



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Natural Resources

DIVISION OF FORESTRY AND FIRE PROTECTION

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**Prospectus
For
Edna Bay Parlay Three Timber Sale**

SSE-1342-3

February 2025

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TIMBER SALE PROSPECTUS

Timber Sale: Edna Bay Parlay Three
SSE 1342-3

INTRODUCTION:

This Prospectus is intended to furnish sufficient information to enable prospective bidders to decide whether further investigation of the timber sale is warranted. The descriptions, estimates and other information within this Prospectus are not a part of the contract unless otherwise stated. Should the Prospectus be in error or contradict the sample contract, the sample contract governs. Prospective bidders are urged to examine the timber sale and to make their own estimates and conclusions. Quantities and quality of timber in the contract are not guaranteed. The timber sale area and sample contract should be reviewed prior to submission of a bid.

The timber being offered for sale is on State Forest land managed by the Alaska Department of Natural Resources, Division of Forestry and Fire Protection (DOF).

LOCATION AND AREA:

The project area is on the southwest end of Kosciusko Island (See Attachment A). This timber sale is located on Kosciusko Island, centered approximately two miles west of the City of Edna Bay. The legal description of the sale area is within Sections 31 and 32 of Township 68 South, Range 76 East, and Sections 1 and 2 of Township 69 South, Range 76 East, all in Copper River Meridian. Access to the sale area is by a log transfer facility in Section 34 and from existing road systems.

In this timber sale area, the Division of Forestry is offering two clear-cut timber harvest units totaling approximately 166 acres. The units are shown on the attached Sale Area Map and the unit boundaries are designated on the ground by the State with pink “timber harvest boundary” flagging. The units are not marked on the sides that abut previous clear-cuts created within the past 10 years. Where units abut established roads, they are not marked along the road feature. Unit line that intersects a road or existing clearcut terminate on that feature.

The proposed sale is located on forested uplands situated approximately 100 to 400 feet above sea level. The terrain is varied, with ground slopes generally less than 35%, but steeper short pitches occur throughout the sale area, particularly in the vicinity of rock bluffs. Limestone “karst” features occur within the sale area, including several identified sink holes. Similar terrain has recently been harvested in the area using ground-based (shovels) logging systems. Timber retention and yarding constraints are described in the Edna Bay Parlay Three Forest Land Use Plan (FLUP).

The draft FLUP can be accessed at:

<http://notice.alaska.gov/218367>

VOLUME AND DESCRIPTION OF TIMBER:

The harvest units being offered are mainly comprised of young growth timber. The timber sale was cruised in February of 2025 by the DOF using the Atterbury Cruise System. The sale information and timber volumes represented in this document are estimates only.

Note:

For purposes of the timber cruise, the minimum log grade was a No. 4 or better sawlog – saw logs not meeting the minimum specifications of a No. 4 sawlog were not tallied, cruised or recorded.

Species/ Type	Volume (MBF) Net +Net Utility
Young Growth Sitka Spruce	1,763
Young Growth Western Hemlock	1,392
Old Growth Sitka Spruce	0
Old Growth western hemlock	1,588
All western red cedar	14
Small saw log (#4) and all utility	356
Total all types	5,113

*MBF= one thousand board feet Scribner log scale.

The timber sale cruise report (Attachment B) contains the State's estimate of timber type, quantity, and quality for this sale, along with descriptions of the sort and grade specifications which were applied during the cruise. Logs cruised not meeting the sort specifications for a merchantable saw log sort have been represented in the pulp sort (4 saw logs and utility). Obvious standing culls were not cruised.

The timber sale contract defines "Merchantable Sawlog," is a No. 3 or better sawlog according to the Official Rules of the Log Scaling & Grading Bureaus developed and authored by The Northwest Log Rules Advisory Group with minimum merchantable sawlog length for the purpose of this contract is 19 feet long plus trim for logs less than 9" top end diameter. Old growth in the contract is defined as being any log or tree that is 100 years old or older by ring count. Young growth is defined as being any log or tree that is 99 years old or younger by ring count.

Total acreage for the harvest units included in the timber sale is based on GPS field traverses using a GIS grade Juniper Systems Inc. (Geode) receiver, orthophoto imagery and the ESRI Field Maps application.

The purchaser is required to cut and yard all merchantable timber. Only merchantable saw logs of Sitka spruce, western hemlock, and western red cedar are required to be removed from the sale area. Merchantable timber not meeting the merchantable saw log requirements that is hauled off the sale area shall be accounted for in scale and paid for at the utility rate.

ACCESS:

The sale area may be accessed either by saltwater or by overland road. Saltwater access is via the State LTF Access Road (1520354) on Kosciusko Island and the sale area begins approximately three miles inland from the LTF located on the south side of Edna Bay. Alternate road access to the sale area is via the public float plane dock located on the north side of the Bay and the connecting road system approximately five miles by road. The existing road system accesses a portion of the sale area. Approximately 1.16 miles of new spur road is required to be constructed on State Forest land to DOF Road Standards and is marked with orange "Truck Road" flagging. Closure of the same State spur road is required at the conclusion of the sale. Maintenance to the standards contained in the Alaska Forest Resources Practices Act (FRPA) and Regulations is required on all the roads used, constructed, closed or associated with the commercial forest operations of this timber sale. Construction materials such as rock and timber on State land shall only be used on State land. The development or expansion of rock sources associated with the timber sale is allowed with site specific preapproval of the DOF.

The State and the University of Alaska have a Mutual Use Agreement for reciprocal road and facility use at no charge associated with forest management activity on Kosciusko Island. Under this agreement the timber purchaser is responsible for obtaining a separate use agreement from the UA that outlines maintenance expectations and risk management for the purchaser's State timber sale activity associated with this sale on University managed lands.

All permits required to maintain, modify and use the timber sale area are the operator's responsibility to procure and maintain for the duration of this contract. The DOF is the designated land manager for forest resource use associated with the log transfer facility (AKG701066) on the south side of Edna Bay authorized in the general permit AKG701000 of the Alaska Pollutant Discharge Elimination System (APDES). Use of the facility for any other use not covered by the timber sale contract requires a separate written authorization from the Alaska Department of Natural Resources.

The use of facilities on Kosciusko Island associated with the timber sale other than in the sale area requires written authorization by the managing authority prior to the DOF approval of the operating plan and subsequent start of operations. Purchaser shall adhere to all stipulations contained within the authorizations for the facility(s) and roads, provide the DOF with copies of all pertinent information necessary for required reporting, and cover the cost of all related fees and expenses.

BIDDING:

This is a SEALED BID SALE. To qualify for bidding, all bidders must submit a copy of their current Alaska Business License with their sealed bid. Sealed Bids must be submitted on forms provided by the Division of Forestry, marked on the outside of the envelope with the timber sale name and number, and addressed to the Southern Southeast Area Office, Alaska Division of Forestry and Fire Protection, 2417 Tongass Avenue, Suite 213, Ketchikan, AK 99901. Sealed Bids will be accepted until the bid opening, at 2:00 P.M. prevailing time, March 27, 2025.

Sealed bids may also be presented in person to the Southeast Area Forester before the bid opening. All bids must be in the physical possession of the Southeast Area Forester before the bid opening. Bidders are responsible for assuring that their complete bid package is delivered on time.

The State reserves the right to reject any or all bids. Unless all bids are rejected, the State will award the sale to the responsible qualified bidder offering the highest total bid for the timber as determined by the State using the State's bid sheet. The bidder will submit prices per MBF by species. The bidder's submitted price per MBF times the DOF's estimate of timber volume for each species will be the basis of the bid evaluation. The basis of the bid is on the merchantable saw log volume of Sitka spruce, western hemlock and western red cedar. In the final accounting of the contract, the successful bidder will be responsible for payment of the actual timber harvested as it is scaled.

The minimum acceptable total bid price for the saw timber is \$ **\$52,327.00**.

BIDS MUST BE SUBMITTED ON FORMS PROVIDED BY THE STATE AND CAN BE OBTAINED AT THE SOUTHEAST AREA OFFICE IN KETCHIKAN. Forms are also included in this prospectus packet and online.

If a tie in the high bid occurs, the successful bidder will be determined by lot at the time of bid opening.

If bidding as an agent for an individual, partnership, or corporation, the agent must submit with the bid a notarized power-of-attorney authorizing such agency. No agent may represent more than one principal, or bid in competition with the agent's principal.

BID GUARANTEE:

A deposit in the amount of 5% of the total bid will be required at the time bids are submitted. The successful bidder's Initial Bid Deposit will be credited towards the Advanced Stumpage Deposit due to the State. Deposits from unsuccessful bidders will be returned at the time the sale is awarded. The deposit furnished by the high bidder whose bid was declared acceptable will be retained as liquidated damages per AS 38.05.860 if the bidder does not sign the contract, and furnish a satisfactory performance bond within 30 days of receipt of the contract. The Initial Bid Deposit shall be in the form of certified check, cashier's check, money order, or any combination of these.

PERIOD OF CONTRACT:

All contract obligations shall be completed within three years from execution of the contract. In order to protect water, soil, or environmental quality, the State reserves the right to temporarily suspend operations.

BONDS:

A Performance Bond will be deposited with the State upon execution of this contract. The amount of the Performance Bond will be \$100,000.00.

The PURCHASER shall deposit the bond with the State either in the form of a cashier's check or money order made payable to the STATE or as a certificate of deposit with all rights except the interest assigned to the State. If the bond is in the form of cash or check the STATE shall place the Performance Bond in a separate State account and all interest on the Performance Deposit shall accrue to the benefit of STATE.

PAYMENT:

Payments will be based on a total monthly scale with stumpage payment due to the State prior to end of each month for the previous month's scale. The Advance Stumpage Payment will be applied to the last stumpage payment or combination of payments depending upon the Purchaser's current operation plan. The Advanced Stumpage Payment is due prior to the start of operations.

OTHER CONTRACT REQUIREMENTS AND STIPULATIONS:

The Purchaser will have 30 days from the receipt of the contract to sign, notarize, and return it to the Southeast Area Forester.

Volume harvested from the sale shall be reported per the contract to meet State requirements as outlined in the sample contract.

The volumes harvested within this sale shall be 100% scaled unless otherwise agreed to in writing by the State. Sample scale of the utility wood using a method mutually acceptable to the DOF and the purchaser may be considered by the State.

Wood waste from log processing associated with State wood from Kosciusko Island at the LTF is authorized for disposal (subsequent to the approval of a site plan) on the downhill side of the overburden waste area adjacent to and identified in the development plan for the permitted LTF. Other methods or locations of disposal of wood waste require preapproval of the DOF.

The LTF is adjacent to a documented public moorage area and the community of Edna Bay. All operations associated with the timber sale shall respect the existing uses in the area and accommodate incidental traffic when life and safety are not at risk by the direct actions associated with the timber harvest. Public traffic may be discouraged by the PURCHASER from using the area during active hauling of equipment, rock, and logs. Traffic may only be restricted on portions of the road and raft storage grounds directly affected by active operations. Closure of the road shall only be done with the authorization of the DOF.

The sale will require the construction, maintenance and closure of roads in accordance with the contract.

The State Mainline Road (1520354) connecting the sale units to the State Log Transfer Facility shall be realigned prior to hauling on the road per the site-specific direction of the DOF. The realignment is approximately 600 feet long and is associated with mitigation of road runoff next to anadromous habitat by the bridge at approximately Mile 2.5.

The purchaser shall have the option to leave utility logs decked at the landings on this sale or remove them from the sale area at the purchaser's discretion during the time of this contract. Utility logs shall be piled/decked in an orderly and workman like manner within reach of the road surface by a logging shovel, and in a fashion which maximizes the area suitable and available for the establishment and production of commercial tree species. At no time may these utility decks obstruct the STATE's future use of the land. Under no circumstances may a log deck be located so as to obstruct or hinder water quality. Title remains with the State until logs are removed from the Sale Area.

The tops of all trees felled, and not yarded to the landing, shall be scattered in such a manner as to lay away from residual trees. Non-merchantable trees cut for skid roads, landings, etc., are to be treated as slash unless otherwise directed by the STATE. Slash throughout the unit, at the landing, and along the edges of roads shall be managed by the purchaser so that slash height does not exceed two feet above the ground.

OPERATING PLAN:

An Operating Plan is required to be submitted two weeks in advanced of the start of operations; the plan will be reviewed as soon as feasible by the State for compliance with Law, appropriate management plans, the sale contract, and the State's best interest. The requirements of the Operating Plan are set out in the contract. The operating plan shall be updated as conditions change and will always reflect the Purchaser's plans and actual operations. The Purchaser will be allowed to commence timber harvest and related operations only after its Operating Plan has been reviewed and approved in writing by the State.

The Operating Plan must comply with the requirements of the Alaska Forest Resources and Practices Act (FRPA) under AS 41.17, the Alaska Land Act under AS 38.05, and 11 AAC 71.300. The Operating Plan must provide the STATE with sufficient information to allow the STATE to understand the timber operations, as they will occur in the field. The Operating Plan shall include areas of concern identified by the PURCHASER, including any potential conflicts with FRPA and the FLUP.

PRIMARY MANUFACTURE:

Primary manufacture of logs from this sale is not required.

