

CT2.2 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2002)

BT2.2(b) notwithstanding, bucking lengths shall be varied to ensure that the maximum sawlog piece that may be left is 2 feet and that the maximum small roundwood piece that may be left is 5 feet.

Where cut trees are identified by paint, the Purchaser shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

CT2.302# - PAYMENT UNIT BOUNDARIES (09/2004)

The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table CT2.302# - Payment Unit Boundaries, Payment Unit Boundary Designation Table

CT2.302# - Payment Unit Boundaries

| Payment Units | Paint Color | Designation |
|--|-------------|--|
| 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 | Orange | -Boundary line trees are marked at eye level with 3 horizontal slash marks and a spot at ground level, marks are facing into the interior of the payment unit. |
| | | - Yellow boundary posters with the sale name and payment unit are stapled to boundary trees and face outward at locations where the payment unit boundary intersects with roads. |

CT2.355# - INDIVIDUAL TREES (08/2004)

BT2.35 notwithstanding, the following individual trees are Marked with paint above and below stump height:

Cut Tree Marking. Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Sale Area Map with the symbol CTM.

See Table CT2.355# - Individual Trees, Cut Tree Marking

Leave Tree Marking. Individual trees to be left uncut are Marked in all or parts of the following Payment Units. Unmarked trees meeting Utilization Standards in AT2 shall be cut. Areas of leave tree marking are shown on the Sale Area Map with the symbol LTM.

See Table CT2.355# - Individual Trees, Leave Tree Marking

Sample

CT2.355# - Individual Trees Table

Cut Tree Marking

| Payment Unit(s) | | Paint Color |
|---------------------------------|--|-------------|
| 1, 3, 4, 5, 6, 7, 8, 10, 11, 12 | | BLUE |
| 2 and 9 | | YELLOW |
| | | |
| | | |
| | | |

Leave Tree Marking

| Payment Unit(s) | | Paint Color |
|-----------------|--|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Sample

CT4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CT4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

Sale Name: Ruby

CT5.11# - REQUIREMENTS OF RIGHTS-OF-WAY (08/2001)

BT5.11 notwithstanding, requirements of Rights of Way are listed below:

Right of Way 1: On the easement shown on the Sale Area Map and granted by Duncan Pat Canada on September 24, 2015, recorded at District Office on September 24, 2015, the Purchaser agrees to perform the following specific measures and observe the following restrictions: See attached easement

Right of Way 2: On the easement shown on the Sale Area Map and granted by Krystle Glave on September 9, 2015 recorded at District Office on September 9, 2015, the Purchaser agrees to perform the following specific measures and observe the following restrictions: See attached easement

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

CT5.31# - Contract Road Maintenance Requirements Summary Table

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
| N/A | | | | | | | | | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable During Road Maintenance Specifications | | | | | | | | | |
|---------------|--------------|--------|-------|---|--|--|--|--|--|--|--|--|--|
| | From | To | | 1040 | | | | | | | | | |
| Shortcut Road | Union T Road | Unit 7 | | P | | | | | | | | | |
| Shortcut Road | Cem Mtn Rd | Unit 5 | | P | | | | | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | | |
| N/A | | | | | | | | | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

INCLUDED SPECIFICATIONS

| <u>Activity No.</u> | <u>Activity Specification Title</u> |
|---------------------|-------------------------------------|
| 1040 | Spot Surface Course Placement |

Sale Name: Ruby

CT6.222# - PROTECTION OF SPECIAL AREAS (08/2001)

The Purchaser shall not conduct logging operations within the boundaries of the following areas: Protected Special Area in Payment Unit #2. Special Areas are shown on the Sale Area Map with the symbol SA.

Logging shall be permitted in the following areas only during the following specified times: Not Applicable

The locations of these areas are shown on Sale Area Map and are marked on the ground by the following means: WHITE painted boundary facing into the cutting unit.

