

BARK CAMP PROJECT
CABWAYLINGO STATE FOREST
June 27, 2009

PRESCRIPTION FOR MULTIPLE USE MANAGEMENT

HISTORY & LOCATION:

The area to be treated is located on Tick Ridge near Marcum Cemetery. The treatment areas are along the ridge on the southern edge of Compartment 9 into Bark Camp Branch. This ridge runs in a westerly direction.

This area has a history of fire with scars evident on the base of many large sawtimber trees. Since the State purchased this property in the 1930's there has not been any active forest management here.

OBJECTIVES:

This area is over stocked, contains a species mix that is doing reasonably well in today's market and has potential for regeneration to perpetuate a mixed species stand. There are several opportunities to diversify wildlife habitat in this area of the forest. A proposed gas well site and access road is located within the treatment area.

TIMBER:

Approximately 73 acres were inventoried in the spring of 2009 for this prescription. The prescription area is comprised of two major cover types, yellow poplar and yellow poplar - oaks with a small section of chestnut oak-scarlet oak represented. The species composition, based on the percent of the volume, are: yellow poplar 68.1%, red oak 6%, chestnut oak 4.7%, white oak 2.7%, black oak .3%, hickory 2.9% and the remaining 15.3% made up of cucumber magnolia, basswood, red maple, beech, white ash, hemlock, walnut, black gum, birch, sycamore and sugar maple. A majority of this timber is in the large sawtimber size class.

According to the cruise data the area contains 114 square feet per acre of basal area. Basal area is a reflection of stocking and is represented by the number of square feet occupied by tree stems at 4.5 feet above the ground. This area is overstocked, meaning there is too much area occupied by trees for optimum growth. This prescription proposes to harvest two areas using the seed tree with reserves cuts. This would provide early successional habitat, vital to many species of wildlife. This type of cut would also provide the light conditions necessary to regenerate both oak and yellow poplar. The sites may require the use of herbicides on individual stems of beech and some maple to reduce the competition from these species. The proposal is for one cut to be about 20 acres and the other is 26 acres.

The remainder of the stand would receive an improvement cut that would reduce the basal area to around 74 square feet by removing an average of 40 square feet per acre (approximately 3,500 board feet per acre) of trees. This will return the stand to near its maximum growth potential. This improvement harvest will remove poorly formed trees, trees with low vigor, some over mature and some mature high quality trees. The goal is to retain a similar species composition made up of trees of higher quality and vigor. Emphasis will be given to retaining mast producing trees such as oak, hickory and black gum. All active den trees and some potential den trees will be left in the stand

There is a lack of understory vegetation due to the dense tree canopy shading the forest floor. The midstory tree layer is comprised primarily of sugar maple, red maple and American beech; shade tolerant species that will be the next stand of mature timber if nothing is done to provide for other species to regenerate.

There is one area that lends itself to providing some wildlife habitat diversity. This area is located on the knob separating the two stands. This savannah/grassland would be 3 to 5 acres in size. The proposal is to clear these areas and plant them to forbs, grasses, and legumes that would be beneficial to wildlife.

Where the conditions are favorable a group selection cut will be applied to provide canopy gaps large enough to allow for some oak regeneration to get established.

SOILS

Soils found on the area consist of the Dekalb-Latham Complex and the Dekalb-Pineville-Guyandotte Association.

The Dekalb-Latham complex consists of moderately deep, steep well drained and moderately well drained soils on narrow ridge tops and side slopes. These soils are formed in acid material weathered from sandstone and shale. The Latham soil is subject to slippage. Woodland productivity on these soils is moderate. Productivity of grasses and legumes is fair. The erosion potential is moderate on these soils.

The Dekalb-Pineville-Guyandotte Association soil consists of moderately deep and very deep, very steep, well drained soils on side slopes, on foot slopes, and in coves. These soils are formed in mixed acid colluviums derived from sandstone, shale, and siltstone. Woodland productivity on these soils is moderate. Productivity of grasses and legumes is very poor. The erosion potential is severe.

By implementing Best Management Practices (BMPs) and limiting activity during wet periods soil erosion problems can be avoided.

ROADS

This project area borders Tick Ridge Road. Accessibility to the interior of the property is limited to an old dirt road. There are some old abandoned roads within the area. These roads will need maintenance work done to make them useable.

When the timber is harvested some old abandoned roads will be used and others will have to be created. The road along the ridge top can be developed and maintained for fire protection. This road will serve as a potential fire break and when seeded act as linear wildlife habitat. It would also allow access for maintenance work on the proposed wildlife openings.

WATER

This project lies within compartment 9 which consists of 531 acres located on the western side near the southern end of Cabwaylingo State Forest. This area includes the headwaters of Bark Camp Branch. A considerable buffer will be provided to these streams during any forest management activity.

INSECTS AND DISEASE

Due to the species composition on this forest there is the potential for hemlock wooly adelgid, beech bark disease and gypsy moth defoliation some time in the future. Currently none of these pests have been found this far west in this state.

WILDLIFE

The area lacks diversity of wildlife habitat. The proposed cultural treatments and the creation of wildlife opening will help address some of those concerns. The proposed seed tree cuts will provide early successional habitat which is scarce on the Forest. This type of habitat is very beneficial for deer, turkey and songbirds, because of the increase in browse, insects and cover. The majority of species that are experiencing population decline are dependent on early successional habitat.

RECREATION & AESTHETICS

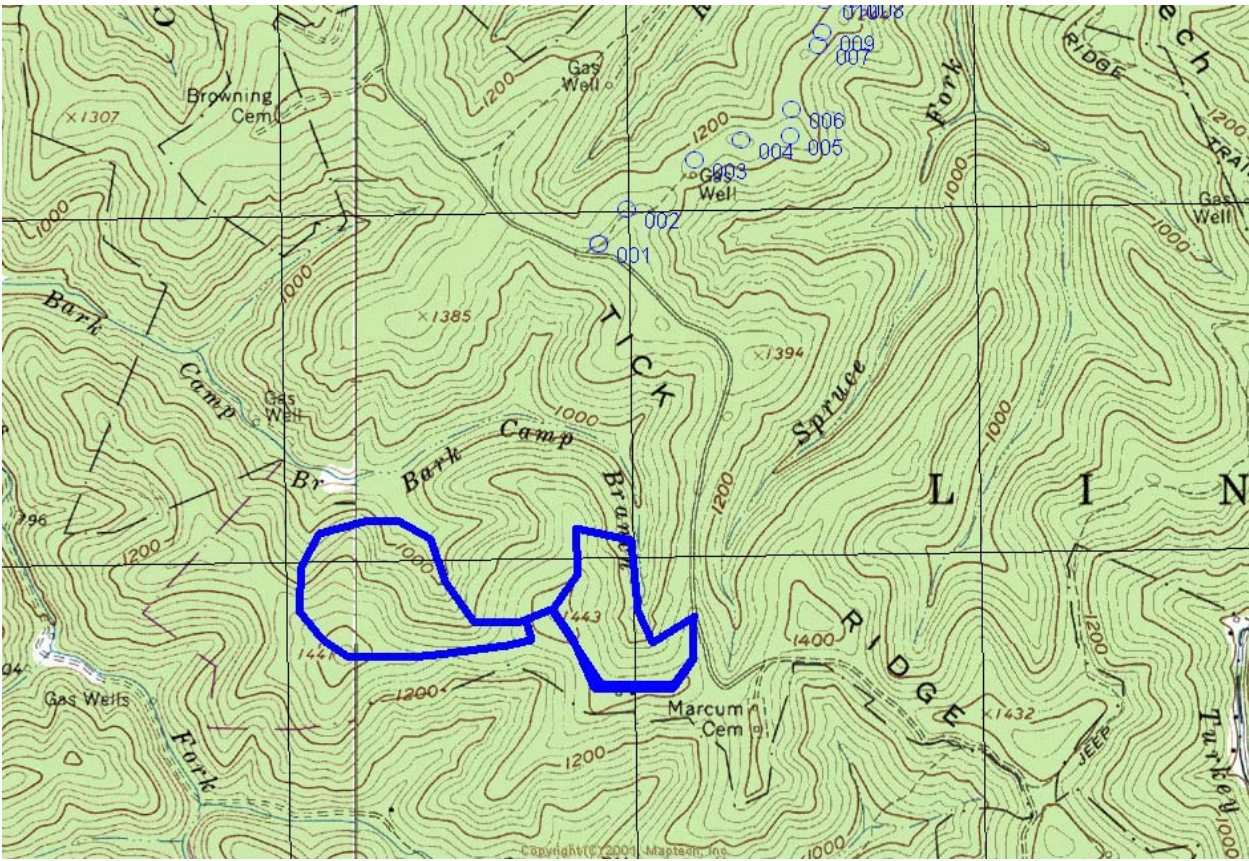
More diverse wildlife habitat will increase opportunities for hunting and wildlife watching. The expansion of roads throughout the property will provide more places to hike, bike and ride horses. The dirt road on the ridge has not been maintained for years. There are trees growing in it and down across this trail. This trail could be re-opened and maintained provided there is interest, manpower and the financial backing necessary. The area proposed for harvest is not easily viewed from any major roads, therefore not considered to have a major impact on aesthetics.

