

INTRODUCTION

Plaintiffs (collectively, “IRU”) ask this Court to direct the Defendants (collectively, “USFS”) to impose a permitting requirement on Defendant-Intervenors (collectively, “IDL”) with respect to the use of an easement on a route designated as Road 652 that links Road 470 to a parcel of land conveyed to the State under Section 4 of Idaho Admission Bill for the support of common schools. Ch. 656, 26 Stat. 215 (1890). Approximately 700 feet long, USFS acquired the easement in 1937 from a predecessor-in-interest to the Plaintiff Wrights “for the construction, repair, maintenance, and operation of a common, main, or State public highway and as a connecting link to the then-anticipated Goddard Point Road #289 Project.” Dkt. 3-5 at 2. The easement is now part of Road 652 that crosses through the state parcel, enters privately held property, and then USFS managed land. No question exists either that ordinary passenger vehicles can use the easement or that IDL (together with the general public) has the right to traverse it.

The easement is, in other words, a “public road” as defined in § 7730.5 of the Forest Service Manual. Because IRU’s legal theory rests largely, if not entirely, on the opposite conclusion, it fails to establish a likelihood of success on the merits. The facts further reflect the need to carry out the fire salvage project this year not only to realize the greatest value from the harvested timber for congressionally-specified purposes but also to minimize tree-destroying insect infestations, soil erosion and landslide potential, and to begin the timber regeneration process through the seeding of harvested areas. The remaining factors relevant to issuance of temporary restraining or preliminary injunctive relief—irreparable harm, balancing of equities and the public interest—therefore cut against such relief. Finally, if injunctive relief is granted, a security bond in a substantial amount should be required from IRU.

FACTUAL BACKGROUND

I. JOHNSON BAR FIRE AND ACCESS TO STATE PARCEL

This controversy has its roots in the Johnson Bar wildfire that occurred in August 2014. That fire burned timber in almost 8,500 acres of mostly federally-owned land. However, it also burned portions of state endowment land, including the parcel to which the easement provides access. IDL concluded immediately after the fire that a timber salvage project was necessary not only to harvest quite valuable timber that otherwise would fall prey to insect infestations—thereby generate income for the support of endowment land beneficiaries—but also to prevent the spread of those infestations to non-burned areas, to diminish forest fire fuel, and to reduce the possibility of land slide and soil deterioration through tree reseedling. Decl. of David Groeschl (“Groeschl Decl.”) (Dkt. 3-3) at ¶¶ 5, 6; *see also* Decl. of William Higgins (“Higgins Decl.”) at ¶¶ 4-6.

Access to the state parcel is obtained via the Selway River Road, Road 470 and Road 652 easement. Groeschl Decl., Ex. A (Dkt. 3-4). Road 470 and the easement portion of Road 652 have a gravel surface suitable for use by ordinary four-wheel passenger vehicles. Declaration of Nickalos Carter (“Carter Decl.”) at ¶ 9 & Exs. E, F, G. To the extent Road 652 crosses the state endowment parcel, it is state-owned and –maintained; *i.e.*, USFS has no easement. Groeschl Decl. (Dkt. 3-3) at ¶ 3. An IDL representative notified USFS personnel in September 2014 that the Department planned to salvage timber on the endowment parcel remaining after the Johnson Bar fire and began an exchange over the nature of any permit required for use of Road 470 and Road 652 easement. Decl. of Kevin Lewis (“Lewis Decl.”), Ex. 2 (Dkt. 8-2) at 1. IDL subsequently submitted a permit application with respect to use of two roads for purposes of the salvage project. *Id.*, Ex. 5 (Dkt. 8-5) at 3-5. Internal communications continued over the next

two and half months before District Ranger Hudson notified Zoanne Anderson, IDL's Area Manager for the Maggie Creek Supervisory Area, on November 20, 2014 that no permit was required for the proposed use of Roads 470 and 652 because USFS managed portions of the roads necessary "for IDL to haul commercial timber from IDL lands" are "public roads" and that "Forest Service Policy in FSM 7700 does not require a road use permit" under the circumstances. *Id.*, Ex. 10 (Dkt. 8-15).¹

II. SELWAY SALVAGE PROJECT

Idaho Board of State Land Commissioners ("State Board") approved the Selway salvage project and sale in February 2015. Groeschl Decl. (Dkt. 3-3) at ¶ 8. IDL, as required by Idaho Code § 58-406, conducted the sale by public auction on June 19, 2015. Higgins Decl. ¶ 2. Idaho Forest Group ("IFG") submitted the highest bid, \$2,521,740. *Id.* The Selway salvage project has three components or phases. The first two overlap somewhat temporarily and are scheduled be performed this summer and fall. The third will be performed in 2016.

¹ The email reads in its entirety:

After reviewing your road use permit application for Forest Roads 652 and 470, I have determined that it is not necessary to issue Idaho Department of Lands (IDL) a road use permit for these roads in order for IDL to haul commercial timber from IDL lands. Forest Service managed portions of these roads are recognized as "public roads"; available, except during scheduled periods, extreme weather, or emergency conditions; passable by four-wheel standard passenger cars; and open to the general public for use without restrictive gates, prohibitive signs, or regulation other than restrictions based on size, weight, or class of registration. Forest Roads 652 and 470 meet the definition of a public road. There are no traffic use restrictions or orders associated with these roads, nor does IDL propose any use on these roads outside what is already authorized by regulation or law. Forest Service Policy in FSM 7700 does not require a road use permit under these conditions. By this e-mail I am simply acknowledging that IDL has such authorization for their prescribed use and is not required to obtain a road use permit. [¶] As we have previously discussed, The [*sic*] Forest and IDL will need to agree upon a level of road maintenance that IDL will perform commensurate with the use.

A. First Phase (Road Construction). The first phase involves widening .39 miles of Road 652 on the state endowment parcel from 12 to 16 feet and constructing approximately 3.43 miles of new road west and south of the road to provide access for timber harvest purposes. Carter Decl. ¶¶ 5, 6; *see also id.*, Ex. B. This phase also includes constructing or enlarging 27 culverts. *Id.* ¶ 5. It is scheduled currently to begin on July 13, 2015 and, if uninterrupted, will take six weeks. Higgins Decl. ¶¶ 3, 7.

Nickalos Carter, an IDL Resource Specialist Sr. with substantial experience in planning road systems for timber harvest projects (*id.* ¶¶ 1, 2), prepared the road development plan (*id.* ¶ 4 and Ex. B at 24). The specifications require the road work to be performed in accordance with the development plan (*id.*, Ex. B at ¶ 30.g(1)) and further specify requirements related to matters slide slop ratios and full bench construction (*id.* at ¶ 30.g(5)(k)), culvert material and size (*id.* at ¶ 30.g(6)), and surfacing (*id.* at ¶ 30.g(10)).² IFG has contracted with Debco Construction (“Debco”) to perform the road construction. Higgins Decl. ¶ 7. Debco has over two decades of experience in road rehabilitation, surfacing and reconstruction and will be paid approximately \$550,000 for its services. *Id.* The roads will be native surface except for culvert crossings that will be surfaced with rock for 50 feet on both sides of each crossing. *Id.*

B. Second Phase (Timber Harvest). The second phase is the actual timber harvest itself. The sale contract provides for harvesting 6.890 million board feet (“MMBF”) of timber, half grand fir and half cedar. Higgins Decl. ¶ 9 and Ex. A. IFG anticipates commencing the second phase on August 13, 2015. *Id.* at ¶ 11. It further anticipates a harvesting one MMBF during the first month and two MMBF per month thereafter, with a likely completion date in

² Full bench construction assists in maintaining road integrity and involves cutting into the slope in an amount equal to desired road width and any attendant ditch. Carter Decl. at ¶ 4.

December 2015 taking into consideration potential weather-related delays. *Id.* IFG has contracted with Pineda Brothers Logging (“Pineda”) to carry out the timber harvest. Higgins Decl. ¶ 11. Pineda has expertise in skyline logging through which the tree trunks are lifted off the ground by a suspended cable, thereby minimizing soil disturbance. *Id.* IFG expects that most of the salvage harvesting will utilize that technique. *Id.*

C. Third Phase (Clean-Up). IFG has responsibility to return to the project area in 2016 to complete grass-seeding and to complete any remaining erosion control work. Higgins Decl. ¶ 12.

III. PREJUDICIAL EFFECTS OF INJUNCTION

The impact of a temporary restraining order or preliminary injunction will be substantial. State Forester Groeschl explained in his declaration, the salvage area is composed of fire intolerant grand firs that are susceptible to Ambrosia beetle infestations now and Fir Engraver beetle infestations in the future. Groeschl Decl. (Dkt. 3-3) at ¶ 6. Red cedars in the project area have damaged bases that will cause them to fall and create wildfire fuel in the future. *Id.* Other species—western white pine and Douglas fir—will likely *die* because of weakened root systems, basal burning, and damaged surrounding soils. *Id.* Reseeding, moreover, cannot begin before the harvest takes place. New trees, together with slash from the harvest, are essential to reducing soil erosion and slide potential. *Id.*

William Higgins, the Resource Manager for IFG’s Grangeville mill and Lewiston sawmill, also addresses the prejudicial impact of injunctive relief. He states that “[i]t is imperative that work begin as soon as possible to avoid irreparable loss of wood from deterioration of the dead trees and of lost value from reduction in the quality and grade of the timber.” Higgins Decl. ¶ 4. Higgins uses an example of this harm the 2012 Sheep Fire that

consumed 48,000 acres of forest land where a prompt salvage harvest by IDL resulted in “most of the wood [being] sound and usable for forest products.” *Id.* USFS and the Bureau of Land Management, in contrast, waited a year and suffered a 40% reduction in volume due to sap rot. *Id.* ¶ 5. Higgins states that sap rot, a fungal disease affecting dead trees, is a similar risk to the Grand firs in the Selway salvage area and estimates that a 40% loss in the 3.5 MMBF of that species would equal \$560,000. *Id.* ¶ 9. He estimates another possible \$300,000 loss in the value of cedar with a year’s delay because of insect damage. *Id.* ¶ 10.

Higgins points to other negative impacts from even a short delay aside from the effects of insect infestations. Debco has other project commitments and cannot simply permit its equipment to stand idle. Higgins Decl. ¶ 8. Because First Phase road work must be largely completed before Second Phase harvesting can start, the project-feasibility consequences of losing Debco are stark. As Higgins puts it, “[i]f we cannot start the road work in the next couple of weeks we risk losing Debco to other jobs”—thereby “delay[ing] the sale an entire year and the timber deterioration will be too great to justify the road construction cost and harvest of the sale with significantly diminished value.” *Id.*

FED. R. CIV. P. 65(b) STANDARDS

The Supreme Court has made clear that temporary restraining orders, when issued without a hearing, “should be restricted to serving their underlying purpose of preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing, and no longer.” *Granny Goose Foods, Inc. v. Teamsters Local 70*, 415 U.S. 423, 439 (1974). Where a hearing on the motion occurs, the standards applied are those applicable under Fed. R. Civ. P. 65(a) with recognition that Rule 65(b) restricts the restraining order’s duration. *See Stuhlberg Int’l Sales Co. v. John D. Brush and Co.*, 240 F.3d 832, 839 n.7 (9th Cir. 2001) (“[b]ecause our

analysis is substantially identical for the injunction and the TRO, we do not address the TRO separately”); *accord Maughan v. Vilsack*, No. 4:14-CV-0007-EJL, 2014 WL 201702, at *2 (D. Idaho Jan. 17, 2014).

The ordinary standards governing issuance of preliminary injunctive relief are settled in this Circuit. “A party seeking a preliminary injunction has the burden to demonstrate that (1) it is likely to succeed on the merits of the claim, (2) it will suffer irreparable harm absent injunctive relief, and (3) the balance of the equities and the public interest favor granting the injunction.” *United States v. Arizona*, 641 F.3d 339, 344 n.1 (9th Cir. 2011) (citing *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008)), *aff’d in part and rev’d in part*, 132 S. Ct. 2492 (2012). The Court of Appeals continues to recognize a portion of its pre-*Winter* “sliding scale test” and deems preliminary injunctive relief appropriate when “‘serious questions going to the merits’ and a balance of hardships that tips sharply towards the plaintiff” exist, “so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest.” *Alliance for Wild Rockies v. Cottrell*, 632 F.3d 1127, 1135 (9th Cir. 2011).

ARGUMENT

I. IRU IS NOT LIKELY TO PREVAIL ON THE MERITS

A. IRU Challenges The Failure To Act, Not The Issuance Or Non-Issuance Of A Special-Use Permit

IRU characterizes District Ranger Hudson’s November 20, 2014 email to Area Supervisor Anderson as agency action subject to review under the “arbitrary, capricious, abuse of discretion or otherwise not in accordance with law” standard in 5 U.S.C. § 706(2)(a). Dkt. 7-1 at 10; *see also id.* at 11 n.3 (November 20 “determination is final agency action . . . as it consummated an agency’s decision-making process and determined rights and obligations”). As

a technical matter, the District Ranger neither issued nor declined a request to issue a special permit. He concluded that none was required. IRU more properly should have characterized its claim as seeking to compel the agency action unlawfully withheld; *i.e.*, as seeking to compel the District Ranger to exercise his enforcement discretion. *See Norton v. S. Utah Wilderness Alliance*, 542 U.S. 55, 61-62 (2004). This is an important distinction as to IRU's contention that the Wild and Scenic Rivers Act ("WSRA"), 16 U.S.C. §§ 1271 to 1287, creates an independent basis for relief because, as this Court held in *Idaho Rivers United v. USFS*, 857 F. Supp. 2d 1020 (D. Idaho 2012), "[t]he broad policy goals of § 1283(a) and § 1281(a) 'leave[] the [Forest Service] with a great deal of discretion in deciding how to achieve [them].'" *Id.* at 1028. Any independent WSRA claim necessarily founders on the shoals of agency enforcement discretion, particularly under the facts here where the allegedly offending activity occurs on state endowment land not subject to a federal easement for WSRA purposes.

This distinction, however, does not affect resolution of the question whether USFS reasonably concluded that the easement is a "public road" as defined in Section 7730.5 of the Forest Service Manual or that, given such status, it was subject to a special use permit requirement under agency rules. IRU concedes that if USFS's application of that definition is reasonable, its claim under the Administrative Procedure Act must fail. *See id.* at 13 ("[b]ecause Forest Road 652 does not meet the Forest Service's definition of a public road, and because the Forest Service has not completed the necessary public process to designate Forest Road as open for general use, Plaintiffs are likely to prevail on their claim that a special use authorization is required under 36 C.F.R. § 251.50(d)"); *id.* at 15 ("a special-use or road-use authorization is required [under 36 C.F.R. § 251.110(d)] because . . . Forest Road 652 is neither a public road nor authorized for general public use"). That the easement's "public road" status is the only issue is

doubly clear because IRU does not dispute the “public road” status of Road 470 and therefore does not contend that its use requires a special permit under § 251.50(d) or § 251.110(d). The parties, in short, are debating whether the discrete, 700-foot component of Road 652 that will be used to access the state endowment parcel is open to general use as a “public road.”

B. Forest Road 652 Is A Public Road As Defined In The Forest Service Manual

As demonstrated by the facts above, the entire premise of the complaint—Road 652 easement is not a public road—fails. The Forest Service Manual defines a “public road” as (1) available, except during scheduled periods, extreme weather, or emergency situations; (2) passable by four-wheeled standard passenger cars; and (3) open to the general public for use without restrictive gates, prohibitive signs or regulation other than restrictions based on size, weight, or class of registration. Forest Serv. Manual § 7730.5. Only the easement portion of Road 652 is at issue in this case because that is the sole portion that IDL and IFG seek to use. Once the road enters the state parcel, it is owned and controlled by the State, and, as noted above, IRU does not challenge use of Road 470.

The easement portion of the road is available, easily and verifiably passable by a standard passenger vehicle, and is open to the public. Carter Decl. ¶ 10 and Exs. E-G. IRU is silent on this point and instead looks elsewhere—*i.e.*, the state-owned portion of the road and the locked gate at the entry to the Neil Trust property from the state endowment land—for its non-public use theory. *See* Decl. of Kevin L. Lewis, Ex. 12 (Dkt. 8-10). The gate present on the easement portion of Forest Road 652 neither can nor does restrict access to any part of the easement portion of Forest Road 652 or, for that matter, to the road south of the easement. Reliance of their sign that a dead-end with no turn-around area lies ahead adds nothing to IRU’s position. It does precisely the opposite: The sign effectively advises travelers that they can proceed further

but should do so with recognition that turning around may prove problematic.

IRU's contention that the road is "largely unimproved" and impassable beyond the easement thus begs the question. IDL need not ask USFS's permission to use what legally is its own road. *Cf.* 16 U.S.C. § 3170(b); 36 C.F.R. §§ 212.6(b), 212.110(d). This issue here is not the ability of ordinary passenger vehicles to travel on Road 652 as it passes through the state parcel; it is their ability to navigate the easement. On that score, no one (not even IRU) can dispute that Road 652 is a road subject to public use and otherwise with the Forest Service Manual definition. As this is the central tenet of the complaint, IRU's likelihood of succeeding on the merits in this case is slim to none.³

II. IRU WILL NOT SUFFER IRREPARABLE HARM ABSENT THE INJUNCTIVE RELIEF SOUGHT

IRU alleges that it will suffer irreparable harm if the logging activities on the endowment parcel are permitted to proceed as planned. It cites to the Wrights' loss of quiet enjoyment of their land, the potential marring of aesthetic and recreational values of the Selway wild and scenic river corridor, and the potential for soil erosion caused by the logging operation.

³ Even were there a significant factual question as to the "public road" status of the easement, deferential APA judicial review standards would defeat IRU's claim. A determination is arbitrary and capricious where there is no rational connection between the facts found and the conclusions made. *E.g., Native Ecosystems Council v. United States*, 418 F.3d 953, 961 (9th Cir. 2005). However, courts give wide deference to an agency's reasonable interpretation of its own regulation. *Pub. Lands for the People, Inc. v. USDA*, 697 F.3d 1192, 1199 (9th Cir. 2012). In *Public Lands*, USFS was sued after a 2008 decision restricted motor vehicle access to certain roads. *Id.* The suit challenged USFS's determination that this rendered any other roads, *i.e.*, roads where motor vehicle access was now prohibited, "non-public," because they had now fallen out of the definition of "public road" provided by the Forest Service Manual. *Id.* The Ninth Circuit upheld USFS's determination because "where an agency interprets its own regulation, even if through an informal process, its interpretation of an ambiguous regulation is controlling under *Auer* unless 'plainly erroneous or inconsistent with the regulation.'" *Id.* (quoting *Bassiri v. Xerox Corp.*, 463 F.3d 927, 930 (9th Cir. 2006) (quoting *Auer v. Robbins*, 519 U.S. 452, 461 (1997))).

Certainly the Wrights' temporary loss of quiet enjoyment of their property does not rise to the level of irreparable harm, since the salvage will not continue indefinitely. And the very concerns raised by IRU regarding environmental harm provide much of the rationale for proceeding quickly with the salvage activity.

Absent the harvesting of damaged timber on the state parcel, the insect infestation that has already begun in fire-damaged trees will spread and eventually affect surrounding forest. *See* Groeschl Decl. (Dkt. 3-3) at ¶¶ 5-6; *see also* Higgins Decl. ¶¶ 4-6. The increased fire danger from unharvested fallen trees affects not just the state parcel but surrounding forest as well, including the Wrights' property and the river corridor. The reseeded and planting of new trees is necessary to prevent further soil erosion and landslides. *See* Groeschl Decl. (Dkt. 3-3) at ¶ 6. Beetle infestations, wildfire and slide activity are all causes of environmental harm that may impact the aesthetic and recreational value of the river corridor, yet IRU's requested relief would necessarily stymie IDL's efforts to prevent as much of that harm as possible through the timely salvage of the timber on the endowment parcel. Since much of the harm IRU seeks to protect against will actually be prevented by Idaho's logging operation, it has not established that the injunction is needed to avoid it.⁴

⁴ IRU criticizes the road construction specifications contained in Paragraph 30 of the Timber Sale Contract and the attached development log. Decl. of Daryl K. Mullinix (Dkt. 7-6) at ¶¶ 37-41. However, as the Carter declaration reflects, substantial care was used in creating the development log and in establishing construction requirements to maintain adequate slope integrity. Carter Decl. at ¶ 4. Mullinix's conclusory assertions to the contrary are insufficient to negate the presumption that Carter's road development plan satisfied state law requirements, including those imposed under the Idaho Forest Practices Act, Idaho Code §§ 38-1301 to -1314, and implementing regulations, IDAPA 20.02.01 (Carter Decl. ¶ 2 and Ex. A). *See, e.g., Red Top Mercury Mines, Inc. v. United States*, 887 F.2d 198, 202-03 (9th Cir. 1989); *cf. Roper v. Elkhorn at Sun Valley*, 100 Idaho 790, 793, 605 P.2d 968, 971 (1980).

III. THE BALANCE OF EQUITIES TILTS HEAVILY IN FAVOR OF THE DEFENDANTS

“The second factor bearing on the court’s exercise of its discretion as to whether to grant preliminary relief involves an evaluation of the severity of the impact on defendant should the temporary injunction be granted and the hardship that would occur to plaintiff if the injunction should be denied.” 11A Charles Alan Wright *et al.*, *Federal Practice and Procedure* § 2948.2 (3d ed. Apr. 2015 Westlaw Database Update) (“11A Wright”). Balancing the equities here requires comparing the allegedly irreparable environmental harm claimed by IRU with the harm to Idaho’s interests in safeguarding the value and long-term sustainability of its endowment trust res, as well as its interest in preventing greater harm to the surrounding forest. IRU speculates as to the potential for long-term environmental harm if this project proceeds as planned, but, as discussed above, much of the rationale for proceeding quickly with the salvage activity is aimed precisely at avoiding that harm.

Additionally, the potential loss of value of Idaho’s endowment res with even a few weeks delay is substantial, and potentially catastrophic. First, the timber lessens in value very quickly as trees die off from weakened root systems and damage from Ambrosia beetles and sap rot. Higgins Decl. ¶¶ 9, 10; *see also* Groeschl Decl. (Dkt. 3-3) at ¶ 6. The potential loss in timber value alone from a year’s delay in commencing the harvest could approach \$850,000 to \$900,000. Higgins Decl. ¶¶ 9, 10. But that possible loss does not tell the entire story. As the Higgins declaration explains, Debco’s ability to complete the roadwork and site preparation necessary to move to the second phase of the operation is jeopardized by any delay because it has other projects contracted for later in the summer that will require the company’s resources. *Id.* ¶ 8. Preventing Debco from completing the first stage work within the next few weeks thus

could compromise Idaho's ability to proceed with the salvage until next year, at which time the combination of decreased timber value and project infrastructure costs may rob the venture of any economic value to IFG. *Id.* In all, the harm to Idaho of enjoining the project at this stage heavily outweighs the potential harm hypothesized by IRU if the work proceeds as planned.

IV. AN INJUNCTION IS CONTRARY TO THE PUBLIC INTEREST

In order to be granted a preliminary injunction, IRU must demonstrate that it is in the public interest. Plaintiffs argue that the balance of hardships and public interest weigh in favor of the requested injunction. The opposite is true. The arguments offered by IRU are, simply put, that the public has an interest in USFS following its own regulations, that the Wrights will suffer hardship from the logging activity on the road, and that there will be long-term environmental damage caused by the logging activity. IDL, of course, does not disagree that the public has an interest in federal agencies' complying with their policies and regulations, just as it has done here. In light of that, the injunction sought does little more than seek to elevate the Wrights' personal interests over those of the public at large.

Their claimed hardship, in the form of increased activity on the road and the speculative long-term environmental damage resulting from logging Idaho's land, is outweighed by the public interest in proceeding with the Selway Fire sale. Idaho holds the land to be logged in trust for the benefit of the Public School Endowment Fund. Groeschl Decl. (Dkt. 3-3) at ¶¶ 2-3. The Land Board's duty is to "secure the maximum long-term financial return" of that resource for the benefit of Idaho's school children. Idaho const. art. IX, § 8. Enjoining the sale will impact both the profit gained from the sale of the timber itself, and the future health, sustainability, and value of the parcel itself, as a result of increased fire danger, soil erosion, and insect infestation. Higgins Decl. ¶¶ 4-10.

Finally, preventing the logging activities associated with the Selway Fire sale, even in the short term, endangers Idaho's parcel and the surrounding forest. "Even though fire and insect risks are to a degree speculative, mitigating such risks is a valid public interest. We have given this claim great weight when the risk is imminent or the danger has begun." *League of Wilderness Defenders/Blue Mountains Biodiversity Project v. Connaughton*, 752 F.3d 755, 778 (9th Cir. 2014); *see also Alpine Lakes Protection Soc'y v. Schlappfer*, 518 F.2d 1089, 1090 (9th Cir. 1975) (where insects had already begun to infest forest to be logged, "the public interest will not be served by an injunction, because access is necessary to remove the diseased timber and to prevent the insect infestation from spreading through the adjacent national forest lands"). If the sale does not proceed in a timely fashion, the insect infestation that has already begun to affect the endowment parcel will spread inevitably to the surrounding forest, including trees along the river, and conceivably onto the Wrights' own property. Absent the logging operations, there is also an increased risk of forest fire, which would endanger both Idaho's parcel and the surrounding forest. Preventing that danger is in the public interest.

V. A SUBSTANTIAL BOND SHOULD BE SET IF AN INJUNCTION IS GRANTED

Fed. R. Civ. P. 65(c) provides:

Security. The court may issue a preliminary injunction or a temporary restraining order only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained. The United States, its officers, and its agencies are not required to give security.

Rule 65(c)'s purpose is, as its text reflects, to safeguard defendants from the damages incurred "when it turns out the party enjoined had the right all along to do what it was enjoined from doing." *Nintendo of Am., Inc. v. Lewis Galoob Toys, Inc.*, 16 F.3d 1032, 1036 (9th Cir. 1994). This Court has discretion in the amount set, and even whether a bond should be required (*see*,

e.g., *Diaz v. Brewer*, 656 F.3d 1008, 1015 (9th Cir. 2011)), but “the judge usually will fix security in an amount that covers the potential incidental and consequential costs as well as either the losses the unjustly enjoined or restrained party will suffer during the period the party is prohibited from engaging in certain activities or the complainant’s unjust enrichment caused by his adversary being improperly enjoined or restrained” (11A Wright § 2954).

Here, no question exists that this is high stakes case. One need only read the Higgins declaration. Higgins estimates that the loss in time value from a several-month delay for Grand fir will be approximately \$550,000 and for cedar approximately \$300,000. Higgins Decl. ¶¶ 9, 10. That loss in harvest income, in turn, threatens the financial feasibility of the entire project. *Id.* ¶ 8. It is, moreover, not just IFG’s problem. The Timber Sale Contract authorizes the IDL director to terminate the contract upon the purchaser’s request if performance “is enjoined or otherwise prevented by judicial order either preliminarily or permanently, with no penalty to the Purchaser.” Carter Decl. Ex. B at ¶ 19; *see also id.* at ¶ 27 (Force Majeure provision). Under these circumstances, any injunctive relief should be accompanied by a very substantial bond requirement that minimizes the harm that will occur if, as IRU requests, injunctive relief is entered either directly or indirectly enjoining the salvage project. IDL believes such amount should be \$850,000.

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CONCLUSION

For the foregoing reasons, Idaho respectfully requests that the Court deny the Plaintiffs' motion for preliminary injunction or temporary restraining order.

DATED: July 1, 2015.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

By: /s/ Clay R. Smith
CLAY R. SMITH
Deputy Attorney General

By: /s/ Shasta Kilminster-Hadley
SHASTA KILMINSTER-HADLEY
Deputy Attorney General

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 1, 2015, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent a Notice of Electronic Filing to the following persons:

Laurence ("Laird") J. Lucas
llucas@advocateswest.org

Deborah A Ferguson
daf@fergusondurham.com

Christine England
christine.england@usdoj.gov

/s/ Clay R. Smith

CLAY R. SMITH

and 2015 as a Resource Specialist Sr.—Timber for the Woodrat Mountain component of the Maggie Creek Supervisory Area. In that position, I was responsible for, among other matters, timber sales within that component, including ensuring compliance with the Idaho Forest Practices Act and regulations issued under that statute by the State Board of Land Commissioners. I prepared contract documents for timber harvest sales, road construction or reconstruction plans for the harvest projects, and reforestation of the harvested lands. Prior to 2002, I was employed as graduate assistant (2001) and as timber seasonal employee (1992-2000). I have Bachelor of Science degrees (2001) from the University of Idaho in Forest Resource Production and Forest Products—Timber Harvest.

2. Exhibit A contains the Rules Pertaining to the Idaho Forest Protection Act, IDAPA 20.02.01 to 20.02.071. I adhered to these rules when carrying out my functions as a Resource Specialist—Timber. Many of the rules were in place when I assumed my duties as a Resource Specialist in 2002, including those related to timber harvests and road construction or reconstruction, and I therefore have substantial experience in implementing their requirements. I estimate that over the period that I held the Resource Specialist position, I prepared or assisted in preparing more than 25 timber sale contracts, approximately 80 percent of which required identifying new roads or modifying existing roads to facilitate timber harvest. Because Woodrat Mountain component contains timbered state parcels with steep inclines, many of those projects required consultation with other IDL specialists to design routes that achieved not only the objective of providing access to harvestable timber but also doing so in a manner that maintained slope integrity. A substantial percentage of the projects also required installing new or enlarged existing culverts to accommodate increase run-off and, where warranted, fish passage.

3. One of the projects that I handled prior to assuming my current position is the salvage timber sale resulting from the August 2014 Johnson Bar fire. One aspect of the sale is the need to modify Road 652 as it passes through the state endowment parcel and to construct a new road system on the parcel itself to allow for efficient, safe and environmentally benign timber harvest.

4. The process used in configuring the new road system follows.

a. I had identified road locations on the affected parcel in the mid-2000s because of a possible timber sale and to assess land values based upon different harvest regimes. I saved the data associated with that study and used it in developing a road system for the salvage sale. I eventually modified my previous road plan due to inability to obtain access across adjacent land owners and to avoid constructing or reconstructing roads directly adjacent to sensitive fish habitat in Elk City Creek and Swiftwater Creek by keeping all new construction on IDL owned property. That modification required adding switchbacks to gain the necessary elevation required to reach the upper portions of the sale area. It also required identifying areas of the road system where full bench construction was necessary to address slope stability considerations and adding oversized culverts for stream crossings and road drainage.

b. I followed IDL's standard procedures of creating a development log by measuring road distances and noting work items such as culverts, switchbacks, full bench construction and other construction details. I made additional slope measurements to determine the side slope percentages and what areas would need full bench construction. "Full bench construction" typically involves excavation of the roadbed using a hydraulic excavator. A bench is cut into the rock or soil equal to the width of the road plus the width of any ditch that may be required. Material is not intentionally pushed off to the downhill side ("sidecasting"), but some

may drift inadvertently due to mechanical operations of the road work. Excavated waste instead is used to fill low areas or stream crossings along the road alignment and to construct road fills, such as in saddles, and fills over culverts. Excavated waste also is used to balance cuts and fill design, which is the use of the waste material to build a portion of the road. Excess material, if necessary, can be hauled off-site to a stable storage location.