CT6.23 - PROTECTION OF LAND SURVEY MONUMENTS (09/2004)

The Forest Service shall appropriately designate on the ground all known surveying monuments, section corners and other corner accessories. Bearing trees shall be posted by the Forest Service with at least one bearing tree sign and a 6-inch red paint band around bole of tree about 6 feet above ground.

If any known monuments, corners or accessories are destroyed, obliterated, or damaged during the Purchaser's Operations, the Purchaser may make Required Deposits (16 U.S.C. 572) at rates stated in the Monument Restoration Schedule listed below. Such deposits shall be the minimum rates charged, and will be deposited in a special account. Minimum rates shall be adjusted upwards to cover actual costs incurred on all restoration projects.

The Purchaser and the Forest Service may agree in writing on actual cost for partial restoration projects. If the Purchaser destroys, obliterates or damages Land Survey Monuments or accessories other than those listed in said schedule, Forest shall establish rates commensurate with the Purchaser's liability.

Monument Restoration Deposit Schedule

| Type of Monument----- | Deposit |
|------------------------------------|----------------------|
| Exterior F.S. Survey Monument----- | \$100.00/monument |
| Interior F.S. Survey Monument----- | \$100.00/monument |
| Witness Tree ----- | \$75.00/witness tree |
| Exterior Property Lines----- | \$750.00/mile |

CT6.3# - SCHEDULE FOR RELEASE OF PAYMENT UNITS (08/2001)

Unless otherwise agreed in writing, no more than 2 Payment Units may be operated at one time. Upon completion of all contract requirements in a Payment Unit, an additional Payment Unit may be released for cutting if by such release the maximum number of Payment Units specified above, which may be operated at one time, is not exceeded.

The sequence for cutting Payment Units shall be: N/A

CT6.414# - DIRECTIONAL FELLING OBJECTIVES (08/2001)

Unless otherwise agreed in writing, in areas shown on Sale Area Map as subject to this provision, the Purchaser shall control the direction of fall of Included Timber by wedging, jacking, lining, or other appropriate methods. Methods used shall result in felling trees away from the special area in Payment Unit #2 and away from the powerline adjacent to Unit #7.

Not Applicable Unless otherwise agreed, the location of tractor skid roads shall be approved in advance of felling operations.

CT6.5# - STREAMCOURSE PROTECTION (06/2002)

The following are required in addition to the Standard Provisions under BT6.5:

Applicable Fords may be permitted with written authorization in locations containing rock or rock-fragment bottoms or where streams can be protected with corduroy or gravel.

Applicable All vehicles are prohibited within a N/A Marked boundary along either side of Streamcourses that are shown on the Sale Area Map. Vehicles will be allowed to cross Streamcourses only at locations designated by the Forest Service or as essential to construction or removal of culverts or bridges.

Sale Name: Ruby

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS (08/2006)

Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

See CT6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

See CT6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table

Applicable Mulch at the rate of 2000 pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Applicable The Forest Service shall agree to the timing of the seeding operations.

Not Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

Not Applicable Other revegetation specification: N/A

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

See CT6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table

CT6.601# - Revegetation Plan and Specification Table

| Seeding Season | From Date | To Date |
|----------------|-------------|-------------|
| Season 1 | March 1 | May 1 |
| Season 2 | | |
| Season 3 | September 1 | November 30 |

Season 1

| Fertilizer | Pounds/Acre | Seed | Pounds/Acre |
|------------|-------------|-----------------|-------------|
| 13-13-13 | 350lbs/acre | Sorghum | 25 |
| | | Partridge Pea | 10 |
| | | Browntop Millet | 25 |
| | | | |
| | | | |
| | | | |

Season 2

| Fertilizer | Pounds/Acre | Seed | Pounds/Acre |
|------------|-------------|------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Season 3

| Fertilizer | Pounds/Acre | Seed | Pounds/Acre |
|------------|-------------|---------------|-------------|
| 13-13-13 | 350/acre | Winter Rye | 25 |
| | | Ladina Clover | 10 |
| | | Winter Wheat | 75 |
| | | | |
| | | | |
| | | | |

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

| Lump Sum Amount |
|-----------------|
| \$2,780.00 |

| Amount Per Unit of Volume |
|---------------------------|
| N/A |

CT6.63# - TEMPORARY ROADS (08/2004)

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the seeding season(s) listed in CT6.601#.