RESERVATIONS:

The State reserves the right to waive technical defects in this Prospectus and reject any and all bids and, unless all bids are rejected, the sale will be awarded to the responsible qualified bidder offering the highest bid. The State reserves the right to award the timber for the amount of the next highest bidder if the Director considers the highest bidder unqualified to fulfill the requirements of the contract, or if the contract is not executed by the highest bidder. The State also reserves the right to waive any informality in the bids received whenever the waiver is in the best interests of the State. The State will reject a bid containing or submitted with a condition or qualification on or a material alteration of the terms as specified in the notice of sale, or which is not in accordance with the law.

DISCLAIMER:

This Prospectus is subject to the following disclaimers:

The information provided in the prospectus is only general background information. The bidder has full and unrestricted access to the sale area and has the full and unlimited opportunity to closely inspect the property, timber access, infrastructure, and operating conditions and has evaluated options available for transporting logs, fuel, equipment and material; and the bidder is knowledgeable of timber and is relying solely upon its own expertise or that of its consultants.

The bidder assumes each, every and all risk with regard to the sale and purchase of timber from the DOF.

The bidder accepts full responsibility for determining stand characteristics, timber volume and species composition, harvest unit terrain, harvest system requirements and operational conditions as they pertain to the bidder's markets, needs, equipment and other resources.

The bidder may not rely in any manner upon any representation by the DOF or any of its employees or representatives outside the provisions of this prospectus or the terms and conditions of the draft contract, for any purpose, including the interpretation of any provision of the prospectus or compliance with the requirements of the prospectus. No amendment of this prospectus may be made orally.

The maps provided with this prospectus are approximate and no guarantee or warranty is made as to their accuracy. It is the bidder's responsibility to examine the sale area and take such other steps as may be necessary to ascertain the exact character and location of the sale area, the general and local conditions which can affect this project, and to satisfy itself as to quantities and quality of timber present.

The DOF believes the statements in this prospectus are substantially accurate. However, the DOF cannot and does not make any warranties or representations of any kind or character, expressed or implied, as to the availability, quantity, quality, harvestability, merchantability, fitness for a particular use or purpose, matters of title, physical conditions, availability of access, operating projections, valuations, governmental regulations, or any other matter concerning the

timber offered here in for sale. The composition of the timber offered for sale is not warranted for grade, size, density defect, taper or any other stand or log component. The DOF will not be liable under any circumstances for any damages relating to the purchase or use of such timber or any infrastructure or for any special, consequential or incidental damages. The DOF will not be liable for and will not pay any costs incurred due to the rejection for any reason of any or all bids, cancelation of this bid, the successful bidder's failure to execute the Contract or any other reason, including fault of DOF or its representatives.

GENERAL:

Further information, including copies of this Prospectus, Bid Form, Timber Sale Cruise, and a sample contract may be obtained by writing to Area Forester at the Southeast Area Office, Alaska Division of Forestry and Fire Protection, 2417 Tongass Avenue, Suite 213, Ketchikan, AK 99901, or by calling (907) 225-3070. The latest information and documents may also be picked up in person by visiting the Southeast Area Office or online at:

<http://notice.alaska.gov/218534>

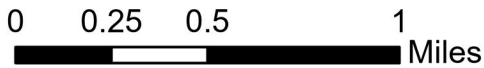
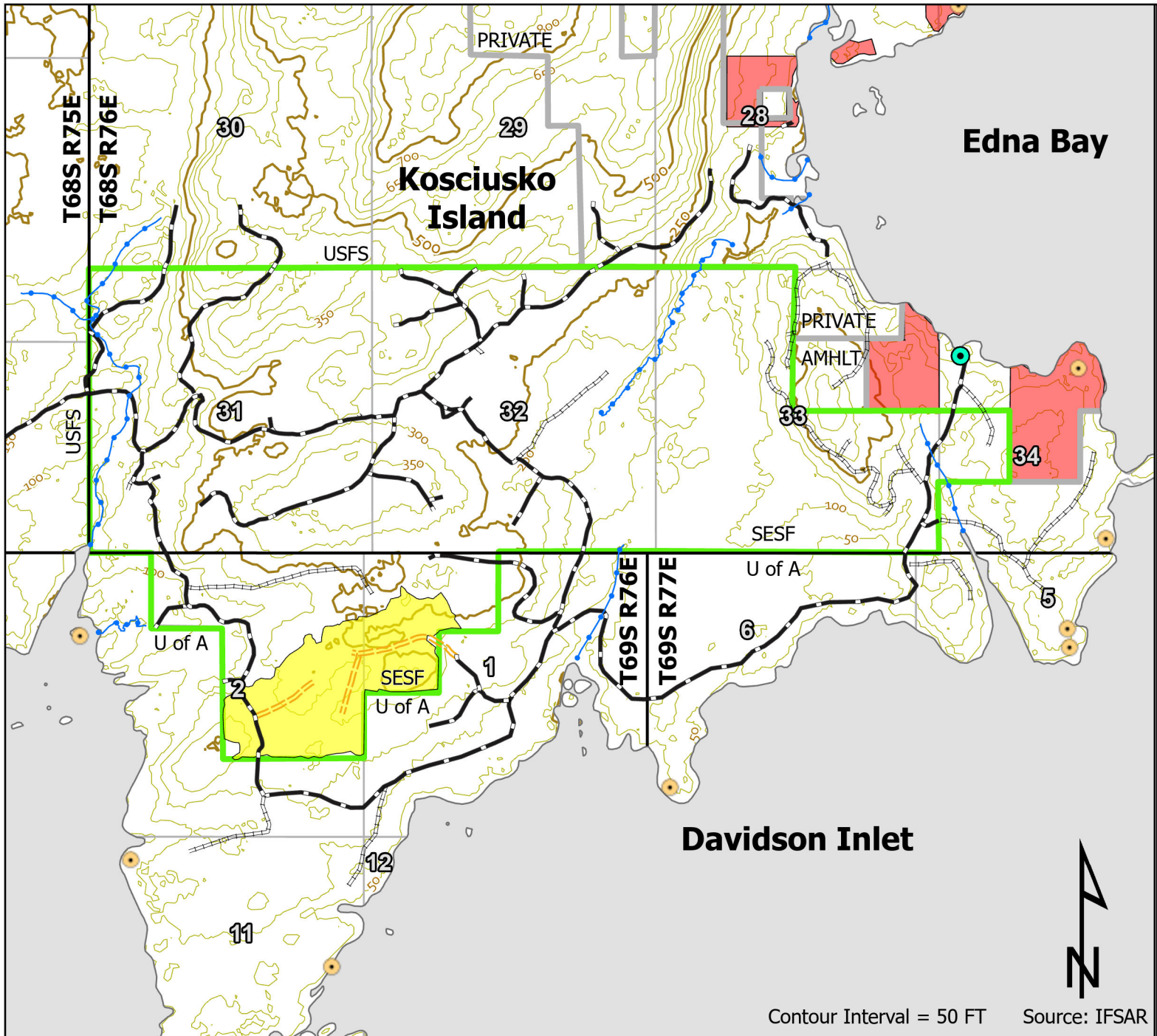
Attachment A MAPS

Vicinity Map

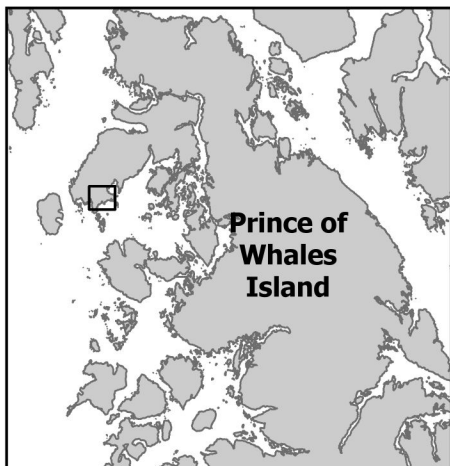
1 Page

Unit Maps

(Exhibit A of FLUP) 1 Pages



Area Map 1 in = 0.5 Miles



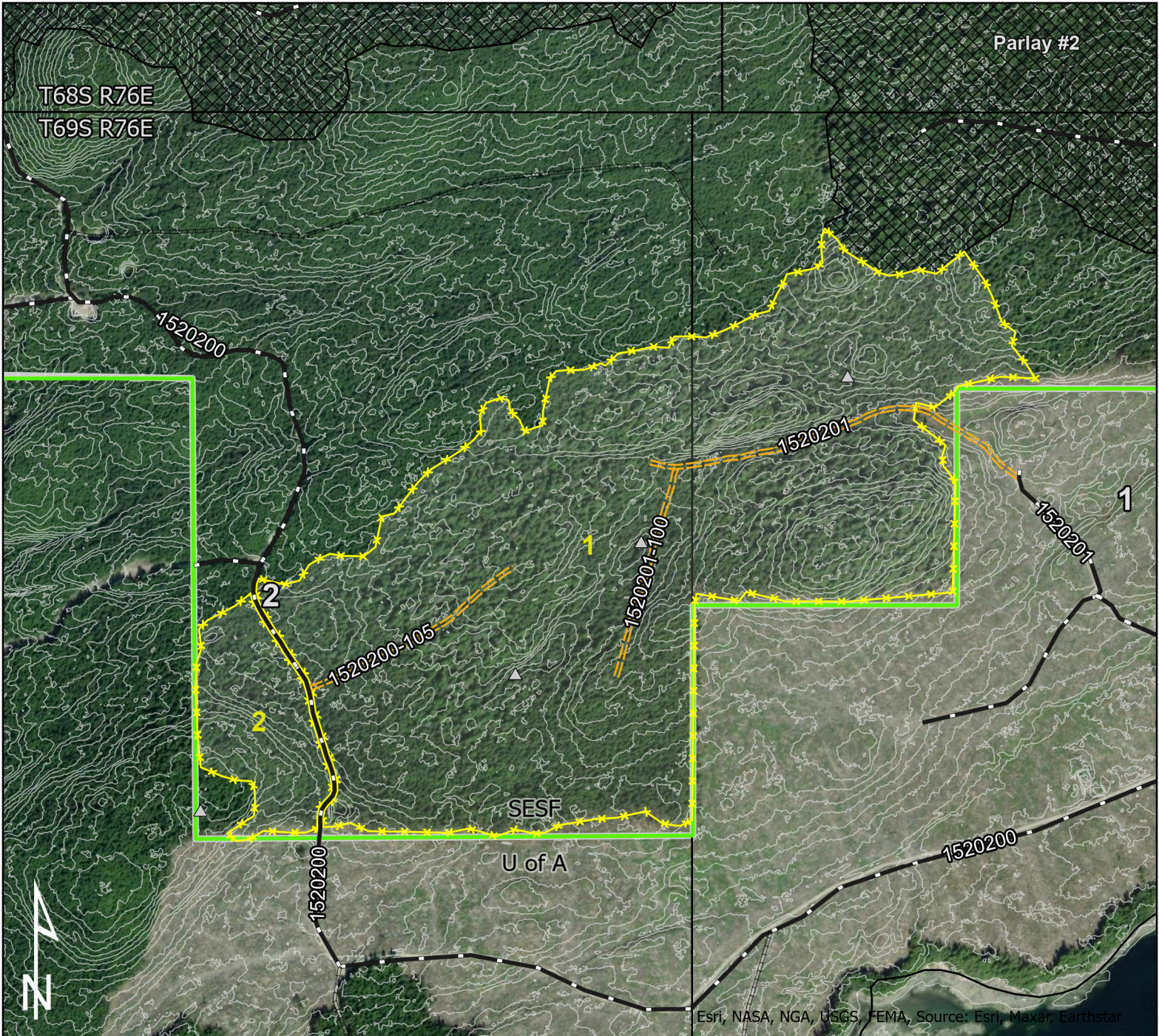
Vicinity Map 1 in = 30 miles

Legend

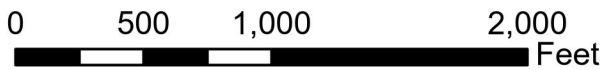
- Proposed Harvest Unit
- Municipal
- Southeast State Forest (SESF)
- Property Line
- Existing Road
- Closed Road
- Proposed Road
- Anadromous Stream
- Eagle Nest Tree
- Log Transfer Facility (LTF)

APPENDIX A1 SSE-1342-3 PARLAY 3 TIMBER SALE AREA MAP



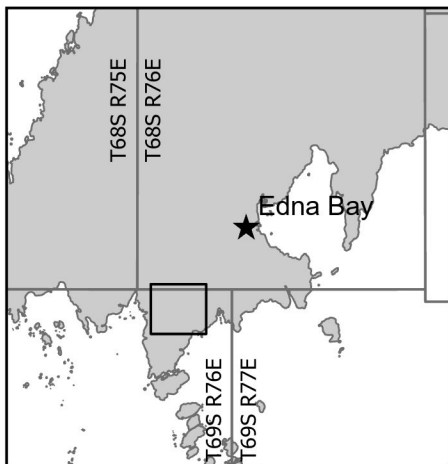


Esri, NASA, NGA, USGS, FEMA, Source: Esri, Maxar, Earthstar



Unit Map 1 in = 750 FT

Contour Interval = 10 FT
Source: USFS LiDAR 2018



Vicinity Map 1 in = 4 miles

Legend

- Proposed Harvest Unit
- Recent Timber Harvest
- Southeast State Forest (SESF)
- Existing Road
- Closed Road
- Proposed Road
- Karst Sink

**APPENDIX A2
SSE-1342-3
PARLAY 3 TIMBER SALE
UNIT MAP**

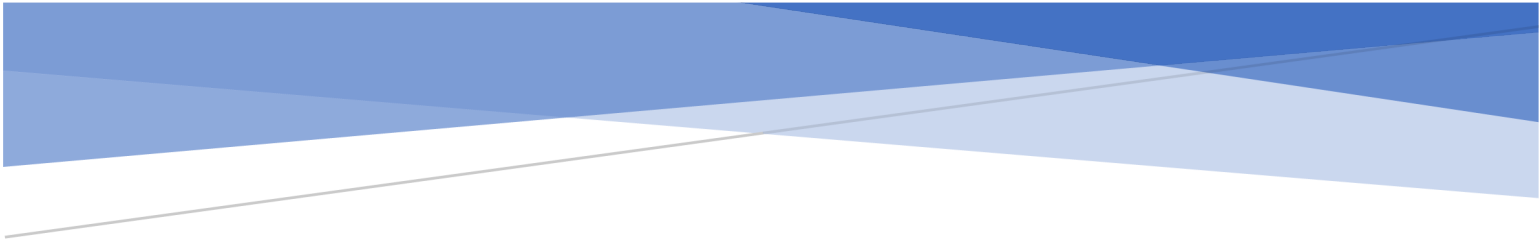


Edna Bay Parlay Three Timber Sale Prospectus

Attachment B

Timber Cruise Report

(13 pages)



EDNA BAY PARLAY THREE TIMBER SALE

Timber Cruise

Abstract

Timber Cruise for Parlay Three Timber Sale consisting primarily of young growth with residual old growth.

