

Section 44, Special Provisions

A. Log Branding

Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log, bolt or other roundwood and identify each of these by painting with highway yellow paint.

B. Logging – Cutting, Skidding, Yarding

1. Payment for timber is based on weight scale. After payment of the first and second installments as required under Section 3 of the contract, the Purchaser may make payment for timber removed from the sale area using one of the following options:
 - a. Make payments as described in Section 3 of the contract. OR
 - b. Payments to the Bureau of Land Management directly from the mill(s) for scaled volume delivered may be made in monthly payments (one (1) payment each month) with payments no greater than thirty (30) days apart. Upon written approval from the Authorized Officer, monthly payments directly from the mill to the Bureau of Land Management may be made for logs removed from the sale area.
2. Before beginning operations on the contract area for the first time or after a shutdown of fourteen (14) or more days, the Purchaser shall notify the Authorized Officer in writing of the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if the Purchaser intends to cease operations for any period of seven (7) or more days.
3. In 2009 the Bureau of Land Management (BLM) joined with the State of Idaho Department of Lands (IDL) to participate in a non-point source MOU with the State of Idaho Department of Environmental Quality (DEQ). BLM and IDL agreed to implement Best Management Practices (BMP's) that will maintain Idaho's clean water standards. BLM, IDL, and DEQ use the practices defined in the State of Idaho Forest Practices Act, Title 38, Chapter 13, Idaho Code, as these designated BMP's will maintain federal Clean Water Act standards. PURCHASER agrees to implement practices that meet or exceed the protection described in the State of Idaho's Forest Practices Act.
4. Prior to the commencement of operations, the Purchaser shall provide a written operations and logging plan commensurate with the terms and conditions of the contract. A **pre-work conference** between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Contracting Officer before the logging plan shall be approved.
5. No yarding or skidding shall be permitted during weather conditions that would cause adverse environmental damage to the soils or skid trails due to rutting or erosion.

6. All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees.
7. Pursuant to Section 8 of this Contract, *Sales of Additional Timber*, no additional timber shall be sold without prior approval by the Authorized Officer. All additional timber shall be marked and cruised prior to felling. Any leave trees felled without prior approval shall be considered trespass.
8. All trees, except those reserved, shall be felled insofar as topography and lean permit, diagonally towards or away from the marked centerline of cable corridors and skid trails.
9. Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, no harvest areas, and snags.
10. No yarding or loading is permitted in or through reserve areas, streams or springs on the contract area.
11. Work shall be accomplished with care and no oil, gasoline, bituminous mixtures or other harmful or foreign materials shall be allowed to enter any water channels. Areas that have become saturated with oil, gasoline, or bituminous products shall be excavated to a depth of eighteen (18) inches beyond the contaminated material and backfilled with approved material. The process for disposal of contaminated material shall be approved by the Authorized Officer.
12. Skidding and Yarding Requirements or Limitations. Unless otherwise agreed in writing, Skidding and yarding on the areas designated herein and shown on the Sale Area Map in Section 44, Exhibit A2, shall be done in accordance with the yarding requirements or limitations for the designated area(s) as described below:

Designated Area(s)/Unit(s)	Skidding and Yarding Requirements or Limitations
All	Between October 31 of one calendar year and May 31 of the following calendar year, no log skidding shall be allowed unless approved in writing by the Contracting Officer. No yarding shall be permitted during adverse weather conditions. Yarding tractors or skidders must not exceed twelve (12) feet in track or tread width. Skid trails shall not exceed a width of twelve (12) feet on average per unit. New skid trails shall be pre-designated or flagged by the Purchaser and approved by the Authorized Officer prior to falling of timber. New skid roads shall be placed at least one hundred twenty (120) feet apart, where topography allows. Skid trails shall occur on no greater than fifteen (15) percent of a treatment unit. Skidders/tractors shall operate only on skid trails, unless otherwise agreed to by the Authorized Officer. Skidding shall be prohibited on existing roads unless approved in writing by the Authorized Officer. Existing conifer regeneration and all aspen shall be protected during tractor yarding operations. All log landings must be approved by the Authorized Officer prior to construction or use. Landing size shall not exceed one-quarter (1/4) acre, unless otherwise approved by the Authorized Officer. Landings and landing slash shall be located where possible to facilitate disposal of landing slash at a later date by the Bureau of Land Management. Slash shall be piled with a tractor equipped with a brush blade. Unless otherwise approved by the Authorized Officer, this shall be construed to mean that each tractor will be equipped with the following: a brush rake or brush blade equipped with a minimum of five teeth which project at least twelve (12) inches below the lower edge of the blade. Landing slash shall be piled as described in <u>Section 44. E.2. Slash Piling Requirements and Limitations</u> of the timber sale contract. Purchaser shall keep all skid trails at less than a thirty-five (35) percent grade unless otherwise approved by the Authorized Officer. Skidding shall not occur on slopes greater than forty-five (45) percent. Upon completion of yarding, waterbars, seeding and other erosion control measures shall be completed in accordance with <u>Section 44.G.1 Erosion Prevention and Control Measures</u> of the timber sale contract.

