

Sale Name: Butte Reoffer

CT2.11# - TIMBER SUBJECT TO AGREEMENT (06/1972)

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
Softwood Other	Misc-Conv.

that shall be Included Timber upon written agreement.

CT2.3# - RESERVE TREES (04/2004)

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead Wildlife reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by orange paint above and below stump height and/or metal tags and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on the Sale Area Map.

CT2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2010)

All coniferous trees less than 21.0 inches not marked with orange paint above and below stump height in LTM Payment Units #3, 4 & 19, and all coniferous trees less than 21.0 inches marked with blue paint above and below stump height in ITM Payment Units #1, 2, 5, 7, 15, 16, 17, 18, 20, 21, 24, 25, 27, 28 & 30 which meet the minimum tree diameter stated in AT2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with BT2.37.

Leave trees, Marked with orange, or identified by N/A are not to be cut, unless designated by the Forest Service.

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CT2.352# - DESIGNATION BY SPECIES AND DIAMETER (04/2004)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with orange paint or described to be left uncut.

See Tree Designation Table.

Additional trees to be cut, if any, are Marked with blue paint.

All live or dead orange marked trees shall be left as leave trees, unless Marked with blue paint. Leave n/a trees of the designated cut species, n/a inches stump diameter or greater, to avoid leave tree spacing greater than n/a feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with orange paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 14 feet wide with a 125 foot spacing. Quantities of trees located in skid trails are not Included Timber under AT2.

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TREE DESIGNATION TABLE PURSUANT TO CT2.352# (04/2004)

<u>Payment Unit</u>	<u>Designated Species</u>	<u>Less Than Stump Diameter (inches)</u>
6,8,9,10,12, 13,14,22,26 &29	Lodgepole Pine	25

## Definition/clarification:

- a. Measurements for stump-height diameters shall be made at 3 inches above the ground on the high side of the tree.
- b. Stump diameter is measured at stump height perpendicular to the bole of the tree.

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.

CT5.1# (OPTION 3) - ROAD CLOSURE REQUIREMENTS FOR TEMPORARY ROADS (06/2008)

In addition to the erosion control and stabilization requirements of BT6.63, the following Temporary Roads constructed pursuant to BT5.1 shall be effectively closed after Purchaser's use to preclude further vehicular use along the entire length of road. The Purchaser shall, unless otherwise agreed, use the following road closure methods.

See attached table of closure requirements.

TABLE PURSUANT TO CT5.1(OPTION 3)

Road Closure Requirements For Temporary Roads 6/2008)

**Requirements for All Temporary Roads**

At junctions with other roads, the entrance of the temporary road shall be obscured for a distance necessary to make the road as indiscernible as possible from the intersecting road. This shall be accomplished by scarifying the road bed, removing the road prism, and placing available soil, rock, brush, and debris to obscure road entrance. The ditch line of the intersecting road shall be restored.

Except in areas where bedrock or rock boulders are encountered, the entire length of the roadbed shall be scarified to promote establishment of vegetation. To further preclude vehicle use, where these materials are available, rock, brush, and debris shall be placed as necessary within the roadway.

Scarification shall be to a depth of 12 inches unless otherwise agreed. No disturbances more than 30 feet from the road centerline will be permitted. During closure, live trees over 7 inches DBH shall not be disturbed or damaged and disturbance to smaller size trees shall be minimized.

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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.

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

**Restricted Road List**

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
N/A					

**Title and Date of Governing Road Rules Document:**

Commercial Road Rules  
 Fremont-Winema National Forests  
Commercial Road Rules

June 15, 2006  
Effective Date

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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.

**CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)**

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		T811	T838	T839	T842	T854					
43	Hwy 97	4502	1.1	P				P					
4502	43	4502230	6.0		P			P					
4502180	4508	S Bndy Unit 12	1.3		P		P	P					
4502230	4502	4502236	0.6			P		P					
4502280	4502300	NE Bndy Unit 7	0.4			P	P	P					
4502300	4502	4502280	0.7		P		P	P					
4503	4506	M.P. 1.0	1.0		P			P					
4504	4505	W Bndy Unit 4	1.1		P		P	P					
4505 Seg 1	4502	4504	3.1		P			P					
4505 Seg 2	NW Bndy Unit 1	4510	1.5		P			P					
4505040	4505	4508	1.9			P		P					
4505045 Seg 1	4505040	NE Bndy Unit 28	2.2			P		P					
4505045 Seg 2	W Bndy Unit 2	4508423	1.0			P		P					
4505310	4505312	4508426	1.1			P		P					
4506	4508	SE Bndy Unit 6	1.6		P			P					
4508	4502	4510	5.1		P			P					
4508270	4508	M.P. 0.2	0.2			P		P					
4508420	4508	4508426	0.3			P		P					
4508426	4508420	4505310	0.6			P		P					
4510	4505	S Bndy Unit 15	3.1		P			P					
4510310	4508	S Bndy Unit 14	1.6			P	P	P					
4511450	4518	S Bndy Unit 16	1.1			P		P					
4513	4518	SW Bndy Unit 18	1.0		P			P					
4513300	4518	SW Bndy Unit 19	0.6		P			P					
4513320	4513	S Bndy Unit 18	1.4			P	P	P					
4518	4510	4513300	3.3		P			P					

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

**CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)**

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T811	T838	T839	T854						
43	Hwy 97	4502	0.5	P			P						
4502	43	4502230	0.7		P		P						
4502180	4508	S Bndy Unit 12	0.2		P		P						
4502230	4502	4502236	0.5			P	P						
4502280	4502300	NE Bndy Unit 7	0.4			P	P						
4502300	4502	4502280	1.0		P		P						
4503	4506	M.P. 1.0	1.2		P		P						
4504	4505	W Bndy Unit 4	0.1		P		P						
4505 Seg 1	4502	4504	0.3		P		P						
4505 Seg 2	NW Bndy Unit 1	4510	0.9		P		P						
4505040	4505	4508	0.6			P	P						
4505045 Seg 1	4505040	NE Bndy Unit 28	2.2			P	P						
4505045 Seg 2	W Bndy Unit 2	4508423	0.5			P	P						
4505310	4505312	4508426	1.0			P	P						
4506	4508	SE Bndy Unit 6	0.8		P		P						
4508	4502	4510	1.5		P		P						
4508270	4508	M.P. 0.2	18.9			P	P						
4508420	4508	4508426	5.3			P	P						
4508426	4508420	4505310	1.4			P	P						
4510	4505	S Bndy Unit 15	0.9		P		P						
4510310	4508	S Bndy Unit 14	0.8			P	P						
4511450	4518	S Bndy Unit 16	0.7			P	P						
4513	4518	SW Bndy Unit 18	0.4		P		P						
4513300	4518	SW Bndy Unit 19	0.9		P		P						
4513320	4513	S Bndy Unit 18	1.1			P	P						
4518	4510	4513300	0.5		P		P						

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**CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)**

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications											
	From	To		T811	T813	T838	T839 .03 A,C	T854							
43	Hwy 97	4502	0.5	P	D			P							
4502	43	4502230	0.7			P		P							
4502180	4508	S Bndy Unit 12	0.2			P		P							
4502230	4502	4502236	0.5				P	P							
4502280	4502300	NE Bndy Unit 7	0.4				P	P							
4502300	4502	4502280	1.0			P		P							
4503	4506	M.P. 1.0	1.2			P		P							
4504	4505	W Bndy Unit 4	0.1			P		P							
4505 Seg 1	4502	4504	0.3			P		P							
4505 Seg 2	NW Bndy Unit 1	4510	0.9			P		P							
4505040	4505	4508	0.6				P	P							
4505045 Seg 1	4505040	NE Bndy Unit 28	2.2				P	P							
4505045 Seg 2	W Bndy Unit 2	4508423	0.5				P	P							
4505310	4505312	4508426	1.0				P	P							
4506	4508	SE Bndy Unit 6	0.8			P		P							
4508	4502	4510	1.5			P		P							
4508270	4508	M.P. 0.2	18.9				P	P							
4508420	4508	4508426	5.3				P	P							
4508426	4508420	4505310	1.4				P	P							
4510	4505	S Bndy Unit 15	0.9			P		P							
4510310	4508	S Bndy Unit 14	0.8				P	P							
4511450	4518	S Bndy Unit 16	0.7				P	P							
4513	4518	SW Bndy Unit 18	0.4			P		P							
4513300	4518	SW Bndy Unit 19	0.9			P		P							
4513320	4513	S Bndy Unit 18	1.1				P	P							
4518	4510	4513300	0.5			P		P							