5. The development log that I created for the project is Exhibit C to the State of Idaho Timber Sale Contract TS424099, Selway Fire (“Timber Sale Contract”). The Timber Sale Contract is attached to this declaration as Exhibit B. Paragraph 30 of the Timber Sale Contract contains the Special Terms for the salvage project and is identical to the Proposed Special Terms of Sale distributed to potential auction participants and attached as Exhibit K to the Declaration of David Groeschl filed previously in this matter. Dkt. 3-14.

6. Exhibit C is a map showing the new road on the project. It is approximately 3.43 miles in total length. The Pre-Sale Report for the project that I assisted in preparing describes the new road construction in detail. Ex. D at 4-5 (Pt. III.A.3). Included within this construction are 27 new or enlarged culverts.

7. Aside from the new road construction, Road 652 as it passes through the state endowment parcel will be increased to 16 feet in width from its present 12 feet. That reconstruction will affect .39 miles of Road 652. The State of Idaho owns the land over which Road 652 traverses the endowment lands; *i.e.*, the United States Forest Service has no easement. The Pre-Sale Report also describes this aspect of the project. Ex. D at 4 (Pt. III.A.2).

8. Approximately 57,890 cubic yards of soil will be excavated during full-bench construction. All of this soil will be placed and compacted on site to construct turnouts, raise

road running surfaces, build landings and fill over culverts. There is no “waste” site where material will just be dumped. All material will be applied in 8” lifts and compacted.

9. Approximately 1.06 miles of new road will be constructed on slopes greater than 60%. All new roads located on slopes over 60% will utilize full bench construction.

10. On June 3, 2015, I photographed Road 470 as it intersects Road 652 and the surface of Road 652 on the easement between Road 470 and the state endowment parcel. Exs. E, F and G. Exhibit E shows the intersection of Roads 470 and 652 viewed from Road 652. The bridge over the Selway River appears in the foreground. Exhibit F shows the same intersection from a different location on Road 652. Exhibit G shows the nature of Road 652’s surface on the easement between Road 470 and the state endowment parcel. The home in the background is the Rick Sutter residence that is located across the easement from the residence of Morgan and Olga Wright. Road 470 and the easement portion of Road 652 are accessible to, and navigable by, ordinary passenger vehicles with or without all-wheel or four-wheel drive.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED on July 1, 2015.

/s/
NICKALOS CARTER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 1, 2015, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent a Notice of Electronic Filing to the following persons:

Laurence (“Laird”) J. Lucas
llucas@advocateswest.org

Deborah A Ferguson
daf@fergusondurham.com

Christine England
christine.england@usdoj.gov

/s/ Clay R. Smith
CLAY R. SMITH

EXHIBIT A

RULES PERTAINING TO THE IDAHO FOREST PROTECTION ACT

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**IDAPA 20
TITLE 02
CHAPTER 01**

20.02.01 - RULES PERTAINING TO THE IDAHO FOREST PRACTICES ACT

000. LEGAL AUTHORITY.

In accordance with Section 38-1304, Idaho Code, the Idaho Board of Land Commissioners shall adopt rules establishing minimum standards for the conduct of forest practices on forest land. (7-1-96)

001. TITLE AND SCOPE.

01. Title. These rules shall be cited as IDAPA 20.02.01, "Rules Pertaining to the Idaho Forest Practices Act." (4-11-06)

02. Scope. These rules constitute the minimum standards for the conduct of forest practices on forest land and describe administrative procedures necessary to implement those standards. (4-11-06)

002. WRITTEN INTERPRETATIONS.

Pursuant to Idaho Code Section 67-5201(19)(b)(iv), the Department maintains written interpretations of its rules which may include, but may not be limited to, written procedures manuals and operations manuals, Attorney General formal and informal opinions, and other written guidance, which pertain to the interpretation of the rules of this chapter. Copies of the procedures manuals and operations manuals are available for public inspection and copying at the Idaho Department of Lands, 300 North 6th Street, Suite 103, Boise, Idaho 83702. (4-11-06)

003. ADMINISTRATIVE APPEALS.

All contested forest practice violations shall be governed by the provisions of Section 38-1307(3), Idaho Code. (7-1-96)

004. INCORPORATION BY REFERENCE.

There are no documents incorporated herein by reference. (4-11-06)

005. OFFICE -- OFFICE HOURS -- MAILING ADDRESS AND STREET ADDRESS.

The principal place of business of the Idaho Department of Lands is the Director's Office at 300 North 6th Street, Suite 103, Boise, Idaho 83720 and is open from 8 a.m. to 5 p.m. Monday through Friday, except legal holidays. The mailing address is: Idaho Department of Lands, P.O. Box 83720, Boise, Idaho 83720-0050. The telephone of the office is (208) 334-0200 and the fax number (208) 334-2339. (4-11-06)

006. PUBLIC RECORDS ACT COMPLIANCE.

All records relating to this chapter are public records except to the extent such records are by law exempt from disclosure. (4-11-06)

007. -- 009. (RESERVED)

010. DEFINITIONS.

Unless otherwise required by context as used in these rules: (10-14-75)

01. Act. The Idaho Forest Practices Act, Title 38, Chapter 13, Idaho Code. (7-1-96)

02. Acceptable Tree Species. Any of the tree species normally marketable in the region, which are suitable to meet stocking requirements. Acceptable trees must be of sufficient health and vigor to assure growth and harvest. (7-1-96)

03. Additional Hazard. The debris, slashings, and forest fuel resulting from a forest practice. (10-14-75)

04. Average DBH. Average diameter in inches of trees cut or to be cut, measured at four and one-half (4.5) feet above mean ground level on standing trees. All trees to be cut that do not have a measurable DBH will fall

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in the one inch (1") class. (7-1-96)

05. Best Management Practice (BMP). A practice or combination of practices determined by the board, in consultation with the department and the forest practices advisory committee, to be the most effective and practicable means of preventing or reducing the amount of nonpoint pollution generated by forest practices. BMPs shall include, but not be limited to, those management practices included in these rules. (9-11-90)

06. Board. The Idaho State Board of Land Commissioners or its designee. (10-14-75)

07. Buffer Strip. A protective area adjacent to an area requiring special attention or protection. (10-14-75)

08. Chemicals. Substances applied to forest lands or timber to accomplish specific purposes and includes pesticides, as defined in the Idaho Pesticide Law, Title 22, Chapter 34, Idaho Code, fertilizers, soil amendments, road dust abatement products and other materials that may present hazards to the environment. (7-1-98)

09. Constructed Skid Trail. A skid trail created by the deliberate cut and fill action of a dozer or skidder blade resulting in a road-type configuration. (7-1-96)

10. Commercial Products. Saleable forest products of sufficient value to cover cost of harvest and transportation to available markets. (4-11-06)

11. Condition of Adjoining Area. Those fuel conditions in adjoining areas that relate to spread of fire and to economic values of the adjoining area. (1-24-78)

12. Contaminate. To introduce into the atmosphere, soil, or water sufficient quantities of substances that are injurious to public health, safety, or welfare or to domestic, commercial, industrial, agricultural or recreational uses or to livestock, wildlife, fish or other aquatic life. (4-11-06)

13. Cross-Ditch. A diversion ditch and/or hump in a trail or road for the purpose of carrying surface water runoff into the vegetation, duff, ditch, or other dispersion area so that it does not gain the volume and velocity which causes soil movement and erosion. (3-13-90)

14. Cull. Nonmerchantable, alive, standing trees of greater height than twenty (20) feet. (1-24-78)

15. Department. The Idaho Department of Lands. (10-14-75)

16. Deterioration Rate. Rate of natural decomposition and compaction of fuel debris which decreases the hazard and varies by site. (1-24-78)

17. Director. The Director of the Idaho Department of Lands or his designee. (10-14-75)

18. Emergency Forest Practice. A forest practice initiated during or immediately after a fire, flood, windthrow, earthquake, or other catastrophic event to minimize damage to forest lands, timber, or public resources. (10-14-75)

19. Fertilizers. Any substance or any combination or mixture of substances used principally as a source of plant food or soil amendment. (10-14-75)

20. Fire Trail. Access routes that are located and constructed in a manner to be either useful in fire control efforts or deterring the fire spread in the hazard area. (10-14-75)

21. Forest Land. Federal, state and private land growing forest tree species which are, or could be at maturity, capable of furnishing raw material used in the manufacture of lumber or other forest products. The term includes federal, state and private land from which forest tree species have been removed but have not yet been restocked. It does not include land affirmatively converted to uses other than the growing of forest tree species. (7-1-96)

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22. Forest Practice. (10-14-75)

a. The harvesting of forest tree species including felling, bucking, yarding, decking, loading and hauling; road construction, improvement or maintenance including installation or improvement of bridges, culverts or structures which convey stream flows within the operating area; also including the clearing of forest land for conversion to non-forest use when harvest occurs; (7-1-98)

b. Road construction, reconstruction or maintenance of existing roads including installation or improvement of bridges, culverts or structures which convey streams not within the operating area associated with harvesting of forest tree species; (7-1-98)

c. Reforestation; (10-14-75)

d. Use of chemicals for the purpose of managing forest tree species or forest land; (7-1-98)

e. The management of slash resulting from harvest, management or improvement of forest tree species or the use of prescribed fire on forest land. (7-1-98)

f. "Forest Practice" shall not include preparatory work such as tree marking, surveying, and road flagging or removal or harvesting of incidental vegetation from forest lands; such as berries, ferns, greenery, mistletoe, herbs, mushrooms, or other products which cannot normally be expected to result in damage to forest soils, timber, or public resources. (10-14-75)

23. Forest Regions. Two (2) regions of forest land: one (1) being north of the Salmon River and one (1) being south of the Salmon River. (7-1-96)

24. Forest Type. Five forest types in Idaho are defined as follows: (3-20-14)

a. North Idaho grand fir/western red cedar (NIGF): moist to wet interior forests with western red cedar, western hemlock, and grand fir being primary climax species, found in forests north of the Clearwater/ and Lochsa Rivers. (3-20-14)

b. Central Idaho grand fir/western red cedar (CIGF): productive conifer forests found in forests between the Lochsa River Basin and the Salmon River, characterized by stands having western red cedar and grand fir as climax species, with a mixed-conifer overstory increasingly comprised of ponderosa pine, Douglas-fir, and larch in the river breaks canyon-lands. Stocking levels are generally lower than that of the NIGF stands. (3-20-14)

c. South Idaho grand fir (SIGF): mixed-conifer forests, dominated by ponderosa pine and Douglas-fir, found south of the Salmon River with grand fir and occasionally western red cedar being the stand climax species. (3-20-14)

d. Western hemlock-subalpine fir (WH): higher-elevation, moist, cool interior forests dominated by western hemlock, mountain hemlock, and/or subalpine fir. (3-20-14)

e. Douglas-fir-ponderosa pine (PP): drier forests dominated by ponderosa pine and Douglas-fir, generally found in lower-elevation, dry sites. (3-20-14)

25. Fuel Quantity. The diameter, the number of stems and the predominate species to be cut or already cut, and the size of the continuous thinning block all of which determine quantity of fuel per unit of area. (1-24-78)

26. Ground Based Equipment. Mobile equipment such as tractors, dozers, skidders, excavators, loaders, mechanized harvesters and forwarders used for harvesting, site preparation or hazard reduction. This does not include cable systems associated with stationary yarding equipment. (4-4-13)

27. Habitat Types. Forest land capable of producing similar plant communities at climax. (7-1-96)

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- 28. Harvesting.** A commercial activity related to the cutting or removal of forest tree species to be used as a forest product. A commercial activity does not include the cutting or removal of forest tree species by a person for his own personal use. (10-14-75)
- 29. Hazard.** Any vegetative residue resulting from a forest practice which constitutes fuel. (1-24-78)
- 30. Hazard Offset.** Improvements or a combination of practices which reduces the spread of fire and increases the ability to control fires. (10-14-75)
- 31. Hazard Points.** The number of points assigned to certain hazardous conditions on an operating area, to actions designed to modify conditions on the same area or to actions by the operator, timber owner or landowner to offset the hazardous conditions on the same area. (1-24-78)
- 32. Hazard Reduction.** The burning or physical reduction of slash by treatment in some manner which will reduce the risk from fire after treatment. (10-14-75)
- 33. Lake.** A body of perennial standing open water, natural or human-made, larger than one (1) acre in size. Lakes include the beds, banks or wetlands below the ordinary high water mark. Lakes do not include drainage or irrigation ditches, farm or stock ponds, settling or gravel ponds. Any reference in these rules to Class I streams shall also apply to lakes. (7-1-96)
- 34. Landowner.** A person, partnership, corporation, or association of whatever nature that holds an ownership interest in forest lands, including the state. (10-14-75)
- 35. Large Organic Debris (LOD).** Live or dead trees and parts or pieces of trees that are large enough or long enough or sufficiently buried in the stream bank or bed to be stable during high flows. Pieces longer than the channel width or longer than twenty (20) feet are considered stable. LOD creates diverse fish habitat and stable stream channels by reducing water velocity, trapping stream gravel and allowing scour pools and side channels to form. (3-13-90)
- 36. Merchantable Material.** That portion of forest tree species suitable for the manufacture of commercial products which can be merchandised under normal market conditions. (10-14-75)
- 37. Merchantable Stand of Timber.** A stand of trees that will yield logs or fiber: (7-1-96)
- a.** Suitable in size and quality for the production of lumber, plywood, pulp, or other forest products; (10-14-75)
 - b.** Of sufficient value at least to cover all costs of harvest and transportation to available markets. (10-14-75)
- 38. Noncommercial Forest Land.** Habitat types not capable of producing twenty (20) cubic feet per acre per year. (7-1-96)
- 39. Operator.** A person who conducts or is required to conduct a forest practice. (10-14-75)
- 40. Operating Area.** That area where a forest practice is taking place or will take place. (1-24-78)
- 41. Ordinary High Water Mark.** That mark on all water courses, which will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation, as that condition exists on the effective date of this chapter, or as it may naturally change thereafter. (10-14-75)
- 42. Outstanding Resource Water.** A high quality water, such as water of national and state parks and wildlife refuges and water of exceptional recreational or ecological significance, which has been so designated by the legislature. ORW constitutes as outstanding national or state resource that requires protection from nonpoint

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activities, including forest practices, that may lower water quality. (7-1-96)

43. Partial Cutting. The well distributed removal of a portion of the merchantable volume in a stand of timber. This includes seed tree, shelterwood, or individual tree selection harvesting techniques. (10-14-75)

44. Prescribed Fire. The controlled application of fire to wildland fuels in either their natural or modified state, under such conditions of weather, fuel moisture and soil moisture, to allow the fire to be confined to a predetermined area and at the same time to produce the intensity of heat and rate of spread required to meet planned objectives. (7-1-96)

45. Present Condition of Area. The amount or degree of hazard present before a thinning operation commences. (1-24-78)

46. Public Resource. Water, fish, and wildlife, and in addition means capital improvements of the State or its political subdivisions. (10-14-75)

47. Reforestation. The establishment of an adequately stocked stand of trees of species acceptable to the department to replace the ones removed by a harvesting or a catastrophic event on commercial forest land. (10-14-75)

48. Relative Stocking. A measure of site occupancy calculated as a ratio comparison of actual stand density to the biological maximum density for a given forest type. This ratio, expressed as a percentage, shows the extent to which trees utilize a plot of forestland. (3-20-14)

49. Relief Culvert. A structure to relieve surface runoff from roadside ditches to prevent excessive buildup in volume and velocity. (10-14-75)

50. Rules. Rules adopted by the Board pursuant to Section 38-1304, Idaho Code. (7-1-96)

51. Slash. Any vegetative residue three inches (3") and under in diameter resulting from a forest practice or the clearing of land. (7-1-96)

52. Site. An area considered as to its ecological factors with reference to capacity to produce forest vegetation; the combination of biotic, climatic, and soil conditions of an area. (10-14-75)

53. Site Factor. A combination of percent of average ground slope and predominate aspect of the forest practice area which relate to rate of fire spread. (1-24-78)

54. Site Specific Best Management Practice. A BMP that is adapted to and takes account of the specific factors influencing water quality, water quality objectives, on-site conditions, and other factors applicable to the site where a forest practice occurs, and which has been approved by the Department, or by the Board in consultation with the Department and the Forest Practices Advisory Committee. (7-1-96)

55. Size of Thinning Block. Acres of continuous fuel creating an additional hazard within a forest practice area. Distance between the perimeter of thinning blocks containing continuous fuel must be a minimum of six (6) chains apart to qualify as more than one (1) block. (1-24-78)

56. Snags. Dead, standing trees twenty (20) feet and greater in height. (1-24-78)

57. Soil Erosion. Movement of soils resulting from forest practices. (10-14-75)

58. Soil Stabilization. The minimizing of soil movement. (10-14-75)

59. State. The state of Idaho or other political subdivision thereof. (10-14-75)

60. Stream. A natural water course of perceptible extent with definite beds and banks which confines and conducts continuously or intermittently flowing water. Definite beds are defined as having a sandy or rocky

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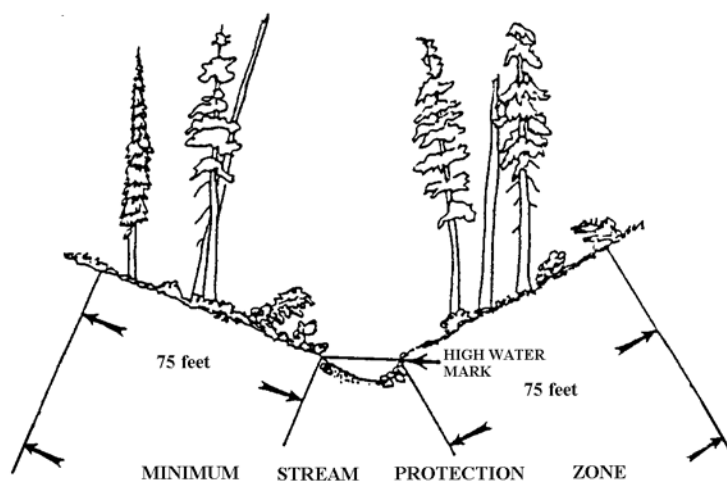
bottom which results from the scouring action of water flow. Any reference in these rules to Class I streams shall also apply to lakes. (7-1-96)

a. Class I streams are used for domestic water supply or are important for the spawning, rearing or migration of fish. Such waters shall be considered to be Class I upstream from the point of domestic diversion for a minimum of one thousand three hundred and twenty (1,320) feet. (11-7-86)

b. Class II streams are usually headwater streams or minor drainages that are used by only a few, if any, fish for spawning or rearing. Where fish use is unknown, consider streams as Class II where the total upstream watershed is less than two hundred and forty (240) acres in the north forest region and four hundred and sixty (460) acres in the south forest region. Their principle value lies in their influence on water quality or quantity downstream in Class I streams. (7-1-96)

c. Class I Stream Protection Zone means the area encompassed by a slope distance of seventy-five (75) feet on each side of the ordinary high water marks. (Figure 1.)

FIGURE 1
CLASS 1 STREAM PROTECTION ZONE

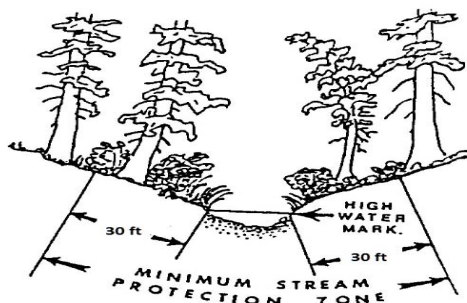


(7-1-96)

d. Class II Stream Protection Zone means the area encompassed by a minimum slope distance of thirty (30) feet on each side of the ordinary high water marks. (Figure 2.) For Class II streams that do not contribute surface flow into Class I streams, provide soil stabilization and water filtering effects by leaving undisturbed soils in widths sufficient to prevent washing of sediment. In no case shall this width be less than five (5) feet slope distance on each side of the ordinary high water marks.

FIGURE 2
CLASS II STREAM PROTECTION ZONE

CLASS II STREAM PROTECTION ZONE



(7-1-96)

61. Timber Owner. A person, partnership, corporation, or association of whatever nature, other than the landowner, that holds an ownership interest in forest tree species on forest land. (10-14-75)

62. Time of Year of Forest Practice. Those combinations of months during which time the forest practice is taking place. Points assigned are: October through December - two (2) points; August through September - four (4) points; January through April - seven (7) points; May through July - ten (10) points. (1-24-78)

011. -- 019. (RESERVED)

020. GENERAL RULES.

01. Compliance. Practices contained within a rule shall be complied with to accomplish the purpose to which the rule is related. (8-13-85)

a. If conditions of sites or activities require the application of practices which differ from those prescribed by the rules, the operator shall obtain a variance according to the following procedure: (8-13-85)

i. The operator shall submit a request for variance to the department in writing. The request shall include a description of the site and particular conditions which necessitate a variance, and a description of proposed practices which, if applied, will result in a violation of the rules. (8-13-85)

ii. Within fourteen (14) calendar days the department shall evaluate the request and notify the operator in writing of the determination to allow or disallow the variance request. (7-1-96)

iii. All practices authorized under this procedure shall provide for equivalent or better results over the long term than the rules which are superseded to insure site productivity, water quality and fish and wildlife habitat. A variance can be applied only at approved sites. (8-13-85)

b. Practices shall also be in compliance with the Stream Channel Alteration Act (Title 42, Chapter 38, Idaho Code), Idaho Water Quality Standards and Waste Water Treatment Requirements (Title 39, Chapter 1, Idaho Code), the Idaho Pesticide Law (Title 22, Chapter 34, Idaho Code), and the Hazardous Waste Management Act of 1983 (Title 39, Chapter 44, Idaho Code), and rules and regulations pursuant thereto. (8-13-85)

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c. Water may be diverted from a stream and used at any time to carry out Idaho forest practices and for forest road dust abatement, provided that: 1) The total daily volume diverted is no greater than two-tenths (0.2) acre-feet (65,170 gallons) from a single stream; and 2) The rate of diversion shall never exceed twenty-five (25) percent of the rate of flow then available in the stream at the point of diversion for these purposes. (5-8-09)

i. No person shall, under this Section 020, divert water from an irrigation canal, irrigation reservoir, or other irrigation facility while water is lawfully diverted, stored, captured, conveyed, used or otherwise physically controlled by an irrigator, irrigation district or canal company. (5-8-09)

ii. If water is to be diverted from a stream within a water district, or from a stream from which an irrigation delivery entity diverts water, a person diverting water shall give notice to the watermaster of the intent to divert water for the purposes as authorized herein. (5-8-09)

iii. Water diversion intakes used for diversions under Subsection 020.01 shall be screened with a maximum screen mesh size as follows: 1) fish-bearing Class I streams: 3/32 inch, and 2) all other streams: 1/4 inch. (5-8-09)

d. Any alternative conservation measure having received a favorable Biological Opinion or Incidental Take Permit from the National Marine Fisheries Service or US Fish and Wildlife Service will be considered as complying with these rules. (4-4-13)

02. Conversion of Forest Lands. Conversions require a notification be filed, and compliance with all rules except those relating to reforestation. On converted parcels larger than one (1) acre, plant acceptable vegetative cover sufficient to maintain soil productivity and minimize erosion. Cover shall be established within one (1) year of completion of the forest practice except that the director may grant an extension of time if weather or other conditions interfere. Within three (3) years of completion of the forest practice, the director shall determine if the conversion has been accomplished by: (7-1-96)

a. The presence or absence of improvements necessary for use of land for its intended purpose; (7-1-96)

b. Evidence of actual use of the land for the intended purpose. (10-14-75)

c. If the conversion has not been accomplished within three (3) years of the completion of harvest, supplemental reforestation Subsection 050.06 applies. (7-1-96)

03. Annual Review and Consultation. The director shall, at least once each year, meet with other state agencies and the Forest Practices Advisory Committee and review recommendations for amendments to rules, new rules, or repeal of rules. He shall then report to the board a summary of such meeting or meetings, together with recommendations for amendments to rules, new rules, or repeal of rules. (10-14-75)

04. Consultation. The director shall consult with other state agencies and departments concerned with the management of forest environment where expertise from such agencies or departments is desirable or necessary. (10-14-75)

a. The Idaho Water Quality Standards and Wastewater Treatment Requirements, IDAPA 58.01.02, (Title 39, Chapter 1, Idaho Code) reference the Forest Practice Rules as approved best management practices and describe a procedure of modifying the practices based on monitoring and surveillance. The director shall review petitions from Idaho Department of Environmental Quality for changes or additions to the rules according to Administrative Procedures Act (Title 67, Chapter 52, Idaho Code) and make recommendations for modification to the Board of Land Commissioners. (9-20-88)

05. Notification of Forest Practice. (10-14-75)

a. Before commencing a forest practice or a conversion of forest lands the department shall be notified as required in Subsection 020.05.b. The notice shall be given by the operator. However, the timber owner or landowner satisfies the responsibility of the operator under this subsection. When more than one forest practice is to

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be conducted in relation to harvesting of forest tree species, one notice including each forest practice to be conducted shall be filed with the department. (5-8-09)

b. The notification required by Subsection 020.05.a. shall be on forms prescribed and provided by the department and shall include the name and address of the operator, timber owner, and landowner; the legal description of the area in which the forest practice is to be conducted; whether the forest practice borders an outstanding resource water and other information the department considers necessary for the administration of the rules adopted by the board under Section 38-1304, Idaho Code. All notifications must be formally accepted by the department before any forest practice may begin. Promptly upon formal acceptance of the notice but not more than fourteen (14) calendar days from formal acceptance of the notice, the department shall mail a copy of the notice to whichever of the operator, timber owner, or landowner that did not submit the notification. The department shall make available to the operator, timber owner, and landowner a copy of the rules. (7-1-96)

c. An operator, timber owner, or landowner, whichever filed the original notification, shall notify the department of any subsequent change in the information contained in the notice within thirty (30) calendar days of the change. Promptly upon receipt of notice of change, but not to exceed fourteen (14) calendar days from receipt of notice, the department shall mail a copy of the notice to whichever of the operator, timber owner, or landowner that did not submit the notice of change. (7-1-96)

d. The notification is valid for the same period as set forth in the certificate of compliance under Section 38-122, Idaho Code. At the expiration of the notification, if the forest practice is continuing, the notification shall be renewed using the same procedures provided for in this section. (4-21-92)

e. If the notification required by Subsection 020.05.a. of this section indicates that at the expiration of the notification that the forest practice will be continuing, the operator, timber owner, or landowner, at least thirty (30) calendar days prior to the expiration of the notification, shall notify the department and obtain a renewal of the notification. Promptly upon receipt of the request for renewal, but not to exceed fourteen (14) calendar days from receipt of the request, the department shall mail a copy of the renewed notification to whichever of the operator, timber owner, or landowner that did not submit the request for renewal. (7-1-96)

06. Notification Exception. A notification of Forest Practice is required except for: (7-1-98)

a. Routine road maintenance, recreational uses, grazing by domestic livestock, cone picking, culture and harvest of Christmas trees on lands used solely for the production of Christmas trees, or harvesting of other minor forest products. (10-14-75)

b. Non-commercial cutting and removal of forest tree species by a person for his own personal use. (10-14-75)

c. Clearing forest land for conversion to surface mining or dredge and placer mining operations under a reclamation plan or dredge mining permit. (9-20-88)

07. Emergency Forest Practices. No prior notification shall be required for emergency forest practices necessitated by and commenced during or immediately after a fire, flood, windthrow, earthquake, or other catastrophic event. Within forty-eight (48) hours after commencement of such practice, the operator, timber owner, or landowner shall notify the director with an explanation of why emergency action was necessary. Such emergency forest practices are subject to the rules herein, except that the operator, timber owner, or landowner may take any reasonable action to minimize damage to forest lands, timber, or public resource from the direct or indirect effects of the catastrophic event. (7-1-96)

08. Duty of Purchaser. The initial purchaser of forest tree species which have been harvested from forest lands shall, before making such purchase or contract to purchase or accepting delivery of the same, receive and keep on file a copy of the notice required by Section 38-1306, Idaho Code relating to the harvesting practice for which the forest tree species are being acquired by the initial purchaser. Such notice shall be available for inspection upon request by the department at all reasonable times. (7-1-96)

09. State Divided into Regions. For the purpose of administering this Act, the State is divided into two

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(2) forest regions: one (1) north of the Salmon River and one (1) south of the Salmon River. (7-1-96)

10. Regions Divided into Forest Habitat Types. For the purpose of further refining the on-the-ground administration of the Act, the forest regions can be divided into Habitat Types. (7-1-96)

021. -- 029. (RESERVED)

030. TIMBER HARVESTING.

01. Purpose. Harvesting of forest tree species is a part of forest management by which wood for human use is obtained and by which forests are established and tended. It is recognized that during harvesting operations there will be a temporary disturbance to the forest environment. It is the purpose of these rules to establish minimum standards for forest practices that will maintain the productivity of the forest land and minimize soil and debris entering streams and protect wildlife and fish habitat. (10-14-75)

02. Quality of Residual Stocking. Reforestation is required if harvesting reduces stocking of acceptable trees below minimums of Subsection 050.04. (7-1-96)

03. Soil Protection. Select for each harvesting operation the logging method and type of equipment adapted to the given slope, landscape and soil properties in order to minimize soil erosion. (8-13-85)

a. An operation that uses ground-based equipment shall not be conducted if it will cause rutting, deep soil disturbance, or accelerated erosion. On slopes exceeding forty-five percent (45%) gradient and which are immediately adjacent to a Class I or II stream, ground-based equipment shall not be used except with an approved variance. Where slopes in the area to be logged exceed forty-five percent (45%) gradient the operator, landowner or timber owner shall notify the department of these steep slopes upon filing the notification as provided for in Subsection 020.05. (4-4-13)

b. Limit the grade of constructed skid trails on geologically unstable, saturated, or highly erodible or easily compacted soils to a maximum of thirty percent (30%). (7-1-96)

c. In accordance with appropriate silvicultural prescriptions, skid trails shall be kept to the minimum feasible width and number. Tractors used for skidding shall be limited to the size appropriate for the job. (8-13-85)

d. Uphill cable yarding is preferred. Where downhill yarding is used, reasonable care shall be taken to lift the leading end of the log to minimize downhill movement of slash and soils. (8-13-85)

04. Location of Landings, Skid Trails, and Fire Trails. Locate landings, skid trails, and fire trails on stable areas to prevent the risk of material entering streams. (10-14-75)

a. All new or reconstructed landings, skid trails, and fire trails shall be located on stable areas outside the appropriate stream protection zones. Locate fire and skid trails where sidecasting is held to a minimum. (3-13-90)

b. Minimize the size of a landing to that necessary for safe economical operation. (8-13-85)

c. To prevent landslides, fill material used in landing construction shall be free of loose stumps and excessive accumulations of slash. On slopes where sidecasting is necessary, landings shall be stabilized by use of seeding, compaction, riprapping, benching, mulching or other suitable means. (8-13-85)