Designated Area(s)/Unit(s)	Skidding and Yarding Requirements or Limitations
Off-road Jammer (Exhibit A2 – Sale Area Map)	The Off-road Jammer shall be employed on slopes greater than 45% and tractors may be used elsewhere. Off-road Jammer shall be used for yarding trees to designated skid trails and roads. Trees shall then be “whole-tree-yarded” (i.e. limbs and branches attached) to the landings as long as minimal damage, as determined by the Authorized Officer, occurs to the soil and leave trees. If unacceptable stand or soil damage is occurring, bucking and/or limbing prior to skidding shall be required, as directed by the Authorized Officer. Tops and limbs which break off during normal felling and skidding operations are not required to be yarded. Tops may be cut from the stems prior to skidding only with written permission from the Authorized Officer. Slash shall be treated as per <u>Section 44. E.2. Slash Piling Requirements and Limitations</u> of the timber sale contract. Off-road Jammers shall be equipped with tong throwing capability, skidding line capable of winching 300 feet, a log handling boom, and a tracked undercarriage. The jammer must stay on designated skid trails or the road surface. When operating from the road surface, the jammer must be capable of elevating the leading edge of the log above the road fill/cut slope. When operating from designated skid trails, logs must be winched to the jammer for subsequent tractor skidding to the landing
Tractor (Exhibit A2 – Sale Area Map)	The Tractor designation is intended to indicate the predominant logging system for the unit. Notwithstanding this designation, Off-road Jammer shall be employed on slopes greater than 45% and tractors may be used elsewhere. Trees shall be “whole-tree-yarded” (i.e. limbs and branches attached) to the landings as long as minimal damage, as determined by the Authorized Officer, occurs to the soil and leave trees. Near landings, cut trees shall be left as “bumper” trees to avoid damage to leave trees during skidding. If unacceptable stand or soil damage is occurring, bucking and/or limbing prior to skidding shall be required, as directed by the Authorized Officer. Tops and limbs which break off during normal felling and skidding operations are not required to be yarded. Tops may be cut from the stems prior to skidding only with written permission from the Authorized Officer. Slash shall be treated as per <u>Section 44. E.2. Slash Piling Requirements and Limitations</u> of the timber sale contract. Feller-bunchers and harvesters may be used with permission from the Authorized Officer. Permission is based on limited ground disturbance and minimal damage to the residual (i.e. leave) trees. Feller-bunchers and harvesters shall not operate on slopes greater than 35%. Where slopes exceed 45%, an Off-road Jammer shall be used for yarding trees to designated skid trails and roads. Trees shall then be “whole-tree-yarded” with the same requirements and exceptions as mentioned above for Off-road Jammer units.

C. Log Road Maintenance Specifications

When two or more commercial users are simultaneously using the same road where the Bureau of Land Management is not requiring maintenance deposits, the commercial users will jointly develop a written plan, signed by all parties, that specifies use arrangements and maintenance responsibilities for accomplishing their respective contract work. The Bureau of Land Management must agree to this plan. If the commercial users cannot agree on use arrangements and maintenance responsibilities, the Contracting Officer of the Bureau of Land Management shall resolve the differences.

The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) used by the Purchaser for log haul. Release of maintenance requirements may be granted, upon written request, when the following conditions are satisfactorily met, as determined by the Authorized Officer.

1. Operational Maintenance:

- a. The purchaser shall assure that the haul roads are open and safe for public travel or a suitable detour/closure is established, as determined by the Authorized Officer, prior to the no hauling periods identified in Section 44. D.1. Hauling Restrictions of the timber sale contract.
- b. The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- c. The Purchaser shall, as directed by the Authorized Officer, perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by any equipment the purchaser has on site and/or the use of hand tools.
- d. The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining/installing water dips and waterbars using equipment approved by the Authorized Officer.
- e. The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of Purchaser activities during the contract period. Disposal of such vegetation material shall be lopped and scattered.
- f. The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way, when directed by the Authorized Officer.
- g. The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of Purchaser activities during the contract period. Disposal of such

vegetation material shall be lopped and scattered.

- h. The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of 4000 gallons per mile of road surface traveled. Watering may be done at a rate less when approved by the Authorized Officer.

2. Seasonal Maintenance:

- a. The Purchaser shall perform preventive maintenance at the completion of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes water dips, cross ditching, removing ruts or other surface irregularities, and all other requirements specified under Operational Maintenance. The Purchaser shall perform and complete seasonal maintenance prior to October 31 of each year, unless otherwise directed by the Authorized Officer.

3. Final Maintenance:

- a. The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of this contract, including access roads under agreements between the purchaser and other owners, within 30 days following completion of hauling or no later than the end of the contract period, whichever comes first. This maintenance and/or repairs includes water dips, cross ditching, removing ruts or other surface irregularities, and all other requirements specified under Operational Maintenance or other work as directed by the Authorized Officer.
- b. The purchaser shall decommission temporary roads (Exhibit A2). Decommissioning shall consist of a combination of the following: removing cross drains and culverts, partial restoration of natural contour, ripping, installing water bars, placement of slash, seeding and blocking road from access by vehicles. As determined by the Authorized Officer, the actual work will be based on what is necessary to achieve the resource objective and the situation on the ground following logging.

D. Road Use

- 1. Hauling Restrictions - Unless otherwise agreed to in writing by the Authorized Officer, the Purchaser's use of existing roads for log haul shall be restricted as follows:
 - a. No hauling on weekends (4 p.m. Fri. to 12:00 a.m. Mon.). No hauling on 3-day holiday weekends (4 p.m. the day before the 3-day weekend to 12:00 a.m. the day after the 3-day weekend). No hauling on opening day of the deer and elk modern firearm season (4 p.m. the day before to 12:00 a.m. the day after opening day). No hauling on mid-week holidays (4 p.m. the day before to 12:00 a.m. the day after

the holiday).

- b. No log haul shall be permitted during weather conditions that would cause adverse environmental damage to the roads due to rutting or erosion.
- c. Any haul road not shown on the Sale Area Map shall be used only with written agreement from the Authorized Officer.