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





CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
C5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

1 Road No. and Termini	2 Special Project Specifi- cation	3 Travel Way		4 Brushing And Log Out	5 Surfacing	6 Dust			7 Seasonal Mainte- nance	8 Snow Removal	9 Post Haul	
		Width	X Slope			Comp	Product	Applic Rate			Width	Block
4505040 4505 TO 4508	-	EX	AI	-	-	-	-	-	W	TS	-	PR
4505045 Seg 1 4505040 To NE Bndy Unit 28	-	EX	AI	-	-	-	-	-	W	TS	-	PR
4505045 Seg 2 W Bndy Unit 2 To 4508423	-	EX	AI	-	-	-	-	-	W	TS	-	PR
4505310 4505312 To 4508426	-	EX	AI	-	-	-	-	-	W	TS	-	PR
4506 4508 TO SE Bndy Unit 6	-	EX	AI	-	-	-	-	-	-	TS	-	PR

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CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
C5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

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1 Road No. and Termini	2 Special Project Specifi- cation	3 Travel Way			4 Brushing And Log Out	5 Surfacing	6 Dust Abatement			7 Seasonal Mainte- nance	8 Snow Removal	9 Post Haul	
		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
4508 4502 To 4510	-	EX	AI	-	4 feet R and L OPT	-	-	-	-	-	TS	-	PR
4508270 4508 To M.P. 0.2	-	EX	AI	-	OPT	-	-	-	-	W	TS	-	PR
4508420 4508 To 4508426	-	EX	AI	-	OPT	-	-	-	-	W	TS	-	PR
4508426 4508420 To 4505310	-	EX	AI	-	4 feet R and L OPT	-	-	-	-	W	TS	-	PR
4510 4505 To S Bndy Unit 15	-	EX	AI	-	OPT	-	-	-	-	-	TS	-	PR
4510310 4508 To S Bndy Unit 14	-	EX	AI	-	4 feet R and L OPT	-	-	-	-	W	TS	-	PR

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
 C5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

1 Road No. and Termini	2 Special Project Specifi- cation	3 Travel Way			4 Brushing And Log Out	5 Surfacing	6 Dust Abatement			7 Seasonal Mainte- nance	8 Snow Removal	9 Post Haul	
		Width	Slope X	Comp			Product	Applic Rate	Width			Block	Treat
4511450 4518 To S Bndy Unit 16	-	EX	AI	-	OPT	-	-	-	-	W	TS	-	PR
4513 4518 To SW Bndy Unit 18	-	EX	AI	-	OPT	-	-	-	-	-	TS	-	PR
4513300 4518 To SW Bndy Unit 19	-	EX	AI	-	4 feet R and L OPT	-	-	-	-	-	TS	-	PR
4513320 4513 To S Bndy Unit 18	-	EX	AI	-	4 feet R and L OPT	-	-	-	W	-	TS	-	PR
4518 4510 To 4513300	-	EX	AI	-	OPT	-	-	-	-	-	TS	-	PR

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO  
CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Purchaser is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of sale related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Purchaser shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Purchaser shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Purchaser may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO  
CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

Column No.	Heading	Entry	Explanation
5	Surfacing	Aggregate Grading	Purchaser shall place surfacing on roads listed according to the grading indicated.
6	Dust Abatement	OPT	Product selection is Purchaser's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Purchaser is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Purchaser shall abate dust on the existing width
		Numbers	Purchaser shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Purchaser prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Purchaser's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	PR	PR denotes that work is Purchaser's Responsibility to perform.

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CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$.25 per CCF.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
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N/A		
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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: all logging activities will be conducted in a manner as to avoid any known and/or identified sites. There are known sites and a map is available to the Purchaser.

Wildlife and Botanical Protection Measures: avoidance of nests and/or habitat during, if any, restricted periods.

Cave Resource Protection Measures: avoid disturbance to such areas.