05. Drainage Systems. For each landing, skid trail or fire trail a drainage system shall be provided and maintained that will control the dispersal of surface water to minimize erosion. (4-21-92)

a. Stabilize skid trails and fire trails whenever they are subject to erosion, by water barring, cross draining, outsloping, scarifying, seeding or other suitable means. This work shall be kept current to prevent erosion prior to fall and spring runoff. (8-13-85)

b. Reshape landings as needed to facilitate drainage prior to fall and spring runoff. Stabilize all

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landings by establishing ground cover or by some other means within one (1) year after harvesting is completed. (8-13-85)

06. Treatment of Waste Materials. All debris, overburden, and other waste material associated with harvesting shall be left or placed in such a manner as to prevent their entry by erosion, high water, or other means into streams. (10-14-75)

a. Wherever possible trees shall be felled, bucked, and limbed in such a manner that the tree or any part thereof will fall away from any Class I streams. Continuously remove slash that enters Class I streams as a result of harvesting operations. Continuously remove other debris that enters Class I streams as a result of harvesting operations whenever there is a potential for stream blockage or if the stream has the ability for transporting such debris. Place removed material five (5) feet slope distance above the ordinary high water mark. (3-13-90)

b. Remove slash and other debris that enters Class II streams whenever there is a potential for stream blockage or if the stream has the ability for transporting the debris immediately following skidding and place removed material above the ordinary high water mark or otherwise treat as prescribed by the department. No formal variance is required. (11-7-86)

c. Deposit waste material from construction or maintenance of landings and skid and fire trails in geologically stable locations outside of the appropriate Stream Protection Zone. (8-13-85)

07. Stream Protection. During and after forest practice operations, stream beds and streamside vegetation shall be protected to leave them in the most natural condition as possible to maintain water quality and aquatic habitat. (8-13-85)

a. Lakes require an approved site specific riparian management prescription prior to conducting forest practices within the stream protection zone. (7-1-96)

b. Operations that utilize ground-based equipment that result in logs being skidded or forwarded in or through streams shall not be permitted. When streams must be crossed, adequate temporary structures to carry stream flow shall be installed. Cross the stream at right angles to its channel if at all possible. (Construction of hydraulic structures in stream channels is regulated by the Stream Channel Protection Act - Title 42, Chapter 38, Idaho Code). Remove all temporary crossings immediately after use and, where applicable, water bar the ends of the skid trails. (4-4-13)

c. Operation of ground based equipment shall not be allowed within the Stream Protection Zone except at approaches to stream crossings. (7-1-96)

d. When cable yarding is necessary, across or inside the Stream Protection Zones it shall be done in such a manner as to minimize stream bank vegetation and channel disturbance. (8-13-85)

e. Provide for large organic debris (LOD), shading, soil stabilization, wildlife cover and water filtering effects of vegetation along streams. (7-1-96)

i. Leave shrubs, grasses, and rocks wherever they afford shade over a stream or maintain the integrity of the soil near a stream. (3-20-14)

ii. Adjacent to all Class I streams, to maintain and enhance shade and large woody debris recruitment, landowners must comply with one of the two following options defining tree retention. The Relative Stocking per acre (RS) referenced in the options is calculated according to the relative-stocking-contribution table in Subsection 030.07.e.ii. (3-20-14)

(1) Option 1: Within twenty-five (25) feet from the ordinary high water mark on each side of the stream, live conifers and hardwoods will be retained to maintain a minimum relative stocking per acre of sixty (60). A relative stocking per acre of thirty (30) must be retained in the stream protection zone between twenty-five (25) feet and seventy-five (75) feet from the ordinary high water mark on both sides of the stream. (3-20-14)

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(2) Option 2: Within fifty (50) feet from the ordinary high water mark on each side of a stream, live conifers and hardwoods will be retained to maintain a minimum relative stocking per acre of sixty (60). A relative stocking per acre of ten (10) must be retained in the stream protection zone between fifty (50) feet and seventy-five (75) feet from the ordinary high water mark on both sides of the stream. (3-20-14)

(3) Only one (1) option may be implemented within the stream protection zones of a harvesting unit covered by a single notification. Landowners are strongly encouraged to retain all trees immediately adjacent to the stream. (3-20-14)

Forest Type	Per Tree Contribution to Relative Stocking by Diameter Class						
	Diameter Class (DBH in inches)						
	4-7.9"	8-11.9"	12-15.9"	16-19.9"	20-23.9"	24-27.9"	28-31.9"
NIGF (North Idaho Grand Fir)	0.097	0.209	0.347	0.506	0.683	0.878	1.088
CIGF (Central Idaho Grand Fir)	0.113	0.244	0.405	0.59	0.797	1.024	1.27
SIGF (Southern Idaho Grand Fir)	0.136	0.293	0.486	0.708	0.957	1.229	1.524
WHSF (Western Hemlock-Subalpine Fir)	0.123	0.267	0.442	0.644	0.87	1.117	1.385
DFPP (Douglas-fir-Ponderosa Pine)	0.151	0.326	0.54	0.787	1.063	1.366	1.693

(3-20-14)

iii. To protect filtering and shade effects of streamside vegetation adjacent to all Class II streams following harvesting and hazard management activities, live trees will be retained or new trees established within thirty (30) feet on each side of the streams ordinary high water mark to comply with the minimum stocking standards expressed in Subsection 050.04. (3-20-14)

iv. During harvesting, carefully remove timber from the Stream Protection Zone in such a way that large organic debris, shading and filtering effects are maintained and protected. When portions of felled trees fall into or over a Class I stream, leave the portion consistent with the LOD definition of Subsection 010.35. (4-11-06)

v. When harvesting portions of trees that have fallen naturally into or over a Class I stream, leave the portion(s) over the stream consistent with the LOD definition of Subsection 010.35. Leaving the section with the root ball attached is preferred. (4-11-06)

vi. During harvesting operations, portions of felled or bucked trees not meeting the LOD definition shall be removed, consistent with the slash removal requirements of Subsection 030.06. (4-11-06)

vii. To obtain a variance from the standing tree and shade requirements, the operator must develop a site specific riparian management prescription and submit it to the department for approval. The prescription should consider stream characteristics and the need for large organic debris, stream shading and wildlife cover which will achieve the objective of these rules. (4-11-06)

viii. Stream width shall be measured as average between ordinary high water marks. (3-13-90)

f. Direct ignition of prescribed burns will be limited to hand piles within stream protection zones (SPZ), all other direct ignitions shall occur outside of SPZs, so a backing (cooler) fire will more likely occur within the SPZ. (4-11-06)

i. Hand piles shall be at least five (5) feet from the ordinary high water-mark of streams. (4-11-06)

ii. No mechanical piling of slash or natural forest fuels is allowed in a SPZ (an exception is filter windrows for erosion control which shall not be ignited. (4-11-06)

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08. Maintenance of Productivity and Related Values. Harvesting practices will first be designed to assure the continuous growing and harvesting of forest tree species by suitable economic means and also to protect soil, air, water, and wildlife resources. (10-14-75)

a. Where major scenic attractions, highways, recreation areas or other high-use areas are located within or traverse forest land, give special consideration to scenic values by prompt cleanup and regeneration. (10-14-75)

b. Give special consideration to preserving any critical aquatic or wildlife habitat, including snags, especially within stream protection zones. Wherever practical, preserve fruit, nut, and berry producing trees and shrubs. (4-4-13)

c. Avoid conducting operations along or through bogs, swamps, wet meadows, springs, seeps, wet draws or other locations where the presence of water is indicated by associated vegetation; temporary crossings can be used as referred to in Paragraph 030.07.b. Protect soil and vegetation from disturbance which would cause adverse affects on water quality, quantity and wildlife and aquatic habitat. (4-4-13)

d. Harvesting operations within a single ownership, in which essentially all trees have been removed in one operation, shall be planned so that adequate wildlife escape cover (e.g. topography, vegetation, stream protection zones, etc.) is available within one-quarter (¼) mile. (4-4-13)

031. CUMULATIVE WATERSHED EFFECTS.

01. Purpose. In accordance with Section 38-1305(8), Idaho Code, the department has developed methods for controlling cumulative watershed effects (CWE). The methods and procedures are described in the department manual entitled "Forest Practices Cumulative Watershed Effects Process for Idaho." Proper application of this process will help ensure watersheds are managed to protect water quality so that beneficial uses are supported. This rule describes how the process is to be implemented on forest land. (7-1-98)

02. Process Application. (7-1-98)

a. Application of the CWE process and any resulting site-specific BMPs are encouraged but not mandatory. (7-1-98)

b. The process may be initiated by either the department, a watershed advisory group (WAG), or an individual landowner or group of landowners that collectively own at least twenty-five percent (25%) of the forested land in a watershed. In any case, a reasonable effort will be made to notify forest landowners within the watershed, and the landowners will be given the opportunity to participate in the process. (7-1-98)

c. The department shall be notified prior to the initiation of the CWE process. (7-1-98)

d. The department will review and approve the watershed assessment and CWE site-specific BMPs for compliance with the Forest Practices Act. (7-1-98)

03. Site-Specific BMP Implementation. Approved CWE site-specific BMPs are encouraged and applied on a voluntary basis. (7-1-98)

04. Site-Specific BMPs on Former Stream Segments of Concern. Practices approved by the department from 1989 through 1995 under former stream segments of concern rules remain in effect until revised by a CWE analysis, at which point the CWE site-specific BMPs would be mandatory. (7-1-98)

032. -- 039. (RESERVED)

040. ROAD CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE.

01. Purpose. Provide standards and guidelines for road construction, reconstruction, and maintenance

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that will maintain forest productivity, water quality, and fish and wildlife habitat. (4-5-00)

02. Road Specifications and Plans. Road specifications and plans shall be consistent with good safety practices. Plan each road to the minimum use standards adapted to the terrain and soil materials to minimize disturbances and damage to forest productivity, water quality, fish, and wildlife habitat. (4-5-00)

a. Plan transportation networks to avoid road construction within stream protection zones, except at approaches to stream crossings. Leave or reestablish areas of vegetation between roads and streams. (4-5-00)

b. Roads shall be no wider than necessary to safely accommodate the anticipated use. Minimize cut and fill volumes by aligning the road to fit the natural terrain features as closely as possible. Adequately compact fill material. Dispose of excess material on geologically stable sites. (4-5-00)

c. Plan roads to drain naturally by out-sloping or in-sloping with cross-drainage and by grade changes where possible. Plan dips, water bars, cross-drainage, or subsurface drainage on roads when necessary. (4-5-00)

d. Relief culverts and roadside ditches shall be planned whenever reliance upon natural drainage would not protect the running surface, cut slopes or fill slopes. Plan culvert installations to prevent erosion of the fill by properly sizing, bedding and compacting. Plan drainage structures to achieve minimum direct discharge of sediment into streams. (4-5-00)

e. The following rule applies to installations of new culverts and re-installations during road reconstructions or reinstallations caused by flood or other catastrophic events. Culverts used for temporary crossings are exempt from the fifty (50) year design requirement, but they must be removed immediately after they are no longer needed and before the spring run-off period. (4-5-00)

i. Culvert installations on fish bearing streams must provide for fish passage. (4-5-00)

ii. Design culverts for stream crossings to carry the fifty (50) year peak flow using engineering methods acceptable to the department or determine culvert size by using the culvert sizing tables below. The minimum size culvert required for stream crossings shall not be less than eighteen (18) inches in diameter, with the exception of that area of the Snake River drainage upstream from the mouth of the Malad River, including the Bear River basin, where the minimum size shall be fifteen (15) inches.

**CULVERT SIZING TABLE - I
USE FOR NORTH IDAHO AND THE SALMON RIVER DRAINAGE**

This culvert sizing table will be used for the area of the state north of the Salmon River and within the South Fork Salmon River drainage. It was developed to carry the fifty (50) year peak flow at a headwater-to-diameter ratio of one (1).

Watershed Area (acres)	Required Culvert Diameter (inches)	Culvert Capacity (in cubic feet/sec)
less than 32	18	6
33 - 74	24	12
75 - 141	30	20
142 - 240	36	32
241 - 366	42	46
367 - 546	48	65
547 - 787	54	89
788 - 1027	60	112

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Strongly consider having culverts larger than sixty (60) inches designed, or consider alternative structures, such as bridges, mitered culverts, arches, etc.

Watershed Area (acres)	Required Culvert Diameter (inches)	Culvert Capacity (in cubic feet/sec)
1028 - 1354	66	142
1355 - 1736	72	176
1737 - 2731	84	260
2732 - 4111	96	370
4112 - 5830	108	500
5831 - 8256	120	675

Culverts larger than one hundred twenty (120) inches must be designed; consider alternative structures.

CULVERT SIZING TABLE - II
USE FOR SOUTH IDAHO

This culvert sizing table will be used for the area of the state south of the Salmon River and outside the South Fork Salmon River drainage. It was developed to carry the fifty (50) year peak flow at a headwater-to-diameter ratio of one (1).

Watershed Area (acres)	Required Culvert Diameter (inches)	Culvert Capacity (in cubic feet/sec)
less than 72	18#	6
73 - 150	24	12
151 - 270	30	20
271 - 460	36	32
461 - 720	42	46
721 - 1025	48	65
1026 - 1450	54	89
1451 - 1870	60	112

Strongly consider having culverts larger than sixty (60) inches designed, or consider alternative structures, such as bridges, mitered culverts, arches, etc.

Watershed Area (acres)	Required Culvert Diameter (inches)	Culvert Capacity (in cubic feet/sec)
1871 - 2415	66	142
2416 - 3355	72	176
3356 - 5335	84	260
5336 - 7410	96	370

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Watershed Area (acres)	Required Culvert Diameter (inches)	Culvert Capacity (in cubic feet/sec)
7411 - 9565	108	500
9566 - 11780	120	675

Culverts larger than one hundred twenty (120) inches must be designed; consider alternative structures.

See exception for southeast Idaho in Subsection 040.02.ii. of this rule. (4-5-00)

iii. Relief culverts, and those used for seeps, springs, wet areas, and draws shall not be less than twelve (12) inches in diameter for permanent installations. (7-1-96)

f. On existing roads that are not reconstructed or damaged by catastrophic events, landowners or operators are encouraged, but not required, to replace or provide mitigation for culverts that do not provide for fish passage in accordance with Subsection 040.02.e.i. or cannot carry the fifty (50) year peak flow of Subsection 040.02.e.ii. (4-11-06)

g. Stream crossings, including fords, shall be minimum in number and planned and installed in compliance with the Stream Channel Protection Act, Title 42, Chapter 38, Idaho Code, and with culvert sizing requirements of Subsection 040.02.e. Fords are an acceptable stream crossing structure on small, shallow streams, with flat, less than four percent (4%) gradients. Fords should cross the stream at right angles. Approaches shall be adequately cross-drained and rocked for at least seventy-five (75) feet. During times of salmonid spawning and egg incubation or to protect active domestic water diversions, use shall be limited to low water, dry, or frozen conditions and hauling or equipment crossing trips limited to minimize sediment delivery to streams. (4-11-06)

h. Avoid reconstruction of existing roads located in stream protection zones, except for approaches to stream crossings, unless it will result in the least long-term impact on site productivity, water quality, and fish and wildlife habitat. Reconstruction of existing roads in stream protection zones will require a variance. Reusing existing roads in stream protection zones for skidding or landing logs shall require a variance. Reusing existing roads in stream protection zones for hauling fully suspended logs only, where no reconstruction will occur, does not require a variance. (4-11-06)

03. Road Construction. Construct or reconstruct roads in a manner to prevent debris, overburden, and other material from entering streams. (4-5-00)

a. Roads shall be constructed in compliance with the planning guidelines of Subsection 040.02. (7-1-96)

b. Clear all debris generated during construction or maintenance which potentially interferes with drainage or water quality. Deposit excess material and slash on geologically stable sites outside the stream protection zones. (4-5-00)

c. Where exposed material (road surface, cut slopes or fill slopes, borrow pits, waste piles, etc.) is potentially erodible, and where sediments would enter streams, stabilize prior to fall or spring runoff by seeding, compacting, rocking, riprapping, benching, mulching or other suitable means. (4-5-00)

d. In the construction of road fills, compact the material to reduce the entry of water, minimize erosion, and settling of fill material. Minimize the amount of snow, ice, or frozen soil buried in embankments. No significant amount of woody material shall be incorporated into fills. Available slash and debris may be utilized as a filter windrow along the toe of the fill, but must meet the requirements of the Idaho Forestry Act and Fire Hazard Reduction Laws, Title 38, Chapters 1 and 4, Idaho Code. (4-5-00)

e. During and following operations on out-sloped roads, retain out-slope drainage and remove berms on the outside edge except those intentionally constructed for protection of road grade fills. (8-13-85)

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- f. Provide for drainage of quarries to prevent sediment from entering streams. (8-13-85)
- g. Construct cross drains and relief culverts to minimize erosion of embankments. Installation of erosion control devices should be concurrent with road construction. Use riprap, vegetative matter, downspouts and similar devices to minimize erosion of the fill. Install drainage structures or cross drain incompleted roads which are subject to erosion prior to fall or spring runoff. Install relief culverts with a minimum grade of one percent (1%). (4-5-00)
- h. Earthwork or material hauling shall be postponed during wet periods if, as a result, erodible material would enter streams. (4-5-00)
- i. Cut slopes shall be reconstructed to minimize sloughing of material into road surfaces or ditchlines. Remove or stabilize material subject to sloughing concurrent with the construction operation. (4-5-00)
- j. Roads constructed on slopes greater than sixty percent (60%) in unstable or erodible soils shall be full benched without fill slope disposal. At stream and draw crossings keep fills to a minimum. A variance is required if a full bench is not used. (4-5-00)
- 04. Road Maintenance.** Conduct regular preventive maintenance operations to minimize disturbance and damage to forest productivity, water quality, and fish and wildlife habitat. (4-5-00)
- a. Place all debris or slide material associated with road maintenance in a manner to prevent their entry into streams. (4-5-00)
- b. Repair slumps, slides, and other erosion sources causing stream sedimentation to minimize sediment delivery. (4-5-00)
- c. Active roads. An active road is a forest road being used for hauling forest products, rock and other road building materials. The following maintenance shall be conducted on such roads. (8-13-85)
 - i. Culverts and ditches shall be kept functional. (8-13-85)
 - ii. During and upon completion of seasonal operations, the road surface shall be crowned, out-sloped, in-sloped or cross-ditched, and berms removed from the outside edge except those intentionally constructed for protection of fills. (4-5-00)
 - iii. The road surface shall be maintained as necessary to minimize erosion of the subgrade and to provide proper drainage. (8-13-85)
 - iv. Hauling shall be postponed during wet periods if necessary to minimize sediment delivery to streams. (4-5-00)
 - v. If road surface stabilizing materials are used, apply them in such a manner as to prevent their entry into streams. (4-5-00)
- d. Incidental Haul Road. An incidental haul road is a multi-use road (residential traffic; its primary purpose is other than forest practices) that has log haul during active harvest activities. Active road maintenance requirements apply. Once active road maintenance is completed, no other maintenance is required under the Forest Practices Act (FPA). (4-11-06)
- e. Inactive roads. An inactive road is a forest road (primary purpose is for forest practices) no longer used for commercial hauling but maintained for access (e.g., for fire control, forest management activities, recreational use, and occasional or incidental use for minor forest products harvesting). The following maintenance shall be conducted on inactive roads. (4-11-06)
 - i. Following termination of active use, ditches and culverts shall be cleared and the road surface shall

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be crowned, out-sloped or in-sloped, water barred or otherwise left in a condition to minimize erosion. Drainage structures shall be maintained thereafter as needed. (7-1-96)

- ii. The roads may be permanently or seasonally blocked to vehicular traffic. (8-13-85)

f. Long-term Inactive Roads. A long-term inactive road is not intended to be used again in the near future but will likely be used again at some point in the future. No subsequent maintenance of a long-term inactive road is required after the following procedures are completed: (4-5-00)

- i. The road is left in a condition suitable to control erosion by out-sloping, water barring, seeding, or other suitable methods. (8-13-85)

- ii. The road is blocked to vehicular traffic. (8-13-85)

- iii. The department may require the removal of bridges, culverts, ditches and unstable fills. Any bridges or culverts left in place shall be maintained by the landowner. (4-5-00)

g. Permanently Abandoned Roads. Permanently abandoned roads are not intended to be used again. All drainage structures must be removed and roadway sections treated so that erosion and landsliding are minimized. (4-5-00)

- i. Drainage structures shall be removed and stream gradients restored to their natural slope. (4-5-00)

- ii. The road prism shall be treated to break up compacted areas. (4-5-00)

- iii. Fill slopes of roads within stream protection zones shall be pulled back to a stable configuration unless long-term stability has already been achieved. (4-5-00)

- iv. Unstable sidehill fills shall be pulled back to a stable configuration. (4-5-00)

- v. Ditch line erosion shall be controlled by cross-ditching, outsloping, or regrading to eliminate ditches. (4-5-00)

- vi. All bare earth areas created by regrading, ripping, and drainage removal shall be stabilized by seeding, mulching, armoring, or other suitable means. (4-5-00)

05. Winter Operations. Due to risk of erosion and damage from roads and constructed skid trails inherent in winter logging, at minimum the following shall apply: (4-21-92)

a. Roads to be used for winter operations must have adequate surface and cross drainage installed prior to winter operations. Drain winter roads by installing rolling dips, driveable cross ditches, open top culverts, outsloping, or by other suitable means. (4-21-92)

b. During winter operations, roads will be maintained as needed to keep the road surface drained during thaws or break up. This may include active maintenance of existing drainage structures, opening of drainage holes in snow berms and installation of additional cross drainage on road surfaces by ripping, placement of native material or other suitable means. (4-21-92)

041. -- 049. (RESERVED)

050. RESIDUAL STOCKING AND REFORESTATION.

01. Purpose. The purpose of these rules is to provide for residual stocking and reforestation that will maintain a continuous growing and harvesting of forest tree species by describing the conditions under which reforestation will be required, specifying the minimum number of acceptable trees per acre, the maximum period of time allowed after harvesting for establishment of forest tree species, and for sites not requiring reforestation, to maintain soil productivity and minimize erosion. (7-1-96)

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02. Quality of Residual Stocking. On any operation, trees left for future harvest shall be of acceptable species and adequately protected from harvest damage to enhance their survival and growth. This may be accomplished by locating roads and landings and by conducting felling, bucking, skidding, yarding, and decking operations so as to minimize damage to residual trees. Acceptable residual trees should have a minimum live crown ratio of thirty percent (30%), minimum basal scarring, and should not have dead or broken tops. When stands have a high percentage of unacceptable trees, consider stand replacement rather than intermediate cuttings. (7-1-96)

03. Sites Unpractical to Reforest. Sites unpractical to reforest, generally ponderosa pine and drier Douglas-fir habitat types, shall not be harvested below minimum stocking, unless the site is converted to some other use, or in instances of wildfire, insects, disease or other natural causes where salvage of the damaged timber is planned. (4-4-13)

a. When harvesting timber on these sites, one (1) of the following actions must be taken: (4-4-13)

i. Establish a new stand by leaving seed trees on the site and inter-planting at least once within five (5) years of completing the harvest, if needed to meet minimum stocking. (4-4-13)

ii. Establish a new stand of timber by planting the site with an acceptable tree species, and inter-planting at least once within five (5) years of the original planting, if needed to meet minimum stocking. (4-4-13)

b. If the efforts listed in Subparagraphs 050.03.a.i. and 050.03.a.ii. fall short of meeting the minimum stocking level, the landowner will be encouraged, but not required, to meet the minimum stocking level through additional reforestation efforts. (4-4-13)

04. Stocking. Stocking will be deemed adequate immediately following harvest if the following number of acceptable trees per acre, within each specified region, for at least one (1) size class, are reasonably well distributed over the area affected by forest harvesting. (NOTE: (1) DBH = Average Diameter (outside of the bark) of a tree four and one half (4.5) feet above mean ground level):

MINIMUM STOCKING - ACCEPTABLE TREES

Idaho Region	Size Class DBH (inches)	Average Number of Retained Trees Per Acre	Average Spacing (feet)
North	0" – 2.9"	170	16 x 16
South	0" – 2.9"	125	18 x 18
North	3.0" – 10.9"	110	19 x 19
South	3.0" – 10.9"	75	24 x 24
North	11.0" and greater	20	46 x 46
South	11.0" and greater	15	53 x 53

If immediately following harvest, the stand consists of retained trees of mixed size classes that are reasonably well distributed over the harvested area, and none of the size classes individually equal or exceed the minimum trees per acre shown above, stocking will also be deemed adequate if the weighted total of all of the size classes of the retained trees exceeds a value of one hundred seventy (170) for a stand in the North Region and one hundred twenty-five (125) in the South Region. The weighted total is calculated by multiplying the number of retained trees per acre in each size class by the weighting factors below, and adding all of these size class totals together.

Size Class	Weight
0" – 2.9"	1

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Size Class	Weight
3.0" – 10.9"	1.6
11.0" and greater	8.4

Harvested stands which are not adequately stocked, as defined above, will be subject to supplemental reforestation requirements specified in Subsection 050.06. Minimum stocking requirements for Class I stream protection zones are specified in Subparagraphs 030.07.e.ii. and 030.07.e.vi. (4-4-13)

05. Reforestation Exemptions. (7-1-96)

a. Reforestation is not required for: (7-1-96)

i. Noncommercial forest land; (7-1-96)

ii. Land converted to another use. This may include land converted to roads used in a forest practice; (7-1-96)

iii. A forest practice which will result in ten (10) acres or less below minimum stocking levels. (7-1-96)

b. On lands exempted under Subsection 050.03, where reforestation is not being planned, some form of grass or planted cover shall be established within one (1) year in order to maintain soil productivity and minimize erosion. (7-1-96)

06. Supplemental Reforestation. Seeding and/or planting may be required if after three (3) growing seasons from the date of harvest, stocking levels do not meet the standards in Subsection 050.04. Required seeding and/or planting shall be completed before the end of the fifth growing season following the time of harvest, except that the director shall grant an extension of time if suitable seeds or seedlings are not available or if weather or other conditions interfere. (7-1-96)

a. Reforestation practices must insure seedlings become established. This can be accomplished by adequate site preparation, utilizing acceptable seed or seedlings, following accepted planting or sowing practices, or by other suitable means. (7-1-96)

b. The party responsible for reforestation is the landowner during the harvest which reduced stand stocking below the minimum levels stated in Subsection 050.04. (4-4-13)

051. -- 059. (RESERVED)**060. USE OF CHEMICALS AND PETROLEUM PRODUCTS.**

01. Purpose. Chemicals perform an important function in the growing and harvesting of forest tree species. The purpose of these rules is to regulate handling, storage and application of chemicals in such a way that the public health and aquatic and terrestrial habitats will not be endangered by contamination of streams or other bodies of water. In addition, the application of chemicals are regulated by the Commercial Fertilizer Law, Title 22, Chapter 6; the Soil and Plant Amendment Law, Title 22, Chapter 22, and the Idaho Pesticide Law, Title 22, Chapter 34, Idaho Code and IDAPA 02.03.03, "Rules Governing Pesticide and Chemigation Use and Application." (7-1-98)

02. Petroleum Products. Petroleum storage containers with capacities of more than two hundred (200) gallons, stationary or mobile, will be located no closer than one hundred (100) feet from any stream, water course, lake, or area of open water. Dikes, berms or embankments will be constructed to contain at least one hundred ten percent (110%) of the volume of petroleum products stored within the tanks. Diked areas will be sufficiently impervious and of adequate capacity to contain spilled petroleum products. In the event any leakage or spillage enters any stream, water course, lake, or area of open water, the operator will immediately notify the department. (7-1-98)

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a. Transferring petroleum products. During fueling operations or petroleum product transfer to other containers, there shall be a person attending such operations at all times. Fueling operations should not take place where, if spillage occurs, the fuel will enter streams, lakes or other areas of open water. (7-1-98)

b. Equipment and containers used for transportation, storage or transfer of petroleum products shall be maintained in a leakproof condition. If the department determines there is evidence of petroleum product leakage or spillage, the use of such equipment shall be suspended until the deficiency has been corrected. (7-1-98)

c. Waste resulting from logging operations, such as crankcase oil, filters, grease, oil containers, or other nonbiodegradable waste shall be removed from the operating area and disposed of properly. (7-1-98)

03. Licensing. Any person applying, mixing or loading pesticides shall comply with the licensing requirements of Idaho Pesticide Law and IDAPA 02.03.03, "Rules Governing Pesticide and Chemigation Use and Application." This requirement does not pertain to individuals applying general use pesticides on their own property. (7-1-98)

04. Maintenance of Equipment. (10-14-75)

a. Equipment used for transportation, storage or application of chemicals shall be maintained in leakproof condition. If, in the director's judgment, there is evidence of chemical leakage, he shall have the authority to suspend the further use of such equipment until the deficiency has been corrected. (10-14-75)

b. The storage of pesticide shall also be conducted in accordance with the requirements Rules of the Idaho Pesticide Law and IDAPA 02.03.03, "Rules Governing Pesticide and Chemigation Use and Application." (7-1-98)

05. Mixing. (10-14-75)

a. When water is used in mixing chemicals: (10-14-75)

i. Provide an air gap or reservoir between the water source and the mixing tank. (10-14-75)

ii. Use uncontaminated tanks, pumps, hoses and screens to handle and transfer mix water for utilization in pesticide operations. (7-1-98)

b. Mixing and landing areas: (10-14-75)

i. Mix chemicals and clean tanks and equipment only where spills will not enter any water source or streams. (10-14-75)

ii. Landing areas shall be located where spilled chemicals will not enter any water source or stream. (8-13-85)

iii. Rinsate and wash water should be recovered and used for make-up water, be applied to the target area, or disposed of according to state and federal laws. (7-1-98)

06. Aerial Application: (10-14-75)

a. With the exception of pesticides approved for aquatic use and applied according to labeled directions, when applying pesticide leave at least one (1) swath width (minimum one hundred (100) feet) untreated on each side of all Class I streams, flowing Class II streams and other areas of open water. When applying pelletized fertilizer, leave a minimum of fifty (50) feet untreated on each side of all Class I streams, flowing Class II streams, and other areas of open water. (7-1-98)

b. Use a bucket or spray device capable of immediate shutoff. (10-14-75)