2. Safety of Public and BLM Travel

- a. Purchaser shall post safety signs on roads warning the public and Henley Way access users of logging and log haul operations. At minimum, signs warning of log trucks shall be posted at the gated entrance of Henley Way to warn Henley Way authorized users and from both directions of travel on Hwy 20 in advance of its junction with Henley Way to warn the public of loaded trucks entering the highway from. Warning signs of logging operations shall also be posted at access points near harvest units to warn potential users, and any other areas deemed necessary for public safety by the Authorized Officer.
- b. Purchaser shall post a contact phone number and radio frequency for easement owners to provide access to property and telecommunication sites when passage is safe and free of log trucks and heavy equipment.
- c. Sign size, wording, and construction shall be in accordance with standard warning signs specified in the Manual on Uniform Traffic Control Devices (Federal Highway Administration). When road construction, timber cutting, or yarding is in progress near public roads, the Purchaser shall, unless otherwise agreed to by the Authorized Officer, provide such flagmen, post signs, erect and maintain barricades, guards, construction signs, warning signs, and detour signs as necessary to warn and protect the public at all times from injury or damage as a result of Purchaser's operations. In addition, Purchaser shall provide a watchman for the area whose sole duty shall be to warn and advise the public of any hazards present in the area as a result of this sale. Roads shall be open and safe for public travel during the no hauling restriction times described in Section 44.D.1. Hauling Restrictions of this timber sale contract.
- d. Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

E. Slash Disposal

In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by his operations and the State's willingness to release him from liability for such hazard, the Purchaser shall remain responsible to the

Government for performance and completion of the following measures required by this contract.

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

Unless otherwise agreed in writing, Purchaser shall perform the following work described below:

1. Fell Damaged Residual - Purchaser shall fell all species of live trees over twelve (12) feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Purchaser's Operations. Such trees shall be limbed and lopped to within eighteen (18) inches of the ground.
2. Slash Treatment Requirements or Limitations. Unless otherwise agreed in writing, slash treatments on the areas/units designated herein and shown on the Sale Area Map in Section 44, Exhibit A2, shall be done in accordance with the slash requirements or limitations for the designated areas/units as described below:

Designated Area(s)/Unit(s)	Slash Treatment Requirements and Limitations
Landings	Where landing location or size is too restrictive for slash piling, as determined by the Authorized Officer, slash shall be piled at a separate location from where logs are decked or slash shall be lopped and scattered before skidding to the landing(s). Piles shall be tight and free of soil that would hinder burning. The minimum height of slash piles shall be $\frac{1}{2}$ the width. Piles shall not be more than fifty (50) feet long. Material protruding from the piles over twelve (12) feet shall be bucked off and re-piled. No slash piles shall be closer than thirty (30) feet to a merchantable size leave tree or fifty (50) feet to a ponderosa pine that is greater than twenty-four (24) inches diameter at breast height. Piles shall be of a size and location which shall not impair road use. As directed by the Authorized Officer, logs not meeting utilization standards accumulated at landings: 1) shall be decked on the opposite side of the landing from which the slash piles are located; or 2) shall be returned to the unit to supplement coarse woody debris or mitigate soil erosion potential.

Cutting Units	Any slash remaining in the unit for any reason shall be lopped and scattered concurrently with the falling operations. Slash shall be lopped to within <u>18 inches</u> of the ground and scattered away from and without unnecessary damage to residual trees. Slash shall be uniformly scattered and not in piles. Where excessive mineral soil is exposed on skid trails, as determined by the Authorized Office, landing slash shall be grappled back and placed on the exposed minerals soil locations. Cull logs not yarded shall be limbed, placed away from trees and positioned so they will not roll.
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F. Fire Prevention

1. The Purchaser shall comply with all the applicable Idaho State Fire Prevention Laws, Rules, Regulations, and Standards.
2. Prior to the operation of power-driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, the Purchaser shall prepare and comply with a fire prevention and control plan to the satisfaction of the Authorized Officer.
3. The Purchaser shall provide **Basic Fire Cache(s)**.
 - a. At a minimum, the Purchaser shall maintain in good repair on the contract area, one Basic Fire Cache at each landing. However, one Basic Fire Cache may serve two landings not over six hundred (600) feet apart. The Authorized Officer may also designate additional area(s) to locate Basic Fire Caches. Each **Basic Fire Cache** shall be contained in a sturdily constructed box marked "FOR FIRE USE ONLY". The box shall have a hinged lid and a hasp by which the lid can be sealed.
 - b. Each Basic Fire Cache shall contain tools for ten (10) people. If the Purchaser's crew and/or subcontractors' crew on the contract area exceed ten (10) people, the Purchaser shall add additional Basic Fire Caches such that each person on the Purchaser's crew and/or subcontractors' crew has a firefighting tool. All tools and equipment shall be maintained in good condition and located at a point immediately accessible for fighting purposes. Axes, shovels, and Pulaski tools shall be on tight, strong handles and have and shall have sharp cutting edges.
 - c. Each Basic Fire Cache shall contain the following tools and equipment:
 - Two (2) axes
 - Five (5) shovels. Each shovel shall have a handle not less than three (3) feet in length and a blade not less than seven and three-quarters (7¾) inches wide.
 - Three (3) Pulaski tools
 - Two (2) water buckets

4. Any person using a portable power saw shall have the following equipment immediately available:
 - a. A shovel in good condition with not less than a three (3) foot handle and a blade not less than seven and three-quarters ($7\frac{3}{4}$) inches wide shall be within fifty (50) feet of any power saw when in operation.
 - b. A fully charged, operable chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the State of Idaho Department of Lands local District Fire Wardens shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the State of Idaho Department of Lands Regulations.
5. Every Operator conducting a Forest Operation using a cable logging system or a metal-tracked harvester during the period of July 1st through September 30th annually shall provide all water supply and fire suppression equipment in the operating areas as stated in the Idaho Administrative Procedures Act (IDAPA 20.04.01.130 Water Supply and Equipment).
6. The Authorized Officer may require additional fire tools and fire equipment as the fire danger may warrant. Such additional tools and equipment shall include but not be limited to the following items: portable pumps, tank truck or portable tank, bulldozer, headlight for each man in the woods-crew, and a pair of headlights for each bulldozer.
7. The purchaser shall comply with all fire restrictions issued by the Bureau of Land Management.

