MATANUSKA-SUSITNA BOROUGH
LAND & RESOURCE MANAGEMENT DIVISION

PALMER, ALASKA

PURCHASING AND CONTRACT DOCUMENTS
FOR
OVER THE COUNTER
COMMERCIAL TIMBER SALES - 18-002CTH

OPENING DATE & TIME: NOVEMBER 30, 2018
CLOSING DATE & TIME NOVEMBER 30, 2020 @ 2:00 PM

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ADVERTISEMENT

MATANUSKA-SUSITNA BOROUGH
350 East Dahlia Ave.
Palmer, Alaska 99645
A D V E R T I S E M E N T

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Anchorage Daily News		MATA 0070	NOVEMBER 30, 2018
Frontiersman		CONTRACT	NOVEMBER 30, 2018
TYPE OF AD:	( ) Display	(X) Classified	( ) Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

Notice of Timber Sales under
MSB Code 23.20: FOREST MANAGEMENT
and
MSB Code 28.60: TIMBER HARVEST

The Matanuska-Susitna Borough (MSB), Land & Resource Management Division (LRM), as part of its forest management program is offering the following commercial timber harvests for purchase by Over the Counter (OTC) Sale on a first come first served bases.

The sale areas are described as follows:

SALE NAME & NUMBER	APPROX. VOLUME & TYPE	ACRES	MINIMUM PURCHASE PRICE	LEGAL DESCRIPTION
Fish Creek NRMU MSB007419	Approx. 121,291 Cunits of mixed Birch, Spruce, and Balsam Poplar; estimated available green tons of 403,906 of which 70% has been determined to be pulp timber; with the remaining 30% suitable as saw logs	7,061	Cunit price of $725,000; OR $1 per green ton for pulpwood & $3 per ton for saw logs	**Moraine Ridge** T16N, R05W, SM Sec. 4 & 16 T17N, R05W, SM Sec. 16, 21, 28, 29, 32 & 33 **Lower Fish Creek** T16N, R05W, SM Sec. 6 & 7 T16N, R05W, SM Sec. 2, 10, 11, 12, 13, 14, 15, 29, & 30 **Homestead Creek** T16N, R06W, SM Sec. 5, 6, 7 & 8 T16N, R07W, SM Sec. 1 & 12

Sales will be sold as stated in the attached sample contract. The harvest period for this timber harvest will expire three (3) years from date of execution or based on the terms and conditions contained within the final contract. Performance and

Reforestation bonds required are detailed in the specific contract. These timber sales include utilization of existing permanent logging roads, new permanent logging roads, temporary logging roads, winter ice roads, and any other roads as described and directed in each specific contract.

All sales included in this advertisement meet the requirements of MSB 23.20 and MSB 28.60, if applicable. This sale was offered under the 2017 MSB Five Year Timber Harvest Schedule as a Sealed Bid Commercial Timber Harvest Sales.

The LRMD hereby gives notice that it is in the best interest of the MSB to offer these timber sales over the counter. To qualify, potential purchasers must not be in breach of any MSB obligation or contract, and must have a current MSB Business License. The copy of current MSB business license must be submitted with offers. Offers, submitted on forms provided by the LRMD, marked on the outside with the timber sale name and number, and addressed to the Matanuska-Susitna Borough, Land & Resource Management Division, 350 East Dahlia Ave., Palmer, Alaska 99645, will be accepted until timber is sold or **November 30, 2020** whichever is earlier.

Persons interested in these timber sales are encouraged to visit the sale areas, review logging and road cost estimates, road construction standards, and scarification requirements and standards prior to making an offer to purchase. More detailed information pertinent to the sales, prospectus and sample contracts may be obtained at the following web site: http://www.matsugov.us or at the LRMD office at 350 East Dahlia Avenue in Palmer or by contacting the Resource Manager, Ray Nix at 861-7863.

Sale documents will be available beginning **November 30, 2018** from the Land Management Division office, Matanuska-Susitna Borough, 350 E. Dahlia Ave., Palmer, AK 99645. For information call (907) 861-7863, Fax (907) 861-8653. This purchase document may be available on the internet under www.matsugov.us. A document fee of $5.00 will be charged for materials picked-up and $10.00 for materials mailed.

The MSB complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need help with purchasing should contact the LRMD at (907) 861-7863 to make any necessary arrangements.

The MSB reserves the right to accept or reject any or all purchase offers, waive any and all technicalities or informalities it deems appropriate.

SECTION II
INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS

Throughout the sale, Land & Resource Management Division (LRMD) shall provide an updated list showing parcels sold or with purchase requests pending, and any changes to parcel information.

SUBMITTAL: Purchase Requests will be accepted until all timber is sold or November 30, 2020 whichever is first.

Purchase Request shall be submitted separately in sealed envelope, clearly labeled with "Over the Counter Sale Number and Sale Name (example: 18-002CTH, Fish Creek NRMU MSB007419)"; addressed to:

Matanuska Susitna Borough,
Land & Resource Management Division,
350 E. Dahlia Ave.
Palmer, AK 99645

All forms MUST have original signature(s) preferably in BLUE INK.

Each purchase request must be submitted on the Purchase Request Form (Form A) along with any other documentation required as noted on the CHECKLIST. All forms may be reproduced from this brochure for the purpose of multiple submissions. Applicants are responsible for completing and submitting all documentation shown on the CHECKLIST. Failure to submit all required documentation may cause rejection of the Purchase Request.

Purchase Request shall be held and applied in accordance with the terms and conditions disclosed in this brochure for successful applicant(s).

The MSB is not obligated to sell the Timber Harvest Areas identified through this program, or pay any costs incurred by parties participating in the submission or preparation of Purchase Request. The MSB reserves the right to:

1) reject any and all applications;
2) accept an application, without further discussion;
3) waive any informality in the application received;
4) accept an application which is in the best interest of the Borough; and
5) withdraw any offering from this sale at any time for any reason.

QUALIFICATIONS: Pursuant to MSB 23.10.090; only qualified applicants are eligible to participate. If applicant represents a company, a copy of the company's current State of Alaska and MSB business licenses must be provided. If applicant represents another individual or entity, including a partnership, corporation, association, trust or estate, proof of authority to sign on behalf of the principal(s) must be provided with Form A.

Applicants must be at least eighteen (18) years of age to submit a purchase request

DISQUALIFICATION: Any of the following shall automatically disqualify a purchase request:

- Purchase Request is submitted for less than the Purchase Price;
- Purchase Request Form and/or other required forms are not completed in full, manually signed with original signature(s); and
- Purchase Request not submitted in a sealed envelope will be not be accepted.

SUCCESSFUL APPLICANTS: All Purchase Requests shall be time and date stamped upon receipt by the LRMD. The first qualified party who complies with all requirements and submits a responsive Purchase Request (Form A), including all documents and purchase request deposit shall be named as the successful applicant, pursuant to MSB Code.

BACK-UP PURCHASE REQUESTS: The MSB may retain back-up Purchase Requests on any offering receiving more than one (1) request. In the event the first applicant fails to properly complete, sign and return purchase agreement and complete the transaction under the terms required by this sale, the acceptance of the Purchase Request will be cancelled by the MSB. Next back-up Purchase Request applicant(s) will be notified in the same manner as the initial applicant and will become the successful applicant. This process will continue until such time as the MSB has obtained an executed Contract under the terms of this invitation or until no back-up offer remains. Unsuccessful Purchase request payments shall be returned to the applicant within sixty (60) days by certified US Postal mail.

It is the applicant's responsibility to check with the LRMD for any changes or corrections prior to submitting a Purchase Request and to ensure all documents and payments are included in submittal envelope.

SECTION III

CHECKLIST

Matanuska-Susitna Borough
2018 Over The Counter Commercial Timber Sale

CHECK LIST

The following checklist can be used as a guide to assist in submitting the required paperwork and should be used only after thoroughly reading the instructions in the brochure.
ALL FORMS MUST BE SUBMITTED WITH ORIGINAL SIGNATURE(S).

I. Required Documents for each submittal. Form(s) may be photocopied for purpose of multiple submittals.

____ Commercial Timber Sale Purchase Application (signed by all Purchasers)

____ A non-refundable Purchase Deposit as denoted on the Purchase Form in U.S. Funds in the form of a cashier's check or certified check made payable to the MSB.

____ Proof of authority to sign on behalf of the Purchaser.

Proof of authority to conduct business in Alaska and the MSB (business licenses).

SECTION III

FORMS

PURCHASE FORM
MATANUSKA-SUSITNA BOROUGH
#18-002CTH FISH CREEK TIMBER SALE MSB #007419

Sale Name & Number	Approx. Volume and Type	Acres	Minimum Purchase price	Legal Description
Fish Creek NRMU MSB007419	Approx. 121,291 Cunits of mixed Birch, Spruce, and Balsam Poplar; estimated available green tons of 403,906 of which 70% has been determined to be pulp timber; with the remaining 30% suitable as saw logs	7,061	Cunit price of $725,000 or $1 per green ton for pulpwood and $3 per green ton for saw logs.	**Moraine Ridge** T16N, RO5W, SM Sec. 4 & 16 T17N, R05W, SM Sec. 16, 21, 28, 29, 32, & 33 **Lower Fish Creek** T16N, R05W, SM Sec. 6 & 7 T16N, R05W, SM Sec. 2, 10, 11, 12, 13, 14, 15, 29, & 30 **Homestead Creek** T16N, R06W, SM Sec. 5, 6, 7 & 8 T16N, R07W, SM Sec. 1 & 12

* 1 Cunit = 100 cubic feet
* 1MBF = 1000 Board Feet

By signing below, the Applicant is hereby certifying to the following –

1. The applicant has carefully examined the purchase documents for this solicitation and agrees to perform all specified services for the sum(s) provided above.
2. The individual signing below, or the firm association or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free purchase in connection with this solicitation.
3. The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4. The individual signing below, for the firm association or corporation of which they are a member, is not from doing business with the Matanuska-Susitna Borough or involvement of an individual, company, firm or corporation on the performance of this contract is not on the debarred or suspended list.

Acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A"):
Acknowledge Addenda Here _____

_____ Company Name	_____ Date
_____ Mailing Address	_____ Signature
_____ City, State and Zip Code	_____ Printed (or typed) Name
_____ Contact Person (printed or typed)	_____ Title (printed or typed)
_____ Phone Number	_____ Email Address
_____ Facsimile Number	

It shall be the responsibility of the applicant to complete all required documents and ensure that all necessary items required for purchase have been met.	To be considered responsive, Purchasers should include the following with their Offer; ✓ Signed Form (acknowledging Addenda if applicable) ✓ Mat-Su Borough & SOA Business Licenses, Insurance & Tax Clearance **A non-refundable Purchase Deposit in the amount of $90,000 (USD)**

MATANUSKA-SUSITNA BOROUGH
Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, the borough is providing you with this document which notifies you of the privacy policies and practices of Matanuska-Susitna Borough, a municipal corporation, organized and existing under the laws of the state of Alaska.

The borough may collect nonpublic personal information about you from the following sources when processing a request to purchase, lease or otherwise contract to use borough-owned land and resources:

Information it receives from you such as completed applications; income-expense, asset-liability and operating statements; income tax returns; rental and leasing agreements; contracts related to your income and expenses; and employment information and verification.

Information about your transactions with the borough that it secures from its own files, including any department or division of the borough.

Information it receives from credit or consumer reporting agency.

Information it receives from others involved with you or your transaction, such as partners, business associates, title company and escrow company representatives, real estate agents, surveyors, appraisers, contract collection agents, or lenders.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

The borough, as a governmental entity, is required by law to meet certain public information statutes. The borough does not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted or required to by law. The Matanuska-Susitna Borough code provides the following:

MSB 1.50.030(B) in part states that "information shall be released, providing its release does not conflict with the privacy rights of ordinary citizens."

MSB 1.50.040(A) in part states that "This chapter shall not be construed to require disclosure of: (2) personnel, payroll or medical files, or other files which reveal the financial or medical status of any specific individual, the release of which would constitute an unwarranted invasion of privacy…. (7) proprietary information which a manufacturer, consultant or provider reasonably requires to be kept privileged or confidential to protect the property interest or persons or entities providing the information or data; (10) personal information other than name and address given to the borough with the legitimate expectation of privacy in conjunction with licenses, permits, or other borough services."

The borough restricts access to nonpublic personal information about you to those employees who need to know that information to process your requests and provide you with associated services. The borough maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

SECTION V

SCOPE OF PROJECT

Matanuska-Susitna Borough
OVER THE COUNTER TIMBER SALE
#18-002CTH FISH CREEK NRMU MSB #007419

SCOPE OF PROJECT

The Matanuska-Susitna Borough Land & Resource Management Division (LRMD) is offering 7,061 acres as a commercial timber harvest for the selective harvest of all birch, spruce, and balsam poplar; 6" DBH (Diameter at Breast Height) and larger within each designated harvest units. This sale is located within the Fish Creek Natural Resource Management Unit (NRMU) and is divided into three (3) sub units:

Moraine Ridge Sub-Unit:

(a) T16N, R05W, SM, portions of Sections 4 & 16
(b) T17N, R05W, SM, portions of Sections 16, 21, 28, 29, 32 & 33

Lower Fish Creek Sub-Unit:

(a) T16N, R05W, SM, portions of Sections 6 & 7
(b) T16N, R06W, SM, portions of Sections 2, 10, 11, 12, 13, 14, 15, 29 & 30

Homestead Creek Sub-Unit:

(c) T16N, R06W, SM, portions of Sections 5, 6, 7, & 8
(d) T16N, R07W, SM, portions of Sections 1 & 12

A detailed map is included as Exhibit "A" of the sale contract.

- Note: Accessed to the sale area is limited. Currently the sale can be accessed from the existing ice road that extends from the end of Susitna Parkway near Big Lake, Alaska across the Little Susitna River. This sale will be a winter harvest only.

The minimum PURCHASE PRICE is calculated by multiplying the number of cunits or green tons as determined by;

- Multiplying the number of acres in each cutting unit by the estimated cunits or green tons per acre (as determined by the Matanuska-Susitna Borough: Forest Inventory Report Phase II and verified by a timber survey in 2018) by;
- The rate listed in Section 6 of the attached contract.

All logging operations must conform to the submitted Detailed Plan of Operations and Alaska Forest Resources and Practices Regulations (11 AAC 95).

The BOROUGH makes no warranties regarding the quality, quantity, merchantability, or fitness of the timber located within the contract area.

The successful purchaser(s) shall submit a Detailed Plan of Operation with a map to the BOROUGH prior to commencing operations with-in the contract area. This plan must be approved by the LRMD and the State of Alaska prior to beginning operations and henceforth be included as Exhibit "B" of the contract.

During the term of the contract, the purchaser shall purchase and maintain insurance as outlined in the contract.

SECTION VI

SAMPLE CONTRACT

SAMPLE CONTRACT AGREEMENT (21 Pages)

MATANUSKA- SUSITNA BOROUGH

COMMERCIAL TIMBER HARVEST SAMPLE CONTRACT

Fish Creek NRMU MSB007419

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MATANUSKA-SUSITNA BOROUGH TIMBER SALE SAMPLE CONTRACT
18-002 CTH
FISH CREEK NRMU
(MSB007419)

The Assembly of the Matanuska-Susitna Borough, represented by the Borough Manager, or an authorized representative, and hereinafter called the "BOROUGH" does hereby agree to sell, and _____, hereinafter called the "PURCHASER" does agree to purchase timber as designated herein, subject to the following terms and conditions:

Section 1: Description.

The Fish Creek NRMU contains 11,946 acres of Commercial Forest Land (CFL). The area included in this sale contain approximately 7,061 acres which has further been divided into three (3) sub-units; the Moraine Ridge, Lower Fish Creek, and Homestead Creek Sub-Units respectively.

The Moraine Ridge Sub-Unit consist of approximately 4,414 acres of which approximately 1,434 acres of CFL are included in this sale. The Moraine Ridge Sub-Unit is located within the portion of the area described as:

(a) T16N, R05W, SM, Sections 4 & 16
(b) T17N, R05W, Sections 16, 21, 28, 32, & 33

The Lower Fish Creek Sub-Unit consists of approximately 6,926 acres of which approximately 3,315 acres of CFL are included in this sale. The Lower Fish Creek Sub-Unit is located within the portion of the area described as:

(a) T16N, R05W, SM, Sections 6 & 7
(b) T16N, R06W, SM, Sections 2, 10, 11, 12, 13, 14, 15, 29 & 30

The Homestead Creek Sub-Unit consists of approximately 2,979 acres of which approximately 2,312 acres of CFL are included in this sale. The Homestead Creek Sub-Unit is located within the portion of the area described as:

(a) T16N, R06W, SM, Sections 5, 6, 7 & 8
(b) T16N, R07W, SM, Sections 1 & 12

Those areas are delineated on a maps attached hereto as Exhibit A. These Sub-Units will hereafter be referred to as the "Contract Area".

PURCHASER is responsible inspecting and where necessary, remarking the external boundaries as well as any as yet undetermined buffers including those required by all Federal, State of Alaska, and Matanuska Susitna Borough Management Plans and Forest Resource Management Practices and Regulations. PURCHASER is also responsible for depicting the planned harvest units on a U.S.G.S. quadrangle map at a scale of 1:63360 (l" = 1 mile) which will be submitted to the Borough and the State of Alaska as part of its Detailed Plan of Operations (DPO). Once approved, PURCHASER will lay out those boundaries on the ground and obtain the exact area of each unit (in acres) by encircling the unit boundary using a GPS and providing the digital data to the LRMD. PURCHASER is responsible for operating within the Contract Area boundary.

Section 2: Authorization.

PURCHASER is only authorized to harvest within the cutting units shown on the approved Annual Operating Plan (AOP) (Exhibit B), which is made a part hereof.

Section 3: No Warranties.

The BOROUGH makes no warranties regarding the quality or quantity of the timber in the Contract area, including warranties of merchantability and fitness for a particular purpose.

The BOROUGH makes no warranties regarding competency of ballast material, including but not limited to gravel, contained within the Contract Area.

The BOROUGH makes no warranties regarding the condition of any roads, which the purchaser proposes to use for access to and within the contract area.

The PURCHASER has physically visited and inspected the site on at least one recent occasion and has taken all reasonable steps consistent with the exercise of professional standards and due care necessary to ascertain the general an9 local conditions, which could affect the contract, the duration of it or costs associated thereof. The PURCHASER expressly agrees that the failure to do so will not relieve the PURCHASER of responsibility for estimating properly or the difficulty or cost of successfully performing its obligations under the contract.

Section 4: Contract Term.

(a) This Contract shall terminate on 3 years from the date of execution, unless an extension is granted, or sooner if the terms and conditions have been satisfactorily completed.

(b) A contract extension may be granted by mutual agreement of the parties; either party may grant or withhold their consent in their sole and absolute discretion for any reason or no reason at all. The PURCHASER shall submit any written request for an extension at least 120 days prior to the termination date of this Contract. A $500.00 non-refundable application fee must be submitted with an extension request.

Section 5: Timber for Purchase.

(a) The PURCHASER shall cut and remove all timber purchased within the cutting units as shown on Exhibit "A" and "B" and as described within the approved AOP. All timber purchased must be removed from the Contract Area prior to the termination date of this Contract, or any extension thereof.

(b) Timber for purchase means ALL live or dead birch, spruce, cottonwood, and balsam poplar, 6" D.B.H. (Diameter at Breast Height) and larger, within each designated harvest unit.
Other vegetation may be removed for road and landing construction, as approved in the operating plan.

(c) All beetle damaged spruce of any size must be harvested and removed from the designated harvest area and/or authorized buffer zones as approved by the BOROUGH.

Section 6: Timber Purchase Rate.

