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To Randy Durner/R9/USDAFS@FSNOTES, Jim
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Cotterman/R9/USDAFS@FSNOTES, Anthony
cc Paul Weese/R9/USDAFS@FSNOTES, James
Seyler/R9/USDAFS@FSNOTES, Lois
Demarco/R9/USDAFS@FSNOTES

bcc

Subject Duhring Resources - Warrant 3672 and Lot 8

In light of the recent correspondence involving Duhring Resources, Shelter Lumber and the ANF, as well as recent developments on the ground, I will once again make my direction on Warrant 3672 clear, and offer a cautionary note on Lot 8.

Warrant 3672

1) I will not, under any circumstances, allow logging trucks to be used on Duhring's improvements in Warrant 3672. Shetler may use a forwarder or they may skid. I understand that forwarding presents some operability concerns for Shetler - and I expect Randy Durner to resolve the contractual consequences of these concerns. I also acknowledge that there are some resource concerns with the designated skid trail.

2) With regard to the skid trail, I suggest that we could enlist our C&M crew to install ditches, a pipe and surfacing over this approximately 50' long section of trail to facilitate skidding. If this is a viable option, it should be coordinated through Dave Cotterman, and I estimate this work would take less than one day. C&M would not be able to use a truck on Duhring's improvements, would have to limit their access to the trail itself, and should not impact Duhring's improvements in any way. These are less than ideal conditions for C&M, but they are the limitations under which they would have to operate.

3) Shetler has requested an extension. This needs to be negotiated with Duhring. Under the cut, skid and deck (CSD) agreement, they are required to give us reasonable access to remove the timber. If we cannot do so to their satisfaction under the conditions that have been negotiated since that agreement, then we need to go back to the table. **These are limitations on any extension : No logging trucks . No exchange of work or funds for an extension - either on our part or the part of the purchaser . No improvements to Duhring 's estate - the purchaser will repair any damage to Duhring 's improvements only to the condition in which Duhring made it available to us to remove the decked timber .** The CSD agreement requires that the OGM operator provide access; we will not negotiate that access under some type of fee arrangement. I may reconsider the use of logging trucks if an extension is made to allow for removal under frozen conditions. But this will require concurrence from Duhring (with no compensation), and I will need to consult with the Forest Supervisor.

4) None of this exempts the purchaser from meeting BMPs, Forest Plan standards and guidelines, and the operating restrictions in the contract while executing the removal of the decked timber.

Lot 8

Cautionary note: I **recommend** that the CO, FSR or TSA do not attempt to negotiate any changes to the operating plan for Lot 8 without the direct involvement of Ranger Scardina. If the purchaser deviates from the operating plan placed in the contract, then this should be treated as a contract violation. If any deviation results in damage to Duhring's improvements, then the purchaser should repair the damaged area to its original condition. The purchaser should not place additional improvements (surfacing, etc.) where none existed before.

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District Ranger
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