

Pingree

- ① Mannon - No
- ② Morgan - ~~Maybe~~ No
- ③ Davis - Maybe
629-1002
- ④ Clark -
667-3649
- ⑤ Perina -
493-5826
- ⑥ Ellerman - Out of Business No
w/ Westridge
482-9329
- ⑦ Barnes, Les
484-2319
- ⑧ Miller, Rubin
492-7478 Cherry
- ⑨ Jones, Cloyd
226-6042
221-3566
~~669-1002~~



November 11, 1987

DEC 1 1987

Chuck West
c/o Daryl Davis
3724 W. Eisenhower
Loveland CO 80537

Dear Chuck:

This letter will be your authority to proceed with the cleanup and salvage of the trees blown down by the tornado at Pingree Park. The contract dated 7/15/87 will still apply to the extended period. You have until the snow closes you out this calendar year. No cutting will be permitted after 12/31/87.

Please stop at the Pingree Camp and get a key to the gate by the powerline from Jack or Jerry.

Sign a copy of this letter and return to me.

Sincerely,

Ray Mehaffey

Raymond L. Mehaffey
District Forester

RLMkrp

cc: Bill Bertschy

I accept the conditions of this letter and agree to abide by the contract dated 7/15/87.

Charles J. West
Contractor

Nov 22, 1987
Date

November 11, 1987

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c/o Daryl Davis
3724 W. Eisenhower
Loveland CO 80537

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Contractor

Date

Name of PURCHASER Chuck West
 Name of SELLER Colorado State University
 Area or Sale Name Tornado Salvage Date 7/15/87

The parties to this contract are Colorado State University
Fort Collins CO 80523,
 hereinafter called the "SELLER" and Chuck West,
Crown Point Road, Larimer County, Colorado.
 hereinafter called the "PURCHASER".

The SELLER agrees to sell and the PURCHASER agrees to buy all dead or live timber marked or designated for cutting by the SELLER, merchantable as hereinafter defined, located on an area to be designated by the Colorado State Forest Service, acting as agent for the SELLER, before cutting begins in

The PURCHASER shall pay to the SELLER, at (See Clause 19) _____, the sum of \$ _____, more or less, as may be determined by actual scale, for the timber at the rates set forth below for stumpage, and for required slash disposal deposits in advance payments of at least \$ _____ each when called by the SELLER or his agent.

Estimated Quantity and Unit	Product & Species	Rates Per Unit For	
		Stumpage	Slash
22 MBF	Sawlogs -- all species	\$ NA	\$ NA
69 Cords	Fuelwood -- all species	NA	NA

The PURCHASER shall cut and remove said timber in strict accordance with the following, and with all conditions and requirements on attached pages which are hereby made a part of this contract.

Unless extension of time is granted, all timber shall be cut and removed and the requirements of this contract satisfied on or before September 30, 1987.

- All trees are merchantable which contain:
- One or more merchantable logs
 - Two or more 6½ foot posts which will peel to not less than a 3" top
 - One or more 12 foot corral poles which will peel to not less than a 2½" top

All logs are merchantable which are not less than 8 feet long, at least 8 inches in diameter inside bark at the small end and contain a net of 50 percent of their gross scale; provided no log scaling less than 10 board feet shall be considered merchantable.

IN WITNESS WHEREOF, the parties hereto have executed this contract, as of the 15th day of July, 1987.

SELLER by William J. Bertsch
 PURCHASER by Chuck A. West

WITNESSES (Two):
Ray Meloy
James Keenan

The following conditions and requirements constitute a part of the contract agreed to on the preceding page.