RARE, THREATENED & ENDANGERED SPECIES

A survey was conducted in July of 2008 to determine if the endangered Indiana bat is in the area. No Indiana bats were found during this survey which followed the protocol and survey plan as approved by the US Fish and Wildlife Service. The Natural Heritage database was queried for rare, threatened and endangered species. There were no records of any species of concern or those with greater levels of protection found in the database.

INVASIVE SPECIES

Tree of Heaven and Japanese stilt grass were noticed during the survey. All practical measures will be taken to limit the spread of these invasive species in this project area.



Estimated Volume

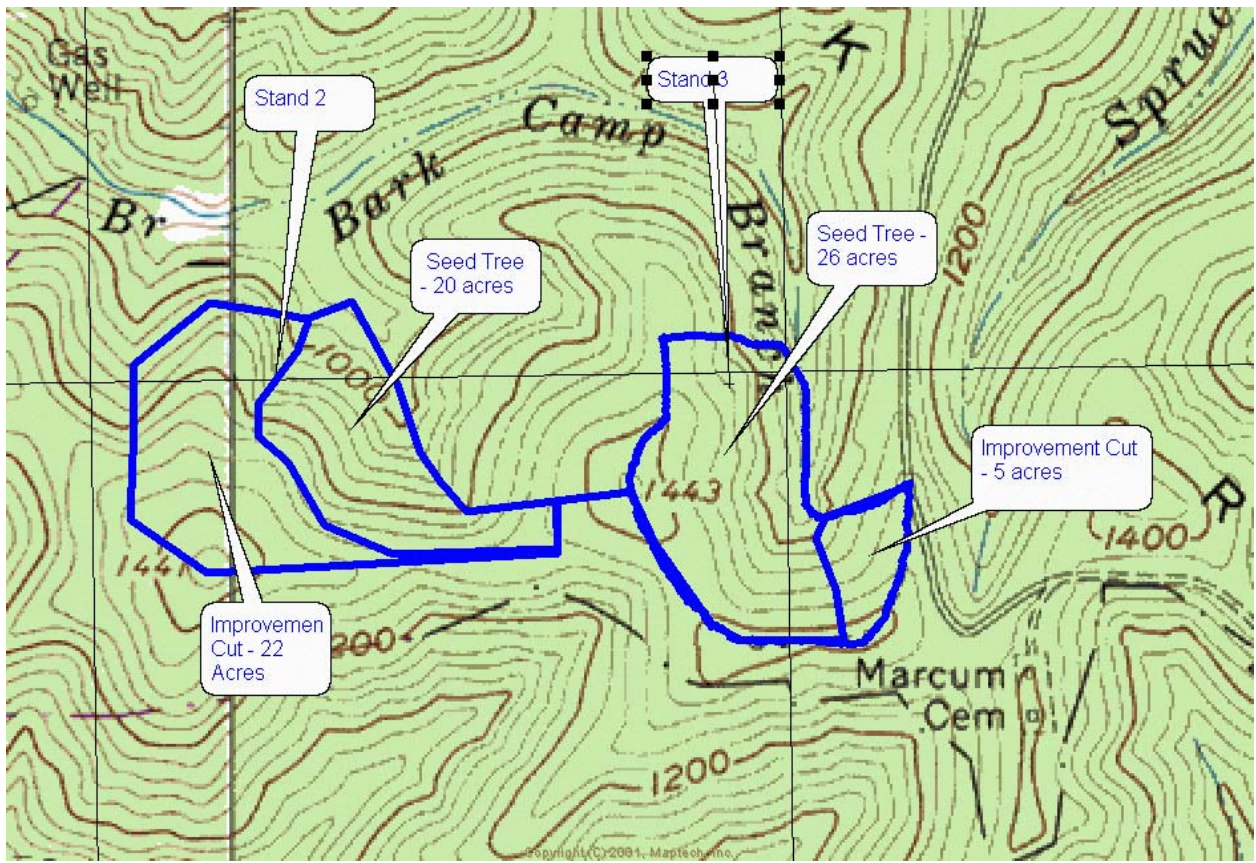
Stand 2

| | | | |
|-----------------------|-----------------------|---|---------|
| Seed Tree w/ reserves | 20 Acres @ 9 mbf/acre | = | 180,000 |
| Improvement Cut | 22 Acres @ 3 mbf/acre | = | 66,000 |

Stand 3

| | | | |
|-----------------------|------------------------|---|---------------|
| Seed Tree w/ reserves | 26 Acres @ 12 mbf/acre | = | 312,000 |
| Improvement Cut | 5 Acres @ 3 mbf/acre | = | <u>15,000</u> |

TOTALS = 573,000



MARKING GUIDELINES
BARK CAMP SALE – CABWAYLINGO STATE FOREST

Leave at least one den trees per acre. It is preferably that they be oak trees.

Leave a 30 foot buffer around spring seeps.

STAND 2

1. Seed Tree with reserve (20 acres)

- A. Seed trees should be 100 to 120 feet apart and marked with a red band. This will leave 3 to 4 trees per acre.
- B. Seed trees shall be Poplar, Oaks, Cherry and Walnut.
- C. Trees to be left should be:
 - 1. 12 to 16 inches DBH
 - 2. High quality, straight stems, with little or no defects.
 - 3. Species to be left in the following order: Yellow Poplar, Cherry, Red Oak, White Oak, Black Oak, Chestnut Oak, Basswood, and Cucumber tree.
 - 4. Culls and den trees of the above species are acceptable if you can determine if the defect is from fire or lightning and still meet second standards above.
- D. All woody stems 4 inches in DBH and up will be felled.

2. Improvement Cut (22 acres)

- A. Remove a BA/ac 12”+ of 30. Leave a BA/ac 12”+ of 60
- B. Use the Group Selection method as much as possible. Preferably these groups (1/2 to 2 acres in size) will be scattered throughout the stand

MARK for removal:

All trees 12” to 22” that are:

- 1) That cannot be avoided in related harvesting
- 2) Undesirable species (maples and beech)
- 3) Damaged or diseased trees
- 4) Low vigor trees- won't survive another 10 years
- 5) Culls or near culls

Try to leave the dominant, vigorous trees of desirable species

All trees 24” and up

- 1) Undesirables species
- 2) Spacing, residual BA and quality of leave trees will be the guide

STAND 3

1. Seed Tree with reserve (26 acres)

- A. Seed trees should be 60 to 75 feet apart and marked with a red band. This will leave 8 to 12 trees per acre.
- B. Seed trees shall be Poplar, Oaks, Cherry and Walnut.
- C. Trees to be left should be:
 - 5. 12 to 16 inches DBH
 - 6. High quality, straight stems, with little or no defects.
 - 7. Species to be left in the following order: Yellow Poplar, Cherry, Red Oak, White Oak, Black Oak, Chestnut Oak, Basswood, and Cucumbertree.
 - 8. Culls and den trees of the above species are acceptable if you can determine if the defect is from fire or lightning and still meet second standards above.
- D. All woody stems 4 inches in DBH and up will be felled.