Publish February 21, 2025.

Southeast Office DNR-Division of Forestry and Fire Protection

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Parlay Three Timber Sale Cruise Report

February 21, 2025

This report is a compilation of information summarizing the estimation of timber volume and quality in the Parlay Three Timber Sale on State land on Kosciusko Island near the community of Edna Bay as delineated in the Forest Land Use Plan dated February 21, 2025. The stand was sampled as one type mainly consisting of young growth timber with a residual old growth component. The dominant characteristic of the stand controlled how the species is described in this report as far as age. For this report, young growth is associated with potentially merchantable timber that is generally less than 70 years old. The balance of the other timber described and cruised was considered old growth. The sale area was logged in the mid 1940's; the young growth stands are a product of that activity and residual stand disturbance related to that harvest. Residual old growth is dispersed in the stand and appears to be associated with the location of nonmerchantable timber at the time of the previous harvest. The stand was logged in the 1940's associated with high grade spruce needed for aircraft construction in World War II.

DOF Parlay Three Young Growth Timber Cruise

Sample Type/ Frequency

The units were cruised during February of 2025 by DOF using a variable plot cruise sampling method based on an unbiased grid system. The grid was spaced on 5 x 5 chains representing two- and one-half acres per cruise plot. This combined sampling produced 59 cruise plots over 166 acres. The Atterbury Cruise Program was used to manage the data. A basal area factor of 40 BAF at 16 feet above projected stump height was used to sample measured trees. Obvious cull trees were generally not recorded. This obtained an average of 3.9 trees per plot overall.

Min. Size/ Sorts/ Specifications.

Only trees containing a minimum merchantable saw log were sampled. Diameters measuring under 10 inches at four feet above stump height were categorically not recorded. Sorts applied were developed based on perceived industry markets. See attached ADNR-DOF Old Growth and Second Growth Sort Guidelines for Southeast Alaska. Log grades were determined using Official Log Scaling and Grading Rules for the Pacific Northwest as applied and accepted in the Southeast Alaska region. Logs not meeting DOF saw log sorts were recorded as pulp logs. Young growth and old growth #4 saw logs are generally segregated into the pulp sort. Utility logs (having 50% sound usable chips) are all in the utility pulp sort.

Acreage

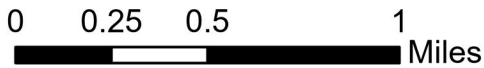
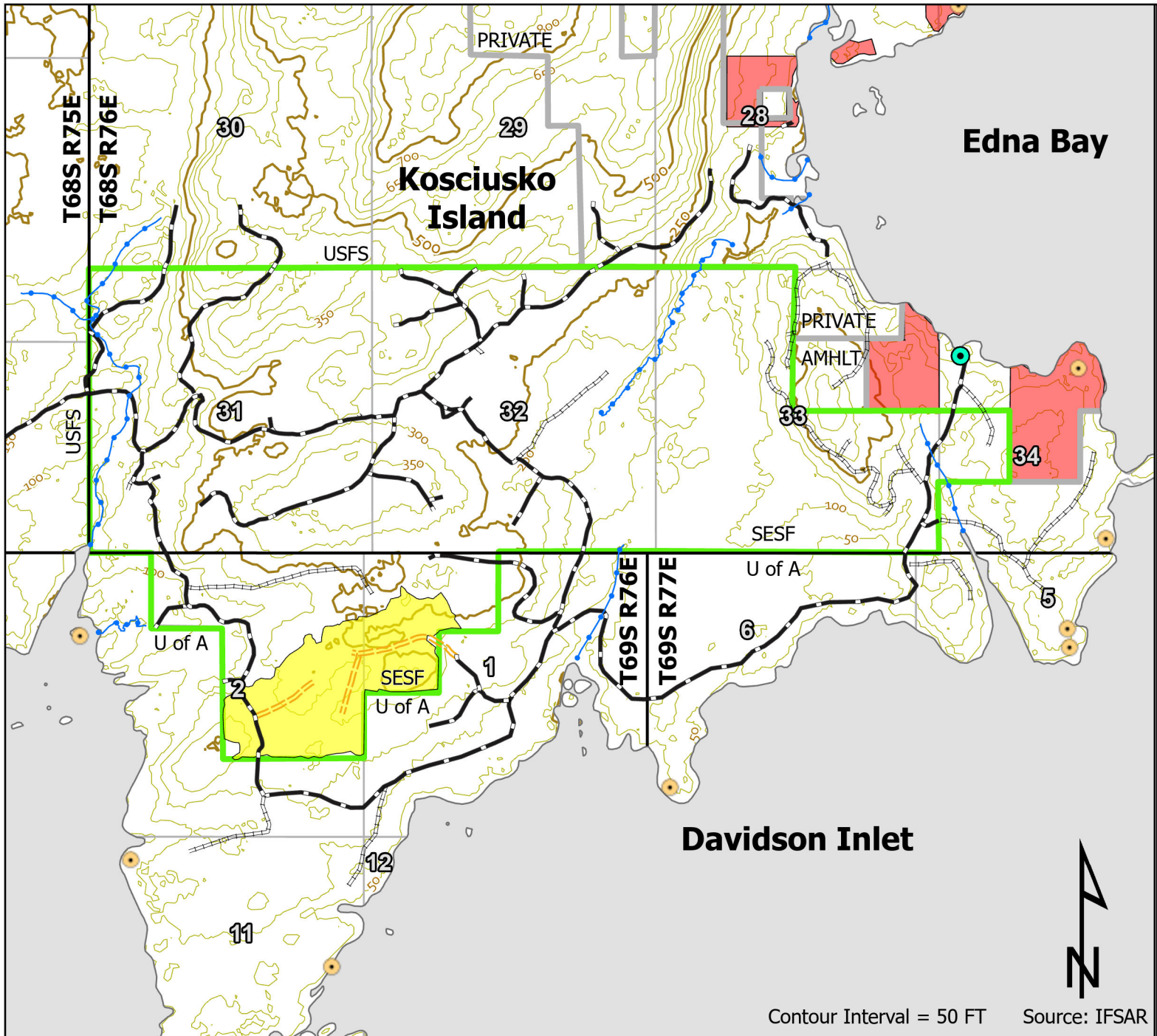
Cruised acreage was determined using ArcGIS, based off points collected along the flagged harvest unit line using a GIS grade GPS receiver (Geode) that was restricted to sampling positions when theoretical accuracy was calculated to be less than 10 feet. GPS data utilized GNSS correction applied by the proprietary algorithm of Juniper Systems, Inc. Acreage was dedusted for the 1520200-road clearing width that averaged 33 FT in width. The latest imagery that fit the observed conditions of the common cleared line with the University of Alaska was used for the southern boundary. ArcGIS calculated there to be 166 acres of timber.

Stratification

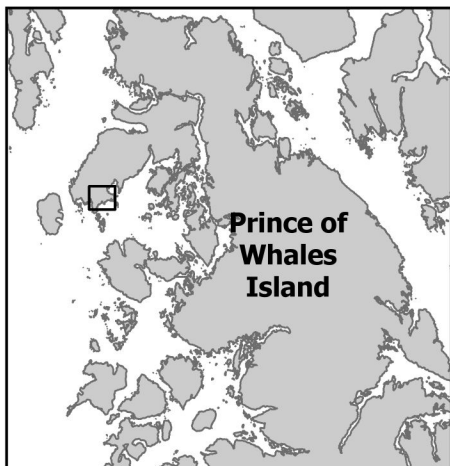
Timber was generally a mixed stand with portions exhibiting a pronounced age type but not a discrete geographically definable age class. The timber was not stratified by age. Individual trees were subjectively identified by the cruiser as having residual old growth or young growth characteristics generally associated with size, tree form and observable defect and thus age categorized. Some of the smaller hemlocks could be treated as either old growth or young growth; these trees were likely influenced by the previous harvest entry. The larger old growth hemlock has notably more defect than the young growth. While some of this is associated with age most was attributable to previous logging damage and secondary stand disturbances.

Parlay Three Timber Sale Map

Vicinity Map (1 page)



Area Map 1 in = 0.5 Miles



Prince of Whales Island

Vicinity Map 1 in = 30 miles

Legend

- Proposed Harvest Unit
- Municipal
- Southeast State Forest (SESF)
- Property Line
- Existing Road
- Closed Road
- Proposed Road
- Anadromous Stream
- Eagle Nest Tree
- Log Transfer Facility (LTF)

APPENDIX A1 SSE-1342-3 PARLAY 3 TIMBER SALE AREA MAP



Parlay Three Cruise Tabular Summaries

(Atterbury Program Reports, 3 Pages)

Parlay 3 Type 99

Board Foot Volumes Report

Statistical Report

T TSPCSTGR		Species, Sort Grade - Board Foot Volumes (Type)										Page 1									
Project: PARTHREE												Date 2/20/2025									
												Time 3:30:54PM									
T069 R076 S02 T0099										T069 R076 S02 T0099											
Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt												
069	076	02	PARTHREE	0099	166.00	59	232	S	W												
Spp	S T	So rt	Gr ad	%	Bd. Ft. per Acre			Total Net MBF	Percent Net Board Foot Volume								Average Log				Logs Per /Acre
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln	Dia	Bd	CF/ Lf	
								4-5	6-11	12-16	17+	12-20	21-30	31-35	36-99	Ft	In	Ft			
HM		SG	2S	18	.3	1,782	1,777			95	5		7	19	50	24	30	13	172	1.24	10.3
HM		SG	3S	46	.9	4,338	4,300		100				3	19	33	45	32	9	86	0.67	50.2
HM		SG	4S			63	63	10	100			100					19	8	40	0.50	1.6
HM		CS	3S	24	1.2	2,275	2,247	373	100						100		36	6	59	0.43	37.9
HM		PU	3S	3	12.6	347	303	50	54	46			20	12	33	34	30	8	68	0.66	4.4
HM		PU	4S	9	6.8	820	764	127	100				36	54	8	2	22	6	25	0.32	30.0
HM	Totals			31	1.8	9,624	9,453	1,569	80	19	1		7	17	26	50	31	8	70	0.57	134.4
S		SG	2S	41		4,507	4,507	748		87	13			8	36	56	34	14	234	1.42	19.2
S		SG	3S	33	.6	3,593	3,572	593	100				4	15	49	32	31	9	94	0.73	38.1
S		CS	3S	15		1,597	1,597	265	100						100		36	6	60	0.44	26.6
S		PU	4S	2		199	199	33	100				47	53			19	6	24	0.31	8.4
S		O	2S	9	3.0	973	944	157			100			45	29	26	30	22	596	3.25	1.6
S	Totals			35	.5	10,870	10,819	1,796	50	36	14		2	13	33	51	32	9	115	0.81	94.0
WH		PR	1S	5	12.7	614	537	89			100			32	68		31	27	902	4.79	.6
WH		PR	2S	8	5.4	971	919	153			100			31	24	45	32	22	661	3.64	1.4
WH		SA	2S	65	8.3	7,371	6,757	1,122		26	74		2	21	26	51	33	18	396	2.44	17.1
WH		SA	3S	13	5.2	1,422	1,348	224	85	15			1	11	20	68	36	9	100	0.88	13.5
WH		PU	3S	1	43.6	243	137	23	20	80			6	49		45	30	13	101	1.33	1.4
WH		PU	4S	1	5.3	38	36	6	100				77	23			18	7	25	0.43	1.5
WH		PU	U	7	10.4	789	707	117			20	80		5	24	70	30	18	482	2.93	1.5
WH	Totals			34	8.8	11,448	10,441	1,733	12	21	67		2	22	25	51	33	14	283	1.84	36.8
RC		L	3S	44	50.0	78	39	6			100		100				16	35	440	7.06	.1
RC		SA	3S	56	10.0	53	48	8			100				100		40	19	540	4.33	.1
RC	Totals			0	33.8	131	87	14			100		45		55		28	27	490	5.11	.2
Type Totals					4.0	32,073	30,800	5,113	46	26	28		4	17	28	51	31	9	116	0.85	265.4