1. Title to all timber included in this contract shall remain in the SELLER until it has been paid for and felled or scaled, measured or counted, whichever is later. All dead or live timber marked or designated for cutting by the SELLER or his agent shall be cut and removed. No timber shall be cut until paid for, nor removed from the place agreed upon for scaling, until scaled, measured or counted, and stamped by the SELLER or his agent.
2. Sawlogs shall be scaled by the Scribner Decimal C log rule and other products shall be scaled, measured or counted as prescribed by the SELLER's agent or as specifically provided in this contract.
3. The PURCHASER, his contractors and sub-contractors, shall make every reasonable effort independently or in cooperation with recognized fire protection agencies to prevent, control and put out any fires starting on, burning on, or threatening the contract area. As used herein, "every reasonable effort" consists of using all available employees and equipment under the control, direct or indirect, of the PURCHASER, his contractors and sub-contractors. U.S. Forest Service approved spark-arrestors shall be used on all internal combustion engines. Operable fire extinguishers shall be available at landing sites for use if needed.
4. The PURCHASER, in all phases of construction and logging operations, shall protect, insofar as practicable, all telephone lines, ditches, fences, and other improvements and, if such improvements are damaged by his operations under this contract, he shall restore them immediately to a condition satisfactory to the SELLER.
5. The PURCHASER shall conduct all operations under this contract in a workmanlike manner, and shall not unnecessarily damage young growth or trees left standing. Extensive damage to standing trees will be paid for at the rate of \$ 10 per tree or twice the stumpage value of that tree, whichever is greater.
6. Stumps shall be cut as to cause the least practicable waste and shall not exceed, on the side adjacent to the highest ground, 8 inches for sawlogs and 6 inches for other products. Payments for high stumps shall be at the rate of \$2.00 per stump.
7. All operations on the sale area may be suspended by the SELLER or his agent, in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract.
8. This contract shall not be assigned in whole or in part except by advance written agreement between buyer and seller.

9. Upon failure on the part of the PURCHASER to fulfill all and singular the requirements herein set forth, or attached and made a part hereof, all the monies advanced or deposited under this contract may be retained by the SELLER to be applied toward the satisfaction of the PURCHASER'S obligations hereunder without prejudice whatever to any other rights and remedies of the SELLER.
- NA 10. ~~As further guarantee of the faithful performance of the provisions of this contract, PURCHASER delivers herewith and agrees to maintain a surety bond for the sum of \$ _____ Cash, certified check, or money order shall be held by the SELLER in the amount of the bond. The bond will be returned to PURCHASER upon satisfactory completion of all terms of this contract.~~
11. PURCHASER shall limb all trees to a two inch top, log and scatter slash so as to lie within two feet of the ground. Slash disposal shall be done concurrent with the cutting of the timber. See clauses 22 and 23.
12. No tree will be felled so that it will fall outside of the sale boundary.
13. Any improvements such as corrals or loading platforms shall be either disassembled or removed from the sale area upon completion of cutting.
14. Rights-of-way affecting timber or lands outside the sale area shall be secured by the SELLER.
15. Logging operations will be suspended during period when such operations would cause excessive erosion.
16. The Colorado State Forest Service will act as representative of the SELLER in the administration of this contract.
17. Roads and skid trails will be flagged in advance of use by the Colorado State Forest Service administrator.
18. The PURCHASER agrees to comply with all the laws, rules, and regulations of the State of Colorado.
19. The timber value was reduced by the tornado of 6/18/87 to a point where its value is equal to that of the costs of removing the downed trees and other specified contractual costs. The timber value, as a result, is being exchanged for the specified work.
20. The sale boundary will be marked with BLUE ribbon.
21. All trees within the sale boundary are designated for cutting. Any trees designated for cutting outside the sale boundary will be marked with an orange-paint "X". Such trees will be within easy view of the boundary.
22. Stumps of blown down trees will be left in place.

23. Slash in the parking lot will be moved by the purchaser to the edge of the lot for later burning by the Colorado State Forest Service.
24. Colorado State University will designate 40 trees (logs) which they want reserved for houselogs by a easily seen colored paint. The purchaser will limb these trees, but leave them in place.
25. The purchaser will be allowed to park and use a camper trailer in Area B or C of the "Pingree Tornado Salvage Report."
26. The purchaser will stay out of all meadows.
27. The CSU/Romer property line will be re-established by CSU prior to cutting in Area K.
28. Area D (Laut thinning) is excluded from this sale agreement.

PINGREE TORNADO SALVAGE

Tornado occurred on June 18, 1987 at approximately 4:00 PM

Damage estimate for purposes of salvage sale made 6/25/87.

Parking lot- 2 large piles of trees mixed with dirt.

Pile 1- 18-20 trees. 20x 40 = 7-800 b.f.
30 small trees = 2 cords

Pile 2- 8-10 sawlog trees. 10 x 40 = 3-400 b.f.
1 cord wood in tops and small trees.

