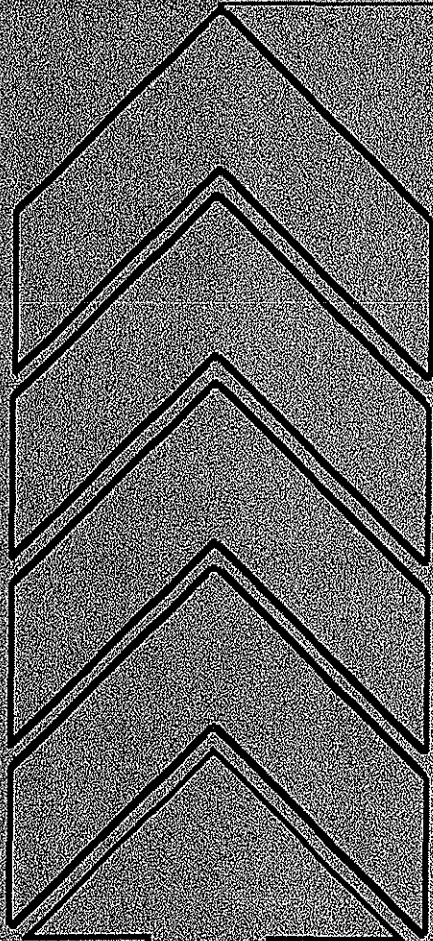


United States
Department of
Agriculture

Forest
Service



Timber Sale Contract



Contractor New Shamut Timber Co.

Contract Name Warrant 2752 Deck

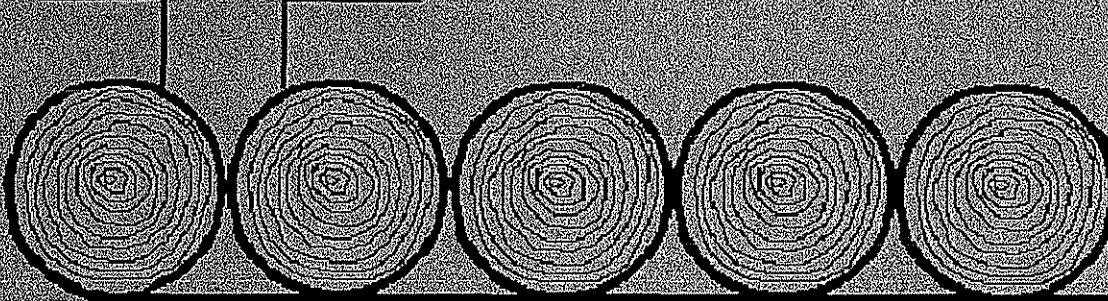
Award Date 10/17/2008

Contract No. 091903 155960

Region R9 - Eastern Region

National Forest 19 - Allegheny

Ranger District 03 - Bradford



Region: Eastern
 : Allegheny
 : Bradford

**U.S. DEPARTMENT OF AGRICULTURE
 FOREST SERVICE
 CONTRACT FOR SALE OF DECKED TIMBER**

Contract FS-2400-2 (10/2002)
 Page 1 of 2

Sale Name: Warrant 2752 Deck	Contract No: 155960
Purchaser: NEW SHAWMUT TIMBER COMPANY	Procurement Contract No:
Address: P.O Box 475 Kane, PA., 16735	Award Date: 10/17/2008
	Termination Date: 12/31/2008
	Legal Location: FR 148, WARRANTS 2752, 2445; SHEFFIELD TOWNSHIP; WARREN COUNTY, PA

Included Timber

Product	Species	Estimated Quantity	Unit of Measure (UOM)	Product Rate per UOM	Road Maint. Deposits per UOM	Total Products \$	Total Road Maintenance
Sawtimber	Black Cherry	179.00	CCF	460.00	2.28	82,340.00	408.12
Sawtimber	Hardwood - Other	10.00	CCF	21.00	2.28	210.00	22.80
Sawtimber	Red Maple	112.00	CCF	42.00	2.28	4,704.00	255.36
Sawtimber	Sugar Maple	16.00	CCF	56.00	2.28	896.00	36.48
Pulpwood	Hardwood - Other	233.00	CCF	1.90	2.28	442.70	531.24
Total Quantity:		550.00		Total Sale Value:		88,592.70	1,254.00

General Conditions

Amount Payable for Timber. Purchaser shall pay to USDA Forest Service the total sale value for products and road maintenance when the act is executed. Additional timber shall be paid for prior to removal.

Additional Timber. Forest Service may add to the contract timber cut to facilitate operations and undesignated trees damaged by Purchaser. Such timber shall be paid for at contract rates, plus deposits. Timber subject to agreement may be added to the contract, subject to agreement on volume.