TC TSTATS				STATISTICS				PAGE	1	
				PROJECT	PARTHREE			DATE	2/20/2025	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
069	076	02	PARTHREE	0099	166.00	59	232	S	W	
				TREES	ESTIMATED	PERCENT				
				PER PLOT	TOTAL	SAMPLE				
				PLOTS	TREES	TREES	TREES			
TOTAL				59	232	3.9				
CRUISE				59	232	3.9	24,883	.9		
DBH COUNT										
REFOREST										
COUNT										
BLANKS										
100 %										
STAND SUMMARY										
	SAMPLE	TREES	AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREES	/ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
HMLK SG	92	87.1	13.3	56	23.0	83.8	9,624	9,453	2,368	2,366
SPRC SG	73	46.4	15.8	71	15.8	62.9	10,870	10,819	2,429	2,429
W HMLK	66	16.3	25.6	84	11.5	58.2	11,448	10,441	2,229	2,230
RCDR OG	1	.1	39.0	60	0.1	.7	131	87	25	25
TOTAL	232	149.9	15.9	64	51.6	205.6	32,073	30,800	7,052	7,050
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL:	68.1 %	COEFF	SAMPLE TREES - BF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
HMLK SG	64.8	6.8		126	135	145				
SPRC SG	86.8	10.1		299	333	367				
W HMLK	83.9	10.3		820	914	1,008				
RCDR OG										
TOTAL	129.6	8.5		387	423	459	671	168	75	
CL:	68.1 %	COEFF	SAMPLE TREES - CF				# OF TREES REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
HMLK SG	57.8	6.0		32	34	36				
SPRC SG	71.6	8.4		66	72	78				
W HMLK	71.3	8.8		170	186	202				
RCDR OG										
TOTAL	111.4	7.3		84	90	97	496	124	55	
CL:	68.1 %	COEFF	TREES/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
HMLK SG	83.2	10.8		78	87	97				
SPRC SG	122.6	16.0		39	46	54				
W HMLK	162.6	21.1		13	16	20				
RCDR OG	768.1	99.9		0	0	0				
TOTAL	50.0	6.5		140	150	160	100	25	11	
CL:	68.1 %	COEFF	BASAL AREA/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
HMLK SG	78.7	10.2		75	84	92				
SPRC SG	100.0	13.0		55	63	71				
W HMLK	131.6	17.1		48	58	68				
RCDR OG	768.1	99.9		0	1	1				
TOTAL	30.4	4.0		197	206	214	37	9	4	
CL:	68.1 %	COEFF	NET BF/ACRE				# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	10	15	
HMLK SG	85.2	11.1		8,405	9,453	10,501				
SPRC SG	103.9	13.5		9,357	10,819	12,281				
W HMLK	153.2	19.9		8,361	10,441	12,521				
RCDR OG	768.1	99.9		0	87	174				
TOTAL	43.6	5.7		29,054	30,800	32,546	76	19	8	

TC TSTATS				STATISTICS				PAGE	2	
				PROJECT	PARTHREE			DATE	2/20/2025	
TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
069	076	02	PARTHREE	0099	166.00	59	232	S	W	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	10	15	
CL:	68.1 %	COEFF		NET CUFT FT/ACRE			# OF PLOTS REQ.		INF. POP.	
SD:	1.0	VAR. %	S.E. %	LOW	AVG	HIGH	5	10	15	
HMLK SG		83.4	10.8	2,109	2,366	2,622				
SPRC SG		101.1	13.2	2,110	2,429	2,748				
W HMLK		143.5	18.7	1,813	2,230	2,646				
RCDR OG		768.1	99.9	0	25	51				
TOTAL		37.5	4.9	6,706	7,050	7,393	56	14	6	

ADNR-DOF Sort Guidelines

Southeast Alaska

(2 pages)

2022 ADNR-DOF Old Growth Sort Guidelines for Southeast Alaska

Code	Description	Min. Length	Min. Diameter
<u>SPRUCE AND HEMLOCK LOGS</u>			
A	High Grade Sort Clean appearing #2 and better. Reasonably straight, with clear cuttings. Maximum twist 2" per foot. Max. defect 15%.	14'	24"
B	Premium Sort #2 or better. Clear cutting in one Quadrant minimum. Total deductions not more than 50%.	14'	20"
S	Sawlog Sort #3 or better, no rough tops. Maximum deduction 66%.	12'	6"
P	Pulp Sort Min. 50% net utility scale. Won't fit into sawlog sorts due to quality and defect.	12'	6"
<u>RED CEDAR LOGS</u>			
L	Shake & Shingle Suitable to produce 4' blocks for shakes or 16" blocks for shingles. Larger logs that aren't saw quality.	12'	20"
S	Sawlog Sort #3 or better, no rough tops. Maximum deduction 66%.	12'	6"
<u>YELLOW CEDAR LOGS</u>			
S	All Saw Logs Camp run sort. Grade determines quality. No excessive sweep or twist. Must be suitable for sawlogs. 1/3 sound Scribner volume.	12'	6"

Preferred Lengths in order of preference: 36', 33' 40', 26', 16', 14', 12'

2022 ADNR-DOF Young Growth Reporting for Southeast Alaska

Code	Description	Min. Length	Min. Diameter	Max Diameter
	All Species			
O	Oversize #3 and better sawlog.	16'	20"	
S	Standard/Gang #3 and better sawlog.	16'	8"	20"
N	Chip and Saw #3 sawlog. 36' only allowed length. No Bark seems.	16'	6"	8"

**Preferred Lengths in order of preference:
38', 32', 25', 19'**

Log Grades Codes

Grade	Abrv	Desc	Fbr	Min Diameter	Min Length	Min Vol	Vol Type
0	CU	CULL	G	6	1	0	
1	1S	#1 SAW	G	24	16	0	
2	2S	#2 SAW	G	12	12	60	Net
3	3S	#3 SAW	G	6	12	50	Net
4	4S	#4 SAW	G	6	12	10	Net
5	S	SP MILL	G	16	17	0	
7	1R	1 SAW RC	G	28	16	500	Net
8	2R	2 SAW RC	G	20	12	210	Net
P	PE	PEELER	G	24	17	0	
S	SL	SELECT	G	30	16	90	%clear
U	U	UTILITY	G	6	12	0	

Edna Bay Parlay Three Timber Sale Prospectus

Attachment C (Miscellaneous)

Edna Bay Parlay Three Timber Sale Prospectus

Attachment D (Forms)

Bid and Deposit Form

(one page)

**DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY and FIRE PROTECTION**

BID AND DEPOSIT FOR ADVERTISED TIMBER

Subject to the provisions below, the following bid is submitted for the timber to be removed from the
Edna Bay Parlay Three Timber Sale. Sale No. SSE - 1342-3

SPECIES	PRODUCT	ESTIMATE VOLUME	UNIT OF MEASURE	MINIMUM UNIT PRICE	BID UNIT PRICE	TOTAL PRICE BID
STATE Young Growth Sitka Spruce	Sawlogs	1,763	MBF	\$ 11.00		
STATE Young Growth Western Hemlock	Sawlogs	1,392	MBF	\$ 11.00		
STATE Old Growth Sitka Spruce	Sawlogs	-	MBF	\$ 11.00		
STATE Old Growth Western Hemlock	Sawlogs	1,588	MBF	\$ 11.00		
STATE Western Red Cedar	Sawlogs	14	MBF	\$ 11.00		
STATE All Species Utility and Non-merchantable Sawlogs Scaled	Utility	356	Net+Net MBF	\$ 1.00		
GRAND TOTAL BID: \$						

Minimum Acceptable Total Saw Timber Bid = \$52,327.00 USD

* MBF= One Thousand Board Feet Scribner Net Scale.

THE BIDDER AGREES:

- At the time of bidding, if bidding as an agent for an individual, partnership, corporation, or other legally established firm, to submit a letter of authorization creating such agency to the Selling Agent.
- To, within 30 days of award of sale, execute a contract of sale and furnish a satisfactory performance bond.
- To furnish satisfactory evidence of financial and legal competence to perform the obligations of the contract.
- That the bid deposit may be retained by the State as liquidated damages, if the sale is not completed as specified in the published notice of sale.
- That the bid deposit of the successful bidder shall, upon execution of the contract, be credited, as a stumpage deposit to the amount due the State for stumpage as required by the contract of sale.
- That, if the contract of sale is terminated due to failure of the purchaser to comply with the terms of the contract or the "Timber Sale Regulations", any unused stumpage deposit may be retained by the State as liquidated damages.

It is understood that a bid of less than the advertised price for any species will invalidate this bid as a whole, and that bids will be evaluated on the basis of total return to the State for sawlogs of Sitka Spruce, Hemlock, Red Cedar, and net utility.

The bidder transmits herewith a _____ for 5% of the Grand Total Bid in the sum of
 (certified check, money order, cashier's check)
 _____ dollars (\$ _____) payable to the Alaska
 Department of Revenue, as required by the published notice of sale.

 Name of Bidder

 Date

 By, Signature

 Address

 Title

THIS SPACE FOR STATE USE ONLY

This bid was opened and accepted as a qualified bid on _____ at _____ by
 (Date) (Time)

 (Name) (Title)

If not accepted, explain:

Edna Bay Parlay Three Timber Sale Prospectus

Attachment E
Sample Contract

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY AND FIRE PROTECTION
SOUTHEAST AREA

EDNA BAY PARLAY THREE TIMBER SALE
TIMBER SALE CONTRACT

SSE 1342-3

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STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY and FIRE PROTECTION
SOUTHEAST AREA, KETCHIKAN OFFICE
2417 TONGASS AVENUE, SUITE 213
KETCHIKAN, AK 99901

EDNA BAY PARLAY THREE TIMBER SALE

TIMBER SALE CONTRACT

SSE 1342-3

The State of Alaska, represented by the Director, Division of Forestry & Fire Protection, Alaska Department of Natural Resources or his authorized representative under authority of Alaska Statutes, Title 38, Public Lands, Chapter 05, Alaska Land Act, Article 4, entitled "Disposal of Timber and Materials, hereinafter called the STATE, does hereby agree to sell, and *Purchaser of Sale* hereinafter called the PURCHASER, does hereby agree to purchase timber as designated herein, subject to the following terms and conditions. This Contract is effective as of [REDACTED] ("Effective Date"). In consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the STATE and PURCHASER hereby agree as follows:

1. DEFINITIONS

Definitions shall include all terms defined by 11 AAC 71.910 Definitions and the following. If there is a conflict of definition, the regulations shall govern.

A. "Construction Materials" includes rock, sand, gravel and other construction materials located in the Timber Sale Area.

B. "Environmental Contamination" means pollution resulting from the "release" [as that term is defined in AS 46.03.826(9)] of a "Hazardous Material."

C. "Hazardous Material" means hazardous substances or materials as defined in Alaska Statutes 46.03.826 and 46.08.900, in 42 U.S.C. § 9601-9657 (CERCLA), in 42 U.S.C. § 9601 (RCRA) and in 40 C.F.R. U.S.C. § 302, as such statutes and regulations may be amended from time to time, and any hazardous and toxic substance, material or waste which is or becomes regulated by any governmental authority. Without limiting the forgoing, "Hazardous Material" includes hydrocarbon fuels such as diesel oil and gasoline, and lubricating oil.

D. "Forest Land Use Plan" (FLUP) is a planning document prepared by the STATE prior to the harvest of timber containing the specific details on the location, access, harvest methods, duration and proposed reforestation requirements for each sale of timber.

E. "Laws" mean all applicable federal, state or local statutes, regulations, rules, ordinances or permits, orders, directives, and amendments thereto, in effect during the Term of this Contract and as they legally change over time.

F. "MBF" means one thousand board feet, Scribner (long log) log scale rule.

G. “Merchantable Sawlog,” is a No. 3 or better sawlog according to the Official Rules of the Log Scaling & Grading Bureaus developed and authored by The Northwest Log Rules Advisory Group. The minimum merchantable sawlog length for the purpose of this contract is 19 feet long plus trim for logs less than 9” top end diameter.

H. “Merchantable Timber” is all timber, harvested or unharvested, which contains at least one Merchantable Sawlog, all Utility Logs, or other sawlogs harvested or unharvested located within the Timber Sale Unit(s) designated by the State within the Timber Sale Area as depicted in Exhibit A that will be harvested in accordance with the approved Operating Plan. This excludes all timber in designated retention areas. Old growth is defined as being any log or tree that is 100 years old or older by ring count. Young growth is defined as being any log or tree that is 99 years old or younger by ring count.

I. “Operating Plan” means the document developed by the PURCHASER and approved by the STATE in order to communicate the PURCHASER’S planned schedule for road construction and harvesting operations, referenced in Section 10 (Timber Operations) herein.

J. “PURCHASER” means the purchaser of timber, purchaser’s agent, employees, representatives, contractors, subcontractors or other individuals or entities operating on behalf of PURCHASER.

K. “Road Standards” means road and bridge construction, maintenance, and closeout standards required herein and by Law.

L. “Roads and Related Transportation Facilities” include all roads, bridges, landings, culverts, and any other transportation facility PURCHASER is authorized to use or to construct pursuant to this Timber Sale Contract.

M. “Slash” means all non-merchantable woody debris resulting from PURCHASER’S Timber Operations or from construction of roads and related transportation facilities or other improvements.

N. “Timber” means all trees, living or dead, standing or down, located within the Timber Sale Area.

O. “Timber Harvest Settings” means the sub-units of Merchantable Timber located within the Timber Sale Units, as designated by PURCHASER in the approved Operating Plan (Exhibit C). A typical setting represents the area in which all merchantable timber can be logged to one landing or road by a single harvest system.