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the Normal Operating Season(s) listed in AT13.

The location and clearing widths of all Temporary Roads shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. Temporary roads shall follow the general contour insofar as practical with maximum grades not to exceed 10 percent for lengths up to 100 feet. Construction shall include frequent broad-based dips or breaks in grade as necessary to remove runoff from the road. Clearing width shall not exceed that needed for safe and efficient operations, and the travel way shall not exceed 12 feet except at turnouts and landings. Crossings shall be located perpendicular to any stream or drainage.

Concurrent with Temporary Road construction, the Purchaser shall install straw or hay bales, silt fence or brush/slash barriers at the base of the fill along Temporary Roads adjacent to Streamcourses and at other sensitive areas shown on Sale Area Map per the following requirements:

See Table CT6.63# - Temporary Roads, Silt Barrier Table

At Streamcourse crossings, cut and fill slopes and other disturbed areas within 25 feet slope distance of the Streamcourse shall be protected by seeding and mulching Applicable

As necessary to attain stabilization of roadbed and cut and fill slopes of Temporary Roads, the Purchaser shall employ such measures as outsloping, revegetation, mulching, drainage dips, water spreading ditches and silt barriers.

Unless otherwise agreed, cut banks and fill slopes shall be sufficiently sloped to facilitate revegetation.

The Purchaser shall place and maintain the following depth of gravel or crushed stone on all Temporary Roads at the following locations:

See Table CT6.63# - Temporary Roads, Gravel Requirements Table

Purchaser shall maintain all erosion control structures such as silt barriers, water-spreading ditches and broad based dips in a functional condition during Purchaser's Operations. Purchaser shall stabilize and close to vehicular traffic all Temporary Roads prior to periods of inactivity.

Except for Temporary Roads to remain open under BT6.631, after a Temporary Road has served Purchaser's purpose, the Purchaser shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, remove ruts, remove outside berms by pulling the material back onto the road surface, effectively block the road to normal vehicular traffic, and build cross ditches and water bars as staked or otherwise marked on the ground by Forest Service unless agreed otherwise in writing. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to restore channel to natural size, slope and bottom, and to permit normal maximum flow of water and protection of adjacent resources.

CT6.63# – Temporary Roads Table

| Side Slope Percent | Distance From Streamcourse |
|---------------------------|-----------------------------------|
| N/A | N/A |
| | |
| | |
| | |

| Location | Distance (feet) | Percent Grade | No. Inches of Gravel or Crushed Stone |
|--|------------------------|----------------------|--|
| Steep grades of short distances | 100 | 10% | 4 inches of #4 or #3 gravel |
| Dips, moist sites, erosive prone soils, and fills over culverts | As needed | Applicable | 4 inches of #4 or #3 gravel |

CT6.65 - SKID TRAILS AND FIRE LINES (08/2001)

At locations where terrain or other conditions prevent practicable construction of cross ditches and water-spreading ditches, the Forest Service may designate that ground debris consisting of root mat, humus, leaf and needle litter, or slash (as defined in CT6.7#) existing in the immediate area be placed on skid trails or fire lines. At such locations, the Purchaser shall place sufficient ground debris to slow and disperse runoff. At other locations the Forest Service and the Purchaser may agree to use ground debris, singly or in combination with other methods, to control erosion.

