in order to yard portions of harvest area 2.
9. On the very steep slopes (75 percent and greater) which are west of road numbers 23-4-35.1 and 23-4-28.0 in harvest unit 2, no cable yarding shall be permitted when soil moisture levels are high enough to squeeze water from soil samples (greater than 30 percent moisture).
10. A harvester/forwarder system, tractor, rubber-tired skidder, or track-mounted log loader may be used in the areas designated for ground-based yarding. Ground-based yarding is generally permitted between May 15 and October 15, both days inclusive. Minor and incidental ground-based yarding may be permitted in limited portions of the cable yarding areas; ground-based yarding seasonal restrictions apply, and the locations involved and equipment used must be approved by the Authorized Officer.
11. Approximately 84+47 stations of 14-foot subgrade road will be constructed. Approximately 75+18 stations of existing road will be renovated. Unsurfaced roads used for more than a single season or which must over-winter prior to decommissioning will be winterized in accordance with Exhibit "C".
12. All equipment used in road construction and/or yarding operations will be cleaned and inspected for noxious weed seed prior to move-in on BLM lands.
13. License agreements with Rocking C Ranch, LLC and Juniper Properties, Limited Partnership are required for log haul upon their roads.
14. Slash disposal and site preparation requirements consist of the following: piling and covering slash and debris within a fifty (50) foot radius of landings and other locations designated by the Authorized Officer.
15. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. This authority extends to the timber necessary to clear cable yarding roads and/or skid roads; providing tailhold, tieback, and guyline trees; and removing danger trees. The timber may be immediately cut and removed when the trees have been marked in a manner determined by the Authorized Officer. Payment for such additional timber shall be executed through a unilateral modification of the timber sale contract. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. It is estimated that approximately 374 MBF of such

additional timber would be removed under the contract, but is not included in the advertised sale volume.

Additional timber shall be sold at the unit prices shown in Exhibit "B" of this contract unless: timber value must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or the Authorized Officer determines that the timber should be appraised and sold at fair market value in accordance with Section 8 of the contract because the species, size, grade and/or value of the additional timber is not representative of the character of the timber in the forest stand(s) otherwise designated for thinning.

16. This contract contains provisions for sub-soiling of spurs and ground based skid trails.

**Sale Date:** September 16, 2008

(2) Roseburg Sale No. 08-12

**Sale Name:** Pass the Buck Comm. Thinning & Density Mgmt

Douglas County, Oregon: O&C: Oral Auction

**Bid Deposit Required:** \$8,100.00

All timber designated for cutting on:

E½SE¼	Sec. 31, T. 29 S., R. 8 W., Will. Mer.
W½SW¼	Sec. 32, T. 29 S., R. 8 W., Will. Mer.
Lot 4, S½NE¼, S½NW¼, N½SW¼, SE¼SW¼, N½SE¼, SW¼SE¼	Sec. 5, T. 30 S., R. 8 W., Will. Mer.
W½NE¼, E½NW¼, SE¼SW¼, S½SE¼	Sec. 9, T. 30 S., R. 8 W., Will. Mer.
N½SW¼, SW¼SW¼	Sec. 15, T. 30 S., R. 8 W., Will. Mer.
NW¼NE¼, NW¼	Sec. 27, T. 30 S., R. 8 W., Will. Mer.
NE¼NE¼	Sec. 33, T. 30 S., R. 8 W., Will. Mer.

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
19,097	1,395	3,213	Douglas-fir	1,672	\$ 38.90	\$65,040.80
1,920	236	523	Grand Fir	289	\$ 32.80	\$ 9,479.20
351	16	39	Western Hemlock	20	\$ 30.90	\$ 618.00
149	5	13	Western Redcedar	6	\$423.20	\$ 2,539.20
93	4	11	Ponderosa Pine	5	\$ 23.80	\$ 119.00
171	5	11	Incense-cedar	5	\$573.20	\$ 2,866.00
<b>21,781</b>	<b>1,661</b>	<b>3,810</b>		<b>1,997</b>		<b>\$80,662.20</b>

**CRUISE INFORMATION**

**3P (Volume Table Cruise)**

The Douglas-fir and Grand Fir have been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. This volume is then expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree to be harvested is 11.4" D.B.H.O.B., the average log contains 36 bd. ft., the total gross volume is approximately 2,077 M bd. ft. (MBF) and 96 percent recovery is expected.

**CUTTING AREA:** An area of approximately 205 acres in 9 units is to be partially cut. A right-of-way of 2 acres must be cut.