P. “Scaling Bureau” means a certified Log Scaling and Grading contractor acting as a third-party scaling organization for the purpose of scaling and grading logs according to the Official Log Grading and Scaling Rules developed and authored by the Northwest Log Rules Advisory Group.

Q. “Timber Harvest Unit(s)” means the unit(s) of Merchantable Timber located within the Timber Sale Area, as designated by the State in Exhibits A and B.

R. “Timber Sale Area” means the real property upon which it is reasonably necessary for PURCHASER to conduct Timber Operations under this Contract as depicted on Exhibit A and described in Exhibit B. In the event of any conflict between Exhibit A and B, Exhibit B will control.

S. “STATE Land” means land owned by the State of Alaska, and interests and resources in

the land, including improvements to the land.

T. "Utility Logs" are logs that do not meet the minimum requirements of a Merchantable Sawlog, but are suitable for the production of firm useable pulp chips to an amount of not less than 50% of the gross scale with a minimum gross diameter of 6 inches on the small end, minimum gross length of 12 feet, plus trim.

2. SALE OF MERCHANTABLE TIMBER

STATE sells to PURCHASER, and PURCHASER purchases from STATE, all of the Timber, whether standing or down, within the Timber Sale Area as depicted on Exhibit A and described in Exhibit B, at the price and upon the terms set forth herein, whether harvested or not, subject to the provisions under Section 11C (Risk of Loss).

3. RESERVATIONS

The STATE reserves the right to permit other compatible uses of the lands in the contract area which do not unduly impair the PURCHASER'S operations under this contract, as determined by the STATE. The PURCHASER will avoid using the access roads when doing so could damage the roads. Use of access roads may be suspended during breakup or other wet weather conditions at the discretion of the State. The STATE hereby reserves the right to use any road constructed by the PURCHASER under this contract for any and all purposes in connection with the protection and administration of State lands. Roads constructed and/or used by the PURCHASER under this contract may be used by third parties in connection with the utilization of STATE or other resources adjacent to the road; provided, that on spur roads, such use shall not materially interfere with the operations of the PURCHASER.

4. RIGHTS OF ENTRY AND USE

During the Term of this Contract and to the extent it is legally authorized to do so, the STATE hereby grants to PURCHASER the non-exclusive right to enter upon and use the Timber Sale Area and associated access routes across STATE land solely in accordance with the terms of the approved Operating Plan and other applicable provisions of this Contract.

The granted rights include the right to construct Roads and Related Transportation Facilities to and within the Timber Sale Area and to use Construction Materials within the Timber Sale Area. Road construction will be as flagged and depicted on Exhibits A and F, unless otherwise specifically approved in writing by the STATE. Said rights will be exercised as reasonably necessary and at PURCHASER's cost in strict accordance with the approved Operating Plan, applicable provisions of Law, and other applicable provisions of this Contract. Construction Material rights granted hereunder shall not be used to provide benefits to parties other than PURCHASER. The PURCHASER will compensate the STATE for any value lost through unauthorized use of Construction Material.

PURCHASER shall fell, yard, remove, scale, and pay the applicable stumpage fee for all Merchantable Timber harvested in association with the rights of entry and use granted herein.

5. TERM OF CONTRACT

The Term of this Contract shall commence upon the Effective Date and terminate on *(three years from signature date)* or the date that all obligations under this Contract have been completed, whichever is earlier. Notwithstanding the above, Timber Operations shall cease on or before *(three years from signature date)* except as provided otherwise herein.

If PURCHASER is prevented or delayed from performing any of its obligations under this Contract by reason of fire, strikes, riots and civil commotions, war and acts of public enemies, storms, floods, and other unusual climatic conditions, including droughts, and acts of God, and any other such cause which is similar in nature to the foregoing and which is beyond the control of PURCHASER ("Force Majeure") the Term shall be automatically extended for the period that such Force Majeure continues in effect plus

an additional reasonable period thereafter, to be mutually agreed upon in writing by the STATE and PURCHASER, to allow for harvest and removal of the Timber within the Timber Sale Area. All other terms and conditions of this Contract will remain in effect during periods of Force Majeure. Lack of funds on the part of PURCHASER, adverse market conditions, STATE approval or assistance delays, and/or similar conditions shall not constitute Force Majeure.

In the event that PURCHASER desires to extend the term of this Contract for reasons other than Force Majeure, such extension may be granted by the STATE, at the STATE’s sole discretion, in consideration for the advance payment of \$1,000.00 USD. The total extension time may not exceed one year. If the contract is extended, the State may enter into redetermination of the stumpage fees with the PURCHASER if it deems it in the State’s best interest.

6. PAYMENTS

A. Total Stumpage Payment. PURCHASER shall pay stumpage fee payments to the STATE as set forth below. The stumpage fee payments are due the STATE without regard to whether the harvest and marketing of the Merchantable Sawlogs and Utility Logs was or will be profitable for PURCHASER. The PURCHASER agrees to pay the STATE periodic stumpage fee payments based on log scale calculations for Sitka Spruce Sawlog, Western Hemlock Sawlog, Western Red Cedar Sawlog, and Utility (all species) and as described in Section 9 (Scaling and Log Accountability). Stumpage fees will be as follows, according to PURCHASER bid amounts for:

Species	Market Type	Rate per thousand board foot(MBF)	Scale Unit
Spruce Sawlog	Export	XX/MBF	Net Scribner
Hemlock Sawlog	Export	XX/MBF	Net Scribner
Western Red Cedar Sawlog	Export	XX/MBF	Net Scribner
Utility	Export	XX/MBF	Net + Net Utility

B. Stumpage Payments. Payments must be delivered to the State’s representative as listed in Section 16 (Notices). PURCHASER will prepare and submit to the STATE by the 10th day of each month, a report which provides volume produced in the previous month, from log scale, by species. The report will show volumes produced by species and total to date of volumes and stumpage paid. Stumpage Payments must be made to the STATE by the last day of the month period basis following log scaling and as long as the contract is effective. No log volume may be removed from the sale area until payment for log volume has been made to the STATE.

C. Redetermination of Payment. The State may redetermine the stumpage payment due the STATE in the following conditions:

1. Contract extension.
2. Work was or is to be performed by the PURCHASER at the State’s written request outside the scope of the original timber sale contract.

D. Redetermination Method. The State will redetermine the stumpage payment based on the existing conditions at the time that the redetermination occurs. Redetermination will not change the meaning or intent of the contract. The STATE and PURCHASER will negotiate to an agreement of redetermined payment in good faith. In the event that PURCHASER and the STATE cannot agree on the redetermined rates, the existing contract will govern all actions.

E. Initial Bid Deposit. The initial stumpage fee of \$XXXXXX (XX Thousand Dollars) submitted as part of the bid process for the sale made payable to the STATE of Alaska in the form of cashier's check is considered applicable to the stumpage deposit.

F. Advanced Stumpage Deposit. The purchaser shall make an initial Advanced Stumpage Deposit payment totaling 25% of the estimated total stumpage to the State prior to commencing operations. The amount of the stumpage deposit will be determined by the estimated level of productivity described in the Timber Sale Plan of Operations and will equal the projected value of the timber harvest for the next two months or 25% of the timber sale value whichever is more. If the level of productivity increases over the term of the contract, a corresponding increase to the stumpage deposit amount must occur. Adequate Stumpage Deposit shall be made to the STATE prior to timber falling operations.

7. PASSAGE OF TITLE

A. Subject to Section 11 (Risk Management) herein, title to the Merchantable Timber within the Timber Sale Area shall pass from the STATE to PURCHASER upon scaling and payment for logs as documented on Certified Scaling Certificates produced by the Scaling Bureau approved by the STATE. The risk of loss or damage to the Merchantable Timber shall be allocated as provided in Section 11 herein.

8. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

A. Compliance with Laws. PURCHASER must carry out all Operations, in compliance with the Law. Responsibility for operating in compliance with Laws and rectifying any instances of non-compliance rest solely with PURCHASER. The PURCHASER must also comply with the specific requirements of applicable laws specified in this contract that apply to this timber sale.

B. Responsibility for Acquisition of Permits, Authorizations and Approvals. PURCHASER is responsible for the acquisition of necessary permits, licenses, fees and other regulatory approvals at its cost.

C. Notification of Violation. Within twenty-four (24) hours of PURCHASER's knowledge, PURCHASER must notify the STATE and applicable regulating agencies of any regulatory or permit violations that have occurred as a result of actions by PURCHASER, or PURCHASER's agent, representatives, contractors, subcontractors, or other individuals or entities operating on behalf of PURCHASER.

9. SCALING AND LOG ACCOUNTABILITY

A. Scaling.

(1) Scaling Point. All logs produced from the Timber Sale Area shall, unless otherwise agreed in writing, be scaled at a site designated in the approved Operating Plans. PURCHASER shall use its best efforts to ensure that logs are scaled within thirty (30) days of harvest. If deductions are made for rot, check or other defects resulting from PURCHASER delays in scaling exceeding ninety (90) days, Stumpage Fees shall be paid to the STATE as if the rot, check or other defect was not present.

(2) Scaling Rules. Scaling will be performed using the Scribner Log Rule in accordance with the "Official Log Scaling and Grading Rules" of the Log Scaling and Grading Bureaus as developed and authored by the Northwest Log Rules Advisory Group, and by a recognized third party scaling and grading bureau, or methodology agreed to by the PURCHASER and the STATE. PURCHASER shall contract for and provide the STATE with written evidence of such scaling arrangements before any Merchantable Timber is felled within the Timber Sale Area and a

copy of the scaling agreement and log accountability shall be provided to the STATE prior to commencement of Timber Operations.

(3) Cost of Scaling and Delivery of Scale Documents. PURCHASER shall pay the cost of scaling, and instruct the third-party scaler to provide copies of the daily scale tickets that identify individual loads of logs and weekly scale summary sheets to the STATE and PURCHASER within one (1) week after scaling. PURCHASER shall also instruct the third-party scaler to provide copies of scale summary sheets for every four (4) week period on a calendar month basis to the STATE and PURCHASER within ten (10) business days of the end of each calendar month. Summary scale sheets shall include gross and net volumes by species, sort and grade, subtotaled for each Timber Harvest Unit within the Timber Sale Area. Sort descriptions shall be provided to the STATE. Within thirty (30) days of completion of scaling for a calendar year, PURCHASER shall deliver to the STATE a certified annual scaling summary of the total gross and net Sawlog and Utility Log volumes by species, sort and grade, by Timber Harvest Unit.

B. Check Scale. Upon the request of the STATE or PURCHASER, a check scale may be made to determine the accuracy of the original scale. PURCHASER agrees to make logs available for check scaling at reasonable locations designated by the STATE. The STATE agrees to carry out check scaling promptly so as not to unreasonably delay log transfer, rafting, towing, and loading operations. If the difference in scale is less than five percent (5%), then the cost of rescale shall be paid by the STATE. If the check scale exceeds the original scale by five percent (5%), the original scaled volume shall be adjusted by the difference between the check scale and original scale, and the cost of the check scale shall be paid by the PURCHASER.

C. Branding and Painting Logs. Before being placed in navigable waters or removed from the Timber Sale Area, all logs shall be hammer branded on one end with a log brand registered with the State of Alaska Department of Natural Resources, Division of Forestry. PURCHASER is responsible for registering such brands with the Division of Forestry. PURCHASER shall also paint one end of each log with a color designated by the STATE, if there are logs being scaled at the same location from property not owned by the STATE.

D. Truck Trip Tickets. Each load of logs shall be identified by a unique three (3) part truck trip ticket, one part affixed to the load, one part to the STATE (to be attached to the scale ticket and delivered to the STATE on a weekly basis), and one remaining in the book. Unless requested by the STATE, truck trip ticket books shall be retained by PURCHASER for the Term of this Contract. Truck trip tickets shall include date, logger's name, truck driver's name, Timber Harvest Unit, brand, destination and log or piece count by species. Truck trip tickets shall be numbered sequentially and numbers shall not be duplicated. PURCHASER shall provide the STATE with the series of book and ticket numbers assigned to this Contract, and shall account for any gaps in the series of numbers when the truck trip tickets are provided to the STATE.

10. TIMBER OPERATIONS

A. Operating Plan Requirements. Unless otherwise provided for, PURCHASER shall be responsible for performing based on existing road and unit layout and design. PURCHASER must do so in strict compliance with applicable Laws, the FLUP and the approved Timber Sale Operating Plan. The PURCHASER must prepare and submit to the STATE, a written Timber Sale Operating Plan meeting the requirements of Exhibit C and providing for the orderly and progressive development of all operations necessary to complete this contract. The Timber Sale Operating Plan is ineffective until it is APPROVED by the STATE, which must occur prior to the start of operations. Operating without a representative on site and an approved logging plan is grounds for the STATE to suspend operations. This plan must be updated annually and whenever there is a significant change in the PURCHASER'S operation such as but not limited to start or stop dates of activity on the sale, type of activity being conducted, and third party agreements.

