30. SPECIAL TERMS:

a. Harvest Specifications

(1) All trees, alive, 7 inches diameter breast height and larger, containing at least 1 merchantable log, lying within unit(s) 1, marked with a band of orange paint, shall be felled and merchantable products removed as designated in term 30.a.(5) below:

(2) Pockets of regenerating trees and shrubs should be retained throughout units 1 and 3, where feasible.

(3) Unit 3: Purchaser shall leave on average 43 trees per acre. Leaving several trees in clumps distributed across the unit is acceptable. Leave trees shall be dominate or co-dominate mature trees, showing the best form and vigor. Preferred species selection is as follows. 1) western white pine (blister rust free), 2) western larch, 3) ponderosa pine, 4) western redcedar, 5) Douglas-fir, 6) grand fir, 7) western hemlock, 8) lodgepole pine. Contractors shall avoid damaging the crown or stem of leave trees. All other trees, 7 inches in DBH up to 20" DBH, containing at least 1 merchantable log, shall be felled and merchantable products removed as designated in term 30.a.(5) below.

(4) All trees, dead or alive, lying within unit(s) 2 and 4 shall be felled and merchantable products removed as designated in term 30.a.(5) below:

(5) Merchantable products shall be removed 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) Topwood may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge).

(d) Merchantable pulplogs 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) Firewood may be sorted from other pulp and removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge).

(g) Fuel wood (hogfuel) may be removed at the Purchaser's option according to a written plan approved by the State (Forester-in-charge).

(6) The Purchaser shall leave an average of 6-8 snags or wildlife trees per acre, (if available), not posing a safety hazard during harvest operations. The State (Forester-in-charge) shall determine the species and height of snags and wildlife trees.

b. Utilization, Merchantability and Measurement Standards

(1) A sawlog is merchantable if it meets the following minimum specifications:

(a) A log top diameter, inside bark, of 5.51 inches. A length of 8 feet, 1 inch and a net scale of 33.33 percent, all species.

(2) Merchantable cedar products are any chunk, log, top, or longbutt not meeting sawlog specifications, eight feet or more in length, with a minimum shell of 3.50 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) Topwood is that material which extends beyond the 5.50 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:

(a) Purchaser may choose to extend log lengths beyond the 5.50 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 5.50 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 5.50 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.

(4) A merchantable pulplog is a chunk, log, top or longbutt not meeting sawlog, cedar product or topwood specifications, 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.

(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 will be billed by measured weight or estimated lump sum weight. 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) Firewood is that material that meets the general definition of pulp, is greater than eight (8) feet in length, and is differentiated from pulp by either a species sort or by a separate landing destination that is a pre-approved landing. Firewood will be measured using the scaling techniques according to the guidelines in the latest edition of the IDAHO DEPARTMENT OF LANDS Log Scaling Handbook.

(7) 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 by measured weight or estimated lump sum weight. The 30 day time limit for removal of products does not apply.

c. Harvest Procedures

(1) Logging practices and equipment which minimize damage to soil, reproduction, and reserve timber shall be required as determined by the State (Forester-in-charge).

(2) Stream crossings 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 as designated by the State (Forester-in-charge).

(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) The timber shall be harvested and removed according to the following schedule: No harvest operations shall be conducted from April 1st - June 15th in units 1-3 each year of contract to avoid grizzly bear spring habitat, big game fawning/calving, and peak avian breeding and nesting season.

(6) Felling and Bucking

(a) 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).

(b) Stump height shall not exceed 12 inches above ground line as measured on the uphill side of the stump unless otherwise approved in writing by the State (Forester-in-charge).

(c) All trees shall be cut to a top diameter inside bark of 5.50 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 5.50 inches, as directed by the State (Forester-in-charge).

(d) Limbing and topping shall be performed on the landing on ground based and prescriptive yarding areas in all units.

(7) Yarding

(a) Ground based and prescriptive 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) Ground Based

1) Grapple skidders shall only be allowed on trails designated by the State (Forester-in-charge).

2) 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).

3) Trails shall be constructed prior to felling operations, on locations approved by the State (Forester-in-charge).

4) Trails shall not follow the bottoms of draws or streams.

5) Sidehill trails shall not be constructed. All skidding shall be performed at slope gradients.

6) Go-back trails shall only be constructed on locations approved by the State (Forester-in-charge).

7) The Purchaser may be required to flag trail locations prior to felling operations for approval by the State (Forester-in-charge).

8) Shovel yarding on slopes over 45% percent shall be approved in advance by the State (Forester-in-charge).

(c) Prescriptive

1) On approximately 19 acres of the sale area, 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 designated by the State (Forester-in-charge)).

(b) No constructed skid trails on slopes over 30% percent.

(c) No untethered ground-based skidding equipment on slopes over 45% percent.

(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 and/or excavator 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 shall be dirt free and constructed as approved by the State (Forester-in-charge) as logging progresses.

(2) Piling of debris within the Stream Protection Zone 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) 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).

(2) The Purchaser shall be responsible for maintaining any and all gate closures accessing the sale area during periods when public access is restricted as directed by the State (Forester-in-charge). 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.

(3) Damage to corrugated steel culvert, 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 will hire the work done at the Purchaser's expense.

(4) Access roads are defined as beginning on the sale area and terminating at the Meadow Creek Road. If the Purchaser deviates from the appraised haul route, the Purchaser will be required to obtain legal access and pay any additional road use fees.

(5) Access roads will be kept open at all times as designated by the State (Forester-in-charge).

(6) All roads designated by the State (Forester-in-charge) will be barricaded to vehicular traffic.

(7) Access roads shall be maintained to acceptable standards as determined by the State (Forester-in-charge).

(8) Surfaced access roads are defined as beginning at the junction of Highway 2 and Meadow Creek Road and terminating on USFS 2222 and USFS 2223, respectively.

