

Section 44 Special Provisions
Contract No. WY-050-TS2025-001
Cottonwood Park Timber Sale

(a) Access and Hauling

BLM-provided access to the sale area shall be via U.S. Highway 287, BLM Road 2411 (Green Mountain Loop Road), BLM Road 2411B (Wild Horse Point Road) and existing primitive dirt roads.

Purchaser may elect to haul using the Mine Road on the south side of Green Mountain instead of BLM Road 2411, however, this is a privately owned road with privately owned gates and BLM does not provide access to this road. Purchaser shall be responsible for obtaining permission from Kennecott Uranium if this road is used.

Purchaser shall not construct any new roads. Access to the sale units is via existing roads only. The Purchaser shall be required to upgrade or maintain the existing primitive dirt roads as purchaser performed maintenance to the minimum necessary for safe hauling of logs.

Authorized officer reserves the right to prohibit hauling on weekends and federal holidays dependent on traffic. Weekends begin Fridays at 4pm and conclude Sunday at 11:59pm. Federal holidays during the operating season include Independence Day, Labor Day, Columbus Day, and Veterans Day.

Any incidents or near misses with other traffic shall be reported to the Authorized Officer within 24 hours. If deemed necessary, the Authorized Officer shall adjust the safety protocol to protect visitor health and safety.

The Purchaser is authorized to use the roads which are under the jurisdiction of the Bureau of Land Management, for the removal of timber sold under the terms of this contract; provided, that at all times during the period of operations on the contract area, and upon completion of said operations, the purchaser shall be liable for maintenance and repair of said roads resulting from wear or damage, except damage caused by major catastrophes or disasters resulting from Acts of God, or wear and damage caused by third party users.

Access across State of Wyoming lands – Purchaser shall be required to purchase additional wood products from the State of Wyoming to be allowed to haul BLM timber from Unit 1 across the State Section in T28N, R92W, Sec 36. For more information, contact Frank Mitchem, Wyoming State Forester, at (307) 856-8655.

(b) Road Maintenance

The Purchaser shall be responsible for maintenance of the approximately 8.25 miles of existing native surface roads connecting the sale areas to BLM Roads 2411 and 2411B until termination of the contract. Maintenance shall include grading or smoothing the road surface to the minimum necessary for safe hauling, maintaining any erosion control structures such as waterbars or rolling dips in functional condition, and removing vegetation growing on or along the road to a maximum corridor of sixteen (16) feet.

Slash resulting from vegetation removed from road corridors shall be masticated or lopped and scattered to a maximum height of eighteen (18) inches or piled.

When two or more commercial operators are simultaneously using the same road where BLM is not requiring maintenance deposits, the commercial users shall develop maintenance responsibilities and arrangements for accomplishing the work. BLM must agree to this plan. If the

commercial users can not agree on maintenance responsibilities, BLM shall resolve the differences.

The ditch at the junction of Unit 5 Road 5A and BLM Road 3411 shall remain in a functional condition, or Purchaser shall place a temporary culvert or bridge to allow water flow and remove culvert or bridge following use, or Purchaser shall avoid crossing the ditch by diverting the road entrance to the immediate north of the existing ditch relief culvert. Purchaser shall be responsible for repair and maintenance of any water damage to BLM Road 3411 due to ditch failure or ditch relief culvert failure, or any damage to the existing ditch relief culvert, resulting from operations.

(c) Operating Season and Wildlife Restrictions

Harvest operations, equipment hauling, and timber hauling shall be prohibited from November 15 to June 30 due to proximity to mapped winter range and elk calving areas.

Harvest operations, equipment hauling, and timber hauling shall be permitted from July 1 through November 14 each year, with the following exceptions:

Raptors general:

Harvest operations and timber hauling shall be prohibited within 0.75 mile of active raptor nests until July 31. A survey in accordance with BLM standards shall be completed by BLM prior to July 1 each year within the area 0.75 mile from the harvest area to determine if timing limitations shall apply.