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- c. Shut off chemical application during turns and over open water. (10-14-75)
- d. Aerial application of pesticides shall also be conducted according to the Idaho Pesticide Law and IDAPA 02.03.03, "Rules Governing Pesticide and Chemigation Use and Application." (7-1-98)
- 07. Ground Application with Power Equipment.** (10-14-75)
 - a. With exception of pesticides approved for aquatic use and applied according to labeled directions, when applying pesticide, leave at least twenty-five (25) feet untreated on each side of all Class I streams, flowing Class II streams and areas of open water. (7-1-98)
 - b. When applying fertilizer, leave at least ten (10) feet untreated on each side of all streams and areas of open water. (10-14-75)
- 08. Hand Application.** (10-14-75)
 - a. Apply only to specific targets; such as, a stump, burrow, bait, or trap. (10-14-75)
 - b. Keep chemicals out of all water sources or streams. (10-14-75)
- 09. Limitations on Applications.** (10-14-75)
 - a. Chemicals shall be applied in accordance with all limitations and instructions printed on the product registration labels, supplemental labels, and others established by regulation of the director. (7-1-98)
 - b. Do not exceed allowable rates. (7-1-98)
 - c. Prevent direct entry of chemicals into any water source or stream. (8-13-85)
- 10. Daily Records of Chemical Applications.** (10-14-75)
 - a. When pesticides are applied on forest land, the operator shall maintain a daily record of spray operations which includes: (7-1-98)
 - i. Date and time of day of application. (8-13-85)
 - ii. Name and address of owner of property treated. (8-13-85)
 - iii. Purpose of the application (control of vegetation, control of Douglas-fir tussock moth, etc.). (8-13-85)
 - iv. Contractor's name and pilot's name when applied aerially. Contractor's name or applicator's name for ground application. (7-1-96)
 - v. Location of project (section, township, range and county). (10-14-75)
 - vi. Air temperature (hourly). (10-14-75)
 - vii. Wind velocity and direction (hourly). (10-14-75)
 - viii. Pesticides used including trade or brand name, EPA product registration number, mixture, application rate, carrier used and total amounts applied. (7-1-98)
 - b. Whenever fertilizers or soil amendments are applied, the operator shall maintain a daily record of such application which includes Subsection 060.10 and the name of the fertilizer or soil amendment and application rate. (7-1-98)

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c. The records required in Subsection 060.10 shall be maintained in compliance with the record-keeping requirements of IDAPA 02.03.03, "Rules Governing Pesticide and Chemigation Use and Application." (7-1-98)

d. All records required in Subsection 060.10 shall be retained for three (3) years. (7-1-98)

11. Container Disposal. Chemical containers shall be: cleaned and removed from the forest and disposed of in a manner approved by the director in accordance with applicable local, state and federal regulations; or removed for reuse in a manner consistent with label directions and applicable regulations of a state or local health department. Open burning of containers is prohibited. (7-1-98)

12. Spills. Spills shall be reported and appropriate cleanup action taken in accordance with applicable state and federal laws and rules and regulations. (8-13-85)

a. All chemical accidents and spills shall be reported immediately to the director. (7-1-98)

b. If chemical is spilled, appropriate procedures shall be taken immediately to control the spill source and contain the released material. (7-1-98)

c. It is the applicator's responsibility to collect, remove, and dispose of the spilled material in accordance with applicable local, state and federal rules and regulations and in a manner approved by the director. (7-1-98)

13. Misapplications. Whenever chemicals are applied to the wrong site or pesticides are applied outside of the directions on the product label, it is the responsibility of the applicator to report these misapplications immediately to the director. (7-1-98)

061. -- 069. (RESERVED)

070. SLASHING MANAGEMENT.

01. Purpose. To provide for management of slashing and fire hazard resulting from harvesting, forest management, or improvement of forest tree species, or defoliation caused by chemical applications in that manner necessary to protect reproduction and residual stands, reduce risk from fire, insects and disease or optimize the conditions for future regeneration of forest tree species and to maintain air and water quality, fish and wildlife habitat. (10-14-75)

02. Commercial Slash. Fuels and debris resulting from a forest practice involving removal of a commercial product shall be managed as set forth in the Idaho Forestry Act, Title 38, Chapters 1 and 4, Idaho Code and the rules and regulations pertaining to forest fire protection. (7-1-96)

03. Non-Commercial Slash. Fuels and debris resulting from a forest practice where no commercial product is removed shall be managed in a manner as hereinafter designated under authority of the Idaho Forest Practices Act, Title 38, Chapter 13, Idaho Code. (1-24-78)

a. Within ten (10) days or a time mutually agreed upon following receipt by the department of the "Notification of Forest Practice" as provided in Subsection 020.05, the department shall make a determination of the potential fire hazard and hazard reduction and/or hazard offsets, if any, needed to reduce, abate or offset the fire hazard. Such determination shall be based on a point system found in Subsection 070.03.e. (7-1-96)

b. The operator, timber owner and landowner shall be notified in writing of the determination made in Subsection 070.03.a. above (on forms provided by the department) and of the hazard reductions and/or hazard offsets, if any, that must be accomplished by the operator, timber owner or landowner. The notification shall specify a reasonable time period not to exceed twelve (12) months from the date the forest practice commenced in which to complete the hazard reduction and shall specify the number of succeeding years that on site improvements or extra protection must be provided. (7-1-96)

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c. A release of all obligations under Subsection 070.03 shall be granted in writing on forms provided by the department when the hazard reduction and/or hazard offsets have been accomplished. When hazard offsets are to be accomplished during succeeding years, the release shall be conditioned upon the completion of the required hazard offsets. Notification of release shall be mailed to the operator, timber owner and landowner within seven (7) days of the inspection by the department. Inspections by the department shall be made within ten (10) days of notification by the operator, timber owner or landowner unless otherwise mutually agreed upon. (7-1-96)

d. If the department determines upon inspection that the hazard reduction or hazard offsets have not been accomplished within the time limit specified in Subsection 070.03.b., extensions of time, each not to exceed three months, may be granted if the director determines that a diligent effort has been made and that conditions beyond the control of the party performing the hazard reduction or hazard offsets prevented completion. If an extension is not granted the department shall proceed as required in Section 38-1307, Idaho Code (Idaho Forest Practices Act). (7-1-96)

e. For the purpose of determining the potential fire hazard and the appropriate hazard reduction and/or hazard offsets, a point system using the following rating guides will be used by the department. A value of eighty (80) points or less for any individual forest practice under Subsection 070.03, as determined by the department, will be sufficient to release the operator, timber owner and landowner of all further obligations under Subsection 070.03. Total points of the proposed forest practice will be determined from Tables I and II. If the total points are greater than eighty (80), modification of the thinning practice to reduce points may be made as determined by Tables I and II, slash hazard offsets may be scheduled to reduce points as determined by Table III or a combination of these options may be used to reduce the hazards to a point total of eighty (80) or less. Consideration will be given to the operator's, timber owner's and landowner's preference in selecting the options to reduce the points to eighty (80) or less.

TABLE I - HAZARD POINTS**Hazard Points for Ponderosa Pine, Western Red Cedar or Western Hemlock**

Thinned Stems Per Acre											
Ave. DBH	250	500	750	1000	1250	1500	1750	2000	2500	3000	4000
1	1	2	3	3	4	5	6	7	9	10	16
2	3	6	9	13	16	22	25	30	36	42	51
3	7	16	25	32	38	46	51	52	56	59	
4	9	22	32	40	50	52	54	56	60		
5	13	28	40	51	54	56	59	60			
6	19	36	51	54	58	60	60				

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the Idaho Forest Practices Act**Hazard Points for Douglas Fir, Grand Fir or Engelmann Spruce**

Thinned Stems Per Acre											
Ave. DBH	250	500	750	1000	1250	1500	1750	2000	2500	3000	4000
1	1	2	3	4	6	7	8	9	13	16	22
2	4	7	13	16	22	28	32	36	42	50	54
3	8	19	28	36	44	51	53	54	58	60	
4	10	25	36	46	51	54	57	59	60		
5	16	32	46	52	56	59	60	60			
6	22	40	52	56	60	60	60				

Hazard Points for Western Larch, Lodgepole Pine or Western White Pine

Thinned Stems Per Acre											
Ave. DBH	250	500	750	1000	1250	1500	1750	2000	2500	3000	4000
1	1	2	2	3	4	4	5	6	8	9	13
2	3	6	8	11	16	19	22	28	32	38	48
3	6	16	25	32	38	46	51	52	56	59	
4	8	16	28	36	44	50	52	54	58		
5	9	22	32	42	50	53	55	57			
6	13	28	40	50	53	56	59				

TABLE II - HAZARD POINTS WORKSHEET**HAZARD CHARACTERISTICS****HAZARD POINTS****Fuel Quantity**

Hazard points from Slash Hazard Table I 1/

Record number of trees/acre to be cut

Average D.B.H.

Predominant species

Size of thinning block

Points 0 - 15

16 - 30

31 - 45

46 - 60 1/

Acres 20

20 - 40

40 - 80

80

Site Factor

Record Slope _____ % Aspect _____

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Determine points from table below 1/

ASPECT	PERCENT SLOPE			
	0 - 19	20 - 39	40 - 59	60
E or NE	0	5	10	20
E or NW	0	5	10	30
W or SE	0	10	30	40
S or SW	0	20	40	60
1/	Max. 60 points			

Other Factors	
Condition of operating area before forest practice commences	0 - 20 points
Condition of adjoining area	0 - 20 points
Presence of snags and culls	0 - 5 points
Deterioration rate of slash	0 - 5 points
Time of year forest practice operation	10 points
October thru December	2 points
August thru September	4 points
January thru April	7 points
May thru July	10 points
TOTAL FOREST PRACTICE AREA POINTS	(Max. 240 points)

TABLE III - HAZARD OFFSETS

Offsets	Hazard Point Deductions
Physical Changes to the Hazard (1)	
(1) Points will be proportional to the amount of hazard disposed of or modified.	
Disposal by burning or removal.	0 - 160
Modification by reducing depth through crushing, chipping or lopping.	0 - 60
On Site Improvements	
Condition of main access road to forest practice area should allow movement of heavy trucks without difficulty.	0 - 5

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Offsets	Hazard Point Deductions
Access control to forest practice area provided by closure to public traffic.	0 - 5
Availability of water for tankers within one mile of forest practice area or within three miles for helicopter bucket use. Water supply to be sufficient to supply at least fifty thousand (50,000) gallons.	0 - 15
Buffer zones of unthinned areas at least two chains in width between roadways and thinned areas.	0 - 10
Fuel breaks with slash hazard removal around and/or through forest practice area, located so as to provide optimum fire control effect and of two to four chains in width.	0 - 25
Fire trails with fuel removed to expose mineral soil to a width of twelve (12) feet. Maximum points allowed if combined with a fuel break.	0 - 15
Extra Protection	
Increased attack capability such as retardant availability, increased attack manpower and equipment. Must be in addition to regular forces normally available during the fire season.	0 - 40
Fire detection and prevention increased beyond that normally available for lands in the fire protection district.	0 - 15
Initial attack time based on proximity of forest practice area to initial attack forces.	0 - 5
Landowner protection plan which would provide extra fire protection on a voluntary basis such as extra equipment and/or manpower.	0 - 5

(1-24-78)

071. PRESCRIBED FIRE.

01. Purpose. Prescribed fire is a tool with application in land management. Smoke from prescribed fires can have adverse impacts on ambient air quality or public health. It is the purpose of these rules to establish a management system for smoke from prescribed fires that will protect air quality. (7-1-96)

02. Notification. The use of prescribed fire requires a valid notification in accordance with Subsection 020.05 to maintain air quality and to protect public health. Possession of a valid notification will not preclude meeting the fire safety requirements specified in Section 38-115, Idaho Code. (7-1-96)

03. Recommended Practices. To maintain air quality and protect public health the following practices are recommended: (7-1-96)

a. Slash and large woody debris piles should be compact and free of stumps, soil, snow, and nonwoody organic material. (7-1-96)

b. Piles should be fully cured, dried at least two (2) months, prior to ignition. Piles should be at least partially covered with a water resistant material so they can be ignited after enough precipitation to lower the fire danger. (7-1-96)

c. Broadcast burns should be conducted within a prescription that minimizes adverse effects on air quality. (7-1-96)

d. Membership in good standing in a recognized Airshed Group is encouraged. (7-1-96)

072. -- 999. (RESERVED)

EXHIBIT B

Timber Sale Contract

STATE OF IDAHO TIMBER SALE CONTRACT
TS424099, SELWAY FIRE

Sale Name: SELWAY FIRE

Sale Number: TS424099

THIS CONTRACT is entered into this 19th day of June, 2015, by and between the State of Idaho, acting through the State Board of Land Commissioners, hereinafter referred to as the State, and IFG TIMBER, LLC of 4447 E. Chilco Road, Athol, ID 83801, hereinafter referred to as the Purchaser.

On the 19th day of June, 2015, pursuant to due notice and hearing and in full compliance with Idaho Code, Title 58, Chapter 4, and amendments thereto, the State offered for sale at public auction to the highest bidder the timber herein described and the Purchaser above named made the highest bid in the estimated sum of \$2,054,923.85 (net stumpage value).

The Purchaser has had the opportunity to inspect the forest products and sale area and enters into this contract in reliance on the Purchaser's own examination and not by reason of any representation by the State. The State does not warrant the merchantability, condition, quantity, quality, or grade of forest products. The products are conveyed "as is".

In consideration of and subject to the mutual covenants and promises herein contained, the State hereby agrees to sell, and the Purchaser hereby agrees to purchase, the following timber:

<u>Species</u>	<u>Gross Value/Unit</u>	<u>Estimated Quantity</u>
White pine	\$ 120.50	35 MBF
Ponderosa pine	\$ 116.70	0 MBF
Douglas-fir, Larch	\$ 161.45	90 MBF
Grand fir, Hemlock & SAF	\$ 144.09	3,565 MBF
Cedar	\$ 621.66	3,200 MBF
Cedar Products (optional)	\$ 10.00	0 MBF
Spruce	\$ 108.10	0 MBF
Lodgepole pine	\$ 150.60	0 MBF
Pulp (optional)	\$ 10.00	0 MBF
TOTAL:		6,890 MBF

standing or being on the following described land:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
Pts. SWNE, Pts. Lot 4	16	32N	07E
Pts. NWSE, Pts. S2SE	16	32N	07E

Sale is divided into the following units:

<u>Unit No.</u>	<u>Stumpage Value</u>
1	\$2,521,740.85
Total:	\$2,521,740.85
Less Development Credit:	\$ 466,817.00
Net Stumpage Value:	\$2,054,923.85

A map representing the sale boundary, cutting units, and other sale information is attached hereto as exhibit A and incorporated herein by reference.

FOREST PROTECTIVE DISTRICT: Maggie Creek
SALE ACREAGE: 167 acres
EXPIRATION DATE: June 19, 2017

STATE OF IDAHO TIMBER SALE CONTRACT
TS424099, SELWAY FIRE

It is further agreed between the parties as follows:

1. **INITIAL DEPOSIT:** The Purchaser has heretofore deposited \$205,492.39 with the State as required by Idaho Code Section 58-411. This initial deposit shall be retained by the State as a cash reserve for the duration of the contract until all contractual obligations are satisfied; the Purchaser shall not be entitled to any interest earned thereon. The State, at its discretion, may apply all or a portion of said deposit as final payment for forest products removed and/or other contractual obligations. Any balance remaining upon modification, early termination or completion per term 19 or 27 of the contract shall be refunded to the Purchaser.
2. **PERFORMANCE BOND:** Upon execution of this contract, the Purchaser shall file with the State a bond in the principal sum of \$308,300.00 in favor of the State. The bond shall be in a form acceptable to the State, conditioned upon the Purchaser's good faith compliance with all laws and rules of the State of Idaho applicable to the purchase, ownership, cutting and/or removal of timber on state lands, all provisions of this contract, and all terms and conditions imposed by the State. Upon failure of the Purchaser to maintain a bond in full force at all times during the life of this contract, the State shall have the right to cancel this contract. If a letter of credit is submitted in lieu of a bond, a substitute bond, a new credit, or an extension of the expiration date of the existing credit must be received by the State 30 days before the expiration of the credit; failure to provide this replacement 30 days prior to the expiration of the credit shall constitute a breach of this contract and shall be grounds for the State to present said credit for payment.

The State will consider, at its sole discretion, a reduction in the performance bond for a sale during the original contract period if all of the following conditions are met:

- a. A minimum of 1/2 the estimated sell value of the sale has been removed, billed, and paid for.
- b. All development work is complete and all development credits have been credited, including any development work associated with contract modifications.
- c. All contractual obligations are currently being met.
- d. Accounts are current on all State sales under contract with the Purchaser.

If all of the above circumstances are met, the performance bond can be reduced from 15 percent to 10 percent of the original sale value (rounding up to the next \$100).

The State will also consider a performance bond reduction at any time during the life of the contract in situations where above conditions b., c., and d., have been met, all volume has been removed, billed and paid for, and minor amounts of road maintenance, slash piling, or other miscellaneous work remain to be completed, but cannot be accomplished in a timely manner because of weather. In such cases, the bond can be reduced to an amount double the value of the outstanding work as estimated by the State.

3. **GUARANTEE OF PAYMENT:** Prior to cutting of any forest products, the Purchaser agrees to guarantee the payment for such products to be cut and/or removed by making a non-interest earning cash deposit, or filing a payment bond in a form acceptable to the State. The amount of such cash deposit or payment bond, exclusive of the initial deposit, shall be determined by the State and shall be at least equal to the estimated value of the amount of forest products to be harvested during the next 90 day period as estimated in writing by the Purchaser, except a cash deposit may be made in an amount equal to the entire value of the timber to be harvested from a cutting unit to be included in a cutting permit. The State reserves the right to call for additional cash deposits or increase of the payment bond if the State's appraisal of the products to be cut and/or removed exceeds the Purchaser's written estimate.
4. **STUMPAGE AND INTEREST PAYMENTS:** A stumpage summary of volumes scaled during the prior month and a statement of account shall be prepared by the State and forwarded to the Purchaser monthly. The statement shall include interest computed from the date of sale to the date of the billing at the rate of 6.00 percent per annum, and other charges as provided for in this contract. The Purchaser agrees to make prompt and timely payments within 30 days from the end of the billing period, or such payment shall be considered delinquent. Upon delinquency, all monies owed under the delinquent or current billings will be due and payable immediately. Prior to removal from the sale area, payment must be received for any forest products purchased on a lump sum basis.

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5. **ELECTRONIC REMITTANCE REQUIREMENTS:** Pursuant to Idaho Code Section 67-2026, contract payments of \$100,000.00 or greater must be paid by electronic funds transfer (EFT) as outlined in the Idaho State Treasurer's Electronic Remittance Guide. The Purchaser may, at his option, make payments less than \$100,000.00 by EFT. The Purchaser shall return a copy of the monthly invoice or billing letter to the Coeur d'Alene Forest Management Bureau 5 business days prior to making the EFT payment. Differences between the invoice amount and the EFT payment amount must be pre-approved by the State and specified on the return invoice. Failure by the Purchaser to make payment by EFT, when required, may result in damages assessed by the Idaho State Treasurer's Office.
6. **DELINQUENT PAYMENTS:** For each delinquent payment, the Purchaser shall pay the State a \$10.00 late charge plus interest at the rate of 6.00 percent per annum commencing from the end of the previous billing period. In addition to the delinquent payment late charge and interest, the State may recover the monies due utilizing the payment and/or performance bond.
7. **LOGGING AND OPERATION PLAN:** Prior to the commencement of any logging or road construction activities, the Purchaser shall file with the State an acceptable written logging and operation plan for that season of operations. This plan shall include: the area by legal subdivision(s) or cutting unit(s) upon which the Purchaser desires to operate; an estimate of the 90 day production schedule; size and type of equipment; name(s) of Purchaser representative(s) and of logging or company contractor(s); road construction schedule (if applicable); and the destination and approximate daily volume of all forest products to be removed. Any change in destination, volume, or hauling schedule shall require 3 days prior written notification to the State. Any change or deviation from this plan which increases the 90-day production schedule shall be submitted in writing to the State, prior to the increase in production.
8. **CUTTING PERMITS:** No forest products shall be cut under this contract until a cutting permit has been issued by the State. Thirty days written notice shall be given to the State describing by legal subdivision(s) or cutting unit(s) the area upon which the Purchaser desires to cut.

The current logging and operation plan must be approved by the State before a cutting permit will be issued by the State. The State may, at its discretion, require all forest products as designated under this contract on each cutting permit to be cut and scaled before a subsequent cutting permit is issued. In the event the Purchaser violates or breaches any term of this contract, the State may deny issuance of additional cutting permits until corrective action specified by the State is completed. The Purchaser shall give the State (Forester-in-charge) at least 3 business days written notice before cutting operations commence on any permitted area. Such notice shall be required prior to the initial operations and any subsequent operations following an operation shut down.
9. **DEVELOPMENT CREDITS:** The recovery of development credits shall be allowed on all forest products that are billed at the rate of 75 percent of each load value, until a total of \$466,817.00 has been recovered by the Purchaser.
10. **FIRE SUPPRESSION:** The Purchaser shall pay fire suppression fees in the amount of \$0.12 per MBF or \$0.021 per ton. Fire suppression fees shall be billed monthly.
11. **DAMAGES ASSESSED FOR UNAUTHORIZED CUTTING:** If a forest product not authorized for removal is cut, destroyed or damaged by the Purchaser, his agents, employees or subcontractors, and the forest product contains merchantable material, the Purchaser shall pay the State as damages a sum equal to twice the contract price, based on a scaling or measurement of said forest products by the State, plus the actual cost of scaling or measurement.
12. **DAMAGES ASSESSED FOR UNAUTHORIZED ACTIVITY:** If the Purchaser, his agents, employees, or subcontractors conduct any operation(s) during a period when he has been notified in writing by the State (Forester-in-charge) not to conduct such operation(s), the Purchaser will be assessed damages of \$1,000.00 for each day the operation(s) continues. Subsequent or continued violation shall constitute authorization to terminate the contract.
13. **SCALING PROCEDURES:**
 - a. All logs, poles and other forest products harvested under the terms of this contract shall be presented at such location and in such manner as may be designated by the State for measurement or scaling. Forest products scaled shall be scaled with the Scribner Decimal C Rule in accordance with rules of the State Board of Scaling Practices, except as noted in 13.e., by a qualified licensed scaler or scalers selected by the State.
 - b. With prior written approval of the State (Forester-in-charge), the Purchaser may haul forest products out of state and have the scaling performed out of state. Forest products hauled under this provision may only be hauled up to 85 air miles, as determined by the State (Forester-in-charge), beyond the Idaho state boundary prior to being scaled. Forest products sold by Scribner scale and hauled outside the 85 air mile zone must be off loaded and scaled within the 85 air mile zone. Forest products sold by weight may be directly hauled beyond the 85 air mile zone only to an approved destination with a certified weight scale.

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- c. Purchaser shall give the State at least 3 business days written notice prior to removing forest products from the sale area. The notice shall include the destination and approximate daily volume of all forest products to be removed. Such notice shall be required prior to the initial hauling of forest products and subsequent hauling following an operation shutdown, or any time a change in destination, volume, or hauling schedule occurs. The Purchaser shall notify the State (Forester-in-charge) prior to hauling on weekends or holidays.
 - d. Title to the forest products purchased hereunder shall pass upon receipt of payment for quantity removed.
 - e. All merchantable material, as defined under utilization specifications of this contract, which is not utilized, shall be subject to double the contract stumpage price as damages, plus the actual cost of scaling or measuring this material. Defects in merchantable material caused by negligence of the Purchaser shall not be allowed as a deduction when scaling material from this sale.
 - f. High value forest products found in low value sort loads and manufactured logs containing more than one type of forest product (sawlogs, cedar products, pulp) may be scaled to maximize the quantity of the highest value product or products.
 - g. Load ticket usage and damages assessed for non-compliance shall be in accordance with written Instructions For Using Load Tickets which are attached hereto as exhibit B and incorporated herein by reference.
 - h. The minimum net scale of any 1 scaling length shall be 10 board feet. Sawlogs not meeting minimum standards will be scaled as presented providing the piece contains 5 board feet which shall be recorded as 10 board feet minimum.
 - i. Measurement or scaling accomplished by the State shall be solely for the purpose of payment to the State for forest products harvested under the terms of this contract.
14. **CUTTING LIMITATIONS:** The advertised volume of forest products to be removed from the sale area is an approximation of the sale volume. The sale shall not be terminated when the advertised volume is reached; it shall be completed in accordance with the prescription designed for the sale area. Conversely, no additional forest products shall be made available if the volume removed is less than the advertised volume. The State retains the right to adjust the harvest prescription for purposes of protecting the site after notifying the Purchaser, documenting the justification, and receiving Land Board approval.
15. **BREACH OF CONTRACT:** In the event the Purchaser violates or breaches any terms of this contract, the State shall have the right to suspend operations of the Purchaser hereunder by order of the State (Forester-in-charge) followed by written notice within 5 working days. If such breach is not remedied within 30 days after such written notice, the State may terminate this contract, and the Purchaser shall have no further rights. Upon such termination, the State shall enter a forfeiture of the contract and all monies paid by Purchaser hereunder may be forfeited upon order of the State and action may be taken to recover damages from the Purchaser and surety or sureties.
16. **SECURITY AGREEMENT:** The State (secured party) hereby retains a security interest in the forest products sold to the Purchaser (debtor) under this contract and any subsequent modifications of this contract. The collateral shall consist of all forest products, including timber cut or to be cut, as described at the location identified in this contract or any addendum attached hereto. Rights, liabilities, and breach of contract by the Purchaser shall be determined in accordance with this contract. Signature of the parties to this contract shall constitute express approval of this security agreement.
17. **CONTRACT PERIOD AND EXTENSION:** All forest products purchased hereunder shall be cut and removed from the described premises prior to June 19, 2017, unless an extension is granted by the State as provided by Idaho Code 58-413, and State Board of Land Commissioners policy. Additional interest shall be computed from the date of sale to the date of billing at the rate per annum as determined by the State Board of Land Commissioners. At the end of the period or the last extension thereof, all forest products remaining upon said premises shall be the property of the State, and Purchaser's right to go upon said lands for the purpose of cutting and/or transporting any forest products shall terminate.
18. **ASSIGNMENTS:** This contract shall not be assigned without prior written approval of the State. Such approval shall not be unreasonably withheld.

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19. CANCELLATION: The Director, upon written request by the Purchaser, may terminate this contract if the Purchaser's performance is enjoined or otherwise prevented by judicial order either preliminarily or permanently, with no penalty to the Purchaser. No cancellation, termination, or forfeiture under any other provision of this contract shall relieve the Purchaser or its surety or sureties from liability to pay all costs and assessments due or payable under this contract at the time of such cancellation, termination or breach of contract.

20. RESPONSIBILITY:

- a. The Purchaser shall not be considered an agent of the State in any manner whatsoever. The Purchaser agrees to conduct its activities upon the premises so as not to endanger any person thereon and in accordance with Idaho Minimum Safety Standards and Practices for Logging.
- b. The Purchaser shall assume the liability for any damages, including damages caused by fire, or injury which results from the logging operation, and shall indemnify, save harmless and defend regardless of the outcome the State of Idaho, its officers, agents, and employees from the expenses of and against all suits, actions, claims, or costs and expenses and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations, neglect, or misconduct of the Purchaser, his employees, contractors, subcontractors, agents, or guests; or from any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.
- c. The Purchaser shall obtain and retain in force for the duration of this contract a Commercial General Liability Insurance policy, and an Automobile Liability Insurance policy covering owned, non-owned and hired autos. Said policies shall be written by an insurance company authorized to do business in the State of Idaho. The general liability policy shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insureds and shall stipulate that the insurance afforded by the Purchaser shall be primary insurance. The insurance policies shall protect the Purchaser and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, including damages caused by fire from equipment, which may arise from operations under this contract whether such operations be by the Purchaser, the Purchaser's employees, contractors, subcontractors, agents, or guests. Each policy shall provide for a limit of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 in the aggregate.
- d. The Purchaser shall carry Workers' Compensation Insurance as required by Idaho Code covering employees of the Purchaser.
- e. Upon execution of this contract, the Purchaser shall furnish a copy of insurance policies and insurance certificates showing proof to the State of current coverage. All insurance policies and certificates must be signed copies. The Purchaser will keep in force all required insurance until termination of this contract.
- f. The Purchaser shall be required to give the State 30 days' written notice prior to expiration or material change of any or all insurance policies and immediate written notice upon cancellation of any or all policies.

21. ROADS:

- a. Any roads constructed on state land for removal of forest products described herein shall be constructed on such locations and to such standards as specified in this contract. All merchantable forest products within the right-of-way shall be felled prior to earth moving operations. No forest products or stumps shall be buried in a road fill.
- b. The State hereby reserves right of ingress and egress on such roads for the purpose of management and removal of resources from other state lands, so long as the exercise of such reserved rights does not materially interfere with operations of the Purchaser under this contract. The State may assign all or portions of such reserved rights to other users of state resources provided that the State shall require assignees to contribute a reasonable amount of money, service, or materials for the improvement and maintenance of such roads.
- c. All roads constructed, improved and maintained on state land by the Purchaser herein shall, at the termination of this contract, revert to the State in their improved condition.
- d. Improvement work performed by the Purchaser relating to roads will be inspected by the State (Forester-in-charge) upon completion, and acceptance will be given when it is determined improvements comply with contract specifications.
- e. This contract shall not be cancelled until road requirements are satisfied. Roads shall not be used when logging operations will cause undue damage or necessitate excessive maintenance.

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22. APPOINTMENT OF REPRESENTATIVES: The State shall, each year or at such time as logging operations commence, designate a Forester-in-charge of sale administration. Purchaser shall designate an individual, in writing, who shall be responsible for proper compliance with all contract provisions which apply to the logging operation and who will be available on the sale area at all reasonable times for consultation with the Forester-in-charge.
23. PREWORK CONFERENCE: The Purchaser shall arrange with the State (Forester-in-charge) to review this contract and to examine the sale area before beginning any operation. A written plan of operation shall be developed and agreed upon between the State and the Purchaser before beginning any operations.
24. STRUCTURES: Any logging camp or other structure temporarily erected on state land in conjunction with this sale must have the prior approval of the State, and the Purchaser shall abide by all terms of a permit issued therefore by the State.
25. WASTE MATERIALS: Waste materials from logging operations such as crankcase oil, filters, grease, and all containers, machine parts, wire rope and other matter foreign to the natural woodland environment, shall be removed from state land and disposed of at the end of each day's operation. Any wastes remaining shall be removed by the State at the expense of the Purchaser.
26. COMPLIANCE WITH FEDERAL LAW, RULES AND REGULATIONS OF THE STATE BOARD OF LAND COMMISSIONERS, AND IDAHO CODE: The Purchaser shall comply with all laws and regulations of the United States, and all state laws and rules including without limitation the following:
 - a. The Idaho Forestry Act, Idaho Code, Title 38, Chapter 1.
 - b. The Idaho Forest Practices Act, Idaho Code, Title 38, Chapter 13.
 - c. The Idaho Stream Channel Alteration Act, Idaho Code, Title 42, Chapter 38.
 - d. The Standard Log Scaling Law, Idaho Code, Title 38, Chapter 12.
 - e. Transportation of Forest Products, Idaho Code Sections 18-4628, 18-4628A, 18-4629, and 18-4630.
 - f. Log Export Prohibition, Title 16 U.S. Code Sec. 620: Conservation (2004) and Title 50, Appendix 2406 i. The export of raw logs to a foreign country shall be prohibited from all Idaho State public lands. Substitution of State logs for private logs going to export is also prohibited. Violation of this prohibition shall be a contract violation and subject to penalties of triple the gross stumpage value and suspension from bidding on future state sales for up to 3 years.
27. FORCE MAJEURE: Should operational delay due to legal action or an unforeseen catastrophic occurrence materially change the value of forest products removed or significantly increase logging cost for this sale, the Purchaser may make a written request to the State for a contract modification which would make allowances for these conditions.
28. CIVIL RIGHTS: The Purchaser shall not discriminate against any person on the basis of such person's race, creed, color, sex, national origin or handicap.
29. INTERPRETATION: The paragraph or section headings are provided solely for the convenience of reference and are not intended to alter, limit or define the intent of the parties as expressed by the remainder of the text.