2. Improvement Cut (5 acres)

B. Remove a BA/ac 12"+ of 43. Leave a BA/ac 12"+ of 87

B. Use the Group Selection method as much as possible. Preferably these groups (1/2 to 2 acres in size) will be scattered throughout the stand

MARK for removal:

All trees 12" to 22" that are:

- 1) That cannot be avoided in related harvesting
- 2) Undesirable species (maples and beech)
- 3) Damaged or diseased trees
- 4) Low vigor trees- won't survive another 10 years
- 5) Culls or near culls

Try to leave the dominant, vigorous trees of desirable species

All trees 24" and up

- 1) Undesirables species
- 2) Spacing, residual BA and quality of leave trees will be the guide

WEST VIRGINIA DIVISION OF FORESTRY

TIMBER SALE PROSPECTUS

SWEETWATER/LONG BRANCH

CABWAYLINGO STATE FOREST

1. **INTRODUCTION.** This Prospectus is to furnish sufficient information, in addition to that contained in the published advertisement, to enable prospective bidders to decide whether further investigation is warranted. Detailed conditions of the sale are contained in the sample contract. The sale area and sample contract should be inspected before submitting a bid. The sample contract is available for inspection and full information on the timber, conditions of sale and bidding may be obtained from the West Virginia Division of Forestry offices listed below:

Barbara Breshock @

West Virginia Division of Forestry, 330 Harper Park Drive, Suite J, Beckley, WV 25801

Phone Number: 304-256-6775

Cell Phone Number 304-932-7105

Fax Number: 304-256-6770

Email Address: Barbara.A.Breshock@wv.gov

OR

Eric Jarrell @

West Virginia Division of Forestry, #1 McCown Circle, Charleston, WV 25313

Phone Number: 304-766-2899

Cell Phone Number 304-380-6177

2. **LOCATION AND AREA.** The **135** acre sale area is situated on the eastern portion of Cabwaylingo State Forest along the ridge separating the Right Fork of Sweetwater Branch from Long Branch. This ridge runs in a southeast to northwest direction. The sale area is located in Wayne County. Please examine the enclosed maps.
3. **DESCRIPTION OF TIMBER.** The marked timber is composed of approximately 1,065 thousand board feet (MBF). This timber is divided into four cutting units designated by a yellow band painted around the unit boundary trees. There are four small clear cut areas, two in unit three (2.5 & 1.1 acres) and two in unit four (1.3 & 1.4 acres). These areas are designated by a blue band painted around the boundary trees. Stump removal will be required in these small clear cuts so they can be established as wildlife food plots and be maintained by mowing. There are some slightly larger clear cut areas, one in unit one (6 acres) and one in unit two (5.6 acres). These areas will be allowed to grow back for some early successional habitat.
4. **VOLUMES.** **The volumes shown are to be accepted as final for the sale but are not guaranteed.** Marked trees have been estimated by measuring tree diameter at breast height (DBH), estimating merchantable height and applying **International 1/4 Inch volume tables** (Form Class 78). These tables are on file at the above mentioned offices. Deduction was made for defect. **All prospective bidders are urged to examine this timber and to make their own estimate of quantity and quality.**

5. SPECIES BREAKDOWN.

| <u>Species</u> | <u>Estimated Volume MBF</u> | <u>Minimum Acceptable Bid Rate Per MBF</u> |
|-------------------------------------|-------------------------------------|--|
| Yellow Poplar | 338.532 | \$80.00 |
| Black Oak | 178.498 | \$80.00 |
| Red Oak | 151.444 | \$150.00 |
| White Oak | 125.321 | \$110.00 |
| Chestnut Oak | 81.147 | \$70.00 |
| Scarlet Oak | 55.908 | \$80.00 |
| Hickory | 44.762 | \$75.00 |
| Cucumber | 18.093 | \$80.00 |
| Basswood | 17.283 | \$80.00 |
| Hemlock | 13.525 | \$50.00 |
| White Ash | 9.290 | \$80.00 |
| Beech | 8.419 | \$50.00 |
| Black Walnut | 7.318 | \$225.00 |
| Sugar Maple | 5.070 | \$75.00 |
| Red Maple | 4.556 | \$75.00 |
| Black Birch | 2.122 | \$50.00 |
| Black Gum | 1.840 | \$50.00 |
| Sycamore | 1.027 | \$50.00 |
| Virginia Pine | 0.753 | \$50.00 |
| <u>Total Volume (MBF)</u> | <u>1,064.908</u> | |
| <u>Total Minimum Acceptable Bid</u> | | <u>\$98,700.47</u> |

6. RATES. The minimum acceptable bid rates are based upon approved pricing and appraisal procedures which include reasonable estimates of the costs for production, manufacture, stump removal and rough grading on 6.3 acres and reclamation of the sale. **Bids must be submitted with a price by species not to be below the minimum for that species.**

7. DESIGNATION OF TREES TO BE REMOVED. Trees to be cut are designated with orange paint marks at breast height on both the uphill and downhill sides. There is an additional paint mark at ground level. An orange slash on the tree in addition to the spot designates a deduction was made for the defect. Just because a tree does not have a slash, does not mean a deduction for defect was not made. An orange "X" indicates a cull tree. **The purchaser must fell all designated trees with the exception of cull beech that have been treated with herbicide.** Cull beech will be treated in May with herbicides to kill these stems via the hack and squirt method. These trees will be identified by having hatchet cuts in the stem or the root collar of those trees with significant stem rot. The logger will have the option to salvage what ever volume maybe in these trees or leave them alone. Trees with a red band painted around them are designated leave trees. Every effort should be made to avoid damaging the leave trees during the harvest operation.

8. METHOD OF SCALING. The contract and payment will be based on results of individual tree scale as outlined in Section No. 4.
9. ROADS. This harvest will use an existing haul road. All roads and skid trails necessary to log this area will be approved by the Forester-in-Charge prior to construction. Skid road intervals will be approximately 300 feet. All roads and skid trails will conform to State Forest Log Road Standards.

The Purchaser is responsible for the maintenance of all haul roads and skid trails used by the Purchaser (or Logging Contractor) and will be controlled by the West Virginia Division of Forestry during the period of the sale.

10. OTHER CONDITIONS OF THE SALE. All cutting will continue in a progressive manner. The purchaser will be required to do erosion control work on all roads, landings, skid trails and other high hazard areas. This work will include the application of lime, fertilizer, grass and legume seed on all disturbed areas in a manner approved by the WV Division of Forestry. Straw mulch or hydro seeding is required on the landings. The Division of Forestry will be responsible for the seeding of the wildlife food plots.

The Division of Forestry will purchase the stone necessary for this harvest operation.

Allowance for environmental work, stump removal and rough grading of the food plots has been included in the appraisal procedure. Before the sale is made, the Purchaser may be required to show proof of equipment and resources to enable performance of terms of the contract.

11. PERIOD OF CONTRACT. Completion of the sale is to be within twenty-four (24) months from the date of the contract signing. Extension of time may be granted at the discretion of the West Virginia Division of Forestry.
12. PAYMENTS. Payments for stumpage and related charges will be required in advance of cutting unless an acceptable payment bond is provided to permit cutting in advance of payments.
13. PERFORMANCE BOND. A performance bond or letter of credit will be required for 25% of the total bid price.
14. BIDDING. This is a sealed bid sale. Sealed bids for this timber will be opened **May 21, 2009** at the **Region 3 office in Milton at 1:00 p.m.** at which time all bids will be publicly posted. **If desired, sealed bids for this timber can be hand delivered to the Region 3 office located at 878 East Main Street (rear), Milton or mailed in the enclosed bid envelope, on or prior to May 21 at 1:00 p.m. office phone number: 304-743-6186.** Bids must be submitted on prepared forms which may be obtained at the above mentioned West Virginia Division of Forestry offices located in Beckley and Charleston. **Bid by species cannot be less than those shown in Section 5 of this prospectus.** Because some companies do not want their price by species publicly posted, you are only required to submit a single bid for all products offered. **However, before the contract is signed, the successful bidder must submit to the seller a price by species list which is not to be less than those shown in Section 5 of this prospectus.** **A bid guarantee in the amount of ten (10) percent of the bid price must be included with the bid.** The successful bidder's bid guarantee will be applied to the first cutting unit. All money submitted by unsuccessful bidders will be promptly returned.

The West Virginia Division of Forestry reserves the right to reject any and all bids.