Northern goshawk:

Harvest operations and timber hauling shall be prohibited within 0.75 mile of active goshawk nests until August 31. A survey in accordance with BLM standards shall be completed by BLM prior to July 1 each year within the area 0.75 mile from the project to determine if timing limitations shall apply.

Migratory birds:

For activities prior to July 15, a survey shall be conducted seven (7) days prior to harvest operations or timber hauling by BLM using standardized methods. If harvest operations or timber hauling can not be initiated within seven (7) days after survey, an additional survey shall be completed by BLM before harvest operations or timber hauling can commence during this time period. If it is not possible for the BLM biologist or BLM contractor to complete a ground survey during this timeframe, the Contracting Officer shall determine whether to implement the project without a survey or provide other options. If the survey locates an active nest or finds signs to indicate that an active nest is likely to be present, then harvest operations or timber hauling shall be delayed until chicks have fledged. Nest surveys shall include a ten (10) meter buffer around any area of surface disturbance. For activities with more than a single connected site, clearance surveys shall be required for each individual disturbance area. Survey data forms and results shall be provided to BLM Lander Field Office before disturbance activities are authorized.

Hunting Season:

For activities September 1 – November 15, Purchaser shall limit harvest operations to not more than two (2) units at any one time and shall select units as close together as possible to minimize disturbance.

(d) Camping

Purchaser shall be allowed to camp on or near the contract area while work is ongoing. The location of dispersed campsites shall be approved by the Authorized Officer. The 14-day public

dispersed camping limitation shall be waived for the Purchaser for the purpose of working on harvest operations and timber hauling.

Camp and project sites shall be always maintained in a sanitary condition; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

If Purchaser desires to utilize Cottonwood Campground, Purchaser shall pay the nightly rate and shall be limited to the public camping maximum of 14 days.

(e) Logging Operations

Total sale acreage is approximately 342 acres.

The order in which units are harvested shall be made by the Authorized Officer in consultation with the Purchaser. This may depend on the results or progress of raptor nesting surveys completed by BLM.

Before beginning operations on the contract area for the first time or after a shutdown of 15 or more days, the Purchaser shall notify the Authorized Officer of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 15 or more days.

In Unit 5 and Unit 9, Purchaser shall leave some trees located within sixty-six (66) feet of the boundary to create a feathered edge for visual resource management, except within designated landings and within thirty (30) feet of slash piles. Purchaser shall select leave trees in coordination with the Authorized Officer with an average minimum twenty (20) foot spacing. Leave trees may be any species and do not need to be merchantable but shall be a minimum ten (10) feet tall.

Skidding shall be done with either a crawler or rubber-tired skidder. No skidding shall be allowed through reserve timber except on designated skid trails. Location of skid trails and decking areas must be approved by the Authorized Officer in advance of yarding.

The Purchaser shall locate skid trails as follows:

- a) Space major skid trails at approximately one hundred fifty (150) feet apart unless otherwise agreed to by the Authorized Officer. Minor (feeder) trails will be placed to minimize surface disturbance.
- b) No skid trails are permitted in unstable areas, unless approved in advance in writing by the Authorized Officer.
- c) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall keep all skid trails at a thirty-five (35%) or less grade unless approved in advance by the Authorized Officer.
- d) The Purchaser shall designate landings. All landings will be approved by the Authorized Officer prior to construction and use.

Gates shall be left open or closed as found upon arrival, unless otherwise agreed upon. Fencelines disturbed by this operation shall be returned to their original or better condition.

The boundaries of the units are marked with vertical stripes of blue paint on vegetation, approximately two (2) feet in length facing the harvest units. On small boundary trees, one stripe faces the harvest unit. On larger boundary trees, 3 stripes are painted, of which the center strip

faces the harvest unit, and each end stripe faces the boundary. Boundary trees are reserved from cutting. Some units may have blue flagging to assist in locating the paint, but the paint is the legal unit boundary.