G. Environmental Protection

1. The purchaser shall notify the Authorized Officer at least two (2) weeks in advance of beginning operations. A survey shall be conducted prior to harvesting activities if harvesting activities are to occur between February 1st and July 31st to clear the area of BLM sensitive wildlife species. If special status nesting species are found, the area around the nest would be avoided until August 1st or young have fledged, as specified by state office guidelines for each individual species.
2. Erosion Prevention and Control Measures shall be performed as indicated below:
 - a. Following completion of skidding and yarding operations in an area, Purchaser

shall seed exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, temporary roads, and traveled ways of the sale area as directed by the Authorized Officer. Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be as indicated below. The actual mix used may vary depending on seed availability, but in broadcast seeding applications, a total of 15-18 bulk pounds per acre is required to achieve the objectives of soil stabilization and plant community re-establishment. No fewer than four grasses and two forbs may be used.

Grass Species	Pounds/Acre of Pure Live Seed (PLS)
Big Bluegrass 'Sherman'	1.5
Mountain Brome 'Bromar'	3.0
Slender Wheatgrass 'Pryor' or 'San Louis'	4.0
Bluebunch Wheatgrass 'Goldar'	4.0
Idaho fescue (North facing slopes) 'Nezpurs'	2.0

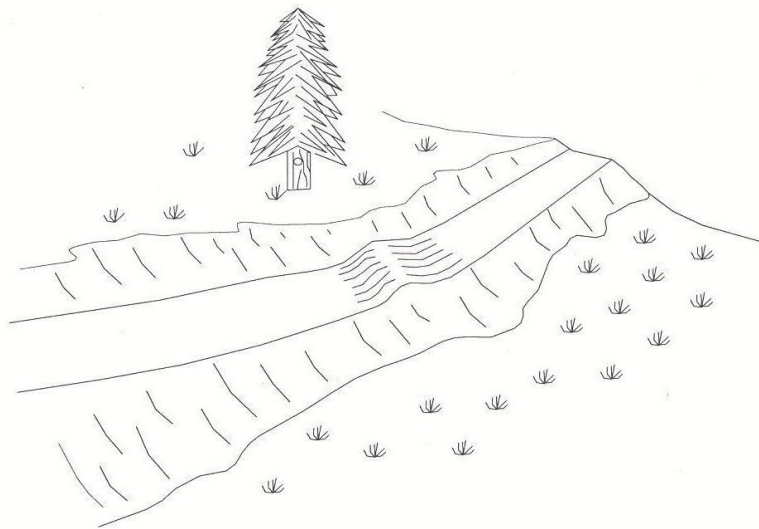
Forb Species	Pounds/Acre of Pure Live Seed (PLS)
Small Burnett 'Delar'	1.6
Lewis Flax 'Maple Grove'	0.7
Globemallow (Spharalecea spp.)	0.5
Buckwheat (Eriogonum spp.)	0.4
Fleabane (Erigeron spp.)	0.3
Totals	18.0

- b. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Purchaser shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.
- c. Unless otherwise agreed in writing, Purchaser shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each cutting unit.
- d. Water Bars shall be constructed on all skid trails upon completion of skid trail use in each unit. All open skid roads trails shall be water barred prior to October 1 of the year they were first used. The water bars shall be constructed in accordance with the water bar specifications illustration and cross drain spacing specifications attached hereto, using equipment approved by the Authorized Officer.

Cross Drain Spacing Specifications

% Slope	Cross Drain Spacing (ft)
0-5	150-200
6-15	100-150
16-20	60-100
21-30	40-60
31-45	25-40

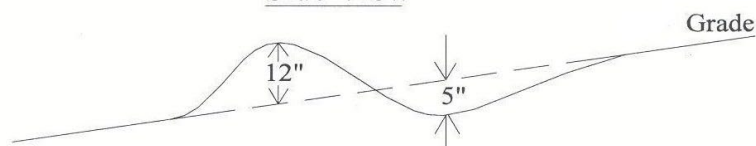
Water Bar Specifications



End View



Side View



Water bars shall be located by or approved by the Authorized Officer's Representative.

3. Cleaning of Off-Road Equipment (i.e. all logging/construction machinery, except for log trucks, service vehicles, water trucks, pickup trucks, cars and similar vehicles). Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto the Sale Area without having cleaned such equipment of seeds, soil vegetative matter or other debris that could contain or hold such seeds. If Purchaser cannot identify the location of prior operation, cleaning of equipment shall be required. Prior to moving Off-Road Equipment subject to the cleaning requirement onto the Sale Area, Purchaser shall notify the Bureau of Land Management and make said equipment available for inspection. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter and other debris that could contain or hold seed. Prior to bringing each additional piece of Off-Road-Equipment to the Sale Area, the Purchaser shall use the following Verification of Equipment Cleaning form to verify where each piece most recently operated and the date of most recent cleaning.

EQUIPMENT CLEANING VERIFICATION FORM

To the Authorized Officer,

I, _____, certify that the following equipment was cleaned per
Purchaser Representative

Bennett Mountain Contract Provision Section 44, G.3. Cleaning of Off-Road Equipment, by pressure washing and verify that the equipment is free of weed seeds, prior to moving onto the Bennett Mountain Timber Sale.

List of Equipment and Date Cleaned:

Equipment	Location Most Recent Operation	Date Cleaned

Contractor/Subcontractor Signature: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Title: _____

4. Prevention of Spills - If Purchaser maintains storage facilities for petroleum or petroleum products on Sale Area, Purchaser shall take appropriate preventive measures to ensure that any spill of such petroleum or petroleum products does not enter any stream or other waters of the United States or any of the individual States.

