

Sale Name: Pole Creek Salvage

C2.11# - TIMBER SUBJECT TO AGREEMENT (02/1971)

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

Species	Product
Ponderosa Pine	Non-Saw
White Fir and Other Coniferous	Non-Saw

that shall be Included Timber upon written agreement.

C2.3# - RESERVE TREES (04/2004)

Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead ALL reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by an orange painted band around bole near DBH and at least one stump mark and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Sale Area Map.

2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2008)

All standing dead conifer trees not marked with orange paint above and below stump height in subdivisions 29-38 (a dead tree is a tree with no green needles) and all trees marked with blue paint above and below stump height in subdivisions 1A-1H which meet the minimum tree diameter stated in A2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with B2.37.

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

C3.47# - ABNORMAL DELAY (09/2004)

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to B3.47.

See attached removal schedule.

REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY (09/2004)

Included Timber

Time Limits

ALL

30 days after felling is started.

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C4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

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).

C4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding B4.211 or C4.211, 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 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.

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C4.4 - 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 for, 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, road maintenance, and contract Scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; 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 B9.3. 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.

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C5.12# - 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 C5.12# - USE OF ROADS BY PURCHASER (01/2003)

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
1514780		0	1.70	R	Road restricted for haul during Nov. 15-April 15 and during periods of excessive runoff, unless waived by FS.

Title and Date of Governing Road Rules Document:

Deschutes NF, Road Rules for
Commercial Users

Commercial Road Rules

June 2009

Effective Date

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C5.31# - 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.

CONTRAC ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Road	Termini		Miles	Applicable Pre-Haul Road Maintenance Specifications									
	From	To		T-803	T-811	T-831	T-832	T-834	T-838	T-851	T-854	T-891	
15	MP 1.80	Hwy 242	1.80	P									
15	1514	MP 1.80	3.60	P	P	P	P	P		P	P	P	
1514	15	16	9.57	P	P	P	P	P		P	P	P	
1514780	End	1514	1.7	P		P	P	P	P	P	P	P	
1516	1514	1514	3.7	P	P	P	P	P		P	P	P	
1516200	MP 1.97	1516	1.9	P		P	P	P	P	P	P	P	
1516220	End	1516200	0.65	P		P	P	P	P	P	P	P	
1516500	MP 2.0	1516	2.0	P	P	P	P	P		P	P	P	
16	1600640	C.R. 16	4.70	P									
1600600	Unit 31	16	1.18	P		P	P	P	P	P	P	P	
1600610	1600600	16	0.40	P		P	P	P	P	P	P	P	
1600620	End	1600600	0.70	P		P	P	P	P	P	P	P	
1600640	1600600	16	0.30	P		P	P	P	P	P	P	P	

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party, OPT = Optional, SPS = Special Project Specification, EOU = End Of Unit

Description of work required by the above listed T-specs is shown in the following ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table, and included in the timber sale contract.

Road	Termini		Miles	Applicable During Road Maintenance Specifications									
	From	To		T-803	T-811	T-812	T-831	T-832	T-834	T-838	T-851	T-854	T-891
15	MP 1.80	Hwy 242	1.80	P								P	P
15	1514	MP 1.80	3.60	P	P	P	P	P	P			P	P
1514	15	16	9.57	P	P	P	P	P	P			P	P
1514780	End	1514	1.7	P		P	P	P	P	P		P	P
1516	1514	1514	3.7	P	P	P	P	P	P			P	P
1516200	MP 1.97	1516	1.9	P		P	P	P	P	P		P	P
1516220	End	1516200	0.65	P		P	P	P	P	P		P	P
1516500	MP 2.0	1516	2.0	P	P	P	P	P	P			P	P
16	1600640	C.R. 16	4.70	P									
1600600	Unit 31	16	1.18	P		P	P	P	P	P		P	P
1600610	1600600	16	0.40	P		P	P	P	P	P		P	P
1600620	End	1600600	0.70	P		P	P	P	P	P		P	P
1600640	1600600	16	0.30	P		P	P	P	P	P		P	P

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CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
 C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Road	Termini		Miles	Applicable Post-Haul Road Maintenance Specifications											
	From	To		T-811	T-838	T-891									
15	MP 1.80	Hwy 242	1.80												
15	1514	MP 1.80	3.60	P		P									
1514	15	16	9.57	P		P									
1514780	End	1514	1.7		P	P									
1516	1514	1514	3.7	P		P									
1516200	MP 1.97	1516	1.9		P	P									
1516220	End	1516200	0.65		P	P									
1516500	MP 2.0	1516	2.0	P		P									
16	1600640	C.R. 16	4.70												
1600600	Unit 31	16	1.18		P	P									
1600610	1600600	16	0.40		P	P									
1600620	End	1600600	0.70		P	P									
1600640	1600600	16	0.30		P	P									

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Sale Name: Pole Creek Salvage
 ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/01)

1 Road No. and Termini	2 Special Project Specification	3 Travel Way		4 Brushing And Log Out	5 Surfacing	6 Dust Abatement			7 Seasonal Maintenance	8 Snow Removal	9 Post Haul	
		Width	Slope			Product	Applic Rate	Width			Block	Treat
15 MP 1.80 to Hwy 242	T-803-01F			2 Ft. Lt. and Rt.						JU		PR
15 1514 to MP 1.8	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F	EX	AI A	2 Ft. Lt. and Rt.		OPT		EX		JU		PR
1514 15 to 16	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F	EX	AI A	2 Ft. Lt. and Rt.		OPT		EX		JU		PR
1514780 End to 1514	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX	W	TS		PR
1516 1514 to 1514	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F	EX	AI A	2 Ft. Lt. and Rt.		OPT		EX		JU		PR
1516200 MP 1.97 to 1516	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX	W	TS		PR
1516220 End to 1516200	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX	W	TS		PR
1516500 MP 2.0 to 1516+	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX		TS		PR

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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	Slope			Product	Rate	Width		Block	Treat		
1600640 TO CR 16	T-803-01F			2 Ft. Lt. and Rt.						JU			PR
1600600 Unit 31 to 16	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX	W	TS			PR
1600610 1600600 to 16	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX	W	TS			PR
1600620 End to 1600600	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX	W	TS			PR
1600640 1600600 to 16	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F			T-838		OPT		EX	W	TS			PR

C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/2001)
ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/01)

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 Numbers IS, C, OS, F, or AI A or B	<p>Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.</p> <p>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.</p> <p>Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).</p> <p>If compaction is required.</p>
4	Brush and Log Out	Numeric & R and or L As Staked OPT H	<p>Purchaser shall remove brush for specified width on either or both the right (R) side or left (L) side of road.</p> <p>Limits of brushing are as staked or marked in the field.</p> <p>Purchaser may use hand or mechanical means of brushing.</p> <p>Only hand brushing may be used.</p>

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/2001)

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.