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30. SPECIAL TERMS:

a. Harvest Specifications

- (1) All trees, live or dead, lying within units 1 and 2 shall be felled and merchantable products removed as designated below:
- (2) Harvest specifications as designated below:
 - (a) Merchantable sawlogs shall be removed.
 - (b) Merchantable cedar products may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge). If the Purchaser elects to remove cedar products from any unit, removal of all designated cedar product material from that unit will be mandatory.
 - (c) Cedar products material 2 to 8 feet in length with a minimum shell of 3.5 inches usable wood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge). Cedar products material will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook.
 - (d) Merchantable pulpwood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge). If the Purchaser elects to remove pulpwood from any unit, removal of all designated pulpwood from that unit will be mandatory.
 - (e) Chipwood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge).
 - (f) Fuel wood (hogfuel) may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge).
 - (g) Topwood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in charge).
- (3) All damaged or diseased trees designated by the State (Forester-in-charge) shall be felled and merchantable products removed.

b. Utilization and Merchantability Standards

- (1) A sawlog is merchantable if it meets the following minimum specifications:
 - (a) A top diameter inside bark of 5.5 inches. A length of 8 feet, 6 inches and a net scale of 33.33 percent.
- (2) Merchantable cedar products are any chunk, log, top, or longbutt not meeting sawlog specifications, 8 feet or more in length, with a minimum shell of 3.5 inches usable wood, 33.33 percent usable wood for cedar products, and contains at least 10 board feet. Cedar product material will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook.
- (3) A merchantable pulplog is a chunk, log, top or longbutt not meeting sawlog or topwood specifications and is 12 feet or more in length, has pulpwood scale of at least 50 percent, and contains at least 10 board feet. Pulpwood will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook. Material removed with less than the above requirements will be scaled and billed at the contract price.
- (4) Topwood is that material which extends beyond the 5.5 inch minimum top diameter of a log meeting sawlog specifications. Topwood price will be based on the State quarterly minimum stumpage prices. Loads may be sample scaled at the discretion of the State. Sawlogs and cedar products exceeding topwood specifications will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook. Topwood may be manufactured, hauled and billed as designated below:

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- (a) Purchaser may choose to extend log lengths beyond the 5.5 inch minimum top diameter of a log meeting sawlog specifications to achieve a preferred log length. If topwood is manufactured and hauled attached to merchantable sawlog material, topwood is that material which extends beyond the 5.5 inch minimum diameter of a log meeting sawlog specifications. Topwood manufactured and hauled attached to merchantable sawlogs will be sold on a lump sum basis. Lump sum payment must be received in advance of hauling topwood attached.
 - (b) Purchaser may choose to manufacture and haul topwood separately from other forest products. If hauled separately, topwood is defined as having a top diameter inside bark of less than 5 inches and a total length of 20 feet plus trim or less. Total length may include a minimal volume of merchantable sawlog. Harvest operations which assure maximum recovery of higher value products are required before topwood is manufactured. Topwood manufactured and hauled separately will be sold by weight.
- (5) Chipwood is any chunk, log, top, longbutt or tree designated for harvest, which does not contain merchantable sawlog, topwood, pulpwood or cedar product material. Chipwood volume will be billed lump sum or by weight at the pulpwood price. Loads may be sample scaled at the discretion of the State. Sawlog, pulpwood and cedar product material will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook.
- (6) Fuel wood is any limb, chunk, log, top, longbutt or tree designated for harvest, which does not contain merchantable sawlog, pulpwood or cedar product material. Fuel wood will be sold lump sum or by weight based on a minimum rate of \$0.20 per green ton.

c. Harvest Procedures

- (1) Logging practices and equipment which minimize damage to soil, reproduction, and reserve timber shall be required.
 - (2) Stream channels shall be kept clear of slash and other debris and no ground based equipment or decking will be permitted in these areas. Crossing may be allowed with prior approval of the State (Forester-in-charge). Ground based equipment will not be allowed within 75 feet of Class I stream channels or within 30 feet of Class II stream channels or wet areas.
 - (3) Slash and other debris deposited in any stream as a result of logging operations shall be removed and deposited at least 5 feet above the ordinary high watermark using care to minimize damage to stream channels and banks.
 - (4) The Purchaser shall ensure that prior to moving to the sale area, all off-road equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds, as determined by the State (Forester-in-charge). "Off-road equipment" includes all logging and construction machinery or vehicles that travel off designated roads or adjacent landings as specified on the sale area map. Equipment shall be considered clean when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required. Cleaning shall not take place on State land.
- (5) Felling and Bucking
- (a) Feller bunchers will not be allowed on slopes over 45 percent.
 - (b) Feller bunchers shall be restricted to State (Forester-in-charge) approved skid/felling trails. Exceptions must be approved in advance by the State (Forester-in-charge).
 - (c) Stump height shall not exceed 12 inches above ground line as measured on the uphill side of the stump on tractor yarding areas. Stump height may exceed 12 inches above ground line on cable yarding areas or as approved in writing by the State (Forester-in-charge).
 - (d) All trees shall be cut to a top diameter inside bark of 5.5 inches. If the Purchaser elects to remove topwood according to a written plan approved by the State (Forester-in-charge), trees may be cut to a top diameter less than 5.5 inches, as directed by the State (Forester-in-charge).
 - (e) Limbing, topping and longbutting shall be done prior to skidding on cable yarding areas in unit 1 or as designated by the State (Forester-in-charge). Limbing, topping, and longbutting shall be done on the landing on the tractor yarding areas.

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(6) Yarding

(a) Tractor, prescriptive and cable yarding methods are required on this sale. These methods shall be used in areas designated for them by the State (Forester-in-charge), as shown on the attached map (Exhibit A).

(b) Tractor

- 1) Tractors shall be equipped with a properly functioning winch with at least 50 feet of winch line.
- 2) Grapple skidders shall only be allowed on trails designated by the State (Forester-in-charge).
- 3) The location and use of new and existing trails shall be approved by the State (Forester-in-charge) prior to felling operations. The Purchaser may be required to flag trail locations for approval by the State (Forester-in-charge).
- 4) Trails shall not follow the bottoms of draws or streams.
- 5) Go-back trails shall only be constructed on locations approved by the State (Forester-in-charge).
- 6) Tractors shall be kept on designated trails. Where the winch line will not reach, the tractors may be backed off the trail in the direction of the line of skid.
- 7) Feller bunchers may be allowed to bunch material for the processor with prior written authorization from the State (Forester-in-charge). Feller bunchers shall be restricted to State (Forester-in-charge) approved felling/skid trails. Exceptions must be approved in advance by the State (Forester-in-charge).

(c) Prescriptive Yarding

- 1) Approximately 58 acres of the sale area shall be prescriptive yarded. A harvest plan will be developed by the purchaser and approved by the State (Forester-in-charge), with the following constraints:
 - (a) No constructed skid trails except as authorized by the State (Forester-in-charge).
 - (b) No use of ground based yarding equipment on slopes exceeding 45%.
 - (c) All other terms of the contract related to tractor and cable yarding will be enforced in prescriptive harvesting areas.

(d) Cable

- 1) Approximately 68 acres of the cable yarding area may require tracked cable yarding equipment capable of traveling off road up to 45 percent gradient, as approved by the State (Forester-in-charge).
- 2) Off road cable yarding may require forwarding logs with distances up to 800 feet from the yarding location to a drivable road.
- 3) Cable yarding equipment shall be equipped with a locking carriage and shall have lateral skidding capability of 75 feet.
- 4) Intermediate supports, extended tailholds, elevated tailholds, supplemental anchors, forwarding, or extended yarding distances may be required as determined by the State (Forester-in-charge).
- 5) Complete suspension is required when yarding across stream protection zones (SPZ's) and riparian management zones (RPZ's).
- 6) Rub trees shall be used to prevent excessive sideways movement of the mainline and skyline.

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- 7) Reserve trees will not be used as rub, guy, or tailhold trees without prior written approval from the State (Forester-in-charge). Approved protective devices will be used when anchoring to leave trees.
- 8) Any damaged rub, guy, or tailhold tree designated by the State (Forester-in-charge) shall be felled and merchantable products removed.
- (7) Yarding across or along main, secondary, and surfaced roads shall be approved in advance by the State (Forester-in-charge). Damage to roads shall be repaired by the Purchaser at their expense, as directed by the State (Forester-in-charge).
- (8) Optional products yarded to the landing, but not hauled, shall be decked separately from other landing debris as designated by the State (Forester-in-charge).
- (9) Landing and decking locations shall be approved by the State (Forester-in-charge) prior to construction.
- (10) Peeling or splitting of cedar product material will not be allowed on State land.
- (11) Cedar product material shall be hauled on log trucks when possible. Products too short to be hauled on standard log trucks may be hauled on other trucks with prior written approval of the State (Forester-in-charge). Any material hauled on other than approved trucks shall be considered trespass.
- (12) Logging operations shall not be conducted when conditions are such that excessive soil compaction, erosion, or tree damage will result, as determined by the State (Forester-in-charge).

d. Hazard Management

- (1) Landing debris and debris located along sale roads, except debris within a constructed filter windrow, shall be grapple piled to facilitate burning. Slash and debris deposited on the fill slope of the roads and landings shall also be pulled up and piled. Piles will be dirt free and constructed as approved by the State (Forester-in-charge) as logging progresses.
- (2) Piling of debris within the SPZ of any stream, within 30 feet of any wet area, or within 20 feet of any living tree shall not be permitted.
- (3) No slash or logging debris shall be left outside the marked cutting unit or sale boundary.

e. Road Maintenance and Erosion Control Specifications

- (1) Hauling will not be allowed between November 1 and April 30 unless erosion control measures specified by the State (Forester-in-charge) are installed by the Purchaser at his expense.
- (2) Erosion control specifications will be as follows:
 - (a) Erosion control measures shall be installed as operations progress, at the end of each logging season, prior to freeze-up when winter logging is anticipated, or as designated by the State (Forester-in-charge).
 - (b) Cross-ditches installed in roads, skid trails, and firelines shall slope diagonally down grade at an adequate angle to divert water from the road or skid trail. Each ditch shall be cut into the roadbed, tied to the cut bank, sloped to the shoulders, open at the lower end, and capable of diverting water flow completely off the road at that point.
 - (c) Rolling dip or cross-ditch spacing shall be approximately as follows: 0-4 percent, 150 feet; 5-10 percent, 100 feet; 11 percent and greater, 50 feet; or as designated by the State (Forester-in-charge).
- (3) The Purchaser shall be responsible for maintaining any and all gate closures accessing the sale area during periods when public access is restricted. The Purchaser will furnish a lock to provide access during these closure periods. The Purchaser will be responsible for any and all damage caused by said gates being left open by the Purchaser or the Purchaser's employees, contractors, subcontractors, agents or guests.

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- (4) Damage to culverts, fences, cattle guards, gates, and other improvements will be repaired immediately. Repairs shall be made to the previous conditions as determined by the State (Forester-in-charge) or the State (Forester-in-charge) will hire the work done at the Purchaser's expense.
- (5) Access roads are defined as beginning on the sale area and terminating at the State Property Line.
- (6) Access roads will be kept open at all times as designated by the State (Forester-in-charge).
- (7) All roads designated by the State (Forester-in-charge) will be barricaded to vehicular traffic.
- (8) Access roads shall be maintained to acceptable standards as determined by the State (Forester-in-charge).
- (9) Surfaced access roads are defined as beginning at Selway River County Road and terminating on the USFS 652 Road at the State Property Line.
- (10) Maintenance work shall include keeping the road surface graded, the berm on the outside edge removed, the inside ditches open, culverts and culvert catch basins clean, rolling dips and sediment traps maintained, and dust abatement as needed. Side casting of surface material shall be minimized by spreading the material on the road surface. Damaged culverts will be repaired or replaced at the Purchaser's expense.
- (11) Access roads will be graded within 3 days of notification by the State (Forester-in-charge).
- (12) Cross-ditching and road maintenance shall be done in a satisfactory manner or the State will hire it done at the Purchaser's expense.
- (13) Snow berms resulting from winter logging will be removed or breached by the Purchaser as designated by the State (Forester-in-charge).

f. General Sale Administration

- (1) A unit will be cleared when contractual requirements have been satisfactorily completed on that unit, as determined by the State (Forester-in-charge).
- (2) Logging will proceed in a systematic manner through the sale area as determined by the State (Forester-in-charge).
- (3) When final clearance has been granted by the State (Forester-in-charge) for any unit, the State reserves the right to initiate forest improvement and hazard reduction activities on that unit.
- (4) The Purchaser shall post warning signs regarding hauling and logging operations along roads and at access road junctions and shall utilize flaggers with felling operations are next to the USFS 652 Road and at other locations requested by the State (Forester-in-charge).
- (5) Roading tracked logging and/or road construction equipment across the bridge crossing of Selway River is not permitted without prior written approval from the State (Forester-in-charge). Weight limits established for the Swiftwater Bridge on the USFS 470 Road shall be adhered to for the hauling of forest products and equipment.
- (6) Hauling operations from timber harvesting and development work will not be allowed from noon on Friday through Sunday and on holidays without prior approval of the State (Forester-in-charge).
- (7) The Purchaser shall submit a written Development and Harvest Plan to include approximate start-up and completion dates for the various phases of development and harvest work within two weeks of the contract execution. The Development and Harvesting Plan shall be approved by the State (Forester-in-charge). Alteration to the plan shall be in writing and approved by the State (Forester-in-charge).

g. Developments

- (1) Approximate development locations are shown on the attached map and/or development log. The State reserves the right to make reasonable alterations in the system through written directions to the Purchaser.
- (2) A track mounted excavator, with an operating thumb, will be required as designated by the State (Forester-in-charge) for the following:

STATE OF IDAHO TIMBER SALE CONTRACT
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- (a) road construction
 - (b) areas with sideslopes greater than 40 percent
 - (c) culvert installation and/or removal
 - (d) cut slope reconstruction
 - (e) filter windrow construction
 - (f) right-of-way slash piling
- (3) At locations described in the development log, fill shall be placed in lifts with each lift compacted by approved equipment. Fill lifts shall not exceed 8 inches in loose thickness. The fill material shall not contain rocks greater than 8 inches in diameter. All fill material shall have a moisture content, which allows compaction. Each lift shall be compacted by a vibratory roller type compactor.
- (4) Approximately 3.43 miles of spur road shall be constructed on locations designated by the State (Forester-in-charge). The standards of construction are:
- (a) Finished road construction will be kept concurrent with pioneering. A maximum of 1,500 feet of unfinished road will be allowed as determined by the State (Forester-in-charge). Failure to comply will result in cessation of pioneering until roads are brought up to standard.
 - (b) Individual roads will be constructed to grades designated by the State (Forester-in-charge).
 - (c) Clearing and windrowing and/or piling of slash and debris at the downslope edge of the cleared area shall be required prior to earthmoving.
 - (d) The area affected by the disposal of right-of-way slash and debris shall be kept to a minimum by concentrating this material at selected locations in piles at the toe of the fill slope.
 - (e) Right-of-way slash will not be piled or windrowed against standing trees.
 - (f) Right-of-way slash will be piled with a grapple as designated by the State (Forester-in-charge).
 - (g) On ground with side slopes greater than 45 percent, slash will be windrowed at the toe of the fill slope. On ground with side slopes less than 45 percent, slash will be piled as specified by the State (Forester-in-charge).
 - (h) All stumps, root wads, and other organic debris shall be grubbed within the cut slope, running surface, and fill zones.
 - (i) New construction and reconstruction shall not be permitted when either frozen soil or excessive soil moisture prevents satisfactory soil compaction as determined by the State (Forester-in charge).
 - (j) Spur Roads
 - 1) Right-of-way clearing width: 60 feet slope distance with additional width as necessary to accommodate cuts and fills, 5 feet above the top of the cut slope to 10 feet below the toe of the fill slope.
 - 2) Excavated width: 16 feet with a 1 foot inside ditch, as required.
 - 3) Road surface shall be shaped as designated in the development log.
 - 4) Turnouts: at least 4 per mile, plus 1 at the end of each road. Landings of suitable width will suffice.
 - (k) All stems along the road, which protrude or lean into the residual stand, must be felled and merchantable products removed.
 - (l) All stumps shall be removed for a distance of 2 feet above the top of the cut slope as measured by the State (Forester-in-charge).

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- (m) Rolling cross drainage structures will be built as specified in the development log and the design on file at the local Idaho Department of Lands office.
- (n) Unless otherwise designated in the development log, cut slopes shall be approximately as follows: 0-60 percent side slope 1:1 ratio (horizontal to vertical), over 60 percent side slopes 3/4:1 ratio (horizontal to vertical) with full benching required and surplus material deposited at locations designated by the State (Forester-in-charge).

Fill slopes shall approximate but not exceed a 1.5:1 (horizontal to vertical). At locations designated in the development log or unstable areas as determined by the State (Forester-in-charge), a horizontal or insloped bench shall be excavated into natural soil at the toe of the fill slope before the fill is placed.

- (5) Approximately 0.39 miles of spur road shall be reconstructed and/or improved on locations designated by the State (Forester-in-charge). The standards are:

- (a) Individual roads will be reconstructed to grades specified by the State (Forester-in-charge).
- (b) Clearing and windrowing and/or piling of slash and debris at the toe of the cleared area shall be required prior to earthmoving.
- (c) The area affected by the disposal of right-of-way slash and debris shall be kept to a minimum by concentrating this material at selected locations in piles at the toe of the fill slope.
- (d) Right-of-way slash will not be piled or windrowed against standing trees.
- (e) Right-of-way slash will be piled with a grapple as specified by the State (Forester-in-charge).
- (f) All stumps, root wads, and other organic debris shall be grubbed within the cut slope, running surface, and fill zones.

- (g) Spur Roads

- 1) Right-of-way clearing width: 40 feet slope distance with additional width as necessary to accommodate cuts and fills, 5 feet above the top of the cut slope to 10 feet below the toe of the fill slope.
- 2) Excavated width: 16 feet with a 1 foot inside ditch, as required.
- 3) Road surface shall be shaped as designated in the development log.
- 4) Turnouts: at least 1 per mile, plus one at the end of each road. Landings of suitable width will suffice.
- (h) All stems along the road, which protrude or lean into the residual stand must be felled and merchantable products removed.
- (i) All stumps shall be removed for a distance of 2 feet above the top of the cut slope as measured by the State (Forester-in-charge).
- (j) Rolling cross-dip drainage structures will be built as specified in the development log and the design on file at the local Idaho Department of Lands office.
- (k) Unless otherwise designated in the development log, cut slopes shall be approximately as follows: 0-60 percent side slope 1:1 ratio (horizontal to vertical), over 60 percent side slopes 3/4:1 ratio (horizontal to vertical) with full benching required and surplus material deposited at locations designated by the State (Forester-in-charge).

Fill slopes shall approximate but not exceed a 1.5:1 (horizontal to vertical). At locations designated in the development log or unstable areas as determined by the State (Forester-in-charge), a horizontal or insloped bench shall be excavated into natural soil at the toe of the fill slope before the fill is placed.

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- (6) The Purchaser shall furnish and install the following amounts of new corrugated steel culvert with annular ends and new annular corrugated steel bands as needed. Spiral corrugated culvert will be acceptable providing re-corrugated ends or other acceptable banding methods are used at connections. All culverts shall meet requirements of the American Highways and Transportation Officials (AASHTO) specifications and shall be installed according to the manufacturer's recommendations:

<u>Lineal Feet</u>	<u>Band Width</u>	<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation Width</u>
1,270	12"	24"	16	2 2/3" x 1/2"
330	12"	36"	14	3" x 1"

- (7) Culverts will be installed at locations designated by the State (Forester-in-charge). All culvert installations shall comply with the following specifications:
- (a) IDAPA 37, TITLE 03, Chapter 07, Stream Channel Alteration Rules.
 - (b) All culverts shall be bedded in an earth foundation of uniform density which has been shaped to the desired camber, and to conform to the shape of the pipe for at least 10 percent of its diameter. The bedding shall afford a uniform, firm and true bed, free from projecting stones, roots, or other irregularities for a depth under the culvert of not less than 0.5 inch per foot height of fill over the pipe with a minimum allowable thickness of 4 inches. Fill material shall be reasonably well graded and compacted and shall not contain large quantities of silt, sand, organic matter, or debris.
 - (c) All culverts shall be so laid that the distance from the finished road surface to the top of the pipe shall not be less than 0.33 of the diameter of the pipe with a minimum of 12 inches, or as designated by the State (Forester-in-charge).
 - (d) All culverts shall be laid with separate sections joined firmly together and shall coincide closely with the existing stream channel, both in gradient and in alignment, or as designated in the development log. Catch basins and riprap are required at the upper end of culverts designated in the development log. Splash basins with riprap are required at the lower end of culverts designated in the development log and in cases where water will erode the fill, as designated by the State (Forester-in-charge).
 - (e) All fills over and around culverts shall be compacted with a mechanical tamper. Each lift will have a minimum of 3 complete passes, with each lift having a maximum thickness of 6 inches.
 - (f) Any culvert which is not of true alignment, shows any undue settlement after being laid, is damaged, or is not functioning properly, shall be taken up and relaid or replaced by the Purchaser.
 - (g) Any unused culvert and associated material becomes the property of the State and shall be delivered in good condition to a location specified by the State (Forester-in-charge) before cancellation of the sale contract.
 - (h) All culvert installation shall be done during periods of low water.
 - (i) Riprapping shall be completed at the time of culvert installation wherever there is potential for erosion.
- (8) Roads will be brought up to final grade near stream crossings at time of culvert installation as designated by the State (Forester-in-charge). Failure to comply will result in immediate cessation of all road construction activities.
- (9) Logs from right-of-way timber only may be transported on semi-finished roads. Individual roads shall be completed to specified standards before general logging operations will be permitted on adjacent areas. Any deviation must have prior written approval of the State (Forester-in-charge).
- (10) Surfacing
- (a) The Purchaser shall furnish, apply, and compact approximately 200 cubic yards of large pit run rock 36" inches diameter maximum size for culvert armoring and slump repair on locations designated by the State (Forester-in-charge).
 - (b) The Purchaser shall apply, and compact approximately 3,000 cubic yards of 4 inch minus pit run rock on locations designated by the State (Forester-in-charge).

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- (c) The Purchaser shall apply and compact 4 inch minus pit run rock for a surface layer, at designated locations, to the following specifications:
 - 1) Length of Road – 0.78 miles
 - 2) Width of Rocked Driving Surface – 16 feet plus turnouts
 - 3) Compacted Depth of Rock – 6 inches
- (d) Pit run rock shall be compacted with a (vibratory) roller.
- (e) Prior to surfacing, the Purchaser will complete the following items:
 - 1) Widen the road to a 16 foot subgrade surface.
 - 2) Construct a 1 foot inside ditch.
 - 3) Clean the existing ditches and culvert catch basins.
 - 4) Grade the subgrade.
 - 5) Outslope, inslope, or crown the subgrade as specified in the development log or by the State (Forester-in-charge).
- (f) A license agreement, including reclamation plan from Idaho Department of Lands for development and use of the Wilson Ridge State rockpit is available for inspection at the Idaho Department of Lands office in Kamiah, Idaho. The performance bond covering this contract will guarantee all terms and conditions of this permit and reclamation plan.
- (g) Rock will not be applied when subgrade conditions are not suitable as determined by the State (Forester-in-charge).
- (h) Rocking shall be completed before hauling of logs will be permitted, with the exception of right-of-way timber. Any deviation must have prior written approval of the State (Forester-in-charge).
- (i) Compliance will be determined by the State (Forester-in-charge) based on random measurements of specified minimum width, length and depth of gravel placed on the road.
- (j) Hard rock in place or boulders, which protrude from and extend above the road surface shall be removed or covered by a minimum of 6 inches of approved cushion material. Cushion material shall consist of crushed or angular pit run rock with a maximum particle size of 4 inches. Cushion material shall be applied to match the existing road grade and feathered into the road bed to create a smooth running surface.
- (11) Any additional roads the Purchaser wishes to construct shall be built to the above listed specifications and shall require prior written approval from the State (Forester-in-charge).
- (12) The Purchaser shall furnish and install 1 painted gate(s) constructed according to plans on file with the Idaho Department of Lands. Purchaser shall install gate(s) at location(s) specified by the State (Forester-in-charge) or as directed in the development log.
- (13) Improvement work performed by the Purchaser relating to roads will be inspected by the State (Forester-in-charge) upon completion, and acceptance will be given when it is determined improvements comply with contract specifications.
- (14) The Purchaser shall purchase 100, six foot metal "T" posts to be installed of above culverts for debris traps as designated by the State (Forester-in-charge). All debris traps will be installed concurrent with culvert installation and maintained during the life of the contract. Any unused posts will be returned to the local Idaho Department of Lands office.

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h. Access

- (1) Access is available over roads jointly owned by Mr. Morgan Wright and Mr. Rick Sutter. Easement was obtained by the USFS making these roads all access public roads. The road will be maintained in accordance with the agreement(s) available for inspection at the local Idaho Department of Lands office.
- (2) The Purchaser shall comply with all requirements and regulations stipulated in the above access agreement(s).
- (3) The performance bond covering this contract shall guarantee all terms of the above access agreement(s).

STATE OF IDAHO TIMBER SALE CONTRACT
TS424099, SELWAY FIRE

IN WITNESS WHEREOF, The parties hereto have caused these Presents to be duly signed and executed the day and year first above written.

STATE OF IDAHO acting through the
STATE BOARD OF LAND COMMISSIONERS



Idaho Department of Lands Representative

Robert Helmer

Print Name

Chief, Bureau of Forest Management

Title

As the Purchaser or the Purchaser's Representative, my signature certifies and declares under penalty of perjury that I am duly authorized to sign this timber sale contract and that I have knowledge of the facts and terms set forth in this instrument.

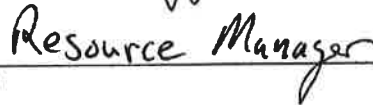
IFG TIMBER, LLC
Purchaser



Purchaser Signature



Print Name



Title

Purchaser Signature

Print Name

Title

EXHIBIT A
Page 1 of 2

SALE MAP

TS424099
SELWAY FIRE

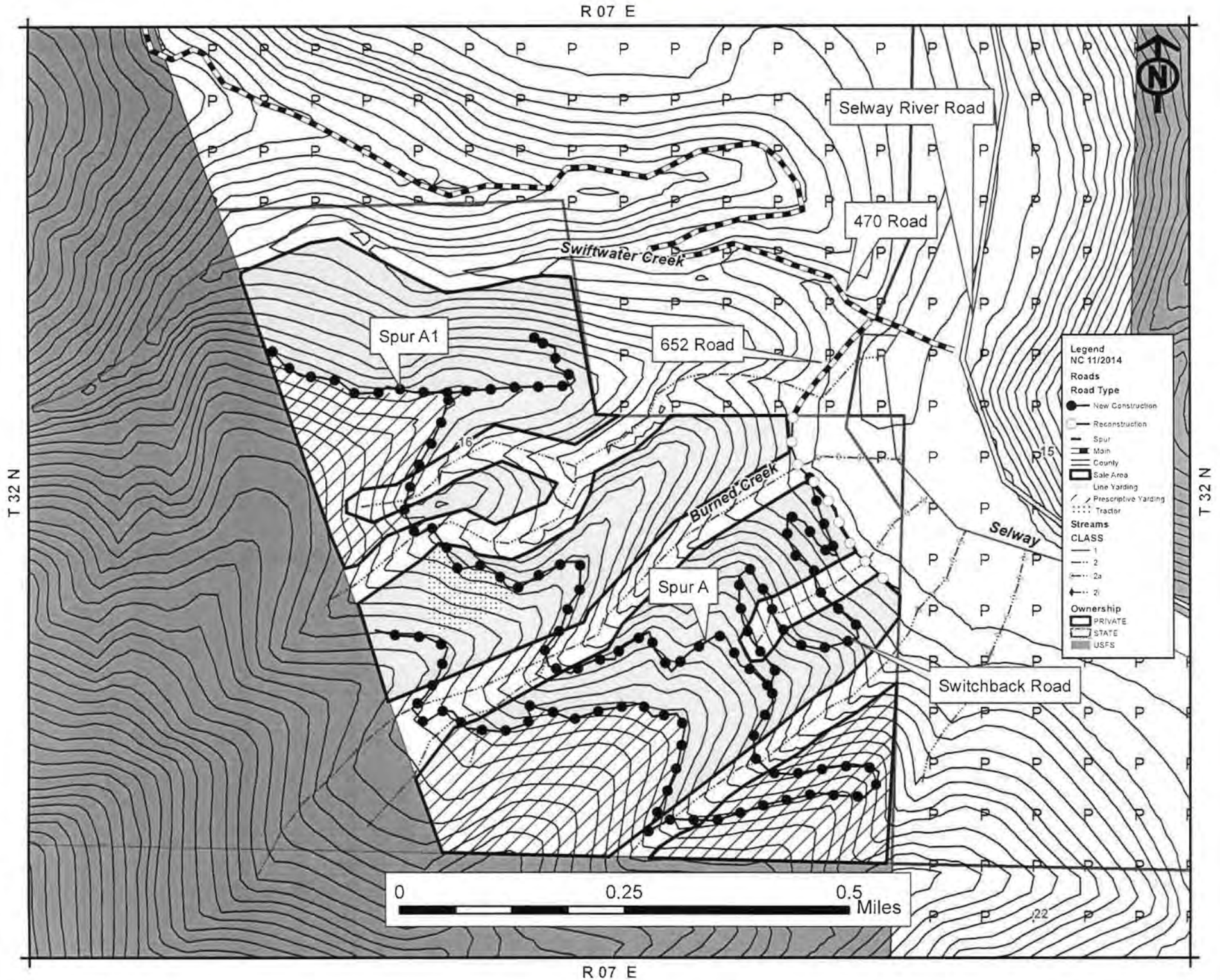
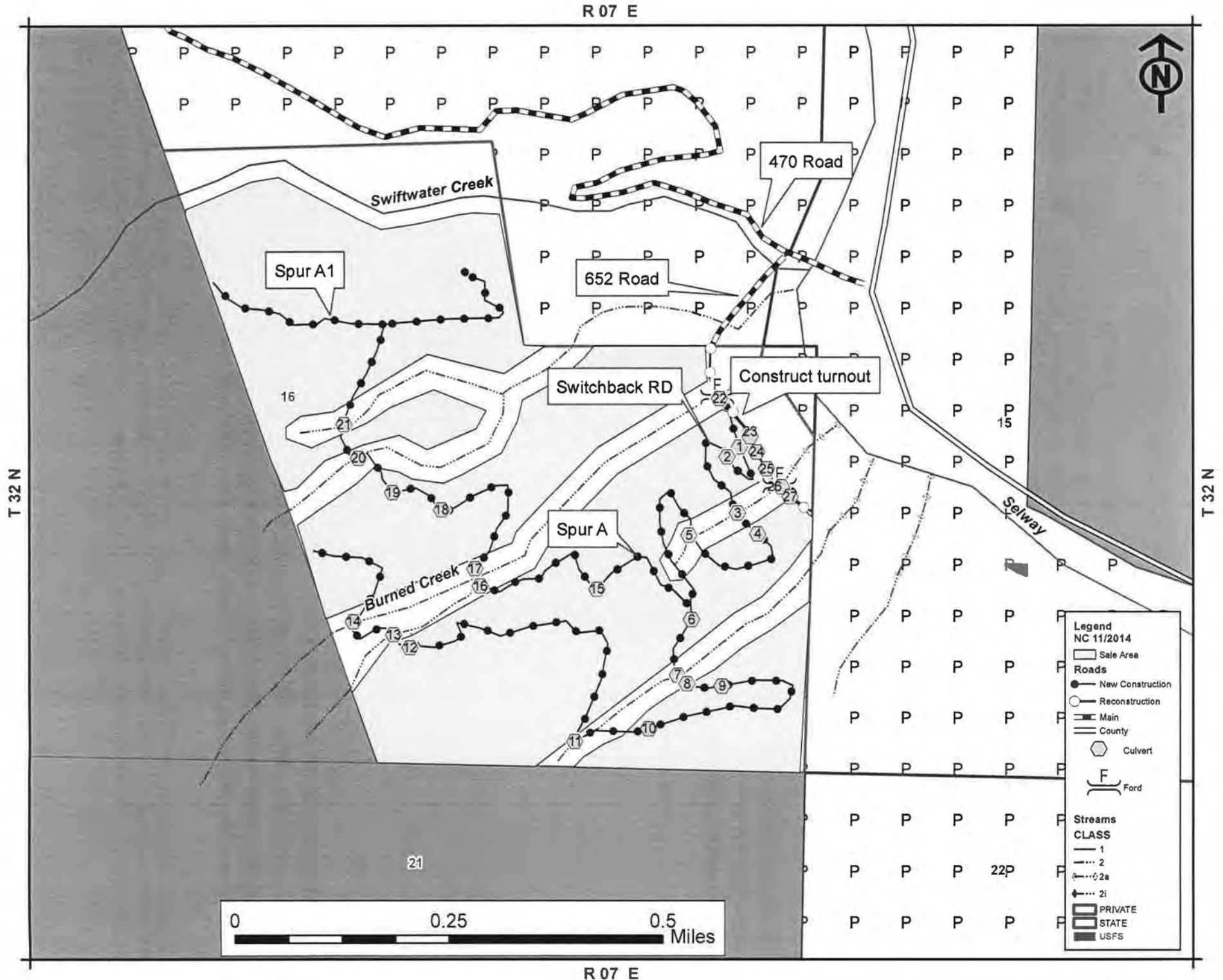


EXHIBIT A
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DEVELOPMENT MAP

TS424099
SELWAY FIRE



R 07 E

STATE OF IDAHO DEPARTMENT OF LANDS

Instructions for Using Load Tickets

January 5, 2015

INTRODUCTION

Purchasers of state timber sales will be required to use load tickets when hauling logs, poles, split cedar or any other timber products from sales. Usage will be in compliance with state law, Idaho Code 18-4628, 18-4628A, 18-4629, and 18-4630.