15. When the successful bidder is so advised, **an executed contract and performance bond** covering the sale must be received by the West Virginia Division of Forestry **within 30 days.** Failure to return an executed contract and furnish a satisfactory performance bond within the 30-day period following receipt of notification of the sale award shall be treated as a breach of the contract and the bid guarantee will be retained by the State as liquidated damage and the bid can be rejected.

16. **“Show Me Tour” - A conducted inspection of the sale area and a review of the sale contract will be held at 10:00 a.m. on Thursday, April 30, 2009.** All persons interested in this “Show Me Tour” should meet at the Cabwaylingo Forest Office (see enclosed maps). Further information about the inspection and sale can be obtained from the West Virginia Division of Forestry, telephone numbers 304-256-6775 or 304-766-2899.

CABWAYLINGO STATE FOREST
TOTAL VOLUME TABLE (International 1/4 inch Tree Scale - FC 78)
SWEETWATER - RIGHT FORK

| SIZE CLASS | | SPECIES | | | | | | | | | | | | | | TOTAL | |
|------------|---------|----------------|---------|----------------|---------|----------------|---------|----------------|---------|----------------|---------|--------------------------|---------|----------------|--|---------|----------------|
| DBH Inches | # Trees | Red Oak | | Black Oak | | White Oak | | Chestnut Oak | | Scarlet Oak | | Yellow Poplar & Cucumber | | Basswood | | # Trees | Volume Bd. Ft. |
| | | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | | | |
| 12 | 3 | 168 | 7 | 392 | 17 | 952 | 26 | 1510 | 27 | 1584 | 33 | 2154 | 8 | 466 | | | |
| 14 | 4 | 339 | 17 | 1596 | 33 | 3141 | 30 | 2745 | 31 | 2877 | 52 | 6537 | 7 | 735 | | | |
| 16-18 | 27 | 6124 | 76 | 14524 | 110 | 20679 | 93 | 17705 | 96 | 16453 | 229 | 62837 | 21 | 4285 | | | |
| 20-22 | 54 | 20515 | 133 | 45644 | 141 | 48153 | 98 | 30895 | 60 | 18096 | 200 | 94888 | 19 | 7044 | | | |
| 24-26 | 69 | 39286 | 105 | 53059 | 74 | 36956 | 53 | 23424 | 22 | 8895 | 131 | 91469 | 8 | 4753 | | | |
| 28-30 | 41 | 33427 | 47 | 32458 | 19 | 11973 | 7 | 3236 | 10 | 6674 | 69 | 69805 | 0 | 0 | | | |
| OVER 30 | 44 | 51585 | 32 | 30825 | 4 | 3467 | 2 | 1632 | 1 | 1329 | 19 | 28935 | 0 | 0 | | | |
| CULLS | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | | | | |
| TOTAL | 242 | 151444 | 417 | 178498 | 398 | 125321 | 309 | 81147 | 247 | 55908 | 733 | 356625 | 63 | 17283 | | | |
| SIZE CLASS | | SPECIES | | | | | | | | | | | | | | TOTAL | |
| DBH Inches | # Trees | Hemlock | | Red Maple | | Sugar Maple | | White Ash | | Black Walnut | | Hickory | | Miscellaneous | | # Trees | Volume Bd. Ft. |
| | | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | # Trees | Volume Bd. Ft. | | | |
| 12 | 9 | 504 | 13 | 746 | 13 | 746 | 1 | 56 | 0 | 0 | 6 | 336 | 13 | 728 | | | |
| 14 | 5 | 417 | 9 | 810 | 8 | 786 | 3 | 234 | 0 | 0 | 13 | 1149 | 8 | 759 | | | |
| 16-18 | 10 | 1749 | 9 | 1579 | 5 | 1014 | 4 | 576 | 9 | 1696 | 55 | 10960 | 18 | 2990 | | | |
| 20-22 | 5 | 2068 | 3 | 816 | 3 | 931 | 7 | 2066 | 7 | 2637 | 42 | 13102 | 10 | 3404 | | | |
| 24-26 | 3 | 2129 | 1 | 605 | 1 | 605 | 4 | 1357 | 3 | 1651 | 20 | 10259 | 9 | 3291 | | | |
| 28-30 | 3 | 3531 | 0 | 0 | 0 | 0 | 5 | 3403 | 2 | 1334 | 7 | 5515 | 3 | 2468 | | | |
| OVER 30 | 2 | 3127 | 0 | 0 | 1 | 988 | 1 | 1598 | 0 | 0 | 3 | 3441 | 1 | 521 | | | |
| CULLS | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | | 0 | | | | |
| TOTAL | 37 | 13525 | 35 | 4556 | 31 | 5070 | 25 | 9290 | 21 | 7318 | 146 | 44762 | 62 | 14161 | | | |

BID FOR TIMBER
West Virginia Division of Forestry
Cabwaylingo State Forest
Bark Camp Branch Harvest

| BID BY SPECIES | | | |
|-----------------------------------|----------------|----------------|---------------------------------|
| Estimated Volume (Bd. Ft.) | Species | Product | Bid Price Per Unit (MBF) |
| 406,393 | Yellow Poplar | Sawtimber | |
| 24,124 | Red Oak | Sawtimber | |
| 21,693 | Chestnut Oak | Sawtimber | |
| 6,092 | White Oak | Sawtimber | |
| 2,671 | Black Oak | Sawtimber | |
| 22,684 | Red Maple | Sawtimber | |
| 16,610 | Sugar Maple | Sawtimber | |
| 18,796 | White Ash | Sawtimber | |
| 16,517 | Basswood | Sawtimber | |
| 12,280 | Cucumber | Sawtimber | |
| 9,316 | Hickory | Sawtimber | |
| 3,248 | Black Walnut | Sawtimber | |
| 2,233 | Black Cherry | Sawtimber | |
| 3,886 | Misc.* | Sawtimber | |

*black gum, elm, beech, sassafras, scarlet oak, hackberry, black birch

Total Minimum Acceptable Bid -- **\$65,135.96**

Bid Date: **March 31, 2010**

BID FOR TOTAL DESIGNATED AMOUNT

My total bid for the **566,543 board feet of sawtimber** is:

\$ _____.

Date: _____

 Company Name

 Phone Number

Address

 Timber buyers license number

 Signature of Bidder and Title

ALL BIDDERS MUST HAVE A VALID WV TIMBER BUYERS LICENSE AT THE TIME OF THE BID OPENING.

THIS SALE IS BASED ON VOLUMES IN INTERNATIONAL 1/4" SCALE, A DOYLE SCALE CRUISE SHEET IS ENCLOSED FOR INFORMATIONAL PURPOSES ONLY.

WV DIVISION OF FORESTRY TIMBER FOR SALE
BARK CAMP BRANCH HARVEST

The WV Division of Forestry is offering for sale the following marked timber located in Wayne County on 73 acres of Cabwaylingo State Forest situated near Dunlow, WV:

| | |
|-------------------------|--------------------|
| YELLOW POPLAR | 406.393 MBF |
| RED OAK | 24.124 MBF |
| CHESTNUT OAK | 21.693 MBF |
| WHITE OAK | 6.092 MBF |
| BLACK OAK | 2.671 MBF |
| RED MAPLE | 22.684 MBF |
| SUGAR MAPLE | 16.610MBF |
| WHITE ASH | 18.796 MBF |
| BASSWOOD | 16.517 MBF |
| CUCUMBER | 12.280 MBF |
| HICKORY | 9.316 MBF |
| BLACK WALNUT | 3.248 MBF |
| CHERRY | 2.233 MBF |
| MISCELLANEOUS | 3.886 MBF |
| TOTAL BOARD FEET | 566.543 MBF |

Sealed bids will be received up to 1:00 p.m. on Wednesday, March 31, 2010.

A bid guarantee of ten (10%) percent of the total bid price must accompany the bid and will be returned to the unsuccessful bidders.

Bids must be submitted by species on the bid form contained in the informational packet.

Minimum acceptable bid shall be **\$65,135.96**

A conducted inspection of the sale area will be held at **10:00 a.m. on Tuesday, March 16, 2010** beginning at the Cabwaylingo State Forest office.

All timber buyers must have a current West Virginia Timber Buyer's License.

Full information concerning the timber, conditions of sale and submission of bid can be obtained from the WV Division of Forestry, offices at 330 Harper Park Drive, Suite J, Beckley, WV 25801, telephone; 304-256-6775, email address Barbara.A.Breshock@wv.gov or #1 McCown Circle, Charleston, WV 25313, telephone; 304-766-2899.

