



COPY

Contract No. Railroad Salvage 2019

Client: City of Sweet Home

Operating Permit No: 2019-772-06345

Log Brand: C T over 4

TREE FARM MANAGEMENT SERVICE CONTRACT

THIS DOCUMENT IS A BINDING CONTRACT as of August 13, 2019

THE PARTIES ARE:

"CTC"	Cascade Timber Consulting, Inc. an Oregon Corporation 3210 Highway 20 P.O. Box 446 Sweet Home, OR 97386
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"Client"	City of Sweet Home	541-367-6419
	1140 12 th Ave. Sweet Home, OR 97386	

CTC and Client agree:

1. **CTC'S STATUS.** CTC is a timber management and consulting firm which acts as an independent contractor regarding the subject matter of this contract.

2. **AUTHORITY OVER PROPERTY.** Client warrants that Client has authority to order CTC'S services under this contract to be performed on real property ("the property") described in Schedule "A", which schedule is attached to this contract and made a part of this contract by this reference. Client further warrants that lawful access to the property is available as described in Schedule "A". Client will always indemnify CTC, hold CTC harmless and defend CTC, by attorney satisfactory to CTC, against any claim against CTC arising out of Client's breach of this warranty of authority. The covenants and warranties of this paragraph continue even after CTC has fully performed its duties under this contract.

3. CTC'S DUTIES.

- 3..1. CTC will perform certain tree farm management services on the property as set out in Schedule "B", in an efficient, workmanlike manner and in accordance with good practice which now prevails in the Western Oregon Tree Farm Industry and in conformity to the Oregon Forest Practices Act and all other applicable laws and government regulations.
- 3..2. CTC will complete the work on or before December 31, 2019, unless CTC's performance under the contract is suspended because of adverse weather conditions, directions of Linn County Forest Protective Association or State Forestry, acts of God or other causes beyond the reasonable control of CTC, in which case, CTC will complete the work under this contract as soon as reasonably possible.
- 3..3. In the performance of its duties under this contract, CTC will make every reasonable effort to prevent and suppress forest fires on the property and will require subcontractors it hires to work under this contract to do likewise.
- 3..4. During the term of this contract, CTC will keep in force at its cost:
 - 3..4..1. Public liability insurance, including logger's broad form property damage liability, with limits of personal injury and property damage liability of no less than \$1,000,000 per occurrence; and
 - 3..4..2. Worker's Compensation coverage for CTC's workers and will also require any subcontractors to show proof of compliance with Worker's Compensation Laws of the State of Oregon.
- 3..5. Unless otherwise agreed, CTC will obtain all State and Federal permits required to authorize CTC to perform CTC's duties under this contract.
- 3..6. Unless otherwise agreed, CTC will pay Western Oregon Severance and Harvest taxes which accrue on account of any trees harvested under this contract and CTC is entitled to reimburse itself for such payments from logging proceeds.
- 3..7. CTC will give Client a copy of any log purchase agreements associated with this contract and will give Client itemized, periodic accountings of all costs (including CTC staff charges, subcontractor's fees, log scaling fees, and tax payments) deducted

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from logging proceeds.

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- 3..8. CTC will promptly pay any net logging proceeds to Client after CTC pays all costs associated with this contract.

4. CLIENT'S DUTIES.

- 4..1. Unless otherwise agreed, Client will pay CTC for CTC'S services under this contract in accordance with Schedule "C" on or before the 15th of the month following the end of the quarter in which services were performed without regard to the availability of logging proceeds from which Client may make such payments. If the services were not complete within one quarter, then Client will pay CTC according to CTC'S good faith estimate of percentage of work completed.
- 4..2. Unless otherwise agreed, Client will construct and maintain all roads reasonably required by CTC to complete CTC'S performance of duties under this contract and Client will pay all road use fees related to the work CTC performs under this agreement.
- 4..3. Client shall indemnify CTC and hold it harmless from any loss arising from actual or alleged interference with wildlife or its habitat, including but not limited to the Spotted Owl, as a consequence of CTC's performance of its duties under this agreement.