CT6.66 - CURRENT OPERATING AREAS (08/2001)

Where logging or road construction is in progress but not completed, unless otherwise agreed, the Purchaser shall, before beginning a period of inactivity anticipated to last 30 days or more, and before any expected period of seasonal precipitation or runoff, remove all temporary log culverts, and construct cross drains, drainage ditches, dips, berms, culverts or other facilities needed to control erosion.

CT6.7# - SLASH TREATMENT (08/2004)

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under BT6.31.

Applicable At or adjacent to log landings, delimiting areas, and similar areas of slash accumulation within All Payment Units, concentrations of slash greater than 3 feet in height and 5 feet in length, measured at greatest distances, shall be lopped and scattered to lie within 2 feet of the ground or scattered back over the unit or main skid trails having exposed soil.

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

See Table CT6.7# - Slash Disposal, Slash Disposal Requirements Table

CT6.7# - Slash Disposal, Slash Disposal Requirements Table

| Map Symbol | Title | Treatment |
|-------------------|------------------------|--|
| ST | Seed Tree Areas | In Payment Unit 4, 5, 6, 7, 10, 11 and 12 all created slash shall not be touching the bole of all residual trees left for future RCW cavity trees, shelter and seeding purposes. Created slash shall not be accumulated to a height of greater than 3 feet within a 5 foot radius of the bole of all unmarked residual trees left for future RCW cavity trees, shelter and seeding purposes. |
| SD | Slash Disposal | <p>Within Payment Units 4, 5, 6, 7, 10, 11 and 12 all slash accumulated at landings and delimiting areas shall be piled, unless it is agreed in writing that slash can be used to cover areas having exposed soil, such as skid trails, for erosion control purposes. Piling will be accomplished with a machine, of such size, that will cause minimal damage to the residual timber and with an acceptable brush piling blade. Piles will meet the criteria identified below.</p> <ul style="list-style-type: none"> • Piles shall be in the immediate vicinity of the landing or delimiting area. • Piles shall be reasonably compact and free of soil. • Piles shall be located at least <u>50</u> feet from residual timber and <u>100</u> feet from protected streamcourses. • Piles shall not be more than <u>200</u> feet long and <u>200</u> feet wide. • If more than one pile is needed in an area, they should be no more than <u>100</u> feet apart. • All objects that extend for more than <u>5</u> feet in any direction from the pile profile will be cut off and returned to the pile. |

CT6.8 - MEASURING (08/2001)

The estimated quantity of timber has been determined by tree measurement in accordance with the methods described in the Timber Cruising Handbook (FSH 2409.12), a copy of which may be examined in the Forest Supervisor's or the Ranger's Offices.

CT7.201 - TRUCK, TRACTOR AND POWER SAW MUFFLERS (08/2001)

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations.

CT7.202# - FIRE FIGHTING EQUIPMENT (08/2001)

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times a shovel and a fire extinguisher and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

CT7.22 - EMERGENCY FIRE PRECAUTIONS (08/2001)

The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

| Fire Danger Rating: | Limitations or Restrictions on Purchaser Operations: |
|---------------------|--|
| A to C: | Normal fire precautionary operations |
| C+ to D (Very High) | Forest Service may suspend any or all of Purchaser's operations. |
| E (Extreme) | In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service. |

Sale Name: Ruby

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

CT8.23# - ADDITION OF NET GROWTH (08/2004)

In event of Contract Term Extension, net growth shall be added to all uncut designated timber, except on the partially cut Payment Units exempt from redetermined rates under BT3.1. On the partially cut Payment Units to which redetermined rates apply under BT3.1, the Forest Service shall determine the approximate percentages of area remaining uncut. These percentages shall be applied to the original estimates of timber quantity in each Payment Unit to determine the approximate quantity of designated timber remaining in each Payment Unit. The growth percentages listed herein shall be applied to these estimated remaining quantities to obtain total net growth of uncut timber in the partially cut Payment Units. For both un-entered and partially cut Payment Units, the determination of volume subject to addition of growth shall be made as of 45 days prior to the original Termination Date shown in AT12 with no adjustment for any timber subsequently Released for Cutting or cut and removed prior the effective date of Contract Term Extension. Growth shall be calculated on the basis of total number of full growing seasons from 2/1/2016 until the Termination Date, including any Contract Term Adjustment.