Edge of parking lot - 65 trees - 8 trees/cord = 8 cords

AREA A- North from parking lot. Some trees from here have been hauled to lot. Area touches creek where a few spruce are down. 5-10% slopes except steep to creek from road for about 100 feet. 2 chains x 3 = 0.6 Acres

8 cords/Acre and 1/3 sawlogs

AREA B- Leaves Creek and follows ridge to north. Heavy mistletoe. Very few trees left standing. At edges, there are a few standing and feathering the edges is possible. Average DBH - 8-9" Relatively flat, 0-15%. Fallen trees on bottom at 10 o'clock and trees on top at 11:30.

2 Chains x 6 = 1.2 Acres Density-7MBF/A

AREA C- Swath widens to 5 chains. Lodgepole pine mixed with aspen. Includes a beaver pond of approximately 0.1 acre.

5 chains x 2 = 1.0 Acres Density-Low & small trees

AREA D- Enter Laut mistletoe thinning area. Wood available also includes dead wood of thinning. Average DBH - 6-7" Telephone and power lines intact at north of area. Aspen is coming in to area.

3 chains x 5 = 1.5 Acres Density: 2-3 cords/Acre live
and 3-5 cords/Acre dead

AREA E-A few trees down at powerlines. No volume. No large trees to fall and as a result, powerline is saved.

AREA F-Starts at powerline and goes up a 25-35% slope. Rocks as large as a car are on slope as well as aspen. Loggable area limited by slope and rocks. Good access road through camp to this area. Down area is 2 1/2 chains wide at road and Pingree gate junction. Down is mostly on

Pingree at this point. Mostly on Pingree for 2 chains of path. Goes up hill and most of down is then North of fence.
2 1/2 x 2 chains = 0.5 Acres 12 cords/A & 1/3 sawlogs.

AREA G-Total of 12 trees down around Dorm # 8, "Columbine".
Pictures from here. 1 cord.

AREA H-Heading south of main road across South Fork Cache la Poudre River. Trees are down 8 o'clock to noon. Some small patches left standing. Lodgepole on slope and some spruce in bottom. Mistletoe present, Also Gall Rust. Slopes are 10-25% to river bottom. Length is about 4 chains (slope).
4 chains x 4 = 1.6 Acres 14 cords/Acre 1/3 sawlogs

AREA I-Same as 'H' but on south side of river to meadow. Numerous small trees standing. Trail runs along edge of meadow.
2 chains x 4 = 0.8 Acres 14 cords/Acre, 1/3 sawlogs

AREA J-A tree now and then along road to south.
28 sawlog trees (12"DBH) x 90 bf = 2.70 MBF

AREA K-Blowdown patch along road. Crosses road and goes up hill to south. Average DBH-10". Gall rust and mistletoe. Some sub-alpine fir and Engelmann spruce present. Large pond at top of slope. Tornado crossed it after coming down a slope too steep to harvest. (200 degrees bearing)
2 1/2 chains x 2 = 0.5 Acres 10 MBF/Acre.

Tornado crossed near upper 1/3 mark of beaver pond. Across pond, there are scattered limber pine, lodgepole pine, and Engelmann spruce trees down. Slopes are to 50%. Path is now 120 degrees bearing.

No access along beaver pond from south. It is too wet and it is rocky when not too wet.

Path culminates in large blowdown area across the Stormy Peaks Trail. Trees are jackstrawed on several acres.

PINGREE TORNADO OBJECTIVES

Problems

Timing
 Slash Disposal
 Stump Removal
 Burning Concerns
 Assistance
 Damaged Trees
 Smaller Diameters
 Dwarf-mistletoe
 Western Gall Rust
 Edges - Feather to; reduce blowdown
 Seed source for regeneration
 Use of Teambuilding Area
 Steep slopes
 Parking lot use

DAMAGE SUMMARY

Area	Acres	MBF	Cords	Total Cords
PL	-	1.1	3	5.2
EPL	-		8	8.0
A	0.6	1.6	2	5.0
B	1.2	8.4	3	20.0
C	1.0	1.0	3	5.0
D	1.5		12	12.0
E			1	1.0
F	0.5	1.0	4	6.0
G			1	1.0
H	1.6	4.0	14	22.0
I	0.8	2.0	7	11.0
J		2.7	1	6.0
K	0.5	5.0	10	20.0

TOTALS	7.7	26.8	69	113.0