CT6.32# - PROTECTION OF RESERVE TREES (04/2004)

Purchaser's damage or destruction of reserve trees described in CT2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages \$ 500.00 for each Wildlife reserve tree and \$ N/A for each N/A reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

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CT6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained in AT2. Alternate removal requirements are to be set forth in an agreement signed by both Purchaser and Contracting Officer. The terms of the agreement binds both parties and becomes part of the timber sale contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Purchaser has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Purchaser and competitors regularly deliver saw logs, or 200 miles from the Sale Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Payment Units included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designed in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the sale. Purchaser will be charged for the following:

- a) stumpage value at current contract rates of the alternatively removed timber;
- b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative.
- d) Minus any work required to be completed by the Purchaser associated with alternate removal requirements.

Charges will be debited to the Purchaser's timber sale account.

Upon acceptance of the alternate removal requirements, the Payment Unit will be removed from the Sale Area under BT6.36.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

CT6.41# - SPECIFIC REQUIREMENTS (01/2000)

Notwithstanding BT6.41, BT6.411, BT6.5, and BT6.61, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Payment Units shown in the following table, Purchaser shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached table.

TABLE PURSUANT TO CT6.41# - SPECIFIC REQUIREMENTS (01/2000)FELLING METHODSPAYMENT UNITS

Directional Felling away from system roads,  
Cultural sites, Protected Improvements, Genetic &  
Wildlife trees.

ALL

Minimum stump height will be no less than 2  
inches above the ground, so as to see painted  
stump marks.

ALL

All snags will be left standing, unless they pose  
a hazard to operations, then they will be felled  
and left.

ALL

FELLING EQUIPMENTPAYMENT UNITS

Excavator-type articulated boom reach of 20 feet  
or greater and a cutting head or mechanical  
harvester/processor unless slope prohibits safe  
operations.

ALL

Machinery is permitted off designated skid  
trails, by written agreement, when residual stand  
protection objectives can be met under one of the  
following conditions.

ALL

**1. All soil types:** The ground is covered with 2  
feet of snow or 18 inches of compacted snow;  
The ground is frozen to a minimum depth of 4  
inches or dry ground.

ALL

**2. On A and B type soils:** Boom type  
feller/bunchers may leave the skidtrails on  
slopes of 35% or less and will be monitored  
for displacement. When soil moisture is over  
20% machines will be limited to no more than  
three passes.

ALL, except  
Unit #30

**3. On G and H soils:** Ground based logging  
operations are permitted when ground water is  
at least 24 inches from the surface and soil  
moisture is less than 18%. Boom type  
feller/bunchers may leave the skidtrails when  
soil moisture is 16% or less and will be  
limited to no more than two passes over the  
same area.

Unit #30

**4. Soil moisture will be monitored by taking  
readings at least six inches below the surface  
with a Speedy Moisture Meter.**

Machinery wider than 10 feet will not be  
permitted off roads and landings, unless waived  
in writing, by Forest Service.

ALL

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CT6.42# - YARDING/SKIDDING REQUIREMENTS (06/2010)

Purchaser shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Sale Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to felling, construction or use.

See attached table for requirements.

TABLE PURSUANT TO CT6.42# - YARDING/SKIDDING REQUIREMENTS (02/2002)

<u>YARDING/SKIDDING REQUIREMENTS</u>	<u>PAYMENT UNITS</u>
Machinery is permitted off designated skidtrails by written agreement with the Forest Service, when residual stand protection objectives can be met under one of the following conditions:	ALL
1. <b>All soil types:</b> The ground is covered with 2 feet of snow or 18 inches of compacted snow; The ground is frozen to a minimum depth of 4 inches or dry ground.	ALL
2. <b>On A and B type soils:</b> Skidding machinery may back off skidtrails on slopes of 35% or less and will be monitored for displacement. Ground based operation will be limited to defined soil condition when soil moisture is less than 20% and will be limited to no more that two passes over the same area.	All, except Unit#30.
3. <b>On G and H type soils:</b> Ground-based logging operations are permitted when ground water is at least 24 inches from the surface and soil moisture is less than 18%. Equipment may leave the skidtrails when soil moisture is 16% or less and will be limited to no more than two passes over the same area.	Unit#30
4. Soil moisture will be monitored by taking readings at least six inches below the surface with a Speedy Moisture Meter.	ALL
Skid trails (existing and new) will average at least 125 feet apart (except where they converge) and no more than 14 feet in width. Machinery in excess of 10 feet wide will not be permitted off roads and landings unless waived in writing, by Forest Service.	ALL
Landing size will be kept to 1/3 to 1/2 acre, when possible. Safety and the amount of logging slash accumulated at the landings will determine size. Landings, temporary roads, and skidtrails will not be located in wet areas or draws, basins, etc., where water concentrates. Existing landings, temporary roads, and skidtrails in these areas will not be used without consulting a hydrologist.	ALL
Leave Tops Attached (LTA), limbs and tops will be left attached to the last log meeting Utilization Standards until the log is skidded to the landing.	ALL