Applicable annual growth percents by species or species groups and products are:

See Table CT8.23# - Addition of Net Growth, Percent Growth Table

Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

CT8.23# - Addition of Net Growth Table

| Species or Species Group | Product | Annual Growth Percent |
|---------------------------------|-----------------|------------------------------|
| Southern Yellow Pine | Sawtimber | 4 |
| Hardwood | Sawtimber | 4 |
| Hardwood | Small Roundwood | 3 |
| Pine | Small Roundwood | 8 |
| | | |

Sample

CT8.71 - TRIPARTITE LAND EXCHANGE (04/1999)

Purchaser agrees that timber values for which cash payment is required under BT4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.

Sample

CT5.31# - Contract Road Maintenance Requirements Packet**SECTION 1. GENERAL**

Purchaser's maintenance responsibility begins (1) after purchaser performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Purchaser begins to use the road. Occasional travel by Purchaser's light vehicles, prior to beginning of construction clearing or logging operations in the area accessed by the road, does not constitute beginning of use. Purchaser is not required to perform routine maintenance during periods of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to meet its needs.

The Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule under Standard Provision BT6.31.

If the Purchaser elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer or designee shall determine the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the Contracting Officer or designee agrees in writing otherwise, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion.

The Purchaser shall attend to the following situations as they occur and concurrently with sale operations: remove slides, fallen timber and other obstructions and overhanging brush obstructing road sight distance. Excess material resulting from any maintenance activity shall not be placed at locations where it will wash into streams.

The Forest Service shall prepare a revised Road Maintenance Requirements Schedule to reflect changes in the original haul route.

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

Borrow. Select Material taken from designated borrow sites.

Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the

Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.

Lead-off Ditches. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

Maintenance Activity. Items of work leading to the minor restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Prehaul Maintenance. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

Slide. A concentrated deposit of materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

Surface Course. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | |
| N/A | | | | | | | | | | | | |
| | | | | | | | | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable During Road Maintenance Specifications | | | | | | | | |
|---------------|--------------|--------|-------|---|--|--|--|--|--|--|--|--|
| | From | To | | 1040 | | | | | | | | |
| Shortcut Road | Union T Road | Unit 7 | | P | | | | | | | | |
| Shortcut Road | Cem Mtn Rd | Unit 5 | | P | | | | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|
| | From | To | | | | | | | | | | |
| N/A | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

SECTION 4. ROAD MAINTENANCE ACTIVITY SPECIFICATIONS

INCLUDED SPECIFICATIONS

| <u>Activity No.</u> | <u>Activity Specification Title</u> |
|---------------------|-------------------------------------|
| 1040 | Spot Surface Course Placement |

ACTIVITY 1040 - SPOT SURFACE COURSE PLACEMENT

DESCRIPTION

1.1 Spot surface course placement includes subgrade preparation, furnishing, spreading and shaping Materials in accordance with the Requirements.

MATERIALS

2.1 Surface course Material will be in accordance with the Requirements, 3.2.

REQUIREMENTS

3.1 Subgrade Preparation. Prepare subgrade to receive surface course Material at locations as designated on-the-ground by the Forest Service on roads listed below. Prepare the subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.

3.2 Furnish and spread Material at spot locations designated on the ground by the Forest Service as follows.

| Road Number | Road Name | Pre/During Haul | Type Material | Quantity (C.Y./Tons) |
|--------------------|------------------|------------------------|----------------------|-----------------------------|
| NA | Shortcut Road | During | ALDOT #4 or 5 | 75 |
| | | | | |
| | | | | |

3.3 Variations. The purchaser will be required to furnish weight or volume tickets to the Forest Service for the amount of surface course material placed. When it is mutually agreed that all or part of the surface course Material is not needed, the estimated cost of surfacing not placed shall be charged to the Timber Sale Account in accordance with BT8.31.