Petroleum or petroleum product storage containers with capacities of more than 200 gallons, stationary or mobile, shall be located no closer than 100 feet from any stream, watercourse, lake or area of open water. Dikes, berms, or embankments shall be constructed to contain at least 110% of the volume of petroleum products stored within the tanks. Diked areas shall be lined with an impervious material and of adequate capacity to contain spilled petroleum products.

If the total petroleum or petroleum products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Purchaser shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40CFR 112), including certification by a registered professional engineer.

Purchaser shall notify Contracting Officer and appropriate agencies of all reportable (40 CFR 110) spills of petroleum or petroleum products on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's operations. Employees shall be trained in spill prevention and clean up. Adequate spill response equipment (i.e. absorbent pads) shall be made available on site. Purchaser will take whatever initial action may be safely accomplished to contain all spills. Note that in Idaho, a release of a petroleum product exceeding 25 gallons is a reportable release.

EXHIBIT A1 -- Vicinity Map



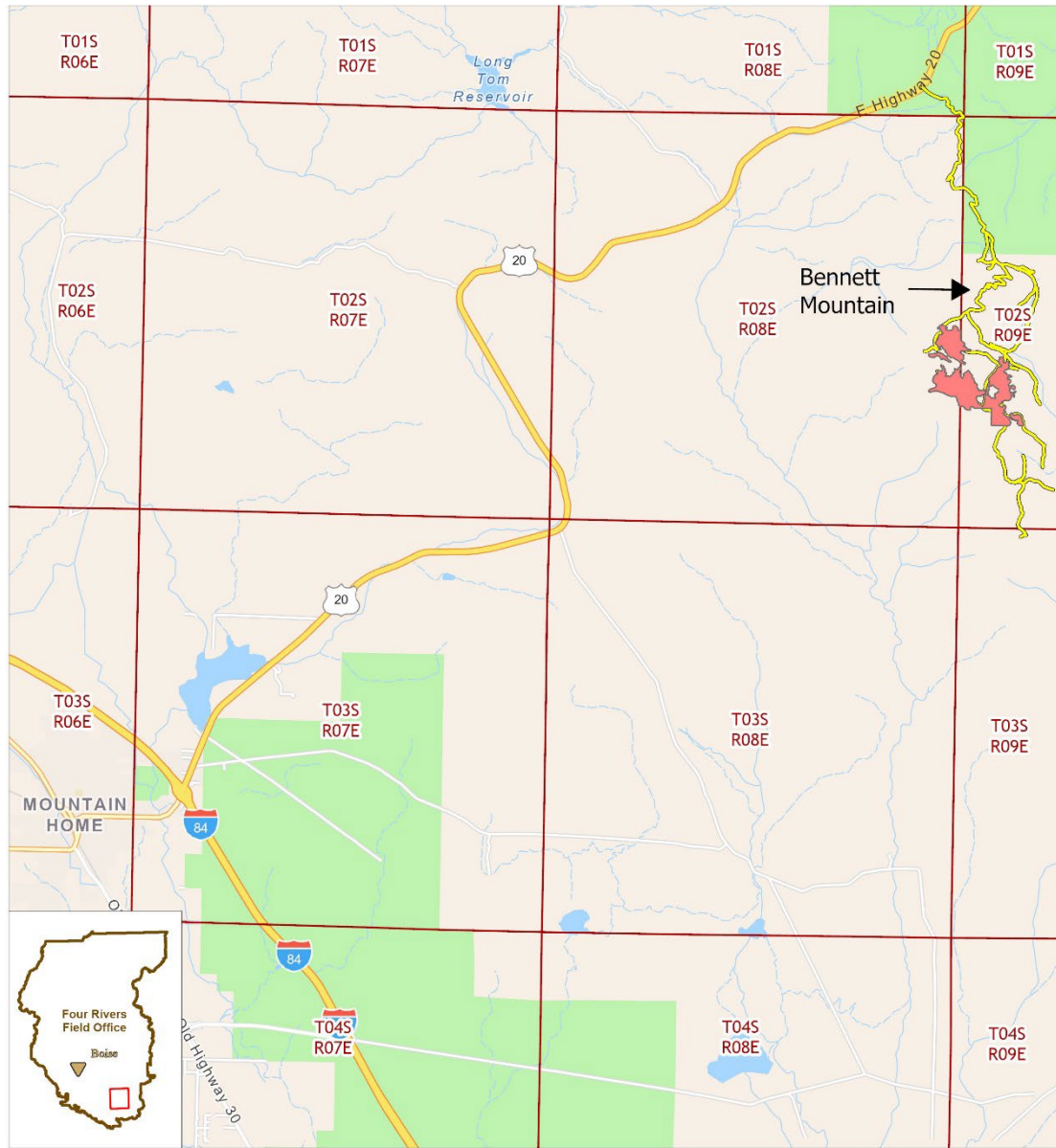
Bennett Mountain Timber Sale

Location Map

Bureau of Land Management
Four Rivers Field Office
3948 Development Ave
Boise, ID 83705
(208) 384-3300