The minimum purchase price for the timber resources was calculated in one of two ways as selected by the purchaser at the time the offer is submitted:

a) The purchaser may purchase all available timber for a minimum purchase price of $725,000 (USD); this price is based off the estimated available cunits as determined by the most recent inventory in 2009 and

verified by sample surveys by LRMD personnel in 2017 and 2018. There are an estimated 121,291 cunits at a minimum purchase price of $6.00 per cunit. The initial upfront payment will equal one third (1/3) of the accepted final purchase price with equal installments to be paid on the anniversary of the contract prior to the start of any operations; or

b) The purchaser may purchase all available timber for a minimum purchase price of $1.00 (USD) per green ton for pulpwood and $3.00 (USD) per green ton for saw logs. The minimum initial purchase amount will be $646,000 (USD); this price is based off the estimated available green tons of 403,906 as determined by the most recent inventory in 2009 and verified by sample surveys by LRMD personnel in 2017 and 2018. It was determined that approximately 70% of the available timber is pulpwood with the remaining 30% being suitable for harvest as saw logs. Initial upfront payment would equal one third (1/3) of the accepted final purchase price with final payment being due at the end of each calendar year based off actual weight as recorded at the scales and tracked by weight receipts. Tracking and weight procedures will be included in the AOP that must be submitted to and approved by the MSB at the beginning of the first year and on the anniversary of the contract prior to the start of operations.

Note: All purchase amounts listed above have been rounded to the nearest $1,000 (USD)

Section 7: Payments for Timber to be Harvested.

(a) The PURCHASER shall make payments for timber prior to harvesting.

(b) Cutting unit acreage shall be calculated by the PURCHASER and described in the AOP and approved by the BOROUGH prior to any timber harvest.

Section 8: Reforestation Bond.

(a) The PURCHASER shall meet the reforestation requirements as set forth in the Alaska Forest Resources& Practices Act (FRPA), Article 5, Reforestation. by using reforestation BMP's in each cutover acre not meeting minimum stocking levels.

(b) A reforestation bond of one hundred fifty dollars ($150.00) per acre for all acreage within the contract area shall be deposited in cash or a certificate of deposit as a surety with the BOROUGH by the PURCHASER prior to commencement of harvest operations within the contract area. An irrevocable letter of credit for $150 per acre may be substituted for the cash deposit or certificate of deposit if the letter of credit is issued by a bank or other responsible financial institution authorized to do such business within the State of Alaska and the letter is effective and binding as required by Article 5 of the Alaska Forest Resources & Practices Regulation (11AAC 95) after the completion of the contract period unless released earlier under paragraph (c). Under no circumstances will the BOROUGH be responsible for any additional cost relating to the bond. The credit for bonding is solely intended to ensure reforestation.

(c) The reforestation bond will be released upon satisfactory completion of reforestation, as determined by the BOROUGH inspection.

Section 9: Performance Bond.

(a) A performance bond of Forty Thousand Dollars ($40,000) will be deposited as cash or a certificate of deposit as a surety with the BOROUGH prior to execution of the Contract by the Borough Manager.
(b) The BOROUGH will return the performance bond after the termination of the Contract if the BOROUGH determines that all the Contract conditions have been met and the Contract Area is in satisfactory condition. The performance bond shall be distributed in accordance with the terms and conditions of this Contract.

Section 10: Insurance.

It is highly recommended that the PURCHASER confer with his respective insurance companies or brokers to determine if their insurance program complies with the following requirements:

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

Upon execution of the Contract, the PURCHASER shall procure and maintain the following insurance:

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 1/96) covering Commercial General Liability.

2. Insurance Services office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".

3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.

(b) Minimum Limits of Insurance:

PURCHASER shall maintain limits no less than:

1. General Liability:
   $2,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be $2,000,000. The general aggregate limits shall apply separately to each project.

   General liability insurance shall be maintained in effect throughout the term of the Contract.

   This insurance shall protect against claims which may arise out of, or result from operations on or away from Borough property, whether such operations be conducted by the PURCHASER or by its Contractors, subcontractors, or sub-users, or by anyone directly or indirectly employed by either of them, or by anyone for whose acts any of them may be liable.

   If the general liability insurance is written on a claim made form, the PURCHASER shall provide insurance for a period of two years after termination or expiration of this Contract. The policy(s) shall evidence a retroactive date, no later than the beginning of this Contract.

2. Auto Liability:
   $100,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:
   Worker's Compensation shall be statutory as required by the State of Alaska.

   Employers liability shall be endorsed to the following minimum limits:

   Bodily injury by Accident - $100,000 each accident

Bodily injury by Disease - $100,000 each employee

Bodily injury by Disease - $500,000 policy limit

4. Loggers Broad Form Property Damage:
   $1,000,000 per occurrence and in the aggregate. The Loggers Broad Form Property Damage insurance shall include coverage for fire suppression expense incurred by others and property damage to timberlands owned by others and in PURCHASER's care, custody and control.

   The Borough shall be named as an additional insured on the policy and the policy holder shall waive its rights of subrogation against the Borough.

5. Excess Liability:
   In order to meet the required minimum limits of insurance it is permissible for the PURCHASER to combine an excess liability or umbrella policy with the general liability, auto liability or employers' liability. In the instance where the PURCHASER purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

(c) Deductibles and Self-Insured Retention:

Prior to work commencing, any deductible or self-insured retention must be declared and approved by the BOROUGH. PURCHASER may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the BOROUGH, the PURCHASER shall reduce or eliminate such deductibles or self-insured retention as respects the BOROUGH, its officers, officials, employees and volunteers; or the PURCHASER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability:
   a. The BOROUGH, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the PURCHASER; products and completed operations of the PURCHASER premises owned, occupied or used by the PURCHASER or automobiles owned, leased, hired or borrowed by the PURCHASER. The coverage shall contain no special limitation on the scope of protection afforded to the BOROUGH, its Administrator, officers, officials, employees and volunteers.

   b. The PURCHASER insurance coverage shall be primary insurance as respects the BOROUGH, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the BOROUGH, its Administrator, officers, officials, employees and volunteers shall be excess of the PURCHASER insurance and shall not contribute to it.

   c. The PURCHASER insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability:
The insurer shall agree to waive all rights of subrogation against the BOROUGH, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the PURCHASER or any subcontractor of the PURCHASER in relation to this Contract.

3. All Insurance:
Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nonpayment of premium or fraud on the part of the PURCHASER or 60 days reduced in coverage or in limits except after 30 days' prior written notice for of prior written notice for any other reason by certified return receipt requested, has been given to the BOROUGH. Such notice shall be mailed by the PURCHASER to the attention of the BOROUGH's Land Management Officer.

(e) Acceptability of Insurers:

Insurance is to be placed with insurers with a Best rating of no less than A-: VII.

(f) Verification of Coverage:

PURCHASER shall furnish the BOROUGH with certificates of insurance and with certified copies of all endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the BOROUGH. All certificates are to be received and approved by the BOROUGH before work commences. The BOROUGH reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) Subcontractors:

PURCHASER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

(h) Lapse in Insurance Coverage:

A lapse in insurance coverage is a material breach of this agreement which shall result in immediate termination of the agreement.

Section 11: Operating Plan and Notice of Operations.

(a) Three-Year Plan (EXHIBIT C): At least 60 days prior to the start of operations, PURCHASER shall prepare a three-year conceptual operating plan and submit it to the BOROUGH for review. This conceptual plan will define proposed harvest units, road locations and critical stream crossings. The three-year plan will also include a proposed harvest schedule which will provide cutting unit numbers, unit acres and proposed year of harvest. The conceptual three-year plan will provide the base information for the formation of the detailed AOP.
A similar plan (one-year) will be prepared and submitted 120 days prior to any extension, request covering the proposed term of the extension.

(b) Borough AOP (EXHIBIT B) - The PURCHASER shall prepare and submit a detailed AOP covering all phases of the operation for each operating year identified in the submitted three-

year plan of the Contract, and shall provide an update to the plan as circumstances change. The AOP shall be submitted, to the BOROUGH, at least 60 days prior to the start of operations. The first AOP shall be submitted simultaneously with the initial three-year operating plan. Failure to timely submit the AOP shall be cause for termination or suspension under Section 21 and 22 of this contract.

1. The AOP shall follow the September 2010 Matanuska-Susitna Borough Natural Resource Management Units Plan.
2. The AOP shall meet FRPA Statutes and Regulations.
3. The AOP must be approved by the BOROUGH prior to the start of operation. Upon submittal of a completed AOP, the BOROUGH shall have at least 30 days to review, approve or disapprove the AOP, and give notice to proceed after approval.
4. The AOP shall be submitted and reviewed annually and when otherwise necessary to permit amendment by mutual agreement.
5. Any deviation from the approved AOP must be requested from the BOROUGH in writing and approved in advance by the BOROUGH in writing.
6. The AOP shall contain, at a minimum, unit(s) where harvesting will occur, acreage by unit, products to be harvested, dates of operation, access roads to be constructed, - silvicultural prescription, reforestation plan, type of equipment to be used on site, approximate number of employees, the type of sawmills, buildings, or sanitary facilities to be constructed or installed, proposed gates or barriers, the planned precautions for the use and handling of fuels, lubricants, and oils, and identification of all existing trails and traditional uses.
7. The AOP must include names and contact information for all contractors and subcontractors.

(c) The AOP Map shall be presented in a digital format (GIS) and in Adobe PDF file format. All submitted data must have ESRI Shapefile Format or File Based Geodatabase, and any associated Arcview/ArcMap project backup. Files will be geo-referenced and use the following coordinate system. Alaska State Plane Zone 4 (FIPS Zone 5004), Units: US Survey Feet, Horizontal Datum: NAS83, Vertical Datum: NAVD88 and show the location of:

1. Proposed sites for roads and traffic flow;
2. Proposed gravel extraction sites, sawmills, other temporary land uses;
3. Proposed harvest units, boundaries, spur roads, and landings;
4. Proposed road improvements (culverts, bridges);
5. Any other proposed uses of the land allowed by contract.

(d) Notice of Operations - Before initiating operations in the Contract Area or after a shutdown of thirty (30) or more days, the PURCHASER shall notify the BOROUGH in writing of the date the PURCHASER plans to begin operations. The PURCHASER shall notify the BOROUGH in writing if he intends to cease operations for more thirty (30) day period. Any exception to the above must be approved by the BOROUGH in writing. Failure to notify the BOROUGH prior to initiating operations, beginning operations after a shutdown, or ceasing operations is subject to termination for cause under Section 22 of this Contract.

(e) PURCHASER is authorized to harvest and operate only within that portion of the Contract Area where an approved AOP is in effect. Any part of the Contract Area not included within the approved AOP continues under the full management and authority of the BOROUGH.

(f) Any amendments or changes to the approved AOP shall be approved by the BOROUGH prior to implementation. Failure to request any approval is subject to termination for cause under Section 22 of this Contract.

Section 12: Harvesting Reports.