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CT6.6# - EROSION CONTROL AND SOIL TREATMENT BY THE PURCHASER (07/2001)

Erosion prevention and control work required by BT6.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

On slopes greater than N/A percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Sale Area by Purchaser's Operations and where measures described in BT6.6 will not result in satisfactory erosion control or where subsoiling is shown on Sale Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from N/A to N/A unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 8 inches inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Sale Area Map, landings, Temporary Roads, and skid trails/roads used by Purchaser shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Purchaser may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no

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noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

See attached application schedule.

TABLE PURSUANT TO CT6.6# - SPECIFIC REQUIREMENTS (07/2001)

N/A

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CT6.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Purchaser's Operations.

Any burning of slash or refuse by Purchaser is subject to CT7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived or for work taken over by Forest Service. The amount of such charges will be determined by Forest Service if Purchaser has not begun felling operations. If felling operations have begun, charges will be determined by mutual agreement.

Forest Service may enter into a written agreement with the Purchaser for the Purchaser to complete slash disposal work originally scheduled to be done by the Forest Service. The agreement will describe the work to be completed by the Purchaser, and the value of such work. Value of the work to be done will be based upon the slash disposal plan in which the cooperative deposits were calculated, and will include Forest Service overhead. Any deposits paid by the Purchaser for this work will be credited to the Purchaser's timber sale account. This work is in addition to that required by CT6.74#.

Forest Service may also enter into a written agreement with Purchaser for the Purchaser to remove slash from landings, subject to BT3.41. Brush disposal deposits paid by the Purchaser for the Forest Service to burn landing piles will be credited to the Purchaser's timber sale account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Purchaser. The credit will be made following the final removal by the Purchaser of all Included Timber, and slash piles, from the Sale Area.

CT6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)

Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in CT6.7, within designated areas. Work required of Purchaser shall be in accordance with the following slash plan and specifications, and the Sale Area Map.

Unless otherwise agreed, or shown in attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See following specifications.

Table Pursuant to CT6.74# - Slash Treatment Requirements

**Detailed Slash Disposal Plan and Specifications**  
**Fremont/Winema National Forest**

Chiloquin Ranger District

Butte Timber Sale

<u>Slash Disposal Method</u>	<u>Map Symbol</u>	<u>Sale Payment Units</u>	<u>Totals</u> <u>Acres/Chains/Piles/etc.</u>
Machine Pile Landings	None	All Units	Approximately 118 Landings.

Where identified the Purchasers slash disposal responsibilities shall be accomplished on each sale Payment Unit pursuant to BT6.31 and BT6.7 and in accordance with the following specifications.

Any changes in the specifications must be approved in writing by the Forest Service Representative. Approval of substitute measures and any changes in Current Contract Rates will be handled under CT6.7.

**MACHINE PILE LANDINGS**

- All slash resulting from the LTA Treatment in landings, log decking, or loading areas will be piled in all Sale Payment Units.
- All slash resulting from construction or use of landing, loading, or log decking areas will be piled a minimum of 20 feet from the dripline of the residual tree crowns unless agreed to otherwise.
- No soil, other than small amounts adhering to pieces of slash, will be acceptable in piles, and piles shall be compact to facilitate burning. Piles will be located in openings in a manner to minimize damage to residual trees during piling and burning.