6/15/2026



■ Bennett Mountain Timber Sale
— Access Roads



0 1 2 3 4 5 Miles
0 1 2 3 4 5 Kilometers

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

EXHIBIT A2 – Sale Area Map



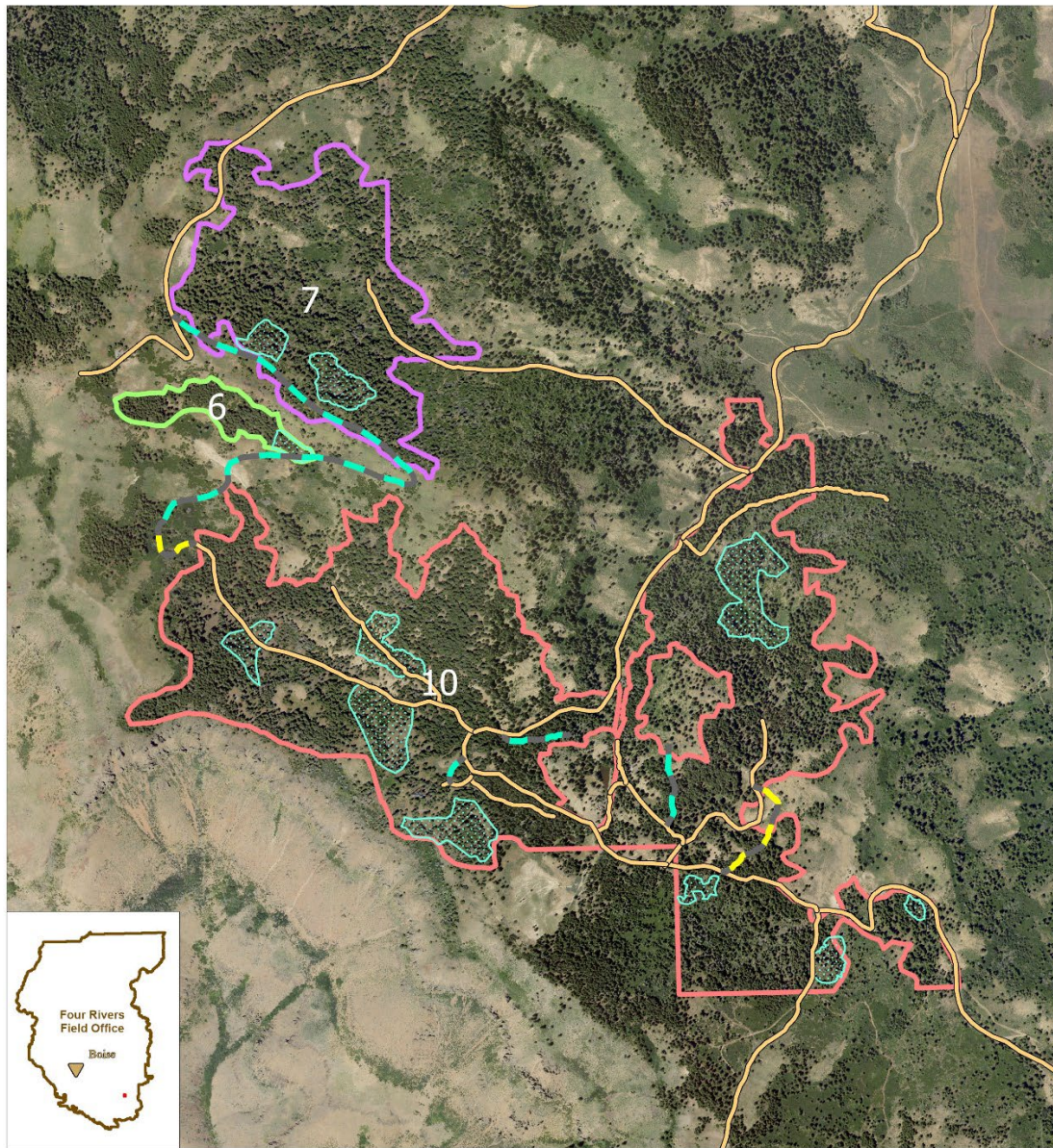
Bennett Mountain Timber Sale

Units, 6,7,10 (434 Acres)

Bureau of Land Management
Four Rivers Field Office
3948 Development Ave
Boise, ID 83705
(208) 384-3300



7/16/2026



- | | |
|--|--|
| Unit 10 (Marked) | Existing Road |
| Unit 7 (Unmarked) | New Road |
| Unit 6 (Unmarked) | Temporary Road |
| Group Openings | |



0 0.25 0.5 Miles
0 ¼ ½ Kilometers

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

EXHIBIT B – Volume and Value Data

- I. PURCHASE PRICE - The Purchaser agrees to pay the Government for the timber sold under this contract in accordance with one of the following schedules. The prices per measurement unit are subject to readjustment. See Section 9 of the timber sale contract.

MERCHANTABLE TIMBER SPECIES	STUMPAGE (\$/Ton)	CONTRIBUTED FUNDS (\$/Ton)	TOTAL AMT DUE BLM (\$/Ton)
Douglas-fir	-	n/a	-
Lodgepole pine	-	n/a	-
Biomass (& Other Products)	n/a	n/a	n/a

- II. UTILIZATION STANDARDS - All timber that can be cut into logs which equal or exceed the following specifications shall be considered merchantable timber. The Purchaser shall pay for same in accordance with Section 3 of the timber sale contract at the unit prices shown in Section 44, Exhibit B, Part I above.

Merchantable Timber and Biomass (& Other Products)

Species	Product	Estimated Quantity	Unit of Measure	Minimum Length (feet)	Minimum Diameter (DIB) Small End (inches)	Minimum Merchantability	Maximum Stump Height (inches)
All	Sawlogs	5704	MBF	10	6	33.3%	12
All	Biomass*	0	Tons	n/a	n/a	n/a	n/a

If the Purchaser elects to remove any logs which do not meet the above minimum log specifications for Merchantable Timber and which have not been reserved to the Government in Section 41 of the timber sale contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sections 2 and 3 of this contract.