(9) The Purchaser shall do their proportionate share of the maintenance or shall make maintenance payments to the prime maintainer or the State as designated by the State (Forester-in-charge).

(10) Maintenance work shall include keeping the road surface graded, the berm on the outside edge removed, the inside ditches open, corrugated steel culverts and 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 corrugated steel culverts will be repaired or replaced at the Purchaser's expense as designated by the State (Forester-in-charge).

(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).

(14) Authorization to plow snow must be obtained from the State (Forester-in-charge) prior to snow removal. Any resulting damage, including loss of gravel, will be repaired or replaced by the Purchaser as directed by the State (Forester-in-charge).

f. Powerline Safety Practices

(1) No log decking and/or loading log trucks below powerlines.

(2) Guy wires that extend from the poles shall be located, flagged and protected by the Purchaser.

(3) Equipment and vehicles with personnel 10 feet above the ground shall not stop below the utility lines. Do not step out of any vehicle or equipment that is greater than 10 feet above ground while under powerline.

(4) Do not come into contact with the conductor or any equipment if the conductor is on the ground or on any piece of equipment. In the event a conductor comes in contact with a piece of equipment, have the operator stay in the equipment and contact the appropriate power company (Bonneville Power and/or Northern Lights, Inc.) and a lineman confirms the powerline is de-energized.

(5) Slash piles must be 100’ or more from powerline.

g. 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.

h. Developments

(1) No new road construction shall be conducted from April 1st - June 15th each year of contract to avoid grizzly bear spring habitat, big game fawning/calving, and peak avian breeding and nesting season.

(2) 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.

(3) A track mounted excavator will be required as designated by the State (Forester-in-charge) for the following:

(a) road construction

(b) areas with side slopes greater than 40 percent

(c) culvert installation and/or removal

(d) cut slope reconstruction

(e) filter windrow construction

(f) right-of-way slash piling

(4) A dozer large enough to achieve the necessary cuts and fills will be required for road construction/reconstruction as designated by the State (Forester-in-charge).

(5) Approximately 1.09 miles of spur road shall be constructed, 0.07 miles of spur road shall be reconstructed on locations designated by the State. The standards of construction are:

(a) Finished road construction/reconstruction 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/reconstructed 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) All stumps, root wads, and other organic debris shall be grubbed within the cut slope, running surface, and fill zones.

(h) 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).

(i) Spur Roads

1) Right-of-way clearing width: 50 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) Running surface width: 14 feet.

3) Turnouts: at least 4 per mile, plus one at the end of each road. Landings of suitable width will suffice.

(j) All stems along the road, which protrude or lean into the residual stand, must be felled and merchantable products removed.

(k) All stumps shall be removed for a distance of 5 feet above the top of the cut slope as measured by the State (Forester-in-charge).

(l) 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 0.5:1 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 ratio (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) Approximately 0.31 miles of road shall be opened on locations designated by the State, to include the following:

(a) remove cross-ditches

(b) clean ditch lines

(c) clean culverts

(d) Remove brush from cut and fill slopes as needed to allow safe truck traffic. Brush shall be removed by cutting or chipping in place, with root systems left intact, at locations designated by the State (Forester-in-charge) and/or in the development log.

(7) The Purchaser shall cut and remove all stems 1 foot in height or greater for a distance of # of feet up the cut bank to # of feet below the top of the fill slope, or as designated by the State (Forester-in-charge). All stems shall be severed using a mechanical brushcutter, chain saw, or approved brushcutting device and deposited on the fill slope or as designated by the State (Forester-in-charge).

(8) 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).

(9) Surfacing

(a) The Purchaser shall furnish, apply and compact 3/4 inch minus crushed rock at designated locations to the following specifications:

1) Length of Road - 350 feet

2) Width of Rocked Driving Surface - 14 feet plus turnouts

3) Compacted Depth of Rock - 3 inches

(b) Prior to surfacing, the Purchaser will complete the following items:

1) Clean the existing ditches and culvert catch basins.

2) Remove rocks protruding from the subgrade where specified by the State (Forester-in-charge).

3) Grade the subgrade.

4) Outslope, inslope, or crown the subgrade as specified in the development log or by the State (Forester-in-charge).

5) Apply water as designated by the State (Forester-in-charge) and compact the subgrade. For granular soils a vibratory roller is required. For fine grained soils (silts and clays) a static roller or vibratory roller in static mode is required.

(c) The rock shall be Choose an item. to the following gradations:

Sieve	¾ inch minus % Passing
0.75	100
#4	35-55
#8	25-45
#30	10-25
#200	5-10

(d) Rock will not be applied when subgrade conditions are not suitable as determined by the State (Forester-in-charge).

(e) A daily tally record of rock hauled shall be maintained and a copy of such tally record submitted to the State upon completion or upon request by the State (Forester-in-charge).

(f) 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.

(g) Cushion material shall be applied to match the existing road grade and feathered into the road bed to create a smooth running surface.

(10) Approximately 0.98 miles of road shall be abandoned on locations designated by the State, to include the following:

(a) Obliterate the road prism by excavating fill material below the road back onto the road subgrade to conform with the original contour of the side slope, not to exceed 1.5:1 ratio (horizontal to vertical), as designated by the State (Forester-in-charge).

(11) 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.

i. Access

(1) Temporary access is available over roads owned by The United States Forest Service and Boston Timber Opportunities LLC in accordance with the agreement(s) available for inspection at the local Idaho Department of Lands office. Each of the two road use permits is to be issued to the purchaser the day of the auction.

(2) The Purchaser shall comply with all requirements and regulations stipulated in the above access agreements.

(3) The performance bond covering this contract shall guarantee all terms of the above access agreement(s).