Contract Number SF _____
Forest Sale Number _____

WEST VIRGINIA DIVISION OF FORESTRY
TREE ESTIMATE TIMBER SALE CONTRACT

This **CONTRACT**, dated this ____ day of _____, 20__, between the **WEST VIRGINIA DIVISION OF FORESTRY**, party of the first part, hereinafter called the "Division" and _____, party of the second part, hereinafter called the "Buyer", with principal place of business at _____, WV, _____.

WITNESSETH THAT: In consideration of the premises hereof and in accordance with the authority contained in Chapter 19-1A-3 and Chapter 20, Article 1, Section 7 of the Code of West Virginia as amended, the Division hereby agrees to sell and the Buyer hereby agrees to purchase the timber stumpage hereinafter identified and described, subject to all of the terms and conditions of this contract.

1. AREA AND LOCATION

This sale area, which comprises ____ acres located in the _____ State Forest, _____ Magisterial District, _____ County, is shown on Sketch (Exhibit A) attached hereto and made a part hereof.

2. STATE FOREST BOUNDARIES

(a) State Forest boundary trees with the customary blazes and blue paint above stump height must not be felled.

3. DURATION OF CONTRACT AND OCCUPANCY OF THE SALE AREA

(a) This contract shall expire on _____. The Buyer's contractual obligations must be fully performed before the expiration date hereof.

(b) Buyer shall not occupy the sale area or other State Forest land for any purpose whatsoever in connection with this contract before a copy of this contract signed and sealed by the Division has been delivered to the Buyer.

4. VOLUME AND PRICE BID PER MBF/BY SPECIES

| <u>Species</u> | <u>M Board Feet</u> | <u>Bid Price Per MBF</u> | Estimated Net Volume |
|----------------|---------------------|--------------------------|--------------------------------------|
| | | | (International Tree Scale 1/4" Rule) |
| | | | <u>Total Bid Price</u> |

5. VOLUME, NUMBER OF TREES AND AMOUNT DUE BY CUTTING BLOCKS

| <u>Cutting Block Number</u> | <u>Number of Trees</u> | <u>Estimated Net Volume</u> | <u>Amount</u> |
|-----------------------------|------------------------|--------------------------------|---------------|
| | | | |
| | | <u>(Board Feet & tons)</u> | <u>Due</u> |

6. VOLUME COMPUTATION AND ADJUSTMENTS

(a) The estimated volumes which appear under Sections 4 and 5 of this contract were computed using International 1/4 inch Kerf tree scale volume tables. Allowance was made for defect. Additional volumes required for this sale shall be computed by the same volume tables. Stumpage rates established in Section 4, shall apply throughout this contract unless otherwise stated.

(b) The Division's estimates of volume are not guaranteed. No volume adjustments will be made.

7. PAYMENTS

(a) When contract, upon execution by the Buyer, is returned to the State Lands Manager, it shall be accompanied by a performance bond or letter of credit in the amount set forth in Section 30 and a certified or cashier's check or money order for the full amount due, as indicated below.

| | 10% bid guarantee was submitted with bid, balance due for first cutting unit prior to initiation of logging operations.

| | Lump sum payment for the entire amount due.

| | Full payment for the marked and/or designated timber on cutting block(s) where the Buyer will start logging operations.
(The 10% bid guarantee will be credited towards the payment of the first cutting unit.)

(b) Before logging operations may be started on any of the remaining cutting units, the marked and/or designated timber on the unit must be paid for in full.

(c) Should the Buyer start logging operations on any cutting unit before having made payment in full for said cutting unit, the State Lands Manager shall, in writing, immediately suspend operations on all cutting units until said cutting unit has been paid in full.

(d) Check or money order for payments required by this contract shall be made payable to the West Virginia Division of Forestry and shall be forwarded by the Buyer to the State Lands Manager located at 330 Harper Park Drive, Suite J, Beckley, WV 25801.

8. TITLE TO TIMBER

(a) The title to all marked and/or designated timber stumpage shall remain with the Division until it has been paid for by the Buyer as herein provided.

(b) The title to all standing or felled timber which the Buyer has paid for and which remains on State Forest lands after the termination or expiration date of this contract shall revert to the Division.

9. RISK OF LOSS OF TIMBER AFTER PAYMENT

This risk of loss from any cause whatsoever of any marked and/or designated timber after payment for same by the Buyer shall rest with the Buyer.

10. TIMBER DAMAGE

(a) The Buyer shall do everything which, in the opinion of the Forester in Charge, is practicable to prevent damage or injury to trees which the Buyer must leave standing.

(b) The Buyer shall pay the Division his bid stumpage price, by species, and at the following rate as determined by the Forester in Charge for damaged trees. Volume to be determined by the Forester in Charge. Should damage occur to tree species not covered by Bid Stumpage Price, the Forester in Charge shall establish payment rates.

- (1) Three times the stumpage value for damage to all merchantable trees and One Dollar (\$1.00) for damage to each unmerchantable tree when said damage, in the opinion of the Forester in Charge, is the result of the carelessness or negligence of the Buyer.
- (2) The stumpage value for damage to all merchantable trees when said damage, in the opinion of the Forester in Charge, is not the result of the carelessness or negligence of the Buyer.

(c) The Forester in Charge may restrict or prohibit the further use of any equipment when, in his opinion, damage to unmarked trees by equipment becomes excessive.

(d) The Buyer will be invoiced by the State Lands Manager for damaged trees which either must be left standing or felled, as required by the Forester in Charge. All damaged trees required to be felled may be utilized by the Buyer.

11. TREES MARKED AND DESIGNATED BY DIVISION

(a) The Buyer must fell or girdle the following trees before moving from one cutting unit to another:

- (1) All trees marked above stump height with a spot or slash of orange paint and below stump height with a spot of orange paint.
- (2) All cull trees marked with the letter "X" above stump height with orange paint and marked below stump height with a spot of orange paint. The Buyer may utilize said cull trees without charge.

12. LOGGING

(a) The Buyer shall notify the Forester in Charge prior to the start of haul road construction or improvement and prior to the start of logging operations so he may be present on each occasion.

(b) The plan and method of logging operations on each cutting block shall be approved by the Forester in Charge.

(c) Rubber tired skidder and crawler tractor combination shall be used in order to keep skid road construction to a minimum.

(d) The order of cutting of blocks -- must proceed in the following order unless modified, in writing, by the State Lands Manager.

(e) Logging operations, including cleanup, must be completed to the satisfaction of the Forester in Charge on one cutting block before logging operations may be started on another cutting block unless modified, in writing, by the State Lands Manager. The Buyer shall not start logging operation on a new cutting block until permission, in writing, has been received from the State lands Manager. Insofar as practicable, all phases of logging shall keep pace with one another and proceed with reasonable diligence.

(f) All trees bent or held down by felled trees shall be released promptly. Broken trees (snags) shall be felled before leaving the area.

(g) No trees shall be left lodged in the process of felling. Unmarked trees which must be cut in order to release lodged trees must not be skidded from where it is felled before they have been scaled by the Forester in Charge.

(h) No stump shall exceed 12 inches in height, measured on the side next to the highest ground, or no higher than the diameter of stump, whichever is smaller.

(i) Each tree shall be felled away from live or dry drainage channels when such is practicable.

(j) Avoid felling trees in or near hiking trails.

(k) No State Forest boundary line tree, witness tree or corner tree shall be removed, altered, mutilated or destroyed.

(l) Skidding on or across improved State Forest roads or public highways is prohibited.

(m) Hauling or skidding or placing fills or other obstructions in live or intermittent streams are prohibited. Skidding across live or intermittent streams is prohibited except over bridges, culverts or fords that are approved by the Forester in Charge. Hauling across live or intermittent streams is permissible over bridges, culverts or fords that are approved by the Forester in Charge. Fords are prohibited on all sale areas which are located on the watershed of a municipality, institution or domestic water supply.

(n) The Buyer shall not haul or skid on or across any right-of-way located on State Forest land without the written approval of the owner or lessee of the right-of-way. The Buyer shall, in advance of such hauling or skidding, furnish the State Lands Manager with a copy of said approval secured from each right-of-way of the lessee.