The PURCHASER shall provide an annual harvesting report to the BOROUGH. The harvesting reports shall state the acreage of timber cut per cutting unit and removed from the Contract Area, and the acreage scarified (if any) since the last report. If no timber was removed the report shall so indicate. The harvesting reports will be due on the last day of the AOP expiration. Failure to timely submit harvesting reports on the stated day is subject to termination for cause under Section 22 of this Contract.

Section 13: Inclusion of Applicable Laws and Regulations.

The PURCHASER shall comply with all local, state and federal laws and regulations applicable to activities relative to this Contract, including, but not limited to, the Matanuska Susitna Borough Code 23.20 and MSB 28.60, the September 2010 Matanuska-Susitna Borough Natural Resource Management Units Plan, the FRPA (AS 41.17), Alaska State Fish and Game regulations, the Alaska Department of Environmental Conservation regulations, U.S. Corps of Engineer wetland regulations and State of Alaska regulations pertaining to employment practices, safety, sanitation, and the use of explosives. The PURCHASER agrees to conform to all laws regarding discrimination in hire. All of the above rules and regulations all have the force of any other provision of this Contract, in addition to any penalties prescribed by law.

Section 14: Permits.

All permits, authorizations, and/or notifications necessary for operations under this Contract shall be obtained by the PURCHASER prior to commencing operation. Agencies that may require permits, authorizations, or notifications for operation include, but are not limited to, the Matanuska-Susitna Borough, the State of Alaska, Department of Natural Resources/Division of Forestry, Department of Environmental Conservation, Department of Fish and Game, Department of Transportation and Public Facilities, and the U.S. Corps of Engineers. Copies of the permits obtained by the PURCHASER shall be furnished to the BOROUGH.

It is the PURCHASER'S responsibility to become aware of and acquire all necessary permits, including but not limited to, the following:

(a) Prepare a Detailed Plan of Operations (DPO) for the Borough's signature and provide the Borough with a copy of the DPO to be submitted to the State.
(b) Wheeled or track equipment shall not be operated in stream courses without the express approval of the State Departments of Fish and Game and Environmental Conservation.
(c) Construction of driveways onto state highways or use of highway right-of-ways will require authorization from the State Department of Transportation and Public Facilities.
(d) Obtain written permission from private land owners prior to crossing their property to access the Contract Area.
(e) Construction of driveways onto borough-maintained roads, use of borough-maintained roads, or construction in road right-of-ways will require authorization from the Borough Public Works Department.
(f) Failure to secure any necessary permits, authorizations or provide necessary notifications prior to commencing operations is subject to termination for cause under Section 22 of this Contract.

Section 15: Logging Techniques and Other Considerations.

The conditions as specified in this section are essential for the proper multiple use management of the Matanuska-Susitna Borough's forest lands and for the protection of the environment. Noncompliance with any of these conditions shall be a violation of this Contract and subject to termination per Section 22.

(a) Harvesting Method - The method of harvesting shall be set forth in the AOP.

(b) Regeneration - For the purpose of achieving natural regeneration, State of Alaska BMP's will be required on those portions of the cutover areas of the cutting units where stocking levels are below the requirements of the FRPA, as determined by the BOROUGH. Scarification means the removal of vegetative mat and exposing of the mineral soil yet retaining the A horizon. Stumps are not required to be removed. To minimize the vegetative competition from inhibiting natural regeneration, scarification must occur the same summer season after harvest or the next summer season following a winter harvest. PURCHASER shall list equipment such as tracked excavator, disc trench or dozer, in the AOP that will achieve the desired results.

(c) Boundary Lines and Survey Monuments - No painted tree which marks the boundary of the Contract Area, cutting units, or seed trees nor any blazed trees on any survey line, nor any witness tree to any survey corner or monument, shall be severed or removed, nor shall any survey corner or monument be damaged or destroyed. Any violation of this clause will require the PURCHASER to bear the expense of re-establishing such lines, corners, monuments, and/or witness markers.

(d) Contract Area and Cutting Unit Boundaries - It shall be the responsibility of the PURCHASER to locate and know the Contract Area and cutting unit boundaries, and to properly locate all operations and improvements within the Contract Area in accordance with the approved AOP.

(e) Trespass - Any activities constituting trespass outside the designated Contract Area shall be deemed a material breach of this Contract and subject to immediate termination as set forth in Section 22 of this Contract.

(f) Harvesting of Spruce Trees - In order to minimize the spread of destructive forest insects and reduce the risk of wildfire the PURCHASER shall, within nine months of falling spruce trees, remove or dispose of the tree bole and limbs larger than five inches in diameter.

(g) Slash Disposal - At the closing of any cutting unit, and at the end of the sale, all slash shall be reduced to a height of less than one foot (l') above ground. A height of more than one foot above ground will be allowed when piling and wind rowing of slash for the purpose of scarification.

(h) Tree Utilization - Any tree stump which exceeds a height of twelve inches (12"), any long butts, and any tree severed at a top greater than four inches (4") in diameter, except when necessary for the safe and efficient conduct of logging and the preservation of the residual stand, as approved by the BOROUGH, shall be paid for by the PURCHASER at the rate of $10.00 per violation. All harvested timber for purchase shall be skidded to the landings.

(i) Borrow Pits - Materials removed from borrow pits, within the Contract Area, shall be used only on main haul or secondary haul roads, or other improvements in connection with this Contract. Removal and placement of material shall conform to the AOP.

(j) Pollution and Sanitation- The PURCHASER shall take all reasonable precautions to prevent pollution of air, land, and water by the logging operation. PURCHASER shall handle all Oil and Hazardous Materials in accordance with all applicable Federal, State and Local laws, regulations, and ordinances including Alaska Statutes, and Department of Environmental Conservation (DEC) Regulations.

(1) Sanitary facilities shall be established for employees on the CONTRACT AREA Facilities shall be located and operated in conformance with applicable Borough Code, state and federal regulations.
(2) Refuse resulting from the PURCHASER'S activities shall be removed and disposed of properly.
(3) Fueling and servicing trucks and other equipment shall be performed a minimum of 100 from water bodies to avoid contamination. Petroleum products shall be stored in accordance with State of Alaska, DEC regulations.
(4) The storage or use of other toxic chemicals or hazardous materials is prohibited on the CONTRACT AREA.
(5) During operations, the PURCHASER shall maintain spill response materials within the project area, to be readily available in the event of a spill. Spill response materials shall include at a minimum, hand tools (at least one shovel and one rake), absorbent materials such as absorbent pads, and containment materials such as a super-sack or over-pack drum.
(6) Spills or contamination of the water or land shall be contained, cleaned up, and properly disposed of by the PURCHASER as required by the Alaska DEC regulations or as directed by the DEC. Any spill of oil or hazardous material shall be reported by the PURCHASER to the DEC and BOROUGH immediately.

(k) Water Quality - The PURCHASER shall comply with provision (j).

(l) Erosion Control - Road construction and logging activities associated with this Contract shall be conducted so as to avoid damage and siltation to rivers, streams, ponds, and lakes.

(m) Mainline Road Construction - All trees must be felled and skidded to a landing prior to grubbing and road construction.

(n) Access - The PURCHASER is responsible for acquiring legal access to the Contract Area. The PURCHASER shall keep the Contract Area accessible at all times. Installation of gates or barriers on BOROUGH owned land, that would block access to and through the Contract Area, is prohibited unless authorized in writing by the BOROUGH. PURCHASER may, at its own expense, control access to active harvest areas, except for the main through road, with the installation of gates or barriers at locations approved within the AOP. Gates and barriers will be constructed and visibly marked in such a manner as to minimize and not increase the potential of injury to individuals traversing the Contract Area.

(o) Signage - PURCHASER shall, at its own expense, provide signs notifying the public of ongoing operations within the Contract Area. Signage shall meet the Alaska Department of Transportation requirements or BOROUGH approval.

(p) Road Maintenance -The Borough is not agreeing through this contract to maintain any roads or transportation corridors within or outside the Contract Area.

During the period of use by PURCHASER, the PURCHASER is responsible for maintaining all active roads or transportation corridors within the Contract Area in a condition at least equivalent to their condition prior to the commencement of the operations, and consistent with the requirements of 11 AAG 95.315, which includes, but is not limited to, minimizing erosion of the surface and the sub grade, keeping the culverts and ditches functional, keeping the road surface crowned or out sloped and keeping the road or transportation corridors free from berms, maintaining winter roads to provide a frozen running surface that will support logging vehicle traffic, suspending

or managing road use as necessary during thaw periods or spring breakup. Access roads or transportation corridors shall be identified in the AOP to be approved by Borough.

During the period of use by the PURCHASER, the PURCHASER is responsible for maintaining all active Borough access roads or transportation corridors outside the Contract area in a condition at least equivalent to their condition prior to the commencement of the operations. Road maintenance may also be a requirement of MSB 28.60. The PURCHSER shall comply with all terms of a Timber Harvest Permit or Timber Transportation Plan if required.

Borough trails - The PURCHASER shall not use, operate, transport, etc. any of type of equipment related to logging operations on any Borough trail except when it is necessary to cross a trail. All trails on Borough land identified in the Borough's Recreational Trail's plan shall have a 100-foot buffer either side of the centerline. However, the cutting and removal of beetle damaged spruce is required on all Borough land within the contract area.

Section 16: Fire Protection.

The PURCHASER shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled forest fires on the Contract Area.

(a) AS 41.15.080 requires every person owning or operating a sawmill or logging camp or other commercial plant or operation in forested lands to post and keep displayed at all times a copy of AS 41.15.050, AS 41.15.080, and AS 41.15.140 in a conspicuous place upon the building or ground of the milling, logging, or commercial operation.
(b) The State established fire season is from April I to September 30. During the fire season, the PURCHASER shall provide and maintain sufficient firefighting tools in the Contract Area to equip each person engaged in the logging operation.
(c) All fires shall be reported immediately by calling 911, or other prudent means, and then the State of Alaska Department of Natural Resources, Division of Forestry shall be notified, regardless of the size or apparent insignificance of the fire. The Alaska Division of Forestry's Fire Dispatch Office telephone number is (907) 761-6311.
(d) The BOROUGH may stop all or part of the logging operations of the PURCHASER during hazardous fire weather, as identified by the Alaska State Division of Forestry.
(e) The PURCHASER shall comply with all laws, regulations, and rules promulgated and enforced by the agency responsible for fire protection and suppression in the area.
(f) PURCHASER shall maintain, in good operating order, the necessary fire suppression equipment set forth by the ADNR/DOF.