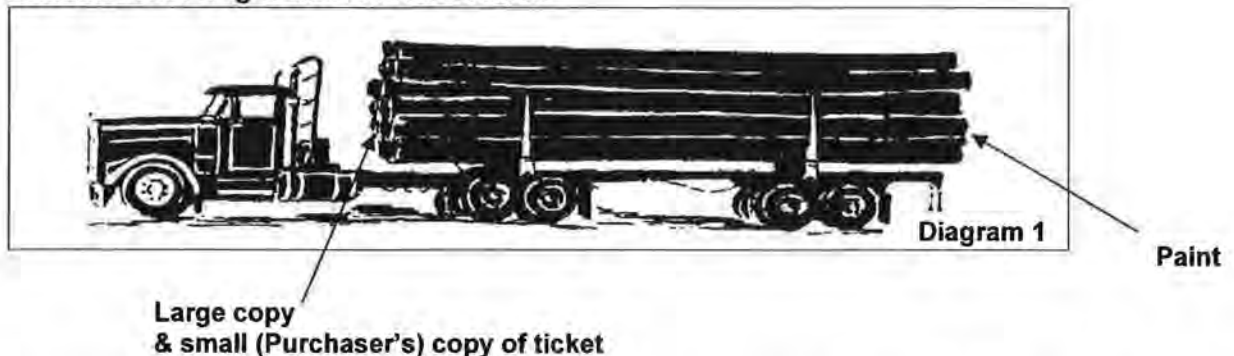
The state will furnish preprinted load tickets which are numbered and assigned to one specific sale only. The sale purchaser will designate the individual responsible to sign for and accept these tickets. Usage will be in compliance with state laws cited above.

After scaling, load tickets should be acceptable proof of ownership when such tickets specify:

- a. Name of sale and purchaser;
- b. Date of load removed;
- c. Name of truck driver;
- d. Sale contract/permit number;
- e. Delivery point.

GENERAL

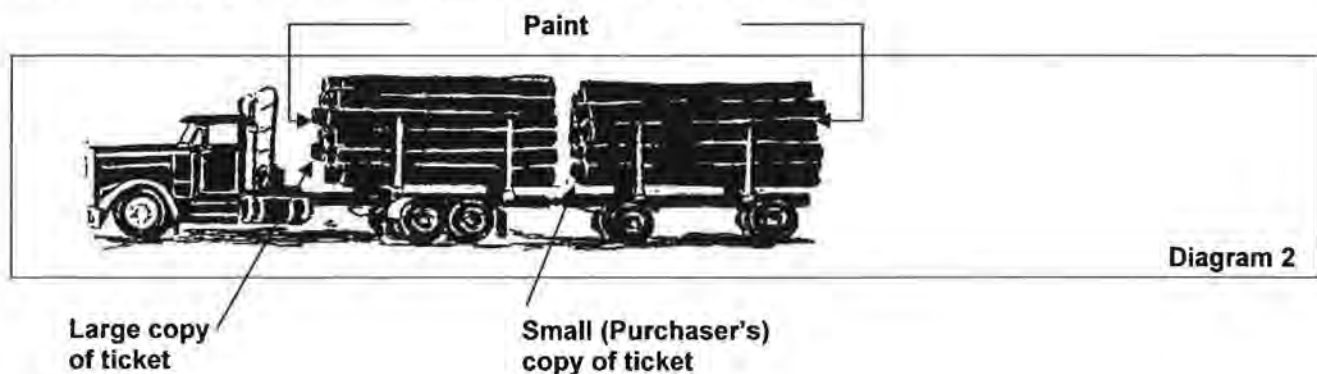
1. All loads of logs, poles, split cedar or any other timber products shall have a load ticket fastened securely to the load when it leaves the woods landing, and the same ticket shall be securely fastened to the load upon delivery to designated landing.
2. Load tickets will be furnished by the state for each sale, and one ticket shall identify the one load and no other load.
3. Unused load tickets must be turned in to the state before the sale is cancelled or upon request by the state.

TRUCK CONFIGURATIONS**Conventional Log trucks or Self Loader**

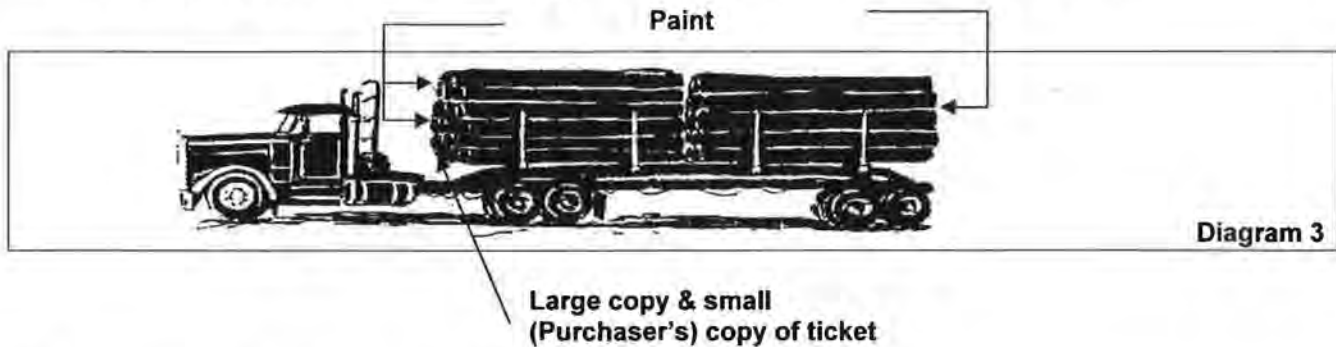
1. Load tickets will be furnished by the state for each sale contract. They are bound in pads of consecutively numbered tickets. Only these load tickets will be allowed to be used on the specific sale. These tickets will be applied, one number for each load of timber products, in a progressive manner, starting with the lowest number first.

2. The truck ticket is a three-part ticket with the same number printed on each portion. Distribution of these portions is as follows:
 - a. The two portions of the truck ticket (parts 1 and 2) are to be fastened **securely** to the end of a log on the **lower left front** of a load of logs, poles, or other timber products. On landings where weight is used, the small portion of the truck ticket may be carried in the truck cab and presented to the weight clerk when the load is delivered at the landing, **if approved by the State (Senior Scaler)**. The large portion must be stapled to the load as described above and remain on the load. The portion or portions shall be folded together in such a manner as to protect the writing, but they are not to be mutilated in any manner. In adverse weather, they will be placed in a plastic bag which, in turn, will be stapled through the ticket, securely to the **front** of the load.
 - b. Each portion will be filled out completely, listing species, date, driver's name, products, name of sale, contractor, purchaser and destination.
 - c. The small portion (purchaser's copy) is to be retained by the sale purchaser; the large portion (state copy) is for the state's records.
 - d. The large portion will be fastened to the scale sheet used to record the scale of the load. These will be retained by the department's scaler or given to the department's scaler upon request, or taken off and placed in the IDL box or returned to the State (Forester-in-charge) on direct sale and lump sum sale loads. In case of sample weight, the purchaser is required to furnish the state a copy of weight tickets for all loads weighed. All weight sampled loads must have a gross weight taken at a state certified scale before leaving the 85 mile IDL scaling limit. Weight tickets will be machine-stamped showing gross and tare weights. Tare weight shall be secured immediately following unloading of each load unless approved otherwise by the State (Senior Scaler). A printed copy of the weight slip showing gross and tare weights shall be returned with the IDL copy of the load ticket unless other arrangements are made with the State (Senior Scaler).
3. The third part of the ticket remains attached to the ticket book, and is returned to the State.
4. The last three digits of the load ticket number used for the load, the sale name (abbreviated), and the initials "IDL" or the word "state" shall be painted in a visible color on the end of one or more logs as follows: On the front of the load for poles; OR on the rear of the load for sawlogs or other forest products. This procedure is the same when painting more than one end on any truck configuration.

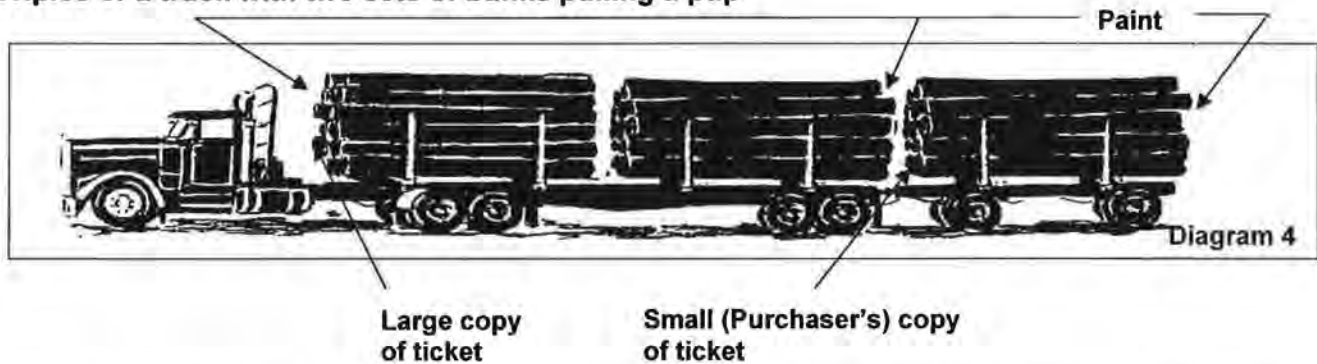
Truck and a pup or truck with one set of bunks pulling a trailer



The Banana, Hayrack or a truck hauling two bunks of short logs on the same truck



Triples or a truck with two sets of bunks pulling a pup



5. In all truck configurations the large copy of the ticket is to be stapled to the end of the log on the lower left front of the load of logs. The small copy (Purchaser's), if needed, is to be stapled as **Diagrams 1-4** show. Follow instructions on **Page 2, #2**.
6. When painting a load follow instructions on **Page 2, #4**.

Trailer Vans

1. Forest products hauled in trailer vans will be paid for either on a lump sum or a weighted (per ton) basis.
2. A truck ticket will be assigned to each van load leaving the sale area.
3. Truck tickets assigned to each van load need not be fastened to the load, but must accompany the load to its destination and be returned by the purchaser to IDL on a regular basis.
4. Weight payment sales require the weighing of each van load on an Idaho state certified scale.
5. Each weighed load will have a printed weight load ticket showing gross and tare (net) weight attached to the issued IDL truck ticket to verify the weight of the load.
6. All tickets assigned to van loads must be returned to IDL upon closure of the sale.

PENALTIES FOR NONCOMPLIANCE:

1. When violations are made of any of these requirements, the particular load will be assessed a double stumpage when it is determined that the purchaser or his agent did not comply with these written instructions. Continued or subsequent violations of this requirement will constitute authorization to stop hauling operations and/or terminate the contract.
2. Any lost or unaccounted for tickets and/or loads will be assigned a value equaling the highest value load removed from this contract up to the time that the lost or unaccounted for tickets were first identified by the state. Lost or unaccounted for tickets on a Direct Sale or Lump Sum Sale will be assigned a value based on the average volume per load times the highest value species on the contract.

3. Failure to properly paint and/or ticket the load

	<u>With Paint</u>	<u>No Paint</u>
No ticket	\$150	Double stumpage or \$150 minimum
Ticket in pocket	\$50	Stumpage & ½ or \$150 minimum
Evidence of ticket	No damage charge	\$150

Double stumpage on a Direct Sale or Lump Sum Sale will be twice the average volume per load times the highest value species on the contract.

The second offense on a Direct Sale may result in sale cancellation, forfeiture of bond, and no future sales to the purchaser.

"Paint" refers to the requirement that the last three digits of the load ticket number, an abbreviated sale name, and the initials "IDL" or the word "state" are painted on each load.

4. Decked Scale Loads (not applicable for lump sum sales)

1 st offense	Count Load
2 nd offense	Count Load + \$100
3 rd offense	Count Load + \$200
4 th offense	Count Load + \$400
5 th and beyond	Highest value entered into sample + \$500

Decked scale loads will be counted for the life of the contract within the appropriate sample group. Volume for count loads in 100% scaled samples will be determined using the current landing scale master.

5. Legalized Overweight Loads

Loads off loaded to get to legal weight (and the partial loads used to pick them up) at other than the final destination will be billed at the highest value entered into the sample. The Supervisory Area and Senior Scaler must be notified of any loads off loaded.

6. Trailer Van Loads

Forest products hauled in trailer vans must have a gross and a tare (net) weight for each load. Loads not weighed by reason of operator negligence will be penalized two times the value of a legal load or \$50.00, whichever is greater, but not to exceed \$150.00. In the event of a scale malfunction or circumstances beyond the Purchasers control, a load missing a net weight will be valued for the product being hauled as that of a fully loaded highway legal load for that trailer/truck combination.

TS424099
SELWAY FIRE

DEVELOPMENT LOG

EXHIBIT C
Page 1 of 11

Station (feet)	<u>652 Road</u> (Reconstruct 0.39 miles Spur Road)
0+00	Junction with the USFS 470 Road on the west side of the Swiftwater Bridge. Begin existing gravel. Do not begin Right-of-way clearing.
0+40	Private drive right.
3+60	Existing culvert, clean catch basin and ditch line.
5+05	Existing culvert in perennial stream, private drive left.
7+00	End of existing gravel. Begin reconstruction to a 16 foot running surface and reestablish drainage ditches.
7+15	Exit private property enter State property. Begin reconstruction to a 16 foot running surface and reestablish drainage ditches. Begin 40' clearing width. Use excavated material from road widening to spread over road surface. Compact direct with vibratory roller prior to rock application. Begin 4-inch minus pit run rock 6" x 16'.
8+15	Construct rolling dip.
9+40	Begin vented ford construction. Construct ditch line back to rolling dip.
9+80	Road crosses Burned Creek a Class II stream. Remove existing culvert. Excavate 5 feet down to create bottom of ford. Remove material from inside of road along stream so all flow will be captured in the vented ford. Install CSP #22, 24" x 60' in bottom of vented ford as designated by FIC. Construct catch basin to capture normal stream flows and direct through culvert. Fill 2' over culvert with pit run rock and armor stream banks to allow large debris flows and extreme water flows to pass over the ford without escaping the confines of the ford and damaging the culvert. Grade approaches of the ford to approximately 2%. Armor all culvert inlets and outlets.
10+25	End ford construction. Continue road widening, clear, grub and compact subgrade. Begin fill 4' by 950'. Spread and compact waste material in 8" lifts. Begin inside ditch.
10+70	Junction with Switchback road right. Begin ditch line.

TS424099
SELWAY FIRE

DEVELOPMENT LOG

EXHIBIT C
Page 2 of 11

- 11+15 Construct turnout to left 50' x 100' to current road level. Utilize waste material from full benching activities. Spread and compact waste material in 8" lifts until the designated location is level with the road surface. Apply pit run rock 6"x 50'x 100' compacted over turnout. .
- 12+10 Center of existing slough. Clean out to 15' back into hillside. Apply 10" minus rip rap to hillside to stabilize slough. Construct catch basin and **install CSP #23, 24" x 40'** to drain wet area. Begin ditch line just past slough repair.
- 13+20 End slough repair. Continue ditch line.
- 13+55 Remove existing culvert and replace with **CSP #24, 24" x 40'** and reconstruct catch basin. Continue ditch line.
- 15+40 **Install CSP # 25 24" x 40'** for ditch relief. Construct catch basin.
- 16+95 Road crosses an unnamed Class II stream. Remove existing culvert. **Install CSP #26, 24" x 60'**. Construct catch basin to capture normal stream flows and direct through culvert. Fill 6' over culvert. Armor inlet and outlet. End ditch.
- 17+65 Install **CSP # 27 24" x 40'** for drainage. Begin ditch line.
- 19+75 End fill, return to existing running surface.
- 20+75 End ditch line. **End rock.** End reconstruction. Intersect State property line and sale area.

Station
(Feet)

Switchback Road (New Construction 2.05 miles)

- 0+00 Junction with the 652 road at station 10+70. Begin new construction of a 15% favorable road grade. In-slope road with a 16 foot running surface and 60 foot clearing width. Grub all stumps from two feet above the cut to four feet below the fill of the road prism. Make all cut slopes a ratio of 1:1 (horizontal: vertical) on non-full benched roads. Full bench cut slopes will be 3/4:1. Use waste from full bench work to fill non-full benched running surfaces to a compacted depth of 2'. Spread and compact waste material in 8" lifts. Begin inside ditch. Install rolling dips as designated in the road log or as designated by the State (Forester-in-charge). Tie all ditch lines into the rolling dips. Cut down 8' to 652 road to begin new road. Armor all culvert inlets and outlets.

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SELWAY FIRE****DEVELOPMENT LOG****EXHIBIT C
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- 1+00 Top of approach. End 15% favorable grade begin 10% favorable grade. Side slope shot 50%. Install painted pipe gate.
- 1+35 Continue 10% favorable grade.
- 1+85 **Begin 4-inch minus pit run rock 6" x 16'** over CSP #1.
- 2+35 **Install CSP #1, 24" x 80'**. Fill 4' through draw. Armor inlet and outlet.
- 2+85 **End rock.** Begin 4" cut to centerline, use material to fill through draw at CSP #1.
- 3+60 End 4' cut. Begin switch back construction with a 60' turn radius.
- 4+10 Cut 6' down to maintain 10% grade.
- 4+55 Cut 8' down to maintain 10% grade.
- 5+00 Cut 16' down to centerline to maintain 10% grade. Use fill material to fill small basin and in switchback construction.
- 5+50 Top of switchback cut through ridge to maintain 10% grade. Use fill material to fill small basin as with previous station and to fill through draw on opposite side of ridge.
- 6+20 **Begin 4-inch minus pit run rock 6" x 16'.**
- 6+70 Center of draw. Fill through draw 8' to maintain grade. **Install CSP #2, 24" x 80'**. Armor inlet and outlet
- 7+20 **End rock.**
- 7+65 Begin second switchback. Begin constructing switchback with 60' turning radius. Use waste material to fill in basin above road as needed.
- 8+55 Center of switchback.
- 9+50 End switchback construction. Side slope 70%. Begin full bench construction. Deposit waste material inside of switchback as need to improve turn radius. Begin 15% favorable grade.
- 10+80 70% side slope, continue full bench construction.
- 12+35 **Begin 4-inch minus pit run rock 6" x 16'.**

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- 12+85 **Install CSP # 3, 24" x 40' in Class II stream.** Fill 4' through draw. Armor inlet and outlet. End full bench.
- 13+35 **End rock.**
- 13+58 Ridge top construct 50' x 50' landing.
- 14+00 Flat bench below road. Full bench waste material can be deposited here. Spread and compact waste material in 8" lifts.
- 15+30 Entering draw. Cut down 4' for alignment. Use waste material to fill through draw.
- 15+85 **Begin 4-inch minus pit run rock 6" x 16'.**
- 16+35 **Install CSP # 4, 24" x 50' in Class II stream.** End cutting fill 4' through draw Armor inlet and outlet.
- 16+85 **End rock.**
- 16+95 End fill through the draw. Begin full bench construction. Begin 10% favorable grade. Side slope 60%.
- 17+75 End full bench construction. Side slope 45%.
- 18+70 Construct turnout on ridge. Side slope 48%
- 19+10 Continue 10% grade. Side slope 47%.
- 20+05 Begin full bench construction. Side slope 63%.
- 20+85 Begin switchback construction with 60' turning radius.
- 22+45 End switch back construction. Continue 10% favorable grade.
- 24+10 Remove rock. End full bench construction.
- 25+45 **Begin 4-inch minus pit run rock 6" x 16'.**
- 25+95 **Install CSP #5, 24" x 50' in spring area.** Armor inlet and outlet. Fill 4' through draw.
- 26+45 **End rock.**
- 27+05 Side slope 55%.

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28+10 Begin full bench construction. Side slope 75%.

28+65 End full bench.

31+55 Begin switchback construction with 60' turn radius.

33+90 Top of switchback. Begin 15% favorable grade.

37+35 Construct rolling dip.

39+25 Construct rolling dip in draw. Side slope 50%.

41+25 Begin switchback construction. Continue 15% favorable grade.

43+85 End switchback construction. Begin 10% favorable grade. Junction with Spur A right. Begin inside ditch.

44+60 **Begin 4-inch minus pit run rock 6" x 16'.**

44+85 **Install CSP #6, 24" x 60'** for relief drainage. Armor inlet and outlet. Construct catch basin. End ditch. Side slope 50%.

45+10 **End rock.**

49+00 **Begin 4-inch minus pit run rock application 6" x 16'.**

49+45 **Install CSP #7, 24" x 50' in spring.** Side slope 60%. Begin full bench construction. Armor inlet and outlet. Fill 4' through draw.

51+80 **Install CSP # 8, 24" x 50' in spring.** Armor inlet and outlet.

52+30 **End rock.**

53+00 **Begin 4-inch minus pit run rock 6" x 16'.**

53+50 **Install CSP #9, 24" x 50'** for relief. Armor inlet and outlet. Side slope 53%.

54+00 **End rock.**

54+65 Side slope 73%.

56+80 End full bench construction.

58+25 Construct landing on ridge.

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58+75 End 10% favorable grade. Begin 15 % favorable grade. Begin removing rock. Possible rock source.

59+75 End 15% grade. End removing rock.

61+80 Begin full bench construction. Side slope 60%.

63+45 Construct rolling dip.

63+80 Side slope 65%.

64+45 Construct rolling dip in draw.

65+05 Ridge point. Side slope 50%.

66+00 Construct rolling dip.

67+00 Ridge top.

67+90 Side slope 65%.

69+55 **Begin 4-inch minus pit run rock 6" x 16'.**

69+85 **Install CSP #10, 24" x 50' in dry draw for relief.** Armor inlet and outlet. Continue full bench construction.

70+05 **End rock.**

70+85 Narrow ridge, cut ridge back 20 feet for alignment.

71+40 Side slope 80%.

72+75 Remove rock.

73+15 **Begin 4-inch minus pit run rock 6" x 16'.**

73+65 **Install CSP #11, 24" x 60' in Class II stream.** Armor inlet and outlet. Fill 8' through draw. Side slope 80%.

74+15 **End rock.**

74+75 Side slope 72%.

75+20 Side slope 68%.

75+85 Side slope 60%.

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76+85 End full bench.

77+85 Tractor ground above road.

81+15 Ridge top, construct landing pad out and down ridge with waste material from full bench construction. Side slope 45%.

83+10 Construct rolling dip.

84+10 Ridge point, cut back 20 feet for curve widening. Make cut slope 2:1 (horizontal/vertical) to aid yarding down ridge.

85+00 Side slope 55%.

86+15 Side slope 58%.

87+15 Construct rolling dip. Begin full bench construction. Side slope 55%.

90+15 Remove rock. Side slope 60%.

91+60 End full bench construction. **Begin pit 4-inch minus run rock 6" x 16'.**

92+45 **Install CSP #12, 24" x 50' in spring.** Armor inlet and outlet. Continue rock.

93+95 Cut down through minor ridge 8'. Use cut material to fill through draw 4'. Remove rock.

94+65 **Install CSP #13, 36" x 50', in Class II stream.** Armor inlet and outlet. Continue pit run rock.

95+65 **End rock.**

98+30 **Begin 4-inch minus pit run rock 6" x 16'.**

98+80 **Install CSP #14, 36" x 60' in Class II stream.** Armor inlet and outlet. Fill 10' through draw.

99+05 Begin full bench. Side slope 58%.

99+30 **End rock.**

100+05 Enter sale area. Side slope 57%.

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- 101+05 Side slope 85%.
- 102+60 Side slope 62%.
- 103+20 End full bench. Side slope 38%.
- 104+90 Cut back ridge extra 20' for alignment. Begin full bench. Side slope 58%.
- 106+75 End full bench. Construct rolling dip.
- 108+40 End new construction, construct turnaround.

Station
 (Feet)

Spur A (New Construction 1.16 miles)

- 0+00 Junction with the Switchback Road at station 43+85. Construct junction for two-way ingress/egress. Begin new construction of a 3% favorable road grade. In-slope road with a 16 foot running surface and a 60 foot clearing width. Grub all stumps from two feet above the cut to four feet below the fill of the road prism. Make all cut slopes at a ratio of 1:1 (horizontal: vertical) on non-full benched roads. Full bench cut slopes will be 3/4:1. Use waste from full bench work to fill non-full benched running surfaces to a compacted depth of 2'. Spread and compact waste material in 8" lifts. Begin inside ditch. Install rolling dips as designated in the road log or as designated by the State (Forester-in-charge). Tie all ditch lines into the rolling dips. Armor all culvert inlet and outlets.
- 3+00 Construct rolling dip.
- 4+30 Cut down 6' across ridge to maintain alignment.
- 6+00 On ridge cut back extra 20' for curve widening, construct yarder pad approximately 80' x 40' x 6'. Side slope 50%.
- 8+30 Begin full bench construction. Side slope 60%.
- 9+10 **Begin 4-inch minus pit run rock 6" x 16'.**
- 9+60 **Install CSP #15, 24" x 60' in spring.** Armor inlet and outlet. Continue full bench.
- 10+10 **End rock.**

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- 12+10 Knife ridge, cut down 4' through ridge and construct landing out ridge.
- 13+25 Side slope 60%.
- 14+85 Side slope 54%.
- 15+35 Construct rolling dip.
- 16+20 Side slope 70%.
- 19+00 **Begin 4-inch minus pit run rock 6" x 16".**
- 19+50 **Install CSP #16, 36" x 80' in South Fork of Burned Creek.** Armor inlet and outlet. Fill 10' through draw. Remove rock.
- 20+20 **Install CSP #17, 36" x 80' in North Fork of Burned Creek.** Armor inlet and outlet. Continue 10' fill. Side slope 80% out of draw. Begin 10% favorable grade out of draw.
- 22+55 End full bench. End 10% grade begin 5% favorable grade. Waste deposit location above road, approximately 100' x 100' x 6'. Spread and compact waste material in 8" lifts.
- 23+55 **End rock.**
- 27+50 On flat ridge. Construct landing up and down ridge to best optimize yarding locations. Deposit waste material from full bench activities down ridge approximately 20' x 720' x 6'. Spread and compact waste material in 8" lifts. Cut and fill on ridge top to create a 55' turn radius around ridge.
- 30+15 Construct rolling dip.
- 32+00 **Begin 4-inch minus pit run rock 6" x 16'.**
- 32+25 **Install CSP #18, 24" x 40' in spring.** Fill 4 feet. Armor inlet and outlet. Side slope 50%.
- 32+50 **End rock.**
- 33+35 Small ridge. Cut back 20' for alignment.
- 35+10 Side slope 55%.
- 36+15 **Begin 4-inch minus pit run rock 6" x 16'.**

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36+40 **Install CSP #19, 24" x 40' in spring.** Armor inlet and outlet. Fill 4' over culvert.

36+65 **End rock.**

39+55 **Begin 4-inch minus pit run rock 6" x 16'.**

40+05 **Install CSP #20, 24" x 40' in Class II stream.** Armor inlet and outlet. Fill 6' through draw.