5. STANDARD OF PERFORMANCE. Time and exactness of performance are the essence of this contract. Either party's failure at any time to require timely and exact performance of the other does not take away that party's right to require timely and exact performance of the other at another time. If a party forgives the other's untimely or inexact performance, the party may reinstate the "time and exactness are the essence" clause by reasonable prior notice to the other of the party's intention to thereafter insist on timely and exact performance.

6. DEFAULT. A party may declare the other in default if:

- 6..1. The other fails to comply within 10 days of the party's specific written demand to cure any defect in the other's performance of the contract; or
- 6..2. The other becomes insolvent or is the named debtor in any bankruptcy proceedings.

7. REMEDY FOR DEFAULT.

- 7..1. If Client defaults, among all other remedies available to CTC to the extent allowed by law, CTC may suspend its operations under this contract until Client cures the default, and in any event, CTC is entitled to compensation for the contract price of its services performed prior to the date CTC terminates the contract.
- 7..2. If CTC defaults, Client may require CTC to stop work under the contract until CTC cures its default, in which case Client may require CTC to remove all of its equipment from the property, failing which, Client may do so at CTC'S expense. The foregoing remedies are in addition to any other remedies allowed by law to Client for CTC's default.

8. DISCLAIMER. Client acknowledges that Client entered this contract based on Client's own evaluation of the anticipated profitability of hiring CTC and CTC gives no warranty regarding the volume of timber available for harvest on the property nor the price for which the timber will be sold. Unless otherwise agreed, CTC assumes no responsibility for reforestation, if any, required under law as a result of CTC's activities under this contract nor does CTC warrant what, if any, impact completing this contract may have on any special ad valorem property tax classifications available under present law for the property.

9. ATTORNEY FEES. If court action is started to enforce this contract or to provide a remedy for breach of this contract, including rescission of the contract, the prevailing party is entitled to an award from the other of reasonable attorney fees as determined by the court at trial or on appeal, even if the contract is otherwise lawfully rescinded.

10. NOTICE. Any notice under this contract must be in writing and is effective when actually delivered or when deposited in the mail, registered or certified, and addressed to the party at the address stated above for that party or to such other address as that party may designate by written notice to the other.

11. WHOLE CONTRACT. This contract, with its Schedules, is the complete and exclusive agreement of the parties about the property. The agreement supersedes any other agreement by the parties about the property.

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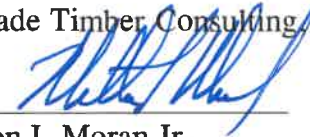
TO SHOW THEIR AGREEMENT, CTC and Client sign this contract in duplicate original.

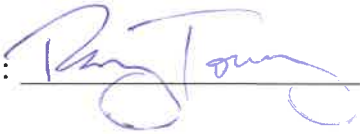
CTC:

Client:

Cascade Timber Consulting, Inc.,

City of Sweet Home

By: 
Milton I. Moran Jr.
President

By: 
By: _____

Date: 8-13-19

Date: 8-13-19

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SCHEDULE "A" - Property Description

Legal Description:

Parts of NW¼ SW¼ Sec.31,T.13S.,R.1E., and NE¼ SE¼ Sec.36, T.13S.,R.1W.

Access to the property is as follows:

The unit is located near 1020 Vista Lane; Sweet Home

LINN COUNTY FIRE MAP PAGE 6159

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SCHEDULE "B" - Work Description

(Initial Each Provision as Applicable)

1. N/A N/A CTC will mark trees to be cut according to good commercial thinning management practices for the Western Oregon Douglas Fir Industry.
2. [Signature] CTC will use its reasonable best efforts to market timber under existing price conditions and hire a contract logger to remove and deliver the logs.
3. [Signature] CTC will administer all phases of the logging operation.
4. [Signature] CTC will supply all labor and equipment to complete the work.
5. [Signature] Client to guarantee all Property Lines are accurate.

092 RAILROAD SALVAGE
T13S R1W Sec. 36 & T13S R1E Sec. 31



X 20 mbf Salvage

Nearest Address for EMS:

● 1020 Vista Lane, Sweet Home, OR 97386



1 inch = 200 feet