(o) All transmission lines, pipelines, fences and other improvements adjoining or crossing the sale area shall be protected as far as practicable by the Buyer. The Buyer shall be liable for all damages which the owner of any of said improvements suffers directly or indirectly as the result of the action of the Buyer.

13. DISPOSAL OF TOPS AND SLASH

(a) The term "tops" as used in this contract refers to that part of a felled tree which is left beyond the top merchantable portion of the tree. The term "slash" as used in this contract means all debris resulting from logging operations including stems, limbs and parts thereof.

(b) No tops or slash shall be left on any transmission or pipeline right-of-way, private land, live stream courses or area to be seeded.

(c) No tops or slash shall be left within 100 feet of buildings, campsites or officially designated picnic areas, vistas or forest monuments.

(d) No tops or slash shall be left within a strip ___ feet in width, measured from edge of wildlife openings, along designated State Forest roads, public roads or within ___ feet of any dam or lake edge. Within an adjacent ___ foot strip, all tops and slash shall be lopped and scattered so as to lie within _ feet of the ground.

(e) No tops or slash shall be left within a strip _ feet in width along any State Forest boundary.

(f) No tops or slash shall be left within a strip ___ feet in width on either side of any designated hiking trail.

(g) Tops and slash within a strip ___ feet in width, measured from edge of right-of-way, along truck roads, and _ feet in width from road edge along skid roads shall be lopped and scattered so as to lie within _ feet of the ground.

(h) No tops or slash shall be left piled against living trees which, in the judgment of the Forester in Charge, are required for the future timber stand.

(i) In no instance, shall disposal of tops and slash be allowed to fall behind cutting. However, when the depth of snow or other conditions make such disposal impracticable, the Forester in Charge may grant the Buyer permission, in writing, to postpone disposal.

(j) Only the Buyer or his Agent shall remove firewood from the sale area while this contract is in force.

14. STRUCTURES, IMPROVEMENTS AND EQUIPMENT

(a) With the following exceptions, the Buyer is authorized to build structures, make improvements and install equipment on State Forest land which shall be used only for logging.

(b) Structures shall be built, improvements made and equipment installed only at locations designated on the ground by the Forester in Charge.

(c) The Buyer shall remove from State Forest land or otherwise dispose of in a manner which meets with the approval of the Forester in Charge, all said structures, improvements and equipment, including debris, rubbish, etc., prior to termination of this contract. Should the Buyer fail to remove or dispose of said structures, improvements and equipment, the Division may either assume title to said structures, improvements and equipment by giving the Buyer written notice or may have said structures, improvements and equipment removed at the expense of the Buyer.

(d) The Buyer shall pay the Division the net stumpage value, as determined by the Forester in Charge, for all merchantable unmarked and/or undesignated trees, which the Buyer must remove in order to make way for structures, improvements and equipment. Said trees will be marked by the Forester in Charge above and below stump height with yellow paint. The State Lands Manager will invoice the Buyer for said merchantable trees which shall become the property of the Buyer.

15. HAUL AND SKID ROADS AND SKID TRAILS

(a) In order to limit the spread of invasive species on State Forest property, the following practice is required. **Prior to moving any off-road equipment onto the state forest, this equipment will be cleaned of seeds, soil, vegetative matter and debris that could contain or hold seeds.** This same equipment may need to be cleaned again prior to moving from one location on the forest to another. The Forester in Charge will make that determination on a case by case basis.

(b) The Buyer shall construct main haul roads and improve existing haul roads, including the installation of bridges, culverts and stream crossings and fords, as marked on the ground and shown in State Forest Standards for Logging Roads and Skid Trails. Said haul roads, any additional main haul road approved by the Forester in Charge, spur haul roads, skid roads and skid trails required for the operation of this sale shall be constructed or improved, maintained and abandoned by the Buyer at his own expense in accordance with haul road, skid road and skid trail specifications and sketches contained in State Forest Standards for Logging Roads and Skid Trails attached hereto and made a part of this contract. All timber shall be removed from haul and skid road right-of-way before final excavation begins.

(c) Haul roads may be constructed through cutting blocks of which payment has not been made. The Buyer shall pay the Division the stumpage value as determined by the Forester in Charge for all unmarked merchantable timber removed from said cutting blocks for rights-of-way. Said trees will be marked by the Forester in Charge above and below stump height with yellow paint. The State Lands Manager will invoice Buyer for said merchantable trees which will become the property of the Buyer.

(d) All material used by the Buyer in the construction or improvement of haul roads, skid roads and skid trails shall become or remain the property of the Division, except as noted by the Forester in Charge.

(e) With the following exceptions, the Buyer may use all State Forest roads which lead into or which are within the sale area:

(f) The use of State Forest roads by the Buyer must not prevent or interfere with the customary use of said roads by the Division and the public. State Forest roads must be kept passable at all times.

(g) The Buyer shall remove immediately from State Forest roads all trees, logs, tops, slash, brush or debris resulting from this timber operation.

(h) The Buyer shall repair immediately, in a manner which meets with the approval of the Forester in Charge, any damage to State Forest roads resulting from their use for this timber operation, general wear and tear excepted.

(i) The Forester in Charge may notify the Buyer in writing to temporarily discontinue use of any of the above said roads whenever, in his opinion, such action is necessary to prevent serious damage.

(j) The Division does not guarantee the Buyer the use of any other public roads for this sale.

16. SANITATION AND STREAM POLLUTION

(a) The Buyer shall not permit human waste, refuse, manure, oil or any other substance harmful or destructive to human, aquatic or fish life to enter any spring, stream, water course, dam, pond or lake.

(b) Oil drained from equipment shall be placed in suitable containers and disposed of as directed by the Forester in Charge.

(c) Refuse shall be buried or otherwise disposed of as directed by the Forester in Charge.

(d) When, as a result of this logging operation, stream turbidity becomes excessive (exceeding 75 to 80 Jackson Turbidity Units), operations shall be halted until source of turbidity has been located and corrected.

17. FOREST FIRE PREVENTION AND CONTROL

(a) During the time this contract remains in force, the Buyer shall independently and in cooperation with the Division take all reasonable and practicable action to prevent and extinguish forest fires on or in the vicinity of the sale area and shall require his employees, contractors, and employees of contractors to do likewise.

(b) The Buyer shall maintain an adequate spark arrester on all tractors and power units.

(c) No refuse, brush, slash, debris or other material shall be burned without the written consent of the Forester in Charge.

(d) During periods of abnormal forest fire danger, the Forester in Charge may suspend all or part of operations on all or part of the sale until the forest fire danger subsides. Suspensions will be confirmed immediately, in writing, by the State Lands Manager.

(e) The Buyer shall act as Custodian for fire tools furnished by the Division and place said fire tools at such points in the logging area as the Forester in Charge shall designate.

18. PROTECTION OF ENDANGERED SPECIES

Every effort has been made to identify and locate endangered or protected species on the harvest area. If, at any time during the period of this contract, the Division determines that continued timber harvesting, logging operations or other actions taken by Buyer pursuant to this contract would likely jeopardize the continued existence of any endangered or protected species as defined by the Endangered Species Act, 16 U.S.C.A. § 1531 et seq., or result in the destruction or adverse modification of critical habitat for a protected species, the Division reserves the right to suspend all or any part of the operation on the sale area, including the removal of felled timber. Suspensions shall be no longer than _____ months. If the Division exercises its right to suspend operations under this section, Buyer shall have the right to extend the term of the contract for a period equal to the time of the suspension without paying the monthly charge as set forth in Section 30 of this contract. In lieu of temporary suspension, Buyer may request termination of the contract and reimbursement of payments made for timber or cutting blocks not yet harvested by Buyer at the time of termination.

In those circumstances where the Division believes the threat to an endangered or protected species cannot be eliminated or sufficiently mitigated by temporary suspension of the contract, the Division reserves the unconditional right to terminate the contract and prohibit any further action taken pursuant to its terms. Where the Division exercises this right of termination, Buyer will be reimbursed and refunded for any payment made on timber or cutting blocks that Buyer has not harvested at the time of termination.

If the operation is suspended all disturbed areas will be reclaimed prior to removal of equipment.

If the Buyer has expenses (such as road construction) over and above the value of the timber that has been removed, these expenses will be reimbursed based upon the costs determined in the appraisal process.