B. Timber Utilization Standards. Unless otherwise mutually agreed upon by the STATE and PURCHASER, PURCHASER must conduct its Timber Operations in accordance with the following Utilization Standards:

- (1) PURCHASER must harvest Timber in such a manner as will ensure that all the Merchantable Timber designated for harvest within the Timber Sale Area is utilized;
- (2) Except as otherwise set forth below, PURCHASER must ensure that stumps left after logging are cut as low to the ground as practicable, and in any event are not higher than eighteen (18) inches above the ground on the side of the stump where the elevation of the ground is the highest unless determined as unsafe to workers or otherwise directed by the STATE. High stumps must be paid for by the PURCHASER at the rate of \$5.00 per stump, which sum shall be regarded as fixed, agreed, and liquidated damages;
- (3) PURCHASER must vary log lengths to provide for as complete a utilization of all the Merchantable Timber in the Timber Sale Area as is practicable; and
- (4) The STATE shall have the right to require PURCHASER to remove unyarded Merchantable Timber that has been left on the ground from the Timber Sale Area;
- (5) The PURCHASER shall have the option to leave utility logs decked at the landings on this sale or remove them from the sale area at the PURCHASER's discretion during the time of this Contract. Utility logs shall generally minimize space and be piled in an orderly and workman like manner within reach of the road surface by a logging shovel. At no time may these utility decks obstruct the STATE's future use of the land. Under no circumstances may a log deck be located so as to obstruct or hinder water quality. Title remains with the State until logs are removed from the Sale Area.

C. Slash Disposal. PURCHASER must comply with all applicable Laws relating to the disposal or accumulation of slash and with the conditions set forth in Exhibit C.

D. Reforestation. The parties anticipate that reforestation requirements will be met through natural regeneration. Except as provided in Exhibit C (Logging Requirements), the STATE is responsible for all reforestation obligations required under applicable Laws. PURCHASER must take reasonable actions to facilitate natural regeneration, as described in the approved Operating Plan. Notwithstanding any of the above, PURCHASER is responsible for reforestation of areas where PURCHASER's Timber Operations have materially damaged or impeded an area's ability to naturally regenerate.

E. Roads. PURCHASER must, at its cost, construct, reconstruct, and improve roads in accordance with applicable laws, the FLUP, the approved Operating Plan and the Road Construction and Maintenance Requirements in Exhibit E. It is the responsibility of the PURCHASER to enter into agreements with adjoining land owners as to any shared use maintenance requirements, or fees, paid by PURCHASER on roads owned or maintained by other entities, including, but not limited to private, federal, state and local landowners or administrators. PURCHASER must obtain all necessary road use permits, agreements and approvals prior to commencing operations. All borrow and waste areas utilized in the construction or maintenance of the roads and facilities by the PURCHASER require the submittal of development plans and approval by the State prior to development. The location and construction of all landings must be submitted to and approved by the State prior to use and construction by the PURCHASER unless they are already identified on the approved timber sale unit maps. The PURCHASER is responsible for all repairs and mitigation deemed necessary by the State due to unauthorized roads and landings. PURCHASER must additionally pay stipulated damages of \$1,000.00 USD for each unauthorized construction development. This provision does not supersede any applicable penalties under the Alaska Forest Resources and Practices Act (AFR&PA) (AS 41.17, 11 AAC 95).

F. Maintenance. During the Term of this Contract, PURCHASER, at its cost, must maintain the Timber Sale Area, Roads and Related Transportation Facilities, and all other improvements used by PURCHASER in connection with this Contract, in a clean, sanitary and safe condition and in accordance with applicable Laws, the approved Operating Plan, and the provisions of this Contract. PURCHASER may share maintenance obligations with other Authorized Users of the Timber Sale Area, subject to the terms and conditions of joint use agreements that are approved in writing by the STATE. Cleanup measures and other maintenance must be kept reasonably current with timber harvest operations.

G. Fire. The PURCHASER must take all necessary precautions for the prevention of forest fires and shall be responsible for the suppression costs of any and all destructive or uncontrolled fires occurring within or without the contract area resulting from any and all operations involved in the removal of the timber under the provisions of this contract. AS 41.15.050 established the fire season

from April 1 - September 30, inclusive, during each year. AS 41.15.080 requires every person owning or operating a sawmill or logging camp or other commercial plant or operation on forested lands to post and keep displayed at all times in a conspicuous place upon the building or ground of the milling, logging, or commercial operation a copy of AS 41.15.050-080 and AS 41.15.140.

(1) Prevention and Suppression. During the Term of this Contract, PURCHASER must make every effort to prevent and suppress fires within the Timber Sale Area. Unless otherwise required herein, or prevented by circumstances, over which PURCHASER has no control, PURCHASER must place its equipment, employees, contractors, and employees of contractors at the disposal of any authorized government employee for the purpose of fighting forest fires within or near the Timber Sale Area.

(2) Presence of Fire Equipment. PURCHASER must ensure that both the road building crew and logging crews have adequate firefighting equipment and training for use on site when operating in the Timber Sale Area, pursuant to the approved Operating Plan. In the event of "extreme fire danger," PURCHASER must maintain a fire watch at the active Timber Operation areas for a minimum of one hour after work has stopped for the day, unless the STATE suspends Timber Operations until the fire danger is reduced.

(3) Reporting. PURCHASER must report all fires to the United States Forest Service and the Alaska Division of Forestry and Fire Protection in Ketchikan at (907) 225-3070 immediately after becoming aware of a fire or imminent threat of fire.

H. Timber Trespass. Unless otherwise agreed, PURCHASER may not fell or damage any tree not within the boundary of the Timber Sale Area. PURCHASER shall be liable for all trespass damages and must properly locate its operations within the Timber Sale Area. In the event of trespass damage to State timber outside of the Timber Sale Area, the STATE will appraise the damage and assess PURCHASER the cost of such appraisal plus treble damages (triple stumpage), at the sole discretion of the STATE. This provision does not supersede any applicable penalties associated with the Alaska Forest Resources and Practices Act (AFR&PA) under AS 41.17, 11 AAC 95, nor does it supersede any remedies other landowners may have under applicable laws.

I. STATE Inspections. The STATE and its representatives, shall at all times have access to observe and inspect the Timber Operations of PURCHASER and must be furnished such information, documentation and assistance by PURCHASER as may be reasonably requested by the STATE for the purpose of ensuring compliance with this Contract and applicable Laws. PURCHASER must complete additional work as requested by the STATE, consistent with the approved Operating Plan and requirements of this Contract.

J. Emergency Repairs by the STATE. In the event PURCHASER refuses to make a repair of an emergency nature to improvements or structures in the Timber Sale Area after requested to do so by the STATE or regulatory agency, except when these emergency repairs result from the gross negligence of STATE, the STATE shall be entitled to make the repairs and bill PURCHASER for the actual cost of making such repairs. Emergency repair of improvements or the sale area necessary to keep the PURCHASER in compliance with federal, State, and local laws and regulations is the PURCHASER'S responsibility. If the emergency repairs are not required by law or in this contract, the State will reimburse the purchaser for the cost of repairs. All emergency work covered by this contract must be authorized in writing by the STATE prior to commencing unless prevailing conditions will cause imminent and significant irreparable damage to the State's resources.

K. Facilities Construction. Any improvements or transportation facilities, including sawmills, buildings, bridges, roads, etc., constructed by the PURCHASER in connection with this sale and within the sale area or on other State land leased for the purpose, must be done in accordance with standard or special plans approved by the STATE. Bonding may be required on each improvement. The STATE neither expressly nor implicitly warrants its improvement estimates. Estimates will be made for the sole purpose of establishing the minimum bid, and are not to be used for other purposes.

L. Use of Timber Sale Area. The PURCHASER may only use the Timber Sale Area for actions related to the harvest of Merchantable Timber. The Timber Sale Area may not be used for any other commercial purpose. Existing facilities owned by the STATE in the sale area, including but not

limited to roads, bridges, gates, culverts, and signs may be used by the PURCHASER in connection with this sale without further approval unless such use is limited or prevented elsewhere in this contract. Existing improvements used by the PURCHASER must be kept in good repair by the PURCHASER.

M. Fish Spawning Waters. All operations in connection with this contract adjacent to lakes, streams, or important fish waters must be conducted so as to avoid stream silting and must not interfere with the passage of fish or injure the spawning grounds, in accordance with AS 41.14.

N. Archeological Sites. If, during the course of operations, any physical remains of historic, archaeological, or paleontological nature are discovered, work in that immediate vicinity must cease and the State must be notified. The Alaskan Historic Preservation Act prohibits the appropriation, excavation, removal, injury, or destruction of any historic, prehistoric or archaeological resources of the State.

O. Monuments and Markers. The PURCHASER must protect all known land survey monuments and witness trees and markers from damage or obliteration. If monuments or markers are destroyed, the PURCHASER must pay the costs of restoration. No painted, blazed or tagged tree which marks the boundary of the sale area or cutting units may be cut unless approved in writing by the State. The PURCHASER must pay the STATE stipulated damages of \$100.00 USD for each boundary tree and leave tree that is cut or damaged, as determined by the Forester-in-Charge. Assessed damages are not limited to the bond amount.

11. RISK MANAGEMENT

A. Indemnification. PURCHASER shall defend, indemnify, and hold the State harmless from any and all claims, demands, suits, loss, liability and expense, for injury to, or death of persons and damage to, or loss of property arising out of, or connected with the exercise of the privileges granted the PURCHASER by this contract.

B. Insurance Requirements. PURCHASER, its contractors and subcontractors must purchase, at its own expense, and maintain in force at all time during the Term of this Contract the policies of insurance specified in Exhibit G from an insurer qualified to do business in Alaska. Where specific limits are shown, it is understood that they are the minimum acceptable limits, and if the policies contain higher limits, the STATE and the additional insured hereunder shall be entitled to those higher limits. The policies must each name the STATE as an additional insured. The STATE must be provided with certificates of insurance and copies of the policies, a minimum of fifteen (15) days prior to commencing Timber Operations. The policies must provide that coverage shall not be canceled, limited, or allowed to expire until after thirty (30) days written notice has been given to the STATE. The STATE shall have the right, at its option, to pay any delinquent premium on any of the policies if necessary to prevent a cancellation, non-renewal or material alteration thereof; and PURCHASER must within five (5) business days, reimburse the STATE'S expenditure. In the event that any insurance policy is canceled or the policy is materially changed, PURCHASER must immediately notify the STATE and cease Timber Operations until certificates of insurance are delivered to and approved in writing by the STATE. The STATE reserves the right to reasonably increase the required insurance coverage limits to be in accordance with the current industry standards by giving 30 days written notice to PURCHASER.

C. Risk of Loss. The risk of loss by fire, windstorm, or other cause of any standing, decked or down Merchantable Timber within the Timber Sale Area shall be borne by the holder of title to the timber or logs. The State is not obligated to supply, nor is the PURCHASER obligated to accept and pay for, other timber in place of the destroyed or damaged timber. The loss or damage to timber removed from the sale area under the contract is borne by the PURCHASER. This section alone does not relieve either party of liability for negligence.

D. Performance Bond. At the time of executing this contract, PURCHASER shall deposit with the STATE One hundred thousand dollars (\$100,000.00 USD) in the form of a cashier's check, money order, time certificate of deposit (with automatic renewal) in the State's name in trust for the purchaser, or surety made payable to the STATE. Bonding must conform to 11 AAC 71.095. If cash is used for the Performance Bond it will be placed by the State in a separate state account and all interest on the Performance Deposit shall accrue to the benefit of STATE. If PURCHASER is in default under this

Contract and has received notice of such default from the STATE, but has failed to cure such default, the STATE may apply said Performance Bond to pay for the performance of the default obligation and any of the STATE's expenses or damages incurred as a result of PURCHASER's default. PURCHASER shall remain liable for any deficiency that remains after application of the Performance Bond to any amount owed and within ten (10) days of STATE's said application, PURCHASER must deposit that sum of money necessary to maintain a Performance Bond of One hundred thousand dollars **(\$100,000.00 USD)**.

12. ENVIRONMENTAL COMPLIANCE, PROTECTION AND SAFETY

A. Hazardous Materials. PURCHASER must not cause or permit to be brought upon, stored or used in or about the Timber Sale Area, or the Roads and Related Transportation Facilities by PURCHASER, its agents, employees, contractors, or invitees, any Hazardous Materials without the prior written consent of the STATE, which will not be unreasonably withheld by the STATE so long as PURCHASER demonstrates to the STATE's satisfaction that such Hazardous Materials are reasonably necessary to PURCHASER's Timber Operations and will be used, kept, and stored in a manner that complies with all Laws regulating any such Hazardous Materials.

B. Fuel Storage, Fueling, Maintenance and Spill Prevention. The STATE hereby consents that PURCHASER may bring upon, and use necessary fuel, lubricating oil, hydraulic fluids, explosives and anti-freeze substances in the Timber Sale Area, and the Roads and Related Transportation Facilities, during the Term of this Contract only to the extent such items are transported, used, and disposed of in a manner that complies with all Laws and the terms of this Contract. PURCHASER must maintain and use mobile fuel storage, refueling and maintenance facilities (including facilities for the collection of waste oil) and must do so in accordance with all Laws. No fixed tank storage is allowed on the sale area without site specific approval of the State. The PURCHASER must have adequate absorbent and cleanup materials on site and in all vehicles and machinery used in the Timber Sale Area to contain spills related to fueling, maintenance and repair operations and damage likely to be sustained in the course of operations. *Mobile fuel storage facilities must not be parked within 100 feet of water bodies. Refueling of equipment must not occur on the active flood plain of a water body or within 300 feet of an anadromous fish stream.* Vehicle maintenance, campsites, and/or storage and stockpiling of material on the surface ice of lakes, ponds or rivers are prohibited.