All trees greater than or equal to seven (7) inches diameter at breast height, designated for cutting, shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the uphill side, unless otherwise agreed in advance. All trees less than seven (7) inches diameter at breast height shall be cut so that the resulting stumps shall not be higher than six (6) inches measured from the uphill side.

Hanging trees that are a result of logging operations shall be brought to the ground immediately. If these trees cannot be brought down during the same operating period they must be identified as a hazard tree and marked with bright flagging which shall be visible from all sides.

Purchaser shall conduct all operations in a manner that minimizes damage to conifer reproduction and all other reserved trees regardless of size or merchantability. BLM recognizes that some damage during operations will be necessary and unavoidable.

The size and location of landings and skid trails shall be approved by the Authorized Officer prior to construction.

The Purchaser shall maintain all erosion control structures such as waterbars and broad-based dips in a functional condition during operations.

Wyoming Best Management Practices (BMP's) shall be followed by the Purchaser. BLM will supply the Purchaser with a free copy of Wyoming BMP's upon request.

(f) Slash Disposal

The purchaser shall pile slash created by the harvesting activity by hand or machine. A minimum of 90% of the "green" surplus material created by logging shall be piled. Finished piles shall be tight and free of excess soil. All objects that extend more than six (6) feet in any direction from the pile profile shall be cut off and returned to the pile. Piles shall be located at least twice their diameter from residual conifer timber. The dozer piling machine shall not be operated within one hundred (100) feet of a stream channel, live stream, or wetland. Whole tree skidding and piling at the landings is acceptable.

The purchaser shall not burn the slash piles. The slash piles shall be burned by BLM personnel.

(g) Road Partial Closure and Skid Trail Reclamation following harvest

The objective of partial road closure is to return existing roads to the type and level of public motorized traffic that occurred prior to harvest. Upon completion of operations, the Purchaser shall install earthen barriers a minimum of two (2) feet in height designed to not allow trailer or RV traffic to cross, but designed to allow high clearance vehicles, ATV's, and UTV's to cross, on Roads 1B, 1D, 3B, 4A, 5A, 6B, 7A, 7C, 7D, 8A, 8B, and 9A at the locations (black triangles) shown on Exhibits A-3 and A-4.

Upon completion of operations, Purchaser shall scatter slash for a minimum of one hundred fifty (150) feet on Road 2A, starting at the edge of the timber, in a manner to discourage public use. If Purchaser has bladed Road 2A, Purchaser shall smooth all berms over all bladed areas prior to scattering slash.

Upon completion of operations, Purchaser shall scatter slash on any major skid trails in a manner to discourage public motorized use. Purchaser shall seed skid trails and bare soil areas created by skidding or landings using BLM provided seed at a rate of twelve (12) pounds per acre. Unless

otherwise agreed in writing, seeding shall be done in the fall during weather and moisture conditions favorable for quick germination and growth of the plants. Seeding shall be completed in a timely manner following the last disturbance activity by the purchaser in the disturbed area.

(h) Invasive Species

To prevent the spread of noxious weeds into the project area, the Purchaser and its sub-contractors shall be required to clean all off-road logging and construction equipment prior to entry on to BLM lands associated with the cutting units. The Purchaser shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, vegetative matter, and other such debris that could contain or hold seeds, when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

Only logging and construction equipment cleaned as specified and inspected by the BLM will be allowed to operate within the project area. All subsequent move-ins of equipment to the agreement project area shall be treated in the same manner as the initial move in.

"Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

Unless otherwise agreed, the Purchaser shall give the BLM at least 24 hours' notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the BLM.

New infestations of noxious weeds, of concern to BLM and identified by either the Purchaser or BLM, on the Sale Area, shall be promptly reported to the other party. The Purchaser and BLM shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to BLM is available at each Field Office.

(i) Reclaimed Oil Pad

Purchaser shall not use or disturb the reclaimed oil pad located north of Unit 1.

(j) Cultural Resources

In addition to the Sec. 23 Protection of Cultural Resources provisions, equipment shall remain within marked unit boundaries, on existing roads, or immediately adjacent to existing roads to avoid disturbance of cultural resources.