TEMPORARY ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Duncan Pat Canada**, hereinafter referred to as **Grantor**, does hereby grant and convey, without warranty of title, and subject to the terms and conditions herein contained, unto **The United States of America**, acting through the Forest Service, Department of Agriculture, and their representatives, hereinafter referred to as **Grantee**, a temporary non-exclusive easement 30 feet in width and 1100 feet more or less (0.21 miles) in length for ingress and egress to adjacent lands over and across the following generally described roads situated in Talladega County, Alabama. This easement is located in timber compartment 234 and depicted approximately on the map attached as "Exhibit A" and incorporated herein by reference.

It is expressly understood and agreed that this right-of-way and easement is granted and accepted subject to the following conditions, limitations and stipulations, to which Grantee hereby agrees to be bound:

1. Grantor hereby reserves for itself, its successors, assigns, agents, employees and guests the right to use the Roadway for all purposes.
2. It is understood and agreed that this easement is for the sole purpose of providing Grantee ingress and egress to remove timber thru a timber sale, prepare the site for planting by burning or herbicide treatment, planting longleaf pine, chemical and/or handtool release, and regeneration certification checks by Grantee, and for no other purpose. This instrument is not to be construed as a conveyance of title to the Roadway, but it is to be construed as granting a mere servitude across and along the Roadway. Grantor does not transfer any timber or oil, gas or other minerals in, upon or under the Roadway but reserves them in their entirety.
3. **This easement shall expire on the 30th day of September, 2020.** At the expiration of this easement, Grantee shall restore said Roadway to as near its original condition as practicable and repair any damage done as a result of its use of the easement.
4. Grantee agrees and covenants to pay Grantor, **at the then market value**, for any of Grantor's timber lying inside or outside of the designated Roadway destroyed or damaged from acts or omissions of Grantee, its employees, agents, or contractors at any time during the period this easement is in force. This grant and all rights hereunder are made without warranty of title and subject to any and all liens, easements, servitudes, rights-of-way, oil, gas and mineral leases, and other grants, whether or not of record, affecting the Roadway.
5. Grantor, its successors and assigns are in no way bound to construct, maintain, improve or to keep repaired the Roadway or any part thereof, nor does Grantor, its successors and assigns assume any liability or responsibility to Grantee, its successors and assigns or to any other persons using the Roadway by any express or implied invitation or any business reasons being conducted in connection with Grantee, its successors and assigns.
6. Grantee, for itself and its successors, and social and business guests and invitees, acknowledges that the easement granted herein was not constructed with reference to traffic engineering safety standards, such construction being for forest management purposes only, and any use of the Roadway shall be at the user's risk.
7. Grantee shall indemnify and hold Grantor harmless from and against any and all loss, costs, damages, claims, actions or liability on account of the injury to or death of any person or persons or the damage to or destruction of any property arising from or growing out of Grantee's exercise of the rights herein granted or of its

exercise of rights assumed in connection therewith.

8. The rights of Grantee hereunder are not assignable, in whole or in part, without the prior written consent of Grantor.

9. GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EASEMENT AREA OR THE EXISTING ROAD. GRANTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE EASEMENT AREA MAY BE USED FOR ANY PURPOSE WHATSOEVER. GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS GRANTEE DEEMS APPROPRIATE.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective Hands and Seals this 24th day of September, 2015.