**TIMBER ACREAGE:**

Area 1: 15 acres	Area 6: 11 acres
Area 2: 26 acres	Area 7: 19 acres
Area 3: 64 acres	Area 8: 17 acres
Area 4: 12 acres	Area 9: 23 acres
Area 5: 18 acres	R/W: 2 acres

ACCESS: Access to the sale area is provided by Government and privately controlled roads.

DIRECTIONS TO SALE AREA: From Winston take State Highway 42 west approximately 16.1 miles and turn left onto Burma Road (DC 131S). Proceed approximately 0.7 miles on Burma Road and turn right onto the Buck Springs Road (BLM Road No. 29-8-29.2). Follow Road No. 29-8-29.2 approximately 1.2 miles to enter the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$5,687.83 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Approximately 18+20 stations of road construction and 71+79 stations of road renovation as shown on the Exhibit C.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, renovation, maintenance and use; fire protection; slash disposal; log exports; and Non-segregated Facilities. Log scaling may be required under the terms of this contract.

NOTES:

- (1) A Special Provision is included in the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
- (2) This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1.) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2.) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3.) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4.) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5.) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6.) It is estimated that approximately 100 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
- (3) The following seasonal operating restrictions apply to this sale.
  - a) No road construction or renovation shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.



- b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip.
  - (c) No timber yarding shall be conducted on those Harvest Areas accessed by unsurfaced roads from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.
  - (d) For **Harvest Areas No. 4 (portion), No. 5 (portion), No. 6, No. 7**, as well as **Spur No. 1, and the extension of Spur No. 1**, as shown on the Exhibit A, no operations may be conducted from April 1 to August 5, both days inclusive, of each calendar year due to the potential disruption of nesting marbled murrelets. In addition, daily operating restrictions will be in effect from August 6 to September 15, both days inclusive, of each calendar year. For **Harvest Area No. 9 (portion)**, daily operating restrictions will be in effect from April 1 to August 5, both days inclusive, of each calendar year. During this period, all operations shall be scheduled from two hours after sunrise to two hours before sunset. Refer to Exhibit "E" and the seasonal restriction matrix for details.
  - (e) In regards to the potential to disturb nesting spotted owls, no operations may be conducted in portions of Harvest Areas No. 2, No. 3, No. 5, No 6, No. 7, and No. 9 between March 1 and June 30, both dates inclusive, of each calendar year. Refer to Exhibit "E" and the seasonal restriction matrix for details
- (4) Harvest Areas No. 1, No. 3, No. 4, No. 5, and No. 7 are available as winter logging opportunities and may proceed after October 15<sup>th</sup> and continue until either, March 1<sup>st</sup>, April 1<sup>st</sup>, or April 15<sup>th</sup>. Refer to Exhibit "E" and the seasonal restriction matrix for details.
  - (5) Spur No. 1, Spur No. 1 (ext.), Spur No. 2, and Road No. 30-8-34.0 are to be decommissioned in the same operating season in which they are used for harvest activity. The Purchaser will be responsible for blocking and/or waterbarring all temporary access. BLM will perform subsoiling operations on Spurs No. 1, No. 1 (ext.), and No. 2.
  - (6) Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP.
  - (7) Cable yarding portions of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
  - (8) In all Harvest Areas all trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty (41) feet prior to being yarded.**
  - (9) In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.

Roseburg Sale No. 08-11  
Sale Date: September 16, 2008  
Pass the Buck Commercial Thinning & Density Management

- (10) Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
- (11) During logging operations, the Purchaser shall keep Road No. 29-8-29.2 where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes unless otherwise approved by the Authorized Officer.
- (12) Flaggers are required to control traffic on Road No. 29-8-29.2 whenever falling or yarding operations pose a hazard to traffic passing through the Harvest Areas.
- (13) Any damage occurring to the bituminous surfacing of Road No. 29-8-29.2 as a result of logging operations will be repaired at the Purchaser's expense.
- (14) Snow removal will be performed by the BLM upon request by the purchaser.

**Sale Date:** September 16, 2008

(3) Roseburg Sale No. 08-16  
Douglas County, Oregon: O&C: Oral Auction

**Sale Name:** Minnesota Flats Commercial Thinning  
**Bid Deposit Required:** \$27,100.00

All timber designated for cutting on:  
W½NE¼, E½NW¼, SW¼, W½SE¼  
SW¼SW¼, SE¼

Sec. 13      T. 31 S., R. 6 W., Will. Mer.  
Sec. 15      T. 31 S., R. 6 W., Will. Mer.