Section 17: Improvements and Occupancy.

Any improvements including, but not limited to, sawmills, buildings, man-camps, bridges, and roads constructed by the PURCHASER, in connection with this Contract shall be in accordance with the approved detailed AOP.

(a) Bridges and Culverts - Notice shall be given to the BOROUGH prior to installation of bridges or culverts for crossing live stream courses. The PURCHASER shall provide proof of permits and authorizations as required by all regulatory agencies.

(b) Roads and Landings - Road and landing construction and maintenance within the Contract Area is the responsibility of the PURCHASER.

Due to the frequent use of the Contract Area by local residents, PURCHASER will provide uninterrupted access through the Contract Area. Every effort shall be made to maintain the integrity of existing access routes.

Section 18: Inspections and Enforcement.

(a) The Borough Manager or his designee shall have access at all times to the Contract Area for periodic inspections.
(b) Inspections by the Borough, for the purpose of determining compliance with the terms and conditions of this Contract, may be postponed by the BOROUGH if field conditions prevent a proper determination.
(c) At times when construction or logging operations are in progress, the PURCHASER shall have a representative readily available at the area of operations who shall be authorized to receive, on behalf of the PURCHASER, any notices and instructions given by authorized BOROUGH or State personnel in regard to performance under this Contract, and to take such action thereon as required by the terms of this Contract.
(d) Failure of the BOROUGH to strictly enforce at any time any of the conditions of this Contract or to exercise any option which is herein provided, shall in no way be construed to be a waiver thereof, nor in any way affect the validity of this Contract or any part thereof, or the right of the BOROUGH thereafter to enforce the same strictly.
(e) PURCHASER shall, within 15 days of written notification, correct any deficiencies discovered during BOROUGH inspections. Notice of Non-Compliance will result in suspension of operations as described in Section 21 of this Contract. If deficiencies remain uncorrected after 30 days from written notification, the PURCHASER will be deemed in material breach and subject to immediate Contract termination under Section 22 of this Contract.

Section 19: Final Treatment.

(a) Roads, Access Corridors, Bridges and Culverts – Prior to completion of the Contract, in accordance with the dictates of any particular permit pertinent to the sale or at the direction of the BOROUGH, the PURCHASER may be required to put-to-bed or repair all roads within and accessing the Contract Area for the purpose of controlling runoff, preventing erosion, and limiting access onto reforested areas. Putting-to-bed may require grading, cross ditching, seeding and removal of bridges and culverts.
(b) Landings and Sawmill Sites - The PURCHASER shall dispose of all non-merchantable material, slash, slabs, sawdust and woody debris by burning, burying, or removing from all landings and at sawmill sites when the operations on the landings and sawmill sites have ceased. All bury sites shall be identified in the AOP and approved by the Borough.
(c) Buildings, Improvements, Equipment and Materials - The PURCHASER shall remove all buildings, improvements, equipment and materials owned or controlled by the PURCHASER from the Contract Area prior to the final inspection.

Section 20: Completion and Final Inspection.

At the completion of this Contract, the PURCHASER shall give written notification to the BOROUGH when the Contract Area is ready for final inspection. Following such notification, the BOROUGH shall

inspect the area and either approve the final site conditions or notify the PURCHASER of non-compliance. An inspection may be postponed for reasons preventing the BOROUGH from performing a proper inspection.

(a) No portion of the PURCHASER'S performance bond shall be refunded until the terms and conditions of the Contract have been satisfied. Upon a satisfactory final site inspection and compliance with the terms and conditions of this Contract the performance bond will be released or returned to the PURCHASER.
(b) Following a notice of non-compliance, the PURCHASER will have 20 days to bring the area into conformance and request a new inspection.
(c) If the Contract is not completed in accordance with its terms and conditions, the PURCHASER shall be liable to the BOROUGH for all costs, losses, and damages incurred by the BOROUGH.

Section 21: Suspension.

(a) If the PURCHASER fails to comply with any of the provisions of this Contract or the Alaska Forest Resources Practices Act, (FRPA) the BOROUGH shall have the authority to suspend any and all operations connected with the contract until corrective action is taken and completed to the satisfaction of the Borough.
(b) The Borough shall notify the PURCHASER in writing of the grounds for suspension. This notification may be given on site or by mail. The notice of suspension shall include a description of the action required of the PURCHASER to correct the violation, and the date the corrective action must be completed.
(c) If the PURCHASER fails to take and complete the corrective action as notified, the BOROUGH may terminate the contract pursuant to the Section 22 of this contract.

Section 22: Termination.

(a) Termination for Cause - In the event PURCHASER breaches any of the provisions of this Contract, the BOROUGH shall give the PURCHASER written notice of such breach by certified mail describing the breach and advising the PURCHASER of the date of termination. In the event the breach is not corrected within thirty (30) days of the mailing of such notice, the Contract shall be considered terminated. An additional ten (10) days to correct the breach may be granted by the Borough Manager, if request for same is made in writing prior to the expiration of the first thirty-day period and good and sufficient reasons are set forth for such request.
(b) Termination of the Contract is immediate as provided for in Section 10(h), 15(e), and 18(e) of this Contract.
(c) Termination of this Contract under this section shall terminate all rights of the PURCHASER to cut or remove timber from the Contract Area or to enter on the Contract Area for purposes described in this Contract. It shall not excuse the PURCHASER from liability for payment or work required of the PURCHASER. Termination of the Contract by the BOROUGH shall not bar any other remedies the BOROUGH may have at law or in equity for breach of this Contract.
(d) Nothing in this section shall be construed as relieving the PURCHASER from any obligation within this Contract.

Section 23: Reservations.

The BOROUGH reserves the right to permit other compatible uses of lands in the Contract Area, provided the BOROUGH determines such uses will not unduly impair the PURCHASER'S operations under this Contract or conflict with activities authorized under the approved AOP. Section 24: Causes Beyond Control.

In the event the PURCHASER is prevented by a cause or causes beyond control of the PURCHASER from performing any obligation of this Contract, non-performance resulting from such cause or causes shall not be deed to be a breach of this Contract which will render the PURCHASER liable for damages or give rights to the cancellation of the Contract for cause. However, if and when such cause or causes cease to prevent performance, the PURCHASER shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, includes but is not limited to any one or more of the following causes which are not attributable to the fault or negligence of the PURCHASER and which prevent the performance of the PURCHASER: fire, explosions, acts of God, war, orders of law of duly constituted public authorities or a court, and other major uncontrollable and unavoidable events, all of which must actually prevent the PURCHASER from performing the terms of the contact as set forth herein. Events which are peculiar to the PURCHASER an, would not prevent another PURCHASER from performing, including, but not limited to financial difficulties, are not causes beyond the control of the PURCHASER. The BOROUGH will determine whether the event preventing the PURCHASER from performing is a cause beyond the PURCHASER'S control.

Section 25: Rights of Way.

The Matanuska-Susitna Borough expressly reserves for itself, its successors, assignees or permittees, an easement of right-of-way fifty feet (50') on each side of all section lines running through or bordering BOROUGH-owned land. Existing trails or roads on Matanuska-Susitna Borough lands shall be considered easements for public use. Nothing herein contained shall prevent the Manager from specifically reserving such additional easements and rights-of-way across Matanuska-Susitna Borough lands as shall be deemed reasonable. Nothing in this language shall prevent the Purchaser from harvesting trees that occur within MSB rights-of-way within the sale area that fall within designated harvest units that have been specifically approved for harvest by the Borough, and the Purchaser has obtained the requisite permits. Further, if during the term of this contract clearing of timber within a right of way occurs and is accomplished by a party other than the Purchaser and if the Borough retains ownership of the timber through such right-of-way clearing contract, the Purchaser shall be allowed to pay for the harvested timber using the payment method and rate in force at the time and take possession of the timber.Section 26: Notice.

Any notice or demand, which under the terms of this contract or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the Contract. However, either party may designate in writing such or other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office, enclosed in a registered or certified mail prepaid wrapper or envelope addressed as herein above, provided. For the purposes of this Contract, a notice given as provided herein, and addressed to the Matanuska-Susitna Borough, shall be deemed received when deposited in a general or branch post office by the addresser, and in like manner a notice from the Matanuska-Susitna Borough to a PURCHASER shall be deemed received by the PURCHASER when such notice is deposited in a general branch office by the BOROUGH.

(a) The authorized address for the BOROUGH is:
Matanuska-Susitna Borough
Attn: Land & Resource Management Division
350 East Dahlia Ave.

Palmer, Alaska 99645

(b) The authorized address for the PURCHASER is:

_____

_____

_____

Section 27: Entry or Re-entry.

In the event that the Contract is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the PURCHASER during the contract term, the BOROUGH or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefore. No entry or re-entry by the BOROUGH shall be deemed an acceptance of a surrender of the Contract.

Section 28: Re-sale.

In the event the Contract should be terminated, canceled, forfeited or abandoned, the BOROUGH may sell any remaining timber, felled or decked trees, logs and wood products within the Contract Area or on other BOROUGH lands as described in the operating plan, by appropriate disposal methods pursuant to the provisions of the BOROUGH code or other applicable regulations.

Section 29: Retention of Payments.

In the event that the Contract is terminated because of any breach by the PURCHASER as herein provided, all payments which were due or paid before, the date of termination shall be retained as compensation under the agreement. The PURCHASER shall be liable for all amounts remaining unpaid as well as for damages.

Section 30: Payment.

(a) Any PURCHASER in arrears or default on a BOROUGH obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the contract if the delinquency is not cured within 10 calendar days a receipt of written notice of the delinquency sent by the BOROUGH.

(b) This Contract can be terminated for cause if it is determined that the PURCHASER, whether the amounts owed are in the name of the PURCHASER as an individual, or as a representative of a business, organization, firm, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the BOROUGH and that is not remedied within 10 calendar days of notification by regular mail.

(c) An interest payment of ten percent (10%) per annum shall be assessed on all late payments due the BOROUGH.

Section 31: Written Waiver.