40+55 **End rock.**

41+75 On small ridge between sale boundaries. Construct a landing out the ridge to make a yarder pad. Cut 4' through ridge.

42+05 **Begin 4-inch minus pit run rock 6" x 16'.**

42+55 **Install CSP #21, 24" x 40' in spring.** Armor inlet and outlet.

43+05 **End rock.**

45+75 Construct rolling dip.

48+50 Junction with Spur A1. Spur A continues out ridge.

53+50 Break in ridge, road drops around point at 10% adverse grade.

60+10 Build landing on point.

61+30 Build turnaround. End new construction. End Spur A.

Station
(Feet)

Spur A1 (New Construction 0.22 Mile)

0+00 Begin new construction of an in-sloped road with a 16 foot running surface and a 60 foot clearing width. Grub all stumps from two feet above the cut to four feet below the fill of the road prism. Use waste from full bench work to fill non-full benched running surfaces to a compacted depth of 2'. Spread and compact waste material in 8" lifts. Begin inside ditch. Install rolling dips as designated in the road log or as designated by the State (Forester-in-charge). Tie all ditch lines into the rolling dips. Make all cut slopes at a ratio of 1:1 (horizontal: vertical). Begin 15% adverse grade. Armor all culvert inlet and outlets.

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- 1+50 Construct rolling dip. End 15% grade. Begin 5% adverse grade.
- 3+60 Enter saddle. Construct landing out ridge.
- 5+25 Construct rolling dip. End 5% grade. Begin 10% favorable grade.
- 6+10 Side slope 51%.
- 11+75 **DO NOT CUT ON USFS PROPERTY.** Construct landing. End new construction. End Spur A1.

EXHIBIT C

SALVAGE PROJECT AREA MAP

Map 1 of 1

Ownership Map

Salvage Route West of Selway River

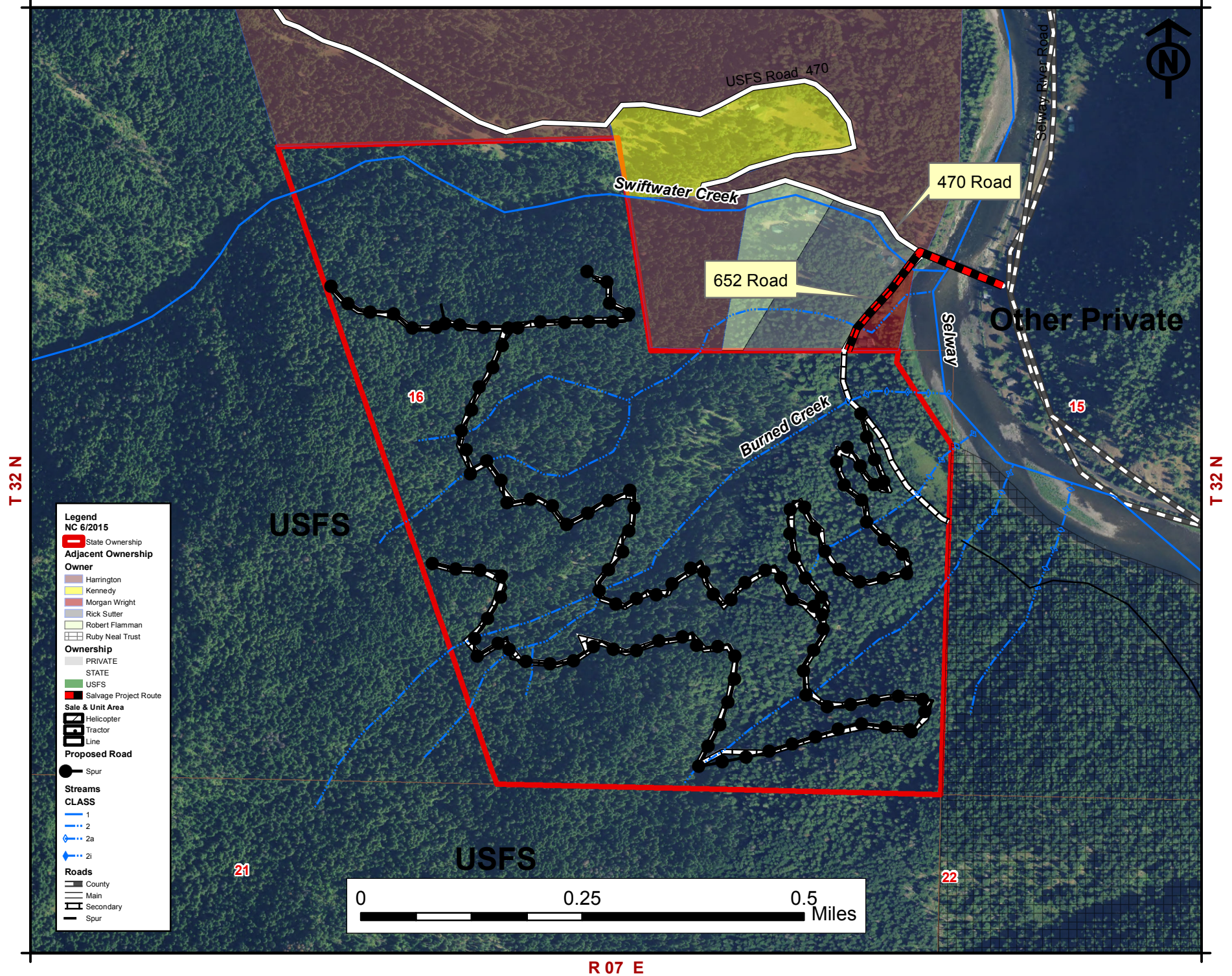


EXHIBIT D

PRE-SALE REPORT – SELWAY FIRE

PRE-SALE REPORT

Selway Fire

CR-42-5085

PREPARED BY: _____ DATE: _____
Nick Carter, Senior Resource Specialist

REVIEWED BY: _____ DATE: _____
Dan Fabbi, Resource Supervisor

APPROVED BY: _____ DATE: _____
Zoanne Anderson, Area Manager

GENERAL INFORMATION

A. General Location

The proposed sale is located approximately twenty-five (25) miles east of Kooskia, Idaho.

B. Historical

A sale sold to Clyde Newland was cancelled in 1951. This is the only timber sale noted on this parcel. No volumes or other details for this sale could be found. However, evidence on the ground points to a cedar sale. There are numerous old trails up draw bottoms and cedar stumps. This timber sale appears to be the only notable historical activity that has occurred within this portion of Endowment land.

C. Purpose of Sale

1. To salvage timber burned in the summer of 2014 by the Johnson Bar fire, capturing value before timber becomes too decayed and loses merchantability.
2. To maintain productivity of the site, primarily through artificial regeneration.

D. Treatment Summary

<u>UNIT</u>	<u>SYSTEM</u>	<u>ACRES</u>	<u>MBF REMOVED</u>	<u>MBF/AC REMOVED</u>	<u>RESIDUAL GREEN TREES PER ACRE</u>
1	Clearcut	142	5,855	41.2	N/A
2	R-O-W	<u>25</u>	<u>1,035</u>	<u>41.4</u>	N/A
Total/Average		167	6,890		

II CURRENT CONDITIONS

A. Physiographic

1. Drainages: There are seven Class II streams that exist within or lie near the sale area, Burned Creek and five other unnamed streams lie outside the area. One other unnamed Class II stream falls within the sale area. Swiftwater Creek, a Class I stream, lies outside the sale area's northern boundary. All of these streams are tributary to the Selway River.

The Selway River and Swiftwater Creek are listed as critical habitat for both Bull Trout and Steelhead. Class II streams near the sale are have no critical habitat listing.

All streams in or near the sale area, according to the IDDEQ Final 2010 Integrated Report, are fully supporting beneficial uses or have not been assessed by the IDDEQ to date.

2. Aspect: All aspects are represented, but the predominant aspect is east.
3. Slopes: Range from 0 - 80%, average 40%.
4. Geology and Soil Characteristics: Geologically, the subject area consists of Precambrian, high-grade metamorphic rock; metasediments; kyanite-sillimanite schist, and micaceous quartzite. The rocks are overlain by a varying thickness (estimated at 1-3 feet) of ash rich surficial colluvial soils. The surficial soils generally consist of silty sand to sandy silt with a few resistant boulders. There are a few areas where the soil horizon is relatively thin and rock outcrop is evident. This information and a site specific slope stability assessment was provided in the, Selway Sale CR-42-5085, Slope Stability - Observations, Risk Assessment and Recommendations by the IDL Engineering Geologist.
5. Elevation: 1,560 feet – 2,480 feet; midpoint 1,960 feet

B. Stand Description

1. Habitat Type: The majority of the area falls into the THPL/CLUN (western redcedar / queencup beedily) habitat type. This was determined from visits to the sale area prior to the burn.
2. Units 1 and 2 were burned during the Johnson Bar fire in the summer of 2014. The stand is comprised of grand fir (38%) and western redcedar (60%). The remaining 2% of the species composition is widely scattered western white pine and Douglas-fir. While the burn severity was determined to be low to moderate by the USFS Burned Area Report within the sale area, all of the listed species shows signs of basal burning and are anticipated to experience high levels of mortality due to very low resistance to fire. The Douglas-fir and grand fir in both units show signs of root rots and stem decay. Schweinitzii root and butt rot, *Phaeolus Schweinitzii*, is present in low to moderate levels in the Douglas-fir. Indian Paint Fungus, *Echinodontium tinctorium*, is present in the grand fir. The western redcedar also shows signs of laminated butt rot *Phellinus weirii*, and brown pocket rot, *Postia sericeomollis*. The grand fir also shows evidence of Ambrosia beetles attacking them around the base of

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the tree. This was noticed almost immediately after the fire had passed through in early September.

3. Current Stand Structure:						
<u>UNIT</u>	<u>TYPE</u>	<u>SPECIES COMPOSITION (PERCENT)</u>	<u>AGE RANGE (AVERAGE)</u>	<u>GROWTH RATE IN/10 yr (AVERAGE)</u>	<u>ACRES</u>	<u>AVERAGE MBF/AC. (TPA)</u>
1, 2	13	Vol. -GF(52); CE(46); DF(1); WP(1)	86-150+	0.5 – 0.9	167	41.3
		TPA - CE(60); GF(38); DF(1); WP(1)	(100)	(0.6)		(97)

III. MANAGEMENT PLAN

A. Transportation Plan

- Existing: The sale area is accessed by traveling approximately 3 miles along the Selway River County Road to the FS 470 Road, then across the Selway River on the Swiftwater Bridge to the FS 652 Road and then up river approximately 700 feet to the sale area. Both the FS 470 and FS 652 Roads cross private ground. However, in the late 1930's and early 1940's easements were granted to the USFS designating these roads all purpose public roads and no special permits are required for use of these roads. The FS 652 Road continues upstream accessing the bottom portion of the sale area. The Swiftwater Bridge currently has a load limit of 34 tons for a conventional log truck configuration. Posted load limits will be followed for all sale activity.
- Reconstruction: Approximately 0.39 miles of the FS 652 Road that crosses endowment land will be reconstructed to a 16 foot running surface. A vented ford will be constructed in Burned Creek to allow any large debris flows that may occur to pass through the crossing and prevent any loss to the road surface. In addition, six culverts will be installed to improve drainage. One slump along this road will be repaired and have large diameter rip rap laid on it to help hold it in place and prevent further movement across the road.
- New Construction: Approximately 3.43 miles of spur road will be constructed with this sale. Newly constructed roads will be sixteen feet in width with turnouts as designated and cut slopes will be 1:1 (horizontal to vertical) on cut and fill constructed roads. Cut slopes will be ¾:1 (horizontal to vertical) on full bench constructed roads. To gain the elevation required to reach the upper portions of the sale, seven switchbacks will need to be constructed at locations identified on the development map and in the development log. Approximately 1.06 miles of this road system will require full bench road construction on slopes ranging from 60% to 80%. Approximately 57,890 cubic yards of material will be excavated during the full bench construction. All waste material

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can be used to fill over culverts, extend landings, and build turnouts and switchbacks and wasted on the 652 Road and on cut and fill portions of newly constructed road. Twenty-seven culverts will be installed in the newly constructed and reconstructed roads for stream crossings and relief.

4. Surfacing: A total of 3,200 cubic yards of pit run rock and rip rap will be utilized for the sale. Approximately 990 cubic yards of pit run rock will be placed on the FS 652 road for road surface protection, ford construction and turnout construction. The remaining 2,210 cubic yards of pit run rock and rip rap will be used to armor inlets and outlets of culverts and applied on the running surface of the road over culverts. The 3,000 yards of pit run rock will be supplied by a stock pile of rock located on State Hospital South endowment land in the Wilson Ridge rock pit. A payment of \$10,680.00 from Public Schools Earnings Reserve fund to State Hospital South Earnings Reserve fund will be made to compensate State Hospital South for its investment in the rock. The remaining 200 cubic yards of rip rap will be furnished by the purchaser.

B. Silvicultural and Harvest Plan

1. Anticipated Stand Composition:

<u>UNIT</u>	<u>TYPE</u>	<u>SPECIES COMPOSITION (%)</u>	<u>Acres</u>	<u>AVERAGE (TPA)</u>
1	50	TPA- WP(100%)	142	250
2	R-O-W	N.A.	25	0.00

2. Treatment Description

- a. **Clearcut Justification** Unit 1 (142 acres) is a salvage operation to capture the value of timber burned by the Johnson Bar fire during the summer of 2014. The stand is comprised of 98% fire intolerant species, grand fir and western redcedar. At a distance the majority of the stand would appear to have not been damaged by the fire but once in under the stand the damage is quite evident. Almost every tree has been burned around the base. Both grand fir and western redcedar are not tolerant to this degree of burning. Ambrosia beetles have already begun infesting the bases of the grand fir. Additionally, Fir Engraver beetles are likely to infest grand fir stressed from fire activity over the next few years. The western redcedar that was of pole quality has held up well but many of the western redcedar have had the bases burned out and are only being held upright by a shell and others have already fallen. It is anticipated that nearly all fire intolerant tree species within the sale area will die within the next one to two years. The remaining 2% of the standing species, western white pine and Douglas- fir are very scattered and intermittent throughout the sale area. With the weakened root systems, basal burning and exposed erosive soils these trees also stand little chance of surviving. During the summer and fall there are steady winds down the river corridor that would cause these trees, if retained, to blow over. This was witnessed by the

high levels of blow down within the sale area during visits to the stand prior to the fire. Also, during the sale setup trees were falling daily due to wind events. The current overstory is dead or dying and needs to be removed before any further economic losses occur. Salvage operations and subsequent planting will ensure the productivity of the site is maintained along with long-term financial return to the endowments.

Unit 2 (25 acres) is the right-of-way unit comprised of the reconstruction and new construction of sale roads. All stems within specified clearing widths will be removed and merchantable products recovered.

- b. Hazard Management – The purchaser will pile all landing and right-of-way slash except for windrows that will be left on side slopes greater than 45%. All burning will be completed with a Hazard Management Project assigned to this sale.
- e. Forest Improvement Activity – The sale area will be planted with western white pine at a stocking level of 250 trees per acres. Natural regeneration is also anticipated.
- f. Harvest Schedule
 - 1) No specific harvest schedule is required.
- g. Harvest Specifications
 - 1) This sale contains approximately 68 acres of long line cable yarding, 41 acres of tractor yarding and 58 acres of prescriptive yarding. Cable yarding distances are not expected to be over 800 feet. Cable yarding equipment will have a locking carriage. Prescriptive yarding areas are designated on the Sale Map and the purchaser will submit a plan to the State (Forester-in-charge) for approval prior to any harvest activities occurring in these areas. A Site Specific Plan has been developed for tail-holds placed across Swiftwater Creek as per the requirements of the SRBA Idaho Forestry Program.
 - 2) All trees within the marked unit boundary, eight inches diameter breast height or greater, shall be harvested and merchantable products removed. Pulp and cedar product removal will be optional. Limbing, topping, bucking, and long butting in the woods will be required, as allowable under fire hazard rules, on all cable yarding portions of the sale or as designated by the State (Forester-in-charge) to provide a slash mat for soil retention and stability. Whole tree yarding will be allowed on tractor yarding areas within the sale area.

C. Erosion Control Plan

- 1. Designated trails will be grass seeded and critical areas straw mulched. This work will be the responsibility of the state and will be completed

within the first year after harvest.

2. Rolling cross dips will be maintained in all native surfaced roads and maintained throughout the sale duration.
3. Designated roads and skid trails will be cross-ditched and barricaded with all culverts and ditch lines cleaned at the end of each logging season, upon the termination of the sale, or as designated by the state.
4. Culverts have been oversized to accommodate larger stream flows. All inlets and outlets of culverts will be armored. Debris traps will be installed above all stream crossings.
5. Slash and large woody debris is being retained within the sale area to minimize potential post-fire soil erosion on all cable yarding portions of the harvest area as designated by the State(Forester-in-charge).
6. A gate will be installed at the beginning of the new construction to limit access on unsurfaced roads to non-motorized use only.

D. Forest Practices Act

This sale is prepared in accordance with the Idaho Forest Practices Act. No variances are anticipated. The terms of the SRBA Agreement, Idaho Forestry Program, provided guidance for the reconstruction and construction of sale roads.

IV. IMPACT STATEMENT

A. Aesthetics

The sale area lies approximately 400 feet west of the Selway River which has been federally designated as a Wild and Scenic river. This section of the river is designated as "Recreational", rather than "Wild or Scenic" due to roads and residential developments along this stretch of the river. Travelers along Selway River County road will be able to see portions of the sale area across the river. Prior to reaching any point where the public could see the sale area, travelers will see federal forest lands that have been burned and portions of private lands that have been burned or have been harvested post-burn. If the public were to travel the FS 470 Road they would be able to see only the portion of the sale lying to the South of Swiftwater Creek and very little else except for adjacent burned or harvested private and Federal lands. Between the river's edge and the FS 652 Road there is a five to seven acre cedar grove that will not be harvested. This area will buffer views of the sale area from individuals who float the river.

GIS modeling has been done to try and estimate or project the potential areas of the sale that can be viewed by recreationists and the general public. These modeling runs illustrate that what a person will see depends on their location. General topographic features and adjacent private lands block views of the entire

sale area. There is no one place from a road or the river that a person could see the whole sale area. The seven Class II streams within this portion of endowment land have been excluded from harvest because the trees suffered little fire damage. Retaining stringers of standing timber will breakup the visual impacts and contribute to natural regeneration along edge of harvest area.

The sale will be regenerated artificially and over time the public will start to see the plantation develop into larger trees. It is also anticipated that natural regeneration will populate the site over time giving the site a forested appearance with young healthy trees.

B. Potentially Affected Interests

There are two residences along the FS 652 Road. Mr. Morgan Wright and Mr. Rick Sutter will experience an increase in traffic due to logging truck and road development usage. The FS 652 Road and a short portion of the FS 470 will be maintained throughout the course of the sale and watered, as needed, to reduce the impacts of dust. These individuals will be kept apprised of each process as the sale develops. A public information campaign will be utilized once the sale is approved to keep the nearby residents and other affected interests informed on the activities happening on this portion of Endowment Land and to educate the public on the mission, responsibilities, and obligations the Department has in managing Endowment Lands for the beneficiaries.

Members of the public utilize the Selway River County Road (and to a much lesser extent, the FS 470 Road) for recreational purposes. To lessen the impacts on recreationists, the timber sale contract will not allow hauling on weekends or any major holiday throughout the primary recreational season. Signs will be posted advising people of the presence of log trucks and heavy equipment in the area.

C. Air Quality

Harvest operations should not impact air quality; however, slash disposal operations have the potential for negative impact. During burning, weather and smoke dispersal conditions will be monitored and restricted as necessary to maximize smoke dispersal. The Maggie Creek Forest Protective District will make proper notification and conduct burning operations as outlined in the North Idaho Cooperative Smoke Management Plan.

D. Cultural Resources

The Idaho State Historical Society was contacted to review their records for the presence of archeological or historic properties within the sale area. No historic cultural resources have been identified within the sale area. In the event of discovering any cultural resources during harvest or road construction activities, the site will be protected and the Idaho State Historical Society will be notified.

E. Leases

No current leases exist within the sale area.

F. Roads and Traffic Patterns

Traffic along the FS 652 Road, FS 470 Road and Selway River County Road is expected to increase during hauling operations. Hauling will only be allowed during the week and until noon on Friday. Hauling will not be allowed on holidays that may fall during the week to reduce the impacts to recreational traffic. Alternative hauling operations will require written approval by the state.

G. Site Productivity

Timber growth, resistance to insects, disease resistance and fire resistance will be enhanced through active forest management. There will be minor impacts to site productivity from skid trail construction. Use of these trails will only be at times when soil compaction can be kept to a minimum.

H. Water Quality

Activity on this sale may create slight short-term adverse impacts to water quality. Mineral soil will be exposed through road work and harvest activities. The six Class II streams near the sale area have been excluded from harvest to provide stream shading and protect overall stream quality. The remaining Class II stream within the sale area will be protected in accordance the Idaho Forest Practices Act. As outlined in the erosion control section, measures will be taken to minimize or mitigate the potential for stream sedimentation. Road surfacing and road drainage features will minimize road tread erosion. Grass seeding performed by the State will help to stabilize exposed road surfaces both in the short term and long term.

The IDL Fish Biologist and, the IDL Hydrologist provided water quality and fish habitat observations and recommendations for forest management activities to Maggie Creek Area staff.

I. Wildlife and Fisheries

Impact on wildlife should be minimal. The sale area supports a variety of wildlife, but its primary value lies in elk and white-tailed deer winter range. A number of these larger ungulates utilize this area during the winter because of its relatively low elevation.

Impact on fisheries should be minimal. All streams near the sale area have been determined to be Class II, except for Swiftwater Creek, which is a Class I stream and outside the designated sale area. All harvesting activities will be kept out of stream protections zones except for limited harvest associated with road construction.

EXHIBIT E

**INTERSECTION OF ROADS 470 AND 652
WITH SELWAY RIVER BRIDGE IN BACKGROUND**



06.03.2015 10:06

EXHIBIT F

**INTERSECTION OF ROADS 470 AND 652
SURFACE MATERIAL**



06.03.2015 10:07

EXHIBIT G

**ROAD 652 SURFACE MATERIAL WITH
RICK SUTTER RESIDENCE IN BACKGROUND**



Cascade employed me between 1994 and 2006 as forester, road engineer and logging manager. I have undergraduate degree from the University of Idaho in Forest Products and a Master of Business Administration from Washington State University. I make this declaration based on my personal knowledge.

2. IFG was the successful bidder at an auction held on June 19, 2015 for Timber Sale 42-4099, also known as the Selway Fire project. The sales result memorandum prepared by Bob Helmer for the auction is a public document and attached as Exhibit A. The memorandum speaks for itself but, in summary, contains information concerning the appraised and sale values and the auction bidding process. IFG's successful bid was \$2,521,740. The project is located on lands owned by the State of Idaho and managed by the Idaho Department of Lands ("IDL"). An IDL employee conducted the auction.

3. The initial date for commencement of work on the project was July 6, 2015. That date was modified to July 13, 2015 because of pending litigation and a request for injunctive relief. The special terms related to the project are attached as Exhibit B.

4. The project's purpose is to salvage dead and dying trees. It is imperative that work begin as soon as possible to avoid irreparable loss of wood from deterioration of the dead trees and of lost value from reduction in the quality and grade of the timber. I have extensive experience with salvage sales in my career and am familiar with the deterioration that occurs in the trees following a wildfire. An example is the Sheep Fire that began in early September 2012 near Lucille, Idaho. The fire burned near the Salmon River and covered more than 48,000 acres including private land, Idaho State land, National Forest, and Bureau of Land Management ("BLM") land. IFG purchased several sales from various landowners following the fire. The IDL moved promptly to capture the value of the burned timber. IFG purchased an IDL sale in

September 2012 the same month the fire burned and began harvest while the smoke was still rising from within the fire perimeter. We finished the IDL sale before spring breakup in 2013. Aside from charred bark, most of the wood was sound and usable for forest products.

5. In contrast, the Forest Service and BLM did not sell the timber from the Sheep fire until over a year later in October 2013. IFG purchased salvage sales from both agencies and the loss in volume and value was dramatic. The grand fir, which is a softer wood prone to rapid deterioration, had a 40% loss in volume due to sap rot. In addition, bugs began to bore holes in the wood of most species. These bug holes also reduce the value in the grade of the wood and introduce stain from a fungus that darkens the wood.

6. There will be significant irreparable loss in the timber burned by the Selway Fire if salvage cannot begin because an injunction prevents work this summer. In fact an injunction threatens IFG's ability to complete any of the work at all because we may lose our road contractor who currently is on standby and the roadwork must be completed before the dead timber can be hauled from the sale area.

7. The first project phase requires road construction and reconstruction. That phase of the project is scheduled to begin on July 13, 2015 and should take approximately six weeks. IFG has contracted with Debco Construction, a general contractor headquartered in Orofino, Idaho, with extensive experience in road construction and reconstruction. Debco is a very experienced road contractor that is in demand for its expertise. It has 23 years experience in road rehabilitation, surfacing, and reconstruction including major highway jobs. The road contract work will cost IFG about \$550,000. The road work phase involves widening the existing road and building a new road system, together with related culverts, within the state land parcel to facilitate the harvest process. These roads will be native surface other than culvert crossings

where the road will be covered with rock for 50 feet on each side of the crossing (*i.e.*, for a total 100 feet). Some harvesting of trees will also occur along the road right-of-way.

8. Debco has other project commitments for the summer and they cannot let their equipment stand idle for a month or more this time of year. If we cannot start the road work in the next couple of weeks we risk losing Debco to other jobs. This will essentially delay the sale an entire year and the timber deterioration will be too great to justify the road construction cost and harvest of the sale with significantly diminished value. Our logging costs will also be substantially increased because they must be spread over far less volume. Now is the best time of year to do road work because dry weather and favorable soil conditions help avoid erosion. Wet weather in the fall and winter will preclude road work.

9. If we are delayed several months because of an injunction I estimate over \$800,000 in lost timber volume and value. The sale is approximately 7 million board feet, half of which is grand fir and the other half cedar. Sap rot will be a significant problem in the grand fir as we experienced with the dead timber on the Sheep Fire. "Sap rot" is a type of fungal disease that affects dead trees. These fungi quickly invade the outer sapwood (the bark and cambium) of decayed or dead wood. Once established, the fungi rots from the outside inward, and reduces the cross-sectional area of tree stems, reducing the strength of the tree. The decreased structural integrity caused by sap rot makes working with these trees more dangerous. In addition, trees affected with sap rot have no value and cannot be sold. A 40% loss of volume from sap rot on 3.5 million board feet of grand fir on the Selway Fire sale amounts to a loss of 1.4 million board feet with a value of \$560,000.

10. About 25% of the cedar from the sale we plan to manufacture into power poles which is a high quality product that can be manufactured from the cedar trees. However, power

poles have exacting standards which do not allow for insect damage and insect holes which if present mean the cedar is irreparably degraded to lower value and lumber. Particularly during hot weather, insect populations build up in dead trees and reduce the value of the wood by burrowing into trees leaving paths called “wormholes.” Approximately 25% of the cedar on the sale currently meets standards for higher value transmission poles. An injunction will allow the bugs to harm the cedar and result in a \$300,000 loss as the trees are reduced from power poles to sawtimber.

11. The general harvesting phase is scheduled to begin on August 13, 2015. To capture the value of the deteriorating timber, IFG plans to complete the sale before winter sets in. IFG has contracted with Pineda Brothers Logging, Inc. to harvest trees. Pineda has the capability to do specialized skyline logging which lifts an end of the trees off the ground with a cable to minimize soil disturbance. Most of the soil requires skyline logging. Pineda is headquartered in Kamiah, Idaho, and has worked with IFG extensively in the past to perform logging. I anticipate a production rate of one million board feet (“MMBF”) during the first month and two MMBF per month until completion. Accounting for weather-related hauling delays, I further anticipate that the harvest phase will be completed in December 2015.

12. There is a third phase under the contract which involves post-logging clean-up and sale closure. In 2016, IFG will return to the project area to complete grass seeding, road closures, and any remaining erosion control work.

13. Idaho Forest Group is a privately-held, family-owned company that invested over \$60 million in 2006 to open our Grangeville mill, which employs approximately 170 people on-site and produces fir, pine, and cedar lumber. An additional 400 or so people are directly employed through forestry, logging, and trucking.

14. The Grangeville mill is an important source of income to many families in Idaho County to pay the mortgage, rent, and to purchase food. IFG is the largest private employer in Idaho County, with an estimated annual payroll of \$5.85 million. Grangeville is the county seat, and home to nearly 20% (over 3,000) of the County's approximately 16,000 residents, according to U.S. Census Bureau data from 2010. We want to begin work as soon as possible to salvage the dead and dying trees to support the jobs and families that depend on the Grangeville mill.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED on July 1, 2015.

/s/
WILLIAM HIGGINS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 1, 2015, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent a Notice of Electronic Filing to the following persons:

Laurence (“Laird”) J. Lucas
llucas@advocateswest.org

Deborah A Ferguson
daf@fergusondurham.com

Christine England
christine.england@usdoj.gov

/s/ Clay R. Smith

CLAY R. SMITH

EXHIBIT A

SALE RESULTS MEMORANDUM

TO: Bob Helmer, Bureau Chief, Forest Management

FROM: Zoanne Anderson, Area Supervisor, Maggie Creek

SUBJECT: Timber Sale 42- 4099 CR # 42- 5085 Date: June 19, 2015

TS Name: Selway Fire Duration: two years

Purchaser: IFG Timber LLC Sold At: Kamiah, Idaho

Address: 4447 E. Chilco Road, Athol, ID 83801

2nd Highest Bidder: Tri-Pro Forest Products Inc.