19. COMPLAINTS

Complaints of the Buyer arising from any action taken by the Forester in Charge under the Terms of this contract shall not be considered unless such complaints are made, in writing, to the Division within thirty (30) days following alleged unsatisfactory action.

20. SUSPENSION OF OPERATIONS AND TERMINATION OF CONTRACT

All or any part of the operations on the sale area, including the removal of felled timber, may be suspended upon written notice by the State Lands Manager if any condition or requirement contained in this contract is disregarded by the Buyer. Failure of the Buyer to comply with any one of said conditions or requirements, if persisted in, shall be sufficient cause for the termination of this contract by the Division. In the event of such termination, the Buyer shall be liable for any damages sustained by the Division arising from the Buyer's operations hereunder, and the Division may declare the Buyer ineligible to purchase State Forest timber.

21. RESERVATIONS

The Division reserves the right to use the lands subject to this timber sale contract for any or all purposes not incompatible with the rights herein granted.

22. INSPECTION OF RECORDS

All the Buyer's records pertaining to this contract shall be made available for inspection at any time by the Forester in Charge authorized by the Division to make such an inspection with the understanding that the information obtained is for Division use only and shall be treated as confidential.

23. LIQUIDATED DAMAGES

All damages collected by the Division under Section 10(b) of this contract shall be considered liquidated damages. Said liquidated damages shall not be construed as limiting any right or remedy which the State may have, including, but not limited to, claims for damages in excess of liquidated amount, and any provision for liquidated damages contained herein shall constitute a minimum claim for damages and shall be in addition to and not exclusive of any other remedy.

24. Forester in Charge DEFINED

The term "Forester in Charge" wherever used in this contract refers to the forester employed by the Division of Forestry in charge of this project and who has been designated by the State Lands Manager to supervise this harvest operation.

25. TREE GIRDLE DEFINED

An acceptable tree girdle must be two cuts of a chain saw, approximately four (4) inches apart and at least one inch deep, completely encircling the trunk and be as near as practicable to the ground.

26. ASSIGNMENT OF CONTRACT

This contract shall not be assigned in whole or in part without the advance written approval of the Division.

27. MODIFICATION OF CONTRACT

Unless specifically provided for in this contract, none of the terms of this contract shall be varied or modified without the written approval of the Division and the Buyer.

28. RIGHTS-OF-WAY OVER PRIVATE LAND

The Buyer shall secure and maintain at his own expense all necessary rights-of-way over private land.

29. INDEMNITY OF DIVISION

The Buyer shall at all times hereafter indemnify and save harmless the Division from and against any and all detriments, damages, losses, claims, demands, suits, costs and expenses not herein provided for which the Division may suffer, sustain or be subjected to, directly or indirectly, by reason of this timber sale.

30. PERFORMANCE DEPOSIT

(a) In order to secure the faithful performance of the conditions of this contract, the Buyer delivers herewith a corporate bond or other security approved by the Attorney General of the State of West Virginia for \$_____ and does further agree that said deposit upon failure on the part of the Buyer to fulfill all and singular the conditions and requirements herein set forth or made a part hereof, shall be retained by the Division to be applied to satisfy the Buyer's obligations assumed hereunder.

(b) The Buyer does further agree that should the sureties on said bond or other security hereafter in connection with the sale become unsatisfactory to the Attorney General, the Buyer will within thirty (30) days of receipt of demand furnish a new bond or other security with sureties solvent and satisfactory to the Attorney General. Operations on the sale area will be suspended by the State Lands Manager until a new bond or other security satisfactory to the Attorney General has been furnished by the Buyer.

31. EXTENSION OF EXPIRATION DATE OF CONTRACT

The expiration date of this contract may be extended at the discretion of the Division on the basis of actual need due to conditions which have developed beyond the control of the Buyer. A monthly charge of two (2) percent of the value of all cutting blocks which have not been released by the Forester in Charge at the time extension is requested will be made for the first 3-month extension and a monthly charge of five (5) percent for each additional 3-month extension granted by the Division. If the sale is completed before the end of the extension period, no refund of charge for extension will be made. The Buyer must make payment in full for each extension by certified or cashier's check payable to the West Virginia Division of Forestry when his request for extension is transmitted to the State Lands Manager.

32. LOGGING SEDIMENT CONTROL ACT

The Buyer shall adhere to all provisions of the 1992 LOGGING SEDIMENT CONTROL ACT.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first above written. All signatures must be in ink.

STATE OF WEST VIRGINIA
DIVISION OF FORESTRY

By: _____ (Seal)
Director/State Forester

BUYER

By: _____ (Seal)
President

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed to the above and foregoing writing, has this day acknowledged the same before me in my said county and state.

Given under my hand this _____ day of _____, _____.

My Commission expires

Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed to the above and foregoing writing, has this day acknowledged the same before me in my said county and state.

Given under my hand this _____ day of _____, _____.

My Commission expires

Notary Public

Approved as to form this _____ day of _____, 20____,
DARRELL V. McGraw, JR.
Attorney General

By:
Deputy Attorney General

**WEST VIRGINIA DIVISION OF FORESTRY
TIMBER SALE PERMIT**

Subject to and in strict compliance with all of the following conditions and requirements AND THOSE ON THE BACK HEREOF, the Permittee named herein is authorized to cut and remove the timber or other forest products described on the other side of this Permit. The making of any payment hereunder or the cutting and removing of any timber or other forest product covered by this Permit makes all of said conditions and requirements binding upon the Permittee.

1. The Permittee, before cutting any material covered by this Permit, shall pay the sum of money indicated on the back hereof to the order of the West Virginia Division of Forestry and shall pay the balance, if any, calculated on the basis of the stumpage rates indicated, in advance of cutting, in installments not less than the amount herein specified, each when called for by the forest officer, except that the final payment shall be in the amount remaining due.
2. All stumps shall be cut to cause the least possible waste and not higher than the maximum specified, measuring on the side adjacent to the highest ground. All material shall be utilized to the minimum diameter specified or to as low a diameter in the tops as practical. No timber shall be cut until paid for or removed from the place agreed upon for scaling until scaled, measured, or counted and stamped by a forest officer. Title to all timber included in this sale shall remain in the West Virginia Division of Forestry until it has been paid for, felled and scaled, measured, or counted. Timber under other contract is exempt from this sale. Only marked or designated trees and the quantities specified on the back hereof, shall be cut. Timber shall be scaled by International 1/4-inch log rule.
3. The Permittee and his employees will do all in their power to prevent and suppress forest fires; will dispose of slash and other refuse as instructed by forest officers of herein provided; shall pay the West Virginia Division of Forestry for any unnecessary damage resulting from this sale, and shall repair all damages to roads, trails, fences, ditches, and telephone lines resulting from operations conducted under this sale.
4. Unmarked or undesignated live trees which are cut, or injured through carelessness, and marked or designated trees left uncut, or killed by fires which the purchaser, his employees, contractors, or employees of contractors caused, or the origin or spread of which he or they could have prevented, shall be paid for at double the commercial rates specified on the obverse side of this agreement. Timber wasted in tops, stumps, and any timber merchantable, according to the terms of this agreement, which is cut and not removed from state forest lands before this agreement expires or is otherwise terminated, shall be paid for at the commercial rate. The amounts herein specified shall be regarded as liquidated damages and may be waived in the discretion of the forest officer in charge in accidental or exceptional cases. Any timber cut and not removed from the sale area at the expiration or termination of this agreement, for which payment as herein specified has been made to the West Virginia Division of Forestry may be removed within three months from such date of expiration; unless so removed such timber shall revert to the West Virginia Division of Forestry.
5. The decision of the Administrative Forester of the West Virginia Division of Forestry shall be final in the interpretation of the regulations and provisions governing the sale, cutting, and removal of the timber covered by this Permit.
6. All operations on the sale area, including the removal of scaled timber, may be suspended by the Forest Officer in Charge, in writing, if the conditions and requirements contained in this Permit are disregarded, and failure to comply with all or any of the conditions or requirements of the Permit shall be considered sufficient cause for immediate revocation of the Permit. The Administrative Forester of the Division of Forestry or the Forest Officer in Charge may give oral or written notice to the Permittee or his agent which shall be sufficient notice for revocation cancellation thereof.
7. The conditions of this sale are completely set forth in this Permit, and none of its terms can be varied or modified except in writing by the forest officer approving the Permit, or his successor or superior office, and in accordance with the regulations of the Administrative Forester of the West Virginia Division of Forestry.
9. All monies paid under this Permit shall, upon failure on the part of the Permittee to fulfill all and singular the conditions and requirements herein set forth, be retained by the West Virginia Division of Forestry to be applied as far as may be, to the satisfaction of the Permittee's obligation hereunder.