Statutory Compliance. Purchaser agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations.

Use of Roads by Purchaser. Purchaser is authorized to use existing National Forest roads when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely.

Road Maintenance. If Purchaser elects to use different roads than those in Forest Service Road Maintenance Plan, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits.

Product Identification. West of the 100th meridian, before transport, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall hammer brand, with assigned brand, all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Products that require domestic processing that are eight (8) feet or more in length and one-third (1/3) or more sound must also be painted with a spot of highway-yellow paint at least three (3) square inches in size on each end that is seven (7) inches or more in diameter. All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed.

Title Passage. All right, title, and interest in and to timber shall vest in Purchaser when it has been decked and paid for. Title to any timber that has not been removed from National Forest land by Purchaser on or prior to termination date shall revert to Forest Service.

Liability for Loss. If timber is destroyed or damaged the party holding title shall bear the value loss resulting from such destruction or damage.

Contract Term Adjustment. The contract term shall be adjusted to include additional calendar days equal to the actual time lost if hauling is interrupted due to causes beyond Purchaser's control or Purchaser accepts Forest Service written request to interrupt or delay operations.

Contract Term Extension. If the associated procurement contract is extended the contract term of this contract shall be extended to include additional calendar days equal to the additional time on the procurement contract.

Termination. In event the associated procurement contract is canceled, this contract shall be terminated without liability to either party due to the termination. Purchaser shall receive a refund for any included timber not removed due to termination.

Disputes. This contract is subject to the Contract Disputes Act of 1978.

Other Conditions

See Attachment A

Contract No: 155960
Name: Warrant 2752 Deck

Contract FS-2400-2 (10/2002)
Page 2 of 2

Signatures

Witness Signature	Date	Contracting Officer Signature	Date
<i>Jackie D Dargelo</i>	<i>10/21/08</i>	<i>Randall J. Stewart</i>	<i>10-24-2008</i>
Witness Signature	Date	Purchaser Signature	Date
		<i>Paul A. ...</i>	<i>10-21-08</i>

CERTIFICATION

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of the Purchaser, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

Attachment A
OTHER CONDITIONS –Warrant 2752 Deck

1. All OGM improvements, including access road (proposed road), well sites, and pipelines as shown on the Sale Area Map are to be protected. If damage is incurred, Purchaser is responsible to repair any damage to proposed road or other improvements as a result of removal of Included Timber to conditions that existed prior to contract award. Such repair may include, but is not limited to blading and crowning road surface, cleaning and/or re-establishing ditch lines, stone replacement, culvert repair or replacement, and any other work reasonably necessary to repair damage and restore improvements to operating condition.
2. Off-road equipment used on this sale shall be free of noxious weeds of concern and free of soil, seeds, vegetative matter or other debris that could contain or hold such seeds, prior to moving onto Sale Area. Equipment shall be inspected by Forest Service off the Sale Area and approved prior to use.
3. Forest Road 148 is the designated haul route for the sale. Purchaser shall pay road maintenance deposits for hauling Included Timber on FR 148. Three traffic safety warning signs are required to be posted while hauling of Included Timber on FR 148. An appraisal allowance has been made.
4. Forest Service may designate additional landing and/or decking areas outside of the Sale Area adjacent or near FR 148 as needed to facilitate removal of Included Timber.
5. Purchaser is required to utilize a pre-hauler or forwarder configured with self-loader to haul and remove Included Timber from Sale Area over most of the unimproved road. A skidder may be employed subject to Forest Service approval, to assist with dispersal of product decks and some skidding. Subject to Forest Service approval, log trucks with self-loaders may be utilized to remove Included Timber from portions of the Sale Area to the designated haul route.
6. Purchaser shall provide an acceptable performance bond of \$ 9000 for the duration of the contract.

Settlement Sale Area Map
Allegheny National Forest
Bradford Ranger District

WARRANT 2752 DECK SALE

Warrant 2752
Sheffield Township
Warren County, PA



LEGEND

- Approved Deck Locations
- Forest Proclamation Boundary
- Township
- County
- Warrant/Lot
- Cutting Area Boundary
- Sale Area Boundary
- Proposed Well
- Proposed Road
- Existing Well
- Stream
- Forest Service Gate
- Municipal Road
- Forest Road
- Other Road
- Forest Trail
- Ownership - Forest Service
- Ownership - Non-Forest Service
- EC Equipment Cleaning - All cutting areas.
- DZ Slash Treatment - All cutting areas.



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08-06-2008, slk

FS-2400-4 (7/98)

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image: c:\g\project\logm_sales\print\w2752deck.pdf