Other Bidders: n/a Number of Bids: 58

	Appraised Value	Sale Value
Gross Value	<u>\$ 2,106,045.50</u>	<u>\$ 2,521,740.00</u>
Net Value	<u>\$ 1,639,228.50</u>	<u>\$ 2,054,923.00</u>
Amount Over Bid	<u>\$ 415,694.50</u>	<u>25.4% (net)</u>

Beginning Average Price: \$ 305.67 /M

Final Selling Price: \$ 366.00 /M

Compliance # 53275C Bond Amount \$ 308,300.00

Slash District/Fire District Maggie Creek

IDAHO DEPARTMENT OF LANDS

TIMBER SALE BID SHEET

Sale Name: Selway Fire
 Cruise Number: CR-42-5085
 Sale Number: TS-42-4099
 Place: Kamiah
 Date: 6/19/2015
 Total Est. Volume: 6,890
 Gross Est. Value: \$ 2,106,045.50
 Advertised Gross Price/Unit: \$ 305.67

Purchaser: IFG Timber LLC
 Total No. of Bidders: 2
 Total No. of Active Bidders: 2
 Final Gross Sale Value: \$ 2,521,740.00
 Development Allowance: \$ 466,817.00
 Final Net Sale Value: \$ 2,054,923.00
 Forester-in-charge: Nick Carter/Dan Fabbri

#	Bidder Name	Bidder #	Bid/Raise Amount	Gross Prices Per Unit	Gross Sale Value	#	Bidder Name	Bidder #	Bid/Raise Amount	Gross Prices Per Unit	Gross Sale Value
1	Tri pro	1		\$ 305.67	\$ 2,106,066.30	36		2	\$ 2.00	\$ 343.00	\$ 2,363,270.00
2	IFG	2	\$ 1.33	\$ 307.00	\$ 2,115,230.00	37		1	\$ 1.00	\$ 344.00	\$ 2,370,160.00
3		1	\$ 1.00	\$ 308.00	\$ 2,122,120.00	38		2	\$ 2.00	\$ 346.00	\$ 2,383,940.00
4		2	\$ 1.00	\$ 309.00	\$ 2,129,010.00	39		1	\$ 1.00	\$ 347.00	\$ 2,390,830.00
5		1	\$ 1.00	\$ 310.00	\$ 2,135,900.00	40		2	\$ 1.00	\$ 348.00	\$ 2,397,720.00
6		2	\$ 1.00	\$ 311.00	\$ 2,142,790.00	41	Tri pro	1	\$ 1.00	\$ 349.00	\$ 2,404,610.00
7		1	\$ 1.00	\$ 312.00	\$ 2,149,680.00	42	IFG	2	\$ 1.00	\$ 350.00	\$ 2,411,500.00
8		2	\$ 1.00	\$ 313.00	\$ 2,156,570.00	43		1	\$ 1.00	\$ 351.00	\$ 2,418,390.00
9		1	\$ 1.00	\$ 314.00	\$ 2,163,460.00	44		2	\$ 1.00	\$ 352.00	\$ 2,425,280.00
10		2	\$ 1.00	\$ 315.00	\$ 2,170,350.00	45		1	\$ 1.00	\$ 353.00	\$ 2,432,170.00
11		1	\$ 1.00	\$ 316.00	\$ 2,177,240.00	46		2	\$ 1.00	\$ 354.00	\$ 2,439,060.00
12		2	\$ 1.00	\$ 317.00	\$ 2,184,130.00	47		1	\$ 1.00	\$ 355.00	\$ 2,445,950.00
13		1	\$ 1.00	\$ 318.00	\$ 2,191,020.00	48		2	\$ 1.00	\$ 356.00	\$ 2,452,840.00
14		2	\$ 1.00	\$ 319.00	\$ 2,197,910.00	49		1	\$ 1.00	\$ 357.00	\$ 2,459,730.00
15		1	\$ 1.00	\$ 320.00	\$ 2,204,800.00	50		2	\$ 1.00	\$ 358.00	\$ 2,466,620.00
16		2	\$ 1.00	\$ 321.00	\$ 2,211,690.00	51		1	\$ 1.00	\$ 359.00	\$ 2,473,510.00
17		1	\$ 1.00	\$ 322.00	\$ 2,218,580.00	52		2	\$ 1.00	\$ 360.00	\$ 2,480,400.00
18		2	\$ 1.00	\$ 323.00	\$ 2,225,470.00	53		1	\$ 1.00	\$ 361.00	\$ 2,487,290.00
19		1	\$ 1.00	\$ 324.00	\$ 2,232,360.00	54		2	\$ 1.00	\$ 362.00	\$ 2,494,180.00
20		2	\$ 1.00	\$ 325.00	\$ 2,239,250.00	55		1	\$ 1.00	\$ 363.00	\$ 2,501,070.00
21		1	\$ 1.00	\$ 326.00	\$ 2,246,140.00	56		2	\$ 1.00	\$ 364.00	\$ 2,507,960.00
22		2	\$ 1.00	\$ 327.00	\$ 2,253,030.00	57		1	\$ 1.00	\$ 365.00	\$ 2,514,850.00
23		1	\$ 1.00	\$ 328.00	\$ 2,259,920.00	58	IFG	2	\$ 1.00	\$ 366.00	\$ 2,521,740.00
24		2	\$ 1.00	\$ 329.00	\$ 2,266,810.00	59				\$ -	\$ -
25		1	\$ 1.00	\$ 330.00	\$ 2,273,700.00	60				\$ -	\$ -
26		2	\$ 1.00	\$ 331.00	\$ 2,280,590.00	61				\$ -	\$ -
27		1	\$ 1.00	\$ 332.00	\$ 2,287,480.00	62				\$ -	\$ -
28		2	\$ 1.00	\$ 333.00	\$ 2,294,370.00	63				\$ -	\$ -
29		1	\$ 1.00	\$ 334.00	\$ 2,301,260.00	64				\$ -	\$ -
30		2	\$ 1.00	\$ 335.00	\$ 2,308,150.00	65				\$ -	\$ -
31		1	\$ 1.00	\$ 336.00	\$ 2,315,040.00	66				\$ -	\$ -
32		2	\$ 1.00	\$ 337.00	\$ 2,321,930.00	67				\$ -	\$ -
33		1	\$ 1.00	\$ 338.00	\$ 2,328,820.00	68				\$ -	\$ -
34		2	\$ 2.00	\$ 340.00	\$ 2,342,600.00	69				\$ -	\$ -
35		1	\$ 1.00	\$ 341.00	\$ 2,349,490.00	70				\$ -	\$ -

Selling Agent:



Page 1 of 1

EXHIBIT B

SPECIAL TERMS OF SALE SELWAY FIRE PROJECT

PROPOSED SPECIAL TERMS OF SALE
CR425085, SELWAY FIRE

6/8/2015

30. SPECIAL TERMS:

a. Harvest Specifications

- (1) All trees, live or dead, lying within unit(s) 1 and 2 shall be felled and merchantable products removed as designated below:
- (2) Harvest specifications as designated below:
 - (a) Merchantable sawlogs shall be removed.
 - (b) Merchantable cedar products may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge). If the Purchaser elects to remove cedar products from any unit, removal of all designated cedar product material from that unit will be mandatory.
 - (c) Cedar products material 2 to 8 feet in length with a minimum shell of 3.5 inches usable wood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge). Cedar products material will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook.
 - (d) Merchantable pulpwood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge). If the Purchaser elects to remove pulpwood from any unit, removal of all designated pulpwood from that unit will be mandatory.
 - (e) Chipwood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge).
 - (f) Fuel wood (hogfuel) may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge).
 - (g) Topwood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in charge).
- (3) All damaged or diseased trees designated by the State (Forester-in-charge) shall be felled and merchantable products removed.

b. Utilization and Merchantability Standards

- (1) A sawlog is merchantable if it meets the following minimum specifications:
 - (a) A top diameter inside bark of 5.5 inches. A length of 8 feet, 6 inches and a net scale of 33.33 percent.
- (2) Merchantable cedar products are any chunk, log, top, or longbutt not meeting sawlog specifications, 8 feet or more in length, with a minimum shell of 3.5 inches usable wood, 33.33 percent usable wood for cedar products, and contains at least 10 board feet. Cedar product material will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook.
- (3) A merchantable pulplog is a chunk, log, top or longbutt not meeting sawlog or topwood specifications and is 12 feet or more in length, has pulpwood scale of at least 50 percent, and contains at least 10 board feet. Pulpwood will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook. Material removed with less than the above requirements will be scaled and billed at the contract price.
- (4) Topwood is that material which extends beyond the 5.5 inch minimum top diameter of a log meeting sawlog specifications. Topwood price will be based on the State quarterly minimum stumpage prices. Loads may be sample scaled at the discretion of the State. Sawlogs and cedar products exceeding topwood specifications will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook. Topwood may be manufactured, hauled and billed as designated below:

PROPOSED SPECIAL TERMS OF SALE
CR425085, SELWAY FIRE

6/8/2015

- (a) Purchaser may choose to extend log lengths beyond the 5.5 inch minimum top diameter of a log meeting sawlog specifications to achieve a preferred log length. If topwood is manufactured and hauled attached to merchantable sawlog material, topwood is that material which extends beyond the 5.5 inch minimum diameter of a log meeting sawlog specifications. Topwood manufactured and hauled attached to merchantable sawlogs will be sold on a lump sum basis. Lump sum payment must be received in advance of hauling topwood attached.
 - (b) Purchaser may choose to manufacture and haul topwood separately from other forest products. If hauled separately, topwood is defined as having a top diameter inside bark of less than 5 inches and a total length of 20 feet plus trim or less. Total length may include a minimal volume of merchantable sawlog. Harvest operations which assure maximum recovery of higher value products are required before topwood is manufactured. Topwood manufactured and hauled separately will be sold by weight.
 - (5) Chipwood is any chunk, log, top, longbutt or tree designated for harvest, which does not contain merchantable sawlog, topwood, pulpwood or cedar product material. Chipwood volume will be billed lump sum or by weight at the pulpwood price. Loads may be sample scaled at the discretion of the State. Sawlog, pulpwood and cedar product material will be measured using scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook.
 - (6) Fuel wood is any limb, chunk, log, top, longbutt or tree designated for harvest, which does not contain merchantable sawlog, pulpwood or cedar product material. Fuel wood will be sold lump sum or by weight based on a minimum rate of \$0.20 per green ton.
- c. Harvest Procedures
- (1) Logging practices and equipment which minimize damage to soil, reproduction, and reserve timber shall be required.
 - (2) Stream channels shall be kept clear of slash and other debris and no ground based equipment or decking will be permitted in these areas. Crossing may be allowed with prior approval of the State (Forester-in-charge). Ground based equipment will not be allowed within 75 feet of Class I stream channels or within 30 feet of Class II stream channels or wet areas.
 - (3) Slash and other debris deposited in any stream as a result of logging operations shall be removed and deposited at least 5 feet above the ordinary high watermark using care to minimize damage to stream channels and banks.
 - (4) The Purchaser shall ensure that prior to moving to the sale area, all off-road equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds, as determined by the State (Forester-in-charge). "Off-road equipment" includes all logging and construction machinery or vehicles that travel off designated roads or adjacent landings as specified on the sale area map. Equipment shall be considered clean when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required. Cleaning shall not take place on State land.
 - (5) Felling and Bucking
 - (a) Feller bunchers will not be allowed on slopes over 45 percent.
 - (b) Feller bunchers shall be restricted to State (Forester-in-charge) approved skid/felling trails. Exceptions must be approved in advance by the State (Forester-in-charge).
 - (c) Stump height shall not exceed 12 inches above ground line as measured on the uphill side of the stump on tractor yarding areas. Stump height may exceed 12 inches above ground line on cable yarding areas or as approved in writing by the State (Forester-in-charge).
 - (d) All trees shall be cut to a top diameter inside bark of 5.5 inches. If the Purchaser elects to remove topwood according to a written plan approved by the State (Forester-in-charge), trees may be cut to a top diameter less than 5.5 inches, as directed by the State (Forester-in-charge).

PROPOSED SPECIAL TERMS OF SALE
CR425085, SELWAY FIRE

6/8/2015

- (e) Limbing, topping and longbutting shall be done prior to skidding on cable yarding areas in unit 1 or as designated by the State (Forester-in-charge). Limbing, topping, and longbutting shall be done on the landing on the tractor yarding areas.

(6) Yarding

- (a) Tractor, prescriptive and cable yarding methods are required on this sale. These methods shall be used in areas designated for them by the State (Forester-in-charge), as shown on the attached map (Exhibit A).

(b) Tractor

- 1) Tractors shall be equipped with a properly functioning winch with at least 50 feet of winch line.
- 2) Grapple skidders shall only be allowed on trails designated by the State (Forester-in-charge).
- 3) The location and use of new and existing trails shall be approved by the State (Forester-in-charge) prior to felling operations. The Purchaser may be required to flag trail locations for approval by the State (Forester-in-charge).
- 4) Trails shall not follow the bottoms of draws or streams.
- 5) Go-back trails shall only be constructed on locations approved by the State (Forester-in-charge).
- 6) Tractors shall be kept on designated trails. Where the winch line will not reach, the tractors may be backed off the trail in the direction of the line of skid.
- 7) Feller bunchers may be allowed to bunch material for the processor with prior written authorization from the State (Forester-in-charge). Feller bunchers shall be restricted to State (Forester-in-charge) approved felling/skid trails. Exceptions must be approved in advance by the State (Forester-in-charge).

(c) Prescriptive Yarding

- 1) Approximately 58 acres of the sale area shall be prescriptive yarded. A harvest plan will be developed by the purchaser and approved by the State (Forester-in-charge), with the following constraints:
 - (a) No constructed skid trails except as authorized by the State (Forester-in-charge).
 - (b) No use of ground based yarding equipment on slopes exceeding 45%.
 - (c) All other terms of the contract related to tractor and cable yarding will be enforced in prescriptive harvesting areas.

(d) Cable

- 1) Approximately 68 acres of the cable yarding area may require tracked cable yarding equipment capable of traveling off road up to 45 percent gradient, as approved by the State (Forester-in-charge).
- 2) Off road cable yarding may require forwarding logs with distances up to 800 feet from the yarding location to a drivable road.
- 3) Cable yarding equipment shall be equipped with a locking carriage and shall have lateral skidding capability of 75 feet.
- 4) Intermediate supports, extended tailholds, elevated tailholds, supplemental anchors, forwarding, or extended yarding distances may be required as determined by the State (Forester-in-charge).

PROPOSED SPECIAL TERMS OF SALE
CR425085, SELWAY FIRE

6/8/2015

- 5) Complete suspension is required when yarding across stream protection zones (SPZ's) and riparian management zones (RPZ's).
 - 6) Rub trees shall be used to prevent excessive sideways movement of the mainline and skyline.
 - 7) Reserve trees will not be used as rub, guy, or tailhold trees without prior written approval from the State (Forester-in-charge). Approved protective devices will be used when anchoring to leave trees.
 - 8) Any damaged rub, guy, or tailhold tree designated by the State (Forester-in-charge) shall be felled and merchantable products removed.
- (7) Yarding across or along main, secondary, and surfaced roads shall be approved in advance by the State (Forester-in-charge). Damage to roads shall be repaired by the Purchaser at their expense, as directed by the State (Forester-in-charge).
 - (8) Optional products yarded to the landing, but not hauled, shall be decked separately from other landing debris as designated by the State (Forester-in-charge).
 - (9) Landing and decking locations shall be approved by the State (Forester-in-charge) prior to construction.
 - (10) Peeling or splitting of cedar product material will not be allowed on State land.
 - (11) Cedar product material shall be hauled on log trucks when possible. Products too short to be hauled on standard log trucks may be hauled on other trucks with prior written approval of the State (Forester-in-charge). Any material hauled on other than approved trucks shall be considered trespass.
 - (12) Logging operations shall not be conducted when conditions are such that excessive soil compaction, erosion, or tree damage will result, as determined by the State (Forester-in-charge).

d. Hazard Management

- (1) Landing debris and debris located along sale roads, except debris within a constructed filter windrow, shall be grapple piled to facilitate burning. Slash and debris deposited on the fill slope of the roads and landings shall also be pulled up and piled. Piles will be dirt free and constructed as approved by the State (Forester-in-charge) as logging progresses.
- (2) Piling of debris within the SPZ of any stream, within 30 feet of any wet area, or within 20 feet of any living tree shall not be permitted.
- (3) No slash or logging debris shall be left outside the marked cutting unit or sale boundary.

e. Road Maintenance and Erosion Control Specifications

- (1) Hauling will not be allowed between November 1 and April 30 unless erosion control measures specified by the State (Forester-in-charge) are installed by the Purchaser at his expense.
- (2) Erosion control specifications will be as follows:
 - (a) Erosion control measures shall be installed as operations progress, at the end of each logging season, prior to freeze-up when winter logging is anticipated, or as designated by the State (Forester-in-charge).

PROPOSED SPECIAL TERMS OF SALE
CR425085, SELWAY FIRE

6/8/2015

- (b) Cross-ditches installed in roads, skid trails, and firelines shall slope diagonally down grade at an adequate angle to divert water from the road or skid trail. Each ditch shall be cut into the roadbed, tied to the cut bank, sloped to the shoulders, open at the lower end, and capable of diverting water flow completely off the road at that point.
- (c) Rolling dip or cross-ditch spacing shall be approximately as follows: 0-4 percent, 150 feet; 5-10 percent, 100 feet; 11 percent and greater, 50 feet; or as designated by the State (Forester-in-charge).
- (3) The Purchaser shall be responsible for maintaining any and all gate closures accessing the sale area during periods when public access is restricted. The Purchaser will furnish a lock to provide access during these closure periods. The Purchaser will be responsible for any and all damage caused by said gates being left open by the Purchaser or the Purchaser's employees, contractors, subcontractors, agents or guests.
- (4) Damage to culverts, fences, cattle guards, gates, and other improvements will be repaired immediately. Repairs shall be made to the previous conditions as determined by the State (Forester-in-charge) or the State (Forester-in-charge) will hire the work done at the Purchaser's expense.
- (5) Access roads are defined as beginning on the sale area and terminating at the State Property Line.
- (6) Access roads will be kept open at all times as designated by the State (Forester-in-charge).
- (7) All roads designated by the State (Forester-in-charge) will be barricaded to vehicular traffic.
- (8) Access roads shall be maintained to acceptable standards as determined by the State (Forester-in-charge).
- (9) Surfaced access roads are defined as beginning at Selway River County Road and terminating on the USFS 652 Road at the State Property Line.
- (10) Maintenance work shall include keeping the road surface graded, the berm on the outside edge removed, the inside ditches open, culverts and culvert catch basins clean, rolling dips and sediment traps maintained, and dust abatement as needed. Side casting of surface material shall be minimized by spreading the material on the road surface. Damaged culverts will be repaired or replaced at the Purchaser's expense.
- (11) Access roads will be graded within 3 days of notification by the State (Forester-in-charge).
- (12) Cross-ditching and road maintenance shall be done in a satisfactory manner or the State will hire it done at the Purchaser's expense.
- (13) Snow berms resulting from winter logging will be removed or breached by the Purchaser as designated by the State (Forester-in-charge).

f. General Sale Administration

- (1) A unit will be cleared when contractual requirements have been satisfactorily completed on that unit, as determined by the State (Forester-in-charge).
- (2) Logging will proceed in a systematic manner through the sale area as determined by the State (Forester-in-charge).
- (3) When final clearance has been granted by the State (Forester-in-charge) for any unit, the State reserves the right to initiate forest improvement and hazard reduction activities on that unit.
- (4) The Purchaser shall post warning signs regarding hauling and logging operations along roads and at access road junctions and shall utilize flaggers with felling operations are next to the USFS 652 Road and at other locations requested by the State (Forester-in-charge).

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- (5) Roving tracked logging and/or road construction equipment across the bridge crossing of Selway River is not permitted without prior written approval from the State (Forester-in-charge). Weight limits established for the Swiftwater Bridge on the USFS 470 Road shall be adhered to for the hauling of forest products and equipment.
- (6) Hauling operations from timber harvesting and development work will not be allowed from noon on Friday through Sunday and on holidays without prior approval of the State (Forester-in-charge).
- (7) The Purchaser shall submit a written Development and Harvest Plan to include approximate start-up and completion dates for the various phases of development and harvest work within two weeks of the contract execution. The Development and Harvesting Plan shall be approved by the State (Forester-in-charge). Alteration to the plan shall be in writing and approved by the State (Forester-in-charge).

g. Developments

- (1) Approximate development locations are shown on the attached map and/or development log. The State reserves the right to make reasonable alterations in the system through written directions to the Purchaser.
- (2) A track mounted excavator, with an operating thumb, will be required as designated by the State (Forester-in-charge) for the following:
 - (a) road construction
 - (b) areas with sideslopes greater than 40 percent
 - (c) culvert installation and/or removal
 - (d) cut slope reconstruction
 - (e) filter windrow construction
 - (f) right-of-way slash piling
- (3) At locations described in the development log, fill shall be placed in lifts with each lift compacted by approved equipment. Fill lifts shall not exceed 8 inches in loose thickness. The fill material shall not contain rocks greater than 8 inches in diameter. All fill material shall have a moisture content, which allows compaction. Each lift shall be compacted by a vibratory roller type compactor.
- (4) Approximately 3.43 miles of spur road shall be constructed on locations designated by the State (Forester-in-charge). The standards of construction are:
 - (a) Finished road construction will be kept concurrent with pioneering. A maximum of 1,500 feet of unfinished road will be allowed as determined by the State (Forester-in-charge). Failure to comply will result in cessation of pioneering until roads are brought up to standard.
 - (b) Individual roads will be constructed to grades designated by the State (Forester-in-charge).
 - (c) Clearing and windrowing and/or piling of slash and debris at the downslope edge of the cleared area shall be required prior to earthmoving.
 - (d) The area affected by the disposal of right-of-way slash and debris shall be kept to a minimum by concentrating this material at selected locations in piles at the toe of the fill slope.
 - (e) Right-of-way slash will not be piled or windrowed against standing trees.
 - (f) Right-of-way slash will be piled with a grapple as designated by the State (Forester-in-charge).
 - (g) On ground with side slopes greater than 45 percent, slash will be windrowed at the toe of the fill slope. On ground with side slopes less than 45 percent, slash will be piled as specified by the State (Forester-in-charge).

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- (h) All stumps, root wads, and other organic debris shall be grubbed within the cut slope, running surface, and fill zones.
- (i) New construction and reconstruction shall not be permitted when either frozen soil or excessive soil moisture prevents satisfactory soil compaction as determined by the State (Forester-in-charge).
- (j) Spur Roads
 - 1) Right-of-way clearing width: 60 feet slope distance with additional width as necessary to accommodate cuts and fills, 5 feet above the top of the cut slope to 10 feet below the toe of the fill slope.
 - 2) Excavated width: 16 feet with a 1 foot inside ditch, as required.
 - 3) Road surface shall be shaped as designated in the development log.
 - 4) Turnouts: at least 4 per mile, plus 1 at the end of each road. Landings of suitable width will suffice.
- (k) All stems along the road, which protrude or lean into the residual stand, must be felled and merchantable products removed.
- (l) All stumps shall be removed for a distance of 2 feet above the top of the cut slope as measured by the State (Forester-in-charge).
- (m) Rolling cross drainage structures will be built as specified in the development log and the design on file at the local Idaho Department of Lands office.
- (n) Unless otherwise designated in the development log, cut slopes shall be approximately as follows: 0-60 percent side slope 1:1 ratio (horizontal to vertical), over 60 percent side slopes 3/4:1 ratio (horizontal to vertical) with full benching required and surplus material deposited at locations designated by the State (Forester-in-charge).

Fill slopes shall approximate but not exceed a 1.5:1 (horizontal to vertical). At locations designated in the development log or unstable areas as determined by the State (Forester-in-charge), a horizontal or insloped bench shall be excavated into natural soil at the toe of the fill slope before the fill is placed.
- (5) Approximately 0.39 miles of spur road shall be reconstructed and/or improved on locations designated by the State (Forester-in-charge). The standards are:
 - (a) Individual roads will be reconstructed to grades specified by the State (Forester-in-charge).
 - (b) Clearing and windrowing and/or piling of slash and debris at the toe of the cleared area shall be required prior to earthmoving.
 - (c) The area affected by the disposal of right-of-way slash and debris shall be kept to a minimum by concentrating this material at selected locations in piles at the toe of the fill slope.
 - (d) Right-of-way slash will not be piled or windrowed against standing trees.
 - (e) Right-of-way slash will be piled with a grapple as specified by the State (Forester-in-charge).
 - (f) All stumps, root wads, and other organic debris shall be grubbed within the cut slope, running surface, and fill zones.
 - (g) Spur Roads
 - 1) Right-of-way clearing width: 40 feet slope distance with additional width as necessary to accommodate cuts and fills, 5 feet above the top of the cut slope to 10 feet below the toe of the fill slope.

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- 2) Excavated width: 16 feet with a 1 foot inside ditch, as required.
- 3) Road surface shall be shaped as designated in the development log.
- 4) Turnouts: at least 1 per mile, plus one at the end of each road. Landings of suitable width will suffice.
- (h) All stems along the road, which protrude or lean into the residual stand must be felled and merchantable products removed.
- (i) All stumps shall be removed for a distance of 2 feet above the top of the cut slope as measured by the State (Forester-in-charge).
- (j) Rolling cross-dip drainage structures will be built as specified in the development log and the design on file at the local Idaho Department of Lands office.
- (k) Unless otherwise designated in the development log, cut slopes shall be approximately as follows: 0-60 percent side slope 1:1 ratio (horizontal to vertical), over 60 percent side slopes 3/4:1 ratio (horizontal to vertical) with full benching required and surplus material deposited at locations designated by the State (Forester-in-charge).

Fill slopes shall approximate but not exceed a 1.5:1 (horizontal to vertical). At locations designated in the development log or unstable areas as determined by the State (Forester-in-charge), a horizontal or insloped bench shall be excavated into natural soil at the toe of the fill slope before the fill is placed.

- (6) The Purchaser shall furnish and install the following amounts of new corrugated steel culvert with annular ends and new annular corrugated steel bands as needed. Spiral corrugated culvert will be acceptable providing re-corrugated ends or other acceptable banding methods are used at connections. All culverts shall meet requirements of the American Highways and Transportation Officials (AASHTO) specifications and shall be installed according to the manufacturer's recommendations:

<u>Lineal Feet</u>	<u>Band Width</u>	<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation Width</u>
1,270	12"	24	16	2 2/3 x 1/2
330	12"	36	14	3 x 1

- (7) Culverts will be installed at locations designated by the State (Forester-in-charge). All culvert installations shall comply with the following specifications:
 - (a) IDAPA 37, TITLE 03, Chapter 07, Stream Channel Alteration Rules.
 - (b) All culverts shall be bedded in an earth foundation of uniform density which has been shaped to the desired camber, and to conform to the shape of the pipe for at least 10 percent of its diameter. The bedding shall afford a uniform, firm and true bed, free from projecting stones, roots, or other irregularities for a depth under the culvert of not less than 0.5 inch per foot height of fill over the pipe with a minimum allowable thickness of 4 inches. Fill material shall be reasonably well graded and compacted and shall not contain large quantities of silt, sand, organic matter, or debris.
 - (c) All culverts shall be so laid that the distance from the finished road surface to the top of the pipe shall not be less than 0.33 of the diameter of the pipe with a minimum of 12 inches, or as designated by the State (Forester-in-charge).
 - (d) All culverts shall be laid with separate sections joined firmly together and shall coincide closely with the existing stream channel, both in gradient and in alignment, or as designated in the development log. Catch basins and riprap are required at the upper end of culverts designated in the development log. Splash basins with riprap are required at the lower end of culverts designated in the development log and in cases where water will erode the fill, as designated by the State (Forester-in-charge).
 - (e) All fills over and around culverts shall be compacted with a mechanical tamper. Each lift will have a minimum of 3 complete passes, with each lift having a maximum thickness of 6 inches.

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- (f) Any culvert which is not of true alignment, shows any undue settlement after being laid, is damaged, or is not functioning properly, shall be taken up and relaid or replaced by the Purchaser.
 - (g) Any unused culvert and associated material becomes the property of the State and shall be delivered in good condition to a location specified by the State (Forester-in-charge) before cancellation of the sale contract.
 - (h) All culvert installation shall be done during periods of low water.
 - (i) Riprapping shall be completed at the time of culvert installation wherever there is potential for erosion.
- (8) Roads will be brought up to final grade near stream crossings at time of culvert installation as designated by the State (Forester-in-charge). Failure to comply will result in immediate cessation of all road construction activities.
- (9) Logs from right-of-way timber only may be transported on semi-finished roads. Individual roads shall be completed to specified standards before general logging operations will be permitted on adjacent areas. Any deviation must have prior written approval of the State (Forester-in-charge).
- (10) Surfacing
- (a) The Purchaser shall furnish, apply, and compact approximately 200 cubic yards of large pit run rock 36" inches diameter maximum size for culvert armoring and slump repair on locations designated by the State (Forester-in-charge).
 - (b) The Purchaser shall apply, and compact approximately 3,000 cubic yards of 4 inch minus pit run rock on locations designated by the State (Forester-in-charge).
 - (c) The Purchaser shall apply and compact 4 inch minus pit run rock for a surface layer, at designated locations, to the following specifications:
 - 1) Length of Road – 0.78 miles
 - 2) Width of Rocked Driving Surface – 16 feet plus turnouts
 - 3) Compacted Depth of Rock – 6 inches
 - (d) Pit run rock shall be compacted with a (vibratory) roller.
 - (e) Prior to surfacing, the Purchaser will complete the following items:
 - 1) Widen the road to a 16 foot subgrade surface.
 - 2) Construct a 1 foot inside ditch.
 - 3) Clean the existing ditches and culvert catch basins.
 - 4) Grade the subgrade.
 - 5) Outslope, inslope, or crown the subgrade as specified in the development log or by the State (Forester-in-charge).
 - (f) A license agreement, including reclamation plan from Idaho Department of Lands for development and use of the Wilson Ridge State rockpit is available for inspection at the Idaho Department of Lands office in Kamiah, Idaho. The performance bond covering this contract will guarantee all terms and conditions of this permit and reclamation plan.
 - (g) Rock will not be applied when subgrade conditions are not suitable as determined by the State (Forester-in-charge).

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- (h) Rocking shall be completed before hauling of logs will be permitted, with the exception of right-of-way timber. Any deviation must have prior written approval of the State (Forester-in-charge).
 - (i) Compliance will be determined by the State (Forester-in-charge) based on random measurements of specified minimum width, length and depth of gravel placed on the road.
 - (j) Hard rock in place or boulders, which protrude from and extend above the road surface shall be removed or covered by a minimum of 6 inches of approved cushion material. Cushion material shall consist of crushed or angular pit run rock with a maximum particle size of 4 inches. Cushion material shall be applied to match the existing road grade and feathered into the road bed to create a smooth running surface.
- (11) Any additional roads the Purchaser wishes to construct shall be built to the above listed specifications and shall require prior written approval from the State (Forester-in-charge).
 - (12) The Purchaser shall furnish and install 1 painted gate(s) constructed according to plans on file with the Idaho Department of Lands. Purchaser shall install gate(s) at location(s) specified by the State (Forester-in-charge) or as directed in the development log.
 - (13) Improvement work performed by the Purchaser relating to roads will be inspected by the State (Forester-in-charge) upon completion, and acceptance will be given when it is determined improvements comply with contract specifications.
 - (14) The Purchaser shall purchase 100, six foot metal "T" posts to be installed of above culverts for debris traps as designated by the State (Forester-in-charge). All debris traps will be installed concurrent with culvert installation and maintained during the life of the contract. Any unused posted will be returned to the local Idaho Department of Lands office.

h. Access

- (1) Access is available over roads jointly owned by Mr. Morgan Wright and Mr. Rick Sutter. Easement was obtained by the USFS making these roads all access public roads. The road will be maintained in accordance with the agreement(s) available for inspection at the local Idaho Department of Lands office.
- (2) The Purchaser shall comply with all requirements and regulations stipulated in the above access agreement(s).
- (3) The performance bond covering this contract shall guarantee all terms of the above access agreement(s).