The receipt of payment by the BOROUGH, regardless of knowledge of any breach of the Contract by the PURCHASER or of any default on the part of the PURCHASER in observance or performance of any of the conditions or covenants of the Contract, shall not be deemed to be a waiver of any provision of the Contract. No failure on the part of the BOROUGH to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by the BOROUGH, unless in writing, shall discharge or invalidate

such covenants or provisions or affect the right of the BOROUGH to enforce the same in the event of any subsequent breach or default. The receipt by the BOROUGH of any payment of any sum of money after notice of termination or after the termination of the Contract for any reason, shall not reinstate, continue or extend the Contract, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.

Section 32: Jurisdiction: Choice of Law.

Any civil action rising from this Contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties under this Contract.

Section 33: Severability.

If any section or clause of this Contract is held invalid.by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Contract shall remain in full force and effect.

Section 34: Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede previous communications, representations or agreements, either oral or written, between the parties hereto. Any amendments to this Contract shall be reduced to writing and executed by both the BOROUGH and the PURCHASER.

Section 35: Authority.

For purposes of the sale and conditions of this Contract the Borough Manager or his designee shall act on behalf of the BOROUGH.

Section 36: Passage of Title.

All rights, title, and interest in or to any timber included in this Contract shall remain in the BOROUGH until it has been paid for and removed from the Contract Area. The rights, title, and interest in or to any timber which has been paid for but not removed from the Contract Area by the PURCHASER within the period of the Contract or any extension thereof shall vest in the BOROUGH.

Section 37: Modification of Contract.

Modification requests to this Contract must be in writing, signed by the PURCHASER or their successors in interest.

Section 38: Assignment of Contract.

The acquisition or assumption by another party under an agreement with the PURCHASER of any right or obligation of PURCHASER under this Contract shall be void and ineffective as to the BOROUGH, unless the BOROUGH has been notified of such agreement and the Borough Manager has given written approval of such assignment of interest. In no case shall such recognition or approval:

(a) Operate to relieve PURCHASER of the responsibilities or liabilities he has assumed hereunder; and
(b) Be given unless such other party:
    1. is acceptable to the BOROUGH as a PURCHASER of timber has assumed in writing all of the obligation to the BOROUGH under the terms of this Contract as to the uncompleted portion thereof, and

2. acquires the rights in trust as security and is subject to such conditions as may be necessary for the protection of the public interest.

Section 39: Titles Not Controlling.

Titles of the sections in this Contract are for reference only and '1-e not part of the Contract.

Section 40: Interpretation.

The Contract shall be construed according to the fair intent of the language as a whole, not for or against either party. The general rule of construction of an agreement against the drafter shall not apply to this Contract.

Section 41: BOROUGH Held Harmless.

The PURCHASER shall indemnify, defend, and hold and save the BOROUGH, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The PURCHASER shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statues, ordinances, constitutions, or other laws, rules; or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained y any person, or property arising from PURCHASER's or PURCHASER's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the BOROUGH or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the PURCHASER shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the BOROUGH, its agents, or employees.

Section 42: Discovery of Cultural or Historical Resources.

Should any historical, cultural or other potential archeological resources be discovered within the sale area, all work shall cease in the immediate area and an area extending in a 100 ft. radius from the discovered resources. The BOROUGH shall be notified within two BOROUGH business days. Operations may not resume within 100 ft. of the discovery until the BOROUGH has evaluated the discovery, appropriate mitigation or preservation measures are affected and a written authorization to resume is issued by the BOROUGH.

Section 43: Good Faith and Fair Dealing.

The parties recognize there is a covenant of good faith and fair dealing in this, as in every, contract.

Section 44: Understanding.

The PURCHASER acknowledges that the PURCHASER has read and understands the terms of this Contract, has consulted with counsel of his choice, and is executing this Contract of his own free will.

Effective this _____ day of_____ 20__.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date appearing above:

PURCHASER	MATANUSKA-SUSITNA BOROUGH
_____	_____
Date	John Moosey Borough Manager — Date

ACKNOWLEDGMENT OF PURCHASER

State of Alaska)

) ss:

Third Judicial District)

On _____, 20__ _____, personally appeared before me,

1. _____ who is personally known to me
2. _____ whose identity I proved on the basis of
   _____
3. _____ whose identity I proved on the
   oath/affirmation of_____
   a credible witness

and acknowledged before me that he signed the foregoing TIMBER SALE CONTRACT MSB007419 for the purposes stated therein.

_____

Notary Public for State of Alaska
My commission expires: _____

ACKNOWLEDGMENT OF BOROUGH

STATE OF ALASKA)

) ss:

Third Judicial District)

On _____20__, John Moosey, Matanuska-Susitna Borough Manager, who is personally known to me, appeared and acknowledged before me that he signed the foregoing TIMBER SALE CONTRACT MSB007419 on behalf of the municipal corporation.

_____

Notary Public for State of Alaska
My commission expires: _____

EXHIBIT A
MAPS

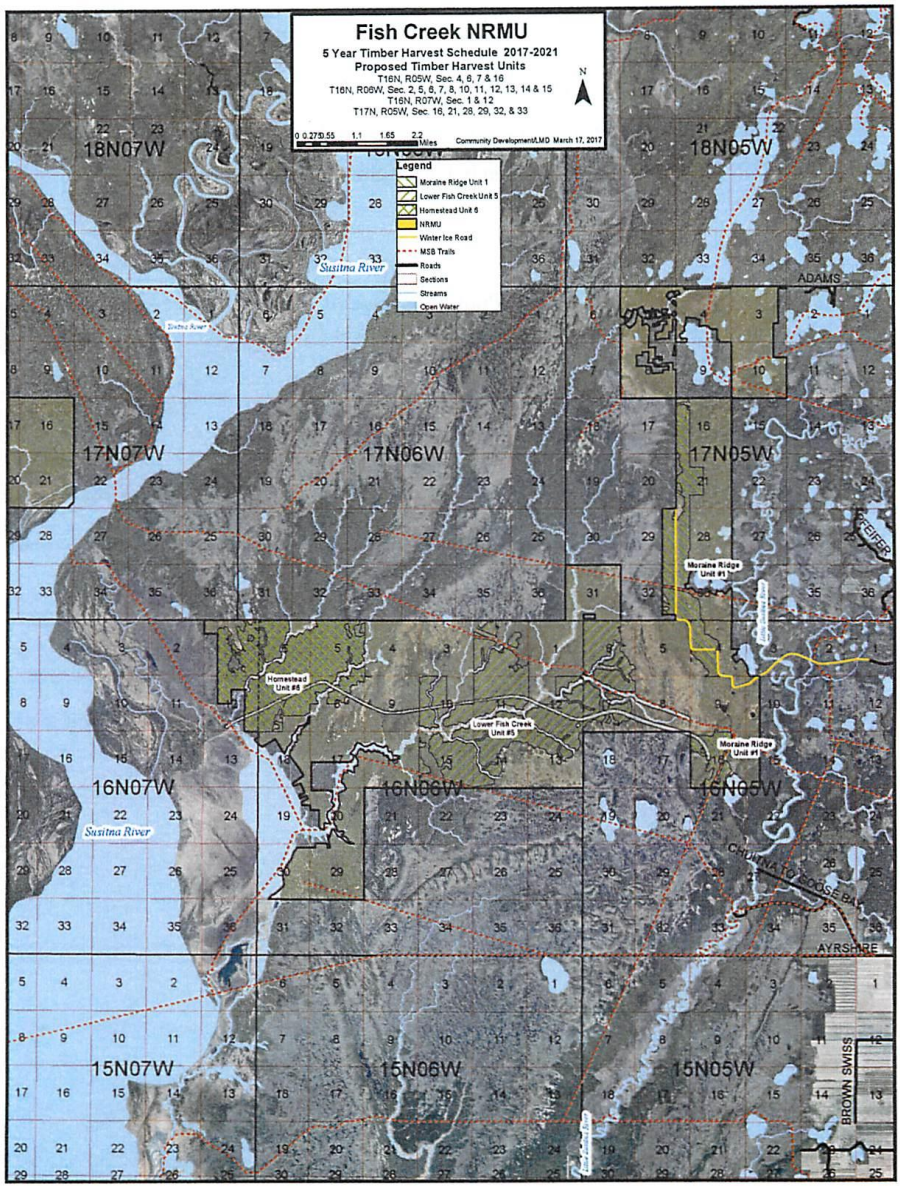

EXHIBIT B

ANNUAL OPERATING PLAN

To be provided to the BOROUGH not later than 60 days prior to the start of the operations and 60 days prior to the annual anniversary of the execution of this contract.

EXHIBIT C

THREE-YEAR PLAN

To be provided to the BOROUGH within 60 days prior to the start of operations under this contract.

EXHIBIT D

Detailed Plan of Operations

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS SUMMARY

Notice is given to the commissioner that an operation will be conducted on the lands described below and the completed maps attached, (AS 41.17.090). (Print or type)

Operator: _____
(Entity Responsible for Field Operations)

Operator's authorized representative: _____
(Contact Person)

Operator's authorized representative signature: _____
(DATE)

Operator's representative address:

_____

_____
City State Zip Code

LEGAL DESCRIPTION OF OPERATING AREA

Township:_____Range:_____Meridian: _____

Section(s): _____

NEAREST TOWN/ VILLAGE: _____

ESTIMATED STARTING DATE: _____

ESTIMATED COMPLETION DATE: _____

VOLUME TO BE HARVESTED:_____MBF

TYPE OF ACTIVITY: _____

_____

_____

Form 10-41-34 (Rev. 03/09/17)

Date Received: _____
DPO # _____

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS

Operation name: _____
Name of nearest USGS named geographical landmark: _____
Previously assigned DPO #: _____

Operator: _____
(Entity Responsible for Field Operations)
Print authorized representative's name: _____
Authorized representative's signature: _____
Address: _____
Telephone: _____ Fax: _____
E-mail: _____

Timber owner: _____
Print authorized representative's name: _____
Authorized representative's signature: _____
Address: _____
Telephone: _____ Fax: _____
E-mail: _____

Landowner: _____
Print authorized representative's name: _____
Authorized representative's signature: _____
Address: _____
Telephone: _____ Fax: _____
E-mail: _____

INFORMATION ON CORPORATION, LIMITED PARTNERSHIPS, GENERAL PARTNERSHIPS, OR JOINT VENTURES

Information has been previously submitted to the Division of Forestry and there have been no changes in any of the business relationships or key personnel.
Is this statement true? ☐ Yes ☐ No
If "no", complete and submit Page(s) 1 and 2 of Supplemental Information Form "A".

