

CT2.301# - CUTTING UNIT BOUNDARIES (09/2001)

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

**See Cutting Unit Boundary Designation Table**

Sale Name: HAYNES 5 POST & POLE

CT2.356# - INDIVIDUAL TREES (LEAVE TREE MARKING) (09/2001)

Notwithstanding BT2.35, all live, dead and windthrown trees meeting utilization standards in AT2, in units shown as LTM on the Sale Area Map, are designated for cutting. Trees to be left uncut are marked above and below stump height as shown in the table below.

**See Leave Tree Marking Table**

Sale Name: HAYNES 5 POST & POLE

CT4.31# - BLANKET BOND (09/2001)

If Purchaser furnishes an acceptable bond or deposits securities, in accordance with BT4.3, to guarantee payment for timber from this and other timber sales within the same Contracting Zone, the amount of such bond or deposited securities shall be allocated to such sales by Forest Service. When there is to be no timber cutting hereunder for 30 calendar days or more and payment of current charges has been made, the allocation to this sale shall be reallocated to other sales at Purchaser's request, and Purchaser shall not start cutting hereunder until this sale receives an allocation which will, in combination with transferred-in Purchaser Credit, meet the obligation for payment guarantee.

A Contracting Zone as stated in this provision contains the following National Forests:

**See Contracting Zone Table**

Sale Name: HAYNES 5 POST & POLE

CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

| Code | Use Limitations   |
|------|---|
| X    | Hauling prohibited  |
| R    | Hauling restricted  |
| U    | Unsuitable for hauling prior to completion of agreed reconstruction |
| P    | Use prohibited  |
| A    | Public use restriction  |
| W    | Regulation waiver   |

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

**See Restricted Road List Table.**

Sale Name: HAYNES 5 POST & POLE

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.**

Sale Name: HAYNES 5 POST & POLE

CT5.34# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS (03/2002)

Unless otherwise agreed in writing, temporary roads, skid trails, and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the method described below:

**See Obliteration Table.**

Sale Name: HAYNES 5 POST & POLE

CT5.35# - CLOSURE OF TEMPORARY ROADS (09/2001)

Unless otherwise agreed to in writing, temporary roads associated with the cutting unit(s) listed in the following table shall be closed using the closure method described.

**See Closure of Temporary Roads Table**

Sale Name: HAYNES 5 POST & POLE

CT5.36# - SNOW REMOVAL (09/2001)

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Purchaser shall include:

1. Removal of snow from entire road surface width including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following roadway use.
4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 4 inches above the road surface unless specifically removed from the requirements in writing.
6. Snow must not be removed to the road surface. A minimum 4 inch depth must be left to protect the roadway.
7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: N/A

Wildlife and Botanical Protection Measures: A mitigation plan will be developed in cooperation with the Forest Service and Purchaser before any sale could proceed if use by any threatened, endangered, or sensitive species is discovered in the sale area after sale award. Servicing and general maintenance of heavy equipment will not be done with the Riparian Habitat Conservation Area (RHCA) of any streams.

Cave Resource Protection Measures: N/A

Sale Name: HAYNES 5 POST & POLE

CT6.312# - SALE OPERATION RESTRICTIONS (11/2006)

Unless otherwise agreed in writing, sale operations will be restricted as listed below:

**See Sale Operation Restriction Schedule Table**

Sale Name: HAYNES 5 POST & POLE

CT6.411# - FELLING AND BUCKING (SPECIAL OBJECTIVES) (11/1998)

Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

**See Felling and Bucking Table**

Sale Name: HAYNES 5 POST & POLE

CT6.42# - SKIDDING AND YARDING (SPECIAL OBJECTIVES) (11/1998)

Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

**See Skidding and Yarding Table**

Sale Name: HAYNES 5 POST & POLE

CT6.6# - EROSION PREVENTION AND CONTROL (11/1998)

- A. Purchaser shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.
- B. Skidding with tractors within 150 feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.
- C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Purchaser shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.
- D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.
- E. Unless otherwise agreed in writing, Purchaser shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

CT6.601# - EROSION CONTROL SEEDING (11/1998)

Following completion of skidding and yarding operations in an area, Purchaser shall seed and fertilize all exposed areas of raw soil as designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of Specified Roads NONE following closure specified in CT5.41#. Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Scarification of traveled ways on Specified Roads listed above shall be to a minimum depth of N/A inches and a maximum depth of 0 inches.

Seed and fertilizer shall be spread evenly at the rate of 20.25 pounds of seed and 0 pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Seeding shall be done during the period September 1 to October 15 and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

**See Seed Application Table**

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

**See Fertilizer Application Table**

Sale Name: HAYNES 5 POST & POLE

CT6.7# - SLASH TREATMENT (04/2003)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable with pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area and Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

**See Purchaser's Slash Responsibility Table**

Sale Name: HAYNES 5 POST & POLE

CT6.81# - ACCOUNTABILITY (04/2009)

The following requirements are applicable to Product Removal Permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Forest Service Office in accordance with instructions contained in each book. Each book which is not returned to the Forest Service will be considered a lost book and liquidated damages of \$500 will be assessed.
2. Purchaser shall require all permits be completed in accordance with the instructions contained on the inside cover of each book.
3. Each load will have the last three digits of the load receipt number painted on both ends of three logs with RED paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

Purchaser shall require vehicles hauling Included Products to stop at agreed upon locations for purposes of monitoring accountability. The parties shall agree upon the haul route prior to operations.

## CT8.66# (Option 1) - USE OF TIMBER (04/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for NONE determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.