III. WEIGHT SCALING

- A. The Purchaser shall utilize scales that meet the standard for commercial vehicle scales defined in the National Institute of Standards and Technology Handbook 44, current edition.
- B. The Purchaser shall weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. In addition to the gross weight and tare weight of the load, the Purchaser shall record the following on each weight slip:
1. Contract Name
 2. Load removal receipt number
 3. Date and time weighed

- C. The Purchaser shall maintain load accountability from the Contract Area to point of weighing. The Purchaser shall plainly mark or otherwise identify products prior to hauling. The truck driver shall obtain a removal receipt. The Purchaser shall assign a competent individual at the landing to issue receipts for products removed from the contract area (as shown in Section 44. Exhibit A2). A duplicate copy or stub of such receipt shall be retained by the Purchaser and delivered to the BLM at the same intervals described in Section 44. Exhibit B. Part III G below. At the discretion of the Authorized Officer, the Purchaser may use mill scale reports showing the load ticket (receipt) number, what timber sale load originated from, driver, date load originated, log brand, gross weight, tare weight, net weight, and other required data in lieu of providing the Authorized Officer the duplicate copy or stub. When the products are in transit, the truck driver shall keep the original copy of the receipt in his possession and show it upon request or display it as evidence of his authority to move products. The original removal receipt shall be surrendered at point of scaling, the unloading point, or as requested by the BLM. Products shall not be placed in storage for deferred scaling unless approved in writing by the Authorized Officer. The load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by load removal receipt number and contract designation. The Purchaser shall, within 24 hours, load out such lost products and present them for weighing or make other arrangements acceptable to the BLM.
- D. The Government shall provide Log Truck Ticket (load receipts) Books to the Purchaser. The Purchaser is responsible for securing ticket books. All used and unused ticket books shall be returned to the Authorized Officer within 30 days after completion of hauling operations. Each unaccounted load ticket shall be considered as one truck load and shall be treated as specified in Section 44. Exhibit B. Part III.I below.
- E. The Purchaser shall clearly and legibly paint the last three numbers of the load removal receipt in large numbers in black colored paint on the back end of at least three logs in every load transported from the contract area.
- F. Prior to hauling logs the Purchaser shall provide to the Authorized Officer a copy of the purchase agreement between the Purchaser [and/or the Purchaser's subcontractor(s)] and mill(s), company(ies), individual(s), etc. receiving sawlogs, ton (small) wood, and other products from the contract area.
- G. Unless otherwise approved in writing by the Authorized Officer, the Purchaser shall provide the Authorized Officer bimonthly [on the 15th and the 30th (or 31st) of each month] scaling reports, indicating the merchantable volume (tons) removed from the contract area.
- H. Other Biomass - All timber or biomass which does not meet the minimum log specifications shown in Section 44. Exhibit B. Part II (above), shall be considered as other products sold under the terms and conditions of the contract. The Purchaser shall pay for same at the unit prices shown in Section 44. Exhibit B. Part I, in accordance with Section 3 of the timber sale contract. If such biomass material is of a species or size not listed above or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accordance with the standard Bureau of Land Management methods.
- I. Scaling Lost Products - The volume of lost products shall be determined by the best method currently available, using data from the records for the period in which the loss occurred or the

most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating type of product removed (sawlog or biomass), each missing load ticket shall be assumed to be the same as for the average net weight scale (truck gross weight less empty truck weight) for the highest priced product during the report period.

IV. Volume and Value Estimates

- A. When payments are made under Section 3 of the timber sale contract, the following estimates of volumes of timber sold are made solely as an administrative aid for determining: (1) when payments are due; and (2) value of timber subject to any special bonding provisions.
- B. Cutting areas are shown on Section 44. Exhibit A2.
- C. When payments are made under Section 3 of the timber sale contract, the Authorized Officer shall determine amounts due on the basis of the Government's records of volume skidded or yarded monthly to loading points or removed monthly from the contract area.

Estimated Values	Timber	Buy-out Options	Totals
Approximate Acres	434	n/a	434
Total Volume (Net Tons)	31,436	n/a	31,436
Net Total Volume (MBF)	5704	n/a	5704
Volume (Net Tons/Acre)	72.4	n/a	72.4
Total Value	-	n/a	-
Total Value/Acre	-	n/a	-
Total \$/Ton	-	n/a	-
Total \$/MBF	-	n/a	-

EXHIBIT C – Unit Harvest Tree Selection

BLM Unit 6 – Designation by Description

- Tree species for cutting are merchantable live Douglas-fir
- A few trees designated for removal are marked with a blue line around the tree at DBH and a blue basal mark
- Merchantable Timber: minimum 10-foot log length; minimum diameter inside bark (dib) at the small end of 6 inches; minimum 1/3 merchantability.
- No cutting of bearing/survey trees.

Group cut

- One group opening ~ 1.2 acres in size will be created by removal of all merchantable timber. Location of the group opening is shown on the unit map.

Matrix Cutting in the stand

- Retain an **average basal area of 100 - 140 sq. ft. per acre** (see attachment for desirable spacing).
- Some trees designated for harvest have been marked with a blue line around the tree at dbh and a blue basal mark.
- Retain trees ≥ 28 inches dbh that are not marked with a blue line for removal.
- Prioritize removal of trees with a Dwarf Mistletoe Rating (DMR) ≥ 2 or topkill.
- Retain trees of all size-classes present, but priority should be given to retention of Douglas-fir with the largest, healthiest crowns and those with minor mistletoe infections lower in the crown.
- Prioritize removal of trees in the Intermediate or Overtopped crown position that are below the crowns of retained healthy larger trees.

Snag Trees

- Retain snags except those that pose a safety risk to harvest, log processing, or hauling operations.

Boundary

- Virtual Cutting Unit Boundary (Not Marked) A detailed map showing the virtual boundary will be provided to the purchaser.

BLM Unit 7 – Designation by Description

- Tree species for cutting are merchantable live Douglas-fir.
- Merchantable Timber: minimum 10-foot log length; minimum diameter inside bark (dib) at the small end of 6 inches; minimum 1/3 merchantability.
- No cutting of bearing/survey trees or boundary trees.