C. Sanitation. The sale area must be maintained in a clean and sanitary condition during the operations of the PURCHASER. Any foreign materials or wastes such as cans, bottles, barrels, garbage, equipment, equipment parts, or other debris resulting from this operation must be removed from the sale area as they are used and at the latest, upon completion of operations on any cutting unit.

D. Immediate Cleanup of Environmental Contamination. In the event PURCHASER becomes aware of any Environmental Contamination within the Timber Sale Area, PURCHASER must immediately notify the STATE and the Alaska Department of Environmental Conservation of any such Environmental Contamination and (unless provided for otherwise in a STATE-approved joint use Contract between PURCHASER and other Authorized Users of the Timber Sale Area) must immediately take all actions at its sole expense as are necessary to contain and cleanup Environmental Contamination in a manner consistent with the requirements of Law. Without limiting PURCHASER's containment and cleanup obligations herein, to the extent that it is economically reasonable to do so, PURCHASER must return the affected area to the condition existing prior to the introduction of any such Hazardous Materials.

13. DEFAULT BY PURCHASER

A. Events of Default by PURCHASER. Any of the following shall be deemed an event of default by PURCHASER ("Event of Default"):

- (1) Any representation or warranty made by PURCHASER that proves to be false in any material respect;

- (2) PURCHASER's failure or refusal to perform, fulfill, or observe any provision in this Contract or Laws, or PURCHASER's breach of any covenant in this Contract; or
- (3) If PURCHASER has a receiver appointed for all or any significant part of its assets, becomes insolvent, files a petition in bankruptcy or for reorganization, liquidation, or relief under any bankruptcy, insolvency, or debtor laws, or makes an assignment for the benefit of creditors, or if a petition is filed against it in bankruptcy or under insolvency or debtor laws.

B. Notice of Default/Cure/Termination. In the event of default under Section 13.A. (Events of Default by PURCHASER) above, the STATE will serve written notice on PURCHASER that states the ground or grounds upon which default is alleged and demand a cure. In the event of a default by PURCHASER for failure to make payments of Stumpage Fees, or Performance Bond, or for failure to obtain or maintain insurance as required herein, or not have an approved operating plan on file with the STATE that reflects the actions of the Purchaser or have a designated representative on site, Timber Operations must cease immediately upon PURCHASER's knowledge of the default or upon notice from the STATE, whichever is earlier. If the default is not cured within thirty (30) business days of written notice to PURCHASER, the STATE may suspend or terminate this Contract by serving written notice on the PURCHASER stating that this Contract is suspended or terminated. If an Event of Default is of any nature other than the defaults identified in the previous sentence and if (i) the default is not cured, or (ii) reasonable steps are not taken to diligently execute a cure within thirty (30) business days of notice, or within 48 hours in the case of obligations which the STATE or an authorized regulatory agency has declared to be of an emergency nature, the STATE may suspend or terminate this Contract by serving written notice on PURCHASER stating that the Contract is suspended or terminated. Failure of the STATE to strictly enforce at any time any of the provisions of this Contract shall not be construed to be a waiver or affect the right of the STATE to thereafter strictly enforce such provision.

C. Remedies. In addition to the above, if an Event of a Default by PURCHASER occurs under this Contract through no fault of the STATE, the STATE, at its election, shall be entitled, after written notice to PURCHASER and the cure periods set forth above have expired: (i) to suspend the operations under this Contract until the breach is cured; (ii) to terminate this Contract and recover any and all damages including incidental and consequential damages; (iii) to terminate this Contract and retain the Bid Deposit, any Stumpage Payments, the Performance Deposit and all other fees and deposits paid by PURCHASER, plus all interest accrued thereon, as liquidated damages and not as a penalty; (iv) to seek specific performance of this Contract; and (v) to pursue any and all remedies in addition to or by way of alternative to the foregoing available at law or in equity.

14. INTERIM AND FINAL ACCOUNTING

Upon the expiration of this Contract or within ten (10) business days of the completion of all remaining obligations of PURCHASER, whichever is earlier, there must be a final accounting between the parties. The following amounts must be computed by both parties: any unpaid completion costs; amounts due to STATE under Section 10.J. (Emergency Repairs) of this Contract; and any other amount due the STATE or PURCHASER pursuant to this Contract. Within thirty (30) days after all calculations have been made and approved by both parties, and final accounting inspections have been completed by STATE and applicable regulatory agencies, the party indebted to the other must pay the outstanding balance owed to the other party, at which time any remaining Performance Deposit shall be released or refunded.

Upon completion of all PURCHASER obligations under this Contract, the STATE will execute a written release, releasing PURCHASER from any further obligations under this Contract, except those that specifically survive termination of this Contract.

15. RIGHTS AND OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

A. Rights in Timber Sale Area. Upon the termination or expiration of this Contract, any claim or right PURCHASER may have in and to the Timber Sale Area, to any Merchantable Timber or logs remaining in the Timber Sale Area or to the Roads and Related Facilities and the Timber Sale Areas shall terminate.

B. Obligation to Remove. Within thirty (30) days of completion or termination of PURCHASER's Timber Operations, whichever is earlier, PURCHASER must remove from the Timber Sale Area and the Roads and Related Transportation Facilities, all equipment, materials, chemicals, goods, supplies, machinery, cable, wastes, buildings, structures, and any other items or improvements placed thereon by PURCHASER. The Timber Sale Area and the Roads and Related Transportation Facilities must be left free of all litter, debris, and all foreign materials generated by PURCHASER's operations. PURCHASER's removal thereof must be made in a manner that does not leave the Timber Sale Area in a dangerous or unsafe condition and allows for reasonable concurrent uses during the removal period. If the above items are not so removed, they may either be removed from the Timber Sale Area at PURCHASER's expense or shall become property of the STATE if the STATE so elects.

16. NOTICES AND PARTIES' REPRESENTATIVES

All notices, requests, elections, consents or other communications that may be or are required to be given pursuant to this Contract to either of the Parties are effective only if given in writing and sent by certified mail, return receipt requested, by personal delivery to the other Party or by verbally confirmed facsimile copy, and shall be deemed received on the earlier of actual receipt or five (5) days after being deposited in the mail, postage prepaid, addressed to the STATE or PURCHASER at the following addresses:

To the STATE:

Area Forester
Southeast Area
Department of Natural Resources, Division of Forestry and Fire Protection
2417 Tongass Avenue, Suite 213
Ketchikan, AK 99901

Phone No.: (907) 225-3070

Fax No. (907) 247-3070

STATE Field Representative:

Department of Natural Resources, Division of Forestry and Fire Protection
Ketchikan Office
2417 Tongass Avenue, Suite 213
Ketchikan, AK 99901

Phone No.: (907) 225-3070

Fax No. (907) 247-3070

PURCHASER:

PURCHASER Field Representative:

To:

To: (Defined in the Operating Plan)

Name:

Address:

City, State, Zip:

Phone No.:

Fax No.:

Attention:

Either party may change its representative or its field representative and its address for the purposes of this Section 16 (Notices and Parties' Representatives) by giving notice of such change to the other party in the manner provided in this Section 16 (Notices and Parties' Representatives).

17. ASSIGNMENT OF CONTRACT

This contract may not be assigned by the PURCHASER without written consent to such assignment first having been obtained from the STATE and the necessary amendment made to the contract.

18. LIENS

PURCHASER must pay or cause to be paid promptly when due any claim, debt or charge against PURCHASER, which might become a lien against any of the STATE's assets associated with this Contract. PURCHASER must not suffer or permit any such lien or encumbrances of any kind to be filed against or upon any equipment, improvements, logs, the Timber or the property from which the same are cut, or from the proceeds thereof, regardless of whether the basis of such lien is a claim against PURCHASER or against an employee, agent, supplier, or subcontractor of PURCHASER. PURCHASER must keep the Timber Sale Area and Timber free and clear of any and all mechanics, loggers, labor or materialmen's liens arising from the performance of labor upon or the furnishing of materials to the Timber Sale Area. PURCHASER may contest the validity of any such lien that may be filed by providing reasonable security to the STATE. PURCHASER must post notices of the STATE's non-responsibility pursuant to AS 34.35.065 and AS 34.35.150.

19. REPRESENTATIONS AND WARRANTIES

A. STATE. As additional consideration for this sale, the STATE hereby represents, warrants, and disclaims warranties, as follows, which representations, warranties and disclaimers shall survive the expiration of this Contract:

- (1) It is duly authorized to enter into this Contract;
- (2) It makes no warranties, express or implied, as to the access, availability, operability, value, total volume that may be cut in the Timber Sale Area, type, species distribution, grade, quantity, quality, merchantability or fitness for a particular use concerning the Timber and the Timber Sale Area.
- (3) Its approval of the Operating Plan is not a warranty that the plan is economic, safe, or meets the requirements of Laws;
- (4) It does not warrant the accuracy of any title, appraisals, timber cruises, investigations or other presale documents or evaluation the STATE has prepared;
- (5) It does not warrant any risk associated with previous mining activity on the land; and
- (6) It does not warrant any other item that extends beyond the written contents of this Contract.

B. PURCHASER. As additional consideration for this purchase, PURCHASER hereby represents and warrants as follows, which representations and warranties shall survive the expiration of this Contract:

- (1) It has read the above STATE warranty section with care and in its entirety and understands it completely;
- (2) It has had an unrestricted opportunity to review documents received from the STATE related to this timber sale which are not subject to the attorney-client privilege and has carefully inspected the Timber Sale Area and all Timber on the Timber Sale Area, and except for the STATE's Representations and Warranties set forth in Section 19.A. (STATE Representations and Warranties) above, PURCHASER is purchasing the Merchantable Timber and accepting the Timber Sale Area "AS IS;"
- (3) It has independently considered and made its own determination concerning the physical, legal and economic facts related to the access to and operations within the Timber Sale Area, barging and towing, log transport, log storage and transfer, raft delivery conditions, fuel transport and storage, availability of camps and sort yards,

matters of title, government regulation, the construction of the required Roads and Related Transportation Facilities, the harvest of the Timber (and the ease or difficulty in harvesting it), the value, volume, grade, species distribution, type, quality and merchantability of the Timber and the economic feasibility and operability of the Timber and PURCHASER's ability to harvest the Timber, and all other matters related to the harvest and sale of the Timber. PURCHASER assumes each, every and all risks related to the Merchantable Timber and the Timber Sale Area;

(4) It further assumes all risks related to the quantity or quality of rock, sand, gravel, stone or other construction materials in the Timber Sale Area;

(5) It is in good standing in accordance with the Laws of the State of Alaska;

(6) It is qualified to do business in the State of Alaska;

(7) It is duly authorized to enter into this Contract and all agreements and documents contemplated hereby, and to make the representations and warranties set forth herein.

When executed and delivered by PURCHASER, this Contract shall constitute a legal, valid and binding obligation of PURCHASER that the person executing this Contract for and on behalf of PURCHASER is duly authorized to do so, and that neither the execution of this Contract nor its performance by PURCHASER will conflict with or result in the breach of any other instrument, covenant or undertaking of PURCHASER;

(8) All submissions to the STATE made in relation to this Contract are true and correct;

(9) It is entering into this Contract based upon its own knowledge and information of the Timber, of the Timber Sale Area and of the timber business, and not because of any inducement or representation of the STATE, or any representative of the STATE;

(10) It is experienced in the logging industry, has independently reviewed all Laws and has a sufficient working familiarity with such Laws to enable it to obtain necessary permits and comply with same; and

(11) It has consulted with an attorney of PURCHASER's own choosing concerning the contents of this Contract.

20. VALID EXISTING RIGHTS

The rights granted to PURCHASER under this Contract are subject to all valid existing rights in existence on the Effective Date whether or not made of record, including without limitation, easements, rights-of-way, reservations or other interests in land.

21. PRODUCTION REQUIREMENTS

A. A. Logging Production. Commencing from the date of execution of this contract, the PURCHASER, must indicate within its Plan of Operations a logical and realistic ability to harvest and remove from the sale the entire volume within the contract period.

22. GENERAL PROVISIONS

A. Contractors. All Contractors and subcontractors engaged by PURCHASER to perform Timber Operations relating to this Contract, must be approved in advance by STATE; however, STATE shall not unreasonably withhold its approval. PURCHASER must require, by contract, all such contractors and subcontractors to abide by the terms and conditions of this Contract, and PURCHASER must provide them with relevant provisions of this Contract.

B. Delivery of Payments. All payments must be delivered to the STATE or to PURCHASER respectively at the addresses set forth in the Section 16 (Notices and Parties' Representatives). PURCHASER shall not be entitled to any abatement, deductions or offsets of any amount due to STATE. All past due amounts owed to the STATE shall accrue interest at the interest rate of 10.5% per annum until payment is received by the STATE.

23. SIGNATURES

SELLER:

Division of Forestry and Fire Protection
Department of Natural Resources
2417 Tongass Avenue, Suite 213
Ketchikan, AK 99901

PURCHASER:

STATE OF ALASKA

By: _____
Title: _____

PURCHASER

By: _____
Title: _____

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

The Foregoing Instrument was acknowledged before me by _____, of and on behalf of the State of Alaska, Department of Natural Resources Division of Forestry on this ____ day of _____, ____.

Notary Public for the State of Alaska

My Commission expires: _____

STATE OF _____

)
) ss.
)

The Foregoing Instrument was acknowledged before me by _____ the _____ of _____, a _____ as _____ of and on behalf of the _____ on this ____ day of _____, ____.

Notary Public for the State of _____

My Commission expires: _____

EXHIBIT A EDNA BAY PARLAY THREE Timber Sale Area Map

See EDNA BAY PARLAY THREE FLUP Area Map A1.