Signed, sealed and delivered
in the presence of:

Maria R. Nielsen

Witness

Tom Dwyer

Witness

Name
(GRANTOR)

By: DT Conroy

Signed, sealed and delivered
in the presence of:

United States of America
(GRANTEE)

USDA Forest Service, Talladega National Forest

Tom Dwyer

Witness

Maria R. Nielsen

Witness

By: [Signature]

Forest Supervisor, National Forests in Alabama

TEMPORARY ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Kristle Glave**, hereinafter referred to as **Grantor**, does hereby grant and convey, without warranty of title, and subject to the terms and conditions herein contained, unto **The United States of America**, acting through the Forest Service, Department of Agriculture, and their representatives, hereinafter referred to as **Grantee**, a temporary non-exclusive easement 30 feet in width and 350 feet more or less (0.07 miles) in length for ingress and egress to adjacent lands over and across the following generally described roads situated in Talladega County, Alabama. This easement is located in timber compartment 234 and depicted approximately on the map attached as "Exhibit A" and incorporated herein by reference.

It is expressly understood and agreed that this right-of-way and easement is granted and accepted subject to the following conditions, limitations and stipulations, to which Grantee hereby agrees to be bound:

1. Grantor hereby reserves for itself, its successors, assigns, agents, employees and guests the right to use the Roadway for all purposes.
2. It is understood and agreed that this easement is for the sole purpose of providing Grantee ingress and egress to remove timber thru a timber sale, prepare the site for planting by burning or herbicide treatment, planting longleaf pine, chemical and/or handtool release, and regeneration certification checks by Grantee, and for no other purpose. This instrument is not to be construed as a conveyance of title to the Roadway, but it is to be construed as granting a mere servitude across and along the Roadway. Grantor does not transfer any timber or oil, gas or other minerals in, upon or under the Roadway but reserves them in their entirety.
3. This easement shall expire on the 30th day of September, 2022. At the expiration of this easement, Grantee shall restore said Roadway to as near its original condition as practicable and repair any damage done as a result of its use of the easement.
4. Grantee agrees and covenants to pay Grantor, at the then market value, for any of Grantor's timber lying inside or outside of the designated Roadway destroyed or damaged from acts or omissions of Grantee, its employees, agents, or contractors at any time during the period this easement is in force. This grant and all rights hereunder are made without warranty of title and subject to any and all liens, easements, servitudes, rights-of-way, oil, gas and mineral leases, and other grants, whether or not of record, affecting the Roadway.
5. Grantor, its successors and assigns are in no way bound to construct, maintain, improve or to keep repaired the Roadway or any part thereof, nor does Grantor, its successors and assigns assume any liability or responsibility to Grantee, its successors and assigns or to any other persons using the Roadway by any express or implied invitation or any business reasons being conducted in connection with Grantee, its successors and assigns.
6. Grantee, for itself and its successors, and social and business guests and invitees, acknowledges that the easement granted herein was not constructed with reference to traffic engineering safety standards, such construction being for forest management purposes only, and any use of the Roadway shall be at the user's risk.

7. Grantee shall indemnify and hold Grantor harmless from and against any and all loss, costs, damages, claims, actions or liability on account of the injury to or death of any person or persons or the damage to or destruction of any property arising from or growing out of Grantee's exercise of the rights herein granted or of its exercise of rights assumed in connection therewith.

8. The rights of Grantee hereunder are not assignable, in whole or in part, without the prior written consent of Grantor.

9. GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EASEMENT AREA OR THE EXISTING ROAD. GRANTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE EASEMENT AREA MAY BE USED FOR ANY PURPOSE WHATSOEVER. GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS GRANTEE DEEMS APPROPRIATE.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective Hands and Seals this 9th day of September, 2015.

Signed, sealed and delivered in the presence of:

9th day of September

Name (GRANTOR)

By: [Signature]

[Signature]
Witness

[Signature]
Witness

Signed, sealed and delivered in the presence of:

United States of America (GRANTEE)

USDA Forest Service, Talladega National Forest

By: [Signature]
Forest Supervisor, National Forests in Alabama

[Signature]
Witness

[Signature]
Witness