Group cuts:

- Two designated group openings ~ 2.1 and 3.8 acres in size will be created by removal of all merchantable timber. Locations of group openings are shown on the unit map.
- Additional group openings up to 1.0 acre in size may be established in isolated areas where healthy trees are absent (DMR rating ≤ 2) to meet the basal area objectives described below.

Matrix Cutting in the Stand

- Retain an **average basal area of 40 - 120 sq. ft. per acre** (see attachment for desirable spacing).
- Prioritize removal of trees with a Dwarf Mistletoe Rating (DMR) ≥ 3 , dieback, or topkill.
- In healthier portions of the unit, retain a higher basal area (**generally > 80**) and prioritize retaining trees with little to no signs of mistletoe infection.
- Retain trees of all size-classes present, but priority should be given to retention of Douglas-fir with the largest, healthiest crowns and those with minor mistletoe infections lower in the crown.
- Retain healthy individual trees and clusters of trees situated within open landscapes.
- Aggressively remove trees within 30 ft of aspen groves where damage to aspen can be minimized.

Snag Trees

- Retain snags except those that pose a safety risk to harvest, log processing, or hauling operations.

Boundary

- Virtual Cutting Unit Boundary (Not Marked) except near the NE corner along the private property ownership boundary. A detailed map showing marked and virtual boundaries will be provided to the purchaser.
- Near the property boundary trees are marked with two or three horizontal bands half-way around the tree facing the Unit and below stump height with orange paint.

BLM Unit 10 – Leave Tree Marked

- Tree species for cutting are merchantable live Douglas-fir and Lodgepole Pine.
- Trees designated for retention are marked with an orange line around the tree at DBH and an orange basal mark.
- Merchantable Timber: minimum 10-foot log length; minimum diameter inside bark (dib) at the small end of 6 inches; minimum 1/3 merchantability.
- No cutting of bearing/survey trees or boundary trees.

Group cuts

- Eight group openings from 0.6 to 8.5 acres in size will be created by removal of all merchantable timber except for an occasional marked leave tree. Locations of group openings are shown on the unit map.

Snag Trees

- Retain snags except those that pose a safety risk to harvest, log processing, or hauling operations.

Boundary

- Virtual Cutting Unit Boundary (Not Marked) except along the private property ownership boundaries and some less definitive unit boundaries. A detailed map showing marked and virtual boundaries will be provided to the purchaser.
- Near the property boundary and less definitive unit boundaries trees are marked with two or three horizontal bands half-way around the tree facing the Unit and below stump height with orange paint.

ATTACHMENT 1 – Dwarf Mistletoe Rating

Attachment 1

The 6-class dwarf mistletoe rating system (DMR) (Hawksworth 1977)

Instructions

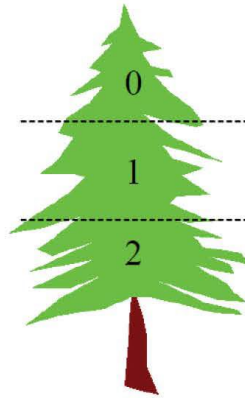
STEP 1. Divide live crown into thirds.

STEP 2. Rate each third separately.
Each third should be given a rating of 0, 1 or 2 as described below.

- (0) No visible infections.
- (1) Light infection (1/2 or less of total number of branches in the third infected).
- (2) Heavy infection (more than 1/2 of total number of branches in the third infected).

STEP 3. Finally, add ratings of thirds to obtain rating for total tree.

Example



If this third has no visible infections, it's rating is (0)

If this third is lightly infected, it's rating is (1)

If this third is heavily infected, it's rating is (2)

The tree in this example will receive
A rating of $0+1+2=3$.

ATTACHMENT 2 – SPACING GUIDE

Attachment 2

Spacing Guide		Basal Area							
		20	40	60	80	100	120	140	160
DBH									
2	Trees/Acre	917	1834	2750	3667	4584	5501	6417	7334
	Spacing	7	5	4	3	3	3	3	2
4	Trees/Acre	229	458	688	917	1146	1375	1604	1834
	Spacing	14	10	8	7	6	6	5	5
6	Trees/Acre	102	204	306	407	509	611	713	815
	Spacing	21	15	12	10	9	8	8	7
8	Trees/Acre	57	115	172	229	286	344	401	458
	Spacing	28	19	16	14	12	11	10	10
10	Trees/Acre	37	73	110	147	183	220	257	293
	Spacing	34	24	20	17	15	14	13	12
12	Trees/Acre	25	51	76	102	127	153	178	204
	Spacing	41	29	24	21	18	17	16	15
14	Trees/Acre	19	37	56	75	94	112	131	150
	Spacing	48	34	28	24	22	20	18	17
16	Trees/Acre	14	29	43	57	72	86	100	115
	Spacing	55	39	32	28	25	23	21	19
18	Trees/Acre	11	23	34	45	57	68	79	91
	Spacing	62	44	36	31	28	25	23	22
20	Trees/Acre	9	18	28	37	46	55	64	73
	Spacing	69	49	40	34	31	28	26	24
22	Trees/Acre	8	15	23	30	38	45	53	61
	Spacing	76	54	44	38	34	31	29	27
24	Trees/Acre	6	13	19	25	32	38	45	51
	Spacing	83	58	48	41	37	34	31	29
26	Trees/Acre	5	11	16	22	27	33	38	43
	Spacing	90	63	52	45	40	37	34	32
28	Trees/Acre	5	9	14	19	23	28	33	37
	Spacing	97	68	56	48	43	39	36	34
30	Trees/Acre	4	8	12	16	20	24	29	33
	Spacing	103	73	60	52	46	42	39	37
32	Trees/Acre	4	7	11	14	18	21	25	29
	Spacing	110	78	64	55	49	45	42	39
			= Desirable						
			= Acceptable						