EXHIBIT B**LEGAL DESCRIPTION****EDNA BAY PARLAY THREE TIMBER SALE SSE 1342-3****Property Description:**

This timber sale is located on Kosciusko Island, centered approximately two miles west of the City of Edna Bay. The legal description of the sale area is within Sections 31 and 32 of Township 68 South, Range 76 East, and Sections 1 and 2 of Township 69 South, Range 76 East, all in Copper River Meridian.

The Timber Sale Area includes only the area described above and as depicted in Exhibit A: Edna Bay Parlay Three Timber Sale Area Map.

In this Timber Sale Area, the “harvest area” has been identified and depicted as two units comprising a total of approximately 116 acres. The sale is designated for the harvest of approximately 5 million board feet of timber, more or less, within the “harvest area” shown on the attached Timber Sale Area Map in Exhibit A, which is made a part hereof.

The harvest of timber under this contract will occur only in the “Harvest Units” as designed and marked on the ground and contained in the Forest Land Use Plan created for this sale. The road designed for the sale in the Forest Land Use Plan shall be constructed and applied substantially as depicted in Exhibit E herein.

EXHIBIT C

Logging Requirements

EDNA BAY PARLAY THREE TIMBER SALE SSE 1342-3

Harvest Prescription:

The predominant harvest method will be clear-cut.

The harvest methods are partially based on contemporary shovel yarding methods. Site specific characteristics such as terrain, soils, and water bodies are addressed in the Forest Land Use Plan identifying sites that will require focused care with operations. Areas within harvest units without specific designations will mutually be agreed upon and identified per harvest methods by the purchaser and the STATE in the Timber Sale Operations Plan.

The PURCHASER's operations on the TIMBER SALE must at all times comply with the Best Management Practices as outlined in the Alaska Forest Practices Act and Regulations for public lands and the Forest Land Use Plan for the timber sale.

1. Leave Tree designations for Standing Cull and Utility.
 - A. None are required to be left by the Purchaser.
 - B. Where safe to do so, cull and obvious utility trees may be left standing at the PURCHASER's discretion. No more than one tree per acre will be left standing. Leave trees shall not have indicators of Hemlock Dwarf Mistletoe.
 - C. Obvious cull trees will have a clear presence of obvious defect such as conks (fungus fruiting bodies indicating the presence of wood defect) along the bole of the tree.
 - D. Timber deemed a Cull are trees containing log lengths that fail to meet the minimum requirements for the lowest sawmill grade and will not meet the minimum net/gross ratio of 33 1/3% sound wood when cruising/ scale rules apply.
2. Landings must be located, constructed, and operated in a manner that
 - A. avoids surface and standing waters;
 - B. minimizes the use of marshes and non-forested muskegs;
 - C. prevents logs and vegetative debris from entering surface and standing waters; and
 - D. minimizes the sedimentation of surface and standing waters.
3. An operator must locate and construct a landing according to the following standards:
 - A. when choosing the site of a landing, an operator must consider the effects of the landing location and provide for a logging layout that will reduce the overall adverse effects on the operation;
 - B. the design of a landing must minimize the need for side casting or fill;
 - C. a landing must be no larger than necessary for safe operation of the equipment and decking of logs;
 - D. where slopes have a grade greater than 67 percent, are unstable, or are in a slide-prone area, fill material used in construction of a landing must be free from loose stumps and excessive accumulations of slash, and must be mechanically compacted in layers if necessary to prevent soil erosion and mass wasting;
 - E. a truck road, a skid trail, or a fire trail must be out sloped or cross drained uphill of the landing and the water diverted onto the forest floor away from the toe of any landing fill;
 - F. a landing must be sloped, water barred, ditched or otherwise constructed and maintained to minimize accumulation of water on the landing; and
 - G. any excavated material from the construction of a landing may not be placed where it

is likely to result in degradation of surface water quality.

4. To maintain bank integrity, an operator must minimize disturbance of residual trees, brush, and similar understory vegetation adjacent to surface and standing waters. An operator must also, where feasible, avoid disturbing roots, stumps, and deadfalls embedded in the bed or bank of surface waters, and standing waters larger than one-half acre.
5. In a riparian area, an operator must, where feasible and necessary, leave high stumps to prevent felled and bucked timber from entering surface waters.
6. The division will, in its discretion, require stabilization, to the extent feasible, of disturbed banks to prevent soil erosion and degradation of water quality.
7. If a tree is felled into nonfish-bearing surface or standing waters, the operator must remove the tree and its debris at the earliest feasible time, to the extent necessary to avoid degradation of water quality.
8. An operator may not buck or limb a tree or any portion of a tree lying between the banks of surface waters, except as necessary to remove the bole, limbs, or small debris from the water as required by 11 AAC 95.290(e) or this section.
9. If feasible, an operator
 - A. may not fell trees into a riparian timber retention area; and
 - B. must fell each tree in a direction that minimizes damage to trees retained in a partial cut.
10. During yarding, an operator must keep all logs fully suspended above or yarded away from surface waters where feasible, in light of the necessary equipment being reasonably available to the operator and the importance of the surface water to fish habitat and water quality, unless full suspension or split yarding would likely cause greater degradation of surface water quality or impact to fish habitat than cross-stream yarding.
11. The following standards apply to cable yarding operations:
 - A. when feasible, an operator must use maximum available deflection;
 - B. where feasible, an operator must use uphill yarding techniques;
 - C. where downhill yarding is used, an operator must use deflection to lift the leading end of the log and minimize downhill movement of slash and soils;
 - D. when yarding parallel to surface waters, and when in or near a riparian area, an operator must make an effort to minimize soil disturbance and to prevent logs from rolling into surface waters or the riparian area; and
 - E. when yarding across marshes and non-forested muskegs, an operator must make an effort to minimize damage to vegetative cover.
12. The PURCHASER may utilize only logging systems detailed in the Operating Plan. The number of skidding routes through an area must be minimized.
13. An operator may not use a tracked skidder, a wheeled skidder, or a logging shovel during saturated soil conditions if degradation of surface and standing water quality is likely to result.
14. An operator must minimize damage from skidding to the stems and root systems of retained timber. The PURCHASER must protect residual trees and seedlings during harvest operations. No more than 25 percent of the residual stand may be damaged. Residual trees or existing spruce regeneration that in the judgment of the STATE are unnecessarily damaged during felling and/or skidding operations must be paid for by the PURCHASER in

accordance with the following: Liquidated damages for residual trees greater than 4 ½ feet tall is set at the rate of \$50 (fifty dollars) per tree. The PURCHASER must fell, skid or slash all damaged residual stems after the main harvest operations for that unit has been completed, as directed by the STATE. Damaged stems are defined as stems with broken tops, stems that are leaning more than 30 degrees off vertical, and stems that have more than one-third of the cambial surface (circumference) exposed from skidding scars.

15. When using tracked and wheeled vehicles, an operator must:
 - A. use puncheon where significant ground disturbances may contribute to sedimentation of surface water, irreparable displacement or compaction of the organic soil horizon.
 - B. locate skid trails to minimize degradation of surface water quality;
 - C. use water bars or other appropriate techniques as necessary to prevent or minimize sedimentation;
 - D. keep skid trails to the minimum feasible width; and
 - E. outslope skid trails where feasible, unless an inslope is necessary to prevent logs from sliding or rolling downhill off the skid trail.
16. Upon the completion of operations at a site, a skid trail must be water-barred according to the standards set out in 11 AAC 95.315 or otherwise stabilized to prevent erosion from entering surface waters.
17. An operator may not use a tracked or wheeled skidder on a slope where this method of operations is likely to cause degradation of surface and standing water quality.
18. The tops of all trees felled, and not yarded to the landing, shall be scattered in such a manner as to lay away from residual trees. Non-merchantable trees cut for skid roads, landings, etc., are to be treated as slash unless otherwise directed by the STATE. Slash throughout the unit and at the landing shall be managed so that the slash height does not exceed two feet above the ground.
19. Prompt attention to water quality and flow management will be exercised when surface waters are present or predicted precipitation events are likely to concentrate flows. Logs harvested as part of this contract shall not significantly obstruct surface water other than for specific short duration stream crossings unless otherwise approved by the DOF. Logs, long butts, utility logs, debris, and slash shall be managed and removed in a timely manner in and adjacent to surface waters, on landings and roads to avoid the degradation of water quality, or the loss soil or road integrity.

EXHIBIT D**OPERATING PLAN REQUIREMENTS****EDNA BAY PARLAY THREE TIMBER SALE SSE 1342-3**

The Operating Plan must comply with the requirements of the Alaska Forest Resources and Practices Act (FRPA) under AS 41.17, the Alaska Land Act under AS 38.05, and 11 AAC 71.300. The Operating Plan must provide the STATE with sufficient information to allow the STATE to understand the Timber Operations, as they will occur in the field. The information required in the "Operating Plan" must provide the STATE with the following information:

1. Name, address, email, and phone number for the purchaser's field representative.
2. Names, addresses, business licenses, proof of insurance and contact persons for all contractors. The plan must state the task and percentage of the work that each contractor will perform for the PURCHASER.
3. Locations of log scaling areas, log transfer facilities, camp facilities and/or local operations office.
4. Copies of any required land or facility use agreements, driveway or access road permits, road use and maintenance agreements.
5. Fire planning, including an area-wide action plan and list of adequate equipment maintained in the Timber Sale Area to suppress fires.
6. An area-wide control plan for Pollution and Hazardous Substances.
7. A Communication Plan.
8. Method and schedule of timber harvest by settings for the operational period or calendar year, and the estimated volume by month to be harvested during the plan year. This must be identified in writing and as requested by the State on the unit maps. Start and stop dates for operations such as cutting, road building, hauling, logging, scaling and any periods without operations longer than 60 days. The PURCHASER shall use good faith in identifying and developing timely solutions mutually agreeable to the State for areas of concern identified including any potential conflicts the FRPA.
9. Details of road construction and maintenance, including a summary of areas of concern and actions to be taken to manage the concern.
10. Specific pit and waste area plans as they are known and prior to use shall be incorporated into the operating plan. Site specific review and approval by the STATE is required of all pit and waste areas prior to development by the PURCHASER.
11. Closeout plans, including Roads and Related Transportation Facilities and other pertinent issues. The plan must provide for putting roads to bed and other cleanup tasks to meet the intent of the FRPA and the FLUP.
12. All pertinent information required for the purchaser's operation of the sortyard and log transfer facility within the permit authorizations of the facility.

EXHIBIT E ROAD CONSTRUCTION AND MAINTENANCE
REQUIREMENTS

EDNA BAY PARLAY THREE TIMBER SALE SSE 1342-3

1. FOLLOW THE ADOPTED FOREST LAND USE PLAN (FLUP) FOR THIS SALE AREA.
2. DOF STANDARD ROAD AND BRIDGE SPECIFICATIONS APPLY TO THIS CONTRACT for the road type specified in the FLUP. Available for download at: <http://forestry.alaska.gov/resources>.
 - a. All rock developed or imported in the sale area requires preapproval of the State. Pit plans are required to be approved by the STATE prior to development.
 - b. At a minimum, reflective warning signage (trucks entering roadway and active logging road) shall be posted at all active access points to the sale area. Appropriate sign placement and maintenance shall be used to provide adequate warning to drivers in all conditions.
 - c. Warning signs shall be posted if falling operations are occurring adjacent to roads

EXHIBIT F

PROPOSED LAYOUT MAPS

EDNA BAY PARLAY THREE TIMBER SALE SSE 1342-3

Reserved for FLUP maps.

EXHIBIT G**INSURANCE POLICIES**

EDNA BAY PARLAY THREE TIMBER SALE SSE 1342-3

All of the insurance policies required by this Contract shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insurance carried by the STATE or permitting agencies will be excess only and will not contribute to the insurance required by this Contract; shall be endorsed to name the STATE as additional insureds; and shall provide for a waiver of subrogation in favor of the STATE. All endorsements shall refer to this Contract. All insurance shall be on an occurrence and not a "claims made" basis. PURCHASER shall provide and maintain the following:

1. Workers' compensation, industrial accident and/or USL&H insurance for all its employees engaged in work under this Contract, including subcontractors' Workers' Compensation Insurance, Industrial Accident and/or USL&H, including Employer's Liability Insurance in accordance with the Laws of the State of Alaska. The Contractor's policy shall have a waiver of subrogation against the state by the purchaser and all subcontractors associated with the timber sale. The policy will have Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit with "Other States" endorsement if the purchaser or subcontractor directly utilizes labor that are residents from outside of the State of Alaska. United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000 whenever the work involves activity from or on a vessel on navigable water.
2. Commercial general liability insurance, including contractual coverage. With coverage limits not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregate coverage of two million dollars (\$2,000,000) where generally applicable including premises-operations, independent contractors, product/completed operations, broad form property damage, blanket contractual, and personal injury endorsements.
3. Logger's property damage liability, broad form with a limit per occurrence of at least one million dollars (\$1,000,000).
4. Comprehensive automobile and aircraft liability insurance. Covering all owned, hired, and non-owned vehicles and aircraft with coverage limits not less than one million dollars (\$1,000,000) combined single limit per occurrence bodily injury and property damage.

EXHIBIT H

APPROVED OPERATING PLAN

EDNA BAY PARLAY THREE TIMBER SALE SSE 1342-3

To be submitted by PURCHASER, approved by STATE and attached hereto.