Official Use Only

REGION/AREA:	30 DAY ENDING DATE:	RECEIVED BY:

Form 10-41-34 (Rev. 03/09/17)

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS

MAP SPECIFICATIONS

Attach a USGS quadrangle or similar **Vicinity Map**, at a 1:63,360 scale (1 inch =1 mile) suitable for black and white duplication on 8 ½"x11" paper which clearly shows the area of operations, a north arrow and if available, the legal subdivisions defining the area.

In addition to the above Vicinity Map, the items listed below are required to be identified on a **Detailed Plan of Operations Map** (11 AAC 95.220(a)(3)). The plan map should have the following areas identified or estimated if conditions exist that might influence their final location. If any of the items are missing without adequate explanation, this notification will be considered incomplete. The 30-day review period will not begin until this DPO is submitted in a complete form. The detailed map of operations should be readily reproducible in black and white in a standard size format. However, large formats or colored maps are acceptable if needed for clarity. If more than one sheet is required to adequately show operations, provide matchlines or reference each as a set of drawings i.e. Sheet 1of 4, etc. Submit four (4) copies of your operation plan map.

Adequately label notable topographic features on each map (i.e. water bodies, etc.).

Does your **operation map** identify the following items? If "no" explain why.

	Yes	No	Explanation /notes
Road Types			
Permanent	☐	☐	_____
Temporary	☐	☐	_____
Winter road	☐	☐	_____
Roads to be closed	☐	☐	_____
Inactive roads	☐	☐	_____
Material extraction sites	☐	☐	_____
End-haul sites and spoil deposit areas	☐	☐	_____
Areas of unstable soil conditions	☐	☐	_____
Unit boundaries	☐	☐	_____
Yarding methods and landing areas	☐	☐	_____
Classified surface water locations	☐	☐	_____
Stream crossings and drainage structures	☐	☐	_____
Proposed activities in riparian areas	☐	☐	_____
Sort yard and solid waste sites	☐	☐	_____
Log transfer or barge facility	☐	☐	_____
Housing facilities, fuel storage	☐	☐	_____
Section, township and meridian lines	☐	☐	_____
North arrow, scale bar, plan date	☐	☐	_____

Date Received: _____
DPO # _____

DETAILED PLAN OF OPERATIONS
HARVEST & SILVICULTURAL ACTIVITY
SUMMARY SHEET

Complete the following summary of harvest units and silvicultural actions for all submitted areas.

Unit Label	Acres	Type of Activity*	Sec	TWP	RG	Actual Layout? Y or N

TOTAL ACRES: _____ (If more than one kind of activity, list totals by activity.)

* i.e. harvest, thinning, planting, etc.

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Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
HARVEST & SILVICULTURAL
CHARACTERISTICS

If the silvicultural activities in multiple units share a similar location, topographic characteristics and management treatments, list them on this page as a group. If the characteristics of the units are different, list each unit on a separate page. Attach additional detail pages as necessary to describe the activity. The following information should adequately describe the activity's potential to effect resources deemed important to the State in the Alaska Forest Resources and Practices Act and Regulations.

UNIT IDENTIFICATION(S): _____
_____

Which of the following best describes the unit's topography?
☐ Relatively Flat ☐ Uniform Hillside ☐ Irregular or Complex Slopes

What percent of the unit occupies slopes greater than 67%? _____

TYPE OF ACTIVITY:
☐ Clearcut ☐ Partial Cut ☐ Salvage ☐ Other (Specify) _____
☐ Precommercial Thinning ☐ Chemical Application ☐ Commercial Thinning

FOR REGION II OR III – SEASON OF HARVESTING
☐ Winter harvest only
☐ Non-winter harvest only
☐ All-season harvest

CUTTING METHODS:
☐ Chainsaw ☐ Feller-buncher ☐ Whole Tree Processor ☐ Other _____

YARDING METHODS:
☐ Cable Yarding
Type: ☐ High Lead ☐ Skyline ☐ Other _____

☐ Ground Skidding
Type: ☐ Crawler Tractor ☐ Rubber Tired Skidder ☐ Shovel
Will forwarders or other off-road methods be used? ☐ YES ☐ NO

☐ Helicopter ☐ Other (Specify) _____

Will the activity be done by the: ☐ operator ☐ operator's contractor
If "contractor", has the contractor been copied this plan of operations? ☐ YES ☐ NO

Name of contractor: _____

List the roads or other means required for the access and removal of this timber from the landowner's property. _____

Date Received: _____
DPO # _____

DETAILED PLAN OF OPERATIONS
ROAD ACTIVITY
SUMMARY SHEET

Complete the following summary of road actions for all submitted areas.

Road Label	Road Miles	Type of Activity*	Units Along Road	Sec	TWP	RG	Actual Layout? **Y or N**
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y
							Y

TOTAL MILES OF NEW CONSTRUCTION: _____

* i.e. new construction, closure, reconstruction, etc.

Form 10-41-34 (Rev. 03/09/17)

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
ROAD CHARACTERISTICS

If the road activities share a similar location and topographic characteristics, list them on this page as a group. If the characteristics of the roads are different, list each road on a separate page. Attach additional detail pages as necessary to describe the activity. The following information should adequately describe the activity's potential to effect resources deemed important to the State in the Alaska Forest Resources and Practices Act and Regulations.

ROAD IDENTIFICATION(S): _____

_____

☐ New Construction ☐ Reconstruction ☐ Closure ROAD

CONSTRUCTION DETAILS:

METHOD:

- ☐ Modified natural sub-grade with rock fill overlay.
- ☐ Modified natural sub-grade with mineral soil overlay.
- ☐ Modified natural sub-grade with winter/ice road construction:
  - ☐ One winter only ☐ More than one winter
- ☐ Unmodified natural sub-grade, natural running surface.
- ☐ Reconstruction of one of the above methods (check one).
- ☐ Other _____

This road is: ☐ Permanent ☐ Temporary

What percent of the road occupies side slopes in the following categories:
____ 0-30% ____ 30-67% ____ >67%

Are you removing or replacing drainage structures? ☐ YES ☐ NO

Will the road building be done by the: ☐ operator ☐ operator's contractor

If "contractor", has the contractor been copied this plan of operations? ☐ YES ☐ NO

Name of road contractor: _____

Form 10-41-34 (Rev. 03/09/17)

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
WATER AND SOIL QUALITY CHARACTERISTICS

Is there evidence of previous mass soil movement or surface erosion on the proposed road route or in the unit? If so, where and what methods will you employ to minimize additional soil movement in the future due to your activity?

_____
_____
_____
_____
_____

List each known or suspected classified stream (11AAC 95.265) that will be crossed with a road:

Stream Label	Stream Type	Road Label and Location Description	Type of Structure Proposed	Site visit Request? Yes/ No
				Yes
				Yes
				Yes
				Yes
				Yes

(Show the location(s) on the operation map and label them appropriately.)

List each unit that abuts or encompasses known or suspected classified waters:

Unit Label	Stream Type	Stream Label	Variation Requests			Site visit Request? Yes/ No
			None	Attached	Later	
			☐	☐	☐	Yes
			☐	☐	☐	Yes
			☐	☐	☐	Yes
			☐	☐	☐	Yes

(Show the location(s) on operation map and label them appropriately.)

Detail operational activities that you plan to perform within the riparian areas of classified waters (11 AAC 95.265), such as stream crossings, road ROW, skyline corridors, tail-holds, yarding, etc. Show the location(s) on the operation map.

_____
_____
_____
_____
_____
_____

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
INSECT INFESTATION OR DISEASE
CONTROL METHODS

In Regions II & III (and Region I, if notified by the DOF) slash management for spruce trees or limbs greater than five (5) inches in diameter will be accomplished by:

- ☐ Manufacture into cants, lumber, house logs, chips, or firewood.
- ☐ Burning, subject to applicable regulations (anticipated date of burn:_____).
- ☐ Leaving limbs only, dried by uniform scattering in areas open to sunshine.
- ☐ Chemically treated, subject to applicable regulations;
- ☐ Stored in an appropriate manner, as specified (attach correspondence);
- ☐ Other methods (attach correspondence to be approved by the Division).

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
REFORESTATION COMMITMENT

Regeneration of forested land is required within a specified time frame for each Region by the Alaska Forest Resources and Practices Regulations. See Sections 11 AAC 95.375, .380 and .385 for information on landowner's responsibilities. **Operators in Regions II and III must fill out Supplemental Sheet "C"** unless the operation is part of a land use conversion or the landowner requests an exemption from reforestation requirements

DOF may approve an exemption from the reforestation standards if the landowner can demonstrate to the satisfaction of the Area Forester that:

1. The stand is significantly composed of insect and disease-killed, wind thrown, fire killed, or fatally damaged trees;
2. The land will be converted to another use in accordance with 11 AAC 95.200; or
3. The stand will have a residual amount of trees that meet the minimum standards set out in 11 AAC 95.375(b) (3) and (4).

☐ Landowner requests an exemption from reforestation under 11AAC 95.375(g). Submit supporting documentation as per the Alaska Forest Resources and Practices Regulations or as directed by the Division of Forestry.

☐ Landowner requests a variation from reforestation standards under 11AAC 95.375(c). Submit documentation of pre-harvest stocking and distribution as per the Alaska Forest Resources and Practices Regulations or as directed by the Division of Forestry.

☐ Land use conversion (include a letter to the Division of Forestry stating the nature of the conversion, i.e. commercial, residential, agriculture or recreational land use).

REGENERATION METHOD

Region I

☐ Landowner will be artificially regenerating the site.
Species and source of seedlings or seed:
Date of proposed artificial planting:

☐ Landowner will rely on natural regeneration of the site in Region I.
In Region I, skip to SITE PREPARATION METHOND on page 12.

Region II or III

☐ Landowner will be artificially regenerating the site.
Species and source of seedlings or seed:
Date of proposed artificial planting:

Date Received: _____
_____

☐ Landowner will rely on natural regeneration of the site in Region II or III. In these regions, please provide known information on the following indicators of suitability for natural regeneration. If a box is checked "no," please explain in the "Notes" box on page 12. N/A means "not applicable."