CT6.8 - MEASURING (08/2000)

The estimated quantity of timber in AT2 was determined in advance of advertisement. Any timber subsequently added or deleted under BT2.13, BT2.14, BT2.15, BT2.31, BT2.32, BT2.33, BT2.34, BT2.35, or BT2.37 will be measured by the Forest Service and formulated using Forest Service Handbook 2409.12, Timber Cruising Handbook Standards, unless otherwise agreed to in writing.

CT6.84 - ACCOUNTABILITY (06/2006)

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 returned to issuing Forest Service Office in accordance with instructions contained on cover of each book.

2. All permits shall be completed and attached to load by an individual named in writing, other than the truck driver in accordance with the instructions on the inside cover of the Product Removal Permit Book. Product Removal Permit will be attached prior to removal from the immediate vicinity where loading is done. The permit will remain attached until the load is decked at the delivery point.

When products are manufactured on site and removed as chips, the permit shall be attached to a 12" x 18" vertically mounted board on the front panel on the driver's side of the conveyance unit. The previously validated Product Removal Permit shall be removed from the board before attaching a new permit. The board's texture, density, and thickness shall be such as to accommodate construction type staples and be of durable material for securing the attached permits.

3. Purchaser shall require truck drivers to stop when requested by Forest Service for purposes of monitoring accountability when products are in transit. Methods to be used to alert drivers of an impending stop shall be agreed to in advance of hauling products.

CT6.84 (OPTION 1) - USE OF PAINT BY PURCHASER (05/2005)

Notwithstanding BT6.81, use of paint by the Purchaser within the Sale Area in the color(s) used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

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CT7.1 - PLANS (09/2004)

The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under CT7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Purchaser costs incurred toward meeting Purchaser's obligations under AT11, or for paying for helicopters controlled by Purchaser and used under Forest Service direction for suppressing Operations Fires or other fires on Sale Area, excluding Negligent Fires.

CT7.2 - SPECIFIC FIRE PRECAUTIONS (09/2002)

When the industrial fire precautions level is I or higher, unless waiver is granted under CT7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Purchaser will designate in writing a person or persons who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in fire security services are indicated.

B. Fire Extinguishers and Equipment (on Trucks, Tractors Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

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(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

#### C. Spark Arresters and Mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

#### D. Fire Tools.

Purchaser shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

- (a) Two axes or Pulaskis with a 32 inch handle.
- (b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.
- (c) Three long handled, round point shovels, size 0 or larger.

#### E. Tank Truck.

Purchaser shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under BT7.21.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber or poly lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hoses may be used by

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agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Sale Area Map, Purchaser shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Purchaser may provide a suitable helicopter water bucket with a 300 gallon capacity. When Purchaser provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

#### F. Communications.

During Purchaser's Operations, excluding powersaw falling and bucking, Purchaser shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions. Smoking and fires shall be permitted only at the option of Purchaser. Purchaser shall not permit open fires on Sale Area without advance permission in writing from Forest Service.

#### H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

#### I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

#### J. Aircraft Communications.

Every aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Sale Area, all aircraft pilots controlled by Purchaser shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Purchaser shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Purchaser shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

CF7.201 - BURNING BY PURCHASER (01/1993)

Notwithstanding the Fire Precautionary Period limitation of BT7.2, the Purchaser is required to obtain written permission from the Forest Service prior to any burning on the National Forest Lands.

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CT7.22 - EMERGENCY FIRE PRECAUTIONS (09/2004)

Purchaser shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Industrial Fire Precaution Levels will supersede the attached levels.

## INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

## LEVEL INDUSTRIAL FIRE PRECAUTION

- I. Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.
- II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:
- power saws, except at loading sites;
  - cable yarding;
  - blasting;
  - welding or cutting of metal.
- III. Partial shutdown - The following are prohibited:
- cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.
  - power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.
- In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:
- tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;
  - mechanized loading and hauling;
  - blasting;
  - welding or cutting of metal;
  - any other spark-emitting operation not specifically mentioned.
- IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists as described in AT9.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under BT7.21, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

CT8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)

Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Purchaser hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to BT8.33, or for termination remedies pursuant to BT8.34.

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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 N/A 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.