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
18,852	1,831	4,121	Douglas-fir	2,128	\$127.10	\$270,468.80
<b>18,852</b>	<b>1,831</b>	<b>4,121</b>		<b>2,128</b>		<b>\$270,468.80</b>

**CRUISE INFORMATION**

**3P (Fall, Buck & Scale & Volume Table Cruise Combined)**

The Douglas-fir has been cruised using the 3P system to select sample trees. Part of the sample trees have been felled, bucked and scaled and the remainder have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

With respect to merchantable trees of all species: the average tree to be harvested is 11.7" D.B.H.O.B., the average log contains 36 bd. ft., the total gross volume is approximately 2,229 M bd. ft. (MBF) and 95% recovery is expected.

**CUTTING AREA:** An area of approximately 161 acres in 5 units is to be partially cut. A right-of-way of 1 acre must be cut.

**TIMBER ACREAGE:**

Area 1: 36 acres	Area 4: 6 acres
Area 2: 90 acres	Area 5: 9 acres
Area 3: 20 acres	R/W: 1 acre

**ACCESS:** Access to the sale area is provided by Government and privately controlled roads. A road use fee of \$2,641.90 will be required.

**DIRECTIONS TO SALE AREA:** To access the Harvest Areas from Roseburg, Oregon, proceed south on Interstate 5 for approximately twenty-one (21.0) miles to the Tri-City Riddle Exit 103. Travel west on the Riddle By-Pass Road (County Road No. 20 and No. 263) approximately 2 miles. Turn left on County Road No. 264 (through Riddle), cross the Cow Creek bridge and continue 1.1 miles to Shoestring Road No. 44.

**Harvest Areas 1 and 2:** Turn right on Shoestring Road No. 44 and travel approximately 2.1 miles to BLM Road No. 30-6-35.0. Turn left and travel 3.8 miles to the Contract Area.

**Harvest Areas 3, 4, and 5:** Turn right on Shoestring Road No. 44 and travel 2.8 miles to BLM Road No. 30-6-35.1. Turn left and travel approximately 4.0 miles to the Contract Area. Refer to timber sale Exhibits A and D for further details.

**ROAD MAINTENANCE:** Maintenance and rockwear fees of \$5,909.81 will be required to be paid to the BLM. Maintenance and rockwear fees required to be paid to Silver Butte Timber Co. and Roseburg Resources Co. will be at the same rate per mile per MBF as the BLM charges at time of haul. \$7,209.34 was used in the appraisal.

**ROAD CONSTRUCTION:** Estimates include approximately 9+30 stations of road construction and 114+18 stations of road renovation as shown on the Exhibit C.

**DURATION OF CONTRACT** will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, renovation, maintenance and use; fire protection; slash disposal; log exports; and Non-segregated Facilities. Log scaling may be required under the terms of this contract.

**NOTES:**

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1) The designation and sale of additional timber, such as corridor and guylines trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6) It is estimated that approximately **106** MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
3. The following seasonal operating restrictions apply to this sale.
  - (a) No road construction or renovation shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
  - (b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip.

- (c) No timber yarding shall be conducted on those Harvest Areas accessed by unsurfaced roads from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.

**Note: Beginning March 1, 2011, Northern Spotted Owl surveys will be required for all Harvest Areas (if not yet harvested), due to the expiration of the two-year survey protocol.**

4. **All Harvest Areas or portions thereof accessed by rock roads are available as winter logging opportunities and may proceed after October 15<sup>th</sup> and continue until April 15<sup>th</sup> (onset of barkslip).** Refer to attached seasonal restriction matrix for unit specifics.
5. Construction or renovation and decommissioning of Spur No. 1 and Roads No. 31-6-22.2, No. 31-6-22.3, No. 31-6-22.4 and No. 31-6-24.1 will be accomplished in the same operating season in which they are used for harvest activity. The Purchaser will be responsible for blocking and/or waterbarring all temporary access.
6. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP.
7. Cable yarding of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
8. In all Harvest Areas, trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty-one (41) feet prior to being yarded.**
9. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, **except log trucks**, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
10. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
11. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
12. License agreements with Silver Butte Timber Co. and Roseburg Resources Co. are required for log haul upon their roads (see Exhibit D).
13. Upon request by the Purchaser, snow removal will be performed.