Yes	No	N/A	Unknown	Seedbed and soil conditions suitable for natural regeneration
☐	☐	☐	☐	Moss layers are shallow (≤4") or absent
☐	☐	☐	☐	Where birch or spruce regeneration is targeted, exposed mineral soil will exist on at least 25% of the harvest area and is well-distributed across the unit
☐	☐	☐	☐	Where aspen regeneration from suckering is targeted, root damage will be minimal and soil exposure will encourage warming.

Yes	No	N/A	Unknown	Seed/vegetative reproduction sources available
☐	☐	☐	☐	Exposure to prevailing winds, if known
☐	☐	☐	☐	Adequate seed trees exist within 3 tree heights of the reforestation site for spruce or within 2 tree heights for birch
☐	☐	☐	☐	Where spruce regeneration is targeted, large seed crop in year prior to harvest or current year
☐	☐	☐	☐	Where vegetative reproduction is targeted, the harvest area contains sufficient, well-distributed paper birch, aspen, balsam poplar, western black cottonwood, red alder, or other species known to regenerate vegetatively as approved by the Division.

Yes	No	N/A	Unknown	Competition and infestation risk
☐	☐	☐	☐	*Calamagrostis* (bluejoint grass) is not visually evident. If *Calamagrostis* is visually evident, describe abundance and distribution. Note: *Calamagrostis* coverage of more than 1-2% distributed across the site indicates that grass coverage may expand rapidly after harvest without treatment.
☐	☐	☐	☐	*Equisetum* (horsetail) is present prior to harvest
☐	☐	☐	☐	The site is not currently subject to intense herbivory due to peaks in the hare cycle, dense moose populations, or scarcity of browse in the surrounding landscape.
☐	☐	☐	☐	Existing stands are not infested with bark beetles *(Dendroctonus* or *Ips)*
☐	☐	☐	☐	Where spruce regeneration is targeted, harvest areas are free of known incidence of *Onnia tomentosus* root rot. Note: *tomentosus* can kill regeneration of spruce and, to a lesser degree, pine and larch. If *tomentosus* is present, describe the extent of the problem in the "Notes" box on page 12. Design reforestation to minimize continuation or spread of the disease

Date Received: _____
DPO # _____

Notes:

Note: If likely competition or other factors indicate challenges for natural reforestation, prompt reforestation through site preparation and/or artificial regeneration is recommended to ensure success and minimize costs.

☐ Landowner requests an extended period for natural regeneration under 11 AAC 95.375(d)(6)

SITE PREPARATION METHOD

What method of site preparation will be used? If different types of preparation methods are to be used in the notification area, attach adequate detail to define their location.

_____

_____

When will site preparation be accomplished? _____

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS

DETAILED PLAN OF OPERATIONS
SUPPLEMENTAL INFORMATION FORM "A"
CORPORATION, LIMITED PARTNERSHIP, GENERAL PARTNERSHIP, OR JOINT VENTURE INFORMATION

INSTRUCTIONS:

Corporation, partnership or joint venture information is required by 11 AAC 95.220(b). After the initial submittal of this information, subsequent Detailed Plan of Operations need only make reference to the previously submitted materials.

If any of the business relationships or key personnel change during the notification period, this form must be resubmitted as appropriate to maintain compliance with 11 AAC 95.220(b).

The following information applies to the: ☐ Operator ☐ Timber Owner ☐ Land Owner

In accordance with 11 AAC 95.220(b),

CORPORATION: *"a corporation must be identified by a copy of the corporation's certificate of incorporation and articles of incorporation showing the corporation's name and articles of incorporation,"* ☐ Copy attached

Also disclose "The identities of the registered agent, president, vice president, secretary, and treasurer" below:

Registered Agent _____

President _____

Vice President _____

Secretary _____

Treasurer _____

LIMITED PARTNERSHIP: "must be identified by a copy of the limited partnership agreement, evidence of filing of the limited partnership in the real property records as required by AS 32.11, and by the names and addresses of all general partners.

☐ Copy attached (including names and addresses of all parties)

☐ Evidence of filing in Recorder's Office, attached

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
SUPPLEMENTAL INFORMATION FORM "A"
CORPORATION, LIMITED PARTNERSHIP, GENERAL PARTNERSHIP, OR JOINT VENTURE INFORMATION

GENERAL PARTNERSHIP or JOINT VENTURE: 11 ACC 95.220(b) states that a general partnership or joint venture must be identified by documentation showing the:

(1) Proper name of the partnership or joint venture.

_____

(2) Date that the partnership or joint venture was formed. _____

(3) Mailing address of the partnership or joint venture.

_____

_____

(4) Physical address of the partnership or joint venture.

_____

_____

(5) Names and titles of persons authorized to act for the partnership or joint venture.

_____

_____

(6) Names and addresses of all partners or all parties to a joint venture (use additional sheets as necessary.

_____

_____

NOTE: If any of the above information changes (including key individuals), resubmit Pages 1 and 2 of Supplemental Form "A".

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
SUPPLEMENTAL INFORMATION FORM "B"
MINING RECLAMATION ACT CERTIFICATION

This page of the Operations Plan need only be filed once a year for a particular operation area if all statements on this form are applicable to subsequent notifications during the current calendar year. Silvicultural operations according to Sec 27.19.050 of the Mining Reclamation Act are exempted from bonding and annual reclamation plan filing where less than five acres and less than 50,000 cubic yards of gravel or other materials are disturbed or removed at one location in any year and there is a cumulative disturbed area of less than five acres at one location.

Pursuant to 11 AAC 97.250, _____ certifies that:
[Company Name]

1. With respect to any material site to be established or operated in the current operating year that lies within the operating area covered by operations titled _____, DPO _____.

   a. the total acreage and volume of the material to be mined from each material site are within the limits set out in AS 27.19.050(a)(2);

   b. _____ will reclaim all acreage required to be
   [Company Name]
   rehabilitated under 11 AAC 95.325; and

   c. _____ in compliance with the rehabilitation
   [Company Name]
   measures required under 11 AAC 95.325 will constitute the reclamation measures to be used to reclaim the total area mined; and

2. With respect to any material site established or operated in any prior year that lies within the operating area covered by this plan of operations:

   a. the area and volume mined from each material site are within the limits set out in AS 27.19.050(a)(2); and
   b. each material site is in compliance with 11 ACC 95.325

Dated: _____

_____
[Company Name]

By: _____

Title: _____

Form 10-41-34 (Rev. 03/09/17)

Date Received: _____
DPO # _____

NOTICE OF OPERATIONS
DETAILED PLAN OF OPERATIONS
SUPPLEMENTAL INFORMATION FORM "C"
REFORESTATION PLAN EXAMPLE AND WORKSHEET

NOTE: This supplemental sheet must be completed for operations in Regions II and III unless the Area Forester gives a written reforestation exemption or the operator is making a land use conversion.

Regulations promulgated under the Alaska Forest Resources and Practices Act (AFRPA) requires harvested land in AFRPA Regions II and III to be reforested within seven years of harvest unless an extension is granted under 11 AAC 95.375(d)(6). The reforestation standards must be met by a sufficient number of vigorous, well-distributed commercial trees free from significant damage. Qualifying trees may be residual trees, new seedlings, or a combination of trees and seedlings approved by the division that meet the standards in 11 AAC 95 .375 (b)(4) and (d)(2). Regeneration must have survived on site a minimum of two years. Tree species considered by the Division for stocking purposes include Sitka spruce, white spruce, Lutz spruce, aspen, balsam poplar, western black cottonwood, and paper birch or other commercial species approved by the Division.

DETERMINATION OF RESIDUAL STOCKING LEVELS

To use this worksheet for reforestation planning, first estimate the number of residual commercial trees that will be left after timber harvest in each size class. Then, for each size class, divide the number of stems per acre needed to meet the minimum stocking standard found in 11 AAC 95.375(b)(4) into the estimated number of trees per acre left after harvest and multiply by 100 to determine the stocking percentage. Percentages from each size class are then added to determine overall residual stocking levels. An example follows:

RESIDUAL STOCKING TABLE EXAMPLE

Average DBH (Diameter at breast height)	Residual Trees (Trees / acre)	Minimum Stocking Standard (Trees / acre)	Stocking %
Greater than or equal to 9"	20	120	17%
6" to 8"	30	170	18%
1" to 5"	60	200	30%
Total residual stocking %			65%

Date Received: _____
DPO # _____

DETERMINATION OF MINIMUM SEEDLING REQUIREMENTS

In the example given above with 65% residual stocking, 158 additional tree seedlings per acre will be needed to satisfy the minimum stocking requirement. This is determined by multiplying the minimum 450 seedlings/acre times the balance of the stocking percentage (35%) to achieve the minimum stocking level. The required number of seedlings may be achieved through natural regeneration, planting or artificial seedling. The new trees must survive on the site for a minimum of two years within seven years of harvest.

RESIDUAL STOCKING CALCULATION TABLE

Average DBH (Diameter at breast height)	Residual Trees (Trees / acre)	Minimum Stocking Standard (Trees/ acre)	Stocking %
Greater than or equal to 9”		120	%
6” to 8”		170	%
1” to 5”		200	%
Total Residual Stocking %			%

SEEDLINGS REQUIRED

Percentage Under stocked = 100 – Total Residual Stocking %
Percentage Under stocked = 100 – _____ % = _____%

Seedlings/ Acre Required = Percentage Understocked/100 x 450
Seedlings/ Acre Required = _____% /100 x 450 = _____

Date Received: _____
DPO # _____

EXHIBIT E

Semi-annual Timber Cutting Report

MATANUSKA-SUSITNA BOROUGH

SEMI ANNUAL TIMBER CUTTING REPORT

MSB # 007419

_____
Contractor's Name (Please Print)

_____
Address

_____
City, State, ZIP

This report is for:

_____ August 2018 - January 2018
_____ February 2019 - July 2019

Cutting Unit #: _____

Timber removed this half:	
Species	Volume

Estimated percentage of cutting unit harvested at the end of this half: _____%

I hereby certify that this report is true and correct.

_____ _____
Signature Date

Mail to:
Matanuska-Susitna Borough
Resource Manager
350 E Dahlia Avenue
Palmer, AK 99645

EXHIBIT F

Timber Harvest and Transportation Permit (Reserved)