The following conditions, requirements, and instructions, constitute a part of the Permit:

Permittee: _____ Address: _____

Permit Issued: _____ Permit Expires: _____

Payment: _____

Location of Sale Area: _____

Special Conditions or Instructions: _____

Slash Disposal: _____

Maximum Stump Height: _____ Minimum required Top Diameter: _____

Other Conditions: _____

| Species | <u>Quantity and Description of Timber & Stumpage Rates</u> | | | | Quantity | Value |
|---------|--|----------|------|------|----------|-------|
| | Dead or Green | Products | Unit | Rate | | |

Time Extended to: _____ Deposit: _____
 (Payment in full or first payment)

 Signature of Permittee Date

Record of Payments
 Date Amount

 Signature of Forester-in-Charge Date

TOTAL _____

 Signature of Administrative Forester Date

NOTE: Original copy will be submitted to the Administrative Forester of the West Virginia Division of Forestry with Post Office or Express Money Order, Bank Draft, or Check drawn payable to the West Virginia Division of Forestry. Duplicate copy will be given to Permittee. Triplicate copy will be retained by the Forester-in-Charge.

Timbering Operation Notification Form

West Virginia Division of Forestry



See instruction sheet for detailed information.

A: Logging Company: _____
Address (Street or PO Box): _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Phone: _____
Timbering License #: _____

B: Location of Timbering Operation:
County: _____ Nearest Town: _____
USGS Topographical Map: _____
Attach a Topographic Map (USGS 7.5 minute series) with the harvest area outlined and the planned locations of haul roads, log landings, and stream crossings marked.

(For DOF Use Only)
Official Designated Watershed: _____
UTM Coordinates at Landing: (NAD 83) E/W _____ N/S _____

C: Harvest Method (In Acres): **Only list actual acres being harvested not property acres.*

| | Acres |
|--|-------|
| Uneven Aged Harvest (Single Tree or Group Selection) | _____ |
| Landowner/Logger's Choice or Fixed Diameter Limit of _____ inches at <input type="checkbox"/> Stump <input type="checkbox"/> DBH | _____ |
| Even Aged Harvest (Clear-cut, Seed-tree, Shelter-wood) | _____ |
| Pre-Harvest Activities (Road construction or reconstruction) | _____ |
| Total: | _____ |

D: Severance Tax:
Severance Tax will be paid by:
Name: _____ Phone: _____
Address (Street or PO Box): _____
City: _____ State: _____ Zip: _____

E: Planned Starting Date: _____ **Planned Completion Date:** _____
Anytime the Timbering Operation is shut down more than seven days before the planned completion date or if an extension of this notification is needed, call the appropriate WVDOF office on Page 3. Failure to do so is a violation of the LSCA and will result in suspension of the operation.

F: Certified Logger in Charge: _____
Certification Number: _____ Phone: _____

G: Owner of Timber: **Required if other than Property Owner or Logger*
Name: _____
Address (Street or PO Box): _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Phone: _____
Timbering License #: _____

H: Property Owner: **Required if different from Section G:*
Name: _____
Address (Street or PO Box): _____
City: _____ State: _____ Zip: _____
Agent or Forester: _____ Phone: _____

I. **Best Management Practices:**

Checking a Yes signifies that you **shall** use the relevant BMP on the entire job, if a BMP cannot be used, state why and explain your planned alternatives at the bottom of the page.

No skidding in or through streams!

1
 Yes No Leave at least a 100' SMZ between perennial and intermittent streams and roads and at least a 25' SMZ between ephemeral streams and roads.

2
 Yes No Haul roads will not be constructed in excess of 10% grade, except grades of up to 15% are allowable for up to 200' when necessary.

3
 Yes No Skid roads will not be constructed in excess of 15% grade, except grades of up to 20% are allowable for up to 200' when necessary.

4
 Yes No Stone will be applied and maintained on up to 200' of all haul roads from where they enter public highways.

5
 Yes No Landings and debris will be located outside of SMZ's.

6
 Yes No Water will be diverted into undisturbed filter areas from landings using ditches, culverts, water bars, and any other sediment control devices that may be necessary.

7
 Yes No Water will be diverted into undisturbed filter areas from roads using ditches, culverts, water bars, and any other sediment control devices that may be necessary.

8
 Yes No Unditched roads will be outsloped if possible. Broad based dips and/or grade breaks will be installed and maintained at required intervals.

9
 Yes No Temporary water bars or turn outs will be placed on skid roads to control potential erosion during temporary shutdown periods to include nights and weekends.

10
 Yes No Permanent water bars will be installed at required intervals as soon as the road is no longer needed.

11
 Yes No All skid roads and landings will be smoothed, outsloped and drainage established when road is retired.

12
 Yes No All stream crossings on any stream will be protected by the use of adequately sized culverts or bridges and will be crossed at right angles. Existing fords may be used if stream bottom and approaches are stoned for 100' on either side of stream.

13
 Yes No Harvesting debris will be piled as far from the stream as practical. Felled treetops and debris will be removed from all perennial or intermittent streams.

14
 Yes No All landings and any disturbed soil within a SMZ shall be seeded and mulched, and any road that exceeds 15% will be properly stabilized or seeded and mulched to ensure vegetative cover to prevent erosion.

Alternative Practices:

J. **Miss Utilities:** (1-800-245-4848) **Not required but highly recommended.*

Confirmation Number: _____

K. Yes The Landowner has been informed about my legal obligation to follow Best Management Practices and has been educated as to what those practices consist of.

L I hereby certify that all information on this form is accurate and I have obtained or have applied for all licenses and/or permits required under state or federal laws and regulations to conduct a commercial timbering operation at this site and that I will conduct the above described operation in compliance with the West Virginia Logging Sediment Control Act (LSCA) §19-1B of the West Virginia Code.

Date

Printed Name

Signature (Must be official of logging company)

Unless marked as not required all information must be completed to constitute a valid notification.

Note: Original notification with original signature is required. MAIL OR DELIVER THIS FORM SO THAT IT WILL BE RECEIVED WITHIN THREE(3) DAYS of beginning the logging operation to the appropriate Forestry Office listed below.

| | | | |
|---|--|--|--|
| Region 1 Fairmont P. O Box 40 Farmington WV 26571 (304) 825-6983 FAX: (304) 825-6987 Toll Free 1-866-775-1557 | Included counties of Barbour, Brooke, Hancock, Harrison, Marion, Marshall, Monongalia, Ohio, Preston, Taylor, Tucker, Wetzel | Region 2 Beckley 330 Harper Park Dr. Suite J Beckley, WV 25801 (304) 256-6775 FAX: (304) 256-6770 Toll Free 1-866-271-0201 | Includes counties of Fayette, Greenbrier, McDowell, Mercer, Monroe, Raleigh, Summers, Wyoming |
| Region 1 Romney One Depot St. Romney, WV 26757 (304) 822-4512 FAX: (304) 822-7331 Toll Free 1-866-738-4749 | Includes counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton | Region 3 Milton P. O. Box 189 Milton, WV 25541 (304) 743-6186 FAX: (304) 743-0218 Toll Free 1-866-424-5896 | Includes counties of Boone, Cabell, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Wayne |
| Region 2 French Creek 330 Harper Park Dr. Suite J Beckley, WV 25801 (304) 256-6775 FAX: (304) 256-6770 Toll Free 1-866-271-0201 | Includes counties of Braxton, Clay, Lewis, Nicholas, Pocahontas, Randolph, Upshur, Webster | Region 3 Parkersburg 2309 Gihon Rd Parkersburg WV 26101 (304) 420-4515 FAX: (304) 420-4517 Toll Free 1-866-288-8117 | Includes counties of Calhoun, Doddridge, Gilmer, Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, Wood |

Charleston - State Office Website: www.wvforestry.com

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